

AFFIDAVIT OF FRANK PARLATO

I, Frank Parlato, being first duly sworn according to law, do hereby depose and state under penalty of perjury, pursuant to 18 Pa.C.S. § 4904, as follows:

1. I am an investigative journalist and publisher with more than thirty years of experience, specializing in independent investigations into complex legal and institutional misconduct.
2. I submit this affidavit in support of Jerry Sandusky's petition for post-conviction relief (PCRA). It summarizes the findings of my two-year, self-funded investigation into his case.
3. My investigation began in October, 2023, when Professor Frederick Crews emailed me. His initial communication stated verbatim: *“The truth about the Sandusky case is exactly the opposite to what the public believes.”*
4. Professor Crews, then ninety years old, explained that his review of the public record led him to conclude that the case was a quintessential example of a miscarriage of justice.
5. Professor Crews was widely recognized as a leader in the field of literary criticism and cultural analysis, having served for decades on the faculty of the University of California, Berkeley, where he chaired the English Department. Beyond literature, he had earned international respect for his critical work on psychology and memory science. His books—including *The Memory Wars* (1995) and *Freud: The Making of an Illusion* (2017)—are regarded as definitive in exposing the dangers of suggestive therapy, memory contamination, and the pseudoscientific underpinnings of “recovered memory.”
6. **Pattern of Perjury and Mutually Exclusive Testimony**

7. I thus began a two year, often intensive, investigation that included studying the entire documentary record and more than one hundred interviews.
8. Among the many flaws in the prosecution's case is the presentation of physically impossible and mutually exclusive narratives from two primary accusers, Victim 1, Aaron Fisher and Victim 9, S.P.
9. Both accusers testified that Sandusky abused them alone, on the same bed, during the same weekends over a three-year period (2005–2008), during an estimated 100–150 visits each.
10. Accuser S.P. claimed he was locked in Sandusky's basement; however, my inspection of the walkout basement revealed that multiple unobstructed exit routes existed (Exhibit A). He described repeated violent assaults without any corresponding medical treatment or corroborating evidence of injury.
11. Another fact I found particularly suspect upon further investigation was how each of the trial witnesses were swiftly partnered with civil attorneys, in some cases during or before trial, and later heavily compensated for their claims through a settlement with Penn State. The amounts received by the witnesses at Sandusky's trial are reflected in the chart below.

Settlement Amount		
"Victim 1"	A.F.	\$7,500,000
"Victim 2"	A.M.	\$6,900,000
"Victim 3"	J.S.	\$7,250,000
"Victim 4"	B.S.H.	\$7,250,000
"Victim 5"	M.K.	\$8,100,000
"Victim 6"	Z.K.	\$1,500,000
"Victim 7"	D.S.	\$3,250,000
"Victim 8"	Non-existent	N/A
"Victim 9"	S.P.	\$20,000,000
"Victim 10"	R.R.	\$5,500,000

12. Newly Discovered Evidence: Contradictory Claims by Mother of “Victim 1”

13. During my investigation, I communicated directly with Dawn Renee (Fisher) Hennessey, mother of Victim 1, Aaron Fisher, by telephone and via Facebook Messenger for the purpose of clarifying the frequency and circumstances of Aaron Fisher's visits to Jerry Sandusky's family home.

14. At trial, Aaron Fisher testified that he stayed at Mr. Sandusky's house “probably close to a hundred, over,” describing visits as “every weekend” over approximately three years (2005–2008). This testimony was central to the prosecution's narrative of frequent, unsupervised access.

15. In preserved Facebook messages (Exhibit B), replying to my questions, Ms. Hennessey stated verbatim (original spelling and punctuation retained, *[sic]* where applicable):

“Sandusky only went to a wrestling match or two.. which i was there too.

“He (Aaron Fisher) did not go there every weekend although did go alot esp during sporting breaks, Kind of difficult to stay at jerrys when he was off at wrestling tournaments my dad and i took him to. I have pics and videos from a camcorder of me w aaron and my youngest son at tournaments. On occaision i went out with friends.. couldnt have ever forced aaron to jerrys to go out, still had two other kids one who has mental issues pretty bad. Jerry took aaron when they made plans to do so. When we werent busy. Sometimes jerry would ask to get him after a wrestling tourn. But was that one night them he was back before dinner next day. Jerry offererd to take all the kids so i coukd work at a spikes game so i could do fundraising for cheer...

“never did aaron go for three years every weekend i [He] went some weekends one night. Some times fo[r] the day. it was pro[b]ably a three yr span he went their o[v]ernight but was never every weekend.”

16. This evidence is material because it directly refutes a foundational premise of the prosecution's theory—namely, a pattern of frequent, isolated contact necessary to support

“grooming.” It also impeaches Aaron Fisher on a core, quantifiable fact (visit frequency/duration) and thereby undermines his broader account. These admissions were unavailable at trial and could not have been discovered with due diligence because they are recent statements from a hostile witness made in communications to me.

17. Ms. Hennessey's account also exposes the mutual exclusivity of the prosecution's “every weekend” narratives. Sabastian S.P. offered an identical “every weekend” claim during the same 2005–2008 period. Ms. Hennessey's clarification—that Aaron's overnights were sporadic (often 10–20 total at most) and frequently involved other boys—renders it impossible for both accusers “every weekend, alone” with Sandusky narratives to be true. This suggests a scripted or coordinated account rather than independent recollections.

18. Ms. Hennessey's statements—made by the person who coordinated and permitted her son's visits—demonstrate that the “every weekend” testimony was false. When paired with the identical and temporally overlapping claim by S.P., the record reflects a pattern inconsistent with reality, confirming that the conviction rests on materially unreliable testimony.

19. The Affidavit of “Marie,” Mother of Victim 9, S.P.

20. During my investigation, I obtained a sworn affidavit from “Marie,” mother of S.P. (identified at trial as Victim 9) and a witness for the prosecution at trial.

21. Marie attests that her son “suffers from a learning and emotional disability,” a vulnerability she states prosecutor Joseph McGettigan exploited. She further avers that her son's account “changed significantly” from initial denials to a narrative of abuse.

22. Marie disputes the frequency claims attributed to her son at trial, swearing that the testimony of 100–150 “every weekend” visits is “not true.” She states the actual number of overnight visits was “no more than 10–15 times,” consistent with her knowledge as the parent responsible for permissions and logistics, and consistent with the admissions of Dawn Renee Hennessey regarding her son, Aaron Fisher.
23. Marie attests that the prosecutors assured her son, “You will never have to work a day in your life.”
24. Marie details how she was personally coached to testify about her son's missing underwear so as to falsely imply a connection to Mr. Sandusky. She avers the “missing underwear” issue predated any contact with Mr. Sandusky, but that prosecutor McGettigan directed her to present it in a way that would mislead the jury and imply it coincided with contact with Mr. Sandusky.
25. Marie avers that lead prosecutor Joseph McGettigan recommended civil attorney Dennis C. McAndrews to her son during the criminal proceedings and then, after Mr. Sandusky's conviction, Mr. McGettigan left the Attorney General's Office to join McAndrews' law firm.
26. Within weeks of the June 22, 2012, conviction, civil attorney Stephen E. Raynes—referred by Mr. McGettigan—filed a notice of claim against Penn State on behalf of her son.
27. Her son ultimately received a \$20 million award from Penn State, less contingency fees, referral fees, trust set-up costs, and repayment of high-interest advances.
28. Mr. McAndrews then created the trust for her son's funds.

29. Marie attests that, before and during trial, Mr. McGettigan managed her son's personal affairs, assigned State Troopers to monitor him, and barred her from preparation meetings.
30. After trial, litigation counsel bought S.P. expensive gifts, moved the family to a Bryn Mawr condo, then to multiple homes in Malvern, and provided cash on request. She later learned these funds were borrowed against a future settlement, including hundreds of thousands of dollars at 27% APR (monthly compounding) from US Claims, used for living expenses and numerous paid “therapists/professionals.”
31. Marie recounts that after the claim was filed, counsel directed her son to move to a house with live-in counselors.
32. On or about April 11, 2013, Mr. McGettigan joined the McAndrews Law Office, P.C.
33. On April 28, 2015, S.P.'s attorneys obtained a \$20 million settlement. After one third contingency, expenses, and repayment of the high-interest loans—some more than double the principal—attorney McAndrews created a trust for her son's funds.
34. During my investigation, I obtained documentary evidence that corroborates Marie’s sworn allegations of a premeditated financial scheme. Specifically, I secured an email dated October 15, 2020, with the subject line “[Name] Family Meeting,” which includes among its addressees the email account of former Deputy Attorney General Frank Fina and prosecutor in the Sandusky case. The email reflects that the prosecutor in the criminal case was coordinating meetings regarding the personal affairs of S.P. and his family eight years after the trial had ended.
35. The documented coordination corroborates Marie's sworn statement that prosecutors “took control.”

36. During my investigation, I obtained a document titled “PURCHASE AGREEMENT” between S.P. (“Seller”) and US Claims (“Buyer”), dated July 27, 2012—less than five weeks after Jerry Sandusky's conviction on June 22, 2012. The document bears a fax header from Beth Zimmerman (US Claims) transmitting to attorney Stephen E. Raynes of Raynes McCarty, counsel to S.P. in his civil claim against Penn State
37. S.P. received a net cash advance of \$50,000. In exchange, he sold a \$57,427 interest in his future settlement; if the settlement funded within six months (by January 27, 2013), US Claims would receive \$57,427—a return exceeding 14% in half a year. The Disclosure Table shows monthly escalations, reaching \$127,937 if unpaid within 42 months (by October 27, 2015), reflecting an effective APR of approximately 27% with monthly compounding.
38. The agreement directs payment from settlement proceeds by S.P.'s counsel, Stephen E. Raynes, evidencing counsel's knowledge and facilitation of the transaction.
39. The agreement is contemporaneous, documentary proof of the “predatory loans” described by Marie, showing that before any settlement was finalized, high-cost funding was positioned to capture a substantial share of the anticipated recovery.
40. The US Claims Purchase Agreement is newly discovered evidence exposing the financial architecture underpinning the scheme described by Marie.
41. **The S.P. Trust**
42. My investigation obtained a document titled “The [S.P.] Trust,” dated April 16, 2015. The Trust Agreement is newly discovered evidence demonstrating the extent of ongoing control exercised by members of the prosecution team over key witness S.P. and the multi-million-dollar settlement his testimony generated.

43. The Trust creates a **“Trust Protective Committee”** with ultimate authority over the Trust. The three named members are: **Frank Fina**, former Senior Deputy Attorney General and prosecutor in the Sandusky case; **Gay Warren**, longtime live-in girlfriend of lead prosecutor **Joseph McGettigan**; and **Lauren Cliggitt, MSW, LCSW, S.P.’s** therapist.

B. Trust Protective Committee

The Trust Protective Committee shall possess the powers and duties set forth herein, and shall consist of three members. The original Trust Protective Committee members shall be Frank Fina, ^{SP} Esq., Lauren ^{SP} Cliggitt, and Gay ^{SP} Warren. Each Member of the Trust Protective Committee shall serve until he/she resigns, dies, becomes incapacitated, or is removed as set forth herein. Any anticipated or current vacancy on the Committee shall be filled by majority vote of the remaining members of the Trust Protective Committee and the then-serving Trust Advisor; if the position is not filled within thirty (30) days of a vacancy, the Trustee shall fill the vacancy.

44. Key Provisions and Control Over Major Distributions.

45. According to the trust documents, any distribution exceeding \$100,000 requires the “express written approval of two members of the Trust Protective Committee.”

This grants Mr. Fina and Ms. Warren (effectively Mr. McGettigan's proxy) veto power over large expenditures, investments, or purchases.

46. Power to Remove/Replace the Corporate Trustee.

47. The Committee may “remove and/or replace any Corporate Trustee... for any reason whatsoever.” This gives the Committee ultimate leverage over the professional fiduciary.

48. Control Over Termination.

49. If S.P. seeks to terminate the Trust and assume control over his assets, termination requires a recommendation from two Committee members. Fina and Warren (McGettigan) can thus block his financial independence indefinitely.

50. Committee Compensation from the Trust.

51. Each Committee member “shall receive a minimum annual compensation of \$5,000.00 per year, and... reasonable hourly compensation.” The Committee is paid directly from the very Trust it controls, creating a financial interest in the Trust's continuation.

H. Compensation of Members of the Trust Protective Committee

The individual members of the Trust Protective Committee shall receive a minimum annual compensation of \$ ^{SP}~~5000.00~~ per year, and shall, in addition, receive reasonable hourly compensation at rates consistent with the profession of each Committee member as determined by the Trustee in its sole discretion for services actually rendered together with reimbursement for all expenses, including any litigation costs related to services as a Trust Protective Committee member.

52. While the Trust was established with assets “in excess of five million dollars,” and is believed to have been around \$12 million at its inception, S.P.'s ordinary distribution is \$1,000 per week (\$52,000/year), (later increased to \$1500 per week) ensuring ongoing dependency while the Committee retains—and is compensated for—full control.

53. In substance, the Trust: (i) places the prosecution team in permanent, paid control of the key witness; gives them veto power over large expenditures, removal power over the bank trustee, and gatekeeping power over termination; and compensates them annually (plus hourly) from the witness's fund.

54. These provisions constitute documentary confirmation of the conflict-of-interest and post-conviction control described in Marie’s affidavit and align with the financial-motive evidence previously described (including the US Claims financing and email

coordination regarding the S.P. family). Together, they show a seamless transition from securing a conviction to securing paid, ongoing authority over the witness and his funds.

55. Affidavit of “Victim 10,” R.R.

56. I obtained a sworn affidavit from R.R., the individual previously identified as “Victim 10” in the Commonwealth's prosecution of Mr. Sandusky.

57. R.R. states he was approached by state investigators in late 2011 (at age 24), told his participation was “critical to stopping a predator,” and encouraged to believe he had been molested despite an absence of clear memory of such conduct.

58. After law–enforcement contact, he was referred to civil counsel, including Andrew Shubin and lawyers from Ross Feller Casey. He reports receiving a \$5.5 million civil settlement approximately a year after testifying, from which his attorneys took 40%, and states this was an outcome the prosecution assured him would occur.

59. He avers he lacked clear or certain memory, yet was repeatedly told that trauma fragments memory and that he could affirm details he did not fully recall—assurances he describes as “common and expected.” He characterizes his evolving testimony as the product of emotional strain, leading questions, investigative pressure, and psychological manipulation, not deliberate deceit.

60. He recalls extensive pretrial meetings, including one lasting six hours, where he was asked to revisit and reframe his account until it aligned with what appeared to be the prosecution's desired narrative. He states he felt he could not leave, as travel/lodging were arranged by the prosecution; he was kept in a small office, and repetition of key themes suggested he would not be released until his answers confirmed the case narrative.

61. He characterizes his testimony as “shaped by” investigators/prosecutors whose professional/reputational interests were tied to his cooperation—rather than by independent recollection.
62. He identifies prosecutor Joseph McGettigan as a source of repeated misleading conduct during the process and expresses regret for his role in what he now views as a deeply flawed prosecution.
63. R.R.’s sworn account is material newly discovered evidence: Impeaching the reliability of a named accuser’s trial testimony on method and means (coaching, pressure, suggestive practices) consistent with the coercive techniques documented elsewhere in this affidavit.
64. Demonstrating promised civil outcomes temporally proximate to testimony aligning with financial–motive evidence.
65. Corroborating a pattern: prolonged suggestive sessions, assurances about memory fragmentation, custodial–like interview settings, and pressure to conform to a pre–selected narrative.

Executed this 25 day of Sept., 2025.

Frank R. Parlato

Frank R. Parlato

SUBSCRIBED AND AFFIRMED, OR
SWORN TO BEFORE ME IN THE COUNTY
OF MONROE, STATE OF FLORIDA.
THIS 25th DAY OF Sept., 2025
Rocio Maggiolini-Poulain
NOTARY PUBLIC, STATE OF FLORIDA



Exhibit A



Exhibit B



Dawn Renee Hennessy



kids neither did my dad. Sandusky only went to a wrestling match or two.. which i was there too.



Dawn Renee Hennessy



4/3/24, 8:50 AM

I understand what you're saying and you sound like you're sincere. But could you explain why you let him go to Jerry's house every weekend for three straight years. People said it was because you were too busy out at bars on the weekends and that you didn't make time to parent him. So is it true that you let Jerry take him every weekend? I'm just trying to get this right. I want to get the truth, not hurt you.

4/3/24, 10:03 AM

He did not go there every weekend although did go alot esp during sporting breaks, Kind of difficult to stay at jerrys when he was off at wrestling tournaments my dad and i took him to. I have pics and videos from a camcorder of me w aaron and my youngest son at tournaments. On occasion i went out with friends.. couldnt have ever forced aaron to jerrys to go out, still had two other kids one who has mental issues pretty bad. Jerry took aaron when they made plans to do so. When we werent busy. Sometimes jerry would ask to get him after a wrestling tourn. But was that one night them he was back before dinner next day. Jerry offerd to take all the kids so i could work at a spikes game so i could do fundraising for cheer. I had plans to take kids to lakemont park after i



Dawn Renee Hennessy



Never did aaron go for three years every weekend i went some weekends one night. Some times fo the day.it was pro ably a three yr span he went their obernight but was never every weekend

