

RUTH COHEN, an individual,)
)
 Appellant/Cross-Respondent,)
)
 v.)
)
 PAUL PADDA, et al.)
)
 Respondents/Cross-Appellants.)
)

Supreme Court Case No. 81018
(Consolidated with Supreme Court
Case No. 81172)
On Appeal from District Court
Case No. A-19-792599-B

TAB	VOL.	DOCUMENT	DATE	PAGES
23	10	Appendix of Exhibits to Defendants' Motion for Attorneys' Fees	March 11, 2020	2004-2164
10	5-7	Appendix of Exhibits to Defendants' Motion for Sanctions Against Plaintiff on An Order Shortening Time <i>FILED UNDER SEAL</i>	January 16, 2020	0891-1400 (891-1096 Vol. 5) (1097-1317 Vol. 6) (1318-1400 Vol. 7)
6	2-3	Appendix of Exhibits to Defendants' Motion for Summary Judgment <i>FILED UNDER SEAL</i>	December 18, 2019	0188-0627 (188-408 Vol. 2) (409-627 Vol. 3)
31	15	Appendix to Defendants' Reply in Support of Motion for Attorneys' Fees	April 9, 2020	3100-3226
00	1	Case Summary from District Court	N/A	0001-0057
1	1	Complaint	April 9, 2019	0058-0077

TAB	VOL.	DOCUMENT	DATE	PAGES
22	10	Defendants' Motion for Attorneys' Fees	March 11, 2020	1976-2003
21	9	Defendants' Motion for Attorneys' Fees on an Order Shortening Time for Hearing	March 10, 2020	1795-1975
9	5	Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time for Hearing REDACTED	January 16, 2020	0864-0890
5	1	Defendants' Motion for Summary Judgment FILED UNDER SEAL	December 18, 2019	0154-0187
20	9	Defendants' Opposition to Plaintiff's Motion for Reconsideration	March 6, 2020	1738-1794
15	8	Hearing Transcript for Defendants' Motion for Summary Judgment	January 27, 2020	1685-1696
29	15	Notice of Appeal	April 8, 2020	3055-3082
34	15	Notice of Cross-Appeal	May 11, 2020	3238-3248
33	15	Notice of Entry of Order Denying Defendants' Motion for Attorneys' Fees	April 30, 2020	3231-3237
16	8	Notice of Entry of Order Denying Motion for Sanctions and Awarding Attorney's Fees	February 3, 2020	1697-1702
28	15	Notice of Entry of Order Denying Plaintiff's Motion for Reconsideration	March 31, 2020	3046-3054

TAB	VOL.	DOCUMENT	DATE	PAGES
18	8	Notice of Entry of Order Granting Defendants' Motion for Summary Judgment	February 18, 2020	1713-1726
32	15	Order Denying Defendants' Motion for Attorneys' Fees	April 29, 2020	3227-3230
27	15	Order Denying Plaintiff's Motion for Reconsideration	March 31, 2020	3040-3045
17	8	Order Granting Defendants' Motion for Summary Judgment	February 18, 2020	1703-1712
2	1	Paul Padda Answer to Complaint	May 10, 2019	0078-0105
3	1	Paul Padda Law, PLLC's Answer to Complaint	May 10, 2019	0106-0126
26	11-14	Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Attorneys' Fees FILED UNDER SEAL	March 25, 2020	2188-3039 (2188-2416 Vol. 11) (2417-2650 Vol. 12) (2651-2880 Vol. 13) (2881-3039 Vol. 14)
12	7	Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time FILE UNDER SEAL	January 21, 2020	1426-1544
8	4	Plaintiff's Appendix of Exhibits to Opposition to Defendants' Motion for Summary Judgment FILED UNDER SEAL	January 10, 2020	0660-0863

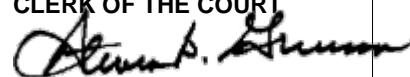
TAB	VOL.	DOCUMENT	DATE	PAGES
19	8	Plaintiff's Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment; Judgment	February 21, 2020	1727-1737
25	10	Plaintiff's Opposition to Defendants' Motion for Attorneys' Fees	March 25, 2020	2174-2187
11	7	Plaintiff's Opposition to Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time	January 21, 2020	1401-1425
7	4	Plaintiff's Opposition to Defendants' Motion for Summary Judgment	January 10, 2020	0628-0659
24	10	Plaintiff's Reply in Support of Motion for Reconsideration of Order Granting Defendants' Motion for Summary Judgment; Judgment	March 16, 2020	2165-2173
4	1	Plaintiff's Response to Defendants' Request for Admissions (First Set)	October 28, 2019	0127-0153
13	8	Reply in Support of Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time for Hearing	January 21, 2020	1545-1653
14	8	Reply in Support of Defendants' Motion for Summary Judgment	January 24, 2020	1654-1684

TAB	VOL.	DOCUMENT	DATE	PAGES
30	15	Reply in Support of Motion for Attorneys' Fees	April 9, 2020	3083-3099

10

FILED UNDER SEAL
(1318-1400)

11

**Marquis Aurbach Coffing**

Liane K. Wakayama, Esq.
Nevada Bar No. 11313
Jared M. Moser, Esq.
Nevada Bar No. 13003
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
lwakayama@maclaw.com
jmoser@maclaw.com

Campbell & Williams

Donald J. Campbell, Esq.
Nevada Bar No. 1216
Samuel R. Mirkovich, Esq.
Nevada Bar No. 11662
700 South Seventh Street
Las Vegas, Nevada 89101
Telephone: (702) 382-5222
Facsimile: (702) 382-0540
djc@cwlawlv.com
srm@cwlawlv.com

Attorneys for Plaintiff Ruth L. Cohen

DISTRICT COURT**CLARK COUNTY, NEVADA**

RUTH L. COHEN, an individual,

Plaintiff,

vs.

PAUL S. PADDA, an individual; PAUL
PADDA LAW, PLLC, a Nevada professional
limited liability company; DOE individuals I-X;
and, ROE entities I-X,

Defendants.

Case No.: A-19-792599-B

Dept. No.: XI

**PLAINTIFF'S OPPOSITION TO
DEFENDANTS' MOTION FOR
SANCTIONS AGAINST PLAINTIFF ON
AN ORDER SHORTENING TIME**

Date of Hearing: January 22, 2020

Time of Hearing: 9:00 a.m.

Plaintiff Ruth L. Cohen ("Ms. Cohen"), by and through her attorneys of record, the law firm of Marquis Aurbach Coffing and the law firm of Campbell & Williams, hereby files her Opposition to Defendants' Motion for Sanctions Against Plaintiff on and Order Shortening Time ("Opposition"). This Opposition is made and based upon the pleadings and papers on file herein, the following points and authorities, and any argument allowed by the Court at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES**I. INTRODUCTION**

The Defendants Paul Padda (“Mr. Padda”) and Paul Padda Law, PLLC (“Padda Law,” and together “Defendants”) have filed a Motion for Sanctions Against Plaintiff (“Motion”), in which Defendants exhibit their desperation by casting unfounded aspersions on Ms. Cohen by alleging discovery abuses, witness tampering, and a laundry list of other purportedly terrible conduct.

Defendants’ Motion is meritless and should be denied, this case should proceed to trial on February 10, 2020, and be decided on the merits.

II. RELEVANT BACKGROUND**A. MS. COHEN’S PRIOR COMPLAINT IS NOT INACCURATE.**

Defendants seek to manipulate words and take questions and answers out of context. A review and comparison of Ms. Cohen’s deposition testimony and Complaint show that they are not inconsistent.

Ms. Cohen’s operative Complaint states, “Padda verbally represented to Ms. Cohen, in or around the fourth quarter of 2015, that the value of Garland’s case was no more than \$10,000, and that C & P would likely have to reduce its fee recovery in order for Garland to recover anything.”¹ The Complaint also provides, as Defendants state, Mr. “Padda’s representations to Ms. Cohen were false and intentional and, upon information and belief, he knew them to be false or, alternatively, had an insufficient basis to make the representation.”² Both of these allegations remain true, and they are consistent with the bulk of related testimony that Defendants conveniently omit:

Q. [S. Peek] I think you told me that Mr. Padda had said to you something along the lines that Garland only wants \$10,000, and that should -- that should resolve it?

MS. WAKAYAMA: Objection; assumes facts not

¹ Compl., at 6, ¶ 36.

² Id. at ¶ 37.

1 in evidence, mischaracterizes her testimony.

2 Q. (By Mr. Peek) Go ahead.

3 A. Not what I said.

4 Q. What's that?

5 A. That's not what I said.

6 Q. What did you say, then?
7 I remember something about \$10,000 and –

8 A. Paul came to me after the insurance interview
9 I don't remember how long an interval afterwards, and
10 he said to me, "Look, Ruth, I want to put 10 grand in
11 Garland's pocket, but we're going to have to cut fees
12 to do it."

13 I said, "Fine." We always did that.

14 Q. And when was -- when was that conversation?

15 A. I don't remember. Before he settled it. ...³

16 Again, Defendants want to call foul because the directly quoted language of the
17 Complaint, drafted by Ms. Cohen's counsel, was not verbatim to her deposition testimony when
18 her deposition testimony consistently explains the basis for the allegation, actually demonstrating
19 that Ms. Cohen's testimony was genuine. Neither alone nor with the other instances of
20 Defendants' gratuitous mudslinging does this "discrepancy" – if one could even call it that – call
21 for sanctions, let alone case-ending sanctions.

22 Defendants further contend Ms. Cohen alleged Mr. Padda's misrepresentations to have
23 occurred in late 2015 before later testifying that it was before the Garland case settled that the
24 representation occurred.⁴ This is also trivial. *See Ren v. Holder*, 648 F.3d 1079, 1086 (9th Cir.
25 2011) (holding that an immigration judge erred by making an adverse credibility finding when
26 petitioner narrowed a time frame to several months); *Stevenson v. Comm'r of Correction*, 165

27 ³ R. Cohen Depo. Tr., Vol. II, dated July 23, 2019, at 253, attached hereto as **Exhibit 1**.

28 ⁴ See Defs.' Mot., at 3.

1 Conn. App. 355, 373, 139 A.3d 718, 729 (2016) (noting that where “the date was a mistake,” the
2 proponent could offer an explanation and leave the credibility determination to a jury).

3 Of course, Defendants concealed the Garland settlement from Ms. Cohen, even before
4 the September 12, 2016 fraudulent Business Expectancy Interest Resolution Agreement (the
5 “Fraudulent Agreement”) was executed, and Ms. Cohen did not learn the settlement had
6 occurred in August 2016 until opposing counsel in that case responded to a subpoena from Ms.
7 Cohen’s counsel in this case. Indeed, Defendants purposefully withheld these documents in their
8 own Rule 16.1 disclosures and supplements thereto, thus completely disregarding their
9 affirmative duty to disclose.⁵

10 **B. MS. COHEN’S TWO-DAY DEPOSITION.**

11 The bases for Ms. Cohen’s request for a “staggered” deposition are set forth in her
12 Motion for Protective Order Regarding Plaintiff’s Deposition (“Motion for Protective Order”),
13 and this Opposition will not regurgitate the supporting facts or legal argument here other than to
14 incorporate here by this reference all factual and legal support contained in the Motion for
15 Protective Order.⁶

16 **1. Ms. Cohen Proves Her Need for a Staggered Deposition.**

17 Suffice it to say, after extended discussions regarding Ms. Cohen’s health condition and
18 request for a deposition broken into two days of no more than 3.5 hours each, Defendants
19 demanded, and Ms. Cohen obliged with several supporting materials including: (1) a sworn
20 declaration of Ms. Cohen; (2) a hand-written note on prescription paper from Dr. Scott Harris,
21 D.O., her rheumatologist; and (3) a signed letter, on practice letterhead, from Dr. Michael
22 McKenna, M.D., Ms. Cohen’s pain management specialist.⁷ All of these documents confirmed
23 that Ms. Cohen should not be required to sit longer than three to four hours at a time.

24 ⁵ See Ex. 1, Cohen Tr., Vol. II, at 253; see also Lewis Brisbois Subpoena Response, date stamped July 10,
25 2019, at GARLAND 000047-48, 60, relevant excerpts from which are attached hereto as **Exhibit 2** (date
26 stamped two weeks before Ms. Cohen’s deposition and four months after the Complaint was drafted and
verification signed).

27 ⁶ See Pl.’s Mot. for Protective Order Regarding Pl.’s Deposition (filed July 8, 2019), on file herein.

28 ⁷ See *id.* at Ex. 3.

1 The Court has already ruled on this issue by having granted the staggered deposition, and
2 Ms. Cohen has presented independent, objective evidence to support her request. Thus,
3 Defendants' arguments on this subject should be given short shrift, and their Motion ought to be
4 denied.

5 **2. Defendants' Private Investigators Made Selective Observations.**

6 Regarding the observations of Defendants private investigators ("PIs"), who stalked Ms.
7 Cohen to and from her home, what Defendants and their PIs do not acknowledge is the state or
8 comfort level of the chairs in which she sat to gamble, or the breaks that she took to use the
9 restroom, instead suggesting that a 70-year-old woman would go five hours without doing so –
10 all without providing any type of continuous footage.⁸

11 Although one of Defendants' PIs suggests that Ms. Cohen was exceptionally nimble in
12 exiting a parking garage at Tivoli Village on July 2, 2019, causing him to lose his surveillanvve
13 of her. Defendants and their PIs, though, were unaware that Ms. Cohen was traveling to visit her
14 hairdresser on July 2, 2019, collapsed curbside near Leoné Café, and had to be helped, which
15 activity drew the attention of many people, including security.

16 The Court should give these allegations the attention they deserve – little or none.
17 Indeed, "[i]t is well established that the jury determines the weight of the evidence and
18 credibility of the witnesses." *Morgan v. State*, 134 Nev. 200, 216, 416 P.3d 212, 227 (2018)
19 (citation omitted); *see also Franks v. State*, 135 Nev. 1, 7, 432 P.3d 752, 757 (2019) ("It is the
20 jury's function, not that of the court, to assess the weight of the evidence and determine the
21 credibility of witnesses.") (citing *Rose v. State*, 123 Nev. 194, 202-03, 163 P.3d 408, 414 (2007))
22 (alteration omitted). Thus, the Court should deny Defendants' Motion and let the jury do its job.

23 **3. Ms. Cohen Has Been Wheelchair-Bound Since July 2019, and Now**
24 **Cannot Stand for Any Length of Time.**

25 Since her fall on July 2, 2019, Ms. Cohen has been wheelchair-bound, as this Court has
26 observed firsthand. Defendants make much of Ms. Cohen's sitting on an airplane or through

27 ⁸ See Defs.' Mot., at 4; *see also generally* Opp. to Pl.'s Mot. for Protective Order (filed July 11, 2019), on
28 file herein.

multiple depositions, but as Defendants and their counsel have, themselves, also witnessed since July, Ms. Cohen cannot leave her wheelchair. She now has no choice *but* to sit, despite the pain that sitting causes her.⁹ Defendants' insensitive and impractical position that Ms. Cohen's restrictions in mobility should be held against her and, in fact, end her case, is tantamount to criticizing a man or woman that has been blinded since witnessing a crime and accusing the same of being complicit because he or she cannot pick the suspect out of a lineup. Given the choice, Ms. Cohen would certainly choose not to be in a wheelchair, and to suggest that she be punished for the same is, to use Defendants' word, "abhorrent."

For these reasons, the Court should disregard Defendants' mischaracterizations and deny the Motion and the dispositive sanctions requested therein.

C. MS. COHEN DID NOT LIE IN HER DEPOSITION.

1. From Her Lay Understanding, Ms. Cohen's Computer was Wiped.

As Ms. Cohen testified, after Defendants locked her out of the office without warning, withholding her computer and other belongings, following continuing efforts on Ms. Cohen's part, she would eventually get the computer back weeks later.¹⁰ When she got it back, though, she further testified as follows:

... My computer was wiped clean. I **had no more information on it**, and he had shut off my e-mail. ... I **couldn't get into my files**. I had personal things that I had put down for these employment clients. I had no way to reach them. I had no way to do anything. I just had some dumb ass computer delivered to my house, which immediately went off, anyway. I told you it was totally wiped clean. ... They were my files of the employment case where I put -- if they sent me an e-mail, I'd shove the e-mail over to the side file, **put everything on a side file, so I had it all in one place. All those side files were gone.**¹¹

There has been no dispute that Ms. Cohen could no longer access her files, folders, and documents to which she previously enjoyed access. Thus, as her expert Michael Holpuch of

⁹ Ms. Cohen's pain, which has since been attributed to diabetic neuropathy, has also been greatly reduced by a very significant increase in her nerve pain medication dosage.

¹⁰ See generally R. Cohen Depo. Tr., Vol. I, dated July 22, 2019, at 108, attached hereto as **Exhibit 3**.

¹¹ *Id.* at 108:15-23, 110:13-17 (emphases added).

1 HOLO Discovery has opined – that to an unsophisticated computer user such as Ms. Cohen – the
2 computer would, indeed, have appeared to have been wiped clean.¹²

3 No nefarious or malevolent conduct has occurred, and the jury will have its opportunity
4 to consider the parties’ respective views on this subject. The Motion should, therefore, be
5 denied.

6 **2. Ms. Cohen’s Cashing of Checks is Immaterial but, Nevertheless,**
7 **Substantially Consistent with the Other Evidence Herein.**

8 Defendants make much ado about Ms. Cohen’s inability to follow Defendants’ counsel’s
9 confusing line of questioning in her deposition.¹³ Notwithstanding the fact that the minor
10 discrepancies regarding deposit timing and amounts are explainable, whether or not Ms. Cohen’s
11 testimony is accurate and the weight it deserves are both considerations for the jury and clearly
12 not proper subjects of a baseless motion for case-ending sanctions.

13 Moreover, when the Court reviews Ms. Cohen’s deposition transcript, it will see that
14 Defendants’ counsel sought to intentionally confuse and rattle Ms. Cohen by asking the same
15 questions that had been asked and answered the day before and doing so by (1) changing the
16 facts he purported to be seeking to confirm and (2) repeatedly returning to subject matter to
17 which Ms. Cohen had already testified she did not remember. For example, counsel first asked
18 Ms. Cohen to confirm a “first check” from Mr. Padda in the amount of \$8,000, then he changed
19 the question to confirm the same “first check” in the amount of \$10,000.¹⁴ Despite Ms. Cohen’s
20 expressed confusion and inability to remember the details, Defendants’ counsel pushed Ms.
21 Cohen on the subject, proceeding to lodge questions about portions of the unconfirmed \$10,000
22 going to Ms. Cohen’s CPA (a line of questioning that had already been visited in the previous
23 day’s session), and continuing to ask the same questions about \$2,000 to the CPA and a \$10,000

24
25 ¹² See Defs.’ Mot. and corresponding Appendix of Exhibits, Ex. 4 (Report of Michael Holpuch), at Ex.
26 Page 068 (bates stamped COHEN 000655).

27 ¹³ See Defs.’ Mot., at 5-6.

28 ¹⁴ Ex. 1, Cohen Tr., Vol. II, at 278:14-279:7.

1 payment to Ms. Cohen.¹⁵ As the questioning continued, counsel proceeded to interrogate Ms.
2 Cohen who testified to what she could recall relative to the depositing or cashing of checks and
3 her reasons for doing so.¹⁶

4 How much weight to afford Ms. Cohen's testimony about check cashing, to the extent it
5 is even germane to the key issues in the case, is a question for the jury. Her testimony can be
6 and has been explained, and it certainly does not warrant case-ending sanctions. The Motion
7 should, therefore, be denied.

8 **3. Ms. Cohen's Tax Issues Related to Higher-than-Normal Revenues**
9 **During the 2014 Taxable Year, Not Her Gambling Winnings or**
10 **Losses.**

11 Ms. Cohen has testified regarding the basis for her tax liability, and the documents
12 produced by her CPA, Daniel Kim, reflect that the IRS's error in failing to offset gambling
13 winnings with losses was not inconsistent with her testimony.

14 Ms. Cohen explained:

15 ... that particular year we got quite a bit of money. It was the one year we got
16 money. It threw me -- like 120,000 was the partnership share, I believe. That
17 threw me into a whole nother [sic] tax bracket with my retirement. So when I
18 went to get my taxes done and Alan Marlow [her former CPA, now deceased]
19 says, You owe 60 grand, I'm like, well, huh? Well, most of that, which I didn't
20 realize, was social security disability tax. I didn't know I was supposed to pay it,
21 and I was social security age. So I said to the accountant, 'I'm social security age.
22 What am I paying social security for? I don't want any more social security.' He
23 says, 'You got to pay it anyway, and here's your fine.' So I was stuck.¹⁷

24 When the Court looks to the documents referenced by Defendants, namely, Ms. Cohen's
25 amended 2014 tax return, it is clear that the tax liability of \$64,054 arose from simple arithmetic,
26 using the income for the year; the gambling wins and losses had next to nothing to do with her
27 tax liability.¹⁸ Defendants' disparagement of Ms. Cohen's account of events does not warrant

28 ¹⁵ Compare *id.* at 278:10-279:22, with Ex. 3, Cohen Tr., Vol. I, at 150-51.

¹⁶ Ex. 3, Cohen Tr., Vol. II, at 280:20-281:24.

¹⁷ Compare *id.* at 146:15-147:6, with Defs.' Mot. and corresponding Appendix of Exhibits, Ex. 7, at KIM 000017-18 (reflecting that IRS did not account for gambling losses from 2014).

¹⁸ See generally Cohen 2014 Amended Tax Return, at KIM000023, filed under seal herewith as **Exhibit 4** (reflecting taxes due based on 2014 income and simple arithmetic, and correcting previous reporting of gambling income and losses, which effectively offset, still resulting in tax liability of \$63,580).

case-dispositive sanctions as the weight and credibility of the evidence is for the jury's determination.

4. **Statements in Ms. Cohen's Offer in Compromise ("OIC"), Whether Accurate or Not, Have No Bearing on These Proceedings, and Do Not Support Defendants' Request for Dispositive Sanctions.**

Defendants point out inconsistencies between documents they obtained during discovery in this case and a completely unrelated matter involving a federal agency and which did not involve Defendants. Again, the jury is to determine the credibility of a witness and the weight to be afforded one's testimony.

Additionally, Defendants cite to no authority whatsoever that supports their leap from an inconsistency in a prior statement in unrelated proceedings to case-ending sanctions here. In any event, Ms. Cohen's (or her CPA's) statements in those unrelated, quasi-judicial proceedings are absolutely privileged. *See Circus Circus Hotels, Inc. v. Witherspoon*, 99 Nev. 56, 60, 657 P.2d 101, 104 (1983) (acknowledging absolute litigation privilege); *see also Sahara Gaming Corp. v. Culinary Workers Union Local 226*, 115 Nev. 212, 216, 984 P.2d 164, 167 (1999) (extending absolute litigation privilege to quasi-judicial proceedings); *Clark Cnty. School Dist. v. Virtual Educ. Software, Inc.*, 125 Nev. 374, 382, 213 P.3d 496, 502 (2009) ("[B]ecause the scope of the absolute privilege is broad, a court determining whether the privilege applies should resolve any doubt in favor of a broad application.").

Thus, to the extent such evidence is even admissible at trial, it will be for the jury's consideration and is not a basis for any sanction in this case, let alone the dispositive sanctions Defendants request.

D. TRAVEL TO HAWAII WAS DONE AT DEFENDANTS' INSISTENCE.

This issue of Karla Koutz's ("Ms. Koutz") deposition has already been argued and considered by this Court. As the Court is already aware from the briefing on file, it was

According to the IRS, "When you don't pay your first bill for taxes due, a lien is created by law and attaches to your property." Publication 594, *The IRS Collection Process* (rev. July 2018), available at <https://www.irs.gov/pub/irs-pdf/p594.pdf> (last visited Jan. 17, 2020). In other words, Ms. Cohen need have only missed one payment for the lien to be assessed.

1 *Defendants* who insisted that Ms. Koutz's deposition be taken in Hawai'i.¹⁹

2 Contrary to the representations in Defendants' Motion, Defendants' counsel stated to Ms.
3 Cohen's counsel in their July 31, 2019, meet-and-confer call that, as relates to using payment of
4 Ms. Koutz's travel expense against her or Ms. Cohen, "I wouldn't do that"; this understanding
5 was reiterated and never corrected in numerous follow-up emails.²⁰ Subsequently, when
6 Defendants' counsel reneged on that representation, an email exchange ensued wherein, rather
7 than explain the apparent about-face in his position, Defendants' counsel lodged personal attacks
8 against Ms. Cohen's counsel instead, refusing to engage in a dialogue to reconcile what seemed
9 to be a diametrically opposed commitment and subsequent outcome.²¹

10 Because Ms. Koutz is a key witness to events relevant to the claims and defenses in this
11 matter, Ms. Cohen's counsel suggested three options: (1) split the cost of Ms. Koutz travel
12 expense between Ms. Cohen and Defendants; (2) Ms. Cohen would bear the cost provided that
13 Defendants enter into a stipulation that there will be no negative inferences in doing so (which
14 would also include her trial testimony); or (3) the parties and counsel travel to Hawai'i for the
15 deposition.²² After Defendants' counsel reneged on the previous commitment and affirmatively
16 chose the third option (go to Hawai'i), Ms. Cohen was forced to file a motion for protective
17 order, which the Court denied.²³

18 Ultimately, Ms. Koutz's deposition was taken in Hawai'i so as to avoid any negative
19 inference at the time of trial that Defendants sought to create in the event Ms. Koutz's travel
20

21
22 ¹⁹ See Pl.'s Mot. for Protective Order Re: Karla Koutz's Deposition (filed Aug. 20, 2019), at 3-4 (Decl. of
Liane K. Wakayama, Esq.), on file herein.

23 ²⁰ See Email exchange between S. Peek and J. Moser, dated Aug. 9-15, 2019, attached hereto as
24 **Exhibit 5**.

25 ²¹ See *id.* Notably, Mr. Peek never denies making his later-disavowed commitment. Rather, his only
response was to broadside Mr. Moser with ad hominem attacks on his professionalism. See *id.*

26 ²² *Id.* at 7.

27 ²³ See Hearing Minutes, dated Aug. 26, 2019, on file herein. At this hearing, the Court mentioned to
28 counsel that they had been working so hard and why not go to Hawaii, to which defense counsel agreed.

1 expense was paid by Ms. Cohen. Here again, this does not provide any basis for case-ending
2 sanctions, or any sanctions at all, for that matter.

3 **E. MS. COHEN DID NOT LIE IN HER WRITTEN DISCOVERY**
4 **RESPONSES.**

5 **1. There Was Nothing Improper About Ms. Cohen's Responses**
6 **Regarding Communications With Wayne Price, Especially Compared**
to Defendants' Stark Dishonesty.

7 Defendants misstate the breadth of their discovery requests in their Motion and fault Ms.
8 Cohen for not producing non-responsive email communications.²⁴ The truth would ultimately
9 reveal that the communications with Mr. Price in July and August 2019 did not “relate to this
10 lawsuit,” and to the extent they did, Defendants already possessed the emails, and Ms. Cohen
11 was blind copied on one of them. Others were forwarded emails of Mr. Padda’s or Ms.
12 Davidson’s communications with Mr. Price to Ms. Cohen, again already in the possession of
13 Defendants.

14 More troubling is *Defendants’* representations to this Court that no further
15 communications between Defendants and Mr. Price existed; even going so far as to file a
16 “Certificate of Compliance.”²⁵ It seems Defendants deceived their own attorneys into making
17 unknowing misrepresentations to this Court because, just four days later, Mr. Price was re-
18 deposed and testified to additional electronic communications with Mr. Padda in August and
19 September 2018²⁶

20 In short, Ms. Cohen has complied with her obligations to the best of her ability in
21 responding to the requests propounded by Defendants.²⁷ Ms. Cohen has never had any

22
23 ²⁴ *Compare Defs.’ Mot.*, at 10:17-22 (misrepresenting that “Defendants served written discovery requests
24 ... for production of *any written communications* with Mr. Price as well as several other witnesses”) (emphasis added), *with Defs.’ Mot. to Compel and Appendix of Exhibits* thereto, (both filed Jan. 2, 2020),
Ex. 1, at APP011-12 (requesting communications “related to the above-captioned lawsuit”).

25 ²⁵ *Cert. of Compliance Regarding Wayne Price Documents* (filed Dec. 19, 2019), at 2, ¶ 2, on file herein.

26 ²⁶ *See W. Price Depo. Tr., Vol. II*, dated Dec. 23, 2019, at 15-17, true and accurate copies of the relevant
27 excerpts from which are attached hereto as **Exhibit 6**.

28 ²⁷ To the extent Defendants now wish to challenge Ms. Cohen’s objections to overly broad, ambiguous,
and otherwise improper discovery requests, they failed to timely do so at any time before this Motion,

obligation to produce non-responsive and irrelevant emails like the ones with which Defendants take issue – *e.g.*, wherein Mr. Price seeks Ms. Cohen’s legal feedback on an unrelated employment agreement. In fact, the moment Mr. Price testified that other emails existed with Ms. Cohen, Holo was proactively and immediately contacted by Ms. Cohen’s counsel to find those emails. Conversely, it is *Defendants* who appear to have misled both their counsel and this Court.²⁸

2. **Ms. Cohen’s Responses to Improper Requests for Admission and the Veracity Thereof Are Not Appropriate Subjects of the Instant Motion and Should Be Left for the Jury’s Consideration.**

A request for admission that calls “for either crucial facts central to the lawsuit or legal concessions” are improper, and Ms. Cohen was justified in denying the request. *Morgan v. Demille*, 106 Nev. 671, 676, 799 P.2d 561, 564 (1990) (“Therefore, respondent’s response to this request for admission was proper and appellants’ request for attorney’s fees [as a sanction under NRCPP 37] is without merit.”), *superseded by statute on other grounds as stated in RTTC Commc’ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 110 P.3d 24 (2005); *Olivero v. Lowe*, 116 Nev. 395, 404-05, 995 P.2d 1023, 1029 (2000) (finding denial of sanction proper where requests sought admissions on “crucial facts central to the lawsuit”). Requests for admission are appropriate for determination of facts such as “delivery, ownership of an automobile, master and servant relationship, and other facts of that nature which are not in dispute and of which an admission will greatly facilitate the proof at trial. It is not intended to be used to cover the entire case and every item of evidence.” *Id.* (citation omitted).

much less to even request a meet-and-confer on the issue(s). They cannot seek to end the case on that basis at this point. *See Cardoza v. Bloomin’ Brands, Inc.*, 141 F. Supp. 3d 1137, 1145-46 (D. Nev. 2015) (discussing meet-and-confer obligations as prerequisite to court intervention on discovery disputes); *Albourn v. Koe, M.D., et al.*, Discovery Comm’r Op. # 10 (Nov. 2001) (citing *Schick v. Fragin*, 1997 Bankr. Lexis 1250 (Bankr. S.D.N.Y. 1997), and *Tri-Star Pictures v. Unger*, 171 F.R.D. 94 (S.D.N.Y. 1997)) (noting that failure to comply with the good-faith meet-and-confer requirement warrants denial of a discovery-related motion); *see also generally Croons v. N.Y. State Office of Mental Health*, 304 F.R.D. 98 (N.D.N.Y. 2015) (finding no misconduct where no timely challenge was lodged against discovery objections and failure to produce).

²⁸ To the extent Defendants claim to have just discovered that Ms. Cohen was using a separate laptop, this argument is disingenuous, at best, and fabricated, at worst. Ms. Cohen paid Ms. Davidson directly to purchase the laptop from Defendants, so they were fully aware of its existence and Ms. Cohen’s possession and use of the same.

Here, Defendants take issue with Ms. Cohen's denial of several requests to admit: (1) that she was suspended from the practice of law, a point on which Defendants rely to justify ignoring their contractual obligation to pay her; (2) her access to Defendants' Needles case management software, a critical fact on which Defendants rely to argue Ms. Cohen was fully aware of the value of the Moradi case despite her complete lack of involvement in the same; (3) her receipt of an email chain on which she was only CC'ed, with a 41-page attachment, in a case in which she had no involvement, again to try to argue against the critical fact that Ms. Cohen was completely unaware of what was happening in the Moradi case; and (4) that wagering money is a recreational activity, to which Ms. Cohen objected based on the ambiguity in the phrase "recreational activity."²⁹

Nevertheless, to the extent Defendants believe the discovery responses are inaccurate, they may address the same through cross-examination at trial, and the jury can decide how much weight to give Ms. Cohen's testimony.

3. Defendants' Insistence on Precise Dates of Mr. Padda's Misrepresentations Regarding the Relevant Cases Exceeds the Requirements Under NRCP 9 and 33.

"The circumstances [of fraud] that must be detailed include averments to the time, the place, the identity of the parties involved, and the nature of the fraud or mistake." *Brown v. Kellar*, 97 Nev. 582, 583-84, 636 P.2d 874, 874 (1981) (citation omitted). The purpose of requiring this detail is "to afford adequate notice to the opposing parties, so that they can defend against the charge and not just deny that they have done anything wrong." *Rocker v. KPMG LLP*, 122 Nev. 1185, 1192, 148 P.3d 703, 707-08 (2006) (alterations, internal quotation marks,

²⁹ See *Defs.' Mot.*, at 13:7-14:7, and referenced exhibits. The Assembly Software designee did not testify that Ms. Cohen had access or that she unequivocally modified key entries, as Defendants aver. Rather, he testified that it was possible someone else created entries under her username. See *S. Bogash Depo. Tr.*, dated Nov. 20, 2019, at 69:8-70:8, true and accurate copies of the relevant excerpts from which are attached hereto as **Exhibit 7**. Others have testified that Ms. Cohen never trained on Needles, so she was unaware of how to use the software. See *K. Koutz Depo. Tr.*, dated Sep. 9, 2019, at 65:25-66:4 ("Ruth wasn't – she's not computer savvy, so she never got on Needles."), 69:6-17 ("... Ruth never attended any type of [training] workshops or conferences about Needles."), true and accurate copies of the relevant excerpts from which are attached hereto as **Exhibit 8**; *A. Pourghahreman Depo. Tr.*, dated Oct. 23, 2019, at 80:3-6 (testifying that Ms. Cohen did not attend the Needles training), 81:6-20 (testifying that although a username and password were created for her, Ms. Cohen never used Needles), true and accurate copies of the relevant excerpts from which are attached hereto as **Exhibit 9**.

1 and footnote references omitted). Ms. Cohen has satisfied her burden, as demonstrated by the
2 fact that never once have Defendants challenged the sufficiency of the Complaint.³⁰

3 Ultimately, like almost all of the other issues Defendants raise in the instant Motion to
4 avoid trial, the issues presented as to Ms. Cohen's discovery responses will be duly weighed and
5 evaluated by the jury. They are not legitimate grounds for penalizing Ms. Cohen, and are
6 especially not grounds for case-ending sanctions, particularly when no challenge to pleading
7 sufficiency or discovery responses was ever raised before now. Accordingly, the Defendants'
8 arguments do not support the relief request in Defendants' Motion, which should be denied in its
9 entirety.

10 **F. MS. COHEN HAS TAKEN NO IMPROPER ACTION RELATIVE TO**
11 **WITNESS COMMUNICATIONS.**

12 "Both sides have the right to interview witnesses before trial." *Callahan v. United States*,
13 371 F.2d 658, 660 (9th Cir. 1967); *United States v. Kong*, 55 F. App'x 469, 469 (9th Cir. 2003)
14 (same). Nevada courts have similarly recognized a party's ability to interview witnesses in
15 advance. *See, e.g., Wirth v. Legrand*, No. 69734, 2016 WL 5342520, at *1 (Nev. App. Sept. 20,
16 2016) (taking no issue with the suggestion that counsel should "interview witnesses prior to them
17 testifying"); *Arthur v. State*, 126 Nev. 690, 367 P.3d 746, 2010 WL 3908950, at *7 (2010)
18 (recognizing party's ability "to interview the witness and discover the content of her testimony").

19 Ms. Cohen has not "pushed" any witness to create evidence; Defendants' suggestion that
20 Ms. Cohen's request to be copied on an email from Mr. Price to Mr. Padda – one among many in
21 a chain of Mr. Price's repeated demands for payment – is nothing but a red herring to distract the
22 Court from Defendants' own wrongdoing. Defendants have cited nothing that supports this
23 allegation without having to make presumptuous leaps between reality and fantasy. Defendants'
24 further suggestion that Ms. Cohen should have ceased communications with Ms. Koutz, Greg
25 Addington, Ashley Pourghahreman ("Ms. Pourghahreman"), or Sherry Prine, many of whom
26 remain friends of Ms. Cohen, is also unsupported by fact or law.

27 _____
28 ³⁰ *See generally* Docket, herein.

Defendants' allegations regarding an investigator contacting Jeffrey Appel are particularly concerning because Ms. Cohen did not send PIs to interview witnesses, *Defendants* did. In other words, whoever contacted Mr. Appel was working for Defendants, and that Defendants are now trying to place the blame on Ms. Cohen is silly. As set forth in greater detail below, numerous witnesses have testified to being contacted by Defendants' investigators, who we already know to have stalked Ms. Cohen at her home, and accosted not only witnesses but their *former spouses at odd hours and in compromised settings*.

So, Defendants' allegations regarding witness contact may well be the most hypocritical and inflammatory out of all their meritless arguments. Accordingly, witnesses' prior contact or interviews with parties or their respective representatives are not a basis for case-dispositive sanctions, and therefore, should be denied.

G. INSTANCES OF DEFENDANTS' OWN WRONGDOING ARE MANY.

If Defendants truly believe case-ending sanctions are warranted against Ms. Cohen, then they ought to agree that their own actions warrant striking of their answers and entry of judgment in favor of Ms. Cohen. Consider the following events which have occurred during the pendency of this case:

1. Defendants Rejected a Former Legal Assistant's Request to Return to Work, Only to Re-Hire Her and Make Her a Favorable Witness After this Litigation Begins.

Marlenne Casillas ("Ms. Casillas") was a former employee of Padda Law who was "a utility player because she pretty much filled in anywhere," in other words a very important employee.³¹ Ms. Casillas went on maternity leave and later contacted Padda Law "about a year ago," in late 2018, in an effort to return to work but was refused.³² Fast forward only six months to approximately June 2019, after the commencement of this lawsuit in April 2019, and, guess

³¹ See P. Davidson Depo. Tr., dated Oct 8, 2019, at 116:16-20, true and accurate copies of the relevant excerpts from which are attached hereto as **Exhibit 10**.

³² *Id.* at 116:4-10.

1 what, Defendants offered Ms. Casillas a job.³³

2 **2. Defendants Withheld Medical Records from Jeffrey Appel, Claiming**
3 **the Same Were Lost, Until Mr. Appel Was Identified as a Witness;**
4 **Now, Defendants Magically Found the Records and Are Representing**
5 **Him in a Medical Malpractice Case.**

6 Before Jeffrey Appel (“Mr. Appel”) left his employ at Padda Law, he was dealing with
7 issues relating to cancer, which caused him to leave Padda Law.³⁴ Mr. Appel had previously
8 reported in an interview with Ms. Cohen’s counsel that he had an issue recovering his medical
9 records from Defendants, which he had ordered from the medical services provider(s) prior to his
10 departure from Padda Law, but when asked in his November 2019 deposition, he originally
11 denied any controversy.³⁵

12 Then, when confronted with the knowledge Ms. Cohen’s counsel already had, Mr. Appel
13 testified regarding his medical records: “Originally I was told they were lost. That was the
14 problem.”³⁶ Mr. Appel elaborated that the records that he was previously told were lost, missing,
15 or destroyed related to a medical malpractice case he had relating to his cancer treatment.³⁷ In
16 fact, without ever having even spoken to any other attorney, it would be revealed that Mr. Padda
17 not only miraculously found the records previously withheld from Mr. Appel under the guise that
18 they were lost for “a couple weeks” but was now representing Mr. Appel in the med-mal
19 litigation.³⁸ And notably, Mr. Padda did not formally accept Mr. Appel’s case until after he was
20 interviewed by Ms. Wakayama.³⁹

21 ³³ *Id.* at 118:2-17. Ms. Cohen also discovered early on in these proceedings that Mr. Padda had directly
22 confronted Ms. Pourghahreman by first inviting her to a social function, only to later pull her aside and
23 impart upon her his purported benevolence and remorse, seeking her cooperation in facilitating early
24 settlement directly with Ms. Cohen to avoid Ms. Cohen’s attorneys being compensated.

25 ³⁴ *See J. Appel Depo. Tr.*, dated Nov. 21, 2019, at 26:12-27:2, **Exhibit 11** hereto.

26 ³⁵ *See id.* at 77:17-78:4.

27 ³⁶ *Id.* at 78:5-11, 85:14-87:2.

28 ³⁷ *See id.* at 78:14-22, 80:7-81:17.

³⁸ *See id.* at 78:22-79:19, 85:14-17.

³⁹ *See id.* at 84:23-85:13.

1 This is precisely the type of witness manipulation recognized as misconduct by
2 *Dearinger* and prohibited by NRPC 3.4(f). *See Dearinger v. Barbour*, No. 92-36641, 1993 WL
3 478905, at *1 (9th Cir. Nov. 19, 1993); NRPC 3.4(f) (“A lawyer shall not ... [r]equest a person
4 other than a client to refrain from voluntarily giving relevant information to another party.”).

5 Therefore, if anyone’s conduct warrants sanctions, it is Defendants’, and their Motion
6 should be denied.

7 **3. Not Only Did Defendants Send PIs to Stalk Ms. Cohen, but at Least**
8 **One of Defendants’ PIs Actually Confronted and/or Intimidated**
Witnesses and Their Former Spouses.

9 Ms. Koutz testified in her deposition to the exact conduct by Defendants’ PI in which
10 Defendants allege Ms. Cohen engaged. When asked whether “Jason Hahn recently contacted
11 you about your deposition today,” Ms. Koutz testified that he had called her the week prior,
12 asked her if she “knew about the lawsuit that was going on between Paul and Ruth, and [she]
13 said, yes, [she] was getting deposed on Monday.”⁴⁰ According to Ms. Koutz, “He said that, well,
14 you know, you’re on the witness list, so I need to call you and ask you some questions,” and he
15 tried to mold Ms. Koutz testimony to establish “that everybody had access to the file room.”⁴¹
16 Ms. Koutz went on that she “just didn’t feel comfortable, yeah. I didn’t want to answer any
17 questions.”⁴²

18 Ms. Koutz and her ex-husband were not the only witnesses harassed by Defendants’ PIs
19 though. Ms. Pourghahreman, a former Padda Law office manager, testified that she, too, was
20 relentlessly and repeatedly contacted by Defendants’ PI, Mike Elliot (“Mr. Elliot”). Ms.
21 Pourghahreman testified that “he was hired by Mr. Peek is what he told me,” on behalf of
22 Defendants.⁴³ Mr. Elliot was sending text messages and calling Ms. Pourghahreman “multiple

23 ⁴⁰ Ex. 8, Koutz Tr., at 181:12-24.

24 ⁴¹ *Id.* at 182:8-11.

25 ⁴² *Id.* One of Defendants’ PIs is understood to have accosted Ms. Koutz’s ex-husband late in the evening
26 in his driveway without invitation or warning, at which time he asked about Ms. Koutz’s truthfulness.
27 Her ex-husband confirmed her veracity. This is one among many examples where Defendants’ PIs
confronted witnesses, including Mr. Appel. *See Defs.’ Mot.*, Ex. 21.

28 ⁴³ Ex. 9, Pourghahreman Tr., at 9:24-10:14.

1 times,” until she finally gave in to his pursuit and “texted him back briefly, and then [she] met
2 him in person the one time.”⁴⁴ Ms. Pourghahreman went on to testify to the interrogation she
3 endured over the telephone about security of files, layout of the office, and Mr. Padda’s
4 credibility, all to bolster Defendants’ theory of the case, which interrogation was subsequently
5 followed by an in-person at Defendants’ offices.⁴⁵ There, Ms. Pourghahreman was asked if Ms.
6 Cohen was racist, anti-Semitic, or homophobic, to all of which she responded in the negative.⁴⁶

7 Without question, the pressure on witnesses from Defendants’ PIs was far worse than any
8 contact Ms. Cohen had with her friends who happen to be witnesses.

9 **4. Defendants Withheld the Declaration of Seth Cogan Until He**
10 **Returned to Israel, Beyond the Court’s Subpoena Powers, in Order to**
11 **Prevent Ms. Cohen from Examining Him Thereon.**

12 Almost two months before his deposition, Mr. Cogan was apparently involved (although
13 to what extent is unclear) in the preparation of a declaration, to which he referred at this
14 deposition as his “statement” (the “Cogan Statement”) but which was not produced in this case
15 until September 3, 2019, in Defendants’ Sixth Supplemental Disclosure.⁴⁷ Even then, the Cogan
16 Statement, (which was requested by Ms. Cohen’s counsel at his deposition but objected to by
17 Defendants’ counsel as privileged on the grounds of attorney work product) was not produced
18 until Defendants insisted upon, received, and responded to Ms. Cohen’s written discovery
19 requests.⁴⁸

20 ///

21 ///

22 ⁴⁴ *Id.* at 10:22-25, 14:15-23 (testifying to three attempts to “reach out” to her and about ten text
23 messages).

24 ⁴⁵ *See id.* at 11:1-14:4, 14:21-23, 15:13-17.

25 ⁴⁶ *See id.* at 16:16-18:25.

26 ⁴⁷ *See* Pl.’s Mot. in Limine No. 6 to Exclude Testimony of Seth Cogan (filed Dec. 20, 2019), Exs.
27 1(Defs.’ Sixth Suppl. Disclosures Pursuant to NRCP 16.1) & 2 (Decl. of Seth Cogan).

28 ⁴⁸ *See id.*, Ex. 3 (Cogan Depo. Tr.), at 11, 19, 21, 26, 29, 42 (referring to his “statement”), & 42-43 (Ms.
Wakayama requesting the statement and Mr. Peek refusing to produce it); *see also id.*, Ex. 4 (Def. Paul
Padda’s Responses to Pl.’s Third Set of Requests for Production).

1 Here, Defendants had the Cogan Statement since June, two months prior to his
2 deposition, but failed to disclose it absent a discovery request.⁴⁹ Defendants then withheld it and
3 refused to produce it upon request at Mr. Cogan's deposition, eventually providing it long after
4 Mr. Cogan left the jurisdiction and returned to Israel, and only in response to a formal request for
5 production.⁵⁰

6 Defendants intentionally withheld evidence not only between June and August 2019, but
7 for months after, until they knew that Mr. Cogan could no longer be examined on his
8 "Statement," which appears to have been prepared and the testimony therein fabricated, by
9 Defendants themselves.

10 **5. The Court is Already Aware of the Suspicious Circumstances**
11 **Surrounding the So-Called "Receipt of Final Payment," the Original**
12 **of Which Defendants Cannot Produce, Nor is the Device on Which it**
13 **Was Purportedly Stored Available.**

14 If there exists any basis for a spoliation determination in this case, it would for
15 Defendants' fabrication of evidence and destruction of not only the electronically-stored version
16 of this critical document – the Receipt of Final Payment ("Receipt") – but all storage devices on
17 which it was purportedly stored.

18 After Defendants' counsel struggled to come up with an excuse about the character and
19 location of the storage device containing the Receipt, Defendants scrambled to justify their
20 destruction of evidence. First, they made Ms. Cohen jump through hoops to obtain the original
21 of the Receipt. Then, they denied that they had the original but refused to explain its disposition.
22 Then, in response to interrogatories, Defendants fabricated an anecdote of how they gave it back
23 to Ms. Cohen. Surely, though, they would have kept a copy of the document somewhere, other
24 than a single photocopy whose characteristics have been examined and criticized by a forensic
25 document examiner. Defendants allegedly typed it up, but there is no device containing any
26 trace of the document that Defendants are willing to produce. Unlike every other contract in this

27 ⁴⁹ See *id.*, Ex. 2 (Cogan Decl., dated June 17, 2019); see also *id.*, Ex. 3, at 43 (testifying that Cogan gave
28 the statement to Padda "when he asked for it ... in June").

⁵⁰ See *id.*, Ex. 4.

case, Defendants' fraudulent document does not contain a signature line, nor does it contain a notarization like every other contract between the parties, despite the availability of notaries public working within Padda Law.

At the end of the day, it is Defendants who should be sanctioned for destruction of material evidence.

6. The Court Has Also Witnessed Mr. Padda's Misrepresentations Under Oath Throughout These Proceedings.

This Court has witnessed Defendants' persistent penchant for presenting misrepresentations directly to this Court (a violation of NRPC 3.3) and in sworn deposition testimony:

- Mr. Padda concocted a false narrative regarding the substance of his telephone call with Campbell & Williams in an unsuccessful effort to disqualify Ms. Cohen's counsel.⁵¹
- Mr. Padda submitted a Certification regarding Wayne Price emails, which Mr. Price's testimony later proved to be false.⁵²
- Mr. Padda testified in that his former IT specialist donated his computer – the one used to prepare the Receipt and the fraudulent Business Expectancy Interest Resolution Agreement – to the blind, which the IT specialist later testified was completely false.⁵³

This Court should leave the credibility determinations to their proper place – *i.e.*, in the hands of the jury – and therefore deny the Motion.

///

///

⁵¹ See Hearing Tr. on Pl.'s Mot. to Compel & Defs.' Mot. to Disqualify Campbell & Williams (filed Nov. 8, 2019), at 9:23-10:2.

⁵² Compare Cert. of Compliance Regarding Wayne Price Documents (filed Dec. 19, 2019), at 2, ¶ 2, on file herein, with Ex. 6, Price Tr., at 15-17 (testifying to text messages that Defendants never produced).

⁵³ Compare P. Padda Depo. Tr., dated Nov. 7, 2019, at 113:8-114:24, **Exhibit 12** hereto, (testifying that Mark Kane donated the source computer to the blind), true and accurate copies of the relevant excerpts from which are attached hereto as **Exhibit 12**, with Affid. of Mark Kane, dated Nov. 14, 2019, at ¶¶ 9-10 ("My company never donated Mr. Padda's computer to the Center for the Blind in 2017. In fact, it is my standard and customary practice to keep all computers on hand in the event something needs to be retrieved from the device at a later time. Neither my company nor I have *ever* donated any of the computers used at the Padda Firm to charity.") (emphasis added), a copy of which is attached hereto as **Exhibit 13**.

III. LEGAL ARGUMENT

Defendants cite to NRCP 37 as their basis for case-ending sanctions, and the Nevada Supreme Court has stated that “[f]ederal cases interpreting the Federal Rules of Civil Procedure [(“FRCP”)] ‘are strong persuasive authority, because the [NRCP] are based in large part upon their federal counterparts.’” *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002) (footnote reference omitted). In considering case-terminating sanctions under FRCP 37,

[t]he Ninth Circuit adopted a five-part test, with three subparts to the fifth part, to decide whether a case-terminating sanction is proper:

- 1) the public’s interest in expeditious resolution of litigation;
- 2) the court’s need to manage its docket;
- 3) the risk of prejudice to the party seeking sanctions;
- 4) the public policy favoring disposition of cases on their merits; and
- 5) the availability of less drastic sanctions.

The subparts of the fifth factor are whether the court has considered lesser sanctions, whether it tried them, and whether it warned the recalcitrant party about the possibility of case-dispositive sanctions.

Forsythe v. Brown, 281 F.R.D. 577, 586 (D. Nev. 2012), *report and recommendation adopted*, No. 3:10-CV-00716-RCJ, 2012 WL 1833393 (D. Nev. May 18, 2012) (citing *Conn. Gen. Life Ins. v. New Images of Beverly Hills*, 482 F.3d 1091, 1096 (9th Cir. 2007)).

In *Valley Health System, LLC v. Estate of Doe by and through Peterson*, the Nevada Supreme Court reiterated the *Young* analysis in directing the district court to consider (1) the degree of willfulness of the offending party; (2) prejudice to the non-offending party by a lesser sanction; (3) severity of dismissal relative to the severity of any discovery abuse; (4) whether evidence was irreparably lost; (5) feasibility and fairness of a lesser sanction; (6) Nevada policy favoring adjudication on the merits; (7) whether sanctions unfairly operate to penalize a party for the misconduct of his or her attorney;⁵⁴ and (8) and the need to deter the parties and future

⁵⁴ Defendants concede that Ms. Cohen’s counsel committed no act of misconduct. See *Defs.’ Mot.*, at 19:13-19. Therefore, Ms. Cohen does not address this factor.

litigants from similar abuses. *See id.*, 134 Nev. 634, 639, 427 P.3d 1021, 1027 (2018), *as corrected* (Oct. 1, 2018) (citing *Young v. Johnny Ribeiro Bldg., Inc.*, 106 Nev. 88, 93, 787 P.2d 777, 780 (1990)).

Ms. Cohen has not offended, so the degree of willfulness is not even a relevant factor. To the extent Defendants and the Court disagree, every event that Defendants mischaracterize as malicious has a plausible and, more so, reasonable and neutral explanation. Thus, should there be any determination of willfulness, it should be minimal, so the first *Young* factor weighs against sanctions entirely.

Defendants will not be prejudiced by denying sanctions on the eve of trial, because no sanction is appropriate, so the Court need not consider the feasibility and fairness of the same. Ms. Cohen, on the other hand, stands to be far more prejudiced, having fought through Defendants' evasiveness, leapt over the hurdles Defendants have unnecessarily placed before her, and is still left with a long list of unexplained withholdings by and lies from Defendants – the Cogan Statement, the original Receipt, any storage device holding the Receipt, all communications with and about Mr. Price... the list goes on and on. Accordingly, the second and fifth *Young* factors weigh against sanctions.

To that same end, the severity of dismissal after a very litigious discovery period and as the parties prepare for trial, relative to what Ms. Cohen submits to this Court were not abuses at all, is unreasonable. As set forth above, were anyone to deserve severe sanctions for discovery abuses, it would be Defendants, especially because Mr. Padda admitted that, on the instruction of his attorneys, he intentionally accessed and reviewed Ms. Cohen's (a non-employee) personal and statutorily privileged communications with her CPA, to disclose those (without any waiver) in this litigation.⁵⁵ Therefore, the third *Young* factor dictates that Ms. Cohen is not deserving of

⁵⁵ Padda Law 30(b)(6) Depo. Tr., dated Nov. 15, 2019, at 98-101, true and accurate copies of the relevant excerpts from which are attached hereto as **Exhibit 14**. *See Gomez v. Vernon*, 255 F.3d 1118, 1132 (9th Cir. 2001) (finding that district court had inherent power to sanction attorneys who reviewed materials that, under the circumstances, were clearly privileged); *see also Richards v. Jain*, 168 F. Supp. 2d 1195, 1200-01 (W.D. Wash. 2001) ("An attorney who receives privileged documents has an ethical duty upon notice of the privileged nature of the documents to cease review of the documents, notify the privilege holder, and return the documents.") (citing ABA Comm. on Ethics and Professional Responsibility, Formal Op. 94-382). *See also Merits Incentives v. Eighth Jud. Dist. Ct.*, 262 P.3d 720 (Nev. 2011) ("An

1 any sanctions, but Defendants and their counsel are, and Defendants' Motion should be
2 dismissed.

3 Unlike (1) the original Receipt, (2) the device on which the Receipt was created, (3) the
4 device on which the Receipt was stored, (4) the device on which the Fraudulent Agreement was
5 created and/or stored, (5) the facts surrounding the Cogan Statement, and (6) Defendants'
6 communications with and about Wayne Price, nothing Ms. Cohen has been accused of involves
7 evidence that is irreparably lost. Ms. Cohen has produced everything Defendants have ever
8 asked for that she has and has proactively done so. Thus, the fourth *Young* factor weighs in favor
9 of no sanction, except perhaps against Defendants.

10 This Court is well aware that Nevada strongly favors adjudication of disputes on their
11 merits. *See Scrimmer v. Eighth Judicial Dist. Court ex rel. Cty. of Clark*, 116 Nev. 507, 516-17,
12 998 P.2d 1190, 1196 (2000) (“[G]ood public policy dictates that cases be adjudicated on their
13 merits.”) (citations omitted). As many discovery disputes as have been adjudicated in this case,
14 some involving third parties and a Special Master, surely public policy favors seeing the case
15 through to its end rather than issuing dispositive sanctions on the eve of trial. Thus, the sixth
16 *Young* factors weighs in favor of denying Defendants' Motion in its entirety.

17 Ms. Cohen need not be deterred; rather, Defendants' despicable conduct is what should
18 finally be addressed in order to deter continued future abuses by Defendants and others so
19 inclined to engage in such chicanery. In short, no sanction against Ms. Cohen is warranted to
20 deter discovery abuses, and the eighth and final *Young* factor similarly weighs in favor of
21 denying sanctions against Ms. Cohen.

22 ///

23 ///

24 ///

25 ///

26 _____
27 attorney who receives documents [containing privileged communications] regarding a case from an
28 anonymous source must promptly notify opposing counsel, or risk being in violation of his or her ethical
duties[.]”)

1 **IV. CONCLUSION**

2 For the foregoing reasons, Defendants' Motion should be denied in its entirety and this
3 case allowed to proceed to trial on February 10, 2020.

4 Dated this 21st day of January, 2020.

5 MARQUIS AURBACH COFFING

6 By /s/ Jared M. Moser
7 Liane K. Wakayama, Esq.
8 Nevada Bar No. 11313
Jared M. Moser, Esq.
Nevada Bar No. 13003

9 CAMPBELL & WILLIAMS

10 Donald J. Campbell, Esq.
11 Nevada Bar No. 1216
Samuel R. Mirkovich, Esq.
12 Nevada Bar No. 11662

13 *Attorneys for Plaintiff Ruth L. Cohen*

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION FOR SANCTIONS AGAINST PLAINTIFF ON AN ORDER SHORTENING TIME** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 21st day of January, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:⁵⁶

HOLLAND & HART LLP
J. Stephen Peek, Esq.
Ryan Alexander Semerad, Esq.
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
Telephone: (702) 669-4600
Facsimile: (702) 669-4650
speek@hollandhart.com
rasemerad@hollandhart.com
yllarsen@hollandhart.com
jlinton@hollandhart.com
SANoyce@hollandhart.com

PETERSON BAKER, PLLC
Tamara Beatty Peterson, Esq.
Nikki L. Baker, Esq.
701 S. 7th Street
Las Vegas, NV 89101
Telephone: (702) 786-1001
Facsimile: (702) 786-1002
tpeterson@petersonbaker.com
nbaker@petersonbaker.com
eparcells@petersonbaker.com

*Attorneys for Paul S. Padda and
Paul Padda Law, PLLC*

CAMPBELL & WILLIAMS
Donald J. Campbell, Esq.
Samuel Mirkovich, Esq.
700 S. Seventh Street
Las Vegas, Nevada 89101
Telephone: (702) 382-5222
Facsimile: (702) 382-0540
djc@cwlawlv.com
srm@cwlawlv.com
jyc@cwlawlv.com
maw@cwlawlv.com

Attorneys for Plaintiff, Ruth L. Cohen

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

/s/ Julia Rodionova
Julia Rodionova, an employee of
Marquis Aurbach Coffing

⁵⁶ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

12

FILED UNDER SEAL
(1426-1544)

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

Marquis Aurbach Coffing
Liane K. Wakayama, Esq.
Nevada Bar No. 11313
Jared M. Moser, Esq.
Nevada Bar No. 13003
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
lwakayama@maclaw.com
jmoser@maclaw.com

Campbell & Williams
Donald J. Campbell, Esq.
Nevada Bar No. 1216
Samuel R. Mirkovich, Esq.
Nevada Bar No. 11662
700 South Seventh Street
Las Vegas, Nevada 89101
Telephone: (702) 382-5222
Facsimile: (702) 382-0540
djc@cwlawlv.com
srm@cwlawlv.com
Attorneys for Plaintiff Ruth L. Cohen

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an individual,

Plaintiff,

vs.

PAUL S. PADDA, an individual; PAUL
PADDA LAW, PLLC, a Nevada professional
limited liability company; DOE individuals I-X;
and, ROE entities I-X,

Defendants.

Case No.: A-19-792599-B
Dept. No.: XI

**PLAINTIFF'S APPENDIX OF EXHIBITS
TO OPPOSITION TO DEFENDANTS'
MOTION FOR SANCTIONS AGAINST
PLAINTIFF ON AN ORDER
SHORTENING TIME**

Date of Hearing: January 22, 2020
Time of Hearing: 9:00 a.m.

In accordance with EDCR 2.27, Plaintiff Ruth L. Cohen ("Ms. Cohen"), by and through her attorneys of record, the law firm of Marquis Aurbach Coffing and the law firm of Campbell & Williams, hereby submits this Appendix of Exhibits in support of the Plaintiff's Opposition to Defendants' Motion for Sanctions Against Plaintiff on an Order Shortening Time.

///

///

///

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>NUMBERING</u>
1.	Excerpts of the Deposition of Ruth L. Cohen, Vol. II	1-8
2.	Garland emails provided by Lewis Brisbois Bisgaard & Smith	9-12
3.	Excerpts of the Deposition of Ruth L. Cohen, Vol. I	13-20
4.	(FILED UNDER SEAL) Documents provided by Daniel Kim, CPA	21-23
5.	Email correspondence chain between Jared Moser, Esq. and Steve Peek, Esq.	24-32
6.	Excerpts of the Deposition of Wayne H. Price	33-38
7.	Excerpts of the Deposition of Scott Bogash	39-44
8.	Excerpts of the Deposition of Karla Koutz	45-54
9.	Excerpts of the Deposition of Ashley Pourghahreman	55-64
10.	Excerpts of the Deposition of Patricia Davidson	65-70
11.	Excerpts of the Deposition of Jefrey Appel	71-100
12.	Excerpts of the Deposition of Paul Padda	101-107
13.	Affidavit of Mark Kane	108-110
14.	Excerpts of the Deposition of Paul Padda as NRCP 30(b)(6) Designee of Paul Padda Law, PLLC	111-116

Dated this 21st day of January, 2020.

MARQUIS AURBACH COFFING

By /s/ Jared M. Moser, Esq.

Liane K. Wakayama, Esq.

Nevada Bar No. 11313

Jared M. Moser, Esq.

Nevada Bar No. 13003

CAMPBELL & WILLIAMS

Donald J. Campbell, Esq.

Nevada Bar No. 1216

Samuel R. Mirkovich, Esq.

Nevada Bar No. 11662

Attorneys for Plaintiff Ruth L. Cohen

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PLAINTIFF'S APPENDIX OF EXHIBITS TO OPPOSITION TO DEFENDANTS' MOTION FOR SANCTIONS AGAINST PLAINTIFF ON AN ORDER SHORTENING TIME** was submitted electronically for filing and service with the Eighth Judicial District Court on the 21st day of January, 2020. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

HOLLAND & HART LLP
J. Stephen Peek, Esq.
Ryan Alexander Semerad, Esq.
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
Telephone: (702) 669-4600
Facsimile: (702) 669-4650
speek@hollandhart.com
rasemerad@hollandhart.com
yllarsen@hollandhart.com
jlinton@hollandhart.com
SANoyce@hollandhart.com

PETERSON BAKER, PLLC
Tamara Beatty Peterson, Esq.
Nikki L. Baker, Esq.
701 S. 7th Street
Las Vegas, NV 89101
Telephone: (702) 786-1001
Facsimile: (702) 786-1002
tpeterson@petersonbaker.com
nbaker@petersonbaker.com
eparcells@petersonbaker.com

*Attorneys for Paul S. Padda and
Paul Padda Law, PLLC*

CAMPBELL & WILLIAMS
Donald J. Campbell, Esq.
Samuel Mirkovich, Esq.
700 S. Seventh Street
Las Vegas, Nevada 89101
Telephone: (702) 382-5222
Facsimile: (702) 382-0540
djc@cwlawlv.com
srm@cwlawlv.com
jyc@cwlawlv.com
maw@cwlawlv.com

Attorneys for Plaintiff, Ruth L. Cohen

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

/s/ Julia Rodionova
Julia Rodionova, an employee of
Marquis Aurbach Coffing

¹ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

Exhibit 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an) Case No.: A-19-792599-B
individual,)
)
Plaintiff,)
)
vs.) Volume II
)
PAUL S. PADDA, an)
Individual; PAUL PADDA)
LAW, PLLC, a Nevada)
professional limited)
liability company; DOE)
individuals I-X; and ROE)
Entities I-X,)
)
Defendants.)
)

VIDEOTAPED DEPOSITION OF RUTH L. COHEN

Taken on behalf of the Defendant, PAUL S. PADDA, at the
law offices of Holland & Hart, 9555 Hillwood Drive, 2nd
Floor, Las Vegas, Nevada 89134, commencing at 12:55
p.m., on Tuesday, July 23, 2019, pursuant to Notice.

REPORTED BY: PAIGE M. CHRISTIAN, CCR #955
Registered Professional Reporter
Certified Realtime Reporter
Certified Realtime Captioner



1 APPEARANCES

2

3 For Plaintiff Ruth L. Cohen:

4 LIANE K. WAKAYAMA, ESQ.
JARED M. MOSER, ESQ.
5 Marquis Aurbach Coffing
10001 Park Run Drive
6 Las Vegas, Nevada 89145
E-mail: lwakayama@maclaw.com
7 E-mail: jmoser@maclaw.com

8

9 For Defendant Paul S. Padda:

10 J. STEPHEN PEEK, ESQ.
Holland & Hart LLP
11 9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
12 (702) 669-4600
E-mail: speak@hollandhart.com

13

14 For Defendant Paul Padda Law, PLLC

15 JOSHUA H. REISMAN, ESQ.
Reisman Sorokac
16 8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89125
17 (702) 727-6258
E-mail: jreisman@rsnvlaw.com

18

19

20

21

22

23 ALSO PRESENT: Paul Padda; Christina Carl, Videographer

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

EXAMINATION BY:	PAGE
Mr. Peek.....	219
EXHIBITS:	MARKED
No. 6.....	227
(Register of Actions)	
No. 7.....	242
(E-mail from Daniel Kim to Ruth Cohen, dated Wednesday, March 2, 2016)	
No. 8.....	247
(E-mail from Daniel Kim to Ruth Cohen, dated Tuesday, September 6, 2016)	
No. 9.....	275
(Offer of Judgment)	
No. 10.....	282
(E-mail from Ruth Cohen to Daniel Kim, dated Tuesday, September 13, 2016)	
No. 11.....	283
(E-mail from Ruth Cohen to Daniel Kim, dated Monday, December 5, 2016)	
No. 12.....	295
(Mediation statement)	
No. 13.....	337
(Las Vegas Review-Journal article)	
No. 14.....	339
(Las Vegas Review-Journal article)	
No. 15.....	350
(Check to Ruth L. Cohen for \$15,000)	



1 of 2016 as appears from Exhibit 8, correct?
2 **A. Correct.**
3 Q. Did you inform Mr. Padda that you were
4 attempting to resolve your taxes -- your tax
5 obligations with the IRS through an offer in
6 compromise --
7 **A. No.**
8 Q. -- in or about 2016?
9 **A. No. That wasn't his business.**
10 Q. Would you take a look at Exhibit 3 from
11 yesterday?
12 **A. 3?**
13 Q. Yeah -- oh, no, not Exhibit 3. Exhibit 4 --
14 5, I think it is. It's the business expectancy --
15 **A. Oh.**
16 Q. -- Exhibit 5.
17 **A. Okay.**
18 Q. And I think you acknowledged yesterday that
19 you signed this, correct?
20 **A. Correct.**
21 Q. And you acknowledged that it was notarized by
22 a Mary Ruiz?
23 **A. Yes.**
24 Q. And at the time, I think you testified that
25 you were exercising freewill?

Page 251

1 **A. I was what?**
2 Q. Exercising your freewill to sign this.
3 **A. Of course.**
4 Q. And I believe you also testified that
5 Mr. Padda drew this up?
6 **A. Yes.**
7 Q. But you reviewed it before you signed it?
8 **A. I did.**
9 Q. And you were of competent and sound mind at
10 the time you received it and reviewed it, correct?
11 **A. Yes. Some might say no, but yes.**
12 Q. And was there any part of it that you did not
13 understand at the time that you read it and then later
14 signed it?
15 **A. Probably not.**
16 Q. Okay. Was there any part of this agreement
17 that when you -- when you reviewed it, that you did not
18 understand?
19 **A. I don't remember. I'm sure I did -- I'm sure**
20 **I understood it. I'm not ignorant. I just don't**
21 **remember.**
22 Q. Okay. Thank you.
23 I want to talk a little bit about the cases. I
24 think you've already talked about Moradi, so I want to
25 talk a little bit about Garland.

Page 252

1 I think you told me that Mr. Padda had said to you
2 something along the lines that Garland only wants
3 \$10,000, and that should -- that should resolve it?
4 MS. WAKAYAMA: Objection; assumes facts not
5 in evidence, mischaracterizes her testimony.
6 Q. (By Mr. Peek) Go ahead.
7 **A. Not what I said.**
8 Q. What's that?
9 **A. That's not what I said.**
10 Q. What did you say, then?
11 I remember something about \$10,000 and --
12 **A. Paul came to me after the insurance interview**
13 **I don't remember how long an interval afterwards, and**
14 **he said to me, "Look, Ruth, I want to put 10 grand in**
15 **Garland's pocket, but we're going to have to cut fees**
16 **to do it."**
17 **I said, "Fine." We always did that.**
18 Q. And when was -- when was that conversation?
19 **A. I don't remember. Before he settled it.**
20 Q. Well, when did he settle it?
21 **A. In the summer of 2016, before any of these**
22 **documents were in play.**
23 Q. I'm sorry?
24 **A. In the summer of 2016, before any of these**
25 **documents were in play.**

Page 253

1 Q. So when before that did Mr. Padda represent
2 to you that the value of the Garland case was only
3 \$10,000?
4 **A. That's not what I said, Mr. Peek.**
5 MS. WAKAYAMA: Objection -- objection;
6 assumes facts not in evidence, misstates the record,
7 mischaracterizes her testimony.
8 MR. PEEK: She can tell me that. You don't
9 need to -- you don't need to prompt her with speaking
10 objections, Ms. Wakayama. I'm going to ask you to
11 please stop the speaking objections.
12 MS. WAKAYAMA: I'm not making speaking
13 objections.
14 THE WITNESS: And I'm not prompted by it. I
15 know what happened.
16 Q. (By Mr. Peek) Okay. So was there some
17 statement by Mr. Padda that all that Mr. Garland needed
18 was \$10,000 to settle this case?
19 **A. No.**
20 MS. WAKAYAMA: Same objections.
21 THE WITNESS: That's not what I said.
22 Q. (By Mr. Peek) Okay. Did he ever say to you
23 that the value of the Garland case was no more than
24 \$10,000?
25 **A. No.**

Page 254



<p>1 Q. (By Mr. Peek) Were you not?</p> <p>2 A. Correct.</p> <p>3 Q. Let me show you a document here.</p> <p>4 MR. PEEK: This is Exhibit 21 -- or, excuse</p> <p>5 me, Exhibit 9.</p> <p>6 MS. WAKAYAMA: I'm sorry. What exhibit is</p> <p>7 this?</p> <p>8 MR. MOSER: 9.</p> <p>9 MS. WAKAYAMA: 9.</p> <p>10 (Exhibit No. 9 was marked for</p> <p>11 identification.)</p> <p>12 Q. (By Mr. Peek) Ms. Cohen, I show you what has</p> <p>13 been marked by our court reporter as Exhibit 9. Please</p> <p>14 take a moment and examine it.</p> <p>15 A. Please take a moment and what?</p> <p>16 Q. And examine it, please.</p> <p>17 A. Okay. Okay.</p> <p>18 Q. Can you identify it as something you've seen</p> <p>19 before today?</p> <p>20 A. Never saw it.</p> <p>21 Q. Do you see the certificate of service on</p> <p>22 the -- page 4?</p> <p>23 A. Yes.</p> <p>24 Q. You see your name there on the service list?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 275</p>	<p>1 correct?</p> <p>2 A. I --</p> <p>3 MS. WAKAYAMA: Objection; asked and answered.</p> <p>4 Q. (By Mr. Peek) You were served with it,</p> <p>5 correct?</p> <p>6 A. It says I was.</p> <p>7 Q. In September of 2016, were you representing</p> <p>8 Mr. Padda in any matter?</p> <p>9 A. Well, I represented him on a lot of matters.</p> <p>10 Which one?</p> <p>11 Q. On any matter.</p> <p>12 A. I don't remember.</p> <p>13 Q. Okay.</p> <p>14 A. But I represented him many times.</p> <p>15 Q. Were you representing him in or about</p> <p>16 September 2016?</p> <p>17 A. I don't remember.</p> <p>18 Q. Do you know Steve Parsons?</p> <p>19 A. Yes.</p> <p>20 Q. And who is Steve Parsons?</p> <p>21 A. He and I were deputy district attorneys</p> <p>22 together.</p> <p>23 (Mr. Peek and Mr. Padda conferring.)</p> <p>24 Q. (By Mr. Peek) Did you meet with Mr. Parsons</p> <p>25 at or about the time that you signed the business</p> <p style="text-align: right;">Page 277</p>
<p>1 Q. And do you see that also you were served via</p> <p>2 the BizNet electronic service system?</p> <p>3 MS. WAKAYAMA: Objection; document speaks for</p> <p>4 itself.</p> <p>5 MR. PEEK: When documents start speaking,</p> <p>6 that's a good objection, but they don't.</p> <p>7 MS. WAKAYAMA: You're asking her what she</p> <p>8 sees there, and I'm saying document speaks for itself.</p> <p>9 MR. PEEK: Documents don't talk.</p> <p>10 Q. (By Mr. Peek) You see it?</p> <p>11 A. Yes.</p> <p>12 Q. You see that?</p> <p>13 A. Yes.</p> <p>14 Q. And you were -- and you received BizNet</p> <p>15 electronic service?</p> <p>16 A. Yes.</p> <p>17 Q. And you received it on your computer?</p> <p>18 A. Yes.</p> <p>19 Q. Did you open the documents that were sent to</p> <p>20 you by the E-service system of the Clark County</p> <p>21 District Court?</p> <p>22 A. I don't ever remember opening this doc --</p> <p>23 I've never seen this document. I don't remember</p> <p>24 opening it.</p> <p>25 Q. But you were at least served with it,</p> <p style="text-align: right;">Page 276</p>	<p>1 expectancy agreement?</p> <p>2 A. Absolutely not. That's a figment of Paul</p> <p>3 Padda's imagination.</p> <p>4 Q. Did you ever tell Mr. Padda that you spoke to</p> <p>5 attorney Steve Parsons about the agreement and that he</p> <p>6 had advised you appropriately?</p> <p>7 A. No, because it never happened. That's why I</p> <p>8 say it's a figment of his imagination. I have not seen</p> <p>9 or talked to Steve Parsons in probably five years.</p> <p>10 Q. So you received a number of checks that were</p> <p>11 given to you by Padda Law to pay for the \$50,000 under</p> <p>12 the business expectancy agreement, correct?</p> <p>13 A. Correct.</p> <p>14 Q. And that first check that you received was</p> <p>15 for \$8,000, was it not?</p> <p>16 A. I don't remember.</p> <p>17 Q. And you also directed Mr. Padda to pay \$2,000</p> <p>18 to your CPA, Mr. Kim, did you not, in or about</p> <p>19 September 2016?</p> <p>20 A. I would --</p> <p>21 MS. WAKAYAMA: Objection; asked and answered.</p> <p>22 THE WITNESS: I was asked that yesterday, and</p> <p>23 I said no. He volunteered to do it out of the goodness</p> <p>24 of his heart, so he said.</p> <p>25 Q. (By Mr. Peek) Your first payment from Padda</p> <p style="text-align: right;">Page 1434</p>



<p>1 Law was for a total of \$10,000, was it not?</p> <p>2 A. You just said it was 8.</p> <p>3 Q. Your first payment from Padda Law was in the</p> <p>4 total amount of \$10,000, was it not?</p> <p>5 A. I'm sorry, Mr. Peek, you're confusing me.</p> <p>6 You just asked me if the first one was 8,000. Now</p> <p>7 you're asking me if it was 10,000.</p> <p>8 Q. That's what I'm asking you. You can say yes</p> <p>9 or no.</p> <p>10 A. I don't remember.</p> <p>11 Q. Okay. And of the \$10,000, \$2,000 went to</p> <p>12 Mr. Kim, correct?</p> <p>13 A. Oh, I don't know what you're talking about.</p> <p>14 I didn't get a check for 10,000, and I was supposed to</p> <p>15 give 2,000. Paul sent the 2,000.</p> <p>16 Q. Okay. He sent it to Mr. Kim?</p> <p>17 A. He did.</p> <p>18 Q. And it was at your request?</p> <p>19 A. No. He offered.</p> <p>20 Q. Okay. Did you object to it?</p> <p>21 A. No. Thought it was a fine idea. Just go</p> <p>22 ahead and give it to Daniel Kim.</p> <p>23 Q. Now, at the -- as of September 14th, you</p> <p>24 still had a tax -- 2014 -- September 14, 2016, you</p> <p>25 still had a tax lien, did you not?</p> <p style="text-align: right;">Page 279</p>	<p>1 A. I didn't want the hold on it. I needed it to</p> <p>2 use the money for bills and things.</p> <p>3 Q. Did you deposit it into your savings account</p> <p>4 as opposed to a checking account?</p> <p>5 A. Correct.</p> <p>6 Q. And then how did you pay your bills out of a</p> <p>7 savings account?</p> <p>8 A. I dribbled it into my checking account as</p> <p>9 needed.</p> <p>10 Q. Was there a tax lien on your checking</p> <p>11 account?</p> <p>12 A. No. Never has been.</p> <p>13 Q. Was there a tax lien on your savings account?</p> <p>14 A. No.</p> <p>15 Q. And actually, for each of the checks that you</p> <p>16 received from Padda Law to pay the \$50,000, you cashed</p> <p>17 each -- you actually took them and cashed them and</p> <p>18 received cash from them, did you not?</p> <p>19 A. And put it in my account. Yes.</p> <p>20 Q. And the reason you did that was the same,</p> <p>21 which is you wanted to -- you had bills that you had to</p> <p>22 pay?</p> <p>23 A. No. I wanted to put cash in so the bank</p> <p>24 didn't hold it for 10 business days.</p> <p>25 Q. Why did it matter if the bank held the check</p> <p style="text-align: right;">Page 281</p>
<p>1 A. I don't remember.</p> <p>2 MS. WAKAYAMA: Objection; asked and answered.</p> <p>3 THE WITNESS: I don't remember.</p> <p>4 Q. (By Mr. Peek) And when you received the</p> <p>5 check for \$8,000, you converted it -- you cashed it at</p> <p>6 City National Bank, did you not?</p> <p>7 A. Yes.</p> <p>8 Q. And you took the \$8,000 in cash, correct?</p> <p>9 A. Correct.</p> <p>10 Q. Did you ever deposit the \$8,000 in cash to</p> <p>11 any bank account?</p> <p>12 A. Yes.</p> <p>13 Q. Into which bank account did you deposit it?</p> <p>14 MS. WAKAYAMA: And I just object to the</p> <p>15 extent -- don't give any type of account numbers or</p> <p>16 anything like that.</p> <p>17 MR. PEEK: I'm not asking for the account</p> <p>18 number.</p> <p>19 THE WITNESS: A savings account.</p> <p>20 Q. (By Mr. Peek) Why didn't you deposit the</p> <p>21 check directly into your savings account as opposed to</p> <p>22 you cashing it and taking out \$8,000 in cash?</p> <p>23 A. Because my bank would have held it for at</p> <p>24 least 10 business days.</p> <p>25 Q. And why was that important?</p> <p style="text-align: right;">Page 280</p>	<p>1 for 10 business days?</p> <p>2 MS. WAKAYAMA: Objection; asked and answered.</p> <p>3 THE WITNESS: I already said because I didn't</p> <p>4 want them to.</p> <p>5 MR. PEEK: Would you mark this as 10.</p> <p>6 (Exhibit No. 10 was marked for</p> <p>7 identification.)</p> <p>8 Q. (By Mr. Peek) Ms. Cohen, I've handed you</p> <p>9 what has been marked by our court reporter as Exhibit</p> <p>10 10. Can you identify that, please.</p> <p>11 A. It's an e-mail, a private e-mail, between me</p> <p>12 and my tax preparer, my accountant.</p> <p>13 Q. And it attaches a letter you received from</p> <p>14 the IRS, correct?</p> <p>15 A. I don't remember this exact letter. I was a</p> <p>16 represented party, so they sent it to my</p> <p>17 representative. A lot of the stuff didn't get sent to</p> <p>18 me. But this was probably one of many letters that I</p> <p>19 probably received, but I don't recall.</p> <p>20 Q. Well, you -- you write to Daniel in your</p> <p>21 e-mail, Exhibit 10, that says, "Here's a letter I</p> <p>22 received from the IRS."</p> <p>23 So you, in fact, received it, did you not?</p> <p>24 A. I guess.</p> <p>25 Q. And you also say in the second -- third</p> <p style="text-align: right;">Page 281</p>



C E R T I F I C A T E

STATE OF NEVADA)
)
COUNTY OF CLARK)

I, Paige M. Christian, CCR #955, Registered Professional Reporter, Certified Realtime Reporter, Certified Realtime Captioner, do hereby certify:

That on Tuesday, July 23, 2019, at 12:55 p.m., appeared before me RUTH L. COHEN, the witness whose deposition is contained herein; that prior to being examined she was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That the deposition was taken down by me in machine shorthand and was thereafter reduced to typewriting under my direction and supervision; that the foregoing represents, to the best of my ability, a true and correct transcript of the proceedings had in the foregoing matter;

That a request for an opportunity to review and make changes to this transcript:

was made by the deponent or a party (and/or their attorney) prior to the completion of the deposition.

X was not made by the deponent or a party (and/or their attorney) prior to the completion of the deposition.
was waived.

I further certify that I am not an attorney for, nor related to, any of the parties hereto, nor in any way interested in the outcome of the cause.

In witness whereof, I have hereunto subscribed my name.

Dated this 31st day of July, 2019, in Clark County, Nevada.

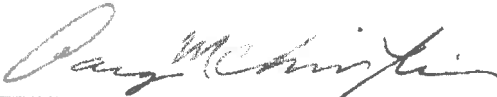

Paige M. Christian, CCR #955
Registered Professional Reporter
Certified Realtime Reporter
Certified Realtime Captioner



Exhibit 2

Subject: RE: Garland v. Wet N' Wild
Date: 8/22/2016 11:51 AM
From: "Paul Padda" <psp@paulpaddalaw.com>
To: "Shpirt, Paul" <Paul.Shpirt@lewisbrisbois.com>

And yes, we can do a stip and release.

Paul S. Padda, Esq.
PAUL PADDA LAW, PLLC
4240 West Flamingo Road, Suite 220
Las Vegas, Nevada 89103
Tele: (702) 366-1888
Fax: (702) 366-1940
Web: paulpaddalaw.com
Web: thefederaldefenders.com

The information in this electronic mail communication contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized by the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this e-mail transmission or the taking or omission of any action in reliance thereon or pursuant thereto, is prohibited, and may be unlawful. If you received this e-mail in error, please notify us immediately of your receipt of this message by e-mail and destroy this communication, any attachments, and all copies thereof. Thank you for your cooperation.

From: Shpirt, Paul [mailto:Paul.Shpirt@lewisbrisbois.com]
Sent: Monday, August 22, 2016 11:33 AM
To: Paul Padda
Subject: RE: Garland v. Wet N' Wild

Great – thanks Paul.

From: Paul Padda [mailto:psp@paulpaddalaw.com]
Sent: Monday, August 22, 2016 11:32 AM
To: Shpirt, Paul
Subject: RE: Garland v. Wet N' Wild

Thank you Paul. Yes, I have no issue with a confidentiality clause.

Paul S. Padda, Esq.
PAUL PADDA LAW, PLLC
4240 West Flamingo Road, Suite 220
Las Vegas, Nevada 89103
Tele: (702) 366-1888
Fax: (702) 366-1940

Web: paulpaddalaw.com
 Web: thefederaldefenders.com

The information in this electronic mail communication contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized by the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this e-mail transmission or the taking or omission of any action in reliance thereon or pursuant thereto, is prohibited, and may be unlawful. If you received this e-mail in error, please notify us immediately of your receipt of this message by e-mail and destroy this communication, any attachments, and all copies thereof. Thank you for your cooperation.

From: Shpirt, Paul [mailto:Paul.Shpirt@lewisbrisbois.com]
Sent: Monday, August 22, 2016 11:31 AM
To: Paul Padda
Cc: Rosales, Rosa; Cordell, Anne
Subject: Garland v. Wet N' Wild

Paul,

My client agrees to settle this case for \$215,000.00. I am assuming you are fine with doing this by a Stip and order to Dismiss and a Release instead of a Judgment – correct?

If so, please send me your W9 form and your payment instructions and I will prepare all of the closing documents, Stip and Release. Are you ok with a confidentiality provision for this one?

Thanks again – glad we are able to resolve it.

Paul A. Shpirt

Partner

Paul.Shpirt@lewisbrisbois.com

6385 South Rainbow Blvd., Suite 600
 Las Vegas, NV 89118

T: 702.693.4351 F: 702.893.3789

Representing clients from coast to coast. View our nationwide locations.

This e-mail may contain or attach privileged, confidential or protected information intended only for the use of the intended recipient. If you are not the intended recipient, any review or use of it is strictly prohibited. If you have received this e-mail in error, you are required to notify the sender, then delete this email and any attachment from your computer and any of your electronic devices where the message is stored.

CERTIFICATE OF CUSTODIAN OF RECORDS
TO ACCOMPANY COPIES OF RECORDS
PURSUANT TO NRS 52.260

State of Nevada)
) ss.
County of Clark)

NOW COMES Stacy Bowers, who after first being duly sworn deposes and says:

1. That the deponent is the Office Administrator (position or title) of Lewis Brisbois Bisgaard & Smith (name of employer) and in his or her capacity as Office Administrator (position or title) is a custodian of the records of Lewis Brisbois Bisgaard & Smith (LV office) (name of employer).

2. That Lewis Brisbois Bisgaard & Smith (name of employer) is licensed to do business as a Law Firm in the State of Nevada.

3. That on the 20 day of the month of June of the year 2019, the deponent was served with a subpoena in connection with Ruth L Cohen v. Paul S. Padde; Paul Padde Law - Case #A-19-792599-B, calling for the production of records pertaining to Garland Action.

4. That the deponent has examined the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or Lewis Brisbois Bisgaard & Smith (name of employer).

By: Lewis Brisbois Bisgaard & Smith
Name: Stacy Bowers Stacy B
Title: Custodian of Records

SUBSCRIBED and SWORN to before me
this 10th day of July, 2019.

[Signature]
NOTARY PUBLIC in and for said
County and State

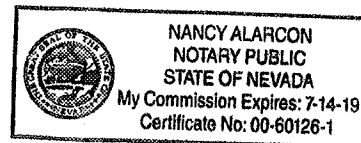


Exhibit 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an)	Case No.: A-19-792599-B
individual,)	
)	
Plaintiff,)	
)	
vs.)	Volume I
)	
PAUL S. PADDA, an)	
Individual; PAUL PADDA)	
LAW, PLLC, a Nevada)	
professional limited)	
liability company; DOE)	
individuals I-X; and ROE)	
Entities I-X,)	
)	
Defendants.)	
)	

VIDEOTAPED DEPOSITION OF RUTH L. COHEN

Taken on behalf of the Defendant, PAUL S. PADDA, at the
law offices of Holland & Hart, 9555 Hillwood Drive, 2nd
Floor, Las Vegas, Nevada 89134, commencing at 1:02
p.m., on Monday, July 22, 2019, pursuant to Notice.

REPORTED BY: PAIGE M. CHRISTIAN, CCR #955
Registered Professional Reporter
Certified Realtime Reporter
Certified Realtime Captioner



1 APPEARANCES

2

3 For Plaintiff Ruth L. Cohen:

4 LIANE K. WAKAYAMA, ESQ.
JARED M. MOSER, ESQ.
5 Marquis Aurbach Coffing
10001 Park Run Drive
6 Las Vegas, Nevada 89145
E-mail: lwakayama@maclaw.com
7 E-mail: jmoser@maclaw.com

8

9 For Defendant Paul S. Padda:

10 J. STEPHEN PEEK, ESQ.
Holland & Hart LLP
11 9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
12 (702) 669-4600
E-mail: speek@hollandhart.com

13

14 For Defendant Paul Padda Law, PLLC

15 JOSHUA H. REISMAN, ESQ.
Reisman Sorokac
16 8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89125
17 (702) 727-6258
E-mail: jreisman@rsnvlaw.com

18

19

20

21

22

23 ALSO PRESENT: Paul Padda; Christina Carl, Videographer

24

25



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

EXAMINATION BY:	PAGE
Mr. Reisman.....	5
Mr. Peek.....	166
EXHIBITS:	MARKED
No. 1..... (Complaint)	10
No. 2..... (Partnership Dissolution Agreement, effective November 1, 2014, Bates-stamped PPL 000034 through PPL 000036)	72
No. 3..... (Partnership Dissolution Agreement, effective December 23, 2014, Bates-stamped PPL 000037 through PPL 000039)	82
No. 4..... (Letter from Cohen & Padda, PLLC, to Ruth Cohen, dated January 29, 2015, Bates-stamped PPL 000043 through PPL 000045)	96
No. 5..... (Business Expectancy Interest Resolution Agreement, Bates-stamped PPL 000076 through PPL 000077)	131



<p>1 that if he didn't correct this in five minutes, I would 2 come down to Channel 8. I would beat him over the head 3 with my cane until the police pulled me off. 4 He had no right to give away my office. He had no 5 right to give away my computer. My personal things 6 were on that computer. I was livid. 7 Within five minutes, five minutes, Pattie called 8 me. He didn't do anything. Pattie called me and said, 9 "We're getting another computer. We'll make 10 arrangements to get your computer home." 11 I said, "Okay. 12 And then she was like, "Well, good-bye." 13 I had no place to go. I was locked out. I had no 14 key and I had no office. And they did. They sent my 15 stuff home. My computer was wiped clean. I had no 16 more information on it, and he had shut off my e-mail. 17 So what am I getting this computer for? 18 I couldn't get into my files. I had personal 19 things that I had put down for these employment 20 clients. I had no way to reach them. I had no way to 21 do anything. I just had some dumb ass computer 22 delivered to my house, which immediately went off, 23 anyway. I told you it was totally wiped clean. 24 Then in addition to that, he sent home a bunch of 25 boxes which purported to be the stuff that was in my</p> <p style="text-align: right;">Page 108</p>	<p>1 the files that were on my computer? 2 That computer was mine. Nobody should have been 3 touching it. 4 Q. So when -- when are you claiming that you 5 were locked out of the office? 6 A. September of 2017. 7 Q. Okay. 8 A. I got the text messages. You've seen them. 9 I never worked again after that, and I was so -- I was 10 very sick. He knew it. 11 Q. You said that you -- I believe you said you 12 had personal employment files. 13 A. No. They were my files of the employment 14 case where I put -- if they sent me an e-mail, I'd 15 shove the e-mail over to the side file, put everything 16 on a side file, so I had it all in one place. All 17 those side files were gone. 18 Q. Were they firm clients or your clients? 19 A. They were the clients I worked with. He 20 didn't work on them. I did. 21 Q. Okay. But -- but -- but had they signed a 22 retainer with you individually or with the firm? 23 A. With the firm. 24 Q. All right. After -- from 2015 to 2016, did 25 -- did the firm charge you rent?</p> <p style="text-align: right;">Page 110</p>
<p>1 desk, but in my desk was all these documents. Isn't it 2 funny they somehow didn't make the boxes that got to my 3 house. The most important documents, not there. My 4 pay stubs were not there. Somebody cleansed the things 5 in my desk and sent home a bunch of shit to me. Things 6 that -- 7 Q. So -- so if you need something, you know how 8 to ask for it, right? I mean, you-- 9 A. Excuse me? 10 Q. So if you need something from Paul, you know 11 how to ask for it, don't you? 12 A. What are you talk -- 13 MS. WAKAYAMA: Objection; vague. 14 THE WITNESS: What are you talking about? 15 Q. (By Mr. Reisman) Well, you threatened to 16 beat him over the head unless he did something. 17 A. Till he gave me back my computer. 18 Q. Well, you -- you really wanted your computer 19 back, right? 20 A. Damn straight. 21 Q. So you asked for it, correct? 22 A. No. I demanded it. He gave it to a new 23 employee. 24 Do you understand this employee is looking at all 25 my personal stuff; that this employee is going through</p> <p style="text-align: right;">Page 109</p>	<p>1 A. No. 2 Why would they charge -- no. I was not charged 3 rent. I was producing money for him. 4 Why would I -- why would I pay rent? 5 Plus, we were -- 6 MS. WAKAYAMA: Mr. Peek, can you please 7 instruct your client to stop snickering and laughing 8 at her answers. I have not -- 9 MR. PEEK: I'm not hearing him laughing or 10 snickering. 11 MS. WAKAYAMA: I have not said -- 12 THE WITNESS: We're looking right at him. 13 MS. WAKAYAMA: -- anything for the past three 14 times, and as soon as she's trying to answer the 15 question or after she answers the question, he looks at 16 her and he smirks and he smiles and he laughs. It's 17 unprofessional. 18 THE WITNESS: And it's annoying. 19 MR. PEEK: I'm not hearing either the 20 laughter or the what -- whatever -- 21 THE WITNESS: Turn around and look at him, 22 Mr. Peek. 23 MR. PEEK: Please, would you ask your client 24 not to address her comments to me, Ms. Wakayama? 25 She needs -- she needs to do better than that.</p> <p style="text-align: right;">Page 114</p>



<p>1 And before we went off the record, I asked you, 2 what do you mean that he -- that he used your financial 3 situation as leverage to encourage you to enter into 4 the agreement, and I believe you said that he knew that 5 you owed the IRS money; is that -- 6 A. I told him. Yeah. 7 Q. Okay. Now, this -- this agreement was 8 entered into -- 9 A. Which agreement? 10 Q. The business expectancy -- 11 A. Okay. You were on the complaint. Now you're 12 back to the business expectancy. Got to tell me where 13 you're going. 14 Q. Okay. When I'm referring -- on this line of 15 questioning, when I'm referring to the agreement, I'm 16 referring to the business interest expectancy -- 17 A. Okay. 18 Q. -- agreement, which is Defense Exhibit 5. 19 Okay? 20 A. 5. I got it. 21 Q. All right. And that -- that agreement became 22 effective September 12, 2016. 23 A. Yes. 24 Q. Okay. So is it your position, then, that 25 Mr. Padda knew your issues with the IRS as of the</p> <p style="text-align: right;">Page 144</p>	<p>1 had used somebody, so I should call him and ask him. 2 I wasn't going to do that. I can't think of the 3 guy's name, but I wasn't going to do that. So I went 4 to Paul instead. I said, "Do you know anybody? Maybe 5 Marcus could help." 6 And he did. He went to Marcus. He said, "Ruth 7 has tax problems. Who should she go to?" 8 And that's how I got to Daniel Kim. 9 Q. What, exactly, did you say the tax problems 10 were -- 11 A. Oh, I don't remember that. 12 Q. -- to Paul? 13 A. I'm sure I didn't mince any words about it. 14 I'm sure I told him what happened. 15 Q. What happened? 16 A. Well, that particular year we got quite a bit 17 of money. It was the one year we got money. It threw 18 me -- like 120,000 was the partnership share, I 19 believe. That threw me into a whole nother tax bracket 20 with my retirement. So when I went to get my taxes 21 done and Alan Marlow says, You owe 60 grand, I'm like, 22 well, huh? 23 Well, most of that, which I didn't realize, was 24 social security disability tax. I didn't know I was 25 supposed to pay it, and I was social security age. So</p> <p style="text-align: right;">Page 146</p>
<p>1 execution of this agreement? 2 A. Yes. 3 Q. Okay. How did he learn about that? 4 A. I told him. I was explaining it to you. I 5 asked if he -- if he knew an accountant that could 6 handle tax problems, because Alan Marlow, our tax 7 accountant, he didn't handle it. And he died shortly 8 thereafter, so it wouldn't have made any difference. 9 Q. And when did that conversation happen? 10 A. I don't remember. 11 Q. But it was prior to the execution of the 12 business expectancy agreement? 13 A. I don't remember. 14 Q. Okay. 15 A. Could -- yeah. I think so, but I don't 16 remember. 17 Q. What, specifically, did you tell him about 18 your tax issues with the IRS? 19 A. "I owe taxes. Do you know anybody that can 20 help me with it?" 21 Because Alan Marlow, our tax -- his family used 22 Alan Marlow, too. He said to me, "You need a 23 specialist because I don't do this." And then he told 24 me, Alan Marlow told me, one of Paul's buddies, a 25 criminal defense attorney, had similar problems, and he</p> <p style="text-align: right;">Page 145</p>	<p>1 I said to the accountant, "I'm social security age. 2 What am I paying social security for? I don't want any 3 more social security." 4 He says, "You got to pay it anyway, and here's 5 your fine." 6 So I was stuck. 7 Q. What tax year did you have those issues for? 8 A. Oh, God. I think it was -- I think it was 9 '14. 10 Q. '14. Okay. 11 So again, in the complaint you say that Paul used 12 your financial situation as leverage. We discussed 13 your situation with the IRS. Is there -- you say your 14 financial situation. 15 Was there any other issue affecting your financial 16 situation? 17 A. Not at that time. It was taxes. 18 Q. Okay. When you say he used it as leverage, 19 are you saying that he said, "Hey, you have these tax 20 problems. You know, you better sign this agreement, 21 and" -- 22 A. No, no. That's not leverage. That's like 23 threats. No, no. He was like, You know, I could help 24 you out if you take the 50,000. It would really help 25 you taxwise. No, it wouldn't, because I already owed</p> <p style="text-align: right;">Page 1446</p>



<p>1 way more than the 60,000.</p> <p>2 By the time -- well, I -- I owed more -- and I</p> <p>3 would have to pay taxes on this 50,000, so it wouldn't</p> <p>4 leave me 50,000 to give the IRS. I'd have to pay --</p> <p>5 probably in that tax bracket, probably 30 percent, and</p> <p>6 I already owed so much money and I owed social</p> <p>7 security. So it was just a mess, so I needed a good</p> <p>8 tax accountant.</p> <p>9 Q. Okay. Let's -- let's look at Exhibit 1,</p> <p>10 paragraph 69.</p> <p>11 A. Okay.</p> <p>12 Q. So you say taking advantage of your</p> <p>13 vulnerability, Padda convinced you to sign the</p> <p>14 fraudulent agreement.</p> <p>15 What vulnerability are you referring to?</p> <p>16 A. Mr. Reisman, that's all I've been testifying</p> <p>17 to. I had major health issues. I wanted to retire</p> <p>18 fully, and I had this tax debt.</p> <p>19 Q. Okay. So it's -- so when you say</p> <p>20 "vulnerability," you're referring to the same health</p> <p>21 issues we previously discussed, correct?</p> <p>22 A. Yes.</p> <p>23 Q. Any other health issues?</p> <p>24 A. I have so many health issues, it's mind</p> <p>25 numbing.</p> <p style="text-align: right;">Page 148</p>	<p>1 agreement but for Padda's misrepresentations and your</p> <p>2 advanced age, financial troubles, and ongoing health</p> <p>3 problems. Okay.</p> <p>4 Why did your financial troubles contribute to you</p> <p>5 signing the agreement?</p> <p>6 A. Because Paul had indicated that this would</p> <p>7 help, and -- "Here. You're going to get this money.</p> <p>8 You can give it to the IRS."</p> <p>9 In fact, on his own -- and I don't know why, but</p> <p>10 he said, "Hey, I can get \$2,000 and give it right to</p> <p>11 Daniel Kim out of this."</p> <p>12 It was his thing. I thought, well, that would be</p> <p>13 good, because Daniel Kim was doing an offer in</p> <p>14 compromise for me, and the fee was \$5,000. He was also</p> <p>15 filing two tax returns, and his fee was \$525 per tax</p> <p>16 return. He's very expensive.</p> <p>17 So I -- and I had told that to Paul. You know,</p> <p>18 this is expensive. You know, you -- you set me up with</p> <p>19 a good accountant, but he's expensive.</p> <p>20 And he knew that I was getting charged \$5,000 for</p> <p>21 the offer in compromise to move this along. So he used</p> <p>22 it. Hey, get 2,000. Go right to Daniel Kim.</p> <p>23 It was his thing. I said, "Oh, okay." You</p> <p>24 know --</p> <p>25 Q. So Paul -- Paul proposed the --</p> <p style="text-align: right;">Page 150</p>
<p>1 Q. Okay. But when you're saying you were</p> <p>2 vulnerable, it's based upon the health issues we</p> <p>3 previously discussed, correct?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And it's also based upon the financial</p> <p>6 issues we previously discussed, correct?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And it's based upon your age at the</p> <p>9 time, correct?</p> <p>10 A. Sure. Because I wanted to, you know, get to</p> <p>11 retirement soon -- some point soon.</p> <p>12 Q. Is there anything that you want to add with</p> <p>13 regard to your health, age, financial situation that</p> <p>14 made you vulnerable at this time?</p> <p>15 A. Just that Paul knew all this.</p> <p>16 Q. Okay.</p> <p>17 A. And -- and the voice that he used when he</p> <p>18 proposed this to me was, "Ruth, I know you're going</p> <p>19 through a lot here, and I'd like to help you."</p> <p>20 Q. Okay.</p> <p>21 A. What he wanted to help me with was getting</p> <p>22 rid of my millions of dollars he owed me. That's what</p> <p>23 he wanted to help me with.</p> <p>24 Q. Okay. We're back at 69. And in the same</p> <p>25 paragraph, you say you wouldn't have signed the</p> <p style="text-align: right;">Page 149</p>	<p>1 A. Absolutely. I'm sorry.</p> <p>2 MS. WAKAYAMA: Wait. Let him finish his</p> <p>3 question --</p> <p>4 THE WITNESS: I know.</p> <p>5 Q. (By Mr. Reisman) So Paul proposed that the</p> <p>6 \$2,000 should go to Daniel Kim, not you?</p> <p>7 A. Absolutely.</p> <p>8 Q. Okay. All right. So when you said -- so</p> <p>9 when you say you wouldn't have signed the agreement but</p> <p>10 for Paul's misrepresentations, your advanced age,</p> <p>11 financial troubles, and ongoing health problems, the</p> <p>12 financial troubles contributed to you signing the</p> <p>13 agreement because you needed the money, correct?</p> <p>14 A. The money he was offering was not going to</p> <p>15 help me. I didn't need the money. I wanted to retire.</p> <p>16 And he lied to me about the monetary value of the</p> <p>17 cases. I told you, he told me Moradi was in the</p> <p>18 toilet. His exact words, "Moradi is in the toilet."</p> <p>19 I would have never signed this.</p> <p>20 Q. So how did your financial troubles contribute</p> <p>21 to your signing of the agreement if you didn't need the</p> <p>22 money?</p> <p>23 A. I did, of course, need money. I wanted a</p> <p>24 bank account. I wanted a savings account. I wanted</p> <p>25 something tangible so I could retire, not with, you</p> <p style="text-align: right;">Page 1447</p>



C E R T I F I C A T E

STATE OF NEVADA)
)
COUNTY OF CLARK)

I, Paige M. Christian, CCR #955, Registered Professional Reporter, Certified Realtime Reporter, Certified Realtime Captioner, do hereby certify:

That on Monday, July 22, 2019, at 1:02 p.m., appeared before me RUTH L. COHEN, the witness whose deposition is contained herein; that prior to being examined she was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That the deposition was taken down by me in machine shorthand and was thereafter reduced to typewriting under my direction and supervision; that the foregoing represents, to the best of my ability, a true and correct transcript of the proceedings had in the foregoing matter;

That a request for an opportunity to review and make changes to this transcript:

was made by the deponent or a party (and/or their attorney) prior to the completion of the deposition.

X was not made by the deponent or a party (and/or their attorney) prior to the completion of the deposition.
was waived.

I further certify that I am not an attorney for, nor related to, any of the parties hereto, nor in any way interested in the outcome of the cause.

In witness whereof, I have hereunto subscribed my name.

Dated this 31st day of July, 2019, in Clark County, Nevada.

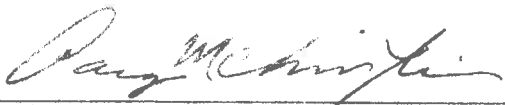

Paige M. Christian, CCR #955
Registered Professional Reporter
Certified Realtime Reporter
Certified Realtime Captioner

Exhibit 4
(CONFIDENTIAL – Filed
Under Seal)

Exhibit 5

Jared M. Moser

From: Steve Peek <SPeek@hollandhart.com>
Sent: Thursday, August 15, 2019 4:53 PM
To: Jared M. Moser
Cc: 15438_001 _Cohen_ Ruth_Cohen _ Padda LLP_ 4_ E_Mails _EMAIL_ 15438_001
<{F1062698}.iManage@athena.marquisaurbach.com>
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

Please stop.

From: Jared M. Moser <jmoser@maclaw.com>
Sent: Thursday, August 15, 2019 4:52 PM
To: Steve Peek <SPeek@hollandhart.com>
Cc: 15438_001 _Cohen_ Ruth_Cohen _ Padda LLP_ 4_ E_Mails _EMAIL_ 15438_001
<{F1062698}.iManage@athena.marquisaurbach.com> <{F1062698}.iManage@athena.marquisaurbach.com>
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

Steve,

Before you start telling me I'm unprofessional or childish, I suggest you look back at my very straightforward questions as well as your responses to me.

I am being civil and professional in trying to have a productive dialogue to determine where the breakdown in communication occurred. As I recall, and please correct me if I'm wrong, Liane asked in our 7/31 call whether you would be willing to stipulate that Ms. Cohen's paying for Ms. Koutz's travel expense to be deposed in Las Vegas not be used against her. In response, I'm fairly certain you stated that would be no issue because, you "wouldn't do that."

Now, I'm just trying to figure out how we got from there to where we are now, which is on the opposite end of that spectrum, I think you'd agree. Again, I haven't called you unprofessional. I haven't said you're being childish. I haven't made any disparaging comments about you as you have me. So, please... explain to me where the sea change occurred.

I look forward to your civil and professional response, and I appreciate if you'd refrain from personal attacks. Thank you,



MARQUIS AURBACH
COFFING

Jared M. Moser, Esq.

10001 Park Run Drive
Las Vegas, NV 89145

t | 702.942.2171

f | 702.856.8973

jmoser@maclaw.com

maclaw.com



Please consider the environment before printing this e-mail!

Pursuant to IRS Circular 230, any tax information or written tax advice contained herein (including any attachments) is not intended to be and can neither be used by any person for the purpose of avoiding tax penalties nor used to promote, recommend or market any tax-related matter addressed herein.

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

From: Steve Peek [<mailto:S.Peek@hollandhart.com>]

Sent: Thursday, August 15, 2019 4:38 PM

To: Jared M. Moser

Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

Please stop. You are being unprofessional and acting childish.

From: Jared M. Moser <jmoser@maclaw.com>

Sent: Thursday, August 15, 2019 4:19 PM

To: Steve Peek <S.Peek@hollandhart.com>

Subject: Re: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

I'm not attacking anyone. You said one thing, and you're now going in the complete opposite direction. Am I wrong on that?

Jared M. Moser, Esq.
Marquis Aurbach Coffing
(702) 942-2171
jmoser@maclaw.com

This message was sent from my "smart" phone, which has an agenda of its own, so please forgive brevity and any spelling, grammatical, or punctuation errors.

----- Original message -----

From: Steve Peek <S.Peek@hollandhart.com>

Date: 8/15/19 4:17 PM (GMT-08:00)

To: "Jared M. Moser" <jmoser@maclaw.com>

Subject: Re: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

I won't dignify your ridiculous attack other than to say be civil and professional.

Sent from my iPhone

On Aug 15, 2019, at 4:10 PM, Jared M. Moser <jmoser@maclaw.com> wrote:

Steve, what happened to "I wouldn't do that to you. I wouldn't do that," as you stated in our 7/31 call.

You specifically said you wouldn't seek to suggest any adverse inference if Ruth covered Ms. Koutz's travel expense.

Are you really doing a complete about face? Differences aside, that seems like really bad form.

Jared M. Moser, Esq.

Marquis Aurbach Coffing
(702) 942-2171
jmoser@maclaw.com

This message was sent from my "smart" phone, which has an agenda of its own, so please forgive brevity and any spelling, grammatical, or punctuation errors.

----- Original message -----

From: Steve Peek <S.Peek@hollandhart.com>
Date: 8/15/19 4:05 PM (GMT-07:00)
To: "Liane K. Wakayama" <LWakayama@maclaw.com>
Cc: "Ryan A. Semerad" <RASemerad@hollandhart.com>, "Jared M. Moser" <jmoser@maclaw.com>, Julia Rodionova <jrodionova@maclaw.com>, Javie-Anne Bauer <jbauer@maclaw.com>
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

No I will not stipulate to no inference of bias or any other negative inference but I am fine if you bring her to Las Vegas. I guess you will have to bring your Motion, however, I fail to see the basis for such a Motion.

From: Liane K. Wakayama <LWakayama@maclaw.com>
Sent: Thursday, August 15, 2019 2:49 PM
To: Steve Peek <S.Peek@hollandhart.com>
Cc: Ryan A. Semerad <RASemerad@hollandhart.com>; Jared M. Moser <jmoser@maclaw.com>; Julia Rodionova <jrodionova@maclaw.com>; Javie-Anne Bauer <jbauer@maclaw.com>
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

If Ms. Cohen pays for Ms. Koutz's travel expenses for her deposition, your clients will stipulate to no inference of bias or any other negative inference for doing so.

<image001.jpg>

Liane K. Wakayama, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6078
f | 702.856.8917
lwakayama@maclaw.com | [vcard](#)
maclaw.com



Please consider the environment before printing this e-mail!

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

From: Steve Peek [<mailto:S.Peek@hollandhart.com>]
Sent: Thursday, August 15, 2019 2:43 PM
To: Liane K. Wakayama
Cc: Ryan A. Semerad; Jared M. Moser; Julia Rodionova; Javie-Anne Bauer
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

To what are you asking me to agree?

From: Liane K. Wakayama <LWakayama@maclaw.com>
Sent: Thursday, August 15, 2019 2:41 PM
To: Steve Peek <S.Peek@hollandhart.com>
Cc: Ryan A. Semerad <RASemerad@hollandhart.com>; Jared M. Moser <jmoser@maclaw.com>; Julia Rodionova <jrodionova@maclaw.com>; Javie-Anne Bauer <jbauer@maclaw.com>
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

Steve,

Do we have an agreement or do we need to file a motion? If we don't hear from you by noon tomorrow, we will file our motion.

Thanks,
Liane

<image001.jpg>

Liane K. Wakayama, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6078
f | 702.856.8917
lwakayama@maclaw.com | [vcard](#)
maclaw.com



Please consider the environment before printing this e-mail!

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

From: Liane K. Wakayama
Sent: Wednesday, August 14, 2019 11:43 AM
To: 'Steve Peek'
Cc: Ryan A. Semerad; Jared M. Moser; Julia Rodionova; Javie-Anne Bauer
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

NRS 50.225 does require a witness to reimbursed for travel expenses. Your clients refuse to split costs or reach a stipulation if Ms. Cohen covers these costs. Instead, it appears your clients want to create an inference of bias or drive up the costs for us to all travel to Hawaii. So, we are left with no option but to seek a protective order unless your clients reconsider.

It is actually the lack of legal authority to support your position, not mine. Where is an inference of bias to the jury based on the payment of travel expenses admissible evidence when an out-of-state witness is statutorily entitled to have their travel expenses covered?

<image001.jpg>

Liane K. Wakayama, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6078
f | 702.856.8917
lwakayama@maclaw.com | [vcard](#)
maclaw.com



Please consider the environment before printing this e-mail!

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

From: Steve Peek [<mailto:S.Peek@hollandhart.com>]
Sent: Wednesday, August 14, 2019 11:32 AM
To: Liane K. Wakayama
Cc: Ryan A. Semerad; Jared M. Moser; Julia Rodionova; Javie-Anne Bauer
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

I am not opting to travel to Hawaii and add costs to this case. You are free to bring Ms. Koutz to Nevada for a deposition and avoid the costs of travel to Hawaii and I am within my rights to reserve the right to question Ms. Koutz as to who is paying for her travel to come to Nevada. Your citation to NRS 50.225 is inapposite to this case and this issue. I am still waiting for any authority that you may have to support your position and avoid motion practice.

From: Liane K. Wakayama <LWakayama@maclaw.com>
Sent: Wednesday, August 14, 2019 10:02 AM
To: Steve Peek <S.Peek@hollandhart.com>
Cc: Ryan A. Semerad <RASemerad@hollandhart.com>; Jared M. Moser <jmoser@maclaw.com>; Julia Rodionova <jrodionova@maclaw.com>; Javie-Anne Bauer <jbauer@maclaw.com>
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

Steve,

In order to control costs, the issue is that the parties can split Ms. Koutz's travel expenses or Ms. Cohen has offered to pay them provided there is no negative inference (bias, prejudice, etc.). Your clients are just opting to have everyone travel to Hawaii and incur exorbitant costs for no reason. Any witness is entitled, as a matter of law, to travel expenses when they voluntarily appear to testify. See NRS 50.225. Plus, the costs may shift depending on who the prevailing party is. I understand that we can address this down the road through MIL practice, but we are trying to eliminate the need to do that and resolve this issue prior to the deposition.

Please let me know if your clients are willing to stipulate.

Thanks,
Liane

<image001.jpg>

Liane K. Wakayama, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6078
f | 702.856.8917
lwakayama@maclaw.com | [vcard](#)
maclaw.com



Please consider the environment before printing this e-mail!

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

From: Steve Peek [mailto:S.Peek@hollandhart.com]
Sent: Wednesday, August 14, 2019 9:26 AM
To: Liane K. Wakayama
Cc: Ryan A. Semerad; Jared M. Moser; Julia Rodionova; Javie-Anne Bauer
Subject: Re: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

Thank you for agreeing to look for another date for Ms. Davidson's deposition. With respect to Ms. Koutz's deposition, please send me any legal authority that you have which holds, as a matter of law, that inquiry into whether a party's enlistment of a witness who is beyond the subpoena powers of a Nevada court to appear for a deposition in Nevada and the payment for travel costs by that party is not fair game and cannot be considered by a jury as bias in favor of the party paying for the witness'. If you have such authority, I will be happy to revisit the subject with my client. Obviously you are free to pay for Ms. Koutz to come to Las Vegas and take her deposition on September 9 without the need for motion practice and then visit the subject with the court in a MIL.

Sent from my iPhone

On Aug 14, 2019, at 8:35 AM, Liane K. Wakayama <LWakayama@maclaw.com> wrote:

Steve,

I am not available on August 30th, so we will see if September 4th works for Ms. Davidson and her counsel.

As for Ms. Koutz, I expressed to you last week that in order to control costs, we would like to take her deposition here in Las Vegas. Ms. Cohen has offered to pay her travel costs provided that your clients stipulate that there are no negative inferences in doing so. This is not out of the ordinary and a reasonable request, especially since nobody at my firm has even spoken to Ms. Koutz. You initially agreed via phone on July 31st, but you just had to confirm with your clients. Later, your clients elected to all fly to Hawaii (an exorbitant and unnecessary cost). When I asked that you reconsider or make yourself available for a conference call with Judge Gonzalez, you told me to file a motion. So, we are preparing to do so unless your clients change their mind. Right now, the plan is to depose Ms. Koutz in Las Vegas on September 9th pending our request for a protective order concerning the allocation of costs. If your clients are willing to stipulate as originally agreed, please let us know by the end of business today.

Thank you,
Liane

<image001.jpg>

Liane K. Wakayama, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6078
f | 702.856.8917
lwakayama@maclaw.com | [vcard](#)
maclaw.com



Please consider the environment before printing this e-mail!

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

From: Steve Peek [<mailto:S.Peek@hollandhart.com>]
Sent: Tuesday, August 13, 2019 6:53 PM
To: Liane K. Wakayama; Ryan A. Semerad
Cc: Jared M. Moser; Julia Rodionova; Javie-Anne Bauer
Subject: RE: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

I now have your notice to take deposition of Patty Davidson for August 29. I do have an evidentiary hearing in front of Judge Gonzalez which is scheduled for August 26 – 28 but may bleed into August 29. I would prefer August 30 or September 4. Perhaps when you speak with Ms. Davidson's attorney, the two of you can agree on August 30 or September 4.

I asked you earlier to confirm Ms. Koutz's deposition for September 9 and I am waiting for your response. Please confirm date and location.

From: Liane K. Wakayama <[LWakayama@maclaw.com](mailto:Wakayama@maclaw.com)>
Sent: Friday, August 9, 2019 8:54 AM
To: Steve Peek <S.Peek@hollandhart.com>; Ryan A. Semerad <RASemerad@hollandhart.com>
Cc: Jared M. Moser <jmoser@maclaw.com>; Julia Rodionova <jrodionova@maclaw.com>; Javie-Anne Bauer <jbauer@maclaw.com>
Subject: Cohen v. Padda (Deposition Dates) (15438-1) [IWOV-iManage.FID1062698]

Steve,

When we spoke on July 31st, you informed me that you would be providing dates for Patty Davidson's deposition as well as Mr. Padda and the 30(b)(6) designee. We have not heard back from you.

We also discussed the deposition of Karla Koutz who lives in Hawaii. I proposed three options for Ms. Koutz's travel: (1) split equally between our clients; (2) Ms. Cohen would bear the cost provided that your clients enter into a stipulation that there will be no negative inferences in doing so (which would also include her trial testimony); or (3) we can all go to Hawaii. Please let us know what option your clients are willing to agree to.

In the meantime, we will be noticing Ms. Davidson's deposition for August 29th at 9:30 a.m. and Ms. Koutz's deposition for September 9th at 9:30 a.m.

Thank you,
Liane

<image001.jpg>

Liane K. Wakayama, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
t | 702.207.6078
f | 702.856.8917

lwakayama@maclaw.com | [vcard](#)
maclaw.com



Please consider the environment before printing this e-mail!

Pursuant to IRS Circular 230, any tax information or written tax advice contained herein (including any attachments) is not intended to be and can neither be used by any person for the purpose of avoiding tax penalties nor used to promote, recommend or market any tax-related matter addressed herein.

DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (702) 382-0711 and ask to speak to the sender of the communication. Also please e-mail the sender and notify the sender immediately that you have received the communication in error. Thank you. Marquis Aurbach Coffing - Attorneys at Law

Exhibit 6

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an individual,
Plaintiff,

vs.

CASE NO.
A-19-792599-B

PAUL S. PADDA, an individual;
PAUL PADDA LAW, PLLC, a Nevada
professional limited liability
company; DOE individuals I-X;
and, ROE entities I-X,

Defendant.

VIDEOTAPED DEPOSITION OF WAYNE H. PRICE, ESQ.

VOLUME II

Taken at the offices of Campbell & Williams

Taken on Monday, December 23, 2019

at 3:00 p.m.

at 700 South Seventh Street
Las Vegas, Nevada

Reported by: Denise R. Kelly, CCR #252, RPR

APPEARANCES:

For the Plaintiff:

LIANE K. WAKAYAMA, ESQ.
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
702-382-0711
lwakayama@maclaw.com

DONALD J. CAMPBELL, ESQ.
CAMPBELL & WILLIAMS
700 South Seventh Street
Las Vegas, Nevada 89101
702.382.5222
djc@cwlawlv.com

For the Defendants:

TAMARA BEATTY PETERSON, ESQ.
PETERSON BAKER, PLLC
701 South Seventh Street
Las Vegas, Nevada 89101
702.786.1001
tpeterson@petersonbaker.com

Videographer:

CHRISTOPHER BAUGH,
LAS VEGAS LEGAL VIDEO

Also Present:

RUTH COHEN
JULIA RODIONOVA, PARALEGAL
MARQUIS AURBACH COFFING
PAUL PADDA

* * * * *

INDEX

WITNESS: WAYNE H. PRICE, ESQ.

Exam Further Exam

By Mr. Campbell

5

By Ms. Peterson

66

<p style="text-align: right;">page 14</p> <p>1 Q. May of 2018?</p> <p>2 A. I'm sorry, March. March.</p> <p>3 Q. March of 2018?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And so he then -- if you could go</p> <p>6 to 1650, please, sir. So he then responded to you</p> <p>7 saying, you know:</p> <p>8 "What would be the substance of the</p> <p>9 discussion, Wayne? The last time we spoke</p> <p>10 you took the conversation into an unfortunate</p> <p>11 direction which resulted in the abrupt</p> <p>12 separation. I've always liked and respected</p> <p>13 you and would be happy to meet as long as the</p> <p>14 conversation remains positive and</p> <p>15 respectful."</p> <p>16 Do you know what he meant when he accused</p> <p>17 you of taking the conversation into an unfortunate</p> <p>18 direction?</p> <p>19 A. Well, I assume it was the day that I was</p> <p>20 told to leave the office.</p> <p>21 Q. Okay.</p> <p>22 A. An assumption. I don't -- I think that's</p> <p>23 the last time we talked.</p> <p>24 Q. Okay. So let's go -- so you had not</p> <p>25 spoken to him since you had left the office, correct?</p>	<p style="text-align: right;">page 16</p> <p>1 And, again, this is all in 2018, right?</p> <p>2 A. Correct.</p> <p>3 Q. All right. August and September of 2018,</p> <p>4 right?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Go to the next page. It's from you</p> <p>7 on two days later, September the 3rd. You say:</p> <p>8 "Thanks for the note, Paul. Enjoy</p> <p>9 Houston. I'll await your text around the</p> <p>10 9th or 10th. Thanks for the referral. May I</p> <p>11 speak with Mary?"</p> <p>12 A. I don't know where you are. What page is</p> <p>13 that?</p> <p>14 Q. I'm sorry. It's 1648.</p> <p>15 A. 1648. Okay, yes.</p> <p>16 Q. Okay. So go back, okay, to September 1 at</p> <p>17 7:22 on 1649. Are you with me?</p> <p>18 A. Yes.</p> <p>19 Q. He says, "Okay."</p> <p>20 MS. PETERSON: What time?</p> <p>21 MR. CAMPBELL: At 7:22.</p> <p>22 MS. PETERSON: Okay.</p> <p>23 MR. CAMPBELL: On 1649 Bates stamped.</p> <p>24 MS. PETERSON: Okay.</p> <p>25 ///</p>
<p style="text-align: right;">page 15</p> <p>1 A. Correct.</p> <p>2 Q. Okay. Had you spoken to Ms. Davidson</p> <p>3 since you had left the office?</p> <p>4 A. No.</p> <p>5 Q. All right. You then respond that you just</p> <p>6 wanted to talk and wanted to, wanted:</p> <p>7 "...to hook up and start the</p> <p>8 relationship anew. Nothing bad. Thanks."</p> <p>9 To which he then responded, correct?</p> <p>10 MS. PETERSON: You didn't read the whole</p> <p>11 thing. You just summarized?</p> <p>12 BY MR. CAMPBELL:</p> <p>13 Q. No, I didn't mean -- yeah, I was just</p> <p>14 summarizing.</p> <p>15 And he responded on the 1st. That was on</p> <p>16 the 30th that you sent that, it looks like. No,</p> <p>17 August 31st, excuse me, and he responded on the 1st.</p> <p>18 "Okay." It reads:</p> <p>19 "Okay. I'll text you this weekend.</p> <p>20 I'm out of town next week so if not this</p> <p>21 weekend, then anytime the week of the 10th."</p> <p>22 And you then responded a couple of hours</p> <p>23 later at the very top:</p> <p>24 "Sounds good. Let me know. Sent from</p> <p>25 my iPhone."</p>	<p style="text-align: right;">page 17</p> <p>1 BY MR. CAMPBELL:</p> <p>2 Q. Okay. And this is on September 1st, 2018,</p> <p>3 and he says:</p> <p>4 "Okay. I'll text you this weekend.</p> <p>5 I'm out of town next week so if not this</p> <p>6 weekend, then anytime the week of September</p> <p>7 the 10th."</p> <p>8 Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Then go back to 1648. And you say:</p> <p>11 "Thanks for the note, Paul. Enjoy</p> <p>12 Houston."</p> <p>13 How did you know he was going to Houston?</p> <p>14 MS. PETERSON: I'm sorry. Where was that?</p> <p>15 Where you said go back to?</p> <p>16 MR. CAMPBELL: 1648.</p> <p>17 MS. PETERSON: Okay. Gotcha.</p> <p>18 BY MR. CAMPBELL:</p> <p>19 Q. How did you know he was going to Houston?</p> <p>20 A. I don't remember.</p> <p>21 Q. Okay. And, again, you say:</p> <p>22 "I'll await your text around the</p> <p>23 9th or 10th."</p> <p>24 Correct? Okay?</p> <p>25 A. Well, I don't remember I saying 9th or</p>

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5

I further certify that I am not a relative

1 or employee of counsel or of any of the parties
2 involved in the proceeding, nor a person financially
3 interested in the proceeding.

4 IN WITNESS WHEREOF, I have set my hand in my
5 office in the County of Clark, State of Nevada, this
6 30th day of December, 2019.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



Denise R. Kelly
CCR #252, RPR

Exhibit 7

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

DISTRICT COURT
CLARK COUNTY, NEVADA
RUTH L. COHEN,
Plaintiff
v. Case No.: A-19-792599-B
PAUL S. PADDA, et al.,
Defendants
_____/

The videotaped deposition of SCOTT BOGASH
was held on Wednesday, November 20, 2019, commencing at
9:14 a.m., at the Offices of Assembly Software, LLC,
10461 Mill Run Circle, Suite 900, Owings Mills,
Maryland, 21117, before Ahuva Goldberger, Notary
Public.

REPORTED BY: Ahuva Goldberger
Pages 1- 114

1 APPEARANCES:

2

3 ON BEHALF OF THE PLAINTIFF:

4 JARED M. MOSER, ESQUIRE

5 Marquis Aurbach Coffing

6 10001 Park Run Drive

7 Las Vegas, Nevada 89145

8 Telephone: 702-382-0711

9 E-mail: Jmoser@maclaw.com

10

11 ON BEHALF OF THE DEFENDANTS:

12 TAMARA BEATTY PETERSON, ESQUIRE

13 Peterson Baker, PLLC

14 701 South 7th Street

15 Las Vegas, Nevada 89101

16 Telephone: 702-786-1001

17 E-mail: Tpeterson@petersonbaker.com

18

19 ALSO PRESENT: ROB STEINBERG, ESQUIRE (VIA

20 VIDEOCONFERENCE), ON BEHALF OF ASSEMBLY SOFTWARE

21 PATTY DAVIDSON, REPRESENTATIVE OF PAUL PADDA LAW

Page 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

INDEX

Deposition of Scott Bogash

November 20, 2019

Examination By:	Page
Ms. Peterson	5, 104
Mr. Moser	85, 109

Exhibit No.		Marked
Exhibit 151	Notice of Deposition	4
Exhibit 152	Calendar Audit Report	60
Exhibit 153	Case Note	75
Exhibit 154	Case Note	76
Exhibit 155	Case Note	78
Exhibit 156	Screen Shot	80
Exhibit 157	TrialWorks Printout	101

<p>1 A. Yes.</p> <p>2 Q. Okay.</p> <p>3 If you could go to the next page, 5793, the</p> <p>4 top two lines, the app created app modified says what?</p> <p>5 A. The first one, the app created was Needles.</p> <p>6 The second one, the modified -- the modified was</p> <p>7 Outlook. So they both were created in Needles and</p> <p>8 modified in Outlook.</p> <p>9 Q. Okay.</p> <p>10 And the staff who modified it in Outlook?</p> <p>11 A. Is Ruth.</p> <p>12 Q. Okay.</p> <p>13 And if you look at the date that was</p> <p>14 modified, what date does that say?</p> <p>15 A. The date is 6/22/2016.</p> <p>16 Q. Okay.</p> <p>17 And if you can go to the prior page, does</p> <p>18 that date also match?</p> <p>19 A. Yes. The other one from Outlook is</p> <p>20 6/22/2016.</p> <p>21 Q. All right.</p> <p style="text-align: right;">Page 66</p>	<p>1 Q. So is it -- are you comfortable saying that</p> <p>2 Ruth accessed the Needles calendar on February 9, 2016?</p> <p>3 A. Yes.</p> <p>4 Q. Turning to the next page, 5793, there are --</p> <p>5 there's an entry about two -- second from the bottom</p> <p>6 that says staff modified Ruth and app modified Needles</p> <p>7 and gives a date. Do you see that?</p> <p>8 A. 2/11/2016?</p> <p>9 Q. Yes.</p> <p>10 MR. MOSER: I'm sorry. What page are you</p> <p>11 on, Tammy?</p> <p>12 MS. PETERSON: 5793.</p> <p>13 MR. MOSER: Thank you.</p> <p>14 BY MS. PETERSON:</p> <p>15 Q. So are you comfortable saying what staff</p> <p>16 modified an entry on the last date in Needles?</p> <p>17 A. Yes.</p> <p>18 Q. And who is that?</p> <p>19 A. That's Ruth on 2/11/2016.</p> <p>20 Q. So she -- so Ruth accessed Needles calendar</p> <p>21 on February 11, 2016?</p> <p style="text-align: right;">Page 68</p>
<p>1 In other words, are you comfortable saying</p> <p>2 looking at this audit report that Ruth made several</p> <p>3 changes in her Outlook on June 22, 2016 and they all</p> <p>4 synched up to Needles?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. All right.</p> <p>7 So staying on page 5792, there's an entry at</p> <p>8 the bottom very last part that has a staff modified of</p> <p>9 Ruth. Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. And the app -- created app modified there is</p> <p>12 Needles.</p> <p>13 Correct?</p> <p>14 A. Correct.</p> <p>15 Q. All right.</p> <p>16 And so are you able to tell from this last</p> <p>17 line if Ruth used Needles to modify something on a</p> <p>18 particular date?</p> <p>19 A. Yes.</p> <p>20 Q. And when did she modify that?</p> <p>21 A. That was 2/9/2016.</p> <p style="text-align: right;">Page 67</p>	<p>1 A. Yes.</p> <p>2 Q. Okay.</p> <p>3 And so I'm clear, I mean, the law firm can't</p> <p>4 change this report. Right? This is your data?</p> <p>5 A. Well, this is their data, but --</p> <p>6 Q. Okay. I see.</p> <p>7 A. This is the data that's in the database.</p> <p>8 Q. But they change this? Whoever the user is,</p> <p>9 that's who is listed?</p> <p>10 A. Yes.</p> <p>11 Q. Okay.</p> <p>12 A. Unless somebody knows her sign in. I mean,</p> <p>13 things like that can happen. Other people could -- if</p> <p>14 that's a known thing.</p> <p>15 Q. Okay.</p> <p>16 So somebody could have someone's user name.</p> <p>17 Would they need the password too?</p> <p>18 A. They would need their password.</p> <p>19 Q. All right.</p> <p>20 And then they could log in as that person?</p> <p>21 A. Yes.</p> <p style="text-align: right;">Page 69</p>

1 I, Ahuva Goldberger, a Notary Public of the
2 State of Maryland, City of Baltimore, do hereby certify
3 that the within-named witness personally appeared
4 before me at the time and place herein set out, and
5 after having been duly sworn by me, according to law,
6 was examined by counsel.

7 I further certify that the examination was
8 recorded stenographically by me and this transcript is
9 a true record of the proceedings.

10 I further certify that I am not of counsel to
11 any of the parties, nor in any way interested in the
12 outcome of this action.

13 As witness my hand and notarial seal this
14 9th day of December, 2019.

15

16

17

18



19

Ahuva Goldberger

20

Notary Public

21

My Commission Expires:

May 21, 2023

Exhibit 8

09:24:47 1

DISTRICT COURT

09:24:47 2

CLARK COUNTY, NEVADA

09:24:47 3

RUTH L. COHEN, an) CASE NO. A-19-792599-B

09:24:47 4

individual,)

09:24:47 5

Plaintiff,)

09:24:47 6

vs.)

09:24:47 7

PAUL S. PADDA, an)

09:24:47 8

individual; PAUL PADDA LAW,)

09:24:47 9

PLLC, a Nevada professional)

09:24:47 10

limited liability company;)

09:24:47 11

DOE individuals I-X; and)

09:24:47 12

ROE entities I-X,)

09:24:47 13

Defendants.)

09:24:47 14

_____)

09:24:47 15

VIDEOTAPED TRIAL PRESERVATION DEPOSITION OF

09:24:47 16

KARLA KOUTZ,

09:24:47 17

Taken on behalf of Plaintiff Ruth L. Cohen at the

09:24:47 18

Offices of Ralph Rosenberg Court Reporters, Inc.,

09:24:47 19

American Savings Bank, Conference Room 798, 1001 Bishop

09:24:47 20

Street, Honolulu, Hawai'i, 96813, commencing at 9:25

09:24:47 21

a.m., on September 9th, 2019, pursuant to Notice.

09:24:47 22

09:24:47 23

BEFORE: PATRICIA ANN CAMPBELL, CSR 108

09:24:47 24

Certified Shorthand Reporter

09:24:47 25

State of Hawai'i

09:24:47 1 APPEARANCES:

2

09:24:47 3 For Plaintiff Ruth L. Cohen:

09:24:47 4 LIANE K. WAKAYAMA, ESQ.

09:24:47 5 JARED M. MOSER, ESQ.

09:24:47 6 Marquis Aurbach Coffing

09:24:47 7 10001 Park Run Drive

09:24:47 8 Las Vegas, Nevada 89145

09:24:47 9 702-382-0711

09:24:47 10 lwakayama@maclaw.com

09:24:47 11 jmoser@maclaw.com

12

09:24:47 13 For Defendants Paul S. Padda and Paul Padda Law, PLLC:

09:24:47 14 J. STEPHEN PEEK, ESQ.

09:24:47 15 Holland and Hart, LLP

09:24:47 16 9555 Hillwood Drive

09:24:47 17 Las Vegas, Nevada 89134

09:24:47 18 speak@hollandhart.com

09:24:47 19 702-222-2544

20

09:24:47 21 Also present:

09:24:47 22 Ruth L. Cohen

09:24:47 23 Paul S. Padda

24

25

09:24:47 1 APPEARANCES (Continued):

2

09:24:47 3 The Videographer:

09:24:47 4 Alan Nielsen, Legal Video Specialist

09:24:47 5 Certified Legal Video Services

09:24:47 6 Suite 500

09:24:47 7 1111 Bishop Street

09:24:47 8 Honolulu, Hawaii 96813

09:24:47 9 808-550-2587

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

09:24:47 1

I N D E X

2

3

4

09:24:47 5

EXAMINATION BY:PAGE

09:24:47 6

Ms. Wakayama

7

09:24:47 7

Mr. Peek

188

09:24:47 8

9

10

11

12

13

09:24:47 14

EXHIBITS FOR IDENTIFICATION

09:24:47 15

NO.DESCRIPTIONPAGE

09:24:47 16

23

Letter to whom it may concern

12

09:24:47 17

from K. Koutz, undated; resume

09:24:47 18

24

"Complaint with Jury Demand"

18

09:24:47 19

25

"Stipulation and Order to

20

09:24:47 20

Dismiss with Prejudice"

09:24:47 21

26

Floor plan

33

09:24:47 22

27

Email to R. Cohen from K. Koutz,

57

09:24:47 23

dated 3-11-16

09:24:47 24

28

Email to A. Pourghahreman from

80

09:24:47 25

P. Padda, dated 1-9-15

1 even though they had dissolved the partnership?
 2 A. Had I seen the relationship change at all?
 3 Q. Right.
 4 A. No. No, no.
 5 Q. So based on your observations, even after Mr.
 6 Padda and Ms. Cohen dissolved the partnership, did you
 7 still get the impression that Ms. Cohen trusted Mr.
 8 Padda?
 9 A. Definitely.
 10 Q. Do you have any understanding as to whether Ms.
 11 Cohen relied on Mr. Padda to keep her updated on the
 12 certain contingency fee cases that she was entitled to a
 13 percentage of?
 14 MR. PEEK: Objection, speculation.
 15 A. Yes, I would -- I would anticipate and -- and,
 16 yes, they had meetings. I mean, there -- I wasn't -- I
 17 wasn't speaking to -- to Ruth about any cases or, you
 18 know, anything like that as far as that goes.
 19 Q. (By Ms. Wakayama) So what type of contingency
 20 cases were you actually working on that the firm was
 21 retained prior to December 31st, 2014?
 22 A. Well, there was some personal injury. I mean,
 23 there was -- well, we had Mark Garland. That was a big
 24 one. Moradi, of course, that was a big one. Steve
 25 Cochran, Steve and Melissa Cochran. And these are just

1 like the main ones I can think of that had a lot of
 2 documents that...
 3 We had Salvador Verduco and George Paz. That
 4 was a personal injury matter. That was a... And there
 5 were -- I can't -- I can't think of all, all, all of
 6 them, but those are like the main ones at that
 7 particular time that jump out at me. There was another
 8 matter with Ager Linder and a T. J. Water. That was a
 9 personal injury matter as well that was -- we were
 10 working on.
 11 Q. So during this time frame, was Ms. Cohen working
 12 on any of these cases, or was it primarily being held by
 13 -- being managed by another attorney at the firm?
 14 A. I'd say the majority of these cases were being
 15 handled by mostly Ashley and Paul.
 16 Q. Paul Padda?
 17 A. Mm-hm.
 18 Q. Yes?
 19 A. Yes.
 20 Q. And you testified, I believe, that you were not
 21 keeping Ms. Cohen informed about the status of the
 22 personal injury cases that you were --
 23 MR. PEEK: Objection.
 24 Q. (By Ms. Wakayama) -- working on, correct?
 25 A. Correct.

1 MR. PEEK: Objection, leading.
 2 Q. (By Ms. Wakayama) You testified earlier that
 3 there came a point in time when Ms. Cohen's office had
 4 changed roughly in the 2015 time period, correct?
 5 A. Correct.
 6 Q. Now, when Ms. Cohen would come in to the office,
 7 I believe you testified it went down to a couple times a
 8 week, correct?
 9 A. Yes.
 10 Q. Would you ever observe Mr. Padda routinely
 11 visiting Ms. Cohen and talking to her about cases?
 12 A. No. Going into Ruth's office and talking about
 13 cases?
 14 Q. Correct.
 15 A. No.
 16 Q. Did you ever observe Mr. Padda going into Ms.
 17 Cohen's office to talk about cases?
 18 A. They -- generally, Paul didn't go into --
 19 Are we talking about the -- the big office that
 20 they shared?
 21 Q. Correct.
 22 A. Well, I mean, they were -- they were in there
 23 together, so, I mean, they were -- they were discussing
 24 things, but I don't know particularly if it was like,
 25 you know, this particular case or anything like that

1 with -- within earshot, no.
 2 Q. Would you ever observe or overhear Mr. Padda
 3 updating Ms. Cohen on the Mark Garland case?
 4 MR. PEEK: Objection, foundation.
 5 A. No.
 6 Q. (By Ms. Wakayama) Would you ever observe Mr.
 7 Padda updating Ms. Cohen on the David Moradi case?
 8 A. No.
 9 Q. Would you ever observe Mr. Padda updating Ms.
 10 Cohen on the Cochran's case?
 11 A. No.
 12 Q. Are you familiar with the Needles software?
 13 A. I am.
 14 Q. And can you describe for the jury what exactly
 15 is the Needles software?
 16 A. So that's an in-house software like a case
 17 management program that we had where we would enter new
 18 files. Basically, it's how we kept our client, all our
 19 client documents, notes, correspondence, things like
 20 that. We had a server that had folders linked to that,
 21 but Needles was our primary management system.
 22 Q. And while you worked at Cohen and Padda, did you
 23 have access to the Needles software at the firm?
 24 A. Yes, I did.
 25 Q. As Ms. Cohen's assistant, were you aware of

1 whether or not Ms. Cohen had access to the Needles
2 software at Cohen and Padda?
3 A. Ruth wasn't -- she's not computer savvy, so she
4 never got on Needles.
5 Q. So if Ms. Cohen didn't have any access to the
6 Needles software program at Cohen and Padda, what is
7 your understanding as to the information about cases
8 that she would not be able to access?
9 MR. PEEK: Objection, mischaracterizes the
10 testimony. She said that she was not --
11 MS. WAKAYAMA: No speaking --
12 MR. PEEK: -- computer --
13 MS. WAKAYAMA: -- objections.
14 MR. PEEK: I'm going to make a speaking
15 objection when you continue to misstate the tes --
16 MS. WAKAYAMA: I'm not.
17 MR. PEEK: -- timony.
18 MS. WAKAYAMA: She can correct it if it's
19 wrong. I asked --
20 MR. PEEK: Then --
21 MS. WAKAYAMA: -- her before --
22 MR. PEEK: -- it's leading then. Either --
23 MS. WAKAYAMA: No.
24 MR. PEEK: -- way --
25 MS. WAKAYAMA: It's not leading. It is

1 not.
2 MR. PEEK: I'm not gonna argue --
3 MS. WAKAYAMA: You can say --
4 MR. PEEK: -- with you.
5 MS. WAKAYAMA: -- your objection.
6 MR. PEEK: I'm not gonna argue with you.
7 (Discussion off the record with the court
8 reporter.)
9 MR. PEEK: Let me finish my objection, and
10 then you may interrupt, and you may after I --
11 MS. WAKAYAMA: I won't --
12 MR. PEEK: -- finish --
13 MS. WAKAYAMA: -- interrupt.
14 MR. PEEK: -- my objection.
15 MS. WAKAYAMA: Go ahead.
16 MR. PEEK: Objection, mischaracterizes the
17 evidence. She has testified that Ms. Cohen was not
18 computer savvy, not that she did not have access to the
19 system.
20 Q. (By Ms. Wakayama) Okay. Did you understand my
21 question? And let me just rephrase it, and you can
22 still answer it, okay, if you understand it.
23 A. Mm-hm.
24 Q. Since Ms. Cohen did not have access to the
25 Needles software and as her assistant, what type of

1 information would Ms. Cohen not be able to access and
2 see about certain cases on the Needles software?
3 A. Every -- everything, the notes, the
4 correspondence. Primarily, the notes section is what
5 was the most important in our Needles. I mean, just
6 basically, everything that was, you know, being done on
7 -- you know, we -- we would have to keep detailed notes
8 on Needles on a day-to-day. Every time we touched that
9 case, we talked to anybody, anything, you know, was to
10 get done was to be recorded on Needles.
11 Q. In addition to the notes section of the Needles
12 software, did you keep a hard copy of the notes that
13 were being inputted into the software?
14 A. Not of the notes, no. We just, yeah.
15 Q. And why was the notes the most important section
16 of the Needles software?
17 A. Well, just the communication of where the case
18 was, if somebody, you know, needed to know where we were
19 at with it, but that was stressed upon us, at least from
20 what I recall, that the notes section is very important.
21 I think Paul and Ashley had gone to Needles
22 training in Washington, DC, and we -- in that training
23 from what I recall was brought back that the notes
24 section is -- you know, it's detailed, it's timed, it's
25 foolproof, basically, as far as, you know, keeping

1 accurate records. So that was stressed really high to
2 us to keep -- keep that note section up to date.
3 Q. Now, did Mr. Padda, to your understanding, have
4 access to the Needles program?
5 A. Yeah. Yes.
6 Q. Did you understand Mr. Padda to be computer
7 savvy?
8 A. Yes.
9 Q. And why is that?
10 A. Because he knew Needles. He went to the
11 conferences. We discussed different things about the
12 program. I mean, he -- he -- Paul was -- Paul knew how
13 to navigate through Needles.
14 Q. Were you aware if Ms. Cohen ever attended
15 conferences about the Needles program?
16 A. No, Ruth never attended any type of workshops or
17 conferences about Needles.
18 Q. So when somebody is inputting notes into the
19 Needles program, does it specify the author of the
20 notes, and then everybody can see exactly what's put
21 into the notes section?
22 A. Yes.
23 Q. And what type of information would be included
24 in the notes section for each case in the Needles
25 software?

1 (Deposition Exhibit 46 was marked for
2 identification.)
3 THE VIDEOGRAPHER: We are back on the
4 record at 2:27 p.m.
5 Q. (By Ms. Wakayama) Ms. Koutz, you have been
6 handed what's been marked as Exhibit 46. Do you
7 recognize this email dated June 30th, 2016, from you to
8 Mr. Padda with Ms. Davidson copied?
9 A. Yes.
10 Q. And what was the purpose of your June 30th,
11 2016, email?
12 A. Submit my resignation.
13 Q. Did Mr. Padda respond to you after you submitted
14 your resignation?
15 A. I don't know.
16 Q. Do you recall any discussions that you had with
17 Mr. Padda after you let him know that you plan on
18 relocating to Hawai'i?
19 A. Oh, yeah. He was always supportive. He said he
20 was sorry to, you know, see me go, but, you know, he
21 understood, and -- and, yeah, he was very kind to me
22 when I left.
23 Q. Did Ms. Davidson respond to you after you
24 submitted your resignation?
25 A. I don't recall. She probably acknowledged my --

1 my notice.
2 Q. And you mentioned that Mr. Padda was very kind
3 to you when you left Cohen and Padda? What did you mean
4 by that?
5 A. He gave me a nice card with -- with \$100 in it
6 and said, you know, wished me luck and just, yeah, he
7 was -- he was really nice.
8 MS. WAKAYAMA: 47.
9 (Deposition Exhibit 47 was marked for
10 identification.)
11 Q. (By Ms. Wakayama) Ms. Koutz, you have been
12 handed what's been marked as Exhibit 47. Do you
13 recognize this email from you towards the bottom of the
14 page to Jason?
15 A. Jason Hahn, yes.
16 Q. On March 15, 2016?
17 A. Yes.
18 Q. And who's Jason Hahn?
19 A. Jason Hahn is a private investigator that Paul
20 uses on some other cases.
21 Q. Did you ever work with Mr. Hahn while you were
22 at Cohen and Padda?
23 A. I mean, yeah. Not -- not -- he would just go
24 out, and, yes, I did work with him.
25 Q. Did you ever observe Mr. Padda and Mr. Hahn

1 interacting while you were at Cohen and Padda?
2 A. Yes.
3 Q. And how would you describe Mr. Padda's and Mr.
4 Hahn's relationship?
5 A. Very good, very friendly, they're -- they have a
6 good, a good relationship.
7 Q. So what was your purpose of your email to Mr.
8 Hahn on March 15th, 2016?
9 A. Well, Jason and his -- his partner Cass had ties
10 here in Hawai'i, and so they were going to be coming to
11 an HPD conference in May, and they were gracious enough
12 to try to help me find a job before I got here, and they
13 said they had some connections. So I had gotten my
14 resume together.
15 I think by the looks of this, I was trying to
16 get Paul to sign a letter of reference for me, but he
17 was really busy, so -- so, yeah, that's -- that's why I
18 was reaching out to Jason in regards to that.
19 Q. And it says, Aloha, Jason, I have given up on
20 waiting for Paul to write my letter. He will do it,
21 hopefully, in the near future. Ha, ha. For now, I have
22 attached my resume and cover letter.
23 Did I read that correctly?
24 A. Yes.
25 Q. Okay. So had you asked previously prior to

1 March 15, 2016, for Mr. Padda to write a letter of
2 reference for you?
3 A. I did, yes.
4 Q. And what was Mr. Padda's response to you when
5 you asked him to write a letter of reference?
6 A. He was always very open to providing me to write
7 the letter or to provide me with a letter from him. I
8 just think that the time -- he just couldn't find the
9 time to do it. So eventually what I think ended up
10 happening is I -- Ashley and I put it together, and then
11 Paul went ahead and reviewed it and signed it.
12 Q. Has Jason Hahn recently contacted you about your
13 deposition today?
14 A. Yes, he did.
15 Q. And when was that?
16 A. That was last week, Wednesday or Thursday. I
17 didn't -- I can look on my phone to be exact.
18 Q. And did you speak to Mr. Hahn?
19 A. Very briefly.
20 Q. And what did you discuss with Mr. Hahn?
21 A. Well, the -- just a little chitter chat about
22 Hawai'i, and then he asked me if I was -- if I knew
23 about the lawsuit that was going on between Paul and
24 Ruth, and I said, yes, I was getting deposed on Monday.
25 He said that, well, you know, you're on the witness

1 list, so I need to call you and ask you some questions,
2 and he -- one of the first questions he asked me was
3 about the file room and access to the file room. So I
4 was at work at the time, so I couldn't talk to him then,
5 so I told him I would get back to him later.

6 Q. And what did, specifically, Mr. Hahn ask you
7 about access to the file room?

8 A. He just said every -- basically, he was getting
9 to the point of that everybody had access to the file
10 room. So I just didn't feel comfortable, yeah. I
11 didn't want to answer any questions.

12 Q. Did you and Mr. Hahn discuss anything else about
13 your deposition?

14 A. No, that was it.

15 Q. Did Mr. Hahn give you any indication of whether
16 he was trying to find out how you would testify today?

17 A. Yes.

18 Q. And what did he say that made you reach that
19 conclusion?

20 A. I can't remember verbatim what he said, but it
21 was more or less where I stood. I think he could tell I
22 -- from what I understood, he was expecting me to be
23 very warm and friendly because, you know, I guess, I
24 talked to him back during this time, but I haven't
25 talked to these guys since I left, so everything was

1 Q. So Ms. Bliss worked under the Federal --

2 A. Federal.

3 Q. -- Defenders?

4 A. Correct.

5 Q. Do you have an understanding as to whether Ms.
6 Bliss is still working with Mr. Padda under the Federal
7 Defenders?

8 A. No, she is not.

9 Q. And do you have any understanding as to why Ms.
10 Bliss is no longer working with Mr. Padda under the
11 Federal Defenders?

12 A. I don't --

13 MR. PEEK: Objection, speculation, hearsay.

14 A. I don't know specifically. I just -- doesn't --
15 it didn't seem like she was very happy at the firm.

16 Q. (By Ms. Wakayama) Do you consider Ms. Cohen as
17 a friend of yours?

18 A. I do.

19 Q. Given your friendship, would you ever lie for
20 Ms. Cohen?

21 A. Absolutely not.

22 Q. Are you familiar with Seth Cogan?

23 A. Just his name.

24 Q. Did you ever meet Seth Cogan?

25 A. No.

1 really formal conversation on my end.

2 Q. And what do you mean by finding out which side
3 you're on?

4 A. Oh. He was trying to gauge my -- just,
5 basically, my demeanor on -- on what I was -- you know,
6 he -- he wanted to see what -- how I was going to
7 testify is, basically, what he was asking.

8 Q. Did Mr. Hahn ever offer you any money in
9 exchange for your testimony?

10 A. No.

11 Q. Has anybody offered you any money in exchange
12 for your testimony today?

13 A. No.

14 Q. Are you familiar with the Federal Defenders?

15 A. Yeah.

16 Q. And how are you familiar with the Federal
17 Defenders?

18 A. That was a short-lived, I don't know, business
19 that Paul was trying to start up with criminal cases.
20 It was when Kathleen Bliss came on board for a short
21 time with our firm, and they were working under that
22 name of the Federal Defenders.

23 Q. And who's Kathleen Bliss?

24 A. She is a prosecutor and worked with Ruth and
25 Paul, I believe, at the US Attorney's Office.

1 Q. And how are you familiar with Seth Cogan's name?

2 A. Well, honestly, I see him commenting on Paul's
3 web site a lot, comments.

4 Q. Mr. Padda's firm web site?

5 A. Paul's, yeah, firm web site, yeah.

6 Q. And what type of comments do you see Seth Cogan
7 making on Mr. Padda's firm web site?

8 A. Positive, positive remarks.

9 Q. Do you have anything to gain from testifying
10 today in relation to the dispute between Mr. Padda and
11 Ms. Cohen?

12 A. No.

13 Q. Are there any final thoughts that you would like
14 to leave the jury with in relation to Mr. Padda or Ms.
15 Cohen?

16 MR. PEEK: Objection, foundation, hearsay,
17 speculation.

18 A. Not at this time.

19 MS. WAKAYAMA: Okay. Can we take a short
20 break?

21 THE VIDEOGRAPHER: Okay. We are going off
22 the record at 2:37 p.m.

23 (Recess was taken.)

24 THE VIDEOGRAPHER: Back on the record at
25 2:49 p.m.

C E R T I F I C A T E

STATE OF HAWAI'I)

) SS.

CITY AND COUNTY OF HONOLULU)

I, PATRICIA ANN CAMPBELL, CSR 108, State of
Hawai'i, do hereby certify:

That on September 9th, 2019, appeared before
me KARLA KOUTZ, the witness whose 362 page deposition is
contained therein; that prior to being examined she was
by me duly sworn or affirmed pursuant to Act 110 of the
2010 Session of the Hawai'i State Legislature;

That the deposition was taken down by me in
machine shorthand and was thereafter reduced to
typewriting under my supervision; that the foregoing
represents to the best of my ability a true and correct
transcript of the proceedings had in the foregoing
matter;

That pursuant to Rule 30(e) of the Hawai'i
Rules of Civil Procedure, a request for an opportunity
to review and makes changes to this transcript was made
by the deponent and/or their attorney prior to the
completion of the deposition.

I further certify that I am not an attorney
for any of the parties hereto, nor in any way concerned
with the cause.

DATED this 11th day of September, 2019, in
Honolulu, Hawai'i.



PATRICIA ANN CAMPBELL, CSR 108

Certified Shorthand Reporter

State of Hawai'i

Exhibit 9

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an individual,

Plaintiff,

vs.

CASE NO.:
A-19-792599-B

PAUL S. PADDA, an individual; PAUL
PADDA LAW, PLLC, a Nevada professional
limited liability company; DOE
individuals I-X; and, ROE entities I-X,

Defendant.

VIDEOTAPED DEPOSITION OF ASHLEY POURGHAHREMAN
Taken at the offices of Marquis Aurbach Coffing
Taken on Wednesday, October 23, 2019

At 9:34 a.m.

At 10001 Park Run Drive
Las Vegas, Nevada

Reported by: Barbara Kulish, CCR #247, RPR

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

APPEARANCES:

For the Plaintiff:

LIANE K. WAKAYAMA, ESQ.
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
702-382-0711
lwakayama@maclaw.com

For the Defendants:

J. STEPHEN PEEK, ESQ.
HOLLAND & HART, LLP
9555 Hillwood Drive
Second Floor
Las Vegas, Nevada 89134
702-669-4600
speek@hollandhart.com

Videographer:

Christopher Baugh,
Las Vegas Legal Video

Also Present:

Ruth Cohen
Paul Padda

* * * * *

INDEX

WITNESS: ASHLEY POURGHAHREMAN

Exam

Further

Exam

By Ms. Wakayama

5

301,

321

By Mr. Peek

201

318,

322

page 2

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

LAS VEGAS, NEVADA, WEDNESDAY, OCTOBER 23, 2019

9:34 A.M.

-000-

THE VIDEOGRAPHER: Good morning. Today is

October 23rd, 2019. The time is approximately

9:34 a.m. This begins the video deposition of Ashley

Pourghahreman. We are located at Marquis Aurbach and

Coffing, 10001 Park Run Drive, Las Vegas, Nevada 89145.

My name is Christopher Baugh, court

videographer with Las Vegas Legal Video. This is

District Court, Clark County, Nevada, Case No.

A-19-792599-V in the matter of Ruth L. Cohen versus

Paul S. Padda, et al. This video deposition is

requested by attorneys for the plaintiff.

Will counsel please state your appearances

for the record.

MS. WAKAYAMA: Liane Wakayama appearing on

behalf of plaintiff Ruth Cohen, who is present with me,

as well as my paralegal Julia Rodiounova.

MR. PEEK: Stephen Peek representing the

defendants.

THE VIDEOGRAPHER: Thank you, counsel.

The deponent may now be sworn in by Barbara

Kulish with Rocket Reporters.

///

page 4

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

EXHIBITS

Deposition

Exhibit 3 - Partnership Dissolution Agreement,
Bates PPL 37-39
(previously marked)

187

Exhibit 40 - Bouari First Amended Complaint,
Bates COHEN 371-397
(previously marked)

194

Exhibit 49 - 11/14/14 Email, Bates PADDA 233
(previously marked)

89

Exhibit 58 - Smith Expert Report,
Bates PADDA 3585-3636
(previously marked)

150

Exhibit 63 - Odyssey File & Serve Printout,
Bates COHEN 417-418
(previously marked)

117

Exhibit 88 - Cohen & Padda Employee Handbook,
Bates PPL 46 and 63

54

Exhibit 89 - Moradi Case Notes Report

121

Exhibit 90 - Moradi's Responses to Interrogatories,
Bates COHEN 107-123

125

Exhibit 91 - 6/3/15 Email, Bates PSB-MOR 5181

136

Exhibit 92 - Moradi Case Notes Report

140

Exhibit 93 - Moradi Spreadsheet,
Bates PSB-MOR 1819-1824

154

Exhibit 94 - 10/5/15 Email, Bates PPL 188

161

Exhibit 95 - 7/19/16 Email, Bates GARLAND 36-39

165

Exhibit 96 - 1/5/15 Email, Bates PADDA 285

170

Exhibit 97 - 6/14/16 Email, Bates PADDA 4888-4889

180

page 3

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

ASHLEY POURGHAHREMAN,

having been first duly sworn, was

examined and testified as follows:

EXAMINATION

BY MS. WAKAYAMA:

Q. Will you please state your name and spell

it for the record.

A. Ashley Pourghahreman. A-s-h-l-e-y

P-o-u-r-g-h-a-h-r-e-m-a-n.

Q. Are you known by any other name?

A. No.

Q. Do you understand that the oath you just

took carries the same penalties of perjury as the oath

that you would take in a court of law?

A. Yes.

Q. Are you aware that there are statutory

penalties for violating that oath?

A. I would imagine.

Q. Have you ever been convicted of a felony?

A. No.

Q. Have you ever had your deposition taken

before?

A. No.

Q. Okay. So I'm going to go over some ground

page 5

<p style="text-align: right;">page 6</p> <p>1 rules with you so that way we're all on the same page. 2 So after your deposition, you're going to 3 have an opportunity to review your transcript. If you 4 make any substantive changes to your testimony, then I 5 have the right to question you about that at the time 6 of trial, and it can go to your credibility. 7 Do you understand? 8 A. I do. 9 Q. If you don't understand any of my 10 questions, please ask me for clarification, and I'll 11 rephrase them. But if do you answer my questions, I'm 12 going to assume that you understood them. 13 Is that fair? 14 A. Yes. 15 Q. And you're doing a really good job by 16 letting me finish my question before you answer, and 17 you're answering verbally instead of shrugging your 18 shoulders or saying um-hmm, uh-huh. So let's continue 19 to do that because the court reporter's life will be a 20 lot easier, and we'll try not to talk over each other. 21 Okay? 22 A. Okay. 23 Q. Today I'm entitled to your best estimate. 24 I don't want you to guess, but I am entitled to your 25 best estimate. So if I ask you, for example, what is</p>	<p style="text-align: right;">page 8</p> <p>1 deposed. 2 Q. Okay. And so who did you speak to 3 regarding the actual substance of your deposition 4 today? 5 A. I've had maybe a conversation with Karla. 6 A man named Michael or -- I think his name is Michael. 7 Q. Mike Elliott? 8 A. Mike Elliott, that could be the last name, 9 yeah, Mike Elliott. 10 Q. Are you referring to Karla Koutz? 11 A. Yes, Karla Koutz. 12 Q. Is there anybody else besides Karla Koutz 13 and Michael Elliott that you spoke about your 14 deposition today substantively? 15 A. I would imagine my husband, potentially, 16 but I don't even -- I don't know if I told him any 17 details. 18 Q. Okay. So aside from your husband, 19 Ms. Koutz, and Mr. Elliott, is there anybody else that 20 you spoke to about your deposition today? 21 A. Not that I can recall. 22 Q. Okay. And this is the first time that you 23 and I have actually met or spoken, correct? 24 A. Yes. 25 Q. Have you spoken to anyone at my firm,</p>
<p style="text-align: right;">page 7</p> <p>1 the estimated length of this table in front of us, you 2 could give that to me because you're sitting in front 3 of it; but if I ask you what the estimate is of my 4 dining room table at home, you wouldn't know because 5 you've never been there. 6 Do you understand the difference? 7 A. Right. 8 Q. Okay. Counsel is going to probably lodge 9 objections, and he has a right to do that, but you 10 still have to answer my questions. Okay? 11 A. Okay. 12 Q. Unless instructed not to do so. 13 A. Okay. 14 Q. Are you taking any drugs or medications 15 that may preclude you from understanding my questions 16 or testifying honestly and accurately today? 17 A. No. 18 Q. Are there any other reasons that you may 19 not be able to competently testify today? 20 A. No. 21 Q. Did you speak to anyone about your 22 deposition today? 23 A. Several people. 24 Q. Okay. 25 A. And just not like details, but I'm getting</p>	<p style="text-align: right;">page 9</p> <p>1 Marquis Aurbach Coffing, before about your deposition 2 today? 3 A. No. 4 I did also talk to Ruth. I knew that it 5 was going to be noticed, yeah. 6 Q. Okay. And what did you speak to Ms. Koutz 7 about your deposition today? 8 A. She called me crying, I think, after hers. 9 So we just talked about, Well, I hope this doesn't 10 affect my future in any way. Stuff like that. 11 Q. Did Ms. Koutz share with you why she was 12 upset at all after her deposition? 13 A. I don't think she loved just everyone 14 there, so. 15 Q. Was it more -- 16 A. She's a little emotional anyway, but I'm 17 sure it was hard for her. 18 Q. Just the logistics of the deposition and 19 the atmosphere? 20 A. Yeah, exactly. It didn't seem good. 21 Q. Did you discuss anything else with 22 Ms. Koutz? 23 A. No. 24 Q. Now, I understand that you met with 25 Mr. Elliott prior to your deposition today; is that</p>

<p style="text-align: right;">page 10</p> <p>1 correct?</p> <p>2 A. Prior to it being noticed, yeah, I did have</p> <p>3 a conversation with him.</p> <p>4 Q. And is Mr. Elliott a former FBI agent?</p> <p>5 A. I believe so.</p> <p>6 Q. So how did it come about that you spoke to</p> <p>7 Mr. Elliott about this case or your deposition prior to</p> <p>8 it being noticed?</p> <p>9 A. I believe he was hired by Mr. Peek is what</p> <p>10 he told me.</p> <p>11 Q. So he was hired by Mr. Peek on behalf of</p> <p>12 Mr. Peek's clients, Mr. Padda and the Padda law firm;</p> <p>13 is that your understanding?</p> <p>14 A. Yeah, I would imagine so.</p> <p>15 Q. So how did it come about that Mr. Elliott</p> <p>16 contacted you about this case?</p> <p>17 A. You know, at first I didn't really respond.</p> <p>18 I know he texted me, he emailed me -- not emailed me</p> <p>19 but called me multiple times. But I had a pretty busy</p> <p>20 schedule, so it was just over the course he said he had</p> <p>21 some questions.</p> <p>22 Q. Okay. And then did you actually speak to</p> <p>23 Mr. Elliott on the phone or text him back, or how --</p> <p>24 A. I spoke to him briefly, I texted him back</p> <p>25 briefly, and then I met him in person the one time.</p>	<p style="text-align: right;">page 12</p> <p>1 mediation. Garland, again, was carried early on with</p> <p>2 the attorneys in our firm, and then they associated in</p> <p>3 another attorney, and he seemed to take that one over</p> <p>4 as far as the daily litigation went.</p> <p>5 Q. And are you referring to Louis Garfinkel --</p> <p>6 A. Yes.</p> <p>7 Q. -- for Garland?</p> <p>8 MR. PEEK: You have to wait --</p> <p>9 THE WITNESS: I know.</p> <p>10 BY MS. WAKAYAMA:</p> <p>11 Q. Anything else that Mr. Elliott asked you</p> <p>12 over the phone regarding this case?</p> <p>13 A. Not specifically. I mean, it was just</p> <p>14 mostly about the way the office was set up, things like</p> <p>15 that; if I thought Paul was generous or honest.</p> <p>16 Q. And how --</p> <p>17 A. Or I think it was more positive, did I ever</p> <p>18 say that he was dishonest.</p> <p>19 Q. And what did you respond in relation to</p> <p>20 Mr. Elliott asking you whether you ever said Mr. Padda</p> <p>21 was dishonest?</p> <p>22 A. I don't believe I would have ever said</p> <p>23 that. Generous, I said no. Take a lot for that. But</p> <p>24 Paul never, as far as I'm aware, did anything to me</p> <p>25 that was dishonest.</p>
<p style="text-align: right;">page 11</p> <p>1 Q. Okay. And what did you speak about with</p> <p>2 Mr. Elliott over the phone?</p> <p>3 A. Questions about just my experience in the</p> <p>4 office, the environment there.</p> <p>5 Q. What specific questions over the phone was</p> <p>6 Mr. Elliott asking you?</p> <p>7 A. He didn't ask me the questions over the</p> <p>8 phone initially, it was more just, When can we meet?</p> <p>9 And then questions like what's the -- are the files</p> <p>10 locked up, things like that.</p> <p>11 Q. Anything else besides when we can meet, are</p> <p>12 the files locked up, on your conversation with</p> <p>13 Mr. Elliott over the phone?</p> <p>14 A. It was probably like ten questions, and it</p> <p>15 was mostly, you know, things like, Could you hear</p> <p>16 people talking from the center office -- I think it was</p> <p>17 the filing room -- did Ruth work on the Moradi,</p> <p>18 Cochran, and Garland cases; what do you remember about</p> <p>19 those?</p> <p>20 Q. And what did you respond when Mr. Elliott</p> <p>21 asked you if Ms. Cohen had worked on the Moradi,</p> <p>22 Cochran, and Garland cases?</p> <p>23 A. It was specific to each one. Moradi wasn't</p> <p>24 so much handled by the people in our firm. With</p> <p>25 regards to Cochran, she did some depositions, some</p>	<p style="text-align: right;">page 13</p> <p>1 Q. And why would you say that Mr. Padda was</p> <p>2 not generous?</p> <p>3 A. You know, I was probably underpaid at</p> <p>4 times.</p> <p>5 MR. PEEK: Everybody is.</p> <p>6 THE WITNESS: Yeah.</p> <p>7 I made quite a bit more after, but...</p> <p>8 MS. WAKAYAMA: Mr. Peek, please stop with</p> <p>9 the commentary.</p> <p>10 BY MS. WAKAYAMA:</p> <p>11 Q. Anything else that you discussed over the</p> <p>12 phone with Mr. Elliott?</p> <p>13 A. I didn't write it down, I was in my car</p> <p>14 driving on the way to school. So it was nothing</p> <p>15 significant. I didn't find his questions to be like --</p> <p>16 I didn't -- I didn't think he asked very good</p> <p>17 questions.</p> <p>18 Q. So in general, from your recollection, is</p> <p>19 it accurate to say that over the phone with</p> <p>20 Mr. Elliott, he discussed when you could both meet, the</p> <p>21 layout of the office, how the office was set up, if you</p> <p>22 could hear people talking --</p> <p>23 A. Um-hmm.</p> <p>24 Q. -- from your office, whether Ms. Cohen</p> <p>25 worked on Moradi, Cochran, and the Garland cases, and</p>

<p style="text-align: right;">page 14</p> <p>1 whether or not you ever said that Paul was dishonest, 2 whether Paul was generous? 3 Does that pretty much sum it up? 4 A. Pretty much, yeah. 5 Q. And then what were your text communications 6 like with Mr. Elliott? 7 A. Primarily, you know, avoiding him. Like, 8 sorry, I'm out of town this weekend; next week's 9 midterms. 10 I don't really want to be that involved, so 11 I certainly didn't want to spare my time to meet with 12 people as well. 13 Q. How many -- 14 A. That would be what this is for. 15 Q. How many times would you say, your best 16 estimate, Mr. Elliott tried to contact you, get ahold 17 of you to meet with you about this case? 18 A. I would say he reached out to me on maybe 19 three occasions. Dialogue back, maybe there's ten 20 messages, you know. 21 Q. And then did you eventually meet 22 Mr. Elliott in person? 23 A. I did. 24 Q. And tell me about how it came about that 25 you met Mr. Elliott in person.</p>	<p style="text-align: right;">page 16</p> <p>1 A. Those were the questions I already went 2 over. 3 Q. So you discussed those again with 4 Mr. Elliott? 5 A. That was -- we only had the discussion when 6 I met him. We didn't talk on the phone like at that 7 point for any questioning. 8 Q. Okay. So on the phone it was more general, 9 and then the questioning actually happened when you 10 were meeting with Mr. Elliott in person at Mr. Padda's 11 office? 12 A. Right, because I'm not 100 percent sure if 13 I ever actually picked up his calls after the first 14 time. But he didn't cover anything over the phone at 15 that point. 16 Q. Did Mr. Elliott, when you met him at 17 Mr. Padda's office, did he question you about Ms. Cohen 18 at all? 19 A. He asked me if I thought she was like 20 antisemitic or -- I don't know if that was his exact 21 language, but if she ever made jokes about religion, 22 things like that. 23 Q. And what was your response when Mr. Elliott 24 asked you if you thought Ms. Cohen was antisemitic? 25 A. I don't think she was antisemitic, I just</p>
<p style="text-align: right;">page 15</p> <p>1 A. I just agreed that I would meet him for 2 like about an hour, I think it was. 3 Q. Was it more of to just stop the contact 4 with Mr. Elliott and just finally agree to meet him? 5 MR. PEEK: Objection. Assumes facts not in 6 evidence. 7 THE WITNESS: I figured it was like 8 inevitably going to happen, yeah. I mean, I also 9 wanted to get an idea of what I was going to be asked, 10 you know. It was, for me, a little bit preparatory as 11 well. 12 BY MS. WAKAYAMA: 13 Q. And when did you meet Mr. Elliott in 14 person? 15 A. I think the exact date was September 5th. 16 Q. And where did you meet Mr. Elliott? 17 A. At Paul Padda's office. 18 Q. Do you have any understanding of why you 19 were meeting Mr. Elliott at Paul Padda's office? 20 A. I think it was my suggestion in that case, 21 because it was on my way to school. 22 (Mr. Padda joined the deposition.) 23 BY MS. WAKAYAMA: 24 Q. And what was discussed with Mr. Elliott at 25 Mr. Padda's office?</p>	<p style="text-align: right;">page 17</p> <p>1 I think that she didn't really -- she's not a religious 2 person in general. 3 Q. Anything else that Mr. Elliott asked you 4 about Ms. Cohen and her character? 5 A. Not that I can recall. 6 Q. Did Mr. Elliott ask you whether or not 7 Ms. Cohen was a racist? 8 A. I do believe he asked me if I ever heard 9 her make jokes about people's races. 10 Q. And what was your response? 11 A. No. 12 Q. Did you give any specific examples as to 13 why you didn't think Ms. Cohen was a racist? 14 A. She did employment discrimination, and it 15 tended to be that the cases that would really piss her 16 off were -- involved the N word, or I think there was 17 one that had the Ku Klux Klan. You know, those would 18 tend to get her a little bit more riled up. 19 Q. So would you agree that Ms. Cohen actually 20 took offense to people that made racial comments and 21 remarks in her cases? 22 A. I would say so. 23 Q. Do you think Ms. Cohen is a racist? 24 A. No. 25 Q. Do you think that Ms. Cohen as antisemitic</p>

<p style="text-align: right;">page 18</p> <p>1 at all?</p> <p>2 A. No.</p> <p>3 Q. Do you think that Ms. Cohen's homophobic?</p> <p>4 A. No.</p> <p>5 Q. In all the time that you've known</p> <p>6 Ms. Cohen, have you ever heard her use the word</p> <p>7 "faggot"?</p> <p>8 A. Not that I can recall.</p> <p>9 Q. And why do you think that Ms. Cohen is not</p> <p>10 a homophobic?</p> <p>11 A. You know, I just don't think that it ever</p> <p>12 came up that -- I think at points we had kind of talked</p> <p>13 about whether her daughter was a lesbian and how that</p> <p>14 would make her feel.</p> <p>15 I just never heard her make any jokes that</p> <p>16 would make me believe she was homophobic.</p> <p>17 Q. How long have you known Ms. Cohen?</p> <p>18 A. I met her in 2013.</p> <p>19 Q. So in the six years that you've known</p> <p>20 Ms. Cohen, would you agree that Ms. Cohen is the</p> <p>21 antithesis of a racist, homophobic, or antisemitic?</p> <p>22 MR. PEEK: Objection. Calls for</p> <p>23 speculation, lacks foundation.</p> <p>24 THE WITNESS: I have no reason to believe</p> <p>25 she's any of those.</p>	<p style="text-align: right;">page 20</p> <p>1 conference room.</p> <p>2 Q. Did you meet with anyone else at the Padda</p> <p>3 law firm when you met with Mr. Elliott?</p> <p>4 A. I said hi to probably everyone that I had</p> <p>5 previously worked with.</p> <p>6 Q. But you didn't actually sit down and</p> <p>7 talk --</p> <p>8 A. No.</p> <p>9 Q. -- and meet with anybody else; is that</p> <p>10 correct?</p> <p>11 A. No.</p> <p>12 Q. That's correct?</p> <p>13 A. Yeah, that's correct.</p> <p>14 Q. Did Mr. Elliott want to know whether you</p> <p>15 had spoken to anybody at my firm, Marquis Aurbach</p> <p>16 Coffing?</p> <p>17 A. That was asked.</p> <p>18 Q. Okay. And what exactly did Mr. Elliott</p> <p>19 ask?</p> <p>20 A. "Has anyone from Ruth's attorney's office</p> <p>21 called you?"</p> <p>22 Q. And what did you say to him?</p> <p>23 A. "No."</p> <p>24 Q. So throughout your conversations and</p> <p>25 meeting with Mr. Elliott, was it your understanding</p>
<p style="text-align: right;">page 19</p> <p>1 BY MS. WAKAYAMA:</p> <p>2 Q. Anything else that Mr. Elliott asked you in</p> <p>3 relation to Ms. Cohen and her character?</p> <p>4 A. That was pretty much it.</p> <p>5 Q. Did Mr. Elliott ask you anything else that</p> <p>6 you can recall, aside from what we've discussed</p> <p>7 generally, about the office layout and the Moradi,</p> <p>8 Garland, and Cochran cases?</p> <p>9 A. I think that's it.</p> <p>10 Q. How long was the meeting with Mr. Elliott?</p> <p>11 A. About an hour.</p> <p>12 Q. Okay. Did you get the impression that</p> <p>13 Mr. Elliott was trying to gather facts from you in</p> <p>14 order to use against Ms. Cohen in this lawsuit?</p> <p>15 A. I don't think so.</p> <p>16 Q. What was your general impression over the</p> <p>17 purpose of what Mr. Elliott was trying to achieve in</p> <p>18 your meeting with him?</p> <p>19 A. I think it was somewhat of an attempt to</p> <p>20 see what I would say in advance, maybe. I don't know.</p> <p>21 Q. Was Mr. Padda around the office when</p> <p>22 Mr. Elliott and you met?</p> <p>23 A. No. He was back, I believe, in his office</p> <p>24 for the majority of it. I did see people walking</p> <p>25 through the hallways, but me and Mike were in a private</p>	<p style="text-align: right;">page 21</p> <p>1 that Mr. Elliott was doing this interview and asking</p> <p>2 you these questions on behalf of Mr. Padda and the</p> <p>3 Padda law firm?</p> <p>4 A. I would assume. He did say he was hired by</p> <p>5 the defense counsel.</p> <p>6 Q. Did he give any indication as to what his</p> <p>7 compensation structure was with defense counsel?</p> <p>8 A. No.</p> <p>9 Q. And Ms. Pourghahreman, what is your date of</p> <p>10 birth?</p> <p>11 A. October 15th, 1987.</p> <p>12 Q. Happy belated birthday.</p> <p>13 A. Thanks.</p> <p>14 Q. Are you married?</p> <p>15 A. I am.</p> <p>16 Q. How long have you been married?</p> <p>17 A. Since 2011.</p> <p>18 Q. Do you have any children?</p> <p>19 A. I have two.</p> <p>20 Q. And what are their ages?</p> <p>21 A. Seven and three.</p> <p>22 Q. So can you tell me a little bit about your</p> <p>23 educational background?</p> <p>24 I know you mentioned a couple of times that</p> <p>25 you're attending school right now?</p>

<p style="text-align: right;">page 78</p> <p>1 was the Values tab in the Needles program?</p> <p>2 A. We would input case expenses, medical</p> <p>3 costs. If there were liens, those would go in there.</p> <p>4 Any number associated with the case.</p> <p>5 Q. And what type of information would be</p> <p>6 inserted in the Notes section of the Needles program?</p> <p>7 A. Ideally it was supposed to be everything</p> <p>8 anyone did on the case.</p> <p>9 Q. And so was it understood at Cohen & Padda</p> <p>10 as one of the policies that anything anyone did on a</p> <p>11 case needed to be inserted in the Notes portion?</p> <p>12 A. Yes.</p> <p>13 Q. Did you attend a training seminar in</p> <p>14 Washington, D.C. for the Needles software program?</p> <p>15 A. I did.</p> <p>16 Q. And who else attended the seminar in</p> <p>17 Washington, D.C. for the Needles software?</p> <p>18 A. Paul.</p> <p>19 Q. Anyone else?</p> <p>20 A. No.</p> <p>21 Q. Did you attend any other training</p> <p>22 conferences for the Needles program aside from the</p> <p>23 seminar in Washington, D.C.?</p> <p>24 A. One other.</p> <p>25 Q. And what was that conference?</p>	<p style="text-align: right;">page 80</p> <p>1 certainly took place in it. The attorneys weren't</p> <p>2 always there.</p> <p>3 Q. Was Ms. Cohen at this three-day training</p> <p>4 seminar for the Needles program?</p> <p>5 A. I don't believe she -- definitely not past</p> <p>6 the first day. I don't believe she was.</p> <p>7 Q. Was Mr. Padda at this three-day training</p> <p>8 program?</p> <p>9 A. Initially maybe the first day. He popped</p> <p>10 in and out a little more, but it was primarily the</p> <p>11 staff.</p> <p>12 Q. Did you train Josh Ang on the Needles</p> <p>13 program?</p> <p>14 A. I probably would have helped him when he</p> <p>15 came. I'm sure I would have added his user. But I</p> <p>16 don't recall like very much training. I might have</p> <p>17 delegated that to one of the other girls. Mary was</p> <p>18 also very proficient in Needles.</p> <p>19 Q. Mary Johnson?</p> <p>20 A. Yeah.</p> <p>21 Q. So when you say you probably added a user</p> <p>22 for Mr. Ang, what do you mean by that?</p> <p>23 A. Just when we set up new accounts under the</p> <p>24 Needles, I think we had 10 or 11 users, and any time a</p> <p>25 new person would come in, I would activate their</p>
<p style="text-align: right;">page 79</p> <p>1 A. It was Needles 5.0 introduction. They were</p> <p>2 going to -- I don't know if they ever even did, but</p> <p>3 they were going to unveil a new update for Needles 5.0.</p> <p>4 Q. And do you recall where this conference was</p> <p>5 for the Needles 5.0 introduction?</p> <p>6 A. Encore Wynn. It was in one of their</p> <p>7 banquet rooms.</p> <p>8 Q. Who else attended the conference at the</p> <p>9 Encore Wynn for the Needles 5.0 introduction?</p> <p>10 A. Myself, Mary Johnson. She was the legal</p> <p>11 assistant that handled medical records. Karla Koutz.</p> <p>12 And I don't know, but I think it might have been a girl</p> <p>13 named Mindy at that time. I can't really remember who</p> <p>14 the fourth was. No, it was Daisy. Daisy, I think.</p> <p>15 Q. So is it accurate to say that Ms. Cohen</p> <p>16 didn't attend the seminar in Washington, D.C. for the</p> <p>17 Needles program, and also didn't attend the training</p> <p>18 conference for the Needles 5.0 introduction at the</p> <p>19 Encore Wynn?</p> <p>20 A. Correct.</p> <p>21 Q. Were you involved in the training of the</p> <p>22 rest of the attorneys and staff for the Needles program</p> <p>23 at Cohen & Padda?</p> <p>24 A. Needles requires you do, I think, three</p> <p>25 days before they will bring it in. So all the staff</p>	<p style="text-align: right;">page 81</p> <p>1 sign-in and give them permissions.</p> <p>2 Q. So you were in charge for activating the</p> <p>3 user and sign-ins in the Needles program at Cohen &</p> <p>4 Padda?</p> <p>5 A. Yes.</p> <p>6 Q. Did you set up a account and a user name</p> <p>7 and log-in for Ms. Cohen for the Needles program?</p> <p>8 A. I did.</p> <p>9 Q. Do you have any knowledge as to whether or</p> <p>10 not Ms. Cohen used the Needles program while at Cohen &</p> <p>11 Padda?</p> <p>12 A. I don't believe so. She might occasionally</p> <p>13 have looked at it. I don't recall ever seeing a note</p> <p>14 from her.</p> <p>15 Q. You don't recall ever seeing Ms. Cohen</p> <p>16 insert a note into the Needles program at Cohen &</p> <p>17 Padda; is that correct?</p> <p>18 A. No. I don't think she ever did.</p> <p>19 Q. So that's correct?</p> <p>20 A. Yes.</p> <p>21 Q. Did you train Mr. Ang at all as to what</p> <p>22 information was to be included in the Needles program?</p> <p>23 A. He wouldn't have been somebody that was</p> <p>24 going to input the information. By the time it would</p> <p>25 have got to Josh, it should have already been in there.</p>

C E R T I F I C A T E O F R E P O R T E R

STATE OF NEVADA)

SS:

COUNTY OF CLARK)

I, Barbara Kulish, a Certified Court
Reporter duly licensed by the State of Nevada, do
hereby certify:

That I reported the deposition of Ashley
Pourghahreman, commencing on October 23, 2019.

That prior to being deposed, the witness
was duly sworn by me to testify to the truth;

That I thereafter transcribed my said
stenographic notes into written form;

That the typewritten transcript is a
complete, true, and accurate transcription of my
said stenographic notes;

I further certify that pursuant to NRC
Rule 30(e)(1) that the signature of the deponent:

 X was requested by the deponent or a
party before the completion of the deposition;

 was not requested by the deponent or
a party before the completion of the deposition;

I further certify that I am not a

1 relative or employee of counsel or of any of the
2 parties involved in the proceeding, nor a person
3 financially interested in the proceeding.

4 IN WITNESS WHEREOF, I have set my hand
5 in my office in the County of Clark, State of
6 Nevada, this 4th day of November, 2019.

7

8

9

10

11

12

Barbara Kulish

13

Barbara Kulish, CCR #247, RPR

14

15

16

17

18

19

20

21

22

23

24

25

Exhibit 10

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an individual,)

Plaintiff,)

vs.)

CASE NO. A-19-792599-B

DEPT. NO.: XI

PAUL S. PADDA, an individual;)

PAUL PADDA LAW, PLLC, a Nevada)

professional limited liability)

company; DOE individuals I-X;)

and ROE entities I-X,)

Defendants.)

VIDEOTAPED DEPOSITION OF PATRICIA JO DAVIDSON

Taken on Tuesday, October 8, 2019

At 9:36 a.m.

10001 Park Run Drive

Las Vegas, Nevada

REPORTED BY: PEGGY S. ELIAS, RPR
Nevada CCR No. 274 - California CSR No. 8671

1	APPEARANCES OF COUNSEL	page 2
2		
3	For the Plaintiff:	
4	LIANE K. WAKAYAMA, ESQ.	
5	Marquis Aurbach Coffing	
6	10001 Park Run Drive	
7	Las Vegas, Nevada 89145	
8	702.382.0711	
9	702.382.5816 Fax	
10	lwakayama@maclaw.com	
11		
12	For the Defendants:	
13	J. STEPHEN PEEK, ESQ.	
14	Holland & Hart, LLP	
15	9555 Hillwood Drive, 2nd Floor	
16	Las Vegas, Nevada 89134	
17	702.669.4600	
18	702.669.4650 Fax	
19	speek@hollandhart.com	
20		
21	For the Witness:	
22	TAMMY PETERSON, ESQ.	
23	Peterson Baker, PLLC	
24	701 South Seventh Street	
25	Las Vegas, Nevada 89101	
	702.786.1001	
	702.786.1002 Fax	
	tpeterson@petersonbaker.com	
	Also Present:	
	IOULIA RODIONOVA, PARALEGAL	
	PAUL S. PADDA, ESQ.	
	JESSE JAMES MATHIS, VIDEOGRAPHER	

page 114

1 disciplined or written up or anything put in her file
2 based on her job performance at Padda Law?
3 **A. That would be accurate.**
4 Q. Who is Mary Johnson?
5 **A. Mary Johnson worked as a case manager for a**
6 **while.**
7 Q. And do you recall the time frame when Mary
8 Johnson worked as a case manager?
9 **A. I don't. I just know -- I just remember that**
10 **she left because she wanted to be in the medical**
11 **industry. She was in school for medical administrator**
12 **of some kind, and she got offered a job, and so she**
13 **left.**
14 Q. Do you recall when Ms. Johnson left Padda
15 Law?
16 **A. No, I don't. I'm sorry.**
17 Q. How was your working relationship with Mary
18 Johnson when she was working at Padda Law?
19 **A. It was fine.**
20 Q. Did you ever have any issues with Mary
21 Johnson while she was working at Padda Law?
22 **A. I didn't.**
23 Q. Does it surprise you -- would it surprise you
24 if Mary Johnson actually didn't enjoy working with you
25 at the firm?

page 115

1 **A. I don't even know -- I don't even know how to**
2 **answer that.**
3 **Would it surprise me?**
4 **People have opinions, I guess.**
5 Q. But you weren't aware --
6 **A. There would be no reason for her not to enjoy**
7 **working with me. She was -- she was another one. She**
8 **was -- if you asked her to do something, she would get**
9 **it done.**
10 Q. Who is Mary Garcia-Ruiz?
11 **A. She's a case manager but, really, paralegal**
12 **more. She's a little bit more experienced; so...**
13 Q. Does Ms. Garcia still work at Padda Law?
14 **A. Yes, she does.**
15 Q. And how long has Ms. Garcia worked at Padda
16 Law?
17 **A. I think around four years.**
18 Q. Is Ms. Garcia still working as a case
19 manager/paralegal?
20 **A. She's kind of developing into what we call**
21 **the intake department now.**
22 Q. And what is the intake department?
23 **A. Intake is when you get people who call -- in**
24 **personal injury, you know, when they call in, they want**
25 **an appointment, you want to get them in right away, and**

page 116

1 **so her job is to get them on the schedule, get them**
2 **into the firm so we can see if we can retain them -- or**
3 **they can retain us.**
4 Q. Who is Marlenne Casillas?
5 **A. Marlenne worked for Paul Padda Law, and then**
6 **she also went out on maternity leave and didn't come**
7 **back, but then recently she contacted us -- well,**
8 **probably about a year ago when I didn't have a position**
9 **open, but she was always really -- really a good**
10 **worker.**
11 **It sounds like I keep saying good worker, but**
12 **she really was, and she was always -- she was, you**
13 **know, very upbeat, and whenever you'd ask her to do**
14 **something, she would do it. And so we had a position**
15 **open up, and so I gave her a call, and she came back.**
16 Q. What position did Ms. Casillas hold at Padda
17 Law before maternity leave?
18 **A. I don't know if she had a title because we**
19 **would call her the utility player because she pretty**
20 **much filled in anywhere.**
21 Q. And you testified that about a year ago you
22 didn't have a position for Ms. Casillas even though she
23 was a utility player, in your words, and filled in
24 wherever?
25 **A. Yeah. We didn't have anything open right**

page 117

1 **then.**
2 Q. And why is that?
3 **A. We had enough staff.**
4 Q. Did somebody recently leave where
5 Ms. Casillas then filled his or her position at Padda
6 Law?
7 **A. We did have -- we did have some people leave,**
8 **but we've also grown, and so the case managers just**
9 **needed some assistance. And so she's able to come in,**
10 **and she's providing -- you know, like she'll do their**
11 **filing. She'll do their scanning. She backs up the**
12 **receptionist. So, again, she's coming in, basically,**
13 **kind of as a utility player again.**
14 Q. Would you agree that Ms. Casillas did apply
15 for a position about a year ago at Padda Law, and she
16 was declined because --
17 **A. She did not --**
18 Q. -- there wasn't room?
19 **A. I'm sorry.**
20 **She didn't apply. She sent me an email.**
21 Q. And what did the email say?
22 **A. Hey, if you ever have any openings, let me**
23 **know.**
24 Q. So is it accurate that about a year ago,
25 Ms. Casillas emailed you and asked you if there was any

<p style="text-align: right;">page 118</p> <p>1 position available at Padda Law?</p> <p>2 A. And, again, don't narrow me down to the year</p> <p>3 ago; so -- but she did email me asking me if I had a</p> <p>4 position open.</p> <p>5 Q. And it's your testimony that you informed her</p> <p>6 that you didn't have a position open, correct?</p> <p>7 A. That's right.</p> <p>8 Q. And, recently, Ms. Casillas would --</p> <p>9 Ms. Casillas was asked to -- she was interested in</p> <p>10 returning to Padda Law; is that correct?</p> <p>11 A. That's correct.</p> <p>12 Q. And about how long ago was that?</p> <p>13 A. About four months.</p> <p>14 Q. So after this lawsuit was filed, correct?</p> <p>15 A. I don't know when the lawsuit was filed.</p> <p>16 Q. So this lawsuit was filed in April of 2019.</p> <p>17 A. Then I guess it was afterwards.</p> <p>18 Q. And you're familiar with Joshua Ang, correct?</p> <p>19 A. I am.</p> <p>20 Q. And Mr. Ang recently left Padda Law to start</p> <p>21 working at Resnick & Louis, correct?</p> <p>22 A. That's correct.</p> <p>23 Q. When did you first learn that Mr. Ang was</p> <p>24 looking to leave Padda Law?</p> <p>25 A. I think he told me maybe -- I don't know -- a</p>	<p style="text-align: right;">page 120</p> <p>1 shared that viewpoint with Mr. Padda?</p> <p>2 A. I don't know.</p> <p>3 Q. Was anybody else present when Mr. Ang was</p> <p>4 talking to you about wanting to maybe look elsewhere</p> <p>5 and leave Padda Law?</p> <p>6 A. No.</p> <p>7 He used to come after hours and sit in my</p> <p>8 office and chat a little bit.</p> <p>9 Q. Were you surprised that Mr. Ang was looking</p> <p>10 to leave Padda Law?</p> <p>11 A. Not necessarily.</p> <p>12 Q. And why not?</p> <p>13 A. He's young.</p> <p>14 Q. Are you familiar at all with the work Mr. Ang</p> <p>15 would do on the cases assigned to him at Padda Law?</p> <p>16 A. Not the work itself, no.</p> <p>17 Q. So what would be your understanding as to the</p> <p>18 cases that a specific attorney would be assigned on at</p> <p>19 Padda Law in the 2016 time frame?</p> <p>20 A. Would you rephrase that.</p> <p>21 Q. What knowledge would you have, in the 2016</p> <p>22 time frame, about the cases that the attorneys were</p> <p>23 working on at Padda Law?</p> <p>24 A. My only knowledge would be is if they were --</p> <p>25 in Needles, the way we did it, they would be assigned</p>
<p style="text-align: right;">page 119</p> <p>1 couple weeks or something. He was just starting to</p> <p>2 talk about it a little bit. I don't know exactly when.</p> <p>3 Q. "A couple weeks," what do you mean by that?</p> <p>4 A. Well, he was just talking about, you know,</p> <p>5 maybe I should go get a clerkship, or maybe I should</p> <p>6 do -- you know, something like that. I think he -- you</p> <p>7 know, he was talking about maybe he needed more</p> <p>8 experience.</p> <p>9 Q. And so when Mr. Ang was talking about wanting</p> <p>10 to have more experience, did you have an understanding</p> <p>11 that he already had an offer from a firm to join?</p> <p>12 A. No.</p> <p>13 Q. So Mr. Ang first informed you that he was</p> <p>14 looking to leave Padda Law prior to obtaining an actual</p> <p>15 offer from a law firm?</p> <p>16 A. I don't think he informed me that he was</p> <p>17 going to leave. He was just kind of talk- -- because</p> <p>18 we talk, you know. I've known him for quite a while.</p> <p>19 You know, he was just talking about maybe -- you know,</p> <p>20 just a maybe.</p> <p>21 Maybe I should, you know, go outside of Paul</p> <p>22 Padda Law. This is the only place I've ever worked.</p> <p>23 Maybe I should, you know, look around a little bit and</p> <p>24 get some more experience.</p> <p>25 Q. Do you have an understanding if Mr. Ang also</p>	<p style="text-align: right;">page 121</p> <p>1 to a case. They may be assigned as a second lawyer or</p> <p>2 the responsible lawyer, and if they needed a list for</p> <p>3 their case management meetings, I'd run the list, and</p> <p>4 that's about all I knew.</p> <p>5 Q. So is it accurate to say you didn't know the</p> <p>6 actual status of the cases in relation to discovery</p> <p>7 deadlines, trial deadlines?</p> <p>8 A. Not at all.</p> <p>9 Q. And is it accurate to say that you didn't</p> <p>10 have any knowledge in 2016 about expert reports that</p> <p>11 were disclosed or pleadings that were filed with the</p> <p>12 court in certain cases?</p> <p>13 A. I probably don't even know what "disclosed"</p> <p>14 means, no.</p> <p>15 Q. Okay. Did you ever observe Mr. Ang and</p> <p>16 Mr. Padda interact with each other?</p> <p>17 A. Regularly.</p> <p>18 Q. And how would you describe Mr. Ang and</p> <p>19 Mr. Padda's relationship?</p> <p>20 A. It was -- you know, it was a business. They</p> <p>21 worked together on their cases.</p> <p>22 Q. Would you agree that, based on your</p> <p>23 observations, Mr. Ang and Mr. Padda had formed a</p> <p>24 friendship over the years?</p> <p>25 A. I can't say it was a friendship. You know,</p>

CERTIFICATE OF REPORTER

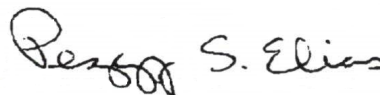
STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Peggy S. Elias, a Certified Court Reporter
licensed by the State of Nevada, do hereby certify:
That I reported the deposition of PATRICIA JO DAVIDSON
on Tuesday, October 8, 2019, at 9:36 a.m.

That prior to being deposed, the witness was
duly sworn by me to testify to the truth. That I
thereafter transcribed my said stenographic notes via
computer-aided transcription into written form, and
that the typewritten transcript is a complete, true and
accurate transcription of my said stenographic notes;
that review of the transcript was requested.

I further certify that I am not a relative,
employee or independent contractor of counsel or of any
of the parties involved in the proceeding; nor a person
financially interested in the proceeding; nor do I have
any other relationship that may reasonably cause my
impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
10th day of October, 2019.



PEGGY S. ELIAS, RPR, CCR NO. 274

Exhibit 11

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an individual,

Plaintiff,

vs.

CASE NO.
A-19-792599-B

PAUL S. PADDA, an individual;
PAUL PADDA LAW, PLLC, a Nevada
professional limited liability
company; DOE individuals I-X;
and, ROE entities I-X,

Defendant.

VIDEOTAPED DEPOSITION OF JEFREY APPEL

Taken at the offices of Campbell & Williams

Taken on Thursday, November 21, 2019

at 10:06 a.m.

at 700 South Seventh Street
Las Vegas, Nevada

Reported by: Denise R. Kelly, CCR #252, RPR

ROCKET REPORTERS
888.832.0050 www.RocketReporters.com

<p>page 26</p> <p>1 A. Basically, she was responsible for the 2 whole office. 3 Q. Okay. Sort of the office manager, so to 4 speak? 5 A. I would say she supervised the office 6 manager, so... 7 Q. Okay. And who was her direct report? 8 A. Paul. 9 Q. Mr. Padda? 10 A. Yes. 11 Q. Okay. 12 Okay. And you performed those services 13 from April of 2018 until when? 14 A. I left in -- let's see. I think I left in 15 September. 16 Q. Of? 17 A. Of, oh, 2019. 18 Q. Okay. And did you leave to assume another 19 position in another firm or another job? 20 A. No. 21 Q. Okay. And were you asked to leave? 22 A. No. 23 Q. Okay. What were the terms of your 24 leaving? 25 A. I had health issues.</p>	<p>page 28</p> <p>1 Q. Who is she? 2 A. She was one of the case managers. 3 Q. What are you helping her do? 4 A. Actually, working with some of the 5 providers that she works with. 6 Q. She's like a paralegal or something? 7 A. Case manager. 8 Q. Case manager? 9 A. Yes. 10 Q. What firm? 11 A. Ladah. Ladah. Ramsey Ladah. 12 Q. Ramsey Ladah? 13 A. L-a-d-a-h. 14 Q. Is that a PI firm? 15 A. Yes. 16 Q. Are you doing anything else? 17 A. No. 18 Q. Okay. When you began working for 19 Mr. Padda, what was your first assignment? 20 A. To reconcile the 2017 books. 21 Q. All right. And who, who gave you that 22 assignment? 23 A. I wasn't, I wasn't specifically given that 24 assignment. 25 Q. Okay. Well, you determined that you would</p>
<p>page 27</p> <p>1 Q. Okay. What type of health issues? 2 A. I'm recovering from cancer. 3 Q. Okay. Sorry to hear that. 4 All right. So you left to dedicate 5 yourself to becoming healthy again or addressing your 6 issues regarding your cancer. Have you worked since 7 September of 2019? 8 A. No. 9 Q. Have you sought employment? 10 A. No. 11 Q. So are you semiretired? 12 A. Yes. 13 Q. Okay. Do you do, do you do any sort of 14 contract work now as -- 15 A. Actually, you know what -- 16 Q. -- an independent contractor? 17 A. Okay. I have been helping someone out but 18 I haven't gotten paid for it. So I don't know if you 19 consider that work. 20 Q. All right. And who are you helping out? 21 What are you doing? 22 A. Actually, I was helping one of the past 23 employees of the firm. 24 Q. And who is that? 25 A. Kendra Schoolfield.</p>	<p>page 29</p> <p>1 engage in that reconciliation, right? 2 A. Yes. 3 Q. And what, what was it that caused you to 4 engage in that reconciliation? 5 A. I needed clean numbers for to have proper 6 2018 financial, financial statements. 7 Q. All right. So what did that 8 reconciliation involve? 9 A. Reconciling the payables, the receivables, 10 and basically reconciling all, putting together 11 financial statements. Accurate financial statements 12 that balanced to the tax returns. 13 Q. That what? 14 A. That balanced to the 2017 tax returns. 15 Q. And presumably in that reconciliation, you 16 took into account the books, records, and financials 17 of 2016 in some fashion? 18 A. Yes. 19 Q. Okay. So how long did that project take 20 you to complete? 21 A. Probably three months. 22 Q. Okay. And were you able to complete that 23 reconciliation? 24 A. Yes. 25 Q. Okay. Did you encounter any difficulties</p>

<p style="text-align: right;">page 30</p> <p>1 in completing that reconciliation?</p> <p>2 A. Yes.</p> <p>3 Q. What were the difficulties that you</p> <p>4 encountered?</p> <p>5 A. The firm had never had a qualified</p> <p>6 accountant before, so there was a lot of reconciling</p> <p>7 to do.</p> <p>8 Q. All right. Explain to me in a little bit</p> <p>9 greater detail what you mean by that had "a lot of</p> <p>10 reconciling to do."</p> <p>11 A. A lot of the information did not balance.</p> <p>12 You know, I was balancing to tax returns. I was</p> <p>13 balancing to bank statements. And, actually, those</p> <p>14 were the, those were the two main things I had to</p> <p>15 balance to.</p> <p>16 Q. And you encountered difficulties in doing</p> <p>17 that?</p> <p>18 A. Yes.</p> <p>19 Q. All right. What were those difficulties?</p> <p>20 Describe what they were.</p> <p>21 A. The information in PC Law did not balance</p> <p>22 to the tax return which did not balance to the bank</p> <p>23 statements.</p> <p>24 Q. All right. And when you say it didn't</p> <p>25 balance, what do you mean by that, it didn't balance?</p>	<p style="text-align: right;">page 32</p> <p>1 end of 2017.</p> <p>2 Q. What was that issue?</p> <p>3 A. Duplicate entries, missing entries, and</p> <p>4 the PC Law tech basically just said it was a computer</p> <p>5 malfunction.</p> <p>6 Q. Who is that?</p> <p>7 A. Actually, PC Law is -- what is the big</p> <p>8 company there? Yeah, I don't remember. They are part</p> <p>9 of a large...</p> <p>10 Q. There was some communication with PC Law</p> <p>11 over this?</p> <p>12 A. Yes.</p> <p>13 Q. And, and were you the person that was</p> <p>14 assigned to deal with that?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And you dealt with PC Law directly</p> <p>17 on this?</p> <p>18 A. Yes.</p> <p>19 Q. And so there would be emails going back</p> <p>20 and forth from you to PC Law reflecting these issues;</p> <p>21 is that correct?</p> <p>22 A. No.</p> <p>23 Q. Okay. Why don't you explain that to me.</p> <p>24 A. Because actually, the data corruption</p> <p>25 issue happened before my time.</p>
<p style="text-align: right;">page 31</p> <p>1 A. I couldn't -- the detail that I had did</p> <p>2 not balance to what was on those statements, the</p> <p>3 detail in PC Law.</p> <p>4 Q. When you say, "the detail in PC Law," are</p> <p>5 you talking about the descriptive stylings of the</p> <p>6 entries?</p> <p>7 A. No.</p> <p>8 Q. What are you talking about?</p> <p>9 A. I'm talking about the missing entries,</p> <p>10 additional entries, differing dollar amounts.</p> <p>11 Q. Missing entries, give me an example of a</p> <p>12 missing entry.</p> <p>13 A. A payable. Might have been I'll show a</p> <p>14 payable on the bank statement, but it wasn't in</p> <p>15 PC Law.</p> <p>16 Q. You would show a payable on a bank</p> <p>17 statement, but it wouldn't be in PC Law. Is that what</p> <p>18 you said?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And do you know why it wasn't in</p> <p>21 PC Law?</p> <p>22 A. No.</p> <p>23 Q. Okay. Give me some other examples of --</p> <p>24 A. Oh, actually, let me correct that. Yes.</p> <p>25 There was a data corruption issue, a major one at the</p>	<p style="text-align: right;">page 33</p> <p>1 Q. Okay.</p> <p>2 A. So I basically dealt with the</p> <p>3 after-effects of it. And when I needed help, I would</p> <p>4 contact PC Law. Their help was very limited where</p> <p>5 they said, oh, it was a data corruption issue and</p> <p>6 there's nothing we can do about it. So there might be</p> <p>7 one or two emails reflecting that. But not a whole</p> <p>8 chain of emails, no.</p> <p>9 Q. Okay.</p> <p>10 A. The damage was done by the time I got</p> <p>11 there.</p> <p>12 Q. All right. Who was it that installed</p> <p>13 PC Law and was responsible for its efficient operation</p> <p>14 before you arrived?</p> <p>15 MR. SEMERAD: Objection. Calls for</p> <p>16 speculation.</p> <p>17 THE WITNESS: Yeah, I don't know.</p> <p>18 BY MR. CAMPBELL:</p> <p>19 Q. Again, I told you I'm not asking for any</p> <p>20 speculation from you. If you know.</p> <p>21 A. Yeah. I don't know.</p> <p>22 Q. Okay. Have you ever heard of Profit</p> <p>23 Boosters?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. What is Profit Boosters?</p>

<p>page 34</p> <p>1 A. That is Patty's company.</p> <p>2 Q. Okay. And do you know what Patty's</p> <p>3 company did?</p> <p>4 A. I knew -- I know they had some arrangement</p> <p>5 with Paul Padda Law.</p> <p>6 Q. Did you know that they had some</p> <p>7 responsibility for the installation of software with</p> <p>8 respect to reporting financials, including PC Law?</p> <p>9 A. No.</p> <p>10 Q. Okay. So you're hearing that for the</p> <p>11 first here?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Did you deal with, with</p> <p>14 Ms. Davidson with respect to these problems and</p> <p>15 reconciliation of the accounts, missing entries,</p> <p>16 missing money, that sort of thing?</p> <p>17 A. Yes.</p> <p>18 Q. All right. And please detail for me what</p> <p>19 it was that you did in that regard.</p> <p>20 A. I updated her on my progress.</p> <p>21 Q. And what did that entail?</p> <p>22 A. I had a personal deadline that I wanted</p> <p>23 accurate financial statements as, like I said, I</p> <p>24 wanted the firm to conform to GAAP. You know,</p> <p>25 generally accepted accounting principles.</p>	<p>page 36</p> <p>1 Q. Why not?</p> <p>2 A. I didn't need to.</p> <p>3 Q. Why didn't you need to?</p> <p>4 A. Because I assumed that the -- once I had</p> <p>5 accurate balancing 2017 statements, I rolled forward</p> <p>6 from there.</p> <p>7 Q. My question is a little bit different.</p> <p>8 The accuracy of 2017 for accounting</p> <p>9 purposes is in large measure dependent upon the</p> <p>10 financial transactions that preceded them, including</p> <p>11 financial transactions in 2016, you would agree?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So what did you do to assure</p> <p>14 yourself that you were able to reconstruct accurately</p> <p>15 and reconcile 2016 in order to reflect the later</p> <p>16 numbers that appeared in 2017?</p> <p>17 A. I used the numbers off the 2016 return. I</p> <p>18 assumed those were accurate.</p> <p>19 Q. Why did you assume that?</p> <p>20 A. Actually, there wasn't really that much</p> <p>21 activity, 2016 and prior.</p> <p>22 Q. The question is a little different.</p> <p>23 Why did you assume that the tax return was</p> <p>24 accurate?</p> <p>25 A. I just made that assumption. In the</p>
<p>page 35</p> <p>1 Q. I'm very familiar with that.</p> <p>2 A. Okay. So to do that, I said I need to</p> <p>3 clean 2017 numbers.</p> <p>4 Q. Okay.</p> <p>5 A. My goal, I, when I got there, I had a</p> <p>6 certain set of goals, and that was a monthly -- they</p> <p>7 said they had never had a qualified accountant before.</p> <p>8 So we needed to start with my goal was accurate 2017</p> <p>9 statements and then we were going to have an accurate</p> <p>10 monthly close for every month after that.</p> <p>11 Q. Okay.</p> <p>12 A. Okay. So I basically would update her on</p> <p>13 my progress where are we.</p> <p>14 Q. All right. Did you achieve that goal?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. So you had -- you were able to</p> <p>17 accurately represent the condition of the company in</p> <p>18 2017 by revising, by revising the books and records?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And you had an accurate</p> <p>21 reconciliation?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And were you able to revise the</p> <p>24 books for 2016?</p> <p>25 A. No.</p>	<p>page 37</p> <p>1 interest of expediting the work I had to do in 2018.</p> <p>2 Q. When you were, when you were involved in</p> <p>3 this reconciliation process for 2016 and '17, were you</p> <p>4 assisted by anyone?</p> <p>5 A. No.</p> <p>6 Q. All right. Did you deal with Patty</p> <p>7 Davidson in that regard?</p> <p>8 A. Yes.</p> <p>9 Q. All right. And how did you deal with her</p> <p>10 in that regard?</p> <p>11 A. I just updated her on my progress.</p> <p>12 Q. All right. When you were performing these</p> <p>13 services, was there any pushback by Ms. Davidson on</p> <p>14 what you were doing and how you were doing it and</p> <p>15 information that you were accessing?</p> <p>16 A. No.</p> <p>17 Q. Okay. So you never had, for example, any</p> <p>18 sort of disagreement with her at any point in time</p> <p>19 with reference to the work you were performing on the</p> <p>20 2016 reconciliation or the 2017 reconciliation, is</p> <p>21 that your testimony?</p> <p>22 A. No.</p> <p>23 Q. What is your testimony?</p> <p>24 A. My testimony is, is that she really</p> <p>25 didn't -- Patty is not -- that's one of her</p>

<p style="text-align: right;">page 38</p> <p>1 weaknesses. She is not a qualified accountant and she</p> <p>2 didn't understand the time it would take to completely</p> <p>3 reconcile 2017. So she wanted this done yesterday.</p> <p>4 Q. Okay. That's the point I'm reaching with</p> <p>5 you.</p> <p>6 A. Okay.</p> <p>7 Q. Tell us about this exchange that you had</p> <p>8 and was this something that occurred on more than one</p> <p>9 occasion?</p> <p>10 A. Yes.</p> <p>11 Q. All right. Was it something that was</p> <p>12 frequent?</p> <p>13 A. When you say frequent, you're saying</p> <p>14 weekly? Monthly?</p> <p>15 Q. You tell me.</p> <p>16 A. I would say maybe monthly. Monthly, yes.</p> <p>17 Q. Maybe weekly on occasion?</p> <p>18 A. No.</p> <p>19 Q. Okay. And when you were -- you would</p> <p>20 encounter and have these disagreements with her, how</p> <p>21 were they resolved?</p> <p>22 A. She would usually let me do what I want to</p> <p>23 do.</p> <p>24 Q. Did you ever seek financial information</p> <p>25 that you were denied?</p>	<p style="text-align: right;">page 40</p> <p>1 A. Yes.</p> <p>2 Q. In 2017?</p> <p>3 A. It was a 2017 return so it was prepared in</p> <p>4 2018.</p> <p>5 Q. '18, right.</p> <p>6 A. Yes.</p> <p>7 Q. And was that already prepared at the time</p> <p>8 that you arrived?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And who had prepared that tax</p> <p>11 return?</p> <p>12 A. The firm CPAs. I'm drawing a blank on --</p> <p>13 I know their first names, but I'm drawing a blank on</p> <p>14 the name of the firm.</p> <p>15 Q. Okay. That's all right.</p> <p>16 Had this tax return been prepared without</p> <p>17 any reconciliation to the 2017 numbers?</p> <p>18 A. It wasn't reconciled to my standards, no.</p> <p>19 Q. All right. And when you say that it</p> <p>20 wasn't reconciled to your standards, what do you mean</p> <p>21 by that? Be more specific in that regard.</p> <p>22 A. I didn't see the -- any -- usually a</p> <p>23 binder is prepared with every account is reconciled</p> <p>24 with accompanying schedules. There wasn't the correct</p> <p>25 documentation prepared.</p>
<p style="text-align: right;">page 39</p> <p>1 A. No.</p> <p>2 Q. Okay. Did you ever seek financial</p> <p>3 information that, that Ms. Davidson pushed back on and</p> <p>4 said that you didn't need?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. On how many occasions?</p> <p>7 A. Two.</p> <p>8 Q. And what were those two occasions and what</p> <p>9 did they involve?</p> <p>10 A. They involved the 2017 tax return --</p> <p>11 Q. Okay.</p> <p>12 A. -- and accessing the 2017 books.</p> <p>13 Q. Okay. All right. I would like to explore</p> <p>14 that further with you. What was the issue with</p> <p>15 respect to the books in 2017?</p> <p>16 A. As I said, that Patty, not being a</p> <p>17 qualified accountant, she made an incorrect assumption</p> <p>18 that I could just start with the 2017 tax return</p> <p>19 numbers.</p> <p>20 Q. Okay.</p> <p>21 A. I wanted to reconcile those numbers to</p> <p>22 make sure they were correct.</p> <p>23 Q. In other words -- and when you say these</p> <p>24 numbers, was this on a tax return that had already</p> <p>25 been prepared?</p>	<p style="text-align: right;">page 41</p> <p>1 Q. When you say it wasn't the correct</p> <p>2 documentation prepared, be more specific in that</p> <p>3 regard.</p> <p>4 A. Okay. Bank reconciliations, balance</p> <p>5 sheet, account reconciliations. Actually, expense</p> <p>6 account reconciliations. Basically, all the general</p> <p>7 account reconciliations.</p> <p>8 Q. Okay. So a 2018 -- so the 2017 tax return</p> <p>9 had been prepared at the time that you got there.</p> <p>10 There had been no reconciliation done, correct?</p> <p>11 A. No. There were some reconciliations done.</p> <p>12 But like I said, not to my standards.</p> <p>13 Q. Okay. Not to standards that you believed</p> <p>14 would be appropriate for the filing of the return,</p> <p>15 correct?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Had the return already been filed</p> <p>18 by that time?</p> <p>19 A. Yes.</p> <p>20 Q. It had?</p> <p>21 A. Yes.</p> <p>22 Q. Was an amended return ever filed?</p> <p>23 A. I don't know.</p> <p>24 Q. Did you, did you direct that an amended</p> <p>25 return be filed?</p>

<p style="text-align: right;">page 42</p> <p>1 A. There was no reason to.</p> <p>2 Q. Why?</p> <p>3 A. Because the numbers on the 2017 return</p> <p>4 were correct.</p> <p>5 Q. Okay. And how did you know that they were</p> <p>6 correct?</p> <p>7 A. Because I reconciled every number on</p> <p>8 there.</p> <p>9 Q. Okay. Did you ever have any issue with</p> <p>10 respect to reconciliation --</p> <p>11 A. Actually, I'm sorry, you know what? There</p> <p>12 was a problem with the 2017 return.</p> <p>13 Q. What was the problem?</p> <p>14 A. Okay. I'm remembering. Actually, there</p> <p>15 was a large problem. But the CPAs made a problem --</p> <p>16 made a mistake.</p> <p>17 Q. What was the mistake?</p> <p>18 A. The mistake was they wrote off all of the</p> <p>19 outstanding client expenses.</p> <p>20 Q. When you say they wrote them off, they</p> <p>21 wrote them off as an ordinary and necessary business</p> <p>22 expense under Section 163 of the code?</p> <p>23 A. They wrote them off as -- they wrote them</p> <p>24 off as an expense, and they should have been left as a</p> <p>25 receivable. The hard costs. The soft costs should be</p>	<p style="text-align: right;">page 44</p> <p>1 Q. And, again, these would be ongoing</p> <p>2 operating costs as opposed to expenses, correct?</p> <p>3 A. Okay, the -- yeah, I don't understand your</p> <p>4 question.</p> <p>5 Q. Sure.</p> <p>6 A. There are hard costs and soft costs. You</p> <p>7 can write off the soft costs, you can't write off the</p> <p>8 hard costs.</p> <p>9 Q. And a hard cost is you gave as an example</p> <p>10 this --</p> <p>11 A. The \$500 was a soft cost. Anything you</p> <p>12 can -- that's specific and you can write a check for.</p> <p>13 For example, a court filing fee, that's a hard cost.</p> <p>14 Q. Okay. You can write that off?</p> <p>15 A. No, you can't. I mean, that's a</p> <p>16 receivable, I mean, if we are going to collect that</p> <p>17 from the client later on.</p> <p>18 Q. What you're saying, you can't write it off</p> <p>19 if you're going to collect it from the client at a</p> <p>20 later point in time?</p> <p>21 A. Yes.</p> <p>22 Q. You can only collect it -- you can only</p> <p>23 write it off when it becomes uncollectible.</p> <p>24 A. Yes.</p> <p>25 Q. Is that what you're saying?</p>
<p style="text-align: right;">page 43</p> <p>1 written off.</p> <p>2 Q. All right. Distinguish for me the</p> <p>3 difference between the two.</p> <p>4 A. The, the hard cost is anything we wrote a</p> <p>5 check for. The soft costs would be a \$500 case</p> <p>6 opening cost that you really can't define, you really</p> <p>7 haven't written a check for.</p> <p>8 Q. Operating costs?</p> <p>9 A. Yes.</p> <p>10 Q. Usual, usual and ongoing operating costs</p> <p>11 of the business were being written off?</p> <p>12 A. Yes.</p> <p>13 Q. So explain how that worked. So they</p> <p>14 opened a case and they charged someone \$500; is that</p> <p>15 correct?</p> <p>16 A. Yes.</p> <p>17 Q. And that would go on the client's ledger</p> <p>18 as a, as a receivable that they were to collect at</p> <p>19 some point --</p> <p>20 A. Yes.</p> <p>21 Q. -- correct?</p> <p>22 And what you're telling me is that they</p> <p>23 would be written off irrespective of whether or not</p> <p>24 they were ultimately collected?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">page 45</p> <p>1 A. Yes.</p> <p>2 Q. And they were writing those costs off, is</p> <p>3 that what you were saying?</p> <p>4 A. Yes.</p> <p>5 Q. And you characterize those as hard costs?</p> <p>6 A. Yes.</p> <p>7 Q. Something that you write a check for?</p> <p>8 A. A specific cost, yes. Assignable to a</p> <p>9 case, yes.</p> <p>10 Q. And, and a soft cost would be what?</p> <p>11 A. That would be the example was the \$500.</p> <p>12 Q. Now I'm confused again. I'm very sorry.</p> <p>13 That's a soft cost?</p> <p>14 A. Yes.</p> <p>15 Q. That you can write off?</p> <p>16 A. Yes.</p> <p>17 Q. And what is that, the \$500?</p> <p>18 A. Yes. That is a general amount. You can't</p> <p>19 assign any specific cost to it, you haven't written a</p> <p>20 check for it.</p> <p>21 Q. Right.</p> <p>22 A. Like a case opening cost.</p> <p>23 Q. Right.</p> <p>24 A. Okay. You can write that off.</p> <p>25 Q. The \$500 you can write off?</p>

<p style="text-align: right;">page 46</p> <p>1 A. Yes. Annually, yes. 2 Q. Annually. Even though there has been no 3 expenditure of funds? 4 A. Yes. 5 Q. What amounts are we talking about with 6 respect to -- you said it was a big amount. What 7 amounts are we talking about? 8 A. I don't remember. 9 Q. All right. Was an amended return filed? 10 A. No, we made an adjustment in 2018. 11 Q. Why didn't you file an amended return? 12 A. You would have to ask the CPAs that. 13 Q. Did you communicate that with the CPAs on 14 this? 15 A. Yes. 16 Q. Okay. When I asked you the amount, I'm 17 not looking for a specific amount. I'm looking for a 18 general amount. You said it was a big problem. How 19 big in terms of numbers? 20 A. I don't want to guess. 21 Q. I'm not asking you to guess. I'm asking 22 for your best recollection of a general number. I 23 didn't ask you for a specific. 24 A. It was hundreds of thousands of dollars. 25 Q. And what were the categories of expenses</p>	<p style="text-align: right;">page 48</p> <p>1 Q. Were any of the, any of the costs involved 2 in the Moradi case improperly expensed for 2017? 3 A. I don't know. I mean, I don't remember. 4 Q. The Moradi case was one in which an 5 enormous amount of funds were being expended during 6 the course of the litigation, correct? 7 A. Correct. 8 Q. All right. Is it your testimony that you 9 have no recollection of one way or the other whether 10 or not the Moradi expenses were at issue in the 2017 11 return, is that your testimony here today? 12 A. Yes. 13 Q. Okay. And can you explain to me why you 14 wouldn't have any particular recollection with respect 15 to the Moradi case, given its importance to the firm 16 and the amount of money that was being expended that 17 is far in excess of any other case? 18 A. Because I didn't go into the detail of the 19 case. 20 Q. Okay. I'm not asking about the detail of 21 the case. I'm asking about the numbers involved in 22 the case. 23 A. Okay. Well, that's the PC Law detail, 24 which I didn't, I didn't reconcile that. I went with 25 what was there.</p>
<p style="text-align: right;">page 47</p> <p>1 that they were attributable to that were being written 2 off? 3 A. Typical costs associated with a personal 4 injury case. For example, you have the litigation 5 cases, you would have, again you would have the filing 6 fees, expert witness fees, you have postage, copies. 7 Q. Those would be amounts that could not be 8 deducted in the year incurred? 9 A. Right. Because when the case settled we 10 would recoup those. 11 Q. Right. Well, if they were deducted in the 12 year that they were incurred and they were recovered 13 in a subsequent year, they would be income in a 14 subsequent year; is that correct? 15 A. Correct. 16 Q. Was Padda Law operating under cash or 17 accrual? 18 A. Cash. 19 Q. Are you familiar with a case that's 20 generally been referred to in the course of this 21 litigation time and again as the Moradi case? 22 A. Yes. 23 Q. How is it that you became familiar with 24 that? 25 A. I reconciled 2017.</p>	<p style="text-align: right;">page 49</p> <p>1 Q. And you didn't reconcile it because your 2 efforts to do so were in some way stopped or abandoned 3 or what have you? 4 A. No. Actually, once I reached -- I was 5 able to balance 2017 to the tax returns. I mean I was 6 able to balance the tax returns to the bank 7 statements, then I stopped looking at the detail. 8 Q. Did you at any point in time while you 9 were employed by Mr. Padda prepare any sort of listing 10 or compilation of cases that were being handled on a 11 contingency fee basis? 12 A. Yes. 13 Q. All right. How did you go about doing 14 that? Did you have a spreadsheet? 15 A. Yes. 16 Q. Okay. Right? 17 A. Yes. 18 Q. And what was the program you used for your 19 spreadsheet? 20 A. Excel. 21 Q. Okay. And the Excel would have a number 22 of border descriptions at the top, correct? 23 A. Yes. 24 Q. Okay. When the case is opened, correct? 25 A. Yes.</p>

<p>1 Q. Name of the party, correct?</p> <p>2 A. Actually, my -- I called it -- actually,</p> <p>3 you are right, the date actually. I had different</p> <p>4 schedules. Okay. So, yes, the one, the one you're</p> <p>5 talking about, yes. Yes. The name of the case, the</p> <p>6 date it was opened, yes.</p> <p>7 Q. The name of the case. Date it was opened.</p> <p>8 What other descriptive stylings and columns did you</p> <p>9 have in that regard?</p> <p>10 A. Estimated settlement amount.</p> <p>11 Q. Okay.</p> <p>12 A. Estimated settlement date.</p> <p>13 Q. Okay.</p> <p>14 A. Status of the case. What phase of the</p> <p>15 personal injury case life cycle it was at.</p> <p>16 Q. Okay.</p> <p>17 A. And what attorney was handling it.</p> <p>18 Q. All right. And, and would this, would</p> <p>19 this spreadsheet be chronological in nature? For</p> <p>20 example, would it go from, for example, 2000- maybe 13</p> <p>21 or '14 through when you were there 2018? Or would it</p> <p>22 be composed and organized then in alphabetical manner?</p> <p>23 A. As an Excel spreadsheet, I could sort it</p> <p>24 any way I wanted to.</p> <p>25 Q. Of course. I'm asking you how you sorted</p>	<p>1 today. But approximately how many contingency cases</p> <p>2 were there that were listed in a chronological</p> <p>3 fashion?</p> <p>4 A. Around what date?</p> <p>5 Q. Well, when they were first created.</p> <p>6 A. When they were first created? Maybe 400.</p> <p>7 Q. Okay. And they dated -- did they date</p> <p>8 back beyond 2014 or 2013?</p> <p>9 A. I don't think so.</p> <p>10 Q. Okay. So they would have started at or</p> <p>11 about 2013 and moved forward?</p> <p>12 A. I think -- okay, I'm -- I don't think</p> <p>13 there were any cases that old.</p> <p>14 Q. Okay. How old were the cases?</p> <p>15 A. I'm trying to think. I don't think there</p> <p>16 was a case in there older than 2015.</p> <p>17 Q. Okay.</p> <p>18 A. Like I said, I'm not positive.</p> <p>19 Q. You said in your testimony, you said I can</p> <p>20 create this in any which way and I would from time to</p> <p>21 time be asked to go in and get certain identifying</p> <p>22 information; for example, you know, what case was in</p> <p>23 what year, what case was handled by what attorney.</p> <p>24 You could make and, or as it's called, an</p> <p>25 interrogation of the particular spreadsheet to reflect</p>
<p>1 it.</p> <p>2 A. I was asked on different occasions to sort</p> <p>3 it by attorney, by, you know, by in alphabetical</p> <p>4 order, in chronological order, by settlement amount.</p> <p>5 Yeah, I was asked every which way.</p> <p>6 Q. Okay. And when you first designed it, did</p> <p>7 you do it basically in a chronological order dating</p> <p>8 from, dating to the, the past going forward to the</p> <p>9 future?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And do you recall when, when you</p> <p>12 first did so? That is, when you did you first create</p> <p>13 a spreadsheet having all of these contingency fee</p> <p>14 cases going from past years forward to the present?</p> <p>15 A. I don't remember.</p> <p>16 Q. Ballpark it.</p> <p>17 A. You know, I really don't remember.</p> <p>18 Q. Okay. All right. It would have been</p> <p>19 sometime at or about the time you were in the middle</p> <p>20 of performing services --</p> <p>21 A. Yes.</p> <p>22 Q. -- for Padda Law?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And approximately how many? I know</p> <p>25 you are not going to have an exact amount sitting here</p>	<p>1 whatever information you wanted to call forward,</p> <p>2 correct?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Did you have a styling on this</p> <p>5 spreadsheet?</p> <p>6 A. Define style.</p> <p>7 Q. Sure. What it was called. Did you name</p> <p>8 this spreadsheet?</p> <p>9 A. Okay. It was the pipeline report.</p> <p>10 Q. It was called the pipeline report?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Did the pipeline report exist</p> <p>13 before you were there?</p> <p>14 A. No.</p> <p>15 Q. Why did you create it? I think I know</p> <p>16 why, but I need to ask you on the record.</p> <p>17 A. Actually, we had some outside consultants</p> <p>18 who recommended it. And agreed.</p> <p>19 Q. Okay. Who were the outside consultants?</p> <p>20 A. It was a company called How To Manage A</p> <p>21 Law Firm.</p> <p>22 Q. Was this a local firm?</p> <p>23 A. No.</p> <p>24 Q. Who were they?</p> <p>25 A. Actually, they are a national firm. They</p>

<p>page 54</p> <p>1 help law firms, you know, in different ways.</p> <p>2 Q. Okay. And who secured their assistance?</p> <p>3 A. Patty Davidson.</p> <p>4 Q. Okay. When was that?</p> <p>5 A. I don't remember when we started with</p> <p>6 them.</p> <p>7 Q. Okay. When during your tenure?</p> <p>8 A. Actually, I think we were already, had</p> <p>9 started with them when I was there.</p> <p>10 Q. When you joined?</p> <p>11 A. Yes. When I joined, yes.</p> <p>12 Q. What was the date that you joined?</p> <p>13 A. I'm not sure of the exact date, but it was</p> <p>14 April 2017.</p> <p>15 Q. Okay. And when did you leave?</p> <p>16 A. I left September.</p> <p>17 Q. September of '18?</p> <p>18 A. 2019.</p> <p>19 Q. '19, excuse me. Okay.</p> <p>20 A. Oh, wait, wait. I'm sorry. April 2018 is</p> <p>21 when I started. I was there for about a year and a</p> <p>22 half.</p> <p>23 Q. And you left in September of '19?</p> <p>24 A. Right.</p> <p>25 Q. So you left pretty recently?</p>	<p>page 56</p> <p>1 Q. When did it change?</p> <p>2 A. After the year was up.</p> <p>3 Q. After what year was up?</p> <p>4 A. The initial year that we signed up for.</p> <p>5 Q. Okay. And then it became?</p> <p>6 A. A monthly charge.</p> <p>7 Q. A monthly charge.</p> <p>8 How much was the monthly charge?</p> <p>9 A. I don't remember exactly.</p> <p>10 Q. Not asking exactly.</p> <p>11 A. I think it was around \$4,000 a month.</p> <p>12 Q. Okay. And the annual fee was about?</p> <p>13 A. Actually, I don't remember. How much the</p> <p>14 initial term was for, I don't remember.</p> <p>15 Q. When, when Manage Your Law Practice -- am</p> <p>16 I stating that correctly?</p> <p>17 A. How To Manage A Small Law Firm.</p> <p>18 Q. Okay. When that, when that firm was being</p> <p>19 used, do I understand you correctly that they were the</p> <p>20 ones that recommended that this spreadsheet be created</p> <p>21 and they gave it some sort of a name; is that correct?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And who was it that recommended</p> <p>24 that, do you remember who that person was?</p> <p>25 A. No.</p>
<p>page 55</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And how long did you use the firm?</p> <p>3 How long were the services of Manage Your Law Firm</p> <p>4 used?</p> <p>5 A. The majority of the time I was there.</p> <p>6 Q. Okay. And was there a particular</p> <p>7 individual that you interfaced with from that service?</p> <p>8 A. Yes.</p> <p>9 Q. Who?</p> <p>10 A. I don't remember his name. It was</p> <p>11 infrequent.</p> <p>12 Q. Okay. Were they paid on a yearly basis?</p> <p>13 Monthly basis? Weekly basis? Or on-the-job invoice</p> <p>14 basis?</p> <p>15 MR. SEMERAD: Objection. Calls for</p> <p>16 speculation.</p> <p>17 BY MR. CAMPBELL:</p> <p>18 Q. I'm not asking you to speculate. I'm</p> <p>19 never going to ask you to speculate.</p> <p>20 A. In the beginning they were paid on an</p> <p>21 annual basis.</p> <p>22 Q. Okay. How much?</p> <p>23 A. I don't remember.</p> <p>24 Q. And did that change?</p> <p>25 A. Yes.</p>	<p>page 57</p> <p>1 Q. Was that recommendation in some fashion</p> <p>2 forwarded to you in writing?</p> <p>3 A. No.</p> <p>4 Q. How did you get it?</p> <p>5 A. I discussed it with Patty.</p> <p>6 Q. Okay. And she agreed that that should be</p> <p>7 done?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And you thereafter instituted it?</p> <p>10 A. Yes.</p> <p>11 Q. When you left, was that, was that</p> <p>12 spreadsheet formulation still in existence?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Did the -- you said that</p> <p>15 spreadsheet indicated an expectancy of settlement in</p> <p>16 some fashion, what that number would be?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And then it would ultimately</p> <p>19 reflect what that number eventually became; is that</p> <p>20 correct?</p> <p>21 A. No.</p> <p>22 Q. When it settled?</p> <p>23 A. No.</p> <p>24 Q. Okay.</p> <p>25 A. Because this was what was in the pipeline.</p>

<p style="text-align: right;">page 58</p> <p>1 Q. I understand.</p> <p>2 A. So once it settled, it was eliminated from</p> <p>3 the spreadsheet.</p> <p>4 Q. Got it.</p> <p>5 A. And I had a second schedule of earned</p> <p>6 income.</p> <p>7 Q. I'm going in there --</p> <p>8 A. Okay.</p> <p>9 Q. -- in a second. Just give me a chance to</p> <p>10 get there. Okay?</p> <p>11 And I understand that it was in the</p> <p>12 pipeline. So you would have a dollar number that</p> <p>13 would be put in there as to what you figured the case</p> <p>14 was worth or you would get; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. And where would that number come from?</p> <p>17 Presumably the attorneys?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. Mr. Padda, correct?</p> <p>20 A. No.</p> <p>21 Q. Who?</p> <p>22 A. Well, actually, the attorney who was</p> <p>23 working on the case.</p> <p>24 Q. Whoever that was?</p> <p>25 A. Right.</p>	<p style="text-align: right;">page 60</p> <p>1 accounted by the actual number that was earned?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And so you would then put it --</p> <p>4 that case would cease being in the pipeline on the</p> <p>5 spreadsheet we just described and go into another</p> <p>6 spreadsheet; is that correct?</p> <p>7 A. Yes.</p> <p>8 Q. What spreadsheet would it go into?</p> <p>9 A. The earned income spreadsheet.</p> <p>10 Q. What were the identifiers or columns that</p> <p>11 were on that spreadsheet?</p> <p>12 A. Case name.</p> <p>13 Q. Right.</p> <p>14 A. Settlement date.</p> <p>15 Q. Okay.</p> <p>16 A. Settlement amount.</p> <p>17 Q. Okay.</p> <p>18 A. That was it.</p> <p>19 Q. Okay. Would it reflect distribution of</p> <p>20 funds?</p> <p>21 A. No.</p> <p>22 Q. Okay. Would it reflect attorneys that</p> <p>23 worked on the case?</p> <p>24 A. No.</p> <p>25 Q. Okay. So it would be -- it would just be</p>
<p style="text-align: right;">page 59</p> <p>1 Q. If it was Mr. Padda, then he gave it. If</p> <p>2 it was some other attorney, then the attorney would</p> <p>3 give you what that number was, the expected number?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And that was something that you</p> <p>6 used to prognosticate or forecast what your cash flow</p> <p>7 would be, correct?</p> <p>8 A. Exactly.</p> <p>9 Q. And in managing the cash flow was, I think</p> <p>10 you've already said, sort of an important</p> <p>11 consideration in what you were doing, correct?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And so managing the cash flow and</p> <p>14 taking into consideration projected cash flow or</p> <p>15 incoming fees would be, would be put under what</p> <p>16 column? What would you call that column? Was there a</p> <p>17 particular name you assigned to that? I think you</p> <p>18 said, you know, fee expectancy or something of that</p> <p>19 nature.</p> <p>20 A. Estimated settlement amount.</p> <p>21 Q. Estimated settlement amount, okay.</p> <p>22 A. Yes.</p> <p>23 Q. Now, if the estimated settlement amount</p> <p>24 was less than or more than what actually came in</p> <p>25 was -- how was that accounted for? Was that just</p>	<p style="text-align: right;">page 61</p> <p>1 discrete entries as to what the case was, when it</p> <p>2 settled, and the amount?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And you call that again what?</p> <p>5 A. The earned income.</p> <p>6 Q. Earned income spreadsheet?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Was every case that was settled put</p> <p>9 in the earned income spreadsheet?</p> <p>10 A. Yes.</p> <p>11 Q. Were there other spreadsheets that you</p> <p>12 created that would augment or otherwise amplify or</p> <p>13 compliment these two spreadsheets? Can I give you an</p> <p>14 example?</p> <p>15 A. Just the standard financial statements.</p> <p>16 Q. Well, for example, would there be a</p> <p>17 spreadsheet that would reflect the amount of</p> <p>18 contingency fee that came in and what the breakdown of</p> <p>19 that fee would be for any attorneys that were</p> <p>20 assisting on the case?</p> <p>21 A. No.</p> <p>22 Q. Okay. Irrespective of that, what other</p> <p>23 spreadsheets existed besides those two?</p> <p>24 A. With regards to -- you mean the whole --</p> <p>25 Q. The cases.</p>

<p style="text-align: right;">page 62</p> <p>1 A. The cases.</p> <p>2 Q. Yeah. Your inventory of cases. You've</p> <p>3 told me you had an inventory of cases, okay, that, you</p> <p>4 know, reflected chronologically that went from year to</p> <p>5 year. The expected return on those cases or</p> <p>6 settlement value of those cases. The attorney</p> <p>7 assigned. When the case was opened. That sort of</p> <p>8 thing.</p> <p>9 Then you told me that there was another</p> <p>10 discrete spreadsheet that reflected the case that</p> <p>11 settled and how much it settled for, and I think you</p> <p>12 said the attorney involved?</p> <p>13 A. No.</p> <p>14 Q. Oh, it did not. Just those two things?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And what did you name that?</p> <p>17 A. Wait, I've got the --</p> <p>18 Q. The second spreadsheet?</p> <p>19 A. The second spreadsheet is the earned.</p> <p>20 Q. Earned income?</p> <p>21 A. Right.</p> <p>22 Q. Okay. Any others?</p> <p>23 A. Had to do with individual cases, no.</p> <p>24 Q. No, not -- well, that had to do with</p> <p>25 collectively the cases that were --</p>	<p style="text-align: right;">page 64</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And on these expenses, what things</p> <p>3 would be listed on, on this expense report?</p> <p>4 A. It would be the case name.</p> <p>5 Q. Right.</p> <p>6 A. The amount of hard costs, the amount of</p> <p>7 soft costs. And let's see. The total case opening</p> <p>8 date and type of case.</p> <p>9 Q. For example, a personal injury case?</p> <p>10 A. Yes.</p> <p>11 Q. Okay.</p> <p>12 Okay. Were you ever asked to keep track</p> <p>13 of any cases that Ruth Cohen had ever worked on or in</p> <p>14 any way participated in?</p> <p>15 A. No.</p> <p>16 Q. In '16, and '17, had you ever seen in any</p> <p>17 of the financials, and by that I mean the general</p> <p>18 ledger or any of the financials at Padda Law, any</p> <p>19 entries that reflected any sort of financial activity</p> <p>20 with respect to Ruth Cohen?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And what did you see in that</p> <p>23 regard?</p> <p>24 A. I saw some -- there were checks written to</p> <p>25 her.</p>
<p style="text-align: right;">page 63</p> <p>1 A. Then you've got your -- I mean, I had the</p> <p>2 standard financial statements.</p> <p>3 Q. Okay. Being what?</p> <p>4 A. Income statement, balance sheet. Again</p> <p>5 back to GAAP, your standard.</p> <p>6 Q. General ledger?</p> <p>7 A. Yes, general ledger. Balance sheet</p> <p>8 reconciliations.</p> <p>9 Q. Okay. Anything else?</p> <p>10 A. Actually, there were expense</p> <p>11 reconciliations.</p> <p>12 Q. Tell me about the expense reconciliation.</p> <p>13 Was this, was this a spreadsheet form?</p> <p>14 A. Actually, it was more an analysis of the</p> <p>15 monthly expenses.</p> <p>16 Q. Okay.</p> <p>17 A. I had a budget. I compared it to last</p> <p>18 year. Eliciting unusual expenses. And also a -- I</p> <p>19 kept a, a case expense report.</p> <p>20 Q. Case expense?</p> <p>21 A. Expense report, yes. That balanced to the</p> <p>22 balance sheet expense, accounts receivable number.</p> <p>23 Q. What did you call that?</p> <p>24 A. I don't remember.</p> <p>25 Q. Was this a spreadsheet as well?</p>	<p style="text-align: right;">page 65</p> <p>1 Q. Do you recall what those checks were</p> <p>2 written to her for?</p> <p>3 A. No.</p> <p>4 Q. And were these preexisting entries?</p> <p>5 A. You say preexisting?</p> <p>6 Q. Yes. Were these entries made before you</p> <p>7 even got there?</p> <p>8 A. Yes.</p> <p>9 Q. Were such entries made after you got</p> <p>10 there?</p> <p>11 A. Not that I remember.</p> <p>12 Q. Okay. You just saw them reflected in the</p> <p>13 books and records?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Did you ever determine that there</p> <p>16 was any money that was in some fashion allocated and</p> <p>17 then disapproved as having been allocated in the 2016</p> <p>18 and 2017 books?</p> <p>19 A. Allocated?</p> <p>20 Q. Yeah.</p> <p>21 A. To?</p> <p>22 Q. Whatever.</p> <p>23 A. Well, actually, kind of define</p> <p>24 "allocated."</p> <p>25 Q. Reflected, reflected for one thing and</p>

<p>page 66</p> <p>1 then adjusted for something else?</p> <p>2 A. No.</p> <p>3 Q. Okay. Did you ever see any entries that</p> <p>4 simply disappeared?</p> <p>5 A. No.</p> <p>6 Q. Okay.</p> <p>7 A. Actually, you know what? Let me correct</p> <p>8 that. In the data corruption issue, there were</p> <p>9 missing entries.</p> <p>10 Q. Do you know what they were for?</p> <p>11 A. No. I had a long list. The majority of</p> <p>12 them had to do with expenses, actual firm expenses.</p> <p>13 Q. Who told you that there was a corruption</p> <p>14 issue?</p> <p>15 A. PC Law.</p> <p>16 Q. Was PC Law ever able to determine what the</p> <p>17 source of the corruption issue was? How it occurred</p> <p>18 and why it occurred?</p> <p>19 A. No.</p> <p>20 Q. Did they offer any supposition or any</p> <p>21 thoughts on how it occurred or why it occurred?</p> <p>22 A. No.</p> <p>23 Q. Just that it occurred?</p> <p>24 A. Right.</p> <p>25 Q. Who was in charge of the books for Paul</p>	<p>page 68</p> <p>1 A. Yes.</p> <p>2 Q. How is it you knew we took her deposition?</p> <p>3 A. Actually, Ms. Wakayama mentioned it.</p> <p>4 Q. Okay. Ms. Wakayama had contacted you; is</p> <p>5 that correct?</p> <p>6 A. Yes.</p> <p>7 Q. All right. Have you had contact with</p> <p>8 Mr. Padda with, with respect to giving deposition</p> <p>9 testimony?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. On how many occasions?</p> <p>12 A. One.</p> <p>13 Q. When was that?</p> <p>14 A. I don't remember the exact date.</p> <p>15 Q. Ballpark it for me.</p> <p>16 A. So that was within the last month.</p> <p>17 Q. Within the last month?</p> <p>18 A. Yes.</p> <p>19 Q. And did you meet with him?</p> <p>20 A. Yes.</p> <p>21 Q. Did you meet with anyone else?</p> <p>22 A. I met with Patty Davidson.</p> <p>23 Q. You met with both of them?</p> <p>24 A. Yes.</p> <p>25 Q. All right. Share with me all that they</p>
<p>page 67</p> <p>1 Padda Law in 2016 and 2017?</p> <p>2 A. Patty.</p> <p>3 Q. Davidson?</p> <p>4 A. Patty Davidson.</p> <p>5 Q. She was an employee in 2016 and 2017 of</p> <p>6 Paul Padda Law, correct?</p> <p>7 MR. SEMERAD: Calls for speculation.</p> <p>8 THE WITNESS: Yeah, I don't know what the</p> <p>9 arrangement was.</p> <p>10 BY MR. CAMPBELL:</p> <p>11 Q. Okay. You don't know whether she was an</p> <p>12 employee or not?</p> <p>13 A. No.</p> <p>14 Q. Was she an employee in 2018?</p> <p>15 MR. SEMERAD: Calls for speculation.</p> <p>16 THE WITNESS: I had no access to the</p> <p>17 payroll. So I have no idea if she was an outside</p> <p>18 contractor or she was an employee.</p> <p>19 BY MR. CAMPBELL:</p> <p>20 Q. Okay. Well, I'll tell you that she has</p> <p>21 testified that she was an employee in 2016 and 2017.</p> <p>22 A. Okay.</p> <p>23 Q. Okay. We have taken her deposition in</p> <p>24 this case. Did you know that? That we took her</p> <p>25 deposition?</p>	<p>page 69</p> <p>1 said to you and what you said in return.</p> <p>2 A. We discussed my phone call with</p> <p>3 Mrs. Wakayama --</p> <p>4 Q. Okay.</p> <p>5 A. -- because I was confused that I heard</p> <p>6 that this case involved 2014 and prior. In my</p> <p>7 conversation with Ms. Wakayama, she was saying it was</p> <p>8 2017.</p> <p>9 Because my concern was -- I mean, my</p> <p>10 concern wasn't wasting your time, because obviously I</p> <p>11 have no idea what happened in 2014.</p> <p>12 So I went to talk to Paul and Patty. And</p> <p>13 I said, "What is going on here? Is it related, as</p> <p>14 Ms. Wakayama says, 2014 prior and 2017? Or 2017 is</p> <p>15 also included?" That was my conversation with them.</p> <p>16 Q. And, and they shared with you that 2017</p> <p>17 was very much at issue --</p> <p>18 A. No.</p> <p>19 Q. -- presumably?</p> <p>20 They didn't?</p> <p>21 A. No.</p> <p>22 Q. What did he tell you?</p> <p>23 A. They told me this was -- regarded 2014 and</p> <p>24 prior.</p> <p>25 Q. Okay. Well, you see I'm asking a lot of</p>

<p style="text-align: right;">page 70</p> <p>1 questions about 2017 and '16, right?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. And I'm asking questions about</p> <p>4 2018, right?</p> <p>5 A. Yes.</p> <p>6 Q. So presumably, you have been disabused of</p> <p>7 the notion that this is not reflective of any interest</p> <p>8 that we have in, in 2016, '17, and '18, right, you</p> <p>9 understand that it's very much at issue?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Is there anything else that was</p> <p>12 discussed about this case?</p> <p>13 A. No.</p> <p>14 Q. Where did this discussion take place?</p> <p>15 A. Patty's office.</p> <p>16 Q. Did they reach out to you or did you reach</p> <p>17 out to them?</p> <p>18 A. I think I mentioned to Patty that I had</p> <p>19 spoken to Ms. Wakayama.</p> <p>20 Q. Okay. So after you spoke to Ms. Wakayama,</p> <p>21 you called up Ms. Davidson?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And how soon after you called her</p> <p>24 up did you then meet with she and Mr. Padda?</p> <p>25 A. Within the week.</p>	<p style="text-align: right;">page 72</p> <p>1 federal prosecutor of tax cases, I can tell you things</p> <p>2 can balance sometimes that aren't reflective of the</p> <p>3 true nature of exactly what the transaction was.</p> <p>4 Do you agree with me?</p> <p>5 A. Yes.</p> <p>6 Q. Okay.</p> <p>7 A. I have been a forensic accountant, yes.</p> <p>8 Q. Okay. In fact, that's one of the things</p> <p>9 that you look for in forensic accounting is whether or</p> <p>10 not there is any subterfuge with respect to the</p> <p>11 reporting of certain issues such as expenses, right?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So did you have any such concerns</p> <p>14 of that nature, irrespective of whether or not</p> <p>15 something balanced? Did your concerns go deeper than</p> <p>16 that?</p> <p>17 A. No.</p> <p>18 Q. So they were simply superficial concerns</p> <p>19 that you had?</p> <p>20 A. It was such a large -- that it was such a</p> <p>21 material amount, yes.</p> <p>22 Q. All right. Do you know whether or not</p> <p>23 there has been any audit by any revenue agent with</p> <p>24 respect to the Moradi case and the Padda Law Firm?</p> <p>25 A. Not that I know of.</p>
<p style="text-align: right;">page 71</p> <p>1 Q. Did you ever have any concerns with</p> <p>2 respect to how the Moradi income was reported to the</p> <p>3 Internal Revenue Service?</p> <p>4 A. Yes.</p> <p>5 Q. What were those? What were those</p> <p>6 concerns?</p> <p>7 A. Well, obviously, it was a large amount of</p> <p>8 money. So I wanted to, you know, make sure that it</p> <p>9 balanced. The bank statements, the receipts from the</p> <p>10 Moradi case balanced to what was in, in PC Law</p> <p>11 balanced to what was in the bank statements and</p> <p>12 ultimately the tax return.</p> <p>13 Q. All right. And what was it that caused</p> <p>14 you those concerns? Did you have specific concerns in</p> <p>15 that regard?</p> <p>16 A. Yes. I mean, it was obviously the</p> <p>17 largest -- it was a very material amount.</p> <p>18 Q. All right. Did you think that there were</p> <p>19 problems in the manner in which it was to be reported</p> <p>20 to the Internal Revenue Service?</p> <p>21 A. No.</p> <p>22 Q. So you didn't see any issues in that</p> <p>23 regard; is that your testimony?</p> <p>24 A. Yes. Everything balanced.</p> <p>25 Q. Well, things can balance. As a former</p>	<p style="text-align: right;">page 73</p> <p>1 Q. Okay. You haven't been interviewed, for</p> <p>2 example, by a revenue agent?</p> <p>3 A. No.</p> <p>4 Q. Okay. In the, in the books and records</p> <p>5 that you reviewed of Padda Law, did you -- you said</p> <p>6 that you saw certain distributions that were reflected</p> <p>7 to Ruth Cohen. Do you recall that testimony?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. What were the nature of those</p> <p>10 distributions?</p> <p>11 A. I didn't look at the specific checks or</p> <p>12 descriptions.</p> <p>13 Q. So you don't know whether, for example,</p> <p>14 they were reflective of payments pursuant to a</p> <p>15 partnership dissolution and buyout or whether or not</p> <p>16 they were reflective of income that she had earned</p> <p>17 with respect to her participation in a split of a</p> <p>18 contingency fee?</p> <p>19 A. No.</p> <p>20 Q. Okay.</p> <p>21 During the period of time that you were</p> <p>22 there, did you ever -- I may have asked you this, but</p> <p>23 I'm asking in a slightly different way. Were you --</p> <p>24 did you ever participate in any sort of effort to</p> <p>25 reflect payments that were made to Ruth in any fashion</p>

<p style="text-align: right;">page 74</p> <p>1 whatsoever?</p> <p>2 A. No.</p> <p>3 Q. During your tenure?</p> <p>4 A. No.</p> <p>5 Q. Did you ever discuss with anyone at Padda</p> <p>6 Law what the relationship had been with Ms. Cohen and</p> <p>7 what, if any, financial obligations were remaining to</p> <p>8 her?</p> <p>9 A. No.</p> <p>10 Q. So you never had such a discussion with</p> <p>11 Patty Davidson, correct?</p> <p>12 A. No.</p> <p>13 Q. Nor did you have one with Mr. Padda; is</p> <p>14 that correct?</p> <p>15 A. The only discussions I had with them,</p> <p>16 maybe I should clarify, were very superficial, is</p> <p>17 that, you know, she was a partner in the firm before</p> <p>18 and she was bought out and that was about it.</p> <p>19 Q. Were you ever told that she was -- that</p> <p>20 she had an entitlement to partnership cases that had</p> <p>21 existed during the partnership but continued on</p> <p>22 because they had not yet been resolved?</p> <p>23 A. No.</p> <p>24 Q. Were you there when -- withdraw.</p> <p>25 During the period of time that you were</p>	<p style="text-align: right;">page 76</p> <p>1 Q. You said Michael, what was his last name?</p> <p>2 A. Lafia.</p> <p>3 Q. Did you work with him?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And what was his position there?</p> <p>6 A. He was the, I would say, staff attorney.</p> <p>7 Q. Okay. And do you know the reasons why he</p> <p>8 departed?</p> <p>9 A. Yes.</p> <p>10 Q. What, what were those reasons?</p> <p>11 A. He was unhappy with his compensation</p> <p>12 package.</p> <p>13 Q. How so?</p> <p>14 A. It changed.</p> <p>15 Q. When you say "it changed," did he believe</p> <p>16 that he did not receive the compensation that had been</p> <p>17 promised to him?</p> <p>18 A. He was not going to receive the</p> <p>19 compensation promised to him in the future.</p> <p>20 Q. And when did he leave?</p> <p>21 A. Actually, I don't know.</p> <p>22 Q. Was it before or after the Moradi case</p> <p>23 settled?</p> <p>24 A. Oh, long after.</p> <p>25 Q. Okay. And are you familiar with the</p>
<p style="text-align: right;">page 75</p> <p>1 present and working at the Padda Law firm, did any</p> <p>2 attorneys that worked there depart?</p> <p>3 A. Yes.</p> <p>4 Q. What attorneys departed?</p> <p>5 A. Michael Ladah -- Michael Lafia.</p> <p>6 Q. How do you spell his last name?</p> <p>7 A. L-a-f-i-a.</p> <p>8 Q. Okay.</p> <p>9 A. And -- so attorneys. I think that was it.</p> <p>10 Q. What about Joshua Ang?</p> <p>11 A. He was still there when I was there. I</p> <p>12 know he's left since.</p> <p>13 Q. Was Wayne Price there?</p> <p>14 A. He was -- he had just left before my time.</p> <p>15 Q. He had just left. Okay.</p> <p>16 All right. And when did Ang leave?</p> <p>17 A. Actually, I don't know. Just talking to</p> <p>18 people from the office, he's left. He left after I</p> <p>19 left.</p> <p>20 Q. And what people did you talk to from the</p> <p>21 office that told you that?</p> <p>22 A. The office manager, Patricia Chavez.</p> <p>23 Q. What was the occasion upon which she told</p> <p>24 you that?</p> <p>25 A. I don't remember.</p>	<p style="text-align: right;">page 77</p> <p>1 reasons Mr. Price left?</p> <p>2 A. No.</p> <p>3 Q. All right. Are you familiar with the</p> <p>4 controversy that occurred with respect to Mr. Price?</p> <p>5 A. No.</p> <p>6 Q. All right. So you're not aware -- are you</p> <p>7 aware of any funds that were subsequently paid to</p> <p>8 Mr. Price that were in controversy at some point in</p> <p>9 time?</p> <p>10 A. I did see a payment to him, but I don't</p> <p>11 know the circumstances surrounding it.</p> <p>12 Q. What payment was made to him?</p> <p>13 A. Again, similar to what I saw with</p> <p>14 Ms. Cohen that a payment was made, but I didn't look</p> <p>15 into the detail.</p> <p>16 Q. Okay.</p> <p>17 We have seen a pattern of, of disputes,</p> <p>18 controversies that have existed between former</p> <p>19 employees and Mr. Padda going back several years. So</p> <p>20 I have to ask you, did you ever have any sort of</p> <p>21 controversy with respect to Mr. Padda with regard to</p> <p>22 any matter?</p> <p>23 A. No.</p> <p>24 Q. Okay. Never had any difficulty with and</p> <p>25 then receiving compensation or dealing with you in any</p>

<p>page 78</p> <p>1 other issue?</p> <p>2 A. No.</p> <p>3 Q. Okay. Such as your medical records?</p> <p>4 A. No.</p> <p>5 Q. Okay. So it would be incorrect if someone</p> <p>6 had explained to us that you had had a running</p> <p>7 controversy with Mr. Padda with regard to securing</p> <p>8 your medical records? That would be incorrect and</p> <p>9 false information that had been provided us?</p> <p>10 A. Originally I was told they were lost.</p> <p>11 That was the problem.</p> <p>12 Q. Well, let's talk about that.</p> <p>13 A. Okay.</p> <p>14 Q. What medical records are we discussing</p> <p>15 here?</p> <p>16 A. Medical records -- or about medical</p> <p>17 malpractice case I have.</p> <p>18 Q. All right. Let's talk about that. And</p> <p>19 explore that in greater depth.</p> <p>20 What medical malpractice case do you have?</p> <p>21 A. Actually, it's related to my cancer</p> <p>22 treatment.</p> <p>23 Q. Okay. And is Mr. Padda representing you</p> <p>24 in that case?</p> <p>25 A. He is now, yes.</p>	<p>page 80</p> <p>1 A. Yes.</p> <p>2 Q. Okay. What are the terms of the retainer</p> <p>3 agreement?</p> <p>4 A. You know what, I did not -- I should have</p> <p>5 looked at the amount, but I'm assuming that it's the</p> <p>6 standard 40 percent.</p> <p>7 Q. Then tell me how it was that there was a</p> <p>8 problem with your medical records.</p> <p>9 A. They were -- I requested them. And said I</p> <p>10 was in -- I was acting as a case manager in -- I said</p> <p>11 my duties evolved to become a case manager expediting</p> <p>12 cases. So I used that opportunity to secure my own</p> <p>13 medical records --</p> <p>14 Q. Okay.</p> <p>15 A. -- which were subsequently sent to the</p> <p>16 firm.</p> <p>17 Q. Okay.</p> <p>18 A. So there has been obviously turnover at</p> <p>19 Paul Padda Law. I didn't know if Paul was capable of</p> <p>20 handling my case, so I wanted my medical records to</p> <p>21 have the opportunity, your right to interview other</p> <p>22 attorneys, and pursue that case.</p> <p>23 So when I called the office, no one could</p> <p>24 seem to find them.</p> <p>25 Q. All right. When was it that you secured</p>
<p>page 79</p> <p>1 Q. Okay. Who represented you in the past?</p> <p>2 A. It's a relatively new case.</p> <p>3 Q. Had you been represented by another</p> <p>4 attorney?</p> <p>5 A. No.</p> <p>6 Q. All right. Had you interviewed other</p> <p>7 attorneys on the -- for the case?</p> <p>8 A. No.</p> <p>9 Q. All right. So this is a case that, that</p> <p>10 Mr. Padda is now pursuing on your behalf?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And when did you become a client of</p> <p>13 Mr. Padda?</p> <p>14 A. Paul has a policy where he doesn't take</p> <p>15 employees' cases. So as soon as I became a</p> <p>16 nonemployee, then he took my case.</p> <p>17 Q. And the nature of the case is a medical</p> <p>18 malpractice action?</p> <p>19 A. Yes.</p> <p>20 Q. Against whom?</p> <p>21 A. St. Rose Hospital, Urology Specialists of</p> <p>22 Nevada.</p> <p>23 Q. And what are the terms of your retention</p> <p>24 of Mr. Padda and his firm? Have you signed a retainer</p> <p>25 agreement with him?</p>	<p>page 81</p> <p>1 the medical records for the first time? That is, when</p> <p>2 did you send out notifications to the provider to get</p> <p>3 your medical records?</p> <p>4 A. It was while I was still employed there.</p> <p>5 I would guess, I would guess August.</p> <p>6 Q. Of?</p> <p>7 A. Of 2019.</p> <p>8 Q. And when you sent out the request, were</p> <p>9 the medical records to be forwarded to an attorney?</p> <p>10 A. They were to be forwarded -- I put the</p> <p>11 request on Paul Padda Law letterhead.</p> <p>12 Q. Okay. So the answer is "yes"?</p> <p>13 A. Yes.</p> <p>14 Q. And when the records were received, what</p> <p>15 happened to them? What did you do when you received</p> <p>16 them?</p> <p>17 A. They were received after I left.</p> <p>18 Q. Had you had any discussion with Mr. Padda</p> <p>19 before you left with respect to your issue of</p> <p>20 potential medical malpractice?</p> <p>21 A. My discussions were primarily with Patty</p> <p>22 Davidson.</p> <p>23 Q. What were those discussions?</p> <p>24 A. My ongoing medical -- you know, my ongoing</p> <p>25 medical issues were affecting me monthly at the firm.</p>

<p style="text-align: right;">page 82</p> <p>1 Q. How so?</p> <p>2 A. Well, cancer, the cancer has left me with</p> <p>3 urination problems.</p> <p>4 Q. Okay. All right.</p> <p>5 A. And those affect me daily.</p> <p>6 Q. Okay.</p> <p>7 A. Okay. And also monthly as follow-up, I</p> <p>8 was required to go to USC in California. So I needed</p> <p>9 days off. So it was a monthly discussion.</p> <p>10 Q. Okay.</p> <p>11 A. But the actual medical malpractice issue</p> <p>12 with urology -- actually, it was probably going on</p> <p>13 during that time. But the actual case happened in</p> <p>14 March of 2019. The actual incident that we are</p> <p>15 pursuing.</p> <p>16 Q. Okay. All right. It was some, some</p> <p>17 incident that occurred in your treatment by a</p> <p>18 urologist?</p> <p>19 A. Exactly.</p> <p>20 Q. Okay. Did it involve an operative event?</p> <p>21 A. No.</p> <p>22 Q. Okay. As opposed to a treatment?</p> <p>23 A. Right. It was a treatment, yes.</p> <p>24 Q. Okay. All right. And, and so when did</p> <p>25 you develop a -- or come to the conclusion that</p>	<p style="text-align: right;">page 84</p> <p>1 anything.</p> <p>2 MR. SEMERAD: I appreciate it.</p> <p>3 BY MR. CAMPBELL:</p> <p>4 Q. So when you came to the conclusion that,</p> <p>5 you know, something was wrong, did you then approach</p> <p>6 Mr. Padda with respect to what had occurred?</p> <p>7 A. I approached Patty.</p> <p>8 Q. Patty. And said, you know, I may have</p> <p>9 been a -- victimized by medical malpractice?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And that would have been shortly</p> <p>12 thereafter, after your discharge from the hospital</p> <p>13 presumably?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And was it then that you determined</p> <p>16 you would hire Mr. Padda or how did that --</p> <p>17 A. My, my -- what was it? I want to explain</p> <p>18 it. I preferred, actually, my preference was for</p> <p>19 Mr. Padda to represent me, yes.</p> <p>20 Q. Okay. All right. And he does represent</p> <p>21 you today?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. When was the formal retention?</p> <p>24 When did you formally retain Mr. Padda to represent</p> <p>25 you in that case?</p>
<p style="text-align: right;">page 83</p> <p>1 malpractice may have been involved?</p> <p>2 A. When I was at the emergency room after the</p> <p>3 treatment.</p> <p>4 Q. When was that?</p> <p>5 A. Actually, that was in March.</p> <p>6 Q. Okay.</p> <p>7 A. I mean, immediately after the treatment, I</p> <p>8 guess, I got sepsis and almost died.</p> <p>9 Q. Okay. I get it.</p> <p>10 A. Because they botched the treatment.</p> <p>11 Q. Okay. All right. And how long were you</p> <p>12 hospitalized with sepsis?</p> <p>13 A. For six days.</p> <p>14 Q. Okay.</p> <p>15 MR. SEMERAD: Mr. Campbell, I am just</p> <p>16 going to interject at this moment that my</p> <p>17 understanding is that Ms. Wakayama's law firm may be</p> <p>18 representing defendants in this matter, and I do not</p> <p>19 want to use this deposition to further explore this</p> <p>20 case.</p> <p>21 MS. WAKAYAMA: And I'm absolutely not</p> <p>22 aware of that by any means. So if you have anything</p> <p>23 to show and to confirm that, please let me know. But</p> <p>24 I'm not aware of that.</p> <p>25 MR. CAMPBELL: I'm not going to get</p>	<p style="text-align: right;">page 85</p> <p>1 A. I don't remember the exact date.</p> <p>2 Q. Ballpark it. Was it before or after you</p> <p>3 left the firm?</p> <p>4 A. No, after. As I said --</p> <p>5 Q. Was it before --</p> <p>6 A. -- Paul has a policy.</p> <p>7 Q. All right. Was it before or after you</p> <p>8 talked to Ms. Wakayama?</p> <p>9 A. It was after.</p> <p>10 Q. Within how many days of speaking to</p> <p>11 Ms. Wakayama did you retain Mr. Padda and Padda --</p> <p>12 Mr. Padda agreed to represent you?</p> <p>13 A. It was a couple of weeks.</p> <p>14 Q. Getting back to this issue of your</p> <p>15 records, for what period of time did your, did your</p> <p>16 records go missing at the Padda firm?</p> <p>17 A. I would say a couple weeks.</p> <p>18 Q. Okay. And you said that you were not</p> <p>19 receiving satisfactory responses with respect to</p> <p>20 locating the records; is that correct?</p> <p>21 A. I was told they were researching it.</p> <p>22 Q. And was there some degree of frustration</p> <p>23 that you experienced over this period of time?</p> <p>24 A. Well, I had assumed that they never sent</p> <p>25 the records. That's what I assumed. So I decided to</p>

<p style="text-align: right;">page 86</p> <p>1 call the firm and say, "Hey, you know, did they send 2 them there?" 3 Because, you know, even though I put it on 4 Paul Padda Law letterhead, you know, I had my email 5 address on there and my phone number. I said, "Please 6 call me and let's discuss this." 7 So the fact that they never contacted me, 8 and I said, "If you don't want to discuss this, please 9 send me my records." So I, I thought maybe they were 10 just ignoring me. 11 So I thought, well, maybe I'll just call 12 the firm and say, "Hey, by any chance, did they happen 13 to send the records there?" So, and then I discovered 14 they did. 15 Q. Who told you that they were lost? 16 A. I wouldn't use the word lost, misplaced. 17 Mary. Mary Garcia. 18 Q. So she didn't use the word lost, she said 19 misplaced? 20 A. Yes. 21 Q. You used the word lost? 22 A. I don't think I used the word lost. 23 Q. That's the word you used earlier in your 24 testimony, that's why I'm asking you. 25 A. If I said lost, you know. You know, maybe</p>	<p style="text-align: right;">page 88</p> <p>1 A. Actually, it's a check to Ruth Cohen. The 2 memo is "Partnership Buyout." 3 Q. When you say memo, that means what it's 4 for, right? 5 A. Exactly. 6 Q. Partnership buyout, correct? 7 A. Yes. 8 Q. And the amount is \$15,000? 9 A. Yes. 10 Q. Okay. Do you recognize some writing on 11 the upper left-hand portion of that document? 12 A. I don't recognize it, but I can read it. 13 Q. What is it? 14 A. It says "Patti Davidson." 15 Q. What does it say underneath that? 16 A. Actually, that I can't read. 17 Q. Do you know what the other notation is in 18 the middle of the upper portion of that check? 19 A. No. 20 Q. Okay. 21 MR. CAMPBELL: 16. 22 (Deposition Exhibit 16 was 23 presented for identification.) 24 BY MR. CAMPBELL: 25 Q. Have you ever seen this document before?</p>
<p style="text-align: right;">page 87</p> <p>1 I used the word, I made the assumption lost. They 2 said misplaced. 3 MR. CAMPBELL: Okay. We have been at it a 4 little bit here. Let's take a break. And I'm going 5 to show you some documents here in the next couple 6 hours. 7 THE VIDEOGRAPHER: We are going off the 8 record. The time is approximately 11:41 a.m. 9 (Recessed from 11:41 a.m. to 12:01 p.m.) 10 THE VIDEOGRAPHER: The time is 11 approximately 12:01 p.m. We are back on the record. 12 MS. WAKAYAMA: Did you bring your 13 exhibits, Ryan? 14 MR. SEMERAD: Nope. 15 BY MR. CAMPBELL: 16 Q. I'm going to show you what has been 17 marked, this has previously been marked as Exhibit 18 No. 15. 19 (Deposition Exhibit 15 was 20 presented for identification.) 21 BY MR. CAMPBELL: 22 Q. Have you ever seen this document before? 23 A. No. 24 Q. Okay. Please identify what Exhibit No. 15 25 is.</p>	<p style="text-align: right;">page 89</p> <p>1 A. No. 2 Q. Okay. Have you ever heard anyone at 3 Padda Law ever discuss such a document? 4 A. Yes. 5 Q. Okay. Who? 6 A. Actually, I had a discussion with Patty 7 about it. 8 Q. And when did you have a discussion with 9 Patty about Exhibit No. 16? 10 A. No, not this specific exhibit; but, but I 11 thought were you asking generally, you know, Ruth 12 Cohen and payments to her. 13 Because when I saw them in 2017, I asked 14 her about it. And she said, "Well, that was a, a 15 prior partner who was bought out of the firm." 16 So that's the discussion I had in general. 17 Not this specific document. 18 Q. Okay. So you weren't discussing this 19 particular document or -- and you have never seen this 20 document before? 21 A. No. 22 Q. Okay. Was that the extent of discussions 23 that you had with Ms. Davidson about Ms. Cohen? 24 A. Yes. 25 Q. Okay. You had no other discussions with</p>

page 90

1 her or Mr. Padda about Ms. Cohen?
2 **A. No.**
3 Q. Okay.
4 MR. CAMPBELL: This is going to Exhibit
5 No. 158.
6 (Deposition Exhibit 158 marked.)
7 BY MR. CAMPBELL:
8 Q. This is what we call an aggregate exhibit,
9 it's two pages. What is the first page?
10 **A. Looks like a -- it's a PC Law general**
11 **ledger.**
12 Q. Okay. Look down to the fifth entry.
13 February 14 of 2016. Do you see that?
14 **A. Yes.**
15 Q. All right. That's the date, of course,
16 right?
17 **A. Right.**
18 Q. What does GB stand for?
19 **A. Actually, you know what? PC Law would**
20 **assign -- probably meant it was coming from the**
21 **accounts payable ledger.**
22 Q. What does GB stand for?
23 **A. Actually, I don't know exactly what it**
24 **stands for, no.**
25 Q. Okay. Did -- was that designation used on

page 91

1 the general ledger in 2018 when you were there?
2 **A. Yes.**
3 Q. And you didn't know then what it stood
4 for?
5 **A. No.**
6 Q. And you don't know what it stands for
7 today?
8 **A. No.**
9 Q. Okay. Any reason why you don't know?
10 **A. No. I never -- it was -- it wasn't**
11 **important.**
12 Q. Okay. What does the numerical value 6728
13 stand for?
14 **A. That was probably the check number.**
15 Q. Okay. So there is a check associated with
16 this?
17 **A. Yes.**
18 Q. And what does 26919 stand for?
19 **A. That would have been -- it's just**
20 **something PC Law assigns to a particular entry.**
21 Q. All right. And what is the entry for
22 this?
23 **A. What do you mean?**
24 Q. Well, you said PC Law assigns that to a
25 particular entry. What is the entry?

page 92

1 **A. Okay. So when you write a check, it's**
2 **going to, it's going to credit cash and debit an**
3 **account.**
4 Q. Okay. And when you say "credit cash,"
5 that means cash is going out?
6 **A. Yes.**
7 Q. Okay. And where is that cash going?
8 **A. To an expense account.**
9 Q. Okay. What expense account?
10 **A. Actually, I would need to see the other**
11 **side of this entry.**
12 Q. What would the -- what would you expect
13 the other side of the entry to display?
14 **A. Actually, I think we had a general ledger**
15 **account that was -- might have been a partnership**
16 **buyout account.**
17 Q. Okay. It was a separate account?
18 **A. Yes.**
19 Q. Okay. That would reflect all of the
20 payments made in the partnership buyout?
21 **A. Yes.**
22 Q. Okay. And was that a PC Law account?
23 **A. Yes.**
24 Q. Okay. You've reviewed that account in the
25 past presumably?

page 93

1 **A. Like I said, I don't remember specifically**
2 **what the name of the account was, whether it was -- it**
3 **could have gone into an outside counsel account. I**
4 **don't remember exactly what the, as I said, I -- you**
5 **know, it would be easy to look in PC Law to look at**
6 **what the other side of this entry is, but I'm**
7 **guessing.**
8 Q. Okay. But there was some other account
9 for payment of fees to Ruth Cohen based upon her
10 partnership buyout?
11 **A. Yes.**
12 Q. Okay. How do you know that?
13 **A. Because I, I saw the entry.**
14 Q. Okay. There is a statement reflecting
15 what this was for, correct?
16 **A. There should be backup to this, yes.**
17 Q. Right. But there is also a, a tag with
18 respect to what this was, correct?
19 **A. Yes.**
20 Q. And the tag is what?
21 **A. Well, there is a check number.**
22 Q. Right. And then, and then there is a
23 description?
24 **A. Right.**
25 Q. For the tag. And the description for the

<p style="text-align: right;">page 94</p> <p>1 tag is what?</p> <p>2 A. The description for the tag?</p> <p>3 Q. "Final Payment of Partnership Buyout," do</p> <p>4 you see that?</p> <p>5 A. Right, the description. Okay, yes.</p> <p>6 Q. Are you with me now?</p> <p>7 A. Yeah, I am.</p> <p>8 Q. Okay. Final payment?</p> <p>9 A. You said tag, not description.</p> <p>10 Q. I thought I said description. Okay.</p> <p>11 Irrespective of that, the tag is the number for the</p> <p>12 check, right?</p> <p>13 A. Yes.</p> <p>14 Q. Right? We on the same page?</p> <p>15 A. Yes.</p> <p>16 Q. Literally now?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Final Payment of Partnership</p> <p>19 Buyout.</p> <p>20 Okay. Let's go to the next page. See</p> <p>21 there is a check there, right?</p> <p>22 A. Yes.</p> <p>23 Q. And the check, there is a check number,</p> <p>24 right?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">page 96</p> <p>1 A. Right.</p> <p>2 Q. And then it's actually reflected on the</p> <p>3 check itself, correct?</p> <p>4 A. Yes.</p> <p>5 Q. As being the final payment, right?</p> <p>6 A. Right.</p> <p>7 Q. Thank you.</p> <p>8 All right. Take a look at 159.</p> <p>9 (Deposition Exhibit 159 marked.)</p> <p>10 BY MR. CAMPBELL:</p> <p>11 Q. I'm going to show you another ledger entry</p> <p>12 with respect to Ms. Cohen as well as a check, okay?</p> <p>13 A. Okay.</p> <p>14 Q. This is Exhibit No. 159. It's an</p> <p>15 aggregate exhibit again, being a ledger sheet as the</p> <p>16 top page, a check as the second page.</p> <p>17 Calling your attention to an entry of</p> <p>18 October 17th, that is the last entry that bears that</p> <p>19 date and it appears right in the middle of the page.</p> <p>20 A. I see it.</p> <p>21 Q. Okay. Again, it has a tag of 7150 and</p> <p>22 that's reflective of what?</p> <p>23 A. The check number.</p> <p>24 Q. Okay. Then there is an entry of 37122; is</p> <p>25 that correct?</p>
<p style="text-align: right;">page 95</p> <p>1 Q. And that check number is 6728, right?</p> <p>2 A. Right.</p> <p>3 Q. And that matches up to the tag number you</p> <p>4 previously identified, doesn't it?</p> <p>5 A. Yes.</p> <p>6 Q. Right. And there is also a memo line,</p> <p>7 right?</p> <p>8 A. Yes.</p> <p>9 Q. And the memo line matches exactly what the</p> <p>10 ledger description of what this payment was for,</p> <p>11 correct?</p> <p>12 A. Yes.</p> <p>13 Q. And that description is "Final Payment of</p> <p>14 Partnership Buyout," correct?</p> <p>15 A. Yes.</p> <p>16 Q. All right. Why would a descriptive -- why</p> <p>17 would it be described as final payment?</p> <p>18 A. Because it's the final payment.</p> <p>19 Q. There is nothing more to be paid?</p> <p>20 A. Exactly.</p> <p>21 Q. Under that particular agreement?</p> <p>22 A. Yes.</p> <p>23 Q. Got it.</p> <p>24 And that's reflected in two places, right?</p> <p>25 It's reflected in the ledger, correct?</p>	<p style="text-align: right;">page 97</p> <p>1 A. Yes.</p> <p>2 Q. Okay. The description, okay, is "Ruth</p> <p>3 Cohen," right?</p> <p>4 A. Yes.</p> <p>5 Q. And it reflects what?</p> <p>6 A. Partnership. Partnership buyout agreement</p> <p>7 payment.</p> <p>8 Q. Read it, please, into the record.</p> <p>9 A. "Payment - Partnership Buyout Agreement."</p> <p>10 Q. Okay. It doesn't say final there, does</p> <p>11 it?</p> <p>12 A. No.</p> <p>13 Q. Okay. Go to the next page. All right.</p> <p>14 You'll see a check?</p> <p>15 A. Yes.</p> <p>16 Q. What is the check number?</p> <p>17 A. 7150.</p> <p>18 Q. And that matches up with the tag that you</p> <p>19 just described on the ledger, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And it has in the memo words that say</p> <p>22 what?</p> <p>23 A. "Payment - Partnership Buyout Agreement."</p> <p>24 Q. Okay. And there is actually, so we are</p> <p>25 absolutely accurate, there's "Payment," a hyphen,</p>

<p style="text-align: right;">page 98</p> <p>1 "Partnership Buyout Agreement" that's reflected in the 2 check, correct? 3 A. The way PC Law works, what is on the 4 ledger should be exactly what's on the check. That's 5 the same entry, it's one entry. 6 Q. Is the answer to my question "yes"? 7 A. Yes. 8 Q. Okay. That's all I'm asking you. 9 A. Okay. 10 Q. Okay. Now go back to the ledger. It's 11 the exact same entry there correct, "Payment - 12 Partnership Buyout Agreement," correct? 13 A. Yes. 14 Q. It doesn't say final payment, does it? 15 A. No. 16 MR. CAMPBELL: 160, please. 17 (Deposition Exhibit 160 marked.) 18 BY MR. CAMPBELL: 19 Q. Calling your attention to 160, yet another 20 aggregate exhibit. The first page being a ledger. I 21 call your attention to an entry of November 29th of 22 2016 beginning with the tag of 7213 and followed with 23 a tag of 7223. Do you see that? 24 A. Yes. 25 Q. Reading, reading across the tag of 7213 is</p>	<p style="text-align: right;">page 100</p> <p>1 Q. Now, there is an entry of 7223, tag of 2 7223. That, too, would presumably be a check? 3 A. Yes. 4 Q. Okay. And it says it's a check in the 5 amount of 500? 6 A. Yes. 7 Q. And what does it say it's for? 8 A. "Reimbursement for Partnership Buyout 9 Payment to Ruth Cohen." 10 Q. "Reimbursement of Partnership Buyout 11 Payment to Ruth Cohen." Who is that \$500 going to? 12 A. Paul Padda. 13 Q. Okay. And it says it's reimbursing him 14 for paying her? 15 A. Yes. 16 Q. Okay. And go to the next page. We don't 17 have a check for that attached here, but is it your 18 presumption that there would be a check that would be 19 paid to Mr. Padda in the amount of \$500? 20 A. Yes. 21 Q. And presumably, there would be some 22 document that would reflect how the \$500 was 23 contributed, whether it was in cash or cashier's check 24 or draft, correct? 25 A. Yes.</p>
<p style="text-align: right;">page 99</p> <p>1 reflective of a tag for a check, correct? 2 A. Yes. 3 Q. Okay. And then there is a statement that 4 this is going to Ruth Cohen and a descriptor, right? 5 A. Yes. 6 Q. And the descriptor says what? 7 A. "Payment towards Partnership Buyout." 8 Q. Turn to the next page, please. Check 9 number matches up, correct, 7213? 10 A. Yes. 11 Q. The date matches up, correct? 12 A. Yes. 13 Q. The amount matches up, 1,500? 14 A. Yes. 15 Q. And the memo descriptor is exactly the 16 same as on the ledger, correct? 17 A. Yes. 18 Q. "Payment towards Partnership Buyout," 19 correct? 20 A. Yes. 21 Q. Okay. Now, the next entry says it bears 22 38807, and you don't know what that means, correct? 23 A. The next entry. 38807, yeah. No, that's 24 just a PC Law number it assigns so you can track it. 25 It's a tracking number.</p>	<p style="text-align: right;">page 101</p> <p>1 Q. Where would that be located? 2 A. Accounts payable file. 3 MR. CAMPBELL: 161. 4 (Deposition Exhibit 161 marked.) 5 BY MR. CAMPBELL: 6 Q. Okay. This again is a ledger from 7 Mr. Padda's law firm of May 9th of 2017, correct? 8 A. Yes. 9 Q. Okay. And you'll see the one, two, three, 10 four, five, six, seven, eighth entry down. 11 A. I see it. 12 Q. Okay. And you'll see that that has a tag 13 of 7526. And, again, that is reflective of presumably 14 a check number, right? 15 A. Yes. 16 Q. A check made payable to Ruth Cohen, 17 correct? 18 A. Yes. 19 Q. With the description of "Partnership 20 Buyout," correct? 21 A. Yes. 22 Q. Okay. Handing you Exhibit No. 15. I 23 think it's already in front of you. 24 Pair that up with Exhibit 15. 25 A. 15, okay.</p>

page 102

1 Q. And here we have another identical buy --
2 identical reflection that this is check No. 7526 and
3 it bears the exact same description, "Partnership
4 Buyout," right?
5 A. Yes.
6 Q. Doesn't say final payment, doesn't say
7 final buyout, nothing of that nature, correct? Just
8 says that it's part of a partnership buyout?
9 A. Yes.
10 Q. Thank you.
11 MR. CAMPBELL: This is previously marked
12 as 134.
13 We already have that marked.
14 (Deposition Exhibit 134 was
15 presented for identification.)
16 BY MR. CAMPBELL:
17 Q. So this is, this is the general ledger.
18 And I would like you to go down to an entry about in
19 the middle of the page of June 29, '17. It says "Paul
20 Padda Law." Do you see that?
21 A. Yes.
22 Q. Okay. It reflects that there is a tag
23 identifier of 1, what does that mean?
24 A. Okay. You're looking at the Paul Padda
25 Law in all capitals, right?

page 103

1 Q. Yeah, I am.
2 A. Okay. And you said there is a 1?
3 Q. 00001, do you see that?
4 A. Okay. Oh, okay, the million dollar one.
5 Okay, I was looking at the one below it. Okay.
6 Q. Is that reflective of a check or what?
7 A. Actually, when you write a check, you can
8 put whatever check number you want in there, so.
9 Q. Okay.
10 A. That's, that's where that number is
11 pulling from.
12 Q. A million dollars, right?
13 A. It actually -- when you do a transfer, the
14 system handles it like a check. So now that I see
15 it's a transfer, again, you can put whatever number
16 you want in there. So this is, this is actually a
17 transfer number.
18 Q. So what is, what is reflected on the
19 general ledger as having been -- as having occurred
20 here? Tell us what it is.
21 A. Money is being transferred between
22 accounts.
23 Q. What account to what account?
24 A. Well, the description is it's being
25 transferred from the trust account --

page 104

1 Q. All right.
2 A. -- and it's obviously, it's obviously
3 income. And, you know, earned fees. Yeah, they just
4 transfer from the trust account. But unless I see the
5 other side of this entry, I mean, the description
6 could be incorrect, I don't know.
7 Q. It says it's "Earned Fees," correct?
8 A. Yes.
9 Q. And then there's a number "170-001"?
10 A. Yes.
11 Q. What does that mean?
12 A. This is client number.
13 Q. Okay. David Moradi, correct?
14 A. Yes.
15 Q. And that this is a transfer from Chase
16 Trust, correct?
17 A. Yes.
18 Q. All right. And then there is a number
19 "0973," right?
20 A. Yes.
21 Q. And is that number?
22 A. That's the last four digits of the Chase
23 Trust account number.
24 Q. Okay. Go to the next page. And going
25 down, starting July 27th of '17.

page 105

1 A. Okay.
2 Q. These are Chase, these are Chase wires, if
3 that's helpful to you.
4 A. Okay.
5 Q. Do you see that? Look at the, look at the
6 column that it's in and go to the top of that column.
7 A. Okay. The \$11 million.
8 Q. Okay. But my point is that these -- this
9 is recordation of wire transfers, correct?
10 A. Yes.
11 Q. Okay. So money is coming in via wire,
12 right?
13 A. Exactly.
14 Q. A telephonic transfer, correct?
15 A. Yes.
16 Q. Okay. And this is a telephonic transfer
17 that's reflected on July 27th of '17, correct?
18 A. Yes.
19 Q. From an account, and it says "Transfer
20 from account, Transfer to Chase Wire 916 (sic)
21 \$11,813,333," correct?
22 A. Yes.
23 Q. All right. Tell me what that, tell me
24 what that transaction is.
25 A. Money came into the wire account and now

page 106

1 **it's being disbursed.**
2 Q. Okay. That same amount is reflected in
3 the next ledger entry, correct?
4 **A. Yes.**
5 Q. And what is occurring there?
6 **A. The first is the debit, so it's coming in;**
7 **and the second is the credit, it's going out.**
8 Q. And where is it going out to?
9 **A. It looks like it's -- went to David**
10 **Moradi.**
11 Q. Okay. What is the next entry on the
12 ledger?
13 **A. Okay. The "Transfer from account" of**
14 **\$5 million.**
15 Q. Where is that going?
16 **A. Okay. Then that's going out to David**
17 **Moradi.**
18 Q. Okay. And where does it -- well, the
19 particular ledger transfer just says transfer. It
20 says "Transfer to Chase Wire," correct, 5 million?
21 **A. Yes.**
22 Q. Okay. And, again, this is on the same
23 date, correct?
24 **A. Yes.**
25 Q. And it's "Transfer from account," right?

page 107

1 **A. Yes.**
2 Q. This is money going out; is that correct?
3 **A. Wait, wait. You said transfer account.**
4 **No, this is money coming in.**
5 Q. Coming in --
6 **A. This is money coming in.**
7 Q. -- that is going to go out?
8 **A. Yes.**
9 Q. And it then goes out as reflected in the
10 next transaction, "Wire to David Moradi - Balance of
11 settlement funds."
12 **A. Yes.**
13 Q. Do you know why there were two separate
14 transactions there?
15 **A. No. This is the -- money is being**
16 **transferred to the wire account probably from the**
17 **trust account.**
18 Q. Right.
19 **A. So, again, there is a settlement check**
20 **coming in --**
21 Q. Right.
22 **A. -- transferred into the wire account and**
23 **then the disbursement is being done to the client.**
24 Q. And there is two disbursements that are
25 being done there, correct? One for 11-million-8 and

page 108

1 the other one for \$5 million?
2 **A. Yes.**
3 Q. Okay. Go down, "Advanced Costs" is the
4 next one, Bailey Kennedy. Do you see that?
5 **A. Yes.**
6 Q. \$394,868.77. Do you see that?
7 **A. Yes.**
8 Q. Okay. And explain that ledger entry.
9 **A. The Bailey Kennedy wired that money to**
10 **reimburse us, and then it was being transferred into**
11 **our savings account.**
12 Q. Bailey Kennedy was wiring you, you mean
13 Paul Padda Law?
14 **A. Yes.**
15 Q. \$394,868.77?
16 **A. Yes.**
17 Q. And what was that for?
18 **A. Reimburse us our costs.**
19 Q. Reimburses you for costs.
20 And then it says "Chase Savings" is the
21 next entry. "Transfer to Chase Savings" that exact
22 same amount -- or excuse me, \$396,347. What is that?
23 **A. Actually, that's we are moving the money**
24 **now to the savings account.**
25 Q. But it's a different amount, do you see

page 109

1 that?
2 **A. Probably the difference is -- wait, that's**
3 **396. I don't have my glasses on. Right.**
4 **Yeah, the difference is the \$2,400 in the**
5 **Paul Padda entry above it.**
6 Q. Okay. And can you explain that particular
7 transaction?
8 **A. No. I would have to reconcile it.**
9 Q. Go to, if you would, Bates stamp 7179.
10 Down there on the bottom.
11 **A. Okay.**
12 Q. Are you with me?
13 **A. Okay. I'm sorry. Oh, Bates stamp. What**
14 **was the number?**
15 Q. 7179.
16 **A. 7179. Got it.**
17 Q. The top entry is June 29 indicates "Earned
18 Fees," a credit of \$1 million, correct?
19 **A. Yes.**
20 Q. Okay. Go down to the fifth entry,
21 July 3rd of '19, "Paul Padda Law Earned Fees." Do you
22 see that?
23 **A. Yes.**
24 Q. \$8,100,000; is that correct?
25 **A. Yes.**

<p style="text-align: right;">page 74</p> <p>1 whatsoever?</p> <p>2 A. No.</p> <p>3 Q. During your tenure?</p> <p>4 A. No.</p> <p>5 Q. Did you ever discuss with anyone at Padda</p> <p>6 Law what the relationship had been with Ms. Cohen and</p> <p>7 what, if any, financial obligations were remaining to</p> <p>8 her?</p> <p>9 A. No.</p> <p>10 Q. So you never had such a discussion with</p> <p>11 Patty Davidson, correct?</p> <p>12 A. No.</p> <p>13 Q. Nor did you have one with Mr. Padda; is</p> <p>14 that correct?</p> <p>15 A. The only discussions I had with them,</p> <p>16 maybe I should clarify, were very superficial, is</p> <p>17 that, you know, she was a partner in the firm before</p> <p>18 and she was bought out and that was about it.</p> <p>19 Q. Were you ever told that she was -- that</p> <p>20 she had an entitlement to partnership cases that had</p> <p>21 existed during the partnership but continued on</p> <p>22 because they had not yet been resolved?</p> <p>23 A. No.</p> <p>24 Q. Were you there when -- withdraw.</p> <p>25 During the period of time that you were</p>	<p style="text-align: right;">page 76</p> <p>1 Q. You said Michael, what was his last name?</p> <p>2 A. Lafia.</p> <p>3 Q. Did you work with him?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And what was his position there?</p> <p>6 A. He was the, I would say, staff attorney.</p> <p>7 Q. Okay. And do you know the reasons why he</p> <p>8 departed?</p> <p>9 A. Yes.</p> <p>10 Q. What, what were those reasons?</p> <p>11 A. He was unhappy with his compensation</p> <p>12 package.</p> <p>13 Q. How so?</p> <p>14 A. It changed.</p> <p>15 Q. When you say "it changed," did he believe</p> <p>16 that he did not receive the compensation that had been</p> <p>17 promised to him?</p> <p>18 A. He was not going to receive the</p> <p>19 compensation promised to him in the future.</p> <p>20 Q. And when did he leave?</p> <p>21 A. Actually, I don't know.</p> <p>22 Q. Was it before or after the Moradi case</p> <p>23 settled?</p> <p>24 A. Oh, long after.</p> <p>25 Q. Okay. And are you familiar with the</p>
<p style="text-align: right;">page 75</p> <p>1 present and working at the Padda Law firm, did any</p> <p>2 attorneys that worked there depart?</p> <p>3 A. Yes.</p> <p>4 Q. What attorneys departed?</p> <p>5 A. Michael Ladah -- Michael Lafia.</p> <p>6 Q. How do you spell his last name?</p> <p>7 A. L-a-f-i-a.</p> <p>8 Q. Okay.</p> <p>9 A. And -- so attorneys. I think that was it.</p> <p>10 Q. What about Joshua Ang?</p> <p>11 A. He was still there when I was there. I</p> <p>12 know he's left since.</p> <p>13 Q. Was Wayne Price there?</p> <p>14 A. He was -- he had just left before my time.</p> <p>15 Q. He had just left. Okay.</p> <p>16 All right. And when did Ang leave?</p> <p>17 A. Actually, I don't know. Just talking to</p> <p>18 people from the office, he's left. He left after I</p> <p>19 left.</p> <p>20 Q. And what people did you talk to from the</p> <p>21 office that told you that?</p> <p>22 A. The office manager, Patricia Chavez.</p> <p>23 Q. What was the occasion upon which she told</p> <p>24 you that?</p> <p>25 A. I don't remember.</p>	<p style="text-align: right;">page 77</p> <p>1 reasons Mr. Price left?</p> <p>2 A. No.</p> <p>3 Q. All right. Are you familiar with the</p> <p>4 controversy that occurred with respect to Mr. Price?</p> <p>5 A. No.</p> <p>6 Q. All right. So you're not aware -- are you</p> <p>7 aware of any funds that were subsequently paid to</p> <p>8 Mr. Price that were in controversy at some point in</p> <p>9 time?</p> <p>10 A. I did see a payment to him, but I don't</p> <p>11 know the circumstances surrounding it.</p> <p>12 Q. What payment was made to him?</p> <p>13 A. Again, similar to what I saw with</p> <p>14 Ms. Cohen that a payment was made, but I didn't look</p> <p>15 into the detail.</p> <p>16 Q. Okay.</p> <p>17 We have seen a pattern of, of disputes,</p> <p>18 controversies that have existed between former</p> <p>19 employees and Mr. Padda going back several years. So</p> <p>20 I have to ask you, did you ever have any sort of</p> <p>21 controversy with respect to Mr. Padda with regard to</p> <p>22 any matter?</p> <p>23 A. No.</p> <p>24 Q. Okay. Never had any difficulty with and</p> <p>25 then receiving compensation or dealing with you in any</p>

<p>page 78</p> <p>1 other issue?</p> <p>2 A. No.</p> <p>3 Q. Okay. Such as your medical records?</p> <p>4 A. No.</p> <p>5 Q. Okay. So it would be incorrect if someone</p> <p>6 had explained to us that you had had a running</p> <p>7 controversy with Mr. Padda with regard to securing</p> <p>8 your medical records? That would be incorrect and</p> <p>9 false information that had been provided us?</p> <p>10 A. Originally I was told they were lost.</p> <p>11 That was the problem.</p> <p>12 Q. Well, let's talk about that.</p> <p>13 A. Okay.</p> <p>14 Q. What medical records are we discussing</p> <p>15 here?</p> <p>16 A. Medical records -- or about medical</p> <p>17 malpractice case I have.</p> <p>18 Q. All right. Let's talk about that. And</p> <p>19 explore that in greater depth.</p> <p>20 What medical malpractice case do you have?</p> <p>21 A. Actually, it's related to my cancer</p> <p>22 treatment.</p> <p>23 Q. Okay. And is Mr. Padda representing you</p> <p>24 in that case?</p> <p>25 A. He is now, yes.</p>	<p>page 80</p> <p>1 A. Yes.</p> <p>2 Q. Okay. What are the terms of the retainer</p> <p>3 agreement?</p> <p>4 A. You know what, I did not -- I should have</p> <p>5 looked at the amount, but I'm assuming that it's the</p> <p>6 standard 40 percent.</p> <p>7 Q. Then tell me how it was that there was a</p> <p>8 problem with your medical records.</p> <p>9 A. They were -- I requested them. And said I</p> <p>10 was in -- I was acting as a case manager in -- I said</p> <p>11 my duties evolved to become a case manager expediting</p> <p>12 cases. So I used that opportunity to secure my own</p> <p>13 medical records --</p> <p>14 Q. Okay.</p> <p>15 A. -- which were subsequently sent to the</p> <p>16 firm.</p> <p>17 Q. Okay.</p> <p>18 A. So there has been obviously turnover at</p> <p>19 Paul Padda Law. I didn't know if Paul was capable of</p> <p>20 handling my case, so I wanted my medical records to</p> <p>21 have the opportunity, your right to interview other</p> <p>22 attorneys, and pursue that case.</p> <p>23 So when I called the office, no one could</p> <p>24 seem to find them.</p> <p>25 Q. All right. When was it that you secured</p>
<p>page 79</p> <p>1 Q. Okay. Who represented you in the past?</p> <p>2 A. It's a relatively new case.</p> <p>3 Q. Had you been represented by another</p> <p>4 attorney?</p> <p>5 A. No.</p> <p>6 Q. All right. Had you interviewed other</p> <p>7 attorneys on the -- for the case?</p> <p>8 A. No.</p> <p>9 Q. All right. So this is a case that, that</p> <p>10 Mr. Padda is now pursuing on your behalf?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And when did you become a client of</p> <p>13 Mr. Padda?</p> <p>14 A. Paul has a policy where he doesn't take</p> <p>15 employees' cases. So as soon as I became a</p> <p>16 nonemployee, then he took my case.</p> <p>17 Q. And the nature of the case is a medical</p> <p>18 malpractice action?</p> <p>19 A. Yes.</p> <p>20 Q. Against whom?</p> <p>21 A. St. Rose Hospital, Urology Specialists of</p> <p>22 Nevada.</p> <p>23 Q. And what are the terms of your retention</p> <p>24 of Mr. Padda and his firm? Have you signed a retainer</p> <p>25 agreement with him?</p>	<p>page 81</p> <p>1 the medical records for the first time? That is, when</p> <p>2 did you send out notifications to the provider to get</p> <p>3 your medical records?</p> <p>4 A. It was while I was still employed there.</p> <p>5 I would guess, I would guess August.</p> <p>6 Q. Of?</p> <p>7 A. Of 2019.</p> <p>8 Q. And when you sent out the request, were</p> <p>9 the medical records to be forwarded to an attorney?</p> <p>10 A. They were to be forwarded -- I put the</p> <p>11 request on Paul Padda Law letterhead.</p> <p>12 Q. Okay. So the answer is "yes"?</p> <p>13 A. Yes.</p> <p>14 Q. And when the records were received, what</p> <p>15 happened to them? What did you do when you received</p> <p>16 them?</p> <p>17 A. They were received after I left.</p> <p>18 Q. Had you had any discussion with Mr. Padda</p> <p>19 before you left with respect to your issue of</p> <p>20 potential medical malpractice?</p> <p>21 A. My discussions were primarily with Patty</p> <p>22 Davidson.</p> <p>23 Q. What were those discussions?</p> <p>24 A. My ongoing medical -- you know, my ongoing</p> <p>25 medical issues were affecting me monthly at the firm.</p>

<p style="text-align: right;">page 82</p> <p>1 Q. How so?</p> <p>2 A. Well, cancer, the cancer has left me with</p> <p>3 urination problems.</p> <p>4 Q. Okay. All right.</p> <p>5 A. And those affect me daily.</p> <p>6 Q. Okay.</p> <p>7 A. Okay. And also monthly as follow-up, I</p> <p>8 was required to go to USC in California. So I needed</p> <p>9 days off. So it was a monthly discussion.</p> <p>10 Q. Okay.</p> <p>11 A. But the actual medical malpractice issue</p> <p>12 with urology -- actually, it was probably going on</p> <p>13 during that time. But the actual case happened in</p> <p>14 March of 2019. The actual incident that we are</p> <p>15 pursuing.</p> <p>16 Q. Okay. All right. It was some, some</p> <p>17 incident that occurred in your treatment by a</p> <p>18 urologist?</p> <p>19 A. Exactly.</p> <p>20 Q. Okay. Did it involve an operative event?</p> <p>21 A. No.</p> <p>22 Q. Okay. As opposed to a treatment?</p> <p>23 A. Right. It was a treatment, yes.</p> <p>24 Q. Okay. All right. And, and so when did</p> <p>25 you develop a -- or come to the conclusion that</p>	<p style="text-align: right;">page 84</p> <p>1 anything.</p> <p>2 MR. SEMERAD: I appreciate it.</p> <p>3 BY MR. CAMPBELL:</p> <p>4 Q. So when you came to the conclusion that,</p> <p>5 you know, something was wrong, did you then approach</p> <p>6 Mr. Padda with respect to what had occurred?</p> <p>7 A. I approached Patty.</p> <p>8 Q. Patty. And said, you know, I may have</p> <p>9 been a -- victimized by medical malpractice?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And that would have been shortly</p> <p>12 thereafter, after your discharge from the hospital</p> <p>13 presumably?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And was it then that you determined</p> <p>16 you would hire Mr. Padda or how did that --</p> <p>17 A. My, my -- what was it? I want to explain</p> <p>18 it. I preferred, actually, my preference was for</p> <p>19 Mr. Padda to represent me, yes.</p> <p>20 Q. Okay. All right. And he does represent</p> <p>21 you today?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. When was the formal retention?</p> <p>24 When did you formally retain Mr. Padda to represent</p> <p>25 you in that case?</p>
<p style="text-align: right;">page 83</p> <p>1 malpractice may have been involved?</p> <p>2 A. When I was at the emergency room after the</p> <p>3 treatment.</p> <p>4 Q. When was that?</p> <p>5 A. Actually, that was in March.</p> <p>6 Q. Okay.</p> <p>7 A. I mean, immediately after the treatment, I</p> <p>8 guess, I got sepsis and almost died.</p> <p>9 Q. Okay. I get it.</p> <p>10 A. Because they botched the treatment.</p> <p>11 Q. Okay. All right. And how long were you</p> <p>12 hospitalized with sepsis?</p> <p>13 A. For six days.</p> <p>14 Q. Okay.</p> <p>15 MR. SEMERAD: Mr. Campbell, I am just</p> <p>16 going to interject at this moment that my</p> <p>17 understanding is that Ms. Wakayama's law firm may be</p> <p>18 representing defendants in this matter, and I do not</p> <p>19 want to use this deposition to further explore this</p> <p>20 case.</p> <p>21 MS. WAKAYAMA: And I'm absolutely not</p> <p>22 aware of that by any means. So if you have anything</p> <p>23 to show and to confirm that, please let me know. But</p> <p>24 I'm not aware of that.</p> <p>25 MR. CAMPBELL: I'm not going to get</p>	<p style="text-align: right;">page 85</p> <p>1 A. I don't remember the exact date.</p> <p>2 Q. Ballpark it. Was it before or after you</p> <p>3 left the firm?</p> <p>4 A. No, after. As I said --</p> <p>5 Q. Was it before --</p> <p>6 A. -- Paul has a policy.</p> <p>7 Q. All right. Was it before or after you</p> <p>8 talked to Ms. Wakayama?</p> <p>9 A. It was after.</p> <p>10 Q. Within how many days of speaking to</p> <p>11 Ms. Wakayama did you retain Mr. Padda and Padda --</p> <p>12 Mr. Padda agreed to represent you?</p> <p>13 A. It was a couple of weeks.</p> <p>14 Q. Getting back to this issue of your</p> <p>15 records, for what period of time did your, did your</p> <p>16 records go missing at the Padda firm?</p> <p>17 A. I would say a couple weeks.</p> <p>18 Q. Okay. And you said that you were not</p> <p>19 receiving satisfactory responses with respect to</p> <p>20 locating the records; is that correct?</p> <p>21 A. I was told they were researching it.</p> <p>22 Q. And was there some degree of frustration</p> <p>23 that you experienced over this period of time?</p> <p>24 A. Well, I had assumed that they never sent</p> <p>25 the records. That's what I assumed. So I decided to</p>

<p style="text-align: right;">page 86</p> <p>1 call the firm and say, "Hey, you know, did they send 2 them there?" 3 Because, you know, even though I put it on 4 Paul Padda Law letterhead, you know, I had my email 5 address on there and my phone number. I said, "Please 6 call me and let's discuss this." 7 So the fact that they never contacted me, 8 and I said, "If you don't want to discuss this, please 9 send me my records." So I, I thought maybe they were 10 just ignoring me. 11 So I thought, well, maybe I'll just call 12 the firm and say, "Hey, by any chance, did they happen 13 to send the records there?" So, and then I discovered 14 they did. 15 Q. Who told you that they were lost? 16 A. I wouldn't use the word lost, misplaced. 17 Mary. Mary Garcia. 18 Q. So she didn't use the word lost, she said 19 misplaced? 20 A. Yes. 21 Q. You used the word lost? 22 A. I don't think I used the word lost. 23 Q. That's the word you used earlier in your 24 testimony, that's why I'm asking you. 25 A. If I said lost, you know. You know, maybe</p>	<p style="text-align: right;">page 88</p> <p>1 A. Actually, it's a check to Ruth Cohen. The 2 memo is "Partnership Buyout." 3 Q. When you say memo, that means what it's 4 for, right? 5 A. Exactly. 6 Q. Partnership buyout, correct? 7 A. Yes. 8 Q. And the amount is \$15,000? 9 A. Yes. 10 Q. Okay. Do you recognize some writing on 11 the upper left-hand portion of that document? 12 A. I don't recognize it, but I can read it. 13 Q. What is it? 14 A. It says "Patti Davidson." 15 Q. What does it say underneath that? 16 A. Actually, that I can't read. 17 Q. Do you know what the other notation is in 18 the middle of the upper portion of that check? 19 A. No. 20 Q. Okay. 21 MR. CAMPBELL: 16. 22 (Deposition Exhibit 16 was 23 presented for identification.) 24 BY MR. CAMPBELL: 25 Q. Have you ever seen this document before?</p>
<p style="text-align: right;">page 87</p> <p>1 I used the word, I made the assumption lost. They 2 said misplaced. 3 MR. CAMPBELL: Okay. We have been at it a 4 little bit here. Let's take a break. And I'm going 5 to show you some documents here in the next couple 6 hours. 7 THE VIDEOGRAPHER: We are going off the 8 record. The time is approximately 11:41 a.m. 9 (Recessed from 11:41 a.m. to 12:01 p.m.) 10 THE VIDEOGRAPHER: The time is 11 approximately 12:01 p.m. We are back on the record. 12 MS. WAKAYAMA: Did you bring your 13 exhibits, Ryan? 14 MR. SEMERAD: Nope. 15 BY MR. CAMPBELL: 16 Q. I'm going to show you what has been 17 marked, this has previously been marked as Exhibit 18 No. 15. 19 (Deposition Exhibit 15 was 20 presented for identification.) 21 BY MR. CAMPBELL: 22 Q. Have you ever seen this document before? 23 A. No. 24 Q. Okay. Please identify what Exhibit No. 15 25 is.</p>	<p style="text-align: right;">page 89</p> <p>1 A. No. 2 Q. Okay. Have you ever heard anyone at 3 Padda Law ever discuss such a document? 4 A. Yes. 5 Q. Okay. Who? 6 A. Actually, I had a discussion with Patty 7 about it. 8 Q. And when did you have a discussion with 9 Patty about Exhibit No. 16? 10 A. No, not this specific exhibit; but, but I 11 thought were you asking generally, you know, Ruth 12 Cohen and payments to her. 13 Because when I saw them in 2017, I asked 14 her about it. And she said, "Well, that was a, a 15 prior partner who was bought out of the firm." 16 So that's the discussion I had in general. 17 Not this specific document. 18 Q. Okay. So you weren't discussing this 19 particular document or -- and you have never seen this 20 document before? 21 A. No. 22 Q. Okay. Was that the extent of discussions 23 that you had with Ms. Davidson about Ms. Cohen? 24 A. Yes. 25 Q. Okay. You had no other discussions with</p>

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I Denise R. Kelly, a Certified court
Reporter, duly licensed by the State of Nevada do
hereby certify:

That I reported the deposition of JEFREY APPEL, commencing on Thursday, November 21, 2019, at the hour of 10:06 a.m.

That prior to being deposed, the deponent
was duly sworn by me to testify to the truth;

That I thereafter transcribed my said
stenographic notes into written form;

That the typewritten transcript is a complete, true, and accurate transcription of my said stenographic notes;

I further certify that pursuant to NRCP
Rule 30(e)(1) that the signature of the deponent:

X was requested by the deponent or a party before the completion of the deposition;

___ was not requested by the deponent or a party before the completion of the deposition;

I further certify that I am not a relative

1 or employee of counsel or of any of the parties
2 involved in the proceeding, nor a person financially
3 interested in the proceeding.

4 IN WITNESS WHEREOF, I have set my hand in my
5 office in the County of Clark, State of Nevada, this
6 23rd day of November, 2019.

7
8
9
10
11 
12

13 Denise R. Kelly
14 CCR #252, RPR
15
16
17
18
19
20
21
22
23
24
25

Exhibit 12

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an individual,

Plaintiff,

vs.

CASE NO.:
A-19-792599-B

PAUL S. PADDA, an individual; PAUL
PADDA LAW, PLLC, a Nevada professional
limited liability company; DOE
individuals I-X; and, ROE entities I-X,

Defendant.

VOLUME I

VIDEOTAPED DEPOSITION OF PAUL S. PADDA, ESQ.

Taken at the offices of Campbell & Williams

Taken on Thursday, November 7, 2019

At 9:08 a.m.

At 700 South Seventh Street
Las Vegas, Nevada

Reported by: Barbara Kulish, CCR #247, RPR

ROCKET REPORTERS
888.832.0050 www.RocketReporters.com

page 110

1 agreements, but -- so I can't remember off the top of
2 my head how many. But I have been asked to come up
3 with all those retainers, and we've produced them as
4 supplemental disclosures, but sitting here and giving
5 you an exact number -- I mean, you have those numbers,
6 but I can't remember.

7 Q. Tell me this. Have there been settlements
8 that have been realized in cases that were generated by
9 the partnership other than the Cochran and the Moradi
10 and the -- what was the other third one, the --

11 MR. PEEK: Brewer and Moradi.

12 BY MR. CAMPBELL:

13 Q. Brewer and Moradi and Garland.

14 A. I'm not sure what you mean by "realized."

15 Q. That were resolved.

16 A. Well, I'm litigating one right now.

17 Q. What is it?

18 A. Jorge Esquivel-Robles.

19 Q. Okay.

20 A. So this is a case that I had. Ruth and I
21 worked on it. Mr. Robles left my firm under very
22 questionable circumstances -- well, left our firm, I
23 should say.

24 We had a paralegal who essentially took the
25 case to Steve Parsons. And it became a big issue as

page 111

1 far as the nature and circumstances under which he took
2 that case.

3 Ruth and I were both very upset. We
4 contacted Mr. Parsons. We said that this man, Tarquin
5 Black, is making representations to clients that he's
6 an attorney. He's not. And I had information that he
7 had showed up to the client's home with \$2500 cash.

8 And when Mr. Parsons found out, he became
9 very upset. He sent a letter accusing Tarquin of
10 forging documents under his letterhead to give it as if
11 the appearance that these were his clients. And what
12 it was was a drop letter basically sent to us saying
13 the office of Steve Parsons represents this client.

14 And so then eventually the client went over
15 to Benson Lee, and then his son Michael Lee. We have
16 an attorney lien that I asserted. And Ruth was a
17 partner at that time.

18 I'm litigating that case in front of Eric
19 Johnson, and your client, Ms. Cohen, has submitted a
20 sworn declaration in that case saying that nobody did
21 any work on that case, not Tarquin Black, not herself.

22 She made reference to, quote/unquote,
23 Hispanic files. I don't know what that means. But
24 that apparently there were Hispanic files pertaining to
25 certain clients, and that she would never work on

page 112

1 Hispanic files. And that my assertion of a lien is
2 improper, and that essentially nobody did work on this
3 case even though it sat in our office for an entire
4 year.

5 So that's one case that I'm actually
6 litigating.

7 Q. Do you recall what the question was?

8 A. Yeah. You asked me what cases have yet to
9 be resolved, and I gave you an example of one, and I
10 just recounted it for you.

11 Q. Is that the only one you recall?

12 A. Sitting here -- I guess, are you asking me
13 are there cases that still have yet to be resolved?

14 Q. I'm asking you ones that have been
15 resolved.

16 A. I'm sorry, say again.

17 Q. I'm asking you, what has been resolved?

18 A. So I've given you what I understand the
19 cases. There was Cochran, Garland, Moradi, Helen
20 Brewer. I'm litigating this Esquivel-Robles case.
21 There are others, I just can't remember off the top of
22 my head, but we've provided that information to you.

23 Q. I'm asking you what those case names were.

24 A. I understand, sir, but I cannot remember
25 sitting here.

page 113

1 Q. Can you give me an estimate of how many
2 cases were outstanding?

3 A. I would be guessing. We've produced those
4 retainers as part of discovery in this case, including
5 payments. So I just -- again, I'm just -- I'm not
6 trying to be evasive, I'm just telling you I don't
7 remember sitting here.

8 Q. Okay. With respect to this Business
9 Expectancy Interest Resolution Agreement, who created
10 this document?

11 A. When you say "created," do you mean who
12 typed it? Is that what you're asking me?

13 Q. Well, who had any part in the creation of
14 this document?

15 A. Both Ruth and myself.

16 Q. Okay. What part did you have in it?

17 A. So I actually physically typed it up.

18 Q. Okay.

19 A. We discussed the terms of this agreement.
20 She put forward things that were important to her. I
21 put forward things that were important to me. We came
22 to an agreement. I said, I'll memorialize it in
23 writing, you take a look at it, and that's what I did.

24 Q. All right. And you typed this up on a
25 computer in your office?

<p style="text-align: right;">page 114</p> <p>1 A. Yes.</p> <p>2 Q. Okay. What computer was it?</p> <p>3 A. I don't remember the model, but it was the</p> <p>4 computer that I worked off of in my office.</p> <p>5 Q. Okay. Do you still have that computer?</p> <p>6 A. I don't think so.</p> <p>7 Q. And what happened to that computer?</p> <p>8 A. So we had an IT company at the time. A</p> <p>9 gentleman named Mark Kane ran it. We always had</p> <p>10 problems with computers crashing, et cetera. So I</p> <p>11 think my computer ended up getting replaced.</p> <p>12 Q. What happened to the computer that this</p> <p>13 document was produced on?</p> <p>14 A. It was replaced by another computer after</p> <p>15 it crashed.</p> <p>16 Q. And what happened to the computer after it</p> <p>17 was replaced? What happened to it?</p> <p>18 A. I think Mark Kane -- it was donated to the</p> <p>19 Center for the Blind, and wiped.</p> <p>20 Q. Okay. And this is what, your IT guy?</p> <p>21 A. Yes.</p> <p>22 Q. And his name is what?</p> <p>23 A. Mark Kane. He's been disclosed in our</p> <p>24 disclosures.</p> <p>25 Q. And is he an employee?</p>	<p style="text-align: right;">page 116</p> <p>1 Mr. Kane no longer needed?</p> <p>2 A. The firm was growing. The amount of data</p> <p>3 we had was becoming greater and greater. And we just</p> <p>4 felt we needed a more robust IT company.</p> <p>5 Mark is someone I like very much. He had a</p> <p>6 tragedy, I think, in his family, and he ended up moving</p> <p>7 to Colorado. His daughter passed away, and he moved to</p> <p>8 Colorado to be near his son. So he was continuing to</p> <p>9 manage this company from afar, but it wasn't anything</p> <p>10 about him per se, it was just the fact that we needed a</p> <p>11 bigger company.</p> <p>12 Q. And that bigger company was what?</p> <p>13 A. NetEffect.</p> <p>14 Q. And who is the principal of NetEffect?</p> <p>15 A. So the gentleman I dealt with was Jeff</p> <p>16 Grace, who sold his interest in the company, and now</p> <p>17 there's another gentleman who is the owner, David</p> <p>18 Rounds, R-o-u-n-d-s.</p> <p>19 Q. All right. And who is the individual that</p> <p>20 actually performs services?</p> <p>21 A. They have a number of techs who will show</p> <p>22 up when we call in with an issue, so I don't -- I don't</p> <p>23 keep track of their names.</p> <p>24 Q. Okay. And are they on a monthly or an</p> <p>25 as-needed invoice retainer?</p>
<p style="text-align: right;">page 115</p> <p>1 A. No, he's a vendor.</p> <p>2 Q. He's an independent contractor?</p> <p>3 A. Correct.</p> <p>4 Q. And is he paid on a monthly basis?</p> <p>5 A. No, I think he submits an invoice, and we</p> <p>6 pay it.</p> <p>7 Q. Okay. For work as needed?</p> <p>8 A. I think we paid him a monthly stipend. I</p> <p>9 can't remember. We probably paid him some type of</p> <p>10 amount of money per month to monitor our computers,</p> <p>11 because it was cheaper to do it that way, but then if</p> <p>12 something went wrong, he would invoice us.</p> <p>13 Q. Is there any other IT professional that you</p> <p>14 use --</p> <p>15 A. Well, we -- sorry.</p> <p>16 Q. You have to wait.</p> <p>17 A. I apologize.</p> <p>18 Q. That's okay.</p> <p>19 Is there any other IT professional that you</p> <p>20 use other than Mr. Kane?</p> <p>21 A. Yes. We replaced Mr. Kane in, I want to</p> <p>22 say, approximately March of -- no, it was probably</p> <p>23 closer to October of 2017. We went with a new company</p> <p>24 called NetEffect.</p> <p>25 Q. Why was -- why were the services of</p>	<p style="text-align: right;">page 117</p> <p>1 A. We pay them monthly.</p> <p>2 Q. Monthly?</p> <p>3 A. Yes.</p> <p>4 Q. How much?</p> <p>5 A. I can't remember. It's a couple thousand.</p> <p>6 Q. Okay. And do you have a contract with</p> <p>7 them?</p> <p>8 A. Yes.</p> <p>9 Q. All right. With respect to Exhibit</p> <p>10 Number 5, the Business Expectancy Interest Resolution</p> <p>11 Agreement --</p> <p>12 A. Yes, sir.</p> <p>13 Q. -- when you crafted this document, did you</p> <p>14 craft it from another document? Did you use a template</p> <p>15 of any kind or form?</p> <p>16 A. I don't think so.</p> <p>17 Q. Okay. This is language that you created?</p> <p>18 A. This is language that Ruth and I came up</p> <p>19 with, and that I memorialized by typing it up.</p> <p>20 Q. But essentially you were the scrivener of</p> <p>21 it?</p> <p>22 A. Well, when you say "scrivener," I mean, I</p> <p>23 physically typed this up, yes.</p> <p>24 Q. Okay. And was this from a hard copy of</p> <p>25 written notes or anything of that nature?</p>

C E R T I F I C A T E O F R E P O R T E R

STATE OF NEVADA)

SS:

COUNTY OF CLARK)

I, Barbara Kulish, a Certified Court
Reporter duly licensed by the State of Nevada, do
hereby certify:

That I reported the deposition of Paul S.
Padda, Esq., Volume I, commencing on November 7, 2019.

That prior to being deposed, the witness
was duly sworn by me to testify to the truth;

That I thereafter transcribed my said
stenographic notes into written form;

That the typewritten transcript is a
complete, true, and accurate transcription of my
said stenographic notes;

I further certify that pursuant to NRC
Rule 30(e)(1) that the signature of the deponent:

 X was requested by the deponent or a
party before the completion of the deposition;

 was not requested by the deponent or
a party before the completion of the deposition;

I further certify that I am not a

1 relative or employee of counsel or of any of the
2 parties involved in the proceeding, nor a person
3 financially interested in the proceeding.

4 IN WITNESS WHEREOF, I have set my hand
5 in my office in the County of Clark, State of
6 Nevada, this 11th day of November, 2019.

7

8

9

10

11

12

Barbara Kulish

13

Barbara Kulish, CCR #247, RPR

14

15

16

17

18

19

20

21

22

23

24

25

Exhibit 13

AFFIDAVIT OF MARK KANE

STATE OF Colorado)
COUNTY OF El Paso) SS:

MARK KANE, being first duly sworn deposes and says:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I am the President of Manhattan Computer Products, Inc. ("MCP"), a Nevada corporation, licensed to do business in Clark County, Nevada. MCP regularly conducts business as Vegas Micro and offers IT services to businesses.

3. From approximately 2012 to July 2017, my company provided Cohen & Padda and later Padda Law, PLLC (collectively the "Padda Firm") technical support including, but not limited to, computer-related services such as assistance and trouble-shooting, repair, installation, updating, removing equipment, and replacing computer equipment.

4. During the time that my company worked for the Padda Firm, I became familiar with all of the computers and equipment used by the attorneys and the staff, including Paul Padda.

5. To the best of my recollection, in 2017 Mr. Padda's computer was not having problems and did not crash.

6. My company never replaced Mr. Padda's computer in 2017.

7. It is my best recollection that Mr. Padda used a Hewlett-Packard (HP) computer in 2017 and, therefore, my company could not have replaced his computer because we did not provide HP computers at the time. Given the quality of an HP computer, it would have been my standard practice to take all steps necessary to repair it.

8. On or about November 8, 2019, Mr. Padda called me to ask if I recall replacing his computer in 2017. I told him no because my company does not sell HP comuters.

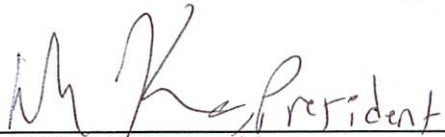
1 9. My company never donated Mr. Padda's computer to the Center for the Blind in
2 2017. In fact, it is my standard and customary practice to keep all computers on hand in the
3 event something needs to be retrieved from the device at a later time.

4 10. Neither my company nor I have ever donated any of the computers used at the
5 Padda Firm to charity.

6 11. In or about October 2017, Mr. Padda's firm asked me to help deliver Ruth
7 Cohen's computer to Ms. Cohen's home. I arranged for this delivery to happen, but I have no
8 knowledge as to any activity that took place on Ms. Cohen's computer or how it was stored or
9 maintained by the Padda Firm prior to delivery.

10 Further Affiant sayeth naught.

11 Dated this 14th day of November, 2019.

12
13 
14 MARK KANE, President
Manhattan Computer Products, Inc.

15 SUBSCRIBED and SWORN to before me
16 this 14th day of November, 2019.

17
18 
19 NOTARY PUBLIC in and for said
County of State

20
21
22
23
24
25
26
27
28

HEATHER ASHLEY GRAF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184030729
MY COMMISSION EXPIRES AUGUST 01, 2022

Exhibit 14

DISTRICT COURT

CLARK COUNTY, NEVADA

RUTH L. COHEN, an individual,

Plaintiff,

vs.

CASE NO.:
A-19-792599-B

PAUL S. PADDA, an individual; PAUL
PADDA LAW, PLLC, a Nevada professional
limited liability company; DOE
individuals I-X; and, ROE entities I-X,

Defendant.

VIDEOTAPED DEPOSITION OF PAUL S. PADDA, ESQ.

30(b)(6) Designee for Defendant Paul Padda Law, PLLC

Taken at the offices of Campbell & Williams

Taken on Friday, November 15, 2019

At 1:40 p.m.

At 700 South Seventh Street
Las Vegas, Nevada

Reported by: Barbara Kulish, CCR #247, RPR

<p>1 APPEARANCES: 2 3 For the Plaintiff: LIANE K. WAKAYAMA, ESQ. MARQUIS AURBACH COFFING 4 10001 Park Run Drive Las Vegas, Nevada 89145 5 702-382-0711 lwakayama@maclaw.com 6 DONALD J. CAMPBELL, ESQ. 7 MOLLY HIGGINS, ESQ. CAMPBELL & WILLIAMS 8 700 South Seventh Street Las Vegas, Nevada 89101 9 702-382-5222 djc@campbellandwilliams.com 10 11 For the Defendants: TAMMY PETERSON, ESQ. PETERSON BAKER, PLLC 12 701 South Seventh Street Las Vegas, Nevada 89101 13 702-786-1001 tpeterson@petersonbaker.com 14 Videographer: Joseph Camp, Las Vegas Legal Video 15 16 Also Present: Ruth Cohen 17 18 Julia Rodionova, Paralegal 19 Marquis Aurbach Coffing 20 21 22 23 24 25</p>	<p>1 LAS VEGAS, NEVADA, FRIDAY, NOVEMBER 15, 2019 2 1:40 P.M. 3 -000- 4 THE VIDEOGRAPHER: Good afternoon. Today 5 is November 15, 2019, and the time is 1:40 p.m. 6 This begins the videotaped deposition of 7 Paul Padda as the NRCP 30(b)(6) designee of the 8 defendant Paul Padda Law, PLLC. We are located at 9 Campbell & Williams, 700 South Seventh Street, Las 10 Vegas, Nevada 89101. 11 My name is Joseph Camp, court videographer, 12 of Las Vegas Legal Video. And the court reporter is 13 Barbara Kulish of Rocket Reporters. 14 This is District Court, Clark County, 15 Nevada, Case Number A-19-792599-B, entitled Ruth L. 16 Cohen, an individual, Plaintiff, versus Paul S. Padda, 17 an individual, et al., Defendants. 18 This deposition is requested by the 19 attorneys for the plaintiff. 20 Will counsel present please identify 21 yourselves for the record. 22 MR. CAMPBELL: Donald Jude Campbell, 23 appearing on behalf of Ms. Cohen. 24 MS. WAKAYAMA: Liane Wakayama, appearing on 25 behalf of plaintiff, Ms. Cohen, who is also present as</p>
<p>1 INDEX 2 WITNESS: PAUL S. PADDA, ESQ. Exam 3 4 By Mr. Campbell 5 5 6 7 EXHIBITS 8 Deposition Page 9 Exhibit 17 - Copy of \$50,000 Check 115 Bates PPL 90 10 11 Exhibit 125 - Paul Padda Law, PLCC's Answers to First Set of Interrogatories 64 (previously marked) 12 13 Exhibit 140 - Civil Docket for Johnson v Whirlpool Bates COHEN 254-264 35 14 Exhibit 141 - Defendant Paul Padda Law, PLLC's Responses to Plaintiff's Requests 49 for Admission 15 16 Exhibit 142 - Brewer Retainer Agreement Bates PADDA 2553-2557 and 4432-4436 82 17 18 Exhibit 143 - Civil Docket for Brewer v Prada 84 19 20 Exhibit 144 - 8/1/14 Email Re Cocounsel Arrangement Bates PADDA 222-223 88 21 Exhibit 145 - Paul S. Padda & Associates, PLLC General Ledger, 1/1/17-12/31/17 95 Bates PADDA 7077 22 Exhibit 146 - Johnson Retainer Agreement Bates PADDA 7505-7510 118 23 24 Exhibit 147 - Retainer Agreements Produced 122 25</p>	<p>1 well as my paralegal Julia Rodionova. 2 MS. PETERSON: Tammy Peterson on behalf of 3 Paul Padda and Paul Padda Law. 4 THE VIDEOGRAPHER: Thank you, counsel. 5 Will the court reporter please swear in the 6 witness. 7 8 PAUL S. PADDA, ESQ., 9 having been first duly sworn, was 10 examined and testified as follows: 11 12 EXAMINATION 13 BY MR. CAMPBELL: 14 Q. Mr. Padda, please tell me what it was that 15 you did to prepare for this deposition here today? 16 A. I met with my attorneys yesterday, 17 Ms. Peterson and Mr. Peek, and I reviewed a lot of the 18 documents that have been produced in this case. 19 Q. All right. Taking all the time you feel is 20 necessary, please detail for me all of the documents 21 that you reviewed yesterday. 22 A. So all the documents are contained in 23 binders in Mr. Peek's office. I think they're Bates 24 stamped from whatever the Bates stamp is from 1 all the 25 way through to the latest production. It's several</p>

<p>page 98</p> <p>1 have been.</p> <p>2 Q. Okay. And did you refund any -- any of the</p> <p>3 fees that he had paid you?</p> <p>4 A. No, I did not.</p> <p>5 Q. Taking all the time you feel is necessary</p> <p>6 to fully and completely answer, please detail for me</p> <p>7 how Paul Padda Law was able to retrieve Ruth's personal</p> <p>8 emails with her CPA, Daniel Kim, to produce in the</p> <p>9 Padda Law's First Supplemental 16.1 Disclosure on</p> <p>10 July 16, 2019.</p> <p>11 A. It wasn't difficult. She was using our</p> <p>12 official email, Paul Padda Law's email. You</p> <p>13 characterize them as personal emails, but they were</p> <p>14 being emails using our law firm handle generated off of</p> <p>15 our server. So all we had to do was basically just</p> <p>16 print out those emails.</p> <p>17 Q. Okay. Why were you printing out her emails</p> <p>18 to her accountant?</p> <p>19 A. Because my attorney had asked me to go</p> <p>20 through and find whatever emails I could.</p> <p>21 Q. Okay. Irrespective of whether or not there</p> <p>22 was a privilege involved?</p> <p>23 A. I wasn't aware of whether there was a</p> <p>24 privilege. I just did what my attorney asked me to do.</p> <p>25 Q. You're not aware that there's a privilege</p>	<p>page 100</p> <p>1 her certified public accountant for which a privilege</p> <p>2 existed?</p> <p>3 MS. PETERSON: Objection. Misstates.</p> <p>4 Asked and answered.</p> <p>5 THE WITNESS: Again, I don't agree with</p> <p>6 your -- I respectfully don't agree with your</p> <p>7 characterization that these were personal to her. They</p> <p>8 were emails between her and her CPA that she was using</p> <p>9 my email and server to generate.</p> <p>10 BY MR. CAMPBELL:</p> <p>11 Q. So what?</p> <p>12 So does that make a difference somehow in</p> <p>13 your mind? Is there some case law that you are relying</p> <p>14 upon?</p> <p>15 A. Yes. Well, not case law, but I had an</p> <p>16 of-counsel agreement with Ruth. And in that agreement,</p> <p>17 it set forth the fact that emails were not private.</p> <p>18 And it's also contained in our handbook.</p> <p>19 We tell all our employees that if you, you know, use</p> <p>20 our email, you don't have an expectation of privacy.</p> <p>21 Q. All right. Was she an employee?</p> <p>22 A. She was an independent contractor.</p> <p>23 Q. What's the answer to my -- the question I</p> <p>24 asked. Was she an employee?</p> <p>25 A. No, she was not an employee.</p>
<p>page 99</p> <p>1 with CPAs in the State of Nevada?</p> <p>2 A. I am, but I know that privilege can be</p> <p>3 waived depending on the circumstances.</p> <p>4 Q. Yeah?</p> <p>5 Did you get a waiver before you got those</p> <p>6 documents that were privileged?</p> <p>7 A. So a lot of emails that I noticed, Ruth was</p> <p>8 having my employees scan documents for her. So, for</p> <p>9 example, I recall seeing an email where Mary Garcia was</p> <p>10 asked to scan a document from the IRS tax court, which</p> <p>11 listed her Social Security number and all kinds of</p> <p>12 things, and send it to Ruth, which who then, I guess,</p> <p>13 used that to communicate with Daniel Kim.</p> <p>14 So I believe since she was using our</p> <p>15 emails, that she was okay with, you know -- if she was</p> <p>16 concerned about privacy, I would think that she would</p> <p>17 have created a Gmail account or used a separate email.</p> <p>18 MR. CAMPBELL: Okay. Move to strike as</p> <p>19 nonresponsive, volunteered.</p> <p>20 BY MR. CAMPBELL:</p> <p>21 Q. Let me ask the question again.</p> <p>22 A. Okay.</p> <p>23 Q. Did you ask permission of Ms. Cohen before</p> <p>24 you went rummaging through her personal files,</p> <p>25 specifically with respect to her communications with</p>	<p>page 101</p> <p>1 Q. Thank you. Okay.</p> <p>2 So she wasn't subject to any personnel</p> <p>3 manual, was she?</p> <p>4 A. Mr. Campbell, you didn't listen to my</p> <p>5 answer.</p> <p>6 Q. I listened to your answer, sir.</p> <p>7 She was not an employee, correct?</p> <p>8 A. Correct.</p> <p>9 Q. Okay. So the employee handbook wasn't</p> <p>10 applicable to her, was it?</p> <p>11 A. I don't agree with that. It was a</p> <p>12 guideline. She got a copy of it. She did not sign the</p> <p>13 employee handbook because she was an independent</p> <p>14 contractor, but I did have a letter I gave her, which</p> <p>15 was an of-counsel agreement.</p> <p>16 Q. What is the destruction of documents policy</p> <p>17 at Paul Padda Law?</p> <p>18 A. Destruction of documents?</p> <p>19 Q. Yeah.</p> <p>20 A. That's a very broad question. What do you</p> <p>21 mean specifically?</p> <p>22 Q. What's the destruction of documents policy</p> <p>23 at Paul Padda Law?</p> <p>24 A. Well, what time period?</p> <p>25 I think we try to maintain as many</p>

C E R T I F I C A T E O F R E P O R T E R

STATE OF NEVADA)

SS:

COUNTY OF CLARK)

I, Barbara Kulish, a Certified Court
Reporter duly licensed by the State of Nevada, do
hereby certify:

That I reported the videotaped deposition of
Paul S. Padda, Esq., a 30(b)(6) designee of Paul Padda
Law, commencing on November 15, 2019.

That prior to being deposed, the witness
was duly sworn by me to testify to the truth;

That I thereafter transcribed my said
stenographic notes into written form;

That the typewritten transcript is a
complete, true, and accurate transcription of my
said stenographic notes;

I further certify that pursuant to NRCP
Rule 30(e)(1) that the signature of the deponent:

 X was requested by the deponent or a
party before the completion of the deposition;

 was not requested by the deponent or
a party before the completion of the deposition;

I further certify that I am not a
relative or employee of counsel or of any of the
parties involved in the proceeding, nor a person
financially interested in the proceeding.

IN WITNESS WHEREOF, I have set my hand
in my office in the County of Clark, State of
Nevada, this 21st day of November 2019.

Barbara Kulish

Barbara Kulish, CCR #247, RPR