

1 A. Okay.

2 Q. On lines 18 and 19, it indicates that  
3 Plaintiffs have been damaged in a sum in excess of  
4 \$10,000.

5 Do you see where I'm at?

6 A. I do.

7 Q. All right. Can you tell me how much that  
8 you believe you've been damaged, sir, and that  
9 you're seeking to recover from Pardee?

10 A. I can't. I don't know enough about what  
11 I'm talking about. That's the reason this whole  
12 thing has come about. I can't tell you that. I  
13 don't have enough information.

14 Q. Okay. Tell me what type of information it  
15 is that you need to determine if you've been damaged  
16 or not?

17 A. Work that I've done. I've called and I've  
18 talked to people. No one would give me anything.  
19 That's the reason I ended up with an attorney.

20 I tried, but I don't know what the damages  
21 are. It's kind of a hard question for you to put  
22 forth when no one hasn't really had time to think  
23 about that.

24 Q. Tell me what information it is that you  
25 claim that you need so you can determine whether

1     **you've been damaged or not?**

2           A.    Maps, parcel numbers, amendments, letters,  
3           anything. I don't have -- I have nearly nothing.  
4           I've asked for it, but I have nothing.

5           **Q.    Okay. What maps is it in particular you're**  
6           **interested in?**

7           A.    I can name a few but not all. From the  
8           very beginning, I have never received a map on the  
9           1,950 acres. I have no clue as to where we went  
10          there.

11                I have no clue if any property was picked  
12          up according to them over and above the commission  
13          agreement. In my mind, I did my own map and I think  
14          they have, but that, you know -- that's all.

15          **Q.    I'm asking you, what maps do you need?**

16          A.    I need maps of every one of the takedowns.  
17          I need a map of the 1,950 acres and the final 2,112,  
18          any maps pertinent to this commission agreement.

19          **Q.    Okay. That assumes that your commission**  
20          **agreement was based upon acreage, not property**  
21          **purchase price, correct?**

22          A.    Well, there's always acreage in property  
23          purchase price. I mean, there's some acres in  
24          there. They got 1,950 acres in there.

25          **Q.    Show me as far as where in your commission**

1 letter that your commission is based upon the amount  
2 of acreage?

3 A. The (ii) is not.

4 Q. Okay. Now, you also indicated that you  
5 needed some parcel information.

6 What parcel information do you claim that  
7 you need?

8 A. Any parcel of property that's been taken  
9 down.

10 Q. Okay. Once again, you need that parcel  
11 information to determine the acreage, is that right?

12 A. Price, acreage, yeah.

13 Q. And, once again, that would -- but there's  
14 nothing in the commission letter though that bases  
15 your commission based upon acreage, correct?

16 A. No, it's not based on acreage.

17 Q. Okay. Now, you also indicated that you  
18 needed some amendments.

19 What amendments are you making reference  
20 to?

21 A. Whatever you have. You've given me a few  
22 here that I don't even recollect ever seeing. It's  
23 been hard having to do business now like that.

24 Q. Well, now that you have the amendments and  
25 at least your attorneys have had them for a few

1 months now, have you had an opportunity to take a  
2 look at them?

3 A. I did.

4 Q. And so what you saw was the amount property  
5 purchase price was \$84 million, correct?

6 A. I didn't know that until Jon Lash sent me a  
7 letter on November of 2009.

8 Q. Okay. And you knew that then before you  
9 brought this litigation, did you not?

10 A. Knew what?

11 Q. You knew that before you brought this  
12 litigation, did you not?

13 A. Yes.

14 Q. That the property purchase price was  
15 \$84 million, correct?

16 A. Yes.

17 Q. Did you run the calculations on  
18 \$84 million?

19 A. Calculations as to what?

20 Q. Did you take your commission letter and  
21 take (i) and (ii) and run your calculations based  
22 upon that?

23 A. You know, what you're saying is all the  
24 property comes out of the \$84 million. It's not  
25 done on acreage.



1 I have nothing to run. What am I going to  
2 run? I don't even know what's been taken down. I  
3 don't even know the 1,950 acres.

4 Q. Well, let me ask you this: The commission  
5 letter has (i) and (ii), correct?

6 A. Correct.

7 Q. And you've got percentages that are based  
8 upon the property purchase price?

9 A. I've been paid on those.

10 Q. Okay. Been paid on those, right?

11 A. Yes.

12 Q. All right. You indicated that you  
13 also needed some letters.

14 What letters is it that you're interested  
15 in obtaining?

16 A. Let me explain it this way: Anything  
17 that's pertinent. It says here I'm to be  
18 well-informed. Nobody ever gave me anything.

19 Any letters to do with my commissions or  
20 the takedowns or anything like that, I think I  
21 should be informed so I can see what's going on, how  
22 the project is developing. Nobody sent me any of  
23 that stuff.

24 MS. LUNDVALL: Would you read my question  
25 back, please?

1 (Thereupon, the requested portion was read back.)

2 A. Any letters that went back and forth that  
3 pertained to my interest in this property.

4 Q. After you received the option agreement in  
5 the amendments that had been entered into prior to  
6 your commission letter, did you take a look to see  
7 if there was any option property that was taken down  
8 that there needed to be an option property deed  
9 recorded --

10 A. Which --

11 Q. Hold on. Let me ask my question, please.

12 You received through this litigation at the  
13 very minimum the option agreement, the first  
14 amendment and the second amendment.

15 Correct?

16 A. Um-hmm.

17 Q. Is that a yes?

18 A. Yes.

19 Q. And all of those are dated then prior to  
20 your commission letter that's dated September 1 of  
21 2004, correct?

22 A. All of what are dated before that?

23 Q. Option agreement, Exhibit 2?

24 A. Exhibit 2?

25 Okay. In my mind -- and I don't even

1 understand completely -- this is what I have right  
2 here. This is what I've always gone by right here  
3 what you're looking at here. This one over here, it  
4 doesn't always match up.

5 All I know, not being an attorney, not  
6 understanding all the legalities of everything, they  
7 told me this is what I was going by, this is how I  
8 was going to get paid. They didn't say anything  
9 about what was going on in here.

10 So that's what I'm basing everything on  
11 right there. That's where I get paid.

12 **Q. Did you review either Exhibit 2, Exhibit 3**  
13 **or Exhibit 4 to determine that if, in fact, any**  
14 **option property was taken down that there would need**  
15 **to be an option deed, option property deed to be**  
16 **filed either in Clark County or Lincoln County?**

17 A. Well, that's the reason I went through an  
18 attorney. We didn't understand all that and I don't  
19 really know what to say on that.

20 **Q. So you don't have that understanding, is**  
21 **that right?**

22 A. I understand this right here. When I start  
23 reading this, I'm not like you. I don't read down  
24 through here and just go through this stuff.

25 In my mind -- and I don't remember what

1       they are -- these agreements in these things between  
2       mine and this and your two right there, this is what  
3       I know that I should get paid on. This is what we  
4       worked out. This is what I was told.

5               They didn't say, Jim, go to two here and  
6       all this stuff. This is the way it's going to  
7       happen, right here.

8               Q.    So, in other words, what you're telling me  
9       is that, after you received the documents during  
10      this litigation, you didn't go through and review  
11      any of these documents, is that right?

12               MS. BROOKHYSER:  Objection, misstates the  
13      testimony.

14               A.    I tried to read some of that stuff, but I  
15      took it to my attorney.

16               Q.    And I would imagine you, like most other  
17      clients, you expected your attorney to be able to  
18      review those, is that right?

19               A.    Most attorneys can read attorneys.

20               Q.    Okay.  At this point in time you can't tell  
21      me any amounts then that you may have been damaged,  
22      is that right?

23               A.    Not yet.

24               (Exhibit No. 6, Certified Letter Dated August 23,  
25                               2007, marked.)

1 BY MS. LUNDVALL:

2 Q. Mr. Wolfram, I'm handing you what's been  
3 marked as Exhibit 6 to your deposition. Exhibit 6  
4 to your deposition, sir, is a certified letter that  
5 bears the date of August 23 of 2007 addressed to  
6 yourself and to Mr. Wilkes and General Realty Group  
7 as well as Award Realty group.

8 Did you receive a copy of this letter?

9 A. Yes.

10 Q. I'll direct your attention then to the last  
11 page. There's a reference by Mr. Lash to, if you  
12 have any questions, to call him.

13 Did you place a telephone call to Mr. Lash  
14 in August of 2007 after receiving this letter?

15 A. You know who instigated this letter?

16 Me.

17 They were overpaying us, and I told Walt,  
18 we've got to be honest. I called, said, you guys  
19 are overpaying us, I don't know what for.

20 We worked it out to get it back. Nothing  
21 in September, nothing in October, and 17 -- or was  
22 it 17? -- something like that, the next month?

23 But this whole thing here came about  
24 because Walt and I were trying to be honest with  
25 Pardee.

1           Q.    After you received a copy of this letter  
2           from Mr. Lash --

3           A.    No.  It was before that.

4           Q.    -- did you give him a call?

5           A.    This letter is something that originated  
6           because Walt and I told them they were overpaying us  
7           and we didn't want them to overpay us.

8                   That's how that originated right there.  
9           They didn't even know they were overpaying us.

10          Q.    Back to my question.  And I think I got an  
11          answer, but I just want to confirm.

12                   After you received this letter though, you  
13          didn't give Mr. Lash a call asking him to explain  
14          this to you?

15          A.    I don't know.  I don't remember.  
16          (Exhibit No. 7, Letter Dated April 6, 2009, marked.)  
17          BY MS. LUNDVALL:

18          Q.    Okay.  Mr. Wolfram, I'm going to hand you  
19          what's been marked as Exhibit 7 to your deposition.

20                   This is a letter that bears the date of  
21          April 6th of 2009.  It's from Jim Stringer.  It's  
22          addressed to you.

23                   You received a copy of this, did you not?

24          A.    I did.

25                   Let me read the letter again.

1           Q.    Feel free. Any of the documents I hand  
2           you, feel free to spend as much time with them as  
3           you wish.

4           A.    Okay. Yeah, I received that letter.

5           Q.    Okay. After having an opportunity to  
6           review the letter and take a look at the closing  
7           statements that were attached to it, did you call  
8           Mr. Stringer to ask him any questions?

9           A.    I don't remember which times I called  
10          Mr. Stringer, but I probably called him more than  
11          one time, and I couldn't get an answer. That's the  
12          reason I had my attorney give Mr. Stringer a call,  
13          which you have letters to that effect, also.

14          Q.    Okay. Do you have information that, in  
15          fact, Pardee has paid more than \$84 million to CSI  
16          to take down any property?

17          A.    I didn't even know about the \$84 million  
18          until November from Jon Lash.

19          Q.    So the answer to my question then is that  
20          you don't have any evidence or any facts to indicate  
21          that Pardee has paid more than \$84 million to CSI to  
22          take the property?

23          A.    No.

24                (Exhibit No. 8 Letter Dated November 24, 2009,  
25                marked.)

1 BY MS. LUNDVALL:

2 Q. Mr. Wolfram, I'm handing you what's been  
3 marked as Exhibit 8 to your deposition.

4 A. Okay. This is that letter where I --

5 Q. This is a letter that bears the date of  
6 November 24th of 2009.

7 Did you receive a copy of this letter  
8 Mr. Wolfram?

9 A. I did.

10 Q. Now, I want you to turn to page two. Page  
11 two has got the chronological summary of the land  
12 takedowns.

13 Do you see that?

14 A. I do.

15 Q. It's got all of the dates of the closing  
16 and identifies what the purchase prices are.

17 Do you see that?

18 A. You're talking about the takedown chart  
19 there.

20 Q. There you go.

21 And then right above that takedown chart,  
22 it makes reference that Pardee still has about  
23 \$116,000 that's on account.

24 Do you see that?

25 A. I do.



1           Q.   All right.  If you total up all those sums  
2           between that \$116,000 and then all of the sums that  
3           are listed in the takedown chart?

4           A.   I've looked this thing over.  I can't make  
5           hide nor hair of it.  I did work on my own over at  
6           the county.  I couldn't get anything to balance with  
7           what I've done and I couldn't make hide nor hair of  
8           what he said right here.

9           Q.   My question to you is if you total up all  
10          those sums?

11          A.   Well, I probably have.  In my mind, I don't  
12          know what the sum total of that is, if that's what  
13          you're asking.

14          Q.   If you total that up, you get \$84 million,  
15          don't you?

16          A.   I don't know.  If you've totalled that  
17          up -- I don't remember.

18          Q.   Okay.  I'll represent to you that if you  
19          total up and you take into account the \$116,000  
20          that's still on account that they make reference to,  
21          then you end up with the \$84 million, which was the  
22          property purchase price.  Okay?

23          A.   Um-hmm.

24          Q.   Now, I have a question for you:  On page  
25          one, you see about the third paragraph down that

1       there's a reference made that this transaction was  
2       amended on March 28th of 2005 to reflect the  
3       adjusted acquisition price of \$84 million?

4           A.     That's right. That's --

5           Q.     Okay. Do you know where that March 28th of  
6       2005 date comes from?

7           A.     No.

8           Q.     All right. Let me see if I can help you  
9       out then a little bit.

10           (Exhibit No. 9, Amended and Restated Option  
11       Agreement For the Purchase of Real Property and  
12       Joint Escrow Instructions, marked.)

13       BY MS. LUNDVALL:

14           Q.     I'm going to hand you what's been marked as  
15       Exhibit 9 to your deposition, sir. Exhibit 9 is the  
16       Amended and Restated Option Agreement For the  
17       Purchase of Real Property and Joint Escrow  
18       Instructions.

19           THE WITNESS: I need to ask a question.

20       BY MS. LUNDVALL:

21           Q.     Exhibit 9, once again, sir, is an agreement  
22       between Coyote Springs and Pardee, correct?

23           A.     It appears, yes.

24           Q.     Do you see that in the first paragraph  
25       there on the first page?

1           A.    Up here?

2           Q.    Yes.

3                   Do you also see it has a date of March 28th

4   of 2005?

5           A.    I do.

6           Q.    All right.

7           A.    But keep in mind my commission letter has a

8   date of September.

9           Q.    I understand. I'm trying to help you out

10   pointing out to you what I'm talking about.

11                   Once again, I want you to turn to page

12   three of Exhibit 9.

13          A.    Okay.

14          Q.    Page three of Exhibit No. 9 under paragraph

15   one, subsection (b), do you see the definition set

16   forth there of purchase property price?

17          A.    I do.

18          Q.    And that purchase property price was

19   \$84 million, correct?

20          A.    Yes.

21          Q.    Okay. So from the standpoint of you

22   understand then as far as where the date of March

23   28th of 2005 comes from in the Exhibit 8 letter?

24          A.    I need a second.

25          Q.    Okay.

1 A. Okay.

2 Q. All right. Do you see where I made  
3 reference then to that date on that letter?

4 A. Make reference again because I was just  
5 reading that.

6 Q. Do you see on Exhibit 8 that there's a date  
7 of March 28th of 2005 referenced?

8 A. Right.

9 Q. And that's the same date that's in  
10 Exhibit 9, which is the amended and restated option  
11 agreement that I just showed you?

12 A. That amendment is after my agreement right  
13 here.

14 Q. I understand that.

15 A. My agreement, I go by this.

16 Q. I agree whole-heartedly with you, sir.

17 But if you take a look at this or if you  
18 have your attorneys take a look at this, what you're  
19 going to see is this is an amended and restated  
20 option agreement. It has the same information as  
21 the option agreement amendment one and amendment two  
22 that I've already shown you that predates your  
23 commission letter. Okay?

24 A. I don't understand that, so I'm not going  
25 to say anything. I didn't know about this until

1 right here on this letter, this \$84 million.

2 Q. I'm not going to ask you any questions on  
3 that. Those are questions that, from a legal  
4 standpoint, I'm not entitled to give you advice.  
5 I'm only permitted to ask you questions. Okay?

6 A. Yes.

7 Q. And you've made it pretty clear that you're  
8 not an attorney and so, therefore, I'm not going to  
9 ask you a bunch of legalese. All right?

10 A. Yes.

11 (Exhibit No. 10, Handwritten Letter Bates No. PLTF  
12 0151, marked.)

13 BY MS. LUNDVALL:

14 Q. Next exhibit for you, Mr. Wolfram, is a  
15 handwritten page of notes that's been marked now as  
16 Exhibit No. 10 to your deposition. The fax tag line  
17 at the top of it bears a date of April 9th of 2009.  
18 It has a signature, Jim.

19 Can you tell me if this is your  
20 handwriting, sir?

21 A. It's my handwriting.

22 Q. Okay. Who is this note or letter addressed  
23 to?

24 Who were you sending it to?

25 A. I don't remember. It could have been Jon.

1 It could have been, I believe, and I believe it was  
2 Jon Lash.

3 Q. So you believe that you sent this note then  
4 to Jon Lash?

5 A. I believe so.

6 Q. All right. See, this is a document that we  
7 received from you.

8 A. Okay.

9 Q. That's why I'm asking this question. This  
10 exists in your files, not in our files.

11 At the top, you see on the fax tag line  
12 it's page six.

13 Do you know what the other five pages were  
14 in front of that?

15 A. Where is this?

16 Q. At the very top of Exhibit No. 10, sir?

17 A. What are the other --

18 Q. Do you know what you faxed with that?

19 A. No.

20 Q. Do you have any idea?

21 A. I don't remember.

22 Q. Okay.

23 A. I don't remember.

24 Q. Why don't you do this for me since your  
25 handwriting is not too bad, but I just want to make

1       **sure I got a pretty good idea what it says: Why**  
2       **don't you read it out loud into the record for me?**

3       A.   Are the 776 and 91-acre parcel part of the  
4       original sale or an addition? We need proof since  
5       we've had no way of tracking sales. Once they  
6       explain all of this to us with maps and backup  
7       information, we can agree. We still need an  
8       accounting of how the land is taken down. I think  
9       it is additional acreage. Last payment was  
10      April 1st, 2009 and they closed 776 acres on  
11      August 2008. If so, did they get title to land  
12      before it was all paid for? Mr. Stringer told you  
13      that there were no parcel numbers, but I gave you  
14      the parcel numbers for the 776 acres. Jim.

15      **Q.   Okay. Mr. Wolfram, if I'm reading this and**  
16      **particularly your first paragraph, you wanted**  
17      **information as to the amount of acreage that was**  
18      **taken down by Pardee from CSI, is that right?**

19      A.   Yes.

20      **Q.   Okay. If the commission letter was based**  
21      **upon property purchase price --**

22      A.   It is.

23      **Q.   It is.**

24               **-- what relevance does the acreage have to**  
25      **do with it?**

1 A. I think I was mistaken here.

2 Q. Okay.

3 A. But the only reason I was mistaken is  
4 because this happened later, it really happened  
5 late, and I was still trying to determine what the  
6 1,950 acres were so I could go on. I didn't, you  
7 know, then you guys went up without getting to  
8 \$84 million. I think this came late, but I believe  
9 I was paid for this.

10 Q. Okay. Let's direct your attention to the  
11 next exhibit.

12 (Exhibit No. 11, Letter to Jon Lash With Handwritten  
13 Note, marked.)

14 BY MS. LUNDVALL:

15 Q. Sir, I'm going to hand you what's been  
16 marked as Exhibit 11. It doesn't have a date on it,  
17 but it has a handwritten notation on it.

18 Feel free to take a look at that and then  
19 I'm going to have a couple questions for you.

20 A. Okay.

21 Q. Exhibit No. 11, is that your handwriting in  
22 the upper right-hand portion of this?

23 A. That is. But I need to read what I have  
24 here.

25 Q. Feel free. My apologies.



1           A.    Okay.

2           Q.    Have you had an opportunity to take a look

3   at that, sir?

4           A.    Yes.

5           Q.    Is that your handwriting that's in the

6   upper right-hand portion?

7           A.    Yes.

8           Q.    Who was going to be the signator to this

9   letter?

10          A.    The what?

11          Q.    Who was going to be signing this letter?

12                Was this going to be Mr. Wilkes and

13   yourself?

14          A.    You mean who -- I still don't get it.

15          Q.    Once this letter was going to be finalized,

16   who was going to be the signers on this letter?

17          A.    It's back here.

18          Q.    Mr. Wilkes and yourself?

19          A.    Right.

20          Q.    Who was author of this letter?

21          A.    Walt and I.

22          Q.    Okay. Is this a note from you to Walt?

23          A.    That was just a note that I made for my

24   mental -- if I ever had to come back to something,

25   it would help remind me what we were talking about.

1           Q.    Okay.  The reason I ask is because the very  
2           last line of your handwritten note, it says "word  
3           this as you see fit."

4                   That sounds like you're telling somebody to  
5           do something, and I'm trying to figure out who you  
6           might be telling.

7           A.    I have no clue.  That was when Walt and  
8           I -- Walt and I wrote this letter.  That's probably  
9           when I'm talking to Walt, be my guest, you know,  
10          when we're trying to figure out how to word this  
11          thing out.

12          Q.    All right.  It looks like at the very  
13          bottom there is some notation for purposes of  
14          indicating as to where on the computer you could  
15          find this letter.

16                   Do you see that?

17          A.    Yes.  That would be Walt because Walt does  
18          all that computer work.  He was the one took care of  
19          all that.

20          Q.    Actually, it's the same notation that your  
21          attorneys use.

22          A.    Same what?

23          Q.    It's the same notation that your attorneys  
24          use.

25                   So my question to you is whether or not one

1 the original 1,950 acres was. He said, no, you'll  
2 just have to take our word for it.

3 They kept paying, and they paid us an  
4 amount over \$232,500, and to this day with all I've  
5 tried, I've never found out what that was for. I  
6 have no idea. It probably -- I don't know. I  
7 really don't know.

8 Q. Mr. Wolfram, what I'm interested in  
9 learning is what is the total amount that you've  
10 received from Pardee?

11 A. I received the original amount of -- what  
12 was it? -- two million four hundred. I think that's  
13 what it was. The original amount on this right here  
14 was two million four hundred. We got a \$400,000  
15 down payment, and then we went through these figures  
16 right here, and it came to two million four I think,  
17 something like that.

18 Then we received an additional 200 -- as I  
19 can figure it because no one would give me the  
20 figures. I had to go to the bank and pull stuff  
21 from the bank. And I think I've been paid \$232,500  
22 more than what my original contract on the \$50  
23 million and the \$16 million. But I have no idea  
24 what it's for. No one would tell me. I just had to  
25 go along with everything.

1           **Q. All right. So I want to clarify. You have**  
2           **received at least \$2.4 million in commission?**

3           A. I think that's what it came out to.

4           MS. HANSEN: You and Walt.

5           A. Yeah, Walt and myself. But I think it was  
6           two million four if you paid it off like this right  
7           here.

8           **Q. Okay. And then there was an additional**  
9           **\$232,000 that you and Mr. Wilkes received as well?**

10          A. But that's what my figures are. I went to  
11          the bank, set down in the archives, did all kinds of  
12          stuff to try to figure out what the overpayment was  
13          for.

14                 I really don't know if that's the exact  
15          correct figure because nobody would tell me. I  
16          couldn't even find -- I couldn't tell you. They  
17          wouldn't tell me what it was for.

18          **Q. Okay. So let me see if you and I can**  
19          **create a little bit of a cleaner record.**

20          A. Okay.

21          **Q. If I take the 2.4 million and I add 232,000**  
22          **to it, I end up with \$2,632,000.**

23                 **Is my math okay?**

24          A. Yeah, if that's what the math adds up to.

25          **Q. Okay. And that \$2,632,000, then that was**

1       **split between you and Mr. Wilkes, correct?**

2           A.     It was.

3                     And I thought it might be for the extra  
4       acreage up to the 2,112 acres, but they say no  
5       because this \$84 million thing came up and said  
6       you're paid out \$84 million and you get nothing on  
7       that, you know, so -- because I knew it wouldn't  
8       come out to exactly 1,950 acres.

9           **Q.     Okay.   So --**

10          A.     And I didn't know that, again, until  
11       November of 2009.

12                     I tried to find out what that was all  
13       about, but when Jon Lash sent me that letter in  
14       November 2009, then I finally saw a figure,  
15       2,112 acres.

16          **Q.     Those monies that you have received along**  
17       **with Mr. Wilkes, those have been received directly**  
18       **from the escrow company, correct?**

19          A.     Yes.

20          **Q.     There has not been any checks that have**  
21       **been issued to you from Pardee Homes of Nevada?**

22          A.     No.

23          **Q.     Or any other Pardee company?**

24          A.     Not that I can remember.

25          **Q.     And none of the checks have come to you**

1 from CSI or any CSI affiliate?

2 A. Not that I can remember.

3 Q. So, in other words, it's the escrow agent  
4 sending you a commission check along with your  
5 understanding sending a commission check to  
6 Mr. Wilkes as well, correct?

7 A. Yes.

8 MS. LUNDVALL: All right. We've been going  
9 about an hour, almost an hour and a half. I'm going  
10 to take a short break here if that's okay and come  
11 back in about ten minutes.

12 (Thereupon, a break was taken.)

13 A. I don't know where I am on the money, so  
14 I'm going to yellow that one, also.

15 Q. Okay. So after the break and having an  
16 opportunity to speak with your counsel, then  
17 you're --

18 A. No.

19 Q. Let me finish my question.

20 -- adding some additional highlight, is  
21 that correct?

22 A. Okay. But when we were in here, I told you  
23 I didn't know where I was with the money. It was a  
24 complete mystery to me where some of that money  
25 went. So that's the reason I probably should have

1 done that one right here.

2 Q. Okay. During the break, did you have an  
3 opportunity to speak with your counsel?

4 A. Yes.

5 Q. Was highlighting one of the topics of  
6 discussion?

7 I don't want to know what the specifics  
8 are. I just want to know generally if it was one of  
9 the topics of discussion?

10 MS. BROOKHYSER: I've going to object to  
11 that as attorney/client privilege and instruct you  
12 not to answer.

13 BY MS. LUNDVALL:

14 Q. All right. Let's walk through this  
15 agreement if we could a little bit. I'm going to  
16 start at the top.

17 September 1 of 2004 is the date on this?

18 A. Yes.

19 Q. And it looks like your signature was  
20 notarized on the 6th of September, is that correct?

21 A. That's what it was.

22 Q. And it looks like Mr. Wilkes' was notarized  
23 on the 4th of September, is that right?

24 A. Yes.

25 Q. And did you understand Mr. Wilkes to be

1 signing on behalf of General Realty Group, Inc. at  
2 the time?

3 A. That's where he was, right.

4 Q. Okay. Taking your attention back to page  
5 one, it makes reference as we start, there's a "re"  
6 line or a subject line to this commission agreement?

7 A. This right here?

8 Q. See where it says R-E?

9 A. Oh, yes.

10 Q. Your counsel has now pointed out to you --  
11 and I know that she's trying to be helpful, but I'm  
12 going to hopefully try to help you do so so she  
13 doesn't have to. Okay?

14 A. Okay.

15 Q. All right. It makes reference to an Option  
16 Agreement For the Purchase of Real Property and  
17 Joint Escrow Instructions dated as of June 1 of 2004  
18 as amended. And then it makes reference to the  
19 option agreement as a shorthand way of referring to  
20 it between Coyote Springs Investment, LLC, Coyote  
21 and Pardee Homes of Nevada, Pardee.

22 Did I read that right?

23 A. Yes.

24 Q. All right. Now, you indicated to me that  
25 you weren't aware of which amendments had been



1 entered into as of September 1 of 2004, is that  
2 correct?

3 A. Yeah, I don't remember those amendments.

4 Q. Let's see if I can help refresh your  
5 recollection.

6 What I want you to do is to make sure you  
7 put this page here back in the stack there that's  
8 Exhibit 1.

9 A. All right.

10 (Exhibit No. 2, Option Agreement For the Purchase of  
11 Real Property and Joint Escrow Instructions marked.)  
12 BY MS. LUNDVALL:

13 Q. Now, Mr. Wolfram, I'm going to hand you  
14 what's been marked Exhibit 2 to your deposition.  
15 Feel free to spend as much time with that as you'd  
16 like.

17 But the title of this document is Option  
18 Agreement For the Purchase of Real Property and  
19 Joint Escrow Instructions.

20 Do you see where I'm making reference?

21 A. Yes, at the top.

22 Q. At the top on Exhibit 2?

23 A. Yes.

24 Q. And this particular option agreement then  
25 bears a date of May of 2004, correct?

1 A. Yes, that's what it says.

2 Q. And this is the option agreement then May  
3 of 2004 between Coyote Springs Investment, LLC and  
4 Pardee Homes of Nevada as the buyer, correct?

5 A. Yes.

6 Q. Okay. Now, I'm going to go back and forth  
7 between a couple of these documents and I want to  
8 make sure you and I follow along and we're on the  
9 same page.

10 If you go back to Exhibit No. 1, which is  
11 your commission letter, that very first paragraph it  
12 makes reference that, it says: Except as otherwise  
13 defined herein, the capitalized words used in this  
14 agreement -- meaning the commission letter -- shall  
15 have the meanings as set forth in the option  
16 agreement.

17 Do you see where I read?

18 A. I do.

19 Q. And you understood that, if there was some  
20 capitalized words in your commission letter, that  
21 they have the same meaning then as in the option  
22 agreement, correct?

23 A. Yeah, I didn't remember that, but -- well,  
24 I read it. I understand what you're saying there.  
25 If there's capitalized words, they have the same

1 meaning as the option agreement.

2 Q. Okay. And let me mark a couple of  
3 additional exhibits, see if I can help you out here  
4 a little bit.

5 (Exhibit No. 3, Amendment to Option Agreement For  
6 the Purchase of Real Property and Joint Escrow  
7 Instructions, marked.)

8 BY MS. LUNDVALL:

9 Q. Mr. Wolfram, I'm going to hand you what's  
10 been marked Exhibit 3 to your deposition. Exhibit 3  
11 is a document that's captioned Amendment to Option  
12 Agreement For the Purchase of Real Property and  
13 Joint Escrow Instructions.

14 Do you see that at the top of the page?

15 A. I do.

16 Q. And this particular amendment has the date  
17 of July 28th of 2004.

18 Do you see that?

19 A. Yes.

20 Q. And this is an amendment then between  
21 Coyote Springs and Pardee Homes, correct?

22 A. Correct.

23 Q. All right. And, quite obviously, the date  
24 of July 28th of 2004 is before your commission  
25 letter that's dated September 1 of 2004, correct?

1           A.    Yes.  
2           (Exhibit No. 4, Amendment No. 2 to Option Agreement  
3           For the Purchase of Real Property and Joint Escrow  
4           Instructions, marked.)

5           BY MS. LUNDVALL:

6           Q.    Let me hand you one more then.  Now,  
7           handing you what's been marked as Exhibit 4 to your  
8           deposition, Exhibit 4 to your deposition is titled  
9           Amendment No. 2 to Option Agreement For the Purchase  
10          of Real Property and Joint Escrow Instructions.

11          Did I read that correctly?

12          A.    Yes.

13          Q.    This bears the date of the 31st of  
14          August 2004, correct?

15          A.    It is it.

16          Q.    This is between Coyote Springs Investment,  
17          LLC and Pardee Homes of Nevada.

18          Do you see that?

19          A.    Yes.

20          Q.    And, once again, quite obviously, the date  
21          of August 31st, 2004 is before your commission  
22          letter then dated September 1 of 2004, correct?

23          A.    You know, I don't know if that's correct.

24          Q.    Well, your calendar I'm hoping is the same  
25          as mine.

1           **August 31st comes before September 1st,**  
2           **doesn't it?**

3           A.    In the back of my mind, I remember  
4           something in the latter part of September and I  
5           can't think of -- go ahead. In the back of my  
6           mind -- go ahead. It will come to me I think.

7           Q.    Well, I just want to clarify one thing  
8           though: August 31st comes before September 1st,  
9           right?

10          A.    Yes.

11          Q.    I know that sounds foolish, but sometimes  
12          attorneys have to ask foolish questions.

13          A.    There's --

14          MS. BROOKHYSER: There's no question  
15          pending.

16          THE WITNESS: What?

17          MS. BROOKHYSER: Everything you say is  
18          taken down on the record. So there's no question  
19          pending. Wait until a question is pending.

20          BY MS. LUNDVALL:

21          Q.    Now, I want to go back to Exhibit 1 if I  
22          could, sir.

23          A.    Okay.

24          Q.    See the beginning of the second full  
25          paragraph? It begins "In the event Pardee approves

1 the transaction during the contingency period."

2 A. Yes.

3 Q. Okay. That paragraph sets out what your  
4 commission payments were going to be, correct?

5 A. Yes, it appears.

6 Q. Okay. It reads -- and I'm just going to  
7 read it out loud and you tell me if I'm reading it  
8 right. "In the event Pardee approves the  
9 transaction during the Contingency Period, Pardee  
10 shall pay to you (one-half to each) a broker  
11 commission equal to the following amounts.

12 And then it sets out (i), (ii) and (iii).  
13 Correct?

14 A. Correct.

15 Q. I want to focus on (i) and (ii) to begin  
16 with. Pardee was going to pay four percent of the  
17 purchase property price payments made by Pardee  
18 pursuant to paragraph one of the option agreement up  
19 to a maximum of \$50 million?

20 A. Right.

21 Q. Did I read that correctly?

22 A. Yes.

23 Q. (ii) It then says "Pardee shall pay one and  
24 one-half percent of the remaining purchase property  
25 price payments made by Pardee pursuant to paragraph

1       one of the Option Agreement."

2               Did I read that correctly?

3       A.    Yes.

4       Q.    Okay. Now, purchase property price is  
5       capitalized, correct?

6       A.    Yes.

7       Q.    So that would tell me that we have to go to  
8       the option agreement then to look to see what that  
9       means, correct?

10      A.    I guess so, yes.

11      Q.    Okay. And it goes on to reference  
12      paragraph one of the option agreement, correct?

13      A.    Okay.

14      Q.    Okay. So what I want you to do now is pick  
15      up Exhibit No. 2 and let's see if we can find then  
16      what that definition is from the option agreement.

17               In Exhibit 2, if you go to page three, I'm  
18      going to make this suggestion so it makes it a  
19      little bit easier for you: You see at the very  
20      bottom of the page there's these Bates numbers? You  
21      see these numbers here at the PLTF?

22      A.    Yes.

23      Q.    All right. Those are numbers that  
24      attorneys put on there so it's easier to track the  
25      pages on documents. Okay?

1 A. Okay.

2 Q. I want you to start at page two, PLTF 2,  
3 and now we're under the first paragraph. Okay?

4 A. Yes.

5 Q. In the first paragraph you're going to see  
6 the definition of purchase property price on page  
7 three.

8 Go to paragraph (b).

9 A. Paragraph (b)?

10 Q. Yes.

11 A. Okay.

12 Q. All right. You see where I'm at there?

13 A. Yes.

14 Q. Okay. Paragraph (b) starts out "The  
15 purchase price of the Purchase Property -- which is  
16 capitalized -- (the "Purchase Property Price") --  
17 and that's all in caps -- shall be \$66 million,  
18 which shall be payable as follows.

19 And then there's a whole big long schedule  
20 below it.

21 Did I read that accurately, sir?

22 A. Yes.

23 Q. So in the original option agreement, the  
24 purchase property price was supposed to be  
25 \$66 million, correct?



1 A. Yes.

2 Q. Okay. And that is the amount under -- go  
3 back to Exhibit 1, that you were going to be paid  
4 under (i) and (ii), is that right?

5 A. Yes.

6 Q. And you got four percent on a portion of it  
7 and you got one and one-half percent on another  
8 portion, right?

9 A. Correct.

10 Q. Let's look to the amendments to see if  
11 there were any changes to the purchase property  
12 price. Okay?

13 A. Okay.

14 Q. So I want you now to go to Exhibit No. 3,  
15 which is the first amendment.

16 Feel free to spend as much time as you want  
17 to on there, but I will represent to you that I  
18 can't find any changes in the purchase property  
19 price in that first amendment, but feel free to take  
20 a look and see if I'm wrong.

21 A. What you're saying is the purchase property  
22 price is \$66 million?

23 Q. When they did their first amendment on  
24 July 28, 2004, it didn't change. It was still \$66  
25 million?

1 A. That's what you were saying.

2 Q. All right. Let's go to the second  
3 amendment though. The second amendment is found in  
4 Exhibit 4.

5 A. Exhibit 4. Okay. I got it.

6 Q. Okay. Exhibit 4 then is a second  
7 amendment. It bears the date of August 31st of  
8 2004?

9 A. Right.

10 Q. All right. I want you to go to page two of  
11 that exhibit, and if you take a look at the very  
12 top, it says "Paragraph 1(b) of the Agreement is  
13 hereby amended to read in its entirety as follows:"

14 Subsection (b) reads: The purchase price  
15 of the Purchase Property (the "Purchase Property  
16 Price") shall \$84 million, which shall be payable as  
17 follows:"

18 Do you see where I'm referencing?

19 A. I see what you're referencing.

20 Q. Okay. So you were to be paid then under  
21 (i) and (ii) certain percentages based upon that  
22 purchase property price under the option agreement  
23 as amended and that amount then was \$84 million?

24 A. Yes.

25 Q. You understood that that --

1 A. I see that.

2 But there's something still in my mind.  
3 That's the reason I'm not going to answer. I think  
4 this -- there was something signed in the middle of  
5 September and I don't know if it was on the  
6 \$84 million or what it was.

7 It was August 31st, and I found something  
8 that went back -- and I can't remember -- to the  
9 middle of September, and it was a conflict of when  
10 this August 31st signing was right here.

11 I just can't come up with it, but I found a  
12 conflict in that.

13 Q. Let me ask you this: The purchase property  
14 price went up across time?

15 A. Yes.

16 Q. And your percentage of commission was based  
17 upon that purchase property price?

18 A. Yes.

19 Q. So if the purchase property price went up,  
20 the amount of your commissions went up as well.

21 You understood, correct?

22 A. I understand what you're saying.

23 Q. You understood that concept, correct?

24 A. Yes. But what you're saying is -- what  
25 you're boiling it down to is we're paid off out of

1 the \$84 million, not on acres.

2 Q. All I'm reading is the contractual  
3 provisions that are found in the commission letter.  
4 Okay?

5 A. Okay.

6 Q. All right. What I want to do then is to  
7 turn your attention to the (iii) if we could. Okay?

8 A. Okay.

9 Q. Going back to Exhibit No. 1 --

10 A. All right.

11 Q. -- (iii) reads "Then, with respect to any  
12 portion of the Option Property -- which is  
13 capitalized -- purchased by Pardee pursuant to  
14 paragraph two of the Option Agreement, Pardee shall  
15 pay one and one-half percent of the amount derived  
16 by multiplying the number of acres purchased by  
17 Pardee by \$40,000."

18 Did I read that correctly?

19 A. Yes.

20 Q. All right. Let's go back then to see if we  
21 can find some of the definitions then of option  
22 property under paragraph two.

23 Let me ask you this though: You understood  
24 that (iii) dealt only with any of the properties  
25 that were purchased pursuant to paragraph two?

1           A.    Pursuant to paragraph two?  
2           Q.    Of the option agreement.  
3           A.    Of the option agreement?  
4           Q.    Look at the commission letter you've got in  
5   front of you, sir.  
6           A.    Okay. I'm not really following you.  
7           Q.    All right. Let me see if I can do a better  
8   job. My apologies.  
9                    It may be getting close to lunch, and both  
10   you and I may need to have a little lunch. Okay?  
11          A.    Okay.  
12          Q.    Let's start at (iii) on Exhibit Number 1.  
13          A.    I understand (iii).  
14          Q.    okay. (iii) gives you additional  
15   commission on any portion of the option property  
16   purchased by Pardee pursuant to paragraph two of the  
17   option agreement.  
18                   Do you see that?  
19          A.    Um-hmm.  
20          Q.    Is that a yes?  
21          A.    Yes.  
22          Q.    Okay. So if, in fact, Pardee purchases  
23   option property from paragraph two under the option  
24   agreement, then you're going to get a piece of that  
25   action, right?

1 A. Yes.

2 Q. Okay. But if Pardee doesn't purchase any  
3 option property under paragraph two --

4 THE WITNESS: Is this what she's saying is  
5 paragraph two?

6 MS. BROOKHYSER: If you have a question,  
7 ask her.

8 A. I'm sorry. Show me what you're referring  
9 to as paragraph two.

10 Q. What I'm referring to is we're on Exhibit  
11 No. 1.

12 A. Okay.

13 Q. Exhibit No. 1, (iii).

14 A. Okay.

15 Q. Follow along with me. It says "Then with  
16 respect to any portion of the Option Property  
17 purchased by Pardee pursuant to paragraph two of the  
18 Option Agreement?

19 A. Okay.

20 Q. Are you following me up to there?

21 A. I am at paragraph two of the option  
22 agreement.

23 Where is paragraph two of the option  
24 agreement?

25 Q. Paragraph two of the option agreement is

1 found in Exhibit No. 2.

2 A. Okay.

3 Q. All right. I want to stick though as far  
4 as with your Exhibit 1?

5 A. Okay. Go ahead.

6 Q. It does on to say "Pardee shall pay one and  
7 one-half percent of the amount derived by  
8 multiplying the number of acres purchased by Pardee  
9 by \$40,000."

10 Do you see where I'm at there?

11 A. Yes.

12 Q. So that means that you understood that, if  
13 Pardee purchased additional option property, that  
14 you were going to get additional commission?

15 A. Absolutely.

16 Q. Okay. But if Pardee didn't purchase  
17 additional option property, then you wouldn't get  
18 additional commission?

19 A. It depends on what you call option  
20 property.

21 Q. Well, we're going to work through that, but  
22 we have definitions found within the commission  
23 letter and definitions found within the option  
24 agreement, correct?

25 A. Yes.

1           Q.   And you understood that you were bound by  
2           those definitions, correct?

3           A.   Yes.

4           Q.   Okay. Now, my question to you is: Do you  
5           have any evidence that, in fact, Pardee has  
6           purchased any option property pursuant to paragraph  
7           two of this option agreement?

8           A.   I have no evidence because nobody gives me  
9           anything.

10          Q.   Okay.

11          A.   Okay. But --

12          Q.   Now, my next question is: Are you aware  
13          that Pardee has not purchased any option property  
14          pursuant to paragraph two of the option agreement?

15               MS. BROOKHYSER: Objection, assumes facts  
16          not in the record.

17          BY MS. LUNDVALL:

18          Q.   Go ahead.

19               MS. BROOKHYSER: You can answer.

20          A.   The property that is purchased by Pardee --  
21          here's what gets confusing: I never have even had a  
22          map of what the original purchase was. I don't know  
23          the acres. I don't know what was taken down. I  
24          don't have anything.

25               You're asking me these questions. I didn't



1 have a parcel number. I didn't have anything from  
2 Pardee to show what properties were taken down. I  
3 don't know what they were.

4 Q. Do you have --

5 A. I don't have a clue.

6 Q. Let me ask you this question: Do you have  
7 any option property deeds that have been filed in  
8 either Clark County or Lincoln County?

9 A. Do I have option --

10 Q. Yes.

11 A. No.

12 Q. You understand that deeds are a matter of  
13 public record, correct?

14 A. Yeah. I went down to the recorder's office  
15 because I could get no information from Pardee. I  
16 spent hours down there. I know you've seen my map.

17 I came up with properties and I was trying  
18 to figure out what the 1,950 acres was. I couldn't  
19 find out what the parcel numbers were. I didn't  
20 have any of that. It took me hours with those  
21 people down there to find out what I found on that  
22 map. And until I got that map, nobody would even  
23 talk to me.

24 Q. Okay. My question to you though is a  
25 little bit simpler: In your research, whether it be

1       Clark County or Lincoln County, did you find any  
2       option property deeds that went back and forth  
3       between CSI and Pardee?

4           A.    No.   That wasn't the way I did the map, but  
5       still --

6           MS. LUNDVALL:  I'm going to go ahead and  
7       take our lunch break.  Based upon our agreement,  
8       we'll come back at 1:15.

9           (Thereupon, a break was taken.)

10       BY MS. LUNDVALL:

11           Q.    Mr. Wolfram, are you ready to go?

12           A.    Yes.

13           Q.    Do you understand you continue to be under  
14       oath?

15           A.    Yes.

16           Q.    Is there anything from the lunch break that  
17       would prevent you from answering my questions  
18       truthfully?

19           A.    No.

20           Q.    Let's go back to some of the documents you  
21       have in front of you.

22           A.    Okay.

23           Q.    Before we went to lunch, you were looking  
24       for a definition of option property.

25                   Do you recall when you asked me that

1 question?

2 A. Yes.

3 Q. And I said I'd get to that and show you in  
4 the documents. Let me see if I can help you out.

5 A. Okay.

6 Q. What I want you to do is pick up Exhibit 2.

7 A. Okay.

8 Q. Exhibit 2 is the option agreement between  
9 CSI and Pardee. If you look at the very bottom of  
10 page one and it continues over to page two, I'm  
11 going to read aloud the portion that I'm going to  
12 make reference to because that gives you then the  
13 definition of option property. Okay?

14 A. Okay.

15 Q. The very bottom, four lines up, it starts  
16 "buyer's option to purchase the remaining portion...  
17 Do you see that?

18 A. Yes, I do,

19 Q. ...the remaining portion of the Entire Site  
20 which is or becomes designated for single-family  
21 detached production residential use, as described  
22 below (the "Option Property") -- which is  
23 capitalized -- in a number of separate phases  
24 (referred to herein collectively as the "Option  
25 Parcels" and individually as an "Option Parcel")

1 upon the terms and conditions hereinafter set  
2 forth."

3 Do you see where I'm making reference?

4 A. Yes.

5 Q. That gives you the definition then of the  
6 option property. All right?

7 A. Yes.

8 Q. And, once again, you're not aware or at  
9 least let me ask you this: Are you aware that  
10 Pardee has never taken down any of the option  
11 property?

12 A. I'm not aware.

13 Q. All right. I'm making that representation  
14 to you here today that Pardee has not taken down any  
15 of the option property and will be able to get you  
16 an affidavit or declaration from the party  
17 representatives themselves. Okay?

18 Let me continue on as far as with a couple  
19 of additional questions that I have.

20 A. Okay. You say they haven't taken down the  
21 option property, right?

22 Q. Yes, sir.

23 A. I don't know that I agree with everything,  
24 but let's go ahead.

25 Q. Well, as you sit here today, you don't have

1 any evidence to suggest that they have exercised and  
2 taken down any of the option property, do you?

3 A. No. They don't give me any information.

4 Q. Okay. Turning your attention then back to  
5 the Exhibit No. 1, which is the commission letter in  
6 front of you.

7 A. Okay.

8 Q. I want you direct your attention then to  
9 page two if I could, please.

10 A. All right.

11 Q. I want to focus on the paragraph that you  
12 highlighted, which is that second full paragraph.  
13 I'm going to read it out loud for purposes the  
14 record.

15 "Pardee shall provide to each of you a copy  
16 of each written option exercise notice given  
17 pursuant to paragraph two of the Option Agreement,  
18 together with information as to the number of acres  
19 involved in the scheduled closing date."

20 Did I read that correctly?

21 A. You did.

22 Q. Now, you haven't received any written  
23 option exercise notices from Pardee, correct?

24 A. I've received nothing.

25 Sorry.

1           Q.    No apologies necessary.  Sometimes I forget  
2           to turn off my cell phone, too.

3                    Just to clarify, you have not received any  
4           written option exercise notices from Pardee,  
5           correct?

6           A.    Correct.

7           Q.    And maybe this is a common sense question,  
8           but if Pardee hadn't taken down any of the option  
9           property pursuant to paragraph two, then there would  
10          be no written option exercise notices to send to  
11          you.

12                   Would you agree with that?

13                   MS. BROOKHYSER:  Objection, incomplete  
14          hypothetical.

15          A.    I am so confused on that option property,  
16          what they might be doing, as to what they're not  
17          doing.  I can't answer that question.

18          Q.    Okay.  I guess what I'm looking for is  
19          possibly a double negative, but if you assume just  
20          for the sake of argument, all right, if they haven't  
21          taken down any option of property pursuant to  
22          paragraph two, then they had no obligation to give  
23          you any notices?

24          A.    Well, let me put it this way:  Not just the  
25          option property, I don't even have anything on the

1 takedowns on the original property. I don't have  
2 anything.

3 Q. Can you stick to my question though first?

4 A. Explain it again.

5 Q. Okay. If they haven't taken down any of  
6 the option property pursuant to paragraph two, then  
7 they wouldn't have had any obligation to give you  
8 any notices of what they haven't done?

9 A. If they didn't, okay, but I'm not in  
10 complete agreement with that.

11 Q. I understand. I'm just saying for the sake  
12 of argument.

13 A. Okay.

14 Q. All right. The second sentence in here  
15 reads "In addition, Pardee shall keep each of you  
16 reasonably informed as to all matters relating to  
17 the amount and due dates of your commission  
18 payments.

19 Do you see where I'm at?

20 A. Yes.

21 Q. Did I read that correctly, sir?

22 A. What?

23 Q. Did I read that correctly?

24 A. Yes, you did.

25 Q. Okay. Now, you've got two different pieces

1 of information that were required then from Pardee.

2 Do you see that in this paragraph?

3 A. Yes.

4 Q. Okay. So if, in fact, they had taken down  
5 option property, then they had the duty to give you  
6 those notices, correct?

7 A. Should have, right.

8 Q. And then they were also supposed to keep  
9 you reasonably informed as to the amounts and the  
10 due dates of your commission payments, correct?

11 A. Yes.

12 Q. All right. And the commission payments  
13 under paragraph (i) and (ii) on the front portion of  
14 the page, those were based upon the percentage of  
15 the purchase property price, correct?

16 A. Yes.

17 Q. All right. I want to go down to the next  
18 portion on page two that you highlighted, and that  
19 is the section then that reads "In the event any sum  
20 of money due hereunder remains unpaid for a period  
21 of 30 days, said sum shall bear interest at the rate  
22 of ten percent per annum from the date due until  
23 paid."

24 Did I read that correctly?

25 A. Yes.



1           Q.    As you sit here today, do you know of any  
2           sum of money that is due to yourself?

3           A.    I suspect because I was overpaid some  
4           money. I don't have a clue what it went to.

5           Q.    All right. Do you think that this  
6           particular portion then runs both ways?

7           A.    What do you mean runs both ways? I don't  
8           understand.

9           Q.    If you got more money than what you were  
10          supposed to have received and you're obligated to  
11          pay it back, do you think you have to pay interest  
12          on it as well under this provision?

13          A.    I don't know. I'm not an attorney.

14          Q.    Makes sense though, doesn't it?

15          A.    What was that extra money for?

16          Q.    I'm asking you, do you think that this  
17          particular provision runs both ways, Mr. Wolfram?

18          A.    I don't want to answer that question  
19          because I'm not -- legally, I don't -- I don't  
20          understand legalities like you do, and I'm not  
21          certain until I know how it was going to run both  
22          ways or what was involved with the money. If I knew  
23          that, then I could probably answer your question,  
24          but since I don't, I can't answer your question.

25          Q.    The second sentence here reads "In the

1 event either party brings an action to enforce its  
2 rights under this agreement, the prevailing party  
3 shall be awarded reasonable attorneys' fees and  
4 costs.

5 Did I read that correctly?

6 A. You did.

7 Q. All right. Now, you have brought an action  
8 under this agreement, correct?

9 A. Correct.

10 Q. All right. And do you understand that, if  
11 you win, that you might be entitled to reasonable  
12 attorneys' fees and costs?

13 A. Legally, I don't know how these things go  
14 with attorneys. I don't know if they award part to  
15 some and part to the other because of the way the  
16 transaction went, so I don't want to answer that  
17 question because I don't understand.

18 Q. Do you also understand that if you lose, if  
19 it's determined that Pardee is the prevailing party,  
20 that you may have to pay their attorneys' fees and  
21 costs as well?

22 A. May.

23 Q. Do you have that understanding?

24 A. Um-hmm.

25 Q. Is that a yes?

1           A.   Well, it's not a yes because, like I say,  
2   there may be instances in there that might make  
3   those things change.

4           Legally, I don't know all the things you  
5   attorneys know, and I don't want to put myself on  
6   the line to say something like that when I don't  
7   know legally how it would come out with a judge or a  
8   jury or anything.

9           (Exhibit No. 5, Amended Complaint, marked.)

10          BY MS. LUNDVALL:

11          Q.   Mr. Wolfram, we're now getting into the  
12   portion where a lot of people find it tedious. I'm  
13   going to go through a series of documents with you.  
14   Okay?

15          A.   Okay.

16          Q.   I'm going to hand you what's been marked as  
17   Exhibit 5 to your deposition.

18               Exhibit 5 to your deposition is a copy of  
19   the Amended Complaint. It's the operative complaint  
20   in this case.

21               My first question to you is whether or not  
22   before this was filed if you had an opportunity to  
23   see this, sir?

24          A.   What's the date on this?

25          Q.   If you look on page one in the upper

1 right-hand corner, it was filed on January 14th of  
2 2011.

3 A. Yes.

4 Q. Okay. So before this was put on file on  
5 your behalf, then you were given an opportunity to  
6 take a look at this?

7 A. Yes.

8 Q. Did you make any changes then before the  
9 document was filed?

10 A. I made no changes. I trust my attorney.

11 Q. And you authorized your attorneys to file  
12 this on your behalf?

13 A. Um-hmm.

14 Q. Is that a yes?

15 A. Yes.

16 Q. As before, sir, I don't intend any  
17 disrespect.

18 A. I know. I understand.

19 Q. Okay. Sir, I'm going to direct your  
20 attention to -- there's no page numbers on this  
21 Amended Complaint, so you have to count back with  
22 me. I want you to go back to page four of Exhibit  
23 No. 4, please.

24 A. Okay.

25 Q. No. 5. Excuse me.

1       **concerning the retention of Mr. Jimmerson's firm?**

2           A.     The terms what?

3           **Q.     Tell me what the terms of your engagement**  
4       **of Mr. Jimmerson's firm are.**

5           A.     I asked Mr. Jimmerson, I explained to  
6       Mr. Jimmerson --

7           MS. HANSEN: I don't want you to talk about  
8       anything you talked about. If you don't understand  
9       the question, just tell her you don't understand.  
10      But you can't talk about anything you talked about  
11      to me, Amanda or Jim.

12          THE WITNESS: I can't?

13          MS. HANSEN: No. It's attorney/client  
14      privilege. I don't want you to talk about that.

15          A.     Well, then I can't talk about that.

16          **Q.     Well, tell me, are they on a contingent**  
17      **basis with the law firm?**

18          THE WITNESS: Am I allowed to answer that?

19          MS. HANSEN: Yes, you can.

20          A.     Yes. I just pay for it as I go along.

21          **Q.     Okay. So, in other words, it sounds like**  
22      **they have an hourly rate that you pay the attorneys**  
23      **at the law firm, is that right?**

24          A.     Um-hmm.

25          **Q.     Is that yes?**

1 A. Yes.

2 Q. They send you a billing statement?

3 A. Yes.

4 Q. On that billing statement it identifies  
5 then the amount of time the attorneys have worked on  
6 your behalf?

7 A. Yes.

8 Q. And then you pay that on a monthly basis?

9 A. Whenever the bill comes.

10 Q. Or at least they hope you pay that, is that  
11 right?

12 A. Yes.

13 Q. Can you tell me what the rates are for the  
14 attorneys, what the hourly rates are?

15 MS. HANSEN: What is the relevance of that,  
16 counsel?

17 MS. LUNDVALL: You've asked for attorneys'  
18 fees in the complaint. There's a provision as far  
19 as within the commission letter for attorneys' fees  
20 and so you've placed it at issue.

21 MS. HANSEN: Okay. Do you know what the  
22 rates are?

23 THE WITNESS: I think they went up from  
24 when I started, but I don't remember what it is now,  
25 but I think they did go up from when I first

1 started.

2 BY MS. LUNDVALL:

3 Q. Give me some ballparks. Okay?

4 THE WITNESS: Is it okay?

5 MS. HANSEN: Yes, you can.

6 A. I think Jim is \$550 an hour, and I think  
7 somebody is \$450 an hour. And beyond that, I don't  
8 know. I just -- I don't even care. I just pay it  
9 when it comes in.

10 Q. Are you splitting the attorneys' fees with  
11 Mr. Wilkes in this case?

12 A. I am.

13 Q. Okay. Do you get one bill and the two of  
14 you split, or is that split already done by the law  
15 firm?

16 A. It's generally one bill, but I split it and  
17 Walt and I pay our share.

18 Q. Approximately how much have you paid thus  
19 far to the law firm?

20 THE WITNESS: Is that relevant?

21 MS. HANSEN: Yes, you can answer.

22 A. I don't even know.

23 MS. HANSEN: Don't guess. Only if you  
24 know.

25 THE WITNESS: Well, I don't know then. If

1 I can't guess, I don't know.

2 BY MS. LUNDVALL:

3 Q. I'm looking for some ballparks, sir.

4 A. For me, what \$10,000? I don't know.  
5 \$8,000, \$10,000. That's ballpark. I'd have to sit  
6 down and figure it out.

7 Let's just go with that. You're asking me  
8 something I really don't know.

9 Q. All right. And then would it be fair for  
10 me to understand then that Mr. Wilkes, too, has paid  
11 somewhere around \$8,000 to \$10,000 if the two of you  
12 are splitting?

13 A. He's paid the same as I paid.

14 Q. Are you familiar with a company called  
15 Wolfram & Pezzano, LLC?

16 A. Yes.

17 Q. Is that still an active company?

18 A. No.

19 Q. What was its purpose when it was active?

20 A. I built some mini storages up on West  
21 Sahara and that was our company, West Sahara Mini  
22 Storage. I had a little over a thousand units at  
23 Torrey Pines and West Sahara.

24 Q. So the company, Wolfram & Pezzano, then  
25 owned the storage unit?



1           A.    Yeah.  We put it under a -- what do you  
2           call it?

3           **Q.    Limited liability company?**

4           A.    Yes, that's what I was trying to think of.  
5                    You've got to remember I'm going on 74  
6           here.  It doesn't come quick sometimes.  
7                    Go ahead.

8           **Q.    Who was Pezzano?**

9           A.    He was a gentleman I met here one time.  He  
10          had some land.  I had taken him out and shown him  
11          some property, what have you, and I liked Joe.

12                   We got together and figured that we'd like  
13          to do a transaction together, see what we could do.  
14          So we bought ten acres at the corner of West Sahara  
15          and Torrey Pines.

16                   On the front of that ten acres we put the  
17          shopping center that sits there today, and on the  
18          back five of that ten, we put the mini storages.

19           **Q.    Now, you indicated it's no longer an active**  
20          **company, is that correct?**

21          A.    No.  I've sold.  Everything is done.

22           **Q.    When you sold it, did you turn a profit on**  
23          **that transaction?**

24          A.    Yes.

25           **Q.    What was the percentage split between you**

1       **and Mr. Pezzano?**  
2           A.    Equal.  
3           Q.    50/50?  
4           A.    50/50.  
5           Q.    Okay.  Are you familiar with a company  
6       **called Sovereignty Investment?**  
7           A.    What is it?  
8           Q.    S-O-V-E-I-G-N-T-Y.  
9           A.    I don't have a clue what that is right now.  
10          Can you refresh my memory on something  
11       there?  
12          Q.    If I run a public search through the  
13       **Secretary of State website, it identifies different**  
14       **companies that you've had prior affiliation with,**  
15       **and that's one of the companies that comes up, so**  
16       **that's why I was asking you some questions about**  
17       **that.**  
18          A.    I don't remember that.  
19          Q.    Okay.  What about Maverick Financial  
20       **Services?**  
21          A.    I don't remember that either.  
22          Q.    All right.  So you don't have any  
23       **recollection --**  
24          A.    These came up in my name?  
25          Q.    Yes, sir.  Feel free to run your own search

1 and cross-validate the information.

2 A. It must not have been important because I  
3 don't remember.

4 Q. It also came up, there's a UCC filing in  
5 favor of First Republic Mortgage against you and  
6 multiple assets you owned.

7 Can you tell me what that's about?

8 A. Let me think what you're -- let's go back  
9 to that, what was the first one you asked me?

10 Q. You want me to write it down?

11 A. No, no.

12 Q. The first one I asked you about was  
13 Wolfram & Pezzano?

14 A. Okay. I got that.

15 MS. LUNDVALL: And then, for purposes of  
16 the record, I wrote the name of Soveignty Investment  
17 proper spelling and I placed that in front of  
18 Mr. Wolfram.

19 BY MS. LUNDVALL:

20 Q. That was the second one I asked you about.

21 A. I don't remember Soveignty Investment. If  
22 I was involved, it has to have another name. I  
23 don't recall what that is.

24 Q. Back to my question about First Republic  
25 Mortgage, can you tell me why they have a UCC filing

1       **against you and various of your assets?**

2           A.    Tell you what that is, we finally got out  
3       from under that. There was gentleman by the name of  
4       Greg Parker who came in with Pezzano and I on the  
5       shopping center on the ten acres up on West Sahara.

6                He had strong financial statements or what  
7       have you -- or we thought that he did, but we made a  
8       mistake. He had a partner at the time and his  
9       partner was the strong financial statement.

10               We got in there with him, and he is the one  
11       that was developing the center and the mini  
12       storages, and he was going to take a portion. He  
13       came up with the money. He had to put the loan on  
14       the property. He had to do everything.

15               When we signed a contract with that guy,  
16       his partner -- and I forget what his partner's name  
17       was -- was out of it, and we noticed that he was out  
18       of it and Greg's, his financials weren't that --  
19       well, he had some money. He went to Germany and  
20       lost a whole bunch of money. He tried to set up a  
21       couple businesses over in Germany. He lost  
22       everything and he came back.

23               This guy was the biggest headache to us  
24       getting a loan that you ever saw in your life. We  
25       finally got rid of him.

1 But it was his job, if he was staying  
2 involved, to put the financing on the property and  
3 do that, but headache.

4 **Q. When you say you finally got out from**  
5 **underneath that, how did you do that?**

6 A. We told him we were going to take him to  
7 court, he may as well leave on his own because we  
8 were going to take him to court.

9 He wasn't paying people. We didn't even  
10 know it. He was getting all of the documentation.

11 We went over and I guess you might say kind  
12 of threatened him a little bit, we're going to court  
13 if you don't get out.

14 He walked away from it and we took it over  
15 ourselves and completed the center and the mini  
16 storages and everything worked out all right after  
17 we got him out of there. But he went through  
18 numerous financial institutions, I don't even know  
19 how many, but he wasn't strong enough to get a loan.

20 **Q. Are you aware that First Republic Mortgage**  
21 **still has a UCC filing against you and various**  
22 **assets?**

23 A. No.

24 **Q. Maybe having the deposition might help you**  
25 **clear some of that up a little bit?**

1 A. Yeah.

2 Q. Sir, what preparation have you done for  
3 purposes of the deposition today?

4 A. I've tried to see what information I have,  
5 but to be honest with you, I don't have very much  
6 information. Nobody ever would give me anything.  
7 I'd call and ask. But I don't have much.

8 BY MS. LUNDVALL:

9 Q. Tell me what you did take a look at.

10 A. Commission letter. I have -- you know, we  
11 dickered back and forth and finally ended up with  
12 this commission letter. That's what we ended up  
13 with.

14 Q. Okay. Anything else you took a look at to  
15 prepare yourself for the deposition?

16 A. Well, whatever papers I did have, I have  
17 some letters that Mr. Jimmerson sent. I have a few,  
18 you know, documents. I don't remember which ones  
19 they all are. I just went to my file. It's not a  
20 real big file but --

21 Q. Big is kind of a --

22 A. I studied what I had like anybody else  
23 would. That's what I did.

24 Q. Okay. So you went to the documents you did  
25 have, and you indicated that was found in a file I

1       **take it?**

2           A.    You take what?

3           **Q.    It was found in a file, is that right?**

4           A.    Yeah, I had a file on this and what we were  
5       trying to do. I don't have files on Coyote Springs  
6       between Harvey and Jon. I don't have very much  
7       stuff from them at all period.

8           **Q.    You're referring to Harvey Whitemore?**

9           A.    Yes.

10          **Q.    Referring to Jon Lash?**

11          A.    Yes.

12          **Q.    Okay. These documents that you went to**  
13       **take a look at, do you have them as far as at your**  
14       **home?**

15          A.    Yes.

16          **Q.    All right. Tell me -- big is a relative**  
17       **term. Okay?**

18                **Tell me how fat your file is.**

19          A.    It's not very fat. Very small. If you're  
20       saying big as compared to small, it's small.

21          **Q.    Okay. Well, tell me how small it is then.**

22                **Is it an inch? Is it a couple inches?**

23       **Does it take up a whole file drawer?**

24                **Tell me what you got.**

25          A.    It's not an inch.

1 Q. It's not an inch?

2 A. No.

3 Q. And those materials that you have in your  
4 file, have you shared those with your attorneys?

5 A. Yes.

6 Q. Everything that's in your file have you  
7 shared with your attorneys?

8 A. I had to. That's the reason I got  
9 Mr. Jimmerson. I had to give him that stuff so he  
10 could help me out.

11 Q. How is it you came to be involved with  
12 Coyote Springs Investment, LLC?

13 A. Jon Lash was looking for a large property.  
14 They were looking for a large property to develop.  
15 He asked us -- when I say "us," Walt Wilkes and  
16 myself -- if we could find something.

17 We knew of a few properties. We went over  
18 to White Hills across the dam, across Boulder Dam.  
19 We had that in escrow. It didn't work out between  
20 Leonard Mardian, the owner, and Jon Lash. They got  
21 to the point where they just couldn't work together  
22 any more and that one went down.

23 So then Jon asked us, said, what else you  
24 got? We went to Sandy Valley and did extensive work  
25 on all of the private ownership up there.



1 We could come up with a bunch of land like  
2 he wanted in Sandy Valley, but there was a water  
3 rights issue. And that one went down because I  
4 guess the Petersons were buying up all water rights  
5 and taking them up to Stateline up in that area. So  
6 we left that one because of a water rights issue.

7 Coyote Springs, I'd been calling Harvey on  
8 Coyote Springs. I knew someday that was going to be  
9 available. Harvey is a very smart man. I knew he  
10 was going to get his water someday, and I would call  
11 and I said, I told Jon we have another one.

12 I called Harvey. He said, yeah, we have  
13 our water rights more or less straightened out now.  
14 I told him I had a buyer. He said fine. I told him  
15 Pardee. I went to Jon. Jon -- we put them  
16 together, sat down and had a mutual agreement.

17 **Q. And for purposes of my record today, when**  
18 **you make reference to Jon, you're referring to Jon**  
19 **Lash, correct?**

20 A. I am.

21 **Q. And when you make reference to Harvey,**  
22 **you're referring to Harvey Whitemore?**

23 A. Harvey Whitemore.

24 **Q. How is it that you knew Mr. Lash?**

25 A. We've done -- Pardee owns a lot of land in

1 Las Vegas, and Walt and I were in the land business.  
2 We had talked to him on different parcels of land  
3 and property, you know, trying to bind some land for  
4 him or from him if he had lots that he wanted to  
5 sell, that type of thing.

6 Q. Now, you and Mr. Wilkes, then had you  
7 previously done sales either to or from Pardee?

8 A. Did we sell any of his property, do you  
9 mean?

10 Q. Yes.

11 A. I don't think we sold any of his.

12 Q. How about acquiring property for Pardee?

13 A. Let me see if we acquired. I'm not certain  
14 if for this one. I really don't remember on that.  
15 I'm not certain if for this one we acquired any land  
16 for him or not. I really don't remember.

17 Q. I guess what I'm getting to, did you have  
18 any other kind of commission letters with Pardee  
19 Homes of Nevada?

20 A. It was verbal. We just talked with Jon.  
21 He'd come over and we'd meet with Jon, but it wasn't  
22 anything done that I can remember offhand in  
23 writing. If there was, I don't remember.

24 Q. I take it then also you wouldn't recall  
25 whether or not there was any disputes then over any

1 prior commissions concerning the other transactions?

2 A. No, no disputes.

3 Q. You had a good working relationship with  
4 Mr. Lash?

5 A. Certainly did.

6 Q. Okay. And then describe for me how --

7 A. Before, before Coyote Springs was  
8 consummated. I couldn't get any information after  
9 it was consummated. It just kind of just went away,  
10 the relationship, as far as doing things.

11 Q. Turning your attention then to  
12 Mr. Whitmore, how is it that you came to know  
13 Mr. Whitmore?

14 A. What, please?

15 Q. How is it that you came to know  
16 Mr. Whitmore?

17 A. That parcel of land, I watched that parcel  
18 of land he had. He had partners in it. I watched  
19 him buying them out.

20 I just kept track of what was going on over  
21 the years because I knew that thing was going to  
22 come up some day, and I felt that water basin up  
23 there had all the water, never been tapped, I knew  
24 it was going to come up for sale and I just kept  
25 following it.

1           Q.    When you say that you kept following it,  
2           are you talking about through the newspaper as well  
3           as the public record?

4           A.    You read things in the newspaper, but  
5           mostly I'd just call Harvey. It's been several  
6           times I called him.

7           Q.    Harvey liked to talk about his project,  
8           didn't he?

9           A.    I just talked about his project: Do you  
10          have water yet? Is it ready for sale?

11          He'd just say, no, it's not ready for sale  
12          because it wasn't ready. But this time when I  
13          called him, it was ready.

14          Q.    So I take it somewhere along line then you  
15          put Mr. Lash and Mr. Whitemore together?

16          A.    Yes.

17          Q.    Okay. And tell me what you did then after  
18          you put the two of them together.

19          A.    Well, we put them together, and Walt and I  
20          sat in early on, but then Jon Lash said they didn't  
21          want Harvey to think we're ganging up on him.

22          He asked us, says, I'm bringing a bunch of  
23          attorneys and what have you, and I'd prefer that he  
24          doesn't feel like he's getting ganged up. Our  
25          attorneys are probably going to take over from here

1        anyway. We would prefer maybe that you don't come  
2        to the meetings.

3                That's basically what happened.

4                **Q. Why don't you describe at least the first**  
5        **meeting when you put Mr. Lash and Mr. Whitemore**  
6        **together?**

7                A. Well, I can't remember everything, but to  
8        the best of my recollection, they went in, they  
9        talked about the water, they talked about the  
10       acreage.

11               There was going to be a land swap because  
12       there was public land right in the middle of the  
13       original tract. They talked about that.

14               They talked about water rights and those  
15       types of things.

16               **Q. Where was the meeting held?**

17               A. At Pardee offices out off of -- their  
18       offices over on the southeast side.

19               **Q. Okay. And who do you recall being in**  
20       **attendance at those meetings?**

21               A. Cliff Andrews, who is Jon Lash's right-hand  
22       man over here, Harvey and Walt and myself.

23               **Q. Did the Pardee folks seem to get along well**  
24       **with the CSI folks?**

25               A. Oh, yeah.

1 Q. Okay. At that point in time, Harvey,  
2 Mr. Whitmore had formed Coyote Springs Investment,  
3 LLC, is that right?

4 A. Yes.

5 Q. Okay. And so if I refer to CSI, you know  
6 that I'm making reference to that limited liability  
7 company?

8 A. Yes.

9 Q. The Pardee folks seemed to hit it off with  
10 the CSI folks, is that right?

11 A. I didn't understand you.

12 Q. I said the Pardee folks seemed to hit it  
13 off with the CSI folks at that first meeting?

14 A. Yes.

15 Q. Okay. And after that first meeting, did  
16 you or Mr. Wilkes attend any meetings thereafter?

17 A. Not to my recollection.

18 Q. Mr. Lash informed you that, in fact, his  
19 real estate attorneys were likely to step in at that  
20 point?

21 A. Yes. They would put something together  
22 because of their development wanting to develop  
23 everything, which Walt and I didn't know.

24 Q. Okay. And, thereafter, were you or  
25 Mr. Wilkes involved in any of the contractual

1 negotiations between the Pardee representatives and  
2 the CSI representatives?

3 A. To my understanding, no, from what I  
4 remember.

5 Q. If I asked this question I apologize, but  
6 did you ever attend any of the meetings after that  
7 first one?

8 A. To my recollection, we didn't.

9 Q. Okay.

10 A. We asked to go to the meetings. We wanted  
11 to go to the meetings because we really felt this  
12 was exciting. It was really a big project and  
13 wanted to do it and we've been doing land, but they  
14 wanted their attorneys in there and what have you.

15 Q. Okay. I would take it this must have been  
16 sometime in 2003 or 2004?

17 A. It took a long time to put that thing  
18 together. I don't remember the dates, but I know  
19 ballpark -- and this is ballpark -- I bet it took  
20 two years to put the whole transaction together.

21 That's a ballpark. I don't know exactly.

22 Q. So what you're suggesting is the very first  
23 meeting may have happened sometime as early as 2002?

24 A. Could be. I'm not for certain. Could be.

25 Q. Do you keep any type of a calendar or

1 Daytimer or something that would track the meetings  
2 that you had?

3 MS. HANSEN: Are you talking about back in  
4 2002 or 2004?

5 BY MS. LUNDVALL:

6 Q. Well, let's start there.

7 A. No.

8 Q. At present do you?

9 A. The meetings that I have with who?

10 Q. From a business perspective, sir, is what  
11 I'm interested in.

12 For example, if you pull up, as far as my  
13 iPad, you can push a button that says My Calendar  
14 and it tells you what I'm doing, where I'm at and  
15 where I'm going.

16 A. Not now that I'm retired.

17 Q. Okay. What about before you were retired,  
18 did you keep some type of a calendar or Daytimer or  
19 agenda?

20 A. When I was doing business, I kept track of  
21 what I was doing. As long as I was still active, I  
22 knew what I was doing, but most people know that.

23 Q. Okay. Did you put it on paper like the  
24 meetings that you had?

25 A. Well, yeah, but I didn't keep all that



1 stuff. I mean, I have no way of remembering all of  
2 the transactions I had and putting down on paper  
3 what -- I really don't understand where you're  
4 coming from there because those transactions,  
5 different transactions were long ago, and at the  
6 time I certainly knew what I was doing or wouldn't  
7 have been doing them.

8 Q. Let me tell you where I'm coming from so  
9 you understand my line of questioning.

10 A. Okay.

11 Q. You indicated maybe this first meeting  
12 between Mr. Lash and Mr. Whitmore that you and  
13 Mr. Wilkes were involved in may have been sometime  
14 in 2002, but you're not real sure, correct?

15 A. That's correct.

16 Q. So a classic attorney question: Maybe  
17 there's a piece of paper out there that might  
18 refresh your recollection.

19 So I'm interested in trying to figure out  
20 if there's a calendar or some type of a Daytimer  
21 that you may have kept that you could take look at  
22 and refresh your recollection?

23 A. No. There may be. If there is, I'd  
24 probably have to -- I don't know where I'd search to  
25 find it to be honest with you.

1 Q. Tell me what year you retired, sir.

2 A. What?

3 Q. What year did you retire?

4 A. I think I've been retired seven years I  
5 guess give or take a year.

6 Q. When you retired, did you like physically  
7 move out of an office so that you had to make a  
8 decision to keep some stuff but discard other  
9 things?

10 A. I was in my house. I had an office in my  
11 house. I didn't buy or sell any real estate through  
12 that period. The only thing I really kept the best  
13 I could track was Coyote Springs because it was an  
14 ongoing thing.

15 Q. Okay. When you retired, any of the  
16 documents or the records that you had in your office  
17 in your home at that point in time did you discard  
18 anything?

19 A. What I have in my records are probably what  
20 I have. I didn't throw it away. I don't have very  
21 much. You asked me how thick that file was.

22 The title companies would give me nothing.  
23 They'd say we have to talk to Jon Lash. If I call  
24 over there, they say, trust me. So I don't really  
25 have a lot of letters and what you might be looking

1 for. I don't have that. Just a small file.

2 Q. I'm interested as to the type of documents  
3 you may have in your home office. Why don't I  
4 approach this in a little bit different way.

5 Tell me about the type of documents you do  
6 keep in your home office.

7 A. On Coyote Springs?

8 Q. On anything.

9 A. I don't have anything else going except  
10 Coyote Springs, and the documents that I keep is  
11 whatever -- if Jon has sent me a letter, I kept the  
12 letter.

13 If I got something from the title company,  
14 went down and tried to find something, met with them  
15 and I took notes, you know, I put them in my file.

16 Q. Do you have documents?

17 A. The letters, the commission agreement, that  
18 type of thing, you know, the dickering back and  
19 forth, I would have a small file on that, but that's  
20 all I got.

21 Q. But if you went to the title company and  
22 they gave you information, you might make a note of  
23 that, is that right?

24 A. I didn't get any information from the title  
25 company. They really wouldn't give it to me.

1           Q.    So did you make any notes after going to  
2   the title company?

3           A.    I don't remember.

4           Q.    Okay. Now, back to my question as to what  
5   documents and what paperwork outside of Coyote  
6   Springs that you have in your home office, tell me  
7   what you have.

8           A.    I have files on my house in West Virginia.  
9   I have files with the power company, you know, just  
10 not real estate files.

11                  I mean, I don't really have all those old  
12 transactions and things that I used to do. I didn't  
13 think I'd ever need them again.

14           Q.    So the only real estate file you have in  
15 your office deals with Coyote Springs, correct?

16           A.    Basically. And when I say that, if there  
17 is -- I'm not trying to get around it. I just can't  
18 remember. I don't remember.

19                  I have a file drawer and there's stuff in  
20 there, probably stuff that I haven't looked at in  
21 years, in one file drawer. I'm not trying to hedge  
22 here. I just don't know.

23           Q.    So what you're saying is any of the stuff  
24 you do have it's in a single file drawer, correct?

25           A.    Yes.

1           Q.    What kind of dimensions are we looking at  
2   on the file drawer?

3           A.    Okay. But this isn't Coyote Springs.  
4                You understand that, right?

5           Q.    I understand that.

6           A.    I'd say about that much. And that is all  
7   the building in West Virginia, that's all the work  
8   I've done on my house, you know, all those types of  
9   things.

10          Q.    What you just did, I'm going to say that's  
11   about 18 inches?

12          A.    Just a normal file, yeah, a normal file, my  
13   desk file drawer.

14          Q.    Okay. Do you have any type of off-site  
15   storage for documents?

16          A.    No.

17          Q.    Like there's no storage center or anything  
18   like that that you keep files or records in?

19          A.    No.

20          Q.    What about electronic storage?

21                Did you send e-mails to anybody?

22                Did you receive e-mails from anybody during  
23   the time?

24          A.    Probably in the past, you know. Then  
25   again, I don't know. I don't remember. There's

1       probably been an e-mail or two.

2               Well, from my attorneys there's an e-mail  
3       or two that I've received, but for all of the other  
4       stuff you're talking about way back in the past, I  
5       don't remember.

6               **Q.    Did you ever exchange any e-mails or**  
7       **electronic communications with representatives of**  
8       **Pardee?**

9               A.    I think if it came to e-mails, it would  
10       probably have been my partner. I don't remember.  
11       He was the one that handled the computer more.

12              **Q.    Same question for any of the**  
13       **representatives of CSI?**

14              A.    Did I get e-mails from CSI?

15       BY MS. LUNDVALL:

16              **Q.    Yes.**

17              A.    Not that I can remember.

18              **Q.    Okay. So I take it that at some point in**  
19       **time you attend this first meeting with Mr. Lash and**  
20       **Mr. Whitemore and then the attorneys basically took**  
21       **over from there?**

22              A.    Basically.

23              **Q.    Did you have any involvement whatsoever in**  
24       **the option agreement or in the agreements that were**  
25       **put together for purposes of Pardee and CSI?**

1           A.    You're talking about the commission letter  
2           here, right?

3           Q.    I'm not talking about the commission letter  
4           I'm talking actually about any of the agreements  
5           themselves between Pardee and CSI.

6                   Did you have any involvement in those?

7           A.    No.   They did all that.

8           Q.    Okay.   Did you have any involvement in any  
9           of the amendments to those agreements?

10          A.    I didn't even know there were amendments.

11          Q.    Turning your attention then to the  
12          commission letter, how is it that that commission  
13          letter came about?

14          A.    Just dickering back and forth to where we  
15          came to something that we could agree upon.   Started  
16          out maybe on a straight price, and then it, you  
17          know, Jon might not want something and he'd send  
18          something, and basically we ended up with this.   I  
19          went to Mr. Jimmerson, and this is what ended up  
20          with.

21          Q.    Okay.   Mr. Jimmerson represented you in the  
22          negotiations then with Pardee that led to the  
23          commission letter?

24          A.    Yes.

25          Q.    All right.   When you say you dickered back

1       **and forth, who did you dicker back and forth with?**

2           A.   Jon. We just talked, trying to come up  
3       with something that would work.

4           In all truthfulness, Jon told us he was  
5       going to give us a commission letter. We trusted  
6       Jon because we went through another transaction with  
7       him, what have you. He was going to give us a  
8       commission letter before everything went down. He  
9       didn't give it to us.

10          We kept saying, Jon, we need this before we  
11       go in and sign this thing off. Once it's signed  
12       off -- he kept saying, trust me, trust me, trust me,  
13       I'll get you one.

14          This went on for a long time. And,  
15       finally, after everything was said and done, we came  
16       up with this.

17          **Q.   Okay. And "this" that you're referring to**  
18       **then is Exhibit 1 that's in front of you, correct?**

19          A.   Is what?

20          **Q.   Is the exhibit that's in front of you?**

21          A.   Yes.

22          **Q.   I want to go back to --**

23          A.   One thing though. In this agreement we  
24       came up with this. In Mardian's property, it was a  
25       four percent commission on the whole thing. He



1 wanted us to ask Mardian if he'd pay it instead of  
2 him. He told us he'd pay the four percent, but he'd  
3 like to work out the four percent with Mardian in  
4 the sales price.

5 So finally Mardian agreed to it, and  
6 Mardian was going to pay the four percent instead of  
7 Jon Lash, but he actually was giving us four percent  
8 on that property over there.

9 Q. Now, what I want to do now, my questions  
10 are going to be focused on the Pardee CSI  
11 transaction. All right?

12 A. Yes.

13 Q. Were there any type of letters that were  
14 exchanged back and forth with Mr. Lash, any drafts  
15 of this commission letter that were exchanged back  
16 and forth with him before the final product that was  
17 arrived at?

18 A. Yes.

19 Q. Okay. Did you keep those copies?

20 A. Yes.

21 Q. All right. So all of those are contained  
22 in the file that you have dealing basically with  
23 this project at your house, is that right?

24 A. The copies I have are the ones they sent  
25 over that are black-lined -- if that's what you call

1 black-lined -- and went back and forth and  
2 Mr. Jimmerson did the same and we finally came up  
3 with this.

4 Q. Okay. And you kept copies of all those  
5 black lines, is that right?

6 A. Yes.

7 Q. And those still exist, is that correct?

8 A. Yes, they do.

9 Q. All right. I want to make sure that you  
10 don't do anything to destroy those black lines  
11 because I'm going to make a request of your counsel  
12 for those documents. Okay?

13 A. I won't destroy anything.

14 Q. So you black-line back and forth various  
15 drafts.

16 Then ultimately you came to a resolution on  
17 the commission letter, which is Exhibit 1 in front  
18 of you, correct?

19 A. Yes.

20 Q. Let me ask you a couple questions  
21 concerning that.

22 A. Okay.

23 Q. Let's start with the easy ones.

24 On the last page --

25 A. The last page is the signature page.

1 Q. Keep going one more to the last page of  
2 Exhibit 1.

3 Is that your signature, sir?

4 A. That's my signature.

5 Q. All right. And Award Realty Group was the  
6 group you were working with at the time, correct?

7 A. Yes.

8 Q. And you were signing this commission letter  
9 then on behalf of Award Realty Group?

10 A. Right.

11 Q. This is the contractual arrangement with  
12 Pardee that you contend they have breached, is that  
13 right?

14 A. Yes.

15 Q. Did you have any type of a contractual  
16 arrangement with CSI?

17 A. No.

18 Q. So there was no agreement with CSI for them  
19 to pay you anything out of this deal?

20 A. No.

21 Q. Let me make sure my record is clean on that  
22 because that may be a double negative.

23 You didn't have a side deal then with CSI  
24 concerning the transaction between CSI and Pardee,  
25 correct?

1 A. No, not that I can remember. If it was  
2 money, I'm sure I'd remember.

3 Q. Exhibit 1 then has the date of September 1  
4 of 2004?

5 A. Yes.

6 Q. Now, under the "re" line, it makes  
7 reference to the Option Agreement For the Purchase  
8 of Real Property and Joint Escrow Instructions dated  
9 June 1, 2004 as amended.

10 Do you see where I'm making reference?

11 A. Yes, I do now.

12 Q. Now, you're aware that there were two  
13 amendments then to that option agreement prior to  
14 September 1 of 2004?

15 A. There were two what?

16 Q. Two amendments.

17 A. Never knew it.

18 Q. All right. I'll show you some documents  
19 that we provided to you, see if we can refresh your  
20 recollection.

21 A. Okay.

22 Q. Why don't we do this a little bit easier.  
23 I'm going to hand you a highlighter. What I want  
24 you to do is go through and for you to highlight the  
25 portions of this that you believe that Pardee has

1       breached or the obligation that Pardee had that you  
2       believe they have not lived up to, please.

3           A.     Okay. Let me read here.

4                   I might not remember everything, but I see  
5       two areas there.

6           Q.     Now, you understand your contractual  
7       relationship with Pardee was dictated by the terms  
8       of this commission letter, is that correct?

9           A.     Yes.

10          Q.     They had to live up to these terms.  
11                You understood that?

12          A.     Yes. And I did, too.

13          Q.     And, equally, you did, too?

14          A.     Yes.

15          Q.     And you've read this a few times before, is  
16       that right?

17          A.     Yes.

18          Q.     Do you mind if I take a look at what you've  
19       marked on here, sir?

20                Anything on page one?

21          A.     Well, you know, maybe because I don't know  
22       how to say that. I know what I want to say.

23                I don't completely agree on the way we've  
24       been paid. We've been paid. We got our full two  
25       million four hundred from the 50 million, the first,

1 and then, you know, on the 16. But I didn't know  
2 about this. This \$84 million thing is a complete  
3 surprise to me.

4 Jon Lash sent me a letter in November of  
5 2009 and that changed things a little bit on how I  
6 view this thing was to be done. I didn't know about  
7 that.

8 MS. HANSEN: Why don't you yellow those?

9 MS. LUNDVALL: Hold on. Counsel, I'm going  
10 to ask you not to give instruction to your witness  
11 during the course of the deposition, please.

12 A. I was already telling you that I didn't  
13 agree with the way this went down after I saw the  
14 \$84 million.

15 Q. Now, I want to go back to -- so on page  
16 one, which is highlighted, is the section which is  
17 (i) and (ii), is that correct?

18 A. Yes.

19 Q. On page two then you've highlighted the  
20 paragraph that begins "Pardee shall provide to each  
21 of you," that paragraph. Okay?

22 A. Yes.

23 Q. Then you've highlighted the section that  
24 says "in the event any sum of money remains due,"  
25 the interest provision, is that correct?

1 A. That's correct.

2 Q. All right. How much in total have you  
3 received in commissions under the commission letter?

4 A. The original -- we've been paid four  
5 percent on the \$50 million, one and a half percent  
6 on the \$16 million.

7 But I have no idea why the payments kept  
8 coming in, and I was honest. I called Pardee. I  
9 says, hey, you guys are still making payments of  
10 \$11,200 and why.

11 They said, we don't know. Don't worry  
12 about it, we'll take care of it.

13 I called Jon again. Jon says, go to an  
14 attorney, get Mr. Stringer. Called Mr. Stringer  
15 says, we're getting paid, and the original right  
16 here was done.

17 I couldn't -- well, no one would tell me  
18 what it was for. Mr. Stringer actually said, well,  
19 the reason this is getting paid is we have something  
20 like a slush fund. We just throw a bunch of money  
21 into it, and there's a little bit of land  
22 transferred back and forth out of it, and if  
23 something happens, you'll receive some money.

24 And I'm asking what, give me some maps,  
25 give me some parcel numbers. I don't even know what

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**Case No.: 72371**

Electronically Filed  
~~Feb 28 2018~~ 11:17 a.m.  
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Clerk of Supreme Court

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PARDEE HOMES OF NEVADA

Appellant,

v.

JAMES WOLFRAM and WALT WILKES, et al.

Respondents.

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Appeal Regarding Judgment and Post-Judgment Orders  
Eighth Judicial District Court  
District Court Case No.: A-10-632338-C

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**JOINT APPENDIX – VOLUME 7 OF 88**

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Dated this 28<sup>th</sup> day of February, 2018.

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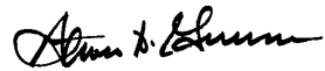


## **CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of McDonald Carano LLP, and on the 28<sup>th</sup> day of February, 2018, a true and correct copy of the foregoing document was e-filed and e-served on all registered parties to the Supreme Court's electronic filing system:

/s/ Beau Nelson

An Employee of McDonald Carano LLP



CLERK OF THE COURT

**SUPP**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

JAMES WOLFRAM and	)	
WALT WILKES,	)	CASE NO.: A-10-632338-C
	)	DEPT. NO.: IV
Plaintiffs,	)	
	)	
vs.	)	
	)	
PARDEE HOMES OF NEVADA,	)	
	)	
Defendant.	)	

**APPENDIX OF EXHIBITS TO PLAINTIFFS' MEMORANDUM OF  
POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANT'S  
MOTION FOR SUMMARY JUDGMENT AND IN SUPPORT OF  
PLAINTIFFS' COUNTER MOTION FOR SUMMARY JUDGMENT**

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2	Deposition transcript of Walt Wilkes
3	Certified deposition transcript of Jon Lash – Filed Under Seal
4	Certified deposition transcript of Harvey Whittemore
5.	Option Agreement For The Purchase Of Real Property– Filed Under Seal

And Joint Escrow Instructions – May, 2004

6. Map of Parcel 1 consolidated from Parcel Map 98-57  
Recorded July 21, 2000
7. Amendment to Option Agreement For the Purchase of Real Property and  
Joint Escrow Instructions– **Filed Under Seal**
8. Amendment No. 2 to Option Agreement for the Purchase of Real Property  
and Joint Escrow Instructions – **Filed Under Seal**
9. Option Agreement Exhibit B, the map of the Purchase Property– **Filed  
Under Seal**
10. Option Agreement Exhibit C-2, the map of the Option Property after the  
contemplated BLM Reconfiguration – **Filed Under Seal**
11. September 1, 2004 Commission Letter Agreement
12. Amended and Restated Option Agreement for the Purchase of Real  
Property and Joint Escrow Instructions– **Filed Under Seal**
13. Amendment No. 1 to Amended and Restated Option Agreement for the  
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2006– **Filed Under Seal**
14. Amendment No. 2 to Amended and Restated Option Agreement for the  
Purchase of Real Property and Joint Escrow Instructions dated September  
30, 2006– **Filed Under Seal**
15. Amendment No. 3 to Amended and Restated Option Agreement for the  
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17. Amendment No. 5 to Amended and Restated Option Agreement for the  
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18. Amendment No. 6 to Amended and Restated Option Agreement for the  
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2009 – **Filed Under Seal**
19. Amendment No. 7 to Amended and Restated Option Agreement for the  
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20. Amendment No. 8 to Amended and Restated Option Agreement for the Purchase of Real Property and Joint Escrow Instructions on June 18, 2009 **Filed Under Seal**
21. Map of Pardee's purchases of land at Coyote Springs, (see Lash Dep. (Exhibit 3) at 92:19-25)
22. Memorandum from Frances Dunlap at Chicago Title dated January 15, 2009
23. April 6, 2009 letter from Jim Stringer Jr. to Jim Wolfram containing 3 closing statements – **Filed Under Seal**
24. November 24, 2009 letter from Jon Lash to Jim Wolfram containing the referenced Map
25. Collection of Wire Transfer Orders stating that Plaintiffs have been paid \$2,630,000.00– **Filed Under Seal.**
26. Transparency of Exhibit 6 showing that Pardee Purchased land outside of Parcel 1 and that the purchase must have been for Option Property
27. August 23, 2007 letter from Mr. Lash to Walt Wilkes and Jim Wolfram
28. March 14, 2008 letter from Jon Lash to Jim Wolfram and Walt Wilkes
29. Redacted attorney billing records for Plaintiffs
30. Two May 5, 2005 letters from Jerry Masini to Linda Jones at Stewart Title
31. May 3, 2005 letter from Peter Dingerson to Ms. Jones
32. Assignment by Jerry Masini dated December 20, 2010
33. Affidavit dated October 26, 2012 of Jerry Masini
34. Affidavit dated October 26, 2012 of Mr. Dingerson
35. January 3, 2006 Assignment of Real Estate Commission and Person Certification Agreement Between Mr. Wilkes and General
36. Assignment by Mr. Dana dated January 11, 2011
37. Mr. Wilkes' Verification dated November 6, 2012

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Dated this 8<sup>th</sup> day of November, 2012

JIMMERSON HANSEN, P.C.

  
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Attorneys for Plaintiffs

EXHIBIT “1”

EXHIBIT “1”



**CERTIFIED  
COPY**

Las Vegas  
Reno  
Carson City

DISTRICT COURT  
CLARK COUNTY, NEVADA

JAMES WOLFRAM,	)	
WALT WILKES,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	CASE NO.: A-10-632338-C
	)	DEPT. NO.: IV
PARDEE HOMES OF NEVADA,	)	
	)	
Defendant.	)	
	)	

DEPOSITION OF JAMES WOLFRAM  
LAS VEGAS, NEVADA  
TUESDAY, NOVEMBER 8, 2011

REPORTED BY: JACKIE JENNELLE, RPR, CCR #809  
LST JOB NO. 145442

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3770 Howard Hughes Pkwy, Suite 300  
Las Vegas, Nevada 89169

\*\*\*\*\*

1 DEPOSITION OF JAMES WOLFRAM, taken at 2300  
2 West Sahara Avenue, Suite 1000, Las Vegas, Nevada on  
3 TUESDAY, NOVEMBER 8, 2011 at 10:00 a.m., before  
4 Jackie Jennelle, Certified Court Reporter, in and  
5 for the State of Nevada.  
6  
7

8 APPEARANCES:

9 For the Plaintiff:

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23  
24  
25



I N D E X

WITNESS: JAMES WOLFRAM

EXAMINATION

BY MS. LUNDVALL

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EXHIBITS MARKED

EXHIBIT

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1 LAS VEGAS, NEVADA

2 TUESDAY, NOVEMBER 8, 2011; 10:00 a.m.

3 -o0o-

4 Thereupon--

5 JAMES WOLFRAM,

6 was called as a witness, and having been first duly  
7 sworn, was examined and testified as follows:

8 EXAMINATION

9 BY MS. LUNDVALL:

10 Q. Mr. Wolfram, could you state your full name  
11 for the record for me, please?

12 A. James Frederick Wolfram.

13 Q. If I talk in this loud voice, are you able  
14 to hear me across the course of the day?

15 A. I have a little hearing problem, but I  
16 think I can handle that.

17 Q. Today I have a little bit of a cold, so if  
18 I need to speak up or clarify --

19 A. It would just be the echo, not your voice.  
20 These things don't work as well as regular ears.

21 Q. Can you give me a business address for  
22 yourself?

23 A. 212 Canyon Drive, 89107, Las Vegas.

24 Q. Is that the same as your home address?

25 A. It is.

1           **Q.    Do you have any of type of a vacation or**  
2           **resort home?**

3           A.    You mean in this state or anywhere?

4           **Q.    Anywhere.**

5           A.    Well, I do, but I don't know what that  
6           would that have to do with what I'm doing here.

7           **Q.    Can you give me the address for that,**  
8           **please?**

9           A.    Yes.   HC78 Arlington, West Virginia.

10          **Q.    Do you have a recollection of what the zip**  
11          **code is there?**

12          A.    No, I don't.

13          **Q.    Do you have a business phone?**

14          A.    I just use my home phone now.   I'm more or  
15          less retired.

16          **Q.    What is that phone number?**

17          A.    (702) 258-0880.

18          **Q.    Do you carry a cell phone, sir?**

19          A.    Rarely any more.   Once in a while just  
20          family, but when I retired, I got rid of that thing.

21          **Q.    So at least --**

22          A.    I can give it to you, but your chances of  
23          getting me on it or slim and none.

24          **Q.    So what you're telling me, sir, is your use**  
25          **of your phone is primarily private, is that what**

1     **you're saying?**

2           A.    I just don't take a lot of business calls  
3           and things any more.  I just use it for personal  
4           use.

5           **Q.    Do you have an e-mail address?**

6           A.    Well, I use my wife's once in a while, but  
7           I had one and I got rid of my e-mail address now  
8           that I'm retired.

9           **Q.    Can you tell me what your wife's e-mail**  
10          **address is?**

11          A.    She just changed it.  I can get it for you  
12          later.  She changed who she was using and I don't  
13          know what it is right now.

14          **Q.    So if I ask the court reporter to leave a**  
15          **blank in your deposition transcript, you could fill**  
16          **that in for me?**

17          A.    I could.

18          **Q.    Are you willing to do so?**

19          A.    I don't see any reason not to.

20          **Q.    The next couple questions may seem a little**  
21          **bit odd:  Do you have like a Twitter account or some**  
22          **type of social website account that you use for**  
23          **communication?**

24          A.    No.  Like I say, I'm retired.  I just don't  
25          do that stuff any more.

1 Q. What's your date of birth, sir?

2 A. 1/7/38.

3 Q. And from your previous answers, it's my  
4 understanding you're married?

5 A. Yes.

6 Q. And what's your spouse's name?

7 A. Sharon R. Wolfram.

8 Q. What's the number of times you've been  
9 married?

10 A. I've been married one time, 44 years.

11 Q. Congratulations on that. That's an  
12 accomplishment in and of itself.

13 Can you give me the name -- and it's likely  
14 to be your wife, but I just want to ask you the name  
15 of someone who is going know your whereabouts at  
16 least across the next let's say year to 18 months?

17 A. My daughter I guess would be: Nicole  
18 Wolfram, 3101 Sonia, S-O-N-I-A, Las Vegas, Nevada  
19 89107.

20 Q. Do you have a recollection of what her  
21 phone number is?

22 A. Yes. (702) 395-5513.

23 Q. Mr. Wolfram, when you described that you're  
24 retired now, it's my understanding that you used to  
25 sell real estate, is that correct?

1           A.    Yes, I did sell real estate, right.  I'm  
2           not active more.  My license is still active, but  
3           I'm not active.

4           Q.    There was a period of time you used to sell  
5           real estate for a brokerage called Award Realty, is  
6           that right?

7           A.    Yes.

8           Q.    And it's my understanding that Award Realty  
9           then changed its name to D&W Real Estate?

10          A.    No.  I went to D&W Real Estate from Award  
11          Realty after I was -- it's my son-in-law is D&W Real  
12          Estate, and when I wasn't doing a lot of real estate  
13          any more, I went to D&W Real Estate.

14          Q.    Okay.  So, in other words, Award Realty  
15          then continued to be --

16          A.    Award Realty.

17          Q.    -- a company?  No name change, is that  
18          right?

19          A.    No name change.  I changed companies.

20          Q.    You went from Award Realty then to D&W Real  
21          Estate?

22          A.    That's correct.

23          Q.    And did you move then to any other real  
24          estate brokerage company after D&W?

25          A.    No.

1           Q.   All right. In this litigation, have you  
2           received any assignments to bring claims on behalf  
3           of Award Realty?

4           A.   I don't think so. I believe, I don't think  
5           so.

6           Q.   What about on behalf of D&W Real Estate,  
7           have you received any assignments to bring claims on  
8           their behalf?

9           A.   What do you mean by claims? Give me an  
10          example of what you're talking about.

11          Q.   Typically, an assignment is a contractual a  
12          document where it's in writing where a company will  
13          assign to you the right to bring claims or bring  
14          litigation to assert causes of action on their  
15          behalf.

16          A.   No.

17          Q.   So you don't have anything like that?

18          A.   No.

19          Q.   From either D&W or from Award, is that  
20          correct?

21          A.   That's right. As far as I can remember.

22          Q.   Okay. In this case, it's my understanding  
23          that your primary dispute with Pardee Homes, which  
24          is my client, concerns what you believe is a breach  
25          of contract.

1 Is that right?

2 A. Yes.

3 Q. That contract was in writing, correct?

4 A. Yes.

5 Q. It was the commission letter. I think it  
6 bears the date of September 1 of 2004.

7 Is that right?

8 A. September 4th.

9 Q. September 4th of 2000?

10 MS. LUNDVALL: Let's mark this then, this  
11 document.

12 (Exhibit No. 1, Commission Letter Dated September 1,  
13 2004, marked.)

14 BY MS. LUNDVALL:

15 Q. Mr. Wolfram, I'm going to hand you what's  
16 been marked as Exhibit 1 to your deposition.

17 My question to you is whether or not  
18 Exhibit 1, which is a letter that bears a date of  
19 September 1 of 2004, is the commission letter that  
20 is the contract at issue in this litigation?

21 A. That's it.

22 Q. Is that?

23 A. Yes, that's it.

24 Q. And that commission letter then, after you  
25 entered into that contractual arrangement with



1 Pardee Homes of Nevada, did you ever have another  
2 written agreement with Pardee after you entered into  
3 the one --

4 A. After this agreement?

5 Q. Yes.

6 A. No.

7 Q. Okay. So what we're talking about from a  
8 contractual standpoint then is this September 1,  
9 2004 commission letter, correct?

10 A. Yes.

11 Q. Can you tell me generally what prompted you  
12 to file this lawsuit?

13 A. I have no information on anything. As you  
14 can see in here, it calls -- they're supposed to  
15 keep me informed as to what's happening.

16 I have no maps, I have no parcel numbers,  
17 I've got no things from escrow, information from  
18 escrow. I have no clue as to how to track any of  
19 this.

20 And that's how it all started. I can't  
21 track a thing.

22 Q. Okay. What is it that you hope to gain out  
23 of this litigation?

24 A. I hope to gain maps, parcel numbers, things  
25 that I can understand to track what land is being

1 sold, what the commissions are being paid.

2 If something should happen to me or my  
3 partner, my wife wouldn't have any kind of an idea  
4 how to track anything.

5 Q. So that's what you hope to gain off this  
6 litigation?

7 A. That's one of the things. I want to be  
8 fair and balanced, but I have no way of knowing  
9 what's going on and, without getting into any  
10 discussions, if I call, they say take our word for  
11 it.

12 And if you -- even when I got Mr. Jimmerson  
13 my attorney, if I'm sure you've read the letters.  
14 They don't even tell him what's going on.

15 Q. Anything else that you hope to gain out of  
16 this litigation?

17 A. Offhand, I can't think.

18 Q. Okay. Have you ever been deposed before?

19 A. One time.

20 Q. How long ago was that?

21 A. This is a guess, eight years.

22 Q. Okay. What was the nature of that  
23 litigation?

24 A. William Lyon Homes was having problems with  
25 somebody, and I knew some of the information and

1 they wanted me to come and take a deposition so I  
2 could help out there a little bit.

3 Q. Were you a party to that litigation or were  
4 you a witness to the litigation?

5 A. I don't remember.

6 Q. Have you had the opportunity to meet with  
7 your counsel to discuss what your obligations are  
8 during this deposition today?

9 A. Yes.

10 Q. And do you have an understanding then of  
11 what your obligations are after having an  
12 opportunity to meet with counsel?

13 A. I believe I do.

14 Q. Okay. Let me go over some general  
15 instructions with you and make sure you and I are on  
16 the same page. Okay?

17 There's two purposes to a deposition: No.  
18 1, it's an opportunity for me to ask you some  
19 questions to be able get some information what the  
20 nature of the litigation is, about evidence, what  
21 facts you have may have in support of your  
22 allegations.

23 The second purpose of the deposition is to  
24 memorialize your testimony. What that means is  
25 this: All the questions I'm going to ask of you,

1 all the answers you're going to give to me as well  
2 as anything else that may go on during the course of  
3 this deposition is being taken down by the court  
4 reporter.

5 At the conclusion of your deposition,  
6 she'll prepare a deposition transcript. You get the  
7 opportunity to review that transcript, make changes  
8 corrections, things of that nature.

9 Because we're here in a setting in which  
10 you have been placed under oath, even though it's  
11 relatively informal, even though you have a little  
12 bit of hard hearing and I have a cold today, it's  
13 still a pretty important proceeding. Okay?

14 A. I understand.

15 Q. And I want to make sure that you have that  
16 understanding, sir.

17 Do you have that understanding?

18 A. Yes.

19 Q. The testimony that you give here today is  
20 no different than testimony you would give if this  
21 case were to go to trial.

22 If you testify differently at the time of  
23 trial than you've testified here today, particularly  
24 on a material issue, I can use your deposition then  
25 to impeach you to suggest that somehow you've been

1 less than candid or less than truthful. I can also  
2 use the deposition transcript substantively.

3 So, therefore, I want to make sure you  
4 understand the solemnness and the importance of the  
5 proceeding here today.

6 A. I do.

7 Q. Do you have that understanding?

8 A. I do.

9 Q. Okay. You know that the oath you took at  
10 the beginning of the deposition was an oath to tell  
11 the truth?

12 A. I do.

13 Q. And if, in fact, that oath is violated,  
14 there are criminal penalties or criminal sanctions  
15 that can append to an intentional violation?

16 A. Intentional violation, right. I wouldn't  
17 intentionally violate, but there could be something  
18 I couldn't remember.

19 Q. Absolutely. That's why I underscored or at  
20 least tried to emphasize an intentional violation  
21 could lead to some type of a criminal sanction.

22 Do you understand that?

23 A. Um-hmm.

24 Q. All right. That gets to my next general  
25 instructions. They in large part help you and I

1       communicate across the course of the day, but they  
2       also make sure that the court reporter's job is as  
3       easy as possible because, quite candidly, I think  
4       she has the toughest job in this room.

5               She can only take down one person at a  
6       time. Thus far, you and I have been doing pretty  
7       good. I would ask for you to wait for my question  
8       to finish before starting your answer, and I'll try  
9       to be equally polite and wait for you to finish your  
10      answer before asking my next question.

11             Do you understand that?

12            A.    I do.

13            Q.    She has a difficult time taking down uh-uhs  
14      and hu-uhs, and, therefore, if you use those  
15      terms -- it happens -- if I ask you, does that mean  
16      yes or does that mean no, I intend no disrespect to  
17      you, sir. I'm just trying to make sure that I get  
18      my record clean and that I know what your answer is  
19      to my question.

20             Do you understand that?

21            A.    Yes, I do.

22            Q.    All right. The other things she has a  
23      difficult time doing is taking down shakes of the  
24      head. So if I ask a question and you shake your  
25      head, if I ask you, does that mean yes, does that

1 mean no, once again, no intention to disrespect you.  
2 I'm just trying to get a clean record. Okay?

3 A. Okay.

4 Q. The last instruction I think is helpful for  
5 you and also helpful for the two of us is to make  
6 sure that you and I understand each other. I'll  
7 butcher some of my questions across the course of  
8 the day. I know that. It happens.

9 If you don't understand my question or if  
10 you need me to rephrase it or repeat it or to  
11 clarify it in some fashion, please ask me to do so.

12 I want to make sure that you have a full  
13 opportunity for which to do so.

14 If, in fact, you don't, then I'm entitled  
15 to assume that you understood my question and you've  
16 given me a full and complete answer to my question.

17 Do you understand that instruction?

18 A. Yes.

19 Q. Okay. Is there any reason that would  
20 prevent your deposition from going forward here  
21 today?

22 A. No.

23 May I mention one thing?

24 Q. Sure.

25 A. I've got prostate cancer, and I'm going to

1 beat that, I'm not even worried about it. But  
2 they've given me hormone shots to shrink the cancer  
3 cells and then they do radiation after they shrink  
4 them.

5 I don't know when it happens and it's just  
6 like a woman going through menopause, I can be  
7 sitting here and I might start to sweat, but that's  
8 from the hormone shots and I can't control that. It  
9 just happens. I don't know when it's going to  
10 happen.

11 MS. HANSEN: It's not an index of guilty,  
12 right?

13 THE WITNESS: No, it's not that. I just  
14 wanted you to know that I can't control it because  
15 of the shots.

16 MS. HANSEN: That's fine.

17 BY MS. LUNDVALL:

18 Q. Mr. Wolfram, depositions are not a marathon  
19 and they're not designed to physically exhaust you.  
20 Should there be need for you to either take a break  
21 across the course of the day or if you tell me at  
22 some point across the day, I've had enough from a  
23 physical standpoint, I'd like to continue to another  
24 day, I'm happy to do so. Okay?

25 A. Okay.



1           Q.    I'm going to leave that to your discretion  
2           and let you tell me when, in fact, we may need to do  
3           so.

4                   Are you okay with that?

5           A.    I'm fine.

6                   MS. HANSEN: Counsel, I just want you to  
7           know that I have to depart at 11:30 to make a  
8           pre-arranged meeting. That's why I brought  
9           Ms. Brookhyser. I was in court this morning. I  
10          apologize for being late. She can just continue to  
11          you're going to break.

12                   Do you have any idea how long you're going  
13          to take a break so I know how fast to get back here  
14          from my meeting?

15                   MS. LUNDVALL: Let's go off the record for  
16          a second.

17          (Thereupon, an off-the-record discussion was had.)

18          BY MS. LUNDVALL:

19           Q.    Mr. Wolfram, you indicated that you have  
20          children, is that correct?

21           A.    I do.

22           Q.    How many?

23           A.    Three.

24           Q.    Adult children?

25           A.    Adults.

1           Q.   Any of them work within your trade or your  
2   profession?

3           A.   Not my children.

4           Q.   Okay. Do you have grandchildren?

5           A.   I do.

6           Q.   Are any of your grandchildren adults?

7           A.   No. They're all little.

8           Q.   Good for you.

9                   While this may take you back just a little  
10   bit, can you give me your educational background,  
11   please?

12          A.   High school, college and bachelor's degree  
13   in industrial forestry, and that's basically it.

14          Q.   Where were you born and raised?

15          A.   Weston, West Virginia.

16          Q.   How long was it before you came out here to  
17   Las Vegas?

18          A.   1973.

19          Q.   Now, you say you went to high school.

20                   I take it that was back in West Virginia,  
21   is that correct?

22          A.   I did.

23          Q.   You went to college where?

24          A.   I went to college at West Virginia  
25   University.

1           Q.   All right. And you got a degree then in  
2 forestry, is that correct?

3           A.   Industrial forestry.

4           Q.   What does that mean?

5           A.   I didn't sit in a tower out in some forest  
6 somewhere. I was working for industry. I worked  
7 for a paper mill, a large paper mill.

8           Q.   Is that a bachelor's of science or  
9 bachelor's of arts degree?

10          A.   Science.

11          Q.   What year was that?

12          A.   I graduated 1964.

13          Q.   Okay. Did you do any post secondary  
14 education after that?

15          A.   No.

16          Q.   Can you trace then what your employment  
17 history has been?

18          A.   My employment?

19          Q.   Yes.

20          A.   You want to trace that from when I got  
21 here?

22          Q.   Some people finds it easier to pick a time  
23 and move forward. Other people find it easier to  
24 pick a time and move back. Your choice.

25          A.   When I first got here, I didn't know what I

1 was going to do. I had quit a really good job at  
2 Western Paper Company because of the climate out  
3 here and what have you.

4 We got here and I didn't have anything to  
5 do. I opened up a clothing store, men's and small  
6 boys's clothing store. Basically, that helped me  
7 for several years.

8 Then my wife and I went -- we didn't intend  
9 to sell real estate, but we went and got our license  
10 so if I bought some real estate I could cut the  
11 commissions and get it cheaper.

12 After I got my license, you know how the  
13 city was moving so fast, all of a sudden, people  
14 started asking me to do stuff, and I was making more  
15 in real estate than my clothing store was making.

16 So eventually I just dropped the clothing  
17 store and stayed in real estate.

18 **Q. Okay. What was name of your clothing**  
19 **store?**

20 A. The Jabberwocky.

21 **Q. Just like the show that's now playing at**  
22 **the Monte Carlo?**

23 A. Yes.

24 **Q. All right. How long was it open?**

25 A. I'd say eight, I think about eight years.

1           **Q.    When did you first get your real estate**  
2           **license?**

3           A.    I think that must have been 1974 I think.  
4           That's close.

5           **Q.    Do you have a recollection of what it took**  
6           **to obtain your real estate license?**

7           A.    Yeah. I had to go to class and pass the  
8           test like everybody else.

9           **Q.    So, in other words, you took some classroom**  
10          **instruction --**

11          A.    I took classroom instruction. They had  
12          really made it hard to get licensed. I don't know  
13          if this is relevant or not. I think 212 people took  
14          the test and I think 14 of us passed it.

15                Eventually they got rid of that company.  
16          That was back in '74, but I had to take classes to  
17          figure out what to do to pass the test.

18          **Q.    So it sounds like you passed the classroom**  
19          **portion of it, correct?**

20          A.    Oh, yeah, I did that, yeah.

21          **Q.    Then you took the exam that was**  
22          **administered by the State of Nevada?**

23          A.    Right.

24          **Q.    And you passed that exam, as well?**

25          A.    Yeah, I passed that exam.

1 Q. Then from 1974 to present, have you always  
2 had a real estate license to sell?

3 A. I have.

4 Q. All right. Have you ever had a broker's  
5 license?

6 A. No.

7 Q. So it's my general understanding that you  
8 have to do some type of continuing education to  
9 maintain your license on an annual basis, is that  
10 right?

11 A. That's correct.

12 Q. And each year from '74 forward have you  
13 done at least the minimum requirements of continuing  
14 education?

15 A. I have.

16 Q. Have there been any type of complaints that  
17 have ever been lodged against you during your tenure  
18 then as a licensed real estate agent?

19 A. Never.

20 Q. Okay. So there's been no disciplinary  
21 action that's ever been taken against you?

22 A. Never.

23 Q. Have you ever served in any type of an  
24 officer's capacity for like the State Board of  
25 Realty, anything of that nature?

1           A.    No.  That's the reason I never got my  
2 broker's license.  I knew how to do real estate, I  
3 didn't need it, and I was just there to make money.

4           **Q.    Nothing wrong with that, especially not in**  
5 **this town.**

6                   Do you have a recollection of the different  
7 brokers then that you worked with from '74 forward?

8           A.    I can come pretty close here.  I can't  
9 remember the first one.  I can't remember his name.  
10 It was Globe Realty.  The office was up on West  
11 Charleston.

12                   And I wasn't there too long and several of  
13 us pulled out and started Award Realty.

14                   And when we started Award Realty, I believe  
15 the broker's name there when we pulled away was  
16 Wayne -- but at any rate, we started Award Realty.

17                   But I was just an associate there.  I  
18 wasn't at broker or anything like that.  We were on  
19 Rancho, 801 Rancho, and then we moved from 801  
20 Rancho to the present office over on Jones.

21           **Q.    Now, when you indicated that you were an**  
22 **associate with Award, were you an employee of Award**  
23 **or were you an independent contractor working with**  
24 **Award Realty?**

25           A.    Well, I was -- an associate means that I

1 was under the heading of Award Realty. If something  
2 happened, they would be responsible for me is  
3 basically what it was.

4 I was never in a position of being a broker  
5 or take care of the company. I just worked on my  
6 own.

7 Q. Then at some point in time, you left Award  
8 and you went to D&W, correct?

9 A. Yes, that's right.

10 Q. Okay. And when was that?

11 A. Let me see. I don't really remember. I  
12 think it's about five years ago, but that's a guess.

13 Q. So what we're looking at is sometime 2005,  
14 2006, sometime in there?

15 A. Yes, sometime in there.

16 Q. Were you an associate with D&W as well?

17 A. Yes, same thing.

18 Q. Do you recall approximately when you went  
19 to work from Award from Globe?

20 A. Let me see. I was at Globe I believe in  
21 '74. I may have been -- wait. You know what, I  
22 told you wrong.

23 I started out with Jack Matthews on  
24 Fairfield, but they shut that office down or were  
25 getting ready to shut it down and then I went to



1 Globe. One of the brokers there went up and started  
2 Globe and I went from Globe to Award to D&W.

3 Q. Okay.

4 A. But when I was at Globe, I think I was  
5 there almost a couple years I guess. I'm guessing  
6 on that now. I don't have an exact date on it.

7 Q. How long were you with Jack Matthews?

8 A. Not very long. About a year or less. I  
9 got my training there.

10 Then when they opened that new office, he  
11 was going to close that one down, I went with the  
12 other broker.

13 Q. So if I was going to summarize, you were  
14 about a year with Jack Matthews?

15 A. Yes.

16 Q. That's beginning in about 1974, is that  
17 right?

18 A. Yes, 1974 Jack Matthews and then couple  
19 years probably up at Globe.

20 Q. And then after Globe, then you went to  
21 Award?

22 A. Award.

23 Q. And then maybe 2005, 2006, then you went to  
24 D&W?

25 A. Yes.

1 Q. Okay.

2 A. Those are rough numbers.

3 Q. I understand that.

4 A. Okay.

5 Q. At each one of these places then you were  
6 an associate working for the broker, correct?

7 A. Correct.

8 Q. During the time then that you were selling  
9 real estate and after that you either closed down or  
10 sold your clothing store, did you have any other  
11 employment here in the community?

12 A. No.

13 Q. From West Virginia, did you move to Las  
14 Vegas?

15 A. No. I graduated West Virginia University.  
16 I got my first job with the State of Indiana. And I  
17 worked for them -- this is rough again. I worked  
18 for them I think probably six years maybe, if it was  
19 that much, six years.

20 Then this corporation saw some of the work  
21 I was doing. They came after me, and I left the  
22 State of Indiana and went with Western Paper  
23 Manufacturing Company.

24 Q. How is it that you went from working for  
25 the paper company then here to Las Vegas?

1           A.   My sister and brother-in-law were out here.  
2           They were in the entertainment business. It was the  
3           International. Joe was the entertainment director  
4           over there.

5                     We came out to visit. Took me three years  
6           to get up enough nerve to quit that job. I was  
7           going to quit, but the fringe benefits kill you.  
8           They got a hold on you and you couldn't get away  
9           from them.

10                    Finally, the third time, we said the heck  
11           with fringe benefits, let's just go, and we started  
12           over.

13           Q.   Are you happy with that decision?

14           A.   Oh, yes.

15           Q.   Good for you.

16                    Let me ask you then have you got any type  
17           of litigation history?

18                    Have you ever brought a lawsuit against  
19           anybody?

20           A.   No.

21           Q.   Has anybody ever brought a lawsuit against  
22           you?

23           A.   No.

24           Q.   During the time of your employment, did  
25           anybody ever bring any claims or lodge any

1       **complaints?**

2           A.     There was a time -- I don't remember what  
3     it was because I wasn't involved in it -- but they  
4     named everybody in sight on a lawsuit, and myself  
5     and another guy were named, and the judge said they  
6     have no business keeping us there, we had nothing to  
7     do with anything and sent us home.

8           Q.     Okay. When was that?

9           A.     Oh --

10          Q.     Was that a long time ago, is what you're  
11     suggesting?

12          A.     It's been 25 years maybe. I don't know.

13          Q.     So to the best of your recollection then,  
14     you've never been sued other than that one case, but  
15     you got dismissed out of it?

16          A.     To the best of my recollection, that's  
17     right.

18          Q.     Okay. During the course of your working  
19     with any of the realty companies, anybody ever bring  
20     any complaints against you?

21          A.     Never.

22          Q.     Nothing like what Mr. Cain's going through  
23     right now from a public perspective?

24          A.     Who is going through?

25          Q.     Our presidential hopeful, Mr. Cain?

1           A.    Nothing, nothing like that.  I've never had  
2           a complaint to the board in all the years I've been  
3           here.

4           Q.    Good deal.

5                    Have you ever filed for bankruptcy  
6           protection?

7           A.    No.

8           Q.    You indicated that you had your deposition  
9           taken once before, is that right?

10          A.    Yes.

11          Q.    Did you have counsel for that?

12          A.    Yes.  I think -- I think it was a gentleman  
13          by the name -- boy, that was a long time, Mr. Reid.  
14          I think there was an attorney by the name of Reid  
15          that was the counsel for that.  I believe.

16          Q.    Did you keep a copy of that deposition  
17          transcript?

18          A.    No.

19          Q.    Did you see any need to have a copy of it?

20          A.    I just never thought I'd ever use it.

21          Q.    Have you ever been a witness before,  
22          whether it be at trial, in a hearing, anything of  
23          that nature?

24          A.    I don't think so.  Not that I can remember.

25          Q.    How is it that you came to employ

1     **Mr. Jimmerson's firm?**

2             **How is you came to retain the attorneys**  
3     **representing you in this litigation?**

4             A.    Well, I have my commission letter. It says  
5     in there they were to keep me informed. I wasn't  
6     getting informed at all period. I had no clue and  
7     still have no clue as to what went on there.

8             And since I couldn't get an answer from  
9     anybody and everybody always telling me, you have to  
10    trust us, I got an attorney thinking maybe  
11    Mr. Jimmerson could find out.

12            **Q.    So how is it that you came to employ his**  
13    **firm?**

14            A.    That's how I came to employ his firm. I  
15    couldn't do anything on my own. I was getting  
16    nowhere, nothing.

17            **Q.    Did you go to the Yellow Pages?**

18            Did you have a personal relationship with  
19    any of them?

20            Did somebody make a referral?

21            A.    I went to Mr. Jimmerson because if he isn't  
22    one of the best attorneys in town, in my opinion, he  
23    is the best attorney in town. He's a good one.

24            **Q.    Good deal.**

25            What are the terms of your arrangement