

IN THE SUPREME COURT OF THE STATE OF NEVADA

THOMAS L. CORNWELL, A NEVADA RESIDENT, Appellant,

Electronically Filed
Jul 16 2021 02:11 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

v.

NEIL E. SCHULTZ, A NEVADA RESIDENT, A/K/A THE NEIL E. SCHULTZ
TRUST DATED JANUARY 29, 2016, Respondent.

Supreme Court No. 82106

First Judicial District Court
Case No. 18 RP 00018 1B

APPELLANT'S APPENDIX

VOLUME 3 OF 3

GARMAN TURNER GORDON LLP

ERIC R. OLSEN

NVBN 03127

7251 Amigo Street, Suite 210

Las Vegas, Nevada 89119

eolasen@gtg.legal

Tel: (725) 777-3000

Fax: (725) 777-3112

Pro Bono Counsel for Appellant THOMAS J. CORNWELL

THOMAS L. CORNWELL, A NEVADA RESIDENT, Appellant, v. NEIL E.
SCHULTZ, A NEVADA RESIDENT, A/K/A THE NEIL E. SCHULTZ TRUST
DATED JANUARY 29, 2016, Respondent.

Supreme Court No. 82106
First Judicial District Court
Case No. 18 RP 00018 1B

INDEX

PLEADING	DATE	PAGE NUMBER	VOL
AFFIRMATION PURSUANT TO NRS 2396.030	11/05/2018	AA12	1
AMENDED ORDER TO SET PRETRIAL CONFERENCE	01/24/2020	AA175A- AA176	2
AMENDED TRIAL DATE MEMO	06/06/2020	AA148	1
ANSWER TO COMPLAINT AND COUNTERCLAIM WITH REQUEST FOR RELIEF	03/04/2019	AA32-AA128	1
APPLICATION FOR ENTRY OF DEFAULT	02/25/2019	AA21	1
APPLICATION FOR ENTRY OF DEFAULT	03/05/2019	AA129- AA130	1
APPLICATION TO PROCEED INFORMA PAUPERIS	09/25/2019	AA171	1
APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	02/19/2019	AA13-AA15	1
APPLICATION TO WAIVE FILING FEES/SERVICE ONLY	02/28/2019	AA24-AA27	1
CASE APPEAL STATEMENT	11/12/2020	AA275- AA277	2
CASE APPEAL STATEMENT	11/17/2020	AA281- AA283	2
CLOSING ARGUMENT (Defendants)	09/21/2020	AA216- AA226	2

CLOSING ARGUMENT/PROPOSED ORDER FINAL	10/16/2020	AA232-AA248	2
COMPLAINT TO QUIET TITLE TP REAL PROPERTY	11/05/2018	AA1-AA11	1
DEFAULT	03/05/2019	AA133	1
EARLY CASE CONFERENCE REPORT	07/03/2019	AA144-AA147	1
FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT	11/05/2020	AA251-AA259	1
HEARING ORDER	02/13/2020	AA178-AA179	2
MOTION FOR CONTINUANCE	07/28/2020	AA180-AA183	2
MOTION FOR SUMMARY JUDGMENT WITH DECLARATORY RELIEF	08/08/2019	AA149-AA152	1
MOTION TO REQUEST A RECONSIDERATION OF WAIVER OF FEES	02/25/2019	AA16-AA19	1
NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	11/10/2020	AA260-AA261	2
NOTICE OF APPEAL AND STAY OF ENTRY OF ORDER	11/16/2020	AA278-AA280	2
NOTICE OF DEFICIENCY IN NOTICE OF APPEAL	11/12/2020	AA274-AA275	2
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT	11/10/2020	AA262-AA273	2
NOTICE OF INTENT TO TAKE DEFAULT	03/01/2019	AA30-AA31	1
NOTICE OF INTENT TO TAKE DEFAULT	02/25/2019	AA131-AA132	1
NOTICE TO SET	05/10/2019	AA142-AA143	1
OPPOSITION TO MOTION FOR TRIAL CONTINUANCE	07/31/2019	AA195-AA197	2
ORDER DIRECTING TRANSMISSION OF THE RECORD	12/02/2020	AA284	2

ORDER FOR PROPOSED ORDERS	10/20/2020	AA249-AA250	2
ORDER RE: MOTION TO REQUEST A RECONSIDERATION OF WAIVER OF FEES	02/26/2019	AA22-AA23	1
ORDER REGARDING WAIVER OF FEES AND COSTS	03/01/2019	AA28-AA29	1
ORDER (Answer Counterclaim and Reply do not need to be submitted to the Court)	05/02/2019	AA140-AA141	1
ORDER DENYING MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS	09/30/2019	AA172-AA173	1
ORDER DENYING MOTION FOR SUMMARY JUDGMENT	09/11/2019	AA169-AA170	1
ORDER DENYING MOTION TO CONTINUE	08/03/2020	AA199-AA200	2
ORDER DENYING REQUEST FOR EX PARTE HEARING	08/04/2020	AA201-AA202	2
ORDER DENYING REQUEST TO SUBMIT	08/13/2019	AA154-AA155	1
ORDER FOR CLOSING ARGUMENTS	08/06/2020	AA203-AA205	2
ORDER FOR PROPOSED ORDER	08/28/2019	AA167-AA168	1
ORDER TO SET PRETRIAL CONFERENCE	12/18/2019	AA174-AA175	1
PLAINTIFF'S BRIEF IN REPLY TO DEFENDANT'S CLOSING ARGUMENT	10/02/2020	AA227-AA231	2
PLAINTIFF'S CLOSING ARGUMENT	09/02/2020	AA206-AA215	2
PLAINTIFF'S MOTION IN LIMINE	07/31/2020	AA192-AA194	2
PLAINTIFF'S TRIAL STATEMENT	07/31/2020	AA184-AA191	2
PROOF OF SERVICE OF SUMMONS AND COMPLAINT	02/25/2019	AA20	1
REPLY TO COUNTERCLAIM	03/22/2019	AA134-AA137	1
REQUEST FOR EX PARTE HEARING	07/31/2020	AA198	2

REQUEST FOR SUBMISSION	04/25/2019	AA138- AA139	1
REQUEST FOR SUBMISSION (Summary Judgment)	08/08/2019	AA153	1
REQUEST FOR SUBMISSION (Summary Judgment)	08/27/2019	AA165- AA166	1
RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT	08/26/2019	AA156- AA164	1
TRIAL DATE MEMO	01/27/2020	AA177	2
TRANSCRIPT	01/27/2020	AA285- AA301	3
TRANSCRIPT	08/06/2020	AA302- AA395	3

DATED this 15th day of July, 2021.

GARMAN TURNER GORDON LLP

/s/ Eric R. Olsen
ERIC R. OLSEN
Nevada Bar No. 3127
7251 Amigo St., Suite 210
Las Vegas Nevada 89119
Pro Bono Counsel for Appellant

CERTIFICATE OF SERVICE

I certify that on the 15th day of July, 2021, I served a copy of this completed **APPELLANT'S APPENDIX** upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By E-Service through Nevada Supreme Court; email and by first class mail with sufficient postage prepaid to the following address(es):
(NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

John Bartlett, Esq.
755 N. Roop St.
Carson City, NV 89701
Attorneys for Respondent

/s/ CM Wrangham
An employee of
GARMAN TURNER GORDON LLP

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

TRANSCRIPT OF TAPE-RECORDED

HEARING

JANUARY 27, 2020

IN THE MATTER OF NEIL E. SCHULTZ, A NEVADA
RESIDENT, A/K/A THE NEIL SCHULTZ TRUST DATED
JANUARY 29, 2016 V. THOMAS L. CORNWELL, A NEVADA
RESIDENT

1 CLERK: All rise please.

2 THE COURT: Please be seated. 18 RP 18,
3 Schultz versus Cornwell. This is a time set for a
4 10 RCT 16 conference. Mr. Bartlett is present for
5 the plaintiff. Mr. Cornwell is present representing
6 himself. What do we need to do, Mr. Bartlett, to
7 get this case concluded?

8 MR. BARTLETT: Thank you, Your Honor. Um, we
9 are, um, just about at the point where I was, uh,
10 actually going to put together a, uh, summary
11 judgment motion. One of the things that I have been
12 -- was waiting on, besides all the other work I'm
13 doing, is, um, getting some information out of the
14 title company that did the, uh, foreclosure sale in
15 this case. Um --

16 THE COURT: So is that going to take formal
17 discovery to get that from them or?

18 MR. BARTLETT: I hope not. I've -- I put in
19 calls to the attorney, who I've known for many
20 years, three times and I haven't got a call back
21 yet. So I'm going to -- I might just show up at
22 their office one day and, uh, try to do it that
23 way. Um --

24 THE COURT: Who's the attorney?

25 MR. BARTLETT: Judy Otto [ph], Judith Otto. Um

1 --

2 THE COURT: How long is it going to take to
3 get that information do you think?

4 MR. BARTLETT: Uh, I'm going to try to do it
5 this week. So hopefully, uh, um, within a week or
6 two. And then, um, and then I'm ready to proceed.
7 Uh, the -- the other discovery that's happened in
8 this case so far is I did serve and I requested
9 production of Mr. Cornwell some time ago, um,
10 primarily addressed to his claim and his answer
11 that he had made a bunch of payments to my client's
12 predecessor and interest, uh, George Sochy [ph].

13 And the respon- -- he did respond to the
14 request for production, but he, uh, indicated --
15 but he indicated in the response that he was going
16 to refuse to produce documentation proving his
17 payments until trial, which is an interesting
18 position to take.

19 Uh, and I have spoken to and obtained a
20 declaration under penalty of perjury for Mr. Sochy,
21 who lives up in Idaho these days. And he's quite
22 elderly. So I don't know if I can get him -- get
23 him down for a trial.

24 But at least I have a declaration from him and
25 have spoken with him. And he reiterated what my

1 client told me, which is he never got any payments,
2 uh, from Mr. Cornwell on this note.

3 So I think I've, uh, I think I've worked out
4 the foreclosure issues. So I think I'm ready to try
5 to wrap this up.

6 THE COURT: Is there any further discovery
7 you're going to need from Mr. Cornwell?

8 MR. BARTLETT: No.

9 THE COURT: Other than -- are you going to
10 file a motion regarding the, uh, any evidence of
11 payment?

12 MR. BARTLETT: I could file a motion to
13 compel, I suppose, but he's pretty much already
14 told me he's not going to produce them. So I figure
15 at this point, if he hasn't produced them by now,
16 he probably doesn't have it.

17 THE COURT: He -- the last that I looked, you
18 had filed a -- an early case conference because you
19 said that you -- I believe you said that you had
20 sent it to him and he hadn't responded.

21 MR. BARTLETT: No. He, uh, he attended the
22 early case conference. He came in my office, and we
23 did a report.

24 THE COURT: I'm looking on page three of the
25 early case conference report. In the last

1 paragraph, it says that the undersigned submitted
2 the foregoing early case conference report draft to
3 defendant Cornwell.

4 MR. BARTLETT: Oh, he did not -- yeah. That's
5 true. He did not sign the, uh, sign the report.

6 THE COURT: Okay.

7 MR. BARTLETT: That is true.

8 THE COURT: And he didn't produce any
9 documents at the, um, early case conference.

10 MR. BARTLETT: He didn't produce any proof of
11 payment. No.

12 THE COURT: Okay.

13 MR. BARTLETT: He may have produced a few
14 other things but nothing --

15 THE COURT: Mr. Cornwell, what are you going
16 to need to be ready for trial?

17 MR. CORNWELL: Uh, I don't have representation
18 for one thing. So -- and I wasn't aware that this
19 trial was happening right now. But I did produce a
20 list of all the checks and -- and money orders that
21 we had to prove payments for -- I think it was from
22 2010 to 2016. There was like \$26,000 made in
23 payments.

24 THE COURT: Do you have a copy of what you
25 produced?

1 MR. CORNWELL: Excuse me?

2 THE COURT: Do you have a copy of what you
3 produced?

4 MR. CORNWELL: Uh, yeah. I think it's in -- in
5 the papers we -- we filed. I wish I had my -- my,
6 uh --

7 MR. BARTLETT: Your Honor, it's part of his
8 answer in counterclaim where he lists in one of the
9 exhibits. And that is what was specifically
10 requested is what proof of those payments he has
11 because he lists checks and things like that in
12 there.

13 MR. CORNWELL: Those are the only ones we
14 found with [inaudible].

15 MR. BARTLETT: Well, that's -- that's a list.
16 It's not evidence of payment.

17 THE COURT: Yeah. Do you have copies of those
18 documents?

19 MR. CORNWELL: I think they should be in
20 there. I'm not really sure, like I said.

21 MR. BARTLETT: It's exhibit, uh --

22 MR. CORNWELL: I kind of need a little help
23 with this, you know.

24 MR. BARTLETT: Exhibit 9 to his answer kind of
25 thing.

1 MR. CORNWELL: I remember I provided those for
2 the, um, I forget -- his foreclosure company, the
3 [inaudible] foreclosure company.

4 THE COURT: I'm looking under Exhibit 9 in
5 your answer and counterclaim attached to that. And
6 it does have a list. It has the date. It has the
7 amount. It has the check number. You must've had
8 copies to produce all of that information.

9 MR. CORNWELL: Well, see, now that was -- that
10 was my ex-wife who was making the payments. So it's
11 just the list we got. That's the only one she could
12 find. I mean, to produce the cancelled check stub,
13 it would be going back to banks that are already --
14 accounts that are closed and all that. From what I
15 was aware of, according to foreclosure, I guess for
16 nonjudicial foreclosure, that -- that they're
17 supposed to come up with a list of the checks that
18 I had -- had paid.

19 THE COURT: But this isn't a nonjudicial
20 disclosure. This is a quiet title action.

21 MR. CORNWELL: Quiet title -- um, yes. See,
22 there you got me because I -- that's why I need my
23 assistant with me. She would be here right now if
24 she'd known about it.

25 THE COURT: Well, this isn't, um, nothing is

1 going to happen finally today. But if you don't
2 produce some evidence that you've paid, um, you can
3 testify that you made all of those payments, um --

4 MR. CORNWELL: Well, those aren't made up. I
5 mean, all those checks, them check numbers and
6 dates and all that stuff are not just made up out
7 of my head or anything.

8 THE COURT: And -- and you can testify to
9 that, but it's probably not going to go well for
10 you.

11 I mean, if you made payments, you should have
12 some kind of documents to show that you made
13 payments, like the checks that you listed, um,
14 you've got money order numbers.

15 MR. CORNWELL: Yeah.

16 THE COURT: Somebody didn't prepare this off
17 the top of their head.

18 MR. CORNWELL: No.

19 THE COURT: I'm just -- there's a number of
20 documents.

21 MR. CORNWELL: It's all legitimate.

22 THE COURT: So somebody had these documents at
23 some time.

24 MR. CORNWELL: Yeah.

25 THE COURT: So I'm not -- he's apparently not

1 going to file a motion to compel you to produce
2 those records. I'm not going to order you to
3 produce those records without a motion. I'm just
4 telling you that if you come in and tell me that on
5 November 5, 2011 you made a \$410 payment with money
6 order number, that's going to be difficult for me
7 to believe.

8 MR. CORNWELL: That's difficult it's going to
9 believe that I didn't make it?

10 THE COURT: Yes. How can you poss -- tell me.
11 Does a check written on -- according to here -- a
12 money order from November 14, 2011, do you know the
13 amount of that?

14 MR. CORNWELL: It says right on there. Doesn't
15 it?

16 THE COURT: It does. I'm asking you if you
17 know.

18 MR. CORNWELL: Probably \$410 I think it was.

19 THE COURT: Do you know the money order
20 number?

21 MR. CORNWELL: Off the top of my head?

22 THE COURT: Yes.

23 MR. CORNWELL: Of course not.

24 THE COURT: That's the problem. So you can
25 come in and say here's a list of everything I paid,

1 but I have no backup documentation, so I want you
2 to take my word that what is written here is true.
3 That's kind of an uphill battle for you. I'm not
4 pre-judging it. I don't know what evidence he has
5 to show that you didn't. He says Mr. Sochy is going
6 to testify that you didn't. Um --

7 MR. CORNWELL: Well, what kind of evidence
8 would you provide to say that person didn't make a
9 payment? I'm just curious.

10 THE COURT: The testimony.

11 MR. BARTLETT: The testimony.

12 MR. CORNWELL: Okay. So my testimony isn't any
13 good but his is?

14 THE COURT: Okay. So look at -- here's the
15 difference, though.

16 MR. CORNWELL: Mm-hmm.

17 THE COURT: How do you prove a negative?
18 That's a good question.

19 MR. CORNWELL: Yeah.

20 THE COURT: So how does Mr. Sochy prove that
21 you didn't send a check? He can't say, well, there
22 was a check because there was no check.

23 But you should have documentary evidence based
24 upon what you produced in your answer in
25 counterclaim. It indicates to me that you had the

1 documentation at some time. If you failed to
2 produce that, it's not going to go well for you.
3 That's all I'm saying today.

4 So, uh, I'm going to set a trial today. All
5 I'm telling you is you need to be working on
6 getting that documentation or it's going to be a
7 problem for you.

8 MR. CORNWELL: Okay.

9 THE COURT: Um, are you -- do you think you
10 need anything from the other side to prepare for
11 trial?

12 MR. CORNWELL: No. I don't need anything from
13 him. I thought we -- it was pretty cut and dry.

14 THE COURT: Okay. How much time -- go ahead
15 and have a seat. How much time, Mr. Bartlett, do
16 you think it's going to take to try this case if
17 the summary judgment motion is not successful?

18 MR. BARTLETT: Um, I would say, um, no more
19 than a day.

20 THE COURT: And another thing, uh, another
21 reason, um, Mr. Cornwell, you're required under the
22 rules to produce the documents that you intend to
23 rely on and also a list of witnesses. I don't have
24 any information from you about that. If you want to
25 proceed in the case, you need to file an early case

1 conference report, um, indicating who your
2 witnesses are and what exhibits you have. You have
3 to share those exhibits with the other side prior
4 to trial. That's the rule. That's not my -- I'm not
5 making that up.

6 That's a rule that the Supreme Court made up.
7 So do -- is there a reason -- the reason I'm
8 talking about that is if this case has to go to
9 trial, do you think it would take any more than one
10 day to try it?

11 MR. CORNWELL: Uh, I'm not familiar with court
12 proceedings and all that, so I couldn't really tell
13 you.

14 THE COURT: Okay. How far out do you want me
15 to look for a date?

16 MR. BARTLETT: Um, let's see. Well, um --

17 MR. CORNWELL: After I get out of prison.

18 MR. BARTLETT: Yeah. I don't know what his
19 availability is at the moment. But, um, the best --
20 the best probably for me right now would be, um,
21 early May would be okay. Uh, I could even do, uh,
22 April. I don't think I'm going anywhere in April or
23 the first half of May.

24 MR. CORNWELL: I could do July.

25 MR. BARTLETT: July is fine, too.

1 THE COURT: Is there a reason you couldn't do
2 May? Before I even ask you that, it doesn't look
3 like I can do May, so -- unless you want a second
4 setting behind something.

5 MR. BARTLETT: No. I'd rather have a firm
6 date.

7 THE COURT: The first -- the first day I have
8 that -- that currently there's not something else
9 set begins on June 10th. That -- that's a
10 Wednesday. And the following week, um, I have
11 several days open with a full day. And then there's
12 another stretch where I have nothing until August.

13 MR. BARTLETT: Well --

14 MR. CORNWELL: August would be better for me
15 if that makes any difference.

16 MR. BARTLETT: Yeah. I can't do, uh, the first
17 half of June. I'm not going to be here. Um --

18 THE COURT: What about the week of August 2nd?
19 If we did it on Wednesday, August 5th, I got a --
20 it's a free day right now.

21 MR. CORNWELL: Perfect.

22 MR. BARTLETT: I think -- let me look. Um, at
23 the moment, I'm scheduled for a trial in bankruptcy
24 court that week, although, I have filed a motion to
25 withdraw from that case, which will be heard in a

1 week or so.

2 If that happens, then that'll be fine. I mean,
3 we can take a shot at it if --

4 THE COURT: I'm going to go ahead and set it
5 on August 5th. If it turns out the judge doesn't
6 let you out of that case, let me know.

7 MR. BARTLETT: I will.

8 THE COURT: So, Mr. Cornwell, to be clear,
9 that's the time, if the motion for summary judgment
10 isn't granted, that you need to have everything
11 here you want me to consider. You have to have
12 disclosed all of that, meaning you have to have
13 provided, uh, Mr. Bartlett with any copies of
14 anything you're intending to use, um, and a list of
15 witnesses.

16 But you can't sit back and -- and not do
17 anything and -- to prepare for the trial because if
18 he files a motion for summary judgment, the rules
19 require that you come forth with affirmative
20 evidence to show -- to back up what your claims
21 are. So that would be a good time to have copies of
22 the checks and money orders.

23 MR. CORNWELL: You're telling me if he files,
24 uh, for summary judgment.

25 THE COURT: Yes.

1 MR. CORNWELL: Now, I've already filed for
2 summary judgment twice.

3 THE COURT: Yes. And that was denied.

4 MR. CORNWELL: Yeah. Okay.

5 THE COURT: Anything else, Mr. Bartlett?

6 MR. BARTLETT: Uh, no, Your Honor.

7 THE COURT: Mr. Cornwell?

8 MR. CORNWELL: Yes.

9 THE COURT: Any questions?

10 MR. CORNWELL: Uh, not right now.

11 THE COURT: Okay. She's going to print out a,
12 uh, trial date hearing that will have the date and
13 the time of the hearing.

14 CLERK: Judge, is that a bench trial?

15 THE COURT: That is a bench trial.

16 MR. CORNWELL: No jury trial?

17 THE COURT: Nobody demanded a, uh, a jury
18 trial.

19 MR. CORNWELL: May I do that?

20 THE COURT: May you do that?

21 MR. CORNWELL: Yes.

22 THE COURT: Um, do you have funds to pay the
23 first day of jury fees?

24 MR. CORNWELL: Probably not.

25 THE COURT: Um, I -- I won't say that you

1 can't do it. Um, but if you file, it doesn't
2 necessarily mean that it would be granted.

3 MR. CORNWELL: Correct.

4 THE COURT: So here is the trial date memo
5 with the date and the time. And with that, court
6 will be adjourned. Thank you.

7 MR. BARTLETT: Thank you.

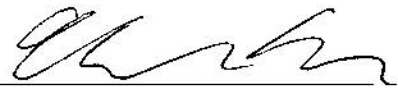
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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, Chris Naaden, a transcriber, hereby declare under penalty of perjury that to the best of my ability the above 16 pages contain a full, true and transcription of spoken English of the tape-recording that I received regarding the event listed on the caption on page 1.

I further declare that I have no interest in the event of the action.

May 19, 2021
Chris Naaden

x 

(18 RP 18, Schultz v. Cornwell, 1-27-20)

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

TRANSCRIPT OF TAPE-RECORDED

HEARING

AUGUST 6, 2020

IN THE MATTER OF NEIL E. SCHULTZ, A NEVADA
RESIDENT, A/K/A THE NEIL SCHULTZ TRUST DATED
JANUARY 29, 2016 V. THOMAS L. CORNWELL, A NEVADA
RESIDENT

1 CLERK: All rise, please. [Inaudible].
2 THE COURT: You needed that for anything?
3 CLERK: Uh, yeah. I will need to take the
4 [inaudible]. [Inaudible].
5 THE COURT: Good morning.
6 MR. CORNWELL: Morning.
7 THE COURT: This is -- is 18 RP 18, Schultz
8 versus Cornwell. This is the time set for trial.
9 Mr. Radley, is this Mr. Schultz?
10 MR. SCHULTZ: Yes. It is, Your Honor.
11 CLERK: [Inaudible].
12 THE COURT: State your name for the recording.
13 And Mr. Cornwell is present.
14 MR. SCHULTZ: May I please sit?
15 THE COURT: Go ahead and have a seat. Mr.
16 Bartlett, are you ready to -- to proceed?
17 MR. BARTLETT: I am, Your Honor.
18 THE COURT: Mr. Cornwell, are you ready --
19 MR. CORNWELL: Yes.
20 THE COURT: -- to proceed?
21 MR. CORNWELL: Uh, yeah. Your Honor. I had
22 representation yesterday and she wasn't allowed --
23 she couldn't come today so I'm kind of on my own
24 here.
25 THE COURT: Okay. Are you able to hear me okay

1 with my mask on?

2 MR. CORNWELL: Pretty much.

3 THE COURT: Mr. Bartlett, can you hear me all
4 right?

5 MR. BARTLETT: Yes.

6 THE COURT: Mr. Schultz, can you hear me?

7 MR. SCHULTZ: Yes.

8 THE COURT: All right. Mr. Bartlett.

9 MR. BARTLETT: Your Honor, we were having
10 discussion about the case here which I believe
11 [inaudible]. So Your Honor, uh, as I'm sure you're
12 aware this is an action, uh, to acquire title to a
13 parcel of real property located at 2355 Columbia
14 Way, Carson City, Nevada. And, um, the reason
15 we're, uh, here today in this action is, um --
16 which was -- which was documented in the, uh,
17 exhibits that I have, uh, presented.

18 Um, is that -- um, brief history of the
19 transfer of title of this property, uh, started,
20 um, for residential purposes with, uh, Mr. Childers
21 and the Childers Trust that, um, conveyed the
22 property to a Miss, uh, Cavendish in 2001.

23 And about the same time that he conveyed this,
24 uh -- uh, property to Ms. Cavendish he made an
25 attempt to convert a mobile home that's on the

1 property, uh, which is still on the property, um,
2 to real property. Um, unfortunately he did not
3 complete that process, um, and so the mobile home,
4 uh, remained and remains to this day personal
5 property.

6 Um, it was being taxed and, uh, by the Carson
7 City assessor as personal property and personal
8 property taxes have been paid on it over the years.
9 And the division of manufactured housing shows the
10 mobile home is still, uh, under their jurisdiction.
11 Uh, and in fact it remains titled, and I looked it
12 up yesterday, in the name of Mr. Childers. So the
13 title has never been transferred out of his name.

14 Um, after, uh, Ms. Cavendish, uh, obtaining
15 the, uh, title to the -- to the real property, two
16 years later, she sold it to Karen Lynn Clark, um,
17 and Karen Lynn Clark and Mr., uh, Cornwell were
18 together for [inaudible] for a number of years.
19 Karen Lynn Clark is the only one, uh, on the title
20 at that time. And she borrowed money from my
21 client's predecessor in interest of George Sochy,
22 uh, and that loan is reflected by a promissory
23 note, um, and a deed of trust that describes the
24 parcel of real property.

25 There's no mention in the deed of trust or in

1 the promissory note for that matter of the mobile
2 home, and that's probably because the parties at
3 the time assumed that it had been converted to real
4 property when in fact it hadn't. That's my
5 supposition [inaudible]. Um, because even many
6 years later when Mr. Sochy sold this -- his
7 interest in this promissory note to my client, Mr.
8 Schultz, uh, he was still under the impression that
9 the mobile home had -- had been converted.

10 And it was in that process that the title
11 company informed them that no. It had never been
12 converted, it remained personal property. And on
13 any of the deed transfers you see there's no
14 mention of a mobile home at all in any of those
15 deeds. Um, time went by, um, Ms. Clark, uh, from
16 time to time ran into some trouble making her
17 payments to Mr. Sochy. He modified the note, um,
18 uh, three occasions, uh, there's good documentation
19 of two of them.

20 And, uh, the last one was in May of, uh, 2010
21 when he modified the note -- her note again by
22 bringing her current, uh, and redid the
23 amortization schedule which shows what the
24 principal balance was at that last modification
25 with those 37,000 in change. Um, and she majorly

1 defaulted after that and, um, my client, or Mr.
2 Sochy maintains and informed Mr. Schultz at the
3 time he purchased the note in 2018 that no payments
4 had been made by Ms. Clark since, uh, 2010.

5 And that is where the principal balance comes
6 from that was, uh, used in the noticing, uh, for
7 the foreclosure sale. Um, so again, uh, it comes to
8 light in 2018 that this mobile home was never
9 properly converted, uh, has always remained
10 personal property and personal property taxes have
11 been billed and paid separately anyway for that
12 entire time period. And so that was what happened
13 with that.

14 So, uh, in 2017, I guess according to Mr.
15 Cornwell, he and Ms. Clark separated and she moved
16 out of state and he stayed on the property. And,
17 um, he says that he talked to Mr. Sochy about
18 paying off the note or bringing a [inaudible] and,
19 uh, Mr. Sochy says he told him how much was owed
20 and nothing more was done about that at that point
21 in time. Mr. Sochy then sold the note in March,
22 2018.

23 My client, um, informed him that the note was
24 in fault. And the circumstances of that was Mr.
25 Sochy is an elderly gentleman, he's in his 90s, and

1 he moved up Idaho. He used to live around here as a
2 real estate agent and so on and so forth, but he
3 was getting rid of various assets and Mr. Schultz
4 bought this one. So Mr. Schultz then, uh, contacted
5 Mr. Cornwell and said he had acquired the note and,
6 you know, either, uh -- he offered him the option
7 of -- of simply leasing the property or renting the
8 property.

9 Um, Mr. Cornwell, uh, took the position that
10 he owned the property and, um, didn't want to
11 convert that to a rental so Mr. Schultz proceeded
12 with the foreclosure.

13 So, uh, the two issues in this case, um, and,
14 uh, the underlying issue on the case and the main
15 issue in the case is whether the foreclosure sale
16 that took place on August 23rd, 2018 was a valid
17 foreclosure sale.

18 Because that is where my client who was the
19 successful bidder at that foreclosure sale, um,
20 received his trustees deed and -- and thus became
21 of title on the property.

22 And it's quite clear from the documentation,
23 uh, that Allied Trustee Services, um, proceeded
24 with that they were only foreclosing the parcel of
25 real property that had nothing to do with a mobile

1 home. And they made that quite clear. Um, so Mr.
2 Schultz acquired a property at the foreclosure
3 sale.

4 Mr. Cornwell has resisted or argued that the
5 foreclosure sale was invalid. And that's why we're
6 here today, is to determine whether that
7 foreclosure sale was valid or not.

8 Now, um, what the, I believe the testimony and
9 the documents will be interested in having it show
10 is that the, uh, Allied, um, uh, Trustee Services,
11 the company that Mr. Schultz hired to do the
12 foreclosure, um, took the possession, um, that the
13 provisions of interest 107.080 with regard to
14 notice of default and election sell needed to be in
15 there, uh, was all that needed to be in the notice
16 of default and election to sell, because this was
17 not owner -- this -- this trustee was not related
18 to owner occupied housing.

19 And they took that position, uh, because the
20 mobile home was personal property not real
21 property, it was not being foreclosed. So they
22 considered this simply a -- a financing of the
23 purchase of the land and therefore it then
24 qualified for the additional notices that would
25 normally go to, um, a homeowner that are going

1 against a, uh, a permanent residence on a parcel of
2 land, um, and the mediation opportunities and all
3 the rest of that stuff.

4 Um, the other, uh, issue with regard to, you
5 know, what sort of notice needed to be given is the
6 promissory note that Ms. Clark sign in favor of Mr.
7 Sochy I was never, uh, actually assumed by Mr.
8 Cornwell. He is not allowed to go under that
9 promissory note. Um, and nothing has been produced,
10 uh, in discovery that would suggest otherwise.

11 So, uh, it's very doubtful that Mr. Cornwell
12 would be allowed, you know, to enter the mediation,
13 foreclosure mediation program based on that fact
14 because even if you were dealing with an insti- --
15 institutional lender like a bank or something, um,
16 the person, uh, CG mediation is not even, uh,
17 liable under the note. Uh, it's very doubtful that,
18 uh, mediation would be fruitful in that
19 circumstance.

20 Um, the other -- uh, so that's ultimately
21 going to be an initial law for, uh, for the court
22 to resolve is under the factual circumstances what
23 sort of notice was required by law to be given to
24 Mr. Cornwell. And Mr. Cornwell candidly
25 acknowledges even if he's successful today, um, Mr.

1 Schultz is just going to turn around and do this
2 again with whatever additional things he needs to
3 do. So, uh, he's well aware of that.

4 Um, and the other issue that, uh, factual
5 issue, I guess, uh, that I guess Mr. Cornwell is
6 raising is the amount that is in default. And the,
7 as I indicated earlier, the amount that, uh, was in
8 default at the time of the foreclosure sale, at
9 least [inaudible], uh, Trustee Services was \$37,222
10 whatever it was, uh, plus interest, plus, uh, some
11 additional fees and it amounts to about \$79,000
12 altogether.

13 Um, the promissory note that Ms., uh, Clark
14 signed specifically says that if she sells the
15 property or transfers the property the note is all
16 due and payable at that point in time, as many
17 notes do say that.

18 So Ms. Clark transferred this property to Mr.
19 Cornwell in 2017. So even if you say that the
20 note's not all due in payable because it's a
21 default, which is also an option of the note
22 holders to declare the entire principal balance due
23 if there's a default in -- in the payments.

24 Uh, clearly there's the right, in fact it's --
25 uh, there's no option to call the note all due and

1 payable upon a transfer of the property. So, um,
2 uh, the Allied trustee put in their notices that
3 the principal balance due at the time of the
4 foreclosure was 37,000 and change, the specific
5 amounts will be provided, and plus accrued interest
6 and fees.

7 And they had that information, what the
8 accrued interest and fees were, and, uh, apparently
9 provided that to Mr. Cornwell at some point during
10 the foreclosure process.

11 So, uh, we maintain, Your Honor, that the
12 foreclosure sale, uh, provided the appropriate
13 notices and followed the appropriate procedures
14 under, uh, interest 107.080, um, and that the
15 additional notices that would normally gone -- go
16 to a residential homeowner, uh, under 107.0805, 10-
17 --107.086 and 087, uh, 107.0865 were not required
18 in this instance.

19 And that indeed is what Allied Trustee
20 Services, uh, determined, and in fact notified Mr.
21 Cornwell of that. So, uh, with that, Your Honor, I
22 would, uh, like to just -- I had talked to Mr.
23 Cornwell about maybe admitting some of these
24 exhibits in advance rather than having to go
25 through the [inaudible], and I don't think you had

1 any objection to anything except Mr. Sochy's
2 affidavit. Is that correct?

3 MR. CORNWELL: Yeah. I don't think so.

4 MR. BARTLETT: Okay. So, um, so you received
5 these exhibits beforehand, Mr. Cornwell?

6 MR. CORNWELL: I received them on Sunday.

7 MR. BARTLETT: Okay.

8 MR. CORNWELL: Three days ago.

9 MR. BARTLETT: And you say you don't have any
10 objection to anything other than Mr. Sochy's
11 affidavit which is 20 -- Exhibit 25?

12 MR. CORNWELL: Well, I mean, I have to -- I
13 don't have any legal representation, judge. I did
14 yesterday and she could probably answer those
15 questions a lot better than I can, but I -- I'm not
16 saying -- I'm not going to say that I could dispute
17 anything that he's got on here for exhibits. I have
18 them all in front of me here, except for the last
19 one. I don't know what number that was.

20 MR. BARTLETT: 25.

21 MR. CORNWELL: 25? Yeah. I thought it was 27.
22 So, um, most like -- I mean, I object to some of
23 the things he was saying. Yes.

24 THE COURT: Okay. But I'm not clear on your
25 answer. I think Mr. Bartlett is thinking that you

1 don't have an objection to exhibits one through 24.
2 If you don't I'm going to admit those.

3 MR. CORNWELL: Well, judge, I really I -- I
4 neglect to want to say anything because I don't
5 have legal representation. I'm not sure if there's
6 anything in here that I should object to.

7 THE COURT: Okay. So you don't agree that they
8 be admitted.

9 MR. CORNWELL: Well, I should go through all
10 this stuff again. I mean, there are some of this --
11 the -- the wording is -- is stuff that I don't
12 understand, judge. I -- I'm just trying to be
13 honest. All I can go -- I can't go leave by
14 legally, I can just go by what's right and wrong.

15 THE COURT: So what I -- what I think I'm
16 hearing is you do not want to agree to me admitting
17 those at this point.

18 MR. CORNWELL: Not without --

19 THE COURT: One through 24.

20 MR. CORNWELL: Not without somebody that's --
21 that's got more legal savvy than I do looking over
22 them.

23 THE COURT: Okay. It sounds like there is not
24 an agreement to admit one through 24.

25 MR. BARTLETT: Okay. Um, then, um, uh, I

1 would, uh, offer certain exhibits that I believe
2 he's already admitted to in various, um, either in
3 his counterclaim or an anc- --ancillary complaint.
4 Um, and those would be --

5 THE COURT: Be- --before you do that.

6 MR. BARTLETT: Yeah.

7 THE COURT: Mr. Cornwell, Mr. Bartlett has
8 kind of outlined for me what he thinks this case is
9 about. That's not evidence. His statement is not
10 evidence. Uh, if you want you have an opportunity
11 to tell me what you think the evidence is going to
12 show and why, uh, Mr. Schultz should not prevail in
13 this lawsuit. You don't have to do that, but you
14 have an opportunity to do that.

15 MR. CORNWELL: All right. Your Honor. Well, my
16 take on the whole situation is A), first of all, I
17 bought that property or Karen Lynn Clark bought the
18 property as a real property. And it's been stated
19 as real property in most of the memos or whatever I
20 got from -- from, uh, Neil. It's always been
21 assumed to be real property [inaudible]. She went
22 to the county's assessor's office and looked it up,
23 it was called real property.

24 It was always real property. It's on the si- -
25 -six eight-point foundation, wherever it's supposed

1 to be. I'm not sure. And so for -- for Neil to
2 separate the property and the house, I -- I don't
3 know how John has come up with that but it was
4 bought as real property, has always been real
5 property and should not be separated from it. It's
6 on a foundation, it can't be moved. It's hooked up
7 to power and water. Yeah.

8 I guess Neil bought that note from George like
9 a week after I told George that I would pay him
10 off. I -- I got a settlement and my agreement with
11 George and I had an extensive conversation with him
12 and I kept in touch with him the whole time.

13 But I was getting a settlement and I told them
14 we made an agreement that I wouldn't pay -- make
15 any payments and I wouldn't be fined any- --
16 anything for late payments and when I got my
17 settlement I would just pay him off for the house.

18 When I got the settlement I called him up and
19 told him, and he said, okay. Two weeks later when I
20 received the check and went to pay him, he then
21 informed me that he had sold the -- the note to
22 Neil.

23 Uh, when Neil came to me he wanted \$80,000.
24 And -- and, uh my take is I only owed like less
25 than 20,000. I think it was like \$14,000 on the

1 note. Now Neil said he would work with me and he
2 wanted \$1,000 a month, which I couldn't afford or
3 wouldn't pay.

4 And I don't even know what that was towards. I
5 don't know if that was \$1,000 a month to pay off
6 \$80,000 or if it was -- a- --all I owe is what the
7 note is worth, not what the property is. And might
8 -- it might take eve -- whatever -- what's right is
9 that I should be given the opportunity to pay it
10 off to Neil with the proper amount.

11 I mean, I'm supposed to -- it says in here, I
12 could read it, um, you know, on -- on the fore --
13 the foreclosure, he -- he violated the terms of
14 foreclosure. And it said, and this is from, uh,
15 Nevada Legal Services, it says you have received a
16 notice of default. If there was a default it was
17 statutorily insufficient.

18 And that's what I'm going on. Fatally flawed
19 is another word to use. I need, number one, the
20 amount of payment required to make good the
21 deficiency in performance or payment. I haven't
22 seen that. Matter of fact there's, uh, one through
23 five, six here, and, uh, one through five hasn't
24 been satisfied. That's one on foreclosure. Not
25 [inaudible].

1 THE COURT: I'm not -- I'm not sure what
2 you're looking at.

3 MR. CORNWELL: Uh, this is, uh, this is a
4 letter I got from Nevada Legal Services and it's
5 also stated in the letter that I sent to, uh, yiel-
6 -- Neil's Foreclosure Company, if I'm not mistaken
7 there.

8 THE COURT: Okay.

9 MR. CORNWELL: So then Neil sold the -- his
10 foreclosure company sold the -- the house on the
11 [inaudible] steps not the house against the
12 property, and Neil bought it. That isn't right
13 either. But getting back to what this is all about,
14 this is the foreclosure, I wasn't provided proper
15 documentation so that I could satisfy whatever
16 needed to be done to keep my property in my house.

17 THE COURT: Okay. Thank you. Mr. Bartlett.

18 MR. BARTLETT: Thank you, your honor. Um, as I
19 was saying, there are, uh, a number of documents on
20 my, uh, list that, um, were attached to the
21 counterclaim by, uh, Mr. Cornwell, um, as well as,
22 uh, o- --one document. Well, um, I don't think
23 that's in the record. It was admitted in the
24 answers so I don't -- I'm not including that.

25 Um, so there's a number of documents anyway

1 that are attached to the counterclaim that, uh, I
2 would offer into evidence at this point just to
3 save time. And those would be, um, exhibits, uh,
4 three and seven in the counterclaim, which is the
5 grant bargain and sale deed from Ms. Cavender to
6 Karen Lynn Clark dated, uh, May 7, 2003.

7 THE COURT: Which exhibit number is -- is
8 yours? Is that number three?

9 MR. BARTLETT: Uh, yes. I was going to say
10 that's Exhibit 3 of my index of exhibits. THE
11 COURT: Okay. Uh, promissory note executed by Karen
12 Lynn Clark [inaudible] George Sochy, um, and that's
13 Exhibit 4. And then there's the deed of trust
14 executed May 2nd by Karen Lynn Clark. Um, securing
15 that note which is Exhibit 5. We don't have those
16 backwards. Yeah, notes for the deed of trust is
17 five.

18 And there's the affidavit of, uh, Clarence
19 Childers, uh, regarding the conversion of the
20 mobile on the real property, which is Exhibit 2.
21 Uh, there's a modification of the, uh, promissory
22 note, um, executed by Karen Lynn Clark dated
23 December 22nd, 2009. That's Exhibit 8 in my index.
24 There's a notice of default and election to sell
25 dated April 17, 2018, which is Exhibit 15 of my

1 index of exhibits.

2 And the letter dated, uh, April 23rd, 2018
3 from Allied Foreclosure Services to Thomas Cornwell
4 sent with -- sent by certified mail with the notice
5 of default and election to sell, that's Exhibit 14
6 in my index and Exhibit 12 to the counterclaim.
7 There's a letter from Thomas Cornwell to
8 [inaudible] board of Allied Foreclosure Services
9 objecting to the notice of default, uh, which is
10 Exhibit 17 of my index.

11 That was attached to the counterclaim. The
12 letter dated August 9th, 2018 from Geneva Martinkus
13 -- Martinkus to Thomas Cornwell, Geneva's with
14 Allied, um, Foreclosure services, uh, responding to
15 Mr. Cornwell's letter of objection. That's, uh,
16 Exhibit 18 in the index of exhibits, and Exhibit 15
17 to the counterclaim.

18 There's the notice of trustee sale dated July
19 30th, 2018, uh, that -- I believe that's part of
20 Exhibit 15 to the counterclaim and that's Exhibit
21 20 in my index of exhibits. Um - um, there's an,
22 uh, affidavit of authority to exercise power to
23 sell, uh, which is, uh, Exhibit 19, I think, to the
24 counterclaim, and part of Exhibit 15 to my index.
25 Um, let's see.

1 There is a letter or an email, I should say,
2 dated August 21st, 2018 from Geneva Mark --
3 Martinkus to Thomas Cornwell, um, which is Exhibit
4 16 to the counterclaim. I don't think that's in my
5 index of exhibits actually. But it is part of the
6 counterclaim. Um, there's the trustee's deed.

7 Um, I think the document is titled affirmation
8 -- affirmation pursuant to RF11312, et cetera, but
9 that's the trustee's deed dated September 18, 2018,
10 uh, which is Exhibit 17 to the counterclaim and
11 Exhibit 21 in my index.

12 And, uh, let's -- and the only other document
13 that was admitted which I'm not really introducing
14 this into evidence is the assignment of the deed of
15 trust from Mr. Sochy to Mr. Schultz, uh, but that's
16 not going to be documented evidence because he
17 admitted in his counterclaim that the [inaudible]
18 took place. Um, so I would offer those into
19 evidence as basically documents that have been
20 admitted by the defendant. That's [inaudible]
21 copies.

22 THE COURT: Mr. Cornwell, since you attached
23 them to your counterclaim, do you have an objection
24 to those exhibits that he's just listed?

25 MR. CORNWELL: Well, I tried to follow all of

1 that. Judge, I'm just -- I'm admitting, I'm out of
2 guns here, you know? I mean, I'm just, I'm trying
3 to hold onto my property. And like John said, uh,
4 George is -- is he 90 years old? I have -- I've
5 never met him in person. I've just talked to him on
6 the phone.

7 But I know he kept saying that Karen hadn't
8 made any payments since 2010 and I mean, I -- I
9 don't know, do you expect the court to -- does the
10 court believe that -- that we lived there for five
11 years without making a payment and nothing was ever
12 done? No. That's not right. I have -- I -- I put it
13 into evidence our records of what we make payments
14 on, just to -- just the ones we could find. I
15 didn't add anything to it.

16 And it came up to, I believe a sum of \$26,000.
17 Now, I'm not trying to enter it into evidence. You
18 said you wanted the check stubs, I have failed to
19 be able to get them. And I know that I -- I saw
20 something for John saying that I had plenty of time
21 to take care of this. Well, I was locked up for six
22 months. I just got out of jail and I did not have
23 any time to do. I haven't had time.

24 You know, I tried to get a lawyer. I've tried
25 and tried and tried to get counsel and I've tried

1 to get more proof. I have proof that I had money to
2 pay off the house. When G -- when George bought the
3 note, or when, yeah. When -- when Neil bought the
4 note from George I had the money to pay George off,
5 or Neil, but Neil wanted \$80,000.

6 I mean, George only, he wanted 30 and I was
7 just -- was going to dispute that because I -- our
8 records show that I made all the payments. And he's
9 -- I don't know where he's coming off saying that
10 she hadn't made payments for five years, but I
11 think that's just something that he put in his head
12 and just kept -- because he -- he had mentioned it
13 to me two or three times once I got the quick
14 claim. Then I dealt with him personally. And I knew
15 for a fact that she'd been making payments.

16 THE COURT: Why do you not have documentation
17 of that?

18 MR. CORNWELL: Excuse me.

19 THE COURT: You said that you were locked up
20 for six months.

21 MR. CORNWELL: Yes.

22 THE COURT: But you filed your answer in March
23 of 2019, which is 17 months. So subtracting the six
24 months that you were confined, you had another 11
25 months to get the records.

1 MR. CORNWELL: The records were only disputed
2 in the last six months, eight months or whatever. I
3 -- I -- I had my records. I submitted them. You
4 said you wanted the -- the check stubs, which don't
5 -- they don't come to you anymore. Like that's not
6 -- it's not like that. And since Karen is out of
7 state --

8 THE COURT: If your -- if your account is
9 still open they may be online. So you can get the
10 records from the bank. Did you try to do that?

11 MR. CORNWELL: Yes we did.

12 THE COURT: Why didn't you get them?

13 MR. CORNWELL: She -- well, it's not me. I
14 can't do it. But she said that they want her to --
15 to come down here in person to the bank because she
16 doesn't have a bank account with them anymore, and
17 she's not able to do that.

18 THE COURT: Why?

19 MR. CORNWELL: Why isn't she able to? Because
20 she's living out of state. She doesn't have money,
21 she's got -- she takes care of her mom and
22 whatever. I mean, it's just something that's out of
23 my ends, is what I'm saying.

24 THE COURT: Was she here yesterday?

25 MR. CORNWELL: No. No. No. That was my

1 representation.

2 THE COURT: Who is that?

3 MR. CORNWELL: Uh, Linda Breckenridge. She's -
4 - she's the one that wrote up all this paperwork
5 that I have. I mean, she's -- she's not a lawyer
6 but she helps me out. I do have borderline
7 Alzheimer's or dementia or whatever and sometimes
8 like I -- I get lost in my thoughts or whatever. So
9 she was there to help me out.

10 THE COURT: All right. Let's go back to Mr.
11 Bartlett's suggestion that because you attached
12 certain documents to your counterclaim, why would
13 you have an objection to admitting those?

14 MR. CORNWELL: Uh, I don't understand what
15 you're asking me.

16 THE COURT: He wants me to admit the list of
17 documents that he went through.

18 MR. CORNWELL: Just now that I circled here?

19 THE COURT: Yes. And he said --

20 MR. CORNWELL: Why don't I -- why don't I --

21 THE COURT: He said those are attached to your
22 counterclaim. So you submitted those to the court.

23 MR. CORNWELL: Well, then that's probably
24 fine.

25 THE COURT: You don't have an objection to my

1 admitting those?

2 MR. CORNWELL: I mean, the only reason I
3 hesitate to say anything, judge, is because I'm not
4 -- I don't have legal counsel. I don't really know
5 if I should or not. I mean, I'm -- most likely all
6 this stuff if I submitted it then it's - it's
7 probably true. But there's some stuff in here that
8 I can see. I mean, when he's disputing the fact
9 that this is real property, that right there is a
10 big issue with me.

11 THE COURT: Let's -- let's go through the
12 list. And the first one [inaudible] Mr. Bartlett
13 has in his exhibit book is number two.

14 MR. CORNWELL: Number two, yes.

15 THE COURT: That's the affidavit conversion of
16 the manufactured home, mobile home, to real
17 property.

18 MR. CORNWELL: Okay.

19 THE COURT: And he says, I didn't find it as I
20 was looking there quickly, but you had submitted
21 that with your counterclaim. Do you have -- do you
22 think there's something about this that isn't
23 right?

24 MR. CORNWELL: Well, i- --if he's saying that
25 it's not real property, yes I do. Because I bought

1 it, it was --

2 THE COURT: Take -- take note, not -- not the
3 fact of it, but that this document is not accurate.
4 That this has been falsified somehow, it's not
5 complete.

6 MR. CORNWELL: Most likely not judge, but I
7 just -- I'd like to see it first and I --

8 THE COURT: So if you look under his exhibit -
9 -

10 MR. CORNWELL: Exhibit 2, I got it right here.

11 THE COURT: -- number two. That's it.

12 MR. CORNWELL: Yeah. And what are you saying
13 about this, John?

14 THE COURT: He's just saying that --

15 MR. BARTLETT: I'm just asking to admit it
16 into evidence.

17 THE COURT: He's saying it's an accurate
18 document that was recorded with the Carson City
19 recorder's office on October 24th, 2001.

20 MR. BARTLETT: And I do have a certified copy
21 of it, your honor. [Inaudible].

22 THE COURT: Let's go ahead and have that
23 marked as Exhibit 2a.

24 MR. BARTLETT: Okay.

25 CLERK: 2a.

1 THE COURT: 2a.

2 MR. CORNWELL: [Inaudible]. That cut off a
3 little bit [inaudible].

4 CLERK: Uh, it was [inaudible].

5 THE COURT: All right, thank you. Mr.
6 Cornwell, do you want to see the certified copy of
7 that document?

8 MR. CORNWELL: I'm sure it's the same as what
9 I have here in front of me.

10 THE COURT: All right, so --

11 MR. CORNWELL: I just don't know what I'm
12 really looking at here or why I'm looking at it.

13 THE COURT: If you have an objection, I need
14 for you to tell me what your objection is now.

15 MR. BARTLETT: [Inaudible].

16 MR. CORNWELL: It's this one?

17 MR. BARTLETT: [Inaudible].

18 MR. CORNWELL: What's this [inaudible]?

19 MR. BARTLETT: That's a different thing.

20 MR. CORNWELL: And this is just the conversion
21 of manufactured home to a real property. And you're
22 saying this is -- this is not correct?

23 MR. BARTLETT: I'm not saying [inaudible].

24 MR. CORNWELL: Well, I won't object to it
25 then, judge.

1 THE COURT: Exhibit 2A is admitted. The next
2 one is what Mr. Bartlett has marked as Exhibit 3.
3 That's the grant bargain sale deed from Cavender to
4 Clark back. [Inaudible] on May, 6, 2003.

5 MR. CORNWELL: I won't object to that.

6 THE COURT: Exhibit 3 is admitted. The next
7 one is Exhibit 4. That is the note secured by deed
8 of trust. This is the Clark note for the sale back
9 in May of 2003. Do you have an objection to that
10 one?

11 MR. CORNWELL: Judge, I'm -- I'm just
12 overwhelmed by all this. I'm not even really sure
13 what I'm reading here. I mean, I just -- I would
14 like to have counsel. I'd like to have some --

15 THE COURT: You had -- you had a year and a
16 half to get counsel.

17 MR. CORNWELL: I had counsel here yesterday.

18 THE COURT: Why didn't -- you told me
19 Breckenridge is not an attorney.

20 MR. CORNWELL: She's not an attorney but she
21 helped me out. She's -- she's the only one I have.

22 THE COURT: That's -- that's not legal
23 representation. She would not be allowed to
24 represent you. She's not a licensed attorney.

25 MR. CORNWELL: She's a power of attorney for

1 me.

2 THE COURT: If she's a power of attorney,
3 that's not an attorney at law. She cannot represent
4 you as an attorney.

5 MR. CORNWELL: Well, she could advise me.

6 THE COURT: I don't want to argue with you. My
7 question is, if you have an objection to number
8 four I want you to tell me what the objection is so
9 that I can rule on it.

10 MR. CORNWELL: I got you. Okay. I'll -- I'll --
11 -- that's Exhib- --Exhibit 4?

12 THE COURT: 4.

13 MR. CORNWELL: Okay.

14 THE COURT: No objection?

15 MR. CORNWELL: No objection.

16 THE COURT: 4 is admitted. The next one is
17 Exhibit 5. That's the deed of trust with the
18 assignment of rent between Karen Clerk and George
19 [inaudible].

20 MR. CORNWELL: It's just sitting right here.
21 That's it? It was not the same. Yeah. That's
22 Exhibit 5 [inaudible].

23 MR. BARTLETT: That's the second page
24 [inaudible].

25 MR. CORNWELL: Right here.

1 MR. BARTLETT: Yeah. That's it.

2 MR. CORNWELL: Okay. Okay. I'll accept that.

3 THE COURT: Exhibit 5 is admitted. The next
4 one is Exhibit 8. That is the note modification
5 signed by Karen Clark on 12/22/09 between Karen and
6 Sochy.

7 MR. CORNWELL: I'm sorry, what number was
8 that?

9 THE COURT: Sorry?

10 MR. CORNWELL: [Inaudible] 8?

11 THE COURT: Yeah. Do you have an objection to
12 that one?

13 MR. CORNWELL: No. I don't.

14 THE COURT: Exhibit 8 is admitted. The next
15 one I believe is Exhibit 14, that is the Allied
16 Foreclosure Services letter to you back on April
17 23, 2018.

18 MR. CORNWELL: All right. You said 14?

19 THE COURT: Yes.

20 MR. CORNWELL: Yeah. I object to this.

21 THE COURT: Okay. What's the objection?

22 MR. CORNWELL: My obje- -- well, um, as
23 foreclosure this doesn't meet the -- the
24 requirements of foreclosure and all it has is a
25 phone number and that phone number isn't -- is not

1 -- it -- it specifically States in Nevada statutes,
2 I don't know which one, that, uh, it has to be an
3 itemized list of my deficiencies and payment and
4 what I need to [inaudible]. And that's not --
5 that's not covered here in this foreclosure.

6 THE COURT: Does it appear to be a, uh, an
7 accurate copy of the letter that was sent to you
8 from Allied Foreclosure?

9 MR. CORNWELL: Yes. Uh, it's an accurate copy
10 of a letter that was sent to me?

11 THE COURT: The objection is overruled. 14 is
12 admitted. The next one is Exhibit 15, that is the
13 notice of default and election to sell.

14 MR. CORNWELL: Judge, I don't even know what
15 I'm looking at here.

16 THE COURT: Okay. I need you to either state
17 an objection. Uh, if you do I will rule on the
18 objection. If you don't make an objection I'm going
19 to admit the exhibit.

20 MR. CORNWELL: [Inaudible]. All right judge, I
21 don't know what you want me to say. I don't -- I
22 don't agree with it. I think this is -- this is all
23 clouding the issue.

24 THE COURT: The objection is overruled.
25 Exhibit 15 is admitted. The next one is Exhibit 17.

1 MR. CORNWELL: 17?

2 THE COURT: Yes. This appears to be a letter
3 that you sent to Allied Foreclosure. Do you have an
4 objection to that exhibit?

5 MR. CORNWELL: If I sent it to them, no I
6 don't.

7 THE COURT: Exhibit 17 is admitted. The next
8 one is Exhibit 18, that is an August 9, 2018 letter
9 from Allied Foreclosure to you.

10 MR. CORNWELL: [Inaudible].

11 THE COURT: We're on 18. Is that right?

12 MR. BARTLETT: 18 judge.

13 MR. CORNWELL: Yeah.

14 THE COURT: All right.

15 MR. CORNWELL: Well, I object to. It's, uh,
16 it's stating that this is not -- not real property.
17 The house is purchased as real property and was
18 listed as real property and taxes were paid on it
19 as real property up until Neil took over.

20 THE COURT: This would appear to be a -- a
21 fair and accurate copy of the letter that Allied
22 sent you?

23 MR. CORNWELL: Yes. It is.

24 THE COURT: The objection is overruled.
25 Exhibit 18 is admitted. And I think the last one,

1 I'll double check with you in a moment Mr.
2 Bartlett, is Exhibit 21. This is the --
3 MR. BARTLETT: Um, yes.
4 THE COURT: -- the recorder's declaration of
5 value or the declaration that you filed with the
6 recorder.
7 MR. BARTLETT: Um, actually, I think, um, I
8 think the next one, your honor was, um, Exhibit 20
9 of the notice of trustee sale.
10 THE COURT: We'll come back to that one. Let's
11 go ahead and do 20. 21, excuse me.
12 MR. BARTLETT: 21.
13 THE COURT: 21 for now.
14 MR. BARTLETT: 21 is the trustees deed.
15 THE COURT: Correct.
16 MR. CORNWELL: Declaration of value, that's
17 not it.
18 THE COURT: That's a part of it.
19 MR. BARTLETT: First page.
20 THE COURT: And then the second page is the
21 trustee's deed. The second, third and fourth pages,
22 and the fifth and sixth pages.
23 MR. CORNWELL: Okay.
24 MR. BARTLETT: I have a certified copy of the
25 trustee's [inaudible].

1 THE COURT: Let's go ahead and have that
2 marked as well. Did you give Mr. Cornwell a copy of
3 the certified copies?
4 MR. BARTLETT: Uh, I haven't made a copy of --
5 of the certified one.
6 CLERK: 21a, sir?
7 THE COURT: This'll be 21A. We're going to
8 make two copies so that you'll have one for your
9 file, Mr. Bartlett, and Mr. Cornwell will have one.
10 MR. CORNWELL: I don't [inaudible].
11 THE COURT: Any objection to 21A, trustee's
12 deed? The certified copy of the trustee's deed.
13 MR. CORNWELL: It seems to be all here.
14 THE COURT: So no objection.
15 MR. CORNWELL: I don't know, judge. I object
16 on principle only, but --
17 THE COURT: The objection is overruled. 21A is
18 admitted. Let's go back to 20, which is -- MR.
19 CORNWELL: That was 21.
20 THE COURT: -- the notice of the trustee's
21 sale on official property.
22 MR. CORNWELL: We're back to 21?
23 MR. BARTLETT: 20.
24 THE COURT: 20.
25 MR. CORNWELL: That was 21?

1 THE COURT: Mm-hmm.

2 MR. CORNWELL: [Inaudible]. I'm assuming
3 [inaudible] objecting. Okay judge, what else do we
4 got?

5 THE COURT: Do you have an objection to 20?

6 MR. CORNWELL: No.

7 THE COURT: 20 is admitted.

8 MR. BARTLETT: I didn't make a certified copy
9 of that too.

10 THE COURT: All right. Let's go ahead and have
11 that marked. We're going to mark that, excuse me,
12 as 20A. And 20A is admitted. Did I miss anything on
13 your list, Mr. Bartlett?

14 MR. BARTLETT: Oh, let's see. Uh, no. That's
15 it.

16 THE COURT: Do you have other evidence you
17 want to present, Mr. Bartlett?

18 MR. BARTLETT: Uh, yes. I do. Um, Exhibit 19,
19 which is the manufactured home title information on
20 the mobile home that's sitting on this property.

21 THE COURT: Let's just go one at a time. So
22 Exhibit 19, manufactured home titled information.

23 MR. BARTLETT: And I believe that would
24 constitute an official document.

25 THE COURT: You believe what?

1 MR. BARTLETT: It constitutes an official
2 document on the [inaudible]. Probably comes in
3 under the, uh, reception of [inaudible].

4 THE COURT: Any objection to Exhibit 19, Mr.
5 Cornwell?

6 MR. CORNWELL: Nope.

7 THE COURT: 19 is admitted. Mr. Bartlett?

8 MR. BARTLETT: Um -- um, let's see. Um, your
9 honor, um, Exhibit 23 is Mr. Cornwell's response to
10 my request for production of documents which he had
11 signed. I'd like that admitted.

12 THE COURT: Exhibit 23 is your responses to
13 Mr. Bartlett's requests for production of
14 documents. Any objection to that?

15 MR. CORNWELL: Okay. I'm afraid I don't have
16 that one, judge. No one submitted it.

17 THE COURT: The first page is --

18 MR. CORNWELL: Uh, I-- I'm sorry. I --

19 MR. BARTLETT: He's got it.

20 MR. CORNWELL: I have it.

21 THE COURT: Okay.

22 MR. CORNWELL: No. I -- that's all right.

23 THE COURT: 23 is admitted. Mr. Bartlett?

24 MR. BARTLETT: Um, I have a certified copy of
25 Exhibit 1 here, which is the, uh, grant bargain

1 sale deed from, uh, Childers Family Trust to
2 Marilyn Cavender. Just --

3 THE COURT: Let's go ahead and have that
4 marked. Do you have other certified copies you're
5 going to want to --

6 MR. BARTLETT: That's the last one.

7 THE COURT: Go ahead and mark that as Exhibit
8 1A. That's the grant bargain and sale deed from
9 October, 2001, Childers to Cavender. Any objection
10 to that one?

11 MR. CORNWELL: No.

12 THE COURT: Exhibit 1A is admitted. Mr.
13 Bartlett?

14 MR. BARTLETT: Okay. And the last one at least
15 for now would be Exhibit 11, which is the February
16 9th, 2017 quick claim deed from Ms. Clark to Mr.
17 Cornwell.

18 THE COURT: Exhibit 11, quick claim deed,
19 February 9th, 2017, Clark to Cornwell.

20 MR. CORNWELL: No objection, your honor.

21 THE COURT: Exhibit 11 is admitted. Do you
22 have any other evidence, Mr. Bartlett?

23 MR. BARTLETT: Um, I have other evidence, but,
24 uh -- uh, that's all I'm going to offer at this
25 point in time.

1 THE COURT: So are you resting your case-in-
2 chief?
3 MR. BARTLETT: No.
4 THE COURT: Okay. What evidence do you have
5 for your case-in-chief?
6 MR. BARTLETT: Um, I'm going to start with,
7 uh, my client.
8 THE COURT: All right.
9 MR. BARTLETT: Mr. Schultz.
10 THE COURT: We're going to take a -- a short
11 recess before we start, uh, with Mr. Schultz. We'll
12 come back in at, uh, 10:15 by this clock. It will
13 be in recess until then.
14 [audio break]
15 THE COURT: Please be seated. Back on Schultz
16 versus Cornwall, 18 RP 18. Parties and counsel are
17 present. Mr. Bartlett, do you want to call Mr.
18 Schultz first?
19 MR. BARTLETT: Um, yes. One other thing that
20 occurred to me, um, I did file a motion in
21 [inaudible]. I don't know if -- if you want to
22 address that now or -- or later. Um, now would be
23 as good a time as any. Mr. Cornwell, did you get
24 the --
25 MR. CORNWELL: Yes. I did.

1 THE COURT: -- motion in [inaudible]? I don't
2 think -- did you file an opposition to that motion?
3 MR. CORNWELL: No. I just received it on
4 Sunday.
5 THE COURT: Did you have a chance to review
6 the motion?
7 MR. CORNWELL: Um, yes. I did.
8 THE COURT: What is your position?
9 MR. CORNWELL: My -- I -- I don't have a
10 position on that, your honor.
11 THE COURT: You don't have documentation of
12 the --
13 MR. CORNWELL: I don't. I have no
14 documentation other than what I've already
15 submitted.
16 THE COURT: Okay. So he doesn't have any that
17 he can offer anyway. If he did I would consider
18 that but he doesn't. So anything else?
19 MR. BARTLETT: Uh, no. Not at this time. So
20 yes. I'm, uh, ready to proceed.
21 THE COURT: Mr. Schultz, will you please
22 stand? Face the clerk here and raise your right
23 hand.
24 CLERK: Do you solemnly swear the testimony
25 you're about to give in the matter upheld before

1 this court is the truth, the whole truth, and
2 nothing but the truth, so help you God?

3 MR. SCHULTZ: Yes.

4 THE COURT: I'm going to have you have a seat
5 up here, will you kind of go over with him and make
6 sure he negotiates that lip on the witness stand?
7 Right over here.

8 CLERK: This side. This side, sir.

9 THE COURT: It's going to be on the other side
10 there. Yeah.

11 CLERK: Is the step going to be okay for you?

12 MR. SCHULTZ: Yeah. You bet. Thank you.

13 CLERK: Chair's on wheels.

14 THE COURT: There you go.

15 CLERK: Okay?

16 THE COURT: And have you scoot forward a
17 little bit so that, that microphone is right in
18 front of you.

19 MR. SCHULTZ: Yes.

20 THE COURT: And if you can speak up with a
21 nice loud voice -- voice for us, please. Mr.
22 Bartlett?

23 MR. BARTLETT: Thank you.

24 THE COURT: I need to have -- it seems like
25 attorneys have gotten out of the habit of having

1 the witness spell their last name. I need to have
2 the witness spell their last name.

3 MR. BARTLETT: Very good. Um, Mr. Schultz,
4 could you state your full name and address for the
5 record?

6 MR. SCHULTZ: Yeah. Neil Schultz.

7 MR. BARTLETT: And spell that for me?

8 MR. SCHULTZ: Uh, it's N-e-i-l, initial E, S-
9 c-h-u-l-t-z. I live at 458 Divo [ph] Lane, Zephyr
10 Cove, Nevada.

11 MR. BARTLETT: Thank you. So, Mr. Schultz,
12 could you, um, uh, in the 2018, uh, you -- is it
13 true that you purchased a promissory note? The note
14 that Karen, uh, Clark executed, uh, in favor of,
15 uh, George Sochy? Did you, uh, happen to purchase
16 that in March? Or when was that in 2018?

17 MR. SCHULTZ: That's correct. Yes.

18 MR. BARTLETT: Okay. And, um, how did you come
19 to be aware that this note was for sale?

20 MR. SCHULTZ: Uh, it was pretty common
21 knowledge among the realtors. Uh, he apparently had
22 like six, uh, notes out and he wanted to sell this
23 one. Uh, I contacted him and, uh, we agreed on
24 amount and I paid him.

25 MR. BARTLETT: So, um, when you contacted --

1 did you meet him in person?

2 MR. SCHULTZ: Never did.

3 MR. BARTLETT: Okay. Uh, how did you talk to

4 him?

5 MR. SCHULTZ: The telephone.

6 MR. BARTLETT: Okay. And do you, uh, recall

7 where Mr. Sochy was located when you talked to him?

8 MR. SCHULTZ: Yeah, in Northern Idaho, he told

9 me.

10 MR. BARTLETT: Okay. Is that where he lives?

11 MR. SCHULTZ: Yes.

12 MR. BARTLETT: And, um, how did you happen on

13 this particular note as the one that you wanted to

14 purchase?

15 MR. SCHULTZ: I'm sorry?

16 MR. BARTLETT: How did you choose this

17 particular note as the one you wanted to purchase

18 out of the several he owned --

19 MR. SCHULTZ: Uh, I had other property in the

20 area and, uh, I w- -- it was convenient for me. So

21 that's, uh, uh, why I made the -- the deal with

22 him.

23 MR. BARTLETT: How did you arrive, uh, what

24 did you pay for the note?

25 MR. SCHULTZ: 50,000 cash.

1 MR. BARTLETT: How did you arrive at that
2 purchase price?

3 MR. SCHULTZ: Uh, we negotiated it and that's
4 what he wanted. And that was agreeable to me.

5 MR. BARTLETT: Okay. So, uh, during those
6 negotiations, did you become aware of the
7 circumstances of the note as far as what the
8 principal's owed, uh, any other interest that was
9 owed?

10 MR. SCHULTZ: Yeah, he gave me a breakdown on
11 it. What was due and, uh, plus interest and
12 penalties and, uh, I agreed to it.

13 MR. BARTLETT: Okay. Do you recall, uh, today
14 how much the principal balance was?

15 MR. SCHULTZ: Uh, the, uh, principal with, uh,
16 interest and, uh, and so forth with somewhere
17 around 70 -- 75,000, I believe.

18 MR. BARTLETT: Okay. Um, Your Honor, this is
19 not in my, uh, these two documents are not on my
20 list of, uh, documents that I already presented,
21 but I have, uh, uh, two more documents to show Mr.
22 Schultz considering his purchase of property first.

23 THE COURT: Let's -- let's have them marked
24 first. So these will be exhibits --

25 CLERK: Twenty-six and 27.

1 THE COURT: Twenty-six and 27. [inaudible]
2 Which one's 26?
3 CLERK: Persons sending out title, sale,
4 escrow instructions.
5 THE COURT: Escrow instructions?
6 CLERK: Yes.
7 THE COURT: That's 26?
8 CLERK: Yes.
9 THE COURT: Making this 27. [inaudible] Okay.
10 MR. BARTLETT: Okay. Um, I would like to show,
11 uh, uh, exhibit 26 to the, uh, witness.
12 THE COURT: All right.
13 MR. BARTLETT: Um, Mr. Schultz, did you look
14 at the -- what we marked as exhibit 26? Uh, you
15 seen that document before?
16 MR. SCHULTZ: Yes, I have.
17 MR. BARTLETT: And, uh, describe, uh, the
18 document for the record, please.
19 MR. SCHULTZ: Uh, well, I had the title
20 company, uh, start with the assumption and, uh,
21 they developed the, uh, the agreement and, um, uh,
22 paid them for their efforts and that was it.
23 MR. BARTLETT: Okay. So these are the sale
24 escrow instructions, though, for your purchase of
25 the note?

1 MR. SCHULTZ: Yes.

2 MR. BARTLETT: All right. And First Centennial
3 Title was the title company that handled the
4 escrow?

5 MR. SCHULTZ: Yes.

6 MR. BARTLETT: And, um, did you sign these
7 escrow instructions?

8 MR. SCHULTZ: Yes.

9 MR. BARTLETT: Okay. So I mean, the, uh, the
10 exhibit doesn't show a signature line, but you
11 signed it at some point.

12 MR. SCHULTZ: Yes.

13 MR. BARTLETT: And there's a signature of, uh,
14 George Sochy, do you recognize that signature?

15 MR. SCHULTZ: Yes.

16 MR. BARTLETT: Okay. And, uh, I want to, uh,
17 point you to the, uh, section of the first page of
18 that exhibit that says transfer personal property;
19 you see that?

20 MR. SCHULTZ: Yes.

21 MR. BARTLETT: Okay. And, um, if you could
22 read the, uh, first, uh, sentence of the, um, the -
23 - of the full paragraph -- the last full paragraph
24 on that first page?

25 MR. SCHULTZ: Uh, yeah, the f- -- the first

1 paragraph?

2 MR. BARTLETT: Just starting with parts --

3 MR. SCHULTZ: These escrow instructions?

4 MR. BARTLETT: No.

5 MR. SCHULTZ: I'm --

6 MR. BARTLETT: These -- the parties at the
7 bottom of the page.

8 MR. SCHULTZ: Oh. Well, the parties herein?

9 MR. BARTLETT: Yep.

10 MR. SCHULTZ: Certify the match your home, um,
11 manufactured home described here is not attached to
12 the real property by a, uh, permanent foundation
13 and shall be termed as personal property for the
14 purpose of this escrow.

15 Said personal property located at 2355
16 Columbia Way, Carson City, Nevada. Buyer is aware
17 that escrow holder will not perform any, uh, title
18 search on said personal property and shed- -- shall
19 assist parties in the transfer of the manufactured
20 home title as a accommodation only.

21 Buyer and the seller assume the responsibility
22 for any and all, uh, involved with said transfer,
23 whether said costs are imposed during escrow or
24 after close of escrow.

25 MR. BARTLETT: All right. That's fine. Um, so

1 you were aware of the time you purchased the note,
2 uh, and, uh, took an assignment to the dealer
3 trust, securing that note that the mobile home was
4 not part of the real property?

5 MR. SCHULTZ: Yes.

6 MR. BARTLETT: Okay. Um, so, um, was there a
7 separate agreement -- written agreement, uh,
8 setting forth the purchase price and, uh, or was
9 this pretty much it?

10 MR. SCHULTZ: That's it right here.

11 MR. BARTLETT: Okay. So, um, if you could
12 provide him with the exhibit 27, please.

13 Mr. Schultz, do you recognize what's been
14 marked as exhibit 27?

15 MR. SCHULTZ: Uh, yes. I do.

16 MR. BARTLETT: And what is that document?

17 MR. SCHULTZ: Uh, that's a settlement station,
18 uh, uh, uh, statement I believe, uh, from, uh,
19 myself, uh, regarding the title company's efforts.

20 MR. BARTLETT: Okay. So this is the settlement
21 statement from your purchase of the note?

22 MR. SCHULTZ: Yes.

23 MR. BARTLETT: Okay. And it shows, um, a price
24 for personal that, uh, shows the number of, uh, um,
25 items on here. But purchase of the note, it shows

1 \$49,960; correct?

2 MR. SCHULTZ: Yes.

3 MR. BARTLETT: And it also shows delinquent

4 property taxes of \$2,247.45?

5 MR. SCHULTZ: Right. It was delinquent.

6 MR. BARTLETT: And, uh, personal property

7 taxes, uh, owed of \$73.74.

8 MR. SCHULTZ: Yes.

9 MR. BARTLETT: Is your understanding that the

10 personal property taxes were the taxes on the

11 mobile home?

12 MR. SCHULTZ: Yeah.

13 MR. BARTLETT: And so ultimately you paid

14 \$52,585.19, uh, to acquire this note.

15 MR. SCHULTZ: Yes.

16 MR. BARTLETT: All right. Now, um, and I

17 believe your testimony was that -- that at the time

18 you're negotiating, uh, the purchase of this note,

19 you are informed by Mr. Sochy that, uh, between the

20 principal balance, the interest, and any other

21 penalties and things, uh, approximately 79 -- uh,

22 what did you say? \$70,000 was owed?

23 MR. SCHULTZ: Yes.

24 MR. BARTLETT: Okay. And, uh, did he inform

25 you, uh, whether the note was in good standing or

1 delinquent or what did he -- how did he describe
2 the status of the note?

3 MR. SCHULTZ: Uh, he did tell me it was
4 delinquent that no payments had been made s- -- uh,
5 last payment was 2010.

6 MR. BARTLETT: Okay. Did you go and look at
7 the property before you purchased the note?

8 MR. SCHULTZ: Uh, just from the outside. I
9 never set foot on the property yet.

10 MR. BARTLETT: Okay. So you drove by it?

11 MR. SCHULTZ: Yes.

12 MR. BARTLETT: All right. All right. Uh, Your
13 Honor, I'd offer exhibits 26 and 27 into evidence.

14 THE COURT: Can you hand them to me, please?
15 Mr Cornwell, do you have a copy of these exhibits?

16 MR. CORNWELL: Yes. I do.

17 THE COURT: Twenty-six is the First Centennial
18 sale escrow instructions. Do you have any objection
19 to those -- to that exhibit?

20 MR. CORNWELL: No. I don't.

21 THE COURT: Twenty-six is admitted, 27 is the
22 First Centennial -- closing statement --

23 MR. CORNWELL: Or Your Honor -- excuse me,
24 Your Honor.

25 THE COURT: Right?

1 MR. CORNWELL: Twenty six, I do object to it
2 being not real property.

3 THE COURT: Okay. The objection is overruled.
4 Twenty six is admitted.

5 MR. CORNWELL: Right.

6 THE COURT: And 27 is the First Centennial --
7 27, what did I do with 27? There's 27, is the First
8 Centennial borrower's closing statement. Do you
9 have any objection to that document?

10 MR. CORNWELL: No.

11 THE COURT: Twenty-seven is admitted.

12 MR. BARTLETT: Okay. Um, so Mr. Schultz, when,
13 uh, did you, uh, ever speak with, uh, Mr. Cornwell,
14 um, before you purchased the note?

15 MR. SCHULTZ: Uh, yeah. I had met him prior to
16 that.

17 MR. BARTLETT: You need to back up on it.

18 THE COURT: Yeah.

19 MR. SCHULTZ: Um --

20 THE COURT: There you go. Just -- just -- you
21 don't need to lean into it, probably.

22 MR. SCHULTZ: Yeah.

23 THE COURT: You're -- you're good right there.

24 MR. SCHULTZ: Yes.

25 MR. BARTLETT: Okay. So you did speak to him

1 before you bought the note?

2 MR. SCHULTZ: I'm sorry?

3 MR. BARTLETT: Did you speak to Mr. Cornwell

4 before you purchased the note from Mr. Sochy?

5 MR. SCHULTZ: I believe so.

6 MR. BARTLETT: And do you remember the

7 conversation?

8 MR. SCHULTZ: Uh, not exactly. No, I -- it was

9 very brief.

10 THE COURT: Scoot the mic back just a tad.

11 CLERK: All right. Just scoot back a little

12 bit.

13 MR. SCHULTZ: Oh, okay.

14 CLERK: There you go.

15 MR. SCHULTZ: Yeah.

16 MR. BARTLETT: You're giving me some good

17 feedback here.

18 MR. SCHULTZ: Yeah.

19 MR. BARTLETT: Okay. Uh, how about, uh, after

20 you purchased the note, did you have a conversation

21 with him?

22 MR. SCHULTZ: Uh, yes I did. And, uh --

23 MR. BARTLETT: Okay. What was the conversation

24 about?

25 MR. SCHULTZ: Uh, well, I, uh, had, uh, uh,

1 offered him, uh, a rental agreement, actually, a
2 lease, uh, where he could, uh, remain in the
3 property and just pay rent and utilities. And, uh,
4 he rejected that.

5 MR. BARTLETT: Was that before the foreclosure
6 or after the foreclosure?

7 MR. SCHULTZ: It was after foreclosure.

8 MR. BARTLETT: Okay. Um, so you acquired the
9 note in March of 2018. And what is the next thing
10 you did after you acquired the note with regard to
11 this property?

12 MR. SCHULTZ: Uh, well, once I, uh, it was,
13 uh, delivered to me, uh, I, uh, I told Mr. Cornwell
14 that, uh, you know, we're going to have to make
15 some arrangements and then, uh, you know, the
16 legal, uh, uh, part of it started and, uh, that's
17 where we're at today.

18 MR. BARTLETT: So, um, you decided you needed
19 to pursue a foreclosure of the deed of trust?

20 MR. SCHULTZ: Yes.

21 MR. BARTLETT: And, um, who hired Allied
22 Foreclosure Services?

23 MR. SCHULTZ: I did.

24 MR. BARTLETT: Okay. And, um --

25 MR. SCHULTZ: It was referred -- they were

1 referred to me by the title company.

2 MR. BARTLETT: Okay. And ultimately, uh, you

3 executed an assignment of the deed of trust. So the

4 trustee of your deed of trust was transferred to

5 Allied Title Services.

6 MR. SCHULTZ: Yes.

7 MR. BARTLETT: And, um, did you, um, did you

8 have anything to do with preparing the notice of

9 default and election to sell?

10 MR. SCHULTZ: No.

11 MR. BARTLETT: Um, do you know, uh, did you

12 see that document before it was, um, um, served and

13 posted and published?

14 MR. SCHULTZ: No.

15 MR. BARTLETT: Uh, do you know, um, if Allied

16 Title -- did Allied Title Services ask you how much

17 was owed at that time?

18 MR. SCHULTZ: Uh, no. No.

19 MR. BARTLETT: How do they know how much was

20 owed?

21 MR. SCHULTZ: Well, they worked with the, uh,

22 me sorry, foreclosure company worked with the title

23 company. The title company got their figures from

24 Sochy and that was the, uh, way it went, I believe.

25 MR. BARTLETT: Okay. Um, do you remember

1 seeing any, uh, documentation from Mr. Sochy to the
2 title company with regard to how much was owed?

3 MR. SCHULTZ: Uh, [speaker breaking up] we
4 confirmed which correct. And, uh --

5 MR. BARTLETT: Okay. Let me, uh, show you an
6 exhibit then. This is exhibit 12 in my index. Have
7 you ever seen that document, Mr., uh, Schultz?

8 MR. SCHULTZ: Uh, yes.

9 MR. BARTLETT: Okay. Can you describe it for
10 the court?

11 MR. SCHULTZ: Uh, yeah, that was the basis of
12 the purchase of the note and, uh, Mr. Sochy signed
13 it.

14 MR. BARTLETT: And does that show a breakdown
15 of principal interest and fees?

16 MR. SCHULTZ: That's correct, as noted. Yes.

17 MR. BARTLETT: Okay. And that's directed to
18 the First Centennial title company?

19 MR. SCHULTZ: That's correct.

20 MR. BARTLETT: Okay. But you got -- you got a
21 copy of that?

22 MR. SCHULTZ: Yes.

23 MR. CORNWELL: What exhibit was that?

24 MR. BARTLETT: Twelve. So to your knowledge,
25 is that what the title company relied upon in, uh,

1 performing their foreclosure services?

2 MR. SCHULTZ: Yes.

3 MR. BARTLETT: Okay. I would like to offer
4 that into evidence.

5 THE COURT: Any objections to exhibit 12, Mr.
6 Cornwell?

7 MR. CORNWELL: I'm looking to find it. Where
8 are we at? [inaudible] It's hard to read. It's from
9 George?

10 THE COURT: Mm-hmm.

11 MR. CORNWELL: [inaudible] So I can't object
12 to that. Deny. Hmm. The numbers aren't correct,
13 Your Honor, but I don't object to the document.

14 THE COURT: Exhibit 12 is admitted. Uh, on
15 that -- the, uh, under principal for 29,000, what
16 does that -- is that interest?

17 MR. BARTLETT: Yes.

18 THE COURT: All right. Thank you. Go ahead.

19 MR. BARTLETT: Okay. Um, Mr. Schultz, um, were
20 you aware at the time you purchased the note that
21 there have been, uh, some modifications to the
22 note?

23 MR. SCHULTZ: Uh, yes.

24 MR. BARTLETT: Okay. And how did you become
25 aware of those existence of those modifications?

1 MR. SCHULTZ: Uh, it was disclosed, uh, I
2 believe through the title company.

3 MR. BARTLETT: Okay. Uh, did you ever have a
4 chance to look at those note modifications?

5 MR. SCHULTZ: Uh, no, I didn't.

6 MR. BARTLETT: Okay. So, um, if I showed you
7 one, you couldn't testify as to whether that was
8 inaccurate?

9 MR. SCHULTZ: No.

10 MR. BARTLETT: Okay. Um, were you given copies
11 of the, uh, notice of default and election to sell
12 that were, uh, um, served by, uh, allied
13 foreclosure services?

14 MR. SCHULTZ: Uh, well, no, I've hired them
15 and they took care of the whole matter.

16 MR. BARTLETT: Okay. So you pretty much relied
17 on -- on their expertise to handle the matter?

18 MR. SCHULTZ: Exactly.

19 MR. BARTLETT: Very good. Um, eventually, uh,
20 there was a foreclosure sale; was there not?

21 MR. SCHULTZ: Yes.

22 MR. BARTLETT: Did you attend the foreclosure
23 sale?

24 MR. SCHULTZ: Yes.

25 MR. BARTLETT: And, um, did you bid at the

1 foreclosure sale?

2 MR. SCHULTZ: Uh, yes, it was held right here.

3 Courthouse steps.

4 MR. BARTLETT: And were there any other

5 bidders?

6 MR. SCHULTZ: Yes.

7 MR. BARTLETT: Uh, was, uh, Mr. Cornwell among

8 the bidders?

9 MR. SCHULTZ: No.

10 MR. BARTLETT: And you were the high better?

11 MR. SCHULTZ: Yes.

12 MR. BARTLETT: And do you remember how much

13 you bid?

14 MR. SCHULTZ: I think it was around 77,000.

15 MR. BARTLETT: Okay. And how did you arrive at

16 that bid?

17 MR. SCHULTZ: Uh, that was basically, uh, my

18 cost. And, uh, and the -- the back charges from the

19 note, uh, I was included in that.

20 MR. BARTLETT: Okay. So it was based on the

21 principle balance, the interest that had accrued

22 and other expenses you had accrued?

23 MR. SCHULTZ: Yes.

24 MR. BARTLETT: All right. Now, do you remember

25 how many other bids there were?

1 MR. SCHULTZ: Uh, I think there was two other
2 bidders.

3 MR. BARTLETT: Okay. Did they bid anything
4 close to your bid?

5 MR. SCHULTZ: Half.

6 MR. BARTLETT: Half of your bid?

7 MR. SCHULTZ: Yes. Approximately.

8 MR. BARTLETT: All right. Um, eventually you
9 got a deed -- a trustee's deed to this property;
10 correct?

11 MR. SCHULTZ: Yes.

12 MR. BARTLETT: And that's already been
13 admitted into evidence. Um, after that happened,
14 you -- you testified earlier, you had conversations
15 with Mr. Cornwell about maybe leasing the property
16 to him?

17 MR. SCHULTZ: Correct.

18 MR. BARTLETT: And he decided not to do that.

19 MR. SCHULTZ: Apparently so. Yeah.

20 MR. BARTLETT: Okay. Um, who was paying the
21 utilities on the property after you -- after you
22 received your trustees deed?

23 MR. SCHULTZ: Well, I -- I tried to evict and,
24 uh, I was told by d- -- Judge Taitro [ph] that, uh,
25 I w- -- could not terminate the utilities. And, uh,

1 even though they were in my name and, uh, some of
2 them still are.

3 And, uh, so the power bill was, uh, eventually
4 put in his name, I believe, but in the, uh, there
5 was an occurred bill that was transferred to my
6 home, uh, billing, which I am still responsible
7 for.

8 MR. BARTLETT: Okay.

9 THE COURT: Excuse me just a moment. When you
10 said power bill was put in his name, who?

11 MR. SCHULTZ: Uh, Mr. Cornwell's name I
12 believe.

13 THE COURT: Thank you. Would you -- please.
14 Thank you, go ahead Mr. Bur- -- Bartlett.

15 CLERK: [inaudible]

16 MR. BARTLETT: Um, yeah. Let me see what --
17 well, it was marked in the index.

18 CLERK: Okay.

19 MR. BARTLETT: That's all. Um, so what utility
20 bills are still in your name?

21 MR. SCHULTZ: I'm sorry?

22 MR. BARTLETT: Which utility bills are still
23 in your name?

24 MR. SCHULTZ: Oh, uh, garbage, uh, sewer/water
25 and, uh, of course, taxes.

1 MR. BARTLETT: And are you paying those?

2 MR. SCHULTZ: Uh, yeah, I have been. Yes.

3 MR. BARTLETT: Okay. You were paying the

4 property taxes?

5 MR. SCHULTZ: Uh, yeah, not recently, but I

6 have in the past and --

7 MR. BARTLETT: Who's paying the property taxes

8 for this year, for example?

9 MR. SCHULTZ: The taxes are due now -- he has

10 some taxes.

11 MR. BARTLETT: Okay. And are you getting two

12 separate tax bills?

13 MR. SCHULTZ: I'm sorry?

14 MR. BARTLETT: Are you getting two separate

15 tax bills?

16 MR. SCHULTZ: Oh, no.

17 MR. BARTLETT: For your property and personal

18 [ph] property or what?

19 MR. SCHULTZ: No. No. One -- one tax bill.

20 MR. BARTLETT: Does it have personal property

21 tax on the bill?

22 MR. SCHULTZ: Uh, I believe it does. Yes.

23 MR. BARTLETT: Okay. Um, I think that's all I

24 have for this witness.

25 THE COURT: Mr. Cornwell, do you have any

1 questions --

2 MR. CORNWELL: Yes. I do.

3 MR. BARTLETT: You want to ask Mr. Schultz?

4 MR. CORNWELL: Yes.

5 THE COURT: Go ahead.

6 MR. CORNWELL: So when you purchased the note,
7 you're purchasing the note, not the property;
8 correct?

9 MR. SCHULTZ: Right.

10 MR. CORNWELL: Okay. And you determined that
11 was worth \$50,000?

12 MR. SCHULTZ: Right.

13 MR. CORNWELL: Okay. And if the note was worth
14 \$50,000, how did you expect to make money off of
15 that?

16 MR. SCHULTZ: Uh, well, I would, uh, uh, the
17 amount of the -- the, uh, note was roughly with the
18 -- uh, with back interest and penalties was around
19 70,000. So that was roughly a two -- \$20,000 equity
20 there.

21 MR. CORNWELL: Well, because my agreement with
22 George was \$30,000, and I'm -- I'm not sure where
23 you're getting your penalties from and your --

24 MR. SCHULTZ: Well, apparently that's just
25 hearsay at this point.

1 MR. CORNWELL: Hearsay. Yeah. Well, I'm just a
2 -- I mean, you need to school me on this little
3 bit. I can't understand how you can purchase
4 property or purchase a note -- and I realized that
5 the property is worth 50 grand or more and you can
6 double your money if you sell the property.
7 But as far as the note goes, you only owe me
8 what the note is worth. You understand that?
9 MR. SCHULTZ: Y- -- well, not exactly. I mean,
10 that would be my business and my option. I believe.
11 MR. CORNWELL: Hmm. How many foreclosures have
12 you done in your lifetime, approximately?
13 MR. SCHULTZ: Well, I can't tell you --
14 MR. CORNWELL: Lots.
15 MR. SCHULTZ: Many.
16 MR. CORNWELL: More than 20?
17 MR. SCHULTZ: No.
18 MR. CORNWELL: Okay. You own a foreclosure
19 company?
20 MR. SCHULTZ: Do I own a foreclosure --
21 MR. CORNWELL: Yeah. Or have a vested interest
22 in one?
23 MR. SCHULTZ: No.
24 MR. CORNWELL: No?
25 MR. SCHULTZ: I don't know anything about

1 owning one.

2 MR. CORNWELL: Okay. Here's -- um, well, I
3 think I'm done, Your Honor.

4 THE COURT: All right. Redirect, Mr. Bartlett?

5 MR. BARTLETT: No, Your Honor.

6 THE COURT: Mr. Schultz, you can step down.
7 She's going to give you a hand with that little lip
8 there.

9 MR. SCHULTZ: Okay. Okay.

10 CLERK: Okay. We got a system that works.

11 MR. SCHULTZ: Yeah.

12 THE COURT: Mr. Bartlett, you have any other
13 witnesses or evidence?

14 MR. BARTLETT: Uh, I would like to call Mr.
15 Cornwell, please.

16 THE COURT: Mr. Cornwell, will you please
17 stand? Face the crypt [ph] there and raise your
18 right hand.

19 CLERK: Do you solemnly swear that the
20 testimony you're about to give in the matter held
21 before this court is the truth, the whole truth,
22 and nothing but the truth, so help you God?

23 MR. CORNWELL: Certainly do.

24 THE COURT: Go ahead and have a seat up here,
25 please. Go ahead, Mr. Bartlett.

1 MR. BARTLETT: Uh, Mr. Cornwell, could you,
2 uh, state your name and spell it for the record?
3 MR. CORNWELL: Thomas Cornwell, C-o-r-n-w-e-l-
4 l.
5 MR. BARTLETT: And, uh, you're currently
6 residing where?
7 MR. CORNWELL: 2355 Columbia Way.
8 MR. BARTLETT: In Carson City?
9 MR. CORNWELL: Yes.
10 MR. BARTLETT: Okay. And how long have you
11 lived there?
12 MR. CORNWELL: Uh, for approximately 17 years.
13 MR. BARTLETT: Okay. Um, and I believe you,
14 um, stated in your, uh, counterclaim that, uh, you
15 resided there with Karen Lynn Clark?
16 MR. CORNWELL: Correct.
17 MR. BARTLETT: Okay. And were you ever married
18 or, um, uh, officially anyway?
19 MR. CORNWELL: We've been together 25 years.
20 MR. BARTLETT: Were you -- were you ever
21 officially married?
22 MR. CORNWELL: No.
23 MR. BARTLETT: Um, okay. So, uh, did you move
24 into this property at the time, uh, uh, Ms. Clark
25 purchased it?

1 MR. CORNWELL: Yes, I did.

2 MR. BARTLETT: Okay. And so were you -- did

3 you contribute to the, um, household expenses when

4 you lived there?

5 MR. CORNWELL: Yes.

6 MR. BARTLETT: All right. Who was responsible

7 for paying the note that Karen took out with, uh,

8 Mr. Sochy [ph]?

9 MR. CORNWELL: Uh, Karen. Karen was.

10 MR. BARTLETT: All right. And, um, were you

11 involved at -- at all in the payment of that note,

12 make -- keeping records or anything?

13 MR. CORNWELL: Well, you -- when you say

14 involved, yeah. She got the money from me. So I

15 guess that would be a yes.

16 MR. BARTLETT: So, uh, what happened to the

17 money she got from you? Did she put it in her bank

18 account?

19 MR. CORNWELL: I'm -- I'm the s- -- I was the

20 sole provider. I mean, her mom had money, but, uh,

21 uh, Social Security, I guess. But my money went in.

22 She paid the bills.

23 MR. BARTLETT: So you gave her money, she put

24 it in her bank account.

25 MR. CORNWELL: Correct.

1 MR. BARTLETT: Okay. Um, so, uh, are you, uh,
2 familiar with the modifications to the promissory
3 note that were made?

4 MR. CORNWELL: I'm not sure what you're
5 referring to.

6 MR. BARTLETT: Um, uh, well, one of the, uh,
7 one of the exhibits to your can- -- counterclaim
8 was a modification of promissory note that, um,
9 Karen signed.

10 MR. CORNWELL: I know what you're talking
11 about. Yes, I am familiar with it.

12 MR. BARTLETT: Okay. Um, was that the only
13 modification you knew about?

14 MR. CORNWELL: Yes.

15 MR. BARTLETT: Okay. So you didn't know there
16 were any other ones?

17 MR. CORNWELL: No, I don't. I mean, I -- I
18 didn't get involved with that. I just tried to make
19 sure the bills were paid.

20 MR. BARTLETT: All right. Um, you -- in your,
21 um, counterclaim, um, you attached an exhibit that,
22 uh, purports to list a bunch of payments that were
23 made between 2011 and 2016, I believe. Um, and
24 those payments when they're made were \$415 a month;
25 does that sound right?

1 MR. CORNWELL: 420. I believe. I might be
2 wrong.

3 MR. BARTLETT: 410. No problem. Did you,
4 yourself make any of those payments?

5 MR. CORNWELL: I have to be careful how I
6 answered that. I mean, I'm sure that some of --
7 some of the checks came from my accounts, but I
8 physically did not make the payments.

9 MR. BARTLETT: Okay. Um, did, uh, Mr. Soc- --
10 uh, uh, you knew the payments were being made by
11 Mr. Sochy though; right?

12 MR. CORNWELL: Yes.

13 MR. BARTLETT: Okay. Um, were you getting any
14 kind of a monthly bill in the mail or something for
15 Mr. Sochy or was it -- you were just responsible to
16 remember to make the payment?

17 MR. CORNWELL: I'm just assuming that -- that
18 just you owe rent or you owe a payment, you make
19 the payment. I was assuming Karen was making all
20 the payments.

21 MR. BARTLETT: Okay.

22 MR. CORNWELL: Yeah.

23 MR. BARTLETT: But you didn't see a bill or
24 something that came in from Mr. Sochy?

25 MR. CORNWELL: That he never sent a bill.

1 MR. BARTLETT: Okay.

2 MR. CORNWELL: I did see the -- one of the
3 loan modifications, I believe, and -- and a, um,
4 amortization at one time.

5 MR. BARTLETT: Um, all right. Let me show you
6 what's, uh, been marked in my index as exhibit 10.
7 Is that the, uh, amortization schedule that you
8 think you saw?

9 MR. CORNWELL: Yes. I have copies of this.

10 MR. BARTLETT: Okay. And so that was -- that
11 shows, uh, br- -- uh, payment amounts of 410 a
12 month; does it not?

13 MR. CORNWELL: Yeah.

14 MR. BARTLETT: Okay. So that's what you
15 assumed that, uh, uh, Ms. Clark has making 410?

16 MR. CORNWELL: Correct.

17 MR. BARTLETT: Ten dollar payments a month;
18 right?

19 MR. CORNWELL: Yeah. I saw reflections in my
20 account where she'd been taking money out to pay
21 it. So --

22 MR. BARTLETT: All right.

23 MR. CORNWELL: I had an investment account
24 that it was coming out of.

25 MR. BARTLETT: Okay. Do you have any reason to

1 doubt the accuracy of this -- the terms of this --
2 MR. CORNWELL: Of the terms? No. No.
3 MR. BARTLETT: I'd like to offer that into
4 evidence, Your Honor.
5 THE COURT: You have any objection to the
6 addition of that Mr. R- -- Mr. Cornwell?
7 MR. CORNWELL: Were you talking to me, sir?
8 THE COURT: Yes. Do you have any objection to
9 the admission of that --
10 MR. CORNWELL: Nothing. No. I don't.
11 THE COURT: Exhibit 10 is admitted.
12 MR. BARTLETT: May I approach, Your Honor?
13 THE COURT: Yes.
14 MR. BARTLETT: Yeah. Hmm. Mr. Cornwell, Mr.
15 Schultz just testified about the utility bills that
16 remain in his name, like the water and sewer and
17 garbage and things like that. Why haven't you put
18 those into your name?
19 MR. CORNWELL: Well, um, you said the garbage
20 and the sewer. That's -- that's it. He -- he put
21 the electric and the water and the -- put it all in
22 his name and I got it back into my name. It was
23 only in his name for a month or so -- probably a
24 month. The water and sewer, I'd always -- I paid
25 the water with my -- with the s- -- the sales tax

1 or whatever that property tax you -- so that --
2 that was always, I just never had -- got a water
3 bill. I never had a water bill. I -- I don't --
4 didn't realize it was in his name. I thought it was
5 still in y- --

6 MR. BARTLETT: Have you, uh, paid any property
7 taxes on this property, since, uh, 2018?

8 MR. CORNWELL: I forget when the last time I
9 paid property taxes, I think it was like seven
10 grand or something. And then as far as the sew- --
11 or the w- -- uh, garbage, I don't use the garbage
12 service.

13 MR. BARTLETT: Okay.

14 MR. CORNWELL: I haven't used it since they've
15 been -- since they switched ownership.

16 MR. BARTLETT: All right. And, um, you have
17 stated your objections to the notice of default and
18 election to sell that you received; right?

19 MR. CORNWELL: Yes.

20 MR. BARTLETT: Okay.

21 MR. CORNWELL: I believe that's what we're
22 talking about.

23 MR. BARTLETT: Now, um, is -- is your
24 objection to the notice, the, um, argument that
25 they, uh, the notice did not include certain, um,

1 disclosures of rights and benefits that you should
2 have received?

3 MR. CORNWELL: Yes. Uh, I -- I have a rights
4 to become s- -- to pay off whatever I owe -- was
5 supposedly owed on the property. And then offered
6 to continue making payments on it. The only thing I
7 got from -- from Neil was he wanted to rent my
8 place to me for a thousand bucks a month. That's
9 the only offer he gave me.

10 MR. BARTLETT: And that came after the
11 foreclosure sale though; right?

12 MR. CORNWELL: Uh, geez. I -- I mean, I didn't
13 realize -- I didn't even realize the note had been
14 sold until he came to my house and we talked out in
15 the front driveway.

16 MR. BARTLETT: I'm not talking about that. I'm
17 talking about the actual foreclosure sale.

18 MR. CORNWELL: The actual foreclosure sale?

19 MR. BARTLETT: Yeah. Did he offer you a -- a
20 rental agreement after that?

21 MR. CORNWELL: I'm really not sure. I -- I
22 don't want to say yes or no. But --

23 MR. BARTLETT: Okay. Um, so --

24 MR. CORNWELL: I think it was before he --
25 before he made the sale, uh, on -- on the courtroom

1 steps.

2 MR. BARTLETT: So, uh, in your, uh,
3 counterclaim too, you allege that you assumed Karen
4 Clark's note was -- you recall that in you recall
5 that in your counterclaim?

6 MR. CORNWELL: I did assume her note.

7 MR. BARTLETT: Okay. And, um, tell us how you
8 went about doing that.

9 MR. CORNWELL: Um, how I went about joining --
10 uh, do you mean like the quick claim?

11 MR. BARTLETT: No. Did you --

12 MR. CORNWELL: Oh, okay.

13 MR. BARTLETT: Sign something with Mr. Sochy?

14 MR. CORNWELL: Okay. So I called George as
15 soon as -- as soon as she turned over the property
16 to me, uh, she left -- she left. I said, now she's
17 gone. The first thing I did was call George. And I
18 had an extensive talk with him and y- -- you're
19 right. He's getting old.

20 And I -- I mean, I've never met the guy
21 personally, but I knew he was getting old and we
22 decided that I was getting a settlement and I told
23 him that I would just pay off the note when my
24 settlement came through and I -- and -- and we
25 agreed that I wouldn't make any payments -- monthly

1 payments to him.

2 And he wouldn't charge me any -- any, uh, fees
3 or penalties. And when I got the settlement, I
4 would just pay him in full. When I got the
5 settlement, I called him up. I told him I was
6 awarded the settlement and I would be getting my
7 money within a couple of weeks and I would pay him
8 off.

9 That's when he went to -- to Neil and sold it
10 to -- sold the note to Neil. He sold it for 50
11 grand. And we had only agreed on 30,000. I was
12 surprised that Neil paid 50.

13 And I -- and I wasn't and -- and George did on
14 numerous occasions, uh, because I spoke with him
15 quite a bit. I mean, I kept in touch with him that
16 Karen hadn't made any payments since 2010.

17 And I was well aware of payments that Karen
18 had made, I don't know if she missed payments or
19 not, but, uh, George just likes to go around saying
20 that. I mean, he said it all the time. I just
21 ignored it. I didn't object to it or anything with
22 him.

23 So I'm sure that when Neil purchased the --
24 the note from George, he assumed the same thing. I
25 mean, not I -- I -- in my opinion, Neil made a bad

1 purchase and -- and he got hoodwinked by George.

2 And maybe George doesn't know any -- I -- I

3 mean, I'm not sure if he intend on that or not.

4 He's -- he is pretty old and he is kind of not with

5 it sometimes, I believe.

6 MR. BARTLETT: So, um, you have this

7 conversation, you say, Mr. Sochy about purchasing

8 or what? Paying off a loan. Or --

9 MR. CORNWELL: Right. Which I was --

10 MR. BARTLETT: You thought it was -- you

11 thought it was \$30,000 at that time?

12 MR. CORNWELL: That's what he told me. He

13 would set -- he would take 30 grand.

14 MR. BARTLETT: And, but there's nothing in

15 writing between the two of you about this?

16 MR. CORNWELL: No. There never was.

17 MR. BARTLETT: Uh, um, Mr. Cornwell, is the

18 first time you've actually, uh, raised --

19 officially raised your objection to the notice -- I

20 know you wrote a letter to Allied Trustee Services

21 about this; right?

22 MR. CORNWELL: Oh yeah.

23 MR. BARTLETT: After you got the notice of

24 default?

25 MR. CORNWELL: Right.

1 MR. BARTLETT: And you acknowledged they wrote
2 back to you and said mobile homes, not part of the
3 real property, therefore, you know, uh, the notice
4 we sent is the notice you got; right?

5 MR. CORNWELL: Yeah. They object -- they said
6 that -- that the payments that I showed, they
7 didn't -- those weren't substantiated or whatever.

8 MR. BARTLETT: Right.

9 MR. CORNWELL: Yeah.

10 MR. BARTLETT: Correct. So they ask for the
11 same information, you know, you're saying that all
12 these payments are wa- -- made, we need some
13 evidence -- some proof of that; right?

14 MR. CORNWELL: We try. Yeah.

15 MR. BARTLETT: Okay. And --

16 MR. CORNWELL: All those payments are listed
17 by check number and by dates and by amounts.
18 They're not fabricated.

19 MR. BARTLETT: Right. That's what we don't
20 know.

21 MR. CORNWELL: Well --

22 MR. BARTLETT: So, um, the, uh, so you haven't
23 brought up -- other than in this particular action,
24 you haven't brought any kind of a legal action to
25 challenge the foreclosure sale outside of this

1 action; right?

2 MR. CORNWELL: No. I -- I think I know what

3 you're referring to, but no, I haven't.

4 MR. BARTLETT: Okay. Um, okay. And did you get

5 the settlement you were talking about?

6 MR. CORNWELL: Yes, I did.

7 MR. BARTLETT: And how much was that?

8 MR. CORNWELL: 65,000.

9 MR. BARTLETT: And do you still have 65,000?

10 MR. CORNWELL: Do I still have 65,000? No, I

11 don't.

12 MR. BARTLETT: Okay. Uh, I think I'm, uh,

13 done, Your Honor.

14 THE COURT: This --

15 MR. BARTLETT: And before I, uh, rest, um,

16 let's see -- three, four, I just want to double

17 check on documents here. Just a second.

18 THE COURT: Let's go through the list of

19 exhibits.

20 MR. BARTLETT: Okay.

21 THE COURT: I have 1A, 2A, and exhibits three,

22 four and five admitted.

23 MR. BARTLETT: Yep.

24 THE COURT: Six and seven, not admitted.

25 MR. BARTLETT: I have seven admitted.

1 THE COURT: I don't know, is seven admitted?
2 CLERK: [inaudible]
3 THE COURT: Seven has not yet been admitted.
4 MR. CORNWELL: May I step down?
5 MR. BARTLETT: So I could --
6 THE COURT: How many -- hang on just a minute.
7 MR. BARTLETT: Hang on one sec. Is it eight
8 that got admitted?
9 CLERK: Yes.
10 MR. BARTLETT: Okay. That's -- that's fine.
11 THE COURT: I have eight, uh, admitted, nine,
12 not admitted, 10, 11, 12 admitted, 13, not
13 admitted, 13, 14, admitted, 16, not admitted, 17,
14 18, 19, 20A, 21A, admitted, 22, not admitted, 23,
15 admitted, 24, 25, not admitted, 26, 27, admitted.
16 Is that consistent with yours?
17 MR. BARTLETT: I believe so. Yes.
18 THE COURT: Okay.
19 MR. BARTLETT: So, uh, let me ask one more
20 question.
21 THE COURT: Go ahead.
22 MR. BARTLETT: I'd like to show you what, uh,
23 is listed as exhibit seven, which we haven't
24 admitted yet; right? So --
25 THE COURT: Correct.

1 MR. BARTLETT: [inaudible]. Do you recognize
2 that document?

3 MR. CORNWELL: I recognize the signatures.

4 MR. BARTLETT: Is there a signature of, uh,
5 Karen Clark?

6 MR. CORNWELL: Yes, it is.

7 MR. BARTLETT: Does that look like a signature
8 of George Sochy, to your knowledge?

9 MR. CORNWELL: Yeah, it does. It looks the
10 same. Yeah. I'm not -- I won't dispute that.

11 MR. BARTLETT: And would you agree that that
12 purports to be a modification of the promissory
13 note?

14 MR. CORNWELL: That's about all I can read on
15 it, but yeah. Not very official, but okay. \$1,500.

16 MR. BARTLETT: Okay. So I move to --
17 26/13/06.

18 MR. BARTLETT: introduce that one into
19 evidence, Your Honor.

20 MR. CORNWELL: That's 06?

21 THE COURT: Any objection to exhibit number
22 seven -- any --

23 MR. CORNWELL: No. I don't. No objections,
24 Your Honor.

25 THE COURT: Seven is admitted.

1 MR. CORNWELL: You're getting way ahead of me
2 here. I need to be able to circle on my paperwork.
3 CLERK: [inaudible]
4 THE COURT: Okay.
5 CLERK: [inaudible]
6 THE COURT: Okay.
7 MR. BARTLETT: Okay. Let's see -- um, I have
8 no further questions for this witness, Your Honor.
9 THE COURT: So, you have the opportunity now,
10 if you want, um, this would be a chance to cross-
11 exam so you can tell me your side of this, or, um,
12 Mr. Bartlett I think is going to rest his case. And
13 you can tell me your side after that.
14 MR. CORNWELL: Okay. Can I do it from down
15 there?
16 THE COURT: You can bring the papers up, but
17 I'm going to have you sit up here.
18 MR. CORNWELL: Okay.
19 THE COURT: But if you need to refer to any of
20 those things, we can bring them up with you.
21 MR. CORNWELL: Okay.
22 CLERK: [inaudible]
23 THE COURT: Thanks.
24 MR. CORNWELL: This is one --
25 CLERK: Exhibit list?

1 THE COURT: You don't have those admitted?
2 CLERK: No. I do not.
3 THE COURT: This is already on the list.
4 CLERK: It's added but not the title of the
5 document.
6 THE COURT: Okay.
7 CLERK: So I didn't have it.
8 THE COURT: Okay. Thank you.
9 MR. CORNWELL: This is all the -- this is the
10 ones that are entered or -- or --
11 CLERK: All the exhibits in general. I'll tell
12 you if it's not admitted or not.
13 THE COURT: So on the far right hand side of
14 that document, there's a column admitted. So if
15 there's a date 8/6 in that column, the document has
16 been admitted.
17 MR. CORNWELL: Okay.
18 THE COURT: If there is nothing in that box,
19 they have not been admitted.
20 MR. CORNWELL: Right. Thank you, Your Honor.
21 MR. BARTLETT: So one and two have been
22 admitted according to my notes.
23 CLERK: 1A and --
24 THE COURT: 1A and 2A.
25 MR. BARTLETT: 1A and 2A. Okay. That's on the

1 next page. I should just look. There they are.

2 Thank you.

3 MR. CORNWELL: You want me back up here?

4 THE COURT: Yes, please. I think, I -- I want
5 to double check. Have you closed your case in fees?

6 MR. BARTLETT: Yes, Your Honor.

7 THE COURT: All right. All right. Mr.
8 Cornwell, go ahead.

9 MR. CORNWELL: Okay, well, Judge, I'm a senior
10 citizen. This is the only thing I have left is this
11 home. I don't want to lose it. And I am disputing
12 what I owe on it between me and Neil.

13 Now, Neil purchased the note from George
14 legally. I'm sure. But since then, everything he's
15 done has been outside of the law. And at the time
16 when I had the money, I would've paid -- I would've
17 been glad to pay Neil off what I owed -- what I owe
18 George.

19 I would've been glad to pay George, but Neil
20 came to me with it -- it's, uh, price of \$80,000,
21 which was way out of my league -- way more than I
22 owed on it. I had \$65,000 worth of equity when I
23 started that home. And then when we made payments
24 since 2003 on the house, and right now I, um, I'm
25 being disputed on from 2010 to 2016 or 17, whenever

1 it was.

2 And to me, it seems ridiculous that anybody
3 would -- you -- you could think that it -- somebody
4 could live in a house for five years with no --
5 making no payments. That's just ridiculous. But
6 that's what George is saying.

7 And I'm telling you if that we did make
8 payments and the payments that I showed you were
9 just payments that we had records of. Not -- we
10 didn't have the proof, but we had to the records
11 of.

12 I mean, we didn't add anything into that.
13 That's -- there's probably a lot more that we
14 didn't have records for.

15 But just showing you what I had, what we had
16 for records should be enough, I would think, to
17 show that we did make payments and we can come up
18 with a records if given enough time. I mean, you
19 know, or I don't know if we can subpoena the -- the
20 bank or whatever to come up with the records, but
21 they're just not going to give them to me.

22 And they weren't going to give them to Karen
23 either. So I just would, I mean, I have all the
24 equity in the house. I -- I -- I think that it's
25 only fair that I'm given the opportunity to either

1 sell the house and pay Neil off or -- or, uh, or
2 start over. I mean, this -- this it's -- it's the
3 Nevada law states that there are certain things you
4 have to do for foreclosure.

5 And that's what this is all about. All this
6 other information is stuff is just clouding the
7 issue. I mean, I -- as far as I'm concerned, the
8 foreclosure was not done properly.

9 The -- none of the questions were answered
10 that were supposed to be done. And now it's -- it's
11 being -- being put on me and I -- I -- I don't
12 think it's right. I can only go by what's right and
13 wrong. I'm not -- I'm not a lawyer, but what it
14 states here, I mean, it says that there's certain
15 things you have to file to do a foreclosure.

16 THE COURT: What are you looking at?

17 MR. CORNWELL: Uh --

18 THE COURT: It's not an exhibit -- is that?

19 MR. CORNWELL: It's not an exhibit, which it's
20 -- it's -- it's a letter from, uh, Nevada Legal
21 Services to me telling me it says, uh, uh, well, I
22 just want to see what's relevant here. Here, you
23 received the notice of default requirement three.
24 Uh, uh, here the law, read the requirements first.

25 The amount of payment required to make good a

1 deficiency and performance or payment avoid the ex-
2 -- exercise of the power of sale and reinstate the
3 terms and conditions of the underlying obligation
4 are debt existing before the deficiency and
5 performance or payment as of the date of the
6 statement.

7 And this number two is the amount in default.
8 Number three is the principal amount of the
9 obligation or debt. Number four is the amount
10 accrued interest and late charges, which George and
11 I agreed that we -- there wouldn't be any. A good
12 faith estimate of all fees and pose in connection
13 with the ex- -- exercise of the power of sale and
14 contact information.

15 Uh, under contact information, the other --
16 they did give me a telephone number to call, but it
17 says the notice of default y- -- was -- did not
18 include one, two, three, uh, four, or five. And,
19 uh, it's they s- -- it's fatally flawed as far as -
20 - as a foreclosure.

21 And that's where I'm at with it. I just wanted
22 a -- a breakdown of what payments they say we're
23 missing. Not just somebody saying there hasn't been
24 any payments made for -- for five years.

25 They need to come up with some records. Tell

1 me what I owe so I could pay it off. And by now, I
2 mean, the -- the house isn't even in my name, I
3 would just sell the house and give Neil his money
4 and I could come out of it with some equity.

5 Right now, he's trying to -- he's trying to
6 take everything away from me. And I -- I walk away
7 with nothing and I don't deserve that. So that's
8 basically my case. Just -- just trying to act on
9 what's right and wrong.

10 THE COURT: You want to have that paper marked
11 as an exhibit or a copy of it?

12 MR. CORNWELL: Do -- in -- in exhibit is -- do
13 I have the same kind of letter that I sent to the
14 foreclosure company? I think that's already listed.
15 I --

16 THE COURT: I'm not following your question?

17 MR. CORNWELL: Well, I had -- I -- what's said
18 -- what's stated here, I wrote a letter to the
19 foreclosure company that has what I just read to
20 you in it. Um, this is just a letter to me from --

21 THE COURT: Right.

22 MR. CORNWELL: Would you like -- me to submit
23 it?

24 THE COURT: If you want to mark it as an
25 exhibit, I don't know that Mr. Bartlett is going to

1 agree to it being admissible, and I'm not sure what
2 my ruling will be if he does object.

3 MR. CORNWELL: What do you think, John?

4 THE COURT: But for it to be part of the
5 record, for example, if there was an appeal of this
6 case, the, um, the Supreme Court or the appellate
7 court wouldn't know what you're talking about.

8 If it's not admitted, they may not anyway, but
9 if you offered Mr. Bartlett, objection, I sustain
10 it. The Supreme Court might, um, or the appellate
11 court might decide I made an error and should have
12 considered it. So if --

13 MR. CORNWELL: Well, I'd like to enter it.

14 THE COURT: Okay. We're going to have it
15 marked -- do you have a copy of this, Mr. Bartlett?

16 MR. BARTLETT: Um --

17 THE COURT: Just take --

18 MR. BARTLETT: I do. Yes. Somewhere.

19 THE COURT: Let's take a short recess. We're
20 going to make copies, too, so that Mr. Cornwell
21 will -- will have one for his records and one for
22 you. Um, but we need to take -- does -- 11:30 --
23 does anybody need more time than like seven
24 minutes?

25 MR. CORNWELL: I don't need any time, really.

1 THE COURT: All right. 11:30.
2 Please be seated. Mr. Cornwell, come on back
3 up. Did you both get a copy of exhibit 28?
4 MR. CORNWELL: Yes.
5 MR. BARTLETT: Yeah.
6 THE COURT: And he had offered that -- Mr.
7 Bartlett, any objection?
8 MR. BARTLETT: Uh, I object on the ground of
9 it's, uh, hearsay, Your Honor. And, uh, I'm going
10 to --
11 MR. CORNWELL: Object to what?
12 MR. BARTLETT: I'm not sure what facts were
13 submitted --
14 THE COURT: He -- exhibit 28.
15 MR. BARTLETT: Uh --
16 THE COURT: The, uh, Nevada Legal record.
17 MR. CORNWELL: Well, I just put in --
18 THE COURT: Right.
19 MR. CORNWELL: That's hearsay?
20 THE COURT: That's what he's objecting.
21 MR. CORNWELL: Okay.
22 THE COURT: Go ahead, Mr. Bartlett.
23 MR. BARTLETT: Um, well, yeah, it's hearsay. I
24 mean, it's, um, uh, we don't know -- we don't know
25 what was presented to Nevada Legal Services, uh,

1 uh, as far as facts to, uh, that they're relying
2 on.

3 I mean, they stated some facts in here, but
4 they're not a complete, you know, they're not as
5 extensive as the facts that have been set forth
6 today. I think it's just hearsay. It's an opinion.

7 THE COURT: You want to respond to that?

8 MR. CORNWELL: I -- I have to -- can I get my
9 paperwork?

10 THE COURT: Sure.

11 MR. CORNWELL: Your Honor, I don't see why he
12 would object to this as -- as hearsay. That's just
13 stating it's -- there's nothing specific in here.
14 It's just stating Nevada law. I don't know where
15 the term hearsay comes in to play there at all.

16 THE COURT: The hearsay objection is
17 sustained. Twenty eight is not admitted. Did you
18 say something in addition to hearsay at the very
19 end Mr. Bartlett?

20 MR. BARTLETT: I was just going to say there's
21 a lack of foundation, too, because there's, you
22 know, we don't know all that's presented to them.
23 Um, it's not really relevant because of that.

24 THE COURT: The relevance objection is
25 overruled. Did you -- is there anything else you

1 wanted to tell me about your side of the case?

2 MR. CORNWELL: Uh, I don't -- I'm -- I'm not
3 going to -- I'm just right on this right here. So I
4 don't -- I don't really understand why there is an
5 objection, but, um, I guess it really doesn't make
6 much difference. So I'm done.

7 THE COURT: Okay. Mr. Bartlett, did you have a
8 redirect for him? Or, actually, you had closed.
9 This is his --

10 MR. BARTLETT: This is his --

11 THE COURT: Direct time.

12 MR. BARTLETT: Right.

13 THE COURT: So do you have cross-exam of him?

14 MR. BARTLETT: Um, okay.

15 MR. CORNWELL: So, Your Honor --

16 THE COURT: Go ahead.

17 MR. CORNWELL: You're saying that this -- this
18 -- all this -- this whole state -- exhibit is no
19 good?

20 THE COURT: The, uh, what hearsay is -- is a
21 statement that's made out of court.

22 MR. CORNWELL: Right.

23 THE COURT: It's offered in court to prove
24 what the -- in this case, document says. It doesn't
25 allow Mr. Bartlett the opportunity to cross-

1 examine, to see if there was other information that
2 Nevada Legal received that wasn't considered in
3 their opinion or her opinion, um, basically to
4 cross-examine. So it is a hearsay. It is hearsay.
5 And that's why it is not being admitted.

6 MR. CORNWELL: Well, I'm wondering if I could
7 -- could answer everything from the second
8 paragraph down is just Nevada law.

9 It doesn't have the -- the first two
10 paragraphs are specific -- are specific to this
11 case, 2355 Columbia Way. But after that, what I
12 just read to you was just Nevada law -- has nothing
13 to do with anything but n- -- the law.

14 THE COURT: Any objection to that, Mr.
15 Bartlett?

16 MR. BARTLETT: Well, um, what part was he
17 talking about now?

18 THE COURT: After the second paragraph -- on
19 the original there's, um, some ink like a line
20 between the second and third paragraph --

21 MR. BARTLETT: Yeah. I see that.

22 THE COURT: Is that where you're talking about
23 Mr- --

24 MR. CORNWELL: Yes. Yes.

25 THE COURT: That from there down he is

1 suggesting.

2 MR. BARTLETT: Well, you -- I don't see why we
3 need to introduce the document. He can make his
4 argument using that as his template if he wants to.
5 It's just a legal argument.

6 THE COURT: He -- it -- it does state legal
7 conclusions. And so those paragraphs also are not
8 admitted. So none of exhibit 28 is admitted. Did
9 you have any cross-examine or, uh, yeah, cross-exam
10 questions for him?

11 MR. BARTLETT: Um, no, I don't believe so.

12 THE COURT: You can step down, Mr. Cornwell.
13 Do you have any other witnesses or evidence Mr.
14 Cornwell?

15 MR. CORNWELL: No.

16 THE COURT: All right. You have any rebuttal,
17 Mr. Bartlett?

18 MR. BARTLETT: Uh, no we do not.

19 THE COURT: All right. What I'm going to do is
20 have you submit written closing argument. Mr.
21 Cornwell, exhibit 28 was not admitted, but in your
22 closing argument, you can refer the court to law
23 and you can use what's in exhibit 28 as a basis for
24 some of your argument or all of your argument.

25 I'm not going to consider any factual, um,

1 assertions that weren't provided in evidence, but
2 this seems to contain the arguments that you wanted
3 to make. And so you can use that for your written
4 closing argument. So Mr. Bartlett is, um, well, we
5 can do it two ways.

6 Uh, one way is for you to just make
7 simultaneous, and both submit your closing
8 arguments at the same time, or we can do it in the
9 order that it would happen, uh, in court, which is
10 because Mr. Bartlett represents the plaintiff --
11 his closing argument would be filed first.

12 Mr. Cornwell would be given a reasonable
13 opportunity to respond to that in writing. And then
14 Mr. Bartlett would be, because he's the plaintiff,
15 he would have a chance to, um, offer basically
16 rebuttal to what you have put in your opposition.

17 And if there's anything new or different in
18 your opposition, uh, because for -- so in his
19 rebuttal -- his rebuttal, excuse me. Um, because
20 you did file a counterclaim, you would get to file
21 a response to that.

22 Um, all that takes time, but Mr. Bartlett, I'd
23 hear from you first simultaneous or in order.

24 MR. BARTLETT: Uh, Your Honor, I would prefer
25 simultaneous because I think that the argument's

1 pretty crystallized here.

2 THE COURT: Mr. Cornwell?

3 MR. CORNWELL: I would prefer it to be one at
4 a time so I have a chance to f- --

5 THE COURT: All right. That's what I'm going
6 to do. Mr. Bartlett, I want to give you a
7 reasonable opportunity. Today is the sixth, how
8 much time?

9 So in addition to the closing argument, I'm
10 also going to order both of you to submit a
11 proposed order. So considering the closing argument
12 and the proposed order, how much time do you need
13 to have those filed?

14 MR. BARTLETT: Thirty days.

15 THE COURT: Today is the sixth. So we would go
16 out to -- make it September 4th? Mr. Cornwell -- um
17 --

18

19

20

21

22

23

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, Chris Naaden, a transcriber, hereby declare under penalty of perjury that to the best of my ability the above 93 pages contain a full, true and correct transcription of spoken English of the tape-recording that I received regarding the event listed on the caption on page 1.

I further declare that I have no interest in the event of the action.

May 19, 2021

Chris Naaden

x 

(18 RP 18, Schultz v. Cornwell, 8-6-20)