

ATTORNEY CONFIDENTIAL  
WITNESS'S CORRECTION SHEET

Each correction contained herein is in substitution for the prior testimony unless specifically referenced as an addition or partial correction.

These corrections are made to my deposition testimony from May 30, 2002, December 10, 2002 and December 11, 2002. My deposition has not yet been completed.

- Page 20 line 3 Yes, Stanfull Industrial Limited.
- Page 20 line 6 Yes.
- Page 20 lines 9-11 [ADD] I also own a company called Stanfull Industrial Limited.
- Page 20 line 19 Other than SSAI, Stanfull and the real estate company, no.
- Page 29 line 17 No.
- Page 32 line 3 A few others, including Chaos Comics Book Co.
- Page 44 line 1 There were one or two prototypes made.
- Page 46 line 8 Except for the monster blaster, no.
- Page 46 lines 16-19 No, I never paid Mr. Bell directly for any of the development products, ie monster blaster or the virtual reality camp. I paid for all the costs associated with the creation of the prototype of the monster blaster, costs, but I never paid anything for any other project.
- Page 46 line 21 No, I never paid Mr. Bell for a monster blaster prototype. The only time I paid Mr. Bell directly was after I started to work for the WWE.
- Page 46 line 25 No. Mr. Bell presented me with invoices for payments he requested I make to him while I was working for the WWE and subsequently gave me other invoices that purport to reflect projects.
- Page 47 lines 7-8 I never paid Mr. Bell directly for any work on the monster blaster and I have no records on that work.
- Page 47 line 13 Mr. Bell never invoiced me for the monster blaster.
- Page 47 line 16 No, the invoices that Mr. Bell sent SSAI usually said consulting services or would provide a list of account names or WWE licensees.
- Page 48 line 14 The only deal we reached an agreement on was monster blaster. If we reached a similar position on other projects I would expect the same arrangement.
- Page 48 lines 22-24 A year ago, Mr. Bell was still invoicing me for consulting services.
- Page 50 line 1 Around \$800,000.
- Page 50 lines 20-23 By paying Mr. Bell I was helping to assure that I would continue to get the benefits I was entitled to under my contractual agreement with WWE and I could maintain my position at the WWE and my earned revenue stream.

  
STANLEY SHENKER

Subscribed and sworn to before me  
This 3rd day of March, 2003  
Patricia R. Faubel  
Notary Public

My Commission Expires on:

Patricia R. Faubel  
Notary Public  
My Commission Expires 9/30/06

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- Page 51 line 20 If Bell wanted me gone he could convince Vince and Linda McMahon to fire me.
- Page 52 line 22 Yes, I suppose it was a total financial loss or an expense.
- Page 53 lines 16-17 Yes.
- Page 53 lines 22-25 and Page 54 No.
- lines 1-6 Yes, I did some more work with him after he left WWE, but I stopped paying him as I did while I was at the WWE.
- Page 54 line 9 I never paid Mr. Bell as a direct investment on product ideas. I was aware that he was receiving the payments he requested and that he had enough funds to help him develop his ideas. The last time I paid Mr. Bell on his requests for payments was in January 2002.
- Page 54 line 13 Yes, I paid Mr. Bell money in 2001.
- Page 54 line 16 Yes, I did.
- Page 54 line 19 Yes.
- Page 55 line 9 [ADD] I got a small payment from a cartoon license sold to SOMA Industries, a toy company.
- Page 57 line 18-20 It was not only Drew, there were other licensees.
- Page 75 line 20 it, I would not do it.
- Page 80 line 11 No.
- Page 80 lines 15-16 No, I never disclosed that Jim Mr. Bell requested and received a certain percentage of the commissions I earned from WWE.
- Page 84 line 23 No.
- Page 85 line 20 I know Jim spoke to Mr. Goetz all the time, but I cannot say what they discussed.
- Page 87 line 24 Jim told me he talked to Mr. Goetz all the time, but I cannot say what they discussed.
- Page 102 line 25 and page 103 lines 1-2 I turned over the documents that I had located concerning Trinity to my attorneys.
- Page 105 line 4 Yes, Jim Bell was involved in the consulting relationship with Trinity.

  
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Page 105 line 7 Jim Bell was involved in the consulting relationship with Trinity.

Page 105 lines 24-25 In the spring of 1998, Jim Bell and Bob Goetz and Eve Covell, a Sales Manager at Trinity, held a meeting at Mr. Bell's office at WWE in Stamford. I was not in that meeting. Ms. Covell left the meeting and Mr. Bell and Mr. Goetz met alone. Mr. Bell came out of the meeting with Mr. Goetz and told me that Mr. Goetz wanted to expand his licenses, that Mr. Goetz would pay 2% of all additional business to me as consulting fees and that I would split that fee with Mr. Bell. I then met alone with Mr. Goetz in Mr. Bell's office at WWE. Mr. Goetz told me he wanted to increase his business with Wal-Mart and would pay me 2% to get it. Mr. Goetz and I discussed other potential non-WWE license opportunities for Trinity. After that Mr. Goetz met again with Mr. Bell. I subsequently visited Mr. Goetz in California and I believe I made telephone calls on Trinity's behalf to the National Basketball Association, the World Wildlife Fund and the National Wildlife Conservatory. Despite assurances from Mr. Goetz that he would provide me with a written consulting agreement for SSAI or me, he never did so and Mr. Goetz never explained to me how he would calculate what SSAI or I was owed. Mr. Goetz made a total of two or three payments to me or SSAI. SSAI and I paid half the total amount received from Trinity to Mr. Bell.

Page 106 lines 12-25 [ADD] I also direct you to my answer from page 105 lines 24-25.

Page 107 line 4 My answers on page 105 lines 24-25 and page 106 lines 12-25 are all I remember at this time.

Page 107 lines 19-21 [ADD] Mr. Goetz never fully explained or documented how I would be compensated. The 2% I received from Trinity was presumably 2% on all increased business Trinity had on account of my advice, including increased WWE business at Wal-Mart. Trinity was an existing WWE licensee when I met with Mr. Goetz. The deal he asked for with regard to the WWE was an exclusive with Wal-Mart. The deal we struck was that I got 2% on all increased business I assisted Trinity in obtaining. In

  
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- accordance with his request, I gave Mr. Bell half of the amount Trinity paid me.
- Page 107 lines 24-25 I direct you to my answers at pages 105 lines 24-25, page 106 12-25 and page 107 19-21.
- Page 109 line 9 Other than Jim Bell, no.
- Page 109 line 20 I started to receive a commission from WWE for Trinity around the Fall of 1998 after Mr. Goetz had asked me to help Trinity secure additional business.
- Page 109 lines 23-24 My records show I received monies from Trinity in 1998 and again in April 1999. I believe I started to receive commissions from WWE for Trinity in or around the end of 1998 or beginning of 1999.
- Page 110 lines 20-21 My role is to open up doors for any of the companies I work with. In the case of Wal-Mart, I would inform a company who it should approach to sell to at Wal-Mart and all other mid to lower-tier retailers. Also, I would be a reference for a company for any other licenses it tried to obtain.
- Page 112 lines 2-3 The documents I located concerning payments from Trinity to me, I turned over to my attorneys.
- Page 112 lines 10-11 The documents I located concerning payments from Trinity to me, I turned over to my attorneys. However, I did not turn over all the documents concerning the payments I made to Mr. Bell. After I commenced my lawsuit, my attorney told me that I had to produce all documents relating to the case. I told Mr. Bell that I was producing documents and that I was going to have to produce the invoices he sent me. Mr. Bell told me that I could not produce those invoices. He came to my offices with new invoices and told me to replace the original invoices, which had a list of WWE Licensees, with the new invoices, which had no list of WWE Licensees. I produced the new invoices but did not produce some of the old invoices until recently.
- Page 112 lines 14-15 I direct you to my answers at page 112 lines 2-3 and 10-11.
- Page 112 lines 19-20 I direct you to my answers at page 112 lines 2-3 and 10-11.
- Page 113 line 7 Yes, I forgot.

  
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- Page 113 line 12 Jim knew all about the Trinity deal because it was arranged between him and Mr. Goetz and he asked that I make the deal.
- Page 113 line 14 I direct you to my answer at page 113 line 12.
- Page 113 line 17 Yes, I paid Mr. Bell half of all the payments that Trinity made to me or SSAI.
- Page 113 lines 21-22 No, I paid Mr. Bell half.
- Page 114 lines 20-21 It was supposed to be a percentage of Trinity's increased business that I assisted Trinity in obtaining.
- Page 150 line 8 I do not know if Trinity entered into a contract or arrangement with the World Wildlife Fund.
- Page 117 lines 7-8 I did ask Mr. Goetz what the payments from Trinity were for, but he never provided me with any back-up. Eventually I stopped doing any work with him.
- Page 125 lines 3-4 I do not remember if I got a 1099 from Mr. Goetz, I turned over my tax records to my accountant and my attorneys.
- Page 128 line 14 I do not specifically know what business increased for Trinity because Mr. Goetz never provided me with any back-up for the payments.
- Page 143 line 1 Yes, at Mr. Bell's request, I did not want to disclose the specifics with the Trinity deal and in particular his involvement.
- Page 143 line 8 I did not recall all of the specifics of the Trinity deal. However, I did recall in general as set forth in my answer at page 105 lines 24-25.
- Page 147 line 6 I do not know if Trinity obtained an NBA license.
- Page 149 line 1 I do not know if Trinity obtained a World Wildlife Fund license.
- Page 161 line 1 I never officially had a separate Bell file.
- Page 161 lines 14-18 After I commenced my lawsuit, my attorney told me that I had to produce all documents relating to the case. I told Mr. Bell that I was producing documents and that I was going to produce the invoices he sent me. Mr. Bell told me that I could not produce the invoices. He came to my offices with new invoices and told me to replace the original invoices, which had WWE Licensees listed, with the new invoices. We went through my files and attempted to make that substitution.

  
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- Page 162 line 15-16 I do not recall ever throwing out any documents. I do recall that when Bell came over to ask me to replace invoices, we tried to segregate out the original invoices. I believe I gave Bell all of the original invoices that we segregated. I do not recall whether he kept the original invoices or threw them out.
- Page 163 line 14 I direct you to my answer at page 161 lines 14-18 and 15-16.
- Page 173 line 15 [ADD] There is also a checking account and savings account in Hong Kong for my company Stanfull Industrial Limited.
- Page 174 line 17 Yes.
- Page 174 lines 20-22 Yes, Mr. Bell arranged for me to pay him 50% on the Trinity deal in his negotiation with Mr. Goetz.
- Page 175 lines 1-2 Mr. Bell and Mr. Goetz made the deal for Trinity and Mr. Bell wanted 50% of the payments I received from Trinity.
- Page 175 line 6 I direct you to my answer at page 175 lines 1-2.
- Page 175 line 20 Yes, it was payment to Mr. Bell pursuant to his arrangement for 50% of the Trinity payments.
- Page 175 line 22 I believe so.
- Page 177 lines 6-8 I made the payment per Mr. Bell's agreement with Mr. Goetz. I direct you to my answer at page 175 lines 1-2.
- Page 177 line 12 No it is not a only coincidence.
- Page 177 line 13 No it is not a only coincidence.
- Page 177 lines 17-18 Yes.
- Page 177 line 22 I don't know specifically, but I know it is a payment that Mr. Bell requested and would either be 50% of an amount that Trinity had paid SSAI or 50% of my WWE commissions I earned on a certain group of WWE licensees.
- Page 178 line 6 I direct you to my answer at page 177 line 22.
- Page 178 line 17 I have either produced the documents in my possession or the documents were taken when Mr. Bell and I replaced the original Mr. Bell invoices with the new invoices that Mr. Bell prepared.
- Page 179 line 1 I direct you to my answer at page 177 line 22.
- Page 179 lines 8-9 I direct you to my answer at page 177 line 22.

  
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Page 179 lines 13-15 I never advanced Mr. Bell money specifically for any projects. I only paid him at his request pursuant to his agreement with Mr. Goetz and his request for a half of certain of my earnings.

Page 180 lines 15-16 Other than the day that Mr. Bell came out of his office and told me to do the deal with Trinity, I do not recall him telling me when I was going to be responsible for administering the Trinity WWE license. I know I became responsible for helping to service that license in approximately 1998.

Page 186 lines 5-7 [ADD] Copies of the original invoices from Mr. Bell were in my files. Mr. Bell asked me to replace the original invoices with new invoices that he had prepared. We went through my files and took out the original invoices and replaced them with the new invoices. Some of the original invoices were in my records from Sandy Suchoff and were produced in August 2002.

Page 186 line 20 All the Mr. Bell invoices existed at one point in time, but in or around the summer of 2001 Mr. Bell and I exchanged the original invoices with new invoices he had created. I kept some of the originals but Mr. Bell also took some.

Page 188 line 9 I direct you to my answer at page 105 lines 24-25.

Page 191 line 7 I direct you to my answer at page 105 lines 24-25.

Page 191 lines 11-12 I direct you to my answer at page 105 lines 24-25.

Page 191 line 14 I direct you to my answer at page 105 lines 24-25.

Page 192 line 4 I direct you to my answer at page 105 lines 24-25.

Page 192 line 21 I direct you to my answer at page 105 lines 24-25.

Page 192 line 24 I direct you to my answer at page 105 lines 24-25.

Page 193 line 3 I direct you to my answer at page 105 lines 24-25.

Page 193 line 23 I direct you to my answer at page 105 lines 24-25.

Page 194 line 2 I direct you to my answer at page 105 lines 24-25.

Page 194 line 4 I direct you to my answer at page 105 lines 24-25.

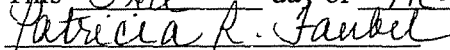
Page 194 line 22 I did not because I could not.

Page 196 line 6 I direct you to my answer at page 105 lines 24-25.

Page 200 line 18 Other than Mr. Bell, no one else at WWE directed me to do the deal with Trinity.

  
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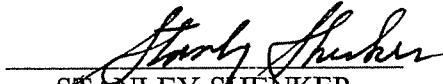
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- Page 200 line 20 No, Mr. Bell told me to enter into the deal with Trinity.
- Page 226 line 22 No, Mr. Bell requested that I split the payments I received from Trinity and the commissions I earned from certain WWE licensees. In addition to the arrangement I described in my answer at page 105 lines 24-25, Mr. Bell also requested that I pay him 50% of my commissions I earned on a certain group of WWE licensees. Also, Mr. Bell requested that I pay him 50% of the money I earned in a deal I brokered between Playmates, a WWE licensee, and Jakks, a WWE licensee. Mr. Bell also requested that I pay him 50% of the commissions I earned for the deal I negotiated for WWE with Jakks/THQ and also asked for compensation based on warrants I received. Jim was my superior at WWE and I felt a business necessity to pay him what he requested.
- Page 227 lines 1-5 And the monies I paid him were at his request.
- Page 253 line 17 No one specifically.
- Page 256 line 16 I did not take a kickback from any licensees. I received payments from Trinity for assisting it in obtaining increased business in an arrangement made by Mr. Bell and Mr. Goetz. Also, I paid Mr. Bell from commissions I earned not from any money owed to WWE.
- Page 418 line 11 I do not specifically recall what the \$20,000 payment to Mr. Bell was for but I think it was for either 1) a deal I brokered with WWE's knowledge, whereby a failing WWE licensee, Playmates, sold its inventory and tooling and molds to another WWE licensee, Jakks; or 2) pursuant to Mr. Bell's requirement that I pay him half of all the commissions I earned on a certain group of WWE licensees.
- Page 418 line 18 No, the only payments I made to Mr. Bell were at Mr. Bell's request on money I earned from the WWE or for certain deals that I brokered to benefit WWE, like the Playmates and Jakks/THQ deals, or for the deal that Mr. Bell arranged with Trinity.
- Page 418 lines 22-24 No.
- Page 419 lines 3-5 There are only two development projects I recall doing with Mr. Bell while Mr. Bell was working at WWE the Monster Blaster and the virtual reality camp. However, I never paid Mr. Bell for these projects. I only

  
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- paid Mr. Bell as he requested: 50% of all monies I received from Trinity and 50% of my WWE commissions from certain WWE licensees. I also paid Mr. Bell 50% on the Jakks/Playmates and Jakks/THQ deals.
- Page 419 lines 13-15 I direct you to my answer at page 419 lines 3-5.
- Page 419 lines 21-23 I direct you to my answers at page 226 line 22 and page 419 lines 3-5.
- Page 420 lines 4-6 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 420 line 9 No.
- Page 420 line 12 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 420 line 16 No.
- Page 425 line 2 When I receive a bank statement the only thing I look for is to see if I was charged a bank fee for something that month, and I add that to my check register. Other than that, I do not review my bank statements.
- Page 427 lines 12-13 Although I have no specific recall as to what this particular payment was for, I would direct you to my previous answers concerning payments I made to Mr. Bell: answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 430 line 16 I direct you to my answer at page 425 line 2.
- Page 432 line 10 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 432 lines 13-14 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 432 lines 18-20 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 432 line 23 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 433 line 4 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 433 lines 8-9 Yes, I believe I had invoices for all the payments to Bell.
- Page 433 lines 13-15 I would receive an invoice from Mr. Bell.
- Page 433 lines 19-20 I direct you to my answer at page 433 lines 13-15.

  
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- Page 433 lines 24-25 I direct you to my answer at page 433 lines 13-15.
- Page 434 line 6 I would pay the invoice and then put the invoice in my monthly records that went to my accountant.
- Page 434 lines 8-9 I direct you to my answer at page 112 lines 10-11.
- Page 434 line 13 Yes. I direct you to my answer at page 112 lines 10-11.
- Page 434 line 17 There were no vendors all of the invoices came from Bell Consulting. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 434 line 22 I direct you to my answer at page 434 line 17.
- Page 435 line 3 No because there were no such bills.
- Page 435 line 6 No.
- Page 435 lines 10-12 No.
- Page 440 line 3 Although I do not specifically recall what this payment to Mr. Bell was for, I would direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 440 line 8 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 440 line 12 Yes, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 442 lines 17-18 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 442 line 22 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 443 lines 2-3 and lines 5-6 I may have paid Mr. Bell in connection with NHRA or some of my other licenses but most of the payments were related to WWE, and I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 443 lines 11-15 I assume so, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5 and page 443 lines 2-3 and 5-6.
- Page 443 line 19 Yes, I direct you to my answer at page 443 lines 2-3 and 5-6.
- Page 443 line 22 I direct you to my answer at page 443 lines 2-3 and 5-6.

  
STANLEY SHENKER

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Page 449 lines 24-25 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 450 lines 5-7 No, I did not call Mr. Bell to ask him about the payments. I already knew that the payment was based on the Trinity deal. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 450 line 19 I direct you to my answer at page 450 lines 5-7.

Page 451 line 12 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 455 lines 18-19 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 455 line 25 and Page 456 line 2 To a certain extent. I have produced documents that Mr. Bell created showing the amount I paid him of my commissions for a particular set of WWE licensees that he listed on the invoices. Mr. Bell's invoices said that these payments were for consulting services. The payments were simply at Mr. Bell's request on certain deals I did at WWE or in connection with Trinity. I had at one time all of these invoices showing the payments. Mr. Bell took back some of these documents. Also I would direct you to my answer at page 112 lines 10-11.

Page 456 lines 10-11 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 456 line 14 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 456 line 21 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 474 lines 21-22 Yes.

Page 517 line 21 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 517 line 23 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 518 line 4 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

  
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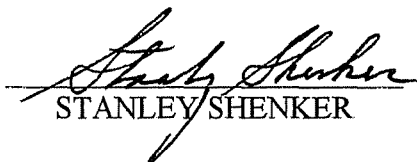
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- Page 518 line 12 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 518 line 15 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 518 line 21 Yes.
- Page 522 line 19 Yes.
- Page 523 lines 4-8 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 523 line 15 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 523 line 19 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 526 line 21 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 526 line 24 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 527 line 2 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 527 line 6 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 527 line 15 No because the payments were not for developmental projects. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 530 line 11 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 530 line 17 No that is incorrect because the payments were not for developmental projects. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 530 lines 22-23 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5. The only expense I paid was on monster blaster but that was not involved with these checks or invoices.

  
STANLEY SHENKER

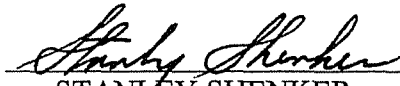
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Patricia R. Faubel  
Notary Public  
My Commission Expires on:

ATTORNEY CONFIDENTIAL  
WITNESS'S CORRECTION SHEET

Each correction contained herein is in substitution for the prior testimony unless specifically referenced as an addition or partial correction.

These corrections are made to my deposition testimony from May 30, 2002, December 10, 2002 and December 11, 2002. My deposition has not yet been completed.

- Page 531 line 2 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 531 lines 11-15 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 531 line 22 No, the payments were solely at Mr. Bell's request. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 532 lines 4-6 Mr. Bell and I had worked together prior to either of us joining WWE. I recall have discussions with Mr. Bell in 1994 or 1995 with Mr. Bell regarding monster blaster and some other developmental ideas, and Mr. Bell may have made mention of new projects when asking me for payment, but I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 532 lines 9-10 [ADD] and I direct you to my answer at page 532 lines 4-6.
- Page 532 lines 13-14 No, but I believe Mr. Bell produced a document referencing work on projects in that timeframe.
- Page 535 line 12 No.
- Page 535 line 15 No.
- Page 535 line 19 Not that I remember.
- Page 535 lines 22-25 No, I was responsible for manufacturing or making anything and I do not recall any manufacturing other than the monster blaster prototypes.
- Page 536 lines 13-14 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 538 line 12 The invoice from Mr. Bell said it was for consulting. Mr. Bell would usually list the amount I owed him and provide a list of WWE licensees on which he calculated his request for a share. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 538 line 17 [ADD] But no, I do not recall back-up for any invoice from Mr. Bell.
- Page 539 lines 13-14 No, there were no expenses.
- Page 539 line 22 There was never any "work or expenses" that I was being invoiced for.
- Page 542 lines 12-15 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

  
STANLEY SHENKER

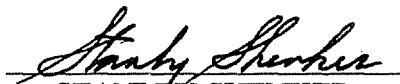
Subscribed and sworn to before me  
This 3rd day of March, 2003  
Patricia R. Faubel  
Notary Public  
My Commission Expires on:

**ATTORNEY CONFIDENTIAL  
WITNESS'S CORRECTION SHEET**

**Each correction contained herein is in substitution for the prior testimony unless specifically referenced as an addition or partial correction.**

**These corrections are made to my deposition testimony from May 30, 2002, December 10, 2002 and December 11, 2002. My deposition has not yet been completed.**

- Page 543 line 17 I do not know what the payment was for specifically, but I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 543 line 21 No.
- Page 543 line 24 Probably.
- Page 546 line 17 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 546 line 20 No.
- Page 548 line 3-4 No.
- Page 548 lines 9-10 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 548 lines 14-15 No.
- Page 548 lines 20-22 No.
- Page 549 lines 4-6 No.
- Page 551 line 21 No, but I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 552 line 2 No, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 552 line 6 No, the only developmental projects I did with Mr. Bell were monster blaster and the virtual reality camp neither of which I ever paid him for.
- Page 552 lines 18-19 Yes.
- Page 560 line 4 Not specifically but I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 560 line 10 No.
- Page 560 line 14 Yes, as noted in my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5 it would not be for a development project.
- Page 564 lines 5-6 Not specifically but I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 565 lines 10-11 Mr. Bell's invoice said it was for consulting, but I direct you to my answer at page 226 line 22.
- Page 565 line 15 No.

  
STANLEY SHENKER

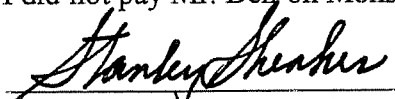
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Notary Public  
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- Page 567 line 8 Yes.
- Page 567 lines 13-14 Bell and I characterized all of the payments to him as consulting fees.
- Page 568 line 2 Bell and I characterized all of the payments to him as consulting fees.
- Page 569 lines 4-5 Yes, I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 569 line 17 There were no expenses.
- Page 569 line 22 No.
- Page 570 line 4 No.
- Page 570 line 3 Not specifically, but I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 570 line 13 No.
- Page 572 line 19 It would not have been for a developmental project.
- Page 573 lines 9-10 I made payments to Mr. Bell but never for product development.
- Page 573 line 18 I made payments to Mr. Bell but never for product development.
- Page 573 line 24 I made payments to Mr. Bell but never for product development.
- Page 574 line 6 I made payments to Mr. Bell but never for product development.
- Page 588 lines 19-23 [ADD] But I did not pay Mr. Bell for these projects.
- Page 589 line 22 I never paid Mr. Bell for product development.
- Page 593 lines 24-25 [ADD] but I had a prototype of the monster blaster made that I would show potential buyers.
- Page 594 lines 22-23 I had a prototype of the monster blaster at some point.
- Page 598 lines 13-14 I don't remember exactly. There were so many development projects from WWE licensees or potential licensees that Mr. Bell and I would present to Linda. However, the only developmental projects I recall that I had with Mr. Bell that was shown to Linda was the monster blaster.
- Page 600 lines 2-7 [ADD] I believe if I had anything to show Hasbro on Monster Blaster it would have been the prototype I paid for.
- Page 602 lines 24-25 I assume I had incurred the expense for the prototype by that time.
- Page 605 line 9 [ADD] No, this is one of the replacement invoices Bell gave me. But again, I did not pay Mr. Bell on Monster Blaster.
- Page 605 line 12 [ADD] No, this is one of the replacement invoices Bell gave me. But again, I did not pay Mr. Bell on Monster Blaster.

  
STANLEY SHENKER

Subscribed and sworn to before me  
This 3rd day of March, 2003  
Patricia R. Faubel  
Notary Public  
My Commission Expires on:

Patricia R. Faubel  
Notary Public  
My Commission Expires 9/30/06

ATTORNEY CONFIDENTIAL  
WITNESS'S CORRECTION SHEET

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- Page 605 line 15 I guess this is the format of Mr. Bell used for his substitute invoices to me.
- Page 605 line 25 That was incorrect. It was not for development projects.
- Page 606 line 14 If you mean Monster Blaster, no, we worked on the monster blaster.
- Page 606 line 17 I think so.
- Page 606 line 21 No.
- Page 608 line 18 No, I do not think so.
- Page 609 lines 15-16 Probably.
- Page 609 lines 20-21 I assume that the original invoice had the number S004 and I paid that.
- Page 609 lines 24-25 Yes I assume there was a replacement invoice Bell gave to me.
- Page 610 lines 13-16 Yes.
- Page 610 lines 20-24 Mr. Bell created two sets of the same invoices so yes.
- Page 611 lines 4-5 Possibly.
- Page 611 lines 12-15 I direct you to my answer at page 112 lines 10-11. I think Mr. Bell used "S" numbers on the original invoices and a different system on the substitute invoices.
- Page 611 line 22 Yes.
- Page 611 line 25 Yes.
- Page 612 lines 10-11 I direct you to my answers at page 112 lines 10-11 and page 611 lines 12-15.
- Page 612 line 15 Probably.
- Page 612 line 19 All of the invoices from Mr. Bell were for things other than developmental projects.
- Page 612 lines 24-25 Mr. Bell invoiced me pursuant to the money he requested I pay him and I think for consulting projects we had together.
- Page 614 line 2 No.
- Page 614 line 8 Bell provided no back up to either the original or replacement invoices.
- Page 614 line 11 No.
- Page 614 line 14 No.
- Page 614 lines 22-24 I would.
- Page 617 line 25 I decided on the designer for monster blaster.
- Page 618 line 4 He got the drawings from an outside person. I do not recall the person's name.

  
STANLEY SHENKER

Subscribed and sworn to before me  
This 3rd day of March, 2003  
Patricia R. Faubel  
Notary Public  
My Commission Expires on:



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- Page 619 lines 23-25 I think then I had a prototype.
- Page 620 line 5 No. I never paid Mr. Bell for monster blaster.
- Page 620 line 21 I never paid Mr. Bell for monster blaster.
- Page 620 line 25 I never paid Mr. Bell for monster blaster so there was no such entry in my check register or check records
- Page 621 lines 4-5 No, I never made any payments.
- Page 621 line 11 I never paid Mr. Bell for monster blaster.
- Page 621 lines 15-16 I never paid Mr. Bell for monster blaster.
- Page 621 lines 21-25  
and Page 622 lines 2-7 I never paid Mr. Bell for monster blaster and my expenses for the prototype were probably in 1995 to 1997 timeframe.
- Page 622 lines 13-14 I paid for the prototype to be made.
- Page 623 line 25  
and Page 624 lines  
2-3 No.
- Page 624 line 9 Yes.
- Page 624 lines 14-16 No.
- Page 625 lines 19-21 No.
- Page 625 line 25  
and Page 626  
line 2-3 Yes.
- Page 626 lines 11-12 No this was a replacement invoice that Mr. Bell gave me. I paid the original invoice.
- Page 626 lines 23 I was tracking the original invoices to the new invoices Mr. Bell provided. I also direct you to my answer at page 615 line 14.
- Page 627 line 3 That was the original invoice number.
- Page 627 line 9 Yes.
- Page 627 line 14 I do no remember but probably.
- Page 627 lines 19-22 Yes.
- Page 628 line 3 I think in the summer of 2001.
- Page 628 lines 5-8 He gave me the invoice prior to my producing documents to my attorneys.
- Page 628 lines 12-15 That is when I received the original invoice not this replacement invoice.

  
STANLEY SHENKER

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Page 628 line 19 Mr. Bell and I replaced my original invoices that were located in my monthly files with these new invoices. So these new invoices were inserted directly into my files.

Page 628 line 22 I kept copies of some of the original invoices.

Page 629 lines 11-14 No, I replaced the original invoices and with the new invoices Mr. Bell provided to me in 2001.

Page 629 lines 18-21 Yes.

Page 629 lines 25  
and Page 630  
lines 2-3 Yes.

Page 630 line 6 In the summer of 2001, I brought about five cartons of documents from my office to my attorney. These documents were about my relationship with WWE and pertained to contracts and payments regarding licensees. In 2002, I was asked to produce additional items related to financial information and Trinity. I provided some of these documents to my attorney and also directed them to my accountant, Sandy Suchoff. After Sandy Suchoff was deposed, I was asked for additional check registers and other financial records from both of SSAI and me personally. I produced these documents to my attorneys before my deposition in May 2002. After my first day of deposition, I believe additional documents were requested and I supplemented with further records including some requested records about Mr. Bell. Attorney McLaughlin also gathered additional records that I had received from Ms. Suchoff from tax work she was doing and these records were produced. Also, at that time, attorney McLaughlin came to SSAI's offices and gathered additional documents related to WWE licensed products, which had been previously identified to WWE but not requested for production. In January 2003 I located and produced additional Bell documents relating to his original invoices and requests for payments from me and produced them to my counsel. At or about the same time, I produced the recently requested Stanfull documents.

  
STANLEY SHENKER

Subscribed and sworn to before me  
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- Page 630 line 14 Yes, this was the original invoice, and I was tracking it in my account records.
- Page 631 line 19 I think I had one or two prototypes made.
- Page 632 line 4 It was less than 15 and probably only one or two.
- Page 633 line 6 I had the monster blaster prototype made, but I do not recall the name of company that built it.
- Page 633 lines 10-11 Yes.
- Page 633 lines 14-15 I had experience with a variety of manufacturing and had more experience in that area than Mr. Bell.
- Page 633 line 18 No, I had the monster blaster prototypes made.
- Page 644 line 8 The invoice for \$30,505.75 was not for the camp project and I never discussed that payment to Bell for the camp project because I never made any such payment for the camp project.
- Page 646 line 10 Yes, this was a substitute invoice I did not pay. I direct you to my answer at page 112 lines 10-11.
- Page 646 line 15-18 Yes, he gave me invoices.
- Page 646 line 25 and Page 647 line 2-3 Yes.
- Page 647 line 11 Yes, probably.
- Page 647 line 18 No, I direct you to my answer at page 112 lines 10-11.
- Page 648 line 3 From Mr. Bell's original invoice.
- Page 648 line 8 Probably yes.
- Page 648 lines 15-16 Yes.
- Page 651 lines 5-8 No.
- Page 651 line 12 I'm not certain when I received this documents, but Mr. Bell gave me the new invoices around the summer of 2001 right before I initially produced documents to my attorney.
- Page 651 lines 15-16 No, he did give me documents around the summer 2001.
- Page 652 line 4 It was the number on the original invoice I was paying.
- Page 653 lines 2-4 I put the S number in my check register because that was the original invoice number I was paying. This invoice must have been one of the

  
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one's that Mr. Bell gave me prior to my producing documents to my attorney in 2001 to replace the original invoices.

Page 653 lines 10-12 Probably yes.

Page 653 lines 15-16 No.

Page 654 lines 2-3 This was probably one of the invoices that Mr. Bell gave me to replace the original invoices. So, I would have to say that this check was not to pay this particular invoice.

Page 654 lines 10-11 No.

Page 654 lines 18-19 Yes. I paid Mr. Bell at Mr. Bell's request.

Page 654 lines 23-24 No.

Page 655 line 21 No.

Page 655 lines 24-25 No, I do not know anything about SiDiKi.

Page 656 line 10 I do not know.

Page 656 line 14 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 656 line 18 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 656 lines 15-17 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 657 lines 23-25 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

Page 658 line 6 No, this check was not used to pay this invoice. I direct you to my answer at page 112 lines 10-11

Page 658 line 21 Yes, I wanted to track the original invoices.

Page 658 line 25

and Page 659 line 2 Could have, yes.

Page 659 lines 6-8 No. I direct you to my answer at page 112 lines 10-11.

Page 659 line 14 No. I direct you to my answer at page 112 lines 10-11.

Page 659 line 18 He did not give it to me in 2002, he gave me new invoices sometime in the summer of 2001. I direct you to my answer at page 112 lines 10-11.

Page 659 line 21 No, he did not give it to me in 2002. I direct you to my answer at page 112 lines 10-11.

  
STANLEY SHENKER

Subscribed and sworn to before me  
This 3rd day of March, 2003

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- Page 659 lines 24 [ADD]I use the phrase covert, design, develop
- Page 660 lines 5-6 No, I never saw it. I have no idea what it is.
- Page 660 line 10 I remember the name, but I know that I did not pay for any work on a project named SiDiKi and I have no idea what it is.
- Page 660 lines 15-16 No. I do not know what it is.
- Page 660 line 18 I never paid Mr. Bell for any project called SiDiKi.
- Page 660 line 22 No.
- Page 664 lines 9-11 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 664 lines 18-20 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 664 line 23 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 665 line 2 No. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 665 line 9 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 665 line 12 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 665 line 15 Yes, at Mr. Bell's request. I direct you to my answers at page 105 lines 24-25, page 418 line 11 and page 419 lines 3-5.
- Page 665 line 18 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 665 line 21 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 665 line 24 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 666 line 3 Yes, at Bell's request. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 666 line 6 Yes, at Bell's request. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.

  
STANLEY SHENKER

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This 3rd day of March, 2003

Patricia R Faubel  
Notary Public

My Commission Expires on:

Patricia R Faubel  
Notary Public  
My Commission Expires 9/30/06

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WITNESS'S CORRECTION SHEET

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- Page 666 line 10 Yes, at Bell's request. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 666 lines 16-17 I do not know how to answer that.
- Page 666 line 20 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 666 line 24 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 667 line 5 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 667 line 11 No.
- Page 667 line 20 No, Mr. Bell knew.
- Page 668 lines 14-15 Mr. Bell was a senior representative of WWE. There was no one at the WWE that I could disclose to that Mr. Bell requested that I split my commissions with him without endangering my rights on my contract with WWE.
- Page 668 line 19 I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 669 line 3 No.
- Page 669 line 24 Yes. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 670 lines 5-6 Yes, he did send me invoices on particular WWE licensees, but I do not recall specifically on which licensees he requested that I pay him 50% of my commissions.
- Page 670 lines 11-13 No, Mr. Bell invoiced me for certain WWE licensees.
- Page 671 line 3 Mr. Bell invoiced me for certain WWE licensees. I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 671 line 8 Mr. Bell invoiced me for payments he requested and I direct you to my answers at page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 671 lines 14-15 and 21 I paid Mr. Bell 50% of my commissions I earned on certain WWE licensees because he asked me for it. I paid him because I felt I had to protect my contract rights with WWE and to protect my earnings.

  
STANLEY SHENKER

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- Page 679 line 20 My answers to questions to this point were not accurate or complete until I corrected the record with these pages.
- Page 680 lines 6-7 I direct you to my answer at page 671 lines 14-15
- Page 680 lines 24-25 I direct you to my answer at page 671 lines 14-15
- Page 681 line 14 No, that check did not pay that invoice. I direct you to my answer at page 112 lines 10-11.
- Page 681 lines 19-22 Yes. I direct you to my answer at page 112 lines 10-11.
- Page 684 line 2 I direct you to my answer at page 112 lines 10-11.
- Page 684 line 6 I direct you to my answer at page 112 lines 10-11.
- Page 684 lines 9-10 Although I do not specifically recall all the WWE licensees that Mr. Bell requested me to pay him half of my commission on, I would say that the licensees listed on this invoice are some of them.
- Page 685 lines 6-7 I do not know exactly how Mr. Bell invoiced me for splitting my commissions but now that you have pointed out the differences, I would have to say that he did use an S number on the original invoices.
- Page 685 lines 13 I do have an explanation. I direct you to my answer at page 112 lines 10-11.
- Page 686 line 8 Mr. Bell sent me invoices listing the WWE licensees that he wanted me to split my commission on. I direct you to my answers at page 105 lines 24-25, line 112 lines 10-11, page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 686 line 13 and 21 Mr. Bell sent me invoices listing the WWE licensees that he requested I split my commission on. I direct you to my answers at page 105 lines 24-25, line 112 lines 10-11, page 226 line 22, page 418 line 11 and page 419 lines 3-5.
- Page 687 lines 2-3 I paid Mr. Bell 50% of my commissions I earned on certain WWE licensees because he asked me for it. I paid him because I felt I had to protect my contract rights and protect my earnings.
- Page 687 lines 15-16 Yes.
- Page 687 lines 21-22 No. I did not receive two invoices from Mr. Bell for the same amount on the same day. I direct you to my answer at page 112 lines 10-11.

  
STANLEY SHENKER

Subscribed and sworn to before me  
This 3rd day of March, 2003

Patricia R. Faubel  
Notary Public

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Page 688 lines 5-6 I did not receive two invoices from Mr. Bell for the same amount on the same day. I direct you to my answer at page 112 lines 10-11.

Page 688 lines 12-16 I did not receive two invoices from Mr. Bell for the same amount on the same day.

  
STANLEY SHENKER

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