

IN THE SUPREME COURT OF THE STATE OF NEVADA

LAW OFFICE OF DAN M. WINDER  
P.C., a domestic professional  
corporation, and DAN M. WINDER,  
an individual,  
Petitioners

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Jul 13 2021 09:22 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

v.

The Eighth Judicial District Court of  
the State of Nevada, IN AND FOR the  
COUNTY OF CLARK; and the  
Honorable Gloria J. Sturman, District  
Judge Department 26,  
Respondents;

And

Lavelle P. Atkinson and Sheila  
Atkinson, Real Parties in Interest.

PETITION FOR WRIT OF MANDAMUS  
Mandating the Eighth Judicial District Court, Clark County  
The Honorable Gloria J. Sturman District Judge  
Grant Summary Judgment to Petitioners in  
District Court Case No. A-19-804902-C

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**PETITIONERS' APPENDIX VOLUME 3 of 5**

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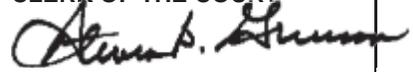
Attorney for the Winder Petitioners

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13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

16 LAVELLE P. ATKINSON, SHEILA  
ATKINSON, individuals,

17 Plaintiffs,

18 vs.

19 CHARLES BROWN, an individual; STACY  
20 BROWN, an individual; LAW OFFICE OF DAN  
M WINDER, P.C., a domestic professional  
21 corporation; DAN M. WINDER, an individual;  
DOES I through X; and ROE CORPORATIONS  
22 I through X, inclusive.

23 Defendants.  
24

Case No.: A-19-804902-C  
Dept. No.: XXVI

**PLAINTIFFS' OPPOSITION TO WINDER  
DEFENDANTS' MOTION FOR  
SUMMARY JUDGMENT**

Hearing Date: June 15, 2021  
Hearing Time: 9:30 a.m.

25 Plaintiffs Lavelle P. Atkinson and Sheila Atkinson (collectively "Plaintiffs" or the  
26 "Atkinsons"), by and through their attorneys of record, hereby file this opposition to the Winder  
27 Defendants' motion for summary judgment. This opposition is made and based upon the  
28 memorandum of authorities, the exhibits attached hereto, the papers and pleadings on file in this

1 matter, and any oral argument the Court entertains at the hearing.

2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 This matter involves defaulted defendant Charles Brown’s fraudulent attempt to force elderly  
5 plaintiffs Lavelle and Sheila Atkinson to “sell” Mr. Brown the commercial property (“Property”) they  
6 own – without Mr. Brown actually paying any consideration for the property. When the Atkinsons  
7 refused to transfer their property to Mr. Brown for free, Mr. Brown sued them (the “First Litigation”).

8 The discovery period of the First Litigation exposed the many layers of Mr. Brown’s  
9 deception, and the involvement of others who were conspiring with him. This included Mr. Brown  
10 disclosing fake loan qualification documents that indicated Mr. Brown’s wife, defaulted defendant  
11 Stacy Brown, had approved for a loan in the amount of \$200,000 in order to purchase the Property.  
12 The Atkinsons obtained an affidavit from the mortgage loan company that supposedly approved the  
13 loan, which confirmed that the documents Mr. Brown produced in discovery were “clearly forged and  
14 different from our true letterhead.”

15 Near the end of discovery in the First Litigation, the Atkinsons obtained evidence strongly  
16 implicating Mr. Brown’s attorney (Dan M. Winder) and the Winder Law Office (collectively the  
17 “Winder Defendants”) to Mr. Brown’s scheme. This evidence showed that the Winder Defendants  
18 went far beyond merely providing legal representation for Mr. Brown, as they were actively – and  
19 financially – invested in helping Mr. Brown achieve the unlawful goal of converting the Atkinsons’  
20 property, including before taking on Mr. Brown as a client.

21 Specifically, it was revealed that in August 2017, *before* there was any attorney-client  
22 relationship between the Winder Defendants and Mr. Brown, the Winder Defendants cut a \$1,000  
23 check for an appraisal of the Atkinsons’ Property. The check indicates that it is from the “Law Office  
24 of Dan M Winder P.C.,” and defendant Dan M. Winder has admitted to signing off on the check and  
25 personally loaning those funds to Mr. Brown.

26 The Winder Defendants also cut a \$1,000 check to a lending company which does not handle  
27 escrow services at all, and attempted to pass that check off as “proof” that escrow was deposited,  
28 simply because they wrote “Escrow” in the memo line of the check. The lending company has since

1 confirmed that the check was actually paying for a loan application, and the lending company “never  
2 opened escrow on behalf of Mr. Brown nor received any escrow funds.” Disturbingly, that has not  
3 stopped the Winder Defendants from insisting otherwise, all as part of their scheme to try to help  
4 Charles Brown obtain the Atkinsons’ Property through illegal means without actually paying for it.

5 Tellingly, at no point in the First Litigation did Mr. Brown or Mr. Winder voluntarily disclose  
6 Mr. Winder’s involvement (along his law firm’s involvement) in the underlying attempt to legitimize  
7 a fraudulent property purchase transaction. The Atkinsons had to find this out on their own in  
8 discovery of the First Litigation through subpoenas.

9 The Winder Defendants did not conduct any depositions or written discovery on behalf of  
10 Charles Brown in the First Litigation, which was easily disposed of on summary judgment, with Dan  
11 Winder getting caught lying in open court about the fact that Charles Brown never deposited any  
12 money into an escrow account. The district court opted to dismiss the First Litigation in order to allow  
13 the Atkinsons to pursue their claims against the Winder Defendants in a separate action, which is how  
14 this instant action arose.

15 The Atkinsons have asserted the following claims against the Winder Defendants: (1) civil  
16 conspiracy; (2) concert of action; and (3) aiding and abetting fraudulent misrepresentation or in the  
17 alternative aiding and abetting negligent misrepresentation. *See Complaint, on file.*

18 Through their motion for summary judgment, the Winder Defendants have regurgitated their  
19 failed argument previously made in their motion to dismiss that the Atkinsons’ claims in this action  
20 are somehow barred by claim preclusion (even though the Winder Defendants were not parties to any  
21 claims in the First Litigation). This Court has already rejected those arguments and denied the Winder  
22 Defendants’ motion to dismiss in its entirety. Contrary to the Winder Defendants’ representations,  
23 the Court in the First Litigation never held that the Atkinsons were “disallowed” from pursuing claims  
24 against the Winder Defendants in a separate action.

25 The Winder Defendants also insist that the alleged lack of any duty that the Winder Defendants  
26 owed to the Atkinsons completely absolves them of any liability in this matter. That too, is incorrect,  
27 as Nevada “does not require that each conspirator owe an independent duty to the plaintiff to support  
28 a civil conspiracy claim.” *See Boorman v. Nevada Mem'l Cremation Soc'y, Inc.*, 772 F. Supp. 2d

1 1309, 1315 (D. Nev. 2011).

2 The Winder Defendants also argue that the Atkinsons have no admissible evidence proving  
3 their claim for attorney fees. That too, is incorrect, as the Atkinsons have produced their attorney fee  
4 invoices, along with declarations from their counsel authenticating such invoices in order to  
5 substantiate the attorneys' fee component of their damages.

6 All of the Winder Defendants' arguments fail, and the fact that they are trying to hide the ball  
7 on how heavily (and financially) involved they were in helping Charles Brown with his scheme only  
8 underscores why summary judgment should not be granted in their favor. There are not only  
9 undisputed facts that clearly preclude summary judgment, but also disputed facts that the Winder  
10 Defendants themselves created by failing to keep their story straight as to why they were financially  
11 helping and partnering with Charles Brown on this transaction with the Atkinsons. Accordingly, the  
12 Court should deny the Winder Defendants' motion for summary judgment.

13 **II. STATEMENT OF UNDISPUTED FACTS**

14 1. The commercial real property at issue in this case is located at 2315 North Decatur  
15 Blvd., Las Vegas, Nevada, 89108, with Assessor's Parcel Number 138-24-511-034 (the Commercial  
16 Property). See Plaintiff's Complaint at ¶ 10; **Exhibit 1**, Purchase Agreement.

17 2. Defendants, 78 year-old Lavelle Atkinson and 77 year-old Sheila Atkinson have  
18 owned the commercial property located at 2315 North Decatur Blvd., Las Vegas, Nevada, 89108,  
19 with Assessor's Parcel Number 138-24-511-034 (the "Commercial Property") since at least the year  
20 2000. See **Exhibit 2**, Portion of Deed of Trust.<sup>1</sup>

21 3. Prior to selling it in 2021, the Atkinsons' primary residence was located at 5288  
22 Auburn Avenue, Las Vegas, Nevada 89108 (the "Residential Property") which is geographically close  
23 to their Commercial Property. See **Exhibit 3**, Deposition Transcript of Sheila Atkinson at pp. 94-98.

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24  
25 <sup>1</sup> A party may utilize judicial notice as a method to establish facts where the facts are  
26 "[c]apable of accurate and ready determination by resort to sources whose accuracy cannot reasonably  
27 be questioned, so that the [facts are] not subject to reasonable dispute." NRS 47.130(2). Matter  
28 matters of public record are subject to judicial notice. See, e.g., *Breliant v. Preferred Equities Corp.*,  
109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993) (holding that a court may consider matters of public  
record).

1           4.       In the summer of 2017, Charles Brown, who did not previously know the Atkinsons,  
2 began walking around the neighborhood and coming up to the Atkinsons' Residential Property and  
3 indicating that he had an interest in purchasing the Atkinsons' Commercial Property, which was not  
4 listed for sale. See Ex. 3 at p. 14; see also, **Exhibit 4**, Deposition Transcript of Charles Brown at pp.  
5 22-24.

6           5.       Sheila Atkinson was hesitant about selling the Commercial Property to just anyone,  
7 but she relied on Charles Brown's representations that he would be using the Commercial Property  
8 for a family business. Ex. 3 at pp. 15-16.

9           6.       In July 2017, the Atkinsons agreed to sell their Commercial Property to Charles Brown.  
10 Ex. 3 at . 17.

11           7.       Charles Brown told Sheila Atkinson that he had a "**partner**" involved, specifically his  
12 "attorney" Dan Winder, and that "they worked together" and that Mr. Winder "was going to make the  
13 papers out" for the sale of the Commercial Property. Ex. 3 at pp. 18-19. (Mrs. Atkinson testifying  
14 that Charles Brown stated that "the guy that wants to buy this place . . . it's his partner."). See also,  
15 Ex. 3 at p. 20 (Mrs. Atkinson testifying: "That was when we decided to sell it to him, and that's when  
16 he told me he had this attorney and that he would draw up the papers."). See also **Ex. 29**, Declaration.

17           8.       Mrs. Atkinson testified that on numerous occasions Charles Brown referred to his  
18 attorney Dan Winder as his "partner" who was helping him purchase the Commercial Property, and  
19 that they worked together to purchase properties. See Ex. 3 at pp. 21 and 54-55 ("He said that they .  
20 . . did these things all over.").

21           9.       On or around July 2017, the Atkinsons and Charles Brown executed a Purchase  
22 Agreement for the Commercial Property. Ex. 1.

23           10.      The Purchase Agreement lists a purchase price of \$100,000 "payable in cash at  
24 Closing." Ex. 1 at Bates #00002.

25           11.      Per the Purchase Agreement, within two business days of the "Effective Date," (which  
26 is later defined as the date that the Purchase Agreement is executed by both Purchase and Seller and  
27 delivered to Escrow Agent) Charles Brown was required to deposit a \$1,000 down payment to an  
28 Escrow Agent. Ex. 1 at Bates #00002.

1           12.     Page 6 of the Purchase Agreement indicates that Charles Brown executed the  
2 agreement on July 6, 2017, and the Atkinsons executed the agreement on July 20, 2017. Ex. 1 at Bates  
3 #00007.

4           13.     Charles Brown has admitted to going to the Atkinsons' residence "maybe eight" times  
5 before finally wearing them down and getting them to sign the agreement. Ex. 4 at pp. 31-32.

6           14.     The full title of the Purchase Agreement is "Purchase Agreement and Joint Escrow  
7 Instructions") but in the first paragraph of the Purchase Agreement, the "Escrow Agent" is not actually  
8 identified, but is simply listed as "Selected by buyer." Ex. 1 at Bates #00002.

9           15.     The Purchase Agreement states that the "Closing of the sale of the Property by Seller  
10 to Purchaser shall occur on or before Thirty (30) days after the Feasibility Period." Ex. 1 at Bates  
11 #00003.

12          16.     The Purchase Agreement defines the "Feasibility Period" as beginning on the Effective  
13 Date and expiring forty-five days thereafter. Ex. 1 at Bates #00003.

14          17.     As the purchaser, the Charles Brown's obligation at the closing of the sale was to "pay  
15 the Purchase Price in cash (or by Certified Check, wire transfer of funds into Escrow, all of which  
16 shall constitute "cash" for purpose of this Agreement)." Ex. 1 at Bates #00004.

17          18.     It is undisputed that no evidence has ever been provided proving that Charles Brown  
18 transferred any funds into an escrow account for purchase of the Commercial Property.

19          19.     The following is Charles Brown's testimony about meeting with the Atkinsons to  
20 discuss the sale of the Property:

21           Q:     Okay. And in that – so then you went to their house; is that correct?

22           A:     **Yeah.**

23           Q:     Okay. And what did you say?

24           A:     **I don't remember.**

25           Q:     You don't remember what you said?

26           A:     **(Witness shakes head.)**

27           Q:     You showed up at their door, and you have no idea what you said?

28           A:     **No.**

1 Q: Did you say anything related to the property?

2 A: **Oh. I kind of remember now.**

3 Q: Oh, great.

4 A: **I asked them did they want to sell it.**

5 Q: Okay. And what did they say?

6 A: **“Yes.”**

7 Ex. 4 at p. 29.

8 20. Charles Brown testified that he was planning on buying the Commercial Property for  
9 himself (first saying “I was going to rent it out” and then contradicting himself and saying “I was  
10 going to acquire it and hold it”) and that he had “cash on hand to purchase the property.” Ex. 4 at pp.  
11 39-40.

12 21. Tellingly, Charles Brown also testified that he is unemployed, has not paid taxes in the  
13 last 10 years, does not have a valid driver’s license, and does not have a physical address because he  
14 lives in a mobile home. *See* Ex. 4 at pp. 4-5; 7-8; 14-15.

15 22. When asked how much cash he had on hand to purchase this Property, Charles Brown  
16 backtracked and responded as follows:

17 Q: Okay. Did you have cash on hand to purchase the property?

18 A: **Yes.**

19 Q: How much cash did you have?

20 A: **I had investors. So whatever was needed was just a contract that needed to be  
21 drawn up.**

22 Q: Who were your investors?

23 A: **It’s different ones.**

24 Q: Who were your investors for this particular property?

25 A: **It’s different ones.**

26 Q: So you’re saying that you don’t have any specific ones for this property?

27 A: **No.**

28 Q: So you hadn’t identified an investor yet?

1           **A:    No.**  
2           Ex. 4 at pp. 40-41.

3           23.     As such, Charles Brown testified that he did not actually have the investors he needed  
4           to help him purchase the Commercial Property, even though, per the Purchase Agreement, Charles  
5           Brown was required to purchase in cash of \$100,000 at closing. Ex. 4 at Bates #00004.

6           24.     A few weeks after the execution of the Purchase Agreement, in an attempt to get around  
7           actually paying for the Commercial Property, Charles Brown presented a brand new document to the  
8           Atkinsons, entitled a “Promissory Note,” which indicated that the Atkinsons would be lending  
9           \$100,000 to Charles Brown’s wife, Stacy Brown (the borrower), so that she could purchase the  
10          Commercial Property. *See Exhibit 5* “Promissory Note.” *See also*, Ex. 3 at p. 27 (Sheila Atkinson  
11          testifying that Charles Brown “brought me another [document] to my house and, said I’m going to  
12          change this to my – to my wife because she can get more money.”).

13          25.     Sheila Atkinson has testified that when Charles Brown brought the “Promissory Note”  
14          for her to sign, he kept pressuring her by saying that they now had the money and “They are waiting”  
15          for her to sign it.” Ex. 3 at p. 28.

16          26.     Naturally, the Atkinsons refused to sign a Promissory Note which would have required  
17          them to loan Charles Brown’s wife money to purchase their Commercial Property. Ex. 3 at pp. 28-  
18          29 (Mrs. Atkinson testifying “And so, I said to . . . Charlie, I am not going to sign this.”).

19          27.     After the Atkinsons refused to execute the Promissory Note, **Charles Brown told**  
20          **Sheila Atkinson that his “partner” Dan Winder was mad “because it had cost him money.”** Ex.  
21          3 at pp. 37-38. Mrs. Atkinson testified:

22                 I got mad with him. And he said that he had done a lot of things with that partner  
23                 and then that partner was mad because he -- he should have his money. But I said,  
24                 you guys, you didn’t put any money in. There is no money. I’ve never ever been  
25                 shown that you have any money to put anywhere.  
26                 Ex. 3 at p. 38.

27          28.     Mrs. Atkinson testified that Charles Brown was unambiguously referring to attorney  
28          Dan Winder when he referenced his partner, and that his partner Dan Winder was involved in drafting  
up the agreements and was getting angry that the Atkinsons were not signing off on the Promissory  
Note.

1 **A. No, he was referring . . . [to] Mr. Winder, the guy that was his partner.**

2 Q. Did he ever refer to his partner as Mr. Winder?

3 A. **Yes. Yes.** He told me the guy that met – that made up that first one [Purchase Agreement],  
4 and then they knew they had – somebody had made sure that was good. And so they came up  
5 with a second one [Promissory Note] thinking, well, they have got the money ready. They’ve got  
6 the money ready. So sign this. Sign this.

7 Ex. 3 at p. 40. *See also*, Ex. 3 at p. 186 (Sheila Atkinson authenticating the Promissory Note document  
8 that Charles Brown and Dan Winder wanted her to execute).

9 29. After the Atkinsons refused to execute the Promissory Note, Charles Brown and the  
10 Winder Defendants retaliated by sending a threatening letter to the Atkinsons in December 2017 on  
11 Dan Winder’s law firm’s letterhead. *See Exhibit 6*, December 2017 Letter from Law Office of Dan  
12 M. Winder, P.C.

13 30. Winder Law Office’s December 2017 letter states that “for reasons unknown the sale  
14 of the property has not closed as of this date.” Ex. 6.

15 31. Winder Law Office’s December 2017 letter states that it is a “formal demand upon you  
16 to finalize the closure of the sale of the property,” without providing any details as to what the  
17 Atkinsons were supposed to do in order to “close” the sale of the Commercial Property. Ex. 6.

18 32. In order to avoid detection, Dan Winder had an employee, Arnold Weinstock, Esq.  
19 sign off on the December 2017 letter. Ex. 6.

20 33. Arnold Weinstock testified that Dan Winder asked him to draft the December 2017  
21 letter, but amazingly, Mr. Weinstock could not recall whether he actually reviewed the Purchase  
22 Agreement prior to drafting the letter. **Exhibit 7**, Deposition Transcript of Arnold Weinstock at pp.  
23 46-49.

24 Q: If the reason . . . the sale has not closed is for reasons unknown, why are you drafting  
25 this demand letter to the Atkinsons?

26 A: Because it was my hope that by reading this document, that the sale would have closed,  
27 that the Atkinsons would sign the appropriate documents to make sure that the sale  
28 closed. As I indicated in the letter, this letter is to be a formal demand upon them to

1 finalize the closure of the sale of the property.

2 **Q: So what documents are you talking about?**

3 **A: Whatever was necessary to close the sale of the property.**

4 **Q: So like what specifically?**

5 **A: I don't know. I don't recall.**

6 ...

7 Q: Prior to you sending out [the December 2017 letter], you never had a conversation with  
8 Charles Brown where Charles Brown told you he was demanding you send out this  
9 letter, correct?

10 A: Not that I recall.

11 Ex. 7 at pp. 49-52.

12 34. Arnold Weinstock openly admitted to threatening litigation against the Atkinsons even  
13 though he had no idea what the Atkinsons were supposed to do in order to “comply” with Winder  
14 Law Office’s December 2017 demand letter.

15 Q: So why were you threatening litigation against the Atkinsons in this letter?

16 A: That’s my job.

17 **Q: Okay. And you didn’t consider it necessary to determine exactly why the sale had**  
18 **not closed prior to threatening litigation?**

19 **A: No.**

20 Ex. 7 at pp. 59-60. Arnold Weinstock also admitted that he never had Charles Brown review the  
21 December 2017 letter prior to sending it out, and he never bothered emailing the letter to Charles  
22 Brown. Ex. 7 at p. 62.

23 35. Alarmingly, Arnold Weinstock, employee of Dan Winder Law Office, also admitted  
24 that he never even met Charles Brown until shortly before Charles Brown’s deposition in the First  
25 Litigation – meaning Mr. Weinstock never met Charles Brown prior to sending out the December  
26 2017 demand letter. Ex. 7 at p. 20.

27 36. The Atkinsons did not respond to the Winder Defendants’ attempted intimidation  
28 tactics.

1           37.     Undeterred, on May 18, 2018, the Winder Defendants filed a civil complaint on behalf  
2 of Charles Brown, suing the Atkinsons for alleged “breach of contract” regarding the Purchase  
3 Agreement for the sale of the Commercial Property. **Exhibit 8**, First Litigation Complaint.

4           38.     Notably, the First Litigation Complaint failed to mention anything about Dan Winder  
5 being Charles Brown’s “partner” and taking steps to help Charles Brown obtain the Commercial  
6 Property. Ex. 8.

7           39.     The First Litigation proceeded to arbitration discovery.

8           40.     In his initial disclosures in the First Litigation, Charles Brown (through the Winder  
9 Defendants) produced a “Pre-Approval Letter from Kelly Mortgage and Realty.” *See Exhibit 9*,  
10 Charles Brown’s Initial Disclosure Document; **Exhibit 10**, Kelly Mortgage Letter.

11          41.     The Kelly Mortgage Letter dated July 31, 2017, states “Congratulations, YOU ARE  
12 PRE-APPROVED!!!” Ex. 10.

13          42.     The Kelly Mortgage Letter does not state that Charles Brown was approved for a loan,  
14 but states that a “Stacey Brown” has been pre-approved for a loan with Kelly Mortgage and Realty,  
15 Inc. Ex. 10.

16          43.     The Kelly Mortgage Letter also curiously lists the Commercial Property’s address  
17 correctly, but then lists the purchase price as \$250,000, and the loan amount as \$200,000. Ex. 10.

18          44.     Charles Brown admitted to having seen the Kelly Mortgage Letter (that he produced),  
19 but then claimed he could not remember when he obtained the letter. Ex. 4 at 44-45.

20          45.     Charles Brown testified that he did supply information to Kelly Mortgage, saying he  
21 spoke to a Veda Williams from Kelly Mortgage and gave her “whatever they asked for,” and  
22 “Whatever she sent, said needed to be signed, I signed it.” Ex. 4 at pp. 42-44.

23          46.     Following Charles Brown’s deposition, the Atkinsons obtained an affidavit from Tracy  
24 L. Kelly (the President and Broker of Kelly Mortgage) which confirmed that Charles Brown was lying  
25 in his deposition about the Kelly Mortgage pre-approval letter. *See Exhibit 11*, Affidavit of Tracy L.  
26 Kelly. Specifically, Ms. Kelly indicated the following:

- 27                 • That the Kelly Mortgage Letter produced by Charles Brown (through his counsel the  
28 Winder Defendants) “was not produced by my office or anyone affiliated to it. The

1 letterhead and the location of the company address on the letter is clearly forged and  
2 different from our true letterhead.” Ex. 11;

- 3 • That “we have not handled a loan application for Stacy Brown” and further, “Kelly  
4 Mortgage and Realty, Inc. closed its doors in 2017,” and at the time the pre-approval  
5 was written, “I was in the process of closing out our existing pipeline of loans in  
6 Nevada.” Ex. 11;
- 7 • That “My assistant’s name is Veda Williams, but she is not a Mortgage Consultant  
8 and she did not sign the letter,” and that Ms. Kelly is the “only person who signs pre-  
9 approval letters.” Ex. 11;
- 10 • That the “signature line of the bottom of the page is a copy and paste job and not the  
11 same font as the rest of the document.” Ex. 11; and
- 12 • That “I have never processed a loan for the property located at 2315 N. Decatur  
13 Boulevard, in Las Vegas, Nevada,” and “I believe that the [Kelly Mortgage Letter]  
14 was falsified and fraudulently submitted as evidence of financing for the property  
15 located at 2315 N. Decatur Boulevard, in Las Vegas, Nevada.” Ex. 11.

16 47. Charles Brown claimed that “I had an appraisal done. The property was appraised at  
17 \$250,000. The property was appraised by Keith Harper of Las Vegas.” **Exhibit 12**, Charles Brown  
18 Interrogatory Responses at Resp. No. 12.

19 48. However, Charles Brown failed to produce that appraisal in the First Litigation, despite  
20 the Atkinsons affirmatively requesting its production in their Requests for Production of Documents.<sup>2</sup>

21 49. During his deposition, Charles Brown testified to obtaining an appraisal for the  
22 Property, but was unforthcoming in the details regarding that appraisal, claiming he did not remember  
23 where that appraisal is, who conducted the appraisal, or how much he paid for the appraisal. Ex. 4 at  
24 pp. 48-49; 66-68.

25 50. While Charles Brown failed to actually produce any appraisal in the First Litigation,  
26

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27 <sup>2</sup> See **Exhibit 13**, Responses to Requests for Production of Documents at Resp. No. 6, which  
28 correlates to Interrogatory No. 12, which relates to whether Charles Brown ever obtained an appraisal  
for the Property.

1 he did list Keith Harper, a “Certified General Appraiser” from Valuation Consultants in his NRCP  
2 16.1 disclosures. *See* Ex. 9. Charles Brown testified as follows:

3 Q: Do you know who Keith Harper is?

4 A: **Yes.**

5 Q: Who is he?

6 A: **He’s the appraiser.**

7 Q: Okay. When did you contact him?

8 A: **I don’t remember.**

9 Q: How did you pick Keith Harper as your appraiser?

10 A: **I just Googled.**

11 Q: Did you go to his office?

12 A: **No, not that I remember.**

13 Q: How did you contact him?

14 A: **I don’t remember.**

15 Q: How did you obtain the appraisal from him?

16 A: **I don’t remember.**

17 Q: How much did the appraisal cost you?

18 A: **I don’t remember.**

19 Q: Did you pay anything for it?

20 A: **Yeah.**

21 Ex. 3 at pp. 65-66.

22 51. On or around November 29, 2018, witness Keith Harper of Valuation Consultants  
23 produced the check he received for a down payment for an appraisal of the Commercial. **The check**  
24 **itself, which is dated August 7, 2017, indicates it is from the “Law Office of Dan M Winder” and**  
25 **Dan Winder, Esq. has admitted to signing off on the check. Exhibit 14, Check from Winder**  
26 **Defendants; Exhibit 15, Deposition Transcript of Dan Winder at p. 81.**

27 52. At no point did the Winder Defendants voluntarily disclose Dan Winder’s involvement  
28 (along with Dan Winder’s law firm’s involvement) in helping Charles Brown obtain a preliminary

1 appraisal letter for the Commercial Property.

2 53. Even worse, at no point was the preliminary appraisal letter that the Atkinsons'  
3 received via subpoena from Valuation Consultants ever disclosed by Charles Brown in the First  
4 Litigation. *See Exhibit 16*, Valuation Consultants Preliminary Appraisal Letter dated December 18,  
5 2018. Indeed, Arnold Weinstock, Esq., an attorney from Dan Winder's law firm, attended Charles  
6 Brown's deposition in the First Litigation and sat silent while Charles Brown was being questioned  
7 about the details and whereabouts of the appraisal that (unbeknownst to the Atkinsons at the time) the  
8 Winder Defendants paid for.

9 54. There is also no question that this preliminary appraisal letter was obtained in the midst  
10 of Charles Brown trying to acquire the property in the late summer of 2017. The check that the Winder  
11 Defendants issued is dated August 7, 2017, which is just 18 days after the Atkinsons executed the  
12 Purchase Agreement, and just 7 days after the date of the fraudulent Kelly Mortgage Letter. Ex. 14.

13 55. Even more concerning, the Winder Defendants have produced their representation  
14 agreement with Charles Brown which indicates that the Winder Defendants were not retained as  
15 counsel for Charles Brown until August 10, 2017 – three days after the Winder Defendants issued the  
16 “appraisal” check to Valuation Consultants. **Exhibit 17**, Representation Documents.

17 56. The Winder Defendants initially claimed in the First Litigation that they “loaned”  
18 Charles Brown the money for that preliminary appraisal letter. *See Exhibit 18*, Opposition to Motion  
19 to Amend and to Disqualify at p. 3 (“[Dan Winder] did lend the money to [Charles Brown] for the  
20 appraisal.”)

21 57. **The Winder Defendants then changed their story (creating their own issue of fact)**  
22 and contended in interrogatory responses in this litigation that they “made no loans to Mr. Brown.”  
23 *See Exhibit 19*, Dan Winder's Responses to Interrogatories at Resp. No. 15.

24 58. In an attempt to reconcile their own discrepancies, the Winder Defendants claimed at  
25 their deposition that the check they issued to Valuation Consultants was just “prepaying costs.” Ex.  
26 15 at pp. 82-83. But no explanation was ever provided as to why that check was never disclosed in  
27 the First Litigation.

28 Q: Now, going back to that check to Valuation Consultants that your law firm issued, why

1                   wasn't that check included in Charles Brown's disclosures in the [First Litigation]?

2           A:       I haven't reviewed all the disclosures in that [First Litigation], so I don't know whether  
3                   it was disclosed or not.

4           Q:       I will represent to you it was not disclosed by Charles Brown; and what we're trying  
5                   to figure out is, were you trying to keep it a secret from the Atkinsons that your law  
6                   firm had paid for that Valuation Consultants [appraisal]?

7           A:       I don't see what difference it makes. It's fronting costs. I don't keep—there's no  
8                   secret in me fronting costs. I front costs in lots of cases.

9           Q:       So is there any particular reason why you didn't voluntarily disclose it?

10          A:       I don't recall what was disclosed.

11          Ex. 15 at pp. 107-108.

12               59.       It became clear why the Winder Defendants and Charles Brown were not being  
13               forthcoming with the preliminary appraisal letter from Valuation Consultants, as the appraisal letter  
14               indicate that “this IS NOT an appraisal that conforms to the Uniform Standards of Professional  
15               Appraisal Practice (USPAP),” and the appraisal was completely based on the “extraordinary  
16               assumption” that a car company would lease the Commercial Property for five years at a rental rate  
17               of \$4,300.00 per month.” As Valuation Consultants' preliminary appraisal letter states: “If this  
18               extraordinary assumption, which is directly related to this specific assignment, is found to be false, it  
19               could alter the final opinions or conclusions.” Ex. 16.

20               60.       Keith Harper of Valuation Consultants has testified: “It is obvious with the luxury of  
21               hindsight that the Letter of Intent from BTO Unlimited, Inc. dba 1<sup>st</sup> Class Motors was never converted  
22               into a formal, legal lease. Therefore, the extraordinary assumption as found to be false and the final  
23               opinions or conclusions would be significantly altered.” Ex. 16 at ATKINSON0044.

24               61.       As such, there is no disputing that the Winder Defendants, way back in August of 2017,  
25               and before they had even executed any legal representation agreement with Charles Brown, were  
26               actively financially helping Charles Brown try to obtain the Atkinsons' Commercial Property by  
27               paying for a preliminary appraisal letter – which the Winder Defendants then withheld from the  
28               Atkinsons, who only found out about it from their own investigations in subpoena responses obtained

1 at the end of the First Litigation’s discovery period.

2           62.     At the January 17, 2019 summary judgment hearing in the First Litigation, Dan Winder  
3 appeared on behalf of Charles Brown. *See Exhibit 20*, MSJ Hearing Transcript.

4           63.     At the January 17, 2019 summary judgment hearing in the First Litigation, the Court  
5 held that the Kelly Mortgage Loan “approval letter” was “a fraudulent document.” Ex. 20 at p. 3.

6           64.     At the January 17, 2019 summary judgment hearing in the First Litigation, Dan Winder  
7 talked in circles regarding whether any money was ever put into an escrow account:

8           THE COURT: Was the escrow ever opened?

9           **Mr. Winder: Yes, Your Honor.**

10          THE COURT: Where?

11          **Mr. Winder: And I believe that there’s the ---**

12          THE COURT: Where? Just give me the title company.

13          **Mr. Winder: I don’t have the name of that offhand, Your Honor. I mean, I apologize.**

14          **I can –**

15          THE COURT: Well your client never – there was an earnest money deposit of \$1,000, right?

16          **Mr. Winder: Correct, Your Honor.**

17          THE COURT: Did he put that in escrow?

18          **Mr. Winder: Yes, Your Honor.**

19          THE COURT: Where?

20          **Mr. Winder: And I don’t have that name offhand, Your Honor, I can recall but I –**

21          THE COURT: He never put \$1,000 in escrow, did he?

22          **Mr. Winder: I’m almost positive he did, Your Honor, and we can – the --**

23          THE COURT: I haven’t seen any evidence of that \$1,000 being deposited and you don’t know  
24 where it was.

25          ...

26          **Mr. Winder: And so my client has the ability to pay the hundred – the balance of the**  
27                       **\$99,000. They failed to follow through. They failed to provide title.**

28          THE COURT: So the – the \$1,000 was in escrow?

1 **Mr. Winder: Yes, Your Honor, and I –**

2 THE COURT: You're sure of that?

3 **Mr. Winder: Well, I'm pretty sure of it, Your Honor. If we –**

4 THE COURT: Because I don't see any evidence of \$1,000 in escrow. Matter of fact I'm not  
5 sure an escrow was ever set up.

6 **Mr. Winder: Okay.**

7 THE COURT: You don't know the name of the title company where the –

8 **Mr. Winder: No, I don't, Your Honor, and if we could trail this 10 minutes I will get the**  
9 **name of that – exact name of that, Your Honor.**

10 THE COURT: Well, you don't need it. It's got to be in the papers.

11 **Mr. Winder: Okay.**

12 THE COURT: C'mon . . . I don't see a contract here that's enforceable. You never opened an  
13 escrow, you never put the money up, I'm going to grant the motion for the defense.

14 Ex. 20 at pp. 4-7.

15 65. Oddly, Arnold Weinstock of the Winder Law Office later testified under oath that he  
16 was the one who argued at that summary judgment hearing in the First Litigation, and that Mr.  
17 Atkinson was at the hearing, none of which is true. See Ex. 7 at pp. 80-81 ("The only thing I recall is  
18 that I made some great arguments, and, apparently, the Judge ruled against me.").

19 66. Charles Brown indicated in his Interrogatory responses that "I deposited the money to  
20 the escrow company account at Wells Fargo Bank. I notified the Atkinsons I made the deposit." Ex.  
21 12 at Resp. No. 11. On this subject, Charles Brown testified as follows:

22 Q: And then Interrogatory No. 11, it asks you whether you deposited any money into  
23 escrow. And you stated that, yes, on August 21st, that you deposited the money to the  
24 escrow company account at Wells Fargo Bank. Which Wells Fargo Bank did you  
deposit that into?

25 **A: I don't remember.**

26 Q: Okay. Was it here in Las Vegas?

27 **A: I don't remember. The file – let the file bear witness that it's in escrow . . . I don't**  
28 **remember what was deposited. Let the record reflect whatever it was, it's**  
**whatever's in the record. Escrow has it.**

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Q: Uh-huh. Did you get any proof of that deposit?

A: **Yes. Escrow has it.**

Q: But did they give you anything?

A: **Yes.**

Q: What did they give you?

A: **A receipt.**

Q: Okay. Do you have that receipt?

A: **No ma'am.**

Q: What did you do with that receipt?

A: **I don't remember.**

Ex. 3 at p. 65.

67. What Dan Winder did not bring up during the summary judgment hearing in the First Litigation is the fact that he tried to make it look like escrow was opened by issuing a \$1,000 check to a loan company (Financial Solutions & Real Estate Network Group) on August 21, 2017. *See Exhibit 21*, Check From Winder Law Office to Financial Solutions & Real Estate Group.

68. Dan Winder has authenticated that Exhibit 21 came from his office and was signed by him, and he insists that the check was provided to “open escrow.”

Q: So is [ATKINSON]0404 a true and accurate copy of a check that the law firm issued to Financial Solutions & Real Estate Network?

A: **Correct, for \$1,000 for the purpose of – it says in the memo for escrow for 2315 North Decatur.**

Q: And why was the law firm paying for this?

A: **To open escrow.**

Ex. 15 at pp. 110-113.

69. In reality, despite what Dan Winder wrote in on the “memo” line for the check, that check to Financial Solutions & Real Estate Network Group was actually designed to pay for a loan application for Stacy Brown for the purchase of the Commercial Property. This was confirmed by a

1 representative of Financial Solutions & Real Estate Network Group, who testified that that company  
2 **“handles loan applications only and does not handle escrow”**; therefore, Financial Solutions never  
3 opened escrow on behalf of Mr. Brown nor received any escrow funds.” See **Exhibit 22**, Financial  
4 Solutions Affidavit confirming that the check was for a loan application.

5 70. Dan Winder contradicted himself during his deposition, first claiming that Financial  
6 Solutions does escrows of property, and then admitting that he has no personal knowledge as to what  
7 Financial Solutions actually does, and that he never personally looked into that company.

8 Q: And did anybody from Financial Solutions & Real Estate Network Group ever tell you  
9 that \$1,000 was going to be used to open escrow?

10 A: **I never spoke with them.**

11 Q: So as you sit here today, you don’t know if Financial Solutions actually does escrow;  
12 is that correct?

13 A: **Yes, I can’t confirm.**

14 See Ex. 15 at pp. 111-120.

15 71. There are two representation agreements between the Winder Defendants and Charles  
16 Brown, but neither of them are specifically for the purpose of assisting Charles Brown with the  
17 purchase of the Commercial Property. The first agreement is dated August 10, 2017, and says that  
18 the client is hiring the attorney for the purpose of “Assistance with Purchase of **Auborn Property**,”  
19 (which is the Atkinsons’ Residential Property). The retainer fee listed is \$8,000, and language is  
20 added saying it will be “paid from escrow of property listed at 2315 N. Decatur Blvd. Las Vegas, NV  
21 89108.” In other words, the Winder Defendants were helping Charles Brown obtain the Atkinsons’  
22 personal residential property, somehow through the escrow of the Commercial Property. Ex. 17.

23 72. The second representation agreement between the Winder Defendants and Charles  
24 Brown is dated August 21, 2017, and states that the client is hiring the attorney for the purpose of  
25 “Auborn Street real estate transaction, setup trust, review legal documents, limited future services.”  
26 Ex. 17. The retainer fee on this agreement is listed at \$20,000, and it says “to be paid at time of  
27 refinancing of property in approximately 6 months located at 2315 N. Decatur, Las Vegas, NV  
28 89108.” Ex. 17 at D 0012. Once again, this language is indicative of a plan to obtain the Atkinsons’

1 personal residence on Auburn Street, through somehow “refinancing” the Commercial Property on  
2 Decatur.

3 73. Dan Winder has testified that Charles Brown never paid a retainer, and the Winder  
4 Defendants never got paid for any “services” they provided to Charles Brown. Ex. 15 at p. 45.

5 74. Oddly, Dan Winder also insisted at his deposition that despite Charles Brown never  
6 paying anything, Charles Brown was not on a contingency agreement.

7 Q: So is the law firm’s position that the retainer agreement that Charles Brown signed was  
8 a contingency agreement?

9 A: **No, it’s not a contingency agreement. It’s that payment would be received**  
10 **through the escrow once the funds came in.**

11 Q: And so the law firm had a financial interest in Charles Brown obtaining ownership of  
12 the Decatur property; correct?

13 A: **No. Mr. Brown still owes the law firm, so it wasn’t contingent on the transaction**  
14 **going through. He still owes the law firm.**

15 Ex. 15 at p. 47.

16 75. Dan Winder’s deposition testimony directly refuted his *own* language in a prior brief  
17 filed in this litigation. *See Exhibit 23*, Opposition to Plaintiffs’ motion to compel No. 2 (“Mr. Winder  
18 paid for an appraisal and escrow fee, he was merely paying the costs of litigation as do most attorneys  
19 who work, as Mr. Winder was here, on a contingent basis.”

20 76. The Atkinsons have disclosed evidence as to their damages suffered as a result of the  
21 Winder Defendants’ actions, which mostly consist of emotional distress damages, as well as attorneys’  
22 fees and costs. *See Ex. 3* at pp. 128-129 (Sheila Atkinson testifying: “I can’t imagine, with what was  
23 going on, you would – I can’t believe that you couldn’t know that here was a lot of stress going on  
24 that they were doing . . . [i]t was fear.”); **Exhibit 24**, Deposition Transcript of Lavelle Atkinson at pp.  
25 93-94 (“Mr. Atkinson testifying that this ordeal “naturally” caused lot of stress.”); *see also*, **Exhibit**  
26 **25**, Proof of Attorneys’ Fees Damages; and **Exhibit 26**, Invoices from having to board up the  
27 Commercial Property after Charles Brown failed to follow through on the sale and instead worked  
28 with the Winder Defendants on trying to defraud the Atkinsons out of the property.

1 **III. MATERIAL DISPUTED FACTS**

2 The following material factual issues are disputed and preclude this Court from entering  
3 summary judgment:

- 4 1. Exactly when the Winder Defendants’ legal representation of defaulted defendant and co-  
5 conspirator Charles Brown began. The Winder Defendants have turned this into a disputed  
6 fact through their differing responses to this question. In responses to interrogatories, the  
7 Winder Defendants claim that the representation of Charles Brown did not start until “the  
8 day the [first] litigation commenced,” which was May 18, 2018 – long after the Winder  
9 Defendants had issued 2 separate checks in order to help Charles Brown obtain the  
10 Commercial Property. See **Exhibit 27**, Winder Law Office’s Responses to Interrogatories  
11 at Resp. No. 6. Then in Dan Winder’s response to Interrogatory No. 20, Dan Winder  
12 claimed that “to the best of [Winder Defendants’] information and belief, [Winder  
13 Defendants’] involvement in the purchase of the Subject Property began about two weeks  
14 before the date of the check to Valuation Consultants.” Ex. 19 at Resp. No. 20. Then  
15 during his deposition, Mr. Winder testified: “I probably need to amend that . . . because I  
16 see the Purchase Agreement was signed in July [2017] and I know [Charles Brown] had  
17 spoke to me about it prior to the Purchase Agreement.” See Ex. 15 at p. 215. Yet the first  
18 representation agreement was not signed until April 10, 2017, well *after* the Purchase  
19 Agreement was signed in July 2017. See Ex. 17. And in his latest declaration provided in  
20 support of his motion for summary judgment, Dan Winder now contends that the  
21 representation started on July 23, 2017 (which is *after* the Purchase Agreement was  
22 executed by the Atkinsons and Charles Brown). See Ex. 1; The Winder Defendants’ failure  
23 to provide a straight answer on this straightforward question creates an issue of fact as to  
24 whether an actual attorney-client relationship was formed, and when, and creates issues as  
25 to why the Winder Defendants were financially helping Charles Brown before a  
26 representation agreement had even been executed.
- 27 2. The scope of the legal relationship between the Winder Defendants and Charles Brown,  
28 and whether it even involved the purchase of the Commercial Property. This is an issue

1 of fact because both representation agreements indicate that the purpose of the attorney  
2 work is for assistance with purchase of the “Auburn Property,” which will be paid through  
3 funds somehow obtained through the Decatur (Commercial) Property. Ex. 17. Both  
4 representation agreements mention that the scope of work is to help Charles Brown obtain  
5 the Atkinsons’ personal residential property, not their Commercial Property, which raises  
6 questions of fact as to whether the Winder Defendants even entered into an attorney-client  
7 relationship with Charles Brown regarding obtaining Commercial Property or whether (as  
8 the evidence indicates) the Winder Defendants were *active partners* with Charles Brown  
9 in that transaction.

10 3. Whether the Winder Defendants were conspiring and acting in concert with Charles  
11 Brown. This is a clear issue of fact that will need to go to the jury. The jury will need to  
12 determine whether Sheila Atkinsons’ testimony is credible with respect to her claims that  
13 Charles Brown repeatedly referred to Dan Winder as his “partner” who was drafting  
14 transaction documents and was financially invested in this transaction. The jury will need  
15 to determine why the Winder Defendants issued a \$1,000 check to a loan application  
16 company and wrote in that memo line that the check was for “Escrow,” even though that  
17 loan application company had no capability of opening escrow. The jury will need to  
18 determine why Dan Winder “could not recall” the name of the escrow company at the  
19 summary judgment hearing in the First Litigation when he was the one who personally  
20 issued a check supposedly to open up “escrow” per his own deposition testimony. The  
21 jury will need to determine why the Winder Defendants were paying for a preliminary  
22 appraisal letter and then failed to disclose that letter and failed to disclose that they had  
23 paid for that letter *before* signing up Charles Brown as a client. The jury will need to  
24 determine whether the Winder Defendants’ failure to keep a straight story as to whether  
25 Charles Brown was a contingency fee client is indicative that there was no real attorney-  
26 client relationship, as the Winder Defendants were working hand in hand with Charles  
27 Brown in attempting to scare the Atkinsons out of their commercial property. There is a  
28 plethora of evidence indicating that the Winder Defendants were in fact working with

1 Charles Brown in an effort to accomplish the unlawful objective of converting the  
2 Atkinsons' commercial property.

3 4. Whether the Winder Defendants were aiding and abetting Charles Brown's  
4 misrepresentations to the Atkinsons. This is also an issue for the jury. As a party to the  
5 Purchase Agreement, Charles Brown owed the Atkinsons' certain duties to negotiate in an  
6 honest matter, and there is an issue of fact, especially in light of how early the Winder  
7 Defendants were involved in this transaction, as to whether the Winder Defendants assisted  
8 or encouraged Charles Brown's conduct in misrepresenting the facts which led to the  
9 Atkinsons executing the Purchase Agreement (specifically that he would pay the \$100,000  
10 purchase price when he had no intent of doing so).

#### 11 **IV. LEGAL ARGUMENT**

##### 12 **A. LEGAL STANDARD**

13 Summary judgment is available only upon a showing "that there is no genuine issue as to any  
14 material fact, and that the moving party is entitled to a judgment as a matter of law." NRCP 56(c).  
15 When deciding a motion for summary judgment, the Court is to construe all pleadings and other proof  
16 in the light most favorable to the non-moving party. *Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d  
17 1026, 1029 (2005). Which factual disputes are material is determined by substantive law. *Id* at 730,  
18 121 P.3d at 1031 (citing *Anderson v. Liberty Libby, LLC*, 477 U.S. 242, 247–48 (1986)). A genuine  
19 issue of material fact exists when the evidence is such that a reasonable jury could return a verdict for  
20 the non-moving party. *Id.*

21 The moving party bears the burden of establishing the non-existence of any factual dispute.  
22 *Torres v. Farmers Insurance Exchange*, 106 Nev. 340, 345, 793 P.2d 839, 842 (1990). In other words,  
23 the moving part must show that no reasonable jury could return a verdict for the non-moving party.  
24 *Valley Bank v. Marble*, 105 Nev. 366, 367, 775 P.2d 1278, 1282 (1989). If the moving party satisfies  
25 that burden, the nonmoving party may still avoid summary judgment by presenting specific facts,  
26 through affidavits or other evidence, that demonstrate the existence of a genuine dispute of material  
27 fact. *Safeway*, at 732, 121 P.3d at 1031.

28 The Nevada Supreme Court has held that "public policy favors adjudication on the merits

1 whenever possible.” *Stubli v. Big D Int'l Trucks, Inc.*, 107 Nev. 309, 316, 810 P.2d 785, 789 (1991)  
2 (citing *Hotel Last Frontier v. Frontier Prop.*, 79 Nev. 150, 155, 380 P.2d 293, 295 (1963)). As such,  
3 this Court should not grant a motion for summary judgment if there is an alternative remedy that  
4 would allow the parties to have this case heard on the merits if possible.

5 **B. PLAINTIFFS HAVE PROVIDED ENOUGH EVIDENCE TO OVERCOME SUMMARY JUDGMENT**

6 1. Civil Conspiracy

7 Under Nevada law, to establish a civil conspiracy claim, a plaintiff must show (1) the  
8 commission of an underlying tort; and (2) an agreement between the defendants to commit that  
9 tort. *Jordan v. State ex rel. Dep't of Motor Vehicles & Pub. Safety*, 121 Nev. 44, 110 P.3d 30, 51  
10 (2005) (per curiam) (stating that “an underlying cause of action for fraud is a necessary predicate to a  
11 cause of action for conspiracy to defraud”), *abrogated on other grounds by Buzz Stew, LLC v. City of*  
12 *N. Las Vegas*, 124 Nev. 224, 181 P.3d 670, 672 n. 6 (Nev.2008); *GES, Inc. v. Corbitt*, 117 Nev. 265,  
13 21 P.3d 11, 15 (2001).

14 Here, the Atkinsons have showed the commission of the underlying tort (the  
15 misrepresentations made to the Atkinsons that Charles Brown would actually pay for the Commercial  
16 Property per the Purchase Agreement when in fact he did not). The court itself in the First Litigation  
17 confirmed that there was misrepresentations, as it held that the Kelly Mortgage loan approval  
18 documents that Charles Brown submitted were “fraudulent.” Ex. 20 at p. 3.

19 The Atkinsons have also showed proof that there was an agreement between the defendants to  
20 commit that tort. See Ex. 3 at pp. 18-19. (Mrs. Atkinson testifying that Charles Brown stated that  
21 Dan Winer was his partner and that “the guy that wants to buy this place . . . it’s his partner.”). See  
22 *also*, Ex. 3 at p. 20 (Mrs. Atkinson testifying: “That was when we decided to sell it to him, and that’s  
23 when he told me he had this attorney and that he would draw up the papers.”). Mrs. Atkinson testified  
24 that on numerous occasions Charles Brown referred to his attorney Dan Winder as his “partner” who  
25 was helping him purchase the Commercial Property, and that they worked together to purchase  
26 properties. See Ex. 3 at pp. 21 and 54-55 (“He said that they . . . did these things all over.”). See *also*,  
27 Ex. 3 at p. 40 (Mrs. Atkinson confirming that Charles Brown referred to Dan Winder specifically as  
28 his “partner.”).

1           The Atkinsons anticipate that the Winder Defendants may claim that such testimony is hearsay  
2 because it comes from Charles Brown, but that would be incorrect, as a statement by a coconspirator  
3 of a party during the course and in furtherance of the conspiracy is a noted exception to the hearsay  
4 rule. *See* NRS 51.035(3). *See also, Holmes v. State*, 129 Nev. 567, 578, 306 P.3d 415, 422 (2013)  
5 (“Statements in furtherance of [a] conspiracy include statements made to . . . induce further  
6 participation, prompt further action, reassure members, allay concerns or fears, keep conspirators  
7 abreast of ongoing activities, [or] avoid detection.”).

8           Astoundingly, the Winder Defendants argue that “there is proof Charles Brown intended to  
9 buy the [Commercial Property] and pay for it,” yet no proof has ever been submitted to that effect,  
10 and the district court in the First Litigation held that escrow was never opened.

11           The Winder Defendants also argue that they have no liability because they owed no duty to  
12 the Atkinsons. However, Nevada has not stated that it would require each conspirator to owe the duty  
13 that forms the predicate for the underlying tort. Rather, Nevada has indicated that a co-conspirator  
14 could be liable in tort where no such duty is owed. In *Hilton Hotels Corp. v. Butch Lewis Productions,*  
15 *Inc.*, the Nevada Supreme Court stated that “[a]nyone who intentionally conspired and acted with” a  
16 party to a contract to take actions that breached the covenant of good faith and fair dealing implied in  
17 that contract “could be held liable in tort,” even if they were not parties to the contract. 109 Nev. 1043,  
18 862 P.2d 1207, 1210–11 (1993) (“If Hilton is able to prove that the implied contractual covenant of  
19 good faith and fair dealing was breached, the jury will then be free to also determine whether the  
20 breach resulted from tortious acts of conspiracy and interference involving the other named  
21 defendants.”).

22           The Court thus concludes Nevada does not require that each conspirator owe an  
23 independent duty to the plaintiff to support a civil conspiracy claim. To the extent  
24 such a duty is owed, it suffices under Nevada law to allege that Defendants Clark  
25 County and Beverley owed a duty to Plaintiffs not to conspire with those who do owe  
26 fiduciary duties to Plaintiffs to breach those duties. The Court therefore will deny  
27 Defendants' motion to dismiss the conspiracy count to the extent it is based on an  
28 alleged conspiracy to violate Mortuary Defendants' fiduciary duties.

26 *Boorman v. Nevada Mem'l Cremation Soc'y, Inc.*, 772 F. Supp. 2d 1309, 1315–16 (D. Nev. 2011).

27           Accordingly, this Court should deny the Winder Defendants' motion for summary judgment  
28 as it applies to the claim for civil conspiracy.

1           2. Concert of Action

2           Under the Restatement, liability attaches for concert of action if two persons commit a tort  
3 while acting in concert with one another or pursuant to a common design  
4 *Dow Chem. Co. v. Mahlum*, 114 Nev. 1468, 1488, 970 P.2d 98, 111 (1998), *abrogated on other*  
5 *grounds by GES, Inc. v. Corbitt*, 117 Nev. 265, 21 P.3d 11 (2001).

6           The Winder Defendants’ only argument as to this cause of action is that there is no evidence  
7 that the Winder Defendants ever intended to transfer the Commercial Property to Charles Brown  
8 without any monetary consideration going to the Atkinsons.” Mot. at pp. 5-6.

9           But that is belied by nearly every exhibit submitted in this opposition, including the checks  
10 that the Winder Defendants wrote out to try to make Charles Brown’s endeavor appear more  
11 legitimate. The fact that the Winder Defendants issued a check to a loan application company and  
12 wrote “Escrow” in the memo line to make it appear that it was for escrow, is indicative that the Winder  
13 Defendants were acting in concert with Charles Brown with the common design to defraud the  
14 Atkinsons out of their commercial property. Further, the fact that the Winder Defendants did all of  
15 this for free, and financially aided Charles Brown is also indicative that they had a financial stake in  
16 Charles Brown getting the Commercial Property. The only alternative is that if the Winder Defendants  
17 were truly only acting as legal representatives (which cannot be the case since they issued the check  
18 to Valuation Consultants before they even signed up Charles Brown as a client), then they obviously  
19 violated NRPC 1.8(e) which states that a lawyer “**shall not** provide financial assistance to a client in  
20 connection with pending or contemplated litigation.” (emphasis added).

21           As such, there are material issues of fact as to the concert of action claim.

22           3. Aiding and Abetting a Misrepresentation

23           “Under the Restatement, liability attaches for civil aiding and abetting if the defendant  
24 substantially assists or encourages another's conduct in breaching a duty to a third person.” Dow  
25 Chem. Co. v. Mahlum, 114 Nev. 1468, 1490, 970 P.2d 98, 112 (1998), abrogated by GES, Inc. v.  
26 Corbitt, 117 Nev. 265, 21 P.3d 11 (2001). Here, as a party to the Purchase Agreement, Charles Brown  
27 had a duty of good faith and fair dealing, which was obviously breached when he made material  
28 misrepresentations to the Atkinsons about his intent to pay for the Commercial Property. See *Hilton*

1 *Hotels Corp. v. Butch Lewis Prods., Inc.*, 109 Nev. 1043, 1046, 862 P.2d 1207, 1209 (1993) (“It is  
2 well established within Nevada that every contract imposes upon the contracting parties  
3 the duty of good faith and fair dealing.”).

4 There are material issues of fact as to whether the Winder Defendants substantially assisted or  
5 encouraged Charles Brown’s breach of his duties to the Atkinsons. Whether the checks that the  
6 Winder Defendants issued to Valuation Consultants and to the loan application company constitute  
7 substantial assistance is an issue of fact, especially as that appears to have been the *only* money that  
8 went into Charles Brown’s attempt to purchase the Commercial Property, and especially in light of  
9 the fact that one of those checks was issued before any attorney-client relationship commenced. The  
10 jury will need to determine whether the Winder Defendants’ conduct arose to the point of aiding and  
11 abetting Charles Brown’s misrepresentations, which precludes summary judgment on this claim.

12 4. There is No Res Judicata, Claim Preclusion, or Issue Preclusion

13 The Nevada Supreme Court has recognized that the term “res judicata” refers only to claim  
14 preclusion. *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 114 Nev. 823, 834, 963 P.2d 465, 473 (1998).  
15 For claim preclusion to apply, the defendant seeking dismissal must demonstrate that:

- 16 (1) There has been a valid, final judgment in a previous action;  
17 (2) The subsequent action is based on the same claims or any part of them that were or could  
18 have been brought in the first action; and  
19 (3) The parties or their privies are the same in the instant lawsuit as they were in the previous  
20 lawsuit, *or* the defendant can demonstrate that he or she should have been included as a  
21 defendant in the earlier suit and the plaintiff fails to provide a “good reason” for not having  
22 done so.

23 *Weddell v. Sharp*, 131 Nev. 233, 235, 350 P.3d 80, 81 (2015). “Claim and issue preclusion essentially  
24 bar recovery on or prevent relitigation of previously resolved issues.” *Berkson v. LePome*, 126 Nev.  
25 492, 497, 245 P.3d 560, 564 (2010).

26 Here, while there was a valid final judgment in the First Litigation with respect to the dismissal  
27 of Mr. Brown’s meritless claims against the Atkinsons, that judgment did not relate to any potential  
28 claims the Atkinsons were seeking to bring against the Winder Defendants. **Exhibit 28**, FFCL in First

1 Litigation. Additionally, this action is not based on the same claims from the First Litigation (as the  
2 Atkinsons are not seeking to relitigate Mr. Brown’s frivolous claims which were rightfully dismissed  
3 by the Court). This action is also not based on claims that could have been brought in the First  
4 Litigation, as it has been established that the Atkinsons did not learn of the facts underlying their  
5 claims against the Winder Defendants until late in the discovery period of the First Litigation, when  
6 it was procedurally too late to bring such claims.

7 Accordingly, these claims have never before been litigated in the First Litigation, the  
8 Atkinsons could not have brought them initially when they filed their Answer in the First Litigation,  
9 and the Atkinsons’ prompt efforts to amend their Answer to bring their claims against the Winder  
10 Defendants in the First Litigation were set aside when the Court elected to grant the Atkinsons  
11 summary judgment instead – thus freeing the Atkinsons to pursue their claims against the Winder  
12 Defendants in subsequent litigation. Therefore, claim preclusion does not apply here.

13 Issue preclusion also does not apply here. “In order for issue preclusion to apply, there must  
14 be a common issue that “was actually decided and necessary to the judgment in the earlier suit.” *Five*  
15 *Star Cap. Corp. v. Ruby*, 124 Nev. 1048, 1052, 194 P.3d 709, 711 (2008), *holding modified*  
16 *by Weddell v. Sharp*, 131 Nev. 233, 350 P.3d 80 (2015). Again, none of the claims against the Winder  
17 Defendants were ever “actually decided” in the First Litigation. Nor were they necessary to the  
18 judgment in the First Litigation, as evidenced by the Court’s decision to simply grant summary  
19 judgment in favor of the Atkinsons and deem the other pending motions (to add the Winder  
20 Defendants as counterdefendants) moot and unnecessary for that First Litigation. *See* Ex. 28.

21 The Winder Defendants rely heavily on the (non-binding) *Driscoll v. Humble Oil & Ref. Co.*,  
22 60 F.R.D. 230 (S.D.N.Y. 1973), *aff’d sub nom. Driscoll v. Exxon Corp.*, 493 F.2d 1397 (2d Cir. 1974)  
23 case, which involve a party “seek[ing] the very same relief it was denied by” a prior judge, for the  
24 costs of litigation and fees. The Winder Defendants argue that this is the same kind of case, but they  
25 ignore that the Atkinsons have never before sought fees against the Winder Defendants, as they had  
26 never before brought claims against the Winder Defendants for civil conspiracy, concert of action,  
27 and aiding and abetting a misrepresentation. This is not a case where the Atkinsons are basing their  
28 fees and cost damages on the fact that they prevailed against Charles Brown in the First Litigation.

1 To the contrary, this is a case where the Winder Defendants have asserted substantive claims against  
2 the Winder Defendants, and are claiming that part of their damages includes the fees and costs they  
3 incurred as a result of the Winder Defendants actively working with Charles Brown *before* there even  
4 was an attorney-client relationship.

5 Along those lines, all of the cases (from other jurisdictions) that the Winder Defendants cited  
6 to regarding an attorney being in privity with its client is completely inapplicable, as in this case there  
7 is an issue of fact as to not only when the attorney-client relationship commenced, but whether any  
8 attorney-client relationship ever commenced regarding the Commercial Property. The representation  
9 agreements only reference the scope of work relating to helping Charles Brown obtain the Atkinsons'  
10 personal residential property – not the Commercial Property. The “privity” cases also do not apply  
11 because this case is not a “relitigation” of the First Litigation. This case is bringing new claims against  
12 the Winder Defendants based on the Winder Defendants *own* actions -- not just Charles Brown’s  
13 actions. Had the Winder Defendants openly disclosed how involved they were with helping Charles  
14 Brown obtain the Commercial Property, then there may be a claim preclusion argument, but the fact  
15 that they were so secretive and forced the Atkinsons to discover this on their own before anything  
16 could be done about it in the First Litigation is not a get-out-of-jail free card. The Winder Defendants  
17 also overlook that this is not merely an action for “attorneys’ fees,” as there are also emotional distress  
18 damages that the Winder Defendants have incurred that have never been litigated before.

19 5. Evidence as to the Atkinsons’ Attorneys Fees Has Been Submitted

20 The Winder Defendants concede, as they must, that the Atkinsons have disclosed substantial  
21 evidence proving up their attorneys’ fees damages. This includes the actual fee invoices which show  
22 the work performed, as well as affidavits from counsel authenticating those invoices and the rates.  
23 See Ex. 25. The Winder Defendants appear to be under the impression that the fees cannot be proven  
24 up without a retainer agreement “proving” that the work was not done on a contingency fee. The case  
25 law on this issue goes against the Winder Defendants, as even fees based on mere contingency fee  
26 agreements can still be recovered. *See O'Connell v. Wynn Las Vegas, LLC*, 134 Nev. 550, 562, 429  
27 P.3d 664, 673 (Nev. App. 2018). The Winder Defendants also argue that an “expert” witness is  
28 required to prove up attorneys’ fees, which again is not supported by any case law whatsoever. Mrs.

1 Atkinson has testified that these fees are owed, and enough evidence has been provided on the fees to  
2 take this issue to the jury.

3 **V. CONCLUSION**

4 Based on the foregoing, this Court should deny the Winder Defendants' motion for summary  
5 judgment in its entirety.

6 DATED this 21st day of May, 2021.

7 Respectfully submitted,

8 **MAIER GUTIERREZ & ASSOCIATES**

9 /s/ Danielle J. Barraza

10 JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

11 DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

12 8816 Spanish Ridge Avenue

13 Las Vegas, Nevada 89148

*Attorneys for Plaintiffs*

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to Administrative Order 14-2, a copy of **PLAINTIFFS’ OPPOSITION TO**  
3 **WINDER DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT** was electronically filed  
4 on the 21st day of May, 2021, and served through the Notice of Electronic Filing automatically  
5 generated by the Court's facilities to those parties listed on the Court's Master Service List, as  
6 follows:

7 Dan M. Winder, Esq.  
8 Arnold Weinstock, Esq.  
9 LAW OFFICE OF DAN M. WINDER, P.C.  
10 3507 West Charleston Blvd.  
11 Las Vegas, Nevada 89102  
12 *Attorney for defendants Dan M. Winder and Law Office of Dan M. Winder P.C.*

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/s/ Danielle Barraza  
An Employee of MAIER GUTIERREZ & ASSOCIATES

# **EXHIBIT 1**

# **EXHIBIT 1**

## PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS made 6<sup>th</sup> day of JULY 2017 (this "Agreement") is entered into by ATKINSON LABELLE P & SHIELA (hereinafter "Seller") and Charles Brown and/or its assignee (hereinafter "Purchaser"). This Agreement constitutes both an Agreement between Purchaser and Seller and joint escrow instructions to Selecta by buyer "Escrow Agent", with respect to the transaction contemplated hereby.

### WITNESSETH:

For and in valuable consideration of the mutual covenants and conditions herein contained, Seller and Purchaser agree as follows:

1. **Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for that certain real property located at 3315 N Decatur St, Las Vegas Nevada, which is described as an approximate 0.55 acres, and further described as Clark County Assessor Parcel Number 138-24-511-034 the "Property", shown on, and incorporated herein by reference.

**Purchase Price.** The total purchase price of the Property paid by Purchaser to Seller shall be the amount One Hundred Thousand and 00/100 (\$ 100,000.00) ("Purchase Price") payable in cash at Closing (as hereinafter defined).

3. **Deposit.** Purchaser shall deliver a deposit, within two (2) business days from the Effective Date, in the amount of One Thousand Dollars (\$ 1,000.00) ("Deposit") in cash, personal check or cashier's check payable to Escrow Agent, or other readily available funds, which Deposit shall be deposited and held in escrow by Escrow Agent during the pendency of this Agreement and shall remain refundable to Purchaser during the Feasibility Period in accordance with the terms herein.

4. **Feasibility Period.**

a. For a period beginning on the Effective Date and expiring Forty-Five (45) days ("Feasibility Period"), Purchaser shall be, at Purchaser's sole cost and expense, entitled to inspect the Property, to conduct such tests, surveys, analysis and feasibility studies of the Property as Purchaser deems necessary, and to meet with governmental entities regarding the feasibility of Purchaser's intended use of the Property. Without limiting the generality of the foregoing, Purchaser (and persons authorized by Purchaser) shall have the right and authority to go upon the Property, from time to time on one or more occasions, for feasibility determinations including, without limitation: (1) determining the adequacy of access, zoning and other restrictions on the use of the property; (2) performing environmental, soils and subsurface tests, engineering and drainage studies; and (3) obtain any necessary entitlement or permits. Purchaser shall provide reasonable advance notice and coordinate any inspections and site visits by appointment with the Seller and/or Seller's representative.

b. Seller agrees to cooperate with Purchaser in connection with the tests, investigation, license application(s) and inspection of the Property, and agrees to furnish Purchaser, within five (5) business days of the Effective Date, with any and all documents and materials in Seller's possession relating to the Property that may be necessary or appropriate to complete such investigation and inspection.

c. If Purchaser determines, in Purchaser's sole judgment, for any reason or no reason, whatsoever, that the Property is not suitable, Purchaser shall notify Seller and Escrow Agent in writing on or before expiration of the Feasibility Period and upon such notice this Agreement shall terminate, Purchaser shall promptly repair any damage to the Property caused by Purchaser or its agents, officers or employees as necessary to restore the Property to its original condition existing prior to entry or inspection by Purchaser, Escrow Agent shall return the Deposit to Purchaser without deduction from Seller, and neither Purchaser nor Seller shall have any further obligations hereunder.

d. Subject to the terms of this Agreement, should Purchaser fail to deliver written notice that the Property is not suitable on or before the expiration of the Feasibility Period, or if Purchaser notifies Seller that the

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Property is suitable for the purposes contemplated hereby, Purchaser's right to object pursuant to Section 4.c. shall be waived and of no further force or effect, and the Deposit shall be earned by Seller, non-refundable to Purchaser (subject to an uncured Seller Default) and applicable to the Purchase Price at Closing.

e. Purchaser shall indemnify, hold harmless and defend Seller and Seller's affiliates, partners, agents and employees from any and all liability, loss, cost, damage or expense (including actual attorney's fees and costs), of whatsoever nature relating to or in connection with any injury to persons or damage to property, where such injury or damage arises from or relates to the entry upon, occupation, use or inspection of the Property by Purchaser, its agents, officers or employees. In addition, Purchaser shall keep the Property free from any lien(s) which could arise as a result of the exercise by Purchaser of any of its rights under this Section 4. Notwithstanding anything to the contrary herein, Purchaser's duties and obligations under this Section 4 shall survive any termination of this Agreement or the transfer of title as provided herein.

5. Title Report.

a. Delivery of Title Report. Within five (5) business days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser a preliminary title report covering the Property issued by the Escrow Agent, together with copies of all documents referred to in such preliminary title report (the preliminary title report and such documents are referred to collectively as "Title Report").

b. Review of Title Report. Purchaser shall have ten (10) business days from Purchaser's receipt of the Title Report in which to examine the Title Report and to specify to Seller those items in the Title Report which Purchaser will accept as permitted exceptions to title ("Permitted Exceptions"), and those items which Purchaser reasonably finds objectionable ("Title Objections"). If Purchaser does not deliver to Seller a written notice specifying those items which are Permitted Exceptions and those items which are Title Objections within the above-stated period, then all of the items reflected on the Title Report shall be considered to be Permitted Exceptions.

c. Uncorrected Title Objections. If Seller, in Seller's sole discretion, elects not to cause the Title Objections to be corrected or removed on or prior to Closing, Seller shall notify Purchaser within five (5) days, in writing, of its intent not to correct or remove said title corrections. If Seller does not so notify Purchaser, or notifies Purchaser that the Title Objections will not be corrected or removed, Purchaser may within five (5) days of Purchaser's receipt of Seller's election not to correct said objections, or within five (5) days after Seller's five (5) day period to respond expires without response, (1) elect to terminate this Agreement and Escrow and the Deposit shall be returned and refunded to Purchaser and, except as provided otherwise hereunder, both parties shall be released from all further obligations under this Agreement (except Purchaser shall remain responsible for duty of indemnification), or (2) elect to purchase the Property and Property thereon subject to any Title Objections not so corrected or removed, which shall then be deemed Permitted Exceptions.

d. Certain Exceptions Deemed Not Permitted. Notwithstanding anything in this Agreement to the contrary, and regardless of whether Purchaser objections to such matters, Seller shall cause all Removable Liens (as defined below) to be satisfied or discharged as of the date of Closing, subject to the provisions of Section 5(e). As used in this Section 5(d), the term "Removable Liens" shall mean any and all title exceptions which can be removed by payment of monies, including without limitation liens and encumbrances, mortgage debt, taxes and assessments which are then delinquent or which are then due and payable, and assessments and bonds, including without limitation special assessments.

6. Condition of Property Purchased. Purchaser is purchasing the Property, Buildings and Fences in an "as-is" and "where is" condition.

7. Closing.

a. Date and Place. The Closing of the sale of the Property by Seller to Purchaser shall occur on or before Thirty (30) days after the Feasibility Period (the "Closing").

b. Seller's Obligations at Closing. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following:

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(1) Grant, Bargain and Sale Deed. Seller shall execute and deliver to Escrow Agent for recording a Grant, Bargain and Sale Deed in form and substance reasonably satisfactory to Purchaser, fully executed and acknowledged by Seller, conveying the Property to Purchaser.

(2) Owner's Title Policy. Seller shall cause the Escrow Agent to issue and deliver to Purchaser a standard CLTA coverage owner's policy of title insurance ("Owner's Title Policy") in the amount of the Purchase Price, insuring that Purchaser is owner of the Property subject only to such matters as approved by Purchaser. In the event that Purchaser elects to obtain an extended ALTA policy and/or endorsements, Purchaser shall pay for the increased charges above the Owner's Title Policy including an ALTA survey if required.

(3) Other Instruments. Seller shall execute and deliver such other documents as are customarily executed in the State of Nevada in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may reasonably be required by the Escrow Agent.

(4) Possession. Purchaser shall have all rights of possession at Closing and shall have the right to collect any rents being paid by any tenants. Seller shall be given a period of 30 days to vacate the property after the Close of Escrow. garage or shed only.

c. Purchaser's Obligations at Closing.

(1) Payment of Purchase Price. At Closing, Purchaser shall pay the Purchase Price in cash (or by Certified Check, Cashier's Check, wire transfer of funds into Escrow, all of which shall constitute the entire purpose of this Agreement), less the amount of the Deposit to be paid to Seller at the Closing, and subject to any adjustments for pro-rations and other credits provided for in this Agreement.

(2) Other Instruments. Purchaser shall execute and deliver such other documents as are customarily executed in the State of Nevada in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may reasonably be required by the Escrow Agent.

d. Prorations. All real estate taxes relating to the Property for the year of the Closing shall be prorated as of the date of Closing between Seller and Purchaser. Purchaser shall take title to the Property subject to any outstanding unpaid governmental assessments. If the amount of taxes for that year are not known at the time of Closing, the prorations shall be based on an estimate of the taxes for the year of Closing, and when the tax information becomes available, Seller or Purchaser may request reimbursement from the other party for any excess amount charged to that party at the Closing. Likewise, any other amounts normally prorated between Seller and Purchaser, if any, shall be prorated between Seller and Purchaser as of the date of Closing.

e. Closing Costs

(1) Paid by Seller. Seller agrees to pay 0 zero Closing Costs.

(2) Paid by Purchaser. Purchaser agrees to pay all Closing Costs.

8. Default and Liquidated Damages.

a. PURCHASER DEFAULT. IF PURCHASER DEFAULTS UNDER THIS AGREEMENT, SELLER, IN LIEU OF ALL OTHER REMEDIES SELLER MAY HAVE AT LAW OR EQUITY, SHALL BE ENTITLED TO RECEIVE THE DEPOSIT FROM ESCROW AGENT ("LIQUIDATED DAMAGES"). IT IS AGREED BETWEEN PURCHASER AND SELLER THAT THE LIQUIDATED DAMAGES AMOUNT CONSTITUTES THE

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AMOUNT OF DAMAGES TO BE INCURRED BY SELLER AS A RESULT OF A DEFAULT BY PURCHASER AND THE LIQUIDATED DAMAGES SHALL BE PAID TO SELLER AS LIQUIDATED DAMAGES FOR A DEFAULT OF PURCHASER UNDER THIS AGREEMENT BECAUSE OF THE DIFFICULTY, INCONVENIENCE AND UNCERTAINTY OF ASCERTAINING ACTUAL DAMAGES FOR SUCH DEFAULT.

b. Seller Default. In the event of a default by Seller, Purchaser shall have available to it any and all applicable remedies at law or in equity.

9. Brokers. NO

10. Miscellaneous.

a. Assignment. Purchaser shall be permitted to assign this Agreement to an affiliated entity at any time prior to Closing. This Agreement nor any of Purchaser's rights hereunder may not be assigned or transferred by Purchaser to a non-affiliated party without the prior written consent of Seller.

b. Notices. Any and all notices and demands by any party hereto to any other party or Escrow Agent, required or desired to be given hereunder shall be in writing and shall be validly given or made only if personally delivered, via facsimile and/or email transmission with receipt verification from the receiving party(ies), or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or if made by FedEx or other similar delivery service keeping records of deliveries and attempted deliveries. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner. Any notice or demand shall be addressed to:

Seller:

ATKINSON LAVELLE P & SHIELA  
5288 AUBURN  
LAS VEGAS NV 89108-3008

Purchaser:

Charles Brown  
3172 N. Rainbow, #330  
Las Vegas, NV 89108  
Phone: (310) 692-0969  
Email: [neimanmotors@gmail.com](mailto:neimanmotors@gmail.com)

The parties may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

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c. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, estate, legal representatives, successors and assigns.

d. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms or conditions had never been contained herein.

e. Entire Agreement. The terms and conditions hereof relating to the subject matter described herein (i) constitute the entire agreement and understanding between the Seller and the Purchaser, (ii) supersede all prior agreements, and understandings, written or oral, between the Purchaser and the Seller, and (iii) may not be modified or amended except by an instrument mutually executed and delivered by the Seller and the Purchaser.

f. Time. Time is of the essence to the performance of any provisions of this Agreement. If the date for performance of any provisions of the Agreement is a Saturday, Sunday, or banking holiday (in the State of Nevada), the date for performance shall be extended until the next "business" day.

g. Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

h. Waiver. Either the Purchaser or the Seller may specifically waive any breach of the terms and conditions hereof by the other party, but no waiver specified in this Section shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

i. Attorney's Fees. Should either the Purchaser or the Seller, or the Broker employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, the non-prevailing party in any action pursued in courts of competent jurisdiction shall pay to the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees, expended or incurred by the prevailing party.

j. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Clark County, Nevada. Each party hereby consents to the personal jurisdiction of any court of competent subject matter jurisdiction sitting in Clark County, Nevada, and to the service of process in accordance with the laws of the State of Nevada and any rules applicable to any such court.

k. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

l. Effective Date. The Effective Date shall be the date this Agreement is executed by both Purchaser and Seller and delivered to Escrow Agent.

m. Construction. Both parties hereto have participated in the drafting of this Agreement and any ambiguities shall not be interpreted against either party as being the drafting party.

n. Expiration of Agreement. Unless mutually executed by both parties on or before 5:00 p.m. (PST) NA, this Agreement shall expire and be of no further force or effect and neither party hereto shall be under any obligation to the other.

o. Counterparts. This Agreement may be executed in counterpart. Each counterpart of this Agreement shall constitute an original, and all such counterparts taken together shall constitute one and the same agreement.

WJ SA  
Seller Initials

CB  
Purchaser Initials

p. Telecopy Execution and Delivery. A email transmission of this Agreement may be executed by one or more parties hereto, and an executed copy may be delivered by one or more parties by email transmission pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Agreement as well as any facsimile, email transmission or other reproduction hereof.

q. 1031 Exchange. Seller and Purchaser hereby agree to cooperate with each other in a tax-deferred exchange should either party so elect. Seller and Purchaser hereby agree to indemnify each other from any and all costs, taxes, assessments and/or liability that may be proximately caused by such tax-deferred exchange. In the event Seller and/or Purchaser affect a tax-deferred exchange, such exchange shall not otherwise delay the Closing nor shall either party be required to take title to any property so as to accommodate such exchange.

r. Proof of Funds: Purchaser shall deliver to Seller written verification, in the form of bank, investment, or lending institution statement(s), funds in the amount of Twenty Nine Thousand 00,000.00 within seven business days of the Effective Date. In the event Purchaser does not provide said written verification of funds, Seller may elect to cancel the Escrow.

AGREED AND ACCEPTED:

SELLER:

ATKINSON LAVELL P & SHEILA

By: Lavell P. Atkinson  
Sheila Atkinson  
Its: Authorized Signatory

Date: July 20, 2017

By: Lavell P. Atkinson  
Sheila Atkinson  
Date: July 20, 2017

PURCHASER:

Charles Brown

By: Charles Brown  
Charles Brown

Date: July 6, 2017

BY: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement and any attached addendum, rider, or exhibit has been prepared for submission to your attorney for his/her approval. No representation or recommendation is made by Colliers International or its agents or employees as to the legal sufficiency, legal effect or tax consequences of this Agreement or the transaction relating thereto.

LP SA  
Seller Initials

CB  
Purchaser Initials

Parcel (125) 138-24-511-034

ASSESSOR DESCRIPTION: CURTIS PARK MANOR UNIT #2 PLAT BOOK 5 PAGE 24 LOT 23  
BLOCK 6

GEOID: PT NE4 NE4 SEC 24 20 60

ACRES:

LA SA  
Seller Initials

CP

Purchaser Initials

PET APP 0496

# **EXHIBIT 2**

# **EXHIBIT 2**

X. SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

20000427  
00214

THIS DEED OF TRUST made this 21ST day of APRIL, 2000, between  
**LAVELL P. ATKINSON AND SHEILA ATKINSON, "HUSBAND AND WIFE AS JOINT TENANTS.**, herein called TRUSTOR,  
 whose address is 5285 AUBORN AVENUE LAS VEGAS NEVADA 89108  
 (number and street) (city) (state) (zip code)

and  
**ENSIGN FEDERAL CREDIT UNION**, herein called BENEFICIARY,

whose address is 218 N. 15TH STREET LAS VEGAS NEVADA 89101  
 (number and street) (city) (state) (zip code)  
 and **LAND TITLE OF NEVADA, INC.** herein called TRUSTEE,

WITNESSETH That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in CLARK County, Nevada described as:

LOT TWENTY THREE (23) IN BLOCK FIVE (5), OF CURTIS PARK MANOR UNIT NO. 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 5 OF PLATS, PAGE 24 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THE EASTERLY TEN (10) FEET AS CONVEYED TO THE COUNTY OF CLARK, IN BOOK 904, AS DOCUMENT NO. 726206, RECORDED OCTOBER 10, 1963, ALONG THE SPANDEL AREA LOCATED ON THE NORTHWEST CORNER OF SAID LOT.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING 1 Performance of each agreement of Trustor incorporated by reference or contained herein. 2 Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$185,500.00 executed by Trustor in favor of Beneficiary or order. 3 Payment of such additional sums as may hereafter be borrowed from beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions 1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

| COUNTY    | DOCUMENT No. | BOOK    | PAGE    | COUNTY   | DOCUMENT No. | BOOK    | PAGE    | COUNTY     | DOCUMENT No. | BOOK   | PAGE    |
|-----------|--------------|---------|---------|----------|--------------|---------|---------|------------|--------------|--------|---------|
| Clark     | 413987       | 114     |         | Humboldt | 118990       | 3       | 83      | Nye        | 47157        | 67     | 163     |
| Churchill | 104132       | 34 mgs. | 891     | Lander   | 41173        | 3       | 750     | Ormsby     | 72637        | 19     | 182     |
| Douglas   | 26486        | 22      | 415     | Lincoln  | 41280        | 8 mgs.  | 487     | Parshing   | 57480        | 38     | 88      |
| Elko      | 14831        | 43      | 343     | Washoe   | 487295       | 734     | 321     | Storey     | 29873        | R mgs. | 112     |
| Esmeralda | 26291        | 2H mgs. | 138-141 | Lyon     | 88488        | 21 mgs. | 448     | White Pine | 126136       | 261    | 341-344 |
| Eureka    | 39602        | 3       | 283     | Mineral  | 78848        | 16 mgs. | 634-637 |            |              |        |         |

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length, that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

STATE OF NEVADA,  
 COUNTY OF Clark } ss  
 on April 21, 2000 personally  
 appeared before me, a Notary Public  
Lavell P. Atkinson and  
Sheila Atkinson  
 who acknowledged that they executed the above instrument

Lavell P. Atkinson  
 LAVELL P. ATKINSON  
Sheila Atkinson  
 SHEILA ATKINSON

Signature [Signature]  
 [Notary Seal: J. SUDWEEKS, Notary Public - Nevada, My Exp. Apr. 4, 2001, No. 97-1722-1]

Title Order No. \_\_\_\_\_  
 Escrow or Loan No. \_\_\_\_\_  
 SPACE BELOW THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO  
 Name ENSIGN FEDERAL CREDIT UNION  
 Street Address 218 N 15TH STREET  
 City & State LAS VEGAS NV 89101  
 APN 138-24-511-034

DO NOT RECORD

The following is a copy of provisions (1) to (16) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- 1. To properly care for and keep said property in good condition and repair...
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts...
3. The amount collected under any fire insurance policy shall be credited first to accrued interest...
4. The Grantor promises and agrees that if, during the existence of this Trust...
5. An award of damages in connection with any condemnation for public use...
6. Trustee shall be under no obligation to notify any party...
7. Acceptance by Beneficiary of any sum in payment of any indebtedness...
8. Trustee may, at any time, or from time to time, without liability...
9. Upon receipt of written request from Beneficiary...
10. Should default be made by Grantor in payment of any indebtedness...
11. After three months shall have elapsed...
12. The Grantor, Prudger and Mering agree...
13. Trustee may postpone sale of...
14. At the time of sale...
15. Trustee shall apply the proceeds of any such sale...
16. The Beneficiary or assignee may, at any time, by instrument in writing...
17. This Deed of Trust applies to...
18. Trustee accepts these trusts when this Deed of Trust...
19. In this Deed of Trust...
20. Where not inconsistent with the above...

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

To

Dated

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust...
Do not lose or destroy this Deed of Trust ON THE BUFF which it encloses...

MAIL RECONVEYANCE TO

Form with lines for address and name: \_\_\_\_\_

By

By

Do not lose or destroy this Deed of Trust ON THE BUFF which it encloses...

20000427  
00214

ENSIGN FEDERAL CREDIT UNION  
REAL PROPERTY EQUITY LINE OF CREDIT  
RIDER TO DEED OF TRUST

The following replaces and amends the paragraph entitled "For the Purpose of Securing..." of the "Short Form Deed of Trust and Assignment of Benefits" between Ensign Federal Credit Union ("Beneficiary") and Land Title of Nevada, Inc. ("Trustee") and Lavelle P. Atkinson and Sheila Atkinson, husband and wife as joint tenants, ("Trustor"), dated April 21, 2000 (herein the "Deed of Trust").

For the purpose of securing

- (1) All of the obligations of Trustor under that certain agreement entitled "Real Property Equity Line of Credit Open-End Note and Federal Disclosure Statement for Loans Secured by Real Estate" between Trustor and Beneficiary dated April 21, 2000 (hereinafter referred to as "Note"), as said Note may be modified or the obligations secured thereby may be extended, renewed, or replaced by other evidences of indebtedness from time to time. The Note provides for the payment of all sums of money with interest, at a rate or rates tied to an index and is, therefore, subject to change from time to time, and other charges which may be paid out or advanced by, or otherwise due to Trustee or Beneficiary, under the provisions of the Note and the Deed of Trust and this Rider to Deed of Trust. The amount secured hereby as of the date of the Deed of Trust and this Rider to Deed of Trust is Trustor's credit limit of \$185,500.00 (hereinafter referred to as the "credit limit"). This amount may be increased by Beneficiary upon Trustor's request and may be decreased by Beneficiary upon notice to the other parties to the Note.
- (2) Payment with interest of any and all present or future indebtedness or obligations of Trustor (or any of them or any successor in interest to Trustor to the property) to Beneficiary, whether created directly or acquired by assignment, whether fixed or contingent, whether due or not, whether otherwise secured or not, or whether existing at the execution of the Deed of Trust and this Rider to Deed of Trust or arising thereafter.
- (3) Payment of such additional sums, with interest thereon, as may hereafter be advanced to Trustor, or its successors or assigns, when evidenced by a Note reciting that they are secured by the Deed of Trust and this Rider to Deed of Trust, and all extensions, modifications, and renewals of such additional advances.
- (4) Payment, performance and discharge of every obligation, covenant and agreement of Trustor whether contained or incorporated by reference of the Deed of Trust and the Rider to Deed of Trust, or contained in any document now or hereafter executed by Trustor in connection with the loan evidenced by the Note.

**Variable Rate Loan.** The Note secured by the Deed of Trust and this Rider to Deed of Trust contains provisions that may result in changes in the Annual Percentage Rate or in additional periodic installments. Reference is hereby made to the Note and to the terms of the Deed of Trust for provisions relating to such matters.

**Agreement to Lend.** Subject to the terms of the Note, Beneficiary is obligated to advance to Trustor during the Draw Period, or any extension of the Draw Period, an amount not to exceed Trustor's credit limit and Beneficiary is establishing for Trustor an account in the amount of Trustor's credit limit. Trustor's credit limit is the maximum amount of unpaid balance to which Trustor will be entitled. Trustor's repayment during the Draw Period of the Note of all or portion of the then unpaid balance will result in a corresponding increase in credit then available to Trustor under the Note. The initial Draw Period ends on April 26, 2010, but may be extended by mutual agreement of Beneficiary and Trustor.

**Attorney's Fees and Cost.** Trustor agrees to pay Beneficiary a full attorney's fees, expenses, and cost incurred by Beneficiary in the enforcement of the Note or any part hereof, including the Deed of Trust and this Rider to Deed of Trust.

The following contains those terms of the Note relating to ANNUAL PERCENTAGE RATE changes. See the Note and Deed of Trust for complete terms.

In this portion of this Rider to Deed of Trust the words I, Me and My mean each and all of those who sign the Real Property Equity Line of Credit Open-End Note and Federal Disclosure Statement for Loans secured by Real Estate (herein "Note"). The words you, Your and Yours mean ENSIGN FEDERAL CREDIT UNION.

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A "BALLOON" PAYMENT.

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.

LPA SA 4/21/00

20000427

Payment: I promise to repay you at your office all sums advanced to me or any person I permit to use my account on the terms and at the rates set forth herein. Payments will continue until I have paid in full the unpaid balance, FINANCE CHARGE and any other charges. If my ANNUAL PERCENTAGE RATE is changed pursuant to the provisions set forth herein, or if I take an advance, the amount of payments required to repay the unpaid balance will be affected accordingly. I understand that each payment is applied first to late charges, if any, and other charges, if any, then to FINANCE CHARGES and then to unpaid balance.

Periodic Rate: The initial daily periodic rate used in calculating the FINANCE CHARGE is the daily periodic rate set forth in the Note (a corresponding initial ANNUAL PERCENTAGE RATE set forth in the Note).

The daily periodic rate is determined by dividing the ANNUAL PERCENTAGE RATE by 365 and will change when the ANNUAL PERCENTAGE RATE changes.

The ANNUAL PERCENTAGE RATE provided under the Note does not include costs other than interest.

When FINANCE CHARGE is imposed: The FINANCE CHARGE begins on the date each advance is posted to my Account.

How To Determine The Balance On Which My FINANCE CHARGE is Computed: You will figure the FINANCE CHARGE on my account by applying the daily periodic rate to the unpaid balance of my account. To get the unpaid balance, you will take the ending balance of my account each day, after adding any new advances and subtracting any payments or credits. This gives you the unpaid balance.

How You Determine My Total FINANCE CHARGE: Each time I make a payment on my account (or from the date of my first advance on a new account), you will multiply the unpaid balance by the applicable daily periodic rates (in effect at the time), and multiply that result by the number of days since the date of the last payment (or from the date of the first advance on a new account). When advances are added to the loan, the FINANCE CHARGE is computed on the unpaid balance from the date of the last payment or advance (or from the date of the first advance on a new account) to the date of the additional advance, then on the total unpaid balance to the date of the next payment or advance. This determines my total periodic FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGE is shown on a periodic statement delivered to me.

How You Determine Changes in My ANNUAL PERCENTAGE RATE: The ANNUAL PERCENTAGE RATE may increase or decrease on an annual basis during the term of the Note. Any such change will be based on an increase or decrease in the "Index" available on July 1 of each year. The "Index" is the monthly average of the one year Treasury Bill Rate (auction average), as published in the Federal Reserve Bulletin. In the event that the one year Treasury Bill Rate ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index as permitted under the Change of Terms paragraph set forth in the Note.

My ANNUAL PERCENTAGE RATE is determined by adding the margin set forth in the Note to the Index in effect as of each "Adjustment Date", rounded up to the next .25%. The Index in effect as of the date of the Note is set forth in the Note. You may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

My ANNUAL PERCENTAGE RATE is subject to change annually on August 1 of each year. These dates shall be known as "Adjustment Dates." The Index in effect on July 1 shall be used to calculate the ANNUAL PERCENTAGE RATE change effective August 1 of the same year. The maximum ANNUAL PERCENTAGE RATE during the term of the Note is set forth in the Note, except that the maximum may not exceed the maximum ANNUAL PERCENTAGE RATE permitted federal credit unions at the time of each ANNUAL PERCENTAGE RATE change. The minimum ANNUAL PERCENTAGE RATE during the term of the Note is set forth in the Note. The annual "cap" on increases or decreases in the ANNUAL PERCENTAGE RATE during the term of the Note is set forth in the Note. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE will result in changes in the amount of payments required to repay the unpaid balance.

Index and ANNUAL PERCENTAGE RATE Change Notice: Written notice of a change in the Index and ANNUAL PERCENTAGE RATE will be mailed to my address of record at least fifteen (15) days prior to the effective date of a change. This notice shall state: (a) the New ANNUAL PERCENTAGE RATE; (b) the New Index; (c) the change, if any, in the Minimum Monthly Payment; (d) the effective date of such change; and (e) my right to prepay the account without prepayment charge.

Mutual Modification: You and I may mutually agree in writing to modify the Note, as permitted by law, including but not limited to an extension of the Draw and/or Repayment Period(s). I understand that if I enter into a Mutual Modification Agreement with you, that I will continue to be subject to the terms and conditions set forth in the Note except where specifically modified by the Mutual Modification Agreement. I also understand that I shall be required to pay a processing fee as set forth in the Note for any costs you incur with regards to the modification including, but not limited to, the costs of a title search and report, title insurance and recording fees.

Change of Terms: You may change the terms of the Note as follows: 1) if such change is specifically authorized in the Note, 2) where the Index is no longer available, as permitted by law and/or regulation; 3) where the change will benefit me throughout the remaining term of the Note; 4) where the change is "insignificant"; or 5) as otherwise permitted by law and/or regulation. You will notify me of such a change by mailing a notice of the change to me at my last known address. I also understand that any such notice will be mailed at least fifteen (15) days prior to the effective date of the change or as required by federal or other law. Notice of Change in Terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing by me.

*SP SA*  
Initials  
*4/21/00*  
Date

20000427

Copy Received: I acknowledge receipt of a copy of the Note, the Deed of Trust and this Rider to Deed of Trust and agree to and accept their terms.

Lavell P. Atkinson 4-21-00  
Signature LAVELL P. ATKINSON Date

Sheila Atkinson 4/21/00  
Signature SHEILA ATKINSON Date

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

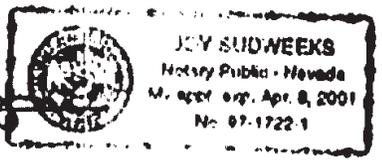
State of NEVADA  
County of CLARK

on April 21, 2000 before me, Joy Sudweeks, personally appeared  
LAVELL P. ATKINSON AND SHEILA ATKINSON  
Name(s) of Signer(s)

[ ] personally known to me OR [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joy Sudweeks  
Signature of Notary



[Seal]

CLARK COUNTY, NEVADA  
JUDITH A. VANDEVER, RECORDER  
RECORDED AT REQUEST OF:

LAND TITLE OF NEVADA  
04 17-2000 08:03 DBX 4  
OFFICIAL RECORDS  
BOOK 000004-7 INST. 00214  
FEE 10.00 F.P.T. .00

LA SA  
Initials  
4/21/00  
Date

# **EXHIBIT 3**

# **EXHIBIT 3**

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DISTRICT COURT

CLARK COUNTY, NEVADA

Lavelle P. Atkinson, )  
Sheila Atkinson, )  
Individuals, )

Plaintiff, )

vs. )

CASE NO.  
A-19-804902-C

CHARLES BROWN, an individual; )  
LAW OFFICE OF DAN M. WINDER )  
P.C., a domestic professional )  
corporation; DAN M. WINDER, )  
an individual, et al., )

Defendants. )

DEPOSITION OF SHEILA ATKINSON

Taken Remotely

Las Vegas, Nevada

Tuesday, March 23, 2021  
10:12 a.m.

Reported by: Angela Campagna, CCR #495

1 APPEARANCES:  
2 For the Plaintiffs: ADRIANA PEREYRA, ESQ.  
3 Integrity Law Firm  
4 819 South 6th Street  
5 Las Vegas, Nevada 89101  
6 Adriana@integritylawnv.com  
7  
8 DANIELLE J. BARRAZA, ESQ.  
9 Maier Gutierrez & Associates  
10 8816 Spanish Ridge Avenue  
11 Las Vegas, Nevada 89148  
12 Dj@mgalaw.com  
13  
14 For the Defendants: ARNOLD WEINSTOCK, ESQ.  
15 Law Office of  
16 Dan M. Winder, P.C.  
17 3507 W. Charleston Blvd.  
18 Las Vegas, Nevada 89102  
19 Winderanatty@aol.com  
20  
21  
22  
23  
24  
25

1 INDEX cont.  
2  
3 CERTIFIED QUESTIONS  
4 PAGE 138, LINE 5  
5 Q. Were you asked to verify any of the  
6 information on the complaint?  
7  
8 INFORMATION TO BE SUPPLIED  
9 PAGE 49, LINE 8  
10 Theresa Lang's address  
11  
12  
13  
14  
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1 INDEX TO EXHIBITS  
2 SHEILA ATKINSON  
3 Tuesday, March 23, 2020  
4 Angela Campagna, CCR No. 495  
5  
6 EXAMINATION  
7 By Mr. Weinstock: 4, 187  
8 By Ms. Barraza: 183, 194  
9  
10 MARKED DESCRIPTION PAGE  
11 (Exhibits were not offered.)  
12  
13 CERTIFIED QUESTIONS  
14 PAGE 25, LINE 7  
15 Q. Did you pay Mr. Watkins to review the  
16 document?  
17 PAGE 79, LINE 20  
18 Q. "Let me ask you again: Did anybody  
19 tell you that the fact that Charles Brown brought  
20 you a new agreement for you to sign because you  
21 never signed it in any way made the July 6, 2017,  
22 agreement that you and your husband signed on July  
23 20th, 2017?"  
24 PAGE 117, LINE 12  
25 Q. "Did you talk to any of your three  
attorneys that were representing you on that lawsuit  
when it was concluded about filing a motion with the  
court to get the court to order that Mr. Brown -- to  
pay you attorney fees in that case?"  
PAGE 117, PAGE 25  
A. "Yeah, I don't --"  
PAGE 125, LINE 3  
Q. "Did you or your husband ever advise  
any attorney to file any motions with the court  
seeking attorney fees on the first lawsuit?"  
PAGE 137, LINE 22  
Q. "And, Mrs. Atkinson, is it your desire  
not to answer that question based upon your  
attorney's advice, knowing that you could have  
consequences as a result?"  
/////  
/////  
/////  
25

1 VIDEOCONFERENCE DEPOSITION OF  
2 SHEILA ATKINSON  
3 March 23, 2021  
4 SHEILA ATKINSON,  
5 having been first duly sworn, testified as follows:  
6 EXAMINATION  
7 BY MR. WEINSTOCK:  
8 Q. Mrs. Atkinson, please state your full  
9 legal name for the record.  
10 A. Sheila Atkinson.  
11 Q. And what's your date of birth?  
12 A. June 20, 1944.  
13 Q. Now, have you ever had your deposition  
14 taken before?  
15 A. No.  
16 Q. Okay.  
17 A. No. I've never got in a bad position,  
18 just this one.  
19 Q. Okay. Let me explain a little bit  
20 about the deposition process to you so you  
21 understand. This is part of the discovery process  
22 that is being used for both sides to try to get some  
23 information on the lawsuit that deals with dd that  
24 you and your husband filed against Charles Brown;  
25 Stacy Brown; Dan Winder, P.C.; and Dan Winder

1 individually.  
2 **A. And the what?**  
3 Q. And Dan Winder individually.  
4 **A. Uh-huh.**  
5 Q. Are you familiar with that lawsuit?  
6 **A. Yes.**  
7 Q. Okay. By this deposition I'm just  
8 going to be asking you questions to hopefully help  
9 both sides get some information which could be used  
10 if this matter proceeds to a trial. Do you  
11 understand that?  
12 **A. I have to do what?**  
13 Q. These are just questions I'm going to  
14 ask you that could possibly be used if this matter  
15 goes to trial.  
16 **A. No.**  
17 Q. Both sides try to reach a resolution to  
18 hopefully resolve this case.  
19 **A. Yes.**  
20 Q. Now, you've been placed under oath  
21 where you're swearing to tell the truth, the whole  
22 truth, and nothing but the truth. You understand  
23 that?  
24 **A. Yes.**  
25 Q. And that's the same admonition that is

Page 6

1 given to any witness in a court of law.  
2 **A. Yes.**  
3 Q. And if it is determined that you are  
4 not telling the truth, you could be prosecuted for  
5 perjury if it is a knowing and willful violation by  
6 you of not telling the truth.  
7 **A. I understand. I'm only going to tell**  
8 **you what happened.**  
9 Q. Okay. That's all we're asking.  
10 **A. Okay.**  
11 Q. Now, I'm going to be asking you some  
12 questions; and if you do not understand the question  
13 or you're not sure about the question, please state  
14 that fact and let me know so that hopefully I can  
15 rephrase the question so that you understand it. Do  
16 you understand that?  
17 **A. Yes.**  
18 Q. If you answer a question, we're going  
19 to assume that you understood the question and your  
20 answer is the truthful answer to that question.  
21 **A. Yes.**  
22 Q. Now, have you -- are you under the  
23 influence of any medication today?  
24 **A. No.**  
25 Q. Are you --

Page 7

1 **A. No medication. Some vitamins.**  
2 Q. Okay. Is there anything in your mind  
3 that is in any way preventing you from answering  
4 questions truthfully today?  
5 **A. Why would I do that?**  
6 Q. I'm asking you: Is there anything that  
7 you believe -- because, you know, for example, it  
8 could be some tragic event going on in your life  
9 that you're so worried or upset about that would  
10 prevent you from answering questions or you're not  
11 feeling well or you have taken, like I said, some  
12 medication or alcohol that could affect you. Any of  
13 those things that you can think of that would in any  
14 way prevent or interfere with your ability to tell  
15 the truth today?  
16 **A. No, there is nothing.**  
17 Q. You have two attorneys presents for you  
18 here. One is with you, Adriana, correct?  
19 **A. Yes.**  
20 Q. And is there anybody else in the room  
21 at the present time?  
22 **A. No, just us two.**  
23 Q. Okay. Now, do you have any problems  
24 with answering questions here today under oath?  
25 **A. No, I don't. I'm fine.**

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1 Q. Now, let me ask you: Are you familiar  
2 with a gentleman by the name of Charles Brown?  
3 **A. Yes, I do know him. I don't know him,**  
4 **you know, as a friend or -- I don't know him as, you**  
5 **know, something a person that I have known a long,**  
6 **long time; but I do know who he is, and I do know**  
7 **what he's done.**  
8 Q. Do you recall approximately when you  
9 first met Charles Brown?  
10 **A. You know, I don't know exactly.**  
11 **Probably -- well it was in the summer of '17. And I**  
12 **can't remember what exactly -- he came to our house,**  
13 **and he has stopped, talked to us a neighbor. And he**  
14 **asked who owned -- who owned that -- the house on**  
15 **the coroner, and she told him who we were -- who we**  
16 **were and she told him where we lived and he came up**  
17 **to the house.**  
18 Q. Do you recall who that neighbor was?  
19 **A. I can't think of her name; but, you**  
20 **know, it's not -- she's not a person that, you know,**  
21 **I run around with or anything. You know, she's just**  
22 **a nice person, and I can't I can't think -- it's a**  
23 **while before I've even seen her. But, you know,**  
24 **she's just a nice person.**  
25 Q. And just so we're clear, the house that

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1 we're talking about is located at 2315 N. Decatur  
 2 Blvd. in Las Vegas, Nevada, correct?  
 3 **A. Yes.**  
 4 Q. Is that a house that you purchased with  
 5 your husband?  
 6 **A. Yes.**  
 7 Q. And what is your husband's name for the  
 8 record?  
 9 **A. Lavelle Atkinson.**  
 10 Q. How long have you -- the two of you  
 11 been married?  
 12 **A. I can't even think of that. We've been**  
 13 **a long time.**  
 14 Q. Do you recall when you and your husband  
 15 purchased the house at 2315 N. Decatur boulevard?  
 16 **A. I can't remember exactly. That was a**  
 17 **long time ago.**  
 18 Q. Approximately. Can you say ten,  
 19 fifteen?  
 20 **A. A couple -- at least 23, probably, you**  
 21 **know, around 23 years.**  
 22 Q. Did the two of you purchase that house  
 23 as a residence for you to live in or an investment  
 24 property?  
 25 **A. I -- we had a carpet -- we sold carpet.**

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1 Q. You sold carpet from that house?  
 2 **A. Yes.**  
 3 Q. Was it a business?  
 4 **A. Yes.**  
 5 Q. What was the name of the business?  
 6 **A. Chavelle Interiors.**  
 7 Q. When was that business formed?  
 8 **A. I don't know how many years that's**  
 9 **been. We haven't been doing it for a long time.**  
 10 **But I can't tell you exactly what year.**  
 11 Q. Was it formed before or after you  
 12 purchased the house at the 2300 N. Decatur?  
 13 **A. There was some of the -- some friends**  
 14 **that would -- they had the -- they did the carpet,**  
 15 **and so they asked us to go in with them; and so, we**  
 16 **did. And we worked with them for a while, and**  
 17 **then -- and then we went -- just did it ourselves**  
 18 **because they had a child that had got cancer and so**  
 19 **they wanted to quit working.**  
 20 Q. Again, my question was: Was that  
 21 business formed before or after you and your husband  
 22 purchased the residence at 2315?  
 23 **A. That was being -- that was -- they**  
 24 **were -- our friends were doing that job at the time**  
 25 **when we went in -- when -- when we went in with**

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1 **them.**  
 2 Q. Okay.  
 3 **A. What does this have to -- what does**  
 4 **this have to do with this?**  
 5 Q. Well, I'm the one asking the questions.  
 6 I'm just trying to get information. Okay?  
 7 So my question for you is: Did  
 8 you and your husband ever live in the house at 2315  
 9 N. Decatur Blvd.?  
 10 **A. No.**  
 11 Q. Did anyone ever live in that house at  
 12 2315 N. Decatur Blvd. after you and your husband  
 13 purchased it?  
 14 **A. No. No nobody has lived in it.**  
 15 Q. Do you know what that house is zoned  
 16 as?  
 17 **A. It's commercial.**  
 18 Q. How long did the business of Chavelle  
 19 Interiors continue to operate a business at 2315  
 20 N. Decatur Blvd.?  
 21 **A. I'm not sure about how long we did**  
 22 **that.**  
 23 **I can't understand why this has**  
 24 **anything to do with this.**  
 25 Q. Well, with all due respect,

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1 Mrs. Atkinson, I'm allowed as part of the discovery  
 2 process to ask questions that we believe may lead to  
 3 relevant information.  
 4 MS. PEREYRA: I want to know why it's  
 5 relevant, as well. I'm going to place an objection.  
 6 BY MR. WEINSTOCK:  
 7 Q. Let me explain to you. Your attorney  
 8 has the ability to answer or to make an objection to  
 9 a question just as she did. However, because there  
 10 is no judge present to rule on her objection, unless  
 11 she directs you not to answer the question and you  
 12 decide not to answer based upon her  
 13 advice, you must answer the question.  
 14 Now, if you refuse to answer a  
 15 question, either on your own or based upon your  
 16 attorney's advice, we could bring that matter before  
 17 the person that we refer to as the discovery  
 18 commissioner; and if she determines that you should  
 19 have answered the question, we would have to  
 20 reconvene this deposition. And you could be held  
 21 responsible for the cost of that deposition.  
 22 So I'm just advising you that I'm  
 23 asking questions. Your attorney has the opportunity  
 24 to object. But you still have to answer the  
 25 question unless you decide not to, but that is at

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1 your peril.  
2 **A. Okay. I'll tell you just what I just**  
3 **told you. It was many years, and I can't remember**  
4 **for sure when we started that; and so, that's all I**  
5 **can tell you. That's all I can tell.**  
6 Q. So back in 2016, did there come a time  
7 when you and your husband decided to sell the  
8 location of 2315 N. Decatur Blvd. to Mr. Charles  
9 Brown?  
10 **A. No. I did -- we did not have that up**  
11 **for sale and we had never had it up for sale and**  
12 **it's still has never been up for sale.**  
13 Q. He's the one that came up -- he was the  
14 one that talked to the neighbor, and then he come to  
15 our house?  
16 **A. That was in 2017, but I had -- we had**  
17 **not thought about selling it and had never put it**  
18 **up. It's never been put up for sale.**  
19 Q. Did you at one point in time -- do you  
20 recall you or your husband signing an agreement that  
21 you were going to sell that residence at 2315  
22 N. Decatur Blvd. to Mr. Charles Brown?  
23 **A. Yes. That was one big mistake because**  
24 **I found out that, you know, he was a person that was**  
25 **not a good person; and I know that because a call**

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1 **had me come down to there, and I had to look at**  
2 **pictures and to say at -- to point him out. And I**  
3 **told -- and I did tell -- I did tell him, yes, this**  
4 **is -- there was several pictures, and I pointed at**  
5 **him; and I said, yes, that is him. And I didn't**  
6 **even know -- I didn't even know at that time that --**  
7 **what they did to older people, and they -- and they**  
8 **took older people and they got what they had and**  
9 **they scared him. Now this is coming from the --**  
10 **from the cops.**  
11 Q. Okay. Do you know, Mrs. Atkinson -- I  
12 don't mean to interrupt you, but I'm just trying to  
13 get information, again, in this lawsuit.  
14 Now, you've indicated that --  
15 prior to the occasion where you entered -- you and  
16 your husband entered into an agreement to sell the  
17 residence at 2315 N. Decatur Blvd. to Mr. Brown, had  
18 you ever met him before that time?  
19 **A. No. No. And he acted like -- you**  
20 **know, he was -- he constantly said, you know, what a**  
21 **nice wife he had, what a nice family. He had four**  
22 **kids. His kids were doing really good in college.**  
23 **And so, he had talked about that -- talked about**  
24 **that.**  
25 **So I thought, well, you know, he**

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1 **seems -- it seems like he's a really nice person.**  
2 **And I -- and I did tell him, I said I like -- I like**  
3 **my neighbors, and I don't want to sell this place**  
4 **and not have something good. And I don't want bad**  
5 **people around. I'm not going to sell it like that.**  
6 **What are you going to do with it? I said, what**  
7 **would you think of -- would you -- would you -- if**  
8 **you -- if you -- if we sold it, then what would you**  
9 **do with it?**  
10 Q. What did he tell you he would do with  
11 it?  
12 **A. And he said it would just be for their**  
13 **family. It was going to be a family thing.**  
14 Q. Okay. Did he -- did you ever meet any  
15 members of his family?  
16 **A. No. No, he never -- in fact, you**  
17 **couldn't even find out where he lived.**  
18 Q. Okay.  
19 **A. I mean, he didn't tell you where he**  
20 **lived at all. He didn't let you know where he**  
21 **lived. And he told -- and then he was saying he**  
22 **had -- he had -- he had a car -- he had a car place,**  
23 **and -- but he never would say where that was,**  
24 **either; and then we found out that, no, he never did**  
25 **have -- he didn't have that.**

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1 Q. In any event, you agreed with your  
2 husband in July 6, 2017, to sell the residence at  
3 2315 N. Decatur Blvd. to Mr. Charles Brown, correct?  
4 MS. BARRAZA: Objection, form.  
5 You can answer the question.  
6 THE WITNESS: Yes, I did. I did because I  
7 thought at that time -- in time that he was a nice  
8 person. And then we -- and then I find out from the  
9 cops that, you know, I have to point him out down  
10 the -- because he was he -- they took people. They  
11 took old people, and they took it away from them.  
12 The cop told me himself.  
13 BY MR. WEINSTOCK:  
14 Q. Do you know what cop told you this?  
15 **A. Let me finish. So I -- the cop told me**  
16 **what they did and that they wanted to get your house**  
17 **or whatever that they are after, and then they are**  
18 **acting very nice and they are a nice person and**  
19 **then --**  
20 Q. Mrs. Atkinson --  
21 **A. -- and then they do something -- they**  
22 **do something like they did with me because they --**  
23 **they was taking it. They was trying to get that.**  
24 **And that's what they did with everybody else. And**  
25 **the cop told me, he said the bad thing isn't that**

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1 they -- they get -- they get it out of you and then  
2 you're scared and you -- and they won't stand up and  
3 say what went on.  
4 Q. Mrs. Atkinson, I'm sorry to interrupt,  
5 but this is going to take a very, very long time.  
6 I'm here to ask you questions. I need you to answer  
7 the questions I have asked. If you have something  
8 else to say, your attorney will have the ability to  
9 ask you questions so that you can further explain  
10 your answer to my question; but I need for you to  
11 answer -- when you're talking about "they," who is  
12 the "they" that you are referring to?  
13 **A. I'm referring to Charlie Brown.**  
14 Q. Just that one person or --  
15 **A. No. No. I found out later that that**  
16 **attorney was his partner because he told me that.**  
17 **He told me that. Charlie Brown told me that**  
18 **himself, and he told me --**  
19 Q. What did Charlie Brown tell you about  
20 this partner of an attorney?  
21 **A. He said that -- he said that they**  
22 **worked together.**  
23 Q. Did he mention a name?  
24 **A. Yes, he did.**  
25 Q. What name did he mention? Don't look

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1 at anything. Do you recall?  
2 **A. No, I'm looking right here at my paper**  
3 **because it's --**  
4 Q. Do you recall -- do you recall that  
5 Mr. Brown specifically told you --  
6 **A. Yes.**  
7 Q. -- he was in partnership with Dan  
8 Winder?  
9 **A. Yes, he absolutely did because he told**  
10 **me he was going to make the papers out. And he**  
11 **said, I have a partner. He's an attorney. And so,**  
12 **if he to do this, these papers out to sell this. I**  
13 **told him, yes, go ahead if you want that guy to fill**  
14 **out the papers.**  
15 **But he said I'm a person that I**  
16 **wouldn't just take it and -- and it would be okay**  
17 **with me if I took it to another attorney and said**  
18 **will you read this and make sure that it's okay**  
19 **because the guy that wants to buy this place,**  
20 **he's -- it's his -- the guy that he -- it's his**  
21 **partner.**  
22 Q. Now, Mrs. Atkinson, please listen  
23 carefully to this question; and please make sure you  
24 are telling the absolute truth to the best of your  
25 recollection.

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1 **A. I've told you that the whole time. I**  
2 **have said anything -- not one word is -- it's all**  
3 **truth.**  
4 Q. Mrs. Atkinson, when you said Mr. Brown  
5 specifically told you of a partnership that you had  
6 with an attorney, didn't he use the word  
7 "partnership"?  
8 **A. Yes, he did.**  
9 Q. And you're testifying -- Mrs. Atkinson,  
10 please let me finish the question before you answer.  
11 Now, you're testimony is you  
12 specifically recall Mr. Brown telling you that he  
13 was in a partnership with an attorney?  
14 MS. BARRAZA: Objection, asked and answered.  
15 So you can move on.  
16 BY MR. WEINSTOCK:  
17 Q. I'm just trying to clarify the record  
18 because we were both talking. Mrs. Atkinson, is  
19 that true?  
20 **A. Yes, that's true.**  
21 Q. Okay. And --  
22 **A. Why would I tell you any different.**  
23 Q. Specifically you recall Mr. Brown at  
24 that same time specifically telling you that he was  
25 in a partnership with Dan Winder?

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1 MS. BARRAZA: Objection, asked and answered.  
2 You can answer.  
3 THE WITNESS: Yes, I did.  
4 BY MR. WEINSTOCK:  
5 Q. Okay. And do you recall when that  
6 conversation was had?  
7 **A. That was when we decided to sell it to**  
8 **him, and that's when he told me he had this attorney**  
9 **and that he would draw up the papers.**  
10 Q. Okay. Let me ask you now --  
11 **A. He was the partner because they had**  
12 **done things with -- he had done things with him.**  
13 Q. Okay. Did he tell you that they were  
14 partners in the business of purchasing your house or  
15 just that Mr. Winder was going to prepare the  
16 paperwork for him to prepare for the sale of the  
17 house?  
18 **A. Okay. For how many times I've told you**  
19 **that he said that it was his partner. And so, his**  
20 **partner was an attorney. And so, he would have him**  
21 **draw this up.**  
22 **And I told him that's fine, if**  
23 **that's what -- if that's, you know, what you want to**  
24 **do; but I am going to take -- I am going to take it**  
25 **to another attorney and have him read it because**

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1 I -- I wouldn't just take what he had done and then  
2 just say, okay, it's fine, because I didn't know  
3 that attorney. I didn't know Charlie Brown very  
4 well.  
5 And so, I took it to another  
6 attorney and said read this and tell me if it's  
7 right.  
8 Q. Who is that other attorney?  
9 A. I don't think I have to tell what  
10 attorney it is.  
11 Q. I think you know -- again, and just as  
12 I told you, at a deposition your attorney can object  
13 to a question. You are still going to have to  
14 answer it under oath unless your attorney tells you  
15 not to answer.  
16 A. Well, I'll just tell you; and I'm not  
17 going to tell you his name. I would ask him if it's  
18 okay, but my son was an attorney and died of cancer.  
19 Q. I'm sorry to hear that.  
20 A. And if he had not passed away, I would  
21 have taken it to my son.  
22 Q. I'm sorry to hear about your son.  
23 A. I went and said would you -- would you  
24 see this, because my son had died. And then I knew  
25 that I could know that this person would let --

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1 would read it and tell me the truth. And I wasn't  
2 going to take something from somebody else that  
3 writes something up and I don't know anything about  
4 that person, and I did not know anybody {sic} about  
5 that person that was his -- that -- that was his  
6 partner.  
7 Q. Okay. Mrs. Atkinson, is it your  
8 decision to not tell me the name of the attorney  
9 that you talked to and showed the agreement to?  
10 A. I'll ask him.  
11 Q. Who? What is his name?  
12 A. I don't need -- I don't think I need to  
13 tell you that. I can -- I think that I can ask that  
14 person and tell him what is going on and if -- and  
15 I'll ask -- I'll see if that's okay.  
16 Q. Would you want to ask your attorney for  
17 you --  
18 A. He did that for -- for a -- for a -- he  
19 was a good friend of my son's; and so, he was doing  
20 it for a favor for me because my son had died. And  
21 so, I'm not going to bring his -- I'm not going to  
22 bring his name into anything.  
23 Q. You want to take the time to ask the  
24 attorney that is sitting next to you if you could  
25 answer that question?

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1 A. The what?  
2 Q. Do you want to take the time to ask  
3 Adriana if she believes you should answer that  
4 question?  
5 A. No. I didn't ask her if I should  
6 answer that. I asked -- I did -- I say what I think  
7 I need to say. Me.  
8 Q. Okay. So you're absolutely refusing to  
9 answer that question at this time, correct?  
10 A. I will ask -- I will ask that guy.  
11 Q. Well, we're doing a depo now. I'm  
12 asking the questions now, and you have to answer  
13 now.  
14 MS. PEREYRA: We're going to take a break.  
15 MR. WEINSTOCK: You want to take a break,  
16 Ms. Pereyra?  
17 MS. PEREYRA: I do.  
18 MR. WEINSTOCK: Take a break and talk to her  
19 about this, Ms. Pereyra.  
20 MS. PEREYRA: Okay.  
21 (Off the record.)  
22 BY MR. WEINSTOCK:  
23 Q. Mrs. Atkinson, have you talked to your  
24 attorney about your determining -- your decision not  
25 to give me the name of the attorney?

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1 A. Well, I guess it's okay, then.  
2 Q. Okay. Will you give me the name of the  
3 attorney that you had review the document?  
4 A. Justin Watkins.  
5 Q. Justin Watkins?  
6 A. Yes.  
7 Q. Did you pay Mr. Watkins to review the  
8 document?  
9 MS. PEREYRA: Objection, attorney/client  
10 privilege.  
11 BY MR. WEINSTOCK:  
12 Q. Did you pay him?  
13 MS. PEREYRA: I have instructed her not to  
14 answer that.  
15 MR. WEINSTOCK: You've instructed her not to  
16 answer?  
17 MS. PEREYRA: Correct, based on  
18 attorney/client privilege.  
19 MR. WEINSTOCK: Payment to an attorney is not  
20 attorney/client privilege.  
21 MS. PEREYRA: Okay. That can be your  
22 position.  
23 BY MR. WEINSTOCK:  
24 Q. So based upon the representation -- or  
25 the advice of your attorney, Mrs. Atkinson, is it

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1 your decision not to answer this question?  
2 **A. Well, that's -- I can understand that,**  
3 **yeah. Why was -- why would it be -- what you want**  
4 **to know about? What's that going to do?**  
5 Q. Mrs. Atkinson, my question was: Did  
6 you retain him and pay him?  
7 **A. I'm not going to say. I told you who**  
8 **it was, and that was all. And whether -- and**  
9 **whether I -- and whether I paid for him or whether I**  
10 **didn't, it's not -- I can't -- I can't understand**  
11 **why it would --**  
12 Q. Well, you're not going to answer that  
13 question?  
14 **A. No.**  
15 MR. WEINSTOCK: Could you please certify that,  
16 Ms. Court Reporter.  
17 (Whereupon, the question will be certified.)  
18 BY MR. WEINSTOCK:  
19 Q. Mrs. Atkinson, did Mr. Watkins have any  
20 concern with the documents you presented to him?  
21 MS. BARRAZA: Objection, attorney/client  
22 privilege. I'm instructing the witness not to  
23 answer any questions about what Mr. Watkins  
24 instructed you to do or any concerns that he  
25 expressed to you, so don't answer that question.

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1 BY MR. WEINSTOCK:  
2 Q. Is that still your opinion, that you  
3 are not going to answer any questions regarding your  
4 conversation with Mr. Watkins regarding the  
5 documents you presented to him after Mr. Brown  
6 presented you the documents? Is that still your --  
7 **A. Well, I can tell you one thing, is that**  
8 **what -- you know, it at first was okay, what he --**  
9 **what he made up, but then he brought -- me he**  
10 **brought me another one.**  
11 Q. Another what?  
12 **A. Brought me another one to my house and,**  
13 **said I'm going to change this to my -- to my wife**  
14 **because she can get more money from the -- see, I**  
15 **guess she has more -- you know, better thing than he**  
16 **did. And so, he said they have got the money for**  
17 **me. They have got it. They are ready to go. They**  
18 **are ready to -- so that we can pay. We're ready to**  
19 **do it and -- and sign this other one because I've**  
20 **got -- I have put my wife's on it, not mine.**  
21 Q. Mrs. Atkinson --  
22 **A. Let me finish.**  
23 Q. If you will please wait until I've  
24 asked you a question. You're answering things that  
25 may be -- you're not supposed to answer. Please let

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1 me ask questions. Please answer the question as I  
2 ask them. Okay? Do you understand that?  
3 **A. Well, the thing is, is he then started**  
4 **out doing with a different thing than what his**  
5 **partner did the first thing.**  
6 Q. Who is "he"? Tell me, when you refer  
7 to "he," who are you referring to?  
8 **A. The -- Charlie Brown.**  
9 Q. Okay.  
10 **A. So he was bringing me a different set**  
11 **of things, a different set; and he wanted me to --**  
12 **to sign it. And he said, they are waiting for me.**  
13 **They are waiting for me. Sign it.**  
14 Q. Who is "they" that said was waiting for  
15 him?  
16 **A. I don't know who was waiting. He said**  
17 **they had the money. He wanted me to resign a**  
18 **different one with his wife's name on it.**  
19 **And I said I would not do**  
20 **something like that. And I said, now, if -- I'm not**  
21 **going to sign something. How -- what, do you think**  
22 **I am stupid? I would have to take what you're**  
23 **giving me now and taking that back to my friend and**  
24 **having him read it. I would have -- would not sign**  
25 **something and just let that go.**

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1 **And so, I said to him, I said,**  
2 **Charlie, I am not going to sign this. I'm not going**  
3 **to sign this at all, and I'm not going to take this**  
4 **back down to Justin and say we -- do the same thing**  
5 **and have him go over it again. No, I wasn't going**  
6 **to do that. And I said to him, this is over. This**  
7 **is it, done. I took it in the house, threw it on**  
8 **the bed, and I --**  
9 Q. Can you please --  
10 **A. -- I couldn't even read it because --**  
11 **and then after a while, we read it. It was totally**  
12 **changed, totally, a hundred percent changed.**  
13 Q. Mrs. Atkinson, can you please let me  
14 ask you a question --  
15 **A. He was prodding -- he was committing a**  
16 **fraud.**  
17 Q. Mrs. Atkinson, I understand your  
18 position. I understand your belief.  
19 **A. I don't think you understand my belief**  
20 **and what -- what I have done because then I have had**  
21 **a lot of stuff going on with us. My family wouldn't**  
22 **even let me stay in where I was living because of**  
23 **these people, all this -- with all this fraud.**  
24 Q. Mrs. Atkinson --  
25 **A. So I had to move.**

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1 Q. Mrs. Atkinson --  
 2 **A. My family was -- they was afraid, and**  
 3 **so were we.**  
 4 MR. WEINSTOCK: Adriana, can you please --  
 5 Adriana, can you please instruct your client to  
 6 listen and allow me to ask questions instead of  
 7 going on a long diatribe? I'm going to give her all  
 8 the opportunity she wants to speak, but we're going  
 9 to have to go through everything that she has been  
 10 talking about and we're going to have to make it  
 11 clear on the record. So can you please instruct  
 12 your client to answer only the questions that are  
 13 being asked.  
 14 THE WITNESS: I just want to make sure that  
 15 you get all of it.  
 16 BY MR. WEINSTOCK:  
 17 Q. I'm going to get all of it, but I have  
 18 to do it the right way.  
 19 MS. BARRAZA: Mr. Weinstock, why don't you go  
 20 on to your next question; and she'll answer to that  
 21 question. Go on with your next question, and we can  
 22 go on.  
 23 MR. WEINSTOCK: We can't go on if she's going  
 24 to talk for five minutes to answer a question  
 25 because I -- because I have many, many follow-up

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1 questions over what she has said. So we're going to  
 2 be here all day if she does not follow the rules,  
 3 Ms. Pereyra.  
 4 MS. PEREYRA: And some people take a long time  
 5 to get to an answer. I can't change her style of  
 6 answering a question.  
 7 MR. WEINSTOCK: Her answers are not responsive  
 8 to the question.  
 9 MS. PEREYRA: She's not answering what you  
 10 want to hear. That doesn't -- does not mean she's  
 11 not answering.  
 12 THE WITNESS: You said you want the truth, and  
 13 I'm telling you what went on.  
 14 BY MR. WEINSTOCK:  
 15 Q. Mrs. Atkinson, personally, did you ever  
 16 meet Dan Winder? Yes or no.  
 17 **A. I seen him at one time; but, no, I**  
 18 **didn't know him personally, no. Not at all.**  
 19 Q. When was the one time you believe you  
 20 saw him?  
 21 **A. I can't even say. I think it was -- I**  
 22 **can't even remember where.**  
 23 Q. Did you talk to him?  
 24 **A. No.**  
 25 Q. You've never talked to Mr. Winder,

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1 correct?  
 2 **A. No.**  
 3 Q. Now let's go back to July 6 of 2017.  
 4 Okay?  
 5 **A. Uh-huh.**  
 6 Q. Do you recall -- you've testified  
 7 Mr. Brown came to your house with a document and  
 8 asked to purchase your house, correct?  
 9 **A. Well, yeah. We've been over that.**  
 10 Q. I'll have to go over it again because I  
 11 have questions in that regard.  
 12 Mr. Brown came to your house. Who  
 13 was present at that time?  
 14 **A. He was by himself when he came that**  
 15 **first day.**  
 16 Q. Was your husband present when he came?  
 17 **A. He was -- he was there at the house,**  
 18 **yeah. He didn't really come out and talk to him.**  
 19 Q. So July 6, 2017, it's your testimony  
 20 that your husband never talked to Mr. Brown?  
 21 **A. No, he talked to him; but he didn't**  
 22 **talk a lot to him.**  
 23 Q. Okay. So he was outside when Mr. Brown  
 24 came to the house, knocked on the door, said he  
 25 wanted to purchase your house and gave you a paper

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1 and then said, he said -- Mr. Brown said was  
 2 prepared to buy --  
 3 **A. Not on that first day. He didn't bring**  
 4 **a paper to that first day. He just said that he**  
 5 **wanted to -- he would -- he wants to buy it. And I**  
 6 **told him at that point we did not think about to do**  
 7 **that.**  
 8 **He came to the house several,**  
 9 **several times saying that he wanted to buy it. We**  
 10 **did not say the first day that -- that we were going**  
 11 **to sell that to him at all.**  
 12 Q. Okay. Thank you. I appreciate that.  
 13 Do you recall when was the first  
 14 time that Mr. Brown came to the house?  
 15 **A. I don't know. I mean, it wasn't any**  
 16 **big deal for me to -- to think about it for years.**  
 17 Q. The first time Mr. Brown came to the  
 18 house, do you recall, did your husband also speak  
 19 with him the first time?  
 20 **A. I am not sure because I might have just**  
 21 **even gone back into the house and say that the guy**  
 22 **wanted to buy it. But the thing is, is that the**  
 23 **only -- the only thing -- the only thing we talked**  
 24 **about that first day is that I did tell him we have**  
 25 **not thought about that at all. We didn't talk**

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1 about, well, yeah, maybe we'll sell it to you or  
2 what we've been wanting to sell it, nothing like  
3 that. We had not even thought about selling it.  
4 Q. Understood. Now the second time  
5 Mr. Brown came back to your house, do you recall,  
6 was it the same day, the next day, a week later, a  
7 month later?  
8 A. No, he came several times; and I can't  
9 tell you what day and what date because he came  
10 several times. Well, are you thinking about, you  
11 know, selling? What do you think? And he just --  
12 and what he talked about is what a great family he  
13 had. And so, that was what went on for several  
14 times.  
15 Q. On any of those several times, do you  
16 recall Mr. Brown ever mentioning the name Dan  
17 Winder?  
18 A. Not until -- he did not mention that  
19 name until we said, well, okay, we'll sell it. And  
20 that's when he brought that up, is that he would  
21 have this -- this -- this guy that will put it  
22 together.  
23 Q. Okay.  
24 A. And because that is his partner and he  
25 would do it for us.

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1 Q. Mrs. Atkinson, let's work under the  
2 premise that it was July 6 of 2017 that you and  
3 Mr. Brown decided that you were going to sell your  
4 house to Mr. Brown. Does that sound correct?  
5 A. You know, I can't tell you. I can's  
6 tell you exactly that -- the very day. It's been a  
7 long time, but he -- that was what was said, is  
8 that -- it that he would have this guy, this  
9 attorney, do it. He would do it for him. I told  
10 him it would be --  
11 MS. PEREYRA: Wait until he asks a question.  
12 THE WITNESS: Okay.  
13 Go ahead.  
14 BY MR. WEINSTOCK:  
15 Q. Mrs. Atkinson, have you ever seen a  
16 purchase agreement and joint escrow instruction that  
17 was signed by you, your husband, and Charles Brown?  
18 A. Well, let me tell you something --  
19 Q. Yes or no, first. Have you ever seen  
20 such an agreement?  
21 A. Yes.  
22 Q. Do you recall there came a time when  
23 you signed that agreement?  
24 A. Yes, I did. But, you know, I never  
25 ever was shown something that that was done. I took

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1 his word for it. We found out that was a lie.  
2 Q. If I represented to you that that  
3 purchase agreement and joint escrow instruction was  
4 dated the sixth day of 2017, and on the last page  
5 was signed by Charles Brown on July 6, 2017, and  
6 signed by you and your husband on July 20, 2017,  
7 would you have any reason to dispute those dates?  
8 A. If it's on these papers and it's --  
9 that's when it was.  
10 Q. Okay. And if we worked under the  
11 premise, based upon that document, that you and your  
12 husband signed it on July 20th, 2017, between the  
13 time Charles Brown came to your house and you agreed  
14 to sell your house to him, and the time you signed  
15 it on July 20, had you had discussions with Charles  
16 Brown?  
17 A. Well, we had talked because I had asked  
18 him what he wanted to do with it, what he was going  
19 to do with it; and that's when he was saying it  
20 was -- it was going to be a family thing.  
21 Q. Okay. And he never said -- or did he  
22 ever say that he was planning on selling the house  
23 with his partner?  
24 A. He said that he was -- he said that --  
25 I had told him that I wanted to know what he was

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1 going to do with it, and he lied to me and told me  
2 that it was going to be a family thing.  
3 Q. Okay. And you've said that many times.  
4 He told you it was going to be a family place for he  
5 and his family, correct?  
6 A. Yes.  
7 Q. He never told you anything different  
8 that he claimed his partner told him or partner  
9 wanted him to do, correct?  
10 A. He -- he --  
11 Q. Yes or no, ma'am.  
12 MS. PEREYRA: Objection. Form.  
13 You can answer the question.  
14 BY MR. WEINSTOCK:  
15 Q. Did he ever tell you anything different  
16 that his alleged partner wanted to do with the  
17 house?  
18 A. Not at that time, but --  
19 Q. At any point did Mr. Brown ever  
20 personally tell you that he wanted to do anything  
21 different than move in to the house with his family?  
22 A. Well, he -- the -- the later -- that is  
23 when that came, later. And then he started -- and  
24 then he -- then he wanted to get this done. And he  
25 said that his partner was mad.

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1 And I said, well, your partner. I  
2 said, you didn't tell -- you didn't tell me that he  
3 was going in on this. He did the thing for us. He  
4 did the thing for us for the -- you know, to be able  
5 to do the -- to do the thing, but he -- that's when  
6 he come up and he said he was mad. He was mad  
7 because that -- it had cost him money.  
8 And I said, what are you talking  
9 about? You've got no money down.  
10 Q. Mrs. Atkinson, when was that  
11 conversation you had with Mr. Brown?  
12 A. You want me to come -- rat up a date?  
13 I don't know what date it was.  
14 Q. Was it before or after --  
15 A. I got mad with him. And he said that  
16 he had done a lot of things with that partner and  
17 that that partner was mad because he -- he should  
18 have his money.  
19 But I said, you guys, you didn't  
20 put any money in. There is no money. I've never  
21 even been shown that you have any money put  
22 anywhere.  
23 Q. Mrs. Atkinson, can you please answer my  
24 question. Was this conversation that you're now  
25 talking about before or after July 20th, 2017, when

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1 you signed the agreement?  
2 A. Yeah, that was after that. It was  
3 after that when he let me know that -- that they did  
4 all of these things, not just in Las Vegas but in  
5 other places. And that's when he told me, too,  
6 because then he's starting to try and get me scared  
7 because he told me his brother, that he -- that  
8 he -- that he did things with him and that he -- if  
9 things didn't go exactly just right, then he -- then  
10 he was -- he -- his brother would make sure things  
11 would do what was -- they was supposed to do.  
12 Q. Whose brother are you talking about,  
13 Mrs. Atkinson?  
14 A. Charlie Brown's. That's what he said.  
15 Q. Charlie Brown's brother?  
16 A. Huh?  
17 Q. It was your understanding that  
18 Mr. Brown told you if things didn't go right, his  
19 brother was going to do something?  
20 A. Yeah. His brother was the one with  
21 the -- the one that was the bad arm and that if  
22 things didn't go how they should, then his brother  
23 took care of it. And that was -- he was trying to  
24 scare me.  
25 Q. Okay. Was Mr. Brown -- when he was

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1 telling you that his partner was angry, was he  
2 referring to his brother?  
3 A. No, he was referring -- he was doing  
4 Mr. Winder, the guy that was his partner.  
5 Q. Did he ever refer to his partner as  
6 Mr. Winder?  
7 A. Yes. Yes. He told me the guy that  
8 met -- that made up that first one, and then they  
9 knew they had -- somebody had made sure that was  
10 good. And so then they come up with a second one  
11 thinking, well, they have got the money ready.  
12 They've got the money ready. So sign this. Sign  
13 this.  
14 It was a whole different thing.  
15 It was a whole different fraud that he -- that they  
16 put that second -- gave that second thing to me, and  
17 I wouldn't -- I absolutely would not sign it.  
18 And I said, no way. No stupid  
19 person would just have you hand another -- and he  
20 said it's -- nothing's changed, just my -- just my  
21 wife's name. But when we actually started looking  
22 at that, it was totally changed. Totally.  
23 Q. Mrs. Atkinson, when you say Mr. Brown  
24 gave you a second document --  
25 A. Yes.

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1 Q. -- how long after you had signed the  
2 first document on July 20 did Mr. Brown come to you  
3 with a second document?  
4 A. I would have to see it so -- see the  
5 date. I can't -- I can't remember the date, but I  
6 told him that -- I mean, there is no way I was going  
7 to sign -- sign this one that he brought back and  
8 saying they have got the money ready and sign it.  
9 And so, I'm telling you all, it was -- was fraud.  
10 Do you have that second thing with his wife's name  
11 on it.  
12 Q. Mrs. Atkinson, did you ever sign a  
13 second agreement with Mr. Brown?  
14 A. No, because he -- I wouldn't do it.  
15 Q. So let's just stick with the first  
16 agreement.  
17 A. Well, if you read that, then you'll see  
18 it was what -- how what -- how fraud it was. He  
19 changed the whole thing. And they would have walked  
20 off with what we had just like -- just like they  
21 have with these other people -- these other old  
22 people.  
23 Q. What other old people are you referring  
24 to, Mrs. Atkinson?  
25 A. What?

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1 Q. What other old people are you referring  
2 to?  
3 **A. Because the -- we looked at those**  
4 **pictures and --**  
5 Q. Mrs. Atkinson --  
6 **A. They haven't been doing that for just a**  
7 **few times. It's been a lot of times. And they said**  
8 **nobody, nobody, because they are scared; and so they**  
9 **won't go after them. They wouldn't say anything.**  
10 **They don't dare.**  
11 Q. Mrs. Atkinson, can you please answer my  
12 question to explain what you are claiming happened?  
13 What police officer was it that you spoke with?  
14 **A. I don't even remember his name.**  
15 Q. Do you recall when it was -- was it  
16 before or after you signed the agreement on  
17 July 6 --  
18 **A. It was after the main thing. The**  
19 **second thing he brought me, I did not sign.**  
20 Q. Understood.  
21 And now you're claiming -- at some  
22 point in time after you signed an agreement on July  
23 6, 2017, you are claiming you now talked to a police  
24 officer. You don't remember that police officer's  
25 name. Do you remember what police department he

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1 worked for?  
2 **A. Well, I am not sure. But I'll tell you**  
3 **how he got there.**  
4 Q. Okay. I haven't asked you how he got  
5 there yet.  
6 **A. Really? If I told you that, then**  
7 **you'll know what happened.**  
8 Q. Okay. Tell me how he got there.  
9 **A. Okay. Charlie Brown went down there to**  
10 **the shop. We were in Utah, and so Charlie Brown --**  
11 **and he had had another guy with him, and they had**  
12 **some -- they was in two trucks. So they went --**  
13 **they was in there getting things out because he, I**  
14 **guess, had thought that, you know, it was okay for**  
15 **him to put a bunch of stuff in there. But they was**  
16 **taking all these -- these things out that they had**  
17 **put in.**  
18 Q. Okay. Mrs. Atkinson --  
19 **A. So my friend pulled up and said,**  
20 **Charlie, what are you taking out of there? Is that**  
21 **yours? And you shouldn't take them out when they**  
22 **are gone.**  
23 **And so the person that was with**  
24 **him, and he come out. And she said, well, I'm going**  
25 **to go. She didn't have her car. She didn't have**

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1 **her -- her phone. And so, she was just barely up**  
2 **the road, and so she went and got the phone. She**  
3 **said, oh, I'm going to take pictures for -- of what**  
4 **you're driving, what your license plates are, what**  
5 **you're taking out because I'm going to call them and**  
6 **tell them that you're taking this stuff out and**  
7 **you're going to have these -- these pictures.**  
8 Q. Okay. Mrs. Atkinson --  
9 **A. This other guy come over and told her,**  
10 **my friend, that he was going to kill her --**  
11 Q. Mrs. Atkinson --  
12 **A. -- and called her rotten, rotten names.**  
13 **And so, she called me and, she**  
14 **said, I've had these -- I've had -- I've made these**  
15 **pictures.**  
16 Q. Mrs. Atkinson --  
17 **A. I'll call the cops.**  
18 Q. Mrs. Atkinson --  
19 **A. And I'll tell you to -- what -- what --**  
20 **where she lives and what her number is so that you**  
21 **can show them the pictures. And would you go over**  
22 **to her house, and he went over.**  
23 Q. Mrs. Atkinson --  
24 **A. This is all the things --**  
25 Q. -- Mrs. Atkinson, can you please listen

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1 to me. Now, you testified under oath --  
2 **A. Yes.**  
3 Q. -- a few minutes ago --  
4 **A. Yes, I'm under oath. Absolutely. This**  
5 **is the absolute truth. And I can even get my friend**  
6 **to tell you that.**  
7 Q. Mrs. Atkinson, you testified under oath  
8 that, you know, on a certain date on -- and I  
9 assume -- do you know what date you testified that  
10 Charlie Brown and a friend came to your house and  
11 removed furniture. Do you know what date that was?  
12 **A. No, I do not. I was in Utah.**  
13 Q. Okay. You were in Utah. So you did  
14 not personally see Mr. Brown --  
15 **A. I didn't say I -- we had to come back**  
16 **to go down and look at the pictures --**  
17 Q. Okay.  
18 **A. -- so that we could -- so that we could**  
19 **show where -- if Charlie Brown was on those**  
20 **pictures.**  
21 Q. Mrs. --  
22 **A. With the cop.**  
23 Q. Do you have those pictures?  
24 **A. Well, do you think the cops are giving**  
25 **me those pictures?**

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1 Q. Do you have those pictures?  
 2 **A. Are you -- is that what my friend --**  
 3 Q. That's my question: Do you have those  
 4 pictures?  
 5 **A. I don't have them.**  
 6 Q. Who is your friend? What is her name?  
 7 **A. Aaron, I don't -- I don't think I need**  
 8 **to say your name. Yeah.**  
 9 Q. Are you going to tell me your friend's  
 10 name?  
 11 **A. Her name is Theresa.**  
 12 Q. What is her last name?  
 13 **A. I know but I can't think of it. I**  
 14 **can't think of her name. It won't come to me.**  
 15 MS. BARRAZA: If we want, Mr. Weinstock, you  
 16 know, if the name comes to her throughout this  
 17 deposition, she can let you know. Right now it  
 18 seems like, you know, the name isn't coming to her  
 19 at this time, the last name.  
 20 MR. WEINSTOCK: All right.  
 21 BY MR. WEINSTOCK:  
 22 Q. Do you know where Theresa lives now?  
 23 **A. I can look in my phone and see if I've**  
 24 **got her last name.**  
 25 Q. Okay. If I leave in a blank in this

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1 deposition, will you fill in her last name, her  
 2 telephone number, and address?  
 3 **A. I won't give you her telephone number**  
 4 **and things like that.**  
 5 MS. BARRAZA: Mr. Weinstock, you can leave a  
 6 blank and we'll fill it out accordingly.  
 7 BY MR. WEINSTOCK:  
 8 Q. All right. We'll leave a blank. And  
 9 when this deposition is done, you'll be contacted by  
 10 the court reporter to review your answers to the  
 11 deposition. If you want to make any changes in your  
 12 answers to the deposition, you are allowed to do so;  
 13 but we will also have the opportunity to question  
 14 you as to why you made any changes in your answers  
 15 to the deposition. In other words, why did you say  
 16 something today and then later change your answer.  
 17 And we can ask you in front of a judge or jury.  
 18 We're also requesting that the  
 19 court reporter leave a blank as to Theresa's name  
 20 for you to fill in her last name and contact  
 21 information  
 22 **A. Yeah, it's Lang.**  
 23 Q. How do you spell that?  
 24 **A. The last name is Lang.**  
 25 Q. L-A-N-G?

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1 **A. Uh-huh.**  
 2 Q. And where does Mrs. Lang reside now, do  
 3 you know?  
 4 **A. You mean where he {sic} lives?**  
 5 Q. Theresa -- is Theresa a man?  
 6 **A. No. Theresa is the one that went down**  
 7 **there and she got the --**  
 8 Q. Where does Theresa live at the present  
 9 time?  
 10 **A. Do I have to -- do I have to give**  
 11 **somebody's -- well, I don't -- yeah, I don't give**  
 12 **people's addresses out; and he has -- if it's doing**  
 13 **something like this because those guys are**  
 14 **criminals. And I'm not too happy to give out**  
 15 **addresses.**  
 16 Q. Well, again, we're asking for them.  
 17 Are you going to answer, or are you refusing to give  
 18 us that information?  
 19 **A. Well, I can't think of what it is right**  
 20 **now.**  
 21 Q. Okay. But if we leave a blank in the  
 22 deposition, will you put in Theresa Lang's address  
 23 for us?  
 24 MS. BARRAZA: You can leave the blank,  
 25 Mr. Weinstock. She doesn't know it right now. Well

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1 confer with her accordingly -- we'll have the blank  
 2 filled out with -- accordingly with contact  
 3 information.  
 4 MR. WEINSTOCK: All right.  
 5 I would instruct the court  
 6 reporter, leave a blank after Theresa Lang's name  
 7 for her address.  
 8 INFORMATION TO BE SUPPLIED  
 9  
 10  
 11 BY MR. WEINSTOCK:  
 12 Q. Okay. Now, back to our questions,  
 13 Mrs. Atkinson: What does Charlie Brown look like?  
 14 Can you give me your description of Charlie Brown?  
 15 **A. No, I can't.**  
 16 Q. Can you give me a description of Dan  
 17 Winder?  
 18 **A. I -- Dan Winder, I didn't really look**  
 19 **at him. I knew it was him, but I wasn't looking at**  
 20 **him.**  
 21 Q. Okay. So --  
 22 **A. I mean, that's -- why would I be --**  
 23 Q. So is -- is it your true --  
 24 **A. I didn't care.**  
 25 Q. Is it your -- your answer is you can't

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1 give a description of Dan Winder?  
2 **A. No.**  
3 Q. It's not true, or you can't?  
4 **A. No. I didn't really look at him. Why**  
5 **would I look him over?**  
6 Q. Okay. You mentioned that it is your  
7 belief that Charles Brown -- at some point after you  
8 had signed the agreement to sell the property to  
9 him, you testified that Charles Brown had -- and a  
10 friend came to the residence and were removing  
11 property. Do you know who that friend of Charles  
12 Brown is?  
13 **A. No. That wasn't -- and I wasn't -- I**  
14 **was -- I was in Utah. And that guy had a very**  
15 **terrible mouth. And he did --**  
16 Q. How do you know?  
17 **A. -- and he said, I will kill you.**  
18 Q. Mrs. Atkinson, did you ever hear that  
19 man say, I will kill you?  
20 **A. My friend told me that.**  
21 Q. Okay. So we're going by what your  
22 friend told you on everything, correct?  
23 MS. BARRAZA: Objection, form. Objection,  
24 form to that last question.  
25 You can answer.

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1 BY MR. WEINSTOCK:  
2 Q. Mrs. Atkinson, on everything that you  
3 have testified here to today under oath regarding  
4 the incident where Mr. Brown and a friend came to  
5 your house and were allegedly removing -- removing  
6 stuff from your house, that is all based upon what  
7 your friend told you, correct?  
8 **A. She had the pictures.**  
9 Q. Okay. And your friend was --  
10 **A. Gave them to the cop.**  
11 Q. Your friend was Theresa -- Theresa  
12 Lang, correct?  
13 **A. Uh-huh.**  
14 Q. And you're not going to tell us where  
15 we can contact her, correct?  
16 MS. BARRAZA: Objection. She just testified  
17 earlier she does not know her address right now.  
18 You can leave a blank, we can fill it out, so we can  
19 move on.  
20 BY MR. WEINSTOCK:  
21 Q. Okay. Now, you also testified about  
22 conversations that you had with a cop, correct?  
23 **A. Yes. I was in there to point out**  
24 **Charlie Brown. That's who he was looking for. He**  
25 **knew what Charlie Brown had been doing.**

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1 Q. Mrs. Atkinson, please follow along with  
2 me. It's true you don't know who the cop was,  
3 correct?  
4 **A. I can't remember what his name was.**  
5 Q. It's true you don't recall what agency  
6 he's with, correct?  
7 **A. I can't.**  
8 Q. It's true that --  
9 **A. We could probably find out.**  
10 Q. It's true that you claim that he had  
11 you look at some photographs, correct?  
12 **A. Yeah, he had a file.**  
13 Q. And it's true that you don't have  
14 copies of the photographs, correct?  
15 MS. BARRAZA: Objection, form.  
16 BY MR. WEINSTOCK:  
17 Q. Do you have copies of the photographs  
18 he asked you to look at? Yes or no.  
19 MS. BARRAZA: That was disclosed in this  
20 litigation, so I will put that on the record. Does  
21 she have documents in front of her right now? No.  
22 I mean, as far as photographs, no.  
23 BY MR. WEINSTOCK:  
24 Q. Do you have documents in your  
25 possession at your house?

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1 **A. Of Charlie Brown? What the cops showed**  
2 **me? Is that what you're talking about?**  
3 Q. Yes. Do you have copies of those?  
4 **A. The cop was going to give me the**  
5 **photos. Do you think that --**  
6 Q. Listen to my question. Do you have  
7 copies? Yes or no.  
8 **A. No.**  
9 Q. Okay. Thank you.  
10 We've been talking about the  
11 agreement that you and your husband entered into  
12 with Mr. Charles Brown on July 6 of 2017 for you to  
13 sell your house to Mr. Brown. Did you ever proceed  
14 and did you ever sell your house to Mr. Brown? Yes  
15 or no?  
16 **A. Did I did I sell is it I sell p.m.**  
17 **president the one that he was going to buy.**  
18 Q. At 2315 N. Decatur bull varied?  
19 **A. Yes, I did not sell it to him. Why**  
20 **would I sell it to him. He had fraud, and he was**  
21 **trying to --**  
22 Q. Mrs. Atkinson, please answer the  
23 question. Okay? If you want to add anything, your  
24 attorney will have the opportunity to clarify things  
25 further.

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1 So the answer is, no, you did not  
2 sell the house to --  
3 **A. Yeah. And there was never ever escrow**  
4 **put down.**  
5 Q. Okay.  
6 **A. There was never put any escrow down.**  
7 **And then he comes back with another sale paper and**  
8 **he's got -- and he's changed it totally. Totally.**  
9 Q. Okay. Mrs. Atkinson, did you ever sell  
10 your house at 2315 N. Decatur Blvd. to Mr. Dan  
11 Winder?  
12 **A. No, I didn't.**  
13 Q. Did you ever have any discussions with  
14 Mr. Dan Winder about --  
15 **A. No, I never had -- I never -- I**  
16 **wouldn't want to talk to the guy when he's in on**  
17 **this rat thing.**  
18 Q. Can you please let me finish my  
19 question, Mrs. Atkinson, before you answer.  
20 Did you ever have any discussions  
21 well Mr. Dan Winder at any time about selling your  
22 house at 2315 N. Decatur Blvd. to him or with him?  
23 **A. I did not talk to him at all.**  
24 Q. Okay.  
25 **A. But the -- Charlie told me that. I**

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1 **mean, he should have known it. He said that they --**  
2 **they did these things all over.**  
3 Q. Well, is it your testimony under oath  
4 today that you personally have knowledge -- other  
5 than what anybody else may have told you, do you  
6 personally have any knowledge of Mr. Charles Brown  
7 ever defrauding anyone?  
8 MS. BARRAZA: Objection, form.  
9 You can answer the question.  
10 BY MR. WEINSTOCK:  
11 Q. Yes or no. Not what somebody told you.  
12 Do you personally have knowledge of it -- of that?  
13 MS. BARRAZA: Objection, form.  
14 BY MR. WEINSTOCK:  
15 Q. You can answer.  
16 **A. I don't need to. Do I?**  
17 Q. Yes.  
18 **A. I need to say?**  
19 Q. Personally, do you dd?  
20 MS. PEREYRA: Can you ask her the question  
21 again.  
22 BY MR. WEINSTOCK:  
23 Q. Do you personally -- not based on what  
24 somebody may have told you, but do you personally  
25 have any knowledge of Mr. Charles Brown ever

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1 defrauding anyone?  
2 MS. BARRAZA: Objection, form.  
3 You can answer.  
4 THE WITNESS: Yes.  
5 BY MR. WEINSTOCK:  
6 Q. What?  
7 **A. All of this fraud. Why -- right, I've**  
8 **got the things that he -- it was all fraud. It's**  
9 **all fraud. He wouldn't even let you know where he**  
10 **lived. He wouldn't let you know anything. He just**  
11 **was a little ghost.**  
12 Q. Mrs. Atkinson, I am asking you  
13 specifically: What information do you personally  
14 know of regarding Mr. Charles Brown ever defrauding  
15 anyone?  
16 MS. BARRAZA: Objection, form.  
17 You can answer.  
18 THE WITNESS: Because he brought me down a  
19 second thing of -- a sale thing and telling me to  
20 let -- hurry up and sign it. It was total, total  
21 fraud. And if I would have signed that, he would  
22 have walked off. And he had not put anything in  
23 escrow. And everything was a lie. A lie.  
24 Everything. Everything that was sent out was a lie.  
25 ////

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1 BY MR. WEINSTOCK:  
2 Q. What was sent out, ma'am?  
3 **A. Oh, my heck. Now I know that you're**  
4 **sitting in that office, so you've got to know all**  
5 **that will stuff, too.**  
6 Q. I'm asking you the question, ma'am.  
7 What was sent out that you're saying was a lie?  
8 **A. Everything. Everything. There was no**  
9 **escrow. Everything was -- has been lied about.**  
10 **They sent the papers out trying to get the stuff out**  
11 **before -- with his wife's name on it.**  
12 Q. Were you present?  
13 **A. It was a fraud. All you have to do is**  
14 **look for it. You're there in that office, so you've**  
15 **got to see all that stuff.**  
16 Q. Ma'am, when you're saying "they," who  
17 is the "they" you're referring to?  
18 **A. Do what?**  
19 Q. Who is the "they" that you keep  
20 referring to?  
21 **A. I'm talking about you. If you're in**  
22 **the office, you should see all of these things that**  
23 **was fraud.**  
24 Q. I'm not a party to this case. You're  
25 talking about "they" were committing fraud. Who is

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1 "they"?  
2 **A. Okay. Okay. Charlie Brown.**  
3 Q. Okay.  
4 **A. That was fraud. His -- Winder and his**  
5 **wife -- his wife -- his wife. All three of them**  
6 **were in it, and all three of them needs to get**  
7 **something done with them because that's what they**  
8 **were doing, was doing this to all of this old people**  
9 **and taking things.**  
10 Q. Mrs. Atkinson, now you're testifying  
11 under oath. Tell me what fraud.  
12 **A. What fraud? Look around.**  
13 Q. What fraud did Mr. Dan Winder commit  
14 upon you and/or your husband?  
15 MS. BARRAZA: Objection, form.  
16 You can answer.  
17 THE WITNESS: Yeah. There was no -- there was  
18 no -- there was no money put down. There was none.  
19 BY MR. WEINSTOCK:  
20 Q. Okay. Did you have an agreement with  
21 Mr. Dan Winder to put money down?  
22 **A. He wasn't supposed to because, to start**  
23 **with, it was just -- it was just Charles Brown.**  
24 **That was what he made it, like it was just him and**  
25 **it was going to be a family thing. But then it --**

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1 **it -- it come out that it's all of this other stuff.**  
2 **She's going to put the -- his wife. And then he had**  
3 **changed all that was done with it.**  
4 **Now, you're a smart guy --**  
5 Q. Thank you.  
6 **A. -- so when somebody gives you a second**  
7 **sale thing and then they think that you're going to**  
8 **sign it without even looking at it, now you know**  
9 **better than that.**  
10 Q. Mrs. Atkinson, Mr. Winder didn't give  
11 you a second document to sign, did he?  
12 MS. BARRAZA: Excuse me. We need to take a  
13 break.  
14 MR. WEINSTOCK: I have a question out. After  
15 that question, we can take a break.  
16 BY MR. WEINSTOCK:  
17 Q. Mrs. Atkinson, Dan Winder did not give  
18 you a second document to sign, did he?  
19 **A. I don't know whether he did that or --**  
20 **because they changed it. They changed it. So I**  
21 **can't tell you that it wasn't him that did it.**  
22 Q. You said you never met Dan Winder. You  
23 may have seen him on one occasion?  
24 **A. That has nothing to do with. I don't**  
25 **need to see him to do a paperwork. Somebody did**

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1 **that second one.**  
2 Q. Do you know who did that second one?  
3 **A. That's up to you to go find out from**  
4 **Charlie Brown and for -- and for Winder. That's for**  
5 **you to ask them who mailed it.**  
6 Q. Okay.  
7 **A. And so, there are copies of it. So**  
8 **it's there. It's there.**  
9 Q. Okay.  
10 **A. It's there that they did it into a**  
11 **fraud.**  
12 MR. WEINSTOCK: It is now 11:43. Why don't  
13 we -- we'll take a break. Your attorney has asked  
14 for a break.  
15 You want to come back at 12:43 or  
16 1:00 o'clock?  
17 MS. PEREYRA: We just need like a ten-minute  
18 break.  
19 MR. WEINSTOCK: Just a ten-minute break? We  
20 don't need a lunch break?  
21 MS. PEREYRA: No, not right now.  
22 MR. WEINSTOCK: Okay. Well, why don't we come  
23 back at ten minutes to twelve.  
24 MS. PEREYRA: Okay.  
25 MS. BARRAZA: That's fine. Thanks.

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1 (Short break.)  
2 MR. WEINSTOCK: Back on the record, 12:52 p.m.  
3 BY MR. WEINSTOCK:  
4 Q. Mrs. Atkinson, are you there?  
5 **A. Yes.**  
6 Q. Okay. I just want to remind you you're  
7 still under oath; the same requirements of telling  
8 the truth and the whole truth still apply. Do you  
9 understand that?  
10 **A. Yes, I understand that.**  
11 Q. Okay. Now, where we left off was  
12 regarding some statements you made under oath that  
13 you were testifying to an instance where you believe  
14 Charles Brown and another individual went to your  
15 house. Do you recall saying that?  
16 **A. Another and -- what?**  
17 Q. And another -- Charles Brown -- after  
18 the agreement was entered on July 6, 2017, you  
19 testified about an incident where you believed  
20 Charles Brown and another individual went to your  
21 residence and began moving stuff from your  
22 residence. Do you remember testifying as to that?  
23 **A. Uh-huh.**  
24 Q. When you say "uh-huh," that has -- Is  
25 that a "yes"?

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1 **A. Yes.**  
2 Q. Okay. And just so you know, the court  
3 reporter cannot really take down an uh-huh or an  
4 uh-huh. It does not make a good record. So we need  
5 for you to answer the questions all as -- verbally,  
6 yes or no. Don't shake your head or say uh-huh or  
7 uh-huh. Do you understand that?  
8 **A. Yes.**  
9 Q. So going back to that incident you had  
10 previously testified, you were out of town at that  
11 time, correct?  
12 **A. Yes.**  
13 Q. And you testified about your friend  
14 Margaret -- or excuse me -- Theresa Lang --  
15 **A. Uh-huh.**  
16 Q. -- being at the house?  
17 **A. Yes.**  
18 Q. And you testified about her taking  
19 photographs?  
20 **A. Yes.**  
21 Q. Did you ever see those photographs?  
22 **A. Yes, I seen them.**  
23 Q. How many photographs did you see?  
24 **A. I don't know. There was several.**  
25 Q. When you say several, would you say

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1 more than ten?  
2 **A. I don't know. Maybe eight or so.**  
3 Q. Okay. How many people were depicted in  
4 those photographs?  
5 **A. The two, Charlie Brown and the friend**  
6 **that he had with him. And he -- she took pictures,**  
7 **and then -- and she took pictures of the trucks.**  
8 **And then I do know that they tried to track those**  
9 **down.**  
10 Q. Who?  
11 **A. People that do these kind of things,**  
12 **know how to do it. And so, they -- they had got --**  
13 **they had got them, and they had -- they didn't take**  
14 **their own trucks. They didn't take anybody else's**  
15 **that they know. And they had -- they had just went**  
16 **and got -- got some. And they can't -- they**  
17 **couldn't even -- they -- I don't know. I can't**  
18 **remember who they had get them.**  
19 Q. Mrs. Atkinson, you've said "they" eight  
20 times. Who is the "they" that you were referring  
21 to?  
22 **A. Charlie Brown. And they had somebody**  
23 **get those trucks --**  
24 Q. When you say Charlie Brown --  
25 **A. -- chase them down.**

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1 Q. Mrs. Atkinson, please be specific -- as  
2 specific as you can be. When you say Charlie Brown  
3 and they, who is the "they"?  
4 **A. Charlie Brown and his friend. I do not**  
5 **know who -- know who the friend was, and -- but they**  
6 **are smart enough. These people know how to do this**  
7 **stuff.**  
8 Q. You don't know that stuff, do you?  
9 **A. Yes.**  
10 Q. How do you know that?  
11 **A. Because they tried to do that, chase**  
12 **those trucks down, because she did take the license**  
13 **plates and went -- and they had went and rented the**  
14 **trucks, but it wasn't them that rented it. These**  
15 **guys know how -- what to do.**  
16 Q. Mrs. Atkinson, when you're talking  
17 about they, other than Charlie Brown --  
18 **A. The girl. The people.**  
19 Q. Other than Charles Brown, do you know  
20 anybody else who was "they"?  
21 **A. Everything -- everybody knows that if**  
22 **you do -- if you go get those things that they got,**  
23 **those trucks, then they couldn't find them. They**  
24 **couldn't run them down. And it's just like --**  
25 **basically, it's what all they do.**

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1 **Even -- even your Winder guy. And**  
2 **so, what does he do? So what did he -- what does he**  
3 **do? He sends me papers and take me to the court.**  
4 **Okay.**  
5 **And then Charlie Brown, he says to**  
6 **me -- well, he's mad, because he wants his money.**  
7 **Well, that says right there that he's in the middle**  
8 **of it.**  
9 Q. Okay. Mrs. Atkinson, I'm trying to get  
10 back to the heart of it. Can you describe how  
11 Charles Brown looked in the photograph?  
12 **A. Now what photograph?**  
13 Q. You have photographs. You told me  
14 that --  
15 **A. I don't know if you're talking about my**  
16 **friend or the cop or who you have to be.**  
17 Q. I'm trying to, Mrs. Atkinson. We are  
18 talking about --  
19 **A. Okay. What -- what person? With**  
20 **what -- was it the -- was it the cops, or was it my**  
21 **friend --**  
22 Q. Mrs. Atkinson --  
23 **A. -- that you're asking me? I can't tell**  
24 **you because you're not telling me which one.**  
25 Q. Mrs. Atkinson, I'm talking right now

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1 about the incident that you testified earlier when  
2 you said Charles Brown and another person came to  
3 your house and were removing furniture and removing  
4 items, and you said you're friend Theresa Lang took  
5 photographs. And I asked you about how many  
6 photographs you recall seeing, and you said several;  
7 and then you said about eight. Do you remember  
8 that?  
9 **A. Something like that. I -- that -- like**  
10 **that. I didn't sit there and count them.**  
11 Q. Can you describe how Charles Brown  
12 looked in those photographs?  
13 **A. They looked like Charles Brown.**  
14 Q. How -- what about --  
15 **A. Charles Brown. You could see it was**  
16 **Charlie Brown.**  
17 Q. Describe Charles Brown to me, then.  
18 **A. I don't know. I don't remember.**  
19 Q. Was he male or female?  
20 **A. I don't know what he looks like.**  
21 Q. What --  
22 **A. I said I don't want to say what he**  
23 **looks like.**  
24 Q. Why?  
25 **A. Because I don't want to.**

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1 Q. Well, I'm asking you. I'm telling you,  
2 when I ask you the question, if you know, you have  
3 to answer.  
4 **A. Well -- well, he's just a regular guy.**  
5 **He's not Don Juan.**  
6 Q. In the photographs?  
7 **A. Yeah. If you got me some photographs,**  
8 **I could show you who he was; but I don't know how to**  
9 **tell you how he looks like.**  
10 Q. I am asking you, Mrs. Atkinson: In the  
11 several photographs you looked at that were taken by  
12 Theresa Lang, the person who you believe to have  
13 been Charles Brown, describe him to me.  
14 **A. He looks like Charles Brown.**  
15 Q. To me, Charles Brown is a little stumpy  
16 kid with one hair coming out of his head.  
17 **A. I don't think so.**  
18 Q. Okay. Tell me -- tell me -- describe  
19 Charles Brown that you believe was the gentleman  
20 that you had identified in those photographs taken  
21 by Theresa Lang. Describe him to me.  
22 **A. Well, I can't really see that that is a**  
23 **reason to ask me what the guy looks like. He just**  
24 **looks like Charlie Brown.**  
25 Q. You're not going to tell me anything

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1 about that photograph as to why you believe --  
2 **A. He's a black guy.**  
3 Q. Okay.  
4 **A. Okay. He's -- he's not an ugly guy.**  
5 **He's not a Don Juan. He's a regular-looking guy. I**  
6 **don't know how to tell you.**  
7 Q. Tell me about the other person that was  
8 in the photograph.  
9 **A. I didn't even give him any chance.**  
10 **That's the one that had a bad mouth. And he was a**  
11 **black guy, also. And I didn't stand there and waste**  
12 **my time to look at that -- that guy over. And all I**  
13 **wanted to know -- or all I wanted was -- that cops**  
14 **or somebody to look at both of them.**  
15 Q. Okay. And did you turn those  
16 photographs over to the police?  
17 **A. I didn't ever have them.**  
18 Q. Okay.  
19 **A. My friend took them, and she gave them**  
20 **to the cops.**  
21 Q. Did you tell Theresa Lang to give those  
22 photographs to the police?  
23 **A. Yeah, she did.**  
24 Q. Did you tell her to?  
25 **A. I don't know whether I did or not. I**

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1 **don't know. I didn't say, well, give them to the**  
2 **cops. I'm sure that she would know to give them to**  
3 **the cops. I can't understand that question.**  
4 Q. What, if anything, did those two  
5 gentlemen remove from the house?  
6 **A. They weren't gentlemen.**  
7 Q. Okay. What, if anything, did those two  
8 males remove from your house?  
9 **A. The -- I wasn't there, but I seen the**  
10 **pictures. And the one guy, his friend, was being**  
11 **very bad and telling her that he was going to kill**  
12 **her.**  
13 Q. What did they remove from the house, if  
14 anything?  
15 **A. He had Charlie thinking that he had the**  
16 **house because he had told other people that.**  
17 Q. What other people did he tell?  
18 **A. Other people. Do you know what people**  
19 **are?**  
20 Q. Well, how do you know he told other  
21 people?  
22 **A. I can't say this one and that one and**  
23 **that one. It's people.**  
24 Q. How do you know he told other people?  
25 **A. Because he told -- I was told --**

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1 Q. You were told by who?  
2 **A. -- that he was going around saying that**  
3 **was his building.**  
4 Q. You were told by somebody --  
5 **A. Yes.**  
6 Q. -- that --  
7 **A. Other people.**  
8 Q. -- that he was saying -- that Charlie  
9 Brown told them?  
10 **A. I told people, even when they were**  
11 **going to court, some of them told me that he told**  
12 **them to take -- to go to court -- they were taking**  
13 **us to court. Come to court, and you can see.**  
14 Q. Which people told you what Charlie  
15 Brown said?  
16 **A. The neighbors around -- the neighbors**  
17 **around the -- where we lived.**  
18 Q. Give me the name of them.  
19 **A. I'm not going to give you the names**  
20 **and -- I don't know -- I could run around and say,**  
21 **was it you that said that? Was it you that he said**  
22 **that? Well, I could if I -- if I -- you want me to**  
23 **run around and -- and then give you some names.**  
24 Q. Mrs. Atkinson, as you sit there today,  
25 do you recall any names of any people that told you

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1 what Charlie Brown told them?  
2 MS. BARRAZA: Objection, form.  
3 You can answer.  
4 THE WITNESS: I know Theresa is -- one thing  
5 that, you know, he had told her, that it was his  
6 house, that that was his. He was talking like it  
7 was his right then.  
8 BY MR. WEINSTOCK:  
9 Q. Okay. Other than Theresa Lang, do you  
10 know any other person --  
11 **A. I'll go ask him which ones did, but**  
12 **some people did. Now, you know what, I'm not going**  
13 **to live my life to run around and try to chase on a**  
14 **person. Do you know where -- hey, ask me -- let me**  
15 **ask you: Where is Charlie Brown? Where is Charlie**  
16 **Brown? Where is he?**  
17 Q. I don't represent Charlie Brown, and  
18 I'm not here to answer any questions for you.  
19 **A. Well, I don't know some of those; and I**  
20 **don't represent them, either.**  
21 Q. Other than Theresa Lang, do you have  
22 any other names of any of your neighbors that were  
23 at the house?  
24 **A. I will go --**  
25 Q. Let me finish, please. Let me finish

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1 the question. I'm not going to mention it to you  
2 again, Mrs. Atkinson. You have to let me finish the  
3 question before you begin to answer. Okay?  
4 **A. Okay.**  
5 Q. All right. Other than Theresa Lang, do  
6 you have the names of any other neighbors that you  
7 believe --  
8 **A. I can't tell.**  
9 Q. Can I finish?  
10 **A. Yes.**  
11 Q. -- any other neighbors that you believe  
12 Charles Brown spoke to on the day that he came to  
13 the house with some friend and removed stuff from  
14 there?  
15 MS. BARRAZA: Objection, form.  
16 You can answer.  
17 THE WITNESS: I would have to go around and  
18 ask -- around the -- the guy that was with Theresa  
19 that day, I don't know his name, but I could ask her  
20 who it was because he was down here right now; and  
21 he was scared. He was scared when she said go get  
22 my phone so I can take these pictures. And he  
23 was -- he was scared.  
24 Q. Mrs. Atkinson, when you say he was  
25 scared, that is something maybe he had to have told

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1 you, right? You weren't there, correct?  
2 **A. Because he told -- he told her that**  
3 **when she asked him if -- I need my phone. Will you**  
4 **go get my phone.**  
5 **And he said we need to get out of**  
6 **here. I don't want to stay here. I don't like**  
7 **this. And so -- so he was -- she said he was**  
8 **afraid; and she said, I'll go get my phone.**  
9 Q. Okay. So you're going off what  
10 somebody told you, what somebody else said, right?  
11 **A. Well, you're going off everything**  
12 **that -- you're talking to me from somebody else.**  
13 Q. So you weren't there, correct?  
14 MS. BARRAZA: Objection, form. We've been  
15 over this.  
16 So you can answer it again.  
17 BY MR. WEINSTOCK:  
18 Q. Mrs. Atkinson, you weren't there when  
19 all this happened, correct?  
20 MS. BARRAZA: Objection, form.  
21 THE WITNESS: No. Neither was you.  
22 BY MR. WEINSTOCK:  
23 Q. That's true.  
24 Where were you?  
25 MS. BARRAZA: Objection, form. Asked and

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1 answered.  
2 You can answer.  
3 BY MR. WEINSTOCK:  
4 Q. Mrs. Atkinson, where were you?  
5 MS. BARRAZA: Objection, form.  
6 BY MR. WEINSTOCK:  
7 Q. Your attorney has directed you to  
8 answer, so please answer.  
9 **A. So what did I -- what was I supposed to**  
10 **answer?**  
11 Q. Where were you?  
12 **A. When they was getting the things out of**  
13 **the building?**  
14 Q. Yes.  
15 **A. I was in Utah.**  
16 Q. With whom?  
17 **A. With my husband.**  
18 Q. Were you there with anyone else?  
19 **A. I don't know. I could have been.**  
20 Q. Do you remember who you were there  
21 with? Anybody else --  
22 **A. I can't tell you. I can't tell you if**  
23 **there was anybody else. I'm sure that I've seen**  
24 **other people up there.**  
25 Q. Where were you staying?

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1 **A. Now what has this -- what has this got**  
2 **to be for? Why don't we talk about some other**  
3 **people -- what -- some other things that -- that we**  
4 **need to talk about, not if I'm seeing anybody in**  
5 **Utah because I don't feel like maybe that, you know,**  
6 **some of this that we need to talk about.**  
7 Q. I appreciate your advice, but I'm the  
8 attorney; and it's my position and I'm the one that  
9 is asking questions. Now, please answer my  
10 question.  
11 **A. If I see another -- another person in**  
12 **Utah, are you asking me?**  
13 Q. Can you please answer the question.  
14 **A. Well, I probably -- and I'm not going**  
15 **to sit here and tell you all the things that I've**  
16 **got -- I'm going to think about it. It's probably**  
17 **friends, and -- it would be friends and some of our**  
18 **family. But I'm not going to, you know, say, well,**  
19 **I've seen my aunt. I've seen this. I've seen that.**  
20 **That doesn't mean anything, and it doesn't -- it**  
21 **doesn't matter to anything like this.**  
22 Q. Mrs. Atkinson, I'm asking you: That  
23 one particular occasion when you claim that  
24 Mr. Brown and another person came to your house and  
25 removed stuff, Mrs. Lang took photographs, and you

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1 weren't there, I'm asking you: Where were you  
2 staying at that time?  
3 **A. Well, the tenth time, Utah.**  
4 Q. Where in Utah? Utah is a big state.  
5 **A. Kamas, Utah.**  
6 Q. Where?  
7 **A. Kamas, out by Park City.**  
8 Q. Were you staying in a hotel or a house?  
9 **A. No, I was staying in a house.**  
10 Q. Was it your house?  
11 **A. Now what does that -- what does that**  
12 **mean? I mean, why do you need all these things?**  
13 **That doesn't even relate to this.**  
14 Q. It may.  
15 Was it your house?  
16 **A. Why would it be to this?**  
17 Q. Ma'am, was it your house?  
18 **A. Yes. My word. What do you -- I can't**  
19 **figure out why we aren't trying to get all of this**  
20 **taken care of. And if you want to know if it's my**  
21 **house, that doesn't make any sense.**  
22 Q. Was it your house, ma'am?  
23 **A. Yes.**  
24 Q. And what was the address?  
25 **A. I don't know. Up the lane.**

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1 Q. What?  
2 **A. Up the lane. That's what we called it.**  
3 Q. Now I'm going to try to make it a  
4 little quicker. I want to go back to the purchase  
5 agreement and joint escrow instructions that you and  
6 your husband and Mr. Brown signed dated July 6,  
7 2017 -- Mr. Brown signed it on July 6, 2017. You  
8 and your husband signed it on July 20th, 2017. Do  
9 you remember that?  
10 **A. Well, what I can remember is that**  
11 **Winder had -- had done money to put in the -- in it,**  
12 **and it didn't -- it didn't run because it wasn't**  
13 **even putting in because there was none -- there was**  
14 **none.**  
15 Q. Mrs. Atkinson, I asked you -- all I  
16 asked you is do you remember talking about that  
17 document. It should be yes, you remember, or, no,  
18 you don't remember. I don't need other words from  
19 you.  
20 **A. Do you remember that -- that Winder put**  
21 **up as number -- inaudible.**  
22 Q. Do you remember that document?  
23 **A. Yes.**  
24 Q. Pursuant to that document, what did you  
25 believe, at the time that you signed it on July

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1 20th, 2017, you were supposed to be doing?  
 2 MS. BARRAZA: Objection, form.  
 3 You can answer.  
 4 THE WITNESS: Okay. And for I hope the last  
 5 time, that what was written down was out and gone  
 6 because he did a second one that was a fraud. So I  
 7 don't know why you keep going back and back and  
 8 back.  
 9 BY MR. WEINSTOCK:  
 10 Q. Just to confirm again for a second or  
 11 fifth time, that second document you're talking  
 12 about --  
 13 A. Yes. Yes.  
 14 Q. -- was a document that you testified  
 15 was given to you by Mr. Brown; and you never signed  
 16 it, correct?  
 17 MS. BARRAZA: Objection to form.  
 18 THE WITNESS: Right. And it was all up. It  
 19 was gone, and it was done. It was done. And then  
 20 they just kept on going after they had done all the  
 21 fraud. And even this Winder, he had done all these  
 22 things. We've got things of -- things that he has  
 23 done out with money.  
 24 Q. Mrs. Atkinson, again, will you stick  
 25 with my question.

1 A. Okay. Go back to what.  
 2 Q. Has anybody told you -- anybody at all  
 3 told you that because Mr. Brown gave you a second  
 4 agreement to sign that you did not sign, that that  
 5 fact in any way made the July 6, 2017, agreement  
 6 that you signed on July 20th, 2017, null and void?  
 7 MS. BARRAZA: Objection. Form. And to the  
 8 extent the question calls for attorney/client  
 9 privilege, I will instruct the witness not to answer  
 10 if it involves talking about anything with her  
 11 attorneys.  
 12 BY MR. WEINSTOCK:  
 13 Q. Did you understand my question, ma'am?  
 14 A. Well, I don't have to.  
 15 Q. Do you or do you not understand the  
 16 question I asked?  
 17 A. Not really because it keeps going in  
 18 the -- you go back and back, back and back to the  
 19 same thing that is -- it was over and done.  
 20 Q. Let me ask you again: Did anybody tell  
 21 you that the fact that Charles Brown brought you a  
 22 new agreement for you to sign because you never  
 23 signed it in any way made the July 6, 2017,  
 24 agreement that you and your husband signed on July  
 25 20th, 2017?

1 MS. PEREYRA: I'm going to object and instruct  
 2 the witness not to answer to the extent it would  
 3 involve attorney/client privileged communications.  
 4 I would suggest that you think of -- a better way of  
 5 questioning would be, did Charles Brown say this.  
 6 The way it's phrased, I have an objection because it  
 7 can potentially get into privileged information.  
 8 MR. WEINSTOCK: Absolutely not. The question  
 9 is, first I -- first off, did anybody else tell her  
 10 that. And if she says her attorney told her that,  
 11 then I've got other questions I can ask. If she  
 12 doesn't say that first -- she has to get past step  
 13 one before we worry about step two.  
 14 BY MR. WEINSTOCK:  
 15 Q. So my first question is: Did anybody  
 16 tell you that the fact that Charles Brown allegedly  
 17 brought you another document for you to sign, which  
 18 you never signed in any way, made the July 6th,  
 19 2017, document null and void?  
 20 MS. BARRAZA: My objection stands,  
 21 attorney/client privileged.  
 22 And I'm going to instruct the  
 23 witness not to answer this question with respect to  
 24 any attorney communications that have been had.  
 25 ////

1 BY MR. WEINSTOCK:  
 2 Q. First off, the question is yes or no,  
 3 did anybody tell you. Answer yes no.  
 4 MS. BARRAZA: Again, my objection stands.  
 5 This is an inappropriate question because the way  
 6 it's phrased it can potentially enter  
 7 attorney/client communications.  
 8 MR. WEINSTOCK: Yes or no can't lead to  
 9 attorney client --  
 10 MS. BARRAZA: It absolutely can. It  
 11 absolutely can. I mean, I've explained to you why  
 12 this is an inappropriate question. If you don't  
 13 want to rephrase it, that's fine; but the way this  
 14 is phrased, I'm instructing her not to answer it.  
 15 MR. WEINSTOCK: Are you instructing her not to  
 16 answer the yes or no question?  
 17 MS. BARRAZA: I'm instructing her not to  
 18 answer this question, which could potentially call  
 19 for attorney/client communications.  
 20 BY MR. WEINSTOCK:  
 21 Q. Okay. Mrs. Atkinson, you heard your  
 22 attorney's advice. Based upon your attorney's  
 23 advice, are you agreeing not to answer that question  
 24 knowing there could be consequences upon you if you  
 25 are deemed to be wrong in not answering the

1 question?  
2 MS. BARRAZA: We don't need the extra  
3 commentary. We don't need the extra commentary  
4 about -- that you just relayed there, either.  
5 MR. WEINSTOCK: Sure, we do, because --  
6 MS. BARRAZA: You don't need to --  
7 MR. WEINSTOCK: -- she's -- she's not  
8 answering the question. And we can take it to the  
9 discovery commissioner, and the discovery  
10 commissioner says she has to answer; and she gets a  
11 assessed costs or fees. I don't want her coming  
12 back and saying she didn't know that.  
13 MS. BARRAZA: You don't have to advise her.  
14 She has attorneys to do that.  
15 MR. WEINSTOCK: I don't know --  
16 MS. PEREYRA: She already heard our position,  
17 and she's not going to answer.  
18 BY MR. WEINSTOCK:  
19 Q. Mrs. Atkinson, is it your desire not to  
20 answer the question I asked as to whether anybody  
21 has told you that the fact that your claiming  
22 Charles Brown came to you with the second document,  
23 that that made the July 6, 2017, document null and  
24 void? Is it still your desire not to answer that?  
25 **A. I'm not going to answer.**

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1 Q. Okay.  
2 MR. WEINSTOCK: Would you please certify that,  
3 Ms. Court Reporter.  
4 THE REPORTER: Yes, I will.  
5 (Whereupon, the question will be certified.)  
6 BY MR. WEINSTOCK:  
7 Q. Mrs. Atkinson, did you ever -- are you  
8 there, Mrs. Atkinson?  
9 **A. Yes.**  
10 Q. Did you ever -- you and your husband  
11 ever complete the sale of the residence at 2315 N.  
12 Decatur Blvd. to Charles Brown?  
13 MS. PEREYRA: Objection, form.  
14 You can answer.  
15 THE WITNESS: So you're saying have I -- have  
16 we sold it?  
17 BY MR. WEINSTOCK:  
18 Q. To Mr. Brown.  
19 **A. No.**  
20 Q. Thank you.  
21 **A. I never ever paid.**  
22 Q. There is no question in front of you,  
23 please, ma'am.  
24 Now, there came a time when  
25 Mr. Brown sued you and your husband regarding this

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1 transaction, correct?  
2 **A. Mr. Brown, yeah. He -- Mr. Brown -- it  
3 was Winder that did it because he sent me the letter  
4 and he was mad because he said he didn't have his --  
5 he was mad because he didn't have money, and so  
6 there -- he's the one that took me to thing. He's  
7 the one that sent me the letter. It was him that  
8 was mad because he wanted his money. You know --  
9 you know Dan well, and he -- it was him that sent me  
10 the letter and it was him that was taking me to  
11 court and it was him that was mad because he wasn't  
12 getting the money.**  
13 Q. Mrs. Atkinson, can you hear me?  
14 **A. Yes.**  
15 Q. Okay. Thank you. I apologize.  
16 Now, Mrs. Atkinson, please answer  
17 my question without your beliefs and without what  
18 you don't know. Isn't it true that after a period  
19 of time when you did not sell your house to Charles  
20 Brown, Charles Brown filed a lawsuit against you and  
21 your husband, correct?  
22 **A. Yes. Yes.**  
23 Q. Okay. And at that time did you go out  
24 and hire an attorney?  
25 **A. Yes, I did.**

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1 Q. What attorney did you hire?  
2 THE WITNESS: Do I have to tell what my --  
3 MS. PEREYRA: Yes, he already knows.  
4 THE WITNESS: Yes. Okay.  
5 So if you already know, why are  
6 you asking me?  
7 BY MR. WEINSTOCK:  
8 Q. Mrs. Atkinson, what attorney did you  
9 hire?  
10 **A. Joel Lee.**  
11 Q. Who?  
12 **A. I can't ever -- Gretarus {sic}. I can  
13 never say that.**  
14 Q. Which attorney did you hire?  
15 **A. Decarus {sic}.**  
16 Q. What were the attorneys you hired?  
17 MS. PEREYRA: Cur --  
18 THE WITNESS: Cuteria {sic}. Cuteria. I'm  
19 always -- and -- and -- and Adriana. And Danielle.  
20 BY MR. WEINSTOCK:  
21 Q. So you hired three different attorneys?  
22 **A. Huh?**  
23 Q. Did you and your husband hire three  
24 different attorneys?  
25 **A. Yeah.**

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1 Q. And what were the names of those  
2 attorneys?  
3 **A. I have just told you.**  
4 Q. Tell me again, please?  
5 **A. Danielle and Adriana.**  
6 Q. Who is Danielle? What is her last  
7 name?  
8 **A. Barraza. Is that how you say it?**  
9 Q. And was she with a law firm?  
10 **A. Okay. I can't remember the names, how**  
11 **they're -- there are many, yeah, because --**  
12 Q. Mrs. Atkinson, did you talk --  
13 **A. You know who it is, and I don't really**  
14 **know how to -- I've always taken -- I'm always doing**  
15 **it wrong.**  
16 Q. Mrs. Atkinson, you testified just one  
17 minute ago what attorneys you hired to handle the  
18 lawsuit from Charles Brown against you and your  
19 husband with Danielle Barraza. Did you hire her  
20 personally --  
21 **A. Yes.**  
22 Q. -- or did you hire a law firm?  
23 **A. I just got a law firm.**  
24 Q. You got a law firm. Do you know what  
25 law firm you hired without looking?

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1 **A. I can't. I told you once and twice and**  
2 **three times my -- that I don't know exactly how to**  
3 **pronounce it.**  
4 Q. Okay.  
5 **A. Now, if that's such a big thing that is**  
6 **getting you --**  
7 Q. All right. But you didn't hire  
8 Danielle Barraza, personally, correct?  
9 MS. PEREYRA: Objection, relevance. Are you  
10 just trying to harass the witness?  
11 MR. WEINSTOCK: No, I'm trying to get her to  
12 answer the question.  
13 MS. PEREYRA: The question -- she told you she  
14 has difficulty pronouncing the names. Why is that  
15 relevant?  
16 MR. WEINSTOCK: Okay. She can answer yes or  
17 no whether she hired Danielle Barraza, personally,  
18 or the law firm.  
19 MS. BARRAZA: She's answered the law firm.  
20 MS. PEREYRA: She already answered that.  
21 BY MR. WEINSTOCK:  
22 Q. And you also may give the -- you  
23 mentioned another attorney you hired is Adriana. Do  
24 you know Adriana's last name?  
25 **A. I can't pronounce them. I can't --**

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1 **it's not that big a deal.**  
2 Q. Was it another law firm -- was Adriana  
3 with another law firm?  
4 **A. I called that one -- that one -- that**  
5 **firm.**  
6 Q. So you called the law firm where  
7 Adriana works at?  
8 **A. Yes.**  
9 Q. You did not hire Adriana personally,  
10 you hired her law firm; is that correct?  
11 **A. Yes.**  
12 Q. And you mentioned another attorney,  
13 Cuteras?  
14 **A. And that's Joey.**  
15 Q. Who?  
16 **A. I just call him Joey.**  
17 Q. Joey?  
18 **A. It's easier than to try and know --**  
19 **it's ridiculous. This is ridiculous.**  
20 Q. Did you hire Joey personally?  
21 **A. I called the firm.**  
22 Q. That's a third different firm?  
23 **A. Yes -- no, that's one firm.**  
24 Q. What? Joey's firm -- is Joey's firm  
25 the same firm that Adriana or Danielle are members

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1 of?  
2 MS. PEREYRA: Objection. This is a  
3 conglomerated question.  
4 BY MR. WEINSTOCK:  
5 Q. What -- are you going to answer that?  
6 MS. PEREYRA: You asked her two questions.  
7 She doesn't know what to answer.  
8 MR. WEINSTOCK: Okay.  
9 BY MR. WEINSTOCK:  
10 Q. Let me be simple. At some point in  
11 time you hired a firm with Danielle Barraza,  
12 correct?  
13 **A. Yes.**  
14 Q. Okay. And you also mentioned at some  
15 point in time to represent you, you hired a firm  
16 that Adriana was a member of, correct?  
17 **A. Yes. Yes. I can't understand why you**  
18 **need to go through this.**  
19 Q. And you also mentioned at some point in  
20 time you hired a firm that Joey Cuteras is a member  
21 of; is that correct?  
22 **A. Yes.**  
23 Q. Did you and your husband pay all of  
24 those firms money to represent you?  
25 MS. BARRAZA: Objection, form.

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1 THE WITNESS: Yeah. I mean, we're not even  
2 over it. We are still -- you've still got these --  
3 you guys are still not doing what you're supposed  
4 to; and so, we're still in it. So how am I going to  
5 say how much the money would be, because you keep it  
6 going on and on and on.  
7 MR. WEINSTOCK:  
8 Q. As of today, how much money have you or  
9 your husband paid to the law firm of Dan --  
10 **A. I don't have to tell you or anybody**  
11 **else that when I can't even tell myself because**  
12 **you've got it going on and on and on and on. So I**  
13 **can't tell you a number.**  
14 Q. Did you pay them any money?  
15 **A. I don't have to tell you things like**  
16 **that.**  
17 Q. Well, I appreciate that you believe you  
18 don't have to tell me those things.  
19 **A. No, I don't.**  
20 Q. Are you refusing to answer?  
21 **A. I don't have to tell things that we --**  
22 **it's not even done.**  
23 Q. Have you paid any money to date?  
24 **A. I'm not going to tell you.**  
25 Q. You're refusing to answer that?

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1 **A. Yes.**  
2 Q. Okay. Have you or your husband paid  
3 any money to date to the firm that Adriana is with?  
4 **A. I'm not going to say anything about**  
5 **this. This isn't done. And we are not going to say**  
6 **anything with something that is carrying on and**  
7 **carrying on. And you're dragging it on. So it's**  
8 **not over.**  
9 Q. Mrs. Atkinson, let me try to change it  
10 a little bit. Do you recall there came a time on  
11 November 5th of 2019, you and your husband filed a  
12 lawsuit against against Charles Brown, an  
13 individual; Stacy Brown, an individual; the Law  
14 Office of Dan Winder, P.C., a domestic professional  
15 corporation; Dan Winder, an individual, Does 1  
16 through 10; and Roe Corporations 1 through 10? Do  
17 you recall doing that?  
18 **A. Yeah. Going to a thing? Yeah. Yeah,**  
19 **that is right.**  
20 Q. Okay. Did you -- why did you do that?  
21 **A. Why? He sent letters and -- he sent**  
22 **us. He sent us, and he shouldn't have -- yeah. All**  
23 **the fraudulent was -- you up there sitting**  
24 **listening? All of that fraudulent stuff that was**  
25 **going on?**

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1 Q. Are you claiming that in filing the  
2 lawsuit, did you suffer damages?  
3 **A. Oh, you better believe it.**  
4 Q. What damages did you suffer?  
5 **A. What damage do you think? And, you**  
6 **know, you are a human? You know what, I even -- I**  
7 **even moved because I -- there are all these people**  
8 **that are not good people and that they done all this**  
9 **fraud, and then they are trying to take our stuff.**  
10 **And, yeah, you think that that -- that that's not a**  
11 **thing that you have to go through, all of this crazy**  
12 **things with all these crazy people?**  
13 Q. Mrs. Atkinson --  
14 **A. And all these old people that you --**  
15 **that you've done this to -- that it's been done to,**  
16 **a lot, a lot of, a lot of people, not just us.**  
17 Q. Mrs. Atkinson, when did you move?  
18 **A. I'm not telling you. I don't have to**  
19 **tell you.**  
20 Q. Mrs. Atkinson, where did you move from?  
21 **A. I'm not -- you probably knew that, but**  
22 **I don't need to tell you where I live and where I**  
23 **don't.**  
24 Q. Where did you move to, Mrs. Atkinson?  
25 **A. I best not tell you that --**

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1 Q. Okay. And Mrs. Atkinson --  
2 **A. -- because I don't want you to know**  
3 **where I live. I don't want none of you people to**  
4 **know where I live.**  
5 Q. Other than --  
6 **A. Because I don't feel safe if I tell you**  
7 **where I live.**  
8 Q. Mrs. Atkinson, other than claiming --  
9 **A. My son -- my son made me move because**  
10 **he does -- he thought that that should not -- he**  
11 **didn't want me to be around where you guys know.**  
12 **I --**  
13 MS. PEREYRA: I think we need to take a break.  
14 She's very upset right now.  
15 MR. WEINSTOCK: Let's take another break and  
16 hopefully you can get her to answer direct the  
17 questions.  
18 THE WITNESS: I'm not telling you where I'm  
19 living.  
20 MR. WEINSTOCK: Okay. Do you want to take a  
21 ten-minute break, Ms. Pereyra?  
22 MS. PEREYRA: Yeah that's fine.  
23 (Short break.)  
24 BY MR. WEINSTOCK:  
25 Q. Mrs. Atkinson, again I want to remind

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1 you, you're still under oath and the same solemnity  
2 with telling the truth applies. Do you understand  
3 that?  
4 **A. Yes.**  
5 Q. Now, where we left off before the last  
6 break, we were talking about the complaint that you  
7 and your husband had filed on November 5th of 2019  
8 against Charles Brown, Stacy Brown, and the office  
9 of Dan Winder, and Dan Winder. Do you remember  
10 that?  
11 **A. Yes.**  
12 Q. And I was asking you -- based upon that  
13 complaint, I asked you if you had suffered any  
14 damages causing you to file that complaint. You  
15 indicated yes; and you started out by saying you had  
16 to move, correct?  
17 **A. Well, yeah, there is a lot that goes on**  
18 **that people with -- when people do things like this.**  
19 Q. Okay. And tell me why you believe you  
20 had -- well, again, I asked you where were you  
21 living at the time you decided to move?  
22 **A. You want to know where I moved? You**  
23 **want to know where I live now?**  
24 Q. No. Well, yes, but I want to know  
25 where you were living at the time you and your

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1 husband made the decision that you had to move.  
2 **A. I just lived on Auburn where he came**  
3 **down to talk to us.**  
4 Q. What is the address on Auburn?  
5 **A. 5288 Auburn Avenue.**  
6 Q. And was that a house that you and your  
7 husband owned?  
8 **A. Yes.**  
9 Q. When did you and your husband purchase  
10 that house?  
11 **A. A long time ago.**  
12 Q. Okay. When did you and your husband  
13 make the decision that you were moving?  
14 **A. Because what was going on with this.**  
15 Q. When did you make that decision?  
16 **A. Huh?**  
17 Q. When did you make the decision to move?  
18 **A. Probably -- probably the day that we**  
19 **decided to move, when he gave us that second thing**  
20 **and that they was still doing all these wrong**  
21 **things; and that's the time that we decided that we**  
22 **did -- that we should go move and that none of them**  
23 **knew where we were.**  
24 Q. Again, do you recall when that was?  
25 Was that in 2017? 2020? 2021?

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1 **A. When was it? I can't -- I can't think.**  
2 **It's been a couple years ago.**  
3 THE WITNESS: Hasn't it? The -- when we  
4 decided to move?  
5 MR. ATKINSON: Yeah, in '17.  
6 THE WITNESS: I think it was probably a couple  
7 years back when we decided to move because we didn't  
8 feel safe, and they knew where we -- where we lived.  
9 BY MR. WEINSTOCK:  
10 Q. Mrs. Atkinson, you just asked somebody  
11 a question. Who did you ask a question of?  
12 MS. PEREYRA: She was asking me.  
13 MR. WEINSTOCK: Is your husband in the room,  
14 ma'am?  
15 MS. PEREYRA: He just walked by as she was  
16 talking.  
17 MR. WEINSTOCK: I would ask that he not be  
18 present during questioning.  
19 MS. BARRAZA: He's allowed to be present  
20 during questions. He's a party.  
21 MR. WEINSTOCK: No, I have a right to excuse  
22 witnesses because I don't want him hearing her  
23 answers and giving the same answer.  
24 MS. BARRAZA: He's a party to this lawsuit,  
25 and he has a right to be present in this lawsuit --

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1 to be present at this deposition if he wants to be.  
2 MR. WEINSTOCK: At his deposition, not at  
3 hers.  
4 MS. BARRAZA: He has a right to be present at  
5 any deposition. He has a right to be present at  
6 your deposition. He has a right to be present at a  
7 deposition of any party.  
8 MR. WEINSTOCK: I disagree. That is something  
9 we'll address, obviously, before this is over.  
10 BY MR. WEINSTOCK:  
11 Q. Mrs. Atkinson, when did you and your  
12 husband decide to move from the house at 5288 Auburn  
13 Avenue?  
14 MS. PEREYRA: Objection, asked and answered.  
15 BY MR. WEINSTOCK:  
16 Q. Please answer.  
17 **A. Yeah, it's -- we -- it's been a -- like**  
18 **a couple of years ago that we needed to just move**  
19 **where -- where they did not know where we was**  
20 **because we didn't feel safe.**  
21 Q. Did you and your husband put the house  
22 at 5288 Auburn Avenue up for sale?  
23 **A. Yes.**  
24 Q. When did you list it?  
25 **A. When is it we listed it?**

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1 Q. Uh-huh.  
 2 **A. Do you mind telling me what any of this**  
 3 **goes with -- for?**  
 4 Q. Please answer the question, ma'am.  
 5 **A. We just -- we just barely sold it.**  
 6 Q. When did you sell it?  
 7 **A. We just sold it. A week?**  
 8 Q. A week ago you sold it?  
 9 **A. Uh-huh.**  
 10 Q. Is that a "yes"?  
 11 **A. Yes.**  
 12 Q. Did the sale close?  
 13 **A. Yes.**  
 14 Q. How much did you sell the house for?  
 15 **A. I don't think that's anybody's**  
 16 **business?**  
 17 Q. How much did you sell it for?  
 18 MS. PEREYRA: Objection, relevance.  
 19 MR. WEINSTOCK: If she's claiming that is a  
 20 measure of damage, we certainly need to know how she  
 21 was damaged as a result.  
 22 MS. PEREYRA: That's her personal house. This  
 23 has nothing to do with the other building.  
 24 MR. WEINSTOCK: I asked her what is she  
 25 claiming as damages, and she said they had to move

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1 as one of her basis of --  
 2 THE WITNESS: Yeah, because we didn't feel  
 3 safe.  
 4 BY MR. WEINSTOCK: And therefore it is a measure of  
 5 damage, and -- unless you guys are going to waive  
 6 that as a claim for damage  
 7 MS. BARRAZA: We will waive the value of the  
 8 Auburn property as any kind of claim for damage.  
 9 That's what we can waive. So she can still testify  
 10 that she had to move, and it goes to emotional  
 11 distress damages.  
 12 MR. WEINSTOCK: Well, I mean, again, I believe  
 13 we are entitled to all the information about --  
 14 THE WITNESS: I don't remember.  
 15 MS. BARRAZA: Okay. So she's just testified  
 16 that she doesn't remember what she sold it for, so  
 17 you can move on.  
 18 BY MR. WEINSTOCK:  
 19 Q. How much did you pay for it when you  
 20 bought the house?  
 21 **A. Oh, that's eight years ago. I mean, I**  
 22 **don't -- I don't remember. And I can't remember --**  
 23 **I can't think of what this would be for. I mean, I**  
 24 **can't imagine -- you know, you are trying to delve**  
 25 **into people's personal things.**

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1 Q. When is it you listed the house on  
 2 Auburn for sale?  
 3 **A. Why hell.**  
 4 MS. PEREYRA: You can say you don't remember  
 5 if you don't remember.  
 6 THE WITNESS: Well, I'm just not taking -- I  
 7 don't know what it is for, but I'd say like two  
 8 months.  
 9 BY MR. WEINSTOCK:  
 10 Q. You had it on the market for two  
 11 months?  
 12 **A. Around. Huh?**  
 13 Q. You had it on the market for about two  
 14 months before it sold?  
 15 **A. Yeah, two, three months.**  
 16 Q. Without giving me an actual figure, did  
 17 you and your husband make money on the sale of the  
 18 house?  
 19 **A. Well, I don't know because there is**  
 20 **bills that have to be paid out with that, so I can't**  
 21 **tell you that -- you know, what we would get out of**  
 22 **it.**  
 23 Q. What company did you list the house for  
 24 sale with?  
 25 MS. BARRAZA: So if you remember, you can

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1 answer that question.  
 2 MS. PEREYRA: If you don't remember, you can  
 3 say you don't remember.  
 4 THE WITNESS: No, I can't remember.  
 5 MS. BARRAZA: Okay.  
 6 MS. PEREYRA: Then say you --  
 7 THE WITNESS: I can't remember what  
 8 {inaudible}. I can't remember what the name --  
 9 BY MR. WEINSTOCK:  
 10 Q. Do you have documents regarding the  
 11 sale of your house in your possession, not with you  
 12 today but in your possession?  
 13 **A. No.**  
 14 Q. You didn't get any paperwork --  
 15 **A. Yes.**  
 16 Q. -- for listing the house?  
 17 **A. Yes.**  
 18 Q. And you still have those papers?  
 19 **A. What do -- why do you want to know?**  
 20 Q. Do you or -- do you still have the  
 21 papers from listing the house?  
 22 **A. Some place in here, yes.**  
 23 Q. And do you have papers from the sale of  
 24 the house?  
 25 **A. Yeah.**

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1 Q. Will you give those papers to your  
2 attorney to provide to us in this litigation?  
3 MS. BARRAZA: You can ask that offline,  
4 Mr. Weinstock. This deposition is for you to ask  
5 her personal knowledge about things. If you want to  
6 ask questions after the deposition about what we'll  
7 produce, we can do that at that time.  
8 MR. WEINSTOCK: I'm asking her if she'll  
9 provide it to her attorney.  
10 THE WITNESS: If my -- if my -- if these guys  
11 think that, you know, you should have it, then I  
12 would give it to them; but I would have to see if  
13 they thought that that was okay.  
14 BY MR. WEINSTOCK:  
15 Q. Okay. Let's go back to the complaint  
16 you filed on November 5th, 2019. Other than having  
17 to move, what other damages are you claiming in that  
18 lawsuit?  
19 MS. BARRAZA: Objection, form.  
20 You can answer.  
21 THE WITNESS: I don't know how many attorneys'  
22 fees and stuff like that.  
23 BY MR. WEINSTOCK:  
24 Q. Is that your other thing you're  
25 requesting, is your attorneys' fees?

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1 **A. I don't know how much those attorneys'**  
2 **fees will end up.**  
3 Q. Is that what you're claiming you were  
4 damaged by?  
5 **A. Well, I don't think you've got time**  
6 **along today to see what it would be. I mean, what**  
7 **do you mean, the -- what -- what type of things are**  
8 **you trying to say?**  
9 Q. I'm asking you, in your lawsuit that  
10 you caused to be filed with your husband, how you  
11 guys were damaged to result in the lawsuit. What  
12 did you think you were damaged by that caused you to  
13 file this lawsuit?  
14 **A. Well, it would -- it's going to be a**  
15 **lot of money to pay -- to pay the attorneys' fees,**  
16 **and it was --**  
17 Q. Let me stop you right there. What  
18 attorneys' fees are you saying that you have to pay?  
19 **A. Well, what would you think? What this**  
20 **has been going on and on and on and all of this**  
21 **stuff and all of these things that you have to find**  
22 **out about and everything else. What do you mean?**  
23 Q. Are you claiming as damages in this  
24 lawsuit that you had to pay attorneys' fees to your  
25 attorneys in the lawsuit that was filed against you

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1 by Charles Brown?  
2 **A. Yes.**  
3 Q. How much did you have to pay your  
4 attorneys?  
5 **A. I don't know. It's not even over.**  
6 Q. That case is long over.  
7 **A. No, that case isn't long over.**  
8 Q. Mrs. Atkinson, haven't you been advised  
9 that the first case that was filed against you by  
10 Charles Brown is over?  
11 MS. BARRAZA: Objection, form.  
12 BY MR. WEINSTOCK:  
13 Q. Is it your testimony that you do not  
14 believe that case is over?  
15 **A. Well, the first part of it.**  
16 Q. The first case is over, correct?  
17 **A. Yeah. And you just keep going on and**  
18 **on and on and on.**  
19 Q. Now, when that case is over, in that  
20 first case, did you or you husband pay any money to  
21 any attorneys?  
22 **A. I don't think I have to say anything.**  
23 **Do I have to answer?**  
24 Q. You have to answer.  
25 Did you or your husband pay any

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1 money to your attorney in that first case filed  
2 against you by Charles Brown?  
3 **A. Okay. So are you saying that if we're**  
4 **not -- we haven't paid anything down. We haven't**  
5 **paid it yet.**  
6 Q. Is it your testimony that you haven't  
7 paid any money to any attorney regarding the first  
8 case that was filed against you by Charles Brown?  
9 Is that your testimony?  
10 **A. Not yet.**  
11 Q. Is it your testimony you have not paid  
12 any money to any person yet for any legal action  
13 that was filed against you by Charles Brown?  
14 **A. Not yet.**  
15 Q. Have you gotten any bills from any  
16 attorney for the actions regarding the case of  
17 Charles Brown against the Atkinsons? Have you  
18 gotten any bills?  
19 **A. I have, but I don't think I need to**  
20 **show all these things.**  
21 Q. You do, but that's up to your attorneys  
22 whether you want to.  
23 When was the last time you got a  
24 bill?  
25 **A. I can't remember.**

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1 Q. How much was the bill for?  
 2 **A. I can't remember that, either.**  
 3 Q. Did you talk to your attorney about  
 4 paying those bills?  
 5 MS. PEREYRA: You know, why is this -- that's  
 6 attorney/client privilege whether she talked to us  
 7 about the bills or not.  
 8 MR. WEINSTOCK: Actually, it's not, if it's a  
 9 claim for damages. If you're going to withdraw that  
 10 as a claim for damages, that's one thing. If not,  
 11 we're entitled to know.  
 12 MS. PEREYRA: It's a very broad question.  
 13 Talk about the bills -- there is a lot of privileged  
 14 information that could have covered, talking about  
 15 those bills. So what specifically do you want to  
 16 know, and we can determine whether it's privileged  
 17 or not.  
 18 MR. WEINSTOCK: Well, first, I want to know  
 19 how much she was billed.  
 20 MS. PEREYRA: She just answered that.  
 21 MR. WEINSTOCK: Second one was what for.  
 22 MS. BARRAZA: That's been disclosed,  
 23 Mr. Weinstock. You can ask the witness if she  
 24 knows, but the documents have already been  
 25 disclosed.

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1 MR. WEINSTOCK: I understand that.  
 2 BY MR. WEINSTOCK:  
 3 Q. Have you had discussions with your  
 4 attorneys as to whether or not you were going to be  
 5 required to pay any money at all to any attorneys  
 6 for the case that you were sued on by Charles Brown?  
 7 **A. Yes.**  
 8 Q. How much were you told you would have  
 9 to pay?  
 10 MS. BARRAZA: And, objection, we're going to  
 11 object to the extent this calls for attorney/client  
 12 privilege. Anything that asks what the attorneys  
 13 relayed to Mrs. Atkinson is privileged, obviously.  
 14 MR. WEINSTOCK: It is not obvious because it  
 15 is a measure of damages. If she's going to be  
 16 asking a judge or a jury for damages, is she not  
 17 going to tell them?  
 18 MS. BARRAZA: Yeah, she'll be able to look at  
 19 the bills. She's already disclosed -- based on the  
 20 documents that have been disclosed, she's already  
 21 said she doesn't remember the amount of money on the  
 22 bills that she's received. So if you want to  
 23 refresh her recollection with the documents that  
 24 we've already produced, you can do that.  
 25 MR. WEINSTOCK: No.

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1 BY MR. WEINSTOCK:  
 2 Q. Mrs. Atkinson, were you told by Joey  
 3 Cuteras how much money you have to pay him for his  
 4 attorneys' fees in the first case?  
 5 MS. BARRAZA: We just made an objection about  
 6 attorney/client conversations not going to be  
 7 answered.  
 8 MR. WEINSTOCK: And I don't believe you have  
 9 any standing to object on behalf of Mr. Cuteras.  
 10 MS. BARRAZA: Yes, we do. We have to object  
 11 on behalf of our client because our client has a  
 12 privilege. It's our clients' privileges that we're  
 13 asserting.  
 14 MR. WEINSTOCK: And your asserting the  
 15 privilege that your client does not have to tell us  
 16 how much money she was told she had to pay Joe  
 17 Cuteras?  
 18 MS. BARRAZA: Yeah, it's on the bills. We've  
 19 already said that. She's testified to that.  
 20 MR. WEINSTOCK: Are you instructing her not to  
 21 answer?  
 22 MS. BARRAZA: I'm directing her not to --  
 23 you're asking a question about what Mr.  
 24 Mr. Gutierrez told her. I'm telling my client not  
 25 to answer any questions --

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1 MR. WEINSTOCK: I'm talking about she only.  
 2 MS. BARRAZA: That has to do with  
 3 attorney/client privileged information, so...  
 4 MR. WEINSTOCK: Are you instructing her not to  
 5 answer?  
 6 MS. BARRAZA: She's already answered that.  
 7 She's been informed that she owes fees, so you're  
 8 asking the same question again and again.  
 9 BY MR. WEINSTOCK:  
 10 Q. Were you informed by Mr. Cuteras that  
 11 you owe him fees?  
 12 MS. BARRAZA: You can answer that question.  
 13 It's a yes or no question.  
 14 THE WITNESS: Yeah. I still can't say how  
 15 much.  
 16 MS. BARRAZA: She can't answer how much.  
 17 BY MR. WEINSTOCK:  
 18 Q. Were you informed by Mr. Cuteras how  
 19 much in fees you owed?  
 20 **A. I don't know how many times --**  
 21 Q. Were you informed by him how much you  
 22 owed him on the first case?  
 23 MS. PEREYRA: If you don't remember, you can  
 24 say you don't remember.  
 25 MR. WEINSTOCK: Don't direct her, Ms. Pereyra.

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1 MS. PEREYRA: I'm allowed to tell her if she  
2 doesn't remember.  
3 MR. WEINSTOCK: You have told her that many,  
4 many times.  
5 MS. PEREYRA: And I can keep on telling her  
6 that.  
7 MR. WEINSTOCK: You don't have to keep telling  
8 her that.  
9 MS. PEREYRA: I can tell her that if I want  
10 to.  
11 MR. WEINSTOCK: No, you can't. That's leading  
12 her.  
13 BY MR. WEINSTOCK:  
14 Q. Mrs. Atkinson, has Mr. Cuteras told you  
15 how much money you have to pay him? Yes or no.  
16 MS. BARRAZA: You can answer it again.  
17 So I'm going to do my objection,  
18 asked and answered.  
19 You can go ahead and answer it  
20 again.  
21 THE WITNESS: I don't know how much more there  
22 is, and I don't know how much the total is.  
23 BY MR. WEINSTOCK:  
24 Q. So when you say you don't know how much  
25 more there is, have you paid him anything?

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1 **A. No.**  
2 Q. Okay. Have you been told by Adriana  
3 how much money you owe her law firm for the first  
4 case?  
5 MS. PEREYRA: It's the same objection as to  
6 Joey. I am also an attorney, and it's also  
7 attorney/client privilege.  
8 MR. WEINSTOCK: Are you directing her not to  
9 answer?  
10 MS. PEREYRA: I am directing her not to answer  
11 it.  
12 MS. BARRAZA: All you have to do is ask, have  
13 you seen the bills. She's testified that she has.  
14 BY MR. WEINSTOCK:  
15 Q. Mrs. Atkinson, my question for you:  
16 First, have you been told by Adriana that you have  
17 to pay her law firm those bills that she has billed  
18 you for?  
19 **A. Yes. Yes, I do. But I don't know --**  
20 **and I don't really know all that there is that I**  
21 **still -- that I need to pay.**  
22 Q. Did you sign a fee agreement, a  
23 retainer agreement, with Adriana's law firm on the  
24 first case, the one that you and your husband were  
25 sued on by Mr. Brown?

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1 **A. Yes.**  
2 Q. What were the terms of that agreement?  
3 **A. You would have to ask my attorney about**  
4 **that.**  
5 Q. Did you get a copy of the retainer  
6 agreement you had to sign?  
7 **A. No.**  
8 Q. You didn't get a copy -- please don't  
9 look at your attorney. Answer my questions.  
10 Did you get a copy of the retainer  
11 agreement?  
12 **A. I think I did.**  
13 Q. Okay. Do you still have it?  
14 **A. I don't know. I don't know, and I'm**  
15 **not going to go look.**  
16 Q. If you were requested to look, you have  
17 to look. You were requested for that information.  
18 Do you recall that? Did you see documents where you  
19 were requested to provide that information to us?  
20 **A. I don't remember.**  
21 Q. Do you remember getting documents that  
22 were called requests for production from us to you?  
23 **A. I don't remember that, either.**  
24 Q. Do you recall answering any of those  
25 requests?

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1 **A. I don't -- I can't -- what things are**  
2 **you talking about that you sent me?**  
3 Q. Mrs. Atkinson, let me ask you  
4 something. Let me back up for a second.  
5 You mentioned that the house you  
6 sold a couple days ago, a week ago, was at 5288  
7 Auburn Avenue, correct?  
8 **A. And -- what did you say?**  
9 Q. You testified that house was on 5288  
10 Auburn Avenue, correct?  
11 **A. Uh-huh.**  
12 Q. Is that a "yes"?  
13 **A. Uh-huh.**  
14 Q. Isn't the house on 2315 N. Decatur  
15 Blvd. also on the corner of N. Decatur avenue and  
16 Auburn Avenue?  
17 **A. Yes.**  
18 Q. Did you or your husband receive bills  
19 from Danielle Barraza's law firm regarding the  
20 handling of the first lawsuit that was filed against  
21 you and your husband by Mr. Brown?  
22 **A. Yes.**  
23 Q. And how much was that?  
24 **A. And how much?**  
25 Q. Yeah.

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1 **A. How much was -- I was supposed -- that**  
2 **we were supposed to give him?**  
3 Q. The law firm that Ms. Barraza works at.  
4 **A. He went to --**  
5 MS. BARRAZA: Just ask him to repeat the  
6 question.  
7 THE WITNESS: Repeat the question.  
8 MR. WEINSTOCK: Okay.  
9 Adriana, I wish you wouldn't coach  
10 your witness. Allow her to answer; and if you have  
11 an objection, you can make it, but you cannot coach  
12 her.  
13 BY MR. WEINSTOCK:  
14 Q. Now, Mrs. Atkinson, we were talking  
15 about the bill you and your husband received from  
16 Ms. Barraza's law firm. How much was that for?  
17 **A. You know, I really can't remember. I**  
18 **really can't. I really can't remember what he had**  
19 **in that thing, the one that he said we had to go to**  
20 **court.**  
21 Q. Who's "he"? What "he" are you  
22 referring to?  
23 **A. What is his name?**  
24 Q. Who is the "he" that you're referring  
25 to?

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1 MS. PEREYRA: Do you need to take a break?  
2 Are you okay?  
3 THE WITNESS: Well, a -- wild thing. What is  
4 his name? I don't know.  
5 MS. PEREYRA: He asked you --  
6 MR. WEINSTOCK: I asked you about attorney  
7 fees.  
8 THE WITNESS: Okay. Say that again.  
9 BY MR. WEINSTOCK:  
10 Q. I was asking you about the attorney  
11 fees that you indicated you got a bill from the law  
12 firm of Ms. Barraza, and I'm asking you how much you  
13 were told you and your husband had to pay for those  
14 attorney fees.  
15 **A. What attorney fees? Say that again.**  
16 **You're coming across muffled for some reason.**  
17 Q. Okay. I'll try to be a little clearer.  
18 Can you hear me clearly?  
19 MS. PEREYRA: It's still a bit muffled.  
20 MR. WEINSTOCK: Well, I don't know how I  
21 became muffled, but as long -- if you can't hear me,  
22 please let me know.  
23 BY MR. WEINSTOCK:  
24 Q. I'm asking you about the bill that you  
25 received from Ms. Barraza's law firm regarding the

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1 lawsuit that was filed against you and your husband  
2 by Charles Brown. Do you remember that?  
3 **A. Not really. Are you talking about**  
4 **Joey's firm?**  
5 Q. No.  
6 **A. Okay. Yeah, I don't know how much.**  
7 Q. Okay. And please correct me if I'm  
8 wrong, you have not paid -- you and your husband  
9 have not paid Ms. Barraza's law firm any money at  
10 this time regarding the lawsuit that was filed  
11 against you by for George -- excuse me -- by Charles  
12 Brown? You're getting me confused used now.  
13 Is it true that you and your  
14 husband have not paid any attorney -- any money  
15 regarding the lawsuit that was filed against you and  
16 your husband by Charles Brown that is now over,  
17 correct?  
18 **A. We haven't paid. We haven't paid.**  
19 Q. You haven't paid any money, correct, to  
20 any attorney, correct?  
21 MS. PEREYRA: Objection, asked and answered.  
22 MR. WEINSTOCK: I'm trying to get her to  
23 answer the question. And I ask without looking at  
24 you --  
25 MS. PEREYRA: She has answered that plenty of

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1 times, but go ahead and ask it again.  
2 BY MR. WEINSTOCK:  
3 Q. Just so everybody is clear --  
4 MS. PEREYRA: We're all clear except for you.  
5 BY MR. WEINSTOCK:  
6 Q. -- would you state that as of today  
7 that you or your husband have paid no money to any  
8 attorney for their representation of you in the  
9 lawsuit that was filed against you and your husband  
10 by Charles Brown that is now over?  
11 **A. I don't get it.**  
12 Q. Did you talk to any of your three  
13 attorneys that were representing you on that lawsuit  
14 when it was concluded about filing a motion with the  
15 court to get the court to order that Mr. Brown -- to  
16 pay you attorney fees in that case?  
17 MS. PEREYRA: Objection, attorney/client  
18 privilege, conversations between attorney.  
19 MR. WEINSTOCK: Are you instructing her not to  
20 answer?  
21 MS. PEREYRA: Yes.  
22 BY MR. WEINSTOCK:  
23 Q. Based upon that, is it your desire not  
24 to answer that question?  
25 **A. Yeah, I don't --**

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1 Q. Okay.  
2 MR. WEINSTOCK: Ms. Court Reporter, would you  
3 please certify that response.  
4 (Whereupon, the question will be certified.)  
5 BY MR. WEINSTOCK:  
6 Q. Would that be your same response to  
7 whether or not you -- the same question in regards  
8 to Ms. Barraza's law firm and Mr. Cuteras' law firm?  
9 MS. PEREYRA: Same objection.  
10 BY MR. WEINSTOCK:  
11 Q. Still your desire not to answer  
12 questions regarding those two law firms?  
13 **A. Yes.**  
14 MR. WEINSTOCK: Would you certify that answer.  
15 (Whereupon, the answer will be certified.)  
16 BY MR. WEINSTOCK:  
17 Q. Mrs. Atkinson, why did you and your  
18 husband feel you needed three different law firms to  
19 represent you in the lawsuit that was filed against  
20 you by Charles Brown?  
21 MS. BARRAZA: Objection, misstates testimony.  
22 And form.  
23 MR. WEINSTOCK: Okay. Well, let me back up a  
24 little bit, then.  
25 ////

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1 BY MR. WEINSTOCK:  
2 Q. Mrs. Atkinson, you had testified  
3 previously that in the lawsuit that was filed  
4 against you by Charles Brown, you and your husband  
5 had three different law firms representing you,  
6 correct?  
7 MS. BARRAZA: Objection, misstates testimony  
8 again.  
9 MR. WEINSTOCK: Okay.  
10 BY MR. WEINSTOCK:  
11 Q. Mrs. Atkinson, how many attorneys were  
12 representing you in the lawsuit filed against you  
13 and your husband by Mr. Brown that is now concluded?  
14 **A. How many?**  
15 Q. Yeah.  
16 **A. I had --**  
17 Q. Mrs. Atkinson, please don't direct  
18 questions to your attorney. Please answer my  
19 question. How many attorneys were representing you  
20 and your husband in the lawsuit filed by Charles  
21 Brown against you and your husband that is now  
22 concluded?  
23 **A. Three. I would think three.**  
24 Q. And who would those three be?  
25 MS. BARRAZA: Objection, asked and answered.

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1 MS. PEREYRA: Arnie, if we're going to go over  
2 this just to harass her, the same questions, we're  
3 going to end this. Okay? So if you're going over  
4 and over the same questions, we're going to end  
5 this.  
6 MR. WEINSTOCK: I'm not going over the same --  
7 MS. PEREYRA: We're not going to let you  
8 harass her.  
9 MR. WEINSTOCK: I'm not doing it to harass  
10 her.  
11 MS. PEREYRA: She answered over and over she  
12 couldn't pronounce the names. She answered who the  
13 attorneys were. She gave you the names, told you  
14 she couldn't pronounce the names of the law firms.  
15 Why are you asking her again, just other than to  
16 harass her?  
17 MR. WEINSTOCK: Because you guys are the ones  
18 that obviously are misinformed for trying to mislead  
19 myself and the court. I asked her --  
20 MS. PEREYRA: How are we trying to mislead  
21 anybody? It's on the pleading. This is public  
22 information.  
23 MR. WEINSTOCK: I asked her the question --  
24 MS. PEREYRA: And she answered it.  
25 MR. WEINSTOCK: -- I asked her the question --

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1 MS. PEREYRA: And she answered it.  
2 MR. WEINSTOCK: -- what three attorneys were  
3 representing her in the last lawsuit, and you said  
4 it was misstating --  
5 MS. BARRAZA: No, Mr. Weinstock, the reason I  
6 said you were misstating -- you can look at the  
7 transcript whenever it comes out -- you did not say  
8 three attorneys, you said three law firms; and she  
9 never testified that she hired three different law  
10 firms. That was your problem you had with your  
11 question. If you had asked me, I would have  
12 explained. You didn't, so that's fine.  
13 MR. WEINSTOCK: Is your objection based upon  
14 the fact she hired two law firms, one sole  
15 practice --  
16 MS. BARRAZA: No. My objection is your  
17 question misstated her testimony. She never  
18 testified that she hired three law firms, and that's  
19 what you kept on asking.  
20 MR. WEINSTOCK: Okay. Then let's clarify  
21 that.  
22 BY MR. WEINSTOCK:  
23 Q. Did you retain the law firm of  
24 Ms. Barraza to represent you in the lawsuit filed by  
25 Charles Brown against you that is now over?

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1 **A. Yes.**  
2 Q. Did you hire the law firm that  
3 Ms. Adriana is a member of to represent you in the  
4 lawsuit filed against you by Charles Brown that is  
5 now over?  
6 **A. Yes.**  
7 Q. Did you hire Joey Cuteras to represent  
8 you in the lawsuit that was filed by Charles Brown  
9 against you and your husband that is now over?  
10 **A. Say that again.**  
11 Q. Did you hire Joey Cuteras to represent  
12 you in the lawsuit that was filed against you and  
13 your husband by Charles Brown that is now over?  
14 **A. Yes.**  
15 Q. My questions for you that I previously  
16 asked: Why did you and/or your husband determine  
17 that you needed three different attorneys to  
18 represent you in that lawsuit?  
19 **A. Well, that's something if we want to**  
20 **could do. That -- that's not up to you.**  
21 Q. Okay. You and your husband agreed that  
22 you were going to be paying three different  
23 attorneys to represent you in the lawsuit that  
24 Charles Brown filed against you and your husband?  
25 **A. Yes.**

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1 Q. And is there a reason why you decided  
2 that you were going to have three -- you were going  
3 to pay three different law firms to represent you?  
4 **A. Because --**  
5 MS. BARRAZA: Misstates testimony. She's  
6 never testified to three different law firms. You  
7 keep saying three law firms.  
8 MR. WEINSTOCK: You guys are playing such  
9 semantics. I assume Joey Cuteras, if he's actually  
10 a licensed attorney, either is a sole practitioner,  
11 a law firm, or he's in a firm, so that would be a  
12 firm one way or another.  
13 MS. PEREYRA: If you bothered to look at the  
14 pleading, you would see that Danielle and Joey are  
15 with the same law firm; so there isn't three law  
16 firms, there is two. There is my law firm and  
17 Gutierrez & Associates. So look at the pleading,  
18 and then you will have clarification.  
19 BY MR. WEINSTOCK:  
20 Q. Was it your and your husband's knowing  
21 decision to hire two different law firms to  
22 represent you in the lawsuit that Mr. Brown filed  
23 against you and your husband?  
24 **A. So why couldn't we do what we want to**  
25 **do?**

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1 Q. That wasn't my question. My question  
2 was --  
3 **A. If we want it, we want it. And that's**  
4 **what we do.**  
5 Q. Okay.  
6 **A. It's not what you're doing. It's what**  
7 **I'm doing. That's what we're doing.**  
8 Q. Why did you want to do that?  
9 **A. Because I don't have to tell you or**  
10 **anybody else that I wanted to do it. That's the**  
11 **reason. That's the reason.**  
12 Q. Did you ever speak to Danielle Barraza  
13 after the lawsuit by Mr. Brown against you and your  
14 husband was dismissed about that law firm filing a  
15 motion for attorneys' fees with the court?  
16 **A. I don't think I have to tell you**  
17 **anything with that attorney.**  
18 Q. That wasn't my question. Did you ever  
19 speak with them about it?  
20 MS. BARRAZA: Objection, asked and answered.  
21 We already lodged an objection about attorney/client  
22 privilege regarding that subject.  
23 MS. PEREYRA: You could have rephrased that  
24 question so it's not calling for attorney/client  
25 privilege. You refuse to. That's your choice, you

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1 know, so that's fine.  
2 BY MR. WEINSTOCK:  
3 Q. Did you or your husband ever advise any  
4 attorney to file any motions with the court seeking  
5 attorney fees on the first lawsuit?  
6 MS. BARRAZA: Objection, attorney/client  
7 privilege. I'm instructing the witness not to  
8 answer.  
9 MR. WEINSTOCK: Okay. So certify that,  
10 please.  
11 (Whereupon, the question will be certified.)  
12 BY MR. WEINSTOCK:  
13 Q. Now, are the attorneys' fees in the  
14 first lawsuit that was filed against you and your  
15 husband by Mr. Brown, is that the basis for your  
16 claim for damages in this lawsuit that you filed on  
17 November 6 of two thousand -- November 5th of 2019?  
18 MS. BARRAZA: Form. Form.  
19 You can answer.  
20 THE WITNESS: What?  
21 BY MR. WEINSTOCK:  
22 Q. Are the attorney fees that you believe  
23 you may at some point in time have to pay to any of  
24 the three -- or any of the two law firms that were  
25 representing you in the lawsuit that was filed by

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1 Mr. Brown against you and your husband, is that the  
2 basis for your damages in this lawsuit?  
3 MS. BARRAZA: Objection, form.  
4 You can answer.  
5 THE WITNESS: Haven't you asked that before?  
6 BY MR. WEINSTOCK:  
7 Q. I'm asking you right now: Is that the  
8 basis?  
9 **A. Didn't you ask before?**  
10 Q. Please answer the question.  
11 **A. I think that you asked that before, and**  
12 **I told you that I didn't know.**  
13 Q. Other than attorneys' fees and having  
14 to move from a house, what other damages are you  
15 claiming you suffered in your November 5th, 2019,  
16 lawsuit?  
17 **A. Stress and everything else. So I don't**  
18 **know how much to tell you.**  
19 Q. What was that word?  
20 **A. Stress. You know how stress is? And**  
21 **then --**  
22 Q. Let's talk about stress?  
23 **A. -- attorney fees and then the damage on**  
24 **the building. That was thousands.**  
25 Q. Okay. Let's talk about stress. Since

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1 2017, have you ever seen any medical practitioners  
2 regarding a stress claim?  
3 **A. Do you need to know what doctors I go**  
4 **to?**  
5 Q. I need you to answer the question as I  
6 asked.  
7 **A. I said do I need to say that? I mean,**  
8 **I don't think that I -- I think that I don't need to**  
9 **tell you about things like that.**  
10 Q. Ma'am, the first question I asked you  
11 is: Since 2017, have you seen any medical  
12 practitioners regarding a claim for your stress?  
13 Your answer should be yes or no.  
14 **A. No. I have not gone to the doctor, and**  
15 **I didn't tell him that I was there for stress.**  
16 Q. So you have not seen a doctor for  
17 stress since 2016, correct?  
18 **A. Correct.**  
19 Q. Has your husband seen a doctor for  
20 stress-related problems since 2016?  
21 **A. That -- you know, I know he didn't go**  
22 **for stress but, you know, I think you are aware of**  
23 **stress causes a lot of things. That's why you have**  
24 **to go to a doctor, to -- because of what you've gone**  
25 **through. So it's -- it's kind of hard to say that,**

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1 **you know, you're going to a doctor for this or that;**  
2 **and stress causes a lot of it. And I think you know**  
3 **that.**  
4 Q. Just so I'm clear, is it your testimony  
5 under oath that since 2016, neither you nor your  
6 husband have seen any medical practitioner regarding  
7 any claims for stress?  
8 **A. I haven't thought that I did, but there**  
9 **has been a lot of stress about this stuff.**  
10 Q. But you or your husband have not seen  
11 any medical practitioners relative to a stress claim  
12 for this stuff since 2016, correct?  
13 **A. We haven't done that.**  
14 Q. Okay. Now, you are still claiming a  
15 stress claim. Tell me everything that you are  
16 claiming that the 2017 lawsuit that was filed  
17 against you and your husband by Charles Brown, tell  
18 me what stress that has caused you.  
19 MS. BARRAZA: Objection, form.  
20 You can answer the question.  
21 THE WITNESS: Why would we get stressed?  
22 BY MR. WEINSTOCK:  
23 Q. Tell me what stress it's causing.  
24 **A. If I may -- I mean, I can't imagine,**  
25 **with what was going on, you would -- I can't believe**

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1 **that you couldn't know that there was a lot of**  
2 **stress that was going on that they were doing. I**  
3 **don't know what to -- how to help you if you can't**  
4 **figure that one out.**  
5 Q. What was the result of your stress?  
6 **A. The fear and what was -- what**  
7 **everything was -- happened to be done. It was fear,**  
8 **and it cost a lot of money.**  
9 Q. What money?  
10 **A. It costs money for all of this crap**  
11 **that went on. Oh, yeah, they burned down the**  
12 **building. Oh, that's nothing, of course.**  
13 Q. Well, you're stressed -- if somebody  
14 burned down your building, your stress didn't cause  
15 them to burn it down, correct?  
16 **A. Oh, I know who. I know who burned it**  
17 **down. And I know that that's why I wanted to get**  
18 **away from that house and get it to where they don't**  
19 **even know where you are, because if they are going**  
20 **to do stuff like that, then I want to get away. You**  
21 **can't sleep because -- you can't sleep because you**  
22 **don't want to be in your house. And you know what**  
23 **kind of people these are and that you want to get**  
24 **away from, and that -- and that they don't -- you**  
25 **don't want them to know where you are.**

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1 **Now, a person that you would go**  
2 **out and -- and do this fire and everything, well,**  
3 **they are bad people.**  
4 Q. Mrs. Atkinson --  
5 **A. If you can't figure out what stress is**  
6 **with all of this, then I don't know what to tell**  
7 **you.**  
8 Q. Mrs. Atkinson, let me ask you under  
9 oath. And I will advise you that you could be  
10 subject to litigation if it is proven that you are  
11 lying.  
12 Mrs. Atkinson, when you testified  
13 one minute ago that you know who burned your house,  
14 is that true, you know it?  
15 **A. I can't prove it, but I know damn well**  
16 **who it was.**  
17 Q. Who is it that you are now testifying  
18 under oath that you know damn well --  
19 **A. Well --**  
20 Q. -- burned your house?  
21 **A. -- I do.**  
22 Q. Who is it?  
23 **A. I'm not going to tell you.**  
24 MS. BARRAZA: She's already testified. This  
25 is asked and answered.

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1 BY MR. WEINSTOCK:  
2 Q. It's your testimony you're not going to  
3 tell us who you know --  
4 **A. Who did you think if it wasn't Charlie**  
5 **Brown and the -- and their whole little -- all of**  
6 **them?**  
7 Q. Is it your testimony now under oath  
8 that you know Charles Brown burned your house?  
9 **A. I told you that I, myself, know; but I**  
10 **can't prove it. And so that's just the -- that's**  
11 **just the way it is.**  
12 Q. Do you have any knowledge that Dan  
13 Winder burned your house?  
14 **A. Well, I doubt that he was there in**  
15 **person; but he was in the middle of it.**  
16 Q. Do you have any knowledge that Dan  
17 Winder knew your house was going to be burned?  
18 **A. I would imagine. I can't tell you**  
19 **that -- that somebody told me, but I can tell you I**  
20 **think he was there because he done sent out a check**  
21 **for money, for all of this that was going on; and he**  
22 **was putting his money out. And then it was him**  
23 **that -- that he sent us to --**  
24 Q. Mrs. Atkinson --  
25 **A. -- that's when we went to court.**

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1 Q. -- I'm not asking you what --  
2 **A. He was sad because he -- because**  
3 **Charles told me that, he's mad. And it's him that**  
4 **sent it to us to go to court. It was him. It was**  
5 **Winder.**  
6 Q. Mrs. Atkinson --  
7 **A. It's showing all this stuff he's doing.**  
8 **He even -- there was -- there was escrow -- there**  
9 **was no escrow was ever put up, but he did a -- he**  
10 **did a check, and it was him that wrote it out. It**  
11 **was fraud.**  
12 Q. Mrs. Atkinson, please -- Mrs. Atkinson,  
13 please.  
14 **A. Go ahead.**  
15 Q. I'm asking you -- Mrs. Atkinson, I am  
16 not asking what you hope, what you believe, what you  
17 would like to believe, what you're guessing at. I'm  
18 asking you what you personally know that  
19 Mr. Winder did anything to you or your husband  
20 intending to injure you or your husband?  
21 **A. Don't tell because Charles said that --**  
22 **that he was -- he was your -- his -- shoot. He**  
23 **went -- he was right in with Charlie Brown. He was**  
24 **right in there. And he was -- he was doing all**  
25 **this. And he's the one that took it to court**

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1 **because he was mad about the money. And he wanted**  
2 **the money, but there was nothing that -- no money**  
3 **that they put in the escrow, nothing. And then he**  
4 **does he -- does a fraud. He does a fraud, Winder.**  
5 **He did the fraud. He made out the check.**  
6 Q. Mrs. Atkinson --  
7 **A. And it wasn't -- it was making -- it**  
8 **was -- it's fraud. And it was -- he was making it**  
9 **to try and look like it was the money to put in that**  
10 **they should have put in, but he didn't. He thought**  
11 **he could get away with that.**  
12 Q. Mrs. Atkinson, now you're saying under  
13 oath Mr. Winder knew --  
14 **A. Yes.**  
15 Q. -- what he was doing. Are you sticking  
16 with that answer knowing --  
17 **A. You bet -- you bet. You would be blind**  
18 **if you couldn't see that.**  
19 Q. You're telling me under oath --  
20 **A. Have you been hiding in a closet and**  
21 **you don't know it?**  
22 Q. Are you telling me under oath --  
23 **A. I'm telling you that you've got to know**  
24 **and that that is the truth.**  
25 Q. So you're sticking by your statement

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1 that you know Mr. Winder knew --  
2 **A. Yes.**  
3 Q. -- what he was doing?  
4 **A. Yes, yes I do.**  
5 Q. Mrs. Atkinson, let me ask you -- and  
6 please don't be offended or take it wrong, but I  
7 have to ask you this -- have you ever seen any  
8 psychologist or psychiatrist about any mental  
9 problems that you may have?  
10 **A. Well, they say, hey, you're okay.**  
11 Q. Have you seen a doctor?  
12 **A. I said -- I said if I talked to them,**  
13 **they'd say, yeah, you're fine.**  
14 Q. Have you talked to any doctors? It's a  
15 yes or no question, please.  
16 **A. Well --**  
17 Q. Have you talked to any --  
18 **A. If the two of us got together in front**  
19 **of a person like that, I think they would tell you**  
20 **to go lay on the table, I'll take care of you; and**  
21 **then tell me to go ahead and go home, you're okay.**  
22 Q. Mrs. Atkinson, can you please answer  
23 just yes or no: Have you, to date, ever seen any  
24 doctors or any mental providers -- psychologist,  
25 psychiatrist, therapist, doctor -- regarding any

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1 mental problems you may have?  
2 **A. Well, we could go together and see what**  
3 **happened.**  
4 MS. PEREYRA: If you can, just answer the  
5 question.  
6 THE WITNESS: No, I haven't. I haven't. I  
7 haven't. I haven't.  
8 BY MR. WEINSTOCK:  
9 Q. Thank you very much. I appreciate you  
10 saying that.  
11 To your knowledge has your husband  
12 seen any medical mental providers -- psychologists,  
13 psychiatrists, counselors -- for any mental problem  
14 ever?  
15 **A. Him or me?**  
16 Q. For either of you.  
17 **A. Huh.**  
18 Q. For either of you, but I --  
19 **A. (Laughing.) Yeah, we're okay.**  
20 Q. So neither of -- neither of you have  
21 seen anyone, correct?  
22 **A. No.**  
23 Q. Thank you for saying that. Okay.  
24 MS. PEREYRA: We need to take a bathroom  
25 break.

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1 MR. WEINSTOCK: Okay. That's fine.  
2 Can you hear me now?  
3 MS. BARRAZA: Yeah.  
4 MR. WEINSTOCK: Let's take a ten-,  
5 fifteen-minute bathroom break.  
6 (Short recess.)  
7 BY MR. WEINSTOCK:  
8 Q. All right. Mrs. Atkinson, you're still  
9 under oath; and the same requirements to  
10 truthfulness and penalties of perjury still apply.  
11 Do you understand that?  
12 **A. Yes.**  
13 Q. Okay. Do you have in front of you the  
14 complaint that you and your husband filed on  
15 November 5, 2019? Do you have that document in  
16 front of you, ma'am?  
17 **A. Oh, yes. Yes.**  
18 Q. Have you seen that document prior to  
19 today?  
20 **A. Yes.**  
21 Q. Did you go over it with your attorney  
22 prior to its filing?  
23 **A. What?**  
24 Q. Did you go over that document with your  
25 attorney prior to the time it was filed?

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1 **A. Yeah.**  
2 Q. Did you read it?  
3 **A. Uh-huh, yes.**  
4 Q. Did your husband -- was he with you  
5 when you read it?  
6 **A. I don't know if he was with me. I**  
7 **don't know if he was with me.**  
8 Q. Do you know if your husband read it?  
9 **A. I don't know.**  
10 Q. Did your attorney ask if everything was  
11 true and correct in that document?  
12 MS. BARRAZA: Objection. Obviously  
13 attorney/client privileged information. So I'm  
14 going to instruct the witness not to answer anything  
15 where it's about did your attorney ask.  
16 So do not answer that question.  
17 MR. WEINSTOCK: Are you instructing her not to  
18 answer that question?  
19 MS. PEREYRA: Yes. Like I said, do not answer  
20 that question. That's instruction not to answer.  
21 BY MR. WEINSTOCK:  
22 Q. And, Mrs. Atkinson, is it your desire  
23 not to answer that question based upon your  
24 attorney's advice, knowing that you could have  
25 consequences as a result?

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1 **A. Yes. Yes.**  
 2 MR. WEINSTOCK: Ask you to certify that.  
 3 (Whereupon, the question will be certified.)  
 4 BY MR. WEINSTOCK:  
 5 Q. Were you asked to verify any of the  
 6 information on the complaint?  
 7 MS. BARRAZA: Objection. You're insisting on  
 8 phrasing your question in a way that calls for  
 9 attorney/client privilege. If you want to do that,  
 10 that's fine. I'm going to instruct my client not to  
 11 answer that question.  
 12 BY MR. WEINSTOCK:  
 13 Q. Again, I assume you're not going to  
 14 answer it?  
 15 **A. No.**  
 16 MR. WEINSTOCK: Certify that as well, please.  
 17 Please certify.  
 18 (Whereupon, the question will be certified.)  
 19 BY MR. WEINSTOCK:  
 20 Q. Now, Mrs. Atkinson, on the complaint, I  
 21 ask you to turn to page 3. Look at paragraph  
 22 No. 11.  
 23 **A. Yes.**  
 24 Q. Do you see that document, that page?  
 25 **A. Uh-huh.**

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1 Q. That's a yes?  
 2 **A. Yeah, I've got it.**  
 3 Q. And it says that "On or around  
 4 July 6th, 2017, Charles Brown approached the  
 5 Atkinsons at their residence with a prepared  
 6 purchase agreement and offered to buy the property  
 7 which was now listed for sale for \$100,000."  
 8 Is that all true?  
 9 **A. Yes.**  
 10 Q. Is it your testimony that on July 6th,  
 11 2017, that was not the first time that Charles Brown  
 12 approached you and your husband about the residence?  
 13 **A. You mean he had -- well, he had come**  
 14 **out over to the house several times.**  
 15 Q. Prior to July 6, correct?  
 16 **A. Yes.**  
 17 Q. Okay. Now, paragraph No. 12 says, "The  
 18 Atkinsons, who are elderly and were in their mid  
 19 70's in July of 2017 were hesitant to sell the  
 20 property; but Charles Brown kept showing up at their  
 21 residence and pressuring them to sign off on the  
 22 purchase agreement."  
 23 Do you see that?  
 24 **A. Uh-huh.**  
 25 Q. When you say uh-huh, you have to say

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1 yes or no, please.  
 2 **A. Yes.**  
 3 Q. Okay. Is that true?  
 4 **A. He did come around the house, and --**  
 5 **and he said every time that he wanted to buy it.**  
 6 Q. Okay. How was he pressuring you?  
 7 **A. He would say have you decided to sell**  
 8 **it and that he wanted to buy it and he wanted it as**  
 9 **a family thing. And so, basically that -- you know,**  
 10 **he just kept doing that and telling us what a nice**  
 11 **wife he had and a nice family he had. And he seemed**  
 12 **to be like, you know, a nice person.**  
 13 Q. Is it your testimony that he was  
 14 pressuring you and your husband?  
 15 **A. Well, yes, because he didn't quit**  
 16 **coming.**  
 17 Q. Okay. You and your husband did not  
 18 have to sign it, did you?  
 19 **A. Do you mean when we decided to let him**  
 20 **buy it?**  
 21 Q. Yeah.  
 22 **A. No. We was going to let him -- we was**  
 23 **going to let him do that, and we thought he was a**  
 24 **real nice person; and then we found out otherwise.**  
 25 **And they never put any money into escrow or anything**

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1 **after -- even after we did the paperwork.**  
 2 Q. Okay. I ask for you to look at  
 3 paragraph No. 17.  
 4 **A. Okay.**  
 5 Q. That says, "On or around July 31, 2017,  
 6 Charles Brown in conjunction with his wife, Stacy  
 7 Brown, fraudulently fabricated a preapproval  
 8 letter."  
 9 What is the factual basis that  
 10 you're stating that you know that Charles Brown, in  
 11 conjunction with his wife, Stacy Brown, fraudulently  
 12 fabricated a preapproved letter? How do you know --  
 13 let me rephrase that -- how do you know that Charles  
 14 Brown did anything in conjunction with his wife,  
 15 Stacy Brown?  
 16 MS. BARRAZA: Objection, form.  
 17 You can answer.  
 18 THE WITNESS: Either saying that why did I  
 19 think that that wasn't right.  
 20 BY MR. WEINSTOCK:  
 21 Q. No, I'm not asking you what you  
 22 thought. You're alleging it as a fact.  
 23 **A. Well, yeah, it's a fact to me; but --**  
 24 Q. What is the basis for you saying as a  
 25 fact that on or around July 31, 2017, Charles Brown,

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1 in conjunction with his wife Stacy Brown,  
2 fraudulently fabricated a preapproved letter?  
3 **A. Yeah, because we -- he wanted her to**  
4 **put -- well, he not only wanted to put her -- her on**  
5 **the paper instead of him; and so, then he changed**  
6 **all of the things on the -- that we had approved.**  
7 **And that was a completely different thing. And so,**  
8 **they -- they could have just walked off with that --**  
9 **with that property. They could have just walked**  
10 **off.**  
11 **And so, when he told me that --**  
12 **that he wanted to -- that her -- he wanted her --**  
13 **his wife to be on there instead of him because she**  
14 **had better credit; and so, he could -- he could get**  
15 **more money.**  
16 **And he said, I need you to sign**  
17 **this because they are getting ready to give him the**  
18 **money. They have got it all -- they have got it all**  
19 **taken care of. And so, you need to sign it; and I**  
20 **need to get down there.**  
21 **And I said, but, I can't just take**  
22 **this and not know what it says.**  
23 **And he said, no, it's exactly --**  
24 **exactly the same.**  
25 Q. Mrs. Atkinson, did Charles Brown ever

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1 **just go off with it. And they had never put a dime**  
2 **on escrow. There was nothing ever put on it.**  
3 **And then he thought that I -- that**  
4 **I should sign it when -- when it's another thing and**  
5 **he's -- and they have done fraud on everything.**  
6 Q. Mrs. Atkinson --  
7 **A. I said, okay. It's over. It's over.**  
8 MS. PEREYRA: Wait for him to ask you a  
9 question.  
10 THE WITNESS: Okay.  
11 BY MR. WEINSTOCK:  
12 Q. Mrs. Atkinson, please let me ask you a  
13 question; and then you can answer it.  
14 Now I would ask you to look at  
15 paragraph No. 18. Do you see that?  
16 **A. Okay.**  
17 Q. That says, "Upon information and  
18 belief, on or around August 7th, 2017, Charles  
19 Brown, in conjunction with the Law Office of Dan M.  
20 Winder, P.C., and Dan Winder submitted a check to  
21 Keith Harper, Valuation Consultants, for an  
22 appraisal of the property during the time Charles  
23 Brown was attempting to purchase the property and --  
24 from the Atkinsons.  
25 Do you see that?

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1 personally tell you that he, in conjunction with his  
2 wife, Stacy Brown, fraudulently fabricated a  
3 preapproval letter? Did he ever state that to you?  
4 **A. Is it he -- he said what?**  
5 Q. Did Charles Brown ever state to you  
6 personally that he, along with his wife Stacy, had  
7 fraudulently fabricated a preapproved letter?  
8 **A. A preapproved letter? No way.**  
9 Q. Did Stacy Brown ever tell you that?  
10 **A. I never talked to Stacy Brown. I have**  
11 **never seen Stacy Brown.**  
12 Q. Did Dan Winder ever tell you that?  
13 **A. No. I didn't talk to Dan -- Dan didn't**  
14 **talk to me.**  
15 Q. Okay.  
16 **A. But the thing is, he wanted me to sign**  
17 **that right then and there; and I was not going to**  
18 **sign that unless I took it back to Justin and had**  
19 **him reread that.**  
20 Q. Okay.  
21 **A. Because, I mean, it would be -- how**  
22 **stupid would you be if somebody come and they said,**  
23 **hey, hey, hurry and sign this because I can get -- I**  
24 **can get them the money. And he couldn't get the**  
25 **money. He was going to take it. He was going to**

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1 **A. Yes.**  
2 Q. You're indicating that on information  
3 and belief, you believe that the Law Office of  
4 Dan M. Winder and Dan Winder submitted a check to  
5 Keith Harper, correct?  
6 **A. Yes. Definitely. We have it.**  
7 Q. Okay. Do you know the reason why the  
8 Law Office of Dan M. Winder and/or Dan Winder, why  
9 they submitted a check to Keith Harper, Valuation  
10 Consultants?  
11 **A. It's -- it's approval, and it's a**  
12 **fraud. I mean -- yeah, gone out and did it.**  
13 Q. Can you listen and pay attention to me,  
14 please?  
15 **A. Uh-huh.**  
16 Q. Do you know of any conversation on or  
17 around July 31, 2017 -- excuse me -- on or around  
18 August 7, 2017, between Charles Brown and the Law  
19 Office of Dan M. Winder, P.C. and/or Dan Winder  
20 discussion between the two of them, reasons for  
21 submitting a check to Keith Harper, Valuation  
22 Consultants?  
23 **A. No, I don't know.**  
24 Q. Okay. I ask you now look at paragraph  
25 No. 19 that says, "Upon information and belief, the

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1 appraisal that Charles Brown, the Law Office of  
2 Dan M. Winder, P.C., and Dan Winder obtained  
3 regarding the property was based on an inflated  
4 250,000-dollar purchase price."  
5           Okay. No. 1, do you know what the  
6 purchase price was on the property in August of  
7 2017?  
8       **A. You mean what it was -- what are you**  
9 **saying, that it's --**  
10       Q. What was the value of the property back  
11 in August of 2017?  
12       **A. Okay. So this 250,000, they are saying**  
13 **that what -- that the -- that was what it's worth?**  
14       Q. I'm asking you. What do you believe?  
15       **A. No, I'm asking you. Is this what -- is**  
16 **this what is -- is this what it's meaning, is what**  
17 **they are saying, and that --**  
18       THE WITNESS: Huh?  
19       MS. PEREYRA: Just answer his question.  
20           Can you repeat the question?  
21       THE WITNESS: I don't know what --  
22       MS. PEREYRA: Then ask him to repeat the  
23 question.  
24           Can you repeat the question?  
25       MR. WEINSTOCK: Could you please allow your  
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1 witness to ask instead of you.  
2       MS. BARRAZA: She just asked on her own. She  
3 does not understand what you're saying. It's up to  
4 you to continue to -- if you refuse to rephrase your  
5 questions, that's fine; but she's already testified  
6 that she doesn't even understand what you're asking.  
7 So feel free to keep asking the same thing over and  
8 over.  
9       MR. WEINSTOCK: I will until I get an answer.  
10 BY MR. WEINSTOCK:  
11       Q. But, Mrs. Atkinson, my question for you  
12 is: On August 7, 2017 -- let's just say during the  
13 month of August 2017 -- what was your house worth at  
14 that time?  
15       MS. BARRAZA: Objection, form.  
16           You can answer the question to the  
17 extent you understand what he just asked you.  
18 BY MR. WEINSTOCK:  
19       Q. Do you understand my question, ma'am?  
20       **A. Yes, that they are saying that it**  
21 **was --**  
22       Q. No. I'm asking you how much you  
23 believe your house was worth in August of 2017.  
24       MS. BARRAZA: Objection, form.  
25       THE WITNESS: Well, I hadn't had it -- I  
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1 hadn't -- myself, I hadn't gotten an appraisal --  
2       Q. Okay.  
3       **A. -- so I can't tell you.**  
4       Q. So what did you -- what did you use to  
5 base your statement in the complaint on, paragraph  
6 No. 19, that the 250,000-dollar purchase price was  
7 an inflated value on your house?  
8       MS. PEREYRA: Objection, form.  
9 BY MR. WEINSTOCK:  
10       Q. Please answer. Please don't discuss  
11 with anybody, just answer.  
12       **A. I'm not talking to anybody.**  
13       Q. Okay. Please answer.  
14       **A. We just get -- I just got this from**  
15 **this company, so...**  
16       Q. My question to you is: What  
17 information and belief did you have to indicate on  
18 November 5th, 2019, that the 250,000-dollar price  
19 for your house was an inflated amount? You didn't  
20 know that -- the appraisal amount in 2017, did you?  
21       MS. BARRAZA: Objection, form. And asked and  
22 answered.  
23       MR. WEINSTOCK: I didn't even get an answer,  
24 but --  
25       MS. BARRAZA: You just asked two different  
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1 questions right now.  
2 BY MR. WEINSTOCK:  
3       Q. Can you answer the question, ma'am?  
4       **A. So what, you're thinking that I -- that**  
5 **I -- it's worth that or less than that or what -- I**  
6 **don't know what you want.**  
7       Q. I want an answer from you under your  
8 best belief.  
9       **A. What I believe?**  
10       Q. What was your basis for determining  
11 what the value of your house was?  
12       MS. BARRAZA: Objection, form.  
13           You can answer.  
14       THE WITNESS: I don't know what you want. So  
15 do you -- you're telling me that -- I don't know  
16 what you're saying.  
17 BY MR. WEINSTOCK:  
18       Q. Ma'am, I'm not telling you anything. I  
19 do not want anything other than a truthful, best  
20 answer from you.  
21       **A. I can't tell you anything truthful if I**  
22 **can't understand what you want -- what you want to**  
23 **know.**  
24       Q. I want to know your truth.  
25       **A. My truth? I didn't -- I hadn't had it**  
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1 **done.**  
2 Q. All right. Let go on. Let's look on  
3 paragraph No. 20, which is on page 4. You see that?  
4 That says that "Upon information and belief, Charles  
5 Brown, the Law Office of Dan M. Winder, P.C., and  
6 Dan Winder obtained the appraisal on the property by  
7 providing a fraudulent letter of intent."  
8 Tell me what facts you have to  
9 state that the Law Office of Dan M. Winder, P.C.,  
10 and/or Dan Winder obtained an appraisal by providing  
11 a fraudulent letter of intent.  
12 MS. BARRAZA: Objection, form.  
13 BY MR. WEINSTOCK:  
14 Q. Go ahead and answer, please.  
15 **A. So you're asking me if there is -- that**  
16 **they were being fraudulent?**  
17 Q. No. I'm asking you what information or  
18 belief that you have that Dan M. Winder, P.C.,  
19 and/or Dan Winder obtained an appraisal on your  
20 property by providing a fraudulent letter of intent.  
21 MS. BARRAZA: Objection, form.  
22 BY MR. WEINSTOCK:  
23 Q. Can you answer that?  
24 **A. I don't even think they appraised it.**  
25 Q. My question is: What information or

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1 belief do you have that Dan M. Winder and/or Dan  
2 Winder obtained an appraisal on the property by  
3 providing a fraudulent letter of intent?  
4 MS. BARRAZA: Objection, form.  
5 BY MR. WEINSTOCK:  
6 Q. Do you have any information or belief  
7 to support that statement that you made?  
8 **A. Yes.**  
9 Q. What?  
10 **A. It's this one.**  
11 Q. Is somebody handing you something?  
12 **A. I'm picking it up.**  
13 Q. What are you picking up?  
14 **A. This one.**  
15 Q. What is this? Please read it to me.  
16 **A. I don't want to read it out loud.**  
17 MS. PEREYRA: Well, you have to just say it's  
18 a letter. Just tell him what it is.  
19 THE WITNESS: It's Valuation Consultants.  
20 BY MR. WEINSTOCK:  
21 Q. What's in that? What is in that?  
22 **A. The letter.**  
23 MS. PEREYRA: She's telling you what it is.  
24 THE WITNESS: The letter of classification for  
25 the primarily letter for 2315 N. Decatur Blvd.,

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1 Las Vegas, Clark County, Nevada 89108. This  
2 property is also identified as Clark County, a  
3 district parcel, No. APN13824511034.  
4 BY MR. WEINSTOCK:  
5 Q. And what in that tells you that Dan M.  
6 Winder or the law firm of Dan M. Winder, P.C., did  
7 any of the actions that you allege in your  
8 complaint?  
9 MS. PEREYRA: Objection, form.  
10 You can answer. If you know what  
11 he asked, you can answer it.  
12 THE WITNESS: I don't know what he asked.  
13 BY MR. WEINSTOCK:  
14 Q. Let's go on to paragraph 21.  
15 **A. Okay.**  
16 Q. Paragraph 21 says: The Atkinsons first  
17 learned of Charles Brown -- of Charles Brown, Law  
18 Offices of Dan M. Winder, P.C., and Dan Winder  
19 paying for an appraisal on the property on or around  
20 November 29th, 2018.  
21 Is that true?  
22 MS. BARRAZA: Objection, form. Misstates the  
23 document.  
24 BY MR. WEINSTOCK:  
25 Q. Is that true?

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1 **A. Yes.**  
2 Q. Okay. Tell me how you know that the  
3 Law Office of Dan M. Winder and/or Dan Winder paid  
4 for an appraisal of the property.  
5 MS. BARRAZA: Objection, form. And misstates  
6 her complaint. Again.  
7 BY MR. WEINSTOCK:  
8 Q. Please go ahead and answer.  
9 MS. PEREYRA: Go ahead and tell him what it  
10 is.  
11 THE WITNESS: Okay. This is a check, and it  
12 is -- it is from the Law Office of Dan M. Winder;  
13 and he paid for that guy that they wanted to -- and  
14 he -- so he's doing everything.  
15 BY MR. WEINSTOCK:  
16 Q. Do you know whether Charles Brown had  
17 paid that money to Dan M. Winder before that check  
18 was written?  
19 **A. This is what it was paid with.**  
20 Q. I didn't ask you that. I asked you:  
21 Do you know whether Charles Brown paid Dan Winder or  
22 the Law Office of Dan M. Winder that money to be  
23 paid before the check was written?  
24 **A. You're thinking that Charles is paying?**  
25 Q. I'm asking if you know, if you have any

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**Sheila Atkinson - 3/23/2021**  
**Lavelle P. Atkinson, Sheila Atkinson vs. Charles Brown, et al.**

1 knowledge whether Charles Brown did or did not pay  
2 Dan Winder or the law firm a thousand dollars before  
3 that check was written.  
4 **A. Charles didn't do it.**  
5 Q. How do you know?  
6 **A. Because, look --**  
7 Q. That wasn't my question. We know the  
8 check was written. Do you know whether Charles  
9 Brown paid the law firm or Mr. Winder a thousand  
10 dollars before the check was written?  
11 **A. I don't think that -- you're not saying**  
12 **what you're saying. Say that again, what you think.**  
13 Q. We understand there was a check written  
14 for \$1,000. I'm asking you: Do you have any  
15 personal knowledge or information to show whether or  
16 not Charles Brown paid Dan Winder \$1,000 towards  
17 that check prior to the check being written?  
18 **A. Yeah, that's the one that paid.**  
19 Q. That wasn't my question. Who paid --  
20 we know the check was written.  
21 **A. What are you trying to guess, was --**  
22 **something else happened?**  
23 Q. I'm asking you if you know whether it  
24 happened or not. Do you know whether Charles Brown  
25 paid back Dan Winder a thousand dollars and then Dan

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1 Winder wrote the check?  
2 MS. PEREYRA: Objection, form.  
3 THE WITNESS: No.  
4 BY MR. WEINSTOCK:  
5 Q. No, you don't know, then, correct?  
6 **A. Just like you always say, but you turn**  
7 **it around when it's on your -- when it's on your**  
8 **end.**  
9 Q. Do you know whether there was any  
10 agreement between Charles Brown and the Law Office  
11 of Dan M. Winder or Dan Winder for the repayment of  
12 the thousand dollars after the thousand dollars was  
13 paid?  
14 MS. BARRAZA: Objection, form.  
15 You can answer.  
16 THE WITNESS: Why would that happen if this  
17 guy is doing -- this is the guy that is paying it.  
18 BY MR. WEINSTOCK:  
19 Q. You're saying that, but that's because  
20 the check was written. Do you know what was  
21 discussed between Charles Brown and Dan Winder  
22 before that check was written?  
23 MS. BARRAZA: Objection, form.  
24 You can answer.  
25 THE WITNESS: And so, how do you know?

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1 BY MR. WEINSTOCK:  
2 Q. I'm asking if you know.  
3 **A. Well, how can you trust what you know**  
4 **and then you're putting me up there trying to say**  
5 **that's what you believe.**  
6 Q. I'm asking you if you know or not. If  
7 you don't know, you --  
8 **A. What would I be doing, standing there**  
9 **watching?**  
10 Q. Ma'am, do you know or don't know? If  
11 you don't know, say you don't know.  
12 **A. I don't know.**  
13 Q. Okay. Thank you.  
14 **A. I mean, why would you ask things like**  
15 **that? That is a waste of time.**  
16 Q. Look at paragraph 22. It says, "Upon  
17 information and belief, on or around August 28,  
18 2017, Charles Brown, in conjunction with his wife,  
19 Stacy Brown, and the Law Office of Dan M. Winder and  
20 Dan Winder fraudulently obtained expired and  
21 unsigned and, therefore, ineffective proof of  
22 financing document."  
23 Do you see where it says that?  
24 **A. Uh-huh.**  
25 Q. Tell me what information or belief you

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1 had that Charles Brown did whatever he may have done  
2 in conjunction with his wife Stacy Brown.  
3 MS. BARRAZA: Objection, form.  
4 You can answer.  
5 THE WITNESS: This is the thing he was trying  
6 to take his wife in and put that on those papers and  
7 then brought it to me that day -- is that what  
8 you're talking about -- and I wouldn't sign it?  
9 Huh?  
10 BY MR. WEINSTOCK:  
11 Q. Did Charles --  
12 **A. I had never, ever even seen her, and --**  
13 **and that -- that new thing that he did was just --**  
14 **it was taking away what he wanted. He was trying to**  
15 **take that --**  
16 Q. Ms. Atkinson, if you could please just  
17 answer my questions.  
18 **A. I'm answering them.**  
19 Q. No, you're not. You're telling me a  
20 bunch of different things. Let me try to get right  
21 to the point.  
22 You said you never talked to Stacy  
23 Brown?  
24 **A. No, I never even seen her.**  
25 Q. So she never told you that she was

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1 doing anything in conjunction with Charles Brown,  
 2 correct?  
 3 **A. It was Charles Brown that said -- it**  
 4 **was Charles Brown that brought that paper up that he**  
 5 **had totally changed and said he was putting his**  
 6 **wife's on there because she could get more money.**  
 7 **On the -- on the -- money. He didn't even want any**  
 8 **money. He was just going to take it.**  
 9 Q. When did Charles Brown make that  
 10 statement to you?  
 11 **A. When I wouldn't -- when I wouldn't --**  
 12 **you mean when I wouldn't sign on it?**  
 13 Q. When did he make that statement you  
 14 just told me he made. When was it?  
 15 **A. Tell me the statement.**  
 16 Q. The statement you just testified to  
 17 under oath, ma'am. Do you remember your statement  
 18 you just said?  
 19 **A. What?**  
 20 Q. What information or belief do you have  
 21 that on or around August 28, 2017, Charles Brown was  
 22 operating in conjunction with the Law Office of  
 23 Dan M. Winder and Dan Winder to fraudulently obtain  
 24 expired and -- I'm sorry -- and therefore  
 25 ineffective proof of financing?

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1 MS. BARRAZA: Objection, form.  
 2 You can answer.  
 3 THE WITNESS: Is it 22? Is it 22? The  
 4 paragraph.  
 5 BY MR. WEINSTOCK:  
 6 Q. Paragraph 22, yes.  
 7 **A. Okay.**  
 8 Q. Ma'am, you anticipate my question.  
 9 **A. Yeah, I'm telling you, I never -- I did**  
 10 **not. I would not sign that because he changed the**  
 11 **whole thing.**  
 12 Q. We understand that.  
 13 **A. It was fraudulent.**  
 14 Q. According to your testimony, we  
 15 understand Charles Brown chose the whole thing. My  
 16 question for you is: What information and belief do  
 17 you have to indicate that any of that was done in  
 18 conjunction with the Law Office of Dan M. Winder,  
 19 Dan M. Winder, or Stacy Brown?  
 20 MS. BARRAZA: Objection, form.  
 21 THE WITNESS: So you're thinking that, you  
 22 know, it wouldn't be done in Dan Winder's office.  
 23 BY MR. WEINSTOCK:  
 24 Q. Ma'am, we don't care what I'm thinking.  
 25 I care what you're thinking.

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1 **A. Well, what I think is -- if you want to**  
 2 **know what I think, I think he was right there in**  
 3 **everything that went on.**  
 4 Q. Okay. Do you have --  
 5 **A. He was in the fraudulent, right in the**  
 6 **middle of everything.**  
 7 Q. Do you have any factual basis why you  
 8 are saying that?  
 9 **A. Why? Why? Look at that again. Look**  
 10 **at that again. What -- who's name is on it? You**  
 11 **can't see that. So what? Are you trying to make**  
 12 **it, you know, somebody else has done it, he didn't**  
 13 **do it, or he's going to pay him back or -- no, he**  
 14 **was right in the middle of this all the time.**  
 15 Q. You're basing that on the check only.  
 16 Is that the only thing?  
 17 **A. Only? Only?**  
 18 Q. Yes.  
 19 **A. I wouldn't say only.**  
 20 Q. What would you say? What else?  
 21 **A. I would say when he does that -- when**  
 22 **he does that check that he is in the middle of**  
 23 **the -- all of filing a lawsuit against me.**  
 24 Q. Did Mr. -- is it your testimony that  
 25 Mr. Winder and his law firm filed the lawsuit

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1 against you for their own benefit?  
 2 **A. Yes, definitely, because he's in**  
 3 **this -- he was in this with Charlie. He was in**  
 4 **there and he was after what he wanted and Charlie**  
 5 **said that they didn't do all this -- I say all this**  
 6 **kind of stuff in Las Vegas if they did it all over.**  
 7 Q. When did Charlie say that, ma'am?  
 8 **A. Charlie told me that.**  
 9 Q. When?  
 10 **A. Charlie told me that when he was --**  
 11 **when -- what's his name -- Dan Winder, that was when**  
 12 **he got mad because now things wasn't going on have**  
 13 **it they was going to go on. And then we wasn't**  
 14 **coming around and being afraid that we -- that we**  
 15 **won't fight it.**  
 16 Q. Ma'am, when was the --  
 17 **A. And that's what he's doing, and**  
 18 **that's -- that -- what he -- he gives you that money**  
 19 **and then you try wipe it underneath this rug.**  
 20 Q. Ma'am, do you know --  
 21 **A. You can't say that he's not doing it.**  
 22 Q. Ma'am, let me ask my question, please.  
 23 **A. Okay. Fine.**  
 24 Q. When did Mr. Brown make that statement  
 25 to you? Do you know?

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1 **A. I think I've told you 25 times today.**  
2 Q. That you don't --  
3 **A. He told me that they were partners. He**  
4 **told me that when he wrote up that first thing to**  
5 **buy that. That was the first time he said it. And**  
6 **he told me that. And so -- and he said that a lot**  
7 **of other times.**  
8 **And then when he sent me the weeks**  
9 **he was going to take me to court, then he told me he**  
10 **was really mad -- he was really mad, and he wanted**  
11 **his money. Well, that was a joke. There was no**  
12 **money. There was no money putting in.**  
13 Q. Ma'am, I understand and I appreciate  
14 you keep saying that.  
15 **A. Now, you keep saying to me take -- to**  
16 **tell the truth. Why can't you tell the truth.**  
17 Q. Can you please just answer my question.  
18 If you don't know or you don't recall, just say you  
19 don't know or you don't recall.  
20 My simple question was: You said  
21 that Charlie made a statement to you, and I'm asking  
22 you about that one particular statement. When did  
23 he make that statement?  
24 **A. A lot of times.**  
25 Q. Made the same statement?

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1 **A. How many times do you think that I can**  
2 **tell you that, the times? No. It was a lot of**  
3 **times that he said that, not just one time. I can't**  
4 **tell you just one time that he told me that.**  
5 Q. He made the same statement to you a lot  
6 of times?  
7 **A. Yes, a lot of times, not just one time.**  
8 Q. On any of those statements was anybody  
9 else present besides yourself and Charlie?  
10 **A. I don't -- no, there wasn't.**  
11 Q. So it was just you and Charlie talking?  
12 **A. Yes.**  
13 Q. Your husband wasn't present?  
14 **A. No.**  
15 Q. Your husband didn't hear any of these  
16 conversations --  
17 **A. He -- usually it was me that he was**  
18 **talking to.**  
19 Q. Okay. So you're friend wasn't present  
20 for any of these conversations?  
21 **A. One of my friends.**  
22 Q. Were any of them present for any of  
23 these conversations? Were any of your friends.  
24 **A. That Charlie told me?**  
25 Q. Yes.

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1 **A. He told me -- he told me a lot of**  
2 **times.**  
3 Q. So no other person was present,  
4 correct?  
5 **A. No.**  
6 Q. Mr. Winder was not present when these  
7 statements were made?  
8 **A. How would -- I guess he would be**  
9 **standing there listening to us, huh?**  
10 Q. Was he?  
11 **A. No.**  
12 Q. No, he was not?  
13 **A. No, he wasn't.**  
14 Q. Stacy Brown was not present when the  
15 statements were made to you, correct?  
16 **A. I told you umpteen times, I've never**  
17 **looked -- I've never seen the lady. I've never**  
18 **talked to the lady.**  
19 Q. The same is true for Mr. Winder, you've  
20 never talked to him?  
21 **A. No, I have not talked to him.**  
22 Q. And you may have seen him on one  
23 occasion, but you didn't talk to him on that  
24 occasion?  
25 **A. No. I -- why would I talk to him?**

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1 **What would I want to talk to him?**  
2 Q. Okay. Let's go to paragraph No. 27.  
3 MS. PEREYRA: We need to take a break.  
4 MR. WEINSTOCK: Another ten minutes?  
5 MS. PEREYRA: Thank you.  
6 (Short recess.)  
7 BY MR. WEINSTOCK:  
8 Q. Mrs. Atkinson, you understand you're  
9 still under oath?  
10 **A. Yes.**  
11 Q. You understand the same laws of perjury  
12 still apply?  
13 **A. Yes.**  
14 Q. Okay. If you can look at page 5 of  
15 your complaint, paragraph No. 27. Do you see that?  
16 **A. Yes.**  
17 Q. It says, "On or around July 21, 2018,  
18 Charles Brown trespassed onto the property."  
19 Do you see that?  
20 **A. Yes.**  
21 Q. Is that the incident that we talked  
22 about before?  
23 **A. Yeah, we had talked to it before.**  
24 Q. Is it still true that you were not  
25 there to see that? You were not there to see

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1 Mr. Brown trespass onto your property?  
2 **A. Yes, I was not there.**  
3 Q. So you never saw Mr. Brown trespass on  
4 your property, correct?  
5 MS. BARRAZA: Objection, form.  
6 You can answer again.  
7 THE WITNESS: The only way I knew it is  
8 that -- I mean, I -- my friend and the -- there was  
9 plenty of pictures.  
10 BY MR. WEINSTOCK:  
11 Q. Okay. And it goes on to state that  
12 Mr. Charles Brown converted various personal items  
13 from the property.  
14 Do you see that?  
15 **A. Yes.**  
16 Q. And I asked you before what, if  
17 anything, was taken; and you didn't give me an  
18 answer, correct?  
19 MS. BARRAZA: Objection, form.  
20 BY MR. WEINSTOCK:  
21 Q. It does say in this complaint,  
22 including but not limited to outdoor chairs. Do you  
23 see that?  
24 **A. I don't remember what the things are.**  
25 Q. What?

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1 **A. I can't remember what all the things**  
2 **were.**  
3 Q. Well, did you tell your attorney about  
4 Mr. Brown converting outdoor chairs?  
5 MS. BARRAZA: Objection. The way you phrased  
6 that question calls for attorney/client privileged  
7 information, so I'm going to instruct the witness  
8 not to answer. Of course, you're free to rephrase  
9 it if you want.  
10 BY MR. WEINSTOCK:  
11 Q. The attorneys weren't there, as far as  
12 you know, correct?  
13 **A. Why would the attorneys be there?**  
14 Q. So they wouldn't know unless you told  
15 them that, what was taken, correct?  
16 MS. BARRAZA: Objection. Again, the way this  
17 question is phrased, it calls for attorney/client  
18 privilege.  
19 MR. WEINSTOCK: That is so wrong, Danielle.  
20 MS. BARRAZA: You're asking -- there are so  
21 many ways you can ask this question. I don't want  
22 to help you do your own job. All I'm saying is the  
23 way you've asked this question, it calls for  
24 attorney/client information. I'll instruct her not  
25 to answer it. You can rephrase it. I know you're

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1 not going to.  
2 BY MR. WEINSTOCK:  
3 Q. How many outdoor chairs did you have on  
4 your premises July 21st, 2018?  
5 **A. I don't remember.**  
6 Q. What kind of outdoor chairs did you  
7 have?  
8 **A. I don't remember.**  
9 Q. How much did you pay for those chairs?  
10 **A. I don't remember what was there.**  
11 Q. Did you also claim there was a workout  
12 bench?  
13 **A. I don't remember.**  
14 Q. What kind of workout bench?  
15 **A. I don't remember.**  
16 Q. Do you know how much you paid for that  
17 workout wench?  
18 **A. I don't remember.**  
19 Q. Where did you purchase the workout  
20 bench?  
21 **A. Again, I don't remember.**  
22 Q. You also claim planter pots. How many  
23 planter pots are you claiming were missing?  
24 **A. What was missing?**  
25 Q. Yeah.

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1 **A. I don't remember what was gone.**  
2 Q. How much were the planter pots worth?  
3 **A. I would not know.**  
4 Q. When did you purchase them?  
5 **A. I don't remember.**  
6 Q. What kind of trash can was missing?  
7 **A. I don't remember.**  
8 Q. When did you purchase the trash can?  
9 **A. I do not remember.**  
10 Q. Do you have any receipts for the  
11 outdoor chairs, planter pots, or trash can?  
12 **A. I don't remember.**  
13 Q. Let's talk about paragraph No. 28. It  
14 says, "Upon information and belief, Charles Brown  
15 and the Law Office of Dan Winder, P.C., and Dan  
16 Winder wrongfully initiated litigation against the  
17 Atkinsons:  
18 What do you -- what information do  
19 you have to know that the Law Office of Dan Winder,  
20 P.C., and/or Dan Winder initiated litigation against  
21 the Atkinsons?  
22 MS. BARRAZA: Objection, form.  
23 You can answer.  
24 THE WITNESS: I don't remember that.  
25 ////

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1 BY MR. WEINSTOCK:  
2 Q. Is that still your belief that the Law  
3 Office of Dan M. Winder, P.C., and Dan Winder  
4 wrongfully initiated litigation against you?  
5 **A. Yeah.**  
6 Q. What do you base that on?  
7 MS. BARRAZA: Objection, form.  
8 THE WITNESS: I don't remember.  
9 BY MR. WEINSTOCK:  
10 Q. You don't remember on what you base  
11 that belief?  
12 **A. Yeah, I can't remember.**  
13 Q. Let's look at paragraph No. 29:  
14 Charles Brown, the Law Offices of Dan M. Winder,  
15 P.C., and Dan Winder unsuccessfully attempted to  
16 pass off the conditional loan quote and good faith  
17 estimate that Mr. Brown received from Financial  
18 Solutions and Estate as legitimate proof of  
19 financing during the litigation.  
20 What do mean by that paragraph?  
21 MS. BARRAZA: Objection, form.  
22 You can answer.  
23 THE WITNESS: I don't remember.  
24 BY MR. WEINSTOCK:  
25 Q. You don't know?

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1 against you or your husband, did he?  
2 MS. BARRAZA: Objection, form.  
3 You can answer.  
4 THE WITNESS: I don't remember what he said.  
5 BY MR. WEINSTOCK:  
6 Q. Mr. Winder's law firm never --  
7 **A. I don't know what he said.**  
8 Q. Mr. Winder's law firm never made any  
9 claims against you or your husband, correct?  
10 MS. BARRAZA: Objection, form.  
11 You can answer.  
12 THE WITNESS: I don't remember.  
13 BY MR. WEINSTOCK:  
14 Q. Is it true that your attorney never  
15 pursued any attorney fees from the court regarding  
16 the dismissal of that claim?  
17 MS. BARRAZA: Objection, form.  
18 You can answer.  
19 THE WITNESS: I don't remember.  
20 BY MR. WEINSTOCK:  
21 Q. Do you know why they didn't?  
22 MS. BARRAZA: Objection, form.  
23 MS. PEREYRA: It misrepresents what was said  
24 on the record.  
25 ////

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1 **A. No.**  
2 Q. Let's talk about paragraph 30: In  
3 February, 2019, findings of fact and conclusions of  
4 law were entered with respect to Charles Brown's  
5 meritless lawsuit against the Atkinsons.  
6 How do you base that meritless?  
7 MS. BARRAZA: Objection, form.  
8 You can answer.  
9 THE WITNESS: That was because they hadn't put  
10 any money where they had to.  
11 BY MR. WEINSTOCK:  
12 Q. Is it your belief that it was meritless  
13 because Mr. Brown never put any money towards the  
14 purchase of your house?  
15 **A. Yes. There was nothing put on,**  
16 **nothing, not one cent.**  
17 Q. Okay. And you go on to indicate that  
18 summary judgment was granted in favor of the  
19 Atkinsons and dismissed all of Mr. Brown's claims,  
20 correct?  
21 MS. BARRAZA: Objection, form.  
22 You can answer.  
23 THE WITNESS: No.  
24 BY MR. WEINSTOCK:  
25 Q. And Mr. Winder never made any claims

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1 BY MR. WEINSTOCK:  
2 Q. Do you know --  
3 **A. I don't remember.**  
4 Q. Now, paragraph 31 says: As a result of  
5 Charles Brown, Stacy Brown, the Law Office of Dan M.  
6 Winder, P.C., and Dan Winder's actions, the  
7 Atkinsons were forced to engage the services of an  
8 attorney.  
9 Do you see that?  
10 **A. I can see it.**  
11 Q. Which case are -- were you referring  
12 to, that because of the actions of Charles Brown,  
13 Stacy Brown, the Law Offices of Dan M. Winder, and  
14 Dan M. Winder you were forced to retain the services  
15 of an attorney?  
16 MS. BARRAZA: Objection, form.  
17 THE WITNESS: Both.  
18 BY MR. WEINSTOCK:  
19 Q. Both? Including this case which is not  
20 over?  
21 MS. BARRAZA: Objection, already asked and  
22 answered.  
23 But you can answer.  
24 BY MR. WEINSTOCK:  
25 Q. Can you answer that verbally?

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1 **A. I did.**  
2 Q. Your answer is that it is including  
3 this case which is still pending and not over?  
4 **A. I don't remember.**  
5 Q. What don't you remember?  
6 **A. I don't remember what I don't remember.**  
7 Q. Okay. Paragraph 31 goes on and says:  
8 Besides being forced to retain the services of an  
9 attorney -- in both cases, apparently, though you  
10 don't remember why. It goes on to say -- and have  
11 incurred significant damages and attorneys' fees.  
12 Correct?  
13 MS. PEREYRA: Objection, form.  
14 You can answer.  
15 THE WITNESS: Yes.  
16 BY MR. WEINSTOCK:  
17 Q. Tell me what significant damages you  
18 have suffered.  
19 MS. BARRAZA: Objection, form. We've been  
20 through this. She's testified about this  
21 extensively already.  
22 MR. WEINSTOCK: Not really.  
23 BY MR. WEINSTOCK:  
24 Q. Go ahead and tell me all the extensive  
25 significant damages.

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1 **A. I've already told you that. We've**  
2 **already went over this.**  
3 Q. Well, let's go over it --  
4 **A. No.**  
5 Q. You testified you were forced to move,  
6 correct?  
7 **A. Yes. That's one, but --**  
8 Q. One at a time.  
9 **A. I told you over and over and over**  
10 **enough. And that is enough.**  
11 Q. How much did it cost you to move?  
12 **A. I forgot.**  
13 Q. Okay. You testified it cost you  
14 attorneys' fees. How much did that cost you?  
15 **A. I can't remember anything.**  
16 Q. You testified it cost you stress,  
17 correct?  
18 **A. Yes.**  
19 MS. BARRAZA: Objection, asked and answered.  
20 I know you're trying to get a  
21 clear record of trying to do everything all over  
22 again at the end of the day, but she's already  
23 testified to this extensively. She's obviously not  
24 interested in repeating over and over and over, so  
25 I'm not going to let you badger and harass this

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1 witness by going over things that she's testified  
2 about for hours on already. That's not going to  
3 happen right now. So you can move on from damages,  
4 or we'll be concluding this deposition.  
5 BY MR. WEINSTOCK:  
6 Q. Okay. Are you not going to answer any  
7 more questions regarding your claim for damages?  
8 **A. I've answered over and over and over**  
9 **and over the same ones.**  
10 Q. Let's go to page 8.  
11 MS. BARRAZA: What paragraph?  
12 BY MR. WEINSTOCK:  
13 Q. Let's start with paragraph 61. See  
14 that?  
15 **A. Uh-huh.**  
16 Q. That states -- as a fact, you're  
17 stating: Charles Brown, Stacy Brown, the Law Office  
18 of Dan Winder, P.C., and Dan Winder, each of them,  
19 worked together with the intent to accomplish the  
20 harmful objection.  
21 Let's stop there for now. Tell me  
22 what facts you have to show that Charles Brown was  
23 working with Stacy Brown with the intent to  
24 accomplish a harmful objective.  
25 MS. BARRAZA: Objection, form.

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1 THE WITNESS: They tried to get my property.  
2 We've gone over that over and over and over and how  
3 he changed the whole thing. And we have gone over  
4 and over and over and over that one.  
5 BY MR. WEINSTOCK:  
6 Q. Do you know if Charles Brown ever spoke  
7 to Stacy Brown about them intending to accomplish a  
8 harmful objective?  
9 **A. I don't remember.**  
10 Q. Do you know if Charles Brown ever spoke  
11 with the law office about the intent to accomplish a  
12 harmful objective?  
13 **A. I don't remember.**  
14 Q. Do you know if Charles Brown ever spoke  
15 with Dan Winder with the intent to accomplish a  
16 harmful objective of defrauding you and your  
17 husband?  
18 MS. BARRAZA: Objection, form.  
19 THE WITNESS: I don't remember.  
20 BY MR. WEINSTOCK:  
21 Q. Do you know if Stacy Brown ever spoke  
22 to the Law Office of Dan Winder about forming the  
23 intent to accomplish a harmful objective of  
24 defrauding you and your husband?  
25 MS. BARRAZA: Objection, form.

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1 THE WITNESS: I don't remember.  
 2 BY MR. WEINSTOCK:  
 3 Q. Do you know if Stacy Brown ever spoke  
 4 with Dan Winder about forming the intent to  
 5 accomplish a harmful objective of defrauding you and  
 6 your husband?  
 7 MS. BARRAZA: Objection, form.  
 8 THE WITNESS: I don't remember.  
 9 BY MR. WEINSTOCK:  
 10 Q. Okay. Why do you believe that Dan  
 11 Winder wanted to defraud you and your husband out of  
 12 the property you owned?  
 13 MS. BARRAZA: Objection, form.  
 14 THE WITNESS: I don't remember.  
 15 BY MR. WEINSTOCK:  
 16 Q. What is your basis factually of  
 17 alleging that Dan Winder intended to do that for the  
 18 purpose of causing harm to you and your husband?  
 19 MS. BARRAZA: Objection, form.  
 20 THE WITNESS: I don't remember.  
 21 BY MR. WEINSTOCK:  
 22 Q. As of today, do you have any factual  
 23 basis to support your claim that Dan Winder intended  
 24 to defraud you and your husband out of your property  
 25 for the purpose of causing harm to you and your

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1 husband?  
 2 MS. BARRAZA: Objection, form. Asked and  
 3 answered.  
 4 THE WITNESS: He did do a frivolous --  
 5 BY MR. WEINSTOCK:  
 6 Q. What do you believe Dan Winder did  
 7 frivolous intending to defraud you or your husband  
 8 out of your property and cause harm to you and your  
 9 husband?  
 10 MS. BARRAZA: Objection, form.  
 11 THE WITNESS: Because that's the reason that  
 12 him -- he was -- he was the bigwig. He was the one  
 13 that was doing it all. And Charlie was in on it,  
 14 but I don't think he knew too much about it. I  
 15 don't think he had any money. And he had -- yeah,  
 16 he had Mr. Winder -- Dan Winder was the one that was  
 17 doing all of it.  
 18 BY MR. WEINSTOCK:  
 19 Q. Mrs. Atkinson, please listen to me very  
 20 carefully. Knowing that there is a possibility of  
 21 you being sued for slander --  
 22 MS. PEREYRA: Objection. You don't need to  
 23 harass or scare a client. If you're going to  
 24 continue with that line of questioning, we're going  
 25 to instruct her not to answer. So without

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1 threatening her, you can ask your question. If  
 2 you're going to threaten her, she's not going to  
 3 answer.  
 4 BY MR. WEINSTOCK:  
 5 Q. Mrs. Winder, under oath, are you  
 6 still --  
 7 MS. PEREYRA: She's not Mrs. Winder.  
 8 BY MR. WEINSTOCK:  
 9 Q. Not Mrs. Winder. Mrs. Atkinson. I  
 10 apologize.  
 11 Are you still maintaining under  
 12 oath your statement that Dan Winder was the bigwig  
 13 in this action against you?  
 14 **A. We all know that. I know that. You**  
 15 **know that, too.**  
 16 Q. Are you going to tell me any facts that  
 17 you're basing your statement that Dan Winder was the  
 18 bigwig in the actions against you?  
 19 MS. BARRAZA: Objection, form. Asked and  
 20 answered.  
 21 BY MR. WEINSTOCK:  
 22 Q. Do you have any facts you are going to  
 23 tell me?  
 24 **A. I've told you everything. We've gone**  
 25 **over and over and over and over and over and over,**

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1 **and you go back to the same things and the same**  
 2 **things and the same things. And you, yourself, know**  
 3 **what went on.**  
 4 Q. Are you going to stick with your  
 5 statement factually that I personally know what went  
 6 on?  
 7 **A. I think you do. Yeah.**  
 8 Q. You think I do. Okay. Okay. That's a  
 9 little different.  
 10 Now, is your statement that Dan  
 11 Winder was the bigwig?  
 12 MS. BARRAZA: Objection, asked and answered.  
 13 MR. WEINSTOCK: You don't know -- I haven't  
 14 asked the question yet.  
 15 MS. PEREYRA: Ask it differently.  
 16 MR. WEINSTOCK: I'm doing my job. You do your  
 17 job.  
 18 MS. PEREYRA: Very poorly.  
 19 MR. WEINSTOCK: Okay. Well, you can look  
 20 perhaps at my actions, too.  
 21 BY MR. WEINSTOCK:  
 22 Q. Mrs. Atkinson, are you maintaining your  
 23 statement factually that you know that Dan Winder  
 24 was the bigwig in these proceedings?  
 25 MS. BARRAZA: Objection, misstates testimony.

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1 You can answer.  
2 THE WITNESS: You know that Charlie told me  
3 what they did, how they did it, what they did.  
4 BY MR. WEINSTOCK:  
5 Q. Mrs. Atkinson, I'm not asking you what  
6 Charles told you. I'm not asking what you -- I'm  
7 asking you what -- whether you are still maintaining  
8 your factual statement under oath made on this  
9 deposition on more than one occasion that Mr. Winder  
10 was the bigwig in the action against you?  
11 **A. Yeah.**  
12 MR. WEINSTOCK: I want to take a two-minute  
13 break, then we'll come back.  
14 (Short recess.)  
15 BY MR. WEINSTOCK:  
16 Q. Mrs. Atkinson, based on everything that  
17 you've testified about today, is there anything you  
18 want to change about your testimony?  
19 **A. No.**  
20 MR. WEINSTOCK: I have no further questions at  
21 this time.  
22 MS. BARRAZA: Okay. I have a brief follow-up.  
23 EXAMINATION  
24 BY MS. BARRAZA:  
25 Q. I'm going to share my screen, okay,

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1 Mrs. Atkinson? Can you see what is on the screen?  
2 There should be a check on your screen. Do you see  
3 that?  
4 **A. Uh-huh.**  
5 Q. Is that yes?  
6 **A. Yes.**  
7 Q. Okay.  
8 MS. BARRAZA: And, for the record, this is  
9 Bates number Atkinson 000034.  
10 BY MS. BARRAZA:  
11 Q. Is this the check that you had  
12 previously been referring to earlier in your  
13 deposition?  
14 **A. Yes.**  
15 Q. Okay. And is this the check -- does  
16 this check say at the top, "Law Office of Dan M.  
17 Winder, P.C."?  
18 **A. yes.**  
19 Q. Now, is this check part of your factual  
20 basis for why you're claiming that Dan Winder was  
21 part of -- a bigwig in a conspiracy with Charles  
22 Brown?  
23 MR. WEINSTOCK: Objection, leading. Calls for  
24 facts beyond the evidence.  
25 ////

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1 BY MS. BARRAZA:  
2 Q. What was your answer?  
3 **A. Yes.**  
4 Q. Okay. I want to draw your attention to  
5 a new document here?  
6 MS. BARRAZA: For the record, this is Bates  
7 number D0009.  
8 BY MS. BARRAZA:  
9 Q. Now, can you remind us from your  
10 earlier testimony -- I think you had testified about  
11 where you had previously lived before you sold your  
12 house. Where did you -- where did you previously  
13 live?  
14 **A. 5288 Auburn.**  
15 Q. Okay. And then on this document that  
16 we're referring to, this D0009, which I'll represent  
17 to you is an agreement that's been disclosed by the  
18 defendants -- the Winder defendants in this case.  
19 And it's a representation agreement between the Law  
20 Office of Dan Winder and Charles Brown. Do you see  
21 on Section II where it says "Scope and Duties"?  
22 **A. This is the purchase of Auburn -- oh.**  
23 Q. Do you see --  
24 **A. You're talking about the house on**  
25 **Auburn.**

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1 Q. And so, this document that we're  
2 looking at, this D0009, under Scope and Duties, it  
3 says: Client hired attorney for the purpose of  
4 assistance with purchase of Auburn property.  
5 Is that how you read that?  
6 **A. Yes.**  
7 Q. Okay. And then I want to turn your  
8 attention to D0012. That's --  
9 MS. BARRAZA: For the record, that's the Bates  
10 number that we're looking at.  
11 BY MS. BARRAZA:  
12 Q. I'll represent to you this is also  
13 another agreement that has been disclosed by the  
14 Winder defendants in this litigation, and it's  
15 another agreement between the Law Office of Dan  
16 Winder and Charles Brown. And let me know if --  
17 under Scope and Duties, let me know if you're  
18 reading this the same way I read it.  
19 I read it to say client hires  
20 attorney for the purpose of Auburn street real  
21 estate transaction, and then it goes on to say set  
22 up trust, review legal documents, limited future  
23 services. Do you see that?  
24 **A. Uh-huh.**  
25 Q. Is that a "yes"?

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1 **A. Yes.**  
2 Q. Okay. Do you recall earlier in your  
3 testimony you had testified about first there was --  
4 there was one agreement that you actually did sign,  
5 a purchase agreement? Do you remember that?  
6 **A. Yes.**  
7 Q. Okay. And then you had testified that  
8 there was then a second -- there was a second  
9 document that Charles Brown had brought to you that  
10 he wanted you to sign but that you did not sign. Do  
11 you remember that?  
12 **A. Yes.**  
13 Q. Okay. So, for the record, there is  
14 Bates number Atkinson 0365. Now, you can look at  
15 this document that's on your screen. It has the  
16 title of "Promissory Note." And it says borrower  
17 Stacy Brown, and the lender will be Lavelle and  
18 Sheila Atkinson. Look through this and let me know  
19 if this is part of what Charles Brown had brought to  
20 you later on and what he wanted you to sign later  
21 on.  
22 **A. Yes.**  
23 MR. WEINSTOCK: Objection, leading.  
24 BY MS. BARRAZA:  
25 Q. Is that your answer, yes, this is a

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1 document that he asked to you sign later on?  
2 **A. Yes.**  
3 Q. Okay. Do you remember testifying  
4 earlier about your attorneys' fees? Do you remember  
5 that?  
6 **A. Yes.**  
7 Q. Okay. And you understand that your  
8 testimony from earlier is that you haven't paid any  
9 fees? Is it your understanding that those fees are  
10 still due and need to be paid?  
11 **A. Yes.**  
12 Q. Okay.  
13 MS. BARRAZA: I have no further questions.  
14 MR. WEINSTOCK: Adriana, do you have any  
15 questions?  
16 MS. PEREYRA: I don't.  
17 MR. WEINSTOCK: I have a few questions, ma'am,  
18 based upon what Ms. Barraza just said.  
19 FURTHER EXAMINATION  
20 BY MR. WEINSTOCK:  
21 Q. Mrs. Atkinson, at the time all this was  
22 going on, you testified you were living at 5288  
23 Auburn; is that correct?  
24 **A. Yes.**  
25 Q. At any time at all did Charles Brown

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1 ever ask you to purchase your house at 5288 Auburn?  
2 **A. He never said anything about that**  
3 **house. And I was shocked when we found out that**  
4 **they were trying to do something also with the**  
5 **house.**  
6 Q. Okay. How did you find that out?  
7 **A. Because they -- we got some good**  
8 **people.**  
9 Q. What people?  
10 **A. I don't -- I don't remember them.**  
11 Q. Well, how did you find it out? was  
12 that something you were told by your attorney?  
13 **A. What -- yes.**  
14 Q. Yes, it was? So I would submit that  
15 you now opened the door to any attorney/client  
16 privilege.  
17 MS. BARRAZA: No, she has not, Mr. Weinstock.  
18 Absolutely not.  
19 MR. WEINSTOCK: Absolutely, she has.  
20 MS. BARRAZA: Absolutely not.  
21 BY MR. WEINSTOCK:  
22 Q. Let's stick with what it is your  
23 attorney told you regarding Mr. Brown's plans  
24 involving your house at 5288 Auburn.  
25 MS. BARRAZA: Objection, attorney/client

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1 privilege. And we're not going to go through any  
2 strings of questions. If you're going to ask any  
3 more questions about what any of her attorneys said,  
4 we're ending the deposition. Pick your question  
5 wisely. If you do one more question asking about  
6 what her attorneys told her, we will be ending this  
7 deposition.  
8 MR. WEINSTOCK: She's opened the door to it.  
9 MS. BARRAZA: She's not. She's not.  
10 MR. WEINSTOCK: All right. Let me just go  
11 with...  
12 BY MR. WEINSTOCK:  
13 Q. Mrs. Atkinson, did Dan Winder ever  
14 attempt to do anything to purchase your house at  
15 5288 Auburn?  
16 MS. BARRAZA: Objection, form.  
17 THE WITNESS: I don't know.  
18 BY MR. WEINSTOCK:  
19 Q. You don't know that?  
20 **A. Yes.**  
21 Q. Are you aware of any attempt that Dan  
22 Winder ever did to purchase or involve your house at  
23 5288 Auburn?  
24 MS. BARRAZA: Objection, form.  
25 THE WITNESS: I don't remember.

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1 BY MR. WEINSTOCK:  
2 Q. Are you aware of any action that the  
3 law firm of Dan Winder ever did relative to your  
4 residence at 5288 Auburn?  
5 MS. BARRAZA: Objection, form. The document  
6 speaks for itself.  
7 You can answer.  
8 THE WITNESS: Yeah. I don't remember.  
9 BY MR. WEINSTOCK:  
10 Q. Other than the sale of the house at  
11 5288 Well -- 5288 Auburn very recently, has anybody  
12 else ever in the past four years attempted to  
13 purchase that house at 5288 Auburn?  
14 MS. BARRAZA: Objection, form. The document  
15 speaks for itself.  
16 You can answer.  
17 THE WITNESS: I don't remember.  
18 BY MR. WEINSTOCK:  
19 Q. Mrs. Atkinson, do you have any problems  
20 with your memory?  
21 **A. Yes. I remember remember. I don't**  
22 **remember.**  
23 Q. You don't remember if you've had any  
24 problems on your memory?  
25 **A. Yeah, I don't remember.**

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1 Q. Other than your deposition here today,  
2 have you alleged failure of memory in any other  
3 instance?  
4 MS. BARRAZA: Objection, form.  
5 THE WITNESS: I don't remember.  
6 BY MR. WEINSTOCK:  
7 Q. Did Charles Brown, the Law Office of  
8 Dan M. Winder, or Dan Winder, individually, did any  
9 of the three of them have anything to do with your  
10 placing your house at 5288 Auburn up for sale  
11 recently?  
12 MS. BARRAZA: Objection, form. Asked and  
13 answered.  
14 THE WITNESS: Yeah.  
15 BY MR. WEINSTOCK:  
16 Q. Yes?  
17 **A. Yes.**  
18 Q. Who had something to do with your  
19 placing your house up for sale?  
20 MS. BARRAZA: Objection, form. Asked and  
21 answered.  
22 THE WITNESS: I didn't want to be there --  
23 down there where they knew where I was.  
24 BY MR. WEINSTOCK:  
25 Q. And that was --

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1 **A. That came about -- they are not good**  
2 **people, so I wanted -- we wanted to get out of**  
3 **there.**  
4 Q. Who are you alleging are not good  
5 people?  
6 MS. BARRAZA: Objection, form.  
7 THE WITNESS: I think you know.  
8 BY MR. WEINSTOCK:  
9 Q. Are you alleging Dan M. Winder is not a  
10 good person? Don't look at anybody. Please answer  
11 the question.  
12 **A. Yes. Yes.**  
13 Q. Yes, you are alleging that Dan M.  
14 Winder is not a good person?  
15 MS. BARRAZA: Objection. She just answered  
16 the question. So if you have anything new from what  
17 I asked her, you can do that.  
18 BY MR. WEINSTOCK:  
19 Q. What is your factual basis for alleging  
20 that Dan M. Winder --  
21 MS. PEREYRA: We're not -- objection, asked  
22 and answered. We're not going to go over the same  
23 questions. She's already answered that. If you  
24 have something new, she'll answer it. If not, we're  
25 ending it. Do you have anything new? Do you have

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1 anything?  
2 MR. WEINSTOCK: I can follow-up on an answer.  
3 MS. PEREYRA: She answered it 20 times  
4 earlier. We're not going to let you continue to  
5 harass her.  
6 MR. WEINSTOCK: This is the first time I've  
7 asked her if she is --  
8 MS. PEREYRA: No, it's not. We can go back  
9 through the record.  
10 MR. WEINSTOCK: She's made the statement that  
11 Dan M. Winder is not a good person, and she's  
12 testified under oath yes; and I can follow-up on her  
13 basis for it.  
14 MS. PEREYRA: Again, she'll tell you --  
15 MR. WEINSTOCK: Well, let her tell me.  
16 BY MR. WEINSTOCK:  
17 Q. Please tell me.  
18 **A. That I've told you over and over and**  
19 **over and over again, and you've said the same thing**  
20 **for how many hours. And I told you what I thought**  
21 **about him, and that's it.**  
22 Q. You think he's not a good person  
23 because he was a bigwig in this transaction?  
24 MS. BARRAZA: Objection, form.  
25 THE WITNESS: He was part of this. He was

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1 part of this thing that was going on that was taking  
2 things from old people and doing bad things. Now,  
3 you need to look into things and you find out.  
4 BY MR. WEINSTOCK:  
5 Q. Can you tell me what was taken from you  
6 in this action?  
7 **A. What was I taking for you {sic}? I**  
8 **don't have time to tell you.**  
9 Q. What was taken from you?  
10 MS. BARRAZA: Objection, asked and answered.  
11 BY MR. WEINSTOCK:  
12 Q. What was taken from you, Mrs. Atkinson?  
13 **A. I don't remember. Too much.**  
14 MR. WEINSTOCK: I have no further questions.  
15 And I assume we can end this deposition?  
16 MS. BARRAZA: No, I have a follow-up based on  
17 that.  
18 **FURTHER EXAMINATION**  
19 BY MS. BARRAZA:  
20 Q. So earlier you testified whenever  
21 Mr. Weinstock was asking you what has been taken  
22 from you now, has all of your prior testimony that  
23 you've given to us over the past hours regarding  
24 your attorneys' fees, your emotional distress, is  
25 that all part of what has been taken from you, in

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1 your opinion?  
2 **A. Yes.**  
3 Q. Thank you.  
4 MS. BARRAZA: Okay. I have nothing further.  
5 MR. WEINSTOCK: Okay. Obviously we need a  
6 copy.  
7 I don't know, Danielle, if you  
8 need a copy?  
9 MS. BARRAZA: I would like an e-trans copy to  
10 my office, please.  
11 MR. WEINSTOCK: And we would like an e-trans,  
12 one of those, and whatever video transcript we can  
13 get.  
14 Adriana, you guys want a copy?  
15 MS. PEREYRA: No.  
16 MR. WEINSTOCK: Okay. We can get -- end this  
17 deposition. I'd like to speak to Adriana and  
18 Danielle for one minute afterwards, preferably  
19 without Mrs. Atkinson present.  
20 (Deposition concluded at 2:43 p.m.)  
21  
22  
23  
24  
25

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1 CERTIFICATE OF DEPONENT  
2 PAGE LINE CHANGE  
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15  
16 \* \* \* \* \*  
17 I, SHEILA ATKINSON,  
18 deponent herein, do hereby certify and declare under  
19 penalty of perjury the within and foregoing  
20 transcription to be my testimony in said action,  
21 that I have read, corrected, and do hereby affix my  
22 signature to said transcript this day of,  
23 2021.  
24  
25

SHEILA ATKINSON  
Deponent

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# **EXHIBIT 4**

# **EXHIBIT 4**

**Deposition of:**

Charles Brown

**Case:**

Charles Brown v. Lavelle P. Atkinson, et al.  
A-18-774764-C

**Date:**

11/19/2018



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Page 1

1 DISTRICT COURT  
 2 CLARK COUNTY, NEVADA  
 3 CHARLES BROWN, an )  
 individual, )  
 4 Plaintiff, )  
 5 vs. ) Case No. A-18-774764-C  
 6 ) Dept. No. XVIII  
 7 LAVELLE P. ATKINSON, )  
 SHEILA ATKINSON; DOES I-V; )  
 and ROE CORPORATIONS I-V, )  
 8 Defendants. )  
 9 \_\_\_\_\_ )  
 10  
 11  
 12  
 13 DEPOSITION OF CHARLES BROWN  
 14 Taken on Monday, November 19, 2018  
 15 By a Certified Court Reporter  
 16 At 2:36 p.m.  
 17 At 8816 Spanish Ridge Avenue  
 18 Las Vegas, Nevada  
 19  
 20  
 21  
 22 Reported by: MARY COX DANIEL, FAPR, RDR, CRR, CCR 710  
 23 Job No. 30682  
 24  
 25

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1 APPEARANCES:  
 2 For Plaintiff:  
 3 LAW OFFICE OF DAN M. WINDER, P.C.  
 BY: ARNOLD WEINSTOCK, ESQ.  
 4 3507 West Charleston Boulevard  
 Las Vegas, NV 89102  
 5  
 6 For Defendants:  
 7 INTEGRITY LAW FIRM  
 BY: ADRIANA PEREYRA, ESQ.  
 8 819 South Sixth Street  
 Las Vegas, NV 89101  
 9  
 10 MAIER GUTIERREZ & ASSOCIATES  
 BY: DANIELLE J. BARRAZA, ESQ.  
 11 8816 Spanish Ridge Avenue  
 Las Vegas, NV 89148  
 12  
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1 INDEX  
 2 WITNESS: CHARLES BROWN  
 3 PAGE  
 4 Examination By Ms. Pereyra 4  
 5 INDEX TO EXHIBITS  
 6 Exhibit Page  
 7 1 Notice of Taking Deposition of 15  
 Plaintiff Charles Brown  
 8 2 Purchase Agreement and Joint 20  
 Escrow Instructions, Bates  
 labeled Pur Agree JEL\_000002-8  
 9 3 Letter from Kelly Mortgage and 44  
 Realty, dated July 31, 2017  
 10 4 Preliminary Report from Ticor 52  
 Title of Nevada, Inc., Bates  
 labeled Preliminary  
 Report 000001-23  
 11 5 Promissory Note 57  
 12 6 Conditional Loan Quote, Bates 60  
 labeled P Loan  
 Documents\_000001-5  
 13 7 Plaintiff's Responses to 63  
 Defendants' 1st Set of  
 Interrogatories and General  
 Objections, 10.26.18 (NRCP  
 14 16.1)  
 15 8 Las Vegas Metropolitan Police 74  
 Department Case Report No.  
 LLV180721001610, Bates labeled  
 Bates #0009-16  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

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1 (A discussion was held off the record between the court  
 2 reporter and counsel, wherein counsel present agreed to  
 3 waive the reporter requirements as set forth under NRCP  
 4 Rule 30(b)(4) or FRCP Rule 30(b)(5), as applicable.)  
 5 CHARLES BROWN,  
 6 having sworn or affirmed to testify to the truth, the  
 7 whole truth and nothing but the truth, was examined and  
 8 testified as follows:  
 9 MS. PEREYRA: We are going to put on the  
 10 record that this is the deposition of Plaintiff Charles  
 11 Brown, which was to have started at 2:00 p.m., and it  
 12 is now 2:36. His attorney was not here on time.  
 13  
 14 EXAMINATION  
 15 BY MS. PEREYRA:  
 16 Q And can we please start by getting -- can I  
 17 get your driver's license, please?  
 18 A I don't have a driver's license.  
 19 MR. WEINSTOCK: Hold on. If we're going to  
 20 make a record, I just want to put on the record I tried  
 21 to get here as quick as I can. I just could not find  
 22 this place, and I've been driving around for the past  
 23 45 minutes. I've called your office right at  
 24 approximately 2:00 p.m. to tell them I'm driving trying  
 25 to find it. I got some help in finding it. But being

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1 an old guy that I am, I still had some trouble, but I  
 2 did find it. It was certainly not intentional to be  
 3 late. Okay. Now you can answer any questions.  
 4 BY MS. PEREYRA:  
 5 Q Okay. So, I'm sorry. I was asking you for  
 6 your driver's license.  
 7 A I don't have a driver license on me.  
 8 Q Did you drive here?  
 9 A No.  
 10 Q You don't drive at all?  
 11 A No.  
 12 Q Do you have your license revoked?  
 13 A No.  
 14 Q No? Okay.  
 15 Just so that you know -- have you ever been  
 16 deposited before?  
 17 A Not that I remember.  
 18 Q Okay. Have you taken any drugs or alcohol in  
 19 the last 24 hours?  
 20 A No.  
 21 Q Okay. Are you experiencing any pain or  
 22 anything that would interfere with your ability to  
 23 answer truthfully today?  
 24 A No.  
 25 Q So if you don't understand a question that I

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1 ask, you can go ahead and say that you don't  
 2 understand, or if I can rephrase it in a different way.  
 3 If you answer the question, is it fair to assume that  
 4 you understood the question?  
 5 A Yes.  
 6 Q Okay. We are going to ask you that you tell  
 7 the truth and that you don't speculate to anything. If  
 8 you don't know something, just say you don't know  
 9 something.  
 10 Please wait for me to finish each question  
 11 before providing an answer. The court reporter is  
 12 taking down everything that we're saying. So we can't  
 13 really talk over each other.  
 14 And you are under oath. So anything that you  
 15 say is the same as if you would have said it in a  
 16 courtroom. You will be under perjury. What is your  
 17 understanding of perjury?  
 18 A Just tell the truth.  
 19 Q But what do you think perjury means?  
 20 A I just know whatever it is, to tell the truth.  
 21 When that word comes up, it's just tell the truth.  
 22 Q Okay. But do you understand that perjury is a  
 23 felony?  
 24 A Is that what you're advising me, that it's a  
 25 felony?

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1 Q I'm asking you if you understand that perjury  
 2 is a felony.  
 3 MR. WEINSTOCK: Objection. You're badgering  
 4 now. He said he's going to tell the truth. We don't  
 5 need to go any further than that.  
 6 MS. PEREYRA: He didn't answer whether he  
 7 understood that it was a --  
 8 MR. WEINSTOCK: Again, he doesn't need to. He  
 9 said he's going to tell the truth. It is what it is.  
 10 BY MS. PEREYRA:  
 11 Q Is there any reason today that you won't be  
 12 able to give me a full and complete, truthful answer to  
 13 my question?  
 14 A No.  
 15 Q Okay. Can you please state your full name for  
 16 the record?  
 17 A Charles Brown.  
 18 Q Have you used any other name?  
 19 A Not to my understanding, no.  
 20 Q Do you currently live in Las Vegas?  
 21 A Yes.  
 22 Q What is your current address?  
 23 A I live in a mobile home with a friend. I have  
 24 a mailing address, which is 3172 North Rainbow,  
 25 Las Vegas, Nevada, Suite 330.

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1 Q And that's a P.O. Box; correct?  
 2 A Correct.  
 3 Q Okay. So you don't have a physical address --  
 4 A No.  
 5 Q -- to provide?  
 6 How long have you lived at that address?  
 7 A How long have I used that address --  
 8 Q How long have you lived --  
 9 A -- because I don't live there. I don't live  
 10 there. That's a P.O. Box, as you just said.  
 11 Q At the address with your friend?  
 12 A It's a mobile home.  
 13 Q Okay. So how long have you lived at that  
 14 mobile home?  
 15 A Six years, seven years maybe.  
 16 Q Okay. And where did you live before that?  
 17 A California.  
 18 Q What was your address there?  
 19 A I don't recall.  
 20 Q Where in California was that?  
 21 A Los Angeles County, California.  
 22 Q And who did you live with there?  
 23 A Family.  
 24 Q Are you married?  
 25 A Yes.

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1 Q And what is your spouse's name?  
 2 A Stacy Brown.  
 3 Q Does she live with you here in Las Vegas?  
 4 A No. I don't know where she lives.  
 5 Q You don't know where your spouse lives?  
 6 A No. We're separated.  
 7 Q How long have you been separated for?  
 8 A 10 years.  
 9 Q Okay. Do you still talk to her?  
 10 A Yes.  
 11 Q How often do you talk to her?  
 12 MR. WEINSTOCK: Objection. Relevance. You  
 13 can go ahead and answer.  
 14 THE WITNESS: Periodically. Whenever she  
 15 calls me or I call her.  
 16 BY MS. PEREYRA:  
 17 Q Would you say that's once a week? Once a  
 18 month?  
 19 A More than once a week. Sometimes two or three  
 20 times a week.  
 21 Q Okay. Do you have any children --  
 22 A Yes.  
 23 Q -- with her? How many?  
 24 A Two.  
 25 Q And what ages are they?

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1 A 20 and 25.  
 2 Q What are their names?  
 3 A Malik Brown and Robert Brown.  
 4 Q And where do they live?  
 5 A I don't know. They're grown, so I don't know.  
 6 Q You don't maintain a relationship with them?  
 7 A No.  
 8 Q What is your friend's name where you live, or  
 9 where you stay at in your mobile home?  
 10 A Mr. King.  
 11 Q Does he have a first name?  
 12 A Mario.  
 13 Q Mario King?  
 14 A Uh-huh.  
 15 Q So you currently are still married to Stacy?  
 16 MR. WEINSTOCK: Objection. Asked and  
 17 answered.  
 18 THE WITNESS: (Witness nods head.)  
 19 THE REPORTER: Could you answer out loud,  
 20 please?  
 21 BY MS. PEREYRA:  
 22 Q Yes, and my -- I'm sorry. I forgot to tell  
 23 you this, too. Please make sure that all of your  
 24 responses are audible because it is being recorded. So  
 25 you can't just answer with your head, or --

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1 A I didn't. He answered.  
 2 Q Oh. You were shaking your head.  
 3 A In agreement to what he was saying, my  
 4 attorney was saying.  
 5 MS. BARRAZA: Okay. Just for the record, when  
 6 your attorney makes an objection, we do still expect  
 7 you to answer the question unless your attorney  
 8 specifically tells you not to answer. So even if your  
 9 attorney states an objection, please answer the  
 10 question unless he tells you not to. So go ahead and  
 11 answer the last question.  
 12 THE WITNESS: Oh, can you repeat the question?  
 13 BY MS. PEREYRA:  
 14 Q Yes. So are you still married? You are still  
 15 legally married to Stacy Brown?  
 16 A Yes.  
 17 Q Okay. When were you -- do you remember the  
 18 day that you were married?  
 19 A No.  
 20 Q Have you been married before?  
 21 A Yes.  
 22 Q And what was your prior spouse's name?  
 23 MR. WEINSTOCK: Objection. Relevance. But go  
 24 ahead and answer.  
 25 THE WITNESS: Marcia was her name.

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1 BY MS. PEREYRA:  
 2 Q And her last name?  
 3 A Grisby.  
 4 MR. WEINSTOCK: It sounds like G-R-I-S-B-Y.  
 5 BY MS. PEREYRA:  
 6 Q How long were you married to her?  
 7 A I don't remember.  
 8 Q Do you have any children with her?  
 9 A Yes.  
 10 Q How many?  
 11 A Three.  
 12 Q And what ages are they?  
 13 A 35, 32, and 29, and I'm not sure -- or about  
 14 that age.  
 15 Q Where do they live?  
 16 A I don't know. I'm not in contact with them.  
 17 Q What are their names?  
 18 MR. WEINSTOCK: Objection. Relevance. We're  
 19 getting way far afield now.  
 20 THE WITNESS: Can you repeat the question?  
 21 BY MS. PEREYRA:  
 22 Q What are your children's names?  
 23 A Michael Brown, Charleston Brown, Marciana  
 24 Brown.  
 25 Q And were you married before that marriage?

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1 Deposition of Plaintiff Charles Brown.  
 2 BY MS. PEREYRA:  
 3 Q Did you review any documents in anticipation  
 4 of today's deposition?  
 5 A Can you rephrase that? I don't understand.  
 6 Q Did you review any documents for today?  
 7 A No.  
 8 Q Did you talk to your attorney about today  
 9 about what questions you may be asked, anything like  
 10 that?  
 11 A Yes.  
 12 Q And when was that?  
 13 A A week ago.  
 14 Q Okay. But you didn't review any documents?  
 15 A I just answered you.  
 16 Q Answer my question, please.  
 17 A Same answer.  
 18 Q What was your answer?  
 19 A Can you --  
 20 MR. WEINSTOCK: Let's save time. His answer  
 21 was no.  
 22 BY MS. PEREYRA:  
 23 Q Okay. So do you know why you have filed a  
 24 lawsuit against the Atkinsons?  
 25 A Yes.

Page 18

1 Q And why is that?  
 2 A Non-performance.  
 3 Q Can you elaborate on that, please?  
 4 A Non-performance. They didn't perform their  
 5 tasks in the contract that we executed.  
 6 Q And what were they supposed to do?  
 7 A Complete what was agreed in the contract,  
 8 which was, I was buying the property from them, they  
 9 were selling it.  
 10 Q Okay. And did they refuse to sell you the  
 11 property?  
 12 A No.  
 13 Q Okay. So what did they do?  
 14 A Can you repeat the question?  
 15 Q I had asked you if you had filed a lawsuit  
 16 against the Atkinsons, and I asked you for what you  
 17 were suing.  
 18 A Can you ask it in another way? I don't  
 19 understand.  
 20 Q What are you suing the Atkinsons for?  
 21 A Non-performance.  
 22 Q Okay. And I'm asking for you to explain how  
 23 they didn't perform on the contract.  
 24 MR. WEINSTOCK: Objection. The Complaint  
 25 speaks for itself. It calls for a legal conclusion for

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1 anything further, and it gets into attorney/client  
 2 privilege. So let's go on.  
 3 MS. PEREYRA: I'm not asking about any -- for  
 4 him to state what legal grounds he filed on. I'm just  
 5 asking him what facts he believes are at issue.  
 6 MR. WEINSTOCK: The best you can, answer the  
 7 question.  
 8 THE WITNESS: They didn't perform.  
 9 BY MS. PEREYRA:  
 10 Q Are you saying that they refused to sell you  
 11 the property?  
 12 A No.  
 13 Q So what duties did they have, do you think  
 14 they had, other than to sell you the property?  
 15 A Whatever escrow instructions dictated.  
 16 Q Okay. Do you know what that was?  
 17 A Escrow would know. I don't know.  
 18 Q Okay. So right now you don't know what the  
 19 escrow instructions were, but you do know that they  
 20 didn't do it; is that correct?  
 21 A Can you ask that in another way?  
 22 Q So your statement is that you don't know  
 23 currently what the escrow instructions were; is that  
 24 correct?  
 25 A Yes.

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1 Q But you do know that the Atkinsons didn't  
 2 comply with it?  
 3 A Correct.  
 4 Q So how do you know that if you don't know what  
 5 the escrow instructions are?  
 6 A We wouldn't be here.  
 7 Q Okay. Do you know who has the escrow  
 8 instructions?  
 9 A Whatever escrow company it is.  
 10 Q Well, who found the escrow company? Was it  
 11 you that located an escrow company or was it the  
 12 Atkinsons?  
 13 A I did.  
 14 Q Okay. So what company is that?  
 15 A Whatever is on the contract. I don't have  
 16 that file with me.  
 17 Q Okay. Well, we are going to go into that.  
 18 So is what you're referring to --  
 19 THE REPORTER: Do you want this marked?  
 20 MS. PEREYRA: Yes, please. I'm sorry. This  
 21 is Exhibit 2.  
 22 (Exhibit 2 marked)  
 23 BY MS. PEREYRA:  
 24 Q Is that the document that you're referring to,  
 25 whatever that says?

Page 21

1 A In what regard? I don't understand the  
 2 question.  
 3 Q Okay. So I was asking you about the escrow  
 4 instructions, who would have those. And you stated  
 5 that it would be the escrow company. And I asked you  
 6 who the company was. And you stated that it was  
 7 whatever was in the contract. So this is the contract.  
 8 A This is a Purchase Agreement and Escrow  
 9 Instructions, yes.  
 10 Q Okay. And so where on there does it say who  
 11 the escrow company is?  
 12 A I haven't looked it over. You have to tell  
 13 me.  
 14 Q Okay. Well, you've seen this document before?  
 15 A Yes.  
 16 Q Okay. And did you prepare this document?  
 17 A Yes.  
 18 Q And so you are familiar with what's in this  
 19 document?  
 20 A Yes.  
 21 Q Okay. So who is the escrow company listed in  
 22 this document?  
 23 A There's not one in here.  
 24 Q Okay. So --  
 25 A This is -- from what I can read, this is

Page 22

1 purchase contract and joint escrow instructions.  
 2 Q Okay. So I will ask you again: Who is the  
 3 escrow company?  
 4 A I don't have that file.  
 5 Q So who would have that file?  
 6 A I have it, but I don't have it here. I didn't  
 7 know I needed to bring it.  
 8 Q Okay. And why did you not produce that as  
 9 part of your documents?  
 10 MR. WEINSTOCK: Objection. It wasn't  
 11 requested to produce that document.  
 12 BY MS. PEREYRA:  
 13 Q So is the property we're talking about the  
 14 real property located at 2315 North Decatur Boulevard,  
 15 Las Vegas, Nevada 89108?  
 16 A Yes.  
 17 Q Was that property for sale?  
 18 A Yes.  
 19 Q So was there a sign outside that said it was  
 20 for sale?  
 21 A No.  
 22 Q So how did you know it was for sale?  
 23 A I ran the address through the County  
 24 Assessor's Office and went to the Atkinson's house,  
 25 which they live on the same street as the 2315 North

Page 23

1 Decatur property.  
 2 Q How did you see that property? How did you  
 3 choose that property?  
 4 A Can you rephrase that?  
 5 Q How did you find that property?  
 6 A Driving by.  
 7 Q Why were you driving around that neighborhood?  
 8 A Can you rephrase that?  
 9 Q I said why were you driving around that  
 10 neighborhood?  
 11 A I was going to get a sandwich.  
 12 Q Do you live around there?  
 13 A No. I live in a mobile home.  
 14 Q But is the mobile home located around there?  
 15 A Oh, we're in different areas.  
 16 Q Okay. And so where did you -- you were  
 17 driving around to get a sandwich and you saw this  
 18 property that had no "for sale" sign on it, and then  
 19 what did you do?  
 20 A Can you repeat the question, please?  
 21 Q So you stated there was no "for sale" sign on  
 22 the property. So what made you think it was for sale?  
 23 A Can you rephrase it in another way?  
 24 MS. PEREYRA: Can you reread the question,  
 25 please, Court Reporter?

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1 (Record read)  
 2 THE WITNESS: The property was abandoned.  
 3 BY MS. PEREYRA:  
 4 Q How did you know that the property was  
 5 abandoned?  
 6 A Can you kind of say that in another way? I  
 7 didn't understand.  
 8 Q What part do you not understand?  
 9 A The whole question.  
 10 Q Do you know what "how" means? Do you know  
 11 what "how" means?  
 12 A No. Can you explain that?  
 13 Q How did you know that the property was  
 14 abandoned?  
 15 A Can you explain to me the question? I don't  
 16 understand.  
 17 MR. WEINSTOCK: We're kind of beating a dead  
 18 horse. If you don't mind, can I ask my client one  
 19 question that may save this?  
 20 MS. BARRAZA: No. What we can do is, we can  
 21 take a break for you to instruct your client that he  
 22 needs to answer these questions or we will be getting  
 23 the arbitrator on the phone, because that's a  
 24 straightforward question that we're entitled the answer  
 25 to. And we're not going to waste time with repeating

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1 questions over and over that are very, very simple and  
 2 that need to be answered during this deposition.  
 3 So we'll take a five-minute break for you to  
 4 explain to your client that he needs to cooperate and  
 5 answer these questions or we will be calling the  
 6 arbitrator. So we'll go off the record.  
 7 MR. WEINSTOCK: For the record, before you  
 8 leave, I think my client is answering the questions as  
 9 best he can and truthfully. But if you want to take a  
 10 five-minute break, take a five-minute break.  
 11 (Recess taken from 3:03 p.m. to 3:11 p.m.)  
 12 MR. WEINSTOCK: For the record, I just want to  
 13 make a record that your five-minute break, since you're  
 14 so concerned about time, has been about nine and a half  
 15 minutes now. But go ahead, and let's move this along  
 16 hopefully.  
 17 BY MS. PEREYRA:  
 18 Q Okay. So I was asking you what -- how you  
 19 came about the property at issue. And you stated  
 20 that -- and I asked you how you knew that it was  
 21 abandoned. So how did you know that the property was  
 22 abandoned?  
 23 A It was boarded up.  
 24 Q Okay. Did you ever see any people there?  
 25 A No.

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1 Q No one was ever there?  
 2 MR. WEINSTOCK: Asked and answered.  
 3 THE WITNESS: No.  
 4 BY MS. PEREYRA:  
 5 Q Any homeless people?  
 6 A No.  
 7 Q Okay. And so what did you do after you  
 8 spotted the house and it was abandoned?  
 9 A I ran the address.  
 10 Q And where did you run the address?  
 11 A Can you repeat the question?  
 12 Q Where did you run the address?  
 13 A I don't understand what you mean, "where."  
 14 Q Well, you said, "I ran the address." So where  
 15 did you run the address?  
 16 MR. WEINSTOCK: You're asking where he  
 17 physically was, or what address he ran, or what site he  
 18 ran the address?  
 19 MS. PEREYRA: Okay. Is there an objection?  
 20 MR. WEINSTOCK: Yeah. The objection is we're  
 21 wasting a lot of time.  
 22 MS. BARRAZA: Exactly. Your client is wasting  
 23 a whole lot of time playing games --  
 24 THE WITNESS: Are you hollering?  
 25 MR. WEINSTOCK: Stop.

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1 MS. BARRAZA: So go ahead. Ask the question.  
 2 BY MS. PEREYRA:  
 3 Q Where --  
 4 A I was in Las Vegas.  
 5 Q Okay. But my question was: You said, "I ran  
 6 the address." Where did you run the address?  
 7 MR. WEINSTOCK: He answered Las Vegas. Now,  
 8 do you mean where --  
 9 MS. PEREYRA: Is there an objection?  
 10 MR. WEINSTOCK: I don't need to object. I'm  
 11 just confused, as obviously my client is. You asked  
 12 where he ran the address. He told you where. Now you  
 13 want to clarify that how?  
 14 BY MS. PEREYRA:  
 15 Q You ran the address in Las Vegas?  
 16 A Yes.  
 17 Q How did you run it?  
 18 A I called a friend.  
 19 Q And who is -- what was your friend's name?  
 20 A Manor Washington.  
 21 Q Can you spell that name, please?  
 22 A I can't spell his name.  
 23 Q What does he do? What does your friend do?  
 24 A He's a researcher.  
 25 Q What type of research does he do?

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1 A Um -- say that again.  
 2 Q What type of research does he do?  
 3 A He does background research.  
 4 Q And you called -- so he did a background  
 5 research on this property?  
 6 A Which property?  
 7 MR. WEINSTOCK: Charles, just --  
 8 BY MS. PEREYRA:  
 9 Q The property that we're talking about on  
 10 Decatur Boulevard.  
 11 A Oh. Yes.  
 12 Q So what did he do?  
 13 A I don't know.  
 14 Q What did he tell you about the property?  
 15 A Who owns it.  
 16 Q Okay. And who did he say owned it?  
 17 A Lavelle and Sheila Atkinson.  
 18 Q Okay. And then what did you do after?  
 19 A I went to their house.  
 20 Q And how did you know their address?  
 21 A It's public record.  
 22 Q So did -- how did you find their address?  
 23 A Public record.  
 24 Q Okay. So where did you find that public  
 25 record?

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1 A I don't understand your question.  
 2 Q You're saying that their address is a public  
 3 record. Where did you find it?  
 4 A I didn't find it. I just made a call and  
 5 someone gave me the information.  
 6 Q Okay. And in that -- so then you went to  
 7 their house; is that correct?  
 8 A Yeah.  
 9 Q Okay. And what did you say?  
 10 A I don't remember.  
 11 Q You don't remember what you said?  
 12 A (Witness shakes head.)  
 13 Q You showed up at their door, and you have no  
 14 idea what you said?  
 15 A No.  
 16 Q Did you say anything related to the property?  
 17 A Oh, I kind of remember now.  
 18 Q Oh, great.  
 19 A I asked them did they want to sell it.  
 20 Q Okay. And what did they say?  
 21 A "Yes."  
 22 Q Do you recall when that was?  
 23 A It was July 7th, 2:30 p.m., 2017.  
 24 Q So you're saying that you went to their house  
 25 on July 7th at 2:30 --

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1 A No, July 6th.  
 2 Q Okay.  
 3 A July 6th.  
 4 Q I'm going to refer back to Exhibit 2, the  
 5 Purchase Agreement. Did you go over to their house  
 6 with this Purchase Agreement?  
 7 A Yep.  
 8 Q And did they sign it right then and there?  
 9 A No.  
 10 Q No?  
 11 A I went over there with the agreement on July  
 12 6th. July 7th at about 2:30 p.m., I went back over  
 13 because she wanted me to make a correction.  
 14 Q And what was the correction?  
 15 A She said that she wanted her lawyer to look at  
 16 it.  
 17 Q Okay. And then what happened?  
 18 A That was it.  
 19 Q When did they return this to you?  
 20 A They e-mailed it back from Utah from one of  
 21 their friend's office, Austin Smoot.  
 22 Q Okay. So I'm going to backtrack a little. So  
 23 the first time you ever saw the property was on July  
 24 6th?  
 25 A No.

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1 Q When was the first time that you saw the  
 2 property?  
 3 A I don't remember the exact date.  
 4 Q Was it a month before?  
 5 A I don't remember.  
 6 Q Two months before?  
 7 MR. WEINSTOCK: Objection. Asked and  
 8 answered. That's badgering.  
 9 THE WITNESS: I don't remember.  
 10 MR. WEINSTOCK: He said he doesn't remember.  
 11 THE WITNESS: How about a bathroom break?  
 12 MS. BARRAZA: Sure. There's no question  
 13 pending.  
 14 THE WITNESS: Okay.  
 15 (Recess taken from 2:19 p.m. to 2:21 p.m.)  
 16 MR. WEINSTOCK: Back on the record. You're  
 17 still under oath.  
 18 BY MS. PEREYRA:  
 19 Q Okay. So we were -- you stated that the first  
 20 time that you saw the Atkinsons was on July 6th, and  
 21 that that same day you gave them the Purchase Agreement  
 22 and Joint Escrow Instructions; is that correct?  
 23 A No. I seen them before then.  
 24 Q Okay. So when did you see them?  
 25 A I don't remember the exact day. I said that

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1 already.  
 2 Q How long ago was that? Was it a month before?  
 3 Two months?  
 4 A I don't --  
 5 Q Estimate.  
 6 A I don't remember.  
 7 Q Okay. How many times before you actually gave  
 8 them this Purchase Agreement did you talk to them?  
 9 A Maybe eight.  
 10 Q Okay.  
 11 A I was a regular guest at their house, if  
 12 that's what you're headed to.  
 13 Q Oh, you were?  
 14 A Yes.  
 15 Q Oh. And why is that?  
 16 A Trying to close this deal with them.  
 17 Q So the first time that you talked to them, you  
 18 said that they agreed to sell you the contract. That  
 19 was your earlier testimony.  
 20 MR. WEINSTOCK: Misstatement. They didn't  
 21 sell him the contract.  
 22 MS. PEREYRA: Are you testifying for him?  
 23 MR. WEINSTOCK: No. I'm saying it's a  
 24 misstatement. I assume --  
 25 MS. PEREYRA: Okay. You're not allowed to

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1 coach him as we're talking. If you have an objection,  
 2 put an objection --  
 3 MR. WEINSTOCK: I'm not coaching him. I'm  
 4 trying to move this along.  
 5 MS. PEREYRA: Okay. Well, you can do that by  
 6 putting in an objection or letting him answer my  
 7 question.  
 8 MR. WEINSTOCK: Trust me, I don't need you to  
 9 teach me how to do things.  
 10 MS. PEREYRA: Okay. Well, apparently, I do,  
 11 because things aren't moving the correct way.  
 12 BY MS. PEREYRA:  
 13 Q Okay. So you stated in your earlier testimony  
 14 that the first time that you went to their home and you  
 15 asked them to sell the property at issue, that they  
 16 said yes.  
 17 A Correct.  
 18 Q So the very first time you met them, they  
 19 agreed to sell you the property?  
 20 A I don't remember if it was the first. But it  
 21 was soon thereafter, if it was not the first.  
 22 Q Okay. And so what were you talking about for  
 23 the other times that you saw them?  
 24 A The property.  
 25 Q Were they inviting you to their house, or were

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1 you just showing up?  
 2 A No, I was invited. And me and Mr. Atkinson  
 3 sometimes would go down there because somebody had took  
 4 one of the boards off and we would board it back up,  
 5 get on the roof and board it back up. So he would call  
 6 me and say, "Hey, can you come over?" Or if I was in  
 7 the area and I passed by, and I seen him, he would wave  
 8 me down.  
 9 Q Mr. Atkinson would call you to ask you to help  
 10 him with the building?  
 11 A Yes.  
 12 Q And how many times did you do that?  
 13 A I don't remember.  
 14 Q And so, but your statement is that you gave  
 15 them this agreement on the 6th of July, 2017?  
 16 A No, I didn't give it to them on the 6th of  
 17 July.  
 18 Q Okay. So when did you give them this  
 19 contract?  
 20 A 20th of July.  
 21 Q The 20th of July?  
 22 A Yes. That's when I executed it and gave it to  
 23 them in their living room.  
 24 Q Why does this say this is -- why is this  
 25 dated on the first page --

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1 A Oh, no, mine was dated July 6th. They signed  
 2 it July 20th, 2017.  
 3 Q Okay. But that wasn't my question. My  
 4 question was: What day did you give it to them? Was  
 5 it on the 6th of July, 2017?  
 6 A I don't remember. But the contract, whatever  
 7 is on it, represents what happened.  
 8 Q Prior to this matter, had you ever purchased a  
 9 house before that wasn't listed for sale?  
 10 A I don't remember if I did or not.  
 11 Q Have you purchased other properties before?  
 12 A Yes.  
 13 Q Here in Las Vegas?  
 14 A No.  
 15 Q Where?  
 16 A Texas, Atlanta.  
 17 Q And were they residential homes or were they  
 18 for business?  
 19 A They were residential.  
 20 Q Were they investment properties?  
 21 A No.  
 22 Q Were these homes where you lived?  
 23 A No.  
 24 Q Was this some type of business that you had?  
 25 A I was working with somebody who would locate

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1 properties.  
 2 Q When you say somebody who would locate  
 3 properties, was it a real estate agent?  
 4 A No, no agent. Investors.  
 5 Q And what type of properties would they locate?  
 6 A Commercial, residential, agriculture.  
 7 Q And so what was the purpose of locating these  
 8 properties?  
 9 A I don't understand your question.  
 10 Q What would they locate these properties for?  
 11 Was it investment? What were they doing with these  
 12 properties?  
 13 A Yeah, investment.  
 14 Q And how were you involved in it?  
 15 A I would locate them.  
 16 Q So you were the one who located these  
 17 properties?  
 18 A Uh-huh.  
 19 Q And how did you do that?  
 20 A Just --  
 21 MR. WEINSTOCK: For the record, the "uh-huh"  
 22 was a "yes."  
 23 MS. PEREYRA: I'm sorry?  
 24 MR. WEINSTOCK: I'm just saying for the  
 25 record, he said "uh-huh."

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1 THE WITNESS: Oh, yes.  
 2 MR. WEINSTOCK: I just want to make sure the  
 3 record reflects it was a "yes."  
 4 BY MS. PEREYRA:  
 5 Q So my question was: Your job was to locate  
 6 the property?  
 7 A Yeah.  
 8 Q Okay. And what did you do after you located  
 9 the property?  
 10 A Nothing.  
 11 Q So what did you locate them for?  
 12 A Different investors.  
 13 Q And how did you find the investors?  
 14 A Seminars.  
 15 Q So you go to seminars and find investors?  
 16 A Oh, yeah.  
 17 Q To invest in the properties that you --  
 18 A No, I just find properties for them. I just  
 19 drive up and down the street.  
 20 Q How did you -- how do you pick these  
 21 properties?  
 22 A They'd be abandoned, grass is grown tall, just  
 23 different signs.  
 24 Q So do you only -- the only type of properties  
 25 that you locate are abandoned properties?

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1 A Oh, no. I own nothing.  
 2 Q I didn't say you owned. I said the only  
 3 properties that you locate are abandoned?  
 4 A Huh? What are you saying? I can't understand  
 5 what you're saying.  
 6 Q The only type of properties that you locate  
 7 for investors are abandoned properties?  
 8 A No.  
 9 Q What other type of properties do you locate?  
 10 A Land.  
 11 Q Okay. And how do you normally find the  
 12 owners?  
 13 A I just ask around.  
 14 Q You ask around --  
 15 A Yeah.  
 16 Q -- the neighborhood --  
 17 A Yeah.  
 18 Q -- or whoever is there?  
 19 A Yeah.  
 20 Q Okay. Do you still own any of those homes?  
 21 A I never said I owned none of them.  
 22 Q You never owned any? Okay. Because earlier  
 23 you said you bought some homes.  
 24 A Well, maybe I answered the question wrong. If  
 25 you can go back and ask the question --

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1 Q So I asked if you had purchased any homes  
 2 before --  
 3 A Oh. No.  
 4 Q -- or any property before.  
 5 A In the past, yeah. But, no, for these  
 6 properties that you're asking me about with the  
 7 investors, no.  
 8 Q Any kind of properties? Have you ever bought  
 9 any properties yourself before?  
 10 A Yeah.  
 11 Q You have?  
 12 A Yeah.  
 13 Q Where?  
 14 A I don't remember.  
 15 Q And do you still own those properties?  
 16 A No.  
 17 Q Were they homes?  
 18 A Cars, mainly.  
 19 Q But no real estate property?  
 20 A Many years ago. I don't remember where it was  
 21 at, though.  
 22 Q Okay. Do you own any property now, any real  
 23 estate property?  
 24 A No.  
 25 Q So this property that you were buying, the

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1 property in question, was this property -- were you  
 2 going to buy it, or was somebody else going to buy it?  
 3 A I was going to buy it.  
 4 Q Okay. And what were you going to do with it?  
 5 A I was going to rent it out.  
 6 Q You were going to rent out the property for  
 7 residential or for business?  
 8 A Business.  
 9 Q What type of business?  
 10 A Oh, when I put the sign up, whoever called.  
 11 Q So you weren't planning on selling it?  
 12 A No. I was going to acquire it and hold it.  
 13 Q Okay. Did you have cash on hand to purchase  
 14 the property?  
 15 A Yes.  
 16 Q How much cash did you have?  
 17 A I had investors. So whatever was needed was  
 18 just a contract that needed to be drawn up.  
 19 Q Who were your investors?  
 20 A It's different ones.  
 21 Q Who were your investors for this particular  
 22 property?  
 23 A It's different ones.  
 24 Q So you're saying that you didn't have any  
 25 specific ones for this property?

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1 A No.  
 2 Q So you hadn't identified an investor yet?  
 3 A No.  
 4 Q Okay. Did you ever tell the Atkinsons what  
 5 you planned to do with the property?  
 6 A I don't remember.  
 7 Q Have you ever owned a car dealership?  
 8 A I was an investor in one.  
 9 Q Which one?  
 10 A First Class Motors.  
 11 Q Here in Las Vegas?  
 12 A Uh-huh.  
 13 Q Uh-huh. And how much did you invest in that?  
 14 A Just sweat equity.  
 15 Q I'm sorry?  
 16 A Sweat equity. I didn't have --  
 17 Q You didn't invest any money?  
 18 A No.  
 19 Q And how much ownership did you gain from that?  
 20 A Didn't gain it. It was future. It was a  
 21 future -- according to how much work I had put in.  
 22 Q And that's where you said you earlier, that  
 23 you worked; correct?  
 24 A Yeah.  
 25 Q Okay. Did you ever apply for a loan?

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1 A Yeah.  
 2 Q Who did you apply for a loan with?  
 3 MR. WEINSTOCK: Objection. Vague and  
 4 ambiguous. Are you talking about this property?  
 5 MS. PEREYRA: Yes, this property.  
 6 MR. WEINSTOCK: Okay.  
 7 THE WITNESS: I don't know the name of the  
 8 company.  
 9 BY MS. PEREYRA:  
 10 Q You don't know the name of the company that  
 11 you applied --  
 12 A No.  
 13 Q -- for a loan?  
 14 A Loan officer did all that.  
 15 Q Who was the loan officer?  
 16 A Veda Williams.  
 17 Q Is he here in Las Vegas?  
 18 A I don't know.  
 19 Q Well, where did you contact this person?  
 20 A Online search.  
 21 Q Did you ever meet him in person?  
 22 A No. It's not a him. It's a her.  
 23 Q Did you ever meet her in person?  
 24 A No.  
 25 Q Did you ever talk to her on the phone?

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1 A Yes.  
 2 Q Okay. And you don't -- she never told you  
 3 where she's located?  
 4 A No.  
 5 Q Did you ever have to sign any paperwork?  
 6 A Yes.  
 7 Q How did you get the paperwork?  
 8 A E-mail, fax.  
 9 Q And what type of paperwork did you get?  
 10 A I don't understand that, what you just asked.  
 11 I don't understand.  
 12 Q You said you received some paperwork from Veda  
 13 Williams. So I'm asking what paperwork did you  
 14 receive?  
 15 A Whatever paperwork she sent as it related to  
 16 this deal.  
 17 Q Right, and that's my question. What  
 18 paperwork --  
 19 A I don't know what it was. Whatever she sent,  
 20 what needed to be signed, that's what it was.  
 21 Q So did you review what she sent to you?  
 22 A Yeah.  
 23 Q Did you sign what she sent you?  
 24 A Yeah.  
 25 Q So how do you not know what it was?

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1 A I don't know exactly what it was. Whatever  
 2 she sent, said needed to be signed, I signed it.  
 3 Q And when was it that you reached out to her?  
 4 A I don't remember.  
 5 Q Was it before --  
 6 A I don't remember.  
 7 Q -- the date of the contract? Was it before  
 8 July 6th, 2017?  
 9 A I don't remember.  
 10 Q How much did you apply for? What amount did  
 11 you apply for?  
 12 A When?  
 13 Q When you applied for a loan with Veda  
 14 Williams, how much did you apply for?  
 15 A I don't know. I don't have the file in front  
 16 of me. I don't have none of my notes. I don't know.  
 17 (Exhibit 3 marked)  
 18 MR. WEINSTOCK: Do you have a copy for me?  
 19 MS. PEREYRA: Yes.  
 20 MR. WEINSTOCK: Thank you.  
 21 MS. PEREYRA: So this will be marked as  
 22 Exhibit 3, Kelly Mortgage and Realty.  
 23 BY MS. PEREYRA:  
 24 Q Have you ever seen this letter before?  
 25 A Yes.

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1 Q And when did you obtain this letter?  
 2 A I don't remember.  
 3 Q So you stated that you had applied for a loan.  
 4 But on here the information says it's Stacy Brown.  
 5 A Yes. That's my wife.  
 6 Q Is this correct? Okay.  
 7 But the question was if you had applied for a  
 8 loan. So did you yourself apply for a loan?  
 9 A No.  
 10 Q Okay. And how did Stacy become involved in  
 11 this deal?  
 12 A In the contract, you can have an assignee. So  
 13 as long as I had the contract, I could assign it to a  
 14 different entity or corporation.  
 15 Q And how do you know that?  
 16 A It's in the contract.  
 17 Q Uh-huh. And were the Atkinsons aware of this?  
 18 A You have to ask them.  
 19 Q Well, to your knowledge, did you tell them?  
 20 A I don't know, ma'am.  
 21 Q You don't know if you told them?  
 22 A Can you repeat the question?  
 23 Q Did you tell the Atkinsons that you were  
 24 assigning the contract to Stacy Brown?  
 25 A Yes.

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1 Q When did you tell them that?  
 2 A I don't remember.  
 3 Q Okay. Do you have any documents that show  
 4 that you assigned the contract to Stacy Brown?  
 5 A Somewhere, yeah, somewhere it's in the file.  
 6 I don't have it with me.  
 7 Q Uh-huh. And when did you do that?  
 8 A I don't remember.  
 9 Q Uh-huh. And so if Stacy is the one who is  
 10 now -- this contract was assigned to, why isn't she the  
 11 one suing?  
 12 A Because I have the Purchase Agreement  
 13 contract. This is -- this all comes afterwards. So  
 14 that's why.  
 15 Q So you assigned -- but you said you assigned  
 16 the contract to her before July 31st.  
 17 A I didn't say that. I said I don't remember.  
 18 Q Well, this letter is dated July 31st, 2017;  
 19 correct?  
 20 A Yes.  
 21 Q So you had to assign it to her prior to that  
 22 date; correct?  
 23 A I don't remember.  
 24 Q Uh-huh. So I ask you again, if you assigned  
 25 it to her in order for her to get this loan, why is she

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1 not the one suing?  
 2 MR. WEINSTOCK: Objection. Calls for a legal  
 3 conclusion.  
 4 THE WITNESS: Correct.  
 5 MR. WEINSTOCK: Go ahead and answer if you  
 6 know.  
 7 THE WITNESS: I don't know. I don't know.  
 8 BY MS. PEREYRA:  
 9 Q Does Stacy know that you have a litigation  
 10 regarding this property?  
 11 MR. WEINSTOCK: Objection. Calls for  
 12 speculation.  
 13 MS. BARRAZA: You can answer.  
 14 MS. PEREYRA: Go ahead and answer it.  
 15 THE WITNESS: I can answer that?  
 16 MR. WEINSTOCK: Yes.  
 17 THE WITNESS: Oh, wow. Can you repeat the  
 18 question?  
 19 BY MS. PEREYRA:  
 20 Q The question was: Does Stacy know that you  
 21 are suing regarding this property?  
 22 A Yes.  
 23 Q How did she find out?  
 24 A I told her.  
 25 Q When did you tell her?

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1 A I don't remember.  
 2 Q So this letter says that you had supplied some  
 3 information to the company on which they based their  
 4 decision.  
 5 A Uh-huh.  
 6 Q Do you recall what information you submitted  
 7 to them?  
 8 A Whatever they asked for.  
 9 Q Okay. So did you submit an appraisal?  
 10 A Yes.  
 11 Q And when did you obtain an appraisal?  
 12 A I don't remember.  
 13 Q Would you say it was prior to them approving  
 14 this?  
 15 A I don't remember. Look in your file.  
 16 Q I'm asking you. You're here to answer  
 17 questions.  
 18 A I don't have a file. Give me your file. Let  
 19 me look at it. I'll find it in there.  
 20 Q What do you -- what do you want to find?  
 21 A I just want to look through it.  
 22 MR. WEINSTOCK: Don't get into that. That's  
 23 not relevant.  
 24 THE WITNESS: Okay.  
 25 // // //

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1 BY MS. PEREYRA:  
 2 Q So where is the appraisal? Who did the  
 3 appraisal?  
 4 A I don't remember.  
 5 Q Uh-huh. But you did have an appraisal done?  
 6 A Yes.  
 7 Q Okay. So do you have any document that proves  
 8 that you have any funds, that you had any funds for  
 9 this?  
 10 A Do you have -- what does this letter say? I  
 11 can't read that well. Maybe you can read it for me.  
 12 What does it say?  
 13 Q I'm sorry. Do you, Charles Brown, have  
 14 anything with your name on it that shows that you were  
 15 approved for financing?  
 16 A I don't remember.  
 17 Q Okay. So is your statement that this is your  
 18 proof of funds because you assigned the contract to  
 19 Stacy Brown?  
 20 A I didn't say that.  
 21 Q Okay. So what exactly is your proof of funds?  
 22 A Whatever is in the record.  
 23 Q Okay. So this is what's in the record.  
 24 A If that's what you want to rely on.  
 25 Q This is what you submitted.

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1 A Whatever is in the record.  
 2 Q Okay. So for the record, it's a letter from  
 3 Kelly Mortgage and Realty. And this is what you are  
 4 submitting as your proof of funds?  
 5 A I didn't say that. That's what you said.  
 6 Q I'm asking you because --  
 7 A I don't remember.  
 8 Q -- you said whatever is in the record.  
 9 A I don't remember.  
 10 Q Okay. Well, I'm telling you what your  
 11 attorney has supplied to us. And what your attorney  
 12 has supplied to us is this letter from Kelly Mortgage  
 13 and Realty. And this is the only thing he has supplied  
 14 for us. So we can assume that this is the only thing  
 15 that you had as proof of financing?  
 16 A I didn't say that.  
 17 Q Okay. So if you have something else, why did  
 18 you not submit that to us?  
 19 A Is that a question?  
 20 Q Yes.  
 21 A Oh. What's the question?  
 22 Q If you have other proof of financing, why did  
 23 you not submit that to us?  
 24 A That doesn't sound like a question.  
 25 Q Well, it is.

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1 A Can you ask it like it is a question, because  
 2 you're just all over the place?  
 3 Q Okay. You need to answer the question.  
 4 A It's not a question.  
 5 Q Yes, it is a question.  
 6 MR. WEINSTOCK: Charles, answer the best you  
 7 can.  
 8 THE WITNESS: Oh. I don't remember.  
 9 BY MS. PEREYRA:  
 10 Q Can you look at that letter again, please?  
 11 And the purchase price, why does it say that the  
 12 purchase price was \$250,000?  
 13 A I don't remember.  
 14 Q You don't remember why it says it was  
 15 \$250,000?  
 16 A No.  
 17 Q Is that the purchase price? Is that what the  
 18 purchase price was to be --  
 19 A No, I was purchasing it for 100,000.  
 20 Q Okay.  
 21 A Yeah, per the Purchase Agreement and Joint  
 22 Escrow.  
 23 Q So why does this say 250,000?  
 24 A Is my name on there? Oh.  
 25 Q But you agreed that you were the one who

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1 submitted the papers to the escrow person, the mortgage  
 2 consultant. Earlier you stated that you were  
 3 corresponding and talking to her on the phone.  
 4 A Talking with who? Escrow?  
 5 Q With Vedo William [sic].  
 6 A Oh.  
 7 Q So your testimony --  
 8 A It's not "Vedo." You keep saying "Vedo."  
 9 Q I was just pronouncing it the way you did.  
 10 A No, I never said that. I never said "Vedo."  
 11 Q Anyway, but earlier you stated that you  
 12 corresponded with her and that you talked to her on the  
 13 phone. So did you give her this purchase price?  
 14 A I don't remember.  
 15 Q Okay.  
 16 (Exhibit 4 marked)  
 17 MR. WEINSTOCK: Do you have a copy for me?  
 18 MS. PEREYRA: Yes.  
 19 MR. WEINSTOCK: Thank you.  
 20 BY MS. PEREYRA:  
 21 Q Have you ever seen this document before?  
 22 A Yes.  
 23 Q And can you tell me what it is?  
 24 A Ticor Title of Nevada, Preliminary Report.  
 25 Q Okay. And when did you obtain that?

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1 A I don't remember.  
 2 Q Did you know who you talked to to obtain this  
 3 document?  
 4 A I don't remember.  
 5 Q Is there anything in this report that talks  
 6 about tax liens or judgments?  
 7 A I don't know.  
 8 Q Were you aware that there was a tax lien  
 9 against the Defendants?  
 10 A Yes.  
 11 Q And how did you become aware of that?  
 12 A Public record.  
 13 Q So you found it in public records?  
 14 A No. Escrow found it.  
 15 Q Okay. Who is escrow?  
 16 A I don't know. Whoever's in the file.  
 17 Q And when did they tell you about that?  
 18 A I don't remember.  
 19 Q Was that before you signed the contract?  
 20 A I don't remember.  
 21 Q So the sales price was for 100,000. Why was  
 22 the loan amount for 125?  
 23 A I don't remember.  
 24 Q Do you know where this loan amount came from?  
 25 A I don't remember.

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1 Q I'm going to refer you to the -- it's page 7.  
 2 It says "PreliminaryReport7" at the bottom.  
 3 A Okay.  
 4 Q Do you see where it says there's a tax lien --  
 5 A Yes.  
 6 Q -- number 13 --  
 7 A Yes.  
 8 Q -- for Lavelle P. Atkinson?  
 9 A Yes.  
 10 Q Do you recall reading that before?  
 11 A Yes.  
 12 Q Okay. When was that?  
 13 A I don't remember.  
 14 Q What did you do after you found out about that  
 15 lien?  
 16 A I told Mr. and Mrs. Atkinson.  
 17 Q Okay. And what did they say?  
 18 A I don't remember.  
 19 Q Uh-huh. Did they say anything about needing  
 20 more time to complete the sale to deal with the lien?  
 21 A She advised with escrow -- myself, escrow,  
 22 Ms. Atkinson was on the phone. She advised them that  
 23 she was going to address it. And repeatedly called  
 24 her, went over her house, went to the association  
 25 meetings, talked with other neighbors. She never gave

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1 me or escrow any information that she contacted the  
 2 IRS. I sent her a letter in December of 2017. She  
 3 didn't reply to it. And --  
 4 Q You sent her a letter? You personally?  
 5 A My attorney. And she didn't reply to it. I  
 6 constantly went over her house asking, "What are we  
 7 doing? Are we moving forward with the tax, or what are  
 8 you doing?" And she never answered. So --  
 9 Q Well, what was she saying?  
 10 A "Oh, honey, oh, honey, I'm looking for some  
 11 papers." And I said to her, "Ms. Atkinson, don't need  
 12 to find no papers, everything is in the file."  
 13 Q So she made you aware that she was looking for  
 14 documents?  
 15 A She made me aware that she was not having the  
 16 documents. And then she never --  
 17 Q What do you mean by "not having the  
 18 documents"?  
 19 A She said to me that her documents was in the  
 20 property at 2315 North Decatur, and it was vandalized,  
 21 and people took all her file cabinets out of there. So  
 22 she knew she didn't have the papers. And so I told her  
 23 that this is a real easy matter, escrow can set the  
 24 funds aside and we can close the deal.  
 25 Q Did she tell you she was trying to get those

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1 documents?  
 2 A No. She said that she didn't know where the  
 3 documents was, and she don't believe she has them. And  
 4 I told her the documents are really not important  
 5 because escrow can set the funds aside and we can close  
 6 the deal. And so I asked her, was this an issue of --  
 7 Q Did -- I'm sorry. Did she agree to that?  
 8 A Yes. Yeah.  
 9 Q She agreed --  
 10 A Ms. Atkinson, Charles Brown, the escrow  
 11 company, was all on the phone together talking about  
 12 the taxes.  
 13 Q And when was that?  
 14 A I don't remember the exact date. And what  
 15 came out of that conversation --  
 16 Q Was that before or after --  
 17 MR. WEINSTOCK: Can he finish his answer, and  
 18 then you can ask the question?  
 19 THE WITNESS: I don't remember the date. But  
 20 what came out of that conversation was escrow advised  
 21 they can set the money to the side, whatever amount was  
 22 it was, and the deal can go forward and close. I went  
 23 back over their house -- I don't know -- maybe the next  
 24 day, and I said, "Is this a matter of you" -- because  
 25 if you see in the contract, it was 100,000. I said,

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1 "Is this a matter that you want the 100,000?" She  
 2 said, "Yes." Okay, I'll be back. I gave her a  
 3 promissory note.  
 4 BY MS. PEREYRA:  
 5 Q What promissory note did you give her?  
 6 A I gave her a promissory note for \$100,000, she  
 7 wanted to realize. And I gave her the promissory note.  
 8 And advised her that we can close the deal if she still  
 9 wanted the 100,000, and we will take those funds out of  
 10 my construction budget to come.  
 11 MS. PEREYRA: I'm sorry. This is Exhibit 5.  
 12 (Exhibit 5 marked)  
 13 BY MS. PEREYRA:  
 14 Q Is that what you gave her?  
 15 A Yes.  
 16 Q Who created the document?  
 17 A I don't remember who created it.  
 18 Q Okay. Why does it have "Stacy Brown" on it if  
 19 you gave it to them?  
 20 A I gave it to them.  
 21 Q Uh-huh. But it doesn't have your name on it;  
 22 correct?  
 23 A No, it doesn't, no. But I still gave it to  
 24 them. I'm the one who gave this to them.  
 25 Q And why was it not signed?

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1 A They were supposed to sign it and have it  
 2 notarized.  
 3 Q Okay. But it doesn't have Stacy Brown's or  
 4 your signature on it either; correct?  
 5 A Well, this was for the Atkinsons to execute.  
 6 Q Well, it requires both signatures; correct?  
 7 A The last page --  
 8 Q It has "Stacy Brown" and then it has an area  
 9 for -- for her to sign, and then it has an area for  
 10 Lavelle and Sheila Atkinson to sign, and then it has a  
 11 notary acknowledgment borrower, which is to be signed  
 12 by Stacy Brown.  
 13 A Uh-huh.  
 14 Q And it's not signed.  
 15 A Uh-huh. So how this was supposed to be done,  
 16 because the Atkinsons were the delayers in the process  
 17 of the purchase of this property at 2315 North Decatur,  
 18 we gave the promissory note waiting for them to execute  
 19 it. And then it was going to be turned back in to  
 20 Tigor Title, and Stacy was going to have it notarized  
 21 also and sent in. So the Atkinsons never complied with  
 22 anything from escrow. Period.  
 23 Q And -- okay. So are you saying that you were  
 24 going to -- this promissory note that you were going to  
 25 give her 100,000 on top of what they were going to get

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1 from the financing?  
 2 A No.  
 3 MR. WEINSTOCK: Objection. Assumes facts not  
 4 in evidence. You can go ahead and answer.  
 5 THE WITNESS: No. The promissory note  
 6 reads -- Ms. Atkinson advised me, when I was at her  
 7 house, she wanted \$100,000.  
 8 BY MS. PEREYRA:  
 9 Q Wasn't that what the agreement was?  
 10 A Yes. But she owed 45,000 or so in taxes. So  
 11 she says, "No, honey, I want \$100,000." So I said,  
 12 "Okay, this is how we can accommodate your \$100,000."  
 13 And that's where the promissory note originated from, a  
 14 conversation that we had.  
 15 Q So my -- but so why does it say that the  
 16 lenders are Lavelle and Sheila Atkinson?  
 17 A That's how promissory notes work.  
 18 Q So how were you going to pay them the money?  
 19 A Out of the construction budget. It's in  
 20 the -- it's clearly in the agreement.  
 21 Q Yeah, can you point to where it says that?  
 22 A No, I can't, but it's in the agreement.  
 23 Q Oh, it does say that? Uh-huh.  
 24 Can you please read that document and tell me  
 25 where it says that?

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1 A I can't read that well. Maybe you can read  
 2 it.  
 3 Q I don't -- you signed it as you prepared this.  
 4 A But people always read stuff to me. So --  
 5 Q Okay. Is your statement that you don't know  
 6 how to read?  
 7 A No.  
 8 Q You don't know how to read?  
 9 A People -- people always read contracts to me.  
 10 Q Okay. But is that because you don't know how  
 11 to read?  
 12 A No. I like them to read it to me because I  
 13 comprehend better.  
 14 Q Oh. Like you comprehend my questions?  
 15 A So if you want to read it to me, I will be  
 16 glad to listen.  
 17 (Exhibit 6 marked)  
 18 BY MS. PEREYRA:  
 19 Q Do you know what this document is?  
 20 A Yeah, I do.  
 21 Q Can you tell me what it is?  
 22 A It says, "Conditional Loan Quote." That's as  
 23 far as I know. I don't know how to read it that well,  
 24 as far as the numbers, what they mean.  
 25 Q And where did this document come from?

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1 A I don't remember.  
 2 Q When did you obtain this?  
 3 A I don't remember.  
 4 Q Did you create this document?  
 5 A No.  
 6 Q Do you know who created it?  
 7 A No.  
 8 Q So you have no idea where it came from?  
 9 A It came from escrow.  
 10 Q So your testimony is that the escrow company  
 11 created this?  
 12 A I don't know who created this, but it came  
 13 from escrow.  
 14 Q Okay. And how do you know that?  
 15 A They're a neutral third party.  
 16 Q And but your testimony is that they gave you  
 17 this? They gave this to you?  
 18 A Yes.  
 19 Q Okay. I'm going to refer you to the third  
 20 page at the bottom where it says "P Loan Document  
 21 0003."  
 22 A Uh-huh.  
 23 Q Do you see at the top where it says, "Good  
 24 Faith Estimate"?  
 25 A Yes.

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1 Q And it says -- what does it say for "Name of  
 2 Originator"?  
 3 A Nothing's there.  
 4 Q Okay. What does it say for "Originator  
 5 Address"?  
 6 A Nothing's there. Maybe this is all to be  
 7 determined.  
 8 Q Determining pending what?  
 9 A The contract, with Atkinsons signing the  
 10 contract.  
 11 Q Okay.  
 12 A So maybe this was predicated off of them, and  
 13 this is a response to be determined.  
 14 Q But this is dated August 28th. If you look on  
 15 the first page, it says, "Quote Date: August 28,  
 16 2015."  
 17 A Uh-huh. And if we look on the Purchase  
 18 Agreement --  
 19 Q They had already signed that by then; correct?  
 20 A The Purchase Agreement, yes.  
 21 Q Okay. So you just said that it was predicated  
 22 on them signing.  
 23 A No, it was -- okay -- there was a whole file  
 24 that they didn't sign. And we can stop the dance,  
 25 okay?

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1 Q That would be great.  
 2 A Yeah. Escrow -- okay -- escrow sends  
 3 something to the buyer, something to the seller. You,  
 4 as a buyer, signs certain information, turn it in to  
 5 escrow, and so does the sellers. The sellers never  
 6 signed anything or gave escrow nothing.  
 7 Q Okay.  
 8 A Okay. So, so that's what the "to be  
 9 determined" could possibly be.  
 10 Q Uh-huh. And do you know when they sent those  
 11 documents from escrow to sign -- to be signed?  
 12 A No.  
 13 Q No? How did they send them to you? Did they  
 14 send them to you by e-mail?  
 15 A I don't remember.  
 16 Can I see that paper right there?  
 17 MS. BARRAZA: No, you cannot.  
 18 THE WITNESS: Okay. Thank you.  
 19 MR. WEINSTOCK: Let's not be rude to them.  
 20 THE WITNESS: I should have brought my own  
 21 stuff, huh?  
 22 MR. WEINSTOCK: Stop.  
 23 (Exhibit 7 marked)  
 24 BY MS. PEREYRA:  
 25 Q Have you ever seen this document before?

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1 A Yeah.  
 2 Q Okay. Can you turn to page 6 of 7?  
 3 A Okay.  
 4 Q Is that your signature?  
 5 A Yes.  
 6 Q So I'm going to refer you to page 4 of 7.  
 7 A Okay.  
 8 Q Do you see where it says -- we're going to go  
 9 with Interrogatory No. 10.  
 10 A Uh-huh.  
 11 Q And I will read that for you.  
 12 "State whether you ever provided any proof of  
 13 financing to the Atkinsons."  
 14 And you said -- what was your response?  
 15 A I don't have the -- my file in front of me,  
 16 but the answer would be yes.  
 17 Q Okay. And do you recall what was provided?  
 18 A Every matter that escrow had.  
 19 Q Okay. So your testimony is that the copies of  
 20 the documents you provided in the disclosures is  
 21 everything that you provided to the Atkinsons as proof  
 22 of financing?  
 23 A They had every information.  
 24 Q And then Interrogatory No. 11, it asks you  
 25 whether you deposited any money into escrow. And you

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1 stated that, yes, on August 21st, that you deposited  
 2 the money to the escrow company account at Wells Fargo  
 3 Bank.  
 4 Which Wells Fargo Bank did you deposit that  
 5 into?  
 6 A I don't remember.  
 7 Q Okay. Was it here in Las Vegas?  
 8 A I don't remember. The file -- let the file  
 9 bear witness that it's in escrow.  
 10 Q Did you deposit 10,000?  
 11 A I don't remember what was deposited. Let the  
 12 record reflect whatever it was, it's whatever's in the  
 13 record. Escrow has it.  
 14 Q Uh-huh. Did you get any proof of that  
 15 deposit?  
 16 A Yes. Escrow has it.  
 17 Q But did they give you anything?  
 18 A Yes.  
 19 Q What did they give you?  
 20 A A receipt.  
 21 Q Okay. Do you have that receipt?  
 22 A No, ma'am.  
 23 Q What did you do with that receipt?  
 24 A I don't remember.  
 25 Q Do you know who Keith Harper is?

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1 A Yes.  
 2 Q Who is he?  
 3 A He's the appraiser.  
 4 Q Okay. When did you contact him?  
 5 A I don't remember. Let the record reflect  
 6 whatever is in the record.  
 7 Q How did you pick Keith Harper as your  
 8 appraiser?  
 9 A I just Googled.  
 10 Q Did you go to his office?  
 11 A No, not that I remember.  
 12 Q How did you contact him?  
 13 A I don't remember.  
 14 Q How did you obtain the appraisal from him?  
 15 A I don't remember.  
 16 Q How much did the appraisal cost you?  
 17 A I don't remember.  
 18 Q Did you pay anything for it?  
 19 A Yeah.  
 20 Q You did?  
 21 On Interrogatory No. 13, if you can look at  
 22 page 4 of 7 --  
 23 A Uh-huh.  
 24 Q It says, Interrogatory No. 13, "Please state  
 25 whether you knew that there was an IRS lien on the

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1 property at issue."  
 2 And on the next page, your answer -- and then  
 3 state when you -- I'm sorry. I'm going to go back to  
 4 the question.  
 5 "State whether you knew that there was an IRS  
 6 lien on the property at issue. If you answer yes,  
 7 please state the following: When you learned there was  
 8 a lien on the property; who informed you of the lien;  
 9 and what you did after learning there was a lien on the  
 10 property."  
 11 Your response was, "I learned of the IRS lien  
 12 the day the Defendants were supposed to sign to close  
 13 the deal on or about September 24th, 2017."  
 14 Is that correct?  
 15 A As best I can remember, yes.  
 16 Q Okay. And then it states that you learned  
 17 about the lien from the title report.  
 18 A Correct.  
 19 Q And the title report is dated August 21st,  
 20 2017. So are you saying that you did not receive the  
 21 title report until September 24th?  
 22 A I don't remember.  
 23 Q What did the property appraise for?  
 24 A I don't remember. Whatever is on the  
 25 appraisal.

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1 Q On page 5 of 7, Interrogatory No. 14 --  
 2 A Uh-huh.  
 3 Q -- it states, "State in detail how you  
 4 sustained the damages you allege in your Complaint."  
 5 And your answer is, "I had agreed to buy the  
 6 house for \$100,000, the appraisal was \$250,000. The  
 7 damages are \$150,000. In addition" -- I'm sorry.  
 8 Were you planning to sell the property and  
 9 make that 150 as a profit?  
 10 MR. WEINSTOCK: Objection. Calls for  
 11 speculation.  
 12 MS. PEREYRA: I'm asking him. I'm not  
 13 speculating.  
 14 MR. WEINSTOCK: You're speculating that it's  
 15 going to be profit.  
 16 MS. PEREYRA: Well, it wouldn't be a loss.  
 17 MR. WEINSTOCK: It could also be a break-even,  
 18 and it could be a loss.  
 19 BY MS. PEREYRA:  
 20 Q Okay. Were you -- go ahead and answer.  
 21 A I don't remember.  
 22 Q Okay. And then it says, "In addition, I  
 23 bought paint, carpet, tile, yard equipment which was in  
 24 the house, totaling \$2,000 when the house was burnt."  
 25 The house was burnt?

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1 A Yes.

2 Q When was it burnt?

3 A I don't know.

4 Q Do you know what caused the fire?

5 A No.

6 Q How did you find out about the fire?

7 A One of the neighbors called and told me.

8 Q Oh, really? Which neighbor was that?

9 A I don't remember which one it was. I'm in  
10 communications with quite a few of the neighbors.

11 Q Oh, really? Can you tell me who?

12 A I don't remember who it was.

13 Q Who are you in communication with, though?

14 A There's quite a few of them.

15 Q And what do you communicate with them about?

16 A Oh, what happened in the neighborhood.

17 Q Uh-huh. Do you live around the neighborhood?

18 A I've already answered that question.

19 Q Well, you didn't give your -- where you live.  
20 You said you live in a mobile home.

21 A I told you I live in a mobile home.

22 Q Right.

23 A Yeah, so, I'm at different locations.

24 Q So do you park your mobile home around the  
25 neighborhood?

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1 A Different locations.

2 Q Uh-huh. What are the names of the neighbors  
3 that you talked to?

4 A I don't remember.

5 Q You don't remember any of their names?

6 A No. Only the lady next door named Joyce. No,  
7 that's her last name. I think her name is Suzanne.

8 She lives right next door.

9 Q Uh-huh. And --

10 A And you can find out.

11 Q And what do you talk to her about?

12 A Oh, just what happened in the neighborhood.

13 Q Did you contact any other neighbors about  
14 today's deposition?

15 A I don't remember.

16 Q You don't remember if you contacted anyone --

17 A No.

18 Q -- and told them --

19 A I don't remember.

20 Q Okay. So which neighbor called you and told  
21 you about the fire?

22 A I don't remember.

23 Q Why do you think they would call you and tell  
24 you about the fire?

25 MR. WEINSTOCK: Objection. Calls for

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1 speculation.

2 BY MS. PEREYRA:

3 Q Answer it.

4 A Oh. They knew I was going to buy the  
5 property.

6 Q Okay. But they knew you didn't own the  
7 property?

8 A They knew that I was in escrow with the  
9 Atkinsons to buy the property, a lot of the neighbors.

10 Q Did you ever represent to anyone that you  
11 owned the property?

12 A No. Only that I was in escrow to buy it. And  
13 if you need a little more on that, you can go to the  
14 association meeting that happened and talk with all the  
15 neighbors.

16 Q How often do you go to the association?

17 A I only went once. Want to know where it was  
18 at?

19 MR. WEINSTOCK: Don't volunteer.

20 BY MS. PEREYRA:

21 Q What happened at that meeting that you went  
22 to?

23 A I don't remember.

24 Q Your memory is very lucid about specific  
25 facts.

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1 MR. WEINSTOCK: Objection. That's  
2 argumentative.

3 BY MS. PEREYRA:

4 Q So this \$2,000 that you're claiming in  
5 damages, do you have the receipts for any of this --

6 A Yes.

7 Q -- stuff?

8 Okay. Can you produce those?

9 A Yes.

10 Q Okay. If you can please provide them to  
11 counsel?

12 What type of carpet did you purchase?

13 A It was commercial carpet. It was tile,  
14 carpet, paint, and the other stuff that I have in  
15 there.

16 Q It wasn't what belonged to the Atkinsons  
17 because they owned --

18 A No.

19 Q -- a flooring shop?

20 A No.

21 MR. WEINSTOCK: Objection. Assumes facts not  
22 in evidence.

23 BY MS. PEREYRA:

24 Q So you're stating that you -- this was your  
25 stuff?

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1 A Yes.

2 Q And so what type of carpet was it?

3 A It was just carpet. Carpet.

4 Q Was it high brand? What type of brand was it?

5 A Oh, I don't remember. It was just carpet,

6 paint, tile, some other outdoor stuff.

7 Q Uh-huh. What type of tile was it?

8 A I don't remember. It was just tile.

9 Q Uh-huh. Was it indoor or outdoor tile?

10 A I don't recall.

11 Q How much of it was there?

12 A A lot. I don't recall exactly how much.

13 Q Like, how much square footage was there?

14 A I don't remember.

15 Q Was there ever an incident on that property

16 for which the police was called?

17 A Oh, several times.

18 Q Okay. And did it involve you?

19 A Didn't involve me. But what happened was,

20 some people broke into the property. The neighbors

21 knew that I was in escrow, so they called me. And one

22 of the guys who would go over there and clean up --

23 like, people would leave car parts and break in -- he

24 was in the area, he went over there. So we got that

25 police information. And on a couple of other

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1 occasions, one time I was there and somebody broke in.

2 I was passing by. And I called the police, and they

3 came out. So probably, maybe three times. But I do

4 have a record of the dates and the reports. I don't

5 have it with me, though. But it's public record.

6 Q Was there any report ever filed against you?

7 A No.

8 Q Or anybody associated with you?

9 A No. Not that I know of.

10 Q And the police have never interrogated you?

11 A No.

12 (Exhibit 8 marked)

13 BY MS. PEREYRA:

14 Q Have you ever seen this document?

15 A No, I never seen this document.

16 Q This document was provided to your attorney.

17 Can you turn to page 2 of the report?

18 MR. WEINSTOCK: For the record, I don't recall

19 ever receiving it. But I'm not saying I didn't. I

20 just personally have not seen it.

21 MS. PEREYRA: It was on the 16.1 disclosures.

22 MR. WEINSTOCK: Okay.

23 THE WITNESS: Oh, okay, yeah, this is when I

24 went over there to get some of the stuff that I told

25 you that I had. So I --

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1 BY MS. PEREYRA:

2 Q So now you do recall this incident?

3 A I remember being at the property, and I

4 remember being in the white truck. And I went and got

5 some of the stuff that I had in the property. Yeah.

6 Q Do you recall talking to the police about

7 this?

8 A No. Not at all.

9 Q Okay. Do you recall making any contact with

10 Teresa Lang?

11 A No. I don't know who that lady is.

12 Q Okay. Do you recall anybody with you

13 threatening her?

14 A No. This is the first information as it

15 relates to this that I know about.

16 Q If you'll turn to the page where it says

17 "Bates #13"?

18 A Number?

19 Q 13.

20 A Page number -- okay.

21 Q At the bottom, 13.

22 A Let me see here --

23 MR. WEINSTOCK: This page right there.

24 THE WITNESS: This one says 12. Okay.

25 /////

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1 BY MS. PEREYRA:

2 Q Is that you in that photograph?

3 A Yeah, yeah, that's me. That's correct.

4 Q So what did you do after you learned that

5 there was a fire on the property?

6 A Oh, it was weeks and weeks and I waited, and

7 then I just decided to go and get --

8 Q I'm sorry. It was weeks and weeks from what?

9 A Weeks and weeks after this fire.

10 Q That you learned of it?

11 A No, no, no. I learned of the fire -- I don't

12 remember exactly when. But this was weeks and weeks,

13 maybe even months and months afterwards. And it seemed

14 like we wasn't going to get this deal closed. So I

15 said, hey, you know, contact Mr. and Mrs. Atkinson and

16 told them I was going to get the stuff that I had out

17 of the property. And Mr. Ed Atkinson asked me, did I

18 need his help? I said no. And I went -- and then the

19 stuff you can see on the truck, you can see it's a base

20 for a hammock. It's some chairs that the soot was

21 easily to be removed. So that's the stuff. The other

22 stuff I left in there.

23 Q So my question was about the fire. So you

24 don't remember when you found out. But what did you do

25 after you found out about the fire?

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1 A I called Mr. and Mrs. Atkinson.  
 2 Q Okay. Did you talk to them?  
 3 A Yeah.  
 4 Q And what did they say?  
 5 A That it was a terrible fire.  
 6 Q And then did you say anything else?  
 7 A No. No.  
 8 Q Was your intent to go forward with purchasing  
 9 the building after it had burned?  
 10 A Yes. I still wanted to purchase it.  
 11 Q Okay. And did you tell them that?  
 12 A Yes.  
 13 Q Did you want to make any changes to the terms  
 14 of the agreement as the result of the fire?  
 15 A We didn't talk about that. I just told them  
 16 that I still was interested in acquiring the property.  
 17 Q So you were going to go ahead and buy it for  
 18 100,000?  
 19 MR. WEINSTOCK: Objection. Assumes facts not  
 20 in evidence and misstates his testimony.  
 21 THE WITNESS: Yeah, what I told them was, I  
 22 would still be interested in buying the property.  
 23 BY MS. PEREYRA:  
 24 Q Okay. But you didn't discuss changing the  
 25 terms and --

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1 A No. We didn't talk any of that because she  
 2 just was pressing her husband that they had to go  
 3 somewhere. And I said, "Well, okay, we'll get together  
 4 and we'll talk about it, but I still would be  
 5 interested." So it was a phone call. She called me  
 6 one day and asked me to come over their house when I  
 7 got back in town, because she knew I was out of town.  
 8 My brother had passed. And she was condoling [sic] me  
 9 and just, you know, giving me just information, because  
 10 her son had passed. And we were just having a mutual  
 11 conversation. She was uplifting me, and said, you  
 12 know, "When you get in town, just come over. You don't  
 13 even have to call, just come over." And so I said,  
 14 "Okay." I did. And then I had told her that this  
 15 project was going to be with the help of my brother who  
 16 passed away. He was going to help restore the property  
 17 and do some other stuff.  
 18 Q What's your brother's name?  
 19 A It's Bill. His name is Bill. I don't want to  
 20 talk about him, though.  
 21 Q Uh-huh.  
 22 A And she --  
 23 Q Was he investing in your property?  
 24 A No. And she was telling me about how her son  
 25 passed away, and I'll get through it. She was just

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1 telling me it was hard for her, and we'll get through  
 2 it. And that was the extent of it. It wasn't even  
 3 about the property. It was just a friendly exchange of  
 4 conversation. It wasn't -- it didn't have nothing to  
 5 do with this. It was just, "If you need to talk with  
 6 me, if you need to see me, I'm here for you." That's  
 7 what it was. It didn't have nothing to do with the  
 8 property.  
 9 Q Uh-huh. When did your brother pass?  
 10 MR. WEINSTOCK: Objection.  
 11 THE WITNESS: I don't remember. I don't want  
 12 to talk about him.  
 13 BY MS. PEREYRA:  
 14 Q Well, I'm sorry. You were bringing it up. I  
 15 thought that might help you with a time reference.  
 16 A No, no. I don't want to talk about him.  
 17 Q So you never discussed paying them 35,000 for  
 18 the property after it burned?  
 19 A No. I told them -- I said if they wanted to  
 20 sit down and talk about it, I would be interested in  
 21 buying the property still. And I said the way that  
 22 it's damaged, it's probably not worth more than 35,000,  
 23 maybe they want to sit down, we can go from there. But  
 24 there wasn't no contract. We didn't have no solid  
 25 contract as it related to that. And I didn't --

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1 Q And how did you know how much damage there was  
 2 to the property?  
 3 A I didn't. I don't know right now today.  
 4 Nobody's went in there, other than the area that I got  
 5 my -- the area that my furniture was in -- it's a lot  
 6 of rooms in there, so the fire was on one part, and I  
 7 just was able to get my stuff that was right by the  
 8 door. So I don't know what kind of damage it was. But  
 9 the property was in bad shape before I even made an  
 10 offer on it.  
 11 Q So how do you know it was worth 35,000?  
 12 MR. WEINSTOCK: Objection. Offers of  
 13 settlement are not admissible.  
 14 THE WITNESS: Yeah, I don't know what it's  
 15 worth.  
 16 MS. PEREYRA: I never said it was an offer of  
 17 settlement. I just threw out an amount.  
 18 MR. WEINSTOCK: Well, it was something I  
 19 communicated to you.  
 20 MS. PEREYRA: I never said on the record that  
 21 it was.  
 22 BY MS. PEREYRA:  
 23 Q I'm sorry. Can you answer my question?  
 24 A Can you repeat the question?  
 25 Q How did you know it was worth 35,000?

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1 A I don't know what it's worth.  
 2 Q Okay. How did you know it was worth 100,000?  
 3 How did you guys agree to that?  
 4 A That's what they -- that's what Mr. and Mrs.  
 5 Atkinson told me when I went over their house and was  
 6 talking with them about the property. Mr. Atkinson  
 7 says, "Hey, wow, you know we just, me and my wife just  
 8 said we was going to sell it, and we want 100,000."  
 9 That's how that number came up.  
 10 Q And what do you plan to do with the property  
 11 if they do go through with it now?  
 12 A I'm going to restore it. I'm going to restore  
 13 the property, and I'd like to move in it, if possible.  
 14 Q Can you prove that you have the funds to buy  
 15 the property right now?  
 16 A Yeah.  
 17 Q What kind of proof do you have?  
 18 A You already have all the proof in the contract  
 19 there.  
 20 Q So basically just whatever is in here is the  
 21 only proof that you have?  
 22 A Correct.  
 23 Q There's nothing outside of this that shows  
 24 that you have any other form of financing?  
 25 MR. WEINSTOCK: Objection. Relevance.

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1 THE WITNESS: Can you rephrase that question?  
 2 Make it simple.  
 3 BY MS. PEREYRA:  
 4 Q Other than what you've given -- that we've  
 5 shown you today -- you understand that part --  
 6 A Yes.  
 7 Q -- do you have any other form of financing  
 8 available?  
 9 A Yes.  
 10 Q What is that?  
 11 A Other investors I could call.  
 12 Q But you don't know that for sure?  
 13 A I know that for certain.  
 14 Q Do you know that for certain?  
 15 A Uh-huh.  
 16 Q And how do you know that?  
 17 A They're investors.  
 18 Q Have you talked to them about this property  
 19 before?  
 20 A I've talked to several investors about this  
 21 property, yes.  
 22 Q And who is that? What are their names?  
 23 A I don't have their names right here. But the  
 24 monetary part of the acquisition, this asset, would be  
 25 not a problem.

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1 Q Okay. Can you prove that on -- I'm going to  
 2 refer you back to the Purchase Agreement.  
 3 A Okay. What -- I didn't understand.  
 4 Q Just so -- the Purchase Agreement, page 1 --  
 5 A Purchase Agreement, page 1.  
 6 Q Page 1. Do you see clause number 1 --  
 7 A Yes.  
 8 Q -- where it says "Purchase Price"?  
 9 A Yes.  
 10 Q And it says, "The total purchase price of the  
 11 property paid by the purchaser to seller should be in  
 12 and amount of \$100,000 payable in cash."  
 13 A Yes.  
 14 Q Do you have any proof that you had cash at the  
 15 time?  
 16 A Yes, it was in escrow.  
 17 Q The \$100,000?  
 18 A Yes.  
 19 Q So is that money still in escrow?  
 20 A It's not still in escrow, but it's still  
 21 available.  
 22 Q So you deposited \$100,000 into escrow?  
 23 A No.  
 24 Q Okay.  
 25 A \$100,000 was put in escrow for the purchase of

Page 84

1 2315 North Decatur from an investor.  
 2 Q Okay. And who was the investor?  
 3 A I -- I don't remember. I don't have that  
 4 information. It's in -- it's -- let the record show  
 5 the proof. It's in escrow.  
 6 Q Okay. But you haven't provided those  
 7 documents.  
 8 A Yes, the documents have been provided.  
 9 Q To whom?  
 10 A To Atkinsons.  
 11 Q When did you provide those documents?  
 12 A I don't remember.  
 13 Q How did you provide those documents?  
 14 A They were mailed to them, and I physically  
 15 gave them to them.  
 16 Q And did you personally mail them, or who  
 17 mailed them?  
 18 A Escrow mailed them, I mailed them, and I  
 19 physically gave them a copy.  
 20 Q And you're saying that those documents reflect  
 21 that you deposited 100,000 into escrow?  
 22 A No, no, I didn't say that. I said there was  
 23 \$100,000 in escrow to buy this property from an  
 24 investor.  
 25 Q Do you have any proof of mailing?

Page 85

1 A No. I don't -- maybe --

2 Q Do you have a copy of those documents?

3 A Which documents?

4 Q The ones that you're claiming you mailed to

5 the Atkinsons and that you gave them, you

6 hand-delivered to them that shows that an investor

7 deposited \$100,000 into escrow.

8 A Could you repeat the question?

9 Q Do you have any proof or a copy of the

10 documents?

11 A It's all in escrow.

12 Q But why -- why haven't those documents been

13 provided to me, to us, the counsel?

14 MR. WEINSTOCK: They're in these documents.

15 It shows that there was \$100,000 available in escrow.

16 MS. PEREYRA: Where does it say that? What

17 documents show that?

18 THE WITNESS: Let's go back.

19 BY MS. PEREYRA:

20 Q Yes, if you can please point to me where

21 there's anything from an escrow company showing that

22 there was any money --

23 A The money in question came from the loan

24 officer who -- this is a Conditional Loan Quote for

25 125,000, Exhibit No. 6.

Page 86

1 Q But that's the loan. You would agree that

2 that's for a loan?

3 A Yeah, but the money was in escrow. Okay. And

4 also, you have -- you gave me another paper --

5 Q They have the exhibits at the top, if you want

6 to, the exhibit number, if you want to reference that

7 for the record.

8 A Okay. That was Exhibit No. 6 right there.

9 And you gave me -- "Congratulations, you are

10 pre-approved." This is Exhibit No. 3.

11 Q So, again, you are -- these are all loan

12 financing records, records for a loan under --

13 A The loan was already approved. So --

14 Q But there was no cash?

15 A The cash was in escrow. That's --

16 Q So it is your statement today that 100,000 was

17 deposited into escrow?

18 A My statement is that the purchase amount of

19 money was in escrow to give to Atkinsons for this

20 property. They did not perform. They did not sign any

21 papers and send them back to escrow and/or title, and

22 they didn't go to the appointment. And I made it real

23 easy for them to go to Ticor Title. Okay. I requested

24 that it doesn't be too far from their address. I said,

25 to escrow, "Can you make this easy for them?"

Page 87

1 Q So they never signed the escrow documents?

2 A They signed the --

3 Q They never entered --

4 A -- Purchase Agreement.

5 Q -- into escrow?

6 A They signed the Purchase Agreement and Escrow

7 Instructions. They did not sign the additional

8 paperwork from escrow.

9 Q Do you have anything in writing from any of

10 your investors saying that they're --

11 A It's all in escrow. The proof of funds, the

12 proof to have the ability to purchase the property --

13 all that was in escrow.

14 Q Okay. And who was the name of the escrow

15 company again?

16 A I don't remember.

17 Q Okay. And did you provide the seller proof of

18 these funds?

19 A Yes.

20 Q And when was that?

21 A I don't remember.

22 Q Could it have been July 20th?

23 A What are you reading from?

24 Q I'm reading from the agreement.

25 A Which agreement?

Page 88

1 Q The Purchase Agreement.

2 A It could be.

3 Q Okay. And how did you provide them with this

4 information again?

5 A Which information?

6 Q With written verification of your -- that you

7 had cash --

8 A It was mailed to them, and I personally

9 delivered it to them.

10 Q Okay.

11 A And I want to say it was faxed --

12 MR. WEINSTOCK: Don't.

13 BY MS. PEREYRA:

14 Q Is there anything else you want to add?

15 (Witness and counsel confer)

16 THE WITNESS: Okay.

17 MS. PEREYRA: Okay. Well, this concludes all

18 of my questions.

19 MR. WEINSTOCK: Okay.

20 THE WITNESS: Okay.

21 (Thereupon, the deposition concluded at 4:38 p.m.)

22

23

24

25

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA )  
3 ) ss:  
4 COUNTY OF CLARK )

5 I, Mary Cox Daniel, a Certified Court  
6 Reporter licensed by the State of Nevada, do hereby  
7 certify:

8 That I reported the deposition of  
9 CHARLES BROWN, commencing on Monday, November 19, 2018,  
10 at 2:36 p.m.

11 That prior to being examined, the  
12 witness first duly swore or affirmed to testify to the  
13 truth, the whole truth, and nothing but the truth; that  
14 I thereafter transcribed my said shorthand notes into  
15 typewriting and that the typewritten transcript is a  
16 complete, true and accurate record of testimony  
17 provided by the witness at said time.

18 I further certify (1) that I am not a  
19 relative or employee of an attorney or counsel of any  
20 of the parties, nor a relative or employee of any  
21 attorney or counsel involved in said action, nor a  
22 person financially interested in the action, and (2)  
23 that pursuant to Rule 30(e), transcript review by the  
24 witness was not requested.

25 IN WITNESS WHEREOF, I have hereunto set  
my hand in my office in the County of Clark, State of  
Nevada, this 26th day of November, 2018.

\_\_\_\_\_  
MARY COX DANIEL, CCR 710, FAPR, RDR, CRR

# **EXHIBIT 5**

# **EXHIBIT 5**

## PROMISSORY NOTE

**Borrower:** STACY BROWN of 3172 N. RAINBOW BLVD. #330 LAS VEGAS, NV  
89108 (the "Borrower")

**Lender:** LAVELLE AND SHIELA ATKINSON of 5288 AUBURN, LAS VEGAS,  
NV 89108 (the "Lender")

**Principal Amount:** \$100,000.00 USD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$100,000.00 USD, without interest payable on the unpaid principal.
2. This Note is repayable within 30 day(s) of the Lender providing the Borrower with written notice of demand.
3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.
4. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Lender in enforcing this Note as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.
5. This Note is given to secure the payment of the purchase price of the following security (the 'Security'): 2315 N. DECATUR LAS VEGAS, NV.
6. Title to the Security will be transferred to the Borrower at execution of this Note. The Lender will retain a vendors' lien in the Security and the Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect a seller's security interest in the Security.
7. If the Borrower defaults in payment after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

- 8. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
- 9. This Note will be construed in accordance with and governed by the laws of the State of Nevada.
- 10. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.
- 11. BUYER, STACY BROWN, PROMISES TO PAY TO SELLERS, LAVELLE AND SHIELA ATKINSON, A TOTAL SUM OF \$100,000 FOR THE PURCHASE OF THE SUBJECT PROPERTY 2315 N. DECATUR, LAS VEGAS, NV. AN INTIAL PAYMENT WILL COME AT THE CLOSE OF THE CURRENT ESCROW IN AN AMOUNT TO BE DETERMINED AT OR BEFORE CLOSING. THE BALANCE DUE WILL BE PAID BY THE BUYER FROM BUYER CONSTRUCTION BUDGET ONCE THAT IS ACQUIRED BY THE BUYER. BUYER WILL HAVE 30 DAYS AFTER RECEIPT OF CONSTRUCTION BUDGET TO PAY THE DETERMINED REMAINING BALANCE SO THAT SELLERS TOTAL COMPENSATION RECEIVED FOR THIS TRANSACTION TOTALS \$100,000.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**SIGNED, SEALED, AND DELIVERED**  
 this \_\_\_\_\_ day of \_\_\_\_\_,  
 \_\_\_\_\_.

\_\_\_\_\_ ]  
 STACY BROWN

**SIGNED, SEALED, AND DELIVERED**  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_ ]  
LAVELLE AND SHIELA ATKINSON

**NOTARY ACKNOWLEDGMENT - BORROWER**

STATE OF NEVADA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, STACY BROWN personally appeared before me, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that STACY BROWN appears to be of sound mind and under no duress, fraud, or undue influence.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT - LENDER**

STATE OF NEVADA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, LVELLE AND SHIELA ATKINSON personally appeared before me, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that LVELLE AND SHIELA ATKINSON appears to be of sound mind and under no duress, fraud, or undue influence.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# **EXHIBIT 6**

# **EXHIBIT 6**

**LAW OFFICE OF DAN M. WINDER, P.C.**

**3507 W. Charleston, Blvd.  
Las Vegas, Nevada 89102  
Telephone: (702) 474-0523  
Fax: (702) 474-0631**

December 6, 2017

Mr. Lavelle P. Atkinson and Ms. Sheila Atkinson  
5288 Auburn  
Las Vegas, NV 89108-3008

**Re: Property at 2315 N. Decatur  
Parcel No. 138-24-511-034**

Dear Mr. & Mrs Atkinson:

Please be advised that this office represents Mr. Charles Brown, the purchaser of the above referenced property. On July 20, 2017 you signed the Purchase Agreement and Joint Escrow Instructions documenting the sale of the property. Unfortunately, for reasons unknown the sale of the property has not closed as of this date.

Consider this letter to be a formal demand upon you to finalize the closure of the sale of the property. As a concession to you, at Mr. Brown's insistence, we will allow you until Saturday, December 30, 2017 by 12:00 noon to close on the sale of this property. Normally we would insist on closure within 10 (ten) days of the date of this letter, but Mr. Brown has graciously extended that time. However, if this sale is not finalized and closed prior to December 30, 2017 this office will proceed with litigation to protect Mr. Brown's interest. This action may well include seeking specific performance of the agreed to sale, and also damages, court costs and attorneys fees, as allowable under Nevada law. Therefore, it is imperative that you give this matter your immediate attention.

If you, or your legal counsel, if any, wish to discuss this matter further please feel free to contact me at your convenience. I shall await your prompt response.

Very truly yours,



Arnold Weinstock, Esq.

AW/slm  
Enclosure  
cc: Charles Brown  
file

# **EXHIBIT 7**

# **EXHIBIT 7**



OASIS

REPORTING SERVICES

400 South Seventh Street, Suite 400, Box 7, Las Vegas, NV 89101  
702-476-4500 | [www.oasisreporting.com](http://www.oasisreporting.com) | [info@oasisreporting.com](mailto:info@oasisreporting.com)

COURT REPORTING | NATIONAL SCHEDULING | VIDEOCONFERENCING | VIDEOGRAPHY

DISTRICT COURT  
CLARK COUNTY, NEVADA

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LAVELLE P. ATKINSON, SHEILA )  
ATKINSON, individuals, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
CHARLES BROWN, an individual; )  
STACY BROWN, an individual; )  
LAW OFFICE OF DAN M. WINDER, )  
P.C., a domestic professional )  
corporation; DAN M. WINDER, )  
an individual; DOES I through )  
X; and ROE CORPORATIONS I )  
through X, inclusive, )  
 )  
Defendants. )

CASE NO. A-19-804902-C  
DEPT. NO.: 26

VIDEOCONFERENCE DEPOSITION OF ARNOLD WEINSTOCK  
Taken on Friday, December 4, 2020, at 2:00 p.m.  
By a Certified Court Reporter  
Remotely in Las Vegas, Nevada

REPORTED BY: PEGGY S. ELIAS, RPR  
Nevada CCR No. 274 - California CSR No. 8671



|   |  |   |
|---|--|---|
| 2 | <p>1 APPEARANCES OF COUNSEL</p> <p>2</p> <p>3 For the Plaintiffs:</p> <p>4 ADRIANA PEREYRA, ESQ.</p> <p>5 Integrity Law Firm</p> <p>6 819 South Sixth Street</p> <p>7 Las Vegas, Nevada 89101</p> <p>8 702.202.4449</p> <p>9 702.947.2522 Fax</p> <p>10 adriana@integritylawnv.com</p> <p>11</p> <p>12 For the Plaintiffs:</p> <p>13 DANIELLE J. BARRAZA, ESQ.</p> <p>14 Maier Gutierrez &amp; Associates</p> <p>15 8816 Spanish Ridge Avenue</p> <p>16 Las Vegas, Nevada 89148</p> <p>17 702.629.7900</p> <p>18 702.629.7925 Fax</p> <p>19 djb@mgalaw.com</p> <p>20</p> <p>21 For the Defendants Dan M. Winder and Law Office of</p> <p>22 Dan M. Winder, P.C.:</p> <p>23 ARNOLD WEINSTOCK, ESQ.</p> <p>24 Law Office of Dan M. Winder, P.C.</p> <p>25 3507 West Charleston Boulevard</p> <p>Las Vegas, Nevada 89102</p> <p>702.474.0523</p> <p>702.474.0631 Fax</p> <p>winderdanatty@aol.com</p>   | 4 |
| 3 | <p>1 INDEX OF EXAMINATION</p> <p>2 WITNESS: ARNOLD WEINSTOCK</p> <p>3 EXAMINATION PAGE</p> <p>4 By Ms. Barraza 6</p> <p>5</p> <p>6 INDEX TO EXHIBITS</p> <p>7 EXHIBIT DESCRIPTION PAGE</p> <p>8 Exhibit 2 Agreement to Employ Attorney, 29</p> <p>9 8/10/17</p> <p>10 Exhibit 3 Agreement to Employ Attorney, 33</p> <p>11 8/21/17</p> <p>12 Exhibit 5 Affidavit of Keith Harper 73</p> <p>13 Exhibit 8 Affidavit of Joyce Mack 95</p> <p>14 Exhibit 13 Letter, Weinstock to Atkinsons, 46</p> <p>15 12/6/17</p> <p>16 Exhibit 15 Complaint 65</p> <p>17 Exhibit 17 Plaintiff Brown's First 77</p> <p>18 Supplement to Initial Disclosures</p> <p>19 Exhibit 18 Supplemental Exhibits to 82</p> <p>20 Plaintiff's Opposition to</p> <p>21 Defendants' Motion for Summary</p> <p>22 Judgment and Plaintiff's</p> <p>23 Counter-Motion for Summary Judgment</p> <p>24 Exhibit 19 Time Matters Log 86</p> <p>25 Exhibit 20 Notice of Lis Pendens 67</p> <p>Exhibit 21 Amended Notice of Lis Pendens 69</p> <p>Exhibit 25 Order of Reinstatement 10</p> <p>Exhibit 26 Defendant Winder's Response to 11</p> <p>Plaintiff Lavelle P. Atkinson's</p> <p>First Requests for Admission</p> | 5 |

6

1 all counsel.  
 2 We will begin appearances with the noticing  
 3 attorney.  
 4 MS. BARRAZA: Hi. Good afternoon. Danielle  
 5 Barraza on behalf of the plaintiffs. We have no  
 6 objection.  
 7 MR. WEINSTOCK: This is Arnold Weinstock, Bar  
 8 No. 810. I am the -- I represent the defendants in  
 9 this action, and I am also the person being deposed,  
 10 and I have no objection.  
 11 Whereupon,  
 12 ARNOLD WEINSTOCK,  
 13 having been first duly sworn to testify to the truth,  
 14 the whole truth, and nothing but the truth, was  
 15 examined and testified as follows:  
 16 EXAMINATION  
 17 BY MS. BARRAZA:  
 18 Q. Good afternoon.  
 19 Could you please state and spell your last  
 20 name for the record.  
 21 **A. First name is Arnold. Last name is**  
 22 **Weinstock, W-e-i-n-s-t-o-c-k.**  
 23 Q. Have you ever had your deposition taken  
 24 before?  
 25 **A. One time, yes.**

7

1 Q. And how long ago?  
 2 **A. 28 years ago. 29 years ago.**  
 3 Q. And what was that involving?  
 4 **A. It was a lawsuit that I was involved in.**  
 5 Q. Were you named as a defendant in that  
 6 lawsuit?  
 7 **A. No.**  
 8 Q. Were you named as a plaintiff?  
 9 **A. Yes.**  
 10 Q. Okay. What was the topic of that lawsuit?  
 11 **A. It was an automobile accident.**  
 12 Q. Okay. Have you ever been deposed in any  
 13 other kind of cases?  
 14 **A. Not deposed, no.**  
 15 Q. Okay. Have you ever given testimony in any  
 16 other cases?  
 17 **A. Yes.**  
 18 Q. Okay. Which cases?  
 19 **A. Criminal postconviction relief hearings in**  
 20 **court.**  
 21 Q. Anything else?  
 22 **A. Not that I can recall.**  
 23 Q. All right. Are you currently on any  
 24 medications that would affect your ability to give  
 25 testimony today?

8

1 **A. No.**  
 2 Q. Is there any other reason why you won't be  
 3 able to give me full, complete, and truthful answers to  
 4 the questions today?  
 5 **A. No.**  
 6 Q. All right. How long have you lived in  
 7 Nevada?  
 8 **A. 58 -- oh, no. 60- -- 62 years.**  
 9 Q. Do you currently own your home?  
 10 **A. No.**  
 11 Q. Okay. Do you rent?  
 12 **A. Yes.**  
 13 Q. All right. How long have you resided where  
 14 you currently reside?  
 15 **A. 12 years.**  
 16 Q. Do you have any felony convictions?  
 17 **A. No.**  
 18 Q. Have you ever been charged with any crimes  
 19 related to truthfulness?  
 20 **A. No.**  
 21 Q. Have you ever been admonished regarding lack  
 22 of candor with the court?  
 23 **A. No.**  
 24 Q. Okay. Can you briefly go through your  
 25 educational qualifications.

9

1 **A. I grew up here in Las Vegas. I graduated**  
 2 **Valley High School in 1974. Went to UNLV. Graduated**  
 3 **with a degree in hotel administration in 1978. Went to**  
 4 **Southwestern University School of Law in Los Angeles**  
 5 **and went into the two-year program they had. Going**  
 6 **there I graduated from law school in 1980 and passed**  
 7 **the Nevada Bar in 1980.**  
 8 Q. Okay. And from that point forward, have you  
 9 solely been practicing law as your profession?  
 10 **A. There was a period of time when I was**  
 11 **suspended by the State Bar of Nevada where I was**  
 12 **working as a law clerk/paralegal for an attorney, but**  
 13 **other than that I've been just practicing law, yes.**  
 14 Q. Okay. Have you ever attempted to get a real  
 15 estate license?  
 16 **A. No.**  
 17 Q. Have you ever been a real estate appraisal --  
 18 appraiser?  
 19 **A. No.**  
 20 Q. Do you have any kind of specialized knowledge  
 21 in the field of real estate?  
 22 **A. No.**  
 23 Q. All right. So tell me everything you've done  
 24 to prepare yourself for this deposition.  
 25 **A. Nothing, really. I, you know, looked at some**

10

1 of the documents that you included for the deposition  
 2 last week with Mr. Winder relative to myself. I was  
 3 very interested in how you got that or why you thought  
 4 it was in any way relevant to any proceedings, but  
 5 other than that I've done nothing.  
 6 Q. Okay. What documents did you look at?  
 7 A. Apparently, there were numerous documents I  
 8 believe starting with your proposed Exhibit -- I  
 9 believe it was starting with your proposed Exhibit  
 10 No. 25 and everything thereafter.  
 11 Q. So what is your complaint about Exh bit 25?  
 12 A. Truthfully, it's none of your damn business  
 13 about my history of the practice of law. I've been  
 14 practicing law in the state of Nevada since 1980 other  
 15 than a brief period of time I was suspended. I've been  
 16 properly reinstated by the State Bar of Nevada and  
 17 approved by the Supreme Court in the state of Nevada.  
 18 And I've been actively practicing on a daily  
 19 basis without any problem since -- like I said, from  
 20 1980 to approximately the year 2000, and then from 2000  
 21 to approximately -- I think it was 2002 or so I was  
 22 suspended, and I got reinstated, practicing until about  
 23 2005.  
 24 Then I got resuspended for not passing the  
 25 multistate exam, and then after I passed that, I got

11

1 reinstated, and I've been practicing actively since  
 2 2007 or so.  
 3 Other than that, that's -- none of that has  
 4 any bearing on this litigation, and none of this has  
 5 any bearing on my representation of Mr. Winder or the  
 6 Winder law firm in this case, and I don't think there's  
 7 any relevance or any business of yours.  
 8 Q. Okay. And is that your opinion?  
 9 A. That is my opinion.  
 10 Q. Has the Court actually ruled that to be the  
 11 case?  
 12 A. I don't think anybody has asked the Court to  
 13 rule on that.  
 14 Q. Okay. Now, what's your issue -- you said  
 15 Exhibit 25 and all the exhibits thereafter.  
 16 So what's your issue with Exh bit 26?  
 17 A. Let me see what Exhibit 26 is.  
 18 Okay. I apologize. If that was the  
 19 Winder -- Defendant Winder's Response to Plaintiff  
 20 Atkinson's Requests for Admissions, obviously, I have  
 21 no objection or no problem with that.  
 22 Q. So what's your --  
 23 A. I was just concerned about everything  
 24 concerning my standing with the State Bar of Nevada and  
 25 my ability to practice law.

12

1 Q. Okay. So what's your issue -- do you have  
 2 any issue with Exhibit 27?  
 3 A. No objection to that. No problem with that.  
 4 Q. So you mentioned that you had looked at  
 5 Exhibit 25 in preparation for your deposition.  
 6 What other documents did you look at in  
 7 preparation for your deposition?  
 8 A. Nothing at all.  
 9 Q. Okay. Who have you spoken to about this  
 10 deposition?  
 11 A. About the deposition itself, probably just  
 12 Dan Winder telling him that I don't think I need an  
 13 attorney representing me on this deposition and that I  
 14 can handle it on my own.  
 15 Q. Have you spoken to anybody else?  
 16 A. No.  
 17 Q. All right. What is your current -- well, let  
 18 me start with this: Do you currently work at the -- at  
 19 Dan Winder's law firm?  
 20 A. Yes.  
 21 Q. And what is that law firm called?  
 22 A. It's the Law Office of Dan M. Winder, P.C.  
 23 Q. And when did you join that firm?  
 24 A. Approximately 12 years ago, I believe.  
 25 Q. And are you considered -- what's your role

13

1 there?  
 2 A. I'm an attorney. I am one of two attorneys  
 3 in the office at the present time.  
 4 Q. When you say "one of two attorneys," is the  
 5 other attorney Dan Winder?  
 6 A. Yes.  
 7 Q. All right. Has that been your role the  
 8 entire 12 years that you worked at Dan Winder's law  
 9 firm as an attorney?  
 10 A. Yes.  
 11 Q. Okay. Do you report to Dan Winder?  
 12 A. We discuss cases together, yes.  
 13 Q. Is he considered your supervisor?  
 14 A. He is my -- he is the one that pays my  
 15 checks, so yes.  
 16 Q. And have you ever had any other supervisors  
 17 at the Dan Winder law firm?  
 18 A. No.  
 19 Q. And what are your main duties at the Dan  
 20 Winder law firm?  
 21 A. I'm the attorney that goes to court, talks to  
 22 clients, handles cases. Pretty much anything legal  
 23 around the office I do.  
 24 Q. What areas of practice -- what areas of law  
 25 do you practice?

14

1 **A. A lot of criminal law, some domestic**  
 2 **divorces, child custody matters, personal injury, some**  
 3 **civil litigation, some workers' comp.**  
 4 **Basically, just about any -- occasionally,**  
 5 **I've even had to make an appearance on two -- for**  
 6 **Mr. Winder on some immigration stuff that he does.**  
 7 **Occasionally, I've made appearances in the past for the**  
 8 **law office on certain bankruptcy stuff that we do.**  
 9 Q. What were you doing for work prior to joining  
 10 Dan Winder's law firm?  
 11 **A. I was associated with Orin Grossman and his**  
 12 **law practice.**  
 13 Q. With who?  
 14 **A. Orin Grossman.**  
 15 Q. Okay. What kind of law does he practice?  
 16 **A. Mr. Grossman passed away approximately 14, 15**  
 17 **years ago. Well, no, I guess about 12 years ago. He**  
 18 **passed away about six months before I came to work**  
 19 **here, and I --**  
 20 Q. Okay.  
 21 **A. -- helped close up his practice and his**  
 22 **estate before I came here.**  
 23 Q. And what kind of -- what kind of legal work  
 24 did that involve? What kind of cases?  
 25 **A. Pretty much the same thing other than did not**

15

1 **do any bankruptcy or tax work or immigration work.**  
 2 Q. Now, what brought you to Dan Winder's law  
 3 firm?  
 4 **A. Just looking for somebody to work with, and I**  
 5 **met Dan, liked him, and came here.**  
 6 Q. How did you meet Dan Winder?  
 7 **A. I was introduced by a friend originally, but**  
 8 **I had known Dan Winder for a period of time.**  
 9 Q. Okay. Who introduced you to Dan Winder?  
 10 **A. I believe it would either have been Bob**  
 11 **Giunta -- that's G-i-u-n-t-a -- or it may have been**  
 12 **Joseph Sciscento, who's now a justice of the peace.**  
 13 Q. And when was this?  
 14 **A. Like approximately 15 years ago.**  
 15 Q. And where did you get introduced to Dan  
 16 Winder?  
 17 **A. I don't recall.**  
 18 Q. Okay. I'm sorry. You said this was about 15  
 19 years ago? Is that what you said?  
 20 **A. Probably, yeah, approximately.**  
 21 Q. Did you ever work on any cases with Dan  
 22 Winder prior to joining his law firm?  
 23 **A. No.**  
 24 Q. Okay. And I think you said you went from  
 25 Orin Grossman's firm to Dan Winder's firm; is that

16

1 correct?  
 2 **A. Yes.**  
 3 Q. So how long of a gap in between the two  
 4 firms?  
 5 **A. To the best of my recollection, there**  
 6 **probably wasn't a gap. I think for about a month or**  
 7 **two, I was actually still doing some work closing out**  
 8 **Orin Grossman's law practice before I actually started**  
 9 **full-time here with Dan Winder.**  
 10 Q. And how exactly did you come to work for Dan  
 11 Winder's firm? Did you ask him to work for him? How  
 12 did that work?  
 13 **A. Yeah. I talked to him and decided to work**  
 14 **for him.**  
 15 Q. So he offered you a position?  
 16 **A. Yes.**  
 17 MR. WEINSTOCK: Now, can I ask, as an  
 18 attorney, what relevance any of this has to the lawsuit  
 19 and to what manner you believe this could lead to any  
 20 relevance, my work status with Mr. Winder? I'm not --  
 21 MS. BARRAZA: Are you making --  
 22 MR. WEINSTOCK: I'm not a party.  
 23 MS. BARRAZA: So are you lodging an  
 24 objection?  
 25 MR. WEINSTOCK: Yes.

17

1 MS. BARRAZA: So what's your objection?  
 2 MR. WEINSTOCK: My objection is to relevance,  
 3 and I think it is getting to the stage of harassment.  
 4 MS. BARRAZA: So we need to gather necessary  
 5 background information. Of course, to gather  
 6 information as to whether or not you were on notice  
 7 regarding the impropriety of certain actions that were  
 8 taken. So all of this is definitely relevant as to  
 9 your notice and...  
 10 BY MS. BARRAZA:  
 11 Q. So when you started working for Dan Winder's  
 12 law firm, how many other attorneys were there?  
 13 **A. I believe I was -- there were no other**  
 14 **attorneys when I started.**  
 15 Q. Okay. Now, prior to working -- did you ever  
 16 own your own law firm?  
 17 **A. Yes.**  
 18 Q. For what time period was that?  
 19 **A. Actually, when I first started the practice**  
 20 **of law in 1980, I formed my own special corporation,**  
 21 **and I began working for John Moran, Jr., Joey Houston,**  
 22 **and Fred Kennedy as an association of professional**  
 23 **corporation.**  
 24 Q. And so you had your own law firm from what  
 25 years?

18

1 **A. Basically, from 1980 through 2000 and --**  
 2 **something approximately around there.**  
 3 Q. Why did you end up closing your own law firm?  
 4 **A. Originally, when I got reinstated to the**  
 5 **practice of law after my suspension, it was under the**  
 6 **condition that I not maintain my own solo practice of**  
 7 **law.**  
 8 Q. Okay. And when you had your own law firm,  
 9 was Dan Winder ever an employee of yours?  
 10 **A. No.**  
 11 Q. Okay. And when you had your own law firm,  
 12 what areas of law did you practice in?  
 13 **A. The same that I'm doing now, basically. A**  
 14 **general practice of law. No tax work, no bankruptcy**  
 15 **work, and no immigration work.**  
 16 Q. So this lawsuit involves the real property  
 17 located at 2315 North Decatur Boulevard, Las Vegas,  
 18 Nevada 89108.  
 19 Are you fine with me referring to that as  
 20 "the Decatur property"?  
 21 **A. Yes.**  
 22 Q. So at some point was Charles Brown attempting  
 23 to obtain title to the Decatur property?  
 24 **A. To the best of my recollection, I believe so.**  
 25 **Although I was not actively involved in Mr. Brown's**

19

1 **case for a period of time.**  
 2 Q. So how did you find out about Charles Brown  
 3 having a legal issue?  
 4 **A. One day Dan came in and asked me if I could**  
 5 **cover a matter for him -- I believe it was Mr. Brown's**  
 6 **deposition -- and I did.**  
 7 Q. And that was the first time you got involved?  
 8 **A. I believe so.**  
 9 Q. Okay. And exactly why -- did you have any  
 10 kind of specialized knowledge in real estate that made  
 11 Dan want to -- Dan Winder want to ask you for help?  
 12 **A. No.**  
 13 Q. Okay. And did you ever personally meet  
 14 Charles Brown?  
 15 **A. I've met him, yes.**  
 16 Q. When was the first time you met him?  
 17 **A. Again, to the best of my recollection, it**  
 18 **probably would be sometime prior to his deposition**  
 19 **being taken.**  
 20 Q. Did you personally help prepare Charles Brown  
 21 for his deposition?  
 22 **A. I don't recall. If anything, I just gave him**  
 23 **the same advice that I give any client I've ever had**  
 24 **prior to a deposition is just answer a question to the**  
 25 **best of your recollection, don't guess, don't give any**

20

1 **additional information other than what you were asked.**  
 2 Q. So do you recall having an actual meeting  
 3 with Charles Brown before his deposition or not?  
 4 **A. No, I don't recall that.**  
 5 Q. Okay. I think you said you had -- I think  
 6 you said you had met Charles Brown in person a few  
 7 times; is that correct?  
 8 **A. After the first time, yes. I've met him a**  
 9 **couple times between then and the last time I saw him,**  
 10 **which was probably a year, year and a half ago.**  
 11 Q. Okay. So I just want to make sure we're on  
 12 the same page.  
 13 You're saying the first time you met Charles  
 14 Brown would have been probably shortly before his  
 15 deposition; is that correct?  
 16 **A. Yes.**  
 17 Q. Okay. And then you're saying you have a  
 18 recollection of seeing him a few times after that,  
 19 after his deposition?  
 20 **A. I believe so, yes.**  
 21 Q. Okay. And during all the times that you saw  
 22 Charles Brown after his deposition, was that while the  
 23 Winder law firm was still representing him?  
 24 **A. Yes.**  
 25 Q. All right. And you said the last time you

21

1 saw Charles Brown was about a year ago?  
 2 **A. Again, to the best of my recollection, yes.**  
 3 Q. What was that meeting about?  
 4 **A. I'm sure it was relative to his lawsuit, and**  
 5 **so I cannot answer that under attorney/client**  
 6 **privilege.**  
 7 Q. So are you saying the last time you met  
 8 Charles Brown, it had to do with a legal matter?  
 9 **A. The only time I've ever met Mr. Brown was**  
 10 **relative to legal matters.**  
 11 Q. Okay. And so what was Charles Brown's job  
 12 when you first met him?  
 13 **A. I don't know.**  
 14 Q. Did you ask him?  
 15 **A. No.**  
 16 Q. Okay. And where was Charles Brown living  
 17 when you first met him?  
 18 **A. I don't know.**  
 19 Q. Okay. And was Charles Brown married when you  
 20 first met him?  
 21 **A. I don't know.**  
 22 Q. Did you ask him about that?  
 23 **A. No.**  
 24 Q. And you represented Charles Brown in his  
 25 deposition; is that correct?

22

1 **A. To the best of my recollection, yes.**  
 2 Q. And where was that deposition -- where did  
 3 that deposition take place?  
 4 **A. I do not recall.**  
 5 Q. Would it have been at your office?  
 6 **A. No.**  
 7 Q. So where would it have been?  
 8 **A. At the other party's attorney's law office,**  
 9 **I'm sure.**  
 10 Q. And would you have driven there?  
 11 **A. Yes.**  
 12 Q. And would you have driven Charles Brown to  
 13 that deposition, as well?  
 14 **A. I do not recall, but I don't believe so.**  
 15 Q. So how did Charles Brown get to that  
 16 deposition?  
 17 **A. I don't recall.**  
 18 Q. Did he get there at the same time as you?  
 19 **A. I don't recall.**  
 20 Q. So how would you normally communicate with a  
 21 client -- I'm not asking how you communicated with  
 22 Charles Brown.  
 23 But in a normal instance, how would you  
 24 communicate with a client for a deposition that you're  
 25 going to be covering as far as making sure that they

23

1 get there and arrive there on time? How would you  
 2 normally communicate that?  
 3 **A. Well, in Mr. Brown's case, I would not have**  
 4 **been the one to communicate with him about his**  
 5 **deposition. I imagine regular procedure would have**  
 6 **been somebody from the office would have mailed him a**  
 7 **copy of the notice of deposition and told him if he had**  
 8 **any questions to call somebody in the office about**  
 9 **getting there.**  
 10 **And then when I got there, I would have met**  
 11 **with Mr. Brown at the location, and, in all likelihood,**  
 12 **I would have taken five minutes where I would talk to**  
 13 **him and explain the general procedures about the**  
 14 **deposition.**  
 15 Q. And when you got to the deposition in this  
 16 instance, was Charles Brown already there?  
 17 **A. I don't recall, but I believe so.**  
 18 Q. Okay. And whenever that deposition  
 19 concluded, did you drive Charles Brown anywhere?  
 20 **A. I don't believe so, no.**  
 21 Q. Did you see Charles Brown driving in his own  
 22 vehicle?  
 23 **A. I don't recall.**  
 24 Q. Are you aware of whether Charles Brown has  
 25 his own vehicle?

24

1 **A. I don't know, no.**  
 2 Q. Did Charles Brown ever introduce you to  
 3 anyone?  
 4 **A. Not that I recall.**  
 5 Q. Do you have any knowledge of any aliases  
 6 Charles Brown has ever used?  
 7 **A. Not that I recall.**  
 8 Q. And prior to getting involved in this case,  
 9 when you said Dan Winder asked you to cover a  
 10 deposition, had you ever done any previous business or  
 11 anything with Charles Brown?  
 12 **A. Personally, no. I may have been directed to**  
 13 **do certain things or was asked to do certain things by**  
 14 **Mr. Winder, but I don't recall.**  
 15 Q. Have you ever filed any lawsuits on behalf of  
 16 Charles Brown aside from the lawsuit that Mr. Brown  
 17 filed against the Atkinsons?  
 18 **A. No.**  
 19 Q. Have you ever handled any other prior legal  
 20 matters involving Charles Brown?  
 21 **A. No.**  
 22 Q. Do you have any means of contacting Charles  
 23 Brown?  
 24 **A. At the present time, I am not aware of any**  
 25 **contact information, being a phone number, email, or**

25

1 **address of him.**  
 2 Q. How did you contact him before?  
 3 **A. I don't know that I ever personally contacted**  
 4 **him. I assume someone from the office contacted him**  
 5 **based upon a phone number, email, or address that he**  
 6 **had left with the office.**  
 7 Q. So you're saying you have no recollection of  
 8 ever personally contacting Mr. Brown?  
 9 **A. I do not have any recollection that I did.**  
 10 Q. Are you aware of Charles Brown attempting to  
 11 contact you?  
 12 **A. I don't have any recollection of that, no.**  
 13 Q. Do you have any plans of contacting Charles  
 14 Brown in the future?  
 15 **A. No.**  
 16 Q. Okay. And have you spoken to Charles Brown  
 17 about this lawsuit?  
 18 Meaning the one where Charles Brown is listed  
 19 as a defendant.  
 20 **A. No, I have not.**  
 21 Q. And are you aware of the Winder law firm  
 22 filing a lawsuit on behalf of Charles Brown against the  
 23 Atkinsons in May of 2018?  
 24 **A. I am now, yes.**  
 25 Q. Did you have any involvement in drafting that

26

1 Complaint?  
 2 **A. Not that I can recall.**  
 3 Q. Did you have any involvement in meeting with  
 4 Charles Brown when he signed the representation letters  
 5 with the Winder law firm?  
 6 **A. Not that I can recall.**  
 7 Q. And did you have any personal knowledge as to  
 8 when the legal representation actually started, then?  
 9 **A. No, I don't.**  
 10 Q. Okay. And have you ever handled any kind of  
 11 other previous litigation involving a real estate  
 12 dispute before?  
 13 **A. Over my 40 years of practice, yes, I believe**  
 14 **I have handled other real estate dispute lawsuits.**  
 15 Q. And have you ever handled any previous  
 16 lawsuits involving a claim that a purchase agreement  
 17 was being breached with respect to a property?  
 18 **A. I've handled similar-type cases on both the**  
 19 **plaintiff side and the defendant side.**  
 20 Q. So would you say you have a fair amount of  
 21 knowledge as to how purchase agreements work with  
 22 respect to properties and how escrow works?  
 23 **A. I don't know what you mean by "a fair amount**  
 24 **of knowledge." I'm an attorney that represents parties**  
 25 **in lawsuits.**

27

1 Q. Did you say you think you have no knowledge  
 2 about how escrow works, or do you have --  
 3 **A. I have -- I have very limited knowledge. I**  
 4 **mean, I have bought houses before personally, so I have**  
 5 **some limited knowledge about that.**  
 6 Q. Okay. So you mentioned that the first time  
 7 you got involved in this, Dan Winder was asking you to  
 8 cover a deposition.  
 9 Did you actually look through the file or not  
 10 at that point?  
 11 **A. I don't believe so. I just showed up.**  
 12 Q. Okay. So I just want to make sure.  
 13 Your testimony is you came into that  
 14 deposition for Dan -- I mean for Charles Brown without  
 15 having any knowledge as to what the case was about,  
 16 correct?  
 17 **A. I'm not saying that, no. I'm sure that I**  
 18 **asked -- I imagine I asked Dan about what type of**  
 19 **lawsuit it was and just my general knowledge of law and**  
 20 **general knowledge of litigation and general knowledge**  
 21 **of depositions. I was just there to be with Mr. Brown**  
 22 **to object, where appropriate, to any question that**  
 23 **would be improperly asked of him.**  
 24 Q. And did you review any documents prior to  
 25 covering Charles Brown's deposition?

28

1 **A. Not that I recall.**  
 2 Q. Okay. Do you recall reviewing any documents  
 3 at all prior to that point regarding this case?  
 4 **A. Not that I recall.**  
 5 Q. Okay. Regarding the Decatur property, have  
 6 you ever personally visited that property?  
 7 **A. No.**  
 8 Q. Okay. Have you ever personally spoken with  
 9 Lavelle Atkinson?  
 10 **A. No.**  
 11 Q. Have you ever personally spoken with Sheila  
 12 Atkinson?  
 13 **A. No.**  
 14 Q. Do you have any personal knowledge as to the  
 15 physical condition of the Decatur property?  
 16 **A. No.**  
 17 Q. Have you ever personally conducted research  
 18 into the value of the Decatur property?  
 19 **A. No.**  
 20 Q. Did you have any involvement in drafting the  
 21 purchase agreement regarding the Decatur property?  
 22 **A. No.**  
 23 Q. Did you have involvement in drafting any  
 24 other kind of proposed contract regarding the Decatur  
 25 property?

29

1 **A. No.**  
 2 Q. Have you ever personally seen the  
 3 representation agreements between the Winder law firm  
 4 and Charles Brown?  
 5 **A. I believe I looked at them very briefly last**  
 6 **week during Mr. Winder's deposition.**  
 7 Q. Was that the first time you looked at them?  
 8 **A. Yes.**  
 9 Q. Okay. Let's turn to Exhibit 2. Tell me  
 10 whenever you're there.  
 11 **A. I'm here, yeah.**  
 12 Q. So what do you understand Exhibit 2 to be?  
 13 **A. That appears to be an Agreement to Employ**  
 14 **Attorney between Mr. Brown and the Law Office of Dan M.**  
 15 **Winder.**  
 16 Q. And do you see under Section II where it says  
 17 Scope and Duties?  
 18 **A. Yes.**  
 19 Q. What do you understand that to say as far as  
 20 the written portion after "client hires attorney for  
 21 the purpose of blank"?  
 22 **A. Well, I mean, the document speaks for itself.**  
 23 **Exactly what it says. I mean --**  
 24 Q. So exactly what does it say?  
 25 **A. It says: Attorney shall provide those legal**

30

**1 services reasonably required to represent client and**  
**2 shall take reasonable steps to keep client informed of**  
**3 progress and to respond to client inquiries.**  
**4 Do you want me to read the rest?**  
 5 Q. No. I want you to answer my question. So my  
 6 question was can you tell me what you understand the  
 7 handwritten portion to say, which starts with the  
 8 typewritten where it says "client hired attorney for  
 9 the purpose of."  
 10 And then what does -- what do you understand  
 11 that handwritten portion to be?  
**12 A. I believe -- I believe it says assistance**  
**13 with purchase of looks like Autobon property.**  
 14 Q. So you think that says "Autobon"?  
**15 A. I don't know. I mean, I'm just trying to**  
**16 interpret the handwriting, and it's not written very**  
**17 clearly. It looks like to me possibly "Autobon."**  
 18 Q. And am I correct that that handwriting is not  
 19 your handwriting, correct?  
**20 A. You are correct --**  
 21 Q. And --  
**22 A. -- that's not my handwriting.**  
 23 Q. -- none of the handwriting on Exhibit 2 is  
 24 your handwriting, correct?  
**25 A. Let me look on the...**

31

**1 That is correct. None of it is my**  
**2 handwriting.**  
 3 Q. Do you know whose handwriting that is?  
**4 A. I don't know. It appears it is possibly Dan**  
**5 Winder's handwriting. It looks similar to his**  
**6 handwriting.**  
 7 Q. Okay. And you mentioned that your reading of  
 8 this is it's assistance with purchase of Autobon  
 9 property.  
 10 So what is the Autobon property?  
**11 A. I don't know.**  
 12 Q. Okay. Have you ever heard of that kind of  
 13 property?  
**14 A. Not at all, other than the deposition last**  
**15 week.**  
 16 Q. When you spoke to Dan Winder when he asked  
 17 you to cover Charles Brown's deposition, did he ever  
 18 mention an Autobon property?  
**19 A. I do not believe so.**  
 20 Q. Did he ever mention any other property aside  
 21 from the Decatur property?  
**22 A. I don't know that he even mentioned the**  
**23 Decatur property to me.**  
 24 Q. How many -- could he have mentioned more  
 25 properties than one to you?

32

**1 A. He could have. But, to the best of my**  
**2 recollection, he did not mention any properties to me.**  
 3 Q. Okay. Has Dan Winder ever told you about  
 4 whether he'd done prior business with Charles Brown?  
**5 A. No. We've never discussed that.**  
 6 Q. Has Dan Brown [sic] ever told you whether  
 7 he's previously represented Charles Brown?  
**8 A. We're getting into attorney/client privilege**  
**9 now. I am representing Mr. Winder and the law firm in**  
**10 this action, and anything Mr. Winder and myself**  
**11 discussed relative to his activities would fall under**  
**12 attorney/client privilege, in my belief.**  
 13 Q. So is that an objection that you're lodging?  
**14 A. Yeah.**  
 15 Q. Are you refusing to answer the question?  
**16 A. At the same time, the answer to your question**  
**17 is no.**  
**18 But I'm not waiving for any future questions**  
**19 my attorney/client privilege.**  
 20 Q. Have you ever previously represented in any  
 21 of the briefings to the Court in either the Brown  
 22 versus Atkinson matter or in this matter that Dan  
 23 Winder has previously done business with Charles Brown?  
**24 A. I don't recall ever making that**  
**25 representation, and I do not recall that I have any**

33

**1 knowledge of that.**  
 2 Q. Do you recall making any kind of prior  
 3 representation that Dan Brown [sic] has previously  
 4 represented Charles Brown?  
**5 A. And Dan Winder or -- you said Dan Brown. You**  
**6 said Dan Brown had previously represented --**  
 7 Q. Okay.  
**8 A. -- Charles Brown.**  
 9 Q. Okay. So to clarify my question, do you  
 10 recall ever previously representing in any court  
 11 briefing that Dan Winder had previously represented  
 12 Charles Brown?  
**13 A. I do not recall that.**  
 14 Q. Okay. And you're sitting here telling me  
 15 right now, you have no personal knowledge of that being  
 16 the case; is that correct?  
**17 A. That is correct.**  
 18 Q. All right. I just want to clarify your  
 19 testimony.  
 20 I believe you said you had no involvement in  
 21 drafting that -- the initial Complaint that was filed  
 22 in the Charles Brown versus Atkinson matter; is that  
 23 correct?  
**24 A. Not that I recall.**  
 25 Q. Okay. Let's go to Exhibit 3.

34

1 **A. Okay.**  
 2 Q. What do you understand Exhibit 3 to be?  
 3 **A. A similar thing. It's a -- purports to be an**  
 4 **Agreement to Employ Attorney between Charles Brown and**  
 5 **the Law Office of Dan M. Winder.**  
 6 Q. Have you ever seen this Exhibit 3 before?  
 7 **A. Other than last week at the deposition, no.**  
 8 Q. The handwriting that's on Exhibit 3, is that  
 9 your handwriting?  
 10 **A. No.**  
 11 Q. Do you know whose handwriting it is?  
 12 **A. I don't know. But it appears to be similar**  
 13 **to Mr. Winder's handwriting.**  
 14 Q. So looking at this document now -- like you  
 15 said, it appears to be another representation  
 16 agreement.  
 17 Do you have any knowledge as to why there's  
 18 another representation agreement being signed between  
 19 Charles Brown and the Winder law firm?  
 20 **A. No.**  
 21 Q. Now, would that be a normal circumstance,  
 22 having clients sign numerous representation agreements?  
 23 **A. It could be. It has been on other occasions.**  
 24 Q. Now, where it says Section II, Scope and  
 25 Duties, on Exhibit 3, where it says "client hires

35

1 attorney for the purpose of," can you tell me what you  
 2 understand the handwritten portion to say after that.  
 3 **A. I don't understand anything other than I**  
 4 **can -- it appears to be saying "Autobon Street real**  
 5 **estate transaction." I can't read a lot of the rest of**  
 6 **it. I see "legal document." I can't really read too**  
 7 **much of it.**  
 8 **I think a couple what appear to be dates**  
 9 **written on it, 1/1/18, but other than that I can just**  
 10 **try to read it like anyone else would read that**  
 11 **document. I have no personal knowledge of any of that.**  
 12 Q. So how you're saying it says "Autobon," can  
 13 you spell out the letters that you're actually seeing  
 14 for that word.  
 15 **A. It looks like capital A-u-b-o-r-n, I believe,**  
 16 **would be my best guess.**  
 17 Q. So you're saying A-u-b-o-r-n, and you would  
 18 pronounce that to be "Autobon"?  
 19 **A. No. I guess I would pronounce it to be**  
 20 **"Auborn." Auburn.**  
 21 Q. Okay. So you're saying this one says  
 22 "Auborn," to your belief?  
 23 **A. That's what it appears to say. I don't know**  
 24 **why I recall last week the phrase "Autobon" being said,**  
 25 **and so that's why -- I did not look at it close enough**

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1 **when I said "Autobon." It looks like the wording on it**  
 2 **is "Auborn."**  
 3 Q. So let's go back and look at Exhibit 2.  
 4 **A. Okay. I'm there.**  
 5 Q. And then the same question for Section II,  
 6 Scope and Duties.  
 7 How would you spell out -- I know you  
 8 originally testified it said Autobon.  
 9 How would you spell out that version of the  
 10 word?  
 11 **A. Again, I take that back. I would rephrase**  
 12 **it. It looks like this document says "Auborn." It**  
 13 **looks like the same A-u-b-o-r-n is what it says.**  
 14 Q. Okay. Do you have any knowledge as to why  
 15 Exhibit 3 is referencing an Auburn property?  
 16 **A. No.**  
 17 Q. Okay. At some point did you end up reviewing  
 18 the purchase agreement for the Decatur property?  
 19 **A. Not to my recollection, no.**  
 20 Q. Okay. All right. Did you have any  
 21 involvement in issuing any of the checks that were  
 22 issued from Dan Winder's law firm regarding the Decatur  
 23 property?  
 24 **A. No.**  
 25 Q. Did Dan Winder ever tell you he was issuing

37

1 those checks?  
 2 **A. Again, my answer would be no.**  
 3 **But, again, I think that falls under**  
 4 **attorney/client product, and I don't want to waive any**  
 5 **future attorney/client objection.**  
 6 **But my answer to your question on this**  
 7 **particular question is no.**  
 8 Q. So since -- I think you testified since  
 9 you've never -- you haven't reviewed the purchase  
 10 agreement regarding the Decatur property, do you have  
 11 any knowledge as to what it said as far as the terms  
 12 for escrow?  
 13 **A. Again, my statement is, to the best of my**  
 14 **recollection, I haven't reviewed it, and, no, I do not**  
 15 **know, to the best of -- certainly, to the best of my**  
 16 **recollection at this point, I do not know what it would**  
 17 **have said.**  
 18 Q. Do you have any knowledge as to what the  
 19 effective date of the purchase agreement was?  
 20 **A. Not to my knowledge, no.**  
 21 Q. Do you have any knowledge as to what the  
 22 closing costs were?  
 23 **A. Not to my knowledge.**  
 24 Q. Do you have any personal knowledge as to  
 25 whether Charles Brown ever deposited money into an

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1 escrow account?  
**2 A. No.**  
 3 Q. Do you have any personal knowledge as to  
 4 whether Charles Brown ever paid the full purchase price  
 5 for the Decatur property?  
**6 A. No.**  
 7 Q. Okay. That's fine.  
 8 Let's turn to --  
 9 MS. BARRAZA: Actually, are you fine with us  
 10 taking like a two-minute break?  
 11 MR. WEINSTOCK: Sure.  
 12 MS. BARRAZA: Okay. We can go off the  
 13 record.  
 14 (Recess taken from 2:46 p.m. to 2:52 p.m.)  
 15 MS. BARRAZA: All right. We're back on the  
 16 record.  
 17 BY MS. BARRAZA:  
 18 Q. So, Mr. Weinstock, are you familiar with the  
 19 time-keeping database that the Winder law firm uses?  
**20 A. Not really. Very limited.**  
 21 Q. Okay. Are you familiar with Time Matters?  
**22 A. Very, very limited.**  
 23 Q. So when you say "very limited," what  
 24 knowledge do you have about it?  
**25 A. I know that it is something that's available**

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**1 in the office, and we would like support staff to keep**  
**2 track of their hours and time that they spent on cases.**  
**3 Dan and I talk about attorneys are supposed**  
**4 to do that, also, but on -- because of my extensive**  
**5 workload, I don't do it anywhere near as often as I**  
**6 need to, and, certainly, normally, on anything other**  
**7 than major usually court-appointed criminal cases.**  
 8 Q. So you do personally enter in your own time  
 9 entries, though; is that correct?  
**10 A. No.**  
 11 Q. Okay. You don't enter in your own time  
 12 entries?  
**13 A. No. No, I don't.**  
 14 Q. Okay.  
**15 A. When I have an entry to be entered into and I**  
**16 recall it -- and, again, normally, it's only for**  
**17 criminal court-appointed hourly cases -- I will**  
**18 handwrite my hours and give it to one of my**  
**19 secretaries, who then would enter it in.**  
 20 Q. Okay. And what happens with those  
 21 handwritten documents?  
**22 A. When -- to my knowledge, when it comes time**  
**23 to bill the State on court-appointed criminal matters,**  
**24 we print them out, and we submit a bill to Drew**  
**25 Christensen for payment.**

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1 Q. But I'm asking for the handwritten documents  
 2 that you write establishing what you spent your time  
 3 on, do those get destroyed, or do those get kept?  
**4 A. I don't know. I just hand them to my -- to a**  
**5 secretary. I believe she enters them into Time**  
**6 Matters. I don't know if my handwritten notes are kept**  
**7 or thrown away.**  
 8 Q. And after your secretary enters in your time  
 9 on Time Matters, do you personally review it to make  
 10 sure that everything was entered in correctly?  
**11 A. Only on criminal matters for billing time**  
**12 when I will review it prior to the office submitting a**  
**13 bill.**  
 14 Q. Okay. So for this case, the Brown versus  
 15 Atkinson case, since it wasn't a criminal case, are you  
 16 saying that you would have written down your time and  
 17 given it to a secretary, but you would not have  
 18 personally reviewed what got typed up; is that correct?  
**19 A. No, that's not correct.**  
 20 Q. So you --  
**21 A. I would -- I would on occasion write down --**  
**22 write down my time I spent, give it to a secretary, but**  
**23 once it is entered, then I would not have reviewed it.**  
 24 Q. Okay. So you're saying for what happened  
 25 with the Brown versus Atkinson case, you occasionally,

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1 not always, would handwrite what you spent your time  
 2 on, and then you would give it to your legal secretary,  
 3 and then you would not review what was actually typed  
 4 out; is that correct?  
**5 A. That's -- that's a good representation.**  
 6 Q. Okay. Now, whose policy is that? Is that  
 7 the Dan Winder law firm's policy?  
**8 A. I don't think it's anybody's policy, no.**  
 9 Q. So you're saying there is no policy on it?  
**10 A. There is no written policy, certainly, that**  
**11 I'm aware of, and it's just reality. You know, as**  
**12 attorneys, Dan and I do what we do. We do our work,**  
**13 and we don't always keep track of our time as we**  
**14 should.**  
 15 Q. Are you aware of any written policy that the  
 16 Winder law firm has regarding its time entries?  
**17 A. No.**  
 18 Q. Now, what are your thoughts on -- do you  
 19 think this is a good way of doing work or not as far as  
 20 with respect to -- you handwrite the time entries, you  
 21 give it to your secretary, and then for non-criminal  
 22 matters, you don't look at it ever again.  
 23 Do you think that's a good way of doing work  
 24 or not?  
**25 A. For the record, I don't believe my belief is**

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1 relevant, but to answer your question -- I would object  
 2 as to relevance.  
 3 But to answer your question, it's probably  
 4 not a good way of doing it, but a lot of cases,  
 5 including, based upon my understanding, the Brown case  
 6 was not being billed on an hourly basis. So I don't  
 7 know that there necessarily was a need for us to keep  
 8 details on amounts of time.  
 9 Q. All right. And did you ever personally have  
 10 any phone calls with opposing counsel in the Brown  
 11 versus Atkinson matter?  
 12 A. None that I recall. Although it is possible  
 13 that I may have, but I don't recall any.  
 14 Q. And if you would have had those phone calls,  
 15 would they have been from your cell phone or from an  
 16 office phone?  
 17 A. Definitely from an office phone.  
 18 Q. Okay. Do you ever use your cell phone for  
 19 purposes involving, you know, your role as an attorney?  
 20 A. Very, very rarely. And, usually, that's only  
 21 when people -- other attorneys will call me on my cell  
 22 phone.  
 23 Q. All right. And do you recall participating  
 24 in any phone calls at all regarding -- or  
 25 teleconferences regarding the Brown versus Atkinson

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1 matter?  
 2 A. Not that I recall.  
 3 Q. All right. Do you recall participating in a  
 4 telephonic early case conference in the Brown versus  
 5 Atkinson matter or no?  
 6 A. I don't recall that. But it certainly is  
 7 possible that I did.  
 8 Q. Okay. All right. So let me ask you this:  
 9 You're saying it's possible you participated in an EAC  
 10 teleconference, but then you also testified earlier the  
 11 first time you got involved in this case was when Dan  
 12 Winder was asking you to cover a deposition.  
 13 A. I said --  
 14 (Simultaneous conversation.)  
 15 I said, to the best of my recollection, and I  
 16 don't know. Like I said, I don't recall specifically  
 17 participating in an EAC, but I have done them many,  
 18 many times on cases that Dan is handling, just as he  
 19 may have done on many cases that I'm handling if we're  
 20 not available at the scheduled time.  
 21 So it's very possible I may have participated  
 22 in an EAC, and I don't know when that was and if it was  
 23 before or after the deposition. I do recall actually  
 24 attending a deposition for Mr. Brown at Dan's request.  
 25 Q. And -- one second.

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1 All right. Now, would this be a common  
 2 practice for you not to review any kind of documents  
 3 prior to covering a deposition?  
 4 A. If I'm there to be with the deponent,  
 5 usually, yeah, it would be a common practice.  
 6 Q. Okay. And so, normally, whenever you cover  
 7 early case conferences or early arbitration  
 8 conferences, would you actually review the file or not?  
 9 A. Normally not.  
 10 Q. Okay. And when would -- when would the first  
 11 point that you actually review the file be?  
 12 A. When there is something that I believe needs  
 13 my review. If I'm meeting with a client and I'm not  
 14 familiar with the case, I would review the file. If  
 15 I'm filing a document or an opposition, certainly, I  
 16 would review the file.  
 17 If I'm taking the other party's deposition,  
 18 certainly, I would review the file. There are numerous  
 19 reasons why I would review the file, but, normally, not  
 20 for showing up for a deposition where I'm -- our client  
 21 is being deposed.  
 22 Q. Okay. Now, would you review the file prior  
 23 to speaking to opposing counsel in a case?  
 24 A. Normally not.  
 25 Q. Okay. Would you review the file prior to

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1 participating in an EAC or an ECC?  
 2 A. Normally not.  
 3 Q. Would you review the file prior to  
 4 participating in discovery?  
 5 A. I'm not sure what you mean by "participating  
 6 in discovery."  
 7 Q. So would you review the file before sending  
 8 out any kind of written discovery requests?  
 9 A. If I was the one preparing the written  
 10 discovery requests, yes, I would.  
 11 Q. Would you review the file prior to your  
 12 client responding to written discovery requests?  
 13 A. I probably would not review the file. I  
 14 would review my client's answers with him.  
 15 Q. Okay. All right. Would you review the file  
 16 prior to sending out any kind of letters to opposing  
 17 counsel?  
 18 A. Probably not.  
 19 Q. All right.  
 20 A. Again, it depends on the letter. It depends  
 21 on the reason for the letter.  
 22 Q. Do you recall sending out any kind of letters  
 23 in the Brown versus Atkinson case?  
 24 A. I don't recall. It's possible I may have  
 25 signed letters.

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1 Q. And in the Brown versus Atkinson case, would  
 2 you have reviewed any documents prior to sending out  
 3 correspondence to opposing counsel?  
 4 **A. Again, it depends on what correspondence I**  
 5 **had sent out, if I had prepared the correspondence or**  
 6 **what needed to be done.**  
 7 Q. All right. We can go to Exhibit 13. Tell me  
 8 whenever you are there.  
 9 **A. I'm there.**  
 10 Q. Have you seen Exhibit 13 before?  
 11 **A. Since it appears to be my signature on it,**  
 12 **I'm sure I must have seen it before, yeah.**  
 13 Q. So what do you understand Exhibit 13 to be?  
 14 **A. It is a letter that was sent for the Law**  
 15 **Office of Dan Winder on December 6th, 2017, to**  
 16 **Mr. Lavelle Atkinson and Mrs. Sheila Atkinson regarding**  
 17 **property at 2315 West Decatur, and it is a letter that**  
 18 **was sent by myself in my legal capacity.**  
 19 Q. Sorry. What was the last part that you just  
 20 said?  
 21 **A. It was sent by myself in my legal capacity.**  
 22 Q. Okay. Now, did you draft Exhibit 13?  
 23 **A. I believe I did.**  
 24 Q. What exactly did you look at before drafting  
 25 Exhibit 13?

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1 **A. I don't recall.**  
 2 Q. Okay. So let's start at the top where it  
 3 looks like you wrote down the names Lavelle P. Atkinson  
 4 and Ms. Sheila Atkinson, and it looks like you wrote  
 5 down 5288 Auburn.  
 6 Do you see that?  
 7 **A. Yes.**  
 8 Q. So where would you have gotten that address?  
 9 **A. I'm sure I -- well, let me say this: I don't**  
 10 **know that I had that. I may have just written down the**  
 11 **letter portion, and the secretary may have put down the**  
 12 **address from the file. It is possible that I may have**  
 13 **reviewed the file to get the address and names. I**  
 14 **don't recall.**  
 15 Q. Okay. Would you have reviewed the file for  
 16 any other purpose prior to drafting this letter?  
 17 **A. Probably either reviewed the file or talked**  
 18 **to the client or Mr. Winder.**  
 19 Q. So did Mr. Winder ask you to draft this  
 20 letter? How did this letter come about?  
 21 **A. I don't recall specifically, but I imagine**  
 22 **Mr. Winder asked me to draft a demand letter.**  
 23 Q. So you consider this letter a demand letter?  
 24 **A. Yes.**  
 25 Q. Okay. And did you actually speak with

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1 Charles Brown prior to having this letter sent out?  
 2 **A. I don't recall. I --**  
 3 Q. Okay. Because, from your prior testimony,  
 4 you said the very first time you spoke to Charles Brown  
 5 was shortly before his deposition.  
 6 So do you have any actual personal  
 7 recollection of you speaking to him about Exhibit 13  
 8 before it got sent out?  
 9 **A. First of all, you misinterpreted what I said.**  
 10 **I said to the best of my recollection, the first time I**  
 11 **had spoken to Mr. Brown was before his deposition, and**  
 12 **I --**  
 13 Q. So to your -- so do you have any personal  
 14 recollection -- as you sit here today, do you have any  
 15 recollection of actually talking to Charles Brown about  
 16 Exhibit 13 before it got sent out?  
 17 **A. No, I don't have any personal recollection at**  
 18 **this time.**  
 19 Q. Okay. And so let's go through what this  
 20 letter says. The first sentence says: Please be  
 21 advised this office represents Mr. Charles Brown, the  
 22 purchaser of the above-referenced property.  
 23 Do you see that?  
 24 **A. Yes, I do see that.**  
 25 Q. Okay. Now, what property is being referenced

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1 whenever you say that?  
 2 **A. I would assume that would be the property at**  
 3 **2315 North Decatur.**  
 4 Q. Okay. And do you see where it says: On  
 5 July 20th, 2017, you signed the purchase agreement and  
 6 joint escrow instructions documenting the sale of the  
 7 property? Do you see that?  
 8 **A. Yes.**  
 9 Q. So had you actually looked at the purchase  
 10 agreement by then?  
 11 **A. I don't recall.**  
 12 Q. Okay. You have no recollection of looking at  
 13 it?  
 14 **A. I don't recall.**  
 15 Q. Okay. And then it says: Unfortunately, for  
 16 reasons unknown, the sale of the property has not  
 17 closed as of this date.  
 18 Do you see that?  
 19 **A. Yes.**  
 20 Q. So if the sale of the property is for  
 21 reasons -- sorry. Let me rephrase it.  
 22 If the reason the property has not closed,  
 23 the sale has not closed, is for reasons unknown, why  
 24 are you drafting this demand letter to the Atkinsons?  
 25 **A. Because it was my hope that by reading this**

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1 document, that the sale would have closed, that the  
 2 Atkinsons would sign the appropriate documents to make  
 3 sure that the sale closed. As I indicated in the  
 4 letter, this letter is to be a formal demand upon them  
 5 to finalize the closure of the sale of the property.  
 6 Q. So you mentioned that you were hoping the  
 7 Atkinsons would sign the appropriate documents.  
 8 So what documents are you talking about?  
 9 **A. Whatever was necessary to close the sale of**  
 10 **the property.**  
 11 Q. So like what specifically?  
 12 **A. I don't know. I don't recall.**  
 13 Q. So you have no personal knowledge of any  
 14 documents that the Atkinsons needed to sign, correct?  
 15 **A. I don't have any personal recollection at**  
 16 **this time.**  
 17 Q. Okay. And so at the time that you drafted  
 18 this letter, Exhibit 13, did you have -- because it  
 19 says for reasons unknown, so I just want to make sure.  
 20 You had no idea why the sale had not closed;  
 21 is that correct?  
 22 **A. That is -- my understanding is based upon**  
 23 **what the letter says, yeah.**  
 24 Q. So did you bother calling the Atkinsons and  
 25 asking?

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1 **A. Not to my recollection.**  
 2 Q. And why not?  
 3 **A. That would not be my responsibility to call**  
 4 **somebody. I would send them a letter.**  
 5 Q. So why wouldn't it be your responsibility to  
 6 call somebody?  
 7 **A. Any more so than it would be my**  
 8 **responsibility to do anything more than send a letter.**  
 9 **I don't make personal phone calls to people I don't**  
 10 **know. I just would send a demand letter.**  
 11 Q. So you -- I just want to clarify the  
 12 testimony.  
 13 You don't make phone calls to people you  
 14 don't know, but you do send letters to people you don't  
 15 know; is that correct?  
 16 **A. When necessary, yes.**  
 17 Q. So why were you sending a letter? What's the  
 18 difference between doing a phone call and a letter?  
 19 **A. Well, I guess, if I really wanted to, I could**  
 20 **have done a phone call instead of sending a demand**  
 21 **letter.**  
 22 Q. And you don't think that would have been a  
 23 good idea before sending a formal demand letter?  
 24 **A. No.**  
 25 Q. And why not?

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1 **A. I've been doing this for 40 years, and it's**  
 2 **always been my practice and my understanding that you**  
 3 **send a demand letter if your client is requesting**  
 4 **something be done or you were requesting something be**  
 5 **done on behalf of your client.**  
 6 Q. Now, I just want to clarify.  
 7 Prior to you sending out Exh bit 13, you  
 8 never had a conversation with Charles Brown where  
 9 Charles Brown told you he was demanding you send out  
 10 this letter, correct?  
 11 **A. Not that I recall.**  
 12 **And if I did, it would have been**  
 13 **attorney/client privilege anyways.**  
 14 Q. And you -- you're saying the only  
 15 recollection you actually have is Dan Winder telling  
 16 you to draft this letter?  
 17 **A. I never said that. I said I recall a --**  
 18 **that, to the best of my recollection, there may have**  
 19 **been a conversation between myself and Mr. Winder where**  
 20 **he suggested that I send a letter.**  
 21 Q. But, ultimately, it was your final decision  
 22 to send the letter out?  
 23 **A. I would say yes.**  
 24 Q. Did you provide this Exhibit 13 to Dan Winder  
 25 prior to it being mailed out?

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1 **A. I have no recollection. But I doubt that I**  
 2 **did.**  
 3 Q. Okay. Would that be your normal practice to  
 4 not show Dan Winder letters -- demand letters that are  
 5 being sent out that you're signing off on?  
 6 **A. Yeah. I mean, it's something I do. Dan**  
 7 **doesn't see everything I do. I don't see everything**  
 8 **that he does. If we have any questions or any concerns**  
 9 **or any disputes about anything, we will discuss things,**  
 10 **but this was -- seems like a pretty straightforward**  
 11 **ordinary demand letter.**  
 12 Q. Now, what did you consider to be your duty as  
 13 far as to investigate the validity of Charles Brown's  
 14 claims prior to sending out Exhibit 13?  
 15 **A. My duty is to speak with my client or review**  
 16 **his file or speak with somebody who has spoken with our**  
 17 **client, and if we believe through good faith in what**  
 18 **was represented to us, we would then send a letter. We**  
 19 **are not the judges or the jury or the final arbitrator**  
 20 **on any matter. We just represent our client and their**  
 21 **interest zealously within the bounds of the law.**  
 22 Q. So let's go to -- so I just want to confirm  
 23 your testimony.  
 24 In this instance you have no recollection of  
 25 Dan Brown [sic] reviewing Exhibit 13; is that

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1 correct -- before it got mailed out; is that correct?  
**2 A. Dan Brown?**  
 3 Q. Sorry. Sorry. Dan Winder.  
**4 A. I don't have any recollection of that, no.**  
 5 Q. All right. So let's go to the next  
 6 paragraph of Exhibit 13. Let's go to the second  
 7 sentence. It says: As a concession to you at  
 8 Mr. Brown's insistence, we will allow you until  
 9 Saturday, December 30th, 2017, by 12:00 noon to close  
 10 on the sale of the property.  
 11 Do you see that?  
**12 A. Yes.**  
 13 Q. So what was Mr. Brown insisting?  
**14 A. I don't know. I -- well, I mean, the letter**  
**15 speaks for itself. I do not personally have a**  
**16 recollection if Mr. Brown made that statement to me or**  
**17 if he made that statement to Mr. Winder, but it is my**  
**18 understanding that -- prior to my sending the letter,**  
**19 it was my understanding that Mr. Brown agreed to allow**  
**20 them until Saturday, December 30th, 2017, at 12:00 noon**  
**21 to close on the sale of the property.**  
 22 Q. So when you're -- when you're demanding that  
 23 the Atkinsons close on the sale of the property, what  
 24 specifically are you asking them to do to close? What  
 25 were they supposed to be doing per your letter?

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**1 A. As I said previously, to do whatever**  
**2 paperwork was necessary so that the transaction**  
**3 relative to the property closed.**  
 4 Q. So how were they supposed to know what  
 5 paperwork was necessary when you're not putting it in  
 6 the letter?  
**7 A. I assumed they knew what they were doing. It**  
**8 may be a wrong assumption. If they had questions about**  
**9 what needed to be done, they certainly could have**  
**10 spoken to me or -- as I put in the letter, that if they**  
**11 wanted to discuss the matter, they could do that with**  
**12 me.**  
 13 Q. So were you trying to scare or intimidate the  
 14 Atkinsons with this letter?  
**15 A. No.**  
 16 Q. So exactly -- if it's saying that they have  
 17 until 12:00 noon to close on the sale of the property  
 18 and you've already testified you personally have no  
 19 idea what needed to be done to close on the sale of the  
 20 property, how are you demanding that somebody else  
 21 close on the sale of the property?  
**22 A. I assume when somebody enters into an**  
**23 agreement, they know what agreement they entered into.**  
 24 Q. And did you actually look at the purchase  
 25 agreement before sending out Exhibit 13?

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**1 A. Not that I recall.**  
 2 Q. Okay. And would that have been normal  
 3 practice for you?  
**4 A. Again, sometimes yes. Sometimes no. I don't**  
**5 know that there is such a thing as normal practice in a**  
**6 situation like this.**  
 7 Q. Okay. Now, it says -- the next sentence on  
 8 Exhibit 13, it says: Normally, we would insist on  
 9 closure within ten days of the date of this letter.  
 10 Do you see that?  
**11 A. Yeah.**  
 12 Q. So who's "we," when you say "normally, we"?  
**13 A. The law office.**  
 14 Q. So you're saying that's a policy of the law  
 15 office?  
**16 A. It's not a policy. It's just a situation we**  
**17 put as a -- as attorneys, in any demand letter we make.**  
**18 We don't give an unstated date to comply. We usually**  
**19 state they have ten days to comply.**  
 20 Q. So you're saying, usually, across the board,  
 21 in all demand letters, you demand ten days for -- for a  
 22 response; is that correct?  
**23 A. I think you're going a little bit overbroad**  
**24 as to what I said. Not in all letters, but in the**  
**25 majority of them, we give ten days to respond.**

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1 Q. So would that include with real estate cases  
 2 like this?  
**3 A. Yes.**  
 4 Q. Okay. So were you the one who decided to  
 5 put, normally, it would be closed within ten days? Did  
 6 you write that language?  
**7 A. I don't recall. But I assume so. I assume**  
**8 this is the letter I wrote. I signed it. I don't**  
**9 recall writing this letter. It was, what --**  
 10 Q. Do you recall anybody else writing it?  
**11 A. I don't recall anything about it. It looks**  
**12 like it was written three years ago, and,**  
**13 unfortunately, I've had a lot of cases and a lot of**  
**14 activities, a lot of things in the past three years,**  
**15 and I do not personally at this time recall writing**  
**16 this letter. But I am not disputing one word of the**  
**17 letter, and it certainly appears to be my signature on**  
**18 it.**  
 19 Q. So if a letter like this has your signature  
 20 on it, would it be fair to assume that you actually  
 21 wrote it?  
**22 A. Yes.**  
 23 Q. Okay. So do you have any history of other  
 24 people writing letters and you signing off on them  
 25 without having anything to do with those letters?

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1 **A. Yes.**  
 2 Q. You do?  
 3 **A. Yes.**  
 4 Q. So in what kind of instances?  
 5 **A. Many times when there is something that needs**  
 6 **to be signed by Mr. Winder or something that needs to**  
 7 **be signed by other attorneys I've worked for or with --**  
 8 Q. And you're comfortable just signing off on  
 9 those documents without actually reviewing them?  
 10 **A. Usually, yes.**  
 11 Q. Okay.  
 12 **A. Lots of people who've signed off.**  
 13 Q. All right. All right. So let's go to the  
 14 next sentence.  
 15 Actually, no. The end of that sentence: But  
 16 Mr. Brown has graciously extended that time.  
 17 Do you see that?  
 18 **A. Yes.**  
 19 Q. So how do you know Charles Brown had  
 20 graciously extended that time?  
 21 **A. I don't know that. I assumed that. Once I**  
 22 **was informed either by Mr. Brown or Mr. Winder or**  
 23 **someone that the time had been done, I figured say**  
 24 **graciously. That's all --**  
 25 (Simultaneous conversation.)

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1 Q. So what does someone else mean? Who else --  
 2 who else would have been able to speak to this?  
 3 **A. It could have been Hamilton Moore, who was**  
 4 **working as our paralegal/law clerk on this matter. It**  
 5 **could have been, I think -- and I don't even recall. I**  
 6 **think there's Mr. Scott Dorman, who was working as an**  
 7 **attorney in our office at that time, that he may have**  
 8 **been the one speaking with Mr. Brown.**  
 9 Q. So why were you the one drafting this letter  
 10 if another attorney was possibly speaking with Charles  
 11 Brown?  
 12 **A. Because I'm a nice guy, and I'm a good**  
 13 **writer.**  
 14 Q. Okay. So you consider this a well-written  
 15 letter, Exhibit 13, in your opinion?  
 16 **A. My opinion, everything I do is well written,**  
 17 **yes.**  
 18 Q. Okay. All right. Let's go to the next  
 19 sentence where it says: However, if this sale is not  
 20 finalized and closed prior to December 30th, 2017, this  
 21 office will proceed with litigation to protect  
 22 Mr. Brown's interest.  
 23 Do you see that?  
 24 **A. Yep.**  
 25 Q. So why were you threatening litigation

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1 against the Atkinsons in this letter?  
 2 **A. That's my job.**  
 3 Q. Okay. And you didn't consider it necessary  
 4 to determine exactly why the sale had not closed prior  
 5 to threatening litigation?  
 6 **A. No.**  
 7 Q. Okay. Now, let's go to the next sentence.  
 8 It says: This action may well include seeking specific  
 9 performance of the agreed-to sale and also damages,  
 10 court costs, and attorney's fees, as allowable under  
 11 Nevada law.  
 12 Do you see that?  
 13 **A. Yep.**  
 14 Q. Now, what was the specific performance that  
 15 you were threatening to seek?  
 16 **A. Probably seeking the Court to order the**  
 17 **documents signed so this matter would close.**  
 18 Q. And what documents are you talking about  
 19 again?  
 20 **A. I don't know.**  
 21 Q. Okay. Now, let's go to the next sentence.  
 22 It says: Therefore, it is imperative that you give  
 23 this matter your immediate attention.  
 24 Do you see that?  
 25 **A. Yep.**

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1 Q. Okay. Now, was that standard language that  
 2 you would put in kind of all your demand letters?  
 3 **A. Yep.**  
 4 Q. Okay. And then let's go to the next  
 5 sentence. If you or your legal counsel, if any, wish  
 6 to discuss this matter further, please feel free to  
 7 contact me at your convenience. I shall await your  
 8 prompt response.  
 9 Do you see that?  
 10 **A. Yep.**  
 11 Q. Now, did you ever receive any kind of  
 12 response to Exhibit 13?  
 13 **A. Not that I recall.**  
 14 Q. You never got any kind of call from the  
 15 Atkinsons?  
 16 **A. I don't believe so. Not that --**  
 17 Q. Did you get any --  
 18 **A. -- I can recall.**  
 19 Q. Did you get any kind of call from their legal  
 20 counsel?  
 21 **A. Not that I can recall.**  
 22 Q. Okay. And do you see at the bottom it says  
 23 AW/SLM? Do you see that?  
 24 **A. Yes.**  
 25 Q. And who's SLM?

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**1 A. That would be Sherrie Martin, who was one of**  
**2 the secretaries in the office.**  
 3 Q. Now, would that person have been responsible  
 4 for mailing this correspondence out to the Atkinsons?  
**5 A. I imagine so. Once they type it and I sign**  
**6 it, I assume they would put it in an envelope and have**  
**7 it mailed.**  
 8 Q. Okay. And do you see where it says cc  
 9 Charles Brown?  
**10 A. Yeah.**  
 11 Q. So did you personally copy Charles Brown on  
 12 this letter?  
**13 A. Personally, no.**  
 14 Q. Okay. Did you personally email this letter  
 15 to Charles Brown?  
**16 A. Personally, no.**  
 17 Q. Okay. Do you have any knowledge if Charles  
 18 Brown actually received this letter?  
**19 A. Personally, no.**  
 20 Q. Okay. And I just want to make sure.  
 21 You have no personal recollection of actually  
 22 calling Charles Brown and discussing Exhibit 13 prior  
 23 to sending it out, correct?  
**24 A. I do not have any recollection at this time.**  
 25 Q. Okay. All right. Now -- so, obviously, this

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1 letter got sent out. If the dates are correct, it got  
 2 sent out in December of 2017.  
 3 And then what happened next with respect to  
 4 this case, this issue?  
**5 A. I don't recall.**  
 6 Q. Do you recall if a lawsuit was ever filed?  
**7 A. I don't personally recall, but I believe one**  
**8 was.**  
 9 Q. Okay. And I think we went over you were not  
 10 involved in drafting that lawsuit, correct?  
**11 A. Not to the best of my recollection.**  
 12 Q. Okay. And would you agree that this letter  
 13 in December of 2017 would have obviously been written  
 14 before any kind of deposition that Charles Brown would  
 15 be attending?  
**16 A. Apparently, yes. But I don't recall.**  
 17 Q. Okay. So -- one second.  
 18 So would it have been possible that you sent  
 19 this letter out before the litigation started -- I mean  
 20 after the litigation started?  
**21 A. Anything is possible.**  
 22 Q. Do you think it's possible you sent this  
 23 letter out after Charles Brown was deposed?  
**24 A. Anything is possible.**  
 25 Q. Okay.

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**1 A. I don't have a recollection.**  
 2 Q. So you think you're sending out a -- it's  
 3 possible that you sent out a letter threatening  
 4 litigation after litigation has already commenced?  
 5 That's possible?  
**6 A. Anything is possible. But I don't have any**  
**7 recollection that that was the case, but any -- I can't**  
**8 preclude anything if I don't have any personal**  
**9 recollection.**  
 10 Q. Now, would this letter -- I'm not saying that  
 11 you did enter in your time.  
 12 But would this letter be something ordinarily  
 13 you should enter your time for, for doing this kind of  
 14 letter?  
**15 A. Yes.**  
 16 Q. Okay. One second.  
 17 To your recollection, when was the first time  
 18 you actually looked at the purchase agreement regarding  
 19 the Decatur property?  
**20 A. I have no recollection of when, if ever.**  
 21 Q. Do you have -- okay. If ever, okay. So...  
**22 A. Interesting.**  
**23 You have somebody feeding you questions while**  
**24 you're waiting?**  
 25 Q. Do you have -- I'm the one asking the

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1 questions right now.  
**2 A. Okay. I just think it's interesting.**  
 3 Q. All right. So do you have any involvement in  
 4 Tigor Title?  
**5 A. No.**  
 6 Q. Did you have any communications with anyone  
 7 from Tigor Title regarding the Brown versus Atkinson  
 8 matter?  
**9 A. Not to the best of my recollection.**  
 10 Q. What about with Valuation Consultants?  
**11 A. Not to the best of my recollection.**  
 12 Q. Have you ever discussed this case with an  
 13 appraiser?  
**14 A. Not to the best of my recollection.**  
 15 Q. Did you have any communications with anyone  
 16 from Kelly Mortgage & Realty?  
**17 A. Not to the best of my recollection.**  
 18 Q. Did you ever actually personally speak to any  
 19 of the witnesses in the Brown versus Atkinson matter?  
**20 A. Not to the best of my recollection.**  
 21 Q. So let's go to Exhibit 15. Tell me whenever  
 22 you're there.  
**23 A. I am there.**  
 24 Q. So would you agree with me this is a copy of  
 25 the Complaint filed by Charles Brown in the Brown

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1 versus Atkinson matter?  
**2 A. I would agree with you that this is a copy of**  
**3 the Complaint filed by the Law Office of Dan Winder on**  
**4 Mr. Brown's behalf.**  
5 Q. Now, is your name anywhere on this document?  
**6 A. My name is there, yes.**  
7 Q. So your name is on the top, right? On the  
8 top -- on the caption?  
**9 A. Yes, it is. And it's also on page 11.**  
10 Q. And you previously have testified you had no  
11 involvement in this Complaint, correct?  
**12 A. Yes.**  
13 Q. Now, is it normal for your name to be on a  
14 Complaint that you have no involvement in?  
**15 A. Yes.**  
16 Q. Okay. That's a standard practice that goes  
17 on?  
**18 A. Yes.**  
19 Q. All right. You see nothing wrong with that?  
**20 A. No.**  
21 Q. All right. And I just want to clarify.  
22 Now that you're looking at this Complaint  
23 again, is it still your testimony you had no  
24 involvement whatsoever with this Complaint?  
**25 A. Again, to the best of my recollection, no.**

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1 Q. Okay. Now, I want to turn your attention to  
2 Exhibit 20. Tell me whenever you're there.  
**3 A. Okay. And I just want to say on Exhibit 15,**  
**4 apparently, it was prepared by Scott Dorman, who was an**  
**5 attorney at the Winder law office back at this time,**  
**6 and he was the one that signed this document for Dan**  
**7 Winder.**  
8 (Simultaneous conversation.)  
9 Q. So my question is: How do you know who  
10 prepared this Complaint?  
**11 A. I don't know.**  
12 Q. You just -- I thought you just said,  
13 apparently, it was prepared by --  
**14 A. Well, it was signed -- I should say it was**  
**15 signed by Scott Dorman.**  
16 Q. So you're saying Scott Dorman signed it.  
17 Yet, as you sit here today, you have no idea  
18 who prepared this, the Complaint, correct?  
**19 A. That's true.**  
20 Q. Because he could be doing stuff like you do,  
21 you know, just signing stuff for people without  
22 actually looking at it, right?  
**23 A. It is certainly possible, yes.**  
24 Q. Okay. All right. So let's go to Exhibit 20.  
25 Tell me whenever you're there.

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**1 A. I'm there.**  
2 Q. Now, did you -- what is Exhibit 20?  
**3 A. Notice of Lis Pendens.**  
4 Q. And have you ever seen this document before?  
**5 A. Not to the best of my recollection.**  
6 Q. Did you have any involvement in drafting this  
7 document?  
**8 A. Not to the best of my recollection.**  
9 Q. Do you know who did draft this?  
**10 A. Not to the best of my recollection.**  
11 Q. And your name is on the caption --  
**12 A. Yes.**  
13 Q. -- of this lis pendens, correct?  
**14 A. Yes.**  
15 Q. Okay. Now, if you go to page 2 of Exhibit 20  
16 where it goes over the premises affected by this suit.  
17 Do you see that?  
**18 A. Yes.**  
19 Q. So this is saying that the premises affected  
20 by this suit is the property known as 5288 Auburn  
21 [sic], Las Vegas, correct?  
**22 A. That's what the document says.**  
23 Q. Do you know why it says that?  
**24 A. Nope.**  
25 Q. Did you ever ask Dan why it says that?

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**1 A. Other than after his deposition.**  
2 Q. Okay. And did you have any involvement in  
3 trying to help Charles Brown obtain title to an Auburn  
4 property?  
**5 A. Not to the best of my recollection.**  
6 Q. Whenever Dan Winder told you about this case,  
7 did he ever actually show you the representation  
8 agreements which indicate that they're for an Auburn  
9 property?  
**10 A. I believe that would be attorney/client**  
**11 privilege.**  
**12 But without waiving any objection I may have**  
**13 in the future, the answer would be no.**  
14 Q. So let's go to Exhibit 21.  
**15 A. Okay.**  
16 Q. What do you understand this document to be?  
**17 A. Just what it says, Amended Notice of**  
**18 Lis Pendens.**  
19 Q. And did you have any involvement in drafting  
20 this document?  
**21 A. Not to the best of my recollection.**  
22 Q. And what was the purpose of this document?  
**23 A. Again, the document speaks for itself. And I**  
**24 see on the second page that I did sign the document.**  
25 Q. So you have no idea what this document is

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1 for; is that correct?  
**2 A. It was something that needed to be signed by**  
**3 an attorney from the law office, and I signed it.**  
 4 Q. Well, you signed it?  
**5 A. Yes.**  
 6 Q. Okay. So this is another thing you signed  
 7 without looking into; is that correct?  
**8 A. Yeah.**  
 9 Q. Okay. And you don't see anything wrong with  
 10 that?  
**11 A. No.**  
 12 Q. All right. And so -- hmm. One second.  
 13 Have you ever spoken to Keith Harper?  
**14 A. Not to the best of my recollection.**  
 15 Q. Do you know who Keith Harper is?  
**16 A. No.**  
 17 Q. Do you know who Joyce Mack is?  
**18 A. No.**  
 19 Q. Do you know who Tracy Kelly is?  
**20 A. No.**  
 21 Q. Do you have any recollection of ever speaking  
 22 to any of them?  
**23 A. Not to the best of my recollection.**  
 24 Q. Okay. Now, when the Brown versus Atkinson  
 25 matter was going on with discovery, did you ever

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1 participate in drafting written discovery requests?  
**2 A. Not to the best of my recollection. Although**  
**3 it is certainly possible I may have.**  
 4 Q. And did you ever participate in drafting  
 5 written discovery responses?  
**6 A. Not to the best of my recollection. Although**  
**7 it is always possible I may have.**  
 8 Q. Okay. Well, do you have any actual  
 9 recollection of actually meeting with Charles Brown to  
 10 discuss any written discovery matters?  
**11 A. No.**  
 12 Q. Okay. So I just kind of want to go over --  
 13 recap what we have been through. We've been through  
 14 Exhibit 13, which is the letter that you drafted.  
 15 And you did testify you did have involvement  
 16 in drafting that letter, correct?  
**17 A. To the best of my recollection, yes.**  
 18 Q. And then we went through the Complaint, and  
 19 you testified you don't really have any recollection of  
 20 actually drafting that Complaint, correct?  
**21 A. That is correct.**  
 22 Q. So the next thing would have been the early  
 23 case conference or the early arbitration conference.  
 24 Do you have any recollection of participating  
 25 in that?

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**1 A. I don't have any recollection.**  
 2 Q. Do you have any recollection of if the Brown  
 3 versus Atkinson matter was in arbitration?  
**4 A. I don't have any recollection on that.**  
 5 Q. Do you know who the arbitrator was?  
**6 A. Obviously, I have no recollection.**  
 7 Q. Do you have any recollection of representing  
 8 to the arbitrator in the Brown versus Atkinson case  
 9 that Dan Winder has previously done business with  
 10 Charles Brown?  
**11 A. I don't recall ever doing that, but it's --**  
 12 (Simultaneous conversation.)  
 13 Q. Is that something that you would be saying?  
**14 A. I don't recall ever saying it. I mean, if it**  
**15 was something that was asked of me and if it was**  
**16 something that I knew of and if it was something that**  
**17 was true, then I probably would have said it, but I do**  
**18 not recall ever saying that.**  
 19 Q. Well, is it true that Charles Brown has done  
 20 business before with Dan Winder?  
**21 A. I don't know.**  
 22 Q. So if you don't know, you wouldn't have said  
 23 it, right?  
**24 A. I don't know that I did say it.**  
 25 Q. So why would you be saying it if you don't

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1 know?  
**2 A. I just told you I don't know that I did say**  
**3 it.**  
 4 Q. So you cannot affirmatively deny saying it,  
 5 as you sit here today; is that correct?  
**6 A. I can't affirmatively deny or confirm that I**  
**7 said it, and that is a very fancy way of trying to trap**  
**8 me into an answer that I'm not going to fall for.**  
 9 Q. Okay. You're not going to fall for anything?  
**10 A. Not anything from you.**  
 11 Q. Okay. All right. I want to go to Exhibit 5.  
 12 Tell me whenever you're there.  
**13 A. Exhibit 5. Too many exhibits.**  
**14 Okay. Yes, I see that.**  
 15 Q. I want to turn your attention to the last  
 16 page of Exhibit 5. The Bates stamps are ATKINSON34.  
**17 A. Okay.**  
 18 Q. Now, this is a check, obviously.  
**19 A. Obviously.**  
 20 Q. And it is a check from the Law Office of  
 21 Dan M. Winder; is that correct?  
**22 A. That's what it says.**  
 23 Q. Did you have any involvement in drafting this  
 24 check?  
**25 A. Absolutely none.**

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1 Q. Is that your handwriting?  
 2 **A. No, it is not.**  
 3 Q. Do you know whose handwriting it is?  
 4 **A. I don't know. The signature at the bottom**  
 5 **appears to be Dan Winder's, but I'm not a handwriting**  
 6 **expert.**  
 7 Q. Have you ever written any checks that were  
 8 issued by the Dan Winder law firm?  
 9 **A. Never.**  
 10 Q. Is that only Dan's responsibility?  
 11 **A. I believe some checks may be written by the**  
 12 **office manager and signed by Dan, but I'm not sure.**  
 13 Q. And who's the office manager again?  
 14 **A. Gloria Banks-Weddle.**  
 15 Q. How long has she been the office manager?  
 16 **A. Since I've been there.**  
 17 Q. Okay. And were you ever aware that this  
 18 check had been issued?  
 19 **A. Not prior to the deposition --**  
 20 Q. And when you say --  
 21 **A. -- of Mr. Winder.**  
 22 Q. Okay. So you're saying not prior to Dan  
 23 Winder's deposition; is that correct?  
 24 **A. Right.**  
 25 Q. Okay. Do you find it at all odd that there's

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1 this check being written from the Dan Winder law firm  
 2 to Valuation Consultants?  
 3 **A. For the record, I would object as to**  
 4 **relevance as to my belief.**  
 5 **But to answer your question, no, I don't find**  
 6 **anything unusual about it.**  
 7 Q. Do you find anything unusual about the fact  
 8 that it's dated before there's even been a  
 9 representation agreement signed between the law firm  
 10 and Charles Brown?  
 11 **A. I don't know if that indeed is the case, and**  
 12 **I don't know the circumstances surrounding that letter**  
 13 **or for what purposes or what was discussed. So, no,**  
 14 **personally at this point I don't find anything unusual**  
 15 **about anything.**  
 16 Q. Let's go back to Exhibit -- one second. I  
 17 just want to get the correct exhibit number. I think  
 18 it's Exhibit 2.  
 19 **A. Okay. I'm there.**  
 20 Q. So this -- we went over this. It's a  
 21 representation agreement between the law firm and  
 22 Charles Brown.  
 23 If you turn to the last page, do you see the  
 24 date on there?  
 25 **A. I do see the date that was written on there,**

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1 **yes.**  
 2 Q. What date is written on there?  
 3 **A. August 10th --**  
 4 Q. Okay.  
 5 **A. -- 2017.**  
 6 Q. So then let's go to Exhibit 3.  
 7 **A. Excuse me. 2017.**  
 8 Q. August 10, 2017, correct?  
 9 **A. Yes.**  
 10 Q. Let's go to Exhibit 3.  
 11 **A. Okay.**  
 12 Q. This is the second representation agreement  
 13 between the law firm and Charles Brown.  
 14 If you go to the last page, what date do you  
 15 see on that document?  
 16 **A. It's written August 21st, 2017.**  
 17 Q. Do you have any personal knowledge to dispute  
 18 the fact that these representation agreements were  
 19 correctly dated and they were actually signed on the  
 20 date that's reflected here?  
 21 **A. I don't have any personal knowledge to**  
 22 **confirm or dispute any dates that are written on there.**  
 23 Q. Okay. So going back to Exhibit 5, do you  
 24 find anything unusual about the fact that this check  
 25 from the Winder law office is dated August 7th, which

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1 is before the dates indicated on Exhibit 2 and  
 2 Exhibit 3?  
 3 **A. Again, if you're asking me do I find anything**  
 4 **unusual, no, I don't. I don't know the circumstances**  
 5 **surrounding --**  
 6 Q. Now --  
 7 **A. -- anything.**  
 8 Q. Sorry.  
 9 What did you say?  
 10 **A. I don't know the circumstances around the**  
 11 **check or the fee agreement, retainer agreement.**  
 12 Q. Okay. Now, have you ever -- in your history,  
 13 whenever you owned your own law firm, did you ever  
 14 issue any checks to appraisers?  
 15 **A. To the best of my recollection, I don't**  
 16 **believe I did.**  
 17 Q. All right. Now, have you ever seen any other  
 18 checks that were issued by the Winder law firm  
 19 regarding the Decatur property?  
 20 **A. None other than anything that was presented**  
 21 **in Mr. Winder's deposition.**  
 22 Q. Now, I want to go to Exhibit 17. Tell me  
 23 whenever you're there.  
 24 **A. Okay. I'm here.**  
 25 Q. So what do you understand Exhibit 17 to be?

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1 **A. Just what the document says. It's Plaintiff**  
 2 **Brown's First Supplement to Initial Disclosures.**  
 3 Q. Did you have any involvement in drafting  
 4 that?  
 5 **A. To the best of my recollection, no.**  
 6 Q. All right. And is your name on the caption  
 7 of that document?  
 8 **A. Yes.**  
 9 Q. Okay. Now --  
 10 **A. Just so you know, every legal document that**  
 11 **has come out of this office for the past 12 years has**  
 12 **my name and Mr. Winder's name in the caption of that**  
 13 **document or just about every one.**  
 14 Q. So what's your testimony? Every one or just  
 15 about every one?  
 16 **A. My testimony is every one should, but I'm not**  
 17 **going to go out on the limb and guarantee that every**  
 18 **one did because I don't type any of them.**  
 19 Q. So if it didn't have your name on it, would  
 20 that be a mistake?  
 21 **A. Yes.**  
 22 Q. Okay. So that would be an error?  
 23 **A. Yes.**  
 24 Q. Okay. Do you think any such errors were made  
 25 in the Brown versus Atkinson matter?

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1 **A. Not that I'm aware of. But I'm not going to**  
 2 **commit to no errors were made. I mean, as you pointed**  
 3 **out, one that may have been an error relative to the**  
 4 **retainer agreements and what they referred to.**  
 5 Q. Okay. Well, I want to turn your attention  
 6 within Exhibit 17 -- why don't you look at the exhibits  
 7 to that document. So it starts around the fifth page.  
 8 Tell me whenever you're there.  
 9 **A. You're talking about Defendant Winder's**  
 10 **Response to Plaintiff Lavelle Atkinson's First Set of**  
 11 **Interrogatories?**  
 12 Q. Are you on Exhibit 17?  
 13 **A. I thought I was, yes.**  
 14 Q. Well, our Exhibit 17 says Plaintiff Brown's  
 15 First Supplement to Initial Disclosures.  
 16 **A. Okay.**  
 17 Q. Is that where you're at, too?  
 18 **A. Yeah.**  
 19 Q. Okay. So I want to go to like the fifth  
 20 page where it starts saying Conditional Loan Quote.  
 21 Are you there?  
 22 **A. I'm not seeing this. The first page says**  
 23 **List of Witnesses. It's 1 of 4. The second page of 4,**  
 24 **third page of 4, fourth page of 4. Now what -- let me**  
 25 **see if there's a fifth page of...**

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1 **And then there's somehow -- and I've got a**  
 2 **feeling that my papers got messed up, but the next**  
 3 **page after 4 of 4 is a page that says page -- at the**  
 4 **bottom has page 8.**  
 5 Q. Okay. All right. Well, within Exhibit 17 it  
 6 says Conditional Loan Quote.  
 7 My question is: Did you have any involvement  
 8 in drafting up any kind of Conditional Loan Quotes?  
 9 **A. I don't see anything within Exhibit 17 that**  
 10 **says Conditional Loan Quote.**  
 11 Q. Okay. So it is in Exhibit 17. I don't know,  
 12 again, what your printing issues were.  
 13 But my question is: Do you have any  
 14 recollection of actually drafting any Conditional Loan  
 15 Quotes?  
 16 **A. No.**  
 17 Q. Okay. Now, aside from appearing for covering  
 18 Mr. Brown's deposition, did you do any actual work on  
 19 the Brown versus Atkinson case?  
 20 **A. To the best of my recollection, I do recall**  
 21 **arguing a motion in court on it. I don't recall when**  
 22 **or exactly what the motion was.**  
 23 Q. So you recall -- but you recall arguing some  
 24 motion in court; is that correct?  
 25 **A. Yes.**

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1 Q. And when was this?  
 2 **A. Don't recall.**  
 3 Q. What do you recall about -- what do you  
 4 recall about it?  
 5 **A. The only thing that I recall is that I made**  
 6 **some great arguments, and, apparently, the Judge ruled**  
 7 **against me.**  
 8 Q. Okay. Do you know what arguments you made?  
 9 **A. No.**  
 10 Q. So I'm just trying to gather your  
 11 recollection from that hearing.  
 12 Who else was there?  
 13 **A. I don't recall. The Judge was there.**  
 14 **Lavelle who's on the other side was there. I don't --**  
 15 Q. Who was -- who was the Judge?  
 16 **A. Don't recall.**  
 17 Q. But you do recall covering that hearing?  
 18 **A. Yes.**  
 19 Q. Okay. All right. Did you -- did Charles  
 20 Brown attend that hearing?  
 21 **A. Don't recall.**  
 22 Q. Okay. Did you speak to Dan Winder after the  
 23 hearing?  
 24 **A. I'm sure I did, yes.**  
 25 Q. What did you relay to him?

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1 **A. Again, I believe that's attorney/client**  
 2 **privilege.**  
 3 **All I would probably recall is indicating**  
 4 **that the Judge ruled against us.**  
 5 Q. Okay. All right. Let's go to Exhibit 18.  
 6 Tell me whenever you're there.  
 7 **A. I'm there.**  
 8 Q. All right. What is Exhibit 18, to your  
 9 knowledge?  
 10 **A. It appears to be supplemental exhibits to**  
 11 **Plaintiff's Opposition to Defendant's Motion for**  
 12 **Summary Judgment and Plaintiff's counter-motion-Motion**  
 13 **for Summary Judgment.**  
 14 Q. All right. And your name is not on the  
 15 caption of this one; is that correct?  
 16 **A. That's apparently true, yes.**  
 17 Q. So that would be, as you testified earlier, a  
 18 mistake, an error, correct?  
 19 **A. Yes.**  
 20 Q. Okay. So did you have any involvement in  
 21 preparing this Exhibit 18?  
 22 **A. Not to the best of my recollection, and,**  
 23 **certainly, I don't believe so because otherwise my name**  
 24 **would have been in that document.**  
 25 Q. But there are documents that your name is on

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1 that you also have no knowledge about, correct?  
 2 **A. Yes.**  
 3 Q. Okay. Let's go to -- I want to go to a  
 4 certain page within Exhibit 18. It's near the end. It  
 5 should be actually the last page of that exhibit.  
 6 **A. Is that the one that says Affidavit of**  
 7 **Edmund Daire?**  
 8 Q. Correct.  
 9 **A. Okay. Yeah, I --**  
 10 Q. So do you know who Edmund Daire is?  
 11 **A. No.**  
 12 Q. Have you ever spoken to an Edmund Daire?  
 13 **A. Not to the best of my recollection.**  
 14 Q. Have you ever seen this affidavit before?  
 15 **A. Other than last week at Mr. Winder's**  
 16 **deposition, no.**  
 17 Q. Now, you testified earlier you recall going  
 18 to court, and you recall making some great arguments.  
 19 What were those arguments about?  
 20 **A. I don't recall, to the best of my**  
 21 **recollection at this time. Although I would state,**  
 22 **certainly, they would have been arguments in support of**  
 23 **our counter-motion-motion for summary judgment.**  
 24 Q. Okay. And you understand that this  
 25 Exhibit 18 is a supplement regarding that

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1 counter-motion for summary judgment?  
 2 **A. I understand that's what it says, yes.**  
 3 Q. So if you were the one, you know, making  
 4 those arguments, would you have actually reviewed this  
 5 supplement before the hearing?  
 6 **A. I probably would have, yes.**  
 7 Q. So -- okay. Now, would you have actually  
 8 reviewed this affidavit and confirmed that it was a --  
 9 that it had any kind of relevance to the counter-motion  
 10 for summary judgment?  
 11 **A. I would not have confirmed anything other**  
 12 **than that it was filed as part of the court records.**  
 13 Q. Okay. Now, what relevance do you think this  
 14 affidavit had to the Brown versus Atkinson matter?  
 15 **A. I do not recall at this time.**  
 16 Q. Do you have any personal knowledge, as you  
 17 sit here today, as to how it was relevant?  
 18 **A. No.**  
 19 Q. Okay. Now, do you have any personal  
 20 knowledge that Edmund Daire had ever represented  
 21 himself as wanting to invest in the Decatur property?  
 22 **A. I have no personal knowledge of that.**  
 23 Q. Have you ever personally reviewed the proof  
 24 of funds that are provided in Exhibit 18?  
 25 **A. No, I have not.**

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1 Q. Okay. Now, let's look at them. They're kind  
 2 of -- they start -- I'm trying to find a page number  
 3 for you. They start it looks like the fourth page --  
 4 the fourth page of Exhibit 18.  
 5 **A. Okay. I see a document, yes.**  
 6 Q. So do you see how on the right-hand side it  
 7 says statement period, May 18th -- sorry -- May 16th,  
 8 and it says the year is 2016? Do you see that?  
 9 **A. I do see that, yes.**  
 10 Q. So do you think that any kind of statement  
 11 from May 2016 would have any kind of relevance to the  
 12 Brown versus Atkinson matter?  
 13 **A. I have no personal knowledge whether it would**  
 14 **or would not.**  
 15 Q. Okay. And following the -- the documents  
 16 that follow from that, it looks like the next page of  
 17 Exhibit 18, which is page 5, it says May -- statement  
 18 period May 2016 again.  
 19 Do you see that?  
 20 **A. Yes.**  
 21 Q. And are you aware of when the purchase  
 22 agreement was signed?  
 23 **A. I am not.**  
 24 Q. Do you have any awareness of if it was even  
 25 in the year 2016?

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1 **A. I have no personal knowledge.**  
 2 Q. Okay. Now, looking through the rest of these  
 3 statements, do you see anything in here about it  
 4 reflecting the year 2017?  
 5 **A. On my review it does not appear that way.**  
 6 **But I have not looked real closely to these documents,**  
 7 **but I don't see anything that does indicate that.**  
 8 Q. Okay. All right. Let's go to Exhibit 19.  
 9 Tell me whenever you're there.  
 10 **A. I'm there.**  
 11 Q. What do you understand Exhibit 19 to be?  
 12 **A. This appears to be a billing statement from**  
 13 **the Law Office of Dan Winder.**  
 14 Q. And when you say it "appears to be a billing  
 15 statement," would that mean to be something that gets  
 16 sent out to Charles Brown?  
 17 **A. Not necessarily, no. Because it was not --**  
 18 **to the best of my knowledge, this was not an hourly**  
 19 **billing case.**  
 20 Q. Okay. So I want to go through it.  
 21 Would this have been the entries -- when  
 22 we're talking about Time Matters, would this have been  
 23 the entries from Time Matters?  
 24 **A. That's what it appears to be, yes.**  
 25 Q. And did you personally prepare these -- all

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1 of these and print these out?  
 2 **A. I personally prepared none of these --**  
 3 Q. Okay.  
 4 **A. -- and printed none of these out.**  
 5 Q. So let's go to the last page, D0020. Tell me  
 6 whenever you're there.  
 7 **A. I'm there.**  
 8 Q. So I'll represent to you that the earliest  
 9 date that there's an entry on here is that last entry  
 10 where it says 8/21/17.  
 11 Do you see that?  
 12 **A. Yes.**  
 13 Q. So it looks like it says Charles -- it says  
 14 Brown, Charlie, to see DMW per DMW, DMW walk-in.  
 15 Do you see that?  
 16 **A. Yes.**  
 17 Q. Do you have any personal recollection of  
 18 Charles Brown ever coming into the Winder law office  
 19 before August 21st, 2017?  
 20 **A. No, I do not.**  
 21 Q. All right. Now, I assume you did not meet  
 22 with Charles Brown during that meeting on August 21st,  
 23 2017, correct?  
 24 **A. To the best of my recollection, I did not.**  
 25 Q. Okay. And then let's go back to the top. I

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1 want to go back to page 1 of Exhibit 19.  
 2 **A. Okay.**  
 3 Q. All right. Now, on D0015 -- that's the page  
 4 number I'm on -- it looks like where the entries start  
 5 for you -- I assume you're AW, correct?  
 6 **A. I assume so, yes.**  
 7 Q. Okay. Now, it says, on June 13th, 2018,  
 8 review letter, phone call with attorney.  
 9 Do you see that?  
 10 **A. I see that.**  
 11 Q. So what letter would you have been reviewing?  
 12 **A. I have no recollection.**  
 13 Q. Okay. And then it says phone call with  
 14 attorney.  
 15 What attorney would you have been  
 16 communicating with?  
 17 **A. I have no recollection.**  
 18 Q. Okay. And then let's go to June 21st, 2018.  
 19 It looks like another entry with your initials. It's  
 20 saying send letter to opposing attorney.  
 21 Do you see that?  
 22 **A. I do see that, yes.**  
 23 Q. And do you know what letter you're talking  
 24 about here?  
 25 **A. I have no idea.**

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1 Q. All right. And I want to go to June 22nd,  
 2 2018.  
 3 Do you see that?  
 4 **A. Yes.**  
 5 Q. It says SLM --  
 6 Who's SLM again?  
 7 **A. Sherrie Martin.**  
 8 Q. Okay. And it says draft email to  
 9 Attorney Pereyra with letter from Arnold.  
 10 Do you see that?  
 11 **A. I do see that, yes.**  
 12 Q. So what letter would be from you?  
 13 **A. I assume -- and I don't know. I have no**  
 14 **personal knowledge. But I assume it would be the**  
 15 **6/21/18 letter.**  
 16 Q. Okay. And you don't have any recollection as  
 17 to what that letter was about?  
 18 **A. No.**  
 19 Q. Let's go to June 26th, 2018. Tell me  
 20 whenever you're there. It's on D0016.  
 21 **A. I'm there.**  
 22 Q. Okay. This looks like another one where it's  
 23 your initials. It says review answer, phone call with  
 24 attorney.  
 25 Do you see that?

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1 **A. I do see that.**  
 2 Q. So would this have been you reviewing the  
 3 answer in the Brown versus Atkinson matter?  
 4 **A. I have no personal recollection, but I would**  
 5 **assume so.**  
 6 Q. Okay. And it says phone call with attorney.  
 7 So what attorney did you have a phone call  
 8 with?  
 9 **A. I have no personal recollection.**  
 10 Q. All right. And why were you reviewing the  
 11 answer?  
 12 **A. I assume to make sure that they were denying**  
 13 **or admitting or had no personal knowledge about certain**  
 14 **allegations that would have been made in the Complaint**  
 15 **and reviewed it to see what affirmative defenses, if**  
 16 **any, were raised.**  
 17 Q. And why would you make a phone call -- I'm  
 18 just curious how it says phone call with attorney.  
 19 Could that possibly mean Dan Winder, or would  
 20 it -- or would that always mean an opposing counsel  
 21 attorney?  
 22 **A. It should mean an opposing -- or another**  
 23 **attorney, yes.**  
 24 Q. Okay. And so why would you be having a phone  
 25 call with an attorney at that time?

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1 **A. I don't recall. Perhaps I saw something that**  
 2 **stood out in the answers that I wanted to speak with**  
 3 **him about, but I have no personal recollection. Him or**  
 4 **her.**  
 5 Q. It looks like it says on -- moving on to  
 6 8/7/18, it says phone call with client attorney.  
 7 Do you see that?  
 8 **A. 8/7, yes, I do.**  
 9 Q. Do you know why you would be having a phone  
 10 call with the client or the attorney -- or an attorney  
 11 at that time?  
 12 **A. I have no personal recollection.**  
 13 Q. Let's go to 8/7/18. This is another one with  
 14 your initials. Phone call with client, arb.  
 15 Do you see that?  
 16 **A. I do see that.**  
 17 Q. Does this refresh your recollection about if  
 18 this case was in arbitration or not?  
 19 **A. It doesn't refresh my recollection. But it**  
 20 **is apparent that there probably was an arbitrator**  
 21 **involved.**  
 22 Q. Okay. Let's go to 8/20/18 with your  
 23 initials. It says review arb notice, phone call with  
 24 attorney.  
 25 Do you see that?

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1 **A. I do see that.**  
 2 Q. And then let's go to 8/21/18 with your  
 3 initials. It says EAC meeting.  
 4 Do you see that?  
 5 **A. I do see that.**  
 6 Q. So is it fair to assume that because your  
 7 initials are right there and then it says EAC meeting,  
 8 that you were the one actually participating in the EAC  
 9 meeting?  
 10 **A. It is fair to assume that I had some**  
 11 **involvement. Although it seems like it was for**  
 12 **two-tenths of an hour. So I don't know that we**  
 13 **actually had an EAC meeting, and I have no personal --**  
 14 Q. So where does it say -- where does it say it  
 15 was for two-tenths of an hour?  
 16 **A. On the right side.**  
 17 **The same document, do you see where on the**  
 18 **top it says --**  
 19 (Simultaneous conversation.)  
 20 Q. So you think that says --  
 21 (Reporter interrupted.)  
 22 **THE WITNESS: Actually -- are you able to**  
 23 **take this down?**  
 24 BY MS. BARRAZA:  
 25 Q. Go ahead, Mr. Weinstock.

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1 **A. Actually, based upon the angle I was looking**  
 2 **at it before and because of my age, I see that the EAC**  
 3 **meeting was actually .7 of an hour. The .02 was the**  
 4 **one before and after that.**  
 5 Q. So does that make you believe that, actually,  
 6 you know, that EAC meeting lasted, you know, the .7  
 7 instead of .2?  
 8 **A. I -- I would believe that, yes, but I have no**  
 9 **personal recollection.**  
 10 Q. Okay. And is it fair to assume that because  
 11 it says .7, that an actual meeting did occur?  
 12 **A. I think it would be fair to assume that, but**  
 13 **I would have no personal recollection.**  
 14 Q. And as you sit here today, have you had your  
 15 recollection refreshed as to making a representation  
 16 during that EAC meeting that Dan Winder has previously  
 17 helped out Charles Brown with another matter?  
 18 **A. Absolutely not.**  
 19 Q. Okay. Is that something that you can rule  
 20 out saying, or you can't rule out saying that?  
 21 **A. I can't rule out anything if I don't have any**  
 22 **recollection of it.**  
 23 Q. Okay. Let's go to...  
 24 Now, what I'm not seeing on here -- I just  
 25 want to confirm with you -- I'm not seeing that you did

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1 enter in your time for drafting that December 6th,  
 2 2017, letter.  
 3 Is that -- is that the case?  
 4 **A. Again, the document speaks for itself. I**  
 5 **don't recall entering that. That's probably one of**  
 6 **those many errors that I made and continue to make in**  
 7 **not documenting my time.**  
 8 Q. Okay. I want to turn your attention to the  
 9 last page of Exhibit 18 -- I mean 19, D20.  
 10 Do you see --  
 11 **A. Got it.**  
 12 Q. -- the entry for October 1st, 2018?  
 13 It looks like it's another meeting with  
 14 Charles Brown, and it says office appointment with Dan  
 15 and Arnold.  
 16 Do you see that?  
 17 **A. I do see that, yes.**  
 18 Q. What was that meeting about?  
 19 **A. I don't have any recollection that I was**  
 20 **present at that meeting.**  
 21 **And if I was present, it would have been**  
 22 **attorney/client privilege anyways.**  
 23 Q. Okay. Did you have any involvement in  
 24 drafting any kind of arbitration brief?  
 25 **A. Not to the best of my recollection.**

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1 Q. Did you have any involvement in drafting any  
 2 of the summary judgment briefings?  
 3 **A. Not to the best of my recollection.**  
 4 MS. BARRAZA: Okay. All right. We're almost  
 5 finished, but I do want to take just a quick -- another  
 6 two-minute break to locate another exhibit that I want  
 7 us to talk about.  
 8 **THE WITNESS: Okay.**  
 9 MS. BARRAZA: Okay. We can go off. Thanks.  
 10 (Recess taken from 4:01 p.m. to 4:04 p.m.)  
 11 MS. BARRAZA: All right. So we're back on.  
 12 BY MS. BARRAZA:  
 13 Q. I want to turn your attention to Exhibit 8.  
 14 **A. Is this the document Affidavit of Joyce Mack?**  
 15 Q. That's the first page, correct. I want you  
 16 to go to near the very end, the second-to-last page.  
 17 The Bates number is ATKINSON404.  
 18 **A. I am there.**  
 19 Q. So this appears to be a check issued from the  
 20 Dan Winder law office.  
 21 Do you see that?  
 22 **A. Yes.**  
 23 Q. Have you ever seen this check before?  
 24 **A. Other than at the deposition a week ago.**  
 25 Q. All right. Now, do you have any personal

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1 knowledge as to whether Financial Solutions & Real  
 2 Estate Network -- as to anything about that company?  
 3 **A. What was that question?**  
 4 Q. Do you have any personal knowledge about the  
 5 company Financial Solutions & Real Estate Network?  
 6 **A. I have no personal knowledge.**  
 7 Q. So you have no idea what that company does,  
 8 correct?  
 9 **A. I have no personal knowledge.**  
 10 Q. So you have no knowledge as to whether they  
 11 are an escrow company, correct?  
 12 **A. I have no personal knowledge.**  
 13 Q. Okay. Do you have any personal knowledge as  
 14 to whether this check that we're looking at on  
 15 ATKINSON404 was ever cashed?  
 16 **A. I have no personal knowledge.**  
 17 Q. All right. And you had no involvement in  
 18 this check, correct?  
 19 **A. That is correct.**  
 20 Q. And I want to turn your attention to  
 21 Exhibit 25. Tell me whenever you're there. So I know  
 22 you've stated earlier that you don't want to talk about  
 23 Exhibit 25, but all I want to know from you is that you  
 24 have no dispute regarding the authenticity of these  
 25 documents.

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1 **A. I -- from the ones that I looked at, they**  
 2 **appear -- the legal documents I have no dispute of.**  
 3 **Some of the other documents I'm not sure of, but I**  
 4 **don't know, again, what relevance any of those have.**  
 5 Q. So if you want to let us know, what, if any,  
 6 specific documents would you be disputing the  
 7 authenticity of?  
 8 **A. The documents that I saw which I have never**  
 9 **seen before dealing with agreements between an office**  
 10 **that I ran in conjunction with the manager was a**  
 11 **Chinese individual who apparently sought -- signed some**  
 12 **advertising agreements with the company.**  
 13 Q. So what do you mean when you say there's  
 14 documents in here that you've never seen before?  
 15 **A. Just what I said.**  
 16 Q. Okay. So...  
 17 So I'll represent to you that everything  
 18 within these -- within Exh bit 25 are documents that  
 19 have been filed.  
 20 So do you have any reason to dispute the  
 21 authenticity of filed documents?  
 22 **A. I don't have any reason to dispute the**  
 23 **authenticity of any documents. It's just some of them**  
 24 **I've never seen, and some of them are, apparently --**  
 25 **and, again, my understanding is anything dealing with**

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**1 my State Bar records are not supposed to be available**  
**2 to the public after ten years.**  
**3 And so I don't know how you got any of these**  
**4 documents, and I don't know -- I don't personally**  
**5 recall most of those documents -- ever seeing those,**  
**6 although I'm not saying I didn't.**  
 7 Q. So who told you that State Bar documents are  
 8 supposed to be not available to the public after ten  
 9 years?  
**10 A. I believe State Bar Counsel once told me**  
**11 that.**  
 12 Q. Who specifically?  
**13 A. I don't recall. I was at a seminar.**  
 14 Q. Okay. All right. But, I mean, as we sit  
 15 here today -- I think you already kind of went over  
 16 it -- you did testify that, yes, you were disciplined,  
 17 you had your ability to practice taken away for a  
 18 period of time, and then it was reinstated; is that  
 19 correct? Is that the gist of it?  
**20 A. That is correct, yes.**  
 21 Q. Okay. All right. Do you have any personal  
 22 knowledge as to the fire that occurred at the Decatur  
 23 property?  
**24 A. I have no personal knowledge whether there**  
**25 was or was not any fire at any property but certainly**

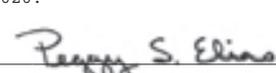
99

**1 don't know anything about it.**  
 2 Q. Okay. Have you ever personally loaned  
 3 Charles Brown any money before?  
**4 A. Absolutely not.**  
 5 Q. Is that a practice for you to ever loan money  
 6 to your clients?  
**7 A. It's a practice for me not to ever loan money**  
**8 to my clients.**  
 9 Q. Okay. Have you ever done it before?  
**10 A. Not that I recall.**  
 11 Q. And do you believe you've satisfied all of  
 12 your Rule 11 obligations with respect to the Brown  
 13 versus Atkinson matter?  
**14 A. I believe I have. If there's anything I**  
**15 haven't complied with, please let me know, and I'll**  
**16 make sure it's done.**  
 17 Q. Well, let me ask you this: With respect to  
 18 this instant litigation, the Atkinson versus Brown  
 19 litigation, do you recall having argued a motion  
 20 regarding seeking leave to amend the answer to add  
 21 affirmative defenses?  
**22 A. Yes.**  
 23 Q. And what was the result of that -- of that  
 24 motion?  
**25 A. I believe the Judge granted the motion and/or**

100

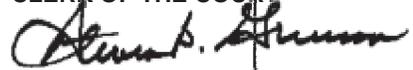
**1 at least -- I don't even recall if it was the Judge or**  
**2 the Discovery Commissioner, but I believe they granted**  
**3 the motion.**  
 4 Q. So did you then follow your obligations and  
 5 actually file that amended answer?  
**6 A. My understanding, the law office did. I**  
**7 certainly advised our paralegal to do it.**  
 8 Q. Okay. So if I were to tell you that that  
 9 hasn't been done, would that be a surprise to you?  
**10 A. Very much so.**  
 11 Q. Okay. All right.  
**12 A. And if it hasn't been, I will assure you, by**  
**13 Tuesday of next week, it will be.**  
 14 MS. BARRAZA: All right. Okay.  
 15 Mr. Weinstock, we can conclude the deposition. I do  
 16 want to talk to you for a minute offline just very  
 17 briefly if you're free.  
**18 THE WITNESS: Sure.**  
 19 THE REPORTER: Mr. Weinstock, would you like  
 20 a copy?  
 21 MR. WEINSTOCK: Sure.  
 22 (Whereupon, the deposition was concluded at  
 23 4:15 p.m. this date.)  
 24 \* \* \* \* \*  
 25

101

1 CERTIFICATE OF REPORTER  
 2 STATE OF NEVADA )  
 ) ss:  
 3 COUNTY OF CLARK )  
 4 I, Peggy S. Elias, a Certified Court Reporter  
 5 licensed by the State of Nevada, do hereby certify:  
 6 That I reported the deposition of ARNOLD WEINSTOCK on  
 7 Friday, December 4, 2020, at 2:00 p.m.  
 8 That prior to being deposed, the witness was  
 9 duly sworn by me to testify to the truth. That I  
 10 thereafter transcribed my said stenographic notes via  
 11 computer-aided transcription into written form, and  
 12 that the typewritten transcript is a complete, true and  
 13 accurate transcription of my said stenographic notes;  
 14 that review of the transcript was not requested.  
 15 I further certify that I am not a relative,  
 16 employee or independent contractor of counsel or of any  
 17 of the parties involved in the proceeding; nor a person  
 18 financially interested in the proceeding; nor do I have  
 19 any other relationship that may reasonably cause my  
 20 impartiality to be questioned.  
 21 IN WITNESS WHEREOF, I have set my hand in my  
 22 office in the County of Clark, State of Nevada, this  
 23 10th day of December, 2020.  
 24  
 25   
 PEGGY S. ELIAS, RPR, CCR NO. 274

# **EXHIBIT 8**

# **EXHIBIT 8**



1 **COM**

2 DAN M. WINDER, ESQ.  
3 Nevada State Bar No. 1569  
4 ARNOLD WEINSTOCK, ESQ.  
5 Nevada State Bar No. 810  
6 **LAW OFFICE OF DAN M. WINDER, P.C.**  
7 3507 W. Charleston Blvd.  
8 Las Vegas, NV 89102  
9 Telephone: (702) 878-6000  
10 Facsimile: (702) 474-0631  
11 Email: winderdanatty@aol.com  
12 *Attorney for Plaintiffs*

13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 CHARLES BROWN,

16 Plaintiffs,

17 vs.

18 LAVELLE P. ATKINSON, SHEILA  
19 ATKINSON; DOES I-V; and ROE  
20 CORPORATIONS I-V.

21 Defendants.

Case No: A-18-774764-C

Dept. No: Department 18

**COMPLAINT**  
**(Exempt from Arbitration  
as the amount in controversy  
exceeds \$50,000.00)**

22 COMES NOW, Plaintiff, CHARLES BROWN, by and through his attorneys  
23 of record, Dan M. Winder, Esq., of the law firm of DAN M. WINDER, P.C., as and  
24 for their complaint against Defendants, LAVELLE P. ATKINSON and SHEILA  
25 ATKINSON and hereby complains, alleges and states as follows:

26 **PARTIES**

27  
28  
PET APP 0616

1 1. Charles Brown (hereinafter "Brown" or Plaintiff) was at all times relevant a  
2 resident of Clark County, Nevada.  
3

4 2. Lavelle P. Atkinson and Sheila Atkinson (hereinafter "Atkinson" or Defendants)  
5 were at all times relevant residents of Clark County, Nevada.  
6

7 3. The true names and capacities, whether individual, corporate, associate or  
8 otherwise of other defendants hereinafter designated as DOES 1-5, and ROE  
9 Corporations 1-5 inclusive, who are in some manner responsible for the injuries  
10 described herein, are unknown at this time. Plaintiff, therefore, sues said  
11 Defendants by such fictitious names and will seek leave of the Court to amend this  
12 Complaint to show their true names and capacities when ascertained.  
13  
14

#### 15 VENUE AND JURISDICTION

16 4. Venue is proper in Clark County, Nevada pursuant to NRS 13.040.  
17

18 5. The exercise of jurisdiction by this Court over the Defendants in this civil action  
19 is proper pursuant to NRS 14.065.  
20

21 6. The breach of contract allegations for which Plaintiff complains and for which  
22 Defendants are liable arises out of actions that took place in Clark County, Nevada.  
23 Specifically, the circumstances, which led and caused Brown to sustain the  
24 complaint for damages, all of which occurred, here, in Las Vegas, Nevada.  
25

26 ///

1 GENERAL ALLEGATIONS

2 7. Plaintiff hereby repleads, realleges and incorporates by reference each and every  
3 allegation contained in paragraphs 1 through 6 above as if fully set forth herein.  
4

5 8. At all times relevant, including July 20, 2017, the Defendants were residents of  
6 Clark County and entered into a Purchase Agreement for the sale of real property.  
7

8 9. Upon information and belief, and at all times relevant to this action, the Purchase  
9 Agreement was for the sale of real property located at 2315 North Decatur Blvd.,  
10 Las Vegas, Nevada.  
11

12 10. Upon information and belief, and at all times relevant to this action the Clark  
13 County Assessor parcel Number for this property is 138-24-511-034 which is  
14 further described as approximately 0.55 acres.  
15

16 11. Plaintiff and Defendants entered into the Purchase Agreement for the sale of  
17 the real property in the amount of one hundred thousand dollars (\$100,000.00).  
18

19 12. Plaintiff and Defendants agreed that there would be a deposit of one thousand  
20 dollars (\$1,000.00) paid by Brown within two (2) business days of the effective  
21 date.  
22

23 13. As a result of Defendants' breach of contract, Plaintiff has sustained damages in  
24 excess \$10,000.00.  
25

26 14. The aforementioned breach of contract and resulting damages continue to effect  
27  
28

1 Plaintiff's financial affairs.

2  
3 **FIRST CAUSE OF ACTION**  
4 **(Breach of Contract-Against Defendants)**

5 15. Plaintiff incorporates by this reference the allegations set forth in each of the  
6 foregoing paragraphs of the Complaint as if fully set forth herein.

7 16. The Purchase Agreement constitutes a valid and enforceable contract between  
8  
9 Brown and Atkinson.

10 17. Brown has fully performed his obligations to Atkinson under the Purchase  
11 Agreement, or else its performance was excused by Atkinson's conduct.

12 18. Atkinson, on the other hand, has not performed and instead has materially  
13  
14 breached their obligations under the Purchase Agreement.

15 19. As a direct and proximate result of Atkinsons' material breaches of the Purchase  
16 Agreement, Brown has been damaged in an amount to be proven at trial, but no less  
17  
18 than \$100,000.00, plus collection costs, attorney's fees, and pre- and post-judgment  
19  
20 interest.

21 20. Brown is therefore entitled to relief as set forth below in the Prayer for Relief.

22  
23 **SECOND CAUSE OF ACTION**  
24 **(Breach of Covenant of Good Faith and Fair Dealing-Against Defendants)**

25 21. Brown incorporates by this reference the allegations set forth in each of the  
26  
27 foregoing paragraphs of the Complaint as if fully set forth herein.

1 22. As a matter of law, the Purchase Agreement between Brown and Atkinson  
2 contains a covenant of good faith and fair dealing requiring Atkinson to not act in such  
3 a way as to injure or destroy Brown's right to receive the benefits of his bargain but  
4 to act in a manner consistent with the law and with Brown' s justified expectation that  
5 it would receive the benefit of the parties' bargain.  
6

7  
8 23. Atkinson has breached their obligations under the covenant of good faith and fair  
9 dealing in the Purchase Agreement by, among other things, engaging in the conduct  
10 as set forth in this Complaint, including, without limitation, failing to deliver the said  
11 property located at 2315 North Decatur Blvd., Las Vegas, Nevada.  
12

13  
14 24. As a direct and proximate result of these and Atkinson's other material breaches  
15 of the covenant of good faith and fair dealing, Brown has been damaged in an amount  
16 to be proven at trial, but no less than \$100,000.00, plus collection costs, attorney fees,  
17 and pre- and post-judgment interest.  
18

19 25. Brown is therefore entitled to relief as set forth below in the Prayer for Relief.  
20

21 **THIRD CAUSE OF ACTION**  
22 **(Alternative Claim for Unjust Enrichment, Quasi Contract, and**  
23 **Contract Implied in Law-Against Defendants)**

24 26. Brown incorporates by this reference the allegations set forth in each of the  
25 foregoing paragraphs of the Complaint as if fully set forth herein.

26 27. If for any reason the Court or trier of fact in this case fails to find the existence of  
27

1 a valid and enforceable contract between Brown and Atkinson, Brown asserts this  
2 alternative claim for unjust enrichment, quasi contract, or contract implied in law  
3 against Atkinson.  
4

5 28. Brown conferred numerous benefits on Atkinson by, among other things, buying  
6 the property for above market value.  
7

8 29. Atkinson has not fully and fairly compensated Brown for the loss of profits that  
9 would have been earned by Brown.  
10

11 30. It would be inequitable and unjust for Atkinson to retain the benefits conferred  
12 upon them by Brown without fully and fairly compensating Brown for such benefits.  
13

14 31. Atkinson has, therefore, been unjustly enriched at Brown's expense.

15 32. As a direct and proximate result of this unjust enrichment, Brown has suffered  
16 damages in an amount to be proven at the trial in this matter but no less than  
17 \$100,000.00.  
18

19 33. Brown is therefore entitled to relief as set forth below in the Prayer for Relief.  
20

21 **FOURTH CAUSE OF ACTION**  
22 **(Alternative Claim for Contract Implied in Fact-Against Defendants)**

23 34. Brown incorporates by this reference the allegations set forth in each of the  
24 foregoing paragraphs of the Complaint as if fully set forth herein.  
25

26 35. If for any reason the Court or trier of fact in this case fails to find the existence of  
27  
28

1 an express contract between Brown and Atkinson, Brown asserts this alternative claim  
2 for contract implied in fact against Atkinson.  
3

4 36. The parties' communications, conduct, and business dealings over the course of  
5 their relationship established an implied-in-fact contract pursuant to which Brown  
6 agreed to pay an amount in exchange for delivery of the property located at 2315  
7 North Decatur Blvd. Las Vegas, Nevada, as set forth in this Complaint.  
8

9 37. Accordingly, a contract implied in fact existed between Brown and Atkinson.  
10

11 38. Brown fully performed his obligations under the implied-in-fact contract.  
12

13 39. Atkinson, on the other hand, materially breached their obligations under the  
14 implied-in-fact contract by, among other things, failing to turn over the property as  
15 agreed upon in the Purchase Agreement, and repudiating the contract.  
16

17 40. As a direct and proximate result of Atkinson's material breaches of the Agreement,  
18 Brown has been damaged in an amount to be proven at trial, but no less than  
19 \$100,000.00, plus collection costs, attorneys' fees, and pre- and post-judgment interest.  
20

21 41. Brown is therefore entitled to relief as set forth below in the Prayer for Relief.  
22

23 **FIFTH CAUSE OF ACTION**  
24 **(Alternative Claim for Promissory Estoppel-Against Defendants)**

25 42. Brown incorporates by this reference the allegations set forth in each of the  
26 foregoing paragraphs of the Complaint as if fully set forth herein.  
27

1 43. If for any reason the trier of fact in this case fails to find the existence of a valid  
2 and enforceable contract between Brown and Atkinson, Brown asserts this alternative  
3 claim for promissory estoppel against Atkinson.  
4

5 44. Atkinson, or their agents or representatives, promised to deliver to Brown real  
6 property located at 2315 North Decatur Blvd., Las Vegas, Nevada.  
7

8 45. Atkinson knew or should have known that Brown would act in reliance on such  
9 promises.  
10

11 46. Brown reasonably and justifiably relied on Atkinson's promises and acted in  
12 accordance with such reliance.  
13

14 47. Atkinson received significant benefits, including monetary benefits, as a result of  
15 Brown's conduct.  
16

17 48. Atkinson, however, has failed to deliver the property to Brown pursuant to the  
18 Purchase Agreement as Atkinson promised.  
19

20 49. As a direct and proximate result of this reasonable and justified reliance, Brown  
21 has suffered damages in an amount to be proven at the trial in this matter but no less  
22 than \$100,000.00.  
23

24 50. Brown is therefore entitled to relief as set forth below in the Prayer for Relief.  
25

26 ///

27 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Brown prays for judgment and equitable relief against Defendants as  
3 follows:  
4

5 1. On Brown's First Cause of Action, asserting a claim for breach of contract against  
6 Defendants, for Brown's general, compensatory, and consequential damages caused  
7 by Defendants' breaches of the Purchase Agreement in an amount to be established at  
8 trial, but no less than \$100,000.00, plus pre- and post-judgment interest, costs of  
9 collection, attorney fees, and court costs.  
10

11  
12 2. On Brown's Second Cause of Action, asserting a claim for breach of the covenant  
13 of good faith and fair dealing against Defendants, for Brown's general, compensatory,  
14 and consequential damages caused by Defendants' breaches of the covenant of good  
15 faith and fair dealing in an amount to be established at the trial, but no less than  
16 \$100,000.00, plus pre- and post-judgment interest, costs of collection, attorney fees,  
17 and court costs.  
18

19  
20 3. On Brown's Third Cause of Action, asserting an alternative claim for unjust  
21 enrichment, quasi contract, and contract implied in law against Defendants, for  
22 Brown's damages caused by Atkinson's unjust enrichment, quasi contract, and/or  
23 breaches of contract implied in law in an amount to be established at the trial, but no  
24 less than \$100,000.00, plus pre- and post-judgment interest, costs of collection,  
25  
26  
27

1 attorney fees, and court costs.

2  
3 4. On Brown's Fourth Cause of Action, asserting an alternative claim for breach of  
4 contract implied in fact against Defendants, for Brown's damages caused by Atkinson's  
5 breaches of contract implied in fact in an amount to be established at the trial, but no  
6 less than \$100,000.00, plus pre- and post-judgment interest, costs of collection,  
7 attorney fees, and court costs.  
8

9  
10 5. On Brown's Fifth Cause of Action, asserting an alternative claim for promissory  
11 estoppel against Defendants, for Brown's damages caused by its reliance on Atkinson's  
12 promises in an amount to be established at the trial, but no less than \$100,000.00, plus  
13 pre- and post-judgment interest, costs of collection, attorney fees, and court costs.  
14

15 6. For Brown's attorney fees and costs incurred in bringing this action as provided for  
16 by contract, statute, and/or law.  
17

18 7. For such other and further relief as the Court deems just and proper under the  
19 circumstances.  
20

21 ///

22 ///

23 ///

24 ///

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a trial by jury on all issues so triable.

3  
4 DATED this 18 day of May, 2018.

5 LAW OFFICE OF DAN M. WINDER, P.C.  
6 *D. Winder by S. D. Dora (3/08)*  
7 DAN M. WINDER, ESQ.  
8 Nevada State Bar No. 1569  
9 ARNOLD WEINSTOCK, ESQ.  
10 Nevada State Bar No. 810

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# **EXHIBIT 9**

# **EXHIBIT 9**



1 3. Defendant Sheila Atkinson  
2 c/o Adriana Pereyra, Esq.  
3 Integrity Law Firm  
4 819 South 6th Street  
5 Las Vegas, Nevada 89101  
6 Phone: 702-202-4449

This witness is expected to testify concerning the facts and circumstances surrounding the events outlined in Plaintiff's Complaint.

7 c/o Joseph A. Gutierrez, Esq.  
8 Maier Gutierrez & Associates  
9 8816 Spanish Ridge Avenue  
10 Las Vegas, Nevada 89148  
11 Phone: 702-629-7900

12 4. Tracy Williams, Escrow Officer  
13 Financial Solutions & Real Estate  
14 Network  
15 3281 Guasti Road, #700  
16 Ontario, CA 91761  
17 Phone: (909) 895-0546

This witness is expected to testify concerning the facts and circumstances surrounding the events outlined in Plaintiff's Complaint.

18 5. Keith Harper, MAI  
19 Certified General Appraiser  
20 Valuation Consultants  
21 4200 Cannoli Circle  
22 Las Vegas, NV 89103-5404  
23 Phone: 702-222-0018

This witness is expected to testify concerning the facts and circumstances surrounding the events outlined in Plaintiff's Complaint.

24 6. Austin Smoot  
25 Discovery Properties  
26 85 South Main Street  
27 Kamas, Utah 84036  
28 Phone: 801-360-2720  
Mobile: 435-783-3400

This witness is expected to testify concerning the facts and circumstances surrounding the events outlined in Plaintiff's Complaint.

7. Person Most Knowledgeable  
Financial Solutions and Realestate  
Network  
3281 Guasti Rd. suite 700  
Ontario, CA 91760  
Phone: 909-895-0546

This witness is expected to testify concerning the facts and circumstances surrounding the events outlined in Plaintiff's Complaint.

### NON-RETAINED EXPERTS

Persons Most Knowledgeable listed on Initial Early Case Conference Disclosure as well as any supplemental disclosures will be deemed as non-retained experts. These non-retained

1 experts are expected to testify as to their Knowledge of incidents alleged contained in the  
2 complaint.

3  
4  
5 **LIST OF DOCUMENTS**

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- 6  
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28
1. Ticor Title Preliminary Report Bates # 000001-000023
  2. Purchase Agreement and Joint Escrow Instructions Bates # 000001-000008
  3. Pre-Approval Letter from Kelly Mortgage and Realty
  4. Promissory Note

**DAMAGES**

Plaintiff's damages are:

TBD

Foe Interest from the date of Service of the Summons and Complaint

DATED this 25<sup>th</sup> day of October, 2018.

Submitted by

LAW OFFICE OF DAN M. WINDER PC

/s/ Dan M. Winder

DAN M. WINDER, ESQ.

Nevada Bar No. 001569

3507 W. Charleston Blvd.

Las Vegas, Nevada 89102

Tele: (702) 878-6000

Fax: (702) 474-0631

E-Mail: winderdanatty@aol.com

Attorney for Plaintiff

1  
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 16.1, I hereby certify that I am an employee of the LAW OFFICE OF DAN  
4 M. WINDER, P.C., and that on the 25th day of October, 2018, I served the foregoing **Initial**

5 **Disclosures** on counsel as follows:

6  by serving via court electronic filing system

7  
8 Adriana Pereya, Esq,  
9 Nevada State Bar No. 12263  
10 Integrity Law Firm  
11 819 South 6<sup>th</sup> Street  
12 Las Vegas, NV 89101  
13 Phone: 702-202-4449  
14 Fax: 702-947-2522  
15 Email: Adriana@integritylawnv.com  
16 *Attorneys for Defendants*

17  
18 Joseph A. Gutierrez, Esq.  
19 Nevada State Bar No. 9046  
20 MAIER GUTIERREZ & ASSOCIATES  
21 8816 Spanish Ridge Avenue  
22 Las Vegas, NV 89148  
23 Phone: 702-629-7900  
24 Fax: 702-629-7925  
25 Email: jag@mgalaw.com

26  
27  
28  
\_\_\_\_\_  
/s/ James R Winder

Employee of Law Office of Dan Winder

# **EXHIBIT 10**

# **EXHIBIT 10**



**KELLY MORTGAGE AND REALTY**

July 31, 2017

**Congratulations, YOU ARE PRE-APPROVED!!**

Property Address: 2315 N. Decatur Blvd.- Las Vegas, NV

Purchase Price: \$250,000

Loan Amount: \$200,000

This letter is to inform you that Stacey Brown has been pre-approved for a loan with Kelly Mortgage and Realty, Inc., a Mortgage Banker. The buyer has supplied us with information related to her income, assets, credit, and liabilities. Based on this information, she will qualify for the loan in which she has applied.

This pre-approval has been based on the following:

- \* Complete Loan Application
- \* Full Tri-Merge Credit Report and Analysis
- \* Income Analysis and Verification
- \* Asset Analysis and Verification

This pre-approval is subject to a satisfactory appraisal and preliminary title report of the subject property, as well as final sign off from the Underwriting Team.

We are committed to providing Stacey with a competitive advantage by ensuring she is educated and prepared for every step of the process, and each milestone is done on time to ensure the subject property sells as efficiently as possible. Our goal is to provide a world class experience to everyone involved in the process. We appreciate your consideration.

If you have any questions or wish to discuss this in further detail, please contact me directly at (702) 542-7223 or v.williams@kellymortgageandrealty.com

Respectfully,

Veda Williams, Mortgage Consultant

Direct: (702) 542-7223

Fax: (323) 723-3966

Website: [www.kellymortgageandrealty.com](http://www.kellymortgageandrealty.com)

NMLS: 1472283

BRE: 01491410

NMLS Company: 3160

92 Argonaut # 215 \* Aliso Viejo, CA 92656

PET APP 0633  
ATKINSON0364

# **EXHIBIT 11**

# **EXHIBIT 11**



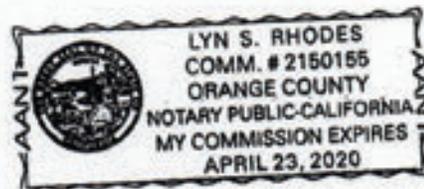
9. The NMLS listed on the letter is not related to my company and does not exist (See attached Exhibit "4"). The NMLS company number and BRE do belong to Kelly Mortgage.
10. The fax number listed on the letter, (323) 723-3966, is not related to my office.
11. My assistant's name is Veda Williams, but she is not a Mortgage Consultant and she did not sign the letter.
12. I am the only person who signs pre-approval letters. The signature line on the bottom of the page is a copy and paste job and not the same font as the rest of the document.
13. I have never met or spoken to Stacy or Charles Brown.
14. I have never processed a loan for the property located at 2315 N. Decatur Boulevard, in Las Vegas, Nevada.
15. I believe that the attached letter in Exhibit "2" was falsified and fraudulently submitted as evidence of financing for the property located at 2315 N. Decatur Boulevard, in Las Vegas, Nevada.

Dated this 29<sup>th</sup> day of November, 2018.

Tracy L Kelly  
Tracy L. Kelly

SUBSCRIBED and SWORN before me this  
29<sup>th</sup> day of November, 2018.

Lyn S Rhodes  
Notary Public



**EXHIBIT "1"**

**Adriana Pereyra**

---

**From:** Adriana Pereyra  
**Sent:** Wednesday, November 28, 2018 4:07 PM  
**To:** 'TRACY@KELLYMTG.COM'  
**Subject:** Loan re property 2315 N. Decatur Blvd., Las Vegas, NV  
**Attachments:** Letter from Kelly Mortgage.pdf

**Importance:** High

Hello Tracy,

I represent the owners of the above-referenced property, Sheila and LaVell Atkinson, in a lawsuit that was filed by the buyer, Charles Brown. Charles produced a letter that alleges to be from your company, pre-approving a Stacey Brown, for a loan in the amount of \$200,000. Charles claims that Stacey is his wife and obtained the loan on his behalf. Stacey was not a party to the purchase agreement, so I am wondering what documentation she provided to Kelly Mortgage to obtain financing to purchase this property? I have attached the pre-approval letter for your reference.

Also, if you can please provide any information regarding whether this loan went any further, meaning, was she actually approved and if there was a final sign-off from the underwriting team or any other activity.

Your assistance with this matter is greatly appreciated. Please contact me at the number below if you have any questions.

Cordially,

Adriana Pereyra, Esq.

  
**Integrity**  
LAW FIRM  
819 S. 6th Street  
Las Vegas, NV 89101  
Phone: 702.202.4449  
Fax: 702.947.2522  
[adriana@integritylawnv.com](mailto:adriana@integritylawnv.com)  
[www.integritylawnv.com](http://www.integritylawnv.com)

\*\*\* Warning \*\*\* Attorney/Client Privilege \*\*\* Attorney Work Product \*\*\*

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**EXHIBIT "2"**



**KELLY MORTGAGE AND REALTY**

July 31, 2017

**Congratulations, YOU ARE PRE-APPROVED!!**

Property Address: 2315 N. Decatur Blvd.- Las Vegas, NV

Purchase Price: \$250,000

Loan Amount: \$200,000

This letter is to inform you that Stacey Brown has been pre-approved for a loan with Kelly Mortgage and Realty, Inc., a Mortgage Banker. The buyer has supplied us with information related to her income, assets, credit, and liabilities. Based on this information, she will qualify for the loan in which she has applied.

This pre-approval has been based on the following:

- \* Complete Loan Application
- \* Full Tri-Merge Credit Report and Analysis
- \* Income Analysis and Verification
- \* Asset Analysis and Verification

This pre-approval is subject to a satisfactory appraisal and preliminary title report of the subject property, as well as final sign off from the Underwriting Team.

We are committed to providing Stacey with a competitive advantage by ensuring she is educated and prepared for every step of the process, and each milestone is done on time to ensure the subject property sells as efficiently as possible. Our goal is to provide a world class experience to everyone involved in the process. We appreciate your consideration.

If you have any questions or wish to discuss this in further detail, please contact me directly at (702) 542-7223 or v.williams@kellymortgageandrealty.com

Respectfully,

Veda Williams, Mortgage Consultant

Direct: (702) 542-7223  
Fax: (323) 723-3966  
Website: [www.kellymortgageandrealty.com](http://www.kellymortgageandrealty.com)  
NMLS: 1472283  
BRE: 01491410  
NMLS Company: 3160

92 Argonaut # 215 \* Aliso Viejo, CA 92656

**EXHIBIT "3"**



Kelly Mortgage, Inc.

11/29/2018

92 Argonaut, Suite 215, Aliso Viejo, CA 92656  
Telephone: (949) 463-8081 • Fax: (949) 269-9102

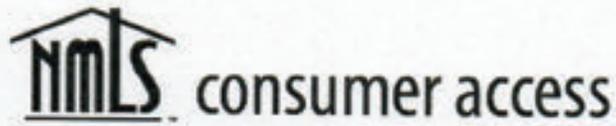
[www.kellymtg.com](http://www.kellymtg.com)

Company NMLS:

1594896

PET APP 10/12/12  
KINSON0024

**EXHIBIT "4"**



1472283

No matches found! Filter by:  Individual  Company  ▼

Apply Filters

No NMLS records match the search terms you provided.  
You may want to try a new search using more general terms.  
For further assistance, view the search tips or click on the FAQs above.

Information made available through NMLS Consumer Access<sup>SM</sup> is derived from NMLS (Nationwide Multistate Licensing System / Nationwide Mortgage Licensing System and Registry), the financial services industry's online registration and licensing database. NMLS was created by the Conference of State Bank Supervisors (CSBS) and the American Association of Residential Mortgage Regulators (AARMR) and is owned and operated by the State Regulatory Registry LLC (SRR), a wholly owned subsidiary of CSBS. For more information about the System, please visit the NMLS Resource Center or the NMLS Federal Registry Resource Center websites. | [Download PDF Reader](#)

# **EXHIBIT 12**

# **EXHIBIT 12**

1 LAW OFFICE OF DAN M WINDER P.C.  
2 DAN M. WINDER, ESQ.  
3 Nevada Bar No. 001569  
4 ARNOLD WEINSTOCK, ESQ.  
5 Nevada Bar No. 810  
6 3507 W. Charleston Blvd.  
7 Las Vegas, Nevada 89102  
8 Tele: (702) 878-6000  
9 Fax: (702) 474-0631  
10 E-Mail: winderdanatty@aol.com  
11 arnold.weinstock@attorneydanwinder.com  
12 *Attorneys for Plaintiff*

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

CHARLES BROWN, an individual,  
  
Plaintiff,

Case No.: A-18-774764-C  
Dept. No.: XVIII

vs.

**PLAINTIFF'S RESPONSES TO  
DEFENDANTS 1<sup>ST</sup> SET OF  
INTERROGATORIES  
AND  
GENERAL OBJECTIONS  
10.26.18  
(NRCP 16.1)**

LAVELLE P. ATKINSON, SHEILA  
ATKINSON; DOES I-V; and ROE  
CORPORATIONS I-V,  
  
Defendants.

COMES NOW the Plaintiff, CHARLES BROWN, by and through his attorney, DAN M. WINDER, ESQ. of the LAW OFFICES OF DAN M. WINDER, P.C., and hereby provides his Responses to Defendant, LAVELLE P. ATKINSON and SHEILA ATKINSON, **INTERROGATORIES** as follows:

///

///

1 **PRELIMINARY OBJECTIONS:**

2 Plaintiff objects to any general instructions, definitions or other preamble to the  
3 interrogatories themselves as making the interrogatories overbroad and burdensome.

4 Accordingly, Plaintiff has answered these interrogatories without regard to those items.

5 **INTERROGATORY NO. 1:**

6 State your full name and any other name that you have ever used or been known by.

7 **ANSWER NO.1:**

8 Charles Brown.

9 **INTERROGATORY NO. 2:**

10 State your social security number and date of birth.

11 **ANSWER NO. 2:**

12 Objection, unduly invasive, designed to harass and annoy

13 **INTERROGATORY NO. 3:**

14 List all the addresses where you have lived in the last five (5) years.

15 **ANSWER NO.3:**

16 Objection, not reasonably calculated to lead to admissible evidence. Unduly invasive in the context of  
17 this litigation.

18 **INTERROGATORY NO. 4:**

19 List all your places of employment for the last five (5) years and include:

- 20 a Full name of the company
- 21 b Address and phone number
- 22 c Name of supervisor
- 23 d Your position
- 24 e Dates of employment
- 25 f Reason for separation

26 **ANSWER NO.4:**

27 Objection, not reasonably calculated to lead to admissible evidence. Unduly invasive in the context of  
28 this litigation.

29 **INTERROGATORY NO. 5:**

30 State the full name of your present and previous spouses.

31 **ANSWER NO.5:**

32 My current wife is Stacy Brown

33 **INTERROGATORY NO. 6:**

1 If you have ever been arrested, state the following:

- 2 a. Jurisdiction where you were arrested  
3 b. Date of arrest  
4 c. Reason for arrest  
4 d. Final disposition of the charges

5 **ANSWER NO.6:**

6 I have not been convicted of a felony in the 7 years preceding the filing of this litigation and otherwise  
7 object to this interrogatory as being outside the bounds of permissible discovery as irrelevant.

8  
9 **INTERROGATORY NO. 7:**

10 State how you learned the Property at issue was for sale and further state:

- 11 a. How you learned who the owners were  
12 b. How you subsequently entered into a Purchase Agreement with the owner.

13 **ANSWER NO.7:**

14 I drove by property, observed it was abandoned. I discovered who the owners were from the assessor's  
15 office. We entered into a purchase agreement where they were living on Auburn Street in Las Vegas,  
16 Nevada. I prepared the sales agreement, the seller claimed she had her attorney, she said his name was  
17 Justin. The seller emailed the contract back from Utah. Austin Smoot, [austinsmoot@gmail.com](mailto:austinsmoot@gmail.com), her  
18 realtor. He is with Discovery Properties, Kamas, UT 80436. Cell 801 360 2720, Office 435 783 8400. An  
19 escrow was opened in California, Financial Solutions and Real Estate Network, escrow division. 3281  
20 Guasti Road, Suite 700, Ontario, CA 81760. 909 895 0546. Escrow # 11021. Tracy Williams Escrow  
21 Officer.

22 **INTERROGATORY NO. 8:**

23 If you applied for a loan to buy the Property at issue, please state the following:

- 24 a. Name, address and telephone number of the institution(s) where you applied  
25 b. Date(s) when you applied  
26 c. Amount(s) applied for  
27 d. Name of Loan Officer  
28 e. Whether loan was approved or denied.

29 **ANSWER NO.8:**

30 Kelly Mortgage and Realty, July 31, 2017. See documents provided in disclosures.

31 **INTERROGATORY NO. 9:**

32 State whether your spouse or any other person on your behalf ever attempted to, or actually  
33 applied for a loan to buy the Property at issue, and for each person, state the following:

- 34 a. Full name  
35 b. Relation to you  
36 c. Name, address and telephone number of the institution(s) where applied

- 1 d. Date(s) when applied  
2 e. Amount(s) applied for  
3 f. Name of Loan Officer  
g. Whether loan was approved or denied.

4 **ANSWER NO.9:**

5 See answer to Number 8.

6 **INTERROGATORY NO. 10.:**

7 State whether you ever provided any proof of financing to the A TKINSONS; if you answer yes,  
8 please state the following:

- 9 a. what was provided  
10 b. When it was provided  
11 c. How it was provided.

12 **ANSWER NO.10:**

13 Yes, copies of documents provided in disclosures

14 **INTERROGATORY NO. 11:**

15 State whether you ever deposited any money into escrow. If you answer yes, please state the  
16 following:

- 17 a. When it was deposited  
18 b. Amount deposited  
19 c. Where it was deposited  
20 d. When you notified the ATKINSONS that you made the deposit.

21 **ANSWER NO.11:**

22 Yes. 08/21/2017. I deposited the money to the escrow company account at Wells Fargo Bank. I  
23 notified the ATKINSONS I made the deposit.

24 **INTERROGATORY NO. 12:**

25 If you ever had an appraisal conducted on the Property at issue, please state the following:

- 26 a. Name, address and phone number of person/company who performed the  
27 appraisal  
28 b. Date of appraisal  
c. Amount property was appraised at.

29 **ANSWER NO.12:**

30 I had an appraisal done. The property was appraised at \$250,000. The property was appraised by Keith  
31 Harper of Las Vegas.

32 **INTERROGATORY NO. 13:**

33 Please state whether you knew that there was an IRS lien on the Property at issue; if you answer  
34 yes, please state the following:

- 1  
2 a. When you learned there was a lien on the Property  
3 b. Who informed you of the lien,  
4 c. What you did after learning there was a lien on the Property.

5 **ANSWER NO.13:**

6 I learned of the IRS lien the day the defendants were supposed to sign to close the deal, on or about  
7 September 24<sup>th</sup>, 2017. I learned about the lien from title report.

8 **INTERROGATORY NO. 14:**

9 State in detail how you sustained the damages you allege in your Complaint.

10 **ANSWER NO.14:**

11 I had agreed to buy the house for \$100,000, the appraisal was at \$250,000; the damages are \$150,000.  
12 In addition, I bought paint, carpet, tile, yard equipment which was in the house totaling about \$2000  
13 when the house was burnt.

14 **INTERROGATORY NO. 15:**

15 State whether you have any partners, associates, or affiliate whom you believe have a stake in the  
16 Property at issue and list the following for each:

- 17 a. Full name  
18 b. Affiliation  
19 c. Stake in Property.

20 **ANSWER NO.15:**

21 Only my wife and I have an interest in this property.

22 DATED this 26 day of October, 2018.

23 /s/ Dan M. Winder

24 LAW OFFICE OF DAN M WINDER P.C.

25 DAN M. WINDER, ESQ.

26 Nevada Bar No. 001569

27 ARNOLD WEINSTOCK, ESQ.

28 Nevada Bar No. 810

3507 W. Charleston Blvd.

Las Vegas, Nevada 89102

Tele: (702) 878-6000

Fax: (702) 474-0631

E-Mail: winderdanatty@aol.com

1 arnold.weinstock@attorneydanwinder.com  
2 *Attorneys for Plaintiff*

3  
4  
5 **VERIFICATION**

6 STATE OF NEVADA            )  
7                                    ) ss.  
8 COUNTY OF CLARK         )

9 Charles Brown, being first duly sworn, deposes and says:

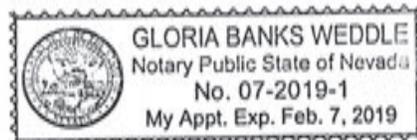
10 That He is the Plaintiff in the above-entitled action, that he has read the above  
11 and foregoing PLAINTIFF RESPONSE TO DEFENDANTS 1<sup>ST</sup> OF SET  
12 INTERROGATORIES, and knows the contents thereof; that the same is true of him  
13 own knowledge except for those matters therein contained stated upon information and  
14 belief, and as to those matters, she believes it to be true.

15  
16 Dated this 26 day of October, 2018.

17  
18 On this 26 day of October, 2018, personally appeared before me, a  
19 Notary Public, in said State and County, **CHARLES BROWN**, who acknowledged that  
20 she executed the above instrument.  
21

22  
23  
24 CHARLES BROWN

25 Gloria Banks Weddle  
26 NOTARY PUBLIC, In and for said  
27 State and County  
28



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**CERTIFICATE OF SERVICE**

Pursuant to NRCPC (5)(b), I hereby certify that I am an employee of the LAW OFFICE OF DAN WINDER, P.C., and that on the 26 day of October, 2018, I served the foregoing PLAINTIFFS RESPONSE TO DEFENDANTS 1<sup>ST</sup> SET INTERROGATORIES by serving the same with this Court's ECF System,

To the attorney(s) listed below:

INTEGRITY LAW FIRM  
By: Is/Adriana Pereyra  
ADRIANA PEREYRA, ESQ.  
Nevada Bar No.: 12263  
819 S. 6th Street  
Las Vegas, NV 89101  
702.202.4449  
[adriana@integritylawnv.com](mailto:adriana@integritylawnv.com)  
Attorney for Defendants

/s/ Roxana Winder  
An employee of the Law Office of Dan M. Winder, P.C.

# **EXHIBIT 13**

# **EXHIBIT 13**

1 LAW OFFICE OF DAN M WINDER P.C.  
2 DAN M. WINDER, ESQ.  
3 Nevada Bar No. 001569  
4 ARNOLD WEINSTOCK, ESQ.  
5 Nevada Bar No. 810  
6 3507 W. Charleston Blvd.  
7 Las Vegas, Nevada 89102  
8 Tele: (702) 878-6000  
9 Fax: (702) 474-0631  
10 E-Mail: [winderdanatty@aol.com](mailto:winderdanatty@aol.com)  
11 [arnold.weinstock@attorneydanwinder.com](mailto:arnold.weinstock@attorneydanwinder.com)  
12 *Attorneys for Plaintiff*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 CHARLES BROWN, an individual,  
12  
13 Plaintiff,

14 vs.

15 LAVELLE P. ATKINSON, SHEILA  
16 ATKINSON; DOES I-V; and ROE  
17 CORPORATIONS I-V,

18 Defendants.

Case No.: A-18-774764-C  
Dept. No.: XVIII

**PLAINTIFF'S RESPONSES  
TO  
DEFENDANTS' FIRST REQUEST  
FOR  
PRODUCTION OF DOCUMENTS**

19  
20 COMES NOW the Plaintiff, CHARLES BROWN, by and through her attorney, DAN  
21 M. WINDER, ESQ. of the LAW OFFICES OF DAN M. WINDER, P.C., and hereby provides  
22 her Responses to Defendant, LAVELLE P. ATKINSON and SHEILA ATKINSON'S  
23 REQUEST'S FOR PRODUCTION dated 08/27/18 as follows:  
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1 **PRELIMINARY OBJECTIONS:**

2 Plaintiff objects to any general instructions, definitions or other preamble to the  
3 interrogatories themselves as making the interrogatories overbroad and burdensome.  
4 Accordingly, Plaintiff has answered these interrogatories without regard to those items.

5 **REQUEST FOR PRODUCTION NO. 1:**

6 Produce a copy of your driver's license or state approved identification card.

7 **ANSWER NO.1:**

8 Objection, this is an unwarranted intrusion into Plaintiff's privacy, designed for  
9 intimidation and which can be misused by the Defendants to rummage through Plaintiff's entire  
10 life.

11 **REQUEST FOR PRODUCTION NO. 2:**

12 Produce any and all documents in support of your answers to Interrogatory No. 8.

13 **ANSWER NO.2:**

14 See Plaintiff's disclosures.

15 **REQUEST FOR PRODUCTION NO. 3:**

16 Produce any and all documents in support of your answers to Interrogatory No. 9.

17 **ANSWER NO. 3:**

18 See Plaintiff's disclosures.

19 **REQUEST FOR PRODUCTION NO. 4:**

20 Produce any and all documents in support of your answers to Interrogatory No. 10.

21 **ANSWER NO.4:**

22 See Plaintiff's disclosures.

23 **REQUEST FOR PRODUCTION NO. 5:**

24 Produce any and all documents in support of your answers to Interrogatory No. 11

25 **ANSWER NO. 5:**

26 See Plaintiff's disclosures.

1 **REQUEST FOR PRODUCTION NO. 6:**

2 Produce any and all documents in support of your answers to Interrogatory No. 12.

3 **ANSWER NO. 6:**

4 See Plaintiff's Disclosures.

5 **REQUEST FOR PRODUCTION NO. 7:**

6 Produce any and all documents in support of your answers to Interrogatory No. 13.

7 **ANSWER NO.7:**

8 See Plaintiff's Disclosures.

9 **REQUEST FOR PRODUCTION NO. 8:**

10 Produce any and all documents in support of your answers to Interrogatory No. 14.

11 **ANSWER NO. 8:**

12 See Plaintiff's Disclosures.

13 **REQUEST FOR PRODUCTION NO. 9:**

14 If you denied Request for Admission No. 1, provide any all documents in support of your  
15 response.

16 **ANSWER NO.9:**

17 See Plaintiff's Disclosures

18 **REQUEST FOR PRODUCTION NO. 10:**

19 If you denied Request for Admission No. 2, provide any all documents in support of your  
20 response.

21 **ANSWER NO.10:**

22 See Plaintiff's Disclosures

23 **REQUEST FOR PRODUCTION NO. 11:**

24 If you denied Request for Admission No. 11, provide any all documents in support of  
25 your response.

1 **ANSWER NO.11:**

2 See Plaintiff's Disclosures.

3 **REQUEST FOR PRODUCTION NO. 12:**

4 If you denied Request for Admission No. 12, provide any all documents in support of  
5 your

6 **ANSWER NO. 12:**

7 See Plaintiff's disclosures.

8  
9 DATED THIS 15<sup>TH</sup> DAY OF NOVEMBER, 2018

10 Submitted by

11  
12 LAW OFFICE OF DAN M. WINDER PC

13 /s/ Dan M. Winder

14 DAN M. WINDER, ESQ.

15 Nevada Bar No. 001569

16 3507 W. Charleston Blvd.

17 Las Vegas, Nevada 89102

18 Tele: (702) 878-6000

19 Fax: (702) 474-0631

20 E-Mail: winderdanatty@aol.com

21 Attorney for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 16.1, I hereby certify that I am an employee of the LAW OFFICE OF DAN  
3 M. WINDER, P.C., and that on the 15th day of November, 2018, I served the foregoing  
4 **PLAINTIFFS' RESPONSES TO DEFENDANTS REQUEST TO PRODUCE** on counsel as  
5 follows:

6 [X] by serving via court electronic filing system

7  
8 Adriana Pereya, Esq.  
9 Nevada State Bar No. 12263  
10 Integrity Law Firm  
11 819 South 6<sup>th</sup> Street  
12 Las Vegas, NV 89101  
13 Phone: 702-202-4449  
14 Fax: 702-947-2522  
15 Email: Adriana@integritylawnv.com  
16 *Attorneys for Defendants*

17  
18 Joseph A. Gutierrez, Esq.  
19 Nevada State Bar No. 9046  
20 MAIER GUTIERREZ & ASSOCIATES  
21 8816 Spanish Ridge Avenue  
22 Las Vegas, NV 89148  
23 Phone: 702-629-7900  
24 Fax: 702-629-7925  
25 Email: jag@mgalaw.com  
26

\_\_\_\_\_  
/s/ James R Winder

Employee of Law Office of Dan Winder

# **EXHIBIT 14**

# **EXHIBIT 14**

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**AFFIDAVIT OF KEITH HARPER**

STATE OF NEVADA        }  
                                  } ss:  
COUNTY OF CLARK        }

KEITH HARPER, being duly sworn, deposes and says that:

1. I am over the age of eighteen (18) and I have personal knowledge of all the facts set forth herein. Except otherwise indicated, all facts set forth in this affidavit are based upon my own personal knowledge. If called to do so, I would competently and truthfully testify to all matters set forth herein, except for those matters specifically stated to be based upon information and belief.

2. I am a Certified General Appraiser with Valuation Consultants, located at 4200 Cannoli Circle, Las Vegas, NV 89103.

3. On or around August 7, 2017, I received a check addressed to Valuation Consultants in the amount of \$1,000, as consideration for an appraisal of the property located at 2315 North Decatur Blvd., Las Vegas, Nevada, 89108, APN 138-24-511-034. Attached hereto as **Exhibit 1** is a true and accurate copy of said check I received for the appraisal.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

*Keith Harper*  
\_\_\_\_\_  
KEITH HARPER

SUBSCRIBED and SWORN to before me this  
10<sup>th</sup> day of December, 2018.  
*M. Burroughs*  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT 1**

**EXHIBIT 1**

LAW OFFICE OF DAN M WINDER P. C.  
3507 W CHARLESTON BLVD  
LAS VEGAS, NV 89102

16290

94-70742212 1625

DATE Aug 7, 2017

\$ 1,000.00

DOLLARS



Valuation Consultants

One Thousand Dollars

2315



FOR Appraisal Decatur

Dukinder