

IN THE SUPREME COURT OF THE STATE OF NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC; SJC VENTURES
HOLDING COMPANY, LLC,

Appellants

vs.

CBC PARTNERS I, LLC; CBC
PARTNERS, LLC; 5148 SPANISH
HEIGHTS, LLC; KENNETH ANTOS
AND SHEILA NEUMAN-ANTOS;
DACIA, LLC

Respondents.

Case No. 82868

Electronically Filed
Nov 10 2021 01:25 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from a decision in favor of Respondent
entered by the Eighth Judicial District Court, Clark County, Nevada
The Honorable Elizabeth Gonzalez, District Court Judge
District Court Case No. A-20-813439-B

APPELLANTS' APPENDIX VOLUME XIV

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	Michael R. Mushkin on Behalf of 5148 Spanish Heights, LLC		
05/18/2021	Transcript of Oral Ruling Re: Motion for Sanctions for Violation of the Automatic Stay and Related Relief Filed By James D. Greene on Behalf of Spanish Heights Acquisition Company, LLC	XIX	AA4403-4426

CERTIFICATE OF SERVICE

I certify that on the 10th day of November, 2021, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPELLANTS' OPENING BRIEF** and **VOLUMES I – XIX** of the **APPENDIX** shall be made in accordance with the Master Service List as follows:

Michael R. Mushkin, Esq.
MUSHKIN & COPPEDGE
6070 S. Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Attorney for Respondents

DATED this 10th day of November, 2021.

/s/ Natalie Vazquez

An Employee of MAIER GUTIERREZ & ASSOCITES

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85/22 87/3 91/9 92/14 94/4 95/22 96/1 96/6 104/8 105/14 106/15 106/22 107/6 114/16 115/14 116/10 116/19 120/15 122/10 122/18 122/21 123/4 123/13 125/4 125/15 127/3 127/21 128/11 129/23 130/4 130/13 130/18 131/16 132/20 143/6 143/8 145/14 147/8 147/24 155/4 156/20 157/3 158/20 159/6 159/8 159/9 161/12 161/14 161/23 162/18 166/9 166/14 166/16 169/8 170/9</p>	<p>170/15 171/10 171/13 171/17 172/10 172/11 173/3 175/20 177/5 180/15 181/20 182/19 183/16 184/16 196/23 200/3 200/24 201/4 201/15 201/17 201/22 209/9 213/15 213/15 213/16 214/7 214/15 217/25 218/10 218/18 218/24 225/4 225/24 226/1 233/4 234/4 237/3 241/4 242/4 243/19 247/9 248/19 248/21 248/21 249/12 252/13 252/14 254/2 254/7 257/10 261/10 262/8 263/22 266/11 266/22 266/22 268/22 271/12 274/13 274/18 275/12 275/16 275/23 276/10 276/19</p> <p>what's [16] 13/8 25/13 29/3 40/25 45/11 68/7 108/19 118/9 121/4 121/6 145/22 175/23 179/17 184/22 187/12 266/7</p> <p>whatever [3] 4/13 248/19 268/23</p> <p>whatsoever [1] 228/18</p> <p>when [102] 4/16 6/23 10/1 16/14 17/12 18/11 19/20 30/2 30/8 32/16 33/8 35/10 35/14 36/3 36/13 38/8 42/18 43/18 46/9 50/8 51/9 51/11 51/13 51/15 57/4 57/5 58/22 67/10 70/10 71/24 72/11 86/25 91/8 91/11 92/7 93/13 96/17 103/5 111/23 112/5 112/5 113/2 113/4 113/5 113/24 121/7 127/9 131/23 132/5 132/15 135/5 140/18 141/4 141/12 147/15 151/25 161/14 167/6 169/6 171/8 171/11 175/9 181/4 185/19 186/1 188/3 188/5 196/8 199/19 206/18 207/10 207/15 218/16 218/25 219/21 221/21 241/11 241/13 241/13 242/6 242/8 243/17 250/1 251/22 253/23 257/18 258/22 259/9 263/11 265/8 265/9 267/21 268/22 269/7 269/17 270/3 270/4 274/8 274/9 274/11 274/25 279/10</p> <p>where [64] 5/12 14/6 22/13 23/22 25/23 26/22 32/9 32/11 32/21 32/21 41/8 43/14 56/5 56/24 57/2 64/18 65/20 65/24 70/1 70/3 70/8</p>	<p>77/20 86/15 93/9 93/17 94/24 95/15 95/20 96/4 98/25 102/6 107/2 115/16 128/9 130/25 131/3 131/21 136/12 136/16 136/18 138/24 142/4 144/18 155/22 156/9 161/20 163/4 196/21 197/2 197/22 202/13 208/12 210/20 213/20 218/3 222/8 231/12 242/15 255/9 272/13 272/20 274/20 275/3 278/25</p> <p>Where's [3] 85/18 128/2 147/11</p> <p>whereas [3] 37/2 91/16 91/17</p> <p>whether [14] 44/20 51/17 82/14 131/17 205/10 254/1 255/13 271/17 271/25 272/1 272/4 272/5 276/10 277/22</p> <p>which [121] 6/16 6/16 6/23 8/6 12/12 18/1 21/2 24/16 24/21 25/10 26/4 26/5 26/16 31/19 32/13 33/13 34/2 35/19 35/21 41/18 41/21 42/1 43/7 48/2 52/2 52/10 52/24 53/14 53/15 53/18 54/24 56/6 57/8 57/10 58/25 61/8 65/1 70/10 75/16 75/18 81/12 83/22 85/13 86/2 86/18 86/20 89/3 92/6 98/15 99/2 102/17 102/20 105/6 126/19 126/22 126/22 130/7 130/10 136/22 138/8 140/3 143/18 143/19 144/23 148/8 150/3 151/17 156/2 157/24 165/2 166/8 172/15 173/16 173/18 175/2 178/18 180/21 181/15 184/6 190/21 195/2 196/19 198/13 200/4 200/11 202/14 202/18 202/19 203/17 204/14 204/14 205/9 205/16 207/14 208/1 208/20 209/13 211/3 213/23 222/13 224/16 225/6 226/12 226/13 229/6 230/25 234/23 238/9 238/10 238/11 243/18 243/21 249/4 255/2 261/11 265/9 266/8 270/21 274/14 276/19 278/6</p> <p>while [16] 4/25 5/19 7/11 23/10 64/25 68/1 73/13 119/1 137/8 163/24 164/5 187/22 188/19 241/15 254/21 269/20</p> <p>who [51] 11/18 19/11</p>	<p>27/4 28/7 29/21 30/1 31/3 36/23 42/15 42/18 43/22 43/22 46/1 58/19 59/9 62/5 67/2 72/16 113/2 125/4 127/5 133/8 158/8 159/4 167/9 171/15 176/21 177/14 177/16 177/18 187/24 209/17 209/18 212/10 216/12 216/16 219/2 220/24 221/3 221/11 221/11 222/23 222/23 243/6 244/10 253/24 271/25 272/19 276/5 276/14 277/22</p> <p>who's [5] 11/23 30/4 58/4 59/9 239/1</p> <p>whoever [1] 67/18</p> <p>whole [7] 16/25 38/25 243/19 244/1 244/1 254/1 272/18</p> <p>whomever [1] 231/23</p> <p>whose [1] 61/16</p> <p>why [40] 12/12 16/25 17/1 17/6 41/24 44/23 93/6 93/19 93/20 94/21 113/7 113/8 118/6 163/1 165/14 165/17 172/17 196/17 219/23 223/3 223/9 233/18 234/15 235/6 237/4 237/24 238/7 242/9 247/23 248/1 259/25 263/9 264/5 265/17 266/3 266/8 266/10 268/18 268/19 275/11</p> <p>wife [7] 23/5 23/6 27/6 40/18 45/11 213/11 250/13</p> <p>wife's [3] 251/8 251/18 251/21</p> <p>wiggle [1] 272/21</p> <p>will [78] 7/23 7/25 9/4 9/6 10/19 10/20 13/15 13/21 15/1 16/10 17/2 17/15 17/19 17/25 18/12 20/25 47/5 53/4 53/5 53/7 53/8 54/24 55/16 65/9 67/2 67/4 67/5 67/8 67/8 67/13 88/14 89/1 112/16 115/17 120/20 128/16 133/23 142/20 147/18 150/12 150/23 160/9 168/18 183/9 183/10 187/3 188/5 188/9 190/24 192/11 192/16 197/17 199/17 210/4 215/13 223/18 224/13 229/14 234/13 234/14 238/21 238/21 253/23 257/15 257/17 257/17 258/9 260/19 260/21 260/23 266/19 268/25 273/18 276/9 276/17 278/11 279/14 279/16</p> <p>WILLIAMS [2] 281/12 281/16</p> <p>willing [2] 70/25</p>	<p>180/15</p> <p>win [2] 256/23 259/11</p> <p>winding [2] 116/10 116/11</p> <p>windows [5] 38/24 139/10 139/10 139/16 241/12</p> <p>wine [1] 139/16</p> <p>Wisconsin [3] 10/19 258/1 258/2</p> <p>wish [2] 18/15 268/8</p> <p>withdraw [2] 54/5 54/8</p> <p>withdrawn [7] 53/4 53/7 54/2 106/3 183/9 234/14 273/4</p> <p>within [10] 15/25 81/11 99/5 114/9 150/4 182/24 186/2 192/15 235/18 241/7</p> <p>without [11] 8/20 17/17 45/18 93/5 121/19 135/23 160/10 180/25 190/18 192/19 261/18</p> <p>witness [29] 5/2 11/18 11/19 12/18 19/19 19/21 19/25 20/5 20/6 21/17 67/23 74/7 92/21 100/17 117/18 117/19 157/13 176/3 190/18 199/7 215/11 216/23 217/6 217/14 223/12 239/19 244/21 245/19 266/7</p> <p>witness's [1] 216/4</p> <p>witnessed [1] 62/20</p> <p>witnesses [7] 2/8 2/19 3/1 18/9 18/25 118/3 168/16</p> <p>Wo [1] 69/6</p> <p>woman [1] 78/21</p> <p>won't [6] 13/18 23/6 40/18 44/14 60/1 71/21</p> <p>wondering [1] 263/9</p> <p>wood [2] 137/17 243/24</p> <p>word [1] 259/13</p> <p>words [2] 77/15 164/7</p> <p>work [18] 4/18 4/19 13/15 13/21 23/21 24/19 24/20 25/8 63/8 63/8 64/11 94/14 116/6 225/6 226/4 232/18 234/6 257/1</p> <p>worked [2] 24/23 49/21</p> <p>working [4] 44/19 45/1 64/11 235/16</p> <p>works [9] 13/17 27/7 94/15 118/17 132/11 135/23 136/5 140/25 176/7</p> <p>world [1] 24/23</p> <p>worth [2] 15/15 57/10</p> <p>would [155] 5/6 8/21 12/22 13/12 14/4 18/11 18/18 20/4 22/1 25/19 25/22 25/23 30/22 31/18 31/19 32/3 32/4 32/6 32/10 34/3 34/3021</p>
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<p>W</p> <p>would... [134] 34/10 34/22 34/23 34/24 38/25 42/12 46/20 48/24 50/3 50/4 51/19 54/20 54/21 57/21 60/14 60/16 60/24 61/6 61/11 62/5 64/21 68/24 68/25 69/3 69/15 70/1 70/3 72/3 72/7 75/16 75/18 86/11 86/18 86/20 87/12 89/3 92/8 93/4 93/6 93/9 104/25 105/13 105/21 111/23 112/14 115/24 121/19 124/25 131/3 132/24 132/24 133/15 135/8 145/8 149/17 150/9 154/1 155/19 157/8 157/10 158/6 165/8 165/21 167/17 167/17 170/22 172/24 173/13 176/1 177/4 177/23 178/24 179/21 180/2 182/14 183/25 185/7 185/18 186/4 187/7 187/11 187/23 187/25 189/2 193/8 198/11 198/13 198/18 198/19 201/10 202/3 206/1 206/8 207/23 212/25 213/3 213/11 217/11 218/24 219/5 225/7 225/8 225/21 226/4 226/5 230/24 230/25 235/6 236/5 237/1 237/17 237/18 237/22 238/2 238/13 238/17 245/15 247/16 249/21 250/1 253/7 253/14 260/2 260/17 263/11 264/20 267/24 268/4 268/6 270/5 270/8 272/7 274/19 274/21</p> <p>would've [1] 193/2</p> <p>wouldn't [6] 42/12 59/7 68/22 93/8 104/16 190/18</p> <p>Wow [3] 85/2 85/3 91/14</p> <p>Wright [3] 173/20 173/25 179/9</p> <p>Wright's [1] 178/18</p> <p>write [1] 258/22</p> <p>writing [9] 82/10 82/16 82/25 101/24 103/2 108/8 235/25 263/2 269/22</p> <p>written [4] 41/19 82/21 185/10 263/1</p> <p>wrong [13] 9/18 71/21 71/24 131/14 131/16 132/24 137/23 143/13 229/21 250/19 259/19 262/20 277/3</p> <p>wrongful [2] 203/8 203/11</p> <p>wrongfully [1] 43/19</p>	<p>wrote [3] 59/19 138/14 162/18</p> <p>X</p> <p>X01 [1] 180/7</p> <p>XI [1] 1/6</p> <p>XX [7] 175/24 175/25 187/5 187/6 187/12 188/14 190/18</p> <p>Y</p> <p>yard [1] 243/19</p> <p>yeah [35] 22/3 23/8 28/13 28/24 30/16 34/7 37/17 39/16 44/18 58/12 65/25 78/19 79/8 83/1 85/11 97/22 102/9 120/10 124/7 124/11 126/8 133/12 138/6 141/11 146/5 154/22 182/25 184/9 186/4 189/13 202/9 203/11 213/17 254/18 273/8</p> <p>year [26] 39/12 39/16 39/17 43/17 43/24 49/15 54/18 54/19 55/12 55/14 58/4 60/6 67/6 82/2 82/4 83/21 86/21 86/25 88/17 122/11 148/22 148/24 159/4 161/16 249/8 278/17</p> <p>yearly [1] 89/13</p> <p>years [22] 24/21 24/24 25/1 25/12 27/16 30/17 30/20 31/10 39/18 84/1 84/2 96/11 111/10 122/12 123/9 123/12 137/16 138/23 139/4 139/19 236/24 256/20</p> <p>yellow [1] 128/2</p> <p>Yep [1] 40/11</p> <p>yes [250] 5/5 8/17 8/18 11/15 11/16 12/22 13/17 14/1 14/17 18/18 18/23 19/24 19/24 20/7 20/11 20/24 24/5 24/9 26/3 26/12 26/25 27/19 32/18 33/5 36/18 37/12 37/22 38/16 39/9 40/6 41/10 48/15 48/17 52/16 53/6 53/12 54/4 55/4 56/4 59/4 60/12 64/2 64/6 69/9 69/14 70/9 70/9 71/24 72/1 73/16 73/23 75/21 76/13 77/16 81/8 81/20 83/3 84/15 87/18 88/3 88/7 88/10 89/20 89/21 95/8 95/9 99/2 100/5 103/1 105/11 106/19 106/22 107/12 108/15 111/4 111/17 115/11 121/16 124/5 127/8 131/15 132/9 133/6 133/14 133/19 135/12 135/16 136/7 136/15 137/2 142/2 143/7 143/12 143/18 146/18</p>	<p>150/9 153/12 155/14 156/23 156/25 157/4 160/17 161/21 162/15 162/24 163/15 163/16 164/7 166/11 174/2 174/12 176/17 176/25 178/21 180/9 180/14 181/25 182/2 185/9 189/22 190/3 190/5 191/19 192/4 193/21 193/23 194/7 194/8 194/15 196/11 197/12 198/18 199/4 200/2 200/13 200/19 201/3 201/8 204/24 205/1 205/6 205/21 205/23 206/14 206/25 207/3 207/9 207/15 209/23 211/10 211/16 211/19 212/17 212/18 213/3 214/17 215/9 217/10 218/15 219/6 219/6 219/18 219/20 221/25 222/3 222/13 222/14 222/22 223/23 223/25 224/15 224/21 224/25 225/3 225/12 225/13 225/14 225/17 225/17 226/9 227/11 227/15 227/18 227/21 228/4 228/9 228/13 228/17 228/22 229/7 229/18 230/1 230/8 230/10 230/16 230/20 230/23 231/7 231/10 231/14 231/17 231/21 232/2 232/8 232/11 232/15 232/22 233/5 233/16 235/2 235/23 236/12 236/22 237/6 239/3 239/9 239/12 239/16 240/6 240/8 240/11 240/15 240/18 241/9 242/13 243/23 245/3 245/9 245/14 246/6 246/9 246/11 246/17 246/20 248/15 250/4 250/15 250/21 250/23 251/6 251/9 251/12 251/25 252/3 253/10 253/15 269/4 269/6 275/20 279/24</p> <p>yes-or-no [5] 71/24 156/23 163/15 199/4 204/24</p> <p>yesterday [3] 4/4 258/1 279/19</p> <p>yet [10] 8/23 10/9 12/9 19/17 44/7 60/5 88/19 95/16 176/5 269/9</p> <p>York [2] 24/24 25/7</p> <p>you [1260]</p> <p>you'd [6] 21/14 187/21 217/7 223/14 239/17 269/3</p> <p>you'll [8] 36/22 36/24 36/25 37/4 89/12 120/18 210/2 226/2</p> <p>you're [67] 17/18 22/9</p>	<p>36/10 36/16 56/25 60/20 61/1 65/24 67/14 68/18 70/6 70/17 74/5 76/2 79/10 84/22 84/23 85/23 86/6 94/12 97/1 97/1 99/8 100/6 105/19 108/25 109/24 117/21 118/8 118/22 128/3 130/7 130/11 143/24 153/15 157/18 158/3 165/15 175/7 175/9 175/11 177/3 188/3 192/5 199/19 202/6 202/13 202/14 202/15 203/6 203/11 204/13 204/15 204/15 204/25 233/8 248/24 257/24 260/3 260/11 272/9 272/18 273/14 275/3 275/23 276/18 278/13</p> <p>you've [40] 4/7 23/1 79/13 82/7 83/4 84/5 86/7 95/1 97/13 112/21 133/10 134/22 134/24 164/19 175/18 176/5 178/18 182/6 183/23 189/4 189/9 189/24 190/1 200/7 211/18 217/9 223/22 227/19 227/25 229/16 231/11 233/22 235/3 235/21 239/13 240/9 241/20 245/12 250/2 257/10</p> <p>your [420]</p> <p>yourself [2] 187/21 239/12</p> <p>YY [6] 175/4 175/6 175/21 175/22 176/1 176/3</p> <p>Z</p> <p>zero [2] 170/17 270/12</p>
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EXHIBIT “EE”

APN: 163-29-615-007

Recording requested by and return to:
Michael R. Mushkin, Esq.
6070 S. Eastern Avenue, Suite 270
Las Vegas, Nevada 89119

Mail tax statements to:
5148 Spanish Heights, LLC
6070 S. Eastern Avenue, Suite 270
Las Vegas, NV 89119

Inst #: 20200528-0002508

Fees: \$42.00

05/28/2020 02:10:18 PM

Receipt #: 4085476

Requestor:

FIRST AMERICAN TITLE INSURA

Recorded By: BGN Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Srs: ERECORD

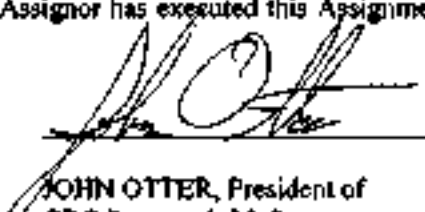
Ofc: ERECORD

ASSIGNMENT OF INTEREST IN DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to 5148 Spanish Heights, LLC, a Nevada limited liability company, all beneficial interest under that certain Deed of Trust dated December 17, 2014, executed by Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and Sheila Antos Living Trust dated April 26, 2007, and any amendments thereto, Trustor, to First American Title Insurance Company, a Nebraska corporation, as Trustee and recorded December 29, 2014, Instrument No. 20141229-0002856; modified by Instrument No. 20150722-0001146; modified by Instrument No. 20161219-0002739 in Clark County Official Records, Clark County, Nevada together with the Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust. The property encumbered by said Deed of Trust is described as:

SEE EXHIBIT A

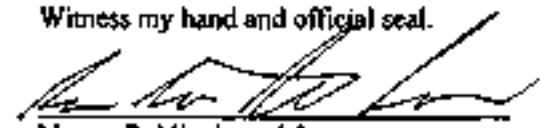
IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on this 8 day of April, 2020.

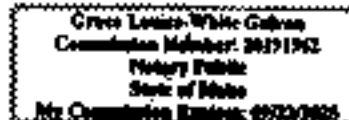

JOHN OTTER, President of
CBC Partners I, LLC, a
Washington limited liability company

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 8th day of April, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN OTTER, President of CBC Partners I, LLC, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal.


Notary Public, in and for
said County and State



(the above area for official notarial seal)

EXHIBIT A

Lot Seven (7) in Block Five (5) of SPANISH HILLS ESTATES UNIT 5A, as shown by map thereof on file in Book 107 of Plats, Page 58 in the Office of the County recorder of Clark County, Nevada

(Assessor's Parcel Number 163-29-615-007)

EXHIBIT “FF”

Inst #: 20200915-0001405

Fees: \$292.00

09/15/2020 11:00:36 AM

Receipt #: 4210623

Requestor:

Nevada Trust Deed Services
Recorded By: TIKG Pgs: 6

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 163-29-615-007

Property: 5148 Spanish Heights Dr
Las Vegas, NV 89148

RETURN TO/TRUSTEE CONTACT INFO:

Nevada Trust Deed Services
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
(702)733-9900

NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST

FILE NO.: 20-09-008-FCL

NOTICE IS HEREBY GIVEN:

That Nevada Trust Deed Services, is the current Trustee under a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated December 17, 2014, executed by Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and Sheila Antos Living Trust dated April 26, 2007, and any amendments thereto, ("Trustor"), to secure obligations presently in favor of 5148 Spanish Heights, LLC, a Nevada limited liability company, ("Current Beneficiary"), recorded December 29, 2014 as Instrument No. 20141229-0002856, of Official Records in the Office of the County Recorder of CLARK County, Nevada as modified or amended, if applicable.

That a breach of the obligations for which such Deed of Trust is security has occurred in that:

The entire principal balance and interest accrued thereon which became due on March 31, 2020, has not been paid in full and the balance remains due, owing and delinquent.

Together with any and all foreclosure fees and expenses, interest, late charges due, insurance, accrued late charges, advancements, and expenses, if any, to preserve the security of the beneficiary.

That by reason thereof, the undersigned, present beneficiary under such Deed of Trust, has executed and delivered to said Trustee a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

YOU MAY HAVE THE RIGHT TO CURE THE DEFAULT HEREIN AND REINSTATE THE OBLIGATION SECURED BY SUCH DEED OF TRUST ABOVE DESCRIBED. SECTION 107.080 OF NRS PERMITS CERTAIN DEFAULTS TO BE CURED UPON THE PAYMENT OF THE AMOUNTS REQUIRED BY THAT SECTION WITHOUT REQUIRING PAYMENT OF THAT PORTION OF PRINCIPAL AND INTEREST WHICH WOULD NOT BE DUE HAD NO DEFAULT OCCURRED. WHERE REINSTATEMENT IS POSSIBLE, IF THE DEFAULT IS NOT CURED WITHIN 35 DAYS FOLLOWING THE RECORDING AND MAILING TO GRANTOR OR GRANTOR'S SUCCESSOR IN INTEREST OF THIS NOTICE, THE RIGHT OF REINSTATEMENT WILL TERMINATE AND THE PROPERTY MAY THEREAFTER BE SOLD.

To determine if reinstatement is possible, and the amount necessary to cure the default, contact the Beneficiary, their successor in interest, or the Trustee.

DATED: September 9, 2020

5148 Spanish Heights, LLC, a Nevada limited liability company

BY: [Signature]
Michael R. Mushkin, Manager

Michael R. Mushkin

State of Nevada

County of Clark

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}ss.
}

This instrument was acknowledged before me on September 9, 2020 by Michael R. Mushkin as Manager of 5148 Spanish Heights, LLC, a Nevada limited liability company

[Signature]
NOTARY PUBLIC
My Commission Expires: Nov. 15, 2023

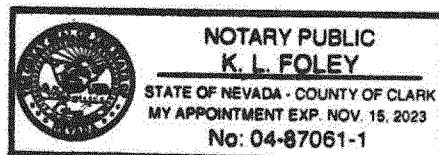


EXHIBIT “GG”

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada
Limited Liability Company;
SJC VENTURES HOLDING COMPANY,
LLC, d/b/a SJC VENTURES, LLC,
a Delaware Limited Liability
Company,

Plaintiffs,

vs.

Case No.: A-20-813439-B

CBC PARTNERS I, LLC, a foreign
Limited Liability Company; CBC
PARTNERS, LLC, a foreign Limited
Liability Company; 5148 SPANISH
HEIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS
AND SHEILA NEUMANN-ANTOS, as
Trustees of the Kenneth & Sheila
Antos Living Trust and the Kenneth
M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited
Liability Company; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Defendants.

VIDEOCONFERENCE DEPOSITION OF JAY BLOOM
Taken on Thursday, November 5, 2020
At 12:02 p.m.
Las Vegas, Nevada

Reported remotely via Zoom by:
Cari M. Inkenbrandt, RPR, CCR #939

<p>1 A P P E A R A N C E S</p> <p>2</p> <p>3 ON BEHALF OF THE PLAINTIFFS:</p> <p>4 (Remotely via Zoom)</p> <p>5 DANIELLE J. BARRAZA, ESQUIRE</p> <p>6 MAIER GUTIERREZ & ASSOCIATES</p> <p>7 8816 Spanish Ridge Avenue</p> <p>8 Las Vegas, Nevada 89148</p> <p>9 (702) 629-7900</p> <p>10 djb@mgalaw.com</p> <p>11</p> <p>12 ON BEHALF OF THE DEFENDANTS:</p> <p>13 (Remotely via Zoom)</p> <p>14 MICHAEL MUSHKIN, ESQUIRE</p> <p>15 MUSHKIN & COPPEDGE</p> <p>16 6070 South Eastern Avenue</p> <p>17 Suite 270</p> <p>18 Las Vegas, Nevada 89119</p> <p>19 (702) 454-3333</p> <p>20 michael@mccnvlaw.com</p> <p>21</p> <p>22 ALSO PRESENT:</p> <p>23 Karen Foley</p> <p>24</p> <p>25</p>	<p>page 2</p> <p>1 LAS VEGAS, NEVADA; WEDNESDAY, NOVEMBER 4, 2020</p> <p>2 12:02 P.M.</p> <p>3 -o0o-</p> <p>4 THE COURT REPORTER: Before we proceed,</p> <p>5 I will ask counsel to agree on the record there is</p> <p>6 no objection to this deposition officer</p> <p>7 administering a binding oath to this witness not</p> <p>8 appearing personally before me and counsel also</p> <p>9 agree to waiving the reading of the caption.</p> <p>10 Please state your agreement on the record</p> <p>11 beginning with noticing counsel.</p> <p>12 MR. MUSHKIN: This is Mike Mushkin. I</p> <p>13 so agree.</p> <p>14 MS. BARRAZA: Danielle Barraza. No</p> <p>15 objection.</p> <p>16</p> <p>17 JAY BLOOM</p> <p>18 having been called as a witness and having been</p> <p>19 first duly sworn, was examined and testified as</p> <p>20 follows:</p> <p>21 EXAMINATION</p> <p>22 BY MR. MUSHKIN:</p> <p>23 Q Mr. Bloom, we've got a lot of ground to</p> <p>24 cover, so I'm not going to go through a long</p> <p>25 recitation of the deposition rules. You've had</p> <p>page 4</p>
<p>page 3</p> <p>1 I N D E X</p> <p>2</p> <p>3 TESTIMONY OF JAY BLOOM</p> <p>4 Examination by Mr. Mushkin 4</p> <p>5</p> <p>6 E X H I B I T S</p> <p>7 None</p> <p>8</p> <p>9 CERTIFIED QUESTIONS</p> <p>10 Page 10, Line 5</p> <p>11</p> <p>12 INFORMATION TO BE SUPPLIED</p> <p>13 PAGE</p> <p>14 30</p> <p>15 66</p> <p>16 110</p> <p>17 111</p> <p>18 114</p> <p>19 145</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>page 5</p> <p>1 your deposition taken before; is that correct?</p> <p>2 A Correct.</p> <p>3 Q How many times?</p> <p>4 A Don't know.</p> <p>5 Q I'm sorry?</p> <p>6 A I don't know.</p> <p>7 Q Too many to count?</p> <p>8 A More than I can count.</p> <p>9 Q Okay. So the most important thing is</p> <p>10 that you understand my question when I ask it.</p> <p>11 And let me finish my question, and then I'll try</p> <p>12 and do the same for you and let you answer so that</p> <p>13 we get a good record. Okay?</p> <p>14 A Okay.</p> <p>15 Q So can you tell me when SJCVC or SJC</p> <p>16 Ventures, LLC was formed?</p> <p>17 A I don't recall the date offhand.</p> <p>18 Q Do you know what year it was formed?</p> <p>19 A Not offhand.</p> <p>20 Q Do you know what decade it was formed?</p> <p>21 A It was formed sometime last decade,</p> <p>22 between 2010 and 2020.</p> <p>23 Q I'm sorry. Did you say sometime last</p> <p>24 decade, in the last decade, or sometime in the</p> <p>25 decade before this decade?</p>

<p>page 6</p> <p>1 A Sometime within the last ten years.</p> <p>2 Q And was it formed before 2017?</p> <p>3 A Yes.</p> <p>4 Q Do you know when you formed what we call</p> <p>5 SHAC, Spanish Heights Acquisition Company?</p> <p>6 A I don't recall the exact date.</p> <p>7 Q Is it fair to say that it was formed for</p> <p>8 the specific purpose of taking title to the house</p> <p>9 located at 5148 Spanish Heights drive?</p> <p>10 I didn't hear a response.</p> <p>11 A My response was yes.</p> <p>12 Q Thank you. I don't know why. It just</p> <p>13 didn't come out. I saw your lips move, but there</p> <p>14 was no sound.</p> <p>15 So can you tell me when you first opened</p> <p>16 a bank account for SHAC?</p> <p>17 A I don't recall the date.</p> <p>18 Q Well, do you recall the year?</p> <p>19 A I believe SHAC's account was opened</p> <p>20 about Bank of America in 2020.</p> <p>21 Q So is it your testimony -- does it have</p> <p>22 one bank account? Does SHAC just have one bank</p> <p>23 account?</p> <p>24 A Yes.</p> <p>25 Q And so SHAC had no bank account starting</p>	<p>page 8</p> <p>1 Q Mr. Bloom, how were those payments</p> <p>2 transmitted from SJC to CBC?</p> <p>3 A If you could specify which payments</p> <p>4 you're referring to.</p> <p>5 Q Well, starting shortly after September</p> <p>6 of '17 there were payments made of \$8,000-some-odd</p> <p>7 a month. Or I guess first, do you recall how much</p> <p>8 the payments were?</p> <p>9 A I do not.</p> <p>10 Q So there was a series of payments that</p> <p>11 started 90 days after September of '17; is that</p> <p>12 correct?</p> <p>13 A I can't recall the dates or the amounts.</p> <p>14 Q I'm asking you a physical question, not</p> <p>15 an amount question. You just testified that SJC</p> <p>16 sent payments -- you called them advanced</p> <p>17 payments -- for SHAC. I'm assuming you're</p> <p>18 referring to the payments that were made to CBC;</p> <p>19 is that correct?</p> <p>20 A Well, your question is about the</p> <p>21 payments made by SJC on behalf of SHAC to CBC, but</p> <p>22 they were various payments made at different times</p> <p>23 and different methodologies. So your question is</p> <p>24 overly broad. If you have specific payments you'd</p> <p>25 like to ask about, I can answer them to the best</p>
<p>page 7</p> <p>1 in 2017; is that fair?</p> <p>2 A I believe I answered that question.</p> <p>3 Q It's a yes or no answer, sir.</p> <p>4 A I answered yes before. So I'd enter an</p> <p>5 objection that it's asked and answered.</p> <p>6 I'll go ahead and answer again. The</p> <p>7 answer is yes.</p> <p>8 Q So who made the payments to CBC</p> <p>9 beginning in April of -- excuse me, in September</p> <p>10 2017?</p> <p>11 MS. BARRAZA: Object to the form.</p> <p>12 A SJC made advancements of payments on</p> <p>13 behalf of SHAC for SHAC's obligations.</p> <p>14 Q And the money came directly from SJC,</p> <p>15 it did not go to a bank that was in the name of</p> <p>16 SHAC before it went to CBC; is that fair?</p> <p>17 A ...on behalf of SHAC directly.</p> <p>18 (Reporter clarification.)</p> <p>19 A SJC Ventures advanced payments on behalf</p> <p>20 of SHAC.</p> <p>21 THE WITNESS: I didn't hear you, but I</p> <p>22 saw you say thank you. I think we have a software</p> <p>23 issue that cuts off, that doesn't kick in the</p> <p>24 microphone quick enough for whoever the speaker</p> <p>25 may be. So we'll try and work around that.</p>	<p>page 9</p> <p>1 of my recollection.</p> <p>2 Q Do you recall if you sent written checks</p> <p>3 to CBC?</p> <p>4 A I have.</p> <p>5 Q Have you also wired money to CBC?</p> <p>6 A Yes, I have, on behalf of SHAC, either</p> <p>7 directly from SHAC or by SJC on behalf of SHAC.</p> <p>8 Q So what was the source of funds for SJC</p> <p>9 making the advances on behalf of SHAC?</p> <p>10 A SJC Ventures holds various business</p> <p>11 interests from which it generates its income.</p> <p>12 Q And what are those various business</p> <p>13 interests?</p> <p>14 A Objection. Relevance.</p> <p>15 Q You still have to answer the question,</p> <p>16 Mr. Bloom.</p> <p>17 A My opinion is that that's beyond</p> <p>18 discoverable information, and I'm not going to go</p> <p>19 into SHAC's -- into SJC's business outside of the</p> <p>20 scope of what's relevant to this litigation.</p> <p>21 Q So, Mr. Bloom, you don't enjoy that</p> <p>22 luxury. You have to either answer the question --</p> <p>23 you've not been instructed by your attorney not to</p> <p>24 answer the question, and in fact, I will represent</p> <p>25 to you, within the documents we've provided, you</p>

<p style="text-align: right;">page 10</p> <p>1 made specific representations to CBC about 2 companies and interests that you held that 3 justified your purchase. 4 So I'm going to ask the question again. 5 What's the source of funds that SJC used to pay 6 for SHAC's obligations to CBC? 7 MS. BARRAZA: Objection. Relevance. 8 A Various sources of funds. There are 9 various sources of funds. The documents speak for 10 themselves. Your question is overly broad, and 11 I'm not going to get into SJC's business outside 12 its relevance to this matter. 13 MR. MUSHKIN: Miss Court Reporter, I'm 14 going to ask you to certify that question, please. 15 BY MR. MUSHKIN: 16 Q Mr. Bloom, do you recall the 17 representations that you made to CBC upon entering 18 into this transaction? 19 MS. BARRAZA: Objection. Form. 20 A Question is overly broad as well. Do 21 you have a specific representation or 22 representations to which you're referring? 23 Q Mr. Bloom, I'm asking the questions. 24 You don't get to tell me whether my questions are 25 overly broad. Your lawyer can make an objection,</p>	<p style="text-align: right;">page 12</p> <p>1 A Certainly. 2 Q It's 1044. We're going to pull it up 3 for you. 4 A Thank you. 5 Q Do you recall, Mr. Bloom, do you recall 6 providing your 2014 Federal U.S. Individual Income 7 Tax Return to CBC? 8 A I'm neither confirming nor denying that 9 I provided my tax return. I just don't have a 10 recollection. 11 Q Okay. And do you know what Lending 12 Ventures and Enterprises Matching, LLC is? 13 A Do not know of a company called Lending 14 Ventures and Enterprise Matching. 15 Q Do you recall providing your 2015 tax 16 returns to CBC? 17 A I would reiterate my answer to your 18 question relating to my 2014 tax return. 19 Q And you don't know about Lending 20 Ventures and Enterprises Matching, LLC? 21 A I don't know about an entity Lending 22 Ventures and Enterprise Matching, LLC. 23 Q And the principal business is 24 management. You've never heard of that company? 25 MS. BARRAZA: Objection. Asked and</p>
<p style="text-align: right;">page 11</p> <p>1 but you don't get to object. You get to answer my 2 questions. 3 A Mr. Mushkin, I get to enter objections 4 as well, and I just did. So if you would like to 5 make a more specific question, I'd be happy to 6 address it. 7 Q I am asking you -- 8 A All representations over the last four 9 or five years is overly broad, and I'm not able to 10 answer. 11 Q Mr. Bloom, I'm asking you about 12 representations that you made before you signed 13 the agreements in question in this case. I'm 14 asking about specific representations that you 15 made to CBC. Do you recall any of them? 16 A Not off the top of my head. If you have 17 a specific representation or representations you 18 would like to ask me about, I'd be happy to 19 address it. 20 Q So do you recall providing tax returns 21 to CBC? 22 A I do not. 23 Q So I would direct your attention to 24 1041, I think. Oh, no, I'm lying. I'll give you 25 the cite.</p>	<p style="text-align: right;">page 13</p> <p>1 answered. 2 MR. MUSHKIN: Well, Counsel, I 3 appreciate your objection, but it's attached to 4 his tax return. 5 MS. BARRAZA: So are you referring to an 6 exhibit? I just want to make sure. Are you 7 referring to an exhibit? 8 MR. MUSHKIN: We're trying to. I'm 9 going to have it in a minute. I'm just trying to 10 identify the names. As soon as they can get it up 11 on the screen, you'll have it in front of you. We 12 provided it to you. It's Bates 104 -- it starts 13 at 1044. 14 MS. BARRAZA: Whose disclosure? Is it 15 your Bates stamp or our Bates stamp? 16 MR. MUSHKIN: No, my disclosure. 17 These come out of emails. These come 18 out of the emails that we provided you -- that 19 Mr. Bloom provided to CBC. 20 BY MR. MUSHKIN: 21 Q And, Mr. Bloom, do you know -- does the 22 address 1620 South Highland Parkway -- South 23 Highlands Parkway 110-508, Las Vegas, Nevada 24 89141, does that refresh your recollection? 25 A No, it does not.</p>

<p style="text-align: right;">page 14</p> <p>1 Q You don't recognize that address?</p> <p>2 A No, I do not recognize that address.</p> <p>3 Q Wow.</p> <p>4 (Document being displayed.)</p> <p>5 THE WITNESS: Do you have another</p> <p>6 question you want to move on to while you work on</p> <p>7 setting this up so we can move this along?</p> <p>8 MR. MUSHKIN: Sure, I guess I'll have</p> <p>9 to.</p> <p>10 THE WITNESS: You complain about not</p> <p>11 having enough time, and for ten minutes there's no</p> <p>12 question being asked. So let's move on.</p> <p>13 MR. MUSHKIN: Mr. Bloom, I'll proceed as</p> <p>14 I see fit.</p> <p>15 THE WITNESS: We can sit here in silence</p> <p>16 for the next five hours if you'd like.</p> <p>17 MR. MUSHKIN: Well, I don't think that</p> <p>18 will happen, sir.</p> <p>19 BY MR. MUSHKIN:</p> <p>20 Q Okay. Can you see your federal tax</p> <p>21 return?</p> <p>22 A I see half of a white sheet on the left</p> <p>23 and a search box on the right for Adobe Explorer.</p> <p>24 Now I can see Adobe Explorer PDF.</p> <p>25 MS. BARRAZA: Can you -- is it possible</p>	<p style="text-align: right;">page 16</p> <p>1 sorry. Everything that was produced as the</p> <p>2 document and the attachments to it. The document</p> <p>3 we're now looking at now is Bates number</p> <p>4 518SH001025. It is an email dated 7/21/2017.</p> <p>5 MS. BARRAZA: Yeah, so I'm seeing that.</p> <p>6 So is that the kind of documents that you're going</p> <p>7 to be referring to? Because I was under the</p> <p>8 impression there were attachments within this PDF.</p> <p>9 MR. MUSHKIN: In some documents there</p> <p>10 are attachments. The tax returns were an</p> <p>11 attachment to an email from Mr. Bloom.</p> <p>12 MS. BARRAZA: Oh. But it's still a</p> <p>13 Bates stamp number that's within this; is that</p> <p>14 right?</p> <p>15 MR. MUSHKIN: They're not Bates stamped.</p> <p>16 The emails themselves are Bates stamped, and the</p> <p>17 attachments are contained within.</p> <p>18 MS. BARRAZA: Okay. All right. Okay.</p> <p>19 If you want to go back on the record, I mean I can</p> <p>20 see what you're talking about now, and I'll just</p> <p>21 try to follow along and figure out the attachment</p> <p>22 issue, if I have one.</p> <p>23 BY MR. MUSHKIN:</p> <p>24 Q Mr. Bloom, I direct your attention to</p> <p>25 5148 Spanish Heights, or SH 001025, that's the</p>
<p style="text-align: right;">page 15</p> <p>1 to scroll down so I can see the Bates stamp number</p> <p>2 on the bottom of that page?</p> <p>3 (Discussion off the record.)</p> <p>4 BY MR. MUSHKIN:</p> <p>5 Q Can you see that on your screen,</p> <p>6 Mr. Bloom?</p> <p>7 A I see about a third of the right side of</p> <p>8 a page.</p> <p>9 Q Well, you need to reorient your computer</p> <p>10 so that you can see it all.</p> <p>11 A I don't control the screen. I just am</p> <p>12 viewing. So I have no ability to reorient the</p> <p>13 screen.</p> <p>14 (Inaudible unidentified speaker.)</p> <p>15 MR. MUSHKIN: Yeah, you're the only one</p> <p>16 that can control your view, Mr. Bloom.</p> <p>17 MS. BARRAZA: So I see that. Are</p> <p>18 there -- so you're saying that you might be</p> <p>19 referring to documents in this chunk that you</p> <p>20 sent, so 916 to 1084, that aren't in here that are</p> <p>21 attachments?</p> <p>22 MR. MUSHKIN: I don't understand what</p> <p>23 you're asking.</p> <p>24 MS. BARRAZA: So are you only --</p> <p>25 MR. MUSHKIN: Everything that was -- I'm</p>	<p style="text-align: right;">page 17</p> <p>1 number in the lower right-hand corner. Can you</p> <p>2 see that?</p> <p>3 A So I have a window on my screen which</p> <p>4 has a document. I can scroll left to right. The</p> <p>5 document is larger than the screen. I cannot</p> <p>6 scroll up and down. I cannot enlarge or shrink</p> <p>7 the size of the image, so I cannot see the lower</p> <p>8 right-hand corner of the fraction of the document</p> <p>9 that I have in the window on my screen.</p> <p>10 Q How about now?</p> <p>11 A Yes, now I can see it.</p> <p>12 Q Do you see the number at the bottom of</p> <p>13 the page?</p> <p>14 A I do.</p> <p>15 Q Okay. Do you recall --</p> <p>16 A Can you make it a little wider? I can</p> <p>17 now scroll up and down, but too narrow to be able</p> <p>18 to -- it's too narrow to be able to read very</p> <p>19 easily.</p> <p>20 (Inaudible unidentified speaker.)</p> <p>21 MS. BARRAZA: If you want to open up</p> <p>22 your own copy, Jay, the one that we had sent over.</p> <p>23 Probably be easiest.</p> <p>24 THE WITNESS: Yeah. Okay.</p> <p>25 MS. BARRAZA: It's in the third PDF, or</p>

<p>1 the fourth. Wait. It's in the fourth PDF. 2 THE WITNESS: What's the name of the 3 file? 4 MS. BARRAZA: I think it's Bates number, 5 and then it's like 961 through 1084. 6 THE WITNESS: These are all of the PDFs 7 from the zip file and I have them open, but I'm 8 not seeing that file. So I have 200702. 9 MS. BARRAZA: Yeah, that's the first 10 one, and then 714 is the second, and then there's 11 a third, and there's a fourth. 12 THE WITNESS: I have a file stamp SJC 13 Ventures Answer to Counterclaim. I have a file 14 stamp Defendants CBC Partners I, LLC. I have a 15 file stamp Transcript of Proceedings. I have a 16 file stamp Complaint. 17 MS. BARRAZA: Do you see the ones that 18 don't start with file stamp? They start with 19 Bates number. 20 THE WITNESS: I have Bates number 5. 21 MS. BARRAZA: Yeah, 5 what? 22 THE WITNESS: Bates number 5148SH 001. 23 MS. BARRAZA: Yeah, so the other one, 24 the other Bates number one. 25 THE WITNESS: Bates number 5148SH 00961?</p>	<p>page 18</p> <p>1 Q And do you know who Gavin Ernstone is? 2 A Yes. 3 Q He was a broker for Mr. Antos; is that 4 correct? 5 A I don't know the nature of the 6 relationship between him and Mr. Antos. He was 7 the broker on the house, which my guess would be 8 he was the broker for the trust, not Mr. Antos. 9 But I'm speculating. I don't know -- 10 Q He wasn't -- sorry. I didn't mean to 11 interrupt you. 12 He wasn't your broker, was he? 13 A He was not my broker. 14 Q So he represented either Mr. Antos or 15 the trust; is that fair? 16 A Well, since the trust is the owner of 17 the house, my expectation would be he represented 18 the owner of the house, which would have been the 19 Antos Trust. 20 Q And Mr. Antos is the trustee, is that 21 correct, one of the trustees? 22 A That's my understanding. 23 Q Okay. So I would direct your attention 24 to the buyer obligations. Do you see that? 25 A I do.</p> <p>page 20</p>
<p>1 MS. BARRAZA: Yeah, that one. 2 THE WITNESS: Okay. I have that open on 3 my screen. 4 BY MR. MUSHKIN: 5 Q Now advance to 1025. 6 A Okay. I have it. 7 Q Do you see the date on that, July 21st, 8 2017? 9 A Yes. 10 Q And you see your name at the bottom of 11 the page? 12 A Yes. 13 Q "All the best, Jay Bloom"? 14 A I do. 15 Q You wrote this; is that correct? 16 MS. BARRAZA: Can I just confirm. Are 17 we on the record. 18 THE COURT REPORTER: Yes. 19 MS. BARRAZA: Okay. 20 MR. MUSHKIN: Thank you, Danielle. I 21 would have forgotten all about it. 22 BY MR. MUSHKIN: 23 Q So you authored this document; is that 24 correct? 25 A I believe so.</p> <p>page 19</p>	<p>1 Q And I would have you read down to -- 2 well, there are little bullets. There are, 1, 2, 3 3, 4, 5, 6, 7, 8, 9, 10, 11 -- do you see the 4 11th bullet? 5 A What does it start with? 6 Q "Provide that portion of the judgment 7 necessary as additional collateral to the third 8 lender to fully securitize third lender's debt 9 position where a security from the property is 10 deficient to do so." Do you see that? 11 A In what's titled in the subject as 12 proposal for consideration and certain items in 13 the document, yes, I do see that. I just want to 14 make sure we're talking about the same. You're 15 talking about the proposal, not the definitive 16 document? 17 Q Yeah, I'm talking about document Bates 18 number 5148SH 001025. 19 A Correct, I do see that bullet point in 20 the Proposal for Consideration. 21 Q And you see that as of July 21st of 22 2017; is that correct? 23 A Correct. 24 Q And you are aware that the documents in 25 question, the Forbearance Agreement, was executed</p> <p>page 21</p>

<p style="text-align: right;">page 22</p> <p>1 in September of 2017; is that correct?</p> <p>2 A Well, I haven't looked at the documents</p> <p>3 in a long time. I'm not sure of the dates from</p> <p>4 recollection. If that's the representation you're</p> <p>5 making, I'm sure you'll pull up the document later</p> <p>6 and we can confirm it.</p> <p>7 Q We'll be looking at the Forbearance</p> <p>8 Agreement in detail shortly, but I will represent</p> <p>9 to you it's executed on the 27th day of</p> <p>10 September 2017.</p> <p>11 So is it fair to assume -- well, let's</p> <p>12 not assume anything. Let's go to the next bullet.</p> <p>13 "At the earlier of two years or upon collection of</p> <p>14 the judgment proceeds, pay off in full third</p> <p>15 position loan against the property." Do you see</p> <p>16 that?</p> <p>17 A I do.</p> <p>18 Q That was your proposal; correct?</p> <p>19 A That was the proposal.</p> <p>20 Q And then, "At the earlier of two years</p> <p>21 or upon collection of the judgment, either assume</p> <p>22 service or retire either or both of the first and</p> <p>23 second position lenders." Do you see that?</p> <p>24 A I do.</p> <p>25 Q And that was your proposal; correct?</p>	<p style="text-align: right;">page 24</p> <p>1 obligation of the seller of the property. That's</p> <p>2 my understanding.</p> <p>3 Q Well, you signed an operating agreement,</p> <p>4 didn't you?</p> <p>5 A I did.</p> <p>6 Q And you made a promise in that operating</p> <p>7 agreement to pay off this obligation, didn't you?</p> <p>8 A Would you like to pull up the operating</p> <p>9 agreement and reference the document you're</p> <p>10 referring to?</p> <p>11 Q Sure. So now you need to go to document</p> <p>12 334 -- I'm sorry, 34 -- 00034 to 0062. Do you see</p> <p>13 that agreement?</p> <p>14 A I'm pulling it up now. I have it in</p> <p>15 front of me.</p> <p>16 Q So Investor Member Covenants, you need</p> <p>17 to go to page 53.</p> <p>18 A I'm on page 53.</p> <p>19 Q Okay. Do you see the Investor Member</p> <p>20 Covenants?</p> <p>21 A I do see the paragraph.</p> <p>22 Q First it says 150,000. Do you see that?</p> <p>23 A I do.</p> <p>24 Q You did not open an account at the time</p> <p>25 you executed this and put 150,000 in it, did you?</p>
<p style="text-align: right;">page 23</p> <p>1 A That was the proposal.</p> <p>2 Q And then at the last bullet, "At the</p> <p>3 earlier of two years or upon collection of the</p> <p>4 judgment proceeds, pay off past-due and accrued</p> <p>5 property tax assessments, if not already addressed</p> <p>6 by first or second lender." Do you see that?</p> <p>7 A I do.</p> <p>8 Q And let's go to the third obligations.</p> <p>9 It says, "Re-age any delinquency under its third</p> <p>10 position note to bring its note current." Do you</p> <p>11 know what that means?</p> <p>12 A I believe so.</p> <p>13 Q Tell me what it means.</p> <p>14 A To the extent it doesn't call for a</p> <p>15 legal conclusion, it means that any delinquencies</p> <p>16 that the Antos Trust may have had under its</p> <p>17 obligations be re-aged so that there were</p> <p>18 no delinquencies considered. Upon this</p> <p>19 litigation, we learned that there were no Antos</p> <p>20 trust obligations. There was a commercial loan</p> <p>21 masqueraded as a third-position mortgage, where</p> <p>22 the commercial loan was the obligation of KCI</p> <p>23 Restaurants as the borrower and the Antoses</p> <p>24 individually as guarantors. So there were no</p> <p>25 actual delinquencies to be re-aged that were the</p>	<p style="text-align: right;">page 25</p> <p>1 A If you look at 5148SH0 --</p> <p>2 Q It's a yes or no question, sir.</p> <p>3 A This is not an executed copy of an</p> <p>4 agreement. Your question was -- you referenced an</p> <p>5 executed agreement, so I'm asking you, do you have</p> <p>6 an executed agreement that you entered into</p> <p>7 evidence that I can reference? This is not a</p> <p>8 signed agreement.</p> <p>9 Q Is it your testimony that you did not</p> <p>10 agree to the terms of this operating agreement?</p> <p>11 A The question was --</p> <p>12 Q Sir, I ask the questions, and --</p> <p>13 A I'm asking you for clarification on your</p> <p>14 question.</p> <p>15 Q I don't need to clarify my questions.</p> <p>16 Are you telling me you --</p> <p>17 A Your question is too --</p> <p>18 (Reporter clarification.)</p> <p>19 A Would you like to rephrase your</p> <p>20 question, Mr. Mushkin?</p> <p>21 Q Mr. Bloom, did you sign an operating</p> <p>22 agreement for SHAC?</p> <p>23 A I do recall signing an operating</p> <p>24 agreement for SHAC.</p> <p>25 Q Do you believe that this is a true and</p>

<p style="text-align: right;">page 26</p> <p>1 correct copy of that operating agreement?</p> <p>2 A This is not a signed copy of an</p> <p>3 operating agreement.</p> <p>4 Q That's not what I asked you, sir. I</p> <p>5 asked you if you believe this to be a true and</p> <p>6 correct copy?</p> <p>7 A I don't know.</p> <p>8 Q Okay. We'll move on. Now let's look at</p> <p>9 the investor member covenants.</p> <p>10 A Okay.</p> <p>11 Q Did you agree to provide \$150,000 of</p> <p>12 annual funding?</p> <p>13 A Can you explain who you mean when you</p> <p>14 ask "you," which entity, which party?</p> <p>15 Q Investor members, SCVJ -- SJC. I can't</p> <p>16 say that very well. Did you on behalf of the --</p> <p>17 well, let's just say, is it true that the investor</p> <p>18 member in SHAC is SCJV?</p> <p>19 A What? The investment member is who?</p> <p>20 Q SJC Ventures.</p> <p>21 A Yes.</p> <p>22 Q Thank you.</p> <p>23 Now, you've already testified that SHAC</p> <p>24 did not have a bank account until 2020. So did</p> <p>25 you -- obviously there was no reserve expense</p>	<p style="text-align: right;">page 28</p> <p>1 I'm assuming you have the same answer for item ii,</p> <p>2 that somehow the second 150 was modified? Is that</p> <p>3 correct, Mr. Bloom?</p> <p>4 A Yes, I answered that is correct.</p> <p>5 Q Sorry. We couldn't hear you.</p> <p>6 So then it says that, item iii, "Cause</p> <p>7 the company to service the nonmember CBC Partners</p> <p>8 receivable against the property commencing 90 days</p> <p>9 after the closing of this agreement, under the</p> <p>10 modified terms and conditions thereto, as agreed</p> <p>11 upon by the investor member." Do you see that?</p> <p>12 A I see the paragraph.</p> <p>13 Q Have you ever paid anything to CBC</p> <p>14 Partners other than monthly rent?</p> <p>15 A Can you define who "you" is in your</p> <p>16 question. Again, there are several entities and</p> <p>17 individuals.</p> <p>18 Q SJC. Well, SHAC didn't have a bank</p> <p>19 account, so the only other person is SJC?</p> <p>20 A Well, and then I have personal bank</p> <p>21 accounts, and then I have other entities, so I'm</p> <p>22 asking you to clarify your question.</p> <p>23 Q Did anybody? I don't know. You have to</p> <p>24 tell me. Only you have that knowledge.</p> <p>25 A So I'm still not clear on what your</p>
<p style="text-align: right;">page 27</p> <p>1 account created for SHAC upon executing the</p> <p>2 operating agreement; is that fair?</p> <p>3 A Ours modified this agreement to</p> <p>4 accommodate for a prepayment in a year which</p> <p>5 replaced the necessity for a reserve account to</p> <p>6 make periodic payments monthly over the course of</p> <p>7 that year.</p> <p>8 Q Where is that in writing?</p> <p>9 A It's evidenced by the payment, and I</p> <p>10 imagine it would be evidenced by email</p> <p>11 communications between the parties as well.</p> <p>12 Q Have you produced your emails in this</p> <p>13 matter?</p> <p>14 A I don't know where we are in the</p> <p>15 discovery process.</p> <p>16 Q Would that be a no?</p> <p>17 A I'm not sure.</p> <p>18 Q You have not produced them to my office,</p> <p>19 have you?</p> <p>20 A Well, you're asking me if my attorneys</p> <p>21 have produced them to your office? I can't answer</p> <p>22 that.</p> <p>23 Q I'll represent -- well, it doesn't</p> <p>24 matter.</p> <p>25 Let's move down to the next page. So</p>	<p style="text-align: right;">page 29</p> <p>1 question is. So now your question is about SJC.</p> <p>2 Could you repeat the question again using SJC so I</p> <p>3 can answer it.</p> <p>4 Q Did you cause the company SJC to</p> <p>5 service nonmember CBC Partners receivable starting</p> <p>6 90 days after the closing of this agreement?</p> <p>7 A Well, so the company -- what's the</p> <p>8 definition of "company" in this unsigned</p> <p>9 agreement? Is it SHAC or SJC?</p> <p>10 Q SHAC.</p> <p>11 A So SHAC did not directly service</p> <p>12 payment. SJC as tenants had an obligation to</p> <p>13 SHAC, which SHAC forwarded -- which SJC through</p> <p>14 SHAC assigned to CBC, so SJC made the payment</p> <p>15 directly.</p> <p>16 Q The company never serviced the</p> <p>17 receivable, did they?</p> <p>18 A It did through an assignment of its</p> <p>19 receivables to CBC. CBC was paid. There's no</p> <p>20 argument from CBC that they weren't.</p> <p>21 Q Let's go to number iv. "Cause the</p> <p>22 company to effect repairs to the premises to bring</p> <p>23 it back to top quality standard and working</p> <p>24 repair." Did the company cause that to happen?</p> <p>25 A Yes.</p>

<p style="text-align: right;">page 30</p> <p>1 Q Have you produced any proof that the</p> <p>2 company caused that to happen?</p> <p>3 A I produced documents to my attorneys. I</p> <p>4 can't speak to what my attorneys produced to you.</p> <p>5 Q Have you produced everything you have</p> <p>6 showing that you made a \$100,000 in repairs?</p> <p>7 A I'd have to go back and check to see</p> <p>8 what production I gave to the attorneys.</p> <p>9 Q I'll leave a blank in the transcript for</p> <p>10 you to add whatever you have not produced up until</p> <p>11 now.</p> <p>12 INFORMATION TO BE SUPPLIED</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 BY MR. MUSHKIN:</p> <p>17 Q Item v is "Cause the company to maintain</p> <p>18 and provide all costs related to the ongoing</p> <p>19 maintenance of the property." Do you represent</p> <p>20 that SJCVC has done that?</p> <p>21 A Yes.</p> <p>22 Q And next one, you will represent that</p> <p>23 you paid all utilities; is that correct?</p> <p>24 A Yes.</p> <p>25 Q You represent that you paid all real</p>	<p style="text-align: right;">page 32</p> <p>1 have you?</p> <p>2 A Have not.</p> <p>3 Q And let's go to number ix, "Cause the</p> <p>4 company to pay for all landscaping." Do you see</p> <p>5 that?</p> <p>6 A I do.</p> <p>7 Q And you've done that; is that correct?</p> <p>8 A "You" being SHAC as the company, yes.</p> <p>9 Q Somebody, somebody under your control.</p> <p>10 I don't know that it's -- you can answer however</p> <p>11 you wish. SHAC is obliged to do this; is that</p> <p>12 fair?</p> <p>13 A SHAC is obliged to do this, yes.</p> <p>14 Q And the tenant, which is SJCVC, is the</p> <p>15 manager of SHAC; is that correct?</p> <p>16 A Correct.</p> <p>17 Q So let's go to the next. "Provide for</p> <p>18 the benefit from the portion of its judgment</p> <p>19 proceeds distributions from its interest in One</p> <p>20 One Holdings -- One Hundred Holdings -- First 100</p> <p>21 Holdings to serve as additional collateral to</p> <p>22 further securitize lending member's note against</p> <p>23 any deficiency in the existing real property</p> <p>24 serving as collateral prior to this agreement."</p> <p>25 Do you see that?</p>
<p style="text-align: right;">page 31</p> <p>1 property insurance; is that correct?</p> <p>2 A That's correct.</p> <p>3 Q And then the item viii is, "Cause the</p> <p>4 company to pay all HOA assessments and fines."</p> <p>5 You have not done that, have you?</p> <p>6 A "You" being SHAC?</p> <p>7 Q No party of which you control has done</p> <p>8 that? There is in fact an approximate \$19,000</p> <p>9 fine on the property; is that correct?</p> <p>10 A That fine is being disputed as</p> <p>11 illegitimate and being discharged. So I'm not</p> <p>12 going to --</p> <p>13 Q I appreciate that, but the --</p> <p>14 A I'm sorry. Let me finish my answer --</p> <p>15 Q Sorry.</p> <p>16 A -- for the benefit of the court</p> <p>17 reporter. Thank you.</p> <p>18 That fine is not legitimate, is being</p> <p>19 reversed, and will not be paid. It's not an</p> <p>20 accurate reflection of loss of fines that are</p> <p>21 subject to being imposed.</p> <p>22 Q There is a lien on the property today;</p> <p>23 is that correct?</p> <p>24 A Which also will be reversed, correct.</p> <p>25 Q You have not bonded around that lien,</p>	<p style="text-align: right;">page 33</p> <p>1 A I do.</p> <p>2 Q And did you on behalf of an entity</p> <p>3 controlled by you enter into a security agreement</p> <p>4 with CBC 1 for this very purpose?</p> <p>5 A I believe so, but that would be subject</p> <p>6 to reviewing the documents and confirming that.</p> <p>7 Q "At the earlier of two years or upon</p> <p>8 collection of the judgment proceeds, pay off in</p> <p>9 full the CBC receivable as it relates to the</p> <p>10 property." Do you see that?</p> <p>11 A I do.</p> <p>12 Q So isn't it true that you made a</p> <p>13 separate agreement as the investor member to pay</p> <p>14 off the CBC receivable on this property?</p> <p>15 A As it relates to the property.</p> <p>16 Q "At the earlier of two years or upon</p> <p>17 collection of the judgment, either assume serviced</p> <p>18 or retired either or both of the first and second</p> <p>19 position lenders." Do you see that?</p> <p>20 A I do.</p> <p>21 Q And did you agree to that at the time</p> <p>22 that you entered into the operating agreement?</p> <p>23 A At that time, subject to modification</p> <p>24 later by the parties.</p> <p>25 Q Is there any written modification for</p>

<p>1 this agreement that you're aware of?</p> <p>2 A This is a proposal.</p> <p>3 Q This is the operating agreement.</p> <p>4 A This is the unsigned operating</p> <p>5 agreement. So the obligation was modified by an</p> <p>6 amendment to a Forbearance Agreement.</p> <p>7 Q And that amendment to the Forbearance</p> <p>8 Agreement extended it three months; is that</p> <p>9 correct?</p> <p>10 A Do you have the document that we can</p> <p>11 pull up and review?</p> <p>12 Q I do, and we will at some point in time,</p> <p>13 but isn't it true that that extended the document</p> <p>14 from December of '19 until March 31st of 2020?</p> <p>15 A I'd have to go and review the document,</p> <p>16 so I'll reserve my answer until we get there.</p> <p>17 Q Any reason to believe that's not an</p> <p>18 accurate statement?</p> <p>19 A I only have your representation.</p> <p>20 Without having reviewed the document and not being</p> <p>21 able to recall, that's a reason.</p> <p>22 Q Let's go to the next one. "At the</p> <p>23 earlier of two years or upon collection of the</p> <p>24 judgments, pay off past-due and accrued property</p> <p>25 tax assessments, if not already addressed by the</p>	<p>page 34</p> <p>1 A Subject to modification by the parties</p> <p>2 subsequent to this agreement, yes.</p> <p>3 Q And are you aware of any modifications</p> <p>4 other than the Amended Forbearance Agreement?</p> <p>5 A I, in my capacity as manager of SJC,</p> <p>6 spoke frequently with CBC's representatives and</p> <p>7 discussed what we were to do and when we were to</p> <p>8 do it on a regular basis.</p> <p>9 Q Did you ever have any agreement from</p> <p>10 Mr. Antos that you were not obligated to do what</p> <p>11 you promised Mr. Antos in this operating</p> <p>12 agreement?</p> <p>13 A Mr. Antos directed me to speak to CBC.</p> <p>14 Q That's not my question, sir. Did</p> <p>15 Mr. Antos ever say to you or was there ever a</p> <p>16 written document that you don't have to perform</p> <p>17 these obligations under the investor member</p> <p>18 covenants?</p> <p>19 A Yes.</p> <p>20 Q Where is it?</p> <p>21 A I don't know where you have it in your</p> <p>22 pile of exhibits, but it's the amendment to</p> <p>23 Forbearance Agreement.</p> <p>24 Q I said other than that.</p> <p>25 A You didn't say other than that, but no,</p>
<p>page 35</p> <p>1 first and second lender." Do you see that?</p> <p>2 A I do.</p> <p>3 Q And do you believe that was also</p> <p>4 extended by the Amended Forbearance Agreement?</p> <p>5 A Same answer. I'd have to review the</p> <p>6 agreement to speak with any specificity about</p> <p>7 obligations imposed by that agreement.</p> <p>8 Q Let's go to the next one.</p> <p>9 A Okay.</p> <p>10 Q "Utilize its lawyers to effectuate a</p> <p>11 quiet title action for the purpose of</p> <p>12 extinguishing any and all judgment creditor liens</p> <p>13 against the property." Do you see that provision?</p> <p>14 A I do.</p> <p>15 Q Did you agree to do that?</p> <p>16 A "You" being SHAC?</p> <p>17 Q Well, actually, this is the investor</p> <p>18 member, so this is SJCVC. If you scroll back up,</p> <p>19 these 15 items, these are the Investor Member</p> <p>20 Covenants. We've already established that SJCVC is</p> <p>21 the investor member. So these are the covenants</p> <p>22 that you agreed to upon entering into and taking</p> <p>23 management of SHAC; is that a fair statement?</p> <p>24 A When you say "you," you mean SJC?</p> <p>25 Q Yes, sir.</p>	<p>page 37</p> <p>1 not other than that.</p> <p>2 Q There's no other modification other than</p> <p>3 the Amended Forbearance Agreement; is that fair?</p> <p>4 A There are potentially other email</p> <p>5 communications, which would be subsequent</p> <p>6 modifications, and then there are telephone</p> <p>7 conversations.</p> <p>8 Q Doesn't it say in this document that all</p> <p>9 modifications must be in writing?</p> <p>10 A I don't know.</p> <p>11 Q Don't you recall me showing that to you</p> <p>12 when you were on the stand in front of the judge?</p> <p>13 A That all modifications must be in</p> <p>14 writing, no.</p> <p>15 Q Okay. We'll get to that.</p> <p>16 Now, do you see under subsection B where</p> <p>17 it says, "The company shall comply, at all times,</p> <p>18 with the terms of the agreement"?</p> <p>19 A Yes.</p> <p>20 Q "Terms and conditions of the agreement"?</p> <p>21 A Yes.</p> <p>22 Q And then it says, "The execution,</p> <p>23 delivery, and performance of this agreement by the</p> <p>24 investor member does not conflict with or</p> <p>25 constitute a breach of or a default under the</p>

<p style="text-align: right;">page 38</p> <p>1 articles of organization of the investor member, 2 the operating agreement of the investor member, or 3 any contract, agreement, instrument, or debenture 4 to which investor member is a party or to which 5 any of its assets with subject." Do you see that? 6 A I do. 7 Q And did you agree to that at the time 8 this document was executed? 9 A When you say, "Did you agree to that," 10 do you mean the investor member SJC? 11 Q Yes, sir. 12 A Yes. 13 Q Thank you. 14 So I'll direct your attention now to 15 11.02 where it says Reports to Members. Have you 16 ever issued a report to the members of SHAC as its 17 manager? 18 A I don't believe so. 19 Q I'd like to direct your attention to 20 12.07. Do you see that, 12.07, that this is the 21 Entire Agreement? 22 A I do. 23 Q I'd like to direct your attention to 24 1209. Do you see that, where it says amendment or 25 modification? "Only upon written approval of the</p>	<p style="text-align: right;">page 40</p> <p>1 A The answer is you would have to go back 2 and review the production to date and see what was 3 included. 4 Q Okay. So now let's go to the 5 Forbearance Agreement, which is item number 1 in 6 the recent production. Can you see it? 7 A I'm pulling it up on my PDF. Bear with 8 me. 9 Q Can you see the one on the screen that 10 we have in front of us? 11 A Yeah, but the writing is a little small, 12 but if I need to reference it, I'll reference the 13 Bates number and pull up the PDF of the same 14 document that was provided for the deposition. 15 Q Does that make it easier for you to 16 read? 17 A Yes. 18 Q All right. We're not going to read too 19 much of it. All right. Let's go back to the 20 date. As you can see -- is it true that this 21 document is made as of the 27th day of September, 22 2017? 23 A The document seems to speak for itself, 24 but yes. 25 Q And I want to make sure we understand</p>
<p style="text-align: right;">page 39</p> <p>1 company," do you see that? Then it goes on to 2 talk about during the term of the seller member. 3 Do you see that? 4 A I'm sorry. Say that again. 5 Q We're at 1209. 6 A What was your question? 7 Q All modifications have to be in writing; 8 isn't that correct? See where it says "written 9 approval"? 10 A "Written approval of the company." 11 Q And then it can be executed in 12 counterparts. Do you see that? 13 A Correct. 14 Q Are you aware of any written 15 modification to this operating agreement? 16 A There's no formal amendment to the 17 operating agreement, but the agreement terms are 18 modified by the amendment to the Forbearance 19 Agreement and emails that occurred between the 20 parties. 21 Q Have you produced the emails between the 22 parties? 23 A I would reiterate my previous answer to 24 that question from the answer before. 25 Q So the answer is no?</p>	<p style="text-align: right;">page 41</p> <p>1 the parties to this agreement. It recites in the 2 very first paragraph that the Neumann Trust, Ken 3 and Sheila -- Ken Antos and Sheila Neumann-Antos 4 as trustees and as guarantors, and Spanish Heights 5 Acquisition Company. Do you see that? And then 6 it says and SJC Ventures, LLC. Do you see that? 7 A I do. 8 Q Is that a yes? 9 A Yes. 10 Q Thank you. 11 Now let's go to the recitals, recites 12 CBCI, and then at number 2 it talks about an 13 amended note; correct? 14 A I don't know if that's CBCI or CBCI. 15 Q I'll represent to you that it's CBCI, 16 but I don't really care. 17 And then it talks about the original 18 note of June 22nd, 2012, as its origination. Do 19 you see that? Can't hear you. 20 A Are you talking about paragraph 1, which 21 it says the notes have been executed by KCI 22 Investments and -- 23 Q Yes. 24 A -- Preferred Restaurant Brands? Yes, I 25 see that.</p>

<p style="text-align: right;">page 42</p> <p>1 Q And you saw that at the time you entered 2 into the agreement; is that also true? 3 A Yes. 4 Q Let's go to the amended note with 5 certain personal guarantees. Do you see that? 6 A I do. 7 Q And it talks about the deed of trust and 8 assignment of rents, security agreements, 9 and fixture filings at paragraph numbered number 10 3. Do you see that? 11 A I do. 12 Q Did you understand these terms at the 13 time that you entered into the agreement? 14 A Yes. 15 Q Let's go on to number 4. It talks about 16 several events of defaults. Do you see that? 17 A I do. 18 Q Were you aware of the events of default? 19 A Is there a specific event of default 20 that you're referencing? 21 Q No. I'm just -- it says, "identify 22 defaults." I'm asking you if you were aware of 23 the defaults under the loan? 24 MS. BARRAZA: Objection. Form. 25 You can answer.</p>	<p style="text-align: right;">page 44</p> <p>1 actually. When you get a little further away it 2 has a problem, but we'll figure this out as we go 3 along. 4 A Okay. 5 Q The members -- let's look at the next 6 sentence. "The members of SHAC are SJC Ventures, 7 LLC and the Antos Trust." Do you see that? 8 A Yes. 9 Q And that is in fact true, is that 10 correct, at the time? Is that correct? 11 A That is correct. 12 Q I'm sorry. Thank you. 13 "Pursuant to the terms hereunder, SHAC 14 intends to acquire the property and make certain 15 payments to CBC and other parties pursuant to the 16 terms of this Forbearance Agreement." Do you see 17 that provision? 18 A Yes, I see that provision. 19 Q And did you agree to that provision at 20 the time you entered into this agreement? 21 MS. BARRAZA: Object to form. 22 You can answer. 23 A SHAC and SJC, to the extent that they're 24 subject to that provision, did agree to that 25 provision.</p>
<p style="text-align: right;">page 43</p> <p>1 A I don't know from recollection what the 2 events of defaults consist of. 3 Q Do you recall that there were certain 4 monetary defaults? 5 A Again, I don't recall what the events of 6 defaults consist of. 7 Q I'm asking a different question. Are 8 you aware of certain monetary defaults? 9 A Not from recollection. 10 Q Let's go on a little farther. So in 11 this agreement it says, "Pursuant to the terms 12 hereunder, the Antos Trust intends to convey the 13 property to SHAC." Do you see that? 14 A I do. 15 Q Paragraph number 5? 16 A I do. 17 Q And in fact, the Antos Trust did convey 18 the property; isn't that correct? Is that a yes? 19 A Yes. I think the problem is one-word 20 answers don't work. 21 Q I'm sorry. 22 A When I say yes or correct, the 23 microphone doesn't click on fast enough to capture 24 a single-word answer. 25 Q I think it's when you lean back,</p>	<p style="text-align: right;">page 45</p> <p>1 Q Thank you. 2 Paragraph 4 talks about, "SHAC intends 3 to rent the property to SJC." Do you see that 4 provision? 5 A Yes, I see that provision. 6 Q And that in fact has occurred; correct? 7 A That is correct. 8 Q There is no -- is there a formal lease 9 agreement? 10 A Yes, there is a formal lease agreement. 11 Q "SJC is a Nevada Limited Liability 12 Company and owns 24.912 percent member interest in 13 First 100 Holdings, LLC." Do you see that? 14 A Yes, I see that. 15 Q And you have a judgment creditor in 16 possession of a final judgment in the amount of 17 approximately \$2.2 billion; is that in this 18 document? 19 A Yes, that is in this document. 20 Q And does this form a basis -- let's go 21 down a little farther. "As a material term of the 22 Forbearance Agreement, which forms the basis of 23 the bargain, Mr. Bloom, as the managing member and 24 as a manager of SJC, have agreed that SJC will 25 execute the security agreement described herein;</p>

<p style="text-align: right;">page 46</p> <p>1 and that First 100 Holdings will acknowledge its</p> <p>2 consent that SJC execute the security agreement,</p> <p>3 which will require First 100 Holdings to guaranty</p> <p>4 the obligations of SHAC and SJCV under this</p> <p>5 forbearance." Do you see that?</p> <p>6 A Yes, I see that.</p> <p>7 Q And that was an original term of this</p> <p>8 Forbearance Agreement; correct?</p> <p>9 A Yes, that is correct. I'm trying to</p> <p>10 avoid one word answers for you.</p> <p>11 Q I appreciate that.</p> <p>12 Under subsection B, "Obligations owing</p> <p>13 from Antos parties to CBC as of August 21, 2017."</p> <p>14 Do you see that provision?</p> <p>15 A Yes, I see that provision.</p> <p>16 Q It recites the principal amount of the</p> <p>17 note; correct?</p> <p>18 A Yes, it appears to recite the principal</p> <p>19 amount of a note.</p> <p>20 Q In the amount \$2,935,001.14, do you see</p> <p>21 that 5?</p> <p>22 A Yes, I see that.</p> <p>23 Q It also talks about certain protection</p> <p>24 payments as defined in Exhibit B. Do you see</p> <p>25 that?</p>	<p style="text-align: right;">page 48</p> <p>1 unrelated to the property.</p> <p>2 Q So the commercial note was recited at</p> <p>3 the very beginning of this document, wasn't it,</p> <p>4 sir?</p> <p>5 A It wasn't represented as a commercial</p> <p>6 note. It was falsely represented as a third</p> <p>7 position mortgage.</p> <p>8 Q It is a third position mortgage. It's</p> <p>9 reported against the property. Let's go back to</p> <p>10 the first representation. Executed by KCI</p> <p>11 investments and Preferred Restaurants Brands;</p> <p>12 correct?</p> <p>13 A I said a commercial note.</p> <p>14 Q Commercial note. Thank you. Let's move</p> <p>15 on.</p> <p>16 So under item number 2, "The modified</p> <p>17 deed of trust. As part of the security for</p> <p>18 satisfaction of the amended note, CBCI holds the</p> <p>19 valid and protected modified deed of trust.</p> <p>20 Pursuant to the modified deed of trust, CBC is</p> <p>21 entitled to foreclose on the property." Do you</p> <p>22 see that?</p> <p>23 A Yes, I see that.</p> <p>24 Q And you agreed to that at the time;</p> <p>25 isn't that correct?</p>
<p style="text-align: right;">page 47</p> <p>1 A Yes, I see that.</p> <p>2 Q Do you know what the protection payments</p> <p>3 are made of?</p> <p>4 A I'm not sure I understand your question.</p> <p>5 Q Do you know what that \$397,872.65 is</p> <p>6 comprised of? Do you know what that is?</p> <p>7 A No, I do not.</p> <p>8 Q A then under iii the amount of</p> <p>9 \$1,315,105.24 in interest accrued at the rate of</p> <p>10 20 percent. Do you see that?</p> <p>11 A Yes, I see that.</p> <p>12 Q And finally, "in additional amounts for</p> <p>13 accrued interest, recoverable costs, including</p> <p>14 reasonable attorney's fees, certain indemnities,</p> <p>15 post-forbearance protection payments and other</p> <p>16 note expenses as described below." Do you see</p> <p>17 that?</p> <p>18 A Yes, I see that.</p> <p>19 Q And you agreed to pay all of those sums;</p> <p>20 is that correct?</p> <p>21 A Can you define who "you" is?</p> <p>22 Q SJCV.</p> <p>23 A SJCV agreed to pay those sums as they</p> <p>24 relate to what was represented as a third position</p> <p>25 mortgage, which turned out to be a commercial note</p>	<p style="text-align: right;">page 49</p> <p>1 A Based on misrepresentations made by CBC,</p> <p>2 yes.</p> <p>3 Q "The Antos parties and SJCV parties have</p> <p>4 no defenses, offsets, counterclaims, or adverse</p> <p>5 claims of any kind or amount with respect to the</p> <p>6 loan documents, including the amended note, the</p> <p>7 modified deed of trust, and other collateral</p> <p>8 interests held by CBC as security for the</p> <p>9 satisfaction of the note." Do you see that?</p> <p>10 A Yes.</p> <p>11 Q And did you agree to that term at the</p> <p>12 time you entered into this document?</p> <p>13 A Based on the false representations of</p> <p>14 CBCI that they had a third position mortgage,</p> <p>15 that's what the parties agreed.</p> <p>16 Q What was false from CBCI?</p> <p>17 A Not a third position mortgage.</p> <p>18 Q How do you know?</p> <p>19 A Because we came to learn that this was a</p> <p>20 commercial loan through KCI restaurants and</p> <p>21 Preferred Restaurant Brands with a personal</p> <p>22 guaranty of the Antoses, but the Antos Trust was</p> <p>23 not a guarantor and not a borrower.</p> <p>24 Q And so because the Antos Trust was not a</p> <p>25 borrower, you believe that's a defense to payment</p>

<p style="text-align: right;">page 50</p> <p>1 under this agreement?</p> <p>2 MS. BARRAZA: Object to the form.</p> <p>3 A To the extent that it calls for a legal</p> <p>4 conclusion, I would object, but that's my belief,</p> <p>5 that you can't pledge a deed of trust against a</p> <p>6 loan where there's no obligation to pledgor.</p> <p>7 That's not a mortgage.</p> <p>8 Q And you've seen the authorization of</p> <p>9 the -- you've seen the authorization of the deed</p> <p>10 of trust by the -- you've seen the authorization</p> <p>11 of the pledge of collateral by the trust; is that</p> <p>12 correct?</p> <p>13 A Yes, I have.</p> <p>14 Q The Antos parties have no defense,</p> <p>15 offset, or counterclaims.</p> <p>16 Let's go to the next one. Now, under 4,</p> <p>17 it says "Identified Deeds of trust -- "Identified</p> <p>18 Defaults." Do you see the identified defaults</p> <p>19 provision?</p> <p>20 A I see paragraph 4 that's titled</p> <p>21 Identified Defaults.</p> <p>22 Q Okay. Now let's look at under C,</p> <p>23 Request for Forbearance. This is a request by the</p> <p>24 Antos parties and SJCV parties that have</p> <p>25 requested, not withstanding the existence of the</p>	<p style="text-align: right;">page 52</p> <p>1 Q So that's not the question I'm asking</p> <p>2 you. I'm asking you whether or not you are</p> <p>3 contesting the amount of the note that was</p> <p>4 represented to you as due to CBCI going all the</p> <p>5 way back to 2012. It was disclosed to that it</p> <p>6 started in 2012. Do you dispute the amount of</p> <p>7 those note -- the amount of that note?</p> <p>8 A Objection to the extent it's been asked</p> <p>9 and answered.</p> <p>10 I'll go ahead and answer anyway again.</p> <p>11 Yes.</p> <p>12 Q Well, how much do you think the note is</p> <p>13 off?</p> <p>14 A The balance that is owed by the trust is</p> <p>15 zero. They are not a borrower. They are not a</p> <p>16 guarantor.</p> <p>17 Q That is not what I'm asking you, sir.</p> <p>18 That's not the question I'm asking.</p> <p>19 A May I finish my answer? The note is</p> <p>20 valid as to KCI and Preferred Restaurant Brands as</p> <p>21 borrower. The note is valid as to the Antoses</p> <p>22 individually as to two guarantors. As the trust</p> <p>23 is neither a borrower nor a guarantor, then the</p> <p>24 trust has no obligation under the note, and the</p> <p>25 balance due by the trust under the KCI commercial</p>
<p style="text-align: right;">page 51</p> <p>1 identified default, that CBCI forbear the</p> <p>2 exercising of their rights and remedies with</p> <p>3 respect to the identified defaults through</p> <p>4 August 31, '19. Do you see that?</p> <p>5 A Yes, I see that.</p> <p>6 Q Then it says, "Although CBCI is under no</p> <p>7 obligation to do so, CBC is willing to forbear</p> <p>8 pursuant to the terms and conditions of this</p> <p>9 Forbearance Agreement." Do you see that?</p> <p>10 A Yes.</p> <p>11 Q Thank you.</p> <p>12 And then this is to allow CBCI to allow</p> <p>13 SHAC to secure replacement financing to satisfy</p> <p>14 the amount owed to CBCI pursuant to the note. Do</p> <p>15 you see that?</p> <p>16 A Yes, I see that.</p> <p>17 Q So I want to make -- I want to be clear</p> <p>18 about what you're claiming as a misrepresentation.</p> <p>19 You're not claiming that the amount was</p> <p>20 misrepresented to you, are you?</p> <p>21 A To the extent that's the trust pledgor</p> <p>22 of the collateral had no obligation, neither as</p> <p>23 borrower or guarantor. Yes, there's a</p> <p>24 misrepresentation because the amount that the</p> <p>25 trust owed was zero.</p>	<p style="text-align: right;">page 53</p> <p>1 note is zero.</p> <p>2 Q But you didn't promise the trust to pay.</p> <p>3 You promised the Antoses to pay, didn't you? You</p> <p>4 have a separate promise to the personal guarantor</p> <p>5 to pay off CBCI; isn't that correct?</p> <p>6 A Based on the misrepresentation that it</p> <p>7 was a third-party mortgage instead of a commercial</p> <p>8 note, yes. Again, it was predicated on a</p> <p>9 misrepresentation by CBCI, I.</p> <p>10 Q Okay. So let's move down. You have</p> <p>11 acknowledged that the recitals set forth are true,</p> <p>12 accurate, and correct. Do you see that in</p> <p>13 paragraph 1?</p> <p>14 A Yes, I see that.</p> <p>15 Q Paragraph 2 is a reaffirmation of the</p> <p>16 loans. Do you see that?</p> <p>17 A Yes, I see that.</p> <p>18 Q And paragraph number 4 says that so long</p> <p>19 as you satisfy all the conditions in Exhibit B to</p> <p>20 the Forbearance Agreement that we agree that --</p> <p>21 that CBCI agrees to forbear. Do you see that?</p> <p>22 A Yes, I see paragraph 4 titled</p> <p>23 Forbearance.</p> <p>24 Q You did not perform the items listed in</p> <p>25 Exhibit B, did you?</p>

<p style="text-align: right;">page 54</p> <p>1 A Is that a specific item that you're 2 referencing? 3 Q You didn't file a quiet title, did you? 4 A Subject to subsequent modifications and 5 agreements by the parties, it was adequate 6 performance by SJC and SHAC. 7 Q Sir, you did not file a quiet 8 title action, did you? Correct? 9 A Correct, no quiet title action was 10 filed. 11 Q And you did not create a bank account 12 with a 150,000 in it, did you? 13 A That's correct. 14 Q Let's move on. You also promise no new 15 events of default; is that correct? 16 A "You" being which party? 17 Q SJC.V. 18 A Which paragraph are you referencing? 19 Q 4.2. 20 A Yes, I see paragraph 4.2. 21 Q Okay. And then there's a termination of 22 the forbearance period. Do you see those 23 provisions? 24 A I do. 25 Q Okay. Let's move on, because we're</p>	<p style="text-align: right;">page 56</p> <p>1 Now 5.9, Additional Collateral, "As 2 additional security for the satisfaction of 3 obligations -- as satisfaction of the 4 obligations of their obligations herein, the Antos 5 parties grant to CBCI and SJC parties the 6 additional collateral described in Exhibit B" 7 That's additional collateral. Do you see that? 8 A I see that. 9 Q Let's go on a little farther. The 10 Negative Covenants, not going to go into that 11 right now. 12 Not worried about that. 13 Now, there's liens again. 14 So let's take a look at Cumulative 15 Remedies, number 25. CBCI enjoys cumulative 16 remedies; is that correct? 17 A Yes, I see that. 18 Q And 26 is Mutual Agreement; is that 19 correct? 20 A Yes, I see paragraph 26 entitled Mutual 21 Agreement. 22 Q And did you participate in the drafting 23 of this agreement? 24 A I believe I did. 25 Q At paragraph 29, it calls for further</p>
<p style="text-align: right;">page 55</p> <p>1 going to get to the amended Forbearance Agreement. 2 So there are conditions to forbearance 3 at paragraph 5., and again, no new defaults. 4 Let's go to 5.2. No other lenders undertakes 5 efforts to enforce. That's not -- fortunately, 6 that's not happened in this case. 7 Delivery of Outstanding Liens. 8 A That says "Delivery of Outstanding 9 Items." 10 Q I'm sorry. Items. Sorry. 11 Unfortunately -- we'll get to Exhibit B. 12 We'll go to that later. 13 Delivery of Contents. 14 A I believe that says Delivery of 15 Consents, not contents. 16 Q You're right. I'm having a hard time 17 reading my own screen. Thank you. 18 Consents, that's not relevant right now. 19 The back to the collection of judgment, 20 we'll talk about that later. By the way, there 21 has not been a collection of that judgment to pay 22 off this note, has there? 23 A There's not been collection of that 24 judgment to date. 25 Q Full Cooperation, Capital Expenditures.</p>	<p style="text-align: right;">page 57</p> <p>1 performance and says that you shall execute and 2 deliver or cause to be executed and deliver such 3 further instruments or documents and to do any and 4 all things that may be requested by CBC in order 5 to carry out the intent and purpose of this 6 Forbearance Agreement; is that correct? 7 A Yes, I see paragraph 29. 8 Q And you agreed to that; correct? 9 A Based on misrepresentations by CBC. 10 Q You can keep saying that all you want. 11 I'm just asking you whether you -- 12 A You keep asking the question. 13 Q At the time you signed it -- you agreed 14 to this at the time that you signed it; correct? 15 A Based on the misrepresentations made by 16 CBC, yes, I signed it. 17 Q Okay. Of course. 18 And SJC Ventures signed this by its 19 manager; correct? 20 A Yes, that's correct. 21 Q And Ken and Sheila Antos signed this 22 individually as well; correct? 23 A Ken and Sheila Antos appeared to have 24 signed this both individually and as trustees for 25 the Antos Trust.</p>

<p style="text-align: right;">page 58</p> <p>1 Q Thank you.</p> <p>2 And here are the Articles of</p> <p>3 Organization for Spanish Heights; is that correct?</p> <p>4 A Objection. The documents speak for</p> <p>5 themselves.</p> <p>6 Notwithstanding, yes, that's what it</p> <p>7 appears to be.</p> <p>8 Q Now, there may have been some confusion</p> <p>9 at some point in time, but this is the original</p> <p>10 filing on August of '17. Do you see the filing</p> <p>11 date and time?</p> <p>12 A I do.</p> <p>13 Q Subsequent to this document being</p> <p>14 submitted to the secretary of state, SJC Ventures</p> <p>15 resigned from the LLC; is that correct?</p> <p>16 A That's correct.</p> <p>17 Q And CBC Partners resigned from the LLC;</p> <p>18 is that correct?</p> <p>19 A That is correct.</p> <p>20 Q Is that a yes?</p> <p>21 A Yes, that is correct.</p> <p>22 Q Sorry.</p> <p>23 And do you know why the two parties</p> <p>24 resigned?</p> <p>25 A Yes, I do.</p>	<p style="text-align: right;">page 60</p> <p>1 Q Alan Hallberg?</p> <p>2 A Alan Hallberg.</p> <p>3 Q And you're saying he made that</p> <p>4 representation to you on or about August of '17?</p> <p>5 A Subsequent to this document being filed,</p> <p>6 prior to this next document being filed.</p> <p>7 Q What document are you referring to as</p> <p>8 "the next document being filed"?</p> <p>9 A There should have been a modification or</p> <p>10 amendment that took both SJC and CBC off the</p> <p>11 entity.</p> <p>12 Q There are resignations. Are you talking</p> <p>13 about the --</p> <p>14 A Resignations. I'm sorry. Yes, the</p> <p>15 resignations.</p> <p>16 Q But I'm talking about you came back into</p> <p>17 ownership, isn't that correct, pursuant to the</p> <p>18 operating agreement that...</p> <p>19 (Reporter clarification.)</p> <p>20 Q Pursuant to the operating agreement on</p> <p>21 or about September of '17, you came back into</p> <p>22 ownership; is that a fair statement?</p> <p>23 A To the extent that by "you," you're</p> <p>24 referencing SJC Ventures, yes, SJC Ventures came</p> <p>25 back in as owner, 51 percent owner of SHAC.</p>
<p style="text-align: right;">page 59</p> <p>1 Q Tell me why.</p> <p>2 A There are two different reasons. SJC</p> <p>3 resigned its membership to allow for the Kenneth</p> <p>4 and Sheila Antos Living Trust to have 100 percent</p> <p>5 ownership so that there would not be a tax</p> <p>6 consequence from the transfer.</p> <p>7 CBC Partners resigned because upon</p> <p>8 advice of counsel they represented that it was</p> <p>9 problematic for them to hold both the note and</p> <p>10 equity in the property, and so they elected to</p> <p>11 remove themselves as an owner, because that would</p> <p>12 put at risk the note.</p> <p>13 Q And whose advice was that?</p> <p>14 A I wasn't party to CBC's conversations</p> <p>15 with its attorney.</p> <p>16 Q Well, then why are you saying it? How</p> <p>17 do you know?</p> <p>18 A Because that's the representation that</p> <p>19 CBC made to me at the beginning of the</p> <p>20 transaction. They requested to be removed from</p> <p>21 the equity and in the property because they felt</p> <p>22 they could not hold both the equity and be a</p> <p>23 lender against the property at the same time.</p> <p>24 Q Who made that representation to you?</p> <p>25 A I'm blanking out his name.</p>	<p style="text-align: right;">page 61</p> <p>1 Q Thank you.</p> <p>2 So here's the Statement of Resignation.</p> <p>3 Do you see it on the screen?</p> <p>4 A I do.</p> <p>5 Q And that is August 9; is that fair?</p> <p>6 A That's what the document indicates.</p> <p>7 Q That's for Hallberg. See if I can find</p> <p>8 yours.</p> <p>9 A It's signed by Hallberg on behalf of</p> <p>10 CBC.</p> <p>11 Q Right. And then yours is following it,</p> <p>12 I believe. There it is. And there's SJC Ventures</p> <p>13 Holdings, Jay Bloom, Manager. So there's your</p> <p>14 resignation, is that fair, in August of '17?</p> <p>15 A If by "you," you mean SJC Ventures'</p> <p>16 resignation of membership, yes.</p> <p>17 Q Yes. Yes, sir. That's just as the</p> <p>18 document recites.</p> <p>19 Okay. Now, here's the Limited Liability</p> <p>20 Company Agreement. Let's see if this one has a</p> <p>21 signature. That was the same one. We'll get you</p> <p>22 the one with the signatures.</p> <p>23 We've already been through that.</p> <p>24 Okay. Let's see. What time is it? It</p> <p>25 is now -- would you like a five-minute break,</p>

<p>1 Mr. Bloom?</p> <p>2 A I'm fine. I can keep going.</p> <p>3 Q Okay. We'll keep going, then.</p> <p>4 So now let's take a look at the Amended</p> <p>5 Forbearance Agreement. Well, I'm going to take</p> <p>6 that back. I want to go to Exhibit B to the</p> <p>7 Forbearance Agreement, which is 00069.</p> <p>8 A Did you say Exhibit B to the amended</p> <p>9 agreement.</p> <p>10 Q Yes. Exhibit B to Forbearance</p> <p>11 Agreement. It should be on your screen?</p> <p>12 A It is. That's why I asked for the</p> <p>13 clarification. It's a document that says</p> <p>14 something different than what you said you were</p> <p>15 going to be pulling up. I want to make sure we're</p> <p>16 looking at the document -- you said Exhibit B to</p> <p>17 the Amended Forbearance Agreement.</p> <p>18 Q No, I'm sorry. I meant to the</p> <p>19 Forbearance Agreement itself.</p> <p>20 All right. Do you recognize this</p> <p>21 document?</p> <p>22 A Yes, I believe so.</p> <p>23 Q This agreement talks about the Accuracy</p> <p>24 of Recitals, and again, the parties acknowledge</p> <p>25 the Accuracy of Recitals; is that correct?</p>	<p>page 62</p> <p>1 obligation by CBCI to pay the first and second</p> <p>2 mortgage.</p> <p>3 Q That's not what I'm talking about. I'm</p> <p>4 talking about the payment of the third, the</p> <p>5 agreement by SJCV to pay off the third within 24</p> <p>6 months is a condition to the conveyance of the</p> <p>7 property to SHAC; isn't that correct?</p> <p>8 A With the caveat that, one, there is no</p> <p>9 third, and it was misrepresented, the commercial</p> <p>10 note to KCI was represent -- misrepresented by</p> <p>11 CBCI as constituting a third mortgage and, two,</p> <p>12 subject to the extension by the parties, yes.</p> <p>13 Q So the payment to be made by SHAC at</p> <p>14 paragraph 4 is the \$8,560.42 per month for 24</p> <p>15 months. Do you see that at paragraph 4a?</p> <p>16 A Yes, I see paragraph 4a.</p> <p>17 Q And it's your testimony that SCVJ made</p> <p>18 those payments; is that correct?</p> <p>19 A No. No, that's not my representation.</p> <p>20 Q Who made -- well, SHAC didn't have a</p> <p>21 bank account until 2020?</p> <p>22 A There is no company called SCVJ.</p> <p>23 Q SJCV. How's that? Come on. I can't</p> <p>24 get it right.</p> <p>25 A SJC made certain of the payments on</p>
<p>page 63</p> <p>1 A Is there a specific paragraph that</p> <p>2 you're referencing?</p> <p>3 Q Paragraph 1 on page 000071?</p> <p>4 A I see paragraph 1, Accuracy of Recitals.</p> <p>5 Q And paragraph 2 is the Obligations to be</p> <p>6 Performed by CBCI; correct?</p> <p>7 A Yes, I see paragraph 2 that says</p> <p>8 Obligations to be Performed by CBCI.</p> <p>9 Q Paragraph 3, the Antos Parties. There</p> <p>10 are actually two paragraph 3s. The first one</p> <p>11 talks about Property Taxes by First Mortgagee, and</p> <p>12 the second one talks about Antos and SJC Parties'</p> <p>13 Duties to Convey and Maintain the Property. Do</p> <p>14 you see that?</p> <p>15 A Yes, I see both paragraphs labeled</p> <p>16 paragraph 3.</p> <p>17 Q So without the agreement to pay, this</p> <p>18 property is never conveyed to SHAC; isn't that</p> <p>19 correct?</p> <p>20 A I'm not sure I understand. Without</p> <p>21 whose agreement to pay what?</p> <p>22 Q Without SJCV's agreement to pay the</p> <p>23 note, this property was never transferred into</p> <p>24 SHAC; isn't that correct?</p> <p>25 A Representation I saw above was an</p>	<p>page 64</p> <p>1 behalf of SHAC to CBC, and then later, starting</p> <p>2 this year, SHAC made its payments directly.</p> <p>3 Q Did Jay Bloom personally make any of</p> <p>4 those payments?</p> <p>5 A No.</p> <p>6 Q Paragraph 4b, The Balloon Payment, do</p> <p>7 you see that?</p> <p>8 A Yes, I see paragraph 4b.</p> <p>9 Q And you agreed to make those balloon</p> <p>10 payments; correct?</p> <p>11 A With the same caveats, further, "you"</p> <p>12 being defined as SJC Ventures, yes.</p> <p>13 Q And then paragraph 6 would be Additional</p> <p>14 Security; is that correct?</p> <p>15 A Paragraph 6 is labeled Additional</p> <p>16 Security.</p> <p>17 Q And paragraph 6d talks about providing</p> <p>18 security interest in your judgment; is that</p> <p>19 correct?</p> <p>20 A Yes, I see paragraph 6d.</p> <p>21 Q And e talks about several judgment</p> <p>22 liens, and it represents that SJC will commence a</p> <p>23 quiet title action. Do you see that?</p> <p>24 A Yes, I see paragraph 6d.</p> <p>25 Q And you did not do that, did you?</p>
<p>page 65</p>	<p>page 65</p>

<p>page 66</p> <p>1 A Subject to agreement by the parties</p> <p>2 subsequent to this document, it wasn't required,</p> <p>3 so no, SJC Ventures did not do that.</p> <p>4 Q Do you have a document that says it</p> <p>5 wasn't required?</p> <p>6 A I don't remember if the communications</p> <p>7 were oral or in writing, but I can search for</p> <p>8 emails referencing those conversations.</p> <p>9 Q We'll leave a blank. I'll represent you</p> <p>10 have not provided any document to us that even</p> <p>11 references that issue.</p> <p>12 INFORMATION TO BE SUPPLIED</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 BY MR. MUSHKIN:</p> <p>17 Q And I just want you to take a look at</p> <p>18 page 00078 signed by SJC Ventures, LLC. Do you</p> <p>19 see that?</p> <p>20 A I see that.</p> <p>21 Q Is that a yes, sir?</p> <p>22 A Yes, I see that. I thought that was a</p> <p>23 long enough answer to get through the microphone.</p> <p>24 Q And that is your name and that is your</p> <p>25 signature; correct?</p>	<p>page 68</p> <p>1 A Okay.</p> <p>2 Q Is that your signature?</p> <p>3 A That appears to be my signature.</p> <p>4 Q Actually, let's go back to 89. Spanish</p> <p>5 Heights Acquisition Company by Jay Bloom, Manager,</p> <p>6 do you see that?</p> <p>7 A Yes, I see that.</p> <p>8 Q And that's notarized, is it not?</p> <p>9 A Yes, it is.</p> <p>10 Q Do you know who Donna Zamora is?</p> <p>11 A No, I do not.</p> <p>12 Q Well, I'll represent to you that Donna</p> <p>13 Zamora is an employee of Ms. Barraza's law firm.</p> <p>14 A Okay.</p> <p>15 MS. BARRAZA: Is that a question?</p> <p>16 MR. MUSHKIN: No. It's a --</p> <p>17 MS. BARRAZA: Okay.</p> <p>18 MR. MUSHKIN: -- statement.</p> <p>19 BY MR. MUSHKIN:</p> <p>20 Q And does that refresh your recollection</p> <p>21 as to when and where you executed this document?</p> <p>22 A Hopefully, there's a pending question as</p> <p>23 to when and where I executed the document.</p> <p>24 Q Do you know when and where you executed</p> <p>25 this document?</p>
<p>page 67</p> <p>1 A Yes, that is my signature.</p> <p>2 Q There has been a lot of talk about</p> <p>3 documents. I understand that caveat that you keep</p> <p>4 talking about, but you're not arguing authenticity</p> <p>5 of any documents, are you, you're just claiming a</p> <p>6 legal defense?</p> <p>7 MS. BARRAZA: Objection.</p> <p>8 BY MR. MUSHKIN:</p> <p>9 Q Is that correct?</p> <p>10 MS. BARRAZA: Objection to form.</p> <p>11 A No, I'm not arguing authenticity,</p> <p>12 although I reserve the right to do so if I find a</p> <p>13 discrepancy from a draft upon review and after</p> <p>14 comparing it to an executed document.</p> <p>15 Q I'd like you to take a look at 000081.</p> <p>16 A So the documents just came off my</p> <p>17 screen.</p> <p>18 MR. MUSHKIN: She's figuring out how to</p> <p>19 use this thing, and I'm getting a little crazy</p> <p>20 over here.</p> <p>21 BY MR. MUSHKIN:</p> <p>22 Q Have you ever seen this document before?</p> <p>23 A Subject to further review, yes, it looks</p> <p>24 familiar.</p> <p>25 Q Take a look at page 00092.</p>	<p>page 69</p> <p>1 A Based upon the notarized signature, I</p> <p>2 would say I notar- -- I signed the document on</p> <p>3 September 27th of 2017, and based on your</p> <p>4 representation that Donna is an employee at the</p> <p>5 law firm that I use, I believe this document would</p> <p>6 have been executed at that law firm.</p> <p>7 Q And does that also refresh your</p> <p>8 recollection as to who the attorney was that</p> <p>9 assisted you in these documents?</p> <p>10 A No. There's a number of attorneys at</p> <p>11 the law firm.</p> <p>12 Q No, I'm not talking about which one.</p> <p>13 I'm just talking about the firm. Is it now your</p> <p>14 testimony that the firm of Maier Gutierrez</p> <p>15 assisted in the preparation of these documents?</p> <p>16 A No, that's not my testimony. Just</p> <p>17 because I used them for a notary signature does</p> <p>18 not mean that they advised me on these documents.</p> <p>19 Q In your earlier testimony in front of</p> <p>20 the court, you could not recall who your attorney</p> <p>21 was that assisted you in preparation of these</p> <p>22 documents. Does this review of the documents</p> <p>23 refresh your recollection as to the name of the</p> <p>24 attorney that assisted you on these documents?</p> <p>25 MS. BARRAZA: Objection. Asked and</p>

<p>1 answered.</p> <p>2 You can answer.</p> <p>3 A Answer is still no.</p> <p>4 Q Let's take a look at the Pledge</p> <p>5 Agreement. See the Pledge Agreement?</p> <p>6 A Yes, I see the Pledge Agreement.</p> <p>7 Q And do you see the third paragraph on</p> <p>8 page 1 where it says, "Whereas, pledgors are the</p> <p>9 owners of 100 percent of the ownership interest of</p> <p>10 Spanish Heights Acquisition Company." Do you see</p> <p>11 that?</p> <p>12 A Yes, I see that.</p> <p>13 Q And do you see the next paragraph where</p> <p>14 it references the Forbearance Agreement which says</p> <p>15 that "Antos Trust and SJCVC have agreed to pledge</p> <p>16 all right, title, and interest in 100 percent of</p> <p>17 its membership interest in Spanish Heights</p> <p>18 Acquisition Company." Do you see that?</p> <p>19 A Yes, I see that.</p> <p>20 Q Now, do you recall the prior document,</p> <p>21 the Forbearance Agreement itself, that also</p> <p>22 recited that SJCVC was pledging 100 percent of its</p> <p>23 interest?</p> <p>24 A Yes, I recall seeing that document.</p> <p>25 Q Okay. Then why is it, sir, that you</p>	<p>page 70</p> <p>1 agreements.</p> <p>2 Q Well, now let's go back to that email,</p> <p>3 001025. This is three, almost three months</p> <p>4 before -- well, actually two months before the</p> <p>5 agreement. And the same obligation is set forth</p> <p>6 in this email, is it not?</p> <p>7 A Which obligation are you referencing?</p> <p>8 Q Well, first, the payoff of the third</p> <p>9 mortgage; correct?</p> <p>10 MS. BARRAZA: Object to the form.</p> <p>11 A And with the same caveats, that no third</p> <p>12 mortgage actually existed as was represented by</p> <p>13 CBCI.</p> <p>14 Q They provided you a copy of the note;</p> <p>15 right?</p> <p>16 A I don't believe so, no.</p> <p>17 Q They provided you a copy of the deed of</p> <p>18 trust; right?</p> <p>19 A I believe I saw the deed of trust and</p> <p>20 relied on the representation that there was an</p> <p>21 actual obligation, which I think was supposed to</p> <p>22 be securing for the pledgor.</p> <p>23 Q Mr. Antos told you that he owed the</p> <p>24 money; right?</p> <p>25 A He did. He was the guarantor, but the</p>
<p>1 think that you did not pledge all of your interest</p> <p>2 in SHAC?</p> <p>3 MS. BARRAZA: Object to form.</p> <p>4 A As stated in previous testimony, this</p> <p>5 agreement was modified subsequent to execution,</p> <p>6 and the security interest in the judgment was put</p> <p>7 in place of the pledge of the stock for SJC</p> <p>8 Ventures, and as such, SJC Venture's signature</p> <p>9 line was removed from this Pledge Agreement, and</p> <p>10 this legacy language doesn't create an obligation</p> <p>11 to a nonparty to the agreement.</p> <p>12 Q Where does it say that, sir?</p> <p>13 A Where does it say what?</p> <p>14 Q Just what you said, the modification,</p> <p>15 where does say that?</p> <p>16 A It's the absence of a signature line</p> <p>17 which would bind SJC to this agreement.</p> <p>18 (Reporter clarification.)</p> <p>19 A It's the absence of a signature line to</p> <p>20 this agreement for SJC Ventures that says it all.</p> <p>21 Q What about the promise made in the</p> <p>22 Forbearance Agreement, sir?</p> <p>23 A Both representations are legacy language</p> <p>24 from what the deal was originally intended to be</p> <p>25 until modified prior to the execution of the</p>	<p>page 71</p> <p>1 trust which owned the house did not.</p> <p>2 Q Thank you.</p> <p>3 And you promised Mr. Antos you'd paid</p> <p>4 this off, didn't you?</p> <p>5 A By "you," I'm assuming you mean SJC</p> <p>6 Ventures?</p> <p>7 Q Yes, sir.</p> <p>8 A SJC Ventures promised to pay the</p> <p>9 obligation of the Antos Trust as the owner of the</p> <p>10 property.</p> <p>11 Q It actually agreed to pay --</p> <p>12 A I'm sorry. Let me finish my answer.</p> <p>13 It turned out that the Antos Trust</p> <p>14 obligation was zero.</p> <p>15 Q In fact. You made that promise to</p> <p>16 Mr. Antos personally also, didn't you?</p> <p>17 A I don't believe I'm a party to anything</p> <p>18 personally.</p> <p>19 Q Let's take a look at the Forbearance</p> <p>20 Agreement again. The parties are the personal</p> <p>21 guarantors of the promissory note, and it is</p> <p>22 signed by SJC Ventures, Jay Bloom. You made a</p> <p>23 promise to Kenneth Antos individually, too; isn't</p> <p>24 that correct?</p> <p>25 A No, that's not even close to correct.</p>
	<p>page 72</p>
	<p>page 73</p>

<p style="text-align: right;">page 74</p> <p>1 The personal --</p> <p>2 Q Let's go to the forbearance.</p> <p>3 A Let me finish the answer to your</p> <p>4 question, please.</p> <p>5 The personal obligors -- the personal</p> <p>6 guarantors under the note are Kenneth and Sheila</p> <p>7 Antos individually. Binding on behalf of SJC does</p> <p>8 not create a personal guaranty by SJC, certainly</p> <p>9 not by me individually. As you see in your --</p> <p>10 Q Mr. Bloom, you're not answering my</p> <p>11 question. Please listen to my question.</p> <p>12 A We'll try it again.</p> <p>13 Q The Forbearance Agreement recites the</p> <p>14 parties. The parties are CBCI, LLC -- CBC</p> <p>15 Partners I LLC; the Trust; the trustees of the</p> <p>16 Trust; and Ken and Sheila Antos, personal</p> <p>17 guarantors. That's on page 1 of the Forbearance</p> <p>18 Agreement, as well as SHAC and SJC. Do you see</p> <p>19 that at 00001?</p> <p>20 A Yes. With reference to your question --</p> <p>21 Q Well --</p> <p>22 A Let me finish answering my question.</p> <p>23 Q You're answering your question, not</p> <p>24 mine.</p> <p>25 A Your question to me was: Are you</p>	<p style="text-align: right;">page 76</p> <p>1 Q Then why did they sign individually to</p> <p>2 this agreement?</p> <p>3 MS. BARRAZA: Objection.</p> <p>4 MR. MUSHKIN: I withdraw the question.</p> <p>5 So now I'm going to take a break until</p> <p>6 2:00. You've got eight minutes.</p> <p>7 (Break taken from 1:51 p.m.</p> <p>8 to 2:01 p.m.)</p> <p>9 BY MR. MUSHKIN:</p> <p>10 Q Mr. Bloom, I just want to make sure I</p> <p>11 understand your testimony. So is it your</p> <p>12 testimony that somehow you're not obligated to pay</p> <p>13 CBCI?</p> <p>14 MS. BARRAZA: Object to the form.</p> <p>15 Go ahead.</p> <p>16 A Can you clarify which part you're</p> <p>17 referring to when you say "you."</p> <p>18 Q SJC. Is it your testimony that neither</p> <p>19 SJC nor SHAC are obligated to pay CBCI?</p> <p>20 A There are several answers for that. SJC</p> <p>21 Ventures and SHAC are obligated to pay the amount</p> <p>22 due under the Antos Trust obligation under the</p> <p>23 note, which is zero, and CBC you represented no</p> <p>24 longer owns the note. So, yes, CBC is not</p> <p>25 entitled to be paid anything for several reasons.</p>
<p style="text-align: right;">page 75</p> <p>1 personally a guarantor? And I said no. And then</p> <p>2 you said --</p> <p>3 Q That's not my question, sir. My</p> <p>4 question was --</p> <p>5 A I don't know if we can read back the</p> <p>6 question. Do you have --</p> <p>7 Q I'll ask the question again. Mr. Bloom,</p> <p>8 isn't it true that SJC Ventures and SHAC made a</p> <p>9 promise to pay to Ken and Sheila Antos</p> <p>10 individually?</p> <p>11 A No.</p> <p>12 Q Well, they're right there in the</p> <p>13 Forbearance Agreement, sir.</p> <p>14 A They're there as for- -- they're there</p> <p>15 in the Forbearance Agreement as co-parties with</p> <p>16 different responsibilities, and you --</p> <p>17 Q And the responsibilities of SHAC and</p> <p>18 SJC is to pay the obligation to CBC; correct?</p> <p>19 A Your question was: Is there an</p> <p>20 obligation to pay Ken and Sheila Antos</p> <p>21 individually? The answer is no.</p> <p>22 Q The promise to pay CBCI was made to the</p> <p>23 Antoses both individually as trustees and the</p> <p>24 trust; isn't that correct?</p> <p>25 A No. No, that's not correct.</p>	<p style="text-align: right;">page 77</p> <p>1 Q Now, you agreed in these documents to</p> <p>2 also pay the advances that were made; isn't that</p> <p>3 correct?</p> <p>4 A Restate the question using which party</p> <p>5 you're referring to when you say "you."</p> <p>6 Q SJC. Mr. Bloom, for purposes of this</p> <p>7 deposition, every time I say "you," I mean SJC.</p> <p>8 We'll depose you personally at a later date, but</p> <p>9 today, we're trying to do the 30(b)(6) of SJC, at</p> <p>10 least for now. Is that okay? So every time I say</p> <p>11 "you," I'm going to mean SJC because my tongue</p> <p>12 will be twisted off because I can't seem to say</p> <p>13 those letters in that order. Is that okay, Jay?</p> <p>14 Is that all right?</p> <p>15 A That's fine. I'll be answering with</p> <p>16 that definition of "you" in mind for every</p> <p>17 question.</p> <p>18 Q And if I want to talk about SHAC, I'll</p> <p>19 be specific. But for purposes of this question,</p> <p>20 is it also your testimony that neither SHAC nor</p> <p>21 SJC are obligated to pay the advances that were</p> <p>22 made?</p> <p>23 A I'd reiterate the testimony with regard</p> <p>24 to your previous question. Would you like me to</p> <p>25 repeat it?</p>

<p style="text-align: right;">page 78</p> <p>1 Q I have no idea what you're taking about, 2 sir. Try just answering my questions. 3 A To the extent that SJC Ventures has 4 agreed to pay CBC amounts due by the Antos Trust, 5 then, yes, there's no payment due to CBC. 6 Further, to the extent that CBC sold the note, as 7 per your representation, as well as your client's 8 representation, CBC is not entitled to any 9 payments. 10 Q And would your testimony be the same for 11 5148, the assignee of the note? 12 A To the extent that we referenced the 13 former, yes, the latter, no. I'm not making the 14 representation that 5148 did not buy a commercial 15 note from CBC where the obligor is KCI Restaurant 16 Brands and Preferred restaurants, and the 17 guarantors are the Antoses individually. However, 18 the Antos Trust, the obligation for which SJC 19 Ventures undertook, there is no obligation to pay 20 5148. 21 Q So I think I may have asked you this, 22 but SJCVC undertook to also pay the obligation of 23 Mr. and Mrs. Antos individually; is that not 24 correct? 25 A That is not correct.</p>	<p style="text-align: right;">page 80</p> <p>1 A So the obligations under the commercial 2 loan that CBC had are obligations of KCI 3 Restaurant Brands and Preferred Restaurant Brands, 4 whatever the borrowers were, and the Antoses 5 individually as guarantors. The Antos Trust never 6 was a borrower, never was a guarantor, and has no 7 obligations under that commercial loan. 8 Q All of this was disclosed to you before 9 you signed the agreements; correct? 10 A No. That's not correct, no. 11 Q You sure? 12 MS. BARRAZA: Object to the form. 13 A Asked and answered as well. Yes. 14 Q Well, let's go back and take a look at 15 that Forbearance Agreement again. 16 A Okay. 17 Q Let's go to page 1. Is it not true that 18 it is disclosed in this document that there has 19 been a secured promissory note executed by KCI 20 Investments and Preferred Restaurant Brands, Inc. 21 in the first recital? 22 A Yes, I see the first recital. 23 Q So how is it, sir, that you did not know 24 that this was a commercial loan from its 25 inception?</p>
<p style="text-align: right;">page 79</p> <p>1 Q Even though it says so in the 2 Forbearance Agreement? 3 A That's not what Forbearance Agreement 4 says. 5 Q Okay. Well, we'll let the judge decide 6 that. 7 A Yes, we will. 8 Q And then you also entered into a 9 security agreement; is that correct? 10 A Yes, that's correct. 11 Q And do you believe that the security 12 agreement is no longer valid? 13 A I agreed when it was entered, predicated 14 on the misrepresentations of CBC that it held a 15 valid third position note, which turned out not to 16 be true. It held a commercial loan to KCI 17 Restaurant Brands and the Antoses individually as 18 guarantors -- 19 Q There has been no -- 20 A I'm still in the middle of answering 21 your question. 22 Q Sorry. I couldn't hear you. 23 THE WITNESS: Court Reporter, Cari, can 24 you hear me? 25 (Record read.)</p>	<p style="text-align: right;">page 81</p> <p>1 A Because it was represented as a third 2 mortgage. Had the Antos Trust signed as a 3 guarantor or additional borrower, then potentially 4 the Antos Trust would have had a liability, but 5 that situation did not exist. The representation 6 that it was a third mortgage was false, and I 7 never was provided a copy of the commercial loan 8 which was misrepresented as a mortgage. At the 9 time we entered the agreements, I relied on the 10 representation that a third mortgage existed, 11 which it does not, clearly. 12 Q Now let's take a look at the second 13 paragraph. "The amended note is secured by 14 certain personal guarantees signed by Kenneth and 15 Sheila Antos." You were disclosed of that, were 16 you not? 17 A Yes. 18 Q And then there's a security agreement, 19 subsidiary guarantees and intercreditor 20 agreements, deeds of trust, assignment of rents, 21 and fixture filings that were also disclosed; 22 isn't that true? 23 A I don't believe certain of those 24 documents were disclosed. 25 Q Well, they were disclosed in the</p>

<p style="text-align: right;">page 82</p> <p>1 recitation of this document; correct?</p> <p>2 A They're referenced, but the actual</p> <p>3 documents were not disclosed. There's not an</p> <p>4 exhibit for each of those documents where the</p> <p>5 document itself was disclosed.</p> <p>6 Q And now let's go to the provision that I</p> <p>7 talked about earlier, page 5, that "The Antos</p> <p>8 parties and the SJCV parties acknowledge that the</p> <p>9 recitals set forth above are true, accurate and</p> <p>10 correct." Do you see that?</p> <p>11 A I do.</p> <p>12 Q "The recitals are incorporated into this</p> <p>13 Forbearance Agreement without any difference or</p> <p>14 distinction between the two segments of this</p> <p>15 Forbearance Agreement." Do you see that?</p> <p>16 A Yes, I see that.</p> <p>17 Q Do you see in paragraph 2, Reaffirmation</p> <p>18 of Loans, "Except as modified by this Forbearance</p> <p>19 Agreement, the Antos parties and SJC parties --</p> <p>20 SJCV parties reaffirms all obligations due to CBCI</p> <p>21 under the Amended Note and Modified Deed of</p> <p>22 Trust." Do you see that?</p> <p>23 A Yes, I see paragraph 2.</p> <p>24 Q Thank you.</p> <p>25 Now let's take a look further to the</p>	<p style="text-align: right;">page 84</p> <p>1 And then the next document, 108 to 110,</p> <p>2 that's Sheila Antos' document. Do you see that</p> <p>3 one?</p> <p>4 A Yes, I see that.</p> <p>5 Q Next document is page 114. That's the</p> <p>6 Lease Agreement that we referenced earlier. Do</p> <p>7 you recognize this document?</p> <p>8 A To the extent that I can only see the</p> <p>9 cover page, yes, I recognize the cover page.</p> <p>10 Q Do you know who prepared this document?</p> <p>11 A I don't have a recollection as to who</p> <p>12 prepared the document.</p> <p>13 Q Now let's take a look at 146, the</p> <p>14 Amendment to the Forbearance Agreement.</p> <p>15 A I'm sorry. Is there a question pending?</p> <p>16 Q I'm having a technical issue here. I</p> <p>17 don't know what I did. Take a minute and let's go</p> <p>18 to the back of this document.</p> <p>19 A Is there a specific page you'd like to</p> <p>20 reference?</p> <p>21 Q Yes. I'm just trying to get it out.</p> <p>22 This is 1054 -- I'm sorry, 154, 000154. And I</p> <p>23 just want you to identify that's your signature on</p> <p>24 this document for Spanish Heights Acquisition</p> <p>25 Company and SJC Ventures; correct?</p>
<p style="text-align: right;">page 83</p> <p>1 security agreement. We did that one.</p> <p>2 Now let's go to the payment letter,</p> <p>3 which is page 100. Have you seen this document</p> <p>4 before?</p> <p>5 A Well, I can only see a fraction of the</p> <p>6 letter in my screen.</p> <p>7 Q How's that? And let's go to page 104.</p> <p>8 And that is your signature both as SJC Ventures</p> <p>9 and First 100 Holdings; is that correct?</p> <p>10 A Yes, that's correct.</p> <p>11 Q Thank you.</p> <p>12 The next document, 105, is Personal</p> <p>13 Guaranty. Do you see those?</p> <p>14 A Yes, I see the document.</p> <p>15 Q And you will note it's executed on the</p> <p>16 27th in front of the same notary?</p> <p>17 A Objection to the extent the document</p> <p>18 speaks for itself.</p> <p>19 Yes, I see it's the same notary.</p> <p>20 Q And the date is 27th of September 2017</p> <p>21 above the notary stamp. Do you see that?</p> <p>22 A Same objection. The document speaks for</p> <p>23 itself.</p> <p>24 Yes, I see that.</p> <p>25 Q Thank you.</p>	<p style="text-align: right;">page 85</p> <p>1 A To the extent that I signed as manager</p> <p>2 of SJC Ventures and the definition of "your" as</p> <p>3 SJC Ventures, yes. To the extent that I signed as</p> <p>4 manager of Spanish Heights Acquisition Company, I</p> <p>5 did that in that capacity and not in the capacity</p> <p>6 of SJC Ventures. Given your definition that when</p> <p>7 you say "your," I'm answering on behalf of SJC</p> <p>8 Ventures.</p> <p>9 Q Well, let's take a look. Now I'm going</p> <p>10 to be a little more specific. It says Spanish</p> <p>11 Heights Acquisition Company, SHAC, by -- is that</p> <p>12 your signature, Jay Bloom, its manager?</p> <p>13 A Yes.</p> <p>14 Q And then it has SJC Ventures, LLC by its</p> <p>15 manager, Jay Bloom; is that correct?</p> <p>16 A That's correct.</p> <p>17 Q So you signed on behalf of both</p> <p>18 entities?</p> <p>19 A In my capacity as manager for each.</p> <p>20 Q Yes, sir. Yes, sir. Thank you.</p> <p>21 A Again, we define, when you say "your,"</p> <p>22 you're referencing SJC. I did not sign the SJC or</p> <p>23 the Spanish Heights line on behalf of SJC.</p> <p>24 Q I got it. I got it.</p> <p>25 Can you tell me how this Amended</p>

<p>1 Forbearance Agreement came to be?</p> <p>2 A I believe it was drafted by CBC or CBCI</p> <p>3 as a product of discussions between myself and</p> <p>4 Alan Hallberg.</p> <p>5 Q Do you recall what you said to</p> <p>6 Mr. Hallberg?</p> <p>7 A I do not.</p> <p>8 Q Did you tell him you needed more time to</p> <p>9 pay off the loan?</p> <p>10 A I told him that we had not yet collected</p> <p>11 on the judgment so there was an agreement to</p> <p>12 extend the forbearance, but what was represented</p> <p>13 as a third mortgage, that turned out not to exist.</p> <p>14 Q You can keep saying that as a much as</p> <p>15 you want, but it clearly exists.</p> <p>16 A A commercial loan for KCI Restaurant</p> <p>17 exists.</p> <p>18 I'm sorry. Is there a question pending,</p> <p>19 or are you making a statement for the record?</p> <p>20 Q There were conditions to the extension;</p> <p>21 correct?</p> <p>22 A Objection as to the extent to the extent</p> <p>23 document speaks for itself.</p> <p>24 Yes.</p> <p>25 Q Do you recall what those conditions</p>	<p>page 86</p> <p>1 Q Do you see paragraph 5, "The Membership</p> <p>2 Pledge Agreement executed by SJCV and the Antos</p> <p>3 Trust shall remain in effect and the execution of</p> <p>4 this amendment shall not be considered a waiver of</p> <p>5 CBCI's right under the membership Pledge</p> <p>6 Agreement." Did you see that provision?</p> <p>7 A Yes, I see paragraph 5.</p> <p>8 Q And did you agree to it at the time on</p> <p>9 behalf of SJCV and SHAC?</p> <p>10 A My recollection is that SHAC was not a</p> <p>11 party to the membership Pledge Agreement, and SJC</p> <p>12 is solely there to approve the Antos Trust Pledge</p> <p>13 of its interest.</p> <p>14 Q Again, back at page 9, both SHAC and</p> <p>15 SJCV signed this Amended Forbearance Agreement;</p> <p>16 correct?</p> <p>17 A I don't have page 9 in front of me, so I</p> <p>18 couldn't answer that until we get there.</p> <p>19 Q Do you see the signature lines for both</p> <p>20 parties?</p> <p>21 A I do. I do.</p> <p>22 Q Okay. So they're both parties to the</p> <p>23 Amended Forbearance Agreement; correct?</p> <p>24 A Objection to the extent the document</p> <p>25 speaks for itself.</p> <p>page 88</p>
<p>1 were?</p> <p>2 A No.</p> <p>3 Q Let's take a look at page 147. So</p> <p>4 paragraph number 1, A1, "The Forbearance Agreement</p> <p>5 shall remain in effect and the extension of this</p> <p>6 amendment shall not be considered a waive of</p> <p>7 CBCI's rights under the Forbearance Agreement."</p> <p>8 Do you see that?</p> <p>9 A Yes, I see A1.</p> <p>10 Q And did you agree to it at the time?</p> <p>11 A Again, with the caveat that there was a</p> <p>12 misrepresentation by CBCI that there existed a</p> <p>13 third mortgage, which turned out not to exist.</p> <p>14 Based on that misrepresentation and reliance on</p> <p>15 that misrepresentation, yes, SJC agreed to that</p> <p>16 provision.</p> <p>17 Q SHAC and SJCV continue to be limited</p> <p>18 liability companies duly authorized to execute</p> <p>19 this amendment?</p> <p>20 A Yes, I see paragraph 3.</p> <p>21 Q Did you agree to it when you signed the</p> <p>22 document?</p> <p>23 A Yes, SHAC agreed to it as a signatory</p> <p>24 for the document and SJCV agreed to it as a</p> <p>25 signatory of the document.</p> <p>page 87</p>	<p>1 Yes, it appears they are.</p> <p>2 Q Paragraph 7 says the balloon payment</p> <p>3 shall be due on March 31st, 2020; correct?</p> <p>4 A I see paragraph 7.</p> <p>5 Q Did you pay the balloon payment?</p> <p>6 A I would need to see what the definition</p> <p>7 in Exhibit B of balloon payment as a defined term</p> <p>8 says.</p> <p>9 Q Did you make any payment to CBCI as of</p> <p>10 March 31st, 2020?</p> <p>11 A Yes.</p> <p>12 Q What was that payment?</p> <p>13 A I don't recall the amounts or the dates</p> <p>14 of the payment offhand.</p> <p>15 Q Well, what was the payment for?</p> <p>16 A Payment was made by SJC -- a series of</p> <p>17 payments were made by SJC Ventures for rents due</p> <p>18 to SHAC which SHAC assigned for the benefit of CBC</p> <p>19 under its obligations to CBC.</p> <p>20 Q But no balloon payment was made on</p> <p>21 March 31st, 2020?</p> <p>22 A Balloon payment is a defined term as</p> <p>23 described in Exhibit B, and I don't know what that</p> <p>24 defined term says, so I can't answer whether or</p> <p>25 not a balloon payment was made without</p> <p>page 89</p>

<p style="text-align: right;">page 90</p> <p>1 understanding the definition of that defined term.</p> <p>2 Q Isn't it true that the balloon payment</p> <p>3 was to include the advances, the accrued interest,</p> <p>4 and the principal of the note?</p> <p>5 A Can we go to the definitions?</p> <p>6 Q No. I'm asking you what you know.</p> <p>7 A I don't have recollection of the</p> <p>8 definition of what balloon payments consists of.</p> <p>9 Q We're back to the Forbearance Agreement,</p> <p>10 page 69, Exhibit B to the Forbearance Agreement.</p> <p>11 Why don't you take a minute and give a look, see</p> <p>12 if that refreshes your recollection.</p> <p>13 A So I only have page 1, and I don't think</p> <p>14 the defined term is on page 1. This is several of</p> <p>15 the recitals.</p> <p>16 Q Take a look at 4b, The Balloon Payment.</p> <p>17 Does that refresh your recollection as to what the</p> <p>18 balloon payment was?</p> <p>19 A Yes, it does.</p> <p>20 Q Did you make that balloon payment?</p> <p>21 A Given the caveat that the balloon</p> <p>22 payment was supposed to be for a third mortgage</p> <p>23 that didn't exist and no obligation was due under</p> <p>24 the commercial note to which the Antos Trust was</p> <p>25 not a party, which guaranty was a liability of</p>	<p style="text-align: right;">page 92</p> <p>1 Q No, I'm not.</p> <p>2 A Okay.</p> <p>3 Q So I'd like you to let me finish</p> <p>4 answering -- asking my question.</p> <p>5 The Forbearance Agreement specifically</p> <p>6 calls out the obligation owed by the guarantor,</p> <p>7 and that is a promise to pay the guarantor who is</p> <p>8 a party to the Forbearance Agreement. Isn't that</p> <p>9 in fact the written term of the Forbearance</p> <p>10 Agreement?</p> <p>11 MS. BARRAZA: Objection. Document</p> <p>12 speaks for itself.</p> <p>13 You can answer.</p> <p>14 A Are you done asking your question?</p> <p>15 Q Yes, sir.</p> <p>16 A No, that is not the written term of the</p> <p>17 Forbearance Agreement. That's your</p> <p>18 interpretation. I understand it differently. The</p> <p>19 obligation of the guarantor is the obligation of</p> <p>20 Ken and Sheila Antos individually as the only</p> <p>21 guarantors to any agreement. You're trying to</p> <p>22 ascribe their guarantees to somehow be a guaranty</p> <p>23 on promise of payment by SHAC or SJC to the</p> <p>24 Antoses. That doesn't appear anywhere in the</p> <p>25 document. Just because they're all named as</p>
<p style="text-align: right;">page 91</p> <p>1 such guaranty assumed by SJC, no, no payment was</p> <p>2 made as none was due.</p> <p>3 Q You did not pay pre-forbearance</p> <p>4 protection payments in the amount of 397,872.65?</p> <p>5 A Well, so SJC Ventures did not make that</p> <p>6 payment.</p> <p>7 Q And SJC Ventures did not, or SHAC, did</p> <p>8 not make the payment of the post-forbearance</p> <p>9 protection payments made during the monthly</p> <p>10 payment period?</p> <p>11 A No. Those are obligations of KCI</p> <p>12 Restaurants and Preferred Restaurant Brands as</p> <p>13 borrower, and the Antoses individually as</p> <p>14 guarantors.</p> <p>15 Q Even though you promised the Antoses you</p> <p>16 would pay this, you didn't pay it?</p> <p>17 A Objection. Ask and answered.</p> <p>18 There was no promise to the Antoses</p> <p>19 individually by SJC or SHAC.</p> <p>20 Q Most certainly there was, sir. Take a</p> <p>21 look at the Forbearance Agreement.</p> <p>22 A We did, and we left it at --</p> <p>23 Q How much did it pay?</p> <p>24 A I'm sorry. Are you finished asking your</p> <p>25 question?</p>	<p style="text-align: right;">page 93</p> <p>1 parties with different and various obligations,</p> <p>2 you're manufacturing a new obligation that's not</p> <p>3 reflected anywhere in the document.</p> <p>4 Q The document recites all those parties,</p> <p>5 doesn't it?</p> <p>6 A Yes, all those parties had various</p> <p>7 obligations.</p> <p>8 Q Thank you very much. The parties are</p> <p>9 all there.</p> <p>10 Okay. So let's go a little further on</p> <p>11 the Amended Forbearance Agreement, back to</p> <p>12 page 48 -- 148.</p> <p>13 A Okay. Are you going to show me where</p> <p>14 the obligation exists on the document that you</p> <p>15 represented?</p> <p>16 Q I'm not sure what you just asked me,</p> <p>17 sir.</p> <p>18 A Are you going to go show me the</p> <p>19 obligation in the doc- -- where in the document</p> <p>20 that obligation exists that you just represented?</p> <p>21 Q I just showed you, sir. It's right in</p> <p>22 the document.</p> <p>23 A Okay. You showed me that we're all</p> <p>24 parties to the agreement with various</p> <p>25 responsibilities.</p>

<p style="text-align: right;">page 94</p> <p>1 Q Right, and obligations.</p> <p>2 A Right, and I'm asking you where is the</p> <p>3 obligation from SHAC to the Antoses individually.</p> <p>4 Q It's in the recitals, sir. Look right</p> <p>5 in the recitals. It's right there. I don't need</p> <p>6 to provide you an explanation of a document that's</p> <p>7 clear on its face.</p> <p>8 Let's go back to the Amended Forbearance</p> <p>9 Agreement, page 148. Paragraph 11 talks about the</p> <p>10 Account Control Agreement shall remain in effect.</p> <p>11 Do you see that?</p> <p>12 A I do.</p> <p>13 Q So even in December of '19 you were</p> <p>14 still agreeing to a control account; is that</p> <p>15 correct?</p> <p>16 A Objection to the extent the document</p> <p>17 speaks for itself.</p> <p>18 That provision was waived by CBC when</p> <p>19 they learned that Bank of America, the</p> <p>20 company bank, did not provide for account</p> <p>21 control agreements.</p> <p>22 Q Do you have that in writing, sir?</p> <p>23 A Also that exists in email communication.</p> <p>24 Q Have you provided that email?</p> <p>25 A I don't know where we are in the</p>	<p style="text-align: right;">page 96</p> <p>1 omissions.</p> <p>2 Q I'd like you to look on paragraph 51 --</p> <p>3 I'm sorry, page 151, paragraph h, "The Antos</p> <p>4 parties and SJC parties represent they continue</p> <p>5 to acknowledge that the Amended Note, Modified</p> <p>6 Deed of Trust, and the Forbearance Agreement are</p> <p>7 legal, valid, and binding agreements of the Antos</p> <p>8 parties and SJC parties." Do you see that?</p> <p>9 A I see paragraph h.</p> <p>10 Q And did you agree to it at the time?</p> <p>11 A To the extent that SJC Ventures is a</p> <p>12 signatory to the agreement and such agreement is</p> <p>13 not the product of fraud, misrepresentation, or</p> <p>14 material omissions by CBC, yes.</p> <p>15 Q "The Antos parties and SJC parties</p> <p>16 represent they continue to acknowledge that CBCI</p> <p>17 has not breached any duty to the Antos parties and</p> <p>18 SJC parties in connection with the Forbearance</p> <p>19 Agreement or the Amended Note and the Modified</p> <p>20 Deed of Trust. The Antos parties and the SJC</p> <p>21 parties agree that CBCI has fully performed all</p> <p>22 obligations it may have had or now has to the</p> <p>23 Antos parties and the SJC parties." Do you see</p> <p>24 that provision?</p> <p>25 A Yes, I see paragraph 5.</p>
<p style="text-align: right;">page 95</p> <p>1 discovery process, as I've mentioned a dozen times</p> <p>2 now during this deposition.</p> <p>3 Q Has your attorney advised you that</p> <p>4 pursuant to Rule 16.1 you are obliged to provide</p> <p>5 all documents in your possession at the time of</p> <p>6 the production of the initial disclosures?</p> <p>7 MS. BARRAZA: Objection. To the extent</p> <p>8 this is calling for attorney-client privilege</p> <p>9 communications, I'm going to direct the witness</p> <p>10 not to answer.</p> <p>11 A Next question, I guess.</p> <p>12 Q Do you believe you provided all of your</p> <p>13 email to your counsel?</p> <p>14 A I believe I provided the documents that</p> <p>15 were relevant, subject to amendment as more</p> <p>16 documents are discovered or become relevant.</p> <p>17 Q Paragraph 12 says, "The security</p> <p>18 agreement shall remain in effect." Do you see</p> <p>19 that?</p> <p>20 A I see paragraph 12.</p> <p>21 Q Did you agree to that at the time?</p> <p>22 A To the extent that SJC Ventures is</p> <p>23 signatory on the agreement, it's agreed to any</p> <p>24 obligations it has under that agreement that are</p> <p>25 not based on fraud, misrepresentation, or material</p>	<p style="text-align: right;">page 97</p> <p>1 Q And did you agree to it at the time?</p> <p>2 A I would incorporate and reiterate my</p> <p>3 previous answer. I can restate it if you'd like.</p> <p>4 Q You don't have to. The answer is you</p> <p>5 did agree to it at the time and now you think you</p> <p>6 were somehow fraudulently misrepresented?</p> <p>7 A Counsel, now you're answering your own</p> <p>8 questions. You don't need me for the deposition</p> <p>9 to do that.</p> <p>10 Q Well, I still need you, Jay.</p> <p>11 A It's nice to be needed.</p> <p>12 Q Paragraph 18 says, "The Antos parties</p> <p>13 and the SJC parties represent they have not</p> <p>14 withdrawn funds in violation of the Account</p> <p>15 Control Agreement." Do you see that?</p> <p>16 A Yes, I see that.</p> <p>17 Q And did you agree to that at the time?</p> <p>18 A I would reiterate and incorporate my</p> <p>19 previous answer. I can restate it for the record</p> <p>20 if you'd like.</p> <p>21 Q Paragraph 19, "The Antos parties SJC</p> <p>22 parties represent they continue to acknowledge</p> <p>23 that they continue to pledge their stock in SHAC</p> <p>24 as collateral for the Forbearance Agreement. The</p> <p>25 Antos parties and the SJC represent and warrant</p>

<p style="text-align: right;">page 98</p> <p>1 they have not issued any new shares of stock that 2 are not collateral to their obligation under the 3 Forbearance Agreement." Do you see that 4 paragraph? 5 A Yes, I see that paragraph. 6 Q And at the time you executed this in 7 December of '19, did you agree to those terms? 8 A I would reiterate and incorporate my 9 previous answer. I can restate it for the record, 10 if you'd like. 11 Q So the answer -- you better restate 12 whatever you're going to restate, because this one 13 says that SJCVC pledges its interest. Is it your 14 testimony that SJCVC did not pledge its interest? 15 A It's my testimony that it was originally 16 intended that SJC would pledge its interest in 17 SHAC. Later the agreement changed. Subsequent 18 agreements included legacy language that should 19 have been removed. 20 Q Do you have any documents that purports 21 to prove up this legacy language? 22 A I was going to finish my answer, but I 23 can answer it here. 24 The absence of a signature line to the 25 Pledge Agreement proves that SJC Ventures is not a</p>	<p style="text-align: right;">page 100</p> <p>1 And if I'm quoting the wrong rule, I'll get the 2 rule book during the next break, and I'll read it 3 to you. But right now I want to go to paragraph 4 19 on page 000151 where it says, "The Antos 5 parties and the SJCVC parties represent they 6 continue to acknowledge they continue to pledge 7 their stock in SHAC as collateral for the 8 Forbearance Agreement. The Antos parties and the 9 SJCVC parties represent and warrant they have not 10 issued any new shares of stock that are not 11 collateral to the obligation under the Forbearance 12 Agreement." Do you see that paragraph? 13 A I'm still on your last -- our last 14 conversation. I'm researching Rule 26. 15 Q Do that at break, sir. Right now I want 16 to go back and get this done. I'm trying very 17 hard to get as much done as I can today and then 18 finish up tomorrow morning so that we can get the 19 rest of the deposition done. 20 A Okay. 21 Q And I would direct your attention to 22 page -- 23 A I'm sorry. Go ahead. 24 (Reporter clarification.) 25 A That was my fault. I thought he was</p>
<p style="text-align: right;">page 99</p> <p>1 party to the Pledge Agreement and never pledged 2 its stock at collateral. 3 Q But SJC Ventures signed this document 4 that says it pledged its stock; isn't that 5 correct? 6 A Objection to the extent the document 7 speaks for itself. 8 Q Mr. Bloom, you don't get to object to my 9 questions. Your attorney can object, but you need 10 to answer my question. 11 A Do you have specific rule that you're 12 citing? Because my understanding -- 13 Q Only persons allowed -- 14 A My understanding is that I can enter my 15 own objections. 16 Q Would you like me to recite -- 17 A And I have -- 18 Q -- the rule? 19 A And I have and I will continue to do so. 20 Q Would you like me to recite the rule? 21 A Please do. 22 Q I believe it's Rule 26, and Rule 26 says 23 that you must make only an objection and only the 24 attorney appearing. I've never had a party make 25 an objection when their attorney is sitting there.</p>	<p style="text-align: right;">page 101</p> <p>1 finished speaking. 2 Q Mr. Bloom, in this Amended Forbearance 3 Agreement, SHAC and SJCVC Ventures -- SJC Ventures 4 both signed the agreement on page 000154; correct? 5 A I'm going to continue to enter my own 6 objections until such time as we confirm the rule 7 that you cited. 8 Objection. The document speaks for 9 itself. 10 Yes, it appears that the signatures are 11 on this document. 12 Q And at paragraph 19 SJCVC parties 13 represent they continue to acknowledge that they 14 pledge their stock in SHAC; isn't that what the 15 document says? 16 A Your office is scrolling to 19 right 17 now. 18 Objection to the extent that the 19 document speaks for itself. 20 Yes, that is what the document says. 21 Q Thank you, sir. 22 All right. Now let's go to the bank 23 records. Do you see this 000962? 24 A Yes, I do. 25 Q I'll represent to you this is a</p>

<p style="text-align: right;">page 102</p> <p>1 transmittal letter from Bank of America. The 2 second page is a declaration of Bank of America. 3 These are true and correct copies. Do you see 4 that? 5 A Your representation that they're true 6 and correct copies, or is it the bank's in this 7 document somewhere that I'm seeing for the first 8 time? 9 Q It's the bank's. This is the -- 10 A Okay. 11 Q At the top -- 12 A Now I see that. You could have just 13 gave me the paragraph number to look at. 14 Q Thank you. 15 The top of the page, it still says Bank 16 of America Legal Process -- Legal Center 17 Processing -- sorry, Legal Order Processing. 18 Maybe I need better glasses. I don't know. I'm 19 having a hard time here. 20 Let's go to the next page, 964. This is 21 a copy of your Business Resolution or 22 Authorization for Opening and Maintaining Banking 23 Relationship. Do you see that? 24 A Objection to the extent the document 25 speaks for itself.</p>	<p style="text-align: right;">page 104</p> <p>1 beginning balance on April 30, 2020, of zero. Do 2 you see that? 3 A I do. 4 Q Do you believe this is the date that you 5 opened the account? 6 A Well, this a monthly statement that says 7 the beginning balance on April 30th was zero, \$100 8 in deposits at some point prior to the closure of 9 the banking -- 10 Q Excuse me. I'll try and help you on 11 this one. If you look at the first line after 12 Your Business Fundamentals Checking, it will show 13 you that it's from April 30 to April 30. 14 A Correct. 15 Q And what I'm asking you, do you believe 16 this is the opening statement for your bank 17 account? 18 A I don't have a recollection of the date, 19 but that is what it appears to be. 20 Q I will represent to you it's the first 21 page in the production from the bank, other than 22 your signature card. 23 The next couple of pages are details of 24 that month. It shows the -- if you go to 25 page 970, it will show the deposit of \$100 on the</p>
<p style="text-align: right;">page 103</p> <p>1 Yes, I see the document. 2 Q I'd like you to take a look at page 966. 3 Is that your signature? 4 A Yes, that's my signature, although 5 that's not my handwriting that says manager. 6 Q Do you know who Jose Aguirre is? 7 A No, I do not know who Jose Aguirre is. 8 Q Take you to look at 967. Do you see 9 that document? 10 A Yes, I see that document. 11 Q Is that your signature towards the 12 bottom of the page? 13 A Yes, that's my signature. 14 Q And is this a signature card for the 15 bank account at Bank of America? 16 A Objection to the extent the document 17 speaks for itself. 18 The document is titled Business 19 Signature Card with the Bank of America logo, so 20 that's what it appeared to be. 21 Q Thank you. 22 Do you know the date that you opened 23 your bank account? 24 A Not offhand, no. 25 Q So if you look at page 968, it shows the</p>	<p style="text-align: right;">page 105</p> <p>1 30th. 2 Now I'd like you to look at 972. 972 3 has a beginning balance -- and for your -- for 4 assistance, you'll see that this is from May 1 to 5 May 31st. Do you see that under the Fundamentals 6 of Checking -- or Your Business Fundamentals 7 Checking? 8 A I do. 9 Q Okay. And then it shows the beginning 10 balance of \$100. That matches up to the prior 11 statement; correct? Correct? Mr. Bloom? 12 A Yes. I answered correct. My microphone 13 must not have picked it up. 14 Q I'm sorry. I didn't see your lips move 15 either. You were ventriloquizing on me over 16 there. 17 Then it shows deposits and credits of 18 45,329.09. Do you see that? 19 A Yes, I see that. 20 Q And it has withdrawals and other debits 21 of 19,881.45. Do you see that? 22 A Yes, I see that. 23 Q Do you know what that was for? 24 A I'd have to see a copy of the check, 25 which I imagine is on an upcoming page.</p>

<p style="text-align: right;">page 106</p> <p>1 Q We'll get there. And then it says --</p> <p>2 well, that shows withdrawal. Do you understand</p> <p>3 why there might have been a withdrawal for that</p> <p>4 amount?</p> <p>5 A Usually, if there's a withdrawal, it's</p> <p>6 for the purposes of issuing a certified or bank</p> <p>7 check or cashier's check.</p> <p>8 Q Then the next line shows checks of</p> <p>9 24,871. Do you see that?</p> <p>10 A Yes, I do.</p> <p>11 Q And then service fees.</p> <p>12 A Okay.</p> <p>13 Q All right. So now let's take a look at</p> <p>14 the next -- the next page is not particularly</p> <p>15 relevant. It's a form.</p> <p>16 Now let's take a look at 974. So this</p> <p>17 sort of outlines what was done, and it shows a</p> <p>18 transfer to checking account 1427. Do you know</p> <p>19 what that would be for, sir?</p> <p>20 A Do not.</p> <p>21 Q That's 5/4/20. Do you see that?</p> <p>22 A Yes.</p> <p>23 Q Do you have another bank account with</p> <p>24 the last four digits of 147 at Tropicana/Fort</p> <p>25 Apache?</p>	<p style="text-align: right;">page 108</p> <p>1 Q Now, do you know how those payments were</p> <p>2 made, those five payments?</p> <p>3 A I do not.</p> <p>4 Q Do you bank online?</p> <p>5 A I do.</p> <p>6 Q Do you know what an ACH is?</p> <p>7 A I do.</p> <p>8 Q Do you believe that these five payments</p> <p>9 were done via online ACH?</p> <p>10 A I don't know. I don't have enough</p> <p>11 information to know.</p> <p>12 Q Okay. Now let's take a look at the next</p> <p>13 page, 975. And this shows three checks, 5/5, 5/6,</p> <p>14 and 5/6. Do you recognize those amounts?</p> <p>15 A I do.</p> <p>16 Q Do you know who those checks were</p> <p>17 written to?</p> <p>18 A My recollection of the 3,084.86 was</p> <p>19 written to Northern Trust, and the 18,071.55 was</p> <p>20 written to City National.</p> <p>21 Q Do you know why there are two checks to</p> <p>22 Northern Trust?</p> <p>23 A If you look at the check images, you'll</p> <p>24 see that there was one check that the bank posted</p> <p>25 twice. One is an error.</p>
<p style="text-align: right;">page 107</p> <p>1 A Not to my knowledge.</p> <p>2 Q Isn't that the last four digits of</p> <p>3 SJCVC's checking account?</p> <p>4 A 147 is not the last four digits of</p> <p>5 SJCVC's checking account.</p> <p>6 Q How about check 142? No, it says</p> <p>7 transfer. Oh, I'm sorry. Did you hear -- do you</p> <p>8 see the number 1427?</p> <p>9 A I do see the number 1427.</p> <p>10 Q And it's your testimony that you don't</p> <p>11 have a bank account with the last four digits</p> <p>12 1427?</p> <p>13 A No, your question was do I have a bank</p> <p>14 with the last -- with the digits 147 and the</p> <p>15 answer --</p> <p>16 Q I'm sorry. 1427. I think my mic cut</p> <p>17 out that time.</p> <p>18 Do you have a checking account at Bank</p> <p>19 of America with the last four digits 1427?</p> <p>20 A I don't know my bank account numbers</p> <p>21 offhand.</p> <p>22 Q And then it shows the next payments,</p> <p>23 Nevada Energy, Nevada Energy, Water District, Cox</p> <p>24 Communications, Southwest Gas. Do you see those?</p> <p>25 A Yes, I do.</p>	<p style="text-align: right;">page 109</p> <p>1 Q So, unfortunately, if you look at the</p> <p>2 next page, 977, this is the only month where they</p> <p>3 didn't provide images of the checks. I don't know</p> <p>4 why. So it will be easier as we go through the</p> <p>5 succeeding months because there are images of</p> <p>6 checks. I can't explain why there aren't images</p> <p>7 here, but thank you for identifying it as best you</p> <p>8 could.</p> <p>9 A I believe those were provided to you by</p> <p>10 counsel during the course of this litigation.</p> <p>11 Initially that came up in discussion.</p> <p>12 Q I believe you're correct, that I do have</p> <p>13 other images of the checks. It's just that the</p> <p>14 bank didn't provide them, for whatever reason.</p> <p>15 A I understand.</p> <p>16 Q Now let's go to 980. This is June 1</p> <p>17 through June 30, beginning balance 571. That</p> <p>18 matches to the closing balance of the prior month.</p> <p>19 Deposits of 45,000, withdrawal of 500.</p> <p>20 A Oh, you know what? I want to amend the</p> <p>21 prior answer. If we go back, there was a</p> <p>22 16,000-something payment.</p> <p>23 Q Yes, sir.</p> <p>24 A I believe that was an HVAC repair to</p> <p>25 Infinity Air.</p>

<p style="text-align: right;">page 110</p> <p>1 Q And do you have that check?</p> <p>2 A I believe it occurred prior to the</p> <p>3 formation of this account, so it was probably a</p> <p>4 reimbursement to a different account where the</p> <p>5 payment to Infinity Air was made.</p> <p>6 Q We can leave a blank in the deposition.</p> <p>7 Perhaps you can explain that a little, you know,</p> <p>8 tell us where the money came and went to, but that</p> <p>9 will be appreciative.</p> <p>10 Okay. So now let's go to --</p> <p>11 And if you could provide us the check,</p> <p>12 whichever check it was that went to the AC</p> <p>13 company, I'd appreciate that as well.</p> <p>14 INFORMATION TO BE SUPPLIED</p> <p>15 _____</p> <p>16 _____</p> <p>17 _____</p> <p>18 BY MR. MUSHKIN:</p> <p>19 Q So now we have the summary of account.</p> <p>20 Do you see that?</p> <p>21 A I do.</p> <p>22 Q 980.</p> <p>23 Now we're going to go to 982. So on</p> <p>24 6/17 there's a counter credit \$40,359.42. Do you</p> <p>25 see that?</p>	<p style="text-align: right;">page 112</p> <p>1 little easier.</p> <p>2 Okay. So the first check, it doesn't</p> <p>3 have a check number, but it says it 2,524.60. Do</p> <p>4 you know what that transfer is for?</p> <p>5 A Amounts that are 2,000 -- in the 2,000s</p> <p>6 or the 3,000s or 1,900 are normally Northern</p> <p>7 Trust, payments on the obligations for the second</p> <p>8 mortgage against the property. And amounts that</p> <p>9 are in the 18,000 or \$19,000 range are ordinarily</p> <p>10 for City National Bank, which is the holder of the</p> <p>11 first mortgage on the property. And that answer</p> <p>12 will apply to all of the statements and may save</p> <p>13 us a bunch of time.</p> <p>14 Q So let me see if we can understand this.</p> <p>15 In the prior month, in the month of April, you</p> <p>16 issued a check -- I'm sorry. In the month of</p> <p>17 May -- let's go back to 974.</p> <p>18 A Okay.</p> <p>19 Q So there was a return of a posted check.</p> <p>20 That's that 3,084 where there was two instead of</p> <p>21 one, that whole mess; right?</p> <p>22 A Right.</p> <p>23 Q Then there's a fee refund. And then</p> <p>24 there's another return of a posted check for</p> <p>25 862.77. Do you know what that's about?</p>
<p style="text-align: right;">page 111</p> <p>1 A I do.</p> <p>2 Q Where did that money come from?</p> <p>3 A That would be multiple rent payments</p> <p>4 prepaid by SJC as tenants.</p> <p>5 Q And then there's a Nevada teller, TLR,</p> <p>6 transfer on 9/18 for 5,000. Where did that money</p> <p>7 come from?</p> <p>8 A Don't know. I'd have to go back and</p> <p>9 research it.</p> <p>10 Q We'll leave a blank in your deposition.</p> <p>11 INFORMATION TO BE SUPPLIED</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 BY MR. MUSHKIN:</p> <p>16 Q Bank of America ATM withdrawal for \$500.</p> <p>17 Do you have an ATM card on this account?</p> <p>18 A I do.</p> <p>19 Q Why did you take \$500 out on June 5th?</p> <p>20 A I imagine it was petty cash for things</p> <p>21 around the house, like lightbulbs and sprinkler</p> <p>22 heads and various things around the house.</p> <p>23 Q So there are two checks on the 19th,</p> <p>24 2524.60 -- well, let's go to the -- I think I have</p> <p>25 the images of the checks. Let's make this a</p>	<p style="text-align: right;">page 113</p> <p>1 A I don't. I imagine by the bank posting</p> <p>2 the Northern Trust check twice it overdrew the</p> <p>3 account and caused those other two checks to</p> <p>4 return.</p> <p>5 Q So in the month of May, it appears that</p> <p>6 there are no -- there's one check, 18,701.55,</p> <p>7 check number 1080; right?</p> <p>8 A Right.</p> <p>9 Q So I'm going to try and count these</p> <p>10 payments. Because your first payment was due in</p> <p>11 April; is that fair?</p> <p>12 A Correct.</p> <p>13 Q So the first payment it appears was made</p> <p>14 on May 6th?</p> <p>15 A Well, there's one payment to City</p> <p>16 National and then one payment to Northern Trust</p> <p>17 which the bank processed twice.</p> <p>18 Q Right, and those were both made on 5/5</p> <p>19 or 5/6?</p> <p>20 A The notation on the check would have the</p> <p>21 period for which the payment is for. My guess is</p> <p>22 it's probably April.</p> <p>23 Q And then if we go to the June, you made</p> <p>24 1083 and 1085 both the same day, and those are May</p> <p>25 and June.</p>

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1 **A Correct.**

2 **Q** So that would be May and June; is that
3 fair?

4 **A I believe that's correct.**

5 **Q** Okay. All right. Now let's go to July,
6 which is 986. Do you see the summary?

7 **A The summary? Oh, the account summary,**
8 **yes.**

9 **Q** Right. You see that. So you got 19 was
10 your opening balance, deposits, withdrawals,
11 checks, service fee. All right?

12 **A I see it.**

13 **Q** Now let's go to 988. Transfer to
14 checking 1427 for \$20,000. Can you tell me why
15 there's a transfer out of SHAC to this account,
16 same account that was transferred before, for
17 \$20,000?

18 **A I would have to go back and check my**
19 **records. The only reason for the transfer would**
20 **be for reimbursement for an expense that was paid**
21 **by an account outside of SHAC.**

22 **Q** We'll leave a blank in your depo. I'd
23 like you to produce whatever documents you have
24 that support that transfer.

25 **INFORMATION TO BE SUPPLIED**

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1 _____
2 _____
3 _____

4 **A In fact, it looks like -- it looks like**
5 **there's a transfer out of 20,000 on 7/20 and then**
6 **a transfer back on 7/21. So I don't know**
7 **definitively without documents why that**
8 **transferred out and back within 24 hours.**

9 **Q** That's why I'm asking.

10 **A I don't know what that was for.**

11 **Q** All right. Now, then have you Nevada
12 Energy. Then there's a check card, \$23 for
13 parking. Do you know why you'd be charging
14 parking to this company?

15 **A I believe that was around the time that**
16 **you sued for order to show cause, and there was a**
17 **court hearing for SHAC to attend your motion.**

18 **Q** And for \$65 at a gas station?

19 **A Not sure. Probably had to drive**
20 **somewhere to get something for the house.**

21 **Q** And then it looks like you made an
22 association payment 7/7 for 839.95. Do you know
23 what that's for?

24 **A For the purposes of this line of**
25 **questioning, should we redefine the word "your" to**

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1 **mean SHAC?**

2 **Q** Well, SJC is the manager, so SJC is
3 the party issuing the funds.

4 **A Well, but it's as the manager of SHAC.**

5 **Q** Yeah, no problem. It's definitely
6 SHAC's bank account. Do you know why SJC spent
7 \$839 for something called 0706 association payment
8 in Arizona?

9 **A Yeah, that's the monthly assessments due**
10 **for the property to Spanish Hills Community**
11 **Association.**

12 **Q** The next one is Cox, 0711, Cox
13 Las Vegas. Why is SHAC paying SJC's cable bill?

14 **A SHAC's obligation is to pay the**
15 **utilities on the property. Cable is a utility.**

16 **Q** Then Southwest Gas and the Water
17 District. And then we go to the next page which
18 is overdraft nonsense. Then the next page is the
19 daily ledgers. And again we don't have checks.
20 Why they didn't give us images.

21 Let's go to August 1 to August 31st.

22 This month you have deposits of almost \$90,000 and
23 checks to 35 with an ending balance of 45,952.41.

24 What was the source of the \$89,000, Mr. Bloom?

25 **A That would be prepaid rents from tenant**

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1 **SJC.**

2 **Q** Now, here we have these transfers on
3 page 994 to checking 1427, one for \$100 and one
4 for \$6,000. And then there's a subsequent one on
5 8/17 for \$100. Do you know why these transfers
6 out and where they're going? Do you know what
7 these are?

8 **A One of the \$100 would be to reimburse**
9 **SJC for the \$100 that SJC advanced to open the**
10 **account. I do not know offhand what the 6,000 or**
11 **the other 100 were for.**

12 **Q** Do you know what Cordogan Insurance is?

13 **A Yes. I don't know if the microphone**
14 **picked me up. The answer was yes.**

15 **Q** What are they?

16 **A Cordogan Insurance is the insurance**
17 **broker for the insurance on the real property**
18 **located at 5148 Spanish Heights Drive.**

19 **Q** Do you know what the Simply Easier
20 payment for 19.95 is?

21 **A I do not.**

22 **Q** I notice that Cox is \$1,361. Do you
23 know why it's that much for this month?

24 **A It's probably two months' payments.**

25 **Q** So on this particular month, it does not

<p style="text-align: right;">page 118</p> <p>1 show any outgoing payments -- oh, I'm sorry, 1091</p> <p>2 for 19,118. And then it has 192 for 14,287.30.</p> <p>3 Do you know what that check is nor.</p> <p>4 A I'd have to look at the check images to</p> <p>5 know for sure.</p> <p>6 Q And 2402, you think that's the Northern</p> <p>7 Trust?</p> <p>8 A That would be my belief.</p> <p>9 Q I don't know why they didn't provide us</p> <p>10 images, but this one again doesn't have images.</p> <p>11 Oh, I lied. Here are the images. So they're very</p> <p>12 hard to see. Oh, they're much easier to see</p> <p>13 there. So there's Northern Trust. There's City</p> <p>14 National. Oh, and here is the Clark County</p> <p>15 Assessor. This is your tax payment?</p> <p>16 A Property tax, yeah.</p> <p>17 Q And that is August 17th. There we go.</p> <p>18 Okay. We identified all of those. Thank you.</p> <p>19 For your help on that one.</p> <p>20 A If that's directed at me, you're</p> <p>21 welcome.</p> <p>22 Q Page 1000. Beginning balance 44,952,</p> <p>23 and shows the activity ending balance of \$105.</p> <p>24 Online banking, this goes to checking 1529, for</p> <p>25 \$10,000. Can you tell me what that's for?</p>	<p style="text-align: right;">page 120</p> <p>1 Q Okay. And then Nevada Energy, Nevada</p> <p>2 Energy, Cox, SPI -- oh, Southwest Gas, Water</p> <p>3 District, Splash Pool Service. Now, there's</p> <p>4 another one for \$243 at SW Steakhouse on 9/28. Do</p> <p>5 you know why you would have charged a meal at a</p> <p>6 steakhouse to this entity?</p> <p>7 A No recollection of doing it or what it</p> <p>8 was for.</p> <p>9 Q And then there's a \$589 charge for</p> <p>10 something wireless. Do you know what that is?</p> <p>11 A Telephone.</p> <p>12 Q And then Verizon Wireless again for</p> <p>13 \$828. Why is SHAC paying your phone bills?</p> <p>14 A SHAC is obligated to pay utilities.</p> <p>15 Phone is a utility.</p> <p>16 Q I see.</p> <p>17 And you can see at 1003 the two checks</p> <p>18 to Northern Trust and to -- I believe those to be</p> <p>19 Northern Trust and City Mortgage; is that correct?</p> <p>20 A City National Mortgage.</p> <p>21 Q City National. Thank you. On 1003?</p> <p>22 A Yes, that's my belief.</p> <p>23 Q And then we have the actual images,</p> <p>24 Northern Trust, City National at 1006. Perfect.</p> <p>25 Page 1008 is a counter deposit credit</p>
<p style="text-align: right;">page 119</p> <p>1 A Without reviewing the records, I don't</p> <p>2 know what the transfer was for or to which account</p> <p>3 that is.</p> <p>4 Q Do you have a checking account with the</p> <p>5 last four digits 1529?</p> <p>6 A As I mentioned earlier, I don't know my</p> <p>7 checking account numbers.</p> <p>8 Q And you don't have any recollection?</p> <p>9 This is just over a month ago. You have no</p> <p>10 recollection of these transfers?</p> <p>11 MS. BARRAZA: Objection. Asked and</p> <p>12 answered.</p> <p>13 A I have no recollection since the last</p> <p>14 time I answered the question, no.</p> <p>15 Q On 9/14 there is a transaction at</p> <p>16 Caesar's Palace for \$5,213.54. Do you know what</p> <p>17 that was for?</p> <p>18 A I do not, not offhand.</p> <p>19 Q No recollection?</p> <p>20 A No.</p> <p>21 Q Can you find out what it is?</p> <p>22 A Yeah, I see there's an offset. On 9/14</p> <p>23 there's a \$5,213.54 deposit the same day, so it's</p> <p>24 possible I had a room or a meal or something and</p> <p>25 used the wrong debit card and replaced it.</p>	<p style="text-align: right;">page 121</p> <p>1 for 40,359.42, and it shows that the funds came</p> <p>2 from 2784. Do you know what -- can you tell me</p> <p>3 where these moneys came from?</p> <p>4 MS. BARRAZA: Objection. Relevance.</p> <p>5 Go ahead.</p> <p>6 A I believe it's the aggregated rents for</p> <p>7 a several-month period paid in advance by SJC as</p> <p>8 tenant under the lease agreement.</p> <p>9 Q So I'd like to direct your attention to</p> <p>10 1010. This one's got me confused. Oh, no. This</p> <p>11 is the check from SJC Ventures. I'm sorry. That</p> <p>12 is the check from SJC Ventures to Spanish Heights</p> <p>13 Acquisition Company. And that 1427 at the bottom,</p> <p>14 that looks like the last four digits of SJC</p> <p>15 Ventures' checking account. Do you see that?</p> <p>16 A Yes, I do see that.</p> <p>17 Q Does that refresh your recollection that</p> <p>18 the last four digits of SJC is 1427?</p> <p>19 A That's what it would appear to be.</p> <p>20 Q Okay. So now let's take a look at 1014.</p> <p>21 That's another check from Spanish Heights</p> <p>22 Acquisition Company -- to Spanish Heights from</p> <p>23 SJC. Do you see that?</p> <p>24 A Yes, I see that.</p> <p>25 Q Now, this comes in the -- I'm trying to</p>

<p style="text-align: right;">page 122</p> <p>1 understand this. Maybe they're just giving me all 2 the images together now. It appears that's what 3 they've done. Now we're getting all the checks. 4 I see. All right. 5 Let's go to 1016. This is another 6 \$44,000 deposit. 7 And then there's a check at 1018, SJC 8 Ventures to Spanish Heights, 44,843.80. Do you 9 see that? 10 A Yes. 11 Q Where did SJC Ventures get this money? 12 MS. BARRAZA: Objection. Relevance. 13 Go ahead. 14 A I'd be answering questions that are not 15 reasonably concluded to lead to discoverable 16 information. 17 Q So you understand that SJCVC is a party 18 to this action and I do get those bank statements. 19 The court has already ruled on this, Mr. Bloom. 20 A I understand. 21 Q And you're still not going to answer? 22 A That's correct. 23 Q Okay. Just want to make sure we got it 24 straight. 25 Okay. Now we're into the emails. All</p>	<p style="text-align: right;">page 124</p> <p>1 email. I don't recall if I answered the questions 2 directly or, I mean, or if I answered the 3 questions by telephone and then Alan wrote it to 4 Gavin. I don't know. I'd be -- I'd be 5 speculating. 6 Q Okay. 7 A I wouldn't write "questions for Jay or 8 his attorney." 9 Q No, obviously it's not from you. I just 10 wondered if you've ever seen it. 11 A No, I haven't seen it. 12 Q The 1030 is again a copy of the proposal 13 that you authored. 14 We can go over -- we can skip that one, 15 1031. 16 So let's take a look at this email from 17 Jay Bloom on July 25th, "Good morning, Gavin. In 18 furtherance of our conversation yesterday morning, 19 attached please find a letter responsive to the 20 request from our call for the benefit of Mr. Antos 21 and CBC Partners. Please let me know if this 22 sufficiently meets their requirements or I need to 23 compile further information. Thank you again for 24 facilitating this dialogue. I look forward to 25 expeditiously completing this transaction for the</p>
<p style="text-align: right;">page 123</p> <p>1 right. We've gone over this first email, and you 2 wrote it. That's 125 -- 1025. 3 Let's go to 1027. So this is an email 4 from you to Gavin, and it says "Reference 5 documents Ngan litigation judgment." Can you tell 6 me what this is about? 7 A This relates to the proposal that we use 8 First 100s interest in a judgment against Raymond 9 Ngan as additional collateral. 10 Q And documents in that Dropbox, those are 11 the judgment documents? 12 A I don't recall what was in the Dropbox. 13 Q I'd like to direct your attention to 14 1029. This is an email. Have you ever seen this 15 email from Alan Hallberg to Gavin Ernstone? 16 A Not to my recollection. 17 Q You don't recall ever seeing this 18 before? 19 A I don't see myself copied on it, and I 20 don't recall seeing it prior to this introduction 21 as an exhibit. 22 Q Do you recall answering these questions? 23 Did you answer questions regarding the 24 collectability of the judgment? 25 A This is three and a half years ago in an</p>	<p style="text-align: right;">page 125</p> <p>1 benefit of all parties." Did you write that? 2 A It would appear that I did. 3 Q So attached is a letter from Jay Bloom 4 to Gavin Ernstone that shows the amount of 5 payments, 17 months' payments on our current 6 residence as follows. 7 A Can you pull the document up while 8 you're reviewing it so we can follow along? 9 Q Right there. 10 A That's not the attachments. Are you 11 referencing the attached letter. 12 Q That's what we have. That's what was 13 attached? 14 A Yeah, no, on my screen I see the email 15 referencing the attachment but no attachment. 16 Q You don't see the attachment now? 17 A No, just the email. 18 Q My operator here has pilot error. 19 A Okay. 20 Q Do you see these? 21 A I do. 22 Q Did you in fact make those payments? 23 A Yes. 24 Q And who was the landlord you were making 25 these payments to?</p>

<p style="text-align: right;">page 126</p> <p>1 A I don't remember the name of the 2 landlord. 3 Q Isn't this Plasm Homes? 4 A Yes, I believe that's it. 5 Q Are you aware that the lawsuit against 6 Plasm Homes recites that these payments were not 7 made? 8 A No, I'm not aware of that. The payments 9 were made. 10 Q I direct your attention to the paragraph 11 after that box. "You will note that some of the 12 payments are from me individually as remitter 13 while others are from Leading Ventures and 14 Enterprise Matching, an entity which I own from 15 which I draw an income on an as-needed, 16 when-needed basis." Do you see that? 17 A I do. 18 Q Isn't that the name of the entity that 19 we talked about earlier that you couldn't 20 identify? 21 A No. You used a different name that I 22 didn't recognize. 23 Q So I direct your attention to the third 24 to the last paragraph where it says, "I would be 25 amenable to making this provision a loan covenant,</p>	<p style="text-align: right;">page 128</p> <p>1 Are these the cashier's checks for the 2 payments that you represented were not made, in 3 your question? 4 Q Yes, I'm asking you if these, in fact, 5 were delivered? 6 A Yes. Yes, these were delivered, in case 7 the microphone didn't pick up. 8 Q Thank you. 9 So now let's look at 1033. Do you ever 10 recall seeing this email from Hallberg to Gavin? 11 A No, I do not. 12 Q Let's look at the bottom of 1033. This 13 is from Jay Bloom to Gavin. That's sort of the 14 same one. Yeah, we've already gone over that one. 15 That's the same email on a different screen. 16 Direct your attention to 1037. Do you 17 recall representing your income, annual income to 18 Mr. Ernstone? 19 A No, I don't recall making the 20 representation. Without admitting or denying it, 21 I don't recall it. 22 Q Do you recall -- this is at 1040. Do 23 you recall telling Mr. Ernstone that your lease is 24 up at the end of this month, which is July of '17 25 then he's on a month to month?</p>
<p style="text-align: right;">page 127</p> <p>1 that this reserve account be funded within the 2 earlier of the funding of \$25,000 litigation 3 advance or 90 days of closing on the property, 4 whichever occurs first, and further that automated 5 payments servicing the debt be arranged." Do you 6 see that? 7 A No. 8 Q Sorry? 9 A No, I do not. You said that funding of 10 the \$25,000 litigation advance. I see \$25 million 11 litigation advance. 12 Q I'm sorry. You're right. It's 13 \$25 million litigation advance. 14 But you can see this is also talking 15 about the reserve account; isn't that correct? 16 A It's talking about what was originally 17 proposed to secure payments, which turned into a 18 reserve account, which instead turned into a 19 prepayment, negating the need for a reserve 20 account, as per agreement by the parties. 21 Q And these are the cashier's checks that 22 you represent that you tendered to Plasm Homes? 23 Do you see them? 24 A I'm seeing several of them scroll by, 25 yes.</p>	<p style="text-align: right;">page 129</p> <p>1 A No, I don't recall having that 2 conversation. 3 Q Let's take a look at Jay Bloom to Gavin. 4 No, that's the same one again. Sorry. 5 Do you know what your reportable income 6 was for 2014? 7 A I do not. 8 Q So I direct your attention to 1042. 9 This is from Gavin -- this is from Alan to Gavin, 10 and towards the bottom of that page it shows a 11 chart. Do you have any knowledge of those 12 numbers? Do you believe those are an accurate 13 reflection of your tax returns? 14 A Is this a document that I drafted? 15 Q This a document that Alan Hallberg 16 drafted based upon your tax returns. 17 A If it's what I wrote, then it would be a 18 truthful representation as to my reportable 19 income. If it's not what I wrote, then I can't 20 attest to the veracity of someone else's figures. 21 Q If you look at the part that's in blue, 22 that appears to be a cutout, if you will, a 23 cut-and-paste from your email -- scroll down so we 24 can see. "All the best, Jay." Do you see that? 25 A Yes, I do.</p>

<p style="text-align: right;">page 130</p> <p>1 Q So is this the representation that you 2 made to Mr. Hallberg in advance of entering into 3 the transaction? 4 A To the extent that I wrote it, then it's 5 going to be truthful. 6 Q Now let's go to your present tax return. 7 And your federal tax return shows wages and 8 salaries of 245,770. Do you see that on page -- 9 on the first page of your tax return? Do you see 10 that? 11 A I do. 12 Q And then it shows your capital gain and 13 then losses. Do you see that? 14 A I do. 15 Q And then it also has a net operating 16 loss. Can you tell me what those two loses are 17 for? 18 A I imagine some operating entity that I 19 hold ownership in, but I don't prepare my own tax 20 returns. I have a preparer provide them, so I 21 don't know. There's probably a schedule that 22 explains it. 23 Q There probably is, but it wasn't 24 included in the information that you provided. 25 The 2014 tax return has the 280 number, and it</p>	<p style="text-align: right;">page 132</p> <p>1 A Ownership, I was a consistent owner of 2 Leading Ventures and Enterprise Matching. At 3 points I was sole owner. At points I had 4 partners. 5 Q Who were your partners? 6 A I'd have to go back and review my 7 records. 8 Q Were you're always the majority owner? 9 A Yes, I believe so. 10 Q So on 1045, it looks like you're trying 11 to set up a conference with Mr. Hallberg on 12 July 26, "I have a 9:30 that will run through 13 lunchtime, and then a 2:00, 3:00, and 4:00. 14 What's your availability for lunchtime or end of 15 day?" Do you know why you're setting up this 16 conference call? 17 A I do not remember the circumstance of an 18 email or a conference call from three and a half 19 years ago, no. 20 Q So let's look at the bottom. It says on 21 the 26th at 7:30 a.m., "Jay, would you have some 22 time later this afternoon for a follow-up call. 23 Have read through most of the information and we 24 appreciate your help answering some additional 25 questions and/or providing clarification</p>
<p style="text-align: right;">page 131</p> <p>1 shows a big loss for deductions but no backup. 2 A I don't know what it was for offhand. 3 Q Then your 2015 income, 178,058, and 4 again losses of 853,000. Do you know what those 5 losses are from? 6 A Given the situation, I don't know 7 offhand. 8 Q Leading Venture and Enterprise Matching, 9 LLC, their tax return is attached as well, and I 10 am certain that was the entity I asked you about 11 earlier, and you couldn't identify it, but now you 12 can? 13 A I think you asked me about Lending 14 Ventures and Enterprise Matching, which is an 15 entity name of which I am not familiar. Had you 16 asked me about Leading Ventures and Enterprise 17 Matching, I would have answered appropriately, but 18 you asked me about Lending Ventures and I -- 19 Q It might have been a typo on the page I 20 saw. Leading Ventures you know about, though, 21 obviously? 22 A Yes. 23 Q Okay. And there's no K-1, so are you 24 the sole owner of Leading Venture and Enterprise 25 Matching, LLC?</p>	<p style="text-align: right;">page 133</p> <p>1 regarding" -- I don't know how say that, Ngan 2 process. 3 (Reporter clarification.) 4 Q And then you responded, "Absolutely." 5 Does that refresh your recollection as to what's 6 going on on July 26th of 2017? 7 A Not beyond what he wrote at all. I 8 don't remember the conversation or remember the 9 email. 10 And it's pronounced Ngan, N-G-A-N. 11 Q Ngan. 12 So there is another email on August 1. 13 This is from Gavin regarding a commission. Do you 14 know how the commission is to be structured on 15 this transaction? 16 A Not that I can recall. The commission 17 would have been payable to Gavin by the seller. 18 Q So I'd also like you to now take a look 19 at 1051. Were you aware -- have you ever seen 20 this email on August 2nd? Jay Bloom wrote, "Thank 21 you, Ken. Much appreciated. I also provided a 22 handwritten list of items that need attention. I 23 think these are among the items listed. I would 24 like to get going as soon as we can. Are you guys 25 comfortable if I get a key sometime this week for</p>

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1 early access during the closing process to come
 2 and go with vendors? Here is what we are looking
 3 to do before occupancy." Do you see that list?
 4 **A I do.**
 5 Q And did you complete this list?
 6 **A I believe materially, yes. I'm not**
 7 **aware of any items that we did not do.**
 8 Q And have you provided proof of payment
 9 to vendors for this list?
 10 **A I don't know that we have.**
 11 Q I will tell you that you haven't.
 12 The next document is Jay Bloom,
 13 Director -- I'm sorry. The next one is from Ken
 14 Antos. This is on 1052. This is from Ken to Jay,
 15 and then there's an email from you on August 2nd,
 16 "The following related real property expense items
 17 are being funded to and will be payable from the
 18 reserve and/or operating accounts pursuant to the
 19 agreement." Do you see that?
 20 **A I do.**
 21 Q So as of August, there was still an
 22 agreement for a reserve account; is that fair?
 23 **A As of August 2017?**
 24 Q Yes, sir.
 25 **A It looks like one was contemplated, yes.**

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1 Q And can you identify these items for me?
 2 CBC Partners debt service, 52,500, how does that
 3 number come about, sir?
 4 **A I don't recall.**
 5 Q The obligation under the lease was 8,000
 6 and change; correct?
 7 **A I believe so.**
 8 Q Annual taxes 49,039.22, do you see that?
 9 **A I do.**
 10 Q The rest of them I have pretty clearly.
 11 So the total annual maintenance cost of
 12 150,039.22, do you see that?
 13 **A I do.**
 14 Q And then it talks about "CBC Partners,
 15 as a signatory, would have the ability and
 16 authority to issue itself any delinquent payment
 17 receivable from this reserve account for monthly
 18 debt service payment amounts due CBC Partners
 19 under the note, should such payment not be made in
 20 a timely fashion." Do you see that?
 21 **A You may need to scroll down on the page.**
 22 **Yes, I see that.**
 23 Q Now let's take a look at 1054. That's
 24 the same one. Sorry. That's a duplicate. Never
 25 mind.

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1 So on 1057 it looks like you're having a
 2 conference call at 9:00 on August 2nd. Does that
 3 look like what's going on there?
 4 **A I don't have a recollection of the call.**
 5 **And we're scrolling to the page.**
 6 Q Do you see that?
 7 **A I do. I don't see myself copied on the**
 8 **email.**
 9 Q Look a little lower. Well, maybe not.
 10 Okay. You don't recall that, huh?
 11 **A No. That appears to be a conference**
 12 **call among the parties in the email, of which I am**
 13 **not included.**
 14 Q Okay. I'd like you to look at the
 15 bottom of the page. No, that's another copy.
 16 Never mind.
 17 **A I just would have expected that you**
 18 **would have done this prior to the deposition, not**
 19 **during.**
 20 Q We just got them all. It's hard to
 21 process. You have not produced any of your
 22 emails, so we had to go get them another way.
 23 Do you know what Simply Vegas is?
 24 **A I do not.**
 25 Q So let's look at 1067. This is from Jay

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1 Bloom to Alan Hallberg on August 9th. Jay Bloom,
 2 this is August 9th, "Hi, Alan. I will check with
 3 my attorney for his availability. Let's plan on a
 4 call. As to the title report, we have not pulled
 5 one. Instead, my company pulled records directly
 6 from the Clark County Recorder. We compiled our
 7 own research. I'll confirm tomorrow morning's
 8 call, but let's plan on 8:30." Do you see that
 9 email?
 10 **A Yes, I see that email.**
 11 Q Does that refresh your recollection as
 12 to who your attorney was?
 13 **A No, it does not.**
 14 Q Do you know who Malcolm Lindquist is?
 15 **A I do not.**
 16 Q Did you have an attorney assist you in
 17 this process, Mr. Bloom?
 18 **A I don't recall.**
 19 Q It says right here, "Hi, Alan. I'll
 20 check with my attorney for his availability, and
 21 let's plan the call." That doesn't refresh your
 22 recollection as to whether an attorney assisted
 23 you?
 24 MS. BARRAZA: Objection. Asked and
 25 answered.

<p style="text-align: right;">page 138</p> <p>1 A Still no, it does not refresh my 2 recollection. 3 Q Have you ever heard of a company called 4 Lane Powell, Mr. Bloom? 5 A That does not sound familiar, no. 6 Q So let's take a look at 1071. It's 7 after 1071. It's a commitment for title 8 insurance. Do you see it? 9 A I see part of it. I see the top half. 10 Q Do you recognize this document? 11 A No, not off -- not from recollection. 12 Q Would you take a look at the exceptions 13 section starting -- we'll pull it up for you. Do 14 you see that? 15 A What are you referring to when you say, 16 "Do you see that?" 17 Q Do you see the Northern American Title 18 Insurance Company out to 2006 commitment. Do you 19 see that document? 20 A Are you talking about Schedule B, 21 section 2, exceptions? 22 Q Yes. 23 A Yes, I see it. 24 Q Okay. Have you ever seen it before? 25 A I don't recall seeing it.</p>	<p style="text-align: right;">page 140</p> <p>1 your own research. Do you recall that email? 2 A I recall the email. 3 Q What research did you do? 4 A I don't recall what research I did. I'd 5 be speculating. 6 Q Well, did you learn about the first 7 mortgage? 8 A I was aware of the first mortgage. 9 Q And were you aware of the second 10 mortgage? 11 A I was aware of the second mortgage. 12 Q And were you aware of the third 13 mortgage? 14 A I was aware of a material 15 misrepresentation or false representation that the 16 third mortgage existed, but through the discovery 17 we've learned it was nothing more than a 18 commercial loan. 19 Q So you were aware of a recorded deed of 20 trust in third position? 21 A Yes, securing an obligation to -- 22 Q You don't have to give me -- 23 A I'm sorry. You have to let me finish my 24 answer. 25 Securing an obligation to zero.</p>
<p style="text-align: right;">page 139</p> <p>1 Q I direct your attention to item number 2 33. Have you ever reviewed this portion of this 3 document before referencing the first deed of 4 trust? 5 A I don't recall if I reviewed this 6 document, whether or not I have reviewed this 7 document. 8 Q And item 34, the revolving line of 9 credit? We refer to it as the second. 10 A Is there a question? 11 Q Have you ever seen this before? Have 12 you ever reviewed this document before and seen 13 the schedule of exceptions, including item 34? 14 A Thank you. 15 Objection. Asked and answered. 16 As with the previous question, I don't 17 recall seeing this document or whether or not I 18 reviewed it. 19 Q And I assume the same answer will be the 20 35, the deed of trust in favor of CBC Partners I 21 LLC for \$3 million? 22 A Same objection. Same answer. 23 Q So in your prior email you said that you 24 didn't pull a prelim, but you went to the, I 25 believe you said to the recorder's office and did</p>	<p style="text-align: right;">page 141</p> <p>1 Q And then -- 2 A Because the pledgor of the property as 3 collateral did not have an obligation under the 4 note secured. 5 I'm finished, Mr. Mushkin. You can 6 continue. 7 Q Were you aware of an association lien 8 recorded by Red Rock Financial Services? 9 A I don't recall if I was aware of that 10 lien or not. 11 Q Are you aware of a treasury certificate, 12 delinquent real property taxes in the amount of 13 30,327.04? 14 A I don't recall if I was aware of that or 15 not. 16 Q Are you aware of a judgment dated 17 February 11, 2016, in the amount of \$87,213.05? 18 A In the interest of brevity, I'm not 19 aware of any other liens. 20 Q Mr. Bloom, how is that possible when you 21 acknowledge in the documents that you were to 22 create a quiet title to remove these very liens 23 and judgments that were referenced? 24 A I'm not -- let me clarify my answer. 25 I'm not aware -- I don't recall if I was aware of</p>

<p style="text-align: right;">page 142</p> <p>1 the liens at the time you're questioning me, at 2 the time you're asking about or not. So I was 3 aware that there were claims against the property, 4 liens against the property that we were going to 5 look to extinguish, but the specific liens, I 6 don't recall whether or not. And I'm not 7 admitting or denying that I was aware of them. I 8 just don't recall individual liens and the 9 specifics behind them at this point in time. 10 Q Well, let's go through them. You were 11 not aware of the judgment from Great Wash Park, 12 LLC for 87,213.05? 13 A As it stands today, I don't recall if I 14 was aware of the lien at that point in time or 15 not. 16 Q And you were not aware of the lien from 17 E & H Distributing Company in the amount of 18 \$15,819.09? 19 A Same answer. 20 Q And you were not aware of the foreign 21 judgment from CT Communications in the amount of 22 \$812,217.92? 23 A Same answer. 24 Q And you were not aware of the judgment 25 from Elements Casual Dining and Cocktails -- I'm</p>	<p style="text-align: right;">page 144</p> <p>1 admission or a denial that I knew about them at 2 the time. I just don't recall as we sit here 3 today. Vendors I don't know, creditors I don't 4 know, or amounts of which I'm unfamiliar that may 5 or may not have had judgments against the Antoses 6 for which they liened the house. 7 Q So you were aware of something; is that 8 fair? 9 A Yes. 10 Q And you agreed in the contract to file a 11 quiet title action; is that fair? 12 A Initially, yes. 13 Q And you've now testified that somehow 14 that wasn't necessary? 15 A Well, not somehow. I testified that by 16 agreement of the parties it wasn't necessary. 17 Q Where is that agreement? 18 A I don't remember whether it was 19 telephonic or by email. 20 Q All the documents say that modifications 21 have to be in writing correct? 22 A I don't know about all of the documents. 23 We looked at one that says that, yes. 24 Q You have nothing in writing that says 25 this; is that correct?</p>
<p style="text-align: right;">page 143</p> <p>1 sorry. This one is from Shetakis Distributing in 2 the amount of \$19,640.98. You're not aware of 3 that judgment? 4 A Same answer. 5 Q And how about the judgment to Robert 6 Walsh in the amount of 538,500? 7 A Same answer. 8 Q And how about the foreign judgment from 9 Dixie Foods International in the amount of 10 93,190.49. 11 A Same answer. 12 Q And how about the foreign judgment from 13 Rapid Financial Services for 89,524.15? 14 A Same answer. 15 Q And how about the judgment for Dixie 16 Foods in the amount of 560,000 and 585,000? 17 A Same answer. 18 Q So if I understand your testimony, you 19 were aware there were some liens and some 20 judgments, but you weren't aware specifically of 21 the judgments and amounts; is that correct? 22 A My testimony for all of those questions 23 is the same, that at this moment in time, I don't 24 recall three and a half years ago what the 25 judgments were or the amounts. It's not an</p>	<p style="text-align: right;">page 145</p> <p>1 A That's not my testimony. I said it's by 2 agreement oral and/or in writing. I'd have to go 3 back and review my emails. 4 Q I'm going to leave a blank. If you can 5 find a document that says this, please provide it 6 to us. I've searched and cannot find one. 7 INFORMATION TO BE SUPPLIED 8 _____ 9 _____ 10 _____ 11 BY MR. MUSHKIN: 12 Q How is it that you think it's not 13 necessary to file the quiet title action with all 14 these claims against title? 15 A I don't remember the context or the 16 conversation, just the conclusion. 17 Q Well, does that make any sense, 18 Mr. Bloom? 19 MS. BARRAZA: Objection. Form. 20 A As we sit here today three and a half 21 years later, I remember that we agreed that there 22 was no need to pursue quiet title action at that 23 time, but I don't remember the context of the 24 conversation three and a half years ago that led 25 to that conclusion.</p>

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1 Q And who did you have that conversation
2 with?

3 A **Alan Hallberg.**

4 Q And when did you have that conversation?

5 A **It would have been sometime after the**
6 **closing, but I don't remember.**

7 Q I'm sorry?

8 A **It would have been sometime after the**
9 **closing, but I don't recall when.**

10 Q And the closing was September 27th,
11 2017?

12 A **I believe so.**

13 Q So I direct your attention to 1075.

14 A **Your office is controlling the scrolling**
15 **on the screen.**

16 Q Yeah, we're flashing around like NCIS.
17 You know the cop shows where they have all the
18 computers? This is way beyond my technical
19 abilities.

20 A **I'm sure it's exactly like NCIS.**

21 Q It is. It's kind of like it, big screen
22 and all these boxes. Fascinating.

23 A **I have one screen with the electoral**
24 **college map on it.**

25 Q Have they released anything else, any

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1 more updates on the counts?

2 A **Objection. Beyond the scope of**
3 **discoverable information.**

4 Q I'm overruling your objection while
5 we're scrolling.

6 THE COURT REPORTER: Mr. Mushkin, while
7 you're doing that do you mind if we take a quick
8 break?

9 MR. MUSHKIN: No, not at all. Let's
10 take another 8 minutes. We'll pick up again at
11 4:00.

12 (Break taken from 3:51 to 4:06 p.m.)

13 BY MR. MUSHKIN:

14 Q On 1075, that's from Gavin to Jay, "I
15 got a text from Jay" -- well, Jay and everybody
16 else, all those others on the list. "Good
17 morning, all. I got a text from Jay last night
18 saying all good to go with this contract, which is
19 great news. I have not seen the contract at all.
20 Could you please send it to me? Also, Alan, could
21 we please put together a commission agreement as
22 we had discussed a few weeks ago. I will need to
23 have Ivan sign that also, as he is technically the
24 listing agent on this." Do you know who Ivan is,
25 Mr. Bloom?

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1 A **I do not, although I'm seeing Gavin**
2 **Ernstone in signature block, and it says Simply**
3 **Vegas, so I guess Simply Vegas is the trust real**
4 **estate company, the trust realtor.**

5 Q The realtor. And Ivan Sher, is that who
6 that is, the broker; do you know?

7 A **Don't know.**

8 Q Okay.

9 A **Could be.**

10 Q No problem.

11 So on the next page, this goes through
12 that everybody has signed it. "CBC and SJC have
13 already signed. The Antoses are signing this
14 morning. If there are no objections, I will
15 include you when I circulate the full set of
16 excluded closing documents. There are a bunch of
17 them. All the best. Jay." Do you see that?

18 A **I do.**

19 Q So, clearly, on September 26th CBC and
20 SJC are both signing the documents; is that fair
21 to say?

22 A **That's what it appears to be, yes.**

23 Q And we've shown you the various places
24 where each has signed; is that also fair to say?

25 A **Yes.**

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1 Q Okay. Now, were you involved at all in
2 this -- if you look at the top of page 1077.
3 Let's go to the bottom of that page, first. As
4 you can see, that's from Donna Zamora, case
5 manager, Maier Gutierrez & Associates. Do you see
6 that?

7 A **I do.**

8 Q So does that refresh your recollection
9 at all as to who represented you at Maier
10 Gutierrez?

11 MS. BARRAZA: Objection to the form.
12 Assumes facts not in evidence.

13 Go ahead.

14 A **Yeah, I never represented that Maier**
15 **Gutierrez represented me, so there's no who at**
16 **Maier Gutierrez represented me to answer. Donna,**
17 **I think, was the name of the notary at the firm,**
18 **but that doesn't imply representation. The firm**
19 **is around the corner from the house, so I use them**
20 **for services even when they don't represent me on**
21 **matters.**

22 Q Do you know who Vernon Nelson is?

23 A **I do.**

24 Q Who is he?

25 A **He's an attorney I've used in the past.**

<p style="text-align: right;">page 150</p> <p>1 Q Did Vernon Nelson represent you in this 2 matter?</p> <p>3 A I don't recall that he did. I think he 4 represented -- I think CBC gave a referral and he 5 represented CBC.</p> <p>6 Q And it's your testimony that Vernon 7 Nelson used to represent you?</p> <p>8 A I don't -- he hasn't represented -- I 9 don't know if he ever represented me. I refer 10 people to him when people ask me for a lawyer on 11 occasion. I have a whole pool of lawyers that I 12 use for myself and for other people that request 13 referrals.</p> <p>14 Q So at the top of this page there is an 15 email from Gavin to Jay and everybody else. "Gents 16 per my previous discussion with Alan, we had 17 agreed to the following: We do not need to put a 18 commission agreement in place that states that 19 upon satisfaction of this contract or payment in 20 full to CBC the commission payable will be 21 6 percent or 390." I'm going to stop. I 22 misspoke. "We do need to put a commission 23 agreement in place." I think I might have said 24 "we do not." It says "We do need to put a 25 commission agreement in place that states that</p>	<p style="text-align: right;">page 152</p> <p>1 Q Now, 1081. This is November 27th of 2 2017. "Hi, everyone. I sent over a commission 3 agreement for everyone to sign a couple of weeks 4 ago. I heard back from Jay and Ken that they are 5 both good with it but have not received a signed 6 copy back. I have not heard from Alan or Ivan. 7 Could I please get an update?" Can you explain why 8 you are communicating with Gavin regarding the 9 commission agreement?</p> <p>10 A Again, as I said, I don't recall the 11 conversation. So I'm neither admitting nor 12 denying my participation. The emails make it 13 appear as though I had conversations, but I don't 14 recall the nature of those conversations or what 15 the agreements say.</p> <p>16 Q If you go to the next document, it's 17 another email that you're included on. "Dear 18 everyone. Here is an amalgamated document that 19 has all your changes to my original document. 20 Please review, and if acceptable, everyone please 21 execute." This is 1/5 of 2018. Do you know what 22 document is now being talk talked about on 23 January 5th of '18?</p> <p>24 A Well, I would infer from the subject 25 line -- the subject line says "Spanish Heights</p>
<p style="text-align: right;">page 151</p> <p>1 upon satisfaction of this contract or payment in 2 full to CBC the commission payable will be 3 6 percent of 6,500,000 or 390,000 which is to be 4 split, 1 percent going to Ivan Sher at Berkshire 5 Hathaway Home Services and 5 percent to Gavin 6 Ernstone with Simply Vegas. This commission 7 structure shall superceded the listing agreement." 8 Do you recall seeing that?</p> <p>9 A No, I don't recall seeing it, although I 10 am copied on it. I'm not denying or admitting 11 that I've seen. I just don't recall it. It's not 12 an agreement to which I would have been a party.</p> <p>13 Q Did Ivan Sher represent you?</p> <p>14 A No.</p> <p>15 Q Did Ivan Sher represent SHAC?</p> <p>16 A No.</p> <p>17 Q Did Ivan Sher represent SJCV?</p> <p>18 A No.</p> <p>19 Q Do you know why he's getting 1 percent 20 of the commission?</p> <p>21 A I recall from a previous email during 22 this deposition that Gavin said he needed to share 23 it with Ivan because it was Ivan's listing, but 24 again, I wasn't a party to those discussions or 25 that transaction.</p>	<p style="text-align: right;">page 153</p> <p>1 Commission Agreement CBC 11/28/2017." So it would 2 appear to be referencing an agreement for CBC.</p> <p>3 Q You don't have any recollection of this?</p> <p>4 A Without admitting or denying 5 participating in it at the time, as we sit here 6 today, I do not have any recollection.</p> <p>7 Q No recollection of making any changes to 8 the documents?</p> <p>9 A No recollection of making any changes. 10 No recollection of a document to which I could 11 have made changes.</p> <p>12 Q Sorry?</p> <p>13 A No recollection of a document to which I 14 could have made changes myself.</p> <p>15 Q It references in the document commission 16 agreement. Do you recall seeing a commission 17 agreement?</p> <p>18 A Well, that's what I'm saying. No.</p> <p>19 Q Now let's look at the next page 1083. 20 After 1083 -- hang on. That's an attachment. And 21 here is the commission agreement. Have you ever 22 seen this before?</p> <p>23 A On my screen I have a Bank of America 24 introduction letter.</p> <p>25 Q Wait a minute. Wait a minute. There we</p>

<p style="text-align: right;">page 154</p> <p>1 go. How's that?</p> <p>2 A I now have a commission agreement.</p> <p>3 Q Have you ever seen this document before?</p> <p>4 A Well, let's scroll to the bottom and see</p> <p>5 if SHAC is a signatory.</p> <p>6 Q SHAC is listed as one of the parties on</p> <p>7 page 4 of 5.</p> <p>8 A Can we go down to the signature block?</p> <p>9 Q This one is unsigned, but Spanish</p> <p>10 Heights is listed as a signatory.</p> <p>11 A So this is a draft document. What is</p> <p>12 SHAC's obligations under this document? And</p> <p>13 again, I can't scroll and read, so --</p> <p>14 Q I looked at the document. It recites</p> <p>15 that Spanish is the buyer. And interestingly</p> <p>16 enough, it says at paragraph B on page 2 of 5,</p> <p>17 "Failure of buyer to pay the commission shall not</p> <p>18 release seller from the obligation to pay the</p> <p>19 commission to Ernstone and Sher. Upon demand, the</p> <p>20 seller will pay if buyer doesn't pay."</p> <p>21 A Who is the seller named as?</p> <p>22 Q Seller is -- broker, broker. Kenneth</p> <p>23 and Sheila Antos as trustees of the Kenneth and</p> <p>24 Sheila Living Trust. Antos are sellers?</p> <p>25 A Okay.</p>	<p style="text-align: right;">page 156</p> <p>1 So I'm going to switch my order just a little bit</p> <p>2 and go to the transcript.</p> <p>3 So do you recall your testimony from</p> <p>4 Monday, June 29th? I take that back. That's the</p> <p>5 wrong transcript. That's not what I want to go</p> <p>6 into. Yeah, I want to do the evidentiary. I'm</p> <p>7 sorry. I went to the wrong one.</p> <p>8 Okay. Do you recall your testimony on</p> <p>9 May 14th, of 2020?</p> <p>10 A Its entirety, no. If there's a specific</p> <p>11 portion that you want to ask me about, I'll be</p> <p>12 able to address that specific section that you ask</p> <p>13 me about.</p> <p>14 Q So let's talk about the flamethrower.</p> <p>15 All right?</p> <p>16 A Okay.</p> <p>17 Q Now, I want to make sure I understand</p> <p>18 your allegations regarding this flamethrower. My</p> <p>19 understanding is the flamethrower, for purposes of</p> <p>20 this lawsuit, was used twice; is that correct?</p> <p>21 A I believe so.</p> <p>22 Q Once on July 4th; correct?</p> <p>23 A I believe so.</p> <p>24 Q And then once on September -- I want to</p> <p>25 say the 20th, but I might be wrong. It was in the</p>
<p style="text-align: right;">page 155</p> <p>1 Q Antos are sellers. Spanish Heights is</p> <p>2 buyers.</p> <p>3 A So the commission is guaranteed by the</p> <p>4 Antoses as trustees of the Antos Living Trust.</p> <p>5 Okay. This is not a very memorable document to</p> <p>6 me, because the commission is the obligation of</p> <p>7 the seller.</p> <p>8 Q Paragraph A, it says, "Pursuant to the</p> <p>9 terms of the purchase agreement for the property,</p> <p>10 Spanish shall begin making payments on the</p> <p>11 security held by CBCI. Payments commence on date</p> <p>12 and will continue until the security is paid in</p> <p>13 full. Upon satisfaction, the security held by</p> <p>14 CBCI, the commission shall be immediately due and</p> <p>15 payable to Ernstone and Sher. Buyer shall pay the</p> <p>16 commission directly to Ernstone and Sher. Payment</p> <p>17 shall be as follows." You don't remember this</p> <p>18 document, sir?</p> <p>19 A No.</p> <p>20 Q And I'm assuming you didn't pay any</p> <p>21 commission?</p> <p>22 A SHAC as buyer did not pay any</p> <p>23 commission.</p> <p>24 Q Okay. I am not going to start on the</p> <p>25 pleadings because I want to do those in one shot.</p>	<p style="text-align: right;">page 157</p> <p>1 month of September. Do you recall the exact date?</p> <p>2 A I do not.</p> <p>3 Q Fair to say it was in September, though,</p> <p>4 correct?</p> <p>5 A I believe so.</p> <p>6 Q Now, on the July 4th incident, it was</p> <p>7 your testimony that the device -- you've seen the</p> <p>8 device. Can you describe it for me?</p> <p>9 A I didn't get a good look at it. The</p> <p>10 device was owned and operated by an owner and</p> <p>11 resident of 5212 Spanish Heights, a different</p> <p>12 property. He brought it to my house, wanted to</p> <p>13 shoot it off on my property. I said no, I didn't</p> <p>14 want to on my property, and I didn't want it</p> <p>15 operated on my property. So another resident from</p> <p>16 5212 took it across the street and fired it off</p> <p>17 there. Now --</p> <p>18 Q Who was that resident? I'm sorry.</p> <p>19 A Rhodes.</p> <p>20 Q Mike Rhodes?</p> <p>21 A Yes, and he discharged it on the</p> <p>22 property at 5212 Spanish Heights.</p> <p>23 Q Okay. So let's be more specific. On</p> <p>24 July 4th, where do you believe the device was</p> <p>25 discharged?</p>

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1 **A It was discharged in the backyard of the**
2 **real property located at 5212 Spanish Heights.**
3 Q And that is the property that's now
4 owned by Dacia; is that correct?
5 **A That's correct.**
6 Q And it used to be owned by Jim Rhodes;
7 is that correct?
8 **A I believe so, without knowing for sure**
9 **if it was through an entity or individually.**
10 Q It was certainly controlled by Jim
11 Rhodes?
12 **A I believe so.**
13 Q And it was built by Jim Rhodes?
14 **A Yes, to my understanding.**
15 Q That's my understanding as well.
16 So on July 4th, it was blown off in the
17 backyard of what's affectionately referred to as
18 Rhodes Mansion; right?
19 **A 5212 Spanish Heights, yes.**
20 Q Thank you.
21 Now, in September it was executed across
22 the street from your house; is that correct?
23 **A I believe it was across the street from**
24 **Hodgens' house on a vacant dirt lot.**
25 Q And that vacant dirt lot is no longer

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1 vacant. They're building a house there; is that a
2 fair statement?
3 **A That's correct.**
4 Q At the time, in September, that the
5 flamethrower was discharged, was there a house
6 under construction next to the vacant lot?
7 **A I believe so.**
8 Q And let's see if I can make this as
9 clear as possible. So today, across from your
10 residence and across from Mr. Hodgens' residence
11 there are two houses that are still under
12 construction, one that's almost done and one
13 that's still in the framing stage; is that fair?
14 **A That's my understanding, yes.**
15 Q I was up there a few days ago and got a
16 look, but that's what it looked like to me.
17 So you've made a claim against Dacia,
18 and I'd like you to tell me what facts you have
19 that support your claim against Dacia for the
20 September incident?
21 **A Dacia -- well, I don't know the**
22 **specifics for the September incident. I think the**
23 **claim relates to the July 4th incident primarily.**
24 Q Well, Mr. Bloom, the judge dismissed all
25 claims that arise before Dacia takes ownership, so

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1 the only claims that survive are claims that take
2 place after Dacia takes ownership on July 19th.
3 That's the order of the court.
4 **A Okay.**
5 Q So my question to you is: What facts in
6 regards to -- well, let's back up. There are no
7 other incidents with the flamethrower, except
8 July 4th and September whatever; correct?
9 **A There are no other incidents cited by**
10 **the HOA relating to the flamethrower. I don't**
11 **know what the occupants of 5212 did with the**
12 **flamethrower outside of the two incidents for**
13 **which I was fined.**
14 Q So the judge has already ruled the only
15 thing that you can come after Dacia for is after
16 July 19th. The only claim that you're making
17 arises out of that September fine that you
18 received from the HOA; is that fair?
19 **A At this moment in time, I believe the**
20 **dismissals were without prejudice, and depending**
21 **on what we find in discovery, we can always bring**
22 **the claim back.**
23 Q Sir, that's not an answer to my
24 question. The judge dismissed all claims before
25 July 19th against Dacia, and I'm asking you, do

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1 you have any claim other than the one that arises
2 out of that September incident against Dacia, any
3 facts that support your claim against Dacia, other
4 than the September incident?
5 **A I don't know the details on the transfer**
6 **of the property. I'm going to have to learn more**
7 **in discovery to give you that answer. We'll find**
8 **out more tomorrow afternoon when you testify on**
9 **behalf of 5148.**
10 Q That's not an answer to my question,
11 sir. I'm asking you what facts you know of today
12 that support your claim against Dacia arising out
13 of that September incident where the flamethrower
14 was used at a party you threw -- across the street
15 from your party?
16 **A The flamethrower was not used at a party**
17 **that I threw, so that's a misstatement of fact in**
18 **testimony. To answer your question, I do not have**
19 **sufficient information, subject to continued**
20 **discovery, to be able to answer that question at**
21 **this time.**
22 Q So you have no facts that you know
23 today?
24 **A Well, I know the facts are Michael**
25 **Rhodes had a flamethrower. Michael Rhodes**

<p style="text-align: right;">page 162</p> <p>1 discharged it on someone else's property. Michael 2 Rhodes lived in that property. I don't have 3 information on the dates of transfer, the date of 4 sale. I don't have information on the 5 relationship between those parties. So without 6 all that information, I don't have sufficient 7 information at this time to answer that question, 8 however, I believe with continued discovery 9 there'll be sufficient information to revisit that 10 claim that has been dismissed.</p> <p>11 Q I appreciate your answer, but it does 12 not answer my question. My question is very 13 simple. What facts do you know today to support a 14 claim against Dacia for an incident that took 15 place in September?</p> <p>16 A I can boil down my answer. Michael 17 Rhodes lived in Dacia's house. Michael Rhodes 18 shot off the flamethrower. Michael Rhodes did it 19 without my knowledge and consent. Dacia was 20 fined -- well, Rhodes was fined with the property, 21 and then the fine was discharged when Russo took 22 ownership. So there's more information we need to 23 gather to fill in the blanks, but those are the 24 facts, and it may not be an exhaustive list of 25 facts. Those are the facts that come to mind at</p>	<p style="text-align: right;">page 164</p> <p>1 able to document in any way your claim regarding 2 this legacy language? Is there a single piece of 3 paper that you have that shows that there was a 4 change in the document regarding the pledge of 100 5 percent of the membership interest in SHAC?</p> <p>6 A Objection. Asked and answered. You 7 asked that earlier in the deposition. 8 I'll answer it again. The very fact 9 that there's no signature line for SJC on the 10 document evidences that SJC is not a party to the 11 Pledge Agreement. And I answered that before. I 12 don't know if you forgot or if you just keep 13 asking the same question for different answers.</p> <p>14 Q So I asked you this question. I 15 directed you to Section 8.4 of the Forbearance 16 Agreement, and I asked you this question: 17 "Q So from the beginning, sir, your were 18 pledging 100 percent ownership in the property 19 and the security in the judgment; correct?" 20 Do you know what your answer was?</p> <p>21 A No. 22 Q If I ask you that question today, how 23 would you answer it?</p> <p>24 A I would say that we initially -- the 25 document evolved as discussions continued.</p>
<p style="text-align: right;">page 163</p> <p>1 this point.</p> <p>2 Q So none of those facts answer my 3 question. Those are all about the July incident, 4 sir. That's the --</p> <p>5 A No, it's the September incident as well.</p> <p>6 Q May I finish?</p> <p>7 And I've asked you three times now what 8 facts you have that lead to your claim against 9 Dacia for the September incident?</p> <p>10 MS. BARRAZA: Objection. Asked and 11 answered. 12 You can answer.</p> <p>13 A I would reiterate my last answer to the 14 same question.</p> <p>15 Q You have no facts today that you can 16 tell us?</p> <p>17 A That's not my testimony. My testimony 18 is I gave you a list of four facts that I said 19 we're not conclu- -- that were not an exhaustive 20 list of facts. I expect to supplement that list, 21 both with things that are not coming to my top of 22 mind, together with things that we uncover in 23 discovery.</p> <p>24 Q So in your testimony on the 24th, you 25 talk about this legacy language. Have you been</p>	<p style="text-align: right;">page 165</p> <p>1 Originally, there was supposed to be a control 2 account. That was set aside in favor of a 3 prepayment of the amount the control account was 4 supposed to cover. Originally, there was supposed 5 to be a pledge of stock in favor of a security 6 agreement in a judgment.</p> <p>7 Q So I pointed out to you the email of 8 July 21st that you wrote setting out all of the 9 terms. Do you recall that email?</p> <p>10 A I do.</p> <p>11 Q And in that email, there was additional 12 collateral. Do you recall that language?</p> <p>13 A I do.</p> <p>14 Q And so the additional collateral is 15 offered as of July 21st of 2017 before any drafts 16 of the contract are created; isn't that correct?</p> <p>17 A I believe so.</p> <p>18 Q If that's the case, sir, then how can 19 you testify that 100 percent of the stock was not 20 pledged, particularly because it's in all of the 21 agreements that 100 percent is pledged?</p> <p>22 A Because the party that would pledge it 23 is not a signatory to the agreement that would 24 cause the stock to be pledged. I don't know how 25 you claim it is pledged when the party that's</p>

<p style="text-align: right;">page 166</p> <p>1 pledging it is not part of the agreement --</p> <p>2 Q And so your --</p> <p>3 A -- absent some legacy language.</p> <p>4 Q And again, I know I asked this a couple</p> <p>5 times, but you don't have any documentation to</p> <p>6 support this claim of legacy language?</p> <p>7 MS. BARRAZA: Objection. Asked and</p> <p>8 answered. And that goes against what he</p> <p>9 previously answered, but go ahead.</p> <p>10 A I'd reiterate all of the previous</p> <p>11 answers and incorporate them herein for each time</p> <p>12 you've asked that same question.</p> <p>13 Q So when you -- I just want to understand</p> <p>14 what you meant when you signed the Forbearance</p> <p>15 Agreement and the Amended Forbearance Agreement,</p> <p>16 each of which recite that SJCVC is pledging all of</p> <p>17 its interest in SHAC?</p> <p>18 A There was not an intent on my side to</p> <p>19 pledge the stock as collateral. Once we signed</p> <p>20 the security agreement to securitize them against</p> <p>21 the judgment.</p> <p>22 Q Well, then why did you sign it again in</p> <p>23 December of '19?</p> <p>24 A I missed the clause that you're</p> <p>25 referencing, but that doesn't create an obligation</p>	<p style="text-align: right;">page 168</p> <p>1 A No, not really.</p> <p>2 Q Can you answer it for me today?</p> <p>3 A My understanding is that that's -- my</p> <p>4 recollection is and my observation at this point</p> <p>5 is that the legacy language, that was left in or</p> <p>6 included in there because it was replaced, the</p> <p>7 pledge of stock was replaced by the security</p> <p>8 agreement which collateralized the position</p> <p>9 against the judgment.</p> <p>10 Q So I'll read you your answer. And your</p> <p>11 answer at the time was:</p> <p>12 "A Well, I think I've answered that.</p> <p>13 Because originally that was the intent, and then</p> <p>14 we introduced -- and then we introduced the</p> <p>15 security" -- it goes back and forth. "Then we</p> <p>16 introduced the security agreement."</p> <p>17 So when did you introduce the security</p> <p>18 agreement?</p> <p>19 A Objection. Asked and answered.</p> <p>20 I don't recall the date.</p> <p>21 Q Do you have any documentation that would</p> <p>22 reflect information that you cannot recall today?</p> <p>23 A That would be the product of a series of</p> <p>24 conversations and/or emails between myself, CBC</p> <p>25 Partners, that would reflect those -- that</p>
<p style="text-align: right;">page 167</p> <p>1 under a pledge agreement that's unsigned by the</p> <p>2 pledgor.</p> <p>3 Q I respectfully disagree.</p> <p>4 A And that's your right.</p> <p>5 Q "The legacy language should have been</p> <p>6 removed when we introduced the security</p> <p>7 agreement." So when did you introduce the</p> <p>8 security agreement if not in June and July of</p> <p>9 '17 through that email?</p> <p>10 A July '17 was a proposal with concepts.</p> <p>11 The security agreement was entered. It wasn't</p> <p>12 even written in July, much less conceptualized.</p> <p>13 That's just a product document and an option that</p> <p>14 the parties agreed to after our revision of what</p> <p>15 was originally intended to be a pledge of stock.</p> <p>16 Q So I asked you a question, and it went</p> <p>17 like this, quote:</p> <p>18 "Q The provision that I'm most interested</p> <p>19 in is page 74 where SJCVC and the Antos Trust</p> <p>20 pledged their membership interest in SHAC. So I</p> <p>21 guess the question is, sir: Why did you sign</p> <p>22 this document? Why did you sign the Forbearance</p> <p>23 Agreement if you weren't pledging 100 percent</p> <p>24 like it said?"</p> <p>25 Do you recall that question?</p>	<p style="text-align: right;">page 169</p> <p>1 agreement to -- we removed the signature line from</p> <p>2 the agreement and instead opted in favor of a</p> <p>3 security agreement to collateralize with the</p> <p>4 judgment.</p> <p>5 Q So, Mr. Bloom, I'll represent to you</p> <p>6 that I've reviewed all of the emails from</p> <p>7 Mr. Hallberg, and there is nothing even mentioning</p> <p>8 that. So if you can find one, I'd appreciate it.</p> <p>9 I want to just do a couple more things</p> <p>10 real quick. During your examination under oath, I</p> <p>11 asked you was there a party on September 21st. Do</p> <p>12 you recall what your answer was?</p> <p>13 A I do not recall what my answer was.</p> <p>14 Q Your answer was "Correct." So I want to</p> <p>15 make sure that in fact that second party took</p> <p>16 place on September 21st. Any reason to believe it</p> <p>17 was a different date?</p> <p>18 A No reason to believe it was a different</p> <p>19 date or that date.</p> <p>20 Q I asked you at the time:</p> <p>21 "Q Isn't it true that it was right across</p> <p>22 the street and your guests at your party came</p> <p>23 out and watched the flamethrower on</p> <p>24 September 21st, didn't they?"</p> <p>25 Do you recall what your answer was?</p>

<div>page 170</div> <div><div>1A I do not.</div><div>2Q Can you answer that today? Let me ask</div><div>3the question differently.</div><div>4Isn't it true that members of your --</div><div>5some of your -- some or all of your guests watched</div><div>6the flamethrower on September 21st?</div><div>7A When a flamethrower is discharged across</div><div>8the street, it attracts the attention people,</div><div>9including several of the guests that were in my</div><div>10party. So, no, it was not part of my party. It</div><div>11was not for my party. It was not for the benefit</div><div>12of my guests. But a few people saw it, wandered</div><div>13out to see what was going on.</div><div>14Q Well, Mr. Rhodes brought it to your</div><div>15house first to fire it off for your guests, didn't</div><div>16he?</div><div>17A He did, and I told him that he was not</div><div>18allowed to bring it into my property, he was not</div><div>19allowed to discharge it from my property. I</div><div>20wanted no part of a flamethrower.</div><div>21Q And so he went across the street and</div><div>22discharged it; correct?</div><div>23A Yes.</div><div>24Q That was a yes?</div><div>25A Yes, that is correct. Sorry.</div></div>	<div>page 172</div> <div><div><div>CERTIFICATE OF WITNESS</div><table><tr><th>PAGE</th><th>LINE</th><th>CHANGE</th><th>REASON</th></tr><tr><td>3</td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td></tr><tr><td>5</td><td></td><td></td><td></td></tr><tr><td>6</td><td></td><td></td><td></td></tr><tr><td>7</td><td></td><td></td><td></td></tr><tr><td>8</td><td></td><td></td><td></td></tr><tr><td>9</td><td></td><td></td><td></td></tr><tr><td>10</td><td></td><td></td><td></td></tr><tr><td>11</td><td></td><td></td><td></td></tr><tr><td>12</td><td></td><td></td><td></td></tr></table><div>I, Jay Bloom, deponent herein, do hereby</div><div>certify and declare under the penalty of perjury</div><div>that the within and foregoing transcription,</div><div>including my corrections reflected above, is a</div><div>true and correct transcription of my testimony</div><div>contained therein; that I have read, corrected,</div><div>and hereby affix my signature to said deposition.</div><div>Executed this ____day of _____, 2020,</div><div>at _____.</div><div>(City/State)</div><div>_____ Jay Bloom, Deponent</div><div>CERTIFICATE OF REPORTER</div></div></div>	PAGE	LINE	CHANGE	REASON	3				4				5				6				7				8				9				10				11				12			
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<div>page 171</div> <div><div>1MR. MUSHKIN: This a real good time to</div><div>2break. I will be able to knock out the balance in</div><div>3the morning in a couple of hours. We'll start at</div><div>49:30 if that's all right, Danielle. So these guys</div><div>5can pack up and be done by 5:00.</div><div>6MS. BARRAZA: Okay. And do you want us</div><div>7to plan on starting 5148 at, like, 1:00 tomorrow.</div><div>8MR. MUSHKIN: Sure.</div><div>9MS. BARRAZA: Okay. That's fine.</div><div>10MR. MUSHKIN: Whatever time suits you</div><div>11tomorrow.</div><div>12THE WITNESS: Are we still on the</div><div>13record?</div><div>14MR. MUSHKIN: We can go off the record</div><div>15if everybody is comfortable with that at this</div><div>16point.</div><div>17MS. BARRAZA: That's fine.</div><div>18THE WITNESS: Are we done for the day?</div><div>19MR. MUSHKIN: We are done for the day.</div><div>20(The videoconference deposition was</div><div>21concluded at 4:43 p.m.)</div><div>22</div><div>23</div><div>24</div><div>25</div></div>	<div>page 173</div> <div><div>1</div><div>2STATE OF NEVADA)</div><div>3) SS.</div><div>4COUNTY OF CLARK)</div><div>5</div><div>6I, Cari M. Inkenbrandt, a Certified</div><div>7Court Reporter duly licensed by the State of</div><div>8Nevada, do hereby certify:</div><div>9That I reported the videoconference</div><div>10deposition of Jay Bloom, commencing on November 4,</div><div>112020;</div><div>12That prior to being deposed, the witness</div><div>13was duly sworn by me to testify to the truth;</div><div>14That I thereafter transcribed my said</div><div>15stenographic notes into written form;</div><div>16That the typewritten transcript is a</div><div>17complete, true, and accurate transcription of my</div><div>18said stenographic notes;</div><div>19I further certify that pursuant to FRCP</div><div>20Rule 30(3)(1) that the signature of the deponent:</div><div>21____X____ was requested by the witness or</div><div>22party before completion of the deposition;</div><div>23_____ was not requested by the</div><div>24deponent or a party before the completion of the</div><div>25deposition.</div></div>																																												

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1 I further certify that I am not a
2 relative or employee of counsel or of any of the
3 parties involved in the proceeding.

4 IN WITNESS WHEREOF, I have hereunto set
5 my hand in my office in the County of Clark, State
6 of Nevada, this 9th day of November 2020.

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Cari Michele Inkenbrandt, RPR, CCR #939

EXHIBIT “HH”

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada
Limited Liability Company;
SJC VENTURES HOLDING COMPANY,
LLC, d/b/a SJC VENTURES, LLC,
a Delaware Limited Liability
Company,

Plaintiffs,

vs.

Case No.:
A-20-813439-B

CBC PARTNERS I, LLC, a foreign
Limited Liability Company; CBC
PARTNERS, LLC, a foreign Limited
Liability Company; 5148 SPANISH
EIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS
AND SHEILA NEUMANN-ANTOS, as
Trustees of the Kenneth & Sheila
Antos Living Trust and the Kenneth
M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited
Liability Company; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Defendants.

VOLUME II
DEPOSITION OF JAY BLOOM
Taken on Thursday, November 5, 2020
At 9:34 a.m.
Las Vegas, Nevada

Reported remotely via Zoom by:
Cari M. Inkenbrandt, RPR, CCR #939

<p style="text-align: right;">page 176</p> <p style="text-align: center;">A P P E A R A N C E S</p> <p>1</p> <p>2</p> <p>3 ON BEHALF OF THE PLAINTIFFS:</p> <p>4 (Remotely via Zoom)</p> <p>5 DANIELLE J. BARRAZA, ESQUIRE</p> <p>6 MAIER GUTIERREZ & ASSOCIATES</p> <p>7 8816 Spanish Ridge Avenue</p> <p>8 Las Vegas, Nevada 89148</p> <p>9 (702) 629-7900</p> <p>10 djb@mgalaw.com</p> <p>11</p> <p>12 ON BEHALF OF THE DEFENDANTS:</p> <p>13 (Remotely via Zoom)</p> <p>14 MICHAEL MUSHKIN, ESQUIRE</p> <p>15 MUSHKIN & COPPEDGE</p> <p>16 6070 South Eastern Avenue</p> <p>17 Suite 270</p> <p>18 Las Vegas, Nevada 89119</p> <p>19 (702) 454-3333</p> <p>20 michael@mccnvlaw.com</p> <p>21</p> <p>22 ALSO PRESENT:</p> <p>23 Karen Foley</p> <p>24</p> <p>25</p>	<p style="text-align: right;">page 178</p> <p>1 LAS VEGAS, NEVADA; WEDNESDAY, NOVEMBER 4, 2020</p> <p>2 12:02 P.M.</p> <p>3 -o0o-</p> <p>4 THE COURT REPORTER: Before we proceed,</p> <p>5 I will ask counsel to agree on the record there is</p> <p>6 no objection to this deposition officer</p> <p>7 administering a binding oath to this witness not</p> <p>8 appearing personally before me and counsel also</p> <p>9 agree to waiving the reading of the caption.</p> <p>10 Please state your agreement on the record</p> <p>11 beginning with noticing counsel.</p> <p>12 MR. MUSHKIN: This is Mike Mushkin, Bar</p> <p>13 Number 2421. I have no objection.</p> <p>14 Except Mr. Bloom didn't bring snacks for</p> <p>15 everybody. Small joke.</p> <p>16 No, no objection.</p> <p>17 MS. BARRAZA: Danielle Barraza. No</p> <p>18 objection.</p> <p>19</p> <p>20 JAY BLOOM</p> <p>21 having been called as a witness and having been</p> <p>22 first duly sworn, was examined and testified as</p> <p>23 follows:</p> <p>24 CONTINUED EXAMINATION</p> <p>25 BY MR. MUSHKIN:</p>
<p style="text-align: right;">page 177</p> <p style="text-align: center;">I N D E X</p> <p>1</p> <p>2 PAGE</p> <p>3 TESTIMONY OF JAY BLOOM</p> <p>4 Continued Examination by Mr. Mushkin 178</p> <p>5</p> <p>6 E X H I B I T S</p> <p>7 None</p> <p>8</p> <p>9 INFORMATION TO BE SUPPLIED</p> <p>10 PAGE</p> <p>11 197</p> <p>12 314</p> <p>13 316</p> <p>14 320</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">page 179</p> <p>1 Q Mr. Bloom, I want to go back over just</p> <p>2 two or three things from yesterday, and then we'll</p> <p>3 get right on to the pleadings.</p> <p>4 I asked you some questions about SCJV</p> <p>5 that you refused to answer. Do you recall those</p> <p>6 questions?</p> <p>7 MS. BARRAZA: Object to the form.</p> <p>8 You can answer.</p> <p>9 A No, I'm not familiar with that entity.</p> <p>10 Q I wrote it down wrong. SJC. Do you</p> <p>11 recall those questions that I asked you about the</p> <p>12 assets and moneys of SJC?</p> <p>13 A I recall you asked me about sources of</p> <p>14 unrelated income for SJC, yes.</p> <p>15 Q You've testified that SJC has paid</p> <p>16 various moneys to SHAC; correct?</p> <p>17 A I testified that SJC has paid various</p> <p>18 moneys to both SHAC and a number of third parties</p> <p>19 directly through an assignment of its obligation</p> <p>20 for payment to SHAC under SHAC's obligations to</p> <p>21 those third parties.</p> <p>22 Q And where did SJC get those moneys?</p> <p>23 A Various sources.</p> <p>24 Q What sources?</p> <p>25 MS. BARRAZA: Objection. Relevance.</p>

<p style="text-align: right;">page 180</p> <p>1 A A number of those sources are covered by 2 confidentiality agreements, which I'm not prepared 3 to breach. And I also enter an objection that 4 your question is not reasonably concluded to lead 5 to discoverable information. 6 Q What assets does SJCV possess? 7 MS. BARRAZA: Objection. Relevance. 8 A A number of those assets are covered by 9 confidentiality agreements, and I can't speak to 10 them in this deposition. 11 Q You provided certain documents to 12 Mr. Hallberg on an entity that I called by the 13 wrong name for a while, but can I just refer to it 14 as L and M? 15 A What is L and M? What entity are you 16 referring to? 17 Q I called it Lending. It wasn't Lending. 18 It's Leading Ventures and Enterprise Matching, 19 LLC. 20 A Yes. 21 Q Is that owned by SJCV? 22 MS. BARRAZA: Objection. Relevance. 23 A I'm going to refrain from answering that 24 question because I think it's going to violate 25 confidentiality agreements.</p>	<p style="text-align: right;">page 182</p> <p>1 A To the extent that you're referencing a 2 document in your question, the document speaks for 3 itself. 4 Q Mr. Bloom, you don't enjoy the luxury of 5 answering my question with an objection. If 6 you're not willing to answer my question, I'll 7 have it certified and we'll take it to the judge. 8 But I'm asking a real simple question. Did you or 9 did you not make a representation that you could 10 take money out of Leading Ventures and Enterprise 11 Matching, LLC on an as-needed basis? 12 MS. BARRAZA: Objection. Form. 13 A You're asking a question based on a 14 document that you submitted as an exhibit that 15 statement is made, and I'm answering that the 16 document speaks for itself. 17 Q Did you write the document? 18 A To the best of my recollection, yes. 19 Q And do you know what day you wrote that 20 document? 21 A I do not, but we could certainly refresh 22 my recollection by pulling the document up and 23 looking at it for review. 24 Q So let's take a look at Spanish Heights 25 1041. We're almost there. All right. Can you</p>
<p style="text-align: right;">page 181</p> <p>1 Q With whom? 2 A With parties that are -- parties that 3 are have privity to the confidentiality 4 agreements. 5 Q What parties are there to a 6 confidentiality agreement? 7 A Also enter an objection as to relevance 8 and it not reasonably being concluded to lead to 9 discoverable information. LVEM is not even a 10 party to this litigations, nor is LVEM a signatory 11 to any of the agreements. 12 Q Well, then why did you provide the tax 13 return of that partnership to Mr. Hallberg? 14 A Because in 2014 it was contemplated that 15 LVEM might be a party to an agreement, but it 16 turned out not to be. 17 Q Well, didn't your letter say that you 18 were proving up your income with this document? 19 MS. BARRAZA: Objection. Form. 20 A I would say the document speaks for 21 itself. 22 Q I'm asking you. I'm not asking you 23 about a document. Didn't you represent that you 24 could take money from LVEM on an as-needed basis? 25 MS. BARRAZA: Objection. Form.</p>	<p style="text-align: right;">page 183</p> <p>1 see that document on your screen, Mr. Bloom? 2 A I see, yes, I see an email. 3 Q Okay. And now we're going to go to the 4 right one. There it is. 5 All right. Do you see this email from 6 Alan to Gavin? 7 A I do. 8 Q Have you ever seen it before? 9 A Not prior to this litigation, no. 10 Q So let's take a minute and go through 11 it. See where it says, "Gavin, thanks for 12 forwarding. If I'm reading this correctly, Jay is 13 showing that he is making 7K monthly payments via 14 cashier's checks for a rental house in Las Vegas." 15 Do you see that? 16 A I do. 17 Q If you remember yesterday, we had those 18 \$7,000 checks, went through them at the very end 19 of the day. Do you recall that? 20 A I do. 21 Q Okay. So the blue part of this it 22 appears to me, and I'm asking you if you know 23 this, but that this is a cut-and-paste from a 24 previous email that you sent to either Gavin or 25 Mr. Hallberg. So you see "cashier's checks," and</p>

<p style="text-align: right;">page 184</p> <p>1 then in blue it says, "Yes, I am providing 2 documentation that I've been supporting a \$7,000 3 monthly payment, in excess of the debt service 4 amount needed, without incident for an extended 5 period of time." Do you see that? 6 MS. BARRAZA: Objection. Form. 7 A I do see that. 8 Q Do you recall writing that sentence? 9 A I do not recall writing that sentence. 10 Q And then the next sentence says, "While 11 I provided copies of the last 17 payments which I 12 had at hand, all of which were either timely or 13 early, I have been making these payments for the 14 last four years." Do you see that sentence? 15 A I do see that sentence. 16 Q Does that refresh your recollection that 17 that is a part of an email that you sent? 18 A I don't recall that sentence as being 19 part of the email. 20 Q Does it sound like it was something that 21 you would write in response to the request about 22 your ability to pay? 23 MS. BARRAZA: Objection. Form. 24 A I'd rather not speculate. I don't think 25 you're going to ask me to speculate. I don't</p>	<p style="text-align: right;">page 186</p> <p>1 balance 7.2 million, or, three, existing funds. I 2 am hoping to establish this reserve from new funds 3 instead of existing, but I can provide for the 4 establishment of this reserve account absent the 5 litigation advance or collections." Do you see 6 that? 7 A I do see that. 8 Q And do you recall making that 9 representation to Mr. Hallberg? 10 A I had conversations with Mr. Hallberg 11 similar to that conceptually, but I don't recall 12 writing this language that's incorporated into the 13 emails which I am not a party. 14 Q "It is important to note that we're not 15 pushing against the structure of this proposal, 16 merely trying to confirm he has the wherewithal to 17 perform on his offer, excluding the litigation 18 finance." Do you see that? 19 A I do. 20 Q The next part in blue, "I understand. 21 Similarly, I am not pushing against CBC's efforts 22 to confirm the buyer's ability to perform, and I 23 would like to do the same if I were -- and I would 24 likely do the same if I were CBC. That said, I am 25 weighing how to provide what you need without</p>
<p style="text-align: right;">page 185</p> <p>1 recall. 2 Q "And that he is offering to allocate 3 150K from the litigation finance facility to 4 escrow year-one payments. That said, the 5 litigation finance is at a term sheet stage, and 6 as such, always carries some risk that it won't 7 close." Do you see that sentence? 8 A Yes, I do. 9 Q Now let's look at the next part in blue. 10 "I have proposed providing for an escrow account 11 in the amount of 150K, at the earlier of either 90 12 days from the date of closing or upon the 13 litigation financing." Do you see that? 14 A I do. 15 Q Do you recall making that offer? 16 A I recall making a similar offer, however 17 I don't recall having drafted that sentence. 18 (Reporter clarification.) 19 A As referenced in an email to which I am 20 not a party. 21 Q Then the next sentence is, "I can 22 provide for the reserve account from any of: the 23 \$25 million litigation advance, the writ of 24 execution against our judgment debtor's account at 25 Merrill Lynch domestically which has verified</p>	<p style="text-align: right;">page 187</p> <p>1 ignoring the trust attorneys who have reiterated 2 not to provide statement balances." Do you recall 3 writing that? 4 A I do not recall writing that. 5 Q "Also, my thinking is in terms of this 6 real property transaction as more of a turnaround 7 situation as opposed to an initial loan 8 origination, which I would expect would have 9 different underwriting standards." Do you recall 10 that sentence? 11 A I've never seen this email before, so 12 no. 13 Q I'm not asking you if you've seen the 14 email, sir. I'm asking if you recall writing that 15 sentence. 16 A Mr. Mushkin, please let me finish my 17 answers without cutting me off in the middle of 18 the answer. 19 Q I'm sorry. I didn't realize you were 20 talking. Your hand is in front of your mouth, and 21 if you don't get close enough to the mic, we don't 22 hear you at all. 23 Cari, are you having a problem hearing 24 me? 25 THE COURT REPORTER: I will interrupt if</p>

<p style="text-align: right;">page 188</p> <p>1 I have a problem. Thank you.</p> <p>2 THE WITNESS: Thank you.</p> <p>3 A Having never seen this email before,</p> <p>4 there's no way for me to recall having seen that</p> <p>5 sentence before. So no, I have no recollection of</p> <p>6 that sentence.</p> <p>7 Q So, Mr. Bloom, I'd like you to go</p> <p>8 back -- let's go back up to a little farther up</p> <p>9 the page. Do you see the email on July 25th from</p> <p>10 Gavin to you?</p> <p>11 A I do.</p> <p>12 Q And so isn't it true that he forwarded</p> <p>13 this email to you on July 25th?</p> <p>14 A That's what it appears to be based on</p> <p>15 the header in your document.</p> <p>16 Q And are you certain that those aren't</p> <p>17 actually your written responses to those questions</p> <p>18 that you put in yourself?</p> <p>19 A My testimony is I have no recollection</p> <p>20 of those statements. I'm neither admitting nor</p> <p>21 denying them. I just don't recall them.</p> <p>22 Q So let's go a little farther to see if I</p> <p>23 can refresh your recollection. Let's go to the</p> <p>24 bottom of this. Do you see where your</p> <p>25 signature -- or I'm assuming "Jay, all the best,"</p>	<p style="text-align: right;">page 190</p> <p>1 emptied the account and transferred it to a</p> <p>2 personal trust prior to our ability to execute it</p> <p>3 into the account.</p> <p>4 Q So the answer is you were not successful</p> <p>5 in executing on 7.2 million?</p> <p>6 A Well, that would be an answer to a</p> <p>7 different question not posted, but yes.</p> <p>8 Q And then existing funds. What existing</p> <p>9 funds did you have at the time to do that?</p> <p>10 A I don't recall. I don't recall.</p> <p>11 Q So let's go to the next response. I</p> <p>12 think I went through this, turnaround. So it</p> <p>13 says, "To that end, I'm trying to provide as much</p> <p>14 as I can to give you assurances you need while at</p> <p>15 the same time abiding by my counsel's instructions</p> <p>16 as to the disclosure of information which could</p> <p>17 potentially compromise or expose trust accounts."</p> <p>18 Who is the attorney that was giving you</p> <p>19 advice on these trust accounts?</p> <p>20 A I don't recall.</p> <p>21 Q You don't know who the attorney was that</p> <p>22 was giving you this advice?</p> <p>23 MS. BARRAZA: Objection. Asked and</p> <p>24 answered.</p> <p>25 A I would reiterate my last answer and</p>
<p style="text-align: right;">page 189</p> <p>1 that's your ending to the letter. That's your</p> <p>2 writing; correct?</p> <p>3 A Appears to be, although I don't recall</p> <p>4 this email, and I'm not a party to this email. So</p> <p>5 somebody may have cut and pasted out of another</p> <p>6 email that I had sent, certain portions, in</p> <p>7 context or out of context. I just don't know. I</p> <p>8 don't recall writing this.</p> <p>9 Q No problem. Let's go back to where we</p> <p>10 were before. So you offered at the time these</p> <p>11 three things. You can provide this reserve</p> <p>12 account from the \$25 million litigation advance,</p> <p>13 the writ of execution -- well, let's talk about</p> <p>14 the litigation advance. Did you ever get the</p> <p>15 \$25 million litigation advance?</p> <p>16 A No. We did not proceed with it.</p> <p>17 Q And you said, "A writ of execution</p> <p>18 against our judgment debtor's account at Merrill</p> <p>19 Lynch domestically which has a verified balance of</p> <p>20 5.2 million." Did you ever attach -- I'm sorry.</p> <p>21 7.2 million. I'm having visual problems. I'm</p> <p>22 sorry. 7.2 million. Did you ever get a writ of</p> <p>23 execution on 7.2 million?</p> <p>24 A I can't recall if we got a writ of</p> <p>25 execution or not. I know the judgment debtor</p>	<p style="text-align: right;">page 191</p> <p>1 incorporate it here in response to this. You're</p> <p>2 repeating the same question.</p> <p>3 Q And what trust accounts are you</p> <p>4 referring to here?</p> <p>5 A I would object in that it misstates</p> <p>6 testimony.</p> <p>7 It's not my reference. This may or may</p> <p>8 not have been taken in or out of context from</p> <p>9 something I read somewhere else in an email chain</p> <p>10 to which I'm not party or an email exchange to</p> <p>11 which I'm not party. So this is -- I'm not</p> <p>12 referencing anything here.</p> <p>13 Q Do you control certain trust accounts?</p> <p>14 A Can you clarify what you mean by</p> <p>15 "control"?</p> <p>16 Q No, I can't. I'm looking at your</p> <p>17 statement. Yesterday you acknowledged that you</p> <p>18 wrote these things. We'll argue about it later as</p> <p>19 to whether they're in context or not, but, "To</p> <p>20 that end, I'm trying to provide as much as I can</p> <p>21 to give you the assurances you need, while at the</p> <p>22 same time abiding by my counsel's instructions as</p> <p>23 to the disclosure of information which could</p> <p>24 potentially compromise and/or expose trust</p> <p>25 accounts." What compromise and/or exposing of</p>

<p style="text-align: right;">page 192</p> <p>1 trust accounts are you referencing?</p> <p>2 A I would have the same objection in that</p> <p>3 it misstates testimony. I just said I don't know</p> <p>4 that that's necessarily my statement. So I'm not</p> <p>5 referencing anything. That would be between Alan</p> <p>6 Hallberg and Gavin Ernstone.</p> <p>7 Q Mr. Bloom, you're intentionally not</p> <p>8 answering my questions. I would like to know if</p> <p>9 you possess or control trust accounts.</p> <p>10 MS. BARRAZA: Objection. Form.</p> <p>11 A I'd like you to define what you mean by</p> <p>12 "control."</p> <p>13 Q Sir, I can't define it any more than</p> <p>14 you're willing to tell me what is in this</p> <p>15 sentence. You wrote this sentence. You provided</p> <p>16 this information to my client, and now I'm trying</p> <p>17 to understand what you meant.</p> <p>18 MS. BARRAZA: Objection. Misstates</p> <p>19 testimony.</p> <p>20 A Yeah, this is not -- I haven't testified</p> <p>21 that this is my statement. You're misrepresenting</p> <p>22 my statement.</p> <p>23 Q Sir, your signature is at the bottom.</p> <p>24 Your electronic signature is at the bottom. This</p> <p>25 is information that you provided to Mr. Hallberg,</p>	<p style="text-align: right;">page 194</p> <p>1 reportable income," and there's a table there.</p> <p>2 And so does that now further refresh your</p> <p>3 recollection that you wrote this?</p> <p>4 A No, it does not.</p> <p>5 Q And it's your testimony that you didn't</p> <p>6 write all of the blue sections of this</p> <p>7 correspondence?</p> <p>8 A I would object in that you're misstating</p> <p>9 my testimony.</p> <p>10 Q Well, tell me what it is.</p> <p>11 A My testimony, again, and for the last</p> <p>12 time, is that I don't recall this information</p> <p>13 being communicated, and I'm doing so without</p> <p>14 either an admission or denial that I wrote this.</p> <p>15 I just don't recall, and I've said it 12 times, so</p> <p>16 I'd appreciate if we could move on.</p> <p>17 Q I'll move on when I'm ready, Mr. Bloom,</p> <p>18 and when I think I've received a truthful answer.</p> <p>19 To date, I don't believe I've received a truthful</p> <p>20 answer.</p> <p>21 Is not your ending to this</p> <p>22 correspondence, "All the best. Jay"?</p> <p>23 A That is my ending in tens of thousands</p> <p>24 of emails that I --</p> <p>25 Q That was going to be my next question.</p>
<p style="text-align: right;">page 193</p> <p>1 and you know it. We talked about it yesterday.</p> <p>2 All I'm trying to figure out is what you were</p> <p>3 referring to when you say "compromise and/or</p> <p>4 expose trust accounts." What is it that you're</p> <p>5 referring to?</p> <p>6 MS. BARRAZA: Objection. Form.</p> <p>7 A Without admitting or changing my</p> <p>8 testimony and representing that this is my</p> <p>9 statement, I don't know what that references.</p> <p>10 Q The next paragraph, "We deal with</p> <p>11 confidential, highly sensitive, proprietary data</p> <p>12 on a constant basis and simply ask that you go</p> <p>13 under NDA to confirm that he can perform absent</p> <p>14 liquidity from third-party sources -- judgment,</p> <p>15 collection, litigation findings. We can move</p> <p>16 quickly if we have adequate information. Perhaps</p> <p>17 the first two pages of his tax return for the past</p> <p>18 two years, plus a current copy of the account</p> <p>19 statement from where the payments will be made.</p> <p>20 Would welcome your thoughts."</p> <p>21 It appears to be your response, "In</p> <p>22 trying to help get this over the finish line,</p> <p>23 attached are 2014 and 2015 tax returns, first</p> <p>24 pages. 2016 is under extension and to be filed</p> <p>25 October of '17. Again these returns show</p>	<p style="text-align: right;">page 195</p> <p>1 Isn't that generally how you end you emails?</p> <p>2 A Generally, yes.</p> <p>3 Q And is it your testimony today, as you</p> <p>4 sit here, after all of the prompting, that you did</p> <p>5 not write the portions of this email that are in</p> <p>6 blue?</p> <p>7 MS. BARRAZA: Objection. Asked and</p> <p>8 answered.</p> <p>9 A And add an objection that it misstates</p> <p>10 my testimony again.</p> <p>11 And I would refer you back to my</p> <p>12 previous 12 answers and incorporate them here</p> <p>13 again.</p> <p>14 Q I'll restate my question. Is it your</p> <p>15 testimony that after reviewing this document and</p> <p>16 all of the questions that we've gone through</p> <p>17 yesterday and today that you don't recall writing</p> <p>18 this, all of the blue portions of this email?</p> <p>19 A I don't recall writing the blue portions</p> <p>20 of this email. That is neither an admission nor a</p> <p>21 denial that I did so.</p> <p>22 Q Okay. In regards to the flamethrower</p> <p>23 incident, both in court and I believe yesterday,</p> <p>24 you have testified that there was -- you had a</p> <p>25 witness that no fireworks took place at 5148</p>

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1 Spanish Heights Drive; do you recall that?
 2 MS. BARRAZA: Objection. Asked and
 3 answered.
 4 **A I have dozens of witnesses.**
 5 Q And you said one them was a supreme
 6 court judge. Do you remember that?
 7 **A I don't recall making that**
 8 **representation, but you certainly have access to**
 9 **my guest list through your other client.**
 10 Q And I also have the transcript of the
 11 hearing where you said it. But do you recall who
 12 the supreme court judge was that witnessed no
 13 fireworks at your 4th of July party?
 14 **A Objection. I believe you're misstating**
 15 **my testimony.**
 16 Q Was there a supreme court judge at your
 17 4th of July party?
 18 **A I imagine there was at least one,**
 19 **probably several.**
 20 Q And do you recall who they were?
 21 **A No. I'd have to go back and check my**
 22 **records.**
 23 Q I'll leave a blank in your deposition.
 24 Would you please fill in who the supreme court
 25 judge that you claim witnessed this was. I don't

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1 want to have to subpoena all of them.
 2 INFORMATION TO BE SUPPLIED
 3 _____
 4 _____
 5 _____
 6 BY MR. MUSHKIN:
 7 Q Now, yesterday you claimed that somebody
 8 made a misrepresentation to you regarding the
 9 third mortgage. Do you recall that testimony?
 10 **A I do.**
 11 Q Who made a misrepresentation to you?
 12 MS. BARRAZA: Objection. Asked and
 13 answered.
 14 You can answer.
 15 **A It would have been Alan Hallberg.**
 16 Q Alan who?
 17 **A Alan Hallberg.**
 18 Q Hallberg, yes. And when did he make
 19 that misrepresentation to you?
 20 **A Throughout the course of the**
 21 **transaction.**
 22 Q And how did he make that
 23 misrepresentation to you? What was misrepresented
 24 to you?
 25 **A Nature of the obligation. Mr. Hallberg**

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1 **represented that there was a third position**
 2 **mortgage, and there wasn't a third position**
 3 **mortgage. There was a commercial loan to a**
 4 **restaurant with guarantees by individuals having**
 5 **nothing to do with the trust that years later**
 6 **would provide the service pledgor for the rental**
 7 **property, even though the trust, the owner of the**
 8 **property, was neither a debtor under the**
 9 **commercial loan to the restaurant nor a guarantor.**
 10 **There never was a third mortgage. It was a**
 11 **commercial loan to a restaurant.**
 12 Q So can you show me where it says
 13 anywhere there was a mortgage?
 14 **A I don't have documents handy, and I**
 15 **don't know that you included them in your exhibit**
 16 **pack.**
 17 Q Well, let's take a look at the
 18 Forbearance Agreement, and we'll scroll through it
 19 for you. Can you see the Forbearance Agreement?
 20 **A I can.**
 21 Q So can you show me -- let's go through
 22 this in detail and see if you can find where it
 23 says mortgage. Because I'll represent to you that
 24 I couldn't find anywhere where it said anything
 25 other than deed of trust.

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1 **A I'll represent to you that I never**
 2 **represented that the representation took place in**
 3 **the Forbearance Agreement.**
 4 Q Well, you saw the merger clause in the
 5 agreement; correct?
 6 **A No.**
 7 Q Well, let's take our time, then. Let's
 8 go back to the end of the agreement.
 9 So it's in paragraph 15, the Integration
 10 clause. We're at section (b). It says,
 11 "Supersede all oral negotiations and prior or
 12 other writings with respect to the subject matter;
 13 are intended by the parties as the final
 14 expression of the agreement with respect to the
 15 terms and conditions set forth in those documents
 16 and as the complete and exclusive statement of the
 17 terms agreed to by the parties." Do you see that?
 18 **A No. Your office is still scrolling**
 19 **through the document.**
 20 Q Well, I'll just represent to you, and
 21 then at the very end it says that no
 22 modifications -- let's go right to that, which is
 23 at the top of page 20, "No modifications" --
 24 **A Can you go back up to that paragraph?**
 25 Q Sure.

<p style="text-align: right;">page 200</p> <p>1 A Stop right there.</p> <p>2 Q It does say third mortgage. You're</p> <p>3 right?</p> <p>4 A It does.</p> <p>5 Q Great, the one place we found it. Now</p> <p>6 let's go farther along. "No modification of this</p> <p>7 Forbearance Agreement or the Amended Note and</p> <p>8 Modified Deed of Trust shall be effective unless</p> <p>9 in writing and signed by the applicable parties to</p> <p>10 be bound thereby." Do you see that?</p> <p>11 A I do.</p> <p>12 Q So you know there's a merger clause;</p> <p>13 right? There can't be any modification to this;</p> <p>14 right?</p> <p>15 MS. BARRAZA: Objection. Form.</p> <p>16 BY MR. MUSHKIN:</p> <p>17 Q Unless it's in writing?</p> <p>18 MS. BARRAZA: Same objection.</p> <p>19 BY MR. MUSHKIN:</p> <p>20 Q Correct?</p> <p>21 A There is a modification clause in the</p> <p>22 document based upon a fraudulent misrepresentation</p> <p>23 that the third mortgage existed, which clearly</p> <p>24 does not.</p> <p>25 Q You keep saying it, but it clearly --</p>	<p style="text-align: right;">page 202</p> <p>1 that correct?</p> <p>2 A Alan Hallberg was not acting in an</p> <p>3 individual capacity, so it would have been CBC</p> <p>4 that made the fraudulent misrepresentation.</p> <p>5 Q Okay. So let's go through this</p> <p>6 Forbearance Agreement. All right? Let's start</p> <p>7 with The Parties and Background. Now, in the</p> <p>8 first paragraph, it's disclosed that there's a</p> <p>9 note, a secured promissory note dated June of</p> <p>10 2012; is that correct?</p> <p>11 A That's what the document appears to say.</p> <p>12 Q And you've seen the documents in this</p> <p>13 case now. In fact, there is a note dated</p> <p>14 June 22nd, 2012; correct?</p> <p>15 A I believe I've seen that document during</p> <p>16 the course of discovery in this litigation.</p> <p>17 Q And it's been amended by ten subsequent</p> <p>18 amendments -- we provided those amendments --</p> <p>19 isn't that correct?</p> <p>20 A I believe I've seen the amendments in</p> <p>21 the course of discovery in this litigation.</p> <p>22 Q All of which have been executed by KCI</p> <p>23 Investments, LLC and Preferred Restaurant Brands;</p> <p>24 correct.</p> <p>25 A That is what it says.</p>
<p style="text-align: right;">page 201</p> <p>1 the note and deed of trust clearly exists. They</p> <p>2 were provided to you, weren't they?</p> <p>3 A A commercial loan is not a mortgage.</p> <p>4 Q Okay. Well, I don't know where you come</p> <p>5 up with that, but that's okay with me, if that's</p> <p>6 what you think.</p> <p>7 Now, let's go on. Tell me, so is that</p> <p>8 the only misrepresentation that was made to you,</p> <p>9 is that somehow that this note and deed of trust</p> <p>10 are not a mortgage?</p> <p>11 A I am without sufficient information to</p> <p>12 answer that question, because I wouldn't have</p> <p>13 known that was a misrepresentation until we got</p> <p>14 into discovery. So I'm not going to say that's</p> <p>15 the only misrepresentation until we complete</p> <p>16 discovery, because we may find additional</p> <p>17 misrepresentations like we found that.</p> <p>18 Q So today you don't know of any</p> <p>19 misrepresentation other than this alleged "There</p> <p>20 is no third mortgage"?</p> <p>21 A I'm not aware of any other fraudulent</p> <p>22 misrepresentations or admissions or omissions.</p> <p>23 Q That's good.</p> <p>24 And the only person that you think made</p> <p>25 this representation to you is Alan Hallberg; is</p>	<p style="text-align: right;">page 203</p> <p>1 Q So you know before the 27th of September</p> <p>2 2017 that this loan originates at KCI; correct?</p> <p>3 A Now I can't recall what I understood at</p> <p>4 the time, other than the representation was there</p> <p>5 was a third mortgage on the property.</p> <p>6 Q Thank you.</p> <p>7 "The amended note is secured by certain</p> <p>8 personal guarantees signed by Kenneth and Sheila</p> <p>9 Antos." You were aware of that; correct?</p> <p>10 A Correct.</p> <p>11 Q And then, "The amended note is also</p> <p>12 secured by certain Security Agreements, Subsidiary</p> <p>13 Guarantees, Intercreditor Agreements, Deeds of</p> <p>14 Trust, Assignment the Rents, and Fixture Filings,</p> <p>15 collectively 'the security agreements.'" That was</p> <p>16 disclosed to you before you entered into this</p> <p>17 agreement; correct?</p> <p>18 A That was the representation of CBC</p> <p>19 Partners, although I did not have an opportunity</p> <p>20 to review those documents.</p> <p>21 Q "In particular, the Amended Note is</p> <p>22 secured by a certain Deed of Trust, Assignment of</p> <p>23 Rents, Security Agreement, and Fixture Filing made</p> <p>24 as of December 17th, 2014, by Ken and Sheila</p> <p>25 Antos, Trustees of the Kenneth and Sheila Antos</p>

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1 Living Trust dated April 26, 2007, and any
2 amendments thereto." Do you see that?

3 **A I do see it.**

4 **Q** And that was disclosed to you in advance
5 of September 27th; correct?

6 **A It was disclosed that there was a deed
7 of trust against the third mortgage. It was not
8 disclosed that it was a deed of trust against a
9 commercial loan to a restaurant unrelated to the
10 trustor who made the pledge against no obligation.**

11 **Q** Well, how can you say that when it shows
12 you in paragraph 1 that it's KCI that's the maker
13 of the note?

14 **A Well, because the Antos Trust could have
15 been an additional guarantor or could have been an
16 additional borrower. The note wasn't provided,
17 and they represented it was a third mortgage. If
18 the Antos Trust was a borrower as well or an
19 additional guarantor, then it would actually be a
20 mortgage. All mortgages are notes, but not all
21 notes are mortgages. In this case, we have a
22 commercial loan, which is not a mortgage, that was
23 misrepresented as a third mortgage.**

24 **Q** It was always represented as a
25 commercial loan, wasn't it, Mr. Bloom?

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1 **A You showed me at least one document
2 where it was represented as a third mortgage.**

3 **Q** That is a third mortgage, Mr. Bloom.
4 Isn't the first mortgage held by City, National?

5 **A Yes, that's a loan against the property.**

6 **Q** And isn't the second mortgage held by
7 Northern Trust?

8 **A That is also a loan against the
9 property.**

10 **Q** And isn't the third mortgage held by
11 CBCI subsequently assigned to 5148?

12 **A No. There was never --**

13 **MR. MUSHKIN:** Ms. Barraza, please don't
14 shake your head. That would be coaching.

15 **A I'm looking at you. I'm not even
16 looking at her.**

17 **There was never a third mortgage. This
18 is a commercial loan to a restaurant, not a loan
19 to the pledgor of the deed of trust. The pledgor
20 of the deed of trust has no obligation under that
21 note. This is a commercial loan where years after
22 the fact --**

23 **Q** And, Mr. Bloom, I understand --

24 **A I'm sorry. You're going to have to let
25 me finish my answer.**

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1 **There was never a third mortgage that
2 was issued against this property. There was a
3 commercial loan where years after the fact the
4 guarantors caused a nonparty to issue a deed of
5 trust against a commercial loan to a restaurant,
6 years after the fact, without consideration and
7 pledging its interest as collateral against a
8 commercial loan to which it had no privity. It
9 was not a borrower under the commercial loan to
10 the restaurants. The pledgor was not a guarantor
11 under the commercial loan to the restaurants. It
12 had no privity to the commercial loan, and yet
13 years after the fact, it pledged an interest as
14 pledgor under a commercial loan to which it had no
15 nexus.**

16 **Q** Isn't that exactly what you did in this
17 transaction to First 100, Mr. Bloom?

18 **A No, I never claimed there was a
19 mortgage.**

20 **Q** No, you pledged an interest in a
21 judgment as security for payment of a note that
22 First 100 has no privity with. SCJV has no
23 privity only SHAC. You did the exact same thing,
24 didn't you, sir?

25 **MS. BARRAZA:** Objection. Form.

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1 **A Not even close. Now you're offering
2 misstatements in your own testimony. That's not
3 even close.**

4 **Q** Well, who had privity for offering a
5 piece of that \$2.2 billion judgment? Where was
6 the privity there, sir?

7 **MS. BARRAZA:** Objection. Form.

8 **A SJC is part owner of First 100. So SJC
9 had the ability to pledge its interest in the
10 First 100 judgment from the proceeds it realizes
11 from the First 100 judgment, which it did, and it
12 did so without claiming that it's a mortgage.
13 It's not a mortgage. A mortgage is a very
14 specific instrument.**

15 **MR. MUSHKIN:** We're going to be here a
16 while today, Danielle.

17 **BY MR. MUSHKIN:**

18 **Q** So we're going to have to go through
19 this paragraph by paragraph, Mr. Bloom.

20 **So you claim it's a misrepresentation.
21 What part of this Forbearance Agreement, other
22 than the word "third mortgage" is a
23 misrepresentation? Because I don't expect -- I
24 want to be clear. Your definition is not going to
25 be my definition. My definition is the order on**

<p style="text-align: right;">page 208</p> <p>1 title. There's a first deed of trust, a second 2 deed of trust, and a third deed of trust. Whether 3 they are -- you want to call them a mortgage, it 4 is of no consequence. You can call them what you 5 want. Throughout this document, I want to know 6 what misrepresentation was made. 7 A In the paragraph that you -- I'm sorry. 8 Are you done with your question? 9 Q No. Let's go paragraph 1. Is there a 10 misrepresentation in paragraph 1, A1? 11 A I don't believe so. 12 Q Is there a misrepresentation in 13 paragraph A2? 14 A I don't believe so. 15 Q Is there a misrepresentation in 16 paragraph 3? 17 A There's a material omission. 18 Q Didn't ask you that. I'm asking for a 19 misrepresentation. 20 MS. BARRAZA: Objection. Form. 21 Go ahead. 22 This is -- he was answering the 23 question, and it's a totally inappropriate line of 24 questioning. 25 But go ahead.</p>	<p style="text-align: right;">page 210</p> <p>1 obligation under the note being secured. The 2 pledgor had no obligation, and was not disclosed. 3 Q So I understand what you said. I wish 4 that I really understood it, but I don't. 5 So let's look at paragraph 4. Are there 6 any misrepresentations in paragraph 4? 7 A It says CBC is entitled to pursue 8 certain remedies under the loan documents. I 9 don't know that necessarily to be true, 10 entitlement to collect against a party which 11 doesn't have an obligation under a commercial loan 12 to which it has no privity. 13 Q So if you provided me as the -- well, 14 you provided a security agreement in this case 15 that covers that judgment that First 100 has and 16 that you claim SCJV has a 24.-something percent 17 interest; is that correct? 18 MS. BARRAZA: Objection. Form. 19 A No, that's not correct. 20 Q Tell me where I'm wrong? 21 A SCJV is not an entity with which I'm 22 familiar. 23 Q Jay, just -- SJC. How is that? 24 A That is an entity with which I'm 25 familiar.</p>
<p style="text-align: right;">page 209</p> <p>1 A It's a material omission, which is a 2 form of misrepresentation. 3 Q So I want to know what's the 4 misrepresen- -- what was omitted? It says 5 "Collectively, the modified deed of trust that 6 encumbers the property commonly known as 5148 7 Spanish Heights Drive, the property." What's the 8 material omission? 9 A The omission is that the pledgor had no 10 obligation under the commercial loan. 11 Q It says it in the first very paragraph, 12 sir. It says KCI, and it says that the Antoses 13 are guarantors. Tell me where there's a 14 misrepresentation? 15 A The Antos Trust is not an obligor nor is 16 it a guarantor, and it was represented that it 17 was. And it's material omission not to -- 18 Q Where is it represented that it was? 19 A I'm sorry. You really have to let me 20 finish my question. 21 Q I'm sorry. I'm sorry. 22 A It's a material omission not to disclose 23 that the pledgor has no obligation under the note 24 which it's collateralizing. The pledgor's 25 obligation under a deed of trust is to secure its</p>	<p style="text-align: right;">page 211</p> <p>1 Q So you provided that security interest; 2 correct? 3 A SJC provided that security interest. 4 Q Okay. And for the very same reasons 5 that you've just stated, doesn't CBC have the very 6 same issues that you're now raising? 7 A No. 8 MS. BARRAZA: Objection. Form. 9 You can answer. 10 A No, it does not. 11 Q Why? 12 A SJC is an owner, a part owner of First 13 100. SJC is entitled to receive a portion of any 14 proceeds realized. It has the ability to pledge 15 its interest in those proceeds realized. CBC, 16 however, represented that it had a third mortgage. 17 It does not. It never did. It had a commercial 18 note to a restaurant that after the fact, when the 19 restaurant couldn't pay the note, when the 20 restaurant couldn't pay the commercial note and 21 guarantors couldn't pay the commercial note, they 22 then procured a deed of trust from an entity that 23 had no nexus to the commercial loan to the 24 restaurant. Totally different situation than SJC 25 pledging a portion of its interest and proceeds</p>

<p style="text-align: right;">page 212</p> <p>1 realized under a judgment to which it's entitled 2 to distribution. That is not the same thing, 3 not even close. 4 Q Well, let's go through it. So the Antos 5 Trust owns the property. The Antos Trust, you 6 say, has no relationship to KCI, and it pledges 7 its interest in the house as additional 8 collateral. First 100 through SJCVC pledges its 9 interest in the judgment. It has no relationship 10 to the obligation being undertaken by SHAC. It's 11 precisely the same thing, sir. Tell me how it 12 differs? 13 A Well, there's a couple ways. In your 14 example, the Antos Trust had no privity. I think 15 we're in agreement that the Antos Trust had no 16 privity to the borrower. However, in my example, 17 in my situation, SJC owned First 100. SJC owned 18 an interest in SHAC. It has the ability to pledge 19 its interest in distributable proceeds it intends 20 to receive as collateral. It has privity to every 21 party in the transaction. However, in the Antos 22 situation, the Antos trust was not an obligor, was 23 not a borrower, did not have common ownership. 24 There's no nexus that would provide for the Antos 25 Trust to provide a guarantee on a loan to which</p>	<p style="text-align: right;">page 214</p> <p>1 Can you see the document that's entitled 2 Kenneth M. Antos and Sheila Neumann-Antos, 3 Trustees of the Kenneth and Sheila Antos Living 4 Trust Dated April 26, 2007? 5 MR. MUSHKIN: We can go off the record 6 for just a minute. 7 (Pause in the proceedings.) 8 BY MR. MUSHKIN: 9 Q Have you ever seen this document before? 10 A I don't believe so. 11 Q So let's go to the signature page. So 12 you're aware that the deed of trust is dated 13 December 17th, 2014; correct? 14 A Not from recollection. 15 Q This document authorizes the note and 16 deed of trust, does it not? 17 A I don't know. I can only see part of 18 the paragraph and half of one of the signature 19 lines. 20 Q Okay. So let's go back and let you read 21 it from the top. Tell us when you need us to 22 scroll. Did you get a chance to read it all, 23 Mr. Bloom? Sorry we didn't hear you? 24 A I had a chance to read it. 25 Q Do you understand what this document is?</p>
<p style="text-align: right;">page 213</p> <p>1 it's not a party or to assume the obligation of 2 such loan, and especially in the absence of any 3 consideration. 4 Q Well, let's take a look at the parties 5 to the Forbearance Agreement? Would you take a 6 look at page 25. Well, look at that. The trust 7 is a party to the Forbearance Agreement 8 contractual privity. It's exactly the same thing, 9 isn't it, Mr. Bloom? 10 A I don't agree that it is, because it's 11 not a party to the note which creates the 12 obligation. The Forbearance Agreement doesn't 13 create the obligation. 14 Q Mr. Bloom, CBC is not a party to the 15 judgment that creates the judgment. You're 16 assigning an interest in the judgment to a 17 nonparty, exactly the same thing that's happening 18 here. They're assigning a security interest as a 19 nonparty. The exact same thing that you did, 20 isn't it, Mr. Bloom? 21 A Not even close. 22 Q Not even close. Okay. 23 Now let's go back to -- I want to shift 24 to another document. Hang on one second, then 25 we'll go back to this.</p>	<p style="text-align: right;">page 215</p> <p>1 A I believe so. 2 Q Tell me what you believe this document 3 is? 4 A I believe this is a document authorizing 5 the trust to do business with CBC. 6 Q And given this document, given the 7 recitations that we went through in the 8 Forbearance Agreement, do you still believe that 9 there was somehow a misrepresentation to you? 10 A Yes. Yes, I do. 11 Q Now, you noticed above this document 12 calls out that the loan is guaranteed by the 13 trustees individually and not in their capacity as 14 trustee? 15 A Correct, I do see that. 16 Q Okay. Good. 17 Now let's go back to 002. Okay. 18 Paragraph 4. The events of default, when you 19 entered into this transaction, you were aware that 20 the CBC obligation was in default; is that 21 correct? 22 A It was represented to me that KCI 23 Restaurants and Restaurant Brands, the borrowers, 24 were in default of their note, and the Antoses 25 individually as guarantors were in default of</p>

<p style="text-align: right;">page 216</p> <p>1 their obligations under the note.</p> <p>2 Q Who represented that to you?</p> <p>3 A Alan Hallberg, CBC.</p> <p>4 Q Okay. And so is there any</p> <p>5 misrepresentation in paragraph 4?</p> <p>6 A I would take exception with "These</p> <p>7 remedies include foreclosing on the property in</p> <p>8 accordance with the deed of trust." I don't think</p> <p>9 that's an actual remedy that's provided for under</p> <p>10 the deed of trust due to defect.</p> <p>11 Q What makes you say that?</p> <p>12 A Because the deed of trust secures a note</p> <p>13 for which there's no obligation of the trust.</p> <p>14 Q But you just saw the document from the</p> <p>15 trust authorizing the deed of trust and security</p> <p>16 agreement?</p> <p>17 A Yeah, I just saw a document that</p> <p>18 authorizes the trust to conduct business. The</p> <p>19 actual business, had it been conducted, would have</p> <p>20 resulted in the trust joining the commercial loan</p> <p>21 as an obligor or a guarantor. I see that</p> <p>22 document, so --</p> <p>23 Q Are you an attorney?</p> <p>24 A Are you asking me for legal</p> <p>25 interpretations?</p>	<p style="text-align: right;">page 218</p> <p>1 A My understanding of what constitutes a</p> <p>2 mortgage.</p> <p>3 Q So you say that there's no third</p> <p>4 mortgage?</p> <p>5 A Well, I did spend ten years at JPMorgan</p> <p>6 Chase -- well, Manufacturers Hanover, and I had</p> <p>7 ten years in banking, and my last three years with</p> <p>8 the real estate group, so I am familiar with what</p> <p>9 constitutes a mortgage, even though I didn't go to</p> <p>10 law school.</p> <p>11 Q You don't have a document anywhere that</p> <p>12 says there's no mortgage, do you?</p> <p>13 A Yeah. During discovery in the course of</p> <p>14 this litigation, we found that there was a</p> <p>15 commercial loan made to the restaurant, with the</p> <p>16 Antoses as individual guarantors, but I have yet</p> <p>17 to see a single document that says mortgage, and</p> <p>18 I've never seen a mortgage that's not identified</p> <p>19 as a mortgage. It was represented that a third</p> <p>20 mortgage existed. I have yet to see a third</p> <p>21 mortgage.</p> <p>22 Q Sir, isn't it true that what was</p> <p>23 represented to you is that there is a first</p> <p>24 modification to deed of trust, assignment of</p> <p>25 rents, security agreements, and fixture filings</p>
<p style="text-align: right;">page 217</p> <p>1 Q Are you an attorney, sir?</p> <p>2 A I am not.</p> <p>3 Q Thank you.</p> <p>4 Been to law school?</p> <p>5 A I've taken business law classes.</p> <p>6 Q I asked if you went to law school?</p> <p>7 A I went to Fordham, which has a law</p> <p>8 school, but no.</p> <p>9 Q You have not been to law school?</p> <p>10 A I have not.</p> <p>11 Q Thank you.</p> <p>12 Let's look at paragraph 5. Are there</p> <p>13 any misrepresentations in paragraph 5?</p> <p>14 A If you can scroll down further through</p> <p>15 the rest of the paragraph.</p> <p>16 No, there's no misrepresentations,</p> <p>17 although these representations and agreement was</p> <p>18 made -- were made under the assumption that a</p> <p>19 third mortgage, as represented, actually existed.</p> <p>20 So I didn't rely upon representations that turned</p> <p>21 out to not to be true.</p> <p>22 Q What turned out not to be true?</p> <p>23 A There was no third mortgage that</p> <p>24 existed.</p> <p>25 Q Says who?</p>	<p style="text-align: right;">page 219</p> <p>1 which appears on page 2 of the Forbearance</p> <p>2 Agreement?</p> <p>3 A Are you referencing something on the</p> <p>4 screen now?</p> <p>5 Q Isn't that what it says right there,</p> <p>6 sir?</p> <p>7 A That is what it says.</p> <p>8 Q Thank you.</p> <p>9 So let's go to paragraph 3 on page 3.</p> <p>10 Any misrepresentation in paragraph 3?</p> <p>11 A No.</p> <p>12 Q Take a look at paragraph 4. Any</p> <p>13 misrepresentations in paragraph 4?</p> <p>14 A If you could scroll to the bottom of</p> <p>15 paragraph 4. No, paragraph 4 is accurate in that</p> <p>16 it references the security agreement, and there's</p> <p>17 no mention of a pledge agreement, so it's</p> <p>18 accurate.</p> <p>19 Q So I asked you earlier who the owner of</p> <p>20 SJCV was, and you said that you were the sole</p> <p>21 member or that you had a partner. Do you recall</p> <p>22 your testimony?</p> <p>23 A No, I don't recall that testimony.</p> <p>24 Q Well, that's what you said. You said</p> <p>25 for a while you had a partner, and you wouldn't</p>

<p style="text-align: right;">page 220</p> <p>1 tell me who, and that sometimes you were the sole 2 owner. So let's go through it again. 3 A I think the testimony to which you're 4 referring was questions relating to Leading 5 Ventures and Enterprise Matching. 6 Q No, sir. I was asking you about SJCVC. 7 Are you the sole owner of SJCVC? 8 A No. 9 Q Who is the owner of SJCVC? 10 A A family trust. 11 Q When I asked you that yesterday, did you 12 not recall it? 13 A You didn't ask me that yesterday. 14 Q So, and is the Tangled Web Family Trust 15 the sole member of SJCVC? 16 A Yes, it is. 17 Q Has it always been the sole member of 18 SJCVC? 19 A Yes, it is. 20 Q So let's take a look at what you claim 21 is not a misrepresentation. And it says right 22 after, "Mr. Bloom is also the manager of SJCVC, the 23 SJCVC parties," it says, "As a material term of the 24 Forbearance Agreement which forms the basis of the 25 bargain, Mr. Bloom, as the managing member of</p>	<p style="text-align: right;">page 222</p> <p>1 Q I didn't hear your answer, sir? 2 A Correct. I'm sorry. I'm not finished. 3 Correct, to the extent that we disagree 4 on what those obligations consist of. 5 Q So the obligations owing from the Antos 6 parties to CBCI as of April (sic) 21st, 2017, the 7 amount of 2,935,001.14 for unpaid principal 8 balance. Do you see that? 9 A I do. 10 Q Two, "Certain protection payments as 11 defined in Exhibit B," that we went over 12 yesterday; do you recall that? 13 A I do. 14 Q And "Pre-forbearance protection payments 15 as defined in Exhibit B in the amount of 16 \$1,315,105 in interest at the rate of 20 percent." 17 Do you see that? 18 A I see that. 19 Q "In addition, amounts for accrued and 20 accruing interest, recoverable costs, certain 21 indemnities, post-forbearance protection payments, 22 and other note expenses as described below," do 23 you see that? 24 A I see that. 25 Q And those are the obligations that you</p>
<p style="text-align: right;">page 221</p> <p>1 First Holdings -- First 100 Holdings and as the 2 manager of SJCVC, have agreed that SJCVC will 3 execute the security agreement described herein 4 and that First 100 Holdings will acknowledge its 5 consent that SJCVC execute the security agreement, 6 which will require First 100 Holdings and SJCVC to 7 guarantee the obligations of SHAC and SJCVC under 8 this forbearance." Do you see that? 9 A I do. 10 Q It doesn't say the word mortgage, does 11 it? 12 A Not in this paragraph. 13 Q And it says you will guarantee the 14 obligations under the Forbearance Agreement; 15 correct? 16 A The obligations as understood to be the 17 third mortgage as represented by CBC. Obligations 18 is not a defined term here. I put it in context 19 for you. 20 Q You guaranteed the obligations of SHAC 21 and SJCVC under this forbearance through that 22 judgment; isn't that correct? 23 MS. BARRAZA: Objection. Form. 24 A Sounds like we disagree on what those 25 obligations consist of.</p>	<p style="text-align: right;">page 223</p> <p>1 agreed to pay; correct? 2 A Those are the obligations of the Antos 3 parties at the beginning of this paragraph. 4 Q And that is the obligation owing that 5 you agreed to pay in paragraph 4, those are the 6 obligations you agreed to pay; correct? 7 A I don't -- 8 MS. BARRAZA: Objection. Form. 9 A I don't see in this agreement where SJC 10 agreed to pay the obligations of the Antos 11 parties. 12 Q Let's go back to paragraph 4. "As a 13 material term of the Forbearance Agreement, which 14 forms the basis of the bargain, Mr. Bloom, as the 15 managing member of 100 Holdings -- First 100 16 Holdings and as the manager of SJC have agreed 17 that SJC will execute the security agreement 18 described herein; and that First 100 Holdings will 19 acknowledge its consent that SJC execute the 20 security agreement, which will require First 100 21 Holdings and SJC to guaranty the obligation of 22 SHAC and SJCVC under this forbearance." Isn't that 23 what that says? 24 A That is what it says, which is 25 completely different than the guaranty of the</p>

<p style="text-align: right;">page 224</p> <p>1 Antos parties' obligations in the previous 2 paragraph reviewed. 3 Q And it is exactly what the Forbearance 4 Agreement is addressing, the exact content of the 5 next paragraph, that the obligations are set out 6 in that next paragraph; is not that correct? 7 MS. BARRAZA: Objection. Form. 8 A Scroll to the next paragraph. The 9 obligations owed from the Antos parties to CBC. 10 That is not the obligation of SHAC or SJC. I 11 think we are going to disagree on this till the 12 end of time. 13 Q Sir, we're going keep doing those till 14 you read the obligation. It says "guaranty the 15 obligations of SHAC and SJC under this 16 forbearance." Do you see that? 17 A I see that. 18 Q And wasn't it agreed that the property 19 would be transferred to SHAC? 20 A Yes, it was agreed the property would be 21 transferred to SHAC. 22 Q Well, then what obligations are being 23 discussed in paragraph 4 if not the obligations of 24 the CBCI note? 25 A The obligations of the owner of the real</p>	<p style="text-align: right;">page 226</p> <p>1 subject of the Forbearance Agreement? 2 A It' not on the screen. 3 Q It's right in front of you, sir. 4 A I have the recitals on the screen right 5 in front of me. That's not what you're referring 6 to. 7 Q CBC is the holder of a certain Secured 8 Promissory Note which was amended ten subsequent 9 times, all of which have been executed by KCI, LLC 10 and Preferred Brands. That's the subject of the 11 Forbearance Agreement, sir, the Amended Note. 12 MS. BARRAZA: Is that a question? Or 13 what's the question? 14 A It sounded like a statement. 15 Q Isn't it true that that is what SJC and 16 SHAC are guaranteeing? 17 A SJC and SHAC were guaranteeing the third 18 mortgage misrepresented, an obligation of the 19 Antos Trust, which is the owner of the property, 20 in exchange for transfer of the property to SHAC. 21 I know you don't like the answer, and you can put 22 the palm over your face all you want, but that's 23 the reality of the situation. 24 Q Well, I will certainly say that's what 25 you've been saying. I'm not sure I would agree</p>
<p style="text-align: right;">page 225</p> <p>1 property transferring it, which would be the Antos 2 Trust, which obligation was supposed to be under 3 a third mortgage that turned out not to exist. 4 Q Okay. Here we go again. 5 A Nowhere in this document -- let my 6 finish my answer. 7 Nowhere in this document does it say 8 that SJC and SHAC are agreeing to pay the 9 obligations of the Antos parties. We read that 10 paragraph three times, and it doesn't say that 11 anywhere, and you keep insisting it does. It does 12 not. 13 Q That's exactly what it says, the 14 obligations under this forbearance. What is the 15 obligation under the forbearance, sir? 16 A Well, there's a number. There's -- 17 Q Let's go to paragraph 1. It will show 18 you. 19 A Okay. 20 Q A1, "Promissory Note dated June 22, 21 2012." 22 A Wait till the document scrolls to what 23 you're reading. 24 Q Certain Promissory Note dated June 22nd, 25 2012, and ten subsequent amendments, that's the</p>	<p style="text-align: right;">page 227</p> <p>1 that it's the reality, sir. 2 A And it's going to be what I keep saying, 3 so stop asking the same question. My answer 4 doesn't change. 5 Q So you're going to deny the clear 6 writing of the contract; is that your position, 7 sir? 8 MS. BARRAZA: Objection. Misstates 9 testimony. 10 A I'm not denying the clear language of 11 the contract. You're trying to misinterpret and 12 make it fit -- you're trying to make a square peg 13 fit in a round hole. It just doesn't work. 14 Q Well, let's talk about the bargain that 15 you made. So we provided you the email that you 16 wrote in July that lays out the structure of this 17 deal. So you were the one that was the architect 18 of the transaction; is that fair? 19 A Looked at, was an opening suggestion of 20 various options. There was a menu of options that 21 we can look through and discuss and negotiate. 22 That is not a conclusive document. It's not final 23 documents. It's a starting point for discussions. 24 Q It is the structure of the transaction 25 that was ultimately agreed to, is it not?</p>

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1 **A I don't know that it's what was proposed**
2 **as the final structure.**

3 Q Well, let's go take a look at that one.
4 We'll go through that one paragraph by paragraph
5 now, too.

6 **A These are delicious. You're really**
7 **missing out.**

8 **All right. This is that document that**
9 **we went over yesterday. Let's take a look at**
10 **SHAC, buyer, obligations.**

11 MS. BARRAZA: Sorry. Can we just put on
12 the record what is the Bates stamp of this?

13 MR. MUSHKIN: 00125 -- I'm sorry, 00125.
14 BY MR. MUSHKIN:

15 Q Okay. Let's take a look at SHAC's
16 obligations. Isn't it true that all of the terms
17 contained in that paragraph are contained in the
18 Forbearance Agreement?

19 **A Well, starting with the first bullet**
20 **point, it references a third lender debt. That**
21 **would be the third mortgage which doesn't exist,**
22 **which would be an obligation of the Antos Trust,**
23 **so no.**

24 Q Isn't it true that in this document you
25 agreed to start 90 days after SHAC was in

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1 possession of the premises to service that debt?
2 You proposed. I'm sorry.

3 **A Correct, I proposed servicing, and I**
4 **even requested to see the third position note, and**
5 **I don't believe that --**

6 Q And you did, didn't you?

7 **A No, I don't believe that was ever**
8 **provided.**

9 Q Didn't you meet with Ken Antos in the
10 conference room at Maier Gutierrez and go over the
11 documents in detail?

12 **A We went over the closing documents. A**
13 **third position note would have been a due**
14 **diligence document that was never provided.**

15 Q Did you ask for it?

16 **A In this email that we're looking at in**
17 **parentheses I said, "I would like to see the**
18 **existing third position note."**

19 Q And you did see it?

20 **A Let me finish my answer.**

21 Q Sorry.

22 **A It was referenced as a third position**
23 **note, as a third position loan. A third position**
24 **loan would have to be a loan to or guaranteed by**
25 **the property owner. It turns out, we found in**

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1 **discovery, that that was never the case.**

2 Q So the second bullet is effect repairs.

3 That's in the Forbearance Agreement you were
4 supposed to effect repairs; correct?

5 **A Yes, with an estimate of about \$100,000.**

6 Q Then it's maintain and provide all
7 costs --

8 **A I'm sorry. I think the final document**
9 **had \$100,000 fixed amount. This was an estimate**
10 **in this document. So it's somewhat different than**
11 **the final document.**

12 Q And I appreciate that. Obviously, it's
13 not going to be word for word. I'm just going on
14 the topics. These topics are addressed. The
15 first topic was addressed, because you paid
16 \$8,000-and-some-odd a month; correct?

17 I didn't hear an answer.

18 **A Correct.**

19 Q Thank you.

20 Repairs we talked about. Ongoing
21 maintenance we talked about. Utilities,
22 insurance, HOA dues, property taxes on a going
23 forward basis, landscaping, pool maintenance,
24 repairs to the premises, a portion of the judgment
25 necessary as additional collateral. And I want to

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1 go into this for just a minute. It says "to the
2 third lender." Now, you claim to know a lot about
3 notes and deeds of trust. How do you know you're
4 a third lender?

5 **A Third position mortgage, a third lender**
6 **would be a lender who is in the third position**
7 **against collateral.**

8 Q So there would be a first, a second, and
9 then a third; correct?

10 **A That's correct.**

11 Q And on the recorded title to 5148,
12 there's a first, City National; there's a second,
13 Northern Trust; and there's a third that's now
14 held by assignment by 5148; correct?

15 **A With the qualification that there's a**
16 **defective third.**

17 Q That's your claim. I understand.

18 **A Because there's no note, underlying note**
19 **for which that deed of trust can serve to secure.**

20 Q And then the next bullet is the earlier
21 of two years, collection of the judgment for
22 the assume and -- you know, pay off the third, and
23 assume or retire the first and second. Do you see
24 those?

25 **A I see those.**

<p style="text-align: right;">page 232</p> <p>1 Q And those terms end up in the 2 Forbearance Agreement, don't they? 3 A Correct. 4 Q And then the property tax assessments, 5 that's also in there. Okay. 6 A Correct. 7 Q Now let's look at the third lender 8 obligation. Re-age any delinquency, that was 9 done; correct? Correct? 10 A Correct to the extent that there 11 actually existed a third position note, which is 12 being disputed. 13 Q I understand. And then "Amend third 14 position note to the 'interest only' payments of 15 3.5 percent for 24 months," is that how you 16 arrived at the \$8,000-some-odd per month, sir? 17 A No. 18 Q How did you arrive at the 19 \$8,000-some-odd a month? 20 A I believe that's an interest-only 21 payment together with the tax obligation. 22 Q And is that based upon this 3.5 percent 23 APR number? 24 A I don't recall what the ultimate number 25 turned out to be, whether or not it was the one</p>	<p style="text-align: right;">page 234</p> <p>1 Q Okay. And that ended up in the 2 Forbearance Agreement; correct? 3 A In some form or fashion. 4 Q The lender did make those 24 payments; 5 correct? 6 A I'm not sure. I know there were 7 payments under the extension that were not made in 8 January, February, and March, together with late 9 fees or late payments that were not addressed to 10 this day. So the third lender, if they are in 11 fact a third lender, CBC continues to be in 12 default of the Forbearance Agreement. 13 Q Have you ever noticed a default to CBC? 14 A I didn't know of the default until we 15 got into this litigation, and it was put on the 16 record during the proceedings of this case. 17 Q You never noticed a default to CBC, have 18 you? 19 A I don't believe so. I don't believe so. 20 Q And you are aware that those payments 21 have now been made, aren't you? 22 A I'm aware that -- I believe that the 23 payments for the obligation were made, not the 24 late fees, which are part of the obligation as 25 well, which still remain outstanding, according to</p>
<p style="text-align: right;">page 233</p> <p>1 from the proposal or stated a different number. 2 Q Something along these lines, though; is 3 that fair? 4 A As I said, this was the starting point 5 for our discussion and laid a framework. 6 Q I understand. That's exactly what I'm 7 trying to get at. 8 A This was the starting point to provide a 9 framework from which to negotiate an agreement. 10 Q And then maturity date is 24 months. 11 That's what the Forbearance Agreement did; is that 12 correct? 13 A Correct, with the same provision. 14 Q And the balloon payments for 24 months, 15 that was in the Forbearance Agreement; correct? 16 A Correct, with the same provision. 17 Q And then the third lender obligation to 18 continue to service the first and second position 19 notes for a period of not more than 24 months; 20 correct? 21 A In part. It continues saying "adding 22 any protective advances past and future to its 23 third position note face balance," with the same 24 provision that there's really no third position 25 note that exists.</p>	<p style="text-align: right;">page 235</p> <p>1 City National and Northern Trust. 2 Q Do you have any proof of that? 3 A I believe I have emails from City -- 4 maybe from City National, definitely from Northern 5 Trust. 6 Q Have you produced them in this case? 7 A I don't know if they've been produced 8 yet. 9 Q Thank you. 10 So let's go to the paragraph where it 11 says, "My thought is that this proposal gets the 12 third lender a full recovery of its note balance 13 plus all protective advances, past and future, 14 interim task flow, provides interim additional 15 full collateral, given the current value of the 16 property. Third position lender is currently" -- 17 it says unsecured. I think you mean 18 under-secured. You wrote that; correct? 19 A I believe so. 20 Q "As to the seller, he gets out from 21 under a potential deficiency judgment from the 22 third position lender, unburdens himself from any 23 additional assets that may have been pledged." 24 You wrote that as well? 25 A Same, with the qualifier that there was</p>

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1 **a belief that there was actually a third position**
2 **loan.**

3 Q So is there any part of the forbearance
4 structure that's not covered by this?

5 **A This document doesn't provide for a**
6 **pledge of the stock by SJC.**

7 Q It doesn't provide for the pledge of
8 anybody's stock, does it?

9 **A No, it does not.**

10 Q It doesn't talk about SHAC in any way,
11 does it?

12 **A No.**

13 Q Except that it says, "Add SHAC as a
14 joint tenant with rights of survivorship on the
15 deed." Do you see that?

16 **A Where are you looking?**

17 Q Owner/seller's obligation.

18 **A Oh, okay. Yeah, then it does. It does**
19 **address SHAC.**

20 Q So this contemplates a transfer of the
21 property; right?

22 **A Without a pledge of the stock to the**
23 **recipient of that transfer.**

24 Q It doesn't talk about that at all, does
25 it?

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1 **A No.**

2 Q But it does talk about additional
3 collateral and assurance of payment; correct?

4 **A For a third position mortgage, yes,**
5 **which turned out not to exist.**

6 Q And it sets out the exact amounts in
7 other documents; correct?

8 **A For what's supposed to be a third**
9 **position mortgage, which turned out not to exist.**

10 Q I understand, sir.

11 MR. MUSHKIN: So it's 11:00. We're
12 going to break now so you can have your call.
13 We'll pick up again at 12:00.

14 (Lunch Break taken from 11:00 a.m.
15 to 12:26 p.m.)

16 BY MR. MUSHKIN:

17 Q Mr. Bloom, when we left off we were
18 going through a comparison from the Forbearance
19 Agreement to that initial deal structure that you
20 proposed. Is that a fair description of the two
21 documents?

22 **A Correct, I believe so.**

23 Q Okay. So, and we went through and saw
24 that most of the terms -- or almost all the terms
25 from the one document ended up in the forbearance

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1 agreement. There is a subsequent document to the
2 Forbearance Agreement. If you remember, we went
3 through the Forbearance Agreement, we went through
4 Exhibit B and all of the attachments to the
5 Forbearance Agreement. Do you recall that?

6 **A We went through the Forbearance**
7 **Agreement, and we went through the subsequent --**
8 **we went through the attachments. Have we gone**
9 **through the subsequent document that you're**
10 **referring to?**

11 Q What I'm trying to do is make sure we've
12 gone through them all and get to exactly that,
13 because I don't think we've actually looked at the
14 Amended Forbearance Agreement or the amendments to
15 the Forbearance Agreement, but I want to get to
16 that for just a few minutes.

17 **A Okay.**

18 Q But I'm going to sort of tick them off
19 real quickly to make sure that you recall that
20 we've talked about them. And the Forbearance
21 Agreement that's dated the 27th day of September
22 of 2017; is that correct?

23 **A I'm not sure of the date from**
24 **recollection, but I'll accept your representation,**
25 **because you have the document in front of you.**

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1 Q And we talked about the Forbearance
2 Agreement in detail?

3 **A We did talk about the Forbearance**
4 **Agreement.**

5 Q Great.

6 Now, when you executed this Forbearance
7 Agreement, you got a whole package of documents;
8 is that fair to say?

9 **A Yes, necessarily to execute the**
10 **agreements.**

11 (Reporter clarification.)

12 **A Those agreements would be part of a**
13 **package of documents.**

14 Q And we have referred to that in emails
15 and in discussions as to closing documents; is
16 that a fair description?

17 **A I believe so.**

18 Q Okay. So the first document was the
19 Forbearance Agreement. And do you recall if the
20 Articles of Organization were attached as Exhibit
21 **A to the Forbearance Agreement?**

22 **A Is there an exhibit you want to pull up**
23 **that we can reference?**

24 Q Sure. You don't have any independent
25 recollection?

<p style="text-align: right;">page 240</p> <p>1 A I don't remember what documents 2 constituted the closing documents. 3 Q All right. We'll go through them, 4 because that's exactly what I want to do. 5 Yeah, this is the clumsy part of this. 6 A Are we going to authenticate the 7 documents; is that what we're doing? 8 Q Not even to authenticate them. We're 9 not even arguing about authentication. I just 10 want to identify the closing documents, that you 11 got them all at once, you know, on the 27th of 12 September when this thing was executed, or 13 thereabouts. 14 Do you see the Forbearance Agreement? 15 Mr. Bloom, can you see the Forbearance Agreement? 16 A I answered I do. 17 Q I'm sorry. I'm sorry. We didn't hear a 18 thing. 19 Now to page 34 -- I'm sorry, not 34, to 20 page 26. I'll represent to you that in my 21 documents marked as 000026 is Exhibit A to the 22 Forbearance Agreement, the Articles of 23 Organization of Spanish Heights Acquisition 24 Company. Do you see those? 25 A I see those.</p>	<p style="text-align: right;">page 242</p> <p>1 Q It's referenced in the Forbearance 2 Agreement. 3 Okay. Let's go to the next document, 4 which is the Pledge Agreement. We spent a little 5 time on the Pledge Agreement. You can see it's 6 signed by Spanish Heights. And you believe this 7 was -- I'm sorry. 81. I apologize. I was 8 cruising, trying to get through it fast. Do you 9 recall this document, same date? This is part of 10 that closing package; is that correct? 11 A I believe so. 12 Q Thank you. 13 The next document is at 93. That's the 14 Security Agreement? 15 A It appears to be Assignment of Rents. 16 Q 93? 17 A Now I have the Security Agreement up. 18 Q I'm sorry. I went a little fast. I 19 went past one. Let's go back to 90. Assignment 20 of Rents of the same date, is that also part of 21 the package of closing? 22 A I believe so. 23 Q And the next document at 93 is the 24 Security Agreement? 25 A I believe so. Yes, I see the document.</p>
<p style="text-align: right;">page 241</p> <p>1 Q And do you believe that you received 2 those as part of the closing package? 3 A No. Well, I don't know if they were 4 part of the closing package or not. I would not 5 have received them. I would have provided them, 6 but I don't remember if it's part of the closing 7 package. 8 Q Let's take a look at the next document 9 which is page 34. Do you recall this Limited 10 Liability Company Agreement? 11 A I do. 12 Q And did you provide this as part of the 13 closing documents? 14 A I believe so. 15 Q Okay. Let's go to the next document. 16 Let me make sure there's not something else in 17 here, but I think that's -- 18 Now, the next document in the documents 19 that I have is something called Exhibit B to 20 Forbearance Agreement. Do you see this document? 21 A I see the first page of this document, 22 yes. 23 Q Okay. And do you recall that this was 24 part of the closing documents? 25 A I believe so.</p>	<p style="text-align: right;">page 243</p> <p>1 Q And it's a part of that closing package; 2 is that fair? 3 A I believe so. 4 Q Thank you. 5 Now, the next document is a Payment 6 Direction Letter. Do you see that document? 7 A Yes, I do. 8 Q Do you recall providing this document? 9 A I believe I did, although I don't 10 recall, but I believe I did. 11 Q Do you know what this document is? 12 A Yes. It's a direction to Maier 13 Gutierrez's as the attorneys for First 100 as to 14 the disbursement of funds from judgment debtor. 15 Q Thank you. Let's go to 105. Do you see 16 this document, the personal guarantee document? 17 A I do see it. 18 Q Is that also part of the closing 19 package? 20 A I believe so. 21 Q And same as 18, which is one is his and 22 one is hers? 23 A Correct. 24 Q Okay. And this was all part of that 25 package; correct?</p>

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1 **A I believe so.**
2 Q And then the final personal guaranty is,
3 if you look, the trustees now execute a personal
4 guaranty on the 27th. Do you see that? Signature
5 page, guarantor, trustee Kenneth Antos?
6 **A I do see it.**
7 Q Thank you.
8 The next document is at 114. We talked
9 about this very briefly. This is the lease, and I
10 believe you testified that you provided this
11 lease?
12 **A I believe so.**
13 Q And again, part of the closing package?
14 **A I believe so.**
15 Q Okay. Now we'll get to that document
16 we've been referring to that we really haven't
17 spent any time on, and that's at 146, and that's
18 the Amendment to the Forbearance Agreement; is
19 that correct?
20 **A It appears to be.**
21 Q And I just want to make sure. If you'll
22 go to page -- well, we'll take you to the page.
23 How's that? And that is -- on page 8, is
24 Mr. Otter's signature; is that correct? Sorry.
25 There's Mr. Otter's signature, and then at the

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1 bottom of the next page is Spanish Heights and SJC
2 Ventures; correct?
3 **A It appears to be.**
4 Q Okay. So do you recall seeing this
5 document?
6 **A I believe so.**
7 Q And did you understand it at the time
8 that you signed it?
9 **A To the extent that I understood what I**
10 **believed it to be, yes.**
11 Q So are there, other than this claim that
12 you've made that somehow the mortgage doesn't
13 exist, other than that, were there any
14 misrepresentations or parts of this document that
15 you did not understand?
16 **A To the best of my knowledge, no,**
17 **although I would reserve modifying that answer**
18 **subject to continued discovery.**
19 Q Well, then we're going to have to go
20 through it. So you understand the date is
21 December of '19; correct?
22 **A What date?**
23 Q The date that you enter into the
24 Amendment Forbearance Agreement?
25 **A Yes.**

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1 Q And you see where in the second -- in
2 the first whereas it references the
3 September 27th agreement?
4 **A Correct.**
5 Q In there it references that the
6 Forbearance Agreement expired on or about
7 August 31 of '19. Do you see that?
8 **A That's in a subsequent.**
9 Q The next whereas?
10 **A Yes.**
11 Q Okay. And the subject of this
12 execution, the parties desire to extend the
13 forbearance period until March 31st, 2020. Do you
14 see that?
15 **A No.**
16 Q It's the next whereas, "Whereas, subject
17 to the terms of this extension." Did I say
18 execution?
19 **A You did.**
20 Q Extension, "The parties desire to extend
21 the forbearance period until March 31, 2020." Do
22 you see that?
23 **A Yes, I see that.**
24 Q And was that the agreement at the time?
25 **A To the best of my understanding, yes.**

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1 Q Under paragraph 1A, there were
2 conditions to the extension. Do you see those?
3 **A I see the top of the page, yes.**
4 Q Do you see the conditions to extension?
5 **A I do.**
6 Q And the first one is "The Forbearance
7 Agreement shall remain in effect." That's pretty
8 standard; is that correct?
9 **A Yes.**
10 Q The next one is "The K & S Trust,
11 Kenneth Antos and Sheila Antos as trustees of the
12 Living Trust and as personal guarantors of the
13 Secured Promissory Note, collectively 'the Antos
14 parties,' SHAC and SJCVC represent and warrant they
15 are not in default of the Forbearance Agreement or
16 any of the related agreements." Do you see that?
17 **A I do.**
18 Q And did you make that representation at
19 the time?
20 **A To the extent the document speaks for**
21 **itself, that paragraph appears to make that**
22 **representation.**
23 Q The next one is "SHAC and SJCVC continue
24 to be limited liability companies," and we, of
25 course, know that to be true; is that also true?

<p style="text-align: right;">page 248</p> <p>1 A That is true, correct.</p> <p>2 Q "The Antos parties and the SJCVC parties</p> <p>3 represent they have no knowledge of any other</p> <p>4 lenders have undertaken efforts to enforce any</p> <p>5 rights related to the property." So at this time</p> <p>6 the first and second had not taken any collection</p> <p>7 action; is that correct?</p> <p>8 A That is correct.</p> <p>9 Q Now, the next one says, "The Membership</p> <p>10 Pledge Agreement executed by SJCVC and the Antos</p> <p>11 parties shall remain in effect, and the execution</p> <p>12 of this amendment shall not be considered a waiver</p> <p>13 of CBCI's rights under the Membership Pledge</p> <p>14 Agreement." Do you see that?</p> <p>15 A I do see the paragraph.</p> <p>16 Q And it says SJCVC, doesn't it?</p> <p>17 A It says SJCVC.</p> <p>18 Q Thank you.</p> <p>19 Number 6 says, "SHAC will provide CBCI</p> <p>20 with evidence of homeowner's insurance that is</p> <p>21 effective through March 31, 2020." It says that;</p> <p>22 is that correct?</p> <p>23 A It does say that.</p> <p>24 Q And did you ultimately provide that</p> <p>25 proof of insurance at my request? Is that another</p>	<p style="text-align: right;">page 250</p> <p>1 fund, the judgment collection, or personal funds.</p> <p>2 Is it your testimony that you did not have access</p> <p>3 to enough money to make the balloon payment on</p> <p>4 March 31st of 2020?</p> <p>5 A Objection as to it misstates testimony</p> <p>6 and misstates the documents.</p> <p>7 In reference to those three sources of</p> <p>8 funds, it's for the \$150,000 reserve account, not</p> <p>9 for the payment of the balloon payment.</p> <p>10 Q So at the time of the -- well, you</p> <p>11 didn't answer my question. Did you have access</p> <p>12 to -- I'll ask the question three ways. Did SJCVC</p> <p>13 have enough money to make the balloon payment on</p> <p>14 March 31st, 2020?</p> <p>15 A Not from the sources which it chose to</p> <p>16 utilize, so we were negotiating an extension at</p> <p>17 that point.</p> <p>18 Q Did SHAC have enough money to make the</p> <p>19 balloon payment?</p> <p>20 A Not from the sources anticipated to be</p> <p>21 utilized or preferred to be utilized, so we were</p> <p>22 in negotiations to extend the term of the</p> <p>23 forbearance.</p> <p>24 Q And did First 100 have the money to</p> <p>25 retire the balloon payment due?</p>
<p style="text-align: right;">page 249</p> <p>1 yes I didn't hear?</p> <p>2 A Yes, I did.</p> <p>3 Q Sorry.</p> <p>4 Now, the next one is number 7, "The</p> <p>5 payment of the balloon payment described in</p> <p>6 Exhibit B to the Forbearance Agreement shall be</p> <p>7 due on March 31st, 2020." Do you see that?</p> <p>8 A Yes.</p> <p>9 Q And did you make that payment on</p> <p>10 March 31st, 2020?</p> <p>11 A We did not.</p> <p>12 Q And was there any lawsuit pending on</p> <p>13 March 31st, 2020?</p> <p>14 A None that I can recall.</p> <p>15 Q Why didn't you pay?</p> <p>16 A We were still in discussions for a</p> <p>17 second extension because First 100 had not</p> <p>18 monetized its judgment yet to do the</p> <p>19 distributions, which would be the source of funds</p> <p>20 to monetize what we believed at the time to have</p> <p>21 been a third mortgage, that we later found out</p> <p>22 does not exist.</p> <p>23 Q I just want to be clear, because the</p> <p>24 agreement and the emails had representations that</p> <p>25 there were three sources of funds, the litigation</p>	<p style="text-align: right;">page 251</p> <p>1 A I would object to the question as to</p> <p>2 relevance and the probability that it would lead</p> <p>3 to discovery information.</p> <p>4 That said, not from the sources from</p> <p>5 which it anticipated making distributions on the</p> <p>6 collection of the judgment to make such a payment.</p> <p>7 Q Anywhere in the executed documents does</p> <p>8 it say that you have only those sources of funds</p> <p>9 to pay the obligation that you signed for?</p> <p>10 A I don't think those sources of funds</p> <p>11 relate to the payment of any obligation other than</p> <p>12 the reserve account that was contemplated and</p> <p>13 subsequently abandoned in favor of a prepayment</p> <p>14 for those amounts that were to be paid out of the</p> <p>15 reserve account over the course of the year.</p> <p>16 Q Not quite sure I understand your answer,</p> <p>17 so I'll ask my question a slightly different way.</p> <p>18 Is there anywhere in the documents where</p> <p>19 it says that the holder of the note has to accept</p> <p>20 payment from only those sources?</p> <p>21 A Not that I'm aware.</p> <p>22 MS. BARRAZA: Objection. Form.</p> <p>23 A Not that I'm aware of.</p> <p>24 Q Thank you.</p> <p>25 So let's go back to page 3, item 7 --</p>

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1 item 8. Item 8 says, "The parties acknowledge the
2 extension of the Lease Agreement." Is that
3 correct?
4 **A That's correct.**
5 Q And number 9, "the Membership Pledge
6 Agreement executed by SJC and the Antos shall
7 remain in effect." Is that what the next one
8 says?
9 **A Well, that's what the next paragraph**
10 **represents. There is no membership Pledge**
11 **Agreement as executed by SJC, just the Antos --**
12 **not the Antos Trust either. Oh, no, wait. The**
13 **Antos Trust is a signatory, but SJC did not**
14 **execute a membership Pledge Agreement.**
15 Q When you signed --
16 **A I'm sorry. Let me finish my answer,**
17 **please.**
18 **Notwithstanding the representation of**
19 **that paragraph.**
20 Q So when you signed this paragraph, did
21 you believe it to be true?
22 **A When I signed this document, I didn't**
23 **sign this paragraph. When I signed --**
24 Q You are right. When you signed this
25 document, did you believe this paragraph to be

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1 true?
2 **A I don't think I read this paragraph**
3 **fully to understand that it was representing that**
4 **an SJC execution was on the Membership Pledge**
5 **Agreement, because clearly it's not.**
6 Q But you do remember that the Pledge
7 Agreement recites 100 percent of the membership
8 interest?
9 **A I also remember that SJC is not a**
10 **signatory, that it signed a security agreement to**
11 **apportion a portion of its distribution from its**
12 **judgment in lieu of the Membership Pledge**
13 **Agreement which was originally contemplated.**
14 Q So, Mr. Bloom, I appreciate that you
15 want to keep telling your story, but that isn't
16 responsive to my question.
17 MR. MUSHKIN: Ms. Court Reporter would
18 you read my question back to him.
19 (Record read.)
20 **A Do I remember that? No, I don't**
21 **remember that.**
22 Q 81. So we've identified this document
23 previously, Mr. Bloom. I'd like to point your
24 attention to the parties. The very first page
25 says this agreement is made by Kenneth and Sheila

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1 Antos Living Trust, SJC Ventures, LLC,
2 collectively the pledgors, and CBC Partners I,
3 secured party or CBCI. Do you see that?
4 **A Yes, I see the Pledge Agreement unsigned**
5 **by SJC includes SJC.**
6 Q Sir, you can keep saying that over and
7 over again, but you're just going to waste time.
8 We're going to be here for three days going
9 through these documents. You're just wasting
10 time.
11 **A You have seven hours by the court order.**
12 Q I have 21 hours, sir. I have three
13 depositions, two 30(b)(6) and one of you
14 individually. And if you force me to, I will take
15 all 21 hours. I'm trying to get through it. If
16 you'll just answer my questions, you can -- your
17 attorney can have you answer questions all you
18 want, but throwing in nonresponsive answers to my
19 questions -- I just want to get through the
20 documents. Okay?
21 Here's my question: Doesn't it recite
22 that SJC Ventures -- got it right for once -- is a
23 party to the Pledge Agreement?
24 MS. BARRAZA: Objection. The document
25 speaks for itself.

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1 You can answer.
2 **A I would reiterate and incorporate my**
3 **previous answer, which I believe is responsive.**
4 Q Sir, it's a yes or no answer. Is that
5 what it says on the page? Yes or no?
6 **A The Pledge Agreement that's unsigned by**
7 **SJC mentions SJC, yes.**
8 Q Now, but it is signed by Jay Bloom,
9 isn't it?
10 **A In an official capacity for an entity,**
11 **not an individual.**
12 Q Let's take a look at the fourth whereas.
13 "Whereas, the Forbearance Agreement provides that
14 several conditions must be satisfied before CBCI
15 agrees to forbear from exercising its rights and
16 remedies under the Forbearance Agreement. In
17 particular, one of the conditions requires the
18 Antos Trust and SJC and SJC have agreed to pledge all
19 right, title, and interest in and to 100 percent
20 of its membership interest in Spanish Heights
21 Acquisition Company to secured party pursuant to
22 this agreement." Do you see that?
23 **A This Pledge Agreement that's unsigned by**
24 **SJC, I see the language that SJC is pledging**
25 **100 percent of its membership interest in Spanish**

<p style="text-align: right;">page 256</p> <p>1 Heights Acquisition Company together with the 2 Antos Trust. 3 Q Thank you. 4 Now to 148 again. Now, in this 5 paragraph 9, it says, "The Membership Pledge 6 Agreement executed by SJC and the Antos Trust 7 shall remain in effect, and the execution of this 8 Fifth Amendment shall not be considered a waiver 9 as CBCI's rights under the Membership Pledge 10 Agreement." Do you see that provision? 11 A In the unsigned Pledge Agreement I see 12 the provision that represents -- misrepresents 13 that it's executed by SJC or misstates that it's 14 executed by SJC, and to the extent that CBC has 15 rights under a pledge agreement that's unsigned by 16 a party, CBC is not to be considered to waiving 17 those rights, yes. 18 Q Now, you do remember that the 19 Forbearance Agreement called out that very same 20 term? Do you recall that? 21 A I do not. 22 Q Well, all right. Let's go back to the 23 Forbearance Agreement. Let's go to page 5. So do 24 you see where it talks about recitals and that the 25 Antos parties and SJC parties acknowledge the</p>	<p style="text-align: right;">page 258</p> <p>1 Q Well, is it your testimony that SJC 2 Ventures did not obligate itself pursuant to this 3 Forbearance Agreement? 4 A It obligated itself under a 5 misrepresentation upon which it relied -- 6 Q I -- 7 A Mr. Mushkin, you have to let me finish 8 my answer. 9 It obligated itself to certain 10 obligations under this Forbearance Agreement, did 11 not obligate itself to the Antos parties, and 12 those obligations were undertaken based on a 13 misrepresentation that a third position mortgage 14 existed, which we later found out it does not. 15 Q So you keep adding this new defense of 16 yours, and I appreciate that you want to say it 17 over and over again, but it doesn't get us through 18 this deposition. It's a non sequitur, sir. All I 19 want -- you can keep saying it. We'll be here for 20 21 hours. 21 So I just want to understand what your 22 defense is, and I don't -- you're just not 23 answering my questions. You're repeating 24 something that is not responsive. You just said 25 in this last answer that you did not obligate</p>
<p style="text-align: right;">page 257</p> <p>1 recitals set forth above are true and correct and 2 accurate? Do you see that? 3 A I do. I do. 4 Q So SJC is a party -- I'll show you 5 their signatory later. SJC is a party and 6 acknowledges the contents of the recitals; is that 7 correct? 8 A Which agreement is this? 9 Q This is the Forbearance Agreement. 10 A Correct. 11 Q And let me take you to the back real 12 quick so you can see that you signed it. Take a 13 look at 25. SJC Ventures signed this document. 14 Do you see that? 15 A I do. 16 Q All right. Now, the recitals are all of 17 those pages leading up to page 5. So there's four 18 pages of these recitals. Did you read this 19 document before you signed it? 20 A I'm sure I skimmed the document. 21 Q B1, Amended Note and Events of Default. 22 All right. Now, this sets out the obligation; is 23 that fair to say? 24 A It's fair to say that it sets out the 25 Antos parties' obligation to CBC.</p>	<p style="text-align: right;">page 259</p> <p>1 yourself to the Antos. Did you mean to say that? 2 A What I said is that SJC did not obligate 3 itself to the Antos parties -- or for the Antos 4 parties' obligation to CBCI. 5 Q Then how did you get your interest in 6 SHAC? 7 A SJC obligated itself -- well, SJC 8 obligated itself for the obligations of the Antos 9 Trust in exchange for its interest, the Antos 10 Trust interest in property which it conveyed to 11 SHAC. 12 I mean, you keep confusing the parties 13 and mixing up the parties. When you do get the 14 names right, you convolute the Antoses 15 individually, the Trust, SJC, SHAC. You use them 16 interchangeably, but they're not. They're 17 separate entities. 18 Q Mr. Bloom, the only parties that I 19 reviewed collectively are the parties to the 20 Forbearance Agreement, and in the Forbearance 21 Agreement and all of the documents associated with 22 it that follow the structure of the deal that you 23 created, an entity is created to accept title to 24 the house. SJC obligates itself to retire the 25 CBCI note. That's what all these documents say.</p>

<p style="text-align: right;">page 260</p> <p>1 You just acknowledged it. You acknowledge it with 2 a defense that somehow you were misrepresented. 3 That you can tell to the court. I get it. But 4 there's no confusion about the documents. You've 5 already testified that you're not arguing about 6 the authentication of the documents. Are you now 7 arguing about authentication of the documents? 8 A No. 9 Q Okay. So the documents are -- you said 10 about a hundred times the document speaks for 11 itself. You've used that as a response to my 12 questions over and over, haven't you? 13 MS. BARRAZA: Is this a question to this 14 deposition? What is the point of asking that? 15 What's the question here? 16 MR. MUSHKIN: Because his testimony 17 keeps changing, Counsel. I want to make sure what 18 this man is saying. I am not clear. 19 MS. BARRAZA: So what are you -- 20 MR. MUSHKIN: I'm trying to figure out 21 what your defense -- until I figure out what the 22 defense is -- you've named no expert witness. 23 You've named nobody else except my people. So I 24 need to understand what this guy is going to 25 testify to at the time of trial.</p>	<p style="text-align: right;">page 262</p> <p>1 individually, the Antoses as trustee, and the 2 Trust. 3 MS. BARRAZA: Objection. Document 4 speaks for itself. 5 You can answer. 6 A The document sets forth certain 7 obligations, but you seem to keep trying to impute 8 obligations among all parties for every 9 obligation, and that's just not what the document 10 says. That's not what exists. 11 Q Well, I'm not really sure what you just 12 said, except the first part of your answer I 13 believe was a yes to my question, that there are 14 obligations of SJC Ventures to each of the Antos 15 parties created by the Forbearance Agreement. 16 MS. BARRAZA: Is that a question? 17 MR. MUSHKIN: Yes, it's a question. 18 A I'm not sure I heard a question in your 19 statement. 20 Q Isn't it true that the Forbearance 21 Agreement creates obligations from SJC Ventures to 22 the Antoses individually, the Antoses as trustees, 23 and the Antoses on behalf of the trust. 24 MS. BARRAZA: Objection. The document 25 speaks for itself.</p>
<p style="text-align: right;">page 261</p> <p>1 MS. BARRAZA: So is that the question? 2 MR. MUSHKIN: Well, now I don't know 3 what the question is. The court reporter can read 4 back my last question. 5 (Record read.) 6 MR. MUSHKIN: Thank you. That was my 7 last question. 8 BY MR. MUSHKIN: 9 Q Now, is it your testimony, that the 10 Forbearance Agreement does not create an 11 obligation of SJC Ventures to the Antos 12 individually and to the Antos Trust? 13 A Objection. That's a compound question. 14 If you want to rephrase it into pieces. 15 Q No. 16 A Compound question. 17 Q Well, your attorney didn't object. 18 MS. BARRAZA: My client can respond to 19 the extent he understands the question. 20 BY MR. MUSHKIN: 21 Q Do you understand the question? 22 A Would you repeat the question. 23 Q Is it your testimony that the 24 Forbearance Agreement does not create an 25 obligation from SJC Ventures to the Antoses</p>	<p style="text-align: right;">page 263</p> <p>1 You can answer. 2 A No. 3 Q Why not? 4 A Several reasons. Because you use "and," 5 and it doesn't bring out the same obligations to 6 the same parties. Second of all, it's based on 7 fraudulent misrepresentation that... 8 (Reporter clarification.) 9 Several reasons. One, your question 10 used the word "and," and the company does not have 11 obligations to all the parties you asked and does 12 not have the same obligations to those parties to 13 which it does have obligations. 14 Second of all, the obligations were 15 undertaken or assumed based on a fraudulent 16 misrepresentation that there was the existence of 17 a third mortgage which through the process of this 18 litigation's discovery we have come to learn does 19 not exist. Instead, it's a commercial note to a 20 restaurant that's unrelated to the property. 21 THE WITNESS: Is the volume okay, Cari? 22 THE COURT REPORTER: Yes, that's 23 perfect. If you could just keep it right there. 24 That's great. Thank you. 25 BY MR. MUSHKIN:</p>

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1 Q So, Mr. Bloom, what obligations did SJC
2 Ventures undertake to the Antoses individually?
3 A **I don't believe there are obligations to**
4 **the Antoses individually.**
5 Q And what obligations did it undertake to
6 the Antoses as trustees?
7 A **I don't believe there's an obligation to**
8 **the Antoses as trustees.**
9 Q And what obligation did it undertake to
10 the Antos Living Trust?
11 A **SJC's obligation to the Antos Living**
12 **Trust, assuming the Antos Living Trust obligation**
13 **under a third mortgage that later turned out not**
14 **to exist but instead a commercial loan to a**
15 **restaurant, for which loan the Antos Trust is not**
16 **a borrower nor a guarantor.**
17 Q And was that promise made to obtain your
18 interest in SHAC -- SJC's interest in SHAC --
19 SCJ -- I can't keep it straight. SJC. Was that
20 obligation undertaken as consideration for
21 obtaining your interest in SHAC?
22 A **Not sole consideration. Consideration**
23 **was also provided through repairs effectuated to**
24 **the premises, together with payments to CBCI and**
25 **assumption of certain third-party payments which**

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1 **SHAC undertook.**
2 Q And as a part of that, there was an
3 operating agreement executed that's a part of the
4 closing package; correct?
5 A **Correct.**
6 Q And within that operating agreement, you
7 have the right to purchase the rest of the
8 interest in SHAC upon full payment of the
9 obligation to CBCI; is that correct?
10 A **I believe so.**
11 Q And is it your testimony that you no
12 longer owe anything to CBCI?
13 MS. BARRAZA: Objection. Form.
14 A **Yes.**
15 Q And you no longer owe anything to the
16 Antos Trust?
17 A **Correct.**
18 Q And you no longer owe anything to Ken
19 and Sheila Antos individually?
20 A **Correct.**
21 Q So how is it that you will obtain the
22 remaining 49 percent in SHAC?
23 MS. BARRAZA: Objection. Form.
24 A **Well, given that CBC no longer holds the**
25 **note, then there's nothing due to CBC. So I**

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1 **imagine there's going to be a series of**
2 **negotiations for the acquisition of that**
3 **percentage interest with a subsequent owner, or we**
4 **just maintain the equity positions as is.**
5 Q So is it your testimony that you have no
6 intention of paying any funds pursuant to these
7 agreements?
8 MS. BARRAZA: Objection. Form.
9 A **It's my intention to pay every dollar**
10 **that's actually due.**
11 Q When?
12 A **Getting into settlement discussions?**
13 Q You said you were going to pay. I want
14 to know when.
15 A **I don't believe there's any money**
16 **actually due.**
17 Q That's what I asked you before. Is it
18 your intention to pay zero?
19 A **It's my intention to pay what is due.**
20 Q How much is due?
21 A **The Antoses individually as guarantors**
22 **and the restaurants owe whatever the face value of**
23 **the commercial loan is. The Antos Trust never**
24 **assumed that debt, and SJC Ventures took on the**
25 **obligation of the Antos Trust. So the answer is**

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1 **zero. That's what the note is worth.**
2 Q You're nothing if you're not bold.
3 Okay. Let's go back to --
4 A **I hope you understand the answer now.**
5 Q I think I understand now that you think
6 you owe zero.
7 A **Yeah, the restaurant that's the borrower**
8 **owes the face amount of the note.**
9 Q What about the --
10 A **The Antoses -- the Antoses --**
11 Q Hang on. Hang on. I don't mean to
12 interrupt you, but you don't have to tell me
13 again. I heard it the first time.
14 But what about the agreement in the
15 Forbearance Agreement that caused CBCI to pay the
16 first and the second for 30-some months? You're
17 not going to -- you don't think you have to pay
18 for the post-forbearance advances made based on
19 the Forbearance Agreement?
20 A **I think the restaurant that's the**
21 **borrower should pay that, and I think that the**
22 **Antoses individually that are guarantors should**
23 **pay their debt.**
24 Q But SHAC had the property. SHAC owned
25 the property the entire time. SHAC enjoyed the

<p style="text-align: right;">page 268</p> <p>1 benefit, and you lived in the house, and your 2 testimony is you shouldn't have to pay those 3 payments? 4 A That's not true. 5 Q What's not true? 6 A The fact that your representation that 7 SHAC owned the property the entire time. A lot of 8 the protective advances were prior to the 9 transaction. 10 Q I'm only talking about the last 30 11 months. I'm talking about specifically the 12 advances made pursuant to the Forbearance 13 Agreement. Your testimony is you pay zero? You 14 don't even have to make the payments that were 15 advanced on your behalf as SHAC? 16 A They weren't advanced on my behalf. 17 They were protective interest to protect CBC's 18 interest from the first and second mortgage, 19 because CBC felt that it had an interest in the 20 property. 21 Q And you contracted for that to be done 22 in the Forbearance Agreement; correct? 23 A When I was told that there was a third 24 mortgage -- 25 Q Oh, here we go again.</p>	<p style="text-align: right;">page 270</p> <p>1 for the Antos Trust conveying the property. 2 Some of those obligations have been met 3 because they're legitimate. And the commercial 4 loan to a restaurant is not an obligation of the 5 Antos Trust. You and I are going to disagree 6 about that, and it's going to go to a judge or a 7 jury, and we'll figure it out eventually. 8 Q Are you done now? 9 A I am. 10 Q So on or about the 27th of September of 11 2017, SHAC was formed; correct? 12 A Correct, yes. 13 Q And on or about that date, the Antos 14 Trust conveyed the property that is 5128 15 Spanish -- 5148 Spanish Heights Drive into SHAC; 16 correct? 17 A Correct. 18 Q And that was contemplated in the 19 Forbearance Agreement, correct, and the closing 20 documents; correct? 21 A Correct. 22 Q As a part of those documents, one of the 23 contract terms was for CBCI to make payments on 24 the first and second mortgage; correct? 25 A Correct.</p>
<p style="text-align: right;">page 269</p> <p>1 A I'm sorry. You've got to let me finish 2 my answer, Mr. Mushkin. 3 I was told there was a third mortgage 4 that they would be protecting, yes, but as long as 5 the trust doesn't have an obligation, because it's 6 not a borrower and it's not a guarantor, then 7 SJC's obligation to pay the trust interest -- the 8 trust obligation, which is zero, means SJC's 9 obligation is zero. 10 Now, that doesn't mean the note is 11 extinguished. Right? And there are other 12 arguments that it should be extinguished, the 13 doctrine of merger and the one-action rule should 14 prevent the foreclosure. 15 (Reporter clarification.) 16 A The doctrine of merger argued that it 17 should be extinguished, if it is an actual 18 legitimate note. And the one-action rule prevents 19 any further collection activity beyond the taking 20 of the equity from the Antos Trust. 21 But in terms of -- in terms of what 22 we're talking about here, setting aside those 23 arguments, no, the Antos Trust is not a borrower. 24 The Antos Trust is not a guarantor. And SJC took 25 on the obligations of the Antos Trust in exchange</p>	<p style="text-align: right;">page 271</p> <p>1 Q And it's your testimony that SJC is not 2 obligated to make those advance payments to CBCI? 3 A Correct, insofar as the obligation falls 4 on the restaurants as the borrower of the note 5 against which protective advances are being made, 6 and Antos individually at the guarantor. 7 Q You don't argue that it was disclosed to 8 you that the borrower was KCI Investments; 9 correct? 10 A I do not argue that one of the borrowers 11 was KCI Investments. 12 Q And the other was Preferred Brands, 13 Inc.; correct? 14 A Correct. 15 Q It was disclosed in the very beginning 16 to you; correct? 17 A Correct. 18 Q I certainly don't understand, sir. I do 19 not understand the difference. We'll see what the 20 judge says. 21 Okay. So now let's go back to the 22 Amended Forbearance Agreement. Let's go back to 23 the Amended Forbearance Agreement. So as of 24 December of '19, you don't know anything about 25 this note not being valid; is that fair?</p>

<p style="text-align: right;">page 272</p> <p>1 A Correct. Yes, correct.</p> <p>2 Q And it's your testimony that you only</p> <p>3 learn about it in the litigation; is that what</p> <p>4 you're testifying to?</p> <p>5 A Correct.</p> <p>6 Q What did you -- what document did you</p> <p>7 learn in the litigation that somehow leads you to</p> <p>8 believe that the note is not a proper obligation</p> <p>9 of the trust pursuant to the deed of trust</p> <p>10 executed?</p> <p>11 A The underlying commercial loan to the</p> <p>12 restaurant was never joined by the Antos Trust,</p> <p>13 owner of the real property by way of amendment to</p> <p>14 the note, which would incorporate the trust as</p> <p>15 either a borrower or a guarantor.</p> <p>16 (Reporter clarification.)</p> <p>17 A To date the note has not been amended.</p> <p>18 Q And by what authority do you believe the</p> <p>19 note has to be amended?</p> <p>20 A My understanding of contract law.</p> <p>21 Q I just want to make sure. We're relying</p> <p>22 on you.</p> <p>23 Have you ever looked at NRS 164.400?</p> <p>24 A No.</p> <p>25 Q So the document that we recently</p>	<p style="text-align: right;">page 274</p> <p>1 Q Okay. No problem. So you somehow think</p> <p>2 that the trust did not obligate itself; is that</p> <p>3 your testimony?</p> <p>4 MS. BARRAZA: Objection. Asked and</p> <p>5 answered.</p> <p>6 A Yes, this document, as we stated earlier</p> <p>7 in this deposition, authorizes the trust to take</p> <p>8 an action which was never undertaken.</p> <p>9 MR. MUSHKIN: Ms. Court Reporter, let's</p> <p>10 take a two-minute break.</p> <p>11 (Break taken from 1:20 p.m.</p> <p>12 to 1:27 p.m.)</p> <p>13 BY MR. MUSHKIN:</p> <p>14 Q Let's take a look at the</p> <p>15 Seventh Modification to Secured Promissory note.</p> <p>16 Can you see it now?</p> <p>17 A Yes, I can see it.</p> <p>18 Q As you can see, that was previously</p> <p>19 produced in this case as 5148 Spanish Heights</p> <p>20 000643. Did you bother to look at this one?</p> <p>21 A I don't think I've seen it.</p> <p>22 Q Why don't you take a minute and read it.</p> <p>23 A Can you scroll down. Okay. Scroll</p> <p>24 down. Okay. Scroll down. Scroll down. Okay.</p> <p>25 Scroll down. Okay. Scroll down.</p>
<p style="text-align: right;">page 273</p> <p>1 provided to you, it's up on the screen now. Do</p> <p>2 you see that?</p> <p>3 A I do.</p> <p>4 Q This document is executed, I'll</p> <p>5 represent to you, sometime in '14, December of</p> <p>6 '14, three years before your transaction. And in</p> <p>7 this document, the trust does that very thing.</p> <p>8 I'd like you to take a minute and follow with me,</p> <p>9 starting at, "The trust is validly existing under</p> <p>10 and by virtue of the laws of the State of Nevada."</p> <p>11 The trust is in force. The Antoses are the only</p> <p>12 trustees, and they "are each authorized and</p> <p>13 empowered in the name of the Trust without the</p> <p>14 approval of the other trustee, the beneficiaries,</p> <p>15 or any other person to execute and deliver a Deed</p> <p>16 of Trust, Assignment of Rents," and it recites the</p> <p>17 amount. Do you see that?</p> <p>18 A We already went through this document</p> <p>19 and had this conversation. Yes, I see that again.</p> <p>20 Q Okay. And do you understand what</p> <p>21 164.400 does under those circumstances?</p> <p>22 MS. BARRAZA: Objection. Calls for</p> <p>23 legal conclusion.</p> <p>24 A Also answered I haven't looked at that</p> <p>25 statute.</p>	<p style="text-align: right;">page 275</p> <p>1 Q I'd be mad if we had the wrong one.</p> <p>2 A Is this the wrong document?</p> <p>3 Q No, no. I just didn't remember it being</p> <p>4 this far deep in the document, but when you</p> <p>5 scroll, it doesn't go very fast.</p> <p>6 A Okay. Scroll down.</p> <p>7 Q I'm used to turning pages.</p> <p>8 A Yeah. Okay. Scroll down.</p> <p>9 Q Let's just take a minute right here. Do</p> <p>10 you see that it goes through the additional</p> <p>11 advances that were made to the borrower? Do you</p> <p>12 see that?</p> <p>13 A Although it looks like there's another</p> <p>14 borrower that joined in this -- what is it,</p> <p>15 Seventh Amendment?</p> <p>16 Q Correct.</p> <p>17 A If I recall, Dixie.</p> <p>18 Q And we'll see -- that's correct, and</p> <p>19 you'll see where the trust joins in a minute.</p> <p>20 A Okay. Okay. Okay. Okay. All right.</p> <p>21 Okay. Scroll down.</p> <p>22 Q I'm not seeing it. Where is it?</p> <p>23 A Okay. Scroll down. Okay. Scroll.</p> <p>24 Okay. Okay. All right. Okay. Okay. Okay.</p> <p>25 Okay.</p>

<p style="text-align: right;">page 276</p> <p>1 Q Do you understand what that means?</p> <p>2 A I believe I do.</p> <p>3 Q As an amendment to the note they create</p> <p>4 the deed of trust on the real property located at</p> <p>5 5148 Spanish Heights Drive. So would you like to</p> <p>6 adjust your testimony that you've given up until</p> <p>7 now?</p> <p>8 A No. I'm not seeing -- I'm not seeing</p> <p>9 the trust taking on the role of borrower or</p> <p>10 guarantor. I'm just seeing a deed of trust that</p> <p>11 guarantees and secures a zero obligation. Unless</p> <p>12 you can show me -- is there a section? I mean,</p> <p>13 maybe we can save some time. Can you show me</p> <p>14 where the trust becomes a borrower or a guarantor?</p> <p>15 Q Look at the earlier provision, a</p> <p>16 condition precedent to the advance of the</p> <p>17 funds.</p> <p>18 A Right, was the authorization, which we</p> <p>19 discussed.</p> <p>20 Q Authorization and execution and delivery</p> <p>21 of the deed of trust. And if you look forward,</p> <p>22 execution of each of the guarantors,</p> <p>23 acknowledgment of the guarantors attached hereto.</p> <p>24 Let's go to the bottom. And then if we go to the</p> <p>25 next amendment, which if you want, I'll take you</p>	<p style="text-align: right;">page 278</p> <p>1 the note. So I understand what your defense is,</p> <p>2 but respectfully, sir, as you said earlier, wasn't</p> <p>3 this all part of your due diligence before you</p> <p>4 signed the Forbearance Agreement?</p> <p>5 A I requested the note and it wasn't</p> <p>6 provided. And what I'm seeing so far is an</p> <p>7 amendment to the note signed by the borrowers,</p> <p>8 which are two restaurants.</p> <p>9 Sorry. Let me finish my answer, please.</p> <p>10 I'm not even seeing the guarantors</p> <p>11 signing the amended notes. I'm just seeing the</p> <p>12 borrowers, which are two restaurants, and</p> <p>13 certainly not the trust.</p> <p>14 And to address your previous statement,</p> <p>15 when you said they continued to advance, they</p> <p>16 advanced to the restaurants as borrowers. Just</p> <p>17 because MGM gets a loan doesn't mean that they can</p> <p>18 lien this house.</p> <p>19 Q But if MGM puts up -- but if before</p> <p>20 those advances are made MGM or a related entity</p> <p>21 puts up collateral and then the money is given,</p> <p>22 then the collateral is encumbered, sir, and all</p> <p>23 your previous ramblings about "The note wasn't</p> <p>24 amended" turn out to be false, because the note</p> <p>25 was amended to reflect the trust, and the trust</p>
<p style="text-align: right;">page 277</p> <p>1 to that one as well.</p> <p>2 A Can you go back. So I see the borrowers</p> <p>3 are KCI and Preferred Restaurant Brands. All</p> <p>4 right.</p> <p>5 Q Right.</p> <p>6 A Under CBC.</p> <p>7 Q Parties to this document.</p> <p>8 A Are there more signatures?</p> <p>9 Q Wait, we got more. Okay. This is the</p> <p>10 Certificate of Trust that's provided with it.</p> <p>11 A So that's authorizing the trust to sign</p> <p>12 as a borrower or guarantor.</p> <p>13 Q There you go. And now let's go to the</p> <p>14 next amendment. There's the deed of trust.</p> <p>15 A What is that deed of trust securing?</p> <p>16 Where is the note that the Antos Trust is a</p> <p>17 borrower on or a guarantor to?</p> <p>18 Q It recites the same note. It recites</p> <p>19 valuable consideration. Remember that they're</p> <p>20 continuing to advance, Mr. Bloom. These predate</p> <p>21 you. This deed of trust is April 26th of -- dates</p> <p>22 back to -- I'm sorry. That's the date of the</p> <p>23 trust. This is December of '14, and they're still</p> <p>24 advancing money under the credit agreement, and</p> <p>25 they're in the note. They're in the amendment to</p>	<p style="text-align: right;">page 279</p> <p>1 gave specific authority, and it was all done three</p> <p>2 years before you arrived.</p> <p>3 Now --</p> <p>4 MS. BARRAZA: Is that a question? Wait.</p> <p>5 Is that a question?</p> <p>6 MR. MUSHKIN: Yes, I'm asking him.</p> <p>7 BY MR. MUSHKIN:</p> <p>8 Q Is it still your testimony that you</p> <p>9 think the note has somehow been extinguished?</p> <p>10 A So yes and no. Yes, it is extinguished</p> <p>11 as of the doctrine of merger, and to the extent</p> <p>12 that it wasn't extinguished, it's only applicable</p> <p>13 to the borrowers. You still haven't shown me a</p> <p>14 document where the trust did anything more than</p> <p>15 authorize a transaction that never took place.</p> <p>16 But I'm not seeing an amendment to the note where</p> <p>17 the trust said, yes, the trust is now a borrower,</p> <p>18 or yes, the trust is now a guarantor. In fact,</p> <p>19 your statement that it continued to make advances,</p> <p>20 the advances went to the restaurant, not to the</p> <p>21 trust.</p> <p>22 Q Thank you, Mr. Bloom, for not answering</p> <p>23 my question.</p> <p>24 A I'm not giving you the answer that you</p> <p>25 want because it's not truthful.</p>

<p style="text-align: right;">page 280</p> <p>1 Q You're just not answering the question</p> <p>2 at all, sir. It's okay. The record will be</p> <p>3 clear.</p> <p>4 A Is there another question?</p> <p>5 Q Yes, there is. We have to get a -- due</p> <p>6 to the nature of your answer, she has to run and</p> <p>7 grab another document.</p> <p>8 So as long as we have the record</p> <p>9 running, I do want to -- I misspoke the rule. The</p> <p>10 depositions on oral examination are under rule 30.</p> <p>11 Those of us that are dinosaurs probably remember a</p> <p>12 day when it was rule 26. And the examination and</p> <p>13 cross-examination are governed by rules, and under</p> <p>14 Nevada law, a business entity must have counsel.</p> <p>15 So the only person that can make the objection is</p> <p>16 done pursuant to C)(2), "Testimony is taken</p> <p>17 subject to any objection. An objection must be</p> <p>18 stated concisely in a nonargumentative and</p> <p>19 nonsuggestive manner. A person may instruct the</p> <p>20 deponent not to answer only when necessary to</p> <p>21 preserve privilege, to enforce a limitation</p> <p>22 ordered by the court, or to present a motion under</p> <p>23 rule 30(d)(3)." And under this rule that person</p> <p>24 is the person representing, and you cannot</p> <p>25 represent yourself under a 30(b)(6). So you don't</p>	<p style="text-align: right;">page 282</p> <p>1 THE COURT REPORTER: Yes.</p> <p>2 BY MR. MUSHKIN:</p> <p>3 Q You filed a complaint in this matter;</p> <p>4 correct? "You" being Spanish Heights Acquisition</p> <p>5 Company and SJC Ventures as plaintiffs. Is that</p> <p>6 correct?</p> <p>7 A By way of counsel, those two entities</p> <p>8 filed the complaint.</p> <p>9 Q And you've sought certain relief in that</p> <p>10 complaint; is that correct?</p> <p>11 A Correct.</p> <p>12 Q And then you filed an amended -- a first</p> <p>13 amended complaint; is that also correct?</p> <p>14 A I believe so, yes. Those entities did</p> <p>15 anyway.</p> <p>16 Q And you have a claim for declaratory</p> <p>17 relief as your first cause of action; is that</p> <p>18 correct?</p> <p>19 A I don't have the complaint in front of</p> <p>20 me.</p> <p>21 Q Do you have any recollection of your</p> <p>22 complaint?</p> <p>23 A Some.</p> <p>24 Q Do you know what your first cause of</p> <p>25 action was?</p>
<p style="text-align: right;">page 281</p> <p>1 get to make objections.</p> <p>2 MS. BARRAZA: So that is not stated in</p> <p>3 the rules that he can't lodge objections.</p> <p>4 (Reporter clarification.)</p> <p>5 MS. BARRAZA: So if there's any case law</p> <p>6 that you have supporting your position, we'll look</p> <p>7 at it, but as of right now, I am not going to</p> <p>8 instruct my client not to lodge any objections he</p> <p>9 sees fit to lodge. If you have any actual</p> <p>10 authority that goes to this specific issue, we'll</p> <p>11 look at it, but for right now, he can feel free to</p> <p>12 lodge his objections.</p> <p>13 MR. MUSHKIN: You can explain it to the</p> <p>14 judge, Counsel.</p> <p>15 MS. BARRAZA: Yeah, feel free.</p> <p>16 THE WITNESS: Maybe step up Mr. Mushkin.</p> <p>17 You've got to stop that.</p> <p>18 MR. MUSHKIN: Give us just a minute.</p> <p>19 (Reporter clarification.)</p> <p>20 THE WITNESS: Can we come off the record</p> <p>21 for a minute. I have a question Danielle. It</p> <p>22 doesn't need to be private, but it doesn't need to</p> <p>23 be part of the record.</p> <p>24 (Discussion off the record.)</p> <p>25 MR. MUSHKIN: Are we back on the record?</p>	<p style="text-align: right;">page 283</p> <p>1 A Not without referencing the complaint</p> <p>2 itself.</p> <p>3 Q Have you ever seen this document before?</p> <p>4 A Yes.</p> <p>5 Q Did you review it before it was filed?</p> <p>6 A Yes.</p> <p>7 Q Let me show you what's the first cause</p> <p>8 of action.</p> <p>9 MS. BARRAZA: Can I just ask a question</p> <p>10 for clarification? Is this the mooted original</p> <p>11 complaint, or is this the amended complaint?</p> <p>12 MR. MUSHKIN: This is the amended</p> <p>13 complaint?</p> <p>14 MS. BARRAZA: Okay. Thanks.</p> <p>15 MR. MUSHKIN: First Amended Complaint.</p> <p>16 MS. BARRAZA: Thanks.</p> <p>17 MR. MUSHKIN: Danielle, can you see the</p> <p>18 document on the screen?</p> <p>19 MS. BARRAZA: Yeah, I see it now.</p> <p>20 Thanks.</p> <p>21 MR. MUSHKIN: Oh, okay.</p> <p>22 MS. BARRAZA: I just didn't look at</p> <p>23 it --</p> <p>24 MR. MUSHKIN: Sorry.</p> <p>25 MS. BARRAZA: -- when you started</p>

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1 scrolling.
 2 BY MR. MUSHKIN:
 3 Q So this is your first cause of action
 4 relating to the emergency directive; is that
 5 correct?
 6 A **Correct.**
 7 Q Is it fair to say that this cause of
 8 action has been resolved by the court?
 9 A **Yes, I believe, yes.**
 10 Q Now let's go to the second cause of
 11 action. This is CBCI's lack of rights to
 12 foreclose or evict as it admits it sold or no
 13 longer possesses the purported note. Do you see
 14 that?
 15 A **I do.**
 16 Q And is it your -- do you believe that
 17 5148 also has no right to foreclose on the note?
 18 A **Yes.**
 19 Q Why?
 20 A **One, because of the doctrine of merger;
 21 two, because the note is not applicable, as we
 22 found out it's not a third mortgage, but it's not
 23 applicable to this property because it has the
 24 pledgor, which was the Antos Trust, has no
 25 obligation to secure under a note that it never**

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1 **joined as a borrower nor guarantor; and then
 2 three, the one-action rule prevents 5148 from
 3 taking any further action beyond its
 4 predecessors...**
 5 (Reporter clarification.)
 6 A **Beyond its predecessors' action in
 7 taking 49 percent equity interest on April 1st.**
 8 Q So can you tell me what you believe the
 9 merger doctrine is?
 10 MS. BARRAZA: Objection. Calls for
 11 legal conclusion.
 12 You can answer.
 13 A **My understanding of the doctrine of
 14 merger is that when an entity takes possession of
 15 both a note and an equity position in real
 16 property that the equity -- that the interests
 17 merge and the equity survives and the note is
 18 extinguished as a function of the two interests
 19 convening under one entity, which was discussed
 20 with CBC initially, which is why they resigned
 21 their membership interest, because CBC
 22 acknowledged that they could not hold both the
 23 equity interest and equitable interest in the real
 24 property through SHAC and simultaneously be a
 25 lender against the property acting as collateral.**

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1 Q And have you presented any document that
 2 says that?
 3 A **Well, I've entered evidence by way of
 4 testimony. I have to go and see if there are
 5 emails that corroborate the conversations I had
 6 with CBC through Alan Hallberg. But the
 7 documents -- the further documents that do
 8 corroborate that is the resignation of the
 9 membership interest right after the formation of
 10 SHAC. That was the reason they resigned the
 11 membership interest, because --**
 12 Q That's not true, is it, Mr. Boom?
 13 A **If it weren't true, I wouldn't have said
 14 it, Mr. Mushkin.**
 15 Q So you know that the reason that you and
 16 CBC Partners resigned from the LLC was so that the
 17 Antoses could own 100 percent, put the house in a
 18 Nevada taxable event. Isn't that the only reason
 19 it was done?
 20 A **If that were the only reason, as you're
 21 proposing, then CBC would have retaken their
 22 equity interest after the transaction, as SJC did.
 23 That didn't happen, because what you're saying is
 24 not true.**
 25 Q Mr. Bloom, here's how --

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1 A **Let me finish my answer.**
 2 **The equity post the transfer to SHAC was**
 3 **51 percent SJC, 49 percent Antos Trust...**
 4 (Reporter clarification.)
 5 A **And 0 percent interest to CBC, precisely**
 6 **because of the issue that CBC raised related to**
 7 **the doctrine of merger. You cannot hold a loan**
 8 **against a property in which you have an equitable**
 9 **interest.**
 10 Q Mr. Bloom, does SJC have an equitable
 11 interest in the 5148 property?
 12 A **Does SJC have an equitable interest?**
 13 **SJC has an indirect equitable interest because it**
 14 **owns 51 percent of an entity that holds an**
 15 **equitable interest in the real property.**
 16 Q In fact, the only one who holds title to
 17 the property is SHAC; correct?
 18 A **Correct.**
 19 Q So the only person that -- the only
 20 entity that would have -- isn't it true that the
 21 only entity that could apply the doctrine of
 22 merger is SHAC?
 23 A **My understanding is the doctrine of**
 24 **merger attaches unless it's specifically waived by**
 25 **the parties to the transaction, which did not**

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1 occur in this case.

2 Q That's not the question that I asked
3 you, sir.

4 A Your question --

5 Q I asked you: Isn't it true that as the
6 equitable owner of the property, SHAC is the only
7 person, the only entity that the doctrine of
8 merger could apply to?

9 A No.

10 Q Tell me how it works then.

11 MS. BARRAZA: Objection. Calls for
12 legal conclusion.

13 You can answer.

14 A CBC as the lender, if they were to take
15 an equitable interest in the property concurrent
16 to their position as a lender, if they ever were a
17 lender to the property, which we discovered is a
18 separate issue, CBC, if they took an equitable
19 position on the property which collateralizes
20 their supposed third mortgage, that would
21 extinguish the third mortgage. But that can't --
22 any bank, any lender, and I'm telling you this
23 from ten years at Manufacturers Hanover, which is
24 now JPMorgan Chase, any lender cannot own an
25 equitable interest in a property that it lends

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1 against simultaneously.

2 Q So you reversed my question. So I'll
3 ask it the way you did. If CBC Partners -- well,
4 in this case it would be CBCI LLC, the lender;
5 correct? They're the lender; correct?

6 A I wasn't even aware there were multiple
7 entities.

8 Q The note says CBCI; correct?

9 A I know them as CBC.

10 Q I'll represent to you that the holder of
11 the note at inception of your transaction was
12 CBCI -- CBC Partners I LLC. You sued them. And
13 isn't it true that if CBCI Partners -- CBC
14 Partners I, LLC obtained title to the 5148
15 property that the doctrine of merger would apply?

16 A I'm only aware of one entity, CBC.
17 That's all I dealt with through Alan Hallberg.
18 But yes, if any entity holds both the note, which
19 is a collateralized obligation against real
20 property, and an equitable position in that
21 property, then that note is extinguished by virtue
22 of the merger of their interest. Whether it's CBC
23 or subsequently 5148. If 5148 -- if CBC held it
24 in some other entity and then transferred the
25 interest to 5148 together with the note to 5148,

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1 then the doctrine of merger would attach upon the
2 completion of those two transfers.

3 Q Has SHAC acquired the note that is
4 currently owned by 5148 LLC?

5 A No.

6 Q And SHAC is the titleholder; correct?

7 A SHAC is the titleholder, and I'm
8 answering assuming that the note you're referring
9 to is the commercial loan to the restaurants.

10 Q And I'm specifically referring to the
11 deed of trust because -- do you understand the
12 doctrine of merger to apply to the note or to
13 apply to the deed of trust?

14 MS. BARRAZA: Objection. Calls for
15 legal conclusion.

16 A To the extent the commercial loan to the
17 restaurant is somehow recognized as a third
18 position mortgage, then the doctrine of merger
19 would attach to the note itself.

20 Q And where did you learn that one,
21 Mr. Bloom?

22 A Obviously, I went to grad school and not
23 law school, and I have ten years experience at
24 JPMorgan Chase.

25 Q Well --

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1 A Three years with the real estate group.

2 Q Respectfully, sir, that is just not what
3 the merger doctrine does. We'll go into that
4 another time, whenever you're ready to really try
5 and resolve this case.

6 But you do realize that you sued CBC
7 Partners I LLC? You see the document, your
8 complaint; right?

9 A Yes, I do.

10 Q And you know that you have not sued CBC
11 Partners; correct?

12 A Until this litigation, I wasn't aware of
13 a distinction on multiple entities. I dealt with
14 Alan Hallberg of CBC, and he never indicated that
15 there were multiple partners.

16 Q Well, and I have just an ancillary
17 question. In your pleading, you name CBCI, LLC,
18 and then you later on in the same header you put
19 CBCI, LLC. Do you make a distinction between the
20 way you've presented it in this complaint?

21 A No. I'm only aware of one CBC.

22 Q And that's the entity that held the
23 note; is that fair?

24 A Correct, and also the entity that took
25 the equity.

<p style="text-align: right;">page 292</p> <p>1 Q And the entity that -- you signed the</p> <p>2 Forbearance Agreement and the Amended Forbearance</p> <p>3 Agreement; correct?</p> <p>4 A Correct.</p> <p>5 Q Now, you saw the assignment of company</p> <p>6 interest; right?</p> <p>7 A By the Antos Trust?</p> <p>8 Q Yes, sir.</p> <p>9 A Yes.</p> <p>10 Q And that went to something called CBC</p> <p>11 Partners, didn't it?</p> <p>12 A To my knowledge, there's only one CBC.</p> <p>13 Q Well, I appreciate to your knowledge,</p> <p>14 but how do you gain that knowledge?</p> <p>15 A In my conversations with Alan Hallberg,</p> <p>16 he only referenced one entity at all --</p> <p>17 Q Have you ever done -- sorry. I didn't</p> <p>18 mean to interrupt you.</p> <p>19 A He only referenced one entity at all</p> <p>20 times in every conversation.</p> <p>21 Q And have you done any inquiry as to the</p> <p>22 names and status of any of these entities?</p> <p>23 A I have not.</p> <p>24 Q All right.</p> <p>25 MS. BARRAZA: So I would just like to</p>	<p style="text-align: right;">page 294</p> <p>1 Q Thanks.</p> <p>2 Let's go to the second cause of action.</p> <p>3 I'm sorry. Let's go to the third cause of action.</p> <p>4 This is that you're alleging the application of</p> <p>5 the one-action rule against CBC Partners I and</p> <p>6 5148; is that correct?</p> <p>7 A Objection. The document speaks for</p> <p>8 itself.</p> <p>9 Yes, that's correct.</p> <p>10 Q Take a look at the fourth cause of</p> <p>11 action. This is your claim doctrine of merger</p> <p>12 against CBCI and 5148; is that correct?</p> <p>13 A Objection. The document speaks for</p> <p>14 itself.</p> <p>15 Yes, that's correct.</p> <p>16 Q Tell me what facts you have to support</p> <p>17 your claim that CBCI and 5148 are subject to the</p> <p>18 doctrine of merger?</p> <p>19 A My understanding is that CBCI was a</p> <p>20 lender against the property -- well, against the</p> <p>21 restaurants, and is alleging that it's against the</p> <p>22 property, converting a commercial loan into third</p> <p>23 position mortgage without the owner of the</p> <p>24 property's consent or participation, at least</p> <p>25 participation. Strike consent. And then</p>
<p style="text-align: right;">page 293</p> <p>1 have the record reflect that the first amended</p> <p>2 complaint indicates that both CBC Partners I and</p> <p>3 CBC Partners, LLC are separately listed as</p> <p>4 defendants in the complaint.</p> <p>5 MR. MUSHKIN: You are correct, they are</p> <p>6 not listed in this cause of action.</p> <p>7 MS. BARRAZA: Correct, and that specific</p> <p>8 second cause of action.</p> <p>9 THE WITNESS: I'd like to clarify. I</p> <p>10 think that second cause of action relates to CBC</p> <p>11 Partners I attempt to foreclose or evict</p> <p>12 subsequent to divesting itself of any equity --</p> <p>13 any interest in the note or equity in the</p> <p>14 property. So CBC Partners I had no interest, and</p> <p>15 then a week later tried to initiate foreclosure</p> <p>16 and eviction under a note it disposed of.</p> <p>17 BY MR. MUSHKIN:</p> <p>18 Q Do you know who is servicing the note on</p> <p>19 behalf of 5148?</p> <p>20 A I do not. It's not my note.</p> <p>21 Q And when you spent those 15 years in the</p> <p>22 financial industry, did you ever hear of a</p> <p>23 servicing company initiating foreclosure on behalf</p> <p>24 of a note?</p> <p>25 A Sure.</p>	<p style="text-align: right;">page 295</p> <p>1 subsequently CBC Partners took on an equitable</p> <p>2 interest in the property concurrent with being a</p> <p>3 lender to the property, again, alleging to be a</p> <p>4 lender against the property.</p> <p>5 And subsequent to that, both interests</p> <p>6 transferred to 5148, so if there were multiple CBC</p> <p>7 entities of which we were unaware, once those</p> <p>8 interest converged after the transfer to 5148,</p> <p>9 then the doctrine of merger would attach there.</p> <p>10 Q What equitable interest did CBC Partners</p> <p>11 I obtain in SHAC, in the title -- excuse me.</p> <p>12 Strike that.</p> <p>13 What equitable interest did CBC Partners</p> <p>14 I, LLC obtain in 5148 property?</p> <p>15 A The Antos Trust -- I see the document</p> <p>16 where the Antos Trust transferred its 49 percent</p> <p>17 interest in the legal owner of the property.</p> <p>18 Q So it's your testimony that the only</p> <p>19 interest that you are alleging is the exercise of</p> <p>20 the 49 percent interest in SHAC?</p> <p>21 A CBC took a 49 percent interest in the</p> <p>22 owner of the property, which gives them an</p> <p>23 equitable in the property, at which time the</p> <p>24 doctrine of merger would attach to the entity that</p> <p>25 owns both the property, the equitable interest in</p>

<p style="text-align: right;">page 296</p> <p>1 the property, and the note.</p> <p>2 Q So I just want to make sure I understand</p> <p>3 what you're saying. You're saying that by taking</p> <p>4 stock of any amount, in this case 49 percent, in a</p> <p>5 company that has title to a property, that that</p> <p>6 creates the application of the merger doctrine?</p> <p>7 A If that stock is the equity owner of the</p> <p>8 property, then yes.</p> <p>9 Q Well, the stock is not the equitable</p> <p>10 owner of the property, sir.</p> <p>11 A SHAC is the equitable owner of the</p> <p>12 property.</p> <p>13 Q And it's your testimony that by taking</p> <p>14 any amount of stock in SHAC, that extinguishes the</p> <p>15 note?</p> <p>16 A Once you become an owner of the</p> <p>17 property, then yes, you cannot simultaneously be a</p> <p>18 lender against that property. That is why CBC</p> <p>19 forfeited it's original interest in the property</p> <p>20 to begin with.</p> <p>21 I know you don't like the answer,</p> <p>22 because it's not convenient to your narrative.</p> <p>23 Q I've interviewed Mr. Hallberg, and he</p> <p>24 doesn't have any recollection of that, but that's</p> <p>25 a different issue for a different day. I've also</p>	<p style="text-align: right;">page 298</p> <p>1 Q Why have you sued all defendants?</p> <p>2 A Because we want declaratory relief that</p> <p>3 nobody is going to assert that there's a different</p> <p>4 manager of SHAC as the acquisition company, but</p> <p>5 SJC was appointed in the operating agreement as</p> <p>6 the sole and exclusive and irrevocable manager.</p> <p>7 Q The TRO is your sixth cause of action.</p> <p>8 Now, the seventh cause of action has got</p> <p>9 me confused because -- is it your testimony -- is</p> <p>10 it your belief in this cause of action that the</p> <p>11 transfer has not occurred?</p> <p>12 A I think at this point in time the</p> <p>13 transfer from the Antos Trust of their 49 percent</p> <p>14 interest in the property to CBC Partners occurred,</p> <p>15 and CBC Partners transferred that interest to</p> <p>16 5148.</p> <p>17 Q I'm not sure what you just said,</p> <p>18 but what did you mean by that? What are you</p> <p>19 trying to convey? I do not understand what your</p> <p>20 answer was?</p> <p>21 A I don't know any other language besides</p> <p>22 English.</p> <p>23 Q Well, then say it again for me, because</p> <p>24 I didn't understand you. It is breaking up just a</p> <p>25 little bit.</p>
<p style="text-align: right;">page 297</p> <p>1 talked to Mr. Antos about it. They don't know.</p> <p>2 And you took his deposition. None of these guys</p> <p>3 ever mentioned merger, so I don't know where you</p> <p>4 come up with it, but okay. No problem.</p> <p>5 But I want to make sure I understand</p> <p>6 what you're saying is true. So in this case,</p> <p>7 assuming, although it did not happen, but assuming</p> <p>8 that the holder of the note took stock in the LLC,</p> <p>9 of any amount, that would extinguish the note?</p> <p>10 A That was my understanding, and that was</p> <p>11 CBC's understanding at inception of the</p> <p>12 transaction.</p> <p>13 Q Okay. That's your understanding. And</p> <p>14 how did you gain that understanding? Did you do</p> <p>15 any research or anything to come up with this?</p> <p>16 A Well, it's my understanding based on my</p> <p>17 experience with commercial and investment banking</p> <p>18 and three years with the real estate group at</p> <p>19 JPMorgan Chase.</p> <p>20 Q Thank you.</p> <p>21 Now, the fifth cause of action is that</p> <p>22 somehow SJC Ventures is the sole exclusive manager</p> <p>23 of Spanish Heights Acquisition Company, and that's</p> <p>24 against all defendants. Do you see that?</p> <p>25 A I do.</p>	<p style="text-align: right;">page 299</p> <p>1 THE COURT REPORTER: It is.</p> <p>2 THE WITNESS: Okay. Were you able --</p> <p>3 I'm sorry. I'll try and get closer again. Are</p> <p>4 you able to read -- were you able to hear me and</p> <p>5 transcribe what I said?</p> <p>6 (Record read.)</p> <p>7 A CBC transferred that interest to 5148.</p> <p>8 Did you not understand that answer, Mr. Mushkin?</p> <p>9 Q How do you know that CBC transferred</p> <p>10 their interest to 5148?</p> <p>11 A I don't recall if I saw a transfer</p> <p>12 document from CBC to 5148, but I believe that was</p> <p>13 the testimony of Mr. Hallberg.</p> <p>14 Q When did Mr. Hallberg testify to that?</p> <p>15 A I think when we had the injunctive</p> <p>16 relief hearing, but I'd have to go back and check</p> <p>17 the transcript.</p> <p>18 Q Well, I'll represent to you that that is</p> <p>19 incorrect. That CBC Partners is the holder of the</p> <p>20 49 percent interest and 5148 is the holder of the</p> <p>21 note, and CBCI was the prior owner of the note. I</p> <p>22 suppose we'll get to all of that tomorrow.</p> <p>23 But I want to go back to your</p> <p>24 seventh cause of action, because you recite,</p> <p>25 "Pursuant to NRS 30.040, the plaintiffs are</p>

<p style="text-align: right;">page 300</p> <p>1 entitled declaratory relief as to rights, 2 statutes, and legal relations at issue in this 3 matter and a declaration that upon purportedly 4 assigning its membership interest in Spanish 5 Heights to CBC Partners I, defendant the Antos 6 Trust did not agree or waive or exclude the 7 applicability of the merger doctrine, and further, 8 the Antos Trust was provided no consideration for 9 their equitable interest in the property other 10 than the extinguishment of the note under the de 11 facto merger occurring on April 1, 2020." Do you 12 see that paragraph? 13 A I do. 14 Q So is it your allegation that the 15 transfer of the stock to CBC Partners extinguished 16 the note? 17 A Yes. 18 Q And -- 19 A Let me finish my answer. 20 To the extent that the note actually 21 turns out to be a third position mortgage. If the 22 note is not a third position mortgage, then it's 23 not subject to the doctrine of merger because it's 24 not secured by the real property. 25 Q Okay. And you garner this based upon</p>	<p style="text-align: right;">page 302</p> <p>1 fair dealing; is that your claim? 2 MS. BARRAZA: Objection. Calls for a 3 legal conclusion. 4 You can answer. 5 A Yes. 6 Q What other facts do you have to support 7 this claim? 8 A The testimony of the parties, the 9 Forbearance Agreement itself, the plain language 10 of the Forbearance Agreement. 11 Q Your tenth cause of action is for the 12 lack of liability for fireworks. So I just want 13 to understand. Are you still making a claim 14 against Dacia for the September incident? 15 A The claim against Dacia is for the July 16 fireworks that took place at the property that 17 Dacia now owns. A fine levied against a property 18 by association -- a fine levied by a property 19 against an association does not go away just 20 because the owner changes. 21 MR. MUSHKIN: So my understanding, 22 Counsel, and if I'm wrong correct me, the tenth 23 and eleventh causes of action are gone; is that 24 correct? 25 MS. BARRAZA: So I'll have to look at</p>
<p style="text-align: right;">page 301</p> <p>1 your experience; is that correct? 2 A Correct. 3 Q And you don't have any particular 4 authority other than what you know yourself; is 5 that what you're telling us? 6 A Objection. Calls for a legal 7 conclusion. 8 My attorneys will address case law and 9 statute and reasons that's applicable in this 10 case. Beyond my experience. 11 Q The next cause of action is for breach 12 of contract as to the Forbearance Agreement. I 13 believe I asked you if you ever provided any 14 notice of default, and you said to me that you did 15 not; is that correct? 16 A I don't believe there's a letter, formal 17 written notice of default, but when we learned of 18 the breach, we brought it to the attention of CBC, 19 including through these proceedings, and as such, 20 CBC's breach remains to this day. 21 Q And then the last cause of action, the 22 ninth cause of action is for breach of the 23 covenant of good faith and fair dealing, and it's 24 your testimony that by issuing a notice of 25 default, that was a violation of good faith and</p>	<p style="text-align: right;">page 303</p> <p>1 the language in the order, but I don't think 2 that's correct. I'll look at the language in the 3 order, though. 4 MR. MUSHKIN: So here's why I'm -- I 5 want to keep this on the record, because it will 6 be subject to my motion for reconsideration. 7 This cause of action talks about 8 fireworks on July of '19. The court has ruled 9 that you cannot go after Dacia for anything that 10 happened before July 19th. It is uncontroverted 11 that the fireworks were on July 4th. So there are 12 no allegations beyond July of '19. So from my 13 understanding of the court's order, there is now 14 no cause of action against Dacia? 15 MS. BARRAZA: Okay. And then just for 16 the record, the court's order does not state 17 anything about July 2019. 18 MR. MUSHKIN: It does. It says from the 19 date of ownership. 20 MS. BARRAZA: Yeah, exactly, that's what 21 it says. I have the order pulled up. So it 22 doesn't say July. It says the date of ownership. 23 MR. MUSHKIN: Right, July 19th. We know 24 that's the date. We provided the deed, Counsel. 25 Don't play semantics with me.</p>

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1 MS. BARRAZA: No, it's not semantics.
 2 It's not semantics at all. It's what the order
 3 actually says, and the order does not say July.
 4 MR. MUSHKIN: It says date of ownership.
 5 I get it, that that's July 19th. It's
 6 uncontroverted that the event takes place July
 7 4th. That's what she ordered in her minute order.
 8 So you can't sue Dacia for something that happened
 9 before they owned the property.
 10 MS. BARRAZA: Her order states that to
 11 the extent there are events that occurred during
 12 the ownership of Dacia, both -- the tenth,
 13 eleventh, and twelfth causes of action, motion to
 14 dismiss is denied, so --
 15 MR. MUSHKIN: I appreciate that.
 16 BY MR. MUSHKIN:
 17 Q Now I'm trying to understand what action
 18 takes place after July 19th that you're making the
 19 claim against Dacia.
 20 MS. BARRAZA: Asked and answered.
 21 But you can answer.
 22 **A So there are multiple instances of**
 23 **alleged violations throughout July and I don't**
 24 **know the dates for the one subsequent to July,**
 25 **whether or not those dates are subsequent to**

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1 **July 19th. So we would need to go back and review**
 2 **the association's fines assessed and the dates**
 3 **that they were assessed for those fireworks.**
 4 Q Mr. Bloom, you've already testified that
 5 the only time the fireworks went off were July 4th
 6 and September 21st. Are you now telling me there
 7 were fireworks on days other than that?
 8 **A Objection. Misstates testimony. Those**
 9 **dates were for the incendiary device not the**
 10 **fireworks.**
 11 Q You were fined for the incendiary
 12 device; is that correct?
 13 **A Correct.**
 14 Q It was used only twice, July 4th and
 15 July 21st; correct?
 16 **A Not correct.**
 17 Q When else was it used?
 18 **A It was used July 4th and September 21st,**
 19 **the incendiary device.**
 20 Q What did I say?
 21 **A You said July 4th and July 21st.**
 22 Q I'm sorry. July 4th and September 21st.
 23 In your complaint, the only allegation you have is
 24 July of '19. Do you have...
 25 (Reporter clarification.)

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1 Q Mr. Bloom, can you testify to me of an
 2 event that takes place after July 19th involving
 3 the use of an incendiary device that involves
 4 Dacia?
 5 **A Let's be clear on our definitions so**
 6 **you're not playing semantics with us. The**
 7 **incendiary device refers to Michael Rhodes'**
 8 **flamethrower, which was used twice, once in July**
 9 **and once in September. There were also fireworks**
 10 **where there's multiple times for multiple days**
 11 **through the course of July, one of which is**
 12 **July 4th. I don't know what the other dates were**
 13 **that fires fines were assessed for fireworks.**
 14 Q In your complaint, Mr. Bloom, you've
 15 alleged that an incendiary device in July of '19.
 16 You have testified that only on July 4th of '19
 17 was that incendiary device, other than
 18 September 21st. So my question is: Is there any
 19 other action on behalf of Dacia that you claim
 20 that Dacia is somehow responsible for under this
 21 dec relief claim?
 22 **A Objection. Asked and answered.**
 23 **The incendiary device, meaning the**
 24 **flamethrower, was used on those two dates, once in**
 25 **July, once in September. The firework happened on**

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1 **multiple occasions throughout July. I know one of**
 2 **the dates was July 4th. I don't know what other**
 3 **dates there were fireworks in the month of July,**
 4 **so I can't answer whether it was after July 19th.**
 5 Q There is no claim of fireworks in your
 6 complaint, sir.
 7 MS. BARRAZA: So I'm going to object.
 8 This is not --
 9 MR. MUSHKIN: The complaint is about
 10 incendiary device. If you want to object to the
 11 form of my question, you can, Counsel.
 12 MS. BARRAZA: I am going to --
 13 MR. MUSHKIN: But I haven't asked the
 14 question yet.
 15 MS. BARRAZA: I'm going to have my full
 16 objection placed on the record, and my objection
 17 is that this is not -- this is a notice pleading
 18 state, and he doesn't have to specifically put the
 19 word "fireworks" into all of his relevant causes
 20 of action. And if you have any specific
 21 questions, you can proceed, but we are objecting
 22 as to the insinuation that because he did not put
 23 the word "fireworks" in a certain cause of action
 24 he's barred from testifying to that.
 25 **A I'll go ahead and answer. It's on the**

<p style="text-align: right;">page 308</p> <p>1 screen right in front of us. Paragraph 129, 2 "Governor Sisolak's Emergency Directive 0008 3 because it alleges fireworks were set off from and 4 an incendiary device was used at the property." 5 Paragraph 130, "In reality, the property 6 owned by defendant Dacia, same neighborhood as the 7 property at issue, set off fireworks and used an 8 incendiary device in July of 2019." So fireworks 9 is in there. 10 Paragraph 131... 11 (Cross-talk.) 12 (Reporter clarification.) 13 THE WITNESS: When I referenced 14 paragraphs 129 and 130, did you get those? 15 MR. MUSHKIN: That will work. Thank 16 you, Mr. Bloom. 17 BY MR. MUSHKIN: 18 Q Now, what I'm trying to get at -- 19 A I'm not finished with my answer. 20 And in paragraph 131, the third line, it 21 says, "claim an exemption to Governor Sisolak's 22 Emergency Directive 008 based on fireworks." Two 23 lines below that, again based on fireworks. So 24 fireworks is in there four times in three 25 paragraphs, so for you to represent that I never</p>	<p style="text-align: right;">page 310</p> <p>1 of the board of Southern Highlands and a member of 2 the board of Christopher Homes, when a lien or 3 when a fine is assessed against a property, even 4 if that property sells, the fine is not wiped out. 5 The liability for it being assessed is not wiped 6 out. When Michael Rhodes launched fireworks from 7 that property, any fines assessed by the 8 association are assessed against that property, 9 irrespective of who a subsequent owner might 10 become. There are fines against that property. 11 Dacia is now the owner of that property. Dacia is 12 responsible for fines assessed from something that 13 originated from that property, even if it 14 originated after the dates of the transfer. 15 Q What fine, sir? 16 A Liability for the actions. Dacia took 17 ownership -- 18 Q What actions? 19 A Dacia's owner took a board position, and 20 the fines were assessed against my property and 21 not against his property, as a board member, even 22 though the firework emanated from his property. 23 Total abuse of authority from his position as a 24 board member. 25 Q I have no idea what you're talking</p>
<p style="text-align: right;">page 309</p> <p>1 said fireworks is a misstatement of the documents 2 which are plain on their face. 3 Q That's because you're not listening to 4 my question, Mr. Bloom. I'm trying to separate it 5 out into two parts. 6 The incendiary device is the 4th and 7 the 21st; is that correct? 8 A Incendiary device is the 4th of July and 9 the 21st of September. 10 Q Thank you. 11 Are you in your complaint alleging that 12 Dacia is in any way responsible for the incendiary 13 device on the 21st? 14 A On the 21st of? 15 Q September. Sorry. 16 A On the 21st of September, no. 17 Q Thank you. 18 So now let's go to the fireworks. Is it 19 your allegation that Dacia is responsible for the 20 fireworks that were set off by Michael Rhodes? 21 A Yes. 22 Q You believe that Dacia is responsible 23 for the actions of Michael Rhodes? 24 A I believe that, from my understanding, 25 and this understanding comes from being a member</p>	<p style="text-align: right;">page 311</p> <p>1 about, Mr. Bloom. I'm asking you questions about 2 Michael Rhodes. 3 A Yes. 4 Q Michael Rhodes owns an incendiary 5 device, and is it your testimony that somehow 6 Dacia is responsible for Michael Rhodes' actions? 7 A Yes. 8 Q How can Dacia be responsible for Michael 9 Rhodes' actions? 10 A Because fines assessed by an association 11 are assessed against a property, and violations 12 that occur on a property lead to fines assessed 13 against that property, and just because the 14 property subsequently transfers after the 15 occurrence of a violation does not mean the 16 violation goes away because there's a new owner. 17 Q What violation are you -- you lost me, 18 sir. What violation are you talking about? 19 A The July 4th use of a flamethrower and 20 multiple instances of setting off fireworks 21 throughout the month of July from that property. 22 Q Is there some document that shows this? 23 A What do you mean by "this"? 24 Q That somehow there are these other 25 incidents?</p>

<p>page 312</p> <p>1 A Yes.</p> <p>2 Q And what fine do you think was on the</p> <p>3 Dacia property? Is it your testimony that there</p> <p>4 was a fine on the Dacia property after July 19th?</p> <p>5 A It's my testimony there were actions</p> <p>6 that emanated from the Dacia property throughout</p> <p>7 the month of July, and I don't have the dates,</p> <p>8 there were multiple instances, but I don't have</p> <p>9 all the dates in front of me, but there are</p> <p>10 actions originating from what's now the Dacia</p> <p>11 property for which any liability is Dacia's.</p> <p>12 Q What incidents can you testify to that</p> <p>13 happened after July 19th?</p> <p>14 A Objection. Asked and answered.</p> <p>15 There were multiple instances of</p> <p>16 fireworks being launched from that property, and I</p> <p>17 don't know the dates from recollection other than</p> <p>18 it was the month of July, on several instances,</p> <p>19 one of which was July 4th, and the violations</p> <p>20 occurred at 5212, I think the property address is,</p> <p>21 which today is Dacia's property, which means Dacia</p> <p>22 has liability for violations occurring on that</p> <p>23 property, even if it's before their ownership. Do</p> <p>24 you understand that?</p> <p>25 Q Well, no, because the court has ruled</p>	<p>page 314</p> <p>1 (Reporter clarification.)</p> <p>2 A And Taiwan Davis. He'll have to spell</p> <p>3 his client's name.</p> <p>4 Q Mr. Bloom, I'll represent to you that</p> <p>5 they are referenced, but there has not been a</p> <p>6 document production, so the lien itself has not</p> <p>7 been produced, and the HOA file has not been</p> <p>8 produced. However, I'll leave a blank in your</p> <p>9 deposition, and if you could please put in the</p> <p>10 dates that you think actions took place on the</p> <p>11 Dacia property after July 19th, I would greatly</p> <p>12 appreciate it.</p> <p>13 INFORMATION TO BE SUPPLIED</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 BY MR. MUSHKIN:</p> <p>18 Q But at least I do now understand what</p> <p>19 you are saying in this cause of action, that you</p> <p>20 are not seeking liability for the September</p> <p>21 incident across the street for the incendiary</p> <p>22 device, but you think there's liability arising</p> <p>23 out of fireworks set off on the property after</p> <p>24 July 19th. Is that your testimony?</p> <p>25 A My testimony is that I believe there's</p>
<p>page 313</p> <p>1 that there is no liability before their</p> <p>2 ownership. So I don't really understand what</p> <p>3 you're taking about. But you can't tell me a</p> <p>4 single date after the 19th?</p> <p>5 A Objection. Asked and answered.</p> <p>6 I don't have the documents in front of</p> <p>7 me for when the association is alleging that the</p> <p>8 fireworks took place. My recollection is it was</p> <p>9 on several instances throughout the month of July.</p> <p>10 Q And do you know what document would</p> <p>11 reflect that?</p> <p>12 A Fines against my property at 5148 for</p> <p>13 the violations that occurred at Dacia's property,</p> <p>14 5212.</p> <p>15 Q Do you have those documents?</p> <p>16 A Yes.</p> <p>17 Q Have you produced them in this case?</p> <p>18 A I don't know where we are in the</p> <p>19 discovery process.</p> <p>20 Q Will you produce them? Please produce</p> <p>21 them.</p> <p>22 A Okay. Actually, you have them in the</p> <p>23 litigation against the association and Taiwan</p> <p>24 Davis.</p> <p>25 Q That's why I'm asking you, sir.</p>	<p>page 315</p> <p>1 liability for the incendiary device in July on the</p> <p>2 property as well as fireworks throughout the month</p> <p>3 of July on the property. To the extent that the</p> <p>4 court dismissed those claims subsequent to</p> <p>5 discovery, we'll be revisiting that and</p> <p>6 reopening...</p> <p>7 (Reporter clarification.)</p> <p>8 A We'll be revisiting those.</p> <p>9 Q There's now some pausing in your</p> <p>10 testimony.</p> <p>11 So the eleventh cause of action is</p> <p>12 indemnity, sir. And, again, you talk about the</p> <p>13 July 19th fireworks, July of 2019 fireworks being</p> <p>14 set off on the Dacia property. Same question as</p> <p>15 before. Can you tell me a date that you think</p> <p>16 something took place after July 19th that gives</p> <p>17 rise to this indemnity.</p> <p>18 A Same answer as before.</p> <p>19 Q I'll leave a blank again.</p> <p>20 A I don't --</p> <p>21 Q Oh, I'm sorry.</p> <p>22 A That's fine. Yes, that's fine.</p> <p>23 Q I'll leave a blank again, so if you can</p> <p>24 see if you can find it.</p> <p>25 ///</p>

<p style="text-align: right;">page 316</p> <p>1 INFORMATION TO BE SUPPLIED</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 BY MR. MUSHKIN:</p> <p>6 Q Same for the contribution on -- same</p> <p>7 thing, and I'll do the same thing on the</p> <p>8 contribution. Do you have any specific facts</p> <p>9 other than we've already discussed in regards to</p> <p>10 your claim for contribution?</p> <p>11 A None available at the moment, but I</p> <p>12 would reserve the right to amend my answer as more</p> <p>13 information is discovered.</p> <p>14 Q I'll leave a blank again, in case you</p> <p>15 have dates that somehow give rise.</p> <p>16 INFORMATION TO BE SUPPLIED</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 BY MR. MUSHKIN:</p> <p>21 Q So there was a counterclaim filed in</p> <p>22 this matter. Are you aware of the counterclaim?</p> <p>23 A I'm aware that there is a counterclaim,</p> <p>24 but not of the substance. I can't recall the</p> <p>25 substance of the counterclaim.</p>	<p style="text-align: right;">page 318</p> <p>1 that the Antoses filed in this matter?</p> <p>2 A I've seen it once, but I don't recall</p> <p>3 the substance of it.</p> <p>4 Q Do you recall the operating agreement?</p> <p>5 A I do.</p> <p>6 Q And let's go -- okay. It's page 19 of</p> <p>7 25 of the pleading. Have you ever seen this</p> <p>8 document before, Mr. Bloom?</p> <p>9 A I'm not sure that I have. I may have.</p> <p>10 If I did, I skimmed it and don't recall its</p> <p>11 contents.</p> <p>12 Q Let's go to page 19 of this document.</p> <p>13 Do you see under paragraph number 6, it says</p> <p>14 operating agreement?</p> <p>15 A I do.</p> <p>16 Q So you answered -- I skipped ahead. So</p> <p>17 do you see that provision, that paragraph 6? It</p> <p>18 sets out A through F of those obligations that</p> <p>19 were recited in the operating agreement. Do you</p> <p>20 see that?</p> <p>21 A Paragraph 6A and B.</p> <p>22 Q Do you recognize those A through F as</p> <p>23 provisions from the operating agreement?</p> <p>24 A I recognize those A through F as</p> <p>25 provisions from the original operating agreement</p>
<p style="text-align: right;">page 317</p> <p>1 I'd just like to reflect in the record</p> <p>2 that we are now nine hours into our seven-hour</p> <p>3 deposition.</p> <p>4 Q We're getting there.</p> <p>5 A Do you have much more, Mr. Mushkin?</p> <p>6 Q No, not very much.</p> <p>7 So you filed an answer to counterclaim</p> <p>8 in this matter; is that correct?</p> <p>9 A I'm not sure. I think there was a</p> <p>10 counterclaim that included me individually, and</p> <p>11 I'm not a claimant, so I'm not quite sure how that</p> <p>12 works. I would normally expect that it would be a</p> <p>13 third-party complaint against a nonparty.</p> <p>14 Q There is a claim against Spanish</p> <p>15 Heights; SJC Ventures, LLC; SJC Ventures Holding</p> <p>16 Company, LLC; Jay Bloom individually.</p> <p>17 Do you know what SJC Ventures Holding</p> <p>18 Company, LLC is?</p> <p>19 A I think SJC Ventures Holding Company is</p> <p>20 the formal legal name of SJC Ventures, same</p> <p>21 entity.</p> <p>22 Q Okay. I just want to make sure of that.</p> <p>23 A More initials for you to try to figure</p> <p>24 out.</p> <p>25 Q Do you recall reading the counterclaim</p>	<p style="text-align: right;">page 319</p> <p>1 as unmodified by subsequent agreement by the</p> <p>2 parties.</p> <p>3 Q Okay. And your answer of paragraph 6 is</p> <p>4 that -- answer in paragraph 6 to the counterclaim,</p> <p>5 including parts A through F, "This paragraph</p> <p>6 references a document that speaks for itself.</p> <p>7 There is no response necessary. To the extent</p> <p>8 that a response is required, counter-defendant is</p> <p>9 without sufficient knowledge or information upon</p> <p>10 which to form a belief as to the truth of the</p> <p>11 allegations contained in said paragraph and</p> <p>12 therefore generally and specifically deny the</p> <p>13 allegations contained therein." Do you see that?</p> <p>14 A No.</p> <p>15 Q Oh. Sorry. I read that to you. Do you</p> <p>16 understand that to be your response?</p> <p>17 A I don't recall the response from memory.</p> <p>18 Q Hang on. We'll go back and forth. I</p> <p>19 guess we're not going to be done so fast after</p> <p>20 all.</p> <p>21 Do you see this document?</p> <p>22 A I do.</p> <p>23 Q Do you see it was filed on your behalf?</p> <p>24 A I do.</p> <p>25 Q Take a look at paragraph 6.</p>

<p>1 A Okay.</p> <p>2 Q So what knowledge do you lack to answer</p> <p>3 affirmatively that the operating agreement calls</p> <p>4 for the investor member to perform the following</p> <p>5 items?</p> <p>6 A Lacks subsequent documents being</p> <p>7 referenced in the question as to modifications</p> <p>8 made by the party after the original draft.</p> <p>9 Q Do you have any documents that reflect</p> <p>10 modification?</p> <p>11 A It was modified by the performance of</p> <p>12 the parties, and it may be evidenced by emails</p> <p>13 between CBC and SJC.</p> <p>14 Q Have you produced any of those emails?</p> <p>15 A Same answer as all your other production</p> <p>16 questions. I don't know where we are in the</p> <p>17 discovery process. Put a blank in, and I'll see</p> <p>18 what I can find for you.</p> <p>19 Q Please do.</p> <p>20 INFORMATION TO BE SUPPLIED</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 BY MR. MUSHKIN:</p> <p>25 Q And at the time of the filing of this</p>	<p>page 320</p> <p>1 talks about April 16th, 2007.</p> <p>2 Q Right. Now go down to paragraph 7. Do</p> <p>3 you see 7?</p> <p>4 A I do.</p> <p>5 Q Okay. And your response to 7 is that</p> <p>6 you don't have enough information, but then you</p> <p>7 deny it.</p> <p>8 A To the extent a response is required.</p> <p>9 You're asking me about events that occurred in</p> <p>10 2007, ten years before I became involved in this</p> <p>11 property.</p> <p>12 Q You were provided a package of documents</p> <p>13 at closing; correct?</p> <p>14 A Yes.</p> <p>15 Q Part of that was a deed that showed the</p> <p>16 transfer from the Antoses individually to the</p> <p>17 Antos Trust, didn't it?</p> <p>18 A I believe my testimony was that I don't</p> <p>19 recall what documents were included in the closing</p> <p>20 package.</p> <p>21 Q You don't have any reason to --</p> <p>22 A I'm neither admitting nor denying it. I</p> <p>23 just don't recall if that document was part of the</p> <p>24 closing package.</p> <p>25 Q So, but in your response with the court,</p>
<p>page 321</p> <p>1 complaint, what modifications do you believe</p> <p>2 existed?</p> <p>3 A Well, if we can go back to the list of</p> <p>4 requirements, we can adjust them.</p> <p>5 Q \$150,000 funding.</p> <p>6 A Well, that was modified. We discussed</p> <p>7 that. There was a modification to those</p> <p>8 obligations which negated the need for a reserve</p> <p>9 account that was to serve the purpose of paying</p> <p>10 for those obligations throughout the course of the</p> <p>11 year. Because all the obligations were prepaid,</p> <p>12 there was a modification by the parties,</p> <p>13 eliminating the need for the establishment of a</p> <p>14 reserve account.</p> <p>15 Q Even though it recites it again in</p> <p>16 December of '19?</p> <p>17 A Uh-huh, yes.</p> <p>18 Q Okay. So now let's go back to the</p> <p>19 counterclaim. All right. Let's go to paragraph</p> <p>20 7. Paragraph 7 of their counterclaim -- oh,</p> <p>21 sorry. It says on the 7th they transferred their</p> <p>22 interest to --</p> <p>23 A I can't see what you're looking at.</p> <p>24 (Document being displayed virtually.)</p> <p>25 A What I see is page 19 of 25 where it</p>	<p>page 323</p> <p>1 you generally and specifically denied the</p> <p>2 allegation. So you are not specifically denying</p> <p>3 this allegation, you just don't know either way?</p> <p>4 MS. BARRAZA: Objection. The document</p> <p>5 speaks for itself.</p> <p>6 You can answer.</p> <p>7 A To the extent a response was required,</p> <p>8 I'm denying it in the absence of sufficient</p> <p>9 knowledge or information.</p> <p>10 Q But you don't have any information that</p> <p>11 this transfer did not take place, do you?</p> <p>12 A That's a double negative, so let me</p> <p>13 figure out your question. I do not have any</p> <p>14 information that this did not take place. I'm not</p> <p>15 sure how to answer that.</p> <p>16 Q It's a yes or no.</p> <p>17 A Well, I think because of the way you</p> <p>18 phrased the question, they're the same. Yes, I do</p> <p>19 not have any information that it did not, or no, I</p> <p>20 do not have any information that it did not.</p> <p>21 Maybe it would help if you rephrase the question a</p> <p>22 little better.</p> <p>23 Q Do you have any specific knowledge that</p> <p>24 the Antos parties did not -- that the Antoses</p> <p>25 individually did not transfer the property to the</p>

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1 Antos Trust?

2 **A I do not.**

3 Q Thank you.

4 So the answer that you give to paragraph

5 8 is, again, that the document speaks for itself

6 and that you specifically deny it, but as a part

7 of the documents are the reference to the KCI note

8 dated July 22nd, 2012. So you were aware of that

9 note; correct?

10 **A Paragraph 8 you're referring to; yes?**

11 Q Yes, sir.

12 **A So on paragraph 8, it references that**

13 **the Antoses with nonparty KCI Investments entered**

14 **into a secured promissory note with CBC. So we**

15 **now know that it's KCI Investments and Preferred**

16 **Restaurant Brands, and the Antoses only in the**

17 **capacity of guarantor entered into a promissory**

18 **note. I doubt that it's secured, given what we've**

19 **learned in discovery. Well, 2012 is two years**

20 **before the defective deed of trust was issued. So**

21 **there's a lot of questions, which --**

22 Q Sir, it's the same thing.

23 **A You have to let me finish the answer.**

24 Q Sir, it's the same thing. You don't

25 have any --

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1 **A You have to let me finish the answer.**

2 Q I thought you had.

3 **A There are a lot of questions that leave**

4 **me without sufficient information to be able to**

5 **give you an answer to that question. So to the**

6 **extent that an answer is required, we'll deny it**

7 **based on not having sufficient information.**

8 Q So now I'm asking you a separate

9 question. You don't have any information that

10 proves that on June 22nd, the Antoses and KCI did

11 not enter into a secured promissory note with

12 CBCI, do you?

13 **A Can you rephrase the question so there's**

14 **not a double negative?**

15 Q Do you have any information that

16 specifically shows that KCI Investments and the

17 Antos parties did not enter into a secured

18 promissory note on June 22nd, 2012?

19 MS. BARRAZA: Objection. Form.

20 **A Objection. Ask and answered.**

21 **Objection. The document speaks for itself.**

22 **The answer is no.**

23 Q Same thing with 9. The document that

24 you signed references the ten modifications to the

25 note. You, as to paragraph 9, respond that you

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1 generally and specifically deny the allegations.

2 Isn't it true that the modification references

3 were contained in the Forbearance Agreement?

4 MS. BARRAZA: Objection. Document

5 speaks for itself.

6 You can answer.

7 **A Well, it's referenced the documents**

8 **themselves were requested but never provided.**

9 Q In paragraph 10, on December 29th of

10 '14, the deed of trust, assignment of rents,

11 security agreement, and fixture filings is

12 recorded, Clark County at a certain document

13 number. Do you see that paragraph?

14 **A Yes. I see that paragraph.**

15 Q You give the same answer again,

16 generally and specifically denying this

17 allegation. What information do you have that

18 allows you to deny this allegation?

19 **A Give me a second to read the question.**

20 **So I'm denying that the deed of trust**

21 **secured the note.**

22 Q That's not what it says, though, does

23 it, sir? It just says that a deed of trust and

24 assignment of rents was reported.

25 **A On line 3 it continues and says for the**

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1 **purposes of securing the note.**

2 Q So what you're trying to tell me is that

3 the deed of trust exists, but it doesn't secure

4 the note?

5 MS. BARRAZA: Objection. Misstates

6 testimony.

7 You can answer.

8 **A The deed of trust is defective in its**

9 **form because the pledgor is not a party to the**

10 **note being secured.**

11 Q Okay. Got it.

12 And do you dispute the numbers contained

13 in the paragraph?

14 **A I don't have sufficient information to**

15 **be able to answer what the obligation is.**

16 Q You do recall that we went through the

17 Forbearance Agreement that recited these very

18 numbers that you signed?

19 **A Yeah, but the numbers change over time,**

20 **so --**

21 Q Well, only by the interest per day?

22 **A Right. Which means the interest and**

23 **late charges is an incorrect number, because it's**

24 **not unchanged. The amount asserted is not**

25 **unchanged by your client from the time that**

<p style="text-align: right;">page 328</p> <p>1 1,315,105.24 was mentioned at the time the answer 2 was issued. That number is incorrect by 3 definition. 4 Q Where is it wrong? 5 A Are you assert -- unless you're 6 asserting that there's no interest and late 7 charges that accrued -- 8 Q It doesn't say that, sir. 9 A No. 10 Q Read the paragraph. It says the balance 11 due is approximately 5,578,029, 2,935,001.14 for 12 principal, forbearance protection payments of 13 1,326,000, interest and late charges 1,315,000, 14 and interest accruing at the rate of 16.0822 per 15 day from April 1, 2020. That was put in the May 16 evidentiary hearing. You had all those numbers in 17 the very beginning of the case. What number on 18 that page are you disputing? 19 A Okay. I'll accept those numbers in 20 light of how you framed your question. 21 Q Thank you. 22 So I understand what your response is 23 now to paragraph 11. It's not what you pled. You 24 generally and specifically denied. So I assume 25 that now the deed of trust is subordinate to two</p>	<p style="text-align: right;">page 330</p> <p>1 into a forbearance agreement of the note; isn't 2 that correct? 3 A Correct. 4 Q So that should be admit? 5 A Well, the admission would be with the 6 provision that it was based upon the reliance of a 7 material misrepresentation. 8 Q Yeah, that's an affirmative defense. 9 A Let me finish my answer, Mr. Mushkin. 10 Q There wasn't a question, Mr. Bloom. 11 A So that would be -- 12 Q Go to paragraph 14. 13 A "So that would be admit then" would be 14 your testimony, not mine. We can go on for now. 15 Q No, you admitted it. 16 As a part of paragraph 14 -- Mr. Bloom, 17 are you saying you did not execute the document on 18 September 27th? 19 A Pursuant to a misrepresentation that the 20 document secured -- the document related to a 21 third mortgage that we later found did not exist, 22 number 14. 23 Q So 14 says, "As a part of the 24 Forbearance Agreement Antos conveyed the property 25 to SHAC, and SHAC leased the property to SJC.V."</p>
<p style="text-align: right;">page 329</p> <p>1 additional deeds of trust. Do you somehow dispute 2 that if there's a deed of trust it's subordinate 3 to those two? 4 MS. BARRAZA: Objection. Form. 5 A To the extent that there is a valid deed 6 of trust and to the extent that such deed of 7 trust, if it's determined to be valid, is not 8 extinguished by the doctrine of merger, then yes, 9 it would be subordinate to the two additional 10 deeds of trust. 11 Q Thank you. 12 And do you dispute that there was a 13 modification to the deed of trust on July 22nd, 14 '15? 15 A As we sit here today, I'm not sure of 16 the date, but I do acknowledge a modification, 17 subsequent modification. 18 Q A very minor change. 19 Thank you. 20 Let's go to 13. Spanish Heights talks 21 about the September 27th agreement. You 22 specifically deny this. Got to be a mistake. 23 A I don't recall the basis for a specific 24 denial. 25 Q And so in fact, on the 27th, SJC entered</p>	<p style="text-align: right;">page 331</p> <p>1 Do you see that? 2 A I do. 3 Q That's true, isn't it? 4 A The Antoses individually did not/the 5 Antos Trust did. 6 Q So let's look at your answer. And you 7 know that Antos means the Antos parties; right? 8 A Well, if the Antos party are multiple 9 parties, then one did, and one or two did not. 10 Q So let's just take a look at your answer 11 to 15 -- or 14. "Counter-defendant admits the 12 property was conveyed to SHAC, and SHAC leased the 13 property to counter-defendant. As to the 14 remaining allegations in the paragraph, 15 counter-defendant is without sufficient knowledge 16 or information and therefore specifically denies." 17 What other allegations are in the paragraph? 18 MS. BARRAZA: Objection. The document 19 speaks for itself. 20 MR. MUSHKIN: Counsel, you know that's 21 not a valid objection; right. 22 MS. BARRAZA: I will lodge the 23 objections that I see fit. So continue. 24 MR. MUSHKIN: Well, but you do know that 25 there's, like, an article out that that's not a</p>

<p style="text-align: right;">page 332</p> <p>1 proper objection?</p> <p>2 MS. BARRAZA: You can continue.</p> <p>3 MR. MUSHKIN: Gee, thanks. I consider</p> <p>4 that objection to be coaching your witness, just</p> <p>5 for the record.</p> <p>6 MS. BARRAZA: That's fine.</p> <p>7 MR. MUSHKIN: It's not a valid, and you</p> <p>8 know it.</p> <p>9 MS. BARRAZA: That's fine.</p> <p>10 THE WITNESS: Do you really think I need</p> <p>11 coaching, Mr. Mushkin?</p> <p>12 MR. MUSHKIN: What's that?</p> <p>13 THE WITNESS: Do you really think I need</p> <p>14 coaching?</p> <p>15 MR. MUSHKIN: Oh, you definitely need</p> <p>16 coaching, absolutely.</p> <p>17 BY MR. MUSHKIN:</p> <p>18 Q So I guess this is just merely language</p> <p>19 that was put in here because there's no other</p> <p>20 allegation in 14; is that fair? You admit the two</p> <p>21 allegations in 14; is that fair?</p> <p>22 A To the extent those are the only</p> <p>23 allegations, yes, and the document speaks for</p> <p>24 itself.</p> <p>25 Q In paragraph 15, yes, paragraph 15 is</p>	<p style="text-align: right;">page 334</p> <p>1 Q Thank you.</p> <p>2 Let's take a look at paragraph 17.</p> <p>3 Paragraph 17 is correct; is that also not true?</p> <p>4 A Those representations were true at the</p> <p>5 time and subsequently modified.</p> <p>6 Q And the modification was the extension,</p> <p>7 the forbearance, the Amended Forbearance</p> <p>8 Agreement; is that correct?</p> <p>9 A Together with certain payments to CBCI.</p> <p>10 Q Paragraph 18 sets out some of the</p> <p>11 provisions that were within the Forbearance</p> <p>12 Agreement. Take a minute and read paragraph 18.</p> <p>13 A Okay.</p> <p>14 Q Anything in paragraph 18 that's not true</p> <p>15 as it relates to the original Forbearance</p> <p>16 Agreement?</p> <p>17 MS. BARRAZA: Objection. Form.</p> <p>18 A It's true with relation to the original</p> <p>19 agreement; however, this does not reflect</p> <p>20 subsequent modifications.</p> <p>21 Q So why did you deny it?</p> <p>22 A Because it's not completely</p> <p>23 representative of the agreement. It only</p> <p>24 represents part of the agreement.</p> <p>25 Q Well, it represents the Forbearance</p>
<p style="text-align: right;">page 333</p> <p>1 the same thing. You admit, but then you say, "As</p> <p>2 to the remaining allegations." There's no</p> <p>3 allegation other than the lease in paragraph 15,</p> <p>4 correct, and the consent to lease? Paragraph 15</p> <p>5 is true; is that fair Mr. Bloom?</p> <p>6 MS. BARRAZA: Objection. Form.</p> <p>7 MR. MUSHKIN: What's the objection?</p> <p>8 MS. BARRAZA: Form.</p> <p>9 (Reporter clarification.)</p> <p>10 MR. MUSHKIN: I didn't hear her. I'm</p> <p>11 sorry, Jay.</p> <p>12 THE WITNESS: Not important.</p> <p>13 Paragraph 15, to the extent that there</p> <p>14 are only those two, the allegations would be true.</p> <p>15 So it would be admit.</p> <p>16 BY MR. MUSHKIN:</p> <p>17 Q So let's go to 16. You were aware that</p> <p>18 there was a document in the closing package called</p> <p>19 Consent to Lease; is that correct?</p> <p>20 A Yes.</p> <p>21 Q And paragraph 2 of the Consent to Lease</p> <p>22 contains the language contained in paragraph 16;</p> <p>23 is that correct?</p> <p>24 A To the best of my recollections, without</p> <p>25 having the document in front of me to review, yes.</p>	<p style="text-align: right;">page 335</p> <p>1 Agreement, doesn't it? You're alleging --</p> <p>2 A It represents --</p> <p>3 Q Let my finish my question.</p> <p>4 Your allegation is that there's</p> <p>5 subsequent modifications; correct?</p> <p>6 A Are you finished with your question?</p> <p>7 Q Yes.</p> <p>8 A Yes, there are subsequent modifications</p> <p>9 that are incorporated into the Forbearance</p> <p>10 Agreement which are not reflected in this</p> <p>11 question.</p> <p>12 Q Think about what you just said,</p> <p>13 subsequent modification integrated into the</p> <p>14 Forbearance Agreement. The Forbearance Agreement</p> <p>15 is at a date certain, and at the end of the</p> <p>16 Forbearance Agreement these terms do exist, do</p> <p>17 they not?</p> <p>18 MS. BARRAZA: Objection. Form.</p> <p>19 A At the time the Forbearance Agreement</p> <p>20 was executed, yes.</p> <p>21 Q Thank you.</p> <p>22 A At the time of the complaint, no. I'm</p> <p>23 sorry. I wasn't finished answering.</p> <p>24 At the time of the complaint, no, these</p> <p>25 terms would not exist.</p>

<p style="text-align: right;">page 336</p> <p>1 Q Well, but that's not what the paragraph 2 asks. The paragraph says, "As a part of the 3 Forbearance Agreement," and then it has certain 4 terms. On August 4th of 2017, SHAC was organized, 5 paragraph 19. Paragraph 19 says Counter-defendant 6 is without sufficient knowledge. But you formed 7 SHAC, didn't you? 8 A I did. 9 Q So how is it that you don't know that it 10 was formed on August 4th of 2017? 11 A SHAC was organized with the initial 12 members being SJC, CBC, and the Antoses, and then 13 there was an immediate resignation. So SHAC, 14 although it was organized on that date with those 15 parties, I think it was by the end of that date it 16 was just the Antoses, so -- 17 Q Let take a look a little closer, 18 Mr. Bloom. It's true that on or about August 4th, 19 SHAC was organized with the initial members being 20 SJC, CBC Partners, and Antos. That is a true 21 statement; correct? 22 A That's a statement that is partially 23 reflective of the truth and -- 24 Q Hang on. Hang on. That statement is 25 true; correct? Let's look at the next paragraph.</p>	<p style="text-align: right;">page 338</p> <p>1 representation, I'll accept it to the extent that 2 I'd qualify it with the pledges do not include 3 SJC, as SJC is not a signatory of the Pledge 4 Agreement. 5 Q But you don't deny that the language is 6 contained in the Pledge Agreement? 7 A As discussed earlier, the legacy 8 language is incorporated... 9 (Reporter clarification.) 10 A In parts of the Pledge Agreement, 11 omitted in other parts of the Pledge Agreement, 12 and is not present in other agreements that we've 13 discussed during the course of this litigation. 14 Q So in the next paragraph it talks about 15 "SJC Ventures has done none of the required acts 16 to fulfill its obligations under the operating 17 agreement and pledge agreements." Do you see 18 that? 19 A I do see that. 20 Q Do you know what your response was? 21 A What was the response? 22 Q Well, your typical "The document speaks 23 for itself," but "To the extent a response is 24 required, counter-defendant is without sufficient 25 knowledge or information upon which to form a</p>
<p style="text-align: right;">page 337</p> <p>1 "On or about August 9th, CBC Partners resigned." 2 Do you see that? 3 A Yes. 4 Q That's also true, isn't it? 5 A Without having the papers in front of me 6 to substantiate the dates, on or about August 9th, 7 yes. 8 Q Thank you. 9 Paragraph 21 relates to the 100 percent 10 pledge, and you denied this allegation; is that 11 correct? 12 A Correct. 13 Q And I know I've asked you, so I'm not 14 going to go into whether you have a document or 15 anything like that. All right. That one's fine. 16 Item 24. So 24 says, "In addition to 17 pledging membership interest, the pledgors agree 18 not to sell, assign, or by operation authorize, 19 dispose of, or grant any option with respect to 20 the pledged collateral." Do you see paragraph 24? 21 A I do see paragraph 24. 22 Q And that is language that comes directly 23 from the agreement, is it not? 24 MS. BARRAZA: Objection. Form. 25 A I don't -- if that's your</p>	<p style="text-align: right;">page 339</p> <p>1 belief as to the truth of the allegations 2 contained in said paragraph and thereof generally 3 and specifically deny the allegations contained 4 therein." I'm sorry. I read you the wrong 5 paragraph. 6 Answering paragraph 25, 7 "Counter-defendant denies the allegations and 8 denies that it was required to act at all under 9 the Pledge Agreement, as it did not execute the 10 Pledge Agreement." 11 I understand your response to the Pledge 12 Agreement, but I do not understand your response 13 as to the operating agreement. Is it your 14 testimony that you were not required to act under 15 the operating agreement? 16 A Paragraph 25 alleges that SJC Ventures 17 has done none of the required acts. I'm denying 18 that allegation. 19 Q Thank you. 20 I just have one more to go through, and 21 that's the answer to the counterclaim of CBC. 22 A I'd just like to enter into the record 23 that we've now passed ten hours into a seven-hour 24 deposition. So I'm hoping when I say you just 25 have one more it is actually just one more.</p>

<p>1 Q Just one more.</p> <p>2 Do you see that document?</p> <p>3 A I do.</p> <p>4 Q Where is my counterclaim?</p> <p>5 A I am without sufficient knowledge or</p> <p>6 information to know where your counterclaim is.</p> <p>7 Q Oh, I know.</p> <p>8 I'm just going to try to cut to the</p> <p>9 actual -- Mr. Bloom, is it your testimony that</p> <p>10 SHAC has fully performed the Forbearance</p> <p>11 Agreement?</p> <p>12 A To the extent that it has obligations in</p> <p>13 the Forbearance Agreement, those obligations that</p> <p>14 actually exist, yes.</p> <p>15 Q And is it that you're saying -- your</p> <p>16 statement would be the same for SJC?</p> <p>17 A Yes, statement is the same.</p> <p>18 Q Now, it's kind of interesting, because</p> <p>19 you're the plaintiff in this case and you sued</p> <p>20 under these very contracts. You understand that?</p> <p>21 A I do.</p> <p>22 Q So by what right do you stay in this</p> <p>23 property if not pursuant to the contracts that we</p> <p>24 refer to as the closing package?</p> <p>25 MS. BARRAZA: Objection. Form.</p>	<p>page 340</p> <p>1 (The videoconference deposition was</p> <p>2 concluded at 3:11 p.m.)</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>page 342</p>
<p>page 341</p> <p>1 A Just because your client breached and</p> <p>2 committed material omissions, that does not negate</p> <p>3 the rights that I have under the contract, given</p> <p>4 my performance under the contract for -- and when</p> <p>5 I say "my," I mean SJC and SHAC's performance</p> <p>6 under -- its actual obligations under the</p> <p>7 agreements.</p> <p>8 Q And the actual obligations include the</p> <p>9 retirement of this debt, doesn't it?</p> <p>10 A It does not.</p> <p>11 Q It was disclosed in the very beginning</p> <p>12 that KCI was the maker of the note; right?</p> <p>13 A It was represented that -- KCI was one</p> <p>14 of the makers of the note.</p> <p>15 Q Thank you very much.</p> <p>16 A It was represented there was a third</p> <p>17 mortgage.</p> <p>18 I'm sorry. I'm not finished with my</p> <p>19 answer.</p> <p>20 It was represented as an obligation of</p> <p>21 the Antos Trust, which it turned out not to be the</p> <p>22 case. There was no third mortgage.</p> <p>23 Was that your final question?</p> <p>24 MR. MUSHKIN: I'm done. Thank you very</p> <p>25 much, Mr. Bloom.</p>	<p>page 343</p> <p>1 CERTIFICATE OF WITNESS</p> <p>2 PAGE LINE CHANGE REASON</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13 I, Jay Bloom, deponent herein, do hereby</p> <p>14 certify and declare under the penalty of perjury</p> <p>15 that the within and foregoing transcription,</p> <p>16 including my corrections reflected above, is a</p> <p>17 true and correct transcription of my testimony</p> <p>18 contained therein; that I have read, corrected,</p> <p>19 and hereby affix my signature to said deposition.</p> <p>20 Executed this ____ day of _____, 2020,</p> <p>21 at _____.</p> <p>22 (City/State)</p> <p>23</p> <p>24</p> <p>25 Jay Bloom, Deponent</p> <p>CERTIFICATE OF REPORTER</p>

page 344

1
2 STATE OF NEVADA)
3) SS.
4 COUNTY OF CLARK)
5
6 I, Cari M. Inkenbrandt, a Certified
7 Court Reporter duly licensed by the State of
8 Nevada, do hereby certify:
9 That I reported the deposition of Jay
10 Bloom, commencing on November 5, 2020;
11 That prior to being deposed, the witness
12 was duly sworn by me to testify to the truth;
13 That I thereafter transcribed my said
14 stenographic notes into written form;
15 That the typewritten transcript is a
16 complete, true, and accurate transcription of my
17 said stenographic notes;
18 I further certify that pursuant to FRCP
19 Rule 30(3)(1) that the signature of the deponent:
20 ____X____ was requested by the witness or
21 party before completion of the deposition;
22 _____ was not requested by the
23 deponent or a party before the completion of the
24 deposition.
25 I further certify that I am not a

page 345

1 relative or employee of counsel or of any of the
2 parties involved in the proceeding.
3 IN WITNESS WHEREOF, I have hereunto set
4 my hand in my office in the County of Clark, State
5 of Nevada, this 9th day of November 2020.
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Cari Michele Inkenbrandt, RPR, CCR #939

EXHIBIT “II”

APN: 163-29-615-007

RETURN TO/TRUSTEE CONTACT INFO:

Nevada Trust Deed Services
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
(702)733-9900

Inst #: 20201215-0000746

Fees: \$42.00

12/15/2020 08:31:08 AM

Receipt #: 4326307

Requestor:

Nevada Trust Deed Service

Recorded By: SCHIABLE Pgs: 2

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

NOTICE OF TRUSTEE'S SALE

FILE NO 20-09-008-FCL

DATED: December 11, 2020

On January 5, 2021 at 09:30 AM, Nevada Trust Deed Services, as duly appointed or substituted Trustee under and pursuant to the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated December 17, 2014 recorded as Instrument No. 20141229-0002856, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada executed by Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and Sheila Antos Living Trust dated April 26, 2007, and any amendments thereto in favor of 5148 Spanish Heights, LLC, a Nevada limited liability company as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News, 930 S. Fourth Street, Las Vegas, NV 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

Lot Seven (7) in Block Five (5) of Spanish Hills Estates Unit 5A, as shown by map thereof on file in Book 107, of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada.

Together with any and all improvements, personal property and fixtures located thereon or otherwise described in the Deed of Trust and in any other instruments in favor of the Beneficiary, and all singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issues and profits thereof.

Commonly known as: 5148 Spanish Heights Dr, Las Vegas, NV 89148, APN: 163-29-615-007

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal balance of the obligations secured by said Deed of Trust, to wit: \$2,935,001.14 together with interest, fees, premiums and charges thereon, as provided in said Secured Promissory Note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

NEVADA TRUST DEED SERVICES

By: Michele Dobar
Michele Dobar, Foreclosure Officer

Published in Nevada Legal News on the following dates:
December 15, 2020, December 22, 2020, December 29, 2020

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on December 11, 2020 by Michele Dobar, as Foreclosure Officer of Nevada Trust Deed Services.

Signature Tanya Chau
(Notary Public)

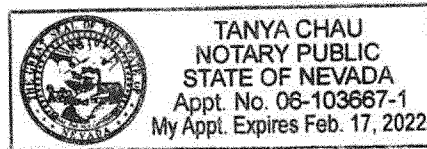


EXHIBIT “JJ”

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DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION COMPANY,)
LLC, a Nevada Limited Liability Company;)
SJC VENTURES HOLDING COMPANY, LLC d/b/a)
SJC VENTURES, LLC, a Delaware Limited)
Liability Company,)
)
 Plaintiffs,)
vs.)
 Case No.)
 A-20-813439-B

CBC PARTNERS I, LLC, a foreign Limited)
Liability Company; CBC PARTNERS, LLC, a)
foreign Limited Liability Company; 5148)
SPANISH HEIGHTS, LLC, a Nevada Limited)
Liability Company; KENNETH ANTOS AND)
SHEILA NEUMANN-ANTOS, as Trustees of the)
Kenneth & Sheila Antos Living Trust and)
the Kenneth M. Antos & Sheila M.)
Neumann-Antos Trust; DACIA, LLC, a)
foreign Limited Liability Company; DOES)
I through X; and ROE CORPORATIONS I)
through X, inclusive,)
)
 Defendants.)
_____)

DEPOSITION OF ALAN HALLBERG

NRCP 30(b)(6) FOR CBC PARTNERS I, LLC

Via Videoconference

Taken on Friday, November 6, 2020

By a Certified Stenographer

At 9:30 a.m.

Las Vegas, Nevada

Reported by: HOLLY LARSEN, CCR 680, CA CSR 12170

Job No. 42660A

2	4
1 APPEARANCES:	1 P R O C E E D I N G S
2 For the Plaintiffs:	2
3 (Via Videoconference)	3 THE COURT REPORTER: Good morning. My name is
4 MAIER GUTIERREZ & ASSOCIATES	4 Holly Larsen. I am a Nevada Certified Court Reporter
5 BY: DANIELLE J. BARRAZA, ESQ.	5 here on behalf of Oasis Reporting Services. My CCR
6 8816 Spanish Ridge Avenue	6 number is 680.
7 Las Vegas, Nevada 89148	7 Today's date is Friday, November 6, 2020. The
8 702.629.7900	8 time is approximately 9:30 a.m. This is the deposition
9 djb@mgalaw.com	9 of NRCP 30(b)(6) for CBC Partners I, LLC, Alan
10 For Defendants CBC Partners I, LLC; CBC Partners, LLC;	10 Hallberg, in the matter of Spanish Heights Acquisition
11 5148 Spanish Heights, LLC; and Dacia LLC:	11 Company, LLC, et al., versus CBC Partners I, LLC, et
12 (Via Videoconference)	12 al., venued in the District Court of the State of
13 MUSHKIN & COPPEDGE	13 Nevada for the County of Clark, Case Number
14 BY: MICHAEL R. MUSHKIN, ESQ.	14 A-20-813439-B.
15 6070 South Eastern Avenue	15 At this time, I will ask counsel to identify
16 Suite 270	16 themselves, state whom they represent, and agree on the
17 Las Vegas, Nevada 89119	17 record that there is no objection to this deposition
18 702.454.3333	18 officer administering a binding oath to the witness
19 mmushkin@mccnvlaw.com	19 through remote videoconferencing. If no objection is
20	20 stated, we will proceed forward with the agreement of
21	21 all counsel. We will begin appearances with the
22	22 noticing attorney.
23	23 MS. BARRAZA: Good morning. Danielle
24	24 Barraza on behalf of the plaintiffs. No objection.
25	25 MR. MUSHKIN: Good morning. Mike Mushkin
3	5
1 I N D E X	1 on behalf of the defendants. No objection. Thank
2 WITNESS PAGE	2 you for recording for us or whatever you're doing.
3 ALAN HALLBERG	3 Whereupon,
4 Examination by Ms. Barraza 5, 70	4 ALAN HALLBERG,
5 Examination by Mr. Mushkin 67, 72	5 having been first duly sworn to testify to the truth,
6	6 was examined, and testified as follows:
7 E X H I B I T S	7
8 NUMBER PAGE	8 EXAMINATION
9 Exhibit 1 Grant, Bargain, Sale Deed 26	9 BY MS. BARRAZA:
10 Exhibit 2 Secured Promissory Note 18	10 Q. Good morning. Can you please state your
11 Exhibit 3 Forbearance Agreement 40	11 name and spell your name for the record?
12 Exhibit 5 Deed of Trust 28	12 A. Alan Hallberg. First is A-l-a-n. Last is
13 Exhibit 7 Note Purchase and Sale 56	13 H-a-l-l-b-e-r-g.
14 Agreement	14 Q. And have you ever had your deposition taken
15 Exhibit 8 April 1, 2020, 58	15 before?
16 Exhibit 9 April 3, 2020, 60	16 A. No.
17 Correspondence	17 Q. So I'm just going to kind of go through
18 Exhibit 12 Correspondence with 47	18 really quick. I'm sure your counsel already advised
19 Exhibit 13 Notice of Default 61	19 you, but a little bit of ground rules for this
20 Exhibit 14 Notice of Breach and 63	20 deposition, how it's going to work. The oath you
21 Election to Sell Under Deed	21 just took is the same exact oath that you would take
22 of Trust	22 in a court of law. Do you understand that?
23 Exhibit 19 Responses to First Set of 53	23 A. Yes.
24 Requests for Production of	24 Q. That means you're subject to the same
25 Documents	25 penalties of perjury just as you would in a court of
26 Deposition Notice 8	

<p>6</p> <p>1 law. Do you understand that?</p> <p>2 A. Yes.</p> <p>3 Q. Really important in this deposition that we</p> <p>4 do not talk over each other. So please wait for me</p> <p>5 to finish my question before going into your answer,</p> <p>6 and I'm going to try to wait for you to finish your</p> <p>7 complete answer before going into my next question.</p> <p>8 Okay?</p> <p>9 A. Yes.</p> <p>10 Q. There's times where you might say "uh-huh,"</p> <p>11 "uh-uh," shake your head, nod your head. If you do</p> <p>12 that, I'm just going to ask for a verbal response.</p> <p>13 Not trying to be rude, just trying to have a clear</p> <p>14 record. Okay?</p> <p>15 A. Yep.</p> <p>16 Q. There's times that your counsel will be</p> <p>17 lodging objections throughout the course of this</p> <p>18 deposition. So unless you're specifically</p> <p>19 instructed not to answer the question, even if</p> <p>20 there's an objection, we do still expect you to</p> <p>21 answer. Do you understand that?</p> <p>22 A. Yes.</p> <p>23 Q. Is there any reason why you won't be able</p> <p>24 to give me your full, complete, and truthful answers</p> <p>25 to the questions today?</p>	<p>8</p> <p>1 when you have that pulled up.</p> <p>2 (Exhibit 26 marked.)</p> <p>3 BY MS. BARRAZA:</p> <p>4 Q. You're looking at a document, Notice of</p> <p>5 Taking Web-Based Video Deposition of NRCP 30(b)(6)</p> <p>6 Deposition of CBC Partners I, LLC. Is that what</p> <p>7 you're looking at?</p> <p>8 A. Yes.</p> <p>9 Q. So this is what's called the notice for</p> <p>10 this deposition that we're in right now. Have you</p> <p>11 previously reviewed this document?</p> <p>12 A. This morning.</p> <p>13 Q. Was this morning the first time you ever</p> <p>14 saw this?</p> <p>15 A. Yes.</p> <p>16 Q. So I want to turn your attention to page 2</p> <p>17 of Exhibit 26. Do you see where it says "Topics"?</p> <p>18 A. Yes.</p> <p>19 Q. What I want you to do is look through those</p> <p>20 topics. You apparently looked through it this</p> <p>21 morning, but if you would look through, again,</p> <p>22 Topics 1 through 39 and let me know if you are, in</p> <p>23 fact, the person with the ability to testify as to</p> <p>24 all these topics.</p> <p>25 A. Yes.</p>
<p>7</p> <p>1 A. No. No reason.</p> <p>2 Q. Can you give me a description of how you</p> <p>3 are related to CBC Partners I, LLC?</p> <p>4 A. I am the chief credit officer of the</p> <p>5 general partnership CBC Partners, LLC, and we manage</p> <p>6 the loans of the fund CBC Partners I, LLC.</p> <p>7 Q. Okay. How long have you been in that role?</p> <p>8 A. Since its founding in 2007. November 2007.</p> <p>9 Q. And did you go to college?</p> <p>10 A. Yes.</p> <p>11 Q. Where did you go?</p> <p>12 A. Georgetown University.</p> <p>13 Q. What's your degree in?</p> <p>14 A. Bachelor of science.</p> <p>15 Q. Any other post-graduate education?</p> <p>16 A. No.</p> <p>17 Q. Have you ever been convicted of a crime?</p> <p>18 A. No.</p> <p>19 Q. Have you ever been arrested for any crimes</p> <p>20 involving dishonesty?</p> <p>21 A. No.</p> <p>22 Q. When did you first learn about this</p> <p>23 deposition?</p> <p>24 A. I believe it was last week.</p> <p>25 Q. If we could go to Exhibit 26, and tell me</p>	<p>9</p> <p>1 Q. Is there anybody else at CBC Partners I,</p> <p>2 LLC, who would be better equipped to answer any of</p> <p>3 those topics that you just reviewed?</p> <p>4 A. No.</p> <p>5 Q. So would you agree with me that you are the</p> <p>6 person with the most knowledge on behalf of CBC</p> <p>7 Partners I, LLC, to answer these questions or these</p> <p>8 topics?</p> <p>9 A. Yes.</p> <p>10 Q. Have you reviewed any documents in</p> <p>11 preparation for your deposition testimony today?</p> <p>12 A. No.</p> <p>13 Q. Did you actually do anything to prepare</p> <p>14 yourself for answering these topics on Exhibit 26?</p> <p>15 A. No.</p> <p>16 Q. Did you speak with your counsel -- I don't</p> <p>17 want to know the details of any conversation, but</p> <p>18 did you speak with your counsel about this</p> <p>19 deposition today?</p> <p>20 A. Yes.</p> <p>21 Q. Were those conversations all taking place</p> <p>22 this morning?</p> <p>23 A. No.</p> <p>24 Q. When were the other conversations that you</p> <p>25 had?</p>

10	<p>1 A. Yesterday and sometime last week. I don't</p> <p>2 remember the exact day.</p> <p>3 Q. Yesterday's conversation, how long did that</p> <p>4 conversation with your counsel last?</p> <p>5 A. Approximately 15 to 20 minutes.</p> <p>6 Q. I just want to confirm during that</p> <p>7 conversation you did not review any documents?</p> <p>8 A. Correct.</p> <p>9 MR. MUSHKIN: Excuse me, Counsel. You mean</p> <p>10 other than the ones that you provided?</p> <p>11 MS. BARRAZA: We can clarify that actually.</p> <p>12 BY MS. BARRAZA:</p> <p>13 Q. Let me ask you this: I assume your counsel</p> <p>14 forwarded you along the exhibits for this</p> <p>15 deposition?</p> <p>16 A. This morning.</p> <p>17 Q. So this morning, did you review those</p> <p>18 exhibits?</p> <p>19 A. No.</p> <p>20 Q. Now, you also mentioned talking to your</p> <p>21 counsel a few weeks ago or last week?</p> <p>22 A. Last week. I don't remember the exact day.</p> <p>23 Q. That's fine. How long did that</p> <p>24 conversation last?</p> <p>25 A. Approximately 15 minutes.</p>	12
11	<p>1 Q. And did you review any documents during</p> <p>2 that conversation?</p> <p>3 A. No.</p> <p>4 Q. Have you spoken with either Kenneth or</p> <p>5 Sheila Antos regarding this deposition?</p> <p>6 A. No.</p> <p>7 Q. When was the last time you spoke to Kenneth</p> <p>8 Antos?</p> <p>9 A. I believe that was in March of this year</p> <p>10 prior to the sale of our note.</p> <p>11 Q. So March of 2020 is when you believe is the</p> <p>12 last time you spoke to Kenneth Antos; correct?</p> <p>13 A. Yes.</p> <p>14 Q. Was that conversation over the phone or in</p> <p>15 person?</p> <p>16 A. Phone.</p> <p>17 Q. And have you exchanged any kind of email or</p> <p>18 text or any other kind of communications with</p> <p>19 Kenneth Antos since then?</p> <p>20 A. Yes. I believe I received an email from</p> <p>21 Antos. I think it was either early this week or</p> <p>22 last week. He was forwarding mortgage statements on</p> <p>23 the property, which were -- the payments were</p> <p>24 falling behind. So he had received copies and</p> <p>25 forwarded those to me.</p>	13
	<p>1 Q. At some point either this week or last</p> <p>2 week, Kenneth Antos was emailing you and it was</p> <p>3 mortgage documents. When you say "mortgage</p> <p>4 documents," are you talking about --</p> <p>5 A. Statements.</p> <p>6 Q. Sorry?</p> <p>7 A. Statements.</p> <p>8 Q. Mortgage statements. And are you talking</p> <p>9 about the first mortgage, the second mortgage, or</p> <p>10 which mortgage?</p> <p>11 A. I believe it was the first mortgage that</p> <p>12 was showing delinquency.</p> <p>13 Q. Was there any substantive comments that</p> <p>14 Kenneth left you in that email, or was he just</p> <p>15 forwarding you those mortgage statements?</p> <p>16 A. Simply forwarding.</p> <p>17 Q. Did you respond to that email?</p> <p>18 A. No.</p> <p>19 Q. Aside from that email you just mentioned,</p> <p>20 any other conversations you've had with Kenneth</p> <p>21 Antos since the one you had in March of 2020 over</p> <p>22 the phone?</p> <p>23 A. I don't believe so. Certainly not on the</p> <p>24 phone. He may have forwarded other emails in the</p> <p>25 past, but I don't recall. I didn't reply to him.</p>	

<p>14</p> <p>1 Q. Do you recall testifying at that</p> <p>2 preliminary injunction hearing for this litigation</p> <p>3 back in May?</p> <p>4 A. Yes.</p> <p>5 Q. And do you recall testifying that the only</p> <p>6 business that CBC Partners I, LLC, had conducted in</p> <p>7 Nevada was with respect to the origination of the</p> <p>8 loan to Kenneth Antos' company such as Pacific</p> <p>9 Restaurant Brands? Do you recall that?</p> <p>10 A. Yes.</p> <p>11 Q. Now is that still the case as you sit here</p> <p>12 today? Is there any other business that CBC</p> <p>13 Partners I, LLC, has conducted in the state of</p> <p>14 Nevada aside from that loan associated with Kenneth</p> <p>15 Antos?</p> <p>16 A. There was a smaller loan that was</p> <p>17 outstanding for 12 months with a Las Vegas-based</p> <p>18 company. It was repaid on schedule. That, I</p> <p>19 believe, was at least five years ago, if not longer.</p> <p>20 Q. Did that Las Vegas-based company have</p> <p>21 anything to do with Kenneth Antos?</p> <p>22 A. No.</p> <p>23 Q. So I want to get into talking about the</p> <p>24 origination of the loan. And when I'm talking about</p> <p>25 the loan so that we can kind of shorten it to only</p>	<p>16</p> <p>1 Q. I assume in discussing the concept of</p> <p>2 providing a loan, CBC Partners I, LLC, conducted</p> <p>3 some sort of due diligence into these companies?</p> <p>4 A. Yes.</p> <p>5 MR. MUSHKIN: Objection to the form of the</p> <p>6 question.</p> <p>7 You should answer, please.</p> <p>8 THE WITNESS: Yes. We performed due</p> <p>9 diligence.</p> <p>10 BY MS. BARRAZA:</p> <p>11 Q. And just, in general, what did that kind of</p> <p>12 due diligence entail?</p> <p>13 A. Review of financial statements, historical</p> <p>14 financial statements, review of projections, review</p> <p>15 of assets within those financial statements, review</p> <p>16 of Ken Antos' personal financial condition including</p> <p>17 the property.</p> <p>18 Q. So when you say you also reviewed -- or CBC</p> <p>19 Partners I, LLC, also reviewed Ken Antos' personal</p> <p>20 financial condition including the property, what did</p> <p>21 it review regarding the property?</p> <p>22 A. I believe at the time he had provided us</p> <p>23 what would then be considered a recent appraisal.</p> <p>24 So we looked through that. We pulled comps from the</p> <p>25 neighborhood, so we looked at that.</p>
<p>15</p> <p>1 "loan," I'm talking about that loan that was</p> <p>2 provided to Kenneth Antos' various restaurant</p> <p>3 companies, Pacific Restaurant Brands. I think</p> <p>4 there's -- do you recall KCB? Is that another</p> <p>5 entity or no?</p> <p>6 A. No. There's KCI.</p> <p>7 Q. That's what I meant. And KCI. So do you</p> <p>8 understand that to be the underlying loan that's at</p> <p>9 issue in this litigation?</p> <p>10 A. Yes.</p> <p>11 Q. So tell me about how that loan first</p> <p>12 originated.</p> <p>13 A. Several years ago it was brought to us by a</p> <p>14 finder. The purpose of the loan was to provide</p> <p>15 growth capital to a franchisee of a restaurant brand</p> <p>16 who was based in Las Vegas. And he was looking at</p> <p>17 growing not only in Las Vegas but in</p> <p>18 Southern California.</p> <p>19 Q. And do you recall who was that finder?</p> <p>20 A. The name is Doug Metz, M-e-t-z.</p> <p>21 Q. And prior to this point had CBC Partners I,</p> <p>22 LLC, ever conducted any kind of business with</p> <p>23 Kenneth Antos or any of his associated companies</p> <p>24 such as KCI Investments?</p> <p>25 A. No.</p>	<p>17</p> <p>1 Q. Back when this loan was being originated,</p> <p>2 did Kenneth Antos reveal that the owner of the</p> <p>3 property was the Antos trust?</p> <p>4 A. I don't recall.</p> <p>5 Q. And back when this loan was being</p> <p>6 originated, did CBC Partners I, LLC, conduct a title</p> <p>7 check to determine who the property was titled to?</p> <p>8 MR. MUSHKIN: I'd like a clarification if I</p> <p>9 could. You keep referencing when this originated.</p> <p>10 Are you talking about the original note or the lien</p> <p>11 on the property itself?</p> <p>12 MS. BARRAZA: I'm talking about back -- the</p> <p>13 original note. So I'm thinking back in the 2012</p> <p>14 time frame.</p> <p>15 BY MS. BARRAZA:</p> <p>16 Q. Is that the original note, Mr. Hallberg?</p> <p>17 A. Yes.</p> <p>18 Q. So back in this original note time frame in</p> <p>19 2012, did CBC Partners I, LLC, conduct any kind of</p> <p>20 title check regarding the property to determine who</p> <p>21 the owner was?</p> <p>22 A. No. Any title check would have been</p> <p>23 performed by our outside counsel in Seattle at the</p> <p>24 time that we took a security interest in the</p> <p>25 property.</p>

<p>18</p> <p>1 Q. I'm sorry. I missed the last part of what</p> <p>2 you just said.</p> <p>3 A. Any analysis or any title search would have</p> <p>4 been done by our outside counsel at the time that we</p> <p>5 were taking a security interest in the property.</p> <p>6 Q. Understood.</p> <p>7 A. Not by CBC Partners I.</p> <p>8 Q. Understood. If we could turn to Exhibit 2,</p> <p>9 just tell me when you have it pulled up.</p> <p>10 (Exhibit 2 marked.)</p> <p>11 THE WITNESS: Okay.</p> <p>12 BY MS. BARRAZA:</p> <p>13 Q. I just want to make sure, at the top of the</p> <p>14 page does it say "Secured Promissory Note"?</p> <p>15 A. Yes.</p> <p>16 Q. I'll represent to you this Exhibit 2 is a</p> <p>17 series of documents that have been submitted by your</p> <p>18 counsel in this litigation. It consists of the</p> <p>19 secured promissory note, and it also consists of</p> <p>20 various guaranty agreements and various</p> <p>21 modifications to that secured promissory note.</p> <p>22 If you could look at the bottom right-hand</p> <p>23 side of the first page of Exhibit 2, do you see how</p> <p>24 it says 5148SH?</p> <p>25 A. Yes.</p>	<p>20</p> <p>1 A. Yes.</p> <p>2 Q. It looks like Ken Antos signed on behalf of</p> <p>3 KCI Investments. Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. It looks like John Otter signed on behalf</p> <p>6 of CBC Partners I, LLC. Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Tell me who John Otter is.</p> <p>9 A. He's the managing partner of CBC Partners.</p> <p>10 Q. And is he still the managing partner?</p> <p>11 A. Yes.</p> <p>12 Q. Was John Otter the main representative on</p> <p>13 behalf of CBC Partners I, LLC, who was working on</p> <p>14 this loan with the Antos companies and working on</p> <p>15 this note?</p> <p>16 A. No. I was.</p> <p>17 Q. So you were personally involved, including</p> <p>18 back then in 2012?</p> <p>19 A. Yes.</p> <p>20 Q. I do want to go to page 612 on Exhibit 2.</p> <p>21 Tell me whenever you're there.</p> <p>22 A. Okay.</p> <p>23 Q. It looks like this is the first</p> <p>24 modification to the secured promissory note. Is</p> <p>25 that your understanding?</p>
<p>19</p> <p>1 Q. Then it says 000594?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So throughout this deposition, when</p> <p>4 I talk about page numbers, I'm going to be referring</p> <p>5 to those Bates stamps at the bottom right. Okay?</p> <p>6 A. Uh-huh. Yes.</p> <p>7 Q. And so looking at page 594 on Exhibit 2, is</p> <p>8 this, to your knowledge, a true and accurate copy of</p> <p>9 the original, the first security note?</p> <p>10 A. Yes.</p> <p>11 Q. All right. And this security note was</p> <p>12 between KCI Investments, LLC, as the borrower and</p> <p>13 CBC Partners I, LLC, as the lender; is that correct?</p> <p>14 A. Yes.</p> <p>15 Q. It appears from the face of this document</p> <p>16 the original loan amount was 300,000; is that</p> <p>17 correct?</p> <p>18 A. Yes.</p> <p>19 Q. Now, if we turn to -- actually, I want to</p> <p>20 turn to page 609 on Exhibit 2. Tell me whenever</p> <p>21 you're there.</p> <p>22 A. Okay.</p> <p>23 Q. I want to make sure we're looking at this.</p> <p>24 It appears to be a signature page of that secured</p> <p>25 promissory note. Is that your understanding?</p>	<p>21</p> <p>1 A. Yes.</p> <p>2 Q. And is it your understanding this note went</p> <p>3 through several modifications over the course of</p> <p>4 years?</p> <p>5 MR. MUSHKIN: Objection to the form.</p> <p>6 THE WITNESS: Yes.</p> <p>7 BY MS. BARRAZA:</p> <p>8 Q. Now, if we could go to 629 of Exhibit 2.</p> <p>9 Tell me whenever you're there.</p> <p>10 A. Okay.</p> <p>11 Q. This appears to be an acknowledgement and</p> <p>12 agreement of guarantors. What do you understand</p> <p>13 this document to be?</p> <p>14 A. As it clearly states it's an</p> <p>15 acknowledgement by the guarantors there was a loan</p> <p>16 modification.</p> <p>17 Q. Is it CBC Partners I, LLC's understanding</p> <p>18 that the personal guarantors were Kenneth Antos and</p> <p>19 Sheila Antos for this loan?</p> <p>20 A. Yes.</p> <p>21 Q. Were there any other guarantors for this</p> <p>22 loan?</p> <p>23 A. I believe initially there was another</p> <p>24 guarantor, but he did not continue with the loan.</p> <p>25 The primary guarantors were Kenneth and Sheila</p>

<p style="text-align: right;">22</p> <p>1 Antos.</p> <p>2 Q. So you believe there was another individual</p> <p>3 guarantor?</p> <p>4 A. Yes.</p> <p>5 Q. Now, if you could just tell me in general</p> <p>6 how do these various modifications come about? Was</p> <p>7 this a situation of Mr. Antos approaching CBC</p> <p>8 Partners I, LLC, asking for a modification, or how</p> <p>9 did this come about?</p> <p>10 A. Usually he was asking for additional money</p> <p>11 to fund the growth. And then he would approach us</p> <p>12 and ask for extensions of maturity date because he</p> <p>13 wasn't quite ready to pay the loan.</p> <p>14 Q. I assume throughout the course of the</p> <p>15 years, as further modifications were granted, CBC</p> <p>16 Partners I, LLC, was in agreement with providing</p> <p>17 those additional funds in exchange for these</p> <p>18 additional modifications to the note; is that</p> <p>19 correct?</p> <p>20 A. Yes.</p> <p>21 Q. Now, I'd like to get into at some point in</p> <p>22 time were there discussions about CBC Partners I,</p> <p>23 LLC, obtaining a deed of trust on the property?</p> <p>24 A. Yes.</p> <p>25 Q. Tell me about how those conversations came</p>	<p style="text-align: right;">24</p> <p>1 Q. Has CBC Partners I, LLC, gone through its</p> <p>2 emails with Kenneth Antos since the commencement of</p> <p>3 this litigation?</p> <p>4 A. No.</p> <p>5 Q. Are there potentially emails out there</p> <p>6 between CBC Partners I and Kenneth Antos regarding</p> <p>7 discussing the possibility of CBC Partners I, LLC,</p> <p>8 obtaining that deed of trust on the property?</p> <p>9 MR. MUSHKIN: Objection to the form of the</p> <p>10 question. Vague and ambiguous.</p> <p>11 Please answer if you can.</p> <p>12 THE WITNESS: I believe most of the</p> <p>13 communication regarding this deed of trust was</p> <p>14 verbal. It was telephonic. There may have been</p> <p>15 some emails, but most of the negotiation was</p> <p>16 telephonic.</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q. And so what we would ask is that CBC</p> <p>19 Partners I, LLC, goes through and looks at its prior</p> <p>20 emails. And if it uncovers any emails with Kenneth</p> <p>21 Antos specifically regarding the deed of trust and</p> <p>22 the discussions about CBC Partners I obtaining a</p> <p>23 deed of trust on the property, we would ask that</p> <p>24 those be produced. Is that something that's doable?</p> <p>25 A. I would defer to counsel on that.</p>
<p style="text-align: right;">23</p> <p>1 about.</p> <p>2 A. I don't recall all of the details.</p> <p>3 Initially on the loan we had an assignment of a</p> <p>4 stream of payments due Mr. Antos. Those went away.</p> <p>5 They were already settled and we asked for</p> <p>6 replacement collateral, and that replacement</p> <p>7 collateral was a third position on the property.</p> <p>8 Q. What I'm trying to figure out is the</p> <p>9 additional collateral, the property, was that</p> <p>10 something Kenneth Antos had offered up, or was that</p> <p>11 something CBC Partners I brought up on its own as</p> <p>12 wanting to take that additional collateral?</p> <p>13 A. We brought it up. He agreed.</p> <p>14 Q. Okay. And do you recall approximately when</p> <p>15 those conversations took place?</p> <p>16 A. I don't recall.</p> <p>17 Q. Would those conversations have taken place</p> <p>18 in person or over the phone or email?</p> <p>19 A. Most likely over the phone.</p> <p>20 Q. Has CBC Partners I, LLC -- let me start</p> <p>21 with this question: Did you email Kenneth Antos</p> <p>22 back in the time frame of 2012 through 2014</p> <p>23 regarding the note?</p> <p>24 A. Probably. That's eight years ago. I'm</p> <p>25 sure Ken Antos and I had communication back then.</p>	<p style="text-align: right;">25</p> <p>1 MR. MUSHKIN: I don't see a problem with</p> <p>2 that. I don't need to have this on the record.</p> <p>3 (A discussion was held off the record.)</p> <p>4 BY MS. BARRAZA:</p> <p>5 Q. You mentioned you had various discussions</p> <p>6 with Kenneth Antos regarding CBC Partners I, LLC,</p> <p>7 wanting to take a deed of trust over the property as</p> <p>8 additional collateral. Was anybody else involved in</p> <p>9 these discussions?</p> <p>10 A. The original finder, Doug Metz, may have</p> <p>11 participated telephonically to the best of my</p> <p>12 recollection.</p> <p>13 Q. Do you recall Kenneth Antos having any kind</p> <p>14 of legal counsel during those specific discussions?</p> <p>15 A. Not on the call, no.</p> <p>16 Q. At any point during those discussions?</p> <p>17 A. No. My discussions were with Ken. He did</p> <p>18 not have counsel on the phone with him.</p> <p>19 Q. Going back to this Exhibit 2 and the</p> <p>20 secured promissory note documents and the various</p> <p>21 modifications, who drafted those documents?</p> <p>22 A. The outside counsel for CBC which is Lane</p> <p>23 Powell based in Seattle.</p> <p>24 Q. And does CBC Partners I, LLC, have any</p> <p>25 recollection of Kenneth Antos or any representative</p>

<p>26</p> <p>1 of the borrower making any kind of changes or</p> <p>2 proposing any kind of changes to the security</p> <p>3 promissory note or any of its modifications?</p> <p>4 A. I don't recall.</p> <p>5 Q. I want to turn to Exhibit 5. I do</p> <p>6 apologize. I do want to turn to Exhibit 1. Tell me</p> <p>7 whenever you're there.</p> <p>8 (Exhibit 1 marked.)</p> <p>9 THE WITNESS: Okay.</p> <p>10 BY MS. BARRAZA:</p> <p>11 Q. Exhibit 1 says "Grant Bargain Sale Deed" at</p> <p>12 the top. Do you see that?</p> <p>13 A. Yes.</p> <p>14 MR. MUSHKIN: Bates numbers PLTFS 00642 for</p> <p>15 purposes of identification.</p> <p>16 BY MS. BARRAZA:</p> <p>17 Q. So I'll represent to you this is a recorded</p> <p>18 copy of the grant, bargain, and sale deed with</p> <p>19 respect to the property. It indicates that Kenneth</p> <p>20 Antos and Sheila Antos, as joint tenants, for</p> <p>21 valuable consideration are conveying the property to</p> <p>22 their trust. Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. This was recorded -- you can look at the</p> <p>25 top right-hand corner -- in October of 2010. Do you</p>	<p>28</p> <p>1 dispute that?</p> <p>2 A. Not to my knowledge.</p> <p>3 Q. Going back to Exhibit 2, if you can, the</p> <p>4 secured promissory note, those documents. Tell me</p> <p>5 whenever you're there.</p> <p>6 A. I'm there.</p> <p>7 Q. In either this original secured promissory</p> <p>8 note on page 594 or in any of the modifications</p> <p>9 thereto that follow on these pages, was the Antos</p> <p>10 Trust listed as a borrower on any of those</p> <p>11 documents?</p> <p>12 A. I don't recall.</p> <p>13 Q. And was the Antos Trust listed as -- do you</p> <p>14 have any recollection of the Antos Trust being</p> <p>15 listed as a guarantor on the note?</p> <p>16 A. I don't have a recollection, no.</p> <p>17 Q. I do want to go back to Exhibit 5. Tell me</p> <p>18 whenever you're there.</p> <p>19 (Exhibit 5 marked.)</p> <p>20 THE WITNESS: Okay.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. I just want to make sure what we're looking</p> <p>23 at -- it says, Deed of Trust, Assignment of Rents,</p> <p>24 Security Agreement, and Fixture Filing. Is that</p> <p>25 what you're looking at?</p>
<p>27</p> <p>1 see that?</p> <p>2 A. Yes.</p> <p>3 Q. Does CBC Partners I, LLC, have any reason</p> <p>4 to dispute that during the time that it has</p> <p>5 conducted business with Kenneth Antos and his</p> <p>6 companies, the property -- during that time period,</p> <p>7 the property was owned by the Antos Trust and not</p> <p>8 Kenneth Antos and Sheila Antos individually; is that</p> <p>9 correct?</p> <p>10 MR. MUSHKIN: To the extent it calls for a</p> <p>11 legal conclusion, I object.</p> <p>12 Mr. Hallberg, you can answer the question</p> <p>13 if you can.</p> <p>14 THE WITNESS: For documentation, especially</p> <p>15 with respect -- especially with documents pertaining</p> <p>16 to the property, we relied heavily on advice from</p> <p>17 our external counsel in Seattle, Lane Powell. Being</p> <p>18 asked for specific information regarding whether</p> <p>19 these documents are good or not, you know, again,</p> <p>20 I'm not an attorney.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. Let me phrase it this way. Does CBC</p> <p>23 Partners I, LLC, have any reason to dispute, as it</p> <p>24 sits here today, that the Antos Trust owned the</p> <p>25 property as of October of 2010? Any reason to</p>	<p>29</p> <p>1 A. Yes.</p> <p>2 Q. Do you recognize this document?</p> <p>3 A. Yes.</p> <p>4 Q. What do you understand this document to be?</p> <p>5 A. A deed of trust drafted by outside counsel.</p> <p>6 Q. When you're talking about outside counsel,</p> <p>7 you're talking about CBC Partners I, LLC's outside</p> <p>8 counsel?</p> <p>9 A. Yes.</p> <p>10 Q. This is the deed of trust that CBC</p> <p>11 understands that it acquired against the property;</p> <p>12 is that correct?</p> <p>13 A. Yes.</p> <p>14 Q. All right. Was there any specific reason</p> <p>15 why CBC Partners I, LLC, did not want to take a deed</p> <p>16 of trust in the first place originally back when</p> <p>17 this note was issued?</p> <p>18 A. As I mentioned earlier, Mr. Antos had</p> <p>19 another piece of collateral we had taken position</p> <p>20 in. That ended up being sold, and the proceeds of</p> <p>21 that collateral were not applied to the loan. So we</p> <p>22 asked for additional collateral or replacement</p> <p>23 collateral which is the house.</p> <p>24 Q. That loan that you're talking about, the</p> <p>25 original loan, it was a commercial business loan for</p>

<p style="text-align: right;">30</p> <p>1 the purpose of his various restaurant entities?</p> <p>2 A. Yes.</p> <p>3 Q. I just want to make sure we're clear for</p> <p>4 the record. This deed of trust was not for the</p> <p>5 purpose of CBC Partners I, LLC, providing any funds</p> <p>6 to Kenneth Antos or any of his entities so that they</p> <p>7 could purchase the property; is that correct?</p> <p>8 MR. MUSHKIN: Objection to the form of the</p> <p>9 question. Vague and ambiguous. He's wrinkling his</p> <p>10 brow too.</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q. Go ahead.</p> <p>13 A. Can you please repeat the question?</p> <p>14 Q. Sure. Is it correct that the purpose of</p> <p>15 CBC Partners I, LLC, obtaining this deed of trust</p> <p>16 was not for providing -- was not to help facilitate</p> <p>17 Kenneth Antos to purchase the property? Is that</p> <p>18 correct?</p> <p>19 A. Correct.</p> <p>20 Q. Because the Antos Trust had already owned</p> <p>21 the property long before this deed of trust came</p> <p>22 about; is that correct?</p> <p>23 A. That's my understanding.</p> <p>24 Q. Prior to this deed of trust coming about,</p> <p>25 did CBC Partners I, LLC, conduct any due diligence</p>	<p style="text-align: right;">32</p> <p>1 MS. BARRAZA: Sorry. I'm talking about</p> <p>2 Exhibit 5.</p> <p>3 MR. MUSHKIN: That's not a note. It's a</p> <p>4 deed of trust.</p> <p>5 MS. BARRAZA: I'm sorry. I thought it said</p> <p>6 deed of trust.</p> <p>7 MR. MUSHKIN: That's all right. I</p> <p>8 thought -- you just confused me. I thought you were</p> <p>9 doing it on purpose just to shake me up to make sure</p> <p>10 I'm paying attention.</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q. If you could look at Exhibit 5, that first</p> <p>13 paragraph is actually one very long sentence. If</p> <p>14 you could just read that to yourself where it starts</p> <p>15 saying "This deed of trust, assignment of rent," and</p> <p>16 tell me when you're done reading it.</p> <p>17 A. Okay.</p> <p>18 Q. Do you see how in that first paragraph of</p> <p>19 Exhibit 5 the term "trustor" is a defined term and</p> <p>20 that term means the Kenneth Antos and Sheila</p> <p>21 Neumann-Antos Living Trust dated April 26, 2007? Do</p> <p>22 you understand that the Antos Trust is defined as</p> <p>23 the trustor?</p> <p>24 A. Yes.</p> <p>25 Q. I want to go to the second paragraph of</p>
<p style="text-align: right;">31</p> <p>1 as to any other deeds of trust that had already been</p> <p>2 recorded against the property?</p> <p>3 A. Yes. That would have been done by outside</p> <p>4 counsel.</p> <p>5 Q. At the time this deed of trust was recorded</p> <p>6 in 2014, did CBC have an understanding and a belief</p> <p>7 that it was obtaining a third position deed of trust</p> <p>8 against the property?</p> <p>9 A. Yes.</p> <p>10 Q. When CBC Partners I, LLC, obtained this</p> <p>11 deed of trust, did it ever go back and amend the</p> <p>12 note to provide that the Antos Trust would be a</p> <p>13 borrower under the note?</p> <p>14 MR. MUSHKIN: Objection to the form of the</p> <p>15 question. Calls for a legal conclusion.</p> <p>16 You may answer.</p> <p>17 THE WITNESS: I don't recall.</p> <p>18 BY MS. BARRAZA:</p> <p>19 Q. Okay. No recollection of that. I do want</p> <p>20 to go through some of the language in this note. If</p> <p>21 you look at the first paragraph, I actually just</p> <p>22 want you to read that first sentence to yourself.</p> <p>23 MR. MUSHKIN: Which exhibit, Counsel?</p> <p>24 MS. BARRAZA: Sorry?</p> <p>25 MR. MUSHKIN: Which exhibit?</p>	<p style="text-align: right;">33</p> <p>1 Exhibit 5 where it states "For good and valuable</p> <p>2 consideration trustor hereby jointly and severally</p> <p>3 irrevocably grants, bargains, sells, transfers, and</p> <p>4 assigns to trustee," and it goes on. Do you see</p> <p>5 that?</p> <p>6 A. Yes.</p> <p>7 Q. So is it CBC Partners I, LLC's</p> <p>8 understanding that this language is the trustor</p> <p>9 granting CBC Partners I, LLC, a deed of trust with</p> <p>10 the power to sell the property; is that correct?</p> <p>11 A. Yes.</p> <p>12 Q. Now, what good and valuable consideration</p> <p>13 did the Antos Trust receive in exchange for</p> <p>14 providing this deed of trust to CBC Partners I, LLC?</p> <p>15 MR. MUSHKIN: Objection. Asked and</p> <p>16 answered.</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q. You can answer it.</p> <p>19 A. As I said before, the original</p> <p>20 consideration was providing a loan to the companies</p> <p>21 controlled by Ken Antos. We asked for a replacement</p> <p>22 collateral, and this was it.</p> <p>23 Q. So was any additional consideration</p> <p>24 provided separately to the Antos Trust in</p> <p>25 addition -- not in addition, but in exchange for</p>

<p>34</p> <p>1 this deed of trust being provided?</p> <p>2 A. Not to my knowledge.</p> <p>3 Q. I do want to go to another page of this</p> <p>4 document. Page 927 on Exhibit 5, tell me whenever</p> <p>5 you're there.</p> <p>6 A. Okay.</p> <p>7 Q. Do you see how it says near the bottom,</p> <p>8 "For the purpose of securing"?</p> <p>9 A. Yes.</p> <p>10 Q. I'm going to read a little bit of this. It</p> <p>11 says, "For the purpose of securing, 1, the payment</p> <p>12 of any and all amounts, collectively the guaranteed</p> <p>13 obligations, due and owing by trustor under that</p> <p>14 certain guaranty from Kenneth Antos and Sheila Antos</p> <p>15 dated June 22, 2012, in favor of beneficiary." Do</p> <p>16 you see that?</p> <p>17 A. Yes.</p> <p>18 Q. So what amounts were actually due and owing</p> <p>19 by the Antos Trust?</p> <p>20 MR. MUSHKIN: Objection. Form of the</p> <p>21 question.</p> <p>22 THE WITNESS: I don't know where to go with</p> <p>23 this.</p> <p>24 MR. MUSHKIN: Do you understand what she's</p> <p>25 asking?</p>	<p>36</p> <p>1 BY MS. BARRAZA:</p> <p>2 Q. Does CBC Partners I, LLC, have any</p> <p>3 knowledge of the guaranty on the security note</p> <p>4 involving the Antos Trust owing any kind of money to</p> <p>5 CBC Partners I, LLC?</p> <p>6 MR. MUSHKIN: Same objection. Objection to</p> <p>7 form of the question.</p> <p>8 Counsel, are you asking if the trust as a</p> <p>9 party is on the note?</p> <p>10 MS. BARRAZA: I was actually asking for --</p> <p>11 MR. MUSHKIN: We'll stipulate that the</p> <p>12 trust is not a maker of the note.</p> <p>13 MS. BARRAZA: So the trust is not a maker</p> <p>14 of the note.</p> <p>15 BY MS. BARRAZA:</p> <p>16 Q. So does CBC Partners I, LLC, have any</p> <p>17 knowledge of the trust being a guarantor under the</p> <p>18 note?</p> <p>19 MR. MUSHKIN: Same thing. Foundation as to</p> <p>20 when?</p> <p>21 MS. BARRAZA: As to any point in time.</p> <p>22 MR. MUSHKIN: Now I know what you're</p> <p>23 talking about. That happens --</p> <p>24 MS. BARRAZA: That's not for you to answer.</p> <p>25 That's for --</p>
<p>35</p> <p>1 THE WITNESS: No.</p> <p>2 BY MS. BARRAZA:</p> <p>3 Q. That's fine. Does CBC Partners I, LLC,</p> <p>4 have any knowledge of the Antos Trust owing any</p> <p>5 money under the guaranty from that promissory note?</p> <p>6 A. I don't recall how the trust was handled in</p> <p>7 the guaranty documents.</p> <p>8 Q. So as CBC Partners I, LLC, sits here today,</p> <p>9 does it have any kind of knowledge of the Antos</p> <p>10 Trust being listed anywhere in the guaranty</p> <p>11 documents?</p> <p>12 A. I do not recall.</p> <p>13 Q. And as CBC Partners I, LLC, sits here</p> <p>14 today, does it have any knowledge of the Antos Trust</p> <p>15 owing any kind of money with respect to the</p> <p>16 guaranty?</p> <p>17 MR. MUSHKIN: Objection. Lacks foundation.</p> <p>18 THE WITNESS: The line of questioning is</p> <p>19 pretty confusing. The guaranty supports the</p> <p>20 borrower which was the restaurant entity.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. So the guaranty had nothing to do with the</p> <p>23 Antos Trust; correct?</p> <p>24 MR. MUSHKIN: Same objection. Lacks</p> <p>25 foundation. When?</p>	<p>37</p> <p>1 MR. MUSHKIN: No. I'm just going to the</p> <p>2 document because I saw it in here. That's all.</p> <p>3 THE WITNESS: Pardon me, but you're asking</p> <p>4 me what's on a document that you already possess.</p> <p>5 So, no, I don't recall. As I said in the beginning</p> <p>6 of the deposition, I have not reviewed these</p> <p>7 documents.</p> <p>8 BY MS. BARRAZA:</p> <p>9 Q. Okay. So what I'm entitled to do at this</p> <p>10 deposition is question your recollection</p> <p>11 irrespective of what the documents say. It's okay</p> <p>12 if you don't recall. I just need you to answer that</p> <p>13 if that's the reality --</p> <p>14 A. I don't recall.</p> <p>15 Q. When the time came for discussions about</p> <p>16 this deed of trust, CBC Partners I, LLC's counsel</p> <p>17 would have done a title check on the property; is</p> <p>18 that correct?</p> <p>19 A. Yes.</p> <p>20 Q. Now, were any -- would those documents have</p> <p>21 been saved to any files that CBC Partners I, LLC,</p> <p>22 has regarding that title check?</p> <p>23 A. I don't recall.</p> <p>24 Q. So we just ask, if there were any documents</p> <p>25 saved during that time with respect to a title check</p>

<p style="text-align: right;">38</p> <p>1 and any communications about that title check, that 2 they be produced. 3 MR. MUSHKIN: Counsel, just in an attempt 4 to help in that regard, in these documents, there is 5 the title -- there it is -- at 675 is the loan 6 policy of title insurance. So I think the trail on 7 those documents would lead back to First American 8 Title Insurance Company. It was done through 9 outside counsel. To the extent I can help you, 10 there's where that all goes. That's an Alta loan 11 policy on this. 12 BY MS. BARRAZA: 13 Q. Going back to Exhibit 2, if you can tell me 14 whenever you're there. 15 A. Okay. 16 Q. As CBC Partners I, LLC, sits here today, 17 does it have any recollection of the Antos Trust 18 signing off on any of the modifications to the note? 19 A. I can't recall. 20 Q. Now, at some point was Kenneth Antos and 21 his associated entities, were they at some point 22 defaulting on the note with CBC Partners I, LLC? 23 A. Yes. 24 Q. When did that take place? 25 A. I don't recall.</p>	<p style="text-align: right;">40</p> <p>1 push Kenneth Antos to sell the property? 2 A. I don't recall the exact amount of time. 3 Maybe a year or two. 4 Q. At some point did Kenneth Antos represent 5 that he found a potential purchaser for the 6 property? 7 A. At a couple of points he said there were 8 maybe one or two interested parties in the property. 9 I think it was through a listing agent. 10 Q. At some point did those turn into 11 substantive discussions involving CBC Partners I, 12 LLC, and a potential purchaser? 13 A. No. We stayed out of any purchase and sale 14 discussions. 15 Q. If we could turn to Exhibit 3. Tell me 16 whenever you're there. 17 A. Okay. 18 (Exhibit 3 marked.) 19 BY MS. BARRAZA: 20 Q. Does it say "Forbearance Agreement" at the 21 top? 22 A. Yes. 23 Q. And what do you understand this forbearance 24 agreement to be? 25 A. Essentially enables Jay Bloom to come into</p>
<p style="text-align: right;">39</p> <p>1 Q. Do you recall the approximate year? 2 A. I'm sorry. I don't recall. I would have 3 to look at my files. 4 Q. And what action did CBC Partners I, LLC, 5 take as a result of Kenneth Antos' business entities 6 defaulting on that note? 7 A. We were pushing him to sell the house 8 basically. 9 Q. And did CBC Partners I, LLC, understand 10 that Kenneth Antos and his wife, they lived at that 11 property; is that correct? 12 A. Yes. 13 Q. When you say they were pushing him to sell 14 the house, were letters sent, or how was CBC 15 Partners I, LLC, pushing him to sell the house? 16 A. I believe we had a notice of default sent 17 to him, and there were several telephonic 18 conversations regarding what to do with the house. 19 Q. Was CBC Partners I, LLC, actively involved 20 in attempting to sell the property? 21 A. No. 22 Q. Was CBC Partners I, LLC, involved in trying 23 to find potential buyers for the property or no? 24 A. No. 25 Q. How long was CBC Partners I, LLC, trying to</p>	<p style="text-align: right;">41</p> <p>1 the house, live there, pay us some consideration for 2 that, and we forbear for an agreed period of time. 3 Meanwhile, Mr. Bloom indicated he had 4 sources of liquidity that would most likely retire 5 our note plus the other notes on the property. 6 Q. Now, this is dated September 2017. Does 7 that sound right to you? 8 A. Yes. 9 MR. MUSHKIN: Can you give a Bates number, 10 please? 11 BY MS. BARRAZA: 12 Q. Page 1 of Exhibit 3. Do you see that? 13 A. Yes. 14 Q. Who drafted this forbearance agreement? 15 A. Vernon Nelson. 16 Q. Who is he? 17 A. An attorney in Las Vegas. 18 Q. Did CBC Partners I, LLC, have any 19 involvement in drafting or editing this forbearance 20 agreement? 21 A. I assume we had made some comments, but 22 most of the drafting was done by Vernon. 23 Q. Is CBC Partners I, LLC, contending that it 24 has ever held any other deeds of trust in the state 25 of Nevada aside from this deed of trust from this</p>

<p style="text-align: right;">42</p> <p>1 litigation?</p> <p>2 A. I'm not aware of any other deeds of trust</p> <p>3 in the state of Nevada.</p> <p>4 Q. Did CBC Partners I, LLC, have any</p> <p>5 discussions with Jay Bloom regarding this</p> <p>6 forbearance agreement back when it was being</p> <p>7 drafted?</p> <p>8 A. Yes.</p> <p>9 Q. Tell me about those.</p> <p>10 A. From a high level, it's as I just</p> <p>11 described. He came to us, said he had sources of</p> <p>12 liquidity including a fairly sizable judgment. He</p> <p>13 could live in the house, contribute to some of the</p> <p>14 expenses, and then that liquidity would retire our</p> <p>15 position as well as the other positions of the</p> <p>16 house.</p> <p>17 Q. Does CBC Partners I, LLC, have any</p> <p>18 recollection of the time period that this</p> <p>19 forbearance agreement was being discussed to the</p> <p>20 time that it was actually executed, how much time</p> <p>21 had passed?</p> <p>22 A. Approximately two to three months is my</p> <p>23 recollection.</p> <p>24 Q. Did CBC Partners I, LLC -- during the</p> <p>25 course of its discussions with Jay Bloom, did it</p>	<p style="text-align: right;">44</p> <p>1 question.</p> <p>2 THE WITNESS: I don't understand the</p> <p>3 question.</p> <p>4 BY MS. BARRAZA:</p> <p>5 Q. So why did CBC Partners I, LLC, not seek to</p> <p>6 regain its membership in Spanish Heights Acquisition</p> <p>7 Company after the property had already been</p> <p>8 transferred --</p> <p>9 MR. MUSHKIN: Same objection.</p> <p>10 THE WITNESS: I thought I explained the</p> <p>11 answer clearly before. We're a creditor. We're not</p> <p>12 an attorney.</p> <p>13 MR. MUSHKIN: Mind if I interject one</p> <p>14 question, Danielle?</p> <p>15 MS. BARRAZA: Sure.</p> <p>16 MR. MUSHKIN: Mr. Hallberg, were you ever</p> <p>17 asked -- before you were made a member, did somebody</p> <p>18 say to you, you know, sign this document. I'm going</p> <p>19 to be a member of SHAC?</p> <p>20 THE WITNESS: Can you rephrase the</p> <p>21 question, Mike?</p> <p>22 MR. MUSHKIN: Sure. Anybody tell you they</p> <p>23 were going to make you a member of SHAC?</p> <p>24 THE WITNESS: Yes.</p> <p>25 MR. MUSHKIN: How did that come about?</p>
<p style="text-align: right;">43</p> <p>1 represent that it held a valid deed of trust against</p> <p>2 the property with the power to sell the property?</p> <p>3 MR. MUSHKIN: Calls for a legal conclusion.</p> <p>4 I object.</p> <p>5 You can certainly answer.</p> <p>6 THE WITNESS: My answer would be we</p> <p>7 represented we had a third position on the property.</p> <p>8 BY MS. BARRAZA:</p> <p>9 Q. Now, at some point in this forbearance</p> <p>10 agreement and with its associated documents, was</p> <p>11 there discussion of CBC Partners I, LLC, obtaining a</p> <p>12 share in Spanish Heights Acquisition Company?</p> <p>13 A. Originally, yes.</p> <p>14 Q. Tell me about that.</p> <p>15 A. Mr. Bloom had assumed that he and his</p> <p>16 entities would have a third, Antos would have a</p> <p>17 third, and CBC I would have a third. I explained to</p> <p>18 Mr. Bloom we could not be an owner and a creditor,</p> <p>19 so we resigned.</p> <p>20 Q. Is there a reason why CBC Partners I, LLC,</p> <p>21 did not seek to regain its membership interest in</p> <p>22 Spanish Heights Acquisition Company after the</p> <p>23 property was transferred from the Antos Trust to</p> <p>24 Spanish Heights Acquisition Company?</p> <p>25 MR. MUSHKIN: Objection to the form of the</p>	<p style="text-align: right;">45</p> <p>1 THE WITNESS: I think through the original</p> <p>2 drafting of the documents. I believe Mr. Bloom had</p> <p>3 had some input into the original structuring of the</p> <p>4 deal. You know, once I saw the draft and it listed</p> <p>5 us as having a third of that, I said, No, we can't</p> <p>6 do that. So that was -- I believe -- again, this is</p> <p>7 the best of my recollection -- that Mr. Bloom had</p> <p>8 already formed the LLC and had us as a third owner,</p> <p>9 and that's when I told him, No, no, no. We need to</p> <p>10 resign.</p> <p>11 MR. MUSHKIN: Thank you. What I was trying</p> <p>12 to ask is did anybody ask you in advance before you</p> <p>13 saw it, and I think you answered that.</p> <p>14 THE WITNESS: Correct.</p> <p>15 BY MS. BARRAZA:</p> <p>16 Q. What is CBC Partners I, LLC, understanding</p> <p>17 of why it can't be a lender and an owner?</p> <p>18 A. Lender liability.</p> <p>19 Q. Now, does CBC Partners I, LLC, recall that</p> <p>20 associated with this forbearance agreement there was</p> <p>21 what's called a pledge agreement?</p> <p>22 A. Yes.</p> <p>23 Q. Tell me about what that was.</p> <p>24 A. My understanding is the pledge agreement</p> <p>25 pledges the owner interest in SHAC to CBC. And to</p>

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<p>1 the extent the forbearance agreement is in default,</p> <p>2 that eventual payment is not made to retire our</p> <p>3 note, we call the pledge and take over ownership</p> <p>4 with SHAC.</p> <p>5 Q. Do you recall testifying at the preliminary</p> <p>6 injunction hearing that you did not see that SJC</p> <p>7 Ventures, LLC, was a signatory to that pledge</p> <p>8 agreement?</p> <p>9 A. That's correct.</p> <p>10 Q. And do you have any testimony otherwise</p> <p>11 today as you sit here today?</p> <p>12 A. No.</p> <p>13 MS. BARRAZA: I'm going to take a</p> <p>14 five-minute break if I can, and then we'll come</p> <p>15 back.</p> <p>16 (A break was taken.)</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q. With respect to this forbearance agreement</p> <p>19 on Exhibit 3, what were CBC Partners I, LLC's</p> <p>20 obligations?</p> <p>21 A. I don't remember all of them. I know the</p> <p>22 primary obligations involve the payment to the first</p> <p>23 and second mortgages.</p> <p>24 Q. At some point the forbearance agreement was</p> <p>25 amended. Do you recall that?</p>	<p>1 261, and tell me whenever you're done.</p> <p>2 A. I'm done.</p> <p>3 Q. It looks like this email on 261 is Northern</p> <p>4 Trust claiming that there's an outstanding bill to</p> <p>5 cure the January, February, March, and April 2020</p> <p>6 past due bills. Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Now, does CBC Partners I, LLC, have any</p> <p>9 reason to dispute that those bills did become</p> <p>10 outstanding in those dates referenced?</p> <p>11 A. No reason, no.</p> <p>12 Q. And has CBC Partners I, LLC, since made</p> <p>13 those payments?</p> <p>14 A. We sold the note in early April, and we</p> <p>15 disclosed at the time we sold the note that there</p> <p>16 were payments owing on this mortgage.</p> <p>17 Q. So is it correct that CBC Partners I, LLC,</p> <p>18 did not make those payments for January, February,</p> <p>19 March, April 2020?</p> <p>20 MR. MUSHKIN: Objection to the extent it</p> <p>21 calls for a legal conclusion.</p> <p>22 THE WITNESS: Prior to the sale of the</p> <p>23 note, it was clear that those needed to be paid, and</p> <p>24 that was discussed with the buyer. So it was our</p> <p>25 assumption that the buyer would take care of it.</p>
47	49
<p>1 A. It was extended.</p> <p>2 Q. It looks like -- if you want to turn to</p> <p>3 Exhibit 4, tell me whenever you're there.</p> <p>4 A. Okay.</p> <p>5 Q. Is this what you recognize to be on</p> <p>6 Exhibit 4, the amendments extending the forbearance</p> <p>7 term?</p> <p>8 A. Yes.</p> <p>9 Q. Did CBC Partners I, LLC, perform all of its</p> <p>10 obligations with respect to making those payments to</p> <p>11 the first and second mortgage?</p> <p>12 A. Yes, we did.</p> <p>13 Q. If we could turn to Exhibit 12 and tell me</p> <p>14 whenever you're there.</p> <p>15 (Exhibit 12 marked.)</p> <p>16 THE WITNESS: Okay.</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q. Exhibit 12, I'll represent to you, has been</p> <p>19 disclosed by the plaintiffs as an email between Jay</p> <p>20 Bloom and a representative of Northern Trust</p> <p>21 Company.</p> <p>22 A. Yes.</p> <p>23 Q. Have you ever looked at this email before?</p> <p>24 A. No.</p> <p>25 Q. I'll let you look through that first page,</p>	<p>1 BY MS. BARRAZA:</p> <p>2 Q. So I understand it's CBC Partners I, LLC's</p> <p>3 position that it was agreed, everybody was on the</p> <p>4 same page that the buyer would purchase it. I just</p> <p>5 want to clarify for the record that CBC Partners I,</p> <p>6 LLC, is not the entity that made those payments;</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 MR. MUSHKIN: I want to make the same</p> <p>10 objection. To the extent it calls for a legal</p> <p>11 conclusion, I'll object. I want to just reference</p> <p>12 the transfer document because I believe it may</p> <p>13 address that.</p> <p>14 BY MS. BARRAZA:</p> <p>15 Q. Now I want to go to the forbearance</p> <p>16 agreement. Did Spanish Heights Acquisition Company</p> <p>17 ever make any kind of payments to CBC Partners I,</p> <p>18 LLC?</p> <p>19 A. Yes.</p> <p>20 Q. Does CBC Partners I, LLC, have records of</p> <p>21 those payment transactions?</p> <p>22 A. Yes. I believe we provided that to</p> <p>23 counsel.</p> <p>24 Q. And have all of those transactions been</p> <p>25 produced in this litigation?</p>

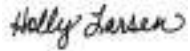
50	52
<p>1 A. I would defer to counsel. I provided</p> <p>2 everything to Mike Mushkin.</p> <p>3 MS. BARRAZA: We'll just ask, to the extent</p> <p>4 there's any outstanding transactions that have not</p> <p>5 been produced, that those be produced.</p> <p>6 MR. MUSHKIN: Objection to the form of the</p> <p>7 question. You mean any evidence of those</p> <p>8 transactions is what you want produced; correct?</p> <p>9 MS. BARRAZA: If there is any evidence of</p> <p>10 any transactions between CBC and SHAC, we would want</p> <p>11 those transactions to be produced.</p> <p>12 MR. MUSHKIN: Thank you for the</p> <p>13 clarification.</p> <p>14 BY MS. BARRAZA:</p> <p>15 Q. So tell me about CBC Partners I, LLC's</p> <p>16 position as to what happened following the execution</p> <p>17 of this amended forbearance agreement.</p> <p>18 MR. MUSHKIN: Objection to the form of the</p> <p>19 question. Vague and ambiguous.</p> <p>20 THE WITNESS: What do you mean our</p> <p>21 "position"?</p> <p>22 BY MS. BARRAZA:</p> <p>23 Q. So was the forbearance agreement followed,</p> <p>24 or what happened with it?</p> <p>25 A. It basically matured. We extended it out</p>	<p>1 it.</p> <p>2 Q. Do you have any reason to dispute that the</p> <p>3 name of that entity is 5148 Spanish Heights, LLC?</p> <p>4 A. It sounds familiar, yes.</p> <p>5 Q. So tell me about how these conversations</p> <p>6 went with respect to Mr. Mushkin offering to</p> <p>7 purchase the property -- not the property, the note.</p> <p>8 A. I believe he originally approached</p> <p>9 Mr. Antos, and then Ken referred Mr. Mushkin to me.</p> <p>10 And he indicated -- asking what our position was.</p> <p>11 Do we want to continue on, or would we be willing to</p> <p>12 sell our position? I said we would be willing to</p> <p>13 sell our position. And at that point we started</p> <p>14 negotiating what that would look like in terms of</p> <p>15 price.</p> <p>16 Q. And what price was agreed upon?</p> <p>17 A. I don't have it in front of me. I'm sorry.</p> <p>18 I don't recall.</p> <p>19 Q. The approximate price?</p> <p>20 A. I think that document's been provided, the</p> <p>21 purchase and sale agreement. I think in the 3-plus</p> <p>22 million range.</p> <p>23 Q. CBC Partners I, LLC, did it obtain that 3</p> <p>24 million range or so? Did it obtain that money from</p> <p>25 5148 Spanish Heights, LLC?</p>
51	53
<p>1 to the end of March, and Mr. Bloom indicated he</p> <p>2 would not have liquidity to retire our note by that</p> <p>3 maturity date. So our position was, well, we could</p> <p>4 either, you know, enforce or sell. And we chose to</p> <p>5 sell the note.</p> <p>6 Q. So tell me about that. Tell me about how</p> <p>7 the decision to sell the note came about.</p> <p>8 A. I was approached by Mike Mushkin through</p> <p>9 Mr. Antos. Mike indicated if we were willing to</p> <p>10 sell, and we said yes. And we negotiated, and we</p> <p>11 sold.</p> <p>12 Q. And you negotiated with who?</p> <p>13 A. Mike Mushkin.</p> <p>14 Q. With anybody else?</p> <p>15 A. No.</p> <p>16 Q. And who did CBC Partners I, LLC, understand</p> <p>17 it was selling its note to?</p> <p>18 A. Mike Mushkin and/or the entity he was</p> <p>19 controlling.</p> <p>20 Q. Did CBC Partners I, LLC, conduct any kind</p> <p>21 of due diligence into that entity?</p> <p>22 A. No.</p> <p>23 Q. As you sit here today, do you know the name</p> <p>24 of that entity?</p> <p>25 A. I've heard it in the past. I don't recall</p>	<p>1 A. Yes.</p> <p>2 Q. When did it obtain that money?</p> <p>3 A. The end of the first week of April or part</p> <p>4 of the second week around that point. It was</p> <p>5 definitely the first half of April.</p> <p>6 MR. MUSHKIN: Of 2020?</p> <p>7 THE WITNESS: Yes, 2020.</p> <p>8 MR. MUSHKIN: Just trying to make the</p> <p>9 record nice and clear.</p> <p>10 BY MS. BARRAZA:</p> <p>11 Q. How was that 3 million or so dollars, how</p> <p>12 was that provided to CBC Partners I, LLC?</p> <p>13 A. Wire transfer.</p> <p>14 Q. If you can turn to Exhibit 19 and tell me</p> <p>15 whenever you're there.</p> <p>16 A. Okay.</p> <p>17 (Exhibit 19 marked.)</p> <p>18 BY MS. BARRAZA:</p> <p>19 Q. Have you ever seen Exhibit 19 before?</p> <p>20 A. Yes. I believe so.</p> <p>21 Q. I'll represent to you what Exhibit 19 is.</p> <p>22 It's CBC Partners I, LLC's responses to written</p> <p>23 discovery requests that the plaintiff Spanish</p> <p>24 Heights Acquisition Company has set forth. I want</p> <p>25 to turn your attention to Request Number 2, which is</p>

<p>54</p> <p>1 on page 3 of Exhibit 19. Tell me whenever you're</p> <p>2 there.</p> <p>3 A. Yes.</p> <p>4 Q. Now, if we can look at Request Number 2.</p> <p>5 It's asking for a copy of the payment, wire, check,</p> <p>6 or other for the purported purchase of Antos note.</p> <p>7 That's exactly what we're asking for. We're asking</p> <p>8 for that wire transfer you just mentioned.</p> <p>9 It looks like your answer was "CBC is in</p> <p>10 the process of obtaining documents responsive to</p> <p>11 this request." Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. What process has CBC Partners I, LLC,</p> <p>14 conducted?</p> <p>15 A. Just going through our accounting records.</p> <p>16 Q. Has it gone through those accounting</p> <p>17 records, and has it obtained that wire transfer?</p> <p>18 A. Yes. We have that.</p> <p>19 Q. And has that been produced in this</p> <p>20 litigation?</p> <p>21 A. Not to my knowledge.</p> <p>22 Q. Is there any reason why it can't be</p> <p>23 produced in this litigation?</p> <p>24 MR. MUSHKIN: Can I answer that question,</p> <p>25 please?</p>	<p>56</p> <p>1 you're there.</p> <p>2 A. Okay.</p> <p>3 (Exhibit 7 marked.)</p> <p>4 BY MS. BARRAZA:</p> <p>5 Q. Now, this Exhibit 7 is titled "Note</p> <p>6 Purchase and Sale Agreement." Have you even it</p> <p>7 before?</p> <p>8 A. Yes.</p> <p>9 Q. Tell me what CBC Partners I, LLC's</p> <p>10 understanding of what this document is.</p> <p>11 A. We are selling our position in the</p> <p>12 property.</p> <p>13 Q. Now, is this -- does CBC Partners I, LLC,</p> <p>14 understand it's selling the underlying note?</p> <p>15 A. Yes.</p> <p>16 MR. MUSHKIN: To the extent that it calls</p> <p>17 for a legal conclusion, I object. I'll actually</p> <p>18 also add your objection, that the document speaks</p> <p>19 for itself, although I never make that objection.</p> <p>20 But I want to do it once today.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. If we look at Section B on the recitals on</p> <p>23 page 953, it mentions the secured promissory note</p> <p>24 dated June 22, 2012, and the ten modifications?</p> <p>25 A. Yes.</p>
<p>55</p> <p>1 MS. BARRAZA: Sure.</p> <p>2 MR. MUSHKIN: So I also have done the same</p> <p>3 thing on the other end of that wire and I have it</p> <p>4 today. I think Karen is going to lodge it with you.</p> <p>5 We wanted to try and get them together. In this</p> <p>6 world of electronic transfers, getting an actual</p> <p>7 document is not the easiest thing in the world to</p> <p>8 do.</p> <p>9 I actually think that Mr. Hallberg is</p> <p>10 referencing their internal document that</p> <p>11 acknowledges that they got it, not what you're</p> <p>12 actually asking for, which I went out and got on my</p> <p>13 end. And I will ultimately, if you still want it</p> <p>14 after receiving mine, ask him to go -- you get a</p> <p>15 little declaration from the -- mine is from the</p> <p>16 sending bank. His is from the receiving bank. I'd</p> <p>17 never known how to do this before today. That's the</p> <p>18 only reason I'm interrupting is because it was a</p> <p>19 whole process.</p> <p>20 MS. BARRAZA: Yeah. I mean, if there's</p> <p>21 also any internal kind of records evidencing that</p> <p>22 transfer, we would like it.</p> <p>23 BY MS. BARRAZA:</p> <p>24 Q. We can turn to the purchase and sale</p> <p>25 agreement. That's Exhibit 7. Tell me whenever</p>	<p>57</p> <p>1 Q. It says, Excluding that certain severed</p> <p>2 note in the amount of \$15,000. Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. What was that severed note again with the</p> <p>5 \$15,000? What was that about?</p> <p>6 A. I believe it dealt more with the</p> <p>7 restaurants.</p> <p>8 Q. Is it CBC Partners I, LLC's position that,</p> <p>9 aside from that severed note, it was transferring</p> <p>10 the secured promissory note and all the loan</p> <p>11 modifications to 5148 Spanish Heights, LLC?</p> <p>12 A. Yes.</p> <p>13 Q. All right. Who drafted this note purchase</p> <p>14 and sale agreement?</p> <p>15 A. I believe Mr. Mushkin.</p> <p>16 Q. And did -- who is the point person from CBC</p> <p>17 Partners I, LLC, working with Mr. Mushkin on this</p> <p>18 specific agreement, Exhibit 7?</p> <p>19 A. I was the point person.</p> <p>20 Q. And did you -- on behalf of CBC, did you</p> <p>21 have any edits or revisions to the note purchase and</p> <p>22 sale agreement that Mr. Mushkin had drafted?</p> <p>23 A. No.</p> <p>24 Q. Was anybody else involved in this note</p> <p>25 purchase and sale agreement?</p>

<p>58</p> <p>1 A. Conceptually, John Otter, my partner, as 2 well as the CBC board. But they did not review this 3 agreement during its negotiation. 4 Q. Now, it looks like this Exhibit 7 is dated 5 April 1, 2020. Do you see that? 6 A. Yes. 7 Q. It looks like it was signed on page 961. 8 Do you see that? 9 A. Yes. 10 MR. MUSHKIN: Counsel, you're referring -- 11 961 is Exhibit B. 12 THE WITNESS: 959. 13 MS. BARRAZA: Thank you. 959. 14 BY MS. BARRAZA: 15 Q. So it looks like the agreement is dated 16 April 1st, and it was signed by both parties on 17 April 3rd; is that correct? 18 A. Yes. 19 Q. After CBC Partners I, LLC, sold its notes, 20 did it have any other interest in the property? 21 A. No. 22 Q. Now, if we could turn to Exhibit 8, and 23 tell me whenever you're there. 24 A. Okay. 25 (Exhibit 8 marked.)</p>	<p>60</p> <p>1 (Exhibit 9 marked.) 2 BY MS. BARRAZA: 3 Q. This document appears to be a notice for 4 SJC Ventures, LLC, to vacate the property. Is that 5 your understanding of what this is? 6 A. Yes. 7 Q. This is dated April 3, 2020. It looks like 8 CBC Partners I, LLC, was cc'd on this. Did CBC 9 Partners I, LLC, authorize this notice to vacate 10 being sent out? 11 A. Yes. 12 Q. Why was it still taking actions with 13 respect to the property after it had already sold 14 its note? 15 A. We still had the provision that we're held 16 to via the purchase and sale agreement. So we still 17 have some responsibility with this transaction. 18 Q. You're stating here today that CBC 19 Partners I, LLC, authorized this April 3, 2020, 20 letter being sent out? 21 A. Yes. 22 Q. Does CBC Partners I, LLC -- is it still 23 responsible for servicing the note? 24 A. No. 25 Q. Going back briefly to the -- I think it was</p>
<p>59</p> <p>1 BY MS. BARRAZA: 2 Q. Have you ever seen this Exhibit 8 before? 3 A. Yes, I believe so. 4 Q. What do you understand this document to be? 5 A. It's a notice of default. 6 Q. It looks like it's saying this letter shall 7 serve as notice that on April 15, 2020, CBC 8 Partners I, LLC, will exercise its right under the 9 pledge agreement by transferring the pledge 10 collateral. Do you see that on the second 11 paragraph? 12 A. Yes. 13 Q. Now, at the time this document, this 14 letter, was sent on April 1, 2020, had CBC Partners 15 already sold its note? 16 MR. MUSHKIN: Objection. Asked and 17 answered I believe. 18 THE WITNESS: Yeah. I believe we had, yes. 19 BY MS. BARRAZA: 20 Q. You believe you had. Did CBC Partners I, 21 LLC, authorize this notice of default going out? 22 A. Yes. 23 Q. Let's turn to Exhibit 9. Tell me whenever 24 you're there. 25 A. Yes.</p>	<p>61</p> <p>1 Exhibit 7. I want to go back to the note purchase. 2 Is that the only agreement that was executed between 3 CBC Partners I, LLC, and 5148 Spanish Heights, LLC, 4 regarding the property? 5 A. Yes. I believe so. 6 Q. If we could go to Exhibit 13. Tell me 7 whenever you're there. 8 A. Okay. 9 (Exhibit 13 marked.) 10 BY MS. BARRAZA: 11 Q. Have you ever seen Exhibit 13 before? 12 A. I don't believe so. 13 Q. So you can look through it. It appears to 14 be a notice of default. On the first paragraph, it 15 looks like it says, Your loan with CBC Partners I, 16 LLC, is in default. Do you see that? 17 A. Yes. 18 Q. Do you see how it says, Because of this, 19 CBC Partners I, LLC, at its option without further 20 demand may invoke the power of sale and any other 21 remedies permitted by Nevada law? Do you see that? 22 A. Yes. 23 Q. Do you see this is dated July 2, 2020? 24 A. Yes. 25 Q. Does CBC Partners I, LLC, believe it has</p>

<p>62</p> <p>1 any -- does it believe it currently has any powers 2 to sell the property? 3 MR. MUSHKIN: Objection to the form of the 4 question to the extent it calls for a legal 5 conclusion. 6 BY MS. BARRAZA: 7 Q. You can answer. 8 A. No. We believe we sold the loan in April 9 of 2020. So the holder of that note has the ability 10 to do this, not CBC Partners I. 11 Q. Okay. So is it CBC Partners I, LLC's 12 position that as of the date of this letter, July 2, 13 2020, it did not have the power to sell the 14 property? 15 MR. MUSHKIN: Objection to the form of the 16 question. Vague and ambiguous. Asked and answered. 17 BY MS. BARRAZA: 18 Q. You can answer. 19 A. Yes. That's my assumption that we did not 20 have the ability to force a sale on July 2nd. 21 Q. Did CBC Partners I, LLC, personally 22 authorize this July 2, 2020, correspondence being 23 sent out? 24 A. No. 25 Q. I want to go to Exhibit 14. Tell me</p>	<p>64</p> <p>1 Partners I, LLC. 2 Q. Setting aside what the documents may state, 3 has CBC Partners I, LLC, had any conversations with 4 Kenneth Antos regarding the doctrine of merger? 5 A. No. 6 Q. And has CBC Partners I, LLC, had any 7 conversations with Kenneth Antos or with Spanish 8 Heights Acquisition Company regarding the one action 9 rule? 10 A. No. 11 Q. Does CBC Partners I, LLC, service any of 12 the other mortgages on the property? 13 A. No. 14 MR. MUSHKIN: Objection to the form of the 15 question. You don't mean payment. You mean service 16 in -- I'm actually going to go back. I'm not sure 17 what you mean by "service." 18 MS. BARRAZA: That's fine. We can just 19 strike that. 20 BY MS. BARRAZA: 21 Q. Tell me about CBC Partners I, LLC's history 22 of paying any HOA payments associated with the 23 property. 24 A. It was the responsibility of Mr. Bloom to 25 make sure that those payments were made. We did get</p>
<p>63</p> <p>1 whenever you're there. 2 A. Okay. 3 (Exhibit 14 marked.) 4 BY MS. BARRAZA: 5 Q. I assume you haven't, but have you ever 6 seen this Exhibit 14 before? 7 A. No. 8 Q. Do you have any idea what this document is 9 without looking at it at length? 10 A. No. 11 Q. Before we go to CBC Partners, LLC's 12 testimony, I want to get your testimony as to what 13 is CBC Partners I, LLC's relationship with CBC 14 Partners, LLC? 15 A. CBC Partners, LLC, is the general partner 16 and manager of the fund CBC Partners I, LLC. 17 Q. Has CBC Partners, LLC, been involved in any 18 of the underlying secured promissory note documents? 19 A. Yes. The credit committee and the board of 20 directors of the manager is at CBC Partners, LLC. 21 Q. Does CBC Partners I, LLC, have any personal 22 knowledge of CBC Partners, LLC, being a signatory to 23 any of the underlying promissory note documents? 24 A. Not to my knowledge. I assume these are 25 all signed on behalf of the lender of record, CBC</p>	<p>65</p> <p>1 a notice of intent to sell the property by the HOA 2 because of unpaid HOA dues. I discussed the issue 3 with Mr. Bloom. He said he would pay. He did not. 4 We got to within a day or two of the deadline, and 5 this CBC ended up making that payment. 6 Q. Tell me about any history that CBC 7 Partners I, LLC, has with paying any kind of 8 insurance on the property. 9 A. I believe that was for the account of 10 Mr. Bloom, not for CBC. 11 Q. CBC Partners I, LLC, do they have any 12 personal knowledge of any video footage being taken 13 regarding the property? 14 A. No. 15 Q. Has CBC Partners I, LLC, engaged in any 16 kind of communications with the HOA regarding the 17 property? 18 A. No. 19 Q. And did CBC Partners I, LLC, hire an 20 inspector to conduct a report regarding the 21 condition of the property earlier this year? 22 A. I believe that was done by Mr. Mushkin. 23 Q. Did CBC Partners I, LLC, pay for that 24 report? 25 A. No.</p>

<p>66</p> <p>1 Q. Did CBC Partners I, LLC, select the</p> <p>2 inspector?</p> <p>3 A. No.</p> <p>4 Q. Does CBC Partners I, LLC, have any input on</p> <p>5 the details of that report?</p> <p>6 A. No.</p> <p>7 MS. BARRAZA: I think I'm almost done. I</p> <p>8 just want to go off for two minutes to verify.</p> <p>9 Then --</p> <p>10 MR. MUSHKIN: Can I ask a few questions</p> <p>11 before you go off? Like three or four real quick?</p> <p>12 MS. BARRAZA: If you can just do yours when</p> <p>13 I'm done.</p> <p>14 MR. MUSHKIN: I thought you were done.</p> <p>15 MS. BARRAZA: I'm saying I want to go off</p> <p>16 for two minutes to verify I don't have anything</p> <p>17 else. At that point I'll verify if I do or if I</p> <p>18 don't. Then we can do yours if you guys are fine</p> <p>19 rolling right into CBC Partners I, LLC, after that.</p> <p>20 MR. MUSHKIN: You did Partners I.</p> <p>21 MS. BARRAZA: Just CBC Partners, LLC.</p> <p>22 MR. MUSHKIN: I just have a few questions.</p> <p>23 Very short.</p> <p>24 MS. BARRAZA: I'll be back in two minutes.</p> <p>25 Thanks.</p>	<p>68</p> <p>1 A. Yes. Mr. Bloom and I had that discussion</p> <p>2 during the negotiations where he indicated, if the</p> <p>3 liquidity doesn't come through for him, it's very</p> <p>4 simple. We enforce our rights, and we have the</p> <p>5 pledge of the membership interest in SHAC, and we</p> <p>6 basically take over the property.</p> <p>7 Q. And were you offered a security interest in</p> <p>8 the judgment that's described in the document as</p> <p>9 additional collateral for Mr. Bloom's performance?</p> <p>10 A. Yes. I believe so.</p> <p>11 Q. Do you believe that you disclosed all of</p> <p>12 the note and amendment terms to Mr. Bloom before he</p> <p>13 entered into the forbearance agreement?</p> <p>14 A. Yes.</p> <p>15 Q. Was there any information that Mr. Bloom</p> <p>16 asked you to produce for him that you did not</p> <p>17 produce?</p> <p>18 A. No.</p> <p>19 Q. Does CBC continue to assist in the</p> <p>20 collection of the note and deed of trust?</p> <p>21 A. Only insofar as we're living up to our</p> <p>22 indemnification provision and here in this</p> <p>23 deposition.</p> <p>24 Q. When Ms. Barraza asked you about servicing</p> <p>25 the note, do you know what she meant by that? What</p>
<p>67</p> <p>1 (A break was taken.)</p> <p>2 MS. BARRAZA: I'm concluding with my</p> <p>3 questions for today. However, with respect to the</p> <p>4 fact that we still have not received the evidence of</p> <p>5 the transfer, we are reserving our right to recall</p> <p>6 this deposition with respect to documents that we</p> <p>7 have requested that we still have not received.</p> <p>8 With that in mind, Mr. Mushkin, you can go</p> <p>9 ahead and do any questions that you have.</p> <p>10</p> <p>11 EXAMINATION</p> <p>12 BY MR. MUSHKIN:</p> <p>13 Q. Alan, did you ever discuss the doctrine of</p> <p>14 merger with Mr. Bloom?</p> <p>15 A. No.</p> <p>16 Q. Did you ever discuss the doctrine of merger</p> <p>17 with Mr. Antos?</p> <p>18 A. No.</p> <p>19 Q. Had you ever heard of the doctrine of</p> <p>20 merger before this case?</p> <p>21 A. No.</p> <p>22 Q. At the time that the pledge agreement was</p> <p>23 executed, did you believe that you were getting a</p> <p>24 hundred percent of the membership interest in SHAC</p> <p>25 as collateral for the forbearance agreement?</p>	<p>69</p> <p>1 did you think she meant by "servicing the note"?</p> <p>2 A. In its industry accepted terminology as the</p> <p>3 payment and collection agent for a mortgage, we are</p> <p>4 not acting as such.</p> <p>5 Q. But in regards to all things regarding the</p> <p>6 note and its collection, in terms of the</p> <p>7 foreclosure, you are assisting as you are requested;</p> <p>8 is that correct?</p> <p>9 A. Yes.</p> <p>10 Q. Now, there's a lot of stuff about these</p> <p>11 notices. The note is between CBC I and the parties</p> <p>12 to the note; correct?</p> <p>13 A. Yes.</p> <p>14 Q. And nowhere does the note say 5148 as the</p> <p>15 maker of the note, does it?</p> <p>16 A. Correct.</p> <p>17 Q. So the note is properly referenced in terms</p> <p>18 of who the maker of the note is. Is that fair?</p> <p>19 MS. BARRAZA: Objection. Form.</p> <p>20 THE WITNESS: Yes.</p> <p>21 BY MR. MUSHKIN:</p> <p>22 Q. Now, on April 1st the documents were</p> <p>23 ready -- the testimony you earlier gave is that the</p> <p>24 documents were executed on April 3rd. Is that fair?</p> <p>25 A. Yes.</p>

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<p>1 Q. And then the actual transfer of payment</p> <p>2 wasn't until April 6th?</p> <p>3 A. Yes.</p> <p>4 Q. And so the transaction doesn't close until</p> <p>5 April 6th; is that correct?</p> <p>6 MS. BARRAZA: Objection. Form.</p> <p>7 THE WITNESS: Yes.</p> <p>8 MR. MUSHKIN: That's all I have.</p> <p>9 MS. BARRAZA: I have a few more coming off</p> <p>10 of that.</p> <p>11</p> <p>12 FURTHER EXAMINATION</p> <p>13 BY MS. BARRAZA:</p> <p>14 Q. If we could go back to Exhibit 2, the</p> <p>15 secured promissory note documents. Did CBC</p> <p>16 Partners I, LLC, provide those documents to Jay</p> <p>17 Bloom while they were negotiating the forbearance</p> <p>18 agreement?</p> <p>19 A. I don't recall. If he had asked, I would</p> <p>20 have provided. But I don't recall if I provided it</p> <p>21 or not.</p> <p>22 Q. So as it sits here today, does it have any</p> <p>23 reason to dispute that those documents were not</p> <p>24 provided to Jay Bloom?</p> <p>25 MR. MUSHKIN: Objection to the form of the</p>	<p>1 not an attorney.</p> <p>2 MS. BARRAZA: I'll pass the witness.</p> <p>3</p> <p>4 FURTHER EXAMINATION</p> <p>5 BY MR. MUSHKIN:</p> <p>6 Q. Do you have any specific recollections of</p> <p>7 any questions arising in terms of the validity of</p> <p>8 the deed of trust from Mr. Bloom?</p> <p>9 A. None whatsoever.</p> <p>10 MR. MUSHKIN: No further questions.</p> <p>11 THE COURT REPORTER: Do you want a copy of</p> <p>12 this?</p> <p>13 MR. MUSHKIN: Yes.</p> <p>14 THE COURT REPORTER: Read and sign?</p> <p>15 MR. MUSHKIN: Sure.</p> <p>16 (Proceedings concluded at 11:24 a.m.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
71	73
<p>1 question.</p> <p>2 THE WITNESS: No reason to dispute. But,</p> <p>3 again, I will repeat myself, if he would have asked,</p> <p>4 he would have been given them.</p> <p>5 BY MS. BARRAZA:</p> <p>6 Q. And did CBC Partners I, LLC, provide to Jay</p> <p>7 Bloom any kind of disclosure that the Antos Trust</p> <p>8 was not a borrower under the underlying promissory</p> <p>9 note and was not a guarantor under the underlying</p> <p>10 promissory note?</p> <p>11 MR. MUSHKIN: Form.</p> <p>12 THE WITNESS: Please repeat that question.</p> <p>13 BY MS. BARRAZA:</p> <p>14 Q. So did CBC Partners I, LLC, ever disclose</p> <p>15 to Jay Bloom that the Antos Trust was not a borrower</p> <p>16 under the underlying secured promissory note?</p> <p>17 A. I don't believe I disclosed that, no.</p> <p>18 Q. And did CBC Partners I, LLC, disclose to</p> <p>19 Jay Bloom that the Antos Trust was not a guarantor</p> <p>20 on the underlying note?</p> <p>21 MR. MUSHKIN: Same objection as to</p> <p>22 requiring a legal conclusion.</p> <p>23 Answer if you can.</p> <p>24 THE WITNESS: Yeah, I don't believe that</p> <p>25 was disclosed. Again, I will disclose right now I'm</p>	<p>1 CERTIFICATE OF REPORTER</p> <p>2 STATE OF NEVADA)</p> <p>3)SS</p> <p>4 COUNTY OF CLARK)</p> <p>5 I, Holly Larsen, a duly certified court reporter</p> <p>6 licensed in and for the State of Nevada, do hereby</p> <p>7 certify:</p> <p>8 That I reported the taking of the deposition</p> <p>9 of the witness, Alan Hallberg, at the time and place</p> <p>10 aforesaid;</p> <p>11 That prior to being examined, the witness was by me</p> <p>12 duly sworn to testify to the truth, the whole truth,</p> <p>13 and nothing but the truth;</p> <p>14 That I thereafter transcribed my shorthand</p> <p>15 notes into typewriting and that the typewritten</p> <p>16 transcript of said deposition is a complete, true, and</p> <p>17 accurate record of testimony provided by the witness at</p> <p>18 said time to the best of my ability.</p> <p>19 I further certify (1) that I am not a relative</p> <p>20 or employee of counsel of any of the parties; nor a</p> <p>21 relative or employee of the parties involved in said</p> <p>22 action; nor a person financially interested in the</p> <p>23 action; nor do I have any other relationship with any</p> <p>24 of the parties or with counsel of any of the parties</p> <p>25 involved in the action that may reasonably cause my</p> <p>impartiality to be questioned; and (2) that transcript</p> <p>review pursuant to NRCP 30(e) was requested.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand</p> <p>in the County of Clark, State of Nevada, this 18th day</p> <p>of November, 2020.</p> <p align="right">  HOLLY LARSEN, CCR NO. 680 </p>

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1	ERRATA SHEET			
2				
3	I declare under penalty of perjury that I have read the			
4	foregoing _____ pages of my testimony, taken on			
5	_____ (date) at _____ (city),			
6	_____ (state), and that the same is a true			
7	record of the testimony given by me at the time and			
8	place herein above set forth, with the following			
9	exceptions:			
10				
11	Page	Line	Should read:	Reason for change:
12	___	___	_____	_____
13	___	___	_____	_____
14	___	___	_____	_____
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1	ERRATA SHEET (Continued)			
2	Page	Line	Should read:	Reason for change:
3	___	___	_____	_____
4	___	___	_____	_____
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18	___	___	_____	_____
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20				
21				
22	Date: _____	_____		
23		Signature of Witness		
24				
25	Name Typed or Printed			

EXHIBIT “KK”

**LIMITED LIABILITY COMPANY AGREEMENT
OF
SPANISH HEIGHTS ACQUISITION COMPANY, LLC**

LIMITED LIABILITY COMPANY AGREEMENT

OF

Spanish Heights Acquisition Company, LLC

This Limited Liability Company Agreement (this "Agreement") of Spanish Heights Acquisition Company, LLC (the "Company"), a limited liability company organized pursuant to the Nevada Liability Company Act (the "Act"), is hereby entered into by and among SJC Ventures Holdings, LLC, LLC (hereinafter referred to as, the "Investor" or the "Investor Member"), and ANTOS, KENNETH & SHEILA LIV TR, KENNETH M ANTOS SHEILA M. NEUMANN-ANTOS TRUST, Kenneth Antos and Sheila Neumann-Antos as Trustees (hereinafter referred to as, the "Seller" or the "Seller Member").

INTRODUCTION

WHEREAS, the Company has been formed to, among other things, purchase that real property otherwise known as 5148 Spanish Heights Drive, Las Vegas, NV 89148 (the "Property"); and

WHEREAS, the Investor Member, Lender Member and Seller Member desire to enter into this Agreement to set forth their respective rights and obligations with respect to the Company and one another,

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Certain defined terms used in this Agreement are set forth in Exhibit A.

ARTICLE II

ORGANIZATION

2.01. Formation.

The Company has been organized as a Nevada (the "State of Formation") limited liability company by the filing of its Certificate of Formation with the Nevada Secretary of State on August 4, 2017.

2.02. Name.

The name of the Company is "Spanish Heights Acquisition Company, LLC" and all Company business shall be conducted under that name or such other names as comply with applicable law that the Manager (as defined in Section 6.01(a)) may select from time to time.

2.03. Registered Agent; Registered Office.

The registered agent of the Company shall be Maier Gutierrez and Associates PLLC, and the registered office of the Company in the State of Formation shall be 8816 Spanish Ridge Ave, Las Vegas, NV 89148 or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by law.

2.04. Principal Office; Other Offices.

The principal office of the Company shall be at such place as the Manager may designate from time to time, which need not be in the State of Formation. The initial principal office of the Company shall be at 2485 Village View Dr., Suite 190, Henderson, NV 89074. The Company may change its principal office or have such other offices as the Manager may designate from time to time.

2.05. Purposes.

The purposes of the Company (the "Purposes") are to hold ownership of that certain real property otherwise known as 5148 Spanish Heights Drive, Las Vegas, NV 89148, (ii) perfect the Company's interest in such property, (iii) hold, monitor and maintain the Company's Property, and (iv) engage in any activity in furtherance of, related to or necessary to support the Company's investment in, or subsequent disposition of its investment in, the Property, in each case, as determined by the Manager.

2.06. Term.

The Company and this agreement shall continue in perpetuity, unless sooner terminated in accordance with the provisions of this Agreement.

2.07. Powers.

The Company shall possess and may exercise any and all the powers and privileges granted by the Act or by any other applicable law to limited liability companies or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the purposes of the Company, in each case as determined by the Manager.

2.08. No State Law Partnership.

The Members intend that the Company shall not be a partnership or joint venture, and that no Member shall be a partner or joint venturer of any other Member, for any purpose other than federal, state, and local tax purposes, and the provisions of this Agreement shall not be construed otherwise.

2.09. Liability to Third Parties.

No Member shall be liable for the debts, obligations, or liabilities of the Company, except to the extent required under the Act with respect to amounts distributed to the Member at a time when the Company was insolvent or was rendered insolvent by virtue of the distribution.

ARTICLE III

**MEMBERS; CAPITAL CONTRIBUTIONS AND
COMMITMENTS; CAPITAL ACCOUNTS;
REVALUATIONS; PRE-EMPTIVE RIGHTS**

3.01. Classes of Units; Members.

(a) The authorized Units shall consist of Class A Units, which shall have the terms set forth in this Agreement. The Class A Units shall have voting rights, and shall be held by the Investor Member and the Selling Member.

(b) The name and address of the Investor Member is set forth on Exhibit B attached hereto, and the Investor Member (i) has made a Commitment (as defined in Section 3.02(b)) to make Capital Contributions in the amounts set forth opposite the name of the Investor Member on Exhibit B and (ii) holds the number of Class A Units set forth opposite the name of the Investor Member on Exhibit B. The Investor Member has been issued the number of Class A Units set forth opposite its name on Exhibit B in exchange for the Commitment set forth opposite the Investor Member's name on Exhibit B.

(c) The Seller Member holds the number of Class A Units set forth opposite the Seller Member's name on Exhibit B. The address of the Seller Member is set forth on Exhibit B.

(e) The number of Units held by the Members may be updated by the Company in good faith from time to time to reflect, among other things, additional Capital Contributions, the admission of new Members and redemptions of Membership Interests. The number of Units of a class may be split, combined or otherwise re-classified by the Manager, provided that a proportionate adjustment is made to all then outstanding Units of such class.

3.02. Additional Members; Capital Contributions in respect of the Commitments; Additional Capital Contributions.

(a) No Person shall be admitted to the Company as an additional Member without the approval of the Manager, which approval may be granted or withheld in the sole and absolute discretion of the Manager. The approval of the Manager shall be required to accept Capital Contributions to the Company from any non-member, in any amount.

(b) The Investor Member has made a commitment (each, a "Commitment") to fund the amount of Capital Contributions in the amount set forth opposite its name on Exhibit B attached hereto. The Investor Member shall make Capital Contributions to the Company in an amount equal to its Commitment (the "Initial Capital Contributions") at the execution of this Agreement, provided that the Required Funding Condition (as defined in Section 3.02(c)) has been satisfied.

Capital Contributions in respect of the Commitments from the Investor Member shall be used solely to fund (x) the payment by the Company of Lender Member's debt held against the property, (y) the payment of utilities used at the Property and (z) expenses associated with Property; provided, however, in no event shall the Company be responsible for funding, or shall any Capital Contributions in respect of the Commitments be used to fund, the overhead of, or any costs and expenses incurred by, any of the Members in providing services pursuant to the this Agreement, in excess of those commitments contemplated by this transaction. The Investor Member shall not be required to make Capital Contributions in excess of its Commitment.

(c) No Member shall be obligated to make any Capital Contributions to the Company, except for the obligation of the Investor Member to make the Initial Capital Contributions as provided in Section 3.02(b) above. However, if a new or existing Member shall make additional Capital Contributions to the Company hereafter, which may be done only as permitted by the Manager and subject to compliance with this Agreement (including Section 3.02(a)), then (y) the number and class of Units of Membership Interest credited in recognition of such Capital Contribution shall be based upon, as determined by the Manager, in its sole discretion, the fair market value of the new Capital Contribution relative to the fair market value of the Company in its entirety (including the new Capital Contribution), determined after giving effect to a revaluation of Company assets to reflect Gross Asset Value pursuant to Section 3.05 and (z) an appropriate adjustment shall be made to the percentages set forth in Sections 5.01(b)(II) and (III) of this Agreement so that the percentages to be issued in respect of such new Capital Contributions shall dilute, pro rata, the percentages attributable to the outstanding Class A Units immediately prior to such additional Capital Contributions. The Company will update its records to reflect the issuance of any additional Units and the admission of any new Member in accordance with the terms of this Agreement.

3.03. Return of Capital Contributions; Special Rules.

Except as otherwise expressly provided herein, (i) no Member shall be entitled to the return of any part of its Capital Contribution or to be paid interest in respect of its Capital Account balance or its Capital Contribution, (ii) neither the Manager nor any Member, its agents,

affiliates, officers, directors, assigns, successors or heirs shall have any personal liability for the return of the Capital Contribution of any other Member and (iii) no Member shall have any priority over any other Member with respect to the return of any Capital Contribution.

3.04. Capital Accounts.

A Capital Account shall be established and maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account, there shall be credited such Member's Capital Contributions, such Member's distributive share of Net Profits, any items in the nature of income or gain that are specially allocated pursuant to this Agreement, and the amount of any liabilities of the Company that are assumed by such Member, or that are secured by any assets of the Company distributed to such Member.

(b) From each Member's Capital Account, there shall be debited the amount of cash and the Gross Asset Value of any Company assets distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses, any items in the nature of expenses or losses that are specially allocated pursuant to this Agreement, and the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) If ownership of any Membership Interest in the Company is assigned in accordance with the terms of this Agreement, the assignee shall succeed to the Capital Account of the assignor to the extent it relates to the assigned Membership Interest.

(d) In determining the amount of any liability for purposes of Sections 3.04(a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(e) To each Member's Capital Account, there shall be debited or credited, as the case may be, adjustments which are necessary to reflect a revaluation of Company assets to reflect the Gross Asset Value of all Company assets, as required by Regulations Section 1.704-1(b)(2)(iv)(f) and Section 3.05.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Code Section 704 and Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. The Company shall make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(q).

3.05. Gross Asset Value.

The Gross Asset Value of any asset of the Company shall be equal to the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company.

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values in connection with (and to be effective immediately prior to) the following events: (i) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (including cash) as consideration for an interest in the Company; or (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); *provided, however*, that an adjustment pursuant to clauses (i) or (ii) above shall be made only if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution.

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted bases of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and ARTICLE IV; *provided, however*, that Gross Asset Values shall not be adjusted pursuant to this Section 3.05(d) to the extent they were adjusted pursuant to Section 3.05(b) above in connection with a transaction that otherwise would result in an adjustment pursuant to this section.

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to this Section 3.05, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

3.06. Pre-Emptive Rights.

(a) The Company hereby grants to each Member the right to purchase, in accordance with the procedures set forth in this Section 3.06, the Member's Percentage Interest of any New Units which the Company (acting through its Manager) may, from time to time, propose to sell and issue (hereinafter referred to as the "Preemptive Right").

(b) In the event that the Company proposes to issue and sell New Units, the Company shall notify each Member in writing (the "New Units Notice"). Each New Units Notice shall set forth: (i) the number and class of New Units proposed to be issued by the Company and the per Unit purchase price; (ii) such Member's Percentage Interest of the New Units; and (iii) any other material terms including, if known, the expected date of consummation of the purchase and sale of the New Units.

(c) Each Member shall be entitled to exercise its right to purchase such New Units by delivering an irrevocable written notice to the Company within fifteen (15) days from the date of receipt of any such New Units Notice specifying the number of New Units to be subscribed at the price and on the terms and conditions specified in the New Units Notice.

(d) The Company and each Member shall work together, in good faith, to consummate the closing of the purchase and sale of any New Units that a Member has elected to subscribe for and purchase within fifteen (15) days following the expiration of the notice period set forth in Section 3.06(c) above.

(e) The Company may amend this Agreement in connection with the issuance of New Units in accordance with this Section 3.06 to the extent necessary to set forth the rights, preferences and privileges of the New Units, but only to the extent such amendment has been approved by the Investor Member.

ARTICLE IV

ALLOCATION OF PROFITS AND LOSSES

4.01. Allocation of Profits and Losses.

(a) Allocations of Net Profits and Net losses. Except as otherwise provided in Section 4.01(b) or Section 4.01(c), Net Profits and Net Losses for any Fiscal Year or other period shall be allocated among the Members in such a manner that, as of the end of such Fiscal Year or other period, the Capital Account of each Member shall equal (a) the amount that would be distributed to such Member determined as if the Company were to (i) liquidate the assets of the Company for an amount equal to their respective book values and (ii) distribute the proceeds of such liquidation pursuant to Section 10.02, minus (b) the amount of such Member's share of Company Minimum Gain (as determined according to Regulations Section 1.704-2(g)) and such Member's share of Member Nonrecourse Debt Minimum Gain (as determined according to Regulations Section 1.704-2(i)(5)).

(b) Regulatory Allocations. Notwithstanding any other provision of this Agreement, the following allocations shall be made prior to any other allocations under this Agreement:

(i) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f), notwithstanding any other provision of this Section 4.01, if there is a net decrease in Company Minimum Gain during any Fiscal Year or other period, each Member shall be specially allocated items of Company income and gain for such Fiscal Year or period (and, if necessary, subsequent Fiscal Years or periods) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.01(b)(i) is intended to comply with the minimum gain

chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Member Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Section 4.01, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year or other period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year or other period (and, if necessary, subsequent Fiscal Years or other periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.01(b)(ii) is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 4.01(b)(iii) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4.01 have been tentatively made as if this Section 4.01(b)(iii) were not in this Agreement. This Section 4.01(b)(iii) is intended to comply with the qualified income offset requirement of Regulations Section 1.704-1(b)(2)(ii)(d).

(iv) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Members in any manner permitted under applicable Regulations, as reasonably determined by the Manager.

(v) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vi) Net Losses. Notwithstanding Section 4.01(b), no Net Losses (or items of Net Loss or deduction) shall be allocated to a Member to the extent such allocation would increase or cause such Member to have an Adjusted Capital Account Deficit. Any such Net Losses (or items of Net Loss or deduction) shall be specially allocated to the other Members

to the extent that such allocation will not cause such other Members to have an Adjusted Capital Account Deficit.

(c) Curative Allocations.

(i) To the extent necessary to avoid any economic distortions that may result from application of Section 4.01(b) (the "Regulatory Allocations"), future items of income, gain, loss, and deduction shall be allocated as appropriate in the reasonable discretion of the Manager in order to remedy any economic distortions that the Regulatory Allocations might otherwise cause. In exercising its discretion under this Section 4.01(c)(i), the Manager shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 4.01(b).

(ii) Modifications to Preserve Underlying Economic Objectives. If there is a change in the U.S. federal income tax laws, or the allocations provided for in this Agreement do not comply with the substantial economic effect and capital account rules set forth under Code Section 704 and the Regulations thereunder, or otherwise do not properly reflect the economic interests of the Member, then the Manager acting in its reasonable discretion after consultation with tax advisors to the Company, shall make such modifications to the allocation provisions of this Agreement as are necessary to preserve the underlying economic objectives of the Members and to comply with such provisions of the Code and the Regulations. In this regard, it is intended that prior to a distribution of the proceeds from a liquidation of the Company, the positive Capital Account balance of each Member shall be equal to the amount that such Member is entitled to receive pursuant to Section 10.02 hereof. Accordingly, notwithstanding anything to the contrary herein, to the extent permissible under Code Section 704(b) and the Regulations promulgated thereunder, Net Profits and Net Losses and, if necessary, items of gross income and gross deductions, of the Company for the year of liquidation of the Company shall be allocated among the Members so as to bring the positive Capital Account balance of each Member as close as possible to the amount that such Member would receive if the Company were liquidated and all the proceeds were distributed in accordance with the provisions of Section 10.02 hereof.

(d) Tax Allocations. For U.S. federal, state and local income tax purposes, items of income, gain, loss, deduction and credit shall be allocated to the Members in accordance with the allocations of the corresponding items for Capital Account purposes under this Section 4.01, except that items with respect to which there is a difference between tax and book basis will be allocated in accordance with Code Section 704(c) and the Regulations thereunder (using the traditional method with curative allocations, but curative allocations will be limited to the allocation of gains or losses to overcome a ceiling limitation in a prior taxable year, consistent with Regulations Section 1.704-3(c)(3)(ii)).

(e) All elections, decisions and other matters concerning the allocation of income, gains, expenses and losses among the Members, and accounting procedures not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Manager in its sole discretion and shall be final and conclusive as to all Members.

ARTICLE V
DISTRIBUTIONS

5.01. Distributions.

(a) Distributions, if any, shall be made from the Company to the Members at such times as the Manager may determine.

(b) All distributions shall be made to the Members in the following manner and order of priority:

(I) One hundred percent (100%) to the Investor Member.

5.02. Distributions of Proceeds Upon Sale of Membership Interests.

Notwithstanding anything in this Agreement to the contrary, any sale of Units permitted under this Agreement, or a merger, in each case, in connection with a Sale Transaction, as a result of which the Members, rather than the Company, receive the proceeds of such sale or merger: (a) subject to any holdback or reserve described in clause (b) of this Section 5.02, the Members, as a group, hereby agree to apportion and, upon the closing of such sale or merger, pay over the proceeds among those Members participating in such Sale Transaction so that, as nearly as possible, the payments to each Member shall correspond to and be in accordance with the distribution provisions set forth in Section 5.01; and (b) the Company shall have the right to withhold, and each of the Members agrees to contribute and pay over from the proceeds received or receivable by such Member, a portion of the proceeds payable in any such transaction equal to an amount necessary, as reasonably determined by the Manager, to satisfy any post-transaction indemnification, purchase price adjustment or other similar escrow or holdback obligation; provided, however, that in no event shall a Member be obligated to make a contribution to the Company pursuant to the foregoing in excess of its pro rata portion of such proceeds. Any amount withheld pursuant to clause (b) of this Section 5.02 shall be held in a separate account for the ratable benefit of the Members participating in the transaction giving rise to such proceeds, and may be used, as determined by the Manager, to satisfy any such post-transaction obligation described in clause (b); provided, however, that none of the Company, the Managers nor any of their respective officers, directors, employees, partners, members, shareholders, agents or Affiliates, shall have any liability with respect to amounts so withheld or paid, except for fraud, gross negligence or willful misconduct.

ARTICLE VI
MANAGEMENT

6.01. Management.

(a) Management and control of the Company shall be vested exclusively and irrevocably with the Investor Member. Authority to sell the property rests exclusively in a Manager (the "Manager"), and while the business and affairs of the Company

shall be managed by the Investor Member, any sale is solely under the direction of the Manager. The Investor Member shall retain always the authority to make management decisions notwithstanding any delegation of duties by the Manager to (y) employees, officers or agents or (z) the Investor Member (if any duties are expressly delegated to the Investor Member). Notwithstanding the foregoing or anything contained herein to the contrary, the approval of the Manager shall be required to take any of the actions set forth in Section 6.01(h) of this Agreement. The officers of the Company serve at the sole discretion of the Manager, and such officers (or other agents) who are appointed by the Manager may be removed, at any time or from time to time, by the Manager, with or without cause upon unanimous consent of the Manager. No Member of the Company shall have any rights, powers or duties in respect of the management of the Company, except as otherwise expressly set forth in this Agreement.

The bank account of the Company shall be controlled by the Investor Member, and the Investor Member shall have sole authority to make withdrawals from the bank account and to write checks on behalf of the Company, except as otherwise provided in the last sentence of Section 6.01(i) of this Agreement. Notwithstanding, at the sole discretion of the Investor Member, a third party Lender, holding a receivable due from the Selling Member, who is secured by the property, may be a signer on the account as well, and is authorized to make payments to itself under the modified terms of its debt held against the property that may be due and payable, which have not been made from this account by the Investor Member.

(b) A Manager may resign at any time by giving written notice to the other Managers (the "Resignation Notice"). The resignation of such Manager shall take effect upon delivery of the Resignation Notice or at such later time as shall be specified in the Resignation Notice and, unless otherwise specified therein, the acceptance of such resignation by the Company or the other Managers shall not be necessary to make it effective. The resignation of a Manager shall not affect the resigning Manager's rights, if any, as a Member and shall not constitute such resigning Manager's resignation as a Member, if applicable. The Person or Persons having the right to appoint a Manager shall have the sole right to fill any vacancy as a result of such removal or resignation, except as otherwise provided in Section 6.01(c).

(c) Unless waived by the Managers, each Member shall be given at least forty-eight (48) hours notice of any meeting (which notice shall state the date, hour and location of the meeting and all actions to be considered at the meeting), and each Member shall be permitted to participate in any meeting by telephone or similar communications equipment. Any Manager may call a meeting of the Manager. Any action may be taken by the Manager without a meeting if authorized by the written consent of the Members necessary to authorize the action as specified in Section 6.01(f) below. Notice of a meeting need not be given to any Manager who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Manager. No action may be taken at any meeting of the Manager unless such action was specified in the notice of such meeting that was delivered to the Managers in accordance with this Section 6.01(e).

(d) A Person shall cease to serve as a Manager upon (i) his or her death, (ii) his or her resignation in accordance with Section 6.01(d) above or (iii) the removal of such Manager in accordance with Section 6.01(c) or Section 6.01(d).

(e) Managers shall not receive any fee or other compensation for services rendered on behalf of the Company as a Member of the Manager.

(f) The Manager may not take any of the following actions without the prior approval of the Seller Member's lender, CBC Partners:

(1) Create, incur, assume or make any payment in respect of any borrowed money indebtedness or guarantee the borrowed money indebtedness of any other person or entity, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(2) Directly permit to exist any lien or security interest on any of the asset of the Company, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(3) Dispose of its properties or assets, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(4) Declare or pay any dividend or distribution on any membership interest of the Company, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(5) Purchase or redeem any membership interests of, or rights, options or warrants to acquire membership interests of, the Company, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(6) Issue any additional membership interests of, or rights, options or warrants to acquire membership interests of the Company, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(7) Consummate, or enter into an agreement that results in, a sale of the Company (whether by merger, sale of assets, sale of Units or otherwise), unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(8) Enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any of its Managers, Members or any of their respective affiliates or family members, except for Capital Contributions from the Investor Member in respect of its Commitment as expressly provided in Section 3.02(b)

of this Agreement, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property;

(9) Cause a material change in the strategic direction or the nature of the business of the Company, unless such action results in the satisfaction of the Lender CBC Partners receivable secured by the property; or

(10) Enter into any agreement to do any of the foregoing, unless such agreement results in the satisfaction of the Lender CBC Partners receivable secured by the property.

6.02. Liability of Parties.

No Member, Manager nor any Representative of a Member or a Manager shall be liable to the Company or to any other Member or Manager for (a) the performance of, or the omission to perform, any act or duty on behalf of the Company if, in good faith, such Person determined that such conduct was in the best interests of the Company, and such conduct did not constitute fraud, gross negligence, reckless or intentional misconduct or a breach of this Agreement or a breach by the Lender Member; (b) the termination of the Company and this Agreement pursuant to the terms hereof; or (c) the performance of, or the omission to perform, any act on behalf of the Company in good-faith reliance on the advice of legal counsel, accountants, or other professional advisors to the Company.

6.03. Indemnification of Manager and Officers.

The Company, its receiver, or its trustee, as the case may be, shall indemnify, defend, and hold each Manager, Director or Officer (collectively, the "Indemnified Parties") harmless from and against any expense, loss, damage, or liability incurred or connected with any claim, suit, demand, loss, judgment, liability, cost, or expense (including reasonable attorneys' fees) arising from or related to the Company or any act or omission of the Indemnified Parties on behalf of the Company and amounts paid in settlement of any of the foregoing; provided that the same were not the result of (i) fraud, gross negligence, or reckless or intentional misconduct on the part of the Indemnified Party against whom a claim is asserted, (ii) a breach of this Agreement by the Indemnified Party or (iii) a breach of the Agreement by the Investing Member. The Company shall advance to any Indemnified Party the costs of defending any claim, suit, or action against such Indemnified Party (other than any claim, suit or action consisting of allegations covered by clauses (i), (ii) or (iii) of the immediately preceding sentence) if the Indemnified Party undertakes to repay the funds advanced, with interest, should it later be determined that the Indemnified Party is not entitled to indemnification under this Section 6.03.

6.04. Conflicts of Interest.

Subject to compliance by each Member's Related Parties with Section 8.02, each Member of the Company and any Manager at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently

or with others, including ones in competition with the Company, with no obligation to offer to the Company or to any other Member the right to participate therein.

6.05. Waiver of Duties.

The Members waive, to the maximum extent permitted by applicable law, any fiduciary duties or obligations that the Managers may owe to the Members.

ARTICLE VII

RESTRICTIONS ON TRANSFERS

7.01. Restrictions on Transfers.

Except as otherwise expressly permitted in this ARTICLE VII, no Member may Transfer all or any portion of its Membership Interest in the Company without the prior consent of the Manager, which consent may be granted or withheld in the sole and absolute discretion of the Manager. Members may not Transfer all or any portion of its Class A Units, except pursuant to a Transfer permitted by Sections 7.02, 7.09 or 7.10. Any Transfer (whether voluntary or involuntary) or attempted Transfer by a Member in violation of the immediately preceding sentence shall result in the automatic voiding of any such unauthorized transfer.

7.02. Permitted Transfers.

A Member shall be free at any time to Transfer all or any portion of its Membership Interest to: (a) in the case of a Member that is a natural person, any one or more of an existing Member's Family Members or a trust or estate for the benefit of such Family Members; (b) to any Affiliate of the Member or any Family Member of such Affiliate or to any limited partner or investor or Affiliate thereof in any investment vehicle managed by the Member or its Affiliates; or (c) to a wholly-owned subsidiary of the Member. Notwithstanding the foregoing sentence, without the prior written consent of the non transferring Member, a Member may not Transfer its Units pursuant to clause (b) of the immediately preceding sentence to a non-Affiliated Person that, at the time of the proposed Transfer, is actively engaged in litigation with, or has previously been engaged in litigation with, the Investor Members. A Member that is a natural person also may Transfer all or any portion of his or her Membership Interest upon his or her death or involuntarily by operation of law. For purposes of this ARTICLE, a Member's "Family Members" shall mean the Member's spouse, ancestors, issue (including adopted children and their issue) and trusts or custodianships for the primary benefit of the Member himself or such spouse, ancestors, or issue (including adopted children and their issue). Notwithstanding the foregoing, in the case of any Transfer permitted under this Section 7.02, it shall be a condition to such Transfer that such transferee agrees (y) to be bound by this Agreement by executing a joinder agreement in a form acceptable to the Manager and (z) that the Units acquired by such transferee may not be subsequently Transferred except in strict accordance with the terms of this Agreement.

7.03. Conditions to Transfer.

Notwithstanding any other provision of Section 7.01 or 7.02, no Transfer shall be permitted, except in the case of a Transfer on death or involuntarily by operation of law, unless the following additional conditions precedent are satisfied (or waived by the Manager in its sole and absolute discretion):

(a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement (including this ARTICLE VII); and

(b) At the request of the Manager, the transferor shall provide an opinion of counsel satisfactory to the Company to the effect that such Transfer will not violate any applicable securities laws regulating the transfer of securities or any of the provisions of any agreement to which the Company is a party.

7.04. Admission of Transferee as Member.

Subject to the other provisions of this ARTICLE VII, a transferee of a Membership Interest may be admitted to the Company as a Member only upon satisfaction of all of the following conditions:

(a) The Membership Interest with respect to which the transferee is admitted was acquired by means of a Transfer permitted under Sections 7.01 and 7.02;

(b) The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the Manager reasonably may request as necessary or appropriate to confirm such transferee as a Member in the Company and such transferee's agreement to be bound by the terms and conditions hereof; and

(c) The transferee furnishes copies of all instruments effecting the Transfer, opinions of counsel and such other certificates, instruments, and documents as the Manager may reasonably require.

7.05. Effect of Disposition.

Following any Transfer of a Member's entire Membership Interest, the Member shall have no further rights as a Member of the Company. In addition, following any permitted Transfer of a portion of a Member's Membership Interest, the Member shall have no further rights as a Member of the Company with respect to that portion Transferred.

7.06. Rights of Unadmitted Transferee.

A transferee of a Membership Interest who is not admitted as a Member pursuant to Sections 7.03 and 7.04 shall be entitled to allocations and distributions attributable to the

Membership Interest Transferred to the same extent as if the transferee were a Member, but shall have no right to vote or give a consent on any matter, if any, calling for the approval or consent of the Members (and notwithstanding anything in this Agreement to the contrary any requisite percentage or majority shall be computed as if the Transferred Membership Interest did not exist), shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the other rights of a Member under the Act or this Agreement. For the avoidance of doubt, if a Member Transfers or attempts to Transfer any Class A Units in violation of Section 7.01 of this Agreement, then such transfer shall automatically be voided.

7.07. Prohibited Transfers.

Any purported Transfer that is not permitted under this ARTICLE VII shall be null and void and of no effect whatsoever. In the case of a Transfer or attempted Transfer that is not such a permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of such indemnified persons may incur (including incremental tax liability and attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

7.08. [reserved]

7.09. Tag-Along Rights.

(a) In the event that the Investor Member desires to Transfer (other than a Transfer pursuant to Section 7.02 or a Transfer in accordance with Section 7.10) all or any portion of its Class A Units (the Units to be Transferred are hereinafter referred to as the "Third Party Purchaser Units") to a bona fide, non-Affiliated third party (a "Third Party Purchaser"), then the Investor Member shall promptly notify the other Members (the "Other Members"), in writing (the "Tag-Along Sale Notice"), specifying the price per Unit to be Transferred and the other material terms and conditions of the proposed Transfer to the Third Party Purchaser (the "Third Party Terms"). The Other Members shall have the right (to be exercised as described in this Section 7.09), but not the obligation, to participate in the proposed Transfer to the Third Party Purchaser (hereinafter referred to as the "Tag-Along Right") on the Third Party Terms, as modified by the terms set forth in this Section 7.09 (including Section 7.09(g)).

(b) Each Other Member that desires to exercise its Tag-Along Right shall deliver to the Investor Member a written notice (the "Tag-Along Acceptance Notice") within fifteen (15) days of such Other Member's receipt of the Tag-Along Sale Notice (the "Tag-Along Acceptance Period"). The Tag-Along Acceptance Notice shall state the number of Units being sold by the Investor Member that such Other Member proposes to include in such Transfer to the proposed Third Party Purchaser. The Tag-Along Acceptance Notice given by the Other Member shall constitute the Other Member's binding agreement to sell the number of Units specified in the Tag-Along Acceptance Notice on the Third Party Terms, as modified by the terms set forth in this Section 7.09 (including Section 7.09(g)).

(c) If a Tag-Along Acceptance Notice from an Other Member is not received by the Investor Member within fifteen (15) days of delivery by the Investor Member of the Tag-Along Sale Notice, the Investor Member shall have the right to consummate the sale without the participation of such Other Member, but only if the per Unit purchase price is no more favorable to the Investor Member than as stated in the Tag-Along Sale Notice and only if such sale occurs on a date within the one hundred twenty (120) day period (the "Sale Period") following the expiration of the Tag-Along Acceptance Period. If such sale does not occur within the Sale Period, the Units that were to be subject to such sale thereafter shall continue to be subject to all of the restrictions contained in this Section 7.09.

(d) In connection with any Transfer of Units to the Third Party Purchaser pursuant to this Section 7.09, each of the Investor Member and the Other Members shall have the right to sell to the Third Party Purchaser a number of Units equal to its pro rata portion (based on the number of Units held by the Members, which shall only include the Class A Units to the extent provided in Section 7.09(h) below) of the Third Party Purchaser Units.

(e) At the closing of the Transfer to any Third Party Purchaser of any Third Party Purchaser Units pursuant to this Section 7.09, the Third Party Purchaser shall remit to the Investor Member and the Other Members participating in such sale the aggregate consideration payable to the Investor Member and the Other Members for the Units sold pursuant to Section 7.09 hereof (less any such Member's pro rata share of the consideration to be escrowed or held back, if any, as described below), against delivery by such Member of the Units being sold by it, free and clear of all liens, claims and encumbrances (other than encumbrances imposed by this Agreement), as evidenced by such documentation as the Third Party Purchaser reasonably requests, and the compliance by the Investor Member and the Other Members with any other conditions to closing requested by the Third Party Purchaser.

(f) The consummation of the proposed Transfer triggering the Tag-Along Right shall be subject to the sole discretion of the Investor Member, who shall have no liability or obligation whatsoever to the Other Members for not consummating such proposed Transfer other than its obligations as set forth in this Section 7.09. The Other Members shall receive the same form of consideration received by the Investor Member from the Third Party Purchaser, subject to Section 7.09(g) below. To the extent that the parties are to provide any indemnification or otherwise assume any other post-closing liabilities in favor of the Third Party Purchaser, the Investor Member shall seek to have such indemnification or post-closing liabilities be on a several but not joint basis (and on a pro rata basis in accordance with the proceeds received by such Member) to the extent permitted by the Third Party Purchaser; provided, however, in no event shall any Member's respective potential liability thereunder exceed the proceeds received by such Member. To the extent any such indemnification or post-closing liabilities are made on a joint and several basis and a Member bears more than its pro rata share (based on the proceeds to be received by such Member) of such indemnification or post-closing liabilities, then the other Member(s) shall contribute such Member such amount as is necessary to cause each Member to bear its pro rata share of such indemnification or post-closing liabilities.

(g) The aggregate net proceeds of any Transfer of Units pursuant to this Section 7.09 shall be allocated among the Members participating in such Transfer in accordance with the distribution provisions of Section 5.01(b) of this Agreement.

(h) The Seller Member shall only be entitled to include Class A Units in any Transfer pursuant to this Section 7.09 if, prior to such Transfer, the Investor Member has received the full distribution preference it is entitled to receive under Section 5.01(b)(I) of this Agreement.

7.10. Drag-Along.

If the Manager and the Investor Member approve a Sale Transaction to a non-Affiliated third party (a "Third Party Transferee"), then the Investor Member shall have the right, but not the obligation, to require the Seller Member to consent to and approve the Sale Transaction and, if the Sale Transaction is structured as a sale of Units by the Members, to require the Seller Member to Transfer to the same Third Party Transferee all of the Units held by the Seller Member on the same terms and conditions as the Investor Member, subject to the last sentence of this Section 7.10. In connection therewith, upon request of the Investor Member, the Seller Member shall (i) consent to and raise no objections against such Sale Transaction and (ii) execute and deliver a definitive purchase and sale agreement, in substantially the same form and substance as the definitive agreement executed and delivered by the Investor Member; provided, that, to the extent that the parties are to provide any indemnification or otherwise assume any other post-closing liabilities, the Investor Member shall seek to have such indemnification or post-closing liabilities be on a several but not joint basis (and on a pro rata basis in accordance with the proceeds received by such Members) to the extent permitted by the Third Party Transferee; provided, however, in no event shall any Member's respective potential liability thereunder exceed the proceeds received by such Member in connection with such Sale Transaction. Subject to compliance with the proviso set forth in the immediately preceding sentence, if the Seller Member shall fail to execute and deliver such definitive agreement, the Company and the Investor Member shall have a power of attorney (which may be relied upon by the purchaser(s) in any such sale) and for that purpose the Seller Member, without any further action or deed, shall be deemed to have appointed the Company and the Investor Member as the Seller Member's agent and attorney-in-fact, with full power of substitution, for the purpose of executing and delivering the definitive agreement in the name and on behalf of the Seller Member and performing all such action as may be necessary or appropriate to consummate the sale of the Seller Member's interest pursuant to that agreement. Each Member shall bear its pro rata share of the costs of any transaction pursuant to this Section 7.10 (based on the net proceeds to be received by each Member in connection with the Sale Transaction) to the extent such costs are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party. The aggregate net proceeds of any Sale Transaction pursuant to this Section 7.10 shall be allocated among the Members in accordance with Section 5.01(b) of this Agreement.

ARTICLE VIII

MEMBER COVENANTS

8.01. Confidentiality.

Each Member agrees that Confidential Information will be furnished to it or its Representatives in connection with (i) such Member's ownership of Units in the Company and/or (ii) such Member's designee(s) serving as a Manager or, in the case of the Investor Member, the provision of services by the Investor Member to the Company. Each Member agrees that it shall use, and that it shall cause its Representative to use, the Confidential Information only in connection with its investment in the Company and not for any other

purpose. Each Member further acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(a) to such Member's Representatives in the normal course of the performance of their duties or to any financial institution providing credit to such Member;

(b) to the extent required by applicable law, rule or regulation (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Member is subject, provided that such Member agrees to give the Company prompt notice of such request(s), to the extent practicable, so that the Company may seek an appropriate protective order or similar relief (and such Person shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such law, rule or regulation));

(c) to any Person to whom such Member is contemplating a transfer of its Units, provided that such Transfer would not be in violation of the provisions of this Agreement and such potential transferee is advised of the confidential nature of such information and agrees to be bound by a confidentiality agreement consistent with the provisions of this Section 8.01;

(d) to any regulatory authority or rating agency to which the Member or any of its Affiliates is subject or with which it has regular dealings, as long as such authority or agency is advised of the confidential nature of such information;

(e) to any Representative to the extent related to the tax treatment of the Units held by such Member, or

(f) if the prior written consent of the Manager shall have been obtained.

Nothing contained herein shall prevent the use of Confidential Information in connection with the assertion or defense of any claim by or against any Member.

8.02. Investor Member Covenants.

The Investor Member hereby covenants, acknowledges and agrees with the Company and the Seller Member and Lender Member as follows:

(a) Investor Member shall:

(i) Provide for the funding of a annual expense reserve account in the amount of \$150,000.00 within ninety days of the execution of this Agreement, from which non member CBC Partners is authorized to issue payment against its obligations due from Seller Member should Investor Member fail to effect such payments in a timely fashion.

- (ii) Provide for a second funding of an annual expense reserve account one year later in the additional amount of \$150,000.00 within ninety days of the first anniversary of the execution of this Agreement, from which non Member CBC Partners is authorized to issue payment against its Note should Investor Member fail to effect such payments in a timely fashion.
- (iii) Cause the Company to service the non Member CBC Partners receivable against the subject property commencing 90 days after the closing of this Agreement, under the modified terms and conditions thereto, as agreed upon by the Investor Member.
- (iv) Cause the Company to effect repairs to the premises to bring it back to top quality standard and working repair
- (v) Cause the Company to maintain and provide for all costs related to the ongoing maintenance of the property
- (vi) Cause the Company to pay all utilities
- (vii) Cause the Company to pay for all real property insurance
- (viii) Cause the Company to pay all HOA assessments and fines
- (ix) Cause the Company to pay for all landscaping
- (x) Provide for its benefit from that portion of its judgment proceeds distributions from its interest in 1st One Hundred Holdings to serve as additional collateral to further securitize Lending Member's Note against any deficiency in the existing real property serving as collateral prior to this Agreement
- (xi) At the earlier of 2 years or upon collection of the judgment proceeds, pay off in full the CBC reveivable as relates to the property
- (xii) At the earlier of 2 years or upon collection of the judgment proceeds, either assume service of or retire either or both of the 1st and 2nd position lenders
- (xiii) At the earlier of 2 years or upon collection of the judgment proceeds, pay off past due and accrued property tax assessments, if not already addressed by 1st or 2nd lender

- (xiv) Utilize its lawyers to effectuate a Quiet Title action for the purposes of extinguishing any and all judgment creditor liens against the property.

(b) the Company shall comply, at all times, with the terms and conditions of the Agreement.

(c) the execution, delivery and performance of this Agreement by the Investor Member does not conflict with or constitute a breach of or a default under the Articles of Organization of the Investor Member, the Operating Agreement of the Investor Member or any contract, agreement, instrument or debenture to which the Investor Member is a party or to which any of its assets are subject.

8.03 Seller Member Covenants.

The Seller Member hereby covenants, acknowledges and agrees with the Company and the Seller Member and Investor Member as follows:

(a) Seller Member shall:

- (i) Convey all rights of Possession to the Investor Member
- (ii) Upon payment in full of the CBC Partners receivable secured against the premises, transfer its Membership Interest in the Company to Investor Member.
- (iii) At execution of this Operating Agreement Execute a Deed of Sale conveying ownership of the premises to the Company
- (iv) To execute those amendments to the Lender Member Note as necessary

(b) the Seller Member shall comply, at all times, with the terms and conditions of the Agreement.

(c) the execution, delivery and performance of this Agreement by the Seller Member does not conflict with or constitute a breach of or a default under any contract, agreement, instrument or debenture to which the Investor Member is a party or to which any of his assets are subject.

ARTICLE IX WITHDRAWAL

9.01. Restrictions on Withdrawal.

A Member does not have the right to withdraw from the Company as a Member or to terminate its Membership Interest, except to the extent expressly provided herein.

ARTICLE X

DISSOLUTION, LIQUIDATION, AND TERMINATION

10.01. Dissolution.

(a) The Company shall be dissolved automatically and its affairs shall be wound up upon the first to occur of the following:

(i) at any time upon the written consent of the Investor Member, so long as the Manager shall have also consented in writing thereto, or upon the written consent of the sole remaining Member; or

(ii) ninety (90) days after the date on which the Company no longer has at least one (1) Member, unless a new Member is admitted to the Company during such ninety (90) day period.

10.02. Liquidation.

(a) Upon a dissolution of the Company requiring the winding-up of its affairs, the Manager shall wind up its affairs. The assets of the Company shall be sold within a reasonable period of time to the extent necessary to pay or to provide for the payment of all debts and liabilities of the Company, and may be sold to the extent deemed practicable and prudent by the Manager.

(b) The net assets of the Company remaining after satisfaction of all such debts and liabilities and the creation of any reserves under Section 10.02(d), shall be distributed to the Members in accordance with Section 5.01(b) of this Agreement, after giving effect to all contributions, distributions and allocations for all periods, including the period during which such liquidation occurs. Any property distributed in kind in the liquidation shall be valued at fair market value.

(c) Distributions to Members pursuant to this ARTICLE X shall be made by the end of the taxable year of the liquidation, or, if later, ninety (90) days after the date of such liquidation in accordance with Regulations Section 1.704-1(b)(2)(ii)(g).

(d) The Manager may withhold from distribution under this Section 10.02 such reserves as are required by applicable law and such other reserves for subsequent computation adjustments and for contingencies, including contingent liabilities relating to pending or anticipated litigation or to Internal Revenue Service examinations. Any amount withheld as a reserve shall reduce the amount payable under this Section 10.02 and shall be held in a segregated interest-bearing account (which may be commingled with similar accounts). The unused portion of any reserve shall be distributed with interest thereon pursuant to this Section 10.02 after the Manager shall have determined that the need therefor shall have ceased.

(e) Deficit Capital Accounts. If a Member has a deficit balance in its Capital Account after giving effect to all contributions, distributions, and allocations for all taxable years, including the year in which the liquidation occurs, the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed by such Member to the Company or to any other Person, for any purpose whatsoever. Notwithstanding, Lender Member's secured note against the Property shall not be compromised under this provision.

ARTICLE XI

BOOKS AND RECORDS, ACCOUNTING, AND TAX ELECTIONS

11.01. Maintenance of Records.

The Company shall maintain true and correct books and records, in which shall be entered all transactions of the Company, and shall maintain all other records necessary, convenient, or incidental to recording the Company's business and affairs, which shall be sufficient to record the allocation of Net Profits and Net Losses and distributions as provided for herein. All decisions as to accounting principles, accounting methods, and other accounting matters shall be made by the Manager. The Company shall keep a current list of all Members and their Capital Contributions, adjusted for any withdrawals, which shall be available for inspection by all Members. Each Member or its authorized representative may examine any of the books and records of the Company during normal business hours upon reasonable notice for a proper purpose reasonably related to the Member's interest in the Company.

11.02. Reports to Members.

As soon as practicable after the end of each Fiscal Year, the Company shall cause to be prepared and sent to each Member a report setting forth in sufficient detail all such information and data with respect to the Company for such Fiscal Year as shall enable each Member to prepare its income tax returns. Any financial statements, reports and tax returns required pursuant to this Section 11.02 shall be prepared at the expense of the Company.

11.03. Tax Elections: Determinations Not Provided for in Agreement.

The Manager shall be empowered to make or revoke any elections now or hereafter required or permitted to be made by the Code or any state or local tax law, and to decide in a fair and equitable manner any accounting procedures and other matters arising with respect to the Company or under this Agreement that are not expressly provided for in this Agreement. In this regard, the Members agree that the Company shall make a valid election under Code Section 754. Notwithstanding the foregoing, absent the unanimous consent of the Manager to the contrary, the Company and all Members shall take any steps that may be necessary to elect partnership status for purposes of the Code and any applicable state or local tax law.

11.04. Tax Matters Partner.

The Investor is hereby designated the "Tax Matters Partner" of the Company for purposes of the Code.

ARTICLE XII

GENERAL PROVISIONS

12.01. Notices.

Except as expressly provided in this Agreement, all notices, consents, waivers, requests, or other instruments or communications given pursuant to this Agreement shall be in writing, shall be signed by the party giving the same, and shall be delivered by hand; sent by registered or certified United States mail, return receipt requested, postage prepaid; or sent by a recognized overnight delivery service. Such notices, instruments, or communications shall be addressed, in the case of the Company, to the Company at its principal place of business and, in the case of any of the Members, to the address set forth in the Company's books and records; except that any Member may, by notice to the Company and each other Member, specify any other address for the receipt of such notices, instruments, or communications. Except as expressly provided in this Agreement, any notice, instrument, or other communication shall be deemed properly given when sent in the manner prescribed in this Section 12.01. In computing the period of time for the giving of any notice, the day on which the notice is given shall be excluded and the day on which the matter noticed is to occur shall be included. If notice is given by personal delivery, then it shall be deemed given on the date personally delivered to such Person. If notice is given by mail in the manner permitted above, it shall be deemed given three (3) days after being deposited in the mail addressed to the Person to whom it is directed at the last address of the Person as it appears on the records of the Company, with prepaid postage thereon. If notice is given by nationally recognized overnight courier delivery service, then it shall be deemed given on the date actually delivered to the address of the recipient by such nationally recognized overnight courier delivery service. If notice is given in any other manner authorized herein or by law, it shall be deemed given when actually delivered, unless otherwise specified herein or by law.

12.02. Interpretation.

(a) ARTICLE, Section, and Subsection headings are not to be considered part of this Agreement, are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

(b) Use of the terms "herein," "hereunder," "hereof," and like terms shall be deemed to refer to this entire Agreement and not merely to the particular provision in which the term is contained, unless the context clearly indicates otherwise.

(c) Use of the word "including" or a like term shall be construed to mean "including, but not limited to."

(d) Exhibits and schedules to this Agreement are an integral part of this Agreement.

(e) Words importing a particular gender shall include every other gender, and words importing the singular shall include the plural and vice-versa, unless the context clearly indicates otherwise.

(f) Any reference to a provision of the Code, Regulations, or the Act shall be construed to be a reference to any successor provision thereof.

12.03. Governing Law, Jurisdiction, Venue.

This Agreement and all matters arising herefrom or with respect hereto, including, without limitation, tort claims (the "Covered Matters") shall be governed by, and construed in accordance with, the internal laws of State of Nevada, without reference to the choice of law principles thereof. The Members agree that any dispute between them or between any of them and the Company arising out of, or in connection with, the execution, interpretation, performance or non-performance of this Agreement (including the validity, scope and enforceability of these arbitration provisions) shall be settled by arbitration conducted in Clark County Nevada, in the English language, in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"), by a single arbitrator, designated by the AAA in accordance with the rules of the AAA. The decision of the AAA shall be final and binding on the Members and the Company, and not subject to further review, and judgment on the awards of the AAA may be entered in and enforced by any court having jurisdiction over the parties or their assets subject to the procedural requirements in such jurisdiction. The arbitration hearing shall be held solely in the State of Formation. Notwithstanding the foregoing agreement to arbitrate, the parties expressly reserve the right to seek (i) provisional relief from any court of competent jurisdiction to preserve their respective rights pending arbitration and (ii) equitable relief in any court of competent jurisdiction in the State of Formation. All costs of the arbitrator shall be split equally by the claimant, on the one hand, and the respondents, on the other hand; provided, however, the arbitrator shall have the right to apportion such costs in accordance with what the arbitrator deems just and equitable under the circumstances. The arbitrator shall have the authority to award reimbursement of attorneys' fees to the prevailing party in the arbitration.

12.04. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of the Members and the Managers and their respective heirs, executors, administrators, personal representatives, and successors.

12.05. Dispute Resolution.

In the event of a failure to reasonably resolve any issues among any of the Parties (or their owners, assigns, or successors), the disputes of those parties will be referred to binding arbitration for resolution thereof, and each party waives any right to litigation in favor of such resolution through binding arbitration. Arbitration shall be conducted under Nevada's Arbitration Rules). Judgment on the arbitrator's award may be entered in any court having

jurisdiction thereof. The arbitration shall be held in the City of Las Vegas and State of Nevada, and shall be conducted before a single arbitrator agreeable to the parties. The arbitrator shall make findings of fact and law in writing in support of his decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party as the arbitrator deems appropriate. The provisions hereof shall not preclude any party from seeking preliminary injunctive relief to protect or enforce its rights hereunder, or prohibit any court from making preliminary findings of fact in connection with granting or denying such preliminary injunctive relief after and in accordance with the decision of the arbitrator. No decision of the arbitrator shall be subject to judicial review or appeal; the parties waive any and all rights of judicial appeal or review of any decision of the arbitrator. Should any party initiate a civil proceeding against any other, notwithstanding the binding arbitration provision above, such party initiating civil litigation shall recognize that it has caused material damage and harm to the other by way of their breach of this agreement, and hereby agrees to an award, to each named defendant party, liquidated damages in the amount of any costs of defense incurred by the aggrieved party plus ten thousand dollars (\$10,000.00).

12.06. Severability.

Each item and provision of this Agreement is intended to be severable. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever, that term or provision shall be modified only to the extent necessary to be enforced, such term or provision shall be enforced to the maximum extent permitted by law, and the validity of the remainder of this Agreement shall not be adversely affected thereby.

12.07. Entire Agreement.

This Agreement (including the exhibits hereto and the Services Agreement) supersedes any and all other understandings and agreements, either oral or in writing, between the Members with respect to the Membership Interests and constitutes the sole agreement between the Members with respect to the Membership Interests.

12.08. Further Action.

Each Member shall, upon the request of the Manager, execute and deliver all papers, documents, and instruments and perform all acts that are necessary or appropriate to implement the terms of this Agreement and the intent of the Members.

12.09. Amendment or Modification.

This Agreement (including the exhibits hereto) may be amended or modified from time to time only upon the written approval of the Company (acting through the Manager) and the Investor Member; provided, however, for so long as the Seller Member owns any Class A Units, the approval of the Seller Member shall be required to amend Section 5.01 of this Agreement (other than in connection with the issuance of New Units) or Section 6.01(b)(ii) of this Agreement. Notwithstanding the foregoing, no amendment shall create any personal

liability or personal obligation of any Member for the debts, obligations, or liabilities of the Company not otherwise provided under the Act without such Member's written consent.

12.10. Counterparts.

This Agreement may be executed in original or by facsimile in several counterparts and, as so executed, shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or to the same counterpart.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Members have executed and adopted this Limited Liability Company Agreement effective as of September 30, 2017.

MEMBERS:

Kenneth Antos (Seller Member)

Kenneth Antos

By: 

Name: *Kenn Antos*

Title: *Member*

SJC Ventures Holdings, LLC (Investor Member)

By: 

Name: *Jay Bloom*

Title: *Manager*

MANAGER:


Jay Bloom, as Manager SJC Ventures Holdings, LLC

EXHIBIT A

DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Adjusted Capital Account Deficit" means, with respect to any Person, the deficit balance, if any, in such Person's Capital Account as of the end of the relevant Fiscal Year or other period, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts which such Person is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the next to the last sentence of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) after taking into account any changes during such year in Company Minimum Gain and Member Minimum Gain; and

(a) debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means, with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first mentioned Person. A Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York, NY are open for the general transaction of business.

"Capital Account" means, with respect to any Member, the Member's Capital Contributions, increased or decreased as provided in this Agreement.

"Capital Contribution" means, with respect to the Investor Member, the amount of money contributed to the Company by the Investor Member.

"Class A Units" means a class of Units that are denominated as "Class A Units".

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company Minimum Gain" has the meaning ascribed to the term "partnership minimum gain" in the Regulations Section 1.704-2(d).

"Confidential Information" means any information concerning the Company or the financial condition, business, operations, prospects or assets of the Company (including the terms of this Agreement), provided that the term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Member or any of a Member's Representatives in violation of this Agreement, (ii) is or was available to such Member on a non-confidential basis prior to its disclosure by the Company to such Member or the Representatives of such Member or (iii) was or becomes available to such Member on a non-confidential basis from a source other than the Company, which source is or was (at the time of receipt of the relevant information) not, to such Member's knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or another Person.

"Depreciation" means an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for the Fiscal Year or other period, except that if the Gross Asset Value of an asset differs from its adjusted tax basis at the beginning of the Fiscal Year or other period, Depreciation will be an amount which bears the same ratio to the beginning Gross Asset Value as the Federal income tax depreciation, amortization or other cost recovery deduction for the Fiscal Year or other period bears to the beginning adjusted tax basis; provided, however, that if the Federal income tax depreciation, amortization or other cost recovery deduction for the Fiscal Year or other period is zero, Depreciation will be determined by reference to the beginning Gross Asset Value using any reasonable method selected by the Manager.

"Fiscal Year" means the calendar year; but, upon the organization of the Company, "Fiscal Year" means the period from the first day of the term of the Company to the next following December 31, and upon dissolution of the Company, shall mean the period from the end of the last preceding Fiscal Year to the date of such dissolution.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, adjusted as provided in this Agreement.

"Liquidation" has the meaning as set forth in Regulations Section 1.704-1(b)(2)(ii)(g).

"Manager" means each Person comprising the Manager in accordance with Section 6.01(b) of this Agreement. A Manager may be a natural person or an entity; a Member or a non-member.

"Member" means each Person executing this Agreement as a Member or hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any Person who has ceased to be a Member of the Company. For purposes of interpreting this Agreement, references to the term "Member" in ARTICLE IV and ARTICLE V shall be deemed to refer to a transferee of an interest in the Company who is not admitted as a Member under Section 7.04 unless such interpretation is inconsistent with the provisions of Section 7.06.

"Member Nonrecourse Debt Minimum Gain" has the meaning ascribed to the term "partner nonrecourse debt minimum gain" in Regulations Section 1.704-2(i)(2).

"Member Nonrecourse Debt" has the meaning ascribed to the term "partner nonrecourse debt" in Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deduction" has the meaning ascribed to the term "partner nonrecourse deduction" in Regulations Section 1.704-2(i)(2).

"Membership Interest" means the entire interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted by this Agreement or the Act.

"Net Proceeds", with respect to a Sale Transaction, means the gross proceeds from the Sale Transaction less (i) the payment of any indebtedness for borrowed money of the Company, together with all interest, premiums and fees due and owing thereon, (ii) the payment of any transaction fees and expenses incurred by the Company that are directly related to the Sale Transaction and (iii) any holdback, reserve or escrow established by the Manager in connection with the Sale Transaction to satisfy any post-transaction indemnification, purchase price adjustment or similar obligation (and, once the Manager determines that the need for such holdback, reserve or escrow shall have ceased, any remaining proceeds shall be distributed to the Members in accordance with Section 5.01).

"Net Profits" and "Net Losses" means, for any Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profits or Net Losses shall be subtracted from Net Profits or Net Losses;

(c) Gains or losses resulting from any disposition of Company asset with respect to which gains or losses are recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the Company asset disposed of, notwithstanding the fact that the adjusted tax basis of such Company asset differs from its Gross Asset Value;

(d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing the taxable income or loss, there will be taken into account Depreciation; and

(c) If the Gross Asset Value of any Company asset is adjusted pursuant to the definition of "Gross Asset Value," the amount of the adjustment will be taken into account as gain or loss from the disposition of the asset for purposes of computing Net Profits or Net Losses.

Notwithstanding any other provision of this subsection, any items of income, gain, loss or deduction that are specially allocated under Section 4.01(b) or any other Section of this Agreement shall not be taken into account in computing Net Profits or Net Losses.

"New Units" mean any Units issued by the Company after the date hereof or any Units issuable by the Company upon exercise, exchange or conversion of any exercisable, exchangeable or convertible securities issued after the date hereof.

"Nonrecourse Deductions" has the meaning set forth in Regulations Sections 1.704-2(b) and (c).

"Other SPV" means a special purpose entity formed by the Company and an Investor to pursue the Purposes and which special purpose entity is funded solely by such Investor.

"Percentage Interest" means, as of any date of determination, with respect to the Investor Member, the percentage interest determined by dividing (x) the number of Class A Units owned by the Investor Member by (y) the aggregate number of Class A Units owned by all of the Members. The sum of the outstanding Percentage Interests of the Members shall at all times equal one hundred percent (100%).

"Permitted States" means States with an HOA "Super Priority" or "Safe Harbor" provision codified in its statutes, and any other such other states as may be approved by the Manager.

"Person" means an individual, corporation, association, partnership, joint venture, limited liability company, estate, trust, or any other legal entity.

"Regulations" means the Treasury Regulations promulgated under the Code, as such Regulations may be amended from time to time.

"Regulatory Allocations" has the meaning set forth in Section 4.01(c)(i).

"Representative" of a Person means that Person's directors, officers, general partners, members, managers, employees, and agents.

"Sale Transaction" (i) a sale of all or substantially all of the issued and outstanding Units of the Company or (ii) the sale of all or substantially all of the assets of the Company (including by means of merger, consolidation, other business combination, exclusive license, equity exchange or other reorganization) to a third party.

"Services Agreement" means that certain Services Agreement, dated as of January 20, 2015, between the Company and the Seller Member.

"Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, gift, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, give, or otherwise dispose of.

"Unit" means a denomination of a Membership Interest.

"Members Related Party" means each of the Members, their respective Representatives (including Jay Bloom) and any of its or their respective Affiliates.

EXHIBIT B

Name and Address of Member	Commitment	% Membership Interest	
Seller Member Kenneth Antos Fax: Attn: with a copy to: Fax: Attention:	\$100	49%	

Name and Address of Member	Commitment	% Membership Interest	
Investor Member SJC Ventures Holdings, LLC Fax: 702-974-0284 Attn: Jay Bloom with a copy to: Fax: 702-629-7925 Attention: Joseph Gutierrez, Esq.	\$150,000.00	51%	

EXHIBIT “LL”

2	4
1 DISTRICT COURT	1 I N D E X
2 CLARK COUNTY, NEVADA	2 WITNESS PAGE
3	3 SHEILA NEUMANN-ANTOS
4 SPANISH HEIGHTS ACQUISITION) Case No.: A-20-813439-B	4 Examination by Ms. Barraza 6
5 COMPANY, LLC, a Nevada Limited) Liability Company; SJC) Dept. No.: 11	5
6 VENTURES HOLDING COMPANY, LLC,) d/b/a SJC VENTURES, LLC, a)	6
7 Delaware Limited Liability) Company,)	7 E X H I B I T S
8 Plaintiffs,)	8 EXHIBIT DESCRIPTION MARKED
9 vs.)	9 Exhibit 17 10/2016 First Amendment to 7
10 CBC PARTNERS I, LLC, a) foreign Limited Liability) Intercreditor Agreement	10 (PLTFS000794-PLTFS000952)
11 Company; CBC PARTNERS, LLC,) a foreign Limited Liability) 4/1/20 letter from Mushkin to Mr. 10	11 Exhibit 19 Bloom and Mr. and Mrs. Antos with
12 Company; 5148 SPANISH) attachment	12 (K001-K003 and L 001)
13 HEIGHTS, LLC, a Nevada) Limited Liability Company;)	13
14 KENNETH ANTOS AND SHEILA) NEUMANN-ANTOS, as Trustees)	14
15 of the Kenneth & Sheila) Antos Living Trust and the)	15
16 Kenneth M. Antos & Sheila) M. Neumann-Antos Trust;)	16
17 DACIA, LLC, a foreign) Limited Liability Company;)	17
18 DOES I through X; and ROE) CORPORATIONS I through X,)	18
19 inclusive,)	19
20 Defendants.)	20
21	21
22	22
23	23
24	24
25	25
3	5
1 APPEARANCES:	1 P R O C E E D I N G S
2 (All parties appearing remotely)	2 THE VIDEOGRAPHER: Today is Wednesday,
3 For the Plaintiffs:	3 September 23rd, 2020. The time is approximately 11:08,
4 DANIELLE J. BARRAZA, ESQ.	4 a.m.
5 MAIER GUTIERREZ & ASSOCIATES	5 This is the remote deposition of Sheila M.
6 8816 Spanish Ridge Avenue	6 Neumann-Antos in the case of Spanish Heights Acquisition
7 Las Vegas, Nevada 89148	7 Company, LLC, et al., vs. CBC Partners I, LLC, et al.
8 djb@mgalaw.com	8 I'm Johnny Randall with Oasis Reporting
9 For the Defendants CBC Partners I, LLC, CBC Partners,	9 Services. I will be monitoring the proceedings and
10 LLC, 5148 Spanish Heights, LLC, and Dacia, LLC:	10 recording both video and audio today.
11 MICHAEL R. MUSHKIN, ESQ.	11 At this time, I will ask counsel to identify
12 MUSHKIN & COPPEDGE	12 themselves, state whom they represent, and agree on the
13 6070 South Eastern Avenue	13 record that there is no objection to the court reporter
14 Suite 270	14 administering a binding oath to the witness through
15 Las Vegas, Nevada 89119	15 remote videoconferencing. If no objection is stated, we
16 michael@mccnvlaw.com	16 will proceed forward with the agreement of all counsel.
17 The Videographer:	17 We'll begin the appearances with the noticing
18 JOHNNY RANDALL	18 attorney.
19 Also Present:	19 MS. BARRAZA: Good morning. Danielle Barraza
20 JAY BLOOM	20 on behalf of Plaintiffs, and we have no objection.
21 KENNETH ANTOS	21 MR. MUSHKIN: Morning. Mike Mushkin on behalf
22 * * * * *	22 of Defendants, and we have no objection.
23	23 (Witness sworn.)
24	24 ////
25	25 ////

<p>6</p> <p>1 SHEILA NEUMANN-ANTOS, 2 having been first duly sworn, was 3 examined and testified as follows: 4 EXAMINATION 5 BY MS. BARRAZA: 6 Q. All right. Good morning. If you could please 7 state your name and then spell it for the record. 8 A. Sheila Neumann-Antos. Oh, and spell it. 9 Sheila, S-h-e-i-l-a N-e-u-m-a-double n, Antos, 10 A-n-t-o-s. 11 Q. Okay. And Ms. Antos, you understand that 12 you're -- the oath you just took is the same that you 13 would take as in a court of law. 14 Do you understand that? 15 A. Yes. 16 Q. Which means you are subject to the same 17 penalties of perjury. 18 Do you understand that? 19 A. Yes. 20 Q. All right. I just want to briefly -- I assume 21 you live at the same address as your husband; correct? 22 A. Yes. 23 Q. Okay. And I assume -- you've never been 24 convicted for any kind of felonies; correct? 25 A. Correct.</p>	<p>8</p> <p>1 the record now? 2 MS. BARRAZA: Yeah. If you could -- you can go 3 ahead and state it, if you would like. 4 MR. MUSHKIN: Sure. 5 For purposes of the record, Exhibit 17 contains 6 a series of guarantees and acknowledgments that are 7 signed by both the Antoses I apologize. In the first 8 deposition, we went laboriously through them and 9 identified Ken's signatures. We are stipulating that 10 where Sheila signed, those are true and accurate copies 11 of documents that Sheila Antos -- Neumann-Antos signed 12 either in her individual capacity or from time to time 13 in her capacity as trustee of their grantor trust -- 14 their revocable trust. 15 Does that cover it, Counsel? 16 MS. BARRAZA: I think it covers. My only issue 17 is I don't see any signature on behalf of the trust. 18 MR. MUSHKIN: I just didn't know. I just 19 wanted to be inclusive. 20 MS. BARRAZA: Okay. That's fine. That's fine. 21 MR. MUSHKIN: By way of example, 822 is one of 22 those Acknowledgments and Agreement of Guarantors, and 23 my understanding is there's one of those for each of the 24 modifications to the note. 25 MS. BARRAZA: And I just want to make sure, can</p>
<p>7</p> <p>1 Q. Okay. And you've never been arrested for any 2 crimes involving dishonesty; correct? 3 A. Correct. 4 Q. Okay. Now, did you specifically personally 5 review any documents in preparation for this deposition? 6 A. I read the document that we were served with. 7 Q. Okay. Anything else that you can recall? 8 A. No. 9 Q. All right. All right. And I would assume you 10 would agree that you did live at -- reside at the 11 property located at 5148 Spanish Heights Drive, Las 12 Vegas, Nevada 89148; correct? 13 A. Yes. 14 Q. All right. And you are comfortable with me 15 referring to that as "the property"; correct? 16 A. Correct. 17 Q. All right. If we could just briefly -- let me 18 ask you this first: You obviously sat in while your 19 husband was being deposed. Was there any testimony he 20 provided that you dispute or disagree with? 21 A. No. 22 Q. Okay. And if we could go to Exhibit 17. 23 (Exhibit 17 was marked for the 24 record.) 25 MR. MUSHKIN: Do you want to put the stip on</p>	<p>9</p> <p>1 we stipulate that if there's no indication that there's 2 a signature on behalf of the trust, there is no need to 3 assume that it was on of behalf the trust? 4 MR. MUSHKIN: Yeah, I believe you are correct, 5 Counsel. The way the documents were created, they were 6 individually guarantors. The trust is not a guarantor. 7 The trust is an obligor on certain other documents. I 8 believe the deed of trust is signed by the -- the 9 trustees. 10 MS. BARRAZA: Okay. 11 MR. MUSHKIN: And those are all recorded and 12 notarized. We're not going to dispute the authenticity 13 of any of those documents either. 14 MS. BARRAZA: Okay. 15 BY MS. BARRAZA: 16 Q. All right. And you agree with that, I assume? 17 Ms. Antos, you agree with that? 18 A. Yes. 19 Q. Okay. All right. I wanted to ask you do you 20 personally have any kind of history of legal -- getting 21 a legal education? 22 A. No. 23 Q. Okay. Did you ever go to school for and learn 24 anything about the law or things like that? 25 A. No.</p>

<p>10</p> <p>1 Q. Okay. Do you have any personal knowledge as to</p> <p>2 what the doctrine of merger means?</p> <p>3 A. No.</p> <p>4 Q. Has anybody attempted to explain it to you?</p> <p>5 A. No.</p> <p>6 Q. Okay. And if we can go to Exhibit 19.</p> <p>7 (Exhibit 19 was marked for the</p> <p>8 record.)</p> <p>9 MR. MUSHKIN: Do you want the letter or the --</p> <p>10 MS. BARRAZA: Yeah, if we can go to K001 on</p> <p>11 Exhibit 19.</p> <p>12 THE COURT REPORTER: I can't hear the dialogue</p> <p>13 going on.</p> <p>14 MR. MUSHKIN: We're just waiting for a</p> <p>15 question. Sorry.</p> <p>16 BY MS. BARRAZA:</p> <p>17 Q. To clarify for the record, I'm referring to</p> <p>18 L 001.</p> <p>19 All right. Do you see your signature on this</p> <p>20 document?</p> <p>21 A. Yes.</p> <p>22 Q. Is that a "yes"? I didn't hear you.</p> <p>23 A. Yes.</p> <p>24 Q. All right. Do you have any understanding as to</p> <p>25 what you were signing off here on this L 001 document?</p>	<p>12</p> <p>1 what he should have been doing for getting out of it.</p> <p>2 And --</p> <p>3 Q. Okay. All right. And did anybody ever discuss</p> <p>4 with you the legal ramifications for signing off on this</p> <p>5 L 001 document?</p> <p>6 A. No.</p> <p>7 MR. MUSHKIN: You have to wait for her to</p> <p>8 finish. There's a slight pause --</p> <p>9 THE WITNESS: Oh.</p> <p>10 MR. MUSHKIN: -- after she finishes. When you</p> <p>11 keep answering, they don't actually hear it because --</p> <p>12 THE WITNESS: Okay.</p> <p>13 MR. MUSHKIN: -- there's a minimal gap because</p> <p>14 we're all -- so please answer again.</p> <p>15 THE WITNESS: What's the question?</p> <p>16 BY MS. BARRAZA:</p> <p>17 Q. The question was do you recall ever anybody</p> <p>18 explaining to you the legal ramifications of signing off</p> <p>19 on this document, this L 001 Exhibit 19?</p> <p>20 A. No.</p> <p>21 Q. Okay. All right. And would you agree with me</p> <p>22 that you have not signed off on any document here on</p> <p>23 L 001 that -- with respect to waiving the doctrine of</p> <p>24 merger?</p> <p>25 MR. MUSHKIN: Objection to the form of the</p>
<p>11</p> <p>1 A. I'm looking at it. Yes.</p> <p>2 MR. MUSHKIN: She was officially mumbling.</p> <p>3 THE WITNESS: Oh, yes. I read this, the first</p> <p>4 thing, the assignment. We were assigning whatever we</p> <p>5 had in the Spanish Heights Acquisition Company to CBC I</p> <p>6 or CBC with -- so that we could facilitate the</p> <p>7 possibility that Mr. Bloom had been sitting on this</p> <p>8 house. It was supposed to be done in two years. He was</p> <p>9 supposed to -- he was so wonderful and told us all about</p> <p>10 his billion-dollar judgment he got against someone, and</p> <p>11 he was going to purchase our home probably or end up</p> <p>12 buying out CBC in two years and working with the other</p> <p>13 two deeds of trust, first and second, to be able to</p> <p>14 purchase the home. And I -- so that's -- this was to</p> <p>15 facilitate.</p> <p>16 BY MS. BARRAZA:</p> <p>17 Q. Okay. So I understand --</p> <p>18 A. Get it all done.</p> <p>19 Q. Okay. So I understand your position that this</p> <p>20 L 001 on Exhibit 19, you were signing off on it in an</p> <p>21 attempt to facilitate -- to facilitate Mr. Bloom</p> <p>22 purchasing the property or to --</p> <p>23 A. Making it easier. Something --</p> <p>24 Q. Okay.</p> <p>25 A. Whatever we needed to do to have him go on with</p>	<p>13</p> <p>1 question. Calls for a legal conclusion.</p> <p>2 You can answer, if you can.</p> <p>3 THE WITNESS: No.</p> <p>4 BY MS. BARRAZA:</p> <p>5 Q. And as you sit here today, would it be correct</p> <p>6 that you don't know what the doctrine of merger is;</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. And as you sit here today, you don't have the</p> <p>10 knowledge as to whether or not you would want to waive</p> <p>11 it or not; correct?</p> <p>12 A. Correct.</p> <p>13 Q. Okay.</p> <p>14 MR. MUSHKIN: And it assumes facts not in</p> <p>15 evidence. I object to the form of the question.</p> <p>16 THE WITNESS: Yes.</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q. Do you have any testimony to add with respect</p> <p>19 to the question I had asked Mr. Antos about why you guys</p> <p>20 decided to put the property -- it used to be in your</p> <p>21 names individually, and then at some point it got put</p> <p>22 into the trust. Do you have any other testimony to add</p> <p>23 to that?</p> <p>24 A. No.</p> <p>25 Q. Okay. You agree it was based on you guys had</p>

<p>14</p> <p>1 gotten some advice that that's probably what you should 2 be doing, putting it into a trust? 3 A. Yes. 4 Q. Okay. Do you have any personal -- let me just 5 ask you this: During the conversations that took place 6 with -- with CBC, were these conversations usually 7 Mr. Antos and somebody from CBC, or were you actually 8 involved in those conversations? 9 A. It was Mr. Antos. 10 Q. Okay. Okay. And do you have any personal 11 knowledge as to SJC's finances? 12 A. No. 13 Q. And are you familiar -- when I say "SJC," I'm 14 referring to the -- the tenant of the property? 15 A. Yes. 16 Q. Okay. And do you have any personal knowledge 17 as to whether SJC is undercapitalized? 18 A. No. 19 Q. Okay. Do you know if SJC is insolvent? 20 A. No. 21 Q. Do you know if -- do you personally know that 22 Jay Bloom has been commingling any of his personal funds 23 with SJC funds? 24 A. No. 25 Q. Okay.</p>	<p>16</p> <p>1 Q. Okay. Good. Okay. 2 MR. MUSHKIN: Don't answer with your head. 3 Answer audibly. And you got to take a breath before you 4 answer it, like earlier. 5 BY MS. BARRAZA: 6 Q. From what I'm understanding, is it correct that 7 you don't believe that you or the Antos trust is 8 claiming any interest in Spanish Heights Acquisition 9 Company at this time? Is that correct? 10 MR. MUSHKIN: Objection to the extent it calls 11 for a legal conclusion. 12 You can answer. 13 THE WITNESS: Oh. I don't really know because 14 I, you know. 15 (Court reporter interrupts.) 16 MR. MUSHKIN: She just doesn't know. That's 17 all. 18 THE WITNESS: I just don't know. 19 MS. BARRAZA: Okay. That's fine. 20 MR. MUSHKIN: What she was about to say was 21 that she relies on her husband, but she didn't get it 22 out too smoothly. That's why she looked over at him. 23 She gave one of those (indicating). Sorry. 24 BY MS. BARRAZA: 25 Q. All right. And so I think we already went over</p>
<p>15</p> <p>1 MR. MUSHKIN: She's scrolling fast. She's 2 going good. We might get lunch. Yeah, that's the -- 3 she's fast doing the mouse, the mouse scrolling. We can 4 just hear it a little when you scroll. 5 BY MS. BARRAZA: 6 Q. I just want to touch base on the -- the SHAC 7 operating agreement. Do you recall signing off on that? 8 A. Yes, I do. 9 Q. Okay. Do you recall recently looking at that 10 operating agreement? 11 A. No. 12 Q. Okay. Do you happen to remember language in 13 that operating agreement in there stating that if 14 there's any dispute, you have to go to arbitration? 15 A. No, I don't remember. 16 Q. Okay. 17 A. Standard at the time -- 18 (Court reporter interrupts.) 19 MR. MUSHKIN: Scanned it at -- 20 THE WITNESS: Scanned it at the time. 21 THE COURT REPORTER: "Scanned it." Thank you. 22 BY MS. BARRAZA: 23 Q. Meaning you skimmed through it, you looked 24 through it before signing it? 25 A. (Witness moves head up and down.) Yes.</p>	<p>17</p> <p>1 you don't dispute any of your husband's testimony. 2 Would you agree that the answers he provided to the 3 questions that you also listened in on, you would agree 4 with those answers? 5 A. Yes. 6 Q. Okay. Do you have anything that was asked 7 earlier today of Mr. Antos -- do you have anything that 8 you feel you need to add or clarify? 9 A. No. 10 Q. Okay. 11 MS. BARRAZA: All right. I will at this time 12 pass the witness. 13 MR. MUSHKIN: No further questions. 14 MS. BARRAZA: Thank you. 15 THE VIDEOGRAPHER: This concludes the 16 deposition of Sheila Neumann-Antos. The time is now 17 11:23 a.m. We are off the record. 18 (Deposition concluded at 11:23 a.m.) 19 20 21 22 23 24 25</p>

<div style="text-align: right; margin-bottom: 10px;">18</div> <div style="text-align: center; margin-bottom: 10px;">CERTIFICATE OF WITNESS</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%; text-align: left;">PAGE</th> <th style="width: 15%; text-align: left;">LINE</th> <th style="width: 35%; text-align: left;">CHANGE</th> <th style="width: 45%; text-align: left;">REASON</th> </tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td><td></td></tr> </table> <div style="text-align: center; margin: 10px 0;">* * * * *</div> <p>I, SHEILA NEUMANN-ANTOS, witness herein, do hereby certify and declare under penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected, and do hereby affix my signature to said deposition.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ SHEILA NEUMANN-ANTOS Witness</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>	PAGE	LINE	CHANGE	REASON	3				4				5				6				7				8				9				10				11				12				13				14				15				16				17				18				<div style="text-align: right; margin-bottom: 10px;">19</div> <div style="text-align: center; margin-bottom: 10px;">REPORTER'S CERTIFICATE</div> <p>STATE OF NEVADA)) ss COUNTY OF WASHOE)</p> <p>I, Dawn Bratcher Gustin, a duly certified court reporter licensed in and for the State of Nevada, do hereby certify:</p> <p>That I reported the taking of the deposition of the witness, SHEILA NEUMANN-ANTOS, at the time and place aforesaid;</p> <p>That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;</p> <p>That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true, and accurate record of the proceedings to the best of my ability.</p> <p>I further certify that (1) I am not a relative, employee, or independent contractor of counsel of any of the parties; nor a relative, employee, or independent contractor of the parties involved in said action; nor a person financially interested in the action; nor do I have any other relationship with any of the parties or with counsel of any of the parties involved in the action that may reasonably cause my impartiality to be questioned; and (2) that transcript review pursuant to NRCP 30(e) was waived.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand in the County of Washoe, State of Nevada, this 24th day of September 2020. <i>Dawn Bratcher Gustin</i></p> <p>_____ Dawn Bratcher Gustin, CCR 253, RPR, CRR</p>
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EXHIBIT “MM”

APN# 163-29-615-007

11-digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>

Deed of Sale

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested By:

Maier Gutierrez & Associates

Return Documents To:

Name Joseph A. Gutierrez, Esq., Maier Gutierrez Ayon

Address 8816 Spanish Ridge Avenue

City/State/Zip Las Vegas, Nevada 89148

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.



APN: 163-29-615-007

Return document and mail tax statements to:

SPANISH HEIGHTS ACQUISITION COMPANY, LLC
5148 Spanish Heights Dr.
Las Vegas NV 89148

DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

ANTOS, KENNETH & SHEILA LIV TR, KENNETH M ANTOS SHEILA M. NEUMANN-ANTOS TRS

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

SPANISH HEIGHTS ACQUISITION COMPANY, LLC

the real property situated in the County of Clark, State of Nevada, described as follows:

LOT SEVEN (7) IN BLOCK FIVE (5) OF SPANISH HILLS ESTATES UNIT 5A, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 107, OF PLATS, PAGE 58, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

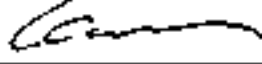
and commonly known as 5148 SPANISH HEIGHTS DR., LAS VEGAS NV 89148.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Subject to:

1. Property taxes.
2. Conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any.
3. Liens, deeds of trust, and other encumbrances now in force, if any.

Grantor: ANTOS, KENNETH & SHEILA LIV TR

By: 
Kenneth Antos, Trustee

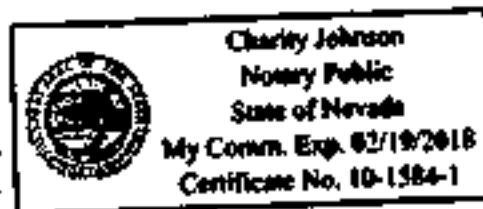
By: 
Sheila Neumann-Antos, Trustee

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was executed before me on October 11, 2017, by (print name) Kenneth Antos
and Sheila Neumann-Antos


NOTARY PUBLIC

My Commission Expires: 2/19/18
My Certificate No.: 10-1584-1



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 163-29-615-007
b. _____
c. _____
d. _____

2. Type of Property:

- a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 0.00

b. Deed in Lieu of Foreclosure Only (value of property) (_____)

c. Transfer Tax Value: \$ 0.00

d. Real Property Transfer Tax Due \$ 0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 89

b. Explain Reason for Exemption: A transfer, assignment of time-conveyance of real property to a corporation or other business organization if the person conveying the property

5. Partial Interest: Percentage being transferred: 100 % none less than 100% of the corporation or organization

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Grantor/Seller

Signature Sheila Hernandez-Castro Capacity: Grantor/Seller

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Antos, Kenneth and Sheila LT
Address: 5148 Spanish Heights Dr
City: Las Vegas
State: NV Zip: 89148

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Spanish Heights Acq. Co, LLC
Address: 5148 Spanish Heights Dr
City: Las Vegas
State: NV Zip: 89148

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: MARC LAMBERTZ & ASSOCIATES
Address: 800 Spanish Heights Dr
City: LAS VEGAS

Escrow # _____
State: NV Zip: 89148

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



EXHIBIT “NN”

1

DISTRICT COURT

2

CLARK COUNTY, NEVADA

3

4 SPANISH HEIGHTS ACQUISITION) Case No.: A-20-813439-B
COMPANY, LLC, a Nevada Limited)

5 Liability Company; SJC) Dept. No.: 11
VENTURES HOLDING COMPANY, LLC,)

6 d/b/a SJC VENTURES, LLC, a)
Delaware Limited Liability)

7 Company,)
)

8)
)

9 Plaintiffs,)
)

10 vs.)
)

11)
)

12 CBC PARTNERS I, LLC, a)
foreign Limited Liability)

13 Company; et al.,)
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VIDEORECORDED VIDEOCONFERENCE DEPOSITION

OF

KENNETH ANTOS

Taken on Wednesday, September 23, 2020, at 9:13 a.m.

By a Certified Court Reporter and Legal Videographer

Remotely in Las Vegas, Nevada

24 Reported by: Dawn Bratcher Gustin, CCR 253, RPR, CRR

California CSR 7124

25 Job No. 42175A

2	<p>1 DISTRICT COURT</p> <p>2 CLARK COUNTY, NEVADA</p> <p>3</p> <p>4 SPANISH HEIGHTS ACQUISITION) Case No.: A-20-813439-B</p> <p>5 COMPANY, LLC, a Nevada Limited) Liability Company; SJC) Dept. No.: 11</p> <p>6 VENTURES HOLDING COMPANY, LLC,) d/b/a SJC VENTURES, LLC, a) Delaware Limited Liability) Company,)</p> <p>7 Plaintiffs,)</p> <p>8 vs.)</p> <p>9)</p> <p>10 CBC PARTNERS I, LLC, a) foreign Limited Liability) Company; CBC PARTNERS, LLC,) a foreign Limited Liability) Company; 5148 SPANISH) HEIGHTS, LLC, a Nevada) Limited Liability Company;) KENNETH ANTOS AND SHEILA) NEUMANN-ANTOS, as Trustees) of the Kenneth & Sheila) Antos Living Trust and the) Kenneth M. Antos & Sheila) M. Neumann-Antos Trust;) DACIA, LLC, a foreign) Limited Liability Company;) DOES I through X; and ROE) CORPORATIONS I through X,) inclusive,)</p> <p>19 Defendants.)</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
3	<p>1 APPEARANCES:</p> <p>2 (All parties appearing remotely)</p> <p>3 For the Plaintiffs:</p> <p>4 DANIELLE J. BARRAZA, ESQ.</p> <p>5 MAIER GUTIERREZ & ASSOCIATES</p> <p>6 8816 Spanish Ridge Avenue</p> <p>7 Las Vegas, Nevada 89148</p> <p>8 djb@mgalaw.com</p> <p>9 For the Defendants CBC Partners I, LLC, CBC Partners,</p> <p>10 LLC, 5148 Spanish Heights, LLC, and Dacia, LLC:</p> <p>11 MICHAEL R. MUSHKIN, ESQ.</p> <p>12 MUSHKIN & COPPEDGE</p> <p>13 6070 South Eastern Avenue</p> <p>14 Suite 270</p> <p>15 Las Vegas, Nevada 89119</p> <p>16 michael@mccnvlaw.com</p> <p>17 The Videographer:</p> <p>18 JOHNNY RANDALL</p> <p>19</p> <p>20 Also Present:</p> <p>21 JAY BLOOM</p> <p>22 SHEILA NEUMANN-ANTOS</p> <p>23</p> <p>24</p> <p>25</p>
4	<p>1 I N D E X</p> <p>2 WITNESS PAGE</p> <p>3 KENNETH ANTOS</p> <p>4 Examination by Ms. Barraza 7</p> <p>5</p> <p>6</p> <p>7 E X H I B I T S</p> <p>8 EXHIBIT DESCRIPTION MARKED</p> <p>9 Exhibit 1 4/16/07 Grant, Bargain, Sale Deed 44</p> <p>10 (PLTFS000591-PLTFS000594)</p> <p>11 Exhibit 2 4/16/07 Deed of Trust 46</p> <p>12 (PLTFS000595-PLTFS000612)</p> <p>13 Exhibit 3 12/22/08 Construction Deed of 47</p> <p>14 Trust (PLTFS000613-PLTFS000637)</p> <p>15 Exhibit 4 3/17/09 Substitution of Trustee 49</p> <p>16 and Deed of Full Reconveyance</p> <p>17 (PLTFS000640)</p> <p>18 Exhibit 5 10/14/10 Grant, Bargain, Sale Deed 49</p> <p>19 (PLTFS000642-PLTFS000645)</p> <p>20 Exhibit 6 10/14/10 Deed of Trust (Third 51</p> <p>21 Party) (PLTFS000646-PLTFS000671)</p> <p>22 Exhibit 7 10/27/10 Substitution of Trustee 52</p> <p>23 and Deed of Reconveyance</p> <p>24 (PLTFS000672-PLTFS000673)</p> <p>25 Exhibit 8 11/30/10 Deed of Trust and 53</p> <p>Assignment of Rents</p> <p>(PLTFS000677-PLTFS000684)</p> <p>Exhibit 9 4/4/11 Revolving Credit Deed of 54</p> <p>Trust Security Agreement and</p> <p>Assignment of Rents</p> <p>(PLTFS000685-PLTFS000701)</p>
5	<p>1 I N D E X</p> <p>2 E X H I B I T S</p> <p>3 (Continued)</p> <p>4 EXHIBIT DESCRIPTION MARKED</p> <p>5 Exhibit 10 12/29/14 Deed of Trust and 55</p> <p>6 Assignment of Rents</p> <p>7 (PLTFS000702-PLTFS000724)</p> <p>8 Exhibit 17 10/2016 First Amendment to 57</p> <p>9 Intercreditor Agreement</p> <p>10 (PLTFS000794-PLTFS000952)</p> <p>11 Exhibit 18 12/22/08 Construction Deed of 20</p> <p>12 Trust</p> <p>13 (5148SH 000003-5148SH 000154)</p> <p>14 Exhibit 19 4/1/20 letter from Mushkin to Mr. 31</p> <p>15 Bloom and Mr. and Mrs. Antos with</p> <p>16 attachment</p> <p>17 (K001-K003 and L 001)</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: center;">P R O C E E D I N G S</p> <p>THE VIDEOGRAPHER: Good morning. Today is Wednesday, September 23rd, 2020. The time is approximately 9:13 a.m.</p> <p>This is the remote deposition of Kenneth Antos in the case of Spanish Heights Acquisition Company, LLC, et al, vs. CBC Partners I, LLC, et al.</p> <p>I'm Johnny Randall with Oasis Reporting Services. I will be monitoring the proceedings and recording both video and audio today.</p> <p>At this time I will ask counsel to identify themselves, state whom they represent, and agree on the record that there is no objection to the court reporter administering a binding oath to the witness through remote videoconferencing. If no objection is stated, we will proceed forward with all counsel. We'll begin the appearances with the noticing attorney.</p> <p>MS. BARRAZA: Good morning. Danielle Barraza on behalf of the plaintiffs, and we have no objection.</p> <p>MR. MUSHKIN: Good morning. Michael Mushkin on behalf of defendants, and we have no objection.</p> <p>(Witness sworn.)</p> <p style="text-align: center;">KENNETH M. ANTOS,</p> <p>having been first duly sworn, was examined and testified as follows:</p>	<p style="text-align: right;">6</p> <p>1 Do you understand that?</p> <p>2 A. Yes.</p> <p>3 Q. I'm going to ask that you wait for me to finish</p> <p>4 my question before going into your answer, and I'm also</p> <p>5 going to try to wait for you to completely finish</p> <p>6 whatever answer you're giving before going on to my next</p> <p>7 question. Okay?</p> <p>8 A. Yes.</p> <p>9 Q. So from time to time, your counsel is going to</p> <p>10 be lodging objections to the questions. So we'd ask</p> <p>11 that unless you're specifically instructed not to answer</p> <p>12 the question, still do answer the question after the</p> <p>13 objection has been put on the record. Okay?</p> <p>14 A. Okay.</p> <p>15 Q. Is there any reason why you won't be able to</p> <p>16 give me full, complete, and truthful answers to the</p> <p>17 questions today?</p> <p>18 A. No.</p> <p>19 Q. All right. What is your current home address?</p> <p>20 A. 11512 Belmont Lake Drive, Las Vegas, Nevada</p> <p>21 89135.</p> <p>22 Q. Can you give just a brief general overview of</p> <p>23 your educational background.</p> <p>24 A. I have a -- starting from a master's degree in</p> <p>25 business administration and an undergraduate degree in</p>
<p style="text-align: right;">7</p> <p>1 EXAMINATION</p> <p>2 BY MS. BARRAZA:</p> <p>3 Q. Good morning, Mr. Antos. Can you hear me okay?</p> <p>4 A. Yes, I can.</p> <p>5 Q. All right. Can you please state and spell your</p> <p>6 name for the record.</p> <p>7 A. It's Kenneth, K-e-n-n-e-t-h, Antos, A-n-t-o-s.</p> <p>8 Q. And have you had your deposition taken before?</p> <p>9 A. Yes.</p> <p>10 Q. How many times, approximately?</p> <p>11 A. I have no idea. Fifteen or 20.</p> <p>12 Q. Okay. What was the last time you had your</p> <p>13 deposition taken?</p> <p>14 A. Maybe a year ago.</p> <p>15 Q. Okay. So I'm going to just go over -- it</p> <p>16 sounds like you're probably familiar with all the ground</p> <p>17 rules, but just to make sure we're all on the same page,</p> <p>18 I'm going to go over some of those right now.</p> <p>19 The oath that you just took is the same oath</p> <p>20 that you would take in a court of law. Do you</p> <p>21 understand that?</p> <p>22 A. Yes.</p> <p>23 Q. Which subjects you to the same penalties of</p> <p>24 perjury just as if you were to be subjected to in a</p> <p>25 court of law.</p>	<p style="text-align: right;">9</p> <p>1 accounting and finance.</p> <p>2 Q. Okay. And where did you get those degrees</p> <p>3 from?</p> <p>4 A. Syracuse University for the undergraduate and</p> <p>5 State University of New York at Binghamton for the</p> <p>6 master's.</p> <p>7 Q. Okay. And if you could give just a very</p> <p>8 general, brief --</p> <p>9 (Interruption by cell phone.)</p> <p>10 BY MS. BARRAZA:</p> <p>11 Q. Apologies for that.</p> <p>12 -- very general, brief overview of your work</p> <p>13 history, just very brief.</p> <p>14 A. I started as a -- being an accountant for the</p> <p>15 Wards Company, which being Circuit City, and I became</p> <p>16 the president of Circuit City, everything west of the</p> <p>17 Mississippi, about 3 billion-dollar entity. And</p> <p>18 subsequent to that, I went into my own businesses.</p> <p>19 Q. Okay. As far as what kind of businesses have</p> <p>20 you been getting into? Like, the restaurant business?</p> <p>21 What kind of businesses?</p> <p>22 A. In terms of the restaurant business, I was -- I</p> <p>23 deal with Walmart. I had a master agreement, master</p> <p>24 lease agreement, with Walmart, and I introduced Subway</p> <p>25 to Walmart. But anyplace there's a Subway, it's a</p>

<p style="text-align: right;">10</p> <p>1 result of that contract, inside Walmart in approximately 2 1,800 locations. And subsequent to that, I went into 3 the restaurant business and opened up a series of 4 restaurants. 5 Q. Here in Las Vegas? 6 A. All over. They were -- they were in different 7 states. 8 Q. Okay. Have you ever been convicted of any 9 felonies? 10 A. No. 11 Q. Okay. And have you ever been charged with any 12 crimes related to dishonesty? 13 A. No. 14 Q. And what did you do -- actually, when did you 15 first learn that you were going to be deposed in this 16 matter? 17 A. Within the past month. 18 Q. All right. And what have you -- have you 19 reviewed any documents in preparation for providing 20 deposition testimony today? 21 A. Very -- 22 Q. All right. What documents do you recall 23 reviewing? 24 A. The -- I just don't remember without looking -- 25 (Court reporter interrupts.)</p>	<p style="text-align: right;">12</p> <p>1 Q. Yes. 2 A. I spoke to one person. 3 Q. Okay. Who did you speak to? 4 A. Alan Hallberg. 5 Q. And who is he? 6 A. Alan Hallberg owns the third -- as far as I 7 know owns the third position on my -- on the residence 8 that's in question. 9 Q. Okay. When did you speak with Alan? 10 A. Probably a couple months ago. 11 Q. Okay. And what were you guys talking about? 12 A. Some information I needed regarding the 13 occupancy of the -- of the property by the -- 14 (Court reporter interrupts.) 15 THE WITNESS: -- the occupancy of the property 16 by Mr. Bloom. 17 BY MS. BARRAZA: 18 Q. And you're saying this is information you 19 needed? 20 A. Yes. 21 Q. And why did you need this information? 22 A. I wanted to know what was happening. I had 23 very little information. 24 Q. And you were trying to figure out who was 25 occupying the residence; is that correct?</p>
<p style="text-align: right;">11</p> <p>1 THE WITNESS: -- back through the main file. 2 BY MS. BARRAZA: 3 Q. Okay. How many -- approximately, how many 4 pages worth of documents would you say you reviewed in 5 preparation for your deposition today? 6 A. Probably 30. 7 Q. Okay. All right. And you have -- as you sit 8 here today, you have no recollection of anything you 9 actually reviewed; is that correct? 10 A. Well, I don't know the titles. You asked me 11 the titles. I don't know. 12 Q. Okay. So what's the substance of what you 13 reviewed? 14 A. Some of the stuff was -- had to do with 15 Mr. Bloom's engagement as a -- as the manager of the 16 entity that was -- is leasing from -- the house that 17 was -- is in question. Some are the responsibilities of 18 Mr. Bloom as it pertains to that property. 19 Q. Anything else? 20 A. That's all I can remember. 21 Q. And besides your attorney and your wife, have 22 you spoken with anybody else regarding this litigation? 23 A. Over what period of time? 24 Q. Over the past -- throughout this year. 25 A. Throughout this year?</p>	<p style="text-align: right;">13</p> <p>1 A. I know who was occupying the residence. 2 Q. Okay. 3 A. I wanted to know what the -- what the 4 conditions of that occupancy were. 5 Q. You're saying you want to know also the 6 condition of the property; is that what you're saying? 7 A. No. I needed to know the technicalities of 8 what are the rights of the occupant -- 9 Q. Okay. 10 A. -- if determined -- 11 Q. Okay. And why did you want to know that? Why 12 were you investigating that? 13 A. Well, because we're here at this deposition, 14 and so I wanted to understand it a little better. 15 Q. Did you speak to Alan prior to going -- making 16 your appearance at court and providing testimony in 17 court in this matter in April of this year? 18 A. I haven't seen Alan in a couple years. 19 Q. I'm saying did you speak to him before that? 20 A. I speak to him regularly. Probably every six 21 months or so. 22 Q. Okay. When was the last time you spoke to him? 23 A. Well, as I said, a couple months ago. 24 Q. Okay. And was it before or after you provided 25 testimony to this court for this matter?</p>

<p style="text-align: right;">14</p> <p>1 A. I really don't recall.</p> <p>2 Q. Okay. So we'll come back to that, but moving</p> <p>3 on a little bit, as we kind of touched on, this</p> <p>4 litigation involves the property located at 5148 Spanish</p> <p>5 Heights Drive, Las Vegas, Nevada 89148. Are you</p> <p>6 comfortable with me just generally referring to that as</p> <p>7 "the property" throughout this deposition?</p> <p>8 A. Yes.</p> <p>9 Q. And you formerly owned that property; correct?</p> <p>10 A. Yes.</p> <p>11 Q. And you formerly resided there; correct?</p> <p>12 A. Yes.</p> <p>13 Q. All right. And just to clarify, I am the</p> <p>14 counsel for the plaintiffs, which is Spanish Heights</p> <p>15 Acquisition Company, LLC, commonly known as "SHAC," and</p> <p>16 also SJC Ventures -- Ventures Holding Company, LLC, and</p> <p>17 also Jay Bloom. And I'll represent to you that Spanish</p> <p>18 Heights Acquisition Company, or SHAC, is the current</p> <p>19 owner of record of that property.</p> <p>20 Do you understand that?</p> <p>21 A. I'm not aware of exactly who that is.</p> <p>22 Q. Okay. You're unaware of who owns the property</p> <p>23 according to the property records?</p> <p>24 A. No.</p> <p>25 Q. Okay. All right. So you're being deposed</p>	<p style="text-align: right;">16</p> <p>1 THE WITNESS: I -- I don't know all the detail.</p> <p>2 I'm very sketchy on it.</p> <p>3 BY MS. BARRAZA:</p> <p>4 Q. Okay. Have you personally reviewed the</p> <p>5 counterclaim that the trust has asserted against SJC</p> <p>6 Ventures?</p> <p>7 A. Some parts, probably.</p> <p>8 Q. Okay. Do you have a personal recollection of</p> <p>9 that?</p> <p>10 A. I have a recollection of the reasons for</p> <p>11 default against the agreement by Mr. Bloom.</p> <p>12 Q. You're saying "the reasons for default"?</p> <p>13 A. Yes.</p> <p>14 Q. So what's your understanding of the reasons for</p> <p>15 default?</p> <p>16 A. There are certain aspects that Mr. Bloom wants</p> <p>17 to accomplish based on the agreement that he had, which</p> <p>18 have not been, to my knowledge, achieved.</p> <p>19 Q. When you say "agreement," are you referring to</p> <p>20 the forbearance agreement?</p> <p>21 A. I'm -- don't know if it's in the forbearance</p> <p>22 agreement or any -- as one of the other agreements.</p> <p>23 Q. Okay. All right. So I'll represent to you</p> <p>24 that one of the causes of action that the trust is</p> <p>25 asserting against SJC is a breach of contract claim.</p>
<p style="text-align: right;">15</p> <p>1 because the -- you and Sheila Antos have been named as</p> <p>2 defendants in your capacities as trustees of the Kenneth</p> <p>3 and Sheila Antos Living Trust and the Kenneth M. Antos</p> <p>4 and Sheila M. Neumann-Antos Trust.</p> <p>5 Do you understand that?</p> <p>6 A. Yes.</p> <p>7 Q. All right. And so you -- that's in your</p> <p>8 capacity as you've been named as defendants.</p> <p>9 Additionally, the trust has asserted counterclaims</p> <p>10 against SJC.</p> <p>11 Are you aware that?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So tell me about those counterclaims.</p> <p>14 Why is the trust suing SJC Ventures?</p> <p>15 A. As far as I know, it's to get Mr. Bloom to</p> <p>16 vacate the property.</p> <p>17 Q. Okay. So the Trust is suing SJC to try to get</p> <p>18 Mr. Bloom to vacate the property?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. Do you know what -- what the basis of</p> <p>21 the lawsuit -- of the counterclaims are? What are the</p> <p>22 causes of action?</p> <p>23 MR. MUSHKIN: Objection. Calls for a legal</p> <p>24 conclusion.</p> <p>25 Please answer, if you can.</p>	<p style="text-align: right;">17</p> <p>1 Are you familiar with that?</p> <p>2 A. To a degree.</p> <p>3 Q. Okay. What's your understanding of that breach</p> <p>4 of contract claim?</p> <p>5 A. That Mr. Bloom is in breach of contract for a</p> <p>6 variety of nonachieving of commitments that he made in</p> <p>7 writing, and so he has not fulfilled the obligations he</p> <p>8 had under those terms.</p> <p>9 Q. And when you're saying he's "in breach of the</p> <p>10 contract," breach of what contract?</p> <p>11 MR. MUSHKIN: Objection. Asked and answered.</p> <p>12 BY MS. BARRAZA:</p> <p>13 Q. So breach of what contract?</p> <p>14 A. I don't believe I said "breach." I said</p> <p>15 default.</p> <p>16 Q. Okay. Understanding that. So default of what</p> <p>17 contract?</p> <p>18 A. Contract to -- regarding the forbearance and</p> <p>19 the acquisition of the property.</p> <p>20 Q. Okay. And -- all right. If I told you that</p> <p>21 the counterclaim for breach of contract is based on an</p> <p>22 alleged breach of the SHAC operating agreement, would</p> <p>23 that surprise you?</p> <p>24 A. I don't know what that means.</p> <p>25 Q. Do -- are you aware of what the SHAC operating</p>

<p>18</p> <p>1 agreement is?</p> <p>2 A. I've seen very little documents from SHAC, if</p> <p>3 any.</p> <p>4 Q. Okay. Do you recall signing off on an</p> <p>5 operating agreement, a SHAC operating agreement?</p> <p>6 A. I don't recall.</p> <p>7 Q. Okay. And do you personally have any</p> <p>8 recollection of looking at the SHAC operating agreement</p> <p>9 recently?</p> <p>10 A. No.</p> <p>11 Q. All right. Now, is the trust claiming to have</p> <p>12 any interest in SHAC at this time?</p> <p>13 A. I'm not really familiar with how it went</p> <p>14 together.</p> <p>15 Q. Okay. To your knowledge, is the trust claiming</p> <p>16 to have any interest in SHAC?</p> <p>17 A. I really don't know.</p> <p>18 Q. Okay. Are you personally claiming to have any</p> <p>19 interest in SHAC, the company?</p> <p>20 A. I have no idea whether I have interest or don't</p> <p>21 have interest. Those --</p> <p>22 Q. Okay. Do you recall ever signing any document</p> <p>23 that says the trust was transferring its interest in</p> <p>24 SHAC to another entity?</p> <p>25 A. I don't recall.</p>	<p>20</p> <p>1 lieu of -- of -- for signing anything. I have never.</p> <p>2 BY MS. BARRAZA:</p> <p>3 Q. Okay. Now, let's turn to -- if we can go to</p> <p>4 Exhibit 18. And tell me whenever you're there.</p> <p>5 (Exhibit 18 was marked for the</p> <p>6 record.)</p> <p>7 THE WITNESS: I'm here.</p> <p>8 BY MS. BARRAZA:</p> <p>9 Q. Okay. Is the first page that you're looking</p> <p>10 at, does it say "Forbearance Agreement" at the top?</p> <p>11 A. Yes, it does.</p> <p>12 Q. And at the bottom, do you see at the bottom</p> <p>13 there's page numbers?</p> <p>14 A. Yes.</p> <p>15 Q. Does it say 5148SH 0001?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. All right. So that's -- I'll represent</p> <p>18 to you that this is a compilation of documents</p> <p>19 consisting of what's been disclosed as the Forbearance</p> <p>20 Agreement and other related agreements and documents.</p> <p>21 I want to turn your attention to -- as you can</p> <p>22 see the page numbers on the bottom right-hand corner; so</p> <p>23 I want you to go to page 34, if you can do that.</p> <p>24 A. Okay. Okay.</p> <p>25 Q. All right. And so this document, do you</p>
<p>19</p> <p>1 Q. Okay. You don't recall doing that?</p> <p>2 Do you recall ever claiming to have held any</p> <p>3 interest in SHAC at any time?</p> <p>4 A. No.</p> <p>5 Q. Okay. You don't recall the trust ever having,</p> <p>6 like, a 49 percent interest in SHAC?</p> <p>7 A. I remember seeing that somewhere.</p> <p>8 Q. Okay. So you do have a recollection of the</p> <p>9 trust claiming to have an interest in SHAC at some</p> <p>10 point?</p> <p>11 A. I read somewhere that there was an interest,</p> <p>12 but I -- I don't know what the details are.</p> <p>13 Q. Okay. And as you sit here today, you have no</p> <p>14 idea who SHAC attempted to tran- -- I mean -- I'm</p> <p>15 sorry -- who the trust attempted to transfer its</p> <p>16 interest in SHAC to; correct?</p> <p>17 A. I'm not aware of it.</p> <p>18 Q. Okay. And as you sit here today, you're not</p> <p>19 aware of the trust receiving any kind of monetary</p> <p>20 consideration in return for transferring any kind of</p> <p>21 interest in SHAC; correct?</p> <p>22 MR. MUSHKIN: Objection. Calls for a legal</p> <p>23 conclusion.</p> <p>24 You may answer the question, if you can.</p> <p>25 THE WITNESS: I've never received anything in</p>	<p>21</p> <p>1 recognize what this document is with page 34 at the</p> <p>2 bottom?</p> <p>3 A. I see what it is.</p> <p>4 Q. Do you recognize it as the Limited Liability</p> <p>5 Company Agreement of Spanish Heights Acquisition</p> <p>6 Company, LLC?</p> <p>7 A. I haven't read through it; so I -- I see the</p> <p>8 title.</p> <p>9 Q. Okay. And then do you see the first paragraph?</p> <p>10 It references that it's a limited liability agreement of</p> <p>11 Spanish Heights Acquisition Company, and it does</p> <p>12 reference the "Antos, Kenneth and Sheila Living Trust,</p> <p>13 Kenneth M. Antos, Sheila M. Neumann-Antos Trust as</p> <p>14 trustees hereinafter referred to as the 'Seller' or the</p> <p>15 'Seller Member.'"</p> <p>16 Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And I want you to turn to -- well, let</p> <p>19 me just ask you this: Do you recognize this document as</p> <p>20 the SHAC operating agreement?</p> <p>21 A. No, I -- I mean, it's been a while since I've</p> <p>22 looked at any of this stuff. So I --</p> <p>23 MR. MUSHKIN: Counsel, just for the record,</p> <p>24 this is not an executed copy.</p> <p>25 MS. BARRAZA: So I'm seeing a signature on page</p>

<p>22</p> <p>1 78. 2 MR. MUSHKIN: I'm on page 62. It has no 3 signature. That's the page there. We'll go to 78. 4 This looks like an executed copy of B-10. 5 Let's see what the other one was. 6 Would you mind taking a look at 62 and 78. 7 MS. BARRAZA: I'm seeing that, but I'm seeing a 8 signature on 78. 9 MR. MUSHKIN: Oh, no. I don't dispute that, 10 but I -- I'm -- it appears that 62 is the execution page 11 for the operating agreement. I fully acknowledge that 12 the documents are what they are. I just wanted to point 13 out that it's a different header than -- I believe that 14 what you're pointing to is the execution of something -- 15 MS. BARRAZA: Of Exhibit A. Of Exhibit A to 16 the operating agreement. 17 MR. MUSHKIN: Right. It's something titled 18 on -- 19 MS. BARRAZA: 63. 20 MR. MUSHKIN: Sorry. 69, "Exhibit B" -- 21 MS. BARRAZA: B. 22 MR. MUSHKIN: -- "to Forbearance Agreement" 23 starting at B-1, and it looks like the execution page is 24 B-10 for that agreement -- 25 MS. BARRAZA: Uh-huh.</p>	<p>24</p> <p>1 A. "In the event of a failure to reasonably 2 resolve any issues among any of the parties or 3 their owners, assigns, or successors, the 4 dispute of those parties will be referred to 5 binding arbitration for resolution thereof, and 6 such party waives any right to litigation in 7 favor of such resolution through binding 8 arbitration." 9 Q. Now, what does that sentence mean to you? 10 A. It means if there's an issue, that we get 11 together and resolve it. 12 Q. An issue with respect to the operating 13 agreement; correct? 14 A. I don't know if it's the operating agreement or 15 the forbearance agreement. I'm not sure. 16 Q. All right. And you're saying if there's an 17 issue, we get together and resolve it. Now, it 18 specifically states get together with respect to binding 19 arbitration. 20 Do you understand that? 21 A. Yes. 22 Q. Now, do you understand binding arbitration is 23 different from going to court and doing litigation with 24 the court system? 25 A. Yes.</p>
<p>23</p> <p>1 MR. MUSHKIN: -- but that the operating 2 agreement itself, the reference, at least the copy here, 3 is not executed. 4 MS. BARRAZA: Okay. Understanding that. 5 BY MS. BARRAZA: 6 Q. So getting back to the question, regardless of 7 this not being an executed version of the operating 8 agreement, do you recognize this as the SHAC operating 9 agreement? Do you have any -- do you recognize that? 10 A. I recall signing this. You had asked me what 11 it is. I have no idea at this point. It's been a 12 while. 13 Q. All right. And you mentioned that you don't 14 recall looking at this in a while; is that correct? 15 A. That's correct. 16 Q. Okay. All right. Well, I'll turn -- and you 17 did recall signing this. So I'm going to turn your 18 attention to page 6- -- actually, page 59, if you can go 19 there. 20 A. Okay. 21 Q. And do you see where it references "Dispute 22 Resolution" on Section 12.05? 23 A. I see the heading, yes. 24 Q. All right. Now, can you read for me into the 25 record that first sentence under "Dispute Resolution."</p>	<p>25</p> <p>1 Q. Okay. And so do you understand that by the 2 trust asserting a counterclaim against SJC for an 3 alleged breach of the operating agreement, that's going 4 against this dispute resolution clause which says it 5 needs to go through arbitration? 6 MR. MUSHKIN: Objection. Calls for a legal 7 conclusion and assumes facts not in evidence. 8 You can answer the question, if you can. 9 THE WITNESS: I can't -- I can't answer. 10 BY MS. BARRAZA: 11 Q. So do you have any understanding as to how this 12 dispute resolution clause comes into play with respect 13 to your counterclaims? 14 A. I believe, but I'm not sure. 15 Q. What do you believe? 16 A. That based on other ancillary activities not 17 accomplished, that it bypasses this. 18 Q. Sorry. I didn't catch the last part of what 19 you said. 20 A. I don't believe this applies since Mr. Bloom 21 did not achieve commitments he made under the 22 forbearance agreements. 23 Q. So you're saying because of alleged breaches of 24 the forbearance agreement, the -- certain sections of 25 the op- -- the SHAC operating agreement should not</p>

<p>26</p> <p>1 apply; is that correct?</p> <p>2 MR. MUSHKIN: Again, objection. Calls for a</p> <p>3 legal conclusion. And the witness has answered your</p> <p>4 question, Counsel.</p> <p>5 BY MS. BARRAZA:</p> <p>6 Q. You can answer.</p> <p>7 A. I'm saying that, first off, it was -- he has</p> <p>8 defaulted on the forbearance agreements, and as far as</p> <p>9 I'm understanding -- I don't understand a lot about</p> <p>10 this -- the -- the -- that supersedes what -- what's</p> <p>11 called for here.</p> <p>12 Q. All right. Can you turn to page 60 of the --</p> <p>13 that Exhibit 18.</p> <p>14 A. Hold on.</p> <p>15 Q. And I'm going to represent for the record that</p> <p>16 we do have an executed copy of this operating agreement</p> <p>17 that we will be emailing to try to add as another</p> <p>18 exhibit so that it can be properly authenticated on the</p> <p>19 record.</p> <p>20 MR. MUSHKIN: I'm not worried about it,</p> <p>21 Danielle. I've seen it as well, I just wanted you to</p> <p>22 know that one wasn't executed.</p> <p>23 MS. BARRAZA: Okay.</p> <p>24 BY MS. BARRAZA:</p> <p>25 Q. And are you on page 60?</p>	<p>28</p> <p>1 Q. Okay. So that says:</p> <p>2 "Should any party initiate a civil proceeding</p> <p>3 against any other, notwithstanding the binding</p> <p>4 arbitration provision above, such party</p> <p>5 initiating civil litigation shall recognize</p> <p>6 that it has caused material damage and harm to</p> <p>7 the other by way of their breach of this</p> <p>8 agreement, and hereby agrees to an award, to</p> <p>9 each named defendant party, liquidated damages</p> <p>10 in the amount of any cost of defense incurred</p> <p>11 by the aggrieved party plus \$10,000."</p> <p>12 Do you see that?</p> <p>13 A. I see it.</p> <p>14 Q. So what does that mean to you?</p> <p>15 MR. MUSHKIN: Objection. Calls for a legal</p> <p>16 conclusion.</p> <p>17 You can answer.</p> <p>18 THE WITNESS: It says we -- somebody has to pay</p> <p>19 \$10,000 for initiating a civil action.</p> <p>20 BY MS. BARRAZA:</p> <p>21 Q. Okay. And do you understand that the trust has</p> <p>22 initiated civil action against SJC with respect to this</p> <p>23 operating agreement with -- regarding its counterclaim?</p> <p>24 A. I believe so.</p> <p>25 Q. Okay. And so do you have any reason to dispute</p>
<p>27</p> <p>1 A. Yes, I am.</p> <p>2 Q. Okay. So that's the continuation of the</p> <p>3 dispute resolution clause. If you can read the -- do</p> <p>4 you see at the -- the last sentence where it says:</p> <p>5 "Should any party initiate a civil</p> <p>6 proceeding..."</p> <p>7 A. The last sentence of which section?</p> <p>8 Q. Of the first paragraph, page 60.</p> <p>9 MR. MUSHKIN: Counsel, do I have to remind you</p> <p>10 that you are the ones that filed?</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q. Can you answer my question? Do you see that</p> <p>13 part, "Should any party..."?</p> <p>14 A. I'm trying to find it.</p> <p>15 MR. MUSHKIN: Last sentence.</p> <p>16 THE WITNESS: Hold on. Okay.</p> <p>17 Yeah, I do see it. Let me just make a comment</p> <p>18 to you about my vision is not the best. I have impacted</p> <p>19 vision. So it takes me a while to get through the</p> <p>20 sentence.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. Okay. Do you want me -- can I just go ahead</p> <p>23 and read that sentence into the record so we're all on</p> <p>24 the same page as to what we're reading?</p> <p>25 A. Go ahead.</p>	<p>29</p> <p>1 that the trust should be held accountable to this</p> <p>2 dispute resolution clause in the operating agreement?</p> <p>3 MR. MUSHKIN: Objection. Calls for a legal</p> <p>4 conclusion. He can only testify to facts that he knows,</p> <p>5 Counsel.</p> <p>6 BY MS. BARRAZA:</p> <p>7 Q. So go ahead. You can answer the question.</p> <p>8 A. I'm not sure.</p> <p>9 Q. Okay. Now, going back -- let me just ask you</p> <p>10 this: Why didn't the trust -- if the trust felt it had</p> <p>11 a breach of the contract claim against SJC, why didn't</p> <p>12 it bring that claim in arbitration?</p> <p>13 MR. MUSHKIN: Objection. Calls for a legal</p> <p>14 conclusion.</p> <p>15 BY MS. BARRAZA:</p> <p>16 Q. Go ahead.</p> <p>17 A. I was not aware of all -- all of this as -- as,</p> <p>18 you know, it says it here.</p> <p>19 Q. Okay. And you agree you did sign off on this</p> <p>20 agreement; correct?</p> <p>21 A. We did at the time, yes.</p> <p>22 Q. Okay. And when did the trust first realize</p> <p>23 that there was an alleged breach of the operating</p> <p>24 agreement?</p> <p>25 A. How much time do you have?</p>

<p>30</p> <p>1 Q. I'm asking you when.</p> <p>2 A. Ask it again, please.</p> <p>3 Q. When did the trust first realize that there was</p> <p>4 an alleged breach of the SHAC operating agreement?</p> <p>5 A. When we learned that Mr. Bloom was not paying</p> <p>6 committed funds and trying -- and not closing on the</p> <p>7 house.</p> <p>8 Q. So exactly when -- I'm asking you when?</p> <p>9 A. I don't know.</p> <p>10 Q. What year? What month? When did that happen?</p> <p>11 A. I have no idea what -- what day or month or a</p> <p>12 year. It's been going on for --</p> <p>13 Q. Was it this year? Was it last year?</p> <p>14 MR. MUSHKIN: Hang on, Counsel. You're</p> <p>15 interrupting him. He didn't get a chance to finish his</p> <p>16 sentence.</p> <p>17 Go ahead and finish your sentence.</p> <p>18 THE WITNESS: This has been going on for such a</p> <p>19 long time now, I don't recall which -- exactly the date</p> <p>20 it was on.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. Okay. So I'm not asking --</p> <p>23 A. -- years.</p> <p>24 Q. Sorry. What did you say?</p> <p>25 A. Within the past three years.</p>	<p>32</p> <p>1 collection of documents that have been provided to us by</p> <p>2 the defendants. I want to turn your attention to, I</p> <p>3 believe, just the last page, which is -- at the bottom</p> <p>4 it says L 001.</p> <p>5 A. Okay.</p> <p>6 Q. So do you recognize what L 001 is?</p> <p>7 A. Assignment of Company and Membership Interests.</p> <p>8 Q. So what does that mean to you?</p> <p>9 A. In this case, I believe it meant that John</p> <p>10 Otter and CBC Partners were given authority over the</p> <p>11 interest.</p> <p>12 Q. So is that your signature on this L 001</p> <p>13 document where it says "Kenneth M. Antos, Trustee"?</p> <p>14 I didn't hear you. Did you say "yes"?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. So you signed up on this document.</p> <p>17 And this document is not dated. Do you know</p> <p>18 when you signed this document?</p> <p>19 A. No.</p> <p>20 Q. Okay. And did you have any legal counsel at</p> <p>21 the time -- at the time you signed this document?</p> <p>22 A. No.</p> <p>23 Q. Okay. You had no legal counsel?</p> <p>24 How did you -- how did you get this document?</p> <p>25 Who gave it to you?</p>
<p>31</p> <p>1 Q. Within the past three years.</p> <p>2 So it could have been -- according to your</p> <p>3 testimony, the alleged breach, you could have found out</p> <p>4 about it last year, the year before, or the year before</p> <p>5 that?</p> <p>6 A. I have no idea when.</p> <p>7 Q. Okay. You have no idea when.</p> <p>8 And what I'm trying to figure out is why is the</p> <p>9 trust -- this counterclaim was asserted in July of this</p> <p>10 year. Why is the trust just now asserting a breach of</p> <p>11 contract claim against SJC?</p> <p>12 MR. MUSHKIN: Objection. Calls for a legal</p> <p>13 conclusion.</p> <p>14 THE WITNESS: I was not -- I'm not aware of the</p> <p>15 July date.</p> <p>16 BY MS. BARRAZA:</p> <p>17 Q. Okay. And -- let's go to Exhibit 19, if we</p> <p>18 can.</p> <p>19 A. Okay.</p> <p>20 (Exhibit 19 was marked for the</p> <p>21 record.)</p> <p>22 BY MS. BARRAZA:</p> <p>23 Q. You're there?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. I'll represent to you this is a</p>	<p>33</p> <p>1 A. If you look at 19, it says Mr. Mushkin sent it</p> <p>2 out.</p> <p>3 Q. You are saying Mr. Mushkin sent it over via</p> <p>4 email?</p> <p>5 A. No. It says it was sent from Mr. Mushkin. So</p> <p>6 I don't know how I got it. I'm not sure. To me,</p> <p>7 April's a long time.</p> <p>8 Q. So you somehow got this document, L 001, and</p> <p>9 you decided to sign it; correct?</p> <p>10 A. Yes.</p> <p>11 Q. Who did you speak to before deciding to sign</p> <p>12 it?</p> <p>13 A. I didn't speak to anyone other than trying to</p> <p>14 get this thing expedited through so that Mr. Otter would</p> <p>15 have what he needs to do whatever he's doing here.</p> <p>16 Q. Okay. And you didn't consult any attorneys or</p> <p>17 anything like that before signing off on this; correct?</p> <p>18 A. Correct.</p> <p>19 Q. Okay. And is it your understanding that by</p> <p>20 signing this document, what this is doing is</p> <p>21 transferring any interest that the trust has in SHAC to</p> <p>22 CBC Partners, LLC?</p> <p>23 MR. MUSHKIN: Objection. Calls for a legal</p> <p>24 conclusion. The document speaks for itself.</p> <p>25 But you can answer.</p>

<p>34</p> <p>1 THE WITNESS: I'm not sure. They already had a 2 third position on the house, though, that -- exceeded -- 3 BY MS. BARRAZA: 4 Q. Okay. Is it your testimony that -- is it 5 your -- 6 MR. MUSHKIN: You interrupted him again, 7 Counsel. Let him finish his sentence. 8 BY MS. BARRAZA: 9 Q. Go ahead. Finish your sentence, please. Go 10 ahead. 11 A. I said that they already had a third position 12 on the house which, when added to the first and second, 13 exceeded the value of the house. So there was -- to me, 14 there was no negative side here. 15 Q. Okay. What did you understand the effect to be 16 of signing this? 17 MR. MUSHKIN: Objection. Calls for a legal 18 conclusion. 19 THE WITNESS: Are you waiting for me? 20 MR. MUSHKIN: Yeah. Answer. 21 BY MS. BARRAZA: 22 Q. I'm waiting for you to answer my question. 23 A. Okay. He gave John the authority to do what he 24 needed to do to expedite the transaction. 25 (Court reporter interrupts.)</p>	<p>36</p> <p>1 Q. Okay. What was that loan -- what amount was 2 that loan for? 3 A. A variety of amounts starting at a lower 4 amount -- excuse me -- and then increasing as funds were 5 required, and they added more to it. 6 Q. Okay. And are you aware that -- well, as you 7 sit here today, since you do not know what the doctrine 8 of merger is, is it correct that you have no knowledge 9 as to whether or not you would want it to apply in this 10 case; is that correct? 11 MR. MUSHKIN: Objection to the form of the 12 question. Vague and ambiguous and calls for a legal 13 conclusion. 14 THE WITNESS: I don't even know what you said. 15 BY MS. BARRAZA: 16 Q. Okay. So what I'm asking you is because you 17 don't know what the doctrine of merger is, you can't 18 offer me any testimony as to whether or not you want it 19 to apply in this case; is that correct? 20 MR. MUSHKIN: Same objection. 21 THE WITNESS: If it is what you just 22 iterated -- 23 MR. MUSHKIN: Do you understand her question? 24 THE WITNESS: Yeah, I think so. She's asking 25 me -- well, let me just answer this.</p>
<p>35</p> <p>1 THE WITNESS: Yes. 2 THE COURT REPORTER: Thank you. 3 BY MS. BARRAZA: 4 Q. Now, did anybody speak to you about the 5 doctrine of merger before you had signed off on this 6 document? 7 A. I don't even know what a doctrine of merger is. 8 Q. Okay. So nobody had spoken to you about what 9 it was and what it would mean; correct? 10 A. That's correct. 11 Q. Okay. Now, it's a -- would you agree with me 12 that you did not affirmatively waive any kind of 13 doctrine of merger by signing this; correct? 14 MR. MUSHKIN: Objection. Calls for a legal 15 conclusion. 16 THE WITNESS: Once again, I have no idea what a 17 doctrine of merger is; so I don't know how I could 18 answer that question. 19 BY MS. BARRAZA: 20 Q. Okay. All right. And so the -- let me just 21 ask you this: At some point did CBC issue a note to you 22 or to any of your companies? 23 A. A note? 24 Q. A loan. 25 A. Yes.</p>	<p>37</p> <p>1 I can't answer that because I don't know what 2 the doctrine is. 3 BY MS. BARRAZA: 4 Q. Okay. All right. And -- well, let me ask you 5 this: So you signed off on this document purportedly 6 assigning the trust interest in SHAC to CBC. 7 You would agree with me; correct? 8 A. That's what it says I did, yes. 9 Q. Okay. So then what I'm trying to figure out is 10 why is the trust now trying to assert a breach of 11 contract claim against SJC based on the operating 12 agreement? 13 MR. MUSHKIN: Objection. Calls for a legal 14 conclusion. 15 BY MS. BARRAZA: 16 Q. So you can answer. 17 MR. MUSHKIN: It's been asked and answered as 18 well, Counsel. 19 But certainly answer it again, if you can. 20 THE WITNESS: Please repeat the question again. 21 BY MS. BARRAZA: 22 Q. Yeah. 23 So what I'm trying to figure out is why is the 24 trust asserting a breach of contract claim against SJC 25 based on the breach -- a purported breach of the SHAC</p>

<p>38</p> <p>1 operating agreement if the trust is no longer claiming 2 to hold any interest in SHAC? 3 MR. MUSHKIN: Same objection. Calls for a 4 legal conclusion. 5 THE WITNESS: Just trying to help John and CBC 6 and -- to the best of my ability. So that's -- that's 7 why. That's why. 8 BY MS. BARRAZA: 9 Q. Okay. Now, the -- what damages is the trust 10 claiming for breach of contract? 11 MR. MUSHKIN: To the extent it calls for a 12 legal conclusion, we object. 13 You may certainly answer. 14 THE WITNESS: There is a whole list of things 15 that Bloom was supposed to do that have not been done. 16 BY MS. BARRAZA: 17 Q. So what -- how is the trust damaged and what 18 damages is the trust claiming specifically? 19 MR. MUSHKIN: Same objection. 20 THE WITNESS: I'm sitting on a piece of 21 property that I shouldn't have to. He was to close out 22 this deal well over a year ago. 23 BY MS. BARRAZA: 24 Q. So how has the trust been damaged? 25 A. For liability on the house.</p>	<p>40</p> <p>1 A. I don't know. 2 Q. Okay. Well, you can go through it and tell me 3 if you see any mention of doctrine of merger on there. 4 A. Once again, I may have missed it because I 5 have, as I just told you, I have impacted vision. So 6 I -- I don't see it offhand. 7 Q. And when you originally signed off on this 8 document, did you understand everything that was written 9 on here? 10 A. Everything? I have no idea whether I did or 11 didn't. 12 Q. Okay. You have no idea whether you understood 13 what you signed; is that correct? 14 A. At that time, yes. 15 Q. Okay. And so would you agree with me that, to 16 your knowledge, you have not agreed to any waiver of the 17 doctrine of merger? 18 MR. MUSHKIN: Objection. Calls for a legal 19 conclusion. 20 You certainly -- 21 THE WITNESS: Once again, I have no idea what 22 the doctrine of merger is. 23 BY MS. BARRAZA: 24 Q. Okay. So what I'm trying to figure out is 25 since you have no idea what it is, would you also agree</p>
<p>39</p> <p>1 Q. Okay. So exactly what kind of monetary damages 2 is the trust seeking for its breach of contract claim? 3 A. We'd have to accumulate them, and we'd answer 4 that question. 5 Q. Okay. So you have no idea how much damages, 6 monetary damages? 7 A. No, not without calculating it. 8 Q. Okay. Now, what's the trust's basis for 9 asserting a breach of contract claim when it's already 10 transferred its interest to CBC? 11 MR. MUSHKIN: Objection. Calls for a legal 12 conclusion. It's been asked and answered. Counsel, you 13 asked the exact same question five minutes ago. 14 BY MS. BARRAZA: 15 Q. Okay. You're not going to answer that 16 question? We'll move on. 17 So going back -- I want to move on to the 18 exhibit that you were on, Exhibit 19. So would you 19 agree with me that this document, L 001 on Exhibit 19 -- 20 tell me when you're there. 21 A. Yeah, okay. 22 Q. Are you there? 23 A. Yes. 24 Q. There is no mention on this document of the 25 doctrine of merger; is that correct?</p>	<p>41</p> <p>1 with me that you've never agreed to waive it off? 2 A. I'm not even sure how those two tie together. 3 (Court reporter interrupts.) 4 THE WITNESS: -- how they tie together. 5 BY MS. BARRAZA: 6 Q. Okay. Well, let me ask you this: Do you have 7 any specific personal recollection of ever waiving off a 8 doctrine of merger? 9 A. No. 10 Q. Thank you. Okay. All right. 11 So I want to go back to -- back to the 12 counterclaim. So do you have any idea what other 13 counterclaim the trust is asserting against SJC? 14 A. Not without reviewing it. 15 Q. Okay. Are you familiar that the trust has 16 asserted a claim against SJC for alter ego? 17 A. Sounds logical. 18 Q. Okay. So what's your basis for that? What's 19 the trust's basis for that claim? 20 A. Just all the kinds of things that Mr. Bloom has 21 perpetrated. 22 Q. Like what? 23 A. Hasn't paid for and hasn't closed, hasn't 24 provided by the time frames available to him for the 25 pending of the forbearance. I want this house done</p>

<p>42</p> <p>1 with.</p> <p>2 Q. Okay. Have you personally reviewed SJC's</p> <p>3 accounting and financial records?</p> <p>4 A. Never saw them.</p> <p>5 Q. Sorry. Did you say "never saw them"?</p> <p>6 A. I have never seen the --</p> <p>7 (Court reporter interrupts.)</p> <p>8 THE WITNESS: -- the records.</p> <p>9 MR. MUSHKIN: Are you talking about SJC, or are</p> <p>10 you talking about SHAC?</p> <p>11 MS. BARRAZA: I'm talking about SJC.</p> <p>12 MR. MUSHKIN: Objection to the form of the</p> <p>13 question. Vague and ambiguous. He has no interest in</p> <p>14 SJC. Why would he see their financial records?</p> <p>15 He already answered the question. I just want</p> <p>16 to register my objection.</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q. Okay. Now, are you familiar --</p> <p>19 MR. MUSHKIN: Of SHAC. I'm sorry.</p> <p>20 BY MS. BARRAZA:</p> <p>21 Q. Are you familiar that your alter -- the trust's</p> <p>22 alter ego counterclaim is with respect to SJC? Are you</p> <p>23 familiar with that?</p> <p>24 A. Not without referring to it.</p> <p>25 Q. Okay. And are you familiar that the -- the</p>	<p>44</p> <p>1 A. Yeah.</p> <p>2 Q. Okay. And do you have any personal knowledge</p> <p>3 of SJC failing to observe corporate formalities?</p> <p>4 A. I don't even know who they are.</p> <p>5 Q. Okay. All right. And so moving on, getting</p> <p>6 back to the property, were you the original owner of the</p> <p>7 property at issue here?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And can you give me just some brief</p> <p>10 background as to how you came about purchasing this</p> <p>11 property.</p> <p>12 A. I bought the lot from the builder, from the</p> <p>13 developer, and I contracted a contracting company to</p> <p>14 build the house.</p> <p>15 Q. Okay. And how much was -- was it to buy the</p> <p>16 lot?</p> <p>17 A. A million-eight.</p> <p>18 Q. Okay. And if we could turn to Exhibit 1.</p> <p>19 (Exhibit 1 was marked for the record.)</p> <p>20 THE WITNESS: Okay.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. Are you there?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. What do you recognize Exhibit 1 to be?</p> <p>25 A. Part of the escrow transaction acquiring the</p>
<p>43</p> <p>1 trust's alter ego claim is claiming that Jay Bloom is</p> <p>2 the alter ego of SJC Ventures?</p> <p>3 MR. MUSHKIN: Asked and answered.</p> <p>4 You can answer it again.</p> <p>5 THE WITNESS: It sure -- sure seems like it's</p> <p>6 an alter ego of --</p> <p>7 (Court reporter interrupts.)</p> <p>8 THE WITNESS: -- Bloom's.</p> <p>9 BY MS. BARRAZA:</p> <p>10 Q. Okay. You're saying it seems like SJC is an</p> <p>11 alter ego of Bloom's; is that what you're saying?</p> <p>12 A. Absolutely.</p> <p>13 Q. Okay. And you've never seen SJC's financial</p> <p>14 records. Do you have any personal knowledge of SJC</p> <p>15 being undercapitalized?</p> <p>16 A. I have no idea.</p> <p>17 Q. Do you have any personal knowledge of SJC being</p> <p>18 insolvent?</p> <p>19 A. I have no idea.</p> <p>20 Q. Do you have any personal knowledge of Jay Bloom</p> <p>21 commingling any of SJC's funds with his own personal</p> <p>22 funds?</p> <p>23 A. No, but it sounds like something he'd probably</p> <p>24 do.</p> <p>25 Q. Okay. That's just your speculation; right?</p>	<p>45</p> <p>1 lot.</p> <p>2 Q. Okay. And would you agree with me that Exhibit</p> <p>3 1 is a Grant, Bargain, Sale Deed where the -- it's</p> <p>4 indicating that the property is being issued to Kenneth</p> <p>5 M. Antos and Sheila M. Neumann-Antos, husband and wife,</p> <p>6 as joint tenants?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And this was dated -- it was recorded</p> <p>9 April 16th, 20-- 2007.</p> <p>10 Does that sound about right to you?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And so is it -- would you agree that</p> <p>13 this Grant, Bargain, Sale Deed is evidencing you and</p> <p>14 your wife purchasing the property and owning it as joint</p> <p>15 tenants?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And so originally the property was put</p> <p>18 into your name and your wife's name as individuals and</p> <p>19 as joint tenants and not into any kind of trust; is that</p> <p>20 correct?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. It was later on down the line that the</p> <p>23 property was transferred to a trust; correct?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Now, do you recall whether there was</p>

<p style="text-align: right;">46</p> <p>1 a -- a deed of trust initially associated with this 2 purchase? 3 A. It's been a while. I have no idea. I assume 4 there is. 5 Q. Okay. That's fine. We can turn to Exhibit 2. 6 (Exhibit 2 was marked for the record.) 7 THE WITNESS: Hang on. 8 Okay. 9 BY MS. BARRAZA: 10 Q. Okay. And I'll represent to you this is -- is 11 a -- it's titled "Deed of Trust," and it was recorded 12 April 16, 2007, and it's with respect to Colonial Bank. 13 Do you recall having, you know, business 14 relations with Colonial Bank regarding the property? 15 A. Yes. 16 Q. Okay. Does that refresh any of your 17 recollection about what Colonial Bank was doing? 18 A. Well, I remember Colonial Bank, but I don't 19 know what your question is. 20 Q. Did Colonial Bank provide any kind of loan to 21 you? 22 A. I believe they did. 23 Q. Okay. Do you recall the amount of the loan? 24 A. No. 25 Q. Okay. And you would agree that this Deed of</p>	<p style="text-align: right;">48</p> <p>1 BY MS. BARRAZA: 2 Q. And this, I'll represent, is titled 3 "Construction Deed of Trust," and it's recorded December 4 22nd, 2008, and with Southwest USA Bank. 5 A. Yes. 6 Q. Is that -- 7 A. Okay. 8 Q. Do you have any reason to dispute the 9 legitimacy and the authenticity of that Construction 10 Deed of Trust with Southwest USA Bank? 11 A. No. 12 Q. Okay. Do you have a personal recollection of 13 Southwest USA Bank providing a construction deed of -- a 14 construction loan to you? 15 A. Yes. 16 Q. Okay. Do you recall the amount of the loan? 17 A. I don't have the exact amount. Three 18 million-something. 19 Q. Okay. And were those funds used for purposes 20 of constructing and building the building on the 21 property? 22 A. All of them. 23 MR. MUSHKIN: A little louder. 24 THE WITNESS: All of the funds came out of 25 the -- Southwest to build the house.</p>
<p style="text-align: right;">47</p> <p>1 Trust, Exhibit 2, is evidencing Colonial Bank having a 2 deed of trust with respect to this property; correct? 3 A. I'm not sure what it -- what it represents. 4 Q. Okay. Do you have any reason to dispute that? 5 A. I don't -- 6 MR. MUSHKIN: Objection to the form of the 7 question. Vague and ambiguous. The document speaks for 8 itself. 9 Are you asking him if the Deed of Trust is 10 valid today, or are you asking him was it valid at the 11 time of the signing? 12 BY MS. BARRAZA: 13 Q. I'll ask you was it valid at the time of 14 signing? 15 A. As far as I know, it was. 16 Q. Sorry. I didn't hear you. 17 A. As far as I know, it was. 18 Q. Okay. And it's your testimony you have no 19 reason to dispute the legitimacy and authenticity of 20 this Exhibit 2; correct? 21 A. Correct. 22 Q. Okay. Moving on to Exhibit 3. Tell me 23 whenever you're there. 24 (Exhibit 3 was marked for the record.) 25 THE WITNESS: Okay. I'm there.</p>	<p style="text-align: right;">49</p> <p>1 BY MS. BARRAZA: 2 Q. Okay. Understood. 3 Going on, tell me whenever you're at Exhibit 4. 4 (Exhibit 4 was marked for the record.) 5 THE WITNESS: Okay. 6 BY MS. BARRAZA: 7 Q. Okay. Exhibit 4, I'll represent to you, is 8 titled a "Substitution of Trustee and Deed of Full 9 Reconveyance" recorded March 17th, 2009, and this is -- 10 do you recall this document at all? 11 A. No. 12 Q. Okay. Do you have any reason to dispute the 13 authenticity and legitimacy of this document? 14 A. Upon -- if I had a chance to understand it, I 15 would -- it says Colonial Bank or whatever. I assume 16 it's correct. 17 Q. Okay. Let's go to Exhibit 5. 18 (Exhibit 5 was marked for the record.) 19 THE WITNESS: Okay. 20 BY MS. BARRAZA: 21 Q. Now, Exhibit 5, I'll represent, is titled 22 "Grant, Bargain, Sale Deed"; it's recorded October 14th, 23 2010. And my understanding of this document, tell me if 24 it's also your understanding, this is appearing to 25 transfer the deed of the property from you and your wife</p>

<p>50</p> <p>1 as joint tenants individ- -- and putting it into -- the 2 title into the trust. 3 Is that your understanding? 4 MR. MUSHKIN: To the extent it calls -- 5 THE WITNESS: Yes. 6 MR. MUSHKIN: -- for a legal conclusion, I 7 object, but, obviously, he can answer the question. 8 BY MS. BARRAZA: 9 Q. Sorry. What did you say? 10 A. Yes. 11 Q. Okay. So do you recall ever -- do you have a 12 personal recollection of getting this document prepared 13 and recorded? 14 A. No. 15 Q. Okay. What is your recollection as to why -- 16 what was the purpose of putting the property -- 17 transferring it from you and your wife as joint tenants 18 and putting it into a trust? What was the reasoning for 19 that? 20 A. Advice based on quick escrow -- I mean, quick 21 handling of this in the event of one of our deaths. 22 Q. Okay. So it was based on advice you had 23 received? 24 A. Yes. 25 Q. Okay. All right. We can go to Exhibit 6.</p>	<p>52</p> <p>1 state that the note was dated October 6, 2010. 2 Does that sound about right to you? 3 A. Yes. 4 Q. So if the note was dated October 6, 2010, and 5 then we have a deed of trust being recorded a few days 6 later, October 14th, 2010 -- do you see that? 7 A. Yes. 8 Q. Okay. And the 3,640,000, what was -- did you 9 use that for purposes of the property, or what did you 10 use that for? 11 A. Purposes of the property. 12 Q. Okay. What did you -- was it for building the 13 property? What was it for? 14 A. Building the property. 15 Q. Okay. All right. How did you -- do you recall 16 exactly how it came about that you would be getting this 17 loan specifically from City National Bank? 18 A. I have -- I don't recall. 19 Q. Okay. Let's go to Exhibit 7. Tell me whenever 20 you're there. 21 (Exhibit 7 was marked for the record.) 22 THE WITNESS: I'm there. 23 BY MS. BARRAZA: 24 Q. Exhibit 7, I'll represent, is called 25 "Substitution of Trustee and Deed of Reconveyance."</p>
<p>51</p> <p>1 Tell me whenever you're there. 2 (Exhibit 6 was marked for the record.) 3 MR. MUSHKIN: That was 6. 4 MS. BARRAZA: That was 5. 5 MR. MUSHKIN: Oops. Give me 6. I turned too 6 fast. Oh, no, we're at 6. Sorry. Never mind. 7 BY MS. BARRAZA: 8 Q. So 6, I'll represent, is titled "Deed of 9 Trust." It's recorded October 14th, 2010, and it's with 10 respect to City National Bank. 11 Do you see that? 12 A. Yes. 13 Q. Okay. Do you have any recollection of City 14 National Bank providing any kind of loan? 15 A. Yes. 16 Q. Okay. And what was the amount of that loan 17 that you recall? 18 A. I believe it was 3 million -- 3.4 million, or 19 thereabouts. 20 Q. Okay. And was that -- I'll represent to you 21 that on page 646 of Exhibit 6, which is the first page, 22 it does state the amount is 3,640,000. 23 Do you have any reason to dispute that? 24 A. No. 25 Q. Okay. And so that note -- and it does also</p>	<p>53</p> <p>1 It's recorded October 27th, 2010. It looks like it's 2 regarding Southwest USA Bank. 3 Do you see that? 4 A. Yes. 5 Q. Okay. Do you have any reason to dispute the 6 legitimacy of this document? 7 A. No. 8 Q. Let's go to Exhibit 8. 9 A. Okay. 10 (Exhibit 8 was marked for the record.) 11 BY MS. BARRAZA: 12 Q. Exhibit 8 is titled "Deed of Trust and 13 Assignment of Rents," and it's recorded November 30th, 14 2010, and it's regarding City National Bank. 15 Do you see that? 16 A. Yes. 17 Q. Okay. And do you have any reason to dispute 18 the authenticity of this document? 19 A. No. 20 Q. Okay. Now, I want to go back to discussing -- 21 I want to go back to discussing that 3- -- that note 22 that you had with City Bank for 3,640,000. 23 Do you recall that? 24 A. Yes. 25 Q. Okay. Now, that note, that was a note issued</p>

<p>54</p> <p>1 to the trust because the trust was the owner of the 2 property; is that correct? 3 A. As far as I know. 4 Q. Okay. All right. We can go to the next 5 exhibit, Exhibit 10. 6 A. Yeah. 7 Q. Actually, we're on Exhibit 9. If we can go to 8 Exhibit 9. 9 MR. MUSHKIN: We're on 9. 10 (Exhibit 9 was marked for the record.) 11 MS. BARRAZA: Are you there? 12 MR. MUSHKIN: Yes. 13 BY MS. BARRAZA: 14 Q. Okay. So Exhibit 9 is entitled "Revolving 15 Credit Deed of Trust Security Agreement and Assignment 16 of Rents" recorded April 4th, 2011, and it's regarding 17 Northern Trust Bank. 18 Do you see that? 19 A. Yes. 20 Q. Do you have any reason to dispute the 21 authenticity of this document? 22 A. No. 23 Q. Okay. What's your understanding of what was -- 24 what Northern Trust Bank was doing? 25 A. It gave me a HELOC.</p>	<p>56</p> <p>1 2014. 2 Do you see that? 3 A. Yes. 4 Q. And it's with respect to -- this references CBC 5 Partners I, LLC, a Washington limited liability company. 6 Do you see that? 7 A. Yes. 8 Q. Okay. So what's your understanding of what 9 this deed of trust for CBC is doing? 10 A. CBC lent the company I was with additional 11 funds and said, "If you guarantee this, we will lend the 12 funds, but we need a deed of trust to substantiate it," 13 and that's why this was prepared. 14 (Court reporter interrupts.) 15 THE WITNESS: -- this was prepared. 16 BY MS. BARRAZA: 17 Q. Okay. And what company was CBC loaning that 18 money to? 19 A. KCI Investments, I -- 20 Q. Okay. 21 A. -- believe, at that time. 22 Q. And what was KCI Investments in the business of 23 doing? 24 A. Operating restaurants. 25 Q. Okay. Now, were there -- so there was an</p>
<p>55</p> <p>1 Q. Okay. And that was issued to -- let me strike 2 that. 3 MR. MUSHKIN: It's to the trustees. 4 MS. BARRAZA: Perfect. Okay. 5 BY MS. BARRAZA: 6 Q. It's to the trustees, and I just want to 7 acknowledge page 700 of Exhibit 9. 8 Are you there? 9 A. Yes. 10 MR. MUSHKIN: The executed page? 11 MS. BARRAZA: Yes. 12 BY MS. BARRAZA: 13 Q. So I just want to confirm, this is your 14 signature here, you did execute this, and it was on 15 behalf of the trustee -- of the trust; correct? 16 A. Correct. 17 Q. Okay. Okay. We can go to Exhibit 10. 18 (Exhibit 10 was marked for the 19 record.) 20 BY MS. BARRAZA: 21 Q. Are you there? 22 A. Yes. 23 Q. Okay. So Exhibit 10, I'll represent, is -- it 24 says "Deed of Trust, Assignment of Rents, Security 25 Agreement and Fixture Filing" recorded on December 29th,</p>	<p>57</p> <p>1 underlying note, correct, between CBC and KCI; is that 2 correct? 3 A. Correct. 4 Q. Okay. And did that underlying note undergo 5 several amendments to it? 6 A. Yes. 7 Q. Okay. Do you recall -- as you sit here today, 8 do you have a recollection as to when the first note was 9 issued between CBC and KCI? 10 A. I believe in 2012. 11 Q. All right. So if we could turn to Exhibit 17 12 and then I'll tell you what page to go to. 13 (Exhibit 17 was marked for the 14 record.) 15 BY MS. BARRAZA: 16 Q. Are you on Exhibit 17? 17 A. Yes. 18 Q. Okay. All right. If we could go to page 912. 19 Are you there? 20 A. Yes. 21 Q. Okay. So this page 912 on Exhibit 17, at the 22 top of it, it says "Secured Promissory Note." It says 23 "300,000," and then it also has a date, June 22nd, 2012. 24 Do you see that? 25 A. Yes.</p>

<p>58</p> <p>1 Q. And it references the borrower being KCI 2 Investments. I think like you testified earlier, KCI 3 Investments, LLC, and it's saying "...promises to pay 4 CBC Partners I, LLC..." and then it goes -- the amount 5 is 300,000. 6 Does that sound about right to you? 7 A. As far as I can recall. 8 Q. Okay. And your earlier testimony was the first 9 note was from 2012, which this is dated 2012. Do you 10 have any recollection of any prior notes to this Secured 11 Promissory Note, or is this, to your recollection, the 12 first note? 13 MR. MUSHKIN: Objection to the form of the 14 question. Vague and ambiguous. 15 Do you mean as to this transaction, of course? 16 BY MS. BARRAZA: 17 Q. Okay. So is this the first note as far as with 18 the transactions between CBC and KCI, to your knowledge? 19 A. As far as I remember. 20 Q. Okay. You have no reason to dispute that this 21 is the first note; correct? 22 A. I believe it is. 23 Q. Okay. I want to go to the signature on that, 24 which is -- hold on -- so it looks like it's on page 25 927. Tell me whenever you're there.</p>	<p>60</p> <p>1 Q. Okay. And you used it for -- it was a 2 commercial loan; correct? 3 A. Yes. 4 Q. Okay. And it was for the use of operating your 5 various businesses and sorts; correct? 6 A. This business. 7 Q. Okay. This KCI business; correct? 8 A. Correct. 9 Q. Okay. Understood. 10 All right. And I think you had touched on it 11 earlier, you did sign a guarantee; correct? 12 A. Yes. 13 Q. And that guarantee was signed in your 14 individual capacity; correct? 15 MR. MUSHKIN: Objection to the form of the 16 question. Calls for a legal conclusion. 17 What document, Counsel? 18 MS. BARRAZA: We can find one of the 19 guarantees. One second. Hold on. 20 There's a guarantee on -- 21 MR. MUSHKIN: I have -- 22 MS. BARRAZA: There's numerous guarantees in 23 this batch, but -- 24 MR. MUSHKIN: I'm on 952. 25 MS. BARRAZA: Let me go to 952. Hold on.</p>
<p>59</p> <p>1 A. Okay. 2 Q. Okay. And so you -- is it correct that you 3 signed off on this document? It says "By: Ken Antos" 4 in your capacity as the managing member of KCI 5 Investments; correct? 6 A. Yes. 7 Q. Okay. And then it looks like CBC Partners 8 signed off. Is that your understanding as well? 9 A. Yes. 10 Q. Okay. And then it looks like there was -- if 11 you go on to page 930, a few pages later, it looks like 12 there's a Security Agreement with this note. 13 Do you see that? 14 A. Yes. 15 Q. And it looks like the Security Agreement is 16 dated June 22nd, 2012; so same time frame. Do you recall 17 also signing a Security Agreement in addition to a note 18 with CBC Partners? 19 A. Signed a guarantee. I -- probably a Security 20 Agreement. I don't recall it, but -- 21 Q. Okay. That's fine. 22 Now, this loan, this 300- -- it was initially 23 300,000, as we've seen. So this 300,000, what was it 24 for again? 25 A. Operating capital.</p>	<p>61</p> <p>1 Okay. I'm on 952. 2 BY MS. BARRAZA: 3 Q. Okay. Yeah. 4 So this is an Acknowledgment and Agreement of 5 Guarantors. 6 Do you see that? 7 A. Yes. 8 Q. And do you see -- looks like you've signed off 9 on this document and so has Sheila Antos; correct? 10 A. Yes. 11 Q. Okay. Now, what did you understand this 12 guarantee to be? 13 A. Guaranteeing that 300,000. 14 Q. Okay. And did you understand that this would 15 be a personal guarantee, that you and Sheila are 16 personally guaranteeing this? 17 A. Yes. 18 Q. Okay. All right. And I think you had touched 19 on it earlier. You mentioned there were -- there were 20 various numerous modifications to this note; correct? 21 A. Yes. 22 Q. Okay. All right. 23 MR. MUSHKIN: Counsel, we've been going at it 24 for about an hour and a half. How about a five-minute 25 break?</p>

<p style="text-align: right;">62</p> <p>1 MS. BARRAZA: Yeah, that sounds good. No 2 problem. 3 MR. MUSHKIN: How much more do you have of him? 4 MS. BARRAZA: Maybe -- I want to say half an 5 hour, maybe. 6 MR. MUSHKIN: Great. See you in five minutes. 7 MS. BARRAZA: Okay. Thanks. 8 We can go off the record. 9 THE VIDEOGRAPHER: The time is now 10:26 a.m. 10 We are off the record. 11 (A recess was taken from 10:26 a.m. to 12 10:34 a.m.) 13 THE VIDEOGRAPHER: The time is now 10:34 a.m. 14 We are back on the record. 15 BY MS. BARRAZA: 16 Q. All right. Good morning, Mr. Antos. We're 17 back on the record. I'm sure you understand you're 18 still under oath; correct? Do you understand that? 19 A. Yes. 20 Q. Okay. Now, I want to go back. We do need to 21 just briefly authenticate some of these documents so 22 that there's no issue down the road. Going back to 23 Exhibit 17, 952, that guarantee that we were just 24 discussing, tell me whenever you're there. 25 A. Okay.</p>	<p style="text-align: right;">64</p> <p>1 MR. MUSHKIN: As a general proposition, I'm not 2 aware of any authentication issues that exist. 3 MS. BARRAZA: Okay. 4 MR. MUSHKIN: 930 is -- what page do you want 5 to go to, the signature page? 6 MS. BARRAZA: Yeah, if you can look at 930 7 first. 8 BY MS. BARRAZA: 9 Q. And do you see how that's the Security 10 Agreement dated June 22nd, 2012? 11 A. Yes. 12 Q. Okay. And then do you see this is the Security 13 Agreement between KCI Investments as the debtor and CBC 14 Partners I, LLC, as the secured party? 15 Is that your understanding as well? 16 A. Yes. 17 Q. Okay. And then going to the signature page, 18 which it looks like is on 944, tell me whenever you're 19 there. 20 MR. MUSHKIN: I'm on 949. 21 MS. BARRAZA: Oh. 949? I think that's beyond 22 because that gets into the tenth modification. 23 MR. MUSHKIN: You might be right. 944, okay. 24 BY MS. BARRAZA: 25 Q. All right. 944, it looks like -- who's Robert</p>
<p style="text-align: right;">63</p> <p>1 MR. MUSHKIN: We just did that. 2 BY MS. BARRAZA: 3 Q. Yeah, and so I just want to make sure for the 4 record, this 952 document, this is an authentic 5 document, and there's no issues with its authenticity; 6 is that correct? 7 A. Not as far as I know. 8 Q. Okay. And that is your signature; correct? 9 A. Yes. 10 Q. Okay. I just want to make sure. 11 And for this guarantee, the trust is not a 12 guarantor; is that correct? 13 A. That is correct. 14 Q. Okay. And then going back to -- we also 15 discussed the Security Agreement, which it looks like 16 you signed on -- let me just go back to that Security 17 Agreement. 18 Okay. I'm seeing it on page 930, so tell me 19 whenever you're there, of Exhibit 17. 20 MR. MUSHKIN: I get 927 on the first grab. 21 Now, you're referencing the Security Agreement, 22 Counsel? 23 MS. BARRAZA: Yeah, I want to go to the 24 Security Agreement, and then I'll go to the note. So 25 930 -- 930.</p>	<p style="text-align: right;">65</p> <p>1 Walsh? Is he -- was he a managing member of KCI 2 Investments, LLC? 3 A. At one point, he was. 4 Q. Okay. And it looks like he signed off on this. 5 Is that your understanding as well? 6 A. Yes. 7 Q. Okay. So from your testimony here, you have no 8 reason to dispute the authenticity and legitimacy of the 9 Security Agreement; correct? 10 A. No. 11 Q. Okay. And then going back to the note, the 12 first note, the original note. I'll try to find the -- 13 I think it's page 912, tell me whenever you're there, of 14 Exhibit 17. 15 MR. MUSHKIN: We're there. 16 BY MS. BARRAZA: 17 Q. Okay. So page 912, this is the Secured 18 Promissory Note that we spoke about dated June 22nd, 19 2012, for the 300,000, and this is between KCI 20 Investments, LLC, and CBC Partners I, LLC. 21 Is that your understanding? 22 A. Yes. 23 Q. And then if you go through that and you get to 24 the signature page, which is -- looks like it's on 927. 25 Tell me whenever you're there.</p>

<p>66</p> <p>1 A. Okay.</p> <p>2 Q. Is that your signature where it says "Ken</p> <p>3 Antos" on 927?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And you have no reason to dispute the</p> <p>6 legitimacy and authenticity of the original note between</p> <p>7 KCI Investments, LLC, and CBC Partners I, LLC; correct?</p> <p>8 A. Correct.</p> <p>9 Q. All right. And I want to touch base -- it</p> <p>10 looks like, as we discussed, this original note was from</p> <p>11 2012, and then we discussed there's a deed of trust that</p> <p>12 was recorded some two years later in 2014. So I'm</p> <p>13 trying to understand, how did we get to the point of CBC</p> <p>14 having a deed of trust and that being recorded two years</p> <p>15 after the -- the initial note?</p> <p>16 A. Dollars.</p> <p>17 (Court reporter interrupts.)</p> <p>18 THE WITNESS: The amount of dollars increased</p> <p>19 to the point they did not want to take the risk. So</p> <p>20 they wanted collateral.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. Okay. So you're saying that there were --</p> <p>23 there were numerous modifications to this loan; correct?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. And you're saying that in one of the</p>	<p>68</p> <p>1 Q. And so tell me when you're there.</p> <p>2 A. I'm there.</p> <p>3 Q. Okay. So this is, obviously, you're signing,</p> <p>4 and it looks like Sheila's signing in your capacities,</p> <p>5 obviously, as the -- the trustee of the -- of the trust;</p> <p>6 is that correct?</p> <p>7 A. I don't see Sheila signing this.</p> <p>8 Q. It looks like on -- in the middle of page 723.</p> <p>9 MRS. NEUMANN-ANTOS: (Indicating).</p> <p>10 THE WITNESS: Oh, yeah. Thank you.</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q. Okay. So you would agree that you signed off</p> <p>13 on this -- on this Deed of Trust with CBC in your</p> <p>14 capacity as the trustee of the trust; correct?</p> <p>15 A. Correct.</p> <p>16 Q. Because the trust -- by this time, the trust</p> <p>17 was the -- the owner of record of the property; correct?</p> <p>18 A. That is correct.</p> <p>19 Q. Okay. And so, you know, our question is why is</p> <p>20 the trust basically signing off on a deed of trust for</p> <p>21 whatever -- the underlying note was not issued to the</p> <p>22 trust? That's what we're trying to figure out.</p> <p>23 MR. MUSHKIN: Objection. Calls for a legal</p> <p>24 conclusion.</p> <p>25 Answer if you can, please.</p>
<p>67</p> <p>1 modifications, it got to the point where CBC was</p> <p>2 demanding to also have a deed of trust on the property;</p> <p>3 is that correct?</p> <p>4 A. Correct.</p> <p>5 Q. Okay. Now, do you recall what modification</p> <p>6 that was -- that was in?</p> <p>7 A. I'm not understanding.</p> <p>8 Q. As far as do you recall if that agreement is</p> <p>9 set forth and memorialized in, like, the fourth</p> <p>10 modification, the fifth modification, the sixth</p> <p>11 modifica- --</p> <p>12 A. Not that I can --</p> <p>13 Q. Okay. That's fine.</p> <p>14 And then looking through these documents, do</p> <p>15 you have any recollection of the -- the trust signing</p> <p>16 off on any -- on any of these modifications?</p> <p>17 A. No.</p> <p>18 Q. Okay. And do you have any recollection of</p> <p>19 the -- let me strike that.</p> <p>20 So the Deed of Trust -- if we go to Exhibit 10,</p> <p>21 if we can go back to Exhibit 10.</p> <p>22 A. Okay. We're there.</p> <p>23 Q. Okay. And if we can go to the -- the signature</p> <p>24 page. It looks like it's on page 723 of Exhibit 10.</p> <p>25 A. Okay.</p>	<p>69</p> <p>1 THE WITNESS: I don't see any problem with it.</p> <p>2 BY MS. BARRAZA:</p> <p>3 Q. Okay. And did you ever have any legal counsel</p> <p>4 when you were signing off on all these modifications to</p> <p>5 the note between KCI and CBC?</p> <p>6 A. Other than CBC's, no.</p> <p>7 Q. Okay. And was CBC drafting all these</p> <p>8 modifications to the note?</p> <p>9 A. As far as I can remember.</p> <p>10 Q. Okay. And did you ever have a conversation</p> <p>11 with CBC about you and Sheila Antos not being the owners</p> <p>12 of the property, the owners of record of the property?</p> <p>13 A. No.</p> <p>14 Q. Okay. Now -- one second.</p> <p>15 Now, do you have any recollection of the trust</p> <p>16 ever receiving any kind of consideration in return for</p> <p>17 this Deed of Trust being signed?</p> <p>18 MR. MUSHKIN: Objection to the extent it calls</p> <p>19 for a legal conclusion.</p> <p>20 THE WITNESS: Trust specifically, no, I don't.</p> <p>21 BY MS. BARRAZA:</p> <p>22 Q. Okay. Now, did you have any discussions</p> <p>23 with -- actually, going back a little bit with CBC and</p> <p>24 your relations with CBC, how exactly did it come about</p> <p>25 that CBC specifically would be issuing this note, the</p>

<p style="text-align: right;">70</p> <p>1 initial \$300,000 note?</p> <p>2 A. Somebody who mutually knew them brought them to</p> <p>3 me.</p> <p>4 Q. Okay. And do you recall who that was?</p> <p>5 A. A gentleman out of Newport Beach.</p> <p>6 Q. Okay. Do you recall his name?</p> <p>7 A. No, I don't.</p> <p>8 Q. Okay. And when you were negotiating the loan,</p> <p>9 the initial \$300,000 loan with CBC, did you have</p> <p>10 discussions as to whether CBC was authorized to conduct</p> <p>11 business in the state of Nevada?</p> <p>12 A. No --</p> <p>13 Q. Okay.</p> <p>14 A. -- I didn't have discussions.</p> <p>15 Q. And did CBC ever disclose to you whether they</p> <p>16 were a registered company with the Secretary of State to</p> <p>17 conduct business in Nevada?</p> <p>18 A. I would say I do recall.</p> <p>19 Q. Okay. All right. So what I want you to do, do</p> <p>20 you recall providing these documents -- and when I say</p> <p>21 "these documents," I'm referring to Exhibit 17, which is</p> <p>22 the underlying note between KCI and CBC Partners and</p> <p>23 various modifications to the note. Do you recall</p> <p>24 providing those documents to Jay Bloom at some point?</p> <p>25 A. No.</p>	<p style="text-align: right;">72</p> <p>1 A. That is correct.</p> <p>2 Q. Okay. And so what exactly did the trust get</p> <p>3 for signing that deed of trust, which is Exhibit 10 --</p> <p>4 what did the trust get for signing that Deed of Trust</p> <p>5 for the property?</p> <p>6 MR. MUSHKIN: To the extent it calls for a</p> <p>7 legal conclusion, we object to the form of the question.</p> <p>8 THE WITNESS: It got a, you know, continued</p> <p>9 good relationship with the Otters and with CBC.</p> <p>10 BY MS. BARRAZA:</p> <p>11 Q. Okay. And I just want to clarify, there --</p> <p>12 there isn't going to be any documentation showing the</p> <p>13 trust getting any kind of monetary consideration;</p> <p>14 correct?</p> <p>15 A. Not that I --</p> <p>16 Q. Okay. All right. And so what kind of a</p> <p>17 relationship did the trust have with CBC? Any kind of</p> <p>18 business relationship between the trust and CBC?</p> <p>19 A. No.</p> <p>20 Q. Okay. All right.</p> <p>21 All right. If we can go back to Exhibit 17 --</p> <p>22 tell me whenever you're there.</p> <p>23 MR. MUSHKIN: We're in Exhibit 17.</p> <p>24 MS. BARRAZA: Okay. Perfect.</p> <p>25 /////</p>
<p style="text-align: right;">71</p> <p>1 Q. Okay. So what I'm trying to figure out is do</p> <p>2 you -- are you going to have any dispute as to the</p> <p>3 authenticity of these various documents that appear to</p> <p>4 have your signature on them and that relate to the --</p> <p>5 the note that CBC provided to KCI? And if you want to</p> <p>6 go through them, you can. What we're trying to figure</p> <p>7 out is is there going to be any authenticity issues with</p> <p>8 this batch of documents in Exhibit 17?</p> <p>9 MR. MUSHKIN: To the extent it calls for a</p> <p>10 legal conclusion, we object to the form of the question.</p> <p>11 I think I've already stated on the record that generally</p> <p>12 speaking there are no authenticity issues, Counsel.</p> <p>13 MS. BARRAZA: Okay.</p> <p>14 MR. MUSHKIN: Most of the documents are</p> <p>15 recorded, and those that aren't make, you know, logical</p> <p>16 sense. So I don't believe there will be an authenticity</p> <p>17 issue.</p> <p>18 MS. BARRAZA: Okay.</p> <p>19 BY MS. BARRAZA:</p> <p>20 Q. Now, I just want to clarify for the record. So</p> <p>21 the Antos -- the trust itself was not the borrower on</p> <p>22 this commercial loan with CBC; is that correct?</p> <p>23 A. That is correct.</p> <p>24 Q. Okay. And the trust itself also was not a</p> <p>25 guarantor on the note; is that correct?</p>	<p style="text-align: right;">73</p> <p>1 BY MS. BARRAZA:</p> <p>2 Q. I want -- I just want to look at that first</p> <p>3 page, 794. Do you see how it says "First Amendment to</p> <p>4 Intercreditor Agreement"?</p> <p>5 MR. MUSHKIN: Yes.</p> <p>6 MS. BARRAZA: Okay.</p> <p>7 MR. MUSHKIN: We're there.</p> <p>8 BY MS. BARRAZA:</p> <p>9 Q. And then it looks like there's a signature on</p> <p>10 page 796. Do you see that?</p> <p>11 A. Okay.</p> <p>12 Q. It looks like -- is Preferred Restaurant</p> <p>13 Brands, was that one of your companies?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And it looks like somebody -- this looks</p> <p>16 like this says "Gary."</p> <p>17 Do you know a Gary?</p> <p>18 A. No.</p> <p>19 Q. Gary Dock or Deck?</p> <p>20 A. Oh, hold on. Yeah.</p> <p>21 MR. MUSHKIN: (Indicating).</p> <p>22 THE WITNESS: I'm not sure.</p> <p>23 BY MS. BARRAZA:</p> <p>24 Q. Okay. What I'm trying to figure out is is</p> <p>25 there any issue with this First Amendment to the</p>

<p style="text-align: right;">74</p> <p>1 Intercreditor Agreement? Do you agree that there was a 2 first amendment that was done with CBC to that 3 Intercreditor Agreement? 4 A. Yes. 5 Q. Okay. And you're not disputing the 6 authenticity of that agreement? 7 A. No. 8 Q. Okay. And then there was a first modification 9 to the promissory note, it looks like, on page 797. 10 Do you see that? 11 A. Yes. 12 Q. Okay. Is that a true and accurate copy of the 13 first modification, to your knowledge? 14 Do you want me to repeat it? 15 A. I believe the answer's yes. 16 Q. Oh, the answer is yes? Okay. All right. 17 And so you signed off on that first 18 modification; correct? 19 A. Yes. 20 Q. Okay. And then it looks like on page 7 -- 21 actually, page 801 of Exhibit 17, there's a second 22 modification. 23 Do you see that? 24 A. Hold on. 25 Q. 801.</p>	<p style="text-align: right;">76</p> <p>1 looks like that is the first Intercreditor Agreement 2 with TCA Global Credit Master Fund, CBC Partners, and 3 Preferred Restaurant Brands. Do you remember having an 4 intercreditor agreement that went to Preferred 5 Restaurant Brands? 6 A. Yes. 7 Q. Okay. So is that an authentic document as far 8 as -- as far as you know? 9 A. Yes. 10 Q. And then looks like there was a fifth 11 modification on page 818. 12 A. Okay. We're there. 13 Q. Does that look like a true and accurate copy of 14 the fifth modification where it was between KCI 15 Investments and CBC Partners? 16 A. Yes. 17 Q. All right. It looks like you signed off on 18 this document on page 821. So is that your signature? 19 MR. MUSHKIN: I can't decide which one of us is 20 worse at this. 21 THE WITNESS: I know it's me. 22 MR. MUSHKIN: I can't decide which one of us is 23 worse. 24 THE WITNESS: Yes, it is. 25 ////</p>
<p style="text-align: right;">75</p> <p>1 A. Yes. 2 Q. And is that a true and accurate copy of the 3 second modification, to your knowledge? 4 A. Looks like it. 5 MR. MUSHKIN: Here is the -- 6 THE WITNESS: Yes. 7 BY MS. BARRAZA: 8 Q. Okay. And you signed off on that; correct? 9 A. Yes, I did. 10 Q. Okay. And then there's -- there's various 11 acknowledgment and agreements of guarantors in this 12 packet of documents. So one of them is on page 805. 13 A. Yes. 14 Q. Is that your signature there? Is that 15 authentic right there? 16 A. Yes. 17 Q. Okay. And to your knowledge, are there any 18 documents out there where -- where the trust was a -- a 19 guarantor? 20 A. No. 21 Q. Okay. And you can look at page 807. That's an 22 authentic document as far as an acknowledgment and 23 agreement; correct? 24 A. Looks like it. Yes. 25 Q. All right. And then it looks like 809 -- it</p>	<p style="text-align: right;">77</p> <p>1 BY MS. BARRAZA: 2 Q. Okay. Looks like there's another guarantee 3 document on page 822. Is that an authentic document 4 that you signed off on? 5 A. Yes. 6 Q. Okay. And it looks like there's a seventh 7 modification on 823. Is that an authentic seventh 8 authentication document, to your knowledge? 9 A. Yes. 10 Q. And it looks like you signed off on that on 11 page 833; is that correct? 12 A. Hold on. 13 Yes. 14 Q. Okay. And then it looks like there's another 15 guarantee document that you signed personally and so did 16 Sheila, looks like on page 834; is that correct? 17 A. Yes. 18 Q. And that's authentic; correct? 19 A. Yes. 20 Q. Okay. It looks like there was a letter -- I 21 kind of want to touch on this a little bit -- on 835. 22 Do you recall getting any kind of correspondence from 23 CBC in January of 2017 regarding the loan? 24 A. Well, it's here, but I -- I don't recall it. 25 Q. Okay. All right. If we can go to the</p>

<p style="text-align: right;">78</p> <p>1 guarantee on page 841, it looks like there's a Guaranty, 2 and this is June 22nd, 2012. Is that an accurate, 3 authentic document, to your knowledge? 4 A. Hold on. 5 As far as I can tell, yes. 6 Q. Okay. It looks like there's another Security 7 Agreement on 852 from January of 2015. Do you have any 8 reason to dispute the authenticity of that document? 9 A. No. 10 Q. And it looks like you signed off on it on page 11 865; is that correct? 12 A. Yes. 13 Q. And then there's an eighth modification on 866. 14 Does that sound about right, doing an eighth 15 modification in January of 2015? And does that document 16 look accurate and authentic? 17 A. Looks okay and it's -- I signed it. 18 Q. And it looks like you signed off on it on 871. 19 Do you see that? 20 A. Yes. 21 Q. Okay. Any issues with the authenticity of that 22 document? 23 A. No. 24 Q. Looks like another Guaranty on page 872. Any 25 issues with the authenticity of that document that it</p>	<p style="text-align: right;">80</p> <p>1 901 of this guarantee? 2 A. Yes. 3 Q. Okay. Is that your signature also on 902? 4 A. Yes. 5 Q. Okay. Looks like there's a ninth modification 6 on 903. Is that authentic, to your knowledge, from 7 April of 2015? 8 A. Looks it. 9 Q. Is that your signature on page 910? 10 A. Yes. 11 Q. Is that your signature also on page 911? 12 A. Yes. 13 Q. Okay. And I think we already went through 912, 14 I believe. 15 MR. MUSHKIN: We did. 16 MS. BARRAZA: Okay. 17 BY MS. BARRAZA: 18 Q. So we went through 912. I just want to cover 19 all of our bases since we're the one producing these 20 documents. 21 Okay. I think we've gone through the rest of 22 these. I just want to circle back a little bit to you 23 mentioned -- you can actually go back to it, if it will 24 help you remember, Exhibit 19, and the last page of it, 25 the K001.</p>
<p style="text-align: right;">79</p> <p>1 looks like you signed off on in 880? 2 A. No. 3 Q. Does that document appear authentic to you? 4 A. Yes. 5 Q. Okay. And that is your signature on 880; 6 correct? 7 A. Yes. 8 Q. Okay. Another Intercreditor Agreement with 9 Preferred Restaurant Brands is on page 881. Does that 10 appear to be authentic to you? 11 A. Yes. 12 Q. Okay. And then there's another -- a third 13 modification on page 892 of the -- of the secured 14 promissory note. Does that appear to be accurate and 15 authentic? 16 A. Yes. 17 Q. Is that your signature on page 894? 18 A. Yes. 19 Q. And then there's a fourth modification on page 20 896. Does that appear to be accurate from November of 21 2013? 22 A. Yes. 23 Q. And is that your signature on page 900? 24 A. Yes. 25 Q. All right. And is that your signature on page</p>	<p style="text-align: right;">81</p> <p>1 A. Okay. 2 Q. And am I correct that earlier you had testified 3 that when you signed off on this transfer, you did not 4 have legal counsel; correct? 5 A. That is correct. 6 Q. Okay. And did you have any discussion with 7 Mr. Mushkin about this transfer during the time you were 8 considering signing it? 9 A. No. 10 Q. Sorry. Did you say "no"? 11 A. No. 12 Q. Okay. And when did you retain counsel to 13 represent you in this litigation? 14 A. I can't remember the date. 15 MR. MUSHKIN: I can tell you. 16 BY MS. BARRAZA: 17 Q. Do you recall if it was, you know, a few months 18 ago? Sorry? 19 MR. MUSHKIN: Counsel, it was after he got 20 served. He got sued. 21 MS. BARRAZA: Okay. 22 BY MS. BARRAZA: 23 Q. All right. So is that also your recollection, 24 that after you actually became -- got served, you 25 retained counsel?</p>

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1 **A. Yes.**
2 Q. Okay. And --
3 MS. BARRAZA: All right. If we could take just
4 a two-minute break, I just want to verify if I have
5 anything else. If we can go off for two minutes.
6 THE VIDEOGRAPHER: The time is now 11:02 a.m.
7 We are off the record.
8 (A recess was taken from 11:02 a.m. to
9 11:05 a.m.)
10 THE VIDEOGRAPHER: The time is now 11:05 a.m.
11 We are back on the record.
12 MS. BARRAZA: All right. Mr. Antos, I am now
13 going to pass the witness. And if your counsel has any
14 questions for you, this is the time to do so.
15 MR. MUSHKIN: I have no questions of Mr. Antos
16 today.
17 MS. BARRAZA: Thank you.
18 We can end this deposition and move on to the
19 next one.
20 THE VIDEOGRAPHER: This concludes the
21 deposition of Kenneth Antos. The time now is 11:06 a.m.
22 We are off the record.
23 (Deposition concluded at 11:06 a.m.)
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REPORTER'S CERTIFICATE

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

I, Dawn Bratcher Gustin, a duly certified court reporter licensed in and for the State of Nevada, do hereby certify:

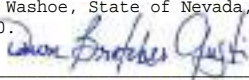
That I reported the taking of the deposition of the witness, KENNETH ANTOS, at the time and place aforesaid;

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true, and accurate record of the proceedings to the best of my ability.

I further certify that (1) I am not a relative, employee, or independent contractor of counsel of any of the parties; nor a relative, employee, or independent contractor of the parties involved in said action; nor a person financially interested in the action; nor do I have any other relationship with any of the parties or with counsel of any of the parties involved in the action that may reasonably cause my impartiality to be questioned; and (2) that transcript review pursuant to NRCPC 30(e) was waived.

IN WITNESS WHEREOF, I have hereunto set my hand in the County of Washoe, State of Nevada, this 24th day of September 2020.



Dawn Bratcher Gustin, CCR 253, RPR, CRR

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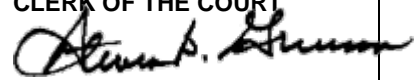
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I, KENNETH ANTOS, witness herein, do hereby
 certify and declare under penalty of perjury the within
 and foregoing transcription to be my deposition in said
 action; that I have read, corrected, and do hereby affix
 my signature to said deposition.

KENNETH ANTOS

Witness

Date



OPP

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DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES, LLC,
a Delaware Limited Liability Company,

Plaintiffs,

vs.

CBC PARTNERS I, LLC, a foreign Limited
Liability Company; CBC PARTNERS, LLC, a
foreign Limited Liability Company; 5148
SPANISH HEIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS AND
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and
the Kenneth M. Antos & Sheila M. Neumann-
Antos Trust; DACIA, LLC, a foreign Limited
Liability Company; DOES I through X; and
ROE CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED CLAIMS.

Case No.: A-20-813439-B

Dept. No.: 11

**PLAINTIFFS' OPPOSITION TO
RENEWED MOTION TO DISMISS FIRST
AMENDED COMPLAINT AS TO DACIA,
LLC OR IN THE ALTERNATIVE
MOTION FOR SUMMARY JUDGMENT**

Hearing Date: January 11, 2021

Hearing Time: 9:00 a.m.

Plaintiffs Spanish Heights Acquisition Company, LLC, and SJC Ventures Holding Company,
LLC, d/b/a SJC Ventures, LLC ("SJC Ventures, LLC") ("Plaintiffs"), by and through their attorney

1 of record, MAIER GUTIERREZ & ASSOCIATES, hereby file this opposition to the renewed motion to
2 dismiss the First Amended Complaint as to Dacia, LLC or in the alternative motion for summary
3 judgment.

4 This opposition is made and based upon the memorandum of authorities, the exhibits attached
5 hereto, and the papers and pleadings on file in this matter.

6 DATED this 24th day of December, 2020.

7 Respectfully submitted,

8 **MAIER GUTIERREZ & ASSOCIATES**

9 /s/ Danielle J. Barraza

10 JOSEPH A. GUTIERREZ, ESQ.

11 Nevada Bar No. 9046

12 DANIELLE J. BARRAZA, ESQ.

13 Nevada Bar No. 13822

14 8816 Spanish Ridge Avenue

15 Las Vegas, Nevada 89148

16 *Attorneys for Plaintiffs*

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 **I. INTRODUCTION**

19 Defendant Dacia, LLC procedurally cannot “renew” its motion to dismiss (which it has already
20 previously lost) without first seeking leave of the Court, which it did not do. *See* EDCR 2.24 (“No
21 motions once heard and disposed of may be renewed in the same cause, nor may the same matters
22 therein embraced be reheard, unless by leave of the court granted upon motion therefor, after notice
23 of such motion to the adverse parties.”).

24 Defendant Dacia, LLC also cannot procedurally bring a motion for summary judgment when
25 it has not even filed an answer to the amended complaint. Plaintiffs have been forced to file a notice
26 of intent to take default as it relates to Dacia, LLC as a result of this blatant violation of the rules. This
27 Court should not entertain any dispositive motions from Dacia, LLC until Dacia, LLC actually files
28 an answer, as required under NRCP 12(a)(3)(A).

1 In any event, the motion should be denied on its merits regardless of the procedural
2 deficiencies. The motion disregards the first and fifth causes of action and focuses on the incorrect
3 narrative that the only possible event that took place after Dacia, LLC purchased its property that
4 related to the HOA lien wrongfully imposed upon SHAC is the September 21, 2019 flamethrower
5 incident. This is incorrect, as Mr. Bloom has testified to other incidents that took place throughout
6 the month of July 2019.

7 Moreover, Plaintiffs are not in a position to fully argue this motion on the merits in light of
8 Dacia, LLC's continued abuses of the discovery process, including its refusal to abide by this Court's
9 order granting Plaintiffs' motion to compel as it relates to Interrogatory Nos. 5-7 addressed to Dacia.
10 These interrogatories go to the identities owners of Dacia and the identities of the individuals who
11 intend to reside in Dacia-owned properties located in Spanish Hills, which is crucial to identifying
12 whether any of those individuals were involved in hazardous events that have been wrongfully
13 attributed to SHAC and SHAC's Property.

14 As such, the Court should deny Dacia, LLC's improper motion in its entirety.

15 **II. LEGAL ARGUMENT**

16 **A. LEGAL STANDARD FOR MOTION TO DISMISS**

17 Rule of Civil Procedure 12(b)(5) provides for the dismissal of a complaint where a plaintiff
18 has failed to state a claim upon which relief can be granted. For the purpose of considering a Rule
19 12(b)(5) motion, a court must accept the allegations of the complaint as true, and draw all inferences
20 in favor of the non-moving party. *Buzz Stew, LLC vs. City of North Las Vegas*, 124 Nev. 224, 181
21 P.3d 670 (2008). On a motion to dismiss, the trial court "is to determine whether or not the
22 challenged pleading sets forth allegations sufficient to make out the elements of a right to relief."
23 *Pemberton v. Farmers Ins. Exch.*, 109 Nev. 789, 792 (Nev. 1993). Furthermore, "[a] claim should
24 not be dismissed . . . unless it appears to a certainty that the plaintiff is not entitled to relief under
25 any set of facts which could be proved in support of the claim." *Pemberton* at 792 (quoting *Hale v.*
26 *Burkhardt*, 104 Nev. 632, 636, 764 P.2d 866, 868 (Nev. 1988)).

27 "The test for determining whether the allegations of a complaint are sufficient to assert a claim
28 for relief is whether the allegations give fair notice of the nature and basis of a legally sufficient claim

1 and the relief requested.” *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 846, 858 P.2d 1258,
2 1260 (1993). The formal sufficiency of a claim is governed by Nev. R. Civ. P. 8(a), which merely
3 requires that the claim shall contain: “(1) a short and plain statement of the claim showing that the
4 pleader is entitled to relief, and (2) a demand for judgment for the relief the pleader seeks.” Nev. R.
5 Civ. P. 8(a). Only claims for fraud, mistake or condition of mind are governed by Nev. R. Civ. P. 9(b),
6 which states that the circumstances constituting such claim shall be stated with particularity. *See* Nev.
7 R. Civ. P. 9(b).

8 A plaintiff’s “complaint should be dismissed only if it appears **beyond a doubt** that it could
9 prove no set of facts, which, if true, would entitle it to relief. *Buzz Stew*, 124 Nev. at 228; 181 P.3d at
10 672 (citing *Blackjack Bonding v. Las Vegas Mun. Ct.*, 116 Nev. 1213, 1217, 14 P.3d 1275, 1278
11 (2000)) (emphasis added). However, when a complaint can be amended to state a claim for relief,
12 leave to amend, rather than dismissal, is the appropriate remedy. *Cohen v. Mirage Resorts, Inc.*, 119
13 Nev. 1, 22, 62 P.3d 720, 734 (2003).

14 Further, leave to amend should be freely given when justice requires, and a request to amend
15 need not be made by formal motion. *Id. See Greene v. Dist. Ct.*, 115 Nev. 391, 393-94, 990 P.2d
16 184, 185 (1999) (The Supreme Court of Nevada interprets its approach to these requests as a “liberal
17 amendment policy”).

18 For some reason, just as it did in its first failed motion to dismiss, Dacia, LLC again cites to
19 the federal *Iqbal* standard of review in renewed motion, which has absolutely no application to this
20 matter which is being adjudicated in state court. As such, the Court should disregard the irrelevant
21 Ninth Circuit and other federal case law relied upon by Dacia, LLC in analyzing this motion.

22 **B. LEGAL STANDARD FOR MOTION FOR SUMMARY JUDGMENT**

23 Summary judgment is appropriate when the pleadings and other evidence demonstrates that
24 “no genuine issue as to any material fact remains and that the moving party is entitled to a judgment
25 as a matter of law.” *Wood v. Safeway*, 121 Nev. 724, 729 (2005). Disputes over facts that could affect
26 the outcome of the suit will properly preclude summary judgment. *Id.* at 730. When determining
27 whether genuine issues of material fact exist, a reviewing court must view the evidence, and any
28 reasonable inferences drawn from it, in the light most favorable to the nonmoving party. *Id.* at 729.

1 **C. DACIA, LLC HAS NO PROCEDURAL GROUNDS TO BRING ITS MOTION**

2 Dacia, LLC’s motion raises the same arguments that were put forth in its first motion to
3 dismiss, which this Court denied. Dacia, LLC had no authority to “renew” its motion to dismiss
4 without first seeking leave of the Court to do so. EDCR 2.24.

5 Nor did Dacia, LLC have authority to file a motion for summary judgment before it has even
6 filed an answer to the amended complaint. There is no way for Plaintiffs to meaningfully decipher
7 which factual allegations in the complaint are disputed when Dacia, LLC has not bothered responding
8 to *any* of the allegations. Although Plaintiffs have raised this issue numerous times to Dacia, LLC’s
9 counsel, Dacia, LLC has refused to file an answer, which forced Plaintiffs to file a notice of intent to
10 take default. *See* 12/23/2020 Notice of Intent, *on file*.

11 This Court should not entertain Dacia, LLC’s motion for these procedural reasons alone.

12 **D. THERE ARE NUMEROUS DISPUTES OF FACT PRECLUDING SUMMARY JUDGMENT**

13 To be clear, despite the contentions otherwise in the motion, the claims against Dacia, LLC
14 are not limited to the use of incendiary devices. The claims against Dacia, LLC relate to the Spanish
15 Hills HOA fines that were wrongfully lodged against Spanish Heights Acquisition Company, LLC’s
16 (“SHAC”) Property instead of Dacia, LLC’s property, to the detriment of SHAC. This includes the
17 use of *fireworks* throughout the month of July 2019, including after Dacia, LLC became owner of the
18 Dacia property.

19 Mr. Bloom testified that there was “[t]he July 4th use of a flamethrower and *multiple instances*
20 of setting off fireworks throughout the month of July from that [Dacia’s] property.” *See Exhibit 1*,
21 Jay Bloom deposition transcript at p. 311 (emphasis added). Dacia, LLC’s attempt to narrow the
22 claims to only the use of incendiary devices on September 21, 2019 is improper.¹

24 ¹ While there is still a dispute of fact as to Dacia, LLC’s involvement in hazardous events after it
25 purchased its property, it should also be noted that “the power an association has to impose
26 assessments on its members can lead to the ability of the HOA to create a lien on the property that
27 **runs with the land.**” WAYNE S. HYATT, CONDOMINIUM AND HOMEOWNER
28 ASSOCIATION PRACTICE 117–19 (3d ed. 2000) (emphasis added). Thus, events that took place
on Dacia, LLC’s property even before Dacia, LLC became owner of record are still relevant in light
of the fact that Dacia, LLC’s property can still be liened for events that took place before it became
owner of record of its property.

Moreover, Plaintiffs have been hindered from conducting a full investigation as to whether or not Dacia, LLC was in any way responsible for the September 21, 2019 flamethrower incident in light of Dacia, LLC refusing to cooperate in the discovery process, even violating this Court's order granting Plaintiffs' motion to compel certain interrogatories. Plaintiffs still do not know who Dacia, LLC's beneficial owners are, so although Mr. Bloom testified that he believes Michael Rhodes was responsible for the September 21, 2019 flamethrower incident, it still needs to be determined whether any of the beneficial owners of Dacia, LLC were also involved in that incident. The fact that Dacia, LLC has blatantly violated this Court's order on the motion to compel and rushed this motion to dismiss speaks volumes as to Dacia, LLC's eagerness to get out of this case without having to actually participate in the discovery process.

Additionally, Dacia, LLC's motion glosses over the first and fifth causes of action by insisting that Dacia, LLC is "not a party to the foreclosure of the Property." Mot. at p. 8. But the problem with that argument is MUSHKIN & COPPEDGE is counsel for not only DACIA, LLC, but for defendants CBC Partners I, LLC, CBC Partners, LLC, and 5148 Spanish Heights, LLC – and Plaintiffs have received correspondence from MUSHKIN & COPPEDGE creating ambiguities as to exactly which entity the correspondence is on behalf of. This includes the April 3, 2020 Notice to Vacate (attached as **Exhibit 2**), as that correspondence was purportedly sent on behalf of CBC Partners I, LLC, but then it was learned at the evidentiary hearing that CBC Partners did not authorize its counsel to send out certain correspondence (*See Exhibit 3* at p. 233-234) and as such there is an issue of fact as to whether such correspondence was also sent on behalf of Dacia, LLC.

Accordingly, the Court should deny Dacia, LLC's unauthorized "renewed" motion to dismiss, or in the alternative its motion for summary judgment.

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1 **III. CONCLUSION**

2 Based on the foregoing, Plaintiffs request that the Court deny Dacia's motion in its entirety.

3 DATED this 24th day of December, 2020.

4
5 **MAIER GUTIERREZ & ASSOCIATES**

6 /s/ Danielle J. Barraza

7 JOSEPH A. GUTIERREZ, ESQ.

8 Nevada Bar No. 9046

9 DANIELLE J. BARRAZA, ESQ.

10 Nevada Bar No. 13822

11 8816 Spanish Ridge Avenue

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EXHIBIT 1

EXHIBIT 1

Spanish Heights Acquisition Co., LLC, et al v CBC Partners I, LLC, et al

Deposition of

JAY BLOOM, VOL. 2

November 5, 2020



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DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada
Limited Liability Company;
SJC VENTURES HOLDING COMPANY,
LLC, d/b/a SJC VENTURES, LLC,
a Delaware Limited Liability
Company,

Plaintiffs,

vs.

Case No.:
A-20-813439-B

CBC PARTNERS I, LLC, a foreign
Limited Liability Company; CBC
PARTNERS, LLC, a foreign Limited
Liability Company; 5148 SPANISH
HEIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS
AND SHEILA NEUMANN-ANTOS, as
Trustees of the Kenneth & Sheila
Antos Living Trust and the Kenneth
M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited
Liability Company; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Defendants.

VOLUME II
DEPOSITION OF JAY BLOOM
Taken on Thursday, November 5, 2020
At 9:34 a.m.
Las Vegas, Nevada

Reported remotely via Zoom by:
Cari M. Inkenbrandt, RPR, CCR #939

<p style="text-align: right;">page 176</p> <p style="text-align: center;">A P P E A R A N C E S</p> <p>1</p> <p>2</p> <p>3 ON BEHALF OF THE PLAINTIFFS:</p> <p>4 (Remotely via Zoom)</p> <p>5 DANIELLE J. BARRAZA, ESQUIRE</p> <p>6 MAIER GUTIERREZ & ASSOCIATES</p> <p>7 8816 Spanish Ridge Avenue</p> <p>8 Las Vegas, Nevada 89148</p> <p>9 (702) 629-7900</p> <p>10 djb@mgalaw.com</p> <p>11</p> <p>12 ON BEHALF OF THE DEFENDANTS:</p> <p>13 (Remotely via Zoom)</p> <p>14 MICHAEL MUSHKIN, ESQUIRE</p> <p>15 MUSHKIN & COPPEDGE</p> <p>16 6070 South Eastern Avenue</p> <p>17 Suite 270</p> <p>18 Las Vegas, Nevada 89119</p> <p>19 (702) 454-3333</p> <p>20 michael@mccnvlaw.com</p> <p>21</p> <p>22 ALSO PRESENT:</p> <p>23 Karen Foley</p> <p>24</p> <p>25</p>	<p style="text-align: right;">page 178</p> <p>1 LAS VEGAS, NEVADA; WEDNESDAY, NOVEMBER 4, 2020</p> <p>2 12:02 P.M.</p> <p>3 -o0o-</p> <p>4 THE COURT REPORTER: Before we proceed,</p> <p>5 I will ask counsel to agree on the record there is</p> <p>6 no objection to this deposition officer</p> <p>7 administering a binding oath to this witness not</p> <p>8 appearing personally before me and counsel also</p> <p>9 agree to waiving the reading of the caption.</p> <p>10 Please state your agreement on the record</p> <p>11 beginning with noticing counsel.</p> <p>12 MR. MUSHKIN: This is Mike Mushkin, Bar</p> <p>13 Number 2421. I have no objection.</p> <p>14 Except Mr. Bloom didn't bring snacks for</p> <p>15 everybody. Small joke.</p> <p>16 No, no objection.</p> <p>17 MS. BARRAZA: Danielle Barraza. No</p> <p>18 objection.</p> <p>19</p> <p>20 JAY BLOOM</p> <p>21 having been called as a witness and having been</p> <p>22 first duly sworn, was examined and testified as</p> <p>23 follows:</p> <p>24 CONTINUED EXAMINATION</p> <p>25 BY MR. MUSHKIN:</p>
<p style="text-align: right;">page 177</p> <p style="text-align: center;">I N D E X</p> <p>1</p> <p>2 PAGE</p> <p>3 TESTIMONY OF JAY BLOOM</p> <p>4 Continued Examination by Mr. Mushkin 178</p> <p>5</p> <p>6 E X H I B I T S</p> <p>7 None</p> <p>8</p> <p>9 INFORMATION TO BE SUPPLIED</p> <p>10 PAGE</p> <p>11 197</p> <p>12 314</p> <p>13 316</p> <p>14 320</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">page 179</p> <p>1 Q Mr. Bloom, I want to go back over just</p> <p>2 two or three things from yesterday, and then we'll</p> <p>3 get right on to the pleadings.</p> <p>4 I asked you some questions about SCJV</p> <p>5 that you refused to answer. Do you recall those</p> <p>6 questions?</p> <p>7 MS. BARRAZA: Object to the form.</p> <p>8 You can answer.</p> <p>9 A No, I'm not familiar with that entity.</p> <p>10 Q I wrote it down wrong. SJC. Do you</p> <p>11 recall those questions that I asked you about the</p> <p>12 assets and moneys of SJC?</p> <p>13 A I recall you asked me about sources of</p> <p>14 unrelated income for SJC, yes.</p> <p>15 Q You've testified that SJC has paid</p> <p>16 various moneys to SHAC; correct?</p> <p>17 A I testified that SJC has paid various</p> <p>18 moneys to both SHAC and a number of third parties</p> <p>19 directly through an assignment of its obligation</p> <p>20 for payment to SHAC under SHAC's obligations to</p> <p>21 those third parties.</p> <p>22 Q And where did SJC get those moneys?</p> <p>23 A Various sources.</p> <p>24 Q What sources?</p> <p>25 MS. BARRAZA: Objection. Relevance.</p>

<p style="text-align: right;">page 180</p> <p>1 A A number of those sources are covered by 2 confidentiality agreements, which I'm not prepared 3 to breach. And I also enter an objection that 4 your question is not reasonably concluded to lead 5 to discoverable information. 6 Q What assets does SJCV possess? 7 MS. BARRAZA: Objection. Relevance. 8 A A number of those assets are covered by 9 confidentiality agreements, and I can't speak to 10 them in this deposition. 11 Q You provided certain documents to 12 Mr. Hallberg on an entity that I called by the 13 wrong name for a while, but can I just refer to it 14 as L and M? 15 A What is L and M? What entity are you 16 referring to? 17 Q I called it Lending. It wasn't Lending. 18 It's Leading Ventures and Enterprise Matching, 19 LLC. 20 A Yes. 21 Q Is that owned by SJCV? 22 MS. BARRAZA: Objection. Relevance. 23 A I'm going to refrain from answering that 24 question because I think it's going to violate 25 confidentiality agreements.</p>	<p style="text-align: right;">page 182</p> <p>1 A To the extent that you're referencing a 2 document in your question, the document speaks for 3 itself. 4 Q Mr. Bloom, you don't enjoy the luxury of 5 answering my question with an objection. If 6 you're not willing to answer my question, I'll 7 have it certified and we'll take it to the judge. 8 But I'm asking a real simple question. Did you or 9 did you not make a representation that you could 10 take money out of Leading Ventures and Enterprise 11 Matching, LLC on an as-needed basis? 12 MS. BARRAZA: Objection. Form. 13 A You're asking a question based on a 14 document that you submitted as an exhibit that 15 statement is made, and I'm answering that the 16 document speaks for itself. 17 Q Did you write the document? 18 A To the best of my recollection, yes. 19 Q And do you know what day you wrote that 20 document? 21 A I do not, but we could certainly refresh 22 my recollection by pulling the document up and 23 looking at it for review. 24 Q So let's take a look at Spanish Heights 25 1041. We're almost there. All right. Can you</p>
<p style="text-align: right;">page 181</p> <p>1 Q With whom? 2 A With parties that are -- parties that 3 are have privity to the confidentiality 4 agreements. 5 Q What parties are there to a 6 confidentiality agreement? 7 A Also enter an objection as to relevance 8 and it not reasonably being concluded to lead to 9 discoverable information. LVEM is not even a 10 party to this litigations, nor is LVEM a signatory 11 to any of the agreements. 12 Q Well, then why did you provide the tax 13 return of that partnership to Mr. Hallberg? 14 A Because in 2014 it was contemplated that 15 LVEM might be a party to an agreement, but it 16 turned out not to be. 17 Q Well, didn't your letter say that you 18 were proving up your income with this document? 19 MS. BARRAZA: Objection. Form. 20 A I would say the document speaks for 21 itself. 22 Q I'm asking you. I'm not asking you 23 about a document. Didn't you represent that you 24 could take money from LVEM on an as-needed basis? 25 MS. BARRAZA: Objection. Form.</p>	<p style="text-align: right;">page 183</p> <p>1 see that document on your screen, Mr. Bloom? 2 A I see, yes, I see an email. 3 Q Okay. And now we're going to go to the 4 right one. There it is. 5 All right. Do you see this email from 6 Alan to Gavin? 7 A I do. 8 Q Have you ever seen it before? 9 A Not prior to this litigation, no. 10 Q So let's take a minute and go through 11 it. See where it says, "Gavin, thanks for 12 forwarding. If I'm reading this correctly, Jay is 13 showing that he is making 7K monthly payments via 14 cashier's checks for a rental house in Las Vegas." 15 Do you see that? 16 A I do. 17 Q If you remember yesterday, we had those 18 \$7,000 checks, went through them at the very end 19 of the day. Do you recall that? 20 A I do. 21 Q Okay. So the blue part of this it 22 appears to me, and I'm asking you if you know 23 this, but that this is a cut-and-paste from a 24 previous email that you sent to either Gavin or 25 Mr. Hallberg. So you see "cashier's checks," and</p>

<p style="text-align: right;">page 184</p> <p>1 then in blue it says, "Yes, I am providing 2 documentation that I've been supporting a \$7,000 3 monthly payment, in excess of the debt service 4 amount needed, without incident for an extended 5 period of time." Do you see that? 6 MS. BARRAZA: Objection. Form. 7 A I do see that. 8 Q Do you recall writing that sentence? 9 A I do not recall writing that sentence. 10 Q And then the next sentence says, "While 11 I provided copies of the last 17 payments which I 12 had at hand, all of which were either timely or 13 early, I have been making these payments for the 14 last four years." Do you see that sentence? 15 A I do see that sentence. 16 Q Does that refresh your recollection that 17 that is a part of an email that you sent? 18 A I don't recall that sentence as being 19 part of the email. 20 Q Does it sound like it was something that 21 you would write in response to the request about 22 your ability to pay? 23 MS. BARRAZA: Objection. Form. 24 A I'd rather not speculate. I don't think 25 you're going to ask me to speculate. I don't</p>	<p style="text-align: right;">page 186</p> <p>1 balance 7.2 million, or, three, existing funds. I 2 am hoping to establish this reserve from new funds 3 instead of existing, but I can provide for the 4 establishment of this reserve account absent the 5 litigation advance or collections." Do you see 6 that? 7 A I do see that. 8 Q And do you recall making that 9 representation to Mr. Hallberg? 10 A I had conversations with Mr. Hallberg 11 similar to that conceptually, but I don't recall 12 writing this language that's incorporated into the 13 emails which I am not a party. 14 Q "It is important to note that we're not 15 pushing against the structure of this proposal, 16 merely trying to confirm he has the wherewithal to 17 perform on his offer, excluding the litigation 18 finance." Do you see that? 19 A I do. 20 Q The next part in blue, "I understand. 21 Similarly, I am not pushing against CBC's efforts 22 to confirm the buyer's ability to perform, and I 23 would like to do the same if I were -- and I would 24 likely do the same if I were CBC. That said, I am 25 weighing how to provide what you need without</p>
<p style="text-align: right;">page 185</p> <p>1 recall. 2 Q "And that he is offering to allocate 3 150K from the litigation finance facility to 4 escrow year-one payments. That said, the 5 litigation finance is at a term sheet stage, and 6 as such, always carries some risk that it won't 7 close." Do you see that sentence? 8 A Yes, I do. 9 Q Now let's look at the next part in blue. 10 "I have proposed providing for an escrow account 11 in the amount of 150K, at the earlier of either 90 12 days from the date of closing or upon the 13 litigation financing." Do you see that? 14 A I do. 15 Q Do you recall making that offer? 16 A I recall making a similar offer, however 17 I don't recall having drafted that sentence. 18 (Reporter clarification.) 19 A As referenced in an email to which I am 20 not a party. 21 Q Then the next sentence is, "I can 22 provide for the reserve account from any of: the 23 \$25 million litigation advance, the writ of 24 execution against our judgment debtor's account at 25 Merrill Lynch domestically which has verified</p>	<p style="text-align: right;">page 187</p> <p>1 ignoring the trust attorneys who have reiterated 2 not to provide statement balances." Do you recall 3 writing that? 4 A I do not recall writing that. 5 Q "Also, my thinking is in terms of this 6 real property transaction as more of a turnaround 7 situation as opposed to an initial loan 8 origination, which I would expect would have 9 different underwriting standards." Do you recall 10 that sentence? 11 A I've never seen this email before, so 12 no. 13 Q I'm not asking you if you've seen the 14 email, sir. I'm asking if you recall writing that 15 sentence. 16 A Mr. Mushkin, please let me finish my 17 answers without cutting me off in the middle of 18 the answer. 19 Q I'm sorry. I didn't realize you were 20 talking. Your hand is in front of your mouth, and 21 if you don't get close enough to the mic, we don't 22 hear you at all. 23 Cari, are you having a problem hearing 24 me? 25 THE COURT REPORTER: I will interrupt if</p>

<p style="text-align: right;">page 188</p> <p>1 I have a problem. Thank you.</p> <p>2 THE WITNESS: Thank you.</p> <p>3 A Having never seen this email before,</p> <p>4 there's no way for me to recall having seen that</p> <p>5 sentence before. So no, I have no recollection of</p> <p>6 that sentence.</p> <p>7 Q So, Mr. Bloom, I'd like you to go</p> <p>8 back -- let's go back up to a little farther up</p> <p>9 the page. Do you see the email on July 25th from</p> <p>10 Gavin to you?</p> <p>11 A I do.</p> <p>12 Q And so isn't it true that he forwarded</p> <p>13 this email to you on July 25th?</p> <p>14 A That's what it appears to be based on</p> <p>15 the header in your document.</p> <p>16 Q And are you certain that those aren't</p> <p>17 actually your written responses to those questions</p> <p>18 that you put in yourself?</p> <p>19 A My testimony is I have no recollection</p> <p>20 of those statements. I'm neither admitting nor</p> <p>21 denying them. I just don't recall them.</p> <p>22 Q So let's go a little farther to see if I</p> <p>23 can refresh your recollection. Let's go to the</p> <p>24 bottom of this. Do you see where your</p> <p>25 signature -- or I'm assuming "Jay, all the best,"</p>	<p style="text-align: right;">page 190</p> <p>1 emptied the account and transferred it to a</p> <p>2 personal trust prior to our ability to execute it</p> <p>3 into the account.</p> <p>4 Q So the answer is you were not successful</p> <p>5 in executing on 7.2 million?</p> <p>6 A Well, that would be an answer to a</p> <p>7 different question not posted, but yes.</p> <p>8 Q And then existing funds. What existing</p> <p>9 funds did you have at the time to do that?</p> <p>10 A I don't recall. I don't recall.</p> <p>11 Q So let's go to the next response. I</p> <p>12 think I went through this, turnaround. So it</p> <p>13 says, "To that end, I'm trying to provide as much</p> <p>14 as I can to give you assurances you need while at</p> <p>15 the same time abiding by my counsel's instructions</p> <p>16 as to the disclosure of information which could</p> <p>17 potentially compromise or expose trust accounts."</p> <p>18 Who is the attorney that was giving you</p> <p>19 advice on these trust accounts?</p> <p>20 A I don't recall.</p> <p>21 Q You don't know who the attorney was that</p> <p>22 was giving you this advice?</p> <p>23 MS. BARRAZA: Objection. Asked and</p> <p>24 answered.</p> <p>25 A I would reiterate my last answer and</p>
<p style="text-align: right;">page 189</p> <p>1 that's your ending to the letter. That's your</p> <p>2 writing; correct?</p> <p>3 A Appears to be, although I don't recall</p> <p>4 this email, and I'm not a party to this email. So</p> <p>5 somebody may have cut and pasted out of another</p> <p>6 email that I had sent, certain portions, in</p> <p>7 context or out of context. I just don't know. I</p> <p>8 don't recall writing this.</p> <p>9 Q No problem. Let's go back to where we</p> <p>10 were before. So you offered at the time these</p> <p>11 three things. You can provide this reserve</p> <p>12 account from the \$25 million litigation advance,</p> <p>13 the writ of execution -- well, let's talk about</p> <p>14 the litigation advance. Did you ever get the</p> <p>15 \$25 million litigation advance?</p> <p>16 A No. We did not proceed with it.</p> <p>17 Q And you said, "A writ of execution</p> <p>18 against our judgment debtor's account at Merrill</p> <p>19 Lynch domestically which has a verified balance of</p> <p>20 5.2 million." Did you ever attach -- I'm sorry.</p> <p>21 7.2 million. I'm having visual problems. I'm</p> <p>22 sorry. 7.2 million. Did you ever get a writ of</p> <p>23 execution on 7.2 million?</p> <p>24 A I can't recall if we got a writ of</p> <p>25 execution or not. I know the judgment debtor</p>	<p style="text-align: right;">page 191</p> <p>1 incorporate it here in response to this. You're</p> <p>2 repeating the same question.</p> <p>3 Q And what trust accounts are you</p> <p>4 referring to here?</p> <p>5 A I would object in that it misstates</p> <p>6 testimony.</p> <p>7 It's not my reference. This may or may</p> <p>8 not have been taken in or out of context from</p> <p>9 something I read somewhere else in an email chain</p> <p>10 to which I'm not party or an email exchange to</p> <p>11 which I'm not party. So this is -- I'm not</p> <p>12 referencing anything here.</p> <p>13 Q Do you control certain trust accounts?</p> <p>14 A Can you clarify what you mean by</p> <p>15 "control"?</p> <p>16 Q No, I can't. I'm looking at your</p> <p>17 statement. Yesterday you acknowledged that you</p> <p>18 wrote these things. We'll argue about it later as</p> <p>19 to whether they're in context or not, but, "To</p> <p>20 that end, I'm trying to provide as much as I can</p> <p>21 to give you the assurances you need, while at the</p> <p>22 same time abiding by my counsel's instructions as</p> <p>23 to the disclosure of information which could</p> <p>24 potentially compromise and/or expose trust</p> <p>25 accounts." What compromise and/or exposing of</p>

<p style="text-align: right;">page 192</p> <p>1 trust accounts are you referencing?</p> <p>2 A I would have the same objection in that</p> <p>3 it misstates testimony. I just said I don't know</p> <p>4 that that's necessarily my statement. So I'm not</p> <p>5 referencing anything. That would be between Alan</p> <p>6 Hallberg and Gavin Ernstone.</p> <p>7 Q Mr. Bloom, you're intentionally not</p> <p>8 answering my questions. I would like to know if</p> <p>9 you possess or control trust accounts.</p> <p>10 MS. BARRAZA: Objection. Form.</p> <p>11 A I'd like you to define what you mean by</p> <p>12 "control."</p> <p>13 Q Sir, I can't define it any more than</p> <p>14 you're willing to tell me what is in this</p> <p>15 sentence. You wrote this sentence. You provided</p> <p>16 this information to my client, and now I'm trying</p> <p>17 to understand what you meant.</p> <p>18 MS. BARRAZA: Objection. Misstates</p> <p>19 testimony.</p> <p>20 A Yeah, this is not -- I haven't testified</p> <p>21 that this is my statement. You're misrepresenting</p> <p>22 my statement.</p> <p>23 Q Sir, your signature is at the bottom.</p> <p>24 Your electronic signature is at the bottom. This</p> <p>25 is information that you provided to Mr. Hallberg,</p>	<p style="text-align: right;">page 194</p> <p>1 reportable income," and there's a table there.</p> <p>2 And so does that now further refresh your</p> <p>3 recollection that you wrote this?</p> <p>4 A No, it does not.</p> <p>5 Q And it's your testimony that you didn't</p> <p>6 write all of the blue sections of this</p> <p>7 correspondence?</p> <p>8 A I would object in that you're misstating</p> <p>9 my testimony.</p> <p>10 Q Well, tell me what it is.</p> <p>11 A My testimony, again, and for the last</p> <p>12 time, is that I don't recall this information</p> <p>13 being communicated, and I'm doing so without</p> <p>14 either an admission or denial that I wrote this.</p> <p>15 I just don't recall, and I've said it 12 times, so</p> <p>16 I'd appreciate if we could move on.</p> <p>17 Q I'll move on when I'm ready, Mr. Bloom,</p> <p>18 and when I think I've received a truthful answer.</p> <p>19 To date, I don't believe I've received a truthful</p> <p>20 answer.</p> <p>21 Is not your ending to this</p> <p>22 correspondence, "All the best. Jay"?</p> <p>23 A That is my ending in tens of thousands</p> <p>24 of emails that I --</p> <p>25 Q That was going to be my next question.</p>
<p style="text-align: right;">page 193</p> <p>1 and you know it. We talked about it yesterday.</p> <p>2 All I'm trying to figure out is what you were</p> <p>3 referring to when you say "compromise and/or</p> <p>4 expose trust accounts." What is it that you're</p> <p>5 referring to?</p> <p>6 MS. BARRAZA: Objection. Form.</p> <p>7 A Without admitting or changing my</p> <p>8 testimony and representing that this is my</p> <p>9 statement, I don't know what that references.</p> <p>10 Q The next paragraph, "We deal with</p> <p>11 confidential, highly sensitive, proprietary data</p> <p>12 on a constant basis and simply ask that you go</p> <p>13 under NDA to confirm that he can perform absent</p> <p>14 liquidity from third-party sources -- judgment,</p> <p>15 collection, litigation findings. We can move</p> <p>16 quickly if we have adequate information. Perhaps</p> <p>17 the first two pages of his tax return for the past</p> <p>18 two years, plus a current copy of the account</p> <p>19 statement from where the payments will be made.</p> <p>20 Would welcome your thoughts."</p> <p>21 It appears to be your response, "In</p> <p>22 trying to help get this over the finish line,</p> <p>23 attached are 2014 and 2015 tax returns, first</p> <p>24 pages. 2016 is under extension and to be filed</p> <p>25 October of '17. Again these returns show</p>	<p style="text-align: right;">page 195</p> <p>1 Isn't that generally how you end you emails?</p> <p>2 A Generally, yes.</p> <p>3 Q And is it your testimony today, as you</p> <p>4 sit here, after all of the prompting, that you did</p> <p>5 not write the portions of this email that are in</p> <p>6 blue?</p> <p>7 MS. BARRAZA: Objection. Asked and</p> <p>8 answered.</p> <p>9 A And add an objection that it misstates</p> <p>10 my testimony again.</p> <p>11 And I would refer you back to my</p> <p>12 previous 12 answers and incorporate them here</p> <p>13 again.</p> <p>14 Q I'll restate my question. Is it your</p> <p>15 testimony that after reviewing this document and</p> <p>16 all of the questions that we've gone through</p> <p>17 yesterday and today that you don't recall writing</p> <p>18 this, all of the blue portions of this email?</p> <p>19 A I don't recall writing the blue portions</p> <p>20 of this email. That is neither an admission nor a</p> <p>21 denial that I did so.</p> <p>22 Q Okay. In regards to the flamethrower</p> <p>23 incident, both in court and I believe yesterday,</p> <p>24 you have testified that there was -- you had a</p> <p>25 witness that no fireworks took place at 5148</p>

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1 Spanish Heights Drive; do you recall that?
 2 MS. BARRAZA: Objection. Asked and
 3 answered.
 4 **A I have dozens of witnesses.**
 5 Q And you said one them was a supreme
 6 court judge. Do you remember that?
 7 **A I don't recall making that**
 8 **representation, but you certainly have access to**
 9 **my guest list through your other client.**
 10 Q And I also have the transcript of the
 11 hearing where you said it. But do you recall who
 12 the supreme court judge was that witnessed no
 13 fireworks at your 4th of July party?
 14 **A Objection. I believe you're misstating**
 15 **my testimony.**
 16 Q Was there a supreme court judge at your
 17 4th of July party?
 18 **A I imagine there was at least one,**
 19 **probably several.**
 20 Q And do you recall who they were?
 21 **A No. I'd have to go back and check my**
 22 **records.**
 23 Q I'll leave a blank in your deposition.
 24 Would you please fill in who the supreme court
 25 judge that you claim witnessed this was. I don't

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1 want to have to subpoena all of them.
 2 INFORMATION TO BE SUPPLIED
 3 _____
 4 _____
 5 _____
 6 BY MR. MUSHKIN:
 7 Q Now, yesterday you claimed that somebody
 8 made a misrepresentation to you regarding the
 9 third mortgage. Do you recall that testimony?
 10 **A I do.**
 11 Q Who made a misrepresentation to you?
 12 MS. BARRAZA: Objection. Asked and
 13 answered.
 14 You can answer.
 15 **A It would have been Alan Hallberg.**
 16 Q Alan who?
 17 **A Alan Hallberg.**
 18 Q Hallberg, yes. And when did he make
 19 that misrepresentation to you?
 20 **A Throughout the course of the**
 21 **transaction.**
 22 Q And how did he make that
 23 misrepresentation to you? What was misrepresented
 24 to you?
 25 **A Nature of the obligation. Mr. Hallberg**

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1 **represented that there was a third position**
 2 **mortgage, and there wasn't a third position**
 3 **mortgage. There was a commercial loan to a**
 4 **restaurant with guarantees by individuals having**
 5 **nothing to do with the trust that years later**
 6 **would provide the service pledgor for the rental**
 7 **property, even though the trust, the owner of the**
 8 **property, was neither a debtor under the**
 9 **commercial loan to the restaurant nor a guarantor.**
 10 **There never was a third mortgage. It was a**
 11 **commercial loan to a restaurant.**
 12 Q So can you show me where it says
 13 anywhere there was a mortgage?
 14 **A I don't have documents handy, and I**
 15 **don't know that you included them in your exhibit**
 16 **pack.**
 17 Q Well, let's take a look at the
 18 Forbearance Agreement, and we'll scroll through it
 19 for you. Can you see the Forbearance Agreement?
 20 **A I can.**
 21 Q So can you show me -- let's go through
 22 this in detail and see if you can find where it
 23 says mortgage. Because I'll represent to you that
 24 I couldn't find anywhere where it said anything
 25 other than deed of trust.

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1 **A I'll represent to you that I never**
 2 **represented that the representation took place in**
 3 **the Forbearance Agreement.**
 4 Q Well, you saw the merger clause in the
 5 agreement; correct?
 6 **A No.**
 7 Q Well, let's take our time, then. Let's
 8 go back to the end of the agreement.
 9 So it's in paragraph 15, the Integration
 10 clause. We're at section (b). It says,
 11 "Supersede all oral negotiations and prior or
 12 other writings with respect to the subject matter;
 13 are intended by the parties as the final
 14 expression of the agreement with respect to the
 15 terms and conditions set forth in those documents
 16 and as the complete and exclusive statement of the
 17 terms agreed to by the parties." Do you see that?
 18 **A No. Your office is still scrolling**
 19 **through the document.**
 20 Q Well, I'll just represent to you, and
 21 then at the very end it says that no
 22 modifications -- let's go right to that, which is
 23 at the top of page 20, "No modifications" --
 24 **A Can you go back up to that paragraph?**
 25 Q Sure.

<p style="text-align: right;">page 200</p> <p>1 A Stop right there.</p> <p>2 Q It does say third mortgage. You're</p> <p>3 right?</p> <p>4 A It does.</p> <p>5 Q Great, the one place we found it. Now</p> <p>6 let's go farther along. "No modification of this</p> <p>7 Forbearance Agreement or the Amended Note and</p> <p>8 Modified Deed of Trust shall be effective unless</p> <p>9 in writing and signed by the applicable parties to</p> <p>10 be bound thereby." Do you see that?</p> <p>11 A I do.</p> <p>12 Q So you know there's a merger clause;</p> <p>13 right? There can't be any modification to this;</p> <p>14 right?</p> <p>15 MS. BARRAZA: Objection. Form.</p> <p>16 BY MR. MUSHKIN:</p> <p>17 Q Unless it's in writing?</p> <p>18 MS. BARRAZA: Same objection.</p> <p>19 BY MR. MUSHKIN:</p> <p>20 Q Correct?</p> <p>21 A There is a modification clause in the</p> <p>22 document based upon a fraudulent misrepresentation</p> <p>23 that the third mortgage existed, which clearly</p> <p>24 does not.</p> <p>25 Q You keep saying it, but it clearly --</p>	<p style="text-align: right;">page 202</p> <p>1 that correct?</p> <p>2 A Alan Hallberg was not acting in an</p> <p>3 individual capacity, so it would have been CBC</p> <p>4 that made the fraudulent misrepresentation.</p> <p>5 Q Okay. So let's go through this</p> <p>6 Forbearance Agreement. All right? Let's start</p> <p>7 with The Parties and Background. Now, in the</p> <p>8 first paragraph, it's disclosed that there's a</p> <p>9 note, a secured promissory note dated June of</p> <p>10 2012; is that correct?</p> <p>11 A That's what the document appears to say.</p> <p>12 Q And you've seen the documents in this</p> <p>13 case now. In fact, there is a note dated</p> <p>14 June 22nd, 2012; correct?</p> <p>15 A I believe I've seen that document during</p> <p>16 the course of discovery in this litigation.</p> <p>17 Q And it's been amended by ten subsequent</p> <p>18 amendments -- we provided those amendments --</p> <p>19 isn't that correct?</p> <p>20 A I believe I've seen the amendments in</p> <p>21 the course of discovery in this litigation.</p> <p>22 Q All of which have been executed by KCI</p> <p>23 Investments, LLC and Preferred Restaurant Brands;</p> <p>24 correct.</p> <p>25 A That is what it says.</p>
<p style="text-align: right;">page 201</p> <p>1 the note and deed of trust clearly exists. They</p> <p>2 were provided to you, weren't they?</p> <p>3 A A commercial loan is not a mortgage.</p> <p>4 Q Okay. Well, I don't know where you come</p> <p>5 up with that, but that's okay with me, if that's</p> <p>6 what you think.</p> <p>7 Now, let's go on. Tell me, so is that</p> <p>8 the only misrepresentation that was made to you,</p> <p>9 is that somehow that this note and deed of trust</p> <p>10 are not a mortgage?</p> <p>11 A I am without sufficient information to</p> <p>12 answer that question, because I wouldn't have</p> <p>13 known that was a misrepresentation until we got</p> <p>14 into discovery. So I'm not going to say that's</p> <p>15 the only misrepresentation until we complete</p> <p>16 discovery, because we may find additional</p> <p>17 misrepresentations like we found that.</p> <p>18 Q So today you don't know of any</p> <p>19 misrepresentation other than this alleged "There</p> <p>20 is no third mortgage"?</p> <p>21 A I'm not aware of any other fraudulent</p> <p>22 misrepresentations or admissions or omissions.</p> <p>23 Q That's good.</p> <p>24 And the only person that you think made</p> <p>25 this representation to you is Alan Hallberg; is</p>	<p style="text-align: right;">page 203</p> <p>1 Q So you know before the 27th of September</p> <p>2 2017 that this loan originates at KCI; correct?</p> <p>3 A Now I can't recall what I understood at</p> <p>4 the time, other than the representation was there</p> <p>5 was a third mortgage on the property.</p> <p>6 Q Thank you.</p> <p>7 "The amended note is secured by certain</p> <p>8 personal guarantees signed by Kenneth and Sheila</p> <p>9 Antos." You were aware of that; correct?</p> <p>10 A Correct.</p> <p>11 Q And then, "The amended note is also</p> <p>12 secured by certain Security Agreements, Subsidiary</p> <p>13 Guarantees, Intercreditor Agreements, Deeds of</p> <p>14 Trust, Assignment the Rents, and Fixture Filings,</p> <p>15 collectively 'the security agreements.'" That was</p> <p>16 disclosed to you before you entered into this</p> <p>17 agreement; correct?</p> <p>18 A That was the representation of CBC</p> <p>19 Partners, although I did not have an opportunity</p> <p>20 to review those documents.</p> <p>21 Q "In particular, the Amended Note is</p> <p>22 secured by a certain Deed of Trust, Assignment of</p> <p>23 Rents, Security Agreement, and Fixture Filing made</p> <p>24 as of December 17th, 2014, by Ken and Sheila</p> <p>25 Antos, Trustees of the Kenneth and Sheila Antos</p>

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1 Living Trust dated April 26, 2007, and any
2 amendments thereto." Do you see that?

3 **A I do see it.**

4 **Q** And that was disclosed to you in advance
5 of September 27th; correct?

6 **A It was disclosed that there was a deed
7 of trust against the third mortgage. It was not
8 disclosed that it was a deed of trust against a
9 commercial loan to a restaurant unrelated to the
10 trustor who made the pledge against no obligation.**

11 **Q** Well, how can you say that when it shows
12 you in paragraph 1 that it's KCI that's the maker
13 of the note?

14 **A Well, because the Antos Trust could have
15 been an additional guarantor or could have been an
16 additional borrower. The note wasn't provided,
17 and they represented it was a third mortgage. If
18 the Antos Trust was a borrower as well or an
19 additional guarantor, then it would actually be a
20 mortgage. All mortgages are notes, but not all
21 notes are mortgages. In this case, we have a
22 commercial loan, which is not a mortgage, that was
23 misrepresented as a third mortgage.**

24 **Q** It was always represented as a
25 commercial loan, wasn't it, Mr. Bloom?

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1 **A You showed me at least one document
2 where it was represented as a third mortgage.**

3 **Q** That is a third mortgage, Mr. Bloom.
4 Isn't the first mortgage held by City, National?

5 **A Yes, that's a loan against the property.**

6 **Q** And isn't the second mortgage held by
7 Northern Trust?

8 **A That is also a loan against the
9 property.**

10 **Q** And isn't the third mortgage held by
11 CBCI subsequently assigned to 5148?

12 **A No. There was never --**

13 **MR. MUSHKIN:** Ms. Barraza, please don't
14 shake your head. That would be coaching.

15 **A I'm looking at you. I'm not even
16 looking at her.**

17 **There was never a third mortgage. This
18 is a commercial loan to a restaurant, not a loan
19 to the pledgor of the deed of trust. The pledgor
20 of the deed of trust has no obligation under that
21 note. This is a commercial loan where years after
22 the fact --**

23 **Q** And, Mr. Bloom, I understand --

24 **A I'm sorry. You're going to have to let
25 me finish my answer.**

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1 **There was never a third mortgage that
2 was issued against this property. There was a
3 commercial loan where years after the fact the
4 guarantors caused a nonparty to issue a deed of
5 trust against a commercial loan to a restaurant,
6 years after the fact, without consideration and
7 pledging its interest as collateral against a
8 commercial loan to which it had no privity. It
9 was not a borrower under the commercial loan to
10 the restaurants. The pledgor was not a guarantor
11 under the commercial loan to the restaurants. It
12 had no privity to the commercial loan, and yet
13 years after the fact, it pledged an interest as
14 pledgor under a commercial loan to which it had no
15 nexus.**

16 **Q** Isn't that exactly what you did in this
17 transaction to First 100, Mr. Bloom?

18 **A No, I never claimed there was a
19 mortgage.**

20 **Q** No, you pledged an interest in a
21 judgment as security for payment of a note that
22 First 100 has no privity with. SCJV has no
23 privity only SHAC. You did the exact same thing,
24 didn't you, sir?

25 **MS. BARRAZA:** Objection. Form.

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1 **A Not even close. Now you're offering
2 misstatements in your own testimony. That's not
3 even close.**

4 **Q** Well, who had privity for offering a
5 piece of that \$2.2 billion judgment? Where was
6 the privity there, sir?

7 **MS. BARRAZA:** Objection. Form.

8 **A SJC is part owner of First 100. So SJC
9 had the ability to pledge its interest in the
10 First 100 judgment from the proceeds it realizes
11 from the First 100 judgment, which it did, and it
12 did so without claiming that it's a mortgage.
13 It's not a mortgage. A mortgage is a very
14 specific instrument.**

15 **MR. MUSHKIN:** We're going to be here a
16 while today, Danielle.

17 **BY MR. MUSHKIN:**

18 **Q** So we're going to have to go through
19 this paragraph by paragraph, Mr. Bloom.

20 **So you claim it's a misrepresentation.
21 What part of this Forbearance Agreement, other
22 than the word "third mortgage" is a
23 misrepresentation? Because I don't expect -- I
24 want to be clear. Your definition is not going to
25 be my definition. My definition is the order on**

<p style="text-align: right;">page 208</p> <p>1 title. There's a first deed of trust, a second 2 deed of trust, and a third deed of trust. Whether 3 they are -- you want to call them a mortgage, it 4 is of no consequence. You can call them what you 5 want. Throughout this document, I want to know 6 what misrepresentation was made. 7 A In the paragraph that you -- I'm sorry. 8 Are you done with your question? 9 Q No. Let's go paragraph 1. Is there a 10 misrepresentation in paragraph 1, A1? 11 A I don't believe so. 12 Q Is there a misrepresentation in 13 paragraph A2? 14 A I don't believe so. 15 Q Is there a misrepresentation in 16 paragraph 3? 17 A There's a material omission. 18 Q Didn't ask you that. I'm asking for a 19 misrepresentation. 20 MS. BARRAZA: Objection. Form. 21 Go ahead. 22 This is -- he was answering the 23 question, and it's a totally inappropriate line of 24 questioning. 25 But go ahead.</p>	<p style="text-align: right;">page 210</p> <p>1 obligation under the note being secured. The 2 pledgor had no obligation, and was not disclosed. 3 Q So I understand what you said. I wish 4 that I really understood it, but I don't. 5 So let's look at paragraph 4. Are there 6 any misrepresentations in paragraph 4? 7 A It says CBC is entitled to pursue 8 certain remedies under the loan documents. I 9 don't know that necessarily to be true, 10 entitlement to collect against a party which 11 doesn't have an obligation under a commercial loan 12 to which it has no privity. 13 Q So if you provided me as the -- well, 14 you provided a security agreement in this case 15 that covers that judgment that First 100 has and 16 that you claim SCJV has a 24.-something percent 17 interest; is that correct? 18 MS. BARRAZA: Objection. Form. 19 A No, that's not correct. 20 Q Tell me where I'm wrong? 21 A SCJV is not an entity with which I'm 22 familiar. 23 Q Jay, just -- SJC. How is that? 24 A That is an entity with which I'm 25 familiar.</p>
<p style="text-align: right;">page 209</p> <p>1 A It's a material omission, which is a 2 form of misrepresentation. 3 Q So I want to know what's the 4 misrepresen- -- what was omitted? It says 5 "Collectively, the modified deed of trust that 6 encumbers the property commonly known as 5148 7 Spanish Heights Drive, the property." What's the 8 material omission? 9 A The omission is that the pledgor had no 10 obligation under the commercial loan. 11 Q It says it in the first very paragraph, 12 sir. It says KCI, and it says that the Antoses 13 are guarantors. Tell me where there's a 14 misrepresentation? 15 A The Antos Trust is not an obligor nor is 16 it a guarantor, and it was represented that it 17 was. And it's material omission not to -- 18 Q Where is it represented that it was? 19 A I'm sorry. You really have to let me 20 finish my question. 21 Q I'm sorry. I'm sorry. 22 A It's a material omission not to disclose 23 that the pledgor has no obligation under the note 24 which it's collateralizing. The pledgor's 25 obligation under a deed of trust is to secure its</p>	<p style="text-align: right;">page 211</p> <p>1 Q So you provided that security interest; 2 correct? 3 A SJC provided that security interest. 4 Q Okay. And for the very same reasons 5 that you've just stated, doesn't CBC have the very 6 same issues that you're now raising? 7 A No. 8 MS. BARRAZA: Objection. Form. 9 You can answer. 10 A No, it does not. 11 Q Why? 12 A SJC is an owner, a part owner of First 13 100. SJC is entitled to receive a portion of any 14 proceeds realized. It has the ability to pledge 15 its interest in those proceeds realized. CBC, 16 however, represented that it had a third mortgage. 17 It does not. It never did. It had a commercial 18 note to a restaurant that after the fact, when the 19 restaurant couldn't pay the note, when the 20 restaurant couldn't pay the commercial note and 21 guarantors couldn't pay the commercial note, they 22 then procured a deed of trust from an entity that 23 had no nexus to the commercial loan to the 24 restaurant. Totally different situation than SJC 25 pledging a portion of its interest and proceeds</p>

<p style="text-align: right;">page 212</p> <p>1 realized under a judgment to which it's entitled</p> <p>2 to distribution. That is not the same thing,</p> <p>3 not even close.</p> <p>4 Q Well, let's go through it. So the Antos</p> <p>5 Trust owns the property. The Antos Trust, you</p> <p>6 say, has no relationship to KCI, and it pledges</p> <p>7 its interest in the house as additional</p> <p>8 collateral. First 100 through SJCVC pledges its</p> <p>9 interest in the judgment. It has no relationship</p> <p>10 to the obligation being undertaken by SHAC. It's</p> <p>11 precisely the same thing, sir. Tell me how it</p> <p>12 differs?</p> <p>13 A Well, there's a couple ways. In your</p> <p>14 example, the Antos Trust had no privity. I think</p> <p>15 we're in agreement that the Antos Trust had no</p> <p>16 privity to the borrower. However, in my example,</p> <p>17 in my situation, SJC owned First 100. SJC owned</p> <p>18 an interest in SHAC. It has the ability to pledge</p> <p>19 its interest in distributable proceeds it intends</p> <p>20 to receive as collateral. It has privity to every</p> <p>21 party in the transaction. However, in the Antos</p> <p>22 situation, the Antos trust was not an obligor, was</p> <p>23 not a borrower, did not have common ownership.</p> <p>24 There's no nexus that would provide for the Antos</p> <p>25 Trust to provide a guarantee on a loan to which</p>	<p style="text-align: right;">page 214</p> <p>1 Can you see the document that's entitled</p> <p>2 Kenneth M. Antos and Sheila Neumann-Antos,</p> <p>3 Trustees of the Kenneth and Sheila Antos Living</p> <p>4 Trust Dated April 26, 2007?</p> <p>5 MR. MUSHKIN: We can go off the record</p> <p>6 for just a minute.</p> <p>7 (Pause in the proceedings.)</p> <p>8 BY MR. MUSHKIN:</p> <p>9 Q Have you ever seen this document before?</p> <p>10 A I don't believe so.</p> <p>11 Q So let's go to the signature page. So</p> <p>12 you're aware that the deed of trust is dated</p> <p>13 December 17th, 2014; correct?</p> <p>14 A Not from recollection.</p> <p>15 Q This document authorizes the note and</p> <p>16 deed of trust, does it not?</p> <p>17 A I don't know. I can only see part of</p> <p>18 the paragraph and half of one of the signature</p> <p>19 lines.</p> <p>20 Q Okay. So let's go back and let you read</p> <p>21 it from the top. Tell us when you need us to</p> <p>22 scroll. Did you get a chance to read it all,</p> <p>23 Mr. Bloom? Sorry we didn't hear you?</p> <p>24 A I had a chance to read it.</p> <p>25 Q Do you understand what this document is?</p>
<p style="text-align: right;">page 213</p> <p>1 it's not a party or to assume the obligation of</p> <p>2 such loan, and especially in the absence of any</p> <p>3 consideration.</p> <p>4 Q Well, let's take a look at the parties</p> <p>5 to the Forbearance Agreement? Would you take a</p> <p>6 look at page 25. Well, look at that. The trust</p> <p>7 is a party to the Forbearance Agreement</p> <p>8 contractual privity. It's exactly the same thing,</p> <p>9 isn't it, Mr. Bloom?</p> <p>10 A I don't agree that it is, because it's</p> <p>11 not a party to the note which creates the</p> <p>12 obligation. The Forbearance Agreement doesn't</p> <p>13 create the obligation.</p> <p>14 Q Mr. Bloom, CBC is not a party to the</p> <p>15 judgment that creates the judgment. You're</p> <p>16 assigning an interest in the judgment to a</p> <p>17 nonparty, exactly the same thing that's happening</p> <p>18 here. They're assigning a security interest as a</p> <p>19 nonparty. The exact same thing that you did,</p> <p>20 isn't it, Mr. Bloom?</p> <p>21 A Not even close.</p> <p>22 Q Not even close. Okay.</p> <p>23 Now let's go back to -- I want to shift</p> <p>24 to another document. Hang on one second, then</p> <p>25 we'll go back to this.</p>	<p style="text-align: right;">page 215</p> <p>1 A I believe so.</p> <p>2 Q Tell me what you believe this document</p> <p>3 is?</p> <p>4 A I believe this is a document authorizing</p> <p>5 the trust to do business with CBC.</p> <p>6 Q And given this document, given the</p> <p>7 recitations that we went through in the</p> <p>8 Forbearance Agreement, do you still believe that</p> <p>9 there was somehow a misrepresentation to you?</p> <p>10 A Yes. Yes, I do.</p> <p>11 Q Now, you noticed above this document</p> <p>12 calls out that the loan is guaranteed by the</p> <p>13 trustees individually and not in their capacity as</p> <p>14 trustee?</p> <p>15 A Correct, I do see that.</p> <p>16 Q Okay. Good.</p> <p>17 Now let's go back to 002. Okay.</p> <p>18 Paragraph 4. The events of default, when you</p> <p>19 entered into this transaction, you were aware that</p> <p>20 the CBC obligation was in default; is that</p> <p>21 correct?</p> <p>22 A It was represented to me that KCI</p> <p>23 Restaurants and Restaurant Brands, the borrowers,</p> <p>24 were in default of their note, and the Antoses</p> <p>25 individually as guarantors were in default of</p>

<p style="text-align: right;">page 216</p> <p>1 their obligations under the note.</p> <p>2 Q Who represented that to you?</p> <p>3 A Alan Hallberg, CBC.</p> <p>4 Q Okay. And so is there any</p> <p>5 misrepresentation in paragraph 4?</p> <p>6 A I would take exception with "These</p> <p>7 remedies include foreclosing on the property in</p> <p>8 accordance with the deed of trust." I don't think</p> <p>9 that's an actual remedy that's provided for under</p> <p>10 the deed of trust due to defect.</p> <p>11 Q What makes you say that?</p> <p>12 A Because the deed of trust secures a note</p> <p>13 for which there's no obligation of the trust.</p> <p>14 Q But you just saw the document from the</p> <p>15 trust authorizing the deed of trust and security</p> <p>16 agreement?</p> <p>17 A Yeah, I just saw a document that</p> <p>18 authorizes the trust to conduct business. The</p> <p>19 actual business, had it been conducted, would have</p> <p>20 resulted in the trust joining the commercial loan</p> <p>21 as an obligor or a guarantor. I see that</p> <p>22 document, so --</p> <p>23 Q Are you an attorney?</p> <p>24 A Are you asking me for legal</p> <p>25 interpretations?</p>	<p style="text-align: right;">page 218</p> <p>1 A My understanding of what constitutes a</p> <p>2 mortgage.</p> <p>3 Q So you say that there's no third</p> <p>4 mortgage?</p> <p>5 A Well, I did spend ten years at JPMorgan</p> <p>6 Chase -- well, Manufacturers Hanover, and I had</p> <p>7 ten years in banking, and my last three years with</p> <p>8 the real estate group, so I am familiar with what</p> <p>9 constitutes a mortgage, even though I didn't go to</p> <p>10 law school.</p> <p>11 Q You don't have a document anywhere that</p> <p>12 says there's no mortgage, do you?</p> <p>13 A Yeah. During discovery in the course of</p> <p>14 this litigation, we found that there was a</p> <p>15 commercial loan made to the restaurant, with the</p> <p>16 Antoses as individual guarantors, but I have yet</p> <p>17 to see a single document that says mortgage, and</p> <p>18 I've never seen a mortgage that's not identified</p> <p>19 as a mortgage. It was represented that a third</p> <p>20 mortgage existed. I have yet to see a third</p> <p>21 mortgage.</p> <p>22 Q Sir, isn't it true that what was</p> <p>23 represented to you is that there is a first</p> <p>24 modification to deed of trust, assignment of</p> <p>25 rents, security agreements, and fixture filings</p>
<p style="text-align: right;">page 217</p> <p>1 Q Are you an attorney, sir?</p> <p>2 A I am not.</p> <p>3 Q Thank you.</p> <p>4 Been to law school?</p> <p>5 A I've taken business law classes.</p> <p>6 Q I asked if you went to law school?</p> <p>7 A I went to Fordham, which has a law</p> <p>8 school, but no.</p> <p>9 Q You have not been to law school?</p> <p>10 A I have not.</p> <p>11 Q Thank you.</p> <p>12 Let's look at paragraph 5. Are there</p> <p>13 any misrepresentations in paragraph 5?</p> <p>14 A If you can scroll down further through</p> <p>15 the rest of the paragraph.</p> <p>16 No, there's no misrepresentations,</p> <p>17 although these representations and agreement was</p> <p>18 made -- were made under the assumption that a</p> <p>19 third mortgage, as represented, actually existed.</p> <p>20 So I didn't rely upon representations that turned</p> <p>21 out to not to be true.</p> <p>22 Q What turned out not to be true?</p> <p>23 A There was no third mortgage that</p> <p>24 existed.</p> <p>25 Q Says who?</p>	<p style="text-align: right;">page 219</p> <p>1 which appears on page 2 of the Forbearance</p> <p>2 Agreement?</p> <p>3 A Are you referencing something on the</p> <p>4 screen now?</p> <p>5 Q Isn't that what it says right there,</p> <p>6 sir?</p> <p>7 A That is what it says.</p> <p>8 Q Thank you.</p> <p>9 So let's go to paragraph 3 on page 3.</p> <p>10 Any misrepresentation in paragraph 3?</p> <p>11 A No.</p> <p>12 Q Take a look at paragraph 4. Any</p> <p>13 misrepresentations in paragraph 4?</p> <p>14 A If you could scroll to the bottom of</p> <p>15 paragraph 4. No, paragraph 4 is accurate in that</p> <p>16 it references the security agreement, and there's</p> <p>17 no mention of a pledge agreement, so it's</p> <p>18 accurate.</p> <p>19 Q So I asked you earlier who the owner of</p> <p>20 SJCV was, and you said that you were the sole</p> <p>21 member or that you had a partner. Do you recall</p> <p>22 your testimony?</p> <p>23 A No, I don't recall that testimony.</p> <p>24 Q Well, that's what you said. You said</p> <p>25 for a while you had a partner, and you wouldn't</p>

<p style="text-align: right;">page 220</p> <p>1 tell me who, and that sometimes you were the sole 2 owner. So let's go through it again. 3 A I think the testimony to which you're 4 referring was questions relating to Leading 5 Ventures and Enterprise Matching. 6 Q No, sir. I was asking you about SJCVC. 7 Are you the sole owner of SJCVC? 8 A No. 9 Q Who is the owner of SJCVC? 10 A A family trust. 11 Q When I asked you that yesterday, did you 12 not recall it? 13 A You didn't ask me that yesterday. 14 Q So, and is the Tangled Web Family Trust 15 the sole member of SJCVC? 16 A Yes, it is. 17 Q Has it always been the sole member of 18 SJCVC? 19 A Yes, it is. 20 Q So let's take a look at what you claim 21 is not a misrepresentation. And it says right 22 after, "Mr. Bloom is also the manager of SJCVC, the 23 SJCVC parties," it says, "As a material term of the 24 Forbearance Agreement which forms the basis of the 25 bargain, Mr. Bloom, as the managing member of</p>	<p style="text-align: right;">page 222</p> <p>1 Q I didn't hear your answer, sir? 2 A Correct. I'm sorry. I'm not finished. 3 Correct, to the extent that we disagree 4 on what those obligations consist of. 5 Q So the obligations owing from the Antos 6 parties to CBCI as of April (sic) 21st, 2017, the 7 amount of 2,935,001.14 for unpaid principal 8 balance. Do you see that? 9 A I do. 10 Q Two, "Certain protection payments as 11 defined in Exhibit B," that we went over 12 yesterday; do you recall that? 13 A I do. 14 Q And "Pre-forbearance protection payments 15 as defined in Exhibit B in the amount of 16 \$1,315,105 in interest at the rate of 20 percent." 17 Do you see that? 18 A I see that. 19 Q "In addition, amounts for accrued and 20 accruing interest, recoverable costs, certain 21 indemnities, post-forbearance protection payments, 22 and other note expenses as described below," do 23 you see that? 24 A I see that. 25 Q And those are the obligations that you</p>
<p style="text-align: right;">page 221</p> <p>1 First Holdings -- First 100 Holdings and as the 2 manager of SJCVC, have agreed that SJCVC will 3 execute the security agreement described herein 4 and that First 100 Holdings will acknowledge its 5 consent that SJCVC execute the security agreement, 6 which will require First 100 Holdings and SJCVC to 7 guarantee the obligations of SHAC and SJCVC under 8 this forbearance." Do you see that? 9 A I do. 10 Q It doesn't say the word mortgage, does 11 it? 12 A Not in this paragraph. 13 Q And it says you will guarantee the 14 obligations under the Forbearance Agreement; 15 correct? 16 A The obligations as understood to be the 17 third mortgage as represented by CBC. Obligations 18 is not a defined term here. I put it in context 19 for you. 20 Q You guaranteed the obligations of SHAC 21 and SJCVC under this forbearance through that 22 judgment; isn't that correct? 23 MS. BARRAZA: Objection. Form. 24 A Sounds like we disagree on what those 25 obligations consist of.</p>	<p style="text-align: right;">page 223</p> <p>1 agreed to pay; correct? 2 A Those are the obligations of the Antos 3 parties at the beginning of this paragraph. 4 Q And that is the obligation owing that 5 you agreed to pay in paragraph 4, those are the 6 obligations you agreed to pay; correct? 7 A I don't -- 8 MS. BARRAZA: Objection. Form. 9 A I don't see in this agreement where SJC 10 agreed to pay the obligations of the Antos 11 parties. 12 Q Let's go back to paragraph 4. "As a 13 material term of the Forbearance Agreement, which 14 forms the basis of the bargain, Mr. Bloom, as the 15 managing member of 100 Holdings -- First 100 16 Holdings and as the manager of SJC have agreed 17 that SJC will execute the security agreement 18 described herein; and that First 100 Holdings will 19 acknowledge its consent that SJC execute the 20 security agreement, which will require First 100 21 Holdings and SJC to guaranty the obligation of 22 SHAC and SJCVC under this forbearance." Isn't that 23 what that says? 24 A That is what it says, which is 25 completely different than the guaranty of the</p>

<p style="text-align: right;">page 224</p> <p>1 Antos parties' obligations in the previous 2 paragraph reviewed. 3 Q And it is exactly what the Forbearance 4 Agreement is addressing, the exact content of the 5 next paragraph, that the obligations are set out 6 in that next paragraph; is not that correct? 7 MS. BARRAZA: Objection. Form. 8 A Scroll to the next paragraph. The 9 obligations owed from the Antos parties to CBC. 10 That is not the obligation of SHAC or SJC. I 11 think we are going to disagree on this till the 12 end of time. 13 Q Sir, we're going keep doing those till 14 you read the obligation. It says "guaranty the 15 obligations of SHAC and SJC under this 16 forbearance." Do you see that? 17 A I see that. 18 Q And wasn't it agreed that the property 19 would be transferred to SHAC? 20 A Yes, it was agreed the property would be 21 transferred to SHAC. 22 Q Well, then what obligations are being 23 discussed in paragraph 4 if not the obligations of 24 the CBCI note? 25 A The obligations of the owner of the real</p>	<p style="text-align: right;">page 226</p> <p>1 subject of the Forbearance Agreement? 2 A It' not on the screen. 3 Q It's right in front of you, sir. 4 A I have the recitals on the screen right 5 in front of me. That's not what you're referring 6 to. 7 Q CBC is the holder of a certain Secured 8 Promissory Note which was amended ten subsequent 9 times, all of which have been executed by KCI, LLC 10 and Preferred Brands. That's the subject of the 11 Forbearance Agreement, sir, the Amended Note. 12 MS. BARRAZA: Is that a question? Or 13 what's the question? 14 A It sounded like a statement. 15 Q Isn't it true that that is what SJC and 16 SHAC are guaranteeing? 17 A SJC and SHAC were guaranteeing the third 18 mortgage misrepresented, an obligation of the 19 Antos Trust, which is the owner of the property, 20 in exchange for transfer of the property to SHAC. 21 I know you don't like the answer, and you can put 22 the palm over your face all you want, but that's 23 the reality of the situation. 24 Q Well, I will certainly say that's what 25 you've been saying. I'm not sure I would agree</p>
<p style="text-align: right;">page 225</p> <p>1 property transferring it, which would be the Antos 2 Trust, which obligation was supposed to be under 3 a third mortgage that turned out not to exist. 4 Q Okay. Here we go again. 5 A Nowhere in this document -- let my 6 finish my answer. 7 Nowhere in this document does it say 8 that SJC and SHAC are agreeing to pay the 9 obligations of the Antos parties. We read that 10 paragraph three times, and it doesn't say that 11 anywhere, and you keep insisting it does. It does 12 not. 13 Q That's exactly what it says, the 14 obligations under this forbearance. What is the 15 obligation under the forbearance, sir? 16 A Well, there's a number. There's -- 17 Q Let's go to paragraph 1. It will show 18 you. 19 A Okay. 20 Q A1, "Promissory Note dated June 22, 21 2012." 22 A Wait till the document scrolls to what 23 you're reading. 24 Q Certain Promissory Note dated June 22nd, 25 2012, and ten subsequent amendments, that's the</p>	<p style="text-align: right;">page 227</p> <p>1 that it's the reality, sir. 2 A And it's going to be what I keep saying, 3 so stop asking the same question. My answer 4 doesn't change. 5 Q So you're going to deny the clear 6 writing of the contract; is that your position, 7 sir? 8 MS. BARRAZA: Objection. Misstates 9 testimony. 10 A I'm not denying the clear language of 11 the contract. You're trying to misinterpret and 12 make it fit -- you're trying to make a square peg 13 fit in a round hole. It just doesn't work. 14 Q Well, let's talk about the bargain that 15 you made. So we provided you the email that you 16 wrote in July that lays out the structure of this 17 deal. So you were the one that was the architect 18 of the transaction; is that fair? 19 A Looked at, was an opening suggestion of 20 various options. There was a menu of options that 21 we can look through and discuss and negotiate. 22 That is not a conclusive document. It's not final 23 documents. It's a starting point for discussions. 24 Q It is the structure of the transaction 25 that was ultimately agreed to, is it not?</p>

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1 **A I don't know that it's what was proposed**
2 **as the final structure.**

3 Q Well, let's go take a look at that one.
4 We'll go through that one paragraph by paragraph
5 now, too.

6 **A These are delicious. You're really**
7 **missing out.**

8 **All right. This is that document that**
9 **we went over yesterday. Let's take a look at**
10 **SHAC, buyer, obligations.**

11 MS. BARRAZA: Sorry. Can we just put on
12 the record what is the Bates stamp of this?

13 MR. MUSHKIN: 00125 -- I'm sorry, 00125.
14 BY MR. MUSHKIN:

15 Q Okay. Let's take a look at SHAC's
16 obligations. Isn't it true that all of the terms
17 contained in that paragraph are contained in the
18 Forbearance Agreement?

19 **A Well, starting with the first bullet**
20 **point, it references a third lender debt. That**
21 **would be the third mortgage which doesn't exist,**
22 **which would be an obligation of the Antos Trust,**
23 **so no.**

24 Q Isn't it true that in this document you
25 agreed to start 90 days after SHAC was in

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1 possession of the premises to service that debt?
2 You proposed. I'm sorry.

3 **A Correct, I proposed servicing, and I**
4 **even requested to see the third position note, and**
5 **I don't believe that --**

6 Q And you did, didn't you?

7 **A No, I don't believe that was ever**
8 **provided.**

9 Q Didn't you meet with Ken Antos in the
10 conference room at Maier Gutierrez and go over the
11 documents in detail?

12 **A We went over the closing documents. A**
13 **third position note would have been a due**
14 **diligence document that was never provided.**

15 Q Did you ask for it?

16 **A In this email that we're looking at in**
17 **parentheses I said, "I would like to see the**
18 **existing third position note."**

19 Q And you did see it?

20 **A Let me finish my answer.**

21 Q Sorry.

22 **A It was referenced as a third position**
23 **note, as a third position loan. A third position**
24 **loan would have to be a loan to or guaranteed by**
25 **the property owner. It turns out, we found in**

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1 **discovery, that that was never the case.**

2 Q So the second bullet is effect repairs.

3 That's in the Forbearance Agreement you were
4 supposed to effect repairs; correct?

5 **A Yes, with an estimate of about \$100,000.**

6 Q Then it's maintain and provide all
7 costs --

8 **A I'm sorry. I think the final document**
9 **had \$100,000 fixed amount. This was an estimate**
10 **in this document. So it's somewhat different than**
11 **the final document.**

12 Q And I appreciate that. Obviously, it's
13 not going to be word for word. I'm just going on
14 the topics. These topics are addressed. The
15 first topic was addressed, because you paid
16 \$8,000-and-some-odd a month; correct?

17 I didn't hear an answer.

18 **A Correct.**

19 Q Thank you.

20 Repairs we talked about. Ongoing
21 maintenance we talked about. Utilities,
22 insurance, HOA dues, property taxes on a going
23 forward basis, landscaping, pool maintenance,
24 repairs to the premises, a portion of the judgment
25 necessary as additional collateral. And I want to

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1 go into this for just a minute. It says "to the
2 third lender." Now, you claim to know a lot about
3 notes and deeds of trust. How do you know you're
4 a third lender?

5 **A Third position mortgage, a third lender**
6 **would be a lender who is in the third position**
7 **against collateral.**

8 Q So there would be a first, a second, and
9 then a third; correct?

10 **A That's correct.**

11 Q And on the recorded title to 5148,
12 there's a first, City National; there's a second,
13 Northern Trust; and there's a third that's now
14 held by assignment by 5148; correct?

15 **A With the qualification that there's a**
16 **defective third.**

17 Q That's your claim. I understand.

18 **A Because there's no note, underlying note**
19 **for which that deed of trust can serve to secure.**

20 Q And then the next bullet is the earlier
21 of two years, collection of the judgment for
22 the assume and -- you know, pay off the third, and
23 assume or retire the first and second. Do you see
24 those?

25 **A I see those.**

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1 Q And those terms end up in the
2 Forbearance Agreement, don't they?
3 **A Correct.**
4 Q And then the property tax assessments,
5 that's also in there. Okay.
6 **A Correct.**
7 Q Now let's look at the third lender
8 obligation. Re-age any delinquency, that was
9 done; correct? Correct?
10 **A Correct to the extent that there**
11 **actually existed a third position note, which is**
12 **being disputed.**
13 Q I understand. And then "Amend third
14 position note to the 'interest only' payments of
15 3.5 percent for 24 months," is that how you
16 arrived at the \$8,000-some-odd per month, sir?
17 **A No.**
18 Q How did you arrive at the
19 \$8,000-some-odd a month?
20 **A I believe that's an interest-only**
21 **payment together with the tax obligation.**
22 Q And is that based upon this 3.5 percent
23 APR number?
24 **A I don't recall what the ultimate number**
25 **turned out to be, whether or not it was the one**

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1 **from the proposal or stated a different number.**
2 Q Something along these lines, though; is
3 that fair?
4 **A As I said, this was the starting point**
5 **for our discussion and laid a framework.**
6 Q I understand. That's exactly what I'm
7 trying to get at.
8 **A This was the starting point to provide a**
9 **framework from which to negotiate an agreement.**
10 Q And then maturity date is 24 months.
11 That's what the Forbearance Agreement did; is that
12 correct?
13 **A Correct, with the same provision.**
14 Q And the balloon payments for 24 months,
15 that was in the Forbearance Agreement; correct?
16 **A Correct, with the same provision.**
17 Q And then the third lender obligation to
18 continue to service the first and second position
19 notes for a period of not more than 24 months;
20 correct?
21 **A In part. It continues saying "adding**
22 **any protective advances past and future to its**
23 **third position note face balance," with the same**
24 **provision that there's really no third position**
25 **note that exists.**

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1 Q Okay. And that ended up in the
2 Forbearance Agreement; correct?
3 **A In some form or fashion.**
4 Q The lender did make those 24 payments;
5 correct?
6 **A I'm not sure. I know there were**
7 **payments under the extension that were not made in**
8 **January, February, and March, together with late**
9 **fees or late payments that were not addressed to**
10 **this day. So the third lender, if they are in**
11 **fact a third lender, CBC continues to be in**
12 **default of the Forbearance Agreement.**
13 Q Have you ever noticed a default to CBC?
14 **A I didn't know of the default until we**
15 **got into this litigation, and it was put on the**
16 **record during the proceedings of this case.**
17 Q You never noticed a default to CBC, have
18 you?
19 **A I don't believe so. I don't believe so.**
20 Q And you are aware that those payments
21 have now been made, aren't you?
22 **A I'm aware that -- I believe that the**
23 **payments for the obligation were made, not the**
24 **late fees, which are part of the obligation as**
25 **well, which still remain outstanding, according to**

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1 **City National and Northern Trust.**
2 Q Do you have any proof of that?
3 **A I believe I have emails from City --**
4 **maybe from City National, definitely from Northern**
5 **Trust.**
6 Q Have you produced them in this case?
7 **A I don't know if they've been produced**
8 **yet.**
9 Q Thank you.
10 So let's go to the paragraph where it
11 says, "My thought is that this proposal gets the
12 third lender a full recovery of its note balance
13 plus all protective advances, past and future,
14 interim task flow, provides interim additional
15 full collateral, given the current value of the
16 property. Third position lender is currently" --
17 it says unsecured. I think you mean
18 under-secured. You wrote that; correct?
19 **A I believe so.**
20 Q "As to the seller, he gets out from
21 under a potential deficiency judgment from the
22 third position lender, unburdens himself from any
23 additional assets that may have been pledged."
24 You wrote that as well?
25 **A Same, with the qualifier that there was**

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1 **a belief that there was actually a third position**
2 **loan.**

3 Q So is there any part of the forbearance
4 structure that's not covered by this?

5 **A This document doesn't provide for a**
6 **pledge of the stock by SJC.**

7 Q It doesn't provide for the pledge of
8 anybody's stock, does it?

9 **A No, it does not.**

10 Q It doesn't talk about SHAC in any way,
11 does it?

12 **A No.**

13 Q Except that it says, "Add SHAC as a
14 joint tenant with rights of survivorship on the
15 deed." Do you see that?

16 **A Where are you looking?**

17 Q Owner/seller's obligation.

18 **A Oh, okay. Yeah, then it does. It does**
19 **address SHAC.**

20 Q So this contemplates a transfer of the
21 property; right?

22 **A Without a pledge of the stock to the**
23 **recipient of that transfer.**

24 Q It doesn't talk about that at all, does
25 it?

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1 **A No.**

2 Q But it does talk about additional
3 collateral and assurance of payment; correct?

4 **A For a third position mortgage, yes,**
5 **which turned out not to exist.**

6 Q And it sets out the exact amounts in
7 other documents; correct?

8 **A For what's supposed to be a third**
9 **position mortgage, which turned out not to exist.**

10 Q I understand, sir.

11 MR. MUSHKIN: So it's 11:00. We're
12 going to break now so you can have your call.
13 We'll pick up again at 12:00.

14 (Lunch Break taken from 11:00 a.m.
15 to 12:26 p.m.)

16 BY MR. MUSHKIN:

17 Q Mr. Bloom, when we left off we were
18 going through a comparison from the Forbearance
19 Agreement to that initial deal structure that you
20 proposed. Is that a fair description of the two
21 documents?

22 **A Correct, I believe so.**

23 Q Okay. So, and we went through and saw
24 that most of the terms -- or almost all the terms
25 from the one document ended up in the forbearance

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1 agreement. There is a subsequent document to the
2 Forbearance Agreement. If you remember, we went
3 through the Forbearance Agreement, we went through
4 Exhibit B and all of the attachments to the
5 Forbearance Agreement. Do you recall that?

6 **A We went through the Forbearance**
7 **Agreement, and we went through the subsequent --**
8 **we went through the attachments. Have we gone**
9 **through the subsequent document that you're**
10 **referring to?**

11 Q What I'm trying to do is make sure we've
12 gone through them all and get to exactly that,
13 because I don't think we've actually looked at the
14 Amended Forbearance Agreement or the amendments to
15 the Forbearance Agreement, but I want to get to
16 that for just a few minutes.

17 **A Okay.**

18 Q But I'm going to sort of tick them off
19 real quickly to make sure that you recall that
20 we've talked about them. And the Forbearance
21 Agreement that's dated the 27th day of September
22 of 2017; is that correct?

23 **A I'm not sure of the date from**
24 **recollection, but I'll accept your representation,**
25 **because you have the document in front of you.**

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1 Q And we talked about the Forbearance
2 Agreement in detail?

3 **A We did talk about the Forbearance**
4 **Agreement.**

5 Q Great.

6 Now, when you executed this Forbearance
7 Agreement, you got a whole package of documents;
8 is that fair to say?

9 **A Yes, necessarily to execute the**
10 **agreements.**

11 (Reporter clarification.)

12 **A Those agreements would be part of a**
13 **package of documents.**

14 Q And we have referred to that in emails
15 and in discussions as to closing documents; is
16 that a fair description?

17 **A I believe so.**

18 Q Okay. So the first document was the
19 Forbearance Agreement. And do you recall if the
20 Articles of Organization were attached as Exhibit
21 **A to the Forbearance Agreement?**

22 **A Is there an exhibit you want to pull up**
23 **that we can reference?**

24 Q Sure. You don't have any independent
25 recollection?

<p style="text-align: right;">page 240</p> <p>1 A I don't remember what documents 2 constituted the closing documents. 3 Q All right. We'll go through them, 4 because that's exactly what I want to do. 5 Yeah, this is the clumsy part of this. 6 A Are we going to authenticate the 7 documents; is that what we're doing? 8 Q Not even to authenticate them. We're 9 not even arguing about authentication. I just 10 want to identify the closing documents, that you 11 got them all at once, you know, on the 27th of 12 September when this thing was executed, or 13 thereabouts. 14 Do you see the Forbearance Agreement? 15 Mr. Bloom, can you see the Forbearance Agreement? 16 A I answered I do. 17 Q I'm sorry. I'm sorry. We didn't hear a 18 thing. 19 Now to page 34 -- I'm sorry, not 34, to 20 page 26. I'll represent to you that in my 21 documents marked as 000026 is Exhibit A to the 22 Forbearance Agreement, the Articles of 23 Organization of Spanish Heights Acquisition 24 Company. Do you see those? 25 A I see those.</p>	<p style="text-align: right;">page 242</p> <p>1 Q It's referenced in the Forbearance 2 Agreement. 3 Okay. Let's go to the next document, 4 which is the Pledge Agreement. We spent a little 5 time on the Pledge Agreement. You can see it's 6 signed by Spanish Heights. And you believe this 7 was -- I'm sorry. 81. I apologize. I was 8 cruising, trying to get through it fast. Do you 9 recall this document, same date? This is part of 10 that closing package; is that correct? 11 A I believe so. 12 Q Thank you. 13 The next document is at 93. That's the 14 Security Agreement? 15 A It appears to be Assignment of Rents. 16 Q 93? 17 A Now I have the Security Agreement up. 18 Q I'm sorry. I went a little fast. I 19 went past one. Let's go back to 90. Assignment 20 of Rents of the same date, is that also part of 21 the package of closing? 22 A I believe so. 23 Q And the next document at 93 is the 24 Security Agreement? 25 A I believe so. Yes, I see the document.</p>
<p style="text-align: right;">page 241</p> <p>1 Q And do you believe that you received 2 those as part of the closing package? 3 A No. Well, I don't know if they were 4 part of the closing package or not. I would not 5 have received them. I would have provided them, 6 but I don't remember if it's part of the closing 7 package. 8 Q Let's take a look at the next document 9 which is page 34. Do you recall this Limited 10 Liability Company Agreement? 11 A I do. 12 Q And did you provide this as part of the 13 closing documents? 14 A I believe so. 15 Q Okay. Let's go to the next document. 16 Let me make sure there's not something else in 17 here, but I think that's -- 18 Now, the next document in the documents 19 that I have is something called Exhibit B to 20 Forbearance Agreement. Do you see this document? 21 A I see the first page of this document, 22 yes. 23 Q Okay. And do you recall that this was 24 part of the closing documents? 25 A I believe so.</p>	<p style="text-align: right;">page 243</p> <p>1 Q And it's a part of that closing package; 2 is that fair? 3 A I believe so. 4 Q Thank you. 5 Now, the next document is a Payment 6 Direction Letter. Do you see that document? 7 A Yes, I do. 8 Q Do you recall providing this document? 9 A I believe I did, although I don't 10 recall, but I believe I did. 11 Q Do you know what this document is? 12 A Yes. It's a direction to Maier 13 Gutierrez's as the attorneys for First 100 as to 14 the disbursement of funds from judgment debtor. 15 Q Thank you. Let's go to 105. Do you see 16 this document, the personal guarantee document? 17 A I do see it. 18 Q Is that also part of the closing 19 package? 20 A I believe so. 21 Q And same as 18, which is one is his and 22 one is hers? 23 A Correct. 24 Q Okay. And this was all part of that 25 package; correct?</p>

<p style="text-align: right;">page 244</p> <p>1 A I believe so.</p> <p>2 Q And then the final personal guaranty is,</p> <p>3 if you look, the trustees now execute a personal</p> <p>4 guaranty on the 27th. Do you see that? Signature</p> <p>5 page, guarantor, trustee Kenneth Antos?</p> <p>6 A I do see it.</p> <p>7 Q Thank you.</p> <p>8 The next document is at 114. We talked</p> <p>9 about this very briefly. This is the lease, and I</p> <p>10 believe you testified that you provided this</p> <p>11 lease?</p> <p>12 A I believe so.</p> <p>13 Q And again, part of the closing package?</p> <p>14 A I believe so.</p> <p>15 Q Okay. Now we'll get to that document</p> <p>16 we've been referring to that we really haven't</p> <p>17 spent any time on, and that's at 146, and that's</p> <p>18 the Amendment to the Forbearance Agreement; is</p> <p>19 that correct?</p> <p>20 A It appears to be.</p> <p>21 Q And I just want to make sure. If you'll</p> <p>22 go to page -- well, we'll take you to the page.</p> <p>23 How's that? And that is -- on page 8, is</p> <p>24 Mr. Otter's signature; is that correct? Sorry.</p> <p>25 There's Mr. Otter's signature, and then at the</p>	<p style="text-align: right;">page 246</p> <p>1 Q And you see where in the second -- in</p> <p>2 the first whereas it references the</p> <p>3 September 27th agreement?</p> <p>4 A Correct.</p> <p>5 Q In there it references that the</p> <p>6 Forbearance Agreement expired on or about</p> <p>7 August 31 of '19. Do you see that?</p> <p>8 A That's in a subsequent.</p> <p>9 Q The next whereas?</p> <p>10 A Yes.</p> <p>11 Q Okay. And the subject of this</p> <p>12 execution, the parties desire to extend the</p> <p>13 forbearance period until March 31st, 2020. Do you</p> <p>14 see that?</p> <p>15 A No.</p> <p>16 Q It's the next whereas, "Whereas, subject</p> <p>17 to the terms of this extension." Did I say</p> <p>18 execution?</p> <p>19 A You did.</p> <p>20 Q Extension, "The parties desire to extend</p> <p>21 the forbearance period until March 31, 2020." Do</p> <p>22 you see that?</p> <p>23 A Yes, I see that.</p> <p>24 Q And was that the agreement at the time?</p> <p>25 A To the best of my understanding, yes.</p>
<p style="text-align: right;">page 245</p> <p>1 bottom of the next page is Spanish Heights and SJC</p> <p>2 Ventures; correct?</p> <p>3 A It appears to be.</p> <p>4 Q Okay. So do you recall seeing this</p> <p>5 document?</p> <p>6 A I believe so.</p> <p>7 Q And did you understand it at the time</p> <p>8 that you signed it?</p> <p>9 A To the extent that I understood what I</p> <p>10 believed it to be, yes.</p> <p>11 Q So are there, other than this claim that</p> <p>12 you've made that somehow the mortgage doesn't</p> <p>13 exist, other than that, were there any</p> <p>14 misrepresentations or parts of this document that</p> <p>15 you did not understand?</p> <p>16 A To the best of my knowledge, no,</p> <p>17 although I would reserve modifying that answer</p> <p>18 subject to continued discovery.</p> <p>19 Q Well, then we're going to have to go</p> <p>20 through it. So you understand the date is</p> <p>21 December of '19; correct?</p> <p>22 A What date?</p> <p>23 Q The date that you enter into the</p> <p>24 Amendment Forbearance Agreement?</p> <p>25 A Yes.</p>	<p style="text-align: right;">page 247</p> <p>1 Q Under paragraph 1A, there were</p> <p>2 conditions to the extension. Do you see those?</p> <p>3 A I see the top of the page, yes.</p> <p>4 Q Do you see the conditions to extension?</p> <p>5 A I do.</p> <p>6 Q And the first one is "The Forbearance</p> <p>7 Agreement shall remain in effect." That's pretty</p> <p>8 standard; is that correct?</p> <p>9 A Yes.</p> <p>10 Q The next one is "The K & S Trust,</p> <p>11 Kenneth Antos and Sheila Antos as trustees of the</p> <p>12 Living Trust and as personal guarantors of the</p> <p>13 Secured Promissory Note, collectively 'the Antos</p> <p>14 parties,' SHAC and SJCVC represent and warrant they</p> <p>15 are not in default of the Forbearance Agreement or</p> <p>16 any of the related agreements." Do you see that?</p> <p>17 A I do.</p> <p>18 Q And did you make that representation at</p> <p>19 the time?</p> <p>20 A To the extent the document speaks for</p> <p>21 itself, that paragraph appears to make that</p> <p>22 representation.</p> <p>23 Q The next one is "SHAC and SJCVC continue</p> <p>24 to be limited liability companies," and we, of</p> <p>25 course, know that to be true; is that also true?</p>

<p style="text-align: right;">page 248</p> <p>1 A That is true, correct.</p> <p>2 Q "The Antos parties and the SJCVC parties</p> <p>3 represent they have no knowledge of any other</p> <p>4 lenders have undertaken efforts to enforce any</p> <p>5 rights related to the property." So at this time</p> <p>6 the first and second had not taken any collection</p> <p>7 action; is that correct?</p> <p>8 A That is correct.</p> <p>9 Q Now, the next one says, "The Membership</p> <p>10 Pledge Agreement executed by SJCVC and the Antos</p> <p>11 parties shall remain in effect, and the execution</p> <p>12 of this amendment shall not be considered a waiver</p> <p>13 of CBCI's rights under the Membership Pledge</p> <p>14 Agreement." Do you see that?</p> <p>15 A I do see the paragraph.</p> <p>16 Q And it says SJCVC, doesn't it?</p> <p>17 A It says SJCVC.</p> <p>18 Q Thank you.</p> <p>19 Number 6 says, "SHAC will provide CBCI</p> <p>20 with evidence of homeowner's insurance that is</p> <p>21 effective through March 31, 2020." It says that;</p> <p>22 is that correct?</p> <p>23 A It does say that.</p> <p>24 Q And did you ultimately provide that</p> <p>25 proof of insurance at my request? Is that another</p>	<p style="text-align: right;">page 250</p> <p>1 fund, the judgment collection, or personal funds.</p> <p>2 Is it your testimony that you did not have access</p> <p>3 to enough money to make the balloon payment on</p> <p>4 March 31st of 2020?</p> <p>5 A Objection as to it misstates testimony</p> <p>6 and misstates the documents.</p> <p>7 In reference to those three sources of</p> <p>8 funds, it's for the \$150,000 reserve account, not</p> <p>9 for the payment of the balloon payment.</p> <p>10 Q So at the time of the -- well, you</p> <p>11 didn't answer my question. Did you have access</p> <p>12 to -- I'll ask the question three ways. Did SJCVC</p> <p>13 have enough money to make the balloon payment on</p> <p>14 March 31st, 2020?</p> <p>15 A Not from the sources which it chose to</p> <p>16 utilize, so we were negotiating an extension at</p> <p>17 that point.</p> <p>18 Q Did SHAC have enough money to make the</p> <p>19 balloon payment?</p> <p>20 A Not from the sources anticipated to be</p> <p>21 utilized or preferred to be utilized, so we were</p> <p>22 in negotiations to extend the term of the</p> <p>23 forbearance.</p> <p>24 Q And did First 100 have the money to</p> <p>25 retire the balloon payment due?</p>
<p style="text-align: right;">page 249</p> <p>1 yes I didn't hear?</p> <p>2 A Yes, I did.</p> <p>3 Q Sorry.</p> <p>4 Now, the next one is number 7, "The</p> <p>5 payment of the balloon payment described in</p> <p>6 Exhibit B to the Forbearance Agreement shall be</p> <p>7 due on March 31st, 2020." Do you see that?</p> <p>8 A Yes.</p> <p>9 Q And did you make that payment on</p> <p>10 March 31st, 2020?</p> <p>11 A We did not.</p> <p>12 Q And was there any lawsuit pending on</p> <p>13 March 31st, 2020?</p> <p>14 A None that I can recall.</p> <p>15 Q Why didn't you pay?</p> <p>16 A We were still in discussions for a</p> <p>17 second extension because First 100 had not</p> <p>18 monetized its judgment yet to do the</p> <p>19 distributions, which would be the source of funds</p> <p>20 to monetize what we believed at the time to have</p> <p>21 been a third mortgage, that we later found out</p> <p>22 does not exist.</p> <p>23 Q I just want to be clear, because the</p> <p>24 agreement and the emails had representations that</p> <p>25 there were three sources of funds, the litigation</p>	<p style="text-align: right;">page 251</p> <p>1 A I would object to the question as to</p> <p>2 relevance and the probability that it would lead</p> <p>3 to discovery information.</p> <p>4 That said, not from the sources from</p> <p>5 which it anticipated making distributions on the</p> <p>6 collection of the judgment to make such a payment.</p> <p>7 Q Anywhere in the executed documents does</p> <p>8 it say that you have only those sources of funds</p> <p>9 to pay the obligation that you signed for?</p> <p>10 A I don't think those sources of funds</p> <p>11 relate to the payment of any obligation other than</p> <p>12 the reserve account that was contemplated and</p> <p>13 subsequently abandoned in favor of a prepayment</p> <p>14 for those amounts that were to be paid out of the</p> <p>15 reserve account over the course of the year.</p> <p>16 Q Not quite sure I understand your answer,</p> <p>17 so I'll ask my question a slightly different way.</p> <p>18 Is there anywhere in the documents where</p> <p>19 it says that the holder of the note has to accept</p> <p>20 payment from only those sources?</p> <p>21 A Not that I'm aware.</p> <p>22 MS. BARRAZA: Objection. Form.</p> <p>23 A Not that I'm aware of.</p> <p>24 Q Thank you.</p> <p>25 So let's go back to page 3, item 7 --</p>

<p style="text-align: right;">page 252</p> <p>1 item 8. Item 8 says, "The parties acknowledge the 2 extension of the Lease Agreement." Is that 3 correct? 4 A That's correct. 5 Q And number 9, "the Membership Pledge 6 Agreement executed by SJC and the Antos shall 7 remain in effect." Is that what the next one 8 says? 9 A Well, that's what the next paragraph 10 represents. There is no membership Pledge 11 Agreement as executed by SJC, just the Antos -- 12 not the Antos Trust either. Oh, no, wait. The 13 Antos Trust is a signatory, but SJC did not 14 execute a membership Pledge Agreement. 15 Q When you signed -- 16 A I'm sorry. Let me finish my answer, 17 please. 18 Notwithstanding the representation of 19 that paragraph. 20 Q So when you signed this paragraph, did 21 you believe it to be true? 22 A When I signed this document, I didn't 23 sign this paragraph. When I signed -- 24 Q You are right. When you signed this 25 document, did you believe this paragraph to be</p>	<p style="text-align: right;">page 254</p> <p>1 Antos Living Trust, SJC Ventures, LLC, 2 collectively the pledgors, and CBC Partners I, 3 secured party or CBCI. Do you see that? 4 A Yes, I see the Pledge Agreement unsigned 5 by SJC includes SJC. 6 Q Sir, you can keep saying that over and 7 over again, but you're just going to waste time. 8 We're going to be here for three days going 9 through these documents. You're just wasting 10 time. 11 A You have seven hours by the court order. 12 Q I have 21 hours, sir. I have three 13 depositions, two 30(b)(6) and one of you 14 individually. And if you force me to, I will take 15 all 21 hours. I'm trying to get through it. If 16 you'll just answer my questions, you can -- your 17 attorney can have you answer questions all you 18 want, but throwing in nonresponsive answers to my 19 questions -- I just want to get through the 20 documents. Okay? 21 Here's my question: Doesn't it recite 22 that SJC Ventures -- got it right for once -- is a 23 party to the Pledge Agreement? 24 MS. BARRAZA: Objection. The document 25 speaks for itself.</p>
<p style="text-align: right;">page 253</p> <p>1 true? 2 A I don't think I read this paragraph 3 fully to understand that it was representing that 4 an SJC execution was on the Membership Pledge 5 Agreement, because clearly it's not. 6 Q But you do remember that the Pledge 7 Agreement recites 100 percent of the membership 8 interest? 9 A I also remember that SJC is not a 10 signatory, that it signed a security agreement to 11 apportion a portion of its distribution from its 12 judgment in lieu of the Membership Pledge 13 Agreement which was originally contemplated. 14 Q So, Mr. Bloom, I appreciate that you 15 want to keep telling your story, but that isn't 16 responsive to my question. 17 MR. MUSHKIN: Ms. Court Reporter would 18 you read my question back to him. 19 (Record read.) 20 A Do I remember that? No, I don't 21 remember that. 22 Q 81. So we've identified this document 23 previously, Mr. Bloom. I'd like to point your 24 attention to the parties. The very first page 25 says this agreement is made by Kenneth and Sheila</p>	<p style="text-align: right;">page 255</p> <p>1 You can answer. 2 A I would reiterate and incorporate my 3 previous answer, which I believe is responsive. 4 Q Sir, it's a yes or no answer. Is that 5 what it says on the page? Yes or no? 6 A The Pledge Agreement that's unsigned by 7 SJC mentions SJC, yes. 8 Q Now, but it is signed by Jay Bloom, 9 isn't it? 10 A In an official capacity for an entity, 11 not an individual. 12 Q Let's take a look at the fourth whereas. 13 "Whereas, the Forbearance Agreement provides that 14 several conditions must be satisfied before CBCI 15 agrees to forbear from exercising its rights and 16 remedies under the Forbearance Agreement. In 17 particular, one of the conditions requires the 18 Antos Trust and SJC and SJC have agreed to pledge all 19 right, title, and interest in and to 100 percent 20 of its membership interest in Spanish Heights 21 Acquisition Company to secured party pursuant to 22 this agreement." Do you see that? 23 A This Pledge Agreement that's unsigned by 24 SJC, I see the language that SJC is pledging 25 100 percent of its membership interest in Spanish</p>

<p style="text-align: right;">page 256</p> <p>1 Heights Acquisition Company together with the 2 Antos Trust. 3 Q Thank you. 4 Now to 148 again. Now, in this 5 paragraph 9, it says, "The Membership Pledge 6 Agreement executed by SJC and the Antos Trust 7 shall remain in effect, and the execution of this 8 Fifth Amendment shall not be considered a waiver 9 as CBCI's rights under the Membership Pledge 10 Agreement." Do you see that provision? 11 A In the unsigned Pledge Agreement I see 12 the provision that represents -- misrepresents 13 that it's executed by SJC or misstates that it's 14 executed by SJC, and to the extent that CBC has 15 rights under a pledge agreement that's unsigned by 16 a party, CBC is not to be considered to waiving 17 those rights, yes. 18 Q Now, you do remember that the 19 Forbearance Agreement called out that very same 20 term? Do you recall that? 21 A I do not. 22 Q Well, all right. Let's go back to the 23 Forbearance Agreement. Let's go to page 5. So do 24 you see where it talks about recitals and that the 25 Antos parties and SJC parties acknowledge the</p>	<p style="text-align: right;">page 258</p> <p>1 Q Well, is it your testimony that SJC 2 Ventures did not obligate itself pursuant to this 3 Forbearance Agreement? 4 A It obligated itself under a 5 misrepresentation upon which it relied -- 6 Q I -- 7 A Mr. Mushkin, you have to let me finish 8 my answer. 9 It obligated itself to certain 10 obligations under this Forbearance Agreement, did 11 not obligate itself to the Antos parties, and 12 those obligations were undertaken based on a 13 misrepresentation that a third position mortgage 14 existed, which we later found out it does not. 15 Q So you keep adding this new defense of 16 yours, and I appreciate that you want to say it 17 over and over again, but it doesn't get us through 18 this deposition. It's a non sequitur, sir. All I 19 want -- you can keep saying it. We'll be here for 20 21 hours. 21 So I just want to understand what your 22 defense is, and I don't -- you're just not 23 answering my questions. You're repeating 24 something that is not responsive. You just said 25 in this last answer that you did not obligate</p>
<p style="text-align: right;">page 257</p> <p>1 recitals set forth above are true and correct and 2 accurate? Do you see that? 3 A I do. I do. 4 Q So SJC is a party -- I'll show you 5 their signatory later. SJC is a party and 6 acknowledges the contents of the recitals; is that 7 correct? 8 A Which agreement is this? 9 Q This is the Forbearance Agreement. 10 A Correct. 11 Q And let me take you to the back real 12 quick so you can see that you signed it. Take a 13 look at 25. SJC Ventures signed this document. 14 Do you see that? 15 A I do. 16 Q All right. Now, the recitals are all of 17 those pages leading up to page 5. So there's four 18 pages of these recitals. Did you read this 19 document before you signed it? 20 A I'm sure I skimmed the document. 21 Q B1, Amended Note and Events of Default. 22 All right. Now, this sets out the obligation; is 23 that fair to say? 24 A It's fair to say that it sets out the 25 Antos parties' obligation to CBC.</p>	<p style="text-align: right;">page 259</p> <p>1 yourself to the Antos. Did you mean to say that? 2 A What I said is that SJC did not obligate 3 itself to the Antos parties -- or for the Antos 4 parties' obligation to CBCI. 5 Q Then how did you get your interest in 6 SHAC? 7 A SJC obligated itself -- well, SJC 8 obligated itself for the obligations of the Antos 9 Trust in exchange for its interest, the Antos 10 Trust interest in property which it conveyed to 11 SHAC. 12 I mean, you keep confusing the parties 13 and mixing up the parties. When you do get the 14 names right, you convolute the Antoses 15 individually, the Trust, SJC, SHAC. You use them 16 interchangeably, but they're not. They're 17 separate entities. 18 Q Mr. Bloom, the only parties that I 19 reviewed collectively are the parties to the 20 Forbearance Agreement, and in the Forbearance 21 Agreement and all of the documents associated with 22 it that follow the structure of the deal that you 23 created, an entity is created to accept title to 24 the house. SJC obligates itself to retire the 25 CBCI note. That's what all these documents say.</p>

<p style="text-align: right;">page 260</p> <p>1 You just acknowledged it. You acknowledge it with 2 a defense that somehow you were misrepresented. 3 That you can tell to the court. I get it. But 4 there's no confusion about the documents. You've 5 already testified that you're not arguing about 6 the authentication of the documents. Are you now 7 arguing about authentication of the documents? 8 A No. 9 Q Okay. So the documents are -- you said 10 about a hundred times the document speaks for 11 itself. You've used that as a response to my 12 questions over and over, haven't you? 13 MS. BARRAZA: Is this a question to this 14 deposition? What is the point of asking that? 15 What's the question here? 16 MR. MUSHKIN: Because his testimony 17 keeps changing, Counsel. I want to make sure what 18 this man is saying. I am not clear. 19 MS. BARRAZA: So what are you -- 20 MR. MUSHKIN: I'm trying to figure out 21 what your defense -- until I figure out what the 22 defense is -- you've named no expert witness. 23 You've named nobody else except my people. So I 24 need to understand what this guy is going to 25 testify to at the time of trial.</p>	<p style="text-align: right;">page 262</p> <p>1 individually, the Antoses as trustee, and the 2 Trust. 3 MS. BARRAZA: Objection. Document 4 speaks for itself. 5 You can answer. 6 A The document sets forth certain 7 obligations, but you seem to keep trying to impute 8 obligations among all parties for every 9 obligation, and that's just not what the document 10 says. That's not what exists. 11 Q Well, I'm not really sure what you just 12 said, except the first part of your answer I 13 believe was a yes to my question, that there are 14 obligations of SJC Ventures to each of the Antos 15 parties created by the Forbearance Agreement. 16 MS. BARRAZA: Is that a question? 17 MR. MUSHKIN: Yes, it's a question. 18 A I'm not sure I heard a question in your 19 statement. 20 Q Isn't it true that the Forbearance 21 Agreement creates obligations from SJC Ventures to 22 the Antoses individually, the Antoses as trustees, 23 and the Antoses on behalf of the trust. 24 MS. BARRAZA: Objection. The document 25 speaks for itself.</p>
<p style="text-align: right;">page 261</p> <p>1 MS. BARRAZA: So is that the question? 2 MR. MUSHKIN: Well, now I don't know 3 what the question is. The court reporter can read 4 back my last question. 5 (Record read.) 6 MR. MUSHKIN: Thank you. That was my 7 last question. 8 BY MR. MUSHKIN: 9 Q Now, is it your testimony, that the 10 Forbearance Agreement does not create an 11 obligation of SJC Ventures to the Antos 12 individually and to the Antos Trust? 13 A Objection. That's a compound question. 14 If you want to rephrase it into pieces. 15 Q No. 16 A Compound question. 17 Q Well, your attorney didn't object. 18 MS. BARRAZA: My client can respond to 19 the extent he understands the question. 20 BY MR. MUSHKIN: 21 Q Do you understand the question? 22 A Would you repeat the question. 23 Q Is it your testimony that the 24 Forbearance Agreement does not create an 25 obligation from SJC Ventures to the Antoses</p>	<p style="text-align: right;">page 263</p> <p>1 You can answer. 2 A No. 3 Q Why not? 4 A Several reasons. Because you use "and," 5 and it doesn't bring out the same obligations to 6 the same parties. Second of all, it's based on 7 fraudulent misrepresentation that... 8 (Reporter clarification.) 9 Several reasons. One, your question 10 used the word "and," and the company does not have 11 obligations to all the parties you asked and does 12 not have the same obligations to those parties to 13 which it does have obligations. 14 Second of all, the obligations were 15 undertaken or assumed based on a fraudulent 16 misrepresentation that there was the existence of 17 a third mortgage which through the process of this 18 litigation's discovery we have come to learn does 19 not exist. Instead, it's a commercial note to a 20 restaurant that's unrelated to the property. 21 THE WITNESS: Is the volume okay, Cari? 22 THE COURT REPORTER: Yes, that's 23 perfect. If you could just keep it right there. 24 That's great. Thank you. 25 BY MR. MUSHKIN:</p>

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1 Q So, Mr. Bloom, what obligations did SJC
2 Ventures undertake to the Antoses individually?
3 A **I don't believe there are obligations to**
4 **the Antoses individually.**
5 Q And what obligations did it undertake to
6 the Antoses as trustees?
7 A **I don't believe there's an obligation to**
8 **the Antoses as trustees.**
9 Q And what obligation did it undertake to
10 the Antos Living Trust?
11 A **SJC's obligation to the Antos Living**
12 **Trust, assuming the Antos Living Trust obligation**
13 **under a third mortgage that later turned out not**
14 **to exist but instead a commercial loan to a**
15 **restaurant, for which loan the Antos Trust is not**
16 **a borrower nor a guarantor.**
17 Q And was that promise made to obtain your
18 interest in SHAC -- SJC's interest in SHAC --
19 SCJ -- I can't keep it straight. SJC. Was that
20 obligation undertaken as consideration for
21 obtaining your interest in SHAC?
22 A **Not sole consideration. Consideration**
23 **was also provided through repairs effectuated to**
24 **the premises, together with payments to CBCI and**
25 **assumption of certain third-party payments which**

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1 **SHAC undertook.**
2 Q And as a part of that, there was an
3 operating agreement executed that's a part of the
4 closing package; correct?
5 A **Correct.**
6 Q And within that operating agreement, you
7 have the right to purchase the rest of the
8 interest in SHAC upon full payment of the
9 obligation to CBCI; is that correct?
10 A **I believe so.**
11 Q And is it your testimony that you no
12 longer owe anything to CBCI?
13 MS. BARRAZA: Objection. Form.
14 A **Yes.**
15 Q And you no longer owe anything to the
16 Antos Trust?
17 A **Correct.**
18 Q And you no longer owe anything to Ken
19 and Sheila Antos individually?
20 A **Correct.**
21 Q So how is it that you will obtain the
22 remaining 49 percent in SHAC?
23 MS. BARRAZA: Objection. Form.
24 A **Well, given that CBC no longer holds the**
25 **note, then there's nothing due to CBC. So I**

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1 **imagine there's going to be a series of**
2 **negotiations for the acquisition of that**
3 **percentage interest with a subsequent owner, or we**
4 **just maintain the equity positions as is.**
5 Q So is it your testimony that you have no
6 intention of paying any funds pursuant to these
7 agreements?
8 MS. BARRAZA: Objection. Form.
9 A **It's my intention to pay every dollar**
10 **that's actually due.**
11 Q When?
12 A **Getting into settlement discussions?**
13 Q You said you were going to pay. I want
14 to know when.
15 A **I don't believe there's any money**
16 **actually due.**
17 Q That's what I asked you before. Is it
18 your intention to pay zero?
19 A **It's my intention to pay what is due.**
20 Q How much is due?
21 A **The Antoses individually as guarantors**
22 **and the restaurants owe whatever the face value of**
23 **the commercial loan is. The Antos Trust never**
24 **assumed that debt, and SJC Ventures took on the**
25 **obligation of the Antos Trust. So the answer is**

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1 **zero. That's what the note is worth.**
2 Q You're nothing if you're not bold.
3 Okay. Let's go back to --
4 A **I hope you understand the answer now.**
5 Q I think I understand now that you think
6 you owe zero.
7 A **Yeah, the restaurant that's the borrower**
8 **owes the face amount of the note.**
9 Q What about the --
10 A **The Antoses -- the Antoses --**
11 Q Hang on. Hang on. I don't mean to
12 interrupt you, but you don't have to tell me
13 again. I heard it the first time.
14 But what about the agreement in the
15 Forbearance Agreement that caused CBCI to pay the
16 first and the second for 30-some months? You're
17 not going to -- you don't think you have to pay
18 for the post-forbearance advances made based on
19 the Forbearance Agreement?
20 A **I think the restaurant that's the**
21 **borrower should pay that, and I think that the**
22 **Antoses individually that are guarantors should**
23 **pay their debt.**
24 Q But SHAC had the property. SHAC owned
25 the property the entire time. SHAC enjoyed the

<p style="text-align: right;">page 268</p> <p>1 benefit, and you lived in the house, and your 2 testimony is you shouldn't have to pay those 3 payments? 4 A That's not true. 5 Q What's not true? 6 A The fact that your representation that 7 SHAC owned the property the entire time. A lot of 8 the protective advances were prior to the 9 transaction. 10 Q I'm only talking about the last 30 11 months. I'm talking about specifically the 12 advances made pursuant to the Forbearance 13 Agreement. Your testimony is you pay zero? You 14 don't even have to make the payments that were 15 advanced on your behalf as SHAC? 16 A They weren't advanced on my behalf. 17 They were protective interest to protect CBC's 18 interest from the first and second mortgage, 19 because CBC felt that it had an interest in the 20 property. 21 Q And you contracted for that to be done 22 in the Forbearance Agreement; correct? 23 A When I was told that there was a third 24 mortgage -- 25 Q Oh, here we go again.</p>	<p style="text-align: right;">page 270</p> <p>1 for the Antos Trust conveying the property. 2 Some of those obligations have been met 3 because they're legitimate. And the commercial 4 loan to a restaurant is not an obligation of the 5 Antos Trust. You and I are going to disagree 6 about that, and it's going to go to a judge or a 7 jury, and we'll figure it out eventually. 8 Q Are you done now? 9 A I am. 10 Q So on or about the 27th of September of 11 2017, SHAC was formed; correct? 12 A Correct, yes. 13 Q And on or about that date, the Antos 14 Trust conveyed the property that is 5128 15 Spanish -- 5148 Spanish Heights Drive into SHAC; 16 correct? 17 A Correct. 18 Q And that was contemplated in the 19 Forbearance Agreement, correct, and the closing 20 documents; correct? 21 A Correct. 22 Q As a part of those documents, one of the 23 contract terms was for CBCI to make payments on 24 the first and second mortgage; correct? 25 A Correct.</p>
<p style="text-align: right;">page 269</p> <p>1 A I'm sorry. You've got to let me finish 2 my answer, Mr. Mushkin. 3 I was told there was a third mortgage 4 that they would be protecting, yes, but as long as 5 the trust doesn't have an obligation, because it's 6 not a borrower and it's not a guarantor, then 7 SJC's obligation to pay the trust interest -- the 8 trust obligation, which is zero, means SJC's 9 obligation is zero. 10 Now, that doesn't mean the note is 11 extinguished. Right? And there are other 12 arguments that it should be extinguished, the 13 doctrine of merger and the one-action rule should 14 prevent the foreclosure. 15 (Reporter clarification.) 16 A The doctrine of merger argued that it 17 should be extinguished, if it is an actual 18 legitimate note. And the one-action rule prevents 19 any further collection activity beyond the taking 20 of the equity from the Antos Trust. 21 But in terms of -- in terms of what 22 we're talking about here, setting aside those 23 arguments, no, the Antos Trust is not a borrower. 24 The Antos Trust is not a guarantor. And SJC took 25 on the obligations of the Antos Trust in exchange</p>	<p style="text-align: right;">page 271</p> <p>1 Q And it's your testimony that SJC is not 2 obligated to make those advance payments to CBCI? 3 A Correct, insofar as the obligation falls 4 on the restaurants as the borrower of the note 5 against which protective advances are being made, 6 and Antos individually at the guarantor. 7 Q You don't argue that it was disclosed to 8 you that the borrower was KCI Investments; 9 correct? 10 A I do not argue that one of the borrowers 11 was KCI Investments. 12 Q And the other was Preferred Brands, 13 Inc.; correct? 14 A Correct. 15 Q It was disclosed in the very beginning 16 to you; correct? 17 A Correct. 18 Q I certainly don't understand, sir. I do 19 not understand the difference. We'll see what the 20 judge says. 21 Okay. So now let's go back to the 22 Amended Forbearance Agreement. Let's go back to 23 the Amended Forbearance Agreement. So as of 24 December of '19, you don't know anything about 25 this note not being valid; is that fair?</p>

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1 **A Correct. Yes, correct.**
 2 Q And it's your testimony that you only
 3 learn about it in the litigation; is that what
 4 you're testifying to?
 5 **A Correct.**
 6 Q What did you -- what document did you
 7 learn in the litigation that somehow leads you to
 8 believe that the note is not a proper obligation
 9 of the trust pursuant to the deed of trust
 10 executed?
 11 **A The underlying commercial loan to the**
 12 **restaurant was never joined by the Antos Trust,**
 13 **owner of the real property by way of amendment to**
 14 **the note, which would incorporate the trust as**
 15 **either a borrower or a guarantor.**
 16 (Reporter clarification.)
 17 **A To date the note has not been amended.**
 18 Q And by what authority do you believe the
 19 note has to be amended?
 20 **A My understanding of contract law.**
 21 Q I just want to make sure. We're relying
 22 on you.
 23 Have you ever looked at NRS 164.400?
 24 **A No.**
 25 Q So the document that we recently

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1 provided to you, it's up on the screen now. Do
 2 you see that?
 3 **A I do.**
 4 Q This document is executed, I'll
 5 represent to you, sometime in '14, December of
 6 '14, three years before your transaction. And in
 7 this document, the trust does that very thing.
 8 I'd like you to take a minute and follow with me,
 9 starting at, "The trust is validly existing under
 10 and by virtue of the laws of the State of Nevada."
 11 The trust is in force. The Antoses are the only
 12 trustees, and they "are each authorized and
 13 empowered in the name of the Trust without the
 14 approval of the other trustee, the beneficiaries,
 15 or any other person to execute and deliver a Deed
 16 of Trust, Assignment of Rents," and it recites the
 17 amount. Do you see that?
 18 **A We already went through this document**
 19 **and had this conversation. Yes, I see that again.**
 20 Q Okay. And do you understand what
 21 164.400 does under those circumstances?
 22 MS. BARRAZA: Objection. Calls for
 23 legal conclusion.
 24 **A Also answered I haven't looked at that**
 25 **statute.**

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1 Q Okay. No problem. So you somehow think
 2 that the trust did not obligate itself; is that
 3 your testimony?
 4 MS. BARRAZA: Objection. Asked and
 5 answered.
 6 **A Yes, this document, as we stated earlier**
 7 **in this deposition, authorizes the trust to take**
 8 **an action which was never undertaken.**
 9 MR. MUSHKIN: Ms. Court Reporter, let's
 10 take a two-minute break.
 11 (Break taken from 1:20 p.m.
 12 to 1:27 p.m.)
 13 BY MR. MUSHKIN:
 14 Q Let's take a look at the
 15 Seventh Modification to Secured Promissory note.
 16 Can you see it now?
 17 **A Yes, I can see it.**
 18 Q As you can see, that was previously
 19 produced in this case as 5148 Spanish Heights
 20 000643. Did you bother to look at this one?
 21 **A I don't think I've seen it.**
 22 Q Why don't you take a minute and read it.
 23 **A Can you scroll down. Okay. Scroll**
 24 **down. Okay. Scroll down. Scroll down. Okay.**
 25 **Scroll down. Okay. Scroll down.**

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1 Q I'd be mad if we had the wrong one.
 2 **A Is this the wrong document?**
 3 Q No, no. I just didn't remember it being
 4 this far deep in the document, but when you
 5 scroll, it doesn't go very fast.
 6 **A Okay. Scroll down.**
 7 Q I'm used to turning pages.
 8 **A Yeah. Okay. Scroll down.**
 9 Q Let's just take a minute right here. Do
 10 you see that it goes through the additional
 11 advances that were made to the borrower? Do you
 12 see that?
 13 **A Although it looks like there's another**
 14 **borrower that joined in this -- what is it,**
 15 **Seventh Amendment?**
 16 Q Correct.
 17 **A If I recall, Dixie.**
 18 Q And we'll see -- that's correct, and
 19 you'll see where the trust joins in a minute.
 20 **A Okay. Okay. Okay. Okay. All right.**
 21 **Okay. Scroll down.**
 22 Q I'm not seeing it. Where is it?
 23 **A Okay. Scroll down. Okay. Scroll.**
 24 **Okay. Okay. All right. Okay. Okay. Okay.**
 25 **Okay.**

<p>1 Q Do you understand what that means?</p> <p>2 A I believe I do.</p> <p>3 Q As an amendment to the note they create</p> <p>4 the deed of trust on the real property located at</p> <p>5 5148 Spanish Heights Drive. So would you like to</p> <p>6 adjust your testimony that you've given up until</p> <p>7 now?</p> <p>8 A No. I'm not seeing -- I'm not seeing</p> <p>9 the trust taking on the role of borrower or</p> <p>10 guarantor. I'm just seeing a deed of trust that</p> <p>11 guarantees and secures a zero obligation. Unless</p> <p>12 you can show me -- is there a section? I mean,</p> <p>13 maybe we can save some time. Can you show me</p> <p>14 where the trust becomes a borrower or a guarantor?</p> <p>15 Q Look at the earlier provision, a</p> <p>16 condition precedent to the advance of the</p> <p>17 funds.</p> <p>18 A Right, was the authorization, which we</p> <p>19 discussed.</p> <p>20 Q Authorization and execution and delivery</p> <p>21 of the deed of trust. And if you look forward,</p> <p>22 execution of each of the guarantors,</p> <p>23 acknowledgment of the guarantors attached hereto.</p> <p>24 Let's go to the bottom. And then if we go to the</p> <p>25 next amendment, which if you want, I'll take you</p>	<p>page 276</p> <p>1 the note. So I understand what your defense is,</p> <p>2 but respectfully, sir, as you said earlier, wasn't</p> <p>3 this all part of your due diligence before you</p> <p>4 signed the Forbearance Agreement?</p> <p>5 A I requested the note and it wasn't</p> <p>6 provided. And what I'm seeing so far is an</p> <p>7 amendment to the note signed by the borrowers,</p> <p>8 which are two restaurants.</p> <p>9 Sorry. Let me finish my answer, please.</p> <p>10 I'm not even seeing the guarantors</p> <p>11 signing the amended notes. I'm just seeing the</p> <p>12 borrowers, which are two restaurants, and</p> <p>13 certainly not the trust.</p> <p>14 And to address your previous statement,</p> <p>15 when you said they continued to advance, they</p> <p>16 advanced to the restaurants as borrowers. Just</p> <p>17 because MGM gets a loan doesn't mean that they can</p> <p>18 lien this house.</p> <p>19 Q But if MGM puts up -- but if before</p> <p>20 those advances are made MGM or a related entity</p> <p>21 puts up collateral and then the money is given,</p> <p>22 then the collateral is encumbered, sir, and all</p> <p>23 your previous ramblings about "The note wasn't</p> <p>24 amended" turn out to be false, because the note</p> <p>25 was amended to reflect the trust, and the trust</p>
<p>page 277</p> <p>1 to that one as well.</p> <p>2 A Can you go back. So I see the borrowers</p> <p>3 are KCI and Preferred Restaurant Brands. All</p> <p>4 right.</p> <p>5 Q Right.</p> <p>6 A Under CBC.</p> <p>7 Q Parties to this document.</p> <p>8 A Are there more signatures?</p> <p>9 Q Wait, we got more. Okay. This is the</p> <p>10 Certificate of Trust that's provided with it.</p> <p>11 A So that's authorizing the trust to sign</p> <p>12 as a borrower or guarantor.</p> <p>13 Q There you go. And now let's go to the</p> <p>14 next amendment. There's the deed of trust.</p> <p>15 A What is that deed of trust securing?</p> <p>16 Where is the note that the Antos Trust is a</p> <p>17 borrower on or a guarantor to?</p> <p>18 Q It recites the same note. It recites</p> <p>19 valuable consideration. Remember that they're</p> <p>20 continuing to advance, Mr. Bloom. These predate</p> <p>21 you. This deed of trust is April 26th of -- dates</p> <p>22 back to -- I'm sorry. That's the date of the</p> <p>23 trust. This is December of '14, and they're still</p> <p>24 advancing money under the credit agreement, and</p> <p>25 they're in the note. They're in the amendment to</p>	<p>page 279</p> <p>1 gave specific authority, and it was all done three</p> <p>2 years before you arrived.</p> <p>3 Now --</p> <p>4 MS. BARRAZA: Is that a question? Wait.</p> <p>5 Is that a question?</p> <p>6 MR. MUSHKIN: Yes, I'm asking him.</p> <p>7 BY MR. MUSHKIN:</p> <p>8 Q Is it still your testimony that you</p> <p>9 think the note has somehow been extinguished?</p> <p>10 A So yes and no. Yes, it is extinguished</p> <p>11 as of the doctrine of merger, and to the extent</p> <p>12 that it wasn't extinguished, it's only applicable</p> <p>13 to the borrowers. You still haven't shown me a</p> <p>14 document where the trust did anything more than</p> <p>15 authorize a transaction that never took place.</p> <p>16 But I'm not seeing an amendment to the note where</p> <p>17 the trust said, yes, the trust is now a borrower,</p> <p>18 or yes, the trust is now a guarantor. In fact,</p> <p>19 your statement that it continued to make advances,</p> <p>20 the advances went to the restaurant, not to the</p> <p>21 trust.</p> <p>22 Q Thank you, Mr. Bloom, for not answering</p> <p>23 my question.</p> <p>24 A I'm not giving you the answer that you</p> <p>25 want because it's not truthful.</p>