

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 82723

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DAVID PATRICK STUCKE  
Appellant

And

CHRISTIE LEEANN STUCKE  
Respondent

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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 9

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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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DATED this 22nd day of October 2021.



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1 divisible and it needs to be divided in half based upon the --  
2 if it's all been acquired during the community, it doesn't  
3 matter what the value is. It is what it is. And --

4 MR. PAGE: It -- it is what it --

5 THE COURT: But --

6 MR. PAGE: -- is, but his -- him trying to claim  
7 that -- saying the monies for Birkland are separate property  
8 or monies from Grandview are separate --

9 THE COURT: That's a --

10 MR. PAGE: -- property --

11 THE COURT: -- different story.

12 MR. PAGE: -- are sim -- are simply not supported by  
13 the -- the evidence and the testimony.

14 THE COURT: But that's a different story. Don't you  
15 agree, Mr. Page? (Indiscernible - simultaneous speech) --

16 MR. MAYO: I -- I agree. I agree. I -- I said like  
17 a minute ago, I'm not holding Fred to that -- as to client's  
18 representation. I'm not -- by him -- by admitting it, we're  
19 not saying that's by -- Fred would stipulate to that. I get  
20 that he's not. We're simply saying it's my client's  
21 representation. It's not -- the Court gives it weight, and  
22 the Court looks at the evidence, whether or not it's true or  
23 not.

24 MR. PAGE: We --

1 MR. MAYO: Okay, so --

2 MR. PAGE: -- we had this discu -- we had a similar  
3 discussion back on September 14th. That discussion had to do  
4 with Dr. Paglini's report and whether you accept his  
5 recommendations. And Mr. Mayo said, well, yes, we can. And  
6 then we spent 20 more min -- minutes arguing why we can't.  
7 I'm afraid we're going to do the same thing here that he's  
8 going to use the -- this proposed sheet as, oh, these are just  
9 numbers and then argue that, well, we have to follow these  
10 numbers.

11 THE COURT: Well, no, what he's saying is that those  
12 numbers -- the -- the values from his client's perspective are  
13 more accurate now. This is what I'm understanding, anyway.  
14 The actual proposed division is up for me to decide based upon  
15 everybody's testimony as to whether something's really  
16 separate or -- or community. But that's a different story.

17 If now, the TIAA-CREF -- the TIAA-CREF is -- is  
18 77,385 -- or 365, I can't tell -- 385 or 365, bottom line is  
19 that's the number that I'm utilizing. Whether it's separate,  
20 community, or something -- or some combination thereof is a  
21 different story. I don't think he's asking you to -- to agree  
22 to that. I think he's asking that the Court --

23 MR. PAGE: So --

24 THE COURT: -- consider the updated numbers.

1           MR. MAYO: It -- correct. It -- it's no different  
2 --

3           MR. PAGE: -- (indiscernible - simultaneous speech)  
4 --

5           MR. MAYO: -- it's no different than -- it's no  
6 different than an FDF.

7           MR. PAGE: Wouldn't it be easier, guys, if we just  
8 use the actual statements themselves and then filled in --

9           THE COURT: Yeah.

10          MR. PAGE: -- the chart on our own?

11          THE COURT: Well, that was just I was trying to  
12 figure out was, are you guys using the new updated statement.  
13 That was what I was asking. Do we have the updated  
14 statements? Does everybody agreed that we should utilize the  
15 updated statements? I just don't know what you have because  
16 there's nothing else filed on my end, as far as I know, or  
17 submitted on my end. And maybe I'm wrong. But I don't see  
18 anything else. Was there something new submitted on your --  
19 from you, Mr. Mayo?

20          MR. MAYO: And we're -- I said, most of these are --  
21 most of these are the same ones that we had in our prior FDF.  
22 In terms of I believe there's some updates the card  
23 statements, but no, we didn't -- they didn't ask for the  
24 credit card statements.

1           We didn't provide the credit card statements. We  
2   had asked them for her updated statements, but I don't -- I --  
3   I didn't provide the updated credit card statements. I  
4   provided the credit -- updated credit card balances. If you  
5   know, we want to, we can -- if the Court wants, we can submit  
6   those.

7           But it's essentially like a -- it's basically like  
8   an FDF. You know, it's the same -- we treat the same way.  
9   People file FDFs. And they say stuff in there that's  
10   something's separate or isn't or something of value it isn't.  
11   It doesn't make the FDF invalid. It just makes it one  
12   person's representation.

13           THE COURT: No, I -- I understand --

14           MR. PAGE: Well, it --

15           THE COURT: -- and at --

16           MR. PAGE: -- for --

17           THE COURT: -- the end of --

18           MR. PAGE: -- for example here, if I --

19           THE COURT: -- the day, I just don't --

20           MR. PAGE: If I can chime in here --

21           THE COURT: What's that?

22           MR. PAGE: -- it just --

23           THE COURT: Yeah.

24           MR. PAGE: They sent us a bunch of additional

1 exhibits, basically on Friday. None of those exhibits have  
2 anything to do with David's statement account balances. They  
3 have everything to do with Christine's (sic) statement account  
4 balances. How is that not somehow sandbagging us in ev -- and  
5 I -- when I say us, I mean, me and the Court -- or the Court  
6 and I -- because they want to rely on these statements of  
7 whatever -- whatever Christine (sic), but won't provide their  
8 own account statements?

9 THE COURT: I think you're right --

10 MR. MAYO: Well, because -- because I --

11 THE COURT: -- the first time --

12 MR. MAYO: Because I --

13 THE COURT: I think you're right --

14 MR. MAYO: -- I cared enough --

15 THE COURT: Hold on.

16 MR. MAYO: I -- I --

17 THE COURT: Hold on. I think you were right the  
18 first time, Mr. Fre -- Page, when you said he -- me and the  
19 Court. You -- you're correct.

20 MR. PAGE: What's that?

21 THE COURT: I just -- I just had to point out, I  
22 think you were right the first time when you said, oh, he --  
23 he's, you know, doing this to me and the Court. Anyway, just  
24 -- I --



1 MR. PAGE: Well, I --

2 THE COURT: -- just --

3 MR. PAGE: -- mean, that --

4 THE COURT: -- it was a --

5 MR. PAGE: -- this is a --

6 THE COURT: -- little grammar.

7 MR. PAGE: I mean, this is (indiscernible) for me,  
8 being beating on by Marshall (ph) for seven years.

9 THE COURT: No, you were absolutely right. It was  
10 me and the Court. Anyway, so at the end of the day, I -- I  
11 guess I -- I'm just trying to -- I just need to kind of hone  
12 in. What are we go -- what are we trying to accomplish,  
13 Mr. Mayo, with this document? I'm supposed to look at this  
14 now. You're saying, I filed this notice, which is really sort  
15 of an updated FDF-ish.

16 But at the end of the day, I don't really have any  
17 of the backup documentation, and I think that I would still  
18 need that. And I don't know, Mr. Page, whether you're  
19 objecting, because you're saying, hey, hers are updated with  
20 her statements, but his is updated without his statements? Is  
21 that what you're saying?

22 MR. PAGE: Yes, (indiscernible) --

23 THE COURT: Okay.

24 MR. MAYO: Well --

1 MR. PAGE: -- provide his updated statements.  
2 MR. MAYO: -- Your Hon --  
3 MR. PAGE: They provided hers, but not his.  
4 THE COURT: Right.  
5 MR. MAYO: Well, Your Honor -- Your Honor --  
6 THE COURT: Okay, well, I mean --  
7 MR. MAYO: Well, Your Honor --  
8 THE COURT: -- I think the --  
9 MR. MAYO: -- they didn't --  
10 THE COURT: Hold on.  
11 MR. MAYO: Well, hold on. Your Honor, they -- they  
12 didn't give me -- they didn't give me those. I asked them for  
13 their state -- for her statements after that September  
14 hearing. They didn't care --  
15 MR. PAGE: Yes, and we gave them to you.  
16 MR. MAYO: -- to ask for my client's statements.  
17 MR. PAGE: We did that.  
18 MR. MAYO: So I'm --  
19 THE COURT: Well --  
20 MR. MAYO: -- updating --  
21 THE COURT: -- stop.  
22 MR. MAYO: -- based on it.  
23 THE COURT: They do -- do they real -- they don't  
24 need to ask for them. Everybody should update that. Those

1 are 16.2 updates that are required anyway. So like, come on.  
2 Really? So she ha -- she -- you asked her for hers, she did  
3 it, and then --

4 MR. MAYO: Yeah.

5 THE COURT: -- you -- he didn't ask --

6 MR. PAGE: And then they --

7 THE COURT: -- for yours, so --

8 MR. PAGE: -- didn't provide --

9 THE COURT: -- you're not going to?

10 MR. PAGE: -- their own in -- in return as part of  
11 their additional exhibits.

12 THE COURT: All right, come on, guys.

13 MR. MAYO: I'm -- I'm fine -- I'm fine giving her --  
14 if they want my client's statements, they -- they -- they can  
15 have have them. I have no problem with that.

16 THE COURT: Okay, you --

17 MR. PAGE: Then you --

18 THE COURT: -- need to --

19 MR. PAGE: -- you should have --

20 THE COURT: -- do that.

21 MR. PAGE: You know this is coming, so just why not  
22 provide the statements, instead of trying to do something  
23 that's -- what we have --

24 THE COURT: I --

1 MR. PAGE: -- in front of --

2 THE COURT: Well, I'm --

3 MR. PAGE: -- us here?

4 THE COURT: -- saying that he should do that. Okay,  
5 so we fig -- we figured that out. Oh, guys, this is taking  
6 way longer than it should. All right.

7 MR. PAGE: Yep.

8 THE COURT: Yeah, I mean, look. All right, go  
9 ahead, Mr. Mayo.

10 MR. MAYO: All right.

11 THE COURT: Can you -- can you get back on track  
12 here? Because we need to get back on track.

13 MR. MAYO: Yep. Let me -- let me pull up my  
14 client's exhibit. Hold on. Hold on one second.

15 THE COURT: Can I ask you a question?

16 MR. MAYO: Sure.

17 THE COURT: I -- I know this is going to sound  
18 probably ridiculous. But I know you've had your client  
19 testify about these businesses and -- and the money that was  
20 gambled in terms of -- and the -- and his -- his position as  
21 to what that was. And the fact that -- I know there's  
22 argument that -- that she said she was going to just, you  
23 know, basically let everything, you know, de -- be destroyed  
24 because of the -- the divorce.

1 But at the end of the day, do I have any evidence of  
2 value of the business? Or do you have any value of the  
3 business? What was the loss if there is a loss? I -- I guess  
4 I'm trying to figure out where you're going with all of that.

5 MR. MAYO: We -- we don't have that, Your Honor.  
6 We're -- we're essentially --

7 MR. PAGE: Right.

8 MR. MAYO: -- going with the fact that she had  
9 violated Court's order in the JPI by essentially, you know --

10 THE COURT: Uh-huh.

11 MR. MAYO: -- running the businesses into the ground  
12 as part of this -- her overall divorce strategy. I don't have  
13 updated -- I don't have anything in regards to the loss of  
14 income from the business.

15 THE COURT: Okay. Or a business value, like, what  
16 it was and what it is or isn't now?

17 MR. MAYO: Correct. No, we don't have the business  
18 value.

19 THE COURT: All right. So go ahead and kind of  
20 then, I guess, focus on like, what is -- what is it that we're  
21 dividing now? I mean, an updated version of that, I guess,  
22 and then -- go ahead, Mr. Mayo. I don't -- I'm not --

23 MR. MAYO: Yes, Your Honor.

24 THE COURT: -- trying to tell you how to put on your

1 case. I'm just trying -- I'm just trying to get us focused  
2 because it -- again, I don't have -- I'm between now and --  
3 well --

4 MR. MAYO: No, that's -- it's -- look, that's fine,  
5 Your Honor. I understand. So in regards to -- hold on one  
6 second, pull something up. Actually, can we take a quick  
7 five-minute break?

8 THE COURT: Yeah --

9 MR. MAYO: Because we've been --

10 THE COURT: -- of course.

11 MR. MAYO: -- going for a while.

12 THE COURT: Yeah, we can go -- take a break.

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

14 THE COURT: Okay. We -- it's 3:29. I will break.  
15 And five minutes.

16 (COURT RECESSED AT 03:29 P.M.

17 AND RESUMED AT 03:38 P.M.)

18 THE COURT: Okay.

19 MR. MAYO: All right. Your Honor, I want to -- I  
20 wanted to take the break because we needed one. But I also  
21 wanted to check with my paralegal. I -- I thought something  
22 was off. We did provide those documents for my client's bank  
23 --

24 THE COURT: Hold on.

1 MR. MAYO: -- statements.

2 THE COURT: Hold on.

3 MR. MAYO: Oh.

4 THE COURT: Hold on. You want to do this on the  
5 record or off the record?

6 MR. MAYO: I -- well, yeah, on the record.

7 THE CLERK: We're on the record.

8 THE COURT: Let me turn it on first. Okay, we are  
9 on the record now.

10 MR. MAYO: All right. So Your --

11 THE COURT: (Indiscernible - simultaneous speech) --

12 MR. MAYO: -- Honor, I did -- I wanted to take a  
13 break because it was -- you know, I needed to use the  
14 restroom. But I also wanted to check with my paralegal. We  
15 did provide our disclosures. We -- Mr. Page and I actually  
16 agreed to disclose documents, and we were going to disclose it  
17 by certain date. We disclosed ours back at the end of  
18 October. That was our 16th set, which includes my client's --  
19 all of his account statements. We didn't --

20 THE COURT: Okay.

21 MR. MAYO: -- get Mr. Page's until recently. But  
22 all we did is the -- the stuff that we have that we gave them  
23 that we disclosed on Monday was just their statements that  
24 they already gave me. I just actually formally disclosed them

1 and included them as a potential exhibit in the event that the  
2 Court needed to look at them. So that --

3 THE COURT: Okay.

4 MR. MAYO: -- balance sheet is based on both the  
5 statements we gave them back at the end of October and then  
6 what they gave us recently.

7 THE COURT: Okay. So, Mr. Page, you -- you know  
8 where -- where he's coming from now?

9 MR. PAGE: I know where he's coming from. It  
10 doesn't change the fact that he has to provide the statements  
11 instead of -- instead of some summary that we have to try and  
12 verify as to whether (indiscernible).

13 THE COURT: Well, I think he's saying he gave both.  
14 What he's --

15 MR. MAYO: I did.

16 THE COURT: What we -- what I was worried about was  
17 that he did not give you David's statements, but he only was  
18 utilizing her statements. But what he's saying is, he  
19 utilized both. And you did receive David's statements in an -  
20 - a disclosure at the end of October. Because I --

21 MR. MAYO: His --

22 THE COURT: -- was worried --

23 MR. MAYO: -- 16th set.

24 THE COURT: -- that -- I was worried that --



1 MR. PAGE: (Indiscernible - simultaneous speech) --

2 THE COURT: I was worried that there wasn't a  
3 disclosure of David's updated statements, that only the  
4 numbers were put in the chart. But he's saying, no, I used --  
5 I used those statements to put them in the chart, but I also  
6 disclosed them to Mr. Page at the end of October. So there's  
7 no --

8 MR. MAYO: Correct.

9 THE COURT: -- other --

10 MR. PAGE: But what I --

11 THE COURT: -- document --

12 MR. PAGE: What -- what I'm saying is just do the  
13 right thing. Instead of giving us Exhibits 210 through 215  
14 that only consists of Christie's statements, provide your own  
15 as well. If you're going to provide one, provide the other  
16 instead of simply providing a partial financial disclosure  
17 form that purports to be an asset division sheet.

18 MR. MAYO: We did. That was --

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

20 MR. MAYO: -- back in October.

21 MR. PAGE: (Indiscernible) --

22 THE COURT: Anyway, he's saying is he did. He only  
23 did a new production to you on Monday with your own exhibits,  
24 is what he's saying. But the production --

1 MR. MAYO: Correct.

2 THE COURT: -- for his documents had already been  
3 done. And he just formally disclosed your own exhibits back  
4 to you in a formal format so that there was no question about  
5 anybody's documents. That's the way I understand it.

6 MR. MAYO: That's --

7 THE COURT: But he --

8 MR. MAYO: -- correct.

9 THE COURT: -- had already --

10 MR. PAGE: (Indiscernible). If he was going to  
11 produce additional exhibits, then produce everybody's exhibits  
12 instead of producing her exhibits and then in a financial  
13 disclosure form -- at least, a partial one -- that purports to  
14 be a asset division sheet that requires us to do more work to  
15 try and verify the numbers that are contained in there. Just  
16 simply produce the statements.

17 THE COURT: He did.

18 MR. PAGE: (Indiscernible - simultaneous speech).

19 THE COURT: He's saying --

20 MR. MAYO: We did.

21 THE COURT: He's saying he did. He's --

22 MR. PAGE: No, evi --

23 THE COURT: -- just saying that he --

24 MR. PAGE: -- evidential --

1 THE COURT: -- he didn't --

2 MR. PAGE: -- exhibits.

3 THE COURT: -- get hers -- so listen. He's saying  
4 that he produced the exhibits to you back in October because  
5 he produced his sooner. And then you guys produced years  
6 later. And he then produced them back to you, just in a  
7 formal format. But that the other ones had already been done.  
8 So there was no reason for him to produce them a second time.

9 MR. MAYO: Right.

10 THE COURT: He just gave you -- the last disclosure  
11 was your own exhibits back to you. But it wasn't that he was  
12 only utilizing her's. He had already produced his a month la  
13 -- a month prior, give or take.

14 MR. PAGE: That's still only making my point  
15 clearer. And that is that if he going to produce her  
16 statements as exhibits, produce his own statements as  
17 exhibits.

18 THE COURT: As exhibits.

19 MR. MAYO: That --

20 THE COURT: As opposed to what?

21 MR. PAGE: As opposed to the -- the partial  
22 financial disclosure form that he sent to us at 5:07 on  
23 Monday.

24 THE COURT: Right, but I -- what -- I think what

1 he's saying is, what he produced to you Monday, the -- the  
2 newest production, wasn't anything other than just formally  
3 sending them back to you to, like, have them labeled and  
4 determine that they ha -- you know, part of the discovery  
5 process. But he wasn't producing them to you as exhibits and  
6 only utilizing those as exhibits. He was utilizing his and  
7 hers. I could be -- that's the way I understand it.

8 MR. MAYO: Well -- well, Your Honor, I have -- I  
9 have questions on her up -- on her updated statements. I  
10 don't have questions on his.

11 THE COURT: Oh, so --

12 MR. MAYO: If they ha --

13 THE COURT: -- you're not using his --

14 MR. MAYO: If --

15 THE COURT: -- as exhibits. Is that what you're  
16 saying?

17 MR. PAGE: Actually, he should --

18 MR. MAYO: Correct --

19 MR. PAGE: -- have questions --

20 MR. MAYO: -- because I have --

21 MR. PAGE: -- for his client.

22 MR. MAYO: -- no questions as to them. I have  
23 questions as to hers.

24 THE COURT: Okay.

1 MR. PAGE: He should --  
2 MR. MAYO: But they --  
3 MR. PAGE: -- have questions --  
4 MR. MAYO: -- they've all been --  
5 MR. PAGE: -- as to --  
6 MR. MAYO: -- disclosed.  
7 MR. PAGE: -- his because we have to -- if he -- if  
8 this is how he wants to do it, he needs to provide the most  
9 recent account balances so things can be --  
10 THE COURT: Yeah, I mean --  
11 MR. PAGE: -- equally reliable.  
12 THE COURT: Okay, so --  
13 MR. MAYO: Okay, hold on.  
14 THE COURT: -- if you're --  
15 MR. MAYO: But -- but we --  
16 THE COURT: -- going to --  
17 MR. MAYO: But -- but, Fred --  
18 THE COURT: Hold on.  
19 MR. MAYO: Fred -- Fred --  
20 THE COURT: Hold on, guys.  
21 MR. MAYO: Fred, we a --  
22 THE COURT: Hold on.  
23 MR. MAYO: Fred, we agreed -- we agreed to it in  
24 mid-October. I did. You didn't. I hounded you. I had

1 actually filed an email saying, please, give it to me or I'll  
2 file a motion. And then you did --  
3 MR. PAGE: No, I --  
4 MR. MAYO: -- recently. And then I --  
5 MR. PAGE: I appre --  
6 MR. MAYO: -- gave it to you.  
7 MR. PAGE: I appreciate the threats, but --  
8 THE COURT: Okay, guys --  
9 MR. PAGE: -- I had a --  
10 THE COURT: -- why don't you --  
11 MR. PAGE: -- (indiscernible - simultaneous speech)  
12 --  
13 MR. MAYO: (Indiscernible - simultaneous speech) --  
14 THE COURT: -- do this? Why doesn't everybody --  
15 MR. PAGE: -- (indiscernible - simultaneous speech)  
16 --  
17 THE COURT: -- utilize the exhibits? Because that  
18 -- that way I have them.  
19 MR. PAGE: -- (indiscernible - simultaneous speech).  
20 THE COURT: Mr. Page, hold on. I prefer to have the  
21 exhibits -- the documents that back up whatever is in your  
22 proposed distribution anyway. So while you may only have  
23 questions of her, I think to substantiate or support your  
24 client's numbers, you -- you should have the exhibits for

1 those, too; don't you think?

2 MR. MAYO: Well, you know, it's funny. I -- I give  
3 do -- I give documentation. I get yelled at and saying,  
4 you're giving me so many documents. I don't --

5 THE COURT: Well, that --

6 MR. MAYO: -- give documents --

7 THE COURT: -- doesn't matter.

8 MR. MAYO: -- and you said, you didn't give  
9 documents. I mean, I can't win. I can't win with him.

10 THE COURT: No, you cannot, but I'm going to tell  
11 you the --

12 MR. PAGE: You should (indiscernible) --

13 THE COURT: -- what I want.

14 MR. PAGE: -- all the documents that you --

15 THE COURT: I'm the --

16 MR. PAGE: -- sent me.

17 THE COURT: -- one that makes the deter --

18 MR. PAGE: And then you send me --

19 THE COURT: All right.

20 MR. PAGE: -- eight thousand and refuse to print  
21 them off yourself.

22 THE COURT: Okay --

23 MR. MAYO: I don't --

24 THE COURT: -- stop.

1 MR. MAYO: It's electronic. We don't have to print  
2 them.

3 THE COURT: You don't.

4 MR. MAYO: We don't.

5 THE COURT: So here's the deal. Here's --

6 MR. PAGE: I respectfully --

7 THE COURT: -- the deal.

8 MR. PAGE: -- disagree.

9 THE COURT: I want the ones that are relevant. And  
10 those would be the ones that support the numbers that you're  
11 expecting me to divide. The statements of those accounts,  
12 updated, great. So if you have those -- I know Mr. Page has  
13 received those. And you've received his from Ms. Stucke.  
14 Then let's utilize them. It's really not that hard, guys.

15 MR. MAYO: I -- I will --

16 THE COURT: I don't know --

17 MR. MAYO: -- I will send you --

18 THE COURT: -- why this has been so difficult.

19 MR. MAYO: I will send you tonight a co -- the 16th  
20 set of documents. We'll get -- we'll send it to Your Honor.  
21 So that way, you have those as well.

22 THE DEFENDANT: Not cool.

23 THE COURT: Okay. Because I mean, look, at the end  
24 of the day, Mr. Page, you're right. Look, if you're going to



1 utilize these numbers, I think we need to have the backup.  
2 Because I can't tell you how many trials I've had where people  
3 say, oh, I updated my FDF and these are the numbers and you  
4 should divide the debt, whatever, credit cards, whatever. And  
5 the other side's like, what, I didn't -- I haven't seen any  
6 backup for that. And I mean, you guys -- I know you two --

7 MR. MAYO: But --

8 THE COURT: -- have -- I know you two -- hold on. I  
9 know you two have exchanged all that information. So just get  
10 it to me so I -- so that --

11 MR. MAYO: Okay.

12 THE COURT: -- I can back -- substantiate the  
13 numbers that I'm dividing. I mean, that's just the bottom  
14 line. So --

15 MR. MAYO: Okay.

16 THE COURT: -- with that --

17 MR. MAYO: But you -- I mean, the Court --

18 THE COURT: -- I'll --

19 MR. MAYO: The Court understands, I -- it's -- the  
20 FDF is a summary --

21 THE COURT: I know.

22 MR. MAYO: -- of information. And if the other --

23 THE COURT: I know.

24 MR. MAYO: -- person says, I don't like your

1 summary, I'm going to actually provide those documents that  
2 you gave me to contradict your summary. So you know, it's --

3 THE COURT: I --

4 MR. MAYO: -- not like -- like giving a -- yeah,  
5 anyway. I -- I'll --

6 THE COURT: I --

7 MR. MAYO: I'll stop.

8 THE COURT: I -- I know, but it just -- it -- look,  
9 because you have them, it -- just get them to me. It'll just  
10 solve all my problems, okay?

11 MR. MAYO: Okay.

12 THE COURT: That way we don't have everybody -- I  
13 mean, I just -- this just should not be this difficult. It  
14 really shouldn't.

15 MR. MAYO: Okay.

16 THE COURT: So I -- I -- I'm sorry that it's gotten  
17 to this point. So with that, Mr. Mayo, we're at 3:46, so.

18 MR. MAYO: All right.

19 DIRECT EXAMINATION CONTINUED

20 BY MR. MAYO:

21 Q David, can you pull up your FDF back from September  
22 of this year? It's Exhibit 198.

23 A Okay, I have it.

24 Q All right. And you list -- on page 2, you list

1 income and -- gross income, which you listed as \$8,333.35.

2 A Yes.

3 Q Is that from your -- what job is that from?

4 A At -- I work at Ainsworth as a game designer.

5 Q Okay. And then you have -- you listed monthly  
6 expenses from that, that you pay in terms of taxes and  
7 deductions; is that right?

8 A Yes.

9 Q And you -- and you list on there insurance premiums  
10 on page 4. Who do the premiums cover?

11 A This is medical insurance, I assume? Let's see  
12 here.

13 Q Yes.

14 A I'm on page 4. Which line are we looking at?

15 Q Line seven.

16 A Line seven. Oh, so that includes me and the  
17 children. But yeah, I -- I've sent -- yeah, that -- that  
18 includes me and the two kids for medical insurance.

19 Q Okay. All right. And then -- so you list total  
20 deductions per month of \$3,076.60.

21 A Yes.

22 Q Okay. And do you provide any expenses on behalf of  
23 the children?

24 A I mean, I pay for half of their schooling, and I pay

1 for their medical insurance.

2 Q Okay, can --

3 A And --

4 Q -- you turn to page --

5 A And normal -- and normal living expenses.

6 Q Can you turn the page 6C, as in cat?

7 A Yep, I have it.

8 Q Okay. And you have expen -- you have on here  
9 tuition, books, and fees, 500.

10 A Yes.

11 Q All right. Now, are you -- are you par -- are you  
12 presently paying part of that, or is Christie paying -- is  
13 Christie paying part, are you paying part, or how is that  
14 paid?

15 A Yeah, it -- we're bo -- we're both paying 500.

16 Q Okay. All right. And then meals, you have listed  
17 120. Is that meals related to school?

18 A Yeah, it's a -- an estimate for lunches and things.

19 Q Okay. And are the children currently in -- in  
20 school?

21 A Yes.

22 Q Are they doing -- are they home -- are they doing  
23 online learning, or are they actually --

24 A They --

1 Q -- in class?

2 A They're young. They're in a Montessori school.  
3 It's very small. Like, David is the only one in his class,  
4 for example.

5 Q Okay. All right. And you have some other  
6 miscellaneous expenses for the kids on it -- on this page; is  
7 that right?

8 A Yes.

9 Q Okay.

10 MR. MAYO: I know it's already part of the official  
11 record, but we move to admit Exhibit 198, Your Honor.

12 THE COURT: No objection, Mr. Page?

13 MR. PAGE: No objection.

14 THE COURT: Okay, great. And just for the record,  
15 Mr. Mayo, on the --

16 MR. MAYO: Yes?

17 THE COURT: -- new --

18 MR. MAYO: Yes?

19 THE COURT: -- on the new summary, part of the  
20 reason -- I just want to make this clear.

21 MR. MAYO: Sure.

22 THE COURT: You just produced it on Monday. And I  
23 know that you guys had provided the other documents way back  
24 -- I don't know, end of October. She produced hers more

1 recently. But because it's all new info and Mr. Page didn't  
2 have the time to confirm all the numbers, I just think that  
3 that makes the most sense, as to why I would have the updated  
4 documents. 198 was already admitted on September 14th, just  
5 so you know.

6 MR. MAYO: Oh, okay.

7 THE COURT: Okay.

8 MR. MAYO: Sorry.

9 THE COURT: No problem. But that's why I just think  
10 it's better if I have those docs. And then we'll -- it will  
11 -- that way, Mr. Page doesn't have any concerns and -- that he  
12 wasn't able to review the summary.

13 MR. MAYO: Oh, okay.

14 THE COURT: Whoa.

15 MR. MAYO: I think that was my client.

16 THE COURT: Okay.

17 MR. MAYO: All right.

18 THE COURT: All right.

19 MR. MAYO: Let me --

20 THE COURT: Very good.

21 MR. MAYO: Okay, let me finish going through and  
22 finishing up this stuff.

23 BY MR. MAYO:

24 Q All right. Now, David, what is -- did you work for

1 a company called Konami?

2 A Konami, yes. Konami Gaming.

3 Q Okay. And from when to when did you work with them?

4 A August of 2014 until June of 2016.

5 Q Okay. Had Christie made any threats against you  
6 during this divorce related to your employment at -- your  
7 prior employment at Konami?

8 A Yes.

9 Q What was that?

10 A My computer, that she said was a server, which it  
11 wasn't, it was my personal computer. And she got files that I  
12 have had from my previous employer and threatened to get me in  
13 trouble with them. During court, she said she had an  
14 indemnification letter. I don't know exactly what she told  
15 them, but she contacted them in some form.

16 Q Okay. And what -- what was it she said to you in  
17 terms of the information?

18 A Oh, she said if you don't settle, I'm going to tell  
19 Konami you have their files. I don't really have anything  
20 that's going to cause an issue, I don't believe. But she  
21 thinks so. She doesn't understand.

22 Q About when was -- did this conversation take place?

23 A I -- it was last September, October. Yeah, it was  
24 last September, October. It was when we were attempting to have

1 negotiation phone calls.

2 Q Okay. Now, quickly moving through some of these  
3 issues, there's a -- there was a lis pendens when you were  
4 trying to sell the Grandview property. Did Christie have a  
5 lis pendens on the property?

6 A Yes.

7 Q All right. Was Christie ordered to release the lis  
8 pendens?

9 A Yes.

10 Q Did she do so right away?

11 A No, it took a little while. I think it got filed  
12 October, November or something. And I don't know exactly when  
13 it got released, but it took -- it took some time.

14 Q Okay. Was there opposition by Christie in terms of  
15 releasing the lis pendens?

16 A Yeah, she claimed that she would do it when it was  
17 closed because she somehow thought I was going to steal the  
18 money or something.

19 Q Okay, and was that issue addressed by the Court in  
20 court?

21 A Yeah -- yes --

22 Q Okay.

23 A -- the Court said that she doesn't have to worry  
24 about that.



1 Q Now, was there any effect in regards to you trying  
2 to refinance the loan on Grandview as the Court had -- as we  
3 all said that you were going to try to do?

4 A You meant on Maule, not on Grandview.

5 Q Sorry, on Maule.

6 Q Yeah. Yeah, so the missed mortgage payment in  
7 December -- Christie refused to allow the appraisal to happen  
8 in the timely manner. It took about two months after we went  
9 to court a second time over it. And so I needed the appraisal  
10 to get the loan stuff set up. And by the time it -- it was  
11 March and I could have maybe just got it -- it hit my credit  
12 at -- in that time frame. And she was refusing to do the  
13 quitclaim deed at the time. So there was a lot going on. And  
14 when my credit got hit, I no longer qualified.

15 Q Okay. Now, was there an order from April 17th, 2019  
16 that required -- required Christie not to allow any  
17 participants at the West Maule residence?

18 A Yes.

19 Q Okay. And did Christie actually have participants  
20 at an event in the West Maule residence?

21 A Yes.

22 Q What -- what date was that?

23 A Well, there was lots of little mini things that her  
24 --

1 Q What was the --

2 A -- that her --

3 Q -- first date?

4 A There were weekends in April, but the -- the big  
5 event was May 4th.

6 Q Okay. And was the May 4th -- well, what -- was it  
7 related to an event, a theme?

8 A Yeah, it was a Star Wars-themed BDSM sex party.

9 Q Okay. Was there a subsequent event at the house?

10 A Yeah, a poly garage sale fundraiser. She had a  
11 regular garage sale. She did say --

12 Q What day was -- and what -- when was that?

13 A I don't know the -- I don't have the exact dates,  
14 but they were the following weekends in May. The -- I don't  
15 know the exact dates. Two -- two consecutive weeks maybe in  
16 -- in May after that. There might have been a gap in between.  
17 But -- and then she had some little (indiscernible) meetings  
18 several times over the summer. Like, a monthly meeting for a  
19 few months.

20 Q Summer of --

21 A She had a barb --

22 Q -- 2019?

23 A Summer of 2019, yeah. And she had a barbecue  
24 scheduled for June that she ended up canceling because she

1 said she was sick.

2 Q Okay.

3 A And she posted that she will have new events soon,  
4 at the -- at that time.

5 Q Okay, I wanted to quickly ask you some questions on  
6 custody. And then we should be finishing up, Your Honor.

7 (Pause)

8 BY MR. MAYO:

9 Q Have you ever touched Sarah in any kind of  
10 inappropriate way?

11 A No.

12 Q Okay. Prior to this divorce, was there ever any  
13 concerns by Christie in regards to your ability to care for  
14 the children?

15 A No. In fact, she complimented me often.

16 (Pause)

17 MR. MAYO: One second, Your Honor.

18 THE COURT: No problem.

19 (Pause)

20 BY MR. MAYO:

21 Q David, had Christie ever intercepted any of your  
22 paychecks in 2019?

23 A Yes.

24 Q Which ones?

1           A     It was my last or second-to-last -- it was -- it was  
2 in January of 2019. It was, I believe, mid-January. I may  
3 have gotten one more paycheck after that because I got laid  
4 off at the end of January.

5           Q     Okay, and did you request those paychecks from  
6 Christie?

7           A     Yes.

8           Q     Did she provide them to you?

9           A     She claimed she didn't receive them.

10          Q     Okay. Did you ever confirm whether the -- the  
11 paychecks were cashed or not?

12          A     Yes, we got them on the bank records that were  
13 subpoenaed, along with several other checks that she took of  
14 mine.

15          (Pause)

16 BY MR. MAYO:

17          Q     Okay. Can you turn to Exhibit 135?

18          A     Okay.

19          Q     Okay. Do you recognize this document?

20          A     Yes.

21          Q     All right. And is this a -- subpoena responses from  
22 PayPal that we received?

23          A     Yes.

24          Q     Okay. And is this -- Bates 4369, turn to that.

1           A     -- eight -- six-nine.  Yep, I see it.

2           Q     Okay.  Okay, does this show transactions by Christie

3 through PayPal?

4           A     Yes.

5           Q     Is there a transaction noted on November 20th, 2019?

6           A     Four-three-six-nine?  Oh, I see -- yeah, I see it.

7 Yes, Nove -- 11 -- November 20th.  Yes, I've got it.

8           Q     And who is it listed in terms of the --

9           A     (Indiscernible - simultaneous speech) --

10          Q     -- purchase for?

11          A     Denise -- Denise Gentile, 601 North Pecos, Las

12 Vegas, 89101.

13          Q     And if you could -- let's see.

14          (Pause)

15 BY MR. MAYO:

16          Q     Go to Bates 168.  I'm sorry, go to Exhibit 168.

17          A     Okay.

18          Q     All right.  Do you recognize this document?

19          A     Let's see.  Bank deposit -- oh, yeah.  It's -- I

20 don't know, actually where it is from.  But it's the bank

21 deposit for a educate your judge package.

22          Q     Well, let's --

23          A     Oh, I see.

24          Q     -- let's --

1           A     Oh, no, it's from -- it's from the PayPal. That's  
2 what it is. Yeah --

3           Q     Okay, so hold on.

4           A     It's from PayPal.

5           Q     So it -- so the pay -- so let's go to PayPal. Go to  
6 -- back to PayPal, Exhibit 135, go to Bates 4332.

7           A     Sorry, it's been a while since I've looked.

8           (Pause)

9 BY MR. MAYO:

10          A     Okay, 4432, got it.

11          Q     Okay. Is this on the -- the PayPal subpoena  
12 responses that we were just looking at?

13          A     Yes.

14          Q     Okay.

15          A     Okay.

16          Q     One second.

17          A     And I -- yeah, and I see it there. Yeah, it says --

18          Q     Where do you see it?

19          A     Sort of -- it's 8150. It says credit Wells Fargo  
20 and then bank deposit pending for educate your judge gold,  
21 webs -- website payment completed, it says. It's the, like,  
22 fourth transaction from the top, I believe. Well, the four --  
23 fourth full line.

24          Q     Okay, 8150 it shows on here, educate Your judge; is

1 that correct?

2 A Yes.

3 Q All right. Now, if you look at Exhibit 143, we were  
4 just looking at it.

5 A Oh, sorry, I -- I have a hundred open at once, so.  
6 All right, 143?

7 Q Correct.

8 A Yeah, it's an advertisement for an educate your  
9 judge package on a website that -- that Christie was  
10 subscribing to for divorce support or something.

11 Q Okay. Now if you look at 168.

12 A One sixty-eight, yep.

13 Q Okay. Now, is this the summary of the transaction  
14 that's listed on Exhibit --

15 A Yep.

16 Q -- one thirty-five, the PayPal ledger at the --

17 A Yep.

18 Q -- on page -- Bates 4332, that we were looking at?

19 A Yeah, it's the same thing, just blown up because  
20 it's a little small, I guess.

21 Q Okay.

22 A That's probably why.

23 Q Is it educate your judge gold package?

24 A Yes.

1 Q All right. And is this based off of the transaction  
2 that's listed on Exhibit 135, the PayPal ledger?

3 A Yes.

4 MR. MAYO: Your Honor, we move to admit Exhibit 135  
5 and 168.

6 THE COURT: No objection, Mr. Page? Making --

7 MR. PAGE: Objection --

8 THE COURT: -- sure.

9 MR. PAGE: -- to 130 -- I don't know what it is. Or  
10 130 --

11 THE COURT: Hold on, we're not hearing you, Mr.  
12 Page. I wasn't hearing you.

13 MR. PAGE: One thirty -- 135, no objection. One  
14 sixty-eight --

15 THE COURT: Okay, that will be admitted.

16 (PLAINTIFF'S EXHIBIT 135 ADMITTED)

17 MR. PAGE: -- I don't know what it is and it  
18 violates the completeness doctrine of I don't know if it's a  
19 business record. I think that Mr. Stucke claims that he  
20 completed it himself. I -- I -- it -- there's no foundation  
21 for --

22 THE COURT: Hold on one second.

23 MR. PAGE: -- what it is.

24 THE COURT: Is -- it's 168, is that what you said?



1 MR. PAGE: Yes.

2 THE COURT: One sixty-eight. Snippet from PayPal  
3 ledger. Well, he just said he pulled it from the PayPal  
4 ledger, right? I only -- I only see the -- somebody needs to  
5 mute. I only see the label of the document, so I don't -- but  
6 -- but that's --

7 MR. MAYO: So, Your Honor --

8 THE COURT: -- what he just testified --

9 MR. MAYO: -- exhibit -- Exhibit 135, the PayPal  
10 ledger, we received that from PayPal. And then we have to  
11 disclose that information, which we did. And we did -- we  
12 received that from PayPal in an electronic format. We  
13 disclosed that to prior counsel, I believe. I mean, you know,  
14 Mr. Page has the -- the file. And in order to be able to read  
15 that when we convert it to PDF, it's the excerpt from 135,  
16 which is the Exhibit 168. But if Mr. Page looks at the PayPal  
17 ledger for that period, it shows the information. We just  
18 have it in -- in clearer form.

19 MR. PAGE: I think if you --

20 THE COURT: Okay, so --

21 MR. PAGE: -- (indiscernible) the objection is  
22 cumulative because it restates the evidence (indiscernible)  
23 too small to read. So I guess I -- I guess I'll renew my  
24 objection on exhi -- Exhibit 135. It's illegible.

1 MR. MAYO: Okay, Your Honor, we --  
2 THE COURT: One thir --  
3 MR. MAYO: -- gave them 135 --  
4 THE COURT: One thirty-five isn't --  
5 MR. MAYO: -- in Excel --  
6 THE COURT: -- illegible. It's --  
7 MR. MAYO: Okay.  
8 THE COURT: -- illeg -- it's legible.  
9 MR. MAYO: You -- yeah.  
10 MR. PAGE: Well, he just -- he just said it was not  
11 -- the print was too small to read, so he had to --  
12 MR. MAYO: No, I --  
13 MR. PAGE: -- take --  
14 MR. MAYO: -- said the format.  
15 MR. PAGE: -- take 135 --  
16 THE COURT: He didn't say that.  
17 MR. PAGE: -- and make it a --  
18 THE COURT: He said --  
19 MR. PAGE: -- cumulative --  
20 THE COURT: -- the format.  
21 MR. PAGE: -- Exhibit 168 and blow it up.  
22 THE COURT: Well, he -- what he was -- what he's  
23 doing with this document, which I've had many people do, you  
24 get the -- the entire file and then pull from the file what

1 they are -- they want the Court to look at, right? So I mean,  
2 that's -- that's really all he's doing, is directing the Court  
3 to the one portion of the file.

4 MR. MAYO: Correct.

5 MR. PAGE: It's --

6 THE COURT: Because I --

7 MR. PAGE: But then it's --

8 THE COURT: -- can't find it --

9 MR. PAGE: Then it's cumulative.

10 THE COURT: -- myself. I can't find it myself in  
11 the document. Do you know where it is in the document -- the  
12 entire document?

13 MR. MAYO: Yeah, it should be --

14 MR. PAGE: Yeah, it's 4432.

15 MR. MAYO: -- Bates 4432.

16 THE COURT: Four-four-three-two, okay.

17 MR. PAGE: But according to him, it's too small to  
18 read.

19 THE COURT: He didn't say that.

20 MR. PAGE: Yes, he did.

21 THE COURT: I'm just look -- I'm looking at  
22 four-four -- I'm looking at 4432. And where do you -- oh,  
23 there it is, educate your judge. Okay. I mean, so you're  
24 basically saying that the -- the next document is the exact

1 same --

2 MR. MAYO: It's that --

3 THE COURT: -- thing?

4 MR. MAYO: -- information, correct, but it's placed  
5 on -- it's in a summary. So again, we received this -- this  
6 is the age that we live in. We received these documents from  
7 PayPal in electronic form, right?

8 THE COURT: Uh-huh.

9 MR. MAYO: So then we have to disclose that to --

10 THE COURT: Sure --

11 MR. MAYO: -- prior counsel --

12 THE COURT: -- I understand.

13 MR. MAYO: -- which we did, right? But then we have  
14 to be able, for purposes of the Court -- you know, in terms of  
15 electronic form, we had to convert it to a PDF so the Court  
16 has that set, which we did. And then -- but from that,  
17 because of the PDF, we had to be able to pull the information.  
18 Again, the -- the initial information, they have that. They  
19 have the Excel form that includes that detail. But again, I'm  
20 limited in terms of trying to provide it, but it does have the  
21 -- the transaction date, the amount --

22 THE COURT: Well, I see the transaction.

23 MR. MAYO: Yeah, the --

24 THE COURT: I see it.

1 MR. MAYO: -- educate your judge, correct.

2 THE COURT: Okay. And so I'm still trying to figure  
3 out what the other document is. Hold on one second. And what  
4 the -- and what the objection is.

5 MR. PAGE: Well, the --

6 MR. MAYO: So one six --

7 MR. PAGE: -- objection is it's cumulative because  
8 it says the same thing that's in ba -- Exhibit 135, Bates  
9 Stamp 4432.

10 THE COURT: Is that the only thing that's -- that's  
11 in it? What's the number on that one again, 160 --

12 MR. PAGE: One sixty --

13 MR. MAYO: One sixty-eight.

14 THE COURT: One sixty-eight. I mean, so does it  
15 need to -- does it need to be -- do you need two of those?  
16 And other than just -- I mean, you can direct me to -- I've  
17 already seen it now because Mr. Page has already agreed to  
18 135. So I don't know that I need the second one, quite  
19 frankly.

20 MR. MAYO: And --

21 THE COURT: Is there --

22 MR. MAYO: -- and that's --

23 THE COURT: -- anything --

24 MR. MAYO: -- fine. I was trying to make it so the

1 Court could have, you know, a clearer view of it. But it's --

2 THE COURT: Yeah, I mean --

3 MR. MAYO: -- technically (indiscernible -  
4 simultaneous speech) --

5 THE COURT: -- I see what you're doing. I mean, I  
6 don't -- I -- I'm -- for whatever reason, Mr. Page thinks it's  
7 objectionable. I don't. But I don't need two documents to  
8 show me the one thing. So I'll agree with him in this regard,  
9 that I can utilize the one. But we already know it's Bates  
10 4432, and I see the entry. So --

11 MR. MAYO: Okay.

12 THE COURT: -- we're fine.

13 MR. MAYO: Okay.

14 THE COURT: So Mr. Page's objection is sustained.

15 MR. MAYO: All right.

16 MR. PAGE: Okay.

17 THE COURT: I'm sorry, Mr. Page, what was that?

18 MR. PAGE: No, I -- I said okay.

19 THE COURT: Okay, sorry. Sometimes it just cuts in  
20 and out. It sounds like you're speaking more words, but I  
21 think it's delayed. Mr. Mayo?

22 MR. MAYO: Sorry. Okay, let me pull that back up.  
23 All right, I'll tender the witness, Your Honor.

24 THE COURT: Okay.

1 MR. PAGE: Really? (Indiscernible - simultaneous  
2 speech) --

3 THE COURT: Mr. Page?

4 (Pause)

5 CROSS EXAMINATION

6 BY MR. PAGE:

7 Q Mr. Stucke, my name's Fred Page. I am miss -- I'm  
8 Christie's attorney in this matter. I want to go over some  
9 items here because it's been a long time between trial dates.  
10 I think the last time we were in trial was September 14th.  
11 But you testified before, you agree that both you and Christie  
12 will keep your own vehicles.

13 A Yes.

14 Q You and Christie will keep your own household goods  
15 and furnishings.

16 A That is not so clear. Hopefully, it can be worked  
17 out. There's nothing of massive value.

18 Q Okay. And you indicated that each party will keep  
19 their own bank accounts.

20 A There's not much --

21 Q That's what you said on --

22 A -- money in them.

23 Q -- the 14th.

24 A I mean, it -- unless there's some balance -- unless

1 there's some balance. I mean, they were very small.

2 Q You agree that the World Series of Poker bracelet  
3 has been found and returned.

4 A It has been returned. Found? Maybe not.

5 Q You agree that the wedding ring has not been  
6 returned.

7 A I've never had a wedding ring of hers.

8 THE COURT: Answer yes or no.

9 BY MR. PAGE:

10 Q I'm sorry?

11 A Oh, so --

12 MR. MAYO: Yes --

13 THE WITNESS: -- no --

14 MR. MAYO: -- or no, David.

15 THE WITNESS: -- I have not returned it. I have not  
16 returned it.

17 BY MR. PAGE:

18 Q There are some retirement accounts that existed in  
19 this matter. Now, did you have a retirement account with  
20 TIAA-CREF, T-I-A-A, hyphen, C-R-E-F?

21 A Yes.

22 Q And if I call it TIAA-CREF, you'll know what I'm  
23 talking about?

24 A Yeah, that's fine.



1 Q You indicated that you got that through teaching at  
2 various universities.

3 A Yes.

4 Q Bucknell, UNLV, maybe one other place?

5 A Bucknell and UNLV, yes.

6 Q You testified back in September, I believe it was,  
7 that the balance was about \$78,084.

8 A Okay.

9 Q Okay. You also testified back in September that you  
10 thought the last time you contributed money to the account was  
11 2006 or 2008?

12 A Yes.

13 Q Now, you've indicated that you took out a loan to  
14 help purchase the Grandview property.

15 A Yes.

16 Q If I tell you -- if I say the loan amount was about  
17 \$9,873, was that about right?

18 A Yeah, that's about right.

19 Q Okay. Now, you -- that loan was taken out in about  
20 October of 2017.

21 A Yes.

22 Q So since the loan was taken out in October of 2017,  
23 you've been paying that loan back, right?

24 A Until at some point recently. COVID -- I have it on

1 a forbearance because my bills are pretty bad.

2 Q I understand they're for people that have -- have  
3 those types of loans, there are -- there's deferrals that are  
4 in place. But up until COVID happened, which would have been  
5 about April, May of 2020, you've been paying that back?

6 A Yes.

7 Q Okay. Now, you've been paying that back during the  
8 course of the marriage, right?

9 A Yes.

10 Q Okay. Therefore, the monies that were earned during  
11 the marriage were used to pay back that loan.

12 A Not so clear. But I -- I mean, it came from -- it  
13 probably did come from my -- or from the joint account, I  
14 would assume. But I don't believe I took it from --

15 Q And that --

16 A -- a business one.

17 Q I wanted to make that clear. Now, you don't know  
18 the amount of the loan that's been paid back during the  
19 interim; do you?

20 A I mean, I have a balance. It's around 9,000. I  
21 don't -- no, I don't know. I have a balance somewhere, but I  
22 don't have it in front of me.

23 Q But the current balance, you don't know what it is.

24 A No, it's several thousand dollars. I -- you know,

1 seven, eight, I don't -- I don't know. Not close to paid off.

2 Q Okay. All right. Now, you also had a retirement  
3 account with Fidelity, right?

4 A Yes.

5 Q Okay, and if -- when I say an account with Fidelity,  
6 I'm talking about a retirement account.

7 A Yes.

8 Q You first had Fidelity when you were working with  
9 Konami Gaming, right?

10 A Yes.

11 Q Now, you contributed to that Fidelity 401k account.  
12 And that is a 401k account, right?

13 A Yes.

14 Q You contributed to that 401k account from  
15 approximately 2014 to -- I think you said you left Konami  
16 about June 3, 2016?

17 A Correct.

18 Q So all of those contributions -- well, you made  
19 contributions starting in August of 2014 to the end of June of  
20 2014. You would agree that at a minimum, at least for Konami  
21 Gaming, that Christine (sic) is entitled to her time rule  
22 share from May of 2015 through June of 2016?

23 MR. MAYO: Objection --

24 THE WITNESS: No, I would say --

1 MR. MAYO: -- asks for a legal conclusion.  
2 THE WITNESS: It would be possible one week at --  
3 MR. MAYO: David --  
4 THE WITNESS: -- the max --  
5 MR. MAYO: David --  
6 THE COURT: Hold on.  
7 MR. MAYO: David, stop talking.  
8 THE COURT: Hold on.  
9 THE WITNESS: Okay.  
10 THE COURT: Hold on. Okay, could you re -- could  
11 you re-ask the question, Mr. Page? So you -- he -- he's  
12 saying he would agree that she has some sha -- right to share  
13 of the --  
14 MR. MAYO: The ob -- the objection --  
15 THE COURT: -- the account --  
16 MR. MAYO: -- is based on mister -- Fred asking  
17 about the time rule, based on Gemma and Fondi, which is a  
18 legal -- asking for a legal conclusion.  
19 THE COURT: Well, okay.  
20 MR. MAYO: David, do you --  
21 THE COURT: So --  
22 MR. MAYO: -- know what the Gemma and Fondi cases  
23 are?  
24 THE COURT: So -- well, okay. Well, but I mean, he

1 -- he -- okay.

2 MR. MAYO: He can ask him if --

3 THE COURT: Can you rephrase --

4 MR. MAYO: -- he wants --

5 THE COURT: -- that quest --

6 MR. MAYO: -- his marital portion, but --

7 THE COURT: What is the sa -- yeah. Yeah, exactly.

8 Can you -- I'm going to sustain it. And I'm just going to ask  
9 you to rephrase the question, Mr. Page. I -- I know where  
10 you're going. And I think he can answer some of the stuff  
11 without having to be a lawyer. I mean, how do -- how else do  
12 people divide their assets, right? So -- and talk --

13 CROSS EXAMINATION CONTINUED

14 BY MR. PAGE:

15 Q You had --

16 THE COURT: -- about what they --

17 BY MR. PAGE:

18 Q You had --

19 THE COURT: -- want done. But go ahead.

20 BY MR. PAGE:

21 Q You were making contributions to the Konami 401k at  
22 the time that you and Christine (sic) entered into your  
23 domestic partnership.

24 A For one week.

1 Q But you were making contributions at the time you  
2 and Christie were making -- were domestically partnered to  
3 each other.

4 A Yes, for one week.

5 Q Then you continued making contributions each and  
6 every month after that until you left Konami on June 3, 2016.

7 A The -- the domestic partnership was at the end of  
8 May, so I don't know if -- I don't --

9 THE COURT: Of what year?

10 THE WITNESS: Of 2016, and I started -- or I  
11 finished Konami on June 6th of 2016, so May to --

12 THE COURT: Got it.

13 BY MR. PAGE:

14 Q So it -- when you say the -- when you say the  
15 domestic partnership didn't end, you never filed a termination  
16 of domestic --

17 A Oh, no, not to --

18 Q -- partnership.

19 A -- end it. It started the end of May -- I don't  
20 remember the date, 25th maybe, and --

21 Q So the -- in May of 2016, you and Christie got  
22 married to each other as well on top of the domestic  
23 partnership.

24 A No. Well, okay, fine. Sure. We got married in May

1 of 2016, yes. Sorry, I got my year confused.

2 Q But you were domestically partnered started in May  
3 of 2015.

4 A Fine.

5 THE COURT: Okay, that was why I was asking the  
6 question because I --

7 THE WITNESS: I got --

8 THE COURT: -- got confused, too.

9 THE WITNESS: -- confused, too. So I -- yeah, I  
10 just got --

11 THE COURT: Okay, sorry. Go ahead.

12 BY MR. PAGE:

13 Q Now --

14 THE COURT: So, Mr. Page, can I clarify? So May of  
15 2015 --

16 MR. PAGE: Sure.

17 THE COURT: -- to May of 2016, they were -- the  
18 domestic partnership was in effect. And then they got married  
19 May of 2016 forward. And he contributed -- and maybe I can  
20 ask David this. You contributed from May of 2015 to the first  
21 week of June 2016? June --

22 THE WITNESS: Yes.

23 THE COURT: -- 2016, I'm sorry. Because then you  
24 left Konami, correct?

1 THE WITNESS: Correct.

2 THE COURT: Okay. Sorry, Mr. Page, I didn't mean to  
3 step in there. But I think that's --

4 MR. PAGE: That's (indiscernible - simultaneous  
5 speech) --

6 THE COURT: -- what you were looking for. Okay.

7 BY MR. PAGE:

8 Q Now, you also agree that you didn't provide the  
9 statements from Konami from the date that you started the 401k  
10 through to the present; did you?

11 A That I did or didn't? I didn't --

12 Q Did not.

13 A I provided whatever records I was able to get.

14 (Pause)

15 BY MR. PAGE:

16 Q Now, after that, you were working at Gamblit ba --  
17 Gaming, ga -- G-a-m-b-l-i-t?

18 A Yes.

19 Q Now, at Gamblit Gaming, you were also working to for  
20 -- contributing to a 401k; weren't you?

21 A Yes.

22 Q Okay. You are working at Gamblit Gaming during the  
23 course of the marriage.

24 A Yes.



1 Q There is no point that you're working for Gamblit  
2 Gaming that wasn't during the course of the marriage.

3 A Correct.

4 Q In Gamblit Gaming, the contributions to the 401k,  
5 that was being administered by Fidelity; wasn't it?

6 A No, it was Paychex Flex for --

7 Q Okay, Paychex Flex. And then I -- I appreciate you  
8 clarifying that for me because then Paychex Flex got rolled  
9 over into Fidelity, right?

10 A Correct.

11 Q Okay. And then the Fidelity that you had from  
12 Gamblit Gaming got rolled into Konami, right?

13 A Well, they're still listed separately, but it's the  
14 same login.

15 Q Okay. But as you look at the statements, we can't  
16 tell what's Gamblit Gaming and we can't tell what's Konami;  
17 can we?

18 A Yes, you can.

19 Q Would you agree that you've not -- you provided no  
20 testimony thus far which would allow anyone to determine what  
21 part is Konami and what part is Gamblit?

22 A I -- I'm not sure. I don't know what records -- I  
23 believe I fulfilled all the re -- record requests.

24 Q Now, you also took out money from Fidelity to try

1 and purchase the Grandview property, right?

2 A Yes.

3 Q Okay. As we sit here today, we can't tell what  
4 portion of the monies you took from Fidelity that's  
5 attributable to Gamblit Gambling (sic) or that's attributable  
6 to Konami; can we?

7 A I believe we submitted statements showing the  
8 rollover transfers.

9 Q All right. You agree that when we were back here in  
10 court on September 15 (sic), you provided no testimony to the  
11 Court, as it was your opportunity at that time, to show which  
12 portion of that loan came from Gamblit Gaming, if you ca --  
13 claim they're not mixed together, or Konami Gaming, right?

14 A I don't believe that's true.

15 Q You also claim that you had some cash that was set  
16 aside from poker-playing days.

17 A Yes.

18 Q Okay. You agree that there is no documentation as  
19 to the amount of money you had socked away, as you claim, from  
20 playing poker.

21 A I mean, I have pictures of me with 600,000 cash, but  
22 that's about it.

23 Q Okay. As you look through 215 exhibits, could you  
24 point me to which exhibit has a photograph of you holding

1 \$600,000 in cash?

2 A It's in one of our disclosures.

3 Q I asked if it was one of the exhibits from one  
4 through 215.

5 A I don't believe --

6 Q Is --

7 A -- it's in the --

8 Q -- it?

9 A I don't believe so.

10 Q Okay. And you claim some of that money has  
11 disappeared during the course of the marriage?

12 A Yes.

13 Q Okay. You agree that there is no police report  
14 reporting any such disappearance, correct?

15 A No. Or yes, correct. Sorry, yes, I -- there was no  
16 police report.

17 Q As we look through Exhibits 1 through 215, you would  
18 agree that there's no police report that you have provided as  
19 evidence for any part of this two-day trial, indicating that  
20 there's any cash that you had in your possession that has  
21 subsequently gone missing.

22 A Correct.

23 Q You did testify as to some life insurance policies  
24 on the 14th. Do you recall that?

1           A     Minimally.

2           Q     Yeah.  And you agree that you -- you had no problem  
3 with Christie keeping those because the children were the  
4 beneficiaries.

5           A     Well, I want to see the values on them.  I don't  
6 believe they're a lot.  I want to see the values.

7           Q     I think your testimony was they have a small  
8 possible cash value.

9           A     Right, and I want to confirm that.

10          (Pause)

11 BY MR. PAGE:

12          Q     Sir, could you turn to Exhibit 13, please?

13               MR. MAYO:  Sorry, which exhibit?

14               THE WITNESS:  Thirteen.

15               MR. PAGE:  Thirteen.

16               MR. MAYO:  Okay, so Plaintiff's 13?

17               MR. PAGE:  Yeah.

18               THE WITNESS:  Yeah.

19               MR. PAGE:  Not Defendant's 13.

20               MR. MAYO:  No, no, you're -- yeah.  The second I  
21 said it, I realized it.

22               THE WITNESS:  Oh, it's -- it's not ours?  I don't  
23 know, then.  I don't have it, then.

24               MR. MAYO:  No, it's ours.

1 THE WITNESS: Oh, it is ours. Okay.

2 (Pause)

3 THE WITNESS: Okay.

4 BY MR. PAGE:

5 Q Okay. Take a look through this here. You know,  
6 these are Bates labeled from 5567 through 5669.

7 A Okay.

8 Q Now, as we take a look at this here, as we look  
9 through them, I'm just going to read off the last two numbers  
10 because I -- I want us economizing our time.

11 A Which page?

12 Q (Indiscernible - simultaneous speech) a good record.  
13 And this just says, of course, participant evaluation summary.  
14 And if we look at 57, we don't see where one is Gamblit and  
15 one is Konami, right?

16 A The -- this has nothing to do with Konami. This is  
17 all Gamblit with the rollover from TIAA flex -- or TIAA-CREF.

18 Q Okay, well, I'm just going to take a look here. It  
19 says participant evaluation summary at the top, right?

20 A Which page are we looking at?

21 Q Looking at page -- I'm going to read them all out  
22 here for you, then -- 5657.

23 A Okay, five -- okay, got it. Yep.

24 Q Okay. And you see it says at the top there, Gamblit

1 Gaming, right?

2 A Yes.

3 Q Okay. And as we go through 5657, and we look  
4 through 5658, there is no indication that -- that one part is  
5 Gamblit and one part is Konami, right?

6 A Okay, you're missing the -- okay, there is no Konami  
7 in --

8 Q Sir, the --

9 A -- in this account.

10 Q -- quest -- sir, I just asked you a yes-or-no  
11 question. That's all I need you to ans -- answer.

12 A Yes, there is no indication.

13 Q If you could just (indiscernible - simultaneous  
14 speech) --

15 THE COURT: Can I clarify something? I'm sorry,  
16 I've got to ask something. Mr. Page, just because I -- my  
17 notes, I thought he said that Gamblit was all done during the  
18 marriage. And it turn -- it was min -- or administered by  
19 Paychex Flex and then rolled in Fidelity. But are you saying  
20 that Konami was potentially rolled into this as well?

21 THE WITNESS: I don't know that it's Konami. I  
22 think it was from my TIAA-CREF because they let me withdraw  
23 more. The loan terms are easier than they had on TIAA-CREF,  
24 so I put it in there so I could take a bigger loan out. So I

1 clearly can't get that big of a amount in two years when I  
2 make 80,000 a year.

3 THE COURT: Okay. Mr. Page, I'm sorry. So I -- I  
4 guess I'm trying to figure out what is it that you think is in  
5 here? What are you trying to poi -- point out so that I  
6 understand where you're going?

7 MR. PAGE: He rolled the Konami into the Fidelity  
8 under Gamblit's name or however, vice-versa. But the -- the  
9 point of the matter is that the two are combined together.

10 THE WITNESS: It was --

11 THE COURT: I see.

12 THE WITNESS: -- TIAA-CREF, I believe. There may be  
13 (indiscernible - simultaneous speech) --

14 THE COURT: Although we -- but TIAA-CREF is still  
15 supposedly in existence, yeah?

16 THE WITNESS: Yes, on -- because you can't trans --  
17 couldn't transfer all of it because of the terms.

18 THE COURT: Okay, I will --

19 MR. PAGE: Yeah, if -- if I -- if he wants to  
20 correct his testimony and correct my understanding that he  
21 rolled TIAA-CREF into there, I guess we can go with that, too.

22 THE WITNESS: I -- I'm not -- I'd have to look. I  
23 -- I mean, seeing 9,100, that's what I think it is. But I'd  
24 have to double-check the other statement to be 100 percent.

1 CROSS EXAMINATION CONTINUED

2 BY MR. PAGE:

3 Q Okay. So -- but as we stan -- as we sit here, we  
4 can't tell what portion is gam -- Gamblit and what portion is  
5 TIAA-CREF or what portion might even be Konami, right?

6 A Yes, we can. There's a area that shows the rollover  
7 separate from the contributions. I'd have to find it, but  
8 it's in there.

9 Q All right. And as you go through the -- you would  
10 agree, sir, that if when you were testifying that would have  
11 been the time for you to go ahead and point out to the Court  
12 if you believe that some portion was a rollover from Konami,  
13 TIAA --

14 A Yeah, I --

15 Q -- CREF, whatever the source may be, right?

16 A I believe we did do that.

17 Q Okay.

18 A I ca -- I -- if you look at page --

19 MR. PAGE: Motion to strike, there's no question  
20 pending.

21 THE WITNESS: Okay.

22 BY MR. PAGE:

23 Q Sir, the -- how the rules work is you wait until  
24 asked and --



1           A     I understand.

2           Q     -- then you answer.

3           A     I was just trying to help answer your question, so.

4           Q     There was no question pending, so I -- I don't think  
5 we needed anything additional. If I want anything additional,  
6 I'll certainly let you know. Let us move on to 3485 West  
7 Maule. Are you there? Oh, I guess you're not there. We're  
8 not --

9           A     What document?

10          Q     -- at the exhibit yet. Now --

11          A     Which exhibit?

12               MR. MAYO: He wasn't -- David, he wasn't asking for  
13 a document. He was just letting you know that he was moving  
14 on.

15               THE WITNESS: Oh, I see. I'm sorry, I  
16 misunderstood.

17 BY MR. PAGE:

18          Q     Sorry, I'm -- I got ahead of myself just a little  
19 bit. Now, the -- there was an intent to purchase the West  
20 Maule property, you claimed, back in March 15 of 2015. Do you  
21 recall --

22          A     Yes.

23          Q     -- going over that testimony with your Counsel?

24          A     Yes.

1 Q Okay. You agree that the purchase did not close  
2 until July 28 -- July 31, 2015?

3 A Yes.

4 Q You also agree that you and Christie entered into a  
5 domestic partnership in May of 2015, right?

6 A Yes.

7 Q Now, when you entered into that domestic  
8 partnership, you and Christie were living together.

9 A Yes, she just moved to town --

10 Q And --

11 A And mo --

12 Q -- as a matter-of-fact --

13 A -- most of --

14 Q -- she was trying --

15 A She was, like, 70 percent of the time in town.

16 Q So you and Christie at that time were also working  
17 on trying to conceive Sarah, right?

18 A I mean, there was a discussion of possibly doing  
19 that. I think she went off --

20 Q Now --

21 A -- of her -- her birth control around that time.

22 Q Sir, I'm going -- sir, it was a yes-or-no question,  
23 so all I --

24 A Okay.

1 Q -- need from you --

2 A I'll say yes, then.

3 Q -- yes or a no. Move to strike anything. Now,  
4 could you go ahead and turn to Exhibit 184.

5 A I couldn't hear you.

6 Q Exhibit 184, please.

7 A Okay, 184.

8 Q Okay. Yeah, so when we take a look at here, we both  
9 agree that it's -- it's going to be established by everyone  
10 that the purchase price of the West Maule property was  
11 \$284,000.

12 A Yes.

13 Q Now, you also put down an earnest money deposit of  
14 about \$5,000; is that about right?

15 A Yes.

16 Q Now, you put down that earnest money deposit around  
17 March of '15?

18 A Yep.

19 Q Okay. Then the rest of the funds came down -- came  
20 in from a deposit of \$23,400. Does that sound about right?

21 A Sounds about right.

22 Q Let's go ahead and turn to the document that's Bates  
23 labeled 7149 in Exhibit 184, please.

24 A Okay.

1 Q Great. And before we get there, I was going to ask  
2 this kind of question. You and Christie never had a  
3 prenuptial agreement; did you?

4 A No.

5 Q Okay, and you didn't have a postnuptial agreement,  
6 either, right?

7 A We weren't married, so no.

8 Q Okay. Well, you -- since they treat domestic  
9 partnerships as --

10 A I understand --

11 Q -- as full --

12 A -- I'm just telling you why.

13 Q You didn't have -- you didn't have an agreement  
14 prior to being domestically partnered, right?

15 A No, I just told you that.

16 Q And didn't have an agreement post being domestically  
17 partnered, right?

18 A I mean, verbal agreements, but that's about it.

19 Q Now, when we take a look here at this document  
20 that's 7149, the date on that check is July 24, 2015, right?

21 A Find the page. Let's see. Yep, July 24th.

22 Q Now, you testified that this check came from the  
23 Wells Fargo account ending in 5766, right?

24 A I believe so.

1 Q Okay. Now, that's the checking to -- that's the  
2 account into which you were depositing your paychecks, right?

3 A Yes.

4 Q Okay. So back on June 5, there was a deposit into  
5 that account for \$1,496.78. And that was from your paycheck,  
6 right?

7 A Probably, I'd have to look.

8 Q Okay. And then there was another one for \$1,496.78,  
9 right?

10 A I have to look at the statement. I'll take your  
11 word for it.

12 Q Okay. Another one for \$1,496.79.

13 A If you'd like for me to read the amounts, you can  
14 tell me the statement.

15 Q Well, we'll get there. We -- I'm just trying to --

16 A Well, then --

17 Q -- move this along.

18 A -- don't ask me. I can't read them if you -- I  
19 mean, just tell me what you want me to see.

20 MR. MAYO: Well, hold on. So, David, if -- if you  
21 can -- yeah, I mean, if you don't -- if you -- if you don't  
22 understand what he's asking, you can ask him to restate it,  
23 but (indiscernible - simultaneous speech) --

24 THE WITNESS: No, I understand. But how am I

1 supposed to verify it if I can't -- you know, I assume he's  
2 saying the truth.

3 BY MR. PAGE:

4 Q Well, you first said you were going to take my word  
5 for it, so I'm --

6 A Okay --

7 Q -- I'm trying (indiscernible - simultaneous speech)  
8 --

9 A -- fine.

10 Q -- expeditiously as we can.

11 A Yeah, no, I -- I hear you.

12 Q And then there was another one of -- paycheck of  
13 \$1,496.50. So if I tell you that between June 5 and July 24,  
14 there was \$5,986.85 from your paychecks deposited into that  
15 Wells Fargo account ending in 5756, that would sound about  
16 correct?

17 A Yes.

18 Q So when you wrote out this check for \$14,810.56, as  
19 a cashier's check, we can't say that the entirety of that  
20 \$5,986.85 went into that cashier's check that was used for the  
21 down payment of the West Maule house, right?

22 A I believe there were separate transfers from a Chase  
23 account and -- and I'm not -- and a --

24 Q We'll --

1           A     -- Bank of --  
2           Q     We'll get --  
3           A     -- America --  
4           Q     We'll get to that.  It's either a yes-or-no question  
5 I was asking you --  
6           A     Well, I --  
7           Q     And we can't --  
8           A     -- believe we can separate that, yes.  I believe we  
9 can separate that.  
10          Q     Yeah, we can't say that the entire \$5,700 -- \$5,900  
11 didn't go into that cashier's check, right?  
12          A     I believe we can say that.  
13          Q     Oh, all right.  So you also had a transfer from a  
14 Chase account and looks like that one's maybe ending in 7856.  
15 And that was for the amount of \$9,170.07.  
16          A     Sounds right.  
17          Q     Sound about right?  
18          A     Yes.  
19          Q     Okay.  And I think if you were asked, you'd probably  
20 say that your father transferred that money to you?  
21          A     No.  
22          Q     Okay.  But as we sit here now today, we can't say  
23 whether that \$9,170.07 came from funds that were acquired  
24 pre-domestic partnership or post-domestic partnership; can we?

1           A     Yes -- yes, we can.  The statements, I believe were  
2 disclosed --

3           Q     Okay, sir --

4           A     -- at some point.

5           Q     -- as -- as we look through here --

6           A     Yes, we can.  Okay.  Fine.

7           Q     Let me ask it -- let me ask you the question in a  
8 different way.

9           A     Just trying to save time.  I'm just trying to save  
10 time --

11          Q     As we --

12          A     -- sorry.

13          Q     As we --

14          A     I said yes.

15          Q     -- look through 184 from start to finish, and  
16 there's roughly -- a little over 100 pages here, we can't say  
17 that the monies that are reflected in this Chase account came  
18 from monies that were acquired pre-domestic partnership or  
19 post-domestic partnership; can we?

20          A     Yes, we can.

21          Q     Okay, so you're say -- you're telling me -- it's  
22 your testimony that somewhere here in Exhibit 184, which runs  
23 from David Stucke 7113 to David Stucke 7267, that somewhere in  
24 here there is some sort of evidence that you have not gone



1 over in your testimony, that shows that that money from Chase  
2 Bank was po -- pre --

3 A Which exhibit are we --

4 Q -- domestic --

5 A -- or you looking at?

6 Q -- partnership money? I'm -- sir, listen to the  
7 question.

8 A I'm asking --

9 Q Somewhere --

10 A -- which exhibit.

11 Q -- in here in exhibit --

12 THE COURT: I'm asking, too.

13 MR. MAYO: And da -- David --

14 THE COURT: Can you tell --

15 MR. MAYO: -- David, he hasn't --

16 THE COURT: Can you --

17 MR. MAYO: -- directed you to an exhibit.

18 THE COURT: Can you give him --

19 MR. MAYO: Just answer the question.

20 THE COURT: -- the exhibit, Mr. Page? I need to  
21 know, too, because I -- I got -- I got lost on that. Which --  
22 what's the number?

23 MR. PAGE: The exhibit number is 184. The Bates  
24 label runs for Exhibit 184 from 7113 and runs to 7267. My

1 question to Mr. Stucke was, isn't it true you can't show that  
2 any of the monies from Chase -- the \$9,170 -- came from  
3 pre-domestic partnership monies. And his answer is either yes  
4 or it would be no. But I need (indiscernible - simultaneous  
5 speech) --

6 THE COURT: And he said yes.

7 MR. PAGE: -- to the documents contained in Exhibit  
8 184.

9 THE COURT: Right. Okay --

10 THE WITNESS: And I said --

11 THE COURT: -- and he --

12 THE WITNESS: And I said yes.

13 THE COURT: And he said yes, okay.

14 CROSS EXAMINATION CONTINUED

15 BY MR. PAGE:

16 Q So, Mr. Stucke, I would like you to look through  
17 Exhibit 184 --

18 A Page 7137 is the page if it's --

19 Q Seven-one --

20 A -- 2015 in March. The money was --

21 Q Seven-one-three-seven.

22 A -- there before the domestic partnership and never  
23 been touched.

24 Q Okay, then you answered my question. Thank you.

1 THE COURT: The number was 7137?

2 MR. PAGE: Yes.

3 THE COURT: Okay, I just want to make sure.

4 THE WITNESS: Yeah, 7137.

5 BY MR. PAGE:

6 Q Now, as we take a look at this 7137, I -- I guess I  
7 do have a question about that. And that is, this statement is  
8 provided, but only this statement is provided. There was no  
9 statement before that. There's no statement after that.  
10 There's no statement that covers the July 24, 2015 period;  
11 does it?

12 A Doesn't appear so.

13 Q It's possible that monies could have been taken out  
14 and additional monies could have been taken -- put back in  
15 subsequent to you and Christie being domestically partnered.

16 A It's possible, but it's not true.

17 Q I -- again, move to strike. I just asked you  
18 whether it was possible. So yes, it is possible, right?

19 A Of course. Of course, it's possible.

20 Q Okay, that -- that's the question that I asked.  
21 Now, at the time the West Maule house was purchased, there was  
22 no appraisal on the house; was there?

23 A No.

24 Q Do you recall the discussion we had on September 24

1 (sic) as to the closing of the property? Because your counsel  
2 tried to argue that it actually closed back in March. But you  
3 do recall the Judge's comments that says there's no commission  
4 until the property closes, right?

5 A Okay, I don't recall.

6 Q And do you agree that there is no title that passes  
7 until the proper (indiscernible)?

8 A Yes, that's true.

9 Q Okay. And it's always possible, even once an  
10 earnest money deposit has been put down, the house can fall  
11 out, right?

12 A Of course.

13 Q Okay. Now, after this property was purchased, you  
14 and Christie worked on the property, right?

15 A No, I did one repair with my -- my --

16 Q When I say you and Christie, you guys are a  
17 partnership, so what you do, she does, what she does, you do.

18 A Not in --

19 Q Okay?

20 A -- this case. It was --

21 Q Well --

22 A It was separate cash from my safe.

23 Q So again, the stucco was falling down, right?

24 A Yes.

1 Q Okay, and you had to replace the stucco.  
2 A Yes.  
3 Q Okay. The house needed to be painted, so the hase  
4 -- house was painted, right?  
5 A Yes, and I paid for it.  
6 Q And the garage had to be repaired, right?  
7 A That's incorrect, other than the stucco.  
8 Q Oh, only the stucco is your contention. Okay.  
9 A I believe -- I believe so.  
10 Q Okay. But you also guys did some other things, like  
11 you had to clean up the yard, right?  
12 A Yeah, I cut -- I cut the -- I cut the trees, yes.  
13 Q And you had to do a few other things to the property  
14 to bring it back into a little bit better shape, right?  
15 A Yeah, you clean -- you clean up your house, yes.  
16 Q So when you -- you did all this work on the house,  
17 you don't have any evidence that we have here in trial today  
18 that the repairs and maintenance were done with anything other  
19 than monies that you and Christie acquired together; do you?  
20 A I have no -- so no, I guess I don't. I have an  
21 answer, but I'll --  
22 Q You don't -- you don't have --  
23 A -- I'll stick --  
24 Q -- any receipts?

1           A     -- to your question. The answer is no.

2           Q     Now, you also testified that the appraisal, that  
3 didn't occur until, like, December of 2015?

4           A     Correct.

5           Q     You would agree that it is impossible to conclude  
6 with any degree of certainty what the value of the house was  
7 at the time of purchase versus the time the appraisal was  
8 done, correct?

9           A     I would disagree.

10          Q     But you did testify there is no other appraisal,  
11 right?

12          A     Correct.

13          Q     You have no other indicia of value other than the  
14 selling price of \$284,000, right?

15          A     That is a sales price, not a value price.

16          Q     So when you had to pay the real property transfer  
17 tax, you paid the real property transfer tax based upon the  
18 purchase price of \$284,000, right?

19          A     I assume that's correct, yes.

20          Q     Could you return to Exhibit 121, please?

21               MR. MAYO: I'm sorry, Fred, what number?

22               MR. PAGE: You there?

23               THE WITNESS: One twenty-one.

24               THE COURT: One twenty-one.

1 THE WITNESS: Yeah, I got it.

2 BY MR. PAGE:

3 Q Now, I'd like you to turn to page 2 of the  
4 appraisal. Can you turn back there, sir, where it says David  
5 Stucke 3995?

6 A Yes.

7 Q Okay. If you look there at the uniform residential  
8 report, you said -- it shows that the -- at the time the house  
9 was sold, the number of days that it was on the market was 342  
10 days, right?

11 A Yes.

12 Q After the West Maule house was purchased, you and  
13 Christie made the payments from your joint efforts together?

14 A Made it from my checking account, if you want to  
15 call it joint efforts.

16 Q Okay, but you guys were domestically partnered,  
17 right?

18 A I'm just telling you what account it came from.

19 Q Okay. And the checking account was a joint account,  
20 right?

21 A No, I don't believe, not until May 2016. Or no,  
22 that co -- that account has never been joint. It still isn't.

23 Q But that's where you deposited your paychecks into.

24 A Yes.

1 Q And you and Christie were domestically partnered,  
2 right?

3 A Yes, I've answered that one.

4 Q And while you and Christie were together throughout  
5 the domestic partnership, you had certain things that she did  
6 -- or you had ther -- certain things that you did around the  
7 house, and she had certain things that she did around the  
8 house, right?

9 A Sure.

10 Q Okay. So in other words, somebody mowed the lawn,  
11 and somebody did the laundry, right?

12 A Of course.

13 Q And you don't believe the things that you did were  
14 any more valuable than the things that she did.

15 A I mean, hard to value them, so I -- I won't -- I  
16 don't think you can put a comparison.

17 Q Now, you agree that the mortgage balance is now  
18 what, about \$234,000?

19 A Yeah, somewhere in there, yes.

20 Q Okay. You haven't provided an updated statement,  
21 right?

22 A Yes, I have.

23 Q Okay, well, you haven't provided a statement for  
24 December, right?



1           A     Not for December, no. The December payment is still  
2 due. I'm hoping Christie pays the mortgage this month if  
3 she's still there.

4           Q     Again, I move to strike as being nonresponsive --

5           A     Okay.

6           Q     -- any --

7           A     No, I -- I'm sorry. I answered your question.

8           Q     Okay, and so you can provide me a state -- you can  
9 provide the Court a statement from December, right?

10          A     No, there's no December statement.

11          Q     I'm sorry?

12          A     No, it's as of whatever -- our last payment.

13 October or whatever. Or, it could be with our statements. I  
14 -- I should have sent them.

15          Q     Okay.

16                THE COURT: Mr. Page, were you asking if he could  
17 provide a December statement?

18                MR. PAGE: Yeah, but I -- I -- did you say that you  
19 just wanted the value up through September?

20                THE COURT: He provided --

21                THE WITNESS: No, I --

22                THE COURT: -- through October, is what he's saying.  
23 But I think you --

24                MR. PAGE: Right, I'm asking --

1 THE COURT: -- were asking something different than  
2 what he was answering, actually. You were saying so he could  
3 provide a December statement, which would give the current --

4 THE WITNESS: Yeah, of course.

5 THE COURT: -- balance, correct? Is --

6 MR. PAGE: Yes.

7 THE COURT: -- that what you're asking, Mr. Page?

8 MR. PAGE: Yes, I am.

9 THE COURT: Okay.

10 THE WITNESS: Yeah, that's no problem.

11 THE COURT: Okay --

12 MR. MAYO: Well, Your Honor, I --

13 THE COURT: -- so when --

14 MR. MAYO: Your Honor, I would point out that  
15 there's statements we provided for October and November,  
16 nothing for December, so.

17 THE COURT: Understood. Understood.

18 MR. MAYO: Yeah, I -- it's just -- if someone says,  
19 hey, can you give me some statements, can you give me some  
20 statements, it's like, well, then are we all giving  
21 statements? I'm just --

22 THE COURT: No, no --

23 MR. MAYO: -- trying to --

24 THE COURT: -- no. Hold on. But, I mean, we

1 ultimately know -- okay. So through oc -- did you provide

2 November's statement in your production or did you provide --

3 THE WITNESS: I -- I don't re -- I don't know the --  
4 the date on it, but --

5 MR. MAYO: We went --

6 THE WITNESS: -- I can --

7 MR. MAYO: -- through October --

8 THE WITNESS: -- (indiscernible - simultaneous  
9 speech) --

10 MR. MAYO: -- because we were -- that's the date we  
11 agreed to, was October. So we did --

12 THE COURT: Got in.

13 MR. MAYO: -- an October.

14 THE COURT: Okay.

15 MR. MAYO: Yeah.

16 THE COURT: Okay. And so I guess, Mr. Page, you're  
17 right. That's what he's saying is, like, let's just go  
18 through October. Or no. But I guess, I mean --

19 BY MR. PAGE:

20 Q Well, I'm looking here at what they sent me, and I  
21 see stuff from Fidelity and from TIAA-CREF. I don't really  
22 see anything -- most of the (indiscernible - simultaneous  
23 speech) --

24 A You want the balance? I can tell it to you right

1 now.

2 Q I'm sorry?

3 A I can look up the balance right now if it's  
4 important.

5 Q No, I -- I'd rather have us keep going through what  
6 we're going through. We can get the -- that sort of --

7 A Okay.

8 Q -- information later.

9 A Okay.

10 Q I'm going to make use of the time that we have as  
11 well as we can. What do you think the house is worth now?

12 A Five hundred thousand.

13 Q Okay.

14 A Yeah.

15 Q Zillow, I would maintain to you, has a considerably  
16 higher value of \$548,000.

17 MR. MAYO: I -- objection, Your Honor -- objection,  
18 Your Honor, hearsay.

19 THE COURT: Well, okay, first of all --

20 THE WITNESS: I paid for an appraisal.

21 THE COURT: Hold on. Hold on, hold on, hold on.

22 Hearsay or is it mi -- I --

23 MR. MAYO: He --

24 THE COURT: I don't even --

1 MR. MAYO: If he --  
2 THE COURT: -- know if --  
3 MR. MAYO: -- says --  
4 THE COURT: -- it's that.  
5 MR. MAYO: If he says --  
6 THE COURT: He's ta --  
7 MR. MAYO: -- do you think --  
8 THE COURT: Mister --  
9 MR. MAYO: -- that the value is higher --  
10 THE COURT: Well, hold --  
11 MR. MAYO: If he's --  
12 THE COURT: -- on.  
13 MR. MAYO: If he's --  
14 THE COURT: Hold on. Hold on. Mister --  
15 MR. MAYO: Okay, sorry.  
16 THE COURT: Hold on. Mr. Page said, like, a -- made  
17 a statement, as opposed to a question. So I guess before you  
18 go any further, Mr. Page, what is your question? Because  
19 really, it --  
20 MR. PAGE: I --  
21 THE COURT: -- sounded like --  
22 MR. PAGE: Well --  
23 THE COURT: -- Mr. Page was --  
24 MR. PAGE: -- the --

1 THE COURT: -- testifying.

2 BY MR. PAGE:

3 Q The question is, if other sources, such as Zillow,  
4 have a value, would you agree that the house might be worth  
5 something more than \$500,000?

6 A Redfin has it for 400,000.

7 Q I'm sorry, what?

8 A Redfin has it 408, I believe.

9 Q Would you be willing to have the house appraised?

10 A I already did.

11 Q No, I'm asking you, would you be willing to have the  
12 house appraised again?

13 MR. MAYO: Your Honor, we --

14 BY MR. PAGE:

15 Q To ru --

16 MR. MAYO: -- already had the house --

17 BY MR. PAGE:

18 Q To (indiscernible - simultaneous speech) --

19 A (Indiscernible - simultaneous speech) --

20 MR. MAYO: Your Honor, we already have the house  
21 appraised.

22 THE COURT: Hold on. Hold on. He's just asking a  
23 question.

24 MR. MAYO: No, he's -- yeah.

1 THE COURT: He's asking a question.

2 MR. MAYO: He's trying to get my client to say, will  
3 you do all these extra things. But we have --

4 THE COURT: I know --

5 MR. MAYO: -- discovery deadlines. And --

6 THE COURT: -- but it's all based upon what I order,  
7 so it's -- look --

8 MR. MAYO: Okay.

9 THE COURT: He's asking a question. Would you be  
10 willing to have it appraised? He says he thinks it's worth  
11 500,000. He al -- I -- is -- what I'm hearing so far, he  
12 thinks it's worth 500,000, which I think is in his updated  
13 document for values. Mr. Page say what if the other -- other  
14 sources say it's considerably higher? He said, well, another  
15 one says it's considerably lower. Mr. Page says, would you be  
16 willing to have the house appraised. That's the question  
17 that's pending.

18 THE WITNESS: If needed.

19 THE COURT: Answer is yes or no.

20 THE WITNESS: If needed, sure. I'm not paying for  
21 it.

22 CROSS EXAMINATION CONTINUED

23 BY MR. PAGE:

24 Q Okay.

1           A     If I don't have to.

2                   THE COURT:   Okay, go ahead, Mr. Page.

3   BY MR. PAGE:

4           Q     I didn't ask you whether you'd pay for it, sir.

5                   THE COURT:   Okay, Mr. Page.

6                   THE WITNESS:  Well, yes, but --

7                   THE COURT:   That's fine --

8                   THE WITNESS:  -- you asked if --

9                   THE COURT:   -- just go --

10                  THE WITNESS:  -- I was willing.

11                  THE COURT:   -- ahead.  Next, next, next.  It's --

12                  THE WITNESS:  Okay.

13                  THE COURT:   -- all up to me anyway.  Doesn't matter.

14   Keep moving.  Keep moving.  We don't need to argue about it,

15   Mr. Page.

16   BY MR. PAGE:

17           Q     So as it relates to the -- the Birkland property,

18   let's move on to that here briefly.  You agree that that was

19   purchased with your friend, John Morrell (ph), if I'm

20   pronouncing that correctly?

21           A     Yes.

22           Q     You agree that that house was purchased during the

23   marriage.

24           A     Correct.



1           Q     You agree that the house was purchased on or about  
2 April 13, 2018.

3           A     Correct.

4           Q     The purpose of the purchase of the house was for  
5 Airbnb rentals.

6           A     Yes.

7           Q     And then, you and Mr. Morrell were partners in the  
8 venture.

9           A     Yes.

10          Q     It's accurate to say that Mr. Morrell put down  
11 approximately 585,880 (indiscernible) 13 cents.

12          A     Sounds about right.

13          Q     You put down approximately \$25,000.

14          A     Correct.

15          Q     Ten thousand of that at least came from the Wells  
16 Fargo account ending in 5766.

17          A     I -- I believe so.

18          Q     And then the other 25 -- the other \$15,000, that  
19 came from -- where did that come from?

20          A     I believe it came from the account 7338, which was  
21 used for the Grandview rental income.

22          Q     Now, isn't it true that Mr. Morrell wasn't  
23 comfortable with Christie being on the property -- on the  
24 title for the property?

1           A     No, that's not true.

2           Q     Okay. You've reviewed Dr. Paglini's report, right?

3           A     He didn't want to work with Christie. It was  
4 nothing about title.

5           Q     If he didn't want to work with her, he did not want  
6 to have her name on the title, right?

7           A     You'd have to ask him.

8           Q     Now, the agreement was, was that Mr. Morrell would  
9 get 42.5 percent of the rental income and you and Christie  
10 would get 57.5 percent of the re -- the rental income, right?

11          A     After expenses, yes.

12          Q     Then any gains would be equally divided.

13          A     On the property, yep.

14          Q     There was supposed to be a mortgage payment made to  
15 Mr. Morrell that was at 5.75 percent, but that was never made.

16          A     Correct.

17          Q     Now, on August 3, the interest in the house -- 100  
18 percent of the interest -- all right, title, and interest was  
19 transferred to JD Investments, LLC, a New Mexico corporation,  
20 right?

21          A     Yes.

22          Q     Okay. Now, you -- as LLC, is -- there were two  
23 members. And those two members were you and Mr. Morrell,  
24 right?

1           A     Correct.

2           Q     Okay. That LLC, that was created during the course  
3 of your marriage with you and -- and Christie, right?

4           A     Yes.

5           Q     You agree that there was no operating agreement.

6           A     No, I don't agree with that.

7           Q     Okay, but you will agree that there was no  
8 postnuptial agreement that JD Investments was your sole and  
9 separate property.

10          A     She signed a quitclaim deed, was our only --

11          Q     Sir --

12          A     -- agreement.

13          Q     -- lis -- listen to the question. Don't avoid the  
14 question. Listen to it and answer it, please. You agree  
15 there --

16          A     There was no postnuptial.

17          Q     Sir, there was no postnuptial agreement --

18          A     I --

19          Q     -- (indiscernible - simultaneous speech) --

20          A     I agreed with you. I said yes, there was none.

21          Q     All right. (Indiscernible) --

22          A     (indiscernible - simultaneous speech) --

23          Q     -- you can answer --

24                THE COURT: Hold on. Hold on, guys. You guys can't

1 talk over each other. Hold on. Mr. Page, clearly, slowly,  
2 what's your question? There's no postnuptial --

3 BY MR. PAGE:

4 Q You agree that there was no postnuptial agreement  
5 that JD Investments, LLC was your sole and separate property.

6 A No.

7 Q You agree that you -- that JD Investments owned 100  
8 percent of -- of gra -- of Birkland, right?

9 A Correct.

10 Q Thank you. Now, Birkland was sold. The net  
11 proceeds were approximately, \$682,746.77 cents, right?

12 A Okay.

13 THE COURT: What was the number?

14 BY MR. PAGE:

15 Q Six hundred eighty-two thousand, seven hundred and  
16 forty-six dollars, seventy-seven cents. Does that sound about  
17 right?

18 A Sounds about right.

19 Q Okay. Now, from those proceeds, Mr. Morrell  
20 received his \$585,889.13 back; is that accurate?

21 A Yes.

22 Q Twenty-five thousand, which would be the portion  
23 that was part of JD Investments, that 25,000, that was --  
24 that's still in trust, right?

1           A     It's -- there's some of John's money in trust as  
2 well, I believe. Well, I don't know. It's been -- money's  
3 been taken out of it, so I'm not sure what's in it now.

4           Q     Okay, but the -- originally, that's what it was  
5 supposed to --

6           A     Originally --

7           Q     -- be, right?

8           A     -- yes. Yes.

9           Q     The net from those two deductions is about  
10 \$71,857.64. Is that about right?

11          A     Which two deductions, the 585 and the 25, is that  
12 what you're saying?

13          Q     Yeah, the 585 and the 25 --

14          A     Okay, yeah, that sounds --

15          Q     -- from the 682.

16          A     -- about right.

17          Q     Sounds about right, okay.

18          A     Yes.

19                THE COURT: What was the number ba -- balance,  
20 Mr. Page? I'm sorry.

21                MR. PAGE: The net was 71,857.64.

22                THE COURT: Got it, thank you.

23 BY MR. PAGE:

24          Q     If I tell you the mortgage payments not made were

1 about \$25,636, would that sound about right?

2 A What did you say, 25,000? Yeah, that's probably --  
3 that's probably close to right.

4 Q And then the net from that deduction leaves about  
5 \$46,221.64.

6 A Okay.

7 Q And that is an amount that should be divided between  
8 you and Christie.

9 A No, John, I believe, gets half of it after my 25,000  
10 comes -- oh, you took the 25,000 off. So John still gets half  
11 of that.

12 Q Yeah. I'm -- I'm sorry?

13 A John is still supposed to be a half of it because he  
14 didn't get half of any profit. He just got his money back.

15 Q So he -- you're saying he should get some unpaid  
16 rental income.

17 A No, I'm saying it's on the gain of the property.  
18 There was -- there was a loss on rent.

19 THE COURT: Right, Mr. Page, as I understand it and  
20 maybe --

21 MR. PAGE: I un -- I understand (indiscernible) --

22 THE COURT: Right. So he's saying after -- after  
23 they pay the 25,000 with that net of 46,000, Mr. Morrell's  
24 still supposed his half of the profit.

1 MR. PAGE: Yes, I understand.

2 THE COURT: Got it.

3 MR. PAGE: I get it.

4 THE COURT: Okay.

5 MR. PAGE: And then half of that would be division  
6 between Christie and Mr. Stucke.

7 THE COURT: Right.

8 MR. PAGE: Okay, got it.

9 THE WITNESS: I believe there's something  
10 outstanding for him.

11 MR. PAGE: Move to strike, there's no question  
12 pending.

13 THE WITNESS: Yeah, sorry.

14 THE COURT: Hold on, hold on, hold on. Yeah, mi --  
15 David, hold on.

16 MR. MAYO: David, just wait until a question is  
17 asked.

18 THE COURT: I -- I know it's hard. I know you want  
19 to help and, like, help fill in the blanks. It's totally  
20 normal. You're not, like, unlike a lot of people, but just  
21 wait.

22 MR. PAGE: I'm -- I'm ready to move on to another  
23 subject matter. We can --

24 THE COURT: Okay.

1 MR. PAGE: -- (indiscernible) or we can stop because  
2 its 5:00. But I don't know what your overtime policy is. But  
3 I can keep going if you want me to.

4 THE COURT: Hold on, let me -- we're trying to wait  
5 to hear back from -- okay, so she's authorized to stay past  
6 5:00. So we can do that. Do you want to -- how much time do  
7 you want to -- want to do another -- well let's just see what  
8 you got. Let's -- maybe another 15, 20, 30? I don't know,  
9 we'll see.

10 MR. PAGE: Okay. Well, let's --

11 THE COURT: Can you guys come back tomorrow, by the  
12 way?

13 MR. PAGE: I can in the morning, but I have some  
14 extensive hearings in the afternoon. I have a really long  
15 hearing in Henderson at 1:30. Also --

16 THE COURT: Okay.

17 MR. PAGE: -- (indiscernible - simultaneous speech).

18 THE COURT: I'm going to need you guys to come back  
19 tomorrow.

20 MR. MAYO: I can --

21 THE COURT: Mr. Mayo?

22 MR. MAYO: I can do tomorrow morning, Your Honor.

23 THE COURT: Okay, perfect. And, David, you can,  
24 too? And --



1 THE WITNESS: Yeah.

2 THE COURT: -- Christie, you can?

3 THE DEFENDANT: Yes.

4 THE COURT: Okay, cool. All right, very good, then  
5 that's what we'll do.

6 CROSS EXAMINATION CONTINUED

7 BY MR. PAGE:

8 Q Sir, you have -- you testified as to your credit  
9 cards. Do you recall that?

10 A Yes.

11 Q Okay. You testified that the American Express  
12 balance was run up after the separation, right?

13 A Yeah, most of it, probably. The -- there might have  
14 been a little bit, but.

15 Q At -- in fact, you testified you put your attor --  
16 some of your attorney's fees on the card, right?

17 A My initial retainer, I did, yeah. And that's about  
18 it.

19 Q And you also indicated that at the time the divorce  
20 started, which was November of 2018, the Bank of America  
21 credit card was essentially zero.

22 A Yes.

23 Q And any balance on that is a result of post  
24 separation spending?

1 A Yeah.

2 Q You have no issue with you keeping your cards and  
3 Christie keeping her cards?

4 A No, I -- I've been paying all the bills. I'd -- I  
5 think that's an argument for Vincent to talk about.

6 Q Now, you also claim that you've had some personal  
7 loans.

8 A Yes.

9 Q Okay. One of those was to, you claim, Patrick  
10 Gallagher (ph).

11 A Yeah, over several -- several loans to my --

12 Q No, (indiscernible) those, sir. Listen to the  
13 question --

14 A But, yes.

15 Q -- and answer, please. You agree that you haven't  
16 provided any evidence of any loan with Mr. Gallagher; have  
17 you?

18 A I have to Vincent. I don't know that it's been  
19 submitted or --

20 Q Right.

21 A -- not.

22 Q And in Exhibits 1 -- 1 through 215, there's not a  
23 promissory note from Mr. Gallagher in there; is there?

24 A Not to my knowledge.

1 Q Okay. There's also a -- a claimed loan from a  
2 Randall Griffith (ph).

3 A Yes.

4 Q Okay. And you would agree that in exhibit -- in  
5 Exhibits 1 through 215, that there's no promissory note from  
6 you to Mr. Griffith in there; is there?

7 A I don't believe so.

8 Q And then there was one more from a girl, I think her  
9 name was Kim (ph)?

10 A Yep.

11 Q The same thing. There's nothing in the records that  
12 would indicate that you have a loan -- Kim -- and her last  
13 name escapes me -- right?

14 A No.

15 Q Pelton (ph), I believe it is.

16 A Well, it's in the bank statements, all the  
17 transfers, but. So it's in the records, really.

18 Q Okay, but you -- but you don't have --

19 A There's not a --

20 Q -- (indiscernible - simultaneous speech) --

21 A -- promissory note.

22 Q There's no -- there's no loan, there's no testimony,  
23 there's no nothing, other than what you -- it is because I say  
24 it is, right?

1           A     There are bank statement transfers from other people  
2 very visible.

3           Q     All right, so you -- if you re -- if you produce a  
4 bank statement saying there's a deposit, again, it still comes  
5 down to there's nothing other than you saying it is because I  
6 say it is, it's a loan, right?

7           A     Of course -- of course.

8           Q     Now, as we sit here right now, there's no child  
9 support order; is there?

10           THE DEFENDANT: (Indiscernible).

11 BY MR. PAGE:

12           Q     So as from November 2018 through to today, you  
13 haven't been paying any child support; have you?

14           A     No.

15           Q     Right now, you're living in your girlfriend's house,  
16 right?

17           A     Yes.

18           Q     You claim that, in your financial disclosure form,  
19 that you're paying her \$2,000 a month. You're not really  
20 paying her 2,000 --

21           A     No. No, it's 700. I don't know -- it's 700. The  
22 two -- if -- if -- yeah, there's -- it's 700 a month I'm  
23 paying her.

24           Q     You also testified that Christie drained the joint

1 accounts. You would agree that as we've --

2 A Right.

3 Q -- gone through the testimony here over the past  
4 day-and-a-half now because of the te -- Dr. Paglini, that you  
5 haven't provided any evidence that Christie has drained  
6 anything, right?

7 A The bank statements show it.

8 Q Okay, but you have -- you haven't testify to it,  
9 right?

10 A No.

11 Q You haven't provided -- you haven't pointed to page  
12 and exhibit number as to what it --

13 A I don't --

14 Q -- (indiscernible - simultaneous speech).

15 A I don't believe so. I don't --

16 Q Okay.

17 A -- believe so.

18 (Pause)

19 BY MR. PAGE:

20 Q Now, when you work for places like Gamblit Gaming  
21 and Ainsworth, they have some procedures or some limits they  
22 place upon you, right?

23 A I'm not sure what you're referring to.

24 Q Okay, I understand. That's -- it's a vague

1 question. So I understand what you're -- you're -- you're  
2 talking about there. One of the restrictions that are placed  
3 upon you by those employers is you can't go out and gamble,  
4 right?

5 A That's not true.

6 Q Oh, so you can -- you can go play poker, you can go  
7 play slot machines, and everything like that?

8 A Correct. You -- it's company policy to not play  
9 your own company's machines.

10 THE COURT: Did you hear that, Mr. Page?

11 MR. PAGE: No, I didn't.

12 THE COURT: He said it's company policy just not to  
13 play your own machines. Did you hear that?

14 MR. PAGE: I did hear that, thank you.

15 THE COURT: Okay, cool. All right, very good.

16 (Pause)

17 BY MR. PAGE:

18 Q Let's go ahead and turn to Exhibit 184.

19 A One-eight-four?

20 Q One-eight-four.

21 A One-eight -- I still didn't hear you. Say it -- can  
22 you say it one more time?

23 (COUNSEL AND CLIENT CONFER BRIEFLY)

24 BY MR. PAGE:

1 Q Oh, I'm sorry, I went to the wrong exhibit.

2 (Indiscernible) to figure it out. Let's go to Exhibit 140,  
3 please.

4 A One-four-zero?

5 Q One-four-zero.

6 A Got it. Okay, I have it.

7 Q Now, I asked you before whether I -- you thought the  
8 balance of the mortgage was 100 and -- or \$234,000. As we  
9 look here at the mortgage statement which has a due date of  
10 01/01/20, the principal balance is actually 237,924. So you  
11 would agree, it's probably considerably less than 237, as we  
12 stand here today?

13 A I'm not sure. But they're on the FDF, I believe, or  
14 the statement. And we submitted it.

15 (Pause)

16 MR. PAGE: Sorry, about -- it's a little bit choppy  
17 at times because there's just so much here, but.

18 THE COURT: That's okay. You're fine. It's  
19 actually go -- flowing well.

20 (Pause)

21 BY MR. PAGE:

22 Q Now, let's go ahead and have you turn to -- let's  
23 start off with Exhibit 44A.

24 (Pause)

1 BY MR. PAGE:

2 Q Are you there at 44A?

3 A Yeah, which page?

4 Q Well, we'll just start off with -- with a -- with  
5 some basic questions on this one. Now, this is a return from  
6 a subpoena from Cosmopolitan. And this has to do with alleged  
7 gaming that Christie engaged in. When you and Christie were  
8 together, didn't you operate a company called Arbitrage  
9 Gaming?

10 A Yes.

11 Q Arbitrage Gaming is something where you're able to  
12 find out weaknesses in the odds system and then play the games  
13 to take advantage of those weaknesses, correct?

14 A Yes.

15 Q That is something that you and Christie did  
16 together, right?

17 A I told you, it was 2016 was the last time. Oh, it  
18 was Vincent, sorry. So it was 2016 was last time we've done  
19 any gam -- gambling. They were rare opportunities.

20 Q Now, what -- you are aware that Christie is going to  
21 testify that you and her, post 2015, did engage in gaming  
22 arbitrage here in Las Vegas.

23 A Yes, that part is true.

24 Q And that was post 2015, right?



1           A     Yes. I said 2016 on the other one. But -- but yes,  
2 both are correct.

3           Q     2016, okay. 2015, 2016. You and Christie would  
4 solicit individuals to go into the casinos with her. And you  
5 would direct them how much to play and when to try and earn  
6 back rewards that would earn you a rate of return above zero.

7           A     Not since 2016, and it was nothing to do with the  
8 rewards. But I don't think we have time to explain it all.

9           Q     Okay, I'll -- it's okay. I'll have Christie, when  
10 she's on the stand, explain how and why you did what you did  
11 at the Cosmopolitan and other establishments of the like.

12          A     That should be interesting.

13          Q     Now, you also testified that you've claimed that  
14 Christie has taken out withdrawals and made -- or engaged in  
15 gambling at various casinos.

16          A     I don't think she denies that.

17          Q     My -- I didn't ask you whether she denied it or  
18 admitted it. My question was that's what you contended,  
19 right?

20          A     I assume, yes, it --

21          Q     Okay.

22          A     -- would appear so.

23          Q     My question to you is, as part of that proof, what  
24 correlation between gaming at any casino and -- well, let me

1 rephrase the question. You would agree that you have failed  
2 to provide any reference to any withdrawal from a bank  
3 account, by Bates label, to any gaming that Christie allegedly  
4 game -- engaged in at a certain casino in either date or  
5 amount, right?

6 A Well, she did it about every three days for the past  
7 (indiscernible - simultaneous speech) --

8 Q Sir -- sir, listen to the question. I want you to  
9 listen to the question, I want you to answer the question.

10 A Well, you can reference the (indiscernible).

11 Q No. No. You provided no correlation for these  
12 dates --

13 A They're in the general ledger.

14 Q You provided -- I'm sorry?

15 A They're in the general ledger that's been submitted.

16 Q I'm asking you (indiscernible) of proof that you  
17 provide some (indiscernible) correlation from Bates number to  
18 Bates number that Ms. Stucke has engaged in gambling that is  
19 somehow improper. And I --

20 A I believe we had --

21 Q And I'm asking to --

22 A -- referenced number --

23 Q -- I'm asking you to agree that you haven't provided  
24 that sort of substantiation.

1           A     I disagree.

2           Q     So you -- if I asked you here to refer to a Bates  
3 number that would cor -- from a bank account -- from a bank  
4 statement that would correlate to something here in the  
5 Cosmopolitan, you couldn't do it; could you?

6           A     Absolutely, I could.

7           Q     You gave testimony for about a day-and-a-half. And  
8 at no point, you would agree, in that testimony, did you  
9 provide any correlation from a Bates number from a bank  
10 statement to a Bates number on any return from a subpoena from  
11 any casino, correct?

12          A     We gave the summary.

13          Q     Sir, listen to the question. I don't mean to be  
14 sharp with you --

15          A     We did not reference a --

16          Q     -- but I want you --

17          A     -- bank statement.

18          Q     -- to listen to the question and I want you to  
19 answer the question. I don't want you to talk over me, so  
20 please be silent, listen to the question, and answer the  
21 question. You testified for a day-and-a-half.

22                 And it -- you would agree that at no point during  
23 that day-and-a-half did you refer to a particular Bates number  
24 on a bank statement from Christie that correlates to any

1 gaming activity at any casino in Las Vegas. And I asked you  
2 to provide the Bates number of the return from the subpoena  
3 that you claim this gambling activity took place at, right?

4 A It's been three months. I am not sure. We may have  
5 mentioned one, but I don't know.

6 Q So when we go ahead and look through the same thing  
7 for Exhibit, say, 44B, which that was a -- that's also the  
8 Cosmopolitan, the same thing would be true. You still haven't  
9 provided any Bates reference from any bank statement that you  
10 can correlate with a subpoena returned from a casino, right?  
11 You did -- you --

12 A I'm sorry, say it again. I made it to the end, and  
13 I didn't quite catch the ending of your question.

14 Q You would agree that you haven't provided any Bates  
15 label reference from any bank statement in Christie's name  
16 that you can correlate to a Bates number from any casino from  
17 which you've received a subpoena return, right?

18 A Like I said, I'm giving the same answer as the last  
19 one. I believe we may --

20 Q Okay.

21 A -- have referenced them, I'm not sure.

22 Q That's fine. You're -- you -- but what you're  
23 saying is, it is because I say it is. Because you said, I did  
24 it (indiscernible - simultaneous speech) --

1           A     No, no, I'm not. I'm saying I don't remember if  
2 Vincent mentioned one. That's what I'm saying.

3           Q     So if we look at Exhibit 45A, which is Desert  
4 Palace, ask you the same question.

5           A     I have the same answer.

6           Q     Okay. Then Exhibit 45B, same answer?

7           A     Same answer.

8           Q     All right. So when I go through each of these  
9 subpoena returns from each casino -- and I'll read them off  
10 here -- Silverton, Harrah's, Tropicana, Boyd Gaming,  
11 Christie's -- the -- The D, when we take a look at all of  
12 those subpoena returns, you can't provide to us any  
13 correlation between any Bates label number from a bank  
14 statement in Christie's name to any gaming activity in any of  
15 these casinos, correct?

16          A     That is incorrect.

17          Q     Let me ask the quest -- the same -- a similar  
18 question a different -- the same question a different way.  
19 And --

20          A     Okay.

21          Q     -- that is, in the past day-and-a-half of your  
22 testimony, you did not provide any reference from any Bates  
23 label number from any bank statement in Christie's name to any  
24 particular subpoena correlating a withdrawal from a bank

1 account to a deposit in a casino, correct?

2 A Not a hundred percent. Same answer as before.

3 Q I'm sorry?

4 A We may have. I don't recall if we mentioned exactly  
5 a Bates number or not.

6 Q I mean, you would agree that if you're going to  
7 accuse somebody of something, you'd have to meet the burden of  
8 proof, right?

9 A I would --

10 MR. MAYO: Your Honor --

11 THE WITNESS: I would --

12 MR. MAYO: Your Honor, we're --

13 THE WITNESS: -- I mean, we --

14 MR. MAYO: -- getting --

15 THE WITNESS: -- we did.

16 MR. MAYO: -- into legal --

17 MR. PAGE: Sir --

18 MR. MAYO: -- conclusions.

19 MR. PAGE: -- listen to the question. You would  
20 agree --

21 THE COURT: Hold on. Okay, go ahead and an -- ask  
22 the question, Mr. Page.

23 BY MR. PAGE:

24 Q Sure. If you're going to accuse somebody of

1 something, you would agree you have to meet the burden of  
2 proof, right?

3 A She doesn't --

4 MR. MAYO: Your Honor, the --

5 THE WITNESS: -- have that --

6 MR. MAYO: -- question is --

7 THE WITNESS: -- with me.

8 MR. PAGE: (Indiscernible - simultaneous speech) --

9 THE COURT: Hold on. Let mister -- hold on, let  
10 Mr. Mayo -- hold on. When you hear your client -- when you  
11 hear your attorney objecting, you know, hold off.

12 THE WITNESS: All right.

13 THE COURT: Were you saying something --

14 MR. MAYO: No --

15 THE COURT: -- Mr. Mayo?

16 MR. MAYO: -- Your Honor, I -- I'll withdraw the  
17 objection. Go ahead.

18 THE COURT: Okay, so your answer, David?

19 THE WITNESS: Well, it's -- she accuses me of things  
20 without any proof.

21 BY MR. PAGE:

22 Q Sir.

23 A That's my answer to the question.

24 Q What was your answer? I didn't hear --

1 THE COURT: He said she accuses me of -- accus -- of  
2 things without any proof. That was his answer.

3 BY MR. PAGE:

4 Q Okay, so then if that's your answer, that's your  
5 answer. Move on.

6 THE COURT: I know what the burden of proof is,  
7 don't worry. He doesn't need to know it.

8 MR. PAGE: I -- I'm not even going to go there.

9 THE COURT: Okay.

10 BY MR. PAGE:

11 Q Sir, I'd like you to turn to -- I believe we're  
12 going to go to Exhibit 22 now.

13 (Pause)

14 THE WITNESS: Which exhibit?

15 MR. MAYO: I think he said 22.

16 BY MR. PAGE:

17 Q Twenty-two.

18 A Twenty-two?

19 Q Exhibit 22 is alleged to be a general ledger from  
20 ActionRAD solutions as of December 31, 2019.

21 A Correct.

22 Q You agree that you're not an accountant.

23 A Yes, I would agree.

24 Q Do you agree that you're not a bookkeeper?



1           A     My girlfriend is.

2           Q     Okay, sir, I'd like you to --

3                   MR. MAYO: David -- David, listen --

4 BY MR. PAGE:

5           Q     -- listen to the question and --

6                   MR. MAYO: -- to the question, David.

7                   THE WITNESS: Okay.

8                   MR. MAYO: Just answer the question.

9                   THE WITNESS: No, I'm not a bookkeeper. I'm not a  
10 bookkeeper.

11 BY MR. PAGE:

12           Q     You also agree that your girlfriend is not here to  
13 testify, right?

14           A     Sure.

15           Q     You also agree that you haven't retained an  
16 accounting expert to testify here in regards to the  
17 accounting, right?

18           A     Correct.

19           Q     Now, your girlfriend, who you say is a bookkeeper,  
20 did some of these entries here right?

21           A     I did the majority, but she checked things for me.

22           Q     Okay, so she did some of the entries. You did some  
23 of the entries, right?

24           A     Sure.

1 Q Now, it was your --

2 MR. MAYO: Your Honor, are we --

3 BY MR. PAGE:

4 Q -- testimony --

5 MR. MAYO: How much longer we going to go? I just  
6 want to know so I can let my family know.

7 MR. PAGE: (Indiscernible - simultaneous speech) --

8 THE COURT: I was figuring -- I was figuring another  
9 --

10 MR. MAYO: It's getting kind of late, and I --

11 THE COURT: -- seven minutes.

12 MR. MAYO: -- I mean -- go ahead.

13 MR. PAGE: I'm sorry, what?

14 THE COURT: He's saying it's getting kind of late.  
15 But I'm saying probably another seven minutes.

16 MR. MAYO: Okay.

17 THE COURT: And then we can --

18 MR. PAGE: Okay.

19 THE COURT: -- start first thing in the morning.  
20 We'll end at 5:30. Does that work?

21 MR. PAGE: Yeah, that -- that's fine. I -- I'm  
22 sorry, and we'll start what time tomorrow?

23 THE COURT: 9:00.

24 MR. PAGE: 9:00, okay.

1 THE COURT: That work?

2 MR. PAGE: I thought I heard 8:30 start.

3 THE COURT: Does 9:00 work for you guys, or you want  
4 to start at a different time, 8:30? I don't care.

5 MR. MAYO: No, 9:00 works.

6 THE COURT: All right.

7 THE DEFENDANT: Daycare.

8 MR. PAGE: My client has daycare, and it has to be  
9 9:00 for her.

10 THE COURT: Okay, perfect. Then it will work for --  
11 better for Christie. We'll do it at 9:00.

12 MR. PAGE: Okay.

13 BY MR. PAGE:

14 Q Now, you were able to recreate this in part -- or  
15 create this, I should say, because you had part of the  
16 original file, right?

17 A No, they were created from bank statements.

18 Q I'm sorry?

19 A They were only created from bank statements.

20 Q Okay. But you realize you testified at 3:04 on  
21 September 14th that you admitted that you had the original  
22 file when you started working on this.

23 A Yes, and they were broken badly.

24 Q That -- that just -- the only question I had was,

1 you admitted September 14 that you had the original file.

2 A Yes.

3 Q Now, you also testified back on September 14th that  
4 you made certain judgment calls as to whether -- where  
5 something should be categorized or how it should be  
6 categorized, right?

7 A For some things, they're -- they're -- yeah, some  
8 things are fuzzy.

9 Q You a -- you agree --

10 A I gave her the benefit of the doubt whenever  
11 possible.

12 Q You agree that you have no accounting background  
13 which would allow you to do so.

14 A I have no accounting background.

15 Q You have no accounting background that would allow  
16 you to do so, correct?

17 A I think some things are pretty straightforward.

18 Q Sir, I'll ask the question for a third time. You  
19 have no accounting background that would allow you to make  
20 those decisions.

21 A I don't have an accounting background, so.

22 Q Yeah, and I didn't ask you whether you had an  
23 accounting background. I want you to listen to the full  
24 question, please. You don't have an accounting background

1 that would allow you to make those decisions, right?

2 A I'm telling you that I've made decisions that are  
3 blatantly obvious.

4 MR. PAGE: Your Honor, I would just ask you to take  
5 judicial notice, and I'll move on.

6 THE COURT: I'm -- I've got it. You're not --  
7 you're not answering the question, so.

8 THE WITNESS: Okay, I was just trying --

9 THE COURT: I mean --

10 THE WITNESS: -- to answer --

11 THE COURT: -- you can say yes or no.

12 THE WITNESS: Okay.

13 THE COURT: It's either yes or no.

14 MR. MAYO: Dav -- David, just say yes or no. And I  
15 can always ask you about it later.

16 THE WITNESS: All right, fine. So all right.

17 BY MR. PAGE:

18 Q Now, as we look here at Exhibit 22, and we're  
19 looking here at the document that's Bates labeled 5670. Are  
20 you there?

21 A Yep.

22 Q Okay. And we have this page here of entries, check  
23 deposit, things like that. Now, when you take a look at this  
24 general ledger and you have check, you have date, you have

1 name, you have memo, and then you have whether it's a debit or  
2 credit. You would agree, sir, that you have failed to provide  
3 any Bates label reference that would allow anyone to verify  
4 the work that you've done, as to whether there's a particular  
5 page within the exhibits that would correlate with this data  
6 entry point here, right?

7 A I'm not sure I understand your question.

8 Q Okay. So for example, if you're looking through  
9 Christie's bank statements and there's something that's Bates  
10 labeled document number 88, you agree here that if that  
11 occurred on January 2 for a doctor payment for \$10, there's no  
12 corresponding reference here in the summary that would say  
13 Christie 88 that would allow anyone to be able to go back and  
14 verify whether the entry is accurate or inaccurate --

15 A Not --

16 Q -- correct?

17 A -- in that -- not in that way, correct.

18 Q Okay. And then as we look at it here, as we see  
19 things here, there's just things that have direct pay, form  
20 will, deposit. There's really no way for us to determine why  
21 you put down the description that you did put down. And on  
22 top of that, it is impossible or more difficult for us to be  
23 able to go back and say, there's an ATM here -- here -- fee  
24 here for \$4, because there's no Bate-label reference that

1 would allow us to cross reference the -- the data entry and  
2 the bank statement records, right?

3 A It sounds like --

4 MR. MAYO: Objection --

5 THE WITNESS: -- you have --

6 MR. MAYO: -- compound.

7 THE WITNESS: -- multiple --

8 MR. MAYO: Your Honor --

9 THE WITNESS: -- multiple --

10 MR. MAYO: I --

11 THE WITNESS: -- questions.

12 MR. MAYO: Your Honor -- stop, David. It's a  
13 compound --

14 THE WITNESS: All right.

15 MR. MAYO: -- question.

16 THE COURT: Hold on.

17 MR. MAYO: I'd ask him to break it up.

18 THE COURT: So it -- are you object -- are you  
19 object -- yeah, compound, so break it up, mister --

20 MR. MAYO: Yeah.

21 THE COURT: -- Mr. Page.

22 BY MR. PAGE:

23 Q David, because there's no Bates label reference,  
24 say, for the one at the bottom of the page on February 11,

1 2019, you agree that is impossible or much more  
2 difficult for us to verify whether the amount is correct,  
3 right?

4 A I mean, you're saying a Bates label for each  
5 transaction? Yeah, there is not that. No.

6 Q Yes, that's what you're supposed to do.

7 A I'm asking -- I'm -- I'm just asking. I'm not  
8 yelling at you.

9 Q You agree that there's no Bates label reference.

10 A Not on each transaction, there is not.

11 Q And there is no explanation for the description of  
12 the transaction, other than what you decided to put down --

13 A That --

14 Q -- or your girlfriend decided to put down.

15 A That's correct.

16 Q And you agree that your girlfriend isn't here to  
17 testify; is she?

18 MR. PAGE: Objection, asked and answered.

19 THE COURT: Sustained.

20 BY MR. PAGE:

21 Q Sir, you agree that you did this all the way through  
22 2019, that prevents anyone from being able to cross reference  
23 or check the entries that you made, right?

24 A No, I -- I disagree with that question.



1 Q But you agree that there's no Bates label references  
2 for any of this, right?

3 A I --

4 MR. MAYO: Objection --

5 THE WITNESS: I agree that --

6 MR. MAYO: -- asked and answered.

7 THE WITNESS: -- there's not Bates label ref --

8 MR. MAYO: Objection, ask --

9 THE COURT: Sustained.

10 MR. MAYO: Wait, wait.

11 THE COURT: It has been -- yeah, we -- we know there  
12 aren't any. Yeah, sustained.

13 BY MR. PAGE:

14 Q And, Mr. Stucke, you agree that's not our job to do  
15 that for you, right?

16 A I think it's --

17 MR. MAYO: Objection --

18 THE WITNESS: -- Christie's job to submit it.

19 MR. MAYO: -- argumentative.

20 THE COURT: Okay, hold on. Who's our job? What do  
21 you mean?

22 THE WITNESS: Right.

23 BY MR. PAGE:

24 Q It's not -- it's not Counsel's job or the Court's

1 job to do that for you, right?

2 MR. MAYO: Objection again. He's arguing with the  
3 witness, Your Honor.

4 THE COURT: Well --

5 MR. MAYO: How's my client supposed to --

6 THE COURT: -- argumentative --

7 MR. MAYO: -- know whose job it is (indiscernible -  
8 simultaneous speech) --

9 THE COURT: -- means -- argumenta -- well --

10 MR. PAGE: I -- I under (indiscernible -  
11 simultaneous speech) --

12 MR. MAYO: It -- it (indiscernible - simultaneous  
13 speech) --

14 THE COURT: Overruled. Overruled. Overruled.  
15 How's that?

16 MR. MAYO: Can I make an offer of proof? That's not  
17 going to result in an answer that's going to make a fact more  
18 or less likely. That's why --

19 THE COURT: I know.

20 MR. MAYO: -- it's argumentative.

21 THE COURT: Well, that's not what -- okay.

22 BY MR. PAGE:

23 Q Now, sir --

24 THE COURT: I'm just saying --

1 MR. MAYO: He said it's --  
2 THE COURT: -- he can --  
3 MR. MAYO: -- not my job (indiscernible -  
4 simultaneous speech) --  
5 THE COURT: He can answer -- he can answer the --  
6 MR. MAYO: Go ahead.  
7 THE COURT: -- the question. It -- it's -- and  
8 let's move on because we -- we get -- we get it. I got your  
9 point, Mr. Page. I got your point.  
10 MR. PAGE: I appreciate it.  
11 BY MR. PAGE:  
12 Q Could you turn to the document Bates labeled 5681,  
13 please? Are you there?  
14 A Sorry, I was on mute. You said 5681?  
15 Q Yes.  
16 A Okay.  
17 Q Now, you realize that the top there, the title is  
18 ActionRAD Solutions, Inc., right?  
19 A Yes.  
20 Q And if you look at the bottom there it reads Total  
21 Medical Systems Group, right?  
22 A Yeah, they're basically one company, but yes.  
23 Q Now, sir. Li -- lis -- sir, you -- you agree, it's  
24 --

1           A     Yes.

2           Q     -- one says ActionRAD --

3           A     Yes, I agree with -- I agree with you --

4           Q     Listen --

5           A     -- yes -- yes. I said yes.

6           Q     You agree that ActionRAD Solutions, Inc. and Total

7 Medical Systems Group are two different companies because they

8 have two different names.

9           A     Okay.

10          Q     All right.

11                THE COURT: Mr. Page, we're at 5:32.

12                MR. PAGE: All right, let's go ahead and break here

13 then. I think this is a decent breaking point

14 (indiscernible).

15                THE COURT: Okay. All right, guys, you want to --

16 we'll start 9:00 a.m.

17                MR. MAYO: (Indiscernible - simultaneous speech).

18                MR. PAGE: (Indiscernible - simultaneous speech),

19 Your Honor.

20                THE COURT: I'll see you then. All right, thank

21 you, guys. All right, so we'll see you at 9:00 a.m. And

22 we'll go through until we have to break for you guys to get on

23 -- go on to your next. And I'll give you a --

24                MR. PAGE: Just a --

1 THE COURT: -- little time --

2 MR. PAGE: -- word of warning, the hearing that I  
3 have in front of Judge Henderson, well, it's going to be  
4 fairly lengthy.

5 THE COURT: Okay, and what time is your hearing?

6 MR. PAGE: 1:30.

7 THE COURT: Oh, that's right. Okay, well, ho -- I  
8 mean --

9 MR. MAYO: I know --

10 THE COURT: -- I don't know --

11 MR. MAYO: -- Your Honor --

12 THE COURT: -- how much --

13 MR. MAYO: -- just so you know, I have a hearing --  
14 I have hearing in front of Judge Henderson tomorrow at 11:00  
15 o'clock, but it's a status check on settlement. Which, we  
16 settled part of the case. We just have alimony left. I -- it  
17 shouldn't take too long, hopefully.

18 THE COURT: Hopefully. Okay, well, we'll just do  
19 what we can. We'll break and then we'll --

20 MR. MAYO: Okay.

21 THE COURT: -- go far -- go again until we ca -- you  
22 know, we need to break, I guess. I mean, hopefully, we can  
23 break before 1:00, 1:30 because everybody needs to obviously  
24 nurse themselves, have a lunch, and whatever, so.

1 MR. MAYO: Right.

2 THE COURT: Yeah, so we'll -- we'll do what we can.

3 Let's just try to get this thing over with, okay?

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

5 MR. PAGE: Okay.

6 THE COURT: All right, guys, thank you so much.

7 We'll talk to you tomorrow. Have a nice day --

8 MR. MAYO: Okay, bye.

9 THE COURT: -- or night.

10 MR. PAGE: You have a nice day.

11 THE COURT: All right, bye-bye.

12 MR. PAGE: Bye.

13 (PROCEEDINGS CONCLUDED AT 05:34:10 P.M.)

14 \* \* \* \* \*

15

16 ATTEST: I do hereby certify that I have truly and

17 correctly transcribed the digital proceedings in the

18 above-entitled case to the best of my ability.

19

20

21 /s/Shellie A. Callaway

22 Shellie A. Callaway

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SEP 17 2021

*Anna A. Hoffman*  
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT  
FAMILY DIVISION  
CLARK COUNTY, NEVADA

DAVID PATRICK STUCKE,	)	
	)	
Plaintiff,	)	CASE NO. D-18-580621-D
	)	
vs.	)	DEPT. F
	)	
CHRISTIE LEEANN STUCKE,	)	APPEAL NO. 82723
	)	
Defendant.	)	(SEALED)
	)	

BEFORE THE HONORABLE DENISE L. GENTILE  
DISTRICT COURT JUDGE

TRANSCRIPT RE: NON-JURY TRIAL

THURSDAY, DECEMBER 10, 2020

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

<u>PLAINTIFF'S</u> <u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
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David Stucke	--	6	84	113
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DEFENDANT'S  
WITNESSES:

(None presented)

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

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

(None presented)

DEFENDANT'S  
EXHIBITS:

(None presented)

1 LAS VEGAS, NEVADA

THURSDAY, DECEMBER 10, 2020

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

3 (PROCEEDINGS BEGAN AT 9:02:20 A.M.)

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

6  
7 THE COURT: We'll go back on the record in the  
8 Stucke matter.

9 THE CLERK: We're on the record.

10 MR. PAGE: If I could deal with an administrative  
11 matter of, first of all. After I got out of the trial  
12 yesterday, my staff informed me that they took in a new client  
13 --

14 THE COURT: Uh-oh.

15 MR. PAGE: -- who has a hearing for this morning at  
16 9:30. They --

17 THE COURT: Okay.

18 MR. PAGE: -- didn't know that this trial had  
19 another day. They didn't tell me that they were having that  
20 other person retained, so I may have to take a brief break on  
21 a motion for reconsideration at 9:30. I did not know about  
22 this until about 6:00 o'clock last night.

23 THE COURT: Okay, we can only -- I mean, I'll try --  
24 I'll do what I can to accommodate you. I just need to make

1 sure that around all of those hearings, we make sure we keep  
2 plowing through here. So --

3 MR. PAGE: Okay.

4 THE COURT: so if we take a break for you and then  
5 we come back and we take a break for Mr. Mayo at 11:00, we  
6 come back, and then if you have a -- if we don't finish and  
7 you have a 1:30, if we have to keep coming back, I'll keep  
8 coming back. I'll make myself available until this evening  
9 again. I don't care. I just want to make sure that we can  
10 get through this thing.

11 MR. PAGE: And Mr. Mayo, I reached out to Department  
12 X because it turns out, I also have a hearing at 10:00 o'clock  
13 this morning and -- and this is in Department R in front of  
14 Judge Henderson. I spoke to Marshall Long and he indicated  
15 that he would trail my 10:00 o'clock until it's right before  
16 yours and then we will just do ours back-to-back.

17 THE COURT: Awesome.

18 MR. MAYO: That's fine.

19 THE COURT: Perfect. That works really well. Okay.  
20 Thank you guys for working on that because that doesn't always  
21 happen. I appreciate it. Okay, so then we'll just break for  
22 Mr. Page right before Mr. Mayo's hearing and then we'll --  
23 both of you guys will be out for a while and then we'll come  
24 back. And like I said, you know, Mr. Page, if we don't finish

1 and we have to break for the midday and then let you do your  
2 1:30 and come back afterward, we need to finish, so we'll come  
3 back afterward. Okay?

4 MR. PAGE: I understand. That's what I'm prepared  
5 for.

6 THE COURT: Awesome, thank you so much. So, you're  
7 up, Mr. Page.

8 DAVID STUCKE  
9 called as a witness on his own behalf, having been previously  
10 sworn did testify upon his oath as follows on:

11 CROSS EXAMINATION (CONTINUED)

12 BY MR. PAGE:

13 Q So, Mr. Stucke, when we left off --

14 THE COURT: And remember you --

15 MR. PAGE: -- yesterday --

16 THE COURT: Hold on one second. I want to just say  
17 and you're still under oath, Mr. Stucke, just recall --

18 THE PLAINTIFF: Yes.

19 THE COURT: Remember that. I don't need to swear  
20 you in again, but you're still under oath.

21 BY MR. PAGE:

22 Q Mr. Stucke, when we left off yesterday, we left off  
23 at Exhibit 22. We were discussing the fact that your -- you  
24 had input some of these transactions, your girlfriend had

1 input other of these transactions for everything that we saw  
2 on all of the QuickBooks ledgers. And then we also left off  
3 with the fact that there were no Bates labeled references to  
4 any of the entries that she put down. Now, I would like to go  
5 ahead and move on to -- still in Exhibit 22, and have you turn  
6 to page 5697. Please let me know when you're there.  
7 Actually, 5698.

8 (Pause)

9 MR. MAYO: Oh, we lost him. I don't see him on  
10 here. Let me -- he's -- he's in -- he's in another room. Let  
11 me see if he's having technical issues.

12 MR. PAGE: Yeah, it looks like he dropped off.

13 MR. MAYO: Yep, hold on.

14 (Pause - whispered conversation)

15 THE COURT: Is he getting back on?

16 MR. MAYO: He is, Your Honor.

17 THE COURT: Okay. I wondered if he was having  
18 issues in there and you were going to -- Mr. Page, where's  
19 your office?

20 MR. PAGE: Our office is at South Cimarron.

21 THE COURT: Oh, okay.

22 MR. PAGE: You di -- do you know where the credit --  
23 the Credit One building is?

24 THE COURT: No, I don't. This -- what's the cross-

1 street?

2 MR. PAGE: Cimarron and Badura. I'm sorry, Durango  
3 and Badura.

4 THE COURT: So, it's sou -- real South -- far South.

5 MR. PAGE: Yeah, it's actually not too far from Mr.  
6 Mayo's office.

7 THE COURT: Got it, okay.

8 MR. PAGE: Maybe five to seven minutes.

9 THE COURT: Got it. People are --

10 MR. PAGE: You know where --

11 THE COURT: -- scattered all --

12 MR. PAGE: -- IKEA is?

13 THE COURT: -- over town now.

14 MR. PAGE: You know where IDEA is?

15 THE COURT: Yeah. Yeah. Okay, --

16 MR. PAGE: Okay, --

17 THE COURT: -- so you're --

18 MR. PAGE: -- IDEA --

19 THE COURT: -- near there.

20 MR. PAGE: Yeah, probably, within a half-mile or  
21 three-quarters of a mile from IDEA.

22 THE COURT: Oh, okay. Do you live near there?

23 MR. PAGE: Not really.

24 THE COURT: Like --

1 MR. PAGE: I'm at Cheyenne and Durango, so it --  
2 THE COURT: Oh, wow.  
3 MR. PAGE: -- (indiscernible).  
4 THE COURT: Yeah. Yeah.  
5 MR. PAGE: But I think it was the right area to --  
6 to build in.  
7 THE COURT: Yeah, it's nice. Nice area and right  
8 off the freeway. Both of you guys are right off the freeway.  
9 It's nice.  
10 MR. PAGE: Yeah.  
11 THE COURT: Okay, so we have David back. So, Mr.  
12 Page?  
13 BY MR. PAGE:  
14 Q Yes. Mr. Stucke, could you turn to the document --  
15 A Yeah, I -- just try to speak louder if possible  
16 because I -- I don't know what's going on. Yesterday the  
17 volume was fine. I can't hear very well right now, so.  
18 Q Turn to Exhibit 22, the document labeled 5698.  
19 THE COURT: Were you able to hear him, --  
20 THE PLAINTIFF: Yeah.  
21 THE COURT: -- David?  
22 THE PLAINTIFF: Yeah, I was --  
23 THE COURT: Okay.  
24 THE PLAINTIFF: -- opening it up. Sorry, I had to

1 open that --

2 THE COURT: Okay.

3 THE PLAINTIFF: -- folder.

4 THE COURT: All right, no problem. I just --

5 THE PLAINTIFF: What was --

6 THE COURT: -- wanted to make --

7 THE PLAINTIFF: -- the Bates number?

8 THE COURT: -- sure you can hear him.

9 THE PLAINTIFF: 5698?

10 THE COURT: 9-8.

11 MR. PAGE: 9-8.

12 THE COURT: 9-8.

13 BY MR. PAGE:

14 Q Are you there?

15 A No, I'm sorry. It's com -- it's coming. Sorry, I

16 have computer things to deal with. Okay. Okay, yes, I have

17 it.

18 Q Okay. Do you see there, were you have, again, a

19 number of, again, check type, date, and then you have name,

20 memo, debit, credit, and all of that?

21 A Yes.

22 Q Okay. And then if you take a look to the next page,

23 which is 5699, you see that?

24 A Yes, I do.



1           Q     You see a whole column of numbers there all by  
2 themselves?

3           A     Yes.

4           Q     Okay. You would agree that it's not this office's  
5 responsibility or the Court's responsibility to figure out how  
6 to correlate that column of numbers with the prior page,  
7 right?

8           A     Yes, I would agree. It's not relevant.

9           Q     No, I didn't ask you whether it was relevant, I  
10 asked you, it's not our job to --

11          A     I agree.

12          Q     -- try and cor -- correlate those numbers that are  
13 on 5699 with what's on 5698.

14          A     Yes.

15          Q     Similarly, when we look at the next page, Bates  
16 stamp 5700, there are -- there's another column of numbers  
17 that are all by itself.

18          A     Yes.

19          Q     You see that?

20          A     Yep.

21          Q     Also agree that it's not this office's job or the  
22 Court's job to correlate those numbers with anything else  
23 that's in Exhibit 22.

24          A     Yeah, I believe this was already discussed.

1 Q Sir, I want you to answer the question.

2 A Okay, I said yes to all of that, so.

3 Q And it's -- it's not our job to figure out what they  
4 correlate to, right?

5 A I -- I said yes.

6 Q Okay. And then if we look from the document Bates  
7 labeled 5700-5727, all the way through, we have that single  
8 column of numbers for all of those pages from 5700-5727.

9 A Yes, the account balance, correct.

10 Q For all of those pages, you would agree it was your  
11 responsibility to correlate those numbers with the other  
12 columns and not this office's job and not the Court's job,  
13 correct?

14 A I will-- I will disagree with the last question.

15 Q And so you believe it is our job --

16 A No.

17 Q -- to correlate those columns with the other numbers  
18 that exist previously?

19 A No, you said it -- was it my job -- the correlation  
20 is not needed.

21 Q The job to --

22 A That's what I'm saying.

23 Q So you agree, that didn't occur?

24 A No.

1 THE COURT: Actually, --

2 THE PLAINTIFF: No.

3 THE COURT: -- Mr. Page, what he's saying is we  
4 don't need to cor -- he -- he disagrees with the idea that it  
5 needs to be correlated at all. I think that was his  
6 testimony.

7 THE PLAINTIFF: Yes, correct.

8 MR. PAGE: So this --

9 THE COURT: He --

10 BY MR. PAGE:

11 Q You agree, this is your exhibit?

12 A Yes, that's our exhibit.

13 Q You agree that wer -- it's not our responsibility to  
14 figure out whether those numbers need to be correlated with  
15 something else or they do not need to be correlated with --

16 A Yes, I've --

17 Q -- something else, --

18 A -- answered --

19 Q -- right?

20 A -- this question four times.

21 MR. MAYO: Yeah, it's asked and answered, Your  
22 Honor, from yesterday.

23 THE COURT: Yeah, agreed. I -- I -- I follow him.  
24 He's saying that he doesn't care if we correlate them or not

1 because they're not, in his mind, relevant to what the point  
2 of the -- the exhibit is, is what I get.

3 MR. MAYO: Correct.

4 THE PLAINTIFF: Right.

5 THE COURT: Correct me if --

6 MR. PAGE: Yeah, my --

7 THE COURT: -- I'm wrong.

8 MR. PAGE: -- point is --

9 THE PLAINTIFF: Correct.

10 BY MR. PAGE:

11 Q My -- my point is too. And one is, he didn't tell  
12 us that, right?

13 A I believe we did already discuss this the other day  
14 -- in September.

15 Q You didn't tell us that before trial, right?

16 A It was discussed previously.

17 THE COURT: Okay guys, it --

18 MR. PAGE: Before trial --

19 THE COURT: -- let's move on. So -- so, I -- we  
20 have his answer, which is that he realizes it's not our job to  
21 correlate them. Move on.

22 MR. PAGE: Could you --

23 THE COURT: I got it, --

24 MR. PAGE: -- go ahead and --

1 THE COURT: -- Mr. Page

2 BY MR. PAGE:

3 Q -- turn to Exhibit 23, please?

4 A Okay.

5 Q You label this as a profit-and-loss summary, right?

6 A Profit and loss by month, yes.

7 Q And you believe this is for ActionRAD Solutions,  
8 Incorporated.

9 A Yes.

10 MR. MAYO: Fred, I'm sorry, which exhibit are we  
11 looking at?

12 THE PLAINTIFF: 23.

13 MR. PAGE: Exhibit 23.

14 THE COURT: 23.

15 MR. MAYO: Oh, sorry, thought we moved on.

16 BY MR. PAGE:

17 Q When we look at this, these are numbers that were  
18 put in here by you and your girlfriend, correct?

19 A By me, the majority, but yes.

20 Q I'm sorry?

21 A Mostly by me.

22 Q When we look at these reported numbers here, you  
23 failed to provide any Bates label references for any of the  
24 entries that are there. Is that fair to say?

1       A     It is a summary.

2       Q     Sir, I want you to listen to the question and --

3       A     Yes, there --

4       Q     -- I want --

5       A     -- are no Bates references.  Yes.

6       Q     There are no Bates label references, right?

7       A     No, of course not.

8       Q     You maintain it was you alone that determined what

9 category each entry would go into.  Is that fair to say?

10      A     My girlfriend had some input and she helped me set

11 up the categories.

12      Q     You never consulted with an accountant in which to

13 determine which category should be appropriate, did you?

14      A     Just a bookkeeper.

15      Q     I'm sorry?

16      A     Just a bookkeeper, just like I said.

17      Q     You mean your girlfriend.

18      A     Yes.

19      Q     I'd like you to turn to Exhibit 24, please.

20      A     Okay.

21      Q     Are you there?

22            (No audible response)

23      Q     Are you there?

24      A     Yes.

1 Q Are you at -- on Exhibit 24?  
2 A Yes.  
3 Q Same thing.  
4 A Yes, same answer.  
5 Q It -- it's fair to say that you determined whatever  
6 categories and what amounts would be put in each line and each  
7 column.  
8 A Correct.  
9 Q Okay. And if we take a look from 5740-5741, you  
10 left it up to this office and the Court to correlate what was  
11 on page 5740, with what's on --  
12 A That page --  
13 Q -- 5741.  
14 A -- can be disregarded, as we discussed.  
15 Q Sir?  
16 A We can disregard that page, just like --  
17 Q Sir, --  
18 A -- we just --  
19 Q Sir, --  
20 A -- said.  
21 Q -- I want you to listen to the question --  
22 MR. MAYO: David, --  
23 MR. PAGE: -- and ask --  
24 MR. MAYO: -- just answer the question.

1 MR. PAGE: (indiscernible - simultaneous speech).

2 THE PLAINTIFF: He's just wasting his time.

3 BY MR. PAGE:

4 Q Sir, don't talk over me. Just --

5 A Okay, I apologize. I'm not --

6 Q Just sit --

7 A -- trying to.

8 Q -- sit there and listen. If I want -- if I ask you  
9 a question as to whether I think that ca -- whether I --

10 A Okay,

11 Q -- think that ca --

12 A -- same answer.

13 Q -- can be disregarded, I'll ask you the question.

14 But that's not the question --

15 THE COURT: Okay. --

16 MR. PAGE: -- I'm asking.

17 THE COURT: Okay, Mr. Page, let him answer the  
18 question. Let him answer it. We're going to waste too much  
19 time arguing. He's saying yes. He answered the question.  
20 Answered it.

21 BY MR. PAGE:

22 Q So, you left it to this office to go ahead and  
23 correlate what's on page 540 (sic), with page 541. I'm sorry,  
24 741.



1 A If you choose to, yes.

2 Q Thank you.

3 (Pause)

4 Q Oh, it goes to 25. While we're looking for Exhibit  
5 25, we're going to skip on over to Exhibit 26. You claim that  
6 this is a general ledger for Atomic Radiology.

7 A Correct.

8 Q Do you see that, sir?

9 A Yes.

10 Q You would agreed that you put in some of the entries  
11 and your girlfriend put in some of the entries, right?

12 A Very few, but yes.

13 Q You also agree that there is (sic) no Bates level  
14 references that correlate from the page of which the --

15 A Yes.

16 Q -- bank statement these entries came from, right?

17 A Yes.

18 Q Now I'd like you to turn to Exhibit 27, please. Are  
19 you there?

20 A Yes.

21 Q When we take a look at Exhibit 27 -- it's okay. If  
22 we take a look at Exhibit 27, you claim that this is a profit-  
23 and-loss for ActionRAD Solutions, right?

24 A I don't believe or so. It is a summary of

1 Christie's income for 2019.

2 Q At the top of Exhibit 27, it says ActionRAD  
3 Solutions, Inc. profit-and-loss, January through December,  
4 2019.

5 A Well, that's not --

6 Q That's --

7 A -- at the --

8 Q -- what it --

9 A -- top.

10 Q -- says.

11 A It talks about her income on the first page.

12 Q Sir, I'd like you look at the very top of the page.

13 A Which page?

14 Q The very top of the page --

15 A The first page --

16 Q -- of the document --

17 A -- it has nothing --

18 Q -- Bates labeled --

19 A -- of ActionRAD.

20 Q -- 5760. Please don't talk over me. It says

21 ActionRAD Solutions, Inc., --

22 A Which page?

23 Q -- profit-and-loss, January through December, 2019.

24 Is that accurate?

1           A     I -- which  
2           THE COURT:   He's --  
3           THE PLAINTIFF:  -- page?  
4           THE COURT:  -- asking what page because --  
5           MR. MAYO:   Yeah, I mean, --  
6           THE COURT:  -- the first page --  
7           MR. MAYO:  -- on Bates 5759, --  
8           THE COURT:  -- doesn't say that.  
9           MR. MAYO:  -- which is the first page, it doesn't  
10          say it.  
11          MR. PAGE:   I don't have page 5759.  Mine starts off  
12          with 5760.  
13          THE COURT:  I have 5759.  There's a bol -- it --  
14          MR. MAYO:   Yeah, I have --  
15          THE COURT:  -- there's not --  
16          MR. MAYO:  -- it too.  
17          THE COURT:  Yeah.  So, it's there.  If you don't  
18          have it, we can make -- we need to make sure you get a co --  
19          have a --  
20          MR. PAGE:   Oh, --  
21          THE COURT:  -- page --  
22          MR. PAGE:  -- okay.  
23          THE COURT:  -- 5759.  Do you --  
24          MR. PAGE:   I --

1 THE COURT: -- have it?

2 MR. PAGE: -- see. We just have it assembled  
3 together out of order, so --

4 THE COURT: Out of order? Okay.

5 MR. PAGE: -- 5759 is below 5760. I'm fixing it  
6 right now.

7 THE COURT: Okay, that's why he's answering you  
8 like, that's not what it says. So, you're looking at 5760.  
9 Is that what you're asking him about?

10 MR. PAGE: Yeah. So, I'll -- I'll go ahead and --  
11 and walk my way through this starting off with 5759, so  
12 there's a clearer record.

13 THE COURT: Okay.

14 BY MR. PAGE:

15 Q But when we take a -- a look at this, when we have a  
16 claim from you on the document Bates Labeled 5759, when you  
17 say that there is income from business, it said -- you claim  
18 it's \$167,470.63.

19 A Correct.

20 Q You agree, on this particular piece -- piece of  
21 paper, there are no date ranges.

22 A Correct.

23 Q You agree that you, alone and with your girlfriend,  
24 determined what categories would go into what constituted

1 revenue?

2 A Yes.

3 Q We've already --

4 A (Indiscernible - simultaneous speech).

5 Q -- established yesterday -- I'm sorry?

6 A It would be all deposits in the business account.

7 Q Sir, I wa -- I thought I heard the Court say  
8 something I wasn't (indiscernible). You -- you al -- we  
9 established yesterday that you're not an accountant.

10 A Correct.

11 Q Okay. You're not a bookkeeper.

12 A Correct.

13 Q Okay. You never retained any forensic accounting  
14 expert for this case.

15 A Correct.

16 Q You agree that you've never taken any accounting cla  
17 --

18 A I believe I've taken one a long, long time ago.

19 Q So, when we take a look at these numbers here for  
20 which there's no date range, effectively, you're saying it is  
21 because I say it is, right?

22 A It's because it's on the bank statements.

23 Q Sir, listen to the question. It's a yes-or-no.

24 A Well, the answer is no.

1           Q     You are -- you are you're effectively saying for  
2 these numbers on this page, it is because I say it is.

3           A     I suppose you could interpret it that way.

4           Q     Thank you. You would also agree that there is no  
5 Bates labels that are referenced as to where you got these  
6 alleged numbers.

7           A     Correct.

8           Q     Could you go ahead and turn to the document that's  
9 on the next page, which is 5760?

10          A     Okay.

11          Q     You agree, at the top of this page, it states  
12 ActionRAD Solutions, Inc. profit-and-loss, January through  
13 December, 2019.

14          A     Yes.

15          Q     This one, you put together with yourself and your  
16 girlfriend.

17          A     Correct.

18          Q     You also agree that you determined what item was an  
19 expense and which item was a revenue item, right?

20          A     Correct.

21          Q     And sometimes, your girlfriend determined what was a  
22 (sic) expense item and what was a revenue item.

23          A     Well, I got an opinion if it was grey and we gave  
24 Christie --

1 Q Sir, --

2 A -- the benefit of the doubt.

3 Q -- listen to the question. Le -- sir, listen to the  
4 question. Sometimes you determined what was an expense and  
5 revenue item and --

6 A The answer is no.

7 Q -- sometimes your girlfriend determined what was an  
8 expense and revenue item.

9 A No.

10 Q Okay. You also agree here, that there is no  
11 reference in here as to which bank statement this came from,  
12 right? Or which --

13 A I dis --

14 Q -- statements.

15 A I disagree with that.

16 Q Okay. So -- but you will sa -- agree that there's  
17 no reference to any particular exhibit number which would  
18 reflect the bank statements for ActionRAD Solutions, right?

19 A That is correct.

20 Q You would agree that there's no references to any  
21 Bates label numbers that would reference bank statements for  
22 ActionRAD Solutions, correct?

23 A Correct.

24 Q Okay.

1 MR. PAGE: Your Honor, Department T is calling me.  
2 Can I ma -- take a quick break?

3 THE COURT: Yeah.

4 MR. PAGE: Thank you.

5 THE COURT: Sure. We'll go -- we'll go off the  
6 record.

7 MR. PAGE: Hello, this is Fred.

8 (Off record)

9 THE CLERK: We're on the record.

10 THE COURT: All right, we're back on the record in  
11 the Stucke matter. Mr. Page? I was going to suggest, Mr.  
12 Page, if -- a lot of this, what you're going through right  
13 now, I don't -- I just don't -- I want you to make best use of  
14 your time. A lot of it, you can probably make an argument.  
15 If you want to ask him some more of a broad question about it  
16 just so that you can get to the -- the rest of your line.  
17 Because I get your point about the lack of connection to Bates  
18 labels and whatever, but I don't know what -- how much more of  
19 that you have.

20 MR. PAGE: I appreciate that. I was planning on  
21 plodding my way through it because I needed to make an a -- a  
22 full record, just as they made a record in going through  
23 their's one-by-one. But --

24 THE COURT: No, no, I --



1 MR. PAGE: So I --

2 THE COURT: -- I -- I would like for -- if you could  
3 do it, though with just maybe, like, summary of the numbers so  
4 that -- I mean, because I think the answers are going to be  
5 the same. So, --

6 MR. PAGE: I agree.

7 THE COURT: I mean, I think that that's still gets  
8 you your record without having to take the time. And I'm --  
9 I'm not trying to squeeze you, but I really -- I know that --  
10 and I know you're trying to be really methodical and I appre  
11 -- truly appreciate it. So -- but I thought, maybe that might  
12 kind of, circumvent spending the time when you can spend it on  
13 something else.

14 MR. PAGE: If you're -- I'll -- I'll accept your  
15 invitation because it's your court, you're the judge, you --  
16 we're -- we're s -- we're thinking along parallel lines. So  
17 what --

18 THE COURT: Okay.

19 MR. PAGE: We -- we understand what we're talking  
20 about, then yeah, I can go ahead and -- and --

21 THE COURT: Yeah.

22 MR. PAGE: -- ask the questions --

23 THE COURT: I mean that --

24 MR. PAGE: -- in layman's terms.

1 THE COURT: Yes. And so --

2 MR. PAGE: -- (indiscernible).

3 THE COURT: Yeah. Yeah, that would be great. That  
4 -- I'm sorry, I didn't mean to cut you off, but you -- I think  
5 you follow what I'm saying. Because you can -- if -- whatever  
6 those exhibits are, I think you should probably just sort of,  
7 you know, combine them into one question. And -- because I  
8 don't think any of them are any different, unless there is  
9 something different in one of them, but I don't think they  
10 are.

11 MR. PAGE: I don't think there are.

12 MR. MAYO: Don't think they are, Your Honor.

13 THE COURT: Okay. All right, so you --

14 MR. PAGE: So --

15 THE COURT: -- may proceed. If you need a second to  
16 gather your numbers the -- then you can do that. That's fine.

17 MR. PAGE: Yeah, that's what I was going to do.

18 THE COURT: Okay.

19 BY MR. PAGE:

20 Q Mr. Stucke, there were a number of exhibits that you  
21 and your counsel went through on September 14 and yesterday.  
22 Those exhibits included, I believe Exhibit 25, 33, 34, 36, 35,  
23 39, 40, 41, Exhibit 27 -- and I think that is close to it.  
24 Let me see here. Exhibit 29, Exhibit 30, Exhibit 31, Exhibit

1 32. This is duplicative at this point. 34, 35, 38, 40, and  
2 again, 41, 42. For those exhibits, which I will submit to you  
3 that are what you claim to be general ledgers and  
4 profit-and-loss statements for various companies -- ActionRAD  
5 Solutions, Atomic Radiology, PCCG, Inc. -- my line of  
6 questioning would be the same. You and your girlfriend  
7 inputted (sic) the numbers, right?

8 A Correct.

9 Q Okay. You did not provide any Bates label  
10 references for any of the numbers that you inputted, correct?

11 A Correct.

12 Q And you're kind of, summarizing this, David, as  
13 saying -- or Mr. Stucke -- as you know, just look at it. It's  
14 all there, right?

15 A I am summarizing, correct.

16 Q I'm sorry?

17 A Yes, it's a summary.

18 Q But you also agree, as the summary, you contain no  
19 cross-references to any exhibits, numbers, and you contain no  
20 cross-references to any -- any Bates label numbers, right?

21 A I mean, the exhibits didn't exist when these were  
22 created, so that would be difficult.

23 Q Okay, again, that wasn't my question as what was in  
24 existence at the time. My question to you is -- was there's

1 no Bates label references, right?

2 A Right.

3 Q Similarly, you made a lot of references to the  
4 gaming records that you obtained from various places like  
5 Caesar's, Tropicana, Harrah's, Boyd Gaming, things like that.  
6 Do you recall those questions yesterday?

7 A Yes.

8 Q This is a similar type of summary question. You  
9 don't make any connection in any of those Exhibits 22 through  
10 41, wherein you provide any Bates label cross-reference for  
11 any gaming activity in those subpoenas to any of the other  
12 entries in the summaries that you provided.

13 A No Bates labels, correct. It's impossible when they  
14 didn't exist.

15 Q Yeah, in the summary, you're just kind of, saying  
16 it's all there, look -- just look at it, right?

17 A That's what you're saying.

18 Q Is that what you're saying?

19 THE COURT: Yes or no. Yes or no.

20 THE PLAINTIFF: Okay. I supposed, sort of.

21 BY MR. PAGE:

22 Q Thank you. Similarly, have you made any summaries  
23 of any gaming activities that you allege that Christie engaged  
24 in, you haven't provided any Bates label references for those,

1 right?

2 A Correct.

3 Q Is it fair to say that there's no taxes of --  
4 identified in any of these summaries?

5 A Yes, there were none unpaid.

6 THE COURT: What was that question, Mr. Page? No  
7 what?

8 MR. PAGE: No taxes identified.

9 THE COURT: Taxes, okay.

10 BY MR. PAGE:

11 Q And I think you said no tape?

12 A I said there were none paid, so, yes.

13 Q Okay, thank you. You also referenced a number of  
14 transfers in these alleged QuickBook summaries. Did you ever  
15 take into consideration whether a transfer from one account to  
16 another would be listed as an expense from one account and a  
17 credit for another account?

18 A They're not expense events.

19 Q But that's what --

20 A Or income events.

21 Q That --

22 A Or income events, --

23 Q But that --

24 A -- for that matter. They don't show as income or

1 expenses, is what I'm saying. They're transfers. They're not  
2 --

3 Q But that --

4 A -- they're leaving (ph)\*\*\* 10:16:15.

5 Q -- was your determination whether or not expenses --

6 A No, that's how it works. I found this information  
7 out. I did not know this previously.

8 Q You also took exception to a -- a number of  
9 withdrawals taken from PT's Pub (ph)\*\*\* 10:16:31. Re --  
10 recall your testimony on that?

11 A Yes.

12 Q You would agree that there is a PT's Pub right  
13 across the street from the West Maule Residence.

14 A Yes, very close. Yes.

15 Q You agree that if Ms. Stucke needed to access cash,  
16 that would be the most convenient place from which to do so.

17 A I would disagree with that.

18 Q You would also agree that some of these statements  
19 that you provided, say, for example, in Exhibit 27, Bates  
20 label seven -- 5765, that what you've written down there is  
21 really, too small to read.

22 A I have to look. Which -- which page?

23 Q 5765.

24 A It's small. It's le -- it's still legible.

1 Q Okay. This is what it looks like on a piece of  
2 paper. You -- would you think you'd be able to read that?  
3 A I can read it. I agree that it is small, though.  
4 Q Similarly, on -- on Exhibit 28, is the print on that  
5 document small? 5766 is the Bates label.  
6 A Which page?  
7 Q Exhibit 28.  
8 A That's number six --  
9 Q 5766.  
10 A I see 5767 and no, it's -- that one is not small at  
11 all.  
12 Q Five si -- 5766, was my question. The print on --  
13 MR. MAYO: Fred, --  
14 MR. PAGE: -- that is --  
15 MR. MAYO: -- it may be --  
16 MR. PAGE: -- small.  
17 MR. MAYO: -- something -- I -- I don't see a 5766  
18 in this exhibit. I think it starts with 5767.  
19 THE COURT: I do.  
20 MR. MAYO: Did you have one, Your Honor?  
21 THE COURT: Yeah, I have 5766. It's a profit-and-  
22 loss statement. Christie, personal checking, profit-and-loss.  
23 Is that what you're looking at, Mr. Page?  
24 MR. PAGE: It is.

1 THE COURT: Okay.

2 MR. MAYO: Oh, the one for January through March?

3 THE COURT: Whatever -- yeah. I mean, it's --

4 MR. MAYO: Oh, okay.

5 THE COURT: No, it says, actually -- it actually

6 says -- hold on, I've got to look at the bottom again.

7 MR. MAYO: Okay.

8 THE COURT: 5766. Hold on. It says -- it says

9 January through December.

10 THE PLAINTIFF: Okay, sorry, I cut out. I'm back.

11 THE COURT: It -- it says January through December.

12 That's the same document we were looking at, --

13 THE PLAINTIFF: Right.

14 THE COURT: -- right, Mr. Page?

15 MR. PAGE: Yeah, 5766.

16 THE COURT: Uh-huh. Do you have that, Mr. Mayo?

17 MR. MAYO: Yeah.

18 THE PLAINTIFF: Exhibit 28 --

19 THE COURT: Okay.

20 THE PLAINTIFF: -- starts with 57 fi -- si -- or

21 5767 for me.

22 THE COURT: It's still in -- hold on one second.

23 THE PLAINTIFF: Unless you start with the title

24 page. No, there's no label on that one.



1 THE COURT: This is exhibit tve -- it's still in  
2 Exhibit 27.

3 THE PLAINTIFF: Oh, 27, --

4 MR. MAYO: Is it?

5 THE PLAINTIFF: -- okay.

6 THE COURT: Yeah, --

7 MR. PAGE: Exhibit --

8 THE COURT: -- it's still in Exhibit 27.

9 MR. PAGE: It got -- it got put into my Exhibit 28,  
10 for whatever reason.

11 MR. MAYO: Okay, yeah. Sorry, that's why I was  
12 confused too. I -- I was like, I couldn't see it. 27, --

13 MR. PAGE: The print on --

14 MR. MAYO: -- okay.

15 BY MR. PAGE:

16 Q -- that is -- is small as well.

17 A Yeah, it's a little small, but you can make it out.

18 Q You would agree, it's not our responsibility to try  
19 and make something out, correct?

20 A Oh, I would disagree with that.

21 Q Okay. Okay. Fine.

22 (Pause)

23 Q Sir, could you turn to exhibit -- no, I --

24 A Warranty.

1 Q -- did that. You don't need to -- could you go to  
2 Exhibit 205, please?

3 A Okay.

4 Q You recall your testimony yesterday, when you  
5 claimed that the warranty for the van was only \$400?

6 A Yes.

7 Q Okay. Could you turn to -- and you -- you relied on  
8 Bates label 5902 for that representation, right?

9 A And going to the dealership, but, yes.

10 Q Could you turn to the document that's Bates labeled  
11 5903?

12 A Let's see here. These ones don't have -- okay,  
13 Exhibit 205? I don't see Bates labels on --

14 Q Yes.

15 A -- on those. Oh, it's down below it, maybe. Okay,  
16 let me see. Let's see. I still don't see them. Yeah, sorry,  
17 I'm not seeing Bates labels on this --

18 MR. MAYO: Yeah, I'm not either. What page?

19 MR. PAGE: 5903.

20 MR. MAYO: Well, Fred, we're looking -- you -- the  
21 exhibit you pointed us to is your filing. Exhibit 205 is what  
22 I heard, Exhibit 205.

23 MR. PAGE: Plaintiff's 205?

24 THE PLAINTIFF: Yes.

1 MR. PAGE: Okay, sorry.

2 THE PLAINTIFF: Yeah, 205.

3 MR. MAYO: It's okay.

4 MR. PAGE: I pulled this -- I pulled this out and I  
5 didn't necessarily take out the exhibit when I pulled it up  
6 this -- the case is large enough, whenever an exhibit's ad --  
7 discussed, I simply pull it out of the book. Let me find it  
8 here.

9 MR. MAYO: Sure.

10 THE COURT: Okay, so which one are we looking for,  
11 then? I'm confused.

12 MR. PAGE: I thought it was 205, but apparently,  
13 it's not. My --

14 THE COURT: Is it --

15 MR. PAGE: -- apologies.

16 THE COURT: -- 206?

17 MR. PAGE: I'll tr -- I'll track it down fo -- over  
18 lunch --

19 MR. MAYO: Okay.

20 MR. PAGE: -- and I'll -- I'll circle back to it.  
21 Maybe Exhibit 187, but I'll track it down.

22 THE COURT: Okay.

23 THE PLAINTIFF: Okay, I have 187.

24 BY MR. PAGE:

1 Q Let's go ahead and move on to the Grandview  
2 property, all right?

3 A I don't know. You said 187. Is that correct? This  
4 is --

5 Q No, we're --

6 A -- the vehicle.

7 Q -- going to move on to the Grandview property.

8 A Okay.

9 MR. MAYO: David, he's not going to an exhibit right  
10 now.

11 THE PLAINTIFF: I -- okay, I'm -- I understand. I'm  
12 here.

13 MR. MAYO: That's fine. Just wanted to help.

14 BY MR. PAGE:

15 Q Now, for the Grandview property, it is your claim  
16 that part of the down payment for the Grandview property came  
17 from your TIAA-CREF account?

18 A I believe that's true. No, it -- no, gran -- oh,  
19 Grandview, yes. Yes, that's true. I'm so -- I had them all  
20 in my head, but yes.

21 Q So you took out a loan from the TIAA -- TIAA-CREF  
22 for the Grandview property.

23 A Yes.

24 Q And that was for the down payment, right?

1 A Correct.

2 Q How much do you estimate that the loan from TIAA-  
3 CREF was?

4 A Just under \$10,000.

5 Q How much?

6 A Slightly under \$10,000, I believe.

7 Q How much was the lo -- the down payment from  
8 TIAA-CREF? How much did you borrow for TIAA-CREF? I think I  
9 should ask it that way. How much --

10 A Slightly --

11 Q -- did you borrow --

12 A -- under \$10,000, if I recall.

13 Q I'm sorry, you're breaking up there.

14 A It's slightly under \$10,000. It's like, \$9,800, if  
15 I recall correctly.

16 Q Thank you. Thank you. Okay. How much did you  
17 borrow from Fidelity?

18 A I'd have to look; I don't remember. \$45,000, or  
19 something. I do -- I don't recall.

20 (Pause)

21 A I believe the bro -- that was brought over from  
22 Paychex ple -- Flex, but I'm not a 100-percent.

23 (Pause)

24 Q Okay. Could you turn you Exhibit 13, please? I

1 found it. Are you there?

2 A Yes.

3 Q Okay. I'd like you to turn to the document that's  
4 Bates labeled 5660, please.

5 A Okay.

6 Q There is a number there, in the middle that is  
7 listed as being \$24,206. Is that the loan --

8 A Okay.

9 Q -- that you took out from Fidelity for the Grandview  
10 Property?

11 A Yeah, that probably is.

12 Q This is the loan that had the Gamblit funds and also  
13 part of the TIAA-CREF funds, right?

14 A Yes, there was a rollover of \$37,000 from TIAA-CREF,  
15 I believe.

16 THE COURT: Mister -- Mr. Page? I'm sorry, Mr.  
17 Page, what number -- I -- it's 5660, correct? And then, --

18 MR. PAGE: Yes.

19 THE COURT: -- what num -- what number did you point  
20 to?

21 MR. PAGE: I pointed to the middle of the page, to  
22 the right-hand side. It says --

23 THE COURT: The --

24 MR. PAGE: -- \$24,000.

1 THE COURT: And then there's 38 -- there's like,  
2 three loan numbers and then 30 -- \$24,000 --

3 THE PLAINTIFF: There's the 38 --

4 THE COURT: -- and \$38,000.

5 THE PLAINTIFF: There's the \$37,000 --

6 MR. PAGE: Yeah, that's --

7 THE PLAINTIFF: -- roll-over.

8 THE COURT: Okay, I -- I'm just trying to figure out  
9 what the numbers represent. Okay.

10 BY MR. PAGE:

11 Q It is your contention, you borrowed about \$24,000  
12 from the Fidelity 401K account in order to put part of the  
13 down payment on the --

14 A That's incorrect.

15 Q -- Grandview property. Thank you. What else did --  
16 did you put down on the Grandview property?

17 A Cash that I had le -- put in my account, I believe  
18 that was from my safe.

19 Q I'd like you to turn to Exhibit 2.

20 A Okay.

21 Q When you're in Exhibit 2, could you turn to the  
22 document that's Bates label 436, please?

23 A They start in the 700s to me. There's no 436.

24 Q In Exhibit 2, there should be a four -- a document

1 Bates labeled 436.

2 A I think that's incorrect.

3 Q Okay. Well, if we take a look here, in Exhibit 2,  
4 sir?

5 A I have it open.

6 Q And --

7 A Maybe I'm wrong.

8 Q It's -- it starts off with with 753.

9 A Okay.

10 Q And then --

11 A Okay.

12 Q -- then it --

13 A 754.

14 Q -- goes from 753 to --

15 A Sorry, do the numbers go down later? I apologize,  
16 then.

17 Q Yeah, they -- they do go down a little bit. Then  
18 they go from 753 --

19 A Okay, I'm -- I'm there --

20 Q -- to seven --

21 A -- and I see 300, so what was the number again?

22 Q 436.

23 A Okay, I -- I'll be there in a second. My apologies;  
24 looked like they were just going up. Okay, I have it.



1 Q Okay. So when you're at 436, there's a deposit here  
2 for \$24,031.

3 A Correct.

4 Q And that, pretty much, corresponds with the loan  
5 that you have with Fidelity, right?

6 A Correct, minus the fees that they charge, yes.

7 Q But you also are making other deposits into this  
8 account, correct?

9 A Sure.

10 Q Okay. So you're putting in money there from -- from  
11 another checking account that you have.

12 A Yes.

13 Q You're also putting money in there from your  
14 employment.

15 A Yes.

16 Q So, by the time we get to October 2, which is at the  
17 top of page 436, the ending balance was about \$28,096.63.

18 A 436, it's \$54,000.

19 Q I -- I'd like you to look at the balance on October  
20 2, please.

21 A October 2, all right, sorry. October 2, \$28,000,  
22 yes.

23 Q All right. And this is a balance that had been  
24 gradually building up over time. Is that fair to say?

1       A     Yes, I was saving it for the investment. That --  
2 correct, I put money in.

3       Q     Okay. So when you're saving for this investment --

4       A     Saving it, as in putting it in the bank over time,  
5 but yes.

6       Q     So, the monies that you're putting in -- in the bank  
7 over time are monies that you're earning during the course of  
8 the marriage from your employment, right?

9       A     Not all of it. Most of it was not. There was some.

10      Q     Okay, so -- so, for example, if we turn to the  
11 document that's Bates labeled 403 -- and I'm just picking this  
12 out of -- as random as an example.

13      A     Okay.

14      Q     So, you -- for example, here on the page 403, you're  
15 making a deposit in a branch store of \$2,160, right?

16      A     Yes.

17      Q     Okay. And then on November 29, there is a transfer  
18 from Christie Henschel, which is Christie's former last name,  
19 of \$1200, right?

20      A     Yes.

21      Q     Okay. And then there's another transfer on November  
22 30 from Christie in the amount of \$1100.

23      A     Yes.

24      Q     Okay. And then on December 20, there's a deposit of

1 \$3,195.

2 A Correct.

3 Q Okay. And the balance as of that date is  
4 \$17,017.73.

5 A Okay.

6 THE COURT: Mr. Page, what number -- Bates number  
7 are you on? I just want to make sure I catch up.

8 THE PLAINTIFF: 403.

9 MR. PAGE: 403.

10 THE COURT: Thank you. I'm at 400. Okay, very  
11 good. Thank you.

12 BY MR. PAGE:

13 Q You would agree that money is coming into that  
14 account and it ends in -5766, from all -- all sorts of  
15 different sources, right?

16 A Yes.

17 Q As the money is coming in from all different sorts  
18 of sources, the balance is gradually increasing, right?

19 A I would have to check, but probably.

20 Q Sure. Well, let's check.

21 A I -- is -- I'm saying yes, okay?

22 Q Okay. But I would like you to turn to the document  
23 that's Bates labeled 412, please. Are you there?

24 A Yes.

1 Q Okay. So we look at this for the period of February  
2 22, 2017, through March 20, 2017, for the account ending in -  
3 5766. There is an online transfer from Christie for \$1,300,  
4 right?

5 A Yes.

6 Q Okay. On March 3, there was a transfer from  
7 Christie for \$360, right?

8 A Yes.

9 Q And on --

10 A That's for --

11 Q -- March 16 --

12 A That's for her car payment, if I recall.

13 Q Sir, I -- I didn't ask you what it was for. You can  
14 have your Counsel ask you that question.

15 A Okay.

16 Q On March 16, there was a transfer in the amount of  
17 \$300, from Christie, right?

18 A Yes.

19 Q Okay. By the time we get to the ending balance on  
20 March 20, the balance is up to \$21,619, right?

21 A Yes.

22 Q Now, let's go back to the document that's Bates  
23 labeled 436. There?

24 A Almost. Okay.

1 Q Okay. Now, by the time, we get to the period of  
2 September 20, 2017, through October 20, 2017, for the account  
3 of -- for a Wells Fargo ending -5766, as we indicated, the  
4 balance is, by October 20, is up to \$54,660.03, right?

5 A Correct.

6 Q Now let's go ahead and turn to the document that's  
7 Bates labeled 439, please. Are you there?

8 A Yes.

9 Q Then on October 30, there is a transfer from the  
10 account ending in -5766 in the amount of \$52,000, right?

11 A Yes.

12 Q Okay. And the date range for this particular  
13 statement is October 21, 20 -- November 20, 2017. So, when we  
14 take a look at the account balances, going from early-2017 to  
15 late-2017, you would agree that the \$52,000 is a mix of monies  
16 that was accumulated prior to October 30, that comes from many  
17 different sources, right?

18 A Okay, sure.

19 Q Then that \$52,000 was used as a down payment on the  
20 Grandview house, right?

21 A Correct.

22 Q The Grandview house, that house was going to be  
23 issued at -- or used as an Airbnb, right?

24 A Yes, as an -- a retirement investment for me.

1 Q Well, --

2 A There's no well, that was the intention.

3 Q Sir, that's not -- there's not a question pending.

4 I move to strike. So, --

5 A Okay.

6 Q -- well -- when the money was put down, you've  
7 already agreed that it came from a bunch of different sources.

8 A Yes, the --

9 Q Okay, so it came from a bunch of different sources.  
10 Now, when the Airbnb was opened, Christie helped out with the  
11 Airbnb.

12 A Yes, she helped.

13 Q Okay, so she did things like she tried to get  
14 clients.

15 A I mean, yeah, she he -- she helped.

16 Q Okay. Yeah, and she bought things for the inside of  
17 the house.

18 A Yeah, we both did. Yes.

19 Q Okay. And she interfaced with the renters to make  
20 sure they were happy and their needs were meant.

21 A Yes, we bo -- we both did the operation.

22 Q Okay, so you kind of, joined the operating that --  
23 that defacto business between you and Christie through the  
24 Grandview house, right?

1           A     Correct, and we were splitting the -- well, yes, and  
2 it was -- yes. That --

3           Q     Okay.

4           A     -- was the -- yeah.

5           Q     So, kind of, in a sense, you -- you had a -- a  
6 partnership where you and Christie were the partners and you  
7 operated the Airbnb for the Grandview house.

8           A     I mean, she helped. It wasn't a partner -- well,  
9 whatever. She helped. I'll -- I -- I'll answer that one.

10          Q     Okay, so she -- she helped and she --

11          A     I told you what our agreement was.

12          Q     I'm s --

13                THE DEFENDANT: For us.

14 BY MR. PAGE:

15          Q     So you guys were helping each other out and -- and  
16 make -- trying to make sure that the Grandview property was  
17 successful for both of you.

18          A     I'm not going to answer that question.

19          Q     I'm sorry?

20          A     I'll say no. If you're going to ask me that way,  
21 I'll say no.

22          Q     I'm sorry, I couldn't hear you, sir.

23          A     I'll -- I --

24                THE COURT: He's saying no.

1 THE PLAINTIFF: I'll --

2 MR. PAGE: Oh, okay. Okay.

3 BY MR. PAGE:

4 Q But Christie did work, you did work on the Grandview  
5 house or with the Grandview house.

6 A Yes, I just answered that a couple of times.

7 Q Okay. There was a -- an account that the Grandview  
8 monies went into.

9 A Yes.

10 Q What account was that? I didn't know.

11 A It was an account that I created to keep the monies  
12 separate from our money. -7338, --

13 Q Oh.

14 A -- if I recall.

15 Q But Christie had access to that -- that account,  
16 right?

17 A Absolutely not.

18 Q Okay. She couldn't pay -- she couldn't pay bills  
19 from that?

20 A Absolutely not.

21 Q For the Gran --

22 A Zero access.

23 Q Oh, okay. So when something had to be bought for  
24 the Grandview house and Christie was buying it, she'd have to



1 get it from a joint account then, right?

2 A No, she used my credit card.

3 Q Now, the reason why Christie needed to -- or  
4 couldn't be on the -- the loan for the Grandview house was  
5 because her credit just wasn't good enough and the bank didn't  
6 want her as a liability.

7 A That is incorrect.

8 Q Mr. Stucke, you've indicated that the Konami 401K is  
9 part of Fidelity now.

10 A Yes, it turned into Fidelity, yes.

11 Q I've done a soro -- I think it's a thorough search  
12 through the Exhibits 1-215, and I ha -- I don't believe I've  
13 seen any separate Fidelity statement for Konami.

14 A It's not in the exhibits. It should be in our  
15 disclosures at some point, I'm sure.

16 Q If I submit to you that we don't have anything other  
17 than what's in Exhibit 13 here, which is the summary from  
18 Gamblit Gaming, would you agree that the Konami monies went  
19 into where Gamblit Gambling is now?

20 A No.

21 (Pause)

22 Q Ms. Stucke, you would agree that if we can't provide  
23 any statements from you or can't find any statements from you  
24 for the Konami 401K account, we should conclude that the

1 entirety of it is community property?

2 A No.

3 THE COURT: Mr. Page, can I ask a question real  
4 quick? On page -- in this -- in Exhibit 13 -- that's the one  
5 you were talking about, correct?

6 MR. PAGE: Yeah.

7 THE COURT: On page 5560, it looks like, at the  
8 bottom, is that the roll-over that you're speaking of? It  
9 says source, roll-over, and then there's like, \$18,180.

10 THE PLAINTIFF: The roll-over was the \$37,000. The  
11 --

12 THE COURT: Okay, so --

13 THE PLAINTIFF: -- \$18,000 --

14 THE COURT: -- what's --

15 THE PLAINTIFF: -- \$18,000 may be (indiscernible).  
16 Which exhibit was this, 13?

17 THE COURT: It says roll-over. That's why I'm  
18 asking the question. It's page --

19 THE PLAINTIFF: Let me look. It was rolled over  
20 after (indiscernible).

21 THE COURT: -- 5660, so it shows --

22 THE PLAINTIFF: I think there were two roll-overs  
23 into that account.

24 MR. PAGE: He --

1 THE COURT: Okay, so --  
2 MR. PAGE: He maintains --  
3 THE COURT: -- there's --  
4 MR. PAGE: -- that --  
5 THE COURT: -- 18 --  
6 MR. PAGE: -- the roll-over was from TIAA-CREF.  
7 THE PLAINTIFF: Yeah, there are --  
8 MR. PAGE: That's why I'm asking him about Konami.  
9 THE PLAINTIFF: There are -- I -- there may have  
10 been two. I believe there were two.  
11 THE COURT: Okay, I'm just trying --  
12 MR. PAGE: Well, --  
13 THE COURT: -- to figure --  
14 MR. PAGE: -- I --  
15 THE COURT: -- out --  
16 THE PLAINTIFF: Yeah, this statement is --  
17 MR. PAGE: I don't --  
18 THE PLAINTIFF: -- for the --  
19 MR. PAGE: -- have a --  
20 THE PLAINTIFF: -- (indiscernible).  
21 MR. PAGE: -- a separate statement because he says  
22 that's -- the \$18,000 is from TIAA-CREF. I'm -- I'm stuck  
23 with what I have.  
24 THE PLAINTIFF: I said --

1 MR. PAGE: And --  
2 THE PLAINTIFF: -- \$9,000 (ph)\*\*\* 10:44:12.  
3 MR. PAGE: -- is from Konami, which means it's all  
4 community property.  
5 THE COURT: Wait a minute. Wait, wait, wait. Hold  
6 on. You guys are confusing me. Hold on. So, David, you're  
7 saying \$9,000 of what is from --  
8 THE PLAINTIFF: Was from --  
9 THE COURT: -- was from TIAA-CREF?  
10 THE PLAINTIFF: -- TIAA-CREF, I believe. I -- I'd  
11 have to go back and look at the statement, but it was close to  
12 that. And I thi --  
13 THE COURT: \$9,000 --  
14 THE PLAINTIFF: -- I think it's --  
15 THE COURT: Wha --  
16 THE PLAINTIFF: I think it was \$9,800, so I don't  
17 see it on here.  
18 THE COURT: You're talking about a loan.  
19 THE PLAINTIFF: Ri -- well, yeah.  
20 THE COURT: Right?  
21 THE PLAINTIFF: Oh, right, exactly.  
22 THE COURT: I'm talking about --  
23 THE PLAINTIFF: Oh, the roll --  
24 THE COURT: -- the roll-over.

1 THE PLAINTIFF: -- over. Oh, okay, the roll-over.  
2 You are -- all right. I -- my -- my apologies. Yeah, \$18,000  
3 is probably from TIAA-CREF or -- no, I'm not sure which is  
4 which. I'm not -- I -- I can't tell without going back to  
5 look, so I don't want to mis-state.

6 THE COURT: Okay.

7 MR. PAGE: His evidence was the \$9,800 was from  
8 TIAA-CREF, the \$24,000 is from Fidelity.

9 THE COURT: Okay.

10 THE PLAINTIFF: It appears that the employee  
11 contribution that I've (sic) put in at that time was \$13,000,  
12 total. Yeah, I -- I contributed \$13,000, as of 2019.

13 BY MR. PAGE:

14 Q Except there's no evidence of that.

15 A It says employee pre-tax contribution and employer  
16 match, \$9,000. There's very clear evidence.

17 Q We don't see what time period it's from, sir.

18 A The statement has a time frame on it. As of  
19 03/31/2019, right before I --

20 Q Actually, --

21 A -- got --

22 Q -- it --

23 A -- laid off.

24 Q Actually, it says 12/31/2017.

1           A     Okay, I was looking at the -- the statement at the  
2 top of that page.

3           Q     Well, we don't have anything else to go off, other  
4 than a bunch of commingled funds.

5           A     I'm going to disagree, but --

6           Q     No question pending.

7           MR. PAGE: So, that's part of the conundrum that we  
8 have, Your Honor, is we have things that are completely  
9 commingled together that are then used to put into the house  
10 that he --

11           THE COURT: I understand.

12           MR. PAGE: -- claims is a separate property. So, I  
13 --

14           THE COURT: I understand --

15           MR. PAGE: I'll save that --

16           THE COURT: -- what your position is, but, okay. I  
17 understand.

18           MR. PAGE: No, as far as --

19           THE COURT: I understand --

20           MR. PAGE: -- this loa --

21           THE COURT: -- his position and I understand your  
22 position. Go ahead.

23 BY MR. PAGE:

24           Q     As far as this learn goes that you have with

1 Fidelity for the \$24,206, you've been paying that back, right?

2 A No, it has defaulted because they froze my money  
3 from Birkland and I couldn't --

4 Q Okay.

5 A -- pay it.

6 Q Now, the TIAA-CREF, you've been paying that back.

7 A Yeah, until I deferred it. We (indiscernible).

8 Q The monies you've been paying the TIAA-CREF account  
9 back for this loan, that came from funds from your employment.

10 A Yes. After -- after the rentals closed, yes.

11 Q Question is that since you've been paying the monies  
12 back with monies from your employment, you would agree, then  
13 that Christie is entitled to her one-half share.

14 A I'm going to disagree with you.

15 Q Well, you would agree that any loans that are paid  
16 back with community funds create a community property interest  
17 for Christie -- right?

18 MR. MAYO: Your Honor, I have an objection in  
19 regards to asking for a legal conclusion.

20 THE COURT: Well, --

21 THE PLAINTIFF: I didn't hear the last question.

22 THE COURT: Yeah, I mean, I -- because he's asking  
23 if she has a r -- an -- an interest in the property. I mean,  
24 did we not deal with this -- is it really a legal conclusion?

1 I'll make the final determination, but do you think she -- how  
2 about --

3 MR. MAYO: Well, he -- he can ask him does he have  
4 an interest, saying does she have a community interest based  
5 on --

6 THE COURT: Do you think --

7 MR. MAYO: -- the contributions --

8 THE COURT: Right.

9 MR. MAYO: -- of community property. That's what --

10 THE COURT: Do you think that she has an interest,  
11 right. I mean, maybe re -- rephrase it, Mr. Page, because  
12 you're asking him to draw the legal conclusion, as opposed to  
13 just asking him if she -- he believes she has an interest.

14 MR. PAGE: I'll -- I'll ask a different -- different  
15 question. How much were the --

16 THE COURT: Go ahead.

17 BY MR. PAGE:

18 Q -- monthly payments you would pay back to TIAA-CREF?

19 A There's an echo. Can you say it again?

20 Q How much were the monthly payments you were paying  
21 back to TIAA-CREF?

22 A I believe it was \$188-and-something.

23 Q Was that every two -- was that every paycheck or was  
24 it every month?



1           A     I believe it was every month.

2           Q     For how long did you make those payments back to  
3 TIAA-CREF or how long have you been making (sic) the pay --  
4 payments back to TIAA-CREF?

5           A     I made it from when the house closed, 2017, until it  
6 sold. Tried to maintain my credit.

7           Q     So, this house sold in, what, March of 2019?

8           A     February or March, I -- I'm not sure. Maybe in the  
9 end of February.

10          Q     What is the loan balance with TIAA-CREF now?

11          A     Just like I said, I -- I have to look it up.

12          Q     You didn't have that --

13          A     It's --

14          Q     -- ready for --

15          A     The majority of it is still there. Eight or \$9,000.  
16 It's like, I don't remember. It's -- it's still a f -- most  
17 of it.

18          Q     You would agree that the loan was paid down during  
19 the course of the marriage.

20          A     Yes.

21          Q     Okay. You would agree that the monies used to pay  
22 down the loan were monies acquired during the course of the  
23 marriage.

24          A     Acquired, yes.

1           Q     Okay.  You agree that the community should be  
2 reimbursed for the amount of monies you paid back to TIAA-  
3 CREF.

4           A     I'm going to disagree.  
5                   (Pause)

6           Q     Mr. Stucke, you agree that you never paid Christie  
7 for any of the work that she did on the Grandview the Airbnb.

8           A     Correct.

9           Q     You would agree that she should be reimbursed for  
10 the efforts that she extended on behalf of the Grandview  
11 Airbnb.

12          A     I'm going to disagree.

13          Q     Is it your contention that Christie was working for  
14 free?

15          A     She was helping, just like I helped her with many  
16 things.

17          Q     Now, Mr. Stucke, you -- you never had ActionRAD  
18 Solutions be valued by business appraiser, did you?

19          A     Correct.

20          Q     You never had Atomic Radiology be appraised by a  
21 business appraiser, did you?

22          A     Correct.  I know we answered this yesterday.

23          Q     You never had PCCG be ap -- evaluated by a business  
24 appraiser, did you?

1           A     Correct.

2           Q     You did that because you don't believe that any of  
3 those entities have any value.

4           A     That is incorrect.

5           Q     You -- you would agree that as of the date of trial  
6 here, today, you haven't presented any documents that would  
7 allege any value to either of those -- or any of those  
8 entities.

9           A     I would say, the P&L might you know, present some  
10 value.

11          Q     Sir, I -- sir, the question was --

12          A     Well, I'm going to say no.

13          Q     You are aware of that the amount of the warranty on  
14 the van was \$4,000, right?

15          A     She had the guy forge an email. I'm aware of that.

16          Q     So, it's your contention that when we -- and I can't  
17 find the exhibit here right now -- that the warranty from the  
18 company does not indicate that there is a \$4,000 cost for the  
19 warranty?

20          A     That is a different statement than what you said  
21 before.

22          Q     You agree that Ms. Stucke had an additional  
23 \$3,525.15 in estimated cost of services that were needed on  
24 the van, that were not covered by the warranty.

1           A     I assumed that she had him lie about that too. I  
2 talked to the guy.

3           Q     You would agree that that person you spoke to hasn't  
4 testified here, in this trial.

5           A     Correct.

6           Q     And you agree that have no email or other statement  
7 from him indicating anything to the contrary.

8           A     I have a statement from the dealership stating the  
9 true amount.

10          Q     Sir, you -- you don't have anything in trial here,  
11 today, do you?

12          A     Yes, we do.

13          Q     I'm sorry?

14          A     Yes, we do. Not from him, but yes, we do.

15                THE COURT: Do you guys know when you're going to be  
16 called into Department R?

17                MR. PAGE: I'm -- I don't, but it's (indiscernible)  
18 so I'm watching the (indiscernible).

19                MR. MAYO: Hey, Fred, are you in BlueJeans as well?

20                MR. PAGE: What's that?

21                MR. MAYO: Are you through BlueJeans as well?

22                MR. PAGE: Yeah, I will be, but they'll probably  
23 call me when they're ready.

24                THE COURT: Do you know that for sure? They'll call

1 you like, --

2 MR. PAGE: (Indiscernible) --

3 THE COURT: -- on the phone?

4 MR. PAGE: -- (indiscernible) available. They will  
5 almost certainly call me because Marshall Long knows that  
6 we're trying to do my case and Mr. Mayo's case back-to-back.  
7 So they know we're on the BlueJeans with you.

8 THE COURT: Okay.

9 MR. MAYO: So, I just -- just so I can -- so when I  
10 asked my staff, they said we're doing -- ours, we're doing  
11 through BlueJeans, which typically, we have to get on --

12 THE COURT: Get off.

13 MR. MAYO: -- and basically, --

14 THE COURT: Yeah.

15 MR. MAYO: -- wait --

16 THE COURT: Right.

17 MR. MAYO: I don't know, Fred, if they told you  
18 something different. I mean, usually, if it's a phone call,  
19 we wait for them to call us. So I might have to log into  
20 BlueJeans to --

21 THE COURT: Mr. Mayo, you want have somebody in your  
22 office call them to find out if -- I don't know if you can  
23 even get through.

24 MR. MAYO: Yeah, I can -- I can do that real quick.

1 THE COURT: Yeah, have them find out.

2 MR. MAYO: Hold -- hold on one second.

3 (Pause)

4 MR. MAYO: All right, I'm having my staff call.

5 THE COURT: Okay. Hopefully we get an answer so we  
6 know when the break because you -- you will probably have to  
7 jump on BlueJeans.

8 MR. MAYO: Yeah, I don't know if we can do separate  
9 BlueJeans at the same time, where I'm waiting to log in --

10 THE COURT: You ca -- you -- you can't. I don't  
11 think you can.

12 MR. MAYO: Yeah, okay. I didn't think so.

13 THE COURT: Yeah. Yeah, I've tried to do that  
14 myself and it ju -- it knocks you off of one and puts you into  
15 the other, so.

16 MR. PAGE: What I can do is, I can put BlueJeans on  
17 either my cell phone or on my Microsoft Surface Pro and then  
18 when -- if they come along that way, I can go ahead and just  
19 jump on that one, jump off this one, because I'll have two  
20 separate computers I can go through. That might be an easier  
21 way of doing it.

22 THE COURT: Okay, whatever you think.

23 MR. PAGE: Think we'll go ahead and try that. I'm  
24 doing some work off my Surface Pro, so I think I'm going to do

1 it through my cell phone and then just keep an eye out for  
2 whenever I'm called.

3 (Pause)

4 MR. PAGE: Okay, I'm set up on that one. I'm just  
5 waiting for that one to -- to call.

6 THE COURT: Okay, perfect.

7 MR. PAGE: I appreciate the patience. Thank you.

8 THE COURT: No problem.

9 BY MR. PAGE:

10 Q Sir, could I have you turn to Exhibit 142, please?

11 (Pause)

12 Q Let me know when you're there, please. Are you  
13 there?

14 THE DEFENDANT: His --

15 MR. MAYO: David, are --

16 THE DEFENDANT: -- audio's off.

17 MR. MAYO: -- you there?

18 MR. PAGE: No, he just nodded.

19 MR. MAYO: You're --

20 BY MR. PAGE:

21 Q Take it off mute, please.

22 A Sorry. Sorry. Yes, I am. Yes.

23 Q Now that we're at Exhibit 142, could you turn to the  
24 document that's Bates labeled 5903, please?

1           A     Yes.

2           Q     Okay.  You agree that the email indicates that the  
3 receipt of the extended warranty purchased for the minivan was  
4 a total of 5,000 -- excuse me, \$4,035.

5           A     I would disagree.  It says you paid a total of  
6 \$4,035, and she told him --

7           Q     Sir?

8           A     -- to lie for her.

9           Q     Sir?

10          A     She told him to lie.

11          Q     Sir --

12               MR. PAGE:  Move to -- move to strike as  
13 non-responsive.  It's a yes or no question.  Your counsel can  
14 ask you a --

15               THE COURT:  Yes.

16 BY MR. PAGE:

17          Q     -- follow-up question.

18          A     Okay, repeat the que -- repeat the question.

19               THE COURT:  I'll disregard the comment.  Just answer  
20 the question.

21               THE PLAINTIFF:  Okay, repeat it so that I can answer  
22 it correctly.

23 BY MR. PAGE:

24          Q     You agree that the email that you provided states



1 that this is confirmation of receipt of the extended warranty  
2 you purchased for your mini-van. You paid a total of \$4,035.

3 A I would agree the email states that.

4 Q Thank you. You also agree that in the next  
5 paragraph, the email that you provided states that,  
6 additionally, do not forget that you have an additional  
7 \$525.15 in services not covered by the warranty.

8 A I agree that that's what it says.

9 Q Let's move on to a slightly different topic and that  
10 has to do with the timeshare that you and Christie have with  
11 the kids. You and Christie are -- have a timeshare right now  
12 of week-on, week-off.

13 A Incorrect.

14 Q I'm sorry, two-five schedule.

15 A Yes.

16 Q Okay. And that schedule has been going on for about  
17 two years now.

18 A Incorrect.

19 Q How long would you estimate it's been going on?

20 A Since October -- mid-October of 2019.

21 Q You would agree, that schedule's been in place for a  
22 little over a year, now.

23 A Yes.

24 Q You are aware of what Dr. Paglini's suggestion is.

1           A     I am well aware.

2           Q     And Dr. Paglini indicates that you and Christie  
3 should have joint physical custody.

4           A     That is absolutely not what it says.

5           Q     He did make a recommen -- make a suggestion that if  
6 Christie would take some classes, that you guys could, he  
7 suggests, do a defined joint physical custody schedule.

8           A     That is not what he said.

9           Q     Sir, do you have access to Dr. Paglini's report?

10          A     No, I do not.

11          Q     Well, I'm going to read it to you and let me know if  
12 that comports with your recollection. On page 72, Dr. Paglini  
13 writes, I am suggesting to the Court, the following: that  
14 litigants share joint legal and joint physical custody. Is  
15 that your recollection?

16          A     That is incomplete, but yes, that part is correct.

17          Q     Another sentence immediately following says, give  
18 Mr. Stucke 60-percent custody and Ms. Stucke 40-percent  
19 custody until Ms. Stucke completes the proposed  
20 recommendations. Do you recall that sentence?

21          A     Yes, again, incomplete, but yes.

22          Q     And then it says Mr. Stucke appears stable. You re  
23 -- you recall that.

24          A     I didn't, but I appreciate it.

1 Q Okay. And then it says if Ms. Stucke does not  
2 complete the requirements of the Court or if the Courts find  
3 that her behavior patterns continue, then the Courts may  
4 consider Mr. Stucke having primary physical custody of the  
5 children. You recall that, right?

6 A Yes, again, incomplete, but yes.

7 Q Okay.

8 MR. PAGE: Okay, Your Honor, it looks like they're  
9 calling me because I -- they're starting to speak on my phone.

10 THE COURT: Okay. All right. So, we'll go off the  
11 record and then, Mr. Mayo, you're after him, correct?

12 MR. MAYO: I -- it's -- if they --

13 MR. PAGE: Yeah.

14 MR. MAYO: -- just is going to put me right after  
15 him and there's no one in between, then correct.

16 THE COURT: All right. So, I'll just le -- we'll  
17 just leave the BlueJeans on so we can see when you come back.

18 MR. PAGE: Okay.

19 MR. MAYO: Well, so I'll have to log out, so that's  
20 --

21 THE COURT: Okay, but we'll -- but we'll leave it on  
22 so that we can see when you come back. That's not a problem.

23 MR. MAYO: Oh, sure.

24 THE COURT: You can log out. No problem.

1 MR. PAGE: Okay.

2 MR. MAYO: Thank you.

3 THE COURT: And we'll mute everything. Okay, thank  
4 you.

5 (Off record)

6 THE CLERK: We're on the record.

7 THE COURT: All right, Mr. Page. Mr. Page, go  
8 ahead. You're -- we're on the record.

9 MR. PAGE: All right.

10 BY

11 MR. PAGE:

12 Q Mr. Stucke, when we left off, we talked about Dr.  
13 Paglini's suggestions.

14 A Yes.

15 Q Do you recall that?

16 A Yes.

17 Q Okay. You would agree that -- and I re -- this will  
18 be asked-and-answered, but since, at least October of 2019,  
19 you and Ms. Stucke have been exercising joint physical  
20 custody.

21 A Yes.

22 Q There is -- you would agree there's no reason why  
23 joint physical custody cannot continue.

24 A I disagree.

1           Q     But you are familiar li -- you've -- we've read into  
2 the record, Dr. Paglini's suggestions, right?

3           A     Yes, you didn't finish it, I don't believe.

4           Q     I'm sorry?

5           A     I don't believe you completed it, I believe you  
6 omitted the important part behind (ph)\*\*\* 12:33:09.

7           Q     I think the only sentence I didn't read was, the  
8 litigants should be reminded that the mental health of the  
9 children is dependent upon the mental health of children's  
10 (sic), right?

11          A     I think there's more about making up accusations, if  
12 I recall.

13          Q     Okay. His suggestion, bullet point one, was I'm  
14 suggesting the Court give the parties joint legal and joint  
15 physical custody. And bullet point number two was that if Ms.  
16 Stucke does not complete the requirements to the Court or the  
17 -- the Courts find that her behavior habits continue, that the  
18 Court may want to consider Mr. Stucke having primary physical  
19 custody. The only thing I didn't read to you was the  
20 litigants should be reminded that the mental health of the  
21 children is dependent upon the mental health of the parents.  
22 So, you --

23          A     I am fairly certain you're omitting another portion.  
24 I don't have it in front of me to confirm it, but --

1 Q Oh, --

2 A -- Vincent probably does.

3 Q -- fair enough. Okay. You were present when your  
4 counsel was questioning Dr. Paglini yesterday, right?

5 A Yes.

6 Q Okay. Do you agree that, despite your client (sic)  
7 question for -- Dr. Paglini for, at least an hour, that Dr.  
8 Paglini maintained his suggestion as stated on page -- 72,  
9 that his a suggestions remain intact?

10 A Yes, he gave a (indiscernible) hypothesis for the  
11 judge to ce -- to decide. That's what he said.

12 Q You are familiar, wi -- in Nevada, that it's the  
13 preference of the courts -- the preference of the State for  
14 the parents to have joint physical custody.

15 A I'm well aware.

16 Q Okay. You agree that Dr. Paglini spent a lot of  
17 time with both, you and Ms. Stucke.

18 A I wouldn't say a lot of time. He spent a lot of  
19 time going through things, absolutely. Not a lot of time with  
20 me personally, but --

21 Q Okay, well, let me ask the question a different way.  
22 Dr. Paglini spent a lot of time going through the materials  
23 that -- that you and Ms. Stucke presented to him.

24 A Correct.

1           Q     You agree that Dr. Paglini interviewed all of the  
2 collateral witnesses that you and Ms. Stucke presented to him.

3           A     At that time, yes.

4                     (Pause - whispered conversation)

5           Q     You would agree that you have no other witnesses at  
6 this time to present, as it relates to custody.

7           A     I -- I certainly do. You guys wouldn't allow it.

8           Q     As we've been here today, since September 14th  
9 through to the present, you've not -- you and Ms. Stucke have  
10 not presented any other witnesses other than yourselves and  
11 Dr. Paglini, right?

12          A     Correct.

13          Q     You haven't provided any additional exhibits, other  
14 than what Dr. Paglini has presented, right?

15          A     Incorrect.

16          Q     Okay.

17          A     Well, maybe it's not an exhibit, I suppose. Maybe  
18 you're correctly, I -- I guess, technically.

19          Q     But there's nothing here, in Exhibits 1-215, that --

20          A     Correct.

21          Q     -- is anything additional, beyond what Dr. Paglini  
22 has reviewed.

23          A     Right. Correct.

24          Q     As it relates to the -- I'm going to move on to a

1 different subject, here. As it relates to the Fidelity  
2 account, isn't it true that there was a forfeiture in the  
3 Fidelity account of \$7,167.33, due to a non-payment on the  
4 loan?

5 A I'm not sure. I -- it could be a -- an employee  
6 match that didn't happen because you have to work for the  
7 company a certain amount of time. I'd have to look at the  
8 statements.

9 (Pause)

10 Q During the break, have you had the opportunity to  
11 review the records and see if there's any 401K statement for  
12 Konami Gaming?

13 A I did not look for one.

14 (Pause)

15 Q Mr. Stucke, for the Bank of America account that  
16 ends in -3576, you did deposit monies from your paycheck into  
17 there, correct?

18 A I'm not sure. Currently, I do. I don't believe I  
19 did before, but I'm not sure. Possible.

20 Q Okay. So, let's take a look here, on the document  
21 that's Bates labeled 65, in Exhibit 1.

22 A 1A? That 1A?

23 Q Yeah, probably so.

24 A Whi -- which Bates number again?



1 Q 65.

2 MR. MAYO: I'm sorry, Fred, what page num -- what  
3 exhibit number?

4 THE PLAINTIFF: One.

5 MR. PAGE: Exhibit 1.

6 MR. MAYO: Oh, okay.

7 THE PLAINTIFF: I don't see a --

8 BY MR. PAGE:

9 Q Are you --

10 A -- 65. I -- I'm here.

11 Q Are you there?

12 A Yes.

13 Q Okay, so when you take a look at 65, you do see, at  
14 --

15 A There is no 65 that I can see. It starts --

16 Q There's no --

17 A -- with 6712, and -- and it is a Bank of America  
18 statement from 2015.

19 Q If we take a look at what's labeled David Stucke-  
20 000065, that's in exhibit number one, and that's for your  
21 account that's ending in -3576.

22 A I mean, I have Exhibit 1 open, I see one -- one  
23 statement and there -- the Bates number doesn't match what  
24 you're saying, so I'm not sure if I'm looking at the same

1 thing or not.

2 Q You don't see Bates number 65?

3 A No, 6712, is the --

4 MR. MAYO: Yeah, Fred, mine start with 6712.

5 MR. PAGE: Yeah, it starts with 6712, and then if  
6 you go further far -- forward into it, --

7 MR. MAYO: Okay.

8 MR. PAGE: -- the numbers go down again. It starts  
9 with 67 --

10 THE PLAINTIFF: 6715 is blank.

11 MR. PAGE: It --

12 THE PLAINTIFF: Okay.

13 MR. PAGE: -- goes from 6712, to 6715, then it drops  
14 down again and goes to 299.

15 THE PLAINTIFF: You must be looking at a different  
16 exhibit. That's not in this one.

17 MR. MAYO: Hey, David, yours might be divided in  
18 two. I have Exhibit 1A and 1B.

19 THE PLAINTIFF: Oh, okay. Yeah, I know.

20 MR. MAYO: So, for --

21 THE PLAINTIFF: I asked him if --

22 MR. MAYO: -- (indiscernible) --

23 THE PLAINTIFF: I asked him if it was A. I'll look  
24 at B. Okay. (Indiscernible).

1 MR. MAYO: I think his is all together.

2 THE PLAINTIFF: Okay.

3 MR. PAGE: It is.

4 MR. MAYO: Okay.

5 THE PLAINTIFF: Okay, it's 65. Okay, I'm go -- I'll  
6 find it.

7 BY MR. PAGE:

8 Q So are -- do you see it now?

9 A I'm working on it. All right, almost there. Lot of  
10 pages. Okay, 65. Got it.

11 Q Okay. Do you see there, where on June 28, 2017, you  
12 made a deposit of \$5,690?

13 A Yes.

14 Q And then you see where on 06/29/2017, you made a  
15 withdrawal of \$1,000.

16 A 06/29/17, I see a \$2,000 on 06/29/17.

17 Q Okay. Then you made another withdrawal on  
18 07/06/2017, of \$1,039.96.

19 A That's not withdrawal, it's a payment for --

20 Q Card --

21 A -- a credit card.

22 Q -- payment, yeah.

23 Q And then also, you would agree, into this account,  
24 you were depositing your -- or at least, part of your payroll

1 from Gamblit Gaming, right?

2 A Part, yes. \$300 a --

3 Q Okay.

4 A -- month.

5 Q Do agree that these deposits are being made in the  
6 course of the marriage?

7 A Yes.

8 Q Can I have you turn to the document that's labeled  
9 69, please?

10 A Okay.

11 Q And you see where there's a deposit of \$1,000 on  
12 08/07/2017?

13 A Yes.

14 Q Can you turn in the document that's Bates labeled  
15 109? See that?

16 A I'm getting there. Okay.

17 MR. MAYO: Fred, you said eight -- one of --

18 MR. PAGE: And you see there's a deposit on --

19 MR. MAYO: Fred, you said --

20 MR. PAGE: -- April 11 --

21 MR. MAYO: -- Bates 109?

22 MR. PAGE: -- tve --

23 THE PLAINTIFF: 1-0-9, yeah.

24 MR. MAYO: Okay, thank you.

1 BY MR. PAGE:

2 Q You see there, there's a deposit made there of  
3 \$6,000?

4 A Yes.

5 Q On April 11, 2018.

6 A Yes.

7 Q Then I'm going to have you go back and take a look  
8 at the document that's Bates labeled 305. Are you there?

9 A Sorry, our numbers jump around some. Almost there.

10 Q Yeah.

11 A I found a 315 section. I don't know where that one  
12 is yet.

13 Q Three -- 3-0-5.

14 A No, I understand.

15 MR. MAYO: It's near the top of the page, David.

16 THE PLAINTIFF: Okay.

17 MR. MAYO: It should be the February -- the February  
18 20, 2016 --

19 THE PLAINTIFF: Oh, I found it. Okay.

20 MR. MAYO: -- 23rd statement.

21 THE PLAINTIFF: Yeah, I got it.

22 BY MR. PAGE:

23 Q Okay. You see where there's a deposit there of  
24 \$2,000?

1 A Yes.

2 Q On March 2016.

3 A Yeah, cash. Yes.

4 Q Could you turn to the document that's Bates labeled  
5 313, please?

6 A Yes.

7 Q Are you there?

8 A Yep

9 Q You would agree that there was a cash withdrawal of  
10 \$1,200 on -- I'm sorry, April 8, 2016.

11 A Yes.

12 Q Now, you were making all of these significant  
13 deposits and withdrawals because you and Christie, at this  
14 time, were engaged in Advantage Gaming.

15 A No, I kept my gambling money separate from my  
16 personal money, in my safe.

17 Q So when you're making deposits of \$6,000, \$5,690,  
18 \$1,000, et cetera, those are monies that just --

19 A The \$6,000 is --

20 Q -- appeared in your hand?

21 A The \$6,000 was a transfer from a friend of mine, if  
22 you didn't see the name on there, Patrick Gallagher. The one  
23 that's lent me money. I'd have to look at the other ones, one  
24 --

1 Q So you --

2 A -- -by-one.

3 Q What you're testifying to, Mr. Stucke, is you have  
4 friends that just give you \$6,000, \$5,900, and things like  
5 that? Is that is that what you're sa --

6 A No.

7 Q Is that what you're saying?

8 A No, he was going to invest in the Airbnb with me and  
9 it fell through and I never paid him back.

10 Q But you agree that you have no writing with this  
11 person as to any loan or investment plan.

12 A No, I don't agree.

13 Q Well, you agree that there is no evidence in any of  
14 the exhibits of 1-215, that show any loan from any person for  
15 \$6,000 from 2017, right?

16 A Yes, I agree.

17 Q You agree that you never provided the name and  
18 contact information for this person, right?

19 A Not in the exhibits. Christie has contact with him.

20 Q So, when we take a look here, at the document that's  
21 Bates labeled 47, which has a deposit in (sic) March 1 of  
22 2017, of \$4,986, that's from another friend?

23 A I'm not sure what that's from. Is may be cash from  
24 my safe. I don't -- don't have the -- that in front of me, so

1 I --

2 Q But no --

3 A -- can't try --

4 Q -- matter what --

5 A -- to descri --

6 Q -- it is, it's not -- it's not from gaming, right?

7 Is that your testimony?

8 A Well, at this time, I was putting money in there to

9 -- so you (sic) can use it to buy a house and it needs to be

10 in the bank for a while before you can use it. It's called

11 seasoning your money.

12 Q I -- that's not --

13 A -- (indiscernible).

14 Q That's not the question that I asked, sir. Sir, the

15 question I asked -- so, no matter -- no matter where the money

16 comes from, it's not from gaming. Is that your testimony?

17 A Well, not no --

18 Q Yes or --

19 A -- matter --

20 Q -- no?

21 A -- where it comes from.

22 Q So, the --

23 A I'm not --

24 Q -- \$5,000 --



1 A -- sure --

2 Q -- nine si --

3 A It's --

4 Q -- \$690 --

5 A It's likely --

6 Q -- that was deposited -- I'm asking a question here,  
7 sir.

8 A Okay.

9 Q The \$5,690 that was deposited on June 28, 2017,  
10 that's from anything else other than gaming?

11 A Probably not.

12 Q Okay. So, you can't -- and -- but you can't name or  
13 identify the loan from the friend, who ever this might be, as  
14 to why they --

15 A I just --

16 Q -- gave you that money.

17 A It's -- I just said it's probably not a loan.

18 MR. PAGE: I'll pass the witness.

19 MR. MAYO: All right.

20 THE COURT: Mr. Page, I have a question for you.

21 Are you just doing -- are -- are you going to call David in  
22 your case-in-chief or are you finished with him completely?

23 MR. PAGE: I may --

24 THE COURT: Or do you --

1 MR. PAGE: -- call --

2 THE COURT: -- know?

3 MR. PAGE: -- him in my case-in-chief. I --

4 THE COURT: You are?

5 MR. PAGE: I'll see how they go (ph)\*\*\* 12:51:38,  
6 but I may do that.

7 THE COURT: You may, okay. All right, I wasn't  
8 sure.

9 MR. MAYO: All right.

10 REDIRECT EXAMINATION

11 BY MR. MAYO:

12 Q David, in regards to personal property of yours, you  
13 were asked in regards to division of furniture and furnishings  
14 and personal property, is there any electronics that are --  
15 are still in Chri -- Christie's possession that you're  
16 requesting?

17 A Sorry, I just got back in. The network went down or  
18 something.

19 Q Okay. Can you hear me now?

20 A I do now.

21 Q Okay. Is there any electronic equipment in  
22 Christie's possession that you are requesting?

23 A Yeah, there's (sic) some things that she didn't --  
24 didn't give me, yes.

1 Q And what are those?

2 A I tried to list them (indiscernible - audio glitch)  
3 photo -- photo printer --

4 Q So, Davi -- David, stop. Stop. David, stop. You  
5 were -- I couldn't make out your voice. Start over.

6 THE COURT: Yep. Yeah, he was cutting out.

7 THE PLAINTIFF: Okay. So, there's some camera  
8 equipment, photo printer, monitors, an iPad, an Apple Watch  
9 and some tools and things. Yes, there's -- there's a list in  
10 the -- oh, one of the papers we submitted.

11 BY MR. MAYO:

12 Q Okay. Can you just run those through me (sic) --  
13 run those through for me?

14 A All right. There's camera --

15 Q And slow --

16 A -- equipment, --

17 Q -- down for me.

18 A -- light and background, --

19 Q And slow enough where we can hear it.

20 A Okay, sorry. Camera equipment, lights and  
21 backgrounds -- some of that was damaged, that I did recover,  
22 but it is not good anymore. There's an expensive lens that's  
23 missing, a photo printer, not very expensive and some  
24 monitors, a -- a jack -- leather jacket of mine. Well, yeah,

1 jacket of mine that was ripped that I did received. Some  
2 coins that she claims to have given me back that -- you know,  
3 there's some that are still missing. There's an Apple --  
4 Apple Watch, an iPad, a Dremel, a Dremel like, kit, some poker  
5 chips.

6 I had a bunch of miscellaneous poker chips from  
7 various casinos in my desk. I had a jug of coins. Of course,  
8 the big one is the money stolen from my safe. Some tools.  
9 There's a -- a lathe and she still has a key to my car, but  
10 she's claiming she doesn't and some jewelry, more sentimental  
11 value than massive value. But you know, some things from my  
12 grandmother and stuff. Pressure washer, which -- an Xbox, the  
13 TV, some -- bunch of tools from my garage and my old desktop  
14 and laptop, which have no real value, other than the photos  
15 that -- on it that I would like. And, yeah, that's it.

16 Q Okay. Now, what about in terms of any actual  
17 furniture and furnishings that are in Christie's possession  
18 that you're asking for? Is there -- is there any way?

19 A I mean, whatever. If she -- I mean, I assume  
20 hopefully, could manage it. None -- none of it is worth of  
21 real value. If she wanted anything very badly, I probably  
22 would be able to be like, okay.

23 Q Now, you were asked about --

24 THE COURT: Counsel -- Counsel, on that issue -- and

1 I'm just going to ask you and Mr. Page now. I mean, it --  
2 should we allow them to attempt to resolve and if not, do an  
3 A/B list?

4 MR. PAGE: Well, yeah, it would be an A/B list and  
5 my client's indicating they've already divided this stuff  
6 three times.

7 THE COURT: Well, --

8 THE PLAINTIFF: Well, it's --

9 MR. PAGE: He's come three times and picked up stuff  
10 and he's still not done?

11 THE COURT: Well, I don't know. I be -- I -- but  
12 the problem is you know, --

13 THE PLAINTIFF: She refused --

14 THE COURT: Well, --

15 THE PLAINTIFF: -- to let me --

16 THE COURT: -- I mean, --

17 THE PLAINTIFF: -- go through my things.

18 THE COURT: Yeah, it -- it's -- so, he would have to  
19 include those items that he took and the things that are still  
20 remaining and you know, we have peop -- someone in the house  
21 that's ultimately, going to be out of a house and back into a  
22 house and out of a rental house. And I mean, we have all  
23 kinds of movement here and I think what -- they just need to  
24 identify everything that they have that's worth dividing and

1 identify what they have in their possession. And if we can't  
2 resolve it -- I mean, he thinks that potentially, they can  
3 talk about it and resolve whatever is left.

4 THE PLAINTIFF: Yeah.

5 THE COURT: If they ca -- if they can't, then within  
6 a certain period of time, I'll say is that they just need to  
7 do an A/B list.

8 MR. MAYO: That's fine.

9 THE PLAINTIFF: It's hard to make a list. But yeah,  
10 furniture can be more of a hassle to move than  
11 (indiscernible).

12 THE COURT: Okay.

13 MR. MAYO: All right.

14 BY MR. PAGE:

15 Q Now, David, you were asked about a -- a wedding  
16 ring. During this divorce, have you been in possession of any  
17 wedding ring of Christie's?

18 A No. I mean, not since I bought it.

19 THE DEFENDANT: And I also (indiscernible) both of  
20 them.

21 MR. MAYO: I'm so -- okay.

22 THE COURT: Mr. Page, were you saying something  
23 there?

24 MR. PAGE: No, I was ta -- I -- I just conferencing

1 with my client.

2 THE COURT: Oh, okay. All right.

3 MR. MAYO: Okay.

4 BY MR. MAYO:

5 Q David, in regards to your -- your credit cards, are  
6 you requesting that the Court make an equal division of those?

7 A Yes.

8 Q Now, you were asked about Gaming Arbitrage. What  
9 did that consist of?

10 A Well, I made the website to make it easier for me to  
11 get a job because I had applied for a mathematician job at  
12 Konami many times and never got an interview, so I ma -- I  
13 made the website as a consulting website to put on my resume.

14 Q Okay. Did it a -- did it actually ever function?

15 A I mean, no. It's just -- no, there's no real --  
16 there's links that go -- don't go anywhere. There's no real  
17 information. Never had a client.

18 Q Okay. Now, you're asked about Christie draining  
19 accounts in -- early in the divorce. What were you -- what  
20 were you -- what -- what do you mean when you said she was  
21 draining accounts? What accounts are you talking about?

22 A It was our -- our joint accounts. So, it was right  
23 when the paperwork first got filed and I was told don't do any  
24 unusual transactions; this is a JPI. And so I'm like, okay,

1 keep paying your bills and she emptied them out. It was  
2 probably, several thousand dollars that she took out and I --  
3 and then I was forced to pay the bills from the Airbnb account  
4 and you know, from my paycheck.

5 Q All right. Now, you were asked about the concept of  
6 advantage gambling. You said that there are rare  
7 opportunities. What do you mean by that?

8 A Well, you're not going to beat the casino by just  
9 going in and playing a machine, so the way you can win is if  
10 the marketing department makes a mistake. So they have to do  
11 something that gives you more of a bonus than you lose playing  
12 the game, so it's not very common.

13 Q Okay. Now, you were asked about the correlation  
14 between monies withdrawn and from accounts and gambling. Is  
15 the point of a summary to summarize what's in more detailed  
16 documentation?

17 A Yes.

18 Q Now, in terms of -- you were asked about looking at  
19 bank statement -- looking at bank statements and transferring  
20 the information to a -- a ledger or a summary. Based on your  
21 education and experience and knowledge, did you believe it  
22 within your abilities to look at a bank statement and transfer  
23 that information into some you know, correlated or summarized  
24 form?



1           A     Yes.

2           MR. PAGE:  Objection form, compounds, vague.

3           THE COURT:  Only if you pick one.

4           MR. PAGE:  Objection, vague.

5           THE COURT:  You want to rephrase that, Mr. Mayo?

6           MR. MAYO:  Well, calm down.  Normally, if it's the

7 opposing side and my client understands the question.  I've

8 never heard someone say compound on the other si -- on your

9 own witness.

10          THE COURT:  What?  Wait a minute.  Ye -- we --

11 really?  Yeah, okay.  Well, --

12          MR. MAYO:  If he can --

13          THE COURT:  -- I'm going --

14          MR. MAYO:  If he can --

15          THE COURT:  -- to say that's --

16          MR. MAYO:  -- answer that --

17          THE COURT:  -- not true.

18          MR. MAYO:  If I can ask him in five -- if I can ask

19 him five parts to a question and the answer is yes throughout

20 it, it's not compound because he understand (sic) it.  It's

21 only when the other side asks your client.  But at any rate --

22          THE COURT:  I'm --

23          MR. MAYO:  -- I can ask him.

24          THE COURT:  I've heard it both ways, --

1 MR. MAYO: So --

2 THE COURT: -- but okay.

3 MR. MAYO: Okay.

4 BY MR. MAYO:

5 Q No -- so, David, do you believe it was in your  
6 abilities to look at a bank statement and transfer that  
7 information into the form of a summary or a ledger?

8 A Yes, you're basically, copying it over.

9 THE COURT: What was that? He mu --

10 THE PLAINTIFF: I said --

11 THE COURT: He --

12 THE PLAINTIFF: -- yes, you're basically copying it  
13 over.

14 BY MR. MAYO:

15 Q All right. So, Da -- David, try and go through this  
16 quickly. Just yes or no as we're going through it, all right?  
17 I'll ask you to elaborate --

18 A Yep.

19 Q -- if I need you to.

20 A Okay.

21 Q All right.

22 MR. PAGE: Did you say somebody taught you?

23 THE PLAINTIFF: No, I said you're copying it, is  
24 what I said.

1 THE COURT: Right. You -- you just ha -- you tend  
2 to speak really quickly and it's sometimes kind of, all runs  
3 together. So just make sure you enunciate for us because --

4 THE PLAINTIFF: Okay.

5 THE COURT: -- it's ha -- it's hard to hear you when  
6 you -- when you speak real fast.

7 THE PLAINTIFF: Okay.

8 BY MR. MAYO:

9 Q Now, there was (sic) issues in regards to lack of  
10 Bates numbers. In your opinion, having your testimony of  
11 looking in the bank statements and creating the summaries, do  
12 you le -- do you believe it difficult for Christie to look at  
13 an entry on the ledger and then find a corresponding entry on  
14 a bank statement?

15 A No.

16 MR. PAGE: Objection, foundation, asks for an expert  
17 opinion.

18 THE COURT: Well, no, --

19 MR. MAYO: No, it's not --

20 THE COURT: -- overruled.

21 MR. MAYO: Okay.

22 THE COURT: He's saying does he -- he's asked, does  
23 he think it would be difficult for Christie to find the entry.

24 MR. MAYO: Right.

1 THE COURT: I mean, did you say foundation? I --  
2 overruled.

3 MR. MAYO: Okay.

4 BY MR. MAYO:

5 Q David, go ahead and answer.

6 A I sa -- I said no.

7 Q Now, did you -- you said your -- your girlfriend had  
8 assisted, in terms of doing some of the entries on the -- the  
9 ledgers. Did you double-check her entries?

10 A Yes.

11 Q And on the memo section, did you double-check the --  
12 the entry for the memos, in terms of what the charge or the  
13 purchase or an expense was for?

14 A Yes, and most of them are identical to do the -- the  
15 other thing, just re-written.

16 Q Okay, don't mumble, David. Just listen.

17 A Okay.

18 Q I'm trying --

19 A Sorry.

20 Q -- to get through this quickly.

21 A Yeah. So, yes.

22 Q All right. Now, --

23 THE COURT: How many more questions do you have?

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

1 THE COURT: I said how much more time do you wa --  
2 think you're going to use? I'm -- the only reason I ask is  
3 because it's 1:00 o'clock.

4 MR. MAYO: Oh, okay. You know, I probably have  
5 about 10 minutes.

6 THE COURT: Okay.

7 MR. PAGE: Wow. I've got to prepare for my next  
8 hearing.

9 MR. MAYO: We can come back, Your Honor. I don't  
10 want to take away from da -- from Mr. Page's time.

11 THE COURT: Okay, Mr. Page. All right.

12 MR. PAGE: I -- I've -- this -- Mr. Mayo says he's  
13 going to be short, I'm going to --

14 THE COURT: Well, then, let's --

15 MR. PAGE: -- (indiscernible).

16 THE COURT: Yeah. Okay, look, here's the deal. I'm  
17 going to go ahead and break if you need to prepare. We're  
18 going to come back at 2:00 and if you're not back, then we'll  
19 start immediately in -- when you're back. Mr. Mayo, make sure  
20 you get through it because we -- again, we only have a short  
21 amount of time --

22 MR. MAYO: No, I --

23 THE COURT: -- to get this done.

24 MR. MAYO: It may -- it may be -- it may be five

1 minutes. I just have a couple -- I have a couple of documents  
2 that I may have to have him look at, but it -- I -- you know,  
3 I'm hoping it's five minutes. I don't think it -- it may not  
4 be 10.

5 THE COURT: Okay. Okay. I mean, I'm not tr -- I --  
6 you know, you're entitled to cro -- redirect, but I just want  
7 to make sure that we focus. So, --

8 MR. MAYO: Understood.

9 THE COURT: -- with that, then let's go ahead and go  
10 off the record and let Mr. Page prepare for his next hearing  
11 and everybody get a bite to eat and we'll start back at 2:00,  
12 or as soon as we can thereafter. So, we'll s --

13 MR. PAGE: Okay.

14 THE COURT: We'll -- we'll be back into the  
15 BlueJeans, probably before 2:00, but we'll look for you guys  
16 around then.

17 MR. PAGE: Okay.

18 MR. MAYO: Okay, --

19 THE COURT: Okay?

20 MR. MAYO: -- thank you, Your --

21 THE COURT: Tha --

22 MR. MAYO: -- Honor.

23 THE COURT: Thank you.

24 MR. PAGE: Thank you.

1 THE COURT: We'll go off the record.

2 (Off record)

3 THE CLERK: We're on the record.

4 THE COURT: Yep.

5 MR. MAYO: Okay.

6 THE COURT: So we are on the record.

7 BY MR. MAYO:

8 Q David, can you hear me?

9 A Yes.

10 Q Okay. If you could, turn to Exhibit 206.

11 A Okay. I have it.

12 Q You have it? Okay. Is this our client trust ledger  
13 through September of this year?

14 A Yes.

15 (Pause)

16 Q Now, at the very top, it shows a check in the amount  
17 of \$57,056.99. Does it say JD Investment, LLC on it?

18 A Yes.

19 Q All right. And which -- is that sales proceeds from  
20 which house?

21 A The Birkland property?

22 Q Okay. Now, it also has proceeds from the sale of  
23 3740 Grandview Place, \$63,077.54. Do you see that a little  
24 bit further down, on March 18th?

1           A     Yes.

2           Q     Now, it also has a \$7,500 proceeds from the sale of  
3 the house from Grandview. Do you see that -- same date?

4           A     Yes.

5           Q     Okay.

6           A     Now, there's also a -- May 28th, there's a John  
7 Paglini, \$7500. Do you see that on here?

8           A     Yes.

9           Q     Okay. And then a little bit further down, there's a  
10 -- another payment, John Paglini.

11           THE COURT: I won't give you a hard time, but I'm  
12 going to anyway. I was not going to, but you keep saying that  
13 G.

14           MR. PAGE: Saying what?

15           THE COURT: He keeps saying that G in poor Dr.  
16 Paglini's name.

17           MR. MAYO: Oh, yeah, I -- sorry. So, I -- I just  
18 felt it would help, Your Honor, to see the transaction history  
19 --

20           THE COURT: He's not --

21           MR. MAYO: -- (indiscernible).

22           THE COURT: He's not here, but I just thought it was  
23 funny. I had to say something.

24           MR. MAYO: You're -- you're di -- I did forget --



1 yeah, you're right. And again, I'm just -- I figured it -- it  
2 would be helpful to the Court and to Opposing Counsel to see  
3 the activity in our --

4 THE COURT: Yeah.

5 MR. MAYO: -- monies in --

6 THE COURT: No, I --

7 MR. MAYO: -- our client trust --

8 THE COURT: That's --

9 MR. MAYO: -- account.

10 THE COURT: -- fine. I'm just giving you a hard  
11 time about the G, that's --

12 MR. MAYO: I -- now, you're right. You're right.  
13 Paglini.

14 THE COURT: Next case when you have him, you'll know  
15 it's -- there's no G.

16 MR. PAGE: If you're going to give him a hard time  
17 about that, I'm going to object, exceeds the scope of my  
18 cross.

19 THE COURT: Yeah, it does.

20 MR. MAYO: Well, they had asked in regards to the  
21 activity from both the sale of the Birkland, as well as  
22 Grandview. So I thought it would --

23 MR. PAGE: (Indiscernible) --

24 MR. MAYO: -- help to be a -- to have that listed.

1 But I mean, look, I'm just trying to -- I'm just trying to  
2 help the Court, in regards to the trust monies in the accounts  
3 that have -- the monies that are left over.

4 THE COURT: Okay, no, --

5 MR. PAGE: It's --

6 THE COURT: -- no, no. That's --

7 MR. PAGE: It was --

8 THE COURT: -- fine.

9 MR. PAGE: -- a moment --

10 THE COURT: So you're s --

11 MR. PAGE: -- of levity. I -- I -- that's why I  
12 gave you a hard time.

13 MR. MAYO: Oh, okay, --

14 THE COURT: Okay.

15 MR. MAYO: -- I got you.

16 THE COURT: Okay, so -- so it-- when you're say --  
17 you're right, they did ask for a -- they dis -- did ask about  
18 the fact that the money went there and where it went and what  
19 have you, so that's fine.

20 MR. MAYO: Okay.

21 THE COURT: So go ahead.

22 MR. MAYO: All right.

23 BY MR. MAYO:

24 Q And David, the other transactions on here, are those

1 monies that were paid for -- that were forwarded to you for  
2 payment of the West Maule mortgage and the -- the loan on the  
3 -- the Chrysler van?

4 A Correct.

5 Q Okay. All right. And I do -- I do get that this  
6 stops on September 10th. I thought we had updated through the  
7 present.

8 A Right, there's a -- there's some more out of there,  
9 yes, correct.

10 Q Okay. And the remainders, are those the, again, the  
11 -- the mortgage payments monthly and the van payments for  
12 October through this month?

13 A Right, I don't believe the December mortgage  
14 payment's been paid, but the other stuff is all up to date.

15 Q Okay. All right.

16 MR. MAYO: Your Honor, we'd move Exhibit 206.

17 MR. PAGE: Think it's already admitted.

18 MR. MAYO: Oh, was it?

19 MR. PAGE: Believe on day one.

20 MR. MAYO: Okay, my apo -- sorry, my apologies. I  
21 didn't -- it's -- day one was back in September. I didn't  
22 think I had. All right, nevermind.

23 BY MR. MAYO:

24 Q David, could you -- want to quickly move through

1 some of these questions. Can you look at Exhibit 27?

2 A Okay.

3 Q All right. Now, you have been asked about the first  
4 page, ex -- Bates 5759. Do you see that?

5 A Yes.

6 Q Okay. Now, I believe you had testified on the first  
7 day of trial, the summary for the information that follows.  
8 Is that accurate?

9 (Pause)

10 A Oh, sorry. It was (indiscernible).

11 Q Say again?

12 A It was very echo-y, so I'm muted, but it's not me, I  
13 don't think.

14 MR. PAGE: Can he turn his volume down? He's  
15 creating an echo.

16 MR. MAYO: Yeah, mine's pretty low already.

17 THE DEFENDANT: David's.

18 MR. PAGE: No, David.

19 THE DEFENDANT: It's David's.

20 THE COURT: No, he's muted.

21 MR. MAYO: Take the mute off, David.

22 THE PLAINTIFF: Okay.

23 MR. MAYO: All right. Can you hear me --

24 THE COURT: Still --

1 MR. MAYO: -- now?  
2 THE COURT: -- hear an echo now?  
3 THE PLAINTIFF: Not right now. It's -- we --  
4 THE COURT: Okay.  
5 THE PLAINTIFF: Yeah.  
6 THE DEFENDANT: It's on David's end.  
7 MR. MAYO: Okay, we'll just -- we'll just bear  
8 through it.

9 MR. PAGE: Maybe turn his micro -- turn the audio  
10 volume down, as opposed to mute. That will kill some of the  
11 echo.

12 THE PLAINTIFF: I -- I understand. Okay, so, can  
13 you repeat the question, Vincent?

14 BY MR. MAYO:

15 Q Okay, that's better. All right. Do you see Bates  
16 5759?

17 A Yes.

18 Q All right. You were asked about this statement in  
19 regards to not having account information on this page. Is  
20 this a summary of the information that's in this exhibit that  
21 follows?

22 A Yes.

23 Q And the supporting -- in the documents that follow,  
24 does it list bank account numbers for the information that's -

1 - that's included on here?

2 A Yes.

3 Q Now, Christie's counsel had asked about -- had asked  
4 you about Christie obtaining cash at PT's Pub that's close to  
5 your house, the West Maule residence. Are there any charges  
6 for withdrawing cash from the ATM at PT's Pub.

7 A Yes, I believe it's four-and-a-quarter.

8 Q What was the amount you said?

9 A \$4.25, I believe.

10 Q Okay. And since you and Christie bank at Wells  
11 Fargo, how far is the Wells Fargo from your house?

12 A Less than five minutes.

13 Q And do they have any charges -- ATM charges for  
14 getting cash at the Wells Fargo?

15 A No.

16 Q Did you and Christie -- well, the time that you and  
17 she were together, did you and she ever regularly pay for  
18 marital expenses in cash?

19 A Don't believe so. I can't think of any.

20 Q All right. On the -- the TIAA-CREF, you have been  
21 asked about payments made by -- from your income towards a  
22 loan. And I -- and I just want to make sure we're on the same  
23 page. When did you say you started using your -- your income  
24 to make payments on that loan?