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Electronically Filed
Jan 27 2022 08:34 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

YOAV EGOSI)	
Appellant,)	No.: 83454
vs.)	
PATRICIA EGOSI, N/K/A)	District Court Case No.: D-16-540174-
PATRICIA LEE WOODS,)	D
Respondent.)	

JOINT APPENDIX

VOLUME 3 OF 19

INDEX TO JOINT APPENDIX

Filing date	Document	Volume	Page
9/26/2016	Complaint for Divorce	1	1-8
10/19/2016	Answer and Counterclaim to Complaint for Divorce	1-2	9-28
10/19/2016	Prenuptial Agreement (exhibit to Answer and Counterclaim to Complaint for Divorce)	2	15-28
10/28/2016	Reply to Counterclaim for Divorce	3	31
1/18/2017	Stipulation and Order for Referral Order for Outsourced Evaluation Services	3	35
7/14/2017	Transcript of June 13, 2017 Evidentiary Hearing re Prenuptial Agreement	3	38
7/14/2017	Transcript of June 14, 2017 Evidentiary Hearing re Prenuptial Agreement	4-5	217-428
9/20/2017	Order re Child Custody	6	429-430
11/3/2017	Clarifying Order re Prenuptial Agreement	6	431-432
11/22/2017	Motion to Clarify or Correct Order of 11/3/2017	6	433-439
12/18/2017	Opposition to Motion to Clarify of Correct Order of 11/3/2017	6	440-454
1/5/2018	Order re Motion to Clarify or Correct Order of 11/3/2017	6	455-456
9/4/2018	Findings of Fact, Conclusions of Law and Orders following June 13-14 Evidentiary Hearing re Prenuptial Agreement	6-7	457-467
9/10/2018	Notice of Appeal to Nevada Supreme Court	7	468-471
3/26/2018	Motion to Reconsider June 14, 2017 decision re Prenuptial Agreement	7-11	474-508
9/18/2018	Motion to Certify Order as Final and Stay Proceedings Pending Appeal	12	520-535
10/5/2018	Opposition to Motion to Certify Order as Final and Stay Proceedings Pending Appeal	13-14	536-545
10/15/2018	Order re Motion to Certify Order as Final and Stay Proceedings Pending Appeal	14	546-548
7/29/2020	Nevada Supreme Court Judgment and Order	14	549-554

5/14/2021	List of Witnesses	14	555-57
7/22/2021	Closing Brief of Patricia Egosi	14	558-562
7/23/2021	Closing Brief of Yoav Egosi	14	563-572
7/26/2021	Findings of Fact, Conclusions of Law and Decree of Divorce	14-15	573-649
8/24/2021	Notice of Appeal	15	650

INDEX TO JOINT APPENDIX REQUESTED SEALED

Filing date	Document	Volume	Page
5/9/2017	John Paglini Report	16	651-715
12/1/2021	Transcript of Evidentiary Hearing April 13, 2021	17	716-875
12/1/2021	Transcript of Evidentiary Hearing April 14, 2021	17-18	876-1013
12/1/2021	Transcript of Evidentiary Hearing May 20, 2021	19	1014-1251

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 CLERK OF THE COURT

RPLY
 Emily McFarling, Esq.
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 Attorney for Plaintiff
 Patricia Egosi

IN THE EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

PATRICIA EGOSI,

Plaintiff

vs.

YOAV EGOSI,

Defendant

)
) Case Number: D-16-540174-D
) Dept. No: Q

) **REPLY TO COUNTERCLAIM FOR**
) **DIVORCE**

COMES NOW the Plaintiff, by and through her attorney of record, Emily
 McFarling, Esq., of McFarling Law Group, and in answer to Defendant's Counterclaim for
 Divorce, states as follows:

1. Plaintiff admits the allegations contained in paragraphs 1-4, 7-8 and 19 of
 Defendant's Counterclaim for Divorce.

2. Plaintiff denies the allegations contained in paragraphs 5-6, and 9-18 of
 Defendant's Counterclaim for Divorce.

///

///

///

///

1 WHEREFORE, Plaintiff prays for an Order of this Court as follows:

- 2 1. Defendant's Counterclaim be dismissed and Defendant take nothing thereby;
- 3 2. Plaintiff's Complaint for Divorce be entered as prayed for therein; and
- 4 3. For such other and further relief as the Court deems just and equitable.

5 DATED this 28th day of October, 2016.

7 **McFARLING LAW GROUP**

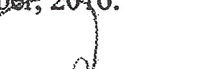
8 By: /s/Emily McFarling
9 Emily McFarling, Esq.
10 6230 W. Desert Inn Rd.
11 Las Vegas, NV 89146
12 (702) 565-4335
13 Attorney for Plaintiff
14 Patricia Egosi

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- I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 USC § 1746), that the foregoing is true and correct.

EXECUTED this 27 day of October, 2016.

October, 2016.


Patricia Egosi

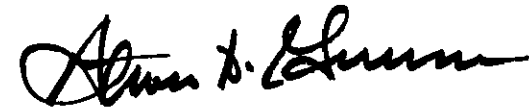
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CERTIFICATE OF SERVICE

The undersigned, an employee of McFarling Law Group, hereby certifies that on the 28th day of October 2016, I served a true and correct copy of REPLY TO COUNTERCLAIM FOR DIVORCE, via mandatory electronic service by using the Eighth Judicial District Court's E-file and E-service System to the following:

Standish Naimi Law Group		
Name	Email	Select
Angela Romero	angela@standishnaimi.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Francesca M. Resch, Esq.	francesca@standishnaimi.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Haunani D. Magalianes	haunani@standishnaimi.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Jason Naimi, Esq.	jason@standishnaimi.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

By: /s/Maria Rios Landin
Maria Rios Landin



CLERK OF THE COURT

1 **SAO**
2 **THE JIMMERSON LAW FIRM, P.C.**
3 **JAMES J. JIMMERSON, ESQ.**
4 Nevada Bar No. 000264
5 **jij@jimmersonlawfirm.com**
6 **MICHAEL C. FLAXMAN, ESQ.**
7 Nevada Bar No. 12963
8 **mcf@jimmersonlawfirm.com**
9 415 S. Sixth Street, Suite 100
10 Las Vegas, Nevada 89101
11 (702) 388-7171
12 Attorneys for Defendant,
13 **YOAV EGOSI**

9 **DISTRICT COURT**

10 **FAMILY DIVISION**

11 **CLARK COUNTY, NEVADA**

12 * * * * *

13 **PATRICIA EGOSI,**

14 Plaintiff,

15 vs.

16 **YOAV EGOSI,**

17 Defendant.

CASE NO. D-16-540174-D

DEPT. NO. Q

Courtroom No. 1

RECEIVED

DEC 27 2016

FAMILY COURT
DEPARTMENT Q

18
19 **STIPULATION AND ORDER FOR REFERRAL ORDER FOR OUTSOURCED**
20 **EVALUATION SERVICES**

21 COME NOW, Defendant, YOAV EGOSI (hereinafter "Joe"), by and through his
22 attorneys, James J. Jimmerson, Esq. and Michael C. Flaxman, Esq. of THE
23 JIMMERSON LAW FIRM, P.C., and Plaintiff, PATRICIA EGOSI (hereinafter "Patricia"),
24 by and through her attorneys, Emily McFarling, Esq. and Samantha J. Mentzel, Esq.
25 of MCFARLING LAW GROUP, and hereby stipulate and agree as follows:
26

27 IT IS HEREBY STIPULATED that this Court shall issue a Referral Order for
28 Outsourced Evaluation Services, specifically a child custody evaluation, along with

1 psychological and drug evaluations of both parties, to be performed by John Paglini,
2 Psy.D.; and

3 IT IS FURTHER STIPULATED that Defendant shall front the costs for the child
4 custody evaluation, subject to reapportionment;.

5 DATED this 27th day of December, 2016

DATED this 22 day of December, 2016

6 THE JIMMERSON LAW FIRM, P.C.

MCFARLING LAW GROUP

7 



8 JAMES J. JIMMERSON, ESQ.

EMILY MCFARLING, ESQ.

9 Nevada Bar No. 00264

Nevada Bar No. 08567

MICHAEL C. FLAXMAN, ESQ.

SAMANTHA J. MENTZEL, ESQ.

10 Nevada Bar No. 12963

Nevada Bar No. 13001

415 S. Sixth Street, Suite 100

6230 W. Desert Inn Rd.

11 Las Vegas, Nevada 89101

Las Vegas, Nevada 89146

12 Attorney for Defendant,

Attorney for Plaintiff,

YOAV EGOSI

PATRICIA EGOSI

14 ORDER

15 NOW, THEREFORE, based upon the Stipulation of the parties, and good cause
16 appearing,

17 IT IS HEREBY ORDERED that this Court shall issue a Referral Order for
18 Outsourced Evaluation Services, specifically a child custody evaluation, along with
19 psychological and drug evaluations of both parties, to be performed by John Paglini,
20 Psy.D.; and
21

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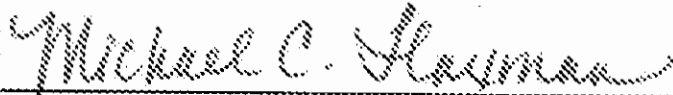
1 IT IS FURTHER ORDERED that Defendant shall front the costs for the child
2 custody evaluation, subject to reapportionment.

3 DATED this _____ day of JAN 13 2017, 2017.

4 
5 _____
6 DISTRICT COURT JUDGE

7 Respectfully Submitted by:

8 THE JIMMERSON LAW FIRM, P.C.

9 

10 JAMES J. JIMMERSON, ESQ.

11 Nevada Bar No. 000264

12 MICHAEL C. FLAXMAN, ESQ.

13 415 South Sixth Street, Ste. 100

14 Las Vegas, Nevada 89101

15 (702) 388-7171

16 Attorneys for Defendant,

17 YOAV EGOSI
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1 TRANS

ORIGINAL

FILED

JUL 14 2017

Adam D. Williams
CLERK OF COURT

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

9 PATRICIA EGOSI,)
10 Plaintiff,) CASE NO. D-16-540174-D
11 vs.) DEPT. Q
12 YOAV EGOSI,)
13 Defendant.)
14

15 BEFORE THE HONORABLE BRYCE C. DUCKWORTH
DISTRICT COURT JUDGE

16 TRANSCRIPT RE: EVIDENTIARY HEARING

17 TUESDAY, JUNE 13, 2017
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APPEARANCES:

The Plaintiff:
For the Plaintiff:

PATRICIA EGOSI
EMILY McFARLING, ESQ.
SAMANTHA MENTZEL, ESQ.
6230 W. Desert Inn Rd.
Las Vegas, Nevada 89146
(702) 565-4335

The Defendant:
For the Defendant:

YOAV EGOSI
JIM JIMMERSON, ESQ.
KRISTINE BREWER, ESQ.
415 S. Sixth St., Suite 100
Las Vegas, Nevada 89101
(702) 388-7171

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

<u>PLAINTIFF'S</u> <u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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(None presented)

DEFENDANT'S
WITNESSES:

PATRICIA EGOSI	22	80	93	--
YOAV EGOSI	102	166	--	--

* * * * *

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

<u>PLAINTIFF'S</u> <u>EXHIBITS:</u>	<u>ADMITTED</u>
--	-----------------

7 - Mr. Guligan agreement	167
22 - Deposition of Mr. Egosi	174

DEFENDANT'S
EXHIBITS:

YY - LawDepot questions and answers	176
ZZ - June 24 prenuptial agreement	148
AAA - Mr. Egosi Gmail	149
EEE - Deposition of Ms. Egosi	60
JJJ - LawDepot Receipt	138

1	LLL - Final prenuptial agreement	141
2	NNN - Tickets	117
3		
4		
5		
6		
7		
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11		
12		
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1 LAS VEGAS, NEVADA

TUESDAY, JUNE 13, 2017

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

3 (THE PROCEEDINGS BEGAN AT 13:40:18)

4

5 THE COURT: We're on the record in the Egosi matter,
6 case D-16-540174-D. Please confirm your appearances.

7 MS. McFARLING: Emily McFarling, bar number 8567,
8 appearing on behalf of the Plaintiff, Patricia Egosi. Next to
9 me.

10 MS. MENTZEL: Samantha Mentzel, bar number 13001.
11 And we also have Patricia Egosi, Plaintiff, present.

12 THE COURT: Good afternoon.

13 MR. JIMMERSON: Good afternoon, Your Honor. Jim
14 Jimmerson and Kristine Brewer of the Jimmerson Law Firm on
15 behalf of Defendant, Joseph Egosi. My bar number is 264.
16 Kristine?

17 MS. BREWER: And my bar number is 8387.

18 MR. JIMMERSON: And present in this court is Joseph
19 Egosi, sir.

20 THE COURT: Good afternoon.

21 MR. JIMMERSON: Good afternoon, Your Honor.

22 THE COURT: This is the time set for evidentiary
23 proceedings on the prenuptial agreement. So we're set for
24 this afternoon, tomorrow afternoon. Each side has three

1 hours. So as you -- as you know, I'll keep track of your time
2 and let you know how much you've used.

3 I do note for the record that -- that the Defendant
4 filed a motion in regards to the motion to validate the
5 prenuptial agreement. And -- and so that hearing is scheduled
6 for July 11th. I'm treating that as part of today's
7 proceeding. So we're vacating the hearing on July 11th.
8 There's no need for that hearing. And I -- and I understand
9 and treat that as the genesis of the proceedings here today
10 and the instruction from the Court that the Defendant will
11 proceed first. So it -- it falls in line with his request to
12 validate the prenuptial agreement.

13 So with that being said, again, you each -- even
14 though we have a full day set for these proceedings, this
15 afternoon and tomorrow afternoon, the time will evaporate very
16 quickly. So I caution you in that regard and I'll give you
17 periodic posts of time as we proceed. So focus on what's
18 truly important. As part of that time, you'll each -- I have
19 received pretrial memorandums from both sides.

20 Certainly if -- and -- and so I -- I can view those
21 as opening statements, but if either party desires to make an
22 opening statement as part of your allocation of time, you may
23 do so at this time. And I'll start with the Defendant.
24 Counsel, do you desire to make an opening statement?

1 MR. JIMMERSON: I do, Your Honor.

2 THE COURT: Okay.

3 MR. JIMMERSON: May I approach the bench, Your
4 Honor? Thank you. This case has taken a dramatic turnaround
5 upon May 30th of 2017, when we had the opportunity to take the
6 deposition of Plaintiff, Patricia Egosi. And I'm mindful of
7 the Court's comments because I reviewed them again from our
8 March hearing and -- and other comments more recently in May
9 with regard to the fact that our client bears the burden of
10 proof by the preponderance of the evidence that the Shear
11 test, under the law of Georgia, the three elements have been
12 satisfied under -- at -- at the conclusion of this case of the
13 addition -- inducement of facts.

14 I'd like to run through you what I believe the
15 evidence will prove, like an opening statement would do, with
16 regard to the Egosi prenuptial agreement timeline and the
17 documents that you'll have introduced -- or the testimony that
18 you'll have introduced be -- before you.

19 The parties met on December 20 -- December of 2006
20 in Miami, Florida. At the time, Joseph was with a girlfriend,
21 Sarah. You'll hear from the testimony of the Def --
22 Plaintiff, Patricia, that they met in December of 2005. She's
23 repeated through that in a number of different matters,
24 including virtually every pleading that you have before you

1 that she swears to under oath. However, she's in error on
2 that by one year. Were her to be -- were her version to be
3 accurate, she had been living in Las Vegas -- I'm sorry, in
4 Miami for two and a half years with the Defendant prior to
5 their marriage on September 26th of 2008.

6 She came with a round trip ticket. We will
7 introduce that ticket before the Court. And she came on
8 January 11th, 2007 and she remained in -- in Miami and then
9 later Atlanta, where they moved in the summer of 2008 and then
10 to Las Vegas in America through the -- from that date to the
11 present with exception of short trips out of town. They did
12 spend six months in Brazil over the 2007, 2008 time period.

13 In March of 2007 through August 13 of 2008 -- and
14 these dates can go on, but I'm ending them on August 13th
15 because that's the day that they sign the prenuptial
16 agreement. It's the date that you're going to measure the
17 elements of Shear, the conscionability, the fairness, the
18 absence of fraud and the like.

19 And at that time, we have established that from
20 March of 2007 until August 13, 2008 and thereafter, Patricia
21 worked with Joe and his business Joy Phone (ph) according to
22 her five days per week except when the parties were out of
23 town. She was granted access to the back office, which
24 contains all financial records, daily receipts, daily

1 expenses, business records, merchant accounts, which would be
2 their credit card uses and their income everyday, daily
3 reports, as well as the personal checking account and personal
4 financial records of Joseph Egosi and herself.

5 Not here, but you'll see is that there was several
6 bank accounts that Patricia had prior to marriage that -- that
7 you have not been told about. And so much of what's in this
8 time line you have not been told about until you read the
9 Defendant's -- our motion -- our pretrial memorandum for the
10 first time last -- either yesterday or last week.

11 In fall of 2007 to January of 2008, Joe and Patricia
12 negotiated an investment by Mr. Guerillo (sic) (ph) where he
13 was offering to pay \$2,000,000 for 40 percent of this
14 business. Never did go through with it and didn't consummate
15 it, but it was Joe's business but Patricia was deeply
16 involved.

17 And in her deposition taken on May 30th, she
18 testifies that she was involved and understood what the
19 dollars were. She even did the math for us and said that if
20 40 percent is worth \$2,000,000, a hundred percent is worth
21 \$5,000,000. And she will testify that she was aware of this
22 man, she met this man and they negotiated over three months
23 time during the time period indicated and was aware of the
24 business and she of course was working the business since the

1 prior March.

2 March of 2007 to August of 2008, Patricia tasks are
3 to answer the telephones speaking English, responding to
4 telephone calls speaking English, placing phone calls speaking
5 English, responding to about eight or 9,000 emails. And we'd
6 like to offer them in bulk, but we presented them a couple
7 months ago -- a month ago we provided them to Plaintiffs,
8 where she is either the recipient of the email and then she
9 responds and she does so without a translator. She's not got
10 a Google translator that hits a word in Brazilian and now it
11 translates to English. No, she's doing this all in English
12 herself and she -- that is her duties and responsibilities.

13 She is an organizer. If you were to talk about
14 qualities of Ms. Egosi, and one of those is that she has a
15 desire to be involved in organizing aspects. And you'll hear
16 Mr. Egosi testify as well as Ms. Egosi about her efforts to
17 organize the business records and personal records, financial
18 records of the parties. And I did -- detailed the tasks that
19 she had, reads, organizes, check account records, bank
20 statements, merchant account records.

21 Daily reports were made as to how the business would
22 do. It's -- it's a teleph -- telephone company that
23 essentially -- it's what you used to see on television and
24 infomercials. It sold an adaptor that you could plug in the

1 wall and it would take the streaming of the Internet and
2 convert it to an analog telephone. And it could do it at
3 seven or eight or \$9 a month as opposed to Vonage, which
4 offers a similar product at about \$25 a month. And certainly
5 less than Verizon or AT&T at, you know, \$65 a month. And she
6 was involved in that business. Only four people had access to
7 the back room which had all the financial records, Patricia,
8 Joseph, and his parents, Violet (ph) and David (ph).

9 The next event is on March 24th, 2008 after she had
10 been here a year and a couple months. They -- they start
11 talking about marriage. This is signified by an email sent to
12 a synagogue by Joe regarding Patricia converting to Judaism.
13 And in fact, Judge, she did convert to Judaism.

14 In the time period of April 2008 to June of 2008,
15 the parties discussed the prenuptial agreement. You will hear
16 that surprisingly to me in terms of what she had been
17 representing to you and to us, she understood what the word
18 prenuptial meant. She knew what it was in Brazil.

19 And contrary to the representation by the Plaintiff
20 that she had no education and that she was a poor downtrodden
21 individual who had practiced, you know, a nightly trade that
22 the Court is familiar with, the reality is she has graduated
23 high school and went to three years of college at the
24 University of Brazil, a school called the Duque Caxais, D-u-q-e

1 K -- C-a-x-a-i-s, for three years of college.

2 And the Court will find that they went online and
3 that they looked at several different websites that had
4 prenuptial agreements. They would review that and they
5 selected the online agreement from LawDepot because of the
6 guarantees that were advertised to exist, a \$10,000 payment in
7 the event that the document was not enforced, and because of
8 other recommendations made online there that suggested that it
9 was a more reputable source for this type of an agreement than
10 others that they had investigated.

11 Now here is where you're going to find new facts
12 that you and I could fall off the chair, and maybe Ms.
13 McFarling too to the extent she didn't know about it. On June
14 24th and 25th, and the reason I say two is because it went
15 over the midnight hour, these parties around 10:30 or so on
16 the 24th selected the LawDepot prenuptial agreement and
17 downloaded it. But before you download it, you have to answer
18 questions that tailor your interest and your family's needs to
19 the document.

20 So for example, you answer questions that we will
21 show you that says name, Joseph Egosi, name Patricia Acosta
22 (ph), okay, that will identify -- there was a son, Nedson
23 (ph), who they identify in the document. They identify what
24 law is to apply there. They affirmatively choose Georgia even

1 in June because they knew they intended to move to Georgia
2 that summer.

3 And they go through a series about fif -- 15 to 25
4 questions that we'll show you and they fill it out. Then it's
5 downloaded. Okay. And now there is a first draft of a
6 prenuptial agreement that both parties have and have -- and
7 read. Okay. In her deposition, she says I never read the
8 agreement. Well, Joseph will testify that she did. But then
9 of course when you were a trial lawyer, you would follow up
10 this way and you would say well, why didn't you. I just
11 didn't want to. No duress, no issues. So you have a clear
12 understanding as of March 29th that she signed the document in
13 August 13th voluntarily.

14 What happens beyond that? This is the shocker.
15 Unbeknownst to Joe, she delivered the prenuptial agreement,
16 the first draft of June 25, to her lawyer, a woman named Batya
17 Goodman, licenced in Florida and in New York. She went to Ms.
18 Goodman's home and met with her up to an hour where Ms.
19 Goodman reviewed the document in front of her, reviewed every
20 page. Not necessarily every line, I couldn't get Ms. Egosi to
21 commit to that, but over every page. And after 45 minutes to
22 an hour, she was told by the lawyer no American woman would
23 sign this document, I don't recommend you -- you sign it and
24 you shouldn't marry him. And that's what she testified to in

1 her deposition of two weeks ago today, May 30th of 2017.

2 That is a far cry from the motion and the facts that
3 you were presented by Ms. McFarling on behalf of her client on
4 January 5 of 2017 when they filed the instant motion to
5 invalidate. And needless to say, I'm confident that Ms.
6 McFarling was surprised by the testimony as well because if
7 she had known about it, that certainly would not have been
8 honest with this Court or to myself because she's very
9 explicit, and -- and if you've seen the pretrial memorandum,
10 I'll give the exact quotes of the brief, without counsel, she
11 signed on the very day she was given it. It wasn't a prior
12 draft. All the things have now been disproven.

13 And there's something else I want to say as part of
14 this opening statement I think is important. When you have
15 those facts come to light, one of the things that you'll
16 gather is that you realize you're not dealing with a woman
17 who's downtrodden. You're not dealing with a woman who has no
18 capability to protect herself. You're dealing with someone
19 who surreptitiously took this document behind Joe's knowledge
20 and, as she has every right to do, presented it to a lawyer
21 who discussed it with her, who is not Joe's lawyer, and she
22 was told not to sign it.

23 So the point being that you -- you get a lot in the
24 papers when you review this. And I went back to review the

1 papers filed by Plaintiff's Counsel. And you'll get this
2 thing that she's downtrodden, she was kicked out of the house,
3 she didn't have any means. But then when you look deeper, you
4 see she has an \$ 800,000 home, she earned \$50,000 a month as a
5 prostitute, she had bank accounts undisclosed, she had bank
6 accounts here that was not disclosed.

7 You -- you come away with maybe somebody --
8 something's just not right here. And that's one of the things
9 we're going to ask you to take a look at that I think will
10 rightly encourage you to maybe take a fresh look at this and
11 that's certainly what we ask you to do.

12 Now, understand the timelines. First draft is June
13 25. That's nearly four weeks before she consults her lawyer.
14 And then after that, another 26 days between July 18th of 2008
15 and signing the document on August 13 of 2008. And so that's
16 why there's no serious effort on the part of -- of the
17 Plaintiff to claim duress because there certainly cannot be
18 that in the presence here. And I did go through their
19 rudimentary questions and no gun to the head, nobody forced
20 you to sign this. You had plenty of time to sign. So why did
21 you sign it? Well, because I was in love with Joe, and I
22 wanted to stay in America. So all right.

23 Now, going on. On August 13, okay, we have the
24 parties reviewing the prenuptial agreement. They moved in the

1 summer of 2008. And so prior to moving, they downloaded this
2 document and they had to answer the same questions, only they
3 answered the questions in two significantly different ways,
4 which I would say the only reasonable inference is that
5 there's a knowingness -- there's a knowingness about what
6 we're doing.

7 What do they do? They realize that Nedson's now 18.
8 In fact, he was 18 on June 6th before they downloaded the
9 first time, but recognizing that he's no longer a minor, they
10 delete any reference to Nedson as a minor child which was
11 present as you'll see on the document of June 25, the first
12 draft. And in the second -- the second draft they download,
13 Joe specifically identifies each of the four or five assets
14 that he had and his obligation on the HELOC, the credit line
15 that he had specified.

16 When you look at the -- and when you look at the
17 document and you look at the -- the entries, there is not a
18 place to list a value. And so when I asked Ms. Egosi well,
19 did the value of these assets bother you or did you want to
20 know them, no. Why not? I -- I could care less, she said.
21 Why -- what do you mean by that? I was marrying him for love
22 and I -- I'm the one, you know, who understood that -- what a
23 prenuptial was and I'm not -- I wasn't -- I didn't care
24 specifically -- I didn't care what he owned or what it was

1 worth. And I went through some detail that you'll hear it
2 today.

3 So they sign the document voluntarily, they sign it
4 knowingly, they download it. There's about a two hour space
5 and time between downloading it and going next door. And I
6 say next door, you know -- in the same building I'm
7 understanding but to a mortgage company that was there before
8 a notary public and two witnesses and they signed.

9 In addition to that, there is, like in every financ
10 -- prenuptial agreement, an effective date. And the effective
11 date is of course on the date of marriage. Well, sometime
12 between August 13 and September 26, the parties agreed to get
13 married but they didn't agree to do that until after they had
14 physically moved to Georgia.

15 Now what's also significant relative to absence of
16 duress and absence of any type of a fraudulent thing is there
17 was no wedding set before they signed the document, there were
18 no invitations. There was plans for a wedding. They hadn't
19 -- they talked about getting married, but they hadn't made any
20 particular plans. A little different than sometimes you see
21 when you have parties trying to attack a prenuptial agreement.
22 None of that existed here. It's all fair. And then they
23 moved to Atlanta, Georgia.

24 And -- and by the middle of September, then they

1 decided well why don't we get married and on the 26th of
2 September, they went down to Fulton County Courthouse and got
3 married with approximately another 150 couples in one large
4 ceremony that apparently you call up and make arrangements
5 for. And so the two of them -- of course they don't know the
6 other 150 couples but they're all there and there's a blessing
7 and they're all married and the -- the marriage certificate
8 evidences that.

9 There are six weeks now, Judge, between August 13
10 when they sign the prenuptial agreement and September 26.
11 There is an effective date provision that makes it clear it
12 doesn't go into effect until they get married. So when you
13 hear the arguments by opposing Counsel that there was some
14 sort of coercion or fraud, it's not brought out by the facts
15 because there were six more weeks between the time they sign
16 it and when they got married that she could have simply
17 followed her lawyer's advice and chosen not to marry Mr. Egosi
18 or demanded a modification.

19 Here's even more powerful testimony. At the
20 deposition, she acknowledged she knew about every one of his
21 assets because she had worked there for a year and a half.
22 She had driven -- she took great joy -- if I were to show you
23 the videotape, I don't know that I'll have the time to do
24 that, about driving in his Mercedes AMG 55. Oh, I loved it, I

1 drove it everywhere. Went through every item, I knew the
2 business, I worked in the back office with the financial
3 records, enjoyed organization of the documents.

4 And then there's something else that's quite
5 significant. You've heard the arguments by opposing Counsel
6 and there is a tendency sometimes to be contradictory and that
7 certainly is caught here, because you've heard the position by
8 opposing Counsel just last month in our May hearing where, you
9 know, she didn't have any understanding of their assets.
10 Well, of course, she contradicts that in her deposition but
11 even more importantly, in a hearing on March 29th before
12 discovery commissioner Soonhee Bailey, the Counsel for the
13 Plaintiff, Ms. McFarling, stated that she knows that the
14 business is doing better now in 2017 than it was doing in 2008
15 because my client was aware of his earnings the entire
16 marriage, end of quote. Page 27 of that transcript quoting
17 Ms. McFarling's argument to Ms. Bailey.

18 And Ms. Egosi -- Mrs. Egosi also testifies that she
19 knew generally if they were improving in terms of number of
20 customers or the like. And in her deposition, at page 117,
21 she testified quote, and has the business done better or worse
22 since 2007 to the present day? Answer, better. Question,
23 what's your basis for that opinion? Answer, I worked for the
24 business and I know that.

1 It is a rare case that has such a turnaround in a
2 time period between January when you have a motion, your own
3 observations in March, and repeated again in May, and this.
4 And that's why I ask the Court, with all due humility, please
5 give Joe Egosi the opportunity of a new clean slate to look at
6 this fresh because it's a different case. And as would be
7 attested to by Mr. Edlin, our expert witness, if he's allowed
8 to testify as to an issue of law, which I don't think he will
9 be allowed by you, but he certainly can testify about ultimate
10 facts.

11 And the facts you'll hear is that -- and he's an AML
12 member. He's American College of Family Trial Lawyers. He
13 has the finest credentials, one of the very best family law
14 lawyers in Georgia, that the -- the agreement, that the
15 printed document itself is an excellent document, that the
16 facts that are adduced are those that you'd want to have
17 known. Okay. And that while you would certainly want to have
18 a stated value for every asset that's listed, the state of
19 Georgia has been replete with cases, Sperland (ph), Lawrence
20 (ph), Malon (ph), that indicates if there is disclosure,
21 either by you and I having this conversation or having through
22 work experience, which was the Malon case and the Lawrence
23 case, that you acquire this information, then you're not going
24 to be allowed to avoid your obligation.

1 And there's nothing here that's unconscionable
2 within the mean in Shear, because what you have is a waiver of
3 past interest in -- in an asset and a waiver of alimony. All
4 after acquired community property assets are divided equally.
5 And if -- if everyone could avoid an -- agree to agreement
6 because of it barred prior to just ask it to be one parties
7 and or -- not -- didn't barr, maintained that, and had a
8 waiver of alimony, then you'd have most prenuptial agreements
9 being set aside just on the basis of a claim.

10 But I really do think that you have to listen to the
11 evidence. We'll hear it unfold again. I have had the
12 opportunity to take the deposition of Ms. Egosi. I have a
13 fair understanding of what Mr. Egosi's testimony is. And more
14 importantly, I've seen what these documents demonstrate, and
15 it's a far different story than we have all been led to
16 believe was the Plaintiff's story prior to today. Thank you,
17 sir.

18 THE COURT: Thank you, Counsel. Ms. McFarling, do
19 you desire to make an opening statement as part of your --

20 MS. McFARLING: I would like to reserve my opening
21 statement for the beginning of my case in chief.

22 THE COURT: Okay. All right. Mr. Jimmerson, you
23 may call your first witness.

24 MR. JIMMERSON: Thank you. Patricia Egosi, please.

1 THE COURT: Okay. All right. If you'd take the
2 stand.

3 (WITNESS SUMMONED)

4 THE MARSHAL: Stay standing.

5 THE COURT: And raise your right hand to be sworn.

6 THE CLERK: You do solemnly swear the testimony
7 you're about to give in this action shall be the truth, the
8 whole truth, and nothing but the truth, so help you God?

9 THE WITNESS: Yes.

10 THE CLERK: Please state and spell your name for the
11 record and you can be seated.

12 THE WITNESS: Patricia Egosi, P-a-t-r-i-c-i-a.
13 Egosi, E-g-o-s-i.

14 THE COURT: Okay. You may be seated. Counsel, you
15 may proceed.

16 MR. JIMMERSON: Thank you.

17 (COUNSEL CONFER BRIEFLY)

18 MR. JIMMERSON: The Court's indulgence, Judge.

19 PATRICIA EGOSI

20 called as a witness on behalf of the Defendant, having been
21 first duly sworn, did testify upon her oath as follows on:

22 DIRECT EXAMINATION

23 BY MR. JIMMERSON:

24 Q Good afternoon, Ms. Egosi. If at any time I ask a

1 question that you don't understand, just let me know and I'll
2 be happy to rephrase it and try to work with you. Okay?

3 A Okay.

4 Q Your present age please?

5 A 45.

6 Q And your date of birth?

7 A October 9, '71.

8 Q And in -- on August 13 of 2008 when you signed the
9 prenuptial agreement, you were 36 years of age; is that right?

10 A Yeah, I guess so.

11 Q And what is your current address?

12 A 4200 Paradise Road, Apartment 2077, Las Vegas Ne --
13 Nevada. 89169 is the zip code.

14 Q And how long have you lived there?

15 A I guess three months now.

16 Q Okay. So would that be March to June?

17 A Yeah.

18 Q Okay. Now, you went to see a criminal defense
19 lawyer with regard to charges brought against you by the State
20 of Nevada; is that right?

21 A Uh-huh (affirmative).

22 Q You listed in those documents that we obtained from
23 that firm a different address. You said that your home
24 address is on South Jones. And -- and that was in April of

1 2017. So can you explain the discrepancy between your home in
2 Paradise Road and the home on South Jones you listed with that
3 law firm?

4 A I was in process of moving and most of my mail went
5 to this address. Actually, a lot of my mails go to different
6 address because of the -- at the time, I don't have like my
7 own place.

8 Q Who lives at the South Jones address now?

9 A It's my friend, Jacqueline Andrede.

10 Q Last name please?

11 A Andrede.

12 Q How do you spell it?

13 A A-n-d-r-e-d-e.

14 Q Thanks. Also, we discovered that you went to have
15 some laser vision with Ken Wesfield (ph) in April, right?

16 A Laser vision?

17 Q Yes, and you spent -- how much did you spend? A
18 couple thousand dollars I think.

19 A I don't think so, sir.

20 Q How much did you spend?

21 A Nothing.

22 Q Okay. There you listed your home to be on Sonoma
23 Sunset Road. Who lives at that address?

24 A It's my friend Lilly Marcus (ph). My I.D. -- when I

1 took my I.D. like few months ago, I stay with her and I use
2 her address to make my I.D.

3 Q That was also in April 2017.

4 A No, my I.D. was not made in April.

5 Q You went to see Ken Wesfield, correct?

6 A Excuse me?

7 Q You went to see Dr. Wesfield in April of 2017?

8 A Yeah.

9 Q All right. And that's when you told that office
10 that your address on Sonoma Sunset?

11 A They use my -- my address I.D.

12 Q All right. Thank you, ma'am.

13 A My I.D. address, I mean.

14 Q Okay. I'm not going to go through the history --
15 your entire history. I did want to say though that you came
16 to America three or four times a year between the years of
17 1998 and 2006, correct?

18 A I -- I don't know about like the years, but I --
19 yeah, three times a year almost.

20 Q And you came to Miami to work as a working girl; is
21 that right?

22 A Yes.

23 Q Okay. And then you first met Joe Egosi in -- in
24 December. And you've heard my opening statement, so I've kind

1 of tipped my hand. You told me always that it was in December
2 2005. Do you recall that?

3 A Yeah, I recall that and I apologize for my mistake.

4 Q It's all right.

5 A In my head, I was with my husband since 2005. My
6 day of my deposition, I went to my passport and I figured out
7 that it was 2006.

8 Q Now you know that --

9 A So look to me was like longer than that -- that I be
10 with him.

11 Q Do you know how many times you said that you came to
12 America in December 2005?

13 A Yes, in my head was 2005.

14 Q Fifteen, 20, 25 times.

15 A Yeah.

16 Q All right.

17 A I was -- I -- I'm -- I was sure that it was 2005.

18 Q But you would agree with Mr. Egosi that it was
19 December of 2006?

20 A Yes, I agree.

21 Q All right. Now I had asked you for a copy, during
22 your deposition of your passport. You didn't provide it to me
23 and your client (sic) didn't provide it to me. You still have
24 control of your passport, right?

1 A No, it's with her and you know that.

2 Q So Ms. McFarling has the passport. All right.

3 Thank you. All right. I do renew my request to have that
4 document. Now, so when you came to -- you met Joe in December
5 of 2006, correct?

6 A Uh-huh (affirmative).

7 Q All right. And then you returned to America on
8 January 11th of 2007; isn't that right?

9 A Yes.

10 Q Okay. And you came thinking you were going to fly
11 back to Brazil in February of 2007?

12 A It was my plan.

13 Q All right. And -- but -- and when you came there,
14 you stayed at Joe's house where he was living with his
15 girlfriend, Sarah; is that right?

16 A Exactly.

17 Q And then a month or so passed and Sarah moved out,
18 right?

19 A Yes.

20 Q All right. Now, a lot of this I know is familiar to
21 you because these are exactly the questions that I asked you
22 in your deposition just two weeks ago today and the answers
23 you've given, but the Judge wasn't present to hear it and so
24 --

1 A Uh-huh (affirmative).

2 Q -- that's why we're repeating this.

3 A No problem.

4 Q If -- if I'm -- if I'm repeating questions, it's
5 because it's actually intentional. I just need the Judge to,
6 you know, hear this now for the first time. Okay. And so
7 from January 11th of 2006, except for a time -- I'm sorry,
8 it's 2007. Except for times when you would be out of -- out
9 of the state of Florida like vacation or travel, you remained
10 in the United States; is that right?

11 A Can you repeat the --

12 Q Except for short trips -- a trip to Brazil I think
13 went for about five or six months, but except for times when
14 you were traveling, you came to -- to Miami and stayed in
15 Miami until 2008; is that right?

16 A I don't understand the question.

17 Q Fair enough. How long did you live in Miami after
18 you first arrived on January 11th, 2007?

19 A In Miami? I don't know the months, but we move to
20 Georgia in 2008 -- end of 2007 and begin of 2008. We are
21 not --

22 Q Is --

23 A I'm -- I'm not sure about the -- the month, but it
24 was 2008. So I say --

1 Q If I suggested that you moved from Miami to Atlanta,
2 Georgia in September of 2008, would that be refreshing your
3 recollection?

4 A No, it was before that, sir.

5 Q Where were you physically located when you signed
6 the prenuptial agreement that is the issue in this case?

7 A When I signed the prenup?

8 Q Where were you?

9 A We was in Florida.

10 Q All right. And that date was August 13 of 2008.

11 A That's what the prenup said, yeah.

12 Q All right. So you were still living in Florida as
13 of August 13 of 2008.

14 A No, we live already in -- in Georgia. I remember
15 that we rent a friend apartment --

16 Q All right.

17 A -- and we stayed there in North Las Vegas at that
18 time.

19 Q Now you signed the document -- where did you sign?
20 Where -- where was the location of your signing the document?

21 A It was in Fort Lauderdale, if I'm not wrong.

22 MR. JIMMERSON: Okay. Madam, this is Triple L
23 proposed. May I -- I -- this is my copy. Can I show it to
24 her or do you want to pull it --

1 THE CLERK: I haven't copied it.

2 MR. JIMMERSON: Years of time, I'm moving along.

3 BY MR. JIMMERSON:

4 Q I'm showing you what's been marked as the final
5 signed prenuptial agreement, Exhibit three -- LLL. Can you
6 identify that document?

7 A Yes, the prenup agreement.

8 Q Okay. And you signed that document, ma'am?

9 A Excuse me?

10 Q Did you sign that document?

11 A Yeah, I was thinking on the last page. Yeah.

12 Q And that is your signature?

13 A Yes, it's my signature.

14 Q And you signed in front of strangers that were
15 witnesses, correct?

16 A Exactly.

17 Q And where did you sign it? In other words, what
18 office did you sign it at?

19 A I don't what kind of office it was, but it was an
20 office -- one floor above of my husband's office.

21 Q So do you recall that the document was downloaded by
22 you and your husband that very day, August 13?

23 A It was not by -- was not downloaded by me.

24 Q It wasn't downloaded -- but you were not present

1 when he was downloading?

2 A I was in the same room for sure, but it was not
3 downloaded by me.

4 Q Okay. But it was downloaded at his office, correct?

5 A Yes, at his office.

6 Q And you went upstairs to the third floor where you
7 had the prenuptial agreement notarized -- signed and
8 notarized, correct?

9 A Yes.

10 Q All right. And that occurred on August 13, the date
11 of the agreement, right?

12 A Yes.

13 Q Okay.

14 (COUNSEL CONFER BRIEFLY)

15 Q Now, you heard in my opening statement and I made a
16 representation to Judge Duckworth that you began working for
17 Joy Phone in approximately March of 2007. Is that -- is that
18 the date when you began working for that company?

19 A I guess so.

20 Q And according to your testimony, you worked five
21 days a week except when you're out of town through -- through
22 the time you signed the prenuptial agreement, August of 2013.

23 A No, you're wrong. I work even when I was out of
24 town.

1 Q Okay. Thank you for the correction. And so
2 according to your testimony, you said you work every day of
3 the week -- I'm sorry, you work five days a week, I know I
4 misstated, from March of 2007 through August of 2016. Do you
5 recall telling me that?

6 A Yes, I --

7 Q Is that a true statement?

8 A Yes.

9 Q Okay. So when you told Dr. Paglini that you only
10 work on again and off again, were you telling the truth to him
11 or are you telling the truth now?

12 A I -- I don't understand your question. Please
13 repeat.

14 Q Did you -- do you recall telling Dr. Paglini when he
15 asked you your work -- you said you worked on again and off
16 again between 2007 and the -- the date that you met with him,
17 August of 2016?

18 A On and off? What do you mean on and off?

19 Q Occasionally, not consistently.

20 A No, I work every day.

21 Q So if you told Dr. Paglini that you work --

22 A I mean every day. Sorry about that.

23 Q -- on again and off again, then you would be
24 misinforming him; is that right?

1 A On and off? I don't understand what is on and off.

2 Q Okay. Thank you. Now what were your duties'
3 responsibilities for the company from March of 2007 through
4 August 13 of 2008? And for most part, I'm always going to be
5 talking to you about January of 2007 when you came to live and
6 -- and decided not to return through the date you signed the
7 document 18 months later. So tell me, in that 18 month time
8 period, what were your duties responsibilities, ma'am?

9 A I work for a portability department.

10 Q And did you have access to the back room?

11 A We work in the back room.

12 Q And who had access to the back room?

13 A Was only the family. Joe Egosi, David Egosi, Violet
14 Egosi, and me.

15 Q Okay. Thank you. And there were other employees
16 who worked in the front of the office?

17 A Yes, exactly.

18 Q And I've been told that depending upon which month,
19 the number of employees may have changed between nine and 15
20 in that range; is that right?

21 A Yeah.

22 Q In addition to the four of you.

23 A Yes.

24 Q Okay. And the others weren't allowed access to the

1 back room, were they?

2 A Excuse me?

3 Q The other employees were not allowed to go to the
4 back room; is that right?

5 A No.

6 Q And why was that?

7 A I'm not sure.

8 Q Okay. Were the financial records of the business in
9 the back room?

10 A Financial record?

11 Q Yes, of the business.

12 A What do you mean financial record?

13 Q Checking account records. You organize -- you filed
14 the check registers in two files.

15 A On 2000 -- from 2007 to 2008, I was only responsible
16 for portability department. And sometimes I did shipping
17 also. Actually, I did also customer return.

18 Q And do you recall that you felt that you were a good
19 organizer?

20 A I am always a good organizer.

21 Q And do you recall that you would organize the
22 checking reg -- registers -- not regi -- checking statement --
23 bank statements on a monthly base -- and place them in the
24 right files?

1 A I -- I don't know about that.

2 Q Okay. You would look at the daily reports, correct?

3 A Daily report of what?

4 Q The increased number of customers, the decreased
5 number of customers.

6 A Daily report of increase and decrease?

7 Q Yes.

8 A I don't know what you talk about.

9 Q So are you familiar with the fact that the company
10 every day produced a document, a single page, that would show
11 an increase in telephone customers or maybe if they lost
12 business -- lost customers, a decrease in customers?

13 A I only was aware about port customer's number, ship
14 customer's adaptor, and receive customer's adaptor. I'm not
15 sure how many I did per day because it's long time ago.

16 Q Okay. And you recall that those daily reports would
17 also show the amount of money that was being collected through
18 normally, credit cards? I guess a check or two could have
19 them, but normally credit cards.

20 A Say again please?

21 Q Do you recall that you would see on those daily
22 reports also the amount of money the company would earn on
23 that day because the customers -- the new customers would pay
24 up front their yearly charge? And it would show the, you know

1 -- the -- the credit card.

2 A Yeah, you were -- you made -- you made me remem --
3 remind something. Yeah, I did some yearly charge. Joe Egosi
4 gave me a list of customers every day to charge a yearly sign
5 up for the customer. So the only thing I did is follow the
6 list, and go to the customer account, find the customer
7 account, and then put the amount of money the customer
8 supposed to pay on the credit card information, click some
9 links, and then sometimes decline, sometime the -- the payment
10 went through, but I'm not sure how many customers it was.

11 Q Okay.

12 A I didn't count at that time.

13 Q All right. Now I asked you the question in your
14 deposition two weeks ago, has the business done better or
15 worse since 2007 to the present day. Do you recall that I
16 asked you that question?

17 A Yes.

18 Q All right. Do you recall what your answer was?

19 A Yes.

20 Q What was your answer?

21 A Doing better.

22 Q Okay. Can I ask you what's the basis for your
23 opinion?

24 A I work for the company. On the time that my -- my

1 husband said he was losing money, I had to clean restroom, I
2 had to do the office, I had to move the office across the --
3 the country, you know. And I thought he was losing money.
4 That's why I did all that. And then time pass I saw how he
5 like spend money on travels, on equipments, on everything for
6 co -- for the company.

7 Q Okay. And prior to signing the prenuptial
8 agreement, did you travel with your -- your husband, at that
9 time, your boyfriend, to Brazil?

10 A Say again, sir?

11 Q Prior to signing the prenuptial agreement in August
12 2013 --

13 A Yeah.

14 Q -- had you and Joe traveled to Brazil for an
15 extended time?

16 A Yeah, we -- I -- we -- I came in June -- January
17 2007 to stay with him. And I guess we went back to Brazil in
18 June if I'm not wrong.

19 Q Okay. And how long did you stay in Brazil? Several
20 months?

21 A I don't remember, sir.

22 Q Five or six months?

23 A I don't remember.

24 Q Okay. And you had enjoyed a -- a good lifestyle

1 yourself before you met Joe; isn't that right?

2 A Excuse me?

3 Q You had enjoyed a comfortable lifestyle yourself

4 before you met Joe?

5 A Yes.

6 Q And during -- by virtue of the work that you

7 performed before you met Joe -- you told Dr. Paglini for

8 example you made \$50,000 a month.

9 A Yeah.

10 Q Okay. And in that time period before meeting Joe,

11 you acquired a home in Brazil with another lady; is that

12 right?

13 A Exactly.

14 Q And her name please?

15 A Sandra Silva (ph).

16 Q Okay. And you acquired the home 50 percent and 50

17 percent; is that right?

18 A Yes.

19 Q All right. And that was the home that you told the

20 Court, in our last court hearing in May, that it was worth

21 about \$800,000 total? 400,000 for your side.

22 A My husband said that, not me, because I still today

23 I don't know how much my house is evaluate in Brazil.

24 Q Do you recall that in your deposition two weeks ago,

1 you testified that the value of the home is \$800,000?

2 A Yeah, I told my husband -- what my husband said
3 because here today I'm not able to find out how much my house
4 is valued in Brazil.

5 Q Could you tell the Court who Ms. Silva is to you?

6 A My ex -- ex girlfriend.

7 Q Okay. And you lived with her for how many years?

8 A With her? I live with her for like -- relationship
9 I had with her for 12 years.

10 Q And then did you live with her longer than that?

11 A Longer? No.

12 Q Okay. And when did you cease living with her? Was
13 that in the December 2006 time period?

14 A Excuse me?

15 Q When did you stop living with her? Was that when
16 you came to the United States and met Joe?

17 A Yes.

18 Q Okay. And so that's the lady that you bought the
19 home with, right?

20 A Yeah.

21 Q And when I ask you what your understanding of the
22 value of your home was in your deposition two weeks ago; is it
23 true that you told me it's worth \$800,000?

24 A Yeah.

1 Q Now, in the time period before you signed the
2 prenuptial agreement, again, between the March of 2007 to
3 August 2008 time period, did you learn about a man named Mr.
4 Gulio (sic), who was seeking to invest his money into Joe's
5 business?

6 A Excuse me, can you please repeat and speak like
7 slow? Because I cannot follow.

8 Q Absolutely, ma'am. No problem.

9 A Thank you.

10 Q Do you know a Mr. Gulio (sic) -- Gulio (sic)?

11 A Yeah, I met Ms. -- Mr. Marco (ph) Guligo (sic) in
12 San Pao through my husband.

13 Q And how long did you meet with Mr. Gulio (sic)? In
14 other words, how many months did you know him?

15 A When I met him for the first time?

16 Q Yes, ma'am.

17 A How many months I met him?

18 Q How -- how much -- how long had you had known him?

19 A I -- I don't know him before.

20 Q Well let's start easy. When did you first meet him?

21 A I don't remember like dates and -- and months.

22 Q Well, to -- to refresh your recollection, do you
23 recall that he negotiated with Joe to buy 40 percent of Joe's
24 business?

1 A Yeah, after I got the contracts. Yeah.

2 Q And how many months did you observe Mr. Gulio (sic)

3 coming around to Joe where you were present?

4 A I don't remember, so how many months.

5 Q And after several months or some months -- some

6 period of months, they didn't reach an agreement and he

7 stopped meeting with Joe, correct?

8 A Say again, sir?

9 Q After some month -- number of months, Mr. Gulio

10 (sic) no longer came around?

11 A No, we left Brazil.

12 Q Okay. And Mr. Gulio (sic) had given a hundred

13 thousand dollar down payment, correct?

14 A I just figured out then.

15 Q You knew it at the time. You knew it in 2007.

16 A I don't know how much was. I know --

17 Q Okay.

18 A -- Joe get some money from him.

19 Q And you knew that the obligation was for Joe to

20 increase the number of new customers by 1,000 over a 30 day

21 time period, correct?

22 A I don't know about that.

23 Q And you know that Joe actually attained that goal --

24 actually did acquire more than a thousand new customers in

1 that same 30 day trial period?

2 A I don't know either.

3 Q And then in any event, you did learn from Joe and by
4 the fact that Mr. Gulio (sic) no longer came to your home or
5 you no longer went to dinner that he would no longer have an
6 interest to buy any portion of Joe's business, right?

7 A Can you please repeat? I -- I ask you --

8 Q Did you learn that -- did you learn that Mr. Gulio
9 (sic) had chose not to buy the business?

10 A I ask you to speak slow because I cannot follow you.

11 Q You didn't have any trouble when I asked you the
12 identical question in your deposition. Did there come a time
13 when Mr. Gulio (sic) --

14 A But I cannot -- lis -- listen --

15 Q Please. Did there come a time Mr. Gulio (sic) had
16 no longer interest in buying the business?

17 A Yeah, he was not longer, I guess.

18 Q And why was he not wrong (sic), you guess?

19 A You have to ask my husband, not me.

20 Q No, why did you say that he was not wrong, I guess?

21 A Excuse me?

22 Q Why did you say he's not wrong, I guess? You said
23 he's not wrong, I guess.

24 A I don't say wrong, longer.

1 Q Longer?

2 A Yeah.

3 Q All right. Now, let's -- something else we learned

4 two weeks ago is that you graduated high school and you went

5 to college for three years, right?

6 A Yeah.

7 Q What high school did you graduate from?

8 A Which high school?

9 Q Yes, ma'am.

10 A In Brazil.

11 Q Okay. Do you know the name?

12 A Yeah, Albet Sunsu Demal (ph). Actually, sorry about

13 that, Duge Caxais.

14 Q And then you went to college. And what was the name

15 of the college for three years?

16 A Sorry, the -- the high school was Albet Sunsu Demal

17 and the college Duge Caxais. It's a long time.

18 Q And do you recall at page 97 of your deposition

19 taken two weeks ago on March 30th, and I asked the question,

20 and what is the fair market value of that home today and you

21 answered I just figured that there is around \$800,000?

22 A Yeah.

23 Q Okay. Now -- and your girlfriend also told you that

24 the value of the home is \$800,000.

1 A Yeah, I tried to contact her and she said something.
2 She told me in reais, not in dollar.

3 Q Thank you, ma'am. Now, tell me about the business
4 in 2007 and 2008. What was the business of Joy Phone that you
5 worked for for that 18 month time period? Approximately 18
6 months.

7 A Telecommunication.

8 Q And what was the services that are offered?

9 A Voice -- voice IP, voice-over IP.

10 Q And it's to sell a product, like an adapter or
11 something that was called an ATA or ITA?

12 A Yes.

13 Q And what was that, ma'am?

14 A What it was then?

15 Q Yes, what was the product that -- that was being
16 sold to customers?

17 A The product? Phone service.

18 Q And did it convert from the Internet to a telephone?

19 A Yes.

20 Q And you -- you had certain responsibilities that you
21 described and were one of those responsibilities to speak to
22 customers?

23 A When?

24 Q Between March of 2007 and August 13 of 2008.

1 A No, I never speak with customer over the phone.

2 Q Never spoke to them on the phone.

3 A Not over --

4 Q Ever.

5 A -- the phone. On this period of time.

6 Q Okay. And was there a time that you did start
7 talking to customers?

8 A Yeah, I start talk to the customers -- he push me to
9 speak with customers around 2009. I was not hap -- because my
10 English was not good as today. And I cry everyday that I have
11 to talk with customer because they always like make fun of me
12 to the point that Joe even took phones -- like phone call --
13 middle of the phone call, he took the phone call and start
14 yelling and screaming to the customer not --

15 MR. JIMMERSON: Your Honor --

16 A -- to curse me like that.

17 MR. JIMMERSON: I'm going to move to strike. All of
18 this is voluntary.

19 THE COURT: Su -- sustained.

20 BY MR. JIMMERSON:

21 Q Please, I just asked you when. The answer was 2009
22 according to your testimony? Is when you first --

23 A Yeah, I think it was 2009, if I'm not wrong.

24 Q So you deny that you talked on the phone to

1 customers in 2008?

2 A I don't think so, sir.

3 Q And you deny talking to customers in 2007?

4 A No, I never talk to the customer on phone in 2007.

5 Q Did you respond to emails?

6 A Yes, emails. Yes.

7 Q Did you send emails?

8 A Yes.

9 Q We produced about 9,000 of those emails in
10 production. You've seen those documents, haven't you?

11 A Yeah, I see -- I saw some.

12 Q And they are documents that you responded to or that
13 you initiated, that you started, right?

14 A I don't understand the question.

15 Q You either sent a document to a customer or they
16 sent one to you and then you responded.

17 A Yeah.

18 MR. JIMMERSON: Counsel, I'd like to ask as I do
19 have exhibits 9,000 tickets and emails be introduced as one
20 exhibit.

21 MS. MENTZEL: Are you looking at Exhibit D? Are you
22 looking at Exhibit C?

23 MS. BREWER: Yes.

24 MR. JIMMERSON: Yes.

1 MS. BREWER: That's Exhibit C and D.

2 MR. JIMMERSON: C and D.

3 MS. MENTZEL: I'm going to object to authenticity of
4 the documents. We're looking through the documents. They do
5 not say response of Patricia. Most of the documents
6 specifically say Joy Phone. We don't know whether they were
7 sent or received by Patricia exactly. And I mean, I think
8 when we're looking at 9,000 things of pages to -- to put in
9 there -- 9,000 pages of documents when we don't even know --
10 it doesn't have Patri -- tricia's name as responses to those
11 ex -- exhibits. I'm going to say authenticity. You have to
12 prove that they're actually to and from her.

13 THE COURT: Okay.

14 MR. JIMMERSON: My response is twofold. Number one
15 is they've had weeks to look at the documents, including the
16 witness, to know, is she denying that she was part of it -- I
17 mean, I'm just saying it's a little bit of game. Secondly,
18 there are two types of documents in the 9,000. One's called
19 tickets and one is called emails. The emails are to Joy
20 Phone. The tickets are addressed specifically to Patricia.
21 And we have an example for the Court you haven't seen. So
22 that foundation argument by opposing Counsel, Ms. Mentzel,
23 would not be accurate.

24 MS. MENTZEL: And we received these documents on

1 June 2nd of 2017, these 9,000 pages, which were produced by
2 Defendant.

3 MR. JIMMERSON: Right.

4 MS. MENTZEL: On -- on June 2nd. We're looking at
5 what's June 13th now.

6 MR. JIMMERSON: It's true.

7 MS. MENTZEL: So we -- we received them 11 days ago?

8 MS. McFARLING: It's a Friday.

9 MS. MENTZEL: Oh, it was a Friday? 11 days ago.

10 MR. JIMMERSON: They've had plenty of time. And
11 these are true and correct documents. Just --

12 MS. MENTZEL: And --

13 MR. JIMMERSON: Just a game and they're using my
14 time to do it, Judge. My client can certainly lay the
15 foundation. They're business records kept in the ordinary
16 course. I have a certificate of custodian of records, but I'd
17 like -- if I could to get them admitted, if not, then --

18 THE COURT: Well --

19 MR. JIMMERSON: -- you'll make your ruling and
20 we'll --

21 THE COURT: Yeah, yeah.

22 MR. JIMMERSON: -- go on.

23 THE COURT: Through this witness, I sustain the
24 objection.

1 MR. JIMMERSON: Thank you, Judge. Can I have my
2 document back please? Thank you.

3 MS. MENTZEL: I don't know what that was exactly
4 that was just handed. There was 9,000 --

5 THE COURT: I think that was a sample.

6 MS. MENTZEL: Okay.

7 MR. JIMMERSON: It's a sample.

8 MS. MENTZEL: Okay.

9 THE COURT: A sample of the communications.

10 MR. JIMMERSON: Would you mark this as Exhibit
11 Triple M please? Three M.

12 BY MR. JIMMERSON:

13 Q And what would be the subject matter? What would be
14 the issues that you'd be addressing in the emails that you
15 would send?

16 A I don't remember.

17 Q And what would be the issues in the tickets that you
18 would deal with?

19 A I don't remember.

20 Q Please tell the Court what a ticket is.

21 A Sorry about that; I just nervous. Ticket was like
22 internal, like emails produced by his company, I guess. For
23 me, it's not different by ticket and email. I guess ticket
24 had numbers and email don't have numbers.

1 Q And all of them were in English, correct?
2 A Yes.
3 Q All the emails were in English?
4 A Yes, it was United States.
5 Q All the tickets were in English?
6 A Yes. Actually sometimes I -- I also answer in
7 Spanish.
8 Q And -- and you responded in English, right?
9 A Uh-huh (affirmative).
10 Q Your response in English? Did you ever have to hire
11 a translator to do your job, an interpreter?
12 A What do you mean do my job translate? I don't
13 understand the question.
14 Q To receive emails, to send emails, to speak to
15 customers, to listen to customers. Did you ever have to
16 employ the use of an interpreter or a translator?
17 A I don't have employ but I have Google Translator.
18 Q You didn't use it, did you?
19 A If I use it? I still have Google Translate on my
20 cell phone now.
21 Q But you didn't use it during your job, did you?
22 A I use a lot.
23 Q You did?
24 A Yeah.

1 Q When did you start using it, ma'am?

2 A I used Google Translate before I met Joe Egosi.

3 Q Did you use it during your job as part of your

4 responsibilities in front of these folks?

5 A What folks?

6 Q Folks -- your mother-in-law, your father-in-law, and

7 your husband.

8 A No, I don't understand the question. So please --

9 Q Would any one of the three of them have seen you use

10 this alleged translator that you got?

11 A I'm not sure -- I don't know.

12 Q What was your level of fluency in English in June --

13 in August of 2013?

14 A I speak some English, yes, and read and write only

15 few words --

16 Q Do you recall in --

17 A -- here and there.

18 Q Sorry. Do you recall in your motion on January 5 of

19 2017 that you swore to -- under oath, that you didn't speak a

20 word of English?

21 A It's the way that I can say that I don't speak word

22 in English.

23 Q But in fact, you spoke quite a bit of English; isn't

24 that true?

1 A Yeah, I speak some English for sure.

2 Q I think we would agree that you are not fluent in

3 English. Agree?

4 A Yeah.

5 Q But your knowledge of English was quite extensive

6 because of your many trips to United States from 2008 to the

7 -- to the time you signed the prenuptial agreement, right?

8 A I don't think I need to speak English when I was a

9 stripper. I work with my body, not with my mouth.

10 Q And you made a trip to United States about 20 times

11 between 2008 and 2006 -- I mean, between 1998 and 2006; isn't

12 that right?

13 A Excuse me? Say again?

14 Q You came to the United States about 20 times over

15 the eight years of 2000 -- of 1998 to 2006?

16 A I -- I don't know how many times with what you

17 saying.

18 Q All right. Now, let me just -- you knew how to

19 write, for example, words like I love you?

20 A Yeah.

21 Q How are you doing?

22 A Uh-huh (affirmative).

23 Q Everything okay?

24 A Simple --

1 Q You speak that in English?
2 A Simple -- simple things like that.
3 Q And you could write in English as well, right?
4 A Simple things like that.
5 Q Now, you first started discuss --
6 (COUNSEL CONFER BRIEFLY)
7 Q You first started discussing a prenup in March of
8 2007; is that right?
9 A Excuse me, sir? Like I -- I --
10 (COUNSEL CONFER BRIEFLY)
11 MS. MENTZEL: Quick question for the Court. I'm
12 just wanting -- wondering if the witnesses -- if these are
13 witnesses back here --
14 MR. JIMMERSON: They are.
15 MS. MENTZEL: -- preparing to testify --
16 MR. JIMMERSON: They are.
17 MS. MENTZEL: -- we'd like to invoke the
18 Exclusionary Rule with the witnesses.
19 MR. JIMMERSON: As long as it's applied mutually, I
20 have no objection.
21 MS. MENTZEL: Absolutely.
22 THE COURT: Okay. So anyone who is -- you plan to
23 call as a witness needs to be excused.
24 (COUNSEL CONFER BRIEFLY)

1 BY MR. JIMMERSON:

2 Q So the question that I was asking you was --

3 MS. McFARLING: May I ask who this is behind us?

4 MR. JIMMERSON: That's the father. Isn't that --

5 isn't that David?

6 MR. EGOSI: Yes, is he going to be a witness?

7 MR. JIMMERSON: He is definitely going to be a

8 witness.

9 MR. EGOSI: Okay. David, please --

10 THE MARSHAL: It is policy, sir.

11 MR. D. EGOSI: You want me to do?

12 MR. EGOSI: You're going to be a witness.

13 MR. JIMMERSON: You have to leave, David, because

14 you're going to be a witness.

15 MR. D. EGOSI: Where do I go, outside?

16 MR. JIMMERSON: Yes, sir. Thank you so much.

17 BY MR. JIMMERSON:

18 Q Okay. The question I asked you before the

19 interruption there was, did you and Joe start talking about a

20 prenuptial agreement in the spring of 2007?

21 A You say spring 2007?

22 Q Yeah, March and April 2007.

23 A I -- I don't remember.

24 Q You remember me asking in your deposition?

1 A I don't remember which month we start talk about
2 prenup.

3 Q But it was months before you downloaded the
4 prenuptial agreement.

5 A I still don't remember when.

6 Q Okay. Very good. And do you recall that you looked
7 at different websites where -- were -- were you looking at
8 prenuptial agreements?

9 A Excuse me?

10 Q Do you recall looking at different websites online
11 to look at different prenuptial agreements?

12 A Me look website for the prenup?

13 Q With -- with Joe, yes. The two of you.

14 A No, not me.

15 Q You don't recall that you looked at three or four
16 different websites?

17 A No.

18 Q Do you recall that you and Joe on June 25 downloaded
19 a first draft of your prenuptial agreement?

20 A The whole pro -- prenup process was made by my
21 husband.

22 MR. JIMMERSON: I move to strike the answer as being
23 non-responsive.

24 THE COURT: Sustained.

1 BY MR. JIMMERSON:

2 Q Do you recall that you and Joe downloaded the first
3 draft of your prenuptial agreement on June 24 and June 25?

4 A My husband did that.

5 Q All right. And you were not present?

6 A Maybe I was around him, but I did not sit with him
7 and look to the computer and download anything.

8 Q Okay. So you met with your lawyer on July 18th of
9 2007; isn't that right? I'm sorry, 2008. I misspoke. You
10 met with your lawyer on July 18th of 2008; isn't that right?

11 A Lawyer? Which lawyer you talk about?

12 Q Ms. Goodman, the one you identified in your
13 deposition.

14 A She was never my lawyer.

15 Q You met with a woman named Batya Goodman on July
16 18th of 2008; isn't that right?

17 A Batya?

18 Q Yes or no?

19 A I know her name right now, but I know her from -- as
20 Bea was Joe's close friends.

21 MR. JIMMERSON: Move to strike the answer as being
22 non-responsive.

23 THE COURT: Sustained.

24 BY MR. JIMMERSON:

1 Q Did you -- just listen to my question. Very simple.
2 I've already asked you this question before. Isn't it true
3 that you met with Batya Goodman on July 18th of 2008?

4 A Yeah, I -- I met with Bea; Joe's friends.

5 Q And she reviewed the prenuptial agreement draft with
6 you on that occasion; do you recall?

7 A Yeah, she read for herself the --

8 Q Good.

9 A -- prenup.

10 Q How did she get a copy of that document?

11 A Me and my husband went to their house.

12 Q And you met with her alone, correct?

13 A We went together to their house. And my husband and
14 her boyfriend is still in the li -- is stay in the living
15 room.

16 Q Ma'am, excuse me. The question is really simple.

17 MR. JIMMERSON: Move to strike the answer as being
18 non-responsive.

19 THE COURT: Sustained.

20 BY MR. JIMMERSON:

21 Q You met with her alone?

22 THE COURT: You -- you need to listen to the
23 question and answer the question.

24 THE WITNESS: I thought I answer.

1 BY MR. JIMMERSON:
2 Q When you met with her, you met with her in her
3 bedroom, correct?
4 A Yes.
5 Q And you met with her alone, only the two of you
6 being present, correct?
7 A Yes.
8 Q And you met with her for approximately one hour;
9 isn't that right?
10 A No.
11 Q How long did you meet with her?
12 A I think like a few minutes.
13 Q Oh, just a few minutes.
14 A Yeah.
15 Q So when you testified it was 45 minutes to an hour,
16 that was not truthful two weeks ago?
17 A Maybe.
18 Q And she told you after -- she read every page to
19 you, correct?
20 A She read for herself, yeah.
21 Q And then she discussed what was in the agreement,
22 correct?
23 A No, she didn't discuss me anything.
24 Q She discussed with you that -- that there be a

1 waiver of alimony, correct?

2 A Excuse me?

3 Q Forgiveness -- she told you there would be no
4 alimony?

5 A No, she just --

6 Q She told --

7 A -- meant -- she just meant --

8 Q She told -- all right. She told you that Joe's
9 assets would be his assets and your assets would be your
10 assets, correct?

11 A No, she didn't say none of that.

12 Q And after 45 minutes to an hour, she recommended
13 that you don't sign it, correct?

14 A Yes.

15 Q And in fact, she said quote, and no American woman
16 would sign this agreement or words --

17 A Yes, it what she said.

18 Q All right. And you were the one who emailed the
19 agreement to her; isn't that right?

20 A No, sir.

21 Q I asked you this question --

22 MR. JIMMERSON: Your Honor, I'd like -- we have
23 marked as an exhibit the deposition of Patricia Egosi, just
24 like opposing Counsel has done the same thing for my client.

1 So I'd like to just -- there's not a requirement for
2 publishing deposition. That's a vestige of a thousand years
3 ago. I would move to publish or have printed out the
4 deposition of Patricia Egosi taken on March 30th, 2017.

5 THE COURT: And that's marked as one of the
6 exhibits?

7 MR. JIMMERSON: It is May 30th -- I say that's --
8 it's -- and exhibit number is what?

9 MS. BREWER: Triple E.

10 MR. JIMMERSON: EEE.

11 THE COURT: Any objection to the admission of -- of
12 Exhibit Triple E?

13 MS. MENTZEL: No Objection.

14 THE COURT: Exhibit Triple E is admitted into the
15 record.

16 (DEFENDANT'S EXHIBIT EEE ADMITTED)

17 MR. JIMMERSON: And in that regard, I would
18 stipulate to and by -- and introduce Joe's deposition.

19 THE COURT: Which is Exhibit --

20 (COUNSEL CONFER BRIEFLY)

21 MS. BREWER: Double N.

22 MR. JIMMERSON: Double N. NN. Okay. All right.

23 BY MR. JIMMERSON:

24 Q I'd like to call your attention to page 88 of your

1 deposition and ask you to recall that I asked you this
2 question reading from lines 11 through 22. Just read them
3 quietly to yourself please.

4 A 11420?

5 Q No, no, no. Read it to yourself.

6 A 1141?

7 Q Line 11. You see the 11 there?

8 A Yeah.

9 Q Just read there down to 22.

10 A 22?

11 Q Yeah, please. Just read it to yourself.

12 MS. MENTZEL: I'm sorry, Jim. What page are you on?

13 MR. JIMMERSON: 88.

14 MS. MENTZEL: 88. Thank you.

15 (COUNSEL AND CLIENT CONFER BRIEFLY)

16 THE WITNESS: Okay. I'm done.

17 BY MR. JIMMERSON:

18 Q Question. When you -- when you met with -- with Bea
19 -- referring to -- she went over this document with you.
20 You've already -- you told us that right. Like she read for
21 herself and then she tried to explain to me what is the
22 document for, but she never like read to me every single page,
23 every single sentence. Question. What did she read to you
24 then if she didn't read everything? Answer. She read for

1 herself of how I said. She read and I wait for her and then
2 she read and read then she told me that the document is like
3 not good. I should not marry Joe. I should not sign the
4 document. End of quote. Have I accurately read your
5 testimony, ma'am?

6 A Uh-huh (affirmative).

7 Q All right. And then just to call your attention to
8 page 74 -- excuse me, 71 at line 24 and 25. Remember you
9 testified that -- I asked you who was present to listen to Bea
10 discuss the agreement with you. And you answered it was only
11 me and her in her bedroom.

12 A Yeah.

13 Q All right. You never told Joe that you had met with
14 her, did you?

15 A Excuse me?

16 Q You never told your husband to be that you had met
17 with Batya Goodman on July 18th of 2008, did you?

18 A I never told Joe that I met with Bea.

19 Q And you viewed the agreement with her.

20 A I never told him?

21 Q No, you didn't, did you?

22 A He was with me.

23 Q He wasn't in the room with you. You never told him
24 that you met with her to review the prenuptial agreement, did

1 you?

2 A He went there with me to read the prenup. He knows

3 then.

4 Q Well, you didn't say that in your deposition. So

5 you're saying he was present when it was read to you?

6 A We went to her house for this -- for -- for -- to

7 read the prenup.

8 Q Really?

9 A He knows that. He --

10 Q Who was present for that meeting to read the prenup?

11 A In the house?

12 Q Yes, ma'am.

13 A Me, him, his -- her boyfriend, her.

14 Q Okay. And why did you meet with her alone in her

15 bedroom?

16 A It was her thing to do. I don't know. We have to

17 ask --

18 Q You asked to meet with her.

19 A We --

20 Q You asked to go over the agreement with her, didn't

21 you?

22 A Huh?

23 Q You asked her to review the document, didn't you?

24 A I ask her.

1 Q Okay. You knew that she was a lawyer?

2 A Yeah, because it was his friend. He told me.
3 That's why we went there.

4 Q And you asked her what her opinion was about the
5 agreement and what it said?

6 A She said not to sign.

7 Q I know. Appreciate that. Thank you. Now, she got
8 the agreement because you emailed it to her; isn't that right?

9 A No, sir.

10 MR. JIMMERSON: All right. Now --

11 (COUNSEL CONFER BRIEFLY)

12 MR. JIMMERSON: What Exhibit number is it?

13 MS. BREWER: Triple -- it's Double Z.

14 MR. JIMMERSON: May I have Double Z, please? ZZ.

15 BY MR. JIMMERSON:

16 Q You had a child from a prior relationship, ma'am?

17 A Prior relationship, yes.

18 Q Who is that child?

19 A Nedson Acosta (ph).

20 Q And what is his date of birth?

21 A June 6, '99.

22 Q And when you and David -- excuse me, when you and
23 Joe had this first agreement downloaded that you discussed and
24 you had Ms. Goodman review for you, it referenced Nedson as

1 your son, didn't it?

2 A Who -- who fill out the document was my husband, so

3 --

4 Q You --

5 A -- whatever is there; I don't know why he did it.

6 Q So you deny being present with him when it was
7 downloaded?

8 A Exactly.

9 Q I -- okay. And -- but you got a hold of the
10 document, right?

11 A When I talk to Bea and when I sign.

12 Q So how did you get physical control --

13 MR. JIMMERSON: And we're going to mark this
14 exhibit, Judge, Exhibit ZZ, the July -- the Ja -- June 24
15 agreement.

16 BY MR. JIMMERSON:

17 Q You recognize that document, don't you, ma'am?

18 A Yes, the prenup again.

19 Q Good. Did you ever tell your lawyer that you had
20 negoti -- that -- shown that document to a lawyer?

21 A Of course no. Once again, she was not my lawyer.
22 She was my husband friend.

23 Q Did you ever tell your lawyer that you signed --
24 that -- that you had that document in a meeting with Ms.

1 Goodman?

2 A I don't have a lawyer.

3 Q Would you now answer my question for the third time?

4 Did you tell your lawyer that you had taken that document --

5 A I told --

6 Q -- and discussed it with Ms. Goodman?

7 MS. McFARLING: Objection. Calls for
8 attorney-client privilege.

9 THE COURT: Sustained.

10 BY MR. JIMMERSON:

11 Q Do you recognize this document?

12 A Yes.

13 Q What is it?

14 A This is a prenup agreement.

15 Q And that was the document that you discussed with
16 Attorney Batya Goodman, correct?

17 A It's the document that she read.

18 MR. JIMMERSON: Move to admit Exhibit ZZ, Your
19 Honor.

20 MS. MENTZEL: I'll object as to authenticity. I
21 want the client to actually look at the document. I don't
22 know if she's aware that it's not the same document that she
23 signed.

24 THE WITNESS: Oh, okay.

1 MS. MENTZEL: If she would actually look through to
2 see what document it is --

3 THE WITNESS: Okay. Yeah. Yeah, it's not the same.
4 What is this?

5 BY MR. JIMMERSON:

6 Q Well, if you picked up your lawyer's objection,
7 well, my question to you is have -- you said you have seen
8 that document before?

9 A Oh, okay. You did not stop; look the other pages,
10 right?

11 Q You're right, but it's something you had now for
12 four or five days to look at. It says it was discovered by
13 Mr. Egosi.

14 A If I saw this document before?

15 Q Yes.

16 A I don't think so, sir.

17 Q What document did you show Ms. Goodman, the lawyer?

18 A It's funny you ask me that, because I still don't
19 know if it's the document that I gave to Bea was the do -- the
20 -- the same document that I sign. You know, so --

21 Q I can assure you that it wasn't.

22 MR. JIMMERSON: Judge, I'll give this to my client.

23 THE COURT: Okay.

24 BY MR. JIMMERSON:

1 Q So since we produced this document last week today,
2 you never read that document I just showed you, Exhibit ZZ?

3 A I don't remember, sir. It's --

4 Q Did you read our pretrial memorandum where we have
5 revealed for the first time that we learned for the first time
6 that you went to see a lawyer and that you discussed a draft
7 agreement with a lawyer?

8 A Can you give me the document again so I can compare
9 one to the other?

10 Q You bet.

11 A Yeah?

12 Q Here, you'll find they're identical except for two
13 reasons. The document you signed doesn't reference Nedson,
14 whereas that one does. And there is a list of Joe's assets on
15 the one you signed and it's not listed. Every -- every other
16 word, every other paragraph's identical.

17 A Can you tell me which page is different, please?
18 Because I'm kind of lost again.

19 Q No, I'm not going to do that. You're not familiar
20 with the document. I'm not going to use my time this way.

21 A So we receive --

22 Q Your testimony is you've never seen that document
23 before.

24 A -- thousands of document every day. I don't know

1 which read anyway. There's so many documents. I cannot see
2 what --

3 Q Continuing then. On the August 13, you said that
4 you -- you said -- I just want to understand your testimony on
5 the document you signed. I was in the room, but I didn't
6 download it. That's what I understand. Is that what your
7 testimony is now today?

8 A I don't remember if I was in the room. Now if he --
9 I was in the room, maybe. I -- I'm not sure. It's a long
10 time ago.

11 Q You signed the document voluntarily, didn't you?

12 A Yeah, I took the pen and I sign.

13 Q And you signed it --

14 A Yeah, nobody hold my hand.

15 Q And you signed it knowingly, didn't you? You had a
16 full opportunity to read the document, right?

17 A Once again, I was not fluent in English. I did not
18 read any document. You know.

19 MR. JIMMERSON: Move to strike the answer.

20 BY MR. JIMMERSON:

21 Q What is your testimony about this? Did you read the
22 document you signed on August 13th or didn't you?

23 A No, I -- I look at the pages, but I -- I was not
24 able to read.

1 Q So you didn't read anything? Is that your
2 testimony?

3 A I looked at the page, but I was not able to read
4 once again.

5 Q Did you know that the document has you affirmatively
6 promising or representing to Joe that you read the document?

7 A What is formally -- what -- I don't --

8 Q You are promising or representing to Joe that I read
9 the document. The document says that the parties acknowledge
10 that they have read this document.

11 A I never read this document.

12 Q Even today?

13 A Somebody --

14 Q Even today?

15 A Somebody -- ah, right. Today I read this document
16 when --

17 Q When did you read it for the first time?

18 A Well after he -- he drove me in the streets.

19 Q So when I asked at the deposition two weeks ago had
20 you read the document before, you answered no. Have you read
21 it since May 30th to the present day?

22 A You -- sorry, sir. Like here today I -- mind is not
23 so good. Sometimes you answer things that I don't understand
24 and automatic I answer without pay attention what you saying.

1 Q Now listen to my question.
2 A Okay.
3 Q Have you read this document in the last two weeks?
4 A Yeah.
5 Q Okay. And you had not read it, according to your
6 testimony, before that.
7 A Before? Before -- two weeks before?
8 Q Had you read --
9 MS. McFARLING: Objection. Misstates her -- her
10 deposition testimony.
11 THE WITNESS: I -- I don't understand the questions.
12 THE COURT: Overruled.
13 BY MR. JIMMERSON:
14 Q Did you --
15 A I -- I don't understand what you try to ask me.
16 Q Have you ever read that document?
17 A I read this document, yeah.
18 Q When was the first time you read it?
19 A After he drove in the streets.
20 Q So what date was that?
21 A I don't remember.
22 Q Is the date you're referring to the day that the
23 police gave you a choice of going to jail or going back to
24 Atlanta on June -- on August 19?

1 A If I read this document that day?

2 Q No, my question is the day you refer to -- you say
3 he throw me out on the street, which we know is not true, was
4 that event the one of August 19th that we have a police report
5 has been the subject of hearings in November --

6 A No, I never -- after I signed, that was with him and
7 never care about --

8 Q So I'm asking you now. This is June of 2017. When
9 was the first time you read that document according to your
10 present testimony?

11 A The first time that I read this document that I --
12 understand the document that I was able to read every single
13 word was after my husband throw me in the streets.

14 Q Okay. August of 2016. Did you attempt to read it
15 before August of 2016?

16 A Excuse me?

17 Q Did you attempt to read the document before August
18 of 2016?

19 A I don't remember.

20 Q Before he threw you into the streets?

21 A I -- I don't remember.

22 Q Thank you. When you did read the document after
23 August of 2016, did you know that -- that it declares that you
24 signed the document voluntarily?

1 A Can you repeat again, sir, please?

2 Q Did you know that when you did read it here the last
3 whenever it was that it says you signed the document
4 voluntarily, freely?

5 A Sorry, but I still don't understand the question.

6 Q Why didn't you use the Google Translator that you
7 said that you had in your purse?

8 A Huh?

9 Q Why didn't you use your Google Translator to
10 understand the agreement from 2008?

11 A Because it was on paper. I cannot use Google
12 Translate on paper.

13 Q Well you can't -- you can't type in the words?

14 A And before I -- before I copy and paste --

15 Q You don't know how to type?

16 A I never thought about that.

17 Q All right. Following August 13, you signed the
18 document and then you moved to Atlanta, correct?

19 A Can you please say again?

20 Q Yeah, after you signed the agreement on August 13 of
21 2008, you and Joe moved to Atlanta; is that right?

22 A No, we was already in Atlanta.

23 Q And now, I've asked you this before, but I don't
24 remember your answer. When did you claim -- when do you claim

1 you moved to Atlanta?

2 A I don't remember which month.

3 MS. McFARLING: Objection. Asked and answered.

4 MR. JIMMERSON: I agree, I -- I wanted to -- I
5 wanted to confirm their answers I don't have.

6 BY MR. JIMMERSON:

7 Q Okay. Now, you and Joe decided to get married in
8 September of two thou -- of 2008, correct?

9 A Yes.

10 Q And you got married at Fulton County Courthouse,
11 correct?

12 A Uh-huh (affirmative).

13 Q On September 26th of 2007, correct?

14 A Yes.

15 Q Remember you told me September 28?

16 A 2007 or 2008?

17 Q 2008, June -- September 28, 2008.

18 A Yeah.

19 Q Okay. Do you remember in your deposition you told
20 me you got married on September 28th of 2008?

21 A Yeah, I -- I still haven't forgotten it was that.

22 Q All right. Now were there other couples present
23 getting married at the same time?

24 A There was a lot.

1 Q Your son, Ben, was born on January 14th of 2014?

2 A Exactly.

3 Q Okay. And you've lived separate and apart from your
4 husband since mid August of 2016; is that --

5 A Excuse me?

6 Q And you've lived separate and apart away from Joe
7 since the middle of August 2016; is that right?

8 A Yeah.

9 MR. JIMMERSON: At this time I have no further
10 questions.

11 THE COURT: All right. Let's -- let's take a break,
12 an -- an afternoon break. Ten minutes and then we'll resume.
13 You may -- you may step down to take a --

14 THE WITNESS: Is it all right?

15 THE COURT: Yeah, you may step down.

16 THE WITNESS: Okay.

17 (COURT RECESSED AT 14:54 AND RESUMED AT 15:04)

18 THE COURT: All right. We're back on the record in
19 the Egosi matter. Ms. McFarling, did you desire to question
20 your client at this time?

21 MR. JIMMERSON: Judge, I'd like to ask for seven or
22 eight more minutes to examine about 10 questions.

23 THE COURT: Okay. All right. Let's have the
24 Plaintiff -- if you'd take the stand again, ma'am.

1 THE WITNESS: Okay.

2 THE COURT: I remind you you're still under oath.
3 You're still under oath. Okay. Mr. Jimmerson.

4 BY MR. JIMMERSON:

5 Q Mrs. Egosi, I -- I just forgot to ask a few
6 questions. You knew what a prenuptial agreement was before
7 you signed this document, did you?

8 A My husband explain to me.

9 Q And you knew what it was in Brazilian; isn't that
10 true?

11 A Yeah, I hear about the prenup agreements for rich
12 people.

13 Q And you remember telling me what you understood what
14 a prenuptial agreement is.

15 A Yeah, I remember.

16 Q And you knew it before you signed the agreement. Do
17 you remember telling me that?

18 A Before I sign the agreements?

19 Q Before you signed --

20 A Yeah, before I signed the agreement.

21 Q So tell the Court what your understanding of a
22 prenuptial is.

23 A As my husband said, the prenup agreement was a
24 document that's supposed to protect our assets, things that we

1 had before we married.

2 Q And the word in Brazilian is pre nupcial?

3 A Pre nupcial.

4 Q Thank you. And just to clarify, Ms. Goodman, the
5 lawyer you met with at -- in her bedroom, tried to explain the
6 prenuptial agreement to you, correct?

7 A No, she did -- she -- she did not try to explain the
8 prenup agreement to me what it was. She tried to explain some
9 stuff. And she even told me that after I have a baby, this is
10 going to be like cancelled is what she tried to tell me.

11 MR. JIMMERSON: All right. I'd like to publish the
12 deposition of Ms. Egosi on page 74.

13 MS. McFARLING: No objection.

14 MR. JIMMERSON: Thank you.

15 BY MR. JIMMERSON:

16 Q And read lines 15 to 18, please. Would you just
17 read starting with this how did; and then your answer. Just
18 read it private -- quietly to yourself please.

19 A Yeah, I'm about to --

20 Q Question. How did it come to be that you went to
21 her home? Answer. Like she tried -- she tried to explain to
22 me about this prenup, end of quote. And you knew that Joe had
23 listed his assets on the prenuptial agreement, correct?

24 A Uh-huh (affirmative).

1 Q And you didn't -- and when I asked you -- since you
2 knew about the items that were listed on schedule A1, I ask
3 you, did you care about the value of any of the assets. What
4 was your answer?

5 A No.

6 Q And did you -- I ask you why didn't you care about
7 the value of the assets.

8 A Yeah, I remember that I say because I love him --
9 all I married him for love.

10 Q And this was of course after you had been told by
11 Ms. Goodman that she felt the document should not be signed.

12 A Uh-huh (affirmative).

13 Q All right. Now I contrasted your indifference --
14 your lack of caring about the value of the assets that Joe had
15 that he's listed that you knew about with why you care about
16 it now here in 2017. Do you recall I asked you that?

17 A Uh-huh (affirmative).

18 Q And your answer was well, because I have a lawsuit
19 now. Do you remember that was your answer?

20 A Because I have a lawsuit?

21 Q Yeah, that's what you said.

22 A I did because I fight for my rights.

23 Q Okay. All right. You said quote, because of this
24 lawsuit. Do you recall those words?

1 A Because of this lawsuit, yeah.

2 Q All right. Thank you. And you could have -- you

3 could have looked into the assets that Joe had listed in the

4 document, correct?

5 A Excuse me?

6 Q You could have asked questions about the doc -- the

7 -- the four or five assets that Joe listed on the document?

8 A I could, yeah.

9 Q And you knew about it? You knew that he had a car

10 that you drove in?

11 A Uh-huh (affirmative). Uh-huh (affirmative).

12 Q Okay. And you knew that he had a home that you

13 lived in.

14 A Yes.

15 Q Okay. And you knew that it had a mortgage, you said

16 so right there on the paper, of \$500,000.

17 A Mortgage, I don't know about that because he told me

18 he paid the -- the economy, he knew he had all in cash.

19 Q When you read the document, did it say it was free

20 and clear?

21 A I didn't know what his mortgage was back in the day.

22 Q Did you read it and noticed that it was \$500,000?

23 A I didn't read the document. I told you already.

24 Q Did anyone stop you from reading it, ma'am?

1 A No, for sure not.

2 Q For sure not.

3 MR. JIMMERSON: Thank you now, Your Honor. That
4 does complete my questions.

5 THE COURT: Any questions, Counsel?

6 MS. McFARLING: I do have a few, although I reserve
7 my right to recall her --

8 THE COURT: Okay.

9 MS. McFARLING: -- in my case in chief. I just have
10 a few on cross -- or follow up of what was asked just now.

11 CROSS EXAMINATION

12 BY MS. McFARLING:

13 Q You testified earlier about when you worked for
14 Joe's business between January 2007 and August 2008 prior to
15 signing the premarital agreement that you had access to the
16 back room at the business. Do you recall that?

17 A Uh-huh (affirmative).

18 Q Did you ever go through Joe's financial records or
19 business documents in order to analyze his financial status
20 during that time?

21 A No, and I -- I did have access to -- access to his
22 computer, his dad computer, or his mother computer.

23 Q The -- anything that you did have access to, did you
24 ever analyze it, review it to see what his financial situation

1 was?

2 A I remember they have like in kind of those things
3 for me to analyze. I don't think I saw anything to be
4 analyzed over there at the time.

5 Q You testified earlier that prior to meeting Joe,
6 there were times you made \$50,000 a month, correct?

7 A Excuse me? Say again?

8 Q Prior to meeting Joe, there were times that you
9 made --

10 A Yes.

11 Q -- from your income 50,000 a month?

12 A Yeah.

13 Q Did you give up that income for Joe? Can you please
14 answer verbally?

15 A Yes.

16 Q You testified earlier about a contract that you are
17 now aware of between -- or potential contract between a Marco
18 Guligan and Joe. When was the first time you ever physically
19 saw that contract?

20 A Was in 2017. I don't remember which month.

21 Q And how did you obtain a copy of that contract in
22 2017?

23 A Somebody faxed to your office.

24 Q Did you request that somebody --

1 A Yes.

2 Q -- send it to me? And did you request that Marco
3 Guligan send it to me?

4 A Yes.

5 Q And when was the first time that you were aware of
6 any dollar amounts or numbers contained in that contract that
7 you first saw in 2017 after Marco Guligan sent it to my
8 office?

9 A After you guys -- I -- I call you guys office and
10 you guys sent to me via email a copy. And I read and it was
11 -- actually, it was a version in English, another version in
12 Portuguese. I read the one in Portuguese and I saw they had
13 like an amount of money and some percentage. Since I'm not
14 good at mathematic, I call a friend and ask how much should be
15 the total of his business. And the person told me how much
16 was.

17 Q And when that person did some math after looking at
18 the contract that you received in 2017, had you been aware of
19 the numbers or finances prior to that?

20 A Sorry, can you please repeat?

21 Q Were you ever aware of the -- the numbers or dollar
22 amounts associated with that contract prior to receiving it in
23 2017?

24 A No.

1 Q And at the time that Joe was negot -- negotiating
2 with -- with Mr. Guligan, was that before you and Joe got
3 married?

4 A I don't remember.

5 Q Okay. And -- but do you remember being aware that
6 something was going on?

7 A I know Joe doing business with this guy to be --
8 invest for his company, but I don't know anything about the --
9 what is going on.

10 Q And was all the information that you knew at the
11 time that it was going on, did all that information come from
12 Joe?

13 A Yes.

14 Q So what did Joe tell you at the time that he was
15 involved in negotiating with Marco Guligan? What did he tell
16 you -- or as to what he was doing or what the -- the situation
17 was?

18 A On the time my husband was look for in -- investor
19 because he's told me that he -- he was losing money. And then
20 his uncle introduce this man in Brazil to him. And then like
21 he told me that he going to get this man as invest to his
22 company. And I knew that like the man pay him some money as a
23 deposit. I don't know how much it was. And he told me the
24 man lo -- lost the deposit because the man stepped out for --

1 be like his investor. You know, since the man like stepped
2 out of the business, he lost the deposit.

3 So in -- in 2007, when I got the contract when I
4 figured out that was not that way. Joe run away from Brazil
5 because he's supposed to pay this man one year later and he
6 never pay. Actually, every time we went to Brazil, I cannot
7 -- I was not able to tell my family what time I -- I arrive --

8 MR. JIMMERSON: Objection, Your Honor.

9 A -- what time I leave.

10 MR. JIMMERSON: This is far beyond the question that
11 was asked.

12 THE COURT: Sustained.

13 MR. JIMMERSON: She's volunteering testimony.

14 THE COURT: It be -- it's becoming a narrative.

15 BY MS. McFARLING:

16 Q Did Joe inform you of situations concerning Marco
17 Guligan dur -- at times during your marriage after the
18 situation when he was negotiating this contract?

19 A I don't understand the question. Can you please
20 repeat?

21 Q Were there -- when -- when you went to Brazil with
22 Joe after you were married, did you ever have any contact with
23 Marco Guligan?

24 A No.

1 Q And did Joe tell you why?

2 A I don't remember. It was a conversation about that,
3 but I wouldn't remember exactly what he said

4 Q Were you allowed to post on social media when you'd
5 go to Brazil with Joe after you and he were married?

6 A No.

7 Q Why not?

8 A He -- he never let me do. I've -- I think it was
9 because the business that he supposed to do with the man --

10 MR. JIMMERSON: Objection, Your Honor.

11 A -- but I don't know because --

12 MR. JIMMERSON: Calls for speculation.

13 THE WITNESS: -- he was -- he was stolen --

14 THE COURT: Sustained.

15 THE WITNESS: -- money.

16 MR. JIMMERSON: And no one can stop somebody from
17 posting on the internet unless you have a gun to the head or
18 they're in jail.

19 MS. McFARLING: Do you have a copy of her
20 deposition, in -- in the to do, right? It's -- it's --

21 MR. JIMMERSON: Of course I do, yeah. And I can
22 give you another -- another copy that you can use it.

23 MS. McFARLING: The --

24 MS. MENTZEL: Here, here's your copy --

1 MS. McFARLING: Yeah.
2 MS. MENTZEL: -- right here.
3 MR. JIMMERSON: I got it.
4 MS. McFARLING: Would you prefer I use the one in
5 your exhibit book or do you care?
6 MR. JIMMERSON: I don't care.
7 MS. McFARLING: Oh, look at that. Okay. Perfect.
8 MR. JIMMERSON: I should have waited 15 minutes,
9 Judge, to hand that to her.
10 BY MS. McFARLING:
11 Q Can you please turn to page 89 of your deposition
12 transcript?
13 A Yeah.
14 Q Early -- earlier Mr. Jimmerson said that you had
15 said at your deposition that you had met with Ms. Goodwin for
16 45 minutes to an hour. Do you recall him asking you that? Do
17 you recall? Do you recall him asking about your testimony
18 from the deposition?
19 A I don't remember.
20 Q Okay. If you could look at page 89 of this
21 deposition, line 4, he asks, so what did -- how long did the
22 meeting last with her at her home. And what was your answer
23 to that?
24 A A few minutes.

1 MR. JIMMERSON: Would you read the next line please?
2 Say the -- the effort -- the next question, next answer.

3 BY MS. McFARLING:

4 Q His next question. Is that an hour? How long is
5 that? What was your answer?

6 A A few minutes.

7 MR. JIMMERSON: You said I don't remember. A few
8 minutes is the right answer.

9 BY MS. McFARLING:

10 Q So twice you said a few minutes --

11 A Yeah.

12 Q -- in your deposition?

13 A Uh-huh (affirmative).

14 Q Can you turn to page 74 of your deposition?

15 A Yeah.

16 Q Okay. So page -- sorry, page 74, line 13. Your --
17 the question is all right, and so how did it come to be. Joe
18 says why don't you talk to Bea, she knows about these types of
19 things. How did it come to be that you went to her home?

20 What was your answer?

21 A Like she tried -- she tried to explain to me about
22 this prenup.

23 Q When -- when you said like she tired -- she tried to
24 explain to me about this prenup, are you agreeing with the

1 question that Joe -- Joe says why don't you talk to Bea, she
2 knows about these types of things?

3 MR. JIMMERSON: Object to the form of the question,
4 Judge. I impeached her through her testimony where this
5 lawyer did try to explain to her about the prenup. Now,
6 trying to rehabilitate those fashions are inappropriate
7 because the words say what they say.

8 THE COURT: Well the transcript does say what it --
9 what it says. So I --

10 MS. McFARLING: Correct.

11 THE COURT: -- certainly can read that, but the
12 objection's overruled. Counsel may inquire.

13 MS. McFARLING: There was an -- there was an
14 implication that she had not -- that she -- how -- how it came
15 to be that -- that Patricia went to her home.

16 MR. JIMMERSON: I'm just -- object -- that's
17 argument. That's for --

18 THE COURT: Yeah.

19 MR. JIMMERSON: -- conclusion of the case.

20 THE COURT: Yeah, I mean the doc -- the transcript
21 speaks for itself.

22 BY MS. McFARLING:

23 Q Right. So do you -- do you agree with that question
24 that was asked by Jimmerson? Joe says why don't you talk to

1 Bea, she knows about these types of things

2 A Yeah, he bring up her name because was his friend.

3 Q How -- had you ever met Bea before that day?

4 A Yes.

5 Q And how did you know Bea?

6 A When I met Joe, there was over at -- Joe's friend

7 and Joe introduce me to them. And then we party here and

8 there together. All the crazy parties from Joe Egosi.

9 Q And whose -- whose idea was it that you meet with

10 Bea about --

11 A His -- his idea.

12 Q His who?

13 A Joe's idea.

14 Q Did -- when you -- when you talked with Bea in her

15 bedroom about this premarital agreement, did you believe her

16 to be a lawyer representing you in negotiating this prenup

17 with Joe?

18 A For sure not. First of all, she was not lawyer this

19 time. She was kind of assistant. And --

20 MR. JIMMERSON: Excuse me, Your Honor. She

21 testified on direct that she was a lawyer. Okay. And I can

22 take judicial notice of NRS 47 matters of fact that this woman

23 is barred in Florida and in New York. And she's now going to

24 start prevaricating and say she wasn't a lawyer. And -- and

1 this is what is going on here. I just want to call to the
2 Court's attention.

3 (COUNSEL CONFER BRIEFLY)

4 THE WITNESS: Excuse me? Excuse me?

5 MS. McFARLING: There's no question pending. I
6 don't think there's been any evidence presented that this
7 woman was a lawyer at that time.

8 MR. JIMMERSON: Court can take judicial notice the
9 same. If you're going to have her deny that she's a lawyer,
10 then I will produce her bar information from the -- from this
11 online --

12 THE COURT: Is that the --

13 MS. McFARLING: From the state of Georgia?

14 THE COURT: Is that the Plaintiff's offer? The --

15 MS. MENTZEL: From the state of Georgia.

16 MS. McFARLING: My offer of proof is that there are
17 zero records that this woman is a lawyer in the state of
18 Georgia.

19 THE COURT: Okay.

20 MR. JIMMERSON: I didn't say Georgia. She's a
21 lawyer -- Florida and New York. I never said Georgia.

22 THE COURT: Okay.

23 MR. JIMMERSON: The meeting though took place in
24 Florida.

1 THE COURT: And it's my understanding that whoever
2 this was and whether she was a friend or not advised the
3 Plaintiff not to sign it.

4 MR. JIMMERSON: Correct.

5 BY MS. McFARLING:

6 Q You -- you stated earlier that Bea had advised you
7 that if you had a baby, that the premarital agreement would be
8 void. Did she explain that to you?

9 A No, she just told me that like not to sign. And
10 then she told me but you know what, it's like once you have a
11 baby, this is going to be cancelled. Something like that. I
12 don't remember exactly the word how she said.

13 MR. JIMMERSON: Oh, my God. I know it's hearsay.
14 I'm not moving to strike because I wanted to hear what the
15 lawyer said too. This is now a whole new story. This is
16 completely --

17 MS. McFARLING: It's not new actually. We've said
18 it --

19 THE COURT: All right. Well --

20 MS. McFARLING: -- all along. I believe the very
21 first motion filed said it.

22 MR. JIMMERSON: Oh boy.

23 BY MS. McFARLING:

24 Q At the time that you met with Bea in her bedroom

1 where she read the premarital agreement, did you know her full
2 name?

3 A No.

4 Q And at that time, did you believe her to be a
5 lawyer?

6 A On page 74, I say like some assistant, something
7 like that.

8 Q And -- and do you believe your deposition answer to
9 be consistent as to your knowledge of this woman's
10 professional status at the time you met with her?

11 MR. JIMMERSON: Objection, Judge.

12 THE WITNESS: Yes.

13 MR. JIMMERSON: That's --

14 THE COURT: What -- what is the evidentiary
15 objection?

16 MR. JIMMERSON: It's an improper question as to what
17 she believes her testimony is. That's like self serving, I
18 could say anything I want to say about my earlier testimony.

19 THE COURT: Well -- well --

20 MR. JIMMERSON: And her testimony today that says
21 she was a lawyer.

22 THE COURT: Yeah, the record speaks for itself. The
23 -- the objection's overruled. There's not a basis for the
24 Court to -- that becomes an issue of credibility.

1 BY MS. McFARLING:

2 Q At the time that you signed the premarital
3 agreement, did you know the value of Joe's business?

4 A No.

5 Q Do you know that value today?

6 A I still don't know.

7 MS. McFARLING: That's all my questions at -- at
8 this point in time, but I do plan to recall her.

9 THE COURT: Any redirect?

10 MR. JIMMERSON: Yes, three questions.

11 REDIRECT EXAMINATION

12 BY MR. JIMMERSON:

13 Q The prenuptial agreement is 13 pages long, correct?

14 A I don't know. I'm not sure.

15 Q Okay. How long would it -- did it take Ms. Goodman
16 to read that 13 page document in her bedroom?

17 A I don't remember how long --

18 Q Thank you.

19 A -- but it was few minutes.

20 Q And do you recall that you testified that you never
21 asked Joe the value of the business?

22 A Excuse me?

23 Q You never asked Joe the value of the business he
24 listed, did you?

1 A No, I never ask.

2 Q Okay. You never asked the value of anything, did
3 you?

4 A No.

5 Q But you had lived with him, you had worked for him,
6 you have driven in his car, you had lived in his condo.

7 A Uh-huh (affirmative).

8 Q Okay. And you had worked at his business?

9 A Excuse me?

10 Q And you had worked at his business?

11 A Yes.

12 MR. JIMMERSON: Thank you. Nothing further.

13 THE COURT: All right. You may step down.

14 (COUNSEL AND CLIENT CONFER BRIEFLY)

15 MR. JIMMERSON: I do call Sarah Woelz to the witness
16 stand please. I'll go get her when she's ready.

17 MS. MENTZEL: Patricia, come here.

18 (WITNESS SUMMONED)

19 MR. JIMMERSON: Ms. Brewer's going to conduct the
20 direct, Your Honor. If I could ask for minutes. May I leave
21 for just one minute please? May I leave the --

22 THE COURT: Yeah, that's fine.

23 MR. JIMMERSON: I'll be back in one minute. Go
24 right ahead and take the wi -- sit right here, ma'am.

1 MS. McFARLING: And I -- I'm going to be lodging an
2 objection. I don't know if I'm going to have to wait until
3 Mr. Jimmerson returns.

4 THE COURT: You're -- you're wan --

5 MS. McFARLING: I'm going to be objecting to this
6 witness.

7 THE COURT: Oh, okay. Well plea -- please raise
8 your right hand to be sworn.

9 THE CLERK: You do solemnly swear the testimony
10 you're about to give in this action shall be the truth, the
11 whole truth, and noting but the truth, so help you God?

12 THE WITNESS: Yes.

13 THE CLERK: Please state and spell your name for the
14 record. You can be seated.

15 THE WITNESS: My name is Sarah Woelz. Sarah,
16 S-a-r-a-h. And the last name W-o-e-l like lion, Z like zebra.

17 MS. McFARLING: And I object to this witness. She
18 was disclosed for the first time on June 2nd, 2017. We don't
19 have any information about what she's going to testify or what
20 we need to prepare for her testimony due to the disclosure
21 just --

22 THE COURT: Okay.

23 MS. McFARLING: -- the Friday a week before last.

24 MS. BREWER: The disclosure included that she would

1 testify regarding Patricia's ability to comprehend and
2 understand English.

3 THE COURT: Okay.

4 MS. BREWER: And that was included in the
5 disclosure. And we were not sure or aware of the existence of
6 these parties because it's been so long ago since there was
7 contact. So it wasn't exactly easy to get a hold of people
8 after 10 years of --

9 THE COURT: Okay. But will you acknowledge the --
10 the disclosure didn't happen until just recently.

11 MS. BREWER: We acknowledge.

12 THE COURT: Okay. So from a timeliness --
13 timeliness standpoint, it creates an issue --

14 MS. BREWER: And we --

15 THE COURT: -- for you.

16 MS. BREWER: -- were disclosing pursuant to 16.2 as
17 quickly as possible when items became available. As you know,
18 this case has been extremely fluid. And with the discovery of
19 information, more information is flowing when we -- as the
20 story is shifting and changing.

21 THE COURT: Well, here's what I'm inclined to do.
22 I'm inclined at least at this point not to allow the witness
23 to testify. To the extent I feel like that testimony may be
24 warranted or necessary at the conclusion, I can remedy the

1 situation to the extent that we need additional time in the
2 future.

3 MS. BREWER: Can we -- she has to fly out tonight.
4 Can we -- you could -- we can take the testimony now, you can
5 decide whether to give it weight and credibility at the end of
6 the trial.

7 THE COURT: Well --

8 MS. BREWER: It'll be less than 10 minutes.

9 THE COURT: Well no, I -- I get that, but -- and --
10 and --

11 MS. BREWER: It's very quick.

12 THE COURT: It -- it's -- it's --

13 MS. BREWER: And it's --

14 THE COURT: -- not for my purpose, it's that --

15 MS. BREWER: It's not as if Ms. Egosi doesn't know
16 this woman. Ms. Egosi has known this woman for over 10 years
17 and saw her frequently.

18 THE COURT: And I understand that. And -- and you
19 made the offer of proof that this witness is going to testify
20 about the Plaintiff's proficiency --

21 MS. BREWER: In English.

22 THE COURT: -- in the English language.

23 MS. BREWER: That is correct.

24 THE COURT: With that noted, I treat that as an

1 offer of proof. I'm still not inclined because I think it is
2 more prejudicial to the Plaintiff not having adequate time to
3 prepare for a witness that was just recently designated.

4 MS. BREWER: And would -- I think that the Plaintiff
5 would not have taken her deposition even if it was a week bef
6 -- further back than that or even four weeks further back. I
7 don't believe there's any prejudice to the Plaintiff at all
8 because she knows who this person is. And she -- and the
9 hearing on May 17 said I don't have any money to do anything.
10 And she wouldn't have done any investigation anyway.

11 THE COURT: Well --

12 MS. McFARLING: I did get the court ordered fees
13 during that time period. So --

14 MS. BREWER: And -- and they had already --

15 THE COURT: So --

16 MS. BREWER: -- spent the amount.

17 MS. McFARLING: That changed --

18 THE COURT: Right.

19 MS. McFARLING: -- that status in my ability to --

20 THE COURT: She did a --

21 MS. McFARLING: -- financially prepare change.

22 MS. BREWER: Let -- let's quer -- let's query. Did
23 -- they had 11 days. Did they call Ms. Sarah -- Ms. Woelz?

24 No.

1 MS. McFARLING: It's not 11 days. It was
2 actually --
3 MS. BREWER: They didn't call.
4 MS. McFARLING: -- six -- six working days.
5 THE COURT: Six judicial days.
6 MS. McFARLING: Six business days.
7 MS. BREWER: That's Jul -- it was --
8 MS. McFARLING: And -- and I might also say that --
9 that these -- this disclosure of this witness came with -- I
10 don't know if it five -- four, five, six, banker's boxes full
11 of disclosures we had -- we saw for the first time as well.
12 There was --
13 MS. BREWER: And all paperwork was very organized.
14 MS. McFARLING: At the end -- and it was at the end
15 of the day I believe. I was in trial at the time but --
16 MS. MENTZEL: A holiday as well in there.
17 THE COURT: Well, again, from a timing standpoint,
18 I'm just not inclined to entertain the testimony at this time.
19 It's just too close. The designation's too close in time. So
20 I -- I understand the offer of proof to the extent I -- I
21 believe it's -- it's warranted or necessary.
22 MS. BREWER: And it's relevant.
23 THE COURT: That's something I'm concerned with.
24 Right --

1 MS. BREWER: And it's highly --

2 THE COURT: And -- and that's something I can
3 certainly deal with -- deal with to the extent I feel it's
4 necessary, but I don't -- given the timing, I'm just not
5 inclined to have it move forward.

6 MS. BREWER: Given the timing of the disclosure on
7 June 2nd, he's not inclined to allow the testimony.

8 THE COURT: To my understanding, it was six judicial
9 days ago that the disclosure was made.

10 MR. JIMMERSON: That's right.

11 THE COURT: So I -- I'm just not inclined. The
12 offer of proof -- the offer of proof is that this witness will
13 -- will testify about the proficiency of the Plaintiff in the
14 English language. And that's what we've been discussing
15 and --

16 MR. JIMMERSON: Judge, there was no cut -- discovery
17 cutoff, there was no witness cutoff. Okay. And June 2 was
18 ahead of the list of witnesses that the Plaintiffs provided to
19 us.

20 THE COURT: Well, I'm certainly on the same --

21 MR. JIMMERSON: So if we're to have that, we're
22 going to have a massacre on both sides.

23 THE COURT: Yeah, I understand that. I mean, what's
24 -- what's good for one is good for the other.

1 MR. JIMMERSON: How about -- okay. Listen, you're a
2 great judge. I want you to get to the merits. And when you
3 exclude witnesses, you don't get to the merits sometimes.
4 That's all I'm saying.

5 THE COURT: Well, and -- and I can --

6 MR. JIMMERSON: Especially when there's no
7 prohibition -- there's no rule that precludes it. This is an
8 arbitrary choice by you that six days --

9 THE COURT: Right.

10 MR. JIMMERSON: -- is too short a time.

11 THE COURT: Right.

12 MR. JIMMERSON: Respectfully, I disagree with it.
13 That's not for me to disagree --

14 THE COURT: Okay.

15 MR. JIMMERSON: -- with a judge.

16 THE COURT: All right. You may step down. Thank
17 you.

18 (WITNESS EXCUSED)

19 MR. JIMMERSON: Thank you. I do call Joe Egosi to
20 the stand please.

21 THE COURT: Okay.

22 MR. JIMMERSON: Thank you, sir.

23 (WITNESS SUMMONED)

24 MR. EGOSI: Thank you, sir. Appreciate it. May she

1 be released so she can listen or sit in this room?

2 THE COURT: That's fine. I --

3 THE CLERK: You do solemnly swear the testimony
4 you're about to give in this action shall be the truth, the
5 whole truth, and nothing but the truth so help you God?

6 THE WITNESS: Yes, ma'am.

7 THE CLERK: State your name for the record and you
8 can be seated.

9 THE WITNESS: My name is Yoav Egosi, spelled
10 Y-o-a-v. Last name E-g-o-s-i.

11 THE COURT: All right. You may be seated. Counsel,
12 you may proceed.

13 MR. JIMMERSON: Thank you.

14 YOAV EGOSI

15 called as a witness on his own behalf, having been first duly
16 sworn, did testify upon his oath as follows on:

17 DIRECT EXAMINATION

18 BY MR. JIMMERSON:

19 Q Mr. Egosi --

20 MR. JIMMERSON: May I have Exhibit C?

21 MS. BREWER: Yes.

22 Q State your name.

23 A Yoav Egosi.

24 Q And you are the Defendant, the father of Ben?

1 A That is correct.

2 Q And you are seeking to enforce a prenuptial
3 agreement dated August 13 of 2008. Is that right?

4 A Yes, sir.

5 Q Okay. I'd like to go right to the time line that I
6 spoke to the Court about on my opening statement and ask you
7 when did your wife come to live to the United States, I want
8 to call it a permanent basis.

9 A Well, I met my wife at the end of 2006. In 2007 in
10 January, she wanted to stay with me and my girlfriend at the
11 time for one month and be able to work at the club where we
12 met her and on her spare time I guess spend time with me and
13 my girlfriend.

14 MS. McFARLING: Objection. Non-responsive to the
15 question asked.

16 THE COURT: Sustained.

17 BY MR. JIMMERSON:

18 Q The question -- just listen to my question.

19 A Okay. Sorry.

20 Q You have plenty of time to give your answers, okay?

21 A Uh-huh (affirmative).

22 Q You're going to do fine. And when did you begin a
23 relationship with Patricia?

24 A That was around February of 2007.

1 Q Okay. All right. And so when she testified over
2 the last year in this case that she came here in 2005, that
3 was an error?

4 A That was a mistake.

5 Q And she -- you had bought her a round trip ticket,
6 correct?

7 A Correct, and -- may I -- she was supposed to pay it
8 back when she worked at the club that she -- that I met her
9 in.

10 Q Now, did you have a business in January 2007?

11 A Yes, sir.

12 Q What was the business?

13 A Hawk Communications. And you -- well known as Joy
14 Phone.

15 Q It did operate by fictitious name?

16 A Yes, sir. Joy Phone.

17 Q And in that time period of 2007, how many employees
18 did you have?

19 A Between 15 and 20.

20 Q Did there come a time when Patricia began working
21 for Joy Phone?

22 A Yes, sir.

23 Q And when was that?

24 A Around February or March of 2007.

1 Q And I'm going to focus now upon the 18 months
2 between Mar -- January of 2007 and August 13 of 2008. Okay?

3 A Yes, sir.

4 Q I did want to get to the conclusion. You did marry
5 on September 26 of 2008. Is that right?

6 A Yes, sir.

7 Q In Atlanta, Georgia at the Fulton County Courthouse?

8 A That is correct.

9 Q And in the time period of March of 2007 through
10 August 13 of 2008, what work did your wife perform at Joy
11 Phone?

12 A My wife worked in different departments including
13 billing, portability, shipping, and upgrades.

14 Q Now, what is the term portability? She used it a
15 couple of times. It wasn't clear to me what that was. What
16 is that?

17 A When customers come to Joy Phone or to Hawk
18 Communications, they normally have a phone provider already,
19 kind of like AT&T or Verizon. And they come to us because we
20 save them money and we give them extra features that they
21 don't have with existing phone provider. But when they come
22 to us, they want to keep the same phone number. Nobody wants
23 to keep switching their phone number. So we have to port. We
24 have to place an order with the losing carrier to release

1 their number to us and put -- so every new customer that comes
2 in you have to port the number. A majority of those
3 customers, some of them get new numbers, but majority of the
4 numbers -- I mean the customers keep the same number from one
5 provider when they come to us. And Patricia will have to
6 ensure we have letter of authorization, an LOA, from the
7 customer. And she will have to submit those LOA to the losing
8 carrier to release the number.

9 Q LOA meaning letter of authorization?

10 A Yes, sir.

11 Q What other duties does she have besides that? You
12 said in addition to portability, you mentioned --

13 A Billing.

14 Q And what did billing entail?

15 A Billing have different aspects. Part of it is
16 charging customers. Second is upgrade -- you know, upgrade
17 and billing works hand in hand because people want to upgrade
18 their plan but everything to do with billing customers is
19 under the bill -- falls under the billing.

20 Q Now you heard me ask Mrs. Egosi about daily reports?

21 A Yes, sir.

22 Q What are daily reports as they relate to Patricia
23 Egosi in the 18 month time period of March of '07 through
24 August of '08?

1 A Okay. The -- the reports that you're referring to I
2 believe is what she knows as -- as sign up report. It's
3 signup.pl on -- on our internal systems. The reason that
4 Patricia will have to look at the sign up report is because
5 she did all the shipping. So in -- before we ship, she had to
6 look at the daily report to see all new customers that join
7 and how much they paid and make sure that they have 911
8 authorization. Basically they have to acknowledge that E911
9 is different from traditional 911, that's emergency services.
10 So once she confirm that, she will print their bills and she
11 will send them the adapter. Without the adapter, our clients
12 will not be able to use our service.

13 Now, the thing about the sign up report -- and we
14 can pro -- we can show the judge so he can visualize what I'm
15 trying to say.

16 MS. McFARLING: Objection. Non-responsive to the
17 question asked.

18 THE COURT: Sustained.

19 THE WITNESS: Yeah, sorry.

20 BY MR. JIMMERSON:

21 Q How can -- have you produced documents that evidence
22 her duties and responsibilities?

23 A Yes, I believe we have.

24 Q What did -- what did you produce? Have you

1 delivered to opposing Counsel?

2 A We -- we produce tickets, emails, different reports.

3 Q And what do the tickets speak to?

4 A Tickets is communication -- communication between
5 clients and employees. And it could also be used internally.
6 And the way tickets -- new tickets get generated is any time
7 an email is -- gets sent into the company, they are -- they
8 automatically signed a ticket number. So that way the company
9 could track every request from beginning to end. Also
10 sometimes tickets will fall into the wrong department. For
11 example, if you email support@joyphone.com, it will go into
12 the support department but maybe that customer wants to do
13 upgrade or billing. So that ticket will then be assigned to
14 the billing department, which will fall into Patricia's queue.

15 Q And tickets are directed specifically to Patricia.
16 Is that right?

17 A The tickets that go to billing and tickets that go
18 to portability and upgrades go directly to Patricia. Other
19 tickets that go to the general mailbox of support will be
20 assigned by the support staff to billing or basically to
21 Patricia.

22 Q Okay. Showing what's been marked as proposed MMM.
23 What are these group of documents please?

24 A These are samples of tickets that work by Patricia.