

managerial officer, agent or employee of a party in *State of Ohio ex rel Ohio Valley Mall Company v. Mahoning County Commissioners, et al.*, 2006CV3032. During that deposition testimony, the Defendant knowingly made false statements under oath about items material to the lawsuit. At pages 22 through 24 relative to questioning concerning the Chase Bank credit facility with respect to Oakhill, the following exchange occurred at page 22 therein:

Q: *"Okay. Did you offer to guarantee that line of credit?"*

A: *Absolutely not. Why are we going to guarantee that line of credit?"*

Q: *So you absolutely did not do that?"*

A: *Did not". (See STATE 015744).*

The following exchange occurred at page 24 therein:

Q: *"and just to be very clear, you never offered to guarantee the line of credit?"*

A: *that is correct". (See STATE 015746).*

The false statement was made to conceal the existence of the defendant's contact and coordination of efforts to block the Mahoning County effort in acquiring the Oakhill property and the move of the Mahoning County Department of Job & Family Services from the Cafaro-controlled Garland Avenue property to Oakhill.

A representative of JPMorgan Chase Bank has acknowledged that Anthony Cafaro Sr. did offer to guarantee a line of credit of \$100,000 to the bankruptcy trustee (See STATE 036252-036253).

A representative of JPMorgan Chase Bank has acknowledged that the underwriting department of the bank recommended against lending \$100,000 to the bankruptcy trustee of the Oak Hill property and that the line of credit would not have been made on its own merits, if not for the relationship between The Cafaro Company

and the bank. (See STATE 036253-036254). The "Oak Hill Bldg file" of the Ohio Valley Mall contained an e-mail from the bankruptcy trustee to Senior Vice President James Pitzer on May 23, 2006 at 2:28 pm which read: "Jim, Unless I receive 100K commitment from your bank by 3pm, I will proceed with seeking abandonment of the property ..." (See STATE 011804). The abandonment of the Oak Hill property by the bankruptcy trustee would have cleared the way for Mahoning County to obtain the Oak Hill building on a fast track. In a hand written note, in hand writing consistent with that known to be from Anthony Cafaro Sr., dated May 23, 2006 read: "w/ Jim Pitzer - I need loan comm. NOW!" (See STATE 011803). One hour and 32 minutes after the Bankruptcy Trustee wrote of his intentions to abandon the property, an attorney on behalf of the Trustee wrote an e-mail on May 23, 2006 at 4:00 pm to James Dobran, an attorney with The Cafaro Company, that read: "Mr. Dobran, We met with Jim Pitzer and received a commitment from Chase about 30 minutes ago." (See STATE 011800).

On the exact same day, May 23, 2006, that JPMorgan Chase Bank committed to a line of credit to the bankruptcy Trustee, Anthony Cafaro withdrew \$100,000 payable to himself out of an account whose check bears the captioned letterhead of "The Cafaro Company" (See STATE 037284). That \$100,000 check cleared through a personal account of Anthony Cafaro at National City Bank. Three (3) days later, on May 26, 2006, Anthony Cafaro Sr. wrote a check payable to himself from the National City Bank account for \$100,000 (See STATE 037186) and deposited that \$100,000 with JPMorgan Chase Bank to open a new savings account on May 26, 2006 (See STATE 037288); just one day after the bank formally signed the line of credit agreement with the Bankruptcy Trustee (See STATE 024387-024391).