

HARVEY GORMAN,

Plaintiff,

vs.

STERLING & MORGAN,

Defendant.

_____ /

TRANSCRIPTION OF SWORN DEPOSITION

HARVEY GORMAN

MAY 1

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PROCEEDINGS

1 Q. Mr. Gorman, please state your name and
 2 address for the record.
 3 A. Harvey Gorman, 100 Tulip Street, Rocky
 4 Mount, Home State.
 5 Q. How old are you?
 6 A. Thirty-two years old.
 7 Q. Are you married?
 8 A. Yes. But my wife and I are separated.
 9 Q. The address you gave before, is that your
 10 address or your wife's address?
 11 A. That is my address. My wife lives with our
 12 two children at 220 Sycamore Drive in Rocky Mount.
 13 Q. Do you share your residence on Tulip Street
 14 with anyone?
 15 A. Just the kids when they come over to stay.
 16 Q. You stated before that you have two
 17 children. What are their names and dates of birth?
 18 A. Norman, who was born in July YR-5, and
 19 Vicki, who was born in YR-7.
 20 Q. How is your health Mr. Gorman?
 21 A. Overall, I would say good.
 22 Q. You say "overall." Do you have any health
 23 problems whatsoever or are you suffering from any
 24 medical ailments?
 25

1 After college, I went to the Philippines
 2 for two years, where I worked in the Peace Corps.
 3 After my first year of law school, I clerked law
 4 with the law offices of William Dalehite in Rocky
 5 Mount. After my second summer, I clerked with
 6 Sterling & Morgan in Metropol, New State. After law
 7 school, I accepted an associate's position with
 8 Sterling & Morgan where I worked until I was
 9 terminated in December YR-2.
 10 Q. Is Exhibit 1 a copy of your curriculum
 11 vitae?
 12 A. As of the time I worked for Sterling &
 13 Morgan. Yes.
 14 Q. Mr. Gorman, have you ever been terminated
 15 from any job before?
 16 A. No.
 17 Q. Have you ever been convicted of a crime?
 18 (Off the record conversation, not
 19 transcribed)
 20 MR. ACEVEDO: Let me state an objection
 21 that I do not believe that this line of inquiry is
 22 relevant and/or admissible. And I would move to
 23 strike any questions or answers along this line.
 24 However, expressly subject to our objection, I will
 25 permit him to answer.

1 A. Oh, it's just that many years ago I tore my
 2 rotator cuff, and it acts up now and again. Nothing
 3 serious. Sometimes it limits the range of motion of
 4 my arm.
 5 Q. How did you injure yourself?
 6 A. Just an old injury from the Peace Corps.
 7 Q. Mr. Gorman, can you provide us with a brief
 8 history of your educational background from high
 9 school onward?
 10 A. I graduated from Rocky Mount High School in
 11 YR-15. Although I was accepted to Dartmouth
 12 College, financial pressures at home resulted in my
 13 attending college at the University of Home State in
 14 Centerville, where I graduated in YR-11. I spent
 15 two years in the Peace Corps serving in the
 16 Philippines. After completing my two-year service I
 17 returned to the States, I entered the University of
 18 Home State Law School, where I graduated in YR-6.
 19 Q. Mr. Gorman, would you describe any work
 20 history or employment you have had?
 21 A. While in high school, I did various farm-
 22 related jobs for both my father and for other
 23 farmers in the Rocky Mountain community. During my
 24 first two years of college, I waited tables at the
 25 dining hall.

1 THE WITNESS: I was charged with possession
 2 of marijuana while I lived in the Philippines.
 3 BY UNKNOWN:
 4 Q. How was the matter resolved?
 5 A. By entering into an agreement with the
 6 prosecutor's office.
 7 Q. What was your agreement?
 8 A. I pleaded "no contest" to simple possession
 9 and my sentence was limited to the time served
 10 waiting for the matter to come to trial.
 11 Q. How long were you in jail in the
 12 Philippines?
 13 A. Approximately two and a half months.
 14 Q. How long did you continue to live in the
 15 Philippines after you were released from jail?
 16 A. My wife and I left almost immediately.
 17 Q. Was that a condition of the arrangement you
 18 had with the Philippine authorities?
 19 A. Yes.
 20 Q. Have you been charged with any other
 21 crimes?
 22 A. No.
 23 Q. Mr. Gorman, did you have any ties or other
 24 affiliations with New State prior to coming to work
 25 with Sterling & Morgan?

1 A. No.

2 Q. Why did you decide to work in Metropol?

3 A. Metropol is the largest city in this part
4 of the country. While in law school, I decided that
5 I wanted to work for a reputable firm, one that had
6 complex cases and also would give me quality work
7 experience and allow me to flourish.

8 Q. Would you describe your work history with
9 Sterling & Morgan?

10 A. When I first began at Sterling & Morgan, I
11 was placed in the general litigation group. For the
12 first 18 months, my work involved primarily
13 conducting discovery on larger cases for partners
14 who had primary responsibility for those cases.

15 Sometime after my first year, I began
16 receiving the assignment of my own files, which I
17 handled to conclusion. In my fourth year with the
18 firm, I was assigned to the medical products defense
19 team headed by Bill Sterling. I remained on that
20 team until I was fired.

21 Q. Did you like working at the firm?

22 A. I loved working for the firm. I would have
23 been happy to spend my whole career there.

24 Q. How would you describe your relationship
25 with Bill Sterling?

1 A. Bill is a hard person to work with. He is
2 very demanding and prefers to communicate by
3 memorandum rather than to sit down and talk about
4 our cases. However, I felt that he was pleased with
5 the work that I did.

6 Q. Prior to your termination, had you had any
7 involvement representing CyLab, Inc.?

8 A. Yes. I had worked on four cases for CyLab
9 prior to receipt of the Malaguer file.

10 Q. What was your involvement in those cases?

11 A. Each of those cases was fairly large and
12 either involved very serious injuries or death. As
13 a result, my role consisted primarily of preparing
14 the discovery and assisting Bill Sterling in the
15 trial of the cases.

16 Q. What was the result in those cases?

17 A. We tried all four of those cases and
18 received either a defense verdict or a nominal
19 damages award in each.

20 Q. Did you work for Michael Evans on those
21 files?

22 A. I had no direct involvement with Mr. Evans
23 in handling any of those files. Although he was
24 responsible for assigning each of those files to the
25 firm, other members of his in-house counsel team

1 served as our liaison during the discovery and trial
2 of those cases.

3 Q. How would you describe CyLab's approach to
4 the defense of its cases?

5 A. CyLab was extremely aggressive in the
6 defense of all of its cases. We all understood that
7 it would be very unusual if CyLab were to engage in
8 meaningful settlement negotiations.

9 Q. Were you aware of any particular
10 instructions from CyLab with regard to either
11 obtaining or granting extensions of time in the
12 handling of its cases?

13 A. Yes, I was.

14 Q. What were the instructions?

15 A. CyLab preferred that we not obtain
16 extensions of time to answer the complaints or
17 respond to discovery. It also preferred that we not
18 grant such extensions.

19 Q. You have used the word "preferred." Isn't
20 it true that CyLab had very explicit instructions
21 directing its counsel not to either ask for or grant
22 extensions of time?

23 A. I never saw anything in writing to that
24 effect.

25 Q. Didn't Bill Sterling advise you explicitly

1 that you were under no circumstances allowed to
2 grant or obtain extensions of time in handling
3 discovery on the CyLab's cases?

4 A. Yes. I think that Bill Sterling may have
5 mentioned something to that effect.

6 Q. Would you describe what happened leading up
7 to your termination?

8 A. On Friday, December 2, YR-2, I received a
9 memo from Bill Sterling with a draft of responses to
10 interrogatories. The memo requested that I finalize
11 the discovery responses and then serve them by the
12 due date, which was December 20, YR-2.

13 The following Monday, December 5, I
14 received a research memo from Mr. Sterling that he
15 said was urgent and instructed me to complete before
16 he left for his vacation. The memo had to do with
17 preemption raised issues that I had never researched
18 before. The project took me longer than I
19 anticipated.

20 When I completed the research memo I began
21 working on the CyLab matter. I reviewed the file
22 and saw that it contained a surveillance tape of the
23 plaintiff engaging in yard work as well as bowling.
24 The draft responses that Bill Sterling had prepared
25 did not disclose the existence of the tape.

1 I remembered that a case had recently come
 2 down from our Supreme Court on this issue. I
 3 researched the matter and concluded that it was
 4 necessary that we disclose the existence of the
 5 tape. I tried to reach Bill Sterling, who had left
 6 the office on a hiking trip in Peru. I decided that
 7 the matter was sufficiently serious that Bill
 8 Sterling should make the call on how we should
 9 respond.

10 Later in the afternoon on the 19th I
 11 received a call from Mr. Evans who wanted to know
 12 about the status of the discovery responses. I told
 13 him that I had some questions with the draft that
 14 Mr. Sterling provided me, and that I needed to reach
 15 him on his vacation. Mr. Evans instructed that I
 16 send him a draft, which I did through email. The
 17 next day Mr. Evans called me back and said that he
 18 was comfortable with the responses, and that I
 19 should serve them.

20 I felt it was best not to argue with him,
 21 but I really did not feel that I was in a position
 22 to serve the responses because of the research that
 23 I had conducted. I tried again to reach
 24 Mr. Sterling by leaving him a voicemail message on
 25 his cell phone and by leaving him an email, but I

1 did not hear back from him that day.

2 Because the interrogatories had to be
 3 served the next day, I felt it was best for the
 4 client's interest to get an extension from opposing
 5 counsel. I called opposing counsel and was
 6 successful in convincing him to give me an extension
 7 of time until January 5 to respond to the discovery,
 8 which was several days after Bill was due to return.

9 On December 20, I received a call from
 10 Michael Evans asking me whether I served the
 11 discovery responses. When I told him the problem
 12 with the surveillance tape, he got very angry and
 13 hung up the phone. The next thing I knew, I was
 14 called in to Lawrence Morgan's office, and I was
 15 fired.

16 Q. What else was said between you and
 17 Mr. Evans?

18 A. That was it. The conversation was very
 19 short.

20 Q. Would you please describe in detail what
 21 you and Mr. Morgan said to each other.

22 A. Mr. Morgan started out telling me he had
 23 received a call from Michael Evans complaining that
 24 I had deliberately violated an extremely important
 25 and well-articulated policy with respect to the

1 handling of CyLab's files. He asked me if I was
 2 aware of the importance of CyLab's work to the firm,
 3 and I told him that I was. He asked if I was aware
 4 of CyLab's requirement that no extensions of time be
 5 granted or requested by members of this firm, and I
 6 told him that I was aware of that.

7 He asked if I had received the work
 8 assignment in sufficient time to complete it before
 9 the responses were due. I told him that when I
 10 received the file on December 2 I felt that I had
 11 plenty of time to complete the review before the
 12 following deadline on December 20th. However, at
 13 the time I did not know that Mr. Sterling was going
 14 to give me another urgent matter on December 5.

15 Q. With the receipt of that second memo, would
 16 it be within sufficient time to do both projects?

17 A. I had existing plans to take off the
 18 following weekend to go out of town. I felt, even
 19 taking a long weekend, I had enough time to complete
 20 the research project and to review the responses in
 21 advance of the following deadline. I told
 22 Mr. Morgan when he asked me if I had enough time
 23 that I had. I didn't tell him about taking off the
 24 weekend, and I did not go into great detail about
 25 the second research project.

1 He told me that one of the most important
 2 and necessary attributes of lawyers at Sterling &
 3 Morgan was to provide the very best service for its
 4 clients. He told me that if an attorney was
 5 conducting himself in a fashion that caused one of
 6 the firm's major clients to consider withdrawing its
 7 work from the firm, that the attorney could not
 8 expect to continue working with Sterling & Morgan.
 9 He told me that he wished me the very best but,
 10 under the circumstances, was compelled to terminate
 11 my employment with the firm as of that afternoon.

12 I told Mr. Morgan that for me to have
 13 served the discovery responses in the form left by
 14 Bill Sterling would have been a violation of my
 15 ethical responsibilities and that obtaining the
 16 extension of time created no prejudice to the
 17 client.

18 Mr. Morgan asked me if Mr. Sterling had
 19 left a memo directing that the discovery responses
 20 be served in the form in which he had dictated them,
 21 and I told him that he had. He said something about
 22 my having waited to the eleventh hour and some
 23 nonsense about acting without having talked with a
 24 partner. He told me that partners in the firm had
 25 to be able to rely on associates to carry out their

1 requests and that he did not feel any further
 2 discussion would be helpful.
 3 Q. Mr. Gorman, you stated that you received
 4 the memo from Mr. Sterling in early mid-December.
 5 Is Exhibit 2 a copy of the memo?
 6 A. Yes.
 7 Q. It bears a date of December 2, YR-2. Did
 8 you receive it on or about that date?
 9 A. Probably.
 10 Q. When did Bill Sterling leave to go on his
 11 vacation?
 12 A. I believe it was December 17th.
 13 Q. Why didn't you confer with Mr. Sterling
 14 about this issue before he left?
 15 A. I did not begin working on the file until
 16 December 18th, and Bill Sterling had already left
 17 for his vacation and was not reachable.
 18 Q. Why didn't you attend to the matter before
 19 Mr. Sterling left on his vacation?
 20 A. I just explained Mr. Sterling gave me
 21 another urgent research memo that he was very clear
 22 needed to be completed before he left on the 17th.
 23 Q. Did Mr. Sterling ask you if you would have
 24 enough time to get everything done with the second
 25 research project?

1 A. He did, and I told him that I expected to
 2 be able to get both things done. I didn't tell him
 3 that I had plans to take off the following weekend.
 4 I did not anticipate at the time that the preemption
 5 issue was going to take me as long as it did. The
 6 matter was unusually complex.
 7 Q. Did you confer with any other lawyer or
 8 with anyone at CyLab before you obtained the
 9 extension?
 10 A. No.
 11 Q. Why not?
 12 A. I felt the way I handled it was the best
 13 way to do it.
 14 Q. Do you have any more information concerning
 15 the circumstances of your termination?
 16 A. No. It was real short but not very sweet.
 17 Q. Please describe the benefits provided to
 18 you as part of your compensation package with
 19 Sterling & Morgan.
 20 A. I got life insurance and major medical
 21 coverage. The death benefit under the life
 22 insurance policy was three times my annual salary.
 23 My health benefits covered me and my entire family,
 24 and I didn't have to make any contribution to the
 25 premiums.

1 Q. Were the benefits you just described part
 2 of your compensation package since the time you
 3 first started with Sterling & Morgan until your
 4 termination in December YR-2?
 5 A. Yes. And I got year-end bonuses almost
 6 every year.
 7 Q. How much were each of the bonuses you
 8 received while employed by Sterling & Morgan,
 9 beginning with YR-5 and every year thereafter until
 10 your termination?
 11 A. The first two years, you know all the
 12 associates got the same bonus – maybe \$15,000. But
 13 in YR-3, I finally started to be recognized for the
 14 great work I was doing for Sterling & Morgan, and
 15 the bonuses began to get much bigger. In YR-5 and
 16 YR-4, I received a \$15,000 bonus each year. In YR-
 17 3, I received a \$25,000 bonus. I did not receive a
 18 bonus in YR-2.
 19 Q. Can you please describe in general your
 20 work experience and work environment at Sterling &
 21 Morgan.
 22 A. I like working at Sterling & Morgan. While
 23 I missed my family and friends, I felt I had
 24 security at Sterling & Morgan. They promised it. I
 25 got along well with the clients and other lawyers.

1 Q. How and when did anyone promise you job
 2 security?
 3 A. Sterling & Morgan always touted the fact
 4 that it hired each associate expecting them to be a
 5 partner.
 6 Q. How many associates were in your class?
 7 A. Eight.
 8 Q. Have any of them been fired?
 9 A. Well, that's not exactly how it works. If
 10 an associate is on thin ice, he or she will figure
 11 that out and move on.
 12 Q. How many from your class have "moved on"?
 13 A. Five.
 14 Q. Were you ever promised anything
 15 specifically?
 16 A. Yes. At my three-year evaluation, I was
 17 told I was doing a great job, and that if I
 18 continued to develop at the same rate, I would be a
 19 partner "in no time."
 20 Another time a young partner told me I
 21 should hold off applying to the U.S. Attorney's
 22 Office until after I had made partner so that I
 23 could take a leave, work there, and then return to
 24 the firm and make what he called "big money."
 25 Q. Were you ever told anything else about job

1 security?
 2 A. Not specifically.
 3 Q. Mr. Gorman, do you remember any specific
 4 occasion when you received an award or honor of any
 5 type from Sterling & Morgan?
 6 A. Other than my annual bonus, which was
 7 definitely performance based, and the regular pat on
 8 the back and "you're doing a great job," I don't
 9 recall specifically.
 10 Q. Were you ever reprimanded while employed at
 11 Sterling & Morgan?
 12 A. No. I was always told what a good job I
 13 was doing.
 14 Q. Did you ever have any problems with your
 15 clients?
 16 A. I really don't recall any problems with
 17 clients.
 18 Q. Mr. Gorman, did you do work for the
 19 Standard Insurance Company?
 20 A. Yes.
 21 Q. Do you recall the case of Hansen v. Bi-Rite
 22 Department Stores?
 23 A. Was that a slip-and-fall case in Forsacken
 24 County?
 25 Q. I am not sure of that, but do you recall

1 the case?
 2 A. I think so.
 3 Q. Let me show you a document that I will have
 4 marked as Exhibit 3A to your deposition and ask if
 5 you recall seeing this?
 6 (Deposition Exhibit 3A marked for
 7 identification)
 8 A. Not specifically.
 9 Q. I will represent to you that this letter
 10 was contained in the Hansen v. Bi-Rite file
 11 maintained at Sterling & Morgan.
 12 A. Yes. I think I probably do recall having
 13 seen this.
 14 Q. What was your reaction upon receiving it?
 15 A. I don't recall specifically, but I am sure
 16 I would have been concerned.
 17 Q. And would you have taken prompt action to
 18 attend to this matter?
 19 A. Certainly.
 20 Q. Let me show you what we will mark as
 21 Exhibit 3B to your deposition and ask if you recall
 22 receiving these.
 23 (Deposition Exhibit 3B marked for
 24 identification)
 25 A. Again, I don't have a specific memory of

1 this particular letter, but I do have a general
 2 recollection of this file.
 3 Q. Do you recall why it was necessary for the
 4 client to have to write you twice to obtain a status
 5 report in this file?
 6 A. I'm sure it was probably related to the
 7 fact that I was so involved in other cases and this
 8 was not a front burner type of matter.
 9 By the end of my third year with Sterling &
 10 Morgan, I was carrying quite a caseload. At any one
 11 time, I had between 35 to 60 active cases.
 12 Occasionally, if there were no activity on a file
 13 for some time, I might not send a letter out to the
 14 client. Some of the files were managed by adjusters
 15 who had the cases diaried for periodic reporting -
 16 30, 60 days, whatever. There were occasions when I
 17 might not send a status report out, and the
 18 adjuster's diary system would prompt them to write a
 19 letter requesting a report. Basically, the clients
 20 were very satisfied with the work I did for them.
 21 Q. Do you recall any other problems that you
 22 had with any clients while you were at Sterling &
 23 Morgan?
 24 A. No.
 25 Q. Mr. Gorman, you told us that you clerked in

1 Rocky Mount after your first year of law school. Is
 2 that right?
 3 A. Right.
 4 Q. You also told us that you missed your
 5 family and friends during the years that you worked
 6 at Sterling & Morgan.
 7 A. What's your question?
 8 Q. Did you ever consider moving back to Home
 9 State at any time prior to YR-1?
 10 A. Well, if you mean thought about it, sure.
 11 I suppose everybody thinks about what it would be
 12 like practicing where they grew up. But at the time
 13 I was terminated, I had no plans to leave Sterling &
 14 Morgan.
 15 Q. Is your father still active in the farming
 16 business?
 17 A. Yes. But he's cutting back because of his
 18 age.
 19 Q. Isn't it true that your father owns a
 20 substantial farm operation in Rocky Mount?
 21 A. I don't know what you mean by substantial,
 22 but it's a nice farm.
 23 Q. Who will help your father manage the farm
 24 now that he plans to cut back?
 25 A. Well, he has some pretty good managers

1 working for him and, to the extent that I can be of
2 assistance on the business side, I may help, as
3 well.

4 Q. Exactly how many acres does your father
5 farm, Mr. Gorman?

6 A. Well, that depends on the rotation.

7 Q. How many acres does he own?

8 A. Just under 26,000.

9 Q. Isn't it true that your father is the
10 largest landowner in the four counties surrounding
11 Rocky Mount?

12 A. Yes. I think that's true.

13 Q. Mr. Gorman, what was your gross annual
14 compensation at the time you were terminated?

15 A. \$161,504, plus the benefits and bonuses I
16 told you about before. But it would have gone up a
17 lot.

18 Q. Are you presently employed?

19 A. I am about to be self-employed. I plan to
20 open up my own practice in Rocky Mount.

21 Q. What efforts have you made to find
22 employment?

23 A. Since I was fired in December YR-2, I
24 applied to six other firms in Metropol.

25 Q. Were you offered a position at any of the

1 firms to which you applied?

2 A. No. They said there were no openings for
3 me.

4 Q. To which firms did you apply?

5 A. Six defense firms in Metropol that are
6 comparable to Sterling & Morgan in size and
7 reputation.

8 Q. Did you apply to any other firms?

9 A. No.

10 Q. You made no effort to apply for a position
11 at any firm beyond those six?

12 A. Right.

13 Q. Did you seek the assistance of a
14 professional employment agency or what is known as a
15 "headhunter" in your job search?

16 A. Nope.

17 Q. Why did you not apply to more than those
18 six?

19 A. I got the definite impression that Sterling
20 & Morgan had put the word out on the street.

21 Q. Do you have any specific information that
22 someone from the Sterling & Morgan had done so?

23 A. A friend of mine heard that someone in his
24 firm's litigation department was told by a partner
25 at Sterling & Morgan that I was not dependable and

1 had almost cost them a big client.

2 Q. Do you know who purportedly said that,
3 either the person at your friend's firm or the
4 partner at Sterling & Morgan?

5 A. No. But it was pretty obvious that the
6 firm was not supporting my efforts to find a job.
7 Lawrence Morgan could get Bin Laden a job with those
8 firms if he wanted to.

9 Q. What do you expect to earn when you start
10 you practice?

11 A. I'm not really sure. It depends on what
12 clients I can attract.

13 Q. Have you made any estimates of the cost of
14 setting up your office?

15 A. Yes. With the cost of furnishings, a part-
16 time secretary, the necessary computer and
17 equipment, the lease and everything, I estimate I
18 will need approximately \$64,000 to cover overhead
19 for the first six months.

20 Q. Does this include your living expenses?

21 A. Oh, no. My living expenses and those for
22 my wife and kids are all in addition to the \$64,000
23 figure I just gave you.

24 Q. Mr. Gorman, I believe you are seeking to
25 recover in this lawsuit your relocation expenses to

1 Rocky Mount.

2 A. Yes, right. Since Sterling & Morgan so
3 damaged my reputation and made it impossible for me
4 to find work in the Metropol area, Sterling & Morgan
5 is responsible for all my relocation expenses.

6 Q. Do you have an estimate as to what those
7 expenses total?

8 A. Yes. At least \$54,000.

9 Q. What is included within this \$54,000
10 figure?

11 A. A number of items. I don't know the exact
12 figure for each category, but the \$54,000 figure
13 includes (1) closing fees and costs on the sale of
14 our townhome in Metropol; (2) closing fees and costs
15 on our new home in Rocky Mount; (3) airfare for me
16 and my family; (4) movers and transportation
17 expenses; (5) loss on the sale of the Metropol
18 townhouse; (6) personal property and furnishings
19 damaged in the move; and (7) renovations and
20 redecorating of the Rocky Mount home.

21 Q. Is there anything else included within the
22 \$54,000 figure?

23 A. Not that I can recall at this time.

24 Q. Mr. Gorman, with respect to the personal
25 property and furnishings damaged during the move,

1 did you have insurance to cover such damage?
 2 A. I think there was some insurance, but I
 3 don't believe it covered all the damages. I don't
 4 really remember.
 5 Q. With respect to the loss on the sale of the
 6 Metropol townhome, please describe what you mean by
 7 that.
 8 A. Well, the real estate market in Metropol
 9 was very bad at the time we sold our townhouse, and
 10 we had to sell in a hurry, so we were forced to take
 11 less for it than what it was worth.
 12 Q. For how much did you sell your townhouse?
 13 A. \$350,000, but it was worth at least
 14 \$365,000.
 15 Q. Do you have any real estate appraisal or
 16 any other document which shows that your townhouse
 17 was worth \$365,000 at the time it was sold for
 18 \$350,000?
 19 A. Not yet.
 20 Q. As to the renovations and redecorating of
 21 the Rocky Mount house, please describe for me what
 22 that entails.
 23 A. Well, we had to buy a house in Rocky Mount
 24 very quickly because of the move and everything. We
 25 really didn't have time to find exactly what we

1 wanted, so we had to make renovations to make our
 2 new home comparable to the one which we had in
 3 Metropol. Also, my wife is very allergic to cats,
 4 and the people who lived in the Rocky Mount home
 5 before us had several cats. We had to replace all
 6 the wall-to-wall carpeting in the house.
 7 Q. Did you first try to clean the carpeting to
 8 see if that would solve your wife's allergy
 9 problems?
 10 A. No, we didn't. I know my wife's allergies,
 11 and it wouldn't have helped. Also, my wife has
 12 asthma, to expose her to that would have been
 13 dangerous.
 14 Q. Mr. Gorman, you stated before that you and
 15 your wife separated around New Year's Day of YR-1?
 16 A. Yeah. Thanks to Sterling & Morgan.
 17 Q. Have you or your wife started any divorce
 18 proceedings?
 19 A. Not yet.
 20 Q. Do you attribute in any way the breakup of
 21 your marriage to your termination from Sterling &
 22 Morgan?
 23 A. I certainly do. The dumping I got from
 24 Sterling & Morgan, my difficulties in finding a new
 25 job and being forced to start a new professional

1 life in my early 30s caused me a lot of strain and
 2 stress, which led directly to problems in my home
 3 life and caused the breakup with my wife.
 4 Q. Have you sought any treatment by a
 5 counselor, psychologist, psychiatrist, or other
 6 mental health professional for this "strain and
 7 stress" which you are referring to?
 8 A. No, not yet.
 9 Q. Thank you Mr. Gorman, I have no further
 10 questions.
 11 (Deposition concluded)
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 23
 24
 25

A			B
able	agreement	arm	back
13:25 15:2	5:5,7	3:4	10:17 11:1 18:8 21:8
accepted	ailments	arrangement	21:17,24
3:11 4:7	2:25	5:17	background
ACEVEDO	airfare	asked	3:8
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