

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

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 11

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IN THE SUPREME COURT OF THE STATE OF NEVADA

DAVID PATRICK STUCKE

Appellant,

vs.

CHRISTIE LEEANN STUCKE,

Respondent.

Supreme Court Case No.: **82723**

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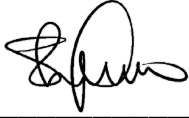
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DATED this 22nd day of October 2021.



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1 total cash -- I'm assuming that means total cash out of that
2 income. And then he has something called personal expenses
3 with no reference what personal expenses represents. And then
4 he has no column that represents any business expenses. And
5 then in total transfers to other without explaining the
6 transfers.

7 And then is that part of the income? Because if
8 it's a transfer out to somebody else, that's not necessarily
9 income. That's outgoing. And whether or not (indiscernible)
10 pay somebody for work would determine whether or not it was a
11 business expense or a personal income.

12 So, number one, I'm not sure quite what I'm reading
13 and what the total income of \$23,393.10 represents, and I'm
14 not even sure for what year that this is supposed to be
15 representing because there's no dates. But I'm just guessing
16 maybe it's 2019. But if that's the case, then -- if he's
17 saying Action Rad only took in \$23,393 in 2019, that's
18 certainly under reporting what I reported as receiving as
19 income from that company.

20 So if we want to go with David's number of the lower
21 income, hey, you know. If he wants to put that as my total
22 income for a year's time, I'm good with that. We can base
23 child support on that number.

24 MR. MAYO: Your Honor -- Your Honor --

1 THE WITNESS: How about that?

2 MR. MAYO: She's being a little hysterical. Can we
3 stay on target here?

4 THE WITNESS: Yeah (indiscernible) --

5 THE COURT: Well, I mean, a lot of it is argument
6 again. Hold on, Christie. It's -- that's your attorney's
7 argument. I mean, we've been letting it go because she just
8 keeps wanting to -- I understand --

9 THE WITNESS: It's common sense.

10 THE COURT: Here's the thing. I totally -- I
11 understand that you understand accounting and running a
12 business and how you classify expenses and all that, as do I.
13 But in terms of the actual document itself, you don't need to
14 make the argument as to why I should or shouldn't accept it
15 and whatever it says. Your attorney will make that.

16 THE WITNESS: Okay.

17 THE COURT: I just -- he's asking you -- and I --
18 and the only reason I say this is because I really need us to
19 get your factual testimony out. That what you're telling me
20 now is your interpretation and your personal opinion and that
21 -- again, like I said, your attorney's going to argue all that
22 for you. Not a problem. I need your factual testimony, so.
23 And I don't want us to -- we can't run into another day.

24 Guys, just so you understand, I am training in

1 another department. I have no more days. I have to move
2 myself to guardianship. Like, this is happening now. End of
3 story. I have next week one day of court and then I'm in
4 another courtroom otherwise. So we've got to finish this. So
5 that's why I really need you to -- her testimony versus her,
6 you know, sort of evaluation of the docs.

7 THE WITNESS: (Indiscernible) ledger.

8 MR. PAGE: (Indiscernible).

9 THE COURT: I understand. I totally understand.

10 So, Mr. Page.

11 BY MR. PAGE:

12 Q Turn to Exhibit 34, please. There. It's a document
13 Bates labeled 7269. This is a purported document claiming to
14 be profit and loss for Action Rad Solutions, Inc. from January
15 through July 2020.

16 A For half a year.

17 Q The issues that you had with the other profit and
18 loss statements for Action Rad Solutions, would those be the
19 same issues you have with this one?

20 A This actually looks more accurate. It has expenses
21 on it.

22 Q But are there any Bates label numbers that would
23 allow you to verify the data -- the data entry conducted by
24 David and his girlfriend?

1 A No. Oh, here, this is (indiscernible). Okay. So
2 there is -- certainly he has classified things inappropriately
3 in this one because he's classifying transfers to me, which is
4 income, towards me personally, the \$4,070 that I
5 (indiscernible) my personal account as an expense, whereas I
6 -- I'd calculate that in a different way for, you know, cash
7 out as payment to myself. And the other cash withdrawals were
8 labeled as personal expenses where he hasn't -- has -- oh,
9 cash withdrawals.

10 THE COURT: I'm sorry, which one are we on?
11 (indiscernible) --

12 THE WITNESS: Bates number 7270.

13 THE COURT: My computer jumps because I've expanded
14 -- hold on a second. Okay. I'm on it.

15 THE WITNESS: (Indiscernible). Yep. If you look at
16 7270 Bates number --

17 THE COURT: Yep.

18 THE WITNESS: -- again, it's showing my net income
19 is (indiscernible) 62 cents, which is actually
20 (indiscernible). So his numbers don't make (indiscernible).

21 BY MR. PAGE:

22 Q Let's move on to Exhibit 35. Exhibit 35, what is
23 the label of the document?

24 A Christie personal checking, account ending in 765 --

1 7685, profit and loss January through July 2020.

2 Q The Bates label is?

3 A 7271.

4 Q As you look at this document, what issues do you
5 have with what David and his girlfriend inputted?

6 A So if you look here, he has as the net income
7 expenses as being -- what is it here? One thousand -- or
8 total income being \$2,268.81 for six months.

9 Again, he's way under reporting what -- I've
10 reported a much higher number. And as I said, if he wants us
11 to use this number I'm okay with that. But I've reported a
12 much higher accurate number for my income for six months in
13 (indiscernible) account.

14 Q And if you look at the next page, which is 7272, he
15 lists your net income for the first six months as being what?

16 A Negative \$3,532.06. And if we want to go with that
17 number, again, I'm happy to use David's number instead of my
18 own since he thinks his accounting is so accurate.

19 MR. MAYO: Your Honor, can you please stop having
20 her make these side comments. They're not helping anything.

21 THE COURT: Right. I mean, I got that point the
22 first time. I get it.

23 THE WITNESS: Yeah.

24 THE COURT: I understand the -- I understand that

1 the numbers are different than your numbers. I get it.

2 BY MR. PAGE:

3 Q Turn to Exhibit 36, please, and could you identify
4 the document?

5 A Again, PCCG, Inc. with an account ending in 7578,
6 which doesn't correlate to any of my business account numbers,
7 so I'm not sure which account this is referencing. So, again,
8 there's lacking expenses. It doesn't represent the income
9 that came into that business account for six months. And it
10 says that I made \$5,514 in this -- in this thing over six
11 months. So again, it's less than what I've reported showing
12 as my income for a six-month period.

13 Q Page 2, which is 7274, lists the net income for
14 PCCG, Inc. as being what for that time period?

15 A I thought that was the net. So this one says net
16 ordinary income. And then on the next page, which is 7274,
17 there's another net income listed. So which one is it? Is it
18 negative \$6,652.71 or the \$1,137 -- negative one hundred --
19 \$1,137.73 or is it the \$1,108.02 on the previous page for, you
20 know, six months of accounting for an account number that
21 doesn't represent the Medical Systems Group account, nor does
22 it represent Action Rad account numbers? And so I'm not sure
23 what I'm looking at here at 7274 and how it -- how it meshes.
24 It doesn't make sense.

1 THE COURT: Got it.

2 BY MR. PAGE:

3 Q Now, we have the Exhibit 37, and that is -- could
4 you identify this document, please?

5 A It says at the top Action Rad Solutions, Inc. profit
6 and loss January 1st to July 1st, 2020. And then it's very
7 hard to read the text. Let's see. But as you can see in
8 general, if you look down, January 2020, for example, the
9 column, and you can see a recurring theme across this
10 document, which is there are no expenses related to the
11 business of Action Rad Solutions for a six-month period of
12 time, which obviously you can see in any statement that there
13 are plenty of expenses in every single statement that are
14 certainly not listed on this profit and loss. So it appears
15 to only be depicting income and very few expenses, if any,
16 listed. And it's mostly all zeros all across the board on
17 expense level.

18 Q What is this document identified as?

19 A This says Christie's Personal Checking Account
20 ending in -- and it cuts off 76. I'm assuming it's 7685, but
21 it's not -- it's cut off so I can't see the numbers. I'm
22 assuming it's for my personal account for January to July
23 2020. And at the bottom it would appear that this was printed
24 in a way that the numbers are not even showing up on the total

1 balances on the bottom because there's pound signs. Because
2 it's not printed properly you cannot see the actual number
3 values that are supposed to be represented here.

4 But even if you could, if you look at some of the
5 other summary amounts, for example total income up at the top
6 where it says January 20th, 2020 -- of 2020, if you look
7 across there he's saying that I got \$366.04 in January of this
8 year, \$430.14 in February, and then apparently I put nothing
9 in my personal account in the months of March and April of
10 2020. Which clearly, if you look at any of my personal
11 statements for March or April, you will see that that is
12 absolutely inaccurate, as well as for May.

13 So for three months there's absolutely no data entry
14 whatsoever. So you can see right off the bat that this report
15 is also inaccurate, and it is very easy to see, you know, not
16 legibly or able to be understood with the pound signs at the
17 bottom.

18 Q Let's turn on to Exhibit 39. Could you identify
19 this document, please?

20 MR. MAYO: Fred, what number?

21 MR. PAGE: 39.

22 MR. MAYO: Thank you.

23 THE WITNESS: It's Bates number 7278.

24 BY MR. PAGE:

1 Q What issues do you have with this particular
2 document?

3 A You know, I want to summarize and try to move this
4 along here. The issue that I have overall is whenever I look
5 at one of these pieces of paper that is clearly any -- any
6 intelligent person can look at it and see so many inaccuracies
7 just in a few glances of a moment.

8 When I look at this it represents my family's wealth
9 and value being squandered and wasted between attorneys' fees
10 and David's efforts, you know, and this represents
11 (indiscernible) --

12 MR. MAYO: Your Honor, this is nonresponsive --

13 THE WITNESS: I look at this as (indiscernible) --

14 MR. MAYO: -- to the question.

15 THE COURT: Hold on. Hold on. Hold on. Hold on.
16 Hold on.

17 THE WITNESS: Yeah.

18 MR. MAYO: I would object, nonresponsive.

19 THE COURT: Hold on. All right.

20 THE WITNESS: This is garbage. (indiscernible) --

21 THE COURT: Hold on. Hold on. Hold on.

22 THE WITNESS: (indiscernible) --

23 THE COURT: Look. That's argument, Christie.

24 That's argument. That's argument. I understand how you feel.

1 THE WITNESS: Well, it's (indiscernible) time.

2 THE COURT: I understand how you feel and -- but
3 it's argument.

4 I would like for her, though, if she could, because
5 she kind of was going there and I was thinking this is good,
6 to give me an overall thought of all the documents, because I
7 think she's kind of laid the foundation with each of them as
8 to where she sees the issues. And, quite frankly, that's
9 really also -- that also can be argued at closing in terms of,
10 you know, just what the documents represent or what they
11 purport to say. I mean, I don't know how many more you want
12 to go through, Mr. Page, or if you intend to go through every
13 single one of them but --

14 MR. PAGE: I think we're really very close to --

15 THE COURT: All of them?

16 MR. PAGE: -- all the others.

17 THE COURT: Okay. Okay. Yeah, you're not too far.
18 You're right. I'll let you keep going.

19 MR. PAGE: Okay.

20 THE COURT: Make sure, Christie, you keep it to the
21 document when he says what issues are you having with this
22 document. Then you can point out if you see --

23 THE WITNESS: Okay.

24 THE COURT: -- discrepancies or some issue, as

1 opposed to making argument. He'll make that for you at the
2 end.

3 THE WITNESS: Okay.

4 BY MR. PAGE:

5 Q This document here, what issues do you have with it
6 specifically?

7 A Again this is supposed to be representative of PCCG,
8 Inc. profit and loss for a six-month period between January
9 through June 2020. And right off the bat you can see several
10 months, such as January, April, May, June with zero values.
11 So he's trying to say I made no money into that account during
12 those months and no expenses as well. So it looks, again,
13 incomplete, inaccurate accounting.

14 Q Let's turn to Exhibit 40. It's Bates labeled 7280.
15 The print is terribly small. Are you able to read it?

16 A Well, at the top I see PCCG, Inc. And I see a
17 ledger with the last four numbers of 7578, which again does
18 not relate to any of the working checking accounts for any --
19 either one of my businesses. However, it's disturbing to see
20 further down where you see checking Wells Fargo 1401, further
21 down on that document, which is absolutely representative of
22 an account of Action Rad Solutions ending in 1401.

23 So which is this? Is this PCCG, Inc. or is this
24 Action Rad Solutions, Inc. or did you mix them both together?

1 I have no idea. But I do see --

2 THE COURT: Wait.

3 THE WITNESS: -- that as an inaccuracy. And if you
4 go on further, then you see additional -- my Christie's
5 checking on document 7281, Bates number 7281, and then I'm not
6 sure what I'm reading here, you know, with the -- my personal
7 checking being brought up. A total of Christie's checking and
8 savings, like what are -- what is -- how does that relate to
9 PCCG, Inc.?

10 You know, and then Action Rad Solutions there's
11 deposits here that are representative -- that were Action Rad
12 Solutions deposits. So again there's just (indiscernible) --

13 THE COURT: Christie, question.

14 MR. MAYO: Yeah.

15 THE COURT: Question.

16 THE WITNESS: Yeah?

17 THE COURT: So 1401 is Action Rad. Is 35 -- is it
18 35 -- or 9517, is that also Action Rad?

19 THE WITNESS: No. I think 9517 is the savings
20 account of Action Rad. I believe the savings account is 9517
21 of Action Rad.

22 THE COURT: Got it.

23 THE WITNESS: So again he's got two other accounts
24 listed under PCCG, Inc., which this is a nonexisting company

1 to begin with. And I don't -- I believe he's representing
2 both Medical Systems Group and Action Rad in this document.
3 That's what it appears. But, again, while looking further,
4 you know, I'm -- I'm trying to give credit where credit could
5 be due as what would be accurate. And I really am. Because
6 if any of this is usable, I'd love a copy. But this is just
7 not. I can't rely or trust any of this information.

8 THE COURT: Okay. Next document.

9 BY MR. PAGE:

10 Q Okay. Turn to Exhibit 41. Could you identify this
11 document, please?

12 A Now, this one says Action Rad Solutions, account
13 ending 1401. And this appears to be for -- I'm assuming
14 January 1st, 2020 until the end of June or July 2020, and this
15 includes both my checking as well as my savings with a tally
16 of those items of income and expenses. And then it goes down
17 to Medical Systems Group is mentioned here. Okay. Those are
18 transfers to PCCG. Okay. And then -- let's see here.

19 So at the bottom of this he's showing total
20 distributions, total income or total -- I'm trying to read
21 that. Total -- total related entities as being negative
22 \$16,975 as I -- I'm assuming a total balance -- yeah, that's
23 the end balance for that account. So he's saying I made
24 negative \$16,975 for a six-month period for Action Rad

1 Solutions, account ending in 1401?

2 Again, you know, we can go with his number. It's a
3 lot less than mine. I reported initially earning money. So
4 he's reporting that I have a negative balance -- or a negative
5 balance on this.

6 And then further down, let's see here. Multiple
7 deposits -- I don't have any clue as to who these deposits are
8 from because I don't have any information on these deposits
9 under the business income. And is that for PCCG? Is that for
10 Action Rad? There's no listing as to which account it was
11 deposited into or, you know, which account it represents at
12 the beginning of the columns or the headers on Bates number
13 7289.

14 And then again, even so, if you look at the balance
15 sheet he's reporting that the end balance is negative \$29,113.
16 So if he's trying to say I'm making a whole lot of extra money
17 that I'm reporting he's doing a very poor job depicting it in
18 a report, and it's only showing actually the opposite, that
19 I'm making less than I'm reporting. So that's what I see here
20 as an inaccuracy just overall.

21 THE COURT: Okay.

22 THE WITNESS: I mean, it just doesn't make sense.

23 THE COURT: Got it.

24 BY MR. PAGE:

1 Q Let's go to the next one, Exhibit 42. Could you
2 identify this document, please?

3 A Christie's personal checking ledger ending in 7685,
4 which is the last four digits of my personal account. And it
5 also lists some other business savings numbers and other
6 accounts on the left-hand side, such as Wells Fargo 1401. I
7 don't know if those are just -- if they're representative of
8 this document. If so, then that's odd to have those listed on
9 a personal checking on the left. And that's Bates number
10 7295.

11 Let's see here. Action -- Action Rad -- so it would
12 appear that I'm seeing deposit, Action Rad Solutions, but I'm
13 not sure if that means it's coming or going, to or from. It
14 doesn't really say. I'm assuming this is a deposit from
15 Action Rad as a transfer right here, but he's -- if this is a
16 transfer, he's not listing it as a transfer. He's listing it
17 as a deposit. So again that would inflate my income, if it
18 were being handled that way, accounting-wise, which is I think
19 where the problem exists, honestly.

20 And then there is a transfer. See, some are labeled
21 transfers, some are labeled deposits. So right there is an
22 inconsistency. If you look on the next page, Bates number
23 7296, on a date of -- I can't even read that. I think it's
24 3/11/2020, transfer from Action Rad. Here it says transfer.

1 But on the previous page it says deposit. So which is it, you
2 know? I have no clue because it's not classified or
3 documented appropriately.

4 Again the balance (indiscernible). Deposit, ground
5 cleaning expenses. So it's showing as a total -- and this is
6 supposed to be for a six-month period. The end result is
7 supposed to be negative 206.91 I think (indiscernible) on
8 Bates number 7297. There seems to be an end total tally or a
9 break. I'm not sure. Because it just adds up and it says
10 there -- but I'm not sure what that represents, that break, of
11 the total. There's a total on that page, 7297, but I have no
12 clue what that represents other than the transactions above
13 it.

14 And then going on to the next page, 7298,
15 continuation of this report, I don't even know what this is.
16 But it just seems to be a whole bunch of categories and a
17 column, and either way if you look at what it says at the top
18 for -- Wells Fargo 9517 is referenced here. That's a savings
19 account for Action Rad.

20 So if this is supposed to be personal, then he must
21 have mixed some business stuff into here. But there's nothing
22 there listed for that, so. But it still only says I made
23 \$280.03 for six months in my personal checking, which is
24 obviously incorrect. That is much lower than I represented

1 and then calculated.

2 And again, further down it's negative thirty-one
3 thousand -- thirty -- thirty-one or thirty-seven. Again it's
4 very small print, difficult to read, but on Bates number 7299.
5 If we go here again on a break, you see on the first break of
6 tallies at the bottom, below, where it says Medical Systems
7 Group 7578, I'm not sure which account that represents because
8 that's not my Medical Systems Group's ending four numbers.

9 So when I look further across, it shows a negative
10 of \$37,0004. Like what does that represent? I don't
11 understand. I would like to understand but --

12 THE COURT: Got it.

13 THE WITNESS: -- I do not have time.

14 THE COURT: No, I understand. I got it.

15 THE WITNESS: Yes.

16 THE COURT: You pointed out --

17 THE WITNESS: I'm trying to (indiscernible) --

18 THE COURT: You pointed out your concerns.

19 THE WITNESS: -- (indiscernible) if you can
20 understand better than me, please let me know. 7300, Bates
21 number 7300, even further -- and again I'm seeing JD
22 Investments listed here. So there was a deposit reimbursement
23 for Airbnb listed here. There's categories for JD Investments
24 and gambling and gaming in David's stuff.

1 Interesting report if that's supposed to be,
2 quote/unquote, my personal checking, then what is David's
3 stuff doing in this 7300 Bates number? You can see the
4 categories on the left. Like there's a \$50,000 total payment
5 capital. What is that? What does that represent? Payment
6 capital to what? Where? What's that number value represent?
7 Where is that substantiated?

8 Do you see that number right in the middle of the
9 page, that 7300? That's a lot of money there. Where does
10 that come from? What does that represent? Please tell me.
11 Because if I have \$50,000 or put \$50,000 somewhere I would
12 absolutely know. I mean, that's a big number. You can't
13 ignore it.

14 So again, that's a huge inaccuracy and a huge, you
15 know, warning sign that these books are not complete or
16 accurate and there's problems all over the place. And the
17 readability and understandability of these statements is,
18 without being rude, garbage.

19 And 7301, again, what am I looking at here? There's
20 no information about dates, what (indiscernible) --

21 THE COURT: Got it. Got it.

22 THE WITNESS: I mean, (indiscernible) --

23 THE COURT: I mean, I would need two weeks for you
24 to go through every single opportunity. I'd probably need two

1 months.

2 THE WITNESS: Hopefully you've seen enough.

3 THE COURT: Yeah, I have.

4 BY MR. PAGE:

5 Q Now, there's (indiscernible) those, so I believe
6 that was -- that was Exhibit 42. The next one I think we're
7 going to look at is Exhibit 43. Exhibit 43 is apparently a
8 return from a subpoena duces tecum from Golden Entertainment
9 starting off with Bates label 6551. I'm going to have you
10 turn within this to a page that is 6561. Do you have any idea
11 what this means? It says customer history for date range, and
12 it lists your prior married name (indiscernible).

13 A So this is a report from -- let me see what company
14 this is.

15 Q Golden.

16 A Yeah, but I don't know which -- which casino --

17 THE COURT: What's the Bates number you're looking
18 at?

19 THE WITNESS: 6661 -- or, no, sorry -- 6561. Let me
20 figure out which place this is from.

21 THE COURT: I don't see that Bates number.

22 MR. PAGE: Let me see if I may have removed the
23 pages --

24 MR. MAYO: So, Your Honor -- Your Honor, we have it

1 as 16 -- sorry. We have it as 43A and 43B. I think she's on
2 the 43B one.

3 MR. PAGE: Okay. I didn't segregate out the 43As
4 and the Bs. When I was printing these out it really didn't
5 make sense. But let me go to 43A and see what we can find
6 here.

7 THE WITNESS: I'm trying to figure out who Golden
8 Entertainment is. But looking at what I'm looking at I
9 believe is a gambling statement of 6561, and it says trip
10 dates -- and this is pre domestic partnership, even pre
11 meeting David, of January 31st 2014 to --

12 THE COURT: I can read the document.

13 THE WITNESS: -- May --

14 THE COURT: I don't know -- what are you going to
15 have her testify to?

16 MR. PAGE: She understands what their claiming --

17 THE WITNESS: Well, actually this is a good
18 understanding here. I think this is very good information.
19 Because if you look here, it says for a three year period. If
20 I did have a huge gambling problem, apparently I regained
21 \$13,000 of promotional points and \$300 in comps but only put
22 in approximately -- lost \$708. So if you do the math here, it
23 will show you that my advantage gambling did really well for
24 me with whichever casino this was for for that period of time

1 regarding losses versus promotional credits and monies --

2 THE COURT: Got it.

3 THE WITNESS: -- and comps (indiscernible).

4 THE COURT: Got it. I can -- got it. I think the
5 document speaks for itself.

6 THE WITNESS: Yes.

7 BY MR. PAGE:

8 Q It looks like that's the Stratosphere or is it
9 (indiscernible) --

10 A Okay. So that would probably be the Stratosphere
11 that we did promotions at. And as you can see, we made pretty
12 -- pretty well out on that one.

13 Q Then look at 43.

14 A And again, that was what I did even -- this is I
15 think prior to even meeting David. Because I used to do free
16 gambling trips and take advantage of the casinos, but not -- I
17 didn't do it professionally. I didn't know what I was doing.
18 I was just like, oh, free trip. Okay. Let's take advantage
19 of this. So that was my level of advantage playing prior to
20 meeting David.

21 And I met him on (indiscernible) --

22 MR. MAYO: Your Honor, there's no pending question.
23 This is just like a diatribe.

24 THE COURT: Agreed. Christie, hold it. Keep it --

1 THE WITNESS: Okay.

2 THE COURT: Yeah. No question was pending, so.

3 THE WITNESS: Okay.

4 BY MR. PAGE:

5 Q Let's go ahead and turn to Exhibit 44, and this
6 one's going to be the Cosmopolitan.

7 A Yes. That should be really clear.

8 Q That one I think I used -- I pulled out, so.

9 A Okay.

10 Q If we have to we'll go to the other documents that's
11 (indiscernible).

12 A (Indiscernible). Well, I think it's pretty clear to
13 see. It's saying --

14 Q There's no question pending.

15 A -- if you want to do that one.

16 Q No. Let's find the Cosmopolitan.

17 A Okay. You didn't want to bring it up digitally?

18 Q I think we'll have to, because I'm not quite sure
19 where it is and we're pressed for time.

20 A Okay.

21 Q I know we went through it. I just -- I can't find
22 it at the moment. But the Cosmopolitan here -- I'm going to
23 go to where they're talking basically about what you put in,
24 what you didn't put in.

1 A Right.

2 Q We have a (indiscernible-audio break). Okay. Can
3 you read that?

4 A Yeah. Hold on. I'm going to zoom in a little bit
5 more and then fix it. Hold on. So I can actually read it.

6 Q Yeah, it wants to grab on and not let go.

7 (Indiscernible) use a mouse.

8 A Yeah, I'll use the mouse. I'll do that. Yeah. I
9 got it. So this is 2016 to 2019 of --

10 Q When we take a look at this here, when we see
11 something where it says like in 2016 cashed in \$10,580, what
12 does that mean?

13 A That would be the actual date where we probably
14 began the promotion and started doing a promotion
15 (indiscernible) like when we would -- an event, collecting the
16 10,000 points, for example, like we talked about in order to
17 get the free play. With the Cosmo we did quite a few people
18 that we bankrolled for that promotion.

19 So it shows like \$59,193 of money I guess that
20 passed through the machine, and there's a winning of \$6,400 it
21 looks like for that date and time frame. So it means we
22 actually won six thousand and some-odd dollars over a three
23 year time frame on my particular (indiscernible) account.

24 So that just gives you an example of one of the

1 promotions that we did, like I explained to you the Cosmo one
2 that we did. And we did that with several different people
3 that can testify, if needed, if you want, so.

4 Q So when you'd do these promotions, how did you --
5 how did you find out about a promotion?

6 A So David had other professional advantage gambler
7 buddies, such as John Morrell, and there was another gentleman
8 Dan, and when they found a weak point of a promotion or a
9 marketing that sounded like it was good, he would look to do
10 that. We would also scour the Internet. For anything that
11 said double jackpot we were willing to fly to the state and
12 the place to do any double jackpot promotions, because those
13 are the best ones to take advantage of casinos where they pay
14 you double whatever you get in a jackpot. And there's a way
15 to do it in advantage play on that.

16 And his dad would regularly search the Internet for
17 those types of promotions, and when we found out about one
18 basically we would work together with Dan or John and other
19 multiple people and we would go into the casino and plan to be
20 there and, again, take advantage of the potential of money
21 that could be made.

22 Q How would you do that? How did the play work so you
23 could get an advantage?

24 A That's where David came in, because David had the

1 technology and the software to do what is called a game
2 simulation of risk to ruin, and he could figure out if it was
3 worth the value or not to expend the initial money or bankroll
4 needed in order to do it.

5 You hear about these guys putting in X number of
6 dollars for to win a car, for example. And they will go in
7 and they will take the odds and play to get the most amount of
8 entries and they figure out their risk to ruin. That's what
9 it's about. You take a risk. And sometimes it works out and
10 you win that car. And that's how advantage gamblers that have
11 the big dollars -- we're not on that bridge of the big
12 players. We're on the more of the low end advantage gambling
13 range because we don't have as big of a bankroll. But there
14 are people that do that, even on that degree. And that --
15 that's how it's done.

16 Q Okay. So if you, for example, if at the
17 Cosmopolitan here at buy in, where do you get the bankroll for
18 doing the buy in?

19 A I'd have to use monies, my own monies to do that. I
20 do take cash withdrawals at times to put in that cash in order
21 to achieve the results of the promotional items that I'm
22 getting.

23 Q How often throughout the marriage did you and David
24 engage in this advantage activity?

1 A Weekly. Weekly we would go to multiple casinos to
2 pick up our free play and do our pickups on a regular basis
3 and to different places and oftentimes involved a third party
4 with us.

5 Q Involved third parties, how would you get third
6 parties to play with you?

7 A We offered them in exchange for them giving us the
8 free play, the cash values, we'd let them collect on the free
9 meals, free hotel rooms, free entertainment, things that they
10 would get by upping their level with the casino. That would
11 be their benefit for participating and supplying their time to
12 come out with us to utilize their body basically as a -- what
13 David would call a money mule. That was the -- these were our
14 money mules. I was David's money -- he often referred to me
15 in a way that I was his money mule.

16 Q So everyone understands, what's a money mule?

17 A Well, because David didn't want to be directly
18 connected to the gambling for fear that it might be a problem
19 with his employer at the time, because the employers have
20 varying, you know, reasonable expectations of the people that
21 are working for them and gaming mathematician and odds. And
22 so he would black and say, well, I can't collect W2Gs, but I
23 can send you in and you could be my money mule and you could
24 play the promotions. And that way it doesn't reflect badly on

1 him.

2 Q So as we look at this here on the (indiscernible)
3 we're looking at the document that's Bates labeled 3189. Is
4 this record here where it says redeem date covers points, comp
5 rewards, et cetera, I mean, are they of any import to you?

6 A Yeah, because it basically shows me coming in and
7 you can see the player is -- which is being me, is actually
8 redeeming points or the promotional items when I'm coming in
9 and what I put in and what I took out. So it's showing that
10 I'm utilizing those player points and that I'm coming in to do
11 that on a regular basis throughout the marriage.

12 Q This is going back from 2019 through -- says here
13 2016?

14 A That's what it looks like, yes. Now here is where I
15 had played. So as you can see here, this is where it -- my
16 own cash values or monies might have been used because it says
17 slot. I believe that means my cash values, but I'm not sure.

18 Q Well, we're looking at Bates label (indiscernible)
19 7319 --

20 A Correct. So where the other ones were player points
21 redeemed, this I believe represents a slot activity.

22 Q Whose idea was it to do advantage gambling the way
23 you guys did it?

24 A It was David's.

1 Q How did he open the subject with you? What was the
2 discussion?

3 A When I first met him he told me, well, you're not
4 advantage gambling properly. You're not doing it right.
5 Because I was like, oh, I got a free trip, I got this. He's
6 like, no, no, no. You don't understand the right way to do
7 this.

8 So he actually had me training on a poker app, a
9 video poker app, until I could get a 99 percent as a player in
10 order to be able to get the maximum cash out value of free
11 play so that we would play on the poker machine in order to
12 cash out the most amount. And he trained me on basically the
13 understanding of advantage gambling.

14 He taught me how to count cards for God's sake. He
15 taught me a lot about gambling, and it's actually helped me
16 make a little bit of money here and there, so I'm actually
17 grateful. It's helped me pay my legal bills.

18 Q How long after you guys met each other did
19 (indiscernible)?

20 A It was on the first date he brought up advantage
21 gambling and claimed that he was a World Series of
22 (indiscernible) but he was telling me about his gold bracelet
23 and all this, trying to impress me.

24 Q When we take a look here, this is Exhibit 44B, where

1 it says Christie LeeAnn Henshel (phonetic), it has -- the
2 Bates label number is 6406, is this particular document of any
3 import that has transaction code, cash threshold, cash in,
4 cash out?

5 A Is this for Cosmo?

6 Q Yes.

7 A Okay. So this basically says that -- according to
8 this that cash in was \$11,595 for more than a year and a half
9 time. So that would mean that it would be, you know, more
10 than likely less than 500 or less a month of cash that was put
11 into the actual casino. So I think it shows -- and then I
12 cashed out 1500, so it'd be even less than that. So we're
13 looking at less than approximately \$10,000 over a year-and-
14 two-month period. So what does that equate to, about seven
15 fifty a month of cash in?

16 Q . Next one, this is Desert Palace, which is going to
17 be Caesars. So we have here -- and this is document Bates
18 labeled 3317. It's for Caesars Entertainment. This has
19 different places listed, Bally's, Flamingo, Harrah's both in
20 Las Vegas and Tahoe, Paris, Planet Hollywood and the Rio.
21 What does the gaming history statement 4/20/16 mean for you?

22 A Well, it shows pretty clearly that (a) there's not a
23 huge amount of money, either win or loss, for these different
24 casinos. And then if you look at the total amount of loss and

1 the total W2Gs printed out, you can see there was one on
2 various large W2Gs, meaning you get jackpots, you know, which
3 was probably representative of some promotion, et cetera. So,
4 I mean, winning a jackpot there -- like, for example, at the
5 Paris for \$3,864, we put in 1475, but we walked with \$3,864.
6 So it actually shows that, you know, we made a profit there.

7 Then if you look at the Bally's at the top you'll
8 see a loss of approximately \$300, and then a, you know, \$1,768
9 W2G win. So and then you go down, you know -- some of the
10 other ones -- you know, sometimes you play a promotion and you
11 do lose. It's part of the gamble. Sometimes your risk to
12 ruin you get to a certain point then you have to stop playing,
13 even if you don't meet the promotional item because you don't
14 want to spend, you know, as much money as that risk to ruin
15 level and you don't want to put in anymore cash.

16 So there were some cases you go and you put in the
17 cash, you reach a certain promotional item or thing and then
18 you, you know, stop because it's not worth anymore money to
19 put into it to potentially lose. So it's going to be more of
20 a loss than it will be a win. There were occasions that
21 happened with that as well. But as you can see, there were
22 plenty other pages that show the profitability as well.

23 Q Can we take a look at --

24 THE COURT: Okay. Mr. Page, I think I got enough on

1 this issue, don't you? I think I understand.

2 MR. PAGE: That's your call. (Indiscernible) pass
3 information --

4 THE COURT: Pardon me?

5 MR. PAGE: -- (indiscernible). We're trying to pass
6 information on to you. If you think you have a lot --

7 THE COURT: Yeah, I understand. I understand. And
8 the documents speak for themselves, and she's explained, you
9 know, the promotions and the advantage gambling concept. And
10 then I can just -- the documents speak for themselves. They
11 say what they say, you know. What happened, happened. Really
12 nothing you can do to change that, so. Some of these are
13 admitted and some of them aren't. I only have admitted 44,
14 46A, B, 48. But I don't think Mr. Mayo even moved to admit
15 all of the gambling records.

16 MR. MAYO: I believe I did. Do you not have --

17 THE COURT: My records -- our records show that you
18 did not. I can -- I'll probably end up watching the first day
19 again, sure. But if you want to -- do you have your notes? I
20 mean, our -- my clerk's records show 44, 46A, B, 48. Doesn't
21 mean we didn't miss something, so.

22 MR. MAYO: Yeah, because my -- we had gone through
23 specific ones, and then my recollection was that we had -- the
24 Court -- you had then said, look, they speak for themselves so

1 we can move them into the record and then I can look at them,
2 and we had said, okay, that's fine.

3 THE COURT: All right.

4 MR. MAYO: (indiscernible) --

5 THE COURT: Well, why don't I ask Mr. Page if he --
6 if he objects to just admitting them. I mean, again, some of
7 them don't have a whole lot of information, some show they
8 won, some show they lost, you know. Like I said, it is what
9 it is. But they're 43 to it looks like 49 -- I'm sorry, 50.
10 43 to 50. Do you object to those being admitted, Mr. Page?
11 In case they weren't before that?

12 MR. PAGE: No.

13 THE COURT: Okay. So we'll just make sure they're
14 admitted.

15 (Plaintiff's Exhibits 43 through 50 admitted)

16 THE COURT: But I think I have enough on that. I
17 understand. And the history and the parties and what have you
18 and what they've done. So hopefully that helps Mr. Page get
19 through some of this.

20 MR. PAGE: It is. I'll move on. I'll take the
21 Court's prompting to move along. I do want to ask some
22 overall questions for Ms. Stucke.

23 BY MR. PAGE:

24 Q And that is throughout all of this time, from before

1 the date of the domestic partnership through the separation,
2 what awareness did David have of you engaging in advantage
3 gambling?

4 A He had full awareness because he required me to
5 report even when I went to do it for entertainment purposes,
6 and he would get very upset with me if it was for any other
7 purpose other than advantage gambling. If my grandmother was,
8 for example, in town and we went to penny slots, he would
9 throw an absolute fit.

10 That's not the way to make money. I don't approve
11 of that. You're wasting our money. And he would throw an
12 absolute nightmare fit, and that was one of the things brought
13 up in therapy. But I'm like, you know, you want me to go
14 gamble thousands for advantage gambling. You're going to give
15 me a hard time (indiscernible).

16 Plus like there was so much control factor that he
17 wanted over how and when and where that it was becoming an
18 issue in our (indiscernible).

19 Q What records did David keep of the advantage
20 gambling that he did track, what was good, what was not good?

21 A He did do some tracking, like when we were doing the
22 Jackpot Joanies promotion, he did enter it into the phone
23 because he wanted to see whether (indiscernible) his boast
24 percentage. He wanted to really see whether we were actually

1 making decent money. And we -- he put in the numbers just to
2 see what the result was. So he used an application for that
3 on his phone. And we used multiple people for that promotion
4 so he wanted to see, and it was worth about \$20 an hour.
5 Which it didn't make sense once we had the kids to pay a
6 babysitter and then go out and do it, so we stopped doing that
7 promotion because we weren't making enough to cover -- to make
8 it worthwhile. So but those were the type of calculations
9 that he would use some apps to do that calculation for.

10 Q So if there were promotions at local bars, would you
11 and David engage in those bars?

12 A Absolutely. If they ever did a four of a kind
13 promotion, which they hold all the time, where they put the
14 cards up on the top and as soon as you hit it, the four of
15 diamonds, for example, for four of a kind it would be an extra
16 hundred dollars sometimes. Those ones are gold. We'll go
17 away with six or seven people and we'll sit down and we'll
18 ring up and collect all those extra hundred dollars because
19 it's guaran -- the average time that a four of a kind hits is
20 about 30 minutes. Every 30 minutes you're going to hit a four
21 of a kind. So when you do the math and you have six or seven
22 people playing the odds to go after a four of a kind, and
23 there are 52 cards to go after and that's representing \$5200,
24 you have six or seven people hitting four of a kinds every

1 half an hour, you can understand the value that existed in you
2 doing those types of promotions as well.

3 Q What are the names of some of (indiscernible)
4 engaged in some of those promotions?

5 A PT's was one of them. There was another one. I
6 think it was Charlie's. There was one that we went to by a
7 club that we used to go to that had it. But any bar that
8 would do that we would absolutely go to. Like Dan used to go
9 to all the bars. He would keep track of those promotions.
10 We'd look online and keep a lookout for when they had those
11 type of promotions. We'd go to whatever bar was holding that
12 type of promotion.

13 Q What type of promotions would they hold at like the
14 Silverton?

15 A The Silverton was a little bit different. Theirs --
16 because their points turn into money, they're -- the
17 promotions that made sense to do at the Silverton were ones
18 where you would get 10 times points. Those days at 10 or 20
19 times points -- because their points you could turn into cash
20 free play and it had cash value. So then we would just go in
21 and play the crap out of it on (indiscernible) that had the 10
22 or 20 times, ring up the points on a high percentage payout
23 machine, and then we'd come back and play the free play and
24 collect the free play of that money and recoup that cash value

1 from that.

2 Because he would look at the machines that had the
3 right percentage where let's say if it's an 87 or 90 percent
4 machine and you're only going to lose approximately 10 percent
5 value -- and if they're giving us 20 times points and that
6 equates to X number and it's above 2 percent or 6 percent,
7 whatever his calculation was, then it made sense to play the
8 point promotions to gain financial value to convert the points
9 into a free play.

10 Q What were the types of promotions at Tropicana?

11 A The Tropicana would oftentimes do a payment of
12 percentage on jackpot. So if you hit a jackpot, we'll pay you
13 20 percent. One of the promotions that we did there, it made
14 me -- it's probably the one that made me most sick to my
15 stomach because it was the greatest risk. Because we were
16 playing every single number on the roulette digital table at
17 \$32.50, which was approximately like a \$13,000 bet every time
18 I hit the button. And it made me sick to my stomach, but
19 David's like, no, play it. It's going to win and it's going
20 to make us money.

21 So I sat there and I kept hitting the button and
22 winning jackpot after jackpot, to the point they stopped
23 bringing me jackpot slips and just started an accrual basis of
24 the jackpots until they realized that we were winning tons and

1 tons of money because they were paying us an extra 20 percent
2 on top of the jackpot. And then they shut down the machine
3 because they figured out that we were doing something to make
4 money. Which we were. But it worked.

5 We made, I don't know, I think it was \$12,000,
6 \$13,000 off of the Tropicana, that number. Because if we lost
7 some because he thought it would be good also to play the
8 craps digital and he thought we could do that and do that, but
9 it turned out we ended up losing money off the top of our
10 winnings, and we lost money when we tried to do that
11 particular calculation that he did, so.

12 Q When you're at the casino and you're doing this,
13 where is David at?

14 A He's usually right there with me or he's watching
15 the kids. So at that time at the Tropicana, we had rent -- we
16 had gotten a free room because it was part of the promotion,
17 and he was upstairs in the hotel room with the children at the
18 time allowing me to do this for him. So, you know, he would
19 -- he would come down and, you know, with the kids with the
20 stroller and stroll by me, because you can't stop at the
21 machine with the kids, and he would say how's it going? You
22 know. And that -- and so he was actively involved.

23 Q One of the things that we haven't done and we should
24 do is we haven't looked at the Quit Claim Deeds for your

1 properties. So I'd like you to turn to Exhibit A of
2 Defendant's exhibits.

3 MR. PAGE: Are you there?

4 MR. MAYO: Yes.

5 MR. PAGE: Okay.

6 BY MR. PAGE:

7 Q Could you identify this document? Is this the
8 Grant, Bargain and Sale Deed for West Maule?

9 A (No audible response.)

10 Q Are you there?

11 A Yes.

12 Q Okay. And you see where that was conveyed to David
13 as a single man?

14 A Yes.

15 Q Okay. At that time, on July 28th, 2015, was David a
16 single man or was he domestically partnered to you?

17 A He was domestically partnered to me.

18 MR. PAGE: I could try and just kind of cut this
19 short real quick. I'd like to move for the admission of
20 Exhibits A through E if there's no objection from Counsel.

21 THE COURT: Okay. A would be the Grant, Bargain and
22 Sale Deed between Mr. -- it looks like Apache (phonetic) for
23 -- to Mr. Stucke. You don't have any objection to that one,
24 A?

1 MR. MAYO: No, Your Honor.

2 THE COURT: Okay. How about B? That's for --
3 that's the one between David Stucke and Mr. Morrell. That's
4 the Birkland property?

5 MR. MAYO: No.

6 THE COURT: You okay with that one?

7 MR. MAYO: Yes.

8 THE COURT: Okay. That will be admitted.

9 And then I'm just going to go next, Number C is a
10 Quit Claim Deed.

11 MR. MAYO: No. That's to JD Investments. No, no
12 problem with that.

13 THE COURT: So you'll agree to admit?

14 MR. MAYO: Yes.

15 THE COURT: And then D is -- it looks like a
16 printout for the entity --

17 MR. PAGE: (Indiscernible) JD Investments.

18 THE COURT: JD Investments. Do you have any issue
19 with that? I don't think that we can all pull up on the --

20 MR. MAYO: No.

21 THE COURT: -- Secretary of State. Okay. So that
22 will be admitted.

23 And then E is the last -- the last deed. It looks
24 like on Maule, right?

1 MR. PAGE: That's for Grand View.

2 THE COURT: Oh, wait. Hold on one second. Oh,
3 right. David Stucke, a married man. Okay. Just living on
4 Maule. All right. Very good. Any objection to that one?

5 MR. MAYO: No, Your Honor.

6 THE COURT: Okay. So A through E will be admitted.

7 (Defendant's Exhibits A through E admitted)

8 MR. PAGE: Thank you.

9 THE COURT: Okay. Mr. Page.

10 BY MR. PAGE:

11 Q (Indiscernible) on Exhibit 143. Do you recall
12 Exhibit 143? That has to do with a packet of materials that
13 was sent out.

14 A Yes.

15 Q And then also that's part and parcel of a series of
16 docs that were received regarding a subpoena for PayPal?

17 A Yes.

18 Q Which is part of Exhibit 135. What was the purpose
19 of sending out a packet that it was called Educate Your Judge?

20 A The purpose is to anonymously send out information
21 to judges with regards to legal information with narcissistic
22 use in the courtroom and the -- how to identify it, how to
23 recognize it, what to do about it. So obviously I'm involved
24 with the chapter organization (indiscernible) article

1 (indiscernible).

2 But at this time we are doing our own
3 (indiscernible) and our own fundraising. So, you know, people
4 within the group are financing to send the packets out to
5 their particular judges. Obviously anonymously so without any
6 information coming directly from me to hopefully -- that, you
7 know, will provide more information that judges can be aware
8 when these types of signs and symptoms and flags come up in
9 cases and to better educate them about such.

10 THE COURT: And just so you all know, I know those
11 packets have come in. I didn't know where they came from.
12 And it's not the only one. I've -- there have been several
13 packets that have been sent in from obviously random anonymous
14 sources. Same packet. So it's somebody who obviously puts
15 them together and --

16 THE WITNESS: A third party company (indiscernible).

17 THE COURT: Right. Right. Just so you know I had
18 no idea where it came from.

19 MR. PAGE: And clients don't understand we've been
20 doing this for decades. So these issues that they're just
21 seeing for the first time, we've seen many, many times over
22 the years.

23 THE COURT: Oh, yeah, for sure. And we understand
24 why they feel like we need to understand their situation. But

1 we've definitely seen it. And I've seen it -- all their
2 situations, Mr. Stucke's, Ms. Stucke's, and every other Mr.
3 and Mrs. that come through the courtroom, you know, as a judge
4 and as a lawyer. So we've seen more factual scenarios and
5 situations than you could even imagine. Couldn't -- you
6 couldn't make them up. Right, Mr. Mayo? Right, Mr. Page?

7 MR. MAYO: Yes.

8 MR. PAGE: I mean, the trouble is you can't make up
9 these stories, but, so.

10 THE COURT: No.

11 MR. MAYO: Doesn't make it right, but I've seen it.

12 THE COURT: No. No. I understand. Everybody's
13 situation is unique. But there -- but there are also very
14 similar circumstances that run through, you know, each and
15 every case, so.

16 MR. PAGE: I'm doing a consult a couple weeks ago
17 and I listened to the person talk and I'm getting her
18 (indiscernible) this is better than TV.

19 THE COURT: Right. Right. Yeah.

20 BY MR. PAGE:

21 Q But back on task, I want to make sure I've touched
22 on everything. Dr. Paglini recommended that you take some
23 classes. Are you in agreement on classes?

24 A I absolutely believe in bettering myself, and if he

1 feels that a class is needed I'll absolutely comply with
2 whatever his recommendation is.

3 Q What's the timeshare that is currently in existence
4 between you and David for the children?

5 A It is already the 2/5/2/5 schedule that -- or
6 2/5/5/2 schedule that Paglini recommended of 50/50.

7 Q How's that schedule been working out? Okay? Not
8 okay?

9 A It's been working well, in exception to like
10 vacation times that I've battled, that it was denied
11 (indiscernible). There are different times that are
12 questionable like children's birthdays that were listed for me
13 to have he's denied me. So I've had some issues with him
14 denying me certain holidays and time periods, but generally
15 speaking it's worked well.

16 Q What schedule would you like to see implemented
17 going forward?

18 A I think the schedule has worked really well for the
19 children. Like I'm okay with keeping the current schedule.

20 Q That's a -- that's a -- that's a good point. How
21 are the children responding to the current timeshare?

22 A They seem to be doing okay, other than the fact that
23 there have been some issues with a teacher in the school that
24 have been regular (indiscernible) regards to him not sending

1 proper lunches or clean clothing or clean supplies. So that's
2 been an occurring issue for school. And I'm having to do
3 double duty in making sure the kids have what they need when
4 there is -- like he sent Slim Jims for their meat, for their
5 protein for a meal for -- or a Lunchable. So there's just
6 issues like that where they're not being bathed. According to
7 the teacher they're coming in smelling and dirty. Those are
8 kind of concerns I have for them being productive at school.

9 Q You haven't seen anything where they're coming in
10 with acute injuries or anything like that?

11 A Uh, yeah. I -- David has had rashes and injuries
12 that are unexplained. He lost his whole front top of his toe
13 because of an injury that David didn't know how it happened.
14 And so he's still growing that toe, you know, back. I know
15 that he's a bruiser. He's two years old. So I get it, rough
16 and tough. But, you know, when you lose a toenail or get that
17 kind of injury you would expect him to tell me about it.

18 Q The warranty on the vehicle, what was the situation
19 on the warranty?

20 A So I knew that the vehicle was having some sort of
21 transmission issue. And when I took it in the gentleman
22 explained to me that if you don't get the warranty before I
23 actually put it up on the rack, it sounds to me like it's
24 going to be a very expensive repair and probably more than the

1 vehicle's worth. It makes sense to reach out to your ex-
2 husband and see if he would allow it to be traded in rather
3 than you buying a \$4,000 warranty.

4 So at that point, after talking to the head of
5 service at the Chrysler dealership, I reached out to David and
6 explained to him the situation. I said, hey, this could solve
7 both of our issues. We could trade it in, get it out of your
8 name, it'll be in my name, and I can avoid spending --
9 expending all of this extra money both on the warranty and the
10 repairs that were outside of the warranty, which were another
11 \$3,000. So in total about \$7,000 expenditure for a vehicle
12 that was only worth about six grand at the time.

13 And he refused to assist me or help me, so I had no
14 other choice than to get the warranty that was offered to me
15 in order to do the repairs and have a working, functional
16 vehicle for me and the children. So I went ahead and I
17 purchased the warranty. And I did do a payment plan with it.
18 I also had another \$3,000 of repairs needed for the vehicle
19 outside of the warranty, and then a copayment that I had to
20 pay in addition to the initial down payment for the warranty,
21 which the down payment was approximately four-hundred-and-
22 some-odd dollars. And the copayment I believe was another
23 hundred dollars, and then there were about like five-hundred-
24 some-odd dollars of repairs outside of the warranty and

1 another -- that I paid for at that time, and then another
2 3,000 that they suggested having done, which I have addressed
3 those repairs now. So the vehicle is up to date with
4 (indiscernible).

5 Q (Indiscernible) the West Maule house?

6 A I would like the option to, you know, buy him out
7 and stay there as it's -- at this point, I mean, prior to
8 COVID, I was able to get approved for a \$345,000 loan with an
9 appropriate down payment. And I did provide approval letters
10 to the court. That was submitted on the hearing of the motion
11 to set aside order regarding that loan being approved.

12 And then after COVID, the gentleman let me know,
13 hey, they changed things. They tightened things up.
14 (indiscernible) --

15 MR. MAYO: Objection, Your Honor, hearsay.

16 THE COURT: Well, it depends upon if it's true or
17 false. I don't -- I mean, if she's offering it for the truth
18 of the matter asserted, so. I don't know why she's telling
19 the story.

20 MR. PAGE: Okay. We'll move on.

21 THE WITNESS: Well, I was just trying to state why,
22 but okay.

23 MR. PAGE: That's okay.

24 THE WITNESS: I'll get to it.

1 MR. PAGE: (Indiscernible) --

2 THE COURT: Why what? Trying to state why what?

3 THE WITNESS: Why it matters that I want to stay in
4 the house. I did want to stay (indiscernible).

5 BY MR. PAGE:

6 Q Your occupation is currently -- how do you describe
7 it?

8 A I am a insurance agent at this time and also self-
9 employed with my IT services, both the radiology and other
10 companies.

11 Q You did file a Financial Disclosure Form back on the
12 14th of September. You listed your income on page 3 as what
13 amount?

14 A \$3,994.

15 Q Obviously things changed, obviously you're self-
16 employed. Do you think that number is different as we sit
17 here today?

18 A No. I think it's actually less, just because that's
19 why I -- I picked up the insurance because I needed to make
20 more money. My income has gone down and I'm not going to be
21 able to stay if I didn't make more income. So I then looked
22 towards a career in a job that will make me money more quickly
23 and more efficiently and would be COVID-proof as well.

24 Q Would -- the health and life insurance would be a

1 way for you to at least be able to make more income?

2 A I do -- I do hope and feel -- I mean, this is my
3 first year. I think I will be a good insurance agent, I hope.
4 And they said that most make between 30 to 60 in their first
5 -- I'm hoping to make in that range. And it just grows as you
6 go longer in the future. It compounds from your book of
7 business, building for residuals. But you don't make much in
8 the first year or two.

9 Q How much have you incurred in attorneys' fees?

10 A I think it's probably close to \$60,000.

11 Q Just to summarize, you request that the Fidelity
12 401(k) be divided equally?

13 A Yes.

14 Q Okay. That you be reimbursed for the loan payments
15 that David has made toward the TIAA-CREFs?

16 A Yes.

17 Q Is it your request that the real properties be
18 divided equally?

19 A Yes.

20 Q You request that the bank accounts be divided
21 equally?

22 A Yes.

23 Q And you request that you keep your vehicle and he
24 keep his vehicle?

1 A Yes.

2 Q Are you now pregnant?

3 A No. I had my tubes out. I can't get pregnant.

4 THE COURT: He has to ask that question.

5 MR. PAGE: I've got to ask (indiscernible).

6 THE WITNESS: Oh.

7 THE COURT: I'm sorry. Say that again, Mr. Page.

8 MR. PAGE: I've got to ask that question

9 (indiscernible) they think it's funny.

10 THE COURT: Right. Actually that's a -- a couple

11 times where people say, uh, (indiscernible) yeah.

12 MR. PAGE: I've had a case where, yes, I am pregnant

13 but he's not the dad.

14 THE COURT: Right. That's what I had too. Exactly.

15 And just so you guys understand, that's because the

16 presumption is if it's during the marriage then it's yours.

17 So we have to confirm that it's not if someone is pregnant.

18 That's why we ask the question.

19 MR. PAGE: I don't think I have any -- I think I'll

20 pass the witness.

21 THE COURT: Okay. Mr. Mayo?

22 MR. MAYO: All right.

23 THE COURT: Anything that we haven't heard?

24 CROSS-EXAMINATION

1 BY MR. MAYO:

2 Q You said that you had -- you said you had -- you
3 just referred to your FDF filed on September 14th, 2020.
4 There's no pay stubs or any kind of documentation in support
5 of the income you represent on there, right?

6 A No, I did provide all the supporting documents. I
7 don't see them here with the --

8 Q I'm looking at the one on file, and I don't see any
9 documents other than what's in the actual FDF itself.

10 A Okay. They were filed with the FDF. I gave them
11 with the FDF.

12 Q No, they weren't. I'm looking online. There's
13 nothing filed with the FDF.

14 A Okay. So then I guess they need to be submitted. I
15 did -- I did provide such. I did email them. And I can
16 certainly --

17 Q Now, you said insurance -- you said insurance sales.
18 When did you first start doing this?

19 A I started my certification process during the COVID.
20 So I started getting licensed and certified and taking my
21 classes --

22 Q When did you start the sales, ma'am?

23 A The sales --

24 Q When you first (indiscernible) --

1 A October 15. October 15th is when you -- when
2 Medicare open enrollments, so that's when I started doing the
3 sales for Medicare and insurance (indiscernible) --

4 Q And that's been to the present?

5 MR. PAGE: I'm sorry?

6 BY MR. MAYO:

7 Q And that's been through the present?

8 A No. That ended December 7th, because that's when
9 the enrollment ends. It's just for that time (indiscernible)
10 Medicare (indiscernible).

11 Q All right. And then what else (indiscernible)
12 again?

13 A So there's a Plan B open enrollment (indiscernible)
14 in March, but that's (indiscernible) when we have a plan and
15 (indiscernible) they screwed up on the previous --

16 Q My apologies. I'm getting -- I'm getting a horrible
17 echo. My apologies. Can you try again?

18 MR. PAGE: I'm going to have to lower the volume
19 here.

20 MR. MAYO: There you go. That's fine.

21 THE WITNESS: Okay. So the next open enrollment
22 period, which is January to March, is (indiscernible) plan,
23 meaning that you're already on a plan but because of an error
24 or a problem you need to make a change. So that is January to

1 March, but it's not the actual big open enrollment. It's just
2 for plan changes basically.

3 BY MR. MAYO:

4 Q Okay. So for --

5 THE COURT: If you've watched any television in the
6 last few months, Mr. Mayo, you'll have seen like 4,000
7 Medicare enrollment commercials. She's laughing.

8 MR. MAYO: No, I -- no, I didn't.

9 THE COURT: Yeah. Okay. Go ahead.

10 MR. MAYO: I'm sorry. I want to get through this.
11 I know we have to finish up here by five.

12 THE COURT: Go ahead. Go ahead.

13 BY MR. MAYO:

14 Q All right. So and for that you said you are
15 expecting to receive payment in January between 10,000 and
16 15,000; that's your best estimate?

17 A I'm hoping that all my apps stick, but there are
18 disenrollments and disqualifications and things that can
19 happen. If all my apps stick, I'm hoping that I have --

20 Q So that's why you said -- that's why you said
21 between 10 and 15, right?

22 A I gave a range. I don't know how many are --

23 Q Yeah.

24 A This is my first year. I have no experience. I'm

1 hoping (indiscernible) --

2 THE COURT: But she said they were 278 apiece. She
3 said they're \$278 apiece, and there were about 300 of them.
4 Right, Christie?

5 THE WITNESS: No, I only have about 40 to 50 of
6 them.

7 THE COURT: Oh, I'm sorry, 400 -- I'm sorry, 300 was
8 the number. Sorry. Forty.

9 THE WITNESS: Yeah.

10 THE COURT: Forty to 50, 278.

11 THE WITNESS: But I rounded up to 300 because
12 sometimes we get little bonuses for doing little assessments
13 from the carriers. Like Aetna will pay us an extra 20 or \$50
14 to do a healthcare assessment risk, and I get a little bit
15 extra sometimes on top of the 278, so it may have a little bit
16 more. That's why I rounded out to around 300 because
17 that's (indiscernible) --

18 THE COURT: Three hundred. That was right. That
19 was a rounding number. I'm sorry, I misspoke.

20 THE WITNESS: (indiscernible) --

21 THE COURT: So 40 to 50 at 278 to 300. Those were
22 her numbers for that period.

23 THE WITNESS: Correct.

24 BY MR. MAYO:

1 Q And you said for the business you were bringing in
2 average about 7,000 per month for Action Rad?

3 A Generally speaking, I have about three or four
4 customers left. I think that's accurate what I put on the
5 information, but yes. I have about three or four customers
6 still left on Action Rad. But I will state I'm about to lose
7 much more, if that matters. I'm about to lose one my favorite
8 clients (indiscernible) --

9 Q There's -- ma'am, there's no pending question.

10 Let's look at Exhibit 22.

11 (Defendant and Counsel confer)

12 A Okay. I'm looking at the ledgers stating Action Rad
13 Solutions as of December 31st, 2019 is the ledger, Bates
14 number 5670.

15 Q Okay. Now you see at the top left it has -- it says
16 checking Wells Fargo ending in 1401?

17 A Correct.

18 Q Okay. And you see the dates and the name, memo, and
19 debit or credits following?

20 A Yes. Yes.

21 Q Okay. And for the 1401 on this Action Rad ledger
22 for this account, would it surprise you that there's 103
23 overdraft transactions on this -- this account for this -- for
24 2019?

1 A How many?

2 Q Hundred and three.

3 A Yeah, that's a lot, but I -- I (indiscernible) --

4 Q Okay. Would it surprise you that there's 684 ATM
5 transactions from this account in 2019?

6 A Yeah, that seems excessive. That doesn't seem
7 accurate.

8 Q Okay.

9 A That would be 60 transactions around about per
10 month. That's not accurate.

11 Q Well, there's 364 days -- 364 -- 365 days a year,
12 right? That's -- we're talking about 684 ATM transactions for
13 2019.

14 A That would mean -- that would be doing ATM
15 transactions twice a day on an average.

16 Q All right. And if bank statements -- and if bank
17 statements show that you are pulling out ATM withdrawals at
18 casinos multiple times per day, you would say that's -- it
19 could come out that way?

20 A Yes, but we're looking at a ledger (indiscernible)
21 --

22 Q Ma'am, is that yes or no? Ma'am, is that a yes or
23 no?

24 A -- (indiscernible) bank statements so --

1 Q Ma'am --

2 MR. MAYO: Objection, Your Honor. Move to strike.

3 THE COURT: Just answer the question, Christie.

4 Hold on. Hold on. Hold on.

5 I can't hear her, what she's saying anyway.

6 THE WITNESS: I'm trying to say (indiscernible) --

7 THE COURT: Christie, hold on. Just ans -- hold on.

8 Just answer --

9 MR. MAYO: Just answer the question.

10 THE COURT: Just answer his question. Just answer
11 his question.

12 THE WITNESS: Okay.

13 BY MR. MAYO:

14 Q That's a yes, right?

15 THE COURT: I don't know what your question was now,
16 Mr. Mayo.

17 MR. MAYO: Well, I said if he [sic] had -- she had
18 multiple transactions at -- if the bank records show multiple
19 ATM withdrawals at casinos on given days, she could understand
20 how it could come out to 684.

21 THE WITNESS: Where is that represented on this
22 document?

23 BY MR. MAYO:

24 Q Ma'am, it's simple math. I'm asking you if the bank

1 statements show that you have multiple bank --

2 A If it's simple math, I'm just trying to see the same
3 thing that you're trying to tell me (indiscernible).

4 Q I'm not -- I didn't say I'm looking at an individual
5 entry. Please pay attention. I'm asking you if you have --
6 if you have multiple ATM withdrawals on a given day at a
7 casino, you could see where you could come up with 684 ATM
8 withdrawals (indiscernible) --

9 A No. I cannot --

10 Q Is that yes or no? Yes or no?

11 THE COURT: Hold on. Hold on. Hold on. Mr. Page
12 is objecting. What's your objection?

13 MR. PAGE: Objection as to foundation.

14 THE COURT: Yeah. It's kind of -- takes a leap.
15 684 transact -- 684 transactions because of multiple in one
16 day?

17 MR. MAYO: No. I said --

18 THE COURT: Yeah.

19 MR. MAYO: -- that she had 684 transactions from
20 this bank account, 1401.

21 THE COURT: Right.

22 MR. MAYO: Right. ATM --

23 THE COURT: But there's -- but it's a leap in other
24 words because there are multiple -- could you help -- could

1 you rephrase that --

2 MR. MAYO: Sure.

3 THE COURT: -- as over a period of time or lay some
4 foundation for what you're (indiscernible) talking about?

5 MR. MAYO: Yeah. I said over a year, over a year
6 from --

7 THE COURT: Okay. That's the difference.

8 MR. MAYO: No, I -- yeah, I said that initially.
9 Over a year --

10 THE COURT: Okay. Well, I'm sorry, but I made you
11 repeat it and it wasn't clear. Sorry.

12 MR. MAYO: No, it's okay. So over a year from Wells
13 Fargo 1401, I asked her if she was surprised there's 684 ATM
14 withdrawals. She said she was surprised and it didn't make
15 sense. She said that would be 60 a day.

16 THE COURT: Right.

17 MR. MAYO: And I said (indiscernible) --

18 THE WITNESS: Can I ask you a question?

19 MR. MAYO: No, you can't, ma'am. Listen to the --
20 listen to the question.

21 THE COURT: You can't, Christie. Just go ahead and
22 answer.

23 THE WITNESS: Where is he getting that number from?
24 That's a reasonable question.

1 MR. PAGE: That's my objection, foundation.

2 MR. MAYO: It's in the bank ledger.

3 THE COURT: Which page?

4 MR. MAYO: It's not my fault, Your Honor, they
5 didn't look --

6 THE COURT: Which bank?

7 MR. MAYO: It's in the document. I'm looking at
8 this Exhibit 22.

9 THE COURT: Okay. In Exhibit 22.

10 MR. MAYO: Correct.

11 THE COURT: Go ahead and answer the question.

12 THE WITNESS: 22 --

13 THE COURT: Would it surprise you if there is 684 --
14 do you -- do you think that it's possible that there could be
15 684 transactions in a year if there are multiple withdrawals
16 on any given day when you're in a casino? That's basically
17 what he's asking.

18 MR. MAYO: Correct. That's exactly right, yes, sir
19 -- yes, Your Honor.

20 THE WITNESS: Is it possible? Yes. Is it likely?
21 No.

22 THE COURT: Okay. Well, he's just saying is it
23 possible.

24 MR. MAYO: Okay.

1 THE WITNESS: Yeah, Okay.

2 THE COURT: Okay.

3 MR. MAYO: All right. Move on.

4 BY MR. MAYO:

5 Q Now, if you could also -- let's pull up Exhibit 29.

6 (Defendant and Counsel confer)

7 A Okay. I'm there. I'm at 5779 Bates number.

8 Q Okay. Can you turn to Bates 5973?

9 A (No audible response.)

10 Q Are you there or no?

11 A No. I'm having difficulty finding it. It's not in
12 29. It only goes up to 5846.

13 Q No. I'm looking at 29. It's Bates 5793.

14 MR. PAGE: 5793?

15 MR. MAYO: Yes.

16 THE WITNESS: Okay. Almost there. (Indiscernible).
17 Okay. I'm here.

18 BY MR. MAYO:

19 Q Okay. You had testified that you believe that the
20 entries in terms of the \$10,128 and the \$4,812 was incorrect.
21 Why was that?

22 A I didn't say they were incorrect. I said that this
23 is a PCCG ledger but it's listing Action Rad Solutions here,
24 so I don't understand why Action Rad Solutions stuff is in

1 here and how that's a debit and credit. It doesn't make sense
2 to me.

3 Q Okay. And you would -- and you would agree that
4 there were transactions between accounts, correct?

5 MR. PAGE: Huh?

6 THE WITNESS: Yeah.

7 BY MR. MAYO:

8 Q Okay. Transactions between --

9 MR. PAGE: (Indiscernible) --

10 MR. MAYO: Hold on.

11 MR. PAGE: There's nine transactions.

12 MR. MAYO: Oh, transfers between accounts,
13 transactions between accounts.

14 BY MR. MAYO:

15 Q Now, you would agree that there were --

16 A Yeah.

17 Q Hold on. Let me -- let me finish. You would agree
18 that there were transfers between your business bank accounts,
19 right?

20 A Yes.

21 Q Okay. All right. So let's -- back to Exhibit 22.
22 Look at Bates 6781, but keep a finger on that page.

23 A Okay. Leave my finger on this page and then go to
24 where?

1 Q Exhibit 22. You were just there.

2 A Okay. Let me go back to 22. I'm getting there.

3 Okay. I'm back at Exhibit 22. And what Bates number?

4 Q I'm sorry. Hold on one second. This -- my number's
5 off. Hold on. My computer is loading. Let me pull it up.

6 (Pause)

7 MR. MAYO: My apologies, Your Honor. One second.

8 THE COURT: No problem.

9 (Pause)

10 MR. MAYO: Pull up the other statement.

11 BY MR. MAYO:

12 Q All right. And if you could look at the debit on
13 that -- on Exhibit 29 that shows \$10,128.

14 A What number? Which Bates number?

15 Q Say again?

16 A Which Bates number?

17 Q Exhibit 29, Bates 5793.

18 A I'm looking at that, but I'm seeing --

19 THE PLAINTIFF: It's 5681, Vincent.

20 BY MR. MAYO:

21 Q And the other one is -- oh, sorry. The other one is
22 5681, correct, on Exhibit 22.

23 A Okay.

24 MR. PAGE: Which is the first one? 56?

1 MR. MAYO: First one is Exhibit 29, 5793. The
2 second one is Exhibit 22, 596 -- oh, sorry -- 5681.

3 BY MR. MAYO:

4 Q All right. Now, do you see the transfers between --
5 on these two different ledgers for different accounts? Do you
6 see the transfer, the \$10,128, showing transfer from one
7 account to the other?

8 A I see the amounts listed. I see what you're trying
9 to correlate with the similar numbers on both sides, but I
10 also see where --

11 Q Okay. Thank you, ma'am.

12 A -- they have deposits (indiscernible) --

13 Q Ma'am, you answered the question. Ma'am --

14 MR. MAYO: Your Honor, move to strike as
15 nonresponsive.

16 THE COURT: I got it. Just answer the question.
17 And I can't hear either one of you when you're both talking.

18 THE WITNESS: Okay.

19 MR. MAYO: Okay.

20 THE COURT: So just answer that part of the
21 question.

22 BY MR. MAYO:

23 Q My question was did you see the \$10,128 transfer
24 from one -- transfer from one account to the other based on

1 those ledgers?

2 A Based on the (indiscernible) I see that, yes.

3 Q Okay. Thank you. And you understand in regards to
4 these ledgers that there's transfers between accounts. So for
5 each different ledger that has a different account, it's going
6 to register the transfers between them, right?

7 A Correct. And I would say that there's a very
8 (indiscernible) --

9 MR. MAYO: Your Honor, move to strike, nonresponsive
10 (indiscernible).

11 THE COURT: Okay. Christie, just answer his -- just
12 answer the question. I can't strike it because it's video
13 testimony and the video is the video.

14 THE WITNESS: Yes.

15 THE COURT: But I will not consider it. Okay.
16 So --

17 MR. MAYO: Okay.

18 THE COURT: So the answer -- you got the answer.
19 The rest of it I don't consider.

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

21 BY MR. MAYO:

22 Q And, Christie, you said you were having some
23 problems reading this. You do understand that we had sent
24 these to your attorney in digital form; is that correct?

1 A I can read these ones. There are other ones I can't
2 read.

3 Q Right. And in PDF or in electronic form they can be
4 increased or decreased in size to be read, right?

5 A With the exception of columns going off in a
6 separate page that don't correlate to anything.

7 MR. MAYO: Your Honor --

8 BY MR. MAYO:

9 Q That's not what I asked you, Christie. Let's keep
10 on target here. This is not hard.

11 A No, they could not be read.

12 Q Okay. But they can be read in digital format,
13 right?

14 A No.

15 MR. PAGE: (Indiscernible).

16 THE COURT: Okay.

17 MR. MAYO: (Indiscernible) you know, Your Honor.

18 THE COURT: Yeah. Move on.

19 MR. MAYO: All right.

20 BY MR. MAYO:

21 Q And you were saying that you were having a hard time
22 being able to confirm transactions. But you agree that if any
23 of the ledgers have a date -- have a bank account number, a
24 date, time -- date, memo and, you know, description and the

1 actual amount, you can easily look at the bank statement and
2 confirm that transaction, right? Yes or no answer.

3 A (Indiscernible) be able to.

4 Q It's a yes or no answer, ma'am. This is not hard.
5 Again --

6 THE COURT: Yes or no?

7 THE WITNESS: No.

8 BY MR. MAYO:

9 Q Okay. So you can't look and see account ending in
10 1401 for January 1st \$300 and look at the bank statement to
11 confirm whether it's on there or not on there?

12 A That is correct because it's not -- there usually is
13 a transactional number which will (indiscernible) --

14 Q Ma'am, you're not -- ma'am, so you're saying --

15 A -- multiple transfers --

16 Q (Indiscernible) --

17 A There are multiple transfers, Mr. Mayo.

18 THE COURT: And so answer yes or no.

19 MR. MAYO: Move to strike, Your Honor. She's trying
20 to excuse her answer. It's a very easy to answer. Yes or no.

21 THE COURT: I got it.

22 MR. MAYO: Okay.

23 THE COURT: Just answer yes or no and then we'll go
24 from there.

1 THE WITNESS: Yes.

2 BY MR. MAYO:

3 Q I'm sorry, your answer was what, ma'am?

4 A Yes. Could you do that and make a correlation if
5 you sat down and did it, yes.

6 Q Okay.

7 A Potentially.

8 Q Okay. Thank you. And you would agree there's a
9 difference between wire transfers coming from an account and
10 ATM deductions from an account, right?

11 A Depends on if I took money out and then put it into
12 a different account. Then it could still be a transfer.

13 Q Ma'am, again, listen to the question. This isn't
14 hard. There's a difference between ATM withdrawals from an
15 account and wire transfers from an account.

16 A They are different types of transactions, yes.

17 Q Okay. Thank you. And if your bank account
18 statements say ATM withdrawal and a location, that's an ATM
19 withdrawal, it's not a wire transfer; is that fair to say?

20 A Correct.

21 Q Okay.

22 MR. PAGE: Again, assuming the data entry is
23 correct.

24 MR. MAYO: Well, Fred, it's Fred's testimony. All

1 right.

2 THE COURT: Thank you, Mr. Page.

3 MR. PAGE: You're welcome.

4 MR. MAYO: Your Honor, assuming what my client said
5 is true then the answer is true.

6 THE COURT: You guys. Everybody's getting punchy.
7 It's the end of the day.

8 MR. MAYO: All right.

9 (Defendant and Counsel confer)

10 BY MR. MAYO:

11 Q And there was some accounts that showed a negative
12 amount in them that you were looking at. They were broken
13 down by month. Do you recall that?

14 A There were a lot of ledgers and a lot of months with
15 zero.

16 Q Okay.

17 A Which ones were you talking about?

18 Q All right. Well, let's -- I mean, I can go through
19 them. I was asking you if --

20 A Just pick one.

21 Q -- you were saying that there's some accounts or
22 some statements, some periods that had a negative amount. And
23 I was trying to point out that there was ledgers you were
24 looking at that broke it down by month. So in a month you

1 could have a positive balance or a negative balance, depending
2 on the withdrawal. Do you recall that?

3 A I recall seeing a ledger that was supposed to report
4 a year's worth of income only having four or five months on it
5 and some of the months being zero, yes.

6 Q You were looking at Exhibit 42 and you were saying
7 in your account there was money from JD Investments; you
8 didn't know what that was. Do you recall that?

9 A Can we look at look at 42? Which Bates number?

10 Q You testified there was a JD Investments deposit in
11 your account and you said you didn't -- you said it must be
12 wrong because I don't know how that would be in there. Do you
13 recall that?

14 A I recall seeing a category of JD Investments --

15 Q Okay.

16 A -- and a \$50,000 transaction that was considered an
17 investment amount which was unfamiliar. That was what I
18 recall.

19 Q How much was the amount?

20 A Fifty thousand, which was an exorbitant amount to
21 not be knowing about.

22 THE COURT: Counsel, I just wanted to let you know
23 it's 4:10.

24 MR. MAYO: Yeah, I know. I'm trying to move through

1 this, Your Honor. I appreciate it.

2 THE COURT: Okay.

3 MR. MAYO: All right.

4 BY MR. MAYO:

5 Q Okay. And a GCA, that's Global Cash Access. Do you
6 know what that is?

7 A Yes.

8 Q Okay.

9 A An ATM company.

10 Q And it -- they put ATMs in casinos that allow you to
11 do a number of things including pull cash from them, right?

12 A That's what ATMs do, yes.

13 Q Did you receive an -- Exhibit 35, did you receive a
14 check of reimbursement related to JD Investments and deposit
15 it into your account?

16 A I'm at Exhibit 35. Where am I looking? What Bates
17 number?

18 Q Hold on. I'm asking you first did you receive a
19 reimbursement check from JD Investments?

20 MR. PAGE: When? Time frame? Objection.

21 THE WITNESS: I don't -- I have never gotten a
22 reimbursement check --

23 THE COURT: Hold on.

24 THE WITNESS: -- from JD Investments.

1 THE COURT: Okay. She can answer. That's fine.

2 THE WITNESS: So not sure what you're talking about.
3 I would remember it if I did.

4 BY MR. MAYO:

5 Q All right. Now, in terms of -- you had said that
6 David had gone to the West Maule house. One of the times he
7 had gone there was to do just an inventory, right?

8 A One of the times that he came back to the Maule
9 house was to do an inventory, yes.

10 Q Okay. And you had said you wanted to divide --
11 value divide bank accounts. You would agree to the extent
12 that there's monthly expenses set to be paid from the account
13 that those monies would need to be excluded?

14 A What?

15 Q Is it your testimony --

16 A (Indiscernible) talking about?

17 Q Is it your testimony that -- you said that you
18 wanted to divide the bank accounts; is that right?

19 A Yes.

20 Q Okay. And you said you wanted them valued and
21 divided, which means that you would each equalize the amounts
22 in the accounts. My question to is you do understand that
23 there could be monies in the account that are set to be
24 applied towards monthly expenses and, therefore, either one of

1 you dividing the account it could result in not having the
2 money to pay those set monthly expenses. Do you see what I'm
3 saying?

4 A I think there's plenty of money with everything to
5 pay bills, so I'm not concerned about that.

6 Q Now, you had stipulated to the value of the West
7 Maule property as being 500,000 back at the March 2020 at --
8 sorry -- the March 2020 and the January 2020 hearing, correct?

9 A At that time that's what the value was. The value
10 has gone up.

11 MR. MAYO: Your Honor, I'd move to strike. There's
12 no testimony on that.

13 THE COURT: Okay.

14 MR. MAYO: All right.

15 THE COURT: You just have to answer the question,
16 Christie.

17 MR. MAYO: Yeah.

18 THE WITNESS: Yes.

19 THE COURT: Again I'll disregard. I'm not -- I
20 can't strike the video, but I get the point.

21 MR. MAYO: Thank you.

22 THE COURT: Whenever counsel asks that, I'm always
23 like, uh, can't do that.

24 MR. MAYO: You can't do what, Your Honor? Oh, yeah.

1 THE COURT: Strike the video transcript.

2 BY MR. MAYO:

3 Q All right. Now, you had signed -- strike that.
4 We've already talked about that.

5 You hadn't personally contributed any money towards
6 the purchase of Grand View, right?

7 A Yes, I did. I contributed monthly to our overall
8 community monies, which then were used to purchase Grand View.
9 So, yes, I contributed both in effort and money.

10 Q Where did the cash to pay for the repairs to West
11 Maule come from?

12 A Came from advantage gambling money that David and I
13 generated. We paid the cash for the people that we hired and
14 paid for.

15 Q Now, on -- are you -- isn't it true that David had
16 used -- that David was responsible for paying his own expenses
17 as well as expenses for you during -- at times during this
18 divorce?

19 A That is incorrect.

20 Q So in January, February, March, David wasn't paying
21 on the West Maule property and utilities and other expenses in
22 addition to his own?

23 A No. The Court ordered it to be paid out of my
24 potential share of the escrow. So, in a sense, I was paying

1 those bills. I was --

2 Q You're not listening, ma'am.

3 A -- (indiscernible) the escrow --

4 Q This is early 2019. This is 2019. It's early 2019.

5 A That's what I'm telling you. I am telling you that
6 (indiscernible) --

7 Q That was ordered -- that was ordered --

8 THE COURT: Hold on, Christie.

9 MR. MAYO: Christie, stop.

10 THE COURT: Hold on. The next question.

11 BY MR. MAYO:

12 Q That was ordered as of December 2019 going forward.
13 I originally asked you about early 2019, January, February,
14 March.

15 A I believe he did pay those mortgages up until
16 February.

17 Q Okay. And David put many of those costs on his
18 credit cards, right?

19 MR. PAGE: Objection, foundation.

20 THE WITNESS: Not his mortgage. Not the utilities.

21 THE COURT: Hold on.

22 THE WITNESS: He left the utilities unpaid.

23 MR. MAYO: Foundation, she has -- she had the credit
24 card statements, Your Honor, so she would have knowledge of

1 it.

2 THE COURT: Well, did David -- well, I understand
3 that.

4 MR. MAYO: (Indiscernible) --

5 THE COURT: But, I mean, you have to lay the
6 foundation. I mean, does -- from the testimony otherwise in
7 the trial. So, I mean, just ask her about it.

8 BY MR. MAYO:

9 Q Okay. As you sit here do you know exactly what
10 David charged on the credit cards?

11 A He charged almost everything he ever (indiscernible)
12 for living expenses on the credit card.

13 THE COURT: Well, I mean does she know about where
14 he put those mortgage payments?

15 MR. MAYO: We'll get to that. I was asking her if
16 she knew (indiscernible) --

17 THE WITNESS: (Indiscernible) checking account. He
18 paid those always from his personal checking. Then he tried
19 to pay it from my account twice without my permission.

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

21 THE WITNESS: (Indiscernible) sorry, three.

22 THE COURT: Again, just trying to get to the bottom
23 of the payments.

24 MR. MAYO: Right. Right.

1 THE COURT: So don't go off on a tangent about
2 whether he had permission or didn't. Just do you know where
3 the payments came from and -- he made them through February,
4 right?

5 THE WITNESS: Yes. From his personal account he
6 made the mortgage payments.

7 BY MR. MAYO:

8 Q All right. And then if David was paying for those,
9 his personal account, he may have other personal expenses he
10 had to put from -- on his credit card, right?

11 A I'm sure he put personal expenses on his credit
12 card, yes.

13 Q Okay. All right. Now, the business bank accounts,
14 they had deposits coming in from different sources, right?

15 A What do you mean different sources? From different
16 customers? Yes.

17 Q Yes.

18 A From different customers, yes.

19 Q Okay. How much does your malpractice cost?

20 A Well, it depends on how many exams we were doing per
21 month, per year. It was based upon an exam volume and how
22 many doctors that we had employed. So it was variable
23 depending on, you know, the business and the doctors that we
24 were covering.

1 Q Do you know how much it was for 2019 as you sit
2 here?

3 A The quote for 2019 was going to be I think \$58,000
4 because it went up because of the customer that we took on
5 that was high volume that didn't pay us. We still had to pay
6 for the coverage of those exams.

7 Q Now, to the extent that you were saying that David
8 had taken your 2019 QuickBooks files, David was no longer
9 living in the home with you as of early December 2019, right?

10 A Correct.

11 Q Okay. Now, Exhibit 22, we were just looking at it,
12 that's Bates 5681.

13 A Okay. I'm there.

14 Q All right. And you were saying you didn't
15 understand how this is an Action Rad's ledger, there's Medical
16 System Group deposits and transfers on here. You do
17 understand now that to the extent that there's an account that
18 includes transfers from other accounts, it would be listed on
19 here, right?

20 A What is your question? (indiscernible) two separate
21 --

22 Q My question was to the extent that there's bank
23 accounts that have transfers in/out of them from other
24 accounts, they would be listed on this general ledger, right?

1 A Correct. But there are some listed as deposits, not
2 transfers. So this doesn't represent that.

3 Q And it shows Medical Systems Group deposits,
4 transfers from different accounts --

5 A It says deposit and then check, and then in the
6 description under Memo it says deposit or transfer. So these
7 are not representative of all transfers it appears. But I'm
8 just looking at what's on this page. But it doesn't
9 (indiscernible) --

10 Q Right. I'm just asking about this page because you
11 had a question in regards to Medical Systems Group.

12 A Yeah, because it's not clear --

13 Q Okay.

14 A -- what is a check versus what is a deposit versus
15 -- what is a deposit, what is transfer. They are listed
16 multiple different ways on this list.

17 Q And again it shows an account number, it has a date,
18 a description, the deposit, and the amount. So you could
19 confirm that against the actual bank statement, right, maybe
20 one or two? Yes or no?

21 A I don't think I could because I don't know what --
22 there are not -- we never wrote a check and -- what does a
23 check versus a deposit represent here?

24 Q Okay.

1 A Because if these are transfers, shouldn't they all
2 be labeled as transfer instead of deposit or check?

3 Q Okay. Ma'am, do you know how to read financial
4 statements?

5 A I'm reading what's on this page. It says deposit.
6 It says check. It says transfer. There's (indiscernible) --

7 Q Okay. How can you testify when you -- how can you
8 testify when you haven't actually looked at the bank
9 statements to confirm the transfers? Isn't it -- today isn't
10 it true that you're basically testifying based on
11 hypotheticals, not knowing what the actual statements --

12 A I didn't realize that was my job to check David's
13 work.

14 Q What's that?

15 MR. PAGE: (Indiscernible).

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

17 THE COURT: Thank you.

18 BY MR. MAYO:

19 Q If you look at Exhibit 24.

20 A Uh-huh. I'm here.

21 Q All right. And you were saying you were -- did you
22 hear David testify in regards to this exhibit on the first day
23 of trial?

24 A I don't recall.

1 Q Okay. And do you recall that in terms of account
2 ending in 9517 we had asked you for those statements and you
3 never provided them?

4 A I know that whatever statements you requested I
5 tried to provide, and I provided whatever (indiscernible).

6 Q And isn't it true we had to subpoena some statements
7 that you hadn't provided us?

8 A As far as I know, I've provided you everything
9 you've ever requested, but okay.

10 Q Okay.

11 A You subpoenaed things extra on top of what I
12 provided, so.

13 Q Okay. And you had said -- you had said there was no
14 deposits into the Wells Fargo 9517 account, but it shows
15 deposits, especially ones that (indiscernible) --

16 A I said that if there was a deposit, it was
17 accidental and I moved -- I moved it out immediately back into
18 the right account.

19 Q Okay. So that was a yes; is that correct?

20 A What?

21 THE COURT: Yes or no?

22 THE WITNESS: Restate the question?

23 MR. MAYO: It's yes or no, Your Honor. I've got to
24 move through this.

1 THE COURT: Yes or no?

2 THE WITNESS: I don't know the question. What's the
3 question?

4 MR. MAYO: The question was --

5 THE COURT: I got -- I got the picture.

6 MR. MAYO: You got it? All right. Then we're fine,
7 Your Honor.

8 THE COURT: Thanks.

9 MR. MAYO: Okay.

10 MR. PAGE: I don't.

11 THE COURT: I got her answer. It's fine.

12 BY MR. MAYO:

13 Q And you recall David going through these financials
14 the first day of trial and explaining why he had created them
15 and what they showed?

16 A No.

17 Q Okay.

18 MR. MAYO: Sorry, Your Honor. I just have a couple
19 more, make sure I'm -- I've got them all confirmed.

20 THE COURT: You're fine.

21 (Pause)

22 BY MR. MAYO:

23 Q All right. And you do understand that on several of
24 these ledgers the focus is on the account statements in terms

1 of a PCCG account or an Action Rad account, not the businesses
2 themselves; is that correct?

3 A (No audible response.)

4 Q Do you understand that?

5 A Yes.

6 Q Okay. So we were talking about, you know, PCCG,
7 it's talking about an account number, you're saying, well, I
8 think my company has -- isn't in existence or it should have
9 an additional issue; it's based on the actual bank accounts,
10 not whether you think the company should have something else.
11 Do you understand that?

12 A What are -- restate your question, please?

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

14 THE COURT: Thanks.

15 MR. MAYO: Okay.

16 (Pause)

17 BY MR. MAYO:

18 Q And today was the first day that you actually gave
19 any detail to looking at these summaries and ledgers, correct?

20 A No.

21 Q So when you were sitting there kind of stumbling
22 through just looking at different entries, you weren't looking
23 at them for the first time?

24 A I gave them a general glance through previous with

1 my attorney to try to identify places that looked [cross-
2 talk] --

3 Q Ma'am, I'm talking about -- I'm talking about today.
4 You were kind of looking at them and trying to come up with
5 stuff as you were going along; isn't that fair to say?

6 A No. I was trying to read them. They were not very
7 legible.

8 Q And again, you could have looked at them online but
9 you chose not to; isn't that right?

10 MR. PAGE: Objection, argumentative.

11 THE COURT: Yeah.

12 MR. MAYO: I'll withdraw it.

13 THE COURT: We had this discussion yesterday. I
14 mean, at the end of the day --

15 MR. MAYO: All right.

16 THE COURT: -- I'm going to print them at a hundred
17 percent because that's all I can do. I mean --

18 MR. MAYO: Okay.

19 THE COURT: I guess I can make them bigger, but. Go
20 ahead.

21 BY MR. MAYO:

22 Q You had -- to educate your judge, you had sent that
23 to our judge surreptitiously; is that correct?

24 MR. PAGE: What?

1 THE WITNESS: What did you say? What was that word?

2 BY MR. MAYO:

3 Q To educate your -- to educate your judge with
4 materials, you sent those to our judge surreptitiously, right?

5 A What does that mean? What does that word mean?

6 Q It means you did it anonymously.

7 A It was -- yes, it was anonymously. That is correct.

8 Q Okay. And you did it anonymously.

9 A I did it with -- as working with my group, with one
10 long battle group to send them to the judges, yes.

11 Q Okay. But you did it with the purpose of sending it
12 just to our judge. That's why your PayPal account only shows
13 our judge and the address of the Family Court and no other
14 judges.

15 A I financed the one to my judge, yes. Other people
16 financed the one to their judges. We made it a group effort.

17 Q Now, Paglini's report, you had testified that you
18 were in support of his recommendations, right?

19 A Yes.

20 Q Okay. And his recommendations were for a 60/40
21 timeshare, with David having 60 percent of the time, you have
22 them 40 percent, not 50/50, right?

23 A That is not correct.

24 Q All right. And you would say -- you would agree

1 that Paglini's report speaks for itself in terms of the
2 recommendations?

3 A His verbal accounting was to keep a 2/5/5/2 schedule
4 and joint custody. That was his verbal recommendation.

5 Q Ma'am --

6 MR. MAYO: Your Honor, move to strike. I'm asking in
7 terms of his recommendation that he said in his report.

8 THE COURT: Right.

9 MR. MAYO: It speaks for itself in terms of the
10 timeshare, right?

11 THE COURT: Right.

12 THE WITNESS: That was if I did not complete the
13 classes for emotionally reactive abuse.

14 THE COURT: No. Okay. So what are you -- what's
15 your question, Mr. Mayo, again?

16 MR. MAYO: My question was she said she was
17 supporting Paglini's recommendation, but then when she was
18 asked by her counsel she was actually trying to change the
19 recommendation.

20 THE COURT: Well, she's -- okay. I mean, she wasn't
21 trying to change the recommendation.

22 MR. PAGE: (Indiscernible).

23 THE COURT: She was -- she was giving her position
24 as to what she thought was the appropriate schedule I think.

1 I don't know that she tried to change the recommendation.

2 MR. MAYO: Okay.

3 BY MR. MAYO:

4 Q So, ma'am, you agree -- you agree --

5 MR. MAYO: Well, she said she's agreeing with the
6 recommendation.

7 THE COURT: In terms of joint custody I think.

8 MR. MAYO: Correct.

9 THE COURT: Okay.

10 MR. MAYO: Okay.

11 THE COURT: Because I just make the finding -- like
12 nobody went through the actual specifics of what was the
13 timeshare that he presented. You know what I mean? She
14 presented --

15 MR. MAYO: Well, that's because -- that's because --

16 THE COURT: She presented -- hmm?

17 MR. MAYO: That's because we -- that's because we
18 were -- we were stipulating to his expert report, which --

19 THE COURT: No, no, no. I understand that. I'm
20 just saying when you -- when she was talked to she talked
21 about the schedule that she liked. She didn't say like, oh, I
22 don't like his schedule. She just talked about the current
23 schedule and that she -- she didn't -- she thought it was
24 fine.

1 MR. MAYO: Okay.

2 THE COURT: So I don't perceive that her testimony
3 was that she was trying to change his recommendation so much
4 as she just -- like she can't change his recommendation. It
5 is what it is.

6 MR. MAYO: Right. Okay.

7 THE COURT: It's just her recommendation.

8 MR. MAYO: Right, right.

9 THE COURT: I think we're all on the same page.

10 MR. MAYO: Okay.

11 BY MR. MAYO:

12 Q And in terms of -- well, strike that.

13 MR. MAYO: That's fine, Your Honor. No further
14 questions.

15 THE COURT: Okay. Mr. Page, any follow-up? I have
16 my fingers crossed.

17 REDIRECT EXAMINATION

18 BY MR. PAGE:

19 Q You were asked about (indiscernible). Were you ever
20 paid for your efforts in getting Birkland rented?

21 A No.

22 Q Were you --

23 THE COURT: I totally didn't hear what you said,
24 Mr. Page, because you're so quiet right now for some reason.

1 BY MR. PAGE:

2 Q Were you ever paid for your efforts in getting
3 Birkland rented?

4 THE COURT: Oh, I see. Okay.

5 THE WITNESS: No.

6 BY MR. PAGE:

7 Q Were you ever (indiscernible) --

8 MR. MAYO: That's kind of beyond the scope of my
9 questions, but go ahead.

10 BY MR. PAGE:

11 Q -- getting Grand View rented.

12 A I was never compensated --

13 THE COURT: It is beyond the scope.

14 MR. MAYO: These are all beyond the scope of my
15 questions.

16 THE COURT: Hold on. Yeah, Mr. Page, he didn't ask
17 her about any of that.

18 MR. PAGE: He asked her about the rental property.
19 It's cleanup.

20 THE COURT: Okay. Keep going.

21 BY MR. PAGE:

22 Q You were asked about the value of West Maule. Do
23 you believe that West Maule is worth more than it was back in
24 March of 2020?

1 A Yes.

2 Q Okay. Based upon your access to information, what
3 do you believe West Maule is currently worth?

4 A The reports are showing around five forty-eight.

5 MR. MAYO: Objection, Your Honor. It's hearsay.

6 THE WITNESS: On Zillow.

7 THE COURT: Okay. Hold on. Hold on.

8 MR. MAYO: It's hearsay.

9 THE COURT: Hold on. Hold on. Yeah. What is she
10 -- it's hard to hear her. You're saying objection, hearsay.
11 I can't even hear what she said.

12 MR. MAYO: Your Honor, actually I asked her about
13 whether or not she agreed the value back on -- if she agreed
14 to the value of 500,000. I didn't ask her if she thought the
15 value had changed. So, again, this is beyond the scope of
16 my --

17 MR. PAGE: You opened the door.

18 MR. MAYO: No. I opened the door as to whether or
19 not she actually agreed to the value back then. There was no
20 -- that's yes or no. It wasn't let's talk about other values.

21 MR. PAGE: No, you -- you wanted to -- you wanted to
22 bootstrap the value back then to the bootstrap to the value
23 now. That's not going to happen.

24 THE COURT: Okay. So, I mean --

1 MR. MAYO: (Indiscernible) that's not what I said.

2 THE COURT: Your argument is that -- okay. Hold on.
3 Hold on. I'm going to overrule it. Just go ahead. Because,
4 look, at the end of the day I guess it's a matter of
5 interpretation as to whether when you open the issue up
6 whether you can talk about more facts or whether it's just to
7 that specific one little thing. And I disagree. I think it
8 opens up the issue.

9 So go ahead, Mr. Page.

10 BY MR. PAGE:

11 Q What do you think West Maule is worth today?

12 A I believe it's gone up. Zillow puts it 548,000 --

13 MR. MAYO: Objection, hearsay, Your Honor. She can
14 testify to her own opinion --

15 THE COURT: Sustained.

16 MR. MAYO: -- she can't testify -- okay.

17 BY MR. PAGE:

18 Q That's hearsay.

19 A Okay.

20 Q Have you conducted an investigation as to what you
21 think West Maule might be worth?

22 A Yes.

23 Q Based on the results of your investigation, what do
24 you believe West Maule to be worth?

1 A Around \$548,000.

2 THE COURT: Mr. Page?

3 MR. PAGE: Yes?

4 THE COURT: Anymore?

5 MR. PAGE: The client said she had for what was
6 Action Rad and PCCG --

7 BY MR. PAGE:

8 Q -- were those clients in existence prior to the time
.9 you and David got domestically partnered?

10 A All but one.

11 Q Have you seen any -- you were asked as to whether
12 there were 484 [sic] ATM transactions. Have you seen any
13 evidence that would lead you to believe there were 684 ATM
14 transactions in a year?

15 A Not in the ledgers provided by David. There looks
16 to be about 200, which includes every little ATM fee as well.
17 That was in addition to the actual withdrawal that he's -- you
18 know, about 200 or so.

19 MR. PAGE: I'll pass the witness.

20 THE COURT: Okay.

21 MR. MAYO: No questions, Your Honor.

22 THE COURT: Anything more, Mr. Mayo?

23 MR. MAYO: No.

24 THE COURT: Well, it's 4:35. What do you guys want

1 to do for closing? Are you -- are you done? Are you
2 finished, Mr. Page?

3 MR. PAGE: I could ask David some questions.

4 THE COURT: Do you want to? You could. Do you want
5 to?

6 MR. PAGE: Are you giving me a hint?

7 MR. MAYO: We just have (indiscernible) --

8 THE COURT: No. I mean, I'm not going to stop you
9 if you -- I mean, we have -- we have some more time, so if you
10 want to you're welcome to. I mean, I'm just hoping that we
11 conclude this thing.

12 MR. MAYO: Does Your Honor want to come back on
13 Monday just to do closing arguments?

14 THE COURT: Nope. I can't do Monday. See, here's
15 the problem. I'm training in the other department so I have
16 certain things I have already committed to going to do. I can
17 do Thursday because I have my own calendar on Thursday.
18 That's why I keep saying like we've got to finish this.

19 MR. MAYO: No, no, no. I was trying to be nice
20 because I know Fred's time. I didn't want to be unfair and
21 then you're like, well --

22 THE COURT: No, no. Right. I get it. I'm willing
23 to give Fred time again on Thursday afternoon after -- my own
24 calendar. But it's -- I know I'm limiting you guys because

1 there's really not a lot of, hey, does this work for you? But
2 this is going to have to work for me right now. It's the only
3 way I can do it.

4 MR. MAYO: That's fine.

5 THE COURT: So --

6 MR. MAYO: My point was if you were -- if you had to
7 get us out by five, like you did yesterday, and we had to make
8 closing arguments I wanted to put that out there so Fred and I
9 know how much time -- additional time (indiscernible) --

10 THE COURT: Right. Well, I was going to say you
11 guys could even do written closings, if you wanted, or if you
12 wanted to do oral closing we can do them next Thursday.

13 MR. MAYO: I would rather do oral just because in
14 terms of additional costs, in terms of trying --

15 THE COURT: Yeah, no. It's a lot. It's a lot to
16 put it altogether.

17 MR. PAGE: (Indiscernible) --

18 THE COURT: Instead I'll do that.

19 I'm sorry? Fred?

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

21 THE COURT: No, no, no. I couldn't hear what you
22 said. You just -- you said something and I didn't hear you.

23 MR. MAYO: I was just saying --

24 MR. PAGE: (Indiscernible).

1 THE COURT: I still didn't.

2 MR. PAGE: It's much more difficult.

3 THE COURT: To do what? I'm so sorry. I can't hear
4 what you're saying.

5 MR. PAGE: A written closing is much more difficult
6 than an oral closing.

7 THE COURT: Oh, sure. Absolutely. I know.

8 MR. MAYO: So Fred and I agree. I think we'd rather
9 do it orally if we can.

10 THE COURT: Okay. So now the question becomes -- or
11 I guess my order would be then that you would do that on
12 Thursday afternoon because I have a full calendar in the
13 morning Thursday.

14 MR. MAYO: I can -- I think I can do that. That
15 works for me, Your Honor.

16 THE COURT: You're going to have to. You're going
17 to have to.

18 MR. PAGE: It works for me.

19 MR. MAYO: Okay.

20 THE COURT: I'm sorry?

21 MR. MAYO: That works for both of us.

22 MR. PAGE: That works for --

23 THE COURT: Okay. Okay. I'm sorry, Fred. I keep
24 asking you to repeat yourself. It's just for whatever reason

1 sometimes your connection is funky. All right. So we'll do
2 that. Do you want to ask Mr. Stucke some questions now so you
3 utilize the rest of the day up to 5:00?

4 MR. PAGE: Yeah. Let me ask him -- it'll be just
5 kind of brief, I think.

6 THE COURT: Okay. Let's hope.

7 DAVID STUCKE
8 called as a witness on behalf of the Defendant, having been
9 previously sworn, testified as follows on:

10 DIRECT EXAMINATION

11 BY MR. PAGE:

12 Q Mr. Stucke, could you turn to Exhibit D, please?

13 A Which one?

14 THE COURT: B.

15 BY MR. PAGE:

16 Q D as in dog.

17 THE COURT: Oh, D.

18 A Those are your exhibits? I don't believe I have
19 your exhibits.

20 Q Well, let me ask you and see if you recall --

21 MR. MAYO: I can -- I can give them to him.

22 MR. PAGE: Vince, let me just ask the question, see
23 if he knows.

24 MR. MAYO: Sure.

1 BY MR. PAGE:

2 Q You agree that the JD Investments that's organized
3 in New Mexico is the same JD Investments that owned Birkland?

4 A Yes.

5 Q Okay. You've listened to Christie's testimony as to
6 the various ledgers and spreadsheets that you and your
7 girlfriend produced. You would agree that Christie does have
8 concerns that are well-founded as to the data that exists?

9 A Absolutely not.

10 Q Okay.

11 A It balances to the penny in 2019. Many hours.

12 Q It's just a yes or no question, sir.

13 A No.

14 Q When you see here where something that is listed as
15 PCCG -- or, yeah, PCCG, that the business was no longer in
16 operation, wouldn't you believe that Christie would have
17 better knowledge of whether that was actually operating or
18 whether it was not?

19 A It still received checks.

20 Q That wasn't my question, sir. Wouldn't Christie
21 have better knowledge about that?

22 A Misrepresenting it all, but yes.

23 Q Sir, you would believe that Christie would have
24 better knowledge, yes or no?

1 A I said yes.

2 THE COURT: Answer -- okay.

3 BY MR. PAGE:

4 Q And to the categories of expenses and how they were
5 listed, you believe that Christie would have better knowledge
6 than you would have, right?

7 A Absolutely not.

8 Q Okay. Let me ask this a different way. Christie is
9 the one that ran the businesses, right?

10 A I -- yeah, the (indiscernible) I'm sure.

11 Q Okay. So she is the one that met with clients,
12 right?

13 A Yes.

14 Q She's the one that collected payment?

15 A I helped her with the billing, but yes.

16 Q Yes, you collected payment. She was the one that
17 paid the expenses, right?

18 A Yes.

19 Q Okay. She's the one that made the transfers, right?

20 A Yes.

21 Q You would agree that Christie would have better
22 firsthand knowledge than you as to the exact nature of each
23 transaction, correct?

24 A I say no. They're pretty straightforward.

1 Q You agree that she did the transactions and you
2 didn't?

3 A Yes. She thinks all meals are deductible.

4 MR. MAYO: David, just listen to the question.

5 BY MR. PAGE:

6 Q Sir, I'm not asking you whether --

7 A I said yes.

8 Q -- (indiscernible) deductible.

9 A Yes.

10 Q You agree that you didn't interview Christie as to
11 the nature of each of the transactions that she has?

12 A No.

13 Q Okay. You agree that when you have a business and
14 you turn your things over to your accountant, sometimes your
15 accountant calls you back and say could you explain this
16 transaction, explain that transaction, right?

17 A Yes. She was given the benefit of the doubt in all
18 cases.

19 Q Okay. You -- but you also agree you never made any
20 of those phone calls or emails to Christie to ask her about
21 any transactions about which you might have questions?

22 A Of course not.

23 Q Okay. You also agree that your girlfriend didn't
24 communicate with Christie to find out whether -- whether she

1 had any questions with any transactions as (indiscernible) --
2 A Christie communicated with her.
3 Q I'm sorry?
4 A Christie communicated with her.
5 Q Sir, did your girlfriend communicate with Christie
6 and --
7 A Yes.
8 Q -- ask her about any question that she had about any
9 transaction?
10 A Yes. They discussed their income.
11 Q Okay. You didn't bring your girlfriend here to
12 testify, did you?
13 A No.
14 Q You didn't provide any emails from your girlfriend
15 asking Christie about any transactions about which she had any
16 questions?
17 A No.
18 Q You agree that you didn't pay Christie for any of
19 the work that she did as it relates to the Grand View
20 property?
21 A No.
22 Q (Indiscernible) --
23 A I guess I -- sorry. I agree, yes.
24 Q And you didn't pay Christie for any of the work that

1 she did on the Birkland property?

2 A Correct.

3 MR. PAGE: Okay. I'll pass the witness.

4 MR. MAYO: No questions, Your Honor.

5 THE COURT: Okay. Mr. Mayo? Sorry.

6 MR. MAYO: No questions, Your Honor.

7 THE COURT: Oh, my goodness. Like right under the
8 wire. All right, guys. Well, then I will -- do we have --
9 want to confirm all the exhibits? We know we have A through E
10 admitted.

11 MR. MAYO: I was just going to ask you if your clerk
12 could send a copy of the exhibit list she has in terms of
13 the --

14 THE COURT: I was going to -- I'm going to -- I'll
15 go through them with you what I have. Other than what was
16 admitted today, which was that whole crew of the -- we've got
17 A through E for THE WITNESSs, and then I have -- do you want
18 me to go through the list --

19 MR. MAYO: Yeah.

20 THE COURT: -- make sure both you have the same
21 numbers? I have 1B, 2, 12A, B, C, 13, 21, 22 --

22 MR. MAYO: Hold -- hold -- sorry. Go back to 12.
23 You're going through them too fast.

24 THE COURT: 12A, B, C.

1 MR. MAYO: Okay.

2 THE COURT: 13.

3 MR. MAYO: Uh-huh (affirmative).

4 THE COURT: 21, 22.

5 MR. MAYO: 22.

6 THE COURT: 26, 27, 29, 33, 34, 35, 36, 37, 39, 40,
7 41, 44, and then the other group in that category that was --
8 I guess I skipped over those but that we admitted today, and
9 I'll have the court clerk go through those. But 46A and B,
10 48, 69, 121, 135, 136, 140.

11 MR. MAYO: You went a little -- sorry -- a little
12 bit too fast. 69 -- 69 and what's next?

13 THE COURT: 69?

14 MR. MAYO: Uh-huh (affirmative).

15 THE COURT: I'm sorry, because you're trying to go
16 through your list. 121 --

17 MR. MAYO: My pages. It's all on pages. I've got
18 to flip pages every time you go through.

19 THE COURT: Yeah, you've got to flip through and get
20 to 121. Sorry. 121, and then 135 and 136.

21 MR. MAYO: Okay.

22 THE COURT: Got it? 140, 153, 168 was not admitted
23 actually. I did not let that one in. 182, 184, 192 and 194,
24 195, 196, 197. So 195 through 198, 202, 204, 206, 207, and

1 then 207A which is Doc Paglini. And then today we added --
2 actually today we added 207. But today we added 43A and B.

3 MR. MAYO: Let me go back. I've got to flip pages,
4 so.

5 THE COURT: Go ahead. No, you're fine.

6 MR. MAYO: I've got to flip through it.

7 THE COURT: Go ahead.

8 MR. MAYO: 43.

9 THE COURT: Okay. 43A and B, 45 --

10 MR. MAYO: We have 42. Did you -- I didn't hear you
11 say 42.

12 THE COURT: 42, hold on one second. Let me make
13 sure I -- no, that was not admitted. Hold on. Let me look at
14 what 42 is.

15 MR. MAYO: We actually went through it today.

16 THE COURT: Yeah, it's a Christie general ledger.

17 MR. MAYO: (Indiscernible) --

18 THE COURT: But it was not asked -- I'm just telling
19 you what was admitted last time and then what was admitted
20 today. So that was not asked to be admitted, if you -- if
21 you're moving to have it have it admitted then --

22 MR. MAYO: Yeah, I -- it's funny, in my notes I have
23 it as admitted, and I have it blacked out in terms of
24 documented.

1 THE COURT: All right. Well, I can check that, but,
2 I mean, I can ask Mr. Page again if he -- I mean, we know --
3 we know how they were prepared.

4 MR. PAGE: My response is rock crushes scissors, so
5 it's not on her list so she wins.

6 THE COURT: All right. Hold on one second. Let me
7 just finish what was admitted --

8 MR. MAYO: Yeah, go ahead.

9 THE COURT: -- before we go through -- okay. So --
10 darn it. Okay. And so today was 43A and B, 45A and B, 47,
11 49, 50, then 203 -- you got to get there. Everybody there?

12 MR. MAYO: Hold on. Okay.

13 THE COURT: And then 207 I already told you, 208,
14 209 and 213. We still haven't received those second, you
15 know, that second chunk beyond 207. 206 I guess it is. So
16 let's just -- I'll just make sure that we get those and we'll
17 follow up on our end to make sure that we have them and make
18 sure that they get into the vault.

19 I messaged Belinda. She's off today. Because I
20 know you said, Vince, that she confirmed that they were
21 received. I don't know exactly the process. Because as I
22 understand it, it goes through the Clerk's Office somehow. I
23 don't really know exactly how it makes it into the exhibit
24 folder for us, the electronic exhibit folder.

1 MR. MAYO: Right.

2 THE COURT: But maybe it does come through Belinda.
3 I don't know. But she's not in today so it makes it tough for
4 me.

5 MR. MAYO: I understand. Let me pull up -- just one
6 second. I'm trying to identify something.

7 THE COURT: All right. I'm just going to let you
8 figure out what you're going to move to admit, if anything
9 else.

10 MR. MAYO: Let's see. Just checking my addition.

11 THE COURT: Mr. Page, do you have any objection to
12 42? I know she testified all about it today.

13 MR. PAGE: No.

14 THE COURT: Pardon me?

15 MR. PAGE: No, I don't.

16 THE COURT: Okay. All right. So we'll let that one
17 in.

18 (Plaintiff's Exhibit 42 admitted)

19 THE COURT: Then anything else? I think pretty much
20 we've covered -- we've gotten everything else in that anyone's
21 talked about.

22 MR. MAYO: We had the -- we had Exhibit -- let's see
23 -- 139, which was the West Maule appraisal. I had that as the
24 first day when I asked David about it.

1 THE COURT: And that was moved to be admitted and
2 it's not on my list, is that what you're saying?

3 MR. MAYO: Yes.

4 THE COURT: Yeah. I think you're right. I don't
5 understand why the list is -- well, and the clerk that was
6 there that day isn't here today. So again, that's the --

7 MR. MAYO: Yeah, no, and I get it. I just -- that's
8 why I wanted to kind of -- because of your patience, I'm just
9 trying to go through to make sure that --

10 THE COURT: Yeah, no, that's fine. I'd rather do
11 this than miss something. And I'll probably watch day one
12 over again. So if I miss anything on the list, I can make
13 sure it's added or have the clerk make sure she watches for
14 anything. Hold on one second here. That is 139, right? 139
15 is the appraisal.

16 MR. MAYO: Then we had the TIAA-CREF I believe as
17 Exhibit 16, the (indiscernible) statements that we had the
18 first day and that Mr. Page -- I believe Fred had asked about
19 his case -- in his cross as well.

20 Do you have that listed, Fred?

21 MR. PAGE: 16?

22 MR. MAYO: Exhibit 16. It's the TIAA-CREF account
23 statements.

24 MR. PAGE: I don't have a problem with TIAA-CREF

1 coming in.

2 THE COURT: Okay. So TIAA-CREF we'll have come in.
3 The 16A and B.

4 (Plaintiff's Exhibits 16A and 16B admitted)

5 THE COURT: What about the Fidelity, 15? Did I even
6 list those?

7 MR. MAYO: You didn't. And that's why I'm surprised
8 because we went through those.

9 THE COURT: I know, but sometimes they weren't moved
10 to be admitted. That's the problem, so.

11 MR. MAYO: Oh, well, you know, so I have -- I have
12 it marked as admitted.

13 MR. PAGE: I mean, we have the Fidelity stuff in
14 Exhibit 1 -- number 13 I think it was, and we just kind of
15 relied upon that.

16 THE COURT: So we have the 13, which is the -- do we
17 have that one in? Hold on one second. Let me look at
18 (indiscernible) --

19 MR. PAGE: That was the summary, I believe.

20 THE COURT: Yeah. 13 was the other one. Hold on
21 one second here. I just want to make sure --

22 MR. PAGE: Those are the Gamblit and whatever else
23 went in there.

24 THE COURT: Yeah, 13 is the 401(k) rollover,

1 Gamblit. Okay. So then 14 is the -- are the quarterly
2 Fidelity summaries, and then 15A and B are the two Fidelity
3 like I guess separate -- separate statements. And then 16A
4 and B is TIAA-CREF. So I think we should -- I mean, if nobody
5 objects, then I could admit all -- all of those. That way I
6 have them.

7 MR. MAYO: It's just the statements. It shouldn't
8 be an issue.

9 THE COURT: Right. I don't know if -- I mean, I
10 assume Mr. Page has no issue with them? He's gone through
11 most of them.

12 THE PLAINTIFF: The rollover (indiscernible)
13 Fidelity.

14 THE COURT: What's that?

15 THE PLAINTIFF: I said the rollover amount's pretty
16 clear in that one. It's on there.

17 MR. PAGE: Not really.

18 THE COURT: I mean, look, guys, that's for me to
19 decide, right?

20 MR. MAYO: Right, right, right.

21 THE COURT: I need more -- the more I have the
22 better so I can take a look. So, I mean, I -- I understand --
23 and I've got all the testimony about it and the arguments
24 about what's what. I just need to have the actual documents.

1 I do have 13. I don't have 15 admitted, I don't have 16, and
2 Mr. Page said you are -- you're okay with 16 being admitted?

3 MR. PAGE: Yeah, I'm okay on -- seems okay.

4 THE COURT: And 15 is okay as well?

5 MR. PAGE: Yeah. I mean, I think the summary --

6 THE COURT: I don't know that it says anything.

7 MR. PAGE: -- (indiscernible) 133 or 13 really does
8 a better job of it, but whatever. I mean --

9 THE COURT: Yeah, I don't -- I'm looking -- just, I
10 mean --

11 MR. PAGE: This is just one isolated statement. I
12 don't think it's terribly helpful.

13 THE COURT: Yeah, I don't think -- I think you're
14 right. I don't know that it matters. That's one statement.
15 And then the other one -- these are just like current
16 statements it looks like before the trial started. Right?
17 When discovery closed or whatever. So, I don't know, Mr.
18 Mayo, do you want those, 15A and B?

19 MR. MAYO: Yes, Your Honor.

20 THE COURT: All right. Mr. Page, will you take a
21 look at those actually?

22 MR. PAGE: Yeah, I'm looking at them. I would say
23 it violates the completeness doctrine. I don't -- I'm not a
24 big fan of (indiscernible) --

1 THE COURT: Well, there's -- I mean, completeness in
2 terms of what? Like it's -- the actual statements are
3 complete. In terms of the entirety of the Fidelity account, I
4 know it's not all there, but then we have the --

5 MR. PAGE: I mean, I'll withdraw the objection.

6 THE COURT: Okay. So, I mean, again, like you said,
7 they're only statements for two quarters, so. We'll let those
8 in, 15A and B.

9 MR. MAYO: Sorry. I'm just double checking. That's
10 why I'm --

11 THE COURT: We have -- hold on one second. So 139,
12 the appraisal everybody's okay with, too, correct?

13 MR. MAYO: Correct.

14 MR. PAGE: I don't think it's terribly helpful
15 because there was no appraisal at the time of the purchase.

16 THE COURT: I understand. It's still -- it's just
17 -- it was offered. I believe it was admitted. I just --
18 again, I don't have the clerk that was here that day. But we
19 have her list, and her list was what I read to you. If she
20 missed something, oftentimes she'll have to go back and watch
21 the trial if she's missed something.

22 So now I have -- so we have 13 already. 14 is the
23 quarterly summaries. Do we need that?

24 MR. MAYO: Which one, 15?

1 THE COURT: 14. So we have 13, which is the 401(k)
2 rollover to Gamblit, the Gamblit one.

3 MR. MAYO: Right.

4 THE COURT: With all the different entries. Then we
5 have 14, which is labeled as Fidelity Quarterly Summaries, and
6 then Fidelity -- two statements are on 15A and B.

7 MR. PAGE: I'm not really a fan of 14 because it's
8 incomplete. It has -- it's a selected period from 2017 and
9 then it jumps over to Gamblit --

10 MR. MAYO: Well, it's a relative period from 2017.
11 That's why we have -- again, I didn't put the entire thing. I
12 was just trying to potentially ask in terms of one position,
13 not the entire history of the statement.

14 MR. PAGE: And we have 8,000 pages that didn't
15 include the entirety from then to now, but okay. But that's
16 -- that would be the (indiscernible) object to it coming in
17 because it's incomplete as far as the time period.

18 THE COURT: Which one?

19 MR. PAGE: 14. And it lists Konami Gaming, which
20 then we have two statements --

21 THE COURT: Isn't that what you've been trying to
22 say is in there?

23 MR. MAYO: Correct.

24 THE COURT: No.

1 MR. PAGE: Yeah, I'm saying -- I'm saying it's all
2 lumped together, which it really is because that was his
3 testimony when he testified as to when it came out of the
4 Wells Fargo account into the down payment, but.

5 THE COURT: Huh?

6 MR. PAGE: Because we have the --

7 THE COURT: So the question becomes -- wait a
8 minute. Where do you see Konami Gaming?

9 THE PLAINTIFF: Yeah, it's Konami Gaming, 2017.

10 THE COURT: Oh, yeah, right.

11 MR. PAGE: (Indiscernible) --

12 THE COURT: Right. So, I mean, so why are we -- why
13 would you object to that? I'm confused. But okay.

14 MR. PAGE: Well, eventually this gets rolled into
15 the Fidelity Gamblit Gaming.

16 THE COURT: Well, that's why -- that's why --

17 MR. MAYO: Right.

18 THE COURT: I mean, that's what you've been arguing
19 this whole time, right?

20 MR. MAYO: Right.

21 THE COURT: So that just shows exactly what you've
22 been saying so --

23 MR. PAGE: All right. I will -- if you agree with
24 me, I'll withdraw my objection.

1 THE COURT: I think Vince is offering it. So 13,
2 14, 15, and 16 will come in. Okay?

3 (Plaintiff's Exhibits 13 through 16 admitted)

4 MR. MAYO: And then, Your Honor, today there was 67,
5 68 -- and I don't recall if 70 was, but I believe -- they were
6 the text messages that I had admitted today.

7 MR. PAGE: I'm going to object to those because he
8 didn't lay a foundation. (Indiscernible) --

9 THE COURT: Today? You didn't move to admit those
10 today.

11 MR. PAGE: What's that?

12 THE COURT: Wait. First of all, hold on one second.

13 MR. MAYO: No, they were.

14 THE COURT: 67 -- wait. Hold on.

15 MR. MAYO: That's the text message from November 28
16 -- from November 28th.

17 THE COURT: This was from yesterday or the day
18 before.

19 MR. MAYO: Oh, I -- yeah, sorry, yesterday.

20 THE COURT: What's the objection?

21 MR. PAGE: The objection, no foundation is laid as
22 to who did the speaking. I mean, did they -- they're little
23 snippets of text messages that we don't know what happened
24 before, what happened -- whether they're actually real. But

1 they never laid the foundation as did you say this, did you
2 say that. Never asked that question of David. I don't think
3 she [sic] asked that question of my client.

4 MR. MAYO: Your Honor, so --

5 THE COURT: I don't know which ones you're -- we're
6 talking about.

7 MR. MAYO: Okay. So Exhibit 67 -- so I was asking
8 today in regards to the parties' conversations on November
9 16th through November 30th of 2018. I'd asked in regards to
10 Exhibit 67, which was text messages between the parties, and
11 that's the ones where she looked at and said, no, these are my
12 -- these are text messages between David and I, and they're
13 the date in question. And I asked her in terms of the
14 statements that were made and she said yeah. And then I said
15 I want to move into the record, and my notes are that it was
16 moved in.

17 THE COURT: I don't recall you saying that, but
18 okay.

19 MR. PAGE: (Indiscernible).

20 THE COURT: Because I would have said --

21 MR. PAGE: (Indiscernible) --

22 THE COURT: -- granted or not. Pardon?

23 MR. PAGE: We'd object to that. That didn't come
24 in. And one of these I believe (indiscernible) --

1 THE COURT: Well, it didn't get --

2 MR. MAYO: Yeah, remember the --

3 THE COURT: It didn't get --

4 MR. MAYO: Remember the one with the photo, the
5 photo of Christie that she got worked up about.

6 THE WITNESS: Yeah. He wants to put a naked picture
7 of me in there. That's bullshit.

8 MR. MAYO: She's not naked.

9 MR. PAGE: So my client --

10 THE COURT: Hold on, guys. Hold on. Hold on.

11 MR. PAGE: -- objects to the Exhibit 70, which is
12 the impertinent and scandalous material (indiscernible) --

13 THE COURT: We didn't -- we're not there yet. Hold
14 on. Hold on. 67, does it have something that -- that's a
15 picture of her that we can extract or delete?

16 THE WITNESS: No, but there's messages.

17 THE COURT: We don't need a picture --

18 MR. PAGE: (Indiscernible) --

19 THE COURT: I don't need a picture of Christie.

20 MR. MAYO: No, the picture -- the picture shows that
21 they went to the rope class that evening, and that was
22 relevant to the issue.

23 MR. PAGE: This is not necessary for that, Counsel.
24 Knock it off, please.

1 MR. MAYO: Say again? Your Honor, just so you know,
2 these were all authenticated when we had to disclose them.
3 There was never any objections to them.

4 THE COURT: I understand. It's not about
5 authenticity. It's not about authenticity. It's about
6 relevance, right? Do I need them? Do you --

7 MR. PAGE: No.

8 THE COURT: She testified about them, that you think
9 that they're relevant -- I mean, look, at the end of the day I
10 don't recall you moving to admit them or me saying no. But if
11 you did and I missed it -- I don't know how that's possible
12 but --

13 MR. PAGE: He never moved.

14 THE COURT: Pardon me?

15 MR. PAGE: He never moved to admit and I -- I kept
16 those off to the side here wondering is he going to move to
17 admit and he never did.

18 THE COURT: Okay. Well, that's what we're dealing
19 with right now. So, look, at the end of the day --

20 MR. MAYO: So I don't know if Your Honor wants to
21 double check. I mean, I asked -- I asked her about the
22 contents of them and she testified as to the content.
23 (Indiscernible) I asked her on 68 about, you know, saying that
24 she needed to go to -- you know, she was yelling, she wanted

1 to -- she was willing to take medication. Do you recall that?
2 And she testified yes, yes, yes. And I -- I swear that I
3 said, okay, move to admit, and there was no objection because
4 --

5 THE COURT: No.

6 MR. MAYO: -- she already testified to it --

7 THE COURT: No, it didn't happen. But --

8 MR. MAYO: Well, I do -- I mean, look, I do have her
9 -- she did testify as to the question. For example, I said,
10 you know, on this date did you say this to him? And she said,
11 yes, I did. So that should be part of the record.

12 THE COURT: Right. Correct.

13 MR. MAYO: Okay.

14 THE COURT: (Indiscernible) exhibit.

15 MR. MAYO: What's that?

16 THE COURT: I mean, is there more to it than what
17 you asked her about that --

18 MR. MAYO: No. I mean, what I asked her about --
19 so, for example, on 67 I asked her about that content. It was
20 November 28th, the morning of November 28th.

21 THE COURT: Uh-huh.

22 MR. MAYO: And that's when I asked her about
23 statements she had made to David, and she testified as to that
24 statement. So, I mean, my point -- I'm just trying to look at

1 it from -- that's technically on the record, so I don't know
2 if we need the text.

3 THE COURT: Right.

4 MR. MAYO: Because she testified as to the
5 statement.

6 THE COURT: Okay. I mean, look, that's fine.

7 MR. MAYO: And then 68 -- just looking through this.
8 I did ask her about this, too. This is the one where there's
9 a photo of her and -- this is the one with the meme that was
10 on there. She said that David posted on her phone, not her.
11 And then I asked her about --

12 THE COURT: Right.

13 MR. MAYO: -- reconciling. That was November 30th.
14 And she testified as to that. And again, I -- you know, I
15 remember I was -- I thought as I went through each one and I
16 was like "move to admit," and there was --

17 THE COURT: Nope.

18 MR. MAYO: -- no issue because she already testified
19 as to them. I don't know if you want to go back and look at
20 those just to see whether they were moved to admit or not.
21 But she did testify --

22 THE COURT: I'll -- we'll check.

23 MR. MAYO: Okay.

24 THE COURT: But my clerk's saying, no, they weren't

1 moved to admit. Because she notes when they're -- when the
2 motion's made. She's saying no. But okay.

3 MR. MAYO: Okay. And then there's the videos, 86
4 and 87.

5 THE COURT: Those will be admitted. Well, they're
6 played into the record, too, but those will be admitted.

7 MR. MAYO: Yeah. Okay.

8 (Plaintiff's Exhibits 86 and 87 admitted)

9 MR. MAYO: Sorry. Let me just finish up here, make
10 sure I got everything.

11 And you have 207, 208, 209?

12 THE COURT: Uh-huh (affirmative).

13 MR. MAYO: And then 202, 203, 204?

14 THE COURT: Yep.

15 MR. MAYO: Correct. And then --

16 THE COURT: I don't know about 204. Let me look at
17 204. Hold on one sec. Yeah, we have 204. Sorry.

18 MR. MAYO: Okay.

19 THE COURT: Go ahead.

20 MR. MAYO: And let me look -- finish up on David's.
21 One second. So we had 202, 203, 204.

22 THE COURT: Yes.

23 MR. MAYO: 213. Number 213?

24 THE COURT: Yes. Yes.

1 MR. MAYO: Okay. And then I thought we had 205 in
2 there as well. That was -- because I was talking about the
3 file -- her filings. It was her filings in terms of court,
4 like, you know, oppositions and countertermotions. I thought I
5 had -- when we were going through it I was going 202 to 205 as
6 one of them as well.

7 THE COURT: I mean, I don't have that one as one of
8 them, but if you want to move to admit that, that's fine.

9 MR. MAYO: And I do recall when we were going
10 through that you were talking, I was talking, and you were
11 like -- and you had said like 202, 204, and I said 203, 205.
12 And you were like, okay, these are filings? So I think there
13 may have been -- we may have been talking over each other.

14 THE COURT: Talked over each other? Yeah, there's
15 that.

16 MR. MAYO: But, yeah, they're just -- there was --
17 they're basically the court filings. They're basically, you
18 know, pleadings, filings.

19 THE COURT: I prefer them to be in the record.

20 MR. MAYO: Right.

21 THE COURT: If you've moved to admit them. And, I
22 mean, I'm sorry I talked over you, because I know that we --
23 we're doing that now but --

24 MR. MAYO: Well, it's hard with a video record,

1 right, because sometimes you think the other person's not
2 going to speak and then they do.

3 THE COURT: Right.

4 (Plaintiff's Exhibits 202 through 205 admitted)

5 MR. MAYO: And then there was the Exhibit 142, which
6 is the warranty information on the van. I know we had
7 presented on that, and I'm sure we moved to admit. And then
8 Fred had asked my client about 142 as well.

9 THE COURT: Any objection to 142, Mr. Page? That's
10 the warranty -- warranty --

11 MR. MAYO: Yeah, that's the warranty information.

12 MR. PAGE: Yes, we talked about it.

13 (Indiscernible).

14 THE COURT: I don't hear what you're -- I can't hear
15 what you're saying, Mr. Page. Are you okay with that?

16 MR. PAGE: I said there was a minor issue. No
17 objection.

18 THE COURT: Okay.

19 (Plaintiff's Exhibit 142 admitted)

20 MR. MAYO: Okay. And then the -- I think that may
21 be -- I think that's it.

22 THE COURT: Okay.

23 MR. MAYO: Okay. Was 32 moved in the first day? I
24 don't know if it was.

1 THE COURT: I don't think so. Hold on. Let me
2 look.

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

4 THE COURT: No, it was 33 and 34 but not 32.

5 MR. MAYO: That's fine. Let's see. Okay.

6 All right. That's it.

7 THE COURT: Okay. All right. Anything else?

8 MR. MAYO: Thank you for your patience, Your Honor.

9 THE COURT: No problem. Anything else, guys, before
10 I let you go?

11 MR. MAYO: Oh, 210, 211, 212, those are --

12 THE COURT: Ugh.

13 MR. MAYO: Those are the credit card statements --

14 THE COURT: That you just brought in?

15 MR. MAYO: That we had brought in as part of the --
16 remember we had the Wells Fargo, and the Wells Fargo was like
17 207 --

18 THE COURT: Oh, I thought we did talk about -- we
19 did move those. No?

20 MR. MAYO: Yeah. And we were -- so we were -- and
21 that was part -- those are part of Christie's statements. So
22 I know we had talked about having the Wells Fargo what is 207,
23 209 -- through 209, then we had those Premier -- and I know we
24 had several, you know, we're moving them because you're basing

1 current value --

2 THE COURT: Yeah, we need those.

3 MR. MAYO: (Indiscernible).

4 THE COURT: Okay. Those are the ones we talked
5 about that you wanted in but we don't have -- we don't have
6 them yet. You guys have them; we don't have them.

7 MR. PAGE: So you're talking about --

8 MR. MAYO: Well, that's --

9 MR. PAGE: 207 forget, 208 to 212 and then anything
10 beyond 212.

11 MR. MAYO: Right.

12 THE COURT: We had already admitted 213, so -- but
13 so it's 208 to 212?

14 MR. MAYO: Right.

15 THE COURT: Okay.

16 MR. PAGE: I don't have anything beyond that because
17 you haven't received those exhibits yet (indiscernible).

18 THE COURT: No, but the only -- anything else I
19 think is -- it's only 213, right? Is there anything beyond
20 213?

21 MR. PAGE: Oh, yes. Yes. (Indiscernible) --

22 THE COURT: Oh, yeah, there's 216, 217, right?

23 MR. MAYO: Correct. Those are the only two. And
24 those again are just statements.

1 THE COURT: All right. So we want to make sure that
2 anything beyond 212 is also admitted. Okay. Oy, oy, oy.
3 Okay. All right.

4 (Plaintiff's Exhibits 213 through 217 admitted)

5 MR. MAYO: Thank you, Your Honor. Appreciate your
6 patience.

7 THE COURT: I know it's a little -- it's a little --
8 it's a little funky, but we'll get it. So we had 207, we'll
9 now have 208 through 212.

10 (Plaintiff's Exhibits 208 through 212 admitted)

11 THE COURT: We have 213 already admitted, and
12 anything beyond 212 or 213 will also be admitted. I think
13 they're going to be numbered 216, 217. If there's anything in
14 between, we'll let that in, too, if they're those statements.

15 MR. MAYO: Right. Okay.

16 THE COURT: Okay. All right, guys. I think we've
17 got it.

18 MR. MAYO: Thank you. So what time are we coming
19 back on Thursday?

20 THE COURT: Let's do -- hold on. Let me look at my
21 calendar. Probably be 1:30, but let me make sure. Yeah,
22 let's do 1:30.

23 MR. MAYO: Okay. 1:30.

24 MR. PAGE: I want to double check real quick here on

1 Black's suggesting new numbering.

2 THE COURT: No Judge Henderson quick hearings for
3 you.

4 MR. MAYO: Anytime either he or I say Judge
5 Henderson and quick hearing (indiscernible) --

6 THE COURT: That's a no-go. Yeah, that doesn't
7 really -- they don't go hand in hand.

8 MR. PAGE: I think the first one I did in the
9 morning, that was okay. The second one I knew it was going to
10 be just a bear of a hearing.

11 THE COURT: Yeah, it was long.

12 MR. MAYO: All right. Anything else?

13 THE COURT: No. Is that okay with Mr. Page? I
14 wasn't sure if he said it was all right.

15 MR. PAGE: All right. I don't think I have any --
16 I'm sorry, what's that?

17 THE COURT: No, that's it. Can you do it on the
18 17th at 1:30?

19 MR. PAGE: Yes, 1:30.

20 THE COURT: Cool. All right, guys. We'll talk to
21 you then.

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

23 MR. PAGE: Okay.

24 THE COURT: Thanks. Thanks.

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MR. PAGE: (Indiscernible).

THE COURT: Have a good day. Have a good weekend.

Bye.

MR. PAGE: Okay.

(PROCEEDINGS CONCLUDED AT 5:13:11)

* * * * *

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

/s/ Lee Ann Nussbaum
LEE ANN NUSSBAUM, CET
Certified Electronic Transcriber

1 TRANS

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CLERK OF COURT

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5 EIGHTH JUDICIAL DISTRICT COURT

6 FAMILY DIVISION

7 CLARK COUNTY, NEVADA

9 DAVID PATRICK STUCKE,)

10 Plaintiff,)

11 vs.)

12 CHRISTIE LEEANN STUCKE,)

13 Defendant.)

CASE NO. D-18-580621-D

DEPT. F

APPEAL NO. 82723

(SEALED)

15 BEFORE THE HONORABLE BILL HENDERSON
16 DISTRICT COURT JUDGE

17 TRANSCRIPT RE: NON-JURY TRIAL

18 THURSDAY, DECEMBER 17, 2020

1 APPEARANCES:

2 The Plaintiff: DAVID PATRICK STUCKE
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1 LAS VEGAS, NEVADA

THURSDAY, DECEMBER 17, 2020

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

3 (PROCEEDINGS BEGAN AT 1:33:45 P.M.)

4

5 THE COURT: All right. We're on the record in the
6 Stucke matter case D-580621. Counsel, state your appearances
7 for the record, please.

8 MR. MAYO: Good afternoon, Your Honor. Vince Mayo
9 of bar number 8564 on behalf of David Stucke, the Plaintiff,
10 who's also appearing through BlueJeans.

11 THE COURT: Mr. Page, you're muted. Mr. Page is
12 muted.

13 MR. PAGE: Good afternoon. Fred Page, bar number is
14 6080, on behalf of Ms. Stucke who's present with me.

15 THE COURT: Great. Thank you. All right, guys. So
16 the time is set for the closing arguments. Just so you know,
17 we finally got all of the exhibits from the last couple of
18 days. We did -- everybody went in search of and finally
19 they're uploaded into the system and saved down and printed
20 out so they're all here. Okay?

21 MR. MAYO: Wonderful.

22 THE COURT: Yeah, we got them and found them. It
23 took a bit -- it took a bit, but we found them. So because
24 some were in some places and some were in others, but they're

1 all in one place now. So -- so Mr. Mayo, you're up. Do you
2 want to get started?

3 MR. MAYO: Yes, Your Honor. Thank you.

4 The COURT: Okay. Uh-huh.

5 MR. MAYO: Your Honor, first of all I want to
6 address the issue of custody as, obviously, the most important
7 issue that we have.

8 Due to numerous issues affecting custody and the
9 substantial amount of testimony and documentation in this
10 case, Dr. Paglini was retained to conduct the custody
11 evaluation. Dr. Paglini made a number of findings in regard
12 to both parties and their ability to care for their minor
13 children.

14 In regard to David, Dr. Paglini found David to be a
15 thoughtful individual, patient, attentive, a loving father.
16 Dr. Paglini further stated David is very caring towards the
17 children, focuses on helping them through their problems, has
18 a teacher's mentality in terms of the children, plays with
19 them, provides them creative experiences, and tries to have a
20 bonded life with them.

21 What Dr. Paglini believes -- that Christie cares for
22 her children. He did state that there were concerning mental
23 health issues in regards to Christie that he believes need to
24 be addressed. These include: emotional dysfunction, being

1 verbally and physically aggressive towards David in front of
2 the children, speaking badly of David in the presence of the
3 children, exhibiting some borderline features and history of
4 being difficult in regards to working with David, especially
5 in emotional situations.

6 As a result, Dr. Paglini recommended the following.
7 That Christie attend and complete an extensive anger
8 management program. That Christie use therapy to learn to
9 regulate her emotions in therapy, especially in the context of
10 co-parenting and raising children; instead of focusing on
11 Christie being a victim, which Dr. Paglini stated he believes
12 Christie's therapy has focused on. And that Christie complete
13 an extensive co-parenting class.

14 Dr. Paglini recommends that until Christie completes
15 his recommendations, that David have the children 60 percent
16 of the time and that Christie have the children 40 percent of
17 the time. Dr. Paglini has recommended that as for the
18 vacation time, the parties have the children for a max of one
19 week at a time. This is due to their ages. Going to two
20 weeks without seeing the other parents in Dr. Paglini's
21 opinion is too long of a period of time. David would request
22 that this apply to Christmas break as well since last year and
23 again this year, David will go over a week without seeing the
24 children.

1 However, Dr. Paglini did find that Christie's claims
2 of sexual abuse of Sarah by David and accusation of rape of
3 Christie by David were serious accusations to make, and that
4 the Court should determine if Christie made these claims for
5 secondary objections; i.e., to obtain an advantage in the
6 divorce. Dr. Paglini stated the Court should address this
7 matter. And if the Court finds Christie did, her doing so
8 would, quote, be the ultimate act of parental alienation and
9 would warrant David receiving primary custody.

10 Based on the evidence presented at trial, there's no
11 doubt that Christie made false accusations of abuse and rape
12 by David to further her own goals in this case. First of all
13 is the issue in regards to the alleged abuse of Sarah by
14 David. The evidence established at trial that prior to the
15 divorce, there was never any allegation of abuse by David. It
16 was only after David filed for the divorce that Christie
17 started to make these claims. Dr. Paglini stated there were
18 two possibilities for Christie doing so. Either A) Christie
19 was being an overly concerned mother or B) Christie made the
20 accusations for secondary advantage. After reviewing the
21 evidence presented, it is clear that it was for the latter.
22 And in doing so was reckless, harmful to David and to the
23 child's relationship and evidence is that Christie is not in a
24 position to have joint custody.

1 These allegations originally rose during the July
2 31, 2020, child exchange. At which time David unbuckled Sarah
3 from her car seat, resulting in Sarah stating that David had
4 touched her pee pee. This was her terminology that she used
5 going forward. Instead of talking to David about this event
6 like a normal parent, Christie becomes proactive in terms of
7 trying to exploit the statement and then takes the child to
8 the pediatrician's office. Again, doesn't confer with David
9 as you would normally expect in a parent who is trying to act
10 in good faith and trying to uncover the truth to the matter.
11 The other parent is the best way to go about doing so,
12 especially in situation we have a three-year-old making a
13 representation like this. Assuming it's the three-year-old's
14 own statement and not a statement from Christie.

15 At any rate, when the medical staff greets Sarah,
16 the testimony was that the child instantly and strangely told
17 them that her father touched her pee pee. Being that Sarah
18 told the medical staff this without them prompting, it's clear
19 that Sarah was told by Christie to make this statement.
20 Afterwards, when the nurse practitioner had Sarah on the
21 weight scale, Sarah aglain (sic) -- again blurted out these
22 statements, five to 10 times it was reported. The nurse
23 practitioner found this to be very unusual.

24 When Sarah finally saw the doctor, the nurse

1 practitioner stated that Sarah did not say anything until
2 Christie said to Sarah, don't you want to tell the doctor
3 something. Dr. Paglini, while clarifying the statement,
4 nevertheless, said that this was something that was -- that
5 Sarah was prompted to say by Christie in terms of having to
6 tell her to do so.

7 The medical staff did examine Sarah and examine was
8 normal. Dr. Paglini, Donna Wilburn the child's counselor, Ms.
9 Tiffany Keith from CPS, the investigator, all concluded Sarah
10 is happy and comfortable in her father's care. While she was
11 observed giving him hugs and kisses and feeling secure in his
12 presence, when he was -- she was observed with him by these
13 individuals. They also reported Sarah and David were very
14 bonded. Dr. Paglini testified this is not what one sees in a
15 child who is being sexually abused.

16 Further, Sarah never verbalized any abuse or
17 inappropriate behavior by David to Dr. Paglini, Ms. Wilburn,
18 or Ms. Keith. The fact that Sarah did not do so when Ms.
19 Wilburn -- we should note -- was seeing Sarah for nine months
20 at the alleged claims occurred is of utmost importance.
21 Again, there is never any statement by Sarah in regards to
22 anything that was inappropriate. And Sarah never made any
23 statements in regards to touching when Christie wasn't
24 present. This is of note.

1 Ms. Di Lauro, the marriage counselor, never heard
2 anything about any abuse or inappropriate behavior by the
3 parties toward the children in the six months she saw the
4 parties prior to the divorce. Further, it was David who
5 actually asked this Court to appoint a therapist. This is
6 back in the October hearing of last year for Sarah to see
7 someone. Something that you do not see in a person who would
8 ordinarily -- it'd be in -- in their -- not be in their best
9 interest to do. David also paid for the cost of the
10 counseling.

11 Now, again, it's -- well, something new. It's note
12 that several third parties are suspicious of Christie's
13 involvement behind the statements made by Sarah. Ms. Keith
14 stated that due to the disconnect between what Sarah
15 previously stated and how she was with her father, she
16 wondered if someone was influencing Sarah. CPS told Christie
17 that they suspected that she was potentially coaching Sarah.
18 Christie wasn't willing to have Sarah undergo a sex assault
19 exam despite Christie claiming that David did assault Sarah.
20 Sarah has never told anyone David touched her in any
21 inappropriate way. Again, I said it's -- when Christie was
22 not present.

23 Further, and during the second time Sarah made the
24 statements of the exchange, Christie was, coincidentally,

1 recording the exchange. Being that Christie had no reason to
2 do so, this is very suspicious. Also, following CPS closing
3 their investigation and finding Christie's claims of abuse by
4 Sarah as unsubstantiated, Sarah did not make any more claims
5 in regards to David touching her to any third party.

6 Dr. Paglini stated, again, one rarely sees this.
7 Dr. Paglini added that if Sarah stated that her mother makes
8 her keep secrets and Sarah doesn't like to do so, this would
9 be a concern for him. And this was the offer of proof that
10 was made to the Court.

11 Now, Christie had the motive and the willingness to
12 push these allegations. As Wilburn stated, Christie is overly
13 emotionally dramatic based on her first-hand contact with
14 Christie. Several mental health providers, including Christie
15 herself, has stated that she suffers from borderline
16 personality features and that this makes it easier for
17 Christie to cross borders that she should not cross.

18 An example of this was Ms. Wilburn stating that
19 Christie is fixated on David and was continuously fixated on
20 him during the counseling sessions and did not hesitate to
21 speak badly of him in Sarah's presence. In fact, Christie did
22 so even after Ms. Wilburn tried to get her to stop. Ms.
23 Wilburn added that if Christie speaks negatively of David
24 during these sessions when Sarah is present, she opined that

1 Christie definitely does -- Christie does so at home when
2 she's with her.

3 Again, there's the issue of -- of Christie's
4 emotional dysfunction which exasperates her ability to deal
5 with stress, especially stress related to her and David not
6 being able to address issues. Christie was very angry with
7 David over her belief that David allegedly had an affair on
8 her and she was even angry about the fact that he would not
9 reconcile with her after he filed for the divorce and that he
10 wasn't agreeable to dismissing the divorce.

11 Dr. Paglini and Christie's prior counselor, Ms.
12 Mount (ph), both reported that Christie has extreme fears of
13 losing her children. This was stated several times and,
14 obviously, this is a major concern in regards to Christie's
15 motivation. Dr. Paglini stated that is not unusual for a
16 parent to make claims of misconduct by the other parent in
17 order to deflect from their own issues or out of fear, such as
18 losing their children. And that to gain leverage in the
19 divorce, or as a way of getting revenge on the other parent
20 for something that they believe the other parent has done that
21 has hurt them so deeply that they must respond in the way they
22 believe isn't kind. The fact Dr. Paglini recommended that
23 Christie undergo an extensive anger management class is very
24 telling.

1 We also can't overlook the fact that Christie has
2 done this before. Christie accused her prior husband, Mr.
3 Hensel (ph), of abusing the children in response to him
4 seeking custody of them. Christie never proved her claims.
5 In fact, the CPS worker in Florida found that Christie was
6 involved who -- one who was involved with a physical
7 altercation with her son.

8 If Christie were just an overly concerned parent,
9 she would have dropped the issue upon everyone, concluding
10 that there was no evidence of any inappropriate behavior by
11 David, or at the very least had reasons to doubt the veracity
12 of her child statements. Again, assuming the child herself
13 said it without any prompting from Christie. Instead, Dr.
14 Paglini stated this, CPS did, the doctors, the police, Sarah's
15 counselor, not finding any evidence of sexual abuse.
16 Christie, nevertheless, states that she firmly believes David
17 sexually abused Sarah.

18 Dr. Paglini stated that there's a difference between
19 a mother being overly concerned for their child and a mother
20 who is systemically pushing an agenda despite the lack of
21 evidence. By stating so, obviously, the red flags are
22 apparent in this case in regards to Christie's motivation.
23 Again, Dr. Paglini added that in the absence of any logical or
24 sensible explanation, or why Christie's claim that she firmly

1 believes David did so, it could be a secondary motive agenda
2 by Christie to make these accusations. That's precisely what
3 we have in this case, or heard evidence that Christie had told
4 third parties of David is a pedofile. An overly concerned
5 parent would not make such a terrible and horrible personally
6 damaging statement with no proof of saying.

7 In her June 2020 filing, after everyone had
8 concluded there was no proof of any inappropriate behavior by
9 David towards Sarah, Christie still requested that she be
10 awarded primary physical custody, quote, in case there is any
11 future aboos (sic) -- abuse. Not having a base for custody,
12 Christie was trying and using her disproving claims of abuse
13 to try to demand primary physical custody. That's a position
14 that's completely selfish in David's eyes and it should be in
15 the eyes of the Court, and reveals that Christie will do
16 whatever she can to do so. She's done it in the past with her
17 prior husband. She's done it with David in this case. And
18 David firmly believes it will happen again in the future when
19 there's a -- there's a conflict where Christie cannot have her
20 way. She will become combative. And she will come back at
21 David, and that she will make these claims again.

22 Based on this information, it's beyond doubt that
23 Christie was the one who A) either prompted Sarah -- make
24 these statements or B) push Sarah's statements beyond what