

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 82723

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~~Elizabeth A. Brown~~  
Clerk of Supreme Court

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DAVID PATRICK STUCKE  
Appellant

And

CHRISTIE LEEANN STUCKE  
Respondent

---

Appeal from Order from February 25, 2021 regarding Findings of Fact,  
Conclusions of Law and Order and Decree of Divorce, Clark County Nevada,  
Eighth Judicial District Court Family Division Department F  
Appellant's Appendix Volume 7

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**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**DAVID PATRICK STUCKE**

Appellant,

vs.

**CHRISTIE LEEANN STUCKE,**

Respondent.

Supreme Court Case No.: **82723**

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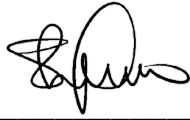
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DATED this 22nd day of October 2021.



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1 TRANS

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3 COPY

FILED  
SEP 17 2021

*Heaven A. Shinn*  
CLERK OF COURT

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

9 DAVID PATRICK STUCKE, )  
10 Plaintiff, )  
11 vs. )  
12 CHRISTIE LEEANN STUCKE, )  
13 Defendant. )  
14

CASE NO. D-18-580621-D  
DEPT. F  
APPEAL NO. 82723  
(SEALED)

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

17 TRANSCRIPT RE: NON-JURY TRIAL

18 MONDAY, SEPTEMBER 14, 2020  
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APPEARANCES:

THE PLAINTIFF:  
FOR THE PLAINTIFF:

DAVID PATRICK STUCKE  
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FOR THE DEFENDANT:

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Las Vegas, NV 89113  
(702) 823-2888

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

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David Stucke	30	--	--	--
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DEFENDANT'S  
WITNESSES:

(None presented)

\* \* \* \* \*

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DEFENDANT'S  
EXHIBITS:

(None presented)

1 LAS VEGAS, NEVADA

MONDAY, SEPTEMBER 14, 2020

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

3 (PROCEEDINGS BEGAN AT 09:02:26 A.M.)

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

6

7 THE COURT: Okay, Counsel, are you there?

8 MR. PAGE: Yes, I'm here.

9 THE COURT: Hi, Mr. Page. How about Mr. Mayo? Oh,  
10 he's -- he's muted. Here he -- here he comes.

11 MR. MAYO: Good morning, Your Honor.

12 THE COURT: Good morning. How are you?

13 MR. MAYO: Doing well.

14 THE COURT: All right. So is everybody ready?

15 MR. MAYO: My client's had some issues logging on.  
16 But we just resent him the email, so he should be on in a  
17 minute.

18 THE COURT: Okay. Have you and Mr. Page had any  
19 discussions before we get started?

20 MR. MAYO: We --

21 MR. PAGE: We had an agreement, I thought, with Mr.  
22 Mayo. I do have a very brief phone call that's going to occur  
23 this morning with child support court. Should be a little  
24 five-minute or whenever they call.



1 MR. MAYO: That's correct.

2 THE COURT: I didn't understand that. So you have  
3 -- you have another hearing. Is that what you're saying,  
4 Mr. Page?

5 MR. PAGE: Yeah, it's just a little thing in child  
6 support court. They're going to call my client. I'll just  
7 take a brief phone call. I've done those before during the  
8 pandemic, and they -- they're real brief.

9 THE COURT: That's okay.

10 MR. PAGE: It's -- you know --

11 THE COURT: That's all right.

12 MR. PAGE: -- this is --

13 THE COURT: We'll take a break.

14 MR. PAGE: -- what the (indiscernible) set.

15 THE COURT: All right, we'll take a break for you.  
16 That's fine. Is that -- what time is the call?

17 MR. PAGE: It's supposed to start at 9:00 o'clock.

18 THE COURT: Oh, at 9:00. Okay, so we won't start,  
19 then, until you -- do you think that they'll call you at 9:00  
20 or now, I mean?

21 MR. PAGE: So far, they've been pretty good about  
22 it.

23 THE COURT: Okay.

24 MR. PAGE: If you want, I am more than happy to do

1 some things like opening statements and things like that to  
2 make sure this progresses along. There are some issues that I  
3 do want to address before the Court.

4 THE COURT: Okay, hold on. Well, let's wait until  
5 -- you have your client with you?

6 MR. PAGE: Yeah, she's in the lobby. I'll bring her  
7 in.

8 THE COURT: And -- and what about -- Mr. Mayo, has  
9 your client gotten logged on yet? I can't tell on this end.

10 MR. MAYO: He's actually -- he's here in our  
11 conference room. And I believe Stephanie just sent him the --  
12 the link. Let's see.

13 THE COURT: Can you tell if he's logged in?

14 MR. MAYO: Oh, he -- he said it got it, so he should  
15 be popping on here any second now.

16 (Court and Clerk confer)

17 THE COURT: Okay.

18 MR. PAGE: Yeah. Right there.

19 THE COURT: There he is. Okay. All right. So  
20 we're on the record in the Stucke matter, the case D-580621.  
21 We have everybody present, it looks like. Are there any  
22 housekeeping matters, anything that we need to address before  
23 we get started?

24 MR. MAYO: One thing, Your Honor. Dr. Paglini isn't

1 available today. He is available on Thursday, so we'll  
2 essentially have to call him out of order.

3 MR. PAGE: I -- I do think we still need to address,  
4 to the extent that we have to, the child support -- the child  
5 custody matters first because that's what the rules require.

6 THE COURT: I agree.

7 MR. MAYO: Well, what -- what the rules require is  
8 for -- well, I -- first of all, I spoke to Mr. Page last week.  
9 And I had told him -- because Dr. Paglini won't be available  
10 until Thursday and that I wanted to present the financial  
11 issues today and then present the custody issues. Because  
12 he's obviously a big part of that analysis. And that's  
13 essentially how I've -- how I prepared. I think the rules  
14 just require that there not be a finalization of the divorce  
15 --

16 THE COURT: Property issues.

17 MR. MAYO: -- until custody is --

18 THE COURT: Correct.

19 MR. MAYO: -- resolved, which --

20 THE COURT: Right.

21 MR. MAYO: -- we'll be doing today and -- and -- and  
22 Thursday. So I -- I would like to -- again, I -- I spoke -- I  
23 went out of my way to speak to Mr. Page last week to address  
24 that issue. Normally, you're right, I would address it today.

1 I would re -- start with Dr. Paglini and then I would go  
2 through all the custodial issues. But because he wasn't  
3 available today, I didn't want to try to get into that topic  
4 and then try to get back into it on Thursday.

5 I wanted to -- I spoke to Mr. Page and I said I wa  
6 -- I'd rather address the financial issues today and then  
7 address the custody issues on Thursday, since we'll have  
8 Paglini. But obviously, we won't have a finalization of the  
9 (indiscernible) at the end of the trial until the custodial  
10 issues are resolved. And I have to admit, I planned -- I  
11 planned --

12 THE COURT: Uh-huh.

13 MR. MAYO: -- accordingly. I planned that way.

14 MR. PAGE: I planned accordingly as well, as I was  
15 to have my client testify when she's called as to custody  
16 matters and to have David testify as to custody matters as  
17 well today when his time comes up. Dr. Paglini can come in  
18 and testify as to what his report is. And his -- his content  
19 is the content. He can lay a foundation for that.

20 And of course, we give professionals courtesy as to  
21 when they're actually available. But we should go forward on  
22 the custody matters with the individual parties at the time  
23 when we're supposed to do. There's no reason not to. It's  
24 required by the rules.

1           THE COURT: Okay. So look, at the end of the day,  
2 we have the time to put on -- I mean, so you're the Plaintiff,  
3 Mr. Mayo. I mean, I -- I assume you can put on -- I don't  
4 know what all -- what all there is in terms of the property  
5 that you did intend to put on today. But you can put on the  
6 rest of it, as it pertains to your custody, too, correct?

7           MR. MAYO: Correct. Yeah, my -- obviously, I want  
8 to get -- if I get through the custody -- the property stuff,  
9 I can start into the custody stuff, correct.

10          MR. PAGE: Also I'd like to chime in if I could,  
11 Your Honor, and that has to do with -- I don't know. Did you  
12 get exhibit books, Your Honor?

13          THE COURT: Everything went through -- yeah, we got  
14 everything. And everything -- is it -- is -- is it books, or  
15 is it --

16          MR. PAGE: Did you --

17          THE COURT: -- electronic?

18          MR. PAGE: -- receive --

19          THE CLERK: It's all electronic.

20          THE COURT: It's all electronic.

21          MR. PAGE: Okay. Because I have -- part of this has  
22 to do with my concerns, is I -- I received on Friday about  
23 8,000 pages of exhibit pa -- exhibits. And I spent my weekend  
24 printing those off. We -- my staff asked Mr. Mayo's office if

1 they could just give us a physical book. And their answer to  
2 me was no. It has somewhat handicapped my ability to prepare,  
3 particularly with the financial issues.

4           So that also dovetails into the idea that we'll just  
5 do custody here first and finish up with what remainder of the  
6 financial issues are on Thursday. Because quite frankly, it's  
7 unduly prejudicial to be dumped 8,000 pages on a Friday  
8 afternoon. And then when you ask for a physical copy -- which  
9 I think we're supposed to do -- we're told no, you can't have  
10 one.

11           MR. MAYO: You -- Your Honor, if I can respond? So  
12 I spoke -- on this issue, I also spoke to Mr. Page early last  
13 week. And we talked about the number of exhibits that we  
14 would have and exchanging them. And I had said that based on  
15 the trial management order and the admin orders, it was being  
16 submitted electronically. I coordinated so that I would know  
17 whether he wanted him through DropBox or through a UBS (sic)  
18 memory stick or some other medium.

19           And he had asked me, you know, how many I had. And  
20 I said, well, a lot of it may or may not be necessary,  
21 depending on if it comes through Dr. Paglini, but that I'd  
22 probably have a substantial amount of potential exhibits. But  
23 I did tell him that we could exchange those on, you know,  
24 Thursday or Friday morning. He said he wanted to -- Friday at

1 3:00 o'clock to exchange those. We did submit them  
2 electronically. I -- I think he just wanted to have them in  
3 paper form. They had contacted us on Friday saying, well,  
4 we'd like to also have them in paper form.

5 But because of the sheer amount of the exhibits, we  
6 weren't in a position to print off those pages and give them  
7 to him. The whole point of the transmittal through electronic  
8 means is to have it downloaded and then easily accessible  
9 online, which is what the court order required and was what  
10 was -- what we did. If this was -- if we simply had, you  
11 know, a thousand pages of exhibits, I've done it before. I  
12 would obviously have no problem giving him a copy of those  
13 exhibits. And I -- you know, I do so regularly, especially  
14 for in-person trials.

15 But because of the nature of the Court's order and  
16 the amount of exhibits that we'd have to print up, you know,  
17 we weren't in a position to -- to print up that many pages.  
18 But again, that's part of what the order is. So I mean,  
19 respectfully to Mr. Page, he had known that we were going to  
20 submit a substantial amount of exhibits early in the week.  
21 And we complied with our agreement and the court order to do  
22 so. If he wanted to print them up and spent the weekend  
23 printing him up, I -- I can't do anything about that. I mean,  
24 we transmitted them to him and he received them.

1           MR. PAGE: Well, I -- I -- the only way my -- I can  
2 -- I pre -- can prepare and my client prepares, is to go  
3 through the individual exhibits and tab them as to items of  
4 interest that we see. Mr. Mayo represented, yeah, there's  
5 about 3,000 exhibits. The Bates label numbers go up to 8,000.  
6 That is unduly prejudicial.

7           THE COURT: Well, wait a --

8           MR. PAGE: It is --

9           THE COURT: -- minute. Are they one through 8,000,  
10 or are they 3,000, or what are they? Is it just --

11          MR. PAGE: It's --

12          MR. MAYO: They're exhibit numbers --

13          MR. PAGE: -- Bates number --

14          MR. MAYO: -- one through --

15          MR. PAGE: There's 206 separate exhibits. There are  
16 -- it goes from roughly one through 8,000 and change. And I  
17 had to print off every single one. There are a number of  
18 video files that I didn't -- obviously can't print off. But  
19 still, the amount of paper is daunting to have to go through  
20 that on a Friday afternoon and over the weekend to be prepared  
21 for a Monday trial. It's substantially more than what was  
22 represented to me with -- in my phone call with Mr. Mayo. And  
23 you know, if he just didn't realize the scope of it, he didn't  
24 realize. But at the end of the day, it is --



1 THE COURT: And how do I fix that?

2 MR. PAGE: -- challenging --

3 THE COURT: I mean, it's still --

4 MR. PAGE: -- to --

5 THE COURT: -- it's still -- okay. Okay, hold on.

6 Today is --

7 MR. MAYO: But he still has --

8 THE COURT: -- supposed to be --

9 MR. MAYO: -- he still --

10 THE COURT: Hold on. Hold on.

11 MR. MAYO: -- has them online.

12 THE COURT: Hold on, guys. This was supposed to be  
13 custody today, financials on Thursday. I -- I didn't know you  
14 all made some kind of switcharoo agreement, but today was  
15 supposed to be custody. I mean, look. At the end of the day,  
16 you're the Plaintiff, Mr. Mayo. I mean, you're -- you can put  
17 on the -- your whole case first. Mr. Page, you can put on  
18 yours on Thursday. And then I guess that would probably  
19 ultimately -- I guess -- and we can hold out time for  
20 Dr. Paglini on Thursday.

21 And I mean, it's frustrating because I just don't  
22 know how else to do this. I just set these two days because I  
23 figure we can deal with the custody. If you need Dr. Paglini  
24 on Thursday, we'll put Dr. Paglini on Thursday. I didn't

1 realize he wasn't available today.

2 MR. MAYO: Well, my point is, most of my custody is  
3 -- is coming in through Dr. Paglini.

4 THE COURT: Uh-huh.

5 MR. MAYO: The idea is, I'm trying to be efficient  
6 in regards to how I present --

7 THE COURT: Okay.

8 MR. MAYO: -- my case.

9 THE COURT: Well, then if -- if --

10 MR. MAYO: And so I think -- my point is, I may not  
11 have very many questions today because so much of it's coming  
12 in through Dr. Paglini. And obviously, I have to get into the  
13 financial issues. I just thought I'd be -- I'd be more  
14 concise addressing those issues in addition to Dr. Paglini so  
15 it's all being presented to Your Honor at --

16 THE COURT: Uh-huh.

17 MR. MAYO: -- one time, instead of a little bit  
18 today, more tomorrow -- more on Thursday, and then part of cus  
19 -- part of property today and part of property on Thursday.

20 THE COURT: I'm just trying to figure out --

21 MR. MAYO: So I mean, I can --

22 THE COURT: I'm just trying to figure out the --

23 MR. MAYO: I mean --

24 THE COURT: -- best way --

1 MR. MAYO: -- if I'm presenting --

2 THE COURT: -- to accomplish this.

3 MR. MAYO: -- I'm presenting my -- if I'm presenting  
4 today, I can -- I can start -- I mean, if -- I can start with  
5 my property, and then I can go into the custody. I mean,  
6 whether I -- I mention the property in the morning and then  
7 custody in the afternoon, I don't think it really makes a  
8 difference in regards to --

9 THE COURT: I don't either.

10 MR. MAYO: -- Your Honor because it's not like we're  
11 doing it prior to trial being complete.

12 THE COURT: I don't -- I don't either. I mean, I  
13 don't --

14 MR. PAGE: Actually, I think this case is very  
15 simple, and that's why I only presented like six exhibits.  
16 Because we have the -- the date of the domestic partnership,  
17 then they got married after that. And the fact that they got  
18 married afterwards doesn't void anything.

19 There's no statute or case law to sta -- that stands  
20 from the position that Opposing Counsel's taking. And then  
21 you do basically a time rule formula. I mean, either it's  
22 community or it's not community. And we go forward. It  
23 shouldn't have been this hard of a financial case. I don't  
24 see the justification for 8,000 exhibits for the issues as I

1 perceive them.

2 MR. MAYO: Well, Fred, if I -- if I get to all -- if

3 I get to all the financials, then they're necessary. If I

4 don't, it doesn't hurt because, A, I've disclosed all those

5 you know, through the discovery process. So it's -- there's

6 no like --

7 THE COURT: Right. I mean --

8 MR. MAYO: -- surprise.

9 THE COURT: -- I don't think that --

10 MR. MAYO: You're just --

11 THE COURT: I --

12 MR. MAYO: -- having exhibits you --

13 THE COURT: I don't think --

14 MR. MAYO: -- may or may not go through.

15 THE COURT: I agree with --

16 MR. PAGE: I'm surprised because I have 8,000 pages

17 on a Friday afternoon for --

18 THE COURT: Well, but --

19 MR. PAGE: -- a Monday trial.

20 THE COURT: -- that was an ag -- an agreement that

21 you guys made. I guess you ultimately took -- took that

22 chance, right? I mean, it's one of those things where I -- I

23 -- I can't rearrange everything because it ultimately turned

24 out to be difficult. My problem is, I have today and I have

1 Thursday. And we're getting this case over with, one way or  
2 the other. The -- no more.

3 MR. PAGE: Uh-huh.

4 THE COURT: So --

5 MR. PAGE: And I wasn't making an oral motion for a  
6 continuance. I was just --

7 THE COURT: No, I know.

8 MR. PAGE: -- trying to --

9 THE COURT: But I'm just saying --

10 MR. PAGE: -- please --

11 THE COURT: -- like, look, at the end of the day, I  
12 just need the evidence, however it comes in. I don't care  
13 what order. I don't care -- I don't care. I just -- so if  
14 Mr. Mayo wants to put it on, you know, part property and then  
15 this afternoon, you know, start the custody, I mean, you're  
16 going to be able to cross examine in the morning regarding the  
17 property. You're going to be able to put on your case  
18 afterward. I mean, so I don't -- I don't really think it  
19 matters how it comes in.

20 MR. MAYO: Right.

21 THE COURT: And we'll just reserve the time for  
22 Doctor Paglini unless you all think that you want to just --  
23 just leave him out and stipulate to his report. Or I don't  
24 know how. But ultimately, if you need Dr. Paglini, we'll --

1 we'll put him on on Thursday.

2 MR. PAGE: His -- his report is -- his report has --  
3 his finding and recommendations speak for themselves. But if  
4 you --

5 THE COURT: Right.

6 MR. PAGE: -- needs to be --

7 MR. MAYO: Well, actually, I -- Your Honor, I had  
8 actually offered to have Dr. Paglini's report simply come in.  
9 And we would refer to it and leave Dr. Paglini out, especially  
10 since there was a cost. Mr. Page had asked, well, if he's  
11 available, we would likely need him. And then I said, well, I  
12 have to contact him, plus I -- we don't have the money. He  
13 had suggested that we use the monies in trust to pay for  
14 Dr. Paglini --

15 THE COURT: Right.

16 MR. MAYO: -- which we agreed to. And we did. And  
17 so I wouldn't have -- I wouldn't have had, you know, monies  
18 taken from the trust account to pay for Dr. Paglini to be here  
19 if we had agreed that we would just use his report, which is  
20 what I wanted --

21 MR. PAGE: No, I --

22 MR. MAYO: -- originally.

23 MR. PAGE: You told me -- you told me you wanted to  
24 have Dr. Paglini come in. That's why you initiated the call.

1           MR. MAYO: Not -- my email I sent you, it says can  
2 we stipulate to have Dr. Paglini's report admissible,  
3 especially since, A, I'm not sure if he's available and, B,  
4 it's going to cost money to have him come in and testify. And  
5 then I --

6           MR. PAGE: Yeah, but --

7           MR. MAYO: -- called you --

8           MR. PAGE: -- (indiscernible) --

9           MR. MAYO: -- in regards to that email.

10          MR. PAGE: -- the email, you called me asked for him  
11 to come in. And I s --

12          MR. MAYO: No, that -- that was the whole point of  
13 the email saying we don't need them to come in if we can  
14 stipulate to the report. If he comes in, though, it's going  
15 to cost money. And you said what about the monies in the  
16 trust account. And I said, well, let me check and see. And  
17 you said, we're okay with it.

18          I didn't (indiscernible). I mean, he's been paid.  
19 So it -- to me, it seems -- I mean, he's been paid. So now  
20 we're going to have him -- you know, he's going to keep that  
21 money because he spent the time to prepare for the trial on  
22 Thursday. That's going to be \$3,000 that are basically lost  
23 if we don't have him come in now.

24          THE COURT: Wait a minute. Does --

1 MR. PAGE: My approach --

2 THE COURT: -- he charge the whole amount if he  
3 doesn't testify?

4 MR. MAYO: No, no, no. He char -- he charges for  
5 the prep time. At -- okay, it -- he charges for prep time, he  
6 charges to come in. I have to admit, I don't -- I don't have  
7 his report. I don't have his agreement in regards to what is  
8 refundable and what is refundable related to that part.

9 But I mean, I -- again, I've planned on him to -- to  
10 be present and which is how I -- I prepared for my case. If I  
11 had known that we were going to stipulate just to the -- to  
12 his report, I would have done it accordingly. And I haven't.  
13 So my -- my preparation is based on Paglini being present.

14 MR. PAGE: No, my -- and I -- my impression was from  
15 my conversation with you, Mr. Mayo, was that you wanted -- you  
16 were the one that wanted him to come in.

17 THE COURT: Well, that's --

18 MR. PAGE: Wanted him to --

19 THE COURT: -- what he's --

20 MR. PAGE: -- come in --

21 THE COURT: -- saying.

22 MR. PAGE: -- and testify.

23 THE COURT: He pre --

24 MR. MAYO: No, I -- I -- again, I -- I have the



1 email that I sent. And in the email, I said --

2 MR. PAGE: Yeah, but --

3 MR. MAYO: -- why don't we -- actually --

4 MR. PAGE: -- we had --

5 MR. MAYO: -- why don't we stipulate to --

6 MR. PAGE: -- (indiscernible) --

7 MR. MAYO: -- his report so that we don't have him

8 come in?

9 MR. PAGE: -- never got back to you on it. I never

10 responded to that email, which is why you called me. When I

11 -- my recollection from the ca -- the phone call is that you

12 wanted Dr. Paglini, at that time, to come in and testify. And

13 I -- okay.

14 THE COURT: All right. Well, if -- if you can find

15 out if -- all right. I -- I'm just frustrated. So okay,

16 let's get started one way or the other. I mean, Mr. Mayo, we

17 -- we now have Dr. Paglini set for Thursday, which it is what

18 it is. And if you decide --

19 MR. MAYO: I -- I can --

20 THE COURT: If you --

21 MR. MAYO: -- read the email I sent, Your Honor,

22 where I said let's stipulate to have his report admissible,

23 that way he doesn't --

24 THE COURT: All right --

1 MR. MAYO: -- have to --  
2 THE COURT: -- well, I mean --  
3 MR. MAYO: -- come in and --  
4 THE COURT: -- if you can --  
5 MR. MAYO: -- parties don't --  
6 THE COURT: -- find out if --  
7 MR. MAYO: -- have to spend the money.  
8 THE COURT: -- Dr. Paglini's willing to refund them  
9 some money and you stipulate to the report, I mean, then --  
10 then that will --  
11 MR. MAYO: Right. I ca --  
12 THE COURT: -- can work, too.  
13 MR. MAYO: -- I'll -- I'll look in -- I -- I can  
14 call him when we're -- we're done. So let me pull up the  
15 video. Okay.  
16 THE COURT: Okay.  
17 MR. MAYO: All right. And now, I -- Your Honor, I  
18 can save the time in terms of my opening statements.  
19 Obviously, I -- you know, you've gone through the -- the  
20 pretrial memorandum --  
21 THE COURT: Uh-huh.  
22 MR. MAYO: -- and what we have in terms of our case  
23 as presented in that PTM.  
24 THE COURT: Uh-huh.

1           MR. MAYO: So in hopes of being able to move forward  
2 and try to resolve this matter by, you know, close of business  
3 on Thursday, I would rely on our PTM and go from there.

4           THE COURT: Okay. All right. So you -- you don't  
5 need to -- you don't want to do any kind of opening, then? Is  
6 that what you're --

7           MR. MAYO: No, Your Honor

8           THE COURT: -- saying? Okay.

9           MR. MAYO: Right.

10          THE COURT: I mean, I have your pre -- I have your  
11 pretrial. Okay. So then, you want to call your first  
12 witness, Mr. Mayo?

13          MR. PAGE: May I do one --

14          MR. MAYO: Yes, Your Honor.

15          MR. PAGE: -- Your Honor?

16          THE COURT: Oh, you want to do --

17          MR. MAYO: Oh.

18          THE COURT: You want to do an opening, also? I'm  
19 sorry, Mr. Page. You want to do an opening?

20          MR. PAGE: Yeah, that's okay, briefly.

21          THE COURT: Uh-huh.

22          MR. PAGE: I think the issues are -- in this case  
23 aren't complicated, even though it's a bench trial. To  
24 highlight some points of focus for Your Honor --

1 THE COURT: Okay.

2 MR. PAGE: -- what we are looking at, Your Honor, is  
3 a case involving custody and property and debt division. As  
4 to custody, we have Dr. Paglini's report. In Dr. Paglini's  
5 report, he recommends joint physical. He has spent far more  
6 time with these folks than either us or Your Honor is going  
7 to.

8 And Dr. Paglini's been doing this for a long time  
9 and probably longer than we've been practicing law. And in  
10 that, he comes to the conclusion that the parties should have  
11 joint physical custody. My client is willing to accept his  
12 recommendations. He recommends some additional classes and  
13 counseling for her. The evidence and testimony will show that  
14 she will have agreed to those terms in return for joint  
15 physical custody. Because the preference is in Nevada for  
16 joint physical custody.

17 The other issues are remarkably simple in this case,  
18 I think. The evidence and testimony will show that in roughly  
19 May of 2015, these folks got domestically partnered. Then  
20 roughly a year later, they got married. The evidence and  
21 testimony will show that all three of the real properties were  
22 acquired during the course of either the marriage or the  
23 domestic partnership.

24 It should be noted that the domestic partnership has

1 never been dissolved. That is still out there and pending. I  
2 would ask Your Honor that we consolidate the domestic  
3 partnership dissolution in part of -- as part of the divorce,  
4 in order to make sure that we're procedurally correct with  
5 everything.

6 Under Chapter 122(A), the domestic partnership  
7 continues until its terminated and it can be terminated in a  
8 like manner as a divorce. So we would ask Your Honor to make  
9 those findings and enter those appropriate orders so we don't  
10 run into legal issues years on down the road.

11 The evidence and testimony, as I indicated, will  
12 show that the real properties were acquired during the course  
13 of the marriage. Therefore, the real property should be  
14 considered community property. Once those properties are  
15 considered to be community property, they need to be valued  
16 and divided.

17 And we have the information available to us to go  
18 ahead and make that determination. And we also have a  
19 retirement account that needs to be vi -- divided pursuant to  
20 the time rule formula. We need to confirm the parties' bank  
21 accounts to them. We need to confirm the parties' vehicles to  
22 them.

23 Outside of the 8,000 pages that have been received  
24 in this case as exhibits, there's really not a whole lot else

1 to do. It's a -- a fairly routine, ordinary case with issues  
2 that we see on a daily basis that normally shouldn't require  
3 two days of trial. But for the way the case has been  
4 prosecuted, it does.

5           There are some issues as -- of marital waste. The  
6 evidence and testimony will show that there is no marital  
7 waste, that the marital waste that is being complained was  
8 part and parcel of the parties' business called  
9 (indiscernible) throughout the course of the marriage and  
10 before the marriage.

11           And we have to go ahead and set child support, which  
12 should be set according to -- according to NAC 425. That is  
13 relatively straightforward and easy to do. So with that, we  
14 should simply go ahead and take the evidence, confirm the  
15 parties as joint physical custodian, go ahead and set child  
16 support pursuant to NAC 425, divide the real properties  
17 equally, divide the retirement account pursuant to the time  
18 rule formula, award the bank accounts, and award the vehicles.  
19 It's really not more than all that needs to be done in this  
20 case.

21           That's why we only submitted roughly six exhibits,  
22 because the case it just isn't compli -- that complicated to  
23 justify there being 8,000 pages of documents in this case.  
24 With that, that is my opening statement. And I am ready to

1 proceed forward.

2 THE COURT: Okay, thank you. All right, Mr. Mayo?  
3 And then when -- by the way, whenever we -- whenever the break  
4 is taken for Mr. Page's child support hearing, shortly after  
5 that -- whenever you're finished, Mr. Page, I want to talk to  
6 you and Mr. Mayo, just the three of us. I don't know how we  
7 get that accomplished. I guess we'll just have David and  
8 Ms. Stucke separate themselves from the two of you because I'm  
9 going to go through some of this stuff with you --

10 MR. MAYO: That's fine.

11 THE COURT: -- together. Just sort of kind -- I'm  
12 -- I want to see if we can, I don't know, maybe shortcut some  
13 of this. Because it looks to me like some of it could be  
14 addressed, and we can reach some resolution at least on some  
15 of it. So we'll talk about that.

16 MR. PAGE: And --

17 THE COURT: Okay?

18 MR. PAGE: And part of that is, if you're going be  
19 looking at the exhibits electronically --

20 THE COURT: No.

21 MR. PAGE: -- I don't know --

22 THE COURT: Well, I won't --

23 MR. PAGE: -- how you --

24 THE COURT: -- be --

1 MR. PAGE: -- think you're going to get --

2 THE COURT: -- until they're admitted. But I just  
3 want to talk to the two of you and get some stuff addressed  
4 just so that we can -- and we can do that, the three of us, to  
5 make sure that we're not -- we're all on the same page and see  
6 if we can't eliminate some of this. Because we -- I mean,  
7 these people don't need to fight over every little -- I mean,  
8 I think some of the stuff can be addressed and resolved. So  
9 just -- we'll talk about it when we come back from the break.  
10 But, Mr. Mayo, I'll let you get started.

11 MR. MAYO: Thank you, Your Honor.

12 THE COURT: Uh-huh.

13 MR. MAYO: I'll call -- call my client, David  
14 Stucke.

15 THE COURT: Okay. We'll have --

16 MR. MAYO: David --

17 THE COURT: -- have Mr. Stucke sworn in.

18 MR. MAYO: -- undo your -- yeah, David, undo your --  
19 your audio. You have it on mute. There go. Okay.

20 THE CLERK: Please raise your right hand.

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

24 THE PLAINTIFF: I do.



1 THE CLERK: Thank you.

2 THE COURT: Okay. Mr. Mayo?

3 MR. MAYO: All right.

4 DAVID STUCKE

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

7 DIRECT EXAMINATION

8 BY MR. MAYO:

9 Q David, what's your -- can you please state your full  
10 name?

11 A David Patrick Stucke.

12 Q And where do you currently reside, sir?

13 A I'm staying in a Airbnb right now.

14 Q Okay. Now, a little background. Did you attend  
15 college?

16 A Yes.

17 Q Okay. Did you receive a bachelor's degree?

18 A Yes.

19 Q Where from?

20 A Carnegie Mellon University.

21 Q All right, and what was your -- what was the degree  
22 that you obtained?

23 A A bachelor's in physics.

24 Q Did you attend any other college or university?

1           A     Yes.

2           Q     Which one?

3           A     Iowa State University and Penn State University.

4           Q     Okay. At Iowa State, did you achieve any kind of

5 undergraduate or graduate degree?

6           A     Yeah, I got a master's in condensed matter physics.

7           Q     All right. And did you say you also attended Ohio

8 State University or --

9           A     Penn --

10          Q     -- Penn State University?

11          A     Penn State University.

12          Q     Okay. And did you --

13          A     I got --

14          Q     -- obtain any --

15          A     -- my PhD in -- in physics there.

16          Q     Okay. All right. All right, David, let's look at

17 your financial disclosure form, which is Exhibit 194. So

18 please go to that exhibit.

19          A     Okay.

20          Q     All right. Now, it says that you are employed by

21 Ainsworth Gaming (sic) Technology. What do you do at

22 Ainsworth?

23          A     I'm a game designer.

24          Q     Okay. And let's look at the --

1 MR. PAGE: You said 194?  
2 MR. MAYO: -- page number 3. Can you turn to page  
3 number 3?  
4 MR. PAGE: Counsel, did you say 194?  
5 MR. MAYO: Correct, Exhibit 194. I'm sorry, my  
6 apologies, 198.  
7 MR. PAGE: Thank --  
8 MR. MAYO: Sorry.  
9 MR. PAGE: -- you.  
10 (Pause)  
11 BY MR. MAYO:  
12 Q All right. Are you there, sir?  
13 A Oh, I have it.  
14 Q Okay. All right.  
15 MR. MAYO: Do you have it, Fred?  
16 MR. PAGE: I have it.  
17 MR. MAYO: Okay.  
18 BY MR. MAYO:  
19 Q All right. So if you could, please also look at  
20 page number 3. All right. Now, on page 3, does it list your  
21 hourly wages?  
22 A Yes.  
23 Q All right. And what is that monthly amount?  
24 A Eighty-three thirty-three, and thirty-five cents.

1 Q Okay. And has there been any decrease in your  
2 salary this year?

3 A Yeah.

4 Q And what period of time was that?

5 A It was during the pandemic. It was -- I think it  
6 was the beginning of April until beginning of July.

7 Q Okay. And has that -- was that lower than the 8,333  
8 number?

9 A Yeah, it was a 15-percent reduction.

10 Q Okay. Now on -- if you would to turn to page 6C.

11 A Okay.

12 Q All right. Now, you list on here a number of  
13 expenses. Are those expenses on behalf of the minor children?

14 A Yes.

15 Q Okay. And it shows expenses related to tuition,  
16 books, and fees. Where do the children attend preschool or  
17 school?

18 A Yeah, they go to the International Christian  
19 Montessori Academy. It's a Montessori school, slash,  
20 daycare-type thing for them.

21 Q Okay. And that -- does that -- is that the total  
22 amount, the thousand dollars per month for both children?

23 A Yes.

24 Q Okay. And then also, it has meals. Is that meals

1 at their school that's out-of-pocket?

2 A Yeah. It was just an estimate for lunches and  
3 things.

4 Q All right. Now, if you could, turn to the next  
5 page. It's page 7 of 10.

6 MR. PAGE: Hey, Mr. Mayo, I'm going to jump -- chime  
7 in here. They're ready for me in child support court.

8 MR. MAYO: All right.

9 MR. PAGE: So I'm going to step out into the lobby.  
10 And I'll take -- I'll do the hearing in the lobby, and then  
11 I'll come back.

12 THE COURT: Okay, so we're going to --

13 MR. MAYO: That sounds --

14 THE COURT: We'll --

15 MR. MAYO: -- good.

16 MR. PAGE: That sound good to everyone?

17 THE COURT: We'll go off the record then, Mr. Page.  
18 So that way -- unless you want us to just -- you think -- you  
19 think you'll be just a short moment? We can leave it --

20 MR. PAGE: It's --

21 THE COURT: -- on.

22 MR. PAGE: -- real short.

23 THE COURT: We'll go off the record. That's fine.  
24 We'll take a break.

1 MR. PAGE: That's fine.

2 (COURT RECESSED AT 09:32 A.M. AND RESUMED AT 09:55 A.M.)

3 THE CLERK: Back on the record.

4 THE COURT: Do we have mister -- oh, there he is.  
5 Mr. Page is back. Mr. Mayo's back. All right. So I was  
6 going over your pretrial memos again. I just thought we would  
7 talk about some of this stuff. But I just don't know that --  
8 so is -- there's no dispute that there was a domestic  
9 partnership, correct? Domestic partnership in May of 2015?  
10 One -- two thousand-one-five?

11 MR. MAYO: No, there's no dispute.

12 THE COURT: Okay. And as it pertains to Maule, I  
13 think that -- wait a minute, hold on one second. I want to  
14 look at Mr. Page's --

15 (Pause)

16 THE COURT: So was Maule -- the Maule property  
17 purchased in July of '15, or was it purchased in March?  
18 Because what your -- your pretrial memos say two different  
19 dates. And obviously, I don't have the ev -- any evidence, so  
20 I guess I'm just trying to figure out when it --

21 THE COURT: No, I understand. The residential  
22 purchase agreement was executed in March of 2015.

23 THE COURT: No, when was it actually purchased?

24 MR. MAYO: Well, our --

1 THE COURT: When did it --

2 MR. MAYO: -- position is it was purchased when they  
3 execu -- when he executed the -- the purchase agreement.

4 THE COURT: No.

5 MR. MAYO: In terms of when it closed, I believe it  
6 closed in --

7 THE COURT: Well, you don't --

8 MR. MAYO: -- July of 2015.

9 THE COURT: So you don't purchase it until it closes  
10 as I -- as I understand it. You can sign an agreement, I'm  
11 going to buy this. But if you don't buy it, then it doesn't  
12 happen, right, if you don't close on it? So you're saying the  
13 offer to purchase was signed in March?

14 MR. MAYO: Correct.

15 THE WITNESS: Short sale situation, yeah.

16 THE COURT: Yeah, okay. So -- so your argument is  
17 because you made the offer back in -- before the domestic  
18 partnership, that -- that somehow that makes it separate, even  
19 though the closing happened during the marriage -- or during  
20 the domestic partnership?

21 MR. MAYO: Correct. And -- and in addition to the  
22 -- the monies that were put down towards the -- the purchase.

23 THE COURT: Well, I understand that part. But I  
24 mean, I'm -- I guess I'm just trying to figure out how you --

1 how you claim that it occurred prior to the domestic  
2 partnership. It was bought via --  
3 MR. MAYO: Well, but --  
4 THE COURT: -- short --  
5 MR. MAYO: -- they --  
6 THE COURT: -- sale. You're -- you say this  
7 property was bought via short sale in March 2015. They  
8 entered into a domestic partnership in -- in May of 2015, but  
9 the actual closing date -- the actual purchase was in July of  
10 '15, correct?  
11 MR. MAYO: Correct. And it's -- it's our position  
12 that when something is purchased, it's purchased. If it is --  
13 if there's additional terms to complete, that's part of the  
14 purchase. And so we're looking at initially when was it that  
15 this -- this --  
16 THE COURT: Really?  
17 MR. MAYO: -- agreement to buy --  
18 THE COURT: If --  
19 MR. MAYO: -- this property came into effect.  
20 That's when we believe it was purchased --  
21 THE COURT: But yet if --  
22 MR. MAYO: -- however the term's --  
23 THE COURT: -- you're a --  
24 MR. MAYO: -- carried out.



1           THE COURT: -- realtor, you're not entitled to any  
2 -- you're -- you're not entitled to any commission unless the  
3 purchase actually happens. I mean, you can have all kinds of  
4 terms and things you need to complete by the ti -- I -- I'm  
5 just -- I'm just trying to figure out where that -- where that  
6 logic comes from.

7           I'm -- I don't understand because a purchase is when  
8 the actual closing date happened. That's when you actually  
9 purchase it. You can have intent to do something all day  
10 long. But if you don't actually follow through, then -- then  
11 there is no transaction.

12           MR. MAYO: Well, they -- they -- they did carry  
13 through. I mean, he -- he entered into the agreement to  
14 purchase. And then he followed through in regards to the  
15 payment of the down monies from his separate funds --

16           THE COURT: I understand.

17           MR. MAYO: -- and then the closing of the -- the  
18 final docs.

19           THE COURT: I -- yeah. No, I get it. But I mean, I  
20 think the actual transaction took place during the domestic  
21 partnership. Do you disagree?

22           MR. MAYO: The transaction -- I mean, again, it's --  
23 did they -- did he continue doing things to -- to fi -- to  
24 finalize in terms of the purchase? Yes, he did.

1           THE COURT: Okay. Mr. Page, your thoughts on that?  
2 I'm just curious. I don't understand that -- I don't  
3 understand what -- how does that change the -- your position  
4 on that -- that piece of property, Mr. Mayo?

5           MR. MAYO: Well, what we're saying, Your Honor, is  
6 that -- and -- and I have this in terms of my questioning as  
7 an offer of proof. What we're saying is, they intended -- and  
8 when they entered the domestic partnership, they en -- they  
9 entered it for one specific purpose.

10           They didn't enter it in to actually be considered  
11 essentially married. They'd both been previously married.  
12 They didn't want to get married again. It was an uncertain  
13 time for them. They entered into domestic partnership for the  
14 sole purpose of providing health insurance coverage for her  
15 through his insurance, which they did.

16           They bought the -- he then bought the property prior  
17 to marriage. They didn't marry until a year later. Our  
18 position was that they intended to have that property owned as  
19 his separate property. And when they married in May of 2016,  
20 at which point, interest in the property became community. So  
21 what our position is, it's his -- the do -- the monies used  
22 for a down payment and then for improvements prior to marriage  
23 are obviously his separate property.

24           But any gain during that time from March of 2015

1 through May of 2016, is his separate property, which is why we  
2 applied a Malmquist analysis differentiating between what he  
3 had prior to marriage and what he had during the marriage.

4 THE COURT: As opposed to this thing was closed  
5 during the domestic partnership, which creates a community  
6 property interest with the at -- with obviously the separate  
7 property, like, tracing -- tracing for the amount that he put  
8 down. That -- which is what Mr. Page is arguing, correct?

9 MR. MAYO: Correct, he's --

10 THE COURT: He's arguing --

11 MR. MAYO: He's arguing that they -- he's arguing  
12 that upon entry in domestic partnership, essentially at the  
13 close, that was community property. Our position was that  
14 essentially it's a transmutation issue, an agreement issue.  
15 They didn't intend for that property to be community property,  
16 for the purposes I've already, you know, stated to Your Honor.  
17 And they didn't --

18 THE COURT: Uh-huh.

19 MR. MAYO: -- intend for that until they actually  
20 married, which was the next year. At which point, they both  
21 understood in terms of what they were going into in terms of  
22 community property, at which point the community essentially  
23 started. But not during domestic partnership, based on what  
24 their understanding was.

1           MR. PAGE: The law is the law as it relates to  
2 domestic partnerships. Once you acquire property during the  
3 domestic partnership, it's treated as community property  
4 because --

5           THE COURT: I under -- I under --

6           MR. PAGE: -- from the --

7           THE COURT: Yeah, that's what --

8           MR. MAYO: There --

9           THE COURT: -- I was --

10          MR. PAGE: -- (indiscernible) --

11          MR. MAYO: There's a presump --

12          THE COURT: -- trying to understand.

13          MR. MAYO: There's a presumption on that. And we're  
14 presenting our position. We're presenting evidence --

15          MR. PAGE: (Indiscernible) --

16          MR. MAYO: -- to refute that presumption.

17          MR. PAGE: That mis-states it. It's a -- it's the  
18 law. It's community property.

19          THE COURT: Well, there -- everything acquired  
20 during marriage or -- and/or, I guess, domestic partnership is  
21 presumed community. Obviously --

22          MR. MAYO: Correct.

23          THE COURT: -- you'd have to show that there is a  
24 reason to rebut that presumption and there's a basis to rebut

1 that presumption. But I'm -- I'm just trying to understand  
2 how it was allegedly purchased prior to the July closing date,  
3 when it was purchased actually in July of 2015. That was what  
4 I was trying to figure out. Okay.

5 So is there anything that everybody agrees upon in  
6 terms of these parties? I mean, like, I know we talked about  
7 the furniture and furnishings. We've talked about the  
8 vehicles. I mean, do we have anything whatsoever that these  
9 people agree upon? Nothing.

10 MR. PAGE: I think the split of the vehicles would  
11 be no argument.

12 THE COURT: The what?

13 MR. PAGE: Split of the vehicles.

14 THE COURT: Okay.

15 MR. MAYO: Correct. I mean, I think we're agreeable  
16 to who's going to get -- you know, he would get his vehicle.  
17 She would get the Chrysler van. I don't think we're in  
18 dispute regarding that.

19 THE COURT: Okay, so she gets the Chrysler. All  
20 right. What about -- we still have the issue of the World  
21 Series of Poker bracelet, correct?

22 MR. MAYO: Correct.

23 THE COURT: Okay.

24 MR. PAGE: Your Honor, I can chime in on that one.

1 THE COURT: Uh-huh.

2 MR. PAGE: That's my favorite word of the day. My  
3 client, in going through her things, did find the World Series  
4 Poker bracelet. She said she couldn't find it. She'd been  
5 digging around some boxes. And it did -- it did -- she did  
6 find it.

7 THE DEFENDANT: It was behind the desk.

8 MR. PAGE: Where --

9 THE DEFENDANT: I had to --

10 MR. PAGE: -- where --

11 THE DEFENDANT: -- move the furniture.

12 MR. PAGE: -- was it?

13 THE DEFENDANT: I had to move the furniture. It did  
14 actually get down behind the desk.

15 MR. PAGE: It was behind the desk.

16 THE DEFENDANT: I had to move the desk.

17 THE COURT: Okay, so --

18 MR. MAYO: Okay, good.

19 THE COURT: -- we have the WSOP bracelet, so that'll  
20 be awarded to Dad. And when can he get that?

21 MR. PAGE: They can have it whenever. She'd like to  
22 ask Mr. St -- ask David to find her wedding ring and just get  
23 that back to her.

24 THE COURT: Yeah, but either way, that needs to get

1 to him, like, ASAP. In fact, she should ta -- do you have it  
2 with you today? She should leave it with you, and you should  
3 turn it over to Mr. Mayo.

4 MR. PAGE: Yeah, she -- she brought it with her last  
5 -- last -- for the hearing yesterday. But I didn't want the  
6 liability of holding on to something that can get lost, so  
7 I've left it with her.

8 THE COURT: Okay. So she should bring it back --

9 UNIDENTIFIED VOICE: Thank you.

10 THE COURT: -- between now and next week and -- I'm  
11 -- not -- I'm sorry, next trial date. And you should turn  
12 that over to Mr. Mayo.

13 THE DEFENDANT: Of course.

14 THE COURT: All right, very good. One thing off the  
15 table. All right.

16 MR. MAYO: There's some bank accounts that,  
17 depending on the balances of the accounts, may simply be  
18 awarded to each party.

19 THE COURT: Which are? You mean the ones that they  
20 use --

21 MR. MAYO: Which I was I going to go through. It's  
22 -- they're listed in our financial disclosure form. And I was  
23 going to have my client go through and state, you know, the  
24 accounts. I believe a couple of them have minimal or no

1 balances.

2 THE COURT: Okay, so they could just be confirmed to  
3 each of the parties? All right. All right, so I'll let you  
4 continue then, Mr. Mayo. If there's anything else I need,  
5 I'll chime in. I'll chime in --

6 MR. MAYO: All right, thank you, Your Honor.

7 THE COURT: -- instead of Mr. Page.

8 MR. MAYO: Fred --

9 THE COURT: All right.

10 MR. MAYO: -- started a trend.

11 THE COURT: Uh-huh.

12 MR. MAYO: All right.

13 THE COURT: Okay, go ahead.

14 MR. MAYO: Okay.

15 DIRECT EXAMINATION CONTINUED

16 BY MR. MAYO:

17 Q Now, David, we had left off on your financial  
18 disclosure form. Do you have that back in front of you?

19 A I do.

20 Q Okay. All right. All right, that shows a Wells  
21 Fargo personal checking account ending in 5220. That --  
22 that's in your and Christie's name?

23 A Yes.

24 Q Okay.



1 MR. MAYO: And, Your Honor --  
2 THE WITNESS: It's in --  
3 MR. MAYO: -- some of these --  
4 THE WITNESS: -- (indiscernible) similar to --  
5 MR. MAYO: -- questions, I'm going to -- hold on,  
6 David. Some of these questions --  
7 THE WITNESS: Okay.  
8 MR. MAYO: -- I'm going to lead on just to kind of  
9 move it through. If at --  
10 THE COURT: Yeah.  
11 MR. MAYO: -- at any point -- because I think it's  
12 more procedural. If Fred has an issue with it, you know,  
13 he'll let me know. I'm just trying to --  
14 THE COURT: Yeah, that's --  
15 MR. MAYO: -- move --  
16 THE COURT: -- fine.  
17 MR. MAYO: -- so we can --  
18 THE COURT: That's fine. That's fine.  
19 MR. MAYO: Okay. All right.  
20 THE COURT: Okay.  
21 BY MR. MAYO:  
22 Q All right. So I'm sorry, David, you were -- in  
23 terms of the balance in that account, it -- you have it listed  
24 as negative \$10; is that accurate?

1 A Yeah, it's been zero, just paying fees on it. I get

2 a --

3 Q Okay.

4 A -- my 401k loan comes out of there, and I pay it.

5 And basically, it opens up --

6 Q All right. Now --

7 A -- when it's -- when it --

8 Q -- the --

9 A -- has --

10 Q -- Wells Fargo --

11 A -- too low of a balance.

12 Q -- account -- hold on. Just listen to my --

13 A Sorry.

14 Q -- questions, all right?

15 A Yep.

16 Q Wells Fargo account end -- ending in 7338, your and

17 --

18 THE COURT: Wait, wait, wait.

19 BY MR. MAYO:

20 Q -- just in your name; is that right?

21 THE COURT: Wait, wait. I'm going to ask you to do

22 something for me, Mr. Mayo. With each of those accounts, at

23 -- I want to know what should be done with that account. So

24 --

1 MR. MAYO: Okay, understood.

2 THE COURT: -- okay?

3 BY MR. MAYO:

4 Q All right. So David, the first account ending in  
5 5220, are you requesting that account be closed or -- or --

6 A Yeah, it should be closed.

7 Q -- to be closed? Okay.

8 A I'm sure she would agree. We've had -- there was a  
9 message about that at some point.

10 Q Okay. In regards to Wells Fargo account ending in  
11 7338, are you -- do you want that awarded to you?

12 A There's nothing in it, so it doesn't really matter.

13 Q Okay, that's fine. In regard to --

14 THE COURT: Okay. Wait, wait --

15 BY MR. MAYO:

16 Q -- Wells Fargo --

17 THE COURT: -- wait. Hold on.

18 BY MR. MAYO:

19 Q -- pers --

20 THE COURT: Hold on. Hold on. I just need to know.

21 MR. MAYO: Sorry.

22 THE COURT: Is it going to be -- does anyone have  
23 any objection to that one going to David? The Airbnb --

24 MR. PAGE: I'm sorry?

1 THE COURT: -- account.  
2 MR. PAGE: Yeah, there's nothing in there.  
3 THE COURT: Okay, but I mean, it's -- and so someone  
4 -- but someone's going to be responsible for it. Either  
5 closing it, keeping it. I just --  
6 THE WITNESS: That's fine.  
7 THE COURT: -- want to make sure I know.  
8 THE WITNESS: It's in my name. I can have that.  
9 THE COURT: Okay. So it goes to David. All right,  
10 that's easy. Next?  
11 BY MR. MAYO:  
12 Q All right, David, so now, there is an account ending  
13 in 5766?  
14 A Yes.  
15 Q All right. And that account is in both your and  
16 Christie's names? I'm --  
17 A No --  
18 Q -- sorry.  
19 A -- it's only in --  
20 Q I apologize.  
21 A -- my name.  
22 Q Kind of small print. That's just in your name.  
23 Okay.  
24 A Right.

1 Q And you're listing it as -- as for separate  
2 property, a balance of \$2,060. What's your position in  
3 regards to being sep -- your -- your separate --

4 A I mean --

5 Q -- property?

6 A -- the bal -- I looked it up. The balance before  
7 the domestic partnership was, like, 3,000. But it's an  
8 account that was mine. And I've -- you know, I'm sure there  
9 was community money that went in it at some point. But I'm  
10 just using it to pay my bills at this point.

11 Q Okay. All right. And what are you asking to happen  
12 in regards to that account?

13 A Well, I would like it to be mine. There's not that  
14 much in there, but I need it to pay my bills.

15 Q All right.

16 MR. PAGE: (Indiscernible) how much was the balance  
17 again? What's the balance?

18 MR. MAYO: It's in the FDF.

19 THE WITNESS: Two thousand and sixty is what it was.  
20 I mean, I can check the actual number right now. It may be  
21 slightly different from that, but.

22 THE COURT: It's 2,060 on the num -- on the FDF  
23 right now -- or as of whenever he prepared the FDF.

24 MR. PAGE: The speakers.

1 MR. MAYO: Correct, that -- the FDF was from  
2 November -- sorry, September 10th.

3 THE COURT: Right.

4 MR. MAYO: All right.

5 THE WITNESS: Current balance is \$760.

6 BY MR. MAYO:

7 Q How much?

8 A Seven hundred and sixty is the current balance.

9 Q Okay.

10 THE COURT: So that's the account you use to pay  
11 bills with. Is that what you're saying?

12 THE WITNESS: Yes.

13 THE COURT: Okay. Next?

14 BY MR. MAYO:

15 Q Then there's a -- two accounts that appear to be  
16 closed, 0224 and 9957, both with Wells Fargo. Are those  
17 closed?

18 A Yeah, they were written off because Christie left  
19 them at negative. Well, one of them --

20 Q Are they closed?

21 A -- was the -- Atomic Radiology was negative. And I  
22 -- I don't know, it was a Wells Fargo thing that had to paid  
23 off. And I had to pay it off because of that. And the other  
24 one --

1 Q Okay. So are they closed?

2 A They are both closed, yes. And no issue right --

3 Q All right.

4 A -- now. They're fine.

5 Q B of A, there's an account ending in 3576 in your  
6 name. A balance you have for \$500, you listed as a separate  
7 property. What's the nature of your position in regard to it  
8 being separate?

9 A Same thing. I had a balance of \$10,000 and some in  
10 it prior to the domestic partnership. And that one had no  
11 communi -- well, some of my side job money went in there, I  
12 believe. But that was the only community money that's gone in  
13 there. And yeah. And that one, I sort of use as a savings  
14 for me. I have \$400 from each of my paychecks go to that  
15 account to save some money. And --

16 Q All right.

17 A -- I've been using it for the car payment recently.

18 Q Now, there's an --

19 THE COURT: I don't --

20 MR. MAYO: -- account --

21 THE COURT: -- understand that.

22 BY MR. MAYO:

23 Q -- Wells Fargo ending in 1401.

24 A Those are her accounts. And I don't know about

1 those -- those accounts.

2 Q You don't know the balances on those accounts?

3 A No, those are -- those are Christie's accounts.

4 Q Okay. So there's another Wells Fargo 7685,  
5 Christie's account -- Christie's name you have listed on  
6 there. Fifth Third Bank ending in 1194, Christie. Are you  
7 asking to know what the balance in those accounts are before  
8 we make a decision regarding --

9 A Sure.

10 Q -- who gets them?

11 A My presumption is there's not much in there. She  
12 tends to not keep much cash in there.

13 Q Okay. And then there's a Wells Fargo account ending  
14 in 7578 in the name of Christie and PCCG, one of the  
15 businesses. And that's listed \$500. All right. Do you have  
16 any input in regards to this position of that account?

17 A Well, yeah, she -- she puts money in it and takes it  
18 out in cash. That's -- that's my position.

19 THE COURT: What's that?

20 MR. MAYO: Okay. And it -- the bal --

21 THE COURT: I don't understand what --

22 MR. MAYO: And de --

23 THE COURT: -- he said.

24 MR. MAYO: Depending on what your --



1 THE WITNESS: No, no. I mean, I don't know what the  
2 balance is, but she doesn't leave money in it. I know that.

3 MR. MAYO: All right. Okay. So, Your Honor, we  
4 would simply ask that we need to just confirm what the  
5 balances in those accounts are. We didn't get an updated FDF,  
6 so we don't know what -- what's in there presently.

7 MR. PAGE: You'll have one this afternoon.

8 THE COURT: Okay.

9 MR. MAYO: What's that, re -- what's that, Fred?

10 MR. PAGE: You'll have it by this afternoon. We  
11 finished it up last night, but it got too late to finish -- to  
12 file it.

13 THE COURT: All right, well --

14 MR. MAYO: All right, well --

15 THE WITNESS: (Indiscernible)

16 MR. MAYO: -- I -- I mean -- Your Honor, we -- we're  
17 supposed to have those before today. So --

18 THE COURT: I know, I --

19 MR. MAYO: -- to the extent --

20 THE COURT: I know. But if we --

21 MR. MAYO: I -- I may have --

22 THE COURT: If we can --

23 MR. MAYO: -- I have issues with it, obviously.

24 THE COURT: Yeah. Well, if you have --

1 MR. PAGE: I want to --

2 THE COURT: -- issues with it, we'll deal with it ri  
3 --

4 MR. PAGE: -- (indiscernible) --

5 THE COURT: -- hold on, hold on, hold on. If it  
6 gives us the answers we need that she can testify to about ri  
7 -- this, then we'll deal with it, right? I mean, obviously, I  
8 don't know what else it'll have in it. So we'll deal with  
9 that at the time. But I mean, they'll fi -- whatever they  
10 file, we'll se -- we'll see. Hopefully, it has the up-to-date  
11 information that we can utilize as it pertains to these  
12 accounts and whatever else exists.

13 MR. MAYO: Okay.

14 THE COURT: I un -- I mean, I understand, Mr. Mayo,  
15 it doesn't give you any time to really look at it. But  
16 hopefully, it's easy to digest. And we will be glean some  
17 information from it. But if there's any objection --

18 MR. MAYO: Well, I --

19 THE COURT: -- I'll --

20 MR. MAYO: -- I get it --

21 THE COURT: -- I'll entertain it. I understand.

22 MR. MAYO: Okay.

23 THE COURT: Okay?

24 DIRECT EXAMINATION CONTINUED

1 BY MR. MAYO:

2 Q All right. Now, David, if you could look to the  
3 retirement accounts.

4 A Yep.

5 Q Now, it lists a TIAA-CREF account. That's in your  
6 name?

7 A Yes.

8 THE COURT: Hold on. Can I --

9 MR. MAYO: All right.

10 THE COURT: -- ask a question real quick?

11 MR. MAYO: Oh, of course.

12 THE COURT: Mr. Stucke -- David, if -- if those  
13 accounts that are in Christie's name that have nominal value,  
14 you don't have a problem with their keeping those, correct?

15 THE WITNESS: No, no, no. I don't care.

16 THE COURT: Okay. But we just need to know what's  
17 in them. I mean, if they have --

18 THE WITNESS: I mean --

19 THE COURT: -- you know, if --

20 THE WITNESS: -- a current bank -- you know, current  
21 bank statements might be useful because she may have deposited  
22 it and taken it out. You know, the current balance may not be  
23 enough.

24 THE COURT: Right. Okay, well -- all right. Go

1 ahead, Mr. Mayo.

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

3 THE COURT: Uh-huh.

4 BY MR. MAYO:

5 Q All right. So, David, you have an account with  
6 TIAA-CREF?

7 A Yes.

8 Q All right. And on this FDF, you list a value of  
9 \$78,084; is that approximately accurate?

10 A Yes.

11 Q All right. When did you open this account?

12 A It was '99 or 2000 when I taught at Bucknell  
13 University.

14 Q All right. Make sure you speak up. You're kind of  
15 mumbling a little. And I --

16 A Sorry, '99 --

17 Q -- can't hear you.

18 A -- or 2000 when I taught Bucknell University.

19 (Court and Clerk confer)

20 BY MR. MAYO:

21 Q All right. From when to when did you teach at  
22 Bucknell University?

23 A It's '99 to '04, I believe.

24 Q And did you first contribute to that account during

1 that time when you worked --

2 A Yes.

3 Q -- at Bucknell? Now, did it coincide -- did you  
4 opening that account coincide with your employment at  
5 Bucknell?

6 A Yes.

7 Q Now, when's the last time that you contributed to this  
8 account?

9 A Approximately '04. Well, so at -- at UNLV, they use  
10 the same thing. So at UNLV in '06, I taught there. So '06 to  
11 '08, it got contributed to as well when I -- when I was  
12 teaching.

13 (COURT AND CLERK CONFER BRIEFLY)

14 Q All right. So '08 was the last time you contributed  
15 to it?

16 (COURT AND CLERK CONFER BRIEFLY)

17 MR. MAYO: Sorry, Your Honor.

18 THE COURT: Go ahead. I'm just talking to my clerk  
19 here. Go ahead. I'm listening to you. So --

20 MR. MAYO: All right, no problem.

21 THE COURT: -- he's saying '06 is the last time he  
22 contributed?

23 BY MR. MAYO:

24 Q So is it '06 or 2000 -- 2006 or 2008, David?

1           A     Sorry, you cut out for a second. I don't know if  
2 you asked another thing.

3           Q     Yeah. The last time you said you contributed to the  
4 TIAA-CREF account.

5           A     2008 when I taught at UNLV. Yeah, 2006 --

6           Q     Okay.

7           A     -- to 2008.

8           Q     Now, did you take any loan against your TIAA-CREF  
9 account during the marriage?

10          A     Yeah, to purchase the Grandview property.

11          Q     All right. So when was it you took that loan out?

12          A     When was the loan?

13          Q     Yes.

14          A     It was October-ish of 2017. It was before October  
15 31st. I don't know the exact date, but somewhere around  
16 there.

17          Q     All right. Now, you list a balance on the loan of  
18 \$9,873. Is that the amount that you had taken out?

19          A     Yes.

20          Q     And you said it was for purposes of --

21          A     The down payment.

22          Q     Towards the which -- towards which property?

23          A     Grandview.

24          Q     Okay. And is that -- strike that. All right. Now,

1 Fidelity. Do you have an account with Fidelity?

2 A Yes.

3 Q All right. And when did you first start to  
4 contribute to this account?

5 A 2014, and it ended in 2016 -- June 2016.

6 Q All right. And what employment -- did that -- did  
7 that correspond with you having any specific employment?

8 A Yeah, I was -- when I was working through Konami  
9 Gaming.

10 Q And when did you stop working for a Konami?

11 A June 3rd two thou -- or 2016.

12 Q All right. Now, my apologies. When did you say you  
13 started to contribute to this account?

14 A It was August, I believe, of 2014.

15 Q Okay. Now, did you take any loan against the  
16 Fidelity account?

17 A Well, it's -- what I did was, when I started working  
18 at Gamblit Gaming in June of 2016, they had a different  
19 retirement account. It was Paychex Flex, so I contributed  
20 whatever -- the four or six percent or whatever it was. And  
21 the terms to take a loan on TIAA-CREF didn't allow you to take  
22 out enough money for me to be able to get enough money for the  
23 -- to close on the Grandview property.

24 So I rolled it over into my current employer's plan,

1 and -- and they let you borrow more. So I rolled Fidelity  
2 over to the Paychex Flex to take out the loan. And then in  
3 January of 2018, Fidelity bought them. So now it's back in  
4 Fidelity, so it's a little messy.

5 Q Okay, so you still have a loan against it?

6 A Yes, it's -- well, sort -- it's defaulted, but yes.

7 Q Okay. And how -- when did it default?

8 A It was summer of 2019. Like, June, I believe.

9 Q Okay. And what was the effect of the default on --  
10 did -- did the default have any effect on the remainder of  
11 your rights in the Fidelity account?

12 A Well, I have to replace the money to ever be able to  
13 take a loan in the future. It also cost me a 10-percent  
14 penalty, and I had to pay taxes on it last year. So it -- it  
15 cost me, you know, a couple thousand dollars because of that.  
16 I had intended on paying it back with, you know, money from  
17 Birkland or something, but I wasn't able to access it.

18 Q And how much was the -- you just said that there was  
19 a loan from Paychex Flex. How much was that loan?

20 A Twenty thousand-something. The number on there --  
21 it's listed as Fidelity because that's where the money is  
22 right now. You know, that's where the loan got transferred  
23 to. But that's the amount on the FDF.

24 Q Are you asking to be awarded these accounts in the



1 divorce?

2 A Yes.

3 Q Now, you have listed, there's a -- wait -- there's a  
4 -- life insurance policies. One with MetLife in your name,  
5 one with MetLife in Christie's name, and then an additional  
6 policy. For the two MetLife policies, are those term life  
7 policies?

8 A I'm -- it's only while I'm working at -- it has no  
9 cash value. It's only when I'm working at Ainsworth. If I  
10 were to die, I think they give you one-and-a-half times your  
11 salary or something.

12 Q And what about the one in Christie's name with --

13 A I --

14 Q -- with MetLife?

15 A I'm -- don't know the details of it.

16 Q Okay. Are you aware of whether Christie's is a term  
17 life policy or a whole life policy?

18 A I am not sure. I believe there is some cash-out  
19 value, but I don't believe it's a lot.

20 Q Are you request -- what are you requesting be done in  
21 terms of those two policies?

22 A Oh, I don't care if she -- she can have them. It's  
23 -- I don't think there's a significant value to them.

24 Q Okay, so you would be awarded your MetLife, and she

1 should be awarded her MetLife?

2 A Well, yeah. I mean, it's a mo -- I don't think  
3 mine's cash-out-able anyway, so.

4 Q Now, you list an additional policy. Why do you list  
5 an additional policy?

6 A I don't know. That -- she had something --  
7 something with her children or something, I don't know. I  
8 don't -- I don't know how much they would be worth. I don't  
9 know that they're a lot, but she had some -- some other kind  
10 of policy that had value. But -- but I don't know that  
11 (indiscernible - simultaneous speech) --

12 Q You mean you think it had a cash value?

13 A Yeah, a -- it was, like, her daughter or something.  
14 I don't know the details of it. But I don't believe it's  
15 worth a ton. But they told me to list everything, so.

16 Q Okay.

17 (Pause)

18 BY MR. MAYO:

19 Q All right.

20 THE COURT: What's he asking to be done --

21 MR. MAYO: We'll get --

22 THE COURT: -- with the --

23 MR. MAYO: -- to --

24 THE COURT: -- third one if there is something with

1 the kids?

2 MR. MAYO: Say it again, Your Honor?

3 THE COURT: What is he asking if there's some third  
4 policy that has to do with the children or something that he  
5 doesn't really know about? What is he asking to be done with  
6 that?

7 MR. MAYO: I think he's --

8 THE WITNESS: So --

9 MR. MAYO: -- asking to verify --

10 THE WITNESS: -- if it's --

11 MR. MAYO: -- whether there's a cash value.

12 THE WITNESS: -- under \$1,000 or something, then  
13 fine, she can have it. If it ends up being more than that,  
14 then we can discuss -- I don't -- you know, I don't know what  
15 the bal -- I don't know how much it's worth. I have no idea.

16 THE COURT: You mean if --

17 BY MR. MAYO:

18 Q Do you know if the policy --

19 MR. MAYO: Sorry, Your Honor.

20 THE COURT: Go ahead.

21 BY MR. MAYO:

22 Q David, do you know if the policy has her adult  
23 children listed as --

24 A I believe --

1 Q -- beneficiaries or --

2 A -- it's just her adult children. I don't think it  
3 has Dave and Sarah on it unless she's added them recently.

4 Q Okay. And do you -- you don't know if it's a term  
5 life policy or it has a cash surrender value?

6 A I believe it has some cash value. But I -- again,  
7 my understanding is that it's not a lot.

8 Q Okay.

9 A But I don't know.

10 Q All right. It --

11 A More than likely, she can have it.

12 Q All right. Now, you -- oh.

13 MR. MAYO: Some of the other assets I want to  
14 address separately, Your Honor.

15 BY MR. MAYO:

16 Q But let's -- so on the vehicles, there's a 2018  
17 Toyota Prius Prime. That's your vehicle?

18 A Yes.

19 Q Okay. And based on your FDF, your representations,  
20 it has some nominal value, under \$2,000?

21 A Yeah.

22 Q All right. And you also list Christie's 2015  
23 Chrysler Town and Country. And you list values and debt on  
24 there. And that's just shy of \$6,000?

1           A     Yeah. Again, I don't -- the condition -- I know she  
2 has a tail light -- or this last time, I think it was a tail  
3 light issue, so the value may be less. I'm fine with each --  
4 us each keeping those. It's fi -- no problem.

5           THE COURT: I didn't hear what you just said.

6 BY MR. MAYO:

7           Q     All right. Now, you listed on here --

8           THE COURT: Sorry, hold on. Hold on, hold on. What  
9 did he just say about the -- the van?

10          MR. MAYO: He said he was agreeable to each party  
11 receiving their vehicle.

12          THE COURT: Okay.

13          THE WITNESS: Oh, but the loan is in my name. So we  
14 would need to figure out how to handle that.

15 BY MR. MAYO:

16          Q     Okay. All right. Well, do you have any reser -- do  
17 you have reservations in regards to your name -- your -- your  
18 name remaining on that loan?

19          A     I would -- historically, I would say no. But with  
20 recent things, I -- I'm not sure.

21          THE COURT: And you're saying there's only \$3,247  
22 left on the -- the debt?

23          THE WITNESS: Yes.

24          THE COURT: So how many payments left is that; do

1 you know?

2 THE WITNESS: Nine, probably. Nine or 10.

3 THE COURT: Okay -- very good. Go ahead.

4 BY MR. MAYO:

5 Q All right. Un -- under additional bank accounts,  
6 you have additional accounts in Christie's name listed as  
7 unknown. Why is that?

8 A Well, I just don't know the balances. They're her  
9 business accounts.

10 Q Ah, I see. Okay.

11 A Atomic Radiology is still listed just because it was  
12 left over from previous. But that account's been closed.  
13 There -- there's no balance in that one. She closed it last  
14 summer.

15 Q All right. Now you have cash in safe at \$40,000.

16 A Yep.

17 Q When was -- when are you saying -- okay. Where is  
18 this safe located? Where was it historically located?

19 A It was in the closet next to our bedroom with my  
20 bracelet and coins that I had for the kids and documents and  
21 things like that. Birth certificates and house paperwork,  
22 stuff like that.

23 Q All right. And when are you saying the 40,000 was  
24 put into the safe?

1           A     Well, we got the safe, I think, in 2015. But I've  
2 had it since 2007. When I won the bracelet, I had almost  
3 200,000 in there. And you know, I put the down -- a lot of  
4 the -- I used money for the down payment on Maule and, you  
5 know, things like that and whatever. It was down to about  
6 40,000 when I was kicked out of my house.

7           Q     All right. Now, so when you left the house, to your  
8 knowledge, was 40,000 still in the safe?

9           A     Yes.

10          Q     And are you aware of -- of Christie having opened  
11 the safe at any point during the divorce?

12          A     Yeah. Well, she -- she submitted a video in March  
13 of 2019, claiming that she couldn't open it. And then they  
14 drilled it open -- or they cut it open.

15          Q     All right. In the video, wa -- was the \$40,000 in  
16 the safe?

17          A     No, there was 400. And we have the monies in the --  
18 your house, but we'll address that af -- I -- I'll address  
19 that issue separately. On the next page, page 8 of 10. Yeah,  
20 turn to that one.

21          A     Yep.

22          Q     Okay. Now, you have a number of credit cards  
23 listed. You have an American Express card ending in 4002 in  
24 your name, a balance of --

1           A     The account number's different now. But yeah, it's  
2 7005 now. I didn't update that. Because I lost my card or  
3 whatever, but it's the same --  
4           Q     So --  
5           A     -- same -- same account --  
6           Q     Hold on.  
7           A     -- just a different ending.  
8           Q     Hold -- hold on. You're mumbling. Hold on, don't  
9 mumble.  
10          A     I'm sorry. Sorry.  
11          Q     Listen.  
12                THE COURT: He talks really fast.  
13                THE WITNESS: The -- the account number's wrong, but  
14 --  
15                THE COURT: It's hard to --  
16                THE WITNESS: -- but the balance is correct.  
17                MR. MAYO: Sorry, Your Honor. Go ahead.  
18                THE COURT: I said he talks really fast. It makes  
19 him sound like -- yeah, it's hard to understand him.  
20                MR. MAYO: I know.  
21                THE WITNESS: Sorry.  
22                MR. MAYO: I told him -- I told him to slow down.  
23                THE COURT: All right.  
24                THE WITNESS: So the -- the account number is wrong



1 because I lost my card and got it replaced. But the balance  
2 is correct.

3 BY MR. MAYO:

4 Q Okay. So 4002 is now what?

5 A Seven-zero-zero-five.

6 Q Okay. And the \$34,928, over what period of time was  
7 that accumulated?

8 A From December -- November, December of 2018 -- I  
9 think it's November, I guess I started to get a little balance  
10 on it till -- till now.

11 Q All right. And what is that balance related to?  
12 What was it did -- what's -- what did you charge or put on  
13 that card during that time?

14 A Well, I used it to live. It's -- I used it for all  
15 kinds of things. Yeah. I've been using it to get by. I've  
16 been running negative for almost two years now.

17 Q Now --

18 A Don't get me --

19 Q -- Bank of Amer --

20 A Some of it, I used -- some of it, I used to pay you,  
21 for example, my deposit. The majority of the money, I paid  
22 you came from loans.

23 Q Okay. Now --

24 MR. PAGE: Let me -- have to jump --

1 BY MR. MAYO:

2 Q How much --

3 MR. PAGE: -- in here.

4 BY MR. MAYO:

5 Q -- was it?

6 MR. PAGE: When was -- when was the American Express  
7 card opened?

8 THE WITNESS: A -- a long -- long time ago. It was  
9 well before the marriage. Ten years ago --

10 MR. PAGE: When --

11 THE WITNESS: -- maybe?

12 MR. PAGE: -- did you start using the card?

13 THE WITNESS: I'm sorry?

14 MR. PAGE: When did you start running up the balance  
15 on the card? November --

16 THE WITNESS: November --

17 MR. PAGE: -- of '18?

18 THE WITNESS: -- of 2018 is when I started

19 MR. PAGE: Okay, that's what I needed.

20 THE WITNESS: -- to put a balance on it.

21 MR. PAGE: Thank you.

22 BY MR. MAYO:

23 Q All right. Now, there's a Bank of America card  
24 ending in 4896 that's in your name. Was at a balance of

1 24,153. When was that account opened?

2 A Same thing, it was 2003, I think. That one's a long  
3 time.

4 Q All right. And the 24,153, over what period of time  
5 did that accrue?

6 A Same thing. It was near zero until -- until I got  
7 kicked out of the house.

8 Q Okay. And what kind of charges do you place on that  
9 -- on that card?

10 A It was a -- a mix of things. Because I -- some of  
11 it was just go, you know, buy food and things. Some was for  
12 bills. And you know, it was just a variety of things.

13 Q And how much -- you had said that you had put our  
14 retainer on the American Express card. How much was our --

15 A It was 70 --

16 Q -- retainer?

17 A It was 7,500, I believe.

18 Q Okay. There's a Home Depot credit card, looks like  
19 it has a zero balance in your name. Is that still accurate?

20 A Yeah.

21 Q Okay. You have listed credit cards in Christies's  
22 names, but unknown; is that right?

23 A Yes. And to my knowledge, she didn't have a --  
24 well, she had a ToysRUs card. But other than that, she just

1 had secured cards. One of them was never listed, had a sev --  
2 6,000-dollar de -- deposit that she put on it. But other than  
3 that, I -- I don't know. As far -- as far as I know, she just  
4 had secured cards.

5 Q All right. And then what -- what's -- so what's --  
6 if you could, what's a secured card?

7 A You put a -- it's when you have bad credit, you put  
8 money down. And they give you a -- you know, a credit line.  
9 You pay it off basically using your money as the collateral.  
10 It's to build your credit.

11 Q Okay. And do you -- to -- to your last -- to your  
12 last knowledge, when -- when did she have these cards?

13 A When -- when I was kicked out of the house, she had  
14 them, as far as I know.

15 Q All right. And are you aware what the -- the  
16 secured amount was on those cards?

17 A I think she said that -- I don't understand the  
18 details of it. I think she said it was worth 4,000, not  
19 6,000. I don't know. But it was -- she said she put 6,000  
20 down. So that's all I know.

21 Q Do you know the names of the --

22 A It was before the marriage, too, really, to be fair.

23 Q Okay. And do you know what the names of the cards  
24 are?

1           A     Nope. I think it was with Fifth Third Bank, but I  
2 don't know.

3           Q     Okay. And then you have some personal loans listed.  
4 Personal loan from Patrick Gallagher (ph), personal loan from  
5 Randall Griffith (ph), and personal loan from Kim Pelton (ph).

6           A     Yep.

7           Q     When were these -- when were these loans accrued?

8           A     They started probably in April of '19, till a  
9 couple of months ago, was the last one that I got from Patrick  
10 for 5,000.

11          Q     Okay. And what was the purpose of you taking on  
12 these loans?

13          A     Some of it was, you know, so that I could give you  
14 some money. Some of it was to, you know, pay my mortgage and  
15 -- and things. They -- like, for example, the loan from Kim  
16 was to pay the two missing mortgage payments from last January  
17 that -- that Christie -- you know, to get it caught up because  
18 it was going to take too long to --

19               THE COURT: I didn't --

20               THE WITNESS: -- get money --

21               THE COURT: -- understand that.

22               THE WITNESS: -- from the trust. And then I ended  
23 up -- --

24               THE COURT: It was very --

1 THE WITNESS: -- using --  
2 THE COURT: Hold on.  
3 THE WITNESS: -- the repayment --  
4 THE COURT: Hold on.  
5 THE WITNESS: Sorry.  
6 MR. MAYO: The --  
7 THE COURT: You're speaking really fast and mumbling  
8 again. And I needed --  
9 THE WITNESS: Okay, I'm sorry.  
10 THE COURT: --the one from --  
11 THE WITNESS: I'll try to slow down.  
12 BY MR. MAYO:  
13 Q So, Dav --  
14 THE COURT: -- the one --  
15 BY MR. MAYO:  
16 Q -- so, David --  
17 THE COURT: -- from Kim--  
18 BY MR. MAYO:  
19 Q -- if you're mumbling, it -- yeah. David, if you're  
20 mumbling and you're going quickly and the Judge doesn't hear  
21 you --  
22 A Okay, I'm sorry. I'll --  
23 Q -- it doesn't --  
24 A I'll --

1 Q -- help her.

2 A I'll slow down.

3 Q So --

4 A Sorry.

5 Q -- listen to the question --

6 THE COURT: So --

7 BY MR. MAYO:

8 Q -- take your time, speak clearly --

9 THE COURT: -- the one from Kim -- start over. What  
10 was hap -- what happened there?

11 THE WITNESS: So that one, I borrowed Ja -- I don't  
12 know, like, February or something -- or January or February to  
13 get the mortgage on Maule caught up because it was going to  
14 take too long for me to get the reimbursement from the trust  
15 account before getting another 30-day late on my credit. And  
16 then when I got the money from the trust account, I needed it  
17 to pay bill -- you know, mor -- the mortgages and stuff, so I  
18 wasn't able to pay her back yet.

19 BY MR. MAYO:

20 Q All right. Now, when -- you're saying that you had  
21 paid the -- the mortgage on West Maule. When was it that the  
22 mortgage had not been paid?

23 A December 2008 -- nine -- let's see, I'm getting my  
24 years mixed up -- '19. Yeah.

1 Q Okay. And then you used part of those funds to make  
2 that December mortgage payment?

3 A Yes. And the January. But yeah.

4 Q All right. And was the January payment also not  
5 made by Christie?

6 A Right.

7 Q And then you mentioned the loans from Patrick  
8 Gallagher and from Randall Griffith. And I'm sorry, I --

9 MR. MAYO: Judge, did you catch his explanation on  
10 those? You want --

11 THE WITNESS: Okay, so --

12 MR. MAYO: -- me to re-ask him?

13 THE WITNESS: -- I was --

14 BY MR. MAYO:

15 Q Hold on, David. David -- David --

16 A Okay.

17 Q -- hold on. Stop. I'm not asking to you.

18 A Okay. All right.

19 Q Wait.

20 A I was just trying to explain it. All right.

21 THE COURT: I caught --

22 MR. MAYO: I'm talking to the Judge.

23 THE COURT: I caught -- I caught -- I caught the ke  
24 -- yeah, I think so. But what were you going to ask him about



1 the other ones?

2 MR. MAYO: Oh, I was going to -- I was -- I was  
3 going to ask him again if you hadn't caught what his answer  
4 was.

5 THE COURT: On Patrick and Randall Griffith?

6 MR. MAYO: Yes, Your Honor.

7 THE COURT: I -- you can ask him again. I want to  
8 make sure I have it.

9 MR. MAYO: Okay.

10 BY MR. MAYO:

11 Q All right, so -- so --

12 MR. PAGE: Objection --

13 BY MR. MAYO:

14 Q -- on Patrick and Randall --

15 MR. PAGE: -- asked and answered.

16 Q -- David --

17 THE COURT: I want to hear it again. Keep going.

18 BY MR. MAYO:

19 Q Okay. What was -- on what did -- what was the  
20 purpose of taking out a loan? What was it you were using  
21 those monies for?

22 A The majority of those were to pay you. Some of it  
23 was when I couldn't make my bills. You know, probably 10,000  
24 of it or something, but the majority was to -- to pay you.

1 Q Okay. All right. Now, you had -- well, let me  
2 finish up, and then I'll get to it. And there's a account you  
3 list, Fifth Third Bank ending in 1961 in Christie's name in  
4 the amount of \$315. Do you know when Christie had that  
5 account?

6 A No, I don't -- don't know.

7 Q Okay, all right. All right. Now, you had been --  
8 you just testified that you had borrowed monies because you  
9 didn't have -- you were in the red during part of this  
10 litigation. But when did you first off start to go in the  
11 red, in --

12 A It was --

13 Q -- terms of your --

14 A -- the instant --

15 Q -- income --

16 A -- I got kicked out of the house.

17 Q -- in terms of -- hold on. In --

18 A Okay.

19 Q -- terms of your income in comparison to monthly  
20 expenses?

21 A Well, Christie had drained our joint accounts. And  
22 I had to --

23 Q When -- when was this? Hold on.

24 MR. PAGE: Objection --

1 THE WITNESS: It was --  
2 BY MR. MAYO:  
3 Q When was this?  
4 MR. PAGE: -- move to strike --  
5 THE WITNESS: -- November --  
6 MR. PAGE: -- as non-responsive.  
7 THE WITNESS: -- and December --  
8 THE COURT: Hold on.  
9 THE WITNESS: -- of 2018.  
10 THE COURT: Hold on. Hold on. Hold on.  
11 MR. MAYO: Oh, hold on, Dav --  
12 THE COURT: Hold on. Did -- Mr. Page, did you  
13 object?  
14 MR. PAGE: I -- I object to the answer as  
15 non-responsive, move to strike. He asked him when. He had a  
16 completely different answer.  
17 THE COURT: Well, he said -- yeah.  
18 THE WITNESS: Okay.  
19 THE COURT: I know. He -- he --  
20 THE WITNESS: All right.  
21 THE COURT: Start -- yeah, sustained. Or I guess --  
22 MR. MAYO: Yeah.  
23 THE COURT: -- that's move to strike --  
24 BY MR. MAYO:

1 Q So, David -- David, you have to -- when I ask a  
2 question, listen to the question and --

3 A Okay.

4 Q -- answer the question. Don't just start --

5 A December --

6 Q -- talking.

7 A -- of 2018.

8 Q All right. And it -- and in December 2018, was  
9 there a -- a -- did Christie --

10 THE COURT: What happened?

11 BY MR. MAYO:

12 Q -- have a TPO against you? David?

13 A Okay. Sorry, it cut out for a second. December of  
14 2018 was -- is the answer.

15 Q Okay. Did Christie have a TPO against you in  
16 December of 2018?

17 A Yes.

18 Q Now, when you -- when you left the home, where did  
19 you -- where were you residing?

20 A I went to the rental property at birk -- Birkland,  
21 is where I went initially.

22 Q Okay.

23 A It was on the market for sale.

24 Q And how long were you in the Birkland property?

1           A     Till it sold, February of 2019.

2           Q     And were you paying the -- the mortgage on the  
3 Birkland property?

4           A     No, but I was paying the mortgage on the Grandview  
5 property.

6           Q     Okay.

7           A     And -- and Maule. I was paying on both of them,  
8 actually --

9           Q     Hold -- David -- David, I'm asking questions.  
10 Listen to my --

11          A     Okay.

12          Q     -- questions.

13          A     Sorry.

14          Q     You're confusing the Judge when you start just  
15 talking. Don't do that.

16          A     Okay, sorry.

17          Q     All right. All right. So you got -- when -- the  
18 time you left the house in December 2018, you were paying on  
19 the Grandview mortgage and you were paying on the West Maule  
20 mortgage; is that correct?

21          A     Yes.

22          Q     All right. Were you -- and you were paying on --  
23 were you paying on the utilities for Grandview?

24          A     Yes.

1 Q And did you pay on the utilities for Grandview until  
2 it sold?

3 A Yes.

4 Q And when did it sell?

5 A It sold -- it was February or mar -- it was this  
6 year, February or March. I don't know the exact closing date.  
7 My -- the end of February, I believe.

8 Q All right.

9 A Of this year.

10 Q So from December of 2018 through February of this  
11 year, you were paying on the Grandview mortgage and the  
12 utilities?

13 A Yes.

14 Q All right. Now, on West Maule, you had said that  
15 you were paying on the -- the mortgage. When -- so you were  
16 paying on it in December. Until when were you paying on the  
17 West Maule --

18 A Until April of --

19 Q -- mortgage?

20 A -- 2019.

21 Q Now, during that time, were you also paying on the  
22 utilities for West Maule?

23 A Most of them. There were some that I think she took  
24 over, the cable or something. But I paid most of it, so.

1 Q Now, from December through -- strike that. You said  
2 that Birkland had sold in February of 2019; is that correct?

3 A Yes.

4 Q Now, once Birkland sold, where did you reside?

5 A I moved to the Grandview rental.

6 (COURT AND CLERK CONFER BRIEFLY)

7 BY MR. MAYO:

8 Q Now, what expenses did you -- did Christie have any  
9 expenses that she was paying on during that time?

10 MR. PAGE: Objection, vague.

11 THE WITNESS: Again, there was many --

12 THE COURT: Hold on one sec --

13 THE WITNESS: -- or some things --

14 MR. MAYO: Yeah, I'll --

15 THE WITNESS: -- she transferred --

16 MR. MAYO: -- I'll strike.

17 THE WITNESS: -- but --

18 THE COURT: Hold on one second, guys.

19 MR. MAYO: Right. That was --

20 THE COURT: Everybody's talking at once. Hold on  
21 one second.

22 MR. MAYO: Yeah, I'll -- I'll -- I'll strike that,  
23 Your Honor. Let me --

24 THE COURT: Okay.

1 MR. MAYO: Let me --  
2 THE COURT: Okay.  
3 MR. MAYO: -- re-state.  
4 THE COURT: And then hold on, Mr. Mayo. Give me one  
5 second here.  
6 MR. MAYO: Sure.  
7 (COURT AND CLERK CONFER BRIEFLY)  
8 THE COURT: Get -- guys, give me one second because  
9 I'm having some tech --  
10 MR. MAYO: Of course.  
11 THE COURT: -- I'm having some technical issues.  
12 And I'd rather have them fixed now because I want to be able  
13 to print as we're going through this. So let me go off the  
14 record. And I'm going to have IT work on my -- my print -- my  
15 computer right now real quick, okay? Give me one --  
16 MR. MAYO: No problem.  
17 THE COURT: -- second.  
18 MR. MAYO: Thank you, Your Honor.  
19 THE COURT: All right, thanks.  
20 (COURT RECESSED AT 10:42 A.M.  
21 AND RESUMED AT 10:48 A.M.)  
22 THE CLERK: Back on the record.  
23 THE COURT: Do we have Mr. Mayo? No Mr. Mayo yet?  
24 Oh, there he is. Okay, Mr. Mayo, sorry about that. But now I



1 can actually --

2 MR. MAYO: That's fine, Your Honor.

3 THE COURT: -- print the documents that I was trying  
4 to print. Okay, very good. So I'll let you go ahead and  
5 start back in again.

6 MR. MAYO: That's fine, Your Honor, thank you.

7 THE COURT: Uh-huh.

8 DIRECT EXAMINATION CONTINUED

9 BY MR. MAYO:

10 Q All right. So, David, so just to make sure, you  
11 know, I'm understanding your testimony, so from December 2018  
12 through March 2019, you were paying the Grandview mortgage?

13 A Yes.

14 Q You were paying the West Maule mortgage?

15 A Yes.

16 Q You were paying the utilities for West Maule and  
17 Grandview?

18 A All of them for --

19 MR. PAGE: Objection, asked --

20 THE WITNESS: -- Grandview --

21 MR. PAGE: -- and answered.

22 THE WITNESS: -- and 80 percent probably for -- for  
23 Maule.

24 BY MR. MAYO:

1 Q Okay, what was it she was paying on for Maule?

2 A I think she took the cable bill over pretty early  
3 on, and I think she took the electric bill in March.

4 Q Okay. Now, the children's tuition at the time for  
5 the -- the Lake Mead Academy, how much was that on a monthly  
6 basis?

7 A At that time, it was nine -- 900 a month for me.  
8 Well, I think when David joined, it was 400 a month for Sarah.  
9 And then later on, it turned into 900 when David started.

10 Q When did David start?

11 A I'm trying to think. I think, I'm not -- I was --  
12 let's see, I was -- he started -- I guess it was end of 2019,  
13 was when he started in the fall.

14 Q Okay. Now, for Sarah's Lake Mead in 2019, did you  
15 pay for that all in 2019?

16 A I couldn't hear you. Say it again?

17 Q So for Sarah's portion of the Lake Mead Academy,  
18 were you paying for that in 2019?

19 A We -- we split it. Christie paid half. We were  
20 both paying the same amount, 408, I believe.

21 Q So you were paying how much for your portion in  
22 2019?

23 A I believe it was 408. It was approximately 400.

24 Q Okay. And how much was Christie's portion?

1           A     The same.

2           Q     Okay. And how much was the West Maule monthly  
3 mortgage in 2019?

4           A     Fifteen fifty or so. It went up a little bit since  
5 then.

6           THE COURT: Can I ask a question?

7           MR. MAYO: Of course.

8           THE COURT: I'm not following. So you're saying  
9 that 408 was for both of you before -- for each of you before  
10 your son went. And then it was 900, each of you?

11          THE WITNESS: Yeah, it was 900 for me. Hers was  
12 less because she wasn't putting him in as many days as I was.

13          THE COURT: Oh, I see. Got you, okay. All right.  
14 Make sense.

15 BY MR. MAYO:

16          Q     Okay. And then how much was the -- the Grandview  
17 through the time that --

18          A     Approximately 2,000.

19          Q     -- it sold? I'm sorry, I wasn't done speaking.  
20 Hold on.

21          A     Okay.

22          Q     Let me -- make sure I finish speaking. You're -- if  
23 you --

24          A     Okay.

1 Q -- start testifying when I'm still talking, we can't  
2 make it out.

3 A Okay, sorry.

4 Q All right.

5 A It was approximately 2,000.

6 Q So --

7 A I -- I can't remember if it was a hair under or a  
8 hair below. I think was under, and then it went over. It was  
9 around 2,000.

10 Q And that --

11 MR. PAGE: Did you say 2,000?

12 BY MR. MAYO:

13 Q -- was a

14 A Two thousand.

15 Q All right. So that was 2,000 per month in 2019.

16 A Yes.

17 Q And then the same thing in 2020 until it sold?

18 A Yes.

19 THE DEFENDANT: Okay.

20 BY MR. MAYO:

21 Q And that -- and then in 2019, what was your -- who  
22 were you employed with?

23 A 2019, I started -- well, I started in March of 2019  
24 with Ainsworth. I got laid off end of January from Gamblit.

1 So I was unemployed from end of January until end of March,  
2 basically.

3 Q All right. And how much were you being paid by  
4 Ainsworth on a monthly basis?

5 A Eighty -- it's on my FDF -- 8,333. So it's the same  
6 salary. So that's what put me in -- I'm sorry. Oh.

7 Q All right. Now, if you're looking at your FDF, do  
8 you still have it up?

9 A Yep.

10 Q All right. Can you turn to page 4?

11 A Yep.

12 Q All right. And does that list monthly expenses --  
13 sorry, deductions and taxes that you pay from -- that you pay  
14 or are deducted from your paycheck?

15 A Yes.

16 Q And then in 2019, were you paying for your own  
17 personal expenses, including groceries, car insurance, gas,  
18 things of that nature?

19 A Sure.

20 Q Was Christie paying on any expense of yours in 2019?

21 A No.

22 Q And is there a monthly payment on your vehicle?

23 A Yes.

24 Q How much is that amount?

1           A     It's a little under 460, 450-something.

2           Q     All right. Is that on page 5 of your FDF, \$456.92?

3           A     Yes.

4           Q     Do you have on this FDF -- strike that. Let me --

5 all right. Now, on your page 6 of your FDF, there are

6 payments on your credit cards. You have American Express,

7 Bank of America, and be -- a 401k loan that we were

8 discussing. Are -- are these the monthly payments you have on

9 these cards?

10          A     Yes.

11               MR. PAGE: Objection, relevance.

12               MR. MAYO: It goes --

13               THE COURT: I'm trying to fi --

14               MR. MAYO: -- towards the issue of his credit cards,

15 Your Honor. His testimony was that he had been in the red,

16 and it had caused him to accrue debt on his credit cards. I'm

17 asking in regards to what the debt was and whether he was

18 making, you know, reasonable efforts to pay down the debt.

19               THE COURT: Okay. So where -- where is that on -- I

20 -- overruled. Where is -- where is that? I'm just trying to

21 find it --

22               MR. MAYO: Page --

23               THE COURT: -- on here.

24               MR. MAYO: -- six.

1 THE COURT: On the FDF.

2 MR. MAYO: Sure. Page 6.

3 THE COURT: Six.

4 MR. MAYO: Page 6, number 10.

5 THE COURT: Got it. Okay. Okay, go ahead.

6 MR. MAYO: All right. That's fine.

7 (Pause)

8 BY MR. MAYO:

9 Q And the expenses you have on page 6, are -- have  
10 those been consistent --

11 A Yeah, they've been --

12 Q Were they --

13 A -- pretty consistent. Yeah --

14 Q Were they --

15 A -- they've been --

16 Q Were they consistent with --

17 A I've been near my limit, you know, for quite some  
18 time. I put a payment on it, and then I use it to live.

19 Q Well, so were they consistent with the same spending  
20 in 2019?

21 A Oh, yeah, absolutely. Probably less.

22 (Pause)

23 BY MR. MAYO:

24 Q All right. So right now, how much are you paying

1 for the children's Lake Mead Academy monthly?

2 A Five hundred for both of them.

3 Q And is Christie paying the other portion?

4 A Yes.

5 Q All right. Let's look at some of the real  
6 properties. Let's talk about West Maule. If you could turn  
7 to Exhibit 184.

8 (Pause)

9 BY MR. MAYO:

10 Q Are you there, David?

11 A Yep.

12 Q All right. Can you turn to Bates 7119?

13 A Okay.

14 Q All right. Do you recognize this document?

15 A Yes.

16 Q All right. And what do you recognize it to be?

17 A It was when I signed to purchase Maule, the --

18 Q All right. And what's the date listed on the top of  
19 this document?

20 A March 20th, 2015.

21 (Pause)

22 MR. MAYO: All right. Sorry, Your Honor, I'm just  
23 scrolling through a document.

24 THE COURT: You're fine.



1 BY MR. MAYO:

2 Q All right. Now, on this document, it shows a listed  
3 purchase price of \$284 (sic). Do you see that? On the very  
4 -- on the top?

5 A I couldn't hear you. Say it again?

6 Q Is -- does it list the total purchase price on this  
7 first page, Bates 7119?

8 A Yes, it does.

9 Q Okay. And what's that amount?

10 A Two hundred and eighty-four thousand.

11 Q And was at the actual purchase price of it, for the  
12 house?

13 A Yes.

14 Q All right. And does it also on line 15, a 5,000-  
15 dollar earnest money deposit?

16 A Yes.

17 Q Now, if you look at line 40, it has a balance of  
18 purchase price. The balance of down payment that would be  
19 owed, does that -- what number does that give?

20 A Twenty-three thousand, four hundred.

21 MR. MAYO: We move to admit this document from  
22 Exhibit 184, Your Honor.

23 THE COURT: One --

24 MR. PAGE: He's laid a foundation for this page and

1 not for the rest of it.

2 THE COURT: I'm sorry? It --

3 MR. MAYO: Well, so I'm --

4 THE COURT: What's the issue?

5 MR. MAYO: I'm asking to move this -- this -- this  
6 document.

7 THE COURT: Yeah.

8 MR. MAYO: The --

9 THE COURT: No, no --

10 MR. MAYO: This --

11 THE COURT: -- no. I'm try --

12 MR. MAYO: -- document --

13 THE COURT: -- I couldn't hear --

14 MR. MAYO: -- in Exhibit 184 --

15 THE COURT: -- what mister -- I couldn't hear what  
16 Mr. Page said.

17 MR. MAYO: Oh, sorry.

18 MR. PAGE: The -- the objection would be he's laid a  
19 foundation for this page, which is 7119. He hasn't laid a  
20 foundation for the rest of the document. He hasn't gone  
21 through it. He hasn't asked him to identify it. He hasn't  
22 done a lot of things. Foundation.

23 MR. MAYO: Well, I did ask him in regards to it, if  
24 he recognized the document, what he recognized it to be, if it

1 is -- was it the --

2 MR. PAGE: But --

3 MR. MAYO: -- residential purchase agreement.

4 BY MR. MAYO:

5 Q David, on this document, are your initials listed on  
6 each page of this document?

7 A Yes.

8 Q And on -- one second, let me get to it.

9 (Pause)

10 BY MR. MAYO:

11 Q And is the seller's name -- seller's signature on  
12 page -- on Bates 7130?

13 A Yes.

14 Q All right. Was there -- was there any other  
15 purchase agreement that was executed --

16 A No.

17 Q -- in relation to the purchase of West Maule?

18 A Nope.

19 Q And is this in the same condition as when you had  
20 last -- last seen it?

21 A Yes.

22 Q All right. No changes to it, to your knowledge?

23 A Nope.

24 Q All right.

1 MR. MAYO: Move to admit, Your Honor.

2 MR. PAGE: Again, the objection is at least have him

3 look through the document and see if it appears familiar to

4 him. He hasn't done --

5 MR. MAYO: He --

6 MR. PAGE: -- that basic thing.

7 THE COURT: Well, he doesn't --

8 MR. PAGE: Ask him if --

9 THE COURT: -- have to.

10 MR. PAGE: -- he can --

11 THE COURT: I mean, he said -- he's like -- look, I

12 -- overruled. He -- I mean --

13 MR. MAYO: I asked him if he recognized it --

14 THE COURT: He's identified --

15 MR. MAYO: -- and he said he did recognize it.

16 THE COURT: Yeah, he --

17 MR. MAYO: And I said what --

18 THE COURT: He's identified it as the document he

19 signed when -- when he was purchasing the -- the house. It --

20 it's fine. Overruled. It'll be admitted.

21 (PLAINTIFF'S EXHIBIT 184, BATES 7119 ADMITTED)

22 MR. MAYO: All right.

23 BY MR. MAYO:

24 Q Now, David, entering into -- to the domestic

1 partnership with Christie, where you previously married?

2 A Yes.

3 Q All right. And was Christie previously married  
4 prior to marrying you?

5 A Yes.

6 Q All right. What's her ex-husband's name; do you  
7 know?

8 A Hers is John -- John Hentschl.

9 Q Did you and Christie discuss the reasons why you and  
10 she entered into domestic partnership?

11 A Yes.

12 Q All right. What was discussed?

13 A It was because she couldn't get health insurance.  
14 She -- because she was self-employed. Well, I mean, I guess  
15 it would be very expensive. It was to make it so she could  
16 get health insurance.

17 Q Okay. At that time, why didn't you and Christie  
18 enter into marriage?

19 A It was something that I didn't want to do. And I  
20 don't believe she was super for it at that point. We just  
21 knew each other six -- well, seven months at that point.

22 Q Okay.

23 A Six months, I guess.

24 Q All right. Was there any other reason for entering

1 into domestic partnership, other than the health insurance?

2 A No.

3 Q And did Christie get on your health insurance after  
4 entering into domestic partnership?

5 A Yes.

6 Q And how long was she on your health insurance?

7 A Until I left Konami in June of two thou -- in the  
8 beginning of June 2016. Actually, it went through July  
9 because -- whatever -- transition time to the new -- new  
10 policy.

11 Q Okay. And who did you work for next, after Konami?

12 A Gamblit Gaming.

13 Q And did you have insurance through Gamblit Gaming?

14 A Yes, it started July -- yeah, ju -- or August. I  
15 think it started August.

16 Q All right. And was Christie put on the -- your  
17 policy?

18 A Yes.

19 Q All right. And when was Christie last on your  
20 policy?

21 A It was when I left Gamblit, end of January of 2019.

22 Q Okay. All right. And if you could turn to Bates  
23 7135 in this exhibit?

24 A Okay.

1 Q All right. Do you recognize this document?  
2 A Yes.  
3 Q And what do you recognize it to be?  
4 A It's a deposit for the purchase on Maule.  
5 Q And does it -- does your name -- who is it -- who is  
6 the pay to the order to?  
7 A Linear Title.  
8 Q And it shows a Wells Fargo account ending in 5766.  
9 How long have you had that account?  
10 A I'm not sure. It wa -- it was quite a while. It  
11 was well before knowing Christie.  
12 Q So give me -- just give me a -- a -- your best  
13 estimate in --  
14 A Probably --  
15 Q -- regards to the --  
16 A -- 2010, I'm guessing, '10 or '11.  
17 Q Okay. And it's -- this is dated March 23rd, 2015?  
18 A Yes.  
19 Q All right. And where did those monies come from?  
20 A Money that I had -- it was left over from my -- when  
21 I won the bracelet, and I had it in the bank.  
22 MR. PAGE: Sorry, what?  
23 THE WITNESS: Some of it may have been saved from my  
24 job as well, but it was money that I had saved.

1 THE COURT: It was --

2 MR. MAYO: You said --

3 THE COURT: -- what?

4 BY MR. MAYO:

5 Q -- money that you had saved?

6 A Some of it might have been from my income. I -- you  
7 know, I'd have to look at the statements. But I -- I know I  
8 put money from my bracelet in there. From the --

9 Q And you said money from your bracelet. What does  
10 that mean, exactly?

11 A Well, it means cash that I had from the -- the 2007  
12 bracelet because you need to leave it in the bank for a while  
13 before they let you use it on the purchase of a house. So I  
14 had put money in there. I did it also with my Chase account  
15 that I used for the purchase on Maule as well.

16 Q Okay. So and I -- and I -- I think you -- I think  
17 you may be thinking you know that we know what's in your head,  
18 and we don't.

19 A Sorry.

20 Q You're saying money from the bracelet. What does  
21 that mean, exactly?

22 A Oh, so I won a World Series of Poker bracelet,  
23 \$603,000 in June of 2007.

24 Q Okay. So is it your testimony that you still had



1 some of that money in early 2015?

2 A Yeah, I had --

3 MR. PAGE: Objection --

4 THE WITNESS: -- about 150,000.

5 MR. PAGE: -- leading.

6 MR. MAYO: Sorry. Go ahead, Fred?

7 MR. PAGE: I object. The question was leading.

8 THE COURT: Overruled.

9 MR. MAYO: Well, he testified he had received the  
10 money from the bracelet, so I was trying to follow-up in  
11 regards to what he meant by that. But that's fine.

12 THE COURT: Overruled.

13 MR. MAYO: I'll strike. All right.

14 THE COURT: It's overruled.

15 MR. MAYO: Okay.

16 THE COURT: It's not relevant to the --

17 MR. MAYO: All right.

18 THE COURT: Yeah, go ahead. Overruled.

19 MR. MAYO: Okay.

20 BY MR. MAYO:

21 Q So it was prior to the -- so this money was from  
22 prior to the domestic partnership, David?

23 A Yes.

24 Q Okay. All right. Is this check in the same

1 condition as when you had first seen it?

2 A Yeah.

3 Q Okay.

4 MR. MAYO: Move to admit, Your Honor.

5 THE COURT: I'll -- it will be admitted if there's

6 no objection.

7 MR. PAGE: I -- I'm sorry, what was the question?

8 What was the -- I didn't hear that.

9 THE COURT: He just moved to admit the --

10 MR. MAYO: I was moving -- I was --

11 THE COURT: -- document.

12 MR. PAGE: Which document?

13 THE COURT: The one he's questioning him on.

14 MR. MAYO: Bate -- Bates 7135, the check.

15 MR. PAGE: It's already been admitted. He admitted

16 the exhibit, correct?

17 MR. MAYO: I'm sorry, say it again, Fred?

18 MR. PAGE: You -- the Judge admitted the exhibit,

19 correct?

20 THE COURT: Yeah, the one that --

21 MR. MAYO: Correct.

22 MR. PAGE: Okay.

23 THE COURT: The one that he -- yeah.

24 MR. PAGE: So I -- I guess I got lost as to why he's

1 moving to admit it a second time.

2 MR. MAYO: Oh, I see what you're saying. Okay, no.  
3 That's -- that's fine, then. It's in -- I mean, she --  
4 correct. It's --

5 THE COURT: It's already --

6 MR. MAYO: -- it's admitted --

7 THE COURT: -- part of --

8 MR. MAYO: -- so --

9 THE COURT: -- the --

10 MR. MAYO: -- I'll just --

11 THE COURT: -- exhibit, is what --

12 MR. MAYO: -- pull it from there.

13 THE COURT: -- you're saying. I got you. Okay.

14 MR. MAYO: Ri -- I mean, I'm looking at -- I mean,  
15 technically, again, these are records that we obtained from  
16 the title company that we had disclosed as -- with our prior  
17 disclosures. So my -- my position is that it's, you know, all  
18 admissible. I was just going through each document. But I --  
19 I can save us, you know, time and energy of not having to go  
20 through each one, since the exhibit's admitted. That's fine.

21 THE COURT: Yep, okay.

22 BY MR. MAYO:

23 Q Okay, let me -- all right. So if you could look to  
24 -- David, can you turn to Bates 7137?

1 A Yes.

2 Q All right. And what is this document?

3 A It's a bank statement from a Chase account that I  
4 had opened.

5 Q All right. Now -- and what month is the statement  
6 for? David? I think I lost him there. David, can you hear  
7 me?

8 A Yeah, I do now. It wa -- it cut out for a second.

9 Q Okay. What month is this statement for?

10 A March 12th, 2015.

11 Q And what's the -- the balance in this account, as of  
12 the end of the month?

13 A Nine thousand, two hundred and fifty dollars and  
14 three cents.

15 THE DEFENDANT: (Indiscernible).

16 (Pause)

17 MR. MAYO: Court's indulgence, just trying to pull  
18 up a document.

19 (Pause)

20 BY MR. MAYO:

21 Q All right. Now, David, if you could turn to Bates  
22 7150.

23 A Okay.

24 Q All right. Now, do you recognize this document?

1           A     Yes.

2           Q     All right. And what is this document?

3           A     Looks like it's a wire -- you know, the wire form

4 that you have to fill out to send money. And it's for the

5 purchase of Maule.

6           Q     Okay. And does it show a -- on -- under wire

7 transfer information, does it show a wire amount?

8           A     Yes.

9           Q     How much is that amount?

10          A     Nine thousand, one hundred and seventy dollars and

11 seven cents.

12          Q     Okay. And does it have the -- does it show

13 available balance next to it, to left of it?

14          A     Yes.

15          Q     All right. And is it -- what's that say?

16          A     Nine thousand, two hundred dollars and seven cents.

17          Q     All right. Was this money wired to -- to the title

18 company related to purchase the West Maule?

19          A     Yes.

20          (Pause)

21 BY MR. MAYO:

22          Q     Now could -- turn to -- turn to Bates 7149. Should

23 be the prior page.

24          A     Yep.

1 Q All right. Now, there is a cashier's check. Do you  
2 recognize this document?

3 A Yes.

4 Q Has a date of July 24th, 2015 in amount of \$14,810.  
5 Did you tr -- now, in the reg -- remitter has -- does it say  
6 your name, David Stucke?

7 A Yes.

8 Q Okay. And what account is this checking -- this  
9 cashier's check? What -- what account is it being drawn from?

10 A I'm fairly certain it's my Wells Fargo, the 5766  
11 that we had talked about previous.

12 (Pause)

13 BY MR. MAYO:

14 Q All right. And what funds were in the Wells Fargo  
15 5766 in July of 2015?

16 A That's money I was saving to purchase the house.  
17 Some of it may have been cash I deposited. I'd have to look  
18 at the statements. I don't recall. But I was saving money,  
19 you know, from my paycheck as well.

20 Q Okay. So you're saying you were saving money from  
21 your employment paycheck?

22 A Yeah. Yeah, along with --

23 Q And you --

24 A Yeah, my rent was only 600 a month at the time.

1 Q Okay. Now, you rent -- referenced cash. Where did  
2 the cash come from?

3 A Same thing. It was cash that I had in the safe from  
4 my bracelet.

5 Q Okay. Now, you mentioned a safe. Obviously, not  
6 the safe -- same safe at West Maule since you didn't own the  
7 property yet. Did you have --

8 A Right.

9 Q Did you have a safe somewhere else?

10 A I did, yeah.

11 Q Where was that?

12 A It was in my apartment.

13 Q Okay. Is that where you kept your cash?

14 A Yes.

15 Q Okay. Did you come into any cash from May 2015  
16 through July 2015?

17 A No.

18 Q All right. If you could turn to Bates 7168.

19 A Okay, got it.

20 (Pause)

21 BY MR. MAYO:

22 Q Now, if you could -- you -- sorry, do you recognize  
23 this document?

24 A Yeah.

1 Q And what is it?

2 A That's the settlement statement for closing on

3 Maule.

4 Q Okay. And who was the lender on the mortgage?

5 A Quicken Loans.

6 Q Now if you could look at line 303.

7 A Okay.

8 Q And does it show how much cash would have to come

9 from you in addition to the 5,000 earnest money?

10 A Yes.

11 Q How much is that?

12 A Twenty-three thousand, nine hundred and eighty and

13 seventy-three cents.

14 Q All right. Now, we had talked about the 9170 wire

15 transfer in from Chase to title company and then the check --

16 A Uh-huh (affirmative).

17 Q -- for \$14,810 to the title company. When those are

18 added, do they add up to \$23,980?

19 A Yes.

20 Q Now, was this home bought in a short sale?

21 A Yes.

22 Q And you said -- I believe you testified the short

23 sale -- the purchase price, which on the short sale was \$284

24 (sic); is that right?



1           A     Two hundred and eight-four thousand, yes.

2           Q     Okay. Do you know what the value of the property  
3 was -- fair market value for the home at that time?

4           A     Yes.

5                 MR. PAGE: Objection, foundation.

6 BY MR. MAYO:

7           Q     How much was that?

8           A     Four hundred thirty-five --

9                 MR. PAGE: Objection --

10                THE WITNESS: -- thousand.

11                MR. PAGE: -- foundation.

12                THE COURT: I -- I can't hear you --

13                MR. MAYO: Sorry, Fred --

14                THE COURT: -- Mr. Page.

15                MR. MAYO: -- go ahead.

16                MR. PAGE: Objection, foundation.

17                THE COURT: Sustained.

18                MR. MAYO: Okay, that's fine.

19                THE COURT: Uh-huh.

20 BY MR. MAYO:

21           Q     David, when you were looking to purchase West Maule,  
22 were you aware of what the -- the fair market value on the  
23 home was?

24           A     Yes.

1 Q And what was that based on?

2 A Based off an appraisal.

3 Q All right. Was the appraisal provided -- strike  
4 that. Okay, let's pull up the -- can you turn to Exhibit 121?

5 (Pause)

6 BY MR. MAYO:

7 Q Are -- are you there, David?

8 A Yes.

9 Q All right. Do you recognize this document?

10 A Yes.

11 Q What do you recognize it to be?

12 A It's an appraisal for Maule.

13 Q When was this appraisal obtained?

14 A December 2015.

15 Q Was Christie aware of the appraisal?

16 A Yes.

17 Q Did you discuss it with her?

18 A I mean, not really, no. It was my -- I was  
19 refinancing the loan because, on the short sale, I had -- I  
20 only had 10 percent down on the house. And in order to get  
21 rid of the PMI, you need 20 percent. I didn't have enough  
22 money for it, so they would let me refinance because there was  
23 equity on closing. But you have to wait three months to  
24 complete it.

1 Q And were you provided this appraisal in December of  
2 2015?

3 A Yes.

4 Q Now, Quicken Loans, is that the same company that  
5 you originally got the mortgage on West Maule in July of that  
6 year?

7 A Yes.

8 (Pause)

9 BY MR. MAYO:

10 Q And is this appraisal in the same condition as when  
11 you -- you first saw it? Oh, I might have lost him there for  
12 a second. Can you hear me, David?

13 A Okay, I'm here.

14 Q David, can you hear me?

15 A I'm back. Yep, I'm here now.

16 Q That's fine. All right. My question was, this  
17 appraisal is in the same condition as when you first saw it.

18 A Yes.

19 Q And on the first page, does it list who it was  
20 appraised by?

21 A Yes.

22 Q Does that say Amy N. Bazner (ph)?

23 A Yes.

24 Q And was the appraisal provided to Quicken Loans?



1 THE COURT: -- it's December. It's not when the  
2 closing date happened. So I don't -- I don't have, at this  
3 juncture anyway, information as to what the value was as of  
4 the date of the close. Anyway. So I'll let it in, but I --

5 MR. MAYO: All right.

6 THE COURT: -- note your point, mister -- Mr. Page.  
7 But it -- it does at least sus -- support the allegation that  
8 he was able to refinance because there was equity at least at  
9 that time, so.

10 THE WITNESS: Correct.

11 BY MR. MAYO:

12 Q Now, David -- so moving on. David, were there any  
13 improvements --

14 MR. PAGE: (Indiscernible) after that. Well --

15 THE COURT: I'm sorry?

16 MR. PAGE: -- they had a domestic partnership, so  
17 it's community property anyway.

18 THE COURT: Well, I mean, those are -- those are all  
19 legal arguments. Look, at the end of the day, though, I mean,  
20 it -- it -- I think that it's relevant to some degree. It  
21 gives me information as it -- like I said, it supports his  
22 testimony that he was able to refinance the residence because  
23 there was equity, supported by this document, in December. So  
24 it's not irrelevant. It's -- it -- but I understand your

1 point.

2           So I mean, I think that just goes to argument, as it  
3 pertains to what -- you know, whether I should, you know,  
4 utilize some number in terms of value at the date of the  
5 purchase. I just, I don't know what that number is at this  
6 juncture. I don't know if there will be other evidence  
7 presented. But I get your point.

8           MR. PAGE: Okay.

9           THE COURT: I think --

10          MR. PAGE: Thank you.

11          THE COURT: -- Mr. Mayo agrees.

12          MR. MAYO: All right.

13          THE COURT: I think Mr. Mayo agrees, this number, it  
14 relates to December, so.

15          MR. MAYO: Understood, Your Honor.

16          THE COURT: Yeah. Anyway. Go ahead.

17          MR. MAYO: All right.

18                         DIRECT EXAMINATION CONTINUED

19 BY MR. MAYO:

20          Q     All right. Now, David, were there any improvements  
21 made to West Maule in 2015?

22          A     There was one -- one improvement, slash, repair that  
23 was done.

24          Q     All right. What was -- what was -- what was that

1 improvement or repair?

2 A There was stucco falling down on the garage in the  
3 back. And you -- and it's in our -- in the home inspection as  
4 well. And so I paid to get that repaired and the house  
5 painted because it had gray stucco. So the house got painted  
6 and the stucco that was falling down on the garage got  
7 repaired.

8 Q Okay. Now, when was -- when was -- when was the  
9 repair actually done to the stucco?

10 A Immediately after purchase, within a week or two.

11 Q Okay. Now, how much was the cost of that repair?

12 A They -- the bill was \$6,600. It was someone I got  
13 on Angie's List. And I paid \$6,000 in cash to them instead.

14 Q Okay. And where did that \$6,000 come from?

15 A From my poker money that I had.

16 Q Okay. Is that the money we were previously talking  
17 about in the safe in your --

18 A In the --

19 Q -- prior --

20 A -- safe, yes.

21 Q -- apartment?

22 A Yes.

23 MR. PAGE: Objection, leading.

24 THE COURT: I can't -- I'm sorry, I didn't hear it

1 -- what the question was, nor -- because, Mr. Mayo, you talk  
2 just fast as Mr. Stucke.

3 MR. MAYO: I do. I'll -- you know what? I'll  
4 strike -- I'll strike that last quest -- I think Fred's  
5 objecting to it in terms of my form. I'll strike it and re --

6 THE COURT: Rephrase?

7 MR. MAYO: -- rephrase.

8 THE COURT: Okay.

9 MR. MAYO: Yeah.

10 BY MR. MAYO:

11 Q Okay. So, David, you said that was -- you just said  
12 that was your poker money. Was that money you had prior to  
13 marriage?

14 A Yes.

15 Q Sorry, prior to domestic partnership?

16 A Yes.

17 (Pause)

18 BY MR. MAYO:

19 Q Do any of your bank statements from that time show a  
20 6,000-dollar transfer going towards the repair?

21 A No.

22 Q Okay. All right. Now, David, if you could turn to  
23 Exhibit 140.

24 (Pause)



1 BY MR. MAYO:

2 Q Are you there?

3 A Yes.

4 Q All right. And do you recognize this document?

5 A Well, yeah. It just crashed on me, but hold on one  
6 more second.

7 Q Go ahead.

8 A Yes, I recognize it.

9 Q All right. And what do you recognize it to be?

10 A The mortgage statement from Quicken Loans.

11 Q All right. And is the mortgage in your name?

12 A Yes.

13 Q Is this on the -- this property address, 3485 West  
14 Maule Avenue?

15 A Yes.

16 Q All right. Now, it shows a principal -- under loan  
17 information, it has a principal balance. What's that number?

18 A Two hundred thirty-seven thousand, nine hundred  
19 twenty-seven dollars and ninety-five cents.

20 (Pause)

21 BY MR. MAYO:

22 Q All right. Now, do you -- have you been with  
23 Quicken Loans since you first bought West Maule?

24 A Yes.

1 MR. MAYO: Move to admit 140, Your Honor.

2 MR. PAGE: No objection.

3 THE COURT: No objection. It will be admitted.

4 (PLAINTIFF'S EXHIBIT 140 ADMITTED)

5 MR. MAYO: Okay.

6 THE COURT: Thank you.

7 (Pause)

8 BY MR. MAYO:

9 Q All right. Now, did the Court authorize you to  
10 complete an appraisal on West Maule?

11 A Yes.

12 Q Was that from the January 30th, 2020 hearing?

13 A It may have been. There was one before that. But  
14 it was in January. I believe it was before that.

15 Q All right, sorry, January 30th, 2020. All right.  
16 That's --

17 MR. MAYO: Just, Your Honor, that's filed February  
18 27th, 2020, on page 4, just for reference.

19 THE COURT: Okay.

20 MR. MAYO: All right.

21 BY MR. MAYO:

22 Q Okay. And was that -- according to the order, was  
23 that related to you buying Christie out of any community  
24 interest she may have in West Maule?

1 A Yes.

2 Q Now, at the March 10th -- oh, I'm sorry, was there a  
3 hearing before this Court on March 10th of 2020?

4 A Yes.

5 Q All right. And at that hearing, did Christie agree  
6 to a value of 500,000 for the West Maule residence?

7 A Yes.

8 Q Now, if you could turn to Exhibit 197. It should be  
9 Christie's financial disclosure form from February of last  
10 year.

11 A Okay.

12 Q Are you there?

13 A Yep.

14 Q All right. My apologies, her financial disclosure  
15 form from this year. Can you turn to page 9 of 10 on the FDF?

16 A Okay.

17 Q Are you there? Okay.

18 A Yep.

19 Q Do they have a signature and date on this page?

20 A Yes.

21 Q All right. Are you familiar with Christie's  
22 signature?

23 A Yeah, roughly.

24 Q Okay. Has she ever provided you documents over the

1 last several years with her signature on them?

2 A Yeah.

3 Q Okay. And I'm representing this was disclosed as  
4 part of Christie's disclosures to us this year. Is that dated  
5 February 17th, 2020?

6 A I'm looking at a different document, apparently.  
7 I'm looking at my FDF. Are we looking at something else?

8 Q It should be 197.

9 A Okay, I'm looking that up.

10 (Pause)

11 THE WITNESS: Page 9?

12 BY MR. MAYO:

13 Q Page 9.

14 A Yes, okay, I'm there.

15 Q Okay. Is that Christie's signature and date on this  
16 page?

17 A Yes.

18 Q If you could go up to page 7A.

19 A Okay.

20 Q Are -- are you there?

21 A Yep.

22 Q All right. Does Christie list a gross value for the  
23 West Maule Avenue residence on this FDF?

24 A Yes.

1 Q What gross value does she provide?

2 A Five hundred thousand.

3 Q Okay.

4 (Pause)

5 MR. MAYO: Your Honor, we'd move to admit Exhibit  
6 197.

7 MR. PAGE: It's already part of the court record.

8 THE COURT: Which one's -- I'm sorry --

9 MR. MAYO: Ac --

10 THE COURT: -- one --

11 MR. MAYO: Actually --

12 THE COURT: -- ninety-seven --

13 MR. MAYO: -- I don't believe she ever filed it.  
14 She had served it on us, unfiled.

15 MR. PAGE: She says she filed it.

16 MR. MAYO: Oh, did she subsequently file it? Okay,  
17 I wasn't --- I wasn't served with that.

18 THE COURT: Let me look. Hold on one second, I just  
19 want to make sure it's filed. If it's not, then we need to  
20 either admit it or file it or both. Hold on one second.  
21 What's the date of it?

22 MR. MAYO: The date on there is -- she has two dates  
23 listed. She has one February 17th of this year and then  
24 another one February 19th of this year.

1 THE COURT: Hold on. I don't recall seeing that.  
2 Yeah, February 19th. Let me see if that matches the one that  
3 -- yeah, it's February 19th.

4 MR. MAYO: Oh, it is? Okay, sorry. I -- I --  
5 again, I'm just -- I'm representing -- I don't -- I don't  
6 believe I ever was ever served with it. But if it's the same  
7 document, then --

8 THE COURT: I think it is. Hold on, let me take a  
9 look at it.

10 MR. PAGE: We have that he was served with it. It  
11 was --

12 THE COURT: Well, I just want to make sure --

13 MR. MAYO: What's --

14 THE COURT: -- it's the same document. Hold on  
15 here.

16 MR. MAYO: Sure.

17 MR. PAGE: Uh-huh.

18 THE COURT: Yeah, it looks like it is. I just have  
19 to jump back and forth between -- wait. It appears to be the  
20 same document. So it's been filed --

21 MR. MAYO: Okay.

22 THE COURT: -- February 19th.

23 MR. MAYO: Okay, all right.

24 THE COURT: I haven't been able to look at every

1 single page, but -- and co -- and compare every single entry,  
2 but it looks like it's the same document.

3 THE CLERK: Don't admit?

4 THE COURT: Huh?

5 THE CLERK: Don't admit, then?

6 THE COURT: I don't have a problem admitting it. I  
7 mean, it looks like it's the same document. I don't have a  
8 problem admitting it, so that way, it's in the record. The --  
9 I know that they say we don't have to, but I -- I don't have a  
10 problem doing that.

11 MR. MAYO: I understand. Yeah, some -- well,  
12 sometimes, it's funny. Sometimes, it's what's in the record  
13 and what's on the record during the trial. And sometimes,  
14 people want to distinguish between the two. So it's kind of  
15 one of these things where I usually have it admitted as part  
16 of the -- the record at trial. But --

17 THE COURT: Yeah, I do --

18 MR. MAYO: -- yeah.

19 THE COURT: I like to do --

20 MR. MAYO: It's fine.

21 THE COURT: -- that, actually. I prefer it. Even  
22 though we don't have to, I like to do that. So I'll have it  
23 admitted, just so we have it in -- in evidence, so.

24 (PLAINTIFF'S EXHIBIT 197 ADMITTED)

1 MR. MAYO: Okay. Let's see --

2 THE COURT: And I don't know if you have --

3 DIRECT EXAMINATION CONTINUED

4 BY MR. MAYO:

5 Q All right. Now --

6 THE COURT: -- the --

7 BY MR. MAYO:

8 Q -- David --

9 THE COURT: I don't know if you have mister -- hold  
10 on one second. But if you have Mr. Stucke's in there, too, we  
11 can just admit his as well.

12 MR. PAGE: There's a whole --

13 MR. MAYO: Yeah, his should be --

14 MR. PAGE: -- (indiscernible - simultaneous speech)

15 --

16 MR. MAYO: I think it was filed on the 10th of  
17 September.

18 MR. PAGE: (Indiscernible - simultaneous speech) --

19 THE COURT: Okay. I know it -- I know it was filed.  
20 I just don't know have it -- if you have it in -- oh, wait,  
21 here it is, 198, right?

22 MR. MAYO: Oh, yes. Yeah, we do have it as an  
23 exhibit.

24 THE COURT: Yeah, so let's admit --



1 MR. PAGE: If you want to admit 194 through two --  
2 198, they're all financial disclosure forms.

3 THE COURT: Yep. You want to go ahead and just  
4 admit all those?

5 MR. MAYO: I'm fine with that, Your Honor.

6 THE COURT: Okay. So 194 to 198. All right, let's  
7 do that.

8 (PLAINTIFF'S EXHIBIT 194, 195, 196  
9 and 198 ADMITTED)

10 MR. MAYO: Okay.

11 BY MR. MAYO:

12 Q All right. Now, David, was Christie ordered, at the  
13 March 10th hearing, to move out of the West Maule residence  
14 within four weeks?

15 A Yes.

16 Q And did she so?

17 A No.

18 Q Did she give any reasons why she didn't move out?

19 A Yes.

20 Q What reason was that?

21 A She said that she didn't have the money and she  
22 couldn't get a place -- couldn't get movers as well.

23 (Pause)

24 BY MR. MAYO:

1 Q Now, that was during the pandemic. Were you aware  
2 of movers still being in business during that time?

3 A Yes.

4 Q And did Christie represent to you that she couldn't  
5 be evicted from the West Maule residence due to the pandemic?

6 A Yes.

7 (Pause)

8 BY MR. MAYO:

9 Q Did -- so just be clear, I -- make sure I heard you.  
10 Did you --

11 A I said yes.

12 Q -- the first -- what was -- okay. All right. Now,  
13 do you know if there's been any damage to the we -- the West  
14 Maule home requiring repairs for the time Christie has lived  
15 in it by herself?

16 A I mean, the only thing I know of is the garage  
17 (indiscernible) remodel --

18 Q What's --

19 A -- that they did.

20 Q What's -- I'm sorry, what's the issue with the  
21 garage?

22 A I don't know. They put -- I don't know, exactly.  
23 They took shelving down. They put carpet on the walls. I --  
24 I don't know. I haven't seen it in ov -- you know, I haven't

1 seen it.

2 Q So you -- okay, so you don't know if there's --

3 A I don't have the details, but I know they've done  
4 things to it.

5 Q Okay. Well, what -- all right. So the garage at  
6 West Maule, had there been any alterat -- alterations duri --  
7 during this divorce?

8 A Yes.

9 Q And what were the alterations?

10 A Turned it into a dungeon.

11 Q All right, and what's that mean?

12 A So she could throw BDSM parties at it.

13 Q Okay. And what, to your knowledge, were the extent  
14 of the alterations?

15 A To my knowledge, they took shelving down, moved all  
16 my tools out, and put carpet on the floor and the walls.

17 Q Okay. Is the -- do you know if it's in a position  
18 to be able to be used as a carport at this time?

19 A I believe so.

20 Q Okay. You'd just be driving over carpet?

21 A I -- I think they may have removed it from the car  
22 -- from the floor. I don't know. The last time I was there,  
23 I think it was removed from the floor, but not from the walls.  
24 I'm not -- I'm not 100 percent.

1 Q Okay.

2 (Pause)

3 BY MR. MAYO:

4 Q All right. Now, did you attempt to refinance the  
5 West Maule loan this year?

6 A Yes.

7 Q And for what purpose were you trying to refinance?

8 A To put money in the account in case Christie got,  
9 you know, a significant equity from it.

10 Q All right. To buy her out of it, potentially?

11 A Yeah. Right.

12 Q Okay.

13 A In ca -- in case.

14 Q And when did you first look into refinancing? Oh,  
15 probably lost you. Can you hear me, David? David?

16 THE COURT: I think you did lose him.

17 MR. MAYO: Yeah, that keeps happening every 15 --

18 THE WITNESS: Okay.

19 MR. MAYO: -- minutes.

20 THE WITNESS: I'm back again. Oh, maybe not.

21 BY MR. MAYO:

22 Q All right.

23 A Okay. Yeah, I'm back again.

24 Q Okay. When did you first look into refinancing?

1           A     It was last fall -- November/December, I believe  
2 because I was just trying to prepare, even to do negotiations.

3           Q     Okay. And did you -- whom did -- did you actually  
4 attempt to refinance with anyone?

5           A     Yes.

6           Q     Who was that?

7           A     Well, Mike Dean is the person I dealt with. It's  
8 Cardinal Financial.

9           Q     And were able to initially qualify for a refinance?

10          A     Yes.

11          Q     Now, as part of the refinance, was Christie required  
12 to provide a quitclaim deed?

13          A     Yes.

14          Q     And did the Court actually order her to execute a  
15 quitclaim deed related to the refinance in the January hearing  
16 of this year?

17          A     Yes.

18          Q     Did she do so?

19          A     No.

20          Q     Did the Court order at that hearing that if she  
21 didn't do so the clerk's office could execute a quitclaim deed  
22 on her behalf?

23          A     Yes.

24          Q     All right. And was it -- was a quitclaim deed

1 provided to the clerk court (sic) to execute?

2 A Provided to -- to what, to the lender?

3 Q Was a quitclaim deed actually provided to the court  
4 clerk to execute on her behalf?

5 A Yes.

6 Q All right. Now, are you still -- are you still  
7 requesting to be awarded the West Maule property and buy  
8 Christie out of any community interest she has, pursuant to  
9 the -- the Court's January 2020 order?

10 A Yes.

11 (Pause)

12 BY MR. MAYO:

13 Q Now, the -- let's talk about the -- the Birkland  
14 Court property. Were you involved in buying a real property  
15 located at 7211 Birkland Court here in Las Vegas?

16 A Yes.

17 Q And did you purchase that property?

18 A Well, with -- with my friend John Morrell (ph).

19 Q What's his name again?

20 A John Morrell.

21 Q John Morrell? Okay. And when did you and John  
22 purchase that property?

23 A April 2019 or eight -- eight -- '18. April 2018.

24 Q Okay. Well, is -- other than yourself and John

1 Morrell, was anyone else involved in the purchasing of the  
2 property?

3 A No.

4 Q And what was the purpose of buying that property?

5 A Airbnb rentals.

6 Q Was an LLC set up for that purpose?

7 A Yes.

8 Q What's the name of the LLC?

9 A JD Investments.

10 Q Now, was Christie included as an owner in the -- in  
11 the LLC or in the property?

12 A No.

13 Q All right. Why not?

14 A Because it was a -- it was supposed to be my -- my  
15 gig, sort of like my retirement money kind of was funding the  
16 venture. It was like a retirement investment for me.

17 Q All right.

18 (Pause)

19 BY MR. MAYO:

20 Q And did Christie agree with this?

21 A Yes.

22 Q Can you turn to Bates 182? I'm sorry, can you turn  
23 to Exhibit 182? Should be records from First American Title.

24 A Okay, got it.

1 Q All right. Do you gener -- do you generally  
2 recognize this exhibit?  
3 A Yes.  
4 Q All right. And what do you recognize it to be?  
5 A It's closing documents for Birkland -- Birkland  
6 Court.  
7 Q If you could turn to Bates 6897.  
8 A Okay.  
9 Q All right. Do you recognize this document?  
10 A Yes.  
11 Q All right. And what is it?  
12 A It's vesting instructions for Birkland.  
13 THE COURT: What kind --  
14 BY MR. MAYO:  
15 Q And --  
16 THE COURT: -- of instructions?  
17 MR. MAYO: Sorry, say it again, Your Honor?  
18 THE COURT: What kind of instructions?  
19 THE WITNESS: Vesting.  
20 THE COURT: Vesting instructions, okay.  
21 MR. MAYO: Okay. Yeah, sorry, Your Honor.  
22 BY MR. MAYO:  
23 Q Does it say vesting instructions on the top of this  
24 document?



1 A Yes --

2 Q David?

3 A -- it does.

4 Q Okay. All right. Now, there's two signatures on  
5 the bottom. Do you recognize the signatures?

6 A Yes.

7 Q Whose are they?

8 A Mine and Christie.

9 Q Okay. And there's initials under the graph where it  
10 says vesting instructions. Whose initials are those?

11 A Mine's on the left, and Christie's is on the right.

12 Q All right. And what's the vesting instruction for  
13 that line?

14 A It says to married -- married man as sole and  
15 separate property.

16 Q Was this property -- was this property formerly  
17 mortgaged through a third party?

18 A No.

19 Q Now, were you and Mr. Morrell partners?

20 A Yes.

21 Q And what was your -- what was your partnership  
22 agreement in JD Investments?

23 A So he was basically going to be the mortgage holder.  
24 So we would pay him, you know, a mortgage payment. And I --

1 it was 50/50, but I was to get a little bit extra for running  
2 it since he's out of town. I believe he was 42-and-a-half  
3 percent, and I was, you know, 57-and-a-half, if I recall, of  
4 the -- of any gains.

5 Q Okay. Of any gains on the property?

6 A Oh, on the -- on the rental income and things.

7 Q Okay. All right.

8 A The property itself would be 50/50.

9 Q All right. Now, who con -- who contributed to the  
10 acquisition of the property?

11 A John did the majority, and I -- and I did \$25,000.

12 Q Can you turn to Bates 6850?

13 (Pause)

14 BY MR. MAYO:

15 Q Are you there, sir?

16 A Almost. Yeah, I'm there.

17 Q Okay. So do you recognize this document?

18 A Yes.

19 Q All right. What do you recognize it to be?

20 A That's a settlement statement for the closing on  
21 Birkland.

22 Q Now, under financial, it has deposits. Are there  
23 two deposits from yourself?

24 A Yes.

1 Q All right. And it shows a deposit of April 10th,  
2 2018 and April 13th, 2018. The first one in the amount of  
3 10,000, and the second one in the amount of 15,000; is that  
4 accurate?

5 A Yes.

6 Q And then it shows a deposit from Johnson and Morrell  
7 in the amount of \$585,889.13.

8 A Yes.

9 Q Okay. Now, where did you -- where did the 10 and  
10 the 15,000 that you had contributed come from?

11 A It came from the account that I was using -- some of  
12 it came from the account that I was using for the Airbnb  
13 income on Grandview, and some was from my 5766 account that I  
14 was separated -- there -- it was getting -- it was my separate  
15 account.

16 Q All right, let's -- let's get back to that. I just  
17 want to go through the -- well, can you turn to Bates 6975?

18 (Pause)

19 THE WITNESS: Okay.

20 BY MR. MAYO:

21 Q Actually, you beat me, so give me one second.

22 (Pause)

23 BY MR. MAYO:

24 Q All right. And do you recognize this document? Can

1 you hear me, David?

2 A Yes, I hear you.

3 Q Okay. All right. Do you recognize this document?

4 A Yes.

5 Q Okay. And does it say receipt for deposit?

6 A Yes.

7 Q Now, it lists a ten -- funds of 10,000 received by  
8 you. Is this the 10,000 that's shown on the settlement  
9 statement we just looked at?

10 A Yes.

11 (Pause)

12 BY MR. MAYO:

13 Q All right. Now, if you look at the -- if you look  
14 at the next page, there's -- I think Bates 6976, incoming wire  
15 details. Shows a wire going into the title -- First American  
16 Title Company of 15,000. Is that the 15,000 that we discussed  
17 you having deposited in the settlement -- shown at -- that's  
18 shown on the settlement statement?

19 A Yes.

20 Q Now, it lists a -- a Wells -- originating Wells  
21 Fargo account ending in 7338.

22 A Yes.

23 Q Is that the Wells Fargo account that we had talked  
24 about when we were looking at your financial disclosure form?

1 A Yes.

2 Q Okay.

3 (Pause)

4 BY MR. MAYO:

5 Q All right. Now if you could turn the Bates 7071.

6 A Okay.

7 Q All right. It says incoming wire detail report for  
8 \$10,000. Is that the 10,000 that we were -- that you  
9 testified to in regard to the deposit shown on the settlement  
10 statement?

11 A Yes.

12 Q All right. Now it shows originating Wells Fargo  
13 account ending in 5766. Is that the Wells Fargo account in  
14 your name that we were looking at in your financial disclosure  
15 form?

16 A Yes.

17 (Pause)

18 BY MR. MAYO:

19 Q And then turn to Bates 7073, just a few pages down.

20 A Okay.

21 Q Is that the receipt for the deposit as earnest money  
22 for the 15,000?

23 A Yep.

24 MR. MAYO: We would move to admit the title

1 documents, Exhibit 182.

2 THE COURT: No objection?

3 MR. PAGE: No objection.

4 THE COURT: I'm sorry?

5 MR. PAGE: No objection.

6 THE COURT: Okay, great, thank you, Mr. Page. It'll  
7 be admitted.

8 (PLAINTIFF'S EXHIBIT 182 ADMITTED)

9 BY MR. MAYO:

10 Q All right. And, David, if you could turn to Exhibit  
11 153.

12 A Okay.

13 Q All right. Do you recognize this document?

14 A Yes.

15 Q And what do you recognize it to be?

16 A It was a document that we had -- had to work with  
17 Christie to try to get her to sign to sell the property -- for  
18 Birkland.

19 Q Now, if you could look -- go down to Bates number  
20 6370.

21 A Okay.

22 Q Are you there?

23 A Yes, I'm here.

24 Q All right. And whose signature is listed on that --

1 that page?

2 A Christie's.

3 (Pause)

4 BY MR. MAYO:

5 Q Now, you could -- can you, ble -- briefly read for  
6 us, the -- the paragraph at exhi -- paragraph E on page -- on  
7 Bates 6363.

8 A B? You said B?

9 Q E, as in --

10 A E. Okay --

11 Q -- earnest.

12 A -- got it.

13 MR. PAGE: Good word.

14 THE WITNESS: Okay. All right.

15 MR. PAGE: Elephant.

16 THE WITNESS: So it says Morrell and David each own  
17 50 percent of the company. But Morrell owns 96 percent of the  
18 company's interest in the property, while David owns four  
19 percent, proportionate to the amount each party contributed  
20 towards the purchase of the property. Morrell and David will  
21 split any gains from the sale of the property, 50/50, after  
22 each party recoups his initial contribution towards the  
23 purchase of the property.

24 The company agreed to pay Morrell the monthly

1 mortgage payments of principal and interest at a rate of 5.5  
2 percent on a 30-year repayment schedule. But none of the  
3 mortgage payments were ever made. And he -- Morrell was to be  
4 paid 42.5 percent of the rental proceeds from the property,  
5 but Morrell never received his share of rental proceeds.

6 BY MR. MAYO:

7 Q Okay. Now, how long did -- did you and Mr. Morrell  
8 actually operate this home as a B&B?

9 A Yeah.

10 Q All right. And did there come a time that you and  
11 he could no longer do so?

12 A Yes.

13 Q When was that?

14 A It was end of August, maybe beginning of September  
15 of 2018.

16 Q All right, and what happened?

17 A The code enforcement was, you know, shutting Airbnbs  
18 down, basically.

19 Q And what -- did you and Mr. More -- Morrell discuss  
20 selling the property?

21 A Yes.

22 Q Now, when it was -- when did the property sell?

23 A February of 2019. End of February, I believe.

24 Q Now, when it sold, did he receive -- did Mr. Morrell



1 receive back his \$589,889 initial investment?

2 A Yes.

3 Q If you could -- if you could turn to -- turn to  
4 Bates 6365 and read for me the paragraph number four.

5 A The disputed amount is to be held in trust. Within  
6 10 business days of receiving the proceeds of the sale, the  
7 company agrees to deposit the disputed amounts into the trust  
8 account of Vincent Mayo as follows, 25,000 representing the  
9 amount of David's initial contribution towards the purchase of  
10 the property, 17,892 representing the amount of rental  
11 proceeds to which Morrell is entitled under the company's  
12 operating agreement, and, C, half of the remaining proceeds  
13 from the sale of property.

14 Q Is this -- is this -- did you and Mr. Morrell also  
15 execute this document?

16 A Yes.

17 Q All right. Is this document in the same condition  
18 as when you had executed it?

19 A Yes.

20 MR. MAYO: Your Honor, we move to admit Exhibit 153.

21 MR. PAGE: No objection.

22 THE COURT: Okay, 153 will be admitted.

23 (PLAINTIFF'S EXHIBIT 153 ADMITTED)

24 THE COURT: Is this a good time at the -- 12:05 to

1 take our midday break?

2 MR. MAYO: That's fine, Your Honor.

3 THE COURT: Okay, I just wanted to catch you before  
4 you started in on your next line --

5 MR. MAYO: Moved on to a different top -- yeah, I  
6 got you.

7 THE COURT: Yeah.

8 MR. MAYO: That's -- that's fine, Your Honor.

9 THE COURT: Okay, let's do that. Let's start back  
10 -- let's try to get back in by, like, 1:20.

11 MR. MAYO: Sounds good.

12 THE COURT: Okay?

13 MR. PAGE: Sure, that's fine.

14 THE COURT: That work, Mr. Pa -- okay, perfect. All  
15 right, we'll go off the record.

16 MR. MAYO: All right, thank you, Your Honor.

17 THE COURT: Thank you.

18 MR. PAGE: Thanks for your time.

19 (COURT RECESSED AT 12:05 P.M.

20 AND RESUMED AT 01:36 P.M.)

21 THE COURT: Okay, we're going back on. All right,  
22 we're back on the record.

23 THE CLERK: Back on the record.

24 THE COURT: Yep, back on the record. Okay,

1 Mr. Mayo?

2 MR. MAYO: Yes, Your Honor.

3 THE COURT: You're up, back on the record.

4 MR. MAYO: All right. Okay. Let's see where we  
5 left off.

6 (Pause)

7 DIRECT EXAMINATION CONTINUED

8 BY MR. MAYO:

9 Q All right, David, could you --

10 MR. MAYO: You know, what? I'm not seeing anyone.  
11 Is everyone --

12 THE COURT: We're --

13 MR. PAGE: I don't --

14 THE COURT: -- all here.

15 MR. PAGE: Your Honor, are we being timed on this  
16 today? Because I'm kind of wondering about the pace.

17 THE COURT: The pace is slow. I was -- I was going  
18 to say --

19 MR. MAYO: Well --

20 THE COURT: -- maybe --

21 MR. MAYO: -- again --

22 THE COURT: -- Mr. Mayo, if you -- I mean, if you  
23 have a document that you want to try to admit or you want to  
24 tell me it relates to some -- something, maybe you just say --

1 ask David like, what does this document show and like move --  
2 I -- I'm trying to -- I -- I agree with Mr. Page. It's like  
3 we're going to -- we're going to --

4 MR. MAYO: I -- and I -- and I understand. It's  
5 just, there's a -- you know, the -- it's -- it's --  
6 unfortunately, there's a lot of individual documents that have  
7 to be established for purposes of, you know, our case. So I'm  
8 trying to move through them quickly. It's just -- but I mean,  
9 to the extent that I can, I will try to -- to expedite it.  
10 And I'll try to move a little bit faster. It's just --

11 MR. PAGE: I'm having deja --

12 THE COURT: What are you saying, mis --

13 MR. PAGE: I'm having deja vu (indiscernible) where  
14 Judge Moss was looking for additional days.

15 THE COURT: Yeah, no. I don't -- I don't want to do  
16 additional days. I do not want to do additional days. I have  
17 so --

18 MR. MAYO: Understood.

19 THE COURT: -- many trials I need to set, like, and  
20 have go forward from -- because of the pandemic. And I -- I  
21 set this one for two days. I mean, look, at the end of the  
22 day, there are docu -- but I can read the documents. So if  
23 you say --

24 MR. MAYO: Right.

1 THE COURT: -- what does Exhibit 12A refer to or  
2 whatever, I can look --  
3 MR. MAYO: Right.  
4 THE COURT: -- at that. He needs to just tell me,  
5 this is what it establishes. Move on. I can --  
6 MR. MAYO: Right.  
7 THE COURT: -- read it. Okay? So --  
8 MR. MAYO: Okay.  
9 THE COURT: -- that way, we can kind of cut to the  
10 chase and get -- move through it. I'm just --  
11 MR. MAYO: Understood.  
12 MR. PAGE: (Indiscernible - simultaneous speech) --  
13 THE COURT: -- trying to figure out a way that we  
14 get quicker. Pardon?  
15 MR. PAGE: If Mr. Mayo wants to stipulate to joint  
16 physical custody, I think that would open up a lot of space  
17 available.  
18 THE COURT: You can talk to him about that between  
19 now and Thursday. I mean -- I mean -- I mean, I can -- and I  
20 can talk to you guys maybe off the record without the clients.  
21 I want to -- I've -- I wanted to do that anyway just to kind  
22 of discuss a few things with you. But we can do that maybe at  
23 the end of the day.  
24 MR. MAYO: That's -- that's fine. We can set some

1 time aside to do that. I am -- I'm looking at my screen,  
2 though. And I see ev -- I see everyone's names in the top  
3 right. I don't see everyone's video. I don't -- like, I  
4 don't see Fred. I don't see David. I don't see Your Honor.

5 THE COURT: We see everybody.

6 THE WITNESS: Yeah.

7 THE COURT: I see everybody.

8 THE WITNESS: Yeah, we're all set here.

9 MR. PAGE: Might be the connection.

10 MR. MAYO: Yeah, I don't know what hap -- I mean --

11 THE COURT: Maybe log off and log back in?

12 MR. MAYO: Yeah, let me try. Hold on a second.

13 THE COURT: Okay. Okay.

14 MR. MAYO: All right. Yeah, I'll -- I'll get off  
15 for a minute, and then I'll get back on.

16 (COURT AND CLERK CONFER BRIEFLY)

17 MR. MAYO: All right, here we go.

18 THE COURT: You're there -- you can see everything  
19 now?

20 MR. MAYO: I can. Thank you, Your Honor.

21 THE COURT: All right, no problem. All right.

22 MR. MAYO: All right.

23 THE COURT: So you were -- you left off --

24 MR. MAYO: All right.

1 THE COURT: -- you were talking about the  
2 properties, so.

3 MR. MAYO: Correct. Let me find the one I was just  
4 looking at.

5 DIRECT EXAMINATION CONTINUED

6 BY MR. MAYO:

7 Q Da -- David, can you turn to Exhibit 206? Should be  
8 the last exhibit.

9 A Yep. Yeah, I got it.

10 Q All right. Now, Your Honor, I'm representing this  
11 is our law firm account ledger show -- showing the -- the  
12 deposits of the Birkland monies and the Grandview monies.

13 MR. PAGE: (Indiscernible).

14 THE COURT: Which exhibit is it? I'm sorry.

15 MR. MAYO: Two-zero-six.

16 THE COURT: Two-zero-six, okay. I thought you said  
17 six --

18 MR. MAYO: The very last one.

19 THE COURT: Got it. Is there any -- do you want to  
20 -- do you want to have that one admitted? Is there any  
21 objection to that?

22 MR. MAYO: It -- it's -- just so you know, Fred,  
23 it's our -- our client -- our -- our law client trust account  
24 ledger, showing the deposit of the Birkland monies and the

1 Grandview monies and then the deductions that have been made,  
2 pursuant to the court order.

3 MR. PAGE: Yeah, I understand. Your client can't  
4 lay a foundation, but you can. I accept --

5 MR. MAYO: Correct.

6 MR. PAGE: -- the foundation you've laid.

7 MR. MAYO: Okay.

8 THE COURT: You don't -- you have -- you stipulate  
9 to the exhibit being admitted?

10 MR. PAGE: I do.

11 THE COURT: Okay, all right. So we'll admit that  
12 one.

13 (PLAINTIFF'S EXHIBIT 206 ADMITTED)

14 MR. MAYO: Okay.

15 BY MR. MAYO:

16 Q Now, David, on this, does it shows the deposits from  
17 the sale of the Grandview property and from the Birkland  
18 property?

19 A Yes.

20 Q Okay. And for Birkland, does it say JD Investments,  
21 LLC?

22 A Yes.

23 Q Okay. All right. And does it show, for the  
24 Birkland property, a deposit of \$57,056.99?



1 A Yes.

2 Q All right. And then for the Grandview, which we  
3 haven't gotten to yet, but we're about to get into, does it  
4 show sales proceeds being deposited of \$63,077.54?

5 A Yes.

6 Q All right. On the settlement agreement that we had  
7 looked at between yourself, Christie, and Mr. Morrell, there  
8 was \$17,892.34 owed to Mr. Morrell for rental proceeds. Do  
9 you dispute that that amount is owed to Mr. Morrell?

10 A No.

11 Q All right. And does that leave essentially \$14,164  
12 to be divided between you and Mr. Morrell, pursuant to the --

13 A Yes.

14 Q -- settlement agreement?

15 A Uh-huh (affirmative).

16 Q Is a yes or no?

17 A Yes, I'm sorry.

18 Q It -- it -- you said uh-huh. You've got to speak  
19 up.

20 A Yes, I understand.

21 Q All right, no problem. All right. All right, let's  
22 talk about the Grandview property. Were you involved in the  
23 buying of real property located at 3740 Grandview Place in Las  
24 Vegas, Nevada?

1           A     Yes.

2           Q     All right. And when did you purchase that property?

3           A     Closed October 31st, 2017.

4           Q     All right. In whose name was it purchased?

5           A     Mine.

6           Q     All right. So it was titled just in your name?

7           A     Yes.

8           Q     All right. If you could turn to Exhibit 136.

9     Should be a record from Lawyer's Title.

10          A     Okay, I have it.

11          Q     All right. Do you recognize this document?

12          A     Yeah.

13          Q     All right. I -- I'm sorry, do you recognize this

14     exhibit?

15          A     Yes.

16          Q     All right. Are these documents that we had received

17     through subpoena duces tecum to the title company related to

18     the purchase of the Grandview residence?

19          A     Yes.

20          Q     Okay. All right, Bates 5370, is that a grant,

21     bargain and sale deed from the prior owner to you?

22          A     Yes.

23          Q     All right. And does it show purchasing it, David

24     Stucke, a married man, as his sole and separate property?

1 A Yes.

2 Q Now, if you could, turn to Bates 5373.

3 A Yep.

4 Q All right. And what is this document?

5 A It looks like it's Christie signing the -- well,  
6 it's a deed showing that she signed a quitclaim deed on the  
7 property.

8 Q All right. Was it recorded back on October 31st,  
9 2017?

10 A Yes.

11 Q All right, if you could turn to Bates 5418 in this  
12 document.

13 A Okay.

14 (Pause)

15 BY MR. MAYO:

16 Q Mine is going a little bit slower, sorry. Let's  
17 see. Here we are. All right. Is this the Lawyer's Title  
18 Nevada settlement statement?

19 A Yes.

20 Q All right. Now, does it show a deposit -- a down  
21 payment deposit of \$5,000?

22 A Oh, yeah, I see it. Yes.

23 Q Okay. Who -- who -- where did that money come from?

24 A (Indiscernible). I don't have that one in front of

1 me. It's -- I can't get the exact source of it. I mean, it's  
2 -- it was mine, but I'm not sure exactly where it came from.

3 Q Okay, well, we'll get to it. All right. If you  
4 could turn to Bates 5426.

5 A Okay.

6 Q All right. Are these the -- the wire information  
7 related to the \$5,000?

8 A Yes.

9 Q Okay. And it shows originating -- in the wire  
10 details, originator, an account ending in 5766. Is that the  
11 Wells Fargo account in your name that we previously talked  
12 about? Should be the second or third --

13 A Oh, the 5766. Yes, that's it.

14 Q Okay.

15 MR. PAGE: Where do you see the five -- where do you  
16 see the 66?

17 MR. MAYO: Third -- under wire details, third line  
18 down -- second and third lines, there's a originator. And if  
19 you look at the very end of that number, it starts with Z0000,  
20 ends in 5766.

21 MR. PAGE: Okay, it's -- it --

22 MR. MAYO: Do you see that?

23 MR. PAGE: Yeah, it crosses over. That's why.

24 MR. MAYO: Okay. Yeah, and then it says sending

1 bank, Wells Fargo. All right.

2 BY MR. MAYO:

3 Q Now, was this transfer made prior -- does this  
4 transfer show it was made on October 6th of 2017?

5 A Yes.

6 Q All right. Was that prior to Christie signing the  
7 grant, bargain and sale deed on October 30 -- 30th?

8 A Yes.

9 Q All right. If you could -- let's see -- look at --

10 (Pause)

11 BY MR. MAYO:

12 Q All right, if you could, let's look at Bates 5422.

13 (COUNSEL AND CLIENT CONFER BRIEFLY)

14 BY MR. MAYO:

15 Q All right. Are these the inbound wire notification  
16 related to a amount of \$25,764?

17 A Yes.

18 MR. PAGE: What -- what's the page number, Counsel?

19 MR. MAYO: My apologies, Fred. Bates 5422.

20 MR. PAGE: Okay.

21 BY MR. MAYO:

22 Q All right. Now, on here, does it show an originator  
23 bank account under wire details, bank account ending in 3576?

24 A Yes.

1 Q All right. And which account is that?

2 A That's my Bank of America account.

3 Q All right. And does it say Bank of America under

4 sending account a couple of lines down?

5 A Yes.

6 Q All right. And does it show this transfer was made

7 on October 30th, 2017?

8 A Yes.

9 Q All right. Now, if you could -- one more. If you

10 could turn to Bates 5424.

11 A Okay.

12 Q All right. Again, it shows the inbound wire

13 notification in the amount of 52,000. Does it have an

14 originator bank number listed on here under wire details?

15 A Yep.

16 Q Is that a yes?

17 A Yes, I'm sorry.

18 Q Okay. Does that say 5766, third line?

19 A Ye -- yes.

20 Q All right. And is the receiving bank -- sending

21 bank, does it say Wells Fargo?

22 A Yes.

23 Q All right. That 5766, was that your Wells Fargo

24 account?



1 did you have with Gamblit?

2 A This is the Paychex Flex account.

3 Q All right. And does it say underneath, status

4 active, 401k?

5 A Yes.

6 Q Okay. And when did you obtain this document?

7 A Oh, it was probably early 2019. I don't know the

8 date.

9 Q Okay. Now, if you could turn to Bates 5659.

10 MR. PAGE: What's the number again, Counsel?

11 THE COURT: Five-six-five-nine.

12 MR. MAYO: Five-six-five-nine.

13 THE WITNESS: Okay. Yeah, I see it. It's cut off,

14 but I see it.

15 BY MR. MAYO:

16 Q Oh, sorry. It's not cut off on mine, but my

17 apologies. All right. Now, it has -- on the top, it says

18 source, rollover, vested amount, \$39,303.91. Where is this a

19 rollover from?

20 A It's a rollover from my TIAA-CREF retirement

21 account.

22 MR. PAGE: Where does it say that, Counsel?

23 MR. MAYO: It's -- okay. So if you look at the

24 Bates 5659, it'll say --



1 MR. PAGE: Right.

2 MR. MAYO: -- source top left, and it'll say

3 rollover just underneath it.

4 MR. PAGE: Okay. Just -- it's a -- it's a hard

5 document to read.

6 MR. MAYO: I know. I -- I agree.

7 THE COURT: Are you moving to admit this one?

8 MR. MAYO: Not yet, I haven't sh --

9 THE COURT: I don't know.

10 MR. MAYO: -- (indiscernible - simultaneous speech)

11 --

12 THE COURT: Maybe Mr. Page doesn't oppose. I'm just

13 asking. I'm --

14 MR. MAYO: Oh, I mean, that's fine. I mean, I'm

15 sorry, you wanted me to move through it quickly. And --

16 THE COURT: I'm trying --

17 MR. MAYO: -- I'm trying to --

18 THE COURT: -- to move it along, yeah.

19 MR. MAYO: I respect Mr. Page's position. But no, I

20 get it.

21 BY MR. MAYO:

22 Q So, David, is this an -- what it -- what is -- what

23 is generally shown in the -- this document?

24 A Well, it shows all the different funds, it shows a

1 loan that I withdrew for the purchase, and it shows monies I  
2 rolled over into it.

3 Q Okay. And is this in the same condition as when you  
4 received it from Paychex Flex?

5 A Yes.

6 Q Okay. There haven't been any changes to it, to your  
7 knowledge?

8 A No.

9 MR. MAYO: Move to admit, Your Honor.

10 THE COURT: No objection, Mr. Page?

11 MR. PAGE: No objection. I -- there's a -- no  
12 objection, there's just some things that I don't understand.  
13 I'll -- I'll clear up, though. Thanks.

14 THE COURT: Okay, all right. All right, so it'll be  
15 admitted.

16 (PLAINTIFF'S EXHIBIT 13 ADMITTED)

17 BY MR. MAYO:

18 Q All right. Now, David, if you could look at Bates  
19 5660.

20 A Okay.

21 Q All right. Does this show a -- a loan -- in the  
22 middle of the page, it says total. Does it show a loan of  
23 \$24,206?

24 A Yes.

1 Q All right. And what is that loan related to?

2 A That's money I took out to have enough for the down  
3 payment on Grandview.

4 Q Okay. Now, was that --

5 MR. MAYO: And again, Your Honor, I have an exhibit  
6 I can go to. I'm just trying to trace it, but I also want to  
7 move things along.

8 BY MR. MAYO:

9 Q Exhibit 2, is there a -- is that a Wells Fargo  
10 account ending in 5766 statement?

11 A Yes.

12 Q All right. And on Bates 0438 -- are you there?

13 A Well, I thought I was there, except I don't see 04,  
14 I'm seeing 07s.

15 MR. PAGE: Ours are sevens.

16 MR. MAYO: All right, sorry. Let me pull up the  
17 actual document.

18 (Pause)

19 BY MR. MAYO:

20 Q Sorry. Sorry, 0436. My apologies.

21 A They're all 07s. I mean --

22 Q You said 07?

23 A Yeah. Is it Exhibit 2, or is it a different one?

24 Oh, okay.

1 Q It's Exhibit 2.

2 A Oh, I -- I see different numbers. Okay, 0436, you

3 said?

4 Q Yes.

5 A Okay. Yeah, they're out of order, is all.

6 Q All right.

7 A Okay --

8 Q You there?

9 A -- I got. Yep.

10 Q All right. Now --

11 A Yes. I'm sorry.

12 Q All right. Is there -- there's an e-deposit in

13 there in the amount of \$24,031.

14 A Yes.

15 Q Is that money from the Paychex Flex account, that

16 statement that we just looked at, the 24,206?

17 A Yes.

18 Q Is there a deduction for a transfer cost --

19 A Yeah --

20 Q -- to the --

21 A -- (indiscernible - simultaneous speech).

22 Q -- tune of 24,031 and 24,206?

23 A Yes.

24 Q All right. Now, there's also right above it,

1 October 20 of '12, it shows a TC annuity deposit in the amount  
2 of \$9,873.25.

3 A Yeah.

4 Q T -- what's the TC annuity refer to?

5 A That's TIAA-CREF.

6 Q Okay. Now, is that the loan TIAA-CREF that we had  
7 identified on your financial disclosure form?

8 A Yes.

9 Q Okay. Now, if you -- on the same document, if you  
10 go down to Bates 0439.

11 A Okay.

12 Q All right. Now, for October 30th, 2017, is there a  
13 transfer of a \$52,000 --

14 A Yes.

15 Q -- outgoing to Lawyer's Title of Nevada?

16 A Yes.

17 Q All right. Is that the 52,000 that we were  
18 discussing?

19 A Yes.

20 Q All right.

21 (Pause)

22 MR. PAGE: What page was that, Counsel?

23 MR. MAYO: That's -- no problem. That's Bates 0439.

24 MR. PAGE: Got it.

1 BY MR. MAYO:

2 Q So now, David, there's other funds in that account  
3 in excess of the roughly 30 -- 33,000 that we just looked at  
4 from TIAA-CREF and from Paycheck (sic).

5 A Yes.

6 Q Where did the -- the other monies come from?

7 A So I went through it. I have 3,033 pre the domestic  
8 partnership. And then I have 19,000 deposited in the branch  
9 from poker money that I had saved, you know, from my safe.  
10 And there were other deposits. So I was getting 600 a month  
11 deposited from my paycheck as well that amounts \$9,000. And  
12 there was a joint income tax return for 6,000. Those are the  
13 bigger deposits in -- in the account.

14 Q Now, in terms of the 5,000 that we were discussing  
15 for the earnest money, where did the 5,000 come from?

16 A I mean, I -- I'd have to look at the thing. It was  
17 -- it was from that account. I mean, it was my -- my money in  
18 some form.

19 Q All right, so this -- while we're on it, go ahead  
20 and just go to Bates 0436.

21 A Zero-four-three-six, okay. Okay. Oh, I see the  
22 5,000.

23 Q Okay. It says 5,000 wire transferred to Lawyer's  
24 Title of Nevada, October 6th.

1 A Yes.

2 Q All right.

3 A Yep. Yes.

4 Q Now quickly, go to Bates -- sorry, Exhibit 1B, Bank  
5 of America statements.

6 MR. MAYO: Oh, move to admit this Wells Fargo  
7 statement, Your Honor.

8 THE COURT: No objection, correct, Mr. Page?

9 MR. PAGE: No objection. Exhibit 2, right?

10 MR. MAYO: Yes, right.

11 THE COURT: Okay, it'll be admitted.

12 (PLAINTIFF'S EXHIBIT 2 ADMITTED)

13 BY MR. MAYO:

14 Q All right, so -- all right, so go to Exhibit 1B.

15 A Yeah, I have it.

16 Q All right. And if you could, turn to Bates 0085.

17 (Pause)

18 THE WITNESS: Okay, I have it.

19 BY MR. MAYO:

20 Q Are you there? Okay.

21 A Yep. Yes.

22 Q All right. Okay. And it says Bank of America  
23 account, David Stucke, ending in 3576. There is a wire out to  
24 Lawyer's Title in amount of \$25,764.97.

1           A     Yes.

2           Q     Is that the -- the transfer we just looked at from  
3 Lawyer's Title documents?

4           A     Yes.

5           Q     All right. Now, the funds in this account prior to  
6 that wire out, what -- what is their source?

7           A     I had \$10,563 prior to the domestic partnership,  
8 about 14,000 in side job income from doing math work, and I  
9 was putting 600 a month in there for quite a while to make  
10 that 9,600.

11          Q     The 14,000, was that side work you did during the  
12 marriage?

13          A     Yes. Well, the -- well, dur -- it was before the  
14 marriage, most of it. There were some after, but it was  
15 mostly before.

16          Q     Okay.

17               MR. MAYO: All right. Now, we move to admit the  
18 Bank of America statement, Your Honor, Exhibit 1B.

19               THE COURT: 1B will be admitted.

20               THE CLERK: 1B.

21               MR. PAGE: No objection.

22               THE COURT: Okay.

23   (PLAINTIFF'S EXHIBIT 1B ADMITTED)

24 BY MR. MAYO:



1 Q All right. Now, if you could, David, let's go to  
2 Exhibit 203.

3 A Okay.

4 MR. MAYO: All right. Representing this is  
5 Christie's June 19, 2019 reply --

6 MR. PAGE: Oh, I see. It's --

7 MR. MAYO: -- to our --

8 MR. PAGE: -- Exhibit 203.

9 MR. MAYO: That's okay. Yeah, sorry, Fred, Exhibit  
10 203.

11 MR. PAGE: Okay.

12 (Pause)

13 MR. PAGE: Okay.

14 MR. MAYO: All right.

15 BY MR. MAYO:

16 Q Now, David, if you could, look -- look at page  
17 three, lines 15 and 16.

18 A Okay.

19 Q All right. Can you read for me those two lines, the  
20 -- the complete sentence?

21 A It says --

22 Q It starts, David --

23 A -- David --

24 Q -- purchased.

1           A     -- purchased it in his name because Christie's  
2 credit is not great and she can provide witnesses and  
3 statements and documentation of such.

4           Q     Okay. Was di -- was Christie's credit relevant to  
5 being placed on title to the Birkland property, where there  
6 was essentially no mortgage?

7           A     Oh --

8           MR. PAGE: Objection --

9           THE WITNESS: -- we're talking --

10          MR. PAGE: -- found --

11          THE WITNESS: -- about Grandview right now. And

12 --

13          THE COURT: Hold on.

14          MR. PAGE: Objection --

15          THE WITNESS: -- (indiscernible - simultaneous  
16 speech) --

17          MR. PAGE: -- foundation.

18          THE COURT: Hold on. Hold on. Hold on.

19          MR. MAYO: Okay.

20          THE COURT: Wait. Was -- your question was, was  
21 Christie's name on title relevant to the mortgage. Is that  
22 what your question was?

23          MR. MAYO: Now, I'll stri -- I'll rephrase, Your  
24 Honor.

1 THE COURT: Okay.

2 MR. MAYO: Whe -- we were talking about Grandview,  
3 but I'm -- this is related to Grandview.

4 THE COURT: Okay.

5 BY MR. MAYO:

6 Q So my question is, having read Christie's statement  
7 in terms of the Airbnb, was -- there was no -- there was no  
8 mortgage -- there's was no traditional mortgage on the  
9 Birkland property; is that right?

10 A Right.

11 Q Okay. So mi -- Mr. Morrell didn't vet you or vet  
12 Christie in regards to your creditworthiness.

13 A Right.

14 Q All right. So there was -- Christie's credit wasn't  
15 relevant to her being placed on title to the Airbnb; is that  
16 right?

17 A No.

18 MR. PAGE: Objection as for speculation, foundation.

19 MR. MAYO: Ac -- actually, it -- it wouldn't be spe  
20 -- I -- it wouldn't be speculation, Your Honor, because it's  
21 firsthand knowledge.

22 THE COURT: Yeah.

23 MR. MAYO: There is no --

24 MR. PAGE: (Indiscernible -- simultaneous speech) --

1 MR. MAYO: -- there is no mortgage on the property.

2 And therefore, her credit is --

3 THE COURT: Right.

4 MR. MAYO: -- not relevant --

5 THE COURT: Right, right --

6 MR. MAYO: -- to the issue.

7 THE COURT: -- right. I mean, I can -- I can unders

8 -- that. Yeah, that doesn't require speculation because there

9 is no mortgage.

10 MR. MAYO: Right.

11 THE COURT: So I mean, I guess -- I mean, I can make

12 the inference just because the fact that there is no mortgage,

13 her credit is not an issue. So if there was --

14 THE DEFENDANT: We were --

15 THE COURT: -- some other --

16 THE DEFENDANT: -- trying to get a mortgage --

17 THE COURT: Pardon --

18 THE DEFENDANT: -- first.

19 THE COURT: -- me?

20 THE DEFENDANT: We were first trying to get a

21 mortgage with Pat.

22 MR. PAGE: Well, I'll fill that in through my

23 client, but that's not quite accurate.

24 THE COURT: Wait, wait, wait.

1 MR. PAGE: They --  
2 THE COURT: Her credit --  
3 MR. PAGE: They first tried a mortgage --  
4 THE COURT: Her credit --  
5 MR. PAGE: -- but they --  
6 THE COURT: Her credit, for purposes of a mortgage,  
7 is irrelevant because there was no mortgage.  
8 MR. PAGE: Well, they tried to get a mortgage, but  
9 they couldn't. That's why John Morrell stepped in with the  
10 lump sum.  
11 THE COURT: Okay, so --  
12 MR. MAYO: And once --  
13 MR. PAGE: And --  
14 MR. MAYO: And with a lump-sum payment, there was no  
15 reason why her name couldn't be on there, related to credit.  
16 THE COURT: Correct.  
17 MR. PAGE: Yeah, but her -- that's in Dr. Paglini's  
18 report.  
19 THE COURT: What?  
20 MR. MAYO: Dr. Paglini's report?  
21 MR. PAGE: Dr. Paglini addressed John Morrell in his  
22 report. I read it.  
23 THE COURT: Okay, but -- hold on.  
24 MR. MAYO: Okay. I don't know how it's relevant.

1 THE COURT: All right. Look --  
2 MR. PAGE: Oh, yes --  
3 THE COURT: -- at --  
4 MR. PAGE: -- it is.  
5 THE COURT: -- the end of the day, I'll allow the  
6 testimony because at the end of -- we know that -- well --  
7 well, how they got there is a different story. We know --  
8 MR. MAYO: Right.  
9 THE COURT: -- that it's not speculation that, for  
10 purposes of a mortgage, her credit is irrelevant because there  
11 was no mortgage. Now, your testi -- your client's testimony  
12 may be, yeah, there was no mortgage because my client -- my  
13 credit stopped us from having one. But then the question  
14 becomes, then why wasn't her name placed on the property. And  
15 I think Mr. Mayo's argument is, if credit isn't an issue, her  
16 name could have been put on the mor -- on the house -- on  
17 title --  
18 MR. MAYO: Right.  
19 THE COURT: -- but it was not. I think --  
20 MR. PAGE: Okay.  
21 THE COURT: -- that's what --  
22 MR. PAGE: Here's what --  
23 THE COURT: -- I'm fol -- am I following?  
24 MR. MAYO: Yes.

1 THE COURT: Yeah.

2 MR. PAGE: Probably. But also there's this  
3 additional part here, where Mr. Morrell said to Dr. Paglini,  
4 he reported when he entered into the business agreement with  
5 Mr. Stucke, he did not want Ms. Stucke involved because he did  
6 not trust her. That's on page 42 --

7 THE COURT: Okay --

8 MR. PAGE: -- of his --

9 THE COURT: -- well --

10 MR. PAGE: -- report.

11 THE COURT: -- either way, however it happened, she  
12 was not listed on title. So how --

13 MR. PAGE: Yeah, and --

14 THE COURT: -- it happened is another story, but we  
15 know she was not listed on title. So Mr. Stucke can tell his  
16 par -- his side of the story. It does not require  
17 speculation. Overruled. How's that?

18 MR. MAYO: Okay.

19 THE COURT: And I think we've gone through it  
20 enough. Overruled.

21 MR. MAYO: All right.

22 THE COURT: Okay, go ahead.

23 BY MR. MAYO:

24 Q Let's see. Okay. Did Christie -- has -- did

1 Christie ever disclose any documentation showing what her  
2 credit was at the time that the property was purchased?

3 A No.

4 Q Now let's talk about -- kind of quickly go through  
5 some of the other issues. In terms of furniture and  
6 furnishings -- well, let me actually come back to that one and  
7 get to -- all right. Let's talk about the businesses. Are  
8 you familiar with Atomic Radiology, Incorporated?

9 A Yes.

10 Q All right. And was that ARI as an acronym?

11 A Okay.

12 Q All right. When was this business created?

13 A It was -- it was the end of 2016. I don't know the  
14 exact month, but.

15 Q Okay, and what type of business is it?

16 A It's a radiology reading services.

17 Q All right. Can you walk us through how the business  
18 operates?

19 A So basically, you contract with a -- you hire  
20 doctors to do medical reads for an imaging facility. It's  
21 sort of a go-between the doctor and the imaging facility. And  
22 Christie's other company has the software that provides the  
23 transmission of those reads. So it was a, you know, kind of a  
24 partnership between those situations to take advantage of her



1 software.

2 Q All right. And it -- the read portion, who does  
3 that?

4 A The doctor. So --

5 Q All right.

6 A -- they may -- for example, may charge \$10 for an  
7 X-ray. The doctor may get seven, and Atomic Radiology may get  
8 three. And they --

9 THE COURT: What did you --

10 THE WITNESS: -- cover --

11 MR. MAYO: All right. Now --

12 THE WITNESS: -- malpractice --

13 THE COURT: Hold on.

14 THE WITNESS: -- with that.

15 THE COURT: Hold on. What was the date, the end of  
16 what year, 2015 or '16?

17 MR. MAYO: Sixteen, '16.

18 THE WITNESS: Sixteen.

19 THE COURT: Okay.

20 THE COURT: It's just hard to hear the difference  
21 between these -- those two years. That's why I asked the  
22 question.

23 MR. MAYO: No, I agree.

24 THE COURT: Okay.

1 BY MR. MAYO:

2 Q All right. And during the marriage, how many  
3 doctors did she have -- did -- did the business have doing  
4 reads for X-rays and other imaging?

5 A It wasn't that many. Under 10.

6 Q Now, what -- what was Christie's involvement in the  
7 business?

8 A She handled the day-to-day interactions and the  
9 software stuff. It was basically what she does for her other  
10 company, except she's doing it for -- you know, for us instead  
11 of ba -- so her other two companies are the software supplier  
12 for the reading company and the doctors, right? And so now,  
13 we're the reading company in addition to the software  
14 supplier.

15 Q All right. And what does Christie's, like, weekly  
16 or daily tasks consist of, related to --

17 A She's usually --

18 Q -- ARI?

19 A -- debugging, you know, technical issues. She --  
20 she might talking to customers, trying to get contracts signed  
21 or do sales things. And mostly, it's technical debugging and  
22 helping people with that sort of thing, with issues with  
23 databases and stuff.

24 Q Okay. Was she the contact with the different

1 doctors doing the reading?

2 A Yes.

3 Q All right. Now, you also mentioned two other  
4 companies. Are those PCCG and ActionRAD Solutions?

5 A Yes.

6 Q And you mentioned they're essentially software  
7 vendors for the software utilized by ARI; is that correct?

8 A Yes.

9 Q And were Christie's tasks -- daily or weekly tasks  
10 involved in these businesses similar to what she did for ARI,  
11 or are they different?

12 A They're very similar. They're not 100-percent  
13 identical because she's not doing the reading portion, but  
14 it's very similar.

15 Q Okay. Now, were you involved in ARI?

16 A ARI? Yes.

17 Q Okay. How so?

18 A Well, I was the face of the company, for one. She  
19 wanted that to be the case because it's conflict of interest  
20 for her to do it. And me and Dr. Saini were sort of the --  
21 the faces of it. And I also helped her with some billing  
22 things. And I helped her with the big contract that we --  
23 well, not the contract. I helped her with the billing side of  
24 one of the big payments that we were owed. We didn't get

1 paid. There was a lawsuit outstanding for it. I don't know  
2 what happened with it, but.

3 Q Okay. And now, you mentioned Dr. Saini. Who is he?

4 A He is a radiologist that did reads for -- I -- I  
5 think it was just himself. He may have done it for other  
6 companies as well. And he approached Christie about starting  
7 Atomic Radiology saying, well, why don't you do the reading  
8 services side, there's more money in it. And so he talked to  
9 her about it. And he said, I'll be your medical director.  
10 And that's how Atomic Radiology started.

11 Q Okay. All right. Now, did Christie gamble prior to  
12 marriage?

13 A Yes.

14 Q All right. And did she do so in 2017 and 2018?

15 A Yes.

16 Q All right. While you and she were together, did you  
17 have knowledge, generally, in terms of her gambling?

18 A I knew that she gambled. I certainly didn't know  
19 the extent of it.

20 Q Okay. Now, to the extent that you know, what kind  
21 of gambling -- what did her gambling generally consist of?

22 A I mean, I knew she played the slot machines mostly  
23 and sometimes some video poker, but mostly slots.

24 Q All right. Did she do so on a regular basis?

1 A Oh, yes.

2 Q Now, during the time that Christie gambled during  
3 the marriage, were you and she generating income from ARI and  
4 PCCG?

5 A Yes.

6 Q Now, was a joint preliminary injunction filed in  
7 this case on November 30, 2018?

8 A Yes.

9 Q Okay. Now, in Christie's -- and we don't have to go  
10 there right now unless Your Honor or Fred want to --  
11 Christie's filed Exhibit 194, her February 12th, 2019 FDF that  
12 we stipulated to. Does it list her net gross income from ARI  
13 and PCCG --

14 A One-nine-four?

15 Q -- in early 2019 as 4,100? What's that?

16 A One-nine-four, you said?

17 Q Yeah.

18 A Yeah, I have it. Forty-one hundred, it says, yes.

19 Q Okay. So that comes out to about \$49,200 per year?

20 A Yep.

21 Q Now, on Christie's -- we also looked at Exhibit 197.  
22 It's Christie's February 19th, 2020 FDF. Did she list her  
23 combined net gross income from ARI and PCCG in early 2020 as  
24 \$4,090?

1           A     Four thousand two is what I'm finding.

2           MR. PAGE:   This is 197?

3           MR. MAYO:   Exhibit 197.

4           THE WITNESS:  Oh, net.  Okay.  Well, at the top,  
5  yeah, the gross is 4,090.  I was looking at the net.  Net, \$88  
6  of deductions on there, so that's what I was looking at.

7  BY MR. MAYO:

8           Q     All right, so she has \$4,090 as her income?

9           A     Yes.

10          Q     All right.  Did she report any additional income  
11  from any of the businesses on that form?

12          A     No.

13          Q     So that comes out to about \$49,080 per year?

14          A     Yeah.

15          Q     All right.  Now, on page 2, does Christie list --  
16  state that she has -- so sorry, if you -- if you are on that  
17  document, Exhibit 197, February 2020 FDF, on page 2, does she  
18  state that she has approximately \$7,474.45 in monthly  
19  expenses?

20          A     Yes.

21          Q     Does Christie explain how -- how, if her income is  
22  four -- \$4,090, she makes up the alleged difference?

23          A     No.

24          Q     On her -- did Christie list any income from gambling

1 on her February 12th, 2019 FDF?

2 A No.

3 Q Does she list any income from gambling on her 2019  
4 FDF?

5 A No.

6 Q All right. If you could, turn to Exhibit 24 --  
7 sorry, Exhibit 204.

8 A Okay, I have it open.

9 Q All right. Are you there?

10 A Yes.

11 Q Is this Christie's September 10th, 2019 opposition  
12 to our motion to compel?

13 A Yes.

14 (Pause)

15 BY MR. MAYO:

16 Q All right. Does Christie list on here -- actually,  
17 can you -- let's see. Can you read lines two through line  
18 six, in terms of the complete sentence portion?

19 A Which page?

20 Q Page 6. Starting at line two.

21 A I -- all right, yeah, I have it. Defendant has been  
22 without significant funds. Plaintiff has -- for attorney fees  
23 and costs in this case with regard to her prior counsel,  
24 Defendant was only able to pay him \$3,500 as an initial

1     retainer by borrowing those funds from her grandmother --

2             Q     Okay.

3             A     -- because she was not able to --

4             Q     All right, that's --

5             A     -- pay as Chris --

6             Q     -- fine. That's fine. That's --

7             A     Oh, sorry.

8             Q     That's all I wanted you to do. The complete

9     sentence.

10            A     My fault.

11            Q     Okay. And then if you could --

12                 MR. MAYO: And -- and Your Honor, we just -- we

13     would move that motion into the -- into the record.

14                 THE COURT: Okay, it'll be admitted.

15                                 (PLAINTIFF'S EXHIBIT 204 ADMITTED)

16            MR. PAGE: It's already in the record as -- I mean,

17     if they make it an exhibit, yes. No objection.

18            MR. MAYO: Yeah, sorry, that's what I mean to say,

19     Fred. Admitted to -- as part of the -- the trial ex --

20     record.

21                 THE COURT: That's fine,

22            MR. PAGE: Yeah.

23                 THE COURT: -- it'll be admitted.

24            MR. MAYO: All right.



1 BY MR. MAYO:

2 Q Can you go -- David, go to Exhibit 202. It's just  
3 two down.

4 A Okay.

5 Q All right. This is a -- (indiscernible) opposition  
6 filed March 13th, 2019. All right, if you could quickly go to  
7 page 15.

8 A Okay.

9 Q All right. If you could read lines -- the -- the  
10 first sentence on -- between -- on ri -- line seven, slash,  
11 eight that starts, in response.

12 A Yeah, in res -- in response to page 22, line six,  
13 Christie is not a big gambler.

14 Q Okay.

15 A Prior to meeting David, Christie only --

16 Q That's -- that's all.

17 A -- ever played --

18 Q That's all.

19 A Okay, yep.

20 Q All right.

21 MR. MAYO: All right, mo -- move to admit, Your  
22 Honor.

23 THE CLERK: Two-oh-six (sic).

24 THE COURT: Which one?

1 THE CLERK: Two oh --  
2 MR. PAGE: No objection.  
3 MR. MAYO: All right. So let's go --  
4 THE COURT: Which number is it, 204? What did you  
5 say it was? I'm sorry, 202?  
6 MR. MAYO: It's 202.  
7 THE WITNESS: Two-oh-two.  
8 THE COURT: Okay, it'll be admitted.  
9 (PLAINTIFF'S EXHIBIT 202 ADMITTED)  
10 BY MR. MAYO:  
11 Q All right. If you could go to Christie's responses  
12 to our interrogatories, Exhibit 192.  
13 THE COURT: Any objection to the admission of the  
14 interrogatories?  
15 MR. PAGE: No.  
16 (PLAINTIFF'S EXHIBIT 192 ADMITTED)  
17 THE COURT: Do you want to just point out to me in  
18 your closing what the issue is in the interrogatories, mister  
19 -- I'm just trying to --  
20 MR. MAYO: No, that's --  
21 THE COURT: -- short cut, as opposed --  
22 MR. MAYO: No, I --  
23 THE COURT: -- to having --  
24 MR. MAYO: -- and I know you are and I'm trying to

1 -- I'm trying to help. And I'm also trying to make sure that  
2 there's enough in the record where, you know, if later on,  
3 we're trying to like, well, point out what it was that you  
4 were asking to --

5 THE COURT: Okay, well --

6 MR. MAYO: -- point out, you know.

7 THE COURT: -- I mean, is it -- you can --

8 MR. MAYO: I get it.

9 THE COURT: -- point out to me what the issue is.  
10 That's fine.

11 MR. PAGE: I -- I'm not going to object that you  
12 didn't lay a foundation for a signature or anything like that.  
13 That's fine.

14 THE COURT: Yeah, it's fine.

15 MR. MAYO: Okay. Yeah, I mean, it's a -- trying to  
16 --

17 THE COURT: I'm just trying to --

18 MR. MAYO: -- get it in --

19 THE COURT: -- move it along.

20 MR. MAYO: -- at the same time --

21 THE COURT: Keep going.

22 MR. MAYO: -- move things along.

23 THE COURT: Keep going. You're good.

24 MR. MAYO: Understood, understood, understood. Let

1 me pull it up.

2 MR. PAGE: I mean, if -- if he'd just really point  
3 out the issue so I know how to rebut with my client, that'd be  
4 good.

5 THE COURT: Yep.

6 MR. MAYO: Okay. All right. So it's her response  
7 to number 15, in regards to listing how many times she's  
8 gambled over the last 12 months and her statement that -- oh,  
9 let's see. Or I -- no, not that that one, I'm sorry. Where's  
10 the one I'm looking at? I think it's in your -- hold on.

11 MR. PAGE: It's page 11.

12 MR. MAYO: Oh, sorry. Yeah, it's Bate -- it's re --  
13 interrogatory number 14, listing all of her income -- listing  
14 all of her gambling at the time of the filing of the de -- of  
15 the complaint and her statement that she does not keep records  
16 in regards to it, in terms of what she's spent or won, and  
17 that she'd have to put that information together. My offer be  
18 -- my offer of proof being that, you know, it's -- if she's a  
19 sma -- if she's like -- you know, if she doesn't gamble very  
20 often, she shouldn't need considerable time to try to put  
21 together records to show how much she's gambled. But we can  
22 move over to the -- the response. All right.

23 BY MR. MAYO:

24 Q So if you can, David, go to Exhibit 44A. It's the

1 Cosmo records -- cosmopolitan -- Cosmopolitan records.

2 MR. PAGE: Exhibit 4?

3 MR. MAYO: Exhibit -- yeah, Exhibit 44A.

4 THE WITNESS: Okay.

5 BY MR. MAYO:

6 Q All right, this is the gambling records that we had  
7 subpoenaed with a declaration from the Cosmopolitan. The --  
8 the CT Corporation. All right. Now, David, does this  
9 document reflect Christie's spending in regards to gambling at  
10 the Cosmopolitan from 2016 through 2019?

11 MR. PAGE: I'll have to object as to foundation.

12 THE WITNESS: It's through the beginning of May --

13 MR. MAYO: Well --

14 THE WITNESS: -- of --

15 MR. MAYO: -- and that's -- and that's fine, Fred.

16 I'm trying to -- I -- I got -- I've got to to lay a

17 foundation. I -- the Judge wanted me to --

18 MR. PAGE: (Indiscernible - simultaneous speech) --

19 MR. MAYO: -- move along, but I --

20 MR. PAGE: -- my client because the records

21 (indiscernible) her.

22 THE COURT: I didn't understand what he said.

23 MR. MAYO: I'm sorry, Fred, can --

24 MR. PAGE: (Indiscernible - simultaneous speech) --

1 MR. MAYO: -- you say that again?

2 MR. PAGE: -- was (indiscernible) because  
3 (indiscernible) to her, so the objection is foundation. He  
4 doesn't know. Speculation.

5 MR. MAYO: Okay.

6 THE COURT: I'm sho -- I'm not follow --

7 MR. PAGE: (Indiscernible - simultaneous speech) --

8 MR. MAYO: Now, Dav -- David --

9 THE COURT: I guess I'm not following.

10 MR. MAYO: Well, my -- my offer of proof is that the  
11 subpoena to The Cosmopolitan was for any and all gambling  
12 records for Christie, which is specifically stated in our  
13 subpoena duces tecum. And the -- the response -- the records  
14 that we have been provided identified Christie by her -- her  
15 name, her birth -- date of birth, you know, tho -- that  
16 information.

17 THE COURT: Right.

18 MR. MAYO: And then showing the -- the records that  
19 she had related to gambling for that period of time, 2016  
20 through 2019.

21 THE COURT: Okay.

22 MR. MAYO: Okay.

23 THE COURT: So what's the issue? I guess, I'm  
24 trying to follow. What's the issue?

1 MR. MAYO: The issue is that -- well, our -- again,  
2 as we said in our PTM, our issue is in regards to the  
3 excessive amount of gambling that had been --

4 THE COURT: No, no, no, no. I understand that.

5 MR. MAYO: -- Christie had done through --

6 THE COURT: I'm talking about --

7 MR. MAYO: -- the marriage.

8 THE COURT: -- from --

9 MR. MAYO: Okay.

10 THE COURT: -- Mr. Page's perspective. What's --

11 MR. MAYO: Oh, sorry.

12 MR. PAGE: I'm sorry. What's your question, Your  
13 Honor?

14 THE COURT: Okay. What's the -- what's the issue  
15 with the documents from Cosmo? And you are objecting about  
16 foundation and, I think, something else.

17 MR. PAGE: Oh, yeah.

18 THE COURT: Speculation.

19 MR. PAGE: The objection is the records pertain to  
20 my client. If he's going to ask questions about it, he should  
21 ask her about it because she is the one who has the  
22 foundation. She is one that has the, you know, knowledge to  
23 explain what each of these things may or may not mean and why.

24 THE COURT: I see what you're saying.

1 MR. PAGE: Mister --  
2 MR. MAYO: Well, I --  
3 MR. PAGE: Mr. Stucke only can speculate.  
4 THE COURT: Okay. So -- so I guess --  
5 MR. MAYO: Well, Your Honor --  
6 THE COURT: -- the question --  
7 MR. MAYO: So hold on. But, Your Honor, but -- but  
8 I have the -- but I don't have to because these are from -- a  
9 third-party custodian of record identified to it.  
10 THE COURT: Sure.  
11 MR. MAYO: They -- they're specifically in regards  
12 to Christie. And it shows winnings and losses and --  
13 THE COURT: I understand --  
14 MR. MAYO: -- net --  
15 THE COURT: -- that.  
16 MR. MAYO: -- losses on --  
17 THE COURT: I understand --  
18 MR. MAYO: -- the record.  
19 THE COURT: -- that.  
20 MR. MAYO: So I don't --  
21 THE COURT: It depends --  
22 MR. MAYO: -- really need --  
23 THE COURT: -- upon what your --  
24 MR. MAYO: -- to ask her --



1 THE COURT: -- question is. It really depends upon  
2 what your questions are, as it relates to the documents.

3 MR. MAYO: Correct. I mean, so if we're -- if we're  
4 -- if we're mov -- moving beyond the foundational issue, I'm  
5 --

6 MR. PAGE: What --

7 MR. MAYO: -- I'm trying --

8 MR. PAGE: What percipient knowledge is he going to  
9 have as to what any of these records may or may not mean? The  
10 numbers speak for themselves. What they mean depends upon my  
11 client.

12 THE COURT: Well, what --

13 MR. MAYO: Well, no --

14 THE COURT: -- they --

15 MR. MAYO: -- mis -- I mean --

16 THE COURT: -- mean depends upon how I interpret  
17 them, right? I mean, you know, after --

18 MR. MAYO: Right.

19 THE COURT: -- your --

20 MR. PAGE: Well --

21 THE COURT: -- client --

22 MR. PAGE: -- yeah, but --

23 THE COURT: -- testifies to them and -- and -- but I  
24 don't know what his questions are, as it relates to them until

1 he asks them. So he's -- I'll let him proceed. I mean, we  
2 have -- I don't know that anybody's objected to the  
3 authenticity of the records. Sounds to me like I don't know  
4 that he would have to do anything more than ask his questions  
5 relating to those documents. If he doesn't -- if he's unable  
6 to answer them, then we'll deal with that. But I -- I would  
7 -- I -- go ahead, Mr. Mayo. Let me hear what your questions  
8 are.

9 MR. MAYO: Okay, that's fine, Your Honor.

10 THE COURT: Uh-huh.

11 MR. MAYO: I mean, your -- basically, I mean, Your  
12 Honor has said, you know, to the extent that we can move this  
13 thing along. And so my -- my approach is to show that these  
14 are records for her -- for -- for Christie in terms of her  
15 spending, showing, you know, monies in, monies out, and then  
16 showing any net losses, which the document shows. And  
17 so I really don't need to go into a lot of questions. I can.  
18 But the whole point -- I thought the whole point was to try to  
19 bypass --

20 THE COURT: Right --

21 MR. MAYO: -- you know --

22 THE COURT: -- so I mean --

23 MR. MAYO: -- save time.

24 THE COURT: -- if that's part of your argument --

1 hey, look, she's -- there's -- you know, these records show  
2 money in, money out. I mean, I can read those. I -- I've  
3 seen them plenty of times. I don't know what your client has  
4 to testify about that, other than if there's something in  
5 particular that relates to what he sees on there that he would  
6 have something --

7 MR. MAYO: He --

8 THE COURT: -- relevant to testify to. But I --  
9 otherwise, I can read the --

10 MR. MAYO: Correct, he --

11 THE COURT: -- document.

12 MR. MAYO: And that's -- that's all I'm trying to  
13 do, is I'm trying to get these documents in regards to her  
14 gambling records, which do show money in, money out, simply  
15 into the record. Your Honor, as she -- as you stated, can  
16 look at this later to -- if you have any additional questions.  
17 Or they can -- they can ask -- Fred can ask him or he can ask  
18 her about them on his case in chief. So again, I just -- I  
19 didn't want to go through each single one. I wanted to  
20 basically get them in the record. And then he can -- always  
21 go back through and explain them. But I'm -- I have -- I'm  
22 actually going to address them -- address the actual spending  
23 at a later point. I'm just trying to get the records into --

24 THE COURT: Okay, so --

1 MR. MAYO: -- in evidence.

2 THE COURT: -- basically, you're asking him if he  
3 subpoenaed the records? If you all subpoenaed --

4 MR. MAYO: No, I'm --

5 THE COURT: -- the records?

6 MR. MAYO: -- asking him if these -- I'm trying -- I  
7 just want to move the records into evidence because they are  
8 -- they show her spending for the period of time that we've  
9 asked. So we would essentially move the documents into the  
10 record.

11 THE COURT: Do you have any objection to the record  
12 being in the evidence, Mr. Page?

13 MR. PAGE: No objection.

14 THE COURT: Okay --

15 THE CLERK: Forty-four?

16 THE COURT: -- they'll be admitted.

17 (PLAINTIFF'S EXHIBIT 44A ADMITTED)

18 THE CLERK: Forty-four?

19 MR. MAYO: Okay.

20 THE COURT: Okay. The number's 44.

21 MR. MAYO: Now, could --

22 THE COURT: Is that right?

23 MR. MAYO: It's ex -- it's Exhibit 44A. There is a  
24 second subpoena that we sent out, Exhibit 44B, which just

1 updates the subpoena. We would --

2 THE COURT: Just both --

3 MR. MAYO: -- you know, request --

4 THE COURT: -- of those?

5 MR. MAYO: -- to have that --

6 THE COURT: Any objection, Mr. Page?

7 MR. PAGE: No objection.

8 THE COURT: Okay, thank you. Both will be admitted.

9 (PLAINTIFF'S EXHIBIT 44B ADMITTED)

10 MR. MAYO: Okay.

11 BY MR. MAYO:

12 Q All right. Now, David, if you could, on 44B, just  
13 briefly look at exhibi -- Bates 6406.

14 A Forty-four B -- B?

15 Q Yeah, 44B.

16 A Okay.

17 Q All right. Now, on this document, it shows the  
18 transaction letter -- ledger from May 2019 through July 31st,  
19 2020 for Christie. Does it show cash in at the casino?

20 A Yes, these are casino cage transactions.

21 Q All right. And does it show cash out?

22 A Yes.

23 Q Okay. All right, let's look at exhibit -- Exhibit  
24 46A. That should be the -- the first responses to our

1 Silverton -- the hotel and casino subpoena.

2 A Okay.

3 Q All right. And then we have an affidavit of  
4 custodian of records from the Silverton in response to our  
5 subpoena regarding gambling records for -- for Christie. All  
6 right. Now, does this reflect gambling activity for Christie  
7 for 2019 through June 2019? Sorry, January 2019 through June  
8 2019?

9 A The dates on it. It's --

10 Q It do -- it does show it for prior years, but --

11 A Yeah, it's --

12 Q -- does it --

13 A -- through --

14 Q -- show it for --

15 A -- the beginning of May, not June. May 6th, I  
16 believe.

17 Q My apologies, May 6th. Okay. It does include 2016  
18 through 2019, but I'm just -- I'm interested in 2019.

19 A Right.

20 Q Okay. All right.

21 (Pause)

22 BY MR. MAYO:

23 Q All right. Can you turn to, briefly, Bates 3227?

24 A Okay, I have it.

1 Q All right. On here, does it show transactions for  
2 2019?

3 A Yeah, these are each machine that she sat at and how  
4 long -- or maybe it's a trip. Let's see, is it a trip? Oh,  
5 this looks like it's a trip summary, so every visit --  
6 consecutive days of visits.

7 Q Okay. Does it have totals in and totals out for the  
8 times --

9 A Yep.

10 Q -- listed? Okay.

11 A Yes.

12 Q Okay.

13 (Pause)

14 BY MR. MAYO:

15 Q Now, let's see. Let's go to 46B, which is a second  
16 set of responses from Silverton.

17 MR. MAYO: We would just move 46A into the record,  
18 Your Honor.

19 THE COURT: Okay. Any objection?

20 MR. PAGE: I would -- what was the -- a good part of  
21 the state -- of the exhibit is not legible. But to the extent  
22 that it's legible, I don't have an objection. But there's --

23 THE COURT: Okay.

24 MR. PAGE: -- stuff in here that --

1 THE COURT: Well, if there's --  
2 MR. PAGE: -- I can't read --  
3 THE COURT: -- noth -- if I --  
4 MR. PAGE: -- (indiscernible - simultaneous speech)  
5 --  
6 THE COURT: -- can't rely on it, there's --  
7 MR. MAYO: Well --  
8 THE COURT: -- really not a whole -- I mean, okay.  
9 MR. MAYO: I -- I would say -- Your Honor, I would  
10 say that we did previously disclose them. We disclosed them  
11 in electronic form. And so, you know, they did have them. I  
12 mean, Christie -- Christie had them and --  
13 THE COURT: I mean --  
14 MR. MAYO: -- they are legible.  
15 THE COURT: -- that's fine. I mean --  
16 MR. MAYO: But we have --  
17 THE COURT: -- they are what --  
18 MR. MAYO: -- to try to --  
19 THE COURT: -- they are.  
20 MR. MAYO: -- put them -- they're Excel. We have to  
21 try to put them in a PDF to be able to physically give them.  
22 THE COURT: No, I understand that. I mean, they'll  
23 be admitted.  
24 (PLAINTIFF'S EXHIBIT 46A ADMITTED)



1 THE COURT: I mean, what I can't see or rely upon,  
2 that's the way it is what it is. So --

3 MR. MAYO: Understood.

4 MR. PAGE: All right.

5 THE COURT: -- I mean, nobody's saying it's  
6 inauthentic. Nobody's saying that -- you know, no. I'll --  
7 it -- it comes in. And if I can't rely on something because I  
8 can't read it, that's life.

9 MR. PAGE: Okay.

10 MR. MAYO: Understood.

11 THE COURT: Okay.

12 BY MR. MAYO:

13 Q All right. So we have 46B. Are you there, David?

14 A Yes. I lo -- I think so. Hold on. I just lost it.  
15 Give me a second. Okay, yeah, I have it.

16 Q Okay. And you -- all right. Now, can you turn to  
17 Bates 5338?

18 A Yeah. Oh, yes, I have it.

19 Q Okay. And does this show dollars in, dollars out  
20 and win or loss for May of --

21 A Yes.

22 Q -- 2019 --

23 A Yeah, it --

24 Q -- through July of 2020?

1           A     Well, the page that I'm looking at is at -- you said  
2 5338. This is showing May 6th to the end of the year.

3           Q     Right. And --

4           A     (Indiscernible - simultaneous speech) --

5           Q     -- if you go to the next page, does it go through  
6 July of 2020?

7           A     Yes, it does.

8           Q     Okay.

9           (Pause)

10 BY MR. MAYO:

11          Q     Now, on these records that we're looking at -- same  
12 as 46A, so dollars in, dollars out. Does it show in terms of  
13 win/loss and it shows the net amount in terms of --

14          A     Yeah, under adjusted win/loss, it --

15          Q     -- (indiscernible - simultaneous speech)?

16          A     -- shows the net. Yeah, adjusted win/loss is the  
17 net.

18          Q     Okay. All right. Let's go to -- yeah, 46B. Let's  
19 go -- let's go to Tropicana records. We're almost done with  
20 the records. It'd be Exhibit 48A.

21               MR. MAYO: And, Your Honor, we move 46B into the  
22 record.

23               THE COURT: Okay, it'll be admitted.

24                               (PLAINTIFF'S EXHIBIT 46B ADMITTED)

1 THE WITNESS: I have it open.

2 BY MR. MAYO:

3 Q All right. Are you at 48, David?

4 A Yes.

5 Q Okay. Are these subpoena responses we received from  
6 Tropicana related to Christie's gambling at that -- well, at  
7 that establishment?

8 A Yes.

9 Q All right. Now, on Bates 3281 -- all right. Does  
10 it show wins and losses related to --

11 A Yes.

12 Q -- monies in, monies out?

13 A Until -- from January 1st to May 15th, it shows  
14 \$10,055 net loss.

15 MR. MAYO: All right. Your Honor, we move 48A, and  
16 then go to 48B, which should be the last casino subpoena.

17 THE COURT: Okay. Do you object to 48A or B,  
18 Mr. Page?

19 MR. PAGE: No objection.

20 THE COURT: Okay.

21 (PLAINTIFF'S EXHIBIT 48A and 48B ADMITTED)

22 BY MR. MAYO:

23 Q Are you there, David?

24 A Yes.

1 Q Okay. All right. Now, on -- starting on Bates  
2 5348, does it show --  
3 A Okay.  
4 Q -- coin in, coin out --  
5 A Yeah, by month.  
6 Q -- for the months listed on this -- in this report?  
7 A Yes.  
8 Q Does that -- does that go through March 2020?  
9 A Yes.  
10 Q Okay. All right.  
11 MR. MAYO: All right, now we move to admit 48B, Your  
12 Honor.  
13 THE COURT: I already -- he already said it was  
14 fine.  
15 MR. MAYO: Okay, thank you.  
16 THE COURT: Uh-huh.  
17 BY MR. MAYO:  
18 Q Now, David, part of 20 ni -- '20, were casinos  
19 closed here in Las Vegas?  
20 A Yes, almost -- almost three months. Three months  
21 minus a few days.  
22 Q Okay. Now, do you rec -- did you review these  
23 records that we discussed related to dates that she -- that  
24 indicate she was gambling?

1 A Yes.

2 Q All right. Did you compare them against Wells Fargo  
3 statements that Christie has?

4 A Yes.

5 Q All right. Did you find any ATM withdrawals  
6 corresponding with dates that she was at these casinos  
7 gambling?

8 A Yes, quite a few.

9 (Pause)

10 BY MR. MAYO:

11 Q Okay, let's move on.

12 (Pause)

13 THE COURT: I'm missing that (indiscernible).

14 MR. MAYO: Let me -- I've got one issue I'll come  
15 back to -- move on. Let's see.

16 BY MR. MAYO:

17 Q Okay, if we can -- all right. Now let's look at the  
18 business financials. Can you go to Exhibit 22?

19 A Okay, I have it open.

20 Q Okay. Now, what is this document?

21 A That's the general ledger for the QuickBooks files  
22 that I made with her bank statements.

23 Q All right. Now, well, you said based on bank  
24 statements. What bank statements?

1           A     The bank statements that we subpoenaed.

2           Q     Okay. On the top left of this, does it indicate a  
3 Wells Fargo statement -- I mean, bank account?

4           A     The one I have doesn't have it.

5           Q     If you look at Bates 5670.

6           A     Okay. Oh, yeah, 1401.

7           Q     Okay. Is that the bank account -- business bank  
8 account for ActionRAD Solutions?

9           A     Yes.

10          Q     Okay. Now, what period of time does this ledger  
11 cover?

12          A     This is all -- all of 2019.

13          Q     Okay, and did this information come directly from  
14 the information provided in the bank statement?

15          A     Yes.

16          Q     All right.

17               MR. MAYO: Your Honor, we move to admit Exhibit 22  
18 as a summary of the ActionRAD bank account ending in four --  
19 one -- 1401.

20               MR. PAGE: Objection --

21               THE DEFENDANT: This isn't his creation.

22               MR. PAGE: Objection, foundation, speculation. He  
23 is not -- he is not the one that created this. If Your Honor  
24 may recall, she had the documents on his -- he -- she had her

1 financial records on a server. That server was subsequently  
2 wiped clean by Mr. Stucke. And then now, he's claiming that  
3 the -- apparently, the server wasn't wiped clean and that he  
4 had somehow inputted (sic) all of the data from this  
5 particular bank account back in there. So I would like to  
6 hear some foundation as to how he was able to do that from a  
7 server that he claimed that was wiped clean.

8 THE COURT: Okay, so I'll sustain the foundation --

9 MR. MAYO: David --

10 THE COURT: -- objection.

11 MR. MAYO: David -- let me lay the foundation.

12 BY MR. MAYO:

13 Q David, how did you -- how did you go about inputting  
14 this information into this ledger?

15 A I went through the bank statements.

16 Q Okay. That's what you previously testified to,  
17 right?

18 A Every -- yeah, every -- every transaction.

19 Q All right. And you were out of the home in 2019?  
20 You were living separate from Christie?

21 A Well, ye -- end of 2018.

22 Q Correct. So you weren't living with her in 2019.

23 A Right. Right.

24 Q Okay. So this --

1 A So it couldn't --

2 Q -- is based --

3 A -- have been on the serv --

4 Q -- on you -- this is based on you actually going  
5 through each bank statement and inputting information related  
6 to --

7 A Yes.

8 Q -- each transaction?

9 A Many hours.

10 THE COURT: And you're saying bank statements  
11 produce post the -- his relocation?

12 MR. MAYO: Correct. It's the Wells Far -- it's  
13 based on the Wells Fargo -- as we have at the top left, Wells  
14 Fargo account ending in 1401 for ActionRAD Solutions,  
15 essentially the 2019 calendar year.

16 THE COURT: Okay. And he utilized bank statements.  
17 I don't have --

18 MR. MAYO: Correct, and that's --

19 THE COURT: I don't have --

20 MR. MAYO: And that was --

21 THE COURT: -- a problem with that.

22 MR. MAYO: -- disclosed. It's hi -- it's the  
23 ActionRAD --

24 THE COURT: And the bank statements --



1 MR. MAYO: -- account statement.

2 THE COURT: -- are part of the -- part of the ac --  
3 exhibits as well, so we could cross reference --

4 MR. MAYO: They are --

5 THE COURT: -- them?

6 MR. MAYO: -- and they were also previously  
7 disclosed, obviously.

8 THE COURT: Understood. But I mean, if I were to --

9 MR. PAGE: (Indiscernible - simultaneous speech) --

10 THE COURT: -- if I were to -- hold on. But if I  
11 needed to look at the bank statements to cross reference  
12 information, it would be in the bank statements? They're  
13 exhibits that are --

14 MR. MAYO: Yes, I --

15 THE COURT: -- ultimately going to be admitted?

16 THE COURT: Yeah, I can -- I ca -- it should be the  
17 -- the bank statements should be early on in the exhibit list.  
18 If your -- Your Honor wants, I can actually locate that --  
19 iden -- identify that one. But it's -- they do have search  
20 words in there. I don't -- let me see if I can look it up  
21 real quick.

22 THE COURT: Well, I'm going to overrule the  
23 objection and allow the summary in.

24 (PLAINTIFF'S EXHIBIT 22 ADMITTED)

1 THE COURT: And then -- and then the -- if you're  
2 going to admit the bank statements, then that would make the  
3 most sense in case -- so that I can -- or maybe Mr. Page  
4 intends to.

5 MR. MAYO: Let me -- all right.

6 BY MR. MAYO:

7 Q So, David, can you look at the Exhibit 26?

8 MR. PAGE: I'm sorry, is -- is 20 -- 22 still out?

9 MR. MAYO: No, that was admitted, so we're moving on  
10 --

11 MR. PAGE: (Indiscernible - simultaneous speech) --

12 MR. MAYO: -- to 26.

13 MR. PAGE: The -- for a summary to come in, the  
14 online bank accounts have to be admitted.

15 THE COURT: Well, that's what he's going to do right  
16 now. That's what I'm saying.

17 MR. MAYO: Actually -- actually, they don't. Under  
18 the rule, they have to --

19 THE COURT: No.

20 MR. MAYO: -- be provided to the opposing party --

21 THE COURT: Right, but that's --

22 MR. MAYO: -- which we --

23 THE COURT: -- what you're going to --

24 MR. MAYO: -- did way --

1 THE COURT: -- do right now.

2 MR. MAYO: -- back when we subpoenaed them.

3 THE COURT: Correct, the summary can be created  
4 based upon a voluminous amount of exhibits, so to make so --  
5 certain that the Court does not have to go through every  
6 single one. But you're going to admit them anyway. I'd  
7 prefer to have them, so go through them. Or --

8 MR. MAYO: Okay.

9 THE COURT: -- so Exhibit 26?

10 MR. MAYO: Correct, Your Honor.

11 BY MR. MAYO:

12 Q So, David, are you looking at Exhibit 26?

13 A Yes.

14 Q And do you recognize this document?

15 A Yes.

16 Q All right. What do you recognize it to be?

17 A It's the general ledger for Atomic Radiology. It  
18 says December 31st, but we closed the business earlier in the  
19 year. There were some --

20 Q All right, this is --

21 A -- stray transactions that --

22 Q -- for the --

23 A -- we got.

24 Q This is for the account, though, correct?

1           A     For the account, yes.

2           Q     Okay.

3           THE COURT: But those aren't the bank statements.

4           THE DEFENDANT: No, this doesn't have it. This is

5 the one prior --

6           MR. MAYO: Say it again?

7           THE COURT: That's not the bank statement. I

8 thought you were going to the bank statement. He's -- you

9 said he summarized the bank statements?

10          MR. MAYO: Oh, are you still in Exhibit 22?

11          THE COURT: You did a summary, correct? You --

12          MR. MAYO: Right.

13          THE COURT: And --

14          MR. MAYO: Correct.

15          THE COURT: And are there bank statements that are

16 part of the exhibits that relate to the summary?

17          MR. MAYO: Okay, they -- hold on, let me -- let me

18 go to them. Give me one second, Your Honor.

19          (Pause)

20          MR. MAYO: Court's indulgence, one second, Your

21 Honor.

22          (Pause)

23          MR. PAGE: Which one are you on so that I

24 (indiscernible - simultaneous speech) --

1 MR. MAYO: All right, Your Honor. Let me -- let me  
2 pull it up.

3 (COUNSEL AND CLIENT CONFER BRIEFLY)

4 MR. MAYO: All right, I think -- it should be ex --  
5 I believe it's Exhibit 34.

6 THE COURT: Okay.

7 MR. MAYO: No, I -- my apologies, Exhibit 12A.

8 THE COURT: Which one is it, 12A?

9 MR. MAYO: Twel -- 12A. They're basically,  
10 documents we obtained through subpoenas, and there's two sets.  
11 There should be 12A and 12C, subpoena responses from Wells  
12 Fargo Bank.

13 THE COURT: Okay. Any objection to those being  
14 admitted? I mean, they don't have to be. But under the rule,  
15 the Court can order that they be made available for  
16 examination or copying. Judge may order originals be produced  
17 in court. I mean, I -- I mean, look, at the end of the day,  
18 if those are the documents that he utilized, I would -- it  
19 would be nice if I could cross reference with them in case --

20 MR. PAGE: Yeah, there's --

21 THE COURT: -- I need to.

22 MR. PAGE: -- some particular issues with this  
23 purported general ledger that he has. I'm not going to object  
24 to Exhibit 12A. I think the general --

1 THE COURT: Twelve A and C.

2 MR. PAGE: -- ledger -- they -- yeah, 12A and B that  
3 have -- that he cobbled together. There's some serious  
4 concerns as to what he claims that he has done.

5 MR. MAYO: Well, you can always -- the -- she -- you  
6 can always cross examine him in regards to --

7 THE COURT: Sure.

8 MR. MAYO: -- any questions you have --

9 THE COURT: Right. So --

10 MR. MAYO: -- or issues --

11 THE COURT: -- basically --

12 MR. MAYO: -- on the --

13 MR. PAGE: Yeah.

14 THE COURT: -- look. Whether --

15 MR. MAYO: -- ledger.

16 THE COURT: The accuracy is a different story. The  
17 document itself can be created, and you can cross examine on  
18 whether you agree with the content and why it's not accurate.  
19 That's a different story. That doesn't mean it doesn't get  
20 admitted. So the question being, from my point of view  
21 currently, Mr. Mayo, is 12A, B, and C, are those all three  
22 exhibits utilized for -- by him to prepare the summary, yes or  
23 no?

24 MR. MAYO: Well --

1 THE COURT: Were --

2 MR. MAYO: -- A, B, and C correct, Your Honor.

3 THE COURT: Twelve A, B, and C. And you have no  
4 problem with those being admitted, correct, Mr. Page? Those  
5 are --

6 MR. PAGE: Correct. I believe they're a business  
7 record.

8 THE COURT: Correct, those are the business -- those  
9 are the business records. All right, so I'll let those in.

10 (PLAINTIFF'S EXHIBITS 12A, 12B, and 12C ADMITTED)

11 THE COURT: So now, the next one you were going to,  
12 Mr. Mayo?

13 MR. MAYO: Yes, Your Honor.

14 BY MR. MAYO:

15 Q So it's Exhibit 29. Are you there, David?

16 A I will reopen it. Just a --

17 THE COURT: Twenty-nine?

18 THE WITNESS: -- second.

19 THE COURT: I don't think that was the exhibit. Oh,  
20 okay.

21 THE WITNESS: Oh, yeah, that's not what you were  
22 doing. You were doing --

23 THE COURT: Twenty-six, I think.

24 THE WITNESS: -- twenty-two.

1 THE COURT: Twenty-two?

2 THE WITNESS: Or 20 -- or whatever, yeah.

3 MR. MAYO: I -- I finished twen -- I finished 26,  
4 and I moved on to 29. And then you wanted me to get the --  
5 the actual documents that 26 is based on, so we went to the  
6 Wells Fargo statements.

7 THE COURT: Twenty-six (indiscernible - simultaneous  
8 speech) --

9 THE WITNESS: Okay, so I'm opening 29.

10 THE COURT: Nope.

11 MR. MAYO: Okay.

12 THE COURT: So when you say -- all right. My  
13 goodness. All right.

14 MR. MAYO: Sorry, go ahead. Go ahead, Your Honor.

15 THE COURT: So the -- the general ledger, which is  
16 26, is that what you're saying, is the document you --

17 MR. MAYO: Correct.

18 THE COURT: -- that he prepared based upon the bank  
19 statements, correct?

20 MR. MAYO: Correct.

21 THE COURT: Okay.

22 MR. MAYO: He literally went through each one and --

23 THE COURT: All right.

24 MR. MAYO: -- recreated the entry for each one like



1 you would in a typical QuickBooks file.

2 THE COURT: All right. So we're -- we -- I admitted  
3 that document as a summary and required you to produce to me  
4 the others, which are 12A, B, and C. And now you're moving on  
5 to the next, and that is 29.

6 MR. MAYO: Correct. It's the -- it's the ledger for  
7 another company.

8 THE COURT: Okay.

9 MR. MAYO: But that -- those documents -- that --  
10 the documents it's based on, we just discussed, 12A through  
11 12C.

12 THE COURT: All right. PC --

13 MR. MAYO: Okay.

14 THE COURT: Wait a minute. But Exhibit 29, which is  
15 labeled as PCCG general ledger, that's a different ledger.

16 MR. MAYO: That --

17 THE COURT: Are they based upon the same, 12A, B,  
18 and C?

19 MR. MAYO: Yes, but different bu -- different  
20 business account -- different --

21 THE COURT: Okay.

22 MR. MAYO: -- business accounts.

23 THE COURT: All right, I got it.

24 MR. MAYO: Okay.

1 THE COURT: Go ahead.

2 BY MR. MAYO:

3 Q All right. So -- sorry, let me make sure I have the  
4 -- the right document up. Twenty-nine, okay. So, David, you  
5 sa -- did you say you recognize this document?

6 A Yes.

7 Q Okay. And is it an account ledger for PCCG, Wells  
8 Fargo --

9 A Yes.

10 Q -- account? Okay. Hold on, let's see.

11 (Pause)

12 BY MR. MAYO:

13 Q All right. And did you utilize the bank statements  
14 for purposes of entering the information onto this QuickBooks  
15 ledger?

16 A Yes.

17 Q All right. And what period of time does this cover?

18 A This is all of 2019.

19 (Pause)

20 BY MR. MAYO:

21 Q All right.

22 (COUNSEL CONFER BRIEFLY)

23 BY MR. MAYO:

24 Q All right, now are there -- for PCCG, it shows -- if

1 you go to -- is the Wells Fargo account for the -- for that  
2 business, a Wells Fargo ending in 9517?

3 A Yes.

4 Q Okay. Now, is account 1401, the one we spoke about  
5 a few minutes ago, is that related to this entity?

6 A Yeah, they're essentially the same company. The  
7 PCCG is from customers that she had previously with a  
8 different partner. And she didn't want to have to rewrite  
9 contracts, so she kept them under the old company name.

10 Q Okay. Now, did you -- well, actually, I'll come  
11 back to that. Let me move on. Okay. All right. And so you  
12 created this yourself?

13 A Yes.

14 MR. MAYO: We'd move to admit, Your Honor.

15 THE COURT: Okay. Again, same thing. I'll admit it  
16 with the understanding it was created by those documents -- or  
17 with those documents as being back up.

18 (PLAINTIFF'S EXHIBIT 29 ADMITTED)

19 THE COURT: Mr. Page, you can obviously cross  
20 examine him as to content. So that'll be admitted as a  
21 summary --

22 MR. MAYO: And you know --

23 THE COURT: -- under Rule NRS 52. What's that?

24 MR. MAYO: And I apologize, Your Honor. I think I

1 didn't -- I think I started to and I didn't get to Exhibit 26,  
2 which is Atomic Radiology 2019 general ledger. So my  
3 apologies. So we -- I addressed Exhibit 22 and 29. I -- I  
4 stepped over 26.

5 MR. PAGE: (Indiscernible) --

6 MR. MAYO: Did it --

7 THE COURT: No. I think I said I would admit it  
8 from the -- when you started on that.

9 MR. MAYO: Okay. It's esse -- it's -- I -- I  
10 represent it's David's actual creation of a summary for the  
11 transactions related to Atomic Radiology --

12 THE COURT: Right, he -- he testified to that.

13 MR. MAYO: -- for 2019 --

14 THE WITNESS: Correct.

15 MR. MAYO: -- with the account information listed --

16 THE COURT: Yeah.

17 MR. MAYO: -- on the --

18 THE COURT: He --

19 MR. MAYO: -- the ledger.

20 THE COURT: He testified --

21 MR. MAYO: All right.

22 THE COURT: -- to that. That -- that's fine.

23 (PLAINTIFF'S EXHIBIT 26 ADMITTED)

24 MR. MAYO: Okay.

1           MR. PAGE: Well, I -- I appreciate what you're doing  
2 here in an attempt to move us along. But if we take a look  
3 here like (indiscernible) page 36, if we see and look at page  
4 36, it gives balances on the far righthand column. We can't  
5 even tell what that correlates to. I think that's meaningful  
6 information that we're denied being able to analyze and you're  
7 being able to deny -- denied being able to analyze because  
8 there's no way to meld the two together because they didn't  
9 make their Excel spreadsheet or QuickBooks spreadsheet,  
10 whatever the case may be, small enough to fit on one -- one  
11 page.

12           THE COURT: Okay, but that's a -- but that's --

13           MR. MAYO: And so the --

14           THE COURT: But that's related to whether it's a  
15 credible -- credible information or information that's  
16 worthwhile to me, not whether it should be admitted. Do you  
17 understand? So if you --

18           MR. PAGE: I --

19           THE COURT: -- argue that, hey, look --

20           MR. PAGE: I understand.

21           THE COURT: -- there's really nothing here for you,  
22 that's fine. I mean, if it do -- if it doesn't provide me any  
23 information, then fine. But it doesn't --

24           MR. PAGE: Okay.

1 THE COURT: -- mean it can't be admitted. Does that  
2 ma -- I mean, there's --

3 MR. PAGE: That'll work.

4 THE COURT: -- a difference.

5 MR. PAGE: We're on the same page, then.

6 THE COURT: Okay. Okay.

7 MR. MAYO: So I think the one you -- I would think  
8 the one -- so actually, if you look at Atomic Radiology, 26,  
9 everything is on each individual page. I believe Fred is  
10 talking about 29. Is that correct, Fred?

11 MR. PAGE: Yes.

12 MR. MAYO: Okay. And on Exhibit 29, let me -- let  
13 me pull that up real quick.

14 THE COURT: Yeah, I -- I see the balances are on the  
15 -- like, at the end of the document, 35, 36 through --

16 MR. MAYO: So this was originally -- and I know. It  
17 was originally provided with Excel. If -- but then we  
18 couldn't do the Excel with Your Honor because it's -- it's a  
19 -- it's a live program, right? We don't give anything as an  
20 exhibit that can be manipulated as an Excel. If it's PDF, it  
21 isn't. So the problem is trying to get this information  
22 across in Excel. It's dif -- it's difficult because you can't  
23 -- you try to convert to PDF and --

24 THE COURT: I understand.

1 MR. MAYO: -- does this. And we try to do  
2 everything we can.

3 THE COURT: I understand. I see how it's -- I see  
4 how it's created.

5 MR. MAYO: Okay.

6 THE COURT: Okay.

7 MR. MAYO: All right.

8 DIRECT EXAMINATION CONTINUED

9 BY MR. MAYO:

10 Q So now, in regards to -- let's see. All right. So  
11 go to -- David, if you could go to Exhibit 27.

12 A Okay.

13 Q All right. And do you recognize this document?

14 A Yes.

15 Q All right. And what do you recognize it to be?

16 A It's a summary of all the accounts together, I  
17 believe. Let's see here. Yeah, it sa -- it's a document --  
18 it has all the companies separate. And it's like -- it's a  
19 P&L for each of them.

20 Q Okay. Now, so it's a P&L -- so it's ActionRAD  
21 Solutions profit and loss, January through December of 2019,  
22 same thing for Atomic Radiology, and then for PCCG; is that  
23 correct?

24 A Yeah. And there was also -- Christie's personal

1 checking is in there, too, because she has business expenses  
2 in there as well.

3 Q All right. So that's -- that's the -- that's the  
4 bottom one.

5 A Right.

6 Q Okay. So now, in terms of ActionRAD profit and  
7 loss, it says business checking ending in 1401 and then  
8 business savings ending in 9517. What is the information in  
9 this?

10 A Well, it shows her total deposits -- the businesses'  
11 income on the top. And where it says net owner income would  
12 be the income after what I would count as business expenses.  
13 The majority of her expenses are personal, which puts it at a  
14 negative because she transfers money to other accounts.  
15 That's how it's negative. But it balances --

16 Q Okay. Now --

17 A -- between the accounts as well.

18 Q What is -- what is this ba -- the information here,  
19 what was this based on?

20 A The bank statements. The same as the -- it was  
21 created on the same file that made the general ledger.

22 Q Okay. All right.

23 MR. PAGE: Your Honor, I'm --

24 MR. MAYO: And on it, you say --



1 MR. PAGE: -- going to object --

2 MR. MAYO: -- you say --

3 MR. PAGE: I have to object to the testimony. He's  
4 not an expert. He's not qualified to be an expert. He's --

5 MR. MAYO: Your Honor, he -- he doesn't have to be.  
6 It's -- he has -- in terms of placing, he just basically takes  
7 the information from the bank statements, puts it in based on  
8 the definitions titled in the bank statements. So if it says  
9 -- it says Walmart, the charge on Walmart for January 1st of  
10 2019, he classifies that and places it on there and puts the  
11 amount. And then in terms of Excel spreadsheet, it calculates  
12 the total amount for each transaction.

13 So he doesn't have to be qualified as any kind of  
14 expert to look at the bank statements, put the information  
15 into an Excel sheet, and then have that create a profit and  
16 loss. It's -- I mean, I couldn't do it. But you know, a guy  
17 who has a PhD in physics, I think he's capable of doing it.  
18 And the bank statements would reflect whether or not he did it  
19 accurately. So I think it's sufficient for purposes of --

20 THE COURT: I mean, he's --

21 MR. MAYO: -- being admissible as --

22 THE COURT: -- allowed to create a --

23 MR. MAYO: -- a summary.

24 THE COURT: Again, he's creating a summary. Whether

1 it's accurate is for me to decide. And whether it's --

2 MR. MAYO: I understand.

3 THE COURT: -- credible for purposes of whatever  
4 he's attempting it to demonstrate is for me to decide. And so  
5 again, it's one of those things where a summary is allowed to  
6 be prepared of the information that's voluminous. What it --  
7 how credible it is or what weight I give it is a different  
8 story. So it doesn't mean it's accurate, it doesn't mean it  
9 ca -- you can't point out flaws, it doesn't mean you -- you  
10 know, can't make your argument, Mr. Page.

11 So I will -- I'll -- I mean, from -- from that  
12 perspective, the documents can come in. What it says is a  
13 different -- is different. And that's for me to determine,  
14 whether it has value for purposes of his position in this case  
15 and division of assets and debts. And you have -- you'll have  
16 every opportunity to ask him questions about it.

17 MR. MAYO: Okay. Let me --

18 MR. PAGE: I (indiscernible - simultaneous speech)  
19 --

20 MR. MAYO: -- (indiscernible - simultaneous speech)  
21 --

22 MR. PAGE: -- he's not a CPA, he's not an  
23 accountant, he's not really qualified to make those quo --  
24 those classifications. If he's not qualified to make those

1 classifications, then we're kind of --

2 THE COURT: I --

3 MR. PAGE: -- spinning our wheels here.

4 THE COURT: Well, I mean --

5 MR. MAYO: I --

6 THE COURT: Again, he's creating -- he's -- I don't  
7 know yet because I haven't been able to look at the documents.  
8 He's saying, I created a summary, I took this information, I  
9 plugged it in here, this is my summary. Whether I give his  
10 summary any weight is up to me once I actually look at the  
11 summary. But at this juncture, all he's doing is laying the  
12 foundation for how he created it. And again, qualified? I  
13 don't know. I don't know what his summary shows. I mean --

14 MR. MAYO: I was about --

15 THE COURT: -- a lot of business --

16 MR. MAYO: -- to actually get into -- because --

17 THE COURT: A lot of business owners plug in that  
18 information into their, you know, QuickBooks or whatever.  
19 Whether it's accurate and whether the Court can rely upon it,  
20 that's a different story. So it doesn't mean that the summary  
21 itself cannot come in.

22 That's my point. It's what weight I give it is the  
23 -- is the issue. So that's why I'm looking for the additional  
24 backup information, so that if I have to look at it to

1 question what was put in there. I mean, look, I -- you know,  
2 I -- I can ultimately evaluate all that information, so.

3 MR. MAYO: Understood.

4 THE COURT: Okay.

5 DIRECT EXAMINATION CONTINUED

6 BY MR. MAYO:

7 Q All right. So, David, looking at the ActionRAD's  
8 profit -- profit and loss, so you have on here listed in terms  
9 of income -- business income. How did you make a  
10 determination in regards to business income?

11 A Well, I mean, the deposits are -- are business  
12 revenues. And then you just look at each of the transactions  
13 to see if it's a reasonable chance it being a business  
14 expense. If there's any doubt, I tried to give the benefit of  
15 the doubt that it's a --

16 Q All right.

17 A -- business expense.

18 Q So now, did you take into consideration any  
19 transfers between accounts?

20 A Yes.

21 Q All right.

22 A That's --

23 Q And there was --

24 A Yes.

1 Q Hold on. Hold on. Yes, okay. And were you careful  
2 not to double-dip in regards to the monies coming in from one  
3 business and then going out to another account?

4 A Yes, absolutely. They balance. It took quite some  
5 work, but it's balanced.

6 Q Okay. So now, you have -- you talked about  
7 expenses. So you have bank fees, overdraft fees on here. You  
8 have computer expenses, web hosting, remote PC sign up. You  
9 consider those business in nature?

10 A Yes.

11 Q Doctor payments, dues and subscriptions, direct pay  
12 fees, swift.com, office expenses, you would considered those  
13 business in nature?

14 A Yes.

15 Q Okay. And these business -- at -- for this -- for  
16 the businesses, what kind of overhead are we talking about?  
17 What is -- what is essentially (indiscernible - simultaneous  
18 speech) --

19 A So for these --

20 Q -- business expense?

21 A -- it's -- web hosting is the majority of her  
22 expenses. I mean, she has to pay doctors, you know, some --  
23 some money sometimes, too. But it's mostly web hosting,  
24 technical things. It's all computer -- computer stuff for the

1 software business. Sometimes she'll pay programmers as well.

2 Q Okay. So you consider -- I mean, do you ha --  
3 knowing -- I mean, being involved in the businesses and having  
4 reviewed the -- the bank statements, do you consider this a  
5 high or low overhead business?

6 A It's -- it's very low. Atomic Radiology is a higher  
7 overhead, but the -- the software is pretty low.

8 Q Okay. Now, in regards to -- below it, you have  
9 listed coming from the business account, payment for car  
10 payments, gasoline, insurance, repairs, and maintenance.  
11 Where are the customers for ActionRAD located?

12 A They're all over the place. Not Las Vegas, but  
13 everywhere else.

14 Q Okay. And is there any traveling in town related to  
15 business?

16 A No.

17 Q Then you have on here bank fees and personal  
18 transactions, casino-related ATM and overdraft fees. You have  
19 listed in terms of clothing, Dollar Tree, groceries,  
20 Albertsons, Smiths, Targets, Walmarts, Home Depot, Kangaroo  
21 Kids Indoor Playground, Lake Powell Marina, liquor store,  
22 medical, Montgomery Ward, Maule mortgage, Phantom Fireworks,  
23 restaurants, Spirit of Halloween, utilities for the home,  
24 movie theaters, things of that nature. Do you consider those