INVESTIGATIVE ASSESSMENT AND CONSULTATIVE REPORT©

August 25, 2011

The Death of Arturo Gatti

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This Investigative Assessment and Consultative Report is based upon Brazilian police reports, interviews, affidavits, Medical Examiner reports, independent experts, witnesses and other evidence gathered by the investigators who have signed this report. Patrick Lynch of Pat Lynch Boxing, Inc. of Secaucus, New Jersey retained the reporting investigators. This investigation is being conducted as an open Death Investigation.©

INVESTIGATIVE ASSESSMENT AND CONSULTATIVE REPORT©

Porto de Galinhas, Brazil

Death Investigation

Arturo Gatti Male/Caucasian 37 years of age

Case Facts:

The body of Arturo Gatti was found by his wife, Amanda Gatti, on the morning of July 11, 2009 on the kitchen floor of the condo he and Amanda had rented in the northeastern resort town of Porto de Galinhas, Brazil.

Arturo was a citizen of Canada. Amanda is a citizen of Brazil.

Crime scene photos show, and Brazilian reports note, Arturo's body lying on its left side, with his head partially under a kitchen counter. A large puddle of blood stained the white floor tiles around his head. He was badly battered and bruised. He appeared to have been in a fight. A deep ligature mark showed beneath his chin. His tongue hung from his bloated, discolored face. His right ear was engorged. On the back of his head was a three centimeter long gash crusted with coagulated blood. His eyes were closed. A clump of mucus bulged from his left nostril. He was clothed in a pair of blue briefs.

Family and friends reported that he had been in perfect health hours before his death.

This death took place in a middle class resort hotel in Brazil. The area residents are mostly guests and transients. There was no evidence of forced entry. It was later determined that access to the condo was accomplished using an electronic key card. It did not appear that a robbery or burglary had occurred. $600.00(USC), R$235.00 in Brazilian paper money (Reais) and R$3.90 reported to belong to Arturo were found in his wallet and on the kitchen table.

Cause of death: The Brazilian Scientific Police determined the official cause of death to be ***suicide by hanging.***

Time of death: Estimated at 3:00 a.m.

Persons known to be present at time of death: Victim's wife, Amanda Rodrigues Gatti, and their ten month old son were in the condo.

INVESTIGATIVE PROCEDURES

Consulting Experts

Due to the notoriety and the high profile of the victim in this case, the reporting investigators sought out the opinions of various experts in the fields of: medicine, forensic profiling, federal law enforcement, science, and forensic animation. All of the below listed experts are well known and very prominent in their respective fields. We have listed their short bios here. Their reports, full credentials and curriculum vitaes are attached addendums to our written report.

In Alphabetical Order:

Michael Baden, M.D.
NY, NY
Michael Baden is the former Chief Medical Examiner of New York City and past Chief Forensic Pathologist for the New York State Police. He has preformed over 20,000 medicolegal autopsies. He was Chairman of the Forensic Pathology Panel of the U.S. Congress Select Committee on Assassination that re-investigated the deaths of President John F. Kennedy and Martin Luther King, Jr. in the 1970's

Alfred P. Bowles, II, M.D.
San Antonio, Texas
Dr. Bowles is an acute care physician and a consultant at Biodynamic Research Corporation in San Antonio Texas. He is also an expert in biomechanics, kinematics, injury causation, mechanism of injury and vehicle crashworthiness.

Special Agent Stephen K. Moore (Retired FBI)
Los Angeles, California
Special Agent Moore is a 25 year veteran of the Federal Bureau of Investigation. While employed by the FBI, he worked extensively overseas in assignments that included participating in, or supervising, homicide, terrorism, and White Supremacist investigations.

Andre Stuart
21st Century Forensic Animations
Ft. Worth, Texas
Andre Stuart is one of the pioneers of forensic animation. He is the founder of the oldest animation firm in the U.S. He has led the industry in innovations, as well as in precedent setting cases in local, state, federal, and international courts.

Brent E. Turvey, M.S.
Sitka, Alaska
Brent Turvey is a forensic scientist and criminal profiler in private practice. He specializes in crime scene investigations, homicides, sexual homicides, domestic homicides and other violent crimes. He has testified, lectured, and instructed as an expert in dozens of jurisdictions throughout the world. He is the author of seven textbooks.

Dr. Cyril H. Wecht, M.D., J.D.
Pittsburgh, PA
An expert in Forensic Medicine, Dr. Wecht has frequently appeared on several nationally syndicated programs discussing various medicolegal and forensic scientific issues, including medical malpractice, drug abuse, the assassinations of both President John F. Kennedy and Senator Robert F. Kennedy, the death of Elvis Presley, the O.J. Simpson case, and the JonBenet Ramsey cases. His expertise has also been utilized in high profile cases involving Mary Jo Kopechne, Sunny von Bulow, Jean Harris, Dr. Jeffrey McDonald, the Waco Branch Davidian fire, and Vincent Foster. A comprehensive study of these cases is discussed from the perspective of Dr. Wecht's own professional involvement in his books, Cause of Death, Grave Secrets, and Who Killed JonBenet Ramsey? (All published by Dutton/Penguin)

Dr. Stanley M. Zydlo MD, FACEP, MSFE
Chicago, Illinois
Dr. Zydlo is a Board Certified Emergency Medicine physician with over fifty years of hands-on medical experience. He is the primary physician responsible for the modern paramedic era in the world today. He has treated every injury known to modern western medicine. Dr. Zydlo also holds a Master's Degree in Forensic Examination. He has lectured extensively throughout the world.

Victimology

One of the most significant factors to consider in any death investigation is *victimology.* In suicide and homicide investigations, its importance is in ascertaining motives, suspects and risk factors (high, moderate and low). These risk factors are based on the lifestyle, neighborhood, occupation, or any other specific circumstances that may occur in a person's life.

Victimology is the collection and assessment of all significant facts as they relate to the victim and his lifestyle. Personality, employment, education, friends, colleagues, family, habits, hobbies, marital status, relationships, dating history, sexuality, reputation, criminal record, history of alcohol or drugs, physical condition, and neighborhood of residence are all pieces of the puzzle that comprise victimology.

Using Victimology to focus the investigation

Who was the victim and what was going on in his life at the time of the event(s)?
The best sources of information will be friends, family, associates and neighbors. That will be the initial focus of the investigation. The family and friends can provide personal information about the victim and will assist the investigator(s) to piece together the scene information with the victim's behavior. Was the victim having any problems? Had the victim recently expressed any fears? Had the victim made any complaints about persons, personal situations or fellow workers? Did the victim express any concerns about his safety or security?

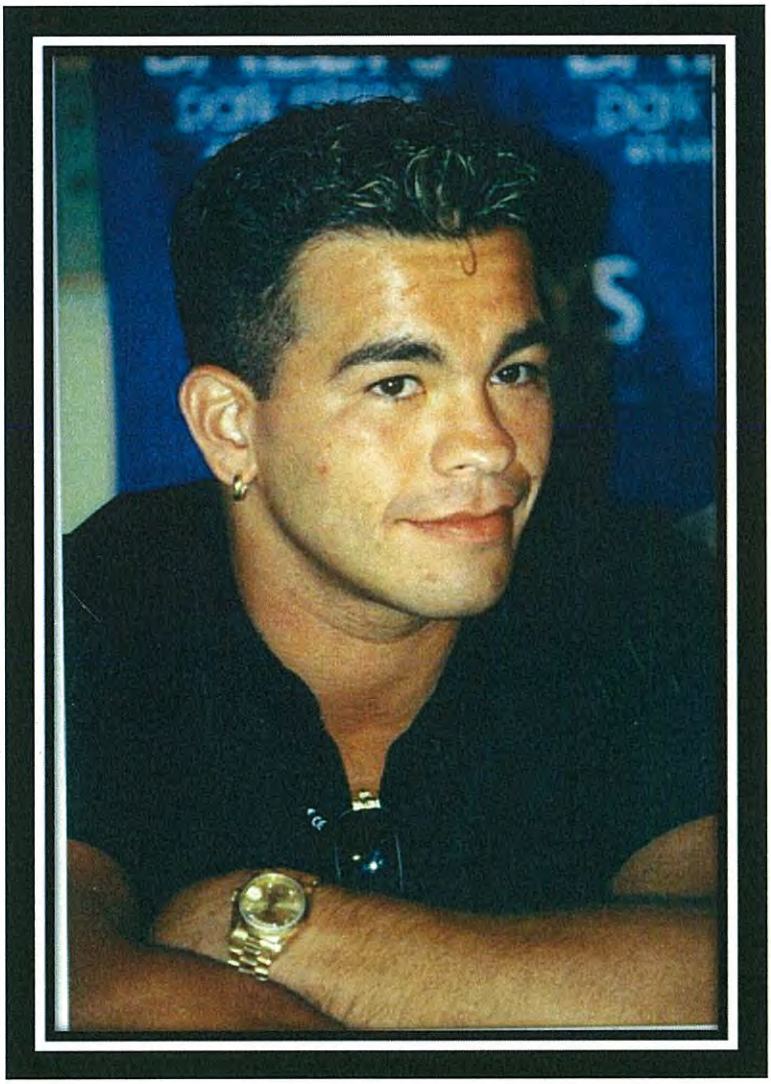
What took place? Why did it occur? Who could have done it?
Those are the three general questions that homicide investigators should consider in a death investigation.

Crime Scene Documentation and Preservation

The two most basic principles in homicide investigation are documentation and preservation. There is nowhere in the investigation that these two functions are more critical then at the crime scene. The crime scene is where it all begins for the investigators.

It is critical that nothing be touched or moved. It is essential to identify and preserve evidence as it appears at the scene. If an item of evidence has been moved or altered, it is impossible to restore it to its exact, original position.

VICTIM: ARTURO GATTI



ARTURO GATTI (1972-2009)

Arturo Gatti was born on April 15, 1972 to Giovanni and Ida Gatti. At the time of his death on July 11, 2009, he was 37 years, two months and 26 days old. He had three sisters and two brothers.

Arturo had a daughter, Sofia, from a previous relationship. She was born March 31, 2006 in New Jersey. Sofia lives with her mother in New Jersey. Arturo's relationship with his daughter up to the time of his death was excellent. His relationship with Sofia's mother had been contentious for a number of years, with much litigation concerning child support and visitation. However, at the time of Arturo's death, they had been getting along much better and their financial issues had all been resolved in the New Jersey courts.

Arturo married Amanda Rodrigues in Las Vegas on August 26, 2007. They had met at The Squeeze Lounge located at 1820 Willow Road in Weehawken, New Jersey in June 2006. Amanda was employed there as an exotic dancer and Arturo was a customer. Their first meeting occurred one evening when Arturo entered the club with his 110 pound German Shepherd, "Hex." They began dating that night and within three months Amanda quit her job at Squeeze and moved in with Arturo. This was Arturo's first marriage and also Amanda's first.

On September 9, 2008, Amanda gave birth to their first and only child, Arturo, Jr.

At the time of his death, Arturo was a self-employed building contractor in Montreal, Quebec, Canada. He was a partner in *The Group Gatti/Rizzo Inc.* with his lifelong friend, Tony Rizzo. They had recently completed an 82 unit building in Montreal's Little Italy neighborhood on Jarry Street. These were high end, ultra modern units, with all of the luxury appointments one would expect. *Gatti/Rizzo* was in the late planning stages of building a 300 unit project in Montreal. It was a very profitable firm looking to expand to the United States in Camden, New Jersey.



Gatti/Rizzo completed condo project in Montreal

Psychological Autopsy: Arturo Gatti

To date no law enforcement agency, medical examiner's office, or any other governmental body, has questioned or interviewed the many people who knew Arturo Gatti. This is inexcusable in a case of this nature. There has been no exam of any of the extensive financial records maintained by Arturo's agent, attorney, business partners, stockbrokers or bankers.

Members of his immediate family, lifelong childhood friends, professional colleagues, and the people who interacted with him in a meaningful and substantive manner were also not interviewed. These are the people who conversed, socialized with, and knew the subject best. Yet, to our knowledge, no attempt has ever been made to make the simplest of inquiries with regard to Arturo's mental health and state of mind at the time of his death.

Had a minimal effort been undertaken by the authorities to attempt to grasp what was actually going on in Arturo's life, our efforts in this case would, in all likelihood, have been unnecessary. With this in mind, we offer the following factual information with regard to what Arturo was thinking and doing the last several months of his life.

Suicide victims normally and usually display certain kinds of behavior prior to taking their own life. Listed below we detail what Arturo was thinking about and, more importantly, what his actions were preceding his death:

In dozens of interviews we conducted, it became obvious that though his marriage was collapsing, despite his best efforts to salvage it, Arturo was the most optimistic and happy he had been since retiring from boxing. He had moved back to his childhood home. He was involved in complex and detailed businesses that kept him busy and occupied. Extremely close friends and relatives surrounded him. And finally, he was involved in extensive and wide ranging plans for the future, including plans with his Florida girlfriend.

While Arturo was in Europe with Amanda, he called his best friend and business partner, Tony Rizzo. This call occurred on June 18, 2009 when he left a voicemail message: "Yo, Tony you were right. It's a fuckin' nightmare. I'll talk to you later, alright? I'm going to be back sooner than I expected."

There had been an ongoing dialog between the two friends for several months. To summarize Tony's advice, he repeatedly warned Arturo that he felt:

A. Amanda was mentally unbalanced.
B. Amanda had no desire to be a mother.
C. That Arturo needed to divorce her and do it as soon as possible.

Tony Rizzo stated that this was a constant thread of their conversations. He said that he felt that Arturo's life was in danger. Tony believed Amanda was so unstable and her behavior so bizarre that he felt she was a walking time bomb.

Regarding Arturo's future plans, we learned that when Arturo retired from boxing in 2007, he sold his real estate in the United States and returned to Canada where he promptly entered into a partnership with his childhood friend, Tony Rizzo.

He also had several conversations with Pat Lynch, the only manager that he had during his professional boxing career since beginning at the age of 19. Pat stated that Arturo told him that he planned to:

1. Develop multiple high end apartment/condo building complexes.
2. Get a divorce.
3. Raise his son, as a single parent.
4. Purchase and remodel a new condo in Montreal for himself and his son.
5. Buy and invest in gyms in Montreal.
6. Become a boxing promoter and develop young boxing talent in Montreal.
7. Plan trips to see actor Mark Wahlberg and former boxer Mickey Ward.
8. Help train Mark Wahlberg for the movie "Fighter".
9. Co-promote fights with Lynch in Canada.
10. Buy multi-level real estate buildings for investment.
11. Look at real estate investments in Camden, New Jersey.
12. Fight in the UFC (3 fight plan)
13. Bring his new girlfriend to Montreal in July 2009 to see new apartment and to meet his family.

Social Activities



One of the last photos taken of Arturo Gatti with girlfriend in Ft. Lauderdale, FL.

Arturo Gatti had a rich and active social life in Montreal. Friends and associates stated that Arturo worked out daily with two to three friends and local trainers. His workouts would last anywhere from two to four hours. He played in an adult hockey league two to three nights a week.

In addition to spending significant amounts of time with a new girlfriend he had met in Florida, Arturo would regularly travel to the North New Jersey area where he would hang out with friends, play golf and conduct business transactions.

Arturo also had a close-knit circle of lifelong friends that he would see two to three times a week for dinner. He was exceptionally close to his mother, stepfather and brother, Fabrizio. As he was living with his mother, he spent significant amounts of time with her and her husband.

Summarizing, Arturo's social life can be simply described as active, busy and for the most part happy.

Signs of Depression

In examining the mood and activities of Arturo in the days and months previous to his death, it appears that the only serious mood swings or signs of depression he displayed were those Amanda claims to have witnessed.

In considering the allegation that Arturo may have been clinically depressed, we inquired about the following issues when interviewing his friends and family:

1. Was Arturo in a depressed mood most of the day, or nearly every day, as indicated by either subjective report (e.g. feels sad or empty) or observation made by others (e.g. appears tearful)?
2. Did he show a markedly diminished interest or pleasure in all, or almost all, activities most of the day, nearly every day (as indicated by either subjective account or observation made by others)?
3. Did he display a significant weight loss or gain when not dieting or training?
4. Did he suffer from insomnia or hypersomnia nearly every day?
5. Did he suffer from fatigue or loss of energy nearly every single day?
6. Did he have feelings of worthlessness or excessive or inappropriate guilt (which may be delusional) nearly every day (not merely self-reproach or guilt about being sick)?
7. Did he display diminished ability to think or concentrate, or indecisiveness, nearly every day as observed by others?
8. Did he have recurrent thoughts of death (not just fear of dying), recurrent suicide ideation without a specific plan, or a suicide attempt, or a specific plan for committing suicide?

In interviews with over 75 friends and close relatives, and a girlfriend, no one reported that Arturo suffered from depression. He was never under the care of a mental health professional. He was never treated with any pharmaceutical drugs for depression.

As a former three-time world champion boxer, he maintained a physical fitness level that can only be described as world class. He had no health issues of any kind. When he died, he was within five pounds of his professional fighting weight. According to his friends and family he worked out frequently.

The only person who ever stated that Arturo was depressed was Amanda. The only time Amanda ever mentioned this issue was when the Brazilian authorities were questioning her about her husband's death. *Considering that there was no corroborating data from any other legitimate source, we consider her statements to be self-serving and without any factual basis.*

In our inquiries into Arturo's mental health issues or lack thereof, our conclusions based on the above-mentioned criteria suggest that he was not suffering from any form of depression.

Financial Issues

Through excellent professional management, superior legal advice, sound financial planning, and prudent real estate investments, Arturo retired from professional prize fighting a very wealthy young man. He had no financial troubles. He was free of any significant debt and mostly lived a modest lifestyle when at home in Montreal. At the time of his death, Arturo's net worth was in excess of six million dollars.

Other than untreated clinical depression, financial issues are the single biggest cause of suicides. *Arturo Gatti was not depressed and had no financial issues.*

Forged Emails and Missing Assets

On June 25, 2009, Amanda sent an email in Arturo's name from Brazil to Merrill Lynch in New Jersey. This was a request for $300,000(usc). *See Appendix L.*

When Merrill Lynch became suspicious after speaking with Arturo's New Jersey attorney and agent, they sent a written release document to Brazil. This document was never signed because Arturo had no knowledge of it. He hadn't requested the money.

There is a suspicious trail of money being diverted or transferred by Amanda to particular accounts, with no transfer to those same accounts by Arturo, perhaps indicating that he was unaware of Amanda's transfers.

Future Legal Plans

There is no question that Arturo was planning to divorce Amanda. In support of this we offer the following:

1. Arturo and Amanda had been involved in a physically violent relationship that started from the time they were dating and continued through the last day of his life.
2. Arturo was aware of the fact that Amanda was spending his money as fast as she could get her hands on it.
3. Arturo knew Amanda was never going to be the wife, and mother to his child, that he had hoped for.
4. Arturo had visited and spoken at length with a divorce attorney in Montreal.
5. Arturo had a copy of his pre-nup faxed from his attorney in New Jersey to his divorce attorney in Montreal.
6. Arturo had purchased a much smaller and less grandiose one bedroom apartment to live in with his son, Arturo, Jr.
7. Arturo had informed Tony Rizzo that he was going to divorce Amanda.

Victim's Wife: Amanda Gatti

On the morning that Arturo's body was discovered, Brazilian investigators examined the crime scene, interviewed Amanda Gatti and re-interviewed her a second, and perhaps third, time within the next two days. She was arrested on July 12 for Arturo's murder and jailed without bond.

Colleagues, family members, friends and others close to Arturo were unanimous in their opinion that the police had arrested the right person. The question was, were others involved? Our subsequent evaluation of "The Victimology," as well as the initial police interview(s) with Amanda, also pointed to her as a person of interest with substantial motive.

In initial interviews with the Brazilian police and media, Amanda stated that she and Arturo had had an argument the night before his death outside a restaurant, in a public street. This argument resulted in Arturo pushing Amanda to the ground causing her to scrape the bottom of her chin and arm. This was a fairly loud, physical altercation that was witnessed by numerous individuals. However, on August 26, 2008, in an interview with the Brazilian newspaper, *Do Jornal do Commercio*, Amanda stated the following in response to some of the questions posed to her:

Q. "Arturo's family say that he changed his will two weeks before his death and that you are the only beneficiary. Is this true?"

A. "I don't know the date that he changed that will, but my husband had only one will previously because his profession was of high risk and if he dies the government would get it all. It's more than natural that when you get married, have a child that you will do this. Now, I never made my husband change his will, he was a difficult person to manipulate."

Comment: Amanda was more than perfectly aware that Arturo changed his will on June 17, 2009. She found the notary who prepared it. She dictated the terms of the will to the notary. She brought Arturo to the notary's office and had him sign the will. In our interview of the notary, he told us that he had never met or spoken to Arturo prior to that day. The will was filled out and awaiting Arturo's signature when Arturo arrived at the notary's office.

Regarding Amanda's alleging that Arturo only filled out a will previously because he was in a high risk profession---this is nonsense. Arturo had filled out an extensive 28 page will and trust that left explicit and detailed instructions that included gifts to his mother, brother Fabrizio and his daughter Sofia.

Regarding Amanda's comment that Arturo was "a difficult person to manipulate," the record of her constant manipulation speaks for itself.

In interviews with witnesses in this case, and especially those witnesses close to Arturo, they were overwhelmingly unanimous in their opinions that Amanda was a master at manipulating Arturo. For example:

1. Amanda was able to convince Arturo to spend tens of thousands of dollars on her divorced parents. When asked by a friend why he would spend $75,000 on a house for Amanda's father in Brazil, he responded by saying, "Hey, if it shuts her up (Amanda Gatti) and keeps her quiet, it's worth it."

2. Amanda was able to convince Arturo to go on a "second honeymoon" after they had sought out an attorney and after he had not lived with her for almost six months.
3. Amanda was able to convince Arturo to change his will just weeks before he was murdered.
4. Amanda would insult, hit, belittle Arturo in public and then convince him to violate court orders and come to their home to see her.

The historical record is just riddled with examples of Amanda trying to, and often successfully, manipulating Arturo into doing what she wished.

Q. "How was the relationship with Arturo? Did you fight a lot?"

A. "My husband loved me very much and I loved him very much. All couples have discussions (disagreements). My husband was never married; he married when he was 34 years old. If we had that many problems in our marriage, we wouldn't travel so much. Before coming to Brazil, we went to Paris for our honeymoon, only the two of us."

Comment: Amanda is correct. She and Arturo did have discussions (disagreements). In Las Vegas when they were married, there was a (discussion) domestic violence incident. In Hawaii, when they were vacationing, on January 8, 2008 there was a (discussion) domestic violence call to the Ritz Carlton Hotel, which resulted in Amanda being arrested and deported In Montreal, the police were often called to their home because of (many discussions) domestic violence issues. On the night before Arturo's death, there was a (yet another discussion) domestic violence incident in the street between the two of them that resulted in injuries to both.

Prior to arriving in Brazil, Arturo left a phone message for his business partner, Tony Rizzo: *"Yo, Tony you were right. It's a fuckin' nightmare. I'll talk to you later, alright? I'm going to be back sooner than I expected."*

Q. "The police say that the morning that he died he had beaten you?"
A. "He pushed me."
Q. "Only pushed?"
A. "Yes only."
Q. "Did Arturo ever talk to you about suicide?"
A. "No. But he always said he would never separate from me."
Q. "Were you going to leave him?"
A. " I think that the only real thing that could separate us with death."

Comment: Arturo and Amanda were separated the last six months of their marriage. He had moved to his mother's home and was planning to move into the condo he had purchased for his son and himself.

Q. "What did you do that day?"
A. "Lots of people say: How did you not see the body on the floor? He was sleeping on the lower floor, so it's more than normal that I locked my door, we had just had a fight. It was more than normal that at 6:30 a.m. when I went to make Junior's milk, that I was upset, because I am a

human being. When I fight, I don't go kiss."

Q. "You thought he was drunk and sleeping?"
A. "I thought that he was sleeping because he drank. I even opened the garbage and saw beer cans. At 9:30 when I woke up, I noticed what had happened."

Q. "You passed by his body?"
A. "I did not pass by his body. I didn't step on his body. I looked and he was lying down. There was no blood, there was nothing. I never thought that my husband would commit suicide."

Comment: The physical evidence is overwhelming that Arturo was dead at 6:00 a.m. on the morning of July 11, 2009. The voluminous amount of blood present around his head on bright, white floor tiles makes it a virtual impossibility that Amanda did not notice a problem. The evidence further suggests that Arturo had been dead at a minimum of three hours by 6:00 a.m. That puts the actual time of death at approximately 3:00a.m. This would indicate that Arturo died approximately 28 minutes after the hotel's electronic key records show that he entered the room on the morning of July 11, 2009.

THE CRIME SCENE

A "Forensic Site Examination" was conducted by Dr. Francisco De Assis De Moura Cruz and Dr. Vanja Olivera Coelho on July 11, 2009 beginning at 1210 hours and finishing at 1456 hours, for a total of two hours and 46 minutes. According to these two individuals, they observed the following upon their arrival at the scene:

"the on-duty chief of Porto de Galinhas Civil Police Station, official Valdemir, etq. Who commanded UM 640, informed that he had already entered the apartment with his team of police officers and would have noticed that money and jewelry were on the table. The police authority said that he ordered to lock the apartment and waited for the experts to arrive.

Also Military Police Unit (BPM) commanded by Solider Miguel, register No. 29.208.7. Finally a three man Team of the 5th Southern Unit of DHPP (The Homicide/Person Protection Police Department) was on site, commanded by the Police Chief. All of these had entered the site before we arrived."
(Page 3, 3rd para, lines 13-22, of the Forensic Report dtd 07/29/11)

On July 12th, at 1525 hrs, the technical team arrived at the crime scene for a second time to conduct more tests. According to their reports, they left at 1710 hrs. On this day they spent one hour and forty-five minutes. *In the two days that they worked up the crime scene, they spent a total of four hours and thirty-one minutes there.*



Brazilian crime scene photo depicting Gatti's body. Note massive amount of blood around body and no purse strap or other implement near or on victim's body.



Purse strap is alleged to have been used to kill Gatti. Note distance from body and behind other objects found at crime scene.

INVESTIGATIVE ANALYSIS AND OPINION

WITNESS INTERVIEWS

During the course of this long and extensive investigation over 75 witnesses were interviewed. The criteria for whether or not someone was interviewed was:

a) Did the person have direct knowledge of the event in Brazil?
b) Did the individual have knowledge of Arturo and Amanda's relationship?
c) Did the witness have direct knowledge of any interactions between Arturo and Amanda?
d) Did the witness possess any significant information that would help determine any relevant motivating factors in Arturo's death?
e) Is the witness willing to testify in court, if called?

There are a number of themes that run through the thread of all the witness statements:

1. Amanda was violent.
2. Amanda was transferring funds from Arturo's accounts.
3. Amanda had threatened Arturo's life on more than one occasion.
4. Amanda physically attacked Arturo on a number of occasions.
5. Arturo planned to get a divorce.
6. Amanda knew a divorce was imminent.
7. Amanda was desperate to get all of Arturo's money.
8. Amanda constantly embarrassed and belittled Gatti family members in an attempt to bait Arturo into a domestic violence incident(s).
9. Amanda was aware that Arturo was romantically involved with a woman from Florida and that the relationship was very serious.
10. Amanda knew there was a legally enforceable prenuptial agreement that would prevent her from receiving any significant monies or assets in a divorce.

Timeline

In compiling facts in this case, we established a timeline to document significant known dates and times. This was accomplished from official documents and witness accounts.

Date/Time	Action
03/31/06	Sophia Gatti born
6/--/06	Arturo meets Amanda Rodrigues at The Squeeze Lounge in New Jersey[1]
4/26/07	Arturo signs 38 page will and trust in New Jersey
7/14/07	Arturo retires from professional boxing
8/22/07	Arturo and Amanda sign prenuptial agreement in New Jersey
8/26/07	Arturo and Amanda get married in Las Vegas
01/08/08	Amanda arrested in Maui, HI and deported after Domestic
06/--/08	Arturo and Amanda move to Montreal
09/09/08	Arturo Gatti, Jr. born
12/07/08	Domestic disturbance in Montreal
01/15/09	Arturo moves into Ida Gatti's home
03/24/09	Arturo arrested after domestic in Montreal
04/10-12/09	Arturo in Florida with paramour
04/16/09	Arturo arrested for failure to appear in court
04/25-28/09	Arturo in Florida with paramour
05/07/09	Arturo retains prominent divorce attorney in Montreal
05/11/09	Divorce attorney has conversation with Amanda and her attorney
06/02/09	Amanda damages Arturo's car in another domestic disturbance
06/--/09	Arturo flies to Newark. Has black eyes. Meets with Roland Reznik
06/07/09	Arturo speaks with paramour in Florida for last time
06/--/09	Amanda discovers relationship between Arturo and Florida woman
06/15/09	Gatti neighbor Cucuzzella sees/hears fight between Amanda & Arturo
6/17/09	Arturo signs new 8 page will in Montreal
06/--/09	Arturo and Amanda fly to Europe
06/18/09	Arturo calls Rizzo from Europe and leaves VM: "Yo, Tony you were right. It's a fuckin' nightmare. I'll talk to you later, alright? I'm going to be back sooner than I expected."
06/25/09	Email request for $300,000 sent to Merrill Lynch from Brazil
07/02/11	Arturo flies to Brazil with Arturo, Jr.
07/11/09 Approx. 12:30 a.m.	Arturo and Amanda have domestic in street in Brazil
07/11/09 0232 hrs.	Last time room key is used to enter condo in Brazil
07/11/09 0300 hrs.	Approximate time of Arturo's death
07/11/09 0600 hrs.	Amanda sees Arturo's body on kitchen floor
07/11/09 0900 hrs.	Amanda notifies hotel personnel of problem
07/12/09	Amanda is arrested for murder and jailed.
07/30/09	Amanda is released and cleared. *Suicide declared.*

[1] Incomplete dates are accurate only as to the month and year of occurrence.

There are 34 significant events in this timeline. Eight of them, or approximately 23.5%, involved physical altercations between Arturo and Amanda.

When examining the timeline, a number of critical issues become very clear:

1. In January 2009, Arturo leaves the marital residence and moves into a bedroom in his mother's home. From that time on, Arturo and Amanda are separated. They never share the same address again.

   Shortly before the separation, Amanda told Gisele Mineiro not once, but three times, that she is going to kill Arturo if she can get him to Brazil. This prediction, or threat, becomes a reality in six months.

2. On April 10, 2009, Arturo begins a very intense relationship with a woman in Florida. Eventually he makes long range plans with her. He informs her that he will do just about anything to avoid losing custody of his son. He discloses that he is planning to divorce Amanda and eventually invites the new woman to Montreal to meet his family. As late as June 7, 2009, he is still speaking to this woman. *(See photo on page 8)*

   Amanda discovers some text messaging from the woman and forces Arturo to get a new phone number.

3. On June 15, 2009, Arturo's next door neighbor, Nicola Cucuzzella hears and sees a fight between Arturo and Amanda. Amanda is telling Arturo, "Why don't you come down to Brazil? I'll show you." Arturo responds, "Yeah, I'm gonna come down there (Brazil) and see what you're going to do."

   Clearly, the implication is that something bad will happen to Arturo if he sets foot in Brazil.

4. On June 17, 2009, Arturo signs a new will that, to say the least, is questionable. Prior to signing of this will, Arturo had always utilized the services of the same notary in Montreal. Without exception this notary had always prepared any and all legal papers that Arturo needed. Surprisingly he signs this new will before a notary with whom Amanda had located and contracted with. Arturo walks into an office to a new notary and signs a new will that basically leaves his entire fortune to Amanda and her family. By signing this second will, he disinherits his daughter, as well as his entire family. This will was prepared at Amanda's direction. Arturo never saw this will until the day he signed it.

5. On June 25, 2009, while Arturo is in Canada, an email request is sent in his name to his broker at Merrill Lynch in New Jersey. The request asks for $300,000(USC) to be transferred to his bank account in Montreal which he shares with Amanda. (See attachment)

   Fortunately, Thomas McManus, the Merrill Lynch broker asks for a signed release, which is never signed. The money is not transferred, but remains at Merrill Lynch. We

believe that this correspondence was yet another ploy of Amanda's to pilfer Arturo's funds.

Twenty-four days later, Arturo Gatti is dead and his wife, who is initially arrested for his murder, but later released and cleared, inherits every penny Arturo had.

Alleged Drug and Alcohol Issues for Arturo Gatti

Much has been written about Arturo's drug and alcohol use. His own wife has referred to him as "junkie." A book was published in Canada that makes several undocumented allegations of drug and alcohol abuse. For these reasons, we are including the official government documents that deal with drug testing and suspensions for any type of drug abuse. *See Appendix Q.*

To summarize, Arturo fought 49 professional fights starting on June 10, 1991 when he was 19 years old. His last fight was on July 14, 2007 when he was 35 years old. In a seventeen year period, he was drug-tested by state boxing commissions on 49 separate occasions for an average of 3.1 times per year. During that seventeen year period he did not have one positive test. He was suspended on three occasions for physical injury issues involving cuts, contusions and concussions. He was reinstated on every occasion. (See attachment)

It is our conclusion, based on the evidence at hand and gathered during our investigation, that Arturo Gatti was neither a drug addict nor alcoholic either in the clinical sense of these terms or in the commonly accepted opinions of those who knew him best.

Certainly, there were periods in his life when he participated in the consumption of drugs and alcohol. There were even people who really believed that Arturo was an alcoholic and/or serious drug abuser. We are sure there were periods throughout his lifetime when he did over indulge. There was even one occasion when Arturo was rushed to the hospital for drinking and or using drugs to excess. He was treated and released and this event is so far removed from his death it is a non-event in the case in hand. It has little or no bearing on the ultimate cause of his death. The drug screen that was performed by the Brazilians showed zero drug activity within his body. There was no alcohol test performed. Arturo had been drinking on the day of his death, but no one we interviewed stated that he was drunk or intoxicated on that date, nor were there any such comments in the police reports.

To summarize this whole alcoholic/drug addict hypotheses, we would suggest that this entire subject is an attempt to draw attention away from the actual physical evidence in this case. It is simply a smoke screen being used by those who have a separate agenda. Any and all allegations of this nature are refuted and debunked by the official government-maintained records from the states of New Jersey, New York and Nevada.

We will have no further comment on this issue as it relates to this report.

What Actually Happened to Arturo Gatti?

The circumstances surrounding the death of Arturo Gatti overwhelmingly inculpate his wife, Amanda Rodrigues Gatti, as the primary suspect. If Amanda did not commit the actual murder herself, she had assistance from an unknown co-conspirator(s).

The authorities in Brazil retain jurisdiction in the actual overwhelming physical and circumstantial evidence in this case. Although they correctly arrested Amanda for this murder in an appropriate and timely manner, they eventually, for reasons only known to a select few individuals, released her without charging her for any criminal acts.

There is an abundance of circumstantial evidence in the initial statements made by Amanda to other Gatti relatives, unbiased witnesses, her attorney (who spoke publicly of the case), the police, and news media outlets. There is also an extremely convincing body of evidence indicating that Amanda started transferring hundreds of thousands of dollars in cash and other valuables from Arturo beginning in 2006 and escalating significantly prior to his death. This murder was committed for the sole purpose of enriching herself in the manner to which she had become accustomed. She was fully aware that her marriage was being dissolved, and she was aware that Canadian law was not going to handsomely reward her for a brief two and a half year marriage. Arturo's pre-marital assets were protected by a prenuptial agreement.

Why did it occur? All these factors escalated as time progressed. Amanda became desperate when Arturo moved out of the family residence. When he consulted a divorce attorney (as did she), Amanda realized that her time was running out. In a last desperate attempt to win back Arturo and his checkbook, Amanda convinced Arturo to go to Amsterdam and Paris for a "second honeymoon." Immediately after that trip, Amanda went to Brazil alone. At her insistence, with veiled threats to start a child custody fight in Brazil (where she is a citizen) Arturo and Arturo, Jr. followed on July 2, 2009. Arturo told friends and family that the only reason he was going to Brazil was in the hopes of stopping a potential child custody fight. Arturo told witnesses that he was aware of the fact that if Amanda got his son in Brazil he may never see him again. This, according to friends and family was an overwhelming fear to Arturo.

What took place was the murder of Arturo Gatti who was beaten and *strangled*. This was not a suicide or accidental death due to an autoerotic accidental hanging, which has been vaguely referenced by the Brazilian authorities as a possible cause of death, nor was it a suicide by hanging as they decided. He had a number of substantial injuries, as evidenced by the huge amount of blood loss present at the scene. It is clear that Arturo was rendered unconscious by a blow(s) to the head while he was entering the condo, lying in bed asleep, or surprised by an unseen assailant at some point after 2:32 a.m when he entered the condo and before the estimated time of death, 3:00 a.m. After Arturo was unconscious, he was strangled with either a purse strap or an unidentified instrument such as a lamp cord, extension cord or other unknown object. The murder took place just as Amanda had previously predicted to Gisele Mineiro a few months previously in Montreal. Cucuzzella, a next door neighbor of Arturo's mother, Ida Gatti, also heard Amanda threaten Arturo during one of their many domestic disturbances. He explained to the reporting investigators that he heard the argument in English.

Only one person emerges as the primary suspect: Amanda Rodrigues Gatti.

Brazilian Authorities' Investigation

The Crime Scene

In reviewing the Brazilian police and experts' reports, we noted that they failed to do the following after they arrived at the crime scene:

1. Failed to secure and control persons at the crime scene.
2. Failed to identify boundaries of a physical area.
3. Failed to protect and secure the crime scene.
4. Failed to properly document all of their activities at the crime scene.
5. Failed to record the physical condition of the crime scene, i.e. lights on/off, shades up/down, windows open/closed, temperature inside the unit, etc.
6. Failed to use personal protective equipment to prevent contamination of evidence.
7. Failed to coordinate multi-agency roles.
8. Failed to record specific location of furniture, victim, and other physical evidence at scene.

The following are some of the more egregious violations:

1. Failure to properly photograph the scene
   a) No photos of a stool that was allegedly knocked over.
   b) No close-up photos of the victim's clothing.
   c) No photos of Amanda's clothing.
   d) No close-up photos of the stairs.
   e) No close-up photos of the bloody bed sheets.
   f) No DNA testing of the blood on the sheets in the upstairs bedroom.
   g) No close-up photos of the victim's hands.
   h) A lack of detailed photos of the overall crime scene.

2. Errors regarding fingerprints
   a) Failure to fingerprint any of the stools.
   b) Failure to fingerprint any of the glass surfaces in the condo.
   c) Failure to fingerprint any wall surfaces.
   d) Failure to fingerprint the leather strap or handbag.
   e) Failure to take any elimination prints.
   f) Failure to fingerprint the staircase.
   g) Failure to fingerprint the eight beer cans found in the trash.

As for other evidence being tested for hair, blood, fingerprints, fibers, DNA, or other substances the police failed to test the following items or surfaces:

a) Stairs where victim allegedly hung himself.
b) Bar stool from which victim allegedly stepped on to hang himself.
c) Bloody rags found at the scene.
d) Victim's clothes or underwear.
e) Amanda's clothes.
f) Purse.
g) Purse strap.
h) Luggage or luggage straps.

i) Counters, doors, keypads, electronic keys.
j) Tabletops.
k) Glass Table.
l) Stairs or stair treads.

Finally, there is the issue of the neck chain that is pictured on Arturo's neck at the morgue. In the series of close-up photos taken at the crime scene, there is not one photo of Arturo wearing the neck chain. There is only *one* photo depicting the chain and that is a photo of the back of Arturo's head. This shot clearly shows the chain on his neck and undamaged from that angle.

The questions are:

1. When was the chain removed from Arturo's neck at the crime scene?
2. Who removed the chain from Arturo's neck?
3. Why wasn't the chain tested for DNA or other physical evidence?
4. Why wasn't the body photographed at the crime scene with the chain on?
5. How was the chain removed without compromising the crime scene?
6. Was the chain on his neck when the body was discovered?
7. Were any photos of the crime scene taken before someone tampered with the body or other evidence?

On Page Five of the Brazilian expert's report *(Section 11.2 THE VICTIM):*

"When the Technical Team arrived to the site, more specifically the apartment's inside, it noticed the presence of a body lying down over the dinner table's floor under the stairs. (see figures No. 26 and 27)."

> First and foremost, it is obvious that personnel who arrived at the scene did not secure it. In spite of instructions from the people in charge, there were at least six to ten, or even more, people present in and about the crime scene who had absolutely no business being there.
>
> Non-police personnel came and went without restriction.
>
> No one was properly gloved.
>
> Not mentioned in the Brazilian police reports is that prior to the arrival of the forensic experts, four people from the ambulance service and three hotel employees (Wilton Vincente Da Paixao, Jose Dos Santos and Epictacio Eddras Do Nascimento) had entered the room to check for signs of life on the victim.
>
> There is not a complete list of the personnel who were present, no sign-in list, and no explanation for their presence.
>
> The crime scene was hopelessly compromised and matters only worsened as the crime scene investigation continued.
>
> The crime scene was contaminated and valuable evidence was tampered with or destroyed.
>
> -The cell phones were not confiscated and examined.
>
> -No videotape was shot at the scene.
>
> -No property inventory forms were filled out.

There is a question of money or jewelry either missing or not being properly preserved. Arturo arrived in Brazil wearing a Rolex watch valued in excess of $40,000. Neither Amanda nor the Brazilian authorities have accounted for the watch. Crime scene photos do not show Arturo wearing the watch and it is not accounted for in any report. *We should make it very clear that we are not accusing or suggesting that the police, military or professional personnel had anything to do with the missing/unmentioned watch.*

Room Keys: The hotel provided an electronic coded key card to enter the rooms. The system allows for immediate entry by inserting the thin plastic card into a metal box attached to the door. When the card is inserted, the lock clicks open to allow entry into the room. In addition to authorized guests, others such as hotel employees (maids, security personnel, hotel management) possess master card keys to enter rooms at will.

In this case much has been made of the fact that no unauthorized personnel could enter a room without a coded key. This is very true unless someone who is in the room opens a door for those individuals who do not possess a key. Additionally, the system provides a way to see when a door was opened and whose key was used. This system *does not register when the door is opened from within.* No key card is required when opening the door from the interior or if the door is blocked in some manner and not secured.

Our Crime Scene Inspection
May 23 & 24, 2011

On Monday and Tuesday, May 24 & 25, 2011, a detailed crime scene inspection and survey was conducted at the scene of Arturo Gatti's death in Porto de Galinhas, Brazil.

The reporting investigators rented the exact apartment where Arturo had died on July 11, 2009. Also conducting a forensic analysis of the scene was Mr. Andre Stuart of 21st Century Forensic Animations of Fort Worth, Texas. Mr. Stuart was there to create an exact measurement animation of the area in which Arturo was reported to have died and found deceased on the morning of July 11, 2009.

Pictured below and on the following pages is a series of photographs taken on May 24 and 25, 2011.



Homicide scene in Brazil Anchor Hotel.



Homicide scene in Brazil Anchor Hotel.



Homicide scene in Brazil Anchor Hotel.



Homicide scene in Brazil Anchor Hotel.



Homicide scene in Brazil Anchor Hotel.

AUTOPSY IN BRAZIL

The single biggest issue with the initial autopsy is that *the pathologists failed to obtain a blood or urine sample.* This is Pathology 101---a test so basic and critical that the failure to do the most simple and routine test taints the rest of the examining pathologist's findings.

It got worse. The pathologist:

1. Failed to photograph the body in detail.
2. Failed to explain or note obvious injuries.
3. Failed to do a complete autopsy.

Dr. Michael Baden commented on the HBO TV show, "Real Sports with Bryant Gumbel" that the autopsy in Brazil was "lousy". He noted that there was a fracture of the hyoid bone. This is almost always a sign of **manual strangulation.** However, the Brazilian doctors stated that they inadvertently broke the bone during their autopsy. Dr. Baden said that, in his experience, this was possible, but very rare.

Dr. Baden also stated that the heavy bruising on the left side of Arturo's body was not adequately explained. Dr. Baden also indicated that when he was present at the second autopsy in Canada, they examined Arturo's brain and there was no evidence of brain damage.

Dr. Baden said that the cause of death was, in all likelihood, "**manual strangulation.**" In other words, this was a homicide.

Overall, the autopsy in Brazil was sloppy, incomplete, and mostly undocumented. Many of the injuries seen on the body were not properly noted. There were no blood alcohol screens performed. The list of what was not done is appalling.

SECOND AUTOPSY IN CANADA

According to Dr. Baden, the autopsy in Montreal, which was conducted at the request of the Gatti family, was professionally done. However, it is imperative that persons reading this report understand that much valued evidence is always destroyed when the body has been autopsied once and embalmed. In this case, the body was shipped several thousand miles before the second autopsy. This could also contribute to a substantial loss of evidence. As of this date of this report, they have not released the results of this autopsy that was performed in July 2009. *(See Appendix G)*

Brazilian Determination of Suicide by Hanging



Posed photo of purse strap. Note blood on canvas part near end of strap.

One of the first things the Brazilian authorities did was to conduct a weight test with the purse strap that they have at times identified as the "murder weapon." Unfortunately, they never identified the brand of the purse this strap belonged to, or where it came from.

If the Brazilian homicide and medical examiner police reports are to be believed, this is what they determined:

1. The purse strap is 0.62m long or 24 inches.
2. Arturo is 1.70 meters tall or 5'5" tall (65 inches)
3. Arturo weighed 70 kilos or 154 lbs.
4. Weight used to test strap was 35 kilos or 77 lbs.
5. The height from where they believe the purse strap was suspended was 2.32 meters or 7 feet 6 inches (91inches)
6. Difference in Arturo's weight and the test weight: 77 lbs. or 35 kilos

The tests that they conducted concluded that the purse strap broke five seconds after being attached in some manner to a 35 kilo weight or sandbag. As Arturo's body weight was double that amount, it would have been impossible for him to have committed suicide using the purse strap. ***Thus their theory that Arturo Gatti committed suicide by hanging is simply impossible.***

On the second visit to the crime scene, it appears that the majority of their time was spent testing the strength of the purse strap. This would turn out to be a critical step because the Scientific Police theory that Arturo committed suicide by hanging himself with a purse strap is proven to be impossible by their own tests.

Additionally, in the hundreds of hanging suicides that the authors have investigated throughout a combined sixty plus years of investigating these incidents, we have never seen or heard of a hanging death without the instrument that was used to hang oneself being attached to the victim's neck when the body was recovered. Although it is possible to hang oneself with an unknotted implement such as a rope, towel, bed sheet, etc., the victim would still have the implement around their neck or loosely hanging around their neck upon discovery.

The Brazilians also speculated on where the hanging occurred. Their theory is that Arturo hung himself from the staircase in the unit. *This theory is flawed, as well.*

Given the amount of blood on Arturo's head wound, there would have been much evidence of him standing, had he killed himself in this manner. To wit:

There would have been a lot of blood on the actual face of the wooden boards on the staircase from which he would have been hanging.
There would have been large puddles of blood on the floor below the staircase.
His back would have long streaks of blood on it.
The back of his underwear would have blood on it.
The back of his legs would have blood on them.
The chair that he would have used to get up to the noose on the staircase would have blood on it.

In summary, there would have been an abundance of blood near, on, and around the area from which the hanging was alleged to have occurred. The lack of such physical evidence totally discredits the Brazilian suppositions that Arturo committed suicide by hanging himself. It is clear that the purse strap played a part in strangling Arturo. However, other implements may have been used as well. It is also very clear that the purse strap was unable to sustain any dead weight in any scenario involving a voluntary, or even accidental, act of hanging.

Physical evidence suggests that Arturo did not commit suicide, but was strangled

When Arturo's body was discovered there was no rope or other items found around his neck.
In every hanging we have investigated, the device used to hang the victim, (i.e. rope, inner tube, bed clothing, towels, etc.) has always been found on the victim's neck when the body was discovered. In this case, the purse strap was found over one meter away from Arturo's body. Had Arturo hung himself, we believe that the strap would have been found around his neck or at the very least still hanging from the staircase (alleged site) had it broken under his body's weight.
Arturo was found laying on the floor on his left side, with his head partially under a kitchen counter. Had he fallen off a ladder or stool, as suggested by the Brazilian authorities, his head would not have been positioned as discovered and photographed. *(Please refer to the report of Dr. Alfred Bolles at Appendix B).*

In ligature strangulations (murder), blood still gets to the head, but has trouble getting out. This causes the face to be markedly congested with the tongue protruding, *as is clearly visible in the photos of Arturo's condition after death.*

In ligature strangulation, the force used, as well as the ability of the victim to resist, will result in great variability in the ligature marks produced on the neck. The marks are usually yellow parchment in color, turning brown as they dry.



These two photos show injuries that indicate strangulation.



Facts and Circumstances Inculpate Amanda

There are a number of facts and circumstances in this case that, independently, might not rise to the level of reasonable suspicion. However, when considered cumulatively, they overwhelmingly inculpate Amanda Rodrigues Gatti in the murder of her husband, Arturo, and would lead a reasonable person to conclude that Amanda is the one and only person who had the means, opportunity and motive to commit this murder alone, or with assistance.

In support of these findings, we submit the following:

There was at least a three-hour gap in time from when Amanda says she first saw Arturo's body on the floor until someone from the hotel or ambulance service officially entered the room. *The failure of the police to explore this area of investigation further is unfathomable.*

Amanda knew that she had signed an ironclad prenuptial agreement that would leave her no alimony or assets from the brief marriage.

Arturo moved out of the marital home in Montreal and had moved in with his mother almost six months prior to his death.

Arturo had purchased another much smaller, less opulent condo than the one he had previously shared with Amanda. He planned to live in the new condo with his son.

Amanda had bragged on previous occasions to Gisela Mineiro: "He thinks that his ex's are bitches. He thinks that Vivian and Erica are bitches. I am gonna show him what a bitch is. I am gonna end up killing this guy. I'm gonna kill him."

Amanda had been transferring money from Arturo's accounts for at least several months.

Amanda was moving money out of the United States to Brazil and putting it in the accounts of various relatives and friends. (Source: Numerous Amanda emails).

Amanda was also putting money into the accounts of people with whom she had no familial relationship with instructions to "clean" the funds.

Amanda often referred to Arturo as "that drug addict" and other derogatory terms, in public and in private correspondence. (Source: Sworn statements and emails authored by Amanda).

Amanda systematically tried to isolate and separate Arturo from his friends and family.

Amanda verbally attacked Arturo's dead father and other relatives in front of witnesses.

Amanda insulted and verbally attacked Arturo's 5 year old daughter, Sophia, (from a previous relationship) as being "retarded and looking like she has Down's Syndrome." (None of which is true). She did this in a restaurant in front of numerous witnesses.

Amanda displayed a pattern of physical violence towards Arturo.

Arturo displayed and vocalized the classic textbook signs of an abused spouse.

The physical violence against Arturo escalated in both number of occurrences and severity over time. (Source: Sworn statements from witnesses).

Amanda was able to get Arturo to sign a new will drawn up by a person she chose and whom she instructed on what language (English) to use. In part, Arturo disinherited all his relatives and friends. This occurred 24 days before his death.

Amanda convinced Arturo to leave his entire estate to Amanda's mother and sister if she did not survive.

Amanda could not get wealthy through divorce because of the pre-nuptial agreement that she had signed. She received legal advice to that effect from both her attorney and Arturo's. (Source: Sworn statement from neighbor in Montreal)

Amanda continually dressed provocatively. apparently in a scheme to make Arturo outraged or violent.

According to an interview with the Brazilian police, Amanda admitted to the police that she went out without wearing undergarments on the night in question.

Amanda had been physically violent to Arturo on previous occasions.

Amanda was constantly, and very publicly, verbally abusive towards Arturo. Some of her more caustic remarks were:

--"Go Fuck Your Mother"
--"Your Mother is a Whore"
--"Go fuck your sisters"
--"You're my Bitch, Go clean Bitch"
--Your brother is a loser"
--"Your daughter is retarded. She's a Mongoloid"
--"You're pathetic" (Source: Witness statements)

Amanda and Arturo were in at least three police-involved domestic violence incidents.

Within weeks of getting married, Amanda made derogatory and hateful statements about Arturo. Shortly after returning from their Las Vegas wedding, they went out to dinner with Pat and Lisette Lynch. In separate conversations that evening, both Arturo and Amanda made disparaging remarks about their marriage and relationship.

She lured Arturo to Brazil for the sole purpose of either killing him or having him killed so that she could inherit his estate. (Source: Sworn statements from eyewitnesses)

In June 2009, Amanda became aware of Arturo's serious and intensive affair for which he was flying several thousand miles to see his new paramour. This was a serious threat to her.

While in Brazil, Amanda emailed Merrill Lynch in an attempt to get $300,000 wire transferred into a joint account she held with Arturo. She was unsuccessful, as Merrill Lynch asked for Arturo's signature, which was never received.

In the course of our investigation, we documented numerous incidents where Amanda neglected and ignored her young child, as well as committing numerous dangerous and risky activities that endangered Arturo, Jr.'s well-being and safety. (Source: Witness statements).

We also interviewed a number of current and prior employees of The Squeeze Lounge who verified Amanda Gatti's employment. They described her as "ruthless, cold-blooded, experienced as a stripper, combative with other dancers who worked there, and single-minded in her pursuit of men with money." (Source: The Squeeze Lounge employees).

After Arturo's body was discovered and the police, ambulance service, and others were in the area, Amanda gave the baby to two ladies to care for. At some point on that morning of July 11, according to a police report, Amanda looked at her baby and said to Maria da Paz (outside the presence of authorities) **"My husband died and left me that."**

Throughout the Brazilian police reports, a theme starts to develop in which Amanda states on a number of occasions that she and Arturo got along fine except when he got drunk and beat her.

But, she fails to mention their long history of mutual domestic violence contacts with police in Canada, Hawaii, and Brazil.

In these reports:

She fails to mention that she was employed as an exotic dancer when she met Arturo. Her version of their meeting is entirely different than what his family friends remember, that being that the couple met while Amanda was employed at The Squeeze Lounge in Weehawken, New Jersey where Arturo was a customer.

She told the police that she first met Arturo in a Hoboken, New Jersey park where both were walking their dogs. Amanda was 19 and living at home with her mother and stepfather in a ragged neighborhood on the border of Elizabeth and Newark. That day, she said, she was walking her new puppy at a park near a friend's house when a handsome man walking a German Shepherd struck up a conversation. Amanda says that she had no idea who Gatti was and wouldn't find out until they had been dating for four months, but she like him right away. When she told him she was from Brazil, he giggled and said he had always thought he would marry a young, Brazilian girl. Their courtship began that day, with Gatti asking Amanda's mother for permission for their first date. Amanda told the police she was a virgin when she met Gatti.

She denies that she was employed as an exotic dancer in the United States, stating that "You must be 21 years of age…" and that she was only 20 when she met Arturo.



Photo of Amanda working as an exotic dancer at The Squeeze Lounge where she made in excess of $1,000 a night, using the stage name of "Jessica."



The Squeeze Lounge in Weehawken, NJ where Arturo Gatti met his future wife, Amanda Rodrigues, an exotic dance

She stated that she was in the United States since the age of 14 and had been there illegally for eight years.

She fails to mention that a divorce was imminent and that both she and Arturo had consulted with their own divorce attorneys in May 2009.

She does not disclose that she had been transferring money from Arturo's accounts and wiring it to strangers in Florida and Brazil.

She failed to mention that she tried to access Arturo's Merrill Lynch account by sending an email, from Brazil, under Arturo's name.

She failed to disclose that she wired money to strangers for safe-keeping. (Lying by omission).

She told authorities that she never pressed Arturo to change his will, but not only did she pressure him to do so, she wrote a new will and had Arturo sign it in front of an unfamiliar notary *24 days* before his death.

She claimed not to know when Arturo signed the new will although she was the one who had it prepared and took Arturo to the notary's office to sign it.

Statements to Media, Family and Acquaintances:

She referred to Arturo as a "Junkie" when there was no indication or proof that he was using drugs.

She has claimed that only death could separate them, but the couple had been separated for six months, living in separate homes after Arturo left Amanda.

She has stated that she attended college in Manhattan and New Jersey, although she was unable to tell Lisette Lynch, in a conversation that predated Arturo's death, the name of any college she attended or any course that she had taken.

Amanda's Money Obsession[2]

On June 5, 2008 Amanda wrote a letter to Arturo's former custody attorney (Donna Maul) stating, among a litany of complaints, the following;

"I also think that now that we have a baby this ridicules child support can go down. She (Sophia Gatti's Mother) buys $500 dress for her 2 years old daughter. I keep all the receipts of my baby stuff and I will never spend this amount of money in a piece of clothes or toy for my own son. Even though Arturo was a professional boxer we live a simple and normal life like any middle class family".

Twenty-three days later, on June 28, 2008, Amanda fired off another email to Shleppers Moving & Storage in NYC. The tone of this email is just as aggressive as the email to the custody attorney. Amanda's perception of what is middle class may be a little different then the common understanding of the phrase. She states in part:

"I wasn't counting with the fact that part of my personal items wouldn't arrive to my house and the reason of why that happened I still don't know. In between the stuff were 2 umbrellas from Gucci and one from Juicy Couture, 2 Louis Vuitton luggages that were part of my collection."

In the June 5, 2008 letter to attorney Donna Maul, Amanda further states;

[2] See Appendix R

"We don't drive fancy cars or live in mansion. I do check prices when I go shopping and we don't have glamorous vacations or shopping trips. I think she should do the same."

Returning again to the Shleppers email Amanda continues on:

"My Versace table came with one of the legs missing and I tried to look for a way to fix it but they don't Sale the leg separtly and it is not possible to to get another one done that look just alike it and with the same well worked details of this one. The table did cost me over $30,000.00 just because you can't find the same table at anywhere anymore. I can't use 4 pairs of my shoes since they came in a box full of objects of easy cuts that ended up cutting the shoes. Those shoes were Jimmi and Manolo's being at least 400.00 for each".

Continuing on in the 06/05/08 email to the attorney Amanda further states:

"Since Arturo and I have been married we haven't spent monthly the amount of money he pays to his baby mother."

Finally, we get to the heart of Amanda's incontestable obsession with money. In her closing comments to Shleppers she states:

"I am seven months pregnant and the stress and deception for me was totaling and not necessary. Talking to my Attorney I found out that I can for sure file a complaint and if not heard, even sue the company because like any other client I have my rights."

Since Arturo Gatti's death Amanda has hired attorneys on two continents in three different countries. She has pending litigation in New Jersey, Brazil and Montreal. She has filed a multi-million dollar lawsuit against the New York Daily News, New York Post, and Maxim Magazine. *(Appendix M)*

The following dialog is between Amanda Gatti and her Mother. It occurred on 11/18/08. The original is in Portuguese and is located in *Appendix R*

"First of all I want to say that you never did anything for me. If I owed you anything I already paid you putting teeth in your sour mouth. The junkie here wants to tell you he thinks he's a junkie. Don't wait for him to take the baby to see you.

Next time you open your mouth to talk about the things that I paid to my Dad don't forget to talk about your teeth and the furniture you still owe Arturo.

Think you feel so proud to be independent feel free to pay me back for the teeth and give me back the ring and the watch that I gave you.

When you call me (nitpicky) don't forget about the phone bills that I have paid for you. I never lived with you for free. I thank God to be living away from you. You even forgot that you deny me food. I remember Gui telling me how cruel you were to me. Hiding food and biscuits under the bed.

I don't owe you any money. Don't wait for me to send any money Jose Jeraldo! I never ask him for money and better subtract the money you owe us. I feel sorry for Flavia because I know that her whole life she gonna have to hear you throw stuff on her face. Poor thing. You do that thinking in investment. Remember that you never did anything for me. You never gave me anything and you were never a Mom.

I GIVE ANYTHING I WANT TO MY DAD AND HE'S GOING TO CUBA & EUROPE WITH ME. He never called me lazy or deny me food. You were a miserable woman who will die unhappy & lonely.

Be ashamed of yourself and disappear from my life and my drug addict husband's life. You can be sure that when he sees your number he will not answer. Disappear from our lives. Stop worrying about our money! And how Arturo should invest his money or how he should spend it.

Instead of worrying about my Dad worry about your boyfriend that cannot hold any job. Isn't that funny when its time to buy stuff or give you money I'm good. I feel sorry for you thank you very much to teach me to be an excellent Mom.

I learned allot with you you're definitely what I don't want to be in the future. Not as a wife or a Mom not even as a person."

The preceding email is yet another example of Amanda and her mother's obsession with Arturo's money.



The widow, Amanda Gatti, leaving jail in August of 2009 less than three weeks after her husband was murdered.

Arturo and Amanda Gatti's Travel Habits

When Arturo and Amanda Gatti arrived at the Anchor Hotel/Vacation apartment complex it was an unusual event. After having spent about a week in Amanda's home town for Amanda's sister's graduation, they traveled to a place in Brazil that, although advertised as a popular beach town for tourists, was not even close to the type of traveling that either Arturo or Amanda would have routinely chosen.

Amanda had no known friends or relatives in the area. Arturo certainly knew no one at this location.

Based on both Arturo's and Amanda's historical travel records and habits, we believe this is not a place he would have visited and it is most certainly not a hotel he would have chosen or stayed at under any circumstances. Arturo was a seasoned traveler who stayed in four and five star hotels. He thought nothing of paying in excess of eight thousand dollars for a plane ticket.

The Anchor Hotel where Arturo spent the last day and hours of his life was about as far away from say a Ritz Carlton or Four Seasons hotel as one could get. There was no room service. No air conditioning on the first floor. No daily maid service. No daily fresh towels. The elevator is often out of service. The cleanliness of the entire property is marginal.

The town near the property can best be described as a lower middle class area ranging to third world type conditions, i.e., no running water, electricity, normal living conditions. There is a fair amount of criminal activity occurring in and around this "resort town".

Finally, the security at this hotel consists of a minimum wage untrained, non-professional security guard who monitors traffic coming in and out of the apartment type property. During our two days there we were never asked for identification or proof of being a guest. We were simply waved in and out of the property. The license plate number on our rental car may have been written down.

There were no security cameras or monitoring devices anywhere. The apartment type complex is fairly isolated from the main road, adjacent buildings, or any type of dwelling or activity that would have any kind of foot or vehicle traffic. In summary, this facility would be a perfect place to commit and conceal a criminal act.

We mention this because there was no known reason for the Gattis to be staying here. Amanda Gatti picked this facility for reasons known only to her. This is yet another example of suspicious actions by Amanda.

Cause of Death

Much has also been made of the fact that Amanda Gatti is a small woman who did not possess the strength to strangle her husband. Nothing could be further from the truth. We offer the following to dispel that notion:

There are three types of strangulation: *hanging, ligature* and *manual.*

In strangulation deaths, occlusion (blockage or closure) of the airway usually does not occur, and is not the mechanism of death. The mechanism of death is cerebral hypoxia secondary to obstruction of the vessels bringing oxygenated blood to the brain.

The carotid arteries provide two-thirds to three quarters of the blood supply of the brain with the remainder supplied by the arteries.

An individual cannot survive on the vertebral artery blood supply alone if there is acute occlusion of both carotid arteries.

Hanging

While accidental hanging is rare, and homicidal hanging is even more rare, hanging is the third most common form of suicide. It accounts for 16% of all male, and 13% of all female suicides. Most people who commit suicide by hanging jump from a chair or a ladder, choking to death slowly. Rarely is the neck broken. In order to break a neck, a drop of six feet or more is required, which rarely happens except in an execution hanging.

Hanging compresses the veins, but arterial blood flow continues, causing small bleeding sites on the lips, inside the mouth and on the eyelids. As with ligature strangulation, the face and neck are congested with blood and become dark red.

Generally, the mechanism of death in a hanging is asphyxiation from compression of the carotid arteries and the airways due to the pressure of the ligature. However, if the body drops through a height on hanging, death may be from cardiac arrest from pressure on the vagus nerve in the neck.

The medical examiner must distinguish between hanging and asphyxiation caused by other mean such as manual strangulation and smothering. Neck marks are common, but may not be present if a soft material like a scarf or a sheet has been used. The marks run diagonally across the neck in a hanging, but are horizontal after manual strangulation.

Toxicology testing for drugs or alcohol plays an important role in the investigation of a hanging. A murder victim may be subdued or made unconscious, but homicidal hanging of a fully conscious, able-bodied person is virtually impossible.

Smothering

Smothering is another form of suicidal asphyxiation.

The victim places a plastic bag over the head, securing it in place with tape or rope. In such cases, the face is often pale and does not exhibit the congestion of protruding tongue seen in strangulation.

Strangulation

The amount of force necessary to compress the carotid arteries is approximately 11 lbs. Complete occlusion of these two vessels will produce loss of consciousness in 10 to 15 seconds.

Since only 4.4 lbs. of pressure is necessary to occlude the jugular veins, and they lie adjacent to the carotids, in virtually every case that the carotids are occluded, the jugular veins are also occluded.[3]

[3] Handbook of Forensic Pathology. DiMaio & Dana. CRC Press 2007

Accidental strangulation is rare, but does happen, usually when a tie or scarf gets caught in power machinery.

Suicidal strangulation by a ligature is rare, but not impossible, and must be considered when a victim has been strangled. It takes 15 seconds or so to lose consciousness in strangulation, which allows the victim time to loop or knot a ligature around their neck.

Ligature strangulations are almost always homicides and the victims are almost always women.

Often the murderer uses more force than necessary to kill the victim, causing deep bruises and abrasions around the neck. The victim will usually struggle, if conscious, which results in damage to both the interior and exterior structures of the neck and throat.

Staged Suicide

Staging a scene occurs when the perpetrator purposely alters the crime scene to mislead the authorities and/or to redirect the investigation.

In the Brazilian experts' report, there is a section describing the photos they took at the crime scene. Under the subsection titled, "EXAMS CARRIED ON SITE" Photo No. 56, the following is written:

"At the lower section of the counter, at its right-side wall, and near the handbag strap described above, a recent blood spot evidenced that this instrument could have been thrown to there. At this place, the floor did not feature blood spots that justified the blood spots found at a part of the strap, which indicates alteration of the scene at the death site." ***(Underlining our emphasis).*** **See Photos No. 56-61.**



Photo 56



Photo No. 57

Shows the absence of blood on the floor, at the region where the handbag strap was found. Shows that the blood spot on the strap is compatible with the counter's wall indicating that this spot was produced by the impact of the strap when thrown to there by an unknown person. (Underlining our emphasis)



Photo 58

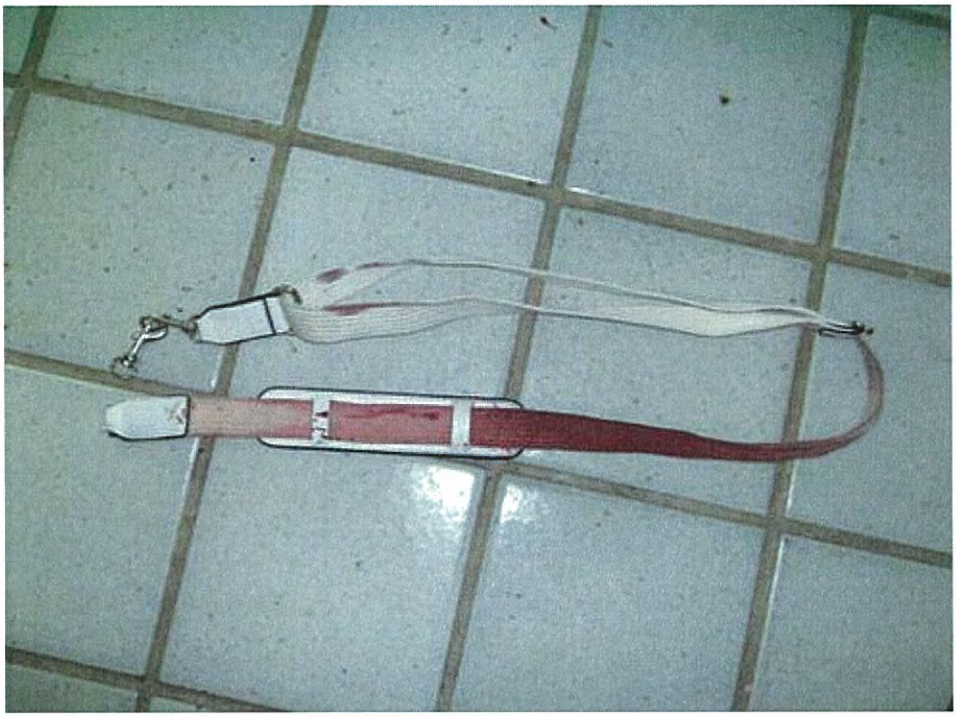


Photo 59



Photo 60



Photo 61

The Brazilian authorities took a minimum amount of photographs of the crime scene. Their photos clearly indicate that they moved evidence, including the victim's body. This is evident from one photo to the next. Evidence was mishandled. Unauthorized personnel roamed in and out of the crime scene.

Amanda Gatti admits being at the crime scene from 0232 hours on. The authorities did not arrive until after 0930 hrs. This gave her a minimum of seven hours to remove evidence, tamper with the scene and generally do whatever she wished to do. At no time was she ever questioned closely as to what happened on July 11, 2009.

CONCLUSION

We have given the death of Arturo Gatti much thought, and spent an extraordinary amount of time examining the Brazilian documents, medical examiner's reports, and any other documents that were available for review. It is our conclusion that the crime scene was tampered with, both prior to and after the arrival of the police.

The actions and behavior displayed by Amanda Gatti during the course of her marriage, and dramatically escalating during the last six months of Arturo's life, combined with her demeanor in almost every interview we read or observed on film strongly indicates a combination of confrontation, evasiveness, and speech making. In light of the totality of available evidence of Amanda's multiple statements, we can only conclude that there is inherent doubt in almost every one of her assertions.

The entire marriage of Amanda and Arturo was a sham. Arturo thought that he was getting married and starting a family for all the right reasons. Amanda and the Rodrigues family thought they were marrying into an unlimited ATM card that supplied them with: Houses, cars, dental implants, Louis Vuitton luggage, $30,000 Versace end tables, unlimited travel funds, and a host of other financial benefits which they had not previously enjoyed.

This type of murder is committed for the sole purpose of financial enrichment.

We believe that Arturo Gatti was rendered unconscious with an unknown object, and then manually strangled with the purse strap or a similar device. Death would have been by ligature strangulation, with blunt force head injury. Amanda Gatti, either alone or with assistance from an unknown person or persons, had the opportunity, means and motive to murder her husband.

Paul. J. Ciolino **Joseph M. Moura**

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FORENSIC EXAMINATION REPORT

Equivocal Forensic Analysis

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Examiner: Brent E. Turvey, MS
Date: August 11, 2011
Case: Equivocal Death
Decedent: Arturo Gatti

PURPOSE

The purpose of this report is to provide an *equivocal forensic analysis* regarding the death of Arturo Gatti, 37. An *equivocal forensic analysis* refers to a review of the physical evidence in a given case, questioning all related assumptions and conclusions (Petherick and Turvey, 2010). It is generally conducted when there is a question or doubt regarding the nature and/or completeness of any aspect of the forensic or medicolegal investigation.

MATERIALS

The examiner was provided with, and relied upon, at least the following materials:

1. Crime Scene Photos, provided by Paul J. Ciolino & Associates, Inc.

2. Investigative Assessment and Consultative Report by Paul J. Ciolino & Associates, Inc. dated March 25, 2011.

3. Autopsy Report (translated) of Arturo Gatti, dated July 11, 2009.

4. Various media accounts relating to the death of Arturo Gatti, e.g.:

    a. the arrest and release of Mr. Gatti's wife (Amanda Rodrigues) in Brazil;

    b. activities and statements of the Brazilian authorities; and

c. the activities of the authorities in Quebec (e.g., victimology and timeline information).

BACKGROUND

At the time of his death in 2009, 37-year-old Arturo Gatti, a former boxing champion[1], was a Canadian citizen. He was also married to Amanda Rodrigues, a Brazilian woman he had met in 2006 when she was working at a strip club in New Jersey. She was 23 years old and they had a 10-month-old son named Junior.

Mr. Gatti, his wife Amanda, and their son were reported to have arrived in Brazil on Friday, July 10th, 2009, for a vacation. Mr. Gatti and his wife arrived separately. They had rented a two-story duplex in an upper middle class resort hotel in the seaside resort community of Porto de Galinhas, Brazil (The Ancorar Flat Resort).

According to Amanda Rodrigues, she and Mr. Gatti argued that evening after eating dinner in the downtown area of Porto de Galinhas, and it became physical; he pushed her to the ground and she sustained minor injuries to her elbow and chin. Witnesses confirm that they argued, and that he was drunk at the time. She further reports that Mr. Gatti left in a cab for the hotel with their son, leaving her behind.

According to witnesses, Mr. Gatti put his son to bed at the hotel and then returned to the downtown area of Porto de Galinhas to look for his wife. However, she reports to have arrived back to the hotel in his absence. When he returned, Amanda Rodrigues reports that they went upstairs together, but that she slept with their son on the second floor. She reports that Mr. Gatti slept on the first floor, presumably on the couch.

Mr. Gatti's deceased body is reported to have been found by Amanda Rodrigues at around 6am on Saturday, July 11th. She reports that she woke to feed their son and subsequently discovered her husband's body on the tile floor in front of (and slightly beneath) the breakfast bar that looks into the kitchen. There were no gunshot wounds or sharp force injuries to Mr. Gatti's body. However, the following evidence of injury was found:

1. A ligature furrow around his neck, in a V-pattern terminating up behind each ear;

2. A blunt force laceration to the back of his head, resulting in profuse bleeding;

3. Various abrasions and contusions to the left arm "accompanied by excoriation [torn skin]";

---

[1] Junior welterweight; retired in 2007.

4. A bleeding injury, referred to as an excoriation (torn skin), to the posterior left shoulder;

5. Two bloody hand-towels on the breakfast bar;

6. A strap from white purse or large handbag, made of white material with leather ends fitted with metal fasteners, partially soaked with blood, unattached to the body, on the floor beneath the breakfast bar, resting on top of a pair of pink polka-dotted wedge sandals;

Amanda Rodrigues is reported to believe that either someone entered their rented apartment and killed Mr. Gatti, or that he committed suicide after becoming despondent over the fact that she intended to leave him. However, according to the initial lead investigator Moises Teixeira, there were no signs of forced entry and the electronic locks indicated that nobody else had entered the room. Based on their investigation, the police in Recife City arrested Amanda Rodrigues on Sunday, July 12, 2009, for the murder of Arturo Gatti. They accused her of strangling him with the strap from her purse, perhaps while he slept.

Later that month, an indecisive autopsy report from Brazilian authorities determined that suicide was also a possibility in Mr. Gatti's death. As reported in AP (2009): "The autopsy report didn't exclude the possibility [Mr. Gatti] was slain, but said he also could have died in an unexplained accident, or could have committed suicide." The new lead investigator on the Gatti case, Paulo Alberes, told The Associated Press that the police in Recife City were now of the opinion that Mr. Gatti had killed himself. Amanda Rodrigues was subsequently released from their custody.

In August of 2009, the Coroner's Office in Quebec conducted a second autopsy on the body of Arturo Gatti, but is withholding findings until complete files can be obtained regarding the initial police investigation and autopsy from Brazilian authorities.

RATIONALE

There are at least two issues of concern that strongly compel the need for an equivocal forensic analysis in this case. These relate to problems with the initial police investigation and the first autopsy that was performed on Mr. Gatti. The inadequacies of the police investigation, and the subsequent crime scene investigation, are described in the "Investigative Assessment and Consultative Report" by Paul J. Ciolino & Associates, Inc. and need not be repeated here. They are also made evident by what appears to be police investigators in conflict. The inadequacies in the initial autopsy are discussed generally in Reuters (2009):

> The second autopsy performed at the request of Gatti's family has not ruled out homicide in his death, according to a pathologist who was hired by the family to witness Saturday's procedure.

> Michael Baden, the former chief pathologist for the New York state police and host of HBO cable TV show "Autopsy," said that an autopsy performed by Quebec coroners found that the investigation by Brazilian authorities was incomplete.
>
> Baden said there were injuries that Brazilian authorities missed and that Quebec pathologists need additional information, including a toxicology report.

Given the obvious politics now involved in the case, and the problems identified with both the police investigation and the Brazilian autopsy, an equivocal analysis and reconstruction of key evidence in this case is warranted.

FINDINGS

The findings in this case have been made in comportment with Locard's Exchange Principle, the scientific method, analytical logic, and other accepted constructs related to the forensic reconstruction of crime, as detailed in Chisum and Turvey (2011).

1. **Mr. Gatti appears to have engaged in sexual activity prior to his death.**
   This finding is based on at least the following:

   A. Scene photographs evidence a wet stain of fluid in the front crotch of his underwear extending out from the end of his penis, drying into a white crust at the edges. This is most consistent with seminal fluid.

   B. The presence of partially dry seminal fluid in the underwear, along with being otherwise nude, indicates that sexual activity took place at which time the underwear were immediately pulled up or put on[2].

2. **Mr. Gatti appears to have been the victim of an assault prior to his death.**
   This finding is based on at least the following:

   A. The autopsy report and photos evidence various abrasions and contusions to the left arm "accompanied by excoriation [torn skin]". These are most consistent with defensive or grabbing injuries and resulted in bleeding. No evidence of a source for these injuries was identified in the apartment.

   B. The autopsy report and photos evidence a bleeding injury, referred to as an excoriation (torn skin), to the posterior left shoulder. This

[2] A sexual assault protocol should have been conducted at the time of autopsy to determine the identity of any sexual partners using DNA testing; this is still possible using the underwear.

type of injury is associated with blunt force trauma. No evidence of a source for this injury was identified in the apartment.

C. Scene photographs evidence an absence of hair, skin, or blood transfer on any surface examined in the apartment. Given Locard's Exchange Principle, this would be expected on the surface, or objects, that inflicted and created these injuries.

D. While clearly fresh, these injuries do not appear to have been bleeding at the time of his death. This indicates that they were inflicted earlier and may account for the bloody hand-towels on the breakfast bar. They could also account for any blood found in association with his return to the apartment that evening (e.g., blood found in a taxi).

3. **The blunt force injury to the back of Mr. Gatti's head was most likely inflicted by another party.**
This finding is based on at least the following:

A. Mr. Gatti's body was found lying on its side, face towards the tile floor, with the head partially slid underneath the breakfast bar.

B. Scene photographs evidence an absence of hair, skin, or blood transfer on any surface examined in the apartment. Given Locard's Exchange Principle (Chisum and Turvey, 2011), this would be expected on the surface, weapon, or object that inflicted and created this injury.

C. The absence of a surface consistent with having inflicted this blunt force injury, by virtue of corresponding transfer evidence, leaves only the possibility that it was inflicted by an unknown blunt force object.

D. The fact that the injury was inflicted to the back of Mr. Gatti's head indicates that it was not self-inflicted.

E. The fact that the blunt force object responsible for the injury to the back of Mr. Gatti's head was not found next to the body, or in the apartment, indicates that it was removed or concealed by a third party.

4. **The blunt force injury to the back of Mr. Gatti's head was most likely inflicted in the apartment, while he was unclothed.**
It has been suggested that some unknown person struck Mr. Gatti in the back of the head with a rock, as the result of his public altercation with Amanda Rodrigues. That he was driven home with his son in a taxicab while bleeding. This possibility is precluded by the following facts:

A. The only bleeding injury that Mr. Gatti received in certain association with his death is the one to his head. The injury to the back of his head resulted in immediate and profuse bleeding, as most head injuries that break the skin do.

B. There is significant blood loss from Mr. Gatti's head injury. This blood flow may be observed in the pooling of blood in accordance with the tile pattern on the floor around Mr. Gatti's upper body.

C. All indications are that once he received this head injury, it was not treated or bandaged, and that blood flowed freely at the location where his body was found until his death a short time later.

D. Any taxicab transporting Mr. Gatti would have received heavy blood transfer from his head wound, from the headrest down to the seat. There would also be blood transfer on door handles and other areas he touched, as he would have bloody hands from attempts to check the severity of this injury and slow bleeding. Any blood in the cab would also remain recoverable and testable, despite conventional attempts to clean it. If Mr. Gatti's blood was found in the taxicab, and depending on the amount and orientation, it is reasonable to infer that it originated from his shoulder injury, and that this injury was received prior to arriving at the hotel.

E. If a taxicab had transported Mr. Gatti with his head injury, there would be a large volume of blood dripped and soaked down the back of his own clothes (e.g., shirt, pants or shorts) as the result of being seated and transported while bleeding from the head. Instead that large volume of blood is found with his body.

F. If this version of events were true, there would be some evidence of bloody transfer on the extremities or clothing of Mr. Gatti's 10-month-old son, as he would have needed to manage the infant while still bleeding. There is no evidence of this.

G. If a taxicab had transported an injured Mr. Gatti, there would be at least some intermittent low velocity blood drops on the path from the location where he was dropped off, to his apartment, and then finally inside the kitchen. There would also be bloody transfer upstairs in the upstairs area of the duplex, in comportment with the reports of Amanda Rodriguez. No blood transfer was photo documented by investigators along this path, or inside of the apartment.

H. No bloody clothing belonging to Mr. Gatti was identified at or recovered from the apartment to help support or refute any theory of events.

5. **The bloody hand towels on the breakfast bar require further investigation.**
   This finding is based on at least the following:

   A. There are two bloody hand towels on the breakfast bar. They do not appear to be soaked blood, as if from being pressed up against an injury that was bleeding profusely.

   B. Mr. Gatti's hands do not appear to have any blood on them.

   If the blood on these hand towels belongs to Mr. Gatti, then this indicates that either Mr. Gatti or someone else wiped his blood from their hands subsequent to his blunt force injury. This would be important contextual information to establish.

6. **Mr. Gatti was most likely semi-conscious and bleeding when the ligature was applied to his neck.**
   This finding is based on at least the following:

   A. The ligature mark on Mr. Gatti's neck contains abrasions and contusions on only one side. This is evidence of either body or ligature movement (e.g., violent resistance). It is not consistent with a suicidal hanging injury.

   B. The ligature in this case, a white purse or handbag strap, was found soaked with blood. This indicates that the ligature was applied to Mr. Gatti's neck subsequent to his head injury and the related blood flow.

   C. There is no blood on Mr. Gatti's hands, indicating that he was not in a state capable of manually checking the severity of his head injury subsequent to receiving it. This may also reflect drunkenness.

7. **There is no evidence that the body of Arturo Gatti was ever suspended from the stairs in the apartment.**
   This finding is based on at least the following:

   A. The stairs are made of square wood with a dark colored stain.

   B. There is no evidence of injury to the wooden stairs, or the wood stain, which could result from a ligature wrenched against it by a falling body.

   C. The body of Arturo Gotti was found with its head slid beneath the breakfast bar. If he had been suspended from the side of the stairs and then dropped down, as his position might suggest, then there

would be a smear of blood from his head wound on the face board above his head. There is no such smear.

D. Given that the blunt force injury to the back of Mr. Gatti's head cannot be sourced to the environment, as already mentioned, and that it must have resulted from an assailant, that injury would have been bleeding during any hanging interval. The absence of low velocity blood drops on the floor from this injury provides additional evidence precluding a hanging.

8. The ligature was left in place around Mr. Gatti's neck for an extended period of time, but removed before police investigators arrived.

This finding is based on at least the following:

A. When a person dies, blood settles in the body in accordance with gravity. After about 8-10 hours, the blood becomes fixed depending on the position of the body and how blood is able to settle. The normal color of settled blood, known as livor mortis or lividity, is purple (see: Dolinak, Matshes, and Lew, 2005).

B. The ligature furrow around Mr. Gatti's neck is blanched, with lividity fixed in the neck and face. This means that the ligature was in place, constricting the neck, during the time it took for lividity to fix around it.

C. The ligature was found unattached to Mr. Gatti's neck, away from the body, and beneath the breakfast bar. Given that Mr. Gatti would have been long dead at the time that the ligature must have been removed, this is evidence that someone else removed it.

9. Autoerotic death is excluded as a possibility in this case.

This finding is based on at least the following:

Complete or partial nudity of the decedent must be explained at any death scene. In some cases, in combination with evidence of sexual activity and strangulation, nudity can be evidence of autoerotic asphyxia. *Autoerotic asphyxia* is the deliberate self-induction of hypoxia with the intent of causing heightened sexual arousal (Turvey, 2011).

The absence of clothing other than underwear suggests that Mr. Gatti died subsequent to sexual activity but before he could dress himself. However, it is not the general experience of this examiner that intentional suicidal deaths involve nudity. Given these circumstances, along with the ligature pattern, autoerotic asphyxia must be considered.

Autoerotic asphyxia can be eliminated in this case given the absence of a known history of related behavior, the absence of a reasonable expectation of privacy, the absence of sexual material or props, the absence of a clearly evidenced mechanism for escaping ligature strangulation, and the evidence of injury from another. This is based in part on the other findings already detailed in this report.

Conclusion

It is the opinion of this examiner that Mr. Gatti engaged in sexual activity and was shortly thereafter attacked by an assailant from behind while in his apartment. He received a blunt force laceration to the back of his head resulting in profuse blood flow at the scene. He was then strangled with a ligature while in a dazed/ drunken state. He died in the location and position that he was found, and blood pooled in the tile pattern around him from his head injury. The ligature was removed from the body many hours later, after lividity was fixed, and placed under the breakfast bar.

Brent E. Turvey, MS (Forensic Science)

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URL: http://www.corpus-delicti.com

TITLE: FORENSIC SCIENTIST & CRIMINOLOGIST
DUTIES: SENIOR PARTNER: INSTRUCTION & CASEWORK

EDUCATION

Master's of Science in Forensic Science
University of New Haven, West Haven, Connecticut

B.S. - Psychology
Portland State University, Portland, Oregon

B.S. - History
Portland State University, Portland, Oregon

PROFESSIONAL ACTIVITIES

Mr. Turvey has performed casework as a forensic scientist and /or criminal profiler for law enforcement and attorney clients all over the world. He consults with private individuals, attorneys and law enforcement agencies on an ongoing basis regarding both criminal and civil matters. His caseload includes rapes, serial rapes and homicides, sexual homicides, domestic homicides, and multiple homicides of a violent or aberrant nature.

As an adjunct to casework and research, Mr. Turvey has qualified in court as an expert in the areas of Forensic Science, Crime Reconstruction, Interpretation of Presumptive Blood Test Results (Luminol, Phenolphthalein and Ortho-tolidine), Crime Scene Analysis, Crime Scene investigation, Case Linkage/ Linkage Analysis (Motive and Signature Analysis), Criminal Profiling, Staged Crime Scenes, False Allegations, and Victimology. This has included the following civil and criminal cases, in State and Federal Court:

- *Arkansas v. Damien Echols*
- *California v. Addison Beverly*
- *California v. Vincent Brothers*
- *California v. Jason Y. Cai*
- *California v. Joseph Cordova*

- *California v. Dwight Culton*
- *California v. Charles Davis*
- *California v. Matt Fletcher*
- *California v. Chris Graham*
- *California v. Gerald Johnson*
- *California v. Darryl Kemp*
- *California v. Jack Lewis*
- *California v. Johnny Miles*
- *California v. Douglas Mouser*
- *California v. Louis Peoples*
- *California v. Wesley Shermantine*
- *California v. Christopher Smith, I & II*
- *California v. Marvin Smith*
- *California v. David Suen*
- *California v. Alex Thomas*
- *Illinois v. Edward Phillips*
- *Kansas v. Artis Cobb*
- *Lee Mannheimer v. Linda Morrissett*
- *Massachusetts v. Timothy Imbriglio*
- *Mississippi v. Robert Grant*
- *Nevada v. Kirstin "Blaize" Lobato*
- *Ohio v. David Thorne*
- *Ohio v. Paula Rizer, I & II*
- *Parkhurst et al v. Tabor et al*
- *South Carolina v. Stephen Stanko*
- *Wisconsin v. Peter Kupaza*

Mr. Turvey is also currently involved with the following professional activities:

Secretary, Academy of Behavioral Profiling

Board Member, Forensic Section, Academy of Behavioral Profiling

Editor, Journal of Behavioral Profiling

COURSES DEVELOPED & INSTRUCTED

Since 1996, Mr. Turvey has developed and instructed the following courses, currently for **Forensic Solutions, LLC**:

CP 202: Criminal Profiling & Psychopathy
CP 203: Criminal Profiling & Psychopathy, II
CP 204: Criminal Profiling & Digital Evidence
CP 208: Criminal Profiling & Domestic Homicide
CP 501: Criminal Profiling
CP 502: Serial Rape Investigation
CP 505: Serial Homicide Investigation

CP 550: Advanced Criminal Profiling
FS 101: An Introduction to Forensic Science
FS 202: An Introduction to Crime Scene Investigation

UNIVERSITY AFFILIATIONS

1999-2000: *Adjunct Lecturer*, Criminology Dept., Bond University

2001-2010: *Guest Lecturer*, Criminology Dept., Bond University

2010: *Adjunct Teaching Fellow*, Criminology Dept., Bond University

2003 – Present: *Adjunct Professor*, Department of Sociology & Justice Studies, Oklahoma City University; Course Subjects: Criminal Investigation, Sex Crimes Investigation, Forensic Science, Crime Reconstruction, Miscarriages of Justice, Criminal Motivations, Forensic criminology, Forensic Victimology and Criminal Profiling.

PUBLISHED WORKS

The following is a list of Mr. Turvey's published, peer-reviewed works. These include textbooks, textbook chapters, journal articles and encyclopedia contributions:

Textbooks

- Chisum, W.J. & Turvey, B. (2007) *Crime Reconstruction,* Boston: Elsevier Science
- Chisum, W.J. & Turvey, B. (2011) *Crime Reconstruction, 2nd Ed.,* San Diego: Elsevier Science
- Ferguson, C., Petherick, W. & Turvey, B. (2010) *Forensic Criminology,* San Diego: Elsevier Science
- Petherick, W. & Turvey, B. (2009) *Forensic Victimology,* Boston: Elsevier Science
- Savino, J. & Turvey, B. (2004) *Rape Investigation Handbook,* Boston: Elsevier Science
- Savino, J. & Turvey, B. (2011) *Rape Investigation Handbook, 2nd Ed.,* San Diego: Elsevier Science
- Turvey, B. (1999) *Criminal Profiling: An Introduction to Behavioral Evidence Analysis,* London: Academic Press

- Turvey, B. (2002) *Criminal Profiling: An Introduction to Behavioral Evidence Analysis, 2nd Ed.,* London: Elsevier Science.

- Turvey, B. (2008) *Criminal Profiling: An Introduction to Behavioral Evidence Analysis, 3rd Ed.,* San Diego: Elsevier Science

- Turvey, B. (2011) *Criminal Profiling: An Introduction to Behavioral Evidence Analysis, 4th Ed.,* San Diego: Elsevier Science

Textbook Contributions

- Turvey, B. "Modus Operandi, Motive, and Technology," for Casey, E. (2000) *Digital Evidence and Computer Crime: Forensic Science, Computers and the Internet,* London: Academic Press.

- Turvey, B. "Professionalizing the Criminal Profiler" for Montet, L. (2001) *Profileurs: Specialization or Professionnalisation?* University Presses of France.

- Turvey, B. "Modus Operandi, Motive, and Technology," for Casey, E. (2004) *Digital Evidence and Computer Crime: Forensic Science, Computers and the Internet, 2nd Ed.* Boston: Academic Press.

- Turvey, B. "Investigative Reconstruction with Digital Evidence," for Casey, E. (2004) *Digital Evidence and Computer Crime: Forensic Science, Computers and the Internet, 2nd Ed.* Boston: Academic Press.

- Turvey, B. "Introduction" in Petherick, W. (2005) *Criminal Profile: Into the Mind of the Killer*, London: Modern Books.

- McGrath, M. & Turvey, B. "Criminal Profilers & The Media: Profiling the Beltway Snipers," for Petherick, W. (2005) *Serial Crime,* Boston: Elsevier Science.

- Turvey, B. "An Objective Overview of Autoerotic Fatalities," in Adler, P. (Ed) (2006) *Constructions Of Deviance, Custom Edition,* Mason, OH: Thomson Custom Solutions.

- Davis, B. (2006) *Crime Scene Science: Criminal Profiling*, Cornwall, UK: Ticktock Media, Ltd. – Editorial Consultant.

- Ferguson, C., McGrath, M. and Turvey, B. (2009) "The False Allegation: A Construct of Deviance" in Ferguson, C. and Petherick, W. (eds) *Crime and Deviance*, Forensic Press.

- McGrath, M. & Turvey, B. "Criminal Profilers & The Media: Profiling the Beltway Snipers," for Petherick, W. (2009) *Serial Crime, 2nd Ed.,* San Diego: Elsevier Science.

- Turvey, B. (2009) "Homicidal Deviance" in Ferguson, C. and Petherick, W. (eds) *Crime and Deviance*, Forensic Press.

- Turvey, B. (2009) "Sex Crimes and Deviance" in Ferguson, C. and Petherick, W. (eds) *Crime and Deviance*, Forensic Press.

- Turvey, B. (2009) "Sexual Deviance" in Ferguson, C. and Petherick, W. (eds) *Crime and Deviance*, Forensic Press.

- Turvey, B. (2010) "Prologo: Perfiles Criminologicos En El Siglo XXI," in Serrano, J.J. (Ed) *Manual practico del perfil criminologico*, Valladolid, Spain: Lex Nova.

- Turvey, B. "Modus Operandi, Motive, and Technology," for Casey, E. (2011) *Digital Evidence and Computer Crime: Forensic Science, Computers and the Internet, 3rd Ed.* San Diego: Academic Press.

- Turvey, B. "Investigative Reconstruction with Digital Evidence," for Casey, E. (2011) *Digital Evidence and Computer Crime: Forensic Science, Computers and the Internet, 3rd Ed.* San Diego: Academic Press.

- Turvey, B. (2011) "Victims of Pathological Altruism," in Oakley, B. (Ed) *Pathological Altruism*, Oxford University Press.

Professional Journals & Encyclopedia Contributions

- Baeza, J., Chisum, W.J., Chamberlin, T.M., McGrath, M., Turvey, B., "Academy of Behavioral Profiling: Criminal Profiling Guidelines," *Journal of Behavioral Profiling*, January, 2000, Vol. 1, No. 1

- Chisum, W.J., & Turvey, B. "Evidence Dynamics: Locard's Exchange Principle & Crime Reconstruction," *Journal of Behavioral Profiling*, January, 2000, Vol. 1, No. 1

- Turvey, B. "Criminal Profiling and the Problem of Forensic Individuation," *Journal of Behavioral Profiling*, May, 2000, Vol. 1, No. 2

- Turvey, B. "Autoerotic Death," in Knupfer, G., Saukko, P., & Seigal, J. (Eds.) (2000) *Encyclopedia of Forensic Science*, London: Academic Press

- Turvey, B. "Criminal Profiling," in Knupfer, G., Saukko, P., & Seigal, J. (Eds.) (2000) *Encyclopedia of Forensic Science*, London: Academic Press

- Turvey, B. "Modus Operandi," in Knupfer, G., Saukko, P., & Seigal, J. (Eds.) (2000) *Encyclopedia of Forensic Science*, London: Academic Press

- Turvey, B. "Offender Signature," in Knupfer, G., Saukko, P., & Seigal, J. (Eds.) (2000) *Encyclopedia of Forensic Science*, London: Academic Press

- Baeza, J. & Turvey, B. "False Reports in Cases of Sexual Assault: Literature Review and Investigative Suggestions," *Journal of Behavioral Profiling*, December 2000, Vol. 1, No. 3

- Turvey, B. "Staged Crime Scenes: A preliminary study of 25 cases," *Journal of Behavioral Profiling*, December 2000, Vol. 1, No. 3

- Turvey, B. "Deductive Profiling: Comparing applied methodologies between Inductive and Deductive criminal profiling techniques," *Policja: Kwartalnik Kadry Kierowniczej Policji* (Quarterly of Police Management - Poland), No. 4, 2000

- Turvey, B. "Mass Killings: A Study of 5 cases," *Journal of Behavioral Profiling*, June 2001, Vol. 2, No. 1

- Turvey, B. "Sexual Homicide: Research Review and Findings, Part 1," *Journal of Behavioral Profiling*, December 2001, Vol. 2, No. 2

- Cooley, C. & Turvey, B. "Reliability and Validity: Admissibility Standards Relative to Forensic Experts Illustrated by Criminal Profiling Evidence, Testimony, and Judicial Rulings," *Journal of Behavioral Profiling*, June 2002, Vol. 3, No. 1

- McGrath, M. & Turvey, B. "Criminal Profilers & the Media: Profiling the Beltway Snipers," *Journal of Behavioral Profiling*, 2003 April, Vol. 4, No. 1

- Turvey, B. "Forensic Frauds: A Study of 42 Cases," *Journal of Behavioral Profiling*, April 2003, Vol. 4, No. 1

- Turvey, B. "The Reality of Police-Involved Domestic Violence: Lessons for Law Enforcement Administrators," *Illinois Law Enforcement Executive Forum*, November 2003

- Turvey, B. "Staged Burglary: Technical Note & Civics Lesson," *Journal of Behavioral Profiling*, December 2004, Vol. 5, No. 1

- Turvey, B. "Beneath the Numbers: Rape and Homicide Clearance Rates in the United States," *Journal of Behavioral Profiling*, 6 (1), May 2006

- Turvey, B. "United States v. Gordon E. Thomas, III - A Case Study in the Reliability of Criminal Investigative Analysis," *Journal of Behavioral Profiling,* 7 (1), Summer 2007.

- Turvey, B. & Freeman, J. (In Press) "Jury Psychology" in Ramachandran, V. (ed) *Encyclopedia of Human Behavior, 2nd Edition,* London: Elsevier Science.

- Turvey, B. "Autoerotic Death," in Houck, M., Saukko, P., & Seigal, J. (Eds.) (In Press) *Encyclopedia of Forensic Science*, 2nd Ed., London: Academic Press.

- Turvey, B. "Criminal Profiling," in Houck, M., Saukko, P., & Seigal, J. (Eds.) (In Press) *Encyclopedia of Forensic Science*, 2nd Ed., London: Academic Press.

- Turvey, B. "Modus Operandi," in Houck, M., Saukko, P., & Seigal, J. (Eds.) (In Press) *Encyclopedia of Forensic Science*, 2nd Ed., London: Academic Press.

- Turvey, B. "Offender Signature," in Houck, M., Saukko, P., & Seigal, J. (Eds.) (In Press) *Encyclopedia of Forensic Science*, 2nd Ed., London: Academic Press.

PROFESSIONAL LECTURES & PRESENTATIONS

The following is a list of professional courses, presentations, lectures and workshops given by Mr. Turvey to law enforcement groups, attorney groups, educational institutions and professional organizations in the United States and around the world. Where indicated, these have been certified for college credit, continuing legal education (CLE), and/ or the Commission on Peace Officer Standards and Training (P.O.S.T.):

04/11/11 — **Evergreen State College**
Olympia, Washington
Workshop: Crime Scene Analysis and Criminal Profiling
(College Credit)

04/08 – 04/09/11 — **Elgin Community College/ ABP**
Elgin, Illinois
Workshop: Crime Scene Analysis and Criminal Profiling
(College Credit)

04/04/11 — **Alaska Association of Fire & Arson Investigators**
Sitka, Alaska
Lecture: Forensic Science, Crime Reconstruction, & Criminal Profiling

10/18 – 10/19/10	**KSU Police Dept./ Cobb County** Kennesaw State University, Kennesaw, GA *Workshop*: Crime Scene Analysis and Reconstruction (P.O.S.T. Certified)
08/09 – 08/10/10	Owens College, Toledo, OH *Workshop*: Criminal Profiling
08/07 – 08/08/10	Academy of Behavioral Profiling, 11th Annual Meeting Owens College, Toledo, OH *Lecture:* Behavioral Evidence Analysis *Lecture*: Serial Rape & Serial Homicide: Case Presentation *Lecture:* Linkage Analysis
06/01/10	Crown Office and Prosecutorial Fiscal Service Glasgow, Scotland *Lecture*: Case Linkage: M.O. & Signature Analysis
05/31/10	Scottish Police College Tulliallan Castle, Kincardine, Fife, Scotland *Lecture*: Case Linkage: M.O. & Signature Analysis
04/28/10	National Association of Criminal Defense Lawyers (NACDL) Spring Meeting & Seminar, Memphis, TN *Lecture*: Forensic Science, The NAS Report, and a Case Analysis (CLE credit)
04/07/10	Bemidji State University, Bemidji, MN *Keynote Speaker*: 11th Annual Student Scholarship and Creative Achievement Conference
08/10 – 08/11/09	Grossmont College, El Cajon, CA *Workshop*: Forensic Victimology Practicum (College credit)
08/08 – 08/09/09	Academy of Behavioral Profiling, 10th Annual Meeting Grossmont College *Lecture:* Forensic Criminology *Lecture*: Behavioral Evidence & Criminal Profiling: An Introduction *Lecture:* The NAS Report: Implications for Forensic Examiners (College Credit)
07/10/09	South Carolina Assoc. of Criminal Defense Lawyers *Lecture*: The NAS Report (CLE Credit)
03/16 – 04/06/09	Bond University, Gold Coast, Australia *Guest Lecturer*: Criminology Dept.
08/11 – 08/12/08	Kennesaw State University, Kennesaw, GA *Workshop*: Criminal Profiling Evidence Practicum (P.O.S.T. Certified)
08/09 – 08/10/08	Academy of Behavioral Profiling, 9th Annual Meeting

Lecture: Principles of Behavioral Evidence Analysis
Lecture: Forensic Victimology
Round-Table Discussion: Forensic Criminology
(P.O.S.T. Certified)

03/22 – 03/23/08 Bond University, Gold Coast, Australia
Workshop: Behavioral Evidence Practicum

03/14/08 Bond University, Gold Coast, Australia
Faculty Luncheon Lecture Series
Lecture: Forensic Victimology

03/06 – 03/25/08 Bond University, Gold Coast, Australia
Guest Lecturer: Criminology Dept.

2/17/08 California Attorneys For Criminal Justice, Monterey, CA
Presentation: Profiling and Behavioral Evidence
CLE Credit

08/11 – 08/12/07 Academy of Behavioral Profiling, 8th Annual Meeting
Lecture: Principles of Behavioral Evidence Analysis
Presentation: Child Sexual Homicide – A Case Study in Victimology

04/19/07 Kern County Bar Association, Indigent Defense Program
Lecture: Crime Reconstruction & Forensic Fraud
CLE Credit

03/31 – 04/01/07 Bond University, Gold Coast, Australia
Workshop: Behavioral Evidence Practicum

03/20 – 04/05/07 Bond University, Gold Coast, Australia
Guest Lecturer: Criminology Dept.

02/08 – 02/09/07 Home Team (Police) Academy, Singapore
Behavioral Sciences Programme
Workshop: Criminal Profiling & Behavioral Evidence Analysis

02/06/07 1st Home Team Behavioral Sciences Conference
Home Team (Police) Academy, Singapore
Lecture: Criminal Profiling & Behavioral Evidence Analysis

08/12 – 08/13/06 Academy of Behavioral Profiling, 7th Annual Meeting
Presentation: Body Count - Examining Behavioral Evidence in a Mass Murder; Wayne Petherick, Mcrim, co-presenter
Presentation: Truth or Consequences - False Reports of Sexual Assault at Trial

05/04/06 Oregon Criminal Defense Lawyers Association
Agate Beach Hotel, Newport, Oregon
Lecture: Forensic Fraud
CLE Credit

04/10 – 04/11/06 Bond University, Gold Coast, Australia
Workshop: Arson Reconstruction & Criminal Profiling

04/08 – 04/09/06 Bond University, Gold Coast, Australia
Workshop: Crime Reconstruction & Criminal Profiling

12/19/05 Chinese People's Public Security University, Beijing, China
Lecture: Rape Investigation & Victimology
Presentations: Various case studies

12/18/05 Xi'an Police Bureau, Xi'an, China
Lecture: Criminal Profiling & Crime Reconstruction
Presentations: Various case studies

12/15/05 Chinese People's Public Security University, Beijing, China
Lecture: Criminal Profiling & Crime Reconstruction
Presentations: Various case studies

11/15 – 11/17/05 Forensic Investigative Conference, Un. of Arkansas, CEC
Topics & Workshop: Forensic Science, Criminal Profiling, & Sex Crimes

08/06 – 08/07/05 Academy of Behavioral Profiling, 6th Annual Meeting
Presentation: Behavioral Evidence & Criminal Profiling
Presentation: Crime Reconstruction
Presentation: The Substitution of Criminal Profiler Reports and Testimony for Physical Evidence: Recent Cases and Trends

04/02 – 04/03/05 Bond University, Gold Coast, Australia
Workshop: Sex Crimes Investigation

01/14/05 Depaul University, College of Law, Chicago, Illinois
Presentation: Crime Reconstruction
Presentation: Criminal Profiling

10/9 – 10/10/04 Academy of Behavioral Profiling, 5th Annual Meeting, Las Vegas, NV
Presentation: Forensic Fraud
Presentation: Unusual Behavior in Domestic Homicide

2/15/04 California Attorneys For Criminal Justice, Monterey, CA
Presentation: Behavioral Evidence

12/04/03 Loyola University, New Orleans, Louisiana
Lecture: Forensic Science & Criminal Profiling

10/04/03 Northwest Orthopaedic Group 21st Annual Meeting
Seaside, Oregon
Lecture: Forensic Science and Crime Reconstruction

10/12 – 10/13/02 Academy of Behavioral Profiling, 4th Annual Meeting
Chicago, Illinois

Presentation: Sexual Homicide
Presentation: Serial Murder
Presentation: Linkage Analysis

10/05/02 Northwest Orthopaedic Group 20th Annual Meeting
Seaside, Oregon
Lecture: Forensic Science and Crime Reconstruction

9/26 – 9/29/02 Behavioral Evidence Analysis Conference
Bond University, Gold Coast, Australia
Lecture: Criminal Profiling & Premises Liability
Presentations: Various case studies

9/22/02 Bond University, Gold Coast, Australia
Workshop: Criminal Profiling

8/17/02 Shanghai Police Bureau, Shanghai, China
Lecture: Criminal Profiling & Criminal Investigation
Presentations: Various case studies

8/14 – 8/15/02 Hangzhou Police Bureau, Hangzhou, China
Lecture: Criminal Profiling & Criminal Investigation
Lecture: Applied Behavioral Evidence Analysis techniques
Presentations: Various case studies

8/12/02 Wuhan Police Bureau, Wuhan, China
Lecture: Criminal Profiling & Criminal Investigation
Presentations: Various case studies

8/11/02 Chinese People's Police Security University, Beijing, China
Lecture: Criminal Profiling & Criminal Investigation

8/09/02 Beijing Police Bureau, Beijing, China
Lecture: Criminal Profiling & Criminal Investigation: Applied Behavioral Evidence Analysis techniques
Presentations: Various case studies

4/12/02 KENNESAW STATE UNIVERSITY, Marietta, GA
Lecture: Criminal Profiling & Sexual Homicide Investigation

12/15 – 12/16/01 ACADEMY OF BEHAVIORAL PROFILING, 3RD ANNUAL MEETING
East Rutherford, NJ
Presentation: M.O. & Signature Analysis
Presentation: Criminal Profiling & Premises Liability

5/24/01 SOUTH PUGET SOUND COMMUNITY COLLEGE, Olympia, WA
Lecture: Criminal Profiling & Serial Homicide Investigation

3/14 – 3/15/01 GREATER ST. LOUIS MAJOR CASE SQUAD / SOUTHWESTERN ILLINOIS LAW ENFORCEMENT COMMISSION, Collinsville, Ill
Seminar: Criminal Profiling & Cold Case Investigations

10/7/00 ACADEMY OF BEHAVIORAL PROFILING, 2ND ANNUAL MEETING
Las Vegas, NV
Presentation: Profiling Testimony in Court in a Dismemberment Case
Presentation: Criminal Profiling in the Marilyn R. Sheppard Homicide

3/17/00 PACIFIC NORTHWEST ASSOCIATION OF INVESTIGATORS
Vancouver, WA
Presentation: Criminal Profiling & Crime Reconstruction

2/19/00 CALIFORNIA ATTORNEYS FOR CRIMINAL JUSTICE, Monterey, CA
Plenary Session: Forensics and Mitigation

1/13 – 1/16/00 CENTER FOR APPLIED PSYCHOLOGY & CRIMINOLOGY
Bond University, Gold Coast, Australia
Short Course: Behavioral Evidence Analysis

12/3/99 MILWAUKEE PUBLIC DEFENDER'S OFFICE, Milwaukee, WI
Presentation: Crime Reconstruction: A Legal Primer

10/20/99 TRI-COUNTY INVESTIGATORS ASSOCIATION
Ventura, CA
Presentation: Sexual Homicide Investigation

10/9/99 ACADEMY OF BEHAVIORAL PROFILING, 1ST ANNUAL MEETING
Monterey, CA
Paper: Getting Back to Gross: Criminal Profiling & Crime Reconstruction
Presentation: The West Memphis case: A Case Study in Criminal Profiling

7/1/99 BAY AREA CRIME ANALYSTS ASSOCIATION
Antioch Police Dept., Antioch, CA
Presentation: Behavioral Evidence Analysis

2/19/99 AMERICAN ACADEMY OF FORENSIC SCIENCES (AAFS) SCIENTIFIC SESSIONS - GENERAL SECTION, Orlando, FL
Paper: Psychological Crime Scene Tape: The Investigative Use Of Rapist Motivational Typologies
Paper: Recognizing Sadism: The Importance of Reconstruction and Wound Pattern Analysis in Criminal Profiling

2/16/99 AAFS SPECIAL SESSION: *YOUNG FORENSIC SCIENTISTS FORUM*
Orlando, FL
Presentation: Career tracks in the forensic sciences

2/15/99 AAFS WORKSHOP: *THE INTERNET FOR FORENSIC SCIENTISTS*
Orlando, FL
Presentations: Professional use of email; Online forensic science educational models

1/19 – 1/22/99 University of California, San Diego
School of Medicine, Department of Psychiatry, Addiction Technology Transfer Center, San Diego, CA
Topic: Mixing of Sex Offenders in Custodial Drug Treatment Therapeutic Community Units: Problems and Potential Solutions- A Gathering of Leading Experts

5/26 – 5/27/98 LOS ANGELES POLICE ACADEMY MAGNET SCHOOL
Monroe High School and San Pedro High School in CA
Workshops: Careers in Forensic Science; Computer and Internet Crime

5/09/98 CALIFORNIA ASSOCIATION OF CRIMINALISTS
SEMI-ANNUAL TRAINING SEMINAR: Held in Monterey, CA
Presentation: Criminal profiling and interpreting sadism in the crime scene from physical evidence

3/11/98 CALIFORNIA ASSOCIATION OF CRIMINALISTS
DINNER MEETING: Held in Hayward, CA
Presentation: Forensic science education online; Criminal Profiling techniques

2/24/98 NORTHERN ILLINOIS UNIVERSITY
DEKALB, ILLINOIS, NIU CAMPUS, SOC. / CRIM. DEPT.
Presentation: Criminal Profiling & Rape Homicide Investigation

BRC
BIODYNAMIC RESEARCH CORPORATION

August 19, 2011

Mr. Paul Ciolino
Paul J. Ciolino & Associates, Inc.
820 W. Jackson, Suite 300
Chicago, IL 60607

RE: ARTURO GATTI INVESTIGATION

Dear Mr. Ciolino:

Per your request, I submit this report regarding my opinions regarding the referenced matter.

The purpose of this report to address the biomechanical issues related to the investigation of the death of Mr. Arturo Gatti who was found dead on the kitchen floor on a two-level rented resort condominium at the Ancorar Flat Resort in Porto de Galinhas, Brazil on July 11, 2009.

As additional information is made available to me or as new facts are uncovered during the investigation and discovery process, my professional opinions may change to reflect the newfound information. The opinions expressed herein are current and accurately reflect my conclusions based upon the information reviewed and the analysis performed as of this date.

Sincerely,

Alfred P. Bowles II, M.D.

APB/rmd
Enclosure

5711 University Heights Blvd., Suite 100 ◦ San Antonio, TX 78249 ◦ 210/691-0281 ◦ Fax: 210/691-8823 ◦ www.BRConline.com

ARTURO GATTI INVESTIGATION
BIOMECHANICAL ANALYSIS

SUMMARY OF THE BRAZILIAN POLICE INVESTIGATION:

Translated records of the investigating Brazilian police agency indicated that witnesses observed Mr. Gatti and his wife, Ms. Amanda Carine Barbosa Rodrigues, and ten-month old son having pizza and wine at a restaurant in the city of Porto de Galinhas on the evening of July 10, 2009. There was a report of an altercation between the couple as they were returning to the condominium. Witnesses reported that Mr. Gatti was bleeding from a head wound, and the seat of the taxi that the Gatti family took back to the condominium was spotted with blood. At about 9:00 in the morning of July 11, 2009, the condominium administrative staff was notified that an incident had occurred in the apartment and authorities were summoned.

Photographs taken by police investigators demonstrated the lifeless body of Mr. Gatti lying on his left side with his head under a kitchen cabinet in the condominium (Figure 1). There was a large collection of pooled blood on the white tile floor surface surrounding his body. Mr. Gatti was located partially under the open staircase to the second level of the condominium, with his head under a kitchen cabinet.



Several of the photographs taken at the time of autopsy indicated a horizontally-oriented yellow-colored parchment-like mark that was impressed around the anterior aspect of Mr. Gatti's neck. His face was bloated and discolored. His right ear was engorged with blood. There was a 3 cm (1.2 in) laceration on the back of his head. There were several abrasions and ecchymotic wounds on his arms, chest, shoulders, and back.

Figure 1: The position of rest as photographed by crime scene investigators.

Mr. Gatti was 170 cm (67 in) in stature and weighed 70 kg (154 pounds) at the time of his death.

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Investigators noted that the condominium was described as in "perfect harmony" and "unusually tidy" with no indication that there had been a fight within the apartment. The report described that there was projection of blood splatter onto the low-back chair, desk, and the wall. The splatter pattern was described as directed from bottom-to-top, and from right-to-left, and continuing at a considerable height and distance.

Inspection of the incident site by the Brazilian authorities revealed a serrated kitchen knife and two blood stained cotton towels on the kitchen counter. A handle (purse strap) was recovered from the floor under the kitchen cabinet more than 3 feet away from Mr. Gatti's body. The purse strap was described as 62 cm (24 in) long. Although the purse strap was stained with blood, there was no corresponding blood accumulation on the floor where the strap was found. There was blood staining on the wall of the counter adjacent to the resting place of the strap that was consistent with the bloody strap being thrown into the location. One end of the strap had a broken metal fastener.

Criminal investigators reported the observation of several "discrete grooves" on a portion of the central handrail at the second vertical staircase railing support. These marks in the rail were described as being almost imperceptible to the naked eye and consistent with the metal parts of the "handle" of the bag. Based on this finding, investigators concluded that these markings purported to indicate the location from which Mr. Gatti was suspended by the purse strap during an attempted suicidal hanging.

The intersection of the central handrail and the second vertical staircase support was described as 232-237 cm (93 in) above the floor. Photographs taken at the scene did not demonstrate any pooling of blood immediately below the second vertical staircase support. The scene photographs did not depict the "discrete grooves" on a portion of the central handrail.

The subject purse strap was subjected to strength testing by the criminal investigators with the suspension of a 35 kg (77.2 lb) sandbag. According to the police report, the stitching on the strap broke within 5 seconds under the load.

Criminal investigators concluded that the purse strap was the most likely instrument of cervical ligature associated with Mr. Gatti's mechanical asphyxiation, which was the cause of death determined by the medical examiner.

The report of the initial autopsy that was performed in Brazil reported that Mr. Gatti's scalp wound was caused by a blunt instrument, as it demonstrated an irregular border surrounded by an ecchymotic halo with an underlying subdural hematoma in the "parietal" region. The scalp injuries were described as occurring when the victim was alive or shortly after his death. The marking of hanging strangulation was described as having a continuous upward topography that was unique and characteristic of being "the result of hanging."

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Investigators documented that Ms. Amanda Barbosa Rodrigues had purple bruising on her chin and friction excoriation on her left forearm, left hand, and both knees.

The Brazilian investigation concluded that Mr. Gatti had climbed upon the top of the bar and/or bar stool in the kitchen of the condominium and laced the purse strap around his neck and over the second handrail of the middle staircase railing support. He pushed the barstool behind him and was suspended for not less than 3 hours in the position of hanging. The investigators further concluded that the leather stitching seam of the purse strap broke allowing Mr. Gatti's body to fall to the floor in a left lateral position. The occipital portion of Mr. Gatti's head reportedly struck the floor causing a sprinkling of blood droplets onto the wall and the face of the kitchen counter.

CASE ANALYSIS:

My biomechanical analysis was directed towards the investigation of the human body mechanics of the purported hanging incident to assess whether a suicidal hanging was consistent with the physical findings in the Brazilian investigation.

The Brazilian criminal investigators were careful to specifically identify a bloody purse strap that was reported to be the instrument of hanging, the bar stool that Mr. Gatti would have used to stand up to the staircase railing, the post-incident location of the purse strap under a kitchen bar counter, the location on the staircase railing where Mr. Gatti purportedly attached the purse strap in his suicide, and the position of rest where Mr. Gatti's body was discovered.

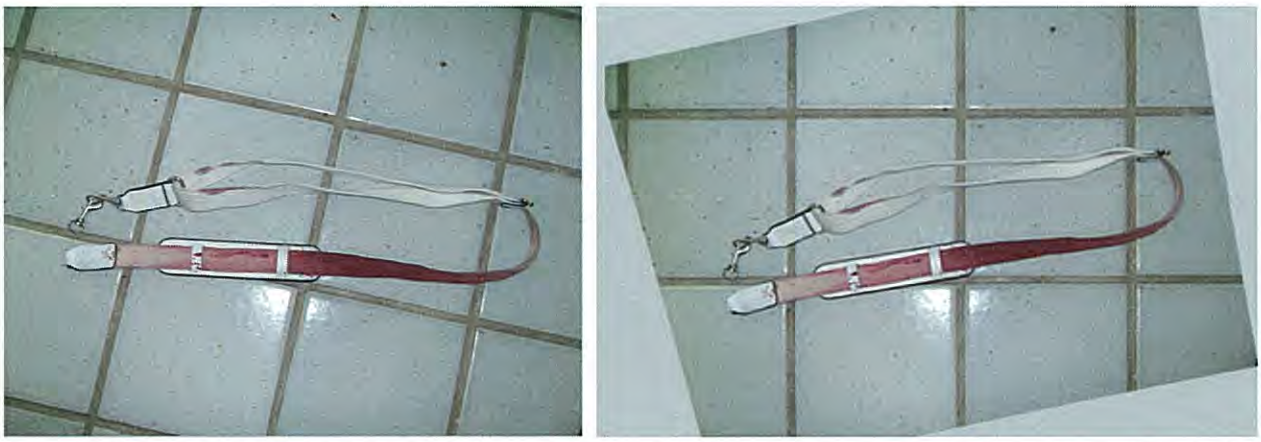


Figure 2: Purse strap on the 8-in square tile floor as photographed by crime scene investigators (left) and the adjusted photograph that corrects for the image distortion introduced by the camera lens and angle of view.

A photograph demonstrated the condition of the purse strap that was found under the kitchen cabinet (Figure 2). The maker of the purse strap was not identified. The strap length was adjustable by a sliding adjustment loop. There was a free-sliding leather shoulder pad on the purse strap webbing. There was bloody contamination of the fabric webbing that was asymmetrically distributed along the strap length. The

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photograph indicated that the leather stitching on one end of the purse strap had failed. There was no other stretch or fabric distortion noted in the strap material. The investigators reported that the purse strap was 62 cm (24.4 in) in length and that it was tested to failure with 35 kg (77.2 lb) of static weight in less than 5 seconds.

The 8-in. square tile floor surface in the photograph of the purse strap taken by the crime scene investigators introduces a dimensional scale that was used to gage the dimensions of the strap. The strap crosses over two tiles before curling back to cross the 16 in. span of the two tiles for a second time. The crime scene investigator's photograph was adjusted to account for the camera angle and the distortion introduced by the lens. (Figure 2) Photographic scaling was used to determine the length of the strap that was imaged in the crime scene investigator's photograph. The strap length was estimated determined to be 119 cm (47 in). When shortened to its fullest extent, the purse strap would be 98 cm (38.5 in), and lengthened to its fullest extent, the purse strap would be 157 cm (62 in). In its demonstrated configuration, it is not possible to configure the purse strap to 62 cm (24.4 in).

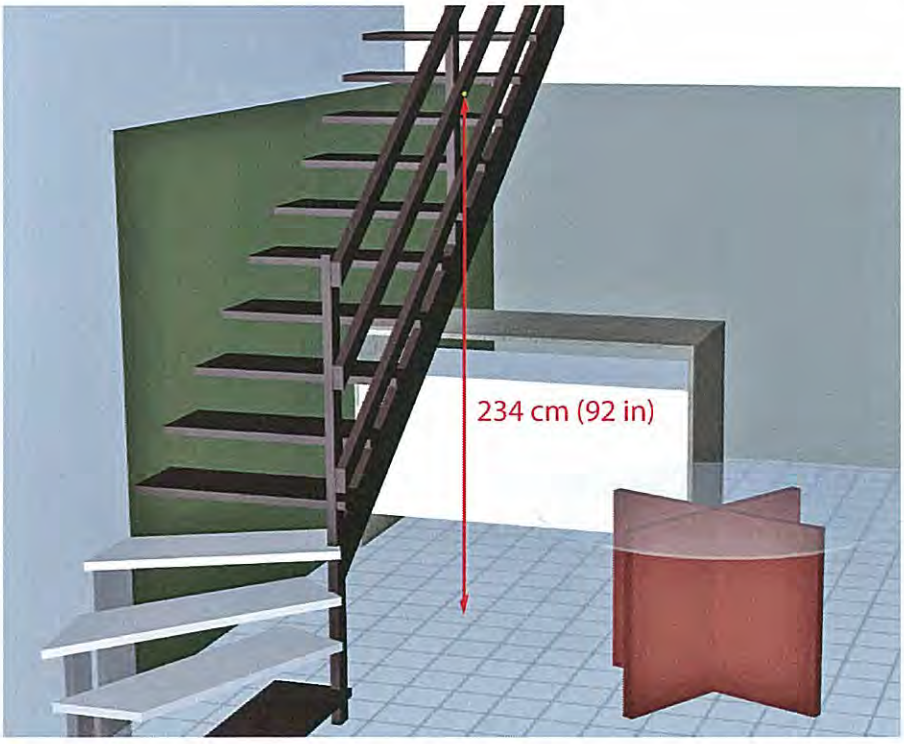


Figure 3: The three-dimensional scale model of the apartment

The three-dimensional scale model rendering of the Ancorar Flat Resort condominium was provided by Mr. Andre Stuart of 21st Century Forensic Animations, and is based upon his personal inspection of the apartment (Figure 3). The scaled model of the kitchen area was utilized to understand the spatial geometry for the location where Mr. Gatti was found by investigators and the purported location from which he was suspended on the staircase railing by the purse strap. The kitchen bar-top surface was 110 cm (43.5 in) above the floor. Photographs of the crime scene indicated that the available bar stools were standard 76 cm (30 in) in height.

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The dimensions reflected in the scaled rendering of the apartment were used to build a full-scale mockup of a portion of the staircase railing (Figure 4). The mock-up railing was mounted to scaffolding to replicate the height of the center of the intersection of the center handrail with the vertical staircase railing support at 234 cm (93 in) above the floor.

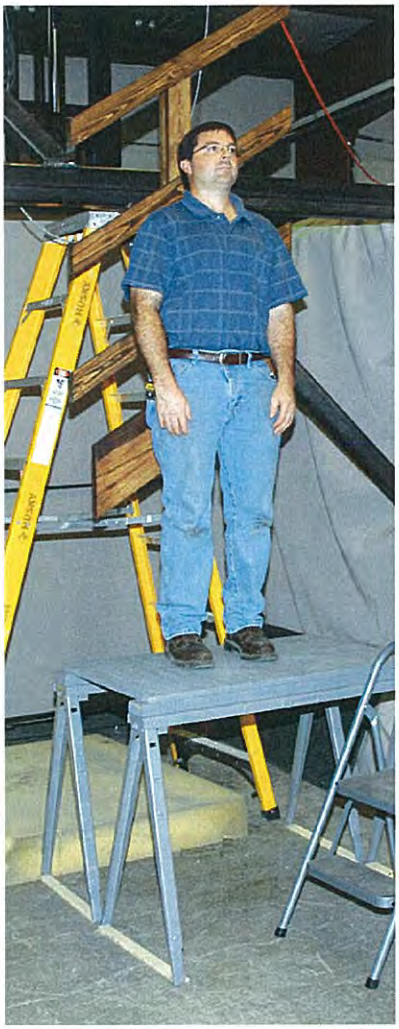


Figure 4: A 170 cm (67 in) stature male standing on a 76 cm (30 in) platform in front of the staircase railing mockup.

A 76 cm (30 in) platform was placed immediately beneath the mockup railing to allow a person to stand comfortably at barstool height in front of the staircase railing.

Four different male subjects standing 170 cm (67 in) in stature were placed in front of the center vertical staircase railing support.

A tailor's measuring tape was used to measure the circumference of each of the male subjects' neck incorporating the middle staircase support over the center staircase railing (Figure 5). A minimum distance of 81 cm (32 in) was required to encircle the neck and the middle staircase support. From this position, it was not physically possible to wrap a 62 cm (24 in) ligature around the center staircase support and any of the subjects' necks.



Figure 5: Neck circumference incorporating the center staircase support over the middle railing. The subject has a 43 cm (17 in) neck.

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Figure 6: Male subject standing flat (left) and lifting up on his toes (right).

When the subject stood on his toes, he gained no more than 3 inches in height, and did not significantly change his orientation to the middle staircase railing or the center railing support (Figure 6).

The measured circumference for all four subjects, incorporating the neck and only the upright staircase railing support was 62-63.5 cm (24-25 in). Because staircase railings are outside of the staircase railing supports, this measurement can only have been made with the subject positioned on the stairway-side of the railing. The presence of the staircase railing displaces the vertical staircase railing support from an upright-oriented male subject's torso and neck to account for the difference between the 62-63.5 cm (24-25 in) and 81 cm (32 in) dimensions.



Figure 7: Placement of the 119 cm (47 in) strap length around the subject's neck and the staircase railing.

A model of the purse strap was fabricated from cotton webbing and strap hardware to facilitate my reconstruction and understanding of the key issues in this case.

The 119 cm (47 in) length of the strap was placed around the subject's neck and stair railing while standing at bar stool height. An excessive length of strapping was evident, and there did not appear to be sufficient retention of the head and neck to attain the proper geometry to suspend the body in hanging (Figure 7).

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When the strap was shortened to its fullest extent with the 97 cm (38.5 in) length, the strap would easily slip from the head and neck of the subject standing at bar stool height (Figure 8).



Figure 8: Placement of the 97 cm (38.5 in) strap length around the subject's neck and the staircase railing.

A human-form 59 kg (130 lb) test dummy was utilized to replicate the suspension of a human from the mock-up of the stairwell railing. The dummy was suspended in a hanging position using an 81 cm (32 in) strap to encircle the neck and the center vertical staircase railing support over the middle staircase railing (Figure 9).



Figure 9: The test dummy suspended from the mock-up of the staircase railing using an 81 cm (32 in) ligature.

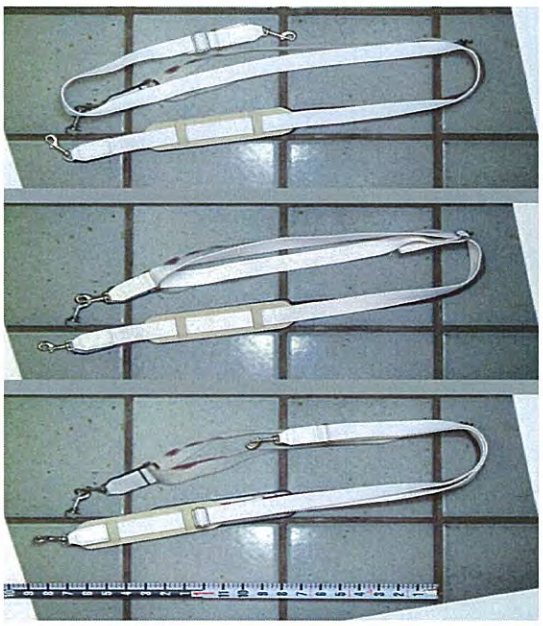


Figure 10: The purse strap model was adjusted to maximum, close-fit, and minimum lengths and placed over a full-size reproduction of the adjusted crime scene photograph.

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In the position of hanging, the shoulders and upper back made contact against the lower staircase railing in a diagonal fashion. The lower back and buttocks made diagonal contact against the stringer (lower stair support) (Figure 11).

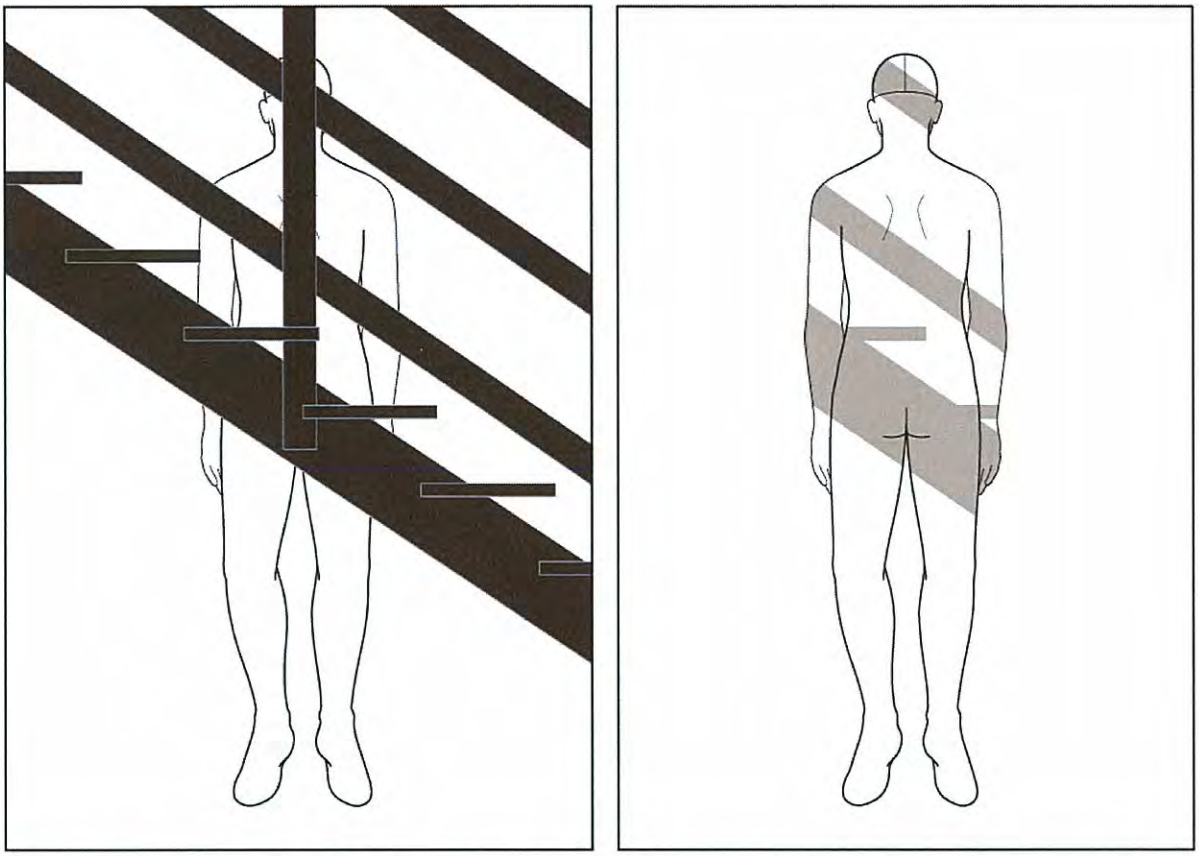


Figure 11: The hanging human form viewed from behind the staircase railing (left). The expected area of skin contact would align diagonally-oriented marks on the back and buttocks (right).

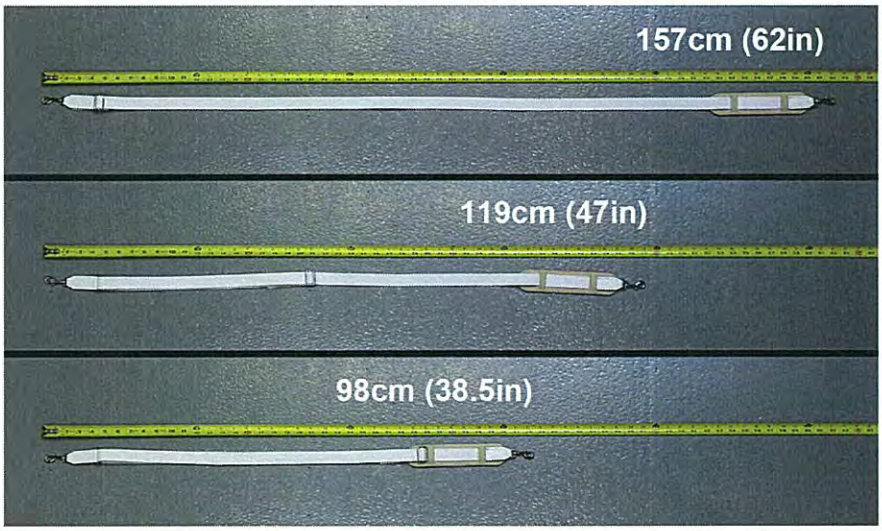


Figure 12: A model of the purse strap was adjusted to full length (top), the length determined from the crime scene investigator's photograph (middle), and adjusted to shortest length (lower).

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The human-form dummy was suspended in a hanging position using a 119 cm (47 in) strap to replicate the length of the purse strap found at the crime scene. The human-form dummy could not be supported by a strap of this length (Figure 13). The dummy's head simply slipped out of the encircling strap, allowing the body to slip free as the chin elevated.



Figure 13: A test dummy suspended from the mock-up of the Staircase railing using a 119 cm (47 in) ligature.

A pneumatic release mechanism was placed on the stairway-side of the mock-up of the middle staircase support to allow a simulation of strap hardware failure. Drop testing was conducted with the human-form test dummy suspended from the 81 cm (32 in) strap. Repeated releases were studied to observe and understand the body's free fall from the suspended position on the staircase railing. In most instances, the strap separated upon release and landed essentially forward of the middle staircase support. In some instances, the cervical ligature would "snag" and remain suspended on the staircase railing. In these incomplete release events, the asymmetric strap release did not induce roll or twist in the human form's position.

The test dummy fell in the drop testing, as predicted, in a forward-leaning trajectory (Figure 14). As the ligature around the neck was released, the body fell under gravitational pull. In the position of hanging, the torso and buttocks of the human-form dummy remained in contact with staircase components. This contact force (normal force) was associated with a tangentially-oriented friction force that partially countered the force associated with free fall under the gravitational pull. In addition to the small amount of friction between the body and staircase, the normal force exerted by the staircase railing prevented rearward rotation of the human-form body by presenting a mechanical barrier to the backside of the torso. As the lifeless body fell, the legs eventually interacted with the ground, initiating contact between the human-form and the floor. The test dummy's center of mass fell aligned with the middle staircase support. The center of mass projected slightly forward of the plane of the staircase railing to its position of rest on the floor.

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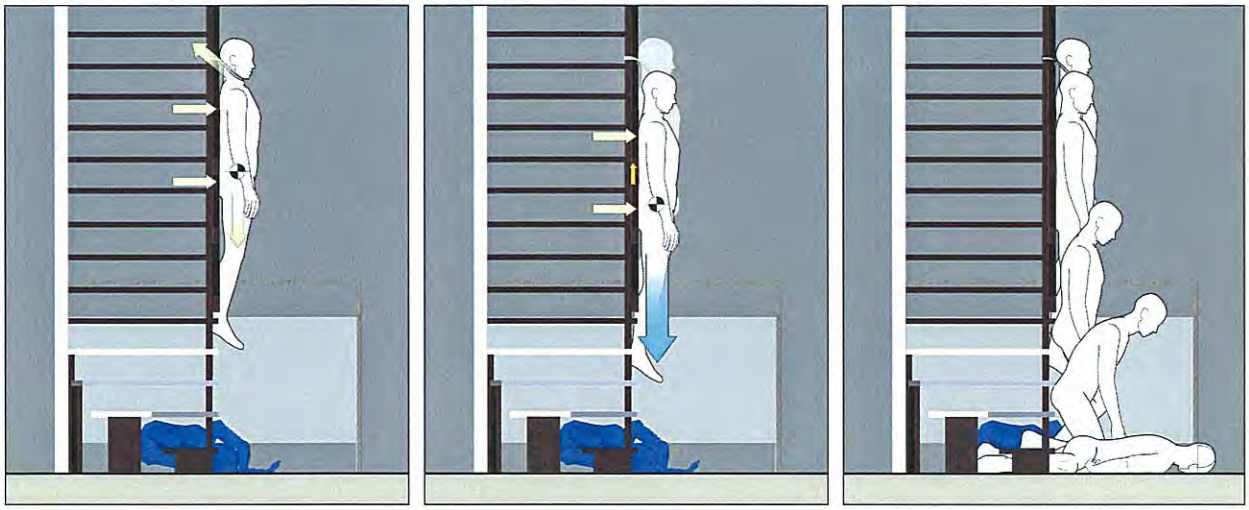


Figure 14: Demonstration of the fall from a suspended position of hanging.

OBSERVATIONS:

It is assumed for this analysis that Mr. Gatti's body was found in the location where he died. There is no testimony or reported evidence that indicated that his body was significantly moved after he was discovered lifeless on the floor of the condominium kitchen.

Mr. Gatti's body was found in a location where he bled in a nearly motionless state. The pattern of blood pooling is indicative of an undisturbed body position, with blood pooling from the hemorrhaging wound on the occipital scalp of his head. There were no footprints, smears or imprinted markings to indicate that any movement occurred in the vicinity of the accumulating blood.

Other than the occipital scalp wound, there are no other likely injuries to have produced the large amount of bleeding that accumulated on the kitchen floor.

Investigators noted bloody staining of the bed sheets that were consistent with Ms. Rodrigues' pattern of wounding. Photographs of the scene and the reported findings of the inspection of the apartment described no other accumulated blood on the staircase, floor, furniture or cabinetry, except in the area where Mr. Gatti's body was found. Therefore, although witnesses described Mr. Gatti bleeding in the taxicab earlier in the night, there is no objective evidence that Mr. Gatti had substantial bleeding after entering the apartment until he is motionless at his final resting position.

The volume of blood loss demonstrated in the photographs is indicative that Mr. Gatti had some level of blood pressure and circulating blood volume for at least a short period of time while he lay in the final position of rest. This is consistent with his injury to the scalp occurring at or around the time of his death, and after active volitional movement had ceased.

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There is no blood accumulation immediately below the middle staircase support where investigators surmise that Mr. Gatti had been suspended by cervical ligature. Had Mr. Gatti sustained the hemorrhaging occipital scalp wound prior to hanging at the middle staircase support, there would have been the accumulation of blood on the floor beneath his suspended position, and there would have been gravity-dependent blood trailing down his body and legs. Additionally, there should have been bloodstains on his blue briefs.

Had Mr. Gatti suffocated from strangulation due to hanging in the proposed position on the staircase middle support, and had he been suspended for more than three hours, his blood flow would have ceased, and he would not have profuse bleeding after sustaining a post-mortem scalp laceration.

The yellowish waxy horizontally-oriented ligature mark on Mr. Gatti's neck is consistent with a combined prolonged contact with an anteriorly applied ligature and/or excessive pressure applied during strangulation. The marking is observable only on the anterior aspect of Mr. Gatti's neck; it does not have posterior continuation as would be expected from encircling with a noose.

The cervical ligature mark wound pattern is consistent with strangulation and not with the mechanism of hanging from a noose. Suspension by ligature about the neck in a vertical orientation would create a V-shaped pattern extending laterally in a more cephalad (toward the head) direction than is demonstrated in the postmortem photographs. The pattern of cervical wounding is most consistent with an application of a constricting garrotte-like device across the anterior neck.

According to the theory of the investigators, Mr. Gatti was suspended in a vertical hanging position for more than 3 hours before the purse strap failed, causing his body to fall to the floor. If the purse strap failed from tensile loading by the suspended body on an encircling ligature, the forces responsible for disrupting the stitching or clasp mechanism would have been tensile and essentially equal but opposite in direction. The tensile loading of the encircling ligature would have been caused by downward pressure applied by the contacting area of Mr. Gatti's neck. Therefore, the implement of strangulation would fall under the same dynamics and at the same rate as the body. The strap would therefore come to rest in the same direction as the victim. There would be no mechanical force available to cause the strap to move away from the body and in the direction of the floor under the kitchen bar cabinet.

If it were true that Mr. Gatti had killed himself by suicidal hanging, and that the blood on the floor accumulated as a result of his head striking the floor during his fall from suspension, and that the encircling strap from his neck was propelled in some way under the kitchen cabinet, there would be no scientifically

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plausible explanation for why the blood would have accumulated on the strap and splattered against the under surface of the kitchen cabinet at the moment that Mr. Gatti fell to his position of rest.

Had Mr. Gatti fallen to the floor from a suspended hanging position at the middle staircase support, it is most likely that he would have fallen forward landing with his face and chest in a more prone position than is demonstrated in the scene photographs.

Had Mr. Gatti fallen in such a way that he struck the left occipital scalp causing the 3 cm (1.2 in) laceration, his body should have been found in the face-up supine positioning rather than a left lateral position.

Had Mr. Gatti fallen from a suspended position at the middle staircase support, it would have been impossible for his head to fall under the kitchen cabinet. In order to fall to the position demonstrated in scene photographs, the first forceful contact would have been against the white-colored surface beneath the kitchen bar. There was no objective finding that would indicate that Mr. Gatti's head made any prolonged forceful contact against the surface of the panel that is underneath the kitchen bar.

The findings presented in this report are supportive of Mr. Gatti being in a state of altered consciousness from a blow to the back of the head that occurred with his body in approximately the location of his final resting point. It is apparent that he was strangled to death at the location where he was found in the condominium kitchen. In all likelihood, a ligature was placed around his neck after or while the occipital scalp wound was bleeding, but after Mr. Gatti had ceased volitional movement.

The objective findings outlined in this report would indicate that the asphyxiating cervical ligature was removed from Mr. Gatti's neck hours after his death, but before criminal investigators arrived on the scene.

CONCLUSIONS:

- The purse strap identified by the Brazilian investigators could not have been the instrument by which Mr. Gatti was hanged, as it was too weak to hold his weight and too long to effectively secure his body by looping around his neck and the staircase railing.

- Based upon the reported strength from testing of the subject purse strap conducted by the Brazilian investigators, the purse strap was incapable of holding Mr. Gatti's weight, and simply could not have supported his static body weight for the three hours during which he was purported to have hung in a vertical position. The loading experienced within the purse strap (in the form of a tensile pull) during an

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attempted hanging would have far exceeded the recorded failure strength of 35 kg (77.2 lb). There would be no scientifically supportable theory that would account for the purse strap failing more than 3 hours after the initial suspension of a person's body.

- The shortest adjustment of the purse strap is too long to use to hang a person of Mr. Gatti's size without encircling the neck in a noose-like configuration. A strap longer than 95 cm (37.5 in) would not suspend Mr. Gatti's body in a hanging position from the center staircase support as his head and neck would slip out under the weight of his suspended body.

- Mr. Gatti did not encircle his neck with a noose-like ligature. Mr. Gatti's pattern of wounding around the neck is inconsistent with his application of an encircling ligature. Had a ligature been placed completely around Mr. Gatti's neck at the time of a successful suicidal hanging, the encircling ligature would have remained in place as his body fell to the floor when the stitching on the strap failed. The corresponding neck wound would completely encircle the circumference of Mr. Gatti's neck.

- The minimum length of 79 cm (31 in) of strap would be needed for Mr. Gatti to encircle his neck and the middle staircase support over the staircase railing while standing on top of a 76 cm (30 in) bar stool. A 62 cm (24 in) strap is too short to encircle Mr. Gatti's neck and the middle staircase support over the middle staircase rail. The purse strap identified in the crime scene photographs cannot be the 62 cm (24 in) cervical ligature identified as the instrument of strangulation in Mr. Gatti's death.

- The 170 cm (67 in) tall Mr. Gatti would have needed to use a stool or stepladder that allowed him to be in very close proximity to the anchor point in order to fasten any length of the purse strap around his neck. Photographs of the crime scene do not indicate that the bar stool or any suitable platform was in reasonable proximity to give Mr. Gatti access to the proposed anchor point. The dining table top and the kitchen bar top are not sufficiently close to the anchor point on the staircase railing for Mr. Gatti to have used either of these surfaces as a platform and for him to have been able to reach around middle staircase support and encircle his neck with a strap that was capable of holding him in a hanging position for three hours.

- If Mr. Gatti had been successful in suspending himself on the stairwell railing with some other unidentified rope, there would need to be a scientifically-based explanation to describe how his body moved to his discovered position of rest. Gravity alone is insufficient to account for the location where Mr. Gatti's body was found. Had Mr. Gatti's body been suspended at the proposed anchor point location and the strap failed, his body would have fallen under the influence of Earth's gravity, forcing him to fall directly below and slightly forward of the projected line of the middle staircase support.

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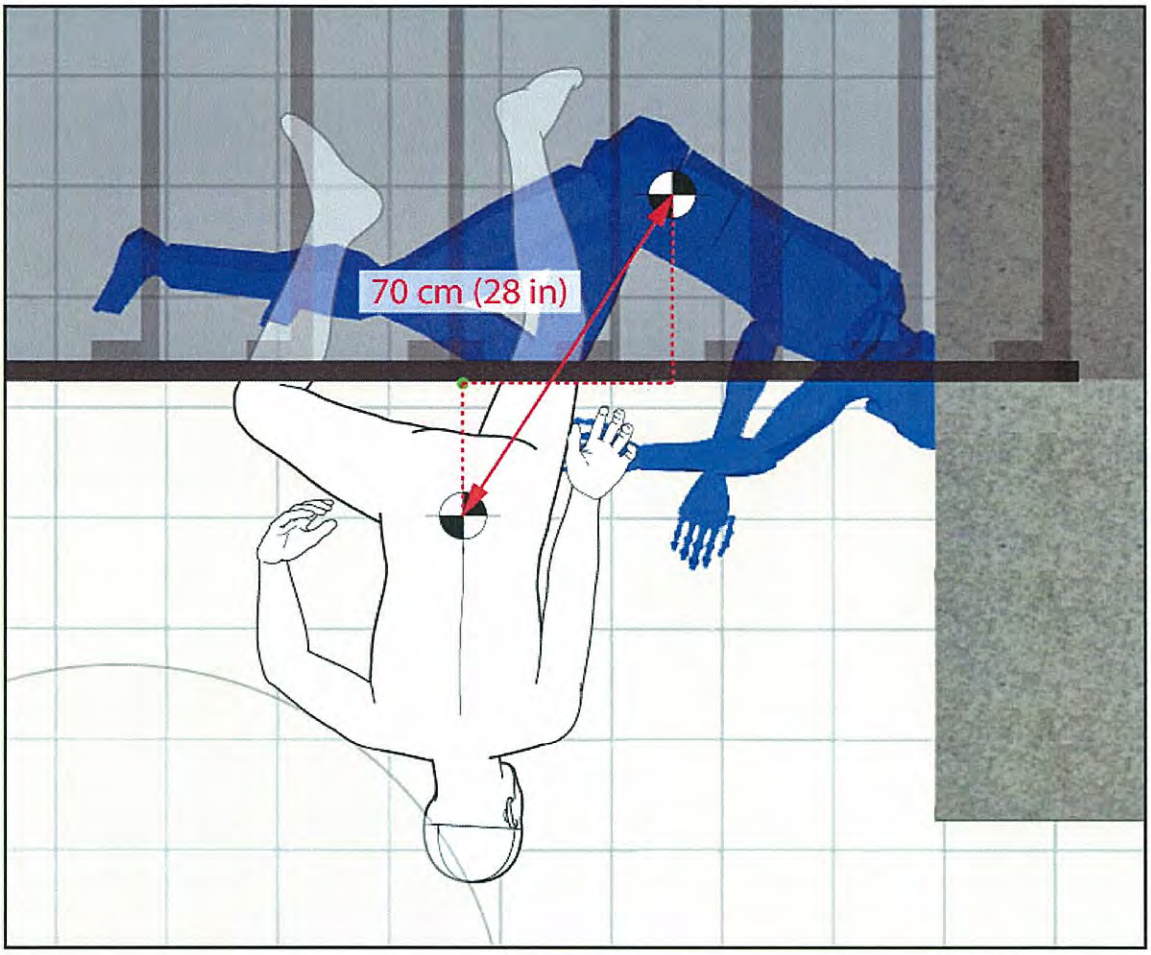


Figure 15: Location of rest for Mr. Gatti's body (blue figure) as found by the crime scene investigators compared to the predicted location of the body at rest if dropped from a position of hanging from the center staircase support (white figure). The body's center of mass is demonstrated. There is a 70 cm (27 in) separation in the to body positions when the position is measured from the body's center of mass.

- Photographs of the crime scene and the scaled scene reconstruction demonstrated that Mr. Gatti's body was found in a location that was at least 70 cm (28 in) from where his body should have been found (Figure 15). His location was about 60 cm (24 in) too far under the stairs (rearward toward the green wall) and about 36 cm (14 in) too far leftward (in the direction of the kitchen cabinet) from the point above which he was suspended.

- In all probability, a 170 cm (67 in) male subject would exhibit similar behavior to the human-form test dummy during free fall. It is expected that Mr. Gatti's lifeless body would fall in a slightly forward attitude, flexing forward at the hips after leg contact with the floor, and land face-first onto the ground into a location that was forward, but below the point of suspension on the staircase.

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Education
- BS Mechanical Engineering, Purdue University, 1986
- MD Indiana University School of Medicine, 1990
- General Surgery Residency University of Kansas, 1995

Dr. Alfred Bowles is a Principal Consultant with Biodynamic Research Corporation, where he consults in the fields of biomechanics, injury causation, mechanism of injury and occupant kinematics. His current consulting practice is focused on understanding how traumatic injuries occur as a result of physical exposure to forces, accelerations and external stresses that apply to people in vehicle crashes, transportation mishaps, workplace incidents and equipment malfunctions. His professional background includes Bachelor's of Science in Mechanical Engineering from Purdue University in West Lafayette, Indiana and a Doctor of Medicine (M.D.) from Indiana University in Indianapolis, Indiana. He holds accreditation in accident reconstruction (ACTAR 2344) and has analyzed the biomechanics of injury associated with more than 2,500 injury incidents. His reconstruction of injury events is often applied to the support for cases involving litigation in general negligence, product liability and criminal prosecution/defense.

In addition to employment at Biodynamic Research Corporation, he maintains a clinical practice as a general and acute care physician and is a credentialed flight surgeon and commissioned officer with the United States Air Force Reserve. He is a member of the American Medical Association, the Bexar County Medical Society, the Texas Medical Association, the Southwestern Surgical Congress, the Association for the Advancement of Automotive Medicine, the Society of Automotive Engineers, and the Aerospace Medical Association. Dr. Bowles has received post-graduate education in areas of trauma medicine, critical care, aerospace medicine, accident reconstruction and biomechanics applied to the investigation of impact trauma.

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EDUCATION

M.D.	Indiana University School of Medicine Indianapolis, Indiana	1990
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Internship in Surgery 1990-1991
University of Kansas Medical Center
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Residency in General Surgery 1991-1995
University of Kansas Medical Center
Kansas City, Kansas

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Traffic Accident Reconstruction 1996
Northwestern University Traffic Institute
Evanston, Illinois

Fundamentals of Sensor Design for Automotive Airbag Systems 1997
SAE International Seminars
Detroit, Michigan

Car Crashes and Occupant Injuries: 1998
A Team Approach to Crash Investigation
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Biomechanics of Impact Trauma Association for the Advancement of Automotive Medicine Captiva Island, Florida	1998
Aerospace Medicine Primary Course I	1998
Aerospace Medicine Primary Course II	1999
Aerospace Medicine Primary Course III USAF School of Aerospace Medicine Brooks AFB, Texas	2000
Advanced Trauma Life Support Student Course American College of Surgeons Department of Family and Community Medicine Tulane University, New Orleans, Louisiana	1999
Defense Medical Readiness Training Institute Fort Sam Houston, Texas	2003
Wilford Hall USAF Medical Center Lackland AFB Texas	2007
Defense Medical Readiness Training Institute Fort Sam Houston, Texas	2011
Trauma Refresher Course for Surgeons Wilford Hall US Air Force Medical Center Lackland AFB, Texas	2001
Expeditionary Medical Support Basic Course USAF School of Aerospace Medicine Brooks AFB, Texas	2004
Space Fundamentals Course USAF Advanced Space Operations School Colorado Springs, Colorado	2010

PROFESSIONAL EXPERIENCE

Consultant Principal Consultant and Director Biodynamic Research Corporation San Antonio, Texas	1995-Present 2010-Present
Flight Surgeon United States Air Force Reserve HQ USAF Space Command Peterson AFB, CO	2008-Present

General Surgeon Flight Surgeon Chief of Professional Services United States Air Force Reserve 433rd Medical Squadron Lackland AFB, Texas	1995-2008 2000-2008 2006-2008
Practicing Physician Emergency and General Medicine Southwest Medical Associates Rockport, Texas	1996-Present
Surgeon, General and Trauma Surgery Air Force Theater Hospital Balad Air Base, Iraq	2005
Physician, Critical Care Air Transport Team United States Air Force Operation Enduring Freedom	2003
Chief Resident in General Surgery University of Kansas Medical Center Kansas City, Kansas	1994-1995

BOARD CERTIFICATIONS

American Board of Surgery	
Certificate #40958	1996
Re-certification	2006

PROFESSIONAL REGISTRATIONS

National Board of Medical Examiners	
Certificate #386331	1991
Kansas Board of Healing Arts	
License #04-25775	1995-Present
Texas State Board of Medical Examiners	
License #J9983	1996-Present
Accreditation Commission for Traffic Accident Reconstruction	
Accredited Traffic Accident Reconstructionist	2011
Registration Number 2344	

PROFESSIONAL AFFILIATIONS

American Society of Mechanical Engineers	1986
American Medical Association	1986
Society of Automotive Engineers	1996
Southwestern Surgical Congress	1996
Bexar County Medical Association	1996
Texas Medical Association	1996
Association for the Advancement of Automotive Medicine	1998
Aerospace Medical Association	1998
Association of Military Surgeons of the United States	2002

COMMITTEES AND CLINICAL APPOINTMENTS

Wilford Hall USAF Medical Center, Lackland AFB, Texas
Cuero Community Hospital, Cuero, Texas
USAF International Military Education and Training Team, Instructor

HONORS AND AWARDS

Graduated with Distinction, Purdue University
Pi Tau Sigma Honorary Society of Mechanical Engineering
Golden Key National Honor Society
Phi Kappa Phi Honorary Society
Excellence in Education, University of Kansas Medical School
Meritorious Service Medal
Air Force Commendation Medal
United States Air Force Achievement Medal with Oakleaf Cluster
Global War on Terrorism Expeditionary Medal
National Defense Service Medal

PRESENTATIONS AND INVITED LECTURES

Bowles, Alfred P., "Management of Hepatic Trauma in Children." Trauma Conference, University of Kansas Medical Center, Kansas City, Kansas. December 1992.

Bowles, Alfred P., "Intussusception: A Review of the Current Literature and Management." Department of Pediatrics Grand Rounds, University of Kansas Medical Center, Kansas City, Kansas. February 1993.

Bowles, Alfred P., W.L. Buntain, "Cystic Lymphangioma of the Pancreas." Kansas Chapter Annual Meeting, American College of Surgeons, Kansas City, Missouri. October 1994.

Bowles, A.P., "Understanding 'Whiplash': Analysis of Low Speed Rear-Impact Testing Using Human Test Subjects." Presentation to Society of Automotive Engineers, Inc., Low Speed Collision TOPTEC, Richmond, British Columbia, Canada, August 1996.

Bowles, A.P., "Auditory and Visual System Injury Potential with Airbag Deployment." Presentation to Society of Automotive Engineers, Inc., Airbag Design and Performance TOPTEC, Costa Mesa, California, August 1997.

"Low Velocity Impact Investigations"; National Insurance Crime Bureau Advanced Academy.

Houston, Texas, December 2-3, 1997
Portland, Oregon, June 2-4, 1998
Phoenix, Arizona, March 22-26, 1999
Baltimore, Maryland, August 31, 1999
Orlando, Florida, January 24, 2000

"Injury Causation"; Invited Lecturer, Personal Injury Seminar, Indianapolis, Indiana. March 21, 1998.

"Low Velocity Impact/Soft Tissue Claims - Biomechanical Investigation"; Property Loss Research Bureau Claims Conference.

Chicago, Illinois, April 7-8, 1998
Lincoln, Rhode Island, November 3-4, 1998
New Orleans, Louisiana, March 28-31, 1999
Atlanta, Georgia, March 12-13, 2001

"Low Velocity Impact Investigations"; Invited Lecturer, Arizona Department of Insurance Conference, Phoenix, Arizona, April 28, 1998.

"Ocular Injury from Air Bag Deployment", Invited Lecturer, Defense Research Institute Product Liability Seminar, San Francisco, California, February 2, 1999.

"Injury Biomechanics in Low Velocity Impact Collisions", Invited Lecturer, Louisiana Chapter, International Association of Special Investigation Units, New Orleans, Louisiana, June 22, 1999.

"Role of Biomechanics Expert in the Litigation of Low Velocity Claims", Invited Lecturer, International Association of Special Investigation Units, Dallas, Texas, September 13-16, 1999.

"Trying a Low Velocity Impact Injury Case"; Mock Trial, American Board of Trial Advocates of Wisconsin, Milwaukee, Wisconsin, November 12, 1999.

"Air Bag Induced Eye Injury", Inflatable Restraints in Aviation Workshop, Invited Lecturer, US Army Aeromedical Laboratory and The Technical Cooperative Program, Huntsville, Alabama, December 1-3, 1999.

"Air Bag Induced Eye Injury: The Automotive Experience." Aerospace Medical Association 71st Annual Scientific Meeting, Houston, Texas, May 16, 2000.

"Operation Cutting Edge", Combat Trauma Skills Course, Lead Instructor. United States Air Force Reserve, 433 MDS, Lackland AFB, Texas, February 3-4, 2001.

"Understanding Mechanisms of Vehicle Crash Related Injury", South Central Texas Society of Gastroenterology Nurses and Associates Education Seminar, San Antonio, Texas, March 10, 2001.

Leadership Course in Regional Disaster Response and Trauma System Management, International Medical Education Team, United States Air Force Medical Service, San Salvador, El Salvador, September 10-15, 2001.

"Trauma, Critical Care and Para-Rescue Skills Course." International Medical Education Team, United States Air Force Medical Service, Institute for Global Health, Kathmandu, Nepal, August 19-23, 2002.

"Cutting Edge Training: Critical Resuscitation Skills for the Combat Medical Provider", Association of Military Surgeons of the United States, 105th Annual Conference, Louisville, Kentucky, November 14, 2002.

Leadership Course in Regional Disaster Response and Trauma System Management, Defense Institute for Medical Operations, United States Department of Defense.

Asmara, Eritrea, February 22-28, 2003
Hradec Kralove, Czech Republic, March 24-29, 2003

Pre-Hospital Trauma Life Support, Adjunct Faculty Instructor. US Army Airborne Task Force 44 Hospital, Camp Stronghold Freedom, Uzbekistan, July 28-30, 2003.

Critical Life-Saving Skills for First Responders, Defense Institute for Medical Operations, United States Department of Defense.

Kathmandu, Nepal, May 17-21, 2004
Mexico City, Mexico, September 20-24, 2004
Kigali, Rwanda, September 20-22, 2006

Forensic Investigation of Injuries, 2005 US Law Network Client Conference, New Orleans, Louisiana, March 11, 2005.

Blast Injury: Mechanism and Medical Management, International Emergency Preparedness and Response Research and Training Course, Cairo, Egypt, May 1-3, 2006.

Impact Biomechanics: Forensic Investigation of Injuries, School of Mechanical Engineering, Purdue University, West Lafayette, Indiana, November 20, 2006

PUBLICATIONS

Howard, R.P., Bowles, A.P., Guzman, H.M., Krenrich, S.W., "Head, Neck and Mandible Dynamics Generated by 'Whiplash'", Accident Analysis and Prevention, Vol. 30, No. 4, pp 525-534, 1998.

Bowles, A.P., "Air Bag Induced Eye Injury: The Automotive Experience", (Abstract), Aviation, Space and Environmental Medicine, Vol. 71, No. 3, pp 287-288, 2000.

Banks, R.; Martini, J; Smith, H.; Bowles, A.; McNish, T.; Howard, R. "Alignment of the Lumbar Vertebra in a Driving Posture", Crash Prevention and Injury Control. Vol. 2, Issue 2, August 2000.

"Air Bag Related Eye Injuries", Proceedings of the Technical Cooperative Program Workshop: Inflatable Restraints in Aviation, USAARL Report No. 2000-21, pp 35-40, August 2000.

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CONSULTANTS

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Alfred P. Bowles, II, MD

Biomechanics & Injury Causation Analysis

- Dr. Alfred Bowles has degrees in Medicine and Engineering and works in the field of biomechanics of injury. His consulting practice currently focuses on, but is not limited to, Product Liability and General Negligence issues involving injuries from vehicle crashes, industrial incidents, power tools, construction equipment, railroad incidents, workplace mishaps and other related issues.
- Dr. Bowles joined BRC in 1995 after completing his residency in general surgery. In addition, Dr. Bowles has continued to maintain a clinical practice in acute care and trauma medicine through community hospital practice and as a surgeon in the United States Air Force Reserve Medical Corps.

Certifications and Licenses

- Board Certified in General Surgery
- Medical License, State of Texas
- Medical License, State of Kansas

Education

- MD *Indiana University School of Medicine,* 1990
- BS Mechanical Engineering, *Purdue University,* 1986

Please click here for a detailed curriculum vitae

CONSULTANTS

C.E. "Ted" Bain, BEng, MD
Robert D. Banks, BEng, MD
James V. Benedict, PhD, MD
Alfred P. Bowles II, MD
Joseph M. Cormier, PhD, PE
James R. Funk, PhD, PE
Richard M. Harding, BSc, MB BS, PhD
Thomas M. McNish, MD, MPH
Amy L. Mumbower, MD
James H. Raddin Jr., MD, SM
William R. "Mike" Scott, PhD
Harry L. Smith, PhD, MD
Jeffrey Wirth, M.S., P.E.,

FEATURED PUBLICATIONS

- **Compressive Neck Injury and Its Relationship to Head Contact & Torso Motion During Vehicle Rollover**
- **Biomechanical Response Of The Human Face And Corresponding Biofidelity Of The FOCUS Headform.**
- **Evaluation Of Thoracic And Lumbar Accelerations Of Volunteers In Vertical And Horizontal Loading...**
- **Simulation Model For Low-Speed Bumper-To-Bumper Crashes.**

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Special Agent Stephen Moore
FBI Special Agent, Retired
Gmancasefile.steve@gmail.com
805-558-6000

Memorandum In Re: The Death of Arturo Gatti

July 29, 2011

My name is Stephen K. Moore and I a retired twenty five year veteran of the Federal Bureau of Investigation, United States Department of Justice. I have conducted and supervised investigations in the United States, Pakistan, Indonesia, and the Philippines.

I have reviewed the Police reports, witness statements and other voluminous materials that delineate the investigation into the death of Arturo Gatti. In support thereof I offer the following opinion.

The death of Arturo Gatti was murder.

The claims and allegations of Gatti's wife, Amanda, contravene physical evidence and human nature. Her statements and actions are consistently *inconsistent* with known facts.

If this crime were any more obvious, it would have left breadcrumbs leading to the murderer(s). The fact pattern is unassailable and provides more than enough physical, circumstantial and testimonial evidence to lead a reasonable person to conclude that Arturo Gatti was murdered. The case details are simple:

1. Millionaire athlete marries exotic dancer (with an iron-clad pre-nup).
2. Millionaire regrets marrying exotic dancer.
3. Exotic dancer finds out that millionaire is going to divorce her, taking his money with him.
4. Millionaire inexplicably "signs" a new will *not* drawn-up or approved by his own lawyers.
5. Will leaves everything to the exotic dancer & her family and disinherits his mother and his own young daughter.
6. Millionaire (in his 30s) dies under extremely suspicious circumstances less than a month later.

Arturo Gatti, a millionaire boxing champion, meets Amanda Rodrigues, an exotic dancer in a New Jersey "gentleman's club." Amanda is an underage lap dancer and Brazilian citizen in America illegally. Gatti, for reasons known only to him, falls in love with Amanda and they are married 45 days later in Las Vegas. Prior to the marriage, however, Gatti, (whose fortune is estimated at $6 million), has his attorney draw up an 'iron-clad' pre-nuptial agreement that denies her access to his fortune if they divorce.

Arturo and Amanda have a short, stormy marriage, during which police are frequently called, (once resulting in Amanda's arrest and deportation). The marriage effectively ends when Arturo separates from Amanda in January of 2009.

Arturo is very close to his family, and dotes on his son and daughter. His long-standing will names his mother, his children and his family as beneficiaries. In the approximate 18 months between his marriage to Amanda and their separation, he never changed his will. *After* the separation, when he had a new girlfriend, he changed his will to make his wife, from whom he is separated the sole beneficiary. He was dead less than 30 days later.

According to witnesses, Amanda makes death threats against Arturo, as well as attempts to withdraw money from Arturo's bank, sometimes posing as Arturo. Amanda begins sending money from Arturo's accounts to relatives and acquaintances in Brazil. In May, Arturo retains a divorce attorney. In June, Amanda finds out that Arturo is seeing another woman. Days later, Arturo allegedly "signs" a new will drawn-up by Amanda which disinherits his mother, his daughter, and his entire blood family—except the son which he had with Amanda. The beneficiaries are now Amanda and her family in America and Brazil.

Several weeks later, Amanda talks Arturo into a trip to Brazil. Nine days later, Arturo "commits suicide" in Brazil for unknown reasons. He has no history of depression. None of the physical evidence is consistent with a suicide. For instance, the strap with which he allegedly hung himself was found three feet away from his body. The autopsy findings were completely inconsistent with a hanging death.

Amanda is arrested for murder within hours. Numerous inconsistencies in the autopsy, as well as inexplicable Brazilian police actions, occur following the murder. The result is Amanda's release from jail and dropping of the murder charges against her.

In one cruel act, Arturo Gatti lost his life, and all that was most important to him---the well being of his mother, his children and his family.

This case screams to be opened, reopened and vigorously investigated. To do otherwise would let stand an injustice of monumental proportions.

END

STEPHEN K. MOORE

Special Agent, FBI (Retired)
1983 – 2008

Professional Experience

FBI: Advance/Investigative Elements team member/Deputy Commander;
Supervisory Special Agent
Rapid Deployment Team (RDT)

FBI: Assistant Legal Attache (GS-14)

FBI: Instructor, International Law Enforcement Academy (ILEA) and various law enforcement and counter-terrorism schools throughout Asia and the Caribbean.
Supervisory Special Agent

FBI Supervisory Special Agent (GS-14) ; Extra-Territorial (ET) Investigations

FBI Supervisory Special Agent (GS-14); Al Qaeda Investigations

FBI Special Agent, International Terrorism

Acting Supervisory Special Agent, Domestic terrorism Squad, 1999

Coordinator: White Supremacist Investigations, LA Field Office

1983–1986: FBI Special Agent, Salt Lake City Field Office

Airport Liaison Agent: SLC International Airport

Bank Robbery Investigations

Narcotics Investigations

White Supremacist Surveillance/Undercover, Coeur d'Alene, Sandpoint, ID

NOTABLE CASES:

Case Agent, Los angeles FBI; PENTTBOM (9/11 Attacks)

Case Agent, Bombing of the U.S. Consulate, Karachi, Pakistan
13 Dead, 51 Injured

Supervisor, Bombing of the JW Marriott Hotel, Jakarta, Indonesia
12 dead, 150 injured

Bombing of U.S. Servicemen, Zamboanga, Philippines
3 dead, 20 injured

Jewish Community Center Shooting, Granada Hills, CA
1 dead, 5 wounded

Federal Court Anthrax Threat;
First successful prosecution of Anthrax threat in the U.S.

Undercover Agent: Counter Intelligence matter (Classified), 1997

Awards

Cash Award for Olympic Torch Run Event; 1996
United States Attorney's Office Award for Excellence: 2001, 2002
United States Attorney's Office Award for Excellence: 2003
Outstanding Counterterrorism Investigation, FBI Los Angeles, 2001
Nomination: FBI Directors Award for Outstanding
Counterterrorism Investigation: 2001

Other Training:

FBI SWAT Certification/Team member 5 years
Nuclear Energy Search Team (NEST) Certified
FBI SWAT Sniper Certification
FBI Pilot-In-Command: Fixed-Wing and helicopter. 6,500 hours of flight time.

CERTIFICATIONS:

50-State CCW
California Assault Weapons Permit
Law Enforcement Firearms Instructor: NRA Certification

Dr. Stanley M. Zydlo, M.D., FACEP, MSFE
1745 Clover
Inverness, Illinois, 60067
Email: SMZ2@hotmail.com

1. My name is Stanley M. Zydlo, Jr., M.D., FACEP, MSFE and I am a Board certified Emergency Medical Physician licensed in the state of Illinois since 1960, or for 51 years.
2. In the course of my employment as a licensed medical doctor I have over the course of fifty (50) years examined and treated 25.000 patients with injuries consisting of the most minor and of course the most devastating type of injuries imaginable.
3. In addition to a medical degree I have Master's degree in forensic examination from Touro University in New York State.
4. I have also testified as an expert on at least 35 occasions.
5. In June of 2011, I was asked by private investigator Paul Ciolino of Chicago to review and give an expert opinion in the death of Arturo Gatti,
6. I was provided with Crime Scene photographs, police reports, interviews, and other relevant materials that address Mr. Gatti's death. After having carefully reviewed these documents it is my professional opinion that ***Arturo Gatti was the victim of a homicide by strangulation*** that occurred in Brazil on July 11, 2009.
7. I base that opinion on the following factors:

I have reviewed the photos and evaluated them in conjunction with statements and police reports regarding the cause of death of Mr. Gatti in Brazil.

I am aware there was no evidence of forced entry into the room where Mr. & Mrs. Gatti spent the night wherein his wife cried out for assistance and stating that her husband was dead at approximately 9:00 a.m. on July 11, 2009 .

The night clerk stated that he did recall Mr. Gatti walking into the front desk area of the hotel at 2-3 a.m. on 07/11/09 after he arrived by Taxi Cab. The hotel clerk did not notice any injury or bleeding on Mr. Gatti's head or any type of blood trail through the lobby's marble floor.

A scalp wound the length and apparent full thickness of his pictured wound would have been bleeding profusely and noticed by the desk clerk.

It is alleged that Mr. Gatti killed himself by ligature strangulation anchored above and somewhat behind his body by the stairway railing with a strap like cloth material that somehow broke and was found one meter in front of his body under the breakfast bar.

If he did hang himself the strangling strap would cut off not only his airway with over four pounds of pressure, but also venous and arterial blood supply to his head. To cut off arterial blood supply eleven pounds of pressure would have had to be applied.

This would not account for one, the occipital scalp laceration, and two the amount of blood under his head and flowing into the floor tile inter spaces several feet anterior to his head.

Finally, if Mr. Gatti did try to hang himself, how did he obtain the scalp wound? The type of scalp wound that is depicted in the crime scene and medical examiner photographs would more likely have caused him to become unconscious immediately upon sustaining an injury of that severity.

If he hung himself he would have fallen forward, not to his left side and under the stairwell. Yet there is no evidence of blood on the stair railing, staircase wall behind him, or any object on which to cause his head wound. Further, had he fallen sideways or to his left his head injury would have left blood evidence on the breakfast bar. Finally, it would be virtually impossible for his head to wind up under the breakfast bar as depicted in the photos.

Two blood smeared cloths were evident that someone did try to wipe blood from some source. Some source such as hands.

The neck ligature markings go deeply about his anterior neck, ear to ear with marked cyanotic skin above a band of pallor immediately below indicating prolonged cessation of blood flow in that area certainly enough to cause strangulation.

However, nothing explains his occipital laceration and apparent continued bleeding if he were initially hung and then fell. Photos reveal engorged facial and oral (tongue) venous tissue due to obstructed venous blood flow.

Lastly, photos reveal that Mr. Gatti displayed a pressure sore on his right heel indicating he did have continued blood flow to that area for a considerable time to create the pressure sore before his circulation was stopped.

Summary

It is my impression his head blow must have occurred before the strangulation making a suicidal death impossible. If he did have a head laceration and was conscious he most certainly would have blood on his hands. The photos show no blood on his hands. It is my opinion to a reasonable degree of certainly that an assailant, wife, or other person struck Mr. Gatti while he was next to the breakfast bar rendering him unconscious and bleeding then a strangulating piece of material as pictured was used to strangle him and was then carelessly dropped away from the body by the assailant.

CURRICULUM VITAE
OF
STANLEY MATHEW ZYDLO, MD, FACEP, MSFE

Address: 1745 Clover Drive
Palatine, Illinois 60067

Telephone: 847-934-1524

Place of Birth: Chicago, Illinois

Citizenship: United States of America

Marital Status: Married with Six (6) Children

FORMAL EDUCATION:

Touro College — Master's Degree
School of Health Sciences — Forensic Examination
Bay Shore, New York — September 2003
Master's Program
Forensic Science

Touro College — Semester I
School of Health Sciences — Fall 2001-2002
Bay Shore, New York
Master's Degree
Forensic Examination
- Research Methods
- Research Advisement
- Rules of Evidence
- Forensic Science

Touro College — Semester II
School of Health Sciences — Spring 2001-2002
Bay Shore, New York
Master's Degree
Forensic Examination
- Forensic Technology
- Law and Forensic Examination
- Research Advisement
- Statistics
- Computer Applications

Medicolegal Death Investigators' Course — April 3-7, 2003
St. Louis University - Missouri

Masters Ten Conference — July 21-24, 2003
For Advanced Death Investigation
St. Louis University - Missouri

Lewis University
College of Law — July 1977
Lisle, Illinois — to 1978

School of Aerospace Medicine — July to October 1961
Brooks Air Force Base, Texas (USAL)

Internship -
St. Francis Hospital — July 1960
Evanston, Illinois — to June 1961

Stritch School of Medicine
Loyola University — M.D.
Chicago, Illinois — 1956 to June 1960

Westminster College — B.A. - Sept. 1952 to
Fulton, Missouri — Diploma May 1956

FORMAL EDUCATION: (continued)

Missouri Military Academy — September 1948 to
Mexico, Missouri — Diploma May 1952

EDUCATION SPECIFIC TO MY FIELD OR SPECIALIZATION:

Basic Aviation Medical Examinars Seminar
F.A.A. – Oklahoma City, Oklahoma — June 13 – 17, 2005

Clinical Aerospace Physiology Review for A.M.E.
F.A.A. — May 2005

Aviation Med. Certification Standards and Procedures Training
F.A.A. – CAMI. — May 2005

Midwest Clinical Conference
Chicago, Illinois — March 23-24, 2005

American Heart Association – Ped. Adv. Life Support
Hoffman Estates, Illinois — Nov. 20-21, 2004

17th Annual Olive View-UCLA Conference on
Advances in Emergency Medicine and Primary Care plus
Interactive Approach to ECG's
Chicago, Illinois — July 17-18, 2004

Emerging Infectious Diseases-Survey of Bioterrorist Agents
Chicago Medical Society
Chicago, Illinois — Feb. 17, 2004

16th Annual Olive View-UCLA Advances in Emergency Medicine and
Primary Care: Infectious Disease and Critical Care
Chicago, Illinois — July 19-20, 2003

On Our Watch: Preparing for Overcrowding and
Bioterrorism in the Emergency Department
Illinois ACEP
Chicago, Illinois — June 10, 2003

High Risk-Acute Care: The Failure to Diagnose — November 2001

Evidence Research — Nov. 2001
- Historical Development of Forensic Sciences
- The Role of the Forensic Laboratory
- Forensic Psychiatry
- Scientific Evidence in Court
- Legal Medicine and Jurisprudence
- Forensic Toxicology
- Questioned Documents
- Bloodstain Pattern Interpretation
- Serology and DNA Typing
- Forensic Odontology
- The Scope of Forensic Anthropology

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"When Terrorism Strikes are You Prepared?" — Oct. 18, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Name That Cranial Nerve" — Oct. 18, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Diabetic Emergencies" — Oct. 18, 2001

EDUCATION SPECIFIC TO MY FIELD OF SPECIALIZATION: (continued)

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Making the Correct Diagnosis" — Oct. 18, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Master Clinician Exam of Heart" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Assessing Capacity of ED Patient" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Myth and Practice in Toxicology" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Headache" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Shock Tox" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Acute Low Back Pain" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Misdiagnosis of Chest Pain" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"RSI: What Every Physician Must Know" — Oct. 17, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"New Cardiac Drugs" — Oct. 16, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Acute Upper Airway Obstruction" — Oct. 16, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"Pelvic Ultrasound" — Oct. 16, 2001

ACEP Scientific Assembly, Navy Pier, Chicago, Illinois
"How to Read a Head CT" — Oct. 16, 2001

Masters of Pediatric Emergency Medicine, Chicago, Illinois, ACEP — May 5-6, 2001
- The Critical Infant
- Conscious Sedation and Analgesia
- Medical/Legal Issues (Luncheon Program)
- Toxicology
- Airway Management
- Respiratory Emergencies
- Current Approach to Pediatric Fever and AAP/ACCPR Fever UTI Guidelines
- Hematology/Oncology
- Pediatric Orthopedic Emergencies
- Head Trauma

ACFE Workshop, Las Vegas, Nevada, by: Alan Clark, M.D.
"Child Abuse" — October 26, 2000

ACFE Workshop, Las Vegas, Nevada,
by: D. Schroeder, M.D. and G.W. Jay, M.D.
"Acute and Chronic Pain Management in the New Millennium - Pain Control in Adults" — October 26, 2000

EDUCATION SPECIFIC TO MY FIELD OF SPECIALIZATION: (continued)

ACFE Workshop, Las Vegas, Nevada, by: G.W. Jay, M.D.
"Pediatric Pain Control" October 26, 2000

ACFE Workshop, Las Vegas, Nevada, by: T.A. Gionis, MD, MBA
"Forensic Examination and Physical Capacity Assessment (PCA)
in the Management of Low Back Injuries and Low Back Pain" October 26, 2000

ACFE Workshop, Las Vegas, Nevada, by: Cheryl LaPozzi, MS, BSN, RN
"Who's Shooting Who?" October 25, 2000

ACFE Workshop, Las Vegas, Nevada, by :Dennis R. Andrews, MS
"Low Speed, Rear-Impact Analysis" October 25, 2000

ACFE Workshop, Las Vegas, Nevada, by: Henry C. Lee, PhD
" Trace Evidence" October 25, 2000

ACFE Workshop, Las Vegas, Nevada, by: Henry C. Lee, PhD
"Advances in Forensic Science" October 25, 2000

ACFE Workshop, Las Vegas, Nevada, by: Donald Heibels, PhD
"In the Best Interest of the Child: A Social Psychologic
Analysis of the Legal/Evaluator Process on Families
Embroiled in Divorce and Custody Battles October 24, 2000

ACFE Workshop, Las Vegas, Nevada, by: A. Dollinger, M.D.
"Principles and Practice of Forensic Medicine Applied to Civil Cases" October 24, 2000

ACFE Workshop, Las Vegas, Nevada, by: D. Rigle, Henry Lee and
A. Dollinger, M.D.s
"Overview of Forensic Medicine" October 24, 2000

ABIME Certification Review Program, Chicago, Illinois April 1-2, 2000
- Disability Medicine and the Law
- Basic overview of Workers' Compensation Law and other disability compensation systems in the U.S.
- Medicolegal considerations for Independent Medical Examiners
- How to swim in deep waters with big sharks and not be eaten alive
- AMA Guides to the Evaluation of Permanent Impairment
- Key concepts and philosophy
- Spine impairment rating
- Nervous system
- Hand, upper extremity and peripheral nerves impairment rating
- Lower extremity impairment rating
- Cardiopulmonary impairment rating
- Impairment ratings of other systems
- Chronic pain and psychiatric impairment evaluations
- Basic statistics, epidemiology, toxicology and other general coverage of the exam

Medicolegal Death Investigator Training Course, Hyatt Regency, April 3-7, 2000
Illinois Room
- Role of the Medical Examiner/Coroner
- Role of the Investigator
- Mass Casualty Incidents
- Forensic Odontology
- Forensic Anthropology
- Forensic Toxicology
- Identification Techniques
- Gunshot Wound Fatalities
- Explosion-Related Deaths
- Fire, Electrocution and Lightning Deaths
- Motor Vehicle, Drowning and Environmental Deaths
- Computerization of Medicolegal Data

EDUCATION SPECIFIC TO MY FIELD OF SPECIALIZATION: (continued)

Why, Suicide?
Death Investigation Laws and Organ/Tissue Procurement
Blunt Trauma Fatalities
Fatal Head Trauma
Death Scene Investigation
The Role of the Crime Scene Investigator
The Role of the Homicide Detective
Serial Murder Investigation
The Capability of a Crime Laboratory
Blood Spatter Interpretation (Part 1)
Notification of Next of Kin
Blood Spatter Interpretation (Part 2)
Sudden, Unexpected Deaths
Deaths in Police Custody
Asphyxia Deaths
The Role of the Trauma Surgeon in the Process
Estimation of Time of Death
Cutting and Stabbing Fatalities
Sudden Infant Death Syndrome
Are You SURE It Is a Natural Death?

21st Advances in Trauma – American College of Surgeons, Region V11
Kansas City, Missouri — Dec. 11-12, 1998

American College of Emergency Physicians - Clinical Forum
Chicago, Illinois — Mar. 29-31, 1998

Cardiac Markers: Much Ado About Nothing
Common Myths and Errors in Medical Toxicology
Drugs of Abuse: What's New on the Streets?
The New Overdoses: Prescription and Non-Prescription Drugs.
Ultrasound in the Emergency Department
Infectious Exposures in the Workplace: How to Protect Yourself and Your Co-Workers.
Pediatric Sedation and Analgesia
Trauma Call Studies: The Obstetric Patient: What Can We Manage? What Should We Triage Away?
Name That Rash: Dermatology Workshop
Pulmonary Disorders: Non-Invasive Ventilation - Saving a Life Without Intubation
Orthopedic Disorders: Cost Effective Approach to Back Pain, Pitfalls in Diagnosis and Management of Orthopedic Trauma
Neurologic Disorders: Brain Attack - The Golden Hour of Stroke Management
Cardiovascular - Could These New Cardiac Drugs Change Your Practice?
Serum Markers for Ischemia - What's New in Cardiology?
Current literature review
Infectious Disease: Antibiotic Therapy - What's New?
Travel Related Infectious Diseases

Refresher Course for Practicing Clinicians -
Cardiac Arrhythmias, Loyola University,
Chicago, Illinois — February 7, 1998

The Biomechanics of Impact and Occupant Protection:
Understanding the Limits of Human Tolerance
Chicago, Illinois — February 12-14, 1998

The Biomechanics of Cervical Spine Injury and Implications
For Injury Prevention
Chicago, Illinois — February 12-14, 1998

Cervical Spine Injury Mechanisms
Chicago, Illinois — February 12-14, 1998

EDUCATION SPECIFIC TO MY FIELD OF SPECIALIZATION: (continued)

American College of Emergency Physicians -
Clinical Forum, Chicago, Illinois — Mar. 29-30, 1998

Board Review Course in Emergency Medicine
Las Vegas, Nevada — October 1997

Advanced Topics in:
Impairment and Disability Evaluations Course,
American College of Occupational and Environmental Medicine — Feb. 16-17, 1997

Advanced Trauma Life Support Course -
Committee on Trauma, American College of Surgeons,
Chicago, Illinois — Jan. 24-25, 1997

1997 NAEMSP Annual Meeting and Specialty Workshops -
National Association of Emergency Medicine Physicians,
Naples, Florida — Jan. 9-11, 1997

1996 ACEP Scientific Assembly -
American College of Emergency Physicians,
New Orleans, Louisiana — Sept. 8-11, 1996

American Heart Association -
ACLS Provider — Nov. 20, 1994

American Heart Association -
BLS Provider — Nov. 20, 1994

Advanced Pediatric Life Support Course
Northwest Community Hospital
Arlington Heights, Illinois — June 8-9, 1990

Issues in Reperfusion in the 90's
Fort Lauderdale, Florida — June 1-3, 1990

- Update on Clinical Trials in Thrombolytic Therapy: Their Significance to the Emergency Physician
- Evaluation Criteria for Thrombolytic Agents
- New Indications and Future Uses for Thrombolytic Agents
- Diagnosis of Acute MI: An ECG Challenge
- Effective Implementation of Thrombolytic Agents in Your Emergency Department
- Patient Selection/Complications: A Case-Study Approach

American Heart Association -
BLS Instructor/Trainer Renewal — Mar. 17, 1990

Advanced Trauma Life Support Instructor Course
Milwaukee, Wisconsin — May 1983

Advanced Trauma Life Support
Milwaukee, Wisconsin — August 1981

Comprehensive Review of Emergency Medicine
Chicago, Illinois — December 1979

Scientific Assembly ACEP
Atlanta, Georgia — October 1979

National EMT Convention
Denver, Colorado — April 1979

EDUCATION SPECIFIC TO MY FIELD OF SPECIALIZATION: (continued)

National EMS Evaluation Symposium
Seattle, Washington — 1978

Fourth Illinois Combined Assembly
Chicago, Illinois — 1978

Advanced Cardiac Life Support Instructor Course — 1977

ACEP, Authorized by AMA as an Accrediting Organization — 1977

ACEP Symposium in the Sun
Arizona — 1976

ACEP EDNA - Panoply of Emergency Care
Chicago, Illinois — 1976

American Board of Emergency Medicine founded — 1976

Advanced Cardiac Life Support
Chicago Heart Association — July 1976

Scientific Assembly, EDNA/ACEP
Washington, D.C. — 1974

EMS System Design and Implementation Seminar
Illinois EMS — December 1974

Eighteenth Annual Postgraduate Course on Fractures and Other Trauma
Chicago Commission on Trauma, ACS, "Training of Paramedical Personnel in Emergency Trauma Care" — May 1974

Emergency Medicine Foundation,
Cost Containment Program to lower number of tests ordered by Emergency Medicine Physicians
Pontiac Plan
Alexandria Plan — 1972

PROFESSIONAL EXPERIENCE:

Emergency Medicine,
Chicago and Suburbs — 1969 to 2005

Regional Director
Medical Emergency Services Associates (MESA)/EMCARE
Rolling Meadows, Illinois — 1996 to 1997

Preceptor
Emergency Residents Level — 1980 to 1982

Chairman of the Board
Medical Emergency Services Associated (MESA)
Rolling Meadows, Illinois — 1978 to 1996

Participating Contributor to Development
of Board Examination for ACEP and
Test Proctor — 1978 to 1979

Illinois College of Emergency Physicians,
Member - Board of Directors — 1974 to 1975

President
Medical Emergency Services Associated (MESA)
Rolling Meadows, Illinois — 1973 to 1978

Chief, Emergency Medicine
Northwest Community Hospital
Arlington Heights, Illinois — 1972 to 1997

PROFESSIONAL EXPERIENCE (continued):

Originator EMS/MICU Multicommunity System Arlington Heights, Illinois Project Medical Director	1972 to 1997
Originator and Developer of First Midwest Multicommunity EMS/MICU System Founder	1972
Chairman Illinois College of Emergency Medicine Chicago, Illinois	January 1971 to January 1972
Medical Emergency Services Associates (MESA) Rolling Meadows, Illinois	1969 to 1997
Walter Lawson Home for Children - Medical Director Loves Park, Illinois	1969 to 1975
Founder - Medical Director Vernon Manor Home for Retarded Children Wabash, Indiana	1968 to 1975
Federal Aviation Agency (FAA) Aviation Medical Examiner	1965 to 1979
Commander 520th Medical Suc. Fort Grissom Air Force Base, Indiana	1964 to 1973
Private General Practice Wabash, Indiana	1963 to 1969
Flight Surgeon, USAF (SAC) Blytheville Air Force Base, Arkansas and Elsewhere	1961 to 1963

LICENSURE AND CERTIFICATION:

Fellow Status in the American College of Emergency Physicians	June 3, 1998
Recertified as Diplomat of the American Board of Emergency Medicine	December 17, 1997 to December 2007
Diplomat, Board Certified Forensic Examiner, "B.C.F.E."	August 25, 1995
Diplomat, of the American Board of Forensic Medicine	September 30, 1994
Granted Fellowship Status, American College of Emergency Physicians, earned title, "F.A.C.E.P."	September 28, 1988
Diplomat, American Board of Emergency Medicine	June 3, 1988
U.S.A. Federal Aviation Agency, Certificate of Medical Training, Aviation Medicine	June 28, 1968
U.S.A. Federal Aviation Agency, Certificate of Medical Training, Aviation Medicine	September 17, 1966
U.S.A. Federal Aviation Agency, Certificate of Designation, Class II and Class III Aviation Medical Examiner	1966

M.D. ---	Colorado #24561 Illinois #036-037628 Indiana #020281 Wyoming #1956A
CPR Instructor/Trainer	Illinois
ACLS Instructor/Trainer	Illinois
ATLS Instructor	Wisconsin

PUBLICATIONS/PRODUCTIONS:

Chapter Contributor, National Association of EMS Physicians, "Medical Directors' Handbook - Second Edition", August 1993

Contributing Editor, The American Medical Association Family Medical Guide, June 1991

Medical Editor - "American Medical Association - Hand Book on First Aid and Emergency Care", to be published June 1990, by Random House

Published Chapter on "Diversions and Bypass", in National Association of E.M.S. Physicians, E.M.S. Medical Directors' Handbook, 1989, C.V. Mosby Company

Participant - Chief Medical Consultant to Mike Ditka, "Straight from the Heart", Video on Heart Disease, Its Prevention and Emergency Care, 1989, Passport Communications, Inc.

Article - "E.M.S. Solutions", Chief Fire Executive magazine, August/September 1988

Chief Medical Consultant - "Emergency Action" video, 1987, (Activideo)

Contributor - American Medical Association, "Home Health Guide", 1981

Medical Advisor - American Medical Association, "Handbook of First Aid and Emergency Care", 1980

Article - "Suit for All Seasons", Emergency Product News, 1978

Co-Editor, American Medical Association, "First Aid Guide", 1971

Article - "Wound Healing", Annals of Surgery, 1960

MEMBERSHIPS/AWARDS/HONORS/COMMENDATIONS/ACCOMPLISHMENTS:

November 2002	Speaker/Honored guest Northwest Community Emergency Medical Services System 30th Anniversary Dinner/Dance
January 2001	"Sincere Appreciation" Award for Invaluable Support and Dedicated Effort in Shaping "The Gold Standards of Excellence" in the Ambulance Industry, by the Commission Accreditation of Ambulance Services
September 22, 2000	"Father of EMS" Awarded by the Save A Life Foundation, at its Annual Awards Dinner Dance
August 27, 1999	Evaluator/Faculty Member: Illinois College of Emergency Physicians, Oral Board Review Course, Chicago O'Hare Marriott, Chicago, Illinois
January 26, 1998	Recognition for 25 Years of Dedicated Service to Paramedic Program and Pioneering in Pre-Hospital Emergency Care by Village of Barrington, Illinois
December 9, 1997	Resolution of Appreciation for Dedication of Service to Village EMS and Fire Service by Village of Inverness, Illinois
November 1997	Dedication of the Stanley M. Zydlo, Jr., M.D. Fire Station and Resolution of Appreciation and Dedication to EMS and Fire Service by Village of Palatine, Illinois
November 14, 1997	Named "Honorary Chief", by Rolling Meadows Fire Department, Rolling Meadows, Illinois, for work in EMS and the Fire Service
November 13-14, 1997	Principal Speaker - 25th Anniversary of the Northwest Community EMS System, Arlington Heights, Illinois
November 13, 1997	Award of Recognition for Pioneering Creative Vision for the Northwest Community EMS System, and 25 Years of Personal Commitment to Emergency Care, by Arlington Heights Fire Department, Arlington Heights, Illinois
1983 to 1997	Chairman, Illinois Project Medical Directors' Consortium
1971 to Present	Chicago and Cook County Medical Society

MEMBERSHIPS/AWARDS/HONORS/COMMENDATIONS/ACCOMPLISHMENTS: (continued)

1969 to Present	Illinois State Medical Society
1963 to Present	American Medical Association
1963 to Present	Aerospace Medical Association, Space Medicine Branch
September 1994	Award, American College of Emergency Physicians' National EMS Award, for Outstanding Lifelong Contributions to EMS
May 16, 1994	Founding Member and Fellow, American Academy of Emergency Medicine
May 23, 1993	Award, Polish National Alliance, Chicago, Illinois, for "Foresight and Vision in Establishing the First Paramedic Services.....Has Improved the Quality of Life for All of Us"
September 1993	Alumni Achievement Award, Westminster College, Fulton, Missouri, for "Noteworthy Achievement in His Chosen Field"
October 3, 1993	Polish American Congress, Chicago, Illinois, "Heritage Award"
May 5, 1992	Nominee, "Humanitarian of the Year", Metropolitan Chicago Healthcare Council
June 1992	Ronald D. Stewart Award, for "Contributions to Excellence in Emergency Pre-Hospital Care", National Association of EMS Physicians, Pittsburgh, Pennsylvania
1992	Advisory Committee Member, School District 21, Re: Policies on Students and Employees with Infectious Illnesses (AIDS)
February 11, 1989	Distinguished Service Award, "For Service to His Profession, Community, Nation and Humanity.....", Missouri Military Academy, Mexico, Missouri
September 21, 1989	Illinois Department of Public Health, Division of Emergency Medical Services and Highway Safety, Springfield, Illinois, Meritorious Service Award for "Outstanding Performance of Emergency Medical Services", by Lt. Governor James Edgar
1988 to 1989	Member, Disaster Preparedness Committee and Hospitals' Committee of the Emergency Medical Services Commission of Metropolitan Chicago, Chicago, IL
April 28, 1987	Elected - Illinois Park Commissioner, Park District of Inverness
May 18, 1985	Recipient - Illinois Chapter, American College of Emergency Medicine, "Bill B. Smiley Award, for Meritorious Service for Pioneering Service in E.M.S. and Training and Effective Use of Paramedics in the E.M.S. System"
April 9, 1984	Selected Membership, Space Medicine Branch, Aerospace Medical Association
1983	Flight Surgeon of the Year, USAF (SAC)
1979 to 1982	Chicago Heart Association, EMS Committee
1965 to 1978	American Academy of General Practice
1976	"Hats Off" Award, Chicago Hospital Council, for Contributions Made in Behalf of Patients
1974	Presenter, First National American Medical Association National Meeting, Section on Emergency Medicine, Chicago, Illinois
1971	Charter Member - Illinois Chapter, American College of Emergency Physicians
October 1970	Charter Member - ACEP National
1963 to 1970	Indiana State Medical Society

1963 to 1969	Wabash County Medical Society
August 30, 1958	Loyola University Medical Center, Surgeon General's Fellowship Award for 1958-59

APPOINTMENTS:

2001 to 2003	Consultant - Chicago Fire Department, Chicago, Illinois
January 1, 1996	Diplomat - American Board of Forensic Examiners
1995	Member - American Board of Forensic Examiners
1984 to 1995	Chairman - Project Medical Directors' Consortium, City of Chicago, EMS System, Chicago, Illinois
January 1994	Elected to Board of Directors - Illinois Chapter, American College of Emergency Physicians
April 1993	Elected - Inverness Park District Commissioner
March 28, 1992	Chairman - "Days of Trauma", Chicago Committee on Trauma , American College of Surgeons meeting, Chicago, Illinois
1971-1972	Member - Indiana Health Facilities Council, representing the medical profession
1971	Co-Chairman - First Annual Meeting, Illinois College of Emergency Physicians, Chicago, Illinois
October 1989 to March 1995	Chairman - Chicago Fire Department E.M.S. Medical Directors Committee
1988 to 1989	Member - Emergency Medical Services Commission of Metropolitan Chicago, Disaster Preparedness Committee
1988 to 1989	Member - Emergency Medical Services Commission of Metropolitan Chicago, Hospitals' Committee
1986 to 1988	Member - Chicago Medical Society, Health Care Delivery Committee
July 1986 - 1987	Chairman - Chicago Fire Department, E.M.S. Oversight Committee
September 1983 to September 1984	Member - Emergency Care Committee, Chicago Heart Association

PRESENTATIONS/LECTURES:

December 13, 1999	Presenter - Bristol Kendal EMS on "Evaluation and Care of Multiple Victim Trauma"
September 26, 1999	Presenter - Fox Valley EMS, "Trauma Trends '99 and Self Care - Emergency Airway, Hypovolemia, Acute Spinal Injury Care, and Simplified Evaluation and Treatment of Tachyarrhythmias", representing Rush Copley Hospital
April 23, 1999	Presenter - The Fifteenth Annual EMS '99, Heading Toward the Future for Emergency Medical Services Systems, "The Way We Were - A History of EMS", Lake Lawn Lodge, Delavan, Wisconsin
July 16, 1998	Lecture, "Soft Symptoms of Non-Myocardial Chest Pain", Community Hospital, Munster, Indiana
October 4, 1996	Lecture, "Medical Diagnosis and Treatment", Oakbrook Hills Hotel, Oakbrook, Illinois, WRAMSCO TPA Audit Presentation
October 3, 1996	Lecture, "Brain Attack", Mount Prospect Senior Center, Mount Prospect, Illinois
September 30, 1996	Lecture, "Introduction to EMS", EMT-Paramedic Class, Northwest Community Hospital, Arlington Heights, Illinois

PRESENTATIONS/LECTURES: (continued)

September 27, 1996	Mock Disaster, Hersey High School, Arlington Heights, Illinois
September 16, 1996	Lecture, "Brain Attack" and "Update on Electrical Injuries", Barrington, Illinois
August 9, 1996	Lecture, "School Nurse as a First Responder", Illinois School Nurse Symposium, Drake Hotel, Chicago, Illinois
October 18, 25, 1994	Lecture, "The Future of Emergency Health Care", Rosemont, Illinois
January 24, 25, 1994	Lecture, "Current Concepts of Chest Pain in Myocardial Infarction", Barrington, Illinois
December 7, 1993	Lecture, "Customer Satisfaction", Northern Illinois Medical Center, McHenry, Illinois
December 2, 1993	Lecture, "Practical Approaches in Dealing with Violence in the Emergency Department", St. Elizabeth's Hospital, Chicago, Illinois
October 2, 1993	Lecture, "Emergency Resuscitation and Pre and Post-Anaesthesia Care", and Actual Emergency Care (On-Hands) of Patients in 'Micro Hospital', Samarkand Uzbekistan
September 29, 1993	Lecture, "Emergency Medicine and Medical Education in the United States", Second World Health Conference, Samarkand, Uzbekistan
June 15, 1993	Lecture, "Legalities of EMS", Southern Wisconsin EMS, Mercy Hospital, Janesville, Wisconsin
May 19, 1993	Lecture, "Teenage Alcohol Abuse", Rolling Meadows High School, Rolling Meadows, Illinois
May 1993	Lecture, "Drinking - Its Effects on Your Life", SADD (Students Against Drunk Driving), Rolling Meadows High School, Rolling Meadows, Illinois
March 5, 1993	Lecture, "EMS, the Past Twenty Years", Paramedic Coordinator Seminar, Good Samaritan Emergency Medical Services System, Addison, Illinois
March 5, 1993	Lecture, "Past, Present and Future of EMS", Pre-Hospital Care Providers of Illinois, Glenview, Illinois
November 7, 1992	Keynote Speaker, Ninth Annual EMS Exposition, Valparaiso, Indiana
November 1992	Panel Member, "Economic Crisis in Trauma Care II", Cook County Hospital, Chicago, Illinois
September 12, 1992	Lecture, "Rapid Trauma Assessment", Disaster Preparedness Seminar, Rock Valley College
July 7, 1992	Lecture, "Medical Laws", Base Station Course, Chicago EMS System, Chicago, Illinois
September 9-12, 1991	Lecture, "Emergency Services - United States of America", First World Health Conference, Moscow, Russia
August 1991	Lecture, "Emergency Care in the Northwest Suburbs", Rotary Club, Arlington Heights, Illinois
May 29, 1991	Lecture, "The Start of EMS in the Fire Service", International Association of Firefighters Conference, Doral Country Club, Miami, Florida
May 15, 1991	Lecture, "Drinking and Driving", Operation Prom Night '91, Maine West High School, Des Plaines, Illinois
April 1991	Keynote Speaker, "Cervical Spine Injuries", ISSRT, District 9, Radiologic Technologists Meeting
April 21, 1991	Lecture, "Priorities: Management of Multi-System Injured Patients with Severe Facial Trauma", Facial Injury Management, State of the Art International Symposium, Chicago, Illinois
March 21, 1991	Lecture, "Emergency Services: A Fresh Approach for the 90's", Northwest Community Hospital Auxiliary Spring Meeting, Arlington Heights, Illinois

PRESENTATIONS/LECTURES: (continued)

October 19, 1990	Lecture, "Realities of 'Load and Go' Versus Limited Stabilization", EMS Symposium 90, Elmhurst, Illinois
June 4, 1990	CPR for Medical Staff, Northwest Community Hospital, Arlington Heights, Illinois
November 1989	"Soft Tissue and Wound Care", Trauma Nurse Specialist Course, Northwest Community Hospital, Arlington Heights, Illinois
October 12, 1989	Northwest Community EMS Paramedic Training Program, Behavioral Emergencies (4 hours)
September 29, 1989	Eighteenth Annual trauma and Critical Care Symposium, Chicago, Illinois, a Mock trial, "Defend Yourself" (2-1/2 hours)
September 28, 1989	Northwest Community EMS Paramedic Training Program, Cardiac Dysrhythmias (4 hours)
September 18, 1989	Northwest Community Hospital, Arlington Heights, Illinois, Paramedic Training Program, "Respiratory System Management"
September 4, 1989	Northwest Community Hospital, Arlington Heights, Illinois, Paramedic Training Program, "Introduction - Law - Responsibilities"
August 3, 1989	National Symposium for School Nurses, Chicago, Illinois, "First Responder in the School Setting: Emergency Assessment Techniques" (1 hour)
July 19, 1989	Pre-Hospital Care Providers of Illinois, Disaster Expo, "Pulses in the News"
June 1989	National Association of EMS Physicians, San Francisco, California, "Medical Control vs. Budget Control - Who Has the Final Word?"
June 1989	Buffalo Grove High School, Buffalo Grove, Illinois, SADD Assembly, "Drinking and Driving - End Results"
March 2, 1989	Pediatric Asthma Seminar, "Asthmatic Emergencies", Northwest Community Hospital, Arlington Heights, Illinois
November 10, 1988	Fourth Annual Neurotrauma Seminar, Rockford, Illinois, "Pitfalls in Neurotrauma" (1 hour)
October 14, 1988	Illinois Chapter, American College of Emergency Physicians, 1988 Written Board Review Course, "Medical-Legal Issues" (1 hour)
October 7, 1988	School Nurses of Hamilton County (Inc.) Ohio, "90-Second Assessment of Injuries in the School Setting" (2-1/4 hours)
May 7, 1988	National Education for Pediatric Nurses, "Rapid Assessment" (1 hour)
May 1988	Children's Memorial Hospital, Chicago, Illinois, "Pediatric Nursing Care" (1 hour)
February 19, 1988	Illinois Chapter, Patient Representatives
1987	Illinois Chapter, ACEP, Written Board Review Course, Itasca, Illinois, "Medico-Legal" (1 hour)
1987	St. Joseph's Hospital, Belvedere, Illinois, "Update on AIDS and AIDS Risk Factors in EMS" (1 hour)
December 10, 1987	Northwest Community Hospital, Medical Staff, CPR Update
December 3, 1987	Northwest Community Hospital, Medical Staff, CPR Update
November 16, 1987	Northwest Community Hospital, Internal Medicine Department, "Cobra Law Update"
November 12, 1987	Third Annual Neuro/Trauma Seminar, Rockford, Illinois, "Out in the Boonies; Over the River and Through the Woods, to Whose House and Why?" (1-1/2 hours)
October 17, 1987	Upper Peninsula E.M.S., Marquette, Michigan, "Excellence in EMS - Feel Fast, Think and Act" (5-1/2 hours)

PRESENTATIONS/LECTURES: (continued)

October 15, 1987	Phi Delta Kappa, Arlington Heights, Illinois, "AIDS and How it is Impacting the Public Schools" (1 hour)
October 10, 1987	Fire Expo, Kankakee, Illinois, "Changes in EMS in Illinois" (45 minutes)
September 30, 1987	Buffalo Grove High School, Buffalo Grove, Illinois, "Medical Emergencies in the Classroom" (1 hour)
September 1987	Second Annual National Gerontologic Nursing Association, Chicago, Illinois
July 1987	Lecture, "Physical Assessment of Emergency Patient", National Association of School Nurses Annual Conference
June 29, 1987	National Association of School Nurses, Chicago, Illinois, "90-Second Assessment of Injuries in the School Setting" (2 hours)
September 20, 1986	Illinois Association of School Nurses, Triton College, River Grove, Illinois, "Emergencies in School Health" (1 hour)
July 31, 1986	National Association of School Nurses National Symposium, Chicago, Illinois, "First Responder in the School Setting: 90-Second Appraisal of Injuries"
May 1, 1986	University of Chicago Medical Center, EMS Seminar Panelist, Chicago, Illinois (3 hours)
April 4, 1986	American Association of Critical Care Nurses, Twelfth Annual Midwest Conference, "Poisoning and Overdose" (1-1/2 hours)
April 3-10, 1986	Northwest Community Hospital, Arlington Heights, Illinois, Medical Staff, CPR Update (2 hours)
February 23, 1986	Illinois Chapter, ACEP, Winter Symposium - 1986, "What Technical and/or Medical Advances in Pre-Hospital Care Might We See Implemented in the Near Future?" (1 hour)
December 4, 1985	Northern Illinois College, Health Nurses, "Emergency Treatment of Head and Neck Injuries, Heart Attack, TIA/CVA, Orthopaedic Injuries, Anaphylaxis and Acute Abdominal Pain", Harper College, Palatine, Illinois
December 1985	Northern Illinois College, Health Nurses Association Meeting, Harper College, Palatine, Illinois, "Back to Basics" (1 hour)
November 23, 1985	Trauma: The Critical First Four Hours, "Pre-Hospital Care of the Trauma Patient" (1 hour)
October 26, 1985	Fifth Annual EMS Symposium, Des Moines, Iowa
July 31, 1985	Northwest Community Hospital, Arlington Heights, Illinois, Update on Emergency Medicine (1 hour)
July 1985	Pre-Hospital Care Providers of Illinois, Disaster Expo, Bloomington, Illinois, "Pulses in the News" (1 hour)
May 1985	Keynote Speaker, Fourth Annual CPR Education and Awards Ceremony, Heart Association of Northern Cook County, Chicago, Illinois
May 19, 1985	Eleventh Annual Illinois Combined Scientific Assembly, Chicago, Illinois, "EMS, Is it a Failed System?"
May 16, 1985	Heart Association of Northern Cook County, CPR Educational and Awards Ceremony, Northbrook, Illinois, "Newer Concepts in EMS"
April 11, 1985	Chicago Mobile Intensive Care Program, First Annual EMS Sound off, Chicago, Illinois (2 hours)
March 1, 1985	Midwest Clinical Conference, Chicago Medical Society, Chicago, Illinois
November 17, 1984	University of Illinois, College of Medicine, Rockford, Illinois, "Medicolegal Implications for Emergency Medical Care" (1 hour)
November 8, 1984	Northwest Community Hospital, Arlington Heights, Illinois, Trauma Nurse Specialist Course, "Maxillofacial Injuries/Soft Tissue Injuries"

PRESENTATIONS/LECTURES: (continue

October 9, 1984	Northwest Community Hospital, Arlington Heights, Illinois, Paramedic Training Program, "Mental Health"
September 27, 1984	Northwest Community Hospital, Arlington Heights, Illinois, Paramedic Training Program, "Diabetic Emergencies"
September 13, 1984	Northwest Community Hospital, Arlington Heights, Illinois, Paramedic Training Program, "Fluids/Lytes - Hydration Disorders"
September 20, 1984	Northwest Community Hospital, Arlington Heights, Illinois, Paramedic Training Program, "Reading/Understanding EKGs"
August 11, 1984	Northwest Community Hospital - Wisconsin, "An Abbey Weekend"
June 18, 1984	Northwest Community Hospital, Arlington Heights, Illinois, Windpipers Lecture, "Over-the-Counter Medications" (1 hour)
June 1983	Second Annual Emergency Care Conference, Cedar Rapids, Iowa, "Legal Issues - A Practical Approach"
May 1983	Second Annual Emergency Care Conference, Methodist Hospital, Madison, Wisconsin, "Free-Standing Urgent Care Centers"
April 1983	Northwest Community Hospital, Arlington Heights, Illinois, Medical Staff C.M.E., "Current Concepts in Emergency Medicine"
February 1983	Regional Emergency Medical Services Seminar, Merrillville, Indiana, "Legal Aspects of EMS" and "Medical Control in EMS"
November 1982	Illinois Emergency Department Nurses Association, Hinsdale, Illinois, "A to Z of EKGs"
October 1982	Columbus-Cuneo EMS Seminar, Chicago, Illinois, "Physical Assessment of the Trauma Victim"
September 1982	Indiana Conference on Emergency Medical Services, Indianapolis, Indiana, "Medical Control: Implications for EMS"
September 1982	Trauma Symposium - Medical and Legal Aspects of Pre-Hospital Emergency Care, St. Anthony's Hospital, St. Louis, Missouri, "History of EMS - Where We Are, Where Do We Go?" and "Management of Life-Threatening Injuries"
June 1982	EMS Systems - Orange County Office of EMS, Irvine, California, "Communications - Medical Control" and "Evaluation -Pre-Hospital Care"
April 1982	Advances in Emergency and Cardiovascular Critical Care Conference, Methodist Hospital, Madison, Wisconsin, "Anti-Shock Trousers Panel", "Clinical Clues in Assessment", and "Field Priorities - Military Triage"
April - May 1982	Triage in Trauma X, Waterloo, Iowa, "EMS - Where and Why?" and "Assessment of Injuries"
February 1982	Fourth Annual Vail Emergency Medicine/Critical Care Conference, Vail, Colorado, "EMS Radio Communications" and "Medical Control"
November 1981	EMS Trauma Symposium, Mercy Hospital Medical Center, Des Moines, Iowa, "Medical Control"
November 1981	Exchange Club of Aurora, Firefighters' Honor Banquet, Batavia, Illinois, "EMS - What It Is, What It Will Be"
November 1981	Illinois Association of School Nurses, Schaumburg, Illinois, Trauma Workshop, "Trauma Care in the Field"
November 1981	American Hospital Association, Chicago, Illinois, "Planning and Designing of Ambulator Care Facilities"

PRESENTATIONS/LECTURES: (continued

October 1981	Joint Review Commission on Educational Programs for the EMT-Paramedic, Denver, Colorado, "Medical Control - Urban Prospective" and "Self-Assessment"
October 1981	Surgical Department Conference, Northwestern Memorial Hospital, Chicago, Illinois, "EMS and Trauma"
June 1981	Illinois Society for Respiratory Therapy, Twelfth Annual Convention, Rosemont, Illinois, "Triage Response at the Scene"
May 1981	Association of Operating Room Nurses, Chapter Workshop on Trauma, Harper College, Palatine, Illinois, "Trauma, Situation Critical Management"
May 1981	Current Concepts of Emergency Medical Services, McHenry Hospital, McHenry, Illinois, "Future of EMS" and "MAST Suit in Pre-Hospital Care"
April 1981	Trauma Seminar 81, St. James Hospital, Harvey, Illinois, "Radio Communications in EMS"
April 1981	Triage in Trauma IX, Waterloo, Iowa, "EMS Keynote" and "EMS Today and in the Future"
April 1981	State of Illinois, Department of Mental Health, Elgin Mental Health Center, Elgin, Illinois, "EMS"
April 1981	Illinois Fire and Police Commissioners Association, Starved Rock, Illinois, Spring Seminar, "Emergency Medical Services Spectrum - Legal Implications
February 1981	Illinois Chapter, ACEP, Northwest Community Hospital, Arlington Heights, Illinois, Instructor, "ACLS Course"
January to February 1981	Emergencies in Occupational Health, Triton College, River Grove, Illinois, Care Spectrum", "Hand Injuries" and "Injuries of the Extremities"
November 1980	MICU Systems of Norther Illinois Counties, Hillside, Illinois, "New Trends in Pre-Hospital Care"
November 1980	Winter Trauma, Triton College, River Grove, Illinois, "Field Assessment and Management of Winter-Related Orthopaedic Injuries"
October 1980	American Association of Trauma Specialists, Las Vegas, Nevada, "Hemodynamics of Shock and Use of MAST Trousers" and "Air Transport Techniques"
July 1980	Florida ACEP, Clinical Conference, "Field Assessment and Initial Patient Survey" and "Pre-Hospital Management of Burns"
June 1980	Greater Elgin Mobile Intensive Care Program, Elgin, Illinois, "Pacemaker Malfunction in the Field" and "Free-Standing Emergency Facilities"
June 1980	Multi-System Trauma Workshop, Green Bay, Wisconsin, "Shock in the Multi-System Victim" and "Aggressive vs. Conservative Treatment of Emergency Problems"
July 1979	Florida ACEP, Blue Ribbon Conference on EMS, Orlando, Florida, "EMS Systems, Design Function Control"
March 1979	University of Wisconsin, EMS Conference, Milwaukee, Wisconsin, "System Design and Function"
December 1978	ACEP EMS Research Conference, Southfield, Michigan, ACEP Board Exam, Practical Development
July 1978	National EMS Evaluation Symposium, Seattle, Washington, Attendee and Lecturer "Medical Control in EMS"
June 1978	Triton College, River Grove, Illinois, Occupational Health Nurses, "Head Injury Evaluation"
June 1978	Wright State University, Dayton, Ohio, "90-Second Assessment"
June 1978	Triton College, River Grove, Illinois, Emergency Hospital Care Lecture for Occupational Health Nurses, "Emergency Care Spectrum" and "Emergency Care of Hand Injuries"

PRESENTATIONS/LECTURES: (continued)

May 1978	EMS, Rockford, Illinois, "What is It?"
May 1978	Iowa Governors' Conference on EMS, DesMoines, Iowa, Keynote Speech, "EMS MICU System - Let's Get Going!!!"
April 1978	Trauma Day, State of Illinois, EMS, Homewood, Illinois, "Endotracheal Intubation"
March 1978	Moraine Park Technical Institute, Fond du Lac, Wisconsin, EMS Conference, "Use of MAST Suit"
February 1978	Lewiston, Maine, EMS Presentation, "System Development Design and Function"
February 1978	National EMS Meeting, Kansas City, Missouri, EMT-Paramedic Symposium, "Debated EOA or ET for Emergency Ventilation?"
November 1977	AAOS - Emory University Clinic, "Care of the Severely Injured Patient", "Community Organization and Transportation" and "Facilities of Care"
June 1977	EMS Conference, Commonwealth of Kentucky, Panel: "Critical Patient vs the EMS System"
June 1977	Primary Care Symposium II, IDPH/EMS, Public Safety Foundation, "The MAST Trousers"
May 1977	28th Annual North Carolina Heart Association Scientific Sessions, "EMT Preparedness - Don't Go in Empty"
May 1977	EMS Presentation, Whytecliffe Homeowners' Association, "What is EMS?" Palatine, Illinois
April 1977	Emergency Care Movin' On, Illinois Chapter, ACEP, Illinois EDNA/MICU Sessions
April 1977	Emergency Care Update 1977, Ohio State University, School of Medicine and School of Nursing, "90-Second Survey"
April 1977	Conference on Learning and Development of Pre-Hospital Care and Techniques, AA of Trauma Specialists at NU, "Management of Hypovolemic Shock"
April 1977	Seminar on Pre-Hospital Care, AA Trauma Specialists, "Learning Development and Techniques of EMS"
March 1977	Emergency Medicine and the GP, Kirksville College of Osteopathic Medicine, "The Emergency Room - Today and in the Future"
March 1977	EMS Presentation, La Porte County Emergency Medical Services, "What is EMS?"
February 1977	First Aid Seminar, O'Hare Industrial Clinic, "Relationship of Plant First Aid Personnel to the Emergency Medical Team"
February 1977	Advanced Life Support Conference, East Michigan, EMS, "Medical Control inn EMS"
February 1977	Governors' Conference of Medical Care Systems of the Emergency Patient, "Medical Direction and Control in a Multi-Hospital EMS System", State of Minnesota, Department of Health, etc.
February 1977	Today in Chicago, NBC-TV, "Emergency Medicine and EMS"
February 1977	Emergency Trauma Nursing in the School Setting, Triton College, River Grove, Illinois, "Emergency Care Spectrum, CPR"
January 1977	Planning for Improved EMS Traineeship, University of Iowa, EMS Presentation, "How to Get a System Going"
January 1977	Arlington Heights Nurses' Club, Continuing Education, "First Aid and Review of CPR"
November 1976	Annual Meeting, Wisconsin Professional Ambulance Association, Wisconsin County, EMS, EMS Presentation, "EMS System and Function"

PRESENTATIONS/LECTURES: (continued)

November 1976	Tri-Regional EMS Workshops, EMS Section, Division of Health, State of Nevada, "Communications in EMS" and "Cardiac Workshop"
November 1976	Advanced Life Support Systems: A Challenge for Today, Oakland County, California, EMS Division/Oakland County Council for EMS, "Advanced Life Support Systems/Theory vs. Practice"
October to November 1976	Emergency and Trauma Nursing in the School Setting/Triton College, River Grove, Illinois, "Emergency Care Spectrum, CPR"
October 1976	Medical Seminar, "What's New at Northwest Community Hospital?" and "Current EMS Program at Northwest Community Hospital"
September 1976	Eastern U.S. Interregional EMS Seminar, Cardiac Workshop, "Medical Control in EMS Systems"
September 1976	ARREMSYS VI, Oklahoma Trauma Research Society, "Dr. Zydlo's Traveling Multi-Media Light Show and Extravaganza on EMS"
July 1976	Memorial Hospital, Matoon, Illinois, IDPH/EMS, "Treatment at the Scene" and "Shock"
May 1976	Emergency Department Nurses Training Program, Lutheran General Hospital, Park Ridge, Illinois, "Shock - Diagnosis and Treatment"
May 1976	A Panoply of Emergency Care, EDNA/ACEP, Emergency Panel: "Shock"
May 1976	Tri-State Hospital Assembly, Panel: "Public Relations Support of Mobile Intensive Care"
May 1976	Orland Fire Protection District, EMS Presentation, "Integration of EMS and Hospitals"
May 1976	Resident Education - University of Chicago Hospitals and Clinics, EMS Presentation, "EMS System Functions with Emergency Medicine"
May 1976	Emergency Care Update 1976, Ohio State University, College of Medicine, the Emergency Mess, "Cardiopulmonary Emergencies"
April 1976	Forest Park, EMS Slide Presentation, "EMS Systems Function"
April 1976	Spring Workshop, Ohio Association of School Nurses, Ohio Education Association, "Design and Function"
April 1976	Urban Metropolitan EMS Symposium, National Paramedic Conference, County of Los Angeles, Department of Health, "Design and Function of MICU Systems"
March 1976	Symposium in the Sun, ACEP, "EMS and Emergency Medicine", Scottsdale, Arizona
February 1976	MIC Task Force, Women's Auxiliary, Community Memorial General Hospital, LaGrange, Illinois, "Design, Purpose and Function of EMS"
February 1976	Administrative Meeting, Chicago Cardiology Group, EMS, "Design, Purpose and Function of EMS"
February 1976	Workshop on EMS Systems Technology, ACEP, Las Crodobas, Puerto Rico, Physio-Control, Motorola, Defibrillation
January 1976	Emergency Medical Services Systems Workshop, Region V (Illinois, Indiana, Michigan, etc.), "Mobile Intensive Care Medical Control"
November 1975 and December 1975	Perspectives, University of Chicago, WLS-TV, "EMS - Specialty of the 70's - Alternatives in Emergency Medicine"
November 1975	Administration Meeting, Chicago Cardiology Group, "Pre-Hospital Coronary Care"
November 1975	Chicago Health Manpower Conference, American Association of State Colleges and Universities

PRESENTATIONS/LECTURES: (continued)

October 1976 to March 1976 5 Sessions	Northwest Community Hospital, Continuing Education, Medical Staff: CPR - Arrhythmias and Treatment CPR - Airway Management Airway Management - Intubation Shock - Hypovolemic Shock - Neurogenic - Spinal
October 1975	Physio-Control Sales Meeting and Update, Review of Northwest Community Hospital MICU System, Lakes Area Emergency Medical Services, EMS Presentation
October 1975	63rd National Safety Congress and Exposition, "Design and Function"
October 1975	One Day Seminar on Cardiology, Suburban Association of Industrial Nurses CPR
October 1975	Seminar: Illinois School Nurses/DSN, "Ten Point Trauma Examination"
October 1975	Respiratory Problems of Very Young and Very Old, Respiratory and Anesthesiology Section of Loyola Stritch School of Medicine, "High Risk Adult"
October 1975	Continuing Medical Education, Oak Park Hospital, Oak Park, Illinois, "Design and Function of the Emergency Room"
October 1975	American College of Physicians, Illinois Regional Meeting, Illinois Society of Internal Medicine, Chicago Society of Internal Medicine, Panel: "Sudden Death and Pre-Hospital Coronary Care"
October 1975	Medical Staff Education/St. Mary of Nazareth Hospital, "Emergency Airway Management"
September 1975	ARREMSYS V, Oklahoma Trauma Research Society: Training - Fact or Fallacy The Urban Emergency Department in Action Patient Audits Future Implications Patient Assessment Techniques
July 1975	ORT, William Rainey Harper College, Palatine, Illinois, "CPRs"
June 1975	Region V Workshop, EDNA, "Emergency - A Multiple Phenomena"
May 1975	Virginia EMS Conference Workshop, VA, "MICU Bringing the Hospital to the Patient"
May 1975	Seminar: Nurses in Emergency Care, Wisconsin Committee on Trauma, American College of Surgeons, "Emergency Care of the Cardiac Patient"
May 1975	International Conference on Remote Emergency Medical Services, Texas Tech University, "Clinical Experience with Emergency Medical Systems"
May 1975	Multiple Trauma Workshop, William Rainey Harper College, Palatine, Illinois, "On-Site Evaluation and Care"
May 1975	Midwest Spring Conference on Emergency Care, IDPH/EMS/ACEP/AAFP/Rock Island Medical Society/Regional 18 Council of Continuing Education, "Telemetry and MICU"
April 1975	Midwest Clinical Conference, Chicago Medical Society, Illinois State Medical Society, "The Military Anti-Shock Trousers", Panel: "Emergency Medical Services Delivery by Whom? Where?"
April 1975	Illinois/Missouri Scientific Assembly, ACED/EDNA, Panel: "Pre-Hospital Coronary Care and Paramedic Training Systems", St. Louis, Missouri
April 1975	Emergency Nursing 1975 - Wisconsin Committee on Trauma ACOS, Medical College of Wisconsin,"Cardiopulmonary Resuscitation", Panel: "How to Read EG; Cardiac Emergencies; Environmental Emergencies", Milwaukee, Wisconsin
March 1975	Workshop, University Hospital of Jacksonville, Department of Emergency Medicine, "EMS Presentation - Concept and Function"

PRESENTATIONS/LECTURES: (continued)

March 1975	EMS System Leadership Conference, HEW, Panel: "Roles in EMS"
February 1975	Hospital Directors' Meeting, California Emergency Department Physicians, "EMS in the Community"
December 1974	Trauma Days, IDPH/EMS, Paramedic Programs Development and Operation
December 1974	EMS System Design and Implementation Seminar, IDPH/EMS
October 1974	Third Annual Ambulance Seminar, IDPH/EMS/Illinois Division ATS, "Paramedic Programs Development and Operation"
October 1974	Workshop Seminar, Emergency Room Nurses, Doctors and Administrators, University of North Carolina, School of Medicine, and State of North Carolina, Department of Human Resources, "Regionalization" and "Do I Really Want to Run an Emergency Room?"
September 1974	Surgical Department, St. Mary of Nazareth Hospital Center, EMS Slide Presentation on "What EMS Is"
September 1974	Life-Saving Measures for the Critically Injured, ACS/Committee on Trauma, "Pre-Hospital Intensive Care – Multi-community Approach"
September 1974	Course #4 Emergency Medicine, ACP/Loyola University, Stritch School of Medicine, "Pre-Hospital Intensive Care – Multi-community Approach"
September 1974	Telephone Conferences, University of Wisconsin, Department of Continuing Medical Education, "The Role of ECG Telemetry: The Arlington Heights Experience"
August 1974	Third Quarterly Trauma Workshop, Silver Cross Hospital, Joliet, Illinois, "Design and Implementation in the Arlington Heights Area"
August 1974	Sixth Annual Emergency Health Services Conference, Arkansas Trauma Research Society, Panel: "Educational Needs to Support EMS System" and "EMS Education and Future Training for EMS System"
July 1974	Medical Communications in Pre-Hospital Programs, IDPH/EMS/ATS, Chicago, Illinois
July 1974	AMA Provisional Section on Emergency Medicine Federation for Emergency and Critical Care Medicine, "Emergency Medicine"
July 1974	Seminar - Panel: "Medical Control - Hospitals, Base and Satellite Hospital Mobile and Senior Supervisor Physician"
June 1974	Provisional Section in Emergency Medicine, American Medical Association, "An Emergency Medical Telemetry System
June 1974	Sixth Annual School Nurses Convention, Illinois Association of School Nurses, "10-Minute Exam to Pinpoint"
May 1974	Eighteenth Annual PG Course Fracture and Other Trauma, Chicago Committee on Trauma, American College of Surgeons, "Training of Paramedical Personnel in Emergency Trauma Care"
May 1974	EDNA Region V Spring Symposium, Illinois EDNA, "Implementation of Paramedics"
April 1974	Symposium on Mobile Emergency Medical Systems, ACT Foundation "Bring 'Em in Alive"
April 1974	Will-Grundy Medical Society, Illinois State Medical Society, "EMS Slide Presentation on EMS Systems"
April 1974	Fox Valley Hospital Planning Council Quarterly Meeting, "Pre-Hospital Cardiac Care"
April 1974	Clinical Conference of Emergency Medicine, Division of Emergency Medicine, University of Chicago and Illinois ACEP, "EMS-MICU Telemetry - Progress Report"
March 1974	Symposium and Winter Workshop, ACEP, "Emergency Department Design and Function" and "Telemetry"

PRESENTATIONS/LECTURES: (continued)

January 1974	Second Annual Advanced Training, Illinois Fire Chiefs Association, "MICU-EMS Concept"
December 1973	National Colloquium for the Systems Design and Implementation of Emergency Health Services, IDPH - EMS Services, HEW - Illinois Division, American Trauma Society
November 1973	Illinois Chapter, American College Emergency Physicians, "Practical Aspects of Emergency Department Management", "EMS System - Telemetry" and "Credentials - Practical"
October 1973	Scientific Assembly of EMS, ACEP, "The Role of the EMT"
September 1973	Second Annual Symposium for Trauma and Critical Care Nurses, "EMS Systems and Paramedics"
February 1973	First Annual Advanced Training, Illinois Fire Chiefs Association, "Trauma Program in the Fire Service"
February 1973	Systems of Emergency Care, ACEP, "Community Emergency Medicine"
January 1973	Tri-County Emergency Medical Services Council, Lansing, Michigan, Paramedics, "Pre-Hospital Care"
January 1972	Illinois Chapter, American College of Emergency Physicians, First Annual Conference, "Case Presentations: Cardiac and Respiratory Crises", Springfield, Illinois
February 1971	Glenview Rural Fire Department, "Emergency Handling of the Drug-Influenced Patient"
January 1971	Illinois Chapter, American College of Emergency Physicians, "Current Role of the Emergency Physician and Emergency Department Practice", and "Where Do You Go From Here?"

CONSULTATIONS:

Abbott Laboratories

Encyclopedia Britannica

Motorola - Schaumburg, Illinois

Orlando Regional Medical Center - Orlando, Florida

Physio-Control Corporation

R-2 Corporation - Skokie, Illinois

Sherman Hospital - Elgin, Illinois

Innumerable Communities in the United States on Paramedic Development

PROFESSIONAL OBJECTIVE:

To function in a challenging environment, to get progressive and constructive goals attained, and to have effective delivery of emergency care Nation-wide.

OF SPECIAL NOTE:

June 20, 1997 Resigned all above positions to take sabbatical, for Board Exam preparation.

POSITIONS:

September 2009 To Present	MBS Envision, Inc.-Portable Modified Barium Swallow Studies 2707 CR 350 East, Mahomet, IL 61853-9734
January 2005 to May 15, 2007	United Airlines-Flight Surgeon—O'Hare Field, Chicago, Illinois
January 1, 2005	Emergency Physician-Neurologic and Orthopaedic Institue of Chicago

to February 28, 2005	via Echo Management Services

POSITIONS: (continued)

June 2003 to December 2004	Emergency Physician – St. Joseph's Hospital, Chicago, Illinois
2002 to June 2003	Emergency Physician - St. Mary's Hospital, Streator, Illinois
March 2000-2001	Medical Advisor, City of Chicago Fire Department, Chicago, Illinois
March 29, 1999 to June 2002	Appointed Associate Medical Director for Emergency Medical Services, Rush-Copley Medical Center, Aurora, Illinois
2002 to June 2003	Medical Director St. Mary's Hospital EMS System, Streator, Illinois
March 1999-2000	Appointed National Spokesperson for Elliot Environmental, Inc.
December 1998 to 2003	Medical Director for Save a Life Foundation, Inc.
April 1998-1999	Appointed EMS Fire Consultant for Palatine Fire Department, Palatine, Illinois
February 1998 to 1999	Chief Executive Medical Officer (CEMO), Emergency Life Support and Cardio Training Institute
January 1998 to June 2002	Emergency Physician, Rush-Copley Medical Center, Aurora, Illinois
January 1, 2001	Term Expired-Commissioner for Commission on Accreditation of Ambulance Service
December 1997	Appointed Commissioner for the Commission on Accreditation of Ambulance Service

OUTSIDE INTERESTS:

Electronic gadgets, fishing, snowmobiling; enjoying wife and children; and continual education.

HISTORICAL NOTES:

First Forensic Examination Masters Program Offered in the United States Turo Collge-School of Health Sciences, Bayshore, New York	2001
First Written and Oral Board Examinations, Emergency Medicine Specialty, Required to Stay Certified Re-Examination of oral or written exam with 10 years: Last grandfathered applications must be in by June 30, 1988: Testing by June 30, 1988	1980
Emergency Medicine recognized as a Specialty, - the 23rd	1979
First Accredited Residency Program for Emergency Medicine Physicians University of Cincinnati (now over 70 such programs in United States)	1970
First Formation of Emergency Medicine, Physicians as a Group, Entity, In Massachusetts/Michigan who got together to fund ACEP (American College of Emergency Medicine)	1968

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Stan\CV304
Rev 09/2009

Andre Stuart

CEO – 21ST Century Forensic Animations
A 22nd Century Graphic Communications Company
Fort Worth, TX 76110
800-460-2887
www.call21st.com Web page Address

Experience

1997–present **CEO**	21st Century Forensic Animations	Fort Worth, TX
1990–1997 **CFO**	21st Century Forensic Animations	Arlington, TX
1989–1990 **President & Founder**	Animated Impact	Arlington, TX
1987–1989 **LAN Administrator**	Accurate Evidence	Arlington, TX

Education

December 1989 ▪ B.B.A Finance	University of Texas at Arlington	Arlington, TX
1978-1980 ▪ Major – Biochemistry	Austin College	Sherman, TX

Associations

National Association of Professional Accident Reconstructionists
Texas Association of Accident Reconstructionists
Association for Computing Machinery – Special Interest Group Graphics
Eurographics – European Association for Computer Graphics
Fort Worth Hispanic Chamber of Commerce

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EMAIL cbwecht@fyi.net

FORENSIC PATHOLOGY
LEGAL MEDICINE

August 23, 2011

Paul Ciolino, Private Investigator
3 N 126 Fair Oaks Road
West Chicago, IL 60185

RE: Arturo Gatti , Deceased

Dear Mr. Ciolino:

Pursuant to your request, I have reviewed all records and materials provided to me regarding the death of Mr. Gatti.

CLINICAL SUMMARY

Mr. Arturo Gatti, a 37 year old Canadian citizen and former boxing champion, his 23 year old wife and 10 month old son, were reported to have arrived in Brazil for a vacation on Friday, July 10, 2009.

Alfred P. Bowles II, M.D., authored a very comprehensive report dated August 2, 2011. Dr. Bowles is a Principal Consultant with Biodynamic Research Corporation as well as a general and acute care clinician. His expertise focuses on the biomechanics of injury and understanding how traumatic injuries occur as a result of physical exposure to forces.

The following account is jointly derived from Dr. Bowles' August 2, 2011 report consisting of 16 pages, and the forensic examination (10 pages) report dated August 4, 2011 authored by Brent E. Turvey, M.S. Further information has been extracted from "Confidential draft for Paul Ciolino and Joe Moura".

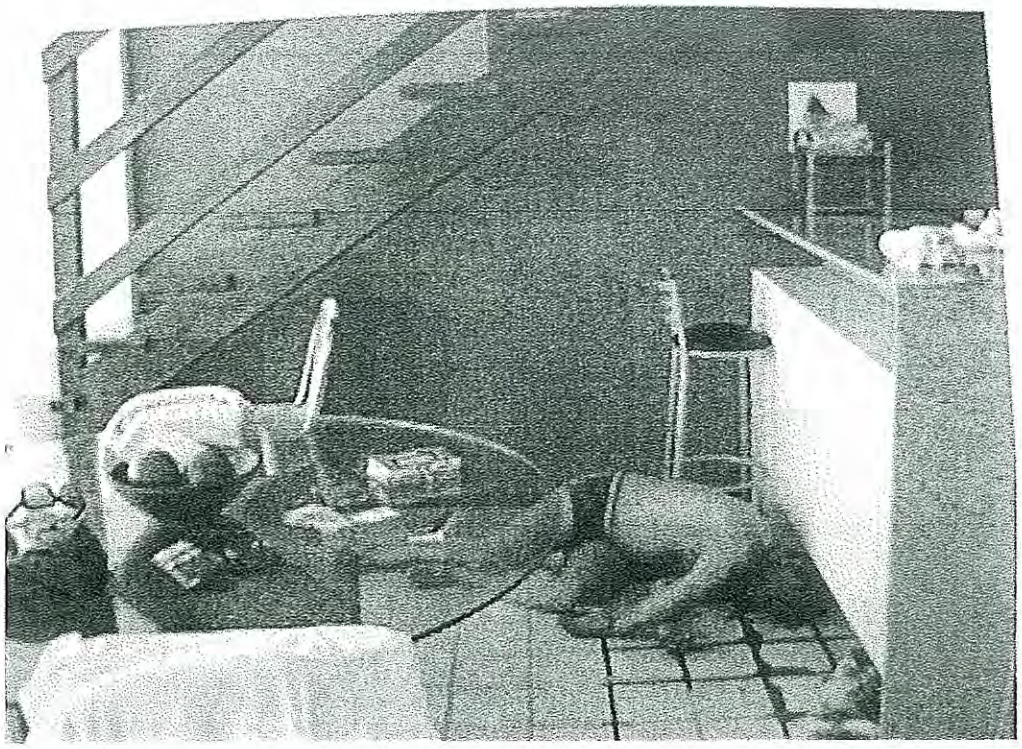
At dinner downtown on the evening of July 10, 2009, Mr. Gatti and his wife were witnessed to have had an argument. Amanda Rodrigues (Gatti) later reported to have sustained minor injuries to her elbow and chin during the altercation. Mr. Gatti was alleged to have been drunk at the time. She reported that Mr. Gatti left with their son in a cab for the two story duplex in the resort hotel that Mr. Gatti had rented.

Mr. Gatti was bleeding from a head wound. There was a blood spot on the seat of the taxi that took him back to the condominium. Witnesses related that Mr. Gatti came back to the hotel with his son and after not finding his wife there, returned downtown in an attempt to locate his wife. When he returned a second time his wife was there with a cab driver.

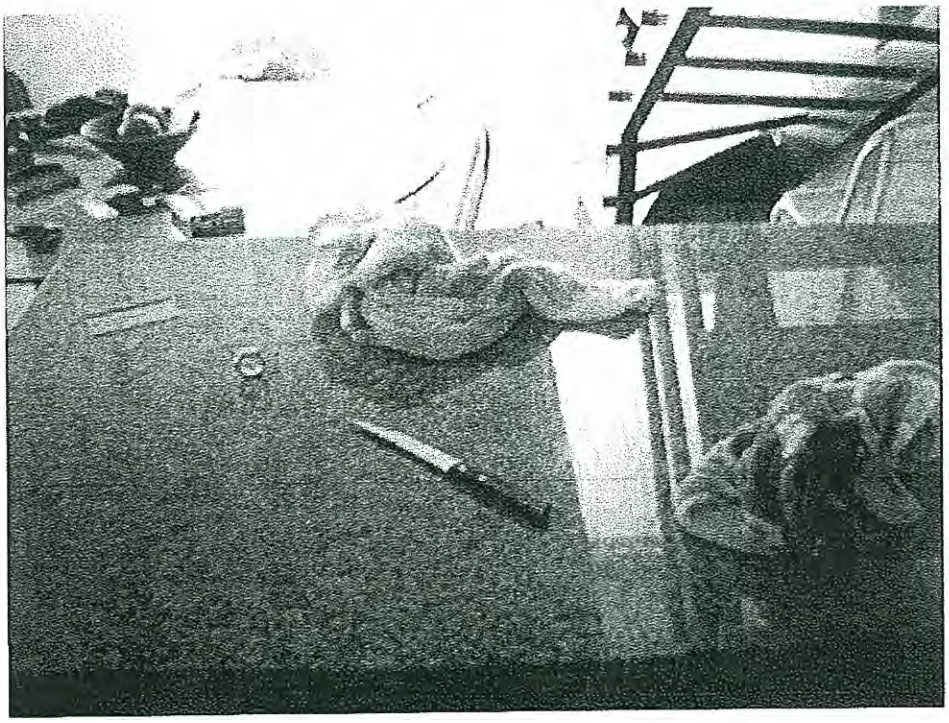
Mrs. Gatti reportedly found her husband's body on the tile floor in front of the breakfast bar in the kitchen. His head was slightly beneath the bar. She discovered her husband's body at around 6:00 a.m. (6:30, p.8 of draft) on July 11 when she woke to feed their son.

Sixty-four computer black/white copies of photographs of the scene, the decedent, the investigation and a photograph of a young woman have been submitted.

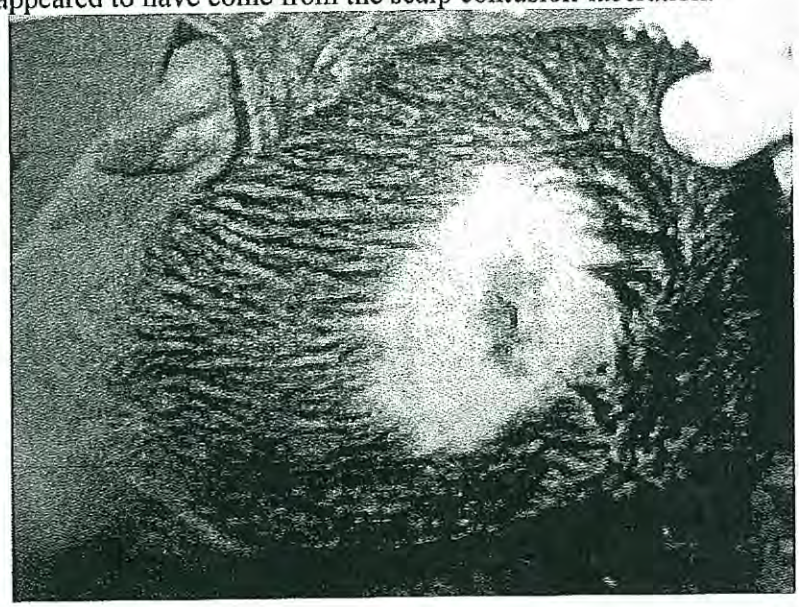
The photograph below depicts the position in which Mr. Gatti's dead body was found.



Two bloody hand towels were on the breakfast bar.



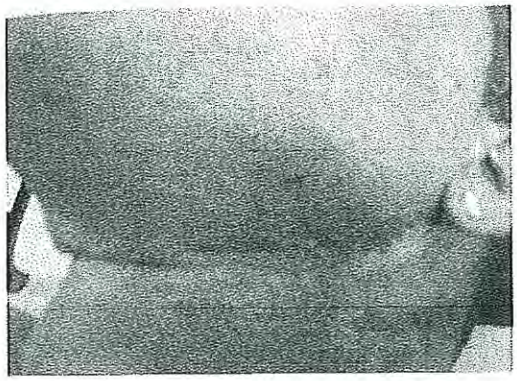
Blood appeared to have come from the scalp contusion-laceration.



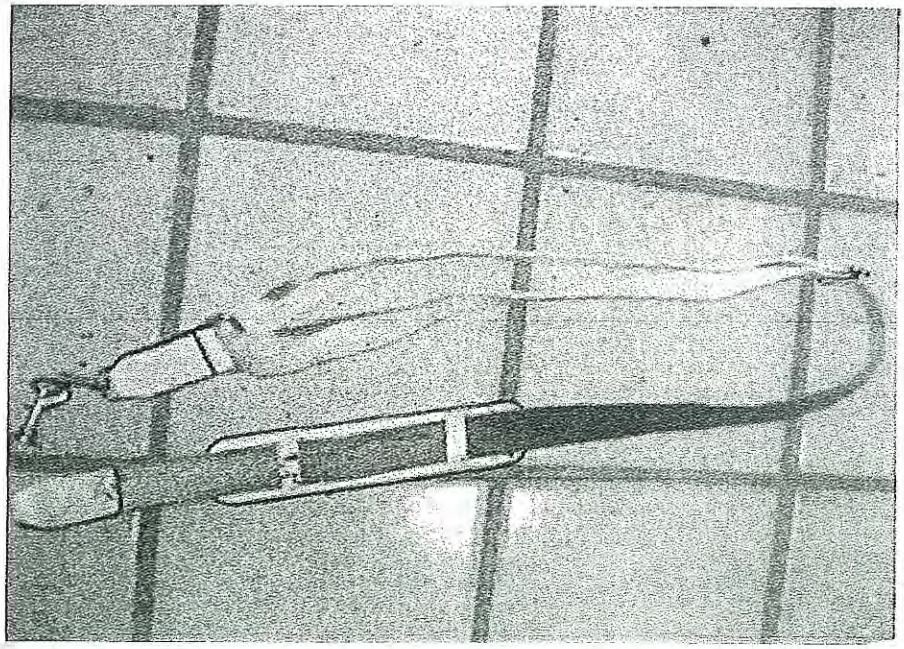
State government of Pernambuco Social Defense Secretary Boar of Police Science Instituto Medical, Legal Persivo Antonio Cunha reported the following findings:

"The neck is left in the groove element. Critica (sic) that the forensic expert uses to distinguish a hanging strangulation. In the first oblique groove is interrupted upward. The node level and is located on top of the thyroid cartilage, whereas the second is horizontal, continuous, and is located below the thyroid cartilage. This case show the external examination oblique furrow; single continuous ascending cimada located on thyroid cartilage. That is on the topography of sulep, continuity, the fact of being unique and oblique takes the characteristic of having been produced by constriction of the neck due to hanging."





The Brazilian criminal investigators identified a bloody purse strap under the kitchen bar counter that they concluded had been used in Mr. Gatti's suicide. The strap length was adjustable by a sliding adjustment loop. There was a free-sliding leather shoulder pad on the purse strap webbing. There was asymmetric blood contamination along the strap length. The strap was 62 cm (24.4 in) long. It failed upon testing with 35 kg (77.2 lb) of static weight in less than 5 seconds.



The theory of the investigators was that Mr. Gatti was suspended in a vertical hanging position for more than 3 hours before the purse strap failed, causing his body to fall to the floor. Dr. Bowles suggested that with these dynamics, the strap would have come to rest in the same direction as the victim. There would not have been "a mechanical force to cause the strap to move away from the body and in the direction of the floor under the kitchen bar cabinet".

"If it were true that Mr. Gatti had killed himself by suicidal hanging, and that the blood on the floor accumulated as a result of his head striking the fall during his fall from suspension, and that the encircling strap from his neck was propelled in some way under the kitchen cabinet, there would be no scientifically plausible explanation for why the blood would have accumulated on the strap and splattered against the undersurface of the kitchen cabinet at the moment that Mr. Gatti fell to his position of rest."

"Had Mr. Gatti fallen to the floor from a suspended hanging position at the middle staircase support, it is most likely that he would have fallen forward landing with his face and chest in a more prone position --."

Mr. Gatti's personal background presents no suggestion of any motive for suicide. He was financially stable after retiring from professional boxing. He had been successful in a

construction business with a partner and had assets of approximately $6M. He had left his marital residence 6 months before his death to live in his mother's dwelling. He had acquired an apartment for himself and his son and told his business partner that he was getting a divorce. He had a new romantic interest in Florida and had initiated divorce proceedings with a lawyer.

It is not at all clear why Mr. Gatti was convinced to change his will 24 days before his death, naming Mrs. Amanda Rodrigues Gatti as his sole beneficiary. Reportedly, this was initiated by her, even though there had been suggestions that Mrs. Gatti had tried to steal money from him. He had initially included in his will his 3 year old daughter out-of-wedlock. He sported a tattoo of "Sofia" (the daughter's name.) There is mention that Mr. Gatti appeared "drunk" at the restaurant. There has also been a suggestion of a history of drug use. His wife had referred to her husband as "that drug addict" in public and in private correspondence.

MEDICOLEGAL QUESTIONS

1. **Could Mr. Gatti's death have been a suicide or accidental death from auto-eroticism?**

The configuration of the ligature mark on this decedent's neck is uncommon in hanging. Suspension in a vertical orientation usually creates a v-shaped pattern extending laterally in an upward direction. The furrowing on the neck is horizontal only when the hanging is carried out while the suicidal victim is lying down. In Mr. Gatti's case, if the suggested hanging had been from the staircase middle support, the mark on his neck would not have been horizontal.

The second autopsy performed in Canada identified a fracture of the thyroid cartilage (from Dr. M. Baden's comment on the HBO show, "Real Sports with Bryant Gumbel"). While this occurs in strangulation by ligature, it could only happen in hanging with a long drop, or in elderly individuals. The theory that the Brazilian pathologists had inadvertently caused the fracture during their autopsy does not seem plausible.

Mr. Turvey ruled out autoerotic death but noted a fluid stain on Mr. Gatti's underwear. He suggested that the presence of seminal fluid in the underwear, as well as the fact that the victim was nude except for his underwear, indicated associated sexual activity.

Seminal fluid extrusion is often precipitated by a traumatic death such as strangulation. It has nothing to do with sexual activity. With final spasms of the nervous system, ejaculation may take place. Some link it with a cerebral state produced by the noose, similar to priapism in living men produced by comparable neurophysiological and psychological conditions. Furthermore, it is not at all uncommon for men to retire in nothing but their underwear.

2. Was the autopsy in Brazil complete?

A complete autopsy report (or translation) has not been made available for review. What has been submitted is extremely inadequate. There was a toxicological report which was negative. There was no blood alcohol test performed. The "confidential draft" does not contain documentation of all the injuries that can be gleaned from the copies of the photographs.

The second autopsy performed in Canada and apparently witnessed by Dr. Baden evidenced heavy bruising on Mr. Gatti's left side. Dr. Baden had suggested manual strangulation as the cause of death and homicide as the manner of death.

3. Is homicide by strangulation a plausible cause of death?

Although there was a report that blood was found in the taxi that Mr. Gatti rode to go home, there was no evidence that there had been as much bleeding as that which was found near Mr. Gatti's head in the death scene. Had he sustained the parieto-occipital contusion-laceration before a purported suicidal hanging, blood would not have been confined around his head at the location his head was situated in when found, i.e., slightly under the kitchen counter. Blood would have smeared onto the stair. The scalp wound most probably occurred around the time of the strangulation, shortly before or shortly after.

Mr. Gatti did not die from the head wound. He died from strangulation caused by the purse strap. The strap would not have been able to sustain his weight, as Dr. Bowles has indicated: "The shortest adjustment of the purse strap is too long to use to hang a person of Mr. Gatti's size without encircling the neck in a noose-like configuration. A strap longer than 95 cm would not suspend Mr. Gatti's body in a hanging position from the center staircase support as his head and neck would slip out under the weight of his suspended body."

"Mr. Gatti did not encircle his neck with a noose-like ligature. The pattern of his neck wound is inconsistent with the application of an encircling ligature. Had a ligature been placed completely around Mr. Gatti's neck ---, the encircling ligature would have remained in place as his body fell when the stitching on the strap failed."

OPINION

Based upon a reasonable degree of medical certainty, following the review of all the submitted materials, it is my professional opinion that Mr. Arturo Gatti's death was a homicide. Shortly after having received the contusion/laceration on his left parieto-occipital scalp, Mr. Gatti died from strangulation produced by the purse strap or other similar type device not found at the crime scene.

Inasmuch as no forced entry to their hotel condominium was found on investigation, the homicide was likely perpetrated by someone who had free access to the place of death.

Very truly yours,

Cyril H. Wecht

Cyril H. Wecht, M.D., J.D.

CHW/srw

Curriculum Vitae

CYRIL HARRISON WECHT, B.S., M.D., J.D.

Residence:
Dr. Cyril H. Wecht
5420 Darlington Road
Pittsburgh, PA 15217
(412) 521-2881 (Tel.)

Birthplace: Pittsburgh, Pennsylvania
March 20, 1931

Office:
Cyril H. Wecht & Pathology Associates, Inc.
1119 Penn Avenue, Suite 404
Pittsburgh, PA 15222
(412) 281-9090 (Tel.) • (412) 261-3650 (Fax)
E-mail: chwecht@fyi.net

EDUCATION

1943-1948	Fifth Avenue High School – Highest Honors, Valedictorian
1948-1952	University of Pittsburgh – B.S. – Cum Laude
1952-1954	University of Buffalo School of Medicine
1954-1956	University of Pittsburgh School of Medicine – M.D.
1957-1959	University of Pittsburgh School of Law – Law Review
1961-1962	University of Maryland School of Law – LL.B.
1962	University of Pittsburgh School of Law – J.D.

ACADEMIC SCHOLARSHIPS, HONORS, AND AWARDS

Educational Awards

1948	Daughters of American Revolution History Award
1948	Rensselaer Polytechnic Institute Medal for Science and Mathematics
1948-1952	Allegheny County Achievement Award Honor Scholarship, University of Pittsburgh
1948-1952	Buhl Foundation Scholar, University of Pittsburgh
1951	Senior Worthy, University of Pittsburgh (Outstanding Junior Student)
1951	Outstanding Undergraduate of Year Award, Phi Epsilon Pi International Fraternity
1952	Hall of Fame, University of Pittsburgh
1954-1956	State Senatorial Scholarship, University of Pittsburgh School of Medicine
1957-1959	Owens Fellowship, University of Pittsburgh School of Law

Professional Awards

1975	Who's Who in Israel
1976	Voice of Medicine Award, Pennsylvania Medical Society
1977	Who's Who in Government
1978	Who's Who in America
1978	"Distinguished Service to Law Enforcement Award" Pennsylvania State Division of the International Association of Identification Officer
1979	Honorary Member, Allegheny County Police Department

1990	"Distinguished Service to Law Enforcement Award", County Detectives Association of Pennsylvania
1991	Certificate of Appreciation for Meritorious Service, American College of Legal Medicine
1995	Career Achievements Award, Contributions to Forensic Pathology and Legal Medicine, New York Society of Forensic Sciences
1996	The Best Lawyers in America: Directory of Experts
1996	Gold Medal Award, Lifetime Achievement in Legal Medicine, American College of Legal Medicine
1999	100 Most Popular Scientists for Young Adults - Forensic Pathology Path
2003	"1st Annual Medical Board Citizen of the Year Award", Recipient and Guest Lecturer, The Medical Bureau of Pittsburgh, Nov. 18, 2003
2010	"Distinguished Forensic Science Award", The Henry C. Lee Institute of Forensic Science at the University of New Haven, presented at 19th Annual Markle Symposium, Sept. 27, 2010

Community Awards

1971	Selected as one of the "Outstanding Young Men of America", National Junior Chamber of Commerce
1972	Honorary Life Member, Italian Sons and Daughters of America
1976	"Outstanding Alumnus of 1976", University of Pittsburgh, Gamma Circle of Omicron Delta Kappa
1977	Myrtle Wreath Award, Hadassah, Pittsburgh Chapter
1978	Dictionary of International Biography
1978	"Speaker of the Year Award", Speech Communications Association of Pennsylvania
1979	"Man of the Year Award", American Legion of Allegheny County
1979	Meah Club Award, Hebrew Institute of Pittsburgh
1979	Distinguished Alumnus Award, Alpha Phi Omega Fraternity, Beta Chapter, University of Pittsburgh
1982	Board of Directors, Jewish Sports Hall of Fame of Western Pennsylvania
1983	Humanitarian Award, Jewish War Veterans, Pennsylvania Department
1984	Honorary Member, Honorable Order of Kentucky Colonels
1984	Community Leaders of America
1984	"Man of the Year Award", Israel Bonds ZOA
1991	Special Alumni Award, Zeta Beta Tau Fraternity
1995	Hall of Fame Award for Outstanding Achievements in Professional, Communal, and Governmental Activities, B'nai B'rith, District Three, Philadelphia
1996	Ziggy Kahn Award for Outstanding Contributions to Activities of Young People in Western Pennsylvania, Jewish Sports Hall of Fame of Western Pennsylvania and Sports for Israel
1998	Lifetime Achievement Award, B'nai B'rith, Areas of Western Pennsylvania, Western New York, West Virginia, and Ohio
2002	Lifetime Achievement Award, Champions of Excellence, Champion Enterprises, Pittsburgh/Allegheny County Public Services
2004	Legion of Living Legends Award, Phi Epsilon Pi Fraternity
2004	First Honorary Member, Black and Gold Society, Allegheny Club
2004	Distinguished Alumni Award, Pittsburgh Public Schools
2004	Annual Award, Pittsburgh Council of Jewish Women, Na'Amat

2009	Award for Outstanding Civic and Professional Contributions, The Syria Shriners
2010	Dedication of Allegheny County Medical Examiner's Building, Pittsburgh, PA as "Cyril H. Wecht Institute of Forensic Science" for exemplary services as Allegheny County Coroner 1970-1980 and 1996-2006, and Chief Medical Examiner 2006, by Official Proclamation of the Allegheny County Council, Allegheny County, Pennsylvania, October 14, 2010
2010	Lifetime Achievement Award, Zionist Organization of America, Pittsburgh District
2011	Kentucky Colonel, The Honorable Order of Kentucky Colonels, Commonwealth of Kentucky
2011	Annual Award – Eight over 80, Jewish Association on Aging

University Extracurricular Achievements

1948-1952	Concertmaster, University of Pittsburgh Orchestra
1948-1952	Varsity Team, University of Pittsburgh Varsity Debate ▪ Vice President, 1951-1952
1949-1952	Pitt Players ▪ Business Manager, 1950-1952 ▪ Musical Orchestra Conductor, 1950-1952 ▪ Lead Role, "Our Town", 1952
1950-1952	Business Manager, Pitt Players
1951-1952	President, Phi Epsilon Pi Fraternity, Zeta Chapter
1951-1952	President, Pitt YMCA
1951-1952	President, Pitt Student Congress

SOCIAL, PROFESSIONAL AND HONORARY SOCIETIES

1948	Phi Epsilon Pi ▪ National Officer, 1958-1970 ▪ President, Tri-State Alumni Association, 1962-1963 ▪ National President, 1967-1969
1948	Phi Eta Sigma (Freshman Scholastic Achievement)
1949	Alpha Phi Omega (Service to University)
1950	Druids, President (Sophomore and Junior Activities/Scholarship Fraternity)
1950	Beta Beta Beta Honorary Biology Fraternity, University of Pittsburgh
1951	Pi Delta Epsilon (Journalism)
1951	Delta Sigma Rho (Debate)
1951	Theatron (Dramatics)
1952	Omicron Delta Kappa (Junior/Senior Activities/Scholarship)
1953	Phi Delta Epsilon Medical Fraternity
1956	"Scope and Scalpel" (Medical School Drama Group) ▪ President and Founder ▪ Orchestra Conductor, Musical Presentation
1962-present	Phi Delta Epsilon Graduate Club of Pittsburgh
2002	Phi Alpha Delta Law Fraternity International, Duquesne University School of Law, Honorary Member
2004	International Gold Key Society (Duquesne University Chapter), Honorary Member

PROFESSIONAL TRAINING

1954-1956	Externship, St. Francis General Hospital and Rehabilitation Institute, Pittsburgh, Pennsylvania
1956-1957	Internship, St. Francis General Hospital and Rehabilitation Institute, Pittsburgh, Pennsylvania
1957-1959	Resident in Pathology, Veterans Administration Hospital, Pittsburgh, Pennsylvania
1959-1961	Associate Pathologist, United States Air Force Hospital, Maxwell Air Force Base, Montgomery, Alabama
1961-1962	Research Fellow in Forensic Pathology, and Associate Pathologist, Office of Chief Medical Examiner, Baltimore, Maryland

PROFESSIONAL EXPERIENCE

1961-1962	Pathologist, North Charles General Hospital, Baltimore, Maryland
1962-1964	Acting Chief, Laboratory Service, and Pathologist, Leech Farm Veterans Administration Hospital, Pittsburgh, Pennsylvania
1964-1968	Acting Chief, Laboratory Service, and Pathologist, Charleroi-Monessen Hospital, North Charleroi, Pennsylvania
1966-1980	Pathologist, West Allegheny Hospital
1966-1988	Director, Pittsburgh Pathology and Toxicology Laboratory, Pittsburgh, Pennsylvania
1968-1972	Associate Pathologist and Associate Director of Laboratories, St. Clair Memorial Hospital, Pittsburgh, Pennsylvania
1969-1971	Consultant Pathologist, Woodville State Hospital
1973-1999	Chairman, Department of Pathology, and Chief Pathologist, St. Francis Central Hospital (formerly Central Medical Center & Hospital), Pittsburgh, PA, 1973-1996 ▪ Chairman, Tumor and Tissue Committee, 1974-1996 ▪ Member, Board of Directors, 1975-1982 ▪ Member, Medical Staff Executive Committee, 1975-1999 ▪ President, Medical Staff, 1995-1997 ▪ Director of Forensic Pathology, 1997-1999
1973-2003	Consultant Pathologist, Mayview State Hospital
1978-1992	Pathologist and Laboratory Director, Podiatry Hospital of Pittsburgh
1985-1991	Consultant Pathologist and Director, Latrobe Laboratory, MDS Health Group, Ltd.
1992-1999	Consultant Pathologist, Torrance State Hospital

ARMED FORCES

1959-1961	Captain, United States Air Force (Medical Corps) - Active Duty
1961-1963	Captain, Inactive Reserve, United States Air Force (Medical Corps)

TEACHING APPOINTMENTS

1957-1959	Teaching Fellow, Department of Pathology, University of Pittsburgh School of Medicine
1962-1963	Lecturer, Law-Science Academy of America
1962-1964	Lecturer in Legal Medicine, University of Pittsburgh School of Medicine
1962-1964	Clinical Instructor in Pathology (Forensic Pathology), University of Pittsburgh School of Medicine
1963-1997	Adjunct Associate Professor of Epidemiology, University of Pittsburgh Graduate School of Public Health
1964-1966	Clinical Instructor in Medicine (Legal Medicine), University of Pittsburgh School of Medicine
1964-1969	Director, Institute of Forensic Sciences, Duquesne University School of Law
1964-1971	Clinical Assistant Professor of Pathology, University of Pittsburgh School of Medicine
1964-1984	Research Professor of Law, Duquesne University School of Law
1971-1996	Clinical Associate Professor of Pathology, University of Pittsburgh Schools of Medicine and Dental Medicine
1974-present	Adjunct Professor of Pathology and Legal Medicine, Duquesne University School of Pharmacy
1984-present	Adjunct Professor of Law, Duquesne University School of Law
1988-1998	Lecturer, Pennsylvania State Police Academy, Greensburg Barracks
1991-present	Adjunct Professor, Duquesne University John G. Rangos, Sr. Graduate School of Health Sciences
1991-2000	Member, Advisory Committee, Duquesne University Graduate School of Health Sciences
1996-present	Clinical Professor of Pathology, University of Pittsburgh School of Medicine
1996-2006	Clinical Professor of Pathology, University of Pittsburgh School of Dental Medicine
1997-present	Adjunct Professor of Epidemiology, University of Pittsburgh Graduate School of Public Health
2003-present	Distinguished Professor of Anatomy, Carlow University
2006-2010	Adjunct Professor of Law, Aristotle University College of Law, San Diego
2007-present	Adjunct Professor and Consultant in Forensic Science, Albany State University, Georgia

VISITING PROFESSORSHIPS AND SPECIAL GUEST LECTURES

1963-present	Special Guest Lecturer, Numerous Professional Organizations, Academic Institutes and Programs, and Governmental Agencies - United States and Foreign Countries (More than 500)
1964	University of Texas School of Law, Law and Medicine Course
1973	Harvard University School of Law
1979	Southern Illinois University Medical and Law School (One of three keynote speakers, along with Supreme Court Justice Harry Blackmun and President of the Illinois State Bar Association)
1985	Ministry of Health, Singapore (Special Invitee, Keynote Speaker)
1988	Royal Society of Medicine Inaugural Meeting, Section on Clinical Forensic Medicine, London (Special Invitee, Keynote Speaker)

1988	Bicentennial Celebration, Australian Medical Association, Cairns (Special Invitee, Plenary Session Speaker)
1988	International Congress on Forensic Sciences, Forensic Medicine Association of China, Beijing (Designated Member, International Organizing Committee, and Vice Chairman-Speaker)
1992	Yale University School of Medicine, Grand Rounds
1996	Symposium Director and Special Guest Lecturer, Quinnipiac College, Dedication of New Law School, New Haven, Connecticut
2001	Annual Special Guest Lecturer, Mount Sinai Hospital, New York, New York
2002	The Chao Tzee Cheng Visiting Professor and Guest Lecturer in Pathology & Forensic Science, National University of Singapore
2002	Lee Kuan Yew Distinguished Scholar, National University of Singapore
2002	Distinguished Lecturer, Annual Meeting, Philippine Society of Pathologists, Manila, Philippines
2002	Special Guest Lecturer, Criminology Club of Western Connecticut State University, "Forensic Issues in the JonBenet Ramsey and other Famous Cases"
2002	Special Guest Lecturer, Annual User Group Meeting, Panorama Business Views, Toronto, Canada
2002	Guest Lecturer, "Some of My Most Interesting Cases" and "Ethical & Medical-Legal Issues in Medicine", Summer Speakers Program, Congregation Shirat HaYam, Nantucket, Massachusetts
2002 & 2004	H. Horton Rountree Distinguished Lecturer in Health Law, East Carolina University, Brady School of Medicine, Greenville, North Carolina
2002	Featured Speaker, 10th Annual American Association of Forensic Examiners Meeting, Coronado Springs Resort, Walt Disney World, Florida
2002	Conference Co-Chairman, "Law, Family and Violence: A Multidisciplinary Symposium, Annual Forensic Science and Law Conference", Duquesne University, Pittsburgh, Pennsylvania
2002	Lecturer, Allegheny County Bar Foundation, Juvenile Court Project and Community Legal Services
2002 & 2003	Guest Speaker, Aventura Chamber of Commerce, Florida
2002 & 2003	Guest Lecturer, Aventura Turnberry Jewish Center, Florida
2003	Drs. John M. Jr., and Josephine J. Templeton Guest Lecturer, "Analysis and Consideration of Trends in Violent Deaths: A National and Local Review", Annual Meeting of American Trauma Society, Pennsylvania Division, Hershey, Pennsylvania
2003	Guest Lecturer, Hirsh Medical/Legal Lecture Series, Georgetown University, Grand Rounds, March 2003
2003	Lecturer, Habeas Corpus Resource Center, Spring Conference, San Francisco
2003	Lecturer, Northern Chapter of American College of Surgeons, San Francisco
2003	Guest Lecturer, "Some of My Most Interesting Cases", Palm Beach County Trial Lawyers Association Dinner Meeting, Florida
2003	Course Director and Lecturer, "CMI Review Course", American College of Forensic Examiners International, New York
2003	Course Director and Lecturer, "Certified Medical Investigator Certification Program", American College of Forensic Examiners International, National Conference, Arizona

2003	Guest Lecturer, "How Forensic Pathology is Used to Prove Your Case: Working with the Medical Examiner", Trial Advocacy Seminar, Palm Beach County Trial Lawyers Association, Florida
2003	Guest Lecturer, "The Role of Forensic Pathologists in DNA Use: From Autopsy to Courtroom", and "The Role of Forensic Sciences in the Investigation of Random Acts of Violence and Mass Murders", Nebraska Institute of Forensic Sciences, Forensic Science, DNA, & the Law: Reining in the Revolution, National Conference, Lincoln, Nebraska
2004	Guest Lecturer, "JFK Assassination", Alabama Osteopathic Medical Society Annual Meeting, Destin, Florida
2005	Guest Lecturer, "Controversial Deaths of the Rich and Famous", 11th Annual Investigation for Identification Educational Conference, Pensacola, Florida
2005	Keynote Speaker, "Expert Witness Workshop", Mid-Atlantic Association of Forensic Scientists Annual Meeting, Pittsburgh, Pennsylvania
2005 & 2006	Guest Lecturer, "Medico Legal and Scientific Investigation – Forensic Case Studies", 10th and 11th Annual Smoky Mountain Criminal Justice Conferences, Gatlinburg, Tennessee
2006	Guest Lecturer, "Role of Forensic Scientist in the Evolution of Criminal Justice Reform in the United States", 13th Annual Alzheimer's Association Meeting, New Mexico Chapter, Roswell, New Mexico
2006	Guest Lecturer, "The Role of the Medical Examiner/Coroner after a Disaster", 54th House of Delegates & Annual Scientific Meeting, American Association of Physician Specialists, Inc., Vancouver, British Columbia
2006	Keynote Speaker, "Great Forensic Cases and their Investigations", Nebraska Institute of Forensic Sciences, Crime Scene Reconstruction Conference, Lincoln, Nebraska
2007	Featured Speaker with Dr. Henry Lee, "The Role of the Forensic Scientist in Controversial, Politically Charged Death Investigations Internationally", American Academy of Forensic Sciences 59th Annual Meeting, San Antonio, Texas
2007	Keynote Speaker, "Great Forensic Cases and Their Investigations", Forensic Science Symposium, Albany State University, Albany, Georgia
2007	Guest Lecturer and Visiting Professor, "Law Enforcement Training", University of Alaska Anchorage, Alaska Medical Examiner's Office
2007	Guest Lecturer, "Managing Mass Fatalities", 6th UCLA Conference on Public Health and Disasters, Torrance, California
2007	Moderator, "Issues & Challenges in the Identification & Management of Mass Disaster Victims", "Coordinating Federal, State and Local Mass Disaster Response Policy & the Legal, Constitutional and Jurisdictional Issues Involved", and "The Role of Forensic Pathologists & D MORT in Mass Disasters", Nebraska Institute of Forensic Sciences, 4th Annual Forensic Sciences Symposium: Forensic Investigation & Management of Mass Disasters/Medico-Legal Investigation of Child Abuse Cases, Lincoln, Nebraska
2009	Featured Lecturer Presentation, Wecht, C.H., Lee, H.C., and Baden, M.M. "New Investigative Techniques and Scientific Advancements for Forensic Scientists in the Future", American Academy of Forensic

Sciences, 61st Annual Scientific Meeting, Colorado Springs, Colorado, February 16-21, 2009

2009 Featured Lecturer, "Medical Legal and Forensic Scientific Objectivity in Celebrity and Nationally Prominent Cases: Can Truth Withstand the News Media Onslaught?", American College of Legal Medicine, 49th Annual Meeting, Las Vegas, Nevada, February 27-March 1, 2009

2009 Featured Lecturer, "The Silent Witness: Using Forensic Evidence to Win Your Case", Criminal Defense Summit, Las Vegas, Nevada, March 17, 2009

2009 Featured Lecturer, "Disaster Medicine: The Role of the Forensic Pathologist", American Board of Disaster Medicine, American Board of Physician Specialties, International Conference, Tampa, Florida, March 26-27, 2009

2009 Featured Lecturer, "Coroners and Medical Examiners: Scope of Authority and Responsibility", American Board of Disaster Medicine, American Association of Physician Specialists, Inc., Annual Scientific and House of Delegates Meeting, San Diego, California, June 22-27, 2009

2009 Featured Lecturer, "A Forensic Perspective Involved in Investigations Dealing with Various Famous Cases Including the Caylee Anthony Case", Florida Association of Private Investigators, Inc., Annual Litigation and Investigators Conference, Tampa, Florida, August 21, 2009

2009 Keynote Speaker, "Great Forensic Cases & Their Investigations", Nebraska Institute of Forensic Sciences and American Board of Legal Medicine, Crime Scene Reconstruction Conference, Kearney, Nebraska, September 18, 2009

2009 Keynote Speaker, "Strengthening Forensic Science in the U.S. - Report of The National Academy of Sciences", Beaver County Bench-Bar Conference, Beaver County, Pennsylvania, October 2, 2009

2009 Featured Lecturer, "Challenges and Opportunities for Forensic Scientists in Future Years", American College of Forensic Examiners Institute, 2009 National Conference, Las Vegas, Nevada, October 14, 2009

2009 Featured Lecturer, "The Political Assassinations of President Kennedy and Dr. King – What Were They All About?", COPA, 15th Anniversary Regional Meeting, Dallas, Texas, November 20-22, 2009

2010 Featured Lecturer Presentation, "...Horse to Water - How to Educate Legal and Forensic Communities Concerning the Processes and Importance of Expert and Scientific Evidence in the Law", American Academy of Forensic Sciences, 62nd Annual Meeting, Seattle, Washington, February 22-27, 2010

2010 Featured Lecturer, "A Fifty Year History of the American College of Legal Medicine - Highlights and Accomplishments", American College of Legal Medicine, 50th Annual Meeting, Orlando, Florida, March 4-7, 2010

2010 Featured Lecturer, "The Silent Witness: Using Forensic Evidence to Win Your Case and Handling the Scientific Controversies", Criminal Defense Summit, Las Vegas, Nevada, April 8, 2010

2010 Featured Lecturer, "The Silent Witness: Using Forensic Evidence to Determine the Manner and Cause of Death", New Jersey Association

for Justice Educational Foundation, Annual Convention and Boardwalk Seminar, Atlantic City, New Jersey, April 22, 2010

2010 Special Guest Lecturer, "Recognizing a Potential Crime Scene Following a Disaster", National Aeronautics and Space Administration, and American Board of Disaster Medicine, 2010 NASA Occupational Health Meeting, San Antonio, Texas, June 7, 2010

2010 Keynote Speaker, "The Need for Competent Medical-Legal Investigation in Death Cases Involving Potential Civil or Criminal Litigation", Mississippi State Coroner-Medical Examiner Association, Annual Summer Conference, Biloxi, Mississippi, June 22-25, 2010

2010 Keynote Speaker, "Some of My Most Interesting Cases - From JFK and RFK to OJ and JonBenet", Cremation Association of North America, 92nd Annual Convention, Waikiki, Honolulu, Hawaii, August 5, 2010

2010 Keynote Presentation, Wecht, C.H., and Lee, H.C. "Some of Their Most Notable Cases", American College of Forensic Examiners Institute, National Conference, Orlando, Florida, September 23, 2010

2010 Featured Speaker, "Role of Forensic Scientists in Civil and Criminal Cases", American College of Forensic Examiners Institute, National Conference, Orlando, Florida, September 23, 2010

2010 Keynote Address, "Lessons from the Coroner: Medicolegal Problems Associated with Vascular Access Procedures - Vascular Access Accidents - Lessons to be Learned from Coroners and Medical Examiners", Association for Vascular Access, 24th Annual Scientific Meeting Washington, DC, September 26, 2010

2010 Featured Speaker, "Medical Legal Investigation", The Henry C. Lee Institute of Forensic Science at the University of New Haven, 19th Annual Markle Symposium, West Haven, Connecticut, September 27, 2010

2010 Keynote Speaker, "Determining Cause and Mechanism of Death in Insurance Cases", National Association of Subrogation Professionals, 12th Annual Educational Conference, Dallas, Texas, November 7-10, 2010

2010 Keynote Speaker, "The Role of the Forensic Scientist in Maintaining Integrity in the Criminal Justice System - Forensic Scientists and Prosecutorial Bias (Impact of the 2009 National Academy of Sciences Report)", South Texas Law Review's 17th National Ethics Symposium, South Texas School of Law, Houston, Texas, November 12, 2010

2010 Featured Lecturer, "Forensic Science and the Assassination of President Kennedy", Coalition on Political Assassinations, Annual Regional Meeting of COPA, Dallas, Texas, November 20, 2010

2011 Featured Lecturer Presentation, Wecht, C.H., Welner, M., and Lee H.C. "Relevant, Reliable, and Valid Forensic Science - Application and Utilization in Pre-Trial Case Analysis and Trial Testimony", American Academy of Forensic Sciences, 63rd Annual Scientific Meeting, Chicago, Illinois, February 22, 2011

2011 Featured Lecturer, "Civil and Criminal Defense Trial Attorneys: Relevant Issues and Relationships with Forensic Pathologists", American Academy of Forensic Sciences, 63rd Annual Scientific

Meeting, Chicago, Illinois, February 24, 2011

2011 Featured Speaker, "The Need for Medical-Legal Education in Medical Schools and Post-Graduate Residency Programs", American College of Legal Medicine, 51st Annual Meeting: Medicine and Law for Healthcare Professionals, Las Vegas, Nevada, February 26, 2011

2011 Multimedia Stage Presentation, Wecht, C.H., Lee, H.C., and Geragos, M. "The Three Sleuths: The Real CSI: Where Truth is Often Stranger than Fiction and the Dead Do Tell Tales", at *Paris*, Las Vegas, Nevada, March 11-13, 2011

2011 Featured Lecturer, "Determining Cause and Manner of Death: An Approach to Dealing with the Forensic Pathologist", California Public Defenders Association, 11th Annual Public Defender Las Vegas Retreat, Las Vegas, Nevada, April 2, 2011

2011 Featured Speaker, "Police-Related Deaths – Investigation, Analysis, and Prevention", American College of Forensic Examiners Institute, 2011 Executive Summit, Branson, Missouri, October 14, 2011

MEDICAL LICENSES

1957 Diplomate, National Board of Medical Examiners
1957-present Pennsylvania
1962-2007 California
1963-2005 Maryland

MEDICAL SPECIALTY CERTIFICATION

1963 Diplomate, American Board of Pathology, Anatomic and Clinical Pathology
1964 Diplomate, American Board of Pathology, Forensic Pathology
1982 Charter Diplomate, American Board of Legal Medicine
2006 Charter Diplomate, American Board of Disaster Medicine
- Vice President, 2006

MEDICAL SOCIETIES AND SCIENTIFIC ORGANIZATIONS

1957-present Allegheny County Medical Society
- Member, Grievance Committee, 1965-1968
- Delegate of Pennsylvania Medical Society, 1968-1970
- Member, Board of Directors, 1968-1971
- Member, Drug Abuse Committee, and Chairman, 1970-1974
- Member, Medical-Legal Committee, and Chairman, 1973-1974
- Chairman, Medical-Legal Committee, 1998
- Member, Committee for the Medical Examiner System
- Member, Anesthesia Mortality Committee

1957-present Pennsylvania Medical Society
- Member, Commission on Forensic Medicine, 1969-1977

1957-present American Medical Association
- Physician's Recognition Award, 1970-present

1957-present	Pittsburgh Pathology Society
1960-present	Fellow, College of American Pathologists ▪ Inspector, 1991-1992
1961-present	Fellow, American Society of Clinical Pathologists
1963-1985	Pan American Medical Association
1963-1988	American Association for the Advancement of Science
1963-present	Pennsylvania Association of Pathologists ▪ Co-Chairman, Legislation Committee, 1965-1966
1964-1980	Pittsburgh Academy of Medicine
1965-1979	Pennsylvania Association of Clinical Laboratories, Inc. ▪ Member, Board of Directors, 1978-1980
1965-1983	International Association of Coroners and Medical Examiners
1965-1985	American Society of Forensic Odontology
1966-1976	Charles F. Bailey Chair for Cardiothoracic Surgery, Hahnemann University ▪ Member, Steering Committee
1970-1980 & 1996-present	Pennsylvania State Coroners Association
1973-1982	Pennsylvania Academy of Science
1973-1983	Baltimore Pathology Society
1974-1995	Fellow, American Physicians Fellowship for the Israel Medical Association
1988-2006	Royal Society of Medicine ▪ Member, Clinical Forensic Medicine Section ▪ Member, Accident and Emergency Medicine Section
1991-1995	Pittsburgh Medical Forum
2006-present	American Academy of Disaster Medicine ▪ Vice President, 2006
2006-present	Depravity Scale Advisory Board ▪ Member, Board of Advisors
2006-present	American College of Forensic Examiners International ▪ Chair, Executive Advisory Board, 2009-present
2006-present	American Board of Forensic Medicine ▪ Vice Chair, Executive Board, 2006-2009 ▪ Chair, Executive Board, 2009-present
2010	American College of Forensic Examiners Institute, American Board of Registered Investigators ▪ Registered Investigator ▪ Member, Board of Advisors

LAW LICENSES

1963	Pennsylvania ▪ United States District Court for the Western District of Pennsylvania ▪ Third Circuit Court of Appeals ▪ United States Supreme Court

LEGAL SOCIETIES

1962-1973	Western Pennsylvania Trial Lawyers Association
1963-1997	American Society of Hospital Attorneys

1963-present Allegheny County Bar Association
- Member, Medical-Legal Committee, 1973-1990
- Vice Chairman, Medical-Legal Committee, 1973
- Chairman, Medical-Legal Committee, 1974-1978
- Member, Building Committee, 1981-1988
- Member, Health Law Council, 1997-2002
- Honorary Senior Member, Health Law Council, 2002-present

1963-present Pennsylvania Bar Association
- Member, Joint Medico-Legal Committee
- Member, Medico-Legal Committee, 1981-1988
- Member, Senior Lawyers Committee, 1996-present

1963-present American Bar Association
- Member, Committee on Law and Medicine, 1973-present
- Vice-Chairman, Committee on Law and Medicine, 1973-1977
- Publications Vice-Chairman, Committee on Law & Medicine, 1975-1977
- Products, General Liability, and Consumer Law Committee, 1985-1988
- Toxic and Hazardous Substances Committee, 1985-1988
- Forum Committee on Health Law, 1985-1988

1964-1978 American Judicature Society

1965-1992 American Arbitration Association

1971-1973 Association of Trial Lawyers in Criminal Court, Allegheny County, PA

1972-1979 Association of Trial Lawyers of America
- Member, National Committee on Professional Negligence Insurance, 1968-1975
- Chairman, Committee on Liaison with Medical Associations, 1969-1973
- Member, Medical Malpractice Committee, 1975-1976
- Member, Professional Legislative Affairs Committee, 1975-1976

1973-1976 Federal Bar Association
- Chairman, Tort Section, Pittsburgh Chapter, 1976

1973-1978 Pennsylvania Trial Lawyers Association

1974-1982 Member, SCRIBES (Society of Legal Writers)

1989-1992 American Association of Law Schools
- Member, Law and Psychiatry Section

MEDICAL-LEGAL SOCIETIES

1962-present Fellow, American Academy of Forensic Sciences
- Interview Coordinator, Mid-Atlantic States, 1966
- Chairman, Legislative Affairs Committee, Pathology Section, 1966
- Secretary, Pathology and Biology Section, 1967-1969
- Chairman, Pathology and Biology Section, 1968-1969
- Member, Executive Committee, 1968-1973
- Associate Program Chairman, 1969 Annual Meeting
- Program Chairman, 1970 Annual Meeting
- President-Elect, 1970-1971
- President, 1971-1972

- Liaison Representative to the Association of Trial Lawyers of America, 1977-1980
- Chairman, International Relations Committee, 1977-1982
- Co-Chairman, International Relations Committee, 1978-1988
- Member, Select Committee of Past Presidents, 1980-1981

1963-present Pittsburgh Institute of Legal Medicine
- Director and President

1964-present Fellow, American College of Legal Medicine
- Member, Board of Governors, 1965-1976
- Vice President, 1968-1969
- President, 1969-1972
- Chairman, Honorary Fellowship Committee, 1973-1977
- Member, Legislation Committee, 1974-1978
- Member, Medical Malpractice Committee, 1975-1976
- Member, Nominating Committee, 1975-1976, and Chairman, 1988
- Member, Projects Committee, 1975-1976
- Member, Ad Hoc Task Force on Death and Dying, 1978-1979
- Program Chairman, 1979 Annual Meeting
- Member, Publications Committee, 1979-present
- Member, Select Committee on Policy and Planning, 1983-present
- Chairman, Judicial Council Committee, 1984-1988
- Vice President, Board of Trustees, ACLM Foundation, 1985-1987, and Chairman, 1987-Present
- Member, Education Committee, 1989-present
- Chairman, Ad Hoc Legal Medicine Library Committee, 1989-1991
- Member, Finance Committee, 1992-present
- Chairman, 800-HELP Line Task Force, 1993-present
- Member, Referral Committee, 1995-present
- Chairman, Senior Members Committee, 2003-present

1965-2000 International Association for Accident and Traffic Medicine
- Member, Executive Council
- Secretary-General, 1966-1969
- Vice President, 1970-1973

1965-present International Academy of Legal Medicine and Social Medicine
- Vice President, 1976-1979
- National Correspondent for North America, 1976-1984

1966-1970 Fellow, Law-Science Academy of America
- Vice Chancellor and Member, Board of Trustees

1966-present International Association of Forensic Sciences
- Vice President, 1975-1978

1966-present National Association of Medical Examiners
- Member, Board of Directors, 1976-1978

1968-2000 Association for the Advancement of Automotive Medicine

1970-1984 Fellow, International Academy of Law and Science
- Member, Board of Regents, 1966-1969

1972-1999 American Association of Medico-Legal Consultants
- Vice President

1973-present Fellow, British Academy of Forensic Sciences

1973-2006 Fellow, Forensic Science Society of England

1974-1978 Fellow, American Society of Legal and Industrial Medicine (Formerly American Academy of Compensation Medicine)

1977-1996	American Society for Testing and Materials ▪ Chairman, Committee E-30 on Forensic Sciences
1977-1996	National Foundation for the Study of Health Science Liability ▪ Member, Board of Directors
1978-1981	The Forensic Sciences Foundation, Inc. ▪ Member, Board of Trustees
1979-1995	Pan American Association of Forensic Sciences ▪ Member, Organizing Committee
1980-1982	United Physicians Association/United Physicians Insurance ▪ Member, Board of Directors
1981-present	American Board of Legal Medicine ▪ Chairman, Program Development Committee on Forensic Medicine, 1984-present ▪ Chairman, Board of Trustees, 1986-1995
1985-1995	International Society of Clinical Forensic Medicine ▪ Vice President
1987-2002	American Medico-Legal Foundation ▪ Member, Board of Directors
1987-present	American College of Legal Medicine Foundation ▪ Chairman, Board of Trustees, 1989-1995
1990-present	Fellow, Royal Society of Medicine, London, England
2000-present	Cyril H. Wecht Institute of Forensic Science and Law, Duquesne University School of Law ▪ Chairman, Advisory Board

HONORARY LIFE FELLOWSHIPS IN PROFESSIONAL SOCIETIES

1970	Spanish Association of Forensic Medicine
1972	Society of Legal Medicine and Criminology of France
1978	American Society of Law, Medicine, and Ethics Inc.
1979	Medical-Legal Society of Brazil
1980	Mexico Association of Legal Medicine
1981	Society of Legal Medicine of Belgium
1983	Yugoslav Association for Forensic Medicine
1985	Society of Psychiatry, Neurology, and Legal Medicine of Columbia, South America
2003	American College of Forensic Examiners International

NATIONAL CONFERENCES ORGANIZED AND SPONSORED BY THE CYRIL H. WECHT INSTITUTE OF FORENSIC SCIENCE AND LAW DUQUESNE UNIVERSITY, PITTSBURGH, PENNSYLVANIA

2000	"Forensic Science and the Law: A Multi-disciplinary Approach by the Professional Community to the Medicolegal Investigation of Crimes, Personal Injury and Death." Inaugural Forensic Science and Law Conference, October 27-28, 2000.
2001	"DNA and the Law: Reining in the Revolution. A National Conference Exploring the Capabilities and Limitations of DNA Testing." 2nd

Annual Forensic Science and Law Conference, November 30-December 1, 2001.

2002 "Law, Family and Violence: A Multidisciplinary Symposium. A National Conference to Advance Legal, Scientific and Social Strategies for Combating Child, Domestic and Elder Abuse." 3rd Annual Forensic Science and Law Conference, November 7-9, 2002.

2003 "Solving the Great American Murder Mystery: A National Symposium on the 40th Anniversary of the JFK Assassination." 4th Annual Forensic Science and Law Conference, November 20-23, 2003.

2004 "Tracking Terrorism in the 21st Century: A National Symposium on the Roles of Science and Law in Detecting, Investigating and Adjudicating Political Violence." 5th Annual Forensic Science and Law Conference, October 21-23, 2004.

2006 "Justice for All: A National Symposium on the Role of Forensic Science in the Evolution of Criminal Justice Reform in America." 6th Annual Forensic Science and Law Conference, April 20-22, 2006.

2007 "Preserving Evidence, Saving Lives: The Roles of Forensic Science, Medicine and the Law in Mass Disaster Response." 7th Annual Forensic Science and Law Conference, March 29-31, 2007.

2008 "Where Fact Meets Fiction: A National Symposium on the Intersection of Forensic Science and Pop Culture." 8th Annual Forensic Science and Law Conference, April 3-5, 2008.

2009 "Evidence in the Information Age: A National Symposium on the Collection, Analysis and Legal Application of Digital Evidence." 9th Annual Forensic Science and Law Conference, October 23-24, 2009.

2010 "Cause of Death: An Interdisciplinary Look at the State of Forensic Death Investigation." 10th Annual Forensic Science and Law Conference, November 19-20, 2010.

2011 "Predators and Their Prey: Forensic Scientific and Legal Perspectives on the Investigation and Prosecution of Violent Offenders." 11th Annual Forensic Science and Law Conference, October 21-22, 2011.

Other Major Conferences:

2008 "Making Sense of the Sixties: A National Symposium on the Assassinations and Political Legacies of Martin Luther King Jr., Robert F. Kennedy and John F. Kennedy." (Panel Discussion), October 5, 2008.

2009 "Does Forensics Need Fixing? A Seminar on the National Academy of Sciences' 2009 Report on the Future of Forensic Science in the U.S." (Panel Discussions), September 11, 2009.

SEMINARS ORGANIZED AND SPONSORED BY THE CYRIL H. WECHT INSTITUTE OF FORENSIC SCIENCE AND LAW DUQUESNE UNIVERSITY, PITTSBURGH, PENNSYLVANIA

Forensic Fridays Professional Education Seminar Series

Spring 2010	"Forensic Issues in Medical Malpractice Cases." (Lecture and Panel Discussion), *Forensic Fridays* professional education seminar Series, February 12, 2010.
	"Is Football Bad for the Brain? Forensic Scientific, Medical-Legal and Societal Aspects of the Concussion Debate." (Panel Discussion), *Forensic Fridays* professional education seminar series, March 12-13, 2010.
	"Accident Reconstruction in Personal Injury Cases." (Lecture and Panel Discussion), *Forensic Fridays* professional education seminar Series, April 9, 2010.
Fall 2010	"Medical and Recreational Marijuana: Scientific, Legal and Societal Considerations." (Lecture and Panel Discussion), *Forensic Fridays* professional education seminar series, November 5, 2010.
Spring 2011	"How to Find and Work with the Right Expert for Your Legal Needs." (Lecture and Panel Discussion), *Forensic Fridays* professional education seminar series, February 18, 2011.
Fall 2011	"Truth Crushed to Earth: A Collaborative Seminar on the Martin Luther King Assassination." (Lecture and Panel Discussion), *Forensic Fridays* professional education seminar series, August 26, 2011.

INTERNATIONAL MEDICAL-LEGAL SEMINARS ORGANIZED AND SPONSORED BY PITTSBURGH INSTITUTE OF LEGAL MEDICINE

Countries/Governmental, Academic and Professional Co-Sponsors

1965	Italy ▪ Institute of Legal Medicine, University of Rome
1966	Mexico ▪ Institute of Legal Medicine and Forensic Sciences
1967	England, Scotland, Ireland ▪ Institute of Legal Medicine and Forensic Sciences
1968	Japan, Thailand, Philippines, Singapore, Hawaii ▪ Medical-Legal Society of Japan ▪ Tokyo Medical Examiner's Office ▪ Honolulu Medical Examiner's Office ▪ Police Forensic Science Lab, Hong Kong ▪ Yokohama City University School of Medicine ▪ Kyoto University School of Medicine ▪ University of Santo Tomas Manila ▪ University of Medical Sciences, Bangkok
1969	Israel and Greece ▪ Institutes of Legal Medicine and Forensic Sciences

1970 Spain and Portugal
- Spanish Association of Forensic Medicine
- Institute of Legal Medicine, Lishon
- Institute of High Culture, Ministry of National Education, Portugal

1971 Sweden, Norway, Denmark
- Scandanavian Medical-Legal Society
- Ministries of Health and Justice, Sweden, Norway, Denmark
- Institute of Legal Medicine, Stockholm
- Institute of Legal Medicine, Oslo
- Institute of Legal Medicine, Copenhagen

1972 Italy and Austria
- Italian Medical-Legal Society
- Institute of Legal Medicine, University of Rome
- Institute of Legal Medicine, University of Florence
- Institute of Legal Medicine, University of Venice
- Institute of Legal Medicine, University of Vienna

1973 Egypt and Israel
- Israel Society of Medicine and Law
- Hebrew University – Hadassah Medical School
- Legal and Legislative Department, Kupat Holim

1974 Africa
- Ivory Coast, Ghana, Kenya, Tanzania, Ethiopia
- African Society of Forensic Sciences
- University of Ghana Medical School, Ghana Ministry of Health
- Institute of Criminology, University of Abidjan
- National Public Health Laboratory Service, Kenya
- Ethiopian Medical Association

1975 Brazil, Argentina, and Peru
- Institute of Legal Medicine, Rio de Janiero
- Faculty of Medicine, University of Buenos Aires
- San Marcos University, Lima

1976 France, Belgium, and Holland
- Institute of Legal Medicine and Forensic Sciences

1977 Romania, Yugoslavia, and Hungary
- Institute of Legal Medicine and Forensic Sciences

1978 Institute of Legal Medicine and Forensic Sciences
- Institute of Legal Medicine and Forensic Sciences

1979 Turkey and Iran
- Institute of Legal Medicine and Forensic Sciences

1980 China and Hong Kong
- Institute of Legal Medicine, Hong Kong and
- Various Academic and Governmental Medical and Legal Institutions and Agencies in the People's Republic of China

1981 Greece and Italy
- Institute of Legal Medicine and Forensic Sciences

1988 Israel and Egypt
- Israel Society of Medicine and Law
- Egyptian Society of Forensic Medical Sciences

NATIONAL PROFESSIONAL ADVISORY BOARDS

1962-1968	The National Center for Professional Seminars ▪ Member, Board of Advisors
1965-1967	The Milton Helpern International Center for the Forensic Sciences ▪ Member, Advisory Board
1966-1990	The Western Conference on Criminal & Civil Problems ▪ Member, Scientific Advisory Committee on Legal Medicine
1967-1983	Touro Law School ▪ Member, National Advisory Board
1969-1975	Pennsylvania Commission on Crime and Delinquency ▪ Member, Allegheny Regional Advisory Committee
1975-1980	Amnesty International USA ▪ Member, Advisory Committee
1975-1980	Assassination Archives and Research Center ▪ Member, Board of Advisors
1975-1988	Odyssey House Institute for Law & Medicine ▪ Member, Advisory Board
1976	American Legionnaires' Disease ▪ Ad Hoc Member, National Scientific Advisory Committee
1981	Secretary's Commission on Medical Malpractice ▪ Member, Health Advisory Panel (U.S. Department of Health, Education and Welfare)
1990-2000	Citizens for Truth about the Kennedy Assassination ▪ Member, Board of Directors
1994-present	Coalition on Political Assassinations ▪ Chairman, Executive Committee, 1994-2000
1995-2001	The Center for the Preservation of Modern History ▪ Member, Advisory Board
2003-present	Nebraska Institute of Forensic Sciences ▪ Founding Member, Board of Directors ▪ Board Vice Chair, Advisory Board Member
2006-present	American Board of Disaster Medicine ▪ Board Vice Chair, 2006

COMMUNITY ACTIVITIES

1963-1990	American Jewish Committee ▪ Member, Board of Trustees, Pittsburgh Chapter, 1963-1967, 1969-1971
1964-1965	American Jewish Congress
1965-present	Young Men & Women's Hebrew Association, Jewish Community Center ▪ Member, Board of Directors, 1969-1972
1965-present	National Association for the Advancement of Colored People (NAACP) ▪ Lifetime Member
1967-1985	Health and Welfare Association of Allegheny County ▪ Member, Suicide Prevention Committee
1970-1980	United Cerebral Palsy Association of the Pittsburgh District ▪ Member, Board of Directors
1971-1976	Pennsylvania Guild for Infant Survival, Inc., Pittsburgh Chapter

- Co-Founder and Honorary Chairman

1972-1980 Jewish Community Relations Council of Pittsburgh
- Board Member and President, 1978

1976-1977 Chairman, Pittsburgh Conference on Soviet Jewry
- Member, National Lawyers Committee

1976-present Zionist Organization of America, Pittsburgh Chapter
- Member, Board of Directors
- Vice President, 1983-1991 and 1996-present
- Honorary Board Member, 1994-1995

1977-1979 Chairman, Allegheny County Council on Alcohol and Drug Abuse

1977-1982 American Red Cross, Pittsburgh-Allegheny County Chapter
- Medical-Legal Consultant, Executive Water Safety Committee

1977-2000 United Jewish Federation
- Member, Community Relations Committee, 1985-1988

1978-1992 Allegheny Regional Planning Council of the Governor's Justice Commission

1978-1998 Kollel Bais Yitzchok Institute for Advanced Torah Studies
- Member, Board of Directors

1981-1991 Urban League

1981-1991 National Foundation for Ileitis & Colitis, Inc.
- Member, Board of Directors

1986-present Anti-Defamation League of B'Nai B'rith
- Member, Board of Directors, 1988-1992

1989-1992 Intestinal Disease Foundation, Inc.
- Member, Board of Directors
- Honorary Board Member, 1992-2000

1992-1994 Jewish Family and Children's Service of Pittsburgh
- Member, Board of Directors

1992-1994 Patrons for a Drug Free Community
- Member, Board of Advisors

1996-present Sudden Infant Death Syndrome Alliance
- Member, Advisory Committee

1997-2001 Childhood Leukemia Foundation
- Celebrity Advisory Board

2002-2003 Violence Prevention Task Force
- Chairman, Allegheny County

2003 Jewish National Fund "Tree of Life Award"
- Program Committee Vice-Chair

2003-2009 Jewish Family Assistance Fund
- Member, Board of Directors

2003-2008 Amen Corner
- Advisory Board

2007-present Academy of Court Reporting
- Member, Advisory Board

2008-present Sexual Assault Response Team of Allegheny County (SARTAC)
- Member, Board of Directors

TESTIMONY IN FOREIGN COUNTRIES

Australia, Bahamas, Canada, China, Israel, Philippines, Singapore, Taiwan

POSTMORTEM EXAMINATIONS CONDUCTED IN FOREIGN COUNTRIES

Bahamas, Israel, Pakistan, Philippines, Taiwan

GOVERNMENTAL POSITIONS

1964-1965	Assistant District Attorney and Medical-Legal Advisor to the District Attorney, Allegheny County, Pennsylvania
1966-1970	Chief Forensic Pathologist, Allegheny County Coroner's Office, Pittsburgh, Pennsylvania
1970-1980	Coroner, Allegheny County, Pennsylvania ▪ Co-Director of Education, Forensic Pathology Fellowship
1971-1980	Director, Residency Training Program (Officially approved by the American Board of Pathology and the American Medical Association) ▪ Co-Director, 1996-2005
1980-1994	Member, Board of Health, Allegheny County, Pennsylvania ▪ Member, Pesticide Advisory Subcommittee ▪ Member Ad Hoc Committee to Study Health Effects of Air Pollution
1980-1984	Member, Allegheny County Board of Commissioners
1980-1984	Chairman, Allegheny County Prison Board
1996-2006	Coroner, Allegheny County, Pennsylvania
2003-2005	Forensic Pathology Consultant and Lecturer, C.I.A., Medical Division
2006	Chief Medical Examiner, Allegheny County

GOVERNMENTAL AND POLITICAL POSITIONS

1972-1984	Elected Member, Allegheny County Democratic Committee, 14th Ward
1976-1984	Elected Member, PA State Democratic Committee ▪ Elected Chairman, Allegheny County Delegation, 1978-1984
1978-1984	Elected Chairman, Allegheny County Democratic Committee
1978-1984	Elected Member, National Democratic Committee
1980, '82, '84	Elected Delegate, National Democratic Conventions
1982	Primary and General Elections - Democratic Party Nominee, U.S. Senate Campaign

PROFESSIONAL CONSULTANT POSITIONS

1968-1990	Consultant, Los Angeles County Medical Examiner-Coroner's Office: ▪ 1968 Robert F. Kennedy Assassination ▪ 1969 Sharon Tate/LaBianca Cases ▪ 1974 Symbionese Liberation Army Deaths (Patty Hearst Case)
1969-1988	Pathology Consultant, MDS Health Group, Ltd. ▪ Medical Director, Latrobe and Oakland Laboratories
1972	Consultant to Cook County Illinois Special Committee, Transition from Coroner to Medical Examiner System
1972-1980	Consultant in Pathology, and Member, Consulting Medical Staff, Woodville State Hospital

1972-present	Forensic Pathologist, Westmoreland County Coroner's Office
1973	Consultant to New York City Special Committee, Selection of New Medical Examiner
1973-1977	Western School of Health Business Careers, Inc.
1976-1979	ABC National Network, "20/20 Show" ▪ 1976 John F. Kennedy Assassination ▪ 1979 Elvis Presley Death
1977-1978	Firefighter Autopsy Advisory Panel, Federal Emergency Management Agency, United State Fire Administration
1977-1979	U.S. House of Representatives Select Committee on Assassinations, Forensic Pathology Panel
1978	Member, Special Expert Pathology Panel on American Legionnaires' Disease (Department of Health, Education and Welfare, Centers for Disease Control)
1982	Consultant and Guest Lecturer, U.S. Public Health Hospital, Panama Canal Zone
1985-1992	Consultant in Legal Medicine, Armed Forces Institute of Pathology
1985-2003	Forensic Science Consultants International
1988-present	Forensic Pathologist, Armstrong County Coroner's Office
1989-1991	Consultant in Forensic Pathology and Legal Medicine to the Chief Medical Examiner for the District of Columbia
1989-present	Forensic Pathologist, Fayette County Coroner's Office
1991	Consultant/Technical Advisor, Camelot Productions – "JFK", Oliver Stone/Alexander Ho, Producers
1993-present	Forensic Pathologist, Greene County Coroner's Office
1996	NBC and ABC, National Networks: Consultant, Commentator ▪ O.J. Simpson Case
1997-2005	Forensic Pathologist, Clarion County Coroner's Office
1998	Honorary Visiting Consultant to the Ministry of Health, The Bahamas
2005-2007	Forensic Pathologist, Indiana County Coroner's Office

BOOK AUTHORSHIP (GENERAL PUBLIC)

1993	Wecht, Cyril H., with Mark Curriden, and Benjamin Wecht. *Cause of Death: The Shocking True Stories Behind the Headlines – A Forensic Expert Speaks Out on JFK, RFK, Elvis, Chappaquiddick, and Other Controversial Cases.* New York: Dutton Publishing Co., 1993.
1995	Groden, Robert J., with Cyril H. Wecht. *The Search for Lee Harvey Oswald: A Comprehensive Photographic Record.* New York: Penguin Studio, 1995.
1996	Wecht, Cyril H., with Mark Curriden, and Benjamin Wecht. *Grave Secrets: A Leading Forensic Expert Reveals the Startling Truth about O.J. Simpson, David Koresh, Vincent Foster, and Other Sensational Cases.* New York: Dutton Publishing Co., 1996.
1998	Wecht, Cyril H., with Charles Bosworth, Jr. *Who Killed JonBenet Ramsey?: A Leading Forensic Expert Uncovers the Shocking Facts.* New York: Penguin Putnam, Inc., 1998.

2003 Wecht, Cyril H., with Greg Saitz, and Mark Curriden. *Mortal Evidence: The Forensics Behind Nine Shocking Cases.* New York: Prometheus Publishing Co., 2003.

2005 Wecht, Cyril H., with Mark Curriden, and Angela Powell. *Tales from the Morgue: Forensic Answers to Nine Famous Cases Including the Scott Peterson & Chandra Levy Cases.* New York: Prometheus Publishing Co., 2005.

2008 Wecht, Cyril H., with Dawna Kaufmann. *A Question of Murder: Compelling Cases from a Famed Forensic Pathologist Including Anna Nicole Smith, Daniel Smith, and More.* New York: Prometheus Books, 2008.

2011 Wecht, Cyril H., with Dawna Kaufmann. *From Crime Scene to Courtroom: Examining the Mysteries Behind Famous Cases.* New York: Prometheus Books, Oct. 2011.

PROFESSIONAL BOOKS - AUTHORSHIP AND EDITORIAL POSITIONS

1965 Wecht, C.H., Turshen, A., and Rule, W.R. *The Medico-Legal Autopsy Laws of the Fifty States and the District of Columbia* (Published by the Armed Forces Institute of Pathology)

1968-1982 Series Editor, *Legal Medicine Annual* (Published by Appleton-Century-Crofts Publishing Co.)

1971&1977 Wecht, C.H. Rev. ed. *The Medico-Legal Autopsy Laws of the Fifty States, the District of Columbia, American Samoa, the Canal Zone, Guam,Puerto Rico, and the Virgin Islands* (Published by the Armed Forces Institute of Pathology)

1972 Editor, *Exploring the Medical Malpractice Dilemma* (Published by Futura Publishing Co.)

1978-1998 Series Editor, *Legal Medicine* (Published by W.B. Saunders Co. to 1984; from 1985 Published by Praeger Publishing Co.; from 1989 Published by Butterworth Legal Publishers; from 1994 Published by The Michie Company)

1980 Co-Editor, *Microscopic Diagnosis in Forensic Pathology* (Published by Charles C. Thomas Co.)

1982-present Editor, *Forensic Sciences* - Five Volumes (Published by Matthew Bender & Co., Inc.)

1987-2008 Associate Editor, *Trauma* (Published by Matthew Bender & Co., Inc.)

1987 Co-Editor, *Handling Soft Tissue Injury Cases: Medical Aspects* - Three Volumes (Published by The Michie Company)

1989 Wecht, C.H., *United States Mediocolegal Autopsy Laws* (3rd Edition) (Published by Information Resources Press)

1989 Co-Editor, *Preparing and Winning Medical Negligence Cases* - Three Volumes (Published by The Michie Company)

1991 Co-Editor, *Medicolegal Primer* (Published by American College of Legal Medicine Foundation)

2000-present Member, Board of Editors, *Legal Medicine* American College of Legal Medicine

2003 Wecht, C.H., Berman, D.A., Wecht, D.N., Adler, B.H. "*So You Are Involved in a Lawsuit - What Happens Now? A Handbook for*

Plaintiffs, Defendants and Witnesses." (Published by Lawyers & Judges Publishing Company, Inc., Tucson, Arizona)

2004 Editor, *Forensic Aspects of Chemical and Biological Terrorism;* Package ed. (Published by Lawyers & Judges Publishing Company)

2004-present Associate Editor, *Legal Medicine* (7th Edition) American College of Legal Medicine

2005 Editor, *Crime Scene Investigation.* The Reader's Digest Association

2006 Koehler, Steven A., and Cyril H. Wecht. *Postmortem: Establishing the Cause of Death.* London: The Reader's Digest Association with Elwin Street Limited

2006 Co-Editor, *Forensic Science and Law: Investigative Applications in Criminal, Civil, and Family Justice* (Published by CRC Press, Taylor and Francis Group, Boca Raton, Florida)

2007 Associate Editor, *The Medical Malpractice Survival Handbook* American College of Legal Medicine (Published by Elsevier Inc.)

2008 Co-Editor with Matthias I. Okoye, *Forensic Investigation and Management of Mass Disasters* (Published by Lawyers & Judges Publishing Company)

2009 Editor, *Preparing and Winning Medical Negligence Cases* - New Expanded Single Volume (3rd Edition) (Published by Juris Publishing, Inc.)

2010 Wecht, C.H., Lee, H.C., Van Blaricom, D.P., Tucker, M. *Investigation and Prevention of Officer-Involved Deaths* (Published by CRC Press, Taylor and Francis Group, Boca Raton, Florida)

PROFESSIONAL PUBLICATIONS - EDITORIAL POSITIONS

1966-2006 Editor, *Scalpel and Quill* (Official Publication of the Pittsburgh Institute of Legal Medicine)

1971-1976 Editorial Board, *Medical Malpractice Prevention* (Published by World Medical Communications)

1971-1976 Editorial Advisory Board, *Current Prescribing* (Published by Medical Economics Company)

1971-1976 Editorial Advisory Board, *The Medical Cost Containment Journal* (Published by Panel Publishers, Greenvale, New York)

1971-1976 Editorial Board, *News and Views in Forensic Pathology* (Published by American Academy of Forensic Sciences and Forensic Sciences Foundation)

1971-1976 Editorial Board, *Iatrogenics* (Journal of the International Society for the Prevention of Iatrogenic Complications)

1971-1977 CME Board of Advisors and Councilors, American Medical Education Network

1971-2003 Editorial Advisor for the Americas, *International Forensic Sciences Journal* (Published by Elsevier Publishing Co., Amsterdam, The Netherlands)

1972-present Editorial Board, *Journal of Legal Medicine* (Official Publication of the American College of Legal Medicine)

1973-1996 Medical-Legal Reviewer, *Health Com* (Health Communications, Inc.)

1973-1997 Editorial Board, *INCL Brief* (Published by the Section of Insurance, Negligence, and Compensation Law, American Bar Association)

1974-2000	International Editorial Board, Forensic Science Section, *Excerpta Medica* (Published by Excerpta Medica, Amsterdam, The Netherlands)
1974-2006	Editorial Board, *Journal of the American Society of Law & Medicine, Inc.*
1977-1997	Editor, *MXR* (Malpractice X-posure Reports) (Published by Didactic, Inc.)
1978-1980	Editorial Board, Milton Helpern International Microfilm Journal of Legal Medicine
1978-1990	Associate Editor, *Legal Aspects of Medical Practice* (Official Publication of the American College of Legal Medicine)
1978-2000	International Board of Editors, *International Journal for Medicine and Law* (Published by The Society for Medicine and Law in Israel)
1979-present	Editorial Board, *The American Journal of Forensic Medicine and Pathology* (Official Publication of the National Association of Medical Examiners) Feature Editor, 1979-1992
1980-1984	Editor, *Legal Aspects of Medical Practice*
1984-1990	Editorial Board, International Reference Organization in Forensic Medicine (INFORM)
1984-2006	Editor/Contributor, Forensic Medicine Section, *Law, Medicine & Health Care* (Official Publication of the American Society of Law & Medicine)
1984-2002	Editorial Board, *Journal of Forensic Sciences*
1985-1996	Editorial Board, *The Barrister* (Official Publication of the Pennsylvania Trial Lawyers Association)
1989-1999	Editorial Committee, *Medicine and Law* (Official Publication of the International Centre of Medicine and Law of South Africa)
1990-1993	Editorial Consultant, *Medical Economics*
1990-1999	Editorial Board, *IM-Internal Medicine for the Specialist*
1990-2000	Manuscript Reviewer, *American Journal of Obstetrics & Gynecology*
1991-2001	Book and Article Reviewer, *Journal of the American Medical Association*
1991-present	Editorial Board, *Legal Medicine Perspectives* (Official Publication of the American College of Legal Medicine)
1991-2006	Editorial Board, *Medical-Legal Lessons* (Official Publication of the American College of Legal Medicine)
1998-2005	Editorial Board, *The Forensic Echo* (Monthly Newsmagazine of Psychiatry, Law & Public Policy)
2010	Editorial Advisory Board, *Medical/Legal Studies*, (Electronic Journal of the Social Science Research Network)
2010	Editorial Board, *American Journal of Clinical Medicine* (Official Publication of American Association of Physician Specialists, Inc.)

Michael M. Baden, M.D.

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New York, New York 10019

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23 August 2011

Via e-mail to pciolino@pjcinvestigations.com

Mr. Paul Ciolino
Paul & Ciolino & Associates, Inc.
820 West Jackson, Suite 300
Chicago, Illinois 60607

Re: Arturo Gatti, deceased

Dear Mr. Ciolino:

I have reviewed the autopsy report, autopsy and scene photographs, microscopic slides, toxicology report and police reports received from Brazil relative to the death of Arturo Gatti. I also participated in the re-autopsy of Mr. Gatti on August 1, 2009 at the Montreal Institute of Legal Medicine performed by Dr. Caroline Tanguay and Dr. Andre Bourgault and examined X-rays taken during that procedure.

Mr. Gatti, 37 years old, was found dead by his wife lying on the tile kitchen floor of a tourist hotel about 9:00 a.m. Saturday, July 11, 2009, in Porto de Galihner, Brazil. They had arrived on vacation the day before with their ten month old son. Mrs. Gatti told police that she had noticed him lying on the floor when she awoke about 6:00 a.m. to feed their son. She thought he was sleeping after drinking heavily the night before and did not see the prominent blood that had pooled around his head.

At autopsy there was a ligature furrow on the front and sides of his neck, a blunt force laceration on the back of his head and multiple fresh blunt impact bruises on his back, shoulders and extremities.

Mrs. Gatti was initially arrested for his murder but released by a judge after autopsy doctor said that the death may have been the result of suicidal hanging. The materials that I have reviewed indicate, without proper explanation, that a toxicologic test for alcohol was not done and that no attempt was made to evaluate whether the assumed purse strap ligature could have produced the ligature mark on the neck.

Comparison of the photographs of the purse strap with the body at the second autopsy indicates that the strap is too wide and too short to produce the furrow present on the neck. The re-autopsy with further dissection also demonstrated that the autopsy was incomplete, the internal organs had not been dissected and many fresh blunt impact bruises on the arms, hands, shoulders, back and lower extremities had not been previously identified. A fracture of the left greater horn of the thyroid cartilage – the Adam's Apple – was also present which is usually an indication of homicide, not suicide.

Further, examination of the scene photographs indicate that the body is not in a position on the floor that could have resulted if he had fallen after hanging in the manner the Brazilian authorities concluded. And, he would not have bled as profusely from the head laceration which is seen in the photographs.

It is my opinion, on the basis of the materials I have reviewed and the re-autopsy findings, that the cause of Mr. Gatti's death was strangulation – but that the manner of death is not the result of intentional suicidal hanging or autoerotic hanging as claimed by Brazilian authorities.

Yours very truly,

Michael M. Baden

Michael M. Baden, M.D.
Former Chief Medical Examiner
New York City

MMB:ph

Michael M. Baden, M.D.

15 West 53rd Street, Suite 18
New York, New York 10019

Telephone: (212) 397-2732 Facsimile: (212) 397-2754

CURRICULUM VITAE

EDUCATION

- The City College of New York (1955) B.S. Degree
- New York University School of Medicine (1959) M.D. Degree

POST-GRADUATE TRAINING

1959-1960	Intern, First (Columbia) Medical Division, Bellevue Hospital
1960-1961	Resident, First (Columbia) Medical Division, Bellevue Hospital
1961-1963	Resident, Pathology, Bellevue Hospital
1963-1964	Chief Resident, Pathology, Bellevue Hospital

LICENSURE

- New York State Medical License (1960)
- Diplomate, National Board of Medical Examiner's (1960)
- Diplomate, American Board of Pathology:
  - Anatomic Pathology (1965)
  - Clinical Pathology (1966)
  - Forensic Pathology (1966)

PROFESSIONAL POSITIONS

1986-Present	Director, Medicolegal Investigations Unit, New York State Police
1961-1986	Office of Chief Medical Examiner, New York City; Chief Medical Examiner (1978-1979)
1981-1983	Deputy Chief Medical Examiner, Suffolk County, New York; Director of Laboratories, Suffolk County, New York

TEACHING APPOINTMENTS

1961-1989	New York University School of Medicine, Associate Professor, Forensic Medicine
1975-2001	Visiting Professor of Pathology, Albert Einstein School of Medicine
1975-1988	Adjunct Professor of Law, New York Law School
1975-1978	Lecturer in Pathology, College of Physicians and Surgeons of Columbia University
1986, 1989	Visiting Professor, John Jay College of Criminal Justice
1965-1978	Assist Visiting Pathologist, Bellevue Hospital, New York
2002	Adjunct Lecturer, The Cyril H. Wecht Institute of Forensic Science and Law, Duquesne University School of Law
2002	Distinguished Professor/Adjunct Lecturer, Henry C. Lee Institute, University of New Haven (Connecticut)

GOVERNMENTAL APPOINTMENTS

1977-1979	Chairman, Forensic Pathology Panel, United States Congress, Select Committee on Assassinations, Investigations into the deaths of President John F. Kennedy and Dr. Martin Luther King
1973-Present	Member, New York State Correction Medical Review Board
1976-Present	Member, New York State Mental Hygiene Medical Review Board
1983-1986	Member, National Crime Information Center, Committee on Missing Children, United States Department of Justice (F.B.I.)
1971-1975	Special Forensic Pathology Consultant, New York State Organized Crime Task Force (investigation of deaths at Attica Prison)
1974-2006	Director and/or Moderator, Annual Northeastern Seminar in Forensic Medicine, Colby College, Maine
1973-1987	Lecturer, Drug Enforcement Administration, Drug Law Enforcement Training School, United States Department of Justice

PROFESSIONAL ORGANIZATIONS

1966-Present	American Academy of Forensic Sciences; Fellow Vice President and Program Chairman (1982-1983)
1965-Present	The Society of Medical Jurisprudence; Fellow, President (1981-1985)
1966-Present	College of American Pathologist; Fellow, Chairman, Toxicology Subcommittee (1972-1974)
1971-1975	College of American Pathologists Foundation; Forensic Pathology Seminar Faculty
1973-1976	American Board of Pathology; Forensic Pathology Board Test Committee (1973-1976)
1966-1986	American Society of Clinical Pathologist; Fellow Member, Drug Abuse Task Force (1973-1977)
1965-1978	New York State Medical Society; Chairman, Section of Medicolegal and Workers' Compensation Matters (1972)
1965-Present	Medical Society of the County of New York
1969-1978	National Association of Medical Examiner's
1965-Present	American Medical Association

HONORS

- The City College of New York: Senior Class President; Editor-in-Chief of The Campus (newspaper); Phi Beta Kappa
- Honor Legion, New York City Police Department, 1969
- College of American Pathologists, Certificate of Appreciation (Chairman, Toxicology Resource Committee, 1972-1975)
- American Academy of Forensic Sciences, Award of Merit, 1974 and 1983
- Drug Enforcement Administration, United States Department of Justice, Certificate of Appreciation, 1982

- New Jersey Narcotic Enforcement Officers Association, Certificate of Appreciation, 1977
- Fire Department of the City of New York, Certificate of Appreciation, 1978
- New York State Bar Association, Certificate of Appreciation, 1980
- New York City Health and Hospitals Corporation, Certificate of Appreciation for participation in development of emergency facilities for Emergency Medical Services for the City of New York, 1980
- New York University, Great Teacher, 1980
- First Fellow in Forensic Science of the University of New Haven, Henry C. Lee Institute, (Connecticut), 2002

PROFESSIONAL PUBLICATIONS AND PRESENTATIONS

1. M. Helpern and M. Baden; Editors: Atlas of Legal Medicine by Tomio Watanabe, Lippincott, 1968

2. D. Louria, M. Baden, et al.: The Dangerous Drug Problem. New York Medicine, 22:3, May 1966

3. D. Gold, P. Henkind, W. Sturner and M. Baden: Occulodermal Melanocytosis and Retinitis Pigmentosa. Am. J. of Ophthalmology, 63:271, 1967

4. B. Van Duuren, L. Lanseth, L. Orris, M. Baden and M. Kuschner: Carcinogenicity of Expoxides Lactones and Peroxy Compounds v. Subcutaneous Injection of Rats. J. Nat. Cancer Institute, 39:1213, 1967

5. M. Helpern and M. Baden: Patterns of Suicides and Homicides in New York City, Proceedings of the Seventh International Meeting of Legal Medicine (Budapest); October 1967

6. M. Baden: Pathology of Narcotic Addiction, Proceedings of the Sixth Latin American Congress of Pathology (San Juan, Puerto Rico); December 1967

7. M. Baden: The Diagnosis of Narcotism at Autopsy, Proceedings of the American Academy of Forensic Sciences (Chicago); February 1968

8 M. Baden: Medical Aspects of Drug Abuse, New York Medicine, 24:464, 1968

9. C. Cherubin, M. Baden, et al.: Infective Endocarditis in Narcotic Addicts. Ann. Int. Med., 69:1091, 1968.

10. M. Baden: Pathologic Aspects of Drug Abuse, Proceedings of the Committee on Problems of Drug Dependence, National Academy of Sciences, National Research Council, 1969.

11. W. Matusiak, L. Dal Cortivo and M. Baden: Analytical Problems on a Narcotic Addiction Laboratory, Proceedings of the American Academy of Forensic Sciences (Chicago), February 1969

12. M. Baden, P. Hushins and M. Helpern: The Laboratory for Addictive Drugs of the Office of Chief Medical Examiner of New York City, Proceedings of the International Conference on Poison Control (New York City), June 1969

13. M. Baden, S. Hofstetter and T. Smith: Patterns of Suicide in New York City, Proceedings of the Fifth International Meeting of Forensic Sciences (Toronto), June 1969

14. R.W. Richter and M. Baden: Neurological Aspects of Heroin Addiction, Proceedings of the Ninth International Congress of Neurology (New York City), September 1969

15. R.W. Richter and M. Baden: Neurological Complications of Heroin Addiction. Transactions of the American Neurological Association

16. M. Baden: Of Drugs and Urine, Editorial, Medical Tribune

17. M. Baden: Methadone-Related Deaths in New York City, Proceedings of the Second National Conference on Methadone Treatment (New York City), October 1969. Int. J. Addictions.

18. M. Baden: Chairman, Workshop on Techniques for Detecting Drugs of Abuse, Proceedings of the Statewide Conference on Prevention Aspects of Treatment and Research in Drug Abuse. New York City Narcotics Addiction Control Commission, 1969.

19. M. Baden: Investigation of Deaths of Persons Using Methadone, Proceedings of the Committee on Problems on Drug Dependence. National Academy of Sciences National Research Council, 1970.

20. M. Baden: The Changing Role of the Medical Examiner, Proceedings of the American Academy of Forensic Sciences (Chicago), February 1970, Med. Op. 7:64-68, 1971

21. N. Valanju, M. Baden, S.K. Verma and C.J. Umberger: Analytical Toxicological Determination of Drugs in Biological Material. I. Acidic Drugs. Acta Pharmaceutica Jugoslavica 20:11, 1970

22. M. Baden: Deaths from Heroin Addiction Among Teenagers in New York City, Proceedings of the Second World Meeting on Medical Law (Washington, D.C.), August 1970

23. M. Baden: Bullous Skin Lesions in Barbiturate Overdosage and Carbon Monoxide Poisoning (letter) JAMA 213:2271, 1970

24. M. Baden and J. Foley: Heroin Deaths in New York City during the 1960's. Int. M.J. of Legal Medicine, 5:1970

25. N. Valanju, M. Baden, S. Valanju and S. Verma: Rapid Isolation and Detection of Free and Bound Morphine from Human Urine. Int. M. J. of Legal Medicine, 5:1970

26. M. Baden: Angitis in Drug Abusers (letter), NEJM 264:11, 1971

27. M. Baden, et al.: Methadone Maintenance – Pro and Con. Contemporary Drug Problems, 1:17-152, 1971

28. M. Baden: Changing Patterns of Drug Abuse. Proceedings of Committee On Problems of Drug Dependence. NAS-NRC, 1971

29. M. Baden: Narcotic Abuse: A Medical Examiner's View. In: Wecht, C., Editor, Legal Medicine Annual, 1971 (Appleton-Century-Crofts, New York State) Reprinted New York State J. Med. 72:834-40, 1972

30. Y. Challenor, R. Richter, B. Bruun, M. Baden and M. Pearson: Neuromuscular Complications of Heroin Addiction. Proc. Am. Coll. Phys., 1971

31. C. Cherubin, M. Baden, et al.: Studies of Chronic Liver Disease in Narcotic Addicts. Proc. Am. Coll. Phys., 1971

32. M. Baden: Fatalities Due to Alcoholism. In: Keup, W., edit., Drug Abuse – Current Concepts and Research. Charles C. Thomas, Springfield, Illinois, 1972

33. L. Roizin, M. Helpern, M. Baden, M. Kaufman and K. Skai: Toxo-synpathys (a multifactor pathogenic concept) In: Keup, W., edit.,: Drug Abuse – Current Concepts and Research. Charles C. Thomas, Springfield, Illinois, 1972

34. M. Baden, N. Valanju, S. Verma and S. Valanju: Confirmed Identification Biotransformed Drugs of Abuse in Urine. Am. J. Clin. Path. 57:43-51, 1972. Reprinted: Yearbook of Path. And Clin. Path., 1973, 357-361 (Yearbook Medical Publishers)

35. M. Baden: Homicide, Suicide and Accidental Death Among Narcotic Addicts. Human pathology 3:91-96, 1972

36. J. Pearson, R. Richter, M. Baden, Y. Challenor and B. Bruun: Transverse Myelopathy as an Illustration of the Neurologic and Neuropathologic Features of Heroin Addiction. Human Pathology, 3:107-112, 1972

37. B. Bruun, M. Baden, Y. Challenor, J. Pearson and R. Richter: De-neurologic Kimplikationer Ved Heroinmisbrug Ureakuift. F. Leeger, 134:89-93

38. C. Cherubin, W. Rosenthal, R. Stenger, A. Prince, M. Baden, R. Strauss and T. McGinn: Chronic Liver Disease in Asymptomatic Narcotic Addicts. Ann. Int. Med., 76:391-395, 1972

39. M. Baden, N. Valanju, S. Verma and S. Valanju: Identification and Excretion Patterns of Propoxyphene and Its Metabolites in Urine. Proc. Comm. Prob. Drug Depend., National Academy of Sciences – National Research Council, 1972

40. R. Richter, J. Pearson, B. Bruun, Y. Challenor, J. Brust and M. Baden: Neurological Complications of Heroin Addiction. Proc. Comm. Prob. Drug Depend., National Academy of Sciences – National Research Council, 1972

41. M. Baden and B. Lutz: Preliminary Analysis of 128 Methadone-Related Deaths in New York City. Proc. Com. Prob. Drug Depend., National Academy of Sciences – National Research Council, 1972

42. L. Roizin, M. Helpern, M. Baden, M. Kaufman, S. Hashimoti, J. C. Liu and B. Eisenberg: Neuropathology of Drugs of Dependence, In: Drugs of Dependence (Mule, J.C. and Brill, H., edit.) Uniscience Series, CRC (Chemical Rubber Co.), Cleveland, Ohio 1972

43. C. Cherubin, J. McCusker, M. Baden, F. Kavaler and Z. Amzel: The Epidemiology of Death in Narcotic Addicts. Am. J. Epid., 96:11-22

44. M. Baden: Narcotic Antagonists (letter) Science 177:1152, 1972

45. M. Baden: Investigation of Deaths From Drug Abuse. Chapter in: Spitz, W.U. and Fisher, R.W., edit.: Medicolegal Investigation of Death, 1972, (Charles C. Thomas, Springfield, Illinois)

46. L. Roizin, M. Helpern, M. Baden, et al.: Methadone Fatalities in Heroin Addicts. Psych. Quarterly, 46:393-410, 1972

47. M. Baden: Suicide in Prison, Proceedings of the American Academy of Forensic Sciences, March 1973

48. L. R. Reichman, C. S. Shim, M. Baden and R. Richter: Development of Tolerance to Street Heroin in Addicted and Non-Addicted Primates. Am. J. Public Health, 63:81-803, 1973

49. M. Baden and R. S. Turoff: Deaths of Persons Using Methadone in New York City, 1971, Proceedings of the Comm. On Problems of Drug Depend., Nat. Acad. Of Sci. Nat. Res. Council, 1973

50. J. C. Huang and M. Baden: Rapid Methods of Screening Micro-Quantities of Abused Drugs from Urine Samples for Micro-Crystal Tests. Clinical Toxicology, 6:325-350, 1973

51. P. Haberman and M. Baden: Alcoholism and Violent Death. Quarterly Journal of Studies on Alcohol, 35:221-231, 1974

52. P. Haberman and M. Baden: Drinking, Drugs and Death. International Journal of the Addictions, 9:761-773, 1974

53. D. C. Wise, M. Baden and L. Stein: Postmortem Measurement of Enzymes in Human Brain: Evidence of a Central Noradrenergic Deficit in Schizophrenia (submitted for publication)

54. R. Richter, J. Pearson, M. Baden, et al.: Neurological Complications of Addiction to Heroin. Bulletin of the New York Academy of Medicine, 49:3-21, 1973

55. M. Baden and D. Ottenberg: Alcohol – The All-American Drug of Choice. Contemporary Drug Problems, 3:101-126, 1974

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78. M. Baden: Investigation of Deaths in Custody, Proceedings of the American Academy of Forensic Sciences (New Orleans), 1985

79. M. Baden: Embalmed and Exhumed Bodies, in Handbook for Postmortem Examination of Unidentified Remains, M. Fierro, M.D., Ed. College of American Pathologists (in press)

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81. M. Baden, M. Roach: Dead Reckoning, The New Science of Catching Killers, Simon & Schuster, New York 2001

82. M. Baden: The Role of the Medical Examiner and Coroner in the Investigation of Terrorism in Forensic Aspects of Chemical and Biological Terrorism, Lawyers & Judges Publishing Company, Inc., Tuscon, Arizona 2004.

83. M. Baden, L. Kenney Baden: "Remains Silent," Alfred A. Knopf, August 2005.

84. M. Baden: Preface in Forensic Nursing by Virginia A. Lynch. Elsevier/Mosby, St. Louis, Missouri 2006.

85. M. Baden: Exhumation in Spitz and Fisher's Medicolegal Investigation of Death, 4th Edition, Charles C. Thomas, Springfield, Illinois 2006.

86. M. Baden: Encyclopedia of Legal Medicine, Book Review, New England Journal of Medicine, 2006.

87. M. Baden, L. Kenney Baden: Scientific Evidence in Civil and Criminal Cases, 5th Edition, Contributor, Foundation Press, 2007.

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RECENT LECTURES

- American Bar Association, Annual Meeting, "The CSI Effect: What Have We Learned Over the Last Decade," Toronto, Canada, August 5-6, 2011

- New York State Police, Sex Offense Seminar, "The Forensic Sciences," May 23, 2011

- Iowa Funeral Directors Association, 131st Annual Convention, Keynote Speaker, "Post Mortem," May 19, 2011

- Wayne State University, Medicolegal Investigation of Death, "Post-Mortem Changes, Exhumation and Time of Death," and "Fire, Explosion and Mass Casualty," May 5-6, 2011

- Lenox Hill Hospital, Medical Grand Rounds, "Controversies in Forensic Medicine," New York City, March 11, 2011

- Valley Forge Dental Conference, Keynote Speaker, "Justice Through Science," Valley Forge, Pennsylvania, March 4, 2011

- American Academy of Forensic Sciences, Communications in Forensics, "In My Experience ..." February 21, 2011

- American Academy of Forensic Sciences, A Multidisciplinary Look into Forensic Science: Perspectives, Views and Experiences, "Forensic Pathology Perspectives," February 22, 2011

- American Academy of Forensic Sciences, Co-Chairman, Bring Your Own Slides, February 23, 2011

- Lecturer, "CSI: Dartmouth," University of Massachusetts/Dartmouth Law School, Dartmouth, Massachusetts, November 18, 2010

- Guest Forensic Lecturer (4 lectures), Transatlantic Crossing of the Queen Elizabeth II, November 1-8, 2010

- Lecturer, Henry F. Williams Seminar, New York State Police, "Forensic Pathology," September 27-30, 2010

- Speaker, 13th Annual Investigation for Identification, New Orleans, Louisiana, "A History of Forensic Science from Cain and Abel Through Katrina," August 27-28, 2010

- Speaker, Brigham & Women's 2010 Master Clinician Section, August 1, 2010
- Speaker, "Post-Mortem with Dr. Michael Baden," Kentucky Funeral Director's Association, Louisville, Kentucky, June 30, 2010
- Speaker, Northeast College and Universities Security Association, 57th Annual Conference, Skidmore College, Saratoga Springs, New York, June 28, 2010
- Speaker, 13th Annual Investigation for Identification, New Orleans, Louisiana, "A History of Forensic Science from Cain and Abel Through Katrina," August 27-28, 2010
- Speaker, Brigham & Women's 2010 Master Clinician Section, August 1, 2010
- Speaker, "Post-Mortem with Dr. Michael Baden," Kentucky Funeral Director's Association, Louisville, Kentucky, June 30, 2010
- Speaker, Northeast College and Universities Security Association, 57th Annual Conference, Skidmore College, Saratoga Springs, New York, June 28, 2010
- Lecturer, New York Prosecutor's Training Institute, Westchester, New York, June 8, 2010
- SELETS 14th Annual Law Enforcement Training Seminar, Lawrenceberg, Tennessee, June 1, 2010
- New York State Police Sex Offense Seminar, "The Forensic Sciences," Albany, New York, May 24-28-2010
- Society of Professional Investigator's Meeting, New York City, May 20, 2020
- Wayne State University, Medicolegal Investigation of Death, "Exhumation and Time of Death," and "Fire, Explosion and Mass Casualty," April 21-22, 2010
- Oswego University, "History of Forensic Science," March 25, 2010
- American Academy of Forensic Sciences, "Bring Your Own Slides," Seattle, Washington, February 22-26, 2010
- 2010 Forensic Seminar for Capital Defense Attorneys, DePaul University College of Law, February 18-19, 2010
- CSI Symposium, Norwich University, "Forensic Pathology," January 29, 2010
- NYSP Child Physical Abuse and Neglect Seminar, November 18, 2009

- New York Council of Defense Lawyers, Rye, New York, November 7, 2009
- FBI/IT Exchange Conference, Keynote Speaker, Seattle, Washington, September 20-21, 2009
- Henry F. Williams Seminar, New York State Police, "Forensic Pathology and Child Deaths," Albany, New York, September 14-17, 2009
- New York State Funeral Director's Association, Saratoga, New York, September 1, 2009
- Cabell Sheriff's Department, West Virginia (Marshall University in Huntingdon, West Virginia), August 25, 2009
- NCSTL Conference, Tampa, Florida, May 20-21, 2009
- Wayne State University, Medicolegal Investigation of Death, "Exhumation and Time of Death," and "Forensic Questions: The Experts Answer," with Werner Spitz, M.D., Dearborn, Michigan, April 22-24, 2009
- Bronx High School of Science, March 11, 2009
- American Academy of Forensic Sciences, "Bring Your Own Slides," Denver, Colorado, February 16-21, 2009
- American Academy of Forensic Sciences, "New Investigative Techniques and Scientific Advancement for Forensic Scientists in the Future," Denver, Colorado, February 16-21, 2009
- South Carolina Funeral Director's Association, "Post Mortem with Dr. Michael Baden," Columbia, South Carolina, February 4, 2009
- CSI Symposium, "Forensic Pathology," Norwich, Connecticut, January 29-30, 2009
- New York State CASA DNA Initiative Conference, Albany, New York, January 28, 2009
- Medicolegal Investigation of Death Conference, "Exhumation and Time of Death," Las Vegas, Nevada, January 5-6, 2009
- Mattapoisett (Massachusetts) Police Department, Forensic lecture, November 25, 2008
- George Mason University, "Sexually Violent Crime: the Body as Evidence," November 10-11, 2008
- Hofstra University, "An Evening of Crime and Wine," October 29, 2008

- New Jersey State Funeral Director's Association, "Post Mortem with Dr. Michael Baden," September 17, 2008
- SPIAA 57th Annual Retraining Conference, July 23, 2008
- NY Cops Foundation Annual Dinner Gala, Keynote Speaker, June 2, 2008
- New York State Police Sex Offense Seminar "The Forensic Sciences," May 2008
- Keynote Speaker, National Council of Investigation & Security Services annual meeting, May 2, 2008
- Medicolegal Investigation of Death Conference, Wayne State University, "Terrorism," April 23, 2008
- Medicolegal Investigation of Death Conference, Wayne State University, "Exhumation and Time of Death," April 23, 2008
- 17th Annual Arnold Markle Symposium, Connecticut State Police, March 23-24, 2008
- "Forensic Pathology and Living/Injured Victims," Academy for BCI Basic School (NYSP), March 11, 2008
- Lecturer, New Jersey Chapter of Int'l Assn of Arson Investigators, March 5, 2008
- American Academy of Forensic Sciences, Young Forensic Scientists Forum "Death is My Teacher," February 19, 2008
- American Academy of Forensic Sciences, "Healthcare Serial Killer Workshop," February 19, 2008
- American Academy of Forensic Sciences, "Significant Achievements and Contributions by Forensic Scientists to the International Community," February 19, 2008
- Medicolegal Investigation of Death Conference, "Postmortem Changes & Time of Death," and "Forensic Questions: The Experts Answer," Las Vegas, Nevada, December 4-6, 2007
- 33rd Annual Arson Seminar, NYS Fire Academy, "The Role of the Forensic Pathologist in Fire Investigation," November 7, 2007
- 12th Annual Investigation for Identification Educational Conference, Pensacola, Florida, October 19-20, 2007
- Penn State University, Forensic Sciences Seminar, September 24, 2007

- Col. Henry F. Williams Homicide Seminar, "Forensic Pathology," September 17-20, 2007
- Harvard Medical School, Intensive Review of Internal Medicine Course, "CSI Meets IRIM – The New Science of Catching Killers," Boston, Massachusetts, July 2007
- Arizona Judicial Conference: Forensic Pathology, 2007
- New York State Police Sex Offense Seminar "The Forensic Sciences," May 2007
- Smithsonian Associates, "Murder Investigation with Forensics: The Good, the Bad, and the Ugly," May 2007
- Medicolegal Investigation of Death Conference, "Death Investigation" and "Fire, Explosions and Terrorism," April 24-26, 2007
- Louisiana Judicial College, "CSI Effect," April 19-20, 2007
- 16th Annual Arnold Markle Symposium 2007, "Parents who Kill: Muchausen's by Proxy," April 9, 2007
- Harvard Medical School "Brigham Master Clinician: Update in Medicine," "The Forensic Sciences: From Cain and Abel to JFK to OJ Simpson," March 29, 2007
- American Academy of Forensic Sciences, "Bring Your Own Slides," February 21, 2007
- American Academy of Forensic Sciences, "Police Use of Force: Where is the Line and When is it Crossed" February 22, 2007
- Medicolegal Investigation of Death Homicide Conference, "Asphyxias, Serial Murders and Sexual Assaults," "Death Investigations: Fire, Explosions and Terrorism," Las Vegas, Nevada, November 29-30, 2006
- American College of Trust and Estate Counsel, Westin Providence, Rhode Island, October 12, 2006
- Col. Henry F. Williams Homicide Seminar, "Forensic Pathology," September 19-21, 2006
- 57th Annual Harvard Associates in Police Science Conference, Vermont Criminal Justice Training Council, Burlington, Vermont, June 27, 2006
- SEAK National Expert Witness, "The Role of the Expert Witness: from the Expert's Perspective," Cape Cod, Massachusetts, June 23, 2006

- Mississippi Coroner's Association, Vicksburg, Mississippi, June 15, 2006
- Monmouth University, "Time of Death Determination" and "Electrocution, Explosives, and Fire-Related Deaths," Oceanport, New Jersey, June 13, 2006
- SELETS Homicide Conference, Lawrenceberg, Tennessee, June 7-8, 2006
- NYSP Sex Crimes Seminar "The Forensic Sciences," May 22, 2006
- Fermilab National Accelerator Laboratory, Colloquium, "How Long Has Grandpa Been Dead and Other Forensic Mysteries," Chicago, Illinois, May 17, 2006
- AtlantiCare Regional Medical Center, New Jersey, Keynote Speaker, 8th Annual Trauma Symposium, "Forensic Sciences, Trauma & Mass Disasters," May 2, 2006
- Medicolegal Investigation of Death Homicide Conference: "The Asphyxias, Serial Murders and Sexual Assaults," Detroit, Michigan, April 26-28, 2006
- Albany, New York, Area Association of Certified Fraud Examiners, keynote speaker, March 30, 2006
- American Academy of Forensic Sciences, "Victims & Defendants: Clinical Aspects of Their Death," February 21, 2006
- American Academy of Forensic Sciences, "The Role of the Forensic Scientist in the Investigation of Police-Related Deaths - A Current Dilemma," February 22, 2006
- American Academy of Forensic Sciences, ""Shaken Baby Syndrome: Medical Myth or Medical Fact?" February 24, 2006
- Clinical Forensic Nursing, Veterans Administration, Phoenix, Arizona, Impacting Patient Care Delivery, Quality Management and Investigations in Healthcare Settings, January 23, 2006
- Advanced Practical Homicide Seminar, "Modes of Death Involving Firearms, Knives, Blunt Force and Child Abuse," November 8-9, 2005
- Monmouth University, Oceanport, New Jersey, "Determining Time of Death" and "Fire-related Death and Electrocution and Explosions," June, 2005
- New York State Police, Sex Offense Seminar, "The Forensic Sciences," May 23, 2005
- New York State Association of County Coroners & Medical Examiners, "Violence Among Children," April 30-May 1, 2005

- Medicolegal Investigation of Death Conference, "Serial Killers, Autoerotic Asphyxias, Sexual Assault or Accident," and "Death by Fire and Explosion," Wayne State University, School of Medicine, April 20-22, 2005

- College of Mt. Saint Vincent, Department of Nursing, "Unraveling the Mystery of the Nurse Investigator," April 14, 2005.

- The National Clearinghouse for Science, Technology and the Law at Stetson University College of Law, "Forensic Pathology on Both Sides of the Pond," April 4, 2005

- Markle Symposium, Connecticut State Police Homicide Conference, Foxwoods Lodge, Connecticut, March 27-28, 2005

- The Learning Annex, "Revealing the Mysteries of Forensic Science," March 10, 2005

- American Academy of Forensic Sciences, "Complex Forensic Science Issues on Highly Controversial Cases," February 21-26, 2005

- Quinnipiac University, Law and Forensic Sciences, Hamden, Connecticut, February 5, 2005

- Duquesne University, The Cyril H. Wecht Institute of Forensic Science and Law, "Tracking Terrorism in the 21st Century," October 21-23, 2004

- Greater Cincinnati Regional Arson and Fire Investigators Seminar, "The Death Detective," October 14, 2004

- Col. Henry F. Williams Homicide Seminar, "Forensic Pathology," October 5, 2004

- Associated Licensed Detectives of New York State, Keynote speaker, October 1, 2004

- Nebraska Institute of Forensic Sciences, "Crime & Death Scene Reconstruction: Utilizing Bloodstain Pattern Analysis," September 15-17, 2004

- Southeast Law Enforcement Seminar, "Fascinating Cases of Death," June 9, 2004

- Florida Coastal School of Law, "Role of Forensic Pathology in Criminal and Civil Litigation," Jacksonville, Florida, May 7, 2004

- Wayne State University, "Medicolegal Investigation of Death," Dearborn, Michigan, April 21-23, 2004

- The Three Sleuths (with Drs. Cyril Wecht and Henry Lee), The Rio Suite, Hotel & Casino, Las Vegas, Nevada, April 17, 2004

- Annual SleuthFest Meeting, Exhumation Session, "Famous Cases," March 20, 2004
- 44th Annual American College of Legal Medicine, "The Role of the Forensic Pathologist in Medical Malpractice Cases," Las Vegas, Nevada, March 5-7, 2004
- Stetson University College of Law, "The Complete History of Murder and Science in One Hour," Gulfport, Florida, January 29, 2004
- Quinnipiac Law School, Law and Forensic Science, January 24, 2004
- The City University of New York, Graduate School and University Center, "Forensic Series," December 2, 2003
- Testified before the United States Senate Committee on the Judiciary Department of Justice Oversight: "Funding Forensic Sciences, DNA and Beyond" 2003
- Duquesne University, National Symposium on the 40th Anniversary of the JFK Assassination, "Solving the Great American Murder Mystery," November 20-23, 2003
- Smithsonian Associates, Educational and Cultural Programs, "Murder, Mystery and the New Forensics," November 1, 2003
- Association of Inspectors General, John Jay College of Criminal Justice, "Non-Traditional OIG Investigations," October 17, 2003
- Colorado Association of Sex Crimes Investigator's Annual Conference, Snowmass, Colorado, August 20-22, 2003
- 31st Annual Florida Medical Examiner Educational Conference, F.A.M.E. 2003, "The History of Forensic Science from Cain & Abel to O.J. Simpson," Ponte Vedra Beach, Florida, August 6-8, 2003
- Washington County Prosecutors Office, "Dead Man Talking: Forensic Science and Homicide Investigation," May 5 and 6, 2003
- Medicolegal Investigation of Death, Wayne State University, "Adult Sexual Assault & The Asphyxias" and "Child Sexual Assault/Abuse Myths Dearborn, Michigan, April 2-4, 2003
- New York State Trial Lawyer's Association, Wrongful Death Seminar, "Using Medical Science to Prove the Cause of Death and Conscious Pain and Suffering," March 25, 2003
- DNA Symposium, The State College of Pennsylvania, "The Role of the Forensic Pathologist regarding DNA Evidence: From Autopsy to Courtroom," March 2003

- American Academy of Forensic Sciences, "Overview of the Legal Issues Concerning the Discovery and Investigation and Prosecution of the Abuse of Elderly Patients in Healthcare Facilities and the Homicide of All Patients in Various Medical Treatment Facilities," Chicago, Illinois, February 17-22, 2003

- American Academy of Forensic Sciences, "Presentation of Specific Cases through the Initial Contact by Prosecutors Concerning Suspected Criminal Deaths through the Exhumation and the Trial" Chicago, Illinois, February 17-22, 2003

- 1st Eastern Analytical Symposium & Exposition, Somerset, New Jersey, November 18-21, 2002

- Utah County Police Officer's Workshop, November 2002

- 10th Annual Investigation for Identification Educational Conference, "New Concepts in Forensic Pathology," Pensacola, Florida, September 20-21, 2002

- Singapore Government Ministry of Health Services Administration, Centre for Forensic Medicine, August 17-31, 2002

- State of New York, Office of the Attorney General, Medicaid Fraud Control Unit, 2002 Training Conference, June 10-13, 2002, Lake Placid, New York

- Department of the Treasury, Bureau of Alcohol, Tobacco and Firearms, International Postblast Investigation Class, May 8, 2002, Brunswick, Georgia

- American Academy of Forensic Sciences, Addressing Social and Legal Issues Associated with Police Involved Shooting Incidents Through Forensic Investigation & Shooting Scene Reconstruction, February 11-15, 2002, Atlanta, Georgia

- American Academy of Forensic Sciences, Bring Your Own Slides, February 11-15, 2002, Atlanta, Georgia

- The UMKC School of Law, The History of Murder Investigation and Forensic Science, University of Missouri, Kansas City, January 24, 2002

- DNA and the Law: Reining in the Revolution, "The Role of the Forensic Pathologist in DNA Use: From Autopsy to Courtroom," Duquesne University, November 30, 2001, Pittsburgh, Pennsylvania

- New Technologies and the Proof of Guilt & Innocence, Court TV, October 25, 2001

- 2001 Ohio Attorney General's Conference on Law Enforcement, Plenary Speaker, October 11, 2001

- The Second European-American Intensive Course in Clinical and Forensic Genetics, September 3-14, 2001, Dubrovik, Croatia

- Forensic Nursing Clinical Update, "Death Investigation, Adverse Patient Events and Evidence Collection in the Hospital Setting," August 27 and 28, 2001, Phoenix, Arizona

- Harvard Associates In Police Science, Keynote Speaker, August 20-23, 2001, 52nd Annual Conference, Annapolis, Maryland

- The Boston Strangler Case: A High Tech Hearing on the Murder of Mary Sullivan, August 4, 2001, American Bar Association Annual Meeting, Chicago, Illinois

- Emerging Technologies in Forensic Investigation, June 1-3, 2001, Nova Southeastern University, Fort Lauderdale, Florida

- The Forensic Investigation of Child Abuse and Neglect, May 30, 2001, The Family Partnership Center

- Making Communities Safer, May 21-22, 2001, New York State Alliance of Sex Offender Service Providers, Sixth Annual Training Conference, Albany, New York

- Practical Homicide and Medicolegal Death Investigation, April 9-11, 2001, Beaumont, Texas

- Police Liability in New York, May 2, 2001, Albany, New York

- Symposium on Forensic Medicine, Kuwait Institute for Medical Specialization, January 27-29, 2001, Kuwait

- Forensic Science and the Law, October 27-28, 2000, Duquesne University, Pittsburgh, Pennsylvania

- 8th Annual Investigation for Identification Educational Conference, Speaker, September 22-23, 2000, Pensacola Beach, Florida

- Advanced Practical Homicide Investigation, September 11-15,2000, Southern Law Enforcement Foundation, Irving, Texas

- Vision 2000: Together We Can, Funeral Service Conference of the Northwest, August 27-29, 2000, Coeur d'Alene Resort, Idaho

- Mississippi Attorney General Prosecutor's Annual Training Conference, April 26-28, 2000, Gulfport, Mississippi

- Forensic Crime Scene Analysis Training, April 28, 2000, Union County Police Chief's Association, Cranford, New Jersey

- At the Heart of the Matter: The Medicolegal Aspects of Organ and Tissue Donation, May 4, 2000, New York Organ Donor Network, Poughkeepsie, New York

- NYSBA Criminal Justice Section Spring Meeting, May 19-21, 2000, The Ethics of Scientific Evidence, Chautauqua, New York

- 2000 Dodge Seminar, March 20-23, 2000, Clearwater Beach, Florida

- Medicolegal Investigation of Death, March 16 and 17, 2000, Wayne State University School of Medicine and Michigan State Police

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July 29, 2009

To Whom It May Concern,

Please be advised that I was engaged by Arturo Gatti to prepare his Last Will and Testament and Irrevocable Trust I. These documents were prepared to carry out his testamentary wishes and embody his desires as expressed to me at that time.

He executed these documents in my presence, and in the presence of the witnesses on April 26, 2007. The execution of these documents as well as Mr. Gatti's acknowledgement that be understood the documents and executed them of his own free will was witnessed by Thomas McManus, Eimi Thompson, and Fanny Firetto. Their acknowledgement of these facts was memorialized by their execution of the Self Proving Affidavit, which was affixed to, and made part of the Will in my presence.

I am available to make further attestation to any of the above mentioned events.

Gilbert M. Levine

COPY

LAST WILL AND TESTAMENT

OF

ARTURO GATTI

I, **ARTURO GATTI**, of Hudson County, New Jersey, hereby declare this to be My Last Will and Testament, hereby revoking any and all other Wills and Codicils that I previously may have executed.

SECTION 1. ***Definitions and Designation of Fiduciary.***

The provisions set forth below shall apply in connection with the administration of my estate and the construction of this Will.

1.01 Any reference to "child", "children", "descendant", or "descendants", however expressed, shall be construed as including legitimate descendants only, including any child or descendant by adoption, provided such child or descendant was adopted prior to attaining the age of eighteen (18) years. Any such term shall also include a descendant in gestation at any time specified in connection with the administration, division or distribution of any portion of my estate. The term "descendants", however expressed, includes "children", "grandchildren", and more remote descendants. Notwithstanding the foregoing, any reference to "my child", however expressed, shall be construed as including my daughter, SOPHIA B. GATTI. Accordingly, any reference to "my descendants", however expressed, shall be construed as including only my said child and the descendants of said child.

1.02 Any reference to my "Executor" or "Personal Representative", whether in the singular or plural, is intended to refer to such person or persons to whom letters of administration are granted after my death. For convenience, I shall refer to such fiduciary or fiduciaries as my "Personal Representative", with the intention that any and all powers granted to such fiduciary shall be appurtenant to the fiduciary office.

1.03 I constitute and appoint my mother, IDA D. GATTI, to serve as my Personal Representative. If, at any time and for any reason, IDA D. GATTI shall fail to qualify or continue as my Personal Representative, then I constitute and appoint my dear friend, PATRICK J. LYNCH, to serve as my Personal Representative in place of IDA D. GATTI.

1.04 I constitute and appoint IDA D. GATTI to serve as guardian of my minor child. If, at any time and for any reason, IDA D. GATTI shall fail to qualify or continue as guardian, then I constitute and appoint my brother, FABRIZIO GATTI, to serve as guardian in place of IDA D. GATTI.

1.05 Any reference to a distribution "per stirpes" shall be construed in such manner as shall preserve, at the time of distribution, equality between or among those lines of descent having one or more then living members closest in relationship to the person of whom the "stirpes" are to be determined.

1.06 Any reference to the "independent Trustee" shall refer to the Trustee of a trust, who, at such time, is not then a current beneficiary of such trust. Any reference to a "current beneficiary" of a trust shall refer to such person or persons who may, at such time, other than as a result of the exercise of a power of appointment, receive distributions of principal or income from such trust.

SECTION 2. *Funeral Expenses.*

2.01 I direct my Personal Representative to pay the expenses of my last illness and my funeral expenses, including a suitable marker for my grave, without the necessity of obtaining the approval of any court having jurisdiction over the administration of my estate.

2.02 In the discretion of my Personal Representative, my funeral expenses shall include reasonable costs, including long distance telephone calls and transportation expenses, related to bringing together family members (as determined by my Personal Representative) for any memorial service or gathering in my memory.

SECTION 3. *Tangible Personal Property.*

3.01 I give any motor vehicle I may own at the time of my death and all of my jewelry and other items of personal adornment to my brother, FABRIZIO GATTI, if he shall survive me.

3.02 I give the remaining balance of my tangible personal property not otherwise effectively disposed of pursuant to Section 3.01 of my Will to my mother, IDA D. GATTI, if she shall survive me, and if not, then to my sister, ANNA MARIA GATTI, if she shall survive me.

3.03 My Personal Representative shall treat as an expense of administration any expenses incurred in connection with the delivery of my tangible personal property.

SECTION 4. *Other Gifts.*

4.01 I give the sum of Five Hundred Thousand Dollars ($500,000) to my mother, IDA D. GATTI, if she survives me.

SECTION 5. *Residuary Estate.*

5.01 My residuary estate shall consist of (a) all property or interests therein of whatever type and wherever located not otherwise effectively disposed of in this Will, including any property over which I may have a power of appointment and any insurance proceeds which may be payable to my estate, less (b) all valid claims asserted against my estate and all expenses incurred in administering my estate, including expenses of administering non-probate assets and expenses of determining any tax occasioned by my death.

5.02 With respect to administration expenses, my Personal Representative need not make any adjustment occasioned by any choice of whether to treat such expenses as either estate tax deductions or income tax deductions. To the extent my Personal Representative deems advisable, any such payments claimed as income tax deductions shall be borne in a manner such that such election shall not generate the payment of additional estate tax.

SECTION 6. *Disposition of Residuary Estate.*

6.01 My Personal Representative shall distribute my residuary estate (subject, however, to the

provisions of Section 7.01 of my Will) to the Trustees of the ARTURO GATTI IRREVOCABLE TRUST I, executed on this same date as the execution of my Will (however, executed prior to the execution of my Will), hereinafter referred to as the ARTURO GATTI IRREVOCABLE TRUST I, to be held and administered as part of such trust.

SECTION 7. *Payment of Taxes.*

7.01 My Personal Representative shall pay all estate and inheritance taxes (including any interest and penalties thereon not caused by negligent delay) payable with respect to all property includable in my gross estate or taxable by reason of my death (except for (i) any tax imposed by Chapter 13 of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), (ii) any additional estate tax imposed by Sec. 2032A of the Code, or (iii) any tax resulting from the inclusion of any property in my estate under Sec. 2044 of the Code), whether or not such property is part of my probate estate and whether or not such taxes are payable by my estate or the recipient of any such property (including, in the discretion of my Personal Representative, direct inheritance taxes that may be prepaid with respect to a contingent or remainder interest), out of my residuary estate, but first out of property includable in my gross estate with respect to which no charitable deduction is allowed.

SECTION 8. *Miscellaneous Provisions.*

8.01 If any person entitled to distribution under my Will or any trust formed under my Will is then under the age of twenty-one (21) years, such property shall be distributed to a Custodian selected by the

party distributing such property, be it the Trustee of a trust, or my Personal Representative. Such property shall be administered under the applicable Uniform Transfers to Minors Act until such person attains the age of twenty-one (21) years or dies prior thereto.

8.02 Any and all guardians under my Will shall serve as such without bond.

SECTION 9. ***Powers of Personal Representative and Administrative Provisions.***

9.01 My Personal Representative and any such successor shall serve without bond.

9.02 My Personal Representative shall have all powers conferred by New Jersey law.

9.03 My Personal Representative shall have, in addition to any other powers, the specific powers to invest, reinvest, sell, mortgage or otherwise dispose of any part or all of my estate, without the necessity of obtaining prior or subsequent court approval.

9.04 Distributions may be made in cash or in kind (and if in kind, may be made non-pro rata) in the discretion of my Personal Representative.

9.05 My Personal Representative shall have the power with respect to any gift, bequest or devise, of which I am the intended recipient, to execute a valid disclaimer without application to or the authorization or leave of any court and do such other acts as are necessary to effect such a disclaimer for

state law and tax purposes.

9.06 Except as otherwise provided in my Will, any Personal Representative is expressly authorized and empowered to exercise any Personal Representative power without the necessity of obtaining the approval of any other Personal Representative then serving.

9.07 The captions of the various sections of my Will are for convenience and identification purposes only and in no way define, limit, expand or describe the scope, intent or provisions of my Will, or in any manner affect my Will. The singular shall be deemed to include the plural, the masculine, the feminine, and vice versa.

9.08 In construing any provision of this Will with respect to any power, right, duty, or discretion granted to any fiduciary hereunder, I direct that the language used shall be interpreted in such manner as to fulfill my intention of minimizing the overall estate and income tax burdens of my estate.

IN WITNESS WHEREOF, I have signed my name to this Last Will and Testament this _____ day of _____, 2007.

COPY

_____
ARTURO GATTI

The within instrument, consisting of 8 pages, of which page 8 was signed by ARTURO GATTI, was signed, published and declared by him in the presence of all of us to be his Last Will and Testament; in addition, all pages except the page signed by the Testator were initialed by him in our presence; at the same time, we in his presence, at his request, and in the presence of each other, do hereby sign our names as attesting witnesses.

_____ Address: _____

_____

_____ Address: _____

_____

_____ Address: _____

_____

SELF PROVING AFFIDAVIT

ARTURO GATTI, the Testator, and _____, _____, and _____, the witnesses, whose names are signed to the within Will, being first duly sworn, do hereby declare to the undersigned authority that the Testator signed and executed the instrument as his Last Will and Testament, that he signed it willingly, and that he executed it as his free and voluntary act for the purposes therein expressed; and each witness states that he/she signed the Will as witness in the presence and hearing of the Testator; and that to the best of his/her knowledge the Testator was at that time over the age of eighteen (18) years, of sound mind, and under no constraint or undue influence.

_____
ARTURO GATTI - The Testator

COPY

_____
Witness

_____
Witness

_____
Witness

STATE OF NEW JERSEY)
:SS.
COUNTY OF)

Subscribed, sworn to and acknowledged before me, an Attorney at Law of the State of New Jersey, by ARTURO GATTI, the Testator, and subscribed and sworn to before me by _____, _____, and _____, the witnesses, this ____ day of _____, 2007.

_____
GILBERT M. LEVINE
Attorney at Law
State of New Jersey

COPY

ARTURO GATTI

IRREVOCABLE TRUST I

SECTION 1. *Recitations and Definitions.*

1.01 "Settlor" refers to ARTURO GATTI. "Trustee" refers to IDA D. GATTI and PATRICK J. LYNCH, while they are serving as Trustees, and to such other persons or corporations as may succeed them from time to time as Trustee pursuant to the provisions of Section 6 of this Agreement.

1.02 Concurrently with the execution of this Agreement, the Settlor has transferred to the Trustee Three Hundred Dollars ($300.00), receipt of which hereby is acknowledged by the Trustee.

1.03 The Settlor has been fully informed as to the distinction between an irrevocable and revocable trust and hereby declares that the trust hereby created shall be irrevocable. The Settlor hereby surrenders all rights to revoke the same or to alter, amend or modify any of the provisions of this Agreement, and hereby surrenders all reversionary or other interests therein, including, but not limited to, any right to reimbursement for any tax which the Settlor shall pay on income or capital gain earned or recognized by the trust estate. Neither the creation of this trust nor any distribution of income or principal hereof shall be used, deemed or considered to discharge or relieve the Settlor of any of the Settlor's obligations.

1.04 Other property, real, or personal, may be transferred to the Trustee by the Settlor or by others during the lifetime of the Settlor. All property held by the Trustee may be referred to herein as the "trust estate".

1.05 This trust shall be known as the ARTURO GATTI IRREVOCABLE TRUST I.

1.06 Any reference to "child", "children", "descendant", or "descendants", however expressed, shall be construed as including legitimate descendants only, including any child or descendant by adoption, provided such child or descendant was adopted prior to attaining the age of eighteen (18) years. Any such term shall also include a child or descendant, either in being or in gestation at any relevant time. The term "descendants", however expressed, includes "children", "grandchildren", and more remote descendants. Notwithstanding the foregoing, any reference to "the Settlor's child", however expressed, shall be construed as including the Settlor's daughter, SOPHIA B. GATTI. Accordingly, any reference to "the Settlor's descendants", however expressed, shall be construed as including only the Settlor's said child and the descendants of said child.

1.07 Any reference to the "independent Trustee" shall refer to the Trustee of a trust, who, at such time, is not then a current beneficiary of such trust. Any reference to a "current beneficiary" of a trust shall refer to the person or persons who may, at such time, other than as a result of the exercise of a power of appointment, receive distributions of income or principal from such trust.

1.08 Any reference to a distribution "per stirpes" shall be construed in such manner as shall preserve, at the time of distribution, equality between or among those lines of descent having one or more then living members closest in relationship to the person of whom the "stirpes" are to be determined.

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1.07 Any reference to the "independent Trustee" shall refer to the Trustee of a trust, who, at such time, is not then a current beneficiary of such trust. Any reference to a "current beneficiary" of a trust shall refer to the person or persons who may, at such time, other than as a result of the exercise of a power of appointment, receive distributions of income or principal from such trust.

1.08 Any reference to a distribution "per stirpes" shall be construed in such manner as shall preserve, at the time of distribution, equality between or among those lines of descent having one or more then living members closest in relationship to the person of whom the "stirpes" are to be determined.

SECTION 2. *Withdrawal Rights.*

2.01 During each calendar year of the trust in which the Settlor is living (including the initial year), each of the beneficiaries of this trust as defined under Section 3.01 of this Agreement shall each have the right, following any addition to the trust estate which is deemed to be a gift for federal gift tax purposes, to make withdrawals from the trust in accordance with the following provisions:

a. The Trustee shall promptly send notice of the transfer and their rights of withdrawal in writing by mail or in person to each such beneficiary (or such beneficiary's representative), unless the Settlor delivers to the Trustee a written statement the Settlor has sent such a notice.

b. With respect to any additions made during the Settlor's lifetime, notwithstanding any other provisions herein, in each calendar year in which any addition is made:

1. Subject to the provisions of paragraph b.2. of this Section 2.01, the Settlor's child, SOPHIA B. GATTI, if living on the date of a transfer of property to such trust, shall have the power to withdraw from such trust an amount equal to the value of the property transferred to such trust on that date.

2. Anything hereinabove to the contrary notwithstanding, the total of all such powers of withdrawal with respect to each person under paragraph b.1. of this Section 2.01 upon whom such powers are conferred shall be limited in each calendar year to the maximum amount excludable for federal gift tax purposes under Section 2503(b) of the Code (presently providing a $12,000 per donor per donee annual gift tax exclusion), as affected by Section 2513(a) of the Code (presently permitting gift splitting between spouses), giving

full regard to all prior transfers made by the Settlor or the Settlor's spouse, whether, in trust, or directly to each such person during such calendar year.

3. Such powers of withdrawal lapse generally on the earlier of the last day of the calendar year in which a contribution is made, or thirty (30) calendar days following the date of such contribution. However, a power of withdrawal that would ordinarily lapse in accordance with the foregoing shall nevertheless continue to be exercisable by its holder to the extent that such a lapse would result in a release of such power under Section 2514(e) of the Code giving full regard to all prior lapses in such calendar year with respect to transfers by such donor to such power holder. A power of withdrawal continuing after such thirty (30) day period shall be added to any withdrawal rights arising after such thirty (30) day period, and together shall lapse annually only to the extent that such a lapse would not result in a release of such power under Section 2514(e) of the Code giving full regard to all prior lapses in such calendar year with respect to transfers by such donor to such power holder. The Trustee shall pay any amount withdrawn in cash or in kind, or partly in each, as the Trustee shall determine.

4. Anything hereinabove to the contrary notwithstanding, no person who, after the date of this instrument, has a committee, conservator, receiver, liquidator or trustee appointed for all or any portion of his or her assets, makes an assignment for the benefit of his or her creditors, or is the subject of any insolvency or similar proceeding under any federal or state statute shall have such power of withdrawal on or after the date of such appointment or assignment or the commencement of such proceeding unless, in the case of such proceeding, it is commenced against him or her without his or her acquiescence and is dismissed or discontinued within six (6) months after it has been commenced.

5. Each reference in this instrument to a section of the Code shall be deemed to refer to such section as in effect on the date of such transfer, or the equivalent provision of any successor statute in effect on the date of such transfer.

6. The notice exercising a right to withdraw shall be made in writing and delivered to the Trustee. Receipt of a notice of transfer is not a condition precedent to the right to exercise the power of withdrawal.

c. If a beneficiary is a minor or is otherwise legally incapacitated at the time of any such addition, the beneficiary's guardian or parent who is a descendant of the Settlor may make such demand on behalf of the beneficiary. If no party may act in accordance with the foregoing, IDA D. GATTI shall so act on any such beneficiary's behalf during such beneficiary's incapacitation. If, at any time and for any reason, IDA D. GATTI shall fail to act in this regard, the Trustee shall appoint a person, other than the Settlor, to make such demand on behalf of such beneficiary. The property received pursuant to the demand shall be held by such party for the benefit and use of such beneficiary; provided, however, that no amounts so withdrawn shall be expended in a manner so as to discharge or satisfy either the Settlor's or the Trustee's legal obligation of support to such beneficiary.

d. The initial principal of this trust shall be treated as an addition for the purpose of this Section.

e. The Trustee may satisfy the exercise of any right of withdrawal by distributing to the person making the withdrawal cash or other assets, including insurance policies or interests therein.

f. For purposes of this paragraph, the term "addition" or "addition to the trust estate" shall mean

any cash or other assets, including any life insurance policies (or any interest therein), which are transferred to the Trustee to be held as part of the trust estate and shall also include any premiums on policies of life insurance (or any interest therein) owned by the trust which premiums are paid, by the Settlor or any other person, directly to the insurance companies issuing the policies, rather than first being paid to the Trustee. In the case of any such premium which is paid directly to an insurance company, the date of the addition shall be deemed to be the date on which such premium payment is transmitted to the insurance company issuing the policy. The amount of any addition to the trust estate shall be the value of such addition for federal gift tax purposes.

2.02 Any amounts not withdrawn by the persons possessing withdrawal rights shall be held, administered, and ultimately distributed by the Trustee as hereinafter provided.

2.03 In no event shall the Settlor have the right, in any capacity, to exercise any withdrawal rights on behalf of any person to whom such rights may be granted.

2.04 Any withdrawal rights shall extend only to the property subject to such rights, and shall not extend to any income of the trust estate. Until withdrawal rights expire or are waived by the person or persons possessing such rights, the Trustee shall have no power to distribute the property subject to such rights pursuant to the authority granted in Section 3 of this Agreement, to any beneficiary (other than the party possessing such rights) to whom distribution otherwise might be made.

SECTION 3. *Distribution of Income and Principal.*

3.01 The beneficiaries of this continuing trust are the descendants (whether or not now in being) of the Settlor who are living from time to time.

3.02 a. During the lifetime of the Settlor, subject to the provisions of Section 6.06 of this Agreement, the Trustee may pay over to or apply for the benefit of the beneficiaries so much of the net income, and of the principal if necessary, of the trust estate as shall be desirable or appropriate for the health, education (including nursery school, kindergarten, private lower, middle and upper schools, college, trade school, post-graduate studies and such other training as is deemed primarily "educational" by the Trustee), and maintenance in reasonable comfort of the beneficiaries.

b. During the lifetime of the Settlor, the independent Trustee may appoint so much or all of the principal of this trust, to, or in trust for, any one or more of the Settlor's descendants, with such powers, and in such manner and proportions, as the independent Trustee may so designate. Notwithstanding the foregoing, the independent Trustee may not exercise this power in favor of the independent Trustee, the independent Trustee's estate, the creditors of the independent Trustee or the creditors of the independent Trustee's estate, nor may this power be exercised to discharge a legal obligation of the independent Trustee.

3.03 During the lifetime of the Settlor, the Trustee may use any part or all of the net income or the principal of the trust estate to purchase or pay premiums on insurance on the life of the Settlor. In connection therewith, the Trustee may elect any mode of premium payment or settlement option in connection with any such insurance. The Trustee shall also have the power to utilize any cash surrender value or other

accumulated reserve with respect to any policy for the payment of premiums on the same or any other policy of insurance on the life of the Settlor, whether by borrowing or otherwise. In all respects the Trustee shall possess all incidents of ownership with respect to any policy of insurance on the life of the Settlor, including the right to borrow against any policy and to pay interest with respect to such borrowing, regardless of whether the purpose of any such loan is to pay premiums or to make cash available for any other purpose.

3.04 Upon the death of the Settlor, the Trustee shall promptly collect the proceeds from any insurance policies on the life of the Settlor which may then form a part of the principal of the trust estate. Such proceeds, if any, together with any accumulated income and other assets then held by the Trustee shall be administered thereafter as is provided in this Agreement.

3.05 Upon the death of the Settlor, only to the extent that any portion of the trust estate shall be included in the gross estate of the Settlor for federal estate tax purposes without regard to the provisions of this Section 3.05, the Trustee may pay over to the proper authorities for the account of the Personal Representative of the Settlor's estate such incremental estate, inheritance, and succession taxes (except any taxes imposed by Chapter 13 of the Code or Section 2032A of the Code) as are occasioned by the death of the Settlor and the inclusion of such portion of the trust estate in the gross estate of the Settlor.

3.06 After the death of the Settlor, the balance of the trust estate after the payment of taxes under Section 3.05 of this Agreement (or all thereof if no portion of the same shall be included in the gross estate of the Settlor for federal estate tax purposes) shall be administered as provided in this Agreement.

3.07 Upon the death of the Settlor, the Trustee shall divide the balance of the trust estate into two (2) equal

shares and such shares shall be distributed as follows:

a. One (1) such equal share shall be distributed to the Settlor's mother, IDA D. GATTI, if she is then living, and if not, then such share shall be further divided into five (5) equal sub-shares, and such sub-shares shall be distributed as follows:

i. One (1) such equal sub-share shall be distributed to the Settlor's sister, ANNA MARIA GATTI, if she is then living, and if not, then to her then living descendants, per stirpes.

ii. One (1) such equal sub-share shall be distributed to the Settlor's sister, PINA GATTI, if she is then living, and if not, then to her then living descendants, per stirpes.

iii. One (1) such equal sub-share shall be distributed, in equal shares, to the then living children of the Settlor's brother, JOSEPH GATTI.

iv. One (1) such equal sub-share shall be distributed to the Settlor's brother, FABRIZIO GATTI, if he is then living, and if not, then to his then living descendants, per stirpes.

v. One (1) such equal sub-share shall be distributed, in equal shares, to the then living children of the Settlor's sister, MIRELLA CRISPO.

vi. If all of the beneficiaries who are either mentioned or described in any of subparagraph i. through v. of this paragraph a. of this Section 3.07 shall not be living at the time of the

Settlor's death, then the sub-share distributable under such subparagraph shall be divided and distributed equally among the remaining subparagraphs for which there shall be then living at least one beneficiary.

b. One (1) such equal share shall be distributed to the Settlor's daughter, SOPHIA B. GATTI, if she is then living, and if not, then to her then living descendants, per stirpes.

c. If all of the beneficiaries who are either mentioned or described in either of paragraph a. or b. of this Section 3.07 shall not be living at the time of the Settlor's death, then the share distributable under such paragraph shall be combined and distributed with the share distributable under the other paragraph for which there shall be then living at least one beneficiary.

d. Any property otherwise distributable pursuant to this Section 3.07 to SOPHIA B. GATTI, if she has not then attained the age of thirty-five (35) years, shall be paid over and delivered to the applicable Trustee designated in Section 6.01 of this Agreement, who shall hold such property in separate trust for SOPHIA B. GATTI, which trust shall be administered pursuant to the provisions of Section 3.08 of this Agreement.

3.08 This Section 3.08 of this Agreement shall govern the administration, in trust, of property set apart pursuant to this Agreement for the benefit of SOPHIA B. GATTI, if she has not then attained the age of thirty-five (35) years. The applicable Trustee designated in Section 6.01 of this Agreement shall hold any such property so set apart for SOPHIA B. GATTI in separate trust for the benefit of SOPHIA B. GATTI, which trust shall be administered as follows:

a. During the continuance of such trust, the Trustee shall pay over to or apply for the benefit of SOPHIA B. GATTI so much of the net income, and of the principal if necessary, of the trust estate as in the sole and absolute discretion of the Trustee shall be desirable or appropriate for SOPHIA B. GATTI's maintenance in reasonable comfort, support in her accustomed manner of living, health, medical and dental expenses, education (including nursery school, kindergarten, private lower, middle and upper schools, college, trade school, post-graduate studies and such other training as is deemed primarily "educational" by the Trustee), and for such other purposes as the Trustee, in its sole and absolute discretion, shall deem appropriate.

b. Upon attaining the age of twenty-five (25) years, SOPHIA B. GATTI shall have the right to withdraw at any time and from time to time thereafter from the principal of the trust set apart for her (including any additions to such trust) one-twentieth (1/20) thereof as valued on her twenty-fifth birthday (or, if later, on the date as of which such trust is set aside for her).

c. Upon attaining the age of thirty (30) years, SOPHIA B. GATTI shall have the right to withdraw at any time and from time to time thereafter from the principal of the trust set apart for her (including any additions to such trust) two-nineteenths (2/19) of the balance of the trust not previously subject to her right of withdrawal as valued on her thirtieth birthday (or, if later, on the date as of which such trust is set aside for her).

d. Upon attaining the age of thirty-five (35) years, SOPHIA B. GATTI shall have the right to withdraw at any time and from time to time thereafter from the principal of the trust set apart for her (including any additions to such trust) any part or all of the balance thereof, to the end that she

thereafter may terminate the trust.

e. Upon the death of SOPHIA B. GATTI, any remaining principal and income in her trust shall be distributed to SOPHIA B. GATTI's then living descendants, per stirpes, if any, and if not, then to the Settlor's mother, IDA D. GATTI, if she is then living, and if not, then such property shall be divided into five (5) equal shares and such shares shall be distributed as follows:

i. One (1) such equal share shall be distributed to the Settlor's sister, ANNA MARIA GATTI, if she is then living, and if not, then to her then living descendants, per stirpes.

ii. One (1) such equal share shall be distributed to the Settlor's sister, PINA GATTI, if she is then living, and if not, then to her then living descendants, per stirpes.

iii. One (1) such equal share shall be distributed, in equal shares, to the then living children of the Settlor's brother, JOSEPH GATTI.

iv. One (1) such equal share shall be distributed to the Settlor's brother, FABRIZIO GATTI, if he is then living, and if not, then to his then living descendants, per stirpes.

v. One (1) such equal share shall be distributed, in equal shares, to the then living children of the Settlor's sister, MIRELLA CRISPO.

vi. If all of the beneficiaries who are either mentioned or described in any of subparagraph

i. through v. of this paragraph e. of this Section 3.08 shall not be living at the occurrence of the event causing distribution to be made hereunder, then the share distributable under such subparagraph shall be divided and distributed equally among the remaining subparagraphs for which there shall be then living at least one beneficiary.

SECTION 4. *Powers of Trustee.*

4.01 The Trustee shall have all powers, authorities, and discretions granted by common law, statute, and under any rule of court. In addition, the Trustee is expressly authorized and empowered in the Trustee's sole and absolute discretion to exercise the powers set forth below.

4.02 The Trustee may invest and reinvest in such stocks, bonds, or other property, real or personal, including the purchase or sale of private annuities, life estates, and remainder interests, options on securities, and uninsured money market funds, as the Trustee may consider advisable or proper, without application to or the approval of any court and without being restricted as to the character of any investment of trust funds.

4.03 The Trustee may hold investments in the name of a nominee.

4.04 The Trustee may make distribution of the assets of the trust in money or in kind, or partly in money and partly in kind, and the judgment and any determination of the Trustee in connection therewith, including values assigned to various assets and decisions to make non-pro rata distributions in kind, shall be binding and conclusive on all persons interested therein; provided, however, that all withdrawal requests pursuant to Section 2 of this Agreement shall be satisfied by the Trustee from the property subject to the transfer giving rise to such withdrawal rights.

4.05 The Trustee may retain any property (whether or not income producing) that may be transferred to the trust until such time as the Trustee may deem it desirable to dispose thereof. The Trustee also shall have the specific power, in the Trustee's sole and absolute discretion, at any time and from time to time, to retain or surrender, in whole or in part, or to borrow against the cash surrender value of, any insurance policy which may at any time form a part of the trust estate in order to continue to make premium payments on such policy.

4.06 The Trustee may borrow money, with the payment of no interest or such interest as is deemed appropriate by the Trustee, for any purpose connected with the protection, preservation, or improvement of the trust, or the enhancement of the benefits to the beneficiaries hereof, and may create one or more mortgages on, or pledges of, any part or all of the property held by the Trustee, whenever the Trustee shall deem the same advisable.

4.07 The Trustee may pay, compromise, or adjust any claims of the trust against others or of others against the trust as the Trustee shall deem advisable.

4.08 The Trustee may, with sole discretion, if, at any time the fair market value of any trust under this instrument is Fifty Thousand Dollars ($50,000) or less, terminate and distribute said trust to the current income beneficiary or beneficiaries, in the same proportions to which they are entitled to income, or equally, if no such proportions exist.

4.09 The Trustee may, after the death of the Settlor, merge the principal of any trust hereunder with any trust formed by the Settlor, either during the Settlor's life or testamentarily, provided the terms of such trust or trusts are substantially identical to the trust hereunder, and further provided such combination will not result in the merged trust having a generation-skipping transfer tax inclusion ratio of other than zero (0) or one (1).

4.10 The Trustee may exercise or not exercise any election, option, or deduction of administration expenses in connection with the computation of federal estate tax or federal income tax liabilities of the Settlor's estate, regardless of the fact that the federal estate tax on the Settlor's estate is thereby increased or that there is a change in the proportions in which various persons share in the Settlor's estate. The Trustee shall have no liability for or obligation to make compensating adjustments between principal and income or in the interests of the beneficiaries by reason of having made or not made any such election.

4.11 The Trustee may employ and pay compensation of accountants, legal counsel, brokers and other agents, and to pay Trustee's commissions and attorney's fees on account without beneficiary or court approval, but subject to allowance or disallowance on the settlement of their accounts.

4.12 With respect to any closely held business (Business) interest, the Trustee may acquire, hold and operate any Business as a part of any trust herein created, notwithstanding the fact that certain risks are inherent in the operation of any business; and in passing upon any question as to whether the Trustee is accountable for any loss, it should be recognized that the Trustee is hereby authorized to engage in any such enterprise. If any Business operated by the Trustee pursuant to the authorization contained in this trust shall be unincorporated, then all liabilities arising therefrom shall be satisfied, first, out of the Business itself and, second, out of the trust estate. If the Trustee shall be held personally liable because of any contractual or delictual liability incurred by the Trustee in the operation of the Business, the Trustee's right to indemnification shall be satisfied, first, out of such Business and, second, out of the trust estate. With respect to any such interest, the Trustee, including any successor, shall be vested with all of the powers and authority contained in this Section 4, the applicability of which to the Business is hereby confirmed without limitation by reason of specification, in addition to all powers conferred by law, all of which may be exercised with respect to any Business, whether a corporation, a partnership, a sole proprietorship, or a limited liability company. In addition, the Trustee shall be vested with all of the following powers and authority:

a. To retain and continue to operate the Business for such period as the Trustee may deem advisable.

b. To control, direct and manage the Business. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation of the Business, and the Trustee may delegate all or any part of its power to supervise and operate to such persons as it may select, including any associate, partner, member, officer or employee of the Business.

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary (or individual Trustee) in any of the foregoing capacities.

d. To invest other trust funds in the Business; to pledge other assets of the trust as security for loans made to the Business; and to loan funds from the trust to the Business.

e. To organize a corporation or limited liability company under the laws of the State of New Jersey or any other state or country and to transfer thereto all or any part of the Business or other property held in the trust, and to receive in exchange therefor such stocks, bonds, interests, and other securities as the Trustee may deem advisable.

f. To take any action required to convert any corporation or limited liability company into a partnership, limited liability company or sole proprietorship, and vice versa.

g. To sell or liquidate all or any part of any business at such time and price and upon such terms and conditions, including credit, as the Trustee may determine. The Trustee is specifically authorized and empowered to make such sale to any partner, member, officer or employee of the Business, or to any individual Trustee, or to any beneficiary hereunder.

h. To exercise any of the rights and powers herein conferred in conjunction with another or others.

4.13 The Trustee may lend money to the Settlor's estate upon such terms but with adequate interest and security as the Trustee may from time to time, deem advisable.

4.14 The Trustee may purchase assets from the Settlor's estate at fair market value; or exchange assets, including cash, with the Settlor's estate, at fair market value.

4.15 With respect to all life insurance policies payable to and/or owned by the Trustee hereunder:

a. Payment of Premiums.

(i) The Trustee may but shall not be under any obligation to pay the premiums which may become due and payable under the provisions of such policies of insurance, or of any policies purchased by the Trustee, or to make certain that such premiums are paid by the Settlor or others, or to notify any persons of the nonpayment of such premiums, and shall be under no responsibility or liability of any kind in case such premiums are not paid.

(ii) Upon notice at any time during the continuance of this trust that the premiums due upon any or all of such policies are in default, or that premiums to become due will not be paid either by the Settlor or by any other person, the Trustee, in the Trustee's discretion, may apply any cash values attributable to such policies to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policies from the insurance company or from any other source for the payment of premiums due thereon, or may accept the cash value of such policies upon their forfeiture, or may do any other acts, which, in the

Trustee's sole discretion, will serve to carry out the intent of this trust. If the insured under such policies of insurance, becomes totally and permanently disabled, within the meaning of any or all of such policies, and because of such disability, the payment of premiums, or any of them, shall, during the pendency of such disability, be waived, the Trustee, upon notice of such disability, shall promptly notify the insurance companies which have issued such policies and shall take any and all steps necessary to make such waiver of premium provision effective.

b. Controversy. In the case of controversy or litigation over the collection of the policy proceeds, the Trustee is authorized to compromise or settle any contest concerning the policies or collection of the proceeds. The Trustee shall be under no obligation to institute proceedings to enforce payment of the policies unless the Trustee shall have been indemnified to the satisfaction of the Trustee against the expense of litigation.

c. Insurance Company. The life insurance companies shall have no responsibility to see to the performance of the trusts.

4.16 The Trustee may execute, acknowledge, and deliver any and all instruments in writing which the Trustee may deem advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustee shall be bound to see to the application by the Trustee of any property paid or delivered pursuant to the terms of such instrument.

4.17 If by virtue of the allocation of any federal generation-skipping transfer tax exemption ("GST exemption") to any transfer into a trust under this Agreement, such trust would have a generation-skipping transfer tax inclusion ratio other than one (1) or zero (0), the Trustee of such trust, before such allocation, shall create or divide such trust into two (2) separate trusts which are fractional shares, known as the "exempt trust" and the "nonexempt trust". The exempt trust is that fractional share of the total trust fund that has a generation-skipping transfer tax inclusion ratio of zero (0), and the nonexempt trust is the remaining fractional share of the trust, with a generation-skipping transfer tax inclusion ratio of one (1). In dividing the property hereunder into the exempt trust and the nonexempt trust: (1) the values as finally determined for federal estate and gift tax purposes (or, if no tax return is required to be filed, the values determined in accordance with federal estate and gift tax laws), will be conclusive; and (2) the Trustee may select the property to be used to satisfy the exempt trust and the nonexempt trust, but the Trustee must select such property in a manner that the assets, including cash, of each share will have an aggregate fair market value fairly representative of each share's proportionate share of the appreciation or depreciation in the value to the date or dates of allocation of all property then available for allocation. The terms and conditions of the nonexempt trust and the exempt trust will be identical. Any reference in the trust agreement to such trust, without a further specification or limitation shall be deemed to refer to both each exempt trust and each nonexempt trust, in proportionate amounts, where relevant. The foregoing, however, shall not preclude the Trustee from first making discretionary distributions out of the principal and income of the nonexempt trust, where appropriate. The assets of each separate exempt and nonexempt trust shall be held, administered and invested as separate trusts, and the Trustee must maintain adequate accounting and records for such trusts.

SECTION 5. *Payment of Income and Principal.*

5.01 The Trustee shall pay all amounts of income and principal payable hereunder to any person, into the hands of such person and not unto any other person or entity whatsoever, whether claiming by a beneficiary's authority or otherwise; nor may any payments be anticipated by any beneficiary. However, a deposit to the credit of the account of a beneficiary in a bank or trust company designated by such beneficiary in writing shall be deemed to be the equivalent of payment into the hands of such beneficiary.

5.02 The Trustee shall have the further power to make payments of any income or principal for a beneficiary (i) to such person; (ii) to the individual, other than the Settlor, who is, in the judgment of the Trustee, in proper charge of such person, regardless of whether there is a court order to that effect; (iii) in the case of a minor, to a custodian, other than the Settlor, named by the Trustee to be held under the applicable Uniform Transfers to Minors Act, under which Act this gift is made; or (iv) by paying or applying any part or all thereof for a beneficiary's benefit or on a beneficiary's behalf; and in every such event payment may be made without any necessity to account to, qualify in, or seek the approval of any court, and any such payments made in good faith shall be deemed proper and shall be a complete release and acquittance of the Trustee therefore.

SECTION 6. *Successor Trustees; General Administration.*

6.01 If the Trustee named herein, or any successor Trustee, shall wish to resign, or shall for any reason fail to be able to qualify or continue as such, the Settlor shall have the right, power, and authority to designate a successor Trustee, other than the Settlor. After the death of the Settlor, with respect to any trust set apart for

SOPHIA B. GATTI under Section 3.08 of this Agreement, IDA D. GATTI and MORGAN STANLEY TRUST COMPANY shall serve as Trustees over such trust. If, at any time and for any reason, IDA D. GATTI shall fail to qualify or continue as Trustee over SOPHIA B. GATTI's trust, then FABRIZIO GATTI shall serve as Trustee in place of IDA D. GATTI. Subject to the aforementioned provisions, if, at any time and for any reason, a Trustee shall fail to qualify or continue as such, and no successor Trustee is appointed, leaving only one Trustee serving, such sole remaining Trustee may appoint a Co-Trustee, other than the Settlor, to serve with such Trustee and a successor Trustee, other than the Settlor, to serve thereafter. Any Trustee and any successor Trustee of any trusts established hereunder shall have the right and power to resign at any time by written notice to any Co-Trustee then serving and the current adult income beneficiary or beneficiaries of the trust. The resignation of a Trustee shall become effective upon the appointment and written acceptance of the successor Trustee. If no successor is appointed and qualifies within thirty days of the resignation of the Trustee, then the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee.

6.02 The Trustee shall be excused from filing any account with any court; however, the Trustee shall render an annual account and may, at any other time, including at the time of the death, resignation, or removal of any Trustee, render an intermediate account to those individuals then possessing an invasion privilege pursuant to Section 2 of this Agreement, and to those persons then having a right (whether discretionary or absolute) to the distribution of income who are then of sound mind and over the age of eighteen years. The failure to object in writing within thirty days of receipt of such account shall constitute a binding and conclusive acceptance of such account by and on behalf of all persons then having or thereafter acquiring or claiming any interest in this trust, including any remainderman, and shall be a complete discharge to the Trustee and all successor Trustees with respect to all matters contained in the account to the same extent as

though the account had been judicially settled and allowed by decree or judgment of a court of competent jurisdiction in an action or proceeding in which all persons ever having, acquiring, or claiming any interest were duly made parties and were duly represented.

6.03 Any Trustee shall at all times serve as such without bond, and the trusts herein created shall not be administered under the direction or jurisdiction of any court.

6.04 Successor Trustees hereunder shall serve as such without application to or the approval or leave of any court and shall have the rights, powers, discretions, duties, responsibilities, and limitations granted to or imposed upon the original Trustee.

6.05 Any additional transfer of property by the Settlor to this trust shall be absolute and without reservation in the Settlor of any incident of ownership in any additional property; provided, however, that the duties of the Trustee shall not be increased by virtue of any such transfer without the consent of the Trustee.

6.06 Unless explicit provision to the contrary is made in the provisions governing the distribution of the trust, no individual Trustee who is also a current beneficiary of a trust hereunder shall participate in exercising any discretion as to whether or to what extent principal or income shall be distributed or applied to or for his or her benefit (including the discharge of his or her legal obligations) or for the benefit of his or her minor children, or as to whether any receipt or disbursement shall be allocated in whole or in part to or against principal or income, or to terminate any trust hereunder. All said powers shall be exercisable by the other Trustee serving hereunder, and if there be none, such discretion shall not be exercised until a Trustee is appointed who is capable of exercising the same. Notwithstanding the foregoing, this provision shall not

apply to any discretionary power granted under Section 2 of this Agreement.

6.07 If at any time there shall be acting as sole Trustee of a trust hereunder an individual who is also a current beneficiary of such trust, then and in that event, such Trustee shall designate one or more individuals and/or a corporate banking or trust institution as Co-Trustee to serve with such Trustee and to act as successor Trustee. Such designation shall be in writing. It is the Settlor's intention that no individual who is a current beneficiary of any trust under this Agreement shall ever act as sole Trustee of such trust.

6.08 The Trustee shall be entitled to reasonable compensation for services rendered. Compensation paid to any Trustee pursuant to statutory rates or published fee schedules in effect from time to time shall be presumed to be reasonable. The Trustee shall be entitled to reimbursement for reasonable expenses incurred in connection with his or her fiduciary duties.

6.09 (a) Notwithstanding the previous provisions of this trust, if a beneficiary under age twenty-one (21) becomes absolutely entitled to the distribution of any property under the foregoing provisions such property shall immediately vest in such beneficiary. However, the Trustee in its discretion may distribute the property at any time if that Trustee feels the funds will be properly expended directly to the beneficiary or to a parent or any other person or entity on behalf of the beneficiary, or to a custodian for the beneficiary under a Uniform Transfers to Minors Act, or to the Trustee named in this trust. If the property is distributed to the Trustee, the Trustee shall hold the property as a separate trust for the benefit of the beneficiary and shall pay to or apply for his or her benefit all the net income and so much of the principal at any time and from time to time as the Trustee with sole discretion believes advisable to provide adequately for the beneficiary's health, maintenance, education and support in reasonable comfort.

(b) All funds not paid to or applied for the beneficiary in accordance with Section 6.09(a) shall be paid to the beneficiary at age twenty-one (21) or to the beneficiary's descendants in the event of the beneficiary's death prior to age twenty-one (21), or if the beneficiary has no such descendants at such time, to the beneficiary's heirs by intestacy. Upon obtaining a receipt from the person to whom distribution is made, the Trustee shall be relieved of any further obligations with respect to the property distributed.

6.10 If any beneficiary of this Trust Agreement dies within ninety (90) days after the death of the Settlor or within ninety (90) days after the death of any person other than the Settlor, upon whose death such beneficiary would, but for this Section, be entitled to receive income or principal under this Trust Agreement, then for the purposes of this Trust Agreement, such beneficiary shall be deemed to have predeceased the Settlor or such person other than the Settlor, as the case may be, provided, however, that this Section shall not be construed to permit any suspension of ownership or of the power of alienation, or any other similar rule.

6.11 Notwithstanding any other provision of this trust, if the Trustee is to receive stock of an S Corporation (as defined in Section 1361(a) of the Code), and the independent Trustee determines in the independent Trustee's sole discretion that, absent further action by the independent Trustee, the stock cannot continue to be held in trust in accordance with this instrument without causing the corporation to lose its status as an S Corporation, the Settlor authorizes the independent Trustee to take such action to ensure such stock can continue in trust for the intended beneficiary of such stock, whereby such trust shall be an eligible shareholder of an S Corporation. The Settlor requests (but does not direct) that the Trustee consult with the Settlor's adult beneficiaries with respect to any such action taken hereunder.

6.12 Except as otherwise provided in this Agreement, with respect to any trust created hereunder, any Trustee serving over such trust is expressly authorized and empowered to exercise any Trustee power without the necessity of obtaining the approval of any other Trustee then serving over such trust.

6.13 If, upon the death of any beneficiary for whom a trust shall have been set aside under this Agreement, any portion of such beneficiary's trust would be subject to a generation-skipping transfer tax if such beneficiary were not to exercise any limited testamentary power of appointment granted to such beneficiary under this Agreement, such beneficiary shall have the power to appoint by Last Will and Testament, making specific reference to this power of appointment, such portion of such trust to the creditors of such beneficiary's estate. To the extent the inclusion of such trust in such beneficiary's estate for tax purposes generates incremental estate, inheritance and succession taxes, the Trustee of such trust shall remit such incremental taxes to the Personal Representative of such beneficiary's estate. The Trustee of such trust is authorized to rely conclusively upon such beneficiary's Personal Representative's written certification of such incremental taxes and shall not have a duty (1) to determine the accuracy of the amount so certified or (2) to see the application of any sum paid to such Personal Representative.

6.14 The Trustee shall be under no duty and shall not be liable to any beneficiary for failure to buy, sell or engage in any transaction directly or indirectly involving securities concerning which the corporate Trustee, in its corporate capacity or through an Authorized Party, may have acquired any information which has not been disclosed to the public. For purposes of this paragraph, "Authorized Party" shall be construed as any individual or entity with which the Trustee is associated or affiliated in any way, including, but not limited to, any such individual or entity associated or affiliated through any direct or indirect ownership interest of any sort.

6.15 The Trustee (herein "primary Trustee") is authorized to appoint a person, other than the Settlor, or qualified corporation at any time to act as special Trustee for the administration of property with respect to which the primary Trustee shall make the determination, in its discretion, that it is not eligible to act or cannot administer in a practicable manner. The primary Trustee may at any time revoke such appointment. So long as any such appointment is in effect, any power or authority hereunder that would be exercisable by the primary Trustee with respect to the assets to be administered by the special Trustee, if the primary Trustee was subject to no restriction or limitation with respect to the administration of such assets, may be exercised by the special Trustee with the same force and effect as if the primary Trustee had itself taken such action in the absence of any such restriction or limitation. The special Trustee shall act without bond or security and shall not account to any court. The special Trustee may receive and retain customary and reasonable compensation for services in such capacity in addition to the compensation to which the primary Trustee is entitled under this Agreement.

6.16 Any corporate Trustee hereunder may resign as to any separate trust hereunder by delivering its written resignation to a majority in interest of the beneficiaries to whom income from such separate trust may then be paid hereunder. A majority in interest of the beneficiaries then entitled to receive income from such separate trust hereunder may, without liability to any present or future beneficiary of any trust created hereunder, approve the accounts of and give a full and complete release and discharge to any resigned corporate Trustee hereunder and upon approval of the accounts of a resigned corporate Trustee, shall appoint any bank or trust company having a combined capital and surplus of not less than Fifteen Million Dollars ($15,000,000), wherever located, as successor Trustee. Such persons have the right without the concurrence of any remainderman or other party in interest to determine on behalf of all beneficiaries the propriety of giving any such approval, release and discharge, notwithstanding that their interest may

possibly be or become adverse to those of other beneficiaries. Such approval, release and discharge shall have the same effect as a final decree of a court of competent jurisdiction. The legal representative of the estate, parent or guardian of any beneficiary under disability shall receive notice for and may act on behalf of such beneficiary under this Section.

6.17 Any corporate Trustee serving hereunder, in addition to all other powers and authorities granted to such Trustee, is expressly authorized:

a. To engage any corporation, partnership or other entity affiliated with the corporate Trustee (an "Affiliated Entity") to render services to any trust hereunder, including, without limitation:

i. To manage or advise on the investments of such trust on a discretionary or nondiscretionary basis.

ii. To act as a broker or dealer to execute transactions, including the purchase of any securities currently distributed, underwritten, or issued by an Affiliated Entity, at standard commission rates, mark-ups or concessions, and to provide other management or investment services with respect to such trust, including the custody of assets and to pay for any such services from trust property, without reduction for any compensation paid to the corporate Trustee for its services as trustee.

b. To invest in mutual funds offered by an Affiliated Entity or to which an Affiliated Entity may render services and from which an Affiliated Entity receives compensation.

c. To retain or sell the trust property, including any securities issued by any corporate Trustee, and to invest and reinvest the same in all forms of property, including, without limitation, stocks, bonds, mutual funds, notes, securities, or other property, including securities issued by the corporate Trustee.

d. To cause or permit all or any part of any trust hereunder to be held, maintained, or managed in

any jurisdiction and to hold any trust property in the name of its nominee or a nominee of any Affiliated Entity.

e. The corporate Trustee shall have the power to employ, and to delegate any of its discretionary powers and nondiscretionary powers to agents, including but not limited to attorneys, investment advisors, appraisers, or accountants as it deems necessary and proper and to pay for such services from the trust property.

6.18 The individual Trustee or, if there is more than one individual Trustee acting, the individual Trustees, by majority agreement, or if there is no individual Trustee, the current beneficiaries, by majority agreement, may remove the Corporate Trustee by delivering to the Corporate Trustee a notice of removal signed by the individual Trustee or Trustees or, if applicable, by the current beneficiaries, and by filing a copy of the notice of removal with the trust records. The removal shall be effective twenty (20) days after delivery of the notice, provided that there is a contemporaneous appointment by such individual or individuals of a substitute Corporate Trustee that (i) has a combined capital and surplus of at least Fifteen Million Dollars ($15,000,000), and (ii) has continuously engaged in business as a corporate Trustee for at least Fifteen (15) years prior to its appointment (including such activities through predecessor corporate entities).

SECTION 7. ***Miscellaneous Provisions.***

7.01 The Settlor shall execute such other and further instruments as the Trustee may deem necessary to further the purposes of this trust.

7.02 In no event shall any property transferred to this trust revert to the Settlor or to the Settlor's estate,

except as provided for under Section 3.05 of this Agreement.

7.03 This trust is a New Jersey trust, made in that State, and is to be governed, construed, and administered according to the laws of New Jersey.

7.04 This trust shall be irrevocable, and the Settlor hereby expressly acknowledges that the Settlor shall have no right or power, whether alone or in conjunction with others, in whatever capacity, (i) to alter, amend, revoke, or terminate this trust, or any of the terms of this Agreement, in whole or in part; (ii) to designate the persons who shall possess or enjoy the trust property, and the income therefrom; (iii) to exercise any of the incidents of ownership in any property transferred to the trust; or (iv) to derive beneficial enjoyment of any of the trust estate. Furthermore, no property forming the principal or income of this trust shall be used to defray any of the Settlor's obligations.

7.05 The Trustee hereby accepts the trust herein created and covenants and agrees to and with the Settlor in consideration thereof that the Trustee will execute the same as herein provided with all due fidelity.

7.06 So long as there is no Corporate Trustee, the individual Trustee shall have the specific power, at the expense of the trust estate, to place all or any part of the securities or other property at any time held by the Trustee in the care or custody of any bank or trust company as "custodian", and to employ investment counsel. While such securities or other property are in the custody of any such bank or trust company the Trustee shall be under no obligation to inspect or to verify the same; nor shall the Trustee be responsible for any loss or misapplication by such bank or trust company.

7.07 Notwithstanding anything herein to the contrary, no trust shall continue beyond the end of the perpetuities period, if any, of the State whose law governs the interpretation of this instrument. For these purposes, the perpetuities period shall mean the maximum duration of a trust which would not render such trust (or any interest in such trust) invalid. At the end of the perpetuities period, if any, such trust shall terminate and the principal thereof (including any accumulated income) shall be distributed to the persons then entitled to the income thereof at said moment, and in the same proportions, and if no proportions are specified, then in equal shares.

7.08 The captions of the various sections of this trust are for convenience and identification purposes only and in no way define, limit, expand or describe the scope, intent or provisions of this trust, or in any manner affect this trust. The singular shall be deemed to include the plural, the masculine, the feminine, and vice versa.

IN WITNESS WHEREOF, the Settlor and the Trustees have set their hands as of the dates indicated.

WITNESS:

ARTURO GATTI DATE 4/24/07

IDA D. GATTI DATE

PATRICK J. LYNCH DATE 4/26/07

STATE OF NEW JERSEY)
:SS.
COUNTY OF Essex)

BE IT REMEMBERED, that on this 26th day of April, 2007, before me, the subscriber, an Attorney at Law in the State of New Jersey, personally appeared ARTURO GATTI, who, I am satisfied, is the Settlor named herein and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed for the uses and purposes therein expressed.

GILBERT M. LEVINE
Attorney at Law
State of New Jersey

_____)
:SS.
_____)

BE IT REMEMBERED, that on this _____ day of _____, 2007, before me, the subscriber, a _____, personally appeared IDA D. GATTI, who, I am satisfied, is the Trustee named herein and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed for the uses and purposes therein expressed.

_____

Name: _____

STATE OF NEW JERSEY)
:SS.
COUNTY OF Essex)

BE IT REMEMBERED, that on this 26th day of April, 2007, before me, the subscriber, an Attorney at Law in the State of New Jersey, personally appeared PATRICK J. LYNCH, who, I am satisfied, is the Trustee named herein and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed for the uses and purposes therein expressed.

GILBERT M. LEVINE
Attorney at Law
State of New Jersey

PREMARITAL AGREEMENT

THIS AGREEMENT, made this 22nd day of August, 2007, between **HUSBAND**, Arturo Gatti, residing at 354 Salinger Court, Morganville, New Jersey and **WIFE**, Amanda Rodrigues, residing at 1311 Virginia Street. Elizabeth, New Jersey.

WITNESSETH:

WHEREAS, the parties wish to enter into a Pre-Marital Agreement pursuant to title N.J.S.A. 37:2-31, et seq.; and

WHEREAS, the parties are about to marry. In anticipation thereof, they desire to set forth and determine by this Pre-Marital Agreement all rights and claims that will accrue to either of them in the estate and property of the other by reason of the legal consequences of their upcoming marriage. Therefore, they wish to settle and define all of their rights and interest, present and future, legal and equitable, vested or contingent, in the real and personal property of the other which each party has acquired prior to their upcoming marriage to one another, including present and future income or earnings of one another and, by this agreement, wish to memorialize their intention to waive their interest in one another's property and income as set forth in this agreement; and

WHEREAS, each party recognizes that certain interest, rights, claims, responsibilities and obligations may accrue to each of them in the property and interests of the other as a result of the contemplated marriage between them; and

NOW, THEREFORE, in consideration of their upcoming marriage, and in further consideration of the mutual promises and undertakings hereinafter set forth, the parties agree:

GENERAL STATEMENT OF INTENTIONS

1. While in no way limiting or restricting the understanding of the parties, the provisions or restricting the understanding of the parties, the provisions or effect of this Agreement, the parties generally state that by entering into this Agreement each intends to protect and preserve his/her respective separate property as now or may have in the future be constituted and to waive any rights either may have as against the other for spousal support, and to minimize the time, and financial and emotional cost involved in the unfortunate event of a future separation or marital dissolution proceeding between them.

DISCLOSURE OF FACTS

2. The parties hereby acknowledge that to their mutual satisfaction, each has had the opportunity to ascertain and is fully acquainted with and aware of the approximate income, property, net worth and general financial circumstances of the other as set forth herein; that each as ascertained and weighed all of the facts, conditions and circumstances likely to influence his/her judgment in all matters embodied herein, and that each has given due consideration to all such matters and questions; that each clearly understands and consents to all of the provisions hereinafter contained, having had the benefit and advice of independent legal counsel of his/her own choice; and that each is willing to accept the provisions of this Agreement in lieu of all other rights either may otherwise have under the law but for this Agreement.

EFFECT OF AGREEMENT AND SEPARATE PROPERTY DEFINED

3. Except as may be provided herein to the contrary, after the solemnization of the marriage between the parties, each party shall separately retain all rights in and to his/her own property as is presently or may in the future be constituted, which property shall include any appreciation or depreciation in the value thereof as a direct or indirect result of the contributions or efforts of either party or due to market factors, and any new, additional or substitute property as may be created and traced from such separate property, together with any items inadvertently omitted, all as more particularly set forth in Schedules "A" and "B" annexed hereto (collectively referred to herein as "the separate property" or "separate property"). Each party shall have the absolute and unrestricted right to use his/her said separate property in any manner and at any time as each may deem fit free from any claim that may be made by the other by reason of their marriage, and with the same effect as if no marriage had been consummated between them.

PRE-MARITAL ASSETS OWNED BY THE PARTIES

4. Attached hereto and made a part hereof are Schedules "A" and "B" which is a list of all assets owned by **HUSBAND** an **WIFE**, respectively, which constitutes the subject matter of this Agreement.

5. Attached as Schedule "A" are the assets the **WIFE** is waiving all of her present and future rights or interest in as more particularly set forth in Paragraph 3 of this Agreement.

6. **WIFE** hereby waives, discharges and releases all of her right, title and interest, both legal and equitable, vested or contingent, in all real and personal property of **HUSBAND** as set forth in Schedule "A".

7. **WIFE** has no assets, either real or personal, and the parties are entering into this Agreement with the full understanding that the only party who possesses any assets of value is **HUSBAND** and that **WIFE** neither has any assets or liabilities.

8. **HUSBAND** shall, during his lifetime, keep and retain sole ownership, control and enjoyment of all real and personal property as set forth in Schedule "A", which assets are now owned by him, free and clear of any claim by the other. This clause, and **WIFE'S** waiver of her interest in **HUSBAND'S** property as set forth in this Agreement, shall apply to all future increments in value of the assets set forth in the attached Schedule, and **HUSBAND** is free to sell, use, transfer, exchange, abandon, lease, assign, mortgage, encumber or dispose of his assets set forth in the attached Schedule free of claim or interference from **WIFE**.

AFTER-ACQUIRED ASSETS

9. It is the specific purpose and intent of the parties by this Agreement that **WIFE** shall not have any interest whatsoever in the assets of **HUSBAND** as set forth in Schedule "A" which is attached hereto. It is the intent of the parties that with respect to the assets of **HUSBAND** set forth in the attached schedule, that he is free to manage and control those assets as if he were single and not married. Consequently, in the event that any of the assets are liquidated or replaced in the future, **WIFE** shall have no interest in any funds realized, or in any after-acquired assets of the other which are assets acquired from said liquidation or replacement. ("After-acquired assets" hereby being defined as assets acquired by **HUSBAND** after the execution of this Agreement which are derived from the assets set forth in Schedule "A".)

10. No assets acquired by the parties during the marriage shall be considered joint or mutual unless said asset is acquired by the parties in joint names or is derived by income or assets not earned or derived from any of the assets or increase in value of the assets that are set forth in Schedule "A".

PROPERTY ACQUIRED IN JOINT NAMES DURING MARRIAGE

11. Except as may be provided herein to the contrary, in the event of the parties' separation or dissolution of marriage, in lieu of and in full satisfaction of any and all claims either party might otherwise make against the marital estate or the separate estate of the other, the parties agree as follows:

(a) Each shall retain his/her own pre-and post-maritally acquired separate property as more particularly described elsewhere in this Agreement.

(b) Neither party shall make a claim for a distribution of either party's separate property pursuant to the property distribution laws of the State of New Jersey.

(c) To the extent that property is acquired in joint names during the marriage for any purpose by virtue of the parties' pooling their separate property, the parties shall endeavor to record and maintain an accounting relative to each party's financial contribution(s) to the acquisition of such joint property and, in the event of the parties' dissolution of marriage, each party agrees that the value of the joint asset shall be distributed in accordance with each party's respective percentage financial contribution(s). Such distribution shall apply as to gains and losses. Each party specifically recognizes and acknowledges his/her potential obligation to pay capital gains tax, broker's commissions, etc. in proportion to his/her said respective financial contributions, upon the distribution of any such applicable property. The failure of either

party to record and maintain an accounting relative to joint purchases shall in no way be deemed a waiver of his/her right to offer any other evidence to demonstrate his/her respective contributions(s) toward said joint purchased.

PRINCIPAL MARITAL RESIDENCE

12. The parties acknowledge that **HUSBAND** presently owns separate property identified as real estate located 354 Salinger Court, Morganville, New Jersey (hereinafter referred to as "**HUSBAND'S** residence"), which the parties intend to use as their initial marital residence. The parties further acknowledge that in the event **HUSBAND'S** premises is sold and another marital residence(s) (hereinafter referred to as "any subsequent premises"), is purchased, **HUSBAND** shall have no obligation to apply all or any part of the proceeds received from the sale of **HUSBAND'S** premises toward the purchase of any subsequent premises. However, in the event **HUSBAND** does contribute toward the purchase of any subsequent premises and title to same is held jointly by the parties, in the event of a separation or marital dissolution, the value of any subsequent premises shall be distributed between the parties in accordance with this Agreement.

In the event that marital difficulties arise and, as a result, either party desires a separation or commences a marital dissolution proceeding, the parties agree that **HUSBAND** shall have immediate, sole and exclusive use, occupancy and possession of the marital premises wherever same may be located at the time, whether jointly owned or not. In the event of a separation or the commencement of a marital dissolution proceeding, to the extent that title to any subsequent residence is held jointly, **HUSBAND** shall have the option of either buying out **WIFE'S** interest in same, if any

or listing same for sale. In the event **HUSBAND** elects to buy out **WIFE'S** interest, he agrees to pay **WIFE** her percentage share of the net equity in any subsequent residence as set forth in this Agreement. "Net equity" shall be defined as the fair market value of any subsequent residence as determined by a jointly selected appraiser (the cost of which shall be paid equally by the parties), less the amount of any reasonable real estate commission and any mortgages, liens and encumbrances attached to same, or down payment made by **HUSBAND**. It is specifically agreed that before any distribution of the net equity is made or determined, that **HUSBAND** will be given full credit for any down payment and closing costs made by him toward the acquisition of any marital residence. Simultaneously with **HUSBAND'S** above stated payment to **WIFE**, she agrees to tender a fully executed Bargain and Sale Deed with Covenants Against Grantor's Acts, an Affidavit of Title and any other document necessary to transfer clear title to any subsequent residence from **HUSBAND** to **WIFE** jointly, to **HUSBAND** individually. In the event **HUSBAND** opts to sell any jointly owned subsequent residence the parties agree to divide the net proceeds received from the sale in accordance with the preceding paragraph. "Net proceeds" in this context shall be defined as the sales price less the realtor's commission, reasonable closing costs (e.g., realty transfer fee, attorneys fees, mortgage cancellation costs, etc.) and payment of any outstanding mortgages, encumbrances and/or liens. It is specifically agreed that before any distribution of the net equity is made or determined, that **HUSBAND** will be given full credit for any down payment and closing costs made by him toward the acquisition of any marital residence.

WAIVER OF SPOUSAL SUPPORT

13. The parties agree that as a specific condition of this Agreement, that they each waive any and all claims for alimony and spousal support from one another in the event of separation or marital dissolution.

MARITAL DEBT

14. The parties agree to share in any liability and be responsible for the payment of any debt incurred by them in joint names during the marriage, to the extent of each party's participation in creating such liability or debt. If one party incurs a debt with the express authorization of the other party, both shall be liable for same. Each party shall be responsible for any debt, charge, obligation or liability incurred in his/her own name. Should either party incur any debt, obligation or liability whatsoever during the marriage without the other party's knowledge and/or express authorization, and for which the other may become liable, the incurring party agrees to defend, indemnify and hold the other harmless for any loss, expenses and/or damages, including attorney's fees, in the event that a claim for payment is made upon the other.

NON-INCURRENCE OF DEBT

15. The parties represent, warrant and covenant that neither has heretofore incurred any debt, charge, obligation or liability whatsoever for which the other, his/her legal representative(s) and/or estate is or may become liable. Each party agrees to defend, indemnify and hold the other harmless for any loss, expenses and/or damages, including attorneys fees, in the event that a claim is made upon the other arising out of or

in connection with a breach by either party or the representations, warranties and covenants of this paragraph.

PROPERTY RIGHTS IN THE EVENT OF DEATH

16. Nothing herein contained shall be deemed to constitute a waiver by either party to receive a bequest from the other by way of Last Will and Testament or Codicil of the other. However, the parties acknowledge that no representations or promises of any kind has been made by either of them to the other with respect to any such bequest or legacy.

17. Neither party shall by virtue of the marriage have or acquire any right, title or claim in or to the other's real or personal estate upon the other party's death. Such estate shall descend to or vest in such of the other party's heirs at law, distributees, legatees or devisees and in such manner as may be prescribed by his or her Last Will and Testament or Codicil thereto, or in default thereof, by the statutory law then in force, as though no marriage had ever taken place between the parties.

WAIVER OF RIGHT OF ELECTION

18. Each party waives his/her right to share in the estate of the other at any time hereafter by reason of their marriage to one another.

19. Each party hereby waives and releases all rights that he or she may acquire by reason of the marriage.

(a) To share in the estate of the other party upon the latter's death, whether by way of dower, curtesy, widow's allowance, statutory allowance or distribution by intestacy; and

(b) To elect to take against any Last Will and Testament or Codicil of the other party under N.J.S.A. 3B:8-1 et seq., or any law amendatory thereof or similar thereto. This provision is intended to and shall serve as a waiver and release of each other's right of election in accordance with the requirements of N.J.S.A. 3B:8-1 et seq.. Specifically, each party understands that by entering into this Agreement they may receive, as the widow or widower of the other, nothing or substantially less than they would other wise be entitled to receive if the other died intestate or elected to take against the Last Will and Testament of the other pursuant to statute, to wit, N.J.S.A. 3B:8-1 et seq.; and

(c) To share by way of equitable distribution in the assets of the other under and pursuant to N.J.S.A. 2A:34-23 et seq. Said assets of HUSBAND are set forth in Schedule "A" and are further defined and identified by the terms and conditions of this Agreement; and

(d) To act as administrator or administratrix of the other party's estate, unless specifically named as the Executor or Executrix in the Last Will and Testament of the other.

INHERITANCES OR GIFTS FROM THIRD PARTIES

20. Notwithstanding any provision herein contained to the contrary, any and all property acquired during the marriage by either party by way of gift or inheritance from a third party shall be deemed and, in the event of a separation and/or dissolution of marriage, shall remain the separate property of the party so acquiring, including, without limitation, any income or other usufruct thereon, increments, accretions or increases in

value of such arguable, the direct or indirect services, skills, efforts or contributions of either party.

INSURANCE

21. The parties acknowledge and agree that neither shall have any obligation to maintain any policy of insurance, at any time, for the benefit of the other. Said policy(ies) of insurance shall include, without limitation, health, life, disability, homeowner's, automobile, etc. To the extent same may be provided at any time, it shall be purely voluntary and gratuitous, and there shall be no obligation to continue to provide same at any time on the part of the providing party.

NULLIFICATION OF AGREEMENT

22. The consideration for this agreement is the mutual promises and waivers herein contained and the marriage about to be solemnized. If the marriage does not take place this agreement shall be, in all respects and for all purposes, null and void.

FULL DISCLOSURE OF ASSETS AND LIABILITIES

23. **HUSBAND** hereby acknowledges that he has made full disclosure of his income and assets to **WIFE** and has set forth all of his income, assets and liabilities in Schedule "A" attached hereto and, also, attached hereto is **HUSBAND'S** income tax returns for the year 2005. **WIFE** acknowledges that she has acquainted herself with the assets, income and liabilities of **HUSBAND** and has weighed all the facts, conditions and circumstances likely to influence her judgment herein; that all matters embodied herein as well as all questions pertinent hereto have been fully and satisfactorily explained to her

by counsel of her own choosing; that she has given due consideration to such matters and questions; that she clearly understands and consents to all the provisions hereof; that she has had the benefit of the advice of counsel of her own selection; and that she is entering into this agreement freely, voluntarily and with full knowledge.

VOLUNTARY WAIVER OF FURTHER DISCOVERY

24. The parties each expressly waive their right to have independent valuations of the separate property of the other and each recognizes that the values listed on each party's respective schedules are not actual, but are estimates provided to the best of each party's ability. Each party further expressly acknowledges his/her right to examine any financial records of the other, except as may have been provided, and expressly waives his/her right to do so. The parties expressly state that they accept the values given to the other's separate property and, in the event of a separation or dissolution of marriage, neither shall attempt to declare the Agreement nor any of its provisions invalid or unenforceable on the basis that the other's valuations are inaccurate. The parties represent and acknowledge that each freely, knowingly and voluntarily, free from undue influence, coercion, fraud or duress, waives any further discovery of the nature, extent and value of the other's assets, liabilities and income.

RESOLUTION OF DISPUTED CLAIMS

25. The parties agree that in the event any disputed claims not resolved by this Agreement arise in the future, and the parties are unable to amicably resolve same between themselves, either with or without the assistance of counsel, then said disputed claims shall be submitted to a mutually agreed upon qualified mediator for resolution. In the event the mediator's recommendation is rejected by either party, said disputed claims

shall be submitted to a court of competent jurisdiction for resolution, or, if mutually agreed upon by the parties, to binding arbitration. Unless the parties can agree on one arbitrator, each party shall select a third arbitrator. The panel of three arbitrators so constituted shall, after conducting a property inquiry, render a decision on all disputed matters. The parties agree to share equally the costs of any mediation and/or arbitration proceeding engaged in pursuant to this Paragraph. The parties agree to observe and abide by the decision of the arbitration panel and further agree that the decision of the panel shall be reduced to and memorialized in a final decree, judgment or other of any court of competent jurisdiction wherein the parties may commence a legal separation and/or marital dissolution proceeding. The arbitrators and parties hereto shall abide by the rules and guidelines of the American Arbitration Association.

LEGAL ADVICE

26. The parties acknowledge that they have been represented by counsel of their own choosing with respect to the signing of this Agreement. Specifically, **HUSBAND** having been represented by John D. Lynch, Esq. and **WIFE** having been represented by , Esq.

27. The fact that **HUSBAND'S** attorneys actually prepared the initial draft of this typewritten Agreement shall have no bearing whatsoever on either party's decision to execute same and each party is satisfied that he/she has freely negotiated the contents hereof free from any improper persuasion or influence of the other or any third party. Both parties acknowledge and represent that their respective attorneys were selected freely, voluntarily, of their own free will, and free from any improper persuasion or influence of the other party or any third party.

VOLUNTARY EXECUTION

28. The parties each acknowledge and represent that this Agreement has been executed by them free from any improper persuasion, fraud, undue influence, or economic, physical or emotional duress of any kind whatsoever asserted by the other or any third party.

TIMING OF EXECUTION

29. The parties recognize and understand that this Agreement is being executed within 3 days prior to their anticipated wedding date of August 25, 2007. The parties acknowledge that, despite this time frame, each has had a sufficient opportunity prior to executing this Agreement to consult with independent counsel and that the timing of the execution of this Agreement, relative to the aforesaid wedding date has no effect upon their decision to execute same. Each party further waives his/her right to at any time in the future claim that he/she had insufficient time to made an informed and calculated decision to execute same.

INCORPORATION OF THE WITHIN AGREEMENT

30. The parties acknowledge and understand that this Agreement shall be offered in evidence in any proceeding instituted by either of the parties in any court of competent jurisdiction in which a determination of any aspect of the parties' relationship is sought and shall, subject to the Court's approval, be incorporated in any order or judgment rendered in such proceeding.

NON-MERGER

31. Notwithstanding its incorporation into any order or judgment entered by a court of competent jurisdiction, the provisions of this Agreement shall not merge with, but shall survive any such order or judgment in its entirety and shall remain in full force and effect, except as may be invalidated by a court of competent jurisdiction.

VALIDITY AND ENFORCEABILITY OF AGREEMENT

32. The parties further agree that this contract is valid and enforceable in any action that may hereafter be commenced by either party in any jurisdiction.

SEVERABILITY

33. In the event any provision contained in this Agreement, either in whole or in part, is deemed or held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of any partially declared invalid or unenforceable provision and all other provisions of the Agreement shall, nonetheless, remain and continue in full force and effect.

MODIFICATION OR WAIVER

34. The parties agree that any post-marital modifications or waivers of any of the terms and conditions of this Agreement may be permitted. However, no modification or waiver of any of the terms and conditions of this Agreement shall be valid unless same is freely and voluntarily entered into in writing and duly executed by the parties in the same form and manner of this Agreement.

SITUS

35. The parties agree that the laws of New Jersey shall govern the execution and enforcement of this Agreement regardless of any jurisdiction wherein it may be presented as evidence.

NECESSARY DOCUMENTS

36. Each party shall upon the reasonable request of the other, execute, acknowledge, and deliver any instrument appropriate or necessary to carry into effect the intent and provisions of this Agreement.

ENTIRE AGREEMENT

37. This Agreement contains the entire agreement and understanding of the parties. No representations or promises have been made except as to those set forth herein.

BINDING EFFECT

38. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors and administrators.

ENFORCEABILITY OF AGREEMENT

39. The parties agree that the within Agreement is enforceable in any court of competent jurisdiction and neither shall do anything to declare the Agreement or any of its provisions invalid or unenforceable. Should either party take any action to declare the Agreement or any of its terms invalid, said party shall indemnify the other for all reasonable expenses and costs, including attorney's fees, incurred in successfully enforcing the Agreement.

SEPARATION DEFINED

40. For the purposes of this Agreement the parties' separation shall be defined as any period of time not less than thirty (30) days where the parties have expressed a clear intention to separate as may be evidenced in a writing or by the parties' acts.

RECONCILIATION

41. In the event the parties shall separate and then, prior to a divorce, reconcile, the parties agree that the terms of this Agreement shall not be affected by such reconciliation and each shall retain his/her rights and interest as set forth herein unless the parties otherwise agree in writing. In the event any transfer of property has been effected during the said period of separation, upon a subsequent reconciliation the parties shall perform such acts and execute any and all documents necessary to put the parties back in the same situation they would have been in had no separation occurred.

UNDERSTANDING OF ENGLISH LANGUAGE

42. The parties represent and acknowledge that each can read and write the English language; that each has read this Agreement in its entirety independently and with the assistance of independent legal counsel; and that each understands each and every word, phrase and provision contained in this Agreement. Any and all words, phrases and/or provisions that either party may not have initially understood have been explained by independent legal counsel to each party's mutual satisfaction.

EFFECTIVE DATE OF AGREEMENT

43. This Agreement shall become effective upon the date the parties hereto are married.

ATTORNEY'S FEES AND LITIGATION COSTS

44. The parties acknowledge and understand that in the event of any legal proceeding of and concerning this Agreement, the status of the parties' marital relationship or the dissolution thereof, each party shall be responsible for the payment of his/her own attorney's fees and litigation costs, including but without limitation, possible experts' fees, incurred in connection therewith.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day and year first above written.

JOHN D. LYNCH, ESQ.

ARTURO GATTI

SUSANNE LAVELLE, ESQ.

AMANDA RODRIGUES

I, Amanda Rodrigues have consulted with Susanne Lavelle, Esq. with regard to the Premarital Agreement prepared between my intended husband, Arturo Gatti and myself. I am signing this document freely and voluntarily, and no one has forced me or threatened me in anyway to sign this Agreement. Furthermore, I am not under any additional pressure or duress due to the short time span, three (3) days between the signing of this Agreement and our impending marriage.

Lastly, I am aware that Ms. Lavelle's office has previously represented Arturo Gatti with regard to certain legal matters and I waive any conflict, actual or potential that may be perceived to exist.

Amanda

AMANDA RODRIGUES
Dated: 08/22/07

Sworn & Subscribed
to before me this
22nd day of August, 2007

Kathryn M. Appello

KATHRYN M. APPELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/18/07

I, Arturo Gatti, am party to a Premarital Agreement prepared by my attorney, John D. Lynch, Esq. on behalf of myself and my intended spouse, Amanda Rodrigues. I am aware that Ms. Rodrigues has consulted with Susanne Lavelle, Esq. with regard to the legality and fairness of this document. I am also aware, that Ms. Lavelle's was once associated with my attorney John D. Lynch, Esq. and that her office has provided legal services on my behalf.

I hereby waive any conflict, actual or perceived, that may exist concerning Ms. Lavelle's representation of Ms. Amanda Rodrigues in this matter.

8/22/07

ARTURO GATTI
Dated:

SCHEDULE "A"

(ASSETS AND LIABILITIES OF HUSBAND)

"ASSETS"

REAL ESTATE:

2525 Riverview Court, Vero Beach, Florida

354 Salinger Court, Morganville, New Jersey

BANK ACCOINTS:

VEHICLES:

TANGIBLE PERSONAL PROPERTY:

STOCKS & BONDS:

See attached Statement from Morgan Stanley, which is incorporated herein.

PENSION, PROFIT-SHARING, RETIREMNET PLANS, I.R.A.'S, 401(k)'S, ETC:

BUSINESSES, PARTNERSHIPS, PROFESSIONAL PRACTICES:

Le Group Gatti-Rizzo – 50% ownership

LIFE INSURANCE (CASH SURRENDER VALUE):

LOANS RECEIVABLE:

MORTGAGES RECEIVABLE:

TOTAL ASSETS:

"LIABILITIES"

MORTGAGES:

LOANS:

CREDIT CARD INDEBTEDNESS:

TOTAL INDEBTEDNESS:

SCHEDULE "B"

(ASSETS AND LIABILITIES OF WIFE)

"ASSETS"

REAL ESTATE:

BANK ACCOINTS:

VEHICLES:

TANGIBLE PERSONAL PROPERTY:

STOCKS & BONDS:

PENSION, PROFIT-SHARING, RETIREMNET PLANS, I.R.A.'S, 401(k)'S, ETC:

BUSINESSES, PARTNERSHIPS, PROFESSIONAL PRACTICES:

LIFE INSURANCE (CASH SURRENDER VALUE):

LOANS RECEIVABLE:

MORTGAGES RECEIVABLE:

TOTAL ASSETS:

"LIABILITIES"

MORTGAGES:

LOANS:

CREDIT CARD INDEBTEDNESS:

TOTAL INDEBTEDNESS:

MINUTE : 12,085

DATE : June 17, 2009

LAST WILL AND TESTAMENT

-of-

Arturo GATTI, Sr.

CERTIFIED COPY

Mtre E. Bruce MOIDEL, Notary
2021, Union, Suite 888
Montréal (Québec) H3A 2S9
Téléphone : (514) 282-0991
Télécopieur : (514) 282-0289

MINUTE : 12,085

DATE : June 17, 2009

LAST WILL AND TESTAMENT

-of-

Arturo GATTI, Sr.

CERTIFIED COPY

Mtre E. Bruce MOIDEL, Notary
2021, Union, Suite 888
Montréal (Québec) H3A 2S9
Téléphone : (514) 282-0991
Télécopieur : (514) 282-0289

IN THE YEAR TWO THOUSAND AND NINE,
ON THIS SEVENTEENTH
DAY OF JUNE,

BEFORE **Mtre E. Bruce MOIDEL, Notary** for the Province of Quebec, Canada, practising in the City of Montreal and in the presence of Ms. Zafiria (Roula) PSATHOPOULOS, residing at 797 Chatelaine, in the City of Laval, Province of Québec, H7W 4H8, witness required for these presents,

APPEARED:

Mr. Arturo GATTI, Sr., building contractor, born at the City Montreal, Province of Quebec, on the fifteenth (15th) day of April Nineteen hundred and seventy-two (1972), residing at 6300 Jarry Street East, Apt. 801, in the City of St-Leonard, Province of Quebec, H1P 1V9,
(U. S. A. Social Security Number: 144-96-4265)
(Social Insurance Number: TO FOLLOW),
(Medicare Number: GATA 7204 1519),

WHO declared the following to be his Last Will and Testament:

ARTICLE FIRST

I hereby revoke all former wills, codicils or other testamentary dispositions of every nature and kind whatsoever by me at any time heretofore made and declare this to be and contain my Last Will and Testament.

ARTICLE SECOND

For the purposes of the interpretation of this my Last Will and Testament, I direct that the singular, plural, masculine, feminine or neuter forms be interpreted as the context requires.

ARTICLE THIRD

I declare that I have been married but once, namely to: **Ms. Amanda Carine Barbosa RODRIGUES,** at the City of Las Vegas, State of Nevada, one of the United States of America, on the twenty-sixth (26th) day of August, Two thousand and seven (2007), without ante-nuptial Marriage Contract, and that our matrimonial regime is that of the Province of Quebec, where I was domiciled on the date of the solemnization of our marriage, and for some time thereafter; and that no action having for its object any change in our matrimonial status or matrimonial regime has been instituted.

ARTICLE FOURTH

I leave my funeral arrangements to the entire discretion of said wife, **Amanda**

IN THE YEAR TWO THOUSAND AND NINE,
ON THIS SEVENTEENTH
DAY OF JUNE,

BEFORE **Mtre E. Bruce MOIDEL, Notary** for the Province of Quebec, Canada, practising in the City of Montreal and in the presence of Ms. Zafiria (Roula) PSATHOPOULOS, residing at 797 Chatelaine, in the City of Laval, Province of Québec, H7W 4H8, witness required for these presents,

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ARTICLE FOURTH

I leave my funeral arrangements to the entire discretion of said wife, **Amanda**

Carine Barbosa RODRIGUES or failing her, to that of my Liquidator hereinafter-named. It is my wish that my funeral and burial be simple and dignified.

ARTICLE FIFTH

Should I leave a memorandum signed by me and dated after these presents showing certain sums of money and/or articles of personal effects and the names of individuals and/or institutions to whom or to which I would like these sums of money and/or articles to be given, my Liquidator shall give effect to such memorandum just as if it formed part of this my Will, in priority to any other conditions of my Will dealing with sums of money and/or personal effects generally.

ARTICLE SIXTH

Subject to the foregoing, I hereby give and bequeath the universality of the residue of all my property, moveable and immoveable, real and personal of every nature and description, and wherever situate, including the entire proceeds of the premiums, benefits or other amounts derived from any registered pension plans, registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, fixed annuities and any other tax-deferral plans allowed under any tax laws, subject to the requirement that she pay all taxes if any imposed thereon and, for greater clarity, I hereby designate her as beneficiary of the proceeds of the premiums, benefits and other amounts derived from such plans unto my said wife, **Amanda Carine Barbosa RODRIGUES,** hereby constituting her the sole Residuary Universal Legatee and sole Liquidator of my entire Estate.

ARTICLE SEVENTH

Should my said wife, **Amanda RODRIGUES** not survive me by thirty (30) days, then in such event, I bequeath the universality of the residue of all my property, moveable and immoveable, real and personal of whatever nature and description, and wherever situate to my Trustee hereinafter-named, as Trustee for the benefit of my child, **Arturo GATTI Jr.**

My second child, as of this date is: **Arturo GATTI Jr.,** born on the ninth (9th) day of September, Two thousand and eight (2008).

My first-born child as of this date is: **Sophia Bella GATTI,** born on the thirty-first (31st) day of March, Two thousand and six (2006). This present Last Will and Testament confers **NO** benefits on Sophia. She is already sole beneficiary of a College Trust Fund (ONE HUNDRED THOUSAND DOLLARS ($100,000.00) U.S Funds); another Trust Fund in event of my death (FIVE HUNDRED THOUSAND

Carine Barbosa RODRIGUES or failing her, to that of my Liquidator hereinafter-named. It is my wish that my funeral and burial be simple and dignified.

ARTICLE FIFTH

Should I leave a memorandum signed by me and dated after these presents showing certain sums of money and/or articles of personal effects and the names of individuals and/or institutions to whom or to which I would like these sums of money and/or articles to be given, my Liquidator shall give effect to such memorandum just as if it formed part of this my Will, in priority to any other conditions of my Will dealing with sums of money and/or personal effects generally.

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Subject to the foregoing, I hereby give and bequeath the universality of the residue of all my property, moveable and immoveable, real and personal of every nature and description, and wherever situate, including the entire proceeds of the premiums, benefits or other amounts derived from any registered pension plans, registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, fixed annuities and any other tax-deferral plans allowed under any tax laws, subject to the requirement that she pay all taxes if any imposed thereon and, for greater clarity, I hereby designate her as beneficiary of the proceeds of the premiums, benefits and other amounts derived from such plans unto my said wife, **Amanda Carine Barbosa RODRIGUES,** hereby constituting her the sole Residuary Universal Legatee and sole Liquidator of my entire Estate.

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DOLLARS ($500,000.00) U.S. Funds); and monthly child-support in the amount of FOUR THOUSAND SIX HUNDRED AND FORTY DOLLARS ($4,640.00) U.S Funds until Sophia attains the full age of eighteen (18) years.

If on the date of my death, **Arturo GATTI Jr.**, is not yet of the full age of eighteen (18) years, I hereby name and appoint his mother, my wife, **Amanda**, to be tutrix of the child or children born of my marriage with Amanda. However, if **Amanda** does not survive me by thirty (30) days, I hereby appoint my mother-in-law, **Rosilene BARBOSA,** (wife of Mr. Milton RODRIGUES), residing in the City of Elizabeth, State of New Jersey, one of the United States if America, to be the tutrix of my said child or children, and failing her, I then hereby name, as tutrix to my said minor child or children, my sister-in-law, **Flavia Luana Barbosa RODRIGUES**, residing in the City of Belo Horizonte, Brazil; and in that event, (namely, that **Amanda** has not survived me by thirty (30) days), I hereby bequeath the universality of the residue of all the property, real and personal, moveable and immoveable, of whatever nature and description, and wherever situate of which I may die possessed, or over which I may have the power of appointment or disposal, without exception or reserve of any kind, **unto my Trustee**, my friend, **Mr. Patrick LYNCH**, (hereinafter called "**MY TRUSTEE**") **IN TRUST** for the benefit of my said child **Arturo GATTI Jr.**, (or children issue of my marriage with **Amanda**, in equal shares), for the following purposes:

a) to take under his/her control, seizin and administration, all my property, real and personal, moveable and immoveable without exception or reserve of any kind;

b) to pay my just debts out of the residue of my Estate as and when they become due and exigible, or at such time before or after their exigibility as my Liquidator, Trustee might deem to be in the best interest of my Estate;

c) to pay, out of the capital of my Estate, any and all Succession Duties, Estate taxes, inheritance tax, capital gains or other similar taxes and assessments, if any, imposed on the residue of my Estate and due or exigible at the time of my death, whether imposed in virtue of the Laws of the Province of Quebec or any other Province of Canada, or of the Laws of Canada, or of any other state or jurisdiction, to the complete exoneration and acquittal of, and without any recourse against, any person or persons liable for such duties, taxes and assessments;

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a) to take under his/her control, seizin and administration, all my property, real and personal, moveable and immoveable without exception or reserve of any kind;

b) to pay my just debts out of the residue of my Estate as and when they become due and exigible, or at such time before or after their exigibility as my Liquidator, Trustee might deem to be in the best interest of my Estate;

c) to pay, out of the capital of my Estate, any and all Succession Duties, Estate taxes, inheritance tax, capital gains or other similar taxes and assessments, if any, imposed on the residue of my Estate and due or exigible at the time of my death, whether imposed in virtue of the Laws of the Province of Quebec or any other Province of Canada, or of the Laws of Canada, or of any other state or jurisdiction, to the complete exoneration and acquittal of, and without any recourse against, any person or persons liable for such duties, taxes and assessments;

d) to retain any and all of the property and securities of which I may die possessed, so long as in her/his sole discretion it seems wise to retain them, to make all investments, and sell, alter and vary investments, without being subject to the provisions of Articles 1339 and following of the Civil Code of Quebec nor to any other such laws applicable to Liquidators and/or Trustees;

e) to distribute my personal and household effects in accordance with any list I may have left at the time of my death. I hereby request my Liquidator and/or Trustee to respect the wishes therein contained even though such list not be clothed with the formalities of a Will; and

f) to remit the residue and remainder of my Estate in equal shares to my children alive on the date of my death (hereinafter referred to as my **"child"/"children")** as follows:

i. <u>As regards the Revenues:</u>

All income, fruits and profits of the Capital of the Trust shall be remitted by the Trustee to the Tutrix of my child/children, in such amounts and at such intervals as my Trustee shall in his/her sole discretion decide, to be used to help defray the costs of the child's or children's healthcare, education, maintenance and support during the term of the Trust; any unused revenues of the Trust shall be capitalized at least once in any calendar year.

ii. <u>As regards the Capital and Capital gains:</u>

a) upon each child attaining the age of nineteen (19) years, to deliver to him/her **Ten percent (10%)** of the then-value of his/her inheritance;

b) upon each child attaining the age of Twenty-three (23) years, to deliver to him/her **one-third (1/3)** of the then-value of his/her inheritance;

c) and finally, to deliver to him/her the **remaining balance** thereof upon each child attaining the full age of Twenty-five (25) years.

Should **my child** or **children** become entitled to his/her share of my Estate or to receive any payment therefrom while incapacitated by minority or otherwise, then such share may be delivered or such payment made to his/her tutor or guardian, or to any other authorized person, whose receipt therefore shall be a sufficient discharge for my Trustees.

Notwithstanding anything in this Article SEVENTH contained, I expressly authorize my Trustee, at any time and from time to time, in his uncontrolled

d) to retain any and all of the property and securities of which I may die possessed, so long as in her/his sole discretion it seems wise to retain them, to make all investments, and sell, alter and vary investments, without being subject to the provisions of Articles 1339 and following of the Civil Code of Quebec nor to any other such laws applicable to Liquidators and/or Trustees;

e) to distribute my personal and household effects in accordance with any list I may have left at the time of my death. I hereby request my Liquidator and/or Trustee to respect the wishes therein contained even though such list not be clothed with the formalities of a Will; and

f) to remit the residue and remainder of my Estate in equal shares to my children alive on the date of my death (hereinafter referred to as my **"child"/"children")** as follows:

i. <u>As regards the Revenues:</u>

All income, fruits and profits of the Capital of the Trust shall be remitted by the Trustee to the Tutrix of my child/children, in such amounts and at such intervals as my Trustee shall in his/her sole discretion decide, to be used to help defray the costs of the child's or children's healthcare, education, maintenance and support during the term of the Trust; any unused revenues of the Trust shall be capitalized at least once in any calendar year.

ii. <u>As regards the Capital and Capital gains:</u>

a) upon each child attaining the age of nineteen (19) years, to deliver to him/her **Ten percent (10%)** of the then-value of his/her inheritance;

b) upon each child attaining the age of Twenty-three (23) years, to deliver to him/her **one-third (1/3)** of the then-value of his/her inheritance;

c) and finally, to deliver to him/her the **remaining balance** thereof upon each child attaining the full age of Twenty-five (25) years.

Should **my child** or **children** become entitled to his/her share of my Estate or to receive any payment therefrom while incapacitated by minority or otherwise, then such share may be delivered or such payment made to his/her tutor or guardian, or to any other authorized person, whose receipt therefore shall be a sufficient discharge for my Trustees.

Notwithstanding anything in this Article SEVENTH contained, I expressly authorize my Trustee, at any time and from time to time, in his uncontrolled

discretion, to encroach upon the whole or any part of the capital of the assets held in trust for my child or children, to the extent of a maximum of ten percent (10%) per annum of the value of the undelivered portion of the Estate at the time of each such encroachment, to help defray the expenses related to medical costs, hospitalization, maintenance, upkeep, support, advancement, education and general welfare of my said children, or children of mine coming to my succession by Representation, until such child or children of mine attains the age of twenty-five (25) years.

Notwithstanding the times of remittance of the capital hereinabove provided, my Trustee may advance to the beneficiaries of the trust created under the terms of the present Article the capital of the trust created for his/her benefit, in whole or in part, if he deems such remittance by anticipation beneficial for such beneficiary.

If any of my child or children should die before becoming entitled to receive the whole of his/her share in my Estate, leaving surviving issue, such issue shall take such share or the amount thereof remaining, in accordance with the rules governing Representation; however, should such child die without leaving issue surviving before becoming entitled to receive the whole of his/her share in my Estate, such share or the amount thereof remaining, shall be delivered by my Trustee to the surviving sibling(s), the normal rules of Accretion to apply.

ARTICLE EIGHTH

I direct that, for a period of Fifty (50) years following the date of my death, the property bequeathed pursuant to the provisions of this my Will shall not be subject to seizure for debts owing by my beneficiaries, either at the time of my death or afterwards, the property being intended as aliment; but the foregoing provisions will not affect the rights granted to my Liquidator and Trustee to hypothecate or otherwise voluntarily charge any of my property, and my beneficiaries shall, with respect to property which has been delivered to them and is no longer in the hands of my Liquidator and Trustee, be free voluntarily to alienate or hypothecate the same, and in such case the hypothecary creditor shall be entitled to avail himself of all recourses open to him by law or in virtue of the agreement made.

To the extent required by applicable law, including Article 2649 of the Civil Code of Quebec, the said stipulation of unseizability is justified by my serious and legitimate interest in ensuring that the property hereby bequeathed or any property substituted therefore remain to provide for the alimentary support of my beneficiaries for their lifetime.

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To the extent required by applicable law, including Article 2649 of the Civil Code of Quebec, the said stipulation of unseizability is justified by my serious and legitimate interest in ensuring that the property hereby bequeathed or any property substituted therefore remain to provide for the alimentary support of my beneficiaries for their lifetime.

The property bequeathed to any beneficiary whether in capital or in income shall in no event fall into any family patrimony, partnership of acquests or community of property which may subsist between such beneficiary and his or her consort. The legacy of any beneficiary shall be his or her own separate and private property, and shall in no way be liable to marital control or be liable for the debts of his or her consort under any circumstances.

ARTICLE NINTH

With regard to any gifts which I may have made or may hereafter make to my legatees, I hereby direct that such gifts made during my lifetime shall not be subject to return or be accounted for in the division of my Estate either in capital or income.

ARTICLE TENTH

I hereby appoint as sole Liquidator of my Estate, my said wife, **Amanda RODRIGUES** (herein called the **"Liquidator").**

Should **Amanda RODRIGUES** predecease me, resign, refuse to act or become incapable of acting as Liquidator for any reason, I then appoint as her replacement my friend, **Mr. Patrick LYNCH,** residing in the City of Red Bank, State of New Jersey, one of the United State of America, (herein called the **"Replacement").**

Thereafter, any replacement may be filled by a Judge of the Superior Court of the Province of Quebec (District of Montréal), upon the petition of any interested party.

My joint-Liquidator and Trustee shall always have the right to resign her/his function at any time, even after accepting office, provided that this be done by notarial deed en Minute.

Any subsequently appointed Liquidator and Trustee shall have the same powers as those conferred on my original Liquidators in virtue of these presents.

Insofar as may be necessary, I also appoint my Liquidator and Trustee hereinabove as Administrator of my Estate, and I hereby grant them and each of them, powers of FULL ADMINISTRATION, within the meaning of the Civil Code of Quebec.

My Liquidator and Trustee shall not be required to provide any formal inventory, but shall draw up, and deposit in the minutes of a Notary, an informal

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ARTICLE TENTH

I hereby appoint as sole Liquidator of my Estate, my said wife, **Amanda RODRIGUES** (herein called the **"Liquidator").**

Should **Amanda RODRIGUES** predecease me, resign, refuse to act or become incapable of acting as Liquidator for any reason, I then appoint as her replacement my friend, **Mr. Patrick LYNCH,** residing in the City of Red Bank, State of New Jersey, one of the United State of America, (herein called the **"Replacement").**

Thereafter, any replacement may be filled by a Judge of the Superior Court of the Province of Quebec (District of Montréal), upon the petition of any interested party.

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My Liquidator and Trustee shall not be required to provide any formal inventory, but shall draw up, and deposit in the minutes of a Notary, an informal

inventory of the assets of my Estate.

My Liquidator and Trustee shall not be obliged to give any security notwithstanding anything to the contrary in any Law of this or any foreign country.

My Liquidator and Trustee shall have the seizin of all my property, moveable and immoveable, and shall remain in office until the complete liquidation of my Estate, and shall have the same powers of full administration and disposition of my property that I myself possess; he/she shall have the right to act in all matters, including the payment of debts and legacies, without the authorization of any court or judge or of any of the legatees or beneficiaries hereunder, even if some of my beneficiaries should be minor, incapable or absent.

At anytime and from time to time, my Liquidator(s) or my Trustee(s) (if any) then in office, as the case may be, may appoint (or reappoint) one or more Liquidator(s) or Trustee(s) (if any) to assist him(them) in the administration of my succession or of a trust created herein and to insure that there always is at least one (1) Trustee (if any) in office for every trust established hereunder who is not a beneficiary of such trust in accordance with section 1275 of the Civil Code.

Majority decisions: All decisions in regard to the property of my succession shall be made by the majority of my Liquidators or Trustees (if any), as the case may be, if more than one in office. A Liquidator or a Trustee (if any) who disagrees shall be responsible for the decisions taken unless he expressly manifests his disagreement to the other Liquidators or Trustees (if any), as the case may be, without any other notice being necessary.

Conflict of Interest: A Liquidator or a Trustee (if any) shall not be prevented from acting in any situation where there is a conflict between his or her personal interest and the interest of my succession and shall be entitled to be a party to any transaction involving my succession, including the purchase of any property forming part of my succession.

Discretion: In any instance or situation where my Liquidator or Trustee (if any) are given discretionary powers herein, such discretion is full, unfettered and absolute, such that it shall not be limited by or subject to any restrictions based on reasonability, impartiality, equity, equality, or any other criteria. My Liquidator and Trustee (if any) shall not incur any liability whatsoever in relation to any discretionary power they may choose to exercise or not exercise. Without limiting the generality of the foregoing, my Liquidator and Trustee (if any) may exercise a

inventory of the assets of my Estate.

My Liquidator and Trustee shall not be obliged to give any security notwithstanding anything to the contrary in any Law of this or any foreign country.

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discretionary power conferred upon them herein, even though doing so might confer an advantage to one or more legatees to the detriment of one of more of the remaining legatees. The exercise of any such discretionary power shall bind all my legatees and may not be contested or otherwise opposed by them or by anybody else. Without limiting the foregoing, when my Liquidator and Trustee (if any) have discretion to exercise a given power they can not be forced to exercise it.

Liability: My Liquidator and Trustee (if any) shall not for any reason or cause of any nature whatsoever, be responsible, directly or indirectly, for any errors of judgment or for any errors resulting from any action or inaction in or pertaining to the administration, investment and conservation of the property of my succession and the execution of the terms of my Will; my Liquidator and Trustee (if any) shall be held accountable only for their clear and intentional fraud, and not otherwise.

In addition to all powers conferred by Law, I give to my said Liquidator and Trustee named herein all powers conferred by the Civil Code upon persons charged with the FULL ADMINISTRATION of the property of others, and also the right and power:

a) to retain any investments owned by me at the time of my death, notwithstanding that such investments are not Trustee investments as provided for under Article 1339 and following of the Civil Code of Quebec, or any similar or replacing legislation;

b) to invest and reinvest the capital of my Estate in such investments as he/she may think safe, and, from time to time, in his discretion, to sell, alter and vary such investments as he may see fit, in his/her absolute discretion, and without any limitations as to the nature, the extent and form of such investments or reinvestments and, for such purpose, I hereby specifically waive and renounce for his/her the limitations, restrictions and obligations which would otherwise be imposed upon his/her under the terms of Article 1339 and following of the Civil Code of Quebec, or of any future amendments, additions to, variations thereof, or of any other present or future legislation, directly or indirectly similar thereto in intent and purpose;

c) to sell, lease, pledge, exchange, cede, transfer or otherwise alienate all my property, immoveable as well as moveable, in the manner and for the price in money or other consideration, or gratuitously that he may deem proper;

d) to borrow any sums of money and for such purposes to mortgage,

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d) to borrow any sums of money and for such purposes to mortgage,

hypothecate or otherwise affect any of the property of my Estate, moveable or immoveable;

e) to transact, compromise and settle all claims in favour of or against my Estate for such consideration and upon such terms and conditions as he may deem advisable, and more particularly to give or accept real estate property in payment of a debt;

f) to receive any money payable to my Estate and grant discharge therefore; to grant discharge for any amounts received by me during my lifetime; to grant any mainlevee for such consideration, or without consideration, as he may consider proper;

g) to proceed himself/herself to the division or divisions of my Estate, to make all valuations, to fix shares and allot them to those entitled thereto, in such manner as she will deem proper;

h) to decide all questions which may arise in the course of his/her administration concerning the conversion, liquidation or division of my Estate, or any settlement, etc..., and his/her decision, whether expressly given or implied by his acts and proceedings, shall be final and binding upon all beneficiaries and legatees;

i) to employ and pay for the services of any professional men, craftsmen, clerks, workmen or others with special learning or skill who may be of service to his in the fulfilment of his/her duties;

j) to make such expenditures as he shall deem advisable for the repairing, improving or rebuilding of any property of my Estate, and to charge such expenditures either to the capital or to the income of the Estate as shall be appropriate under the circumstances;

k) to continue any enterprise, adventure or business I may carry on or be interested in, and to maintain or renew any guarantee or obligation to which my Estate may be held;

l) to consent to the reorganization or the reduction of the capital of any company, the shares or obligations of which, at any time, form part of the property of my Estate, and to accept other shares or obligations in their place;

m) to delegate his powers generally to other persons and/or corporate Liquidator, and to grant powers of attorney in favour of other persons to act

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m) to delegate his powers generally to other persons and/or corporate Liquidator, and to grant powers of attorney in favour of other persons to act

for him in connection with any matter relating to my Estate;

n) to make all elections permitted to Liquidators and/or Trustees by Law;

o) to be able to renounce to any rights or powers herein given to him/her, at any time, should it be in the interest of my Estate, at such time, for him/her to do so;

p) to submit, at his sole option and discretion, any question or matter of doubt for arbitration, on such terms and conditions as he may consider proper, and to abide by the decision of the arbitrator; and

q) to determine whether any monies received or disbursed shall be on account of capital or of income, or of both, and in what proportions, and to capitalize any net income not disbursed within a year of its being received by my Liquidator.

REMUNERATION

(1) The Tutrix who is not my spouse shall have an annual remuneration equivalent to **five percent (5%)** of the annual gross revenues of the Estate, payable on the Tutrix's birthday;

(2) The Liquidator who is not my spouse shall have a remuneration equivalent to **five percent (5%)** of the gross value of the Estate, payable when the net assets are delivered to the Trustee: and

(3) The Trustee who is not my spouse shall have an annual remuneration equivalent to **five percent (5%)** of the annual gross revenues of the Estate, payable annually on the Trustee's birthday.

LANGUAGE CLAUSE

The Testator has requested that the present deed be drawn up in the English

for him in connection with any matter relating to my Estate;

n) to make all elections permitted to Liquidators and/or Trustees by Law;

o) to be able to renounce to any rights or powers herein given to him/her, at any time, should it be in the interest of my Estate, at such time, for him/her to do so;

p) to submit, at his sole option and discretion, any question or matter of doubt for arbitration, on such terms and conditions as he may consider proper, and to abide by the decision of the arbitrator; and

q) to determine whether any monies received or disbursed shall be on account of capital or of income, or of both, and in what proportions, and to capitalize any net income not disbursed within a year of its being received by my Liquidator.

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(2) The Liquidator who is not my spouse shall have a remuneration equivalent to **five percent (5%)** of the gross value of the Estate, payable when the net assets are delivered to the Trustee: and

(3) The Trustee who is not my spouse shall have an annual remuneration equivalent to **five percent (5%)** of the annual gross revenues of the Estate, payable annually on the Trustee's birthday.

LANGUAGE CLAUSE

The Testator has requested that the present deed be drawn up in the English

Language. *Le testateur a exigé que le présent acte soit rédigé en langue anglaise.*

The present Will thus declared was read by Mtre E. Bruce **MOIDEL, Notary,** to the Testator who declared to well and truly understand the same and to persist therein, the whole in the presence of the said Notary.

WHEREOF ACTE:

DONE AND PASSED at the City of Montreal, on the date aforesaid, and remains of record in the Office of the undersigned Notary under the number TWELVE THOUSAND AND EIGHTY-FIVE (12,085) ---------- of his Repertoire.

AFTER DUE READING HEREOF to the Testator by the Notary, the Testator declared aloud in the presence of the witness that this instrument contains the expression of his last wishes, whereupon the Testator, the witness and the Notary have signed, each in the presence of the others.

Arturo GATTI, Sr.,

Roula PSATHOPOULOS , witness

E. Bruce MOIDEL, Notary

TRUE COPY OF THE ORIGINAL
REMAINING IN MY OFFICE

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Arturo GATTI, Sr.,

Roula PSATHOPOULOS , witness

E. Bruce MOIDEL, Notary

TRUE COPY OF THE ORIGINAL
REMAINING IN MY OFFICE

MAUI COUNTY POLICE DEPARTMENT
OBTS/CCH TRANSMITTAL/ARREST REPORT

18

☐ P.S. BOOKING ☐ A.G. CASE ☐ OTHER CASE-IN-CHIEF REPORT NO.

STATE I.D. NO	POLICE DEPT	BOOKING NUMBERS			UNITS TRACKING NO		REPORT NO						
	HI 0050000	0048			92762F2		08-02278						
DEFENDANT'S LAST NAME	FIRST	MIDDLE	SEX	RACE	AGE	DOB	HT	WT	HAIR	EYES			
GATTI, Amanda			F	O	21	050186	5 2	115	BLN	BRO			
AKA (ALIAS)		SSN	OCCUPATION		EMPLOYER/LAST EMPLOYED								
None			None		Unemployed								
ADDRESS			RES PHONE		BIRTHPLACE		CITIZEN	YRS IN STATE	MARITAL				
354 Salinger Crt., Morganville NJ			7327926094		BZ		Y	4	2				
PLACE OF OFFENSE			DATE	TIME	DOT		SOBRIETY		ALCOHOL				
Ritz Carlton Resort, Kapalua			010808	03:12			2						
PLACE OF ARREST/BOOKING			DATE	TIME	COURT DATE/TIME								
Ritz Carlton Resort / Lahaina Station			010808	03:21	MD 1/6/08, 0830								

	ARRESTED FOR	FINAL CHARGE	MOD	CLASS	REPORT NO.	BAIL SET	HOW RELEASED	BAIL POSTED	BY WHOM	RECEIPT NO.
1	HARASSMENT	HRS 711-1106		PM	08-02278	$100	ROR			4248
2										
3										
4										
5										

	COMPLAINANT LAST NAME	FIRST NAME	SEX	HOME ADDRESS (STREET, CITY, STATE)	VISITOR	RES PHONE	BUS PHONE
1	MARFIL	MARTIN		55 Mahalani Street Wailuku HI	N	DNA	244-6400
2							
3							
4							
5							

ARRESTED BY	ASSISTED BY	HOW ARRESTED/ INVESTIGATION	WARRANT NO	BOOKED BY	DATE BOOKED	TIME BOOKED	
MARFIL, M. 012953	UYEHARA, K. 012522			Amano, G. 14121	010808		
TRANSPORTED BY	WARRANT CHECK BY	APPARENT INJURIES (DESCRIBE)			TREATMENT	CUSTODIAL SEARCH	
MARFIL, M. 012953	RTO #3665	None observed or complained of			REFUSED		
VEH YEAR / MAKE / MODEL / COLOR / LIC NO / STATE				DISPOSITION OF VEHICLE		DISPOSITION OF KEYS	
REGISTERED OWNER LAST NAME / FIRST		DRIVER'S LICENSE NO					
RELEASED BY		DATE RELEASED 1/8/08	TIME RELEASED 0830	HOLD FOR INVESTIGATION (LAST NAME) CID / VICE / OTHER		CHARGED BY	
						DATE/TIME CHARGED	

SYNOPSIS (DOCUMENT FACTUAL EVIDENCE FOR EACH OFFENSE)

On the above date and time at said location, the above DEFENDANT was arrested for the above offense after investigation revealed the following:

While investigating an ABUSE type case #08-02272, with DEFENDANT and a one Arturo GATTI, upon trying to obtain a statement with DEFENDANT, DEFENDANT to have gotten irate and gotten into this officer face, and to have yelled, "FUCK YOU, YOU FUCKING BITCH, YOU DON'T KNOW THE FUCKING STORY." This officer was alarmed by DEFENDANT'S behavior, DEFENDANT was then placed into handcuffs and arrested without incident.

DEFENDANT was transported to the Lahaina Police Station for processing without incident.

REPORT WRITTEN BY	DATE	TIME	SUPERVISOR APPROVING	EMP NO.
MARFIL, M. 012953	010808	04:00		

HCPDC 100-M Aug 79 (RW Rev Aug 02)

POLICE COPY - ORIGINAL

MAUI COUNTY POLICE DEPARTMENT
GENERAL CASE / INCIDENT REPORT

RECORDS

Form 132

DIST. REPORT NO. 08-02278

CENSUS: Lahaina | DIST: IV | BEAT: 20 | WT: 1

1	CLASSIFICATION: HARASSMENT								
2	WHERE OCCURRED: Ritz Carlton Resort	Kapalua	DAY OF WEEK: Tue-	DATE: 010808	TIME: 0312	DATE	TIME		
3	REPORTED BY: C-1	ADDRESS: See Below				DATE: 010808	TIME: 0312		
4	HOW REPORTED: PHONE X STN; BEAT VIEW; WIRE LTR	INVESTIGATOR ASSIGNED: MARFIL, M. 012953	BT: 20	WT: 1	TIME SENT: ON	ARRIVAL: BEAT	BACK: 0350		

5 CODE: C - COMPLAINANT V - VICTIM

6	CODE	NO. OF	LAST NAME	FIRST	MIDDLE	A/J	SOCIAL SECURITY NO.	RACE	SEX	NAT	D.O.B.			
7	RESIDENCE	STREET	CITY/TOWN	STATE	BUS./EMP./SCHOOL ADDRESS	STREET	CITY/TOWN	STATE						
8	IF TOURIST - LOCAL HOTEL/CONDO/APT	ROOM NO.	DATE DEPART	OCCUPATION	BUS./EMP. PHONE NO.	RESIDENCE PHONE NO.								
9	CODE	NO. OF	LAST NAME	FIRST	MIDDLE	A/J	SOCIAL SECURITY NO.	RACE	SEX	NAT	D.O.B.			
10	RESIDENCE	STREET	CITY/TOWN	STATE	BUS./EMP./SCHOOL ADDRESS	STREET	CITY/TOWN	STATE						
11	IF TOURIST - LOCAL HOTEL/CONDO/APT.	ROOM NO.	DATE DEPART	OCCUPATION	BUS./EMP. PHONE NO.	RESIDENCE PHONE NO.								
12	CODE: C	NO. OF: 1 OF 1	BUSINESS/FIRM: MAUI POLICE DEPT.											
13	OWNER/MGR/OTHER: MARFIL, MARTIN	RESIDENCE ADDRESS: DNA			BUSINESS ADDRESS: 55 Mahalani St	STREET	CITY/TOWN: Wailuku	STATE: HI						
14	BUS./EMP. PHONE NO.: 244-6400	RESIDENCE PHONE NO.: DNA	OCCUPATION/SCHOOL: POLICE OFFICER	GR.	X/J	SOCIAL SECURITY NO.: DNA	RACE: DNA	SEX	NAT	D.O.B.				

15 CODE: A - ARRESTED PERSON CA - CITIZEN ARREST R - RESPONSIBLE S - SUSPECT

16	CODE: A	NO. OF: 1 OF 1	LAST NAME: GATTI	FIRST: Amanda	MIDDLE	X/J	SOCIAL SECURITY NO.: N/A	DRIVER LICENSE NO.: None						
17	RESIDENCE ADDRESS: 354 Salinger Crt	STREET	CITY/TOWN: Morganville	STATE: NJ	BUS./EMP./SCHOOL ADDRESS: Unemployed	STREET	CITY/TOWN	STATE						
18	SOBER X; DRINKING; INTOXICATED; OTHER	SINGLE; MARRIED X; DIVORCED; WIDOWED	OCCUPATION: None	BUS./EMP. PHONE NO.: None	RESIDENCE PHONE NO.: 732-762-6094									
19	SOURCE OF DESCRIPTION: ON-VIEW	RACE: O	SEX: F	NAT: C	D.O.B.: 050186	AGE: 21	HAIR: BLN	EYES: BRO	HT: 502	WT: 115	IDENTIFYING MARKS: None	ALIAS: None		
20	CLOTHING WORN: SHIRT X; BLOUSE	COLOR: Red	PANTS X; SKIRT	COLOR: Black	OTHER	OBSERVABLE PHYSICAL DEFECTS: None								
21	PROSECUTION DESIRED: W X; P	ARREST: X	C	N	X	RIGHTS READ: Y X	ADMISSIONS MADE: Y X	DATE: DNA	TIME: DNA	MADE TO: DNA	PLACE MADE: DNA			
22	VEH. USED IN CRIME; IN POSSESSION OF: LA; R/S	STOLEN; ATTACKED	YR	MAKE	BODY TYPE	COLOR	STATE LIC. PLATE NO.	REGISTERED OWNER						
23	PROPERTY ATTACKED	POINT OF ENTRY: F DOOR; R DOOR; ROOF; WINDOW; OTHER												
24	HOW ATTACKED: ***DNA***	MEANS OF ATTACK: KEY; JIMMY; CUTTING; HANDS; OTHER												
25	PECULIARITIES (TRADEMARKS, ETC.)	PROPERTY TAKEN	MONEY; JEWELS; APPL.; PHOTO ED; CLOTHING; AUTO ACC.; NONE; OTHER											
26	EVIDENCE: X	LATENT PRINTS: Y X; N; P	OTHER EVIDENCE: DNA	DATE: DNA	TIME: DNA	PLACE FOUND: DNA								
27	PERSON	INJURED; PERSON INJURED: X	CODE	WEAPONS/FORCE USED: Y X	TYPE: DNA	TYPE INJURIES SUSTAINED: DNA	TREATED BY: DNA	PLACE TREATED: DNA						

28 SYNOPSIS

While investigation an ABUSE type case #08-02272, with A-1 and a one Arturo GATTI, upon trying to obtain a statement from A -1, A-1 to have gotten irate and gotten into this officer face and yelled, "FUCK YOU, YOU FUCKING BITCH, YOU DON'T KNOW THE FUCKING STORY." A-1 was then arrested without incident and transported to the Lahaina Police Station for processing.

REFER TO SUPPLEMENTAL REPORT.....

KEY REPT #08-02272 Abuse-No Injury

29 DISPOSITION: Pending

ITEM	QTY	ITEM/ARTICLE	PROPERTY DESCRIPTION (TRADEMARK, COLOR, SIZE, ETC.)	SERIAL NUMBER	VALUE	VALUE RECOVERED
			DNA			

30 CONNECT-UPS REPORT NOS.

TOTALS

31 ASSISTING INVESTIGATIONS: X NAME: UYEHARA, K. 012522

32	COPY TO: DIST; CID; JUVENILE; OTHER; CIA	NOW CLEARED	UNFOUNDED	WARNED/REPRIMANDED	ARRESTED NOT PROS.	OTHER (INDICATE HOW)	BT: 50	ARRIVAL TIME: SAME	NAME
33	WANT COPY FORWARDED	REPORT WRITTEN BY: MARFIL, M. 012953	LOCATED	ARREST/PROSECUTED	TURNED OVER TO JUV.	DATE: 010808	TIME: 0416	SUPERVISOR APPROVAL	

(MAUI POLICE DEPARTMENT)
MARFIL, MARTIN
55 Mahalani St.,
Wailuku, HI.

01/08/2008
MARFIL, M.

#08-02278
HARASSMENT

ASSIGMENT/ARRIVAL:

On 01/08/2008 at about 0235 hours, I overheard via fleet vehicle Radio OFC. K. UYEHARA and OFC. W. AHUNA to have gotten assigned by Lahaina dispatch to respond to the Ritz Carlton Resort for an ABUSE type case, and parties to have been in a physical altercation. I then also responded to assist officer with their investigation.

On the above date at about 0242 hours, I arrived at the above location.

OFFICER'S ACTION'S/OBSERVATION'S:

Upon arrival at the above location, I observed assisting officer to have been speaking with a male party later identified as an Arturo GATTI, I then made my way over to a female party later identified as an Amanda GATTI. To separate Amanda GATTI and Arturo, I then took Amanda to the rear of my Police vehicle MPD-476 to try and obtain a statement.

Upon speaking with GATTI this officer observed GATTI to have been very unstable on her feet with a strong odor of liquor to have been coming from her breath and person as she spoke to this officer.

Upon speaking with GATTI she was very uncooperative and did not want to tell this officer what had taken place, and she also did not want to give me any sort of information on herself. GATTI to have then gotten irate and to have gotten into this officer's face and to have yelled, "FUCK YOU, YOU FUCKING BITCH, YOU DON'T KNOW THE FUCKING STORY." Upon hearing this statement from GATTI and observing her demeanor towards this officer, GATTI was then placed into handcuffs and placed into the rear of fleet vehicle MPD-476 without incident. GATTI was then arrested for HARASSMENT without incident.

ARREST/TRANSPORT:

On 01/08/2008 at about 0312 hours a one Amanda GATTI was arrested for HARASSMENT without incident. GATTI was then transported to the Lahaina Police Station for processing without incident.

SOBRIETY OF AMANDA GATTI:

Upon speaking a one Amanda GATTI, GATTI to have been very unstable on her feet and to have had a strong odor of liquor to have been coming from her breath and person as she spoke to this officer.

SUPERVISOR NOTIFIED:

On the above date Sgt. D. LEE was on scene and advised of the situation.

ARRESTEE STATEMENT: **AMANDA GATTI** **A/F/O/C**

Interviewed on the above date at about 0345 hours, within the Lahaina Police Station processing room, GATTI was uncooperative and did not want to make any statements to this officer.

INVESTIGATION:

Thus far reveals that on 01/08/2008 at about 0242 hours, while investigating an ABUSE type case with a one Amanda GATTI and a Arturo GATTI, upon speaking with Amanda GATTI to try and obtain a statement, GATTI to have gotten irate and to have gotten into this officers face and to have stated, "FUCK YOU, YOU FUCKING BITCH, YOU DON'T KNOW THE FUCKING STORY." GATTI was then arrested for HARASSMENT without incident and transported to the Lahaina Police Station for processing.

DISPOSITION:

Pending.....

Approval: Sgt. DLee 0520
01/08/08 @ 0525 Hrs.

Martin MARFIL, #12953
Lahaina Patrol
01/08/2008 @ 0515 hours

MAUI COUNTY POLICE DEPARTMENT
INTAKE SCREENING FORM

PART I

(Part I to be completed by the Arresting or Transporting Officer)

Detainee's Name:	Date of Birth:	Sex:	Date:	Time:
GATTI, AMANDA	05/21/86	F	01/08/08	0330 Hours
Most Serious Charge:	**Report Number:**	**Name of Officer (print):**		
HARASSMENT	#08-02278	MARFIL, M. #12953		

1. The arresting or transporting officer believes the detainee is a medical, mental or suicide risk now? ☐ Yes ☒ No

ARRESTING OR TRANSPORTING OFFICER'S OBSERVATIONS

Yes	No		Yes	No	
☐	☐	Assaultive behavior	☒	☐	Crying or tearful
☐	☐	Loud or obnoxious behavior	☐	☒	Confused
☐	☐	Any noticeable scars	☒	☐	Uncooperative
☐	☐	Bizarre behavior	☐	☐	Passive
☐	☐	Alcohol or drug withdrawal	☒	☐	Intoxicated
☐	☐	Unusual suspiciousness	☐	☒	Scared
☐	☐	Hear or see voices or visions	☐	☒	Incoherent
☐	☐	Observable pain or injury	☐	☒	Embarrassed
☐	☐	Other observable signs of depression, explain:	☐	☒	Body deformities

Arresting or Transporting Officer's Signature: #12953

PART II

(Part II to IV to be completed by the Receiving Desk Officer) Print name: G. Amaro 19124

RECEIVING DESK OFFICER'S OBSERVATIONS

Yes	No		Yes	No	
☐	☒	Assaultive behavior	☒	☐	Crying or tearful
☐	☒	Loud or obnoxious behavior	☐	☒	Confused
☐	☒	Any noticeable scars	☒	☐	Uncooperative
☐	☒	Bizarre behavior	☐	☒	Passive
☐	☒	Alcohol or drug withdrawal	☒	☐	Intoxicated
☐	☒	Unusual suspiciousness	☐	☒	Scared
☐	☒	Hear or see voices or visions	☐	☒	Incoherent
☐	☒	Observable pain or injury	☐	☒	Embarrassed
☐	☒	Other observable signs of depression, explain:			

2. Was detainee a medical, mental or suicide risk during any prior arrest or confinement with the Maui Police Department? ☐ Yes ☒ No If Yes, when:

3. Any property taken from detainee? ☒ Yes ☐ No If Yes, submit Property Report, form no. 137.

PART III
MEDICAL HISTORY

Place a circle around any question that the detainee refused to answer or was unable to answer in Part III and Part IV and state why in this space.

Too intoxicated to answer questions

CONTINUED MEDICAL HISTORY

4. ☐ ☐ Are you injured? If Yes, explain: _____

5. ☐ ☐ Are you currently under a physician's care? If Yes, explain: _____

6. ☐ ☐ Are you pregnant? If Yes, how many months? _____

7. ☐ ☐ Are you currently taking medication? If Yes, list type(s), dosage(s), frequency and for what condition: _____

8. Do you suffer from any of the following?

Yes	No		Yes	No		Yes	No	
☐	☐	Hepatitis	☐	☐	Alcohol addiction	☐	☐	Venereal disease
☐	☐	Shortness of breath	☐	☐	Epilepsy or blackouts	☐	☐	Diabetes
☐	☐	Abdominal pains	☐	☐	Heart disease	☐	☐	Drug addiction
☐	☐	High blood pressure	☐	☐	Chest pains	☐	☐	Asthma
☐	☐	Tuberculosis	☐	☐	Ulcers	☐	☐	Others _____
☐	☐	Schizophrenia	☐	☐	Major Depression	☐	☐	Bipolar Disorder

PART IV
SUICIDE ASSESSMENT

	Yes	No	
9.	☐	☐	Have you ever attempted suicide? If Yes, when? _____ How? _____ Why? _____
10.	☐	☐	Have you ever considered suicide? If Yes, when? _____ Why? _____
11.	☐	☐	Are you now or have you ever been treated for mental health or emotional problems? If Yes, when? _____ Inpatient? ☐ Yes ☐ No Outpatient ☐ Yes ☐ No Both ☐ Yes For what condition? _____
12.	☐	☐	Have you recently experienced a significant loss (job, death of family member or close friend, relationship, etc.) If Yes, explain: _____
13.	☐	☐	Has a family member or close friend ever attempted to commit suicide? If Yes, explain: _____
14.	☐	☐	Do you feel that there is nothing to look forward to in the immediate future? (Expressing helplessness or hopelessness) If Yes, explain: _____
15.	☐	☐	Are you thinking of killing yourself? If Yes, explain: _____

DISPOSITION

☒ Placed in general population ☐ Placed on special watch

Supervision levels: Active (5 to 15 minutes_____) Constant_____
House assignment: Cell No._____ Cell No. _____ Other _____
Other precautions taken (removal of clothing, bedding, etc.), explain: _____

REFERRALS: ☐ Maui Memorial Hospital ☐ Mental Health Service

16. If detainee is later returned to the holding facility, list any special watch recommendations: _____

ACTION	NAME	EMPLOYEE NO.	DATE	TIME
NOTIFICATION				
FAX				

Screening officer: _____ Receiving Desk Supervisor: _____

MPD FORM REV. 172 (2/01)

MAUI COUNTY POLICE DEPARTMENT · PROPERTY REPORT

FORM 137

REPORT NO. 08-02278

TYPE OF PROPERTY

PRISONER PROPERTY RECEIPT | DATE ARRESTED 01 | 08 | 08 | CHARGE Harassment

NAME OF PRISONER: LAST NAME Gatti | FIRST Amanda | MIDDLE

OFFICER CONDUCTING SEARCH: Det. M. Mentil

DISTRICT REPORT NO.

PRISONER SIGNATURE: x Refused

DATE PROPERTY TAKEN · TIME: 01 | 08 | 08 | 03 | 30

WITNESS TO SEARCH

PROPERTY RECEIPT | OFFICER RECEIVING PROPERTY: G. Arruda

DATE PROPERTY REC. · TIME: 01 | 08 | 08 | 03 | 30

NAME OF OWNER (IF KNOWN) LAST NAME FIRST MIDDLE | ADDRESS

EVIDENCE RECORD | CLASSIFICATION | DATE OCCURED

RECOVERED BY NAME | DATE RECOVERED · TIME

COMPLAINANT LAST NAME FIRST MIDDLE | ADDRESS

NAME OF OWNER LAST NAME FIRST MIDDLE | ADDRESS

LOCATION/PERSON RECOVERED FROM LAST NAME FIRST MIDDLE | ADDRESS

WITNESS TO RECOVERY LAST NAME FIRST MIDDLE | ADDRESS

BRIEF FACTS AND CIRCUMSTANCES OF RECOVERY

ITEM NO.	QTY.	ITEM/ARTICLE	DESCRIPTION (TRADEMARK, COLOR, SIZE, ETC.)	SERIAL NO.	$ VALUE	WHEREABOUTS MARKED (EVIDENCE ONLY)
1	1	Handbag	Fendi Brand / Black, beige, gold			
			Containing personal effects - jewelry, sandals, wallet, passport - Brazil			
			various cards, toiletries, papers, [illegible], camera, sunglasses			
2		US Currency	5x$1, 1x$10, 4x$20, 1x$50, 3x$100			
			Total = $445.00			

CHAIN OF CUSTODY / PROPERTY TRANSFER

ITEM NO.	RECEIVED FROM SIGNATURE	RECEIVED BY SIGNATURE	DATE	TIME
1-2	x Refused		01 | 08 | 08	03 | 30

REPORT WRITTEN BY | DATE 01 | 08 | 08 | TIME 03 | 30 | SUPERVISOR APPROVAL | DATE | TIME

RECEIVED BY THE CHIEF OF POLICE, PER OFFICER

I HEREBY CERTIFY THAT I AM THE LEGAL OWNER OR LEGAL AGENT OF OWNER OF THE ABOVE DESCRIBED PROPERTY. THE ABOVE DESCRIBED PROPERTY.

SIGNATURE Amanda Gatti | ADDRESS STREET CITY/TOWN STATE | DATE 01 | 08 | 08 | TIME 08 | 30

FINAL DISPOSITION OF PROPERTY | DATE | TIME

MAUI COUNTY POLICE DEPARTMENT
GENERAL CASE / INCIDENT REPORT

18

RECORDS

Form 131

08-02272

1	CLASSIFICATION: ABUSE OF FAMILY/HOUSEHOLD MEMBER (No Injury)							CENSUS: Kapalua	DIST: 50
2	WHERE OCCURRED: Ritz Carlton parking lot	Kapalua	DAY OF WEEK: Tue-	DATE: 010808	TIME: 2338	DATE	TIME		
3	REPORTED BY: Anonymous	ADDRESS: DNA				DATE: 010705	TIME: 0232		
4	HOW REPORTED: X PHONE / STN / DEAT / VIEW / WIRE / LTR	INVESTIGATOR ASSIGNED: UYEHARA, K. 012522	BT: 50	WT: 1	TIME SENT: 0235	ARRIVAL: 0245	BACK: 0300		

5 CODE: C - COMPLAINANT V - VICTIM

6	CODE: V NO.1 OF 1	LAST NAME: GATTI	FIRST: Amanda	MIDDLE	X J	SOCIAL SECURITY NO: Unk	RACE: HSP	SEX: F	NAT: A	D.O.B			
7	RESIDENCE: 354 Salinger Court	STREET	CITY/TOWN: Morganville 07751	STATE: NJ	BUS./EMP./SCHOOL ADDRESS: Unemployed	STREET	CITY/TOWN	STATE					
8	IF TOURIST - LOCAL HOTEL/CONDO /APT: Ritz Carlton	ROOM NO: 2541	DATE DEPART: 01/10/07	OCCUPATION	BUS./EMP. PHONE NO	RESIDENCE PHONE NO: 732-792-6094							
9	CODE NO OF	LAST NAME	FIRST	MIDDLE	A J	SOCIAL SECURITY NO.	RACE	SEX	NAT	D.O.B.			
10	RESIDENCE	STREET	CITY/TOWN	STATE	BUS./EMP./SCHOOL ADDRESS	STREET	CITY/TOWN	STATE					
11	IF TOURIST - LOCAL HOTEL/CONDO /APT.	ROOM NO.	DATE DEPART	OCCUPATION	BUS./EMP. PHONE NO	RESIDENCE PHONE NO							
12	CODE NO. OF	BUSINESS/FIRM			BUSINESS ADDRESS	STREET	CITY/TOWN	STATE					
13	OWNER/MGR /OTHER	RESIDENCE ADDRESS	STREET	CITY/TOWN	STATE								
14	BUS./EMP. PHONE NO	RESIDENCE PHONE NO.	OCCUPATION/SCHOOL	GR.	A J	SOCIAL SECURITY NO	RACE	SEX	NAT	D.O.B.			

15 CODE: A - ARRESTED PERSON CA - CITIZEN ARREST R - RESPONSIBLE S - SUSPECT

16	CODE: R NO.1 OF 1	LAST NAME: GATTI	FIRST: Arturo	MIDDLE	X J	SOCIAL SECURITY NO	DRIVER LICENSE NO: UNK						
17	RESIDENCE ADDRESS: 354 Salinger Court	STREET	CITY/TOWN: Morganville 07551	STATE: NJ	BUS./EMP./SCHOOL ADDRESS: Self employed	STREET	CITY/TOWN	STATE					
18	SOBER: X	INTOXICATED	SINGLE	DIVORCED	OCCUPATION	BUS./EMP. PHONE NO	RESIDENCE PHONE NO						
	DRINKING	OTHER	X MARRIED	WIDOWED	Professional Boxer	732-792-6094	732-792-6094						
19	SOURCE OF DESCRIPTION: On-view	RACE: HSP	SEX: M	NAT: C	D O B: 041572	AGE: 35	HAIR: BLK	EYES: BRO	HT: 5'8"	WT: 178	IDENTIFYING MARKS: Tats on shoulder/back/chest	ALIAS	
20	CLOTHING WORN: X SHIRT / BLOUSE	COLOR: White	X PANTS / SKIRT	COLOR: Blue jeans	OTHER	OBSERVABLE PHYSICAL DEFECTS							
21	PROSECUTION DESIRED: T X M / F P	ARREST: Y X C / P	RIGHTS READ: X Y / N	ADMISSIONS MADE: X Y / N	DATE: 5/7/2005	TIME: 0250	MADE TO: UYEHARA, K. 012522	PLACE MADE: Scene					
22	VEH: USED IN CRIME / IN POSSESSION OF A R S	STOLEN / ATTACKED	YR	MAKE	BODY TYPE	COLOR	STATE LIC. PLATE NO	REGISTERED OWNER					
23	PROPERTY: PROPERTY ATTACKED												
24	HOW ATTACKED: --DNA--						POINT OF ENTRY	F. DOOR / R. DOOR	DOOR / WINDOW	OTHER			
25	PECULIARITIES (TRADEMARKS, ETC.)						MEANS OF ATTACK	KEY / JIMMY	CUTTING / HANDS	OTHER			
						PROPERTY TAKEN	MONEY / PHOTO ED	JEWELS / CLOTHING	APPL / AUTO ACC	NONE / OTHER			
26	EVIDENCE: Y X	LATENT PRINTS: Y X / N P	OTHER EVIDENCE: DNA				DATE: DNA	TIME: DNA	PLACE FOUND: DNA				
27	PERSON: INJURED Y X	PERSON INJURED	CODE	WEAPON/ FORCE USED: Y X	TYPE: DNA	TYPE INJURIES SUSTAINED: DNA	TREATED BY: DNA	PLACE TREATED: DNA					

28 SYNOPSIS: Reported a verbal/physical altercation over personal matters between V-1 and R-1, wife and husband, at the above stated date, time and location. R-1 related that the argument escalated into becoming physical after R-1 open hand slapped V-1 in the face. Although the incident was physical, no injuries were reported or observed to/by this officer. V-1, extremely intoxicated, was uncooperative with police, therefore, only a limited amount of personal information was ascertained. R-1 was issued MPD form #101 24 HOUR WARNING CITATION and advised not to contact V-1 by any means said citation expires on 01/09/07 at 0310 hours. Central Dispatch advised of the issuance of warning citation. Note: V-1 was arrested for harassment after same became belligerent with officers who were speaking with her.

KEY REPT: THIS IS KEY REPORT

29 DISPOSITION: Records

ITEM	QTY	ITEM/ARTICLE	PROPERTY DESCRIPTION (TRADEMARK, COLOR, SIZE ETC.)	SERIAL NUMBER	VALUE	VALUE RECOVERED
			TOTALS			

30 CONNECT-UPS REPORT NOS: 08-02278 HARASSMENT

31 ASSISTING INVESTIGATOR: Y X NAME | BT | ARRIVAL TIME | NAME | BT | ARR TIME

32 COPY TO: DIST / CID / JUVENILE / CIA / OTHER

HOW CLEARED: UNFOUNDED / LOCATED / WARNED/REPRIMANDED / ARREST/PROSECUTED / ARREST/H NOT PROS / TURNED OVER TO HV / OTHER (INDICATE HOW)

33 WANT COPY FORWARDED: FC 1/17/08

REPORT WRITTEN BY: UYEHARA, K. 012522 DATE: 010808 TIME: 0500 SUPERVISOR APPROVAL: 1533 01/08/08

MAUI COUNTY POLICE DEPARTMENT

WARNING CITATION
ABUSE OF FAMILY OR HOUSEHOLD MEMBER

DISTRICT: IV BEAT: 50 CENSUS: 1 Kapalua REPORT NO.: DB02272

NAME: Arturo GATTI ALIAS:

STREET ADDRESS: 354 Sauvignon Ct, Monterey, NJ 07751

SEX: M DOB: 4/15/72 AGE: 35 HGT.: 5'8" WGT.: 178

TATTOOS/SCARS/OTHER MARKS: Scarves, Chest, Back

Having reasonable grounds to believe that there has been physical abuse and/or physical harm, and there is probable danger of further physical abuse, or further physical harm upon

Amanda GATTI (name of victim) by: Arturo GATTI (name of violator);

Arturo GATTI (name of violator) is hereby ordered to leave the premises

located at: 1 Ritz Carlton Way #2541 for a period of separation which expires on:

01/09/09 at: 0310 (AM)/PM. He/she will be allowed to enter the premises on one occasion with police escort to collect any necessary personal effects. You are not to initiate contact with the victim directly or through a third party. Contact is to include in person, telephone, writing or electronic contact (by recorded message, pager, text message, e-mail, etc.) (initial)

Refusal to comply with this order to leave, or return to the premises before the expiration of this warning citation shall result in arrest. Refusal to comply with this order is a misdemeanor punishable by a maximum penalty of one (1) year in jail and/or a maximum fine of $2,000.00 and a minimum jail sentence of 48 hours and domestic violence treatment counseling.

DATE OF ISSUE: 01/03/09 TIME OF ISSUE: 0310 (AM)/PM.

LOCATION OF ISSUANCE: 1 Ritz Carlton P-Lot

ISSUED BY OFFICER: K. Uyehara #6 EMPLOYEE NO.: 12522

White - Police Copy
Yellow - Violator's Copy
Pink - Victim's Copy

MPD FORM NO. 101 (6/03)

June 25, 2009

Merrill Lynch
Attn: Thomas McManus
Please use this letter of authorization to wire $300,000 from my account 85928805 to the following bank:

The Bank of Montreal
Swift Code: BOFMCAM2
TR 35931 INST 001
Quebec Canada
Further Credit to: Arturo Gatti
Account 39091-001-4708-305

If you should have any questions, please feel free to call 514-571-5089.

Sincerely,

Arturo Gatti

RUDNICK, ADDONIZIO & PAPPA
A Professional Corporation
25 Village Court
Hazlet, New Jersey 07730
(732) 264-4400 File No. L-10275-CZ
Attorneys for Plaintiff

AMANDA CARINE BARBOSA RODRIGUES, Plaintiff, v. NEW YORK DAILY NEWS, NYP HOLDINGS INC. t/a NEW YORK POST, MAXIM MAGAZINE INC. t/a MAXIM MAGAZINE, Defendants	**UNITED STATES DISTRICT COURT** **DISTRICT OF NEW JERSEY** Case No. 2:10-cv-03511-WJM-MF AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, AMANDA CARINE BARBOSA RODRIGUES (hereinafter referred to as "Rodrigues") an individual presently residing in the Country of Brazil, by way of Complaint against the defendants NEW YORK DAILY NEWS (hereinafter referred to as "News"), NYP HOLDINGS INC. t/a NEW YORK POST (hereinafter referred to as "Post"), MAXIM MAGAZINE INC. t/a MAXIM MAGAZINE (hereinafter referred to as "Maxim") herein says as follows:

JURISDICTION

1. Jurisdiction of the Court is invoked under the provisions of 28 USC § 1332, federal diversity jurisdiction. The court has supplemental jurisdiction over plaintiff's State law claims pursuant to 28 USC § 1367(a).

THE PARTIES

2. Plaintiff Rodrigues, a female, is a resident of the Country of Brazil and has a United States residence address in the City of Elizabeth, County of Union and State of New Jersey.

3. Plaintiff Rodrigues, at all times material herein, is neither a public official nor a public figure.

4. Defendant News is a daily newspaper/tabloid publication with its principal business headquarters located in New York, New York. Defendant News conducts business within the State of New Jersey, including, but not limited to, disseminating its newspaper publication throughout the State of New Jersey as well as throughout the United States of America, and additionally publishes its newspaper on its website.

5. Defendant Post is a daily newspaper/tabloid publication with its principal business headquarters located in New York, New York. Defendant Post conducts business within the State of New Jersey, including, but not limited to, disseminating its newspaper publication throughout the State of New Jersey as well as throughout the United States of America, and additionally publishes its newspaper on its website.

6. Defendant Maxim is an international men's magazine based in the United Kingdom, and having a United States business address in New York, New York. Maxim conducts business within the State of New Jersey and throughout the United States and internationally by publishing and disseminating its magazine throughout the aforesaid states and foreign countries, as well as publishing its articles on its website.

FACTUAL BACKGROUND

7. Plaintiff Rodrigues was the wife of the late former professional boxer, Arturo Gatti. The couple was married in August of 2007.

8. On or about July 11, 2009, Arturo Gatti died as the result of suicide while on vacation with plaintiff in Brazil.

9. Plaintiff was originally detained by Brazilian police pending an investigation surrounding her husband's death.

10. Defendant News published multiple articles in its newspaper concerning plaintiff. These articles specifically referred to plaintiff by name throughout, and most contained a photograph of plaintiff, as well.

11. Specifically, News' articles were defamatory towards the plaintiff. The defamatory language published by News is as follows:

(a) On July 13, 2009, a photograph of plaintiff was displayed on the front page of its newspaper accompanied by the headline "Arturo Gatti's stripper wife charged with strangling ex-champ as he slept."

(b) On page 3 of the July 13, 2009 edition, displaying a photograph of plaintiff, stated "stripper-wife strangled Gatti in sleep, cops say." Said article also refers to plaintiff as "Boxing legend Arturo Gatti's sexy stripper-wife." Said article also refers to plaintiff as follows: "Amanda Carine Barbosa Rodrigues, a 23-year-old former exotic dancer..." Said article further states of plaintiff and Gatti "the couple – who had met while she danced at a club in Brazil..."

(c) On July 13, 2009, the defendant News' website contained an article with a photograph of plaintiff which read "Amanda Carine Barbosa Rodrigues . . . is a former stripper."

(d) In its July 14, 2009 edition of the News, an article printed on page 9 contained a photograph of plaintiff and Gatti, referred to plaintiff as "... Gatti's 23-year-old wife, ex-stripper Amanda Rodrigues."

(e) In its July 19, 2009 edition of the news, in an article entitled "Boxer's death may be suicide," referred to plaintiff as "Amanda Rodrigues, a former exotic dancer."

(f) In its July 29, 2009 edition of the News, in its "Sports Wire" article, plaintiff was referred to as "Amanda Carine Barbosa Rodrigues, a 23-year-old former exotic dancer."

(g) In its July 31, 2009 edition of the News, on page 19, an article was published containing two photographs of plaintiff and referred to plaintiff in the headline as "ex-stripper wife." Said article also refers to plaintiff as "Gatti's ex-stripper wife, Amanda Rodrigues."

(h) In its August 21, 2009 edition of the News, an article was published stating of plaintiff that "Gatti met her at The Squeeze Lounge, a gentlemen's club in Weehawken, N.J." Said article also states that "Rodrigues worked there from 2006 – 2007" and that "she was a good dancer," "she definitely was not a beginner. She knew how to dance on the pole and give table dances. She was a good worker."

(i) In its July 4, 2010 edition of the News, an article was published stating that "Rodrigues, 24, met Gatti while working at a New Jersey Strip Club."

12. Defendant Post, on July 14, 2009, published an article in its newspaper and on its website entitled "Gatti killed self: wife." The defamatory language in said article is as follows, "Arturo Gatti's stripper wife." Said article identifies Gatti's wife as "Amanda Carine Barbosa Rodrigues, 23."

13. Defendant Maxim, in its March 2010 edition of its magazine, published an article entitled "To the Death" at pages 88 – 93. The defamatory portions of said article are as follows:

(a) "Amanda 'THE STRIPPER'" above a photograph of plaintiff on pages 88 – 89.

(b) "It was with this mind-set that Gatti walked into the Squeeze Lounge, a Weehawken, New Jersey go-go bar, with his black German shepherd, Hex, in late 2006."

"Amanda Rodrigues was onstage behind the bar. Like the other girls at the club, she'd dance, swing on the 30-foot pole, and strip to a G-string and bikini top."

"Tight-bodied, with a belly piercing and a loud but seductive manner, Amanda had landed in the Garden State from her native Brazil in 2000. According to her mother, Rosie Barbosa, Amanda attended Hillside High School and Union County College, a two-year school in urban Elizabeth, studying business. Along the way, Barbosa says, her daughter worked at a Toyota dealership, a Nextel store, and a clothing shop—but never a strip club."

"'Her mother didn't know she was a dancer,' Naomi Prosperi says."

"Michael Prosperi regarded Amanda as a practiced hustler. 'I'm not calling her a prostitute,' he says. 'But these girls are here to make money, and she was one of the best. She could talk to a customer at the bar and keep him there, spending 100 or 200 dollars. Sometimes she'd say, 'Well, I have to go make money now,' and the guy would throw down some more money for her to stay.'"

"When Gatti visited the club, Amanda would call him over to the other girls. "She'd say, 'This is my boyfriend,' and ask him to tip me," says Jessica, a Russian girl with puffy blonde hair and a tiny G-string. "And he'd tip me with a $100 bill."

"Eventually, ... Amanda quit her job at Squeeze..."

14. Plaintiff has never at any time been employed as a stripper, exotic dancer or dancer at any club, either in New Jersey or Brazil.

15. Plaintiff never was employed as a dancer, or in any other capacity, at the Squeeze Lounge located in Weehawken, New Jersey.

16. Plaintiff has never danced onstage at the Squeeze Lounge as an employee.

17. Plaintiff has never swung on the 30-foot pole at the Squeeze Lounge.

18. Plaintiff has never stripped to a g-string and bikini top.

19. Plaintiff has never worked at a strip club or go-go bar.

20. Plaintiff has never, in the capacity as an employee, talked to customers at the Squeeze Lounge. Plaintiff has never talked to customers at the Squeeze Lounge to get them to spend money on her or at the Squeeze Lounge.

21. Plaintiff never said to any customers at the Squeeze Lounge "Well, I have to go make money now."

22. Plaintiff never introduced her late husband, Arturo Gatti, to any girls employed at the Squeeze Lounge as her boyfriend and ask him to tip them.

23. Since plaintiff was never employed at the Squeeze Lounge, she never quit her job at Squeeze.

24. Plaintiff never performed table dances, lap dances or danced in any way for any male patrons of the Squeeze Lounge. Plaintiff was not a worker at the Squeeze Lounge.

25. Accordingly, plaintiff never danced in a sexually suggestive nature towards, with, or for the clientele of the Squeeze Lounge.

26. Plaintiff denies all of the factual allegations as set forth in the articles published by defendants and quotes at paragraphs 11(a)-(i), 12, and 13(a)-(b) above.

27. The defamatory articles are annexed hereto as Exhibit A.

28. Each and every article as aforesaid was also published by defendants on their respective websites and remains viewable online at present.

COUNT I

LIBEL

29. Plaintiff realleges paragraphs 1 – 28 and incorporates them by reference as paragraphs 1- 28 of Count I of this Complaint.

30. The defendants, News, Post, and Maxim made false statements concerning plaintiff as set forth above at paragraphs 11 – 28.

31. Defendants published the aforesaid false statements in their print publications as well as on their websites.

32. Defendants were either aware or should have been aware of the inaccuracy and falsity of the statements that were published.

33. Plaintiff was neither consulted nor contacted to ascertain the truth or falsity of the afore-mentioned statements.

34. Defendants recklessly and/or intentionally published the false statements in their publications and on their websites.

35. Plaintiff has suffered severe emotional harm and damage to her name, image and reputation as a result of the defamatory statements.

WHEREFORE, plaintiff Rodrigues demands judgment against defendants as follows:

(a) All damages which plaintiff has sustained as a result of defendants' conduct, including, but not limited to, emotional distress, humiliation, embarrassment, and mental anguish;

(b) Exemplary and punitive damages in an amount commensurate with defendants' ability and so as to deter future malicious, reckless and/or intentional conduct;

(c) Awarding plaintiff her costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fee, if applicable, and other costs;

(d) Prejudgment and Post judgment interest as provided by law; and

(e) Such other and further relief as this Court deems just and proper.

COUNT II

LIBEL PER SE

36. Plaintiff Rodrigues realleges paragraphs 1 - 35 and incorporates them by reference as paragraphs 1 – 35 of Count II of this Complaint.

37. At all times mentioned herein, the statements made by defendants as aforesaid are libelous on their face.

38. Said statements are widely understood to be harmful to a person's reputation.

39. The aforementioned statements clearly accuse plaintiff in engaging in immoral activities, and/or pertain to the unchastity of a female.

40. Accordingly, the conduct of defendants complained of herein constitutes libel per se.

41. The above referenced conduct of defendants was and is willful, malicious, fraudulent, outrageous and in conscious disregard and in indifference to plaintiff's rights.

42. As a direct and proximate result thereof, plaintiff has suffered severe emotion harm and damage to her name, image and reputation as a result of the defamatory statements.

WHEREFORE, plaintiff Rodrigues demands judgment against defendants as follows:

(a) All damages which plaintiff has sustained as a result of defendants' conduct, including, but not limited to, emotional distress, humiliation, embarrassment, and mental anguish;

(b) Exemplary and punitive damages in an amount commensurate with defendants' ability and so as to deter future malicious, reckless and/or intentional conduct;

(c) Awarding plaintiff her costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fees, if applicable, and other costs;

(d) Prejudgment and Post judgment interest as provided by law; and

(e) Such other and further relief as this Court deems just and proper.

COUNT III

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

43. Plaintiff Rodrigues realleges paragraphs 1 - 42 and incorporates them by reference as paragraphs 1 – 42 of Count III of this Complaint.

44. Defendants, by the actions described herein exhibited extreme and outrageous conduct.

45. In undertaking the aforementioned actions, the defendants intended to cause plaintiff severe emotional distress.

46. The aforementioned conduct has caused plaintiff severe emotional distress and mental anguish.

47. As a direct and proximate result of defendants acts and omissions, plaintiff has in the past, and will in the future, suffer damages.

WHEREFORE, plaintiff Rodrigues demands judgment against defendants as follows:

(a) All damages which plaintiff has sustained as a result of defendants' conduct, including, but not limited to, emotional distress, humiliation, embarrassment, and mental anguish;

(b) Exemplary and punitive damages in an amount commensurate with defendants' ability and so as to deter future malicious, reckless and/or intentional conduct;

(c) Awarding plaintiff her costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fee, if applicable, and other costs;

(d) Prejudgment and Post judgment interest as provided by law; and

(e) Such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to *Rule* 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury as to all issues raised by these pleadings.

RUDNICK, ADDONIZIO & PAPPA
Attorneys for the Plaintiff

By: s/ Mark F. Casazza
MARK F. CASAZZA

DATED: September 30, 2010

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of September, this Amended Complaint and Demand for Jury Trial was filed electronically and a copy was served via the ECF Notification System upon:

Robert D. Balin, Esquire
Davis, Wright Tremaine, LLP
1633 Broadway
New York, NY 10019
Email: robbalin@dwt.com

s/ Mark F. Casazza
MARK F. CASAZZA, ESQUIRE

Dated: September 30, 2010

N

Gatti's wife to sue over husband's death

Like 0

By
PA Sports
(Senior Writer) on July 11, 2009

8 reads

0

Gatti's wife to sue over husband's death

Provided by
PA Sports
Written on July 11, 2009

SAO PAULO — The wife of boxer Arturo Gatti intends to sue the state of Pernambuco for arresting her as a prime suspect in her husband's death a month ago.

Amanda Rodrigues spent 18 days in jail. Gatti, a two-time world champion from Canada, died July 11 while he and his family vacationed in the Brazilian resort town of Porto de Galinhas.

Rodrigues' lawyer, Celio Avelino, said by telephone Thursday his client is taking action against the state for "wrongfully accusing her of murder." Avelino said paperwork will be filed in about 20 days. He declined to provide further details.

A day after Gatti was found dead, police said his 23-year-old wife strangled him with her purse strap as he drunkenly slept. But on July 30, police ruled the 37-year-old boxer had committed suicide and Rodrigues was released from jail.

PB Agora - A Para?ba o tempo todo - www.pbagora.com.br

March 16, 2010

Man received $ 20,000 to confess the death of German



Man would have received $ 20,000 to confess the murder of German would come in Paraíba

The news of a possible turnaround in the murder of German Jennifer Kloke did not last more than a few hours. The 26 year old man who, on the afternoon of Monday (15), introduced himself as one of the participants in the murder and claimed that version, then assumed to have received an offer of $ 20 000 from the victim's mother, Delma Freire to confess to the crime. He would have sought the family's defense attorney Tonelli, Celio Avelino, who would have received guidelines on how to proceed before the police interrogation.

Before the deposition, the lawyer came to the boy set up an interview with TV Globo, where the young man told all the details of the crime that would have participated. In the office of lawyer Avelino Celio, he and Delma Davis would step guidelines on how to proceed in the interview and the testimony that would later to the delegate. "Today I would leave the DHPP, received $ 20,000 and she would put me in an apartment in Olinda. She was going to pay me today, in cash," said the open prison regime.

The interview was recorded on the afternoon of Monday, at the Chambers, but was not aired by the station. After recording, the young man should go to the Department of Homicides and Protection of Persons (DHPP), where they deliver, but decided to go to the headquarters of the Special Operations Group (SOG) of the Civil Police, in the Lamb, the Western region of Recife, he revealed the hoax. After the story, the young man gave a press conference.

"He told me to go I was confident that the real killer, both the sheriff and pro staff was doing the interview. He advised me that I should not come into contradiction that when a question was not appropriate, I kept quiet" , told the youngster to the guidelines passed by Avelino supposed.

Jenifer had tickets booked for Paraiba and was possibly murdered by her relatives.

JC Online

FLV Player
Free Flash Video Player (FLV and H.264 / MPEG - 4)
Free Download

Montreal Condo Bill of Sale to Arturo Gatti
Exhibit#

SALE
IN THE YEAR TWO THOUSAND AND NINE
On this twenty-sixth day of June .
(2009 - 06 - 26)
BEFORE Mtre Giuseppe PALOMBI , Notary , practicing in the City of Montreal (Saint-Leonard), Province of Quebec, Canada.
APPEARED:
Sou Chiu Sang KENTSOU , residing at 1 de Castelneau Street, apartment 301, in the city of Montreal, Province of Québec, H2R 1P1, Canada..
Hereinafter called the " Vendor ";
AND
Arturo GATTI , residing at 6300 Jarry Street East, apartment 801, in the city of Montréal, Province of Québec, H1P 1V9, Canada..
Hereinafter called the " Purchaser ";
WHO have agreed as follows:
OBJECT OF THE CONTRACT
The Vendor sells to the Purchaser, with the legal warranty, the immovable described herein below:
DESCRIPTION
An apartment held in divided co-ownership, bearing civic number 1 de Castelneau Street, apartment 301, in the City of Montreal, Province of Quebec, H2R 1P1, composed of:
a) the private portion known and described as being the lot number **THREE MILLION THREE HUNDRED AND THIRTY-THREE THOUSAND TWO HUNDRED AND SIXTY-TWO (3 333 262)** upon the Cadastre of Quebec, in the Land Registry Office of Montréal.
b) the undivided share of the common areas known and designated as being lot number **TWO MILLION TWO HUNDRED AND FORTY THOUSAND THREE HUNDRED AND TWENTY-EIGHT (2 240 328)** of the Cadastre of Quebec, Land registration division of Montreal, the whole as established in the Declaration of Co-Ownership passed before **Maurice RICHARD** , Notary, on the Twenty-Eighth day of October, Two Thousand and Four (2004) and duly published at Montreal under the Number 11 825 177.

c) the right of exclusive use of one (1) parking space number 21, and one (1) storage space number 25, said parking space and storage space being common portion with restricted use attributed to the appartement hereinabove described.

With and subject to the servitudes of right of view and passage, the whole as created in virtue of Deeds published at Montreal under the Numbers 710 343, 816 493, 822 294 and 3 333 251.

As the said property now subsists, with all its rights, members and appurtenances thereunto belonging, the whole without exception or reserve of any kind on the part of the Vendor.

ORIGIN OF THE RIGHT OF OWNERSHIP

The Vendor is owner of the immovable having acquired same in virtue of a deed of sale received before Mtre Maurice RICHARD, Notary, on the first day of November, two thousand and four (2004), and published at the Montreal Land Registry Office under the number 11 829 859.

TITLE DEEDS

The Vendor undertakes to deliver to the Purchaser all the title deeds in his possession as well as a certificate of location showing the present state of the property.

POSSESSION

The Purchaser shall be the owner of the immovable property as of the date of these presents and shall take possession immediately and occupation on the **Twenty-Sixth** day of **June, Two Thousand and Nine (2009)** .

DECLARATIONS OF THE VENDOR

The Vendor makes the following declarations and warrants that:

1. That the said property is free and clear of all encumbrances whatsoever, and all hypothecs save and except for a deed of loan in favour of the Banque Canadienne Impériale de Commerce due in virtue of a deed published at Montreal under the number 12 373 555, which will be radiated with part of the proceeds of these presents.

2. There are no servitudes other than those mentioned above.

3. All property taxes which are due have will be paid without subrogation to the **Thirty-First** day of **December, Two Thousand and Nine (2009)** with regards to municipal taxes and the **Thirtieth** day of

June, Two Thousand and Nine (2009) with regards to school taxes.

4. The transfer duties have been paid in full.

5. The immovable is not subject to an option to purchase or right of the first refusal binding him personally in any lease or other document.

6. The certificate of location prepared by **François HOULE, Quebec land surveyor** , on the **nineteenth day of October, two thousand and four (2004),** under number **7556** of his minutes, describes the present state of the immovable and no change has been made to the immovable since that date.

7. The Vendor has received no notice from any competent authority to the effect that the immovable does not comply with the laws and regulations in force.

8. The immovable has not formed part of a housing complex from which it has been subsequently separated as a result of alienation since the coming into force of the provisions of the laws prohibiting such alienation.

9. The immovable is not a recognized or a classified cultural property and is not situated in a historic or natural district, within a classified historic site, or in a protected area, within the meaning of the ***Cultural Property Act*** .

10 . The Vendor is a Canadian resident within the meaning of the ***Income Tax Act*** and the ***Taxation Act*** and has no intention of changing such residence.

OBLIGATIONS

The Purchaser binds and obliges himself to:

1. Take the immovable in its present state, declaring having seen and examined same to his satisfaction, and having verified himself with the relevant authorities that the use he intends to make of the immovable complies with the laws and regulations in force.

2. Pay all property taxes due and to become due, including the proportion for the current year from the date of these presents, and also to pay, from the same date, all future installments in capital and interest of all special taxes imposed before this day, payment of which is spread over a period of years.

3. Pay the costs and fees of these presents, their publication and copies for all parties.

4. Take the certificate of location in its present state and being satisfied therewith. The Purchaser declares to take full responsibility for any illegal views and/or

encroachments relating to the above-mentioned property.

5. To pay the administrators their part of the condo fees, as stipulated in the Declaration of Co-ownership.

6. To respect all the clauses and conditions found in the Declaration of Co-Ownership as well as all the by-laws related to the said immovable property.

ADJUSTMENTS

The Parties declare that they will make the usual adjustments between them as of the date of these presents as soon as the statements of account will be supplied to the parties. If other adjustments become necessary, they shall be made as of the same date.

DECLARATION CONCERNING THE PRELIMINARY CONTRACT

The sale is made in execution of the preliminary contract dated and accepted on the **Seventeenth** day of **May, Two Thousand and Nine (2009)** and accepted by the vendor the same day. Unless conflicting with these presents, the parties confirm the agreements contained in the preliminary contract but not reproduced herein.

PRICE

The present deed of Sale is made for the price of **FIVE HUNDRED AND TEN THOUSAND DOLLARS ($ 510,000.00)** paid by the Purchaser, **whereof full and final acquittance.**

CIVIL STATUS AND MATRIMONIAL REGIME

Sou Chiu Sang KENTSOU declares to be single of the full age of majority, never having been married.

Arturo GATTI declares to be married to Amanda KARINI, in first marriage, under the regime of Partnership of Acquest, no matrimonial agreement having been entered into between them on or before their marriage celebrated on the twenty-sixth day of August Two thousand and eight (2008) in the Province of Quebec, were they were both domiciled at the time of their marriage, and that neither their civil status nor matrimonial regime have been nor are in the process of being changed.

DECLARATIONS OF THE PARTIES CONCERNING THE
GOODS AND SERVICES TAX (GST)
AND THE QUEBEC SALES TAX (QST)

The Vendor declares that the immovable which is the object of the present sale is an immovable used primarily as a place of residence, that he has made no

major renovations and he has not claimed and will not claim an input tax credit or refund with respect to the acquisition of or improvements made to the immovable.
Accordingly, this sale is exempt under the provisions of the ***Excise Tax Act*** and the ***Act respecting the Quebec Sales Tax.***

INTERPRETATION CLAUSE

For the purpose of this contract and whenever the content allows, the singular shall include the plural and the masculine shall include the feminine.

LANGUAGE

The Parties have accepted that the present deed be drawn up in English. Les Parties ont consenti à ce que le présent acte soit rédigé en anglais.

DECLARATIONS REQUIRED UNDER SECTION 9 OF THE
ACT RESPECTING DUTIES ON TRANSFERS OF IMMOVABLES

The parties, hereinafter called the ***"transferor"*** and the ***"transferee",*** each make for himself or jointly, as the case may be, the following declarations:

1. The given name, surname and address of the principal residence of the transferor is as follows:
Sou Chiu Sang KENTSOU, residing at 1 de Castelneau Street, apartment 301, in the city of Montréal, Province of Québec, H2R 1P1

2. The given name, surname and address of the principal residence of the transferee is as follows:
Arturo GATTI, residing at 6300 Jarry Street East, apartment 801, in the city of Montréal, Province of Québec, H1P 1V9

3. The immovable, which is subject of the present transfer, is situated in the City of Montreal.

4. The amount of the consideration for the transfer of the immovable is **FIVE HUNDRED AND TEN THOUSAND DOLLARS (510,000.00 $).**

5. The taxation base is **FIVE HUNDRED AND TEN THOUSAND DOLLARS (510,000.00 $).**

6. The tax is **SIX THOUSAND ONE HUNDRED AND FIFTY DOLLARS (6,150.00 $).**

7. The transfer concerns only a corporeal immovable.

WHEREOF ACT at Montreal (Saint-Leonard), under the number **Twelve thousand and four (12 004)** of the minutes of the undersigned notary.

AND AFTER DUE READING HEREOF the parties have signed in the presence of the said notary.

Sou Chiu Sang KENTSOU
Arturo GATTI
Mtre Giuseppe PALOMBI , Notary
TRUE COPY OF THE ORIGINAL REMAINING IN MY OFFICE

2009 -08- 27 13:40
Heure : minute

16497905

AVIS DE PRÉINSCRIPTION
(ART. 2966 C.c.Q.)

Date et lieu

Le 27 août deux mil neuf (2009), à Montréal, province de Québec;

Identification et nature juridique de l'acte

Avis de préinscription suite à une action en annulation de testament devant la Cour supérieure du district de Montréal, sous le numéro 500-17-052555-094 .

Personne qui requiert la préinscription

Me Carmine Mercadante, avocat exerçant sa profession au sein de l'Étude Mercadante, Di Pace, sis au 5450, rue Jarry Est, suite 202, à Montréal, province de Québec, H1P 1T9, procureur des demandeurs Ida D. Gatti et Fabrizio Gatti;

Désignation des bénéficiaires

Ida D. Gatti, domiciliée et résidant au 11793, rue Nicolas Appert, Montréal, province de Québec, H1E 3K7;
ET/
Fabrizio Gatti, domicilié et résidant au 6300, rue Jarry Est, appartement 202, Montréal, province de Québec, H1P 1V9;

Nature de la demande et du droit qui en fait l'objet

Une action en annulation de testament ayant l'immeuble ci-après désigné faisant partie des biens immobiliers à liquider (droit de propriété);

Désignation des parties

Ida D. Gatti, domiciliée et résidant au 11793, rue Nicolas Appert, Montréal, province de Québec, H1E 3K7;
ET/
Fabrizio Gatti, domicilié et résidant au 6300, rue Jarry Est, appartement 202, Montréal, province de Québec, H1P 1V9;

(Demandeurs)

C/

Amanda Carine Barbosa Rodrigues, domiciliée et résidant au 304, rua Alberto Azevedo, apt. 203, Inhapim, Minas Gerais, Brasil, 35330000;

(Défenderesse)

Désignation de l'immeuble.

Un immeuble détenu en copropriété situé à Montréal, étant l'appartement numéro 301 de l'immeuble portant le numéro 1, rue De Castelnau Est, Ville de Montréal, Province de Québec, H2R 1P1, connu et désigné comme étant:

a) Le lot numéro **TROIS MILLIONS TROIS CENT TRENTE-TROIS MILLE DEUX CENT SOIXANTE-DEUX (3 333 262)** du Cadastre du Québec, circonscription foncière de Montréal et correspondant à l'appartement numéro 301 dans ledit immeuble; et

b) La fraction proportionnelle à l'intérêt, titre de droit indivis aux aires communes à être attribuée en tant que propriétaire des aires exclusives ci-dessus mentionnées, et sans limiter le sens de ce qui précède, la fraction proportionnelle à l'intérêt, titre de droit indivis dans la partie commune connue et désignées comme étant le lot numéro **DEUX MILLIONS DEUX QUARANTE MILLE TROIS CENT VINGT-HUIT (2 240 328)** du Cadastre du Québec, circonscription foncière de Montréal, attribuée auxdites parties privatives en vertu de la Déclaration de copropriété signée devant Me Maurice Richard, notaire, le vingt-huitième (28) jour d'octobre, deux mille quatre (2004) et dûment publiée à Montréal sous le numéro onze millions huit cent vingt-cinq mille cent soixante-dix-sept (11 825 177); et

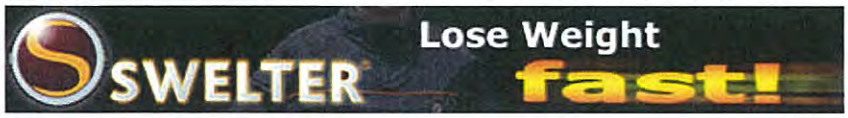
c) Les droits exclusifs quant à l'utilisation de l'espace de stationnement numéro vingt et un (21) et de l'unité de rangement numéro vingt-cinq (25), lesdits espace stationnement et unité de rangement faisant partie des aires communes à usage restreint attribuées à l'appartement ci-haut décrit.

Montréal, le 27 août 2009

Carmine Mercadante, Avocat

Témoin

Témoin

BoxRec


English


Vacation in Australia the way the locals do


$500K life insurance, no exam necessary


The secret to burning fat and losing weight

Arturo Gatti	
Global ID	**3999**
suspensions	report
sex	male
birth date	1972-04-15
death date	2009-07-11
division	super featherweight
stance	orthodox
height	5′ 7½″ / 171cm
reach	70″ / 178cm
US ID	038269
alias	Thunder
country	Canada
residence	Jersey City, New Jersey, United States
birth place	Calabria, Italy
won **40** (KO 31) + lost **9** (KO 5) + drawn **0** = 49 rounds boxed **253** KO% **63.27**	
biography	

Lb ◉ St ○ Kg ○ | ◉ ↑date↓ ○ | ratings off ◉ on ○ ○ | print

date	Lb	opponent	Lb	W-L-D	last 6	location			
2007-07-14	147	Alfonso Gomez	146	**16-3-2**	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	L	TKO	7 10
time: 2:12 I referee: Randy Neumann I judge: Pierre Benoist 56-58 I judge: Robert Grasso 56-58 I judge: Steve Weisfeld 54-60									
2006-07-22	147	Carlos Manuel Baldomir	147	**42-9-6**	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	L	TKO	9 12
time: 2:50 I referee: Wayne Hedgpeth I judge: Tom Kaczmarek 74-78 I judge: Hubert Minn 73-79 I judge: John Stewart 75-77									

FROM THE DESK OF LARRY HAZZARD SR.

THE CLUB HOUSE

205 SPRUCE STREET

NEWARK, NEW JERSEY 07108

August 13, 2011

Dear Mr. Lynch,

In honor of your recent request, I hereby state that I served in the position of Commissioner for the New Jersey State Athletic Control Board from December, 1985-November, 2007. During that period of time former boxer the late Arturo Gatti competed regularly in New Jersey with many of his bouts being conducted in Atlantic City at the Board Walk Convention Center in front of capacity crowds. To my recollection the bulk of Arturo's career was spent in New Jersey with several of his bouts staged in the New Jersey/New York metropolitan area. Never during that period of time did Arturo fail a drug test in New Jersey nor did I ever hear of him failing a drug test in any other boxing jurisdiction. To my recollection Arturo never failed any other required NJSACB battery of tests. I would also like to add that Arturo always conducted himself in a most professional manner when competing in the State of New Jersey. If you have any further questions please don't hesitate to contact me at 908-930-3148 or larryhazzard@combatt.net.

Sincerely,

Larry Hazzard

					WBC welterweight title International Boxing Association welterweight title Gatti was down twice in the 9th round.					
2006-01-28	147	Thomas Damgaard	147	37-0-0	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	W	TKO	11	12
					time: 2:54 I referee: Lindsey Page I judge: Eugene Grant 100-90 I judge: John Poturaj 99-91 I judge: Paul Venti 98-92 vacant International Boxing Association welterweight title					
2005-06-25	140	Floyd Mayweather Jr	139	33-0-0	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	L	RTD	6	12
					time: 3:00 I referee: Earl Morton I judge: Luis Rivera 52-60 I judge: John Stewart 53-60 I judge: Dave Moretti 52-60 WBC light welterweight title					
2005-01-29	140	Jesse James Leija	140	47-6-2	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	W	KO	5	12
					time: 1:48 I referee: Earl Brown I judge: Guido Cavalleri I judge: Julie Lederman I judge: John Stewart WBC light welterweight title Leija was knocked down twice in the 5th round. Leija announced his retirement the week after this fight.					
2004-07-24	139¼	Leonard Dorin	139	22-0-1	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	W	KO	2	12
					time: 2:55 I referee: Randy Neumann I judge: Anek Hongtongkam I judge: Larry O'Connell I judge: John Stewart WBC light welterweight title					
2004-01-24	140	Gianluca Branco	140	32-0-1	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	W	UD	12	12
					referee: Rudy Battle I judge: Anek Hongtongkam 116-111 I judge: Guido Cavalleri 115-112 I judge: Tom Kaczmarek 116-111 vacant WBC light welterweight title					
2003-06-07	142	Micky Ward	142	38-12-0	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	W	UD	10	10
					referee: Earl Morton I judge: Joseph Pasquale 96-93 I judge: George Hill 96-93 I judge: Luis Rivera 97-92					
2002-11-23	142	Micky Ward	142	38-11-0	□□□□□□	Boardwalk Hall, Atlantic City, New Jersey, United States	W	UD	10	10
					referee: Earl Morton I judge: George Hill 98-91 I judge: Luis Rivera 98-91 I judge: Joseph Pasquale 98-90					
2002-05-18	141½	Micky Ward	141½	37-11-0	□□□□□□	Mohegan Sun Casino, Uncasville, Connecticut, United States	L	MD	10	10
					referee: Frank Cappuccino I judge: Frank Lombardi 94-94 I judge: Dick Flaherty 93-94 I judge: Steve Weisfeld 93-95					
2002-01-26	141½	Terron Millett	141¼	26-2-1	□□□□□□	MSG Theater, New York, New York, United States	W	TKO	4	10
					time: 2:23 I referee: James Santa I judge: Luis Rivera I judge: Don Ackerman I judge: Steve Weisfeld					
2001-03-24	146	Oscar De La Hoya	147	32-2-0	□□□□□□	MGM Grand, Las Vegas, Nevada, United States	L	TKO	5	10
					time: 1:16 I referee: Jay Nady I judge: Chuck Giampa I judge: Dave Moretti I judge: Paul Smith					
2000-09-08	146¾	Joe Hutchinson	141½	18-0-2	□□□□□□	Molson Centre, Montreal, Quebec, Canada	W	UD	10	10
					referee: Michael Griffin I judge: Andre Bidegare 98-93 I judge: Richard DeCarufel 99-92 I judge: Sylvain Leblanc 100-92					
2000-04-29	149	Eric Jakubowski	145	20-6-0	□□□□□□	Madison Square Garden, New York, New York, United States	W	TKO	2	10
					time: 0:40 I referee: Wayne Kelly					
2000-02-26	140½	Joey Gamache	140	55-3-0	□□□□□□	Madison Square Garden, New York, New York, United States	W	KO	2	10
					time: 0:41 I referee: Benjy Esteves Jr. I judge: Don Ackerman I judge: Ron McNair I judge: Luis Rivera					
1999-08-14	139	Reyes Munoz	140	21-3-0	□□□□□□	Foxwoods Resort, Mashantucket, Connecticut, United States	W	TKO	1	10
					time: 3:09 I referee: Eddie Cotton I judge: Julie Lederman I judge: George Smith I judge: Steve Weisfeld Muñoz was removed from the ring on a stretcher.					
1998-12-12	135	Ivan Robinson	133	26-2-0	□□□□□□	Trump Taj Mahal, Atlantic City, New Jersey, United States	L	UD	10	10
					referee: Benjy Esteves Jr. I judge: Joseph Pasquale 94-95 I judge: George Colon 94-95 I judge: Jean Williams 92-97 Gatti had a point deducted in the 8th for low blows.					
1998-08-22	136	Ivan Robinson	135	25-2-0	□□□□□□	Convention Hall, Atlantic City, New Jersey, United States	L	SD	10	10
					referee: Earl Morton I judge: Melvina Lathan 93-98 I judge: Steve Weisfeld 94-96 I judge: Ed Leahy 96-93 Robinson down in Round 4					

1998 Fight of the Year - *Ring Magazine*
1998 Upset of the Year - *Ring Magazine*

1998-01-17	135	Angel Manfredy	135	22-2-1	□□□□□□	Convention Hall, Atlantic City, New Jersey, United States	L	TKO	8	10
		time: 2:57 I referee: Wayne Hedgpeth Ringside doctor stops fight due to a Gatti cut. Gatti was knocked down in the 3rd round.								
1997-10-04	130	Gabriel Ruelas	130	44-3-0	□□□□□□	Caesar's Hotel & Casino, Atlantic City, New Jersey, United States	W	TKO	5	12
		time: 2:22 I referee: Benjy Esteves Jr. I judge: Robert Gonzalez 38-38 I judge: William James 39-37 I judge: John Stewart 38-38 IBF super featherweight title								
1997-05-04	136	Calvin Grove	137	49-8-0	□□□□□□	Caesar's Hotel & Casino, Atlantic City, New Jersey, United States	W	RTD	7	10
		time: 3:00								
1997-02-22	130	Tracy Harris Patterson	130	57-4-1	□□□□□□	Convention Center, Atlantic City, New Jersey, United States	W	UD	12	12
		referee: Rudy Battle I judge: Beeba Exton 118-108 I judge: Dave McCullough 117-109 I judge: George Hill 116-110 IBF super featherweight title								
1996-07-11	137	Feliciano Correa	136	15-5-0	□□□□□□	Madison Square Garden, New York, New York, United States	W	KO	3	10
		time: 2:05								
1996-03-23	130	Wilson Rodriguez	128	44-7-3	□□□□□□	MSG Theater, New York, New York, United States	W	KO	6	12
		time: 2:16 I referee: Wayne Kelly I judge: George Colon 47-46 I judge: Manuel De Casas 45-48 I judge: John Poturaj 45-48 IBF super featherweight title								
1995-12-15	130	Tracy Harris Patterson	129¾	54-3-1	□□□□□□	Madison Square Garden, New York, New York, United States	W	UD	12	12
		referee: Wayne Kelly I judge: Leroy Brown 116-111 I judge: Melvina Lathan 115-112 I judge: Steve Weisfeld 114-113 IBF super featherweight title								
1995-10-07	140	Carlos Vergara	140	16-11-0	□□□□□□	Convention Center, Atlantic City, New Jersey, United States	W	TKO	1	10
		time: 0:57 I referee: Tony Perez I judge: Melvina Lathan I judge: Barbara Perez I judge: Steve Weisfeld								
1995-07-13	132	Barrington Francis	131	21-6-4	□□□□□□	Caesar's Hotel & Casino, Atlantic City, New Jersey, United States	W	TKO	6	10
		judge: Al DeVito I judge: Steve Weisfeld I judge: Eva Shain								
1995-04-22	134½	Tialano Tovar	133¾	9-8-1	□□□□□□	Ballys Park Place Hotel Casino, Atlantic City, New Jersey, United States	W	KO	1	10
		time: 1:41 I referee: Wayne Hedgpeth I judge: Eugene Grant I judge: Richard Strange I judge: Tom Kaczmarek								
1995-03-09	134	Roman Smolenkov	131½	0-3-0	□□□	Martinihal, Groningen, Netherlands	W	KO	1	
		referee: Henk Meijers								
1994-11-22	130	Jose Sanabria	130	21-10-3	□□□□□□	Meadowlands Convention Center, Secaucus, New Jersey, United States	W	UD	12	12
		referee: Steve Smoger I judge: Tom Kaczmarek 116-112 I judge: Barbara Perez 118-110 I judge: Melvina Lathan 118-110 USBA super featherweight title								
1994-08-16	129	Richard Salazar	130	13-5-2	□□□□□□	Blue Horizon, Philadelphia, Pennsylvania, United States	W	TKO	10	12
		time: 2:29 I referee: Frank Cappuccino I judge: George Hill I judge: Adelaide Triplett I judge: Myra Grant USBA super featherweight title								
1994-06-28	129½	Pete Taliaferro	130	25-2-0	□□□□□□	Meadowlands Convention Centre, Secaucus, New Jersey, United States	W	TKO	1	12
		time: 3:00 I referee: James Condon I judge: Al DeVito I judge: John Poturaj I judge: Kason Cheeks USBA super featherweight title Taliaferro down three times.								
1994-05-06	130	Darrell Singleton	130	9-3-1	□□□□□□	Boardwalk Convention Center, Atlantic City, New Jersey, United States	W	TKO	1	8
		time: 0:41 I referee: Frank Cappuccino								
1994-01-08	131	Leon Bostic	131	12-3-1	□□□□□□	Friar Tuck Inn, Catskill, New York, United States	W	PTS	8	8
1993-11-11	136	Glenn Irizarry	141	3-7-0	□□□□□□	Huntington Hilton Hotel, Melville, New York, United States	W	TKO	1	

1993-10-23	132	Derek Francis	133	7-2-0	☐☐☐☐☐☐	Sands Casino Hotel, Atlantic City, New Jersey, United States	W	KO	1	
1993-08-24	132	Luis Guzman	138	0-2-0	☐☐	Merv Griffin's Resorts, Atlantic City, New Jersey, United States	W	KO	1	
						referee: Benjy Esteves Jr.				
1993-07-30	133	Robert Scott	133	1-2-0	☐☐☐	Ramada Hotel, New York, New York, United States	W	KO	1	
1993-06-20	130	Christino Suero	132	1-5-0	☐☐☐☐☐☐	Harrah's Marina Hotel Casino, Atlantic City, New Jersey, United States	W	KO	3	8
						referee: Earl Morton				
1993-05-15	134	Clifford Hicks	135	13-11-0	☐☐☐☐☐☐	Memorial Highshool Gym, Brick Town, New Jersey, United States	W	KO	3	
						referee: Benjy Esteves Jr.				
1993-04-07	132	Curtis Mathis	135	3-11-1	☐☐☐☐☐☐	Newark, New Jersey, United States	W	TKO	3	
						referee: Earl Morton				
1993-03-23		Plamen Gechev		4-5-0	☐☐☐☐☐☐	Sportpaleis Ahoy', Rotterdam, Netherlands	W	TKO	1	
1992-11-17	127	King Solomon	129	5-1-3	☐☐☐☐☐☐	Blue Horizon, Philadelphia, Pennsylvania, United States	L	SD	6	6
1992-05-15	128	Joe Lafontant	124½	2-2-1	☐☐☐☐☐☐	Trump Taj Mahal, Atlantic City, New Jersey, United States	W	UD	6	6
1992-04-22	128	Antonio Gonzalez	129	1-5-0	☐☐☐☐☐☐	Meadowlands Arena, East Rutherford, New Jersey, United States	W	TKO	1	4
						time: 1:35				
1991-10-22	127	Francisco Aguiano	124			Blue Horizon, Philadelphia, Pennsylvania, United States	W	TKO	1	
1991-08-02	126½	Richard De Jesus	126½	1-0-0	☐	Quality Inn Hotel, Newark, New Jersey, United States	W	TKO	1	4
						time: 0:28 I referee: Earl Morton I judge: John Riley I judge: Joseph Pasquale I judge: Tom Kaczmarek				
1991-07-09	127	Luis Melendez	128	1-1-0	☐☐	Blue Horizon, Philadelphia, Pennsylvania, United States	W	KO	1	4
						time: 0:19 I referee: Rudy Battle Fastest ko in Blue Horizon history, 19sec.				
1991-06-10	127	Jose Gonzales	126	0-1-0	☐	Meadowlands Convention Center, Secaucus, New Jersey, United States	W	TKO	3	4
						time: 1:27 I judge: John Riley I judge: Vincent Rainone I judge: Frank Brunette Pro debut for Gatti				

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From: xmandinhax@aim.com
To: rosesokansas@hotmail.com
Date: Tue, Nov 18, 2008 9:45 pm

Em primeiro lugar quero dixar bem claro que vc nunca fez NADA por mim. Se te devia algo ja te paguei colocando dentes na sua boca amarga.
O drogado aqui de casa esta mandando dizer que como ele e drogado nao espere ele levar mais o bebe pra te ver.
Da proxima vez que abrir a boca pra falar das coisas que eu pago pro meu pai nao esquece de falar sobre os seus dentes e os moveis que vc ainda deve o Arturo. Ja que vc tem tanto orgulho de ser independente, sinta se avontade de me pagar os dentes ou de me devolver o anel e o relogio que eu te dei.
Na hora de me chamar de mesquinha nao se esqueca de lembrar das contas de telefone que eu tenho pagado pra vc. Nunca morei com vc de graca!! Dou gracas a Deus de estar morando longe de vc!!!!
Voce esqueceu que ate comida vc me negava. Lembro do Gui me dizendo o quanto vc era cruel comigo.
Coloca nome nas comidas e escondia biscoitos debaixo da cama.
Nao te devo dinheiro nenhum!!!!! nao espere que eu mande dinheiro pro Jose Jeraldo!!! NAO pedi dinheiro nenhum a ele.Ou melhor, subtraia no dinheiro que vc nos deve.
Tenho pena da Flavia pq sei que a vida inteira ira ter que escutar vc jogando as coisas na cara dela... Coitada!!!
Vc faz isso pensando em investimento.
Lembre se que vc nao fez nada por mim!! Nao me deu nada e nunca foi uma "mae".
DOU O QUE QUERO PRO MEU PAI!!! ELE VAI SIM PRA CUBA E PRA EUROPA COMIGO!!!!
Ele nunca me chamou de vagabunda ou me negou comida.
Voce e uma mulher miseravel que vai morrer infeliz e sozinha.
Tome vergonha na sua cara e desapareca da minha vida e da vida do meu drogado marido!!!!
Pode ter certeza que ao ver seu numero ele nao ira atender. Disapereca da nossa vida!!!
Pare de preoucupar com nosso dinheiro!!!! Como o arturo deve investir o dinheiro ou como eu devo gastar.
Ao invez de preocupar com meu pai, preoucupe se com seu namorado que nao consegue segurar nenhum trabalho.
Engracado que na hora de te comprar coisas ou te dar dinheiro eu sirvo ne?? Tenho pena de vc!!!
Muito obrigada por me encinar a ser uma execelente mae! Aprendi muito com vc, vc e definitivamente o que eu nao quero ser no futuro. Nem comc esposa, nem com mae muito menos como pessoa.

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Amanda!!

From: xmandinhax@aim.com
To: lmendonca@mmplaw.net; AGisKOMaster@aol.com
Subject: Amanda!!
Date: Thu, Jun 5, 2008 11:52 pm

Hi Laura!!
Hope everything is well.
Arturo will stop tomorrow morning to drop some paper works that we just got from the court(regardless him and his baby mother case).
I spoke to Sandy few weeks ago regardless this case. Arturo have been paying a crazy amount of child support and alimony.
We just found out that he is paying alimony in these last letter from the court.
Laura, since Arturo and I have been married we haven't spend monthly the amount of money that he pays to his baby mother.
If I show you my bills and receipt you will see that this woman have been living a luxurious life that even me(his wife) doesn't live.
The reason that he pays this crazy amount of money is because Arturo used to make over a million dollars a year, which it doesn't happen no more since he retired.
When Arturo went to the court they checked his bank account, credit card and etc and saw that Arturo used to expend a very high amount of money. But that was when he was a professional boxer and also a bachelor.When you make almost 2 million dollars a years you don't care about your expenses and he didn't expect to retired so soon. If Arturo wasn't retired we wouldn't have a problem with the child support. Checking our life style the court will be able to see that Arturo haven't been spend one third of the amount that he spent when he was a professional boxer.
We want you to represent him like his lawyer but we are also scare about the court, lawyers and etc fees. He spent over 700.000 less than a year ago when he went to court.
Erika, his baby mother, make over 50 thousand a year with her annual salary plus another 50 thousand with Arturo's child support(total of 100.000) . She makes a very similar number that Arturo makes now.
He have been paying for her lower which doesn't make sense since she is a healthy and smart woman. She is a chemical engineer.
I also think that now that we have a baby this ridicules child support can go down. She buys $500 dress for her 2 years old daughter. I keep all the receipts of my baby stuff and I will never spend this amount of money in a piece of clothes or toy for my own son. Even though Arturo was a professional boxer we live a simple and normal life like any middle class family,
We don't drive fancy cars or live in mansion. I do check prices when I go shopping and we don't have glamorous vacations or shopping trips. I think she should do the same.
Arturo pays $5,000.00 for child support plus 85% of any extra activities, school or doctors. So what the money for the child support is for?
She just sign her daughter for a private swim class. Instead of her enjoy the swim class with her daughter or put her daughter in a normal swim school she put Sofia in a private class because she knows that Arturo must pay for it. That is ridicules because my baby would enjoy a swim class with others kids. This woman thinks she is a celebrity. The child support should include every thing.
We want her to show the court how much money she put in Sofia's save account or even if Sofia has a save's account. Arturo has the right to know where his money is going to.
Like you will see in the papers, Arturo also putted $100.000 for Sofia's college save and $250.000 for a down payment for Erika's house.
Laura I need to know what do you think about this case and if we should wait a little be longer before we go back to the court.
I went online and find out that a lot man that makes more money than Arturo do not pay this amount of money for child support. Eddie Muphy is a multi millionaire. He pays $5,000.00 for his child support with the spice girl's singer. (I have all these information printed).
All this situation is been very stressfully for both of Arturo and I.
Arturo can't see the baby with out a baby sitter. He needs a third person in order to see the baby what makes it very frustrated since he doesn't get along with her family and he doesn't feel comfortable with a stranger watching him playing with his own daughter. Again, Arturo is married, and this 3rd person could be me. Since we weren't married by the time he went to the court that was the order.
Arturo also want to sues his ex lawyer for malpractice which made him sign for all this bullshit (excuse my language) with out explain him any one of these things that later on we found out by letters. She putted Arturo $700.000 in a trust and never return it to him. When he asked for the money she say that she used it to pay all the legal fees for both of his and Erika's expenses regardless the court.

We also found out that she and Erika's lawyer were working together. That was the reason that Arturo went to a mediation and not to the real court.
All these things was agreed in the mediation. Arturo never saw the judge.
If possible we want to share the custody of his daughter. Since we live in Montreal we believe that would be great for Sofia to learn French for her second language.
Because Arturo have a crazy scheduled would be better if his daughter comes here in the summer or for 6 months of the years instead of us visiting her in NJ. We don't live in NJ.
It will great if you can bring up that even if we want to we can't live in NJ. Arturo P1 visa expired!
Arturo was never married or lived together with Erika. She got pregnant when they just met(they were together for 3 months when she got pregnant). All the alimony case does not make sense!!!

Alimony, in law, allowance for support that an individual pays to his or her former spouse, usually as part of a divorce settlement. It is based on the common law right of a wife to be supported by her husband, but in the United States, the Supreme Court in 1979 removed its limitation to husbands, to account for cases in which the wife is wealthier. Alimony is distinct from child support, which is the duty of both mother and father to contribute, based on ability to pay, to the support of minor children. Temporary alimony is allowed pending the outcome of a suit for divorce or separation, or for a decree of nullity of marriage, whether initiated by husband or wife; permanent alimony may be granted after a divorce has taken effect. In contemporary law, alimony is generally awarded only in cases where one spouse is unable to support himself or herself. Such cases are not common: recent figures show that some 90% of U.S. divorces are free of alimony requirements. Alimony ceases on the death of the individual liable; it is not payable out of his or her estate. Remarriage of the individual collecting alimony does not necessarily terminate payments, but the amount may be reduced or the court may cut them off if the recipient's new spouse can support him or her adequately. In all cases the need for and amount of alimony are questions that can be reopened at any time in a court having jurisdiction over the parties. A decree awarding alimony is a court order issued personally, and enforced by contempt of court sanctions. Today, alimony is often called maintenance. In cases of extended cohabitation, so-called palimony sometimes may be awarded.

Laura please email or call me after you read the papers.

Thanks for your time,

Amanda Gatti

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From: xmandinhax@aim.com
To: AGisKOMaster@aol.com; sales@shleppers.com
Subject: URGENT!! (Amanda Gatti)
Date: Sat, Jun 28, 2008 10:27 am

June 25, 2008
Shleppers Moving & Storage
170 East 61st. Street
New York, New York 10021
To Whom It May Concern:
I, Amanda Gatti am writing this letter to express my total disappointment and deception towards your company services and your ability to deal with a client. Like any other person when moving to a new country, I am dealing with the stress of getting everything organized and taken care of and I thought that having you company rendering work to me would be a certainty that all my furniture and personal items would be safe and cared for since I couldn't be in New Jersey to do it myself because of my pregnancy.
When I made the deal with your company, I did care about the fact that I was paying more than $14,000.00 for you to take care of my moving but I still paid because I was confident that your company would take care of my stuff. They promised me to collect the items, put them in boxes, and cover the furniture during the transportation so there wouldn't be any damages to it. They did all of theses things. Now...I wasn't counting with the fact that part of my personal items wouldn't arrive to my house and the reason of why that happened I still don't know. In between the stuff were 2 umbrellas from Gucci and one from Juicy Couture, 2 I-pods and 2 stereos that go with same, 2 Luis Vuitton luggages that were part of my collection and my digital photo portrait. Those are items that were NEVER found. Some crystal glasses of wine arrived broken, because whoever covered them didn't do it with enough care. My Versace table came with one of the legs missing and I tried to look for a way to fix it but they don't Sale the leg separately and it is not possible to get another one done that look just alike it and with the same well worked details of this one. The table did cost me over $30,000.00 just because you can't find the same table at anywhere anymore. I cant' use 4 pairs of my shoes since they came in a box full of objects of easy cuts that ended up cutting the shoes. Those shoes were Jimmi and Manolo's, being at least 400.00 for each. Some of my husband's pictures, Arturo Gatti, never arrived in my house as well. Unfortunately I don't have copy of those pictures and they were very special and unique. I know that you can think and judge these items as ordinary but some of than were more than valuable in price, but were valuable in memories and meant a lot to me and regardless of what their value were they belonged to me.
When I spoke with the manager regarding the service, she told me that they would put my entire furniture in the rooms where they belonged to and take back the covers that came covering the furniture. Once the furniture arrived at my house they did the complete opposite by leaving everything in the middle of the house and leaving behind the covers.
I never used your services before and based on everything that happened to me I wouldn't recommend it to anyone. Because of your company I went through a financial and emotional damage and stress and I am sure that I don't deserve to go through all this after the price that I paid to get the service done. I just waited this long (1 month) to send this e-mail because I wanted to be sure of the items that were missing. Now that I am sure that all these items are missing I would like to find out how does the manager or president of this company plans to resolve my problem. The same day when they made the delivery I called the customer service to speak with someone about it and nobody never called me back. I guess nobody cared since I already paid for the service, isn't that the way it works? The receptionist even had the audacity to tell me that she couldn't do anything because I didn't pay insurance. I am extremely impressed with the costumer service provided by your company. It is true that I didn't add insurance, but the reason why I didn't add it is because I never had this problem with the previous company I used and the reason why I didn't use the previous one is because they don't do international moving. Insurance is made for damaged items only and not for missing items. I knew that there could be a chance that my glasses would be broken but I never thought that any of my stuff would ever miss. My husband and I had to put the furniture where they belonged and that is not fair because I had to do a service that I paid for your company to do it.
I am seven months pregnant and this stress and deception for me was totaling unexpected and not necessary. It could have easily been avoided if your company would appreciate me more as a client. It's been a month since I called and nobody returned my calls and that is what really aggravates me, the fact that once you get paid nothing else matters. Talking to my Attorney I found out that I can for sure file a complaint and if not heard, even sue the company because like any other client I have my rights.
Please be kind enough to contact me so we can work this out in an easy way. I can be reached at 514-531-7280 or at my e-mail xmandinhax@aim.com. I hope to hear from you as soon as possible regarding this matter.
Very truly yours,