

<p style="text-align: right;">Page 25</p> <p>1 do running for us to pick items up.</p> <p>2 Q. Was he an electrician?</p> <p>3 A. No.</p> <p>4 Q. Did he have any professional licensure?</p> <p>5 A. I have no idea.</p> <p>6 Q. Did you know Richard Shade back in 1993?</p> <p>7 A. Yes.</p> <p>8 Q. Did you and Richard work together?</p> <p>9 A. Yes.</p> <p>10 Q. Where were you working in 1993? Like, where was your</p> <p>11 office?</p> <p>12 A. We moved three different times. I don't recall the</p> <p>13 contact address.</p> <p>14 Q. So of the three places that you had moved to or from,</p> <p>15 where were they?</p> <p>16 A. I don't recall the addresses.</p> <p>17 Q. Do you have -- were they in Las Vegas?</p> <p>18 A. Yes.</p> <p>19 Q. Were all three in Las Vegas?</p> <p>20 A. Yes.</p> <p>21 Q. So -- just give me the span of years. You moved three</p> <p>22 times in Las Vegas in 1993 or was this over a period of time?</p> <p>23 A. The period of time that I was in Las Vegas.</p> <p>24 Q. So starting in 1992, was the office in Las Vegas?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 26</p> <p>1 up using a different -- a name that we were familiar with.</p> <p>2 Q. Who is "we"?</p> <p>3 A. Me, Terry Long, Bob Kierejczyk, Dave Esajian,</p> <p>4 Lori Volheim, Jeremy Anderson, Brian Connolly.</p> <p>5 Q. How many of the people that you just named were</p> <p>6 associated with the, quote, unquote, dead Ad Art?</p> <p>7 A. Three, maybe four.</p> <p>8 Q. Which ones?</p> <p>9 A. Bob Kierejczyk. Don't ask me to spell it because I</p> <p>10 still can't. Jeremy --</p> <p>11 Q. I have got it here on Exhibit 2.</p> <p>12 A. Jeremy Anderson --</p> <p>13 Q. Go ahead. Jeremy Anderson, Bob Kierejczyk?</p> <p>14 A. That's about it.</p> <p>15 Q. How about Terry Long?</p> <p>16 A. Well, Terry Long, yes.</p> <p>17 Q. And you, correct?</p> <p>18 A. Correct.</p> <p>19 Q. What about Duane Contento?</p> <p>20 A. I believe he worked as a salesman, yes.</p> <p>21 Q. At the old Ad Art and the new Ad Art?</p> <p>22 A. He worked at the old company and the new company.</p> <p>23 correct.</p> <p>24 Q. Okay. How about Dana Long?</p> <p>25 A. Dana Long, as far as I can recall, never worked at the</p>
<p style="text-align: right;">Page 27</p> <p>1 Q. And then it moved -- when was the first time that you</p> <p>2 moved?</p> <p>3 A. I have no idea on the dates.</p> <p>4 Q. So while you were at Ad Art in the 1990s, you moved</p> <p>5 three times in Las Vegas?</p> <p>6 A. Correct.</p> <p>7 Q. And then you left Ad Art in about 1999 or 2000 to work</p> <p>8 at U.S. Signs?</p> <p>9 A. As an estimate, yes.</p> <p>10 Q. And where is U.S. Signs located?</p> <p>11 A. Houston, Texas.</p> <p>12 Q. And so you worked out of Houston, Texas, for U.S. Signs</p> <p>13 until about 2005 when you --</p> <p>14 A. I worked out of Denton --</p> <p>15 Q. -- starting working for Ad Art, Inc.?</p> <p>16 A. I worked out of Denton, Texas.</p> <p>17 Q. For U.S. Signs?</p> <p>18 A. Yes.</p> <p>19 Q. And then about 2005, did you move from Denton, Texas,</p> <p>20 to where you're at now or what happened?</p> <p>21 A. You know, I don't recall exactly. I believe the first</p> <p>22 office I worked with the new Ad Art was in Flower Mound, Texas.</p> <p>23 Q. Now, why do you say the "new Ad Art." What do you mean</p> <p>24 by that?</p> <p>25 A. The old company was dead for years, and we started it</p>	<p style="text-align: right;">Page 29</p> <p>1 old company.</p> <p>2 Q. What about David Esajian?</p> <p>3 A. I don't know.</p> <p>4 Q. But he currently works at Ad Art now?</p> <p>5 A. He works at the new company, yes.</p> <p>6 Q. And you don't know if he worked at the quote, unquote,</p> <p>7 old company?</p> <p>8 A. No, I do not.</p> <p>9 Q. How about Brian Connolly, did he work for both?</p> <p>10 A. I have no idea if Brian worked for both.</p> <p>11 Q. Okay. In his bio it says, Brian is a graduate of</p> <p>12 Rutgers University, with a degree in business, marketing and has</p> <p>13 been with Ad Art since 1997.</p> <p>14 A. I didn't have anything to do with the bio, so I have no</p> <p>15 idea if that's accurate, truthful or anything about it.</p> <p>16 Q. Okay. Fair enough. How about Lori Volheim?</p> <p>17 A. I don't know if she worked for the old Ad Art.</p> <p>18 Q. Do you know Lori?</p> <p>19 A. Yes, I do.</p> <p>20 Q. What does Lori do for the company now?</p> <p>21 A. She's a salesperson.</p> <p>22 Q. What about Kurt Mueller?</p> <p>23 A. Kurt Mueller is a project manager.</p> <p>24 Q. And was he with the old Ad Art and the new Ad Art?</p> <p>25 A. I don't recall him at the old Ad Art.</p>

<p style="text-align: right;">Page 30</p> <p>1 Q. Excuse me? What did you say?</p> <p>2 A. I don't recall him at the old Ad Art.</p> <p>3 Q. Okay. How about Jack Dubois, D-U-B-O-I-S?</p> <p>4 A. Yes.</p> <p>5 Q. Was he at the old Ad Art?</p> <p>6 A. He was at the old company.</p> <p>7 Q. And now he's with the new company?</p> <p>8 A. Yes, he is.</p> <p>9 Q. How about Michael Timmeri?</p> <p>10 A. What is the question?</p> <p>11 Q. Was he with the old Ad Art?</p> <p>12 A. No.</p> <p>13 Q. But he's with the new Ad Art?</p> <p>14 A. No.</p> <p>15 Q. Michael is not with the current Ad Art?</p> <p>16 A. He's not with the new company. No, he is not.</p> <p>17 Q. Did Michael leave?</p> <p>18 A. I'm not sure of the time frame.</p> <p>19 Q. But he did work at Ad Art for some time?</p> <p>20 A. He did work for Ad Art at one time.</p> <p>21 Q. Do you know why he left?</p> <p>22 A. I believe it was for a better position.</p> <p>23 Q. When you left, quote, unquote, Ad Art or the dead</p> <p>24 Ad Art in roughly -- and it's an approximation -- 1999 or 2000,</p> <p>25 around that time, when you left Ad Art, why did you leave Ad Art?</p>	<p style="text-align: right;">Page 32</p> <p>1 A. As far as I can recall, he was based out of Fresno and</p> <p>2 had nothing to do with the job.</p> <p>3 Q. What about Duane Contento?</p> <p>4 A. Duane Contento, as I recall, was a salesman out of</p> <p>5 Los Angeles.</p> <p>6 Q. So no?</p> <p>7 A. No.</p> <p>8 Q. Jeremy Anderson?</p> <p>9 A. Jeremy Anderson, I don't even recall him working for</p> <p>10 the old company.</p> <p>11 Q. Jack Dubois?</p> <p>12 A. I need to know what the question is.</p> <p>13 Q. Did he ever have any involvement, to your knowledge, in</p> <p>14 the installation of the MCM pylon?</p> <p>15 A. No.</p> <p>16 Q. How do you know that?</p> <p>17 A. He's an artist.</p> <p>18 Q. Excuse me?</p> <p>19 A. He's an artist based out of Stockton, California.</p> <p>20 Q. So what does Jack do?</p> <p>21 A. He's an artist.</p> <p>22 Q. So would he draw the sketches for the signs? What does</p> <p>23 he do?</p> <p>24 A. He's a designer.</p> <p>25 Q. Do you know if he designed the MCM sign?</p>
<p style="text-align: right;">Page 31</p> <p>1 A. Because I didn't like the public company.</p> <p>2 Q. And when you left in 1999 or 2000 or around that</p> <p>3 time -- I know it's an approximation -- were you of the</p> <p>4 understanding that the company that you were working for was</p> <p>5 called Ad Art?</p> <p>6 A. I believe the company I worked for was called</p> <p>7 Display Technologies.</p> <p>8 Q. When did that come to be? When did you first</p> <p>9 understand that you were working for Display Technologies?</p> <p>10 A. When they bought the old, dead Ad Art.</p> <p>11 Q. And when was that?</p> <p>12 A. I'm not sure of the year.</p> <p>13 Q. Is it fair enough to say that was prior to you leaving</p> <p>14 in 1999 or 2000?</p> <p>15 A. It's fair enough to say that it was prior to my</p> <p>16 leaving, and I'm not sure of the year.</p> <p>17 Q. Are you familiar with a company by the name of Nasco</p> <p>18 Electric Sign Company, LLC?</p> <p>19 A. I am familiar with the company called Nasco.</p> <p>20 Q. Did you ever work for that company?</p> <p>21 A. No.</p> <p>22 Q. Do you know -- I know we had listed Gordon Kitto,</p> <p>23 Lynn Weaver, Terry Long in relation to the installation of the MCM</p> <p>24 pylon in Las Vegas, but do you know if Bob Kierejczyk, if he had</p> <p>25 any involvement with the MCM pylon sign?</p>	<p style="text-align: right;">Page 33</p> <p>1 A. No, I do not.</p> <p>2 Q. Do you know who designed the MCM sign?</p> <p>3 A. No, I do not.</p> <p>4 Q. Who else was the designer for Ad Art during the time of</p> <p>5 the construction of the MCM pylon?</p> <p>6 A. There was probably 15 designers.</p> <p>7 Q. Do you know who would have been assigned the MCM pylon</p> <p>8 job out of Las Vegas?</p> <p>9 A. I have no idea.</p> <p>10 Q. Do you know anything about Ad Art's assets purchased by</p> <p>11 Nasco?</p> <p>12 A. No, I do not.</p> <p>13 Q. You understand that Nasco and Ad Art have offices right</p> <p>14 next to one another in Stockton?</p> <p>15 A. I understand that we lease property from Nasco.</p> <p>16 Q. So it's your understanding that in Stockton, the</p> <p>17 building that Ad Art works out of on Ad Art Road is owned by Nasco</p> <p>18 but leased by Ad Art?</p> <p>19 A. Leased or rented, correct.</p> <p>20 Q. And it's located on Ad Art Road in Stockton,</p> <p>21 California?</p> <p>22 A. Correct.</p> <p>23 Q. And Nasco is also on Ad Art Road in Stockton,</p> <p>24 California?</p> <p>25 A. I don't know their principal address, but the office</p>

<p style="text-align: right;">Page 34</p> <p>1 that I know of is on Ad Art Road, yes.</p> <p>2 Q. Do you have any information about who has -- excuse me.</p> <p>3 Strikes that.</p> <p>4 Do you have any information as to who was the</p> <p>5 insurance carrier for Ad Art at the time of the MGM</p> <p>6 construction -- pylon construction?</p> <p>7 A. No idea.</p> <p>8 Q. During the time of the MGM pylon construction, where</p> <p>9 would the documents pertaining to the construction of the MGM</p> <p>10 pylon be kept?</p> <p>11 A. Stockton.</p> <p>12 Q. So even though the construction was taking place in</p> <p>13 Las Vegas, Nevada, the documents regarding that construction were</p> <p>14 kept in Stockton?</p> <p>15 A. The sign was not constructed in Las Vegas, as far as --</p> <p>16 Q. The sign was installed in Las Vegas?</p> <p>17 A. Correct.</p> <p>18 Q. Where was it constructed?</p> <p>19 A. As far as I can recall, Stockton, California.</p> <p>20 Q. And were you involved in that construction or that</p> <p>21 building process in Stockton?</p> <p>22 A. No.</p> <p>23 Q. Do you have any information as to how it was</p> <p>24 constructed? Was it constructed in phases and shipped out to</p> <p>25 Las Vegas or did they build the whole thing in Stockton and then</p>	<p style="text-align: right;">Page 35</p> <p>1 A. I only know --</p> <p>2 Q. You can go ahead and answer the question.</p> <p>3 A. I only know it's two pieces of aluminum with rubber</p> <p>4 between them. That's it.</p> <p>5 Q. Do you know who or if anybody at Ad Art ordered</p> <p>6 aluminum for use on the MGM pylon?</p> <p>7 A. I have no idea.</p> <p>8 MR. HUNTER: Object to form.</p> <p>9 A. I have no idea.</p> <p>10 Q. (By Mr. Krametsbauer) Is it fair to say that Gordon</p> <p>11 Kitto would have that information?</p> <p>12 A. I don't know if Gordon Kitto has the information.</p> <p>13 Q. Would anybody else, other than Gordon, have that</p> <p>14 information?</p> <p>15 A. Not to my knowledge.</p> <p>16 Q. Do you know if Ad Art has purchased aluminum from</p> <p>17 either JA Composites or any other company since you have been with</p> <p>18 the old Ad Art or the new Ad Art?</p> <p>19 A. I have no idea.</p> <p>20 Q. Who at Ad Art now is responsible for purchasing the</p> <p>21 materials for use on signs?</p> <p>22 A. We do not manufacture signs now.</p> <p>23 Q. When Ad Art did manufacture signs, who was in charge of</p> <p>24 ordering the materials for those signs?</p> <p>25 A. On the old, dead company --</p>
<p style="text-align: right;">Page 36</p> <p>1 shipped it out to Las Vegas? I mean, how did that process work,</p> <p>2 if you know?</p> <p>3 A. I have no idea.</p> <p>4 Q. Who would know?</p> <p>5 A. Gordon Kitto.</p> <p>6 Q. Anybody else?</p> <p>7 A. I don't have knowledge of who else would know.</p> <p>8 Q. How many people were working out of the Stockton</p> <p>9 factory or plant that was building the MGM pylon in Stockton?</p> <p>10 A. Probably 200.</p> <p>11 Q. Who at that time in building the MGM pylon in Stockton</p> <p>12 would have been responsible for acquiring the materials for that</p> <p>13 build?</p> <p>14 A. I believe Gordon Kitto.</p> <p>15 Q. Are you familiar with a material by the name of</p> <p>16 alucobond?</p> <p>17 A. I'm aware of the material called alucobond.</p> <p>18 Q. Do you know who manufactures alucobond?</p> <p>19 A. I have no idea.</p> <p>20 Q. What do you know about alucobond?</p> <p>21 MR. SILVERMAN: Objection. This is Eddy</p> <p>22 Silverman, counsel for JA. I just object to the extent that it</p> <p>23 calls for speculation.</p> <p>24 Q. (By Mr. Krametsbauer) I'm asking for your personal</p> <p>25 knowledge about the alucobond.</p>	<p style="text-align: right;">Page 37</p> <p>1 MR. HUNTER: Object, form.</p> <p>2 A. On the old, dead company, I believe it was</p> <p>3 Gordon Kitto.</p> <p>4 Q. (By Mr. Krametsbauer) Anybody else?</p> <p>5 A. Not that I can recall.</p> <p>6 (Interference in proceedings.)</p> <p>7 (Recess taken from 3:06 to 3:15.)</p> <p>8 BY MR. KRAMETSBauer:</p> <p>9 Q. Now, Mr. Head, I realize that you don't have much of a</p> <p>10 recollection of the construction of the MGM sign in the 1990s, but</p> <p>11 you do -- you do have a recollection that the company you were</p> <p>12 working for at the time did build and install the MGM pylon in</p> <p>13 Las Vegas, correct?</p> <p>14 A. The old company built and installed the MGM pylon,</p> <p>15 that's correct.</p> <p>16 Q. Now, do you know if the company that you're referring</p> <p>17 to did any revisions to that pylon or was their job just to</p> <p>18 construct it and install it?</p> <p>19 A. To my knowledge, all we did is construct it and install</p> <p>20 it.</p> <p>21 Q. You don't have any knowledge of Ad Art performing</p> <p>22 revisions or updates to the MGM pylon while you were with the</p> <p>23 company?</p> <p>24 A. No, none.</p> <p>25 Q. Do you have any knowledge about revisions done to the</p>

<p style="text-align: right;">Page 38</p> <p>1 MGM pylon after it was constructed by Ad Art back in the 1990s and 2 installed?</p> <p>3 A. Well, I know when we -- the old Ad Art did the sign, it 4 had a cube on it, and now it does not. I have no idea who did the 5 revision. I just know that it no longer has a cube.</p> <p>6 Q. Any other revisions that you are aware of?</p> <p>7 A. Not that I am aware of.</p> <p>8 Q. But you did understand when it was originally 9 constructed and installed by Ad Art, it had a cube at the top, and 10 it no longer has a cube. So just by virtue of the cube currently 11 being gone, somebody revised it, right?</p> <p>12 A. I know that the old company had a cube on it, and the 13 cube does not exist now.</p> <p>14 Q. And you don't know the name of the company that took 15 the cube off?</p> <p>16 A. No, I do not.</p> <p>17 Q. Did you work for any other sign companies that did work 18 on the MGM pylon in Las Vegas, Nevada?</p> <p>19 A. I worked for the old company.</p> <p>20 Q. Other than that -- I guess what I'm saying is: You 21 worked also for U.S. Signs, correct?</p> <p>22 A. That's correct.</p> <p>23 Q. Did U.S. Signs do anything with the MGM pylon in 24 Las Vegas, Nevada?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 40</p> <p>1 Ad Art in the 1990s, who was responsible for constructing and 2 installing the MGM pylon, did that company construct signs?</p> <p>3 A. Yes.</p> <p>4 Q. And I know -- I know y'all know or remember a whole lot 5 about the construction of the MGM sign, but basically, it was -- 6 it was constructed or built in Stockton and brought to Las Vegas 7 and installed, is that correct?</p> <p>8 A. I believe that is correct.</p> <p>9 Q. And do you know if Ad Art did the installation or if 10 they hired another company to do the installation?</p> <p>11 A. I don't know who did the installation, if we hired 12 anybody to assist, but I know that Ad Art had installers there, 13 the old Ad Art.</p> <p>14 Q. Okay. The old Ad Art had installers in Las Vegas 15 during the time of the installation of the MGM pylon was 16 occurring, is that correct?</p> <p>17 A. Correct.</p> <p>18 Q. Who else -- or who would have been an installer that 19 Ad Art would have hired back in the -- in the 1990s when you 20 worked for -- for them in Las Vegas?</p> <p>21 A. I have no idea.</p> <p>22 Q. Who else would they reach out to or contract with to 23 install signs, such as the MGM pylon?</p> <p>24 A. I have no idea.</p> <p>25 Q. Were there other companies in Las Vegas or -- that</p>
<p style="text-align: right;">Page 39</p> <p>1 Q. Okay. Before you joined Ad Art, the company that 2 you're referring to as the dead company, who were you working for?</p> <p>3 A. The United States Army.</p> <p>4 Q. Okay. So is it fair to say that your experience in the 5 sign building or signage industry is limited to your time at 6 Ad Art, the older company, U.S. Signs, and now Ad Art, as it 7 currently exists?</p> <p>8 A. My history, I have -- the old, dead company I worked 9 for, I was in sales and not so much manufacturing, but I know 10 basics.</p> <p>11 U.S. Signs does not build signs, and I learned how 12 to buy signs.</p> <p>13 And the new company, which does not build signs, 14 we buy signs, and -- so the building isn't an issue here.</p> <p>15 Q. So at the current Ad Art, you don't -- you don't build 16 signs? You buy them?</p> <p>17 A. That is correct.</p> <p>18 Q. Explain to me how that works.</p> <p>19 A. We have wholesale contractors who build signs for our 20 customers. After we design them, we get permits for them. We 21 have hired installers to install them, and then we build them.</p> <p>22 Q. Are you familiar with a company called Display Ad, 23 Inc.?</p> <p>24 A. No.</p> <p>25 Q. Back when you worked for the company you refer to as</p>	<p style="text-align: right;">Page 41</p> <p>1 would come to Las Vegas to assist in the installation of the pylon 2 signs at either the MGM, the Mirage, the Rio, any of those?</p> <p>3 A. I have no idea.</p> <p>4 Q. Did Ad Art at the time that MGM pylon was being 5 constructed, did it do its own fabrication?</p> <p>6 A. The old company did its own fabrication.</p> <p>7 Q. So the old company would have fabricated the old MGM 8 pylon, is that correct?</p> <p>9 A. As far as I know, yes.</p> <p>10 Q. I'm just reading through my notes. Bear with me for a 11 few minutes.</p> <p>12 Have you ever done business or purchased items 13 from 3A Composites?</p> <p>14 A. Not that I know of.</p> <p>15 Q. So just by reviewing these records -- I just want to 16 know if you have any understanding as to this -- the permit to 17 build the sign, which is Plaintiff's Exhibit 1, was issued in 18 October of '93. Do you see that?</p> <p>19 A. I don't know if this was the sign. I just know that 20 this was the MGM, and it was a billboard. That's all I know 21 because I'm reading it, and that's what it says.</p> <p>22 Q. And then we have a -- I'll just represent to you that 23 we have a purchase order from 3A for aluminum for use on the MGM 24 sign in Las Vegas that came in about 1993. Do you understand why 25 there would be a delay or why there is a permit in '93 but an</p>



Page 42		Page 44	
1	order for aluminum in 1987?	1	A. No, I'm not.
2	A. The permit that showed --	2	Q. If we can take a quick five minutes, I'll look through
3	MR. HINTER: Objection: Calls for speculation.	3	my notes. I'll likely not have any more questions. Okay,
4	A. The permit that you showed me is for foundation only.	4	Mr. Head?
5	The sign itself, I have no idea who ordered -- or how it was	5	A. No problem. I'm here.
6	built. I wasn't involved.	6	MR. KRAVETZBAUER: All right. I'll be right back.
7	Q. (By Mr. Krametzbauer) In your -- just based upon your	7	(Recess taken from 3:27 to 3:29.)
8	knowledge of how these signs are built in your work history with	8	MR. KRAVETZBAUER: I think I'm all done. I don't
9	this company, Ad Art, how long does it typically take for a sign,	9	have any further questions.
10	such as the MGM pylon, to be constructed and then installed?	10	MR. HINTER: This is Tim Hunter, and we'll read
11	A. It would take --	11	and sign. It can be sent directly to me.
12	MR. HINTER: Objection: Vague, ambiguous, calls	12	MR. KRAVETZBAUER: Okay, did you have any
13	for speculation.	13	questions?
14	A. I don't know how long this sign took the old company to	14	MR. SILVERMAN: No questions, and I don't need a
15	build but --	15	transcript. Thank you.
16	Q. (By Mr. Krametzbauer) Do you have an estimate?	16	(End of proceedings at 3:29 p.m.)
17	A. Months.	17	
18	Q. Do you know if MGM or the client was happy with the	18	
19	product that Ad Art had -- had built for them?	19	
20	A. I know they paid us. That's all I know.	20	
21	Q. Did they ever make any complaints to Ad Art regarding	21	
22	the sign?	22	
23	A. Not that I am aware of.	23	
24	Q. Who would be aware of that, if those complaints were	24	
25	ever made?	25	

Page 43		Page 45	
1	A. That would be Terry Long.	CHANGES AND SIGNATURE	
2	Q. Are you familiar with a company called Micron Lighting &	2	WITNESS NAME: _____ DATE OF DEPOSITION: _____
3	Signs?	3	PAGE LINE CHANGE REASON
4	A. The name is familiar.	4	_____
5	Q. What -- why is it familiar?	5	_____
6	A. They were a sign company based in Las Vegas.	6	_____
7	Q. Did you ever work on projects with Micron Lighting &	7	_____
8	Sign while you were in Las Vegas?	8	_____
9	A. No, never did.	9	_____
10	Q. At any time have you ever worked with or consulted with	10	_____
11	or been on a project with Micron Lighting & Sign?	11	_____
12	A. No.	12	_____
13	Q. How about Interstate Electric Company, do you know that	13	_____
14	company?	14	_____
15	A. I'm familiar with the name.	15	_____
16	Q. Why is that?	16	_____
17	A. Because I have heard the name Interstate Electric.	17	_____
18	Q. Have you ever worked with or consulted with, ordered	18	_____
19	from, third parties or subcontracted with Interstate Electric	19	_____
20	Company?	20	_____
21	A. I have not personally, no.	21	_____
22	Q. Has anybody at Ad Art?	22	_____
23	A. I have no idea.	23	_____
24	Q. Are you familiar with a company by the name of Losen,	24	_____
25	L-A-M-A-N?	25	_____

Page 46

1 I, DOUGLAS ALAN HEAD, have read the foregoing deposition and  
2 hereby affix my signature that same is true and correct, except as  
3 noted above.

4  
5  
6 DOUGLAS ALAN HEAD

7  
8  
9 THE STATE OF \_\_\_\_\_

10 COUNTY OF \_\_\_\_\_

11 Before me, \_\_\_\_\_, on this day  
12 personally appeared DOUGLAS ALAN HEAD, known to me (or proved to  
13 me under oath or through \_\_\_\_\_) (description of  
14 identity card or other document) to be the person whose name is  
15 subscribed to the foregoing instrument and acknowledged to me that  
16 they executed the same for the purposes and consideration therein  
17 expressed.

18 Given under my hand and seal of office this \_\_\_\_\_  
19 day of \_\_\_\_\_, \_\_\_\_\_.

20  
21  
22 NOTARY PUBLIC IN AND FOR THE  
23 STATE OF TEXAS \_\_\_\_\_  
24  
25

Page 47

1 STATE OF TEXAS |  
2 COUNTY OF DALLAS |

3 I, JUNE RAYE, Certified Shorthand Reporter, in and for the  
4 State of Texas, do hereby certify that the foregoing deposition of  
5 DOUGLAS ALAN HEAD, was taken before me at the time and place  
6 therein set forth, at which time the witness was put under oath by  
7 me;

8 That the testimony of the witness and all made at the time of  
9 the examination were recorded stenographically by me, were  
10 thereafter transcribed under my direction and supervision and that  
11 the foregoing is a true record of same.

12 I further certify that I am neither counsel for nor related  
13 to any party to said action, nor in any way interested in the  
14 outcome thereof.

15 IN WITNESS WHEREOF, I have subscribed my name this  
16 15th day of May, 2017.

17 *June Raye*

18 JUNE RAYE, Texas CSR 3385

19 Expiration Date: 11-31-18

20 LITIGATION SERVICES

21 3770 Howard Hughes Parkway

22 Suite 300

23 Las Vegas, Nevada 89169

24 800-330-1112  
25

# EXHIBIT “H”

Ray Lego & Associates  
7450 Arroyo Crossing Parkway, Suite 250  
Las Vegas, Nevada 89113  
Telephone No. (702) 479-4350  
Facsimile No. (702) 270-4602

1 ANS  
2 TIMOTHY F. HUNTER, ESQ.  
3 Nevada Bar No. 010622  
4 RAY LEGO & ASSOCIATES  
5 7450 Arroyo Crossing Parkway, Suite 250  
6 Las Vegas, NV 89113  
7 Tel: (702) 479-4350  
8 Fax: (702) 270-4602  
9 [tfhunter@travelers.com](mailto:tfhunter@travelers.com)

ELECTRONICALLY SERVED  
10/17/2016 10:39:26 AM

10 Attorney for Defendant,  
11 AD ART, INC.

12 DISTRICT COURT  
13 CLARK COUNTY, NEVADA

14 CHARLES SCHUELER,

CASE NO.: A-15-722391-C

15 Plaintiff,

DEPT. NO.: XVII

16 vs.

17 MGM GRAND HOTEL, LLC, a Domestic  
18 Limited Liability Company d/b/a MGM  
19 GRAND; MGM RESORTS  
20 INTERNATIONAL, a Foreign Corporation  
21 d/b/a MGM GRAND; AD ART, INC., a  
22 Foreign Corporation; 3A COMPOSITES USA  
23 INC., a Foreign Corporation a/k/a  
24 ALUCOBOND TECHNOLOGIES  
25 CORPORATION; DOES 1 - 25; ROE  
26 CORPORATIONS 1 - 25; inclusive,

27 Defendants.

28 DEFENDANT AD ART, INC.'S ANSWERS TO PLAINTIFF'S INTERROGATORIES,  
SET TWO

Defendant AD ART, INC. ("Defendant") by and through their counsel, Timothy F. Hunter of Ray Lego & Associates, hereby answers the second set of Interrogatories propounded by Plaintiff CHARLES SCHUELER ("Plaintiff") as follows:

GENERAL OBJECTIONS

1. Defendant objects to Plaintiff's Interrogatories to the extent they seek documents or disclosure of information that is protected from disclosure by the attorney-client privilege in accordance with Rule 26 of the Nevada Rules of Civil Procedure and NRS 89.095.

2. Defendant objects to Plaintiff's Interrogatories to the extent they seek documents

1 or disclosure of information that is protected from disclosure by the work-product exemption in  
2 accordance with NRCP 26(b)(3) and applicable case law.

3 3. Defendant objects to Plaintiff's Interrogatories to the extent they seek documents  
4 or information protected from disclosure pursuant to the consultant/expert exemption in  
5 accordance with NRCP 26(b)(4) and applicable case law.

6 4. Defendant objects to Plaintiff's Interrogatories to the extent they seek trade  
7 secrets, commercially sensitive information, or confidential proprietary data entitled to  
8 protection under NRCP 26(c)(7). *Also see* NRS 49.325.

9 5. Defendant objects to Plaintiff's Interrogatories pursuant to NRCP 33(d) in that  
10 Plaintiff seeks a compilation or summary of information which can be gleaned from voluminous  
11 documents Defendant has already produced to Plaintiff herein.

12 6. This response is made on the basis of information and writings available to and  
13 located by Defendant upon reasonable investigation of records. There may be other and further  
14 information respecting the Discovery propounded by Plaintiff of which Defendant, despite  
15 reasonable investigation and inquiry are presently unaware. Defendant reserves the right to  
16 modify or enlarge any response with such pertinent additional information as may be  
17 subsequently discovered.

18 7. No incident or implied admissions will be made by the Answers set forth herein  
19 below. The fact that Defendant may answer or object to any Interrogatory, or any part thereof,  
20 shall not be deemed an admission that Defendant accepts or admits the existence of any facts set  
21 forth or assumed by such Interrogatory, or that such response constitutes admissible evidence.  
22 The fact that Defendant answers any Interrogatory is not deemed a waiver by Defendant of its  
23 objections, including privilege, to other parts of such Interrogatory.

24 8. Defendant objects to any instruction or Interrogatory to the extent that it would  
25 impose upon Defendant greater duties than those which are set forth under the Nevada Rules of  
26 Civil Procedure. Defendant will supplement its answer to those Interrogatories as required by  
27 NRCP 26(e).

9. All answers are made solely for the purpose of this action. Each answer, including any answers to any Interrogatory, or document produced in lieu of a written ANSWER TO same, will be subject to all objections as to competence, relevance, materiality, propriety and admissibility, and to any and all other objections on any ground which would require the exclusion from evidence of any statement herein if any such statements were made by a witness present and testifying at trial, all of which objections and grounds are expressly reserved and may be interposed at such hearings.

10. Defendant adopts by reference the above-objections and incorporates each objection as if it was fully set forth below in each of Defendant's answers.

#### SPECIFIC OBJECTIONS

Wherever Defendant objects to an item of discovery on grounds that said item of discovery is unduly burdensome and oppressive, Plaintiff's attention is directed to the following cases: *Riss & Co v. Association of American Railroads*, 23 F.R.D. 211 (D.D.C. 1959); *United States v. Loews, Inc.*, 23 F.R.D. 178 (S.D.N.Y. 1959); *Green v. Raymond* 41 F.R.D. 11 (D. Colo. 1966); and *Flour Mills of America, Inc. v. Pace*, 75 F.R.D. 676 (D. Okla. 1977).

Further, wherever Defendant objects to an item of discovery on grounds of vagueness and overbreadth, Plaintiff's attention is directed to the following cases: *Jewish Hospital Assn. of Louisville v. Struck Construction Co.*, 77 F.R.D. 59 (D.C. KY. 1978) and *Stovall v. Gulf & So. Am. S.S. Co.*, 30 F.R.D. 152 (D. Tex. 1961).

Wherever Defendant objects to an item of discovery on grounds that said item of discovery is irrelevant and not calculated to lead to admissible evidence, Plaintiff's attention is directed to the following cases: *Green v. Raymond*, 41 F.R.D. 11 (D. Colo. 1966); *Burroughs v. Warner Bros. Pictures*, 15 F.R.D. 165, 166 (D. Mass. 1963).

Wherever Defendant objects to an item of discovery on grounds of attorney-client privilege, Plaintiff's attention is directed to the following cases: *Sperry Rand Corp. v. IBM*, 45 F.R.D. 287 (D. Del. 1967); and *Jewish Hospital Assn. of Louisville v. Struck Construction Co.*, 77 F.R.D. 59 (D.C. KY. 1978).



ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 40:

Please list the names, business addresses, and positions of Defendant's corporate directors and/or corporate officers from the date of incorporation to present.

ANSWER TO INTERROGATORY NO. 40:

Defendant incorporates each General Objection by reference herein. Defendant further objects to this interrogatory on the grounds that it is compound. Defendant further objects to this interrogatory on the grounds that the term "position" is vague and ambiguous, and on that basis unduly burdensome and oppressive. Subject to and without waiving the foregoing objections, Defendant responds as follows:

The following individuals have been corporate officers and/or directors from the date of incorporation to the present:

- Terry Long, CEO/Chairman – 150 Executive Park Bl., Suite 2100, San Francisco, CA 94134;
- Jeremy Anderson, VP, Secretary/Treasurer, Director – 150 Executive Park Bl., Suite 2100, San Francisco, CA 94134; and
- Robert Kierejczyk, President, Director – 5090 Fruit Ave., Suite 101 – San Francisco, CA 93711.

The following individuals are Defendant's current corporate officers, but did not hold those positions at time of incorporation:

- Dana Long, Vice President & General Counsel – 150 Executive Park Bl., Suite 2100, San Francisco, CA 94134;
- David Esajian, Branch Manager & Director – 5090 Fruit Ave., Suite 101 – San Francisco, CA 93711;
- Duane Contento – Executive V.P., Director, 2321 Rosecrans Ave., Suite 1250, El Segundo, CA 90245; and

- 1           • Doug Head – V.P., Director – 700 Parker Square, Suite 205, Flower Mound, TX  
2           75028.

3           **INTERROGATORY NO. 41:**

4           For each corporate director listed in Interrogatory No. 40, please list the names and  
5           addresses of any other corporations and/or entities in which they have ever been a corporate  
6           director and/or corporate officer, including the name of the corporation and the dates they held  
7           each position.

8           **ANSWERS TO INTERROGATORIES NO. 41:**

9           Defendant incorporates each General Objection by reference herein. Defendant further  
10          objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
11          this interrogatory on the grounds that the term “position” is vague and ambiguous, and on that  
12          basis unduly burdensome and oppressive. Defendant further objects to this interrogatory on the  
13          grounds that it is irrelevant and not reasonably calculated to lead to the discovery of admissible  
14          evidence. Accordingly, Defendant interprets this interrogatory to request information related to  
15          whether the individuals listed in Interrogatory No. 40 were corporate directors and/or officers of  
16          any corporation or entity that built, or was in the business of building, the sign at issue in  
17          plaintiff's Complaint. Subject to and without waiving the foregoing objections, Defendant  
18          responds as follows:

19          Terry Long – President, Ad Art Electronic Sign Corp. (beginning in or about 1985-2001)

20                  Director, Display Technologies, Inc. (fka La-Man, Inc.) (1998-2001)

21           **INTERROGATORY NO. 41: [sic]**

22           From the date of incorporation to the present, please list the names and business  
23           addresses of all of Defendant's shareholders, stockholders, partners, and/or owners who/which  
24           own at least 5% of the shares, stock, or voting stock of Defendant's corporation and/or  
25           who/which own at least 5% of the corporation - including the percentage owned by each and a  
26           description of what is owned (e.g. percentage of the corporation, shares, voting stock, etc.).  
27           ///

1 ANSWER TO INTERROGATORY NO. 41: [sic]

2 Defendant incorporates each General Objection by reference herein. Defendant further  
3 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
4 this interrogatory on the grounds that the phrase, "and/or who/which own at least 5% of the  
5 corporation" is unintelligible. Subject to and without waiving the foregoing objections,  
6 Defendant responds as follows: Defendant is a California C corporation with one class of stock.  
7 Rounded to the nearest percentage based upon currently issued shares, individuals owning  
8 greater than 5% of Defendant's stock is listed as follows:

- 9 • Terry Long (and spouse) - 22%
- 10 • Robert Kierejczyk (and spouse) - 22%
- 11 • Duane Contento - 22%
- 12 • Jeremy Anderson - 11%
- 13 • David Esajian - 6%
- 14 • Doug Head (and spouse) - 8%

15 INTERROGATORY NO. 42:

16 From the date of incorporation to present, please list the physical address(es) where your  
17 products are fabricated, engineered, manufactured and/or produced.

18 ANSWER TO INTERROGATORY NO. 42:

19 Defendant incorporates each General Objection by reference herein. Defendant further  
20 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
21 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
22 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
23 follows: At all times since its incorporation in 2003, Defendant has never owned a facility that  
24 fabricates or manufactures its products. Defendant's products have been fabricated,  
25 manufactured and/or produced by third party subcontractors, vendors and/or suppliers.

26 ///

1 **INTERROGATORY NO. 43:**

2 For each such location listed in Interrogatory No. 42 above, please indicate whether  
3 Defendant built the structure on the land itself or whether the structure was pre-existing. If the  
4 structure was pre-existing, please indicate who/which entity Defendant purchased/leased the  
5 structure from and what the structure was used for by its previous occupants.

6 **ANSWER TO INTERROGATORY NO. 43:**

7 Defendant incorporates each General Objection by reference herein. Defendant further  
8 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
9 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
10 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
11 follows: Not applicable.

12 **INTERROGATORY NO. 44:**

13 Please indicate whether Defendant assumed any debts of any other corporation at or  
14 around the time it was incorporated. If so, please describe such debts and who/which company  
15 owed the debts.

16 **ANSWER TO INTERROGATORY NO. 44:**

17 Defendant incorporates each General Objection by reference herein. Defendant further  
18 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
19 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
20 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
21 follows: Defendant did not assume the existing debt of any other corporation at or around the  
22 time it was incorporated.

23 ///

24 ///

25 ///

26

27

28

1 **INTERROGATORY NO. 45:**

2 Please indicate whether Defendant acquired, obtained, purchased, leased, and/or  
3 otherwise obtained any client lists, customer lists, business contact lists, trade secrets,  
4 proprietary business information, and/or other confidential information from any other  
5 company/corporation (whether active or inactive) at or around the time of incorporation. If so,  
6 please indicate which company/corporation such information was obtained from.

7 **ANSWER TO INTERROGATORY NO. 45:**

8 Defendant incorporates each General Objection by reference herein. Defendant further  
9 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
10 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
11 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
12 follows: As set forth in prior responses to discovery, Defendant acquired naming rights,  
13 website address and telephone number from NASCO at or around the time of its incorporation  
14 through a written agreement previously produced to Plaintiff.

15 **INTERROGATORY NO. 46:**

16 Please indicate whether Defendant obtained, purchased, leased, procured, acquired,  
17 inherited, and/or otherwise received any intellectual property from any other  
18 company/corporation (whether active or inactive) at or around the time of incorporation. If so,  
19 please indicate which company/corporation such intellectual property was obtained from.

20 **ANSWER TO INTERROGATORY NO. 46:**

21 Defendant incorporates each General Objection by reference herein. Defendant further objects  
22 to this interrogatory on the grounds that it is compound. Defendant further objects to this  
23 interrogatory on the grounds that the phrase "intellectual property" is vague and ambiguous.  
24 Defendant further objects to this interrogatory on the grounds that it is overbroad, and on that  
25 basis unduly burdensome and oppressive. Subject to and without waiving the foregoing  
26 objections, Defendant responds as follows: Other than as set forth in response to Interrogatory  
27 No. 45, Defendant did not acquire any "intellectual property" at or around the time of  
28

1 incorporation.

2 **INTERROGATORY NO. 47:**

3 Please indicate whether Defendant obtained, purchased, leased, procured, acquired,  
4 inherited, and/or otherwise received any physical property from any other company/corporation  
5 (whether active or inactive) at or around the time of incorporation. If so, please indicate which  
6 company/corporation such physical property was obtained from.

7 **ANSWER TO INTERROGATORY NO. 47:**

8 Defendant incorporates each General Objection by reference herein. Defendant further  
9 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
10 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
11 oppressive. Defendant further objects to this interrogatory on the grounds that it is irrelevant  
12 and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and  
13 without waiving the foregoing objections, Defendant responds as follows: At or around the  
14 time of incorporation, Defendant purchased and/or leased certain physical property from third  
15 parties associated with setting up offices, including but not limited to computers, office furniture  
16 and supplies.

17 DATED this 17<sup>th</sup> day of October, 2016.

18 Respectfully submitted,

19 RAY LEGO & ASSOCIATES

20  
21 *Samantha D. Hunter* #14034  
22 for TIMOTHY F. HUNTER, ESQ.  
23 Nevada Bar No. 010622  
24 7450 Arroyo Crossing Parkway, Suite 250  
25 Las Vegas, NV 89113

26 Attorney for Defendant, AD ART, INC.  
27  
28



Ray Lego & Associates  
7450 Arroyo Crossing Parkway, Suite 250  
Las Vegas, Nevada 89113  
Telephone No. (702) 479-4350  
Facsimile No. (702) 278-6602

VERIFICATION

STATE OF NEVADA

COUNTY OF CLARK

ss.

Dana Long, Esq., being first duly sworn, deposes and says: I am an employee of the named Defendant in the above-entitled action. I have read the foregoing document entitled **DEFENDANT AD ART, INC.'S ANSWERS TO PLAINTIFF'S INTERROGATORIES, SET TWO** and know the contents thereof; and that the same are true of my own personal knowledge, except for those matters therein stated on information and belief and, as to those matters, I believe them to be true.

  
DANA LONG, ESQ.

SUBSCRIBED and SWORN to before me  
this \_\_\_\_ day of October, 2016.

\_\_\_\_\_  
Notary Public in and for said County  
and State

## JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 12<sup>th</sup> day of Oct  
2016 by Dana Long

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature (Seal)



### OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Verification

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Defendant Ad Art Inc  
Additional Information

answers to plaintiff's  
interrogatories, set  
two

### INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat is to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

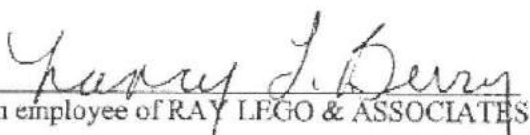
**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of RAY LEGO & ASSOCIATES and that on the 11<sup>th</sup> day of October, 2016 I caused the foregoing **DEFENDANT AD ART, INC.'S ANSWERS TO PLAINTIFF'S INTERROGATORIES, SET TWO** to be served as follows:

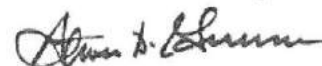
  X   pursuant to N.E.F.C.R. 9 by serving it via electronic service,

To the attorneys listed below:

Ryan D. Krametbauer, Esq., #12800 BRENSKE & ANDREEVSKI 3800 Howard Hughes Parkway, #500 Las Vegas, NV 89169	P: 702/385-3300 F: 702/385-3823 Attorneys for Plaintiff, <b>CHARLES SCHUELER</b>
--	--

  
An employee of RAY LEGO & ASSOCIATES

# EXHIBIT "I"



CLERK OF THE COURT

1 OGM  
2 MICHAEL R. HALL, ESQ.  
3 Nevada Bar No. 905978  
4 mhall@lawhjc.com  
5 TAYLOR G. SELIM, ESQ.  
6 Nevada Bar No. 012091  
7 tselim@lawhjc.com

8 HALL JAFFE & CLAYTON, LLP  
9 7425 PEAK DRIVE  
10 LAS VEGAS, NEVADA 89138  
11 (702) 316-1111  
12 FAX (702) 316-4114

13 Attorney for Defendant/Third-Party  
14 Plaintiff/Counter-Defendant  
15 ShowFX, Inc.

16 DISTRICT COURT  
17 CLARK COUNTY, NEVADA

18 SAMMY WALTENS, an individual, and  
19 HYUNSOOK WALTENS, an individual,

20 Plaintiff,

21 vs.

22 SHOW FX, and DOES I-X and ROE  
23 CORPORATIONS I-X, inclusive.

24 Defendants.

25 AND RELATED THIRD-PARTY AND  
26 COUNTER CLAIMS.

CASE NO. A-11-637991-C  
DEPT NO. XXXII

ORDER GRANTING DEFENDANT  
SHOWFX'S MOTION FOR PARTIAL  
SUMMARY JUDGMENT RE PLAINTIFF'S  
STRICT PRODUCT LIABILITY CLAIM

Date of Hearing: April 25, 2013  
Time of Hearing: 9:00 a.m.

27 On March 13, 2013, Defendant ShowFX ("ShowFX") filed a motion for partial summary  
28 judgment as to Plaintiffs' Sammy Walters and Hyunsook Waltens (collectively referred to as "Plaintiff")  
claim for strict product liability. On or about April 1, 2013, Plaintiff filed an opposition to the motion. On  
April 18, 2013, ShowFX filed its reply to the opposition. Third Party Defendant Cirque du Soleil, Inc. and  
Cirque EPE Las Vegas, LLC ("Cirque") filed no brief in connection with the motion.

1 On April 25, 2013, this Honorable Court, Judge Rob Bare, presiding, held a hearing  
2 with respect to the motion for partial summary judgment. Plaintiff was represented at the hearing  
3 by Christopher M. Kelier, Esq. for Chad Bowers, Esq.; Cirque was represented at the hearing by  
4 Brian K. Terry, Esq. of Thorndal Armstrong Delk Balkenbush & Elsinger; and ShowFX was  
5 represented at the hearing by Michael R. Hall, Esq. of Hall Jaffe & Clayton, LLP.

6 After having duly considered the parties' moving, opposing, and reply briefs, the  
7 various documents submitted as exhibits, the arguments by counsel at the hearing regarding the legal  
8 standard for what is a "product"—citing *Calloway v. City of Reno*, 116 Nev. 250, 269, 993 P.2d  
9 1259, 1271 (2000) (*overruled on other grounds*)—in the context of strict product liability claims,  
10 discussing Plaintiff's request for leave to conduct additional discovery under NRCP 56(f), and  
11 considering the alternate theory offered by Plaintiff having to do with the way the alleged "product"  
12 was designed and created, the Court finds:

13 1. Plaintiff does not have a legally cognizable cause of action for strict product  
14 liability; and

15 2. The subject jukebox set piece, as a whole and with respect to its individual  
16 parts, is not a "product" within the context of the strict product liability doctrine.

17 Based upon the foregoing, it is hereby ORDERED, ADJUDGED AND DECREED  
18 that:

19 1. ShowFX's Motion for Partial Summary Judgment re Plaintiff's Strict Product  
20 Liability Claim is GRANTED; and,

21 //



2. Plaintiff's cause of action for strict product liability is DISMISSED WITH  
PREJUDICE.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Respectfully submitted by:

HALL JAFFE & CLAYTON, LLP

MICHAEL R. HALL, ESQ.

Nevada Bar No. 005978

TAYLOR G. SELIM ESQ.

Nevada Bar No. 012091

7425 Peak Drive

Las Vegas, Nevada 89128

Attorney for Defendants

DISTRICT COURT JUDGE

APPROVED AS TO FORM AND CONTENT:

Dated this 17<sup>th</sup> day of May 2013

CHAD A. BOWERS, LTD.

Chad A. Bowers, Esq.

Nevada Bar No. 007283

3202 West Charleston Boulevard

Las Vegas NV 89102

Fax: (702) 457-8006

Attorneys for Plaintiffs

Sammy Walters and Hyunsook Walters

and,

Dated this \_\_\_\_\_ day of May 2013

THORNDAL ARMSTRONG DELK  
BALKENBUSH & EISINGER

Brian K. Terry, Esq.

Nevada Bar No. 003171

Gregory M. Schulman, Esq.

Nevada Bar No. 005766

1100 E. Bridger Avenue

Las Vegas NV 89101

Attorneys for Cirque Du Soleil, Inc.

and Cirque EPE Las Vegas, LLC

1                    2.       Plaintiff's cause of action for strict product liability is DISMISSED WITH  
2 PREJUDICE.

3                    Dated this 31 day of May 2013.

4  
5       Respectfully submitted by:

6       HALL JAFFE & CLAYTON, LLP

7 Taylor G. Selim  
8       MICHAEL R. HALL, ESQ.

9       Nevada Bar No. 005978

10       TAYLOR G. SELIM ESQ.

11       Nevada Bar No. 012091

12       7425 Peak Drive

13       Las Vegas, Nevada 89128

14       Attorney for Defendants

15       APPROVED AS TO FORM AND CONTENT:

16       Dated this \_\_\_\_\_ day of May 2013

17       CHAD A. BOWERS, LTD.

18 Chad A. Bowers, Esq.

19       Nevada Bar No. 007283

20       3202 West Charleston Boulevard

21       Las Vegas NV 89102

22       Fax: (702) 457-8006

23       Attorneys for Plaintiffs

24       Sammy Waltens and Hyunsook Waltens

25       and,  
26       Dated this 15<sup>th</sup> day of May 2013

27       THORNDAL ARMSTRONG DELK

28       BALKENBUSH & SINGER

29 Brian K. Terry

30       Brian K. Terry, Esq.

31       Nevada Bar No. 003171

32       Gregory M. Schulman, Esq.

33       Nevada Bar No. 005766

34       1100 E. Bridger Avenue

35       Las Vegas NV 89101

36       Attorneys for Cirque Du Soleil, Inc.

37       and Cirque EPE Las Vegas, LLC

Rob Bare  
DISTRICT COURT JUDGE

ROB BARE

JUDGE, DISTRICT COURT, DEPARTMENT 32

- 1 • Doug Head – V.P., Director – 700 Parker Square, Suite 205, Flower Mound, TX  
2 75028.

3 **INTERROGATORY NO. 41:**

4 For each corporate director listed in Interrogatory No. 40, please list the names and  
5 addresses of any other corporations and/or entities in which they have ever been a corporate  
6 director and/or corporate officer, including the name of the corporation and the dates they held  
7 each position.

8 **ANSWERS TO INTERROGATORIES NO. 41:**

9 Defendant incorporates each General Objection by reference herein. Defendant further  
10 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
11 this interrogatory on the grounds that the term “position” is vague and ambiguous, and on that  
12 basis unduly burdensome and oppressive. Defendant further objects to this interrogatory on the  
13 grounds that it is irrelevant and not reasonably calculated to lead to the discovery of admissible  
14 evidence. Accordingly, Defendant interprets this interrogatory to request information related to  
15 whether the individuals listed in Interrogatory No. 40 were corporate directors and/or officers of  
16 any corporation or entity that built, or was in the business of building, the sign at issue in  
17 plaintiff’s Complaint. Subject to and without waiving the foregoing objections, Defendant  
18 responds as follows:

19 Terry Long – President, Ad Art Electronic Sign Corp. (beginning in or about 1985-2001)

20 Director, Display Technologies, Inc. (fka La-Man, Inc.) (1998-2001)

21 **INTERROGATORY NO. 41: [sic]**

22 From the date of incorporation to the present, please list the names and business  
23 addresses of all of Defendant’s shareholders, stockholders, partners, and/or owners who/which  
24 own at least 5% of the shares, stock, or voting stock of Defendant’s corporation and/or  
25 who/which own at least 5% of the corporation - including the percentage owned by each and a  
26 description of what is owned (e.g. percentage of the corporation, shares, voting stock, etc.).

27 ///

1 ANSWER TO INTERROGATORY NO. 41: [sic]

2 Defendant incorporates each General Objection by reference herein. Defendant further  
3 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
4 this interrogatory on the grounds that the phrase, "and/or who/which own at least 5% of the  
5 corporation" is unintelligible. Subject to and without waiving the foregoing objections,  
6 Defendant responds as follows: Defendant is a California C corporation with one class of stock.  
7 Rounded to the nearest percentage based upon currently issued shares, individuals owning  
8 greater than 5% of Defendant's stock is listed as follows:

- 9 • Terry Long (and spouse) - 22%
- 10 • Robert Kierejczyk (and spouse) - 22%
- 11 • Duane Contento - 22%
- 12 • Jeremy Anderson - 11%
- 13 • David Esajian - 6%
- 14 • Doug Head (and spouse) - 8%

15 INTERROGATORY NO. 42:

16 From the date of incorporation to present, please list the physical address(es) where your  
17 products are fabricated, engineered, manufactured and/or produced.

18 ANSWER TO INTERROGATORY NO. 42:

19 Defendant incorporates each General Objection by reference herein. Defendant further  
20 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
21 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
22 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
23 follows: At all times since its incorporation in 2003, Defendant has never owned a facility that  
24 fabricates or manufactures its products. Defendant's products have been fabricated,  
25 manufactured and/or produced by third party subcontractors, vendors and/or suppliers.

26 ///

1 **INTERROGATORY NO. 43:**

2 For each such location listed in Interrogatory No. 42 above, please indicate whether  
3 Defendant built the structure on the land itself or whether the structure was pre-existing. If the  
4 structure was pre-existing, please indicate who/which entity Defendant purchased/leased the  
5 structure from and what the structure was used for by its previous occupants.

6 **ANSWER TO INTERROGATORY NO. 43:**

7 Defendant incorporates each General Objection by reference herein. Defendant further  
8 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
9 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
10 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
11 follows: Not applicable.

12 **INTERROGATORY NO. 44:**

13 Please indicate whether Defendant assumed any debts of any other corporation at or  
14 around the time it was incorporated. If so, please describe such debts and who/which company  
15 owed the debts.

16 **ANSWER TO INTERROGATORY NO. 44:**

17 Defendant incorporates each General Objection by reference herein. Defendant further  
18 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
19 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
20 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
21 follows: Defendant did not assume the existing debt of any other corporation at or around the  
22 time it was incorporated.

23 ///

24 ///

25 ///

1 **INTERROGATORY NO. 45:**

2 Please indicate whether Defendant acquired, obtained, purchased, leased, and/or  
3 otherwise obtained any client lists, customer lists, business contact lists, trade secrets,  
4 proprietary business information, and/or other confidential information from any other  
5 company/corporation (whether active or inactive) at or around the time of incorporation. If so,  
6 please indicate which company/corporation such information was obtained from.

7 **ANSWER TO INTERROGATORY NO. 45:**

8 Defendant incorporates each General Objection by reference herein. Defendant further  
9 objects to this interrogatory on the grounds that it is compound. Defendant further objects to  
10 this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and  
11 oppressive. Subject to and without waiving the foregoing objections, Defendant responds as  
12 follows: As set forth in prior responses to discovery, Defendant acquired naming rights,  
13 website address and telephone number from NASCO at or around the time of its incorporation  
14 through a written agreement previously produced to Plaintiff.

15 **INTERROGATORY NO. 46:**

16 Please indicate whether Defendant obtained, purchased, leased, procured, acquired,  
17 inherited, and/or otherwise received any intellectual property from any other  
18 company/corporation (whether active or inactive) at or around the time of incorporation. If so,  
19 please indicate which company/corporation such intellectual property was obtained from.

20 **ANSWER TO INTERROGATORY NO. 46:**

21 Defendant incorporates each General Objection by reference herein. Defendant further objects  
22 to this interrogatory on the grounds that it is compound. Defendant further objects to this  
23 interrogatory on the grounds that the phrase "intellectual property" is vague and ambiguous.  
24 Defendant further objects to this interrogatory on the grounds that it is overbroad, and on that  
25 basis unduly burdensome and oppressive. Subject to and without waiving the foregoing  
26 objections, Defendant responds as follows: Other than as set forth in response to Interrogatory  
27 No. 45, Defendant did not acquire any "intellectual property" at or around the time of  
28



incorporation.

**INTERROGATORY NO. 47:**

Please indicate whether Defendant obtained, purchased, leased, procured, acquired, inherited, and/or otherwise received any physical property from any other company/corporation (whether active or inactive) at or around the time of incorporation. If so, please indicate which company/corporation such physical property was obtained from.

**ANSWER TO INTERROGATORY NO. 47:**

Defendant incorporates each General Objection by reference herein. Defendant further objects to this interrogatory on the grounds that it is compound. Defendant further objects to this interrogatory on the grounds that it is overbroad, and on that basis unduly burdensome and oppressive. Defendant further objects to this interrogatory on the grounds that it is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, Defendant responds as follows: At or around the time of incorporation, Defendant purchased and/or leased certain physical property from third parties associated with setting up offices, including but not limited to computers, office furniture and supplies.

DATED this 17<sup>th</sup> day of October, 2016.

Respectfully submitted,

RAY LEGO & ASSOCIATES

*Samantha D. Hunter* #14034  
for TIMOTHY F. HUNTER, ESQ.

Nevada Bar No. 010622  
7450 Arroyo Crossing Parkway, Suite 250  
Las Vegas, NV 89113

Attorney for Defendant, AD ART, INC.

Ray Lego & Associates  
7450 Alamo Crossing Parkway, Suite 250  
Las Vegas, Nevada 89113  
Telephone No. (702) 479-4350  
Facsimile No. (702) 270-4602

VERIFICATION

STATE OF NEVADA

COUNTY OF CLARK

) ss.  
)

Dana Long, Esq., being first duly sworn, deposes and says: I am an employee of the named Defendant in the above-entitled action. I have read the foregoing document entitled DEFENDANT AD ART, INC.'S ANSWERS TO PLAINTIFF'S INTERROGATORIES, SET TWO and know the contents thereof; and that the same are true of my own personal knowledge, except for those matters therein stated on information and belief and, as to those matters, I believe them to be true.

  
DANA LONG, ESQ.

SUBSCRIBED and SWORN to before me  
this \_\_\_\_ day of October, 2016.

\_\_\_\_\_  
Notary Public in and for said County  
and State

## JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 12<sup>th</sup> day of Oct, 2016 by Dana Long

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature (Seal)



### OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Verification

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Defendant Ad Art Inc's  
Additional information  
answers to plaintiff's  
interrogatories, set  
two

### INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a Jurat stamp containing the correct wording or attaching a separate Jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the Jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the Jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different Jurat form.
  - ❖ Additional information is not required but could help to ensure this Jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.


**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of RAY LEGO & ASSOCIATES and that on the 17<sup>th</sup> day of October, 2016 I caused the foregoing DEFENDANT AD ART, INC.'S ANSWERS TO PLAINTIFF'S INTERROGATORIES, SET TWO to be served as follows:

X pursuant to N.E.F.C.R. 9 by serving it via electronic service.

To the attorneys listed below:

Ryan D. Krametbauer, Esq., #12800 BRENSKE & ANDREEVSKI 3800 Howard Hughes Parkway, #500 Las Vegas, NV 89169	P: 702/385-3300 F: 702/385-3823 Attorneys for Plaintiff, CHARLES SCHUELER
--	--

  
An employee of RAY LEGO & ASSOCIATES

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# Exhibit “3”

1 DISTRICT COURT

2 CLARK COUNTY, NEVADA

3 CHARLES SCHUELER, \* CASE NO.: A-15-722391-C  
4 Plaintiff, \* DEPT. NO.: XVII  
5 VS. \* Job No.: 378149  
6 MGM GRAND HOTEL, LLC, a \*  
Domestic Limited Liability \*  
7 Company d/b/a MGM GRAND; MGM \*  
RESORTS INTERNATIONAL, a \*  
8 Foreign Corporation d/b/a MGM \*  
GRAND; AD ART, INC., a Foreign \*  
9 Corporation; 3A COMPOSITES USA \*  
INC., a Foreign Corporation \*  
10 a/k/a ALUCOBOND TECHNOLOGIES \*  
CORPORATION; DOES 1 - 25; ROE \*  
11 CORPORATIONS 1 - 25; inclusive, \*  
12 Defendants. \*

13

14

\*\*\*\*\*

15

ORAL DEPOSITION OF  
DOUGLAS ALAN HEAD  
APRIL 27, 2017

16

17

\*\*\*\*\*

18

19 ORAL DEPOSITION OF DOUGLAS ALAN HEAD, produced as a witness  
20 at the instance of the Plaintiff, and duly sworn, was taken in the  
21 above-styled and numbered cause on the 27th day of April 2017,  
22 from 2:19 p.m. to 3:29 p.m., before June Pate, CSR in and for the  
23 State of Texas, reported by machine shorthand, at the Regus  
24 Business Center, 405 State Highway 121, Suite A250, Lewisville,  
25 Texas, pursuant to the Nevada Rules of Civil Procedure.

Page 2		Page 4	
APPEARANCES		PROCEEDINGS	
1	FOR THE PLAINTIFF:	1	(Exhibit Nos. 1 and 2 marked.)
2	Mr. Ryan D. Krametbauer	2	
3	(Appearing Telephonically)	3	DOUGLAS ALAN HEAD,
4	BRENSKE & ANDREEVSKI	4	having been duly sworn, testified under oath as follows:
5	3800 Howard Hughes Parkway	5	EXAMINATION
6	Suite 500	6	BY MR. KRAMETBAUER:
7	Las Vegas, Nevada 89169	7	Q. Mr. Head, can you hear me okay?
8	702-385-3300	8	A. Yes, I can.
9	wbrenskeshotmail.com	9	Q. I got a chance to briefly introduce myself off the
10		10	record. My name is Ryan Krametbauer. I'm from the law firm of
11	FOR THE DEFENDANT AD ART, INC.:	11	Brenske & Andreevski here in Las Vegas, and we represent the
12	Mr. Timothy F. Hunter	12	Plaintiff in this case Charles Schular.
13	(Appearing Telephonically)	13	Can I get you to please state and spell your name
14	RAY LEGG & ASSOCIATES	14	for the record?
15	7450 Arroyo Crossing Parkway	15	A. Douglas Alan Head, D-O-U-G-L-A-S, A-L-A-N, H-E-A-D.
16	Suite 250	16	Q. Is it okay if I call you Mr. Head?
17	Las Vegas, Nevada 89113	17	A. That's perfect.
18	702-479-4371	18	Q. Okay. Have you ever had your deposition taken before?
19	thunter@travelers.com	19	A. Yes.
20	- AND -	20	Q. How many times?
21	Mr. Dana Long	21	A. Three.
22	Vice-President & General Counsel	22	Q. When was the last time that you had your deposition
23	(Appearing Telephonically)	23	taken?
24	AD ART, INC.	24	A. Probably over ten years ago.
25	150 Executive Park Boulevard	25	Q. So it has been a while. What I'm going to do is, real
	Suite 2100		
	San Francisco, California 94134		
	415-860-6466		
	dana.long@adart.com		
	FOR THE DEFENDANT 3A COMPOSITES USA, INC.:		
	Mr. Edward Silverman		
	(Appearing Telephonically)		
	ALVIERSON, TAYLOR, MORTENSEN & SANDERS		
	7401 West Charleston Boulevard		
	Las Vegas, Nevada 89117-1401		
	702-384-7000		
	esilvermansalversontaylor.com		

Page 6

1 "huh-uh" aren't going to make a clear record. Even though I can  
 2 tell by the inflection in your voice you may be answering with a  
 3 yes or no by using an "uh-huh" or "huh-uh," it doesn't make a  
 4 clear record when I go to read the transcript later on. So do me  
 5 a favor and try to use yes or no type answers, and then, of  
 6 course, elaborate the questions that call for you to elaborate.  
 7 Okay?  
 8 A. Okay.  
 9 Q. I don't know or I don't remember are perfectly  
 10 reasonable answers, if those are the truth. Okay?  
 11 A. Okay.  
 12 Q. One of the most important rules about a deposition, I  
 13 want to make sure you understand the question that is being asked  
 14 because if you answer one of my questions, I'm going to assume  
 15 that you understood the question; is that fair?  
 16 A. Yes.  
 17 Q. If you can't hear me because we're over the telephone  
 18 or my question was just so crazy that you don't understand it,  
 19 because that's happened before, trust me, please ask me to  
 20 rephrase the question or repeat the question so that you can  
 21 understand it fully. Okay?  
 22 A. Okay.  
 23 Q. Do you understand that the oath you've just taken  
 24 carries the same weight and penalties of perjury as if you were  
 25 before a judge and a jury?

Page 7

1 A. Yes.  
 2 Q. Now, at the conclusion of this deposition, you'll be  
 3 given an opportunity to read through your deposition transcript  
 4 and make changes to it. Okay? Now, if you make minor changes,  
 5 you know, about, like, days and time like that, you know, later  
 6 on, you know, your recollection is refreshed or, you know, we ask  
 7 for some further information later on and you need to go back to  
 8 your office and get something, that's fine. But if you change any  
 9 substantive testimony -- and the example that we always like to  
 10 use in a plaintiff's personal injury world is, you know, an auto  
 11 accident. The deponent, such as yourself, testified that the  
 12 light is green and then later on they read through their  
 13 deposition transcript and they say, No, the light was red, that's  
 14 a very substantive piece of information that I can use to impeach  
 15 your credibility at the time of trial.  
 16 Do you understand that?  
 17 A. Yes.  
 18 Q. I want you to make -- I want to make sure you're  
 19 comfortable during this deposition process. So if you need to  
 20 take a break, please just let me know. We can go ahead and go off  
 21 the record for a few minutes. You can take a restroom break or  
 22 get a drink of water, or what have you. I just ask if there is a  
 23 question pending, please answer my question, and then we'll go  
 24 ahead and go off the record. Okay?  
 25 A. No problem. Thank you.

Page 8

1 Q. Mr. Head, what documents, if any, have you reviewed in  
 2 preparation for this deposition today?  
 3 A. None.  
 4 Q. You haven't read any of the interrogatories in this  
 5 case?  
 6 A. No.  
 7 Q. Have you read the affidavit of Terry Long?  
 8 A. No.  
 9 Q. Have you read any of the deposition testimony in this  
 10 case?  
 11 A. No.  
 12 Q. Have you reviewed any work orders or change orders or  
 13 construction contracts, contractor contracts, anything like that  
 14 in this case?  
 15 A. No.  
 16 Q. Other than possibly conversing with counsel, did you  
 17 talk to anybody else regarding your deposition testimony today?  
 18 A. Yes.  
 19 Q. Who?  
 20 A. My wife. She gave me directions here.  
 21 Q. I appreciate that. And your wife didn't talk -- didn't  
 22 talk about anything substantive regarding the case, just the  
 23 directions to Ragus?  
 24 A. Correct.  
 25 Q. Okay. Anybody else?

Page 9

1 A. No.  
 2 Q. Anybody at Ad Art that you talked to, other than  
 3 counsel?  
 4 A. We had a conference call with all parties at the same  
 5 time.  
 6 Q. Who was on that conference call?  
 7 A. Myself, Terry Long, the attorney and Dana Long?  
 8 Q. What is your position with Ad Art currently?  
 9 A. With the current -- the live Ad Art, I'm executive  
 10 vice-president.  
 11 Q. What is your job description or the duty, what is --  
 12 what do you do from day to day?  
 13 A. Mostly I handle the Dallas office.  
 14 Q. The Dallas files?  
 15 A. The Dallas office, yes.  
 16 Q. Okay. Dallas office. What type of projects in Dallas  
 17 do you oversee?  
 18 A. Channel letter jobs like Men's Warehouse, things of  
 19 that nature.  
 20 Q. Do you still -- do you oversee pylon sign construction?  
 21 A. No.  
 22 Q. Who does in the Dallas office?  
 23 A. We build very little pylons in the Dallas office.  
 24 Q. When is the last time that you were involved in the  
 25 construction of a pylon?



Page 10

1 A. Probably six years ago.  
 2 Q. What was the project?  
 3 A. It was -- I don't remember the name of the project. It  
 4 was in North Carolina. That's what I remember.  
 5 Q. And when I say "a pylon sign," I'm obviously referring  
 6 to something like the MGM sign in question. Do you understand  
 7 what I'm saying?  
 8 A. Well, the pylon at the MGM is a one of a kind, and we  
 9 don't do anything like that ever.  
 10 Q. Okay. But the MGM sign, which is the subject of this  
 11 litigation that is -- we can refer to that as a pylon sign; is  
 12 that fair?  
 13 A. Yes.  
 14 Q. What is your understanding -- what is your  
 15 understanding about the allegations in this lawsuit?  
 16 A. I have no idea.  
 17 Q. Do you know what this lawsuit is about?  
 18 A. I understand that someone who worked for another sign  
 19 company didn't have a safety belt on and fell off the sign.  
 20 That's what I know.  
 21 Q. Okay. And do you know who built the sign?  
 22 A. Yes, the previous old dead Ad Art built the sign.  
 23 Q. When did Ad Art build the sign?  
 24 A. I'm not sure what year.  
 25 Q. If you could look at Plaintiff's Exhibit Number 1. Do

Page 11

1 you have that document in front of you?  
 2 A. Yes, I do.  
 3 Q. Have you ever seen this document?  
 4 A. No, I have not.  
 5 Q. Clark County building permit -- or excuse me -- Clark  
 6 County Building Department Permit. Do you see that at the top?  
 7 A. Yes, I do.  
 8 Q. You understand that -- that the MGM sign that was built  
 9 on or around, you know, the 1993, 1994 era is in Clark County. Do  
 10 you understand that?  
 11 A. I believe it was in Clark County, yes.  
 12 Q. Okay. So as I look at this building permit, you see  
 13 the property owner is MGM Grand Hotel, Inc.?  
 14 A. Yes.  
 15 Q. And do you see the contractor is Ad Art, Inc.?  
 16 A. Yes.  
 17 Q. And the date this permit was pulled or issued was  
 18 October of '93?  
 19 A. Yes.  
 20 Q. Now, down at the bottom, there is a Licensed  
 21 Contractors Declaration. Do you see that?  
 22 A. Owner-Builder Declaration, is that the one -- okay. I  
 23 see that. Yes.  
 24 Q. Yeah, it's above that.  
 25 A. Yes.

Page 12

1 Q. And there is a signature there, and it then says,  
 2 Ad Art Sign, Inc.?  
 3 A. Yes.  
 4 Q. Do you know whose signature that is?  
 5 A. I believe it's Richard Shade.  
 6 Q. Who is Richard Shade?  
 7 A. He was someone who worked for the old, dead company.  
 8 Q. And what company is that?  
 9 A. Well, I knew it as Ad Art Signs.  
 10 Q. But at the time of the building permit, it says the  
 11 contractor is Ad Art, Inc.; is that correct?  
 12 A. That's what this document says. That's correct.  
 13 Q. And what is the name of the company that you work for  
 14 now?  
 15 A. Ad Art.  
 16 Q. It's not officially called Ad Art, Inc.?  
 17 A. You know, I don't know how it's chartered.  
 18 Q. Would you have any reason to disagree with me if I  
 19 represented to you that the current corporation of Ad Art is  
 20 called Ad Art, Inc.?  
 21 MR. HUNTER: Objection: Calls for speculation.  
 22 Q. (By Mr. Kramethauer) You can answer.  
 23 A. I have no idea.  
 24 Q. But as we sit here today, looking at a document  
 25 regarding the -- well, let's back up.

Page 13

1 So the permit on this Exhibit 1, it's for a  
 2 sign-billboards; is that correct?  
 3 A. It says a billboard, yes.  
 4 Q. And the contractor is listed as Ad Art, Inc.?  
 5 A. Well, it's listed as Ad Art, Inc. It's listed with two  
 6 different names here.  
 7 Q. What is the other name?  
 8 A. Ad Art Sign, Inc.  
 9 Q. And that's -- that was written in by Richard Shade?  
 10 A. Correct.  
 11 Q. Is Richard -- where is Richard today?  
 12 A. He's dead.  
 13 Q. When did Richard -- I'm sorry to hear that. When did  
 14 Richard die?  
 15 A. Approximately -- I only heard through the grapevine  
 16 maybe five years ago, but I'm only guessing.  
 17 Q. So now let's take a look at Exhibit 2. This is -- it's  
 18 called Schueler Research, and it's got my chicken scratch at the  
 19 top and then --  
 20 A. Uh-huh.  
 21 Q. -- and there is Ad Art. Do you see that?  
 22 A. Yes.  
 23 Q. And then it lists the executive committee?  
 24 A. Uh-huh.  
 25 A. Do you see about five names down it lists you?

Page 14

1 A. Yes.

2 Q. It says you're executive vice-president national sales.

3 Is that still your position?

4 A. Yes.

5 Q. But you really only handle the Dallas office; is that

6 correct?

7 A. The Dallas office handles national sales.

8 Q. Okay. Fair enough. Now, here it says that you have

9 been with the company for more than 35 years; is that right?

10 A. No. It says I've been in the sign industry 35 years.

11 Q. That's correct. I apologize. I kind of jumped ahead

12 of myself. He's advanced in various capacities at Ad Art,

13 includes a ten-year stretch as manager of a Las Vegas division

14 during which time it installed the MGM, Treasure Island, Rio and

15 Mirage pylons.

16 Do you see that?

17 A. Yes.

18 Q. So were you part of the team that installed the MGM

19 pylon?

20 A. No.

21 Q. Who was?

22 A. Gordon Kitto.

23 Q. Can you spell his last name for me?

24 A. K-I-T-T-O.

25 Q. Is Gordon still with Ad Art?

Page 15

1 A. No. He's dead.

2 Q. When did Gordon Kitto die?

3 A. Maybe -- I'm only speculating -- eight years ago.

4 Q. All right. Who else was part of the Las Vegas division

5 when the MGM sign was involved?

6 MR. HUNTER: I'm going to object as vague and

7 ambiguous.

8 Q. (By Mr. Kramethbauer) You can answer.

9 A. I was more involved with the sales end of it. I can

10 tell you a couple -- Lynn Weaver was a salesperson at the time, I

11 think, and maybe not even then. Maybe that was later. Terry Long

12 came down. I can't really tell you. You know, we had lots of

13 installers. We had lots of that, but most of my time I spent with

14 the salespeople.

15 Q. And that would have had been Lynn Weaver and

16 Terry Long?

17 A. Yeah. There was others, but I can't remember all of

18 their names.

19 Q. And when was -- when were you involved in this? Like,

20 what years was this -- was this occurring?

21 A. I have no recollection of what years. I mean, it was

22 all ancient history in the old, dead company. I don't --

23 I don't --

24 Q. Was it in the 13 -- early 1990s?

25 A. I already told you. I don't remember.

Page 16

1 Q. Who did you deal with on the MGM side?

2 A. Nobody.

3 Q. Excuse me. On the MGM side, who with MGM did you deal

4 with?

5 A. I dealt with nobody.

6 Q. Who at Ad Art dealt with MGM?

7 A. Terry Long.

8 Q. So when this -- this printout from Ad Art's website

9 talked about your time or your advancement in various capacities

10 at Ad Art, what is -- what was your involvement with the MGM or

11 the construction of the MGM pylon, other than with the sales?

12 A. I wasn't involved in the sales nor the installation of

13 the MGM pylon.

14 Q. Okay. Who else was involved in the installation, other

15 than Gordon Kitto?

16 A. I do not recall.

17 Q. What was Gordon Kitto's job at Ad Art during this time?

18 A. Production manager.

19 Q. Is Lynn Weaver still alive?

20 A. I have no idea.

21 Q. Do you know where Lynn Weaver is now?

22 A. I have no idea.

23 Q. When did Lynn Weaver leave the company?

24 A. I have no idea.

25 MR. HUNTER: Objection to form, vague and

Page 17

1 ambiguous as to the certain company.

2 Q. (By Mr. Kramethbauer) What was Lynn Weaver's job during

3 the installation of the MGM pylon?

4 A. I'm not even sure she was working for us during the MGM

5 pylon, but she was a salesperson that worked for us in Las Vegas

6 at one time.

7 Q. And what was Terry Long's position during the

8 installation of the MGM pylon?

9 A. I believe he was president.

10 Q. And from 1993 to 1998, what company were you working

11 for or companies, rather?

12 A. I knew it as Ad Art.

13 Q. So you were working for Ad Art in 1993?

14 A. Yes.

15 Q. And then in 1994, who were you working for?

16 A. As far as I know, I have always worked for -- the old

17 company, as far as I ever knew it, was called Ad Art.

18 Q. Okay. And then when did the old company that you are

19 referring to become the new company that you are referring to or

20 the current company?

21 A. It never became --

22 MR. HUNTER: Object to form, vague and ambiguous.

23 Q. (By Mr. Kramethbauer) Go ahead.

24 A. It never became the new company. The old company died,

25 and I wasn't even with the old company when it died, so I don't

<p>Page 18</p> <p>1 know when it died. I just know that it did.</p> <p>2 Q. So do you know when the old company died, in your own</p> <p>3 words?</p> <p>4 A. No.</p> <p>5 Q. Where were you when, quote, unquote, the company died?</p> <p>6 A. U.S. Signs.</p> <p>7 Q. When did you leave Ad Art and work for U.S. Signs?</p> <p>8 A. I think -- if my memory serves me right, possibly</p> <p>9 around 2000, '99.</p> <p>10 Q. About 1999 and 2000?</p> <p>11 A. Something like that, yes.</p> <p>12 Q. And how long were you at U.S. Signs?</p> <p>13 A. About two years, I think.</p> <p>14 Q. And where did you go after U.S. Signs?</p> <p>15 A. I started to work with the new Ad Art.</p> <p>16 Q. That was after the two-year stint at U.S. Signs?</p> <p>17 A. Correct.</p> <p>18 Q. So about 2002?</p> <p>19 A. I have no idea.</p> <p>20 Q. 2003?</p> <p>21 A. I have no idea on the time frame. I was only guessing.</p> <p>22 Q. I don't want you to guess.</p> <p>23 A. Okay. Then I have no idea.</p> <p>24 Q. We can use your best estimate. Do you have an estimate</p> <p>25 when you joined with Ad Art after leaving U.S. Signs?</p>	<p>Page 20</p> <p>1 pylon.</p> <p>2 A. There were 350 employees, my guess.</p> <p>3 Q. And I appreciate that. I want to know the ones working</p> <p>4 for the MGM pylon.</p> <p>5 A. I don't recall.</p> <p>6 Q. Where would that information be?</p> <p>7 A. I have no idea. The company guide. The files were</p> <p>8 thrown away. I have no idea.</p> <p>9 Q. Who threw the files away?</p> <p>10 A. I have no idea.</p> <p>11 Q. Who would have that information?</p> <p>12 A. I don't know. I wasn't with the company when it</p> <p>13 happened.</p> <p>14 Q. How do you know the files were thrown away?</p> <p>15 A. Because I have asked and looked for -- for old</p> <p>16 documents and could never find them.</p> <p>17 Q. Who did you ask for old documents?</p> <p>18 A. I asked Terry for old documents.</p> <p>19 Q. Anybody else?</p> <p>20 A. No.</p> <p>21 Q. What did Terry say when you asked him for old</p> <p>22 documents?</p> <p>23 A. He said he had no idea where they were at.</p> <p>24 Q. Anything else?</p> <p>25 A. No.</p>
<p>Page 19</p> <p>1 A. I think 2005.</p> <p>2 Q. And what was your job for Ad Art in 2005?</p> <p>3 A. Salesperson.</p> <p>4 Q. Have you ever had an ownership interest in Ad Art?</p> <p>5 MR. HUNTER: Object to form, vague as to "Ad Art."</p> <p>6 A. I have -- I had no ownership of the old, dead Ad Art.</p> <p>7 I have a stock ownership in the new Ad Art.</p> <p>8 Q. (By Mr. Krametbauer) Okay. So in the Ad Art that</p> <p>9 built the MGM pylon back in the 1990s, you did not have an</p> <p>10 ownership interest in that company; is that correct?</p> <p>11 A. That is correct.</p> <p>12 Q. But you could have an ownership company -- excuse me.</p> <p>13 Strike that.</p> <p>14 You do have ownership in a company known as Ad Art</p> <p>15 today; is that correct?</p> <p>16 A. Correct.</p> <p>17 Q. Other than the people that we have listed,</p> <p>18 Gordon Kitto, Lynn Weaver and Terry Long, who else, to the best of</p> <p>19 your knowledge, was involved in the installation of the MGM pylon?</p> <p>20 A. I do not recall.</p> <p>21 Q. Any other names of people working at Ad Art at the</p> <p>22 time?</p> <p>23 A. I don't know. Working for Ad Art at the time, the old</p> <p>24 dead Ad Art?</p> <p>25 Q. Working for Ad Art during the installation of the MGM</p>	<p>Page 21</p> <p>1 Q. What all documents were you looking for?</p> <p>2 A. A file on how a sign was built. I don't recall the</p> <p>3 name.</p> <p>4 Q. Do you know the state that it was located in?</p> <p>5 A. I believe it was in North Carolina.</p> <p>6 Q. And how long ago did you make this request of Terry</p> <p>7 regarding the old documents?</p> <p>8 A. Years.</p> <p>9 Q. More than five years ago?</p> <p>10 A. Yes.</p> <p>11 Q. Did you have any involvement in the Treasure Island</p> <p>12 pylon installation?</p> <p>13 A. No.</p> <p>14 Q. Did you have any involvement in the Rio pylon</p> <p>15 installation?</p> <p>16 A. No.</p> <p>17 Q. Did you have any involvement in the Mirage pylon</p> <p>18 installation?</p> <p>19 A. No.</p> <p>20 Q. Who was involved with the Treasure Island pylon</p> <p>21 installation?</p> <p>22 A. Gordon Kitto.</p> <p>23 Q. Who else?</p> <p>24 A. I don't know.</p> <p>25 Q. Who was involved in the Rio pylon installation?</p>

<p style="text-align: right;">Page 22</p> <p>1 A. Gordon Kitto.</p> <p>2 Q. Anybody else?</p> <p>3 A. I don't know.</p> <p>4 Q. Who was involved in the Mirage pylon installation?</p> <p>5 A. Gordon Kitto.</p> <p>6 Q. Anybody else?</p> <p>7 A. I don't know.</p> <p>8 Q. As far as the MGM pylon is concerned, were there any</p> <p>9 subcontractors hired by Ad Art?</p> <p>10 A. I have no idea.</p> <p>11 Q. Where were the materials purchased from?</p> <p>12 A. I have no idea.</p> <p>13 Q. Do you know if the Alucobond or any material from 3A</p> <p>14 was purchased by Ad Art for the construction of the sign?</p> <p>15 A. I have no idea.</p> <p>16 Q. Where would that information be?</p> <p>17 A. That, I would have no idea. Those records don't -- as</p> <p>18 far as I know, don't exist.</p> <p>19 Q. Who would be the best person to talk to about getting</p> <p>20 those records?</p> <p>21 A. I have no idea. I don't even know if they exist.</p> <p>22 Q. Would -- would it be Terry Long?</p> <p>23 A. I answered it once.</p> <p>24 Q. Well, I'm asking you. Who would be --</p> <p>25 A. I have no idea.</p>	<p style="text-align: right;">Page 24</p> <p>1 MR. HUNTER: Objection: Calls for speculation.</p> <p>2 A. I am not -- I wasn't an owner, so I'm not positive. I</p> <p>3 always saw him as a man of authority.</p> <p>4 Q. (By Mr. Kramethauer). But when you were working at</p> <p>5 Ad Art at the time of the MGM sign construction, you understood</p> <p>6 that Terry Long was an owner of that company?</p> <p>7 A. I understood that Terry was president.</p> <p>8 Q. Okay. And who currently owns Ad Art, Inc.?</p> <p>9 A. I don't know who owns --</p> <p>10 MR. HUNTER: Object to form, vague and ambiguous</p> <p>11 as to Ad Art.</p> <p>12 Q. (By Mr. Kramethauer) Is Terry Long a current owner of</p> <p>13 Ad Art, Inc.?</p> <p>14 A. Terry is a current owner of the Ad Art that exists now.</p> <p>15 Q. So that's a yes?</p> <p>16 A. I don't know if it's Ad Art, Inc. So I'm telling you</p> <p>17 he's an owner of the -- part owner of the Ad Art now, a</p> <p>18 stockholder.</p> <p>19 Q. Is Mr. Lou Papais still alive?</p> <p>20 A. Yes.</p> <p>21 Q. Where is Mr. Papais, Lou Papais?</p> <p>22 A. The last time I heard, he was in the hospital.</p> <p>23 Q. Do you know what state he lives in?</p> <p>24 A. California.</p> <p>25 Q. When was the last time that you talked to him?</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. -- the person at Ad Art to talk to about getting the</p> <p>2 documents regarding people involved with the MGM pylon</p> <p>3 installation?</p> <p>4 A. The old Ad Art --</p> <p>5 MR. HUNTER: Objection: Vague and ambiguous as to</p> <p>6 "Ad Art."</p> <p>7 A. The old, dead Ad Art doesn't exist, and I have no idea</p> <p>8 where any records from the old, dead Ad Art are.</p> <p>9 Q. (By Mr. Kramethauer) Do you know anything about the</p> <p>10 liquidation of Ad Art, Inc.?</p> <p>11 A. No.</p> <p>12 Q. Do you know anything about the acquisition or purchase</p> <p>13 of Ad Art's assets?</p> <p>14 A. No.</p> <p>15 Q. Who was the owner of Ad Art, Inc., when the MGM pylon</p> <p>16 was constructed?</p> <p>17 A. I believe it was Lou Papais, Dan O'Leary, John Papais</p> <p>18 and Terry Long.</p> <p>19 Q. I apologize because the phone kind of cut out there,</p> <p>20 but you listed, I think, four names. Can you give me it one more</p> <p>21 time: Do your best on spelling their last name for me.</p> <p>22 A. Lou Papais, P-A-P-A-I-S; John Papais, same spelling;</p> <p>23 Dan O'Leary, O-L-E-A-R-Y; and Terry Long.</p> <p>24 Q. To the best of your knowledge, Terry Long was an owner</p> <p>25 of the -- the Ad Art who had built the MGM pylon?</p>	<p style="text-align: right;">Page 25</p> <p>1 A. Christmastime last year.</p> <p>2 Q. Do you have any contact information?</p> <p>3 A. No, I do not.</p> <p>4 Q. How about John Papais?</p> <p>5 A. John Papais?</p> <p>6 Q. Is he still alive?</p> <p>7 A. He's deceased.</p> <p>8 Q. When did John Papais pass away?</p> <p>9 A. I do not recall the year, but it was at least 20 years</p> <p>10 ago.</p> <p>11 Q. How about Dan O...</p> <p>12 A. Dan O'Leary, he passed away.</p> <p>13 Q. O'Leary. I can't read my own handwriting.</p> <p>14 Is Dan O'Leary still alive?</p> <p>15 A. No. He passed away also.</p> <p>16 Q. When did he pass away?</p> <p>17 A. I'm guessing maybe six or seven years ago.</p> <p>18 Q. And Terry Long is still alive, correct?</p> <p>19 A. Correct.</p> <p>20 Q. Any other owners that you knew about at the time of the</p> <p>21 MGM sign construction?</p> <p>22 A. No.</p> <p>23 Q. I apologize, but we earlier talked about</p> <p>24 Richard Shade. What was his position with the company in 1993?</p> <p>25 A. As I recall, he did electronics, and at time he would</p>

<p style="text-align: right;">Page 26</p> <p>1 do running for us to pick items up.</p> <p>2 Q. Was he an electrician?</p> <p>3 A. No.</p> <p>4 Q. Did he have any professional licensure?</p> <p>5 A. I have no idea.</p> <p>6 Q. Did you know Richard Shada back in 1993?</p> <p>7 A. Yes.</p> <p>8 Q. Did you and Richard work together?</p> <p>9 A. Yes.</p> <p>10 Q. Where were you working in 1993? Like, where was your</p> <p>11 office?</p> <p>12 A. We moved three different times. I don't recall the</p> <p>13 contact address.</p> <p>14 Q. So of the three places that you had moved to or from,</p> <p>15 where were they?</p> <p>16 A. I don't recall the addresses.</p> <p>17 Q. Do you have -- were they in Las Vegas?</p> <p>18 A. Yes.</p> <p>19 Q. Were all three in Las Vegas?</p> <p>20 A. Yes.</p> <p>21 Q. So -- just give me the span of years. You moved three</p> <p>22 times in Las Vegas in 1993 or was this over a period of time?</p> <p>23 A. The period of time that I was in Las Vegas.</p> <p>24 Q. So starting in 1992, was the office in Las Vegas?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 28</p> <p>1 up using a different -- a name that we were familiar with.</p> <p>2 Q. Who is "we"?</p> <p>3 A. Me, Terry Long, Bob Kierejczyk, Dave Esajian,</p> <p>4 Lori Volheim, Jeremy Anderson, Brian Connolly.</p> <p>5 Q. How many of the people that you just named were</p> <p>6 associated with the, quote, unquote, dead Ad Art?</p> <p>7 A. Three, maybe four.</p> <p>8 Q. Which ones?</p> <p>9 A. Bob Kierejczyk. Don't ask me to spell it because I</p> <p>10 still can't. Jeremy --</p> <p>11 Q. I have got it here on Exhibit 2.</p> <p>12 A. Jeremy Anderson --</p> <p>13 Q. Go ahead. Jeremy Anderson, Bob Kierejczyk?</p> <p>14 A. That's about it.</p> <p>15 Q. How about Terry Long?</p> <p>16 A. Well, Terry Long, yes.</p> <p>17 Q. And you, correct?</p> <p>18 A. Correct.</p> <p>19 Q. What about Duane Contento?</p> <p>20 A. I believe he worked as a salesman, yes.</p> <p>21 Q. At the old Ad Art and the new Ad Art?</p> <p>22 A. He worked at the old company and the new company,</p> <p>23 correct.</p> <p>24 Q. Okay. How about Dana Long?</p> <p>25 A. Dana Long, as far as I can recall, never worked at the</p>
<p style="text-align: right;">Page 27</p> <p>1 Q. And then it moved -- when was the first time that you</p> <p>2 moved?</p> <p>3 A. I have no idea on the dates.</p> <p>4 Q. So while you were at Ad Art in the 1990s, you moved</p> <p>5 three times in Las Vegas?</p> <p>6 A. Correct.</p> <p>7 Q. And then you left Ad Art in about 1999 or 2000 to work</p> <p>8 at U.S. Signs?</p> <p>9 A. As an estimate, yes.</p> <p>10 Q. And where is U.S. Signs located?</p> <p>11 A. Houston, Texas.</p> <p>12 Q. And so you worked out of Houston, Texas, for U.S. Signs</p> <p>13 until about 2005 when you --</p> <p>14 A. I worked out of Denton --</p> <p>15 Q. -- starting working for Ad Art, Inc.?</p> <p>16 A. I worked out of Denton, Texas.</p> <p>17 Q. For U.S. Signs?</p> <p>18 A. Yes.</p> <p>19 Q. And then about 2005, did you move from Denton, Texas,</p> <p>20 to where you're at now or what happened?</p> <p>21 A. You know, I don't recall exactly. I believe the first</p> <p>22 office I worked with the new Ad Art was in Flower Mound, Texas.</p> <p>23 Q. Now, why do you say the "new Ad Art." What do you mean</p> <p>24 by that?</p> <p>25 A. The old company was dead for years, and we started it</p>	<p style="text-align: right;">Page 29</p> <p>1 old company.</p> <p>2 Q. What about David Esajian?</p> <p>3 A. I don't know.</p> <p>4 Q. But he currently works at Ad Art now?</p> <p>5 A. He works at the new company, yes.</p> <p>6 Q. And you don't know if he worked at the quote, unquote,</p> <p>7 old company?</p> <p>8 A. No, I do not.</p> <p>9 Q. How about Brian Connolly, did he work for both?</p> <p>10 A. I have no idea if Brian worked for both.</p> <p>11 Q. Okay. In his bio it says, Brian is a graduate of</p> <p>12 Rutgers University, with a degree in business, marketing and has</p> <p>13 been with Ad Art since 1997.</p> <p>14 A. I didn't have anything to do with the bio, so I have no</p> <p>15 idea if that's accurate, truthful or anything about it.</p> <p>16 Q. Okay. Fair enough. How about Lori Volheim?</p> <p>17 A. I don't know if she worked for the old Ad Art.</p> <p>18 Q. Do you know Lori?</p> <p>19 A. Yes, I do.</p> <p>20 Q. What does Lori do for the company now?</p> <p>21 A. She's a salesperson.</p> <p>22 Q. What about Kurt Mueller?</p> <p>23 A. Kurt Mueller is a project manager.</p> <p>24 Q. And was he with the old Ad Art and the new Ad Art?</p> <p>25 A. I don't recall him at the old Ad Art.</p>

<p style="text-align: right;">Page 30</p> <p>1 Q. Excuse me? What did you say?</p> <p>2 A. I don't recall him at the old Ad Art.</p> <p>3 Q. Okay. How about Jack Dubois, D-U-B-O-I-S?</p> <p>4 A. Yes.</p> <p>5 Q. Was he at the old Ad Art?</p> <p>6 A. He was at the old company.</p> <p>7 Q. And now he's with the new company?</p> <p>8 A. Yes, he is.</p> <p>9 Q. How about Michael Timineri?</p> <p>10 A. What is the question?</p> <p>11 Q. Was he with the old Ad Art?</p> <p>12 A. No.</p> <p>13 Q. But he's with the new Ad Art?</p> <p>14 A. No.</p> <p>15 Q. Michael is not with the current Ad Art?</p> <p>16 A. He's not with the new company. No, he is not.</p> <p>17 Q. Did Michael leave?</p> <p>18 A. I'm not sure of the time frame.</p> <p>19 Q. But he did work at Ad Art for some time?</p> <p>20 A. He did work for Ad Art at one time.</p> <p>21 Q. Do you know why he left?</p> <p>22 A. I believe it was for a better position.</p> <p>23 Q. When you left, quote, unquote, Ad Art or the dead</p> <p>24 Ad Art in roughly -- and it's an approximation -- 1999 or 2000,</p> <p>25 around that time, when you left Ad Art, why did you leave Ad Art?</p>	<p style="text-align: right;">Page 32</p> <p>1 A. As far as I can recall, he was based out of Fresno and</p> <p>2 had nothing to do with the job.</p> <p>3 Q. What about Duane Contento?</p> <p>4 A. Duane Contento, as I recall, was a salesman out of</p> <p>5 Los Angeles.</p> <p>6 Q. So no?</p> <p>7 A. No.</p> <p>8 Q. Jeremy Anderson?</p> <p>9 A. Jeremy Anderson, I don't even recall him working for</p> <p>10 the old company.</p> <p>11 Q. Jack Dubois?</p> <p>12 A. I need to know what the question is.</p> <p>13 Q. Did he ever have any involvement, to your knowledge, in</p> <p>14 the installation of the MGM pylon?</p> <p>15 A. No.</p> <p>16 Q. How do you know that?</p> <p>17 A. He's an artist.</p> <p>18 Q. Excuse me?</p> <p>19 A. He's an artist based out of Stockton, California.</p> <p>20 Q. So what does Jack do?</p> <p>21 A. He's an artist.</p> <p>22 Q. So would he draw the sketches for the signs? What does</p> <p>23 he do?</p> <p>24 A. He's a designer.</p> <p>25 Q. Do you know if he designed the MGM sign?</p>
<p style="text-align: right;">Page 31</p> <p>1 A. Because I didn't like the public company.</p> <p>2 Q. And when you left in 1999 or 2000 or around that</p> <p>3 time -- I know it's an approximation -- were you of the</p> <p>4 understanding that the company that you were working for was</p> <p>5 called Ad Art?</p> <p>6 A. I believe the company I worked for was called</p> <p>7 Display Technologies.</p> <p>8 Q. When did that come to be? When did you first</p> <p>9 understand that you were working for Display Technologies?</p> <p>10 A. When they bought the old, dead Ad Art.</p> <p>11 Q. And when was that?</p> <p>12 A. I'm not sure of the year.</p> <p>13 Q. Is it fair enough to say that was prior to you leaving</p> <p>14 in 1999 or 2000?</p> <p>15 A. It's fair enough to say that it was prior to my</p> <p>16 leaving, and I'm not sure of the year.</p> <p>17 Q. Are you familiar with a company by the name of Nasco</p> <p>18 Electric Sign Company, LLC?</p> <p>19 A. I am familiar with the company called Nasco.</p> <p>20 Q. Did you ever work for that company?</p> <p>21 A. No.</p> <p>22 Q. Do you know -- I know we had listed Gordon Kitto,</p> <p>23 Lynn Weaver, Terry Long in relation to the installation of the MGM</p> <p>24 pylon in Las Vegas, but do you know if Bob Kierejczyk, if he had</p> <p>25 any involvement with the MGM pylon sign?</p>	<p style="text-align: right;">Page 33</p> <p>1 A. No, I do not.</p> <p>2 Q. Do you know who designed the MGM sign?</p> <p>3 A. No, I do not.</p> <p>4 Q. Who else was the designer for Ad Art during the time of</p> <p>5 the construction of the MGM pylon?</p> <p>6 A. There was probably 15 designers.</p> <p>7 Q. Do you know who would have been assigned the MGM pylon</p> <p>8 job out of Las Vegas?</p> <p>9 A. I have no idea.</p> <p>10 Q. Do you know anything about Ad Art's assets purchased by</p> <p>11 Nasco?</p> <p>12 A. No, I do not.</p> <p>13 Q. You understand that Nasco and Ad Art have offices right</p> <p>14 next to one another in Stockton?</p> <p>15 A. I understand that we lease property from Nasco.</p> <p>16 Q. So it's your understanding that in Stockton, the</p> <p>17 building that Ad Art works out of on Ad Art Road is owned by Nasco</p> <p>18 but leased by Ad Art?</p> <p>19 A. Leased or rented, correct.</p> <p>20 Q. And it's located on Ad Art Road in Stockton,</p> <p>21 California?</p> <p>22 A. Correct.</p> <p>23 Q. And Nasco is also on Ad Art Road in Stockton,</p> <p>24 California?</p> <p>25 A. I don't know their principal address, but the office</p>



Page 34

1 that I know of is on Ad Art Road, yes.  
 2 Q. Do you have any information about who Nas -- excuse me.  
 3 Strike that.  
 4 Do you have any information as to who was the  
 5 insurance carrier for Ad Art at the time of the MGM  
 6 construction -- pylon construction?  
 7 A. No idea.  
 8 Q. During the time of the MGM pylon construction, where  
 9 would the documents pertaining to the construction of the MGM  
 10 pylon be kept?  
 11 A. Stockton.  
 12 Q. So even though the construction was taking place in  
 13 Las Vegas, Nevada, the documents regarding that construction were  
 14 kept in Stockton?  
 15 A. The sign was not constructed in Las Vegas, as far as --  
 16 Q. The sign was installed in Las Vegas?  
 17 A. Correct.  
 18 Q. Where was it constructed?  
 19 A. As far as I can recall, Stockton, California.  
 20 Q. And were you involved in that construction or that  
 21 building process in Stockton?  
 22 A. No.  
 23 Q. Do you have any information as to how it was  
 24 constructed? Was it constructed in phases and shipped out to  
 25 Las Vegas or did they build the whole thing in Stockton and then

Page 35

1 shipped it out to Las Vegas? I mean, how did that process work,  
 2 if you know?  
 3 A. I have no idea.  
 4 Q. Who would know?  
 5 A. Gordon Kitto.  
 6 Q. Anybody else?  
 7 A. I don't have knowledge of who else would know.  
 8 Q. How many people were working out of the Stockton  
 9 factory or plant that was building the MGM pylon in Stockton?  
 10 A. Probably 200.  
 11 Q. Who at that time in building the MGM pylon in Stockton  
 12 would have been responsible for acquiring the materials for that  
 13 build?  
 14 A. I believe Gordon Kitto.  
 15 Q. Are you familiar with a material by the name of  
 16 alucobond?  
 17 A. I'm aware of the material called alucobond.  
 18 Q. Do you know who manufactures alucobond?  
 19 A. I have no idea.  
 20 Q. What do you know about alucobond?  
 21 MR. SILVERMAN: Objection. This is Eddy  
 22 Silverman, counsel for JA. I just object to the extent that it  
 23 calls for speculation.  
 24 Q. (By Mr. Kramethbauer) I'm asking for your personal  
 25 knowledge about the alucobond.

Page 36

1 A. I only know --  
 2 Q. You can go ahead and answer the question.  
 3 A. I only know it's two pieces of aluminum with rubber  
 4 between them. That's it.  
 5 Q. Do you know who or if anybody at Ad Art ordered  
 6 alucobond for use on the MGM pylon?  
 7 A. I have no idea.  
 8 MR. HUNTER: Object to form.  
 9 A. I have no idea.  
 10 Q. (By Mr. Kramethbauer) Is it fair to say that Gordon  
 11 Kitto would have that information?  
 12 A. I don't know if Gordon Kitto has the information.  
 13 Q. Would anybody else, other than Gordon, have that  
 14 information?  
 15 A. Not to my knowledge.  
 16 Q. Do you know if Ad Art has purchased alucobond from  
 17 either 3A Composites or any other company since you have been with  
 18 the old Ad Art or the new Ad Art?  
 19 A. I have no idea.  
 20 Q. Who at Ad Art now is responsible for purchasing the  
 21 materials for use on signs?  
 22 A. We do not manufacture signs now.  
 23 Q. When Ad Art did manufacture signs, who was in charge of  
 24 ordering the materials for those signs?  
 25 A. On the old, dead company --

Page 37

1 MR. HUNTER: Object, form.  
 2 A. On the old, dead company, I believe it was  
 3 Gordon Kitto.  
 4 Q. (By Mr. Kramethbauer) Anybody else?  
 5 A. Not that I can recall.  
 6 (Interference in proceedings.)  
 7 (Recess taken from 3:06 to 3:15.)  
 8 BY MR. KRAMETBAUER:  
 9 Q. Now, Mr. Head, I realize that you don't have much of a  
 10 recollection of the construction of the MGM sign in the 1990s, but  
 11 you do -- you do have a recollection that the company you were  
 12 working for at the time did build and install the MGM pylon in  
 13 Las Vegas, correct?  
 14 A. The old company built and installed the MGM pylon,  
 15 that's correct.  
 16 Q. Now, do you know if the company that you're referring  
 17 to did any revisions to that pylon or was their job just to  
 18 construct it and install it?  
 19 A. To my knowledge, all we did is construct it and install  
 20 it.  
 21 Q. You don't have any knowledge of Ad Art performing  
 22 revisions or updates to the MGM pylon while you were with the  
 23 company?  
 24 A. No, none.  
 25 Q. Do you have any knowledge about revisions done to the

<p style="text-align: right;">Page 38</p> <p>1 MGM pylon after it was constructed by Ad Art back in the 1990s and 2 installed?</p> <p>3 A. Well, I know when we -- the old Ad Art did the sign, it 4 had a cube on it, and now it does not. I have no idea who did the 5 revision. I just know that it no longer has a cube.</p> <p>6 Q. Any other revisions that you are aware of?</p> <p>7 A. Not that I am aware of.</p> <p>8 Q. But you did understand when it was originally 9 constructed and installed by Ad Art, it had a cube at the top, and 10 it no longer has a cube. So just by virtue of the cube currently 11 being gone, somebody revised it, right?</p> <p>12 A. I know that the old company had a cube on it, and the 13 cube does not exist now.</p> <p>14 Q. And you don't know the name of the company that took 15 the cube off?</p> <p>16 A. No, I do not.</p> <p>17 Q. Did you work for any other sign companies that did work 18 on the MGM pylon in Las Vegas, Nevada?</p> <p>19 A. I worked for the old company.</p> <p>20 Q. Other than that -- I guess what I'm saying is: You 21 worked also for U.S. Signs, correct?</p> <p>22 A. That's correct.</p> <p>23 Q. Did U.S. Signs do anything with the MGM pylon in 24 Las Vegas, Nevada?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 40</p> <p>1 Ad Art in the 1990s, who was responsible for constructing and 2 installing the MGM pylon, did that company construct signs?</p> <p>3 A. Yes.</p> <p>4 Q. And I know -- I know y'all know or remember a whole lot 5 about the construction of the MGM sign, but basically, it was -- 6 it was constructed or built in Stockton and brought to Las Vegas 7 and installed; is that correct?</p> <p>8 A. I believe that is correct.</p> <p>9 Q. And do you know if Ad Art did the installation or if 10 they hired another company to do the installation?</p> <p>11 A. I don't know who did the installation, if we hired 12 anybody to assist, but I know that Ad Art had installers there, 13 the old Ad Art.</p> <p>14 Q. Okay. The old Ad Art had installers in Las Vegas 15 during the time of the installation of the MGM pylon was 16 occurring; is that correct?</p> <p>17 A. Correct.</p> <p>18 Q. Who else -- or who would have been an installer that 19 Ad Art would have hired back in the -- in the 1990s when you 20 worked for -- for them in Las Vegas?</p> <p>21 A. I have no idea.</p> <p>22 Q. Who else would they reach out to or contract with to 23 install signs, such as the MGM pylon?</p> <p>24 A. I have no idea.</p> <p>25 Q. Were there other companies in Las Vegas or -- that</p>
<p style="text-align: right;">Page 39</p> <p>1 Q. Okay. Before you joined Ad Art, the company that 2 you're referring to as the dead company, who were you working for?</p> <p>3 A. The United States Army.</p> <p>4 Q. Okay. So is it fair to say that your experience in the 5 sign building or signage industry is limited to your time at 6 Ad Art, the older company; U.S. Signs; and now Ad Art, as it 7 currently exists?</p> <p>8 A. My history, I have -- the old, dead company I worked 9 for, I was in sales and not so much manufacturing, but I know 10 basics.</p> <p>11 U.S. Signs does not build signs, and I learned how 12 to buy signs.</p> <p>13 And the new company, which does not build signs, 14 we buy signs, and -- so the building isn't an issue here.</p> <p>15 Q. So at the current Ad Art, you don't -- you don't build 16 signs? You buy them?</p> <p>17 A. That is correct.</p> <p>18 Q. Explain to me how that works.</p> <p>19 A. We have wholesale contractors who build signs for our 20 customers. After we design them, we get permits for them. We 21 have hired installers to install them, and then we build them.</p> <p>22 Q. Are you familiar with a company called Display Ad, 23 Inc.?</p> <p>24 A. No.</p> <p>25 Q. Back when you worked for the company you refer to as</p>	<p style="text-align: right;">Page 41</p> <p>1 would come to Las Vegas to assist in the installation of the pylon 2 signs at either the MGM, the Mirage, the Rio, any of those?</p> <p>3 A. I have no idea.</p> <p>4 Q. Did Ad Art at the time that MGM pylon was being 5 constructed, did it do its own fabrication?</p> <p>6 A. The old company did its own fabrication.</p> <p>7 Q. So the old company would have fabricated the old MGM 8 pylon; is that correct?</p> <p>9 A. As far as I know, yes.</p> <p>10 Q. I'm just reading through my notes. Bear with me for a 11 few minutes.</p> <p>12 Have you ever done business or purchased items 13 from JA Composites?</p> <p>14 A. Not that I know of.</p> <p>15 Q. So just by reviewing these records -- I just want to 16 know if you have any understanding as to this -- the permit to 17 build the sign, which is Plaintiff's Exhibit 1, was issued in 18 October of '93. Do you see that?</p> <p>19 A. I don't know if this was the sign. I just know that 20 this was the MGM, and it was a billboard. That's all I know 21 because I'm reading it, and that's what it says.</p> <p>22 Q. And then we have a -- I'll just represent to you that 23 we have a purchase order from JA for alucobond for use on the MGM 24 sign in Las Vegas that came in about 1998. Do you understand why 25 there would be a delay or why there is a permit in '93 but an</p>



Page 42

1 order for alucobond in '98?

2 A. The permit that showed --

3 MR. HUNTER: Objection: Calls for speculation.

4 A. The permit that you showed me is for foundation only.

5 The sign itself, I have no idea who ordered -- or how it was

6 built. I wasn't involved.

7 Q. (By Mr. Krametbauer) In your -- just based upon your

8 knowledge of how these signs are built in your work history with

9 this company, Ad Art, how long does it typically take for a sign,

10 such as the MGM pylon, to be constructed and then installed?

11 A. It would take --

12 MR. HUNTER: Objection: Vague, ambiguous, calls

13 for speculation.

14 A. I don't know how long this sign took the old company to

15 build but --

16 Q. (By Mr. Krametbauer) Do you have an estimate?

17 A. Months.

18 Q. Do you know if MGM or the client was happy with the

19 product that Ad Art had -- had built for them?

20 A. I know they paid us. That's all I know.

21 Q. Did they ever make any complaints to Ad Art regarding

22 the sign?

23 A. Not that I am aware of.

24 Q. Who would be aware of that, if those complaints were

25 ever made?

Page 43

1 A. That would be Terry Long.

2 Q. Are you familiar with a company called Micon Lighting &

3 Signs?

4 A. The name is familiar.

5 Q. What -- why is it familiar?

6 A. They were a sign company based in Las Vegas.

7 Q. Did you ever work on projects with Micon Lighting &

8 Sign while you were in Las Vegas?

9 A. No, never did.

10 Q. At any time have you ever worked with or consulted with

11 or been on a project with Micon Lighting & Sign?

12 A. No.

13 Q. How about Interstate Electric Company, do you know that

14 company?

15 A. I'm familiar with the name.

16 Q. Why is that?

17 A. Because I have heard the name Interstate Electric.

18 Q. Have you ever worked with or consulted with, ordered

19 from, third parties or subcontracted with Interstate Electric

20 Company?

21 A. I have not personally, no.

22 Q. Has anybody at Ad Art?

23 A. I have no idea.

24 Q. Are you familiar with a company by the name of Laman,

25 L-A-M-A-N?

Page 44

1 A. No, I'm not.

2 Q. If we can take a quick five minutes, I'll look through

3 my notes. I'll likely not have any more questions. Okay,

4 Mr. Head?

5 A. No problem. I'm here.

6 MR. KRAMETBAUER: All right. I'll be right back.

7 (Recess taken from 3:27 to 3:29.)

8 MR. KRAMETBAUER: I think I'm all done. I don't

9 have any further questions.

10 MR. HUNTER: This is Tim Hunter, and we'll read

11 and sign. It can be sent directly to me.

12 MR. KRAMETBAUER: Roddy, did you have any

13 questions?

14 MR. SILVERMAN: No questions, and I don't need a

15 transcript. Thank you.

16 (End of proceedings at 3:29 p.m.)

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Page 45

CHANGES AND SIGNATURE

1 WITNESS NAME: \_\_\_\_\_ DATE OF DEPOSITION: \_\_\_\_\_

2 PAGE LINE CHANGE REASON

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Page 46

1 I, DOUGLAS ALAN HEAD, have read the foregoing deposition and  
 2 hereby affix my signature that same is true and correct, except as  
 3 noted above.

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DOUGLAS ALAN HEAD

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8

9

THE STATE OF \_\_\_\_\_

10 COUNTY OF \_\_\_\_\_

11 Before me, \_\_\_\_\_, on this day

12 personally appeared DOUGLAS ALAN HEAD, known to me (or proved to

13 me under oath or through \_\_\_\_\_) (description of

14 identity card or other document) to be the person whose name is

15 subscribed to the foregoing instrument and acknowledged to me that

16 they executed the same for the purposes and consideration therein

17 expressed.

18 Given under my hand and seal of office this \_\_\_\_\_

19 day of \_\_\_\_\_, \_\_\_\_\_.

20

21

22

NOTARY PUBLIC IN AND FOR THE

23

STATE OF TEXAS \_\_\_\_\_

24

25

Page 47

1 STATE OF TEXAS }

2 COUNTY OF DALLAS }

3 I, JUNE PATE, Certified Shorthand Reporter, in and for the

4 State of Texas, do hereby certify that the foregoing deposition of

5 DOUGLAS ALAN HEAD, was taken before me at the time and place

6 therein set forth, at which time the witness was put under oath by

7 me:

8 That the testimony of the witness and all made at the time of

9 the examination were recorded stenographically by me, were

10 thereafter transcribed under my direction and supervision and that

11 the foregoing is a true record of same.

12 I further certify that I am neither counsel for nor related

13 to any party to said action, nor in any way interested in the

14 outcome thereof.

15 IN WITNESS WHEREOF, I have subscribed my name this

16 15th day of May, 2017.

17

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JUNE PATE, Texas CSR 3385

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Expiration Date: 12-31-18

21

LITIGATION SERVICES

22

3770 Howard Hughes Parkway

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Suite 300

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Las Vegas, Nevada 89169

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800-330-1112

Brenske & Andreevski  
3800 Howard Hughes Parkway, Suite 500  
Las Vegas, Nevada 89169  
(702) 385-3300 · Fax (702) 385-3823

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Exhibit “4”

AGREEMENT

THIS AGREEMENT made this 1<sup>st</sup> day of April, 2003 between NASCO ELECTRIC SIGN CO., LLC ("NASCO") and AD ART, INC. ("AD ART"), with reference to the following facts:

RECITALS

1. NASCO owns the name "AD ART" which has received trademark/word mark/service mark/trade name status from the appropriate entities of the United States Government.
2. NASCO owns the right to the telephone number (209) 931-0860.
3. NASCO owns the Internet web address, www.adartesc.com.
4. NASCO owns the building at 3180 N. Ad Art Road, Stockton, California 95215.
5. NASCO holds California C-45 Contractors license number 752396 under the d/b/a of Ad Art Electric Sign Company.
6. AD ART is a new corporation formed by former officers and employees of Ad Art Electronic Sign Corporation, which was sold to and became a division of TAMAN, INC. (later Display Technology Inc.) a public company in 1998, later to be liquidated in 2001. In the process of the liquidation of Ad Art Electronic Sign Corporation, NASCO purchased the trademark AD ART, the telephone number and the Internet web address. AD ART desires to carry on the tradition and unity of the Ad Art name, a company in the sign business for more than 40 years.
7. NASCO desires to enter into this Agreement to sell the trademark/word mark/service mark/trade name, use of the telephone number and Internet web address to AD ART.

8. NASCO had a long association with the former AD ART, manufacturing product for the company, and desires to promulgate a similar relationship with the newly reformed organization.

#### AGREEMENT

9. Recitals. The provisions of the recitals above shall be part of this Agreement for purposes of interpretation, explanation, intention, and are incorporated herein.

10. Term. This Agreement shall run for a term of ten (10) years commencing April 1, 2003. AD ART shall make the payments to NASCO as set forth in paragraph 12. below.

11. Sale. Upon execution of this Agreement, NASCO will transfer to AD ART the following:

- a. The trademark/word mark/service mark/trade name "Ad Art";
- b. The right to the telephone number 209-931-0860; and
- c. The Internet web address, [www.adartgsc.com](http://www.adartgsc.com).

NASCO shall receive a security interest in the assets described in subparagraphs a., b., and c. above, as collateral for AD ART's obligations under this Agreement. The parties will, within ten (10) days of execution of this Agreement, execute documentation (bill of sale, assignment Note, security agreement, UCC-1 and other appropriate documentation) to transfer the above to AD ART maintaining for NASCO the above as security for payment to NASCO as required by this Agreement.

#### 12. Payment.

- a. AD ART will pay to NASCO ~~the sum of \$100,000~~ of AD ART's gross receipts for ten years.

b. Payment shall be made quarterly with the quarters commencing April 1, 2003. Payment shall be made within thirty (30) days after the end of the quarter.

c. Gross receipts shall be defined as cash receipts less sales tax. Obligation to pay shall attach upon receipt by AD ART of monies (not booking of sales or submittal of invoices) for sales made.

d. AD ART shall keep good and accurate books of account. An accounting shall be rendered with the quarterly payments indicating the individual transactions and amounts. Upon reasonable notice NASCO may inspect the books and records of AD ART sufficient to ascertain sales histories, invoice histories and collection histories.

e. IF Nagi Ali no longer owns NASCO and/or is no longer the principal operating person of NASCO, the payment under this agreement after six years will be [REDACTED]

13. Use of Premises. As part of this Agreement AD ART shall have the right to use, without additional rent, [REDACTED] from April 1, 2003 for its purposes, the offices on the top floor, on the west side of 3180 N. Ad Art Road, Stockton, CA 95215

14. Contractors License.

a. AD ART has applied for a corporation C-45 Contractors License. Terry Long, CEO/Chairman of AD ART, is a qualified RMO on inactive status. Due to enormous backlog of the State Contractors License Board due to fiscal constraints of the State Government, there are delays in the procedural process of licensing the application of AD ART, application no. 200 201 224 07. NASCO, through its subsidiary, AD ART ELECTRIC SIGN CO., which holds a California C-45 Contractor's license, will be the contracting entity for all sign sales requiring a California contractor's license pending the granting of a C-45 license to AD ART.

b. AD ART agrees to indemnify and hold NASCO harmless for any liabilities incurred by NASCO related to the matters set forth in 14 (a) above. AD ART agrees to defend any claims, including responsibility for costs and attorneys fees.

15. Preferred Sign Supplier.

a. NASCO manufactures and will continue to manufacture signs of the type to be sold by AD ART. AD ART agrees to utilize NASCO as a preferred sign supplier of AD ART. Subject to the "buy out" provision set forth in subparagraph b. below, as "preferred sign supplier", it is intended that AD ART intends and will use its best efforts, subject to the limitations set forth below, to contract with and have NASCO manufacture and sell to AD ART signs that are required by AD ART in its business, taking into consideration that there are some signs NASCO may not desire to or is not equipped to manufacture, limitations on NASCO's ability and capacity to manufacture the signs, along with geographical, logistical, and/or other factors. It is the spirit and intent of this provision that AD ART will provide much business for NASCO as realistically practical. With respect to any signs that NASCO elects not to manufacture, or in the event NASCO is operating at full capacity and does not have the personnel, space and/or equipment necessary to manufacture signage for AD ART, or if it is not economically or realistically practical for NASCO to manufacture the sign(s) as set forth above, then AD ART may have such signs manufactured by a third party or manufacture such sign itself.

b. AD ART agrees to pay NASCO for each sign manufactured by NASCO at a price which is competitive, using industry standards for sign suppliers. AD ART shall furnish to NASCO all necessary specifications for each sign.

Oct. 9. 2003 1:36PM

No.2763 P. 5

c. The "preferred sign provider" provision of this Agreement shall terminate after six years from April 1, 2003. At any time during this six year period, AD ART shall have the option of "buying out" or terminating the above preferred sign supplier relationship between the parties by providing NASCO with written notice of its exercise of such option, and by payment to NASCO of the following amounts:

If Option Exercised

Payment Amount

Prior to:

4/1/04

4/1/05

4/1/06

4/1/07

4/1/08

4/1/09



d. These provisions relating to NASCO being a "Preferred Sign Supplier" are intended to be personal to Nagi Ali, in that if Nagi Ali no longer owns NASCO and/or is no longer the principal operating person of NASCO, these provisions will terminate.

16. Representations And Warranties Of NASCO.

a. NASCO represent and warrants that it is the owner of the Trademark/word mark/service mark/trade name "Ad Art", registered on December 1, 1998, filing date November 26, 1996, with the U.S. Patent and Trademark Office, and further warrants that there has been no



adverse action, that the mark has been properly assigned to NASCO, and that the right has not  
lapsed.

b. NASCO will transfer the trademark/word mark/service mark/trade name to AD  
ART and execute any documents required to effect the transfer.

c. NASCO represent and warrants that it is the owner of the Internet web address,  
[www.adartco.com](http://www.adartco.com) and the telephone number 209-931-0860; and will execute any documents  
required to effect the transfer called for in this Agreement.

17. Representations and Warranties of AD ART. AD ART is a corporation organized,  
validly existing, and in good standing under the laws of the State of California. The Board of  
Directors of AD ART will have duly authorized and approved the execution and delivery of this  
Agreement and all corporate action necessary or proper to fulfill AD ART's obligations to be  
performed under this Agreement on or before the Closing Date.

18. Termination.

a. NASCO may terminate this Agreement during the initial term immediately upon  
the occurrence of any of the following events:

- (i) AD ART fails to make any payment due NASCO hereunder which is not  
oured within ten (10) days after written notice thereof from NASCO;
- (ii) AD ART fails to cure any other material breach of this Agreement within  
thirty days written notice thereof from NASCO;
- (iii) AD ART becomes bankrupt, has a receiver appointed for it or its property, or  
makes an assignment for the benefit of its creditors;
- (iv) Or AD ART dissolves or is liquidated.

b. Termination of this Agreement shall in no way affect the rights or liabilities of AD ART arising during the period prior to such termination or expiration, or release AD ART from the obligation to make any payment due and owing to NASCO. Upon termination, AD ART will return to NASCO all tangible materials and information of a proprietary or confidential nature disclosed to AD ART under this Agreement and cease use of the "AD ART" trademark/word mark/service mark/trade name.

19. Miscellaneous.

Notices. Any notice required or permitted to be given under this Agreement shall be in writing, deemed delivered on the date received, when sent by (a) a recognized private courier company, (b) United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to NASCO:

NAGALI  
3180 N. Ad Art Road  
Stockton, California 95215

If to AD ART:

TERRY LONG  
5 Thomas Mellon Circle, Suite 260  
San Francisco, CA 94134

Or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

Successors and Assigns. With the exception of the provisions of section 15 d. of this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

Amendments. This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

Interpretation. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Merger of Prior Agreements. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

Attorney's Fees. In the event of a dispute between the parties to this Agreement, whether or not resulting in litigation, or if any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorney's fees, expenses and costs of investigation as actually incurred (including, without limitation, attorneys' fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Section 101 et seq., or any successor statutes).

Default. Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party

Oct. 9. 2003 1:38PM

No. 2763 P. 3

specifying the particulars in which such party has failed to perform its obligations under this Agreement, and such party, prior to expiration of said thirty (30) day period, has failed to cure such default.

Time of the Essence. Time is of the essence of this Agreement.

Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Confidentiality. The parties acknowledge that accounting for the payments to NASCO will likely disclose to NASCO confidential information and trade secrets of AD ART. NASCO agrees to keep said information confidential and not disclose such information to anyone except when necessary to disclose to professionals for financial review.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NASCO ELECTRIC SIGN CO., LLC

By

NAGHALI

AD ART

By

TERRY LONE, As CEO

By

BOB Kingzyk, Its President

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# Exhibit “5”



Ad Art's Visionaries

[Home](#) | [About Us](#) | [Products & Services](#) | [Markets](#) | [Support](#) | [Contact Us](#) | [Login](#)
**EXECUTIVE COMMITTEE**

**Terry Long**  
Chief Executive Officer

Terry has a long history with Ad Art, after first joining the company in 1988 and traveling the world on both national and international accounts, including prince of McDonald's and multi-million dollar projects globally. Terry was first elected to the California Electronic Sign Association's board in 1991 and also served as the board's President in 1993.

**Bob Kerejczyk**  
President

Bob began his career in the commercial sign business in the 1970's when joining Ad Art as a sales representative. In the beginning, Bob's focus was on national rep/retail accounts and during his first year in the 8-0's he was fortunate enough to bring the Office Depot and Marshall's accounts to the Ad Art team. Since that time Bob has continued his sales success with these types of accounts all the while adding only one-off, custom, sports and specialtanks. In the most recent years Bob has devoted a good portion of his time developing new talent and getting more involved in different divisions within the company to help ensure the continuing growth and success of Ad Art.

**Duane Contorno**  
Senior Vice President

Duane began his career in the sign business in 1981 as a salesman in Ad Art's San Diego office. In the early 1990's he was transferred to Ad Art's Los Angeles office where he became branch regional manager. In the early 1999's Duane was promoted to Executive Vice President and currently runs the LA and Las Vegas offices. Throughout his career he has served in a lead capacity on noteworthy projects including Disneyland, Disneyworld, Staples Center, Office Depot Center, El Capitan Theatre, Venetian/Palazzo, and various Las Vegas strip gaming/hotels.

**Jeremy Anderson**  
Executive Vice President of Digital/Electronics

Jeremy Anderson joined Ad Art in 1998 in sales and project management. In 2001, Jeremy joined the electronic LED display division as a member of the research and development team. Jeremy's extensive knowledge and experience in the Information Technology made him an ideal candidate to run the electronics business unit, a position he assumed in 2005. Overseeing both electronic sales and product development disciplines, Jeremy has been helped drive the innovation process in response to direct client demands and feedback. Jeremy is an avid soccer player in the San Francisco City League and enjoys frequent international travel for both business and pleasure.

**Doug Head**  
Executive Vice President, National Sales

Douglas A. Head has served in the sign industry for more than 35 years. His advancement in various capacities at Ad Art includes a ten year stretch as manager of the Las Vegas division during which time it installed the MGM, the Treasure Island, the Flamingo and the Mirage signs. Doug is a member of Ad Art's executive management team and leads Ad Art's Texas division. He successfully developed and manages the maintenance division of Ad Art, AA Sign and Lighting Maintenance. Doug is a co-founder of the Nepal Children Home in Kathmandu, Nepal, and serves on its Board of Directors.

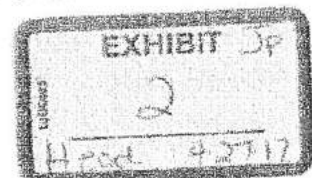
**Dana Long**  
Vice President / General Counsel

Dana Long is a graduate of Occidental College and attended law school at Tulane University. Dana is admitted to practice law in the state of California and Nevada, in his capacity as General Counsel to Ad Art, Dana handles all legal, regulatory and compliance issues for the company.

**BOARD MEMBERS**

**David Esajian**  
Senior Account Executive

David attended Fresno State University and has been a member of the Ad Art team since 1997. David manages key client



SCHU002420

relationships and has been salesman of the year three times during his career at Ad Art. David's focus in recent years has been in green initiatives. Noteworthy accomplishments include the development of one of the first solar powered signage programs for a national account (Whole Foods). David resides in Fresno California with his wife and two children.

**Brian P. Connolly**  
Senior Account Executive

Brian is a graduate of Rutgers University with a degree in Business/Marketing and has been with Ad Art since 1997. Brian has managed myriad projects for Ad Art including FedEx, Blockbuster Video, Safeway, 7-Eleven and Kaiser Permanente. His focus on the client's needs, attention to detail, and his organizational skills have enabled Brian to successfully oversee multiple national accounts throughout his tenure. Brian also managed the multi-million dollar signage re-imaging program for the newly renovated and constructed Mineta San Jose International Airport in San Jose, CA.

**Lori Volheim**  
Senior Account Executive

After attending college at Columbus College of Art and Design with an emphasis in fine arts and design Lori moved to Hollywood and started her career in the sign industry. Her background in fine arts and design brought her to Hollywood Neon where she managed and designed neon projects. From the beginning Lori was always fascinated with the mixed mediums that signage has to offer. 23 years in the sign industry has brought her to her present position of Partner and Senior Account Executive at Ad Art handling national accounts and creative projects. She still has a love for the business!

## KEY DEPARTMENTS

**Kurt Mueller**  
Purchasing and Sourcing

Kurt has been in the sign business for 30+ years, primarily as an estimator. His current position in operations allows Ad Art to ensure that lean manufacturing principals are applied effectively. Kurt is a key member of Ad Art's core engineering and design teams. His position also oversees the Stockton project management and logistics department.

**Jack Dubois**  
Executive Art Director

Jack heads up an Art Department that for over 40 years has been a defining industry force in cutting edge sign design. He has been at the design forefront of some of Las Vegas' major casino-resort signage as well as numerous retail and co-opted city projects across the country, often covering both initial branding and wayfinding solutions. Jack works closely with Sales in helping to develop the kind of customer relationship-building that yields the kind of optimum design results one has come to expect from Ad Art.

**Michael A. Timineri**  
Director of Information Technology and Solutions Development

Michael first started working with Ad Art as a technical consultant in 2006, but accepted the position of Director of IT and Solutions Development in late 2011. His career has spanned over a decade working within the Information Technology sector for organizations large and small. He has a proven track record of designing and managing complex heterogeneous network infrastructures and custom IT solutions for educational, financial, entrepreneurial, and government agencies nationally. Additionally, he has served as the lead technologist and subject matter expert to numerous digital signage companies and has pioneered many of Ad Art's digital service offerings. Michael came to us with a plethora of industry certifications from key vendors such as Microsoft, Sun Microsystems, Cisco, Citrix, and CompTIA, all combined with a formal education in Computer Science and Business Management. In Michael's free time he enjoys flying the friendly skies as an FAA licensed private pilot.

### Company Info

[Our Mission](#)  
[Affiliations](#)  
[Employment](#)

### Spotlight

[Photo Gallery](#)  
[Success Stories](#)  
[The Ad Art Process](#)

### Software

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[MediaCast](#)  
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### Support

[Repair Request](#)  
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5 Thomas Mellon Circle, Suite 260 | San Francisco, CA 94134 | 800.675.6353



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**RPLY**  
TIMOTHY F. HUNTER, ESQ.  
Nevada Bar No. 010622  
RAY LEGO & ASSOCIATES  
7450 Arroyo Crossing Parkway, Suite 250  
Las Vegas, NV 89113  
Tel: (702) 479-4350  
Fax: (702) 270-4602  
[tfhunter@travelers.com](mailto:tfhunter@travelers.com)

Attorney for Defendant,  
**AD ART, INC.**

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

CHARLES SCHUELER,

Plaintiff,

vs.

MGM GRAND HOTEL, LLC, a Domestic  
Limited Liability Company d/b/a MGM  
GRAND; MGM RESORTS  
INTERNATIONAL, a Foreign Corporation  
d/b/a MGM GRAND; AD ART, INC., a  
Foreign Corporation; 3A COMPOSITES USA  
INC., a Foreign Corporation a/k/a  
ALUCOBOND TECHNOLOGIES  
CORPORATION; DOES 1 – 25; ROE  
CORPORATIONS 1 – 25; inclusive,

Defendants.

**CASE NO.: A-15-722391-C**

**DEPT. NO.: XVII**

**DEFENDANT AD ART, INC.'S REPLY IN SUPPORT OF MOTION FOR SUMMARY  
JUDGMENT**

COMES NOW Defendant, Ad Art, Inc. ("Defendant Ad Art"), by and through their  
counsel, Timothy F. Hunter, Esq. of Ray Lego & Associates and submits this Reply in Support  
of Defendant Ad Art, Inc.'s Motion for Summary Judgment.

**I. INTRODUCTION**

The key factual issue precluding liability against Defendant Ad Art here is not in dispute  
– simply put, Defendant Ad Art did not purchase all or substantially all of the assets of the  
company that built the MGM Pylon in 1994. Thus, as a matter of law, Plaintiff cannot make a  
prima facie showing of successor liability because Defendant Ad Art is not, by definition, a  
"successor" corporation to Old Ad Art. *Lamb v. Leroy Corp.*, 85 Nev. 276 (1969). Summary

1 judgment is proper on this ground alone.

2 Plaintiff ignores this threshold issue. Plaintiff incorrectly *assumes* successorship, and  
3 instead argues the applicability of an *exception* to that general rule that a successor corporation  
4 is not liable for the obligations of the predecessor. But Plaintiff has failed to meet his burden  
5 under Nevada law to demonstrate that the any such exception applies. Specifically, as discussed  
6 *infra*, the evidence submitted by plaintiff does not address the two elements of the "mere  
7 continuation" exception, *both* of which must be present – (1) that a single corporation remains  
8 after transfer, and (2) identity of stock, stockholders and directors. *Village Builders 96, L.P. v.*  
*U.S. Laboratories, Inc.*, 121 Nev. 261, 267, 112 P.3d 1082, 1086 (Nev. 2005).

9 For these and the additional reasons set forth herein, granting summary judgment is  
10 appropriate here.

## 11 II. SUPPLEMENTAL STATEMENT OF FACTS

12 Terry Long was the former President of Old Ad Art and was on the Board of Directors  
13 of Old Ad Art's parent company, Display Technologies. *See*, Exhibit "F" – Deposition of Terry  
14 Long, pg. 28:20-31:24. Mr. Long was removed from his positions with Old Ad Art and Display  
15 Technologies in 2000. *Id.* After being removed as President and being removed from the  
16 Board of Directors, likely due to financial issues of Display Technologies, Mr. Long did not  
work for about 1 ½ years. *Id.*

17 After the 1 ½ year sabbatical, Mr. Long then worked for another sign company by the  
18 name of Arrow Sign Company. *Id.* at 31:22-32:20. Mr. Long had no ownership interest in  
19 Arrow Sign Company and eventually left the company. *Id.* Upon leaving Arrow Sign  
20 Company, Mr. Long looked to buy an existing sign company, though he was unable to procure  
21 one. *Id.* For that reason, Mr. Long ultimately decided to start a new company using the name,  
Ad Art. *Id.*

22 The name Ad Art was purchased by NASCO in the liquidation of Display Technologies.  
23 *Id.* at 42:14-17. Mr. Long formed Defendant Ad Art in 2003 and purchased the right to use the  
24 name Ad Art from NASCO around that same time frame. *Id.* at 69:9-22. Over a ten year period  
25 of time, Defendant Ad Art paid NASCO approximately \$1,100,000.00 for the sale of the  
trademark, word mark, service mark, trade name, telephone number, and internet address. *Id.*

26 Douglas Head is the currently the Executive Vice President for Defendant Ad Art  
27 handling the Dallas office. *See*, Exhibit "G" – Deposition of Doug Head, pg. 9:8-13. Mr. Head  
28 worked for Old Ad Art, but left the company in 1999 or 2000. *Id.* 17:18-19:3. Mr. Head never

1 had any ownership interest in Old Ad Art. *Id.* He was not working for Old Ad Art at the time  
2 of the liquidation. *Id.* Mr. Head was working for another sign company by the name of U.S.  
3 Signs. *Id.* It was not until approximately 2005 that Mr. Head started working with Defendant  
4 Ad Art. *Id.*

### 5 **III. POINTS AND AUTHORITIES**

#### 6 **A. Defendant Ad Art is NOT a Continuation of a Selling Corporation.**

7 The purchase from NASCO by Defendant Ad Art and the subsequent formation of a  
8 new company was NOT a continuation of any selling corporation. In an attempt to show  
9 "continuation", Plaintiff's Opposition focuses on commonality of certain employees, proximity  
10 of location of business operations, and similarity of goods and services offered. Opp. at 4-9.  
11 However, as stated by the Court, "[t]he gravamen of the 'mere continuation' exception is the  
12 continuation of corporate control and ownership, rather than the continuation of business  
13 operations." *Id.* at 275 (citations and internal quotations omitted, emphasis added). As set forth  
14 below, there is simply no "continuation of corporate control and ownership" between Old Ad  
15 Art and Defendant Ad Art.

#### 16 **i. Old Ad Art was Dissolved in 2001.**

17 Plaintiff's assertion that Defendant Ad Art is a continuing entity is contradicted by the  
18 facts. The evidence clearly shows that Old Ad Art was dissolved based upon the NASCO  
19 Agreement and deposition testimony. See, Exhibit "D"; Exhibit "F." The NASCO Agreement  
20 specifically states that Old Ad Art was liquidated, and in that liquidation NASCO purchased  
21 certain assets. *Id.* at pg. 1. "In the process of liquidation of Ad Art Electronic Sign  
22 Corporation, NASCO purchased the trademark AD ART, the telephone number and the Internet  
23 web address." *Id.*

#### 24 **ii. Defendant Ad Art was not Formed Until 2003.**

25 By Plaintiff's own Opposition and the testimony of Terry Long, it is clear that  
26 Defendant Ad Art was not in business at the time of the construction of the MGM Pylon. Terry  
27 Long was President of Old Ad Art and sat on the Board of Directors for the parent company,  
28 Display Technologies, and was removed from both positions in 2000. See, Exhibit "F" pg.  
28:20-31:24. At that point, Mr. Long had no further involvement with Old Ad Art. It was not  
until 2003, when Mr. Long and others purchased the name from NASCO, that Defendant Ad  
Art came into existence. Defendant Ad Art paid NASCO approximately \$1,100,000.00 over a  
10 year period to use the name Ad Art, after being formed in 2003.

1 This is also confirmed by the California Secretary of State website as cited to by  
2 Plaintiff. See, Opposition, pg. 7. According to the California Secretary of State website of  
3 which Plaintiff relies, Defendant Ad Art was not formed until March 25, 2003. *Id.* Moreover,  
4 all of the other companies using any variation of the name Ad Art were suspended, forfeited,  
5 dissolved, or surrendered. *Id.* That includes Old Ad Art that was "RESIGNED ON  
6 08/28/2001." *Id.* This is not evidence of a continuation, in fact it is evidence that Old Ad Art  
7 was dissolved in 2001 and Defendant Ad Art was formed in 2003. To state that Defendant Ad  
8 Art was formed before 2003 is simply nonsensical.

9 Moreover, the first prong of the "continuation" exception requires that "only one  
10 corporation remains after the transfer of assets." *Village Builders* at 274. Given the undisputed  
11 facts related to the dissolution of Old Ad Art in 2001, and the transaction between NASCO and  
12 Defendant Ad Art in 2003, it is *impossible* that this requirement can be met. After the "transfer  
13 of assets" in 2001 following liquidation, neither Old Ad Art *nor* Defendant Ad Art were in  
14 existence. And after the "transfer of assets" in 2003, *both* NASCO and Defendant Ad Art were  
15 in existence.

16 **iii. There is No Identity of Stock, Stockholders, and Directors.**

17 Old Ad Art and Defendant Ad Art do not have the same identity of stock, stockholders,  
18 and directors. The fact that Old Ad Art and Defendant Ad Art had similar employees is not the  
19 standard established by the Nevada Supreme Court for a continuation. Plaintiff cites no case  
20 holding that two companies with similar *employees* is sufficient to show continuation.

21 The Court is clear there must be an identity of **stock, stockholders, and directors**  
22 between the two corporations. *Village Builders 96 L.P. v. U.S. Laboratories, Inc.*, 121 Nev. 261,  
23 268 (2005) (emphasis added). A corporate transferee is not a mere continuation of the  
24 transferor *unless* the shareholders of the transferor and transferee are substantially the same. *Id.*  
25 at 274. See also, *Commercial Nat'l Bank v. Newton*, 39 Ill. App. 3d 216, 217 (1976) (applying  
26 the general rule against corporate successor liability where one shareholder owned 25% of the  
27 predecessor corporation, and 40% of the successor corporation); *Joseph Huber Brewing Co.,*  
28 *Inc. v. Pamado, Inc.*, No. 05 C 2783, 2006 WL 2583719, \*12-13 (N.D.Ill., September 5, 2006)  
(finding that a continuity of minority ownership - approximately 15% - does not weigh in favor  
of a finding for the continuation exception); *Jeong v. Onada Cement Co., Ltd.*, 2000 WL  
33954824, \*4 n.4 (C.D. Cal., May 17, 2000) (acknowledging that under California law,  
successor liability exists where shareholders are "practically" the same).



1 Here, Defendant Ad Art has eight shareholders, all of whom are individuals. See,  
2 Exhibit "H" – Defendant Ad Art's Interrogatory Responses, No. 41. Of those eight, the only  
3 person that owned stock, was a shareholder in, or was a director of, Old Ad Art and also owns  
4 stock in Defendant Ad Art is Terry Long. Notably, there was not a continuation of the stock  
5 directly from Old Ad Art to Defendant Ad Art. Mr. Long had a 20% ownership in Old Ad Art  
6 up until approximately 1998 when the company was sold. See, Exhibit "F" pg. 24:1-25:13. At  
7 that point, Mr. Long had shares in some of the stock of the parent company, Display  
8 Technologies. *Id.* Mr. Long does not know how much or what his ownership percentage was in  
9 Display Technologies, although it is reasonable to conclude that his ownership percentage in  
10 Display Technologies, a parent company with multiple holdings, would have been significantly  
11 less than 20%. *Id.* In the end, those stocks became worthless due to the failure of Display  
12 Technologies and the ultimate dissolution. *Id.* Therefore, in 2001 following the dissolution,  
13 Mr. Long had no ownership or stock interest in Old Ad Art or the parent company that  
14 purchased Old Ad Art. It was not until 2003 when Defendant Ad Art was formed that Mr. Long  
15 then had ownership in Defendant Ad Art. For that reason, there is no continuity of "stock"  
16 between Old Ad Art and Defendant Ad Art for a finding of a mere continuation.

17 Moreover, there is no continuity of shareholders, and directors between Old Ad Art and  
18 Defendant Ad Art. Old Ad Art was owned by a publicly traded company, Display  
19 Technologies, prior to its dissolution. Even before the sale to Display Technologies, the owners  
20 were Terry Long, Lou Papais, John Papais and Dan O'Leary. *Id.* at pg. 26:21-28:8. After the  
21 sale of Old Ad Art, John Papais passed away, Dan O'Leary retired, and Lou Papais stayed on as  
22 a consultant with Display Technologies. *Id.* Dan O'Leary, Lou Papais, and Display  
23 Technologies have no ownership interest in Defendant Ad Art. For that reason, there is no  
24 continuity of shareholders, and directors between Old Ad Art and Defendant Ad Art.

25 Obviously, some of the employees of Old Ad Art came to later work for Defendant Ad  
26 Art, and certain of those individuals became executives and/or shareholders of Defendant Ad  
27 Art. But, with the exception of Mr. Long, who held a *minority* interest in both entities, *none* of  
28 those individuals were shareholder or directors in both Old Ad Art and Defendant Ad Art.

Plaintiff here has attempted to "muddy the water" herein an effort to defeat this Motion,  
but has set forth no evidence sufficient to raise a material issue of fact with respect whether  
there exists sufficient identity between the two companies. Because there is no such identity,  
there can be no "mere continuation" exception.

**B. The MGM Pylon Sign is NOT a "Product" and the Doctrine of Strict Products Liability has no Application in this Case.**

This is not a strict product liability case as the MGM Pylon, as a matter of law, is not a product. Plaintiff's Opposition relies upon the website of Defendant Ad Art and the fact that the MGM Pylon is not a "townhome" to suggest that the sign is a product. The reasoning behind both of these arguments is not persuasive. First, *Calloway* addressed the application of Strict Products Liability and laid out specific requirements on whether or not something is under the purview of Strict Products Liability. Plaintiff failed to address any of these requirements. Second, simply because Defendant Ad Art refers to signs as "products" on their website, does not mean that it meets the legal definition of "product" as applied to a strict products liability claim.

As noted in our Motion for Summary Judgment, a list of distinctions highlighted by the Nevada Supreme Court in *Calloway* were formed to support its holding that the doctrine of strict product liability should not apply to a townhome. *Calloway v. City of Reno*, 116 Nev, 250, 269-270, 993 F.2d 1259, 1271-72 (2000). Absolutely none of those standards were addressed by Plaintiff. For example, the Court held that "products are mass produced goods", which the MGM Pylon was not. They also noted that construction of buildings depends on the cooperative interaction of a number of independent parties, which was the case for the MGM Pylon. Furthermore, the architect cannot work out a design weakness in a series of prototypes which is often done in manufactured goods, but could not be done for the MGM Pylon.

It is true that the MGM Pylon was not a townhome. In fact, the singular nature of the design and installation of the MGM Pylon, makes it even more "one-of-a-kind" than a townhome. At the time of the installation the MGM Pylon was the tallest sign in Las Vegas with no application to anyone, anywhere (other than MGM). Thus, the MGM Pylon is even *less* akin to a "product" than a townhome." Simply because the MGM Pylon is not a townhome, does not discredit the analysis on the application of strict products liability claims as addressed by the Nevada Supreme Court in *Calloway*.

Furthermore, simply because Defendant Ad Art may refer to a sign as a product, does not mean it meets the standards for the application of strict products liability. In applying *Calloway*, Judge Rob Bare found that a juke box set piece utilized during a Cirque du Soleil show was not a "product" within the context of the strict products liability doctrine. *See*, Exhibit "I" – Order on Motion for Partial Summary Judgment. This is just one item that could

1 be considered a "product" but does fall under the purview of strict products liability. In  
2 utilizing the factors addressed by *Calloway*, there are numerous other items that could be  
3 referred to as a product, but still not applicable under the theory of a strict product liability  
4 claim.

5 **C. Plaintiff's Claims are Barred by the Statute of Repose.**

6 Plaintiff's Opposition only addresses the Statute of Limitations but makes no reference  
7 to the application of the Statute of Repose. Again, the Nevada Legislature enacted statutes of  
8 repose to protect persons engaged in the planning, design and construction of improvements to  
9 real property who otherwise would endure unending liability, even after they had lost control  
10 over the use and maintenance of the improvement. *Alsens v. Twin Lakes Vill., Inc.*, 108 Nev.  
11 1117, 1120, 843 P.2d 834, 836 (1992) (citing *Nevada Lakeshore Co. v. Diamond Elec., Inc.*, 89  
12 Nev. 293, 295-96, 511 P.2d 113, 114 (1973). Regardless of who constructed it, the MGM Pylon  
13 was originally constructed in 1993 or 1994, that is undisputed. Plaintiff did not file this lawsuit  
14 until July 30, 2015. Therefore, Plaintiff is looking to assert claims based upon improvements to  
15 real property done over 20 years earlier. This is exactly the type of lawsuit that the legislature  
16 was attempting to prevent. For that reason, Plaintiff's claims related to the MGM Pylon are  
17 time barred pursuant to the applicable statute of repose.

18 **D. Plaintiff's premises liability claims fail because Defendant Ad Art was not**  
19 **the owner or occupier of the property, nor were they the designer,**  
20 **manufacturer, constructor, or maintainer of the MGM Pylon sign.**

21 Plaintiff has put forth no evidence that Defendant Ad Art was the owner or occupier of  
22 the MGM Pylon. Plaintiff has put forth no evidence that Defendant Ad Art had any  
23 responsibility for the maintenance of the MGM Pylon. Plaintiff has cited to no case law that an  
24 entity that is not the owner or occupier of land can be held liable under a premises liability  
25 theory. Plaintiff has cited to no cases where an entity who has no responsibility for maintaining  
26 a property has a duty to maintain the premises. In fact, Plaintiff cited to no cases at all in order  
27 to support their premises liability claims. Plaintiff simply relies on unsupported allegations.  
28 Given that Plaintiff set forth no evidence or case law to support its premises liability claims,  
Defendant respectfully requests that the premises liability claims be dismissed.

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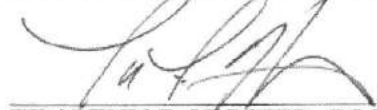
III. CONCLUSION

For the reasons set forth above, Defendant Ad Art requests that this court grant summary judgment in its favor.

DATED this 3<sup>o</sup> day of August, 2017.

Respectfully submitted,

RAY LEGO & ASSOCIATES



TIMOTHY F. HUNTER, ESQ.

Nevada Bar No. 010622

7450 Arroyo Crossing Parkway, Suite 250

Las Vegas, NV 89113

Attorney for Defendant, AD ART, INC.


**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of RAY LEGO & ASSOCIATES and that, on the <sup>25<sup>th</sup></sup> 2nd day of August, 2017, I caused the foregoing **DEFENDANT AD ART, INC.'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** to be served as follows:

  X   pursuant to N.E.F.C.R. 9 by serving it via electronic service.

To the attorneys listed below:

William R. Brenske, Esq., #1806 Ryan D. Krametbauer, Esq., #12800 LAW OFFICE OF WILLIAM R. BRENSKE 630 S. Third Street Las Vegas, NV 89101	P: 702/385-3300 F: 702/385-3823 <a href="mailto:wbrenske@hotmail.com">wbrenske@hotmail.com</a> Attorneys for Plaintiff, <b>CHARLES SCHUELER</b>
Leann Sanders, Esq., #000390 Edward Silverman, Esq., #13584 ALVERSON, TAYLOR, MORTENSEN & SANDERS 7401 W. Charleston Blvd. Las Vegas, NV 89117	P: 702/384-7000 F: 702/385-7000 <a href="mailto:esilverman@alversontaylor.com">esilverman@alversontaylor.com</a> Attorneys for Defendant, <b>3A COMPOSITES USA INC., f/k/a ALUCOBOND TECHNOLOGIES CORPORATION</b>

  
An employee of RAY LEGO & ASSOCIATES

# EXHIBIT "G"

1 DISTRICT COURT  
2 CLARK COUNTY, NEVADA  
3 CHARLES SCHUELER, \* CASE NO.: A-15-722391-C  
4 Plaintiff, \* DEPT. NO.: XVII  
5 VS. \* Job No.: 378149  
6 MGM GRAND HOTEL, LLC, a \*  
Domestic Limited Liability \*  
7 Company d/b/a MGM GRAND; MGM \*  
RESORTS INTERNATIONAL, a \*  
8 Foreign Corporation d/b/a MGM \*  
GRAND; AD ART, INC., a Foreign \*  
9 Corporation; 3A COMPOSITES USA \*  
INC., a Foreign Corporation \*  
10 a/k/a ALUCCOBOND TECHNOLOGIES \*  
CORPORATION; DOES 1 - 25; ROE \*  
11 CORPORATIONS 1 - 25; inclusive, \*  
12 Defendants. \*  
13  
14 \*\*\*\*\*  
15 ORAL DEPOSITION OF  
16 DOUGLAS ALAN HEAD  
17 APRIL 27, 2017  
18 \*\*\*\*\*  
19 ORAL DEPOSITION OF DOUGLAS ALAN HEAD, produced as a witness  
20 at the instance of the Plaintiff, and duly sworn, was taken in the  
21 above-styled and numbered cause on the 27th day of April 2017,  
22 from 2:19 p.m. to 3:29 p.m., before June Pate, CSR in and for the  
23 State of Texas, reported by machine shorthand, at the Regus  
24 Business Center, 405 State Highway 121, Suite A250, Lewisville,  
25 Texas, pursuant to the Nevada Rules of Civil Procedure.

[illegible]

<p style="text-align: right;">Page 6</p> <p>1 "huh-uh" aren't going to make a clear record. Even though I can  2 tell by the inflection in your voice you may be answering with a  3 yes or no by using an "uh-huh" or "huh-uh," it doesn't make a  4 clear record when I go to read the transcript later on. So do me  5 a favor and try to use yes or no type answers, and then, of  6 course, elaborate the questions that call for you to elaborate.  7 Okay?</p> <p>8 A. Okay.</p> <p>9 Q. I don't know or I don't remember are perfectly  10 reasonable answers, if those are the truth. Okay?</p> <p>11 A. Okay.</p> <p>12 Q. One of the most important rules about a deposition, I  13 want to make sure you understand the question that is being asked  14 because if you answer one of my questions, I'm going to assume  15 that you understood the question; is that fair?</p> <p>16 A. Yes.</p> <p>17 Q. If you can't hear me because we're over the telephone  18 or my question was just so crazy that you don't understand it,  19 because that's happened before, trust me, please ask me to  20 rephrase the question or repeat the question so that you can  21 understand it fully. Okay?</p> <p>22 A. Okay.</p> <p>23 Q. Do you understand that the oath you've just taken  24 carries the same weight and penalties of perjury as if you were  25 before a judge and a jury?</p>	<p style="text-align: right;">Page 8</p> <p>1 Q. Mr. Head, what documents, if any, have you reviewed in  2 preparation for this deposition today?</p> <p>3 A. None.</p> <p>4 Q. You haven't read any of the interrogatories in this  5 case?</p> <p>6 A. No.</p> <p>7 Q. Have you read the affidavit of Terry Long?</p> <p>8 A. No.</p> <p>9 Q. Have you read any of the deposition testimony in this  10 case?</p> <p>11 A. No.</p> <p>12 Q. Have you reviewed any work orders or change orders or  13 construction contracts, contractor contracts, anything like that  14 in this case?</p> <p>15 A. No.</p> <p>16 Q. Other than possibly conversing with counsel, did you  17 talk to anybody else regarding your deposition testimony today?</p> <p>18 A. Yes.</p> <p>19 Q. Who?</p> <p>20 A. My wife. She gave me directions here.</p> <p>21 Q. I appreciate that. And your wife didn't talk -- didn't  22 talk about anything substantive regarding the case, just the  23 directions to Regus?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. Anybody else?</p>
<p style="text-align: right;">Page 7</p> <p>1 A. Yes.</p> <p>2 Q. Now, at the conclusion of this deposition, you'll be  3 given an opportunity to read through your deposition transcript  4 and make changes to it. Okay? Now, if you make minor changes,  5 you know, about, like, days and time like that, you know, later  6 on, you know, your recollection is refreshed or, you know, we ask  7 for some further information later on and you need to go back to  8 your office and get something, that's fine. But if you change any  9 substantive testimony -- and the example that we always like to  10 use in a plaintiff's personal injury world is, you know, an auto  11 accident. The deponent, such as yourself, testified that the  12 light is green and then later on they read through their  13 deposition transcript and they say, No, the light was red, that's  14 a very substantive piece of information that I can use to impeach  15 your credibility at the time of trial.</p> <p>16 Do you understand that?</p> <p>17 A. Yes.</p> <p>18 Q. I want you to make -- I want to make sure you're  19 comfortable during this deposition process. So if you need to  20 take a break, please just let me know. We can go ahead and go off  21 the record for a few minutes. You can take a restroom break or  22 get a drink of water, or what have you. I just ask if there is a  23 question pending, please answer my question, and then we'll go  24 ahead and go off the record. Okay?</p> <p>25 A. No problem. Thank you.</p>	<p style="text-align: right;">Page 9</p> <p>1 A. No.</p> <p>2 Q. Anybody at Ad Art that you talked to, other than  3 counsel?</p> <p>4 A. We had a conference call with all parties at the same  5 time.</p> <p>6 Q. Who was on that conference call?</p> <p>7 A. Myself, Terry Long, the attorney and Dana Long?</p> <p>8 Q. What is your position with Ad Art currently?</p> <p>9 A. With the current -- the live Ad Art, I'm executive  10 vice-president.</p> <p>11 Q. What is your job description or the duty, what is --  12 what do you do from day to day?</p> <p>13 A. Mostly I handle the Dallas office.</p> <p>14 Q. The Dallas files?</p> <p>15 A. The Dallas office, yes.</p> <p>16 Q. Okay, Dallas office. What type of projects in Dallas  17 do you oversee?</p> <p>18 A. Channel letter jobs like Men's Warehouse, things of  19 that nature.</p> <p>20 Q. Do you still -- do you oversee pylon sign construction?</p> <p>21 A. No.</p> <p>22 Q. Who does in the Dallas office?</p> <p>23 A. We build very little pylons in the Dallas office.</p> <p>24 Q. When is the last time that you were involved in the  25 construction of a pylon?</p>

<p style="text-align: right;">Page 10</p> <p>1 A. Probably six years ago.</p> <p>2 Q. What was the project?</p> <p>3 A. It was -- I don't remember the name of the project. It</p> <p>4 was in North Carolina. That's what I remember.</p> <p>5 Q. And when I say "a pylon sign," I'm obviously referring</p> <p>6 to something like the MGM sign in question. Do you understand</p> <p>7 what I'm saying?</p> <p>8 A. Well, the pylon at the MGM is a one of a kind, and we</p> <p>9 don't do anything like that ever.</p> <p>10 Q. Okay. But the MGM sign, which is the subject of this</p> <p>11 litigation that is -- we can refer to that as a pylon sign; is</p> <p>12 that fair?</p> <p>13 A. Yes.</p> <p>14 Q. What is your understanding -- what is your</p> <p>15 understanding about the allegations in this lawsuit?</p> <p>16 A. I have no idea.</p> <p>17 Q. Do you know what this lawsuit is about?</p> <p>18 A. I understand that someone who worked for another sign</p> <p>19 company didn't have a safety belt on and fell off the sign.</p> <p>20 That's what I know.</p> <p>21 Q. Okay. And do you know who built the sign?</p> <p>22 A. Yes, the previous old dead Ad Art built the sign.</p> <p>23 Q. When did Ad Art build the sign?</p> <p>24 A. I'm not sure what year.</p> <p>25 Q. If you could look at Plaintiff's Exhibit Number 1. Do</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. And there is a signature there, and it then says,</p> <p>2 Ad Art Sign, Inc.?</p> <p>3 A. Yes.</p> <p>4 Q. Do you know whose signature that is?</p> <p>5 A. I believe it's Richard Shade.</p> <p>6 Q. Who is Richard Shade?</p> <p>7 A. He was someone who worked for the old, dead company.</p> <p>8 Q. And what company is that?</p> <p>9 A. Well, I knew it as Ad Art Signs.</p> <p>10 Q. But at the time of the building permit, it says the</p> <p>11 contractor is Ad Art, Inc.; is that correct?</p> <p>12 A. That's what this document says. That's correct.</p> <p>13 Q. And what is the name of the company that you work for</p> <p>14 now?</p> <p>15 A. Ad Art.</p> <p>16 Q. It's not officially called Ad Art, Inc.?</p> <p>17 A. You know, I don't know how it's chartered.</p> <p>18 Q. Would you have any reason to disagree with me if I</p> <p>19 represented to you that the current corporation of Ad Art is</p> <p>20 called Ad Art, Inc.?</p> <p>21 MR. HENNER: Objection: Calls for speculation.</p> <p>22 Q. (By Mr. Kramethamer) You can answer.</p> <p>23 A. I have no idea.</p> <p>24 Q. But as we sit here today, looking at a document</p> <p>25 regarding the -- well, let's back up.</p>
<p style="text-align: right;">Page 11</p> <p>1 you have that document in front of you?</p> <p>2 A. Yes, I do.</p> <p>3 Q. Have you ever seen this document?</p> <p>4 A. No, I have not.</p> <p>5 Q. Clark County building permit -- or excuse me -- Clark</p> <p>6 County Building Department Permit. Do you see that at the top?</p> <p>7 A. Yes, I do.</p> <p>8 Q. You understand that -- that the MGM sign that was built</p> <p>9 on or around, you know, the 1993, 1994 era is in Clark County. Do</p> <p>10 you understand that?</p> <p>11 A. I believe it was in Clark County, yes.</p> <p>12 Q. Okay. So as I look at this building permit, you see</p> <p>13 the property owner is MGM Grand Hotel, Inc.?</p> <p>14 A. Yes.</p> <p>15 Q. And do you see the contractor is Ad Art, Inc.?</p> <p>16 A. Yes.</p> <p>17 Q. And the date this permit was pulled or issued was</p> <p>18 October of '93?</p> <p>19 A. Yes.</p> <p>20 Q. Now, down at the bottom, there is a licensed</p> <p>21 Contractors Declaration. Do you see that?</p> <p>22 A. Owner-Builder Declaration, is that the one -- okay. I</p> <p>23 see that. Yes.</p> <p>24 Q. Yeah, it's above that.</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 13</p> <p>1 So the permit on this Exhibit 1, it's for a</p> <p>2 sign-billboards; is that correct?</p> <p>3 A. It says a billboard, yes.</p> <p>4 Q. And the contractor is listed as Ad Art, Inc.?</p> <p>5 A. Well, it's listed as Ad Art, Inc. It's listed with two</p> <p>6 different names here.</p> <p>7 Q. What is the other name?</p> <p>8 A. Ad Art Sign, Inc.</p> <p>9 Q. And that's -- that was written in by Richard Shade?</p> <p>10 A. Correct.</p> <p>11 Q. Is Richard -- where is Richard today?</p> <p>12 A. He's dead.</p> <p>13 Q. When did Richard -- I'm sorry to hear that. When did</p> <p>14 Richard die?</p> <p>15 A. Approximately -- I only heard through the grapevine</p> <p>16 maybe five years ago, but I'm only guessing.</p> <p>17 Q. So now let's take a look at Exhibit 2. This is -- it's</p> <p>18 called Schnaler Research, and it's got my chicken scratch at the</p> <p>19 top and then --</p> <p>20 A. Uh-huh.</p> <p>21 Q. -- and there is Ad Art. Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. And then it lists the executive committee?</p> <p>24 A. Uh-huh.</p> <p>25 A. Do you see about five names down it lists you?</p>



<p style="text-align: right;">Page 14</p> <p>1 A. Yes.</p> <p>2 Q. It says you're executive vice-president national sales.</p> <p>3 Is that still your position?</p> <p>4 A. Yes.</p> <p>5 Q. But you really only handle the Dallas office; is that</p> <p>6 correct?</p> <p>7 A. The Dallas office handles national sales.</p> <p>8 Q. Okay. Fair enough. Now, here it says that you have</p> <p>9 been with the company for more than 35 years; is that right?</p> <p>10 A. No. It says I've been in the sign industry 35 years.</p> <p>11 Q. That's correct. I apologize. I kind of jumped ahead</p> <p>12 of myself. He's advanced in various capacities at Ad Art,</p> <p>13 includes a ten-year stretch as manager of a Las Vegas division</p> <p>14 during which time it installed the MGM, Treasure Island, Rio and</p> <p>15 Mirage pylons.</p> <p>16 Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. So were you part of the team that installed the MGM</p> <p>19 pylon?</p> <p>20 A. No.</p> <p>21 Q. Who was?</p> <p>22 A. Gordon Kitto.</p> <p>23 Q. Can you spell his last name for me?</p> <p>24 A. K-I-T-T-O.</p> <p>25 Q. Is Gordon still with Ad Art?</p>	<p style="text-align: right;">Page 16</p> <p>1 Q. Who did you deal with on the MGM side?</p> <p>2 A. Nobody.</p> <p>3 Q. Excuse me. On the MGM side, who with MGM did you deal</p> <p>4 with?</p> <p>5 A. I dealt with nobody.</p> <p>6 Q. Who at Ad Art dealt with MGM?</p> <p>7 A. Terry Long.</p> <p>8 Q. So when this -- this printout from Ad Art's website</p> <p>9 talked about your time or your advancement in various capacities</p> <p>10 at Ad Art, what is -- what was your involvement with the MGM or</p> <p>11 the construction of the MGM pylon, other than with the sales?</p> <p>12 A. I wasn't involved in the sales nor the installation of</p> <p>13 the MGM pylon.</p> <p>14 Q. Okay. Who else was involved in the installation, other</p> <p>15 than Gordon Kitto?</p> <p>16 A. I do not recall.</p> <p>17 Q. What was Gordon Kitto's job at Ad Art during this time?</p> <p>18 A. Production manager.</p> <p>19 Q. Is Lynn Weaver still alive?</p> <p>20 A. I have no idea.</p> <p>21 Q. Do you know where Lynn Weaver is now?</p> <p>22 A. I have no idea.</p> <p>23 Q. When did Lynn Weaver leave the company?</p> <p>24 A. I have no idea.</p> <p>25 MR. HUNTER: Objection to form, vague and</p>
<p style="text-align: right;">Page 15</p> <p>1 A. No. He's dead.</p> <p>2 Q. When did Gordon Kitto die?</p> <p>3 A. Maybe -- I'm only speculating -- eight years ago.</p> <p>4 Q. All right. Who else was part of the Las Vegas division</p> <p>5 when the MGM sign was involved?</p> <p>6 MR. HUNTER: I'm going to object as vague and</p> <p>7 ambiguous.</p> <p>8 Q. (By Mr. Krametbauer) You can answer.</p> <p>9 A. I was more involved with the sales end of it. I can</p> <p>10 tell you a couple -- Lynn Weaver was a salesperson at the time, I</p> <p>11 think, and maybe not even then. Maybe that was later. Terry Long</p> <p>12 came down. I can't really tell you. You know, we had lots of</p> <p>13 installers. We had lots of that, but most of my time I spent with</p> <p>14 the salespeople.</p> <p>15 Q. And that would have had been Lynn Weaver and</p> <p>16 Terry Long?</p> <p>17 A. Yeah. There was others, but I can't remember all of</p> <p>18 their names.</p> <p>19 Q. And when was -- when were you involved in this? Like,</p> <p>20 what years was this -- was this occurring?</p> <p>21 A. I have no recollection of what years. I mean, it was</p> <p>22 all ancient history in the old, dead company. I don't --</p> <p>23 I don't --</p> <p>24 Q. Was it in the 19 -- early 1990s?</p> <p>25 A. I already told you. I don't remember.</p>	<p style="text-align: right;">Page 17</p> <p>1 ambiguous as to the certain company.</p> <p>2 Q. (By Mr. Krametbauer) What was Lynn Weaver's job during</p> <p>3 the installation of the MGM pylon?</p> <p>4 A. I'm not even sure she was working for us during the MGM</p> <p>5 pylon, but she was a salesperson that worked for us in Las Vegas</p> <p>6 at one time.</p> <p>7 Q. And what was Terry Long's position during the</p> <p>8 installation of the MGM pylon?</p> <p>9 A. I believe he was president.</p> <p>10 Q. And from 1993 to 1998, what company were you working</p> <p>11 for or companies, rather?</p> <p>12 A. I knew it as Ad Art.</p> <p>13 Q. So you were working for Ad Art in 1993?</p> <p>14 A. Yes.</p> <p>15 Q. And then in 1994, who were you working for?</p> <p>16 A. As far as I know, I have always worked for -- the old</p> <p>17 company, as far as I ever knew it, was called Ad Art.</p> <p>18 Q. Okay. And then when did the old company that you are</p> <p>19 referring to become the new company that you are referring to or</p> <p>20 the current company?</p> <p>21 A. It never became --</p> <p>22 MR. HUNTER: Object to form, vague and ambiguous.</p> <p>23 Q. (By Mr. Krametbauer) Go ahead.</p> <p>24 A. It never became the new company. The old company died,</p> <p>25 and I wasn't even with the old company when it died, so I don't</p>

<p>Page 18</p> <p>1 I know when it died. I just know that it did.</p> <p>2 Q. So do you know when the old company died, in your own</p> <p>3 words?</p> <p>4 A. No.</p> <p>5 Q. Where were you when, quote, unquote, the company died?</p> <p>6 A. U.S. Signs.</p> <p>7 Q. When did you leave Ad Art and work for U.S. Signs?</p> <p>8 A. I think -- if my memory serves me right, possibly</p> <p>9 around 2000, '99.</p> <p>10 Q. About 1999 and 2000?</p> <p>11 A. Something like that, yes.</p> <p>12 Q. And how long were you at U.S. Signs?</p> <p>13 A. About two years, I think.</p> <p>14 Q. And where did you go after U.S. Signs?</p> <p>15 A. I started to work with the new Ad Art.</p> <p>16 Q. That was after the two-year stint at U.S. Signs?</p> <p>17 A. Correct.</p> <p>18 Q. So about 2002?</p> <p>19 A. I have no idea.</p> <p>20 Q. 2003?</p> <p>21 A. I have no idea on the time frame. I was only guessing.</p> <p>22 Q. I don't want you to guess.</p> <p>23 A. Okay. Then I have no idea.</p> <p>24 Q. We can use your best estimate. Do you have an estimate</p> <p>25 when you joined with Ad Art after leaving U.S. Signs?</p>	<p>Page 20</p> <p>1 pylon.</p> <p>2 A. There were 350 employees, my guess.</p> <p>3 Q. And I appreciate that. I want to know the ones working</p> <p>4 for the MGM pylon.</p> <p>5 A. I don't recall.</p> <p>6 Q. Where would that information be?</p> <p>7 A. I have no idea. The company guide. The files were</p> <p>8 thrown away. I have no idea.</p> <p>9 Q. Who threw the files away?</p> <p>10 A. I have no idea.</p> <p>11 Q. Who would have that information?</p> <p>12 A. I don't know. I wasn't with the company when it</p> <p>13 happened.</p> <p>14 Q. How do you know the files were thrown away?</p> <p>15 A. Because I have asked and looked for -- for old</p> <p>16 documents and could never find them.</p> <p>17 Q. Who did you ask for old documents?</p> <p>18 A. I asked Terry for old documents.</p> <p>19 Q. Anybody else?</p> <p>20 A. No.</p> <p>21 Q. What did Terry say when you asked him for old</p> <p>22 documents?</p> <p>23 A. He said he had no idea where they were at.</p> <p>24 Q. Anything else?</p> <p>25 A. No.</p>
<p>Page 19</p> <p>1 A. I think 2005.</p> <p>2 Q. And what was your job for Ad Art in 2005?</p> <p>3 A. Salesperson.</p> <p>4 Q. Have you ever had an ownership interest in Ad Art?</p> <p>5 MR. HUNTER: Object to form, vague as to "Ad Art."</p> <p>6 A. I have -- I had no ownership of the old, dead Ad Art.</p> <p>7 I have a stock ownership in the new Ad Art.</p> <p>8 Q. (By Mr. Krametsauer) Okay. So in the Ad Art that</p> <p>9 built the MGM pylon back in the 1990s, you did not have an</p> <p>10 ownership interest in that company; is that correct?</p> <p>11 A. That is correct.</p> <p>12 Q. But you could have an ownership company -- excuse me.</p> <p>13 Strike that.</p> <p>14 You do have ownership in a company known as Ad Art</p> <p>15 today; is that correct?</p> <p>16 A. Correct.</p> <p>17 Q. Other than the people that we have listed,</p> <p>18 Gordon Kitto, Lynn Weaver and Terry Long, who else, to the best of</p> <p>19 your knowledge, was involved in the installation of the MGM pylon?</p> <p>20 A. I do not recall.</p> <p>21 Q. Any other names of people working at Ad Art at the</p> <p>22 time?</p> <p>23 A. I don't know. Working for Ad Art at the time, the old</p> <p>24 dead Ad Art?</p> <p>25 Q. Working for Ad Art during the installation of the MGM</p>	<p>Page 21</p> <p>1 Q. What all documents were you looking for?</p> <p>2 A. A file on how a sign was built. I don't recall the</p> <p>3 name.</p> <p>4 Q. Do you know the state that it was located in?</p> <p>5 A. I believe it was in North Carolina.</p> <p>6 Q. And how long ago did you make this request of Terry</p> <p>7 regarding the old documents?</p> <p>8 A. Years.</p> <p>9 Q. More than five years ago?</p> <p>10 A. Yes.</p> <p>11 Q. Did you have any involvement in the Treasure Island</p> <p>12 pylon installation?</p> <p>13 A. No.</p> <p>14 Q. Did you have any involvement in the Rio pylon</p> <p>15 installation?</p> <p>16 A. No.</p> <p>17 Q. Did you have any involvement in the Mirage pylon</p> <p>18 installation?</p> <p>19 A. No.</p> <p>20 Q. Who was involved with the Treasure Island pylon</p> <p>21 installation?</p> <p>22 A. Gordon Kitto.</p> <p>23 Q. Who else?</p> <p>24 A. I don't know.</p> <p>25 Q. Who was involved in the Rio pylon installation?</p>

<p style="text-align: right;">Page 22</p> <p>1 A. Gordon Kitto.</p> <p>2 Q. Anybody else?</p> <p>3 A. I don't know.</p> <p>4 Q. Who was involved in the Mirage pylon installation?</p> <p>5 A. Gordon Kitto.</p> <p>6 Q. Anybody else?</p> <p>7 A. I don't know.</p> <p>8 Q. As far as the MGM pylon is concerned, were there any</p> <p>9 subcontractors hired by Ad Art?</p> <p>10 A. I have no idea.</p> <p>11 Q. Where were the materials purchased from?</p> <p>12 A. I have no idea.</p> <p>13 Q. Do you know if the Alucabond or any material from BA</p> <p>14 was purchased by Ad Art for the construction of the sign?</p> <p>15 A. I have no idea.</p> <p>16 Q. Where would that information be?</p> <p>17 A. That, I would have no idea. Those records don't -- as</p> <p>18 far as I know, don't exist.</p> <p>19 Q. Who would be the best person to talk to about getting</p> <p>20 those records?</p> <p>21 A. I have no idea. I don't even know if they exist.</p> <p>22 Q. Would -- would it be Terry Long?</p> <p>23 A. I answered it once.</p> <p>24 Q. Well, I'm asking you. Who would be --</p> <p>25 A. I have no idea.</p>	<p style="text-align: right;">Page 24</p> <p>1 MR. HUNTER: Objection: Calls for speculation.</p> <p>2 A. I am not -- I wasn't an owner, so I'm not positive. I</p> <p>3 always saw him as a man of authority.</p> <p>4 Q. (By Mr. Kramethauer). But when you were working at</p> <p>5 Ad Art at the time of the MGM sign construction, you understood</p> <p>6 that Terry Long was an owner of that company?</p> <p>7 A. I understood that Terry was president.</p> <p>8 Q. Okay. And who currently owns Ad Art, Inc.?</p> <p>9 A. I don't know who owns --</p> <p>10 MR. HUNTER: Object to form, vague and ambiguous</p> <p>11 as to Ad Art.</p> <p>12 Q. (By Mr. Kramethauer) Is Terry Long a current owner of</p> <p>13 Ad Art, Inc.?</p> <p>14 A. Terry is a current owner of the Ad Art that exists now.</p> <p>15 Q. So that's a yes?</p> <p>16 A. I don't know if it's Ad Art, Inc. So I'm talking you</p> <p>17 he's an owner of the -- part owner of the Ad Art now, a</p> <p>18 stockholder.</p> <p>19 Q. Is Mr. Lou Papais still alive?</p> <p>20 A. Yes.</p> <p>21 Q. Where is Mr. Papais, Lou Papais?</p> <p>22 A. The last time I heard, he was in the hospital.</p> <p>23 Q. Do you know what state he lives in?</p> <p>24 A. California.</p> <p>25 Q. When was the last time that you talked to him?</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. -- the person at Ad Art to talk to about getting the</p> <p>2 documents regarding people involved with the MGM pylon</p> <p>3 installation?</p> <p>4 A. The old Ad Art. --</p> <p>5 MR. HUNTER: Objection: Vague and ambiguous as to</p> <p>6 "Ad Art."</p> <p>7 A. The old, dead Ad Art doesn't exist, and I have no idea</p> <p>8 where any records from the old, dead Ad Art are.</p> <p>9 Q. (By Mr. Kramethauer) Do you know anything about the</p> <p>10 liquidation of Ad Art, Inc.?</p> <p>11 A. No.</p> <p>12 Q. Do you know anything about the acquisition or purchase</p> <p>13 of Ad Art's assets?</p> <p>14 A. No.</p> <p>15 Q. Who was the owner of Ad Art, Inc., when the MGM pylon</p> <p>16 was constructed?</p> <p>17 A. I believe it was Lou Papais, Dan O'Leary, John Papais</p> <p>18 and Terry Long.</p> <p>19 Q. I apologize because the phone kind of cut out there,</p> <p>20 but you listed, I think, four names. Can you give me it one more</p> <p>21 time: Do your best on spelling their last name for me.</p> <p>22 A. Lou Papais, P-A-P-A-I-S; John Papais, same spelling;</p> <p>23 Dan O'Leary, O-L-E-A-R-Y; and Terry Long.</p> <p>24 Q. To the best of your knowledge, Terry Long was an owner</p> <p>25 of the -- the Ad Art who had built the MGM pylon?</p>	<p style="text-align: right;">Page 25</p> <p>1 A. Christmases last year.</p> <p>2 Q. Do you have any contact information?</p> <p>3 A. No, I do not.</p> <p>4 Q. How about John Papais?</p> <p>5 A. John Papais?</p> <p>6 Q. Is he still alive?</p> <p>7 A. He's deceased.</p> <p>8 Q. When did John Papais pass away?</p> <p>9 A. I do not recall the year, but it was at least 20 years</p> <p>10 ago.</p> <p>11 Q. How about Dan O. . .</p> <p>12 A. Dan O'Leary, he passed away.</p> <p>13 Q. O'Leary. I can't read my own handwriting.</p> <p>14 Is Dan O'Leary still alive?</p> <p>15 A. No. He passed away also.</p> <p>16 Q. When did he pass away?</p> <p>17 A. I'm guessing maybe six or seven years ago.</p> <p>18 Q. And Terry Long is still alive, correct?</p> <p>19 A. Correct.</p> <p>20 Q. Any other owners that you knew about at the time of the</p> <p>21 MGM sign construction?</p> <p>22 A. No.</p> <p>23 Q. I apologize, but we earlier talked about</p> <p>24 Richard Shede. What was his position with the company in 1993?</p> <p>25 A. As I recall, he did electronics, and at time he would</p>

1 WILLIAM R. BRENSKE, ESQ.  
2 Nevada Bar No. 1806  
3 JENNIFER R. ANDREEVSKI, ESQ.  
4 Nevada Bar No. 9095  
5 RYAN D. KRAMETBAUER, ESQ.  
6 Nevada Bar No. 12800  
7 BRENSKE ANDREEVSKI & KRAMETBAUER  
8 3800 Howard Hughes Parkway, Suite 500  
9 Las Vegas, NV 89169  
10 Telephone: (702) 385-3300  
11 Facsimile: (702) 385-3823  
12 Email: [wbrenske@hotmail.com](mailto:wbremske@hotmail.com)  
13 *Attorneys for Appellant,*  
14 *Charles Schueler*

Electronically Filed  
Oct 03 2018 10:42 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

15 **IN THE COURT OF APPEALS OF THE STATE OF NEVADA**

16 CHARLES SCHUELER,  
17  
18 Appellant,  
19  
20 v.

21 AD ART, INC.,

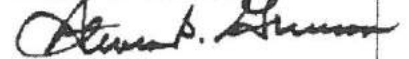
22 Respondent.

Supreme Court No.: 75688  
Dist. Ct. Case No.: A-15-722391-C

**APPELLANT AND**  
**RESPONDENT'S JOINT**  
**APPENDIX**

**VOLUME III**

Exhibit No.		Bates Nos.
14.	Plaintiff's Opposition to Defendant AD ART, INC.'s Motion for Summary Judgment	246 - 324
15.	Defendant AD ART, INC.'s Reply in Support of Motion for Summary Judgment	325 - 365



1 WILLIAM R. BRENSKE, ESQ.  
Nevada Bar No. 1806  
2 JENNIFER R. ANDREEVSKI, ESQ.  
Nevada Bar No. 9095  
3 RYAN D. KRAMETBAUER, ESQ.  
Nevada Bar No. 12800  
4 BRENSKE & ANDREEVSKI  
3800 Howard Hughes Parkway, Suite 500  
5 Las Vegas, NV 89169  
Telephone: (702) 385-3300  
6 Facsimile: (702) 385-3823  
Email: [wbrenske@hotmail.com](mailto:wbrenske@hotmail.com)  
7 Attorneys for Plaintiff,  
8 Charles Schueler

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 CHARLES SCHUELER,

12 Plaintiff,

13 v.

14 MGM GRAND HOTEL, LLC, a Domestic Limited  
15 Liability Company d/b/a MGM GRAND; MGM  
RESORTS INTERNATIONAL, A Foreign  
16 Corporation d/b/a MGM GRAND; AD ART, INC., A  
Foreign Corporation; 3A COMPOSITES USA INC.,  
17 a Foreign Corporation a/k/a ALUCOBOND  
TECHNOLOGIES CORPORATION; DOES 1 - 25;  
18 ROE CORPORATIONS 1 - 25; inclusive,

19 Defendants.

Case No.: A-15-722391-C

Dept. No.: XVII

**PLAINTIFF CHARLES  
SCHUELER'S OPPOSITION TO  
DEFENDANT AD ART, INC.'S  
MOTION FOR SUMMARY  
JUDGMENT**

Date of Hearing: 09/06/17

Time of Hearing: 8:30 a.m.

20 Plaintiff, Charles Schueler, by and through his attorneys of record, Brenske & Andreevski,  
21 hereby opposes Defendant Ad Art, Inc.'s Motion for Summary Judgment.  
22

23 ///

24 ///

25 ///

26 ///

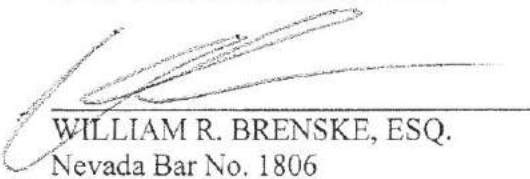
27 ///

28

1 This opposition is based on the pleadings and papers on file herein, the attached  
2 Memorandum of Points and Authorities, and any oral argument this Court may wish to entertain.

3 DATED this 22 day of August, 2017.

4 **BRENSKE & ANDREEVSKI**

5  
6  
7   
WILLIAM R. BRENSKE, ESQ.

Nevada Bar No. 1806

JENNIFER R. ANDREEVSKI, ESQ.

Nevada Bar No. 9095

RYAN D. KRAMETBAUER, ESQ.

Nevada Bar No. 12800

3800 Howard Hughes Parkway, Suite 500

Las Vegas, NV 89169

*Attorneys for Plaintiff,*

*Charles Schueler*

11  
12  
13  
14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. STATEMENT OF FACTS**

16 On July 31, 2013, Plaintiff, Charles Schueler, was working on the MGM pylon sign in Las  
17 Vegas, Nevada. He was tasked with replacing the LED displays on the face of the sign. As Mr.  
18 Schueler was walking, a triangular panel of Alucobond on the floor suddenly gave way, causing  
19 him to fall approximately 150 feet to the ground. Mr. Schueler survived, but suffered debilitating  
20 injuries.  
21

22 Defendant Ad Art, Inc. argues one of its predecessors built the sign in 1993/1994 and it  
23 cannot be held responsible for Plaintiff's damages. Discovery conducted thus far belies this  
24 argument. Specifically, in the Clark County Building Department Permit issued for the  
25 construction of the MGM Grand Hotel/Sign, the contractor is listed as "Ad Art Inc." and not Ad  
26 Art Electronic Sign Corporation, as Defendant argues.  
27

28 *///*





Clark County Building Department			
PERMIT			
401 South Fourth Street • Las Vegas, Nevada 89101			
(702) 455-3000			
IMPORTANT: Always use the permit number below when requesting inspections or information concerning this permit.			
PERMIT NUMBER 93-16931 SBB	PROJECT NAME MGM GRAND/SIGN		ISSUE DATE 10/05/93
SUBDIVISION			
PARCEL NO: 162-21-401-006-001	RANGE-TOWNSHIP-SECTION		61-21-21
SITE ADDRESS: 3799 S LAS VEGAS BLVD			
TENANT NAME: MGM GRAND HOTEL/SIGN			TENANT NO: HOTEL
PROPERTY OWNER: M G M GRAND HOTEL INC			
CONTRACTOR: AD ART INC			
PERMIT: SIGN-BILLBOARD			VALUATION: 6720
SIGN-BILLBOARD			
FOUNDATION ONLY THIS PERMIT DOES NOT			
INCLUDE SUPERSTRUCTURE			
FOUNDATION ONLY AND 36" DIA PIPE ONLY/DB			
THIS DOES NOT INCLUDE SUPERSTRUCTURE/DEF			
NO. UNITS: 0	SO FOOTAGE: 0	NO. STORIES: 0	QAA: N
OCCUPANCY:	TYPE OF CONST:	SPRINKLER REQ:	
FEE SUMMARY			
PERMIT FEE	CHARGED	PAID PREV	PAID
ZONING BILLBOARD FEE	81.00	.00	81.00
	500.00	.00	500.00
	TOTAL PAID		581.00

Given Ad Art, Inc. is listed as the contractor on the building permit, Ad Art Inc.'s protestations that it was not involved do not ring true. In a Motion for Summary Judgment, all inferences must be drawn in favor of the non-moving party. Wood v. Safeway, Inc., 121 Nev. 724, 732 (2005). Construing the evidence in a light most favorable to Plaintiff, the building permit alone offers evidence Defendant is an appropriate party to this lawsuit. Ad Art, Inc. was listed as the contractor on the job - not Ad Art ESC.

Should this Court choose to ignore the building permit, which clearly states the contractor for the MGM sign was Defendant, Ad Art, Inc., and to consider Defendant's arguments regarding successor liability, Defendant still loses. Specifically, in Nevada, there are four exceptions to the general rule that a purchasing corporation is not liable for the debts of its successor. Those are:

- 1) where the purchaser expressly or impliedly agrees to assume such debts;
- 2) where the transaction is really a consolidation or a merger;
- 3) **when the purchasing corporation is merely a continuation of the selling corporation;** and,

- 1 4) where the transaction was fraudulently made in order to escape liability for  
2 such debts.

3 Village Builders 96, L.P. v. U.S. Laboratories, Inc., 121 Nev. 261, 268 (2005) (emphasis added).

4 Here, there is nothing to suggest Ad Art, Inc. is anything less than a mere continuation of  
5 the selling corporation. In fact, on Ad Art's website, it indicates Ad Art has been "a leader in the  
6 industry for more than 50 years." *See below:*

## 7 8 9 WELCOME TO AD ART

10  
11 Ad Art is client-centric. Our customer relationships are characterized by  
12 trust, confidence, high expectations and satisfaction with results. When it  
13 comes to servicing valued account customers, we recognize that we are  
14 only as good as our last project. At Ad Art we understand that you have a  
15 choice in signage providers and we strive to create a stress free buying  
16 experience by managing all aspects of the design, permitting, fabrication  
17 & installation processes. Communication is key to our success as a leader  
18 in the industry for more than 50 years.



19 If Ad Art has been a "leader in the industry for more than 50 years," is it clear the company did not  
20 come into existence in 2003. It has changed its name and continued its business for more than 50  
21 years. Additionally, Defendant Ad Art, Inc. advertises about its experience building signs,  
22 including the MGM Pylon from 1993/1994:

23  
24 Doug Head  
Executive Vice President, National Sales

25 Douglas A. Head has served in the sign industry for more than 35 years. His advertisement in various capacities at Ad Art includes a  
26 ten year stretch as manager of the Las Vegas division during which time it installed the MGM, the Treasure Island, the Rio and the  
27 Mirage pylons. Doug is a member of Ad Art's executive management team and leads Ad Art's Texas division. He successfully  
developed and manages the maintenance division of Ad Art, AA Sign and Lighting Maintenance. Doug is a co-founder of the Nepal  
Children's Home in Kathmandu, Nepal, and serves on its Board of Directors.

28 See Printout from Ad Art, Inc. website attached hereto as Exhibit "5".

In the Village Builders case, the Nevada Supreme Court indicated there are "two requirements to justify bringing a sale of assets within the purview of the mere continuation exception to the general rule: (1) only one corporation remains after the transfer of assets; and (2) there is an identity of stock, stockholders, and directors between the two corporations." Id. at 274. According to Ad Art's website, "former Ad Art executives resurrected Ad Art from the ashes" after the company closed due to the market crash of 2001. *See below:*

## Who We Are

Ad Art is an award-winning national sign company doing business in all 50 states. Ad Art currently has seven branch offices located in California, Nevada and Texas.

We strive for versatility in all that we do. We are a full-service company that not only is able to provide channel letters, pole signs, awnings, and interior signs, but also able to provide custom pylons, monument displays, and a wide array of outdoor/indoor LED and LCD digital signage solutions.

Most importantly we take responsibility for the outcome and performance expectations. We are only as good as our last installation and the ability we have to maintain and build on long lasting relationships. We are guided by ensuring client satisfaction.

## The Story of the Phoenix Rising

To tell the true story of Ad Art one needs a lifetime. The first Ad Art (known as Ad Art 1.0) was started in 1935 in Modesto, CA. In the early 1950's the Papais brothers (Lou and John) purchased and relocated the company 15 miles north of Stockton, CA. Throughout the 1960's Ad Art grew to become one of the top 5 largest sign companies in the US and dominated the Las Vegas market.

In the 1990's, Ad Art was purchased and taken public on the NASDAQ exchange, traded under the name Display Technologies (DTEK). In the market crash of 2001, Display Technologies was forced to close or liquidate many of their holdings in order to stave off bankruptcy. Ad Art, a highly profitable business, was closed as a casualty of the parent company losses.

In 2003, Terry Long, Robert Kierejczyk & Jeremy Anderson, all former Ad Art executives, resurrected Ad Art from the ashes. Starting fresh, Ad Art 2.0 was born and has again risen to become one of the innovative leaders in the signage industry. Appropriately, the Phoenix is the unofficial symbol of the company which tells the story of Ad Art's colorful past.

In addition, according to the California Secretary of State's website, there is nothing left of Ad Art Electronic Sign Corporation. Only one active corporation remains: Ad Art, Inc. See below:

Business Search - Results

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, May 11, 2007. Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

Results of search for "AD ART" returned 10 entity records.

Entity Name	Entity ID	Status	Entity Name	Entity Name
C0948931	05/14/1978	FTB SUSPENDED	AD ART ELECTRICAL PRODUCTS CORPORATION	COLEEN E PROVAN
C2069696	02/19/1998	SOS/FTB FORFEITED	AD ART ELECTRONIC SIGN CORPORATION	** RESIGNED ON 08/26/2001
C2503793	03/25/2003	ACTIVE	AD ART, INC.	BLAIR M WHITE
C2247216	07/20/2001	FTB SUSPENDED	AD BC ART GALLERY, INC.	** RESIGNED ON 03/13/2003
C0905634	01/02/1979	FTB SUSPENDED	AD-ART FINANCIAL CORPORATION	RONALD R JOHNSON
C0905683	01/02/1979	FTB SUSPENDED	AD-ART INDUSTRIES, INC.	RONALD R JOHNSON
C0523192	04/30/1971	SOS/FTB SUSPENDED	AD-ART SIGNS, INC.	BRENDA MCGILGATHERY
C0199597	09/11/1945	SOS/FTB SUSPENDED	AD-ART, INC.	COLEEN E PROVAN
C0421194	04/17/1962	DISSOLVED	AD-ART, INC., OF SAN JOSE	
C0539901	01/29/1968	SURRENDER	ART 'N' AD, INC.	

Modify Search New Search

Given only one corporation existed after Ad Art was "resurrected" and the same executives were involved in both companies, Ad Art, Inc. is a mere continuation of its predecessors. As such, Ad Art, Inc. is an appropriate defendant in this action.

Additionally, many of the same officers from "Old Ad Art" are officers at "New Ad Art." In fact, Terry Long, President of "Old Ad Art" is the current CEO of "New Ad Art." (See Pg. 27, Lines 23-25 of Terry Long's Deposition Transcript attached hereto as Exhibit "1"; See also Defendant Ad Art, Inc.'s Responses to Plaintiff's Second Set of Interrogatories attached hereto as Exhibit "2"). Mr. Long owned a 20% interest in "Old Ad Art" and currently owns 22% of "New Ad Art." Id. Another executive, Doug Head, was Manager of the Las Vegas Division of "Old Ad

Art" at the time the MGM pylon was manufactured and is now Executive Vice-President of "New Ad Art" with an 8% interest in the company. (See Deposition Transcript of Doug Head attached hereto as Exhibit "3"; See also Exhibit "2"). According to Ad Art Inc.'s public website, the following Ad Art employees have worked for Ad Art for several years, some since the 1960's and 70's:

Name & Current Position with Ad Art	History with Ad Art
Terry Long, Chief Executive Officer	Terry has a long history with Ad Art after <i>first joining the company in 1968 . . .</i> Terry . . . <i>also served as the board's President in 1993.</i>
Bob Kierejczyk, President	Bob began his career in the commercial sign business in the <i>1970's when Joining Ad Art as a sales representative.</i> In the beginning Bob's focus was on national repetitive accounts and during his first year in the business he was fortunate enough to bring the Office Depot and Marshalls accounts to the Ad Art team Since that time Bob has continued his sales successes with these types of accounts all the while moving onto one-off, custom sports and spectaculars. In the most recent years, Bob has devoted a good portion of his time developing new talent and getting more involved in different divisions within the company to help ensure the continuing growth and success of Ad Art.
Duane Contento, Senior Vice President	<i>Duane began his career in the sign business in 1981 as a salesman in Ad Art's San Diego office. In the early 1990's he was transferred to Ad Art's Los Angeles office where he became branch/regional manager. In the early 1990's Duane was promoted to Executive Vice President</i> and currently runs the LA and Las Vegas offices. Throughout his career he has served in a lead capacity on noteworthy projects including Disneyland, Disneyworld, Staples Center, Office Depot Center, El Capitan Theatre, Venetian/Palazzo, and various Las Vegas strip gaming clientele.



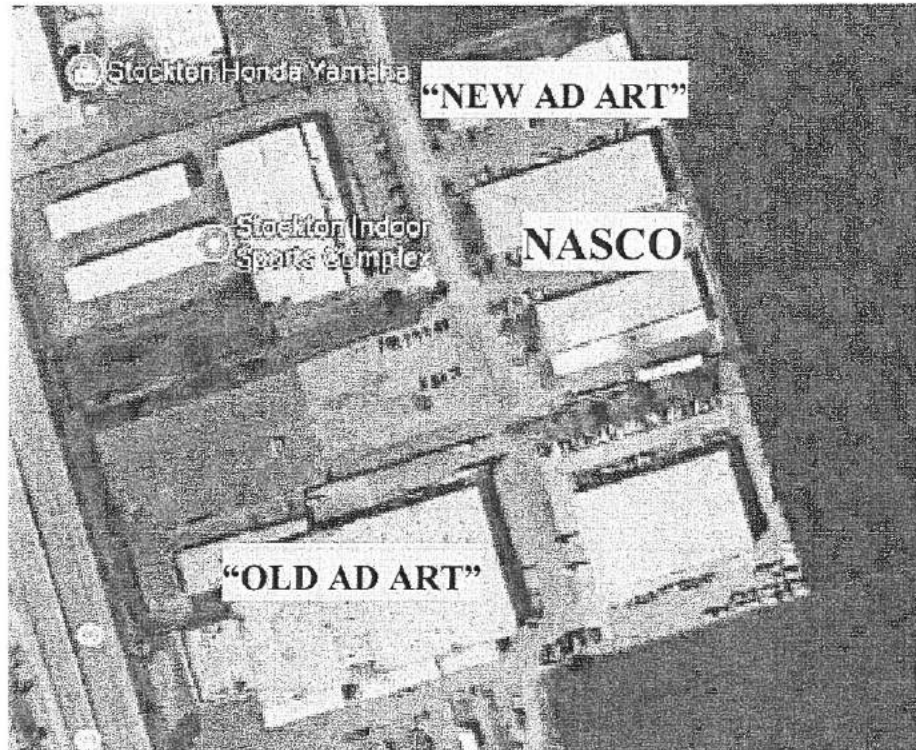
<b>Jeremy Anderson</b> , Executive Vice President of Digital/Electronics	<i>Jeremy Anderson joined Ad Art in 1998 in sales and project management. In 2001, Jeremy joined the electronic LED display division as a member of the research and development team.</i>
<b>Doug Head</b> , Executive Vice President, National Sales	Douglas A. Head has served in the sign industry for more than 35 years. <i>His advancement in various capacities at Ad Art includes a ten year stretch as manager of the Las Vegas division during which time it installed the MGM, the Treasure Island, the Rio and the Mirage pylons.</i> Doug is a member of Ad Art's executive management team and leads Ad Art's Texas division. He successfully developed and manages the maintenance division of Ad Art, AA Sign and Lighting Maintenance.
<b>David Esajian</b> , Senior Account Executive	<i>David . . . has been a member of the Ad Art team since 1997.</i>
<b>Brian P. Connolly</b> , Senior Account Executive	<i>Brian . . . has been with Ad Art since 1997.</i>
<b>Jack Dubois</b> , Executive Art Director	<i>Jack heads up an Art Department that for over 40 years has been a defining industry force in cutting edge sign design. He has been at the design forefront of some of Las Vegas' major casino-resort signage as well as numerous retail and co-opted city projects across the country, often covering both initial branding and wayfinding solutions.</i>

Ad Art, Inc. has been in the business of manufacturing pylon signs, channel letters, architectural signage, monument signs and wayfinding signs since long before 2003 and cannot escape liability by allegedly liquidating assets in 2001.

As depicted below, "New Ad Art" operates its business only a few hundred feet from "Old Ad Art." According to CEO Terry Long, when "Old Ad Art" was liquidated, NASCO purchased various items such as the name, website and telephone number. NASCO is just feet from both

1 "Old Ad Art" and "New Ad Art." All three business are located on Ad Art Road in Stockton,  
2 California.

3 Ad Art Road: Stockton, California



17 According to the purchase agreement between Ad Art, Inc. and NASCO (attached hereto as  
18 Exhibit "4"), Ad Art, Inc. agreed to continue utilizing NASCO as its preferred sign supplier.  
19 Despite its nuanced argument that it is a different company, Ad Art, Inc. is liable for the defective  
20 work it did back in 1993/1994 with regard to the MGM pylon sign.

21

22 **B. THE MGM PYLON IS A DEFECTIVE PRODUCT**

23 Defendant argues the MGM pylon is not a "product" subject to the doctrine of strict  
24 products liability. In support of its argument, Defendant Ad Art, Inc. cites to Calloway v. City of  
25 Reno, 116 Nev. 250, 993 P.2d 1259 (2000) wherein the Nevada Supreme Court held a townhome  
26 is not a product for the purpose of strict products liability. The MGM pylon sign is not a  
27 townhome. It was manufactured by Ad Art, Inc. in its Stockton, California factory and shipped to  
28

1 Las Vegas, Nevada for installation. It is not a dwelling or place of residence, rather a fabricated  
2 structure used solely for the purpose of advertising. As outlined by the Court in Calloway, "one is  
3 strictly liable for damages from a dangerously defective product only if one is a seller "engaged in  
4 the business of selling such a product." Calloway v. City of Reno, 116 Nev. 250, 270 (2000)  
5 (citing Restatement (Second) of Torts, Section 402A, [1965]). *By definition of the Nevada*  
6 *Supreme Court in Calloway v. City of Reno, Defendant Ad Art, Inc. is strictly liable for damages*  
7 *from its dangerously defective pylon sign because it is a seller engaged in the business of selling*  
8 *such products (i.e. pylon signs).*

9  
10 Despite its argument, Defendant Ad Art, Inc. calls its signs "products" via its website:  
11 <https://www.adart.com/traditional-signage/>. In fact, Ad Art's website includes a section dedicated  
12 to its "Products & Services" which includes "Pylon Signs" as a "product category."

13  
14 **C. PLAINTIFF'S CLAIMS ARE NOT BARRED BY THE STATUTE OF REPOSE**

15 Pursuant to NRS 11.190 and NRS 11.220, the statute of limitations on a product liability  
16 action is four years. NRS 11.190 (2015) and NRS 11.220 (1929). In addition, in persuasive  
17 precedent, the Nevada District Court for the District of Nevada held in Fisher v. Profl  
18 Compounding Ctrs of Am., Inc. that "Nevada has a four-year statute of limitations for product  
19 liability cases." Fisher, 311 F. Supp. 2d. 1008, 1017-18 (D. Nev., 2004). Furthermore, that period  
20 does not run from the date of injury, rather it starts when the "injured party discovers or reasonably  
21 should have discovered facts supporting a cause of action." Fisher at 1018. The question is when  
22 the plaintiff discovered facts that suggested a potentially negligent cause of harm. Winn v. Sunrise  
23 Hospital & Medical Center, 277 P.3d 458, 62 (Nev., 2012). Here, Plaintiff's claim was brought well  
24 within the four-year period, so the time of discovery is irrelevant to the four-year statute.

25  
26  
27 Regardless, Plaintiff's complaint stems from the personal injuries he suffered as a result of  
28 Defendant's defective product. N.R.S. 11.190 (4) outlines the period of limitations is "[w]ithin 2



1 years (e) . . . [for] an action to recover damages for injuries to a person . . . caused by the wrongful  
2 act or neglect of another.” Plaintiff fell from the MGM pylon on July 31, 2013 and his Complaint  
3 was filed on July 30, 2015, within the two-year statute of limitations. As such, Plaintiff’s claims  
4 are not barred by the statute of repose.

#### 5 **D. PREMISES LIABILITY**

6 In addition to strict products liability, Plaintiff included a cause of action against Defendant  
7 Ad Art, Inc. for premises liability. Plaintiff alleged Defendant Ad Art, Inc. “. . . implemented  
8 and/or designed a certain MGM pylon sign located within Clark County, Nevada.” Additionally,  
9 Plaintiff alleged Defendant Ad Art, Inc. “had a duty to provide a safe and defect free environment  
10 upon the premises of the MGM pylon sign. . .” Lastly, Plaintiff alleged, “Defendant [Ad Art, Inc.]  
11 failed to use reasonable care in the design, construction, inspection, maintenance, upkeep, control,  
12 repairing and/or maintenance of the premises, rendering the premises unreasonably dangerous.”  
13 Plaintiff’s allegation of premises liability does not require Defendant own or currently control the  
14 premises in question, rather that Ad Art, Inc. breached its duty to provide a safe and defect free  
15 environment upon the premises of the MGM pylon sign. As such, Defendant’s Motion for  
16 Summary Judgment on premises should be denied.

#### 17 **IV. CONCLUSION**

18 In a Motion for Summary Judgment, all facts must be construed in favor of the non-moving  
19 party. Given Ad Art, Inc. was listed as the contractor on the job for the MGM Sign, it can now be  
20 held responsible for Plaintiff’s claims. Alternatively, even if the present corporation is a successor  
21 to the Ad Art, Inc. that manufactured the sign, it is still responsible under the mere continuation  
22 exception to the general rule that successor corporations are not liable for the debts of their  
23 predecessors.  
24  
25  
26  
27  
28

1 Plaintiff respectfully requests this Court deny Defendant Ad Art, Inc.'s Motion for  
2 Summary Judgment in its entirety.

3  
4 DATED this 12 day of August, 2017.

5  
6 **BRENSKE & ANDREEVSKI**

7  
8   
9 WILLIAM R. BRENSKE, ESQ.

10 Nevada Bar No. 1806

11 JENNIFER R. ANDREEVSKI, ESQ.

12 Nevada Bar No. 9095

13 RYAN D. KRAMETBAUER, ESQ.

14 Nevada Bar No. 12800

15 3800 Howard Hughes Parkway, Suite 500

16 Las Vegas, NV 89169

17 *Attorneys for Plaintiff,*

18 *Charles Schueler*

**CERTIFICATE OF SERVICE**

I am employed with Brenske & Andreevski. I am over the age of 18 and not a party to the within action; my business address is 3800 Howard Hughes Parkway, Suite 500, Las Vegas, NV 89169. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under its practice mail is to be deposited with the U. S. Postal Service on that same day as stated below, with postage thereon fully prepaid.

I served the foregoing document described as "**PLAINTIFF CHARLES SCHUELER'S  
OPPOSITION TO DEFENDANT AD ART, INC. MOTION FOR SUMMARY JUDGMENT**"

on this 22<sup>nd</sup> day of August, 2017, to all interested parties as follows:

☐ BY MAIL: Pursuant to NRCP 5(b), I placed a true copy thereof enclosed in a sealed envelope addressed as follows:

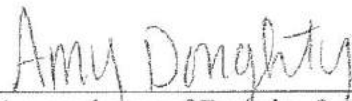
☐ BY FACSIMILE: Pursuant to EDCR 7.26, I transmitted a copy of the foregoing document this date via telecopier to the facsimile number shown below:

☒ BY ELECTRONIC SERVICE: by electronically filing and serving the foregoing document with the Eighth Judicial District Court's WizNet system:

Riley A. Clayton  
HALL JAFFE & CLAYTON, LLP  
7425 Peak Drive  
Las Vegas, Nevada 89128  
*Attorneys for Defendants,*  
*MGM Grand Hotel, LLC,*  
**Facsimile No.: 702-316-4114**

LeAnn Sanders  
Edward Silverman  
ALVERSON, TAYLOR, MORTENSEN & SANDERS  
7401 West Charleston Blvd.  
Las Vegas, Nevada 89117  
*Attorneys for Defendant,*  
*3A Composites USA Inc.,*  
**Facsimile No.: 702-385-7000**

Timothy F. Hunter  
RAY LEGO & ASSOCIATES  
7450 Arroya Crossing Party, Suite 250  
Las Vegas, Nevada 89113  
*Attorney For Defendant,*  
*Ad Art, Inc.*  
**Facsimile No.: 702-270-4602**

  
An employee of Brenske & Andreevski

Brenske & Andreevski  
3800 Howard Hughes Parkway, Suite 500  
Las Vegas, Nevada 89169  
(702) 385-3300 · Fax (702) 385-3823

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Exhibit “1”

DISTRICT COURT  
CLARK COUNTY, NEVADA

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CHARLES SCHUELER,

Plaintiff,

vs.

CASE NO. A-15-722391-C

MGM GRAND HOTEL, LLC, a Domestic  
Limited Liability Company, d/b/a MGM  
GRAND; AD ART, INC., Foreign  
Corporation; 3A COMPOSITES USA INC.,  
a Foreign Corporation a/k/a ALUCOBOND  
TECHNOLOGIES CORPORATION; DOES 1 - 25;  
ROE CORPORATIONS 1 - 25, inclusive,

Defendants.

---

DEPOSITION OF TERRY J. LONG

Thursday, April 27, 2017

Reported by:  
JOAN B. MERTEN  
CSR No. 6922

Job No.: 378066

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BE IT REMEMBERED that, pursuant to Notice of

Deposition, and on Thursday, April 27, 2017, commencing at

the hour of 2:14 p.m., at REGUS - SAN FRANCISCO SHOWPLACE

SQUARE, 350 Rhode Island Street, South Building, Suite

240, San Francisco, California 94103, before me,

JOAN B. MERTEN, Certified Shorthand Reporter authorized

to administer oaths, there personally appeared

TERRY J. LONG,

called as a witness by the Plaintiff, who being by me

first duly sworn, was thereupon examined and testified as

set forth.

Page 2

EXAMINATION INDEX

WITNESS: Terry J. Long

Examination by Krametbauer

Examination by Mr. Silverman

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EXHIBITS

For the Plaintiff

Exhibit 1 One-page document entitled Clark

County Building Department PERMIT,

ISSUE DATE 10/05/93"

Exhibit 2 Three-page document entitled

"AFFIDAVIT OF TERRY J. LONG,"

Bates Nos. AD000150 - AD000152

Exhibit 3 Forty-four-page document entitled

"DEFENDANT 3A COMPOSITES USA INC.,

f/k/a ALUCOBOND TECHNOLOGIES

CORPORATION'S EARLY CASE CONFERENCE

DISCLOSURE STATEMENT"

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Page 4

PAGE

1, 80

74, 83

PAGE

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A P P E A R A N C E S

For the Plaintiff: BRENSKE & ANDREEVSKI

3800 Howard Hughes Parkway

Suite 500

Las Vegas, Nevada 89169

(702) 385-3300

BY: RYAN D. KRAMETBAUER, ESQ.

(Appearing Telephonically)

rkrametbauer@hotmail.com

For the Deponent: AD ART

150 Executive Park Boulevard

San Francisco, California 94134

(415) 869-6456

BY: DANA LONG, Vice President and

General Counsel

dana.long@adart.com

For the Defendant 3A Composites USA Inc., a/k/a Alucobond

Technologies Corporation:

ALVERSON, TAYLOR, MORTENSEN &

SANDERS

7401 West Charleston Boulevard

Las Vegas, Nevada 89117

(702) 385-7000

BY: EDWARD SILVERMAN, ESQ.

(Appearing Telephonically)

esilverman@alversonstaylor.com

For the Defendant Ad Art, Inc.:

RAY LEGG & ASSOCIATES

7450 Arroyo Crossing Parkway

Suite 250

Las Vegas, Nevada 89113

(702) 479-4361

BY: TIMOTHY F. HUNTER, ESQ.

(Appearing Telephonically)

TFHUNTER@travelers.com

Page 3

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(A one-page document entitled Clark County

Building Department PERMIT, ISSUE DATE 10/05/93,"

was marked for identification as Plaintiff's

Exhibit 1.)

(A three-page document entitled "AFFIDAVIT OF

TERRY J. LONG," Bates Nos. AD000150 - AD000152,

was marked for identification as Plaintiff's

Exhibit 2.)

---

TERRY J. LONG,

sworn by the Court Reporter, testified as follows:

EXAMINATION BY MR. KRAMETBAUER

MR. KRAMETBAUER: Q. Mr. Long, my name is Ryan

Krametbauer. I represent the plaintiff, Charles Schueler,

in this case. I'm with the law firm of Brenske &

Andreevski here in Las Vegas, Nevada. Okay?

Can I get you to please state and spell your name

for the record.

A. Terry, T-e-r-r-y, Long, L-o-n-g.

Q. Mr. Long, have you ever had your deposition taken

before?

A. Yes.

Q. When was the last time you had it taken?

A. Maybe four or five years ago.

Q. Okay. I'm just going to go real briefly through

Page 4

PAGE

1, 80

74, 83

PAGE

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89

<p style="text-align: right;">Page 6</p> <p>1 the ground rules of the deposition process.</p> <p>2 The lawyers like to call them the admonitions,</p> <p>3 but essentially it's just a long list of rules that we go</p> <p>4 over at the beginning of the depo. Sometimes depositions</p> <p>5 can turn into conversations between me, you and counsel,</p> <p>6 but it's important to note that we need to not talk over</p> <p>7 one another, and this is so that the court reporter</p> <p>8 doesn't get mad at us and also so we can have a clear</p> <p>9 record.</p> <p>10 Okay?</p> <p>11 A. Okay.</p> <p>12 Q. There's going to be times when either your</p> <p>13 attorney or the attorneys for the other parties that are</p> <p>14 on the line want to lodge an objection to one of my</p> <p>15 questions. Go ahead and let them make their objection and</p> <p>16 then answer my question. Okay? The only time you don't</p> <p>17 have to answer one of my questions is if you are</p> <p>18 specifically instructed by your lawyer not to answer.</p> <p>19 Okay?</p> <p>20 A. Yes.</p> <p>21 Q. You're doing great so far. But what I want to</p> <p>22 make you aware of is because we're over the telephone and</p> <p>23 we've -- we're making a written transcript of everything</p> <p>24 that's being said here by the court reporter, please avoid</p> <p>25 answers like uh-huh and huh-uh because they just don't</p>	<p style="text-align: right;">Page 8</p> <p>1 Q. Excuse me?</p> <p>2 A. Yes.</p> <p>3 Q. At the conclusion of the deposition, you'll be</p> <p>4 given an opportunity to what we call read and sign your</p> <p>5 deposition transcript. At that point in time, you can</p> <p>6 make changes to your testimony. However, I'll advise you</p> <p>7 that if you make substantive changes -- and like in the</p> <p>8 plaintiff's personal injury world we use the example of</p> <p>9 changing, you know, a green light in an auto accident to a</p> <p>10 red light when you're reviewing your deposition</p> <p>11 transcript, that is something substantive that I can use</p> <p>12 to impeach your testimony at the time of trial.</p> <p>13 Do you understand that?</p> <p>14 A. Yes.</p> <p>15 Q. Feel free to take a break at any time, you know,</p> <p>16 whether or not you're going to go to the bathroom, get a</p> <p>17 drink of water, I don't care. It's your deposition. I</p> <p>18 want to make sure you're comfortable. If there's a</p> <p>19 question pending, please answer my question and we can go</p> <p>20 off the record and you can take your time.</p> <p>21 Okay?</p> <p>22 A. Okay.</p> <p>23 Q. Mr. Long, is there -- have you reviewed any</p> <p>24 documents in preparation for your deposition today?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 7</p> <p>1 make a clear record. Okay? So do me a favor and use</p> <p>2 yes-or-no type answers and, of course, elaborate.</p> <p>3 Okay?</p> <p>4 A. Yes.</p> <p>5 Q. What was that?</p> <p>6 A. Yes.</p> <p>7 Q. Thank you.</p> <p>8 Sometimes the phone cuts out, so if you can do me</p> <p>9 a favor and just speak up, I would greatly appreciate</p> <p>10 that.</p> <p>11 A. Okay.</p> <p>12 Q. I want to make sure that you understand my</p> <p>13 questions here today. So if at any time you can't hear me</p> <p>14 because the phone cuts out or you just don't understand my</p> <p>15 question, please ask me to either rephrase or repeat the</p> <p>16 question. Because if you answer one of my questions, I'm</p> <p>17 going to assume that you understood the question; is that</p> <p>18 fair?</p> <p>19 A. Yes.</p> <p>20 Q. Do you understand that you're under oath?</p> <p>21 A. Yes.</p> <p>22 Q. And that that oath carries the same penalties and</p> <p>23 weight of perjury as if you were before a judge and jury.</p> <p>24 Do you understand that?</p> <p>25 A. Okay.</p>	<p style="text-align: right;">Page 9</p> <p>1 Q. Did you review your affidavit prior to today in</p> <p>2 preparation for your deposition?</p> <p>3 A. No.</p> <p>4 Q. Did you review any of the deposition testimony in</p> <p>5 this case?</p> <p>6 A. No.</p> <p>7 Q. Have you reviewed any of the records with regard</p> <p>8 to the MGM sign or the MGM pylon, which is the subject of</p> <p>9 this litigation?</p> <p>10 A. I don't have any records available, no.</p> <p>11 Q. Other than possibly having a conversation with</p> <p>12 your lawyers in this matter or the lawyers for Ad Art,</p> <p>13 Inc., did you talk to anybody else regarding your</p> <p>14 deposition today?</p> <p>15 A. Not really, no. I mean, you know, with Doug.</p> <p>16 Doug and I both know we had depositions today, but no real</p> <p>17 discussion.</p> <p>18 Q. What did you and Doug talk about?</p> <p>19 A. Just the timing of the depositions.</p> <p>20 Q. Okay.</p> <p>21 So you didn't talk to Doug about anything</p> <p>22 substantive about this case, you were just talking to Doug</p> <p>23 about the timing of the depositions?</p> <p>24 A. Correct.</p> <p>25 Q. At any point in time, have you talked to Doug</p>



<p style="text-align: right;">Page 10</p> <p>1 about this case?</p> <p>2 MR. LONG: Without counsel.</p> <p>3 MR. HUNTER: I'm just going to object to the</p> <p>4 extent it calls for attorney-client privileged</p> <p>5 communications.</p> <p>6 THE REPORTER: I'm sorry, who said that?</p> <p>7 MR. HUNTER: Tim Hunter.</p> <p>8 THE REPORTER: Can you identify yourselves when</p> <p>9 you speak, please? Thank you.</p> <p>10 MR. KRAMETBAUER: Q. And Mr. Long, I want to</p> <p>11 make something very clear. I'm not asking you to repeat</p> <p>12 anything that you talked about with your lawyers. I'm</p> <p>13 simply asking you what, if anything, you and Doug ever</p> <p>14 talked about regarding this case.</p> <p>15 MR. HUNTER: I'm going to instruct him not to</p> <p>16 answer -- this is Tim Hunter -- if any of the</p> <p>17 conversations were had with Doug while I was present and</p> <p>18 Dana Long was present.</p> <p>19 MR. KRAMETBAUER: That's fair enough.</p> <p>20 Q. So other than conversations where counsel was</p> <p>21 present, what did you and Doug talk about?</p> <p>22 A. We haven't discussed or talked about this case.</p> <p>23 Q. Anybody else that you talked to about this case</p> <p>24 other than Doug?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 12</p> <p>1 MR. LONG: Hang on. I'm going to object for a</p> <p>2 second.</p> <p>3 Can you read back his first answer to that</p> <p>4 question. He said it right the first time, but it got</p> <p>5 messed up in the translation.</p> <p>6 (The record was read by the reporter as follows:</p> <p>7 "Question: What was the name of that company?</p> <p>8 "Answer: Basically Ad Art Electronic Sign</p> <p>9 Corporation. When it was a division of the public</p> <p>10 company.")</p> <p>11 MR. LONG: Thank you.</p> <p>12 MR. KRAMETBAUER: Q. Okay. So let's just back</p> <p>13 on.</p> <p>14 So you're currently the CEO of Ad Art, Inc.; is</p> <p>15 that correct?</p> <p>16 A. Yes.</p> <p>17 Q. And you have ownership in that company; is that</p> <p>18 correct?</p> <p>19 A. Ownership in Ad Art, Inc., yes.</p> <p>20 Q. The company that you're referring to as Ad Art,</p> <p>21 Inc. that you're CEO of and have ownership in, when was</p> <p>22 that company created?</p> <p>23 A. April 1st, 2003.</p> <p>24 Q. And then before you became the CEO of Ad Art,</p> <p>25 Inc., you worked at a company called Arrow Sign Company,</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. Mr. Long, what is your current job?</p> <p>2 A. Currently with Ad Art, Inc.</p> <p>3 Q. Yes. What's your job with Ad Art, Inc.?</p> <p>4 A. The CEO.</p> <p>5 Q. And before becoming the CEO of Ad Art, Inc., what</p> <p>6 were you doing?</p> <p>7 A. You mean the job preceding Ad Art, Inc.?</p> <p>8 Q. Yeah.</p> <p>9 A. I was with Arrow Sign Company.</p> <p>10 Q. And what were you doing for Arrow Sign Company?</p> <p>11 A. Running their sales.</p> <p>12 Q. Did you have an ownership interest in Arrow Sign</p> <p>13 Company?</p> <p>14 A. No.</p> <p>15 Q. And before Arrow Sign Company, who were you</p> <p>16 working for or working as?</p> <p>17 A. Would have been the old Ad Art.</p> <p>18 Q. What was the name of that company?</p> <p>19 A. Basically Ad Art Electronic Sign Corporation.</p> <p>20 When it was a division of the public company.</p> <p>21 Q. Ad Art Electric Sign Corporation, is that the</p> <p>22 name of the company?</p> <p>23 A. Yes.</p> <p>24 Q. And what was your position with Ad Art Electric</p> <p>25 Sign Company?</p>	<p style="text-align: right;">Page 13</p> <p>1 correct?</p> <p>2 A. Yes.</p> <p>3 Q. And you were running sales for Arrow Sign</p> <p>4 Company?</p> <p>5 A. Yes.</p> <p>6 Q. How long were you working at Arrow Sign Company?</p> <p>7 A. Roughly two years. A little less than two years.</p> <p>8 Q. So from 2001 to 2003?</p> <p>9 A. Yes. Yeah, maybe from -- maybe April or May -- I</p> <p>10 think May of 2001 to March or February, March 2003. It's</p> <p>11 a little less than two years.</p> <p>12 Q. And it's my understanding from your testimony was</p> <p>13 that you were just running sales for Arrow Sign Company,</p> <p>14 you didn't have an ownership interest, correct?</p> <p>15 A. Yes, correct.</p> <p>16 Q. And then prior to your position in running sales</p> <p>17 for the Arrow Sign Company, you had a job with what you</p> <p>18 refer to as the old Ad Art?</p> <p>19 A. Old Ad Art, yes.</p> <p>20 Q. Which you're referring to Ad Art Electric Sign</p> <p>21 Company; is that correct?</p> <p>22 MR. LONG: Objection. Mischaracterizes his</p> <p>23 testimony.</p> <p>24 MR. KRAMETBAUER: Q. Feel free to correct me if</p> <p>25 I'm wrong.</p>

Page 14

1 MR. LONG: Ad Art Electronic Sign Corporation. I  
2 had her read the answer back.  
3 MR. KRAMETBAUER: What did I say?  
4 MR. LONG: You said "Ad Art Electric Sign  
5 Company."  
6 MR. KRAMETBAUER: Okay. I apologize.  
7 Ad Art Electric Sign Company.  
8 MR. LONG: No.  
9 MR. KRAMETBAUER: Incorporated.  
10 MR. LONG: No. Try again.  
11 MR. KRAMETBAUER: Ad Art Electric Sign  
12 Corporation.  
13 MR. LONG: Behh. Ad Art Electronic Sign  
14 Corporation was the original answer to the question.  
15 MR. KRAMETBAUER: All right. Let's go off the  
16 record real quick here.  
17 MR. LONG: Are you off the record?  
18 THE REPORTER: Yes.  
19 MR. LONG: All right. We're off.  
20 (Discussion off the record.)  
21 MR. KRAMETBAUER: All right. Let's go on.  
22 Q. So Mr. Long, the company that you worked for  
23 prior to running sales at Arrow Sign Company was Ad Art  
24 Electronic Sign Corporation; is that correct?  
25 A. Yes. The company I worked for had several names,

Page 15

1 but one of them was Ad Art Electronic Sign Corporation.  
2 Q. What were the other names of Ad Art Electronic  
3 Sign Corporation?  
4 A. The old company had many names for the years I  
5 worked there and I don't remember them all, frankly.  
6 Q. Do you remember any of them?  
7 A. Basically Ad Art. You know, I was in sales with  
8 the company, so not on the naming side.  
9 Q. What were the other names it was referred to as?  
10 A. It was primarily referred to as Ad Art.  
11 Q. Anything else?  
12 A. You know, it had various legal names throughout  
13 the years, and I don't remember all of the names.  
14 Q. Do you remember any of the names?  
15 A. No, not sufficiently to state them and be certain  
16 that I'm stating them correctly.  
17 Q. Okay.  
18 When you worked for Ad Art Electronic Sign  
19 Corporation, did you own a part of that company?  
20 MR. LONG: Objection. Vague as to time.  
21 THE WITNESS: Yes. Give me the years you're  
22 talking about.  
23 MR. KRAMETBAUER: Q. How long were you with Ad  
24 Art Electric Sign Corporation.  
25 A. I was with Ad Art from 1968 to 1970. And then

Page 16

1 from 1976 until December of 2000.  
2 Q. Okay.  
3 So back in 1968 to 1970, did you own any interest  
4 in Ad Art Electric -- excuse me, Ad Art Electronic Sign  
5 Corporation?  
6 A. The name wasn't that back then, but let's just  
7 call it Ad Art the old company. And no, I didn't own  
8 anything from 1968 to 1970.  
9 Q. I can't refer to it as that because I've been  
10 corrected by your lawyer multiple times. So I want to  
11 make sure we're very clear that we're talking about the  
12 right corporation. Okay?  
13 So back in 1968 to 1970, what was the company  
14 that you were working for that you're referring to as  
15 Ad Art?  
16 A. The company that I worked for was Ad Art, and I  
17 don't know the -- I don't know the legal name of the  
18 company then, but the company's name that I worked for was  
19 Ad Art.  
20 Q. Did you have any ownership interest in that  
21 company in 1968 to 1970?  
22 A. No.  
23 Q. Who owned that company back then?  
24 A. There were three owners.  
25 Q. What are their names?

Page 17

1 A. Lou Papais, John Papais and Dan O'Leary.  
2 Q. And then from 1970 to 1976, what were you doing?  
3 A. I was in the sign business from 1970 to 1976.  
4 Q. And who were you working for during that time?  
5 A. Coast Signs and QRS Signs.  
6 Q. QRS Signs?  
7 A. Yes, QRS Signs.  
8 Q. You worked for two companies, Coast Signs and QRS  
9 Signs?  
10 A. Yes.  
11 Q. Did you work for both those companies at the same  
12 time, or was it one for a couple of years and then the  
13 other one for a couple of years?  
14 A. Coast Signs from '70 to '72, and then QRS from  
15 '72 to '76.  
16 Q. I just want to back up a little bit.  
17 When you worked for the company that you referred  
18 to as Ad Art from 1968 to 1970 and that company was owned  
19 by Lou Papais, John Papais and Dan O'Leary, what was your  
20 job from 1968 to 1970?  
21 A. I was in sales in the San Jose office.  
22 Q. And then you moved from working at Ad Art in 1970  
23 to start working at Coast Signs from 1970 to 1972; is that  
24 correct?  
25 A. Yes, '70 to '76, really.

Page 18

1 Q. Well, I thought you worked at Coast Signs from  
2 '70 to '72 and QRS Signs from '72 to '76.  
3 A. In 1970 I was the prime purchaser -- the prime  
4 person who bought Coast Signs. And in '72 bought QRS. So  
5 from '70 to '76 it was Coast QRS.  
6 Q. Okay.  
7 What did you do for Coast Signs?  
8 A. Sales. And ran the company.  
9 Q. Okay.  
10 What does that entail?  
11 A. I'm sorry?  
12 Q. What does that entail? As part of your job  
13 description, what were you doing from day to day?  
14 A. Managing the business and selling.  
15 Q. And where was Coast Signs located?  
16 A. Redwood City, California.  
17 Q. And then did you leave Coast Signs to work with  
18 QRS or did they merge?  
19 A. We bought QRS in 1972. QRS of San Francisco in  
20 1972, we bought that, and changed our name to Coast QRS.  
21 Q. Did you own Coast Signs or were you a part owner  
22 in Coast Signs?  
23 A. Yes, I owned Coast Signs.  
24 Q. Were you the sole owner?  
25 A. No, I had one partner.

Page 19

1 Q. What was your partner's name?  
2 A. Tom Cooper.  
3 Q. Is Mr. Cooper still alive?  
4 A. No.  
5 Q. And then Coast Signs bought QRS Signs to then  
6 become Coast QRS; is that correct?  
7 A. Yes.  
8 Q. And did you own Coast QRS?  
9 A. I was a partner -- primary partner in Coast QRS.  
10 Q. Who was your other partner?  
11 A. Floyd Troyer.  
12 Q. Can you spell Lloyd's last name for me?  
13 A. T-r-o-y-e-r.  
14 Q. Is Floyd Troyer still alive?  
15 A. No.  
16 Q. So after 1976, what did you do?  
17 A. I went back to work for Ad Art and closed down  
18 Coast QRS.  
19 Q. So you closed Coast QRS in 1976?  
20 A. Yes.  
21 Q. Did you file bankruptcy? Did you just liquidate  
22 it? What happened?  
23 A. Essentially liquidated it. I guess that would be  
24 the proper answer. No, we did not file bankruptcy.  
25 Q. How many employees did you have at Coast QRS when

Page 20

1 you ceased operations in 1976?  
2 A. Perhaps 30.  
3 Q. Why did you close the business?  
4 A. We -- in 1972 -- in '73 and '74 when essentially  
5 the economic crisis hit this area, the accounts we had  
6 stopped expanding, so we stopped making money and decided  
7 to close the business.  
8 Q. Did anybody purchase Coast QRS --  
9 A. No.  
10 Q. -- or did it just dissolve?  
11 A. Dissolved.  
12 Q. Did you sell any of your equipment?  
13 A. Yes.  
14 Q. Who was the equipment sold to?  
15 A. I don't recall.  
16 Q. How about your clients, where did your clients  
17 go?  
18 A. I would think that -- well, most of the clients  
19 at that time had stopped expanding, so I don't know where  
20 they went.  
21 Q. All right.  
22 Let ask you this: When you stopped operations  
23 for Coast QRS in 1976, did those clients then become  
24 clients of Ad Art?  
25 A. Some may have, but, you know, not any kind of

Page 21

1 primary account.  
2 Q. Can you give me an estimate of how many accounts  
3 went from Coast QRS when it closed to Ad Art?  
4 A. Not really. I don't recall.  
5 Q. So when you closed Coast QRS in '76, your next  
6 job was with Ad Art; is that correct?  
7 A. Yes. Yes.  
8 Q. And do you know the legal name of Ad Art in 1976?  
9 A. To me again, Ad Art. But I don't. I don't  
10 recall the legal name. But it was Ad Art, old Ad Art.  
11 Q. And when they hired you, what was your position  
12 in 1976?  
13 A. Sales in the Emeryville office.  
14 Q. In the Emeryville office?  
15 A. Yes.  
16 Q. And then after you were in charge of sales in the  
17 Emeryville office, what did you do?  
18 A. Meaning -- I mean, I basically was in sales in  
19 the Emeryville office and worked account work.  
20 Q. I mean, let's do this: So from 1976 onward, what  
21 were your jobs at Ad Art?  
22 A. I was in sales at Ad Art from 1976 to 1980. And  
23 then in 1980 I went to Saudi Arabia to work a project in  
24 Saudi Arabia at the airport in Riyadh for Ad Art. And  
25 then came back and worked in sales for Ad Art, and then

Page 22

1 actually went to Saudi Arabia and lived in Saudi Arabia  
 2 for a couple of years, '84 to '85.  
 3 Q. So you from 1976 to 1980 you worked in sales for  
 4 Ad Art in the Emeryville office; is that correct?  
 5 A. Yes.  
 6 Q. And then in 1980 you went to Saudi Arabia for an  
 7 Ad Art project?  
 8 A. Yes. In 1976 the Emeryville office, and they  
 9 also bought Federal Signs and moved the Emeryville office  
 10 to the Oakland office, so it was Emeryville/Oakland, so...  
 11 Q. I appreciate the clarification.  
 12 How long were you in Saudi Arabia building the  
 13 project on behalf of Ad Art?  
 14 A. How long did I live there or how long did I --  
 15 Q. Yeah. So you said you went to Saudi Arabia  
 16 specifically for a project for Ad Art. What was that  
 17 again?  
 18 A. I went to Saudi Arabia for the project in Saudi  
 19 Arabia for Ad Art. It was the airport in Riyadh, Saudi  
 20 Arabia.  
 21 Q. Airport in Riyadh. Got it. I apologize.  
 22 And how long did it take Ad Art to conduct the  
 23 project in Saudi Arabia in Riyadh?  
 24 A. 1980 to 1986.  
 25 Q. So it was a six-year project?

Page 23

1 A. Essentially, yes.  
 2 Q. So it sounded to me -- I'm not trying to trick  
 3 you or nothing. I'm really trying to get a timeline here.  
 4 So from 1980, did you ever -- to 1986, did you  
 5 ever come back to the states and work for Ad Art in the  
 6 states for a period of time, or were you solely in Saudi  
 7 Arabia from 1980 to 1986?  
 8 A. From '80 to '84 I went back and forth. From '84  
 9 to '86 I was in Saudi Arabia.  
 10 Q. Okay. Thank you.  
 11 And then what did you do after 1986?  
 12 A. Came back to the office in Oakland for Ad Art.  
 13 Q. And what was your job then, still in sales?  
 14 A. Yes.  
 15 Q. And how long did you stay in -- from 1986 onward,  
 16 how long did you stay in sales in Oakland?  
 17 A. From '86 -- stayed in sales from '86 until 2000.  
 18 Q. Did you ever acquire ownership in Ad Art from '86  
 19 to 2000?  
 20 A. Yes.  
 21 Q. When?  
 22 A. In '86.  
 23 Q. So in -- did you ever acquire ownership prior to  
 24 '86?  
 25 A. No.

Page 24

1 Q. So in 1986 you acquired ownership in Ad Art; is  
 2 that correct?  
 3 A. Yes. Old Ad Art, yes.  
 4 Q. What was your ownership interest in 1986?  
 5 A. What do you mean "interest"?  
 6 Q. How much of the company did you own, if you know?  
 7 A. 20%.  
 8 Q. Did that number ever increase as the years went  
 9 on to 2000?  
 10 A. No.  
 11 Q. So up until 2000, you still owned 20% of Ad Art?  
 12 A. Well, no. Actually, Ad Art sold in '98, roughly  
 13 '98.  
 14 Q. Okay.  
 15 So in 1998, roughly, who was Ad Art sold to?  
 16 A. In '98 it was sold to a public corporation named  
 17 La-Man.  
 18 Q. And did you have any ownership interest in La-Man  
 19 after the sale?  
 20 A. I had shares, some shares of stock, yes.  
 21 Q. How much? How many shares of stock in La-Man did  
 22 you own?  
 23 A. I don't recall.  
 24 Q. Were there any shares -- was Ad Art its own  
 25 corporation with public shares or was it only La-Man?

Page 25

1 A. Was Ad Art sold --  
 2 Q. Let me ask you this: Did you own shares of  
 3 La-Man and, at the same time, still have an interest in  
 4 Ad Art?  
 5 A. No, La-Man bought Ad Art.  
 6 Q. Okay.  
 7 In roughly 1998?  
 8 A. Yes.  
 9 Q. And after the sale, you owned shares of La-Man;  
 10 is that correct?  
 11 A. Correct.  
 12 Q. You don't recall how many?  
 13 A. I don't recall how many.  
 14 Q. Do you know where you'd be able to find that  
 15 information?  
 16 A. I mean, I might have that information somewhere,  
 17 but I don't -- you know, in the end it was worthless, so  
 18 no, I don't know what happened to those shares.  
 19 Q. So how long did La-Man own Ad Art?  
 20 A. La-Man became Display Technologies, changed its  
 21 name to Display Technologies.  
 22 Q. So La-Man wasn't sold to Display Technologies, it  
 23 became -- it changed its name to Display Technologies?  
 24 A. Changed its name to Display Technologies. And  
 25 Display Technologies owned Ad Art until it dissolved.

Page 26

1 Q. Is it fair to say that when La-Man purchased  
2 Ad Art, La-Man was the parent corporation of Ad Art or did  
3 Ad Art become La-Man because it purchased it?  
4 A. La-Man was a parent corporation of Ad Art.  
5 La-Man was a public company that owned --  
6 Q. Okay.  
7 And then when did La-Man change its name to  
8 Display Technologies?  
9 A. Maybe '78, '79 -- I mean, '88, '89, somewhere in  
10 there.  
11 Q. Did you have a hand in the name change?  
12 A. No. Not me personally, no.  
13 Q. Whose decision was it to make the name change?  
14 A. It was the chairman of La-Man, and some of the  
15 board of directors of La-Man that made the name change.  
16 Q. In 1998 when La-Man purchased Ad Art, Ad Art  
17 still operated under the name of Ad Art; is that correct?  
18 A. Correct.  
19 Q. Now, I just want to back up here. And I  
20 apologize, but that's just the way my mind works.  
21 But back in 1986, you had acquired 20% ownership  
22 interest in Ad Art; is that correct?  
23 A. Yes.  
24 Q. Who else -- or who were your partners at that  
25 time?

Page 27

1 A. Lou Papais, John Papais and Dan O'Leary.  
2 Q. And when La-Man purchased Ad Art, where did Lou  
3 Papais, John Papais and Dan O'Leary go? Did they go along  
4 with it?  
5 MR. LONG: Objection. Vague.  
6 MR. KRAMETBAUER: Q. Go ahead and answer.  
7 A. Dan O'Leary retired. John Papais had passed  
8 away. And Lou Papais stayed on as a consultant and on the  
9 board of directors.  
10 Q. Stayed on the board of directors of Ad Art or on  
11 the board of directors of La-Man?  
12 A. Let me restate that. Actually, I think he was on  
13 the board of directors. On the board of directors of  
14 La-Man.  
15 Q. Okay.  
16 So when Ad Art was sold in 1998 to La-Man, Lou  
17 stayed on and was a consultant and on the board of  
18 directors of La-Man, John had passed away and Dan O'Leary  
19 retired, correct?  
20 A. Yes.  
21 Q. What was your position?  
22 A. In Ad Art?  
23 Q. Yeah. In 1998 when La-Man purchased Ad Art, what  
24 became your position after the sale?  
25 A. I was president before and after the sale.

Page 28

1 Q. You were president of Ad Art before the sale, and  
2 you were president of Ad Art after the sale and you also  
3 owned shares of stock in La-Man, the parent corporation,  
4 is that correct?  
5 A. Yes.  
6 Q. Do you know if Dan O'Leary, even though he  
7 retired, owned shares of stock in La-Man?  
8 A. He did not.  
9 Q. And Lou being on the board of directors, do you  
10 know if he owned any shares of stock in La-Man?  
11 A. Yes, he did.  
12 Q. Do you know how many shares?  
13 A. No.  
14 Q. Then in about 1998, 1999 La-Man makes the  
15 decision to change its name to Display Technologies; is  
16 that correct?  
17 A. Yes.  
18 Q. And Ad Art is still operating as a subsidiary of  
19 that corporation; is that correct?  
20 A. Yes. Ad Art was owned by that corporation.  
21 Q. And you were still president of Ad Art even  
22 though La-Man had changed its name to Display  
23 Technologies, correct?  
24 A. Yes.  
25 Q. What happened after 1999 -- or, excuse me, 1998

Page 29

1 or 1999 when the name change was made? Take me forward  
2 now. What was your job at Ad Art?  
3 A. President.  
4 Q. After the name change to Display Technologies,  
5 you're still president of Ad Art? Do you ever have  
6 another position at Ad Art other than president?  
7 A. In 1998, 1999, no other position, no.  
8 Q. Going forward to 2000.  
9 A. I was president in 2000 until August or  
10 September.  
11 Q. Of 2000?  
12 A. Yes.  
13 Q. Okay.  
14 And during the time that Display Technologies was  
15 the parent corporation of Ad Art where you were president,  
16 did your -- did the number of shares that you owned in  
17 Display Technologies increase during that time?  
18 A. No.  
19 Q. If you know, who were the main owners of Display  
20 Technologies?  
21 MR. LONG: Objection. Lacks foundation.  
22 THE WITNESS: I don't recall. It was a public  
23 corporation.  
24 MR. KRAMETBAUER: Q. Do you know who owned a  
25 majority of the stock?



<p style="text-align: right;">Page 30</p> <p>1 A. I don't.</p> <p>2 Q. Were you ever on the board of directors for</p> <p>3 Display Technologies?</p> <p>4 A. Yes.</p> <p>5 Q. When did you become a member of the board of</p> <p>6 directors for Display Technologies?</p> <p>7 A. In '98.</p> <p>8 Q. So when it was first purchased -- when La-Man</p> <p>9 first purchased Ad Art, you were on La-Man's board of</p> <p>10 directors, and then when they changed their name, you were</p> <p>11 also a member on the board of directors for Display</p> <p>12 Technologies; is that correct?</p> <p>13 A. Yes.</p> <p>14 Q. And you sat on the board of directors of Display</p> <p>15 Technologies until the year 2000?</p> <p>16 A. Until, I would say, about August or September of</p> <p>17 2000, yes.</p> <p>18 Q. What happened in August or September of 2000?</p> <p>19 A. I was removed as president of Ad Art.</p> <p>20 Q. Why?</p> <p>21 MR. LONG: Objection. Lacks foundation. Calls</p> <p>22 for speculation.</p> <p>23 MR. KRAMETBAUER: Q. You can answer.</p> <p>24 A. Most likely because Display Technologies stock</p> <p>25 was not doing well.</p>	<p style="text-align: right;">Page 32</p> <p>1 at Arrow Sign Company?</p> <p>2 A. No. No employment, no.</p> <p>3 Q. Okay.</p> <p>4 Who owned Arrow Sign Company?</p> <p>5 A. Chuck Stern.</p> <p>6 Q. Anybody else?</p> <p>7 A. At the time his brother still owned a piece of</p> <p>8 it, but wasn't there.</p> <p>9 Q. And you worked in sales or running sales for</p> <p>10 Arrow Sign Company until 2003. And then what happened?</p> <p>11 A. I had worked there for the couple of years</p> <p>12 because Chuck had promised to sell the company. And when</p> <p>13 he didn't, ultimately I left.</p> <p>14 Q. So when you left Arrow Sign Company, what did you</p> <p>15 do?</p> <p>16 A. Looked for -- looked to buy sign companies.</p> <p>17 Q. Did you end up buying a sign company?</p> <p>18 A. No.</p> <p>19 Q. What did you do?</p> <p>20 A. Ultimately started Ad Art. New Ad Art.</p> <p>21 Q. Who did you start Ad Art or new Ad Art,</p> <p>22 quote-unquote, with?</p> <p>23 A. Say it again.</p> <p>24 Q. Who did you start the new Ad Art with? Was it</p> <p>25 just you?</p>
<p style="text-align: right;">Page 31</p> <p>1 Q. Now, were you also removed from the board of</p> <p>2 directors of Display Technologies?</p> <p>3 A. Yes.</p> <p>4 Q. At that same time?</p> <p>5 A. Yes.</p> <p>6 Q. And then what happened?</p> <p>7 MR. LONG: Objection. Vague.</p> <p>8 MR. HUNTER: Objection. Vague and ambiguous.</p> <p>9 MR. KRAMETBAUER: Q. What happened after you</p> <p>10 were removed as president of Ad Art and lost your</p> <p>11 membership on the board of directors for Display</p> <p>12 Technology?</p> <p>13 MR. LONG: Same objection.</p> <p>14 THE WITNESS: I was dismissed, let go in December</p> <p>15 of 2000.</p> <p>16 MR. KRAMETBAUER: Q. And where did you go work</p> <p>17 after that or at that time?</p> <p>18 A. From that time until about May of the following</p> <p>19 year I was not employed.</p> <p>20 Q. So from December 2000 to May of 2001 you were</p> <p>21 unemployed.</p> <p>22 And then it looks like you took a job at Arrow</p> <p>23 Sign Company running sales; is that correct?</p> <p>24 A. Correct.</p> <p>25 Q. Anything in between being unemployed and your job</p>	<p style="text-align: right;">Page 33</p> <p>1 A. It was myself and Jeremy Anderson.</p> <p>2 Q. Had Jeremy worked with you at the, quote, old Ad</p> <p>3 Art?</p> <p>4 A. He had worked not with me -- well, he had worked</p> <p>5 at the old Ad Art.</p> <p>6 Q. Do you know what he did?</p> <p>7 A. He was in some type of project management.</p> <p>8 Q. Anybody else other than you and Jeremy create</p> <p>9 the, quote, new Ad Art?</p> <p>10 A. Bob Kierejczyk.</p> <p>11 Q. It's my understanding that Bob Kierejczyk also</p> <p>12 worked at the, quote, old Ad Art; is that correct?</p> <p>13 A. Yes.</p> <p>14 Q. Anybody else start at the new, quote, Ad Art with</p> <p>15 you?</p> <p>16 A. Starting it -- so we started in April of 2003.</p> <p>17 Are you saying right at the start-up, at the beginning?</p> <p>18 Q. Or shortly thereafter.</p> <p>19 A. I mean, shortly thereafter Bob joined and Joy</p> <p>20 Turnipseed joined.</p> <p>21 Q. What about Duane Contento?</p> <p>22 A. Specifically what about Duane?</p> <p>23 Q. When did Duane join Ad Art?</p> <p>24 A. I think about a year later. Maybe nine months to</p> <p>25 a year later.</p>

Page 34

1 Q. Had someone also worked at the, quote, old Ad  
2 Art?  
3 A. Yes.  
4 Q. What about Doug Head?  
5 A. He joined a year, year and a half later.  
6 Q. And Doug had also worked at the, quote, old Ad  
7 Art?  
8 A. Yes.  
9 Q. What about Jack Dubois?  
10 A. Jack Dubois -- you mean when did he join the new  
11 Ad Art, is that what you're asking?  
12 Q. Yeah.  
13 A. I don't remember exactly when Jack joined us, but  
14 sometime after -- I don't remember when.  
15 Q. Jack had also worked at the, quote, old Ad Art?  
16 A. Yes.  
17 Q. Now, I'm looking --  
18 Madam Court Reporter, have we received the  
19 exhibits yet?  
20 THE REPORTER: No. You want me to go look?  
21 MR. KRAMETBAUER: No, don't worry about it.  
22 Q. Mr. Long, do you remember authoring an affidavit  
23 on or about November 18th of 2015?  
24 A. Yes.  
25 Q. And I believe you have a copy of that handy; is

Page 35

1 that correct? It's been previously marked as Plaintiff's  
2 Exhibit 2.  
3 Do you see that?  
4 A. Yes.  
5 Q. Now, we've gone through this just by virtue of  
6 going through your work history. It states that "Ad Art  
7 Electronic Sign Corporation" -- this is paragraph 3 of  
8 your document so you can follow along.  
9 Do you see that?  
10 A. Yes.  
11 Q. -- "was involved in the original design and  
12 construction of the MGM pylon in or about 1993 or 1994."  
13 Do you see that?  
14 A. Yes.  
15 Q. And you were working for Ad Art Electronic Sign  
16 Corporation at the time; is that correct?  
17 A. Definitely was working for Ad Art at the time,  
18 yes, Ad Art.  
19 Q. So it appears to me -- I mean, it appears from  
20 your affidavit that the legal name of the company at that  
21 time was Ad Art Electronic Sign Corporation; is that  
22 correct?  
23 MR. LONG: Objection. Mischaracterizes the  
24 document. The document speaks for itself.  
25 MR. KRAMETBAUER: Q. You can answer.

Page 36

1 A. It was definitely Ad Art. Definitely Ad Art.  
2 Q. Are you testifying that you don't know the legal  
3 name of the company at the time around 1993, 1994, or are  
4 you testifying that the company's name was Ad Art?  
5 A. I'm testifying that while Ad Art Electronic Sign  
6 Corporation was a name that was used, basically it was Ad  
7 Art. And so, you know, it probably was at that time a  
8 proper name.  
9 Q. And you're referring to Ad Art Electronic Sign  
10 Corporation?  
11 A. Yes.  
12 Q. Now, during this time, 1993 to 1994, correct me  
13 if I am wrong, you were working in sales in Oakland?  
14 A. I was based in Oakland. I was president of the  
15 company. I was working in sales in all of the divisions.  
16 Q. When did you become president of the company?  
17 A. 1986.  
18 Q. So at the time that Ad Art was involved in the  
19 original design and construction of the MGM pylon in or  
20 about 1993 to 1994, you were president of that company; is  
21 that correct?  
22 A. Yes.  
23 Q. What, if anything, do you recall about the design  
24 and construction of the MGM pylon in or about 1993 or  
25 1994?

Page 37

1 MR. LONG: Objection.  
2 MR. HUNTER: Objection. Vague and ambiguous and  
3 overbroad.  
4 MR. LONG: Go ahead and answer.  
5 THE WITNESS: Please ask the question again.  
6 MR. KRAMETBAUER: Madam Court Reporter, can you  
7 read that back for me?  
8 (The record was read by the reporter as follows:  
9 "Question: What, if anything, do you recall  
10 about the design and construction of the MGM pylon in  
11 or about 1993 or 1994?")  
12 THE WITNESS: I mean, I recall the development  
13 and the design of the MGM sign with the company that owned  
14 it with MGM.  
15 MR. KRAMETBAUER: Q. What company was that?  
16 A. It was Kerkorian.  
17 Q. Did you deal directly with MGM?  
18 A. I dealt directly with Fred Benninger, who  
19 represented MGM; and Kerkorian, who owned it.  
20 MR. LONG: Let me stop right there. Hang on,  
21 Ryan. Your exhibits are here. You want me to hand them  
22 to the court reporter?  
23 MR. KRAMETBAUER: That's fine. We'll do that  
24 later.  
25 Q. You dealt with Fred Benninger. Can you spell his



Page 38

1 last name?  
2 A. B-e-n-i-n-n-g-e-r [sic].  
3 THE REPORTER: I'm sorry, can you repeat that?  
4 THE WITNESS: B-e-n-i-n-n-g-e-r [sic].  
5 MR. KRAMETBAUER: Q. Now, Fred, do you have  
6 knowledge if he was working at MGM?  
7 A. I'm sorry?  
8 Q. Was he working for MGM or on behalf of MGM?  
9 A. On behalf of MGM, yes.  
10 Q. Do you know if Fred is still alive?  
11 A. He is not alive.  
12 Q. Do you know when Fred passed away?  
13 A. No.  
14 Q. Had you and Fred worked together on other  
15 projects?  
16 A. No.  
17 Q. I mean, this happened some time ago, and it's odd  
18 to me that you remember dealing with Fred Benninger. How  
19 do you know him?  
20 A. He was the person designated to manage the design  
21 of the sign and communicate with Ad Art and with the  
22 owner.  
23 Q. Now, did you deal directly with Kirk Kerkorian or  
24 just Fred?  
25 A. Just Fred.

Page 39

1 Q. Who else would Fred talk to at Ad Art besides  
2 yourself?  
3 A. As I recall, primarily just myself.  
4 Q. Were you the lead guy on the MGM project?  
5 MR. LONG: Objection. Vague.  
6 THE WITNESS: When you say "lead"...  
7 MR. KRAMETBAUER: Q. Yeah. Would you classify  
8 yourself as the lead person on behalf of Ad Art that was  
9 handling the MGM pylon sign construction and installation?  
10 MR. LONG: Same objection.  
11 THE WITNESS: I was president of the company and  
12 with Fred put together the contract, the design contract.  
13 MR. KRAMETBAUER: Q. Do you have a copy of that  
14 contract today?  
15 A. No.  
16 Q. Where would a copy of that contract be?  
17 MR. LONG: Lacks foundation. Calls for  
18 speculation.  
19 THE WITNESS: All of the records -- I have no  
20 records from Ad Art. The old Ad Art. Old Ad Art.  
21 MR. KRAMETBAUER: Q. Where would the records  
22 from the old Ad Art be?  
23 A. They would have been in Stockton, at the old Ad  
24 Art office in Stockton.  
25 Q. Ad Art still has an office in Stockton, correct?

Page 40

1 A. Old Ad Art, no. New Ad Art?  
2 Q. No, new Ad Art?  
3 A. New Ad Art has an office in Stockton, yes.  
4 Q. Is it the same office?  
5 A. No.  
6 Q. Is it near the old office?  
7 A. Yes.  
8 Q. How close is it?  
9 A. Maybe a couple hundred feet.  
10 Q. So it's right next door?  
11 A. Essentially.  
12 Q. What happened with all those old records?  
13 A. You know, I left -- I was let go in December of  
14 2006, and essentially what happened after that was a  
15 liquidation. So I don't know what happened to all of the  
16 records.  
17 Q. So according to your affidavit, there was a  
18 liquidation of the Ad Art Electric Sign Corporation.  
19 assets. And it looks like NASCO Electric Sign Co., LLC  
20 purchased the name Ad Art, the telephone number and the  
21 Web address; is that your understanding?  
22 A. Yes.  
23 Q. What else --  
24 MR. LONG: Ryan, can we take a break here?  
25 MR. KRAMETBAUER: Sure.

Page 41

1 MR. LONG: It's been an hour.  
2 MR. KRAMETBAUER: Let me just get my last  
3 question out.  
4 MR. LONG: Fine.  
5 MR. KRAMETBAUER: Q. What else was purchased in  
6 that transaction, to your knowledge?  
7 MR. LONG: Object. Objection. Vague.  
8 THE WITNESS: When you say "purchased"...  
9 MR. KRAMETBAUER: Q. Yeah, what else was  
10 purchased in that liquidation by NASCO?  
11 A. I don't know.  
12 Q. Do you know if anybody purchased Ad Art ESC's  
13 equipment?  
14 A. It was liquidated, but I don't know -- I have no  
15 knowledge of how or to whom -- where that equipment went,  
16 no, I don't know.  
17 MR. KRAMETBAUER: Okay. We'll go ahead and take  
18 a quick break.  
19 MR. LONG: Off the record.  
20 (A recess was taken from 3:13 p.m. to 3:25 p.m.)  
21 MR. KRAMETBAUER: Back on the record.  
22 Q. So Mr. Long, do you have any knowledge as to the  
23 whereabouts of the records kept at the Stockton facility  
24 of Ad Art after the sale to NASCO?  
25 A. No.

Page 42

1 Q. Because it's my understanding that records of the  
2 MGM pylon sign would have been housed in Stockton; is that  
3 correct?  
4 MR. LONG: Calls for speculation. Lacks  
5 foundation.  
6 THE WITNESS: Records of the MGM -- say that  
7 again, please.  
8 MR. KRAMETBAUER: Q. Records regarding the  
9 construction and design of the MGM pylon from 1993 or  
10 1994, those would have been kept at the Stockton office of  
11 Ad Art ESC?  
12 A. Yes. It would have been kept at the Stockton  
13 office of Ad Art, yes.  
14 Q. And then at some point in time Ad Art ESC -- the  
15 name was purchased by NASCO; is that correct?  
16 A. NASCO purchased the Ad Art name during the  
17 liquidation.  
18 Q. Let me ask you this: Do you know who owned the  
19 building in Stockton where those records would have been  
20 kept prior to the sale to NASCO?  
21 A. I believe -- you know, I'm not sure who did at  
22 the time.  
23 Q. Did Display Technologies or Ad Art own the  
24 building in Stockton?  
25 A. If Ad Art owned the building at the time, it was

Page 43

1 sold to Display Technologies or La-Man -- it became  
2 Display Technologies, then they would have owned it. But  
3 I don't know --  
4 Q. Okay. I apologize, I didn't mean to interrupt  
5 you. You said no --  
6 A. I don't recall at the time who owned the property  
7 for sure.  
8 Q. Because NASCO is now in that building that Ad Art  
9 or Display Technologies used to be; is that correct?  
10 A. No.  
11 Q. That's not correct?  
12 A. Yes, that's not correct.  
13 Q. I thought that NASCO and Ad Art had buildings  
14 right next door to one another.  
15 A. Next door, yes.  
16 Q. Okay.  
17 A. But not -- separate properties.  
18 Q. Right.  
19 The old Ad Art, their office or their building in  
20 Stockton is not the building that NASCO is in now?  
21 A. Correct. The old Ad Art building in Stockton is  
22 not the building that NASCO is in.  
23 Q. What is the address of the old Ad Art building?  
24 A. 3133 North Ad Art Road. I'm doing that off the  
25 top of my head.

Page 44

1 Q. And what is the building that Ad Art is in now in  
2 Stockton?  
3 A. I don't have the number, but it's on Ad Art Road.  
4 Q. You said 3133 North Ad Art Road?  
5 A. Was the old address, the address for old Ad Art.  
6 Q. Okay. Bear with me here for a minute.  
7 Do you know what business is at 3133 now?  
8 A. Yes.  
9 Q. What is it?  
10 A. Arrow Sign Company.  
11 Q. Did Arrow Sign Company purchase the building from  
12 Ad Art or from Display Technologies?  
13 MR. LONG: Lacks foundation. Calls for  
14 speculation.  
15 Go ahead.  
16 THE WITNESS: No.  
17 MR. KRAMETBAUER: Q. Do you know if Arrow Sign  
18 owns 3133 Ad Art Road?  
19 A. I don't know.  
20 Q. Do you know who owns it now?  
21 A. I don't know who owns it now.  
22 Q. But 3133 Ad Art Road is where Ad Art operated out  
23 of in 1993 and 1994; is that correct?  
24 A. Was the headquarters of the company, yes.  
25 Q. Do you know what the names of the companies are

Page 45

1 currently in that area? It looks like there's about four  
2 or five buildings in that area. Do you know the names of  
3 the companies in that area?  
4 A. Which area?  
5 Q. In Stockton, in that 3133 Ad Art Road area.  
6 In 3133 there's Arrow Sign Company, correct?  
7 A. Yeah, the name of the company is Arrow Sign  
8 Company.  
9 Q. Okay.  
10 And that's the company you used to work for; is  
11 that correct?  
12 A. Yes.  
13 Q. Did you work for them when they were in that  
14 building?  
15 A. Yes, I believe so.  
16 Q. And then Ad Art currently has a building or  
17 operates out of a building in that same area; is that  
18 correct?  
19 A. New Ad Art has an office on Ad Art Road in that  
20 area, yes.  
21 Q. And NASCO is right next door to it?  
22 A. Yes.  
23 Q. Do you know what the other -- there's two other  
24 buildings to the south of Ad Art and NASCO.  
25 Do you know the name of those companies or the

Page 46

1 companies that are in those buildings?

2 A. I think the buildings to the south are Arrow Sign

3 Company buildings.

4 Q. Okay.

5 When you worked at Arrow Sign Company, do you

6 know when -- strike that.

7 When Ad Art moved out of 3133 Ad Art Road, Arrow

8 moved in?

9 MR. LONG: Objection. Lacks foundation and

10 mischaracterizes the testimony.

11 THE WITNESS: I mean, I worked at Ad Art until

12 December 2000. Ad Art was liquidated after that. I don't

13 know when Ad Art moved out of the Stockton facility.

14 MR. KRAMETBAUER: Q. So you left in, I

15 apologize, 2000; is that right?

16 A. I was let go in December of 2000.

17 Q. December of 2000. And then in 2001 you started

18 up with Arrow; is that correct?

19 A. In May of 2001 I started working for Arrow.

20 Q. And it would have been out of that same building

21 in Stockton, is that correct, 3133 Ad Art Road?

22 A. No, no.

23 Q. Where was your office when you first started with

24 Arrow?

25 A. Oakland.

Page 47

1 Q. Did Arrow work out of the 3133 Ad Art Road when

2 you started with Arrow?

3 A. Arrow did -- no. Arrow didn't, no, no.

4 Q. So while you were with Arrow, do you have

5 knowledge as to when they moved into the building at 3133

6 Ad Art Road?

7 A. It would have been maybe the beginning of 2002,

8 roughly.

9 Q. And you, during that time, had an opportunity to

10 work out of that 3133 Ad Art Road office?

11 A. No.

12 Q. Did you ever visit that office?

13 A. When Arrow bought it?

14 Q. Yeah.

15 A. Perhaps. But I don't recall.

16 Q. How many times?

17 A. I primarily worked out of Oakland, so I don't

18 recall -- maybe a few times. I don't recall.

19 Q. Let me ask you this: So the documents regarding

20 the MGM pylon built in 1993 and 1994 by Ad Art Electronic

21 Sign Corporation, they were housed in the Stockton office

22 at 3133 Ad Art Road; is that correct?

23 A. Yes. At that time definitely.

24 Q. Were there also copies in an office in Las Vegas

25 or documents regarding the MGM pylon in Las Vegas, at an

Page 48

1 Ad Art office in Las Vegas?

2 A. Possibly, but not probable.

3 Q. So when you left Ad Art in 2000, were those

4 documents still located at 3133 Ad Art Road?

5 MR. LONG: Objection. Lacks foundation.

6 THE WITNESS: When I was let go in 2000,

7 presumably those records were still there.

8 MR. KRAMETBAUER: Q. Who at Ad Art would have

9 maintained those records when you left in 2000, when you

10 were let go?

11 A. I have no idea.

12 Q. Like where in that office were they kept? Were

13 they in someone's office? Were they in a file room? Did

14 you have a file clerk? Tell me a little bit about that.

15 A. Records were kept -- large jobs and jobs were

16 kept in job folders in cabinets. There wasn't somebody in

17 charge of it. It was just all in cabinets numerically.

18 Q. And when you were let go in 2000, do you know who

19 was responsible for the upkeep of those files? Like, for

20 example, if there was a new document to be added to one of

21 those files, who would be responsible at Ad Art at that

22 time for adding it to the file?

23 MR. LONG: Lacks foundation.

24 THE WITNESS: Whatever project manager was

25 working on whatever job would be the person responsible to

Page 49

1 adding to the file.

2 MR. KRAMETBAUER: Q. Who was the project manager

3 on the MGM pylon?

4 A. I would think the project manager -- you mean in

5 the fabrication and installation?

6 Q. Yes, sir.

7 A. Gordon Kitto.

8 Q. So, so far you had dealt with MGM through Fred

9 Benninger, correct?

10 A. Correct.

11 Q. And did you appoint Gordon Kitto as the project

12 manager?

13 A. Gordon Kitto was the project manager for large

14 projects, including that display.

15 Q. Who else, other than you and Gordon Kitto, at Ad

16 Art worked on the MGM pylon?

17 MR. LONG: Objection. Vague.

18 THE WITNESS: There would have been many people

19 that worked on it.

20 MR. KRAMETBAUER: Q. Do you recall any of their

21 names?

22 A. Well, yes. It would depend on -- yes, yes.

23 Q. List as many of them as you possibly can. Take

24 your time.

25 A. Paul Brengle.

<p style="text-align: right;">Page 50</p> <p>1 Q. Can you spell his last name for me?</p> <p>2 A. B-r-e-n-g-l-e.</p> <p>3 Q. Go ahead.</p> <p>4 A. Other than that, I mean, the staff, the workers,</p> <p>5 you know, the factory. Paul Brangle was the engineer.</p> <p>6 Gordon was in charge of the project.</p> <p>7 Q. Who was the designer?</p> <p>8 A. Jack Dubois, I believe. I think Jack and -- Jack</p> <p>9 Dubois.</p> <p>10 Q. Is Paul Brangle still alive?</p> <p>11 A. Yes.</p> <p>12 Q. Is he still with the company?</p> <p>13 A. No.</p> <p>14 Q. Is he still with Ad Art as it is today?</p> <p>15 A. No.</p> <p>16 Q. Where is Paul at now?</p> <p>17 A. He's in Florida.</p> <p>18 Q. Is he retired?</p> <p>19 A. Yes.</p> <p>20 Q. Do you have his contact information?</p> <p>21 A. No.</p> <p>22 Q. When is the last time you talked to Paul?</p> <p>23 A. Maybe eight, ten years ago.</p> <p>24 Q. How do you know he's in Florida?</p> <p>25 A. The people I work with who knew him, knew that he</p>	<p style="text-align: right;">Page 52</p> <p>1 Kitto, Paul Brangle, Jack --</p> <p>2 Q. Right. And I appreciate that. I know that those</p> <p>3 are people that -- in your mind that you're certain -- you</p> <p>4 were certain that worked on it. But I want to know people</p> <p>5 in your mind that may have worked on it, that people</p> <p>6 you're thinking of right now that may have worked on the</p> <p>7 project, but you're not certain.</p> <p>8 MR. HUNTER: Objection. Calls for speculation.</p> <p>9 MR. KRAMETRAUER: Q. Go ahead.</p> <p>10 A. Ed McDonald might have worked on it. John Papais</p> <p>11 could have. I mean, there's lots of names I could throw,</p> <p>12 but I don't know -- I'm just speculating because I don't</p> <p>13 know if they worked on it. I know that Gordon worked on</p> <p>14 it, and Paul worked on it and I worked on it.</p> <p>15 Q. Okay.</p> <p>16 Ed McDonald, what did he do for the company?</p> <p>17 A. Installation.</p> <p>18 Q. What about John Papais?</p> <p>19 A. Was the owner and estimator.</p> <p>20 Q. Is Ed McDonald still alive?</p> <p>21 A. I believe so.</p> <p>22 Q. Does he work at Ad Art now?</p> <p>23 A. No.</p> <p>24 Q. Do you know where Ed McDonald is?</p> <p>25 A. I believe in Henderson or Las Vegas.</p>
<p style="text-align: right;">Page 51</p> <p>1 left Stockton and moved to Florida.</p> <p>2 Q. And Jeff Dubois, he's still with -- he's at Ad</p> <p>3 Art now?</p> <p>4 A. Jack Dubois, yes.</p> <p>5 Q. I apologize, I don't know why I said Jeff. But</p> <p>6 it's Jack Dubois?</p> <p>7 A. Yes.</p> <p>8 Q. Anybody else other than Gordon Kitto, Paul</p> <p>9 Brangle, Jack Dubois, yourself, anybody else whose name</p> <p>10 you recall that worked on this project? And I understand</p> <p>11 that there's many people, but I want you to do your best</p> <p>12 to recall as many people as possible that would have</p> <p>13 worked on the MGM pylon project on behalf of Ad Art.</p> <p>14 A. There are many people I can think of, but I'm not</p> <p>15 certain that they worked on the project because we were a</p> <p>16 large company. There were 350 people at the time, so...</p> <p>17 Q. If you can please list for me people that you</p> <p>18 think it was likely that worked on that project?</p> <p>19 A. That I what?</p> <p>20 Q. People that you think it was likely worked on the</p> <p>21 project. I know you're not sure if they worked on it or</p> <p>22 not, but who are the people that you're thinking of that</p> <p>23 may have worked on it?</p> <p>24 A. I mean, I can't come up with names for sure of</p> <p>25 people who worked on it, other than primarily Gordon</p>	<p style="text-align: right;">Page 53</p> <p>1 Q. So Ed was an -- he was an installer for Ad Art at</p> <p>2 the time?</p> <p>3 A. He was an installer and an installation manager.</p> <p>4 Q. During the time the MGM pylon was built in 1993,</p> <p>5 1994, how many people did Ad Art have in the Las Vegas</p> <p>6 office?</p> <p>7 A. About 40.</p> <p>8 Q. Who was the head of the Las Vegas office at that</p> <p>9 time, '93, '94?</p> <p>10 A. I was in charge of the Las Vegas office at that</p> <p>11 time.</p> <p>12 Q. Now, in the construction and installation of the</p> <p>13 MGM pylon in '93, '94 by Ad Art, it's my understanding</p> <p>14 that it was manufactured or fabricated out of the Stockton</p> <p>15 office and then it was brought to Las Vegas and then</p> <p>16 installed on the property; is that correct?</p> <p>17 A. Yes.</p> <p>18 Q. How long did that process take, approximately?</p> <p>19 MR. LONG: Objection. Vague.</p> <p>20 MR. KRAMETRAUER: Q. Probably four months,</p> <p>21 five months.</p> <p>22 Q. Who was in charge of ordering the materials used</p> <p>23 in the construction of the sign?</p> <p>24 A. It would depend on the material, and I --</p> <p>25 Q. Are you familiar with the Alucobond material?</p>

Page 54

1 A. Yes.

2 Q. Who was in charge of ordering the Alucobond

3 material for use on the sign?

4 MR. LONG: Object to form. Calls for

5 speculation.

6 THE WITNESS: Probably Gordon Kitto.

7 MR. KRAMETBAUER: Q. You can go ahead.

8 A. Probably Gordon Kitto.

9 Q. Anyone else?

10 A. Not that I know of.

11 Q. Now, this was built or constructed in 1993 and

12 1994. So is it fair to say that that Alucobond would have

13 been ordered in about the same time 1993, 1994?

14 MR. HUNTER: Objection. Lacks foundation. Calls

15 for speculation.

16 MR. KRAMETBAUER: Q. Go ahead.

17 A. Yes, it would have been ordered in the time it

18 was installed.

19 MR. HUNTER: Same objection.

20 MR. KRAMETBAUER: Q. Let me ask you this: After

21 1994, after completion of the pylon sign, did Ad Art do

22 any revisions to the sign, to your knowledge?

23 MR. LONG: Objection. Vague as to "revisions."

24 THE WITNESS: No, not to my knowledge.

25 MR. KRAMETBAUER: Q. To the best of your

Page 55

1 knowledge, Ad Art was done with the MGM pylon at the

2 latest at the end of 1994, correct?

3 MR. LONG: Objection. Vague.

4 THE WITNESS: Yes, essentially around that time.

5 MR. KRAMETBAUER: Q. And Ad Art didn't do

6 anything else to the sign thereafter; is that correct?

7 A. Not that I recall.

8 Q. Did Ad Art in 1993 or 1994 do any other projects

9 for MGM other than the MGM pylon?

10 A. I think we did a small entrance sign.

11 Q. And where was that?

12 A. On the property.

13 Q. Was that done around the same time as the bigger

14 pylon?

15 A. I don't recall exactly when it was done.

16 Q. And do you know if Alucobond was used on that

17 project, the smaller entrance sign?

18 A. I don't recall that.

19 MR. SILVERMAN: I'm just going to object to the

20 extent it calls for speculation. This is Eddy Silverman.

21 MR. KRAMETBAUER: Q. Now, if you can look at

22 Exhibit 1, which is the "Clark County Building Department

23 PERMIT."

24 Do you see that, Mr. Long?

25 A. Yes.

Page 56

1 Q. Can you tell if this is the building permit for

2 the MGM pylon, which is the subject of this lawsuit?

3 A. I can't tell if it's the permit for the large

4 sign.

5 Q. Is it fair to say that it was issued on or about

6 the same time that fabrication and installation of the MGM

7 pylon was done by Ad Art?

8 A. Yes.

9 Q. And the property owner is listed as MGM Grand

10 Hotel, Inc.; is that correct?

11 MR. LONG: The document speaks for itself.

12 MR. KRAMETBAUER: Q. You can answer the

13 question.

14 A. MGM Grand Hotel, Inc. is listed as the property

15 owner.

16 Q. And the contractor is listed as Ad Art, Inc.; is

17 that correct?

18 A. That's what the document shows, yes.

19 Q. And at the very bottom there's the "LICENSED

20 CONTRACTOR'S DECLARATION," do you see that, and there's a

21 signature there?

22 A. Yes.

23 Q. Okay.

24 Is that the Richard Shade's signature there?

25 A. Yeah. Dick Shade, yeah.

Page 57

1 Q. Do you know him or did you know him?

2 A. Yes. He was an employee of Ad Art.

3 Q. Did he work out of the Las Vegas office or the

4 Stockton office?

5 A. Las Vegas.

6 Q. Do you know what he did for Ad Art?

7 A. He did a variety of things.

8 Q. Give me some examples.

9 A. He was in service. He managed various service

10 people. Occasionally ran permits.

11 Q. And he's deceased; is that correct?

12 A. I would -- I don't -- I would think so, but I

13 don't know for sure.

14 Q. Why do you think so?

15 A. Well, he was pretty old then, so...

16 Q. Okay. Fair enough.

17 Do you know what his involvement was in the

18 fabrication, construction and installation of the MGM

19 pylon in 1993 or 1994?

20 A. He might have assisted some -- you know, assisted

21 in the Las Vegas, but no, I don't know directly.

22 Q. Now, I don't think this is part of the records

23 that were provided to you, but I'll represent to you that

24 I have -- strikes that.

25 You have an understanding that Alucobond is



<p style="text-align: right;">Page 58</p> <p>1 manufactured by a company named 3A Composites, correct?</p> <p>2 MR. LONG: Objection. Lacks foundation.</p> <p>3 THE WITNESS: I don't recall -- I recall</p> <p>4 Alucobond. I don't recall that specifically.</p> <p>5 MR. KRAMETBAUER: Q. Have you ever placed an</p> <p>6 order for Alucobond?</p> <p>7 A. Personally, no.</p> <p>8 Q. Who at Ad Art now is responsible for placing</p> <p>9 orders of Alucobond, if at all?</p> <p>10 A. Are you talking about at Ad Art today?</p> <p>11 Q. Yeah.</p> <p>12 A. I don't think we would be placing an order for</p> <p>13 Alucobond today.</p> <p>14 Q. Why is that?</p> <p>15 A. Because we're not fabricating signs directly.</p> <p>16 Q. Now, back in 1993, 1994, who would have, at Ad</p> <p>17 Art, been responsible for ordering Alucobond?</p> <p>18 A. Would have been the procurement department in</p> <p>19 Stockton.</p> <p>20 Q. Who headed the procurement department in</p> <p>21 Stockton?</p> <p>22 A. John Papais would have been the primary person on</p> <p>23 procurement.</p> <p>24 Q. Who else worked in the procurement under John?</p> <p>25 A. Pardon?</p>	<p style="text-align: right;">Page 60</p> <p>1 for speculation.</p> <p>2 THE WITNESS: I have a recollection that</p> <p>3 Alucobond was used in the fabrication, yes.</p> <p>4 MR. KRAMETBAUER: Q. Just bear with me. I'm</p> <p>5 just looking through my exhibits. I apologize.</p> <p>6 So Mr. Long, if I wanted to request the old Ad</p> <p>7 Art records and shop drawings and things of that nature</p> <p>8 regarding the MGM pylon from '93, '94, how would I go</p> <p>9 about getting those?</p> <p>10 MR. LONG: Objection. Lacks foundation. Vague.</p> <p>11 Go ahead.</p> <p>12 THE WITNESS: I don't know.</p> <p>13 MR. KRAMETBAUER: Q. If you needed them, where</p> <p>14 would you go to find them?</p> <p>15 A. I don't believe they exist, so I wouldn't go</p> <p>16 look.</p> <p>17 Q. Why do you have that belief?</p> <p>18 A. Because the company was liquidated.</p> <p>19 Q. So because the company was liquidated, you think</p> <p>20 that their documents were destroyed?</p> <p>21 A. I don't know of anything that was left there</p> <p>22 after the liquidation.</p> <p>23 Q. Do you have knowledge of the individual</p> <p>24 responsible for getting rid of the documents when the</p> <p>25 company was liquidated?</p>
<p style="text-align: right;">Page 59</p> <p>1 Q. Who else worked in the procurement department</p> <p>2 under John?</p> <p>3 A. I don't recall.</p> <p>4 Q. How many people were in that department, to the</p> <p>5 best of your knowledge?</p> <p>6 A. Typically three.</p> <p>7 Q. Do you know their names?</p> <p>8 A. No.</p> <p>9 Q. Now, in this litigation I've been provided some</p> <p>10 invoices from 3A Composites -- or they were formally known</p> <p>11 as a company by the name of Aluisisse Composites,</p> <p>12 Incorporated. And this is -- what they've given to me</p> <p>13 represents the order of Alucobond for the MGM sign. And</p> <p>14 the dates on the order are in 1998.</p> <p>15 Do you have any knowledge as to why there would</p> <p>16 be an order of Alucobond in 1998 when the sign was</p> <p>17 constructed in '93 or '94?</p> <p>18 MR. LONG: Objection. Lacks foundation. Calls</p> <p>19 for speculation.</p> <p>20 MR. HUNTER: Join.</p> <p>21 THE WITNESS: No, that doesn't sound right.</p> <p>22 MR. KRAMETBAUER: Q. Would you have a</p> <p>23 recollection that green Alucobond was used in the</p> <p>24 fabrication of the MGM sign in 1993, 1994, correct?</p> <p>25 MR. LONG: Objection. Lacks foundation. Calls</p>	<p style="text-align: right;">Page 61</p> <p>1 MR. LONG: Objection. Lacks foundation.</p> <p>2 Mischaracterizes prior testimony.</p> <p>3 THE WITNESS: I'm sorry, say that again.</p> <p>4 MR. KRAMETBAUER: Q. Yeah. Do you have</p> <p>5 knowledge of or do you know of anybody that it was their</p> <p>6 responsibility to get rid of or to destroy the documents</p> <p>7 after the company's liquidation?</p> <p>8 A. No.</p> <p>9 Q. So why is it that you think that those documents</p> <p>10 are no longer available?</p> <p>11 A. I left the company -- or was let go by the</p> <p>12 company in December of 2000. And basically had very</p> <p>13 little interaction. But when we started working with</p> <p>14 Arrow, there was nothing out there.</p> <p>15 Q. Do you know where -- let me just grab my records</p> <p>16 here.</p> <p>17 So in the liquidation of Ad Art ESC, do you know</p> <p>18 who purchased their fabrication equipment --</p> <p>19 A. I do not.</p> <p>20 Q. -- when it was liquidated?</p> <p>21 A. I don't.</p> <p>22 Q. Do you have any knowledge as to whether or not</p> <p>23 Arrow purchased anything from Ad Art ESC in the</p> <p>24 liquidation?</p> <p>25 A. I don't.</p>

Page 62

1 Q. Who was left at Ad Art ESC when you left, but  
2 before the liquidation?

3 MR. LONG: Objection. Vague.

4 THE WITNESS: There were several people at Ad Art  
5 still there.

6 MR. KRAMETBAUER: Q. Let me ask you this: When  
7 you were removed as president, who took over as president?

8 A. I was removed as president in August or September  
9 of 2000, and basically the chairman of the company and Lou  
10 Papais ran it, to the best of my knowledge.

11 Q. Who was the chairman?

12 A. I don't recall his name. Bill something.

13 Q. Bill something?

14 A. Yeah.

15 Q. Anybody else that took over your responsibilities  
16 at Ad Art ESC when you were let go?

17 MR. LONG: Lacks foundation. Calls for  
18 speculation.

19 THE WITNESS: When I was let go, I have no idea  
20 what happened after that.

21 MR. KRAMETBAUER: Q. Do you know if the company  
22 filed bankruptcy or if it was just liquidated?

23 A. To the best of my knowledge, it was liquidated.

24 Q. Do you know who was in charge of the liquidation  
25 of Ad Art ESC?

Page 63

1 A. There was a guy from the East Coast that the  
2 chairman had brought in, and he was in charge -- he and  
3 his company were in charge of the liquidation, but I don't  
4 recall their names.

5 Q. Do you know the name of the company?

6 A. I don't.

7 Q. This would have been sometime after your  
8 departure in 2000?

9 A. He was brought in when I was still there in the  
10 fall of 2000. And he was there from -- during the time  
11 where I was no longer president. And then after that, I'm  
12 sure he was still there, and ultimately did the  
13 liquidation. But I don't remember his name.

14 Q. Do you know who would have that information?

15 A. No.

16 Q. Do you know Lynn Weaver?

17 A. Lynn Weaver?

18 Q. Yeah.

19 A. I don't recall.

20 Q. In sales.

21 A. Lynn Weaver, no.

22 Q. Yeah.

23 A. No.

24 Q. I'm looking at your affidavit, Mr. Long --

25 A. Yeah.

Page 64

1 Q. -- paragraph 6.

2 A. Yes.

3 Q. It's on page 2. This talks about the liquidation  
4 of Ad Art ESC, and the purchase by NASCO of the name Ad  
5 Art, the trademark, work mark, trade service mark, trade  
6 names, and then Ad Art ESC's telephone number and Web  
7 address.

8 Do you know if NASCO purchased anything else  
9 other than those three things?

10 A. I don't know.

11 Q. Do you know who would have been in charge of  
12 NASCO at this time when they purchased these things from  
13 Ad Art ESC?

14 A. Yes.

15 Q. Who?

16 A. Nagi Ali.

17 Q. Can you spell his name for me?

18 A. N-a-g-i A-l-i.

19 Q. So his first name is Nagi and his last name is  
20 Ali?

21 A. Yes.

22 Q. Is he still alive?

23 A. Yes.

24 Q. Does he still own NASCO?

25 A. Yes.

Page 65

1 MR. LONG: Lacks foundation.

2 MR. KRAMETBAUER: Q. Was that a yes?

3 A. Yes.

4 Q. And then it says in paragraph 7 that sometime in  
5 March 25th, 2003, a new corporation Ad Art, Inc., was  
6 formed via filing articles of incorporation with the  
7 secretary of state. And you were the CEO of that  
8 corporation; is that correct?

9 A. Yes.

10 Q. And then shortly thereafter, you acquired through  
11 an agreement with NASCO the name Ad Art, Inc., use of a  
12 telephone number and the Internet Web address; is that  
13 correct?

14 MR. LONG: Objection. The document speaks for  
15 itself. Mischaracterizes the document.

16 MR. KRAMETBAUER: Q. You can go ahead.

17 A. We acquired the right to the name, and we formed  
18 a new corporation, Ad Art, Inc.

19 Q. So you filed for articles of incorporation with  
20 the name Ad Art, Inc. prior to obtaining permission from  
21 NASCO to the trademark, work mark, service mark, trade  
22 name, telephone number and Web address of Ad Art, Inc.?

23 MR. LONG: Objection. Lacks foundation.

24 THE WITNESS: It was done in concert with -- I  
25 don't remember the exact dates, but it was done together.



Page 66

1 MR. KRAMETBAUER: Q. I'm just looking at your  
2 affidavit. It appears that the filing of the articles of  
3 incorporation was in March of 2013 and your agreement with  
4 NASCO for the rights to those things was done in April; is  
5 that correct?

6 A. March of 2013.

7 Q. Right.

8 A. Not 2013.

9 Q. I apologize.

10 Your filing with the state of California for  
11 articles of incorporation with the name of the corporation  
12 as Ad Art, Inc. was done prior to the execution of your  
13 agreement with NASCO to acquire the trademark, work mark,  
14 service mark, trade name, use of the telephone number and  
15 Internet Web address to Ad Art, Inc.; is that correct?

16 A. No, I think we had the agreement signed that went  
17 into effect April 1, 2003, so the two were done in  
18 concert.

19 Q. Now, when I looked at the permit from Clark  
20 County, which is Exhibit 1 --

21 A. Yes.

22 Q. -- it said that the contractor is Ad Art, Inc.  
23 Do you see that?

24 A. Ad Art --

25 Q. Your affidavit says that "Ad Art, Inc. was not

Page 67

1 involved in the design, construction or subsequent  
2 maintenance of the M3M pylon."

3 Do you see that?

4 A. The permit says "Ad Art Sign, Inc." It does say  
5 "Ad Art, Inc.," but I'm not sure that that's a correct  
6 name.

7 Q. I'm specifically referencing where it says,  
8 "Contractor: Ad Art, Inc."

9 Do you see that?

10 A. Yes.

11 Q. Do you know if at the time in 1993 that the  
12 company was referred to as Ad Art, Inc.?

13 A. The company in '93 was referred to as Ad Art. I  
14 don't know the name of the -- that the company would have  
15 used for the business in Nevada. It could have been a  
16 different name.

17 MR. KRAMETBAUER: Hey, Dana, is the agreement  
18 there in the pile of documents that you've got, the  
19 agreement between NASCO and Ad Art?

20 MR. LONG: Yeah, it's here.

21 I'd like to take a break first, though.

22 MR. KRAMETBAUER: No problem. Let's go ahead and  
23 take five minutes, or if you need more, that's fine.

24 MR. LONG: No, five minutes.

25 Off the record.

Page 68

1 (A recess was taken from 4:13 p.m. to 4:18 p.m.)

2 MR. KRAMETBAUER: Q. So I've got in front of you  
3 the agreement here between NASCO and Ad Art; do you see  
4 that?

5 A. Yes.

6 Q. And that's your signature on the last page of  
7 this document, along with Bob and Nagi Ali?

8 A. Yes.

9 Q. Do you remember how much it cost for Ad Art to  
10 acquire these items from NASCO?

11 MR. LONG: Objection. The document speaks for  
12 itself.

13 Is this redacted?

14 THE WITNESS: It's crossed out.

15 MR. KRAMETBAUER: No, it doesn't, because those  
16 numbers have been blocked out.

17 MR. LONG: Tim, did you redact this?

18 MR. HUNTER: I did. It's financial information  
19 that I don't believe is relevant in any way.

20 MR. KRAMETBAUER: Well, if he doesn't recall what  
21 the numbers are, or we don't get an unredacted copy, I'm  
22 going to reserve my right to redepose this witness on this  
23 information, because I believe it is relevant.

24 MR. HUNTER: And I'm not going to agree to that.  
25 I don't believe it is relevant.

Page 69

1 If you want to file a motion to compel with the  
2 discovery commissioner and she orders me to give you a  
3 redacted copy, I'll give you one. But I don't believe you  
4 need the financial information about the purchase.

5 MR. KRAMETBAUER: Are you going to allow the  
6 witness to testify if he recalls how much it cost?

7 MR. HUNTER: If he remembers off the top of his  
8 head, that's fine.

9 MR. KRAMETBAUER: Q. Mr. Long, do you remember  
10 how much it cost, or approximately how much it cost, for  
11 Ad Art to recover these items from NASCO?

12 MR. LONG: If you know.

13 THE WITNESS: Over the ten-year period it costs  
14 us about 1,100,000.

15 MR. KRAMETBAUER: Q. And that was paid over a  
16 term of ten years?

17 A. Yes.

18 Q. And I just want to make sure that that was for  
19 the sale of the trademark, work mark, service mark; trade  
20 name, quote, Ad Art; the telephone number listed on the  
21 agreement; and the Internet Web address, www.adartesc.com;  
22 is that correct?

23 MR. LONG: Now the document does speak for  
24 itself. And it's asked and answered.

25 Go ahead.

<p style="text-align: right;">Page 70</p> <p>1 THE WITNESS: Yes.</p> <p>2 MR. KRAMETBAUER: Q. And over the term of</p> <p>3 approximately ten years it cost Ad Art \$1.1 million?</p> <p>4 A. Yes.</p> <p>5 MR. LONG: Asked and answered.</p> <p>6 MR. KRAMETBAUER: Q. And maybe this is because I</p> <p>7 haven't reviewed the entire agreement, but it appears to</p> <p>8 me that it's over a six-year period of time, but according</p> <p>9 to you it was actually over a ten-year period?</p> <p>10 MR. LONG: The document speaks for itself. And</p> <p>11 you've had this agreement for a long time, so I don't know</p> <p>12 why you need to review it in the middle of a deposition.</p> <p>13 MR. KRAMETBAUER: Q. You can go ahead and answer</p> <p>14 the question, Mr. Long.</p> <p>15 A. Yes.</p> <p>16 Q. Do you know why it took ten years rather than six</p> <p>17 years?</p> <p>18 MR. LONG: Lacks foundation. Mischaracterizes</p> <p>19 the document.</p> <p>20 MR. KRAMETBAUER: Q. You can answer the</p> <p>21 question, Mr. Long.</p> <p>22 A. It was a ten-year agreement based on sales.</p> <p>23 Q. Gotcha. All right.</p> <p>24 Now, going back to the building of the sign in</p> <p>25 Stockton, the MGM pylon, would the materials for the</p>	<p style="text-align: right;">Page 72</p> <p>1 installation, were there any subcontractors or third</p> <p>2 parties involved in the installation in Las Vegas of the</p> <p>3 sign?</p> <p>4 A. Yes.</p> <p>5 Q. Who?</p> <p>6 A. I don't know who.</p> <p>7 Q. Do you recall any of the names of the people you</p> <p>8 used in Las Vegas for the installation of the MGM pylon?</p> <p>9 A. The installation of the MGM pylon was done by our</p> <p>10 people. But you asked about, would there be others. And</p> <p>11 there would have been others to perform functions</p> <p>12 necessary to erect the display.</p> <p>13 Q. What are other functions that were needed for the</p> <p>14 installation other than by folks at Ad Art?</p> <p>15 A. The excavation of the foundation would have been</p> <p>16 done by a local excavator.</p> <p>17 Q. What else?</p> <p>18 A. Fabrication of the steel would have been done by</p> <p>19 a steel company. The cranes necessary to erect it would</p> <p>20 have been -- the cranes necessary to erect it would have</p> <p>21 been large cranes provided by others.</p> <p>22 Q. Anybody else you can think of?</p> <p>23 A. No.</p> <p>24 Q. And you don't recall any of the names of the</p> <p>25 excavating company, the steel fabricator or the crane</p>
<p style="text-align: right;">Page 71</p> <p>1 construction of the sign had been shipped to Stockton and</p> <p>2 then put together and then you would have shipped the sign</p> <p>3 in pieces out to Las Vegas? Could you tell me a little</p> <p>4 bit about that process?</p> <p>5 MR. LONG: Lacks foundation.</p> <p>6 THE WITNESS: Yes, the sign was fabricated in</p> <p>7 Stockton in sections and then trucked to Las Vegas for</p> <p>8 installation.</p> <p>9 MR. KRAMETBAUER: Q. It would have been trucked</p> <p>10 in pieces; is that correct?</p> <p>11 A. Yes.</p> <p>12 Q. Because it's a fairly large sign. I don't -- I'm</p> <p>13 just a layperson. I don't have any experience or</p> <p>14 knowledge in sign building. But it just seems to me it</p> <p>15 wouldn't be feasible to build the entire thing and ship it</p> <p>16 in one big bundle, correct?</p> <p>17 A. Correct.</p> <p>18 Q. Do you know how many pieces it was shipped out</p> <p>19 in?</p> <p>20 A. No.</p> <p>21 Q. Do you know how long it took to install the sign</p> <p>22 once it was brought to Las Vegas?</p> <p>23 A. The installation from the time it would have</p> <p>24 started would have been at least a two-month process.</p> <p>25 Q. Other than Ad Art employees working on the</p>	<p style="text-align: right;">Page 73</p> <p>1 folks?</p> <p>2 A. No.</p> <p>3 Q. Did you happen to visit the sign while it was</p> <p>4 being installed?</p> <p>5 A. Yes.</p> <p>6 Q. How many times?</p> <p>7 A. I was there every week.</p> <p>8 Q. How long would you stay when you would visit</p> <p>9 every week?</p> <p>10 A. One night and two days in Las Vegas.</p> <p>11 Q. Were there any problems, to your knowledge, with</p> <p>12 the installation?</p> <p>13 A. Not that I recall.</p> <p>14 Q. Was MGM satisfied with the product?</p> <p>15 MR. LONG: Objection. Vague. Lacks foundation.</p> <p>16 THE WITNESS: Yes.</p> <p>17 MR. LONG: Calls for speculation.</p> <p>18 THE WITNESS: Yes.</p> <p>19 MR. KRAMETBAUER: At this time, Mr. Long, I don't</p> <p>20 believe I have any further questions. I really do</p> <p>21 appreciate your time, and I apologize for not being there</p> <p>22 in person.</p> <p>23 Eddy, do you have anything?</p> <p>24 MR. SILVERMAN: Let's go off the record for a</p> <p>25 second.</p>

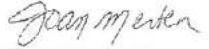
<p style="text-align: right;">Page 74</p> <p>1 (Discussion off the record.)</p> <p>2 EXAMINATION BY MR. SILVERMAN</p> <p>3 MR. SILVERMAN: Q. Mr. Long, my name is Edward</p> <p>4 Silverman, I represent 3A Composites USA, Inc., and I just</p> <p>5 want to ask you a few questions regarding the conversation</p> <p>6 that the parties just had off the record about</p> <p>7 transactions that Ad Art may have probably been involved</p> <p>8 in at some other time that involved my client 3A.</p> <p>9 Let me begin by asking, Mr. Long: You alluded to</p> <p>10 this earlier, but to what extent are you familiar with my</p> <p>11 client, 3A; meaning, do you know what they do?</p> <p>12 A. 3A, no, I don't know what 3A is.</p> <p>13 Q. And do you know what 3A Composites USA, Inc. is?</p> <p>14 A. No.</p> <p>15 Q. Do you know what 3A Composites USA, Inc. does?</p> <p>16 A. No.</p> <p>17 Q. Or I should say -- let me clarify that.</p> <p>18 Do you know what 3A Composites USA, Inc.</p> <p>19 manufactures in terms of products?</p> <p>20 A. Well, no. I'm assuming it's Alucobond.</p> <p>21 Q. Now, from your deposition testimony earlier, I</p> <p>22 understand that there were various iterations of what</p> <p>23 today is known generally as Ad Art. And I don't want to</p> <p>24 get into all the various iterations and different</p> <p>25 corporate entities. So if I refer to "Ad Art," I'm</p>	<p style="text-align: right;">Page 76</p> <p>1 directly from 3A?</p> <p>2 A. I don't recall 3A.</p> <p>3 Q. So that would mean that you do not recall Ad Art</p> <p>4 -- any iteration of Ad Art purchasing Alucobond directly</p> <p>5 from 3A; is that correct?</p> <p>6 MR. KRAMETBAUER: This is Ryan Krametbauer.</p> <p>7 I'm going to object to the form of the question.</p> <p>8 Misstates testimony. Assumes facts.</p> <p>9 MR. SILVERMAN: Q. You can answer, Mr. Long.</p> <p>10 A. I recall Ad Art purchasing Alucobond several</p> <p>11 times.</p> <p>12 Q. But you do not recall Ad Art purchasing Alucobond</p> <p>13 directly from 3A; is that correct?</p> <p>14 MR. KRAMETBAUER: This is attorney Ryan</p> <p>15 Krametbauer.</p> <p>16 Same objection.</p> <p>17 MR. SILVERMAN: Q. I am also not trying to trick</p> <p>18 you, Mr. Long. I'm just asking for your recollection.</p> <p>19 Like Mr. Krametbauer -- go ahead.</p> <p>20 A. No.</p> <p>21 Q. No, you do not remember?</p> <p>22 A. I don't recall 3A. I recall Alucobond.</p> <p>23 Q. Have you seen the invoice in this case that</p> <p>24 purports to concern the Alucobond that 3A manufactured</p> <p>25 that was ultimately incorporated on the MGM pylon sign</p>
<p style="text-align: right;">Page 75</p> <p>1 referring to it holistically, and I'm referring to it in</p> <p>2 terms of any time that you ever were working for a company</p> <p>3 with the name Ad Art in the title.</p> <p>4 Is that clear?</p> <p>5 A. Yes.</p> <p>6 Q. So in the time that you worked for Ad Art, were</p> <p>7 you ever personally involved in a transaction in which Ad</p> <p>8 Art ordered Alucobond from 3A Composites USA, Inc.?</p> <p>9 MR. LONG: Lacks foundation.</p> <p>10 MR. KRAMETBAUER: Same objection. Join.</p> <p>11 This is Ryan Krametbauer, by the way.</p> <p>12 THE WITNESS: Personally involved? I was</p> <p>13 personally involved -- when you say "personally involved,"</p> <p>14 please define what you mean.</p> <p>15 MR. SILVERMAN: Q. Are you aware of any iteration</p> <p>16 of Ad Art placing an order for Alucobond directly from 3A</p> <p>17 Composites USA, Inc.?</p> <p>18 A. I'm aware in general of Ad Art purchasing</p> <p>19 Alucobond several times.</p> <p>20 Q. Do you know where that a -- I'm sorry, you can</p> <p>21 finish. I apologize for interrupting.</p> <p>22 A. I recall Ad Art --</p> <p>23 Q. Did you say something?</p> <p>24 A. -- purchasing Alucobond many times.</p> <p>25 Q. Do you recall Ad Art purchasing Alucobond</p>	<p style="text-align: right;">Page 77</p> <p>1 that we've been discussing?</p> <p>2 A. No.</p> <p>3 Q. Are you personally aware of any other invoices</p> <p>4 for materials that 3A sold that were ultimately</p> <p>5 incorporated on the MGM pylon sign?</p> <p>6 A. No.</p> <p>7 MR. HUNTER: Object to form.</p> <p>8 MR. SILVERMAN: Q. If you need her to read it</p> <p>9 back, Mr. Long, I can have her do that.</p> <p>10 MR. LONG: He answered.</p> <p>11 THE WITNESS: No.</p> <p>12 MR. SILVERMAN: Oh, I'm sorry, I didn't hear.</p> <p>13 THE WITNESS: No.</p> <p>14 MR. SILVERMAN: Q. Mr. Long, if I asked you</p> <p>15 whether or not there were other invoices concerning</p> <p>16 products that 3A sold that were incorporated on the MGM</p> <p>17 pylon sign, would you be speculating in response to my</p> <p>18 question?</p> <p>19 MR. KRAMETBAUER: Object to the form of the</p> <p>20 question.</p> <p>21 This is Ryan Krametbauer.</p> <p>22 THE WITNESS: Yes.</p> <p>23 MR. SILVERMAN: Q. Yes, you would be</p> <p>24 speculating?</p> <p>25 A. Yes, I don't recall --</p>

<p style="text-align: right;">Page 78</p> <p>1 MR. HUNTER: Same objection.</p> <p>2 THE WITNESS: Yes, I don't recall 3A.</p> <p>3 MR. SILVERMAN: Q. And I'm not trying to give</p> <p>4 you a hard time here, Mr. Long, I'm just trying to get an</p> <p>5 answer to my question.</p> <p>6 And my question was: You would be speculating if</p> <p>7 I asked you, correct?</p> <p>8 MR. HUNTER: Same objection. Asked and answered.</p> <p>9 THE WITNESS: Yes. If you're asking me about 3A,</p> <p>10 I have no recollection of 3A.</p> <p>11 MR. SILVERMAN: Q. All right.</p> <p>12 A. Is it fair to say, Mr. Long, that you would be</p> <p>13 guessing if you implied or otherwise represented that</p> <p>14 there are other invoices for products that 3A manufactured</p> <p>15 which may have ultimately been incorporated on the MGM</p> <p>16 sign?</p> <p>17 MR. KRAMETBAUER: This is Ryan Krametbauer.</p> <p>18 I object to the form of the question. This has</p> <p>19 been asked and answered. It assumes facts not in</p> <p>20 evidence.</p> <p>21 MR. LONG: It's vague too.</p> <p>22 MR. KRAMETBAUER: And it's vague.</p> <p>23 MR. SILVERMAN: Q. Does the question make sense,</p> <p>24 Mr. Long?</p> <p>25 THE WITNESS: No.</p>	<p style="text-align: right;">Page 80</p> <p>1 MR. KRAMETBAUER: Back on the record.</p> <p>2 FURTHER EXAMINATION BY MR. KRAMETBAUER</p> <p>3 MR. KRAMETBAUER: Q. Mr. Long, are you still</p> <p>4 there?</p> <p>5 A. Yes.</p> <p>6 Q. So I've e-mailed the court reporter who is taking</p> <p>7 down the testimony today the exhibit which contains the</p> <p>8 invoices which have been Bates SALE 00001 through 12.</p> <p>9 I'll represent to you that these were the documents</p> <p>10 provided to me, to my office. I represent the plaintiff</p> <p>11 in this case, Mr. Schueler. These were provided to me by</p> <p>12 defendant 3A Composites USA, Inc., formally known as</p> <p>13 Alucobond Technologies Corporation. These were provided</p> <p>14 to me to represent the Alucobond transaction to either</p> <p>15 Interstate Electric or Mikon Lighting regarding the</p> <p>16 Alucobond used on the MGM pylon.</p> <p>17 Now, it's my understanding from your deposition</p> <p>18 testimony today, that Ad Art and any variation, like</p> <p>19 Mr. Silverman was talking about, was the manufacturer and</p> <p>20 the installer of that MGM pylon sign in or about 1993 and</p> <p>21 1994; is that correct?</p> <p>22 A. Yes.</p> <p>23 Q. Now, the document that I'm showing you now, which</p> <p>24 we'll mark as Plaintiff's Exhibit No. 3, you're reading</p> <p>25 these off of your lawyer's phone, correct?</p>
<p style="text-align: right;">Page 79</p> <p>1 MR. SILVERMAN: Q. Previously I asked if you'd</p> <p>2 be speculating. I'm now asking if you would be guessing.</p> <p>3 THE WITNESS: I don't recall the name of the 3A</p> <p>4 composite company. I don't recall that name. I recall</p> <p>5 Alucobond.</p> <p>6 MR. SILVERMAN: Q. So it's fair to say that you</p> <p>7 would have no knowledge of any transactions involving 3A</p> <p>8 whatsoever?</p> <p>9 MR. HUNTER: Object to the form. Misstates</p> <p>10 testimony.</p> <p>11 THE WITNESS: I remember Alucobond.</p> <p>12 MR. SILVERMAN: Q. But you do not remember 3A?</p> <p>13 A. Correct.</p> <p>14 Q. Would you represent that you have any knowledge</p> <p>15 whatsoever of 3A's business dealings with respect to the</p> <p>16 MGM pylon sign?</p> <p>17 A. No. Not with 3A, no.</p> <p>18 MR. SILVERMAN: Okay. That's all I have.</p> <p>19 MR. KRAMETBAUER: Tim, did you have anything?</p> <p>20 MR. HUNTER: No. Are we done?</p> <p>21 MR. KRAMETBAUER: Well, I e-mailed the invoice to</p> <p>22 the court reporter.</p> <p>23 Could we go off the record for five minutes.</p> <p>24 MR. LONG: Yes.</p> <p>25 (Discussion off the record.)</p>	<p style="text-align: right;">Page 81</p> <p>1 A. Yes.</p> <p>2 MR. LONG: Off the court reporter's phone.</p> <p>3 MR. KRAMETBAUER: Q. I apologize, off the court</p> <p>4 reporter's phone.</p> <p>5 Are you comfortable reading those and you're able</p> <p>6 to read the letters and numbers?</p> <p>7 A. Yes.</p> <p>8 Q. And we're going to go ahead and attach it after</p> <p>9 the conclusion of the deposition; is that fair?</p> <p>10 A. Yes.</p> <p>11 Q. If at any point in time it's too small or you</p> <p>12 can't zoom in on anything, let me know and we can go about</p> <p>13 this a different way. I just want to make sure that</p> <p>14 you're comfortable being able to read this document.</p> <p>15 Okay?</p> <p>16 A. Okay.</p> <p>17 Q. Now, these were invoices provided to my office to</p> <p>18 me as the lawyer for the plaintiff that represent the</p> <p>19 Alucobond sold for the purposes of the pylon sign.</p> <p>20 Okay? Do you understand that?</p> <p>21 MR. LONG: The document speaks for itself. Do</p> <p>22 you have a question in here? What's the question?</p> <p>23 MR. KRAMETBAUER: Q. Yeah, I'm just making sure</p> <p>24 that he understands that these documents, Mr. Long, were</p> <p>25 provided to me by the defendant 3A Composites to represent</p>

<p style="text-align: right;">Page 82</p> <p>1 the Alucobond transaction in this case.</p> <p>2 Okay?</p> <p>3 MR. LONG: Well, I'll object they may have been</p> <p>4 produced to you by 3A, but what they represent is what</p> <p>5 they say. I don't know what the intention is of the</p> <p>6 documents.</p> <p>7 MR. KRAMETBAUER: Fair enough.</p> <p>8 Q. Do you see on page No. 2, sale 00002?</p> <p>9 A. Yes.</p> <p>10 Q. This is an invoice, right, to the best of your</p> <p>11 knowledge?</p> <p>12 A. Yes.</p> <p>13 Q. And you see the order date?</p> <p>14 A. Yes.</p> <p>15 Q. It says April 6, 1998?</p> <p>16 A. Yes.</p> <p>17 Q. This would have been after the completion of the</p> <p>18 sign by Ad Art in 1993 or 1994, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And this is for an order of Alucobond 21. Do you</p> <p>21 see that in the description?</p> <p>22 A. Yes.</p> <p>23 Q. Do you see the name 3A Composites anywhere on</p> <p>24 this form? Take your time.</p> <p>25 MR. LONG: The document speaks for itself.</p>	<p style="text-align: right;">Page 84</p> <p>1 MR. SILVERMAN: Q. Well, you know what? Sure.</p> <p>2 The Alucobond that was incorporated on the sign. You can</p> <p>3 strike what I said previously.</p> <p>4 Do you know when the Alucobond was affixed to the</p> <p>5 sign?</p> <p>6 A. Are you talking about the Alucobond in these --</p> <p>7 that was shipped to Micon?</p> <p>8 Q. No, I'm asking you. Ad Art put the Alucobond on</p> <p>9 the MGM pylon; is that correct?</p> <p>10 A. As I recall, when we fabricated the sign it had</p> <p>11 Alucobond, yes.</p> <p>12 Q. And Ad Art fabricated the sign and put the</p> <p>13 Alucobond on the sign; is that correct?</p> <p>14 A. In 1993 and '94 when we erected the sign,</p> <p>15 correct.</p> <p>16 Q. Do you know where that Alucobond came from?</p> <p>17 A. Los Angeles? I don't know. I recall them being</p> <p>18 in Los Angeles.</p> <p>19 Q. You say you "recall them being in Los Angeles."</p> <p>20 Who's them?</p> <p>21 A. Alucobond.</p> <p>22 Q. Alucobond is a product name, Mr. Long. Do you</p> <p>23 know who provided the Alucobond?</p> <p>24 A. No. No, I don't.</p> <p>25 Q. But your recollection is that it came from Los</p>
<p style="text-align: right;">Page 83</p> <p>1 THE WITNESS: No.</p> <p>2 MR. KRAMETBAUER: Q. In fact, the only companies</p> <p>3 I see on here are Interstate Electric Company. I see</p> <p>4 Micon Lighting &amp; Sign. And I see -- down at the bottom I</p> <p>5 see Alusuisse Composites, Incorporated.</p> <p>6 Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. I don't see 3A Composites anywhere on here, do</p> <p>9 you?</p> <p>10 MR. LONG: The document speaks for itself.</p> <p>11 THE WITNESS: No.</p> <p>12 MR. KRAMETBAUER: I don't have any further</p> <p>13 questions.</p> <p>14 MR. SILVERMAN: I have some follow-ups.</p> <p>15 FURTHER EXAMINATION BY MR. SILVERMAN</p> <p>16 MR. SILVERMAN: Q. This again is Bddy Silverman.</p> <p>17 Mr. Long, do you know for a fact that what I will refer to</p> <p>18 as the subject pylon sign was completed in 1993 or 1994?</p> <p>19 A. Yes.</p> <p>20 Q. Do you know precisely when the Alucobond that was</p> <p>21 used on the sign was affixed or otherwise incorporated</p> <p>22 into the MGM pylon sign?</p> <p>23 A. The Alucobond by Ad Art?</p> <p>24 Q. The Alucobond that Alusuisse manufactured.</p> <p>25 MR. LONG: Okay.</p>	<p style="text-align: right;">Page 85</p> <p>1 Angeles?</p> <p>2 A. Yes.</p> <p>3 Q. And you don't recall the name of the entity from</p> <p>4 whom Ad Art acquired that Alucobond?</p> <p>5 A. No.</p> <p>6 Q. So if your testimony, Mr. Long, is that the</p> <p>7 subject sign was completed in 1993 or 1994, looking at</p> <p>8 these documents sale 1 through sale 12, is it also your</p> <p>9 testimony --</p> <p>10 THE REPORTER: I'm sorry, I can't hear you.</p> <p>11 Could you repeat that?</p> <p>12 MR. KRAMETBAUER: Object to the form of the</p> <p>13 question. Calls for speculation on the part of the</p> <p>14 witness.</p> <p>15 THE REPORTER: I'm sorry. I didn't get the</p> <p>16 question. The phone cut out.</p> <p>17 MR. LONG: You've got to repeat the question.</p> <p>18 The phone cut out.</p> <p>19 MR. SILVERMAN: Q. Mr. Long, how do you know</p> <p>20 that the sign was completed in 1993 or 1994?</p> <p>21 A. I was managing the project with respect to the</p> <p>22 contract, the collection. It was completed and collected.</p> <p>23 Q. What does that mean?</p> <p>24 A. That we sold the sign to MGM. They paid us. We</p> <p>25 erected the sign. They paid us for the sign in full.</p>



<p style="text-align: right;">Page 86</p> <p>1 Q. What are you looking at, though, specifically to</p> <p>2 confirm that the sign was completed on the date that you</p> <p>3 represent?</p> <p>4 A. It's not a date that I represent. We talked</p> <p>5 about '93 and '94. I don't know the date it was</p> <p>6 completed.</p> <p>7 Q. That's what I'm trying to understand. Because</p> <p>8 you have to see that by testifying that the sign was</p> <p>9 completed in 1993 or 1994, you implicitly are testifying</p> <p>10 that these documents don't represent the material that was</p> <p>11 included on the sign, so that's what I'm trying to</p> <p>12 understand.</p> <p>13 How do you know that the sign was completed in</p> <p>14 1993 or 1994 --</p> <p>15 MR. LONG: Objection. It's argumentative.</p> <p>16 MR. SILVERMAN: Q. -- and not in 1996?</p> <p>17 MR. KRAMETBAUER: Same objection. Calls for</p> <p>18 speculation on the part of the witness.</p> <p>19 This is Ryan Krametbauer.</p> <p>20 MR. SILVERMAN: Q. I'm not trying to beat you</p> <p>21 up, Mr. Long.</p> <p>22 In 1993 or 1994, where is that coming from?</p> <p>23 A. Well, the contract that we had with MGM was</p> <p>24 completed in '93 or '94 and collected. And after that,</p> <p>25 Ad Art didn't work on the sign. Ad Art didn't do any</p>	<p style="text-align: right;">Page 88</p> <p>1 A. No.</p> <p>2 Q. Could you tell me one way or another whether the</p> <p>3 product described on this invoice is the product that's on</p> <p>4 the MGM sign?</p> <p>5 MR. LONG: Lacks foundation.</p> <p>6 MR. KRAMETBAUER: Calls for speculation on the</p> <p>7 part of the witness.</p> <p>8 This is Ryan Krametbauer.</p> <p>9 And I'll join the objection by Counsel.</p> <p>10 MR. LONG: Yes. Join.</p> <p>11 THE WITNESS: Not specifically, no.</p> <p>12 MR. SILVERMAN: Q. I think Mr. Krametbauer asked</p> <p>13 you this earlier, but you said that you were familiar with</p> <p>14 Interstate Electric Company in name only; is that correct?</p> <p>15 MR. LONG: Mischaracterizes the testimony.</p> <p>16 MR. SILVERMAN: Q. Let me ask you: Are you</p> <p>17 familiar with Interstate Electric Company?</p> <p>18 A. Yes. The company then that existed yes,</p> <p>19 Interstate Electric, yes.</p> <p>20 Q. Had any iteration of Ad Art ever purchased</p> <p>21 Alucobond from Interstate Electric Company?</p> <p>22 A. I don't recall.</p> <p>23 MR. LONG: Misstates testimony.</p> <p>24 MR. SILVERMAN: Give me a couple of minutes.</p> <p>25 Let's go off the record.</p>
<p style="text-align: right;">Page 87</p> <p>1 changing of the sign.</p> <p>2 Q. Which contract specifically are you referring to?</p> <p>3 Has it been produced in this case?</p> <p>4 A. No, it hasn't been produced. It was the original</p> <p>5 contract that we had to fabricate and install the sign for</p> <p>6 MGM when they opened.</p> <p>7 Q. So it's your testimony that Ad Art, in any of its</p> <p>8 various iterations, did not do any further work with the</p> <p>9 MGM or on MGM signage beyond 1994?</p> <p>10 A. Correct. Other than the small -- one small --</p> <p>11 one other small sign that I don't recall, but a small</p> <p>12 sign. But no other work on that main pylon.</p> <p>13 Q. When you say "that main pylon," do you remember</p> <p>14 what color the Alucobond panels on the main pylon are --</p> <p>15 A. No.</p> <p>16 Q. -- or were for that lettering?</p> <p>17 A. No, I don't remember.</p> <p>18 Q. Looking here at the sales documents, I'll refer</p> <p>19 you specifically to SALE -- I'll omit the O's. Look at</p> <p>20 sale 2.</p> <p>21 A. You're talking about the Mikon?</p> <p>22 Q. Correct.</p> <p>23 Under the description there when you read what it</p> <p>24 says, "Alucobond 21," do you recognize that product</p> <p>25 description?</p>	<p style="text-align: right;">Page 89</p> <p>1 (A recess was taken from 4:57 to 4:58 p.m.)</p> <p>2 MR. SILVERMAN: I don't have any further</p> <p>3 questions.</p> <p>4 MR. LONG: Okay. Thank you.</p> <p>5 MR. KRAMETBAUER: Dans and Terry, thank you very</p> <p>6 much for your time. I appreciate it.</p> <p>7 (A 44-page document entitled "DEFENDANT 3A</p> <p>8 COMPOSITES USA INC., f/x/a ALUCOBOND TECHNOLOGIES</p> <p>9 CORPORATION'S EARLY CASE CONFERENCE DISCLOSURE</p> <p>10 STATEMENT," was marked for identification as</p> <p>11 Plaintiff's Exhibit 3.)</p> <p>12 (Whereupon, the proceedings adjourned at</p> <p>13 4:58 p.m.)</p> <p>14</p> <p>15 ---o0o---</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

Page 90	Page 92
<p style="text-align: center;">1 CERTIFICATE OF DEPOSITION OFFICER</p> <p>2</p> <p>3 I, JOAN B. MERTEN, CSR No. 6922, duly authorized</p> <p>4 to administer oaths Pursuant to Section 2033(b) of the</p> <p>5 California Code of Civil Procedure, hereby certify that</p> <p>6 the witness in the foregoing deposition was by me duly</p> <p>7 sworn to testify the truth, the whole truth and nothing</p> <p>8 but the truth in the within-entitled cause; that said</p> <p>9 deposition was taken at the time and place therein stated;</p> <p>10 that the testimony of the said witness was reported by me</p> <p>11 and thereafter transcribed by me or under my direction</p> <p>12 into typewriting; that the foregoing is a full, complete</p> <p>13 and true record of said testimony; and that the witness</p> <p>14 was given an opportunity to read and correct said</p> <p>15 deposition and to subscribe the same.</p> <p>16 I further certify that I am not of counsel nor</p> <p>17 attorney for either or any of the parties in the</p> <p>18 deposition and caption named, or in any way interested in</p> <p>19 the outcome of the cause named in said caption.</p> <p>20 </p> <p>21 DEPOSITION OFFICER, CSR 6922</p> <p>22</p> <p>23</p> <p>24 Date: 9th day of May, 2017</p> <p>25</p>	<p style="text-align: center;">1 ERRATA SHEET</p> <p>2 Page Line Should read: Reason for Change:</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 Date: _____</p> <p>24 Signature of Witness _____</p> <p>25 Name Typed or Printed _____</p>
<p style="text-align: center;">1 ERRATA SHEET</p> <p>2</p> <p>3</p> <p>4</p> <p>5 I declare under penalty of perjury that I have read the</p> <p>6 foregoing _____ pages of my testimony, taken</p> <p>7 on _____ (date) at</p> <p>8 _____ (city), _____ (state),</p> <p>9</p> <p>10 and that the same is a true record of the testimony given</p> <p>11 by me at the time and place herein</p> <p>12 above set forth, with the following exceptions:</p> <p>13</p> <p>14 Page Line Should read: Reason for Change:</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>



Brenske & Andreevski  
3800 Howard Hughes Parkway, Suite 500  
Las Vegas, Nevada 89169  
(702) 385-3300 • Fax (702) 385-3823

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# Exhibit “2”

1 **ANS**  
2 **TIMOTHY F. HUNTER, ESQ.**  
3 Nevada Bar No. 010622  
4 **RAY LEGO & ASSOCIATES**  
5 7450 Arroyo Crossing Parkway, Suite 250  
Las Vegas, NV 89113  
6 Tel: (702) 479-4350  
Fax: (702) 270-4602  
7 [tfhunter@travelers.com](mailto:tfhunter@travelers.com)

ELECTRONICALLY SERVED  
10/17/2016 10:39:26 AM

8 Attorney for Defendant,  
9 **AD ART, INC.**

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 **CHARLES SCHUELER,**

**CASE NO.: A-15-722391-C**

13 Plaintiff,

**DEPT. NO.: XVII**

14 vs.

15 **MGM GRAND HOTEL, LLC, a Domestic**  
16 **Limited Liability Company d/b/a MGM**  
17 **GRAND; MGM RESORTS**  
18 **INTERNATIONAL, a Foreign Corporation**  
19 **d/b/a MGM GRAND; AD ART, INC., a**  
20 **Foreign Corporation; 3A COMPOSITES USA**  
21 **INC., a Foreign Corporation a/k/a**  
22 **ALUCOBOND TECHNOLOGIES**  
23 **CORPORATION; DOES 1 - 25; ROE**  
24 **CORPORATIONS 1 - 25; inclusive,**

25 Defendants.

26 **DEFENDANT AD ART, INC.'S ANSWERS TO PLAINTIFF'S INTERROGATORIES,**  
27 **SET TWO**

28 Defendant AD ART, INC. ("Defendant") by and through their counsel, Timothy F. Hunter of Ray Lego & Associates, hereby answers the second set of Interrogatories propounded by Plaintiff CHARLES SCHUELER ("Plaintiff") as follows:

**GENERAL OBJECTIONS**

1. Defendant objects to Plaintiff's Interrogatories to the extent they seek documents or disclosure of information that is protected from disclosure by the attorney-client privilege in accordance with Rule 26 of the Nevada Rules of Civil Procedure and NRS 89.095.

2. Defendant objects to Plaintiff's Interrogatories to the extent they seek documents

1 or disclosure of information that is protected from disclosure by the work-product exemption in  
2 accordance with NRCP 26(b)(3) and applicable case law.

3 3. Defendant objects to Plaintiff's Interrogatories to the extent they seek documents  
4 or information protected from disclosure pursuant to the consultant/expert exemption in  
5 accordance with NRCP 26(b)(4) and applicable case law.

6 4. Defendant objects to Plaintiff's Interrogatories to the extent they seek trade  
7 secrets, commercially sensitive information, or confidential proprietary data entitled to  
8 protection under NRCP 26(c)(7). *Also see* NRS 49.325.

9 5. Defendant objects to Plaintiff's Interrogatories pursuant to NRCP 33(d) in that  
10 Plaintiff seeks a compilation or summary of information which can be gleaned from voluminous  
11 documents Defendant has already produced to Plaintiff herein.

12 6. This response is made on the basis of information and writings available to and  
13 located by Defendant upon reasonable investigation of records. There may be other and further  
14 information respecting the Discovery propounded by Plaintiff of which Defendant, despite  
15 reasonable investigation and inquiry are presently unaware. Defendant reserves the right to  
16 modify or enlarge any response with such pertinent additional information as may be  
17 subsequently discovered.

18 7. No incident or implied admissions will be made by the Answers set forth herein  
19 below. The fact that Defendant may answer or object to any Interrogatory, or any part thereof,  
20 shall not be deemed an admission that Defendant accepts or admits the existence of any facts set  
21 forth or assumed by such Interrogatory, or that such response constitutes admissible evidence.  
22 The fact that Defendant answers any Interrogatory is not deemed a waiver by Defendant of its  
23 objections, including privilege, to other parts of such Interrogatory.

24 8. Defendant objects to any instruction or Interrogatory to the extent that it would  
25 impose upon Defendant greater duties than those which are set forth under the Nevada Rules of  
26 Civil Procedure. Defendant will supplement its answer to those Interrogatories as required by  
27 NRCP 26(e).

28



ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 40:

Please list the names, business addresses, and positions of Defendant's corporate directors and/or corporate officers from the date of incorporation to present.

ANSWER TO INTERROGATORY NO. 40:

Defendant incorporates each General Objection by reference herein. Defendant further objects to this interrogatory on the grounds that it is compound. Defendant further objects to this interrogatory on the grounds that the term "position" is vague and ambiguous, and on that basis unduly burdensome and oppressive. Subject to and without waiving the foregoing objections, Defendant responds as follows:

The following individuals have been corporate officers and/or directors from the date of incorporation to the present:

- Terry Long, CEO/Chairman – 150 Executive Park Bl., Suite 2100, San Francisco, CA 94134;
- Jeremy Anderson, VP, Secretary/Treasurer, Director – 150 Executive Park Bl., Suite 2100, San Francisco, CA 94134; and
- Robert Kierejczyk, President, Director – 5090 Fruit Ave., Suite 101 – San Francisco, CA 93711.

The following individuals are Defendant's current corporate officers, but did not hold those positions at time of incorporation:

- Dana Long, Vice President & General Counsel – 150 Executive Park Bl., Suite 2100, San Francisco, CA 94134;
- David Esajian, Branch Manager & Director – 5090 Fruit Ave., Suite 101 – San Francisco, CA 93711;
- Duane Contento – Executive V.P., Director, 2321 Rosecrans Ave., Suite 1250, El Segundo, CA 90245; and