Summary: Research Submission – This article was found to present only the known public facts of the case and insinuates ineffective counsel and court lead to a muddled process.

Miscarriage of Justice: USA v. DUKE et al.
What really happened to Terrence John Monahan Jr.?

By MARILYN FONTENOT

"The truth is, there is no justice in America for the people." When famed attorney Gerry Spence wrote that in his book "With Justice for None," he could have been talking about Terry Monahan.

Redacted financial information and a "No-Doc" form used by real estate agents and lending institutions is the reason Ohio native Terry Monahan is going to prison for 18 months. At the urging of his attorney, who told Monahan his solid reputation and impeccable background would garner him probation instead of prison, he pleaded guilty to making a false statement to the Department of Housing and Urban Development. He knew he didn't do it, and there was no proof that he did, but he thought he would take the felony and forego a jury trial that would bring undue hardship and expense to his family. He hoped to get probation or supervised release.

On Jan. 27, 2010, USA v. DUKE et al. was filed in the Southern District of Ohio and Monahan was indicted on charges of wire and mail fraud, along with civil forfeiture. The headlines read: "Investigation by Federal, State, and Local Task Force Leads to Mortgage Fraud Charges Against Six People Involving Million-Dollar-Plus Houses - Two Home Builders and Former Banker Charged." During the time of his arrest it had been years since Monahan had worked at a bank. He was never a banker; he was always a financial advisor. But banker was easier for headline writers than financial advisor. It seemed Terry Monahan was doomed from the start.

In addition to Monahan and Eric Duke, Bernard Kurlemann, Bryan Sanneman, Pam Sanneman, Francisca Webster, Amanda Miller and Christopher Gagnon – all Cincinnati area residents – were involved in the case. All were charged, except for Miller. And except for Monahan, some were millions of dollars in debt and all had damaging credit reports. Bryan Sanneman and Kurlemann had filed for bankruptcy two months apart in January 2007 and March 2007, respectively.

Monahan, a Cincinnati financial advisor, was indicted in the Duke case on Jan. 27, 2010, by the U.S. Attorney General's office in Ohio. The case involved several million dollars used during a mortgage fraud scheme masterminded by Eric Duke. Monahan was charged with attempt and conspiracy to commit mail fraud, fraud by wire, and civil forfeiture. Under a plea deal, he pleaded guilty to one count of Title 18:1001.

"He did a great job name dropping," Monahan recalls of that first conversation with Duke. "I recognized many of the individuals he called clients. "I told Duke what I did for a living and he expressed interest in my options strategy as an income tool."

Webster brought attention to Duke's scheme after she filed a civil suit against Duke for $70,000 in August 2007. By that time she had already served as a straw buyer for Duke, posing as a buyer, when in fact she only signed her name as buyer. She testified that Duke promised her that if she pretended to buy homes for his purposes he would eventually pay her $70,000 for her troubles, which she could use to pay off her debt. According to the Warren County Appraiser's Office, in 2006 Webster purchased two homes: one for $2 million on Dec. 21, 2006, and one for $580,000 on Dec. 29, 2006, and a $2 million home on Jan. 22, 2007. Monahan's house was bought for $580,000, the same amount of his mortgage, on Dec. 29, 2006. She bought Sanneman's house on Hampton Bay Place, at a cost of $2 million on Dec. 21, 2006, with a mortgage payoff of $1.6 million, and the other, owned by Kurlemann, she bought for the $2 million, with a $2 million mortgage payoff on Jan. 22, 2007. She had fulfilled her duties to Duke and she wanted her money.

A long-time friend of Duke, Webster was also Duke's employee at his company, Rivendale Property Management Group, an Ohio limited liability company. What authorities uncovered from Webster's civil case was a mortgage scheme that had been in motion for several years, headed up by Duke. The purpose was to have Duke find property, pretend to buy it and resell it for a profit. All she had to do was attend the closings and sign the papers; he would take care of the rest. The mortgage broker, Miller, handled all the closing arrangements through her place of employment, Columbia Financial Group. Webster's civil suit against Duke pointed out that Miller arranged all financing for the mortgages.

Webster testified that Duke convinced her to help him buy homes in early 2005. Records show that Webster testified under oath, after her civil suit was filed in August 2007, that Duke promised her in 2005 that he would give her $70,000 to help pay her bills if she would help him. The $70,000 wasn't dependent on the sale of South Wind; it depended on the sale of all of Sanneman and Kurlemann's houses. Terry Monahan wasn't even in the picture then. He met Duke nearly a year later in March 2006.

It was Webster's cooperation with federal authorities in 2007 that brought the indictment against the four men. Webster was originally charged with conspiracy to commit wire fraud. They told her she was facing up to 30 years' imprisonment. In a plea deal she pleaded guilty to conspiracy to commit wire fraud. Christopher Gagnon, Florence, Ky., was also used by Duke as a straw buyer. He, too, had been working closely with Duke throughout the years. Under his plea agreement, he pleaded guilty to loan fraud, a crime punishable by up to 30 years in prison. On Feb. 8, 2011, Judge Black sentenced Webster and Gagnon to one day served with supervised release. Gagnon was ordered to pay $930,000 in restitution. Miller was never charged.

In Webster's sentencing memorandum, asking for probation for her crime, she reminds the court of how she cooperated and explained the inside operations of Eric Duke's mortgage scheme. Terry Monahan was never mentioned.

Although he didn't know it at the time, Terry Monahan's journey to hell began during March 2006, when he met Eric Duke. Duke had just moved in across the street from the Monahans into one of Bryan Sanneman's homes. When the Monahans were standing outside one day talking to their real estate agent, Greg Tassone, Duke was watching. After the agent left that day, Duke approached the Monahans and inquired about the sale of their home. He introduced himself as an "investor of assets" who managed his investors' "books"; Monahan introduced himself as a financial advisor who worked at Huntington Bank. Duke told the Monahans he was in the business of buying and selling houses, and he would buy their house.

"During that conversation, I told Duke what I did for a living and he expressed interest in my options strategy as an income tool," Monahan said.

That options strategy ended up being a dummy financial form used by banks and financial institutions when making loans to borrowers. Monahan was employed by Huntington National Bank as its vice president and knew the bank often used these forms as examples showing the cost of the property, different mortgage rates, amortization, and principle and interest costs. Duke was interested in how Monahan created income in his accounts and he wanted to use Monahan's approach with his real estate buyers.

"I do recall Duke asking me more about my strategies later in the summer or early fall and asking me for a marketing packet and/or pitch-book before he could make a significant deposit," Monahan said. "He said that he had created his own fund that would eventually total $50 million and he was looking to acquire many properties, including homes or land in Rivers Bend and in Long Cove.

"He said that he already had purchased a couple homes from Bernie Kurlemann and Brian Sanneman," Monahan said. "Duke also mentioned that he was interested in buying a piece of land adjacent to the Hamptons in New York."

Duke told Monahan that it was important that his strategy be able to support loan payments and wanted to know how much income could be created on $50 million and specifically how the income was created. He asked for more information, and Monahan gave him a dummy marketing pitch-book the bank often used as an example.

"We typically provided three real accounts as examples for our customers, with the names and private information marked out.," Monahan said. "The pitch-books were stored on USB drives because they were too large to send over the Internet. Each copy of the pitch-book cost the bank approximately $25 so we tried to send the marketing materials electronically."

Monahan remembers Duke “name dropping” during that conversation in March 2006, because he recognized many of the individuals he called clients. Duke also told Monahan he wanted to open bank accounts for his clients, and Monahan told him to call his assistant at Huntington Bank.

“ I learned later that he did in fact come to Huntington to open accounts for a few of his clients,” Monahan said. “I was not involved with the accounts being opened. The accounts were opened through the bank’s trust department. I believe my assistant, Amy Bridges, called Duke to check with him when a deposit was going to be made.”

After Tassone compared the prices of other homes in the South Wind area, it was agreed to list Monahan’s house against an old 2002 appraised value of $525,000; the balance of the mortgage was $580,000. At that point Monahan was ready to give the listing to Tassone, but Duke found out and came through with a tentative closing date of late November. Duke said that he or one of his clients would purchase the Monahans’ home, but he reminded them that the contract had an addendum that said the Monahans would owe an amount to be determined for closing costs. Monahan knew that closing costs generally were no more than 6 percent of the purchase price, and he agreed.

“My wife and I waited from approximately May until November with a reasonable amount of patience,” Monahan said. “Every time we asked Duke for a closing date his response was that he had a lot of deals in the works and ours was the smallest deal. He said that he also was waiting to see if he had renters for the property.”

In the meantime, while waiting for the sale of South Wind, the Monahans closed on the sale of another house in Cincinnati. It was midsummer by then, and the Monahans needed to get their children ready for a new school and a new home.

“But other than that we were prepared to carry the cost of the home indefinitely,” Monahan said of the South Wind address. “I also thought about renting it. Either way, we were confident that Greg Tassone would be able to provide a solution. We were also looking at homes from $1.5 million and higher, making a couple offers along the way. We decided to lower our price range just in case we had to carry the home on South Wind.”

Monahan said he never knew who was going to buy his house on South Wind until the closing took place, because Duke said he didn’t know what investor would want the property. Duke reminded the Monahans they would be responsible for all closing costs and fees. The house closed on Dec. 29, 2006, and that’s where he met Francisca Webster.

“During the closing I challenged Duke on the closing costs because I felt that they were inflated – twice what I expected,” Monahan said. “He said that our contract specifically stated that the closing costs were our responsibility and that the closing cost and fees were $70,000.”

At the closing, Duke reminded them that closing costs were their responsibility and provided them with wiring instructions to send $70,000, witnessed by the Metropolitan Title Co. in Akron and Francisca Webster. However, Terry Monahan sent only about $8,000 because he said he still felt the amount of the closing cost on a $580,000 sale was inflated. For several weeks into 2007, Duke called and harassed Monahan and threatened court action against him by Duke and his investors. In the meantime, Webster was building a civil case against Duke, for his failure to pay her the promised $70,000 .

“He threatened me and my family -- he harassed us and frustrated my wife,” Monahan said. “It was awful. He wanted the money immediately and would only accept cash or cashier check because he said he didn’t trust me to send it via wire. I believe I did a cash check because Huntington was unable to do a cashier’s check that day. That was the last time I spoke to Duke. And, neither my wife nor I ever thought we did anything wrong until the FBI showed up at our house and informed us that a crime was committed.”

One week before Christmas 2009, an FBI agent [name] and an investigator, [name], with the U.S. Attorney General’s Office stormed Terry Monahan’s house, locked his sons, 9 and 4 years old, in the basement, and interrogated Monahan for more than three hours. His wife was at work and when she called home her eldest son was hysterical and kept repeating they were hungry and scared and that there were people up stairs “yelling at daddy.” She called a neighbor who made her way into the house unseen and brought the children food and comforted them. The agents were so engrossed in the interrogation they didn’t notice another person in the house.

On Jan. 27, 2010, Terry Monahan was indicted and Cincinnati attorney Hal Arenstein was hired immediately. On Jan. 29, 2010, he appeared in court with his client, where Monahan pleaded not guilty to all counts pertaining to USA v. DUKE et al.

Judge S. Arthur Spiegel had been appointed on Jan. 27, 2010, to hear the case. Spiegel had served as district court judge for the Southern District of Ohio since 1980. On Jan 28, 2010, Magistrate Judge Timothy S. Hogan conducted the arraignment for Monahan. Hogan had served on the federal bench in Cincinnati since 1996. On Feb. 1, 2010, the case went back to Spiegel and he kept the case seven months until Aug. 5, 2010, when Chief Judge Susan J. Dlott reassigned USA v. DUKE et al. to Judge Timothy Seymore Black, who had been on the bench for twelve days – his first high profile federal case involving the U.S. Attorney General’s Office, and it was headed to trial.

Others involved in Duke’s scheme:

Bryan Sanneman, Mason, Ohio, owner of Sanneman Homes Inc., who pleaded guilty on Sept. 3, 2010, in Black’s court to two counts of conspiracy to commit loan fraud. Sanneman filed for bankruptcy in Dayton for $627,215.51 on Jan. 22, 2009. Patrick John Hanley was his attorney. Black closed the case on Feb. 15, 2011.

Bernard J. Kurlemann, Mason, Ohio, was sentenced April 1, 2011, and given 10 to 24 months in prison. He was also ordered to pay $1,115,409.50 in restitution for his role in the scheme. Officials claimed he was able to walk away from $3.5 million in mortgage debt and in addition receive $500,000 in seller's proceeds. His restitution order is based on the amount the lenders lost as a result of the fraud. On April 21, 2011, he filed an appeal; Kathleen Brinkman is his attorney.

Francisca Webster, Cincinnati, pleaded guilty the same day she was indicted, Jan. 27, 2010, to conspiracy to commit wire fraud. Judge Black took her case from Spiegel on Nov. 11, 2010. Black closed her case on April 14, 2011, when he sentenced her and gave her credit and time served for the day she was arraigned and processed. No fine was imposed. Restitution was ordered in the amount of 821,699.50 as a condition of supervised release.

Christopher Gagnon, Florence, Ky., pleaded guilty to loan fraud. He was also sentenced to one day time served and a total three years of supervised release. Black ordered restitution in the amount of $930,000.00, gave him a $100 fine and supervised release.

On Dec. 16, 2010, an order was made to take Pam Sanneman's case from Judge Spiegel and give it to Judge Black. Pam Sanneman, Mason, Ohio, is a former realtor and is the mother of Bryan Sanneman. She pleaded guilty on March 25, 2010, to one count of misprision of felony for knowledge of her son's crime and failure to report it. She served as her son's real estate agent and listed houses for him. She was sentenced on Feb. 14, 2011, to three years' probation, the first six months to be served under house arrest. She was ordered not to try to obtain credit for seven years. Her attorney was Robert Scott Croswell III.

The media was in a frenzy covering the case. Especially when a hometown boy, who used to work at a bank, was arrested and charged with mail and wire fraud and civil forfeiture – that made it the day's lead story. Someone knew early on that the Monahans had money and civil forfeiture was meant to take his finances and property if need be.

In Judge Black's statement to the court in response to Monahan's sentencing structure, Black said, "Furthermore, agents indicate Monahan created an account belonging to Webster within the bank's records."

Monahan did not have the authority to open accounts at Huntington, he said. It has been proven that accounts of that nature were opened through the bank's trust department, Monahan said.

"Contrary to bank policy," Black continued, "he listed himself as the sole contact person within the bank."

Not true and not possible: Records show that Donna Murphy of Huntington Bank was listed as the contact person on the document in question. Monahan didn't even have access to the account. Because of the pitch book given to Duke, Terry Monahan was also accused of supplying financial documentation "obtained during the course of his employment at Huntington National Bank."

In its own admission the U.S. attorneys in the case reported, "The documentation was subsequently altered by Duke and included the loan application package submitted to the lender, Franklin Financial, on behalf of Webster."

In the same paragraph, Black said "The falsified financial statement was relied upon in the purchase of 298 South Wind Court, which was owned by Monahan at the time of the sale."

The document used to create a loan application was a No Doc loan, Monahan said. It was never submitted to HUD. During 2006, many banks and lending institutions used these loan applications. It was most often used when a borrower's credit score was low. Coldwell Banker representatives from North Carolina said that because of tighter laws in lending resulting from the mortgage crisis, the No Doc loan application is no longer used by the company. In Monahan's case, the No Doc loan wasn't signed and wasn't used in the sale of Monahan's house.

On Oct. 22, 2010, three months after he became involved in USA v. DUKE, et al., Black admitted during a hearing for Kurlemann that he wasn't familiar with defense exhibits, one of which showed that Duke, the acknowledged mastermind behind the case, had forged documents.

"I have them in front of me," he announced in court. "This is the first time I've looked at them carefully."

Duke, Mason, Ohio, pleaded guilty on Sept. 14, 2010, to three counts of conspiracy and four counts of fraud. One of his attorneys was Richard Smith-Monahan, an attorney with the Federal Prosecutor's Office, who was dismissed and replaced by John L. O'Shea.

The case against Terry Monahan made its way to the court of Judge Herman J. Weber on Oct. 12, 2010, and a plea agreement was discussed. The same day, Jennifer Barry, of the U.S. Attorney's Office, filed a motion to transfer the case back to Black and on Oct. 18, the case was back in Black's hands and the last entry made in 2010, as listed on his April 19, 2011, court docket, filed with Pacer had only four entries listed in 2011, March 9 for motions filed to seal confidential information; an order granting the motion on March 9, and on March 29 a notice of a March 30 telephone hearing was filed; Eric Duke's notice of appeal was filed on April 19, 2010. By April 28, Monahan had two dockets, the only one in USA v. DUKE et al.

Although his court docket of April 19 had incomplete court records listed for 2011, Terrence J. Monahan Jr. was sentenced on April 1, 2011, to 18 months in prison by Judge Black. He was given a fine of $5,000 and charged a fee of $100. Black also ordered Monahan to pay restitution of $264,000 as a condition of his supervised release.

On April 7, 2011, Arenstein filed a motion to reconsider Monahan's sentence. Although it wasn't listed on the original docket, it was filed with Pacer on April 7. After Arenstein saw the sentencing for Kurlemann and Sanneman, he knew the sentencing structure imposed by Judge Black for Terry Monahan was unfair and possibly biased. Arenstein noted in the motion that an 18-month sentence for Monahan showed disparities in the judge's choice.

"Thus far this court has sentenced Brian [sic] Sanneman to a year and day, Terrance [sic] Monahan to eighteen months and Bernard Kuerlman [sic] to twenty-four months," Arenstein wrote. "A comparison of these three within the dictates of 3553(a)(6) can only lead to the conclusion that Mr. Monahan's sentence exceeds what he should have received."

[FONT]Since passage of the Sentence Reform Act of 1984, section 3553(a)(6) has required sentencing judges in federal court to consider "the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct."

In Arenstein's motion, he pointed out that Sanneman was sentenced to one year and a day, for his guilty plea to two counts of conspiracy to commit loan fraud, with no fine and Kurlemann was fond guilty by a jury on six counts and was sentenced to 24 months and ordered to pay no fines except a $600 special assessment. Monahan was ordered to pay $5,000 fine, and $100 special assessment.

"Mr. Kuerlman [sic] spent three weeks in trial," Arenstein wrote. "He was found guilty of bank fraud and bankruptcy fraud. Because of his intention to appeal, he was not in a position to accept responsibility. Nevertheless, this court imposed a sentence of twenty-four months with no fine….When one compares the sentences, it is difficult t understand why Mr. Monahan's sentence exceeds Mr. Sanneman's and is only six months less than Mr. Kuerlman's[sic]"

On April 12, Carter M. Stewart, U.S. Attorney for the Southern District of Ohio, and Jennifer C. Barry, Assistant U.S. Attorney, submitted a response objecting to Arenstein's request for reconsideration of Monahan's sentence.

Defendant Monahan argues that his sentence should be reconsidered because he received six months more than defendant Bryan Sanneman and six months less than defendant Bernard Kurlemann. This argument is unpersuasive.
Defendant agreed not to appeal his sentence unless the Court incorrectly calculated
his sentencing guidelines range. The Court made its reasoning for Monahan's sentence based on the facts in his case which were significantly different than Sanneman, who did not abuse a position of trust; and different than Kurlemann's who received more time than Monahan.

After questioning Arenstein the week of April 20 about the discrepancies in his docket, Monahan found that a new docket was filed on April 28, 2010. The case USA v. DUKE et al. had the same number, 1:10-CR-00120-TSB, but this time it was named USA v.

Monahan, and entries from January 2010 to Oct. 8, 2011, were removed. The new docket begins with Monahan's case being brought before Judge Herman J. Weber's court on Oct. 12; also on Oct. 12, information about Terry Monahan's case was circulated, a plea agreement and statement of facts were submitted, along with a motion, made by U.S. Prosecutor Jennifer Barry, to transfer the case back to Judge Black, Then on Oct. 18, 2010, the case was given back to Black.

According to his second court docket, he was sentenced April 1, 2011, by Black; the fourth and final judge assigned to USA v DUKE et al. It's hard to get the true story about Terry Monahan's case from his docket; he's the only defendant who has two dockets with backdated critical information obviously benefiting his defense. The other defendants' dockets show a pattern of aggressive defense strategies from their attorneys, some filing motion upon motion for discovery. From the entries recorded on Terry Monahan's docket dated April 10, 2011, it shows Cincinnati attorney Hal Arenstein appeared in court only three times during Terry Monahan's 16-month-long case, and the last entry regarding Terry Monahan was made on March 29, 2011, filed by the court announcing a telephone conference set for March 30.

In addition, the second docket lists backdated entries of revised deadlines, motions to extend deadlines, deadline revisions, sentencing memorandum, and 35 letters of support on Terry Monahan's behalf. Until April 28, Terry Monahan's court information was outdated and lacked important and much needed information for his defense; whoever looked at the case file before April 28, would not have had current information.

Why would Judge Black hand down such a stern sentence to a man who never had been in trouble in his life, had perfect credit and had a family with two small children under 10? In fact, all his professional life encompassed investments and he was obviously good at it. Terry Monahan has worked in the investment business for more than 15 years with never a shadow of a doubt on his character.

Was the judge fed up with Terry Monahan's case because Arenstein kept filing motions to continue? Did he have a chance to read all the information from all the cases? Does he know about the two dockets?

On Dec. 22, 2010, Judge Black should have received Terry Monahan's presentence report as required by federal law: "The court shall order the preparation of the presentence investigation report by the court services officer as soon as possible after conviction of the defendant or after a guilty plea."

He was indicted January 2010; twelve months later Teresa L. Alford, U.S. Probation Officer, submitted a draft report. Was Terry Monahan's due process met? Without a presentence report, most attorneys are at a disadvantage when they don't know what their client is accused of. It makes it hard to form a strategy before sentencing if you don't know what's in a presentence report. Terry Monahan's sentencing date had been set for Feb. 8, 2011. His docket, dated April 19, 2011, contained no entries past Oct. 18, 2010, or before March 9, 2011. On his docket, dated April 28, 2011, things changed in October;

Oct. 18, 2010; elements of the offense was still listed, however its file number changed to 5. On the April 19, 2011, docket, the number is 78.

There were minute entries, orders and motions as well as notices of hearings backdated. There was no entry whatsoever for the presentence report. At first glance it would seem it was never presented in court because it wasn't logged in. The first time the report was mentioned was after a notice of hearing was made on Nov. 18, 2010, when a notice of hearing was called for Feb. 8, 2011. The judge called for the sentencing memorandum to be filed no later than 21 days before Feb. 8.

On Nov. 23, 2010, Arenstein filed for an extension of time to file. Then on Nov. 24, an order denying Arenstein's motion was made by Judge Black. Another motion was made on Dec. 13, 2010, to extend the presentence investigation report deadlines. Then on Dec. 15, the judge signed an order revising deadlines for presentence investigation reports.

According to the updated docket, on that same day, Dec. 15, Judge Black set and ordered revised regulations for submissions of presentence investigation reports to the court; he also issued a court order revising the deadlines for presentence investigation reports. And he cancelled Terry Monahan's sentencing date. Arenstein was ordered to contact the court with a new schedule. Then on Dec. 17, 2010, a notice of hearing was set for April 1, 2010, again requesting any sentencing memorandum to be submitted no later than 21 days prior to sentencing. Terry's presentence investigation report never showed up. If it had, and Arenstein and Black would have read the material and found all the information they needed to find Terry Monahan not guilty.

Terry Monahan's presentence investigation report never showed up on the docket, even though a draft was submitted to the court on Dec. 22, 2010.

And he was accused of signing a Department of Housing and Urban Development settlement statement "which contained the false information," that they claimed Monahan supplied. Monahan already said it was a No Doc statement used, but he didn't sign it. As mentioned before, a No Doc statement was a form widely used by real estate agents and brokers during the mortgage crisis of 2008 on which the client's credit history and certain liabilities aren't listed.

A copy of a November 2006 account statement for a Huntington Bank investment management account in the name of Francisca Webster was submitted to the courts with two of her mortgage loan applications. It indicated that she had account assets of $1.9 million, but Webster said she never put a dime into the account. Someone did, though. Monahan is listed on the copy of the account statement as Webster's relationship manager and investment officer. However, he said, anyone who had checked with the bank's policies and procedures experts would have found that someone in Monahan's former position as a senior investment strategist at Huntington would not be listed on an account statement. At the time he didn't know how much money was in the Webster account. USA claimed on the presentencing report that Monahan's signature was in fact

Monahan's when in truth it was Relationship Manager Donna Murphy's signature on the document, Monahan said.

USA also claimed bank documents were "subsequently altered by Duke." Judge Black, during testimony in Kurlemann's trial, acknowledged Duke's forgery. Yet, Terry Monahan was accused of signing a document when he has proof he never did. Monahan said Donna Murphy knew the truth as well as Chip Hendon, Monahan's marketing assistant, who was supposed to be called as a witness for Monahan.

"I don't know what happened to that," Hendon said about not being called to the witness stand. "I never heard back."

What really happened in Terry Monahan's case?

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