

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 82723

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Clerk of Supreme Court

DAVID PATRICK STUCKE
Appellant

And

CHRISTIE LEEANN STUCKE
Respondent

Appeal from Order from February 25, 2021 regarding Findings of Fact,
Conclusions of Law and Order and Decree of Divorce, Clark County Nevada,
Eighth Judicial District Court Family Division Department F
Appellant's Appendix Volume 10

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IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID PATRICK STUCKE

Appellant,

vs.

CHRISTIE LEEANN STUCKE,

Respondent.

Supreme Court Case No.: **82723**

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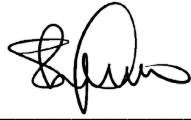
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DATED this 22nd day of October 2021.



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1 A When the rental incomes stopped?

2 Q Yes.

3 A So, September -- or roughly, September of '18, I
4 believe.

5 Q Okay. And how long did you do so?

6 A Until I was able to get the forbearance on it,
7 which, I believe was in March of this year.

8 Q Okay. So, September 2018, through March 2020.

9 A Yes, roughly. Within a --

10 Q All right.

11 A -- month, probably.

12 Q And how much was the monthly amount?

13 A \$188 and some change.

14 Q All right, so based on my -- my math, 188 times 18
15 months is \$3,384. Is that right?

16 A Yes, roughly.

17 Q All right. And Christie's half would be half of
18 that. I didn't do the math on it.

19 MR. PAGE: He previously testified to May, I
20 believe.

21 MR. MAYO: I'm sorry, Fred, say --

22 THE COURT: I'm --

23 MR. MAYO: -- again?

24 THE COURT: -- sorry?

1 MR. PAGE: I think that he testified earlier today,
2 it was in May is when the payments were forebear because he
3 couldn't get a forbearance right when everything shut down.

4 THE PLAINTIFF: I'm not sure that it (indiscernible)
5 forbearance. I can look it up. It's in -- during the
6 pandemic time.

7 THE COURT: Right. For --

8 MR. MAYO: (Indiscernible) --

9 THE COURT: I think yesterday, he said like,
10 April/May time frame or something like that.

11 THE PLAINTIFF: Yeah.

12 MR. PAGE: Yeah.

13 MR. MAYO: All right.

14 BY MR. MAYO:

15 Q Now, are there are -- do you have any outstanding
16 liens or monies owed related to the loan for TIAA-CREF?

17 A Yeah, there's a -- well, yeah, there's a -- yeah, I
18 have to repay my loans, right? I mean, I'm not sure. Is that
19 what you're asking?

20 Q I'm asking if there's any costs related --

21 A Oh, okay.

22 Q -- for the --

23 A Yeah.

24 Q -- TIAA-CREF.

1 A Yes. So, there were some -- I had to pay on the
2 loan that defaulted -- the \$24,000 loan. There were you know,
3 10-percent penalty when you don't you know, pay it ba -- when
4 you pay it back. I know you've got to pay a 10-percent
5 penalty and then taxes on it, which cost me, I don't know,
6 \$3,000 or something last year in taxes, plus the 10 percent.

7 Q Now, the monies -- you have been asked about the
8 monies for the warranty on the van. When was it that the --
9 that Christie had asked for money for the -- the warranty?

10 A I'm not sure, exactly when she asked for it, but she
11 purchased it October 24th.

12 Q Okay. And did she --

13 A Of '19.

14 Q -- talk to you about -- did she talk to you about it
15 before October 24th?

16 A Probably, shortly before.

17 Q All right. Can you turn to Exhibit 22?

18 A Okay.

19 THE DEFENDANT: Wrong.

20 BY MR. MAYO:

21 Q All right. Now, if you turn to Bates 5697.

22 A Okay, I have it.

23 Q All right. And now, this is your entry on your
24 ledger for ActionRAD for ja -- for 2019, related to ATM

1 withdrawals at casinos.

2 A Yes.

3 Q Okay. Now, you have -- so, it shows withdrawals
4 from Christie's account going through September -- August,
5 September, October, November, December. Is that accurate?

6 A Yes.

7 Q Okay. And the withdrawal amounts are listed on the
8 right side.

9 A Yes.

10 Q So, according to your ledger, the time that Christie
11 was saying that she couldn't afford to get the warranty on the
12 van, she was making substantial withdrawals at the casino on a
13 regular basis.

14 A Yes.

15 Q Now, in terms of the actual van warranty, do you
16 know what its current status in -- is? Is it paid off? Is it
17 --

18 A It's in --

19 Q -- current?

20 A -- default.

21 Q Is it in default?

22 A An -- it's in default, due to be canceled for
23 nonpayment and it's in my name.

24 Q So Christie had obtained the warranty and used it

1 for the -- to fix her car and then she stopped making payments
2 on the warranty?

3 A I don't know exactly when, but yes.

4 Q And being that's in your name, it wouldn't hurt her
5 credit. Is that right?

6 A Correct.

7 Q All right. Couple more questions. Turn to exhibit
8 f -- 40. Actually, sorry, turn Exhibit 12 -- Exhibit 12.

9 A 12A or whi -- which one? 12C, right?

10 Q I'm sorry, 12C.

11 A All right. Okay, I have it.

12 Q All right. Oh, one second. Hold on. I'm sorry.

13 (Pause)

14 Q One second. Sorry, I think I have the -- the wrong
15 number on here.

16 (Pause - whispered conversation)

17 THE COURT: So, is it 12C or is it -- you don't know
18 yet?

19 THE PLAINTIFF: 12C.

20 MR. MAYO: It should be 12C.

21 (Pause)

22 MR. MAYO: Oh, I'm -- all right. Actually, no, I --
23 my apologies. Let me. I thought it was in 12C. Let me --
24 actually, let's look at Exhibit 40.

1 MR. PAGE: Exhibit 4 or 40?

2 MR. MAYO: What's that, Fred?

3 MR. PAGE: Exhibit 4 or 4-0?

4 MR. MAYO: My apologies, 4-0.

5 THE PLAINTIFF: Okay, I have it.

6 BY MR. MAYO:

7 Q Okay. Can you turn to Bates 7280?

8 A Yep.

9 Q And you have a (sic) entry on here, January 2, 2020,
10 Chrysler of \$201.75.

11 A Correct.

12 Q Okay. And you have listed as Chrysler, the car
13 warranty. How do you know to list it as a Chrysler car
14 warranty?

15 A I mean, you can tell from the description and the
16 amount was the amount on the payment for the receipt thing
17 that we had. You could tell from the description.

18 Q Okay. And then if you could, turn to Bates -- the
19 next page, 7281.

20 Q Okay.

21 A All right. Now, do you see an entry on June 2nd,
22 2020?

23 A June 2nd, yeah, 201.75.

24 Q Okay.

1 A (Indiscernible).

2 Q All right. And then let's go -- just quickly look
3 at Exhibit 41

4 A Okay.

5 Q And go to exhibit number -- should be 7287.

6 A All right, I have it.

7 Q All right. Do you see an entry on here, May 4,
8 2020, warranty on van, Chapman Dodge, \$403.50?

9 A Yes, I see it.

10 Q Now, just to tie it up, let's go to exhibit -- the
11 exhibit for the -- the van warranty. Let me see. Trying to
12 remember which one it is.

13 A 22 maybe?

14 Q Which one is it? Is it 46? I think it's four-
15 something. Let me -- sorry.

16 A One fo -- 142, I believe.

17 Q One four -- there you go. One -- go to 142.

18 A All right, I have it.

19 Q Okay. All right. Now, it should be the -- should
20 be the second page, the one we looked at previously. That
21 should be Bates 5904.

22 A Okay. Yeah, I have it.

23 Q Okay. All right. And this is one we had talked
24 about previously. And see the amount on here, it starts with

1 the payment -- the first payment that's made, \$403.50?

2 A Yes.

3 Q All right. And then the two payments in -- the
4 payments that we had seen before, \$201.75, \$201.75, do those
5 add up to \$403.50?

6 A Yes.

7 Q All right. And then there's another \$403.50 that we
8 looked at in May of this year.

9 A Yes.

10 Q Do you recall that? Okay. So, are these payments
11 the -- the payment of the warranty, which was made over time,
12 not paid -- not made lump-sum?

13 A Yes.

14 Q Now, --

15 MR. MAYO: Your Honor, this will be my last
16 question, but I just --

17 THE COURT: Okay.

18 MR. MAYO: -- I know that we haven't asked yet and I
19 wanted to make sure we did.

20 BY MR. MAYO:

21 Q In regards to taxes, how are you requesting to file
22 taxes in 2020, David?

23 A Married. Oh, sorry, married filing separate or
24 divorced. Whatever (indiscernible).

1 Q Can you check on your volume? You're echoing again.

2 A Okay, I turned it down. But either married --

3 Q Go ahe --

4 A -- filing separately if we're not finished, or -- or
5 divorced, depending --

6 Q Okay.

7 A -- finished.

8 Q Now, did you and -- did you file -- did you guys
9 file married, filing separately for 2019?

10 A I don't know about her filing, but I filed married,
11 filing separately, 2018 and '19.

12 Q Okay. But to your knowledge, you don't know if
13 Christie's filed taxes in 2018 or 2019?

14 A I have the understanding that she filed 2019, to get
15 the pandemic money, but I don't she filed 2018.

16 Q Okay.

17 MR. MAYO: No further questions, Your Honor.

18 THE COURT: Okay. Any recross on -- on any of that,
19 mis -- Mr. Page?

20 RE CROSS EXAMINATION

21 BY MR. PAGE:

22 Q Mr. Stucke, you testified earlier today that Ms.
23 Stucke never paid for the warranty for the van.

24 A There's a bad echo.

1 Q I'm sorry, you're very echo-y.

2 MR. MAYO: Yeah, I'm getting a bad echo from both of
3 you.

4 BY MR. PAGE:

5 Q You testified earlier today that you -- that Ms.
6 Stucke never paid for the warranty on the -- the van, correct?

7 A No, I said it wasn't a lump-time payment that she
8 said she paid in court.

9 Q You agree that Ms. Stucke hasn't testified yet.

10 A Yes.

11 Q So, there is no testimony in the record that she
12 ever paid in a lump-sum, right?

13 A Yes, there is on previous trials -- or previous
14 hearings.

15 Q Sir, (indiscernible), right?

16 A Okay.

17 THE COURT: But, Mr. Page, I think what he's saying
18 is that she's mentioned that in a -- in the courtroom in --

19 THE PLAINTIFF: Right.

20 THE COURT: -- hearings, which was sworn testimony
21 because I think I swear in every hearing. But, understood
22 that she hasn't addressed it during this trial.

23 BY MR. PAGE:

24 Q Mr. Stucke, do you recall your first day of

1 testimony in -- on September 4, 2014?

2 A I guess, you've got to be more specific than that.

3 (Pause)

4 Q You testified earlier this afternoon, you wanted the
5 credit card debt that you have incurred after you and Christie
6 split up to be divided equally. Is that correct?

7 A My understanding is, that's how it works, so, yes.

8 Q No, not actually. So, you believe that Christie
9 should pay for one-half of the attorney's fees you put on your
10 credit cards.

11 A I believe you should pay for more than half.

12 Q You also believe that you should -- she should pay
13 for one-half of the monies you put on the credit card for your
14 significant other.

15 A I didn't put any money on my credit card for her.

16 Q You believe that Christie should pay for one-half of
17 the expenses for your daily living that you put on the cards.

18 A I'm not sure.

19 Q So if I understand that correctly, you believe that
20 she should pay more than one-half of the attorney's fees you
21 put on the credit card and you're not sure if he -- she should
22 have for one-half of the living expenses you put on the credit
23 card.

24 A Correct.

1 Q You agree, at the time of separation, the balances
2 on the American Express account and Bank of America --
3 essentially, zero, correct?

4 A I -- the American Express, I believe had some, but
5 the Bank of America, you're probably correct.

6 Q But you, as we stand here today, you can't tell me
7 what the balance was on the American Express account, can you?

8 A It's possible, but I don't have it in front of me.

9 (Pause - whispered conversation)

10 Q Mr. Stucke, if you took a look at exhibi --

11 (Pause)

12 Q Sir, could you turn to Exhibit 20?

13 A Okay.

14 Q So, I'd li -- once you're at Exhibit 20, I'd like
15 you to take a look at the document Bate la -- Bates labeled 6-
16 2-0, please.

17 A Almost there. Okay, I have it.

18 Q So, are you there?

19 A Yes.

20 Q Okay. See where the balance and basically, by the
21 closing date of the end of October, was 13,274.61?

22 A Yes.

23 Q Okay. And shortly thereafter, you and Ms. Stucke
24 separated, right?

1 A That is correct.

2 Q Subsequent to that time, you began charging on the
3 card and paying on the card for your own benefit, correct?

4 A That is incorrect.

5 Q Okay. So, when you spent money at McDonald's, that
6 was somehow a benefit for the community?

7 A Absolutely, we were still together.

8 Q Well, after se -- after oc -- November of 2018, you
9 guys were separated. You weren't living together, right?

10 A You're asking about November, I believe, right? Is
11 -- am I missing something?

12 Q I'm sorry?

13 A I mean, I'm sticking with my answer unless --

14 Q (Indiscernible) --

15 A -- unless the (indiscernible) --

16 Q -- you didn't -- you didn't wake up one morning and
17 say, I'm going to get divorced and then file the claim for
18 divorce that day -- that same day, right?

19 A Correct.

20 MR. MAYO: Your Honor, I'm going to -- Your Honor,
21 I'm going to object in regards to asking for a legal
22 conclusion.

23 THE COURT: Sustained.

24 MR. PAGE: I'm not asking for a legal conclusion.

1 THE COURT: You're to -- well, you're asking him if
2 -- about whether his charge was community or not community or
3 for the benefit of the community. I think that's what you're
4 talking about, Mr. Mayo. Is that what you're talking --

5 MR. MAYO: Well, that and the community. He's -- I
6 think he's alleging ends at the time of the separation and
7 that's a legal conclusion.

8 THE COURT: True, but I know when it actually ends.

9 MR. PAGE: I mean, for example, on November 20 --

10 THE COURT: I mean, --

11 MR. PAGE: -- he paid the (indiscernible) --

12 THE COURT: -- mister --

13 BY MR. PAGE:

14 Q -- a law firm \$1,000.

15 A That is correct.

16 Q No, I'm sorry, he paid the Law Office of Jason
17 Barrus \$1,000.

18 A Well, that could be considered community; it was a
19 fraudulent domestic violence charge against me.

20 Q Yes, sir, I'm not asking you to --

21 A You did ask me if --

22 Q -- (indiscernible) --

23 A -- it's community, I believe.

24 Q I'm asking you a yes-or-no question.

1 A Ask the question again.

2 Q Is that correct?

3 A Ask the question again, please so that I can answer
4 it correctly.

5 Q On November 20, you paid the Law Office of Jason W.
6 Barrus \$1,000, correct?

7 A Correct.

8 Q After you and Ms. Stucke had separated, you were
9 doing your own thing and she was doing her own thing, right?

10 A I don't know --

11 MR. MAYO: Objection, --

12 THE PLAINTIFF: -- how you'd --

13 MR. MAYO: -- vague.

14 THE PLAINTIFF: -- define that.

15 MR. MAYO: Hold on. Objection, vague.

16 MR. PAGE: Yes or no?

17 THE COURT: Hold on one second, he's objecting that
18 it's --

19 MR. MAYO: I'm --

20 THE COURT: -- vague.

21 MR. MAYO: -- sa -- I'm saying it's ambiguous.

22 THE COURT: And ambiguous. Vague and ambiguous. I
23 mean --

24 MR. PAGE: All right. Do you know how to answer the

1 question?

2 THE COURT: Hold on. Can you just be clearer as to
3 when you say you're doing your thing and he's doing -- you're
4 doing your own thing and she's doing her own thing? What do
5 you mean by that?

6 MR. PAGE: Okay.

7 THE COURT: Are you talking about for their credit
8 cards?

9 BY MR. PAGE:

10 Q All right. After nove -- after mid-November of
11 2018, you were living in your own place and she was living in
12 her --

13 A That is incorrect. I was trying to maintain all
14 residences.

15 Q I'm sorry?

16 A I was trying to maintain all the bills. She -- I
17 mean, there was no separation.

18 Q I asked you --

19 MR. MAYO: Dav -- David, listen to the question.

20 THE PLAINTIFF: Okay.

21 BY MR. PAGE:

22 Q I asked you if you were living in a separate place,
23 physically, and she was living in a --

24 A That's not what you said, but yes, that is true.

1 THE COURT: Right. Mr. Page, --

2 MR. PAGE: That's what --

3 THE COURT: -- you asked --

4 MR. PAGE: -- I was asking.

5 THE COURT: -- are you doing your own thing and she
6 was doing her own thing, and the question wa -- the -- the
7 objection was that is vague and ambiguous. And so, I'm asking
8 you, what does that mean? Are you asking were they living
9 apart or were they're (sic) doing their finances apart,
10 charging their expenses apart? Because Mr. Stucke just said
11 he was maintaining -- while they may have lived part, he was
12 potentially, paying more than just half of the bills. So, I
13 guess I'm trying to figure out, what was your -- what's your
14 question?

15 BY MR. PAGE:

16 Q Okay. So, for example, in -- in (sic) November 22nd
17 of 2018, you spent \$775.75 on Amazon and then on November
18 26th, spent \$597.29 on Amazon.

19 A All right, say it again. What -- what is the date?

20 Q November 22nd and November 27th.

21 A November 22nd, it was definitely a joint --

22 Q 26th, --

23 A -- purchase. I --

24 Q -- excuse me.

1 A I don't know what it was, but I was still in the
2 house. I was not expecting to leave.

3 THE COURT: What --

4 MR. PAGE: As --

5 THE COURT: -- exhibit number --

6 MR. PAGE: As of --

7 THE COURT: -- are you looking at?

8 BY MR. PAGE:

9 Q -- November -- or December of 2018, you had moved in
10 to the Grandview place, correct?

11 A That's not --

12 Q Birkland.

13 A -- quite -- not correct.

14 Q Birkland, I'm sorry.

15 A Birk -- Birkland is correct, yes.

16 Q At that time, you weren't paying a mortgage payment
17 or a rent payment to Mr. Morrow, were you?

18 A I was paying the Grandview, but no -- no ot -- no --
19 nothing to Mr. Morrow. And Maule, for that matter.

20 Q No, I'd like you to listen to the question. The
21 question is whether you were paying a mortgage payment at
22 Birkland and your answer is no, --

23 A No.

24 Q -- you were not, correct?

1 A Correct.

2 MR. PAGE: Move to strike anything after that.

3 (Pause - whispered conversation)

4 THE COURT: Mr. Page, how much more do you have for
5 re -- recross?

6 MR. PAGE: I'm sorry?

7 THE COURT: I sa -- I was just asking how much more
8 time you have for recross.

9 MR. PAGE: Oh, --

10 THE COURT: Because it's -- this should be limited
11 to what Mr. Mayo asked on redirect and then you can,
12 obviously, do your thing tomorrow with him on your own case-
13 in-chief.

14 MR. PAGE: Sure, I understand. But we're -- I don't
15 want to take up more than -- than we need to.

16 THE COURT: It's okay. It's just getting to the end
17 of the day and I have to deal with supervisors and getting
18 overtime approved and what-have-you for my staff. So --

19 MR. PAGE: Understood. Just -- let's see here.

20 BY MR. PAGE:

21 Q You claimed that for the 24 sol -- thousand-dollar
22 loan that was defaulted and you claimed that you had to pay a
23 10-percent penalty. Do you recall that?

24 A Yes.

1 Q Okay. You also claimed that you had to pay income
2 taxes on the monies that you borrowed.

3 A Yes.

4 Q As we sit here today, you would agree that you have
5 not provided us any piece of paper that says you were hit with
6 a 10-percent penalty and how much that 10-percent penalty
7 actually was.

8 A Well, a 10-percent penalty is pretty clear, but
9 there -- there was a -- a default letter that we submitted at
10 some point.

11 Q And -- well, I'll ask the question again. As we sit
12 here today, you have not provided this office or the Court
13 with a piece of paper indicating one, that there was a 10-
14 percent penalty and two, if there was, what the actual amount
15 was.

16 A I'm going to say that's not true, the way you're --
17 phrased it.

18 Q Where in Exhibits 1-215, is this piece of paper that
19 shows that one, you had a 10-percent penalty and two, how much
20 that 10-percent penalty actually was?

21 A Well, you didn't say the exhibits. It is not in the
22 exhibits.

23 Q Not in the exhibits. Very good.

24 A To my knowledge.

1 Q Okay. You also claim that you had to pay income
2 taxes on the amount of money which was defaulted. Again,
3 where in Exhibits 1-215, is a piece of paper showing how much
4 you were assessed in taxes by the federal government for the
5 claimed default?

6 A Not in there.

7 MR. PAGE: It's 4:59. I'll pass the witness, Your
8 Honor.

9 THE COURT: Okay. You don't have anything else, Mr.
10 Mayo, or do you?

11 (No audible response)

12 THE COURT: Did --

13 THE PLAINTIFF: You're muted, Vincent.

14 THE COURT: -- you hear me? I'm sorry, he's muted.
15 Oh, Mr. Mayo's muted.

16 MR. MAYO: Sorry, I was -- I was by me muted, it
17 would reduce any echo. No, I don't --

18 THE COURT: It's okay.

19 MR. MAYO: -- have any questions, Your Honor.

20 THE COURT: Okay. All right, guys, then tomorrow
21 morning, 9:00 o'clock.

22 MR. PAGE: 9:00 o'clock.

23 MR. MAYO: Sounds good, Your Honor.

24 THE COURT: Awesome. See you in the morning. We'll

1 go off the record. Thank you.

2 MR. MAYO: Thank you.

3 MR. PAGE: Thank you for --

4 THE COURT: Uh-huh.

5 MR. PAGE: -- your time.

6 THE COURT: See you guys.

7 MR. PAGE: Bye.

8 (PROCEEDINGS CONCLUDED AT 5:00:34 P.M.)

9

10 * * * * *

11 ATTEST: I do hereby certify that I have truly and
12 correctly transcribed the digital proceedings in the
13 above-entitled case to the best of my ability.

14

15

16 /s/Shellie A. Callaway
Shellie A. Callaway

17

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1 TRANS

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3 COPY

FILED
SEP 17 2021
Sharon A. Hoffman
CLERK OF COURT

4
5 EIGHTH JUDICIAL DISTRICT COURT
6 FAMILY DIVISION
7 CLARK COUNTY, NEVADA
8

9 DAVID PATRICK STUCKE,)
10 Plaintiff,) CASE NO. D-18-580621-D
11 vs.) DEPT. F
12 CHRISTIE LEEANN STUCKE,) APPEAL NO. 82723
13 Defendant.) (SEALED)
14

15 BEFORE THE HONORABLE DENISE L. GENTILE
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: NON-JURY TRIAL (DAY 4) - VOL. I
18

19 FRIDAY, DECEMBER 11, 2020
20
21
22
23
24

1 APPEARANCES:

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I N D E X O F W I T N E S S E S

<u>PLAINTIFF'S</u> <u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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CHRISTIE STUCKE	10/83	97	111/121	123
DAVID STUCKE	129	--	--	---

DEFENDANT'S
WITNESSES:

CHRISTIE STUCKE	132/188	254	292	--
DAVID STUCKE	300	--	--	--

* * * * *

I N D E X O F E X H I B I T S

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1 LAS VEGAS, NEVADA

FRIDAY, DECEMBER 11, 2020

2 **P R O C E E D I N G S**

3 (PROCEEDINGS BEGAN AT 09:08:34 A.M.)

4 (THE FOLLOWING TRANSCRIPT CONTAINS MULTIPLE
5 INDISCERNIBLES DUE TO POOR RECORDING QUALITY)

6
7 THE COURT: All right. We're on the record in the
8 Stucke matter, case D-580621. It looks -- oh, no. We have
9 somebody else on. Oh, Dave Schoen. Okay. So I'm trying to
10 figure out -- events -- okay. So we have another somebody --

11 MR. MAYO: We have David Schoen, Your Honor, from my
12 office.

13 THE COURT: Yeah, yeah. Okay. I just wanted to
14 make sure that it wasn't a duplicate. Like I know it's -- I
15 know your David isn't Dave Schoen. Okay. Sounds good. All
16 right. So we left off yesterday -- gosh, I can't even -- my
17 brain.

18 MR. MAYO: We actually had finished with my client,
19 Your Honor.

20 THE COURT: We finished -- yeah, we finished with
21 David. Okay. So Mr. Mayo, are you finished with your case in
22 chief?

23 MR. MAYO: I have some questions for the opposing
24 party.

1 THE COURT: Okay. So let me ask this question. Do
2 you want to do that now or do you want to do that altogether
3 when -- I think Mr. Page is calling her. I just -- I'm trying
4 to kind of --

5 MR. MAYO: Well, so Mr. -- as long as, you know,
6 because obviously this is my --

7 THE COURT: Case in chief.

8 MR. MAYO: Case in chief.

9 THE COURT: Yep.

10 MR. MAYO: So, you know, typically the other side
11 isn't agreeable to me being allowed -- the other side being
12 allowed to ask questions that are beyond the scope
13 (indiscernible) --

14 THE COURT: Beyond the scope. Right, right, right,
15 right. I'm just trying to, I don't know, keep it moving
16 smoothly. But, I mean, it might be better -- more smooth --
17 obviously the record is cleaner if you do it now and then --
18 and then he does his. So if you want to go ahead and call
19 Christie, that's fine.

20 MR. MAYO: Let me do -- let me do that, Your Honor.

21 THE COURT: Okay.

22 MR. PAGE: If you don't mind me jumping in here, we
23 probably need to ask the basic prove-up questions of David I
24 haven't heard asked yet. Are the parties -- are there

1 irreconcilable differences such that you can no longer live
2 together --

3 THE COURT: Right.

4 MR. PAGE: -- as husband and wife --

5 THE COURT: And then and that --

6 MR. PAGE: -- and there's no possibility of
7 reconciliation.

8 THE COURT: Right, right, right.

9 MR. MAYO: Typically, the judge -- in my experience,
10 Judge, there's always a basket net at the end anyway, so
11 that's why I was just kind of leaving it.

12 THE COURT: All right. That's fine. And also the
13 residency questions, I don't think those were asked either.
14 But that's fine. I can do it at the end or however you guys
15 want to do it. I mean, David, do you want to --

16 MR. MAYO: (Indiscernible) --

17 THE COURT: I'll ask it -- I'll ask it right now.

18 David, is it true that your tastes, views, likes and
19 dislikes have become so widely separate from Christie that you
20 cannot remain as husband and wife?

21 THE PLAINTIFF: Yes.

22 THE COURT: Is there any chance of reconciliation?

23 THE PLAINTIFF: No.

24 THE COURT: And you're the Plaintiff in this matter,

1 correct?

2 THE PLAINTIFF: Yes.

3 THE COURT: And when did you first move to Nevada to
4 live?

5 THE PLAINTIFF: April 2006.

6 THE COURT: Was it your intention then -- is it your
7 intention now to reside here at least for an indefinite period
8 of time?

9 THE PLAINTIFF: Yes.

10 THE COURT: Okay. And you're seeking for the Court
11 to grant you a decree of divorce, correct?

12 THE PLAINTIFF: Yes.

13 THE COURT: Okay. Any other questions of him? I
14 don't think there are.

15 MR. PAGE: I don't have any.

16 THE COURT: Okay. All right. So let's swear in
17 Christie.

18 THE CLERK: Okay. Raise your right hand. Thank
19 you.

20 You do solemnly swear the testimony you are about to
21 give in this action shall be the truth, the whole truth, and
22 nothing but the truth, so help you God?

23 THE WITNESS: Yes, I do.

24 THE CLERK: Thank you.

1 THE COURT: Okay, Counsel.

2 MR. MAYO: All right. Thank you, Your Honor.

3 CHRISTIE STUCKE

4 called as a witness on behalf of the Plaintiff and being first
5 duly sworn, testified as follows on:

6 DIRECT EXAMINATION

7 BY MR. MAYO:

8 Q Ms. Stucke, I want to ask you about November 26th.
9 You had told David on November 26th of 2018 that because you
10 believed he cheated on you, you were done and you told him he
11 needed to move out the next day; is that right?

12 A No.

13 MR. MAYO: David, can you please play Exhibit 86?
14 Can you put on Exhibit 86?

15 (Pause)

16 MR. MAYO: Sorry. David's at his house. I'm trying
17 to have him play it.

18 (Pause)

19 THE COURT: Is this another one of those that we're
20 not going to be able to hear?

21 MR. MAYO: No, no, no. We actually -- we fixed it
22 so it's on a shared screen.

23 THE COURT: Okay.

24 MR. MAYO: So, David, just so you know, we can't

1 hear it.

2 MR. SCHOEN: You're not able to hear it?

3 MR. MAYO: No.

4 THE COURT: No.

5 MR. SCHOEN: Okay.

6 (Pause)

7 THE COURT: What's happening?

8 MR. MAYO: Yeah, we had a trial with Judge Brown
9 last week, two days, and there was no problems playing it and
10 stuff. So let me -- let's see if he can figure it out.

11 THE COURT: We need to get -- we don't have a lot of
12 time.

13 MR. MAYO: I know.

14 MR. PAGE: Can we just come back to it then?

15 THE COURT: Yeah.

16 MR. MAYO: All right. David, can you keep working
17 on it and just let me know when it's playing?

18 MR. SCHOEN: Will do.

19 MR. MAYO: All right.

20 BY MR. MAYO:

21 Q Now, on the night of the 26th of November, 2018, is
22 it true that you had told David that because you believed he
23 cheated on you you were going to, quote, destroy everything
24 that you and he had built; is that right?

1 A I don't recall. I know that I said a lot of things
2 in the middle of a situation.

3 Q Now, you submitted your first TPO application on
4 November 27th of 2018; is that right?

5 A I believe it was around that date. It was either
6 the 27th or the 28th.

7 Q And you had -- that TPO application had been denied;
8 is that right?

9 A Yes, for an unknown reason. When I went back
10 (indiscernible) --

11 Q Ma'am -- ma'am, I'm asking you -- ma'am --

12 MR. MAYO: Your Honor, move to strike.

13 BY MR. MAYO:

14 Q I'm just asking yes or no questions, ma'am. We can
15 move quickly --

16 THE COURT: Yeah. Just answer the question, just
17 like David. Everyone wants to fill in the blanks.

18 THE WITNESS: Yes. Yes.

19 THE COURT: Just answer yes or no.

20 MR. MAYO: All right. Thank you.

21 THE COURT: He's cross-examining.

22 THE WITNESS: Yes.

23 BY MR. MAYO:

24 Q And you didn't submit your -- and then you submitted

1 a second TPO application, right?

2 A Correct.

3 Q Okay. And then you did that a week later on
4 December 6th of 2018, correct?

5 A That's correct. After I got the denial, correct.

6 Q Now, you stated in your December 6th, 2018 TPO
7 application that David was having sex with you while you
8 slept; is that correct?

9 A That is correct.

10 Q And you had stated that he threatened to take
11 custody of the children if you didn't have sex with him; is
12 that right?

13 A That is correct.

14 Q And you had received his complaint for divorce in
15 this case, correct?

16 A That is correct.

17 Q All right. And in his complaint for divorce, David
18 had -- was asking for -- asked for primary physical custody of
19 the children, with you having supervised visitation; is that
20 right?

21 A It actually was no visitation initially.

22 MR. MAYO: Sorry, Your Honor. One second.

23 (Pause)

24 BY MR. MAYO:

1 Q It didn't read Plaintiff is a fit and proper person
2 to be awarded primary physical custody of the minor children,
3 subject to Defendant's rights of supervised visitation? Does
4 that sound accurate?

5 A I had read primary sole custody. That's what I had
6 read in the initial document that I can recall.

7 Q All right. But you would admit that whatever's in
8 the actual filed complaint is what it is, correct?

9 A Yes.

10 Q Okay. Now, isn't it true when you became aware of
11 David -- when David told you that he was filing for divorce
12 that you had put a post on Facebook complaining about him
13 actually trying to divorce you, right?

14 A Yes.

15 Q And on November 28th, 2018, you told David that you
16 were willing to go to counseling about your yelling and that
17 you were even willing to consider taking medication; is that
18 right?

19 A I had discussed how we could reconcile --

20 Q Ma'am -- ma'am, is that -- ma'am is that yes?

21 THE COURT: Yes or no.

22 BY MR. MAYO:

23 Q Yes or no.

24 A Yes.

1 THE COURT: (Indiscernible).

2 BY MR. MAYO:

3 Q Okay. Thank you.

4 Now, you had sent David a text message on November
5 29th, the next day, 2018, showing a meme about you wanting him
6 to be intimate with you, touch you, kiss you, hold you; is
7 that right?

8 A That is incorrect.

9 THE COURT: Mr. Mayo --

10 MR. MAYO: Can you please pull up Exhibit 68?

11 THE COURT: Mr. Mayo, I'm so sorry --

12 MR. MAYO: What's that, Your Honor?

13 THE COURT: I'm sorry, but I'm just -- I only am
14 saying this because I need you to focus on like tell me about
15 what's related to the kids, tell me about what's related to
16 assets and debts. I know that there's a lot of foundational
17 stuff that -- but I'm just -- I'm hoping that we can get
18 through this.

19 MR. MAYO: Well, Your Honor, our offer of proof in
20 it is in regard to the allegations that were made by the
21 Defendant. These questions directly go to that issue.

22 MR. PAGE: Objection, relevance (indiscernible) --

23 THE COURT: I'll allow you to -- hold on. Mr. Page,
24 hold on. I am -- I kind of sort of did that for you already.

1 I'm just asking Mr. Mayo what's the point of this line?
2 Because I just want to -- don't want to waste a lot of time on
3 stuff that I've already heard about or that Dr. Paglini's
4 already put in his report or -- I mean, because I -- at some
5 point it's just -- it's duplicative. So I just want to know
6 what is the point of it?

7 MR. MAYO: Well, Dr. Paglini had testified that some
8 of these statements that were made were made by David, not by
9 Christie, and I'm just trying to establish that statements
10 were made by her, not just by David.

11 THE COURT: Okay. But does it -- okay. But I guess
12 I'm trying to figure out --

13 MR. MAYO: Yeah, so in the -- in the custody
14 evaluation, our case is in regards to allegations that we
15 believe the evidence shows are fraudulent by Christie that
16 Dr. Paglini stated that the Court found to be truthful --

17 THE COURT: Right.

18 MR. MAYO: -- or accurate, that it should have --
19 that it would have significantly affect --

20 THE COURT: Change it to -- yeah, okay.

21 MR. MAYO: -- (indiscernible).

22 THE COURT: All right. All right.

23 MR. MAYO: That's what my question specifically
24 added to --

1 THE COURT: Okay. All right. All right.

2 MR. MAYO: If she says no and I haven't -- and I
3 have a document that says she did --

4 THE COURT: Ok

5 MR. MAYO: -- in fairness, it's not really me, it's
6 the --

7 THE COURT: Got it. Got it. Got it.

8 MR. MAYO: Okay.

9 THE COURT: Okay. All right.

10 BY MR. MAYO:

11 Q All right. So, ma'am, could you turn to Exhibit 68?

12 A (No audible response)

13 Q So, ma'am, can you turn to Exhibit 68?

14 A Okay.

15 (Witness and Counsel confer)

16 A I'm looking at the exhibit.

17 Q All right. Do you recognize this document?

18 A Yes, I recognize the exhibit.

19 Q Okay. And it shows a November 28th, 2018, 2:53 p.m.
20 from Christie. Is this a text thread that you had with David
21 on November 29th?

22 A This is a text thread from my phone that David sent,
23 that being from my phone to his phone, yes, correct.

24 Q Okay. So you're denying you sent this to David?

1 A That is correct.

2 Q And on the remainder of the conversation, did you
3 have this conversation with David in regards to the text that
4 immediately followed?

5 A Yes, I did send those other texts. That is correct.

6 Q Okay. All right. And on November 30th you were
7 asking David whether or not he wanted to go forward with
8 filing for the divorce -- proceeding with the divorce because
9 you wanted to know whether the relationship could be saved or
10 not; is that accurate?

11 A That is correct, yes.

12 Q Okay. Now, on November 30th, did you ask David
13 about going to a BDSM rope class?

14 A No.

15 Q All right. Can we just turn to Exhibit 70?

16 A Okay. I'm here.

17 Q All right. Now, do you recognize this text exchange
18 between you and David?

19 A That is correct.

20 Q Okay. And on it you have a text on November 30th,
21 4:56 p.m., asking David if he wanted to go to the rope class
22 with you; is that correct?

23 A This is a class that we were hosting and making
24 money for, so it was at one of our (indiscernible) --

1 Q Ma'am -- ma'am, my question is -- my question is yes
2 or no.

3 A Yes, for the purpose of the class (indiscernible) --

4 Q Ma'am -- ma'am --

5 THE COURT: Again, you guys are --

6 THE WITNESS: (Indiscernible) --

7 MR. MAYO: Yes or no? It's not difficult.

8 THE COURT: Yeah. Just stick with it because we're
9 going to be here all day and another --

10 THE WITNESS: Okay. Sorry about that.

11 THE COURT: -- and I'm not going to give you
12 another. We've got to get it over with so --

13 MR. MAYO: Understood.

14 THE WITNESS: Well, I know (indiscernible) --

15 THE COURT: -- just answer the questions.

16 THE WITNESS: -- (indiscernible) a picture of me
17 naked in a picture (indiscernible) --

18 THE COURT: Answer the questions. Stop.

19 THE WITNESS: That's not appropriate.

20 THE COURT: Just like your attorney objected when
21 David tried to fill in the blanks, you can't fill in the
22 blanks. Let Mr. Page ask the questions when it's his turn.

23 BY MR. MAYO:

24 Q Okay. So that was a yes, ma'am?

1 A Yes.

2 Q Okay. And there's a photo that you had that was
3 sent to you from that rope class from that evening; is that
4 correct?

5 A That's correct.

6 Q Okay. And that was from David?

7 A A private photo, yes.

8 Q Okay. And you told this Court under oath at the
9 January 2020 hearing that you didn't know if you would call
10 what you say happened between you and David on November 28th,
11 2018 as rape; isn't that right?

12 A Excuse me?

13 Q You told this Court under oath at the January 2020
14 hearing that you did not know if you would call what you
15 allege happened on November 28th as rape; isn't that correct?

16 A No. Not correct.

17 Q Did you have friends provide letters in this divorce
18 case alleging David had allegedly abused you for years?

19 A I -- I don't know what's in every letter, but I had
20 people write letters for me in support of the situation
21 (indiscernible).

22 Q All right. And if -- Ms. Delorio (ph) had told
23 Dr. Paglini that you had never reported any claims of abuse by
24 David prior to the divorce commencing; is that right?

1 A That is not correct.

2 Q Okay. And did Ms. Delorio in her conversation with
3 Dr. Paglini report any claims by you of abuse prior to this
4 divorce commencing?

5 A She did mention him, the physical confrontations
6 that we had had.

7 Q Okay.

8 A And David showed video (indiscernible) --

9 Q And your friends -- ma'am -- ma'am -- and your
10 friends --

11 A -- (indiscernible) --

12 Q Ma'am, in the letters from your friends, they had --
13 you had them mention terms of alleged abuse throughout the
14 marriage; is that correct?

15 A That's correct, there was abuse throughout the
16 marriage.

17 Q Okay. Ma'am, you answered the question. Thank you.
18 All right. I want to --

19 MR. MAYO: David, can we try to play that audio now?

20 MR. SCHOEN: Yes. Let me get it going.

21 MR. MAYO: Okay. Start (indiscernible).

22 MR. PAGE: What exhibit is this allegedly?

23 MR. MAYO: What's that?

24 MR. PAGE: What exhibit is this allegedly?

1 MR. MAYO: This is Exhibit -- I think 86.

2 (Pause)

3 MR. MAYO: Hey, David, we still can't hear it.

4 MR. PAGE: Unless I'm deaf, I can't hear anything.

5 THE COURT: And it doesn't -- if it's a video, it's
6 not showing anything either.

7 MR. MAYO: No, it's just an audio. So I'll keep on
8 going because I want to keep moving. All right.

9 So I'll just have -- David, just try to see if you
10 can fix it. All right.

11 BY MR. MAYO:

12 Q Ma'am, I want to move on in terms of some other
13 financial issues. Did David speak to you on November 26th,
14 2018 about what he believed to be a gambling problem that you
15 had?

16 A I don't recall.

17 Q If you could look at Exhibit 62, please.

18 MR. PAGE: You said 60, right?

19 MR. MAYO: 62.

20 THE WITNESS: Okay. I'm looking at the --

21 BY MR. MAYO:

22 Q Is this a --

23 A -- the document.

24 Q Okay. And is this a text exchange that you had with

1 David on November 27th, 2018?

2 A It looks accurate, yes.

3 Q Okay. Now on the next page --

4 A I'm sorry. Say again?

5 Q Sorry. I was asking you to turn the page.

6 A Okay. Yes.

7 Q Okay. On November 26th, 2018, 8:28 a.m., David
8 writes: You burned thousands of dollars in the casino without
9 a thought. Is that part of the conversation you had with
10 David?

11 A Yeah, I see that where he typed that.

12 Q Okay. Now, you stated during this litigation that
13 you could not afford your monthly expenses; is that correct?

14 A I said that I was strained in my expenses if I was
15 going to save up money to try to move.

16 Q Ma'am, I'm asking you if you've stated during this
17 litigation that you said that you couldn't afford your monthly
18 expenses. It's yes or no.

19 A I didn't say that I couldn't afford them. I said
20 that I was strained --

21 Q Ma'am --

22 A -- in my finances. That would be a no then.

23 Q So your testimony is that you -- okay. You keep
24 answering. It's yes or no. So is it your testimony that you

1 didn't -- you have or you have not ever said during this case
2 that you cannot afford your monthly expenses? Yes or no?

3 A I did not state it in that way.

4 Q So that's a no?

5 A Correct.

6 Q Okay. And you stated that you had so little money
7 that you needed David to take over payment of the mortgage on
8 West Maule from December 2019 forward; is that correct?

9 A I requested such so that I could save up --

10 Q Ma'am -- ma'am. It's a yes or no. This is not
11 hard. If you have problems listening to my question --

12 A Yes.

13 Q You do have a problem. Okay. Is it -- if you can
14 answer yes or no -- can you answer yes or no?

15 A Yes.

16 Q Okay. Thank you. All right. Can you answer that
17 question, please?

18 A Could you restate the question, please?

19 Q Yes, of course. You stated you had -- that you were
20 limited financially to the extent that you said you needed
21 David to take over payment of the West Maule mortgage starting
22 in December 2019, correct?

23 A I did not state it in that way, no.

24 Q Oh, so you could afford to keep paying the mortgage

1 on West Maule from 2019 in December onward; is that correct?

2 A If I didn't have to move that was the -- the
3 statement that I was having trouble at that moment but that I
4 would be able to afford it in the near future because I was
5 waiting on money (indiscernible) --

6 Q Okay. Ma'am -- ma'am -- ma'am, listen to the
7 question. I'm asking about the mortgage.

8 THE COURT: I got -- I got her answer.

9 MR. MAYO: Okay.

10 THE COURT: And I know what she said.

11 THE WITNESS: Thank you.

12 MR. MAYO: I'm just asking her if she's saying she
13 could or couldn't afford to pay the mortgage on West Maule.
14 That's all I was asking, not whether she could afford to
15 move --

16 THE COURT: Right. Go ahead. Answer yes or no.
17 Answer yes or no.

18 THE DEFENDANT: Yes.

19 BY MR. MAYO:

20 Q Okay. So you could afford it. Is that yes?

21 A I couldn't afford it at the time.

22 Q Okay. And the same question in regards to the van.
23 Is your answer yes you could afford to pay it or -- in terms of
24 loans or, no, you couldn't afford to pay the loans?

1 A Because of the increased cost of the (indiscernible)

2 --

3 Q Ma'am, I'm asking you if it's yes -- it's a yes or
4 no question.

5 A Yes.

6 Q This isn't hard.

7 A Yes.

8 Q Okay. Thank you.

9 THE COURT: Most of the questions that Mr. Mayo will
10 ask are going to be yes or no. Just answer those. And then
11 Mr. Page will ask you the follow-up to fill in the blanks.

12 MR. PAGE: I'll just let you fill in the blanks.

13 THE WITNESS: Okay. Thank you.

14 BY MR. MAYO:

15 Q And you would agree that if you had money to gamble
16 with then you could have applied those monies towards the
17 payment of the West Maule mortgage and the Chrysler van loan;
18 is that correct?

19 MR. PAGE: Objection, vague. Could you restate
20 that? I didn't understand it.

21 THE COURT: I didn't either.

22 BY MR. MAYO:

23 Q My question was -- okay. If you had the money -- if
24 you had funds to gamble with from December 2019 onward, you

1 would agree that you could have applied those funds toward the
2 payment of the West Maule mortgage and the van loan; is that
3 right?

4 MR. PAGE: Objection, incomplete hypothetical.

5 THE COURT: Overruled.

6 BY MR. MAYO:

7 Q Go ahead and answer, ma'am.

8 A Yes.

9 Q Okay. And you would agree that if you had issues
10 paying your monthly expenses, it would have been unreasonable
11 for you to use funds to gamble with during that time, correct?

12 A No.

13 Q So if you couldn't afford monthly expenses, you'd
14 believe it was reasonable for you to use the money to gamble
15 with?

16 A That's not correct.

17 Q All right. Again, let me restate the question
18 again. If your test -- if your testimony is that she couldn't
19 afford to make -- to afford monthly expenses, do you believe
20 it was reasonable for you to use monies to gamble with?

21 MR. PAGE: Objection, assumes facts not in evidence.

22 MR. MAYO: Actually I've already established facts
23 in terms of all our financial summaries.

24 MR. PAGE: Objection, foundation.

1 THE COURT: Wait, wait. What did you say, Mr. Page?

2 MR. PAGE: Two objections. Assumes facts not in
3 evidence, the second is foundation.

4 THE COURT: Well, okay, wait. You only get one.
5 You're saying assuming facts not in evidence? The facts are
6 in evidence that there was money pulled out --

7 MR. PAGE: (Indiscernible) establish foundation of
8 whether she had money or whether she gambled.

9 MR. MAYO: We've already established, Your Honor, in
10 regards to our case in chief, facts that show that monies were
11 utilized by the Defendant for gambling in 2019 and 2020. I
12 think that's sufficient for the initial foundation.

13 THE COURT: I don't think she denies that, but I'm
14 going to overrule the objection.

15 MR. MAYO: Right. So if she doesn't deny it --
16 okay.

17 THE COURT: Yeah.

18 BY MS. MAYO:

19 Q Go ahead and answer, ma'am.

20 A Can you restate the question, please?

21 THE COURT: Please. Because I forgot the question
22 too.

23 MR. MAYO: Okay. No problem.

24 BY MR. MAYO:

1 Q You would agree that if there were expenses that you
2 were saying you could not afford to make that it would be
3 unreasonable for you to use community funds to gamble at the
4 same time?

5 A I would agree to a certain degree.

6 Q And you would agree that if you had issues making --
7 paying monthly expenses that it would be irresponsible for you
8 to use community funds to gamble with at the same time?

9 A I would agree to a certain degree.

10 Q And what would be that certain degree?

11 A Meaning that there are advantage gambling things
12 that is needed, money, to spend money to make money with the
13 advantage gambling business. So in that respect, if I was
14 going to spend a hundred dollars to make \$300 then that does
15 make sense to spend that money.

16 Q All right. So now when you've gambled in 2019 and
17 2020, you consistently lost money, correct?

18 A Incorrect.

19 Q All right. And how much are you claiming that you
20 won in 2019 gambling?

21 A I don't have a tally of that. I have not kept a
22 bookkeeping of my winnings.

23 Q And according to bank records that -- sorry.

24 According to the financials and ledgers that we have looked at

1 in this case, you would agree that you were consistently
2 gambling every month, correct?

3 A I did Advantage gambling every month, yes.

4 Q And isn't it true that you've never claimed any
5 income from gambling on any of your Financial Disclosure Forms
6 in this case, correct?

7 A That is not correct.

8 Q All right. Please point out to me which Financial
9 Disclosure Form lists you having gambling winnings.

10 A Sure. Where is my Financial Disclosure -- which
11 exhibit and I'll show you?

12 MR. PAGE: (Indiscernible) the record.

13 THE WITNESS: Okay. In the supporting documents
14 with my Financial Disclosure Form I included a breakdown that
15 it did include all cash deposits of winning from gambling, as
16 well as my regular income from my work, as well as my income
17 for my self-employment and rental income as well that I was
18 getting from roommates.

19 BY MR. MAYO:

20 Q Ma'am, I'm not asking about rental income. I was
21 asking you about gambling.

22 A Well, I'm trying to tell you the document that it's
23 in where I stated that I've included that and that the cash
24 amounts are within the detailed pages following the financial

1 disclosure. Well, all of them. I included it in all of them
2 because I knew he was going to do this.

3 MR. PAGE: Some are his and some are yours, just so
4 you're aware.

5 THE WITNESS: Yeah.

6 (Witness and Counsel confer)

7 THE COURT: Can you just give us the date of the
8 filed document?

9 MR. PAGE: We're looking for it right now.

10 THE WITNESS: Well, there was one done on 9/14/2020
11 that I signed on 9/14/2020, so that should be around that time
12 frame. And then on page 2 of that I do put gross monthly
13 income from all sources, which includes those sources.

14 BY MR. MAYO:

15 Q Is that Exhibit 194? Is that -- you said it's
16 September of 2019 or 2020 FDF?

17 MR. PAGE: 2020. Okay.

18 THE COURT: She's saying 2020.

19 BY MR. MAYO:

20 Q Let's look at Exhibit 194.

21 A Where is it?

22 Q Sorry. I believe it's Exhibit -- the one I have is
23 197.

24 A So on page 2 it does say gross monthly income from

1 all sources, and all sources being including money that I
2 would win from advantage gambling would be in that amount.

3 Q Okay. And so that -- you have listed on there the
4 total \$4,090 per month, right?

5 A With all incomes coming in, yes.

6 Q Okay. So that totals --

7 A To me personally, let's say that (indiscernible) --

8 Q -- \$49,080 for 2019; is that correct?

9 A Say that again?

10 Q That totals \$49,080 for 2019?

11 A That does not total that (indiscernible) --

12 Q \$4,080 (sic) --

13 A -- because I get different amounts different months.

14 No. That's -- no.

15 Q Well, this is -- ma'am, this is your FDF. This is
16 your -- this is your average --

17 A Right, but this is just one month.

18 Q -- of what you're making from income. Ma'am, let me
19 finish my question.

20 THE COURT: Can I ask you where you -- where this
21 FDF comes from? Because the one that's filed is different
22 than --

23 MR. MAYO: This is one that we had asked for to
24 (indiscernible) --

1 THE COURT: There are two of them.

2 MR. MAYO: -- filed an FDF --

3 THE COURT: Hold on. I'm -- hold on.

4 MR. MAYO: (Indiscernible) she said she disclosed in
5 the FDF.

6 THE COURT: Hold on. I'm just looking at -- she
7 said there's one on 9/14. That's what I was looking at. This
8 one's slightly different.

9 THE WITNESS: That is from February.

10 THE COURT: Okay. Go ahead.

11 THE WITNESS: But if you look at that actual Bates
12 number --

13 BY MR. MAYO:

14 Q Ma'am, let's just go -- ma'am, let's go through my
15 questions. Okay?

16 A Well, you asked me to point out --

17 Q My question is on page 2 --

18 A -- where I said I included my (indiscernible) --

19 Q Please, ma'am. Ma'am -- ma'am --

20 MR. MAYO: Your Honor, move to strike.

21 THE COURT: Yeah. Christie, just answer the
22 question and focus. We're never going to get finished. But
23 I'm going to close this trial out. So if you want to testify,
24 make sure you focus.

1 So, Mr. Mayo.

2 MR. MAYO: Thank you, Your Honor.

3 BY MR. MAYO:

4 Q On page 2, in terms of this FDF that you have, you
5 list gross monthly income from all sources \$4,090; is that
6 correct?

7 MR. PAGE: I'm sorry, which one are you referring
8 to, Counsel?

9 THE WITNESS: To me personally that's --

10 MR. MAYO: Exhibit 197.

11 MR. PAGE: Okay.

12 THE WITNESS: Like if you go further into the
13 exhibit (indiscernible) --

14 BY MR. MAYO:

15 Q Ma'am -- ma'am, you're not listening to the
16 question. This is not hard, ma'am.

17 THE COURT: Just answer the question. He'll get
18 there.

19 MR. PAGE: It's okay, Christie. I'll clean up. I
20 see what you're referring to and I'll get to it.

21 THE WITNESS: All right.

22 MR. PAGE: And --

23 THE COURT: Well, we don't know if he's got -- hold
24 on. Mr. Mayo -- just let him finish. One question at a time.

1 Mr. Mayo.

2 BY MR. MAYO:

3 Q So again --

4 A Okay.

5 Q -- for the tenth time, in terms of page 2 of this
6 document you list gross income from all sources as \$4,090; is
7 that accurate?

8 A To me personally, yes.

9 Q Okay. Now, if you turn now to your explanation
10 following the signature page, can you turn to that page?

11 A Yes.

12 Q Okay.

13 A I don't see a Bates number at the bottom.

14 Q And I apologize. I don't have one on there. But do
15 you see the page I'm referring to? It's -- it has summary of
16 dates --

17 A You mean the summary?

18 Q -- income, expenses, you have a red --

19 A Yes.

20 Q Okay. All right. Now, on here you list business
21 income and you list what you claim are expenses and you list a
22 net, which for 2019 you had as \$38,364; is that correct?

23 A Yes.

24 Q Okay. And you also list add to the net my personal

1 expense, \$49,100.04. What is that, ma'am?

2 A Those are items that I spent out of the business
3 accounts and/or personal accounts because I did commingle
4 funds. And so I separated my personal expenditures from my
5 business that I did from all the different accounts and added
6 that to my total income.

7 Q All right. So you're saying that the 49,000 are
8 personal expenses that you paid for from the business?

9 A From all accounts. So whenever there was a personal
10 expenditure from any of the business accounts, because I had
11 multiple business accounts, and if I spent personally I
12 documented it personally and that's the personal amount that I
13 had spent from those accounts that I added to my income.

14 Q Okay. Including business accounts?

15 A Correct.

16 Q Okay. So on here you list total personal income as
17 \$87,464.17.

18 A Correct.

19 Q For 2019?

20 A For 2019, correct.

21 Q Okay. And so -- sorry -- you said the 49,100 was
22 what you had paid for for personal expenses from the business
23 accounts and your personal account?

24 A Well, I -- not me from my personal account because

1 that's money I calculated in as income, so that -- no, it
2 would just be the business account.

3 Q Okay. Your prior testimony was --

4 A Otherwise I'd be including it twice.

5 Q -- it was from all of the accounts -- Sorry. Say
6 again?

7 A Otherwise I'd be including what I've already
8 calculated as income as twice, so that would (indiscernible)
9 --

10 Q Right. But previously you testified it was all
11 accounts that you had. That's why I'm trying to clarify.

12 A All business accounts.

13 Q Okay. So if you have \$38,364 in regards to income
14 from your -- from the business -- businesses and then income
15 that the business -- expenses that the businesses paid for,
16 where does that include gambling winnings?

17 A Gambling winnings were cash deposits that I put into
18 my personal account and counted as income.

19 Q Okay. And what were your cash deposits that you
20 included as income for 2019?

21 A I'd have to go back and look at every statement,
22 but, you know, I did not -- I can look at the breakdowns in
23 the further documentation. Let me see if there's a cash
24 deposit option for personal. Looking now. I don't -- I don't

1 see it in here. I can provide probably a breakdown out of
2 Mentz (ph). Mentz is very good for exporting by category, so
3 I can probably get you that income amount. But it is included
4 in my -- any deposit that was put in my personal checking as
5 cash deposits from gambling I did include with my income. And
6 I said such in the next following page.

7 THE COURT: Right. If you look at the next page --

8 MR. MAYO: No, I see the next page, Your Honor.

9 THE COURT: Okay.

10 BY MR. MAYO:

11 Q All right. My point is in terms of --

12 THE COURT: I understand.

13 Q -- a breakdown as we sit here, you don't have
14 anything in terms of a number, correct?

15 A Correct. And there was cash amounts that probably
16 (indiscernible) --

17 Q Ma'am (indiscernible) the question.

18 Now, you stated you had Brian Steinberg representing
19 you in 2019, correct?

20 A Correct.

21 Q All right. And he had withdrawn from the case; is
22 that accurate?

23 A Yes.

24 Q All right. And he had withdrawn based on the fact

1 that he -- that you had not paid him the fees that he was
2 owed, correct?

3 A Actually, no.

4 Q All right. So he filed a motion to withdraw based
5 on your failure to pay his fees. That -- you admit that
6 motion said that you were not paying his fees, correct?

7 A Yes, he filed a lien.

8 Q Okay. And that was for fees that you -- that he was
9 claiming you owed him?

10 A That's correct, but that's --

11 Q Okay.

12 A -- (indiscernible) with the bill.

13 Q Okay. And Ms. Throne, Dawn Throne, had represented
14 you in this case as well, correct?

15 A Yeah.

16 Q Okay. And she had withdrawn from the case due to
17 lack of payment by yourself on her bill; is that correct?

18 A Yes. Actually violating a verbal agreement
19 (indiscernible) --

20 Q Okay. You've answered -- ma'am, you've answered the
21 question.

22 A -- (indiscernible) --

23 Q Ma'am, you're --

24 MR. MAYO: Your Honor, motion -- move to strike.

1 THE COURT: I can't strike it, but I can disregard
2 it.

3 BY MR. MAYO:

4 Q Ma'am, we're trying to move through this, just yes
5 or no.

6 A Yes.

7 MR. PAGE: I'll bring it up on my redirect.

8 THE WITNESS: Yes.

9 MR. MAYO: That's fine.

10 (Pause)

11 THE COURT: Mr. Mayo?

12 BY MR. MAYO:

13 Q And you would admit that if you had not utilized
14 monies for gambling that you would have had funds to continue
15 to pay for their services, correct?

16 A No. Not at the rate they were charging, no.

17 Q And do you dispute David's analysis that you have
18 withdrawn \$134,000 from ATMs and casinos and gambling
19 establishments in 2019 and the first six months of 2020?

20 A I don't have a tally of how much ATM withdrawals, so
21 I don't dispute it. I do normally withdraw cash and use cash
22 on a regular basis. That is how I've managed for many years,
23 even during the marriage and prior to the marriage.

24 Q And what expenses do you on a regular basis use cash

1 for?

2 A I pay the daycare cash. They require cash. I pay
3 the lawn guy cash, I pay the pool guy usually cash, I usually
4 use cash for the -- what we call our bank for Advantage
5 gambling. Those are many of the uses for cash, as well as
6 babysitters. They want cash.

7 Q All right. And if there are -- if in David's
8 financials and summaries it shows babysitters, pool guys, bug
9 guys being paid from your business -- from your accounts, that
10 would not be ATM withdrawals, correct?

11 A I paid many bills from my accounts.

12 Q Correct. What I'm asking you for is if those bills
13 -- if any of those bills that you had just referenced are
14 indicated as being paid directly from your accounts, not
15 through ATM withdrawals, then it's true that a lot of those
16 are actually being paid through accounts, not paid in cash,
17 correct?

18 A Sometimes it would be paid digitally when a vendor
19 would take digital and other times I paid cash
20 (indiscernible).

21 Q Okay. So, I'm sorry, one more time. Which ones are
22 you saying that you had spent -- you had paid in cash?

23 A There were some months where I paid digitally or
24 some months I paid in cash. It doesn't -- like one month I

1 paid the pool guy digitally, and the next month I pay him in
2 cash. You know, it doesn't mean that I'm not paying them
3 every month digitally or, you know, it just depends on the
4 circumstance how he'll take it at that time or if I have cash
5 on me. Sometimes I would pay him cash --

6 Q Ma'am, you're exceeding --

7 A -- sometimes I would pay him digitally.

8 Q Ma'am, you're exceeding -- you're exceeding the
9 question I have, and it's taking time. I was asking you, not
10 (indiscernible) I was asking you which ones you were saying
11 that you were paying for in terms of cash. So who are you
12 saying --

13 MR. PAGE: (Indiscernible) --

14 BY MR. MAYO:

15 Q -- that in 2019 and 2020 you've paid in cash for
16 services?

17 A There is not a hard line as far as cash versus
18 digital other than daycare. Daycare always only accepts cash.
19 Everybody else would work with me via either digital or cash,
20 so if I had cash on me I would pay them cash. If I didn't
21 have cash on me and they would accept digital payment, there
22 were times I made digital payments to vendors. So there's no
23 hard line as to -- as far as other than the daycare that only
24 took cash at the daycare.

1 Q Okay. So tell me again, just tell which vendors
2 you're talking about.

3 MR. PAGE: I think she just said, Counsel, it
4 varies.

5 MR. MAYO: I know, and that's --

6 THE COURT: I heard it. I have her -- I have her
7 testimony on it.

8 MR. MAYO: Okay. All right.

9 THE COURT: Do you need it again?

10 MR. MAYO: No.

11 BY MR. MAYO:

12 Q Other than those, is there anyone else, Your Honor
13 -- I mean, Ms. Stucke?

14 A As far as what? Could you repeat (indiscernible).

15 Q As far as paying in cash.

16 A Yeah, there's tons of reasons to use cash. I --

17 Q Okay. Please list those for me.

18 A (Indiscernible) you know, there's a variety of
19 reasons for paying in cash. (Indiscernible).

20 MR. MAYO: Your Honor, is there (indiscernible) I'm
21 having a hard time (indiscernible) response.

22 THE COURT: There is a slight echo. I don't know
23 how big it is on your end, but just --

24 MR. MAYO: It's funny. It wasn't bad until just

1 that -- that answer.

2 THE COURT: Yeah.

3 MR. MAYO: For some reason -- my volume's pretty low
4 already.

5 THE COURT: Yeah. Hopefully it doesn't happen
6 again. But I have all the bank records and I hear her
7 testimony.

8 MR. MAYO: Okay.

9 THE COURT: And I can take -- I can evaluate that.

10 MR. MAYO: All right.

11 THE COURT: It's against her -- the Exhibit 197 as
12 against everything, so. And 197's been admitted already.

13 MR. MAYO: Okay.

14 BY MR. MAYO:

15 Q So, ma'am, just to be clear, the prior page we were
16 looking at, the one that starts attached please find my
17 yearly.

18 A Wait. The -- which page? The one that we were just
19 looking at?

20 Q On Exhibit 197, yes, ma'am.

21 A Okay.

22 Q It was the prior page. It's the one that says --
23 it's your description. It says attached please find my
24 yearly.

1 A Okay. I have it.

2 Q Okay. So the \$38,364.13 that you list, it's your
3 testimony that that includes your gambling winnings; is that
4 correct?

5 A Yes, I believe that is correct.

6 Q Okay. Now, in terms of -- you would agree -- and I
7 want to go through this pretty quickly. You would agree that
8 groceries are not a legitimate business expense?

9 A If you work from home, part of it could be for food
10 benefit and lunch.

11 Q Okay. So it's your position that you having lunch,
12 breakfast, and dinners is an expense that you can write off;
13 is that correct?

14 A Not all meals but a reasonable amount.

15 Q Okay. And so you're saying --

16 A (Indiscernible) --

17 Q So you're saying that's -- let me ask it this way so
18 we can move through it a little quicker. You're saying that's
19 necessary for you to conduct your business, correct?

20 A It is a benefit that my business can pay for legally
21 tax-wise that I take advantage of, yes.

22 Q So for your groceries at home, you're saying that is
23 a legitimate business expense; is that correct?

24 MR. PAGE: Objection, asked and answered.

1 THE COURT: Yeah. I mean --

2 MR. MAYO: Okay.

3 THE COURT: Yeah. Sustained. Move on.

4 MR. MAYO: All right.

5 THE COURT: I got her answer.

6 BY MR. MAYO:

7 Q And any alcohol purchases, you were claiming those
8 are a legitimate business expense?

9 A No.

10 Q Okay.

11 A Unless they were bought for the Airbnb.

12 Q Okay. And I'm talking about 2019, 2020, for that do
13 you know?

14 A No, that would be probably considered a personal
15 expense.

16 Q Okay.

17 A Probably (indiscernible) --

18 Q And same thing with any entertainment for yourself
19 or for your children?

20 A For the children, yes. For myself, you know, again,
21 those are (indiscernible) tax-wise take advantage of from a
22 business to be able to pay for those kind of things.

23 Q Okay. And entertainment, was that necessary for you
24 to conduct your business?

1 A Not necessary to conduct the business, no, but
2 (indiscernible).

3 Q Okay. Thank you, ma'am. I appreciate it.

4 All right. In terms of health insurance, that
5 wasn't necessary for you to conduct your business?

6 A What are -- why -- what are you asking, if I need
7 health insurance through my business?

8 Q Ma'am, listen the question. (Indiscernible) --

9 A (indiscernible) --

10 THE COURT: But what's the -- what's the -- I have
11 to ask you, Mr. Mayo, are you saying that she's only allowed
12 to write off the things that are necessary or -- I mean, I
13 think she's testifying -- I'm just trying to follow because I
14 don't understand what the relevance is.

15 MR. MAYO: I'm testifying that she has listed many
16 of these expenses as alleged business expenses.

17 THE COURT: Okay. I get the groceries, I get the
18 alcohol but --

19 MR. MAYO: (Indiscernible) she is understating her
20 income --

21 THE COURT: -- some of them are legitimate.

22 MR. MAYO: -- by trying to --

23 THE COURT: I guess my question is are you trying to
24 look for the Court to add back health insurance expense or

1 something to that effect?

2 MR. MAYO: No. I'm trying to show -- I'm trying to
3 show that she is understating her income.

4 THE COURT: But if she's allowed to pay for health
5 insurance through the business, are you saying that I should
6 add that back as her income? Is that -- that's what I'm
7 asking you.

8 MR. MAYO: If she's allowed to deduct it for --

9 THE COURT: For business?

10 MR. MAYO: For a business expense.

11 THE COURT: Then yes or no?

12 MR. MAYO: That would be yes. That would have to --
13 her current income would have to be -- that had to be included
14 as part of her income.

15 THE COURT: All right.

16 BY MR. MAYO:

17 Q And, ma'am, do you have any Amazon purchases for
18 household or music? You would agree those aren't necessary
19 for your -- conducting your business, correct?

20 A No, I would not agree. Subscriptions and things
21 that I buy to work -- or to have at work are definitely
22 business expenses.

23 Q All right. And which expenses? Go through those
24 for me.

1 A There are a lot of expenses. That would take a very
2 long time to go through all my expenses. But I did go
3 (indiscernible) --

4 Q Okay. So as you sit here --

5 A -- (indiscernible) --

6 Q As you sit here you can't list for me any of your
7 expenses?

8 A Would you like me to go through my summary of the
9 FDF for you? Is that what you would like?

10 Q I was asking about Amazon purchases, and I said you
11 have it listed as household and music.

12 A Uh-huh (affirmative).

13 Q And I asked you if it was necessary for running your
14 business, and you said you have a lot of expenses. I'm asking
15 you about the expenses.

16 A Yes, and I said --

17 Q Which ones are (indiscernible) --

18 A I said those specific expenses --

19 Q -- purchases that you have to run your business?

20 A If I want to play music at work then that is a work
21 expense. If that makes my day of work better and I can play
22 music in the background, a subscription for music would be a
23 valid business expense. (Indiscernible) --

24 THE COURT: Mr. Mayo, what is this that you're

1 talking about?

2 MR. PAGE: I'm sorry?

3 MR. MAYO: If she has (indiscernible) --

4 THE WITNESS: (Indiscernible) seriously.

5 MR. MAYO: She (indiscernible) for household
6 expenses and for music that she had --

7 THE COURT: Where are you seeing that I guess is my
8 question.

9 MR. MAYO: That was both of her -- so on her --

10 THE COURT: Okay. But you --

11 MR. MAYO: When we had previously been in court back
12 earlier this year, she had testified that the expenses that
13 she had being paid for by the business were business expenses.
14 My position is that she is trying to change her testimony on
15 the stand but that she had previously stated anything that was
16 paid for by the business was a business expense.

17 THE COURT: Okay. But now we don't even have a
18 business? Is that what we're -- are we talking about her
19 prior business that she doesn't have anymore?

20 MR. MAYO: No. She -- well, there's three
21 businesses. One she doesn't, the other two she used the most.

22 THE COURT: Okay. Got it. Okay.

23 MR. MAYO: Okay.

24 MR. PAGE: (Indiscernible) --

1 THE COURT: Again, keep it moving. Keep it moving,
2 guys.

3 BY MR. MAYO:

4 Q You would agree that withdrawals at PT's Pub or the
5 Silverton or the Cosmo were not for legitimate business
6 expenses, correct?

7 A Restate your question, please.

8 Q In terms -- let me restate it. In terms of your --
9 in terms of the medical imaging business, you would agree that
10 withdrawals at PT's Pub or any other casinos or gambling bars
11 was not a business expense, right?

12 A I disagree.

13 Q And how is that a business expense, ma'am?

14 A Well, if I go to the ATM and I withdraw money so
15 that I can pay my daycare, and daycare is a benefit and I pay
16 them in cash, then that would be a valid business expense for
17 a cash withdrawal to have such a benefit.

18 Q You had listed on this FDF -- the next page you had
19 listed your cash includes cash from ATMs taken out my second
20 paycheck job. What was your second paycheck job at this time,
21 ma'am?

22 A I was working nights to make extra money as a
23 customer service rep for Colony Brands.

24 Q Okay. And how long did you work for Colony Brand?

1 A Over a year.

2 Q And what was the total amount of income that you
3 generated -- that you received from Colony Brand?

4 A I would have to go look back at the W2. I reported
5 it on my taxes and on my documentation here. But I don't
6 recall the exact amount, but I can recall what it was about
7 weekly.

8 Q Okay. On your 2019 W2, it says SC Data Center.
9 What is SC Data Center?

10 A That's Swiss Colony or Colony Brands Data Center.
11 That's the customer service job that I worked at --

12 Q Okay. And on that -- your W2 reports you made
13 \$2,404.95 for 2019, right?

14 A That sounds about right. That sounds about right.
15 I got one -- 150 to 200 a month approximately.

16 Q All right. Now, you also listed income from Happy
17 Coffee. What is Happy Coffee?

18 A It is a side business that I make approximately \$10
19 to \$15 every time somebody buys a monthly supply of a new
20 tropic coffee. It basically helps you feel happier, you know.
21 It's the new thing with coffee and different things. You can,
22 you know, stimulate chemicals in your brain to make you
23 happier in life. So it's a happy coffee. It's a type of MLN
24 type business, and I do make a little bit of side money from

1 that as well. So I wanted to include every little bit because
2 I knew this was going to happen, so.

3 Q All right. And have you provided us any
4 documentation evidencing your involvement in Happy Coffee?

5 A I did provide the amounts that I received that were
6 deposited into my account. I'm happy to produce a statement,
7 if you need, from the Happy Coffee website if you need. But I
8 did report it.

9 Q Okay. But you don't have any documentation here
10 today in regard to that; is that correct?

11 A It's already in the Financial Disclosure Form. That
12 is the documentation. And I listed that I included it. In
13 that next page I even said also from Happy Coffee.

14 Q Ma'am -- ma'am, you're not listening. That is your
15 summary. I'm asking you about documentation evidencing Happy
16 Coffee not (indiscernible) --

17 A It is documented Happy -- Exhibit 997 (sic).

18 Q And I'm looking on 97. Where does it say that --
19 documentation showing you making income from Happy Coffee?

20 A On the next page past the attached please find my
21 yearly 2019 months. If you look to the next page where it
22 says the income does include all cash from ATMs taken out that
23 were personal and my second paycheck job, gambling income, and
24 Happy Coffee income also.

1 Q Okay. I'm asking again the same question. I was
2 asking you about documentation evidencing (indiscernible) --

3 A Oh, if it's (indiscernible) didn't make enough money
4 to have a --

5 THE COURT: She's already said she didn't give you
6 anything else.

7 MR. MAYO: Well, she did, but then she said --

8 THE COURT: I noticed she gave you nothing else.

9 MR. MAYO: -- it's in this exhibit. That's why I
10 was following up.

11 THE COURT: But I'm notice -- I've noted that she
12 gave you nothing but --

13 MR. MAYO: Okay.

14 THE COURT: -- that notation there, Happy Coffee
15 income also.

16 MR. MAYO: Understood, Your Honor. Okay.

17 THE COURT: Because we're -- we don't have the time
18 to fight over what she didn't give you. So move on.

19 MR. MAYO: No, I understand.

20 THE COURT: Move on.

21 THE WITNESS: We're talking about (indiscernible) --

22 THE COURT: Move it. Hold on. Hold on.

23 THE WITNESS: Okay.

24 THE COURT: I'm making Mr. Mayo move on.

1 MR. MAYO: That's fine.
2 THE WITNESS: Thank you.
3 THE COURT: Thanks. I appreciate it. I'm sorry,
4 Mr. Mayo. I just -- I get your point and I know --
5 MR. MAYO: No, no. I --
6 THE COURT: If we had two weeks to sit and pick
7 every little thing --
8 MR. MAYO: I understand, Your Honor.
9 THE COURT: -- but we just don't.
10 MR. MAYO: I understand.
11 THE COURT: Yeah. I'm sorry.
12 MR. MAYO: And this is not -- this is the bigger
13 part of the questions. Actually it's going to go pretty
14 quick --
15 THE COURT: Okay.
16 MR. MAYO: -- following that.
17 THE COURT: Go ahead.
18 MR. MAYO: So let me go on that.
19 BY MR. MAYO:
20 Q Now, you had paid money to your siblings related to
21 -- allegedly related to the medical imaging business; is that
22 correct?
23 A Siblings? I have no siblings.
24 Q My apologies. Your children.

1 A I had paid money to my children, yes.

2 Q Okay. And you're saying that was for work that they
3 allegedly did for the medical imaging business?

4 A Sometimes, yes, my daughter and my kids did work for
5 me at different (indiscernible).

6 Q All right. And you didn't provide us any -- they
7 weren't W2s; is that correct?

8 A That's correct. It was just cash for mom and the
9 kids. The kids were helping me with calls and stuff.

10 Q Okay. And you didn't provide us any 1099s that may
11 have been issued (indiscernible) --

12 A No. It wasn't enough. It was never 600 for that
13 type of work, so.

14 Q Okay. And you would agree that any alleged
15 advantage gambling you're saying you undertook was not related
16 to the medical imaging businesses; is that accurate?

17 A That's correct.

18 Q Okay. And you have stated that you had fallen
19 behind in regards to your bookkeeping in 2018 and 2019; is
20 that correct?

21 A Not fallen behind. I had my books stolen.

22 Q All right. So you didn't use in a filing with the
23 court that you had fallen behind in regards to your
24 bookkeeping?

1 A Yes, to the understanding that my books were stolen
2 and that I was already behind before my books were stolen as
3 well. That is accurate.

4 Q Okay.

5 A I had not done a proper accounting prior to my books
6 being stolen either.

7 Q When you've been on vacations in Florida, have you
8 gambled while you've been there in 2019 or 2020?

9 A When I traveled to Florida I have gambled in
10 Florida.

11 Q Okay.

12 A With my grandmother, yes.

13 Q When you traveled to -- when you traveled to Reno
14 did you gamble while you've been in Reno in 2019 and 2020?

15 A Yes.

16 Q Okay.

17 A The provided free trips and things, yes.

18 Q You had told the Court on March 10th of this year
19 that you needed help, financial help from David, to afford to
20 move out of West Maule; is that correct?

21 A That's correct.

22 Q Okay.

23 A I requested such.

24 Q And that was despite the fact that you had at least

1 \$10,000 ATM withdrawals at casinos and gaming in the first
2 half of 2016 -- I mean, sorry, 2020?

3 A I'm not sure what you're asking. Can you restate
4 your question?

5 Q Are you saying that you -- you said in March you
6 asked the Court to have David help you financially to move out
7 of West Maule. And I was asking you and this was despite the
8 fact that you had spent at least \$10,000 in gaming in the
9 first half of 2020.

10 A I don't believe that I spent \$10,000 in gaming, so
11 that would be a no.

12 Q Okay. So you're saying that if financials reflect
13 that you had pulled out ATM from gaming bars and from casinos,
14 that wasn't for gaming?

15 A Not all that, no.

16 Q Okay. Now, also you had seen the gambling records
17 that we had provided for you from various casinos, correct?

18 A Correct.

19 Q Okay. And those consistently showed you losing
20 monies through gaming; is that correct?

21 A On their paperwork, what they're showing as, yes,
22 might be showing as a negative loss, but that doesn't mean
23 that's my money that's being lost. It is money that is
24 promotional money that is being lost. Because the losses

1 (indiscernible) --

2 Q On your FDF --

3 A -- (indiscernible) to income if you look at it that
4 way.

5 Q I'm sorry, say again?

6 A I said if you look at all the losses and tally them
7 up, you would see that it way outweighs my total income. So
8 it is not, you know, based upon, you know, monies that I put
9 in and lose of my own monies.

10 It's if I get let's say \$200 or \$300 of free play
11 and I'm playing that free play and then I'm putting that money
12 into the machine -- and let's say I win 500 on that \$300 of
13 free play, and I'm playing that machine and I put in 200 or
14 \$300 back and that is lost in the machine, that is counted as
15 a loss even though -- not from any personal income of my own.
16 Do you understand that?

17 Q I do. But you do understand that at the end all of
18 these statements are showing that you have a massive negative.
19 It's not like you put in 500, won a thousand, and you walked
20 away with 500.

21 A So let me ask you a question. If I had \$300 of free
22 play and I go and I play that \$300 of free play and I make --

23 Q Ma'am -- ma'am, listen to my question.

24 A -- \$500 --

1 Q Ma'am, listen to my question. Ma'am --

2 A -- (indiscernible) --

3 THE COURT: Hold on guys. Hold on guys. Hold on.

4 I'm just going to -- did you -- I don't know if you've
5 admitted those records, but I do know how to read them.

6 MR. MAYO: We did admit them.

7 THE COURT: I do understand the in and out and in
8 and out and I understand all of that.

9 MR. MAYO: Okay. I'll move on, Your Honor,

10 THE COURT: So where if she did take 300 and she put
11 it in and she won 500, then she put back two and then she won
12 three and she put back six, I mean, I get how that works. And
13 I understand how to read those, and I've read them many times
14 in these cases so --

15 MR. MAYO: Okay. Thank you. I'll move on, Your
16 Honor.

17 THE COURT: Okay.

18 BY MR. MAYO:

19 Q Now, where are you currently working?

20 A I have had several types of employment and income.

21 Q All right. So list your jobs for me.

22 A So obviously I have my own business of Action Rad
23 Solutions, Inc., which I still have Legacy clients that are
24 paying that company and providing me funds for my IT radiology

1 services. And then I also have the -- I did have the Swiss
2 Colony Data Centers customer service (indiscernible). I no
3 longer have that.

4 And I did also -- during COVID, I got my licensing
5 and certifications to become a licensed insurance agent for
6 both medical as well as Medicare and, you know, ACA, Obamacare
7 plans, and also working for a certification with CMS as well
8 to help with their help on demand.

9 So now I do as a self-employed, but I am directly
10 contracted with the major carriers like Aetna, United, Humana,
11 and they directly pay me for my work with the insurance. So
12 I'm now doing insurance in order to create more income that
13 has been lost because of the loss of customers and clients
14 shutting down because of COVID. So I changed my career to be
15 more COVID resistant.

16 Q Ma'am, that's fine. That's fine. My question to
17 you -- my follow-up question is in terms of Action Rad
18 Solutions, how much are you saying is your net monthly income
19 from Action Rad?

20 A I only have a couple customers left, so I have
21 probably I think maybe around \$6,000, \$7,000 of checks coming
22 in from current clients from that business prior to any
23 business expenses and/or any other type of expenses related to
24 the business.

1 Q And in regards to -- you currently work for Las
2 Vegas Medicare Pros?

3 A That is the agency which I am working underneath,
4 but I am a non-captive self-employed agent.

5 Q And what is your --

6 A But that's my --

7 Q -- what are your gross earnings? What are your
8 gross earnings from Las Vegas Medicare Pros?

9 A I have -- because Medicare you work during the
10 Medicare open enrollment, which has just ended December 7th.
11 That work does not get paid until January of the next year.
12 So you don't get paid until the government pays the carriers,
13 which is January, and then the carriers pay you in January.
14 So I have not received the money from my time and energy
15 working with Las Vegas Medicare Pros yet.

16 Q All right. And what is your -- I mean, you're doing
17 substantial work for, you know, for your own support. So
18 obviously you know what you're going to receive. So what are
19 you going to receive?

20 A I have an idea of what I receive. This is my first
21 time getting paid. But in general, it's around \$300 an app,
22 and I believe I did between 40 to 50 apps, which is considered
23 a stellar year for a new Medicare agent. But there's some
24 apps that fall off or get charged back where people disenroll.

1 So I don't know the exact amount at this time that
2 I'm going to get in January, but it should be hopefully
3 between 10 and 15,000, I hope. Not bad for a month and a half
4 of busting my butt.

5 Q All right. And you had said -- so that's simply
6 commission based?

7 A That is -- it's contract based through both the
8 government and the carriers.

9 Q All right. And have you provided us any contracts
10 that you have related to this work?

11 A I just recently did -- started doing this as of
12 October 15th when open enrollment began. So I have -- I did
13 provide knowledge that I had changed careers, but I had not
14 provided any contract. But it is a federal set number for the
15 app. There's no change. It pays the same throughout all
16 carriers. It's a set amount. I think it's 278, to be
17 accurate, is what they pay for the Medicare app.

18 Q Okay. And what other income do you generate, ma'am?

19 A I have some side income businesses such as the Happy
20 Coffee and I was doing some IT support, you know, on the side
21 (indiscernible) helping (indiscernible) software products. So
22 I do some IT stuff --

23 Q I'm so sorry. I'm getting this horrible echo just
24 now. Try again.

1 A Say that again?

2 Q Okay. Sorry. You had an echo there. So during
3 that when you were talking there was an echo and it just
4 stopped. So my apologies. Again, it's the echo in your end,
5 but it stopped.

6 THE COURT: So she was saying IT support for legal
7 software products?

8 MR. MAYO: All right. And --

9 THE WITNESS: Correct, yeah. (Indiscernible) --
10 BY MR. MAYO:

11 Q Hold on. Hold on. What does that IT support
12 consist of?

13 A I'm sorry, say again?

14 Q What does the IT support that you say you do consist
15 of?

16 A Fixing printers, assisting with application issues
17 and PC issues, logging in remotely to help or assist in an IT
18 problem with a person's computer for software.

19 Q All right. And how -- and what do you -- and what
20 business do you run that through?

21 A Action Rad Solutions.

22 THE COURT: I have a quick question. So, Christie,
23 do you sell like a -- or do you work with a company that does
24 specific software that you're like implementing or is it just

1 that you're helping them, you know, function from a support
2 level?

3 THE WITNESS: I do work with one specific company
4 who I am currently trying to help them with their product
5 organization branding. It's called ZuluCare. Zulucare.com.
6 And I've been doing an exchange with them. John Killcommons
7 is the owner of that business and he has worked out an
8 arrangement with me to help me provide me hosting services
9 (indiscernible) costing me a lot of money with my business
10 when COVID happened.

11 He agreed to let me help him try to organize his
12 products for sale and be a product manager for that company in
13 exchange potentially for some hosting that he has in his
14 ability to provide to me. So I'm talking and working with him
15 now to potentially be also a product manager and just get him
16 set up, so his sales people will have everything organized to
17 sell those products. So I'm doing that for that company as
18 well. Those are just some of my skill sets that I have that I
19 am trying to make use of wherever I can.

20 THE COURT: Sure.

21 THE WITNESS: (indiscernible) --

22 THE COURT: Sure. Okay. And Zulu Care, is that a
23 medical thing or is that a --

24 THE WITNESS: Yes, it's a medical information system

1 product --

2 THE COURT: Got it.

3 THE WITNESS: -- and medical imaging product that
4 they represent. Because of my experience with my own company,
5 he asked me to help him with that.

6 THE COURT: Sure. Okay. I just wasn't sure because
7 when I was asking you about the products I was actually
8 focusing on the legal software products, because you said you
9 helped people with their legal software products, but that
10 makes sense --

11 THE DEFENDANT: Yeah (indiscernible).

12 THE COURT: Pardon me?

13 THE WITNESS: I'm a CLEO consult and I'm an
14 AbacusLaw consultant.

15 THE COURT: Abacus. Okay. All right. Got it. All
16 right.

17 THE WITNESS: I have been for many years.

18 THE COURT: Okay. Very good.

19 All right. Mr. Mayo?

20 MR. MAYO: That's fine. Thank you, Your Honor.

21 BY MR. MAYO:

22 Q All right. Ma'am, any other -- and what are you
23 generating from that work in terms of income?

24 A It is ad hoc at this time. I don't have any monthly

1 contracts at this time, so it's when basically lawyers or
2 people call me and ask me for help. Usually it's when they're
3 migrating to a new QuickBooks, you know, et cetera, and then
4 I'll do, you know, a fee for helping them migrate data or move
5 data or set up data.

6 Q Are you providing work for anyone on a regular
7 billable hour basis?

8 A Yes.

9 Q And what is that?

10 A I work with a law firm up in New York, Bianco Law.
11 I assist them with, you know, printer issues, IT issues, I'm
12 helping them with the CLEO migration at this time, and I'm
13 regularly billing them.

14 Q All right. And what's been the income that you've
15 generated from that work?

16 A It varies, depending on how many hours.

17 Q Give me an average. Give me an average.

18 A A couple hours or more a month, you know, with all
19 the little things, 15 minutes here, 15 minutes
20 (indiscernible). I think I billed a thousand dollars last
21 month for them.

22 Q Any other work that you have?

23 A I'm trying to think if I have any other than the
24 advantage gambling and the -- yeah, I think that's everything.

1 Q And are you doing any work for any prior clients
2 that you've had for the medical imaging, not through Action
3 Rad?

4 A I'm not sure what you mean. Can you restate your
5 question?

6 Q My question is are you doing any work for any prior
7 clients, the medical imaging business, that you provide not
8 through Action Rad?

9 A Meaning Medical Systems Group or Atomic Radiology?
10 Can you be more specific?

11 Q Your business is primarily historically in terms of
12 medical imaging -- reading medical images, right?

13 A No. My history of medical imaging is software IT
14 services for radiology and the medical imaging, and then we
15 started the reading services with Atomic Radiology. That was
16 a second business.

17 Q Right. And so what I'm asking is if you're --
18 currently you have only Action Rad still in existence; is that
19 accurate?

20 A That is correct, yes.

21 Q Okay. I'm asking you --

22 A (Indiscernible) --

23 Q -- do you provide any work that you historically did
24 through Atomic Radiology or PCCG, do you still do that that's

1 not through Action Rad?

2 A I still have contracts that were written with
3 Medical Systems Group or PC (indiscernible) that I now --
4 because that company is closed, have moved and have currently
5 coming in through Action Rad Solutions. Because both were my
6 companies.

7 Q All right. Now, in terms of there is a -- there's
8 three entities that were in existence at the time of this
9 divorce; is that right?

10 A No.

11 Q All right. So there wasn't Atomic Radiology at the
12 time of the divorce?

13 A That was -- there were two, Atomic and Action Rad.
14 The Medical Systems Group was closed prior to marriage, just
15 to be clear.

16 Q Okay. Hold on. So there's -- I was just talking
17 about legal entities. I was saying there's three of them.
18 There's PCCG. That was in existence at the time of the
19 divorce, correct?

20 A No, that was not. That was closed prior to the
21 divorce -- prior to the marriage, prior to even meeting David.
22 That's why I started Action Rad because I had legal issues
23 with my last business partner, and I was told by my attorney
24 to start a new corporation and I started Action Rad Solutions.

1 And so that was done way before I met David.

2 Q All right. So you had Action Rad Solutions and you
3 had Atomic Radiology, correct?

4 A That is correct.

5 Q And Atomic Radiology was commenced during the
6 marriage, right?

7 A That is correct.

8 Q Okay. And you had told David during the divorce
9 that you were shutting down Atomic Radiology, right?

10 A No, that is incorrect.

11 Q Did you shut down Atomic Radiology during the
12 divorce?

13 A It is not shut down currently, but it is defunct.

14 Q So you agree -- well, strike that.

15 All right. And the other business, the other one
16 you say Action Rad you had prior to the marriage, that one
17 continues in existence, correct?

18 A I'm sorry, say again?

19 Q Action Rad is one that you had prior to marriage?

20 A I had both of the Action Rad and the Medical Systems
21 Group businesses prior to marriage, correct.

22 Q Okay. And you had claimed that business income went
23 down after a doctor who you had managing other doctors had
24 quit. That was Dr. Sunee (ph); is that right?

1 A Dr. Sanee (ph), yes. He was my medical director.

2 Q Okay, ma'am -- ma'am, that's a yes or no. I'm
3 trying to move through this quickly. Just yes or no --

4 A Yes.

5 Q -- is that correct? Okay.

6 A Yes.

7 Q Thank you. And you had said that he had quit
8 because allegedly he didn't want to be involved in this
9 divorce, right?

10 A That is correct. He chose to withdraw --

11 Q Okay, ma'am. Yes or no. Again, it's not hard.

12 A Yes.

13 Q Yes or no?

14 A Yes.

15 Q Thank you. All right. And do you recall the judge
16 asking you in January of this year in court if you had any
17 documentation evidencing this is the reason Dr. Sanee was
18 allegedly no longer working for you?

19 A Yes. And I did file (indiscernible) --

20 Q All right. Ma'am, again, that's a yes. Thank you
21 very much.

22 A Yes.

23 Q Next question. And you didn't provide us any --

24 A Yes.

1 Q -- documentation supporting that claim, correct?

2 A No. I did provide documentation supporting the
3 claim. I provided Dr. Sanee's letter of resignation.

4 Q All right. Do you recall asking about -- being
5 asked about an affidavit from Dr. Sanee regarding his position
6 regarding quitting?

7 A I recall discussing it, and I said that I
8 (indiscernible) --

9 Q Okay. You didn't provide us an affidavit from Dr.
10 Sanee, correct?

11 A I did not have a (indiscernible) --

12 Q Okay, ma'am, it's yes or no. Ma'am, it's yes or no.
13 This isn't hard.

14 A That's correct. Correct.

15 Q Okay. Thank you. Thank you. And you had said that
16 you had imaging software that you needed to upgrade; is that
17 right?

18 A Yes, I have imaging software that needs -- still
19 requires an upgrade.

20 Q Okay.

21 A That's why I changed careers.

22 Q All right. And you would agree that you had the
23 funds that you had spent on gambling that could have been used
24 to upgrade the software for the business, right?

1 A No.

2 Q Okay. We had requested updated account statements.

3 MR. MAYO: And, Your Honor, we did -- pursuant to
4 your request, we had stated that we had provided information
5 for the updated asset page. It was disclosure number 16.

6 THE COURT: Right.

7 MR. MAYO: We did provide that to Your Honor and to
8 opposing counsel as an exhibit. Just wanted to address that
9 housekeeping issue.

10 THE COURT: Okay. And did you -- you sent them in
11 electronically?

12 MR. MAYO: Yes, Your Honor.

13 THE COURT: Okay. They haven't made it to my
14 exhibit list yet -- or to my exhibit folder yet, but they
15 will.

16 MR. MAYO: Okay. That's fine.

17 THE COURT: Okay. And you provided them to counsel?
18 Counsel, you have them?

19 MR. MAYO: I did, Your Honor.

20 MR. PAGE: The ones in October?

21 THE COURT: Right.

22 MR. MAYO: Right.

23 THE COURT: So you wanted him to make exhibits out
24 of both the documents that he wanted to use and then the ones

1 that were provided at the end of October, make them all
2 exhibits, so I directed him to do that. And so he's made them
3 all exhibits so that I had the supporting documentation for
4 the updated numbers in that chart.

5 MR. MAYO: Correct.

6 THE COURT: Okay. And you provided Mr. Page with
7 your exhibit packet?

8 MR. MAYO: We did, Your Honor.

9 THE COURT: Okay.

10 MR. PAGE: Mr. Page, do you know -- do you recall
11 getting it? I guess I'm just making sure that he knows he has
12 it.

13 MR. MAYO: Oh, sure.

14 MR. PAGE: The exhibits I received have to do with
15 my client's updated --

16 THE COURT: I know, but he was supposed to have
17 updated that, and he's saying he sent it to you.

18 MR. PAGE: No.

19 THE COURT: And I assume you sent that via email,
20 Mr. Mayo?

21 MR. MAYO: We did. I believe we had e-served it. I
22 can get my paralegal, who is here, to pull up the
23 confirmation.

24 THE COURT: Okay. So, Mr. Page, maybe check your

1 email for (indiscernible) --

2 MR. PAGE: I'm looking at my email right now. The
3 only thing I received was the van loan seems correct and
4 received at 4:59 yesterday.

5 MR. MAYO: There is that one. That was the -- that
6 was the second one, and then there was a first one. Do you
7 not have the first one?

8 MR. PAGE: I received nothing via e-service other
9 than what was received yesterday.

10 THE COURT: Which are, as I understand it what
11 you're saying, Mr. Mayo, are those are the other exhibits that
12 I told you to submit?

13 MR. MAYO: There was. And then there was one that
14 we had mislabeled as an exhibit -- as an exhibit, so we had
15 sent the corrected label for that. So there's two disclosures
16 that had made. The first one was a sixteenth set, the second
17 one was correcting it. It was in regards to the --

18 THE COURT: No, no, no. I'm just asking did you
19 provide him with all the exhibits you were talking about that
20 you updated in October?

21 MR. MAYO: Yes. Everything -- yes. Everything I --
22 I'm just referring to what was in our sixteenth set, and we
23 did provide him those.

24 THE COURT: Okay.

1 MR. MAYO: If he wants additional confirmation, I
2 can get my paralegal to print up the confirmation.

3 THE COURT: Okay. Because you created exhibits out
4 of them, correct?

5 MR. MAYO: Correct.

6 THE COURT: And what are those numbers?

7 MR. MAYO: That should -- and again, that's what was
8 -- because we had received the portal from your staff and we
9 sent it. It would be the next one in order. I think it says
10 (indiscernible) --

11 THE COURT: Well, it can't be because I made -- I
12 made the parenting plan -- or, I'm sorry, I made Dr. Paglini's
13 report 207, which is the next one.

14 MR. MAYO: 217.

15 THE COURT: Okay. 217. All right.

16 MR. MAYO: No, I'm sorry. It's 216. I have it
17 right here. 216 is the sixteenth set of disclosures; 217 is
18 the van loan statements, the corrected one.

19 THE COURT: Got it. Okay.

20 MR. MAYO: And again, Fred, just let me know. If
21 not, I will have my staff pull up the confirmation. And if
22 for some reason you still don't have it I'll resend it.

23 MR. PAGE: Mr. Mayo, I don't have your additional
24 exhibits.

1 MR. MAYO: Okay.

2 MR. PAGE: As indicated, all they received yesterday
3 was updated statements for the van.

4 MR. MAYO: Okay. I'll have my -- we'll take a --
5 when we take a break, Your Honor, I'll have my -- I'll talk to
6 my staff and have them get the confirmation and just send it
7 again.

8 THE COURT: Okay. All right. Go ahead.

9 MR. PAGE: (indiscernible) --

10 MR. MAYO: And we can move through this quickly.
11 Exhibits 207, 208, and 209 are the updated Wells Fargo
12 statements. I can -- I have questions, but I'm happy just
13 moving them into the record and I can just ask her -- I mean,
14 I can bring it up in my closing or I can ask her if the --
15 well, I mean, we're all stipulating to this. It's just bank
16 statements, so I assume they wouldn't be an issue in regards
17 to 207, 208, and 209.

18 MR. PAGE: 207 is Dr. Paglini's report.

19 MR. MAYO: You know what? So we had -- when we had
20 submitted them, Your Honor, it was prior to you saying 207 was
21 Paglini's report. Just so you know, the ones that we had
22 submitted are the Wells Fargo statements, 207, 208, and 209.
23 So if we need to change 207 to some other number, we can do
24 that. Does that make sense?

1 THE COURT: Yeah, it does. I mean --

2 MR. MAYO: Prior to you saying -- prior to you
3 saying Paglinis' report was confidential and marked as 207, we
4 had already provided the Wells Fargo statements as 207 through
5 209.

6 THE COURT: And those are sent through my portal,
7 correct?

8 MR. MAYO: Correct.

9 THE COURT: But I don't have them yet. All right.
10 Okay.

11 MR. MAYO: The Wells Fargo statements?

12 THE COURT: I don't -- hold on one second. I'm
13 looking to make sure that I -- hold on. Let me reopen my
14 exhibits again. Stick with me.

15 MR. MAYO: No problem.

16 THE COURT: I just closed them. Why? I don't know.
17 See, I only have up to 206. That's why I -- on day one or day
18 two this week I said we'll call that 207, because I only had
19 up to 206.

20 MR. MAYO: Well, you only had up to 206 at the time
21 of -- as of September, and then these are (indiscernible) --

22 THE COURT: No, as of Wednesday. As of Wednesday.
23 What I'm saying is in my portal as of Wednesday I only had
24 206. That's why I called Dr. Paglini's report 207, because I

1 didn't have anything else in the portal.

2 MR. MAYO: Okay. We had -- we've received
3 confirmation I believe from Belinda saying that they were
4 received, but I'm happy to resend them.

5 THE COURT: Well, I don't -- I don't know how they
6 get into the portal, into our electronic exhibits. I think
7 that goes through the Clerk's Office, but I could be wrong. I
8 just don't know how they make it there. I just know they end
9 up there. So, yeah, interesting. All right.

10 MR. MAYO: Okay. So I believe Mr. Page has our 207,
11 208, and 209, which are the updated Wells Fargo statements.

12 THE COURT: Okay.

13 MR. MAYO: Again, for purposes of the updated
14 statements we were just asking to move them into the record --

15 MR. PAGE: (Indiscernible) --

16 MR. MAYO: -- (indiscernible) her Wells Fargo
17 statements.

18 THE COURT: Hold on. He's talking. What is he
19 saying?

20 MR. PAGE: Counsel, what I'm saying is I have -- the
21 only statements I have are my client's updated statements that
22 were provided to your office. I don't have any of your
23 updated statements as exhibits yet.

24 MR. MAYO: Right.

1 THE COURT: Wait.

2 MR. MAYO: And so I just said I'm going to -- when
3 we take a break or I can stop right now, but I figured better
4 during a break, I can have my assistant (a) get the proof that
5 we sent it, but (b) at any rate I can resend them to you. But
6 for the purposes of right now --

7 THE COURT: Okay. So why don't you do that now and
8 let's take a break because it's been an hour and a half.

9 MR. MAYO: Oh, sure. That's no problem, Your Honor.

10 THE COURT: Let's take that break, and then let's
11 just start back up at 10:45. Give you 10 minutes to find
12 them, send them to Mr. Page, and then I --

13 MR. MAYO: Honestly, I've got about maybe five more
14 minutes in questions.

15 THE COURT: Okay. And then -- and really you could
16 email them, you know, to me too. That way I can at least -- I
17 don't know. I don't know how we'd get into the drive. I
18 guess we could --

19 MR. MAYO: Well, I might have to Dropbox them. I
20 don't -- I think your email would probably (indiscernible) --
21 I don't know how good your email --

22 THE COURT: Oh, yeah. You're probably right. Yeah.
23 See, that's the thing. I don't know how they get into the
24 drive. Don't send them to me. Do me a favor. Don't send

1 them to me. All right. We'll just make sure that they get
2 into the exhibit drive and then we'll go from there.

3 MR. MAYO: Thank you, Your Honor.

4 THE COURT: So whatever you need to do to make sure
5 they get there and then we'll confirm that they make it. So,
6 all right.

7 MR. MAYO: Sounds good.

8 THE COURT: So we'll take a break now, and then
9 we'll start back up at 10:45. In the meantime, send all your
10 updated exhibits to Mr. Page. Okay?

11 MR. MAYO: All right. Thank you.

12 THE COURT: All right. Thanks, guys.

13 (Off record)

14 THE COURT: We're back on the record. Mr. Mayo?

15 MR. MAYO: All right.

16 THE COURT: Uh-oh, we lost Fred Page. Oh, there he
17 is.

18 MR. MAYO: There he is.

19 THE COURT: Okay.

20 MR. MAYO: So we did send those to -- we did send
21 them to Your Honor. I just don't know when it's actually
22 going to come through. But we sent to Fred --

23 MR. PAGE: (Indiscernible) I'm looking at it now.

24 THE COURT: Okay.

1 MR. MAYO: Say again, Fred?

2 MR. PAGE: I did receive it. I'm looking at it now.

3 MR. MAYO: Oh, sure.

4 MR. PAGE: I'm looking at Exhibit 216. 216 is

5 actually a conglomeration of a number of different statements.

6 They're not segregated out. It's not a big deal. That's just

7 how we got it.

8 MR. MAYO: Yeah, no. And I -- I was just trying to

9 be quick about it, so. But I can represent it's the --

10 THE COURT: But those are the updated statements

11 that you talked about?

12 MR. MAYO: Correct.

13 THE COURT: Okay.

14 MR. MAYO: All right. So in terms of the Wells

15 Fargo statements, again, what we had given to Fred was 206

16 through 209. If we want to restate -- if we want to re-list

17 207, put 207A, and then 208 and 209, we can just move them

18 into the record that way, Your Honor. That's easier.

19 THE COURT: You mean like 207A being your 207 or --

20 MR. MAYO: Yes.

21 THE COURT: Or we could -- or we could just make --

22 we could -- hold on. What we'll do is we'll make

23 Dr. Paglini's report 207A, that way yours just stay in order.

24 MR. MAYO: Okay.

1 THE COURT: So, Maureen, we'll just have you change
2 that. Just add an A and add that into the list.

3 THE CLERK: I got it. Thank you.

4 (Exhibit 207A admitted; previously marked 207)

5 THE COURT: Okay. If that makes it -- that makes it
6 cleaner. That way your numbers are all straight.

7 MR. MAYO: Perfect. Thank you, Your Honor.

8 THE COURT: Uh-huh (affirmative). And you'll notice
9 I call him Dr. Paglini with no G.

10 MR. MAYO: Yeah, I was noticing that.

11 THE COURT: Whereas we say the G in page.

12 MR. MAYO: (Indiscernible) as a K.

13 THE COURT: (Indiscernible).

14 MR. MAYO: (Indiscernible). All right.

15 THE COURT: All right. Mr. Page isn't finding us
16 funny, by the way.

17 MR. PAGE: I'm listening.

18 MR. MAYO: He's concentrating.

19 THE COURT: Oh.

20 MR. MAYO: He's concentrating.

21 DIRECT EXAMINATION CONTINUED

22 BY MR. MAYO:

23 Q All right. Christie, in regards to the Wells Fargo
24 1401 account that you had given us, that's your Wells Fargo

1 business choice checking account, right?

2 A Yes.

3 Q Okay. And then there is -- in the statements
4 there's a business market rate savings account where the
5 number is completely blacked out. Why was the number
6 completely blacked out?

7 A I don't know what you're talking about. What are
8 you referring to?

9 Q It's Exhibit 207. It's your Wells Fargo account
10 statements, the one that you had provided to us.

11 A I didn't black anything out, so I'm not sure what
12 you're talking about where the document --

13 MR. PAGE: Let me see if I can find it here in your
14 stuff.

15 MR. MAYO: Sure.

16 THE WITNESS: Thank you.

17 MR. PAGE: Oh. It's -- Maria printed this off.

18 THE WITNESS: Okay.

19 THE COURT: While he's pulling that can you -- can
20 you ask her other questions?

21 MR. MAYO: Yeah, sure. Okay.

22 MR. PAGE: (indiscernible) --

23 MR. MAYO: While she's looking at that I can't.

24 THE COURT: Oh.

1 MR. PAGE: Repeat that. Which one are you referring
2 to?

3 MR. MAYO: It is Exhibit 207. It's Bates number 00
4 -- sorry. It's Bates number 48.

5 MR. PAGE: Judge, (indiscernible).

6 MR. MAYO: All right. And so we don't know what
7 accounts that is.

8 MR. PAGE: Counsel, as a Supreme Court rule I
9 believe for Social Security numbers for account numbers we're
10 supposed to redact everything but the last four.

11 THE COURT: Right.

12 MR. MAYO: Right. So you're saying that the second
13 blocked out is her Social Security number?

14 MR. PAGE: No. See account number -- under Supreme
15 Court rule we're supposed to block out account numbers except
16 for the last four and Social Security numbers but the last
17 four.

18 MR. MAYO: Right. But my point is --

19 THE COURT: Is it the entirety?

20 MR. MAYO: So on this one it shows Wells Fargo
21 business choice checking, two pages (indiscernible) --

22 MR. PAGE: Oh, I don't know --

23 MR. MAYO: -- blacked out everything ex -- but 1401.
24 On the second one, the business market rate savings the entire

1 number is blocked out.

2 MR. PAGE: Oh, I -- why I did that I don't know.

3 THE COURT: All right. So for the record I need to
4 know what account that is, the one that's blacked out
5 completely in terms of at least identifying number.

6 THE WITNESS: That's more than likely the savings
7 account directly related to (indiscernible) --

8 MR. PAGE: This is --

9 THE WITNESS: But I didn't black that out.

10 THE COURT: Right. Mr. Fred (sic) said that he
11 already -- he did that and doesn't know why he did it.
12 Mr. Page.

13 MR. MAYO: It's a small account, so he can -- if you
14 can give us those last four digits at some point I think that
15 will be sufficient.

16 THE COURT: Yeah, guys. Just like on the break or
17 whatever just get the --

18 MR. MAYO: Yeah.

19 THE COURT: -- get the last four so they know
20 what --

21 MR. MAYO: Okay. That's fine.

22 THE COURT: -- account that is (indiscernible).

23 MR. MAYO: All right. So, Your Honor, do we have 20
24 -- we have 207 through 209 admitted now?

1 THE COURT: No. They'll be admitted. Nobody
2 objects, right? Mr. Page, those are your documents?

3 MR. PAGE: No objection.

4 THE COURT: Okay.

5 MR. MAYO: Okay.

6 THE COURT: We'll admit them, and I'm hoping I get
7 them sometime soon.

8 (Plaintiff's Exhibits 207 through 209 admitted)

9 MR. MAYO: I know. We're -- you know what, I'm
10 going to actually go and I'm going to get educated in regards
11 to how that process works because --

12 THE COURT: Okay. I should probably do the same.

13 MR. MAYO: -- (indiscernible) we're just basically
14 hoping it gets spit out in the other end (indiscernible-audio
15 break) to.

16 THE COURT: Nope. It doesn't.

17 MR. MAYO: Now, Your Honor, I've got -- I've got --
18 there's three exhibits, Exhibits 202, 203, 204 that are her
19 filings that have been filed. I was either going to -- I can
20 either highlight portions of it in my closing arguments or I
21 can ask her about them.

22 THE COURT: I would prefer you save the time for
23 something that I can --

24 MR. MAYO: Yeah, I'm fine -- I'm fine doing that.

1 THE COURT: Because anything that I can refer to
2 with you guys telling me take a look at this in closing, you
3 know, in closing argument.

4 MR. MAYO: Yeah.

5 THE COURT: I would prefer that so that we can
6 utilize the time for testimony that you don't already have.
7 You know, you don't need to prove the point to me with --

8 MR. MAYO: Yeah.

9 THE COURT: -- by someone disagreeing with you. You
10 know what I mean?

11 MR. MAYO: And that's why -- that's why I brought
12 this up. So I'm fine with that.

13 THE COURT: Yeah.

14 MR. MAYO: But for purposes of the record, I have to
15 have it in the record. So it's basically --

16 THE COURT: Yeah.

17 MR. MAYO: -- our Exhibits 202 to 204 -- 202, 203,
18 204, which are her March 13, 2019 opposition, her June 2019
19 opposition, and her September 2019 opposition.

20 THE COURT: Okay. So as of now, at least according
21 to what my records show, the 202 and 204 have been admitted;
22 203 has not been admitted. If you want to admit it as an
23 exhibit, that's fine.

24 MR. MAYO: Yes.

1 THE COURT: I don't -- I mean, I'll allow it in.
2 That's fine. That way it's part of the record. I know that
3 they say we don't have to do that but I (indiscernible) --

4 MR. MAYO: I know, but then some people say you
5 don't and --

6 THE COURT: I prefer it.

7 MR. MAYO: Yeah.

8 THE COURT: I prefer it. That way it's all part of
9 the total exhibits -- the evidence, so.

10 MR. MAYO: Correct.

11 (Plaintiff's Exhibit 203 admitted)

12 MR. MAYO: And the same thing -- the last one is
13 2013 (sic), which is her June 2nd, 2020 response to
14 opposition.

15 THE COURT: Okay.

16 MR. MAYO: Okay.

17 BY MR. MAYO:

18 Q All right. Let's finish up here. Ma'am, did you
19 utilize Three Square earlier this year?

20 A No.

21 Q You never went to Three Square and obtained food for
22 yourself from it?

23 A No.

24 Q All right. And you didn't post on Facebook that you

1 had gone to Three Square and obtained food from them?

2 A No. I went to a church and told people about a
3 church that was giving out some food. That was not Three
4 Square.

5 Q So there weren't -- there weren't photos of food
6 that you had obtained from a social service on your kitchen
7 table?

8 A That was from the church.

9 Q Okay. All right. And which church was that, do you
10 recall?

11 A It was -- it's the one on Sunset and Pacos.

12 Q Okay.

13 A I'd have to go back and look. I was invited by a
14 friend.

15 Q That's fine. And that was this year, right?

16 A Yes. And I had posted so that other people would
17 know about the food resources available to them.

18 Q Now you're asking -- just a couple more questions.
19 You're asking for joint physical custody in this case; is that
20 right?

21 A Yes.

22 Q Okay. And are you still of the position that you
23 believe David had inappropriately sexually abused Sarah?

24 A I am of the concern of such still. I don't know

1 what happened. I believe what my daughter is telling me. I
2 don't have any proof. I don't know what happened. But I do
3 have concerns, yes.

4 Q Okay. So, and again, I'm just trying to get a
5 direct answer. You're saying you believe your daughter, that
6 she -- that David had inappropriately touched her; is that
7 correct?

8 A My daughter said some disturbing things to me that
9 have created concern for me.

10 Q Okay. Is that yes or no in terms of stating that
11 David had inappropriately touched her?

12 THE COURT: Wait a minute.

13 MR. PAGE: (Indiscernible) --

14 THE COURT: Wait, wait. She -- hold on.

15 Mr. Mayo, could you repeat --

16 MR. MAYO: Let me -- let's try -- I'll strike and
17 rephrase.

18 THE COURT: Because I think that she's -- I think
19 she's answered it, but go ahead and ask -- what are you trying
20 to get to?

21 MR. MAYO: I'll strike and rephrase.

22 BY MR. MAYO:

23 Q Is it your position that you believe that David had
24 inappropriately touched Sarah, yes or no?

1 A I don't know what happened. I just know what my
2 daughter is telling me.

3 Q And you don't believe it's enough of a concern where
4 you're seeking primary custody, correct?

5 A I do believe it's enough of a concern, but I've been
6 told multiple times that there's -- you know, it's 50/50 and
7 that's the way it is and I have to deal with that. And that's
8 what I've been told over and over again, so I'm doing what I'm
9 told. I'm being compliant with all of these rules, and I am
10 doing what I'm told.

11 Q After the allegations came out, you had told the
12 Court that when the concept of therapy for Sarah had been
13 thrown out as an option you had told the Court you didn't
14 believe she needed therapy, right?

15 A That is not true. I'm the one who advocated for a
16 therapist.

17 Q So if on the Court June -- January court hearing you
18 had said that you don't believe a therapist was necessary,
19 you're saying that's inaccurate?

20 A That is inaccurate, yes.

21 Q Okay. Isn't it David who actually requested that
22 Sarah talk to a counselor about the allegations?

23 A No. It was actually me that -- and got a referral
24 from CPS for such.

1 Q And David's been the one who has been paying for
2 those sessions, correct?

3 A He was court ordered to do so, yes.

4 Q Didn't David actually volunteer at the January
5 hearing to pay for those sessions?

6 A The judge asked him if he would pay and he said he
7 would.

8 Q How long -- okay. Have you -- you have told people
9 in regards to what Sarah conveyed to you, correct?

10 MR. PAGE: I'm sorry, what?

11 MR. MAYO: Sorry. Strike that.

12 BY MR. MAYO:

13 Q You've told friends of yours what Sarah had conveyed
14 to you in regards to the allegations against David; is that
15 correct?

16 A I have talked to some people close to me to discuss
17 what to do about such concerns, yes.

18 Q And you've told friends of yours -- you've called
19 David a pedophile to them; isn't that right?

20 A I have never called David a pedophile.

21 Q And you've told people that David has
22 inappropriately touched Sarah in terms of your friends; isn't
23 that right?

24 A I told them what Sarah had told me and that I had

1 concerns.

2 Q So that's a yes?

3 A No. I never said that he touched her
4 inappropriately. I told you what Sarah told me, and I
5 conveyed what Sarah had explained to me to other people and
6 told them my concern and what should I do.

7 Q In the first session between yourself, David, and
8 Ms. Wilburn, isn't it true that you had called David a
9 pedophile?

10 A No, that's not accurate.

11 Q Isn't it true that you speak of David in a negative
12 connotation in front of the children?

13 A No.

14 Q And isn't it true you've left the children with
15 babysitters while you've gone out gambling on your custody
16 days?

17 A No.

18 Q Did you call David a pedophile in front of
19 Ms. Wilburn's intern?

20 A No. There was no intern. What intern? I've never
21 seen anybody else but Donna at her place.

22 Q Isn't it true that you've -- over this last year
23 you've gotten high in front of the children while the children
24 have been in your care?

1 A No.

2 Q Do you do any side work as a cuddle companion?

3 A No. There's a dating website for people that like
4 cuddling.

5 Q But you haven't done any work in that capacity?

6 MR. PAGE: Objection, relevance.

7 MR. MAYO: It's income.

8 THE COURT: What is the relevance? Well, she's
9 saying no.

10 MR. MAYO: Well, no. She said that she was on a
11 dating website. I asked her if she was being compensated for
12 that -- for cuddling of people.

13 THE WITNESS: They pay for the website subscription.
14 They pay the website to contact (indiscernible), you know, to
15 speak with (indiscernible). It's like any dating website.

16 BY MR. MAYO:

17 Q But you get paid for those --

18 A No, they pay the website.

19 Q I'm asking if you get paid.

20 A No.

21 Q During this case in terms of --

22 MR. MAYO: Just a couple more, Your Honor.

23 BY MR. MAYO:

24 Q In this case, have you -- isn't it true that you've

1 added content to letters that you've had your friends submit
2 to this Court?

3 A I'm not sure what you're -- I don't know what you're
4 asking me.

5 THE COURT: Could you be more specific?

6 BY MR. MAYO:

7 Q You've had friends and family provide the letters
8 for your position in this case; is that correct?

9 A They have provided letters, yes.

10 Q Okay. And isn't it true that you've added content
11 to those letters that they didn't specifically authorize?

12 A No. They signed and authorized every document
13 themselves and affidavits with notary on anything that was
14 submitted.

15 Q So you're saying they were all notarized?

16 A Yes.

17 MR. PAGE: They were all notarized?

18 THE WITNESS: Almost all of them, yes. I believe
19 all of them.

20 MR. MAYO: No further questions, Your Honor.

21 THE COURT: Okay. Mr. Page, do you want to -- I
22 guess the question becomes -- I guess we need to do it this
23 way. We need to have you do your cross or your direct
24 (indiscernible) client in response to Mr. Mayo's questioning.

1 And then I assume, Mr. Mayo, you'll be finished.

2 I'm assuming.

3 MR. PAGE: I'll do everything I can to stay within
4 the scope.

5 THE COURT: Okay.

6 CROSS-EXAMINATION

7 BY MR. PAGE:

8 Q You were asked questions about events that occurred
9 at the inception of the divorce. Were you emotional at that
10 time?

11 A Yes, very emotional at that time.

12 Q Were you distraught?

13 A Yes.

14 Q You were asked as -- a statement that is alleged
15 that you made in this case that you cannot afford the
16 expenses. Have you ever said that?

17 A In tandem with regards to trying to have money to
18 move.

19 Q What did you mean you would be stressed, when you
20 testified to that, being able to afford everything?

21 A Meaning that most places are going to require
22 deposits, down payments, things of that nature, and I had not
23 yet saved up enough money. And if I was going to have to
24 cover all the bills and the mortgage, it would be very

1 difficult to find extra money to save in order to have enough
2 money to be able to move.

3 Q You were asked about whether David was asked to take
4 up the mortgage payment for West Maule. Why -- did you make
5 that statement?

6 A I had asked him for help. I notified him that I was
7 having trouble financially and that I hadn't been paid from
8 customers. And I was expected to get some customer pays in
9 but I did not (indiscernible) to pay on time, and I did not
10 want the payment to be late.

11 And I did notify David via OurFamilyWizard of this
12 situation so that he could avoid a late payment and told him I
13 was having trouble. And then I brought it to the Court about
14 that situation because it had caused me a lot of output
15 (indiscernible) as well as the vehicle repairs and the vehicle
16 warranty. And I asked him for help at that time when I needed
17 it.

18 Q You were asked some questions -- let's sort of
19 assume some facts not really in evidence and ask is it
20 unreasonable for you to gamble if you cannot meet your
21 expenses? When you are at a casino, what is advantage
22 playing?

23 A Advantage playing is a number of variables that
24 exist within -- between the casino gaming and the odds of the

1 machine as also to the marketing or promotional credits or
2 monies that you receive back for such play and how they are
3 calculated.

4 And usually, like for example, one casino said they
5 would give you 20 percent for every jackpot, for example. And
6 if you do the math on the odds on a certain particular gaming
7 machine, playing a certain number of Keno, or poker, or
8 whatever and running a game simulation, you can figure out
9 your risk to ruin and how much money you would have to expend
10 to potentially make a profitability of a percentage above and
11 beyond your input or loss -- and your initial loss factor,
12 meaning that -- we did a promotion at Cosmo, for example,
13 where if you rang up 10,000 points in one day, which would
14 result in approximately a 2 to \$3,000 loss, and that's not
15 definite, but it could be a 2 or \$3,000 loss, that you would
16 then in the following months receive a thousand dollars of
17 free play a week in month one, \$500 in free play a week in
18 month two, and month three would be 250 of free play in month
19 three.

20 And knowing these systems and how they work, and
21 utilizing them in that money that comes back to you in the
22 free play and then playing it on a (indiscernible) percentage
23 payback machine and cashing those monies in to your personal
24 pocket is one way of advantage gambling. There are other ways

1 as well, but that is one good example of understanding what it
2 is, how it works, and how you can basically manipulate the
3 marketing promotions with the gambling to make a
4 profitability.

5 And usually when you get labeled as an advantage
6 gambler, you get pushed off of the gambling promotions. It's
7 not illegal, but it's just you're basically being smarter than
8 the casinos are at doing their math with regards to gaming
9 machine odds and promotional credits that they're providing
10 you and you taking advantage of them, exactly what it sounds
11 like.

12 Q During the marriage, who had the math skills to
13 figure out those odds?

14 A David. I never did advantage gambling before I met
15 him.

16 Q For what types of companies was David working?

17 A He works for gaming companies.

18 Q Okay. What was his job duties -- what were his job
19 duties at those gaming companies?

20 A He was the mathematician. He was responsible for
21 creating the gaming odds in Excel spreadsheets for such, as
22 well as running game simulations to figure out risk to ruin
23 and the profitability percentage of payback for those
24 machines.

1 Q Then did -- what did you and David do to take
2 advantage of that knowledge?

3 A He would run the game simulations to figure out what
4 were good promotions or not, and we would together, not only
5 us, but we used to bankroll others into the business as well.
6 So we would get cards from multiple different people and we
7 would take a group of people to a casino for a particular
8 promotion. For example, the one at The Plaza we played Keeno
9 for 24 hours with five different people to bankroll the
10 approximately \$20,000 in order to make 16,000 off of The
11 Plaza. And then we were blacklisted for advantage gambling at
12 The Plaza.

13 Q During the pendency of this case, you went to a
14 casino. What was the purpose of you going to the casino?

15 A To cash in promotional credits and/or promotional
16 items such as dinner, shows, you know, hotel nights, things of
17 that nature. David participated with me in those events.

18 Q Was he -- what were the policies in place at this
19 employer as it relates to him being allowed to gamble?

20 A Well, his initial employer did not allow any
21 gambling unless it was authorized. I don't know what his
22 current provider, you know, allows, but it varies per company
23 their policies on whether their staff can gamble. But
24 generally it's frowned upon unless it's for (indiscernible).

1 Q You were also asked that -- whether you had to --
2 your attorneys had to withdrawal because of nonpayment.
3 You've indicated Mr. Steinberg withdrew, but it was for --
4 wasn't for inability to afford the fees?

5 A That's correct. We had already agreed to a payment
6 plan, but basically because he was going to retire and when he
7 realized that the Abrams & Mayo Group was the other side and
8 he realized this was going to drag out probably for years, he
9 said basically I do not want to do this (indiscernible) --

10 MR. MAYO: Objection, Your Honor, hearsay.

11 THE WITNESS: -- (indiscernible) --

12 MR. MAYO: Your Honor, objection to hearsay.

13 THE COURT: Sustained. Hold on. Hold on. Well --

14 THE WITNESS: And I did not --

15 THE COURT: Sustained. Hold on. Hold on. Hold on.
16 Hold on. Unless it's offered for the truth of the matter
17 asserted, I'm going to sustain that. If there's any other
18 exception -- but at this point it sounds like it's offered for
19 that.

20 MR. PAGE: (Indiscernible) under the hearsay
21 (indiscernible).

22 BY MR. PAGE:

23 Q Did Mr. Steinberg withdrawal for reasons other than
24 nonpayment?

1 A Yes.

2 Q As to Ms. Throne, what happened there as it relates
3 to the amount of money that she charged?

4 A I gave her a bunch of money and we had agreed to a
5 verbal agreement of a payment plan. But because in the
6 contract that I signed it didn't have a specific amount for
7 that payment plan, she then came back at me with -- asking for
8 more money than what was verbally agreed to and then kept
9 raising the amount of what I needed to pay per month per -- we
10 had agreed to a thousand dollars of payment a month, and then
11 she charged me 3,000 for the first month, which I paid, and
12 then another -- she tried to charge me five, and I didn't have
13 it.

14 And I said we had agreed to this and now you're
15 charging me all this money and I can't afford to keep paying
16 you this way. And then so she withdrew because she didn't
17 honor the verbal commitment. And then she pushed her paper
18 contract to me and said, well, I didn't agree to any specific
19 amount so it just says I'll work with you on a payment plan; I
20 didn't say I would agree to the amount that you requested
21 (indiscernible) --

22 MR. MAYO: Objection, Your Honor. This is all
23 hearsay.

24 THE WITNESS: So that was the fallout.

1 THE COURT: I'm not going to consider it for the
2 truth of the matter asserted. It's just we know that it was
3 for nonpayment, right, at the end of the day?

4 THE WITNESS: Yes, correct, when I refused to pay
5 her more because she was exorbitant and she charged me things
6 that caused me problems in my case like lis pendens, which I
7 had to clean up myself.

8 BY MR. PAGE:

9 Q You were asked about withdrawals from ATM machines
10 and you were asked about some things that you paid for such as
11 daycare, lawn, pool, sometimes for advantage gambling,
12 babysitter. What other items did you also pay in cash?

13 A I bought groceries with cash, I bought meals with
14 cash, I bought entertainment with cash, I have bought things
15 for my work with cash, I -- you know, I use cash on a cash --
16 I usually keep cash on me. That's how I operate.

17 Q What has been the pattern throughout the time you
18 and David were married to each other as how you would pay for
19 day-to-day living items?

20 A I would usually pay cash and/or we would -- I would
21 put it on my credit card sometime. (Indiscernible) we used --
22 yeah. Well, the business was another story, but that's --

23 Q You were asked about things like Happy Coffee and
24 Swiss Colony, which you do not do any longer. You were also

1 asked about Action Rad, Atomic Radiology and PCCG. Of those,
2 only Action Rad is only in -- is the only one that is in
3 business?

4 A Correct.

5 Q You were also asked or you gave testimony about
6 trips to Florida and for Reno for gambling. Could you expound
7 upon that a little bit?

8 A Sure. One of the benefits of advantage gambling is
9 that many of the casinos will provide free travel, free room
10 and exorbitant amounts of free play. Even now, in the
11 coronavirus, they're giving hundreds of dollars to get you
12 just to come to the casino to play and utilize that money, the
13 promotional money, you know, to come out. And so, yes, I did
14 (indiscernible).

15 Q I will get into this in our case in chief, but as it
16 relates to the gambling records, and I think you testified to
17 this fairly detailed on their cross that as far as when you
18 receive monies from the casino and you play that in that
19 doesn't necessarily mean that you're playing your own money?

20 A That is correct, although some promotions require
21 your own money.

22 Q But those things are still reflected in as cash in
23 and cash out?

24 A Correct. It's all one cash in/cash out bucket.

1 Q But you testified currently -- you currently have
2 maybe two clients left from Action Rad and there's some
3 revenues outstanding. What other expenses are going to be
4 charged against that revenue that's pending?

5 A Hosting costs, you know, subscription costs for the
6 tools that I use to support the client, software
7 subscriptions, and additionally anything that is needed to be
8 purchased such as licensing, you know, when I'm addressing an
9 issue, whether it's anti-virus or a software, et cetera.

10 Q And when you say you have bills that are outstanding
11 that might -- or so revenues (indiscernible) that still has to
12 be taken into consideration over a 12-month period?

13 A Correct. Like I, for example, owe \$20,000 right now
14 for hosting and I'm working that debt off between doing the
15 Zulu Care and trying to pay it off little by little each
16 month.

17 Q So when you receive money from your clients from
18 Action Rad, that money, that revenue, is not exactly income
19 but it has to be allocated to outstanding expenses?

20 A That's correct, yes.

21 Q Now, as to an insurance agent you've indicated that
22 you've done well thus far; however, the revenue that you're
23 talking about is that month to month or is that over a
24 calendar year?

1 A That is -- open enrollment only exists from October
2 15th to December 7th. So that's only about one period of time
3 and then I get that large check. It's not a monthly revenue.
4 It's only a one-time income from open enrollment from that
5 period of time in the calendar year. That's only happening
6 one time, calendar year.

7 Q What do you do for the rest of the year?

8 A I am getting certified in order to sell final
9 expenses now so I can maybe sell final expense insurance and
10 as well as the ASA Obama plans. So I'm hoping to sell other
11 types of insurance during the time where I'm not able to do
12 the Medicare open enrollment.

13 Q What estimate, if any, do you have as to what you
14 can confirm doing those other things besides open enrollment?

15 A Realistically, since I'm just getting started, I
16 don't know, honestly. But I do know that I'm told that I
17 could make, you know, usually --

18 Q Don't get into hearsay here.

19 A Okay. I was going to give you the national average
20 of a beginning agent. I'm not sure what I'm going to make
21 (indiscernible). I'm going to do my best, so.

22 Q Now, if you're doing something for the law firm
23 that's out in New York State, over the course of the year what
24 sort of revenue on average do you think you might get from

1 them?

2 A In a year, probably a couple thousand.

3 Q Do they need your services -- scratch that.

4 As far as CLEO, if you get a client here, get a
5 client there, what do you think you might average over the
6 course of a 12-month period?

7 A It really depends on what I do for them. CLEO you
8 can do several different levels. So you can either just
9 implement and set up user names and passwords and be done or
10 there is document integration where you can merge stuff from
11 your clients into the documents automatically, which takes a
12 lot more time and energy and I guess more consulting.

13 So if they want more integrated and automated to
14 Dropbox to their calendaring system, there's a lot more you
15 can do with it and I can implement those. Depending on how
16 much they want to pay for, you know, integration-wise depends
17 on how much I do.

18 Q Given that there's a wide variety of tasks that you
19 could have from client to client, do you have any idea what
20 you might average in revenue over the course of 12 months?

21 A Well, I've been doing this for like close to 15
22 years and I haven't averaged that much. That's why I got out
23 of doing legal consultations. So it's been less than a
24 thousand to \$2,000 a year to do those types of consultant

1 activities. So I haven't had huge business from that.

2 Q You were asked about the physician as a medical
3 director for -- I guess was it Atomic Radiology?

4 A Correct.

5 Q What document did you supply to the Court indicating
6 the medical director's unwillingness to continue on in the
7 business?

8 A Letter of resignation as medical director. And I
9 can resubmit to you guys if you need it.

10 Q You were also asked as to whether you recorded any
11 income that you received from advantage gambling. And in
12 Exhibit 196 you had some --

13 A 197.

14 Q 197?

15 A Uh-huh (affirmative).

16 Q Okay. You're right, it is 197. You include some
17 attachments at the end of the detailed Financial Disclosure
18 Form, and one of those would be the second attachment. Does
19 that reference that you have advantage gambling income?

20 A Yes.

21 MR. MAYO: Your Honor, which document are we looking
22 at?

23 MR. PAGE: I'm sorry?

24 THE COURT: Which document?

1 MR. MAYO: Which exhibit are you looking at?

2 THE WITNESS: 197.

3 MR. PAGE: 197.

4 MR. MAYO: What page? You referred to a page in
5 197.

6 MR. PAGE: It's the --

7 THE WITNESS: You didn't (indiscernible) Bates label
8 --

9 MR. PAGE: It's not Bates labeled. That's fine. If
10 you take a look at the Financial Disclosure Form, you have the
11 certificate of service --

12 MR. MAYO: Uh-huh (affirmative).

13 MR. PAGE: -- then the second page after the
14 certificate of service. That's the best way I can describe
15 it.

16 MR. MAYO: Oh, I see. Okay.

17 MR. PAGE: Okay.

18 BY MR. PAGE:

19 Q What does it indicate here? If you could take a
20 look at it and read that into the record where it says here
21 "Note."

22 A Note: Income does include all cash from ATMs taken
23 out, my second paycheck job, gambling income, and Happy Coffee
24 also.

1 Q Do you regard that as you taking into account and
2 giving David notice that you are getting some income from
3 advantage gambling?

4 A Yes.

5 Q During the pendency of this divorce, have you tried
6 to use advantage gambling to try and generate some additional
7 income?

8 A Yes. That's how I paid you guys actually.

9 MR. PAGE: I will -- I'll pass the witness.

10 THE COURT: Okay. Anything more, Mr. Mayo?

11 MR. MAYO: Yeah, a couple questions, Your Honor.

12 REDIRECT EXAMINATION

13 BY MR. MAYO:

14 Q Christie, if you put in a hundred dollars into a
15 slot machine and you play for 10 minutes and you cash out a
16 hundred dollars, on the coin out it will show zero, right,
17 because you were break even?

18 A No.

19 Q What will it show?

20 A It depends on whether it was promotional credits
21 played or my real dollars played.

22 Q All right. And if records from the casino show that
23 you consistently have negative coin out, you would agree that
24 means that you lost not only what you free play but what you

1 put into the machine?

2 A I would agree that it -- there is loss sometimes --

3 Q Is that yes or no, ma'am? Ma'am, is that yes or no?

4 A -- (indiscernible) with advantage gambling

5 (indiscernible) --

6 Q Is that yes or no?

7 MR. MAYO: Your Honor, move to strike

8 (indiscernible) --

9 THE COURT: Yeah, I can't even -- I can't -- well, I
10 can't hear anything she's saying. But just answer yes or no.

11 THE WITNESS: Yes, it's loss. There's loss on the
12 statements. Yes, it shows loss.

13 BY MR. MAYO:

14 Q Okay. It shows a negative loss, right?

15 A Correct, yes.

16 Q Okay. Thank you.

17 MR. MAYO: Your Honor, I wanted to -- I'm finally
18 able to play those two videos.

19 THE COURT: Okay.

20 MR. MAYO: So, David, go ahead and play it.

21 And they're very short. I think they're 30 seconds
22 and a minute, I believe, or two minutes.

23 So, David, go ahead. David, are you there still?

24 MR. SCHOEN: Yep.

1 THE COURT: All right.

2 11:27:20

3 (Video played)

4 (Indiscernible through 11:28:00)

5 THE DEFENDANT: I'm calling right now. Get out.

6 THE PLAINTIFF: Go ahead.

7 THE DEFENDANT: Unless you want to go to jail get
8 out.

9 (Indiscernible)

10 THE PLAINTIFF: What did I do, huh?

11 THE DEFENDANT: Get out and just go downstairs and
12 leave me alone, please.

13 THE PLAINTIFF: I said no.

14 THE DEFENDANT: I'm begging you to leave me alone.

15 THE PLAINTIFF: I'm going to bed. I am leaving you
16 alone.

17 THE DEFENDANT: Get out.

18 THE PLAINTIFF: I'm not doing anything to you. I'm
19 going to bed.

20 THE DEFENDANT: Get out. (Indiscernible) that's
21 fine. Be that way. I'm going --

22 THE PLAINTIFF: Where are you going? Huh? Where
23 are you going?

24 THE DEFENDANT: (Indiscernible) We're done. We're

1 so done.

2 THE PLAINTIFF: I didn't do anything.

3 THE DEFENDANT: Bullshit.

4 THE PLAINTIFF: Bullshit, yeah.

5 THE DEFENDANT: Liar.

6 THE PLAINTIFF: Great.

7 THE DEFENDANT: Fucking cheating liar.

8 (Indiscernible) last time you're going to lie to me.

9 THE PLAINTIFF: I'm not lying to you.

10 THE DEFENDANT: You lied to me.

11 THE PLAINTIFF: I left early because of you.

12 THE DEFENDANT: You lied to me.

13 THE PLAINTIFF: I'm not lying.

14 THE DEFENDANT: That's what you did. You lied to
15 me. You said you were going to meet Dan and you went and took
16 (indiscernible) --

17 THE PLAINTIFF: I did -- I did go to meet Dan.

18 THE DEFENDANT: And you didn't tell me

19 (indiscernible) --

20 THE PLAINTIFF: I did -- I did go to -- I did go to
21 meet Dan.

22 THE DEFENDANT: You know you went to a concert.

23 THE PLAINTIFF: Yeah.

24 THE DEFENDANT: You didn't see Dan until later

1 tonight. Bullshit. I talked to Dan. You're a fucking liar.
2 Who'd you go to the concert with, huh?
3 THE PLAINTIFF: With Dan.
4 THE DEFENDANT: Bullshit.
5 THE PLAINTIFF: Okay. Then what --
6 THE DEFENDANT: Dan told me. He didn't want the
7 concert. It was too noisy.
8 THE PLAINTIFF: You're right. I had to talk him
9 into it.
10 THE DEFENDANT: You were out with somebody else.
11 THE PLAINTIFF: Yes, we left early because it was
12 too noisy.
13 THE DEFENDANT: Fuck you. I've got all the text
14 messages. Fuck you. Dan threw you under the bus. Fuck you.
15 You're a liar.
16 THE PLAINTIFF: Okay.
17 THE DEFENDANT: Fuck you. You're cheating on me and
18 lying to me even now.
19 THE PLAINTIFF: I'm not --
20 THE DEFENDANT: Fuck you. We're done.
21 THE PLAINTIFF: You think I'm cheating on you?
22 THE DEFENDANT: Yeah.
23 THE PLAINTIFF: You think I'm cheating on --
24 THE DEFENDANT: My terms have changed. Everything's

1 changed because you're a liar.

2 THE PLAINTIFF: What's changed? Huh? What is
3 changed?

4 THE DEFENDANT: We're done.

5 THE PLAINTIFF: What's changed? What are you
6 talking about?

7 THE DEFENDANT: Our marriage.

8 THE PLAINTIFF: Huh?

9 THE DEFENDANT: You threw away your marriage to me.
10 You threw away me. We're so done. Hope it was worth it you
11 fucking cheating liar. We're done. I don't care if you
12 handed me the fucking (indiscernible). We are fucking done.
13 (Indiscernible). Enjoy your sleep tonight because tomorrow
14 you're done and you're out.

15 THE PLAINTIFF: I'm out? I'm not going anywhere.

16 THE DEFENDANT: (Indiscernible) had your chance
17 (indiscernible).

18 THE PLAINTIFF: I'm not going -- I'm not going
19 anywhere.

20 THE DEFENDANT: (Indiscernible) so fucking good.

21 THE PLAINTIFF: Yeah.

22 THE DEFENDANT: Hope it was so worth it.

23 THE PLAINTIFF: You ruin every night.

24 THE DEFENDANT: Now you fucking liar won't even let

1 me sleep in my own goddamn bed because you're a fucking
2 asshole. You gotta go out and lie and cheat, and then you
3 gotta go home and kick me out of my bed, right?

4 THE PLAINTIFF: I'm not kicking you out.

5 THE DEFENDANT: (Indiscernible) really fucking fair.

6 (Video ends)

7 11:32:24

8 MR. MAYO: All right. That's it.

9 BY MR. MAYO:

10 Q Christie, was that from (indiscernible) -- sorry.
11 Was that a conversation you had with David the night he went
12 to the Metallica concert?

13 A Yes, it was. Yes.

14 Q Okay. And that was November 26th of 2018?

15 A That's correct. He went out with a 20-year-old.

16 MR. PAGE: Your Honor --

17 MR. MAYO: (indiscernible) --

18 THE COURT: Okay, guys. Just the question. Just
19 answer the question.

20 MR. PAGE: Just so you know, we could barely hear
21 anything.

22 THE COURT: Yeah, I could -- I could only hear a few
23 -- part of it as well, so --

24 MR. MAYO: I mean, I had no problem (indiscernible)

1 she said she was done and she wanted him out of the house.

2 MR. PAGE: (Indiscernible) one -- Counsel, first of
3 all, a few things. One you said it was going to be a minute
4 long and it was (indiscernible). Two is we had the volume
5 maxed out and we could barely hear anything (indiscernible) --

6 THE COURT: Right. So the only issue -- the only
7 thing -- hold on one second, Mr. Page. As I understand it,
8 and probably the same with you, is the only part we could hear
9 is, you know, the fact that she was done and there was
10 discussion about him being out, him saying I'm not going
11 anywhere. That's really about all I could hear. I don't know
12 about you, Mr. Page.

13 MR. MAYO: Well, I could hear what she says, You're
14 out tomorrow. That's why he says I'm not out.

15 MR. PAGE: I mean, since he was doing the recording
16 I could hear what he was saying. He sounded intoxicated.

17 THE COURT: Well --

18 MR. MAYO: Your Honor --

19 THE COURT: -- you can't say that, Mr. Page.

20 MR. MAYO: You can't say that, Fred. Come on.

21 MR. PAGE: (Indiscernible).

22 THE COURT: No. And you're not testifying either.

23 THE WITNESS: There was a police report from that
24 night as well (indiscernible) --

1 MR. MAYO: Your Honor, again, could you please stop
2 the (indiscernible) --

3 THE COURT: Hold on. This is going sideways. Stop.

4 MR. MAYO: All right.

5 THE COURT: Mr. Page can't decide whether Mr. Stucke
6 was intoxicated. I don't care if there's a police report. I
7 want -- I want to know the purpose of the offering. And I
8 could hear that small portion, but the rest of it, you know,
9 like I said, I really couldn't hear much else. But it doesn't
10 sound like there's much (indiscernible) that was relevant.

11 MR. MAYO: Yeah, my offering was -- on the night
12 before she -- he had -- she was aware of the divorce, she had
13 told him that she was done and she told him she wanted him out
14 of the house. That's why in his response he says I'm not
15 leaving.

16 THE COURT: I understand. I heard all that.

17 MR. MAYO: That was it. That's -- so I'm basically
18 -- I'm basically asking for it to be part of the exhibit for
19 that purpose only.

20 THE COURT: Okay.

21 MR. MAYO: Anything that's inaudible I get. That's
22 excluded.

23 MR. PAGE: (Indiscernible) --

24 THE COURT: Okay. I'm fine with that. That part is

1 the only part I could hear, so.

2 (Plaintiff's Exhibit 86 admitted; limited)

3 MR. MAYO: All right. And then the other one -- the
4 other one's -- I mean, it's very brief. I believe it's 30
5 seconds total. There's a little --

6 MR. PAGE: And also if I (indiscernible) --

7 THE COURT: Hold on. Hold on one second.

8 MR. PAGE: -- if I can't --

9 THE COURT: Hold on one second.

10 MR. MAYO: And then I'm done.

11 THE COURT: Hold on one second. Mr. Page, what are
12 you saying?

13 MR. PAGE: If I can't make the assertion that he's
14 intoxicated, certainly we can take notice that his speech
15 appeared to be slurred.

16 MR. MAYO: Your Honor, you can't suggest -- then
17 fine. She was on drugs. See how easy that is, Fred? That is
18 amazing (indiscernible) --

19 THE COURT: Yeah. I'm sorry. I'm not -- no. Okay.
20 You can think whatever you want. That's fine.

21 MR. MAYO: That's fine. Dave, just play the last
22 one.

23 11:35:23

24 (Video played)

1 THE DEFENDANT: Fucking (indiscernible) I've ever
2 fucking lied to you, you fucking cheating liar. Everything.
3 (Indiscernible) you want to be a fucking (indiscernible) --

4 THE PLAINTIFF: I'm not being paid about anything.

5 THE DEFENDANT: -- than I've ever thought you --
6 everything I've ever done for you is done. Fucking cheating
7 liar. I will destroy and tear down everything we've built
8 together. Everything. Everything, David. You have ruined
9 your life. Hope it was wonderful.

10 (Video ends)

11 11:36:43

12 MR. MAYO: All right. That should --

13 THE WITNESS: (Indiscernible) he is lying and a
14 cheat. That's pretty much it.

15 REDIRECT EXAMINATION CONTINUED

16 BY MR. MAYO:

17 Q Okay. And you -- Christie (indiscernible) destroy
18 everything that you and he had built together, right?

19 A Well, obviously we're getting divorced. That's
20 destroying our complete marriage, yes, (indiscernible) --

21 Q Okay. Ma'am, I'm going to ask you now come back and
22 interpret your statement (indiscernible) --

23 A (Indiscernible) yes.

24 Q All right. And that was the -- later that same

1 night, November 26th, correct?

2 A Yes, with that (indiscernible) lying cheat
3 (indiscernible).

4 MR. MAYO: All right. Move to admit, Your Honor.

5 THE COURT: Okay. I mean, it'll be admitted only
6 for that portion that's audible.

7 MR. MAYO: Correct.

8 (Plaintiff's Exhibit 87 admitted)

9 THE COURT: I don't know what else -- it really
10 doesn't say much, but okay.

11 MR. MAYO: That's fine.

12 THE COURT: And she's acknowledged that she said it.

13 MR. MAYO: Okay.

14 THE WITNESS: It wasn't my finest moment, but I said
15 it and I --

16 THE COURT: Okay.

17 THE WITNESS: -- (indiscernible) --

18 MR. MAYO: Again, Your Honor --

19 THE COURT: Look -- look. You don't have to -- you
20 don't have to make -- don't -- it's fine. I understand. It
21 all depends upon the weight I give it at the end of the day.
22 So, I mean, I understand your point, and your attorney can ask
23 you more about it when it's his turn.

24 MR. MAYO: That's fine. No more questions, Your

1 Honor.

2 MR. PAGE: It is my turn now?

3 THE COURT: Hold on. I don't know yet.

4 Mr. Mayo, are you finished?

5 MR. MAYO: Yeah. That's it. That's it, Your Honor,
6 yes.

7 THE COURT: That's it. Okay, great. Perfect.

8 Yep, then it's your turn, Mr. Page.

9 RECROSS-EXAMINATION

10 BY MR. PAGE:

11 Q Sometimes when you're having arguments do you
12 sometimes -- well, first of all, do you understand the
13 difference between emotional statements and factual
14 statements?

15 A Yes.

16 Q Sometimes when you're having an argument with
17 somebody, do you sometimes make emotional statements?

18 A Yes.

19 Q Okay. When emotional statements are made, are those
20 statements to be taken literally?

21 A No.

22 Q When you were having an argument with David, were
23 you making emotional statements?

24 A Yes.

1 Q Were you making statements literally?

2 A Yes, two. Our marriage is over.

3 MR. PAGE: I'll pass the witness.

4 THE COURT: Okay.

5 MR. MAYO: No questions, Your Honor.

6 THE COURT: Okay. So now are you finished with your
7 case in chief, Mr. Mayo?

8 MR. MAYO: Let me pull up my -- Your Honor, what I
9 would ask is -- I'm done, except what I would ask is based on
10 Christie's denial of David having referred to him as a
11 pedophile to third parties unrelated to medical providers, we
12 learned of a witness over the last couple of weeks that would
13 testify -- her name is Kim Renee -- if she would testify as to
14 Christie calling David a pedophile.

15 We would ask to be allowed to --

16 THE COURT: Wait a minute. Wait, wait, wait, wait.

17 MR. MAYO: -- (indiscernible) --

18 THE COURT: No. Wait. Hold on. Stop. What would
19 be the relevance of the fact that she called him that?

20 MR. MAYO: If she called David a pedophile to third
21 parties, which is the father of the child, Dr. Paglini,
22 Patrick Paglini, said that that would be something that
23 would --

24 THE COURT: No.

1 MR. MAYO: -- affect his petition.

2 THE COURT: No.

3 MR. MAYO: I'm just asking, Your Honor.

4 THE COURT: The end of his recommendation he said if
5 she created these allegations for secondary gain, then that's
6 what would be concerning to him. But if she -- I mean, I
7 don't --

8 MR. MAYO: I'm just asking, Your Honor.

9 THE COURT: -- recall seeing that within the -- but
10 at the end of the day, I guess if your client heard something
11 within a therapy session he could testify to it, but rebuttal
12 witnesses are supposed to be listed at the same time and
13 disclosed at the same time as everything else. I can't -- I'm
14 not allowed under the rules to let those in.

15 MR. MAYO: All right.

16 THE COURT: So, I mean, I only have -- I have to
17 follow them.

18 MR. MAYO: All right. I understand.

19 THE COURT: I can't bend them, so. But if he's
20 heard something like that and you think it's relevant to me,
21 you can tell me about it. But at the end of the day, I don't
22 know -- you keep saying that Dr. Paglini said X. But as I
23 understand his conclusion was if he found -- if the Court
24 found -- and I can pull it up because I pulled it up again --

1 hold on one second here.

2 It says if Mr. Stucke did actually sexually abuse
3 his daughter, this obviously would have serious ramifications
4 on custodial recommendations. Conversely, if the Court finds
5 that Ms. Stucke created sex abuse allegations and/or rape
6 allegations for secondary gains, this would be an ultimate act
7 of parental alienation. The Court would clearly give Ms.
8 Stucke primary custody.

9 But he didn't say if she called him names or, you
10 know, revealed this information to someone that somehow that
11 would be a basis to give him primary custody. So unless
12 you're -- unless I'm missing it in the report --

13 MR. MAYO: Well, no. So no. That was in the
14 report. What I asked him was if Christie had represented that
15 Dave was a pedophile to third parties unrelated to, you know,
16 medical care providers but she actually called him a pedophile
17 would that -- would that be something that's of concern to you
18 in regards to his case? And he said --

19 THE COURT: Well, it's of concern, but it doesn't
20 mean that -- okay.

21 MR. MAYO: Okay. I'm not -- I'm just reiterating
22 (indiscernible) --

23 THE COURT: I mean, it's of concern to me, too. But
24 at the end of the day we've kind of sifted through all of

1 that. I've heard everybody's testimony and Dr. Paglini's
2 testimony, and I understand where he's coming from.

3 I mean, at the end of the day if you think David
4 needs to tell what he heard in his therapy session, which I
5 think was something that you asked her about with Donna
6 Wilburn -- I don't know if he was there but, anyway, bottom
7 line is I don't -- I can't let another -- a rebuttal witness
8 in because those are, per the rules, are supposed to be
9 disclosed prior to the close of discovery like everybody else.
10 Those are our rules.

11 I know sometimes that --

12 MR. MAYO: Yeah (indiscernible) --

13 THE COURT: I know sometimes that is limiting.

14 Pardon me?

15 MR. MAYO: Yeah. So again, just for the record, the
16 offer of proof is that she had made these representations to
17 third parties (indiscernible) --

18 MR. PAGE: Object to the offer of proof
19 (indiscernible) --

20 THE COURT: Doesn't matter.

21 MR. MAYO: Can I please finish? You keep trying
22 to --

23 THE COURT: No. Stop.

24 MR. PAGE: (Indiscernible) --

1 THE COURT: Stop. Stop.
2 MR. MAYO: Fred, stop.
3 THE COURT: Stop. Stop.
4 MR. MAYO: All right.
5 THE COURT: I can't let her -- I can't let her
6 testify. The rules say rebuttal witnesses, impeachment
7 witnesses, everybody needs to be disclosed before the close of
8 discovery.
9 MR. MAYO: That's fine. That's fine. So let's --
10 THE COURT: I know it -- I know it's unusual and
11 it's limiting, but that's what the rules are, so.
12 MR. MAYO: All right. So let me --
13 THE COURT: With that --
14 MR. MAYO: That's fine. Let me -- okay. I
15 understand. I hear your order.
16 THE COURT: Well, my -- it's the rule. I have to
17 follow it.
18 MR. MAYO: No, I hear -- I hear -- I hear your
19 ruling. I just recall David for that one question in regards
20 to the representation made by Christie and then I'll rest.
21 THE COURT: Okay.
22 MR. MAYO: So, David, are you there?
23 THE COURT: David, you're still under oath.
24 THE PLAINTIFF: Yeah, I'm here.

1 MR. MAYO: All right.

2 DAVID STUCKE

3 called as a witness on his own behalf, having been previously
4 sworn, testified as follows on:

5 DIRECT EXAMINATION

6 BY MR. MAYO:

7 Q Now, David, you had asked me to ask Christie about a
8 statement by her to -- during counseling wherein she had
9 referred to you as a pedophile. She had denied making that
10 statement. Were you present during any such event?

11 A Yes. It was the very first --

12 Q Hold on. Stop. Stop. Stop. I didn't ask you --
13 stop.

14 A Oh, okay. Yes.

15 Q When was that?

16 A It was before we found (indiscernible). I don't
17 know the date exactly.

18 Q About when was that, sir?

19 A December, January maybe. I don't recall.

20 Q Okay. And who was it that you had met with?

21 A It was an intern at -- I think it was -- I don't --
22 I don't know the name of it. Red Rock Psychiatric or
23 something. It's on Sunset and Eastern, over in that part of
24 town.

1 Q Okay. And you were saying you, Christie -- you and
2 Christie had met with a provider there?

3 A Yes. And we argued there so they (indiscernible) --

4 Q All right. And did Christie make -- did Christie
5 make any representation regarding you being a pedophile to
6 this individual?

7 A Yeah. It was the first sentence -- almost the first
8 sentence she said. Right in front of me. Right there.

9 Q Okay.

10 A Disgusting.

11 Q Did she say it -- did she say it once or more than
12 once?

13 A I think it was only once. That's all it takes.

14 MR. MAYO: Okay. All right. All right. Thank you.
15 No further questions, Your Honor.

16 THE COURT: Okay. Any followup, Mr. Page?

17 MR. PAGE: No.

18 THE COURT: Okay. All right. Then it's now 11:44.
19 Want to do an hour for break?

20 MR. MAYO: Early lunch?

21 THE COURT: Pardon me?

22 MR. MAYO: Do you want to do an early lunch?

23 THE COURT: Yeah. We can do an early one, take an
24 hour, come back and start up at quarter to one. Is that all

1 right? Does that work for everyone?

2 MR. PAGE: That's fine.

3 THE COURT: Okay.

4 MR. PAGE: We'll do whatever you order.

5 THE COURT: All right. Because I wanted to -- the
6 sooner the better and the more time we utilize the better. So
7 what were you saying, Mr. Page?

8 MR. PAGE: No, I said we'll do whatever you order.

9 THE COURT: Okay. All right. Well, I just think
10 that makes sense, so we go ahead and break now and then we'll
11 start back up in an hour, and then we'll have however much
12 time we need to get through the end of this.

13 MR. MAYO: All right. Thank you, Your Honor.

14 THE COURT: Okay. I'll go off the record. Thank
15 you.

16 MR. PAGE: All right. Thank you.

17 (Off record)

18 THE COURT: Mr. Page, you're it.

19 MR. PAGE: (No audible response)

20 THE COURT: Are you calling Christie?

21 Is he there?

22 MR. PAGE: Yes.

23 THE COURT: Okay. You're still under oath,
24 Christie.

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CHRISTIE STUCKE

called as a witness on her own behalf, being previously sworn,
testified as follows on:

DIRECT EXAMINATION

BY MR. PAGE:

Q Christie, are you okay with each of you keeping your
own vehicles?

A Yes.

Q In your opinion have the household goods and
furnishings already been adequately divided?

A Yes.

Q You've heard David testify about some tools?

A Yes.

Q What could you tell us about any tools that might be
left?

A He came in and he had a pickup court ordered by the
judge to bring a truck and clear out everything that was his
out of the house. He came to do that --

Q When?

A I believe it was sometime in November. I have a
video of the -- of the event. And in that event, he came in
to collect all his tools, and he did do so except with the
exception of one bag of Ryobi tools I asked to keep for use of
maintaining the current house. And then he then got violent

1 and threw the tools across the garage during that pickup,
2 yelling and screaming.

3 And so he has, to my knowledge, been there three
4 times to get his things on three separate occasions and has,
5 as far as I'm concerned, retrieved everything of his and has
6 even, you know, put in court orders and filings for things
7 that he felt were not given to him already.

8 Q He listed some minor things like printers, monitors,
9 those sorts of items. Do you have any issue with him taking
10 those for miscellaneous sort of items?

11 A Just the items that I'm using for my business
12 obviously.

13 Q Which items are you using for your business of the
14 ones that are --

15 A The monitors I'm definitely using with my business,
16 and the cameras -- I only found one camera. He can have that
17 back that he left behind that he didn't pick up. I have
18 certainly not withheld anything he's requested that I've had.

19 Q Anything else that you have an issue with him not
20 taking of the items that he listed yesterday?

21 A I would like my business server back. I mean, that
22 still is a contentious item. That would be something he
23 already has possession of that he stole.

24 Q Is that something you would like him to return back

1 to you?

2 A Yes.

3 Q What other items are in his possession that you
4 would like for him to return back to you?

5 A My wedding ring and the server.

6 Q Anything else?

7 A No. I just want the belongings that are already
8 mine that I have paid for at the house. I paid for, you know,
9 those -- it's used furniture anyways. I mean, I'm not going
10 to be petty over that, so whatever -- I believe the furniture,
11 you know, if it's (indiscernible) I don't care.

12 Q As far as the bank accounts are concerned, are you
13 okay with just valuing the bank accounts and then dividing
14 them?

15 A Yes.

16 Q Let's move on to the TIAA-CREF retirement accounts.

17 THE COURT: Mr. Page, I'm sorry. Could you repeat
18 that question? I heard her answer, but could you repeat the
19 question about the accounts?

20 MR. PAGE: Oh. You're okay with the accounts being
21 valued and divided?

22 THE COURT: Okay. Got it. That's what I thought
23 you said.

24 BY MR. PAGE:

1 Q You heard the testimony about the TIAA-CREF account?

2 A Yes.

3 Q Okay. You're aware that David took out a loan on
4 the TIAA-CREF account?

5 A Yes.

6 Q Are you aware that David then commenced paying back
7 the loan on the TIAA-CREF account with monies acquired during
8 the course of the marriage?

9 A Yes.

10 Q Okay. Would you like to be reimbursed for those
11 monies that he used to try and pay back that loan?

12 A Yes.

13 Q Similarly for Konami -- well, not similar, but for
14 Konami Gaming you heard David testify that part of the balance
15 for the 401(k) for Konami Gaming was accumulated during the
16 course of the marriage and some of it was accumulated prior to
17 the course of the marriage and prior to the course of the
18 domestic partnership. Have you ever seen any statement for
19 Konami Gaming in this proceeding?

20 A No.

21 Q Have you seen the statements for the 401(k) for
22 Fidelity? Have you seen the 401(k) statements produced by
23 Fidelity Investments?

24 A Not the actual statements, just the summary that

1 (indiscernible) --

2 Q Just the summary. Okay. Is it your request that
3 David divide that in half with you?

4 A Yes.

5 Q You've heard David testify as to the MetLife policy.
6 Are you aware of any cash value to either one of those MetLife
7 policies?

8 A No.

9 Q Would you be okay just assuming those policies?

10 A Yes.

11 THE COURT: When you say "assuming," what do you
12 mean? She would take --

13 MR. PAGE: I didn't hear Your Honor.

14 THE COURT: I'm saying when you're saying assuming,
15 can you define for me what you're expecting each of them to
16 do?

17 BY MR. PAGE:

18 Q Would you be okay with taking over the policies and
19 making any premium payments that are due?

20 A Yes.

21 Q As to the West Maule property, that was acquired in
22 -- well, at the end of July 2015?

23 A Yes.

24 Q Okay. When did you and David enter into the

1 domestic partnership?

2 A In May of 2015.

3 Q Prior to you and David entering into the domestic
4 partnership, were you and he (indiscernible)?

5 A Yes.

6 Q After the domestic partnership was entered into,
7 were you and David still living together?

8 A Yes.

9 Q When you lived at the 3485 West Maule property, were
10 there certain things David did around the house and certain
11 things you did around the house?

12 A Yes.

13 Q What sort of things did you do around the house?

14 A I would clean, I would shop and do the groceries --
15 get the groceries. I would obviously work my own business in
16 the home and while we were trying to have a baby. So when the
17 kids came, I took care of the children as well.

18 Q What were David's roles around the house?

19 A David would go to work normally when he was working
20 at the actual site, and then he became working at home when he
21 worked with Gambelit. So he would do his Mac work and he would
22 help with the normal chores like dishes and things like that.

23 Q Was there ever a prenuptial agreement that you and
24 David entered into?

1 A No.

2 Q Was there ever a postnuptial agreement you and David
3 entered into?

4 A No.

5 Q After the house was purchased, how was the mortgage
6 payment made?

7 A I had -- we had agreed to split costs, and we agreed
8 that I was going to put money into a joint account which we
9 opened together with both of our names, that then he would be
10 paying the mortgage because we put the mortgage in his name.
11 So he was paying it directly, and I was paying into the joint
12 account or into his personal account, transferring money to
13 him.

14 Q You heard his testimony regarding the down payment
15 that was paid from the Wells Fargo account ending in 5766?

16 A Correct.

17 Q You heard Mr. -- you heard David's testimony that
18 there were eight checks deposited into the account ending in
19 5766 from his job at Konami?

20 A Yes.

21 Q You heard David (indiscernible) and he agreed was
22 probably correct that the total deposited into the Wells Fargo
23 account ending in 5766 totaled about \$5,986.85?

24 A Correct.

1 Q Do you have any -- do you have any reason to dispute
2 that figure?

3 A No.

4 Q And you -- it's your understanding that those are
5 the totals of the paychecks that were deposited into the
6 account in 57 -- ending in 5766 after you and David were
7 domestically partners?

8 A Yes.

9 Q Okay. You also (indiscernible) agreement with
10 David's testimony that he agreed that about \$14,810 came out
11 of the Wells Fargo account ending in 5766 on or about July 24,
12 2015 as a down payment for the West Maule property?

13 A Correct. I agree.

14 Q And you don't have any dispute with David's
15 testimony that you can't necessarily where that -- tell where
16 that \$14,800 came from, whether it came from pay from Konami
17 or from another source?

18 A Correct.

19 Q Are you aware of any appraisal for the West Maule
20 property at the time it was purchased?

21 A No.

22 Q After the property was purchased, what did you and
23 David do -- well, first of all, was the property fixed up
24 after it was purchased?

1 A We did repair the property after purchase, yes.

2 Q After the property was purchased, what repairs did
3 you and David do to the property to fix it up?

4 A We -- I had found an inspector to come and do a
5 thorough inspection of the property to see what was damaged,
6 and we went one by one through the items to repair them such
7 as the stucco and the painting and some electrical repairs and
8 other items that were listed in the inspection report.

9 Q What work did you physically do to help bring the
10 property up into a better condition?

11 A Just cleaning, organizing, painting. We actually
12 painted the house inside together, so we both put in that time
13 and energy. And helped with the garage as well, you know,
14 with David repairing the garage. There was leaks in the
15 garage as well we had to repair, and helping him with that as
16 well, telling him where -- when things were coming in -- and
17 worked together to do some of the repairs on our own. So we
18 hired out.

19 Q But who found the contractors or the handymen used
20 to work on the house?

21 A I found all the contractors and handymen.

22 Q What handyman contractors did you hire?

23 A We hired a painter through the -- what's the main
24 site with all the -- I'm trying to remember the name of the --

1 Q I can help but I can't.

2 A Oh, okay. I'm sorry. I don't remember the name of
3 the website, but it's a website that you go to to find
4 handymen. And I'm trying to remember but I don't
5 (indiscernible). So we logged in with his account and I then
6 located -- Angie's List. Angie's List, thank you -- that we
7 located through Angie's List and I found a couple different
8 painters. We found one that (indiscernible) price and we went
9 with him. And then David refused to pay him his amount at the
10 end and then negotiated a cash lower than what he was
11 charging, a cash amount.

12 Q You've heard David claim that there was no intent to
13 hold the West Maule property together with you. What is your
14 response to that?

15 A Oh, well, that's absolutely ridiculous when I'm
16 paying in half of everything. Why would I be doing that if I
17 didn't think it was something for the both of us for our
18 family? So, but that's -- that's just ridiculous to me.

19 Q Do you recall the testimony about -- and looked at
20 the Exhibit 4 when an appraisal was done after December 4 --
21 I'm sorry, after December 8, 2015?

22 A Yes.

23 Q Okay. What additional repairs were done to the
24 house to the best of your recollection after the appraisal was

1 done?

2 A Well, we completely gutted and redid the extra spare
3 bedroom upstairs for Sarah's room. We put in wood flooring,
4 we redid the ceiling and the walls. And there was also
5 additional repairs to the garage. There was a leak on the
6 left side of a wall of the garage. That was I -- something I
7 had fixed. And we also air conditioned the garage space. So
8 we had put in a split AC/heat unit into the garage to create a
9 space that could be air conditioned or heated in the garage.

10 Q Was the refinancing that occurred for which the
11 appraisal was done, was that to try and get rid of the
12 purchase (sic) mortgage insurance?

13 MR. MAYO: Your Honor, objection, leading. There's
14 been -- I've been kind of generous, but there's been some
15 leading questions.

16 THE COURT: Yeah.

17 MR. MAYO: I would ask that --

18 THE COURT: There are.

19 MR. MAYO: -- they be curtailed.

20 THE COURT: Just rephrase them with your who, what,
21 when, where, why, if you can.

22 BY MR. PAGE:

23 Q What was the purpose of the refinancing?

24 A To get rid of the private mortgage insurance and to

1 lower the interest rate.

2 Q Would you like to receive one-half of the equity in
3 the West Maule property?

4 A Yes.

5 Q Let's move on and talk to the -- talk about the 7211
6 Birkland property. How was that property found?

7 A I located a realtor and I had located the property
8 and had the realtor show it to us.

9 Q The property was purchased with John Morrell (ph).

10 A That's correct.

11 Q Who is John Morrell?

12 A John Morrell is a gambling -- advantage gambling
13 buddy of David's.

14 Q Was the Birkland property acquired during the course
15 of the marriage?

16 A Yes.

17 Q Okay. Do you recall that there was a document that
18 you had to sign -- I believe it was a Grant, Bargain and Sale
19 Deed -- signing off on the house?

20 A That's correct.

21 Q Okay. What was your understanding as to why you had
22 to do that?

23 A John said he wouldn't move forward with it without
24 it. So in order not to stop the deal I signed it.

1 Q When the property was listed as a Airbnb property,
2 who found the clients?

3 A I posted up on my personal Airbnb account and other
4 marketing websites such as Google and the Trip Advisor and
5 sites like that. I posted the pictures and the information up
6 online and then would interact with the potential prospects to
7 try to get them to rent.

8 Q After the prospects rented the property, who would
9 interact with concerns or the needs those renters might have
10 had?

11 A They were to contact me, and then I would handle
12 whatever it needed, whether we needed to send somebody out or
13 sometimes like when somebody couldn't figure out how to turn
14 on the heater for the pool, you know, I would tell David and
15 David would go out. So we worked together to address any
16 needs.

17 Q When the clients were checking in, who made sure
18 they checked in okay?

19 A That would be me.

20 Q Okay. Who -- was there ever a gift basket for
21 renters when they moved in?

22 A Yes. I used to provide a gift basket. That's why I
23 work very hard and I had a five start post status because I
24 did work so hard at being an excellent host.

1 Q What customer complaints did David ever handle at
2 Birkland?

3 A I believe he handled just like small complaints like
4 when the pool he couldn't figure out the heater or there was a
5 complaint about the pool not being clean. He'd go out and
6 help clean the pool. There was an electrical problem once.
7 He tried to address it, but then I had to try to find somebody
8 to fix the electrical because he -- any small repairs was what
9 he contributed.

10 Q But both of you guys had roles in making sure that
11 Birkland was rentable?

12 A That's correct, yes.

13 Q Now, do you recall a time when they had to transfer
14 the property out of their names and into a different entity's
15 name?

16 A Yes.

17 Q What is your understanding as to the reason as to
18 why that occurred?

19 A For two reasons. One, the LLC wasn't formed when we
20 first initially purchased the house, and John wanted it under
21 the LLC long term. Secondly, the idea was to run it under
22 David's name for as long as we could because the county code
23 enforcement was issuing shutdowns and fines.

24 And so the idea was to run it for as long as we

1 could under David's name and then potentially even run it as
2 long as we could under my name and then run it as long as we
3 could under John Morrell's and/or the entity LLC in order to
4 continue getting as much revenue as we could until we were,
5 you know, formally shut down.

6 Q Did you have to retain an attorney to deal with
7 those issues with the city for that?

8 A Correct, yes.

9 Q Who did you -- who was retained?

10 A Leah Martin.

11 Q Who found Leah Martin?

12 A I did the search to find somebody that was
13 knowledgeable in the Airbnb issues that were affecting Clark
14 County at that time, and I researched and found her and put
15 her in touch with me and my husband to sit down and go over
16 it.

17 Q There was a meeting with Ms. Martin about the 7211
18 Birkland property. Who did Ms. Martin communicate with?

19 A She communicated with David and John Morrell and me.

20 Q So you were part of the communications. What
21 communications did you have with Ms. Martin where David wasn't
22 present or vice-versa?

23 A None. We were all usually on the same email or we
24 were on the same meetings or phone calls about it.

1 Q So if there was an email sent out from Ms. Martin,
2 you were included in the loop?

3 A Yes. I have emails from Ms. Martin, yes.

4 Q If there were phone calls with Ms. Martin you were
5 part of the conference call?

6 A All but the LLC conference that she had with John
7 and David.

8 Q Now, is it your understanding that on August 3, 2018
9 Birkland was transferred to JD Investments?

10 A Sounds about right. I'm not exact on the date.

11 Q JD Investments, was that an LLC that was created
12 during the course of the marriage you had with David?

13 A That's correct.

14 Q Was there any postnuptial agreement in where you
15 disclaimed any interest in JD Investments?

16 A No.

17 Q And then eventually Birkland had to be sold?

18 A That's correct, yeah. It was shut down by the
19 county, and so we had to either rent it, which we could not do
20 with the price and the size and the location, so we made a
21 decision to sell it.

22 Q Is it your request that any of the remaining
23 equities in 7211 Birkland be equally divided with you?

24 A Yes.

1 Q Let's go on to the Grand View property. As to the
2 Grand View property, in that property did you also sign a Quit
3 Claim Deed at the time (indiscernible) --

4 MR. MAYO: Objection, leading. Your Honor,
5 objection.

6 THE COURT: What's your objection?

7 MR. MAYO: He was leading.

8 MR. PAGE: It's foundational.

9 THE COURT: All right. I'll allow it.

10 MR. MAYO: But --

11 THE COURT: Hold on. I'll allow it. Start -- start
12 your question -- he never finished the question. So can you
13 go ahead and finish the question, let me hear it?

14 BY MR. PAGE:

15 Q At the time that the Grand View property was
16 purchased, did you have to sign a Grant, Bargain and Sale
17 Deed?

18 A Yes.

19 Q Okay. What was your understanding as to why you
20 were asked to sign a Grant, Bargain and Sale Deed?

21 A Because I was self-employed and my credit score was
22 not high enough, and David would get a better interest rate
23 with just his name.

24 Q Is that what David told you?

1 A Yes. That's what we discussed.

2 Q When did those discussions occur?

3 A When we were talking about buying the residence.

4 Q Okay. How long did those discussions last to the
5 best of your recollection?

6 A It was a short conversation. It was pretty much,
7 yeah, you're right, you know. It wasn't a very long
8 discussion. It was like, okay, we're married, it's fine. You
9 know, we'll do what we need to do to get the best deal for our
10 family, so.

11 Q Was there any -- what intent, if any, was there on
12 your part to give up any community property interest you might
13 have in the Grand View property?

14 A I didn't think I was giving up any community
15 interest. I figured we're married and that would be fine.

16 Q Now, you saw -- you heard -- you listened to David's
17 testimony yesterday about the \$54,000 that was transferred out
18 of the Wells Fargo account?

19 A Yes.

20 Q Okay. You also heard Dave's testimony -- David's
21 testimony that one couldn't tell what portion of the 54,000
22 might have been properties or monies acquired during the
23 marriage and what monies might not have been acquired during
24 the marriage?

1 A Correct.

2 Q After the Grand View property was purchased, what
3 were your duties -- well, first of all, was the Grand View
4 property supposed to be the airbnb property?

5 A It was supposed to be both for Airbnb as well as for
6 our -- we have a large polyamorous group that we were hosting
7 events on a monthly basis.

8 Q What were your duties in making sure that it was
9 rented, either as an Airbnb or having the property ready for
10 parties?

11 A I did everything with regards to that. I made sure
12 that it was clean, I did the inspections before the renters
13 came, I did the inspections afterwards. I had the cleaning
14 people come in, I scheduled the cleaning people, I scheduled
15 the repair people.

16 I provided -- I bought the things needed to -- even
17 furniture to furnish the place. I would find them on
18 Marketplace in Facebook as used items so that we could, you
19 know, furnish the place with nice things. I sometimes even
20 expended my own personal money to buy those items through
21 Marketplace or Facebook to put them in there.

22 Q What steps did you do to make sure the property was
23 known to be available to be rented?

24 A Well, I managed all the listings online. So that

1 was the other thing we had to do, to calendar, make sure and
2 coordinate with the web ads between the three different
3 places. So I managed all the web and stuff.

4 Q What did David do to help market the property?

5 A David did actually download and used a software to
6 help figure out what the best market price per day would be.
7 He did do that. He also helped manage -- he said he would
8 handle the books, the numbers, because he's the numbers guy.
9 So I -- that was his contributions, as well as the minor
10 repairs that he would help out.

11 Q When clients have a concern who would they contact?

12 A Me.

13 Q Whose number were the clients given?

14 A Mostly mine. I do believe in some cases we put
15 David's here and there when appropriate.

16 Q After the -- well, before the renters moved in, who
17 made sure the property was clean?

18 A Me.

19 Q How did you do that?

20 A I would actually go on site prior to any renter
21 coming and do a walkthrough to make sure the cleaning people
22 had done a good job and that there was nothing there that
23 could be considered a complaint for the future renter coming
24 in.

1 Q How often did David ever do that?

2 A He never -- well, like maybe one -- maybe once or
3 twice, to be fair. He did it a few times.

4 Q After the renters moved out, what were your duties
5 in making sure the place was in a re-rentable condition?

6 A I would go through and I would look at everything
7 and I would take pictures if there was any problems, which I
8 did do on occasion. I had to report issues of breakage or
9 damage, and so I handled those issues as well.

10 Q How often did David ever handle the property post-
11 rental?

12 A Possibly a couple times as well.

13 Q If something needed to be purchased for Grand View
14 to make sure it was in a rentable condition, who would do
15 that?

16 A It would be either him or I, and we'd usually use
17 the AmEx.

18 Q Are you requesting that the remaining equity that
19 exists in Grand View be equally divided as community property?

20 A Yes.

21 Q Now, we went through some evidence and testimony
22 regarding credit cards. What is your position as it relates
23 to credit card balances that David has run up after the date
24 of separation?

1 A I don't feel that I should be responsible for the
2 amount of debt that David's accrued after our separation and
3 probably a little bit before, because I feel like he knew what
4 he was doing in ringing up the cards. He would brag that I
5 was going to have to pay half of everything.

6 Q You heard David testify even though he put his
7 attorney's fees on the credit card, he is of the opinion that
8 you should still pay for his attorney's fees. What is your --
9 what is your opinion in regards to that?

10 A I have very strong opinions about how much money he
11 has spent on attorneys.

12 Q As to any credit card balances that existed prior to
13 the date of separation, what would you like to do with that?

14 A I'll take my debt and he takes his.

15 Q Are you willing to divide it equally or you just
16 want him to take the cards in his name?

17 A He should take the cards in his name; I should take
18 the cards that are in my name.

19 Q Prior to David filing his Financial Disclosure
20 Forms, were you aware of any personal loans to Patrick
21 Gallagher or (indiscernible) Kim --

22 A Helton?

23 Q Helton. Thank you. I want to say Felton.

24 A I saw him from the Financial Disclosure Form, and I

1 did actually request information about the loans. And I even
2 asked Patrick Gallagher, you know, to substantiate that he had
3 given David all this money, and I could not get validation
4 from anybody and/or David as to the nature of the loan or the
5 re-payback or any information about the loans other than that
6 these loans exist.

7 Q You never saw anything as to the amounts either?

8 A Only what was put into the Financial Disclosure Form
9 that he's claiming. And I -- those existed post-separation I
10 will say. It didn't exist pre-separation.

11 Q You heard the testimony that David has claimed a
12 couple of times now that you drained the joint accounts. Did
13 you ever drain the joint accounts?

14 A No. I never used the joint accounts for any money
15 taking out. I only put money into those joint accounts.
16 There was only one occasion I think I took an ATM withdrawal
17 of \$300 -- the joint account during our time together. It was
18 meant to put money in and take money to pay bills, not for
19 that purpose. We utilized our personal accounts to remove
20 money for gaming.

21 Q Now, as we -- you heard David testify about the
22 spreadsheets. Do you recall that?

23 A Yes.

24 (Defendant and Counsel confer)

1 Q Do you recall that with -- so with this -- do you
2 recall this being a profit and loss for PCCG --

3 A Yes, that's (indiscernible) --

4 MR. MAYO: Fred, I'm sorry, which document are you
5 looking at?

6 THE COURT: I was going to ask the same question.

7 MR. PAGE: Exhibit 21.

8 MR. MAYO: Okay. Thank you. Give me a second.

9 THE WITNESS: That's what's written on the exhibit.

10 BY MR. PAGE:

11 Q And there's also -- apparently there is all the
12 profit and loss for Atomic Radiology?

13 A Correct.

14 Q Let's break it down into each of its component
15 parts. The first exhibit he provides is a summary of PCCG.
16 What issues do you have with David providing the numbers that
17 he has provided?

18 A Well, number one, PCCG, Inc. is not even a business
19 that's in business, so, you know. There is a separate bank
20 account, but that is all -- should be underneath one company,
21 Action Rad Solutions.

22 THE COURT: Is that the case for January, though,
23 I'm sorry, 2017? Because the first page of 21 is from January
24 through December --

1 THE WITNESS: (Indiscernible) even meeting David.

2 THE COURT: I'm sorry. I missed what you said.

3 THE WITNESS: I said that's correct because it was
4 shut down and closed even prior to me even meeting David.

5 BY MR. PAGE:

6 Q So whatever was PCCG actually should have been
7 (indiscernible)?

8 A That's correct.

9 MR. MAYO: Sorry, Your Honor. There's a bad echo.
10 I didn't hear what Fred said or what she said in response.

11 BY MR. PAGE:

12 Q PCCG was shut down prior to marriage, and actually
13 should have been Action Rad.

14 A It was prior to the domestic partnership, too. It
15 was prior to even before meeting.

16 Q So since David is wrong about PCCG, what concerns do
17 you have about the accuracy of anything else that he inputted?

18 A Well, as with any -- as being a data person,
19 obviously the best way to prevent any errors or problems with
20 data is to do a digital download from the bank itself versus
21 hand entry. So, yes, I have lots of concerns about it.
22 That's why I utilize digital downloads and use Mentz.com in
23 order to (indiscernible) actions to ensure that the
24 transactions were correct.

1 Q Prior to the divorce happening, did David ever do
2 any bookkeeping for the company?

3 A No.

4 Q Given the fact that what's here for PCCG is
5 completely wrong since the business was no longer in existence
6 by then, what concerns do you have about the rest of the
7 numbers that he put in?

8 A Well, he's obviously a mathematician. He's
9 extremely smart with number management and manipulating
10 numbers. So, yes, obviously that's not being properly handled
11 by a third party and/or via digital download, I have great
12 concerns for the accuracy in the (indiscernible) of the
13 categories and classifications that is represented.

14 Q What concerns do you have about -- what concerns did
15 you have about his girlfriend inputting the numbers?

16 A Well, obviously that was one of the women that he
17 was cheating on me with that he is now living with so, yes,
18 she has conflict of interest as well (indiscernible) any
19 number manipulation or processing. That's probably why she
20 wouldn't put her name on it. But she knows that this is
21 something David is creating versus something that would -- she
22 would generate herself as this document.

23 Q So this -- these documents here in Exhibit 21, they
24 were prepared in anticipation of litigation?

1 A Yes.

2 THE COURT: Question, Christie.

3 THE WITNESS: Yes?

4 THE COURT: On page 1 of that exhibit where it says
5 PCCG, profit and loss January through December of 2017 --

6 THE WITNESS: Yes?

7 THE COURT: -- are you saying that those facts and
8 figures didn't come in sort of as part and parcel of the
9 clients from PCCG, that would -- that they'd go in -- did that
10 money go into -- oh, my goodness -- Action Rad instead or are
11 you saying these numbers just you don't -- you don't believe
12 that they're --

13 THE WITNESS: They went into my separate bank
14 account, but they were processed under the business of Action
15 Rad Solutions. These were Legacy bank accounts when I created
16 this company. And since I had some of my customers have auto
17 pay set up, rather than having them go through to try to set
18 up a whole new auto pay or rewrite the contracts we just
19 continued to accept payments into that account even though the
20 business is closed and we then, you know, wrote an agreement
21 between the two companies to, you know, process them under
22 Action Rad Solutions, the income.

23 THE COURT: Got you. So when you look at the -- so
24 when you look at the sale -- or the section that says Income

1 and it has R -- I think it says RIS. It's hard for me to see.
2 Hold on one second. Let me -- yeah, R --

3 THE WITNESS: But one of the things you can note of
4 this, this is why I know he stole my company files, if you'll
5 notice on this profit and loss statement and you look at that
6 -- the income that is put on here, it is -- the way that I
7 managed my books, and it's not the best way obviously, but I
8 didn't put any expenses into my QuickBooks. I was doing the
9 invoicing and the payments received from clients.

10 So what you'll see here is what I actually entered
11 in into that QuickBooks file without the appropriate expenses.
12 Because if you look, there's no way that I only had that many
13 -- much expense against the income. So he is not accounting
14 for it properly, number one, and I know that he took my file
15 because that's how he produced this document.

16 THE COURT: Okay. So what I was going to ask --

17 THE WITNESS: (Indiscernible) --

18 THE COURT: I got -- hold on. Who was that? I'm
19 sorry. What did you say?

20 MR. PAGE: Could you say that again? I don't think
21 the judge quite caught all that.

22 THE WITNESS: Oh, say it again? Okay. So --

23 THE COURT: No, no, no, no, no. I heard her. I
24 thought I heard Mr. Mayo or somebody else speak.

1 MR. MAYO: No, I didn't say anything.

2 THE COURT: Okay. Oh, it sounded like you. Okay.

3 THE WITNESS: It's not (indiscernible) --

4 THE COURT: Hold on. Hold on. Hold on. I have a
5 question. I never got the answer to my question. I never got
6 to finish it. So direct sales, it says income, direct sales,
7 RIS 63,488.30, direct sales other, and then it has sort of an
8 -- it has a negative entry 22,500. I don't know what that
9 means. So that \$40,000 in direct sales is a net number. That
10 would have gone into Action Rad, in fact, or --

11 THE WITNESS: (indiscernible) --

12 THE COURT: -- been processed through Action -- hold
13 on.

14 THE WITNESS: (indiscernible) --

15 THE COURT: Hold on. Hold on. Hold on. Hold on.
16 Hold on. If it's accurate. If it's accurate. But that
17 number would have been processed through Action Rad, not
18 through this, but it would have been -- it would have gone
19 into this bank account? Is that what you're saying?

20 THE WITNESS: That's correct. It would have gone in
21 -- a certain amount would have gone into the Medical Systems
22 Group bank account, correct.

23 THE COURT: Okay. And you're saying that the other
24 expenses or the expenses that are deducted aren't the expenses

1 in its entirety -- or in their entirety?

2 THE WITNESS: Well, there's nothing in here for
3 expenses. The only thing expense-wise that's listed here is
4 when -- paid out some resellers or vendors. Because I didn't
5 enter in all of my expenses, I only was taking care of vendors
6 and customers' invoices and payments. And that is why you see
7 that negative 22,500 is that I didn't actually input all the
8 banking information in QuickBooks. I only managed invoices --

9 THE COURT: Understood.

10 THE WITNESS: -- (indiscernible) and payments.

11 THE COURT: Right. I understand.

12 THE WITNESS: (indiscernible) --

13 THE COURT: I understand that's your testimony.
14 Okay. So that's all -- that was the exact same -- I mean,
15 that's the answer to the question. I guess I just asked it a
16 second time because you had already said that. So where it
17 says other expenses, it's just some other P-A-C-S is a
18 negative fifteen five. I don't know what that means.

19 MR. PAGE: (indiscernible) --

20 THE COURT: But you're saying there's obviously many
21 more.

22 THE WITNESS: That means that's somebody that didn't
23 pay or a writeoff because they didn't pay their bill. And so
24 I was -- invoiced it but I didn't receive those funds.

1 MR. PAGE: And then he had RIIS that it actually --
2 it's listed as an expense, other expense, and it's \$72,000 --

3 THE COURT: But it's added back. It's added in I
4 think. It's actually added in it looks like.

5 MR. PAGE: Rather than being subtracted.

6 THE WITNESS: Yeah. So there's just problems all
7 over the place with this not being accurate.

8 THE COURT: Got it. Okay. Mr. Page.

9 BY MR. PAGE:

10 Q And then we take a look at the next page on
11 Exhibit 22, what issues do you have with what David and his
12 girlfriend did?

13 A Well, again I don't -- this is Atomic Radiology. So
14 this is for one (indiscernible) --

15 MR. MAYO: Your Honor, I'm going to object
16 (indiscernible) -- I'm going to object. These are --

17 THE WITNESS: (Indiscernible) --

18 THE COURT: Hold on. Hold on. Hold on. Hold on.
19 Christie, hold on.

20 MR. MAYO: I'm going to object in regards to
21 Mr. Page misstating my client's testimony. He testified that
22 from the accounts that he had created off the bank statements
23 that he had -- his girlfriend insisted -- things he said that
24 he had used from opposing party's QuickBook files. There is

1 no testimony here --

2 THE COURT: Okay. All he said was what are you --

3 MR. MAYO: -- his girlfriend helped him

4 (indiscernible) --

5 THE COURT: -- what issue do you have with what they
6 did? He didn't he say where it came from.

7 MR. MAYO: No. He said -- he said David and his
8 girlfriend in creating this.

9 THE COURT: Yeah. Well, David and his girlfriend
10 did. And we know -- I heard your client's testimony --

11 MR. MAYO: No. He test -- he testified as to the
12 2019 and 2020 --

13 MR. PAGE: No.

14 MR. MAYO: -- summaries and ledgers, not 2017.

15 MR. PAGE: No, he didn't.

16 THE COURT: I didn't recall that it was specifically
17 as to only those. I just thought it was overall what he
18 created. But --

19 MR. MAYO: (indiscernible) --

20 THE COURT: -- I understand -- pardon me?

21 MR. MAYO: That's fine, Your Honor.

22 THE COURT: Yeah. I understand. I mean, look, I
23 understand the way he couched the question. I understand --
24 but if you're saying that that needs to be clarified, you can

1 clarify that at the end of the day. I didn't know there was a
2 differentiation between years. Maybe I missed that.

3 So, in any event, Mr. Page, I'll allow it.

4 BY MR. PAGE:

5 Q What issues do you have with the profit and loss
6 that David and his girlfriend put together for 2017?

7 A So for Atomic Radiology, Inc. this is not
8 representative because we billed out 120K in billables. But
9 that company went bankrupt and did not pay that amount. So
10 while he's showing it as fee-for-service income, he's
11 including billables that weren't actually collected upon that
12 we never actually got, which is the reason -- one of the
13 reasons why I couldn't afford the med-malpractice and why I
14 had to close the business, because it was going to be too
15 expensive to continue.

16 Because we rang up a huge amount of exams for a
17 customer and they then refused to pay, but it still rose our
18 med-malpractice because they have to cover those exams legally
19 for medical malpractice. So it became unaffordable without
20 getting that payment to continue the business. So this is not
21 representative of -- accurately of what actually the business
22 took in profit-wise.

23 Q Would you think that the better way to do it would
24 be through a tax return?

1 A That or just, you know, proper billing and
2 accounting, you know. I was hoping that that would be done
3 because (indiscernible) try to get it done because this is the
4 only books.

5 Q Take a look at Exhibit 22, which is the general
6 ledger --

7 THE COURT: And I see that this thing says accrual
8 basis, which I think is what -- the basis that he used for
9 doing this versus a cash basis.

10 THE WITNESS: Correct. Now, what?

11 BY MR. PAGE:

12 Q Now, we'll take a look here at the general ledger.
13 It's listed here as being for Action Rad Solutions. What
14 issues do you have with the purported entries made by -- and
15 this is for 2019 for David and his girlfriend.

16 A Okay. So the number one issue -- --

17 MR. MAYO: Wait, wait, wait (indiscernible) -- stop.
18 Stop. What exhibit are we on?

19 MR. PAGE: 22.

20 MR. MAYO: Oh, give me -- let me get to it. Hold
21 on.

22 THE WITNESS: Bates number 5670.

23 MR. MAYO: Okay. Thank you.

24 BY MR. PAGE:

1 Q Goes through 5727. But this Exhibit 22, which is
2 purported to be a general ledger for Action Rad
3 (indiscernible) 2019 prepared by David and his girlfriend,
4 what issues do you have with it?

5 A Well, number one, I know that he was utilizing my
6 original QuickBooks file because if you look on the first page
7 of that, if you look down on 1/29/2019 you'll see Medical
8 Systems Group deposit. This was deposits that were coming in
9 from -- into the Medical Systems Group account that he's then
10 putting into here.

11 And if you look further at the very end -- so at the
12 top page, Bates number 5681, and you look at the top of this
13 ledger you will see Action Rad Solutions, Inc. is listed at
14 the top of this ledger. And at the very bottom, on the bottom
15 left, you see total Medical Systems Group and the income
16 there.

17 So basically this is how I know that he potentially
18 took my file, because originally my QuickBooks file was my
19 first business, Medical Systems Group, which was closed prior
20 to meeting David, and then I had changed the name within the
21 QuickBooks file on the company name but there were many
22 entries and things that were still Medical Systems Group
23 related within the file because essentially it was the same
24 QuickBooks file. So this shows that he used -- utilized an

1 incomplete QuickBooks file and hand entered these information
2 in of this -- of this data.

3 Which, again, when you're dealing with data, the
4 more appropriate accurate data is data that is digitally
5 downloaded from a bank. And that's why I use MED (ph) because
6 I wanted to provide the most accurate accounting.

7 Q What issues do you have in your view of this as to
8 you believe the entries made by David are?

9 A Well, not to mention obviously this litigation,
10 conflict of interest, but additionally if you look at the
11 printables and the columns that are lastly printed not
12 connecting to anything, it's -- I would love to take this and
13 even utilize it for my own bookkeeping, but it's hard to
14 substantiate anything that's in here to recreate my books.
15 Because I've been having to recreate my books. So I would
16 love this to be correct, but it -- I see inconsistencies here.

17 Q What are some of the inconsistencies that you
18 (indiscernible)?

19 A Well, number one, the mixing of the multiple
20 different businesses, number one, in the same file. And
21 number two is, you know, the columns not matching up, not
22 being able to (indiscernible). And three, his choice of
23 classification as to what a business expense is or isn't for
24 me. You know, obviously I'm self-employed.

1 I'm going to take the maximum expenses I can that
2 are allowed. So he wants to argue that, but it's still my
3 discretion. And he's utilized his discretion. He doesn't
4 know if I take out cash and I pay this, this or that and I'm
5 writing that off as a business expense, you know, as far as
6 childcare and things like that. So he's making assumptions
7 about things without actually knowing, which he has no ability
8 to know unless he was my bookkeeper or accountant.

9 Q What issues do you have with David reporting some of
10 the transfers from one account to another?

11 A So one of the things and problems that I saw within
12 his accounting right off the bat was that income that goes
13 into my personal checking accounts, such as money that I
14 transfer from a business account into my personal account,
15 that, you know, he was counting again as a secondary income,
16 inflating my income, meaning that -- I only get paid once from
17 a customer. Customer gives me \$3,000 and it comes in from the
18 business account and then I then transfer a thousand of that
19 into my own personal account, you can't count that again as
20 income. I only made 3,000, not four.

21 And I see that happening all over on these
22 documents, an inflation of my income based on those transfers.
23 Because I obviously did a lot of inter-company and
24 interpersonal transfers, which I obviously accounted for, but

1 David's I believe causes an inflation of my income, which
2 doesn't even make sense even in relationship to the bank
3 statements as far as what he's claiming.

4 Or if I moved money from one account to another, at
5 times he would count that as additional income, whereas if I
6 -- I'm happy to provide my actual customer checks or digital
7 deposit pictures in order to clarify exactly how much money is
8 coming in from my customers in the business as for -- as such
9 to help, you know, show that these are not accurate.

10 Q Why don't we take a look to -- let's turn to
11 Exhibit 23, please. What issues do you have with what numbers
12 are inputted by David and his girlfriend into Exhibit 23?

13 MR. MAYO: Your Honor, I -- let me -- wait. Let me
14 pull it up. It's --

15 THE COURT: Hold on.

16 MR. MAYO: All right. What page are we on?

17 THE COURT: Are we on 23?

18 THE WITNESS: Well, just looking at it I think you
19 can clearly see that there's a lack of expenses in here that
20 again shows he used my original file. And, you know, there's
21 certainly more expenses to my business than just a phone.com
22 account and some small fees, dues, and descriptions and web
23 hosting. And those are the only expenses I see depicted here,
24 which it clearly, if you look at any of my bank statements,

1 I'm sure Your Honor can substantiate that I had plenty more
2 expenses during those dates and months, which obviously is not
3 depicted in this document. There's a lot of zeros.

4 BY MR. PAGE:

5 Q For example, business (indiscernible) David is
6 claiming that Action Rad has all of these -- all of this
7 profit back on Exhibit -- it's Atomic Radiology. But when we
8 take a look here at -- on Bates label 5731, is the net income
9 for those months, May -- January, February, March, April, May,
10 is the net income positive or negative?

11 A It's showing negative. So these -- I had negative
12 4,000 in January of 2019? You know, so these numbers don't
13 even make sense. It shows me negative for five months.

14 Q Now, let's go ahead and move on to -- it's Action
15 Rad Solutions, Inc.'s account quick report as of March 17,
16 2020. Any idea what (indiscernible) --

17 THE COURT: Where is that?

18 MR. PAGE: -- (indiscernible) with this entry where
19 you were listing transfers --

20 THE COURT: Mr. Page. Mr. Page, help me. Where are
21 you?

22 THE WITNESS: Bates number 5740.

23 MR. PAGE: Exhibit 24.

24 THE COURT: Oh, Exhibit 24. Okay. Thank you.

1 BY MR. PAGE:

2 Q This is a quick report. Do you have any idea what
3 David is doing?

4 A I honestly don't have any clue of what this quick
5 report represents or what its intention is. And there's
6 another whole column. I have no idea how that correlates.
7 All I see is a zero at the end. So I have no idea what this
8 is supposed to depict.

9 Q Since David didn't list any Bates numbers, is it
10 more difficult or impossible for you to correlate with the
11 bank statements he claims that he's taking this from?

12 A I have no idea where he's taking this from, so.

13 Q Let's go ahead to turn on to Exhibit 26. And this
14 is listed as a general ledger for Atomic Radiology as of the
15 end of 2019. What issue do you have with what David and his
16 girlfriend did?

17 A Well, I can see customers that weren't even
18 customers of Atomic Radiology and -- listed in here. So --

19 Q For example who?

20 A MM Jersey Breathing Center, for example. So --

21 Q Who were they a customer of?

22 A They're a customer of Action Rad Solutions and not
23 of Atomic Radiology.

24 Q What else do you see?

1 A Pinnacle MRI Group. They were -- they were a
2 customer of Action Rad and not a customer of Atomic Radiology.
3 Cross hosting between accounts it appears.

4 Q And so, for example, if you have a withdrawal here
5 say at -- they list it as Cosmo. I'm going to assume it's
6 Cosmopolitan. What would that likely be done for?

7 A Well, that absolutely was done -- that \$4,000 was
8 absolutely done to pay Donna, that 4,000 that I took out that
9 day. It was convenient because I was there. So I actually
10 took out cash to pay Donna (indiscernible) in cash, and I did
11 pay her the full (indiscernible).

12 Q That actually says Bank of (indiscernible)
13 underneath.

14 A Oh, yeah. That's -- that one there is a withdrawal
15 at an ATM at the Cosmopolitan, yes.

16 Q And did you have an arrangement with your bank to be
17 reimbursed for any withdrawal fees?

18 A Oh, yeah. So I -- I am a member of Cushion
19 (indiscernible) and basically any overdraft fees or bank fees
20 they go in and try to negotiate a (indiscernible) quite a
21 return on those fees already. Which are in my bank statements
22 because they automatically post back to my bank statements as
23 credits.

24 Q So if you have to do something like pay for daycare

1 or pay a bill and you're casino -- at a casino, how would you
2 facilitate that being done?

3 A I would just go to the ATM and get cash because it's
4 the most convenient, rather than making an extra trip to the
5 bank.

6 Q And also because your fees were being reimbursed?

7 A Correct.

8 Q Any other issues that you have with the types of
9 inputs that David and his girlfriend did here to this general
10 ledger?

11 A I see another customer, Hudson MRI. This is another
12 customer of Action Rad. I see him with some of the expenses
13 that were utilized for the multitude of companies, like the
14 Dropbox and things like that are on here that were expenses
15 shared -- or written off within Action Rad.

16 Q Have these cash withdrawals and things like that.
17 What would those be of a nature for?

18 A Well, the larger amounts usually because I paid my
19 programmer in China and (indiscernible) radiologist would
20 require a wire transfer. In order to do that I would take a
21 withdrawal and then turn around (indiscernible) the actual
22 wire to the doctor or the programmer, which he knows that.

23 Q What programming would you have someone in mainland
24 China do?

1 A So the products that we utilize for the radiologists
2 to view the images and radiology interpretations was a
3 software that I had developed through my previous company.
4 And that product was the one that's outdated. It has not been
5 updated. And that programmer is still supporting the product.
6 So when there's a need to import data or set something up or a
7 technical issue that the doctors need help with with regards
8 to software, he would help me maintain the software that the
9 platform -- that the radiologists were utilizing to do the
10 interpretations.

11 Q So if we have here withdrawals from ATMs at casinos
12 such as Tropicana -- I'm looking here at Bates label 5754 --
13 what would be the reason for those at that location?

14 A Again to -- at that time it was just right after our
15 separation, and David had been withdrawing cash out of the
16 accounts. He had access to the accounts. So as soon as money
17 hit the bank I would take it out, but they only have a limit
18 per card per day that you can take out without paying more
19 exorbitant fees, like at a casino cage.

20 So when I was removing money, there's a limitation
21 per card, so I would oftentimes take out maybe 300, then
22 another 300 in order to meet whatever cash needs I had because
23 there's a limitation to how much cash you can take out.
24 (Pause) And I did absolutely take out cash as soon as it

1 entered into the bank because I was afraid David -- because he
2 had overdrawn the account several times with financial
3 (indiscernible) I was worried he was going to do it again.

4 Q Move on to Exhibit 27. Can we take a look at the
5 document here, which is Bates label 5759? Is there any
6 identifying information as to what company this relates to?

7 A No.

8 Q Is there any identifying information as to what time
9 period this allegedly relates to?

10 A No.

11 Q Based upon what you've seen before in Exhibits 21
12 through 26 and what was reviewed on September 14, as well as
13 December 9, what issues do you have with the numbers that
14 David and his girlfriend put down?

15 A Again, that I don't feel that they're accurately
16 depicted. I don't feel that there's enough data and
17 information to verify this. And like I said, I would love for
18 it to be that they did all my bookkeeping and help me catch up
19 with my bookkeeping. I would love this to be accurate and
20 true because I'd get a copy of it and I'd be happy because I
21 wouldn't have to pay another bookkeeper or accountant to do
22 it. But this is not accurate. And if it were anything
23 provided from a professional it would be, you know, able to be
24 substantiated and we'd know what we're looking at on this

1 page, which I have no clue.

2 Q Would you rather have had an accountant done this
3 work?

4 A Yes. Yes. It would have saved me a lot of
5 aggravation and I've been using Mentz.com because it's the
6 easiest way to pull everything in and get it to come out in a
7 report right now because I (indiscernible) all my books caught
8 up.

9 Q And then we have something here. This looks like
10 it's a -- the print is -- how would you describe the print on
11 here, the size?

12 A Not a professional production of any type of summary
13 of a profit and loss statement. That is not very legible or
14 readable.

15 Q Is the print too small to be used?

16 A That's correct.

17 Q Okay. If we take a look at this, it looks like it's
18 -- does it look like 19 to you?

19 A I can't -- I can't -- I have farsighted -- I wear
20 contacts. I can't really see it that well.

21 Q I'm going to use my -- the camera on my iPhone to
22 zoom in.

23 A But I --

24 Q It's 19.

1 A I just feel like if he's going to spend a hundred
2 thousand dollars on (indiscernible).

3 Q So when we look at this here for Atomic Radiology
4 for January -- for December of 2019 --

5 A Uh-huh.

6 Q -- what issues do you have with the inputs that are
7 listed?

8 A Well, that he created them. Him and his girlfriend
9 created them, and I have no way to substantiate what's on
10 here. It's not legible or readable.

11 Q Were you in any way satisfied with David's
12 explanation as to how he did, what he did, when he did it?

13 A No. He's a data mathematician. He should know
14 better to do this better.

15 Q And then when we take a look here, it says here
16 Atomic Radiology statement of revenues and expenses. Is this
17 even a profit and loss statement?

18 A I have no idea. It doesn't even equate. Like it's
19 like -- I mean, one part he said -- Okay, this is -- this is
20 interesting. So one part he said it made a hundred
21 (indiscernible) he says it only made thirty. So there's very
22 big inconsistencies between the different documents --

23 MR. MAYO: Sorry. What page are we looking -- what
24 page are we looking at?

1 MR. PAGE: 5761.
2 MR. MAYO: We're still on 26?
3 MR. PAGE: We're on 27.
4 THE WITNESS: So one document says Atomic Radiology
5 made a hundred and seventy --
6 MR. MAYO: Your Honor -- Your Honor -- Your Honor, I
7 would ask -- I would ask to be able to take a look at it real
8 quick. They just -- they're pointing at documents. I'm
9 trying keep up.
10 THE COURT: Hold on. Slow down, guys.
11 MR. MAYO: What Bates number was that again, Fred,
12 the one you just were asking her about?
13 MR. PAGE: 5761.
14 MR. MAYO: 5761. Okay.
15 THE WITNESS: I think the overall point is he's not
16 doing this to help me, otherwise he would have gotten a proper
17 bookkeeper or accountant and it would have been helpful to me,
18 but he didn't want to be helpful. So I can't trust anything
19 that David has created.
20 MR. PAGE: Are you there?
21 MR. MAYO: Yes.
22 MR. PAGE: Found it? Okay.
23 MR. MAYO: Oh, I did. Sorry. I said I did. You
24 may not have heard me.

1 BY MR. PAGE:

2 Q For (indiscernible) for this January through
3 December 2019, and then you go to the following page and it
4 had January to December 2019 and then it has net income of
5 39986. Are you able to make any heads or tails of the
6 correlation between the pages Bates labeled 5761 and the page
7 that's Bates labeled 5762?

8 A The only thing that I can see as a consistency is
9 the same time frames listed and same company and amounts being
10 depicted on different reports. They don't make sense.

11 Q What if any explanation did David provide as to why
12 these inconsistencies exist?

13 A He didn't.

14 Q Turn to the next page, which is Bates labeled 5763.
15 Can you read that?

16 A No.

17 Q For the record here, I'm having to create a
18 magnifying glass to be able to read what was submitted by them
19 and then printed out. But it looks like it is --

20 A Another PCCG.

21 Q -- PCCG January through December 2019. What was the
22 status of PCCG in 2019?

23 A I can't even -- it's supposed to be a profit and
24 loss, but again --

1 Q Why don't you just take it over.

2 A Yeah, I'm sorry. I can't --

3 Q Okay.

4 A Okay. So right off the bat, you look at this again,
5 for income and expenses there's a ton of expenses missing.
6 You look at any of the bank statements for 2019, you're going
7 to see expenses certainly occurring more than what is present
8 here on this document. If you look at the amounts that are
9 listed and what they are for, you know, it doesn't equate to
10 the actual expenses for this company.

11 So I can tell you that right now that there's just
12 not enough expenses in here, so it doesn't make sense, just
13 from what I can see generally speaking here. Trying to
14 connect everything with this -- looking through this phone.

15 Q And did David ever provide any Bates numbers or
16 Bates labels that would allow you to try and verify what he
17 and his girlfriend were putting down?

18 A No. And then he (indiscernible) --

19 MR. MAYO: They're freezing up. I can't hear them.

20 THE WITNESS: -- that were business --

21 THE COURT: I lost them too.

22 THE WITNESS: -- (indiscernible) considering my car
23 warranty not being (indiscernible) --

24 THE COURT: Christie, hold on one sec. Christie, we

1 lost you for a second. So back up to the last sentence you
2 were saying. We missed it.

3 THE WITNESS: He classified things that were
4 business (indiscernible) -- can you hear me? Hello? Oh, it's
5 having another --

6 THE COURT: Yeah, you were definitely cutting out.
7 Can you hear me? You were cutting out.

8 THE WITNESS: -- (indiscernible) things that I
9 considered (indiscernible) --

10 THE COURT: I think they're freezing up. I think
11 they're freezing up. You guys are freezing up.

12 THE WITNESS: -- (indiscernible) they're offsetting.

13 THE COURT: You guys are freezing up. You guys are
14 freezing up.

15 MR. PAGE: We're going to close and go back in, if
16 we may.

17 THE COURT: Yeah. If you -- that's good. And you
18 know what? Give me -- let's take a 10-minute break and
19 that'll help me on my end, and then you guys get re-set up
20 again.

21 MR. MAYO: All right. Thank you.

22 MR. PAGE: Okay. Here we go.

23 (COURT RECESSED AT 1:51:38 P.M. TO 2:01:00 P.M.)

24 (CONTINUATION OF PROCEEDINGS CONTAINED IN VOLUME II)

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ATTEST: I do hereby certify that I have truly and
correctly transcribed the digital proceedings in the
above-entitled case to the best of my ability.

/s/ Lee Ann Nussbaum
LEE ANN NUSSBAUM, CET
Certified Electronic Transcriber

1 **TRANS**

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5 **EIGHTH JUDICIAL DISTRICT COURT**
6 **FAMILY DIVISION**
7 **CLARK COUNTY, NEVADA**
8

9 DAVID PATRICK STUCKE,)
10 Plaintiff,) CASE NO. D-18-580621-D
11 vs.) DEPT. F
12 CHRISTIE LEEANN STUCKE,) APPEAL NO. 82723
13 Defendant.) **(SEALED)**
14 _____)

15
16 BEFORE THE HONORABLE DENISE L. GENTILE
17 DISTRICT COURT JUDGE

18 TRANSCRIPT RE: NON-JURY TRIAL (DAY 4) - VOL. II

19
20 FRIDAY, DECEMBER 11, 2020
21
22
23
24

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I N D E X O F W I T N E S S E S

<u>PLAINTIFF'S</u> <u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
CHRISTIE STUCKE	10/83	97	111/121	123
DAVID STUCKE	129	--	--	---
DEFENDANT'S WITNESSES:				
CHRISTIE STUCKE	132/188	254	292	--
DAVID STUCKE	300	--	--	--
* * * * *				

I N D E X O F E X H I B I T S

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1 LAS VEGAS, NEVADA

FRIDAY, DECEMBER 11, 2020

2 P R O C E E D I N G S

3 (COURT RESUMED AT 2:13:52 P.M.)

4 (THE FOLLOWING TRANSCRIPT CONTAINS MULTIPLE
5 INDISCERNIBLES DUE TO POOR RECORDING QUALITY)

6

7 THE COURT: All right, Mr. Page. Hopefully your
8 system's back up.

9 MR. PAGE: We'll keep our fingers crossed. We
10 (indiscernible).

11 THE COURT: Okay.

12 MR. PAGE: Hopefully that does the trick.

13 DIRECT EXAMINATION CONTINUED

14 BY MR. PAGE:

15 Q So when we left off, we were looking at I believe it
16 was Bates label 5763, but the print was really too small to
17 see and it was for PCCG from ostensibly labeled profit and
18 loss. We discussed your issues with that. And then on the
19 following page, which is 5764, there are some -- there's some
20 more print that's really too small to read as it's printed out
21 except for the -- in addition to the fact that it's too small
22 to read, what other issues might you have with this?

23 And for the record, she's using the iPhone as a
24 magnifying glass so she can read it.

1 THE COURT: Okay.

2 MR. MAYO: Does she want to pull it up on the
3 computer where it's a PDF and you can zoom in a little bit?

4 MR. PAGE: I'm sorry?

5 MR. MAYO: Does she want to pull it up on the
6 computer where it's a PDF and she can zoom in a little bit?

7 MR. PAGE: Well, one, we're reading it from what we
8 have printed out here; two --

9 THE WITNESS: Okay. So --

10 MR. PAGE: -- quite frankly she shouldn't be placed
11 in the position of having to do this (indiscernible).

12 THE WITNESS: Okay. So, number one, there's no
13 information about what company this is. And it lists personal
14 stuff in here, which I'm assuming David has made
15 classifications as to what's personal, what's business in his
16 classifications of things. Which, again, you know, I don't --
17 you know, I don't know what this rep -- you know, what time
18 frame it represents either.

19 I don't see a date anywhere on here. I mean, like I
20 -- I made a joke. I would lovingly wish that a bookkeeper or
21 even his girlfriend because she wouldn't, you know, try to
22 make a mistake, would actually do the books proper. I would
23 have no problem with it. But this is garbage. This is not --

24 MR. MAYO: What Bates number --

1 THE WITNESS: This is not -- this is not --
2 MR. MAYO: What Bates number is that --
3 THE WITNESS: -- professional quality.
4 MR. PAGE: Let her finish testifying.
5 THE COURT: Hold on. He's asking what Bates number.
6 THE WITNESS: It's Bates number 5764.
7 MR. MAYO: Sorry. You said 57 what?
8 THE WITNESS: 5764.
9 THE COURT: 65.
10 MR. MAYO: Okay. And that's on what document?
11 THE WITNESS: Well, this is -- I don't know which
12 company this is for, but I (indiscernible) --
13 MR. MAYO: Your Honor -- Your Honor --
14 THE COURT: Hold on. Hold on, Christie. Hold on.
15 You're looking at --
16 MR. MAYO: (indiscernible) --
17 THE COURT: What was that?
18 MR. MAYO: So I just want to make sure -- because we
19 took a break, and I'm just trying to remember which one we're
20 on. Which exhibit number are we on?
21 MR. PAGE: We're on 27.
22 MR. MAYO: 27. Okay.
23 MR. PAGE: The one we were on before the break.
24 THE WITNESS: Bates number 5764.

1 MR. MAYO: Okay. Thank you.

2 THE WITNESS: Okay. So the one biggest issue I can
3 see here is that he's trying to say -- again, I don't know
4 which company this is for. But either way, whichever company
5 it's for, if you look at the bottom line I think that is --
6 hold on -- net -- net income. And if you look at the amount
7 that's listed under net income, which is one thousand -- oh,
8 what is that -- nine hundred and twenty-nine dollars and
9 eighty-eight cents.

10 And so where does that equate to any of the company
11 numbers that he's presented? That doesn't make any sense
12 whatsoever. One minute he's saying I'm making a hundred
13 thousand dollars in one account, and the next minute he's
14 saying I'm only making a thousand on this statement. So it
15 doesn't -- it doesn't -- it's garbage in my opinion. It
16 doesn't make sense.

17 I mean, you can't say one minute that this is 2019
18 for any company, and in all of them you're saying I'm taking
19 tons of money, yet on this one he's depicting I'm making one
20 thousand nine hundred and -- what is it -- nine hundred and
21 thirty-nine dollars net. So which is it? You know? What am
22 I making? I have no clue based on these books. I would love
23 to know. Please tell me. Hire a real bookkeeper and I'll
24 accept it.

1 BY MR. PAGE:

2 Q Now, the next page we have which is Bates labeled
3 5765 is equally small, but at least the caption is readable.
4 It says Christie personal checking profit and loss.
5 Personally do you have a profit and loss?

6 A No. You just have personal income. There's not a
7 profit and loss for me personally. I don't understand how
8 you're doing a profit and loss on me personally when that's
9 not a business. So how is that? Are you just categorizing my
10 expenses personally? What's the point of this?

11 Q So when you take a look at this here --

12 A (Indiscernible).

13 Q Can you actually see if there's anything that says
14 profit and loss at the end?

15 A Can you put your camera back on?

16 Q Oh, sorry.

17 A No, I don't see anywhere where it says profit and
18 loss. I just see a list of expenses. But looking at those
19 list of expenses, they certainly don't match the business for
20 2019. I mean, obviously you can see in my Financial
21 Disclosure Form where he's only listing, I don't know, 18,000
22 maybe of expenses? I have no clue what he's listing here.
23 But it's certainly not the forty-nine thousand-plus that I
24 listed as personal (indiscernible).

1 So, you know, if he wants to, you know, say I'm not
2 reporting personal, I'm actually reporting more personal than
3 he's reporting on this personal profit and loss as personal
4 expenses in my Financial Disclosure. So I would again say he
5 is classifying and not organizing information in an
6 understandable way that really depicts what my personal
7 expenses are, because I had much more than this. So like he's
8 under reporting for me on that regard.

9 Q Now, let's go to -- turn over to page -- Exhibit 28.
10 This is also, in a duplicative way, listing Christine personal
11 checking profit and loss. Does this one actually have a
12 profit and loss for you at the bottom?

13 A It says I'm negative 50,000. Okay. I'm negative
14 50,000 in my personal account right now apparently, according
15 to that one.

16 Q Based upon -- based upon (indiscernible) --

17 MR. MAYO: I'm sorry, can you repeat that? Hold on.
18 I couldn't hear of the laughing. What page? What Bates
19 number is she looking at on 27?

20 MR. PAGE: You heard her, Counsel. It was Exhibit
21 28, Bates label 5766.

22 MR. MAYO: Oh, Fred. Calm down. I was looking at
23 -- I'm taking notes, I'm writing stuff down, you're flying
24 through stuff. It takes --

1 THE WITNESS: I'm wondering if (indiscernible) --
2 MR. PAGE: (indiscernible) --
3 THE COURT: Guys, you cannot talk at once. Stop.
4 He's asking what number. It's 5766. It is labeled Christie
5 profit and loss.
6 MR. MAYO: Okay.
7 THE COURT: For January through December of 2019.
8 THE WITNESS: (Indiscernible)
9 THE COURT: Okay. Got it.
10 BY MR. PAGE:
11 Q As we turn further on in Exhibit 29, where we're --
12 MR. PAGE: In case you're following along, Counsel,
13 it's 57 (indiscernible).
14 THE COURT: We're on 29.
15 MR. MAYO: Part of the problem is, Fred, you keep
16 freezing up.
17 MR. PAGE: Personal profit and loss, the first page
18 is. The second page --
19 THE COURT: What exhibit, Fred? What exhibit?
20 Sorry. You keep free -- I think he said -- I thought he said
21 29. You keep freezing up, Mr. Page. That's why we're having
22 trouble.
23 MR. PAGE: Exhibit 28.
24 THE COURT: 28. Okay.

1 MR. MAYO: And what page number?

2 THE WITNESS: Bates number --

3 MR. PAGE: Bates number 5767.

4 MR. MAYO: Okay. Thank you.

5 BY MR. PAGE:

6 Q So would you agree that Christine profit and loss on
7 page 5766 is completely different than Action Rad Solutions
8 profit and loss January 1, 2019 through March 24, 2020, Bates
9 label 5767?

10 A I would agree that they're different, yes. And this
11 one has no expenses in it. You can see all the zeros.

12 Q So that's the issue you have with what he has for
13 Action Rad Solutions profit and loss January 1, 2019 through
14 March 24, 2020?

15 A Correct. It's showing negative and no expenses.

16 Q You've reviewed Exhibits 21 through 28 at this
17 point. Is there anything in the documents provided from
18 Exhibit 21 through 28 based upon your review that is in any
19 way reliable?

20 A No.

21 Q Again for clarification for the Court, what issues
22 do you have with what's been submitted as Exhibits 21 through
23 28?

24 A Well, first (indiscernible) --

1 MR. MAYO: Your Honor, this was asked and answered.
2 Your Honor, this is -- Your Honor, this is asked and answered.

3 THE COURT: It is. It is. And I already know what
4 her issues are. It is. Sustained. Let's move on, Mr. Page.

5 MR. PAGE: Okay. I'll move on.

6 THE COURT: I got it. I can read them and I can see
7 the issues what she -- that she has. I'm just trying to save
8 the time.

9 MR. PAGE: Next we're going to move on to
10 Exhibit 29.

11 THE COURT: Okay. Perfect. Just want to make sure
12 we can get through everything.

13 BY MR. PAGE:

14 Q So we're going to start off with -- it's Bates
15 labeled 5779, but it's a fairly thick exhibit and it goes
16 through Exhibit -- or, sorry, Bates label 5846. Could you
17 take a look through this? And this is the PCCG, Inc. general
18 ledger as of December 31, 2019. Could you tell us what you --
19 what issues you have with what's been inputted by David and
20 his girlfriend?

21 A Well, obviously PCCG, Inc. is a nonexistent
22 corporation, number one. Number two, the columns of this
23 report go off onto a whole separate page of a balance sheet
24 that can't connect to anything. And, you know, number three,

1 it looks like they've included not just the 1401, which is
2 obviously Action Rad Solutions -- you can see here on the
3 first page, Bates number 5779, where it says checking, Wells
4 Fargo, 1401, which is representative of Action Rad Solutions.
5 So if you are including that in there, how is that PCCG Inc.
6 anyway?

7 So it doesn't -- it doesn't -- I think he did cross-
8 posting between two different accounts into this ledger and --
9 yeah, you know, I don't -- I'm sure he probably did hand enter
10 things. But again, you know, he's not an accountant, he's not
11 a bookkeeper. He's absolutely a (indiscernible) --

12 THE COURT: I got that already.

13 MR. MAYO: We're getting into a narrative
14 (indiscernible) --

15 THE COURT: I got that already. I got that already.
16 Yeah, I know. Just answer the question, please. We don't
17 have a lot of time.

18 THE WITNESS: That's not -- those are the things --
19 and then I see another savings account of 9517 listed on Bates
20 number 5791, and then I see Action Rad Solutions, again
21 related entities, on Bates number 5792 at the top left of the
22 page. So is this indicative of PCCG, Inc. or is this Action
23 Rad Solutions? Which is it?

24 THE COURT: Got it.

1 BY MR. PAGE:

2 Q Would it also be helpful if he placed Bates labels
3 (indiscernible) so you could go back in and cross-check any of
4 this?

5 A Of course. (Indiscernible) --

6 MR. MAYO: Your Honor, asked and answered.

7 THE COURT: It has been. Look, I got all that,
8 Mr. Page. That's not for her to decide. I'll make the
9 determination as to the credibility and reliability of the
10 documents, so. Okay.

11 BY MR. PAGE:

12 Q Let's move on to Exhibit 30. This is labeled -- or
13 entitled PCCG, Inc. Profit and Loss, January 1, 2019 to March
14 30, 2020. It starts off with Bates label 5847. As you look
15 through this purported profit and loss from January '19
16 through March '20, what issues do you have?

17 A Well, first off, I can see certainly there's a whole
18 bunch of missing expenses. That's number one. Two, let's see
19 here. How did my -- okay. Money out to personal checking and
20 to others, that's the only thing I see him putting in there.

21 But again he's showing -- if you look at the bottom
22 at the net income of the amounts or that -- you know, at the
23 end of each month, they're not depicting the grand income that
24 he's depicting on other statements. So that's the part that

1 doesn't make any sense. So they don't represent accuracy.

2 Q Also didn't he list the same document on Exhibit 23?
3 Isn't that the same thing where you have January 1 --

4 MR. MAYO: (Indiscernible).

5 MR. PAGE: Oh, I'm sorry. Never mind.
6 (Indiscernible) --

7 THE WITNESS: Action Rad's different.

8 MR. PAGE: I see. Okay.

9 THE WITNESS: Yeah. But that's the point. There's
10 not two -- there's not -- not two companies. They're just the
11 one. And then there's also -- even if he was just trying to
12 depict the income that came into PCCG, those aren't -- those
13 aren't accurate. All the information isn't there of all the
14 expenses, so. Because if you look at my statements, there's a
15 huge amount more of expenses. Let me go back. I'd have to go
16 back over the statement, but I don't which -- I don't know
17 really. Is it PCCG? Is it Action Rad? Is it personal, my
18 personal (indiscernible), I mean, so.

19 But if we take his numbers for net income, you know,
20 it's pretty clear that in -- for those four months of May
21 through August that I'm seeing here on this Bates number 5854,
22 if you go to 5854 at the bottom of the page for the net income
23 for PCCG, Inc. supposedly -- and this is the other messed up
24 part. So at the top of the page, as you can see, PCCG, Inc.

1 1/1/19 to 3/30/20.

2 But the only thing that's represented on the page is
3 May 2019 to August 2019 for the net balances, for the net
4 income. So how is that representing that time period when you
5 only have a net income? And not only that, look at the net
6 incomes. The net incomes that he's showing here, you know,
7 are much lower than the, you know, inflated revenues that he's
8 trying to say that I'm making. So these are probably maybe
9 close to being -- maybe he did use some data entry.

10 But, you know, the point is is it's not -- it's not
11 depicting what a proper report should. I mean, give me a
12 proper report. I'd love it. I'd love to use it for my
13 business. But, you know, with -- it would seem that if he had
14 counsel he's paying a hundred thousand dollars for you'd think
15 they would get a third party accountant.

16 BY MR. PAGE:

17 Q Let's go ahead and turn to Exhibit 31. This
18 document is entitled PCCG (indiscernible) Account Quick Report
19 as of April 1, 2020. Take a quick look through it.
20 Unfortunately the balance sheets are -- is on the second page.
21 It doesn't correspond with the first page. But in any event,
22 what issues do you have with this PCCG account quick report?

23 A Well, this might actually be one of the ones that I
24 can say he might have done correctly, and the fact of that

1 being I believe it might be -- again, I'm guessing, because it
2 says PCCG, Inc. at the top I'm assuming this is for the
3 Medical Systems Group savings account because I see business
4 savings listed for total business savings.

5 So I'm assuming this is a savings account. And,
6 yes, in that sense that I don't keep anything in my savings
7 accounts that I -- but I have made accidentally sometimes
8 deposits or moved money in and out of the savings account.
9 That is probably accurate in that regard.

10 So if that is what it represents, which I believe it
11 is to be -- but again it's not labeled Medical Systems Group.
12 There's no account number on here. I'm just taking a guess.
13 And I'm guessing that this -- actually I'll give him credit.
14 I think this one might actually be correct. But this is the
15 only one I can give validity to that it -- it potentially
16 represents accurate information.

17 Q Going on to Exhibit 32. And this is something that
18 has no title up at the top.

19 A Correct.

20 Q Has no date at the top.

21 A Correct.

22 Q And it's Bates labeled 56665 (sic).

23 A No, it's labeled 6665.

24 Q Oh, sorry. And on this one it has what's entitled

1 Losses by Month, December, January, February, March, April,
2 and then through May 5. And as you look at that here, do you
3 see any year that's referenced after any of the months?

4 A No.

5 Q Do you see any Bates label numbers that might allow
6 you to go back into some casino record (indiscernible) to see
7 whether it might be accurate?

8 A No. But even if you look at the totals -- let's
9 look at the totals here because, come on, this is where it's
10 getting ridiculous. This is why I'm really frustrated.
11 Because if you look at this, Tropicana, let's say there was a
12 loss of \$496 and (indiscernible) promotional credits.

13 The point is the petty nature and the idea that for
14 negative \$496 for a month at, you know -- or whatever he's
15 depicting here where he's even showing a win I guess of -- at
16 the Cosmopolitan of two nineteen twenty-two. So here he's
17 saying I won money, you know. We're talking about a --
18 compared to our incomes and also with understanding the nature
19 that we advantage gamble, like this is such a small portion on
20 a monthly basis.

21 Like, what is it that he's trying to say here is
22 that, you know, these statements are showing X number of
23 dollars on their records lost and trying to make it look -- I
24 get it -- like I'm wasting money all over the place. I get

1 what he's trying to show, but he's not doing a very good job
2 of showing it, for sure, because he has to manipulate it for
3 his own spreadsheet, because if you look at the ones from the
4 casino, it shows it more accurately.

5 Q Now, it also has down here 2019 a number, 2018 a
6 number, 2017 a number, 2016 a number. Is there any type of
7 breakdown as to what documents that may come from, what casino
8 that may come from, whether it's all of the casinos, whether
9 it's some of the casinos? Does it show anything like that?

10 A No. He's not substantiated it at all. But we do
11 have losses on paper with (indiscernible). So I wouldn't be
12 surprised if there is negative twenty thousand. That was
13 about what we did during our casino advantage gambling, which
14 he filed all the taxes and W2Gs for for our joint return, so
15 he knows that's what we did.

16 Q Then for Exhibit -- let's turn to Exhibit 33. This
17 document's Bates labeled 7268. There's no date range at the
18 top, there's no (indiscernible) --

19 THE COURT: Okay. Mr. Page -- Mr. Page, I'm going
20 to ask you the same thing I did Mr. Mayo when he was going
21 through documents. If it's more something you can go broadly.
22 And also, you don't need to tell her what it says.

23 MR. MAYO: Yeah, exactly.

24 THE COURT: I mean, she can tell us if she -- if she

1 can, but --

2 THE WITNESS: Okay. I've got to point out a major
3 issue that's used to identify on here. So let's take a look
4 at (indiscernible) --

5 MR. MAYO: There's no pending question.

6 THE COURT: Hold on. There's no -- there isn't.
7 That's right.

8 THE WITNESS: (Indiscernible) --

9 THE COURT: That's what I'm saying. Mr. -- hold on.
10 Hold on.

11 THE WITNESS: Okay.

12 THE COURT: Mr. Page, instead of telling you what
13 this document said -- and that's not what he's -- I'm just
14 trying to shorten -- get us to the point here. I can tell
15 that. I can see that. So that's going to be a lot of
16 Mr. Page's argument, and that's what I'm going to look to you,
17 Mr. Page, to do when you close. But for her questioning,
18 please just do your direct.

19 MR. MAYO: And my apologies. We're going through it
20 quickly. What exhibit number?

21 MR. PAGE: I just -- I have (indiscernible) -- I
22 lost some awareness, so I appreciate bringing back --

23 THE COURT: No, it's okay. I understand. I
24 understand what the issue -- what issues you're trying to

1 raise. I'm just trying to make sure that we get her testimony
2 in versus -- because that's a lot of stuff. You can do that
3 in closing and I can -- you can point me to it and I can see
4 it and it's fine. I just don't think you need her
5 testimony --

6 MR. MAYO: What exhibit number -- what exhibit
7 number and Bates are we looking at?

8 THE COURT: He's on -- he's on Exhibit 33, and the
9 Bates is 7268 it looks like.

10 MR. MAYO: Okay. Thank you, Your Honor.

11 THE COURT: Is that correct?

12 BY MR. PAGE:

13 Q What issue do you have with what's in Exhibit 33?

14 A There -- number one, I'm not seeing expenses. If
15 I'm reading it correctly -- which I'm not sure if I'm reading
16 it correctly. This is not exactly readable. I think I'm
17 reading on the first column Action Rad of -- this is supposed
18 to represent all income coming into Action Rad, which it
19 doesn't make sense.

20 Because if he says I'm taking cash out at a bank or
21 cash out at a casino, how would that be income if it's listed
22 underneath that Action Rad amount? Or is that a deduction?
23 If so, it's not obvious that it's a deduction.

24 And then if you go further down the page to the