

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

Electronically Filed
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

PETITIONERS' APPENDIX VOLUME 4 of 5

Arnold Weinstock, Esq.
Nevada Bar No. 810
LAW OFFICE OF DAN M. WINDER, P.C.
3507 West Charleston Boulevard
Las Vegas, Nevada 89102
702 878 6000

Attorney for the Winder Petitioners

INDEX OF PETITIONER'S
APPENDIX

DATE	FILED BY	DESCRIPTION	VOL	PAGE
11/15/19	Plaintiffs	Civil Summons	1	14
11/15/19	Plaintiffs	Complaint	1	1
03/20/20	Defendants	Defendants' Answer to Complaint	1	191
05/07/21	Defendants	Defendants' Motion for Summary Judgment	2	249
05/08/21	Defendants	Defendants' Motion for Summary Judgment Combined Exhibits	2	260
12/5/19	Defendants	Defendants' Motion to Dismiss for Failure to State a Claim	1	18
02/05/20	Defendants	Defendants' Reply Motion to Dismiss for Failure to State a Claim	1	105
06/09/21	Defendants	Defendants' Reply Re Defendants' Motion for Summary Judgment Filed 05/07/21	5	916
05/24/21	Plaintiffs	Errata to Plaintiffs' Opposition to Defendants' Motion for Summary Judgment	5	909
02/28/20	Plaintiffs	Notice Of Entry of Order Denying Defendants Motion to Dismiss	1	186
06/18/21	Plaintiffs	Notice of Entry of Order Denying Defendants' Motion for Summary Judgment	5	954

DATE	FILED BY	DESCRIPTION	VOL	PAGE
12/29/20	Plaintiffs	Notice of Entry of Order Granting in part Plaintiffs' Motions to Compel #1, #2, #3	1	216
04/30/21	Plaintiffs	Notice of Entry of Order Granting Plaintiffs' Motion for Protective Order	1	239
01/13/20	Plaintiffs	Notice Of Entry of Stipulation and Order to Continue Hearing	1	99
02/27/20		Order Denying Defendants Motion to Dismiss for Failure to State a Claim NRCP	1	184
10/22/20		Order Granting Defendants' Motion to Add Affirmative Defenses	1	200
12/11/20		Order Granting Plaintiffs Motions to Compel #1; Granting in Part Plaintiff's Motion to Compel #2; and Granting in Part Plaintiff's Motion #3	1	203
04/29/21		Order Granting Protective Order Regarding Deposition Notices of Plaintiffs' Counsel	1	232
06/11/21		Order Re Defendants' Motion for Discovery Sanctions Filed 04/12/21	5	940
06/11/21	Plaintiffs	Order Re Plaintiffs' Motion for an Order to Show cause	5	947

DATE	FILED BY	DESCRIPTION	VOL	PAGE
05/11/21	Plaintiffs	Order Referring to Discovery Commissioner Plaintiff's Motion for an Order to Show Cause as to why Defendant should not be Held in Contempt for Failing to Abide but DCRR Granting Plaintiff's Motion to Compel #1	2	455
05/21/21	Plaintiffs	Plaintiffs' Opposition to Defendants' Motion for Summary Judgment Pt.1	3	458
05/21/21	Plaintiffs	Plaintiffs' Opposition to Defendants' Motion for Summary Judgment Pt.2	4	663
12/18/19	Plaintiffs	Plaintiffs' Opposition to Winder Defendants' Motion to Dismiss for Failure to State a Claim	1	33
09/03/20		Scheduling Order and Order Setting Civil Jury Trial	1	195

EXHIBIT 15

EXHIBIT 15



OASIS

REPORTING SERVICES

400 South Seventh Street, Suite 400, Box 7, Las Vegas, NV 89101
702-476-4500 | www.oasisreporting.com | info@oasisreporting.com

COURT REPORTING | NATIONAL SCHEDULING | VIDEOCONFERENCING | VIDEOGRAPHY

DISTRICT COURT
CLARK COUNTY, NEVADA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

DEPOSITION OF DANNY M. WINDER
[as NRCP 30(b)(6) designee for the law office of Dan M.
Winder, PC and individually]
[via web videoconference]
Taken on Tuesday, November 24, 2020
by a Certified Court Reporter
At 9:32 a.m.
Las Vegas, Nevada

Reported by: Ellen A. Goldstein, CCR 829



	2		4
1 APPEARANCES:		1 I N D E X (continued)	
2		2 NUMBER DESCRIPTION	INTRODUCED
3 For the Plaintiffs:		3 Exhibit 8 1-16-19 Affidavit of Joyce Mack and file materials from Financial Solutions & Real Estate Network Group (ATKINSON 0298 to ATKINSON 0405)	110
4 DANIELLE J. BARRAZA, ESQ.		4	
5 MAIER GUTIERREZ & ASSOCIATES		5	
6 8816 Spanish Ridge Avenue		6 Exhibit 9 Plaintiff's Responses to Defendants' First Set of Interrogatories and General Objections	
7 Las Vegas, Nevada 89148		7	
8 Phone: (702)629-7900		8 Exhibit 10 Plaintiff's Opposition to Defendants' Motion for Summary Judgment and Plaintiff's Counter-Motion for Summary Judgment	
9 Fax: (702)629-7925		9	
10 djb@mgalaw.com		10 Exhibit 11 Plaintiff Brown's Initial Disclosures (ATKINSON 0329 to ATKINSON 0369)	123
11 (appearance via web videoconference)		11	
12 ADRIANA PEREYRA, ESQ.		12 Exhibit 12 Winder Defendants' Opposition to Plaintiffs' Motion to Compel No. 2	123
13 INTEGRITY LAW FIRM		13	
14 819 South Sixth Street		14 Exhibit 13 12-6-17 letter from Arnold Weinstock to Lavelle and Sheila Atkinson (BATES #0001)	131
15 Las Vegas, Nevada 89101		15	
16 Phone: (702)202-4449		16 Exhibit 14 7-6-17 Purchase Agreement and Joint Escrow Instructions (D 0002 to D 0008)	142
17 Fax: (702)947-2522		17	
18 adriana@integritylawnv.com		18 Exhibit 15 Complaint	134
19 (appearance via web videoconference)		19	
20		20 Exhibit 16 Affidavit of Tracy L. Kelly and correspondence and file materials of Kelly Mortgage, Inc. (ATKINSON 0017 to ATKINSON 0026)	176
21		21	
22		22	
23		23 Exhibit 17 Plaintiff Brown's First Supplement to Initial Disclosures	179
24		24	
25		25	

	3		5
1 I N D E X		1 I N D E X (continued)	
2		2 NUMBER DESCRIPTION	INTRODUCED
3 WITNESS PAGE		3 Exhibit 18 Supplemental Exhibits to Plaintiff's Opposition to Defendants' Motion for Summary Judgment and Plaintiff's Counter-Motion for Summary Judgment	181
4 DANNY M. WINDER		4	
5 Examination by MS. BARRAZA 8		5	
6 Examination by MR. WEINSTOCK 218		6	
7		6 Exhibit 19 Printout from Time Matters (D 0015 to D 0020)	189
8		7	
9 E X H I B I T S		8 Exhibit 20 Notice of Lis Pendens	193
10 NUMBER DESCRIPTION INTRODUCED		9 Exhibit 21 Amended Notice of Lis Pendens	196
11 Exhibit 1 Amended Notice of Taking Web-Based Video Deposition of NRCP 30(b)(6) Deposition of Law Office of Dan M. Winder, PC	14	10 Exhibit 22 Defendant Law Office's Response to Plaintiff Lavelle P. Atkinson's First Set of Interrogatories	
12		11	
13 Exhibit 2 8-10-17 Agreement to Employ Attorney (D 0009 to D 0011)	50	12 Exhibit 23 Defendant Law Office's First Response to Plaintiff Lavelle P. Atkinson's First Set of Requests for Admission	211
14		13	
15 Exhibit 3 8-21-17 Agreement to Employ Attorney (D 0012 to D 0014)	50	14 Exhibit 24 Winder Defendants' Opposition to Plaintiffs' Motion to Compel No. 3	
16		15	
17 Exhibit 4 Winder Defendants' Opposition to Plaintiffs' Motion to Compel No. 2	75	16 Exhibit 25 Documentation regarding reinstatement and revocation to practice law of Arnold Weinstock (ATKINSON 00456 to ATKINSON 00653)	
18		17	
19 Exhibit 5 12-6-18 Affidavit of Keith Harper (ATKINSON 00032 to ATKINSON 00034)	80	18 Exhibit 26 Defendant Winder's Response to Plaintiff Lavelle P. Atkinson's First Requests for Admission	49
20		19	
21 Exhibit 6 Plaintiff's Opposition to Defendants' Motion to Amend and Disqualify	85	20	
22		21 Exhibit 27 Defendant Winder's Response to Plaintiff Lavelle P. Atkinson's First Set of Interrogatories	
23 Exhibit 7 Correspondence and file materials from Valuation Consultants (ATKINSON 0035 to ATKINSON 0172)	91	22	
24		23	
25		24	
		25	

<p style="text-align: right;">6</p> <p>1 I N D E X (continued)</p> <p>2</p> <p>3 QUESTIONS THE WITNESS WAS INSTRUCTED NOT TO ANSWER</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 15%;">PAGE</th> <th style="width: 15%;">LINE</th> <th style="width: 15%;">PAGE</th> <th style="width: 15%;">LINE</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>25</td> <td>10</td> <td>89</td> <td>3</td> </tr> <tr> <td></td> <td>31</td> <td>9</td> <td>104</td> <td>21</td> </tr> <tr> <td>6</td> <td>32</td> <td>1</td> <td>111</td> <td>6</td> </tr> <tr> <td></td> <td>32</td> <td>19</td> <td>111</td> <td>11</td> </tr> <tr> <td>7</td> <td>33</td> <td>25</td> <td>119</td> <td>12</td> </tr> <tr> <td></td> <td>38</td> <td>3</td> <td>131</td> <td>1</td> </tr> <tr> <td>8</td> <td>41</td> <td>11</td> <td>139</td> <td>13</td> </tr> <tr> <td></td> <td>41</td> <td>16</td> <td>139</td> <td>20</td> </tr> <tr> <td>9</td> <td>42</td> <td>17</td> <td>140</td> <td>10</td> </tr> <tr> <td></td> <td>63</td> <td>3</td> <td>141</td> <td>6</td> </tr> <tr> <td>10</td> <td>65</td> <td>5</td> <td>215</td> <td>25</td> </tr> </tbody> </table> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>		PAGE	LINE	PAGE	LINE	5	25	10	89	3		31	9	104	21	6	32	1	111	6		32	19	111	11	7	33	25	119	12		38	3	131	1	8	41	11	139	13		41	16	139	20	9	42	17	140	10		63	3	141	6	10	65	5	215	25	<p style="text-align: right;">8</p> <p>1 attorney.</p> <p>2 MS. BARRAZA: Good morning. Danielle Barraza on</p> <p>3 behalf of the plaintiffs.</p> <p>4 MR. WEINSTOCK: Arnold Weinstock, Bar No. 810, on</p> <p>5 behalf of the law office of Dan M. Winder and Dan M.</p> <p>6 Winder individually.</p> <p>7 MS. BARRAZA: And also appearing is Adriana Pereyra</p> <p>8 on behalf of the plaintiffs with me.</p> <p>9</p> <p style="text-align: center;">10 DANNY M. WINDER,</p> <p>11 called as a witness by and on behalf of the Plaintiffs,</p> <p>12 was first duly sworn by the Certified Court Reporter</p> <p>13 and testified as follows:</p> <p>14</p> <p style="text-align: center;">15 EXAMINATION</p> <p>16 BY MS. BARRAZA:</p> <p>17 Q Good morning. Can you please state your name</p> <p>18 and then spell your name for the record.</p> <p>19 A Dan Winder, W-i-n-d-e-r.</p> <p>20 Q All right.</p> <p>21 MR. WEINSTOCK: And for the record -- excuse me,</p> <p>22 Danielle -- before we go any further, I want to put on</p> <p>23 the record we have stipulated and agreed that, even</p> <p>24 though there is a deposition of Dan M. Winder as PMK for</p> <p>25 the law office and also individually, we've agreed to</p>
	PAGE	LINE	PAGE	LINE																																																									
5	25	10	89	3																																																									
	31	9	104	21																																																									
6	32	1	111	6																																																									
	32	19	111	11																																																									
7	33	25	119	12																																																									
	38	3	131	1																																																									
8	41	11	139	13																																																									
	41	16	139	20																																																									
9	42	17	140	10																																																									
	63	3	141	6																																																									
10	65	5	215	25																																																									
<p style="text-align: right;">7</p> <p>1 TUESDAY, NOVEMBER 24, 2020 - LAS VEGAS, NEVADA</p> <p>2 9:32 A.M.</p> <p>3</p> <p>4 (Due to the COVID-19 pandemic, the attorneys,</p> <p>5 the witness, and the reporter were each in separate</p> <p>6 locations and the proceedings were conducted via web</p> <p>7 videoconferencing.)</p> <p>8 THE REPORTER: Good morning. My name is Ellen</p> <p>9 Goldstein. I am a Nevada Certified Court Reporter here</p> <p>10 on behalf of Oasis Reporting Services. My CCR number is</p> <p>11 829.</p> <p>12 Today's date is November 24, 2020. The time is</p> <p>13 approximately 9:32 a.m.</p> <p>14 This is the deposition of Dan M. Winder,</p> <p>15 Esquire in the matter of "Lavelle P. Atkinson, et al.</p> <p>16 versus Charles Brown, et al.," venued in the District</p> <p>17 Court of the State of Nevada for the County of Clark,</p> <p>18 Case No. A-19-804902-C.</p> <p>19 At this time I will ask counsel to identify</p> <p>20 themselves, state whom they represent, and agree on the</p> <p>21 record that there is no objection to this deposition</p> <p>22 officer administering a binding oath to the witness</p> <p>23 through remote videoconferencing. If no objection is</p> <p>24 stated, we will proceed forward, with the agreement of</p> <p>25 all counsel. We will begin appearances with the noticing</p>	<p style="text-align: right;">9</p> <p>1 basically consolidate both depositions so we can get them</p> <p>2 both done at the same time. We're not going to go as to</p> <p>3 form that only she can initially question Mr. Winder as</p> <p>4 to PMK questions, but we can just proceed with all</p> <p>5 questions of Mr. Winder.</p> <p>6 MS. BARRAZA: Great, thank you.</p> <p>7 Q So I just want to clarify, going off of that,</p> <p>8 Mr. Winder, you've agreed that your -- the questions you</p> <p>9 answer here today will bind both you personally and also</p> <p>10 the company, meaning the law office of Dan M. Winder, PC?</p> <p>11 Do you understand that?</p> <p>12 A Yes, I do.</p> <p>13 Q All right. Have you ever had your deposition</p> <p>14 taken before?</p> <p>15 A Not that I can recall.</p> <p>16 Q Have you ever given testimony in a courtroom</p> <p>17 before?</p> <p>18 A Yes.</p> <p>19 Q Okay. When was that?</p> <p>20 A Because I do criminal law, there's been several</p> <p>21 post-conviction cases where I've testified, and then been</p> <p>22 through divorce proceedings five years ago, so I</p> <p>23 testified in that proceeding. That's the ones I remember</p> <p>24 to the best of my recollection.</p> <p>25 Q All right. Obviously I'm sure you know this,</p>																																																												

<p style="text-align: right;">10</p> <p>1 but just a reminder, 'cause we have a court reporter, to 2 wait for me to finish my whole question before you go on 3 to your answer, and then I'll wait for you to answer your 4 full answer before going into my next question, okay? 5 A Okay. 6 Q Can we agree that if you answer a question you 7 understood the question? 8 A Yes. 9 Q Are you currently on any medications that would 10 affect your ability to give testimony today? 11 A No. 12 Q Is there any reason why you won't be able to 13 give me a full, complete, and truthful answer as to the 14 questions today? 15 A No. 16 Q How long have you lived in Nevada? 17 A I was born here in 1954. 18 Q Have you lived here since birth? 19 A No. I attended school in Tacoma, Washington 20 and law school at Notre Dame at South Bend, Indiana and I 21 actually worked as a deputy district attorney and lived 22 in Reno for a period of time for about eight years, so -- 23 Q And when did you move back to Las Vegas? 24 A To the best of my recollection, I think it was 25 1999.</p>	<p style="text-align: right;">12</p> <p>1 Q Okay, understood. 2 And how long have you lived where you're 3 currently residing? 4 A Five years -- more than five years. 5 Q And the building, the West Charleston building 6 where your law office is, do you rent that building? 7 A I'm in the process of purchasing that building. 8 Q Okay. Have you ever been charged with any 9 crimes relating to truthfulness? 10 A No. 11 Q Do you have any felony convictions? 12 A I have -- in the last ten years I have -- which 13 is the only relevant time period -- I have none, no 14 convictions, no arrests. 15 Q Now, did any of your felony -- do you have any 16 felony convictions from beyond the past ten years that 17 relate to truthfulness? 18 A No. 19 Q And have you ever been admonished regarding 20 lack of candor with the Court? 21 A No, to the best of my recollection. I mean I 22 have appeared in court thousands of times over the last 23 30 years, so to the best of my recollection, no. 24 Q Can you give me a brief description of your 25 educational background.</p>
<p style="text-align: right;">11</p> <p>1 Q Okay. What is your address, for the record? 2 A 3507 West Charleston Boulevard, Las Vegas, 3 Nevada 89102. 4 Q And is that a home or apartment? 5 A That's my office and that's my mailing address. 6 Q And do you currently own your house or do you 7 rent? 8 MR. WEINSTOCK: Are you talking his house or his 9 work location? 10 MS. BARRAZA: His house. 11 Q I'm talking about your residence. 12 MR. WEINSTOCK: I would object. I don't think his 13 personal house and where he lives and the situation 14 regarding that is in any way relevant to these 15 proceedings. I mean all mailing is going to go to the 16 office and that's the address that we have on file. 17 MS. BARRAZA: So your objection is relevance? 18 MR. WEINSTOCK: Yeah. 19 MS. BARRAZA: Okay. So the witness can answer the 20 question. 21 THE WITNESS: I don't own my own home. 22 BY MS. BARRAZA: 23 Q Okay. Do you rent your home? 24 A No. My current wife owned the home before 25 marriage.</p>	<p style="text-align: right;">13</p> <p>1 A I went to St. Anne's Catholic School here in 2 Las Vegas. I attended Bishop Gorman High School here in 3 Las Vegas. I received my high school diploma in 1972. I 4 then matriculated through the University of Puget Sound 5 in Tacoma, Washington. I have a degree in business, 6 accounting. I then attended University of Notre Dame law 7 school in South Bend, Indiana where I received my law 8 degree. 9 Q All right. Do you have any other degrees? 10 A No, I do not. 11 Q And what states are you barred in? 12 A I'm only licensed to practice in Nevada and 13 then of course the federal court. 14 Q Have you ever attempted to get a real estate 15 license? 16 A No. 17 Q Have you ever been a real estate appraiser? 18 A No. 19 Q Aside from doing CLEs, do you have any kind of 20 specialized knowledge in the field of real estate? 21 A Just practicing law over the past 30-something 22 years. 23 Q And you mentioned you were in the process of 24 purchasing that Charleston property. Would you be the 25 sole purchaser of that property?</p>

14	<p>1 A Yes.</p> <p>2 Q Okay.</p> <p>3 A The reason why I hesitate is that I think we --</p> <p>4 I'm trying to determine -- I'm trying to recall whether</p> <p>5 we -- it's the trust that -- there may be a trust that's</p> <p>6 purchasing it. The deed may be in the name of a Dan</p> <p>7 Winder trust or it may be in the name of the law office</p> <p>8 of Dan M. Winder, PC.</p> <p>9 Q Okay. And do you have any partners or any</p> <p>10 entities who are going to be assisting you in purchasing</p> <p>11 that property?</p> <p>12 A No.</p> <p>13 Q All right. Have you -- can you turn to</p> <p>14 Exhibit 1.</p> <p>15 MR. WEINSTOCK: I don't have an Exhibit 1. I don't</p> <p>16 know if we got any exhibits.</p> <p>17 MS. BARRAZA: The exhibits have been emailed to you,</p> <p>18 Mr. Weinstock. I don't know if -- does Madam Court</p> <p>19 Reporter have the capability of putting Exhibit 1 on the</p> <p>20 screen or no?</p> <p>21 THE REPORTER: I can, Danielle, but that means I</p> <p>22 have to take my hands off the keyboard in order to</p> <p>23 manipulate it.</p> <p>24 MR. WEINSTOCK: Can I ask you what would be</p> <p>25 Exhibit 1, 'cause I do have documents in my file.</p>	16	<p>1 topics you are supposed to be testifying to on behalf of</p> <p>2 the law firm today?</p> <p>3 A You know, this matter was placed on my calendar</p> <p>4 and, no, I did not review that Notice of Deposition and</p> <p>5 list of topics.</p> <p>6 Q Okay. If you didn't review the Notice of</p> <p>7 Deposition, is it fair to say you did not prepare</p> <p>8 yourself for the certain topics that were noticed?</p> <p>9 A I'm not sure what those topics were, but I will</p> <p>10 answer as best I can. I've been out sick for several</p> <p>11 weeks, ma'am.</p> <p>12 Q All right. So tell me everything that you have</p> <p>13 done to prepare yourself for this deposition.</p> <p>14 A As I say, I've been very ill for three -- more</p> <p>15 than three weeks. I didn't review any documents in</p> <p>16 preparation. I think I started to review the</p> <p>17 Interrogatories. Other than that, I haven't reviewed any</p> <p>18 documents.</p> <p>19 Q All right. And when you say review</p> <p>20 Interrogatories, you're referring to the law firm and</p> <p>21 your responses to the plaintiff Lavelle Atkinson's</p> <p>22 requests for interrogatories?</p> <p>23 A Yes. I reviewed the ones for the law firm.</p> <p>24 Q Okay. And do you recall reviewing any other</p> <p>25 documents?</p>
15	<p>1 MS. BARRAZA: Yeah. Mr. Weinstock, it might be</p> <p>2 better if we go off the record for like five minutes for</p> <p>3 you to collect your email of the exhibits because there</p> <p>4 is 20 or so. So if you want to do that, and then -- I</p> <p>5 don't know if you need to print them out or if you have a</p> <p>6 screen there that you can view them on.</p> <p>7 MR. WEINSTOCK: Probably going to have to have them</p> <p>8 printed out. So, yeah, if we can go off the record for</p> <p>9 five minutes or so and let me get my secretary to see if</p> <p>10 we can pull them up.</p> <p>11 MS. BARRAZA: Okay.</p> <p>12 MR. WEINSTOCK: When did you send these?</p> <p>13 MS. BARRAZA: So you should have received them this</p> <p>14 morning around 9:00 o'clock.</p> <p>15 MR. WEINSTOCK: Okay. Then I'm sure that's why they</p> <p>16 haven't been pulled off. So let me get somebody to pull</p> <p>17 them out.</p> <p>18 (Brief recess taken.)</p> <p>19 BY MS. BARRAZA:</p> <p>20 Q So, Mr. Winder, do you recall reviewing your</p> <p>21 Notice of Deposition?</p> <p>22 A No, I do not.</p> <p>23 Q I'm sorry. Did you say "no" you do not?</p> <p>24 A No, I don't recall reviewing it.</p> <p>25 Q Okay. Do you have knowledge of actually which</p>	17	<p>1 A No, I do not.</p> <p>2 Q And who have you spoken to about this</p> <p>3 deposition?</p> <p>4 A I've spoken with Mr. Weinstock and Mr. Hamilton</p> <p>5 Moore, our case manager. We had a short meeting</p> <p>6 yesterday afternoon.</p> <p>7 Q Okay. And you said Hamilton Moore is -- he's</p> <p>8 an employee of the law office of Dan M. Winder, PLLC?</p> <p>9 A Yes.</p> <p>10 Q Are you comfortable if, for the remainder of</p> <p>11 this deposition, when I say the term "law firm," that is</p> <p>12 referring to the law office of Dan M. Winder, PLLC?</p> <p>13 A Well, it's Dan M. Winder, PC; but, yes, I'm</p> <p>14 comfortable with that.</p> <p>15 Q Okay, understood. Thanks.</p> <p>16 So you spoke to Mr. Weinstock and you spoke to</p> <p>17 Mr. Hamilton. Did you speak to anybody else about this</p> <p>18 deposition?</p> <p>19 A No.</p> <p>20 Q Now, when did you form the law firm?</p> <p>21 A I believe in 2006 -- excuse me -- 2002.</p> <p>22 Q Okay. And I think you had mentioned it's a PC.</p> <p>23 Is that correct?</p> <p>24 A Yes. And I believe we incorporated I think</p> <p>25 2006.</p>

<p style="text-align: right;">18</p> <p>1 Q All right. And it's registered with the 2 Secretary of State with the State of Nevada? 3 A Yes, starting in 2006. Prior to that it was a 4 sole proprietor. 5 Q I'm sorry, I didn't hear what you said prior to 6 that. 7 A Prior to 2006 it was a sole proprietorship. 8 Q Okay. And what is your role at the law firm? 9 A I guess I'm the owner and chief executive 10 officer. I do everything to practice law and manage the 11 firm. 12 Q And are there any other members of the law 13 firm? 14 A There is Arnold Weinstock as a licensed 15 attorney and then of course I have employees, law clerks 16 and secretaries. 17 Q Is there anybody aside from yourself who owns 18 any kind of shares or interest in the law firm? 19 A No. 20 Q How many employees does the law firm have right 21 now? 22 A I think about 13. 23 Q Okay. How many attorneys are with the law 24 firm? 25 A Right now there's only myself and Arnold</p>	<p style="text-align: right;">20</p> <p>1 I was working with Ring Smith just prior to that. 2 Q I didn't catch the name. Can you repeat it. 3 A Ring Smith. 4 Q Was that here in Las Vegas? 5 A Yes. 6 Q What kind of law did you practice there? 7 A He also had a general practice. 8 And let me add we also do probates, you know. 9 But he had a general practice, different areas. 10 Q How long did you work at Ring Smith? 11 A Several years. I can't remember -- recall 12 exactly. 13 Q Why did you decide to start the law firm? 14 MR. WEINSTOCK: Objection; relevance. 15 THE WITNESS: Wanted to open my own practice. 16 BY MS. BARRAZA: 17 Q So this lawsuit involves the real property 18 located at 2315 North Decatur Boulevard, Las Vegas, 19 Nevada 89108. Are you comfortable if for the remainder 20 of this deposition we refer to that as "the Decatur 21 property"? 22 A Yes, I am. 23 Q At some point did the law firm file a lawsuit 24 on behalf of Charles Brown with respect to the Decatur 25 property?</p>
<p style="text-align: right;">19</p> <p>1 Weinstock that are licensed attorneys. 2 Q What areas of law does the law firm practice 3 in? 4 A Criminal law, personal injury, immigration law, 5 you know, we do domestic relations, general civil 6 litigation, business transactions. So -- we do some real 7 estate transactions and litigation. 8 Q Has -- 9 A Let me just say this: I have just a general 10 practice, so just a general practice. 11 Q Has Charles Brown ever been employed by the law 12 firm? 13 A No. 14 Q Has he ever had any kind of involvement in the 15 law firm? 16 A As an employee or -- no, he's not had any 17 involvement in the law firm. 18 Q Has he ever had any involvement in the law 19 firm's business practices? 20 A No. 21 Q And so you mentioned that you started the firm 22 as a sole proprietorship in 2002. Is that correct? 23 A Correct. 24 Q What were you doing before that? 25 A I had worked for various attorneys and I think</p>	<p style="text-align: right;">21</p> <p>1 A Yes, we did. 2 Q And who drafted that Complaint? 3 A Well, I'm the responsible attorney. I have 4 paralegals and law clerks that help draft, and then of 5 course I review and make changes, and so I'm responsible 6 for the drafting of the Complaint. 7 Q When did you meet Charles Brown? 8 A Our families have known each other well over 20 9 years. I've represented him in other matters and 10 represented other family members. 11 Q So you indicate your families have known each 12 other. How do your families know each other? 13 A I mean, you know, I'm a native Las Vegan. 14 Q Did you go to school with him or how did you 15 actually meet him? 16 A No, I didn't go to school with Charles Brown. 17 I have about more than a hundred family members that live 18 in Las Vegas. I'm one of eight children, and so I 19 believe it is my sister who -- her and her ex-husband who 20 have known and associated with Charles Brown for many 21 years and his son, and so -- and I represented his son 22 and his grandson over the -- you know, in years past. 23 Q Who is the son? 24 A I can't recall his name offhand, but I can get 25 that for you if you'd like.</p>

<p style="text-align: right;">22</p> <p>1 Q And who is his grandson? 2 A Same thing. I'd have to -- I'd have to provide 3 those names to be exactly correct. 4 Q Is Charles Brown currently married? 5 A As far as I know, he's currently married; but, 6 no, I haven't spoken with him in quite a while now, so I 7 don't know if his marriage is current. I'm not positive 8 of his current marital status. 9 Q To your knowledge, what is the name of his 10 wife? 11 A I don't recall. 12 Q To your knowledge, where is Charles Brown 13 currently living? 14 A I don't know his address. 15 Q Is he living in Nevada? 16 A I haven't spoken to Charles Brown in well over 17 a year. I don't know where he's located or 18 whether he's -- where he's currently living. 19 Q Have you ever represented Charles Brown's wife? 20 A I'm trying to recall whether the litigation 21 included -- I think her name is Stacy as you have it 22 listed in your caption, Stacy Brown, and I don't recall 23 whether she was a named plaintiff in the Brown 24 litigation. I'd have to look at that Complaint or the 25 caption.</p>	<p style="text-align: right;">24</p> <p>1 real estate transactions? 2 A None that came to fruition, but we had 3 discussed a couple transactions. 4 Q Would you say more than five transactions? 5 A No. Less than five. 6 Q And were those all located -- properties 7 located in Las Vegas? 8 A Yes. 9 Q When you say none of them came to fruition, 10 what does that mean? 11 A Means the sales didn't take place. I don't 12 recall whether escrow ever opened, but I don't believe 13 escrow even opened, to the best of my recollection. 14 Q Now, for the other properties, how did that 15 work? Was Mr. Brown finding the properties or were you? 16 A I never searched for any properties. Mr. Brown 17 came to me with some properties. He was looking at 18 possible assistance in the transaction. 19 Q Was one of those properties the Decatur 20 property? 21 A Pardon me? 22 Q Was one of those properties the Decatur 23 property? 24 A Yes. 25 Q Okay. So tell me about the ones that -- the</p>
<p style="text-align: right;">23</p> <p>1 Q So is it your testimony that if she's not a 2 named lawsuit plaintiff in Charles Brown's lawsuit 3 against the Atkinsons, then you would not have 4 represented her? 5 A To the best of my recollection, I don't believe 6 I represented her other than that. 7 Q When you were representing Charles Brown in his 8 lawsuit against the Atkinsons, what was Mr. Brown's job? 9 A I don't know if he had -- I believe he was just 10 involved in finding -- purchased commercial properties. 11 I don't believe he had a job other than that. 12 Q And are you aware of what his previous jobs 13 have been? 14 A No, I am not. 15 Q And you mentioned he was -- Charles Brown was 16 involved in finding commercial property? Is that what 17 you said? 18 MR. WEINSTOCK: Objection; I think that 19 misrepresents testimony. I don't think he ever said 20 that. 21 THE WITNESS: He had spoken to me about purchasing 22 some other property, doing some other real estate 23 transactions. 24 BY MS. BARRAZA: 25 Q And were you involved in any of those other</p>	<p style="text-align: right;">25</p> <p>1 ones that did not come to fruition because there was no 2 sale. Why was there no sale? 3 A He never brought me any Purchase Agreement. 4 Q Did you ever draft any Purchase Agreements for 5 Charles Brown? 6 A No. 7 Q Did you ever send him any kind of stock sample 8 Purchase Agreements? 9 A No. 10 Q Now, were you -- so what was your role with 11 those other properties that you said did not come to 12 fruition? 13 MR. WEINSTOCK: For the record, I think I have to 14 object. I think we're getting into 15 attorney-client-privilege areas. If -- and I believe 16 Mr. Winder is going to indicate that he was only 17 available to represent Mr. Brown in a legal capacity; and 18 so if we're going to get into any of those areas, that's 19 attorney-client privilege. 20 MS. BARRAZA: So what is the -- that's what I'm 21 trying to figure out 'cause he just kind of testified a 22 little bit. So are you instructing the witness not to 23 answer the question or what? 24 MR. WEINSTOCK: I'm instructing the client not to 25 answer any questions that touch on attorney-client</p>

<p style="text-align: right;">26</p> <p>1 privilege. Now, I think your question was leading into 2 an attorney-client-privilege area if you're asking him 3 what he did for Mr. Brown, and I believe he's indicated 4 that it was all as an attorney-client relationship. 5 MS. BARRAZA: Let me ask you this: 6 Q You mentioned you've known Charles Brown for 7 approximately over 20 years; correct? 8 A I said our families have known each other. 9 Q How long have you personally known Charles 10 Brown? 11 A I would say eight to ten years. 12 Q For those entire eight to ten years, have you 13 been his attorney? 14 A He's come to me on some legal matters and 15 consulted with me. I don't know if he's -- I'm sure he's 16 had other attorneys also, but he's consulted with me on 17 some legal matters. 18 Q Has every single interaction you've had with 19 Charles Brown been in the capacity of him seeking legal 20 advice from you? 21 A Yes. 22 Q So you've never had any kind of conversation 23 that did not have to do with him seeking legal advice? 24 MR. WEINSTOCK: I object that's overbroad. I mean, 25 for example, if they're talking about attorneys and</p>	<p style="text-align: right;">28</p> <p>1 BY MS. BARRAZA: 2 Q Have you ever invested in any businesses that 3 Charles Brown has been involved in? 4 A No, I have not invested in any business with 5 Charles Brown. 6 Q Did you say that you knew Charles Brown's 7 brother? 8 A It's -- no -- his son and grandson. 9 Q You never knew his brother? 10 A Not that I recall. 11 Q Have you ever gone into business with any 12 members of Charles Brown's family? 13 A No. 14 Q So you mentioned the last time you spoke to 15 Charles Brown was a while ago. Can you narrow down kind 16 of when that was? I think you testified in over a year? 17 A Yeah, it's more than a year ago. I'd have to 18 get back to you on that -- on the exact date because I 19 could probably check my phone records to see, but I don't 20 remember the exact date. It was -- I can tell you it was 21 after I was served with this lawsuit. 22 Q Why were you communicating with him after you 23 were served with this lawsuit? 24 A Because I wanted to notify him that he was also 25 a named defendant.</p>
<p style="text-align: right;">27</p> <p>1 they're talking about the weather while he's in the 2 office, that still falls under attorney-client privilege 3 even though it's not directly legal. 4 THE WITNESS: I mean if you're asking me have I 5 socialized with him outside of the office, no. All of my 6 conversations with him have been either in the office or 7 related to business. I'm sure we've had some -- you 8 know, as Mr. Weinstock has indicated, some social 9 conversations during that. 10 BY MS. BARRAZA: 11 Q Have you ever filed any other lawsuits on 12 behalf of Charles Brown? 13 A No. 14 Q 'Cause you mentioned you handled other legal 15 matters, so what were the other legal matters? 16 MR. WEINSTOCK: Are you asking him legal matters 17 regarding Charles Brown? 18 MS. BARRAZA: Correct. 19 MR. WEINSTOCK: If there are any. 20 THE WITNESS: Well, as I say, there were some -- he 21 came to me to consult on some real estate transactions, 22 and he and his son and his grandson came to me and we 23 dealt with a couple legal problems they have, so he was 24 present during that time. 25 ///</p>	<p style="text-align: right;">29</p> <p>1 Q And did he retain you to represent him in this 2 lawsuit? 3 A No, he did not. 4 Q Was that the last time you spoke to Charles 5 Brown? 6 A To the best of my recollection, yes. 7 Q During that conversation, did you get 8 information as to his whereabouts? 9 A No. 10 Q So as you sit here today, you're not sure if 11 he's in Las Vegas or not? 12 A I am not sure where he -- where he's residing, 13 where he is. 14 Q And you mentioned you could look through your 15 phone records. So you do have his phone number; correct? 16 MR. WEINSTOCK: Objection; calls for speculation. 17 THE WITNESS: In my contacts I have -- of course as 18 a client I had contact information that was back then. I 19 don't know if it's current. 20 BY MS. BARRAZA: 21 Q So when you say you had contact information 22 that was current back then, was that his cell phone or 23 was that an office phone? 24 A I believe I had a cell phone -- a cell-phone 25 number.</p>

<p style="text-align: right;">30</p> <p>1 Q You had a cell-phone number, and were you using 2 your cell phone or were you using your office phone to 3 contact him? 4 A I've used both, but I know I've used my cell 5 phone. 6 Q Do you have any plans on contacting Charles 7 Brown in the future? 8 A I have no reason to. 9 Q And are you aware of Charles Brown attempting 10 to contact you since your last conversation that you had 11 with him? 12 A No, I have no knowledge of him attempting to 13 contact me since that conversation. 14 Q Do you use your cell phone to contact other 15 clients on a normal basis? 16 A Yes, I do. 17 Q Okay. And so you are aware that Plaintiff 18 Lavelle Atkinson has issued written discovery requests to 19 the law firm; correct? 20 A Yes, I am. 21 Q And request to produce No. 4 calls for all 22 nonprivileged communications that the law firm has with 23 Charles Brown. Are you aware of that? 24 A I trust that it's true. I don't have the 25 Interrogatories in front of me.</p>	<p style="text-align: right;">32</p> <p>1 Q Did Charles Brown show you that Purchase 2 Agreement? 3 MR. WEINSTOCK: Again I object we're getting into 4 attorney-client privilege. I'm going to instruct 5 Mr. Winder not to answer any questions that infringe on 6 the attorney-client privilege, which technically can only 7 be waived by Mr. Brown. 8 BY MS. BARRAZA: 9 Q No, I'm not asking about any communications. 10 The only thing I'm asking is did he show you a document, 11 and I'm asking did he show you the Purchase Agreement. 12 MR. WEINSTOCK: Well, that's a type of 13 communication. Showing him a document is a 14 communication. 15 BY MS. BARRAZA: 16 Q Have you ever reviewed the Purchase Agreement? 17 MR. WEINSTOCK: I mean again -- 18 BY MS. BARRAZA: 19 Q My question is have you ever reviewed the 20 Purchase Agreement? 21 MR. WEINSTOCK: Again that would be part of his 22 duties as an attorney pursuant to the attorney-client 23 relationship, and I again am going to object and I'm 24 instructing Mr. Winder not to answer any questions that 25 are infringing on the attorney-client relationship</p>
<p style="text-align: right;">31</p> <p>1 Q Okay. And so that means that if you do have 2 any nonprivileged communications with Charles Brown in 3 the future, we would ask that you supplement your 4 responses to request to produce No. 4 to reflect that. 5 A Yes, of course. 6 Q So at some point did you learn that Charles 7 Brown was attempting to purchase the Decatur property? 8 A Yes. 9 Q How did that come about? 10 MR. WEINSTOCK: Again I believe this is getting into 11 attorney-client privilege because I believe, as 12 Mr. Winder has indicated, his conversations with 13 Mr. Brown regarding the property on Decatur was for 14 representation and in a legal basis and therefore it gets 15 into attorney-client privilege. 16 BY MS. BARRAZA: 17 Q So when did you learn that Charles Brown was 18 attempting to purchase the Decatur property? 19 A He consulted with me prior to there being a 20 purchase -- signed Purchase Agreement. I don't recall 21 the exact date. 22 Q Do you recall the year? 23 A No. I'd have to refresh my recollection by 24 looking at the retainer agreement. It would have been 25 that year.</p>	<p style="text-align: right;">33</p> <p>1 between himself and Mr. Brown. 2 BY MS. BARRAZA: 3 Q So I don't want to know any communications. I 4 want to know when was the first time you saw that 5 Purchase Agreement for the Decatur property. 6 A I don't recall the exact date. He consulted 7 with me on the property and then later brought me a -- 8 the signed agreement. 9 MR. WEINSTOCK: And, Danielle, I don't want to 10 interrupt -- well, I shouldn't say that because I am 11 interrupting, but we did just get copies of all the 12 exhibits that have been printed out now. So I have a 13 copy and Mr. Winder has a copy. 14 BY MS. BARRAZA: 15 Q Now, did you have any role in drafting the 16 Purchase Agreement for the Decatur property? 17 A As I had stated earlier, no, I did not, nor did 18 I provide him any form as you asked me earlier. 19 Q Did you ever research the property records to 20 determine who owned the Decatur property? 21 A No, I did not. 22 Q How did you learn about who the owners of the 23 Decatur property were? 24 A Through Mr. Brown. Spoke with him. 25 Q Did you do anything to confirm that Lavelle and</p>

<p style="text-align: right;">34</p> <p>1 Sheila Atkinson had the ability to sell the Decatur 2 property to Charles Brown? 3 MR. WEINSTOCK: Again I think this is getting into 4 the attorney-client relationship. I mean you can ask if 5 he did anything independent not in his representation of 6 Mr. Brown, but anything he did relative or anything he 7 was advised is attorney-client. 8 BY MS. BARRAZA: 9 Q So are you going to answer the question about 10 did you actually do anything, in your capacity as an 11 attorney, to confirm that the Atkinsons had the ability 12 to sell the Decatur property to Charles Brown? 13 A I've been advised not to answer. 14 Q Did the law firm at some point agree to legally 15 represent Charles Brown? 16 A Yes. 17 Q When did that decision come about? 18 A We have to reference the retainer agreement, 19 and it was prior to that. 20 Q When you say "prior to that," when did it 21 actually start? 22 A Well, if we look at the actual retainer 23 agreement, that's the day -- that's when it was drafted. 24 Mr. Brown had consulted with me about the property, and 25 as far as I'm concerned, anything with the consultation</p>	<p style="text-align: right;">36</p> <p>1 properties that never actually came to fruition. 2 Q When you say they never came to fruition, are 3 you saying that they never led to any litigation? 4 A No. They never -- escrow I don't believe was 5 ever opened. 6 Q So the sales never actually went through with 7 any of those other properties? 8 A Correct. 9 Q Why was escrow not opened? 10 A I don't recall. I don't think -- I don't. I 11 don't think he wound up getting the signed Purchase 12 Agreement. 13 Q And what research did you conduct into the 14 merits of Charles Brown's claims before deciding to take 15 the case? 16 A There was a Purchase Agreement that was the 17 contract that he had brought to me that was -- there was 18 a breach of that agreement. 19 Q How was there a breach of that agreement? 20 A The sale was never consummated. The purchaser 21 didn't follow through. 22 Q Okay. We'll get into that, but let me ask you, 23 prior to taking that case, what experience did you have 24 with real estate cases? 25 MR. WEINSTOCK: Object; it's vague and ambiguous.</p>
<p style="text-align: right;">35</p> <p>1 about the property I'm now bound. You develop an 2 attorney-client relationship. 3 Q So who decided that the law firm would be 4 legally representing Charles Brown? 5 A I decided that. 6 MR. WEINSTOCK: Well, obviously in conjunction with 7 Mr. Brown. 8 THE WITNESS: Of course. 9 BY MS. BARRAZA: 10 Q And why did you decide to take the case? 11 A The client came to me with a legal problem and 12 I agreed to represent him with that -- with his legal 13 problem. 14 Q Do you accept every single case that comes your 15 way? 16 A No. 17 Q So what was it about this case that made you 18 decide to actually take it? 19 A Nothing special; just a, you know, real estate 20 transaction. 21 Q Have you ever helped Charles Brown with an 22 issue like this before when he was trying to purchase a 23 property? 24 A Prior to this, as I indicated earlier, he had 25 consulted with me on the purchase of a couple other</p>	<p style="text-align: right;">37</p> <p>1 I'm not sure what you mean by "experience." 2 MS. BARRAZA: So I'm asking the witness. 3 Q Do you understand the question? 4 A I think it is a little vague. I mean I'm not 5 sure exactly what you mean by "what experience." 6 Q Have you ever handled this type of case before? 7 A Yes. I've been involved and had lawsuits 8 involving real estate transactions. 9 Q Okay. Have you ever had -- been involved in a 10 situation where one party was claiming a breach of a 11 Purchase Agreement for a property? 12 A Yes. 13 Q How many cases like that have you been involved 14 in? 15 A I don't -- I'm not sure. 16 Q More than ten? 17 A Well, I don't want to guess. I would think 18 more than ten, but I'm not sure, if you're talking about 19 litigation versus prelitigation. The ones that were in 20 litigation, probably less than ten. 21 Q For the ones that were in litigation, did any 22 of that involve Charles Brown or any of Charles Brown's 23 family members? 24 A No. 25 Q Now, have you ever personally visited the</p>

<p style="text-align: right;">38</p> <p>1 Decatur property? 2 A Yes. 3 Q On what occasions? 4 MR. WEINSTOCK: Again we may be getting into 5 attorney-client privilege. I assume once Mr. Winder or 6 the law firm was retained, part of any visit would be in 7 line with his representation of Mr. Brown. So you can 8 ask prior to the attorney-client privilege invoking did 9 he ever visit the property, but anything after that is 10 attorney-client. 11 BY MS. BARRAZA: 12 Q So you're not going to answer a question that's 13 not asking about any communications with your client; its 14 only asking about how many times you visited the Decatur 15 property? 16 MR. WEINSTOCK: Well, it's dealing with 17 representation of the client, which is based upon 18 communications. 19 BY MS. BARRAZA: 20 Q So to be clear, are you not answering that 21 question so I know to mark it? 22 A I drive by that property probably 10 to 12 23 times a week. It's right on my route from home to work. 24 Q So aside from driving by the property, have you 25 ever actually stopped and visited the property, the</p>	<p style="text-align: right;">40</p> <p>1 A Five minutes, five to ten minutes. 2 Q When you're saying those meetings took place at 3 the property, they took place physically inside the 4 property? 5 A No. I never went inside the property. 6 Q Where did the meetings actually take place? 7 A He indicated he was consulting with me on a 8 piece of property he was looking to purchase. When he 9 gave me the address, I knew I regularly drove by there on 10 my way to my office. We met at -- just there at the 11 corner one time, so I looked at the property and 12 discussed the property. And then I think another time we 13 also met -- you know, you can park right there. It's on 14 Decatur. Parked right there, we talked about the 15 property, had a discussion, and we left. 16 Q Did you form a personal opinion as to what 17 condition the Decatur property was in when you saw it? 18 A I don't form a personal opinion. I was looking 19 at it in terms of representing him in a legal 20 transaction. 21 Q So you have no testimony about the state of the 22 property; correct? 23 A Well, I can tell you the property was I think 24 kind of dilapidated. 25 Q So what are the facts supporting that opinion?</p>
<p style="text-align: right;">39</p> <p>1 Decatur property? 2 A I've stopped there, but I see the property 3 regularly. 4 Q Okay. When was the last time you stopped by 5 the Decatur property? 6 A Several years ago. 7 Q What reason did you have to stop by the Decatur 8 property? 9 A As part of my consultation with Mr. -- with my 10 client. 11 Q Did you ever conduct any meetings with Charles 12 Brown at the Decatur property? 13 MR. WEINSTOCK: Again, objection; attorney-client 14 privilege. Well, he can answer that "yes" or "no." 15 THE WITNESS: Yes. 16 BY MS. BARRAZA: 17 Q How many times did you conduct a meeting with 18 Charles Brown at the Decatur property? 19 A I believe it was twice, but -- to the best of 20 my recollection, twice that I met him. 21 Q And did those meetings take place before 22 Charles Brown had filed his lawsuit against the 23 Atkinsons? 24 A Yes. 25 Q And how long did those meetings last?</p>	<p style="text-align: right;">41</p> <p>1 A It was boarded up. It was -- appeared to be an 2 older piece of property, and it -- you could tell that it 3 was not in a -- wasn't in good shape. 4 Q Did you ever go inside the property? 5 MR. WEINSTOCK: Asked and answered. 6 THE WITNESS: No, I did not. 7 BY MS. BARRAZA: 8 Q So this is based on your view of the outside of 9 the Decatur property; is that correct? 10 A That's correct. 11 Q And did Charles Brown ever tell you about any 12 communications that he had with the Atkinsons? 13 MR. WEINSTOCK: Objection; attorney-client 14 privilege. 15 BY MS. BARRAZA: 16 Q Did you conduct any research into the Decatur 17 property's value? 18 MR. WEINSTOCK: Again, objection; attorney-client 19 privilege. 20 MS. BARRAZA: Okay. 21 Q So did you have any knowledge of other Purchase 22 Agreements between Charles Brown and the Atkinsons aside 23 from the one regarding the Decatur property? 24 MR. WEINSTOCK: Objection; assumes facts not in 25 evidence.</p>

<p style="text-align: right;">42</p> <p>1 MS. BARRAZA: So that's why I'm asking it, to get 2 some facts. 3 THE WITNESS: No, I have no knowledge of any other 4 agreement. 5 BY MS. BARRAZA: 6 Q Do you have knowledge of the Atkinsons wanting 7 to sell any other properties to Charles Brown? 8 A No, I do not. 9 Q And so did you agree that Purchase Agreement 10 before you -- I mean did you review that Purchase 11 Agreement before you agreed to take Charles Brown's case? 12 A I believe when he consulted with me about the 13 property and wanting legal assistance in purchasing the 14 property, there was no -- at that point in time we 15 developed an attorney-client relationship. He 16 subsequently brought a Purchase Agreement to me. 17 Q And was that before or after the legal 18 representation had started? 19 MR. WEINSTOCK: Objection; I think you're 20 mischaracterizing attorney-client privilege. It is my 21 understanding and belief that the attorney-client 22 privilege begins when the parties meet if there is a 23 subsequent agreement for an attorney-client relationship. 24 BY MS. BARRAZA: 25 Q So when I asked you when the legal</p>	<p style="text-align: right;">44</p> <p>1 A I'm sure there was a -- it was required to open 2 escrow. Now, what he was supposed to deposit, I don't 3 recall without reviewing the agreement. 4 Q Do you have any personal knowledge as to 5 whether Charles Brown ever deposited any money into an 6 escrow account? 7 A I believe there was -- funds were provided that 8 he -- I believe he thought he put money into an escrow 9 account. Now, I think the Court ruling was that it was 10 not. 11 Q Do you have any personal knowledge that Charles 12 Brown ever put any funds into an escrow account? 13 A No. 14 Q Okay. And as you sit here today, are you aware 15 of what the effective date was for that Purchase 16 Agreement? 17 A Not without reviewing the Purchase Agreement. 18 Q Okay. So you mentioned -- I just want to make 19 sure this is your testimony -- that there was an actual 20 representation agreement between the law firm and Charles 21 Brown regarding the matter of Charles Brown's claim that 22 the Atkinsons had breached the Purchase Agreement for the 23 Decatur property. Is that correct? 24 A There was a retainer agreement regarding the, 25 you know, transaction, real estate transaction.</p>
<p style="text-align: right;">43</p> <p>1 representation started, you said you'd have to refer to 2 the representation agreement. Do you recall that? 3 A I'm saying, when I began to consult with him, 4 the relationship began; and if you wanted the dates, it 5 was prior to the signed retainer agreement. So I'd have 6 to consult with the -- look at the retainer agreement to 7 give you the approximate date to that. 8 Q Do you know if the Atkinsons owned any other 9 properties aside from the Decatur property? 10 A I do not know. 11 Q Okay. And what -- as you sit here today, 12 what's your recollection of the terms of the Purchase 13 Agreement? 14 A I don't recall that. I'd have to refresh my 15 recollection. 16 Q Okay. Do you have any recollection of what 17 Charles Brown's duties were? 18 A Not at this time. 19 Q Do you have any recollection about what the 20 Atkinsons' duties were? 21 A No. I'd have to refresh my recollection by 22 reviewing the agreement. 23 Q Do you have any recollection about whether 24 Charles Brown was required to deposit any money into an 25 escrow account pursuant to the Purchase Agreement?</p>	<p style="text-align: right;">45</p> <p>1 Q For the Decatur property; correct? 2 A For the Decatur property, yes. 3 Q Who drafted that retainer agreement? 4 A I did. 5 Q And what were the terms of the law firm's legal 6 representation of Charles Brown pursuant to that 7 agreement? 8 A I'd have to review it to give you that term. 9 Q And how much was the retainer? 10 A I'd have to review the retainer agreement to 11 give you those facts, ma'am. 12 Q Did Charles Brown ever pay you a retainer? 13 A No. 14 Q So did the law firm ever get paid? 15 A No. 16 Q And did the law firm ever send any kind of 17 invoices to Charles Brown for the legal services that you 18 provided? 19 A The agreement was, as I recall -- and I don't 20 know if it would be privileged -- but the agreement was 21 that the firm would be paid through the escrow. 22 Q Okay. So you're saying the agreement was, the 23 way the law firm would get paid is through the escrow of 24 the Decatur property? 25 A That's correct. That's my recollection, yes.</p>

<p>46</p> <p>1 Q Okay. Now, did the law firm still enter its 2 time spent on the case into a billing database? 3 A We do have a program called Time Matters that 4 we use to manage and do billing. I will say that I am 5 not always the best at entering my time in there, but 6 yes, we do utilize Time Matters for tracking time, doing 7 billing. 8 Q How long has the law firm been using Time 9 Matters specifically? 10 A Oh, more than 10 years, probably more than 15. 11 Q Okay. And has that been the only billing 12 platform or database in that time that the law firm has 13 used? 14 A Yes. 15 Q And has the law firm disclosed all of the time 16 that it has entered for the Brown litigation in its 17 disclosures? 18 A I don't recall all of the disclosures, but if 19 that's permitted, I will make sure you get that. 20 Q So have you ever entered into any kind of 21 payment arrangement like this with any other clients 22 where the law firm would be getting paid from escrow of a 23 property? 24 A I've entered lots of basically contingency 25 agreements where the law firm would be paid at the end of</p>	<p>48</p> <p>1 have been through the -- through escrow. 2 Q And have you produced the retainer agreement 3 regarding Charles Brown's matter with the Decatur 4 property? 5 A I believe we have. 6 Q Okay. And how many retainer agreements were 7 there? 8 A So I would have to review. I think we did 9 multiple retainer agreements because the scope of the 10 work had changed or -- so I think we changed the retainer 11 agreement. 12 Q So do you recall how many -- you say multiple. 13 Were there five -- 14 A I think there were like two, two retainer 15 agreements. 16 Q However many there were, you have disclosed all 17 of those; correct? 18 MR. WEINSTOCK: If we were requested. I believe we 19 have answered all requests. I know we got in a new 20 amended request. I don't know -- we haven't obviously 21 answered those as of yet. 22 MS. BARRAZA: Is that an objection? 23 MR. WEINSTOCK: Well, I just want to clarify. I 24 think it was an unclear question you were asking him. I 25 mean we have responded to any requests that are due at</p>
<p>47</p> <p>1 the transaction. I've entered into lots of litigation 2 where the law firm would be paid from the proceeds of 3 the -- of the litigation. So it's pretty common. 4 Q So is it the law firm's testimony that the 5 retainer agreement that Charles Brown entered into was a 6 contingency agreement? 7 MR. WEINSTOCK: Objection; I think that's a 8 mischaracterization of testimony. I think Mr. Winder 9 said the law firm was expecting payment through -- 10 MS. BARRAZA: So if you can just keep your 11 objections to the actual -- you know, is it form or what, 12 because I can't have the testimony coming out from the 13 attorney. 14 Q So is the law firm's -- is the law firm's 15 position that the retainer agreement that Charles Brown 16 signed was a contingency agreement? 17 A No, it's not a contingency agreement. It's 18 that payment would be received through the escrow once 19 the funds came in. 20 Q And so the law firm had a financial interest in 21 Charles Brown obtaining ownership of the Decatur 22 property; correct? 23 A No. Mr. Brown still owes the law firm, so it 24 wasn't contingent on the transaction going through. He 25 still owes the law firm. One method of payment would</p>	<p>49</p> <p>1 this time. There are some where the answers are not due 2 yet. 3 MS. BARRAZA: Okay. 4 Q So my question is, have you actually produced 5 all the agreements regarding the Decatur property, all 6 the representation agreements? 7 A I would have to go through our production of 8 documents to see whether the two were included. I 9 thought they were included. 10 Q Okay. So can we turn to Exhibit 27. Tell me 11 whenever you're there. 12 A Do you know what the Bates stamp number is? 13 MR. WEINSTOCK: Yeah, I hate to say this, but the 14 copies that we have just gotten and downloaded don't have 15 exhibit numbers on them. So if you can name or describe 16 the document, we can find it. 17 THE WITNESS: Or the Bates stamp. 18 BY MS. BARRAZA: 19 Q So it's going to be near the end. It's not a 20 Bates stamp. What it is is it's Responses to 21 Interrogatories, and it's Dan Winder's personally, his 22 responses to the Lavelle Atkinson's Interrogatories. 23 A Okay. I have Defendant Winder's Response to 24 Plaintiff Lavelle P. Atkinson's First Set of 25 Interrogatories.</p>

50

1 Q Okay. Can you go to interrogatory No. 19.
 2 **A Yes.**
 3 Q So interrogatory No. 19 asks, "State what
 4 agreement you or the law office of Dan M. Winder, PC had
 5 with Mr. Brown and Mrs. Brown as payment for legal
 6 services rendered, if any, pertaining to the Brown
 7 litigation and set forth what evidence you have in
 8 support of that agreement."
 9 And then do you see your response was,
 10 "Defendant and the law office of Dan M. Winder, PC had no
 11 agreements with Mrs. Brown. The only agreements with
 12 Mr. Brown are disclosed as D 0009 through 0014"? Do you
 13 see that?
 14 **A Yes.**
 15 Q So is that a true statement?
 16 **A I would have to see D 0009 through 0014, but**
 17 **otherwise I think that would be a correct statement.**
 18 Q Okay. So let's go ahead and go to Exhibit 2,
 19 which is the representation agreement dated August 10th,
 20 2017. It should start with D 0009.
 21 **A Okay.**
 22 Q So this is D 0009 through D 0011. Do you see
 23 that?
 24 **A Yes.**
 25 Q And then if you go to Exhibit 3, that is D 0012

51

1 through 14. Do you see that?
 2 **A Okay, yes.**
 3 Q Okay. And so that's what you had referenced in
 4 your response to interrogatory No. 19. It said the only
 5 agreements are those disclosed as D 9 through 14. So
 6 looking at Exhibit 2 and 3, are those the only agreements
 7 that the law firm had with Charles Brown?
 8 **A I believe those are the only written agreements**
 9 **we could locate, yes.**
 10 Q When you say "that we could locate," are there
 11 any others out there?
 12 **A I don't know.**
 13 Q Okay.
 14 **A I didn't see any other -- I didn't see any**
 15 **other written agreement in the file.**
 16 Q Do you have any reason to believe there would
 17 be any others?
 18 **A I'm not sure whether we did -- this included --**
 19 **I think this included the agreement to go forward with**
 20 **litigation. I believe these two were -- appears to be**
 21 **related to the purchase of the property and assisting him**
 22 **with the purchase of the property. And then I think**
 23 **subsequent to that, when the -- when it was decided that**
 24 **he needed to file a lawsuit, I thought we had a written**
 25 **agreement; but apparently I don't see a written agreement**

52

1 **in the file, a separate agreement.**
 2 Q Okay. Well, there are two agreements. The
 3 first agreement it looks like is on D 0009 and it goes to
 4 D 11. Do you see that?
 5 **A Yes. And that's dated --**
 6 Q August 10th.
 7 **A -- August 10th.**
 8 Q And Exhibit 3 starts at D 12 and it goes
 9 through D 14 and it's dated August 21st.
 10 **A Correct, yeah, two weeks later -- 11 days**
 11 **later.**
 12 Q So you answered in your verified interrogatory
 13 responses that those are the only two agreements. So was
 14 that a truthful answer or not?
 15 **A Those are the only two -- yes, those are the**
 16 **only two agreements that I -- those are the only two**
 17 **written agreements that I had.**
 18 Q And whenever you open up a new case at your law
 19 firm, do you open it up on Time Matters?
 20 **A There's a process to have cases opened up on**
 21 **Time Matters, yes.**
 22 Q Do you follow that process?
 23 **A You know, I would say 95 percent of the time.**
 24 **I mean not -- you know, if I meet with someone and**
 25 **consult with them and we're developing the**

53

1 **attorney-client relationship, we don't necessarily open**
 2 **it up on Time Matters right away. So it's not always**
 3 **done -- it's not always done in that fashion.**
 4 Q Was the matter opened up with Charles Brown on
 5 Time Matters?
 6 **A I would have to take a look at that. I would**
 7 **have to look at Time Matters and see when there was a**
 8 **file opened up.**
 9 Q Okay. Now, I think we went over -- I just want
 10 to make sure we're on the same page. There are no
 11 representation agreements out there regarding the Decatur
 12 property that you have not disclosed; correct?
 13 **A That's correct.**
 14 Q Okay. Now, if we can go to Exhibit 2, which
 15 is -- it's that first one, the August 10th one. I'll
 16 give you the Bates numbers, D 9 through D 11.
 17 **A Yes.**
 18 Q Okay. Now, is this a true and accurate copy of
 19 the representation agreement that Charles Brown signed?
 20 **A Yes.**
 21 Q Did you sign this as well?
 22 **A Yes. Yes, I did.**
 23 Q Okay. So tell me about what this
 24 representation agreement was for on Exhibit 2.
 25 **A Well, it says in the Scope and Duties,**

<p style="text-align: right;">54</p> <p>1 "Assistance with the purchase of the" -- looks like 2 "Auburn property." 3 Q So what's the Auburn property? 4 A Well, and then at the bottom it says, you know, 5 it's the property located at North Decatur. 6 Q So my question is, what's the Auburn property? 7 A I don't recall. I don't recall if the cross 8 street is that particular name or if I just made an error 9 and put Auburn when it should have been Decatur, but down 10 below it specifically mentions the Decatur property. 11 Q Did you -- 12 A I don't recall exactly. 13 Q Did you personally go over this Exhibit 2 -- 14 did you personally go over this agreement with Charles 15 Brown? 16 A I would have, yes. 17 Q And when did you do so? 18 A It would have been prior to him signing. So 19 this is dated August 10, 2017, so it would have been 20 prior to that. 21 Q Could it have been that same day? 22 A It would have probably been the same day, yes. 23 Q And would that meeting have taken place at your 24 office? 25 A Yes.</p>	<p style="text-align: right;">56</p> <p>1 assistance with purchase of Auburn property." 2 So the law firm was going to be helping Charles 3 Brown with purchasing a property; correct? 4 A Correct. 5 Q Okay. Now, did you see any kind of issues with 6 helping the client purchase a property? 7 A Well, in terms of doing legal representation, 8 no. 9 Q Now, was there a reason why the scope and 10 duties wasn't described as filing a breach-of-contract 11 action? 12 A I don't believe at that time there was any 13 breach. 14 Q Okay. And so the Auburn property, this 15 mentions the Auburn property. It says, "purchase of the 16 Auburn property." So is that referring to a property 17 that's different from the Decatur property? 18 A You know, I'm going to have to go back and 19 review my notes to make sure. I think, but I don't want 20 to speculate, that that's just an error; but I will 21 double check and see was there something to do with some 22 Auburn property. 23 Q Now, is the Auburn property referring to 24 another property that the Atkinsons owned? 25 A Not that I know of.</p>
<p style="text-align: right;">55</p> <p>1 Q Okay. And I'm sure you can see that there's 2 some handwriting -- we've kind of gone over it a little 3 bit -- on page D 0009. Whose handwriting is that? 4 A That is my handwriting. 5 Q Now, at the top do you see how it says, 6 "Agreement to Employ Attorney" and it gives options: 7 contingent, fixed, hourly? Do you see that? 8 A Yes. 9 Q And it looks like the fixed option is checked 10 off. Do you see that? 11 A Correct. 12 Q What does that mean? 13 A It means that this is a fixed price that was -- 14 the retainer agreement was for \$8,000. So it's not -- 15 and I mean there's an option of contingent or the other 16 option is to charge him hourly. So just a fixed rate was 17 the agreement. 18 Q So "contingent" was not checked off, so this is 19 not a contingency agreement; correct? 20 A Correct. 21 Q And "hourly" was not checked off, so this is 22 not an hourly agreement; correct? 23 A Correct. 24 Q Going back to the Scope and Duties, Section II, 25 it says, "Client hires attorney for the purpose of</p>	<p style="text-align: right;">57</p> <p>1 Q Okay. And were you planning -- were you ever 2 planning on helping Charles Brown purchase any other 3 properties that the Atkinsons owned aside from the 4 Decatur property? 5 A You had asked me did I know of any other 6 properties they own, and I know of no other properties 7 that they own. I was not -- he had never discussed with 8 me assisting him with the purchase of any other property 9 from the Atkinsons besides Decatur. 10 Q And so have you ever seen any kind of Purchase 11 Agreement between Charles Brown and the Atkinsons 12 regarding an Auburn property? 13 A Best of my recollection, no, I have not. 14 Q Okay. So we can move to Section III, the 15 Deposit. So it says, "Client agrees to pay attorney a 16 retainer fee in the amount of \$8,000, of which 8,000 17 shall be nonrefundable." Do you see that? 18 A Yes. 19 Q So did Charles Brown ever provide the \$8,000 20 fee to you? 21 A No, because it's agreed that it was going to be 22 paid -- to be paid from the escrow property located at 23 2315 North Decatur. 24 Q So you're referring to the handwriting on the 25 bottom left-hand side of D 0009 on Exh bit 2?</p>

<p style="text-align: right;">58</p> <p>1 A Correct.</p> <p>2 Q Where it says -- is it your understanding that</p> <p>3 it says, "to be paid from escrow of property located</p> <p>4 at 2315 North Decatur Boulevard, Las Vegas, Nevada</p> <p>5 89108"?</p> <p>6 A Yes.</p> <p>7 Q So what does that mean? How was that going to</p> <p>8 work?</p> <p>9 A It means that he owes me a fixed amount for my</p> <p>10 legal services, and that money was going to be paid from</p> <p>11 escrow out of the proceeds he was to receive through</p> <p>12 escrow.</p> <p>13 Q And how much was Charles Brown supposed to be</p> <p>14 receiving through escrow?</p> <p>15 A I don't recall.</p> <p>16 Q Did you have that information at the time that</p> <p>17 you prepared this Exhibit 2?</p> <p>18 A To the best of my recollection, I believe I had</p> <p>19 saw a Purchase Agreement that he had brought; and</p> <p>20 therefore I was comfortable with being paid through</p> <p>21 the -- through the escrow.</p> <p>22 Q So how was Charles Brown going to get anything</p> <p>23 from the escrow if he was the buyer?</p> <p>24 A Because the -- I think the property was then</p> <p>25 going to be -- going to refinance the property, something</p>	<p style="text-align: right;">60</p> <p>1 Q And is it your opinion that that provision is</p> <p>2 ethical?</p> <p>3 MR. WEINSTOCK: Objection; calls for speculation.</p> <p>4 BY MS. BARRAZA:</p> <p>5 Q So you can answer.</p> <p>6 A Yes, I believe it's ethical.</p> <p>7 Q Has anyone ever told you that the Nevada State</p> <p>8 Bar has found that that kind of provision violates the</p> <p>9 Nevada Rules of Professional Conduct?</p> <p>10 MR. WEINSTOCK: Objection; assumes facts not in</p> <p>11 evidence.</p> <p>12 BY MS. BARRAZA:</p> <p>13 Q You can answer.</p> <p>14 A I've never been told that.</p> <p>15 Q Okay. Would you be surprised to learn if</p> <p>16 that's the case?</p> <p>17 A I've never been told it, so I would be -- if I</p> <p>18 don't -- if I thought it was unethical, then I would have</p> <p>19 taken it out of my retainer agreement. In fact this</p> <p>20 retainer agreement actually is one that was used by other</p> <p>21 attorneys I used to work for, so --</p> <p>22 Q Okay. Going to Section IV on page D 0010, do</p> <p>23 you see how at the top it says, "Client agrees to pay for</p> <p>24 legal services at the rate of 375 per hour"?</p> <p>25 A Yes.</p>
<p style="text-align: right;">59</p> <p>1 of that sort, and --</p> <p>2 Q So that's what I'm trying to figure out. Why</p> <p>3 did you write down "to be paid from escrow," 'cause how</p> <p>4 were you going to be paid from escrow?</p> <p>5 A That's a good question. I'm going to have to</p> <p>6 go back and review my notes for the -- why I would have</p> <p>7 done that.</p> <p>8 Q Okay. So as we sit here today, you're not sure</p> <p>9 as far as why you wrote down "to be paid from escrow of</p> <p>10 property"; is that correct?</p> <p>11 A Yes. I need to review my notes to be accurate.</p> <p>12 Q Okay. And let's go to the bottom of D 0009,</p> <p>13 that last paragraph, the bold portion. It looks like it</p> <p>14 says, "No portion of the refundable fee -- of the</p> <p>15 nonrefundable fee -- will be refunded even if the secured</p> <p>16 costs and fees are less than the nonrefundable fee." Do</p> <p>17 you see that?</p> <p>18 A Yes.</p> <p>19 Q So why is that provision in here?</p> <p>20 A This is just one of these standard retainer</p> <p>21 agreements I have, so it had -- it wasn't particularized</p> <p>22 for this transaction.</p> <p>23 Q So that provision is standard in probably the</p> <p>24 majority of your agreements?</p> <p>25 A Correct.</p>	<p style="text-align: right;">61</p> <p>1 Q What does that mean?</p> <p>2 A It means this is just the standard agreement</p> <p>3 that is used in a lot of cases, and if -- you know, if</p> <p>4 there's an hourly rate, if the box checks for hourly,</p> <p>5 then you've got the hourly rate there. So it states the</p> <p>6 hourly rate. If it's a contingency and the client signs</p> <p>7 the "don't want to go forward" and they want to lien,</p> <p>8 then we have an hourly rate that's listed here so that</p> <p>9 they can be billed for that hourly rate.</p> <p>10 Q Okay. So is it your testimony that you were</p> <p>11 just listing the hourly rate, but it was understood that</p> <p>12 Charles Brown would have a flat fee and he would not be</p> <p>13 paying an hourly rate? Is that correct?</p> <p>14 A That's correct.</p> <p>15 Q Yet you still did enter in all of your -- the</p> <p>16 time you spent on this matter, you still entered that</p> <p>17 into Time Matters; correct?</p> <p>18 MR. WEINSTOCK: Objection; assumes facts not in</p> <p>19 evidence.</p> <p>20 BY MS. BARRAZA:</p> <p>21 Q You can answer.</p> <p>22 A I don't believe all time was entered.</p> <p>23 Q Okay. So if we look on the last page of</p> <p>24 Exhibit 2, D 11, it looks like -- is that -- do you</p> <p>25 recognize that to be Charles Brown's signature on D 11?</p>

<p style="text-align: right;">62</p> <p>1 A I'm pretty sure he signed that in front of me 2 at that time. So I mean do I personally recognize his 3 signature? My recollection is he signed the document in 4 front of me. 5 Q And he signed it when this is dated, 6 August 10th, 2017; correct? 7 A Correct. 8 Q And that would be the effective date of the 9 representation agreement; correct? 10 A Of that agreement, meaning starting from the 11 consultation is when I began to represent him. 12 Q And then if you look on page D 10, it looks 13 like where it says "contingency fee" it says "N/A." Do 14 you see that? 15 A Correct. 16 Q So that's going along with the fact that this 17 agreement was not a contingency agreement; correct? 18 A Correct. 19 Q Let's go to Exhibit 3, which is the next 20 agreement. Are you there? It starts on D 12. 21 A Yes. 22 Q So tell me about why was there this second 23 agreement? How did that come about? 24 A To my best of my recollection, we wanted to -- 25 I think the Court -- the scope and course of what he</p>	<p style="text-align: right;">64</p> <p>1 Q So which one should have been checked? 2 A Pardon me? 3 Q Which one should have been checked? 4 A Fixed. 5 Q Okay. And let's go to -- did you also have 6 Mr. -- would you have also had Mr. Brown come into your 7 office and personally review this new agreement? 8 A Yes. 9 Q So go ahead and read for me Section II where it 10 says "Scope and Duties," what the client was hiring the 11 attorney for on this one. 12 A It says, "Auburn Street real estate 13 transaction. Set up trust. Review legal documents. 14 Limited future services through" -- it says "January 1st" 15 and I -- it's cut off, so it has no -- then it says 16 "January 1st, 2018" at the bottom. 17 Q So it does look like there's a date cut off. 18 Now, do you have the original copy of this agreement? 19 A I'm sure, yes, it's in the office file. 20 Q Can you produce another copy where that date 21 won't be cut off? 22 A Yes. 23 Q And so looking back at the Scope and Duties, 24 this one is again not talking about Decatur. It's 25 actually again talking about Auburn Street. So does that</p>
<p style="text-align: right;">63</p> <p>1 wanted to do had increased and so we, you know, modified 2 the agreement. 3 Q So when you say the course and scope of what 4 needed to be done, how did it change from August 10th to 5 August 21st? What was going on where you guys needed to 6 do a second agreement? 7 MR. WEINSTOCK: I'd object again. I think we're 8 getting into attorney-client-privilege area. 9 BY MS. BARRAZA: 10 Q So is it just your testimony that there was 11 more work that needed to be done and that's why there was 12 a second agreement? 13 A To the best of my recollection. 14 Q Let's go over this representation agreement. 15 It looks like at the top -- well, let me just make sure. 16 Did you also draft and prepare this agreement? 17 A Yes. 18 Q Okay. Now, it looks like at the top it has the 19 same options for contingent, fixed or hourly. Do you see 20 that? 21 A Yes. 22 Q So is there a reason why nothing was checked 23 off there? 24 A I believe it was just inadvertent. Fixed 25 should have been checked.</p>	<p style="text-align: right;">65</p> <p>1 refresh your recollection about what you guys were doing 2 with the Auburn Street property? 3 A No. I will have to go back and review my notes 4 to see why I'm using the term "Auburn" transaction. 5 Q Now, one of things on here it says, "set up 6 trust." So what kind of trust were you going to be 7 setting up? 8 A I believe -- I mean I don't want to speculate, 9 but -- 10 MR. WEINSTOCK: And again this is getting into 11 attorney-client privilege I believe. This is what was 12 requested. 13 BY MS. BARRAZA: 14 Q You're not going to testify about what kind of 15 trust you were going to do? 16 Now, my question is how it says "future legal 17 services." What does that mean? 18 A Just what it says. There was -- I was -- the 19 price had changed. There was other -- I believe there 20 were other properties he was looking at and other things 21 he wanted to discuss, and I just wanted to be clear that 22 it was for future limited services. And I believe the 23 reason why I put a date on the side was so that there 24 would be no misunderstanding. This was not for -- there 25 was an end date for this retainer agreement.</p>

<p style="text-align: right;">66</p> <p>1 Q Okay. So the only property listed here is</p> <p>2 for -- the purpose was Auburn Street. So are you saying</p> <p>3 that there were other potential properties that this was</p> <p>4 going to -- the scope of your representation was going to</p> <p>5 involve?</p> <p>6 A As we had discussed earlier, he had discussed</p> <p>7 with me purchasing -- or some property transactions.</p> <p>8 There were several that he had discussed with me. That's</p> <p>9 why I want to review my notes to see why it was Auburn,</p> <p>10 but the -- down in the bottom we mention the Decatur</p> <p>11 property.</p> <p>12 Q So let's go to the deposit. It says retainer</p> <p>13 in the amount of \$20,000. So did Charles Brown provide</p> <p>14 you with a \$20,000 retainer?</p> <p>15 A No, he did not.</p> <p>16 Q And then the bottom of page D 12 it looks like</p> <p>17 it says, "to be paid at time of refinancing of property</p> <p>18 in approximately six months located at 2315 North</p> <p>19 Decatur, Las Vegas, Nevada 89108." Do you see that?</p> <p>20 A Yes.</p> <p>21 Q What does that mean?</p> <p>22 A I believe he was going to purchase the property</p> <p>23 and then get it refinanced to improve the property.</p> <p>24 Q So you're saying Charles Brown was going to be</p> <p>25 refinancing the Decatur property?</p>	<p style="text-align: right;">68</p> <p>1 BY MS. BARRAZA:</p> <p>2 Q So go ahead. You can answer.</p> <p>3 A The agreement is that payment would be from the</p> <p>4 refinancing of the property.</p> <p>5 Q Okay. And so the law firm had a financial</p> <p>6 interest in Charles Brown successfully refinancing that</p> <p>7 Decatur property; correct?</p> <p>8 A I wouldn't characterize it as a financial</p> <p>9 interest. The money was owed. It's a fixed amount that</p> <p>10 he owed. One source of payment would have been through</p> <p>11 his refinance. If that didn't come through, he would</p> <p>12 still be -- the money would still be owed. So it wasn't</p> <p>13 contingent on him refinancing. That was just one source.</p> <p>14 Q So did Charles Brown have the means to pay you</p> <p>15 otherwise?</p> <p>16 A I don't know about his total finances.</p> <p>17 Q You didn't do any kind of research into his</p> <p>18 financial situation before entering into these</p> <p>19 agreements?</p> <p>20 A No.</p> <p>21 Q So going back to these agreements, Exhibit 2</p> <p>22 and 3, they both say that the scope is the attorney being</p> <p>23 hired for a matter related to Auburn Street. So what I'm</p> <p>24 not seeing here is any actual representation agreement</p> <p>25 stating the attorney is being hired for the purpose of</p>
<p style="text-align: right;">67</p> <p>1 MR. WEINSTOCK: Objection; attorney-client</p> <p>2 privilege.</p> <p>3 MS. BARRAZA: Well, it says right here on the face</p> <p>4 of the document.</p> <p>5 Q So is that what the face of this document was</p> <p>6 intending, that Charles Brown would be refinancing the</p> <p>7 Decatur property?</p> <p>8 A To the best of my recollection, you know, it</p> <p>9 speaks for itself, but it says something about</p> <p>10 refinancing.</p> <p>11 Q So it says, "in approximately six months." So</p> <p>12 why did you write that down?</p> <p>13 A To give him -- I believe so that he would have</p> <p>14 time to refinance.</p> <p>15 Q Were you planning on taking any kind of</p> <p>16 specific actions in those six months?</p> <p>17 A Well, it says in Scope and Duties I was going</p> <p>18 to be helping set up a trust and review legal documents</p> <p>19 and do some other -- provide some other limited legal</p> <p>20 services.</p> <p>21 Q Okay. So the law firm would be getting paid</p> <p>22 contingent on Charles Brown being able to refinance the</p> <p>23 Decatur property; correct?</p> <p>24 MR. WEINSTOCK: I object to the phrase "contingent."</p> <p>25 ///</p>	<p style="text-align: right;">69</p> <p>1 resolving a dispute regarding the Decatur property. Is</p> <p>2 that correct?</p> <p>3 A The word "Auburn" is used and I will -- but I</p> <p>4 know that this agreement also included, you know, the</p> <p>5 Decatur property. It was dealing with that transaction.</p> <p>6 Q The only time the Decatur property is mentioned</p> <p>7 on these agreements is when it's talking about how</p> <p>8 Charles Brown is going to be paying you. So what I'm</p> <p>9 trying to figure out is why do neither of these</p> <p>10 agreements say that the scope has to do with the Decatur</p> <p>11 property?</p> <p>12 A As I state, I would have to look at my notes to</p> <p>13 refresh my recollection.</p> <p>14 Q Okay. And so has the law firm ever entered</p> <p>15 into any other agreements with any other clients stating</p> <p>16 that the law firm will get paid upon refinancing of a</p> <p>17 property?</p> <p>18 MR. WEINSTOCK: Objection; relevance.</p> <p>19 BY MS. BARRAZA:</p> <p>20 Q You can answer.</p> <p>21 A Well, I don't recall. I believe that, yes,</p> <p>22 we've had agreements that we would be paid when a</p> <p>23 transaction such as a sales transaction was completed.</p> <p>24 Q Okay. Now, when did you actually start doing</p> <p>25 work, legal work, for Mr. Brown on this case?</p>

<p style="text-align: right;">70</p> <p>1 A Well, I see we have the August 10th date, so it 2 was prior to August 10th, 2017. 3 Q So how much prior? How long before had you 4 started working on the case? 5 A Probably a couple months prior. 6 Q Couple months? Okay. 7 And so what kind of work -- what kind of work 8 were you actually doing in those months before you even 9 had a representation agreement in place? 10 A Well, the client had consulted with me about 11 the transaction and we had discussed some of the -- 12 legally the transaction, and it was after there was a 13 Purchase Agreement provided that we did a retainer 14 agreement. 15 Q So you'd given just general advice. Had you 16 done anything else before signing -- before putting 17 together that retainer agreement for August 10th? 18 A Had I did anything else besides having just 19 legal advice? 20 Q Right. 21 A Nothing other than meeting at the property and 22 just viewing the property. 23 Q Okay. And then do you understand how there 24 could be a potential issue of fact as to when a legal 25 representation actually commenced when you're doing work</p>	<p style="text-align: right;">72</p> <p>1 happens. As I say, I have more than a hundred relatives 2 that live in town and I've lived here since 1954. So, 3 yes, I've -- I have clients that have been long-term 4 clients, and so we haven't always done a written 5 agreement before I provided some services. 6 Q Have you ever provided any services to clients 7 without ever having a representation agreement in place 8 at any time? 9 A I would say yes. 10 Q Okay. So if we can go to Exhibit 4 -- 11 MR. WEINSTOCK: Danielle, can I ask, we've been 12 going like two hours. Are we going to take a break for 13 ten minutes for restroom or whatever? 14 MS. BARRAZA: We can -- if you guys need a break, we 15 can take a break for ten minutes. I mean I was planning 16 on breaking at like 12:30, but if anyone needs a break 17 right now, we can. 18 THE WITNESS: I could take a few minutes now. 19 MS. BARRAZA: That's fine. 20 We can go off the record. 21 (Brief recess taken.) 22 MR. WEINSTOCK: Danielle, this is Arnold again. In 23 going through all the stuff that you sent over, you know, 24 we got it at 9:00 o'clock and truthfully we didn't get it 25 printed until 9:30 or a little later. I'm going to ask</p>
<p style="text-align: right;">71</p> <p>1 months before an actual retainer agreement is signed? 2 MR. WEINSTOCK: Objection; calls for legal 3 conclusion. 4 BY MS. BARRAZA: 5 Q You can answer. 6 A Could you repeat the question. 7 Q Sure. Do you understand how there can 8 potentially be an issue of fact created whenever you're 9 doing work for a client months before there's even a 10 representation agreement in place? 11 A No, I don't see how that could be a problem. 12 Many times I've done that, quite often. 13 Q Now, when the question is when did the legal 14 representation first commence, do you understand how that 15 could create issues? 16 MR. WEINSTOCK: Objection; calls for a legal 17 conclusion. 18 THE WITNESS: I go back to my date of consultation. 19 As far as I'm concerned, that's when my obligation begins 20 and the attorney-client relationship begins. 21 BY MS. BARRAZA: 22 Q So did the law firm frequently do work for its 23 clients without having a representation agreement in 24 place? 25 A I wouldn't say frequently, but you know, it</p>	<p style="text-align: right;">73</p> <p>1 that we reschedule Mr. Winder's deposition for about a 2 week so I can go over all these exhibits and these 3 documents and these papers with him prior to him 4 answering any questions regarding these documents. I 5 mean I should have obviously gotten them well in advance 6 of the deposition. 7 MS. BARRAZA: So my response to that is, everything 8 that we have disclosed to you as an exhibit, you already 9 have access to; and it's either been disclosed or it's in 10 the form of pleadings that have been filed with the 11 Court. So there's, you know, no bombshells in here that 12 you haven't ever seen or had access to. 13 And the other thing is, we did provide the 14 topics for the deposition and we're not required under 15 the rules to provide any kind of advance notice of the 16 exhibits. So we -- as a courtesy we did provide the 17 exhibits so that you guys could print them out. 18 So we are going to be moving forward with this 19 deposition so we can get the testimony that we're seeking 20 today. 21 MR. WEINSTOCK: Well, I mean it's your call. 22 Obviously I would like some time. Mr. Winder, as he has 23 indicated, has been ill for three weeks and just getting 24 back in the office. You know, we prepared and cleared 25 our calendars, both his and mine, and, as he's testified,</p>

<p style="text-align: right;">74</p> <p>1 we're the only two attorneys in the office. But we are 2 getting clients calling us with other problems, so it's 3 kind of difficult for us both to be in here, you know, 4 for basically one full day or pretty close to one full 5 day. 6 Obviously when we get done with Mr. Winder's, 7 you know, deposition, then I'm going to give you my 8 deposition, and I have no problem with that. I can 9 certainly answer all your questions myself. 10 But I would like the opportunity to go over a 11 lot of these exhibits with Mr. Winder before he answers, 12 but I'll leave it at your discretion. 13 MS. BARRAZA: So we can see where we are time-wise, 14 but we'll move forward at this time. 15 I just want to confirm we are on the record; 16 correct? 17 THE REPORTER: Yes. 18 MS. BARRAZA: Okay, perfect. 19 Q So moving forward, has the law firm ever loaned 20 any kind of money to Charles Brown? 21 A I fronted some costs, but I haven't, you know, 22 loaned him any money. 23 Q So you would not categorize that as lending 24 money? 25 A No. I fronted costs. I view it as fronting</p>	<p style="text-align: right;">76</p> <p>1 paralegals in the office. 2 Q But you definitely did review this opposition 3 before it being filed; correct? 4 A I would say yes. 5 Q And the arguments in this opposition reflect 6 the law firm's position in this; correct? 7 A Yes. 8 Q So if we can go to page 6 -- it says 9 "page 6 of 10" -- and then line 12, tell me whenever 10 you're there. 11 A I'm there. 12 Q So it looks like it says, "While some actions 13 by Mr. Winder predate the signing of retainer agreements, 14 it is clear from the retainer agreements that 15 Mr. Winder's legal representation began with his first 16 involvement with Mr. Brown in connection with this 17 matter." Do you see that? 18 A Okay. 19 Q So what does that mean as far as "his first 20 involvement with Mr. Brown"? What do you constitute an 21 involvement with Mr. Brown regarding this matter? 22 A Well, I think once a client comes to me and 23 begins to consult with me such as the purchasing of 24 property, I am now bound by the rules and there's a 25 relationship -- there's privileged communications and</p>
<p style="text-align: right;">75</p> <p>1 costs as I do in many cases. 2 Q My next question is -- can we go to Exhibit 4, 3 and I'll tell you what it is since you don't have exhibit 4 numbers. 5 A Bates stamp on it by chance? 6 Q It's not a Bates stamp. It was right after the 7 last representation agreement, and what it is is Winder 8 Defendants' Opposition to Plaintiffs' Motion to Compel 9 No. 2. It was filed on 10-6-2020. 10 A Okay. 11 Q Are you there? 12 A Yes. 13 Q So are you familiar with this Exhibit 4? 14 A I haven't reviewed it, but -- I haven't 15 reviewed it recently. Did I review it prior to it being 16 filed? I believe so, but you know, my attorney 17 Mr. Weinstock actually was -- 18 Q Okay. So you had signed off on -- your 19 E-signature is here on the bottom of the page after the 20 Conclusion. So are you the one who actually drafted this 21 opposition or did Mr. Weinstock? 22 A It was probably a combination along with our 23 paralegals and law clerks. I know I didn't draft the 24 whole thing by myself, so it was probably a combination 25 of me and Mr. Weinstock along with the law clerks and</p>	<p style="text-align: right;">77</p> <p>1 there's a relationship that has been commenced. 2 Q And it mentions in here -- it said that was 3 made clear from the retainer agreements. So going back 4 to the retainer agreements, to Exhibit 2 and Exhibit 3, 5 the August 10th, 2017 agreement and the August 21st, 2017 6 agreement, tell me when you have those. 7 A Where is it stated that it is made clear from 8 the retainer agreement? I don't -- oh, "It is clear from 9 the retainer agreement that Mr. Winder's legal 10 representation began with his first involvement." 11 Q Right. So that's what I'm trying to figure 12 out. 13 So if you can go to those retainer agreements, 14 Exhibits 2 and 3 -- we can start with Exhibit 2 -- where 15 on Exhibit 2, the August 10th agreement, does it state 16 that the legal representation begins with the first 17 involvement? 18 MR. WEINSTOCK: I object. The document goes as 19 written. I mean obviously -- 20 MS. BARRAZA: So is that your objection, "document 21 speaks for itself"? 22 MR. WEINSTOCK: Yes. 23 MS. BARRAZA: Okay. 24 Q So you can answer the question. 25 A I mean to me, I gave him a fixed price for the</p>

<p style="text-align: right;">78</p> <p>1 legal representation; and I don't see in here where it 2 says the date that the representation starts, a separate 3 date in here, but I consider it starting from when we 4 began consultation. 5 Q So let's -- in Section I on Exhibit 2, 6 page D 0009, so where it says, "This agreement will not 7 affect, and attorney will have no obligation to provide 8 legal services, until client returns a signed copy of 9 this agreement and pays the deposit called for under 10 paragraph III," do you see that? 11 A Yes. All that is standard language in the -- 12 you can see this is a form, a template. So that's just 13 stated in all. 14 Q Okay. But what that actually says contradicts, 15 you know, the language in the Exhibit 4, 'cause I'm not 16 seeing where it's made clear that the legal 17 representation actually starts before the agreement is 18 signed. Does it say that anywhere? 19 A The legal obligation for me to provide services 20 does not start before it is signed. However, you have 21 discussions with clients. They still have -- there's an 22 attorney-client relationship and there's rules of 23 confidentiality, and privileged communications still 24 apply even prior to signing the agreement. The 25 obligation to do legal services -- I had no obligation to</p>	<p style="text-align: right;">80</p> <p>1 that he -- or appraiser -- that Mr. Brown wanted to 2 retain. 3 Q Have you or the law firm ever used Valuation 4 Consultants' services before? 5 A Best of my recollection, I don't recall. I 6 don't believe so. 7 Q Okay. And was -- and I think you mentioned 8 that Mr. Brown wanted to use Valuation Consultants. So 9 is that why Valuation Consultants was selected as the 10 appraiser in the -- with respect to the Decatur property? 11 A Mr. Brown did the selection. I had nothing to 12 do with who was chosen. So Mr. Brown chose an appraiser. 13 Q Now, if we can go to Exh bit 5, which is -- it 14 should be after what we were looking at with Exhibit 4, 15 so it's after that opposition to the motion to compel. 16 A Okay. 17 MR. WEINSTOCK: Is that the one that says at the 18 bottom "Exhibit 1" and then there's a check following? 19 MS. BARRAZA: That's correct. So it starts with 20 Bates No. ATKINSON 32. 21 Q So tell me when you're there. 22 MR. WEINSTOCK: Is that the one that's titled 23 "Affidavit of Keith Harper" at the top? 24 MS. BARRAZA: That's correct. Are you guys there? 25 MR. WEINSTOCK: Well, I am.</p>
<p style="text-align: right;">79</p> <p>1 provide legal services until this was signed. 2 Q So is it your position that the retainer 3 agreements were retroactive? 4 A I don't call them retroactive. They give a 5 date that my obligation -- they're one source of giving a 6 date that my obligation to provide services began. One 7 may be providing services prior to that. 8 Q We went over the services you provided prior to 9 that. You said you gave him general advice. Now, did 10 you do -- what else did you do prior to him signing off 11 on this agreement, this August 10th agreement? 12 A Other than consulting with him on this and 13 other transactions, I would have to refresh my 14 recollection by looking at the file notes; but I believe 15 mostly it was the consultations and the short visit to 16 the property, just continuing legal advice that he would 17 consult with me about. 18 Q Now, do you know who Keith Harper is? 19 A Sorry? 20 Q Do you know who Keith Harper is? 21 A I don't recall who that would be. 22 Q Are you aware of Valuation Consultants? 23 A Yes, I've heard of them. 24 Q What is Valuation Consultants? 25 A And I believe that was an appraisal company</p>	<p style="text-align: right;">81</p> <p>1 THE WITNESS: Not quite, but I'm getting there. 2 Okay. All right, 32, the Affidavit. 3 MS. BARRAZA: Okay. 4 Q So I want you to turn to -- actually turn to 5 page 34, so the next couple pages after that. Tell me 6 whenever you're there. 7 A I'm there. 8 Q So what is on page 34 of Exhibit 5? 9 A It's a check written to Valuation Consultants 10 from the law firm, signed by me, and it says "for 11 appraisal of 2315 Decatur." 12 Q Okay. And so just to clarify, when you say 13 "from the law firm," would this have been coming from the 14 law firm's IOLTA account? 15 A No, the general account. 16 Q General account, okay. And what bank is that 17 with? 18 A Wells Fargo. 19 Q And why was the law firm issuing a check to 20 Valuation Consultants? 21 A I think I indicated earlier I had provided what 22 I believe -- I provided a cost. There needed to be an 23 appraisal, and so I had agreed to pay the cost. 24 Q How did you -- so obviously since this is your 25 handwriting, you wrote out this check; correct?</p>

<p style="text-align: right;">82</p> <p>1 A Yes, I personally wrote it out.</p> <p>2 Q How did you get it to Valuation Consultants?</p> <p>3 Did you mail it? Did you stop by and drop it off? How</p> <p>4 did it get to Valuation Consultants?</p> <p>5 A To the best of my recollection, I would have</p> <p>6 given it to Mr. Brown and I think Mr. Brown delivered it.</p> <p>7 Q Okay. So you personally did not have any</p> <p>8 interactions with anyone from Valuation Consultants; is</p> <p>9 that correct?</p> <p>10 A That's correct.</p> <p>11 Q Did anybody from your law firm have any kind of</p> <p>12 interactions with anyone from Valuation Consultants?</p> <p>13 A No, I don't believe so. There would have been</p> <p>14 no reason for anyone to do that.</p> <p>15 Q Did anybody from the law firm ever try</p> <p>16 contacting Valuation Consultants?</p> <p>17 A Not to my knowledge.</p> <p>18 Q And so it says -- I think in the memo line it</p> <p>19 says "appraisal." So was this check paying for an</p> <p>20 appraisal?</p> <p>21 A Correct.</p> <p>22 Q Okay. And why wasn't Charles Brown paying for</p> <p>23 this?</p> <p>24 A He had asked me -- it was part of our agreement</p> <p>25 that I would go ahead and prepay those costs, as I've</p>	<p style="text-align: right;">84</p> <p>1 Decatur property?</p> <p>2 A Correct.</p> <p>3 Q Okay. Now, are you personally aware of whether</p> <p>4 Charles Brown is well off financially?</p> <p>5 A No.</p> <p>6 Q And your family has known him for 20 years.</p> <p>7 Have you ever heard of him ever being well off</p> <p>8 financially?</p> <p>9 A No. I know nothing about his personal</p> <p>10 finances.</p> <p>11 Q Okay. So if we can go to Exhibit 27 that we</p> <p>12 looked at earlier, that's the Responses to</p> <p>13 Interrogatories. Tell me whenever you're there. It's</p> <p>14 near the end.</p> <p>15 A Okay. So -- okay, I'm there.</p> <p>16 Q All right. So if we can go to interrogatory</p> <p>17 No. 15, it's the seventh page even though they aren't</p> <p>18 numbered. Tell me when you're there.</p> <p>19 A Interrogatory No. 15?</p> <p>20 Q Are you there?</p> <p>21 A Yes, ma'am.</p> <p>22 Q So this response to interrogatory 15 says,</p> <p>23 "Defendants made no loans to Mr. Brown."</p> <p>24 So that corresponds to what you testified</p> <p>25 earlier, right, how you don't consider the check to</p>
<p style="text-align: right;">83</p> <p>1 done in many cases.</p> <p>2 Q And was that as a loan?</p> <p>3 A I view it as that it was me prepaying costs as</p> <p>4 I pay costs in lots of cases.</p> <p>5 Q Okay. So did you and Mr. Brown sign any other</p> <p>6 additional agreement as to his obligation to pay back</p> <p>7 that cost?</p> <p>8 A No, not that I -- not to my recollection.</p> <p>9 Q And was it your understanding that Mr. Brown</p> <p>10 would have to pay back those costs in addition to</p> <p>11 interest or just pay the costs back?</p> <p>12 A Just pay the costs back pursuant to the</p> <p>13 agreement where -- part of the retainer agreement.</p> <p>14 Q But where in the retainer agreement does it</p> <p>15 talk about costs?</p> <p>16 A Okay. So first of all in paragraph -- in</p> <p>17 Section III it discusses costs.</p> <p>18 Q So going back to Exhibit 2, page D 0009,</p> <p>19 Section III, it looks like it says that the sums that are</p> <p>20 actually paid on retainer, if any, will be used to pay</p> <p>21 any costs. So was it the law firm's understanding that</p> <p>22 the costs would also be paid out of the \$8,000 fee that</p> <p>23 Charles Brown owed to your law firm?</p> <p>24 A Yes.</p> <p>25 Q And that would be coming from escrow of the</p>	<p style="text-align: right;">85</p> <p>1 Valuation Consultants to be a loan?</p> <p>2 A Yes.</p> <p>3 Q Okay. Now if we can go to Exhibit 6, so</p> <p>4 that's after the -- after the check on Exhibit 5 is</p> <p>5 Exhibit 6.</p> <p>6 MR. WEINSTOCK: Again, just to make sure we're</p> <p>7 clear, that's Plaintiff's Opposition to Defendants'</p> <p>8 Motion to Amend?</p> <p>9 MS. BARRAZA: That's correct.</p> <p>10 Q Are you there, Mr. Winder?</p> <p>11 A No, I'm not yet. So Exhibit 6, which is after</p> <p>12 Exhibit 5.</p> <p>13 MR. WEINSTOCK: Right after the check.</p> <p>14 THE WITNESS: After the check?</p> <p>15 BY MS. BARRAZA:</p> <p>16 Q Are you there?</p> <p>17 A Yes.</p> <p>18 Q Okay. So I'll represent this is an opposition</p> <p>19 brief that was filed in the first litigation with the</p> <p>20 Charles Brown versus the Atkinsons. You can see on</p> <p>21 page 4 you did E-sign this brief. So is it your</p> <p>22 testimony, consistent with your prior testimony, that you</p> <p>23 definitely reviewed this document prior to it being</p> <p>24 filed?</p> <p>25 A Yes, I would have reviewed it prior to it being</p>

<p style="text-align: right;">86</p> <p>1 filed.</p> <p>2 Q Okay. And is it your testimony that this</p> <p>3 document accurately reflects the law firm's position?</p> <p>4 A I mean I haven't reviewed this -- it reflected</p> <p>5 the position at the time.</p> <p>6 Q So if we can go to page 3, line 4, so I'll read</p> <p>7 into the record what that says. It says -- and again I'm</p> <p>8 on page 3 of Exhibit 6. It says, "Dan Winder is the</p> <p>9 attorney for the plaintiff in this matter and has no</p> <p>10 interest in the property. He did lend the money to the</p> <p>11 plaintiff for the appraisal. However, that did not make</p> <p>12 him or his firm liable for any of the acts or defalcation</p> <p>13 of the plaintiff, much less give him an interest in the</p> <p>14 property." Do you see that?</p> <p>15 A Yes, I see that's there.</p> <p>16 Q Okay. So in Exhibit 6 you are categorizing it</p> <p>17 as a loan; is that correct?</p> <p>18 A I think this is a misstatement here.</p> <p>19 Q Okay. You think this is a false statement?</p> <p>20 A Misstatement. It was trying to make clear that</p> <p>21 I have no interest in the property, but it should have</p> <p>22 just said we fronted the cost, that we did front the</p> <p>23 cost, but --</p> <p>24 Q All right. And did the law firm ever get paid</p> <p>25 back for fronting that cost, the specific cost of</p>	<p style="text-align: right;">88</p> <p>1 Q What did you say? I missed it.</p> <p>2 A I said I thought we provided that to you, my</p> <p>3 recollection, but I don't remember the name of the</p> <p>4 company offhand.</p> <p>5 Q Was it an escrow company?</p> <p>6 A To the best of my recollection, yes.</p> <p>7 Q Aside from what you're saying, the check to</p> <p>8 Valuation Consultants and the check to an escrow company,</p> <p>9 has the law firm ever fronted any other costs for Charles</p> <p>10 Brown?</p> <p>11 A Not that I recall offhand.</p> <p>12 Q What has the law firm done to try to get its</p> <p>13 money back basically for the costs it fronted?</p> <p>14 A I, you know, had made efforts to contact him to</p> <p>15 try to get those funds back and actually was told on</p> <p>16 several occasions that the funds would be brought in, but</p> <p>17 I now have not spoken to him, as I said, in I think more</p> <p>18 than a year.</p> <p>19 Q So the efforts that you've made to try to get</p> <p>20 that money back has consisted of just contacting</p> <p>21 Mr. Brown and asking him to pay you?</p> <p>22 A Correct.</p> <p>23 Q Have you done any kind of letters?</p> <p>24 A I would have to check the file.</p> <p>25 Q Okay. So were you also planning on fronting</p>
<p style="text-align: right;">87</p> <p>1 the \$1,000 check to Valuation Consultants?</p> <p>2 A No.</p> <p>3 Q Has the law firm ever loaned any other money to</p> <p>4 Charles Brown?</p> <p>5 MR. WEINSTOCK: Objection to the characterization of</p> <p>6 loan. As the witness has stated, he did not loan it. He</p> <p>7 advanced costs. He may have advanced costs in other</p> <p>8 areas.</p> <p>9 MS. BARRAZA: Okay.</p> <p>10 Q So had the law firm ever advanced any other</p> <p>11 costs to Charles Brown?</p> <p>12 A I believe we did the escrow fees. I think we</p> <p>13 advanced that.</p> <p>14 Q Okay. You believe you advanced an escrow fee?</p> <p>15 A Correct, money that was supposed to be used for</p> <p>16 escrow.</p> <p>17 Q Okay. So that was supposed to be used to open</p> <p>18 up -- when you say "to be used for escrow," what does</p> <p>19 that mean?</p> <p>20 A To open an escrow.</p> <p>21 Q To open an escrow, okay.</p> <p>22 Who did you issue a check to for that?</p> <p>23 A I don't recall offhand.</p> <p>24 Q Did you issue a check --</p> <p>25 A I believe we would have provided that to you.</p>	<p style="text-align: right;">89</p> <p>1 the costs for the purchase of the property?</p> <p>2 A No.</p> <p>3 Q Now, if you had to front the costs for an</p> <p>4 appraisal and you had to front the costs for an escrow,</p> <p>5 what -- how did you understand that Charles Brown would</p> <p>6 be able to pay for the actual cost of the property?</p> <p>7 A Well --</p> <p>8 MR. WEINSTOCK: Again I think we're getting into</p> <p>9 attorney-client privilege.</p> <p>10 BY MS. BARRAZA:</p> <p>11 Q I'm not asking about any communications you had</p> <p>12 with Charles Brown. I'm asking what understanding did</p> <p>13 you have that he'd be able to pay if he's not paying for</p> <p>14 an appraisal and he's not paying for an escrow, as you</p> <p>15 said?</p> <p>16 A Well, and that gets into communication with him</p> <p>17 as to how he planned to pay for the property and</p> <p>18 refinance the property.</p> <p>19 Q So it was your understanding that you would be</p> <p>20 able to get paid somehow after Charles Brown came up with</p> <p>21 all the money for the purchase of the property and then</p> <p>22 refinanced it? Is that your understanding?</p> <p>23 A Yes. As it says, I think in the bottom of the</p> <p>24 retainer agreement, that it was going to be after the</p> <p>25 refinancing of the property.</p>

<p style="text-align: right;">90</p> <p>1 Q Okay. Which refinance -- I mean, sorry --</p> <p>2 which agreement are you talking about?</p> <p>3 A I think it says it in the bottom of the</p> <p>4 August 21st.</p> <p>5 Q That's Exh bit 3, which is the second one</p> <p>6 that's referring to the purchase of the Auburn property.</p> <p>7 So you're saying that it was to be paid at time</p> <p>8 of refinancing. So my question is how were you going to</p> <p>9 be paid from refinancing if Charles Brown doesn't have</p> <p>10 the money to purchase the property to begin with?</p> <p>11 A Well, you know, I can't get into privileged</p> <p>12 communications with Charles Brown as to exactly what he</p> <p>13 was going to do. However, in a real estate transaction</p> <p>14 in general, one can have -- purchase a piece of property</p> <p>15 and you believe it's worth more money than you're paying</p> <p>16 for it of course, especially if you're going to convert</p> <p>17 the property for a different use; and therefore you may</p> <p>18 have hard-money lenders or investors or various kinds of</p> <p>19 ways that you can refinance that property after purchase.</p> <p>20 So I'm not able to tell you exactly what Mr. Brown was</p> <p>21 going to do, but transactions do go in that fashion all</p> <p>22 the time.</p> <p>23 Q Okay. So I want to get back to -- I want to</p> <p>24 get back to the exhibits. We were looking at -- we were</p> <p>25 looking at that check to Valuation Consultants. So did</p>	<p style="text-align: right;">92</p> <p>1 looking at.</p> <p>2 MR. WEINSTOCK: Just so I'm sure, this is the one</p> <p>3 that says "Valuation Consultants" on top?</p> <p>4 THE WITNESS: Dated August 14th?</p> <p>5 MS. BARRAZA: What Bates stamp are you looking at?</p> <p>6 MR. WEINSTOCK: It doesn't have a Bates stamp.</p> <p>7 MS. BARRAZA: So the Bates stamp we're looking at,</p> <p>8 they start at ATKINSON 35. That's where the Bates stamps</p> <p>9 would start.</p> <p>10 MR. WEINSTOCK: Okay, I see that one.</p> <p>11 MS. BARRAZA: Okay.</p> <p>12 Q So where I actually want to go is Bates stamp</p> <p>13 ATKINSON 42 within Exhibit 7. So tell me whenever you're</p> <p>14 there.</p> <p>15 A I'm there.</p> <p>16 Q And have you ever reviewed this? This is a</p> <p>17 letter. Have you ever reviewed this letter before?</p> <p>18 A I've seen the letter.</p> <p>19 Q Okay. Now, is it your understanding that what</p> <p>20 this is on ATKINSON 42 is a letter from Valuation</p> <p>21 Consultants, from Keith Harper of Valuation Consultants,</p> <p>22 describing his version of the events that took place</p> <p>23 regarding Charles Brown contacting him to conduct an</p> <p>24 appraisal of the Decatur property?</p> <p>25 A Yes.</p>
<p style="text-align: right;">91</p> <p>1 that \$1,000 payment actually pay for an appraisal, or</p> <p>2 what was it paying for?</p> <p>3 A That was a -- as it says in the memo of the --</p> <p>4 it was to pay part of the appraisal. I believe it wasn't</p> <p>5 the full payment. It was the down payment to get the</p> <p>6 appraisal.</p> <p>7 Q What was the full payment amount?</p> <p>8 A I don't recall. I think -- I think that might</p> <p>9 have been half. I think it might have been \$2,000 or</p> <p>10 might have -- but that was the amount that I was told was</p> <p>11 requested by the appraiser to -- as a down payment to get</p> <p>12 started to do the appraisal.</p> <p>13 Q Now, did you or Charles Brown or did anybody</p> <p>14 else ever pay that second half of what was due to the</p> <p>15 appraiser?</p> <p>16 A I did not. I don't know what Mr. Brown did.</p> <p>17 Q Okay. And did Charles Brown ever receive any</p> <p>18 kind of appraisal of the property?</p> <p>19 A Well, we -- there was a document received that</p> <p>20 I understand now it's your position that that's not an</p> <p>21 appraisal, but it indicated that these were the</p> <p>22 valuations that would be put in the final appraisal, kind</p> <p>23 of a preliminary. So --</p> <p>24 Q Let's go to Exhibit 7. That's after the</p> <p>25 Opposition to the Motion to Amend and Disqualify you were</p>	<p style="text-align: right;">93</p> <p>1 Q Okay. Now, if you go to page 43, the second</p> <p>2 paragraph where it starts "Mr. Brown called me again," do</p> <p>3 you see that?</p> <p>4 A Sorry. Page 43, and what was the question?</p> <p>5 Q I'm talking about, do you see the second</p> <p>6 paragraph, the third -- sorry -- the third sentence that</p> <p>7 starts, "He said he would get me a check"?</p> <p>8 A Yes. It says, "He said he would get me a</p> <p>9 check, and you will see that a \$1,000 check made payable</p> <p>10 to Valuation Consultants" -- okay. I see the paragraph</p> <p>11 or sentence you're talking about.</p> <p>12 Q Okay. And so that sentence is stating that</p> <p>13 there was a \$1,000 check provided to Valuation</p> <p>14 Consultants issued on the account of law office of Dan M.</p> <p>15 Winder, PC and that was dropped off at Valuation</p> <p>16 Consultants. Is it your understanding that that's the</p> <p>17 same check that we looked at earlier?</p> <p>18 A Well, that would have been the only check, and</p> <p>19 I think he just made a typographical error where he put</p> <p>20 April 7th rather than August 7th.</p> <p>21 Q Okay.</p> <p>22 A Let's go back and look at the check because --</p> <p>23 yeah, my check is dated August 7th. He says in his</p> <p>24 letter it's April 7th.</p> <p>25 Q Okay. And if you look on that same page,</p>

94

1 ATKINSON 43, do you see how it states that, "I proceeded
 2 to complete the preliminary letter that is dated
 3 August 14th, 2017. I emailed it to Mr. Brown on
 4 August 14, 2017. I never heard from Mr. Brown again and
 5 never completed the appraisal"? Do you see that?
6 A That's what it says, yes.
 7 Q Do you have any reason to dispute that, that
 8 Valuation Consultants never heard from Mr. Brown again?
9 A I have no reason to dispute that.
 10 Q Okay. Now, do you see the next paragraph on
 11 page 43 it says, "This document should not be used in any
 12 legal matter. In fact it is clearly stated that this is
 13 not an appraisal"? Do you see that?
14 A I see that that's written there.
 15 Q So I want to go to the actual -- can you go to
 16 ATKINSON 58. Just tell me whenever you're there.
17 A I'm there.
 18 Q So is that a true and accurate copy of the --
 19 what you got basically after you paid that \$1,000 to
 20 Valuation Consultants, what resulted from it?
21 A I believe so, yeah.
 22 Q Okay. And do you see --
23 A I mean this was -- this didn't come to me. It
24 was sent to Mr. Brown, who then brought it to me.
 25 Q And then it was disclosed in Mr. Brown's

95

1 disclosure in his litigation against the Atkinsons; is
 2 that correct?
3 A That's correct.
 4 Q Okay. And then do you see on the second
 5 paragraph where it says, "Please note this is not an
 6 appraisal that conforms to the Uniform Standards of
 7 Professional Appraisal Practice"? Do you see that?
8 A I do see that.
 9 Q All right. Now, despite that language, did you
 10 still represent that document as an appraisal in the
 11 litigation between Charles Brown and the Atkinsons?
12 A Well, it says in the "regarding" section, "a
13 letter reporting final values for the appraisal of the
14 property located at 2315 North Decatur Boulevard," and it
15 also says that "The purpose of this preliminary letter is
16 to provide the final opinions of value that will be in
17 the final appraisal." So this letter indicates that the
18 values will be in the final appraisal.
 19 Q So when did you actually get this letter from
 20 Charles Brown? You said it went to Charles Brown first
 21 and then you got it.
22 A Well, he indicates in his previous letter, the
23 other letter, that he emailed it to Charles Brown, so --
 24 Q My question is when did you get it.
25 A I don't recall the exact date. Of course it

96

1 was in August of 2017.
 2 Q Now, do you see the very first sentence, how it
 3 says, "As you are aware, I am in the process of
 4 completing an appraisal of the above-referenced property.
 5 The purpose of this preliminary letter is to provide the
 6 opinions of value that will be in the final appraisal"?
 7 Do you see that?
 8 MR. WEINSTOCK: I object. You missed out a word.
 9 It says, "to provide the final opinion."
 10 MS. BARRAZA: Yes, I said that word.
 11 Q So do you see that language?
12 A Sure.
 13 Q So do you have any reason to dispute that what
 14 this letter is is a preliminary letter and it includes
 15 information that will be in the final appraisal?
16 A I don't dispute that this letter has the final
17 opinions of value that will be in the final appraisal.
18 It has the final opinions of value, which is to me what
19 an appraisal is.
 20 Q Despite the fact that this specifically says
 21 it's a preliminary letter, is it your testimony today
 22 that this is actually an appraisal?
 23 MR. WEINSTOCK: Objection; asked and answered and
 24 argumentative.
 25 ///

97

1 BY MS. BARRAZA:
 2 Q You can answer.
3 A I believe this letter, as it states, it gives
4 the final opinion of value that will be in the final
5 appraisal.
 6 Q Okay. So do you agree with me this letter is
 7 not an appraisal?
 8 MR. WEINSTOCK: Objection; asked and answered and
 9 argumentative and calls for a legal opinion.
 10 BY MS. BARRAZA:
 11 Q So in your opinion, do you agree with me this
 12 letter is not an appraisal?
 13 MR. WEINSTOCK: Same objection. He can answer his
 14 opinion.
15 THE WITNESS: In my opinion, it gives the final
16 opinion of value that will be used in the final
17 appraisal.
 18 BY MS. BARRAZA:
 19 Q What you just said, it's the final opinion of
 20 value, so that means it's not an appraisal?
 21 MR. WEINSTOCK: Objection; argumentative, calls for
 22 a legal opinion.
 23 MS. BARRAZA: What I want is an answer to my "yes"
 24 or "no" question.
 25 Q Is it your opinion that this letter is an

<p style="text-align: right;">98</p> <p>1 appraisal or not?</p> <p>2 A This letter, as it states here, is the final</p> <p>3 opinion of value that will be in the final appraisal.</p> <p>4 Appraisals are valuing property. So you shouldn't issue</p> <p>5 this unless you are doing what it says here: You're</p> <p>6 giving a final opinion of value that will be in the final</p> <p>7 appraisal. It appraises -- these are the values</p> <p>8 appraising the property, this final opinion.</p> <p>9 Q Do you consider a final opinion to be the same</p> <p>10 as an appraisal?</p> <p>11 MR. WEINSTOCK: Objection; calls for a legal</p> <p>12 opinion.</p> <p>13 BY MS. BARRAZA:</p> <p>14 Q You can answer.</p> <p>15 A As I've already stated, I consider this to be</p> <p>16 what the letter says. It is the final opinion of value</p> <p>17 that will be in the final appraisal, and so it gives the</p> <p>18 appraised value. That's what it says.</p> <p>19 Q So it says it includes the final opinions of</p> <p>20 value that will be in the final appraisal. So do you</p> <p>21 agree that, pursuant to the plain language on here, this</p> <p>22 letter is not a final appraisal?</p> <p>23 MR. WEINSTOCK: Objection; asked and answered, calls</p> <p>24 for a legal opinion, argumentative. He has answered that</p> <p>25 question four times now.</p>	<p style="text-align: right;">100</p> <p>1 going to keep doing it until we actually get an answer to</p> <p>2 my question --</p> <p>3 A Okay.</p> <p>4 Q So the question I'm asking is, do you consider</p> <p>5 a final opinion of value to be the equivalent of a final</p> <p>6 appraisal?</p> <p>7 MR. WEINSTOCK: Objection; asked and answered, calls</p> <p>8 for a legal opinion. It has been answered five times</p> <p>9 now. It's not going to change and you cannot force him</p> <p>10 to give a "yes" or "no" answer.</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q You can answer the question.</p> <p>13 A This letter states, "The purpose of this</p> <p>14 preliminary letter is to provide the final opinion of</p> <p>15 value that will be in the final appraisal." That's what</p> <p>16 I believe this is. It gives a value that will be in the</p> <p>17 final appraisal.</p> <p>18 Q Let me ask you this: Do you see the next</p> <p>19 sentence that says, "Please note this is not an</p> <p>20 appraisal"? Do you agree or do you disagree with that</p> <p>21 sentence?</p> <p>22 A This document says that this is not an</p> <p>23 appraisal that conforms with the Uniform Standards of</p> <p>24 Professional Appraisal Practice. It is only reporting</p> <p>25 the final value that will be in the final report that is</p>
<p style="text-align: right;">99</p> <p>1 BY MS. BARRAZA:</p> <p>2 Q You can answer. I still haven't gotten an</p> <p>3 answer, so you can go ahead and answer.</p> <p>4 A It gives the final opinion of value that will</p> <p>5 be in the final appraisal.</p> <p>6 Q So my question is, do you consider a final</p> <p>7 opinion of value to be -- apologies. I accidentally</p> <p>8 muted myself. Let me start my question again.</p> <p>9 My question is, do you consider a final opinion</p> <p>10 of value to be the equivalent of a final appraisal?</p> <p>11 That's my question.</p> <p>12 MR. WEINSTOCK: Objection; asked and answered, calls</p> <p>13 for a legal opinion. It's been answered four times.</p> <p>14 BY MS. BARRAZA:</p> <p>15 Q "Yes" or "no" to my question?</p> <p>16 A I just believe what it states here, that this</p> <p>17 is a final opinion of the value that will be in the final</p> <p>18 appraisal. So it gives the value -- it gives the value</p> <p>19 of the property that will be in the final appraisal.</p> <p>20 That's what --</p> <p>21 Q Okay. So that's a "yes" then?</p> <p>22 A It gives the value of the property, which is</p> <p>23 what appraisals are.</p> <p>24 Q So I'm not asking you that question. So the</p> <p>25 reason I have to keep repeating the question, and I'm</p>	<p style="text-align: right;">101</p> <p>1 in the process of being completed and will be completed</p> <p>2 within the next few days. That's what it says here, the</p> <p>3 final -- it gives the final values that will be in the</p> <p>4 final report that will be completed in the next few days.</p> <p>5 Q So all you're doing is repeating what it says</p> <p>6 and you're not actually answering the question. My</p> <p>7 question is, do you agree that this is not a final --</p> <p>8 that this is not an appraisal pursuant to the plain</p> <p>9 language of this letter, which says it's not an</p> <p>10 appraisal?</p> <p>11 MR. WEINSTOCK: Objection; it does not say it is not</p> <p>12 an appraisal. It says it is not an appraisal that</p> <p>13 conforms with the Uniform Standards of Professional</p> <p>14 Appraisal Practice. However, it does go on to state that</p> <p>15 it has the same information, which you're trying to get</p> <p>16 him to define, as a legal matter, what is to be</p> <p>17 considered an appraisal, and that probably is outside the</p> <p>18 scope of his expertise and that is a matter perhaps for a</p> <p>19 Court to decide.</p> <p>20 MS. BARRAZA: Okay. Let me ask this:</p> <p>21 Q In the briefing that you wrote that you filed</p> <p>22 in the Brown litigation against the Atkinsons, whenever</p> <p>23 you produced a copy of the appraisal to the Court, did</p> <p>24 you clarify to the Court that this was the final opinions</p> <p>25 of value that will be in the final appraisal? Did you</p>

<p style="text-align: right;">102</p> <p>1 use that language?</p> <p>2 MR. WEINSTOCK: Objection; relevance.</p> <p>3 BY MS. BARRAZA:</p> <p>4 Q You can answer.</p> <p>5 A The document speaks for itself.</p> <p>6 Q So let's go to the document. Let's go to</p> <p>7 Exhibit 6, which is the opposition to amend to</p> <p>8 disqualify. Tell me whenever you're there.</p> <p>9 MR. WEINSTOCK: You're going the wrong way.</p> <p>10 THE WITNESS: Plaintiff's Opposition to Defendants'</p> <p>11 Motion to Amend and Disqualify?</p> <p>12 MS. BARRAZA: Right.</p> <p>13 Q So if you can go to page 2, and you'll see</p> <p>14 line 14. Do you see how it says, "A copy of the</p> <p>15 appraisal is attached to this opposition as Exhibit 1"?</p> <p>16 And then if you want to go to Exh bit 1 of the document,</p> <p>17 you'll see it's that same August 14th, 2017 letter.</p> <p>18 So my question is, why did you categorize this</p> <p>19 as an appraisal instead of including all of the language</p> <p>20 which really states that it's the final opinions of value</p> <p>21 that will be in the final appraisal? Why didn't you</p> <p>22 include all that other language?</p> <p>23 MR. WEINSTOCK: Objection; relevance.</p> <p>24 BY MS. BARRAZA:</p> <p>25 Q You can answer.</p>	<p style="text-align: right;">104</p> <p>1 Court to review.</p> <p>2 Q So what is your understanding about what your</p> <p>3 Rule 11 obligations are whenever you're submitting</p> <p>4 documents to the Court?</p> <p>5 MR. WEINSTOCK: Objection; I think we're getting way</p> <p>6 outside the scope of this litigation. This is not a</p> <p>7 malpractice action against Mr. Winder or his law firm.</p> <p>8 If you're alleging there was some type of malpractice,</p> <p>9 you may want to amend your pleadings, but this is not a</p> <p>10 malpractice action.</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q So what is your understanding -- I'll ask the</p> <p>13 question again. What is your understanding of what your</p> <p>14 actual requirements are under Rule 11 whenever you're</p> <p>15 submitting documents to the Court?</p> <p>16 MR. WEINSTOCK: Objection as to relevance.</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q You can answer.</p> <p>19 A You submit the documents to the Court, a true</p> <p>20 and accurate copy of the documents.</p> <p>21 Q Do you understand that under Rule 11 you're</p> <p>22 required to perform a reasonable inquiry as to the</p> <p>23 documents before you submit them?</p> <p>24 MR. WEINSTOCK: Objection; calls for a legal</p> <p>25 conclusion. You don't have any foundation for that. I</p>
<p style="text-align: right;">103</p> <p>1 A I submitted the document itself for the Court</p> <p>2 to review, and the Court --</p> <p>3 Q You wanted the Court to do the work of figuring</p> <p>4 out if it was an appraisal or not?</p> <p>5 MR. WEINSTOCK: Objection; mischaracterization of</p> <p>6 testimony. Nobody said he wanted the Court to do any</p> <p>7 work.</p> <p>8 BY MS. BARRAZA:</p> <p>9 Q So my question --</p> <p>10 A I -- go ahead.</p> <p>11 Q My question is, do you consider -- do you</p> <p>12 consider that to be a misrepresentation to the Court by</p> <p>13 not including language clarifying that actually it's not</p> <p>14 an appraisal that conforms to the Uniform Standards of</p> <p>15 Professional Appraisal Practice, and actually it only</p> <p>16 includes the final opinions of value that will be in the</p> <p>17 final appraisal?</p> <p>18 A I don't consider that a misrepresentation</p> <p>19 because of what you just said. An appraisal gives the</p> <p>20 value of property and this document gave the final values</p> <p>21 of the property, and the Court made its ruling.</p> <p>22 Q Do you believe that you abided by all of your</p> <p>23 Rule 11 obligations in representing that you were</p> <p>24 attaching an appraisal to that opposition?</p> <p>25 A Yes, because I attached the document for the</p>	<p style="text-align: right;">105</p> <p>1 don't know what date of Rule 11 you are referring to.</p> <p>2 BY MS. BARRAZA:</p> <p>3 Q You can answer the question.</p> <p>4 MR. WEINSTOCK: I think you're trying to confuse him</p> <p>5 and you're trying to get him to misrepresent himself; and</p> <p>6 at this time, unless he wants to answer, I would advise</p> <p>7 him not to answer the question as asked.</p> <p>8 MS. BARRAZA: Okay. So you're advising him not to</p> <p>9 answer that question? Okay, cool.</p> <p>10 Q So let's go back to the preliminary letter that</p> <p>11 we were looking at and that's Exhibit 7. Tell me</p> <p>12 whenever you're there.</p> <p>13 A This is the Bates stamp 58?</p> <p>14 Q That's correct. I want to look at Bates stamp</p> <p>15 51. Tell me whenever you're there.</p> <p>16 A Okay.</p> <p>17 Q So does that refresh your recollection and</p> <p>18 correspond with your earlier testimony that the total fee</p> <p>19 for the appraisal was \$2,000 and \$1,000 would be the</p> <p>20 50 percent payment?</p> <p>21 A Yes.</p> <p>22 Q Okay. So what were you understanding that you</p> <p>23 would get if you paid the full \$2,000?</p> <p>24 A You would get the same valuation, as you</p> <p>25 stated, in a final document.</p>

106

1 Q In a final appraisal; right?

2 **A The final report.**

3 Q Final appraisal?

4 MR. WEINSTOCK: Objection; he answered the question.

5 You can't keep trying to get him to phrase it the way you

6 want it phrased.

7 BY MS. BARRAZA:

8 Q Well, my question is, do you think a report is

9 different than an appraisal? That's what I'm trying to

10 figure out.

11 **A This report gave the final appraised value, as**

12 **he states there.**

13 Q So if you had paid the full \$2,000, would you

14 have gotten a final appraisal?

15 MR. WEINSTOCK: Objection; calls for speculation.

16 BY MS. BARRAZA:

17 Q You can answer.

18 **A I'm assuming we would have gotten a document**

19 **that says the same final values as he states already. So**

20 **clearly he was just looking for the additional thousand**

21 **dollars and then the same value would have been given,**

22 **the appraised value.**

23 Q What would be the purpose of him providing a

24 second report if it just says the same exact thing as the

25 first report?

107

1 MR. WEINSTOCK: Objection; calls for speculation.

2 You can answer, same thing.

3 **THE WITNESS: I don't know.**

4 BY MS. BARRAZA:

5 Q So my question is -- if we can go to

6 ATKINSON 59. Tell me whenever you're there.

7 **A I'm there.**

8 Q Do you see how it says on that page, "The

9 prospective market-value opinion is based on the

10 following extraordinary assumption"?

11 **A Yes.**

12 Q That assumption involves a Letter of Intent

13 from BTO Unlimited stating they will lease the subject

14 property for five years at a rental rate of 4200 per

15 month. Do you see that?

16 **A Yes.**

17 Q So did you ever see such a Letter of Intent?

18 **A I don't recall whether I did or not.**

19 Q Do you recall disclosing a Letter of Intent in

20 the Browns -- in Charles Brown's litigation against the

21 Atkinsons?

22 **A I don't recall whether we disclosed it. I**

23 **don't recall whether I ever received it. If we did, I**

24 **would have disclosed it.**

25 Q Now, going back to that check to Valuation

108

1 Consultants that your law firm issued, why wasn't that

2 check included in Charles Brown's disclosures in the

3 matter against the Atkinsons?

4 MR. WEINSTOCK: Objection; assuming facts not in

5 evidence.

6 **THE WITNESS: I haven't reviewed all the disclosures**

7 **in that "Brown versus Atkinson" case, so I don't know**

8 **whether it was disclosed or not.**

9 BY MS. BARRAZA:

10 Q I will represent to you it was not disclosed by

11 Charles Brown; and what we're trying to figure out is,

12 were you trying to keep it a secret from the Atkinsons

13 that your law firm had paid for that Valuation

14 Consultants?

15 **A I don't see what difference it makes. It's**

16 **fronting costs. I don't keep -- there's no secret in me**

17 **fronting costs. I front costs in lots of cases.**

18 Q So is there any particular reason why you

19 didn't voluntarily disclose it?

20 MR. WEINSTOCK: Objection; assumes facts not in

21 evidence, asked and answered.

22 BY MS. BARRAZA:

23 Q You can answer.

24 **A I don't recall what was disclosed. There**

25 **was -- if it was not disclosed, there's no nefarious**

109

1 **reasons. It was a thousand dollars worth of costs. So**

2 **there's no reason to not make that known.**

3 Q So let's go to the other check. You talked

4 about another check that you said your law firm issued.

5 You said it was for an escrow, opening escrow. Do you

6 recall that?

7 MR. WEINSTOCK: Objection; that's a

8 mischaracterization of testimony. He said there may have

9 been.

10 MS. BARRAZA: Okay.

11 Q So why don't you go ahead and do the testifying

12 for me and why don't you tell me, what do you think the

13 other check was for?

14 MR. WEINSTOCK: Objection; assumes facts not in

15 evidence.

16 MS. BARRAZA: I'm asking the facts right now.

17 Q So go ahead and tell me.

18 **A I believe, my recollection is that we wrote a**

19 **check to open escrow.**

20 Q Okay. Now, do you have any recollection as to

21 who you made that check out to?

22 **A No. I write thousands of checks.**

23 Q Oh, you write thousands of checks? How often,

24 a day? A month? How often do you write thousands of

25 checks?

<p style="text-align: right;">110</p> <p>1 A A year.</p> <p>2 Q You write thousands of checks a year?</p> <p>3 A Correct.</p> <p>4 Q Okay. So let's go to Exhibit 8, which is --</p> <p>5 I'll give you the Bates stamp. So it starts at</p> <p>6 ATKINSON 298. Tell me whenever you're there.</p> <p>7 A Okay.</p> <p>8 Q So if we can actually go to a -- that's where</p> <p>9 the exhibit starts, so I want you to keep track of that</p> <p>10 page, but I do want to go to page ATKINSON 404.</p> <p>11 A Okay, 404.</p> <p>12 Q So is 404 a true and accurate copy of a check</p> <p>13 that the law firm issued to Financial Solutions & Real</p> <p>14 Estate Network?</p> <p>15 A Correct, for \$1,000 for the purpose of -- it</p> <p>16 says in the memo for escrow for 2315 North Decatur.</p> <p>17 Q And why was the law firm paying for this?</p> <p>18 A To open escrow.</p> <p>19 Q And why couldn't Charles Brown pay for this?</p> <p>20 MR. WEINSTOCK: Objection; calls for speculation,</p> <p>21 relevance.</p> <p>22 THE WITNESS: I don't recall why.</p> <p>23 BY MS. BARRAZA:</p> <p>24 Q So what is -- are you familiar with Financial</p> <p>25 Solutions & Real Estate Network Group?</p>	<p style="text-align: right;">112</p> <p>1 of entities that I didn't research exactly the</p> <p>2 information about them if it is -- it was supposed to be</p> <p>3 an escrow company. I've written checks to doctors or</p> <p>4 medical clinics. I haven't gone by and researched that</p> <p>5 clinic. So this was not out of the ordinary. It was a</p> <p>6 thousand dollar check.</p> <p>7 Q Okay. Now, you have no personal knowledge,</p> <p>8 correct, as you sit here today -- from your own research,</p> <p>9 you have no personal knowledge that Financial Solutions &</p> <p>10 Real Estate Network Group is actually an escrow company;</p> <p>11 is that correct?</p> <p>12 A I believe I did look into it afterwards, and</p> <p>13 one of the things they do do is escrow.</p> <p>14 Q When you say you looked into it afterwards,</p> <p>15 when did you look into it? Like I'm trying to figure out</p> <p>16 "afterwards." Afterwards after what?</p> <p>17 A After the check was written.</p> <p>18 Q So how long after the check was written?</p> <p>19 A I'm sure it was during the course of the -- or</p> <p>20 it was after the -- I think it might have been after the</p> <p>21 Brown/Atkinson litigation.</p> <p>22 Q Did you ever contact anybody from Financial</p> <p>23 Solutions & Real Estate Network Group?</p> <p>24 A No, I didn't personally.</p> <p>25 Q So did anybody from your law firm contact</p>
<p style="text-align: right;">111</p> <p>1 A No.</p> <p>2 Q So do you have any idea what that company even</p> <p>3 does?</p> <p>4 A They do do escrows of property, it's my</p> <p>5 understanding.</p> <p>6 Q How has that been your understanding? How did</p> <p>7 you gain that knowledge?</p> <p>8 MR. WEINSTOCK: Objection; calls for attorney-client</p> <p>9 privilege.</p> <p>10 BY MS. BARRAZA:</p> <p>11 Q Did Charles Brown tell you that, that that's an</p> <p>12 escrow company?</p> <p>13 A Once again that would be a privileged</p> <p>14 communication between him and I.</p> <p>15 Q So do you have any personal knowledge --</p> <p>16 outside of conversations you might have had with Charles</p> <p>17 Brown, do you have any personal knowledge as to what</p> <p>18 Financial Solutions & Real Estate Network Group actually</p> <p>19 does?</p> <p>20 A No.</p> <p>21 Q All right. So let's go to -- let me ask you</p> <p>22 this actually: Is it normal for the law firm to pay --</p> <p>23 make payments to entities where the law firm doesn't even</p> <p>24 know what that entity does?</p> <p>25 A I can't say we -- I have made payments to lots</p>	<p style="text-align: right;">113</p> <p>1 Financial Solutions & Real Estate Network Group?</p> <p>2 A I will have to double check, but I believe</p> <p>3 someone did.</p> <p>4 Q Who do you believe did?</p> <p>5 A I may have assigned Mr. Moore to contact them,</p> <p>6 but I would have to double check that.</p> <p>7 Q When you say "Mr. Moore," you're referring to</p> <p>8 Hamilton Moore?</p> <p>9 A Correct.</p> <p>10 Q Is he a law clerk at your law firm?</p> <p>11 A Yes.</p> <p>12 Q Okay. Now, prior to you actually issuing that</p> <p>13 check, you did not speak with anybody from Financial</p> <p>14 Solutions & Real Estate Network Group; correct?</p> <p>15 MR. WEINSTOCK: Objection; mischaracterization of</p> <p>16 testimony.</p> <p>17 BY MS. BARRAZA:</p> <p>18 Q You can answer.</p> <p>19 A I don't recall speaking with anybody.</p> <p>20 Q Did Charles Brown ever pay you back</p> <p>21 this \$1,000?</p> <p>22 A No.</p> <p>23 Q Have you tried getting it back from him?</p> <p>24 A Yes.</p> <p>25 Q Does he owe you any other money besides</p>

<p style="text-align: right;">114</p> <p>1 this \$1,000 from Financial Solutions and besides 2 that \$1,000 to Valuation Consultants? 3 A He owes the money from the retainer. 4 Q And when you say "the retainer," are you 5 talking about both the August 10th, 2017 retainer and the 6 August 21st, 2017 retainer? Is that a "yes"? 7 A Yes, although I question whether the 21st was 8 just superseding the August -- the earlier one. So, you 9 know, I'd have to double check my notes because I think 10 that's why we had two retainers, is they wanted 11 additional work, so I did a separate retainer that 12 included additional work. The funds were still owed. 13 Q So I'm just trying to figure out what you just 14 said. 15 So is it your testimony that the law firm had 16 exhausted doing work to accumulate \$8,000 worth of work 17 and that's why there was a second one done? 18 MR. WEINSTOCK: Mischaracterization of testimony and 19 it's asked and answered. He previously addressed that 20 there was more work to be done. 21 MS. BARRAZA: I don't need -- 22 MR. WEINSTOCK: We're getting into attorney-client 23 privilege. 24 MS. BARRAZA: I don't need the additional testimony 25 after the objections. All I need is the objections.</p>	<p style="text-align: right;">116</p> <p>1 disclose that voluntarily in Charles Brown's disclosures 2 in the litigation against the Atkinsons? 3 MR. WEINSTOCK: Objection; relevance, calls for a 4 legal conclusion. 5 BY MS. BARRAZA: 6 Q You can answer that. 7 A I don't recall whether I did. I know we 8 disclosed the information about Valuation -- the 9 appraisal company. We disclosed the information about 10 this Financial Solutions & Real Estate Network. I don't 11 believe I gave them a list of, you know -- that I may 12 have paid -- I don't know if I gave them the costs, the 13 check or the credit card payments for the filing fee or 14 the check for service of process. I don't believe I gave 15 them those kinds of costs that I recall. 16 Q Let's go to ATKINSON 298. It's that same 17 Exh bit 8. It's the first page of that exhibit. 18 A Okay. 19 Q Are you there? 20 A Yes, I am. 21 Q Have you ever read this Affidavit before? 22 A It's been a while. I think I did review it 23 years ago. 24 Q Okay. So this Affidavit indicates that it's 25 being written by a broker/manager at Financial Solutions</p>
<p style="text-align: right;">115</p> <p>1 Q And my question is actually going off of 2 something that you just said, not way back. So what you 3 just said was that this agreement superseded -- the 21st 4 agreement superseded the agreement from the 10th, and 5 then you said because additional work needed to be done. 6 So I'm trying to figure out, are you saying that you had 7 performed \$8,000 worth of work pursuant to the first 8 agreement and that's why you did the second agreement? 9 MR. WEINSTOCK: Objection; relevance. 10 BY MS. BARRAZA: 11 Q You can answer. 12 A I'm not saying that in between I had done 13 \$8,000 worth of work. I'm saying that because we were -- 14 my recollection as best I can, because this is over three 15 years ago, is that in reviewing those retainer agreements 16 today, it appears that what I did was rewrote the first 17 agreement 11 days later because there was going to be -- 18 the scope of the work had changed. So it wasn't that all 19 of the work -- that the \$8,000 had already been -- 20 services had already been provided. Some of them had 21 been provided. It was that additional work was going to 22 be done, and so I needed to -- my recollection is -- to 23 rewrite the agreement. 24 Q Did you -- going back to this check, this 25 Financial Solutions Real Estate check, did you ever</p>	<p style="text-align: right;">117</p> <p>1 & Real Estate Network Group. Do you see that? 2 A Okay. 3 Q All right. So if you look on paragraph 5 4 of 298, it says, "On or around August 1st, 2017, I 5 received a referral for a loan from Mortgage Consultant 6 Amanuel Brooks for a loan that -- for a loan for a 7 Charles Brown to obtain a loan to purchase a property 8 located at 2315 North Decatur Boulevard." Do you see 9 that? 10 A Yes. 11 Q Okay. And so also paragraph 6 indicates that 12 Mr. Brown produced that Purchase Agreement, and then 13 paragraph 7 states, "On or around August 21st, 2017, 14 Mr. Brown attempted to pay for the \$1,000 application fee 15 with a check from a law firm to apply for the loan, which 16 we were not able to accept because it came from a third 17 party who was not part of the Purchase Agreement; so 18 instead, Mr. Brown paid for the \$1,000 in cash." Do you 19 see that? 20 A Yes. 21 Q Do you have any reason to dispute that 22 paragraph? 23 A I don't even know whether it's true or not. 24 Q Do you have any reason -- 25 A I have no knowledge of that.</p>

<p style="text-align: right;">118</p> <p>1 Q Now, Joyce Mack is categorizing that \$1,000 as 2 paying for a loan application. So I'm trying to figure 3 out, do you have any reason to dispute that? 4 MR. WEINSTOCK: Objection; asked and answered. 5 BY MS. BARRAZA: 6 Q You can answer it. 7 A I was providing money to open escrow. Now, 8 if -- what her knowledge was for, I don't know. You 9 would have to ask her. 10 Q And you never spoke to Joyce Mack; correct? 11 A No, I did not. 12 Q Joyce Mack never told you that this \$1,000 was 13 going to be for opening escrow; correct? 14 A I never spoke to her. 15 Q And did anybody from Financial Solutions & Real 16 Estate Network Group ever tell you that that \$1,000 was 17 going to be used to open escrow? 18 A I never spoke with them. 19 Q Okay. Now, I want to go to paragraph 16 of 20 that Affidavit, which is on page 299. Tell me whenever 21 you're there. Are you there? 22 A Not yet. What page? 23 Q It's the next page on page 299, paragraph 16. 24 Are you there? 25 A Not yet. 299, paragraph 16. Okay, I'm there.</p>	<p style="text-align: right;">120</p> <p>1 A I said that was to the best of my recollection. 2 I don't recall. Quite frankly, I don't recall. 3 Q Okay. So as you sit here today, you don't 4 recall if Financial Solutions actually does escrow; is 5 that correct? 6 A Yes. I can't confirm. 7 Q Okay. 8 A I don't recall. 9 Q I want to draw your attention to that same 10 page, 299. One second. I just want to make sure you see 11 paragraph 13. Do you see how it says, "Mr. Brown never 12 contacted our office again, so the file was closed and 13 the loan application was closed"? Do you see that? 14 A Yes, I see that. 15 Q Do you have any personal knowledge of Mr. Brown 16 ever obtaining a loan from Financial Solutions? 17 A I have no personal knowledge. 18 Q Okay. Now I want to go to page 3 -- 19 ATKINSON 310. Tell me whenever you're there. 20 A Okay, I'm there. 21 Q And this is a Uniform Residential Loan 22 Application. Have you ever seen this document? 23 A I don't recall whether I've seen it before or 24 not. 25 Q Now, do you know why it says Stacy Brown is</p>
<p style="text-align: right;">119</p> <p>1 Q The states, "This company handles loan 2 applications only and does not handle escrow; therefore 3 Financial Solutions never opened escrow on behalf of 4 Mr. Brown nor received any escrow funds." 5 Do you have any reason to dispute that? 6 MR. WEINSTOCK: Objection; hearsay, foundation, 7 calls for speculation, and lack of foundation. 8 BY MS. BARRAZA: 9 Q You can answer. Do you have anything to 10 dispute that? 11 A That's what she said. 12 Q Okay. Now, who did you actually speak to -- 13 who did the law firm actually speak to that actually 14 represented that Financial Solutions handled escrow? 15 MR. WEINSTOCK: Objection; gets into attorney-client 16 privilege. 17 BY MS. BARRAZA: 18 Q So I'm not asking about -- I'm not asking about 19 if it came from Charles Brown. You had mentioned earlier 20 in your testimony that sometime after you issued the 21 check, your law firm -- particularly you might have 22 assigned Hamilton Moore to look into this, and you had 23 testified that you had found out they also do escrow. So 24 I'm trying to figure out, how did you find out they also 25 do escrow?</p>	<p style="text-align: right;">121</p> <p>1 going to be the borrower? 2 A I don't recall why it would say that. 3 Q Now, have you ever personally been involved in 4 a process where escrow was going to be opening up? 5 MR. WEINSTOCK: Objection; relevance. 6 You can answer. 7 THE WITNESS: Yes. 8 BY MS. BARRAZA: 9 Q So what does that entail? Does the person have 10 to show proof of funds before escrow is opened up? 11 A No. You can just open the escrow account. 12 Q So what do they have to do to open up an escrow 13 account? 14 A You go to the escrow company and sign an 15 agreement and you provide some funds to open that escrow 16 account. 17 Q Who signs that agreement? 18 MR. WEINSTOCK: Objection; relevance. 19 THE WITNESS: Usually the purchaser. 20 BY MS. BARRAZA: 21 Q Does the seller also sign that agreement? 22 MR. WEINSTOCK: Objection; calls for speculation and 23 relevance. 24 BY MS. BARRAZA: 25 Q In your experience --</p>

<p style="text-align: right;">122</p> <p>1 A You can open the account with the purchaser, 2 and then there may need -- there are generally Escrow 3 Instructions that are usually signed by both. 4 Q Okay. Let's go to -- in your experience, who 5 prepares Escrow Instructions? 6 MR. WEINSTOCK: Objection; relevance, foundation. 7 THE WITNESS: In my experience it could be the 8 buyer. It could be the seller. It could be done 9 jointly. It could be the escrow agent who is involved in 10 preparing them. It could be the real estate agent who is 11 assisting. 12 BY MS. BARRAZA: 13 Q So aside from those two checks that we looked 14 at -- we looked at the check addressed to Valuation 15 Consultants and we looked at the check addressed to 16 Financial Solutions. What other checks did the law firm 17 issue that we haven't discussed yet? 18 MR. WEINSTOCK: I assume we're talking about in the 19 "Brown versus Atkinson" lawsuit? 20 MS. BARRAZA: Yeah, correct. 21 THE WITNESS: I don't recall any others. 22 BY MS. BARRAZA: 23 Q Okay. So is it the law firm -- 24 A To the best of my recollection, I don't recall 25 any.</p>	<p style="text-align: right;">124</p> <p>1 Q No. It's called Opposition to Motion to Compel 2 No. 2. 3 MR. WEINSTOCK: Here is where I'm having problems 4 finding that myself. 5 Winder Defendants' Opposition to Plaintiffs' 6 Motion to Compel No. 2, 10-21-20? 7 MS. BARRAZA: Yeah, that's correct. 8 THE WITNESS: Okay, I have located it. 9 BY MS. BARRAZA: 10 Q Okay, one second. 11 A You said that's Exhibit No. what so I can mark 12 this? 13 Q Exhibit 12. 14 I want to turn your attention to page 6 of 10 15 of that Exhibit 12. Tell me whenever you're there. 16 A Okay, I'm there. 17 Q Page 6 of 10? 18 A Yes, I'm there. 19 Q Okay. So line 14, do you see how it says, 20 "Mr. Winder paid for an appraisal and escrow fees. He 21 was merely paying the cost of litigation, as do most 22 attorneys who work, as Mr. Winder was here, on a 23 contingent basis"? Do you see that? 24 A Yes. 25 Q So what I'm trying to figure out is, what your</p>
<p style="text-align: right;">123</p> <p>1 Q All right. So I just want to make sure we're 2 on the same page. 3 Even though the law firm was issuing these 4 checks, it did not consider Mr. Brown to be a 5 contingency-fee client; is that correct? 6 A That's correct. 7 Q "Yes"? 8 A Yes, that is correct. 9 Q Okay. So let's turn to Exhibit 12, which it's 10 not Bates stamped. It's Opposition to the Plaintiffs' 11 Motion to Compel No. 2. 12 A I'm sorry. What is it, the opposition to what? 13 Q Winder Defendants' Opposition to Plaintiffs' 14 Motion to Compel No. 2. Let me know whenever you're 15 there? 16 A And where would you say, it's in the very back 17 or in the -- 18 Q No. It's pretty close from where we're already 19 talking about, because we were just on Exhibit 8. So 20 it's maybe 20 pages after what we just looked at -- maybe 21 more like 50 pages. So it's after -- once you get to 22 Plaintiff Brown's Initial Disclosures, that's Exhibit 11, 23 so it's after that exhibit. 24 A It's the Plaintiffs' Opposition to Defendants' 25 Motion for Summary Judgment? What's it titled again?</p>	<p style="text-align: right;">125</p> <p>1 earlier testimony was and what the documents reflect is 2 that Mr. Brown was not a contingency-fee client. So why 3 is this stating that the work was done on a contingent 4 basis? 5 MR. WEINSTOCK: I object; that's a 6 mischaracterization of testimony. A contingent basis 7 does not necessarily mean contingent -- 8 MS. BARRAZA: So my question needs to be answered 9 without testimony coming from counsel. 10 MR. WEINSTOCK: It's not testimony. That's just 11 trying to clarify the question. 12 MS. BARRAZA: Do not coach and provide testimony as 13 to what the client should say. 14 Q So why does it say that you were merely 15 providing costs of litigation, as most attorneys do, as 16 Mr. Winder was here, on a contingent basis? 17 A Let me clarify that, and we went through the 18 retainer agreements. There is no contingency fee. This 19 could have been more artfully worded, I should say. But 20 the retainer agreement is on a contingency. There is no 21 contingency fee. That should have been -- it's 22 inartfully worded. 23 Q So is it true or not? 24 A I would say it's just inartfully crafted. 25 Q So what work was being done on a contingent</p>

<p style="text-align: right;">126</p> <p>1 basis?</p> <p>2 A None.</p> <p>3 Q None?</p> <p>4 A I mean there's no contingency fee. So that is</p> <p>5 just the phraseology that was used that could have been a</p> <p>6 better -- it could have been phrased a little more</p> <p>7 appropriately.</p> <p>8 Q So --</p> <p>9 A Better.</p> <p>10 Q So how would you have phrased it?</p> <p>11 A Well, on something to the effect that I'm</p> <p>12 seeing here, that lots of attorneys front costs, and so</p> <p>13 all I was doing was fronting costs. So I paid --</p> <p>14 "Mr. Winder paid for an appraisal and escrow fee. He was</p> <p>15 merely paying the cost, as do most attorneys who do such</p> <p>16 work." Could have just had a period at the end of that.</p> <p>17 Q So why does it continue on? Why does it say</p> <p>18 that the work was being done on a contingent basis? Was</p> <p>19 that --</p> <p>20 A As you've gone over the fee agreement, there is</p> <p>21 no contingency-fee agreement. It's clear, and that just</p> <p>22 could have been more artfully crafted or worded in this</p> <p>23 particular document.</p> <p>24 Q So would you agree that as it reads, without</p> <p>25 anybody having the context of what the representation</p>	<p style="text-align: right;">128</p> <p>1 Time Matters. They don't always get entered.</p> <p>2 Q Why is time supposed to be tracked?</p> <p>3 A Pardon me?</p> <p>4 Q Why is time supposed to be tracked?</p> <p>5 MR. WEINSTOCK: Objection; relevance, outside the</p> <p>6 scope of this examination.</p> <p>7 BY MS. BARRAZA:</p> <p>8 Q You can answer.</p> <p>9 A It's a time-management program. We try to</p> <p>10 track all of our time, whether it's for a fixed fee -- I</p> <p>11 do a lot of criminal law. It's fixed fee, yet we still</p> <p>12 try to track our time. I try to track the time of staff</p> <p>13 that -- how much time they put -- are involved in cases</p> <p>14 just for time management.</p> <p>15 Q So that Valuation Consultants check that we</p> <p>16 were referring to, do you want to go back to it? It was</p> <p>17 Exhibit 5. Tell me whenever you're there. It's Bates</p> <p>18 stamped ATKINSON 34.</p> <p>19 A ATKINSON 34?</p> <p>20 Q Are you there?</p> <p>21 A I'm there now. I got it.</p> <p>22 Q So that check is dated August 7th, 2017. Do</p> <p>23 you see that?</p> <p>24 A Correct.</p> <p>25 Q You were issuing this check before Mr. Brown</p>
<p style="text-align: right;">127</p> <p>1 agreements say, it would indicate that Mr. Brown was a</p> <p>2 contingency-fee client?</p> <p>3 MR. WEINSTOCK: Objection; calls for speculation,</p> <p>4 lack of foundation, and calls for a legal conclusion.</p> <p>5 BY MS. BARRAZA:</p> <p>6 Q You can answer. Do you understand --</p> <p>7 A I would agree the paragraph is discussing how</p> <p>8 costs -- or how I prepaid for, as other attorneys do,</p> <p>9 prepaid for costs. I believe that is made clear and that</p> <p>10 is the context of the paragraph.</p> <p>11 Q Okay. So was any work done on a contingent</p> <p>12 basis?</p> <p>13 A No.</p> <p>14 Q Okay. So let's go to -- well, let me ask you</p> <p>15 this: We looked at those checks and you mentioned that</p> <p>16 you had issued them; and you issuing those checks, would</p> <p>17 that be normally reflected on something that you would</p> <p>18 put into your billing entries?</p> <p>19 MR. WEINSTOCK: Objection; foundation, relevance.</p> <p>20 BY MS. BARRAZA:</p> <p>21 Q You can answer.</p> <p>22 A I mean we -- sure, we are supposed to -- I mean</p> <p>23 I'm a small operation, so not everything goes according</p> <p>24 to the plan. Costs are supposed to be tracked. Time is</p> <p>25 supposed to be tracked. It's supposed to be entered in</p>	<p style="text-align: right;">129</p> <p>1 had even signed a representation agreement; is that</p> <p>2 correct?</p> <p>3 A That's what the date shows.</p> <p>4 Q Okay. And would that have been your normal --</p> <p>5 something in your normal procedure, just issuing checks</p> <p>6 on behalf of a client when that client hasn't even signed</p> <p>7 a representation agreement yet?</p> <p>8 A I have done that before with clients who I've</p> <p>9 dealt with and I have a prior relationship with. So I</p> <p>10 might have written a check yet had not gotten around to</p> <p>11 writing the -- putting together the retainer, but we had</p> <p>12 a prior relationship. But would I do that for a new</p> <p>13 client? No. Have I done that for clients where I've --</p> <p>14 in the past where I have a prior relationship? Yeah.</p> <p>15 Q So why wouldn't you do that for a new client?</p> <p>16 A Because I don't have a prior relationship.</p> <p>17 Q So you have to have a prior relationship prior</p> <p>18 to doing something I ke that; is that what you're saying?</p> <p>19 MR. WEINSTOCK: Objection; relevance, argumentative.</p> <p>20 THE WITNESS: A client called me yesterday, told me</p> <p>21 that the statute of limitations is running tomorrow on a</p> <p>22 personal-injury case. I have a prior relationship with</p> <p>23 that client, and so we're filing the Complaint without</p> <p>24 them having paid me or signed a retainer, because we did</p> <p>25 a verbal agreement and I have a prior relationship. That</p>

<p style="text-align: right;">130</p> <p>1 is allowed. He will come in later and sign the agreement</p> <p>2 and bring the check, so --</p> <p>3 BY MS. BARRAZA:</p> <p>4 Q In this specific case was there any sense of</p> <p>5 urgency of Mr. Brown absolutely needing to get this check</p> <p>6 to Valuation Consultants really fast, you know, prior to</p> <p>7 you guys having time to get a representation agreement</p> <p>8 together?</p> <p>9 MR. WEINSTOCK: Objection; argumentative. I object</p> <p>10 to your phrase "absolutely needing to."</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q You can answer.</p> <p>13 A I don't recall what the urgency -- if there was</p> <p>14 an urgency. I suppose there was. Lots of times there</p> <p>15 are in real estate transactions. I trusted Mr. Brown at</p> <p>16 the time. I might have written the check one day and yet</p> <p>17 we had planned to meet -- you know, we met on the 10th to</p> <p>18 sign. So I might have written the check on the weekday</p> <p>19 and we met on the weekend. I work most weekends.</p> <p>20 Q And did you testify that Mr. Brown had first</p> <p>21 approached you and talked to you about this property</p> <p>22 after the Purchase Agreement had already been signed?</p> <p>23 A No. He talked to me about the property prior</p> <p>24 to the signing of the Purchase Agreement. His first</p> <p>25 consultation with me was prior to that.</p>	<p style="text-align: right;">132</p> <p>1 So it's Bates stamp -- it says Bates No. 0001.</p> <p>2 MR. WEINSTOCK: Do you know where in your packet it</p> <p>3 would be?</p> <p>4 MS. BARRAZA: It's right after Exhibit 12 I think we</p> <p>5 just looked at. Exhibit 12 is that opposition to motion</p> <p>6 to compel No. 2 and it's after that.</p> <p>7 Q Tell me whenever you're there.</p> <p>8 A You're saying it's Bates stamp 0001?</p> <p>9 Q Yeah, correct. So it's right after the</p> <p>10 opposition to motion to compel No. 2, which we previously</p> <p>11 looked at.</p> <p>12 MR. WEINSTOCK: Right after that I have Plaintiff</p> <p>13 Brown's First Supplement to Initial Disclosure.</p> <p>14 THE WITNESS: That's what I have also.</p> <p>15 MS. BARRAZA: No, it's after that. It's after</p> <p>16 Exh bit 11, so it's like 20 pages after that.</p> <p>17 THE WITNESS: Twenty pages after the opposition to</p> <p>18 motion to compel?</p> <p>19 BY MS. BARRAZA:</p> <p>20 Q No. It's like ten pages after that because</p> <p>21 that's only ten pages long.</p> <p>22 A Okay. It's ten pages long, and then the next</p> <p>23 thing I have is Plaintiff Brown's First Supplement to</p> <p>24 Initial Disclosures.</p> <p>25 Q Okay. So if you go beyond that, what do you</p>
<p style="text-align: right;">131</p> <p>1 Q Okay. Now, what steps did you take after</p> <p>2 Charles Brown retained you?</p> <p>3 MR. WEINSTOCK: Objection; vague and ambiguous and</p> <p>4 we're getting into attorney-client.</p> <p>5 BY MS. BARRAZA:</p> <p>6 Q Did you take any steps that didn't have</p> <p>7 anything to do with attorney-client relationships? Did</p> <p>8 you take any steps? Did you ever reach out to the</p> <p>9 Atkinsons?</p> <p>10 MR. WEINSTOCK: Wait, wait. What question are you</p> <p>11 asking? Are you asking if he reached out to the</p> <p>12 Atkinsons? I think he can answer that.</p> <p>13 MS. BARRAZA: Yeah, I know he can.</p> <p>14 Q So go ahead and answer it.</p> <p>15 A I don't believe I ever reached out to the</p> <p>16 Atkinsons.</p> <p>17 Q Did your law firm ever reach out to the</p> <p>18 Atkinsons?</p> <p>19 A Not that I know of.</p> <p>20 Q Did you ever review any kind of letters that</p> <p>21 your law firm had issued to the Atkinsons?</p> <p>22 A I mean I would have to review them. We may</p> <p>23 have sent them a letter based on the Purchase Agreement.</p> <p>24 Q Now, how did -- well, let's just go to</p> <p>25 Exh bit 13, and that's -- I'll give you the Bates stamp.</p>	<p style="text-align: right;">133</p> <p>1 have after that?</p> <p>2 MR. WEINSTOCK: The next thing I have is Defendant</p> <p>3 Winder's Response to Plaintiff Lavelle Atkinson's First</p> <p>4 Set of Interrogatories.</p> <p>5 MS. BARRAZA: Yeah, so that's --</p> <p>6 MR. WEINSTOCK: After that?</p> <p>7 It's a Conditional Loan Quote?</p> <p>8 MS. BARRAZA: No. So you know what? If you want to</p> <p>9 just break now, we can break now; and what we can do is,</p> <p>10 if you look back in the email of exhibits I had sent you</p> <p>11 guys, it's called Exhibit 13 and that's what we need to</p> <p>12 be going over next.</p> <p>13 THE WITNESS: Okay. Are there any other ones you</p> <p>14 want us to review also while we're taking the break?</p> <p>15 BY MS. BARRAZA:</p> <p>16 Q Well, like maybe put the exhibits in order, if</p> <p>17 you want over the break, because it will make it a lot</p> <p>18 easier because it seems like they're out of order as they</p> <p>19 are now.</p> <p>20 A Some of these are not --</p> <p>21 Q Yeah, so they were all sent as individual PDFs,</p> <p>22 so they should have all printed out separately. So if</p> <p>23 you guys want to look on a computer or something so we</p> <p>24 can just go through this really fast.</p> <p>25 So okay, so we can break. Do you want to come</p>

<p style="text-align: right;">134</p> <p>1 back at like 2:00 o'clock? 2 THE WITNESS: Yes. 3 (Lunch recess taken from 1:33 p.m. to 4 2:12 p.m.) 5 BY MS. BARRAZA: 6 Q Did you get a chance to pull up Exhibit 13? 7 A Yes. 8 Q Is it the letter? 9 A Yes, a letter from my office written by Arnold 10 Weinstock. 11 Q Have you ever seen that letter before? 12 A I'm sure I have, but -- 13 Q Now, at some point did you assign Mr. Weinstock 14 to also work on this matter that Charles Brown had? 15 A Yes, Mr. Weinstock did do some work on the 16 matter. I think he actually appeared at the hearing. 17 Q Okay. And when you say "hearing," are you 18 referring to the -- what hearing are you referring to 19 actually? 20 A Whatever hearings there were, I think he's -- I 21 never appeared. I think Mr. Weinstock appeared. 22 In reviewing Exhibit 15, I see there was an 23 attorney who used to work for me, Scott Dorman, who 24 actually signed and prepared that Complaint. 25 Q When you say Exhibit -- did you say Exhibit 15?</p>	<p style="text-align: right;">136</p> <p>1 whether -- I don't have a recollection of actually 2 reviewing it. 3 Q Okay. 4 A Typically I would have, yes. 5 Q So it looks like this letter states, the first 6 paragraph, "Unfortunately, for reasons unknown, the sale 7 of the property has not closed as of this date." Do you 8 see that? 9 A Yes. 10 Q So when it says, "for reasons unknown," if the 11 law firm didn't know the reasons, why was it sending out 12 a letter to the Atkinsons? 13 A I think when you take Mr. Weinstock's 14 deposition you'll have to ask him about that, but it may 15 be reasons we don't know why they did not perform. 16 Q Now, before this letter went out in December of 17 2017, did the law firm ever just try to call the 18 Atkinsons and try to figure out what's going on on their 19 end? 20 A I don't believe so. 21 Q So was this the first contact that the law firm 22 made with the Atkinsons? 23 A To the best of my recollection, yes. 24 Q Okay. Now, at the time that this letter went 25 out in December 2017, had the law firm independently</p>
<p style="text-align: right;">135</p> <p>1 A Yes. 2 Q Hold on. Let me go to that one. 3 Oh, so you're talking about the Complaint? 4 A Yes, that Complaint. 5 Q So you're saying another attorney Scott was 6 involved in helping draft that Complaint? 7 A I'm looking at the signature page. So, yes, 8 that's Scott Dorman, Bar No. 13108. 9 Q Is he still with your law firm? 10 A No, he's no longer with the law firm. He's 11 actually not in the state anymore. 12 Q Would that Scott -- would he have participated 13 in drafting this Complaint then? 14 A Yes. 15 Q But you did review it; correct? 16 A I'm sure I -- you know, I can't say a hundred 17 percent I reviewed it. I'm responsible as the 18 supervising attorney, but I had another attorney draft a 19 Complaint. 20 Q Let's go back to Exhibit 13. 21 A Okay. 22 Q Did you review this letter prior to it being 23 sent out to the Atkinsons? 24 A I don't recall whether I reviewed it or not. I 25 would think so, but I don't have personal knowledge</p>	<p style="text-align: right;">137</p> <p>1 investigated whether or not Charles Brown had ever opened 2 up an escrow account and put money into that account? 3 A I don't recall doing an independent 4 investigation. Of course I know we already went over the 5 check that was written for escrow. 6 Q Well, I know you're saying the check that was 7 written for escrow, but the only thing that says escrow 8 is the memo; correct? 9 A There's a note on there and it's -- yes. 10 Q And was that check actually cashed? Are you 11 looking at something? 12 A Yeah, the exhibit with the check, because I 13 believe the exhibits -- your exhibit on Bates stamp 404 14 has the endorsement on the back of the check credited to 15 the account of a payee. So it has the front and back -- 16 your exhibit has the front and back and the endorsement 17 on the check in the back, and it says, "credited to the 18 account of the within-named payee." 19 You're mute. 20 Q Apologies. 21 So is it the law firm's testimony, as it sits 22 here today, that it believes that that was actually 23 cashed? 24 A Well, it was deposited. It says here, 25 "credited to the account of the within-named payee," has</p>

<p style="text-align: right;">138</p> <p>1 the endorsement on the back of the check. So I believe 2 it was, you know, deposited and negotiated, not cashed. 3 Q Okay. So it seems to me that that would have 4 been -- I'm trying to figure out -- you're saying that 5 check was to open up escrow; correct? 6 A Correct. 7 Q And so wouldn't that be something that you 8 would have produced in the trial of the Brown litigation 9 against the Atkinsons to prove that Charles Brown hadn't 10 breached and that he had opened up escrow? 11 A I don't know what all -- I haven't reviewed 12 everything that was produced, but certainly that check 13 seems relevant. 14 Q Did you say it seems relevant or irrelevant? 15 A It seems relevant. 16 Q It seems relevant, okay. 17 So let's go back to this letter on Exhibit 13. 18 It says, "Consider this letter to be a formal demand upon 19 you to finalize the closure of the sale of the property." 20 Do you see that? 21 A Yes. 22 Q So what exactly was the law firm asking the 23 Atkinsons to do? What does "finalize the closure of the 24 sale" mean? What would that entail? 25 A I would imagine to complete the sale, which</p>	<p style="text-align: right;">140</p> <p>1 MR. WEINSTOCK: That's where his knowledge comes 2 from, is from his client. 3 MS. BARRAZA: No, it's not. 4 Q I mean do you have any knowledge of any funds 5 actually being put into an escrow account to pay for the 6 purchase of the property? 7 A I had not spoken with the escrow company, if 8 that's what you mean. Conversations with my client would 9 be privileged. 10 Q So and then it says -- Exhibit 13 -- it says, 11 "At Mr. Brown's insistence, we will allow you until 12 Saturday December 30th, 2017 by 12:00 o'clock noon to 13 close on the sale of this property." 14 So what did that mean, "at Mr. Brown's 15 insistence"? Was the law firm pushing for this to go 16 straight to litigation? What does that mean, 17 "Mr. Brown's insistence"? 18 MR. WEINSTOCK: Attorney-client privilege. 19 MS. BARRAZA: That's not privileged. 20 Q So are you not going to answer that question? 21 A Well, you'll have to speak to Mr. Weinstock 22 about that. 23 Q Okay. Did the law firm receive any response to 24 this letter? 25 A I don't recall receiving a response.</p>
<p style="text-align: right;">139</p> <p>1 would be I guess to participate in the signing of the 2 final documents and signing over the deed and receiving 3 their payment as agreed upon in the Purchase Agreement, 4 to complete the conditions in the Purchase Agreement. 5 Q When you say signing final documents, what were 6 the final documents that they were refusing to sign off 7 on? 8 A It would be the deed, mainly the deed. I 9 mean -- pardon me? 10 Q Any other documents? 11 A Whatever other documents to effectuate the 12 transfer of property to complete the sale. 13 Q And so at the time that this December letter 14 was sent out, what personal knowledge did you have of 15 Mr. Brown putting the -- paying for the actual property, 16 the purchase price of the property? 17 MR. WEINSTOCK: Objection; we're getting into 18 attorney-client communications. 19 BY MS. BARRAZA: 20 Q Do you have any knowledge at all that he had 21 actually paid for the property by the time that you had 22 sent this December letter? 23 MR. WEINSTOCK: Again this is attorney-client. 24 MS. BARRAZA: I'm not even asking for any 25 communications with your client.</p>	<p style="text-align: right;">141</p> <p>1 Q Did the law firm ever speak to the Atkinsons' 2 counsel over the phone about this issue before filing 3 suit? 4 A I don't recall speaking to the Atkinsons' 5 attorney. 6 Q Why was this letter being sent out in December 7 of 2017, approximately, you know, months after -- months 8 after the law firm got involved? 9 MR. WEINSTOCK: Objection; that's attorney-client 10 privilege. 11 BY MS. BARRAZA: 12 Q You're not answering that question either? 13 A I've been instructed not to. 14 Q So would this have been something that would be 15 normally included in your -- in Time Master, you know, 16 the time spent for drafting up a letter like this? 17 A It should be. 18 Q Okay. Now -- 19 A Time Matters is the name of the program. 20 Q Okay, thank you. 21 Now, this also says, "On July 20th, 2017 you 22 signed the Purchase Agreement and Joint Escrow 23 Instructions." So I assume by this point, if the law 24 firm is referring to that joint purchase -- I mean to 25 that Purchase Agreement, the law firm had already seen</p>

<p style="text-align: right;">142</p> <p>1 that Purchase Agreement by December; correct?</p> <p>2 A I would assume that, yes, correct.</p> <p>3 Q So let's go to Exhibit 14. Tell me whenever</p> <p>4 you're there.</p> <p>5 A There.</p> <p>6 Q Okay. So have you seen this document before?</p> <p>7 A I have, yes, a few years ago.</p> <p>8 Q Is this what you understand to be the Purchase</p> <p>9 Agreement that Charles Brown and the Atkinsons signed</p> <p>10 regarding the Decatur property?</p> <p>11 A Yes.</p> <p>12 Q Okay. So it says on -- I'm looking at Bates</p> <p>13 stamp D 0002 for the first page. No. 3 it says,</p> <p>14 "Deposit." It says, "The deposit amount within two</p> <p>15 business days from the effective date is \$1,000." Do you</p> <p>16 see that?</p> <p>17 A Yes.</p> <p>18 Q So if the deposit amount into escrow</p> <p>19 was \$1,000, I mean what I'm trying to figure out is how</p> <p>20 were you going to get -- how was the law firm going to</p> <p>21 get \$8,000 back from escrow of that Decatur property</p> <p>22 pursuant to the August 10th representation agreement?</p> <p>23 MR. WEINSTOCK: Again I object; you're assuming</p> <p>24 facts not in evidence. The escrow account was never</p> <p>25 testified was going to be this escrow account. There was</p>	<p style="text-align: right;">144</p> <p>1 A Right.</p> <p>2 Q Now --</p> <p>3 A From Mr. Harper.</p> <p>4 Q So it was your understanding that the law firm</p> <p>5 would somehow be able to get paid from Mr. Brown taking</p> <p>6 actions reselling or refinancing the property after he</p> <p>7 had already purchased it; is that correct?</p> <p>8 A As I said, I would have to review my notes, but</p> <p>9 in reviewing -- you having me review Mr. Harper's letter,</p> <p>10 that does appear to be what Mr. Brown's intention was.</p> <p>11 That's what he indicates in that letter. So it was going</p> <p>12 to be from the refinancing, as best as I recollect.</p> <p>13 Q And so you see on Exhibit 14 where he's</p> <p>14 referencing the total purchase price of \$100,000?</p> <p>15 A Yes.</p> <p>16 Q So according to that logic, Mr. Brown would</p> <p>17 have to actually pay the full purchase price of \$100,000</p> <p>18 in order to have the ability to refinance or to resell</p> <p>19 the property; is that correct?</p> <p>20 A According to that -- I mean the document speaks</p> <p>21 for itself.</p> <p>22 Q Well, let's look at the document. Let's look</p> <p>23 at page 4 of Exhibit 14. Tell me whenever you're there,</p> <p>24 page 4 of 7. Are you there?</p> <p>25 A What page?</p>
<p style="text-align: right;">143</p> <p>1 an escrow -- another escrow account for refinancing.</p> <p>2 MS. BARRAZA: Okay. So that's testimony right there</p> <p>3 and that's coaching, so if you can leave your objections</p> <p>4 to only objections.</p> <p>5 Q My question, going back to my question, is how</p> <p>6 was the law firm going to get paid \$8,000 from escrow of</p> <p>7 the Decatur property if this says that Charles Brown is</p> <p>8 only depositing \$1,000 into an escrow account?</p> <p>9 A You know, I would have to review my notes to be</p> <p>10 exact, but in reviewing the letter from -- is it</p> <p>11 Mr. Harper for doing the valuation, he had indicated that</p> <p>12 appraisal, from doing the appraisal, the appraisal was</p> <p>13 going to be used, because Mr. Brown had informed him he</p> <p>14 had a hard-money lender that he was going to borrow funds</p> <p>15 from to pay the escrow or to purchase and refinance. So</p> <p>16 I think his appraised value was like \$250,000, as you saw</p> <p>17 in his appraisal, and the purchase price was 100,000.</p> <p>18 Q So when you keep -- you keep saying the word</p> <p>19 "appraisal." What are you referring to? Where is the</p> <p>20 appraisal in these documents? 'Cause I'm not seeing an</p> <p>21 appraisal. Are you talking about that preliminary</p> <p>22 letter?</p> <p>23 A I'm talking about that report where he</p> <p>24 indicates it's the final appraised value.</p> <p>25 Q Okay. So that's what you're talking about?</p>	<p style="text-align: right;">145</p> <p>1 Q Page 4.</p> <p>2 MR. WEINSTOCK: Are you talking page 4 of 7 or Bates</p> <p>3 stamp 004?</p> <p>4 MS. BARRAZA: Bates stamp 0005.</p> <p>5 MR. WEINSTOCK: Okay, thank you.</p> <p>6 BY MS. BARRAZA:</p> <p>7 Q Are you there?</p> <p>8 A I'm there now.</p> <p>9 Q Do you see the middle of this page where it's</p> <p>10 talking about notices? It says "seller," it says</p> <p>11 "purchaser." Do you see that?</p> <p>12 A Yes.</p> <p>13 Q And it says, "Atkinson, Lavelle and Sheila,"</p> <p>14 and then it has their address below and it says,</p> <p>15 "5286 Auburn, Las Vegas, Nevada." Do you see that?</p> <p>16 A Well, appears to me to be 5288. Is that a 6?</p> <p>17 Q That's fine, whatever the number is.</p> <p>18 A So the Atkinsons are on the Auburn Street,</p> <p>19 okay. I guess that's where we get the Auburn from.</p> <p>20 Q What do you mean, "That's where we get the</p> <p>21 Auburn from"?</p> <p>22 A I'm just noting that it is Auburn.</p> <p>23 Q Was the law firm trying to help Charles Brown</p> <p>24 purchase the Auburn property as well?</p> <p>25 A No.</p>

146

1 Q Okay.

2 **A Not at all.**

3 **I believe if I go back there, you're going to**

4 **find a cross street, that the property is at Decatur and**

5 **Auburn, where the property is, but I'm not positive. I'm**

6 **going to double check myself. I was never involved in**

7 **attempting to have Charles purchase any property from the**

8 **Atkinsons other than this Decatur property.**

9 Q So let's go back to Exhibit 2. Tell me

10 whenever you're there.

11 **A Exhibit 2?**

12 Q Yes.

13 MR. WEINSTOCK: That would be the fee agreement?

14 MS. BARRAZA: Correct, the first fee agreement,

15 D 0009.

16 **THE WITNESS: Okay.**

17 BY MS. BARRAZA:

18 Q So what I'm trying to figure out is how this

19 could have gotten mixed up, because you specifically

20 write, "The purpose of assistance with purchase of Auburn

21 property," and then you specifically include the entire

22 North Decatur Boulevard address on the bottom left-hand

23 side when you're saying the funds will be paid -- the

24 fees will be paid from escrow of that property. So why

25 wouldn't you just write -- why wouldn't you just write

147

1 "North Decatur Boulevard" on -- under the Scope and

2 Duties if that was the case?

3 **A Well, this was a retainer agreement for me and**

4 **Mr. Brown. We understood what the property was. And I**

5 **believe that the Auburn is the -- this property is on a**

6 **corner. Decatur of course is a major thoroughfare, and I**

7 **think Auburn may be the cross street and -- but we knew**

8 **we were talking about this Decatur property. So I'll**

9 **have to double check the cross street, as I said; and**

10 **without refreshing that, you know, I don't want to give**

11 **you a wrong answer or any misinformation. I was never**

12 **involved -- if your question is -- in trying to purchase**

13 **the home of the Atkinsons.**

14 Q So the question was how do you know that's

15 their home? How do you know that's their primary

16 residence?

17 **A I don't. It's just the seller lists their**

18 **address, and their address listed on the Purchase**

19 **Agreement is 5288 Auburn. You're right, that's an**

20 **assumption. I shouldn't make that assumption.**

21 Q My only question is, on Exh bit 2 you write --

22 if you're saying that the only reason you wrote "purchase

23 of Auburn property" is because the Decatur property -- I

24 think what you're saying is because the Decatur property

25 is on -- is near Auburn? Is that what you're saying?

148

1 **A The Decatur property is on a corner.**

2 Q So the Decatur property is on a corner.

3 So then why wouldn't you just write "Auburn

4 property" below as well? Why is there different --

5 **A I don't know. So this was written for me and**

6 **Mr. Brown to understand, and we had an understanding.**

7 **Our agreement was this piece of property that we had --**

8 **he had taken me that I met him to view, and that was**

9 **the -- that was the piece of property we were talking**

10 **about. We weren't talking about any other property. So**

11 **I --**

12 Q So let's go back to what it says in the Scope

13 and Duties. It says, "assistance with purchase." So if

14 you had no role in creating -- you already testified you

15 had no role in creating that Purchase Agreement; correct?

16 **A No, I did not. I did not. This looks like a**

17 **standard Purchase Agreement from the Greater Las Vegas**

18 **Real Estate.**

19 Q What exactly would the law firm's role be in

20 assisting with purchasing a property in general? In

21 general, whenever you do these agreements for clients and

22 you're assisting with purchasing a property, what would

23 the law firm actually be doing?

24 **A Sometimes we review documents. There's various**

25 **things we do and there's various things we discussed, and**

149

1 **in fact he was looking to convert this property.**

2 MR. WEINSTOCK: It's attorney-client privilege.

3 BY MS. BARRAZA:

4 Q So I'm not even asking about this specific

5 case. I'm saying in general, in general, what would the

6 law firm do if it's assisting a client with purchasing a

7 property?

8 **A It all depends on what the client's goals were**

9 **and -- goals and in what individual situation. There's**

10 **lots of things you could be doing to assist.**

11 Q And is it your testimony today that, even

12 though both of these retainer agreements say it's for the

13 purpose of purchasing the Auburn property, the law firm

14 was not involved in trying to help Charles Brown obtain

15 title to the Auburn property? Is that correct?

16 **A The specific property and the specific address**

17 **was 2315 North Decatur, the same as named in the Purchase**

18 **Agreement. That's the property we were talking about.**

19 Q Okay. And that property is not referenced in

20 the Scope and Duties of either of the representation

21 agreements; correct?

22 MR. WEINSTOCK: Documents speak for themselves.

23 We've gone over those documents --

24 BY MS. BARRAZA:

25 Q Is that correct?

<p style="text-align: right;">150</p> <p>1 MR. WEINSTOCK: -- ad nauseam. 2 BY MS. BARRAZA: 3 Q Is that correct? 4 A In that section it says "Auburn." Below it 5 talks about Decatur. 6 Q And below it's talking about -- 7 A It's on the Purchase Agreement. 8 Q Below it's talking about how the law firm is 9 going to get paid; correct? 10 A It's also referencing the property that's 11 being -- that we were talking about in the transaction. 12 Q So where does it say below -- on either 13 document, where does it say below that North Decatur 14 Boulevard is what the client is hiring the attorney for? 15 Where does -- 16 MR. WEINSTOCK: Objection; argumentative, document 17 speaks for itself. 18 BY MS. BARRAZA: 19 Q You can answer. 20 A We were only talking about one piece of 21 property that's at the exact address of 2315 North 22 Decatur. Now, if we referenced that as the -- as the 23 "Adriana property," it doesn't matter what you reference 24 it as. The understanding of the parties, me and my 25 client, is that the property we were talking about I'm</p>	<p style="text-align: right;">152</p> <p>1 piece of property that's in this Purchase Agreement. If 2 I put something -- a word in the Scopes and Duties 3 section, that to me doesn't matter if we knew the 4 property we're talking about. There's only one piece of 5 property we're talking about that this agreement was 6 written for. 7 Q Okay. So let's go back to the Purchase 8 Agreement, Exhibit 14. 9 All right. So do you see on here where it 10 references an effective date? 11 A Where are we? Where are you referencing? 12 Q Okay. So I'm looking at the Definitions on 13 page D 0006. Tell me whenever you're there. 14 A Okay, I'm on page 6. 15 Q So it looks like letter L. Do you see that 16 where it says "effective date"? 17 A Okay. 18 Q It says, "Effective date shall be the date this 19 agreement is executed by both purchaser and seller and 20 delivered to escrow agent." Do you see that? 21 A Correct. 22 Q So do you have any personal knowledge of the 23 Purchase Agreement ever being delivered to an escrow 24 agent? 25 A No, I didn't personally.</p>
<p style="text-align: right;">151</p> <p>1 assisting him with was the -- this property on Decatur. 2 If there was a cross street called Auburn or if we 3 decided to call it, you know, "Caesars Palace property," 4 we are only talking about this address. That's the 5 address we're talking about that's in the Purchase 6 Agreement. 7 Q So earlier in your testimony when we first went 8 over this and you saw it said Auburn property, your 9 testimony was, "Well, maybe that was another property 10 that we were involved in." So do you recall that? 11 MR. WEINSTOCK: I object; I think that's a 12 mischaracterization of testimony. 13 BY MS. BARRAZA: 14 Q Do you recall that? 15 MR. WEINSTOCK: That was never said. 16 BY MS. BARRAZA: 17 Q Do you recall that testimony? 18 A I don't recall phrasing it like that. I did 19 indicate that, as I told you earlier, there were several 20 properties he had discussed with me. I thought for a 21 moment, well, maybe that -- I wrote down the wrong 22 property. But now that you've refreshed my recollection 23 and we've gone over this, this retainer was an agreement 24 between me and Mr. Brown and was understood that only one 25 piece of property we were talking about, and that's the</p>	<p style="text-align: right;">153</p> <p>1 Q Now, aside from any communications you had with 2 Mr. Brown, did anything else give you the impression that 3 escrow was actually opened? 4 MR. WEINSTOCK: Again are you referring to anything 5 other than attorney-client-privileged discussion? 6 MS. BARRAZA: Yeah, that's what I literally just 7 said. I said, "aside from communications you had with 8 Mr. Brown." 9 THE WITNESS: Well, I wrote a check to the company 10 for escrow, and I see that it was processed, negotiated, 11 with a stamp on the back for the payee on August 21st, 12 2017. 13 BY MS. BARRAZA: 14 Q So is it your testimony that because of what 15 you wrote on the memo, that must mean -- on the memo of a 16 check -- that must mean that it was applied toward 17 escrow? Is that your testimony? 18 MR. WEINSTOCK: Objection; it's a 19 mischaracterization of testimony. 20 BY MS. BARRAZA: 21 Q No, I'm asking you. That's exactly why I'm 22 asking you, to clarify your testimony. 23 A Okay. What you asked me, was there anything 24 else and -- that would have given me the idea that escrow 25 opened. I didn't speak to them directly. I wrote a</p>

154

1 check to, I believe, the escrow company and it was
2 negotiated. So other than that, I didn't speak to them
3 directly.
 4 Q So is there anything else besides that?
5 A No.
 6 Q Okay. I'm just trying to think 'cause, you
 7 know, hypothetically if, you know, I write a check to --
 8 for example, if I write a check to the store paying for
 9 my groceries and I write in the memo "balloons" and I had
 10 not purchased balloons, I mean what I'm trying to figure
 11 out is would I be justified in thinking that's what I was
 12 paying for if I never got that? That's what I'm trying
 13 to figure out.
 14 MR. WEINSTOCK: Objection; argumentative, assuming
 15 facts not in evidence, calling for a legal conclusion.
 16 You can answer to the best you can.
 17 BY MS. BARRAZA:
 18 Q So would that make any sense to you?
19 A Well, in my business checks, we try always to
20 write in the memo section what the check is for.
 21 Q So is it your testimony --
22 A So there's -- pardon me?
 23 Q Is it your testimony that you weren't just
 24 writing in "escrow" to make it look like escrow?
25 A I wrote that believing that the check was going

155

1 to be used for the opening of escrow with this company.
 2 Q Now, do you recall -- I know you said
 3 Mr. Weinstock went to the hearing, but do you recall you
 4 were actually the one that went to that "motion for
 5 summary judgment" hearing?
6 A I don't specifically recall. We split up
7 hearings all the time.
 8 Q Do you recall ever representing during that
 9 hearing that you were not aware of the escrow company and
 10 you had to go step outside and make a call to your
 11 client? Do you recall that?
 12 MR. WEINSTOCK: Objection; assuming facts not in
 13 evidence. If you have evidence of that, you can show it
 14 to him.
15 THE WITNESS: As I said to you earlier, I personally
16 had not spoken to the escrow company. Do I recall at
17 that hearing having to go outside? I don't recall
18 offhand. I'd have to refresh my recollection, maybe look
19 at the minutes.
 20 MS. BARRAZA: Okay.
 21 Q So I'm just trying to understand the timeline.
 22 The timeline is your law firm pays what, according to
 23 you, you believed was escrow and you paid this to
 24 Financial Solutions. Then what I'm just trying to figure
 25 out is why wasn't that specified in the briefing and why

156

1 wasn't that relayed to the Court at the hearing? Why
 2 wouldn't you just say, "Oh, it's already been done. It's
 3 paid to Financial Solutions"?
 4 MR. WEINSTOCK: Objection; assuming facts not in
 5 evidence, irrelevant, speculation.
 6 BY MS. BARRAZA:
 7 Q You can answer.
8 A You know, I can't say. Maybe it should have
9 been explained a little better to the Court.
 10 Q I mean if your law firm personally paid to open
 11 up escrow, why wouldn't you just say that at the hearing?
 12 MR. WEINSTOCK: Objection; argumentative.
 13 BY MS. BARRAZA:
 14 Q You can answer.
15 A I don't recall exactly what was said at the
16 hearing.
 17 Q Okay.
18 A If you want me to review the transcript of the
19 hearing or there's a videotape of the hearing, you know,
20 I'd be happy to try to review it; but I do a lot of
21 hearings and I don't recall exactly what I said.
 22 Q Let's look at that same Exhibit 14. I want to
 23 go to page D 0007. Tell me whenever you're there.
24 A There.
 25 Q It looks like section R, Proof of Funds, it

157

1 says, "Purchaser shall deliver to seller written
 2 verification in the form of bank, investment, or lending
 3 institution statements of funds in the amount of \$99,000
 4 within seven business days of the effective date." Do
 5 you see that?
6 A Okay.
 7 Q And it says, "In the event purchaser does not
 8 provide said written verification of funds, seller may
 9 elect to cancel the escrow." Do you see that?
10 A Yes.
 11 Q So do you have any personal knowledge that
 12 \$99,000 was ever deposited or -- I mean provided to the
 13 Atkinsons within seven business days of the effective
 14 date?
 15 MR. WEINSTOCK: Objection; relevance, foundation.
 16 BY MS. BARRAZA:
 17 Q You can answer.
18 A I have no personal knowledge.
 19 Q So I just want to go over what -- did you
 20 conduct any other due diligence -- aside from just
 21 talking to Charles Brown, did you conduct any other due
 22 diligence -- and when I say "you" I mean the law firm --
 23 as to the merits of Charles Brown's claim that the
 24 Atkinsons had breached the Purchase Agreement?
 25 MR. WEINSTOCK: Objection; relevance.

<p style="text-align: right;">158</p> <p>1 THE WITNESS: As I sit here right now, I can't tell 2 you everything we did, but I do recall some information 3 being provided to me as we did the -- as was indicated in 4 that Harper letter, that there was some financing 5 available, but I don't remember what the financing was. 6 You'll have to speak to Mr. Brown about that. I don't 7 recall what all the financial arrangements were. 8 BY MS. BARRAZA: 9 Q So after you first sent that letter -- actually 10 let me back up a little bit. 11 Did the law firm ever participate in drafting 12 any Purchase Agreement that would have included Stacy 13 Brown as the purchaser? 14 A Not that I recall. 15 Q Is the law firm aware of any such Purchase 16 Agreement existing? 17 A I don't recall any such agreement myself, but 18 you'd have to refresh my recollection. 19 Q Okay. So after that letter was sent out from 20 the law firm in December of 2017, Exhibit 13, after that 21 was sent out, then what happened as far as what was next 22 with this Charles Brown matter? 23 A So I don't recall whether we got a response to 24 that letter or not. I'd have to look through the file. 25 And then at some point in time -- it looks like it wasn't</p>	<p style="text-align: right;">160</p> <p>1 make a call or receive a call -- I get lots of calls 2 every day. I don't always get the opportunity to put it 3 in Time Matters, quite frankly, and I know some of the 4 other individuals working here don't always put every 5 phone call in Time Matters as they should. 6 Q Okay. At some point did -- there was a 7 Complaint filed; is that correct? 8 A Yes. That's in Exhibit 15 that you -- 9 Q Okay. And whose decision was it to file that 10 lawsuit? 11 A I'm sure it was my decision in consultation 12 with the client. I mean it's really the client -- as you 13 know, really that's a decision for the client and we just 14 represent the client. 15 Q So would you have actually met with Charles 16 Brown or spoken to him over the phone or emailed him to 17 go over the decision to file that lawsuit? 18 A Yes, I would have spoken to him about it. 19 Q Okay. And that kind of thing would normally be 20 reflected in the Time Matters billings; correct? 21 A It should be, but it's not always reflected 22 there. Every phone call is not reflected in Time 23 Matters. 24 Q So if we go to Exhibit 15, that's the 25 Complaint. This Complaint is not -- it's not a Verified</p>
<p style="text-align: right;">159</p> <p>1 until May that we filed the Complaint. So I'd have to go 2 through the file and see if there's any other 3 correspondence or if there's any response from the 4 Atkinsons' letter, what happened between December and May 5 when the Complaint was filed. As I sit here now, I don't 6 recall. 7 Q Okay. And anything I ke that, anything as far 8 as any phone calls, any letters, normally should be 9 reflected in the Time Matters; right? 10 MR. WEINSTOCK: Objection; attorney-client 11 privilege. 12 BY MS. BARRAZA: 13 Q That's not even asking anything to do with 14 attorney-client privilege. So are you going to answer 15 that question? 16 MR. WEINSTOCK: He can answer it without getting 17 into things he did at the request of the client. 18 MS. BARRAZA: No, I'm not even asking anything that 19 he did. 20 Q I'm saying if there were any letters, if there 21 were any communications, if there were any phone calls, 22 normally that would get reflected in the Time Matters 23 database. Is that correct? 24 A It should be, but they're not always reflected 25 in the Time Matters management program. So every time I</p>	<p style="text-align: right;">161</p> <p>1 Complaint; is that correct? 2 A Correct. 3 Q Now, did the law firm actually -- well, let me 4 ask you this: You mentioned the other attorney who was 5 working on the draft of the Complaint. Did you have any 6 involvement in drafting the Complaint? 7 A I'm sure I had some involvement, but on the 8 other hand I'm sure, 'cause I see his signature, that he 9 was primarily charged with drafting of this Complaint. 10 Q So did the law firm actually show Charles Brown 11 a draft of this Complaint before filing it? 12 A That is the normal process, is that we show 13 drafts as we go along to make sure the information is 14 correct. Do I have personal knowledge of whether 15 Mr. Brown was shown this draft? I don't recall. 16 Q Let's look at page 4 of Exhibit 15, 17 paragraph 17 -- I mean line 17. No, I do mean 18 paragraph 17. Do you see how it says, "Brown has fully 19 performed his obligations to Atkinson under the Purchase 20 Agreement"? 21 A Yes. 22 Q "Or else his performance was excused by 23 Atkinsons' conduct"? Do you see that? 24 A Yes. 25 Q So what was the basis for that, for "Brown has</p>

<p style="text-align: right;">162</p> <p>1 fully performed his obligations to the Atkinsons"?</p> <p>2 MR. WEINSTOCK: Objection; attorney-client</p> <p>3 privilege.</p> <p>4 BY MS. BARRAZA:</p> <p>5 Q So according to the Complaint, what was the</p> <p>6 basis for that?</p> <p>7 A I would have to speak with Mr. Dorman, who</p> <p>8 helped draft it, or Mr. Brown to make sure I gave you an</p> <p>9 accurate answer.</p> <p>10 Q As you sit here today, you have no personal</p> <p>11 knowledge of Mr. Brown performing his obligations under</p> <p>12 the Purchase Agreement; is that correct?</p> <p>13 A Well, no, I have no personal knowledge.</p> <p>14 Q Let's go to page 6 of Exhibit 14, paragraph 28.</p> <p>15 Do you see how it says, "Brown conferred numerous</p> <p>16 benefits on the Atkinsons by, among other things, buying</p> <p>17 the property for above market value"? Do you see that?</p> <p>18 A Yes.</p> <p>19 Q So what does that mean?</p> <p>20 A Other than the plain language that says he</p> <p>21 conferred numerous benefits, I think we'd have to speak</p> <p>22 to Mr. Brown as to exactly what those benefits are.</p> <p>23 Q So as you sit here today, you have no knowledge</p> <p>24 of what any of those benefits would be?</p> <p>25 A As I sit here right now. Maybe I have some</p>	<p style="text-align: right;">164</p> <p>1 A No, I have not.</p> <p>2 Q Do you know who Austin Smoot is?</p> <p>3 A No, I personally don't recall who that is.</p> <p>4 Q Now, do you know what involvement Ticor Title</p> <p>5 had with this property?</p> <p>6 A They were a title insurance company and I</p> <p>7 believe they -- that Mr. Brown purchased some title</p> <p>8 insurance.</p> <p>9 Q Did you ever talk to anybody at Ticor Title?</p> <p>10 A Personally I don't recall talking to them.</p> <p>11 Q Did anybody from your law firm?</p> <p>12 MR. WEINSTOCK: Calls for speculation.</p> <p>13 MS. BARRAZA: That was something that was listed in</p> <p>14 the topics for this deposition.</p> <p>15 Q So did anybody from your law firm talk to</p> <p>16 anyone from Ticor Title?</p> <p>17 A I don't recall. I don't recall. You know, at</p> <p>18 the time I know we had Mr. Dorman involved with the</p> <p>19 handling of this litigation, who was an experienced</p> <p>20 attorney, but I don't recall -- I don't have any personal</p> <p>21 knowledge about anyone speaking directly with Ticor Title</p> <p>22 of Nevada. I do know there was some kind of a document</p> <p>23 listed that showed Financial Solutions & Real Estate</p> <p>24 Network as escrow officers.</p> <p>25 Q So my question is, going back to -- going back</p>
<p style="text-align: right;">163</p> <p>1 notes in my file, but as I sit here right now, I don't</p> <p>2 have any knowledge.</p> <p>3 MR. WEINSTOCK: And I would object those notes would</p> <p>4 be attorney-client.</p> <p>5 BY MS. BARRAZA:</p> <p>6 Q So have you ever -- let me just ask you this:</p> <p>7 What is the standard kind of -- let me strike that.</p> <p>8 So after you filed this lawsuit in May of 2018,</p> <p>9 then what happened with the litigation?</p> <p>10 A What happened in the litigation?</p> <p>11 Q Yes.</p> <p>12 A Eventually the Court ruled in the Atkinsons'</p> <p>13 favor.</p> <p>14 Q So did you ever depose the Atkinsons in</p> <p>15 discovery?</p> <p>16 A I do not believe we did.</p> <p>17 Q Why not?</p> <p>18 A I -- as I sit here I can't tell you why we</p> <p>19 didn't, but no, we didn't get to the point where we</p> <p>20 deposed them.</p> <p>21 Q Do you know who Tracy Williams is?</p> <p>22 A I don't recall who that is.</p> <p>23 Q She's listed in Charles Brown's disclosures as</p> <p>24 a representative from Financial Solutions. Have you ever</p> <p>25 spoken to a Tracy Williams?</p>	<p style="text-align: right;">165</p> <p>1 to the Complaint, yeah, so going back to paragraph 28 of</p> <p>2 Exhibit 15, how it said, "Brown conferred numerous</p> <p>3 benefits on the Atkinsons by, among other things, buying</p> <p>4 the property for above market value," so I mean I'm</p> <p>5 trying to figure out, because earlier you had just</p> <p>6 testified that, based on your review of the documents,</p> <p>7 the property was valued at 250,000 and they were</p> <p>8 purchasing it at 100,000. So how were they -- how was</p> <p>9 Brown buying the property at above market value?</p> <p>10 MR. WEINSTOCK: Objection; calls for speculation.</p> <p>11 BY MS. BARRAZA:</p> <p>12 Q You can answer.</p> <p>13 A As you recall that appraisal, they were talking</p> <p>14 about the property being converted and the other use it</p> <p>15 would be for. It was a residential property, but it</p> <p>16 could be converted to commercial; and with that lease</p> <p>17 agreement for a car lease, that it would then be -- it</p> <p>18 would be worth more money after changes were made and</p> <p>19 their being hired out.</p> <p>20 Q Do you have any knowledge of the Decatur</p> <p>21 property ever being appraised or valued by a professional</p> <p>22 at less than \$100,000?</p> <p>23 A As I sit here now, I don't have any</p> <p>24 recollection of that.</p> <p>25 Q Okay. So who was Kelly Mortgage and Realty?</p>

166	<p>1 A I don't know. I don't recall who they are.</p> <p>2 Q Okay. Do you know who Veda Williams is?</p> <p>3 A Don't personally know her, no.</p> <p>4 Q Has anybody from the law firm ever spoken to</p> <p>5 Veda Williams?</p> <p>6 A I don't know whether they have or not.</p> <p>7 Q Because again that was one of the topics that</p> <p>8 was noticed for today.</p> <p>9 Now, has anybody in the law firm ever spoken to</p> <p>10 Tracy Kelly?</p> <p>11 A Tracy Kelly?</p> <p>12 Q Tracy Kelly.</p> <p>13 A To the best of my knowledge, I don't believe</p> <p>14 so.</p> <p>15 Q So let's go to Exhibit 11. Tell me whenever</p> <p>16 you're there.</p> <p>17 MR. WEINSTOCK: What page is Exhibit 11?</p> <p>18 MS. BARRAZA: It's not a Bates stamp. It just says</p> <p>19 "Plaintiff Brown's Initial Disclosures." It says</p> <p>20 "electronically served October 25th, 2018" at the top.</p> <p>21 THE WITNESS: Okay, I've got it, Plaintiff Brown's</p> <p>22 Initial Disclosures, Bates stamp -- or Atkinson</p> <p>23 stamp 329.</p> <p>24 MS. BARRAZA: Correct.</p> <p>25 Q So the page I want you to go to -- well, let me</p>	168	<p>1 to me.</p> <p>2 Q So did you receive this letter from Charles</p> <p>3 Brown and that's how it ended up in the disclosures?</p> <p>4 A I would say yes.</p> <p>5 Q Okay. Your law firm has never exchanged any</p> <p>6 email communications or any communications with Kelly</p> <p>7 Mortgage Realty; is that correct?</p> <p>8 A I know -- I mean, you know, they could have</p> <p>9 emailed it to us, but I don't recall them emailing it to</p> <p>10 us; and if they did, it would have been at the direction</p> <p>11 of Mr. Brown.</p> <p>12 Q So this letter says, "This letter is to inform</p> <p>13 you that Stacy Brown has been pre-approved for a loan."</p> <p>14 Do you see that?</p> <p>15 A I see that.</p> <p>16 Q So why would it be sent to you -- you said it</p> <p>17 could have been emailed to you. Why would it be sent to</p> <p>18 you if it has to do with Stacy Brown?</p> <p>19 MR. WEINSTOCK: Objection; calls for speculation.</p> <p>20 He doesn't know why.</p> <p>21 THE WITNESS: You asked me the question could this</p> <p>22 have been emailed or sent to me. So there's always that</p> <p>23 possibility that it could have been directed by someone</p> <p>24 to send it to me. Now, I would have only gotten this</p> <p>25 through my client, Mr. Brown, whether he personally</p>
167	<p>1 just ask you this.</p> <p>2 A That's Exhibit 11; right?</p> <p>3 Q Yeah. Does that appear to be the disclosures</p> <p>4 that your law firm had served in the "Brown versus</p> <p>5 Atkinson" matter?</p> <p>6 A I mean I haven't reviewed it, but I'm assuming</p> <p>7 this appears to be, yes.</p> <p>8 Q Can you turn to Bates stamp ATKINSON 364 and</p> <p>9 tell me whenever you're there.</p> <p>10 A Okay. Kelly Mortgage and Realty, yes.</p> <p>11 Q All right. Do you see at the top it says this</p> <p>12 letter is dated July 31st, 2017?</p> <p>13 A Yes.</p> <p>14 Q Okay. Now, this letter, obviously it was</p> <p>15 included in Charles Brown's initial disclosures. So what</p> <p>16 do you understand this letter to be?</p> <p>17 A Say that again, ma'am.</p> <p>18 Q What do you understand this letter to be?</p> <p>19 A It looks like a pre-approval letter for a loan</p> <p>20 of \$200,000.</p> <p>21 Q So did -- because it doesn't indicate who this</p> <p>22 letter is even addressed to. Did this letter come</p> <p>23 straight to you or did you get this letter from Charles</p> <p>24 Brown?</p> <p>25 A I don't see any reason why it would have come</p>	169	<p>1 delivered it or whether he directed them to send the</p> <p>2 email to me. That's what I know. You're asking if</p> <p>3 there's any possibility that somebody could have emailed.</p> <p>4 I don't know. I'm not checking the email right now.</p> <p>5 BY MS. BARRAZA:</p> <p>6 Q This letter, ATKINSON 364, did you actually</p> <p>7 look at this before including it in Charles Brown's</p> <p>8 disclosures?</p> <p>9 A If I had it in my file or I had this available,</p> <p>10 I would have just provided it as a disclosure as the</p> <p>11 rules require.</p> <p>12 Q Well, the rules require you to disclose</p> <p>13 anything that's going to be used in the case. So how</p> <p>14 could this have been possibly used in the case if it</p> <p>15 doesn't have anything to do with Charles Brown being</p> <p>16 approved for anything?</p> <p>17 A Well, Stacy Brown is his wife. You know, you</p> <p>18 could -- certainly they could be involved in a -- I don't</p> <p>19 know. It says Stacy Brown there.</p> <p>20 Q Are you aware of Stacy Brown ever attempting to</p> <p>21 purchase the Decatur property?</p> <p>22 A I don't know. They're husband -- my</p> <p>23 understanding, they're husband and wife. So they -- as</p> <p>24 you know, it's a community-property state.</p> <p>25 Q Is it your understanding that Stacy Brown could</p>

<p style="text-align: right;">170</p> <p>1 have obtained a loan for the property but not been on the 2 title to the property? 3 MR. WEINSTOCK: Objection; calls for speculation, 4 calls for a legal conclusion. 5 BY MS. BARRAZA: 6 Q You can answer. 7 A I, you know, don't know; and what discussions I 8 had with my client about that would be privileged. So 9 all I'm saying is this is a community-property state. So 10 if Mr. Brown purchases something under his name, it would 11 be half his wife's now. 12 Q Is it your testimony that Stacy Brown would not 13 have to be listed on the Purchase Agreement? 14 MR. WEINSTOCK: Objection; calls for a legal 15 conclusion, beyond the scope of his expertise. 16 BY MS. BARRAZA: 17 Q You can answer. 18 MR. WEINSTOCK: And relevance. 19 BY MS. BARRAZA: 20 Q You can answer. 21 A In a community-property state, if one spouse 22 purchases property, even if the other spouse's name is 23 not on it, they will have some interest in it. They'll 24 have a community-property interest. 25 Q What does that have to do with this question?</p>	<p style="text-align: right;">172</p> <p>1 got approved for a loan and if she at escrow put the 2 funds up on behalf of her -- you know, her husband, then 3 they would be able to go forward with the transaction. 4 Q Have you ever seen that scenario actually play 5 out in any kind of real estate transaction? 6 MR. WEINSTOCK: Objection; relevance, foundation. 7 BY MS. BARRAZA: 8 Q You can answer. 9 A I've seen real estate transactions where one 10 spouse qualifies for a loan and the other spouse -- and 11 purchases a property. 12 Q So you're saying you've seen real estate 13 transactions where one spouse qualifies for the loan and 14 the other spouse purchases the property? Is that what 15 you just said? 16 A No, no, no. The spouse who qualifies for the 17 loan now gets on the property and they have their 18 community-property interest and community-property debt. 19 Q So the spouse who qualifies for the loan gets 20 included on the Purchase Agreement? 21 A Ultimately I think they would be, yes. 22 Q So how would they be? 23 A I mean eventually I think they would have to be 24 there at escrow and sign. It depends on the requirement 25 of the finance company. More than likely they would want</p>
<p style="text-align: right;">171</p> <p>1 Because this question is about we have Charles Brown 2 listed on the Purchase Agreement -- 3 A Okay. 4 Q -- but he's not the one with this Kelly 5 Mortgage and Realty approval letter. It's Stacy Brown. 6 So how does -- how would Stacy Brown -- even if she's 7 approved for a loan, she didn't sign that Purchase 8 Agreement. So what does this pre-approval have anything 9 to do with this case? 10 MR. WEINSTOCK: Objection; calls for speculation, 11 legal conclusion on the deponent's part, outside the 12 scope of his expertise, and relevance. 13 BY MS. BARRAZA: 14 Q So let's just say that -- let's just say that 15 this is a true -- this Kelly Mortgage and Realty document 16 is, you know, valid and Stacy Brown really did get 17 approved for purchasing the Decatur property. But how 18 would the Atkinsons be bound to sell their property to 19 Stacy Brown when she never signed the Purchase Agreement? 20 MR. WEINSTOCK: Objection; relevance and calls for a 21 legal conclusion. 22 BY MS. BARRAZA: 23 Q You can answer. 24 A Well, if -- I mean you're asking me to 25 speculate. If Miss Brown, as the spouse of Mr. Brown,</p>	<p style="text-align: right;">173</p> <p>1 whoever they're putting the loan in, their name to be on 2 all of the documents. 3 Q Which includes the Purchase Agreement; correct? 4 A Mainly they want them on the mortgage and on 5 the deed. 6 Q So they don't need to be on the Purchase 7 Agreement at all? 8 MR. WEINSTOCK: Objection; this is argumentative, 9 and can I ask you as counsel, are we trying to relitigate 10 the original lawsuit between Brown and Atkinson here in 11 court? I mean what relevance does this have to do with 12 anything in the lawsuit between the Atkinsons and 13 Mr. Winder or the law firm? Why are we getting into 14 this? 15 MS. BARRAZA: That answer is in the Complaint. So 16 if you actually review the Complaint, you'll see that 17 there are specific allegations regarding Kelly Mortgage 18 and Realty. So these go directly to the allegations in 19 the Complaint. 20 Q Now, my question is, what independent inquiry, 21 if any, did the law firm conduct into the validity of 22 this document, this Exh bit 11, ATKINSON 364? 23 A I don't believe we -- best of my knowledge, I 24 don't believe we conducted any more -- we didn't conduct 25 any more independent investigation into that document.</p>

<p style="text-align: right;">174</p> <p>1 Q Now, why didn't the law firm obtain a 2 custodial -- an Affidavit from the custodial 3 representative of Kelly Mortgage and Realty in order to 4 make this document actually admiss ble as evidence? 5 MR. WEINSTOCK: Objection; relevance, foundation. 6 BY MS. BARRAZA: 7 Q You can answer. 8 A At the time we were doing the disclosures, we 9 didn't have to have that. If we were going to be going 10 further forward with the case, then yes, there would have 11 to be an Affidavit of the custodian; but we disclosed 12 what we had at the time. I believe that is what 13 occurred. 14 Q So this was included in -- this letter was 15 included in -- one second. So let's get to -- actually 16 let me ask you this first: Do you have any personal 17 knowledge as you sit here today why ATKINSON 364 -- why 18 it says purchase price is going to be \$250,000? 19 A No. 20 Q Do you have any personal knowledge as to why it 21 says loan amount \$200,000? 22 A No. 23 Q And does that make any sense to you as you read 24 this? 25 MR. WEINSTOCK: Objection; irrelevant. It doesn't</p>	<p style="text-align: right;">176</p> <p>1 validity of that letter. 2 MS. BARRAZA: Okay. 3 Q So let's turn to Exhibit 16. Tell me whenever 4 you're there. 5 A What is Exhibit 16? 6 MR. WEINSTOCK: Is this the Affidavit of Tracy 7 Kelly? 8 MS. BARRAZA: This is correct. 9 THE WITNESS: Okay. 10 MS. BARRAZA: All right. 11 Q So do you recognize -- have you ever seen this 12 Affidavit? 13 A You know, I mean I don't recollect it, but I 14 believe it was a -- I believe I have seen it before. 15 Q So this was included in the Atkinsons' first 16 supplemental disclosures that was done in December of 17 2018. If it was included in those disclosures, would you 18 have normally actually reviewed what had been disclosed? 19 A Well, I or one of the attorneys who were 20 working on the case would have reviewed it. 21 Q So this Affidavit states that it's written by a 22 Tracy Kelly, who is the president/broker of record for 23 Kelly Mortgage. Do you see that? 24 MR. WEINSTOCK: Objection; it's a hearsay document 25 at this point.</p>
<p style="text-align: right;">175</p> <p>1 need to make sense to him. 2 BY MS. BARRAZA: 3 Q You can answer. 4 Sorry, what did you say? 5 A I mean I've been in situations where a loan 6 is -- loan amount is of course less than the purchase 7 price. I've seen that. I mean the buyer must put up the 8 additional money. 9 Q As you sit here today, knowing everything that 10 has come about in the Atkinson litigation, as you sit 11 here today, do you believe that this letter, this 12 ATKINSON 364, is a valid letter? 13 A Well, that particular litigation we've been 14 through and the Judge ruled against the Brown -- Charles 15 Brown, and so that case is over. I don't have to form an 16 opinion as to the value of the evidence or value of that 17 letter. 18 Q So what is your opinion? That's what I'm 19 asking you for. 20 A I don't have an opinion. 21 Q So is your opinion that this letter is valid? 22 MR. WEINSTOCK: Objection; asked and answered and 23 you're asking him to second-guess the Judge's ruling. 24 MS. BARRAZA: No, I'm not. 25 THE WITNESS: I don't have an opinion as to the</p>	<p style="text-align: right;">177</p> <p>1 BY MS. BARRAZA: 2 Q Do you see that? 3 A Hold on a second. What's the question again? 4 Q This Affidavit states that it's from Tracy 5 Kelly, who is the president/broker of record of Kelly 6 Mortgage, Inc. Do you see that? 7 A Yes, I see that. 8 Q Now, No. 6 on page ATKINSON 17, do you see how 9 it says, "The letter was not produced by my office or 10 anyone affiliated to it. The letterhead and the location 11 of the company address on the letter is clearly forged 12 and different from our true letterhead." Do you see 13 that? 14 A Yes, I see that. 15 Q Do you have any personal knowledge to refute 16 that? 17 A No. This was dated November of 2018. I think 18 we filed our lawsuit in May, but I have no personal 19 knowledge to refute that. 20 Q Okay. And so what is -- after you reviewed 21 this once it was disclosed in the Atkinson litigation, 22 did you continue to try to portray the Kelly Mortgage and 23 Realty letter as a valid document? 24 MR. WEINSTOCK: Objection; relevance. He's an 25 attorney representing a client.</p>

<p style="text-align: right;">178</p> <p>1 BY MS. BARRAZA: 2 Q You can answer. 3 A No. I -- my office submitted that Kelly letter 4 as part of the disclosures. I know I actually, after 5 this -- after reviewing this Affidavit of Miss Kelly, I 6 spoke with Mr. Brown about this; and I can't get into our 7 conversation, but I remember speaking with Mr. Brown 8 about this Affidavit. 9 Q Were you and Charles Brown working with Veda 10 Williams? 11 A I never had any contact with Veda Williams or 12 Kelly Mortgage. 13 Q You just said it's possible that the law firm 14 could have received an email from Kelly Mortgage. Is 15 that correct? 16 A No, no. You were asking me is it possible that 17 an email could have come. I don't know every single 18 email, so it's always possible that an email could come. 19 I already told you that it would not have been at my 20 direction or request. It would have -- only the Browns 21 would have requested information from Kelly Mortgage or 22 any other company. So is it possible that an email came? 23 I don't believe it was emailed. I believe it came from 24 the Browns, but I can't tell you a hundred percent that 25 the -- there was never an email. I don't want you to</p>	<p style="text-align: right;">180</p> <p>1 MR. WEINSTOCK: Objection; document speaks for 2 itself. He does not need to explain it. 3 MS. BARRAZA: Okay. 4 Q You do need to explain it. Answer my question. 5 Go ahead. What is this document to you? 6 A It says it's a Conditional Loan Quote. 7 Q Were you personally emailed or provided this 8 document or did you get it from Charles Brown? 9 A I would have gotten this from the client. 10 Q Okay. Do you see how this says that the 11 borrower would be Stacy Brown? 12 A I do see that. 13 Q Do you see how this is not executed? 14 A Well, I don't see any -- the initials or the 15 signatures. 16 Q So why were you disclosing unexecuted 17 documents? 18 A Because I believe in the rules I got to 19 disclose the documents that have been provided to me. 20 Q Is that what you believe the rule is? 21 MR. WEINSTOCK: Objection; relevance as to his 22 belief. 23 BY MS. BARRAZA: 24 Q Were you intending to make any kind of argument 25 to the Court that this unexecuted document has any</p>
<p style="text-align: right;">179</p> <p>1 tell me later, "Well, I got a copy of an email." I don't 2 know whether it was emailed or not. 3 Q Have you looked through your own company -- 4 your own law firm's emails to determine exactly what kind 5 of communications you've had with -- not with Charles 6 Brown but with any of the other entities like Kelly 7 Mortgage and Realty? 8 A I've been sick and out of the office for three 9 weeks. So, no, I have not made that type of inquiry. 10 Q So let's go to Exhibit 17. Tell me whenever 11 you're there. 12 A Okay, I'm at Exhibit 17 now. 13 Q So Exhibit 17 is Plaintiff Brown's First 14 Supplement to Initial Disclosures. I want to go to -- 15 included in this first supplement it looks like there's a 16 Conditional Loan Quote. Do you see that? 17 A What page are we talking about? 18 Q It's on the fifth page. 19 A Conditional Loan and Good Faith Estimate. 20 Q Are you there? 21 A No. 22 Q So it's right after the Certificate of Service 23 of the First Supplement to Initial Disclosures. 24 A Okay, Conditional Loan Quote. 25 Q Okay. So what is this document?</p>	<p style="text-align: right;">181</p> <p>1 bearing on whether Charles Brown should get the property? 2 MR. WEINSTOCK: Objection; relevance, speculation, 3 and again we're not relitigating the case over again. 4 THE WITNESS: You know, if I have to answer that 5 question, I don't know what all arguments I was going to 6 be making on behalf of my client. So, you know, I 7 disclosed documents, and then you could determine whether 8 or not it was going to be an argument that was going to 9 be valid or not. 10 BY MS. BARRAZA: 11 Q Who is Edmond Daire? 12 A I do not know, as I sit here, who Edmond Daire 13 is. 14 Q You don't have any recollection of ever 15 speaking to an Edmond Daire? 16 A No, I do not. 17 Q Okay. Do you think he has anything to do with 18 the underlying litigation between the Browns and the 19 Atkinsons? 20 A I don't recall who he is. So I don't know if 21 he has anything to do with it or not. 22 Q Okay. 23 A It was three years ago. 24 Q So let's go to Exhibit 18. Tell me whenever 25 you're there.</p>

<p style="text-align: right;">182</p> <p>1 A I'm here.</p> <p>2 Q So I'll represent to you this is a supplemental</p> <p>3 exhibit. This was filed on January 16th, 2019. Do you</p> <p>4 see that?</p> <p>5 A Yes.</p> <p>6 Q Okay. Now, my question is, do you recall that</p> <p>7 this was actually filed the day before that "motion for</p> <p>8 summary judgment" hearing on January 17th, 2019?</p> <p>9 A I have no reason to dispute what you're saying.</p> <p>10 The file date is January 16th. I don't recall the date</p> <p>11 of the hearing.</p> <p>12 Q Okay. Now, let's go through what exactly is</p> <p>13 being filed here.</p> <p>14 It looks like on page 1 of Exhibit 18 there is</p> <p>15 a list of -- a list of documents. Do you see how it says</p> <p>16 No. 1, Citibank account?</p> <p>17 A You said page 1 of the document or page 1 of</p> <p>18 the exhibit?</p> <p>19 Q Page 1 of Exhibit 18, so page 1 of the</p> <p>20 supplemental exhibits of the file document that we were</p> <p>21 just talking about.</p> <p>22 A Okay. It says Citibank account and it gives a</p> <p>23 number on line 24?</p> <p>24 Q And then it says "California driver's license"</p> <p>25 and then it says "Affidavit of Edmund Daire"?</p>	<p style="text-align: right;">184</p> <p>1 from the client.</p> <p>2 Q Now, is there any record of the law firm</p> <p>3 exchanging any kind of communications with Edmund Daire?</p> <p>4 A Not that I recall.</p> <p>5 Q Okay. And have you looked through all of your</p> <p>6 law firm's emails and other correspondence to determine</p> <p>7 if that's the case?</p> <p>8 A No. I will do that.</p> <p>9 Q Okay. Now, let's go through -- when Mr. Brown</p> <p>10 provided you with this Affidavit, did the law firm</p> <p>11 conduct any kind of independent evaluation as to what it</p> <p>12 said and if it had any kind of relevancy or merit to this</p> <p>13 "Brown versus Atkinson" litigation?</p> <p>14 MR. WEINSTOCK: Objection; mischaracterizing</p> <p>15 testimony. There's no evidence that Mr. Daire provided</p> <p>16 this Affidavit to the office. The office received it, we</p> <p>17 believe, from our client.</p> <p>18 MS. BARRAZA: That's not even what the question was.</p> <p>19 I didn't even say that. I literally said, when Mr. Brown</p> <p>20 provided this Affidavit to the law firm, did the law</p> <p>21 firm --</p> <p>22 MR. WEINSTOCK: He did not provide it to the law</p> <p>23 firm.</p> <p>24 MS. BARRAZA: I'm not saying Mr. Daire,</p> <p>25 Mr. Weinstock.</p>
<p style="text-align: right;">183</p> <p>1 A Yes, I see that.</p> <p>2 Q So I want to go to -- I want to go a bit out of</p> <p>3 order because I think it makes more sense to go to No. 3.</p> <p>4 So if you can go to Exhibit 3, it's actually the last</p> <p>5 page of Exhibit 18. It says "Affidavit of Edmund</p> <p>6 Daire."</p> <p>7 A Okay.</p> <p>8 Q So how did this Affidavit come into your</p> <p>9 possession? Did you get this -- did the law firm get</p> <p>10 this from Charles Brown? How did they get this?</p> <p>11 A No. It would have come through the client.</p> <p>12 Q You're saying it would have come through -- it</p> <p>13 would have come through Charles Brown?</p> <p>14 MR. WEINSTOCK: Can we take two minutes? Our staff</p> <p>15 is leaving. We just got to tell them a couple things.</p> <p>16 MS. BARRAZA: That's fine.</p> <p>17 MR. WEINSTOCK: Thank you.</p> <p>18 (Brief recess taken.)</p> <p>19 BY MS. BARRAZA:</p> <p>20 Q So I just want to clarify what your answer was.</p> <p>21 I think you said -- I had asked how did the law firm get</p> <p>22 this Affidavit, and I think you said it would have come</p> <p>23 from the client? Is that what you said?</p> <p>24 A Yeah. I mean I don't recall exactly, but it</p> <p>25 would have -- my instincts tell me it would have come</p>	<p style="text-align: right;">185</p> <p>1 Q I'm saying, when Mr. Brown provided this</p> <p>2 Affidavit to the law firm, did the law firm conduct any</p> <p>3 kind of independent investigation into the validity of</p> <p>4 it, the merits of it, whether it had anything to do with</p> <p>5 the case, whether it had any kind of relevancy before</p> <p>6 just disclosing it and filing it actually?</p> <p>7 A I don't recall.</p> <p>8 Q Okay. Now, let's look through -- after reading</p> <p>9 the Affidavit of Edmund Daire, what do you understand</p> <p>10 the point of this Affidavit to be? What involvement did</p> <p>11 Edmund Daire even have in this transaction?</p> <p>12 MR. WEINSTOCK: For the record, I believe the</p> <p>13 document speaks for itself.</p> <p>14 BY MS. BARRAZA:</p> <p>15 Q You can answer.</p> <p>16 A Well, I'm reviewing the document and it says</p> <p>17 that he -- something to the effect that he stands in</p> <p>18 the -- as the identical party who made, executed, and</p> <p>19 delivered those certain funds or cash proceeds for the</p> <p>20 \$100,000 to grantee. So it's something about proof of</p> <p>21 funds and it's dated January 15th, 2019. So it's</p> <p>22 something regarding proof of funds or that the \$100,000</p> <p>23 was available.</p> <p>24 Q So why wasn't Edmund Daire ever listed as a</p> <p>25 witness to begin with?</p>

<p style="text-align: right;">186</p> <p>1 A Well, I don't know the date of our initial 2 disclosures, but maybe it was because -- I don't know. I 3 don't know the answer to that. Several people work on 4 the cases. I don't know why he wasn't listed. It might 5 have been -- this is dated January 15th, 2019 and maybe 6 we weren't aware. I do not know. 7 Q Did the law firm have any kind of input in 8 drafting this Affidavit? 9 A No. 10 Q Now, do you have any recollection as to whether 11 Charles Brown ever brought Edmund Daire up in his 12 deposition? 13 A No, I do not have any recollection. 14 Q Okay. Would it surprise you if his name never 15 even came up? 16 A I mean at this point, you know, I have no 17 opinion. 18 Q So let's look at Exhibit -- it's the same -- I 19 want to stick with Exhibit 18 but Exhibit 1 within 20 Exhibit 18. This appears to be Citibank account records. 21 Tell me whenever you're there. 22 A So Exhibit 1 and bank records? 23 Q Correct. 24 A From Edmund Daire? 25 Q Correct. Are you there?</p>	<p style="text-align: right;">188</p> <p>1 account? 2 MR. WEINSTOCK: Objection; the Affidavit speaks for 3 itself. Obviously you know it does not. 4 MS. BARRAZA: So I'm asking it as a question, so 5 whenever you're ready to answer. 6 MR. WEINSTOCK: The document speaks for itself. 7 MS. BARRAZA: The witness can answer. 8 THE WITNESS: So I'm looking at the document, which 9 of course speaks for itself. I don't see the word 10 "escrow" or "deposit" within the document as I am trying 11 to read it. 12 MS. BARRAZA: All right. 13 Q And so what was the outcome of the "Brown 14 versus Atkinson" litigation? 15 A I believe the case was dismissed. 16 Q Okay. And -- 17 A I don't recall whether it was -- anyway, the 18 case was dismissed. The defendant had prevailed. 19 Q Now, following that, at some point did the law 20 firm -- I would assume they issued Mr. Brown a closing 21 letter saying, you know, "This terminates our 22 representation"? Did they do something like that? 23 A I don't normally do closing letters. That's a 24 good idea. 25 Q Okay. So at this point did the law firm still</p>
<p style="text-align: right;">187</p> <p>1 A Yes, I'm there. 2 Q Okay. So do you see at the top right-hand 3 corner how it says, "statement period May 16th" -- it 4 looks like it says May 16th, 2016? 5 A Yes. 6 Q Okay. And then looking through the rest of 7 these statements, it references May of 2016. It goes 8 into May 31st, 2016. 9 So my question is, if these statements only 10 discuss alleged account information from May of 2016, is 11 it your opinion that that has any relevancy as to proof 12 of funds for when this Purchase Agreement was being 13 addressed in 2017? 14 MR. WEINSTOCK: Objection; relevance and again it's 15 already -- it's res judicata. It's already been decided. 16 BY MS. BARRAZA: 17 Q You can answer. 18 A What funds a person may have, you know, in May 19 of 2016 may have some relevance. I mean a person who 20 has \$500,000 in May of 2016 could still have \$100,000 in 21 May of 2017, a year later. The weight you give it is 22 what you -- it's up to you. 23 Q Do you think that a -- let me str ke that. 24 Does it say anywhere in Edmond Daire's 25 Affidavit that funds have been deposited into an escrow</p>	<p style="text-align: right;">189</p> <p>1 represent Charles Brown? 2 A No. 3 Q Okay. And when did the attorney-client 4 relationship end then? 5 MR. WEINSTOCK: I object that calls for a legal 6 conclusion. The attorney-client relationship never ends 7 until the client waives it. 8 BY MS. BARRAZA: 9 Q When did the legal representation for that 10 matter conclude? 11 A Well, I think our attorney-client relationship 12 ended at the time of our last conversation that I told 13 you I would go and try to check my phone records to see 14 when that was. 15 Q Which was over a year ago; is that correct? 16 A Which was over a year ago, to the best of my 17 recollection. 18 Q Okay. Let's go to Exhibit 19. Tell me 19 whenever you're there. 20 A I'm here. 21 Q I'll represent that this is what's been 22 produced to us from the law firm. Do you recognize this 23 as being documents related to the Time Matters that you 24 were referencing? 25 A Yes.</p>

190

1 Q Okay. Now, let's go through this a little bit.
 2 I'll represent to you that the first -- the earliest
 3 entry in here is actually on the last page, D 0020. It
 4 says 8-21-17. Tell me whenever you see it.
 5 **A 8-21-17, yes.**
 6 Q It says, "Brown, Charlie to see DMW per DMW,
 7 walk-in." Do you see that?
 8 **A Yes.**
 9 Q Now, I assume that means that -- what that
 10 means is that Charles Brown came into your office and met
 11 with you that day?
 12 **A Yes.**
 13 Q Okay. And was that the day that Mr. Brown
 14 signed any kind of representation agreements?
 15 **A He might have signed that day, yes. I think**
 16 **one of them is dated that 21st about --**
 17 Q Okay.
 18 **A -- August 2017.**
 19 Q Is there a reason why there's no time entry for
 20 the August 10th, 2017 agreement?
 21 MR. WEINSTOCK: Objection; relevance.
 22 **THE WITNESS: Mainly because I'm -- I need to track**
 23 **my time better.**
 24 BY MS. BARRAZA:
 25 Q Now, do you notice how there is no -- there are

191

1 no entries before 8-21-17? And so what I'm trying to
 2 figure out is why that is. If you were doing work such
 3 as reviewing documents and you were issuing checks, why
 4 is nothing in here until 8-21-17?
 5 MR. WEINSTOCK: Objection; relevance, asked and
 6 answered about 14 times now.
 7 BY MS. BARRAZA:
 8 Q So you can answer it.
 9 **A Because I don't always track my time and do the**
 10 **billing as I should. I don't track my time as well as I**
 11 **should.**
 12 Q Okay. So let's go to -- I want to go to a
 13 specific entry. I want to go to May 21st, which I think
 14 is on the first page. Yes, it's on the first page of
 15 Exhibit 19. Tell me whenever you're there. It's the
 16 first entry.
 17 **A I'm there.**
 18 Q So this entry says, "Draft email to client with
 19 a copy of Complaint. Add case to Time Matters." Do you
 20 see that?
 21 **A Yes.**
 22 Q So what do you mean by "add case to Time
 23 Matters"? Is that where you're opening up a case in Time
 24 Matters?
 25 **A Well, yeah. I mean the case was already added**

192

1 **to -- the client was in Time Matters, as you see, because**
 2 **of there's previous entries. Now there was a Complaint,**
 3 **so there would be a case and a case number. So you add**
 4 **that in so then you can link to that case number.**
 5 Q Okay. And tell me again, SLM, who is that
 6 again?
 7 **A That's Sheree Martin, who is a legal secretary.**
 8 Q Is she still a legal secretary for you?
 9 **A Yes, she is.**
 10 Q Okay. And so this email, was this email sent
 11 before or after the Complaint was filed where they're
 12 emailing a copy of the Complaint to the client?
 13 **A I'm sure we would have sent the file-stamped**
 14 **copy to the client. Drafts would have been provided to**
 15 **the client prior to.**
 16 Q Okay. Do you see any entries talking about any
 17 drafts being sent to the client or any meetings being set
 18 up with the client to discuss the Complaint?
 19 MR. WEINSTOCK: Objection; the document speaks for
 20 itself.
 21 **THE WITNESS: I would have to go through the whole**
 22 **thing, but I don't see any -- filed May 18th. I don't**
 23 **see an entry that's before May 18.**
 24 BY MS. BARRAZA:
 25 Q So if Charles Brown were to contend that really

193

1 the law firm was the one that wanted to go to litigation
 2 and not him, would that be inaccurate?
 3 MR. WEINSTOCK: Objection; calls for speculation,
 4 assumes facts not in evidence.
 5 **THE WITNESS: I wouldn't file a lawsuit on behalf of**
 6 **a client without their authorization.**
 7 MS. BARRAZA: Okay.
 8 Q Now let's go to -- I want to go to the entry
 9 dated May 29th, 2018. So it looks like it's on that same
 10 D 15. Do you see how it says, "scan and copy Notice of
 11 Lis Pendens"? Do you see that?
 12 **A Yes.**
 13 Q Okay. So what is that entry about?
 14 **A I think we prepared a Notice of Lis Pendens at**
 15 **that time to be placed on the property. I think that was**
 16 **at least sometime later, but that's what it says, that we**
 17 **scanned in a copy of a Notice of Lis Pendens, note**
 18 **original to Matt. Matt Peirce was another licensed**
 19 **attorney who was practicing under my office at that time.**
 20 Q And this would have been a Lis Pendens against
 21 the Decatur property?
 22 **A I'm sure -- I'm sure it was, yeah.**
 23 Q Let's go to Exhibit 20 and look at that Lis
 24 Pendens, and tell me whenever you're there.
 25 **A I'm looking at that.**

<p style="text-align: right;">194</p> <p>1 Q Okay. So it says Notice of Lis Pendens, and 2 then do you see the second page? 3 A Yes. 4 Q It looks like it's listing the property and it 5 says "Curtis Park Manor, Unit No. 2, plat book 5, page 6 24, lot 23, block 5." Then it says, "also known 7 as 5288 Auburn, Las Vegas, Nevada 89108-3008." Do you 8 see that? 9 A I do. 10 Q So why were you filing a Notice of Lis Pendens 11 against the Auburn property? 12 A I don't recall. It may have been just a 13 mistake. 14 Q Could it have been anything else? 15 A I don't -- I don't recall why we would have 16 done that other than just committing an error. 17 Q Okay. So, well, let's look at this further. 18 Page 2 it says, "dated May 23rd, 2018." Do you 19 see that? 20 A Yes. 21 Q And then at the top it's not filed until 22 May 25th. Do you see that? 23 A Yes, I saw the file stamp. 24 Q Why is there a discrepancy here in the dates? 25 A I signed the document one date and it didn't</p>	<p style="text-align: right;">196</p> <p>1 Q Yeah, and I'm trying to figure out how that 2 error came about. I just want to confirm your testimony. 3 It's your testimony that you and Charles Brown 4 were not attempting to put a Lis Pendens on the Auburn 5 property. Is that correct? 6 A I was not attempting to put a -- do anything, 7 any type of planned action with this property at -- what 8 is it -- 5288 Auburn. 9 Q Okay. And do you understand how people can 10 come to different conclusions when they look at the 11 representation agreement and they look at this 12 Lis Pendens? 13 MR. WEINSTOCK: Objection; relevance, assumes facts 14 not in evidence. 15 THE WITNESS: I think if a person looks just a 16 little bit deeper, they see that a couple days later that 17 notice was amended showing a different address so that 18 you knew the litigation was about the Decatur address, 19 and even the demand letter indicates the Decatur address. 20 So I think it's easy to see that we weren't suing 21 anything against this 5288 Auburn. 22 BY MS. BARRAZA: 23 Q So let's look at Exhibit 21. Tell me whenever 24 you're there. 25 A I'm there.</p>
<p style="text-align: right;">195</p> <p>1 get filed until couple days later. So I'm looking at 2 2018. May 23rd was a Wednesday and it looks like it 3 didn't get filed until Friday, Friday at 1:30. So I may 4 have signed it on Wednesday afternoon, Wednesday 5 evening -- I work late at times -- and it got filed a day 6 and a half later. 7 Q So you'll notice there's no recorded 8 Lis Pendens attached to this. Is there a reason why the 9 law firm did not attach the recorded -- any Lis Pendens 10 that was recorded in the property records to this Notice 11 of Lis Pendens? 12 MR. WEINSTOCK: Objection; assuming facts not in 13 evidence. 14 THE WITNESS: I don't recall whether we recorded it 15 or not, and if there's an error on it, I'm glad it wasn't 16 recorded. 17 BY MS. BARRAZA: 18 Q As you sit here today, you can't say for a fact 19 "yes" or "no" if there was a Lis Pendens recorded against 20 the Auburn property; is that correct? 21 A As I sit here, no, I can't say, but I know -- 22 in looking at the next exhibit, I know we amended that 23 Notice of Lis Pendens and changed it to the Decatur 24 property on May 30th. So we did an Amended Notice of Lis 25 Pendens, so that error was corrected.</p>	<p style="text-align: right;">197</p> <p>1 Q So this Notice of Lis Pendens references the 2 Decatur property; is that correct? 3 A Yeah. It says Amended Notice, so it was 4 amending the previous notice, yes. 5 Q Did the law firm actually record a Lis Pendens 6 against the Decatur property? 7 A I don't recall. 8 Q What is the law firm's understanding as to the 9 effect of a Lis Pendens? 10 A Lis Pendens just puts a notice that there is a 11 pending litigation regarding that property. 12 Q And practically what does that result in? Does 13 that result in, you know, issues with transferring the 14 property? What's the practical effect of that? 15 MR. WEINSTOCK: Objection; calls for speculation, 16 calls for legal conclusion, lack of foundation. 17 BY MS. BARRAZA: 18 Q You can answer. 19 A Part of what it does is puts any purchasers on 20 notice that there's litigation pending. 21 Q So let's go to -- back to Exhibit 19. I want 22 to go to 10-25-18. Looks like that's on page D 17. Tell 23 me whenever you're there. 24 A I'm on page 17. 10-25 you said? 25 Q Correct. So is this an entry indicating that</p>

<p style="text-align: right;">198</p> <p>1 Hamilton Moore was contacting Charles Brown to get his 2 responses to written discovery requests? 3 MR. WEINSTOCK: I would object; document speaks for 4 itself. 5 THE WITNESS: Sure. It's an entry where Mr. Moore 6 is tracking his time and indicating that he was assisting 7 in preparing Interrogatories and contacting the client. 8 BY MS. BARRAZA: 9 Q Were you involved in that process? 10 A Yes, I was. 11 Q And what is EOC? Whose initials are those? I 12 know it's not on that entry, but on some of the other 13 entries it says EOC. 14 A I can't recall offhand who would have been EOC. 15 I'll have to check my employment records. I'm trying to 16 think. E -- 17 Q And I assume AW, that means Arnold Weinstock? 18 A Yeah, AW would be Arnold Weinstock. 19 Q What about PS? 20 A Phil Singer. 21 Q Who is Phil Singer? 22 A Philip Singer. He's a law clerk. 23 Q Okay. What about -- it looks like there's an 24 IJM. Do you know who that is? 25 A I don't recall offhand IJM and EOC.</p>	<p style="text-align: right;">200</p> <p>1 Q Well, let's go to 11 -- sorry -- 1-18-19. 2 That's on the next page, D 18. It looks like this is a 3 Hamilton Moore entry. It says, "calls to entities 4 mentioned in documents." Do you see that? 5 A 1-18-19? 6 Q Correct. It's on page D 18. It's the third 7 entry. 8 A Okay, okay. There's a 1-18-19 at the very top. 9 Now I see it. It looks like it's kind of out of order 10 there, but anyway, "calls to entities mentioned in 11 documents." 12 Q Right. So exactly what entries -- what 13 entities were being contacted? 14 A I don't know without speaking to Mr. Moore and 15 seeing which entities. That's a good point. He should 16 have listed which entities he called. I don't know 17 offhand. 18 Q And let's go to January 25th, 2019, that entry. 19 It looks like it's the one right after the one we just 20 discussed. Do you see how it says -- actually, no, I 21 don't want to go to that one. I want to go to the one 22 after that. It's still dated 1-25-19. This looks like 23 it's a Hamilton Moore entry. It says, "Review and 24 respond to email from opposing party claiming that offer 25 was made. Explain necessity of filing release of Lis</p>
<p style="text-align: right;">199</p> <p>1 Q So let's -- 2 A They sound like support staff. 3 Q Okay. So let's go to -- 4 A I'll try to check IJM and EOC. 5 Q Let's go to the entry on November 8th, 2018. 6 It's on page D 17. Tell me whenever you're there. 7 A D 17, November 8th? 8 Q Correct. 9 A Okay. 10 Q It looks like that says, "deposition of Brown 11 and Atkinson." It says, "Notify client of deposition. 12 Set depositions of opposing parties." Do you see that? 13 A Yeah. 14 Q So when did the law firm set depositions of the 15 Atkinsons? 16 A I'd have to look at the Notice of Deposition 17 and -- but I don't recall -- I don't believe we actually 18 deposed them. I don't recall deposing them. 19 Q Okay. So if I were to say there was no Notice 20 of Depositions of the Atkinsons, would that make this 21 entry inaccurate? 22 A Well, we might have prepared them and decided 23 not to send them out. So, you know, it would have been 24 an entry that they tracked their time. So the entry is 25 what it is.</p>	<p style="text-align: right;">201</p> <p>1 Pends with Court to opposing counsel. Facilitate 2 recording of release." Do you see that? 3 A Yes. 4 Q Is it the law firm's testimony that the law 5 firm was explaining to the Atkinsons' counsel the 6 necessity of filing a release of Lis Pends? 7 MR. WEINSTOCK: Objection; document speaks for 8 itself. 9 THE WITNESS: I mean these are notations of what -- 10 Mr. Moore's notation. 11 BY MS. BARRAZA: 12 Q So let's go -- 13 A I'm sure you don't have to explain to opposing 14 counsel, the Atkinsons' firm, what Lis Pends is. I'm 15 sure they know how to release or not release. 16 Q Let's go to May 15th, 2018 on D 18 where it 17 says, "Client meeting. Discuss upcoming demand letter 18 and effect of client illness on litigation." 19 Did the law firm have a meeting with Charles 20 Brown on May 15th, 2019? 21 A Oh, you're on the next page, you said? 22 Q No, it's on D 18. It's the last entry on D 18. 23 A Oh, May 15th. 24 Q So my question was, did the law firm have a 25 meeting with Charles Brown on May 15th, 2018?</p>

<p style="text-align: right;">202</p> <p>1 MR. WEINSTOCK: Document speaks for itself. 2 BY MS. BARRAZA: 3 Q You can answer. 4 A This would indicate yes. 5 Q Were you part of that meeting? 6 A I don't recall. Most of these types of 7 meetings I would be involved with, but I'm not involved 8 with every single meeting and everything that staff has 9 helped me prepare. 10 Q Did the law firm ever reduce any of these 11 billing entries into actual invoices? 12 A I don't believe so. 13 Q Okay. And did the law firm ever -- what I'm 14 trying to figure out is there's no costs included on 15 these, so -- 16 A They wouldn't be in that. They're not -- costs 17 are not in this Time Matters. 18 Q Okay. So is there a database that's storing 19 the costs for the specific -- the "Brown v. Atkinson" 20 matter? 21 A Well, we put a separate either Word or Word 22 Perfect -- separate word-processing document in the file 23 to try to track costs, and of course we have copies of 24 checks that are in the file. So then when we go back, 25 before we do a billing or finalize settlement or close</p>	<p style="text-align: right;">204</p> <p>1 because litigation can mean different things whether 2 criminal or civil. 3 MS. BARRAZA: Litigation means filing a lawsuit. 4 THE WITNESS: I did not file any other lawsuits on 5 his behalf if that's what you're asking. 6 BY MS. BARRAZA: 7 Q Were you representing him as a defendant in any 8 other lawsuits? 9 A I would have to check my records. 10 Q So what is the law firm's process and procedure 11 for reviewing -- in general -- for reviewing documents 12 for validity prior to disclosing them to the Court? 13 A Well, that's kind of a complicated question. 14 You know, we get documents in. I don't believe 15 it's our obligation to have to call and verify every 16 document, but we review it based on our knowledge and 17 experience and we request custodian of records when 18 necessary, especially if we're going to be involved in 19 litigation. You know, we discuss the document with the 20 client to get some input from the client, and for the 21 most part you rely on the representations of clients when 22 they bring documents in. Sometimes we -- if necessary, 23 as we hire experts, we have experts review documents such 24 as medical records or reconstruction of accidents. 25 Q Sorry. Are you done?</p>
<p style="text-align: right;">203</p> <p>1 out a file, we then make sure all of the costs are 2 included in our itemized cost sheet that we provide to 3 the client. 4 Q Has the law firm ever entered into any other 5 kind of agreement with Charles Brown aside from the two 6 agreements we went over, the representation agreements 7 regarding the Brown litigation? 8 A Not that I recall. 9 Q But the law firm has represented Charles Brown 10 on and off throughout the years? 11 A You know, I represented members of his family 12 and, yeah, we've assisted him on a couple of other 13 matters. I thought you were talking about agreements 14 regarding this case. 15 Q So would there have been other representation 16 agreements between the law firm and Charles Brown? 17 MR. WEINSTOCK: Objection; relevance. 18 THE WITNESS: I don't specifically recall without 19 looking, but there is a good chance there is. 20 BY MS. BARRAZA: 21 Q Did any of those other matters that you 22 represented Charles Brown for lead to litigation? 23 A Lead to litigation? 24 Q Correct. 25 MR. WEINSTOCK: Object as to form of the question</p>	<p style="text-align: right;">205</p> <p>1 A Yes. Go ahead. 2 Q Okay. So you do agree, based on that, that 3 attorneys have a duty to make a reasonable inquiry to 4 ensure that a pleading, motion, or other paper submitted 5 by the attorney is not being presented for any improper 6 purpose such as for harassment, causing unnecessary 7 delay, or increasing the cost of litigation; correct? 8 A Yes, I believe that it -- certainly. 9 Q You would agree with me that attorneys have a 10 duty to make a reasonable inquiry to ensure that their 11 pleadings and motions submitted by them contain claims, 12 defenses, or other legal contentions that are warranted 13 by existing law or by a nonfrivolous argument for 14 extending timeline or reversing law or establishing new 15 law? 16 A I agree with that. There are certain times 17 that you, as you say, are looking to reverse laws. Laws 18 would never be reversed if we sometimes didn't take -- we 19 all take different view of certain documents. 20 Q And then last one: You do agree that attorneys 21 have a duty to make a reasonable inquiry to ensure that 22 the factual contentions set forth in a pleading, motion 23 or other paper submitted by that attorney have 24 evidentiary support or, if specifically identified, will 25 have evidentiary support after reasonable opportunity for</p>

<p style="text-align: right;">206</p> <p>1 further investigation for discovery; correct? 2 MR. WEINSTOCK: I object. Obviously you are reading 3 statements and there are inferences and innuendo and 4 requirements of that. That is the bottom line at the 5 end. 6 BY MS. BARRAZA: 7 Q So can you answer my question? 8 Thank you for the objection. 9 Can you answer the question? Do you agree with 10 that? 11 A Yes. We may have a different view of what 12 reasonable is, but yes, you could make reasonable 13 inquiry. 14 Q So have you ever been reprimanded by the State 15 Bar of Nevada? 16 A Have I been reprimanded? Yes. 17 Q What was that about? 18 MR. WEINSTOCK: Objection; relevance. I think this 19 is getting into a badgering situation unless you can make 20 some showing that something Mr. Winder did had any 21 bearing on his representation or his action in this 22 litigation. 23 MS. BARRAZA: I'm trying to figure out what this is 24 about, what the reprimand was about, and then I can 25 determine if we need to go further.</p>	<p style="text-align: right;">208</p> <p>1 BY MS. BARRAZA: 2 Q Go ahead. 3 A I will -- I believe I received -- I believe I 4 have one. I may have two. I'll double check for you. 5 Q Are you aware of the Decatur property ever 6 catching fire? 7 A I had heard about it. 8 Q Do you have any knowledge to dispute that 9 Charles Brown was involved in that? 10 MR. WEINSTOCK: Objection; calls for speculation, 11 assumes facts not in evidence. 12 BY MS. BARRAZA: 13 Q You can answer. 14 A I don't know who was involved in it. I don't 15 know who was involved. 16 Q Explain to me what your understanding of the 17 litigation privilege is. 18 A I mean litigation privilege involves things 19 that are said. An attorney has a privilege regarding 20 things that are written or provided in documents that are 21 submitted to the courts in the course of litigation. So 22 kind of a simplistic statement of what the privilege is. 23 Q So what is your understanding of what the 24 judicial-proceedings privilege is? 25 MR. WEINSTOCK: Objection; relevance.</p>
<p style="text-align: right;">207</p> <p>1 Q So what was the reprimand about? 2 A I actually don't recall, but I will -- and I 3 want to be accurate, but I will get a copy of that and go 4 over that. 5 Q Okay. Any other -- well, let me ask you this: 6 Have you been reprimanded more than once? 7 MR. WEINSTOCK: Again object to relevance, and I 8 think this is nothing more than an attempt at harassment 9 and intimidation. It has nothing to do with this 10 litigation. 11 MS. BARRAZA: So it actually does because if the 12 reprimands had to do with situations that would have put 13 him on notice as to how to conduct himself in this case, 14 then it does absolutely have relevance. So I'm trying to 15 figure out how many -- I'm not even asking details. 16 Q As far as you know, how many letters of 17 reprimand do you have? 18 MR. WEINSTOCK: You can ask him has he ever been 19 reprimanded for filing a frivolous lawsuit. 20 MS. BARRAZA: So I'm going to ask my question. 21 Q And my question is how many letters of 22 reprimand have you received? 23 MR. WEINSTOCK: Objection; relevance. I think it's 24 intimidation and harassment. 25 ///</p>	<p style="text-align: right;">209</p> <p>1 MS. BARRAZA: That's literally one of your 2 affirmative defenses, so it obviously is relevant. 3 Q So what is your understanding of what the 4 judicial-proceedings privilege is? 5 A The privilege involves, in the course of 6 judicial proceedings, that things that are said or done 7 are protected or privileged. 8 Q Who has access besides you to the law office of 9 Dan M. Winder, PC, to that general account that was 10 issuing those checks? 11 A No one. 12 Q Have you ever personally loaned Charles Brown 13 any money before? 14 A You know, I've fronted him costs. I have not 15 loaned him money otherwise. 16 Q Have you ever just given him any money before? 17 A No. 18 Q Okay. And how are the Atkinsons' claims barred 19 by the doctrine of laches? 20 A Because these claims should have been brought 21 in the previous litigation and they are -- they're no 22 longer right and barred by laches. 23 Q How have the Atkinsons come to this litigation 24 with unclean hands? 25 A Because they -- once again they should have --</p>

<p style="text-align: right;">210</p> <p>1 they're here pursuing attorneys' fees for the previous 2 case when that should have been done in that 3 previous case, should have been pursued at that time. So 4 they failed to do what they were supposed to do. 5 Q Has a Court ever found that to be the case? I 6 just want to clarify. 7 A I don't know. 8 Q Okay. And how -- hold on one second. 9 The law firm has listed plaintiffs' counsel, 10 Adriana Pereyra, as a witness in this matter. Why did 11 they list her as a witness? 12 A Who? Oh, plaintiffs' counsel? 13 MR. WEINSTOCK: Objection; calls for work product. 14 MS. BARRAZA: No, it doesn't. 15 Q So my question is, Adriana Pereyra is listed as 16 a witness. So what information does she have that the 17 law firm intends on using in this litigation? 18 A I believe she was the attorney for the 19 Atkinsons, and therefore she was involved in the "Brown 20 versus Atkinson" proceedings. I think part of what 21 they're requesting in this lawsuit is attorneys' fees 22 that involve her. So what was done in this case, what 23 were earned or not earned, are all relevant. 24 Q So why has the law firm decided to only list 25 Adriana Pereyra as a witness and not the Atkinsons' other</p>	<p style="text-align: right;">212</p> <p>1 issues." Do you see that? 2 A No. You said page 5, line 1? 3 Q Yes. 4 A I'm on page 5, 5 of 10; right? 5 Q Yeah. So it's at the end of line 1 where it 6 says "Plaintiffs," the end of line 1, "Plaintiffs are 7 aware." Do you see that? 8 A No. The end of line 1 I have here is "Such 9 information is completely privileged and simply not 10 discoverable." 11 Q No. I'm talking about -- you're looking at 12 Winder Defendants' Opposition to Plaintiffs' Motion to 13 Compel No. 3? 14 A No, No. 2. 15 Q That's what you need to look at. That's 16 Exhibit 24. 17 A Okay. I mean that is a -- Exhibit 24 you're 18 saying? My Exhibit 24 is Winder Defendants' Opposition 19 to Plaintiffs' Motion to Compel No. 2. I don't have a 20 No. 3. 21 Q So that's -- if you want me to read it into the 22 record, what I kind of just want to make sure is that you 23 agree with this statement. So I'll represent to you that 24 this is what is stated in the Opposition to Motion to 25 Compel No. 3. It says, "Plaintiffs are aware from other</p>
<p style="text-align: right;">211</p> <p>1 counsel? 2 A I think we listed the attorney we believed that 3 was in charge. 4 Q Based on what? 5 A What was in the litigation documents. 6 Q Now, you had testified that -- strike that. I 7 want to go back a little bit. 8 I think you recall that we went over -- you 9 said off and on throughout the years you've represented 10 Charles Brown in other legal matters; correct? 11 A I represented family and, you know, he's 12 consulted with me on various matters and -- 13 Q And you've represented him before; right? 14 That's what you've indicated in some of these briefs that 15 you filed. 16 A Yes. 17 Q Okay. And so I just want to find that. One 18 second. I want to make sure we're on the same page. 19 So Exhibit 24, tell me whenever you're there. 20 A I'm at Exhibit 24. That's Defendants' 21 Opposition to plaintiffs' Motion to Compel? 22 Q Correct. So page 5, I want you to look at 23 line 1: "Plaintiffs are aware from other sources that 24 Mr. -- that Mr. Winder had represented Mr. Brown in other 25 matters and periodically provided him advice on legal</p>	<p style="text-align: right;">213</p> <p>1 sources that Mr. Winder had represented Mr. Brown in 2 other matters and periodically provided him advice on 3 legal issues." 4 So do you have any reason to dispute that? 5 That's what you had previously represented before. 6 A I think that's pretty accurate. 7 Q So "yes" you have represented him on previous 8 legal matters; correct? 9 MR. WEINSTOCK: I believe it says he may have. 10 MS. BARRAZA: Okay. So we need to find the 11 document. 12 THE WITNESS: He's come to me about matters and 13 we've discussed matters; and whether I then went forward 14 and, you know, represented him or did anything -- I 15 didn't file any lawsuits on his behalf, nor do I recall 16 defending him on any cases. 17 BY MS. BARRAZA: 18 Q Okay. But the quote here is, "Mr. Winder had 19 represented Mr. Brown in other matters." So would you 20 agree you have represented him in other matters? 21 A Yes. I consider the -- yes, some of the 22 discussions we had as creating an attorney-client 23 relationship. 24 Q All right. Do you recall how you answered the 25 request for admission asking whether you have represented</p>

<p style="text-align: right;">214</p> <p>1 Charles Brown in other matters? 2 A I don't recall that answer. 3 Q Okay. Now, you testified earlier that your 4 involvement in helping Mr. Brown purchase the property, 5 the Decatur property, began about two months before -- 6 two months before the August 10th, 2017 representation 7 agreement. Do you remember that? 8 A Yes, I recall saying that. 9 Q Okay. 10 A What I said was a couple months before, I know 11 he came to me at a consultation. So I believe things -- 12 attorney-client relationship began then. 13 Q And do you have Exhibit 27? That's the last 14 exhibit, so it would probably be at the end. 15 A Hold on. 16 Q It's Winder's Responses to First Set of 17 Interrogatories. 18 A Okay. 19 Q I want to turn your attention to No. 20. Do 20 you see how it's asking, "State when your involvement in 21 the purchase of the subject property began and set forth 22 any documents you have in support of your response." 23 And your response was, "To the best of 24 defendant's information and belief, defendant's 25 involvement in the purchase of the subject property began</p>	<p style="text-align: right;">216</p> <p>1 that the Atkinsons reneged on the agreement? 2 MR. WEINSTOCK: Getting into attorney-client 3 privilege, violating attorney-client privilege. It's all 4 based upon representations received from our client. 5 BY MS. BARRAZA: 6 Q Let me ask you this: After you looked at the 7 Purchase Agreement that we went through, what is the law 8 firm's understanding of what the Atkinsons' duties even 9 were under the Purchase Agreement? 10 A Their duty was to execute all documents to 11 effectuate the purchase of the property. 12 Q Now, did you ever provide to the Atkinsons any 13 documents that they refused to sign off on? 14 A No. 15 Q Okay. And so how did they renege on the 16 agreement? 17 A The transaction wasn't completed. 18 Q And does the law firm have personal knowledge 19 that the transaction wasn't completed because the 20 Atkinsons breached it? 21 A Representations made to me by my client. 22 Q Okay. And is the law firm currently 23 undercapitalized? 24 MR. WEINSTOCK: Objection; that calls for 25 speculation and an expert conclusion that Mr. Winder is</p>
<p style="text-align: right;">215</p> <p>1 about two weeks before the date of the check to Valuation 2 Consultants." Do you see that? 3 A Yes. I probably need to amend that, if you 4 like, because I see the Purchase Agreement was signed in 5 July and I know he had spoke to me about it prior to the 6 Purchase Agreement. 7 Q Okay. So you're saying -- 8 A So that probably should have been -- it says 9 two weeks and it should have been two months. 10 Q So this is inaccurate. This response is 11 inaccurate; is that correct? 12 A To me it appears to be a typo. It should have 13 been -- instead of two weeks it should have said two 14 months. 15 Q So typo or not, it's not the correct answer; 16 correct? 17 A Yes. It needs to be corrected. 18 Q Okay. So let's go to interrogatory No. 24. I 19 want to go to what you stated in here where it says, 20 "Plaintiffs willfully and voluntarily and in the absence 21 of any duress or incapacity entered into the Purchase 22 Agreement and Joint Escrow Instructions and then reneged 23 on the agreement." Do you see that? 24 A Yes. 25 Q What personal knowledge does the law firm have</p>	<p style="text-align: right;">217</p> <p>1 not qualified to state. He can give you his opinion 2 whether it is or is not. 3 THE WITNESS: I don't believe it is. I don't know. 4 BY MS. BARRAZA: 5 Q Since the Atkinsons have filed this litigation, 6 have you -- has the law firm communicated with any of the 7 entities associated with Charles Brown's attempt to 8 purchase the property? 9 A Could you repeat that question. 10 Q Since the time that the Atkinsons have 11 initiated this litigation, has the law firm contacted any 12 of the entities that were associated with Charles Brown's 13 attempt to purchase the property, the Decatur property? 14 A What entities are you talking about? 15 Q Entities such as Tigor Title, Keith Harper, 16 Valuation Consultants, Kelly Mortgage, Financial 17 Solutions. Have you contacted any of them? 18 A Since the Atkinsons filed this lawsuit, I don't 19 believe so. I don't -- I have not personally done it. I 20 don't believe the law firm has. 21 Q So you're saying that you spoke with -- when 22 you spoke with Charles Brown, you did so sometimes on 23 your cell phone and sometimes on your office phone; is 24 that correct? 25 A That's correct.</p>

218	220
<p>1 Q Okay. And you do have records reflecting those 2 communications, when they took place? 3 A I mean I believe that I could check on my cell 4 phone and see the call history, see what's there. 5 Q That's fine. 6 A I'm not sure how far back it goes, but I 7 believe so. 8 Q And I just want to clarify that, as you 9 testified earlier -- well, let me strike that. 10 Okay. I'll pass the witness at this time. 11 MR. WEINSTOCK: Can we have a two-minute time for me 12 to confer with my client? 13 MS. BARRAZA: Well, do you have any questions? If 14 you have any questions of your client, if you want to ask 15 them, feel free right now. 16 MR. WEINSTOCK: I want to confer with my client 17 before I decide whether I want to or not to ask him any 18 questions, so give me two minutes, please. 19 MS. BARRAZA: Okay. 20 (Brief recess taken.) 21 MR. WEINSTOCK: I have four questions for my client. 22 23 EXAMINATION 24 BY MR. WEINSTOCK: 25 Q Mr. Winder, in the "Brown versus Atkinson"</p>	<p>1 MR. WEINSTOCK: Yes, please. 2 (Deposition concluded at 4:38 p.m.) 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

219	221
<p>1 matter, did you or anyone on your behalf or at your 2 direction ever intentionally lie to any Court or provide 3 any knowingly false information to any Court? 4 A No. 5 Q Did you ever have any conversations or meetings 6 with Charles Brown or anyone on his behalf about falsely 7 or fraudulently obtaining any property from Mr. and 8 Mrs. Atkinson at any time? 9 A No. 10 Q And other than fronting costs to Mr. Brown for 11 his purchase, did you ever conspire with or work with 12 Mr. Brown in any way to attempt to get him to improperly 13 obtain the property at 2315 North Decatur, Las Vegas, 14 Nevada? 15 A No. 16 Q And did you ever intentionally have any contact 17 or personal involvement with either Mr. or Mrs. Atkinson 18 relative to obtaining property at 2315 North Decatur, 19 Las Vegas, Nevada? 20 A No, I never had any involvement. 21 MR. WEINSTOCK: I have nothing further. 22 MS. BARRAZA: I have no questions. 23 Thank you. 24 THE REPORTER: Mr. Weinstock, do you need a copy of 25 the transcript?</p>	<p>1 CERTIFICATE OF DEPONENT 2 3 4 PAGE LINE CHANGE REASON 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 15 * * * * * 16 17 I, DANNY M. WINDER, deponent herein, do hereby 18 certify and declare under penalty of perjury the within 19 and foregoing transcription to be my deposition in said 20 action; that I have read, corrected and do hereby affix 21 my signature to said deposition. 22 23 24 _____ 25 DANNY M. WINDER, Deponent</p>

EXHIBIT 16

EXHIBIT 16



Valuation Consultants

4200 Cannoli Circle
Las Vegas, NV 89103
Phone (702) 222-0018
Fax (702) 222-0047

December 18, 2018

Adriana Pereyra, Esq.
Integrity Law Firm
819 South 6th Street
Las Vegas, Nevada 89101

And

Joseph A. Gutierrez, Esq.
Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148

RE: Letter of Clarification for the preliminary letter for 2315 North Decatur Boulevard, Las Vegas, Clark County, Nevada 89108. This property is also identified as Clark County Assessor's Parcel Number (APN) 138-24-511-034.

Dear Ms. Pereyra and Mr. Gutierrez,

Per the Subpoena Duces Tecum that I have been served in the matter of Charles Brown, an individual, Plaintiff, vs. Lavelle P. Atkinson, Sheila Atkinson; Does I-V; and Roe Corporations I-V, Defendants, I am submitting this letter to clarify the appraisal services that I provided in August of 2017.

First of all, I do not know personally Charles Brown. I have never met him and have only communicated with him via telephone and email. Here is a summary of my recollection about the subject property:

Mr. Brown contacted me via telephone in early August of 2017 and said that he was in the process of buying the property located at 2315 North Decatur Boulevard. He said that he needed an appraisal of the property and he needed it in a hurry. I remember asking him how quick he needed the report and he stated in a "couple of days". I told him that was impossible due to my work load and I could not provide any appraisal in that short of a turn time. I told him that I needed at least two weeks to complete the appraisal. He said that would not work and he was getting a loan through a private, hard money lender in California and he said that all they needed was my opinion of the value of the property. I said that I could drive by and look at the property, do my research of comparable sales and the property itself and provide an oral opinion of the value. He said that he would talk to the lender and see if that would work for their purposes.

I also remember talking to Mr. Brown about his plans for the property. During our phone conversation, I was looking at the property on Google Earth and the Clark County Open Web and saw that it was a single-family residence, but the property was zoned C-1, Local Business District within the jurisdiction of Clark County. Mr. Brown stated that it was a vacant, former residence and he was purchasing the property to renovate the structures and lease it to a used car dealer. He stated that he had a Letter of Intent with a used car dealer and he could provide that document to me. He also stated that he had plans to renovate the property and convert it for the used car operation for the cost of approximately \$250,000. I stated that I could provide the appraisal and as you will see on the documents that I am disclosing per the terms of the Subpoena that I sent Mr. Brown a formal letter of engagement dated August 2, 2017. It is noted that Mr. Brown never sent me back a copy of the signed letter of engagement.

Mr. Brown called me again several days later and inquired about the status of the appraisal. He also said that the lender would accept a preliminary letter with the values. I stated that I would not provide that letter without receiving a minimum of \$1,000 or 50% of the agreed upon fee of \$2,000 for the appraisal. He said that he would get me a check and you will see that a \$1,000 check made payable to Valuation Consultants, my firm, dated April 7, 2017 was issued on the account of Law Office of Dan M Winder P.C. I believe that this check was dropped off to my office.

As you will see on the string of emails that I have disclosed, I asked Mr. Brown who the lender and my client was. He stated that it was Financial Services & Real Estate Network Group in California. That is who I addressed the preliminary letter to.

I then visited the property on August 11, 2017. I completed the research of comparable sales and rents involving used car lots and auto related properties. This data is contained in my work file and has been disclosed in the attached documents. I proceeded to complete the preliminary letter that is dated August 14, 2017. I emailed the preliminary letter to Mr. Brown on August 14, 2017. I never heard from Mr. Brown again and never completed the appraisal.

In reference to the preliminary letter. Mr. Brown did not ever tell me that he was going to use this letter in a legal proceeding and for any purpose other than to obtain a mortgage in order to purchase the property. This document should NOT be used in any legal matter. In fact, it is clearly stated in the letter that, "Please note that this IS NOT an appraisal that conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP) as published by the Appraisal Foundation. It is only reporting the final values that will be in the final report that is in the process of being completed and will be provided within the next few days." This letter should not be presented to any trier of fact, i.e. Judge and/or Jury, in any legal case.

Most importantly, the opinions of value that are provided in the preliminary letter are based on the following specific extraordinary assumption:

“*The prospective market value opinion is based upon the following extraordinary assumption:

Ms. Pereyra and Mr. Gutierrez

December 18, 2018

Page 3

That the letter of intent from BTO Unlimited, Inc. dba 1st Class Motors that states they will lease the subject property for five years at the rental rate of \$4,300.00 per month, for full use of property including the garage in back will be converted to a formal, legal lease at those stated terms.

If this extraordinary assumption, which is directly related to this specific assignment, is found to be false, it could alter the final opinions or conclusions.”

It is obvious with the luxury of hindsight that the Letter of Intent from BTO Unlimited, Inc. dba 1st Class Motors was never converted to a formal, legal lease. Therefore, the extraordinary assumption was found to be false and the final opinions or conclusions would be significantly altered.

The opinions of value were based on the subject being used at its Highest and Best Use as a commercial property allowable per the C-1 zoning. The opinion of the “as is” market value was based on deducting the costs to renovate and convert the subject to the used car lot from the opinion of the Prospective Market Value “Upon Completion of Renovations” and Based on an *Extraordinary Assumption*.

In conclusion, since the extraordinary assumption was false, the opinions of value in the preliminary letter are not valid and should NOT be relied upon in any legal matter.

If there are further questions concerning this letter, please feel free to contact me.

Sincerely,

VALUATION CONSULTANTS



Keith Harper, MAI

Certified General Appraiser

License Number A.0000604-CG

State of Nevada

Expires - March 31, 2020

Valuation Consultants

4200 Cannoli Circle
Las Vegas, NV 89103
Phone (702) 222-0018
Fax (702) 222-0047

INVOICE

INVOICE NUMBER: SP-17-29

TO: Charlie Brown
Via email: neimaumotors@gmail.com

RE: An Appraisal Report of the commercial property located at 2315 North Decatur Boulevard, Las Vegas, Clark County, Nevada 89108. This property is also identified as Clark County Assessor's Parcel Number (APN) 138-24-511-034.

DATE: August 2, 2017

Total Fee:	\$2,000
Less: Initial 50% Payment:	<1,000>
BALANCE DUE:	\$1,000

Payment is Due on Receipt of Invoice.
To Ensure Proper Credit, Please Note Invoice Number on Payment.

Federal Tax ID Number: 88-0446360
Harper Appraisal, Inc. dba Valuation Consultants

PLEASE MAKE CHECK PAYABLE TO:

VALUATION CONSULTANTS
4200 Cannoli Circle
Las Vegas, Nevada 89103-5404

Valuation Consultants

4200 Cannoli Circle
Las Vegas, NV 89103
Phone (702) 222-0018
Fax (702) 222-0047

August 14, 2017

Financial Services & Real Estate Network Group
3281 Guasti, Suite 700
Ontario, California 91761

RE: Letter reporting final values for the appraisal of the property is located at 2315 North Decatur Boulevard, Las Vegas, Clark County, Nevada 89108. This property is also identified as Clark County Assessor's Parcel Number (APN) 138-24-511-034.

To Whom It May Concern:

As you are aware, I am in the process of completing an appraisal of the above referenced property. The purpose of this preliminary letter is to provide the final opinions of value that will be in the final appraisal.

Please note that this IS NOT an appraisal that conforms to the *Uniform Standards of Professional Appraisal Practice (USPAP)* as published by the Appraisal Foundation. It is only reporting the final values that will be in the final report that is in the process of being completed and will be provided within the next few days.

It is my opinion that the prospective market value of the subject property as of the effective date is as follows:

Value Premise	Interest Appraised	Date of Valuation	Final Value Opinion
Prospective Market Value "Upon Completion of Renovations" and Based on an <i>Extraordinary Assumption</i>	Leased Fee Interest	January 1, 2018	\$520,000*

Extraordinary Assumption: an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Source: *Uniform Standards of Professional Appraisal Practice, 2016 – 2017 Edition, Effective January 1, 2016*)

*The prospective market value opinion is based upon the following extraordinary assumption:

That the letter of intent from BTO Unlimited, Inc. dba 1st Class Motors that states they will lease the subject property for five years at the rental rate of \$4,300.00 per month, for full use of property including the garage in back will be converted to a formal, legal lease at those stated terms.

If this extraordinary assumption, which is directly related to this specific assignment, is found to be false, it could alter the final opinions or conclusions.

It is my opinion that the "as is" market value of the subject property as of the effective date is as follows:

Value Premise	Interest Appraised	Date of Valuation	Final Value Opinion
"As Is" Market Value	Fee Simple Interest	August 11, 2017	\$250,000

Thank you for giving me the opportunity to serve you in this assignment. If I may be of further assistance, please contact me at any time.

Sincerely,

VALUATION CONSULTANTS



Keith Harper, MAI
Certified General Appraiser
License Number A.0000604-CG
State of Nevada
Expires – March 31, 2018

EXHIBIT 17

EXHIBIT 17

LAW OFFICE OF DAN M. WINDER, PC
3507 West Charleston Blvd.
Las Vegas, Nevada 89102
(702) 474-0523
(702) 474-0631

AGREEMENT TO EMPLOY ATTORNEY

_____ Contingent

Fixed

_____ Hourly

This AGREEMENT TO EMPLOY ATTORNEY is entered into between Charles Brown

_____ ("Client"), and LAW OFFICE OF DAN M. WINDER, PC (Attorney).

I. CONDITIONS.

This Agreement will not effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the deposit called for under Paragraph III.

II. SCOPE AND DUTIES.

Client hires attorney for the purpose of assistance with Purchase of Auburn Ppty

Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate in the preparation and trial of the case, appear on reasonable notice for office appointments, court appearances, depositions; keep Attorney advised of Client's address, telephone number and whereabouts. Client agrees not to compromise the claim without discussing the matter with Attorney, and Attorney is not authorized to compromise the claim without Client's consent.

III. DEPOSIT.

Client agrees to pay Attorney a retainer fee in the amount of \$ 8,000 - , of which \$ 8,000 shall be non-refundable for the following services:

with all work thereafter being performed on an _____ hourly or _____ contingent basis _____ fixed.

The sums paid on retainer, if any, will be used to pay costs, expenses, and fees for legal services. Client hereby authorizes Attorney to withdraw sums from the trust account to pay for those costs, expenses, and fees Client incurs. Client shall deposit with Attorney sufficient sums each month to keep a minimum \$ _____ positive balance in Client's account. Client's failure to keep such a positive balance deposited with Attorney shall be cause for Attorney to withdraw from the case.

In addition to the initial retainer, Attorney may from time to time, require additional deposits funds in anticipation of hearings, lengthy deposition, research, trial, or other large cost. **No portion of the non-refundable fee will be refunded, even if the accrued costs and fees are less than the non-refundable fee.**

To be paid from
Escrow of Property
located @ 2315 N. Decatur Blvd
Las Vegas, NV 89108.

IV. Client agrees to pay for legal services at the following rate of \$375.00 per hour.

Client authorizes Attorney to use associate counsel, law clerks, or paralegals for such work on this case as Attorney might deem appropriate. Such persons shall be billed at their regular billing rate. Client acknowledges and agrees that such staff personnel may be utilized whenever deemed appropriate, and directs Attorney to apportion work at Attorney's discretion so as to minimize costs and maximize effectiveness.

Under certain circumstances, more than one member of Attorney's staff may work on a matter for Client simultaneously, in which case both members of Attorney's staff will bill for the time spent. An example would include a trial or contested evidentiary hearing, during which in Attorney's discretion the participation of more than one person is necessary to properly attend to Client's case. In other circumstances, such as one member of Attorney's staff briefing another on developments, the Client will only be charged for the time spent by one of the persons involved.

The same rules apply to sequential or duplicative work. For example, it might be necessary to charge Client for review of the case file where immediate familiarity with the facts is required in preparation for a hearing, etc. However, Client will normally not be charged for time spent that is attributable to Attorney's internal staffing assignments, etc., such as one case manager reviewing a file to take over for another case manager.

It is understood by Client that ALL time expended by personnel in Attorney's office (or out of office, if deemed necessary) case should be expected to be billed at the rate for those personnel. It is not possible to list all the work that may be required in working on Client's case, but it is understood that such work (by Attorney and legal assistants/paralegals) includes time spent on phone calls to and/or from Client, or on Client's behalf, letters, documents, fax, preparation of documents and/or materials, review of documents and/or materials, edit, preparing and reviewing pleadings, correspondence, travel to and from hearings and/or meetings, depositions, court hearings and any and all other activities related to this matter.

Client is informed that the hourly fees quoted above are subject to increase from time to time. Attorney will give notice in writing thirty (30) days prior to any increase in hourly fees. If Client does not wish to be charged at the new rates, Client agrees to pay Attorney in full for services up to the date of the expected increase and terminate representation by Attorney. Client understands that if Attorney continues to represent Client past the date of the increase, the new fees will be in effect and Client agrees to pay said fees for all services rendered thereafter.

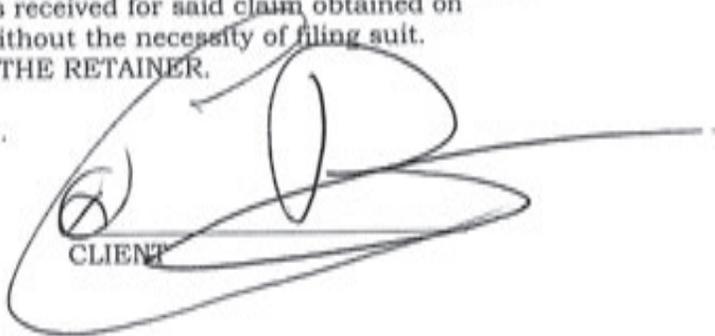
If a Court awards attorney's fees, and such sums are actually collected, they shall be applied against any outstanding charges on Client's bill. Client, however, remains responsible for payment of Attorney's services. A court order awarding attorney's fees from the opposing party does not relieve Client of the primary responsibility for paying Attorney's bill, or make any work done to collect the attorney's fees awarded any different from any other work performed by Attorney. Any attorney's fees awarded and actually collected that are not needed to pay Attorney shall be paid to Client.

N/A **Contingent Fee.** This contingency fee is not set by law, but is negotiable between Attorney and Client. Client agrees to pay Attorney for such professional services, a fee of THIRTY-THREE (33%) of the gross recovery (regardless of manner or form) including but not limited to, any and all first and/or third-party

settlement(s)/recovery, in addition to monies paid for medical payment coverage, health insurance, lien reductions or any other monies received for said claim obtained on behalf of Client, if Client's claims are settled without the necessity of filing suit. THE CONTINGENCY FEE IS IN ADDITION TO THE RETAINER.

Dated this 10 day of August, 2017.

D. Winder
DAN M. WINDER, ESQ.


CLIENT

LAW OFFICE OF DAN M. WINDER, PC
3507 West Charleston Blvd.
Las Vegas, Nevada 89102
(702) 474-0523
(702) 474-0631

AGREEMENT TO EMPLOY ATTORNEY

_____Contingent

_____Fixed

_____Hourly

This AGREEMENT TO EMPLOY ATTORNEY is entered into between Charles Brown

_____ ("Client"), and LAW OFFICE OF DAN M. WINDER, PC (Attorney).

I. CONDITIONS.

This Agreement will not effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the deposit called for under Paragraph III.

II. SCOPE AND DUTIES.

Client hires attorney for the purpose of Auborn Street Real Estate Transaction
Set up trust, Review legal documents, Limited future services through 4/1/20
11/18
Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate in the preparation and trial of the case, appear on reasonable notice for office appointments, court appearances, depositions; keep Attorney advised of Client's address, telephone number and whereabouts. Client agrees not to compromise the claim without discussing the matter with Attorney, and Attorney is not authorized to compromise the claim without Client's consent.

III. DEPOSIT.

Client agrees to pay Attorney a retainer fee in the amount of \$ 20,000, of which \$ 20,000 shall be non-refundable for the following services:

with all work thereafter being performed on an _____ hourly or _____ contingent basis _____ fixed.

The sums paid on retainer, if any, will be used to pay costs, expenses, and fees for legal services. Client hereby authorizes Attorney to withdraw sums from the trust account to pay for those costs, expenses, and fees Client incurs. Client shall deposit with Attorney sufficient sums each month to keep a minimum \$ _____ positive balance in Client's account. Client's failure to keep such a positive balance deposited with Attorney shall be cause for Attorney to withdraw from the case.

In addition to the initial retainer, Attorney may from time to time, require additional deposits funds in anticipation of hearings, lengthy deposition, research, trial, or other large cost. **No portion of the non-refundable fee will be refunded, even if the accrued costs and fees are less than the non-refundable fee.**

To be paid @ time of
Refinancing of property in approximately 6 months
located @ 2315 N. Decatur, LVN 89108

IV. Client agrees to pay for legal services at the following rate of \$375.00 per hour.

Client authorizes Attorney to use associate counsel, law clerks, or paralegals for such work on this case as Attorney might deem appropriate. Such persons shall be billed at their regular billing rate. Client acknowledges and agrees that such staff personnel may be utilized whenever deemed appropriate, and directs Attorney to apportion work at Attorney's discretion so as to minimize costs and maximize effectiveness.

Under certain circumstances, more than one member of Attorney's staff may work on a matter for Client simultaneously, in which case both members of Attorney's staff will bill for the time spent. An example would include a trial or contested evidentiary hearing, during which in Attorney's discretion the participation of more than one person is necessary to properly attend to Client's case. In other circumstances, such as one member of Attorney's staff briefing another on developments, the Client will only be charged for the time spent by one of the persons involved.

The same rules apply to sequential or duplicative work. For example, it might be necessary to charge Client for review of the case file where immediate familiarity with the facts is required in preparation for a hearing, etc. However, Client will normally not be charged for time spent that is attributable to Attorney's internal staffing assignments, etc., such as one case manager reviewing a file to take over for another case manager.

It is understood by Client that ALL time expended by personnel in Attorney's office (or out of office, if deemed necessary) case should be expected to be billed at the rate for those personnel. It is not possible to list all the work that may be required in working on Client's case, but it is understood that such work (by Attorney and legal assistants/paralegals) includes time spent on phone calls to and/or from Client, or on Client's behalf, letters, documents, fax, preparation of documents and/or materials, review of documents and/or materials, edit, preparing and reviewing pleadings, correspondence, travel to and from hearings and/or meetings, depositions, court hearings and any and all other activities related to this matter.

Client is informed that the hourly fees quoted above are subject to increase from time to time. Attorney will give notice in writing thirty (30) days prior to any increase in hourly fees. If Client does not wish to be charged at the new rates, Client agrees to pay Attorney in full for services up to the date of the expected increase and terminate representation by Attorney. Client understands that if Attorney continues to represent Client past the date of the increase, the new fees will be in effect and Client agrees to pay said fees for all services rendered thereafter.

If a Court awards attorney's fees, and such sums are actually collected, they shall be applied against any outstanding charges on Client's bill. Client, however, remains responsible for payment of Attorney's services. A court order awarding attorney's fees from the opposing party does not relieve Client of the primary responsibility for paying Attorney's bill, or make any work done to collect the attorney's fees awarded any different from any other work performed by Attorney. Any attorney's fees awarded and actually collected that are not needed to pay Attorney shall be paid to Client.

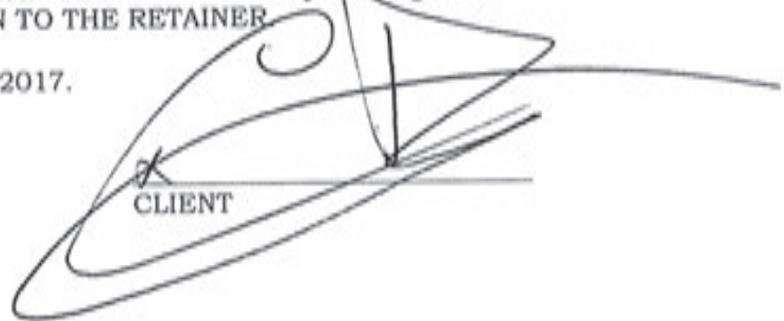
N/A **Contingent Fee.** This contingency fee is not set by law, but is negotiable between Attorney and Client. Client agrees to pay Attorney for such professional services, a fee of THIRTY-THREE (33%) of the gross recovery (regardless of manner or form) including but not limited to, any and all first and/or third-party

settlement(s)/recovery, in addition to monies paid for medical payment coverage, health insurance, lien reductions or any other monies received for said claim obtained on behalf of Client, if Client's claims are settled without the necessity of filing suit. THE CONTINGENCY FEE IS IN ADDITION TO THE RETAINER

Dated this 21 day of August, 2017.



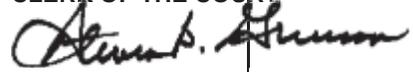
DAN M. WINDER, ESQ.



CLIENT

EXHIBIT 18

EXHIBIT 18



1 OPP
2 DAN M. WINDER, ESQ.
3 Nevada Bar No. 001569
4 LAW OFFICE OF DAN M. WINDER, P.C.
5 3507 West Charleston Blvd.
6 Las Vegas, Nevada 89102
7 Telephone (702) 474-0523
8 Facsimile (702) 474-0631
9 Attorney for Plaintiff

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

7 Charles Brown, an individual,
8 Plaintiff,

9 vs.

10 LAVELLE P. ATKINSON, et al
11 Defendants

Case No.: A-18-774764-C
Department. No: XVIII

Hearing Date: 01/17/19
Hearing Time: 9:00 AM

Plaintiff's Opposition
to
Defendants' Motions
To Amend
And
To Disqualify

12
13
14
15 Plaintiff, by and through his attorney, Dan M. Winder, of the Law Firm of Dan M.
16 Winder hereby responds to Plaintiff's Motion for Leave to Amend Answer to Add An Additional
17 Affirmative Defense, Counterclaim, and Third Party Claims filed 12/10/18.

18
19 **POINTS AND AUTHORITIES**

20 **1. NATURE OF CASE**

21 Defendants agreed to sell real property.to the plaintiff. Escrow instructions were signed
22 and a deposit made to escrow. Plaintiff secured funding but Defendants, after they learned there
23 was a tax lien on the property, failed to follow though with escrow.

24 This suit is to collect damages for the breach of contract. The property was appraised at
25 the time for \$250,000 making the damages \$100,000.00.

1 **2. ARGUMENT**

2 **2.1. NO BASIS FOR FACUTAL CLAIMS**

3 2.1.1. Attorney Dan Winder Has No Interest In The Subject Property.

4 Defendant has no evidence an no reason to believe Attorney Dan Winder has an interest
5 in the property. Mr. Winder lent the Plaintiff the money referred to.

6
7 2.1.2. No valid proof Plaintiff knew the Kelly Mortgage Document is a forgery if it is.

8 The document in question appears to have been prepared by and signed by one Velda
9 Williams, who, according to the Affidavit signed by Tracey Kelly (Def brf, Ex 11, ¶ 11, was an
10 assistant for him. However, he is not competent to say that Veda Williams did not sign the letter
11 because he was not with her 24 hours a day during the time the letter was written and signed and
12 he gives no indication he is even familiar with her handwriting enough to identify her signature.

13
14 2.1.3. A copy of the appraisal is attached to this Opposition as Exhibit 1.

15 2.1.4. Plaintiff had investor's for the property

16 According to Plaintiff's deposition testimony, he worked with investors who were to fund
17 the loan on properties he found. There is no reason to believe these investors would not have
18 funded the property if Defendants hadn't welched on their deal. Def brf Ex 2 P40-41 Plaintiff
19 had numerous investors with whom he worked who bought property, like the subject property,
20 which appeared to be abandoned.

21
22 2.1.5. No Competent Evidence to Support Claim the Loan Quote is Fraudulent

23 Defendant offers no competent evidence the Loan Quote is "fraudulent" other than the
24 idle speculations of counsel. If it were fraudulent, it would be easy enough to prove.

1 2.2. AMENDMENT OF COMPLAINT TO INCLUDE WINDER IMPROPER

2
3 Dan Winder is the attorney for the Plaintiff in this matter and has no interest in the
4 property. He did lend the money to the Plaintiff for the appraisal. However, that does not make
5 him or his firm liable for any of the acts or defalcations of the Plaintiff much less give him an
6 interest in the property.

7 The real purpose in making these allegations are in Defendants Motion to Disqualify Mr.
8 Winder and the firm from representing Plaintiff as evidenced by his Motion which contains the
9 same factually inaccurate and misleading representations as this motion.

10
11 **3. CONCLUSION**

12 Allowing the amendment to make Mr. Winder a party would work a hardship on the
13 Plaintiff due to the expense of hiring another lawyer to prosecute this case given the time which
14 has lapsed since the beginning of this case (7 months) and the time expended. Mr. Winder is
15 certainly not involved enough in this matter to be a party and the evidence does not support this
16 frivolous claim. Neither is he a necessary witness as that phrase is used in SCR 178¹

17 Further, RPC 3.7(a) provides, in relevant part, that “[a] lawyer shall not act as advocate at
18 a trial in which the lawyer is likely to be a necessary witness.” Because Haskin is likely to be a
19 witness in the underlying matter, Alvarado has standing to assert RPC 3.7(a) and seek Haskin's

20
21
22 ¹ 1. A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary
23 witness except where:
24 (a) The testimony relates to an uncontested issue;
25 (b) The testimony relates to the nature and value of legal services rendered in the case; or
26 (c) Disqualification of the lawyer would work substantial hardship on the client. See also
DiMartino v. Eighth Judicial Dist. Court ex rel. County of Clark, 119 Nev. 119, 121, 66 P.3d
945, 946 (2003)

1 disqualification. We have previously held, however, that RPC 3.7(a) “does not mandate complete
2 disqualification of an attorney who may be called as a witness”; rather, it merely prevents the
3 lawyer “from appearing as trial counsel.” *DiMartino v. Eighth Judicial Dist. Court*, 119 Nev.
4 119, 121, 66 P.3d 945, 946 (2003) (quotation marks omitted); *see also Liapis*, 128 Nev. at 423,
5 282 P.3d at 739. The concern is that the lawyer's appearance as a witness and as an advocate may
6 confuse the jury, and this concern is not present in pretrial proceedings, even where the attorney
7 is giving sworn statements to the district court. *DiMartino*, 119 Nev. at 122, 66 P.3d at 947
8 (qualifying the lawyer's ability to represent a client in pretrial proceedings by noting that “the
9 lawyer may not appear in any situation requiring the lawyer to argue his own veracity”). Because
10 this conflict is personal to an attorney, it generally “does not mandate the vicarious
11 disqualification of the lawyer's firm.” *F.D .I.C. v. U.S. Fire Ins. Co.*, 50 F.3d 1304, 1313 (5th
12 Cir.1995). *Practice Mgmt. Sols., LLC v. Eighth Judicial Dist. Court of State, ex rel. County of*
13 *Clark*, 68901, 2016 WL 2757512, at 4 (Nev. May 10, 2016).

14 Accordingly, Plaintiff requests:

- 15 1. This Motion be denied in its entirety or, in the alternative, that the
16 amendment of the complaint be disallowed with respect to Mr. Winder
and his firm.
- 17 2. The Motion to Disqualify Plaintiff’s Counsel be denied in its entirety
- 18 3. The court award appropriate fees and costs for the filing of frivolous
motions.

19 Dated this 27 day of December, 2018.

20 /s/Dan M. Winder
21 DAN M. WINDER, ESQ.
22 Nevada Bar No. 001569
LAW OFFICE OF DAN M. WINDER, P.C.
23 3507 West Charleston Blvd.
Las Vegas, Nevada 89102
24 Telephone (702) 474-0523
Facsimile (702) 474-0631
Attorney for Plaintiff

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

I hereby certify I caused the foregoing document to be served on opposing counsel of record by ECF.

/s/Hamilton Moore, an Employee of the Law Office of Hamilton D. Moore

Exhibit 1 Appraisal

Appraisal, Exhibit 1

PET APP 0742

Valuation Consultants

4200 Cannoli Circle
Las Vegas, NV 89103
Phone (702) 222-0018
Fax (702) 222-0047

August 14, 2017

Financial Services & Real Estate Network Group
3281 Guasti, Suite 700
Ontario, California 91761

RE: Letter reporting final values for the appraisal of the property is located at 2315 North Decatur Boulevard, Las Vegas, Clark County, Nevada 89108. This property is also identified as Clark County Assessor's Parcel Number (APN) 138-24-511-034.

To Whom It May Concern:

As you are aware, I am in the process of completing an appraisal of the above referenced property. The purpose of this preliminary letter is to provide the final opinions of value that will be in the final appraisal.

Please note that this IS NOT an appraisal that conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP) as published by the Appraisal Foundation. It is only reporting the final values that will be in the final report that is in the process of being completed and will be provided within the next few days.

It is my opinion that the prospective market value of the subject property as of the effective date is as follows:

Value Premise	Interest Appraised	Date of Valuation	Final Value Opinion
Prospective Market Value "Upon Completion of Renovations" and Based on an <i>Extraordinary Assumption</i>	Leased Fee Interest	January 1, 2018	\$520,000*

Extraordinary Assumption: an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Source: *Uniform Standards of Professional Appraisal Practice, 2016 – 2017 Edition, Effective January 1, 2016*)

*The prospective market value opinion is based upon the following **extraordinary assumption**:

That the letter of intent from BTO Unlimited, Inc. dba 1st Class Motors that states they will lease the subject property for five years at the rental rate of \$4,300.00 per month, for full use of property including the garage in back will be converted to a formal, legal lease at those stated terms.

If this extraordinary assumption, which is directly related to this specific assignment, is found to be false, it could alter the final opinions or conclusions.

It is my opinion that the “as is” market value of the subject property as of the effective date is as follows:

Value Premise	Interest Appraised	Date of Valuation	Final Value Opinion
“As Is” Market Value	Fee Simple Interest	August 11, 2017	\$250,000

Thank you for giving me the opportunity to serve you in this assignment. If I may be of further assistance, please contact me at any time.

Sincerely,

VALUATION CONSULTANTS



Keith Harper, MAI
Certified General Appraiser
License Number A.0000604-CG
State of Nevada
Expires – March 31, 2018

QUALIFICATIONS OF THE APPRAISER

QUALIFICATIONS OF KEITH HARPER, MAI

I, Keith Harper, MAI graduated with a Bachelor of Arts from the University of Texas at Austin. I am currently President/Owner of Harper Appraisal, Inc. a Nevada corporation dba Valuation Consultants located at 4200 Cannoli Circle, Las Vegas, Nevada, 89103-5404. My direct phone number is (702) 222-0018, ext. 11 and the fax number is (702) 222-0047. My email address is kharper@valconlv.com. A partial resume of specific qualifications is outlined as follows:

Professional Memberships and Licenses Held

Designated Member of the Appraisal Institute #9262
Certified General Appraiser - Nevada, License Number A.0000604-CG, Expires March 31, 2018

Las Vegas Chapter of the Appraisal Institute

1994 – Vice President
1995 – President
1995 – Regional Representative
2010 – Nominating Committee
Latter Part of 2010 – Government Relations Chair
2011 to 2015 – Government Relations Chair and/or Government Relations Committee

Nevada Department of Taxation

Member, State Board of Equalization – Appointed in April 2013

University of Nevada – Las Vegas

Spring Semester 2011 – Part Time Instructor; RE 333 Real Estate Valuation
Spring Semester 2012 – Part Time Instructor; RE 333 Real Estate Valuation
Spring Semester 2013 – Part Time Instructor; RE 333 Real Estate Valuation

Formal Education

University of Texas at Austin, B.A., August 1984, Minor in Business Administration

Appraisal Education

- 1985 The Appraisal Institute's Course 1A1 – R.E. Appraisal Principles
- 1986 The Appraisal Institute's Course 1A2 – Basic Valuation Procedures
- 1986 The Appraisal Institute's Course 1BA – Cap Theory & Tech, Part A
- 1987 International Right of Way Association – The Appraisal of Partial Acquisitions
- 1987 The Appraisal Institute's Course 1BB – Cap Theory & Tech, Part B
- 1987 International Right of Way Association – Skills of Expert Testimony
- 1987 International Right of Way Association – Easement Valuation
- 1988 The Appraisal Institute's Course 022 – Valuation Analysis and Report Writing
- 1989 The Appraisal Institute's Course SPP – Standards of Professional Practice

- 1990 International Right of Way Association – Legal Aspects of Easements
- 1990 The Appraisal Institute’s Course 2-1 – Case Studies in R.E. Valuation
- 1992 The Real Estate Exam Center’s Course – Nevada Appraisal Law
- 1993 Bank of California – Commercial Fee Panel Seminar
- 1993 The Appraisal Institute’s Course I410 – Standards of Professional Practice, Part A
- 1993 The Appraisal Institute’s Course II420 – Standards of Professional Practice, Part B
- 1994 International Right of Way Association Course 101 – Law (Principles of Land Acquisition, Law Segment)
- 1994 The Appraisal Institute’s Program – Cash Equivalency
- 1995 The Appraisal Institute Program – Marketing for Appraisers
- 1997 Commercial Investment Real Estate Institute – CI 101: Financial Analysis for Commercial Investment Real Estate
- 1997 The Appraisal Institute’s Program – Litigation Appraisals and Expert Testimony: Mock Trial
- 1997 The Appraisal Institute’s Program R600 – The FHA Appraisal
- 1997 The Appraisal Institute’s Program – Understanding and Using DCF Software
- 1998 The Appraisal Institute’s Program R6127 – Historic and Estate Homes
- 1999 The Appraisal Institute’s Course II430 – *Uniform Standards of Professional Appraisal Practice* (USPAP) Part C
- 2000 The Appraisal Institute’s Course #A7478 – Attacking and Defending an Appraisal in Litigation
- 2000 Nevada Appraisal Seminars – Appraising Atypical Properties
- 2001 The Appraisal Institute’s Program – Condemnation Appraising: Basic Principles and Applications
- 2002 Course Sponsored by Gregory A. Hoefler, MAI and Approved for Continuing Appraisal Education by The Nevada Commission of Appraisers – National USPAP 2002 Update – A7453ES
- 2002 The Chicopee Group – Introduction to Commercial Appraising
- 2002 The Appraisal Institute’s Online Course – Internet Search Strategies for R.E. Appraisers
- 2002 The Appraisal Institute’s Program – Appraisal Consulting
- 2002 The Appraisal Institute’s Course SE700 – The Appraiser as an Expert Witness: Preparation and Testimony
- 2003 United States Department of the Interior BLM Workshop – SNPLMA Appraisal Compliance Nevada Course Code A7681
- 2004 CLE International – Eminent Domain Conference
- 2004 Institute for Real Estate and Appraisal Studies – 7-Hour National USPAP Course
- 2005 CLE International – Eminent Domain Conference
- 2006 The Appraisal Institute’s Course 1400 – 7-Hour National USPAP Update
- 2006 Institute for Real Estate and Appraisal Studies – Highest and Best Use
- 2006 The Appraisal Institute’s Online Course - Analyzing Operating Expenses
- 2007 The Appraisal Institute’s Online Course 420 - Business Practice and Ethics
- 2007 The Appraisal Institute’s Program Online Course - Analyzing Distressed Real Estate
- 2007 The Appraisal Institute’s Online Course - Condominiums, Co-ops and PUDs
- 2007 The Appraisal Institute’s Online Course - Cool Tools: New Technology for Real Estate Appraisers
- 2007 The Appraisal Institute’s Online Course – What Commercial Clients Would Like Appraisers to Know

- 2007 The Appraisal Institute's Online Course - Scope of Work: Expanding Your Range of Services
- 2007 The Appraisal Institute's Online Course – Apartment Appraisal, Concepts & Applications
- 2008 Las Vegas Chapter of the Appraisal Institute's Seminar – Spotlight on Common Errors and Confidentiality USPAP Issues
- 2008 The Appraisal Institute's Course 1400 – 7-Hour National USPAP Update
- 2010 The Appraisal Institute's Seminar – Appraisal Policy Changes: Challenges & Opportunities
- 2010 The Appraisal Institute's Online Course - Business Practices and Ethics
- 2010 The Appraisal Institute's Online Course - Supervising Appraisal Trainees
- 2010 The Appraisal Institute's Online Course - Eminent Domain and Condemnation
- 2010 The Appraisal Institute's Online Course – Site Use and Valuation Analysis
- 2010 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2010 The Appraisal Institute's Seminar – Appraisal Regulatory Update
- 2010 Coalition of Appraisers in Nevada - Legislative Update
- 2011 Las Vegas Market Symposium 2011
- 2012 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2012 The Appraisal Institute's Course – Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
- 2013 Las Vegas Market Symposium – November 7, 2013
- 2014 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2014 The Appraisal Institute's Online Course – Online Comparative Analysis
- 2014 The Appraisal Institute's Online Course – Online Data Verification Methods
- 2014 The Appraisal Institute's Online Course – Online Business Practices and Ethics
- 2015 Las Vegas Market Symposium – November 5, 2015
- 2016 The Appraisal Institute's Course – 7-Hour National USPAP Update
- 2016 The Appraisal Institute's Online Course – Thinking Outside the Form
- 2016 The Appraisal Institute's Online Course – The Discounted Cash Flow Model: Concepts, Issues, and Applications
- 2016 The Appraisal Institute's Online Course – Using Your HP12C Financial Calculator

Experience

In 1985, I started my career as a commercial appraiser when I joined Trans-Texas Land Services in Austin, Texas. During 1985 to 1988, I was associated with this firm that specialized in the field of eminent domain. I was involved in their commercial appraisal and right-of-way acquisition departments. I was then associated for four years from 1988 to 1992 as a Vice President of McCluskey-Jenkins Appraisal, Inc. also in Austin. During my employment at this firm, I was involved in the analysis and valuation of commercial real estate.

In March of 1992, I moved to Las Vegas and started an office as one of the three owners/partners of Morgan, Beebe & Harper, Inc. which had been legally incorporated in The State of Texas as of the effective date of February 20, 1992. This partnership was ended in late 1997, but this Texas Corporation and partnership was not legally dissolved until Articles of Dissolution were filed with The State of Texas Secretary of State on January 12, 2000. I filed Articles of Incorporation with the State of Nevada Secretary of State on December 28, 1999 in order to form a new Nevada Corporation known as Morgan, Beebe & Harper of Nevada, Inc. I am the 100 percent shareholder of this corporation.

On August 28, 1998, I formed a new partnership and we filed Articles of Organization with the State of Nevada Secretary of State that formed Valuation Consultants, LLC, a Nevada limited liability company. Valuation Consultants, LLC dba Snyder-Harper & Associates operated until this partnership was ended as of April 1, 2006. A legal Dissolution of Valuation Consultants, LLC was filed with the State of Nevada Secretary of State effective as of July 28, 2006. Since April 1, 2006 through December 31, 2012, I operated as the 100 percent owner of Morgan, Beebe & Harper of Nevada, Inc., a Nevada corporation dba Valuation Consultants.

On January 1, 2013, Larry Snyder, MAI and I formed a new partnership, Harper-Snyder & Associates, LLC, a Nevada limited liability company. We operated under the legal entity of Harper-Snyder & Associates, LLC, a Nevada limited liability company dba Valuation Consultants until this LLC was dissolved on December 31, 2014. As of January 1, 2015, I am operating as the 100 percent owner of Harper Appraisal, Inc., a Nevada corporation dba Valuation Consultants. I have over 30 years of experience in the appraisal of a variety of commercial properties.

Types of Properties Appraised/Services Provided

Adult Use, Apartments, Condemnation (total and partial takes), Condominium Projects (High-Rise and Garden Style), Daycare Facilities, Gaming Resorts, Golf Courses, Health/Fitness Centers, Hotels, Industrial Properties, Leasehold/Leased Fee Interests, Litigation Support, Master Planned Communities (Residential and Commercial), Medical Offices, Motels, Office Buildings/Complexes, Residential Subdivisions, Retail Projects, Self-Storage Facilities, Taverns, Triple Net Properties, Vacant Land (all types).

I assist companies in cases involving disputes arising from transactions involving real estate appraisals and estimated valuation opinions of real estate. I have been involved in various real estate litigations involving the application of proper appraisal standards such as FIRREA and USPAP. I help counsel evaluate real estate appraisal issues, identify key documents obtained during discovery and prepare for depositions and trial, and draft court filings. I have testified before the District Courts in Nevada and the Federal Bankruptcy Courts. I have also provided litigation consulting services on real estate appraisal matters to various parties throughout the State of Nevada.

Clients

Clients include banks, other lenders, insurance companies, attorneys and private parties. A list is available upon request.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

NOT TRANSFERABLE

NOT TRANSFERABLE

This is to Certify That: KEITH HARPER

Certificate Number: A-0000604-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: March 24, 2016

Expire Date: March 31, 2018

In witness whereof THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 649C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed hereon. This certificate must be conspicuously displayed in place of business.



FOR: VALUATION CONSULTANTS
4300 CANNOLI CIRCLE
LAS VEGAS, NV 89103

REAL ESTATE DIVISION

JOSEPH (JIM) BECKER

EXHIBIT 19

EXHIBIT 19

1 DAN M. WINDER, ESQ.
2 Nevada State Bar No. 001569
3 LAW OFFICE OF DAN M. WINDER, P.C.
4 3507 W. Charleston Blvd.
5 Las Vegas, NV 89102
6 Telephone: (702) 474-0523
7 Facsimile: (702) 474-0631
8 winderdanatty@aol.com
9 *Attorney for Winder Defendants*

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 LAVELLE P. ATKINSON, SHEILA
9 ATKINSON, individuals,
10 Plaintiffs,

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

11 vs.

11 **DEFENDANT WINDER'S RESPONSE**
12 **TO**
13 **PLAINTIFF LAVELLE P. ATKINSON'S**
14 **FIRST SET OF INTERROGATORIES**

12 CHARLES BROWN, an individual;
13 STACY BROWN, an individual;
14 LAW OFFICE OF DAN M. WINDER, P.C., a
15 domestic professional corporation;
16 DAN M. WINDER, an individual;
17 DOES I through X; and ROE
18 CORPORATIONS I through X, inclusive.
19 Defendants.

17 COMES NOW the Defendant, DAN M. WINDER, by and through his attorney, DAN M.
18 WINDER, ESQ. of the LAW OFFICES OF DAN M. WINDER, P.C., and hereby provides his
19 Responses to Plaintiff, Lavelle P. Atkinson's First Set of Interrogatories to Defendant Dan M.
20 Winder:

21
22 GENERAL OBJECTION: Plaintiff objects to all instructions, definitions or other
23 purported modifiers of the questions or requests appearing before the actual questions or requests
24 begin in that such material renders each question or request unduly burdensome, vague and
25 ambiguous.

26 The responses below are responses to the questions or requests as made in each request

1 without regard to any instructions, definitions or other material which appears before the actual
2 questions or requests.

3
4 **INTERROGATORY NO. 1:**

5 State the name, address, and phone number of the person(s) who answered or assisted in
6 answering these Interrogatories, as well as the person's authority to provide answers on behalf of
7 Defendant. If multiple persons provided answers or assisted in answering these Interrogatories,
8 please identify each individual separately and the Interrogatories in which he/she answered or
9 assisted in answering.

10 **RESPONSE TO INTERROGATORY NO. 1:**

11 Dan M. Winder, as the chief executive officer of the Law Offices of Dan M. Winder has
12 the authority to answer these interrogatories on behalf of Defendant Law Office. He was assisted
13 by Hamilton D. Moore, a Law Clerk who assembled some of the information required and who
14 worked on the Brown v Atkinson matter under the direction of Dan M. Winder.

15
16 **INTERROGATORY NO. 2:**

17 State the name, address, and telephone number of each person having knowledge of facts
18 material to this action and indicate the content of their knowledge. This Interrogatory necessarily
19 includes all persons, including but not limited to, all agents, employees, and/or former agents and
20 employees who possess any information, facts, writings, or evidence that are relevant to this action,
21 whether or not you intend to call them at trial.

22 **RESPONSE TO INTERROGATORY NO. 2:**

23 Defendant objects to this question on the grounds that the use of the term "material facts"
24 is vague and ambiguous. Defendant believes that this action is an action for malicious prosecution
25 and as such, is barred by the state of Nevada. Defendant has knowledge of this fact as do opposing
26 counsel. The following individuals have knowledge of facts addressed in the discovery

1 propounded by Defendants:

2 Dan M. Winder Esq.

3 Arnold Weinstock Esq.

4 Hamilton Moore

5
6 **INTERROGATORY NO. 3:**

7 State whether Defendant is in possession of any written statement(s) taken in connection
8 with the allegations contained within the Complaint, and if your response is anything other than
9 an unqualified "no," please identify the person giving the statement and all persons having custody
10 of the statement.

11 **RESPONSE TO INTERROGATORY NO. 3:**

12 The only written statements of which Defendant is aware are those statements already
13 produced by the Plaintiffs.

14
15 **INTERROGATORY NO. 4:**

16 Identify all documents, records, reports, etc. which were consulted and/or relied upon in
17 any way in answering these Interrogatories.

18 **RESPONSE TO INTERROGATORY NO. 4:**

19 Defendant consulted email communications concerning the Brown v Atkinson matter, the
20 Law Office's Case Management System (Time Matters), and the disclosures provided by Plaintiffs
21 as well as all of the documents listed in Defendants' First Disclosures.

22
23 **INTERROGATORY NO. 5:**

24 Identify each and every document, paper, statement, memorandum, photograph, picture,
25 plat, record, letter, recording or other exhibit which you reasonably expect to offer into evidence
26 at the time of trial.

1 **RESPONSE TO INTERROGATORY NO.5:**

2 At the present time, Defendant does not anticipate a trial will take place and thus does not
3 expect to offer any item into evidence. However, should this matter be tried, Plaintiff expects it
4 may enter every document listed in the Disclosures of each party into evidence.
5

6 **INTERROGATORY NO. 6:**

7 Describe in detail any special training or knowledge that Defendant has in the field of
8 Real Estate, including but not limited to any Real Estate licenses or certifications held at any
9 point, and any experience in participating or completing Real Estate-related courses, trainings, or
10 CLEs. Include in your response a detailed list of all applications submitted, hours of training
11 completed, and certifications obtained.

12 **RESPONSE TO INTERROGATORY NO. 6:**

13 Defendant has been a practicing lawyer for over *** years. In that capacity he has been
14 involved in numerous real estate matters including both transactional work and litigation.
15 Defendant has completed a course of study in Real Property as part of his law school curriculum.
16 To the extent this interrogatory requires additional information, Plaintiff objects on the ground
17 that it is not relevant to any party's claims or defenses and not proportional to the needs of the case,
18 considering the importance of the issues at stake in the action, the amount in controversy, the
19 parties' relative access to relevant information, the parties' resources, the importance of the
20 discovery in resolving the issues, and whether the burden or expense of the proposed discovery
21 outweighs its likely benefit.
22

23 **INTERROGATORY NO. 7:**

24 Describe in detail any special training or knowledge that Defendant has in the field of real
25 property appraisals, including but not limited to any experience or training in becoming a licensed
26 residential appraiser, certified residential appraiser, or certified general appraiser. Include in your

1 response a detailed list of all applications submitted, hours of training completed, and certifications
2 obtained.

3 **RESPONSE TO INTERROGATORY NO. 7:**

4 Plaintiff objects on the ground that it is not relevant to any party's claims or defenses and
5 not proportional to the needs of the case, considering the importance of the issues at stake in the
6 action, the amount in controversy, the parties' relative access to relevant information, the parties'
7 resources, the importance of the discovery in resolving the issues, and whether the burden or
8 expense of the proposed discovery outweighs its likely benefit. Without waiving this objection,
9 see answer to #6.

10
11 **INTERROGATORY NO. 8:**

12 Describe in detail all non-attorney-client privileged communications Defendant has had
13 with Mr. Brown as it relates to the Subject Property.

14 **RESPONSE TO INTERROGATORY NO. 8:**

15 None.

16
17 **INTERROGATORY NO. 9:**

18 Describe in detail any non-attorney-client privileged communications Defendant has had
19 with Mrs. Brown as it relates to the Subject Property.

20 **RESPONSE TO INTERROGATORY NO. 9:**

21 None.

22
23 **INTERROGATORY NO. 10:**

24 Identify each entity that Defendant has owned or worked for from May 18, 2013 to present
25 day.

1 **RESPONSE TO INTERROGATORY NO. 10:**

2 Plaintiff objects on the ground that the information sought is not relevant to any party's
3 claims or defenses and not proportional to the needs of the case, considering the importance of the
4 issues at stake in the action, the amount in controversy, the parties' relative access to relevant
5 information, the parties' resources, the importance of the discovery in resolving the issues, and
6 whether the burden or expense of the proposed discovery outweighs its likely benefit.

7
8 **INTERROGATORY NO. 11:**

9 Identify any and all other business ventures that Defendant has been involved in from May
10 18, 2013 to present day, aside from Law Office of Dan M. Winder, P.C.

11 **RESPONSE TO INTERROGATORY NO. 11:**

12 Plaintiff objects on the ground that the information sought is not relevant to any party's
13 claims or defenses and not proportional to the needs of the case, considering the importance of the
14 issues at stake in the action, the amount in controversy, the parties' relative access to relevant
15 information, the parties' resources, the importance of the discovery in resolving the issues, and
16 whether the burden or expense of the proposed discovery outweighs its likely benefit.

17
18 **INTERROGATORY NO. 12:**

19 Identify any and all monies that Defendant personally loaned to Mr. Brown or invested as
20 it relates to Mr. Brown's attempt to purchase the Subject Property. For all such monies loaned,
21 identify the purpose for each loan, the amount for each loan, and whether and when each loan was
22 paid back.

23 **RESPONSE TO INTERROGATORY NO. 12:**

24 None.
25
26

1 **INTERROGATORY NO. 13:**

2 Set forth the name and addresses of the bookkeepers, accountants, or accounting firms who
3 have done accounting work for Defendant and/or Law Office of Dan M. Winder, P.C.

4 **RESPONSE TO INTERROGATORY NO. 13:**

5 Plaintiff objects on the ground that the information sought is not relevant to any party's
6 claims or defenses and not proportional to the needs of the case, considering the importance of the
7 issues at stake in the action, the amount in controversy, the parties' relative access to relevant
8 information, the parties' resources, the importance of the discovery in resolving the issues, and
9 whether the burden or expense of the proposed discovery outweighs its likely benefit.

10
11 **INTERROGATORY NO. 14:**

12 Describe in detail Defendant's understanding of Mr. Brown's financial condition at the
13 time Defendant entered into an attorney-client relationship with Mr. Brown.

14 **RESPONSE TO INTERROGATORY NO. 14:**

15 At the time Defendant entered into an attorney-client relationship with Mr. Brown,
16 Defendant believed the Purchase Agreement and Joint Escrow Instructions (D 0002-0008) were
17 an asset sufficient to allow the purchase of the Subject Property by Mr. Brown. Defendant
18 understood that Mr. Brown did not have liquid assets.

19
20 **INTERROGATORY NO. 15:**

21 Identify any and all collateral and/or security that Mr. Brown provided to Defendant and/or
22 Law Office of Dan M. Winder, P.C. in return for obtaining any loan(s) from Defendant and/or
23 Law Office of Dan M. Winder, P.C.

24 **RESPONSE TO INTERROGATORY NO. 15:**

25 Defendants made no loans to Mr. Brown.
26

1 **INTERROGATORY NO. 16:**

2 Identify any and all individuals and/or entities that Defendant and/or Law Office of Dan
3 M. Winder, P.C. consulted with or sought advice from on the issue of Law Office of Dan M.
4 Winder, P.C. issuing check(s) as it related to the Subject Property.

5 **RESPONSE TO INTERROGATORY NO. 16:**

6 Defendant and the Law Office of Dan M. Winder did not consult with or seek advice from
7 any individual or entity pertaining to the issuance of checks as it related to the Subject Property.

8
9 **INTERROGATORY NO. 17:**

10 Identify all monetary transfers between Defendant personally and any of the witnesses
11 disclosed in this litigation (excluding Law Office of Dan M. Winder, P.C. and Arnold Weinstock)
12 from January 1, 2017 to present day, including the amount of the transfer, the consideration given
13 or taken in exchange for every transfer, the date of every transfer, the identity of the transferor or
14 transferee, and the purpose of every transfer.

15 **RESPONSE TO INTERROGATORY NO. 17:**

16 None except as indicated by the checks disclosed by Plaintiff as Atkinson00034 and 0404.

17
18 **INTERROGATORY NO. 18:**

19 Provide a list of all gifts that Mr. Brown (or anyone in any way connected to Mr. Brown)
20 has ever provided to Defendant personally or to the Law Office of Dan M. Winder, P.C. Include
21 in your response the monetary value of all such gifts.

22 **RESPONSE TO INTERROGATORY NO. 18:**

23 Objection, this question is unanswerable as written. Defendant has no knowledge of
24 everyone "in any way connected to Mr. Brown." Attempting to identify everyone connected to
25 Mr. Brown is impossible for the Plaintiff. Without waiving this objection, Defendant states that,
26 to the best of his recollection, neither Mr. Brown nor anyone known, without inquiry or research,

1 to be connected to Mr. Brown has ever provided gifts to the Winder defendants.
2

3 **INTERROGATORY NO. 19:**

4 State what agreement you or the Law Office of Dan M. Winder, P.C., had with Mr. Brown
5 and Mrs. Brown, as payment for legal services rendered, if any, pertaining to the Brown Litigation
6 and set forth what evidence you have in support of that agreement.

7 **RESPONSE TO INTERROGATORY NO. 19:**

8 Defendant and the Law Office of Dan M. Winder, P.C. had no agreements with Mrs.
9 Brown. The only agreements with Mr. Brown are disclosed as D 0009-0014.
10

11 **INTERROGATORY NO. 20:**

12 State when your involvement in the purchase of the Subject Property began and set forth
13 any documents you have in support of your response.

14 **RESPONSE TO INTERROGATORY NO. 20:**

15 To the best of Defendant's information and belief, Defendant's involvement in the
16 purchase of the Subject Property began about two weeks before the date of the check to Valuation
17 Consultants (Atkinson00034).
18

19 **INTERROGATORY NO. 21:**

20 State whether you or the Law Office of Dan M. Winder, P.C., assisted Mr. Brown in
21 identifying real property for purchase, including but not limited to the Subject Property.

22 **RESPONSE TO INTERROGATORY NO. 21:**

23 Neither Defendant nor Defendant Law Office assisted Mr. Brown in identifying real
24 property for purchase, including the Subject Property.
25
26

1 **INTERROGATORY NO. 22:**

2 State whether you or the Law Office of Dan M. Winder, P.C., assisted Mr. Brown in
3 identifying the owners of the Subject Property.

4 **RESPONSE TO INTERROGATORY NO. 22:**

5 Neither Defendant nor Defendant Law Office assisted Mr. Brown in identifying the owners
6 of the Subject Property.

7
8 **INTERROGATORY NO. 23:**

9 State what communication, if any, you or the Law Office of Dan M. Winder, P.C., ever
10 had with Plaintiffs, regarding the Subject Property.

11 **RESPONSE TO INTERROGATORY NO. 23:**

12 Defendant Law Office sent a letter to Plaintiffs dated the 6th of December, 2017. (Plaintiffs
13 First Disclosures Bates #0001.)

14
15 **INTERROGATORY NO. 24:**

16 State all facts which support, refute, or otherwise relate to Defendant's Second Affirmative
17 Defense in this litigation.

18 **RESPONSE TO INTERROGATORY NO. 24:**

19 The doctrine of unclean hands is an equitable doctrine that prevents relief to a party that
20 has acted improperly. *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637-38, 189
21 P.3d 656, 662 (2008). *Debunch v. State, ex rel. Dept. of Transp.*, 126 Nev. 705, 367 P.3d 762
22 (2010). Plaintiffs have acted improperly in the following manners.

23 Plaintiffs willfully and voluntarily and in the absence of any duress or incapacity, entered
24 into the Purchase Agreement and Joint Escrow Instructions (Bates #0002-8) and then reneged on
25 the Agreement.

26 Plaintiffs, given that the Judge in the Brown v Atkinson matter denied them the very relief

1 now sought in the current action, willfully failed to file a claim for attorneys' fees in Brown v
2 Atkinson. They waited until after the appeal time had run to file the instant action which is a thinly
3 veiled claim for attorney's fees, thus prejudicing the Winder Defendants and their client from
4 appealing the underlying final decision of the Court in Brown v Atkinson.

5 The current complaint is simply malicious prosecution suit. Plaintiffs, and their attorneys,
6 have full knowledge Nevada does not recognize a claims for malicious prosecution.

7 In their complaint, Plaintiffs falsely accuse Mr. Brown of burning the Subject Property
8 knowing they have no evidence to support the claim. They falsely named Mr. Brown as a suspect
9 to the Police who concluded there was no evidence to substantiate the claim..

10 Plaintiffs have made claims for fraud in this matter when they and their attorneys know
11 Plaintiffs have relied on no false statements made either by the Winder Defendants or Mr. Brown
12 and have suffered no damages as a result of any statements made

13 Plaintiffs have brought the instant litigation knowing full well their claims are barred by
14 issue and claim preclusion.

15 Plaintiffs have brought the instant litigation knowing full well their claims are barred by a
16 judicial proceedings immunity or privilege from liability to third persons, other than the attorneys'
17 client, for the attorneys' communications and actions in representing a client's interests in the
18 course of judicial proceedings. *7A C.J.S. Attorney & Client* § 230.

19
20 **INTERROGATORY NO. 25:**

21 State all facts which support, refute, or otherwise relate to Defendant's Fourth Affirmative
22 Defense in this litigation.

23 **RESPONSE TO INTERROGATORY NO. 25:**

24 Plaintiffs claims are barred by laches because the claims they have brought were resolved
25 in the Brown v Atkinson litigation. Plaintiff's might have filed a Motion for Reconsideration of
26 the order dismissing the claims brought in this case as being moot. The issue of attorney fees

1 should have been resolved in the Brown v Atkinson litigation. NRS 18.010 provides the only
2 avenue by which attorney fees might have been awarded in the Brown v Atkinson litigation.
3 Plaintiff's chose not to make such a motion, probably because the judge clearly intended not to
4 award them fees as evinced by his denial of the Plaintiffs'(Defendants therein) Motion to Amend
5 their answer to add the same causes of action which are the subject of this complaint. The Winder
6 Defendants would be unfairly prejudiced if this Court were to award attorneys fees as the time to
7 appeal the judgment in Brown v Atkinson has long since passed. *Collins v. Murphy*, 1997, 951
8 P.2d 598, 113 Nev. 1380

9 In the time which has lapsed, memories have faded, Mr. Brown is, apparently not amenable
10 to service, and, as consequence the Winder Defendants are prejudiced because if any one is liable
11 for Plaintiffs' claims, it is Mr. Brown and the Winder defendants are entitled to indemnity from
12 these claims by Mr. Brown. .

13
14 **INTERROGATORY NO. 26:**

15 State all facts which support, refute, or otherwise relate to Defendant's Fifth Affirmative
16 Defense in this litigation.

17 **RESPONSE TO INTERROGATORY NO. 26:**

18 THIRD PARTY CAUSATION. If Plaintiff has suffered any damages whatsoever, the
19 damages are a consequence of misconduct of their attorneys in bringing this litigation or the
20 malfeasance of their attorneys in not bringing these claims in the Brown v Atkinson litigation or
21 by the actions of Mr. Brown for whom this Defendant and the Defendant Law Office are not
22 responsible. They are not the result of any act or omission for which the Winder Defendants
23 may be held liable.

24
25 **INTERROGATORY NO. 27:**

26 State all facts which support, refute, or otherwise relate to Defendant's Eighth Affirmative

1 Defense in this litigation.

2
3 **RESPONSE TO INTERROGATORY NO. 27:**

4 INTERVENING CAUSE: To the extent Plaintiffs have stated a claim for relief, their
5 attorneys' failure to file a motion to Alter or Amend the Judgment or file a motion for attorney
6 fees in Brown v Atkinson is an intervening cause of their damages if any. Had these matters been
7 pursued thoroughly in the Brown v Atkinson action, the matter would have long since been
8 resolved. The Judge had already determined the claims they now bring were moot, their remedy
9 was an appeal or a Motion for attorneys' fees or a Motion to Alter or Amend Judgment. As the
10 Judge had already determined their claims were moot, it is unlikely they would have prevailed. If
11 they prevail in this action it is solely because their attorneys have created damages by judge
12 shopping and delay.

13
14 **INTERROGATORY NO. 28:**

15 State all facts which support, refute, or otherwise relate to Defendant's Ninth Affirmative
16 Defense in this litigation.

17 **RESPONSE TO INTERROGATORY NO. 28:**

18 Mitigation. Plaintiffs failed to adequately monitor the conduct of their attorneys who
19 purport to have amassed nearly \$73,000.00 in fees in defending Brown v Atkinson.. The submitted
20 bills demonstrate duplicated efforts from two separate firms and substantial charges for ill-advised
21 efforts to bring essentially the same claims they now bring in the prior litigation which have already
22 been denied and are barred by the holding in *Collins v. Murphy*, 1997, 951 P.2d 598, 113 Nev.
23 1380.

24
25 **INTERROGATORY NO. 29:**

26 Explain in detail all communications Defendant has had with anyone purporting to be an

1 “investor” in Charles Brown’s attempt to purchase the Subject Property. For each communication,
2 provide the following:

- 3 a. the actual or approximate date of the communication;
- 4 b. the names, last known addresses and telephone numbers of all persons who were parties to
5 the communication or who witnessed the communication;
- 6 c. the manner of the communication (e.g. face-to-face, telephone, e-mail, letter, etc.); and
- 7 d. the nature and substance of each communication.

8 **RESPONSE TO INTERROGATORY NO. 29:**

9 Defendant has had no communications with anyone purporting to be an “investor” in
10 Charles Brown’s attempt to purchase the Subject Property.

11 Defendant reserves the right to supplement these responses as discovery continues.

12
13 DATED this 27th day of JULY, 2020.

14
15 LAW OFFICE OF DAN M. WINDER, P.C.

16
17 _____
18 DAN M. WINDER, ESQ.
19 Nevada Bar Number 1569
20 3507 W. Charleston Blvd.
21 Las Vegas, Nevada 89102
22
23
24
25
26

1 VERIFICATION

2
3 STATE OF NEVADA)
4) ss.
5 COUNTY OF CLARK)
6

7 Dan M. Winder, being first duly sworn, deposes and says:

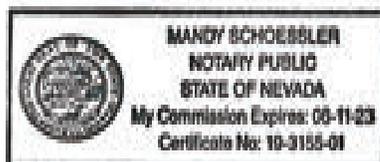
8 That he is A Defendant in the above-entitled action, that he has read the above and
9 foregoing DEFENDANT WINDER'S RESPONSE TO PLAINTIFF LAVELLE P.
10 ATKINSON'S FIRST SET OF INTERROGATORIES and knows the contents thereof; that
11 the same is true of his own knowledge except for those matters therein contained stated upon
12 information and belief, and as to those matters, he believes them to be true.

13
14 Dated this 27th day of July, 2020

15 
16 _____
17 Dan M. Winder

18 On this 27 day of July, 2020, personally appeared before me, a Notary
19 Public, in said State and County, Dan M. Winder, who acknowledged that he executed the above
20 instrument.

21 
22 _____
23 NOTARY PUBLIC, In and for said
24 State and County



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP (5)(b), I hereby certify that I am an employee of the LAW OFFICE OF
3 DAN WINDER, P.C., and that on the date stamped, I served the foregoing **DEFENDANT**
4 **WINDER'S RESPONSE TO PLAINTIFF LAVELLE P. ATKINSON'S FIRST SET OF**
5 **INTERROGATORIES** by serving the same with this Court's ECF System, to the attorney(s)
6 listed below:

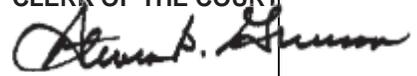
7 ADRIANA PEREYRA, ESQ.
8 Nevada Bar No. 12263
9 INTEGRITY LAW FIRM
10 819 South 6th Street
11 Las Vegas, Nevada 89101
12 Phone: 702.202.4449
13 Fax: 702.947.2522
14 E-mail: adriana@integritylawnv.com
15 Attorney for Plaintiff

JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
Nevada Bar No. 13822
MAIER GUTIERREZ &
ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Telephone: 702.629.7900
Facsimile: 702.629.7925
E-mail: jag@mgalaw.com
djb@mgalaw.com
Attorneys for Plaintiffs

16
17 _____
An employee of the Law Office of Dan M. Winder, P.C.
18
19
20
21
22
23
24
25
26

EXHIBIT 20

EXHIBIT 20



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

CHARLES BROWN,
Plaintiff,
vs.
LAVELLE ATKINSON,
Defendant,

CASE#: A-18-774764-C
DEPT. VIII

BEFORE THE HONORABLE CHARLES THOMPSON,
SENIOR DISTRICT COURT JUDGE
THURSDAY, JANUARY 17, 2019

**RECORDER'S TRANSCRIPT OF HEARING:
ALL PENDING MOTIONS**

APPEARANCES:

For the Plaintiff: DAN M. WINDER, ESQ.

For the Defendant: ADRIANA PEREYRA, ESQ.
DANIELLE J. BARRAZA, ESQ.

RECORDED BY: ROBIN PAGE, COURT RECORDER

1 Las Vegas, Nevada, Thursday, January 17, 2019

2
3 [Hearing began at 10:05 a.m.]

4 THE COURT: All right, Brown versus Atkinson.

5 MS. PEREYRA: Good morning, Your Honor, Adriana Pereyra
6 for defendants, bar number 12263.

7 MS. BARRAZA: Good morning, Your Honor, Danielle Barraza
8 on behalf of the defendants.

9 MR. WINDER: Good morning, Your Honor, Dan Winder on
10 behalf of the plaintiff, bar umber 1569.

11 THE COURT: Let's do the motion for summary judgment first.

12 MS. BARRAZA: Perfect. I'm sure the Court's read
13 everything. I'll be briefly. Very brief factual background, the plaintiff has
14 contended that what he does is he drives around looking for abandoned
15 properties and that's what happened here. He was driving around and
16 came across the Atkinson's commercial property which was not listed for
17 sale, no sign out front saying it was for sale. He determined it was
18 abandoned, did some research and then discovered the Atkinson's
19 residential address, which he then went to and in some way they agreed
20 to sell the property to him.

21 It's undisputed that there was a document entitled purchase
22 agreement and joint escrow instructions, which was signed by
23 everybody. But the ultimate issue here is despite the title of that
24 document there are no actual escrow instructions anywhere in that
25 document. The document specifically says the escrow agent will be

1 determined by buyer. Discovery has not come up with any kind of
2 escrow agent. That burden has not been met. And that's pertinent
3 because the contract specifically states that it only becomes effective
4 upon the contract being delivered to the escrow agent. And so despite
5 the parties signing the document it wasn't ever delivered to an escrow
6 agent. Evidence -- there has been zero evidence indicating it has.

7 The Court has read our arguments regarding even if the
8 contract was somehow effective, plaintiff simply did not perform and did
9 not meet his burden of proving that he did perform in any way. I'm sure
10 the Court's seen the attempt to produce evidence in the form of a Kelly
11 Mortgage Loan approval letter, which was proven to be false.

12 THE COURT: Well that's a fraudulent document.

13 MS. BARRAZA: Exactly. And I don't think that's even
14 disputed, because thereafter the story was changed and --

15 THE COURT: He said he had the money anyway from an
16 investor.

17 MS. BARRAZA: Exactly. He said he had the money from an
18 investor, which wasn't even consistent in his deposition because at one
19 point he said I did not -- he did not identify any specific investors. And
20 so, that's kind of a new angle that we're seeing being taken now. And I
21 don't know if the Court has reviewed the document that was just filed
22 yesterday by the plaintiff?

23 THE COURT: Yeah, I just go it this morning.

24 MS. BARRAZA: Right, and so that's kind of the new angle
25 they're taking with this supposed new investor. Even if the Court wants

1 to consider that beyond the discovery cut off, even if the Court wants to
2 consider that, if you look at the actual documents it's supposed bank
3 records from March or I think May of 2016. And this agreement,
4 purchase agreement was being done in July of 2017. And so any sort of
5 bank documents, even if all that is, you know, true authenticated, which
6 we still dispute, doesn't in any way show proof of funds. So, there's
7 simply no evidence and if the Court has any questions.

8 THE COURT: Okay. Mr. Winder.

9 MR. WINDER: Your Honor, I don't dispute that there should
10 be summary judgment granted, but it should be granted in favor of my
11 client, Your Honor. There was a contract, a purchase agreement, there
12 were escrow instructions, there were escrow --

13 THE COURT: Was the escrow ever opened?

14 MR. WINDER: Yes, Your Honor.

15 THE COURT: Where?

16 MR. WINDER: And I believe that there's the --

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

18 MR. WINDER: I don't have the name of that offhand, Your
19 Honor. I mean, I apologize. I can --

20 THE COURT: Well your client never -- there was an earnest
21 money deposit of \$1000, right?

22 MR. WINDER: Correct, Your Honor.

23 THE COURT: Did he put that in escrow?

24 MR. WINDER: Yes, Your Honor.

25 THE COURT: Where?

1 MR. WINDER: And I don't have that name offhand, Your
2 Honor, I can recall but I --

3 THE COURT: He never put \$1000 in escrow, did he?

4 MR. WINDER: I'm almost positive he did, Your Honor, and
5 we can -- the --

6 THE COURT: I haven't seen any evidence of that \$1000
7 being deposited and you don't know where it was.

8 MR. WINDER: There's the Exhibit 4, Your Honor, attached to
9 the defendant's brief which has a copy of the check from escrow. Let
10 me grab that, Your Honor.

11 THE COURT: Maybe I misunderstood. I thought that there
12 was never an escrow opened and that the \$1000 was never paid.

13 MR. WINDER: No, Your Honor.

14 THE COURT: And that -- I know in your last document that
15 you -- I handed -- was handed this morning, you said that the \$1000 was
16 in escrow and I didn't see any evidence of that. Maybe I'm
17 misunderstand, but I --

18 MR. WINDER: No, the \$1000 was not deposited. The cash
19 was not deposited into escrow, Your Honor.

20 THE COURT: Well what did you say in your --

21 MR. WINDER: That he indicates the he has investors and he
22 had the ability to pay \$100 -- \$1000; that the \$1000 was deposited into
23 an escrow account and then they never followed through.

24 THE COURT: Okay on page 3 of the document that I was
25 handed this morning, it says in short defendants agreed to sell the

1 property to plaintiff. That's true. Escrow instructions were signed and a
2 deposit made to escrow. Now I haven't seen any evidence of that.
3 Plaintiffs secured funding but defendants after they learned there was a
4 tax lien they failed to follow through.

5 MR. WINDER: That's correct, Your Honor. And so my client
6 had the ability to pay the hundred -- the balance of the \$99,000. They
7 failed to follow through. They failed to provide title.

8 THE COURT: So the -- the \$1000 was in the escrow?

9 MR. WINDER: Yes, Your Honor, and I -

10 THE COURT: You're sure of that?

11 MR. WINDER: Well, I'm pretty sure of it, Your Honor. If we --

12 THE COURT: Because I didn't see any evidence of \$1000 in
13 an escrow. Matter of fact I'm not sure an escrow was ever set up.

14 MR. WINDER: Okay.

15 THE COURT: You don't know the name of the title company
16 where the --

17 MR. WINDER: No, I don't, Your Honor, and if we could trail
18 this 10 minutes I will get the name of that -- exact name of that, Your
19 Honor.

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

22 MR. WINDER: Okay.

23 THE COURT: C'mon.

24 MR. WINDER: Yes, Your Honor.

25 THE COURT: Counsel, anything further?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MS. BARRAZA: No, Your Honor.

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

MS. BARRAZA: Thank you, Your Honor.

MR. WINDER: Thank you.

THE COURT: And that makes moot the other pending matters.

MS. BARRAZA: Yes, Your Honor.

MR. WINDER: Thank you.

THE COURT: And the arbitration hearing that's scheduled for January 24 is off calendar.

MS. BARRAZA: Thank you.

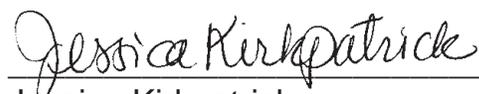
THE COURT: Prepare an appropriate order with findings please.

MS. BARRAZA: Yes, thank you.

[Hearing concluded at 10:12 a.m.]

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.



Jessica Kirkpatrick
Court Recorder/Transcriber

EXHIBIT 21

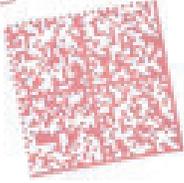
EXHIBIT 21

ATKINSON0401



For Return Mail Purposes Only
PO Box 5200
Sioux Falls SD 57107-6200

PRESORTED
FIRST CLASS



U.S. POSTAGE
FIRST CLASS
ZIP 57104 \$ 000.42⁴
02 40
0000344585 JAN 18 2010

FINANCIAL SOLUTIONS & REAL ESTATE

FINANCIAL SOLUTIONS & REAL ESTATE
JOYCE MACK
11801 PIERCE ST 2ND FLOOR
RIVERSIDE CA 925054408



New Address? Call us 24 hours at
1-800-TO-WELLS (1-800-869-3557)
LLL-LMB 52505

PET APP 0777

FIRST CLASS
PRESORTED

12/14/18

US POSTAGE
\$00.37
DEC 13 2018
ZIP 000850
213007867



NIXIE 910 EE 1 0012/21/18

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

MANUAL PROC REQ *8952-00547-21-13



-- 9388110742200477

ANK

KAJ7659 93754

OTS

WELLS
FARGO

Wells Fargo Bank
MAC 9777-112
P.O. Box 5190
Sioux Falls, SD 57117-5190

12/10/2018



000013 L27MVA48
JOYCE MACK
3281 E GUASTI RD STE 700
ONTARIO, CA 91761-7643

RE: Account Number:
Token Number: MN324969348553.1B
Number of Pages, including cover: 3

Dear Customer:

Thank you for allowing us to assist you by providing our research photocopy service. We have enclosed the information you requested on the account referenced above. If you have any questions specific to the enclosed information, please call us at 1-800-TO-WELLS (1-800-869-3557) where we are available to assist you 24 hours a day, 7 days a week.

Again, thank you for your business. We appreciate the opportunity to serve you.

Sincerely,

Wells Fargo Bank

VTWMSFD 100000 600000 MANN MANN STVAL1830596 010000 JMLJCT

002100

PEATKINSON0409

EXHIBIT 22

EXHIBIT 22

AFFIDAVIT OF JOYCE MACK

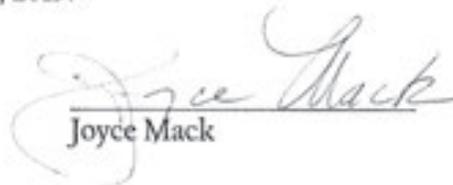
State of California)
)ss.
County of Orange)

BEFORE ME, upon this day personally appeared JOYCE MACK, who after being duly sworn, deposes and says the following under oath:

1. My name is Joyce Mack. I am over the age of eighteen (18). I am competent and capable of making this affidavit. I have personal knowledge of the facts set forth herein and such facts are true and correct.
2. I am an employee of in Financial Solutions & Real Estate Network Group, and currently residing in Riverside, California.
3. I have been employed by Financial Solutions & Real Estate Network Group, for twelve (12) years.
4. My title is Broker/Manager.
5. On or around August 1, 2017, I received a referral for a loan from Mortgage Consultant, Amanuel Brooks, for a loan for a Charles Brown ("Mr. Brown"), to obtain a loan to purchase a property located at 2315 N. Decatur Boulevard, in Las Vegas, Nevada.
6. Mr. Brown produced a Purchase Agreement and Joint Escrow Instructions ("Purchase Agreement") dated July 6, 2017, listing his name, Charles Brown, as the "Buyer" and Sheila and LaVell Atkinson as the "Sellers" (See Exhibit "1").
7. On or around August 21, 2017, Mr. Brown attempted to pay for the \$1,000.00 application fee with a check from a law firm to apply for the loan, which we were not able to accept because it came from a third-party who was not part of the Purchase Agreement, so instead, Mr. Brown paid the \$1,000.00 in cash.
8. The Uniform Residential Application ("Application") that Mr. Brown submitted was under a Stacy Brown's name (See attached Exhibit "2").
9. In addition to the loan application, Mr. Brown submitted a letter from Valuation Consultants, containing an "As Is" and a "Prospective Value" of the Property, signed by Keith Harper, MAI (See attached Exhibit "3").
10. Based on the Application and valuations submitted by Mr. Brown, I prepared a Conditional Loan Quote and a Good Faith Estimate (GFE) dated August 28, 2017, that had to be signed by Stacy Brown within two days or it would expire (See attached Exhibit "4").

11. I contacted Mr. Brown numerous times to obtain clarification of the person who was purchasing the Property because there was a discrepancy with the Purchase Agreement listing the Buyer as Charles Brown, and the application for the loan listing the Borrower as Stacy Brown (See Exhibits "1" and "2"). Mr. Brown did not respond to our requests for clarification.
12. I searched for the Seller's contact information through People Search and obtained Sheila Atkinson's phone number. I contacted Mrs. Atkinson to inquire who the Buyer was, Stacy or Charles Brown, at which time Mrs. Atkinson informed me that she was no longer selling the Property at that time and that she had already informed Mr. Brown of this.
13. Mr. Brown never contacted our office again, so the file was closed, and the loan application was cancelled.
14. I never spoke with, or had any contact with Stacy Brown.
15. I only communicated with Mr. Brown through telephone and through Mr. Brooks, who was the real estate agent for Mr. Brown.
16. This company handles loan applications only and does not handle escrow; therefore, Financial Solutions never opened escrow on behalf of Mr. Brown nor received any escrow funds.
17. The attached documents are the type normally kept in the ordinary and normal course of our business.
18. The attached documents are kept under my supervision, custody or control.
19. The attached documents are exact duplicates of the records kept by our office.

Dated this 14th day of January, 2019.


 Joyce Mack

SUBSCRIBED and SWORN before me this

14th day of JANUARY, 2019.

 Notary Public

see attached acknowledge

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6 January 2019 before me, DiOndra Anderson

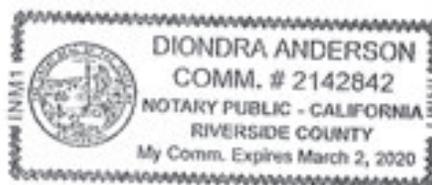
A Notary Public personally appeared Joyce Mack

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

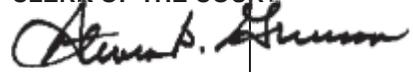
Signature 



(Seal)

EXHIBIT 23

EXHIBIT 23



1 DAN M. WINDER, ESQ.
Nevada Bar No. 001569
2 ARNOLD WEINSTOCK
Nevada Bar No. 810
3 LAW OFFICE OF DAN M. WINDER, P.C.
3507 West Charleston Blvd.
4 Las Vegas, Nevada 89102
Telephone (702) 474-0523
5 Facsimile (702) 474-0631
Attorney for Winder Defendants

6 **8TH JUDICIAL DISTRICT COURT**
7 **CLARK COUNTY, NV**

8 Lavelle P. Atkinson, Sheila Atkinson,
9 individuals,

10 Plaintiffs

11 VS.

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

15 Defendants

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

Date of Hearing: 10/27/20
Time of Hearing: 9AM

**WINDER DEFENDANTS'
OPPOSITION TO
PLAINTIFFS' MOTION
TO
COMPEL #2 (09/21/20)**

17 Defendants Law Office of Dan M. Winder P.C and Dan M. Winder, by and through their
18 attorney Arnold Weinstock of The Law Office of Dan M. Winder P.C. hereby oppose Plaintiffs'
19 Motion to Compel #2 filed the 21st day of September, 2020.

20 POINTS AND AUTHORITIES

21 1. UNDERLYING FACTS AND NATURE OF PLAINTIFFS' CLAIM.

22 Plaintiffs have filed a malicious prosecution lawsuit in a matter where no criminal action
23 was ever brought against them. Nevada does not recognize a tort of malicious prosecution in the
24 absence of a criminal proceeding.

25 Every action taken by the Winder Defendants was taken as an attorney representing Mr.
26 Brown in his efforts to enforce a land sales agreement on which the Plaintiffs had reneged. In his

1 capacity as the attorney for Mr. Brown, Mr. Winder paid two costs associated with the enforcement
2 of the agreement, costs he believed would result in an appraisal and an escrow being opened.
3 When the Plaintiffs in this action refused to participate in the agreed upon sale, Mr. Winder filed
4 litigation to enforce the agreement. Plaintiffs attempted in that case to bring the same claims they
5 now bring. The court denied those claims as being moot when it granted summary judgment in
6 favor of the Plaintiffs. Now they seek a second bite at the apple despite their claims being barred
7 by issue and claim preclusion and not viable because of the judicial and litigation privilege of the
8 Winder Defendants. The instant action is for attorney fees incurred in the prior action and this
9 action. In addition to having tried to bring these claims in the prior action, Plaintiffs never filed a
10 motion for attorneys fees in that action.

11 It is well settled that, in the absence of a statute or contract authorizing such an award,
12 attorney's fees may not be recovered by a party to litigation. NRS 18.010; *623 *State ex rel. List*
13 *v. Courtesy Motors*, 95 Nev. 103, 590 P.2d 163 (1979); *City of Las Vegas v. Southwest Gas*, 90
14 Nev. 178, 521 P.2d 1229 (1974). *Guild, Hagen & Clark, Ltd. v. First Nat. Bank of Nevada*, 95
15 Nev. 621, 622–23, 600 P.2d 238, 239 (1979). Plaintiffs have no express contractual relationship
16 with the Defendants and they make no pretext of offering any statutory authority for their claims.

17 NRCP 54 provides:

18 (2) *Attorney Fees.*

19 (A) *Claim to Be by Motion.* A claim for attorney fees must be made by
20 motion. The court may decide a post judgment motion for attorney fees
21 despite the existence of a pending appeal from the underlying final
judgment.

22 (B) *Timing and Contents of the Motion.* Unless a statute or a court order
provides otherwise, the motion must:

23 (i) be filed no later than 21 days after written notice of entry of
24 judgment is served

25 Although Atkinson's Motion to Amend the Complaint to assert the claims they now assert was
26 denied in the prior action, Atkinson's filed no Motion for attorney's fees in that action. As the

1 time has lapsed, they could no longer maintain that claim. They might also have sought, as they
2 do here, that the attorney's fees award be made against the Winder Defendants. This they failed
3 to do. If they ever had the right to make a claim for attorney fees against the Winder Defendants,
4 they have long since waived that claim by not making the claim in the prior proceeding.

5 In addition, the Winder Defendants have an absolute litigation and judicial privilege
6 which bars Plaintiffs' claims.

7 Plaintiffs' allegation of fraud is defective on its face. They allege they would not have
8 signed the agreement had they known that Brown did not intend to pay them cash. The
9 agreement contemplated they would be paid in cash and for the agreement to be consummated
10 the Atkinson's would have had to be paid in cash. As to the remaining allegations, Plaintiffs do
11 not, and cannot in good faith, allege that either Brown or Winder had any intention whatsoever
12 of engaging in the conduct complained of at the time the Atkinsons signed the sales agreement.

13 Against this backdrop, Plaintiffs are demanding Defendants produce their client lists,
14 their phone records, their CLE records from the beginning of time and many other irrelevant,
15 privileged and unnecessary items.

17 2. **RESPONSE TO THE SPECIFIC ITEMS RAISED BY PLAINTIFFS**

18 2.1. **INTERROGATORY NUMBER 6**

19 Describe in detail any special training or knowledge that Defendant has in
20 the field of Real Estate, including but not limited to any Real Estate licenses
21 or certifications held at any point, and any experience in participating or
22 completing Real Estate-related courses, trainings, or CLEs. Include in your
23 response a detailed list of all applications submitted, hours of training
24 completed, and certifications obtained.

23 **RESPONSE TO INTERROGATORY NO. 6:**

24 Defendant has been a practicing lawyer for over *** years. In that capacity,
25 he has been involved in numerous real estate matters including both
26 transactional work and litigation. Defendant has completed a course of
study in Real Property as part of his law school curriculum. To the extent
this interrogatory requires additional information, Plaintiff objects on the

1 ground that it is not relevant to any party's claims or defenses and not
2 proportional to the needs of the case, considering the importance of the
3 issues at stake in the action, the amount in controversy, the parties' relative
4 access to relevant information, the parties' resources, the importance of the
5 discovery in resolving the issues, and whether the burden or expense of the
6 proposed discovery outweighs its likely benefit.

7 Defendant has been a practicing attorney for over 20 years. This blank was not filled in
8 because the Winder Defendants believed progress was being made to a resolution of the partys'
9 claims and the clear availability of the information to the opposing party.

10 Defendant has answered the question fully but for any experience in participating or
11 completing Real Estate-related courses, trainings, or CLEs and providing a detailed list of all
12 applications unbitted, hours of training completed. Presumably this request extends nearly 60
13 years back to Defendant's birth. Defendant does not maintain his CLE records by type of course
14 taken and probably does not have such information in his possession. This discovery is not
15 relevant to any issue in the case. Mr. Winder had no plan to defraud the Atkinson's of anything
16 and his knowledge of real estate does not bear on that issue whatsoever.

17 **2.2. INTERROGATORY NO. 10:**

18 Identify each entity that Defendant has owned or worked for from May 18,
19 2013 to present day.

20 **RESPONSE TO INTERROGATORY NO. 10:**

21 Plaintiff[sp] objects on the ground that the information sought is not
22 relevant to any party's claims or defenses and not proportional to the needs
23 of the case, considering the importance of the issues at stake in the action,
24 the amount in controversy, the parties' relative access to relevant
25 information, the parties' resources, the importance of the discovery in
26 resolving the issues, and whether the burden and expense of the proposed
discovery outweighs its likely benefit.

Mr. Winder's knowledge of real estate transactions is not relevant to any party's claims
and cannot show anything about whether he was involved in the completely unproven scheme
proffered by Plaintiffs. During the period in questions he has probably worked for hundreds of

1 entities as their attorney. Such information is completely privileged and is simply not
2 discoverable. Producing a list of clients he has worked for over the period would be difficult and
3 segregating that list into a list of entities extremely burdensome.

4
5 **2.3. INTERROGATORY NO. 11:**

6 Identify any and all other business ventures that Defendant has been
7 involved in from May 18, 2013 to present day, aside from Law Office of
8 Dan M. Winder, P.C.

9 **RESPONSE TO INTERROGATORY NO. 11:**

10 Plaintiff[sp] objects on the ground that the information sought is not
11 relevant to any party's claims or defenses and not proportional to the needs
12 of the case, considering the importance of the issues at stake in the action,
13 the amount in controversy, the parties' relative access to relevant
14 information, the parties' resources, the importance of the discovery in
15 resolving the issues, ed discovery outweighs its likely benefit.

16 Plaintiffs simply seek to vex and annoy Defendant with their inquiries into his personal
17 and business life. His acumen and experience in the real estate injury is simply not pertinent to
18 the issues in this litigation. Although Plaintiffs purport to have made other claims, they fully admit
19 their claim is simply a claim for malicious prosecution. Defendant's brief P9 L 26 through page
20 10 L6:

21 Charles Brown, Law Office of Dan M Winder P.C. and Dan
22 Winder wrongfully initiated litigation against the Atkinsons and
23 wrongfully abused the litigation process by producing numerous
24 fabricated and fraudulent documents during discovery. The litigation
25 process was also abused by the failure to disclose the "appraisal" that
26 Charles Brown, Dan M Winder P.C. and Dan Winder paid for regarding the
Property. Charles Brown, Law Office of Dan M Winder P.C. and Dan
Winder unsuccessfully attempted to pass off the Conditional Loan Quote
and Good Faith Estimate (GFE) that Mr. Brown received from Financial
Solutions & Real Estate Network Group as legitimate proof of financing
during the litigation.

As is well known to Plaintiffs, Nevada does not recognize a claim for malicious prosecution:

1 Previously, in *Dutt v. Kremp* [111 Nev. 567, 571–75, 894 P.2d 354, 357–59
2 (1995)] a case involving malicious prosecution and abuse of process claims
3 against an attorney who filed a medical malpractice lawsuit against a group
4 of physicians, this *31 court discussed a malicious prosecution claim arising
5 from the commencement of a wrongful *civil* proceeding.¹¹ In *Dutt*, we set
6 forth the elements of malicious prosecution in terms of a “prior action”
rather than a “prior criminal proceeding.” We overrule *Dutt* to the extent
that the opinion suggests that a plaintiff may claim malicious prosecution in
the absence of a “prior *criminal* proceeding.” *LaMantia v. Redisi*, 118 Nev.
27, 30–31, 38 P.3d 877, 880 (2002)

7 All of the damages sought by Plaintiffs arise from the prior litigation and are repeatedly
8 represented by Plaintiffs to be “wrongful” conduct. Thus their claims are completely barred. In
9 addition, these exact same claims were brought in the prior litigation and denied by that Court and
10 are thus barred by claim and issue preclusion.

11 Everything the Plaintiffs allege was done by the Winder Defendants was done as the
12 attorney for Mr. Brown. While some actions by Mr. Winder predate the signing of retainer
13 agreements, it is clear from the retainer agreements that Mr. Winder’s legal representation began
14 with his first involvement with Mr. Brown in connection with this matter. Mr. Winder paid for an
15 appraisal and escrow fee, he was merely paying the costs of litigation as do most attorneys who
16 work, as Mr. Winder was here, on a contingent basis.

17 For example see Defendant’s answer to Interrogatory # 20:

18 **INTERROGATORY NO. 20:**

19 State when your involvement in the purchase of the Subject Property began
20 and set forth any documents you have in support of your response.

21 **RESPONSE TO INTERROGATORY NO. 20:**

22 To the best of Defendant's information and belief, Defendant's involvement
23 in the purchase of the Subject Property began about two weeks before the
24 date of the check to Valuation Consultants (Atkinson00034).

25 **2.4. INTERROGATORY NO. 13:**

26 Set forth the name and **addresses** of the bookkeepers, accountants, or
accounting firms who

1 have done accounting work for Defendant and/or Law Office of Dan M.
2 Winder, P.C.

3 **RESPONSE TO INTERROGATORY NO. 13:**

4 Plaintiff[sp] objects on the ground that the information sought is not
5 relevant to any party's claims or defenses and not proportional to the needs
6 of the case, considering the importance of the issues at stake in the action,
7 the amount in controversy, the parties' relative access to relevant
8 information, the parties' resources, the importance of the discovery in
9 resolving the issues, and whether the burden or expense of the proposed
10 discovery outweighs its likely benefit.

11 Plaintiffs wish to rummage through Defendants' Bank accounts for the sole purpose of
12 determining whether any money was transferred from Charles Brown to the Winder Defendant's
13 Trust account. Mr. Winder and the Law Office of Dan M. Winder freely admit that neither Mr.
14 Brown nor any other person transferred any money to Mr. Winder before or after Mr. Winder
15 issued the checks in question. He issued those checks in payment of costs in pursuit of Mr.
16 Brown's claim as most contingent fee lawyers advance costs. Neither check was written on
17 Defendant Winder Law's Trust Account.

18 **2.5. THE REQUESTS TO PRODUCE**

19 **RFP NO. 3:**

20 Produce all non-privileged documents which support, refute, or in any way
21 relate to the incidents described in Plaintiffs' Complaint in this litigation.

22 **RESPONSE TO RFP NO. 3:**

23 Defendants' First Disclosures are in the possession of Plaintiffs' counsel.
24 Defendant's initial disclosure document is in the possession of Plaintiffs'
25 counsel.

26 While this request is extremely vague and overbroad, Defendants believe they have produced all
documents in their possession which are responsive to the request. Defendants have responded to
this request completely and fully and are presently unaware of any additional documents which
would support, refute, or in any way relate to the incidents described in Plaintiff's Complaint.

1 **RFP 15 regarding documents evidencing Mr. Winder's ownership interest in**
2 **any entity at any point from May 1, 2013 through present day.**

3 As discussed above, Mr. Winder's acumen with real estate transactions is immaterial to
4 this action. This request is simply meant to vex and annoy. In any event, the request is extremely
5 overbroad. There is no evidence of any plan by Mr. Winder to defraud the Plaintiffs. Given the
6 utter lack of evidence and plausible theories posited by Plaintiffs, this intrusion into Defendant's
7 personal life is simply not warranted.

8 **RFP 16 regarding documents evidencing Mr. Winder's ownership interest in any**
9 **real property (commercial or residential) at any point from May 1, 2013 through**
10 **present.**

11 Although Plaintiff alleges that the Winder Defendants were involved in fraudulent
12 obtaining and paying for a Conditional Loan Quote and Good Faith Estimate, there is no allegation
13 that Plaintiffs in any way relied upon these documents. In fact, they did not. They were not even
14 aware of these documents until after the Brown v Atkinson litigation began. That being these
15 documents prove nothing in consequence in this litigation. Certainly nothing can be proved by
16 delving into Mr. Winder's ownership of property.

17
18 **RFP 17 regarding documents evidencing all entities that Mr. Winder has worked**
19 **for as an employee or independent contractor from May 1, 2013 through present**
20 **day.**

21 Given the utter lack of facts or viable theories posited by Plaintiffs, this information is an
22 unwarranted intrusion into highly privileged information. It seeks the identify of every entity
23 which has employed Mr. Winder as an attorney for the last years. This probably numbers in the
24 thousands. The identity of these clients is privileged.

25 **RFP 18 regarding documents evidencing all other business ventures that**
26 **Defendant has been involved in from May 18, 2013 to present day, aside from**
Law Office of Dan M.Winder, P.C.

1 Defendants' knowledge or lack of knowledge of the real estate field is immaterial to this
2 litigation. Mr. Winder's involvement in business ventures is his personal business which cannot
3 possibly assist the trier of fact in determining any matter of relevance to this proceeding especially
4 given the implausibility of Plaintiffs' inference and the utter failure to state a claim cognizable in
5 Nevada.

6 RFP 29 regarding documents evidencing phone records [sic] between Mr. Winder
7 and any of the witnesses disclosed in this **litigation** from January 2017 to present
8 day, including records showing the length of phone calls.

9 So far as Defendants are aware, there are no phone records between the Winder Defendants
10 and any witness to this case but for Mr. Brown. Mr. Winder has known Mr. Brown for many years
11 and has represented him on more than one occasion. Proof that there are phone calls between Mr.
12 Winder and Mr. Brown will prove nothing pertinent to this litigation. If Defendants are required
13 to search their phone records, Plaintiffs should be required to provide the number which they wish
14 Defendant to search for..

15 **RFP NO. 30:**

16 If no documents are produced in response to Request No. 29 then produce
17 all documents reflecting the manner in which Defendant maintains phone
18 records (both as it relates to personal phone lines and phone lines for Law
19 Office of Dan M. Winder, P.C.), including documents reflecting any
deletion practices.

20 **RESPONSE TO RFP NO. 30:**

21 The only records responsive to this case would be the bills from Defendants'
22 phone company. These records contain mostly confidential and proprietary
23 information which is not discoverable and in any event is privileged.
24 Production of those records to this Plaintiff would not result in any
25 conceivable benefit to the Plaintiff in this case. This request is not relevant
26 to any party's claims or defenses, proportional to the needs of the case,
considering the importance of the issues at stake in the action, the amount
in controversy, and the importance in resolving th the Plaintiff in resolving
the issues in this litigation.

1 Defendants have no documents reflecting the manner in which Defendants maintain phone
2 records and no documents reflecting deletion practices. Providing Phone records of the Winder
3 Defendants to these Plaintiffs is tantamount to disclosing Defendant's client list which is clearly
4 privileged.

5
6 **3. CONCLUSION**

7 Given the high likelihood this matter will be dismissed as a result of a NRCP 12(c)
8 Motion for Judgment on the Pleadings, the complete irrelevance of the matter sought, the burden
9 imposed upon the Defendants and the ultimate lack of benefit to the Plaintiffs, Plaintiffs' Motion
10 should be denied in its entirety.

11
12 DATED this 6th day of October, 2020.

13
14 /s/Dan M. Winder
15 DAN M. WINDER, ESQ.
16 Nevada Bar No. 001569
17 Arnold Weinstock
18 Nevada Bar No. 810
19 LAW OFFICE OF DAN M. WINDER, P.C.
20 3507 West Charleston Blvd.
21 Las Vegas, Nevada 89102
22 Telephone (702) 474-0523
23 Facsimile (702) 474-0631
24 Attorney for Winder Defendants

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

CERTIFICATE OF SERVICE

I certify I served the parties of record with the foregoing document via the Court's Electronic Case
Filing System on the date stamped thereon by the system.

/s/ Hamilton Moore

An employee of the Law Office of Dan M. Winder, P.C.

EXHIBIT 24

EXHIBIT 24

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

DISTRICT COURT

CLARK COUNTY, NEVADA

LAVELLE P. ATKINSON,)
SHEILA ATKINSON,)
individuals,)
)
Plaintiffs,) Case No. A-19-804902-C
) Dept No. 26
vs.)
)
CHARLES BROWN, an)
individual; LAW OFFICE)
OF DAN M. WINDER P.C., a)
domestic professional)
corporation; DAN M.)
WINDER, an individual,)
et al.,)
)
Defendants.)
_____)

**CONDENSED
TRANSCRIPT**

REMOTE VIDEOCONFERENCE DEPOSITION OF

LaVELL P. ATKINSON

Taken on Monday, March 29, 2021

At 10:13 a.m.

WITNESS APPEARING REMOTELY FROM

Las Vegas, Nevada

REPORTED REMOTELY BY: JO A. SCOTT, RPR, CCR NO. 669

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

2 (Pages 2 to 5)

Page 2

1 APPEARANCES:
2 For the Plaintiffs:
3 DANIELLE J. BARRAZA, ESQ. (PRESENT VIA VIDEOCONFERENCE)
4 Maier Gutierrez & Associates
5 8816 Spanish Ridge Avenue
6 Las Vegas, Nevada 89148
7 (702) 629-7900
8 ADRIANA PEREYRA, ESQ. (PRESENT VIA VIDEOCONFERENCE)
9 Integrity Law Firm
10 819 South 6th Street
11 Las Vegas, Nevada 89101
12 (702) 202-4449
13 For the Defendant:
14 ARNOLD WEINSTOCK, ESQ. (PRESENT VIA VIDEOCONFERENCE)
15 Law Office of Dan M. Winder
16 3507 West Charleston Boulevard
17 Las Vegas, Nevada 89102
18 (702) 474-0523
19 Also Present Via Videoconference:
20 ERIKA NITTOLI, ZOOM HOST
21 All-American Court Reporters

I N D E X

22 WITNESS:	LaVELL P. ATKINSON
23 EXAMINATION	PAGE
24 BY MR. WEINSTOCK	4
25 BY MS. BARRAZA	92

CERTIFIED QUESTION

26 PAGE	LINE
27 65	11

INDEX TO EXHIBITS
(NONE OFFERED)

Page 3

1 LAS VEGAS, NEVADA; MONDAY, MARCH 29, 2021
2 10:13 A.M.
3 -oOo-
4
5 ZOOM HOST: The attorneys participating
6 in this proceeding acknowledge that the court
7 reporter is not physically present in the
8 proceeding room with the deponent or counsel and
9 that she will be reporting this proceeding
10 remotely.
11 Counsel, if you are in agreement to the
12 remote deposition, please state your name and
13 consent for the record, then the court reporter
14 will swear in the deponent remotely.
15 MR. WEINSTOCK: Go ahead, ladies.
16 MS. BARRAZA: Hello. Danielle Barraza on
17 behalf of the plaintiffs, and I have no objection.
18 MS. PEREYRA: Adriana Pereyra on behalf
19 of plaintiff, and I have no objection.
20 MR. WEINSTOCK: Arnold Weinstock on
21 behalf of the defendants, and I have no objection.
22 Whereupon --
23 LaVELL P. ATKINSON
24 was called as a witness, and having been first
25 duly sworn, was examined and testified as follows:

Page 4

EXAMINATION

1 BY MR. WEINSTOCK:
2
3 Q. Mr. Atkinson, hello. My name is Arnold
4 Weinstock, and I'm representing the defendants in
5 this case.
6 Do you understand that?
7 A. Yeah.
8 Q. Can you please state your full name for
9 the record, and spell it?
10 A. LaVell P. Atkinson, L-a capital V-e-l-l
11 P, period, A-t-k-i-n-s-o-n.
12 Q. And, Mr. Atkinson, you are aware that
13 this is a matter pertaining to a lawsuit you and
14 your wife Sheila filed against Mr. Charles Brown,
15 an individual, Stacy Brown, an individual, the Law
16 Office of Dan M. Winder, a domestic professional
17 corporation, Dan M. Winder, an individual, Does 1
18 through 10, and Roe Corporations 1 through 10 back
19 on November 5th, 2019.
20 Are you familiar with that lawsuit?
21 A. Yes, I am.
22 Q. Let me start, are you familiar with
23 Mr. Charles Brown?
24 A. Am I familiar with Charlie Brown?
25 Q. Yes.

Page 5

1 A. I've met the man, yeah.
2 Q. On how many occasions have you met the
3 man?
4 A. Well, I couldn't tell you exactly how
5 many, but it's several different times I met him
6 down at the, yeah, property.
7 Q. Do you recall the first time you met with
8 him?
9 A. I do.
10 Q. When was that?
11 A. I don't know the date. I don't know the
12 exact time. But the first time I met him, he came
13 down there to the shop and told me he was Charlie
14 Brown, and I looked him right straight in the eye,
15 and I said, You don't look like Charlie Brown to
16 me. And he said, Oh, I know. And I said, Yeah, I
17 know who you are, you are Charlie Brown, but I
18 don't believe you -- I didn't tell him I didn't
19 believe him, but I didn't.
20 Q. And what was the nature of your
21 conversations with Mr. Brown the first time you
22 met with him?
23 A. When he first came there, he was wanting
24 to -- he wanted to buy that corner property, that
25 piece on the corner there, and he wanted -- he

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

3 (Pages 6 to 9)

Page 6

1 told me that he was going to have a car
2 dealership, kind of a used car sales there, and he
3 was going to work on the cars in that big building
4 that we had back behind the house, and that he
5 was -- he wanted to have -- he wanted to have a
6 little park-type thing, he told me. He was going
7 to build a little park so the kids could play
8 while the folks was in waiting on the car,
9 whatever that deal was, I don't know.
10 Q. What exactly was the address of that
11 property?
12 A. 2315 North Decatur.
13 Q. And what's the name of the street that it
14 crossed?
15 A. Decatur goes north and south, and Auburn
16 goes east and west.
17 Q. So the property was on the corner of
18 North Decatur and Auburn, correct?
19 A. Yes, yes, sir.
20 Q. Now, you just testified, the first time
21 you met with Mr. Brown, he discussed perhaps
22 purchasing the property, correct?
23 A. Yes, he wanted to --
24 Q. Was anybody else present during the
25 conversation?

Page 7

1 A. No.
2 Q. Mr. Atkinson, did you hear the question?
3 A. You better say it again, because I
4 thought I answered it.
5 Q. Was anybody else present during this
6 first conversation?
7 A. No.
8 Q. And I guess I ought to go through the
9 deposition proceeding. Have you ever had your
10 deposition taken before?
11 A. No.
12 Q. So I just want to go through a little bit
13 about the deposition process. This is an
14 opportunity for me and your attorney to try to get
15 information that may help us in the litigation or
16 resolution of your lawsuit. So I'm going to be
17 asking you questions here today.
18 You've been placed under oath. This is
19 the same oath that would apply in a court of law.
20 And we assume that you are going to be answering
21 all your questions to the best of your ability,
22 and truthful. If you don't understand a question,
23 or you are confused by a question, please let me
24 know, and I will do my best to rephrase the
25 question to make sure that you understand it.

Page 8

1 If you answer a question, we are assuming
2 you answered it and you understood it prior to
3 answering it.
4 Do you understand that?
5 A. Yes.
6 Q. Now, at some point in time, when this
7 deposition is completed, you will get a copy of a
8 transcript of everything that was said at this
9 deposition, and you will have the opportunity to
10 review the questions and the answers that you
11 give.
12 At that time, if you want to, you can
13 change any answers that you give here today, but I
14 want to advise you that I will have the
15 opportunity to comment about any changes you make
16 in your answers to the deposition to ask, you
17 know, why you said one thing here today and why
18 you later changed it.
19 Do you understand that?
20 A. Yeah, yes.
21 Q. If at any time you want a break in this
22 proceeding, that's not a problem. Just make sure
23 when you ask for it, that there is not a question
24 pending at that time. Once you complete the
25 question -- or your answer to the question, if you

Page 9

1 would like a break, we'll be more than happy to
2 take a break in the proceeding.
3 Do you understand that?
4 A. Yes.
5 Q. And, Mr. Atkinson, at the present time,
6 are you under the influence of any medicine, any
7 legal or nonlegal type of medicine at this time?
8 A. No, I'm not on any medicine, except
9 vitamin D.
10 Q. And I assume you are not under the
11 influence of any type of alcohol?
12 A. No.
13 Q. Now, is anybody else present in the room
14 with you here today?
15 A. Yes.
16 Q. Who is that?
17 A. Who it is?
18 Q. Yes.
19 A. My attorney, Adriana.
20 Q. And anybody else?
21 A. No.
22 Q. Have you had the opportunity to speak
23 with your wife Sheila about her deposition last
24 week?
25 A. I have.

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

4 (Pages 10 to 13)

Page 10

1 Q. And did you go over questions that were
2 asked of her?
3 A. She told me some of the things that was
4 said, yes.
5 Q. And did she discuss any possible answers
6 or suggest any answers for you to give?
7 A. No.
8 Q. And have your attorneys given you any
9 suggestions as to any answers to give?
10 A. No.
11 Q. Do you have any questions about the
12 deposition process?
13 A. No.
14 Q. So let's go back to the first time you
15 met with Mr. Brown, you don't remember exactly the
16 exact date, but you were talking about him
17 purchasing the property at 2315 North Decatur, the
18 corner of Decatur and Auburn, correct?
19 A. That's correct.
20 Q. Did that first agreement [sic], did it
21 end with any agreement between you and Mr. Brown
22 regarding the purchase of the property?
23 MS. BARRAZA: Objection. Form.
24 THE WITNESS: No, I don't do that
25 without -- no.

Page 11

1 BY MR. WEINSTOCK:
2 Q. Do you recall, did you have a second
3 meeting with Mr. Brown, then?
4 A. Well, I had some other meetings, but I
5 don't remember when they was, but he was down
6 there a few times when I was down there mowing the
7 lawn or whatever, he would stop by.
8 Q. About how long after the first meeting
9 was the second meeting, if you recall?
10 A. Oh, man, I don't know. I don't even
11 remember that. That's -- that's too many years
12 ago.
13 Q. Did there ultimately come a time when you
14 agreed to sell the property on the corner of
15 Decatur and Auburn to Mr. Brown?
16 A. Yes.
17 Q. Do you recall when that was?
18 A. I don't remember the year when it was. I
19 don't know.
20 Q. Did you discuss that agreement to sell
21 that property with your wife prior to the sale?
22 A. Well, yes.
23 Q. And did the both of you come up with an
24 agreement to sell the property?
25 A. Yes, we did.

Page 12

1 Q. Did anybody force either of you to come
2 up with an agreement to sell the property?
3 A. No, nobody forced us.
4 Q. And did you feel that the price that was
5 agreed to for the sale of that property was a fair
6 price?
7 A. Yes, it was fair.
8 Q. Did you ultimately sell the property on
9 Decatur and Auburn to Mr. Brown?
10 A. No.
11 Q. Why not?
12 A. Well, because we never did see any kind
13 of money or anything, and he never showed us any
14 escrow money or anything like that, so we never
15 seen any money from him.
16 Q. Let me ask you, are you familiar with
17 Stacy Brown?
18 A. No. I know who she is. Anyway, he
19 claims that's his wife, but I never met her. I
20 don't know anything about her.
21 Q. It's safe to say, then, you never met
22 Ms. Stacy Brown?
23 A. Never.
24 Q. Have you ever had any conversations with
25 Stacy Brown?

Page 13

1 A. No.
2 Q. Are you familiar with Dan M. Winder?
3 A. Yes.
4 Q. Have you ever met Dan Winder?
5 A. No.
6 Q. Have you ever had any discussions with
7 Dan Winder?
8 A. No.
9 Q. On any of the occasions that you were
10 meeting with Charles Brown, was Dan M. Winder ever
11 present?
12 A. No.
13 Q. Was Stacy Winder [sic] ever present --
14 excuse me -- Stacy Brown ever present?
15 A. No.
16 Q. Was anyone that you are aware of present
17 with Mr. Brown during your meetings with
18 Mr. Brown?
19 A. No, I don't remember anybody being there.
20 MR. WEINSTOCK: Now, let me just inquire
21 of both your counsel, do you guys have copies of
22 Exhibits A through F?
23 MS. PEREYRA: No, I don't.
24 MR. WEINSTOCK: Danielle, do you?
25 MS. BARRAZA: Since you just mentioned a

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

5 (Pages 14 to 17)

Page 14	Page 16
<p>1 few minutes ago before they came on that you had 2 e-mailed them, I think I'm seeing them now in my 3 e-mails, but I haven't gone through them all, but 4 I'm seeing an e-mail. 5 MR. WEINSTOCK: Okay. 6 MS. PEREYRA: When were they sent? 7 MR. WEINSTOCK: I'm not aware. I've been 8 out Thursday and Friday, just got in this morning. 9 I understand my office sent them -- I know they 10 sent them to the court reporter, and they thought 11 they had sent them to both of you. I don't know 12 if they just sent it to Danielle or not. 13 MS. BARRAZA: I just found the e-mail. 14 It looks like they were sent yesterday at 15 8:30 p.m. 16 MR. WEINSTOCK: Certainly possible. 17 MS. PEREYRA: All of them? I'm going 18 through my e-mail. They were all sent last night? 19 MS. BARRAZA: A through D was sent last 20 night. 21 Were there any sent this morning. 22 MR. WEINSTOCK: Again, I don't know. 23 I've been in court until about 15 minutes ago, 24 so -- 25 MS. PEREYRA: Well, this is your</p>	<p>1 BY MR. WEINSTOCK: 2 Q. Mr. Atkinson, you understand you are 3 still under oath? 4 A. Yes. 5 MR. WEINSTOCK: One moment, please. 6 I would ask that we go to Exhibit C, 7 about ten pages in, it's been Bates stamped D0002. 8 It's a Purchase Agreement and Joint Escrow 9 Instructions. 10 Can we put that up? 11 ZOOM HOST: One moment. 12 Are you able to provide the Bates stamp 13 once again, Mr. Weinstock? 14 MR. WEINSTOCK: It's D0002, and for the 15 next few pages. 16 ZOOM HOST: Okay. I have that on the 17 screen. 18 BY MR. WEINSTOCK: 19 Q. Mr. Atkinson, have you ever seen this 20 agreement before? 21 A. Yes. 22 Q. Do you need us to go through it? It's 23 about, I believe, seven pages in length. Do you 24 need to -- do you need to see all seven pages? 25 A. No.</p>
Page 15	Page 17
<p>1 deposition, and these are your documents. 2 MR. WEINSTOCK: I understand. 3 MS. PEREYRA: It would help if you told 4 us what these documents are. 5 MR. WEINSTOCK: Well, we're going to get 6 into them in a minute. 7 ZOOM HOST: Adriana, this is the Zoom 8 host, Erika. Would you like me to drop the 9 exhibits into the chat feature so you can have 10 those on your end? 11 MS. PEREYRA: Yeah, that would be great. 12 Thank you. 13 ZOOM HOST: Perfect. No problem. I'll 14 drop them in there for you. 15 MR. WEINSTOCK: Do you guys want to take 16 a few minutes and look at them, and we'll pause 17 the deposition for you guys to both look at them? 18 MS. PEREYRA: So we can all look at them, 19 yes. 20 MR. WEINSTOCK: Okay. We'll pause. 21 Whenever you guys are ready to restart, let me 22 know. 23 MS. PEREYRA: Okay. Thanks. 24 (Whereupon, a recess was taken.) 25 MR. WEINSTOCK: Go back on the record.</p>	<p>1 Q. Is that an agreement that you and your 2 wife signed confirming the sale of the location at 3 2315 North Decatur, the corner of Decatur and 4 Auburn, for you and your wife selling that 5 residence to Mr. Brown? 6 A. Yes. 7 MS. PEREYRA: Mr. Winder [sic], he's kind 8 of -- I'm sorry, Arnold, he's hard of hearing, so 9 if you can speak closer to the microphone, please. 10 MR. WEINSTOCK: Certainly, I will. 11 BY MR. WEINSTOCK: 12 Q. And if you are having any problems 13 hearing, please let me know, okay? 14 A. Okay. 15 Q. All right. I request we go to Page 6 of 16 7 of that document, Bates stamp D0007. Go down a 17 tiny bit more. Stop right there. 18 Mr. Atkinson, is that your signature 19 contained on that document? 20 A. Yes. 21 Q. And can you recognize your wife's 22 signature on that document? 23 A. It looks like it, yes. 24 Q. And that was dated July 20th, 2017. Does 25 that appear to be the date that you signed it?</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

6 (Pages 18 to 21)

Page 18	Page 20
<p>1 A. That's what it says. 2 Q. Do you recall signing it? 3 A. I don't know. It's been a long time. 4 Yes, I do. 5 Q. Did anybody force you to sign that 6 document? 7 A. No. 8 Q. Do you believe that it was done for a 9 fair price? 10 A. At that time, yes. 11 Q. And were you and your wife prepared to 12 follow through with that sale had all the terms 13 and conditions been met? 14 A. Yes. 15 Q. I would ask we now go to Exhibit -- well, 16 let me ask you this: Did there come a time when 17 you had entered into an agreement with an entity 18 called GraEagle, G-r-a capital E-a-g-l-e, 19 Construction? 20 A. Yes. 21 Q. Do you recall doing that? 22 A. Yes. 23 Q. When did you do that? 24 A. I don't remember that day. 25 Q. Do you recall why you did that?</p>	<p>1 A. I don't -- I don't know. I can't 2 remember what it is, so I don't know. 3 Q. So it's your testimony today that you 4 don't recall receiving this document, but you may 5 have? 6 A. No. 7 Q. No. What is your testimony? 8 A. Yes. 9 Q. Well, when you say no, yes, again, my 10 question earlier was do you recall receiving this 11 document? 12 A. Yes. 13 Q. Do you recall when you received it? 14 A. No. 15 Q. Do you recall how you received it? 16 A. I don't know that, either, no. 17 Q. Do you recall ever looking at it? 18 A. Yes. 19 Q. And what is your understanding what this 20 document is? 21 A. Well, I don't understand all this stuff 22 that you're putting on the screen and that, what I 23 received from different people, so I don't know. 24 The County hired for the bills, you know, on the 25 fire, maybe.</p>
Page 19	Page 21
<p>1 A. Well, for the cost we had to -- we had to 2 board up the building after the fire and all that 3 kind of stuff and damage upon it. 4 Q. So that was for boarding up the building 5 after the fire? 6 A. Yes. 7 Q. Did you pay that invoice? 8 A. Yes. 9 Q. How did you pay it? 10 A. I don't know. Sheila probably wrote out 11 a check. 12 Q. Assuming your wife wrote out a check, 13 would you still have a copy of that check? 14 A. Yes. 15 Q. Now I'd ask we go to what's been marked 16 as Exhibit E. 17 If we could go back, perhaps, about 18 12 pages, to Bates stamp ATKINSON00656. 19 Do you see that document, Mr. Atkinson? 20 A. Yes. 21 Q. Have you ever seen this document before? 22 A. I don't remember it. 23 Yes. 24 Q. Do you need us to go through all the 25 pages of this document?</p>	<p>1 Q. Did there come a time when a lawsuit was 2 filed against you and your wife by Mr. Charles 3 Brown? 4 A. Yes. 5 Q. Did you make a decision to go out and 6 hire an attorney to defend you and your wife on 7 that lawsuit? 8 A. Yes. 9 Q. Was that a decision that you made or your 10 wife made it, or you made it together? 11 MS. PEREYRA: Objection. Compound 12 question. 13 BY MR. WEINSTOCK: 14 Q. Do you understand the question, 15 Mr. Atkinson? 16 A. I didn't understand it. 17 Q. Did the decision to hire an attorney or 18 attorneys, was that something you did on your own 19 or did your wife do it on her own or did you do it 20 in discussions with each other? 21 A. I don't -- I don't remember that, who 22 done what on that. Me and my wife was together on 23 it. She told me about it, I'm sure. 24 Q. Do you recall making a decision to hire 25 the Integrity Law Firm?</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

7 (Pages 22 to 25)

Page 22	Page 24
1 A. Yes. 2 Q. Was that your decision? 3 A. Yes. 4 Q. Why was it that you chose to hire the 5 Integrity Law Firm? 6 A. Well, because we thought -- we didn't 7 know what was going on. We thought we was in 8 trouble, so we needed to get somebody that knew 9 more about what they was doing than us, because 10 things wasn't going the way we thought they should 11 be. 12 Q. Did you know somebody at the Integrity 13 Law Firm? 14 A. Yes. 15 Q. Who was that? 16 A. Adriana. 17 Q. You had known Adriana prior to retaining 18 her? 19 A. Yes. 20 Q. And how did you know Adriana? 21 A. I knew her personally, because -- because 22 she was with my son, that was an attorney, that 23 died, and she was -- she was his girlfriend, I 24 guess, girlfriend/boyfriend, when -- I don't think 25 they got married.	1 A. No, no. 2 Q. Was there a set fee that you were told 3 you were going to have to pay by the hour? 4 A. Yes. 5 Q. Do you recall what that was? 6 A. I don't recall exactly. \$300 or 7 something, is what this fee here says. 8 Q. I understand what this fee here says, but 9 I'm asking your recollection as to what you agreed 10 to, if you did? 11 A. I don't know what to say to you about the 12 fees. I don't -- my wife does all the book work. 13 I don't get involved in it, so I don't know. I 14 don't really know what they was. 15 Q. Do you recall at any time you personally 16 signing any type of retainer agreement with the 17 Integrity Law Firm prior -- or subsequent to the 18 lawsuit filed against you by Charles Brown? 19 A. Yes. 20 Q. You recall personally signing a document? 21 A. Yes. 22 Q. Do you have a copy of that document? 23 A. I don't -- I don't remember. No, I don't 24 remember. 25 Q. To your knowledge, have you or your wife
Page 23	Page 25
1 Q. And I'm very sorry to hear about your son 2 that died, but what was his name? 3 A. His name was Troy, Troy Atkinson. 4 Q. And he was a member of the Integrity Law 5 Firm? 6 A. No. 7 Q. Was he? 8 A. No, he wasn't. 9 Q. But he referred you to Adriana? 10 A. He didn't refer her to me, because he was 11 already gone. 12 Q. Okay. 13 A. Is that what you are saying? 14 Q. I guess that isn't what I'm saying, and, 15 again, I really don't want to get into this area 16 very much at all. I know it's painful. 17 So he passed away prior to you and your 18 wife hiring the Integrity Law Firm, but you were 19 familiar with that law firm because of Adriana's 20 relationship with your deceased son? 21 A. Yes. 22 Q. Do you recall entering any type of fee 23 agreement with the Integrity Law Firm? 24 A. Yes. 25 Q. Do you recall what that agreement was?	1 paid any money to the Integrity Law Firm for 2 services that they may have rendered to you and 3 your wife during the lawsuit of Charles Brown 4 against you and your wife? 5 A. No, I don't remember that. 6 Q. When you say no, you don't remember, do 7 you think there was any payments made by you or 8 your wife to the Integrity Law Firm? 9 A. I don't know. 10 MR. WEINSTOCK: I ask that we go to 11 Exhibit F, and if we can go in probably about 12 25 pages to a document on top says MGA, it's Bates 13 stamped ATKINSON0406. 14 Okay. Scroll up a little bit. 15 BY MR. WEINSTOCK: 16 Q. Mr. Atkinson, have you ever seen this 17 document before? 18 A. Yes. 19 Q. Do you recall when you first saw it? 20 A. No, I don't. 21 Q. What does this document represent to you? 22 A. Bills, a bill that we owed. 23 Q. Who was that a bill to -- from? 24 A. I don't know. I can't remember, because 25 I don't do the bills. Sheila is the one that does

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

8 (Pages 26 to 29)

Page 26	Page 28
<p>1 them out, so I can't recall. 2 Q. Are you familiar with a law firm called 3 Maier Gutierrez & Associates? 4 A. Yes. 5 Q. How did you become familiar with that law 6 firm? 7 A. Through Adriana. 8 Q. Was it Adriana's advice to you to go hire 9 another attorney? 10 MS. BARRAZA: Objection. Calls for 11 attorney/client privilege, and I'm going to 12 instruct the witness not to answer that question 13 the way it's phrased. 14 BY MR. WEINSTOCK: 15 Q. Let me rephrase it this way: Did you and 16 your wife come to a conclusion that you felt you 17 needed a second law firm to represent -- 18 A. Yes. 19 Q. -- you and your wife against the lawsuit 20 filed by Mr. Brown? 21 A. Yes. 22 Q. Why did you come to that conclusion? 23 A. Well, Number 1, because I'm not a lawyer, 24 and neither is my wife, and we don't know all 25 these terms that they're using, and so we just</p>	<p>1 Q. Did you and your wife agree to pay a 2 second law firm for this litigation? 3 A. Yes, yes. 4 Q. And do you recall how much you were to 5 pay that other law firm? 6 A. No, I don't. 7 Q. Did they discuss their fee with you prior 8 to your retaining them? 9 A. Yes. 10 Q. And you don't recall how much they said 11 they were going to be charging an hour, if they 12 were going to charge you hourly? 13 A. Well, I didn't -- I don't -- 14 Q. Do you recall how much you were billed 15 for by the Maier Gutierrez & Associates law firm 16 at the end of the litigation between Mr. Brown and 17 you and your wife? 18 A. I don't remember that. 19 Q. Have you ever paid the law firm Maier 20 Gutierrez & Associates any money towards this 21 bill? 22 A. I don't know that, either. 23 Q. If you had paid any money, who would have 24 paid that money? 25 A. It would have been Sheila pays the money.</p>
Page 27	Page 29
<p>1 decided we better get some more advice on it. 2 Q. Were you not happy with the advice from 3 Adriana? 4 A. I was happy with it, but we thought we 5 might have a little more, just because we didn't 6 understand all the things that was going on. 7 Q. Did you feel that you needed additional 8 legal help other than what could have been 9 provided by Adriana in her law firm? 10 A. Yes. 11 Q. And why was that? 12 A. Well, because Adriana was working herself 13 to death, and she already had a job to do, so we 14 thought we needed somebody in there to maybe back 15 her up. 16 Q. Did there come a time when you and your 17 wife entered into a retainer agreement with the 18 law firm of Maier Gutierrez & Associates? 19 A. Yes. 20 Q. Do you recall signing a document to that 21 effect? 22 A. Yes. 23 Q. Do you know what that document called 24 for? 25 A. I don't remember what was all in it, no.</p>	<p>1 She takes care of the bills. 2 Q. So if any money would have been paid to 3 the law firm of Maier Gutierrez & Associates, it 4 would have been Sheila paying that by check? 5 A. Usually it's by check. 6 Q. But you're confident that you personally 7 have never paid them any money, correct? 8 A. I've never paid them any personally, no. 9 Q. Are you aware of any agreement between 10 you and your wife -- you or your wife with either 11 of these two law firms regarding any payments to 12 be made to them? 13 A. I don't know about that, either. 14 Q. Personally, have you ever had any 15 arrangements with either the Integrity Law Firm or 16 the Maier Gutierrez & Associates law firm about 17 paying or not paying them the money that they 18 claim is owed to them? 19 MS. BARRAZA: Objection. Form. 20 You can answer. 21 THE WITNESS: I don't remember that. 22 BY MR. WEINSTOCK: 23 Q. Now, there came a time, I believe, on 24 October -- excuse me -- on November 5th, 2019, 25 when you and your wife decided to file a Complaint</p>

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

9 (Pages 30 to 33)

Page 30	Page 32
<p>1 against Charles Brown, an individual, Stacy Brown, 2 an individual, law offices of Dan M. Winder, PC, a 3 domestic professional corporation, Dan M. Winder, 4 an individual, Does 1 through 10, and Roe 5 Corporations 1 through 10. 6 Are you familiar with that? 7 A. Yes. 8 Q. Did you make that decision to file a 9 lawsuit? 10 A. Yes. 11 Q. Why did you make that decision? 12 A. Well, I thought I answered that with the 13 money, there was no money showing, they was trying 14 to steal our property, and they never had no 15 escrow or anything like that. 16 Q. Well, let me ask you: You said, They are 17 trying -- were trying to steal your property. 18 Did Charles Brown try to steal your 19 property? 20 A. Well, yes. 21 Q. And why do you say that? 22 A. Because he never -- he said he had -- was 23 going to buy it, he never had no escrow opening, 24 he never had anything to prove that he was going 25 to be honest in paying it, and he started acting a</p>	<p>1 you ended up agreeing -- you and your wife agreed 2 to sell the property at 2315 North Decatur, on the 3 corner of Decatur and Auburn, to Mr. Brown, where 4 were you and your wife living at that time? 5 A. We were living -- we was living on Auburn 6 Street. 7 Q. What was the address? 8 A. 5288 Auburn. 9 Q. 5288 Auburn? 10 A. Uh-huh. 11 Q. And let me advise you one other thing, 12 just as a housekeeping matter, when you are 13 answering questioning, please verbally state yes 14 or no or I don't know to an answer. Uh-huhs, 15 huh-uhs, or nods of the head can't be taken down 16 by the court reporter. 17 So we're just trying to make a good 18 record. So as we all do, if you say uh-huh or 19 huh-uh, like you just did, I'm going to ask you, 20 Is that a yes or no? So please try to verbally 21 state yes or no. 22 Do you understand? 23 A. Yes. 24 Q. Thank you. 25 Now, the residence at 5288 Auburn that</p>
Page 31	Page 33
<p>1 little shady. 2 Q. But you never turned your property over 3 to Mr. Brown, did you? 4 A. No. 5 Q. So he never received your property, 6 correct? 7 A. No, he didn't. 8 Q. Okay. 9 A. No escrow money was opened, no nothing. 10 Q. And you did not end up selling the 11 property to Mr. Brown, correct? 12 A. That is correct, yes. 13 No, no -- do that question again. 14 Q. You did not end up selling that property 15 to Mr. Brown, correct? 16 A. No, I didn't. 17 Q. Okay. 18 A. No escrow. 19 Q. Do you still own the property at 20 2315 North Decatur? 21 A. Yes, yes. 22 Q. So you have not sold that property as of 23 this date, correct? 24 A. That's correct. 25 Q. And let me take you back to 2018, when</p>	<p>1 you and your wife were living at, did Mr. Brown 2 ever ask to purchase that residence from you? 3 A. No. 4 Q. Did Stacy Brown ever ask to purchase that 5 residence from you? 6 A. No. 7 Q. Did Dan Winder ever ask to purchase that 8 residence from you? 9 A. No. 10 Q. Did anybody from the Law Office of 11 Dan M. Winder ask to purchase that property from 12 you? 13 A. No. 14 Q. Do you still have that property? 15 A. No. 16 Q. When did you sell that property? 17 A. I can't remember when it was sold, but -- 18 I can't remember. 19 Q. Do you know when it was sold -- I mean, 20 do you know why it was sold? Excuse me. 21 A. Well, because we just decided to move on. 22 Q. Was the sale of that property, did that 23 have anything to do with the decision by Mr. Brown 24 to try to purchase the property at 25 2315 North Decatur?</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

10 (Pages 34 to 37)

Page 34

1 A. Well, we -- our son -- our family got
2 nervous about us being there with all that's going
3 on, so he -- they kind of suggested that we move
4 to a different location.
5 Q. When you say your family, who in
6 particular from your family suggested perhaps you
7 may want to move on?
8 A. Just the whole family. I've got three,
9 four -- three kids, and they was all nervous.
10 Q. What are your children's names that
11 suggested that?
12 A. I don't understand what you are saying.
13 Q. What are the three children of yours that
14 suggested you may want to move on? What are their
15 names?
16 A. What are their names?
17 Q. Yes.
18 A. Valarie Mifflin.
19 Q. Hold on. Hold on.
20 How do you spell that?
21 A. M-i-f-f-l-i-n.
22 Q. And is that Valarie, V-a-l-a-r-i-e?
23 A. Yeah, yes.
24 Q. And where does Ms. Mifflin reside?
25 A. Salt Lake City, Utah.

Page 35

1 Q. Do you have an address for her?
2 A. No, I don't have it. I don't know what
3 her address is.
4 Q. If I left a blank in this deposition for
5 you to fill in her address, would you be able to
6 do that?
7 A. No.
8 Q. Why not?
9 A. Because I don't have it.
10 Q. You don't have it anywhere? You don't
11 know where your daughter lives?
12 A. I know where she lives.
13 MS. PEREYRA: Objection. Asked and
14 answered.
15 THE WITNESS: I can go to her house if I
16 drive to Salt Lake, but the address, I don't know
17 the numbers on it or anything.
18 BY MR. WEINSTOCK:
19 Q. You don't have any documents with her
20 address; is that correct?
21 A. I don't have any.
22 Q. And your other child that told you that
23 you may want to move was?
24 A. James Atkinson.
25 Q. And where does Mr. Atkinson reside right

Page 36

1 now?
2 A. Well, I don't know if I should be telling
3 people where he resides. Why wouldn't you need to
4 know where he's at?
5 Q. Again, I'm not here to answer questions.
6 But just to let you know, we may want to question
7 him or confirm this.
8 A. Well, I don't feel comfortable about you
9 talking to him about it, anyway. It's not -- it's
10 not them, it's us. They was just worried about
11 us.
12 Q. Well, it's part of the litigation. You
13 filed a lawsuit, you got involved in a litigation.
14 So are you willing to give us his --
15 James Atkinson's address?
16 A. No.
17 Q. Where does he reside, what city?
18 A. Henderson.
19 Q. And what does James Atkinson do for a
20 living?
21 Mr. Atkinson, please do me a favor, when
22 I'm asking you questions, don't look at your
23 attorney for advice or help in these questions or
24 your answers. If your attorney has an objection,
25 she is allowed to make that objection on the

Page 37

1 record, but you still are probably going to be
2 required to answer.
3 So please try to focus on me and answer
4 the questions on your own, so --
5 MS. BARRAZA: Objection. I'm just going
6 to state for the record that he has not been
7 getting any advice from his attorney during the
8 course of this deposition, and he's allowed to
9 look wherever he wants, just as in any deposition
10 in-person, you can look wherever you want to look.
11 So you can go ahead and answer the
12 question.
13 BY MR. WEINSTOCK:
14 Q. What does James Atkinson do for a living?
15 A. He's a doctor, surgeon.
16 Q. Congratulations. Great. Okay.
17 And your third child that suggested you
18 may want to move?
19 A. His name is Brett, Brett Atkinson.
20 Q. B-r-e-t-t?
21 A. Yes.
22 Q. And where does Brett Atkinson reside?
23 A. Las Vegas.
24 Q. And do you have an address for him?
25 A. No.

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

11 (Pages 38 to 41)

Page 38	Page 40
<p>1 Q. You don't have an address? 2 A. I don't have an address for him. 3 Q. What does Brett Atkinson do for a living? 4 A. He's an -- I don't know what they -- I 5 don't know what they call him. He works in a car 6 dealership. He brings people in to get their car 7 fixed and things like that. I don't know exactly 8 what his title is. 9 Q. Which dealership does he work for? 10 A. I don't know that, either. 11 Q. Do you speak with Brett Atkinson on a 12 regular basis? 13 A. I talk to him quite often, yes. 14 Q. Next time you speak with him, can you 15 find out his address and where he works, and if we 16 leave a space in the deposition, can you provide 17 it for us? 18 A. I don't feel comfortable doing that. I 19 don't know why -- I don't know why you need to 20 know their addresses. 21 I mean, it's nothing to do with those 22 kids. They got nervous because they thought maybe 23 we was going to get in a bad situation on Auburn 24 Street, and that's all there is to it. 25 Q. Did you think you were going to get in a</p>	<p>1 Q. And other than Ms. Lange and Mr. Watkins, 2 anybody else? 3 A. There was a lady that lived down next to 4 the shop down on the corner, but I don't know her 5 name. I can't remember her name. 6 Q. Anybody else? 7 A. No. 8 Q. When did Ms. Lange speak to you about 9 what her belief about what was going on in the 10 neighborhood? 11 A. I don't remember the date. 12 Q. Do you recall approximately how long ago 13 that was? 14 A. No, I don't know. 15 Q. Was that recently? 16 A. Not too recently. 17 Q. How long after you first had this 18 conversation with Ms. Lange did you continue to 19 live at the house on Auburn? 20 A. Well, I don't remember that because I 21 don't know when the conversation was, so I don't 22 know. 23 Q. Do you believe it was longer than a year? 24 A. I don't know. I would have to -- I don't 25 know.</p>
Page 39	Page 41
<p>1 bad situation on Auburn Street? 2 A. Well, I've -- yes. 3 Q. Why was that? 4 A. Well, because of -- because of the 5 neighbor -- the neighbors -- the neighborhood, 6 some of the guys that he had talked to from the 7 neighborhood had said things that Charlie had told 8 them, that it made me nervous with my family, with 9 me and my family being there, and that's why I 10 don't think it's necessary for people to know 11 who -- where my family lives, and -- and the cops 12 told us that, so did some of the neighbor people, 13 told us that it was a bad situation. 14 Q. You said you had heard from some of the 15 people in your neighborhood. Who in your 16 neighborhood did you hear from? 17 A. Well, all the neighbors that I'm friends 18 with. 19 Q. And what are their names? 20 A. Theresa, Theresa Lange (phonetic), and I 21 don't know how you spell it. 22 Q. Other than Theresa Lange, did anybody 23 else in your neighborhood speak to you about the 24 situation? 25 A. Tex Watkins (phonetic).</p>	<p>1 Q. What exactly did Ms. Lange tell you? 2 A. She told me that she had been down there 3 and seen Charlie Brown was taking some stuff out 4 of the building, and he -- she stopped and said he 5 shouldn't be doing that because it wasn't his, and 6 he said that it was his building, and she said, I 7 know it's not your building, and you shouldn't be 8 taking stuff out of there. 9 And that was where the -- she got 10 threatened by a partner that was with him. 11 Q. Other than this incident where Ms. Lange 12 indicates that she saw Charlie Brown, you said, 13 taking stuff from your building, did she mention 14 any other incidents? 15 A. No. 16 Q. That was the one and only incident that 17 she brought up? 18 A. I don't remember that, and that's the 19 only one that I can recall. 20 Q. Who was present when Ms. Lange told you 21 this. 22 A. I don't -- I don't remember if the wife 23 was present. I don't know. 24 Q. What did Tex Watkins tells you? 25 A. Tex Watkins just told me that he had been</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

12 (Pages 42 to 45)

Page 42

1 there and talked to Charlie a little bit, and that
2 he thought he was out of line.
3 And he told him -- he told Watkins and
4 them that the building was his, and he wasn't out
5 of line. The building belonged to him.
6 Q. Do you recall when you had this
7 conversation with Mr. Watkins?
8 A. I don't remember when it was exactly, no.
9 Q. Do you remember where it was?
10 A. Well, it was down at the shop.
11 Q. When you say "the shop," that --
12 A. Right on the corner of Auburn and
13 Decatur.
14 Q. -- that's the 2315 North Decatur
15 location?
16 A. Yes, yes.
17 Q. So you are telling me that Mr. Watkins
18 had a conversation with you at that location
19 saying that he talked to Mr. Brown on one
20 occasion, and Mr. Brown was out of line, correct?
21 A. That wasn't at that property.
22 Q. Where was it at?
23 A. When I was talking to him, he was my
24 neighbor, I was talking to him. I don't remember
25 the date, the time. I just remember what he said.

Page 43

1 Q. And did him saying that, did that put any
2 fear into you?
3 A. Well, yes, it put fear into me, when he's
4 telling people that he owns the property and all
5 of that kind of stuff, and moving stuff in there.
6 It would make anybody nervous.
7 Q. But you don't know how long after that
8 conversation you had with Mr. Watkins that you and
9 your wife decided to move from the area, do you?
10 A. Not exactly, no.
11 Q. Do you believe you lived there for a
12 while after the conversation with Mr. Watkins?
13 A. Like I said, I don't remember when the
14 conversation was. I don't know how long it was.
15 Q. Well, my question was: Do you believe
16 that you lived at that location for a while after
17 your conversation with Mr. Watkins?
18 MS. PEREYRA: Objection. Asked and
19 answered.
20 THE WITNESS: Look, I don't -- I just
21 don't remember when I talked to my neighbors. I
22 talked to him about different things, and I don't
23 remember what day or how long after we talked to
24 him that we decided to sell.
25 ///

Page 44

1 BY MR. WEINSTOCK:
2 Q. When you sold the house, did you make
3 money on the sale?
4 A. I don't know that.
5 Q. Well, do you recall how much you
6 purchased the house for on Auburn?
7 A. I don't remember what that was, either,
8 because that was back in the '70s.
9 Q. And do you know how much you sold the
10 house for on Auburn?
11 A. No.
12 Q. Did you enter into a sales agreement for
13 the sale of that house?
14 A. Yes.
15 Q. Do you have a copy of that?
16 A. Sheila might. I don't.
17 Q. And can you look and speak with
18 Ms. Atkinson, your wife, and find that copy of
19 that and get that to us if we request it?
20 A. I don't -- I don't know what -- what that
21 has to do with anything. I can get the copy, but
22 I don't know what that has anything to do with
23 this case, how much I made off the house.
24 Q. Again, we're in litigation. We're just
25 trying to figure out what you are deciding --

Page 45

1 MS. PEREYRA: He's just trying to harass
2 you, don't worry.
3 BY MR. WEINSTOCK:
4 Q. Mr. Atkinson, do you feel I'm harassing
5 you?
6 A. Kind of, yeah. You are asking questions
7 that you have no right to ask.
8 Q. Well, I mean, that is a legal
9 determination that's going to be made ultimately
10 by a judge. I don't mean to harass you, okay?
11 I apologize if you feel I'm harassing
12 you.
13 A. What would you call it, sir?
14 Q. I call it me trying to get information
15 for the lawsuit you filed.
16 A. I don't remember. I don't remember.
17 MS. PEREYRA: Yeah, if you want to do a
18 document request, feel free. But for now, this is
19 just to get his deposition testimony. So any
20 document requests, you can provide afterwards.
21 BY MR. WEINSTOCK:
22 Q. Going back to the document that you and
23 your wife caused to be filed on November 5th,
24 2019, a Complaint against those parties I've
25 previously read off, did you read that Complaint

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

13 (Pages 46 to 49)

Page 46

1 prior to it being filed?
2 A. Yes.
3 Q. Did you go over it?
4 A. I went over it.
5 Q. Did you discuss it with your attorney?
6 And I don't want to know anything that was said.
7 But did you discuss that Complaint with your
8 attorney?
9 A. Yes, yes.
10 Q. Now, in that Complaint, it lists that
11 there are damages in excess of \$50,000 as a result
12 of that Complaint.
13 Were you aware of that?
14 A. Yes.
15 Q. Tell me what you believe, how you were
16 damaged in excess of \$50,000?
17 A. Well, when they -- when it was on -- set
18 on fire, then they boarded up the building, they
19 put plywood all around all the windows, and then
20 they -- and the building itself, after the fire,
21 that cost us money.
22 Q. All right. Let me ask you about that.
23 You said when it was set on fire. Do you
24 personally know how the house caught on fire?
25 A. No. Not personally, no.

Page 47

1 Q. Do you have any reports from the fire
2 department regarding that fire?
3 A. I don't know if I do or not. If it came
4 here in the mail, I don't know.
5 Q. And you indicated you had -- after the
6 fire, you had to board up the house, correct?
7 A. Yes. I didn't board it up, they boarded
8 it up that night, and then sent me a bill.
9 Q. Who boarded it up?
10 A. The firemen, the fire department.
11 Q. Fire department?
12 A. I don't know if the firemen done it or if
13 they hired somebody to do it, if they do that kind
14 of stuff. But they said it was a hazard, it had
15 to be boarded up.
16 Q. Did you get a bill for that?
17 A. Yes.
18 Q. How much was that bill?
19 A. I don't remember what it was. I think
20 Sheila probably told you. I don't know what it
21 is -- what it was.
22 Q. Do you still have a copy of that bill?
23 A. I don't know. Probably.
24 Q. Did you or your wife pay anything on that
25 bill?

Page 48

1 A. Yes.
2 Q. How much did you pay?
3 A. I don't remember what it was. Expensive.
4 Q. Did you have insurance on that house?
5 A. No. I don't remember about it. I don't
6 remember insurance on it.
7 Q. You did not have insurance?
8 A. I don't remember for sure if we still had
9 the insurance on it or not after the -- right at
10 the time after this. I don't remember.
11 Q. Was the decision to not keep insurance on
12 the house yours?
13 MS. BARRAZA: Objection. Misstates
14 testimony.
15 BY MR. WEINSTOCK:
16 Q. Well, let me -- let me clarify that.
17 Is it your testimony that you do not know
18 whether you did or did not have insurance on the
19 house?
20 A. No, I don't remember that, because it
21 was -- I don't remember it.
22 Q. Do you remember that at any time prior to
23 your contact with Charles Brown, did you have
24 insurance on that property?
25 A. Yeah, I don't know.

Page 49

1 Q. You don't know?
2 A. No, I don't know. I don't remember that.
3 I told you I don't know.
4 Q. Are you usually a person to keep your
5 properties insured?
6 A. Yes.
7 Q. Are you aware of any other instance or
8 instances where you may have owned property and it
9 wasn't insured?
10 A. No, I don't know that.
11 Q. No, you don't know, or no, you don't
12 believe there are any other instances?
13 A. No, I don't -- I don't know.
14 Q. You don't know or you --
15 A. I don't know if other properties. I
16 don't know.
17 Q. Okay.
18 A. I don't understand it.
19 Q. Now, when you talked to Ms. Lange on this
20 one occasion and she mentioned about seeing
21 Charlie Brown at the location, did she ever
22 mention the name Stacy Brown to you at that time?
23 A. No.
24 Q. Did she ever mention the name Dan Winder
25 at that time?

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

14 (Pages 50 to 53)

Page 50

1 A. No.
2 Q. When you talked to Tex Watkins about the
3 one incident he advised you of, did he ever
4 mention Stacy Brown at that time?
5 A. No.
6 Q. Did he ever mention Dan M. Winder at that
7 time?
8 A. I don't remember that, either.
9 Q. Now we're getting back to the \$50,000 of
10 damages you claimed.
11 MS. BARRAZA: Objection. Form. And
12 misstates the document.
13 But go ahead.
14 BY MR. WEINSTOCK:
15 Q. Other than -- I previously asked you what
16 you believe was the basis for your having placed
17 into the Complaint damages in excess of \$50,000,
18 and I asked what your damages were, and first
19 thing you said is when the house was set on fire,
20 you had to pay for boarding up that house,
21 correct?
22 A. Yes.
23 Q. What other damages have you suffered as a
24 result?
25 A. Well, we had to pay for the work fees

Page 51

1 down there, and we had to pay --
2 Q. Hold on. Hold on.
3 Pay for work fees. What work fees were
4 done?
5 A. Demolition. They had to cover up all
6 the -- they put up all that plywood over all the
7 windows and the doors.
8 Q. I understand. Have you finished telling
9 me about the boarding of the house that you had
10 to -- that was done by, you believe, the fireman
11 or the fire department, and you believe your wife
12 had to pay?
13 A. Yes.
14 Q. Other than that damage for that, what
15 other damages are you suing for in excess of
16 \$50,000?
17 A. Well, we had to demolition it. We had to
18 demo the building and have it hauled off.
19 Q. Hold on.
20 Do you know when you demoed the building?
21 A. I don't remember that day.
22 Q. Do you know why you demoed the building?
23 A. Because -- because after the firemen
24 boarded it up, then the County put -- told us we
25 had to take care of it.

Page 52

1 Q. Okay.
2 A. Do something with it, because they were
3 afraid somebody would get in there and get hurt.
4 Q. Do you know who you paid to demo the
5 building?
6 A. I don't know who they was.
7 Q. Do you know how much you paid to demo the
8 building?
9 A. I don't remember that.
10 Q. What?
11 A. I don't remember how much we paid.
12 Q. And, again, do you know if you had
13 insurance to cover the demolition of that
14 building?
15 A. I don't know.
16 Q. Do you know if you or your wife ever
17 actually issued a check to somebody for the
18 demolition of the building?
19 A. Yes.
20 Q. And do you know how much that check was?
21 A. I don't know. I don't remember that.
22 Q. Do you know when it was paid?
23 A. I don't. I don't remember.
24 Q. All right. So is there anything else you
25 believe you were damaged for regarding the

Page 53

1 demolition of the building?
2 A. Attorney fees. Well, we had -- we had
3 some attorney fees.
4 Q. Hold on a second. Let me -- I was asking
5 if there's anything else regarding the demolition
6 of the building?
7 A. I don't know. The demolition of the
8 building, the fees.
9 Q. Okay.
10 A. I don't know how -- I don't remember how
11 much. I really don't know what you are saying, I
12 guess.
13 Q. Isn't it true that the demolition of the
14 building is, again, related back to the fire at
15 the building, correct?
16 A. Yes.
17 Q. And you previously stated you don't know
18 how the fire came about, correct?
19 A. Well, I don't -- I don't know how it
20 started, no.
21 Q. And you don't personally know if somebody
22 actually started that fire, do you?
23 Please don't look at your attorney. Look
24 at me.
25 A. She's cuter than you.

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

15 (Pages 54 to 57)

Page 54

1 Q. I know that. There is no doubt about
2 that.
3 A. Anyway, the -- say that question one more
4 time.
5 Q. You previously stated you don't know how
6 the fire got started, correct?
7 MS. BARRAZA: Asked and answered.
8 THE WITNESS: I can -- I can tell you
9 what the fireman told you, and that's all. I
10 don't know how it started, but I can tell you the
11 fireman said it was deliberately started.
12 BY MR. WEINSTOCK:
13 Q. And if that was said, did the fireman
14 give you any report that documented that?
15 A. I don't remember any report.
16 Q. And did the fireman tell you the name of
17 any person that the fireman believed may have
18 started the fire?
19 A. No.
20 Q. And you didn't see anybody start the
21 fire, correct?
22 A. No.
23 Q. As a matter of fact, had you ever in your
24 life seen Stacy Brown at 2315 North Decatur and
25 Auburn?

Page 55

1 A. No, I've never seen her.
2 Q. Have you ever personally seen
3 Dan M. Winder at the site of 2315 North Decatur
4 and Auburn?
5 A. No.
6 Q. Besides boarding up the building and the
7 demolition of the building, what other damages do
8 you have that you believe reach 50,000 -- or
9 exceeded \$50,000?
10 Please don't talk to your attorney, talk
11 to me.
12 A. We got the attorney fees, and we got
13 the -- that's it.
14 Q. And when you say you got the attorneys'
15 fees, and that's it, is it your statement here
16 today under oath that other than the boarding of
17 the house, the demolition of the house, and the
18 attorneys' fees, those are the only damages you
19 have?
20 And please look at me, again, sir.
21 MS. BARRAZA: Objection. Form.
22 You can answer.
23 THE WITNESS: I don't -- I don't really
24 know what you are trying to get at. I don't
25 understand the question at all.

Page 56

1 BY MR. WEINSTOCK:
2 Q. Well, I'm trying -- you filed a
3 lawsuit -- you and your wife filed a lawsuit
4 claiming that you had damages in excess of \$50,000
5 in this lawsuit, correct?
6 A. Right.
7 Q. You understand that?
8 A. Yes.
9 Q. And I'm asking you what was your basis
10 for coming up that you had damages in excess of
11 \$50,000 in your filing of the lawsuit.
12 Do you understand that?
13 A. Yes.
14 Q. And I've asked you to give me all the
15 reasons why you believe you were damaged in excess
16 of \$50,000. And you've told me because of the
17 boarding up of the building and 2315 North
18 Decatur, because of the demolition of the building
19 at 2315 North Decatur, and you've indicated that
20 you believe you and your wife have paid for that,
21 and because of attorneys' fees. Those are how you
22 came up with the \$50,000 in excess of figure,
23 correct?
24 A. Yes.
25 Q. And I asked you, other than those three

Page 57

1 items, the boarding, the demolition, and the
2 attorneys' fees, are there any other damages that
3 you have?
4 And, again, you are looking at your
5 attorney, and apparently something that's been
6 written for you. Please look at me.
7 Other than the boarding up of the house,
8 the demolition of the house, and the attorneys'
9 fees, is there any other damages that you or your
10 wife have suffered?
11 A. I don't -- the demo, the fire. I don't
12 know. I don't think so. I don't remember any.
13 MR. WEINSTOCK: Okay.
14 MS. PEREYRA: Can we take a break?
15 MR. WEINSTOCK: What?
16 MS. PEREYRA: We need to take a break,
17 please.
18 MR. WEINSTOCK: Do you need ten minutes?
19 MS. PEREYRA: Yes.
20 MR. WEINSTOCK: Okay.
21 (Whereupon, a recess was taken.)
22 MR. WEINSTOCK: Back on the record.
23 THE WITNESS: Yes, we are.
24 BY MR. WEINSTOCK:
25 Q. Mr. Brown [sic] -- I mean, excuse me,

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

16 (Pages 58 to 61)

Page 58	Page 60
<p>1 Mr. Atkinson, you realize you are still under 2 oath? 3 A. Yes. 4 Q. Same penalties of perjury still apply? 5 A. Yes. 6 Q. Thank you. Mr. Brown, I want to go over 7 a few things on your Complaint. 8 Do you have a copy of the Complaint you 9 filed in front of you? 10 A. Yeah, but I'm not Mr. Brown, I'm 11 Mr. Atkinson. 12 Q. You are Mr. Atkinson. I very much 13 apologize for saying that. You've got to give me 14 a senior moment every once in a while. 15 A. I've got a copy. 16 Q. All right. I apologize, Mr. Atkinson. 17 You have a copy of that Complaint? 18 A. Yes. 19 Q. I ask that you turn to Page 5 of your 20 Complaint? 21 A. What am I looking at? 22 MS. PEREYRA: He's going to tell you what 23 paragraph. 24 THE WITNESS: Okay. 25 ///</p>	<p>1 BY MR. WEINSTOCK: 2 Q. My question for you, and, again, you are 3 looking right at your Complaint, correct, 4 Paragraph 27? 5 A. Yes. 6 Q. That Complaint alleges, states that on or 7 around July 21, 2018 Charles Brown trespassed onto 8 the property, and the property that we are 9 referring to is the property at 2315 North 10 Decatur, on the corner of Decatur and Auburn, 11 correct? 12 A. Yes. 13 Q. Now, you state that -- did you personally 14 observe Charles Brown trespass onto that property 15 on or around July 21, 2018? 16 A. No. 17 Q. So you were not there, correct? 18 A. No. 19 Q. To your knowledge -- 20 A. It's the same thing. 21 Q. Please, Mr. -- 22 A. Okay. I'm looking at you. I'm going to 23 straighten up here. 24 Q. Thank you. I appreciate it. 25 So you didn't -- you did not see</p>
Page 59	Page 61
<p>1 BY MR. WEINSTOCK: 2 Q. Looking at Paragraph Number 27, do you 3 see that? 4 A. Yes. 5 Q. It says, On or around July 21, 2018, 6 Charles Brown trespassed onto the property. 7 Do you see that? 8 A. Yeah, I see that. 9 Q. Do you have any personal knowledge that 10 on July 21, 2018, Charles Brown trespassed onto 11 your property? 12 A. Yes. 13 Q. What personal knowledge do you have? 14 A. Because I was there. 15 Q. You were there, and you observed on 16 July 21st, 2018? 17 A. I don't remember the date. 18 Q. Are you testifying that you were present 19 when you observed Mr. Brown trespass onto your 20 property? 21 A. I don't know. I don't understand what is 22 trespassing onto my property. If he walked onto 23 my property, then what? 24 MS. PEREYRA: Can you repeat the 25 question, please?</p>	<p>1 Mr. Brown trespass onto your property on or around 2 July 21, 2018, correct? 3 MS. BARRAZA: Objection. Asked and 4 answered. 5 You can answer again. 6 THE WITNESS: Yeah. 7 BY MR. WEINSTOCK: 8 Q. Is that correct? 9 A. No. 10 Q. It's not correct? 11 A. That's correct, I didn't see him. 12 Q. Thank you very much. 13 Okay. So therefore you go on and state 14 in Paragraph 27 that Mr. Brown converted various 15 personal items from the property. 16 Did you personally see Charles Brown ever 17 take any property from your property on Decatur? 18 Please look at me. 19 A. I guess you better hit that question to 20 me again, because I don't understand what you are 21 trying to tell me. 22 Q. Your Paragraph 27 -- 23 A. Okay. 24 Q. -- states on or around July 21, 2018, 25 Charles Brown trespassed onto your property and</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

17 (Pages 62 to 65)

Page 62	Page 64
<p>1 converted various personal items from the 2 property. 3 Do you see that? 4 A. I see that. 5 Q. Now, if you did not -- you testified you 6 did not personally see Mr. Brown trespass onto the 7 property, correct? 8 A. Yes. 9 Q. And so therefore, did you personally see 10 Mr. Brown convert any items of personal -- any 11 personal items from the property on that date? 12 A. No. 13 Q. And then it goes on to say, Including but 14 not limited to, outdoor chairs. 15 Again, I assume you never saw, and please 16 correct me if I'm wrong, did you ever see Charles 17 Brown take outdoor chairs from your property on 18 Decatur? 19 A. No. 20 Q. Did you ever see Mr. Brown take a workout 21 bench from your property on Decatur? 22 A. No. 23 Q. Did you ever see Mr. Brown take planter 24 pots from your property on Decatur? 25 A. No.</p>	<p>1 A. Yes. 2 Q. You filed a police report? 3 When did you file that police report? 4 A. I don't remember when we filed it. I 5 don't remember the date. 6 Q. Do you have a copy of that police report? 7 A. I don't remember that, either. 8 Q. Now look at Paragraph Number 28. 9 Do you see that? 10 A. Yes. 11 Q. Do you see that Paragraph 28 says, Upon 12 information and belief, Charles Brown, Law Offices 13 of Dan M. Winder, PC, and Dan Winder wrongfully 14 initiated litigation against the Atkinsons. 15 Do you see that? 16 A. Yes. 17 Q. What information and belief do you have 18 to indicate that Dan M. Winder wrongfully 19 initiated litigation against you and your wife? 20 A. Because there was no escrow opened, there 21 was no proof of funds, and they was -- there was 22 just nothing. They -- and they -- they sued us 23 for no reason that I can think of. 24 Q. And that was the lawsuit that was filed 25 by Charles Brown against you and your wife,</p>
Page 63	Page 65
<p>1 Q. Did you ever see Mr. Brown take a trash 2 can from your property on Decatur? 3 A. No. 4 Q. Did you ever see anybody, any person take 5 any of those items from your property on Decatur? 6 A. No. 7 Q. Do you have any personal knowledge that 8 anybody actually took those items from your 9 property on Decatur? 10 A. Yes. 11 Q. When did you first come upon personal 12 knowledge that those items were missing? 13 Please look at me. 14 A. I don't know. I don't remember the dates 15 that I seen them when they was missing or not. A 16 lot of them was missing. I don't know. 17 Q. Do you recall, did somebody tell you 18 those items were missing? 19 A. No, I seen that they was missing. 20 Q. But you don't recall when? 21 A. No, I don't recall. 22 Q. Did you file a claim with your insurance 23 company? 24 A. No. 25 Q. Did you file a police report?</p>	<p>1 correct? 2 A. Yes. 3 Q. Dan M. Winder or the Law Offices of 4 Dan M. Winder were not a party to that lawsuit, 5 were they? 6 A. No. 7 Q. You are aware that you and your wife 8 ended up prevailing in that lawsuit that Mr. Brown 9 filed, correct? 10 A. Yes. 11 Q. Did you ever request your attorneys to 12 seek court ordered attorneys' fees from Mr. Brown 13 for the filing of that lawsuit? 14 MS. BARRAZA: Objection. Calls for 15 attorney/client privilege. I'm going to ask the 16 witness not to answer the question based on the 17 way it's phrased. 18 BY MR. WEINSTOCK: 19 Q. Now, Mr. Atkinson, your attorney has 20 advised you not to answer that question. You have 21 the opportunity to follow her advice or not follow 22 her advice. 23 I would advise you that if -- 24 MS. PEREYRA: You are not his attorney. 25 You cannot give him any advice.</p>

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

18 (Pages 66 to 69)

Page 66	Page 68
<p>1 BY MR. WEINSTOCK: 2 Q. -- if -- if you follow your attorney's 3 advice, and we file a motion with the court 4 seeking you to answer, and the court agrees with 5 us, it is possible that you are going to assess -- 6 be assessed the cost -- the cost of a new 7 deposition and the cost for sanctions if the 8 court -- the judge agrees. 9 Do you understand that? 10 A. Yes. 11 Q. Knowing all that, is it your desire to 12 not answer the question? 13 A. Yes. 14 MR. WEINSTOCK: Could you please certify 15 that? 16 THE WITNESS: I said yes. 17 MR. WEINSTOCK: No, not you, the court 18 reporter. 19 Can you please certify that? 20 THE COURT REPORTER: Yes. 21 MR. WEINSTOCK: Okay. Thank you. 22 BY MR. WEINSTOCK: 23 Q. Now I'd ask you to look at Paragraph 24 Number 27. 25 MS. PEREYRA: Again?</p>	<p>1 A. Okay. My attorneys found evidence 2 showing that Winder was involved. 3 Q. What evidence do you believe shows that 4 Winder was involved? 5 A. We got the checks written by the boy, by 6 Anthony, showing that he's involved. The cops 7 told us they did this to other people, Charlie 8 Brown and his attorney scared them with legal 9 stuff. 10 Q. Now, you said cops told you that. Did 11 the cops mention the name of Dan Winder as the 12 attorney? 13 A. No. 14 Q. Did the cops mention the Law Firm of 15 Dan M. Winder as the attorney? 16 A. The cops never, no. I don't remember 17 them saying anything about him. 18 Q. And, again, I assume, and please correct 19 me if I'm wrong, you don't know the name of the 20 cop that said that? 21 A. I don't remember his name. I know where 22 he's at, down at the police station where we went. 23 Q. Which police station? 24 A. It's on Martin Luther King. That's the 25 only way I know. I don't know what the other</p>
Page 67	Page 69
<p>1 BY MR. WEINSTOCK: 2 Q. I mean 29. Excuse me. 3 As I said, I'm entitled to some senior 4 moments. 5 Have you read that, Mr. Atkinson? 6 A. Yeah, I'm reading it. 7 Q. Now, it says on there Charles Brown, Law 8 Offices of Dan M. Winder, PC, and Dan Winder 9 unsuccessfully attempted to pass off the 10 conditional loan quote and good faith estimate 11 that Mr. Brown received from Financial Solutions 12 and Real Estate Network Group as legitimate proof 13 of financing during the litigation. 14 Do you see that? 15 A. Yeah, yes. 16 Q. What information do you have factually 17 indicating that Dan Winder or the Law Office of 18 Dan M. Winder, PC, attempted to pass off those 19 documents? 20 MS. BARRAZA: Objection. Form. Document 21 speaks for itself. 22 You can answer. 23 THE WITNESS: Do I answer? 24 BY MR. WEINSTOCK: 25 Q. Please answer.</p>	<p>1 streets are. 2 Q. Can you describe this cop; was he tall, 3 short? 4 A. I don't remember if he's tall or short. 5 I just remember that he was -- asked us to come 6 in. 7 Q. And do you remember anything else other 8 than that he asked you to come in, anything about 9 the cop personally? 10 A. I don't remember him. I don't remember 11 that. 12 Q. And you are saying a cop told you that -- 13 the cop believes that Mr. Brown has done it before 14 with an attorney? 15 A. I don't know if he said with attorneys. 16 I don't remember the attorneys part of it. 17 Q. So you don't have any information or 18 recollection that anything that Charles Brown did 19 was in conjunction with any attorneys, correct? 20 MS. BARRAZA: Objection. Form. 21 Misstates testimony. 22 THE WITNESS: I don't understand. 23 MS. PEREYRA: Tell him that. 24 MR. WEINSTOCK: Please quit talking to 25 your attorney and answer the question.</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

19 (Pages 70 to 73)

Page 70	Page 72
<p>1 MS. PEREYRA: He doesn't understand, and 2 I told him to tell you that. If you just listen, 3 then you would know. 4 MR. WEINSTOCK: I can't understand when 5 you are whispering to your client. 6 THE WITNESS: Okay. I don't understand 7 exactly what you are doing with the cop. I don't 8 understand the question that you are asking me 9 about him. 10 BY MR. WEINSTOCK: 11 Q. My question for you is, and, please, 12 correct me if I'm wrong, you just testified that 13 to the best of your recollection, you don't 14 believe that the cop mentioned any attorneys' 15 names to you, correct? 16 A. Correct. 17 Q. And my question to you is: What 18 information, if any, did you give to the police 19 that Charles Brown was acting in concert or in 20 conspiracy or in connection to the Law Office of 21 Dan M. Winder or Dan Winder? 22 A. Because the cop told us that there was 23 other people that Charlie Brown was scaring them 24 with legal stuff, so I don't know -- 25 Q. Okay.</p>	<p>1 A. I don't remember the exact date. I don't 2 remember when, but I can remember what we was 3 called in there for. 4 Q. And this police officer told you that the 5 police officer believed Charles Brown was acting 6 with other people, correct? 7 A. Yes. 8 Q. But this police officer never named any 9 other people that this police officer believed 10 Mr. Brown was acting with, correct? 11 A. I don't remember it. I just don't 12 remember that. 13 Q. And is it safe to say that to the best of 14 your recollection, you do not remember this police 15 officer ever mentioning the Law Office of 16 Dan M. Winder or Dan Winder as any attorney that 17 Charles Brown may have been acting in concert 18 with? 19 A. I don't remember that. 20 Q. I'd ask you to look at Paragraph 34 of 21 the Complaint on Page 5. 22 Do you see that? 23 A. Yes, I can see it. 24 Q. It says, In the course of a business 25 transaction in which Charles Brown had a pecuniary</p>
Page 71	Page 73
<p>1 A. -- who it is. 2 Q. To the extent of your recollection, is it 3 safe to say that the only thing the cop told you 4 that you remember now, is you claim this cop told 5 you that Mr. Brown was acting with other people, 6 correct? 7 MS. PEREYRA: Objection. Misstates his 8 testimony. 9 BY MR. WEINSTOCK: 10 Q. Tell me exactly, to the best of your 11 recollection, what this police officer told you. 12 A. I told you, he told me -- he told us that 13 they did that to other people, that Charlie Brown 14 and his -- I guess his attorney, I can't remember 15 him saying his attorney, scared them with legal -- 16 legal stuff. 17 Q. So your recollection, and, again, I'm not 18 trying to misstate your testimony, is it safe to 19 say that both you and your wife were present 20 during this conversation with this police officer? 21 A. Yes. 22 Q. Was it one conversation or several 23 conversations with the police officer? 24 A. One time. 25 Q. But you don't remember when?</p>	<p>1 interest -- let I ask you, what's your 2 understanding of what pecuniary interest Mr. Brown 3 had? 4 A. I don't know. I don't really know what 5 that means. I don't know what you are saying. 6 Q. Did you discuss what that said with your 7 attorney before that document was filed? 8 MS. BARRAZA: Objection. The question as 9 phrased calls for attorney/client privileged 10 communications, so I'm going to advise the witness 11 not to answer as it's phrased. 12 BY MR. WEINSTOCK: 13 Q. Well, Mr. Atkinson, you just testified 14 you don't understand what that phrase means, 15 correct? 16 A. Yes. 17 Q. And you testified earlier that you read 18 the Complaint before it was filed, correct? 19 A. Yes. 20 Q. And did you understand at that time what 21 that phrase meant? 22 A. Yes. 23 Q. What was your understanding at that time 24 what that phrase meant? 25 A. Like I say, I don't know. I don't</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

20 (Pages 74 to 77)

Page 74	Page 76
<p>1 remember. But at the time, I did. 2 Q. Now, Paragraph Number 35 indicates that 3 the Atkinsons justifiably relied on Charles 4 Brown's representation. 5 Do you see that? 6 A. Yes. 7 Q. You believed that Mr. Brown was going to 8 go through with the deal, correct? 9 A. Yes. 10 Q. And you were going to go through with the 11 deal, correct? 12 A. Yes. 13 Q. Now, looking at Paragraph Number 36; do 14 you see that? 15 A. Yes, I see it. 16 Q. And that says, The Atkinsons would not 17 have executed the purchase agreement had they 18 known that Charles Brown never intended on 19 actually paying the Atkinsons any consideration 20 for the property, correct? 21 A. Yes, that's what it says. 22 Q. All right. Tell me what factual 23 knowledge you had or have knowing that Charles 24 Brown never intended on paying for the property? 25 A. Well, there was no escrow -- no escrow</p>	<p>1 BY MR. WEINSTOCK: 2 Q. Mr. Brown -- at the time you signed the 3 agreement, Mr. Brown told you he intended to 4 purchase the property, correct? 5 A. Yes. 6 Q. And you had no reason to believe that 7 Mr. Brown was lying to you at that time, did you? 8 Please look at me. 9 A. I didn't have any intention that he was 10 lying to us, but I didn't say any -- no, just no. 11 Q. And, again, you -- going in to -- in 12 Paragraph 37, you mentioned the name Stacy Brown 13 again, correct? 14 A. Yes. 15 Q. You mentioned her name a couple times in 16 that paragraph, correct? 17 A. Yes. 18 Q. And you previously stated you never 19 talked to Stacy Brown, correct? 20 MS. BARRAZA: Asked and answered. 21 THE WITNESS: I never heard that 22 question. 23 What did he say? I didn't understand. 24 BY MR. WEINSTOCK: 25 Q. Did you ever -- did you ever talk to</p>
Page 75	Page 77
<p>1 opened, there was no proof of funds, there was 2 just nothing. 3 Q. Do you know why there was no escrow 4 opened? 5 A. No, I don't. Probably he didn't have the 6 money. I don't know. 7 Q. Do you know why there was no proof of 8 funds shown? 9 A. I don't know. I don't understand what 10 the proof of funds is. 11 Q. Okay. 12 A. You are asking me proof of funds. It 13 says no -- there's no proof of funds, whatever is 14 shown us from Charlie, that he was intending on 15 buying the property. 16 Q. Do you personally have knowledge that at 17 the time you and Mr. Brown and your wife entered 18 into the agreement to enter into the purchase of 19 your house, do you have any personal knowledge 20 knowing that Mr. Brown never intended to buy the 21 house at that time? 22 MS. BARRAZA: Objection. Form. 23 THE WITNESS: I don't know. I don't 24 know. 25 ///</p>	<p>1 Stacy Brown prior to you agreeing with Charles 2 Brown for him to purchase your house? 3 A. No, I don't know her. 4 Q. And did Charles Brown ever tell you that 5 Stacy Brown was involved in the purchase of the 6 house? 7 A. No. 8 Q. Did Charles Brown ever tell you that Dan 9 Winder was involved in the purchase of the house? 10 A. I don't remember that. 11 Q. Did Charles Brown ever tell you that the 12 Law Office of Dan Winder ever was involved in the 13 purchase of the house? 14 A. No. Charles told my wife, his attorney 15 was his partner. 16 Q. What was that? I didn't hear that. 17 What did you just say, sir? 18 A. Charles told my wife, his attorney was 19 his partner. 20 Q. Were you present when that was said? 21 Mr. Atkinson, did you ever hear Charles 22 Brown tell you or your wife that his attorney -- 23 that his attorney was involved in purchasing your 24 house? 25 A. I don't remember that about an attorney.</p>

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

21 (Pages 78 to 81)

Page 78	Page 80
<p>1 Q. Do you remember your wife ever telling 2 you that Charles Brown had told her that his 3 attorney was involved in the purchase of the 4 house? 5 A. Yes. 6 Q. When did your wife tell you that? 7 A. I tell you, that's a long time ago. I 8 don't remember. 9 Q. Do you remember where you were when she 10 said it? 11 A. No, I don't remember that. 12 Q. Do you remember who else was there, if 13 anybody? 14 A. No. 15 Q. Did you do anything about it when she 16 told you that? 17 A. I don't -- I don't know if I would do 18 anything about it. What would I do? I don't 19 understand the question. 20 Q. Did you try to back out of the deal when 21 she told you that? 22 A. No. 23 Q. Was the deal already finished when she 24 told you that? 25 A. No.</p>	<p>1 THE WITNESS: I don't know. 2 BY MR. WEINSTOCK: 3 Q. In 2018, when you were negotiating the 4 sale of your house with Charles Brown, did you 5 ever tell him your age? 6 A. I don't remember telling him, no. 7 Q. Do you know if your wife ever told her 8 your age in your presence? 9 A. I don't know that, either. 10 Q. I'd ask you to look at Page 8 -- Page 8, 11 Paragraph 61. 12 MS. PEREYRA: What page was it? 13 MR. WEINSTOCK: Page 8. 14 MS. PEREYRA: Page 8, is that what you 15 said? 16 MR. WEINSTOCK: Yes. 17 MS. PEREYRA: And what paragraph? 18 MR. WEINSTOCK: 61. 19 MS. PEREYRA: So this one. 20 BY MR. WEINSTOCK: 21 Q. Do you see that? 22 A. Yeah. 23 Q. It says, Charles Brown, Stacy Brown, Law 24 Office and Winder, and each of them worked 25 together with the intent to accomplish the harmful</p>
Page 79	Page 81
<p>1 MS. BARRAZA: Objection. Asked and 2 answered. 3 He already said he doesn't remember when 4 she told him. 5 MR. WEINSTOCK: I can try to jog his 6 memory a little bit. 7 BY MR. WEINSTOCK: 8 Q. Was it recently that she told you this? 9 A. I don't remember, no. 10 Q. As you sit here today, other than what 11 your wife may have told you, do you have any 12 reason to believe that in any way Dan M. Winder or 13 the Law Office of Dan M. Winder was involved in 14 the purchase of your house in 2017? 15 MS. BARRAZA: Objection. Asked and 16 answered. 17 THE WITNESS: I don't know. 18 BY MR. WEINSTOCK: 19 Q. Well, you know what's going on in your 20 mind. Do you have any basis, other than what your 21 wife may have told you, to believe that 22 Dan M. Winder or the Law Office of Dan M. Winder 23 were involved in any way in the purchase of your 24 house? 25 MS. BARRAZA: Same objection.</p>	<p>1 objective of defrauding the Atkinsons out of the 2 property they own for the purpose of causing harm 3 to the Atkinsons. 4 Do you see that? 5 A. Uh-huh. 6 MS. PEREYRA: Yes? 7 THE WITNESS: Yes. 8 BY MR. WEINSTOCK: 9 Q. Tell me what factual information you know 10 of that Stacy Brown and Charles Brown in any way 11 worked together with the intent to accomplish the 12 harmful objective of defrauding you and your wife? 13 A. Our attorney found the evidence showing 14 that there was -- they was involved. 15 Q. What evidence do you believe they found 16 showing it? 17 MS. BARRAZA: Asked and answered. 18 You can answer. 19 THE WITNESS: We got the fake loan 20 company documents. 21 BY MR. WEINSTOCK: 22 Q. And do you have any idea whether Charles 23 Brown and Stacy Brown ever spoke together about 24 arranging that? 25 A. I don't know anything about it.</p>

LaVell P. Atkinson ~ March 29, 2021
* * * Remote Videoconference Deposition * * *

22 (Pages 82 to 85)

Page 82

1 Q. Do you have any information to indicate
2 that anything that they may have done, they did
3 with the intent to work together with each other
4 and the Law Office and Dan Winder?
5 MS. BARRAZA: Objection. Form.
6 THE WITNESS: Yes.
7 BY MR. WEINSTOCK:
8 Q. You can answer.
9 Do you have any factual basis?
10 A. Yes.
11 Q. What is that?
12 A. My attorneys discovered many people
13 involved in the fraud.
14 Q. So you are relying solely on your
15 attorneys' information?
16 MS. BARRAZA: Objection. Misstates
17 testimony.
18 BY MR. WEINSTOCK:
19 Q. Are you relying solely on your attorneys'
20 information.
21 MS. BARRAZA: Same objection.
22 THE WITNESS: We've got these made-out
23 checks from that attorney guy, he made out checks,
24 so that would be -- that would be a fake loan
25 company.

Page 83

1 BY MR. WEINSTOCK:
2 Q. Is it your statement that those checks
3 were done by Dan Winder and the Law Office
4 intending to defraud you?
5 MS. BARRAZA: Asked and answered.
6 BY MR. WEINSTOCK:
7 Q. Is it your own belief that the checks
8 that you are referring to were done by the Law
9 Office of Dan Winder or Dan Winder, intending to
10 defraud you?
11 A. Yes, I do.
12 Q. What is your basis for that?
13 A. Because I never -- because they never --
14 Charlie Brown never had any money, no escrow
15 opened up to get the money to buy the place. And
16 then this -- then he comes up with this thousand
17 dollar check from this lawyer, so I just don't
18 quite understand all the details of what they was
19 trying to do to us.
20 Q. I understand that you may not understand
21 the details, but you've made factual allegations,
22 and I'm trying to ask you about what facts you
23 have, other than what you may believe, you may
24 hope, you may wish, you may want. I'm asking
25 facts.

Page 84

1 Do you have any facts?
2 MS. BARRAZA: Asked and answered, and
3 already -- already answered.
4 THE WITNESS: -- attorneys.
5 BY MR. WEINSTOCK:
6 Q. What was that?
7 A. I thought she objected again.
8 Q. What was that?
9 Please answer.
10 MS. PEREYRA: Can you repeat the
11 question, please?
12 BY MR. WEINSTOCK:
13 Q. I'm asking you what facts, other than
14 beliefs, hopes, wishes, what facts do you have to
15 indicate that Charles Brown and Stacy Brown, the
16 Law Office, and Dan M. Winder worked together
17 intending to accomplish the harmful objective of
18 defrauding you and your wife out of the property
19 you owned?
20 MS. BARRAZA: Objection. Asked and
21 answered.
22 He literally just answered it, but --
23 MS. PEREYRA: Go ahead.
24 THE WITNESS: Yeah, the checks was
25 written by the attorney, showing that he was

Page 85

1 involved. We didn't know anything about the
2 attorney to start with.
3 BY MR. WEINSTOCK:
4 Q. Do you personally know whether Charles
5 Brown paid the thousand dollars to Dan Winder, for
6 him to issue the check for -- don't look at
7 anybody.
8 A. I'm looking at you. Okay.
9 I don't have any, no. I don't understand
10 it.
11 Q. You don't understand what? I'm trying to
12 make sure it's clear.
13 A. I don't know what that means, what you
14 are trying to say, that if I understood what -- I
15 didn't even know that there was a lawyer there.
16 Q. My question to you is, do you have any
17 knowledge whether Charles Brown paid Dan Winder a
18 thousand dollars for him to issue the check that
19 you are talking about, yes or no, sir?
20 A. I said no.
21 Q. Do you know if Charles Brown and Dan
22 Winder had any discussions between themselves
23 about Mr. Brown -- or Mr. Winder issuing that
24 thousand dollar check?
25 A. I don't know.

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

23 (Pages 86 to 89)

Page 86

1 Q. Do you know that Dan Winder and the Law
2 Office of Dan M. Winder issued that check
3 intending to defraud you out of your house?
4 MS. BARRAZA: Objection. Form.
5 THE WITNESS: Yes.
6 BY MR. WEINSTOCK:
7 Q. How do you know that? What -- what facts
8 do you have?
9 MS. BARRAZA: Asked and answered.
10 THE WITNESS: The check is written by the
11 attorney to show that he was involved. And why
12 would he write it, if they didn't?
13 No, never mind that.
14 BY MR. WEINSTOCK:
15 Q. Is that your basis, is solely because a
16 check was written from the Law Office of
17 Dan Winder, that he was involved in intending to
18 defraud you out of your house?
19 MS. BARRAZA: Objection. Form.
20 THE WITNESS: Loan company documents, I
21 have that.
22 BY MR. WEINSTOCK:
23 Q. Well, let's get to, is it your belief
24 that solely the thousand dollar check and the loan
25 documents were the basis that you are using to

Page 87

1 believe that the Law Office of Dan M. Winder or
2 Dan Winder intended to solely -- or intended to
3 defraud you and your wife out of your house?
4 MS. BARRAZA: Objection. Form.
5 THE WITNESS: I don't know.
6 BY MR. WEINSTOCK:
7 Q. Sir?
8 A. I don't know.
9 Q. Well, what other reasons do you have,
10 other than that check and the other documents, the
11 loan documents, for you to believe that
12 Dan M. Winder or the Law Office of Dan M. Winder
13 were involved in attempting -- intending to
14 defraud you and your wife out of your house?
15 MS. BARRAZA: Objection. Form.
16 THE WITNESS: I don't remember.
17 BY MR. WEINSTOCK:
18 Q. And, again, you and your wife have never
19 been defrauded out of your house, correct?
20 A. No, no.
21 Q. No, that you've never been defrauded; you
22 still have your house, or sold it, correct?
23 A. I don't understand what question you're
24 asking about. What house are we talking about?
25 Q. We're talking about the house at

Page 88

1 2315 North Decatur.
2 A. Okay. I don't know. I don't remember
3 it.
4 Q. Well, you put in your pleadings, in your
5 legal paper, that you and your wife factually have
6 an allegation that Charles Brown, Stacy Brown, Law
7 Office, and Winder, and each of them worked
8 together with the intent to accomplish the harmful
9 objective of defrauding you and your wife out of
10 the property you guys owned, for the purpose of
11 harming you and your wife, correct?
12 A. Yes.
13 Q. And I'm asking you your factual basis,
14 and you said previously, because the Law Office of
15 Dan Winder issued a check for a thousand dollars,
16 correct?
17 A. Yes.
18 Q. And because it was, what you had stated,
19 was a fraudulent document, loan document, correct?
20 A. Yes.
21 Q. And I asked you, other than those two
22 documents, do you have any other factual basis for
23 you to believe that the Law Office of
24 Dan M. Winder and Dan Winder were involved in any
25 action with the intent to accomplish the harmful

Page 89

1 objective of defrauding you and your wife out of
2 your property that you owned and for the purpose
3 of causing harm to you and your wife; any other
4 factual basis?
5 MS. BARRAZA: Objection. Form.
6 THE WITNESS: I don't remember it.
7 BY MR. WEINSTOCK:
8 Q. Do you have a problem with your memory,
9 sir?
10 A. What?
11 Q. Do you have a problem with your memory?
12 A. Do I have a problem with my memory?
13 Q. Yes.
14 A. Do I have to answer that?
15 Q. Yes.
16 A. I don't.
17 Q. Have you ever been to a doctor or a
18 psychologist or physician for any type of
19 treatment regarding your memory?
20 A. No, I have not.
21 Q. Have you ever been to any doctor for any
22 type of stress-related problem?
23 A. No, no stress.
24 Q. I ask you to look at Page 9,
25 Paragraph 65.

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

24 (Pages 90 to 93)

Page 90

1 Do you see that?
2 A. Yes.
3 Q. And, again, you allege that Charles
4 Brown, Stacy Brown, Law Office, and Winder acted
5 in concert with one another pursuant to a -- to
6 the common design of transferring the property
7 from the Atkinsons to Charles Brown without any
8 monetary consideration going to Atkinson.
9 Do you see that?
10 A. No, I don't -- I don't know what that
11 means.
12 Q. You do see it, correct?
13 A. I seen it.
14 Q. And you read it?
15 A. Yes.
16 Q. And is it your testimony now that you
17 don't understand today what that means?
18 MS. BARRAZA: Objection. Form.
19 BY MR. WEINSTOCK:
20 Q. Please answer.
21 MS. PEREYRA: Just tell him.
22 BY MR. WEINSTOCK:
23 Q. I know you are talking to your attorney.
24 Please answer.
25 A. I said, I don't know what that means.

Page 91

1 Q. And at the time this document was filed,
2 did you discuss that paragraph with your attorney?
3 A. Yes.
4 Q. And did they explain it to you at that
5 time?
6 A. Yes.
7 Q. Did you understand it at that time?
8 A. Yes.
9 Q. And it's your testimony that you don't
10 understand it now?
11 MS. BARRAZA: Objection. Form.
12 THE WITNESS: I don't remember it now.
13 BY MR. WEINSTOCK:
14 Q. You don't remember it now, and you still
15 don't understand it, correct?
16 A. I don't understand your question. I
17 don't know what I'm about to say.
18 No, I don't understand it.
19 Can we take a little break?
20 MS. PEREYRA: He would like to take a
21 break, please.
22 MR. WEINSTOCK: Let's take another ten
23 minutes, and I'll try to wrap it up.
24 (Whereupon, a recess was taken.)
25 MR. WEINSTOCK: Back on the record.

Page 92

1 Mr. Atkinson, I have no further questions
2 at this time.
3 EXAMINATION
4 BY MS. BARRAZA:
5 Q. This is my opportunity to ask a few
6 questions. I have just a few.
7 If we can turn back to Exhibit C, if it
8 can be shown on the screen, and the Bates stamp I
9 would like to go to is D0002.
10 So, Mr. Atkinson, do you recall earlier
11 you testified that this Purchase Agreement and
12 Joint Escrow Instructions was the agreement that
13 you and your wife had executed, along with Charles
14 Brown, for purchase of that property at 2315 North
15 Decatur?
16 A. Yes.
17 Q. And I want to turn your attention to
18 Section 1, where it says Purchase Price, and it
19 mentions the total purchase price of the property
20 paid by purchaser to seller shall be in the amount
21 of \$100,000; do you see that?
22 A. Yes.
23 Q. Now, was that ever actually paid from
24 Charles Brown to you and your wife?
25 A. No.

Page 93

1 Q. And in Section 3, where it mentions a
2 deposit, it says, Purchaser shall deliver a
3 deposit within two business days from the
4 effective date in the amount of \$1,000, and then
5 it goes on to say the deposit shall be deposited
6 and held in escrow by an escrow agent.
7 Now, did that ever actually happen?
8 A. No, no.
9 Q. And I want to turn your attention to
10 earlier, if you recall, you were talking about
11 some of your damages in this case.
12 Now, has this ordeal of being in that
13 lawsuit against Charles Brown, where Charles Brown
14 was suing you and your wife, did that cause you
15 any kind of distress?
16 A. Well, naturally, yes, it did. I mean,
17 it's a lot of -- when you don't understand what's
18 going on, and somebody is trying to, you know,
19 force something onto you, tell you they're going
20 to do this and that, there's always stress there.
21 That's definitely, yes.
22 Q. And is that the stress part of why you
23 and your wife decided to file this lawsuit against
24 Charles Brown and against Dan Winder?
25 A. Yes.

LaVell P. Atkinson ~ March 29, 2021
*** Remote Videoconference Deposition ***

25 (Pages 94 to 97)

Page 94

1 MR. WEINSTOCK: Objection. Leading.
2 BY MS. BARRAZA:
3 Q. And then I want to -- do you recall
4 earlier in your deposition you were looking at the
5 lawsuit that you and your wife had filed against
6 Charles Brown and Dan Winder, the Complaint; do
7 you remember looking at that?
8 A. Yes.
9 Q. Now, are you personally -- are you a
10 lawyer?
11 A. No, I'm not.
12 Q. And do you personally have any kind of
13 legal background or experience?
14 A. No.
15 Q. And are you well-familiar with legal kind
16 of jargon?
17 A. No.
18 Q. And is that part of why you ended up
19 hiring attorneys? Is that because you and your
20 wife are not capable of things like drafting your
21 own Complaints and lawsuits?
22 MR. WEINSTOCK: Objection. Leading.
23 Calling for a legal -- calling for a legal
24 conclusion.
25 THE WITNESS: Yes.

Page 95

1 BY MS. BARRAZA:
2 Q. And have you ever sued anybody on your
3 own without hiring an attorney?
4 MR. WEINSTOCK: Objection. Form.
5 BY MS. BARRAZA:
6 Q. Sorry, what was the answer?
7 A. No.
8 MS. BARRAZA: One second.
9 Okay. I have no further questions.
10 MR. WEINSTOCK: Adriana?
11 MS. PEREYRA: I have no further
12 questions.
13 MR. WEINSTOCK: I have no further
14 questions. I appreciate your being here, I
15 appreciate your testimony, and basically we're
16 done.
17 I need a copy of the video and also the
18 quickest way to get it.
19 MS. PEREYRA: We're logging off.
20 ZOOM HOST: Mr. Weinstock, I just want to
21 advise that today's deposition was not being
22 videotaped or videorecorded.
23 MR. WEINSTOCK: Oh, okay. Well, then I
24 guess whatever you got.
25 MS. BARRAZA: And we'll take an E-Trans

Page 96

1 copy. It can be billed to my office. Thank you.
2 THE COURT REPORTER: Do you want him to
3 read and sign or waive signature?
4 MS. BARRAZA: We'll waive that, that's
5 fine.
6 MR. WEINSTOCK: No, I want him to sign.
7 MS. BARRAZA: Yeah, we'll waive that.
8 ZOOM HOST: Mr. Weinstock, the exhibits
9 that we referenced today when we were screen
10 sharing, would those be attached to the
11 transcript?
12 MR. WEINSTOCK: They don't need to be,
13 no.
14 ZOOM HOST: Okay. Thank you very much.
15 (Thereupon, the remote videoconference
16 deposition concluded at 12:29 p.m.)
17
18
19
20
21
22
23
24
25

Page 97

1 CERTIFICATE OF DEPONENT
2 PAGE LINE CHANGE REASON
3 _____
4 _____
5 _____
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 * * * * *
15 I, LaVELL P. ATKINSON, deponent herein,
16 do hereby certify and declare the within and
17 foregoing transcription to be my deposition in
18 said action; that I have read, corrected and do
19 hereby affix my signature to said deposition this
20 _____ day of _____, 20__.
21 _____
22 LaVELL P. ATKINSON, Deponent
23
24
25

EXHIBIT 25

EXHIBIT 25

1 **DECLARATION OF ADRIANA PEREYRA, AUTHENTICATING PLAINTIFFS'**
2 **ATTORNEYS' FEES AND COSTS**

3 I, Adriana Pereyra, declare as follows:

4 1. I am a partner with the law firm of MAIER GUTIERREZ & ASSOCIATES, attorneys for
5 Plaintiff. I am knowledgeable of the facts contained herein and am competent to testify thereto.

6 2. I am over the age of 18 and I have personal knowledge of all matters set forth herein.
7 If called to do so, I would competently and truthfully testify to all matters set forth herein, except for
8 those matters stated to be based upon information and belief, and as to those matters I am informed
9 and believe them to be true.

10 3. I make this affidavit for purposes of authenticating the records of attorneys' fees and
11 costs which have been incurred by my clients, Lavelle and Sheila Atkinson, in the actions titled: (1)
12 *Charles Brown v. Lavelle P. Atkinson et al.*, Case No. A-18-774764-C, filed in the Eighth Judicial
13 District Court, Clark County, Nevada; and (the "First Litigation"); and (2) *Lavelle Atkinson et al. v.*
14 *Charles Brown, et al.*, Case No. A-19-804902-C, filed in the Eighth Judicial District Court, Clark
15 County, Nevada (the "Second Litigation").

16 4. At all times, I have been counsel of record for Lavelle Atkinson and Sheila Atkinson
17 (the "Atkinsons") in the First Litigation and Second Litigation.

18 5. The Atkinsons have executed a fee agreement with my office, INTEGRITY LAW FIRM,
19 covering both the First Litigation and the Second Litigation.

20 6. The invoices disclosed by the Atkinsons (including on Bates-stamped documents
21 ATKINSON00656-662) are true and authentic copies of invoices that have been prepared by my firm.
22 These invoices accurately reflect the professional legal services that have been provided by my firm
23 on behalf of the Atkinsons with respect to the First and Second Litigation.

24 7. The Atkinsons were the defendants in the First Litigation, which commenced in May
25 of 2018. The legal work in defending the First Litigation involved obtaining records via subpoenas
26 to the witnesses involved, conducting written discovery, conducting the deposition of Charles Brown,
27 and briefing various motions, including the successful motion for summary judgment which resulted
28 in all of Mr. Brown's claims against the Atkinsons being dismissed in their entirety.

1 8. The Atkinsons initiated the Second Litigation on November 5, 2019, filing suit against
2 Charles Brown, Stacy Brown, Law Office of Dan M. Winder, P.C., and Dan M. Winder.

3 9. The legal work for the Second Litigation has involved briefing the opposition to the
4 Winder Defendants' motion to dismiss and appearing for the hearing on the same; drafting the order;
5 conducting written discovery; deposing witnesses; disclosing additional documents; and filing
6 numerous discovery motions with the Discovery Commissioner as a result of the Winder Defendants'
7 non-cooperation with the discovery rules and procedures.

8 10. The First and Second Litigation have involved extensive discovery.

9 11. In connection with the work handled by my firm in this action, the itemized invoices
10 for attorneys' fees (including on Bates-stamped documents ATKINSON00656-662) identify: (a) the
11 date on which services were performed; (b) the identity of the attorney or professional performing the
12 service; (c) the time devoted to each identified service along with the attorney or professional's billing
13 rate and the corresponding total value of the service; and (d) a general description of the service
14 provided.

15 12. The attorneys' work was billed on an hourly basis, and reflected on those invoices
16 (including on Bates-stamped documents ATKINSON00656-662) which were prepared and
17 maintained by my office in the regular course of its business. Daily time entries were required to be
18 made at or about the time of the activity reflected thereon, and to accurately reflect the amount of time
19 expended on the particular activities undertaken on behalf of the Plaintiffs. I also re-reviewed each
20 time entry in preparing this Declaration and have removed and redacted portions of certain entries to
21 preserve attorney-client and attorney work product privilege.

22 13. All of the fees and costs identified in the itemized invoices are (a) fees and costs that
23 have been billed to Atkinsons, which Plaintiffs have either paid or agreed to pay pursuant to the terms
24 of its fee agreement with my firm, and (b) related to the claims and defenses asserted by the parties in
25 the First Litigation and Second Litigation.

26 14. If called upon as a witness, I could and would competently testify that the foregoing
27 procedure was in fact followed in the representation of Plaintiffs in the Action.

28 15. I am the attorney from my firm primarily responsible for handling this matter on behalf

1 of the Atkinsons. I received a law degree from The Thomas Cooley School of Law in 2009. Following
2 graduation and admission to the Nevada Bar, I began my career Alverson Taylor. Thereafter, I was
3 in-house counsel for Budget Rent a Car of Las Vegas, before opening my own firm in 2013.

4 16. The current hourly rate for myself is \$300.00 per hour.

5 17. The hourly rates charged by my office on this matter have at all times been similar to
6 those typically found in Las Vegas for law firms handling these types of matters and that that would
7 be charged by lawyers, law clerks, and paralegals in Nevada with similar experience, skill, and
8 credentials in a similar matter.

9 18. Based upon my knowledge and experience, these fees incurred by my firm were
10 reasonable and necessary for the services provided in a matter of this nature, significance, and
11 magnitude, and were actually incurred in the First and Second Litigation. To be clear, the invoices
12 do not include any interest charges. This invoices account for the actual professional services rendered
13 over the course of nearly 3 years.

14 19. As to the costs, the cost invoices that have been disclosed, which includes court fees,
15 deposition transcripts, police reports, document searches, subpoena fees, copies, delivery services,
16 and postage, have accumulated to \$10,081.25 as of March 31, 2021, and such supporting documents
17 have been disclosed.

18 20. Further, this is a complex business matter involving numerous defendants and claims.
19 Preparation for this case has required considerable time, skill, and effort. The Atkinsons had to engage
20 in significant discovery and motion practice in order to prove their claims against the Winder
21 Defendants.

22 21. The preparation has been thorough on this case. In order to properly represent the
23 Atkinsons, many hours of attorney work were required, including but not limited to: discovery work
24 obtaining documents and conducting depositions, and having to go to the Discovery Commissioner
25 as a result of the Winder Defendants not cooperating with discovery. Considering the amount of time
26 and effort exerted by the Atkinsons' counsel, the fees are clearly substantiated. The Atkinsons'
27 attorneys are a small firm, and the steps that needed to be taken to pursue this matter has consumed
28 much of the firm's time. The fees and rates charged for this case are customary for representing

1 clients in commercial and business litigation. The amount of attorneys' fees requested is reasonable
2 as compared to the issues and the amount in controversy and the results obtained.

3 22. In making this Declaration, I declare under penalty of perjury and the laws of the State
4 of Nevada that the foregoing is true and correct to the best of my information, knowledge, and belief.

5 DATED this 7th day of April, 2021.

6 
7 ADRIANA PEREYRA, ESQ.
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



8816 Spanish Ridge Avenue
Las Vegas, NV 89148
702.629.7900

April 7, 2021

Mr. Lavelle P. Atkinson

Client No.: 2169 Mr. Lavelle P. Atkinson
Matter No.: 201377 Atkinson adv. Brown
Invoice No.: 22592 For Services Rendered Through: March 31, 2021

PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
3/2/2021	NDV	1.00	150.00
Communicate with Legal Wings on status of service of subpoena to Edmond Daire; Draft objection to defendant Winder's first notice of deposition; Finalize and serve letter to Dan Winder and communicate with Winder's office to forward electronically served letter; Finalize and file objection.			
3/2/2021	DJB	0.60	237.00
Prepare Objection to the Notice of Deposition; edit/revise; send to Ms. Vazquez for service.			
3/2/2021	DJB	0.80	316.00
Prepare letter to opposing counsel re: inappropriate deposition notices; send to Ms. Vazquez for service.			
3/3/2021	NDV	0.80	120.00
Draft 5th supplement;			
3/3/2021	DJB	0.80	316.00
Unredact attorneys fees invoices; send to Ms. Vazquez for next disclosure.			
3/3/2021	DJB	0.50	197.50
Meet and confer with opposing counsel re: discovery issues.			
3/4/2021	DJB	0.30	118.50
Prepare and send email correspondence to opposing counsel memorializing meet and confer from 3/3/2021.			
3/5/2021	NDV	1.20	180.00
Draft Lavelle responses to defendant's first set of interrogatories.			
3/8/2021	NDV	0.70	105.00
Draft first set of RFA response templates for L. Atkinson;			
3/9/2021	NDV	0.70	105.00
Continue draft response templates to first set of RFAs to Lavelle Atkinson; Draft response templates to first set of RFAs to Sheila Atkinson;			

			<u>Hours</u>	<u>Amount</u>
3/9/2021	NDV	Continue draft response templates to first set of RFAs to Lavelle Atkinson; Draft response templates to first set of RFAs to Sheila Atkinson;	0.70	105.00
3/9/2021	DJB	Prepare motion for protective order re: improper deposition notices; incorporate factual and procedural history and legal arguments.	3.80	1,501.00
3/10/2021	NDV	Locate and save exhibits to motion for protective order; Finalize motion and communicate with Discovery Commissioner's chambers to forward.	0.70	105.00
3/10/2021	DJB	Prepare affidavit for motion for protective order; send motion and affidavit to Mr. Gutierrez for review/edits; send to Ms. Vazquez for filing.	0.80	316.00
3/11/2021	NDV	Continue draft of 5th supplement; Confer with Ms. Barraza regarding production; Finalize and e-serve.	0.80	120.00
3/11/2021	DJB	Prepare privilege log and organize attorneys' fees invoices; confer with Ms. Vazquez on the same and on disclosure.	0.80	316.00
3/12/2021	NDV	Locate and save exhibits to motion for an order to show cause; Finalize motion and file; Draft response templates to first set of interrogatories to Sheila Atkinson	1.30	195.00
3/12/2021	DJB	Teleconference with opposing counsel re: meet and confer; send email on the same.	0.50	197.50
3/12/2021	DJB	Prepare motion for order to show cause re: compelled discovery requests that defendants have failed to respond to; draft affidavit in support of motion; edit/finalize; execute affidavit; send to Ms. Vazquez for filing.	4.30	1,698.50
3/15/2021	NDV	Calendar deposition preparation with clients and reserve conference room.	0.20	30.00
3/15/2021	DJB	Confer with co-counsel and clients re: scheduling deposition preparation.	0.20	79.00
3/16/2021	DJB	Review and add additional document to disclosures; send to Ms. Vazquez for preparation of service.	0.20	79.00
3/17/2021	NDV	Communicate with Legal Wings regarding status of service of subpoena to Edmund Daire; Draft 6th supplement, finalize, and e-serve.	0.90	135.00
3/18/2021	JAG	Case review; client meeting to prepare for upcoming depositions.	2.50	1,237.50
3/18/2021	DJB	Meet with clients and prepare for upcoming depositions.	2.00	790.00

			<u>Hours</u>	<u>Amount</u>
3/19/2021	NDV	Confer with Ms. Barraza regarding subpoena to LVMPD officer Luis Martin; Draft subpoena and notice of deposition for LVMPD officer Luis Martin, finalize, and e-serve; Process subpoena for service via Legal Wings; Communicate with Oasis to schedule deposition; Calendar deposition.	1.00	150.00
3/19/2021	DJB	Review file; confer with Ms. Vazquez re: subpoena to police officer; review the same.	0.30	118.50
3/19/2021	DJB	Confer with co-counsel re: case status and upcoming depositions.	0.50	197.50
3/22/2021	DJB	Teleconference with opposing counsel re: settlement; confer with opposing counsel and clients on the same.	0.80	316.00
3/22/2021	DJB	Confer with Mr. Gutierrez on motion for protective order hearing; start hearing outline.	0.80	316.00
3/23/2021	NDV	Communicate with Legal Wings for regarding status of service of subpoena to Edmund Daire; Draft notice of vacating deposition of Edmund Daire, finalize, and e-serve.	0.70	105.00
3/23/2021	DJB	Appear for client Ms. Atkinson's deposition; confer with client and co-counsel on the same.	5.50	2,172.50
3/24/2021	DJB	Review opposition to motion for protective order and for sanctions; update haring outline; confer with co-counsel on the same.	1.00	395.00
3/24/2021	DJB	Review correspondence from opposing counsel.	0.10	39.50
3/25/2021	NDV	Update calendar to remove depositions of Ms. Barraza and Ms. Pereyra.	0.20	30.00
3/25/2021	NDV	Finalize and e-serve letter to opposing counsel.	0.20	30.00
3/25/2021	JAG	Prepare for and attend hearing on motion for protective order.	2.80	1,386.00
3/25/2021	DJB	Confer with Mr. Gutierrez re: hearing on motion for protective order; appear with Mr. Gutierrez at hearing; take notes on the ruling; start working on the DCRR.	2.00	790.00
3/25/2021	DJB	Prepare letter to opposing counsel re: depositions; incorporate legal analysis; send to Ms. Vazquez for service.	1.00	395.00
3/26/2021	DJB	Review Winder Defendants' Opposition to Plaintiffs' Motion for Order to Show Cause; confer with co-counsel on the same; work on Reply brief.	1.00	395.00
3/26/2021	DJB	Review emails re: depositions.	0.20	79.00

			<u>Hours</u>	<u>Amount</u>
3/29/2021	DJB	Appear for client's deposition; take notes; confer with client following the deposition.	3.00	1,185.00
3/30/2021	NDV	Communicate with court recorder to order motion for protective order heard on 3/25/21;	0.20	30.00
3/30/2021	NDV	Communicate with court record of Discovery Commissioner's chambers to request transcript for 3/25/21 hearing; Fill out transcript request and return to court recorder for ordering.	0.50	75.00
3/30/2021	DJB	Work on responses to written discovery requests; responses to interrogatories and requests for admission; insert objections and responses.	3.20	1,264.00
3/30/2021	DJB	Confer with co-counsel re: case research and transcript from hearing on motion for protective order.	0.30	118.50
3/31/2021	DJB	Continue working on written discovery responses and objections; send drafts to co-counsel for review and to go over with clients.	3.30	1,303.50
PROFESSIONAL SERVICES RENDERED:			55.70	\$19,640.50

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph A. Gutierrez	5.30	495.00	\$2,623.50
Danielle J. Barraza	38.60	395.00	\$15,247.00
Natalie D. Vazquez	11.80	150.00	\$1,770.00

CLIENT COSTS ADVANCED

3/31/2021	Copies/Prints	1.05
3/31/2021	Copies/Prints	18.90
3/31/2021	Color Copies/Prints	N/C
3/31/2021	Color Copies/Prints	18.20
3/31/2021	Facsimile	N/C
3/31/2021	Facsimile	N/C
3/31/2021	Subpoena/Process Fees	202.72
3/31/2021	Court Fees	3.50
3/31/2021	Court Fees	3.50
CLIENT COSTS ADVANCED:		\$247.87

TOTAL AMOUNT OF THIS INVOICE:

\$19,888.37

Client No.: 2169 Mr. Lavelle P. Atkinson
Matter No.: 201377 Atkinson adv. Brown
Invoice No.: 22592 For Services Rendered Through: March 31, 2021

Page No. 5

TOTAL BALANCE DUE:

\$19,888.37

All invoices are due and payable upon receipt. Prompt payment is appreciated.
Past-due invoices will incur late fees at the rate of two percent (2%) per month.
Credit card and electronic check payments accepted online at invoice.mgalaw.com.

1 in all of Mr. Brown's claims against the Atkinsons being dismissed in their entirety.

2 8. The Atkinsons initiated the Second Litigation on November 5, 2019, filing suit against
3 Charles Brown, Stacy Brown, Law Office of Dan M. Winder, P.C., and Dan M. Winder.

4 9. The legal work for the Second Litigation has involved briefing the opposition to the
5 Winder Defendants' motion to dismiss and appearing for the hearing on the same; drafting the order;
6 conducting written discovery; deposing witnesses; disclosing additional documents; and filing
7 numerous discovery motions with the Discovery Commissioner as a result of the Winder Defendants'
8 failure to abide by the discovery rules and procedures.

9 10. The First and Second Litigation have involved extensive discovery.

10 11. In connection with the work handled by my firm in this action, the itemized invoices
11 for attorneys' fees (including on Bates-stamped documents ATKINSON00663-689 and
12 ATKINSON00699-702) identify: (a) the date on which services were performed; (b) the identity of
13 the attorney or professional performing the service; (c) the time devoted to each identified service
14 along with the attorney or professional's billing rate and the corresponding total value of the service;
15 and (d) a general description of the service provided.

16 12. The attorneys' and paralegals' work was billed on an hourly basis, and reflected on
17 those invoices (including on Bates-stamped documents ATKINSON00663-689 and
18 ATKINSON00699-702) which were prepared and maintained by my office in the regular course of
19 its business. Daily time entries were required to be made at or about the time of the activity reflected
20 thereon, and to accurately reflect the amount of time expended on the particular activities undertaken
21 on behalf of the Plaintiffs. The time entries were entered into a billing program in our computer
22 system, and sorted by client and matter number so that each client/matter number received an
23 individual bill reflecting the time spent by every attorney and paralegal on file during the preceding
24 month. The time entries were then prepared in a format that constituted a draft of the bill, with time
25 converted to a dollar amount for each day during the month, and a total for the month in question.
26 The draft bill was then reviewed by me and my firm partner, Jason Maier, Esq., in addition to each
27 attorney working on the matter, to ensure the accuracy of the billings and disbursements that there
28 were no errors in entering the information into the computer. This procedure has proven to be

1 trustworthy and to render accurate and timely bills. I also re-reviewed each time entry in preparing
2 this Declaration and have removed and redacted portions of certain entries to preserve attorney-client
3 and attorney work product privilege.

4 13. All of the fees and costs identified in the itemized invoices are (a) fees and costs that
5 have been billed to Atkinsons, which Plaintiffs have either paid or agreed to pay pursuant to the terms
6 of its fee agreement with my firm, and (b) related to the claims and defenses asserted by the parties in
7 the First Litigation and Second Litigation.

8 14. If called upon as a witness, I could and would competently testify that the foregoing
9 procedure was in fact followed in the representation of Plaintiffs in the Action.

10 15. The Atkinsons are represented by attorneys from the law firm MAIER GUTIERREZ &
11 ASSOCIATES, which has been representing parties in civil cases since August 2011. Prior to opening
12 MAIER GUTIERREZ & ASSOCIATES, the firm's partners previously worked for law firms such as
13 GREENBERG TRAUIG and BECKLEY SINGLETON, among others. These firms are well known in the
14 Las Vegas legal community with a reputation for experienced and professional attorneys.

15 16. I am the attorney from my firm primarily responsible for handling this matter on behalf
16 of the Atkinsons. I received a law degree from Pepperdine University School of Law in 2004.
17 Following graduation and admission to the Nevada Bar, I began my career at a small Las Vegas
18 litigation firm. Prior to founding MAIER GUTIERREZ & ASSOCIATES, I served as a litigator with
19 Nevada's oldest incorporated law firm, BECKLEY SINGLETON, and then at the international law firm,
20 GREENBERG TRAUIG. Danielle J. Barraza, Esq. (reflected on invoices as DJB) is an associate at
21 MAIER GUTIERREZ & ASSOCIATES. She received a law degree from the William S. Boyd School of
22 Law in 2015 and has been practicing law with my firm since becoming admitted to the Nevada Bar
23 in October 2015.

24 17. The following are attorneys and law clerks who have assisted with this matter on an
25 as-needed basis: Pengxiang (Calvin) Tian, Esq. (reflected on invoices as CPT) is an associate at MAIER
26 GUTIERREZ & ASSOCIATES. He received a law degree from the William S. Boyd School of Law in
27 2020 and was admitted to the Nevada Bar in November 2020. Prior to that, he worked at my firm as
28 a law clerk. Rex M. Martinez (reflected on invoices as RMM) is a former law clerk at MAIER

1 GUTIERREZ & ASSOCIATES, who was admitted to the Nevada Bar in October 2019.

2 18. Additionally, Charity M. Johnson (reflected on invoices as CMJ), Natalie Vazquez
3 (reflected on invoices as NDV), and Brandon M. Lopipero (reflected on invoices as BMM) worked
4 on this matter in their capacity as paralegals. These paralegals have significant experience in business
5 litigation matters.

6 19. The current hourly rate for myself is \$495 per hour. Associates attorney Danielle J.
7 Barraza, Esq., who has actively participated as counsel in this matter and who has worked as trial
8 counsel on other matters with me and my partner Mr. Maier (including in federal court), has an hourly
9 rate of \$395 per hour. Pengxiang (Calvin) Tian, Esq.'s hourly rate as a law clerk was \$150 per hour.
10 Rex M. Martinez, Esq.'s hourly rate as a law clerk was \$150 per hour. The hourly rate for paralegals
11 Charity M. Johnson, Brandon M. Lopipero, and Natalie Vazquez in this matter was \$150 per hour.

12 20. The hourly rates charged by MAIER GUTIERREZ & ASSOCIATES on this matter have at
13 all times been similar to those typically found in Las Vegas for law firms handling these types of
14 matters. The rates charged to this matter are the same rates that the firm typically charged to other
15 clients during the relevant time period. Based upon my knowledge and experience, these hourly rate
16 are representative of the typical hourly rates that would be charged by lawyers, law clerks, and
17 paralegals in Nevada with similar experience, skill, and credentials in a similar matter.

18 21. Additionally, these same hourly rates for both myself at \$495 per hour and for Danielle
19 Barraza, Esq. at \$395 per hour have previously been confirmed as reasonable by other courts
20 throughout Nevada, including recently in July of 2020 in the matter titled *First 100, LLC et al v. Joel*
21 *Just et al.*, Case No. A-14-705993-B, filed in the Eighth Judicial District Court, Clark County, Nevada.

22 22. Based upon my knowledge and experience, the time spent by individuals who assisted
23 with this matter was reasonable and necessary for the tasks performed in a matter of this nature.

24 23. Based upon my knowledge and experience, these fees incurred by my firm were
25 reasonable and necessary for the services provided in a matter of this nature, significance, and
26 magnitude, and were actually incurred in the First and Second Litigation. The invoices do not include
27 any interest charges, but account only for the actual professional services rendered.

28 24. As to the costs, the cost invoices that have been disclosed, which includes court fees,

1 deliver services, deposition transcripts, medical records/police reports, document searches, subpoena
2 fees, copies, delivery services, and postage, have accumulated to \$10,081.25 as of March 31, 2021,
3 and such supporting documents have been disclosed.

4 26. Further, this is a complex business matter involving numerous defendants and claims.
5 Preparation for this case has required considerable time, skill, and effort. The Atkinsons had to engage
6 in significant discovery and motion practice in order to prove their claims against the Winder
7 Defendants.

8 27. The preparation has been thorough on this case. In order to properly represent the
9 Atkinsons, many hours of attorney work were required, including but not limited to: discovery work
10 obtaining documents and conducting depositions, and having to go to the Discovery Commissioner
11 as a result of the Winder Defendants not cooperating with discovery. Considering the amount of time
12 and effort exerted by the Atkinsons' counsel, the fees are clearly substantiated. The Atkinsons'
13 attorneys are a small firm, and the steps that needed to be taken to pursue this matter has consumed
14 much of the firm's time. The fees and rates charged for this case are customary for representing
15 clients in commercial and business litigation. The amount of attorneys' fees requested is reasonable
16 as compared to the issues and the amount in controversy and the results obtained.

17 28. Finally, the work necessary to achieve a successful result has been delegated to capable
18 attorneys based on experience in an attempt to minimize costs. Investigation, preparation, research,
19 drafting, and filing were performed at the lowest cost to the Atkinsons given other workload
20 considerations.

21 29. In making this Declaration, I declare under penalty of perjury and the laws of the State
22 of Nevada that the foregoing is true and correct to the best of my information, knowledge, and belief.

23 DATED this 7th day of April, 2021.

24 
25 _____
26 JOSEPH A. GUTIERREZ, ESQ.
27
28



INVOICE

Billing Re: Sheila & LaVell Atkinson adv. Brown
 Attorney's Fees for Legal Services Rendered (Billed at \$300.00/hr.)

<u>Date</u>	<u>Work Performed</u>	<u>Time Accrued</u>	<u>Fees</u>
06.05.18	New client telephone conference	1.00	\$300
06.08.18	T/C with JAG of MGA law re representing Atkinsons and prepared and sent e-mail re Complaint	.75	225
06.12.18	Received & reviewed e-mail from JAG re setting up meeting to discuss defense strategy	.25	75
06.12.18	E-mails with Real Estate expert attorney Darren Welsh re Complaint allegations & escrow process	1.50	450
06.14.18	Meeting with JAG of MGA law re allegations contained in Complaint and defense strategy	1.00	300
06.12.18	E-mail to OC requesting copies of K & corresp	.25	75
06.13.18	E-mail to OC & Plaintiff requesting copies of K	.25	75
06.15.18	E-mail to OC requesting docs	.25	75
06.19.18	E-mail to JAG re no response from OC; Received and reviewed reply e-mail from JAG re Answer to Complaint	.50	150
06.22.18	Received & reviewed e-mail correspondence from OC; Replied to same; T/C with legal assistant re contact Plaintiff's counsel re missing attachments referenced in corresp	1.00	300
06.22.18	Draft Defendants' Answer to Complaint & send e-mail re same to JAG	1.25	375
06.25.18	Received & reviewed e-mail from JAG	.25	75
06.28.18	Reviewed Purchase & Agreement; E-mail to JAG re same & possible basis for dismissal/MSJ	1.00	300
06.29.18	Received & reviewed reply e-mail from JAG	.25	75
07.18.18	Draft RFAs, RTPs and Interrogs	2.50	750

07.18.18	E-mails with JAG re draft discovery and Plaintiff's attempt to exempt case from Arb	.50	150
07.19.18	Received & reviewed Arb Selection List; researched arbitrators; E-mail to JAG re same	1.50	450
07.21.18	Discussion with Sheila Atkinson re [REDACTED] [REDACTED]	1.50	450
07.25.18	Executed Arb Selection List & filed same; E-mailed copy to JAG & discussed possible TRO against Plaintiff; Received & reviewed reply e-mail from JAG	1.00	300
08.16.18	Received & reviewed letter from Arb with dates for TEAC; Checked with JAG re available dates and faxed same to Arb	.75	225
08.17.18	Received & reviewed Notice of Arb Hearing	.25	75
08.21.18	Draft 16.1 List of Docs & Witnesses; Sent same to JAG for review	1.00	300
08.27.18	Finalized 16.1 List of Docs & Witnesses; Prepared for TEAC; Participated in TEAC	1.30	390
08.27.18	T/C with OC Weinstock to discuss case; E-mail to JAG re same	.75	225
08.28.18	Prepare check & letter to Arb for Arb Fee Deposit	.50	150
08.30.18	Prepared Skip Trace Request to June's Legal re Charles Brown and prepared e-mail re same	.50	150
09.05.18	T/C with Atkinsons re [REDACTED] E-mails with JAG re same	1.00	300
09.07.18	Received and reviewed e-mail from June's Legal re results of Charles Brown skip trace	.25	75
09.10.18	E-mails with JAG re Plaintiff's failure to prosecute case	.50	150
09.10.18	E-mails with June's Legal re incorrect skip trace received; Received and reviewed correct info	.50	150
09.11.18	T/C with JAG re Plaintiff's failure to participate or prosecute case and results of skip trace of Charles Brown	.50	150
10.01.18	T/C with OC Weinstein re request for extension to respond to discovery; failure to exchange docs & settlement offer; E-mail to JAG re same; Discussed extension request with clients and settlement offer; Called OC back re one-week extension granted & declining settlement offers	1.50	450
10.03.18	E-mail from Paralegal, Natalie Vazquez of MGA law re Plaintiff's past-due disc responses; Reply to same	.50	150
10.11.18	Received & reviewed cc e-mail from Natalie Vazquez to OC re past-due disc responses & 16.1 discl	.25	75
10.15.18	Meeting with Atkinsons re status of case and options	1.00	300

10.16.18	Prepared and served Plaintiff's counsel settlement offer letter	.75	225
10.18.18	Prepared draft 2.34 Letter to OC; Sent same to JAG for review	1.00	300
10.18.18	Prepared settlement offer letter to OC; Sent same to JAG for review	1.00	300
10.22.18	Received & reviewed e-mail from DJB re drafting corresp to Plaintiff re failure to participate in disc process & JAG's reply re same	.25	75
10.23.18	Placed calls to OC re missing discovery & 16.1 docs; spoke with OC's paralegal re same	.25	75
10.25.18	Received and reviewed Plaintiff's 16.1 Disclosures	.50	150
10.25.18	Email to JAG re Plaintiff's disclosures served and need to send subpoenas; Received and reviewed response from JAG re same	.50	150
10.29.18	Received and reviewed Plaintiff's responses to interrogatories; Prepared email to JAG re same, need to meet to strategize for case and Plaintiff's deposition; Received and reviewed response from JAG re same	1.0	300
10.29.18	Email to JAG re responses to interrogatories, meeting to discuss case and Plaintiff's deposition; Received and reviewed email from JAG re same	.50	150
10.30.18	Meeting with JAG, DJB and Natalie re documents received from Plaintiff; parties to subpoena and motions to file	1.25	375
11.13.18	Meeting with Real Estate expert attorney Darren Welsh re documents received from Plaintiff that appear to be fabricated	1.00	300
11.16.18	Received and reviewed response email from LVMPD	.25	75
11.18.18	Reviewed file and prepared Plaintiff's depo outline	1.50	450
11.19.18	Emails with DJG re Plaintiff's depo; Met with DJB to prepare for Plaintiff's deposition	1.50	450
11.19.18	Conducted Plaintiff's deposition	2.50	750
11.20.18	Email to JAG & DJB re depo outcome and evaluating next steps;	1.75	525
11.21.18	Received and reviewed response from JAG re same;		
11.26.18	Follow-up email re motion to compel, msj and sanctions; Received and reviewed response from JAG re same		
11.27.18			
11.28.18	Met with Ira Stark, mortgage expert, to review and obtain expert opinion re documents produced by Plaintiff and to discuss escrow process	1.00	300
11.28.18	Email to NDV re status of subpoenas; Received and reviewed reply to same from NDV	.25	75

11.28.18	Spoke to Joy Mack of Financial Solutions re escrow never opened with her company and what was actually handled for Plaintiff; Sent followed-up email re same; Received and reviewed email from Joy and documents attached	1.25	375
11.28.18	Drafted Affidavit for Joyce Mack to review and sign and prepared email to her re same	.75	225
11.29.18	Received and reviewed Affidavit from Tracy Kelly, Documents from Financial Solutions and contacted appraiser Keith Harper; Prepared email to JAG & DJB re same	2.0	600
11.29.18	Received and reviewed email from NDV re subpoenas; replied to same	.50	150
11.29.18	T/C with appraiser Keith Harper; Received and reviewed documents from him re property; Prepared email to JAG, DJB & NDV re same	1.00	300
11.30.18	Received and reviewed email from DJB re Motions to be filed and email from JAG re same	.25	75
11.30.18	Received and reviewed email from JAG re Tracy Kelly's affidavit and possible need for deposing; Replied to same	.25	75
11.30.18	Prepared draft Affidavit for Laurie Espinoza of Ticor to review and sign; Sent email to same	.75	225
12.03.18	Email to Joyce following-up on Affidavit; Received and reviewed response from Joyce re same	.25	75
12.03.18	Prepared and sent skip trace request to June's Legal re Stacy Brown	.50	150
12.05.18	Received and reviewed email from DJB to NDV re disclosing Kelly Mortgage docs and status of other affidavits; Additional emails from DJB and replies re same; Email to JAG, DJB & NDV re status of Ticor subpoena and my conversation with Ticor's counsel Christina Wang	1.50	450
12.05.18	Received and reviewed email from NDV re draft of First Supplement to 16.1; Replied re same	.50	150
12.05.18	Prepared draft Affidavit for Keith Harper's signature; Email to Keith Harper re same	.75	225
12.06.18	Received and reviewed email from Keith Harper containing fully executed Affidavit; Replied re same; Sent email to DJB, JAG and NDV re same	.50	150
12.06.18	Received and reviewed email from DJB containing draft Motion to Compel and Motion to Disqualify		0
12.06.18	Received and reviewed 16.q Supplement draft; sent email to DJB, JAG & NDV re listing additional witnesses, serving Financial	.75	225

	Solutions with subpoena; including attorney's fees and damages		
12.07.18	Received and reviewed email from DJB containing changes to First 16.1 Supplement; Reviewed draft of same	.50	150
12.07.18	Reviewed Motions to Compel and Disqualify; sent red-lined version to DJB	.75	225
12.07.18	Multiple emails to Joyce Mack re affidavit and additional questions re Plaintiff; Received and reviewed responses from Joyce and replied to same	.75	225
12.07.18	Prepared email to JAG, DJB and NDV re 1 st Class Motors; Received and reviewed response from DJB re same	.25	75
12.09.18	Received and reviewed email from DJB re Motions and edits thereto	.25	75
12.10.18	Reviewed Motion to Compel, to Disqualify, for MSJ and for Leave to Amend; Sent email to DJB re proposed changes and including red-lined versions; Received and reviewed email response from DJB re same	1.25	375
12.10.18	Received and reviewed additional documents from Joyce Mack, replied to same	.50	150
12.10.18	Prepared draft Affidavit for Ira Stark's review re the info discussed at meeting of 11.28.18; Sent same to Ira and DJB for review	.75	225
12.11.18	Prepared and sent letter to Arbitrator requesting continuance of Arb Hearing till after hearing on Motions	.50	150
12.11.18	Received and reviewed email from June's Legal containing results of Stacy Brown's skip trace; Reviewed same and sent email to DJB and JAG re same	.75	225
12.12.18	Received and reviewed Arbitrator's Order re Motion to Compel & for Sanctions; Letter to Arbitrator requesting continuance of hearing due to scheduling of Motions; T/C with Arb's assistant re granting of continuance; Email to DJB, JAG & NV re same; Prepared Letter to Arbitrator requesting continuance of Arb Brief Due Date	1.25	375
12.13.18	Email to Joyce Mack re questions re documents she sent; Received and reviewed response re same	.50	150
12.18.18	Emails with Joyce Mack re proof of payment for loan and affidavit; Received and reviewed email from Joyce Mack containing copies of bank deposit	.50	150
12.21.18	Meeting with Atkinsons re [REDACTED] [REDACTED] case related matters	1.25	375
12.27.18	Received and reviewed Plaintiff's Oppositions to Motions to Disqualify and to Dismiss	.50	150

01.02.19	Email to Joyce Mack attaching draft affidavit with changes pertaining to documents produced; Received and reviewed email from Joyce with changes to Affidavit; Sent email requesting information missing on Affidavit; Received and reviewed email with requested information, updated affidavit and prepared email to Joyce attaching email	.75	225
01.03.19	Received and reviewed email from Joyce re affidavit; replied to same	.25	75
01.08.19	Multiples emails with Joyce Mack re waiting for signed and notarized affidavit or taking her deposition; also discussed facts of case	.50	150
01.08.19	Email and T/C with DJB re upcoming hearings	.50	150
01.08.19	Received and reviewed email from DJB re department reassignment and time change; replied to same	.25	75
01.08.19	Received and reviewed email from DJB containing replies to Plaintiff's oppositions; Reviewed same and sent email replied re same	1.25	375
01.09.19	Multiple emails with DJB re signed Affidavit of Joyce Mack and how document will be used; Received and reviewed Reply and in Support of D's Motion for Summary Judgment	1.0	300
01.10.19	Received and reviewed email from DJB containing revisions to MSJ Reply; Reviewed Reply and sent reply to DJB re same	.75	225
01.14.19	Received and reviewed email from DJB re no response from Arbitrator re continuance of Arb Brief due date; T/C with Arbitrator's assistant re same; Prepared and served letter to Arbitrator and OC confirming continuance granted	1.0	300
01.14.19	Emails with DJB re scheduling of time to prep for hearings on motions	.25	75
01.16.19	Received and reviewed Plaintiff's Supplement to Opposition; Research same; Emails with DJB re same	.75	225
01.16.19	Meeting with DJB and JAG to prep for Mot hearings	2.0	600
01.17.19	Attended hearing on Motions	2.0	600
01.17.19	T/C with Atkinsons scheduling meeting to discuss outcome of motions	.25	75
01.17.19	Meeting with Atkinsons re outcome of motions	1.0	300
01.17.19	T/C with DJB re need release lis pendens	.25	75
01.17.19	Received and reviewed e-mail from DJB re letter to OC to release lis pendens; Replied to same	.25	75
01.17.19	T/C with Arbitrator's assistant Maria re MSJ granted and Arb Hearing vacated; Prepared and served letter re same	.50	150

01.25.19	Received and reviewed e-mail from Hamilton Moore re lis pendens; Emails with DJB and Hamilton Moore re same	.50	150
01.25.19	Received and reviewed Release of Lis Pendens filed by OC	.25	75
01.28.19	Received and reviewed e-mail from Joyce Mack re letter from Wells Fargo Bank; E-mails with DJB re same	.50	150
01.30.19	Received e-mail from DJB containing draft of FFCL; Reviewed and replied with suggested changes/questions; Received e-mail in response from JAG and DJB; replied to same	1.50	450
02.11.19	E-mails with DJB and Charity of MGA law re Memo of Costs; Gathered and submitted costs incurred to Charity for Memo	1.00	300
02.19.19	Emails with DJB re Motion for Attorney's Fees	.50	150
	Total	83.8	\$25,140



MAIER GUTIERREZ & ASSOCIATES

ATTORNEYS AT LAW

8816 Spanish Ridge Avenue
Las Vegas, NV 89148
702.629.7900

April 23, 2020

Mr. Lavelle P. Atkinson

Client No.: 2169 Mr. Lavelle P. Atkinson
Matter No.: 201377 Atkinson adv. Brown
Invoice No.: 21321 For Services Rendered Through: April 23, 2020

PROFESSIONAL SERVICES

Table with 5 columns: Date, Initials, Description, Hours, Amount. Rows include dates from 6/25/2018 to 11/1/2018 with descriptions of legal services and corresponding hours and amounts.

		<u>Hours</u>	<u>Amount</u>
11/1/2018	JAG	Review discovery; meeting with co-counsel to discuss motion to compel and case plan; review issues for further discovery to conduct.	1.20 594.00
11/1/2018	DJB	Review case file; meet with Mr. Gutierrez and Ms. Pereyra to discuss case plan and strategy.	1.00 395.00
11/2/2018	NDV	Draft subpoena duces tecum to Financial Solutions, Kelly Mortgage, LVMPD, and Ticor Title.	1.10 165.00
11/7/2018	NDV	Finalize and serve subpoena duces tecum to Ticor Title of Nevada and LVMPD; Draft commission to take deposition outside the state of Nevada; Finalize and execute California notice and applications for subpoenas to Kelly Mortgage and Financial Solutions & Real Estate; Draft application for issuance of subpoena to Custodian of Records of Kelly Mortgage and Realty, Inc.; Process local subpoena for service via Legal Wings.	2.90 435.00
11/8/2018	NDV	Finalize and e-serve subpoena duces tecum to Kelly Mortgage and Financial Solutions & Real Estate; Finalize and file applications for issuance of subpoenas to Kelly Mortgage and Financial Solutions and Real Estate.	0.80 120.00
11/9/2018	NDV	Finalize and e-serve EDCR 2.34 letter to opposing counsel	0.40 60.00
11/9/2018	DJB	Prepare 2.34 letter re: discovery responses; send to Ms. Vazquez for emailing/service.	2.20 869.00
11/13/2018	NDV	Finalize, serve, and email supplemental EDCR 2.34 letter to opposing counsel; Finalize and file commission to take deposition outside the state of Nevada.	0.50 75.00
11/14/2018	DJB	Confer with opposing counsel re: discovery disputes, 2.34 for the written discovery responses, and upcoming deposition of Plaintiff.	0.50 197.50
11/16/2018	DJB	Go through docs in the file and work on outline for the deposition of Plaintiff; confer with co-counsel on the same.	1.50 592.50
11/16/2018	DJB	Confer with co-counsel re: new information on Plaintiff's activities.	0.20 79.00
11/16/2018	DJB	Confer with Ms. Vazquez and opposing counsel re: deposition of Plaintiff.	0.20 79.00
11/19/2018	NDV	Process pick-up from LVMPD for responsive subpoena documents via Legal Wings.	0.40 60.00
11/19/2018	DJB	Finish working on outline for the deposition of Plaintiff and confer with co-counsel on the same.	1.00 395.00

		<u>Hours</u>	<u>Amount</u>
11/19/2018	DJB Appear for the deposition of Plaintiff; take adequate notes on the responses and help with exhibits; confer with Ms. Pereyra re: upcoming strategy and motions.	3.00	1,185.00
11/20/2018	DJB Confer with co-counsel re: case strategy.	0.20	79.00
11/22/2018	NDV Finalize and file commission to take deposition outside the state of Nevada.	0.20	30.00
11/28/2018	NDV Finalize and mail check to photo lab for LVMPD.	0.20	30.00
11/28/2018	NDV Communicate with Legal Wings regarding local subpoenas that were served; Communicate with co-counsel regarding the same; Draft CORs for entities.	0.60	90.00
11/29/2018	NDV Communicate with co-counsel regarding status of responsive subpoena documents; Communicate with CLSS Online regarding status of California status; Confer with Mrs. Barraza regarding case.	0.50	75.00
11/30/2018	NDV Communicate with California contact for regarding service of COR of Financial Solutions and Real Estate Network Group; Process for service via Legal Wings as Nevada entity as agreed to accept service.	0.60	90.00
12/4/2018	NDV Draft subpoena duces tecum to COR of Valuation Consultants; Finalize and e-serve; Process rush via Legal Wings for service; Upload LVMPD responsive subpoena documents to file and send copy to co-counsel.	1.10	165.00
12/4/2018	DJB Review subpoena duces tecum to Keith Harper and correspondence on the same.	0.30	118.50
12/4/2018	DJB Confer with co-counsel on strategy for upcoming motions.	0.20	79.00
12/5/2018	NDV Review file; Draft first supplement to initial disclosures.	1.20	180.00
12/5/2018	DJB Work on the motion to compel discovery, including interrogatories and RFPs; add introduction, history, and legal argument portions.	3.00	1,185.00
12/5/2018	DJB Confer with co-counsel re: supplemental disclosures.	0.20	79.00
12/5/2018	DJB Review Keith Harper check and prepare affidavit of Keith Harper; send to co-counsel for review.	0.50	197.50
12/6/2018	CMJ Download and save recorded documents; email correspondence with Ms. Barraza regarding same.	0.30	45.00
12/6/2018	DJB Prepare the motion to disqualify Plaintiff's counsel; add the factual and procedural history and legal argument; incorporate findings from Westlaw research; edit/revise the motion and the motion to compel; send to co-counsel for review.	3.60	1,422.00

		<u>Hours</u>	<u>Amount</u>
12/6/2018	DJB	Prepare motion for summary judgment; incorporate factual and procedural history; incorporate legal analysis and case law from Westlaw on the issues; add exhibits; edit/revise; send to co-counsel for review.	3.60 1,422.00
12/7/2018	DJB	Work on the motion for leave to amend Answer to add counterclaims; incorporate the proposed new counterclaims; conduct Westlaw research on elder abuse laws; confer with co-counsel on the named third-party defendants.	3.80 1,501.00
12/7/2018	DJB	Review responsive documents to subpoenas and confer with co-counsel on the same.	0.60 237.00
12/7/2018	DJB	Review research docs on Veda Williams for purposes of motions.	0.30 118.50
12/7/2018	DJB	Confer with co-counsel re: Ticor Title Affidavit and edits to the motions; review co-counsel's signed affidavit for the motion to compel and make further edits/revisions to the motions.	1.00 395.00
12/9/2018	DJB	Make edits and revisions and additions to the MSJ; motion to compel; motion for leave to submit amended answer with counterclaims; and motion to disqualify counsel; send to co-counsel for her review/input.	2.20 869.00
12/10/2018	NDV	Finalize exhibits and motion to compel on an OST; Process for rush hand delivery to Discovery Commissioner; Continue draft of first supplement, finalize, and e-serve; Finalize exhibits and motion for leave and file; Finalize exhibits and file motion to disqualify plaintiff's counsel; Finalize exhibits and file motion for summary judgment.	1.60 240.00
12/10/2018	DJB	Work with co-counsel on the motion for summary judgment; motion to compel; motion for leave to amend answer and add counterclaims; and motion to disqualify counsel; edit/revise the supplemental docs; confer with Ms. Vazquez on the same; confer with co-counsel on discovery commissioner rejecting the motion to compel.	2.60 1,027.00
12/11/2018	DJB	Send motion to compel to arbitrator for review.	0.10 39.50
12/11/2018	DJB	Review 2018.12.11 Letter from Adriana Pereyra, Esq. to Arbitration Requesting Continuance.	0.10 39.50
12/12/2018	DJB	Review arbitrator's decision on the motion to compel; confer with co-counsel on the matter and on letter requesting that the arbitration date and brief deadlines be moved.	0.60 237.00
12/13/2018	DJB	Confer with co-counsel re: Joyce Mack and confer on case strategy going forward.	0.30 118.50

			<u>Hours</u>	<u>Amount</u>
12/19/2018	DJB	Review Ticor affidavit; confer with co-counsel on the same and on case strategy.	0.50	197.50
12/28/2018	NDV	Draft second supplement.	0.50	75.00
12/28/2018	DJB	Review Plaintiff's oppositions to pending motions; confer with co-counsel on strategy for Reply and on new disclosures; review Keith Harper docs and latest disclosure doc; approve for service..	0.80	316.00
1/2/2019	DJB	Review additional client docs and confer with Ms. Pereyra re: disclosure status.	0.30	118.50
1/7/2019	DJB	Work on the reply in support of the motion to disqualify counsel for Plaintiff; conduct research on the case law cited in the opposition brief and contrast to this case; conduct additional research on the relevant RPC at issue.	2.60	1,027.00
1/8/2019	DJB	Prepare reply in support of motion for leave to amend Answer; send to Ms. Pereyra for review.	2.50	987.50
1/8/2019	DJB	Teleconference with Ms. Pereyra re: case strategy for upcoming motions and arbitration.	0.60	237.00
1/8/2019	DJB	Make edits/revisions to the reply in support of motion to disqualify Plaintiff's counsel and send to Ms. Pereyra for review.	0.20	79.00
1/8/2019	DJB	Prepare the reply in support of the motion for summary judgment; conduct Westlaw research on the lack of any points and authorities; incorporate testimony from Plaintiff's deposition; edit/revise; send to Ms. Pereyra for review.	2.60	1,027.00
1/9/2019	DJB	Review additional docs obtained from witnesses including Joyce Mack affidavit and confer with Ms. Pereyra re: disclosing the docs.	0.50	197.50
1/9/2019	DJB	Confer with Ms. Pereyra re: edits and revisions to the reply briefs; incorporate pertinent edits; send back to Ms. Pereyra for review/approval.	0.80	316.00
1/10/2019	NDV	Draft, review to locate and redact personal information regarding Stacey Brown, finalize, and serve 3rd supplement; Finalize and file three replies to motion to amend, MSJ, and motion to disqualify plaintiff's counsel.	0.90	135.00
1/10/2019	DJB	Confer with Ms. Pereyra on additional edits to the reply briefs; incorporate changes; send briefs to Ms. Vazquez for filing.	1.00	395.00
1/14/2019	DJB	Confer with Ms. Pereyra re: arbitration brief deadline.	0.20	79.00

			<u>Hours</u>	<u>Amount</u>
1/15/2019	NDV	Prepare two tabbed binders for Mrs. Barraza and Ms. Pereyra for hearings on motions scheduled on 1/17/19.	1.40	210.00
1/15/2019	DJB	Confer with Ms. Vazquez re: binders for the motion hearings; start tabbing binders at relevant deposition testimony.	0.80	316.00
1/16/2019	DJB	Meet with Ms. Pereyra to prepare for motion hearings; go through briefs and work on outline for arguments.	1.80	711.00
1/16/2019	DJB	Review supplemental filing by opposing counsel and confer with Ms. Pereyra on the same.	0.50	197.50
1/16/2019	DJB	Conduct research on the individual listed in Plaintiff's supplemental filing; save findings to the file.	0.60	237.00
1/17/2019	NDV	Finalize, e-serve, and email letter regarding removal of lis pendens to opposing counsel.	0.20	30.00
1/17/2019	DJB	Prepare for hearings; travel to court for hearings on MSJ; motion to amend Answer; and motion to disqualify counsel; make oral arguments at hearing; confer with co-counsel on the same; return to office.	3.20	1,264.00
1/17/2019	DJB	Prepare letter to opposing counsel re: removing the lis pendens on the property; send to Ms. Pereyra for review and Ms. Vazquez for service.	0.60	237.00
1/25/2019	DJB	Confer with opposing counsel re: recording a Release of Lien; confer with co-counsel on the same; review Release of Lien docs.	0.50	197.50
1/30/2019	DJB	Make additions to the Findings of Fact, Conclusions of Law; send to Ms. Pereyra for review; confer with Ms. Pereyra on suggested changes and strategy for motion for attorneys' fees.	1.80	711.00
1/31/2019	DJB	Make final edits/revisions to the FFCL; send to Ms. Vazquez to submit to chambers.	0.30	118.50
2/1/2019	NDV	Finalize findings of fact, conclusions of law, and order; Process via Legal Wings for submission to chambers for execution.	0.20	30.00
2/11/2019	NDV	Finalize and file findings of fact, conclusions of law, and order; Draft, finalize, and file notice of entry of order.	0.60	90.00
2/11/2019	CMJ	Prepare pre-judgment interest worksheet; email correspondence with Ms. Barraza regarding deadline to file verified memorandum of costs and payment to arbitrator for final bill.	0.40	60.00
2/11/2019	DJB	Confer with co-counsel re: Memorandum of Costs and motion for attorneys' fees.	0.20	79.00

			<u>Hours</u>	<u>Amount</u>
2/12/2019	RMM	Review client file and determine the status of the case.	0.10	15.00
2/13/2019	CMJ	Gather supporting documentation for verified memorandum of costs and disbursements.	0.70	105.00
2/15/2019	CMJ	Email correspondence with co-counsel regarding invoices for verified memorandum of costs.	0.10	15.00
2/19/2019	CMJ	Finalize, file and serve verified memorandum of costs and disbursements.	0.40	60.00
2/19/2019	DJB	Review correspondence from co-counsel re: additional costs; confer with Ms. Johnson re: finalizing and filing Memorandum of Costs.	0.30	118.50
4/5/2019	DJB	Confer with Mr. Gutierrez re: strategy for demand letter to Dan Winder.	0.30	118.50
4/5/2019	DJB	Conduct initial research on anti-SLAPP law and litigation privilege for future litigation against Dan Winder.	0.60	237.00
4/17/2019	DJB	Prepare demand letter to Dan Winder; incorporate details from the underlying case file; conduct Westlaw research on anti SLAPP laws and litigation privilege; incorporate section on damages; make edits/revisions; send to Mr. Gutierrez and Ms. Pereyra for review.	4.60	1,817.00
4/17/2019	DJB	Confer with Ms. Pereyra re: edits to the demand letter to Dan Winder.	0.60	237.00
4/18/2019	NDV	Finalize, mail, and email demand letter to opposing counsel.	0.60	90.00
4/18/2019	DJB	Work with Ms. Pereyra on edits to the demand letter to Dan Winder; edit/revise; send to Ms. Vazquez to circulate to Dan Winder.	1.60	632.00
5/1/2019	DJB	Review correspondence from Dan Winder re: demand letter; circulate to co-counsel; conduct research on the same and discuss strategy going forward.	0.60	237.00
6/4/2019	DJB	Conference with clients re: litigation; discuss additional details for the Complaint with co-counsel.	0.80	316.00
7/3/2019	DJB	Revise Complaint and circulate to co-counsel for input.	0.80	316.00
9/30/2019	DJB	Meet with client and go over Engagement Agreement.	0.50	197.50
11/4/2019	DJB	Work with Ms. Pereyra on edits/revisions to the Atkinsons Complaint.	1.50	592.50
11/5/2019	NDV	Draft civil cover sheet, IAFD, and four summons to defendants; Finalize and file all with complaint.	1.10	165.00

		<u>Hours</u>	<u>Amount</u>
11/6/2019	NDV Confer with Ms. Barraza regarding service to defendants;	0.20	30.00
11/7/2019	NDV Process summons and complaint for service to defendants Dan Winder and The Law Office Dan M. Winder.	0.40	60.00
11/12/2019	DJB Confer with Ms. Pereyra re: contact info for Charles Brown and Stacy Brown for purposes of service of the Complaint; review docs in the file and relay info to Ms. Vazquez.	0.50	197.50
11/15/2019	NDV Finalize and file summons issued to defendant Dan Winder Law Office; Communicate with Ms. Barraza regarding skip trace for defendants Charles Brown and Stacy Brown; Communicate with Legal Wings regarding status of proof of service to Dan Winder, individually; Finalize and file summons issued to Dan Winder, individually.	0.80	120.00
11/20/2019	NDV Process summons and complaint for service to Stacy Brown.	0.30	45.00
11/20/2019	DJB Go through docs and confer with Ms. Vazquez re: service of process for Stacy Brown.	0.30	118.50
11/26/2019	DJB Confer with opposing counsel re: deadline to file response to Complaint.	0.10	39.50
12/5/2019	NDV Communicate with Fronterhouse to forward Stacy Brown's information to perform locate for service of complaint and summons; Forward the same with cost estimate to Mr. Maier and Mr. Gutierrez for processing.	0.40	60.00
12/5/2019	DJB Review Winder Defendants' Motion to Dismiss for Failure to State a Claim and prepare initial outline for opposition.	0.50	197.50
12/5/2019	DJB Review correspondence re: locating Stacy Brown for service.	0.10	39.50
12/6/2019	NDV Communicate with Fronterhouse regarding locate on Stacy Brown; Communicate with Legal Wings to attempt service at new address located for Stacy Brown.	0.30	45.00
12/18/2019	DJB Prepare the opposition to Winder's motion to dismiss; conduct Westlaw research on claim/issue preclusion; incorporate findings into the brief; send to Ms. Pereyra for review/approval; organize exhibits; make edits/revisions; file document.	5.50	2,172.50
12/19/2019	NDV Prepare tabbed courtesy copy of plaintiffs' opposition and submit to chambers via Legal Wings.	0.40	60.00
12/26/2019	DJB Confer with Mr. Gutierrez and Ms. Vazquez re: status of serving Charles and Stacy Brown.	0.20	79.00
12/27/2019	NDV Process summons and complaint for service to address Fronterhouse located; Save report to file.	0.30	45.00

		<u>Hours</u>	<u>Amount</u>
1/6/2020	BML Review email from Ms. Barraza requesting to contact Dept. 26 to move hearing on defendant's motion to dismiss; Contact Dept. 26 regarding moving hearing on defendant's motion to dismiss.	0.10	15.00
1/7/2020	BML Follow up call with dept. 26 regarding moving hearing on defendant's motion to dismiss; Communication with Ms. Barraza confirming to prepare stipulation and order.	0.10	15.00
1/8/2020	NDV Draft SAO to continue motion to dismiss.	0.50	75.00
1/8/2020	DJB Prepare and circulate SAO to continue motion to dismiss hearing to opposing counsel.	0.30	118.50
1/10/2020	NDV Confer with Mrs. Barraza regarding process service issues with defendants Stacy Brown and Charles Brown; Communicate with Legal Wings with further instructions to attempt service and forward photographs of Charles Brown.	0.60	90.00
1/10/2020	DJB Confer with Ms. Vazquez and process server re: service for Stacy and Charles Brown.	0.30	118.50
1/10/2020	DJB Confer with opposing counsel re: SAO on motion to dismiss hearing.	0.10	39.50
1/13/2020	NDV Confer with chambers to confirm they received our SAO to continue motion to dismiss hearing; Communicate with Legal Wings to confirm we will receive the SAO today for filing; File SAO; Draft notice of entry of SAO; File.	0.70	105.00
2/5/2020	NDV Prepare index and tabbed binder for Winder's motion to dismiss.	0.60	90.00
2/6/2020	NDV Revise index for defendants' motion to dismiss binder and prepare reply copy for binder.	0.40	60.00
2/6/2020	DJB Review/analyze Winder Defendants' Reply Re Motion to Dismiss for Failure to State a Claim in preparation of drafting outline for hearing; work on outline.	0.50	197.50
2/10/2020	JAG Prepare for hearing on motion to dismiss; draft outline of argument; review pleadings.	2.50	1,237.50
2/10/2020	DJB Work on outline for hearing on motion to dismiss; save to file.	0.50	197.50
2/11/2020	NDV Draft order denying defendants' motion to dismiss; Communicate with opposing counsel to forward the order.	0.60	90.00
2/11/2020	JAG Prepare for and attend hearing on motion to dismiss; revise order on ruling and discuss discovery and next steps in case plan.	3.80	1,881.00

		<u>Hours</u>	<u>Amount</u>
2/11/2020	DJB Confer with co-counsel re: hearing on motion to dismiss.	0.20	79.00
2/12/2020	DJB Edit/revise the Order denying motion to dismiss and re-circulate to opposing counsel.	0.20	79.00
2/12/2020	DJB Confer with co-counsel re: case strategy.	0.20	79.00
2/21/2020	NDV Confer with Ms. Barraza regarding attempted service to defendants for motion to enlarge.	0.30	45.00
2/21/2020	NDV Finalize exhibits; File ex parte application for enlargement of time to serve defendants; Prepare courtesy copy; Finalize order granting application and submit to chambers via Legal Wings.	0.70	105.00
2/21/2020	DJB Prepare ex parte motion to enlarge the time to serve the Browns and to serve via publication; edit/revise; confer with Ms. Vazquez on the same and send to Ms. Vazquez for filing.	2.50	987.50
2/27/2020	NDV Scan and save two executed orders received from chambers; File both; Draft notice of entry of orders for both.	0.60	90.00
2/28/2020	NDV Prepare four copies of summons and complaint to each defendant; Mail each summons and complaint via certified mail; Scan/save; Finalize and file notice of entry of order for ex parte application of enlargement of time and notice of entry of denying defendants' motion to dismiss; Process summons and complaint for publication in the Nevada Legal News.	1.40	210.00
3/2/2020	NDV Communicate with Nevada Legal News regarding invoice with incorrect weeks for publication and duplicate proof of invoice; Save NV Legal News ad to file for both defendants; Process invoices for payment to NV Legal News; Save invoices to file.	0.60	90.00
3/20/2020	DJB Review Answer; confer with Ms. Vazquez re: noticing the ECC and starting written discovery; go through docs and work on initial written discovery topics.	0.80	316.00
3/23/2020	NDV Draft and file notice of ECC; Calendar; Draft interrogatory, request for admissions, and request for production of documents templates to defendants Dan Winder and Law Office of Dan Winder.	1.60	240.00
4/3/2020	NDV Review file; Communicate with Ms. Barraza regarding plaintiffs' initial disclosure; Draft initial disclosure; Draft seven day defaults to both defendants; Revise both seven day defaults with Mrs. Barraza's revisions.	2.10	315.00

		<u>Hours</u>	<u>Amount</u>
4/6/2020	NDV Finalize seven-day notices of intent to take default; Prepare copies; Mail certified mail and regular U.S. mail to defendants, individually, Stacy Brown and Charles Brown to each last known addresses; Scan/save envelopes; File with each seven-day notice.	0.90	135.00
4/9/2020	NDV Draft JCCR; Scan/save 3 executed return receipts from 7 day defaults to defendants, Stacy and Charles Brown.	0.80	120.00
4/17/2020	NDV Revise initial disclosure; Continue draft of JCCR with intial disclosure additions; Communicate with Ms. Barraza regarding the same.	0.80	120.00
4/20/2020	NDV Finalize and e-serve initial disclosure.	0.30	45.00
PROFESSIONAL SERVICES RENDERED:		130.50	\$42,671.00

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joseph A. Gutierrez	8.50	495.00	\$4,207.50
Danielle J. Barraza	82.30	395.00	\$32,508.50
Rex M. Martinez	0.10	150.00	\$15.00
Brandon M. Lopipero	0.20	150.00	\$30.00
Charity M. Johnson	2.30	150.00	\$345.00
Natalie D. Vazquez	37.10	150.00	\$5,565.00

CLIENT COSTS ADVANCED

6/30/2018	Court Fees	253.00
6/30/2018	Court Fees	11.09
7/31/2018	Copies/Prints	1.05
7/31/2018	Color Copies/Prints	N/C
7/31/2018	Facsimile	N/C
8/31/2018	Copies/Prints	N/C
8/31/2018	Color Copies/Prints	0.65
8/31/2018	Facsimile	N/C
10/31/2018	Postage	0.47
10/31/2018	Copies/Prints	1.05
10/31/2018	Color Copies/Prints	N/C
10/31/2018	Facsimile	N/C
11/24/2018	Medical Records	12.00
	201377/Atkinson, Mr. LaVelle P. /Event No. 180721-1610	
	Check # 22028	
11/30/2018	Delivery Services/Courier - Standard	10.00
11/30/2018	Delivery Services/Courier - Standard	10.00

Client No.: 2169 Mr. Lavelle P. Atkinson
Matter No.: 201377 Atkinson adv. Brown
Invoice No.: 21321 For Services Rendered Through: April 23, 2020

Page No.12

	<u>Amount</u>
11/30/2018 Delivery Services/Courier - Standard	10.00
11/30/2018 Subpoena/Process Fees	79.38
11/30/2018 Subpoena/Process Fees	96.52
11/30/2018 Postage	0.89
11/30/2018 Postage	0.47
11/30/2018 Court Fees	3.50
11/30/2018 Copies/Prints	20.30
11/30/2018 Copies/Prints	61.95
11/30/2018 Color Copies/Prints	N/C
11/30/2018 Color Copies/Prints	19.50
11/30/2018 Facsimile	N/C
11/30/2018 Facsimile	N/C
12/11/2018 Deposition/Court Transcripts 201377/Atkinson, Mr. LaVelle P. /Invoice #37705 Check # 22058	725.10
12/11/2018 Deposition/Court Transcripts 201377/Atkinson, Mr. LaVelle P. /Invoice #76082 Check # 22059	500.00
12/26/2018 Deposition/Court Transcripts 201377/Atkinson, Mr. LaVelle P. /Invoice #76083 Check # 22125	245.18
12/31/2018 Recorded Document Search Fee	7.44
12/31/2018 Recorded Document Search Fee	7.44
12/31/2018 Recorded Document Search Fee	7.44
12/31/2018 Recorded Document Search Fee	7.44
12/31/2018 Recorded Document Search Fee	7.44
12/31/2018 Recorded Document Search Fee	7.44
12/31/2018 Delivery Services/Courier - Special	72.62
12/31/2018 Subpoena/Process Fees	79.00
12/31/2018 Subpoena/Process Fees	70.00
12/31/2018 Court Fees	3.50
12/31/2018 Court Fees	3.50
12/31/2018 Court Fees	200.00
12/31/2018 Court Fees	9.50
12/31/2018 Copies/Prints	44.10
12/31/2018 Copies/Prints	17.85
12/31/2018 Color Copies/Prints	N/C
12/31/2018 Color Copies/Prints	N/C
12/31/2018 Facsimile	N/C
12/31/2018 Facsimile	N/C
1/9/2019 Deposition/Court Transcripts 201377/Atkinson, Mr. LaVelle P. /Invoice #76085 Check # 22171	204.50
1/9/2019 Deposition/Court Transcripts 201377/Atkinson, Mr. LaVelle P. /Invoice #76084 Check # 22172	575.00

Client No.: 2169 Mr. Lavelle P. Atkinson
 Matter No.: 201377 Atkinson adv. Brown
 Invoice No.: 21321 For Services Rendered Through: April 23, 2020

	<u>Amount</u>
1/31/2019 Court Fees	3.50
1/31/2019 Court Fees	3.50
1/31/2019 Court Fees	3.50
1/31/2019 Copies/Prints	15.05
1/31/2019 Copies/Prints	279.30
1/31/2019 Color Copies/Prints	N/C
1/31/2019 Color Copies/Prints	N/C
1/31/2019 Facsimile	N/C
1/31/2019 Facsimile	N/C
2/12/2019 Arbitrators/Mediators 201377/Atkinson, Mr. LaVelle P. /A-18-774764-C Check # 22321	151.75
2/28/2019 Delivery Services/Courier - Standard	10.00
2/28/2019 Court Fees	3.50
2/28/2019 Court Fees	3.50
2/28/2019 Court Fees	3.50
2/28/2019 Copies/Prints	9.45
2/28/2019 Color Copies/Prints	N/C
2/28/2019 Facsimile	N/C
4/30/2019 Postage	1.45
4/30/2019 Copies/Prints	4.55
4/30/2019 Color Copies/Prints	N/C
4/30/2019 Facsimile	N/C
9/30/2019 Copies/Prints	1.75
9/30/2019 Color Copies/Prints	N/C
9/30/2019 Facsimile	N/C
11/30/2019 Subpoena/Process Fees	45.00
11/30/2019 Subpoena/Process Fees	49.00
11/30/2019 Court Fees	270.00
11/30/2019 Court Fees	11.60
11/30/2019 Court Fees	3.50
11/30/2019 Court Fees	3.50
11/30/2019 Copies/Prints	0.70
11/30/2019 Color Copies/Prints	N/C
11/30/2019 Facsimile	N/C
12/26/2019 Private investigators 201377/Atkinson, Mr. Lavelle P. /Invoice #19-0187 Check # 23573	187.50
12/31/2019 Delivery Services/Courier - Standard	10.00
12/31/2019 Court Fees	3.50
12/31/2019 Copies/Prints	24.50
12/31/2019 Color Copies/Prints	N/C
12/31/2019 Facsimile	N/C
1/7/2020 Private investigators 201377/Atkinson, Mr. Lavelle P. /Invoice #19-0200 Check # 23637	174.00
1/31/2020 Delivery Services/Courier - Special	72.00
1/31/2020 Subpoena/Process Fees	118.00

	<u>Amount</u>
1/31/2020 Subpoena/Process Fees	113.00
1/31/2020 Court Fees	3.50
1/31/2020 Court Fees	3.50
1/31/2020 Court Fees	3.50
1/31/2020 Copies/Prints	29.75
1/31/2020 Copies/Prints	27.65
1/31/2020 Color Copies/Prints	0.65
1/31/2020 Color Copies/Prints	N/C
1/31/2020 Facsimile	N/C
1/31/2020 Facsimile	N/C
2/11/2020 Local travel	23.00
LAZ Parking	
2/29/2020 Subpoena/Process Fees	300.00
201377/Atkinson, Mr. Lavelle P. /Invoice #300514062 & 300514063	
Check # 23812	
2/29/2020 Delivery Services/Courier - Standard	10.00
2/29/2020 Delivery Services/Courier - Standard	10.00
2/29/2020 Postage	14.70
2/29/2020 Postage	14.40
2/29/2020 Court Fees	3.50
2/29/2020 Copies/Prints	10.50
2/29/2020 Color Copies/Prints	N/C
2/29/2020 Facsimile	N/C
3/31/2020 Copies/Prints	26.25
3/31/2020 Color Copies/Prints	N/C
3/31/2020 Facsimile	N/C
3/31/2020 Court Fees	3.50
3/31/2020 Court Fees	3.50
3/31/2020 Court Fees	3.50
CLIENT COSTS ADVANCED:	\$5,468.31

TOTAL AMOUNT OF THIS INVOICE: **\$48,139.31**

TOTAL BALANCE DUE: **\$48,139.31**

All invoices are due and payable upon receipt. Prompt payment is appreciated.
 Past-due invoices will incur late fees at the rate of two percent (2%) per month.
 Credit card and electronic check payments accepted online at invoice.mgalaw.com.

September 16, 2020

Mr. Lavelle P. Atkinson

Client No.: 2169 Mr. Lavelle P. Atkinson
 Matter No.: 201377 Atkinson adv. Brown
 Invoice No.: 21890 For Services Rendered Through: September 16, 2020

PROFESSIONAL SERVICES

		Hours	Amount
4/23/2020 DJB	Review meet and confer letter from opposing counsel; confer with co-counsel on strategy for response; confer with Ms. Johnson re: pulling the MGA billing records.	0.60	237.00
4/24/2020 DJB	Review JCCR additions from opposing counsel; confer with co-counsel re: the JCCR additions from opposing counsel and case strategy moving forward.	0.50	197.50
4/28/2020 NDV	Redact MGA and Intergrity attorney fees and costs; Draft first supplement; Review memorandum of costs; Communicate with DJB regarding invoices to disclose from prior case and current case	2.30	345.00
4/28/2020 DJB	Review all billing invoices; make notations for redactions for purposes of disclosures; send to Ms. Vazquez; confer with co-counsel and Ms. Vazquez on the same.	1.60	632.00
4/28/2020 DJB	Go through client docs; confer with Ms. Vazquez re: additional disclosures; review disclosure docs and work on letter to opposing counsel re: meet and confer.	1.60	632.00
4/29/2020 NDV	Continue draft of first supplement with new documents from Ms. Barraza; Finalize and e-serve; Finalize and e-serve letter to opposing counsel; Finalize and e-serve revised letter to opposing counsel.	0.90	135.00
4/29/2020 DJB	Make additions to the 1st supplement to initial disclosures; include additional details for each witness; go through additional docs; confer with Ms. Johnson and co-counsel re: disclosing the lis pendens and release from lis pendens; confer with Ms. Vazquez on the same; add additional info re: computation of damages section of disclosures.	1.60	632.00

		<u>Hours</u>	<u>Amount</u>
4/29/2020	DJB Prepare letter to opposing counsel re: meet and confer request and initial disclosures; prepare correspondence to opposing counsel re: JCCR; circulate to co-counsel; send letter to Ms. Vazquez for service and send email.	1.50	592.50
4/30/2020	DJB Confer with co-counsel re: case strategy [REDACTED] [REDACTED]	0.30	118.50
5/6/2020	DJB Follow up with opposing counsel re: JCCR.	0.10	39.50
5/7/2020	NDV Finalize and file JCCR.	0.20	30.00
5/7/2020	DJB Confer with opposing counsel re: JCCR; make further edits; send finalized version to Ms. Vazquez after getting approval from opposing counsel.	0.50	197.50
5/7/2020	DJB Confer with co-counsel re: case strategy.	0.50	197.50
5/14/2020	NDV Draft and file IAFD.	0.30	45.00
5/19/2020	DJB Prepare settlement demand letter; circulate to co-counsel for review.	0.80	316.00
5/20/2020	DJB Review correspondence from Mr. Gutierrez re: case strategy for the settlement letter.	0.10	39.50
5/22/2020	DJB Correspond with co-counsel re: case strategy for settlement offer letter.	0.50	197.50
5/27/2020	NDV Draft notice of compliance; Mail four copies of mandatory rule 16 conference order to defendant Browns last known four addresses certified mail/return receipt; E-serve propounded discovery to all defendants and letter to Dan Winder; File notice of compliance.	1.60	240.00
5/27/2020	DJB Confer with Ms. Vazquez re: Notice of Compliance per the Mandatory Rule 16 Conference Order.	0.10	39.50
5/27/2020	DJB Make substantive edits/revisions/additions to the written discovery requests and to the settlement offer letter; send to Ms. Vazquez for e-service.	1.30	513.50
6/10/2020	DJB Appear for mandatory discovery conference; make representations to the court; confer with co-counsel on the same and on strategy going forward.	1.60	632.00
6/12/2020	DJB Call opposing counsel back and leave message with his office; confer with co-counsel on the same.	0.20	79.00
6/15/2020	DJB Call opposing counsel back and leave follow-up email.	0.20	79.00

			<u>Hours</u>	<u>Amount</u>
6/16/2020	DJB	Conduct research on defendant's prior disciplinary history; organize and prepare for next disclosure.	1.50	592.50
6/26/2020	DJB	Confer with opposing counsel re: written discovery requests and 16.1 disclosures.	0.30	118.50
7/13/2020	DJB	Prepare EDCR 2.34 letter to opposing counsel re: discovery issues; send to co-counsel for review.	0.80	316.00
7/13/2020	DJB	Review/analyze Defendant Winder's Response to Plaintiff Lavelle P. Atkinson's First Requests for Admission and Defendant Law Office's First Response to Plaintiff Lavelle P. Atkinson's First Set of Requests for Admission.	0.60	237.00
7/15/2020	NDV	Review file; Draft defaults against defendants, Charles Brown and Stacy Brown; Draft notice of entry of defaults for each; Finalize and file both defaults; Draft application for entry of defaults against both defendants.	1.20	180.00
7/15/2020	DJB	Edit/revise defaults; send to Ms. Vazquez for filing.	0.20	79.00
7/16/2020	NDV	Continue draft of two notice of entry of defaults against defendants; Prepare certified mail copies for each defendant; Scan/save certified mail envelopes; Finalize and file two notice of entry of defaults.	0.90	135.00
7/22/2020	NDV	Scan/save green return receipts for notice of entry of defaults for both defendants, Stacy and Charles Brown.	0.20	30.00
7/23/2020	NDV	Review discovery responses from defendant; Communicate with Ms. Barraza regarding late ROG and RFP responses from defendants Winder and Winder Law Office; Finalize and e-serve EDCR 2.34 letter to counsel; Calendar response deadline.	0.40	60.00
7/23/2020	DJB	Edit/revise 2.34 letter; send to Ms. Vazquez for service.	0.30	118.50
7/27/2020	DJB	Review Winder Defendants' responses to written discovery requests and written disclosures; confer with co-counsel on the same.	0.60	237.00
7/28/2020	NDV	Finalize and file objection to defendants' first disclosure.	0.20	30.00
7/28/2020	DJB	Prepare objection to Winder Defendnats' initial disclosures; send to Ms. Vazquez for service.	0.70	276.50
7/31/2020	NDV	Communicate with DJB regarding documents to disclose for second supplement; Draft second supplement; Draft second supplement;	0.60	90.00
8/4/2020	NDV	Communicate with DJB regarding second supplement finalization.	0.10	15.00

		<u>Hours</u>	<u>Amount</u>
8/5/2020	DJB Review Defendant D. Winder's Requests to Produce to Plaintiff Lavelle P. Atkinson; confer with co-counsel on the same.	0.20	79.00
8/6/2020	NDV Scan/save certified mail return receipt to notice of entry of default to Stacy Brown.	0.20	30.00
8/10/2020	NDV Communicate with DJB regarding second supplement and first set of request for production of documents propounded to our office; Draft responses to defendant Winder's first set of requests for production of documents.	0.90	135.00
8/21/2020	DJB Work on initial draft of meet and confer letter re: deficient discovery responses.	1.20	474.00
8/26/2020	NDV Format and e-serve EDCR 2.34 letter to counsel; Calendar EDCR 2.34 conference.	0.30	45.00
8/26/2020	DJB Prepare meet and confer letter re: written discovery requests; send to Ms. Vazquez for service.	2.60	1,027.00
8/27/2020	NDV Re-calendar EDCR 2.34 telephonic conference.	0.10	15.00
8/27/2020	DJB Confer with opposing counsel re: meet and confer.	0.20	79.00
8/31/2020	DJB Review file; conduct meet and confer with opposing counsel re: written discovery requests; confer with co-counsel on the same.	1.00	395.00
PROFESSIONAL SERVICES RENDERED:		34.20	\$10,961.00

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Danielle J. Barraza	23.80	395.00	\$9,401.00
Natalie D. Vazquez	10.40	150.00	\$1,560.00

TOTAL BALANCE DUE: \$10,961.00

All invoices are due and payable upon receipt. Prompt payment is appreciated.
 Past-due invoices will incur late fees at the rate of two percent (2%) per month.
 Credit card and electronic check payments accepted online at invoice.mgalaw.com.



8816 Spanish Ridge Avenue
Las Vegas, NV 89148
702.629.7900

March 3, 2021

Mr. Lavelle P. Atkinson

Client No.: 2169 Mr. Lavelle P. Atkinson
Matter No.: 201377 Atkinson adv. Brown
Invoice No.: 22474 For Services Rendered Through: March 3, 2021

PROFESSIONAL SERVICES

		<u>Hours</u>	<u>Amount</u>
9/2/2020	CPT	Research authority which states a party can ask forty interrogatories against each party as opposed to all parties for Ms. Barazza	0.40 60.00
9/2/2020	DJB	Review research from law clerk re: interrogatory limit issue; review case law from opposing counsel on the issue and email findings to opposing counsel as part of meet and confer process.	0.80 316.00
9/2/2020	DJB	Work on collecting additional disclosure docs.	0.50 197.50
9/3/2020	DJB	Review file; participate in additional meet and confer call with opposing counsel; email opposing counsel on the same; confer with co-counsel on the same.	0.50 197.50
9/11/2020	BML	Finalize and efile opposition to defendants motion to add affirmative defenses.	0.20 30.00
9/11/2020	DJB	Prepare opposition to motion to add affirmative defenses; edit/revise; incorporate Westlaw research on the issues; send to Mr. Lopipero for filing.	3.80 1,501.00
9/14/2020	DJB	Review written discovery responses from Winder defendants and prepare outline for motions to compel on separate discovery issues.	1.00 395.00
9/15/2020	DJB	Work on motion to compel #1 re: interrogatory limits; incorporate findings from Westlaw on the issue; send to co-counsel for review.	2.40 948.00
9/16/2020	DJB	Make edits/revisions to motion to compel #1 based on co-counsel's suggestions; prepare motion to compel #2 re: Dan Winder's deficient discovery responses; circulate to co-counsel for review.	3.30 1,303.50

			<u>Hours</u>	<u>Amount</u>
9/16/2020	DJB	Confer with Ms. Vazquez re: additional witness for next disclosure.	0.10	39.50
9/16/2020	DJB	Commence initial draft of motion to compel #3 re: Winder Law Firm's deficient discovery responses.	1.10	434.50
9/17/2020	NDV	Continue draft of second supplement; Redact MGA attorney fees and costs; Finalize and e-serve.	0.70	105.00
9/17/2020	DJB	Prepare client's responses to first set of RFPs; confer with co-counsel on the same; edit/revise; send to Ms. Johnson for service.	2.80	1,106.00
9/17/2020	DJB	Work on organizing/reviewing docs for next disclosure; send to Ms. Vazquez for finalizing.	0.50	197.50
9/17/2020	DJB	Work on motion to compel #3; circulate the motions to co-counsel for review/input.	2.60	1,027.00
9/21/2020	NDV	Finalize all exhibits to motion to compel nos. 1 - 3; Finalize all three motions; File all three motions; Save all filed motions to file.	1.20	180.00
9/21/2020	DJB	Organize and review new docs to disclose re: Weinstock disciplinary action; send to Ms. Vazquez.	1.30	513.50
9/21/2020	DJB	Edit/revise all motions to compel; organize exhibits; send to Ms. Vazquez for filing.	1.00	395.00
9/24/2020	NDV	Finalize and e-serve EDCR 2.34 letter to opposing counsel.	0.20	30.00
9/24/2020	DJB	Review reply in support of motion to add affirmative defenses; confer with co-counsel on the same and prepare letter on the same re: misrepresentations in the reply; send to Ms. Vazquez for service.	0.80	316.00
9/24/2020	DJB	Confer with opposing counsel re: motions to compel and confer with co-counsel on the same.	0.30	118.50
9/25/2020	NDV	Draft third supplement; Finalize and e-serve.	0.70	105.00
9/25/2020	DJB	Review third supplement; confer with Ms. Vazquez re: service.	0.30	118.50
9/29/2020	NDV	Draft OOJ letter to Lavelle and Sheila; Redact both OOJs; Confer with Ms. Barraza regarding the same; Finalize both letters.	0.90	135.00
9/29/2020	DJB	Prepare hearing outline for motion to add affirmative defenses; appear for hearing; make arguments; take notes on the ruling; confer with co-counsel on case strategy.	2.00	790.00
9/29/2020	DJB	Review/analyze letters to clients re: offers of judgment; send to Ms. Pereyra to go over with clients.	0.70	276.50

			<u>Hours</u>	<u>Amount</u>
9/30/2020	DJB	Confer with co-counsel re: additional damages regarding lien on Sheila Atkinson from lis pendens; review property records and lien records.	0.30	118.50
10/1/2020	DJB	Review proposed order re: motion to add affirmative defenses; make edits/revisions; send to opposing counsel for review.	0.70	276.50
10/5/2020	DJB	Confer with co-counsel re: lien history for plaintiffs regarding the lis pendens; pull relevant docs and send to Ms. Vazquez for disclosing.	0.50	197.50
10/6/2020	NDV	Finalize and file notice of non-opposition to plaintiffs' motion to compel #1-2; Draft fourth supplement, finalize and e-serve; Finalize and e-serve letter to Dan Winder, Esq.	1.00	150.00
10/6/2020	DJB	Prepare notice of non-opposition of motion to compel #2 and #3; edit/revise; send to Ms. Vazquez for filing.	0.50	197.50
10/6/2020	DJB	Prepare letter to opposing counsel re: lien issue and offer of judgment; edit/revise; send to Ms. Vazquez for service.	1.00	395.00
10/6/2020	DJB	Confer with co-counsel re: settlement position.	0.30	118.50
10/7/2020	NDV	Draft NRCP 30(b)(6) deposition notice of Law Office of Dan Winder; Draft deposition notice of Dan Winder and Arnold Weinstock.	0.80	120.00
10/8/2020	NDV	Finalize deposition notices to Weinstock, Winder, and NRCP 30(b)(6) of Dan Winder; Calendar all three depositions; Finalize and e-serve all three deposition notices; Finalize letter to defense counsel and e-serve; Communicate with Oasis to schedule depositions.	0.80	120.00
10/8/2020	DJB	Prepare deposition notices for Winder Defendants and Weinstock; incorporate topics for the deposition of the designee for the Law Firm company; prepare letter to opposing counsel in respond to letter re: OOC; confer with co-counsel on the same; edit/revise; send to Ms. Vazquez for e-service.	1.80	711.00
10/9/2020	NDV	Scan/save OoJ rejection letters from both clients.	0.20	30.00
10/9/2020	DJB	Review release of lis pendens document; confer with opposing counsel on the same; review property records on the issue.	0.50	197.50
10/14/2020	DJB	Review revised order on motion to amend affirmative defenses; confer with opposing counsel on the same.	0.30	118.50
10/19/2020	DJB	Prepare reply in support of motion to compel #1; circulate to co-counsel for review.	2.30	908.50
10/20/2020	DJB	Prepare opposition to motion to compel #2 and motion to compel #3; edit/revise; finalize and file the reply briefs.	5.00	1,975.00

		<u>Hours</u>	<u>Amount</u>
10/20/2020	DJB	Review correspondence from opposing counsel's office re: recorded release of lis pendens.	0.10 39.50
10/21/2020	DJB	Confer with opposing counsel re: settlement; relay information to co-counsel and confer on the same.	0.80 316.00
10/26/2020	DJB	Confer with opposing counsel re: potential settlement and upcoming hearing and depositions; confer with co-counsel on the same; prepare arguments for hearing on motions to compel.	1.60 632.00
10/26/2020	DJB	Conduct research re: Charles Brown's history of other similar actions.	1.30 513.50
10/27/2020	DJB	Appear for hearing on motions to compel 1-3; confer with co-counsel on the same and on strategy going forward.	2.00 790.00
11/2/2020	NDV	Communicate with Ms. Barraza regarding Arnold Weinstock's scheduled deposition tomorrow.	0.10 15.00
11/2/2020	NDV	Draft amended deposition notices for Mr. Weinstock, NRCP 30(b)(6) of Law Office of Dan Winder, and Dan Winder; E-serve all amended notices; Communicate with Oasis to reschedule all depositions.	0.80 120.00
11/2/2020	DJB	Confer with opposing counsel re: deposition scheduling; relay info to Ms. Vazquez.	0.30 118.50
11/9/2020	DJB	Prepare DCRR re: 3 motions to compel; send to opposing counsel for review.	1.50 592.50
11/10/2020	NDV	Finalize DCRR; Communicate with chambers of Discovery Commissioner to submit proposed executed DCRR; Finalize propounded discovery to Law Office of Dan Winder and Dan Winder, individually, e-serve, and calendar response deadlines for all.	1.00 150.00
11/10/2020	DJB	Prepare amended written discovery requests based on the DCRR; send to Ms. Vazquez for service.	2.50 987.50
11/10/2020	DJB	Confer with opposing counsel re: DCRR; relay info to Ms. Vazquez.	0.50 197.50
11/19/2020	NDV	Communicate with opposing counsel to confirm the deposition of Arnold Weinstock tomorrow; Communicate with Oasis to reschedule deposition to 1:30 pm tomorrow and confirm Zoom link; Draft second amended deposition notice and e-serve; Re-calendar deposition.	0.80 120.00
11/19/2020	DJB	Work on going through disclosed docs and preparing for Arnold Weinstock's deposition; confer with opposing counsel on the same.	3.20 1,264.00
11/20/2020	NDV	Communicate with Oasis to cancel deposition of Arnold Weinstock today; Draft third amended deposition notice, e-serve, communicate with Oasis to reschedule; Re-calendar.	0.70 105.00

		<u>Hours</u>	<u>Amount</u>
11/20/2020	DJB	Confer with opposing counsel re: deposition scheduling; confer with co-counsel on the same.	0.20 79.00
11/23/2020	NDV	Communicate with Oasis to confirm depositions tomorrow of Winder, NRCP 30(b)(6), and Weinstock and forward Zoom link to depositions; Communicate with DJB regarding late deposition cancellation notice for Weinstock from Oasis and save invoice to file.	0.40 60.00
11/23/2020	DJB	Review case files and disclosed documents; prepare outline for deposition of Dan Winder and the Winder Law Firm; circulate to opposing counsel and confer on the same; organize exhibits.	3.40 1,343.00
11/24/2020	NDV	Communicate with opposing counsel and court reporter to forward deposition exhibits for today.	0.30 45.00
11/24/2020	DJB	Finalize and print out deposition outlines; conduct deposition of Dan Winder and Winder Law Firm; take notes on the testimony; confer with co-counsel on the same.	8.00 3,160.00
12/1/2020	NDV	Draft and e-serve fourth amended deposition notice of Arnold Weinstock; Re-calendar; Communicate with Oasis to reschedule deposition.	0.60 90.00
12/1/2020	DJB	Appear for status check re: trial readiness; confer with co-counsel on the same.	0.50 197.50
12/1/2020	DJB	Confer with opposing counsel re: rescheduling Weinstock's deposition; confer with Ms. Vazquez on the same.	0.20 79.00
12/1/2020	DJB	Confer with co-counsel re: pertinent testimony discovered from Winder's deposition and discuss case strategy.	0.50 197.50
12/2/2020	DJB	Confer with opposing counsel re: outstanding written discovery due.	0.60 237.00
12/2/2020	DJB	Confer with opposing counsel re: deposition scheduling.	0.10 39.50
12/3/2020	NDV	Communicate with court reporter to confirm deposition of Mr. Weinstock tomorrow and communicate with Mr. Weinstock to forward Zoom link.	0.30 45.00
12/4/2020	DJB	Prepare outline for deposition of Arnold Weinstock; meet with co-counsel and discuss deposition strategy; conduct deposition; confer with co-counsel re: deposition.	3.60 1,422.00
12/15/2020	NDV	Download/save deposition exhibits and transcripts of Dan Winder to file.	0.20 30.00
12/15/2020	DJB	Confer with opposing counsel re: outstanding written discovery requests.	0.20 79.00

		<u>Hours</u>	<u>Amount</u>
12/15/2020	DJB Confer with co-counsel re: case status.	0.10	39.50
12/22/2020	NDV Download and save deposition transcript and exhibits to file.	0.20	30.00
12/29/2020	NDV Draft notice of entry of DCRR, finalize, and file.	0.50	75.00
1/12/2021	NDV Draft subpoena to Edmund Daire; Communicate with court reporter to locate deposition location in Beverly Hills, California;	1.10	165.00
1/13/2021	NDV Communicate with Oasis to confirm Beverly Hills deposition location for Edmund Daire; Continue draft of subpoena to Edmund Daire; Draft notice of taking deposition of Edmund Daire and calendar; Finalize and e-serve subpoena and notice; Process subpoena for service to Edmund Daire.	1.10	165.00
1/19/2021	NDV Communicate with Legal Wings to provide additional address for Edmund Daire and phone number.	0.20	30.00
1/25/2021	NDV Communicate with process server regarding failed attempts at addresses for Edmund Daire for service of the subpoena - civil; Locate California DL and passport for Edmund Daire to forward to process server for locate; Communicate the same to DJB.	0.60	90.00
1/25/2021	DJB Review file; confer with paralegal re: locating witness Edmund Daire.	0.30	118.50
2/8/2021	NDV Communicate with Legal Wings to discuss locate of Edmund Daire and process of service; Communicate with DJB regarding issuance of a new SDT with a new date/time for service of the new addresses.	0.60	90.00
2/9/2021	NDV Draft second subpoena civil to Edmund Daire; Communicate with Oasis to locate a deposition location in Dayton, Ohio 45414; Draft amended deposition notice for Edmund Daire, finalize, and e-serve with subpoena; Communicate with Legal Wings to process for service in Dayton, Ohio.	1.30	195.00
2/17/2021	NDV Communicate with Fronterhouse regarding another locate for Charles Brown and request cost estimate;	0.20	30.00
2/18/2021	NDV Communicate with Paul Fronterhouse to follow-up on cost estimate for Charles Brown.	0.40	60.00
2/19/2021	DJB Prepare meet and confer letter to opposing counsel re: Winder Defendants' deficient written discovery responses; send to Ms. Vazquez for service.	1.00	395.00
2/23/2021	NDV Communicate with Legal Wings regarding service of subpoena to Edmund Daire and additional addresses to attempt service; Confer with DJB regarding service, new subpoena; Draft third subpoena to Edmund Daire; Draft second amended deposition notice of Edmund	1.10	165.00

			<u>Hours</u>	<u>Amount</u>
	Daire; Communicate with Oasis to locate a deposition location in Los Angeles, California;			
2/23/2021	DJB Confer with co-counsel re: depositions that were not properly noticed by Winder Defendants and discuss strategy for response letter.		0.30	118.50
2/23/2021	DJB Confer with Ms. Vazquez re: status of service of subpoena upon Edmund Daire.		0.20	79.00
2/24/2021	NDV Finalize letter to Dan Winder, fax, e-serve, and save to file.		0.30	45.00
2/24/2021	NDV Communicate with Oasis to locate California deponent location for Edmund Daire; Continue draft of SDT to Daire and deposition notice, finalize, and e-serve both; Communicate with Legal Wings to forward new subpoena; Communicate with Oasis to forward second amended notice.		0.90	135.00
2/24/2021	DJB Prepare letter to opposing counsel re: discovery; send to Mr. Gutierrez for review and Ms. Vazquez for service; review opposing counsel's response.		0.80	316.00
2/25/2021	DJB Review notices of depositions; confer with co-counsel on strategy for the same.		0.30	118.50
2/26/2021	NDV Scheduled and generate Zoom conference for EDCR 2.34 call with defense counsel today; Calendar; Communicate with opposing counsel to circulate Zoom information.		0.50	75.00
2/26/2021	DJB Confer with opposing counsel re: meet and confer for Winder Defendants' deficient written discovery requests and improper notices of deposition.		0.80	316.00
PROFESSIONAL SERVICES RENDERED:			95.20	\$32,385.50

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Calvin P. Tian	0.40	150.00	\$60.00
Danielle J. Barraza	73.90	395.00	\$29,190.50
Brandon M. Lopipero	0.20	150.00	\$30.00
Natalie D. Vazquez	20.70	150.00	\$3,105.00

CLIENT COSTS ADVANCED

	<u>Amount</u>
9/30/2020 Court Fees	3.50
9/30/2020 Court Fees	3.50
9/30/2020 Copies/Prints	2.80
9/30/2020 Color Copies/Prints	N/C
9/30/2020 Facsimile	N/C
10/31/2020 Court Fees	3.50
10/31/2020 Court Fees	3.50
10/31/2020 Copies/Prints	1.40
10/31/2020 Copies/Prints	N/C
10/31/2020 Color Copies/Prints	N/C
10/31/2020 Color Copies/Prints	1.30
10/31/2020 Facsimile	N/C
10/31/2020 Facsimile	N/C
11/24/2020 Deposition/Court Transcripts 201377/Atkinson, Lavelle P./Invoice #50612 Check # 24572	225.00
11/30/2020 Copies/Prints	11.90
11/30/2020 Color Copies/Prints	35.10
11/30/2020 Facsimile	N/C
12/30/2020 Deposition/Court Transcripts 201377/Atkinson, Lavelle P./Invoice #50973 Check # 24681	1,272.65
12/31/2020 Copies/Prints	3.85
12/31/2020 Color Copies/Prints	10.40
12/31/2020 Facsimile	N/C
1/31/2021 Court Fees	3.50
2/23/2021 Private investigators 201377/Atkinson, Lavelle P./Invoice #21-0021 Check # 24820	125.00
2/26/2021 Deposition/Court Transcripts 201377/Atkinson, Lavelle P./Invoice #50884 Check # 24822	2,437.35
2/28/2021 Copies/Prints	0.70
2/28/2021 Copies/Prints	4.90
2/28/2021 Color Copies/Prints	N/C
2/28/2021 Color Copies/Prints	1.95
2/28/2021 Facsimile	N/C
2/28/2021 Facsimile	N/C
CLIENT COSTS ADVANCED:	<u>\$4,151.80</u>

TOTAL AMOUNT OF THIS INVOICE: **\$36,537.30**

TOTAL BALANCE DUE: **\$36,537.30**

Client No.: 2169 Mr. Lavelle P. Atkinson
Matter No.: 201377 Atkinson adv. Brown
Invoice No.: 22474 For Services Rendered Through: March 3, 2021

Page No. 9

All invoices are due and payable upon receipt. Prompt payment is appreciated.
Past-due invoices will incur late fees at the rate of two percent (2%) per month.
Credit card and electronic check payments accepted online at invoice.mgalaw.com.

EXHIBIT 26

EXHIBIT 26



GraEagle Construction and Development, LLC

5018 Cecile Ave
Las Vegas NV 89115
(702) 248-0170

INVOICE

Invoice#: 28374

Date: 06/05/2018

License: NV 52659

Billed To: LAVELL & SHEILA ATKINSON
5288 AUBURN
LAS VEGAS NV 89108

Project: ATKINSON, LAVELL & SHEILA
2315 N. DECATUR BLVD.
LAS VEGAS NV 89108

Purchase Order/Claim #:

Job #: 18-0510-3P

Description

Amount

Fire Department called GraEagle Construction to board up property.
Emergency Service Call
Temporary Repairs
Board Up Materials and Hardware
Material Sales Tax

268.56
973.53
871.69
71.91

**Note

After 15 days \$75.00 late fee will be added
At 30 days \$75.00 late fee will be added
At 45 days Intent to lien will be placed on property

6/29/2018
2185.69
3367
Wells Fargo

THANK YOU FOR YOUR BUSINESS AND YOUR TRUST!

Please call (702) 248-0170 to pay by credit card
or fill out the credit card authorization attached.

If payment has been remitted, please disregard this invoice!

Invoice Amount	2,185.69
Less Amount Paid To This Invoice	(0.00)
AMOUNT DUE	APP 087 2,185.69

ATKINSON0379



GraEagle Construction, LLC

5016 CECILE AVENUE
LAS VEGAS, NV 89115
(702) 248-0170 FAX: (702) 248-7095
PROFESSIONAL INSURANCE REPAIR IN LAS VEGAS
NEVADA STATE # 52659 - 750K LIM

Client: ATKINSON, LAVELL & SHEILA
Property: 2315 N. DECATUR BLVD.
LAS VEGAS, NV 89108
Billing: 5288 AUBURN
LAS VEGAS, NV 89108

Operator: GERALD

Estimator: Gerardo "Jerry" Pasquale
Position: Estimator
Company: GraEagle Construction, LLC.
Business: 5016 Cecile Ave.
Las Vegas, NV 89115

Business: (702) 248-0170
E-mail: jerry@gccoars.com

Type of Estimate:
Date Entered: 6/6/2018 Date Assigned:

Price List: NVLY8X_JUN18
Labor Efficiency: Restoration/Service/Remodel
Estimate: ATKINSON_LAVELL_AN-1

05JUNE2018 10:54PM - FIRE DEPARTMENT DISPATCH CONTACTED GRABAGLE CONSTRUCTION, LLC TO BOARD UP AND/OR SECURE ALL WINDOWS AND DOORS TO DWELLING AFTER FIRE. - CREW OF FOUR WAS DISPATCHED BY ON CALL SUPERINTENDENT - CREW COMPLETED BOARD UP AND LEFT DWELLING AT 3:30AM 06JUNE



GraEagle Construction, LLC

5016 CBCILE AVENUE
LAS VEGAS, NV
(702) 248-0170 FAX: (702) 248-7057
PROFESSIONAL INSURANCE REPAIR IN LAS VEGAS
NEVADA STATE # 52659 - 750K LICENSE

ATKINSON_LAVELL_AN-1

Emergency Services

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Emergency service call - after business hours 05JUNE2018 10:54PM - FIRE DEPARTMENT DISPATCH CONTACTED GRAEAGLE CONSTRUCTION, LLC TO BOARD UP AND/OR SECURE ALL WINDOWS AND DOORS TO DWELLING AFTER FIRE. - CREW OF FOUR WAS DISPATCHED BY ON CALL SUPERINTENDENT - CREW COMPLETED BOARD UP AND LEFT DWELLING AT 3:30AM 06JUNE	1.00 EA @	268.56 =	268.56
2. Temporary Repairs - per hour	14.50 HR @	67.14 =	973.53
3. Board up materials and hardware	1.00 EA @	871.69 =	871.69



GraEagle Construction, LLC

5016 CBCILE AVENUE
LAS VEGAS, NV 89112
(702) 248-0170 FAX: (702) 248-7093
PROFESSIONAL INSURANCE REPAIR IN LAS VEGAS
NEVADA STATE # 52659 - 750K LIMIT

Summary for Dwelling

Line Item Total	2,113.78
Material Sales Tax	71.91
Replacement Cost Value	<hr/> \$2,185.69
Net Claim	<hr/> \$2,185.69 <hr/>

Gerardo "Jerry" Pasquale
Estimator

EXHIBIT 27

EXHIBIT 27

1 DAN M. WINDER, ESQ.
2 Nevada State Bar No. 001569
3 LAW OFFICE OF DAN M. WINDER, P.C.
4 3507 W. Charleston Blvd.
5 Las Vegas, NV 89102
6 Telephone: (702) 474-0523
7 Facsimile: (702) 474-0631
8 winderdanatty@aol.com
9 *Attorney for Defendant Law Office*

6 **DISTRICT COURT**
7
8 **CLARK COUNTY, NEVADA**

9 LAVELLE P. ATKINSON, SHEILA
10 ATKINSON, individuals,
11 Plaintiffs,

11 vs.

12 CHARLES BROWN, an individual; STACY
13 BROWN, an individual; LAW OFFICE OF
14 DAN M. WINDER, P.C., a domestic
15 professional corporation; DAN M. WINDER,
16 an
17 individual; DOES I through X; and ROE
18 CORPORATIONS I through X, inclusive.
19 Defendants.

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

**DEFENDANT LAW OFFICE'S
RESPONSE TO
PLAINTIFF LAVELLE P. ATKINSON'S
FIRST SET OF INTERROGATORIES**

18 COMES NOW the Defendant, LAW OFFICE OF DAN M. WINDER, P.C., by and through
19 its attorney, DAN M. WINDER, ESQ. of the LAW OFFICE OF DAN M. WINDER, P.C., and
20 hereby provides its Responses to Plaintiff, Lavelle P. Atkinson's First Set of Interrogatories to
21 Defendant dated 05/27/20 as follows:
22

23 GENERAL OBJECTION: Defendant objects to all instructions, definitions or other
24 purported modifiers of the questions or requests appearing before the actual questions or requests
25 begin in that such material renders each question or request unduly burdensome, vague and
26 ambiguous.

1 The responses below are responses to the questions or requests as made in each requests
2 without regard to any instructions, definitions or other material which appears before the actual
3 questions or requests.
4

5 **INTERROGATORY NO. 1:**

6 State the name, address, and phone number of the person(s) who answered or assisted in
7 answering these Interrogatories, as well as the person's authority to provide answers on behalf of
8 Defendant. If multiple persons provided answers or assisted in answering these Interrogatories,
9 please identify each individual separately and the Interrogatories in which he/she answered or
10 assisted in answering.

11 **RESPONSE TO INTERROGATORY NO. 1:**

12 Dan M. Winder, as the chief executive officer of the Law Offices of Dan M. Winder has
13 the authority to answer these interrogatories on behalf of Defendant Law Office. He was assisted
14 by Hamilton D. Moore, a Law Clerk who assembled some of the information required and who
15 worked on the Brown v Atkinson matter under the direction of Dan M. Winder.
16

17 **INTERROGATORY NO. 2:**

18 State the name, address, and telephone number of each person having knowledge of facts
19 material to this action and indicate the content of their knowledge. This Interrogatory necessarily
20 includes all persons, including but not limited to, all agents, employees, and/or former agents and
21 employees who possess any information, facts, writings, or evidence that are relevant to this action,
22 whether or not you intend to call them at trial.

23 **RESPONSE TO INTERROGATORY NO. 2:**

24 Defendant objects to this question on the grounds that the use of the term "material facts"
25 is vague and ambiguous. Defendant believes that this action is an action for malicious prosecution
26 and as such, is barred by the state of Nevada. Defendant has knowledge of this fact as do opposing

1 counsel. The following individuals have knowledge of facts addressed in the discovery
2 propounded by Defendants:

3 Dan M. Winder Esq.

4 Arnold Weinstock Esq.

5 Hamilton Moore
6
7

8 **INTERROGATORY NO. 3:**

9 State whether Defendant is in possession of any written statement(s) taken in connection
10 with the allegations contained within the Complaint, and if your response is anything other than
11 an unqualified "no," please identify the person giving the statement and all persons having custody
12 of the statement.

13 **RESPONSE TO INTERROGATORY NO. 3:**

14 Defendant Law Office is in possession of no written statements taken in connection with
15 the allegations contained the Complaint except for those disclosed by the Plaintiffs.
16

17 **INTERROGATORY NO. 4:**

18 Identify all documents, records, reports, etc. which were consulted and/or relied upon in
19 any way in answering these Interrogatories.

20 **RESPONSE TO INTERROGATORY NO. 4:**

21 Defendant Law Office consulted its email communications concerning the Brown v
22 Atkinson matter, the pleadings an papers on file therein, discovery therein, the firms electronic
23 calendaring system, and the disclosures provided by Plaintiffs as well as all of the documents listed
24 in its First Disclosures.
25
26

1 **INTERROGATORY NO. 5:**

2 Identify each and every document, paper, statement, memorandum, photograph, picture,
3 plat, record, letter, recording or other exhibit which you reasonably expect to offer into evidence
4 at the time of trial.

5 **RESPONSE TO INTERROGATORY NO.5:**

6 At the present time, Defendant does not anticipate a trial will take place and thus does not
7 expect to offer any item into evidence. However, should this matter be tried, Plaintiff expects it
8 may enter every document listed in the Disclosures of each party into evidence.

9
10 **INTERROGATORY NO. 6:**

11 State the effective date of Defendant's representation of Mr. Brown in the Brown
12 Litigation.

13 **RESPONSE TO INTERROGATORY NO. 6:**

14 Defendant Law Office represented Mr. Brown on the day the litigation commenced.
15

16 **INTERROGATORY NO. 7:**

17 State whether Mr. Brown executed a representation agreement for Defendant's
18 representation of Mr. Brown in the Brown litigation.

19 **RESPONSE TO INTERROGATORY NO. 7:**

20 Yes, D 0009-14 Agreements to Employ Attorney.
21

22 **INTERROGATORY NO. 8:**

23 Identify the case name, case number, and court district for all lawsuits that Defendant
24 (including any of its predecessors) has caused to be filed from May 18, 2013 to present day, in
25 which the underlying facts involved the plaintiff(s) alleging a breach of an agreement for the sale
26 of real property.

1 **RESPONSE TO INTERROGATORY NO. 8:**

2 Defendant objects on the ground that the information sought is not relevant to any party's
3 claims or defenses and not proportional to the needs of the case, considering the importance of the
4 issues at stake in the action, the amount in controversy, the parties' relative access to relevant
5 information, the parties' resources, the importance of the discovery in resolving the issues, and
6 whether the burden or expense of the proposed discovery outweighs its likely benefit.

7
8 **INTERROGATORY NO. 9:**

9 Describe in detail each communication Defendant had with any representative/agent of
10 Valuation Consultants, including but not limited to Certified General Appraiser Keith Harper,
11 regarding the Subject Property. For each communication, provide the following:

- 12 a) the actual or approximate date of the communication;
- 13 b) the names, last known addresses and telephone numbers of all persons who were
14 parties to the communication or who witnessed the communication;
- 15 c) the manner of the communication (e.g. face-to-face, telephone, e-mail, letter, etc.);
16 and
- 17 d) the nature and substance of each communication.

18 **RESPONSE TO INTERROGATORY NO. 9:**

19 Based upon information and belief after a reasonable search of the available information,
20 None.

21
22 **INTERROGATORY NO. 10:**

23 Identify the model name/number (including the network provider) of all phone devices,
24 including but not limited to cellular phone(s) (i.e., Apple iPhone 6 with AT&T), that Defendant
25 has ever used to communicate with Mr. Brown or any other witnesses disclosed in this litigation.
26 This includes the personal cellular phone information for any agents of Defendant if such devices

1 were ever used to communicate with Mr. Brown or any other witnesses disclosed in this litigation.

2 **RESPONSE TO INTERROGATORY NO. 10:**

3 Defendant objects on the ground that the information sought is not relevant to any party's
4 claims or defenses and not proportional to the needs of the case, considering the importance of the
5 issues at stake in the action, the amount in controversy, the parties' relative access to relevant
6 information, the parties' resources, the importance of the discovery in resolving the issues, and
7 whether the burden or expense of the proposed discovery outweighs its likely benefit

8
9 **INTERROGATORY NO. 11:**

10 Explain in detail the factual basis for Defendant representing to the Court in the "Plaintiff's
11 Opposition to Defendants' Motions to Amend and to Disqualify" filed on December 27, 2018 in
12 the Brown Litigation that the document disclosed by Plaintiff as Bates-Stamped Nos.
13 ATKINSON0316-317 constituted an "appraisal" of the Subject Property, when the face of the
14 document indicates "Please note that this IS NOT an appraisal that conforms to the Uniform
15 Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Foundation."

16 **RESPONSE TO INTERROGATORY NO. 11:**

17 An "appraisal" in common parlance, in Black's Law Dictionary, and in the Merriam-
18 Webster Dictionary is defined generally as a statement of value by a qualified person. The
19 document referred to states the value of the property and that the value will be the same in the final
20 appraisal. The appraiser is a person amply qualified to render an opinion as to the value of the
21 property which he did in the document referred to.

22
23 **INTERROGATORY NO. 12:**

24 Set forth in detail Defendant's current factual understanding as to whether the document
25 disclosed by Plaintiff as Bates-Stamped Nos. ATKINSON0316-317 constitutes an appraisal of the
26 Subject Property.

1 **RESPONSE TO INTERROGATORY NO. 12:**

2 Defendant objects to answering this interrogatory on the grounds that the number of
3 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
4 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
5 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
6 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
7 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
8 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule 33.
9 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

10
11 **INTERROGATORY NO. 13:**

12 Describe in detail each communication Defendant had with any appraisal service
13 representative regarding the Subject Property. This Interrogatory is not limited to Valuation
14 Consultants and it is not limited to appraisal servicers that were actually retained. For each
15 communication, provide the following:

- 16 a) the actual or approximate date of the communication;
- 17 b) the names, last known addresses and telephone numbers of all persons who were parties
18 to the communication or who witnessed the communication;
- 19 c) the manner of the communication (e.g. face-to-face, telephone, e-mail, letter, etc.); and
20 d) the nature and substance of each communication.

21 **RESPONSE TO INTERROGATORY NO. 13:**

22 Defendant objects to answering this interrogatory on the grounds that the number of
23 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
24 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
25 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
26 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.

1 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
2 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
3 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
4

5 **INTERROGATORY NO. 14:**

6 Describe in detail any involvement that Defendant had in drafting the “Purchase
7 Agreement and Joint Escrow Instructions” document disclosed by Plaintiffs as Bates-Stamped
8 Nos.ATKINSON0002-8.

9 **RESPONSE TO INTERROGATORY NO. 14:**

10 Defendant objects to answering this interrogatory on the grounds that the number of
11 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
12 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
13 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
14 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
15 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
16 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
17 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
18

19 **INTERROGATORY NO. 15:**

20 Describe in detail each communication Defendant had with any representative/agent of
21 Financial Solutions & Real Estate Network Group, including but not limited to Joyce Mack,
22 regarding the Subject Property. For each communication, provide the following:

- 23 a) the actual or approximate date of the communication;
24 b) the names, last known addresses and telephone numbers of all persons who were parties
25 to the communication or who witnessed the communication;
26 c) the manner of the communication (e.g. face-to-face, telephone, e-mail, letter, etc.); and

1 d) the nature and substance of each communication.

2 **RESPONSE TO INTERROGATORY NO. 15:**

3 Defendant objects to answering this interrogatory on the grounds that the number of
4 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
5 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
6 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
7 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
8 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
9 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
10 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

11 **INTERROGATORY NO. 16:**

12 Identify all monetary transfers between Defendant and any of the witnesses disclosed in
13 this litigation (excluding Dan M. Winder and Arnold Weinstock) from January 1, 2017 to present
14 day, including the amount of the transfer, the consideration given or taken in exchange for every
15 transfer, the date of every transfer, the identity of the transferor or transferee, and the purpose of
16 every transfer.

17
18 **RESPONSE TO INTERROGATORY NO. 16:**

19 Defendant objects to answering this interrogatory on the grounds that the number of
20 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
21 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
22 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
23 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
24 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
25 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
26 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

1
2 **INTERROGATORY NO. 17:**

3 Identify all verbal or written agreement(s), including any modifications thereof, that
4 Defendant has ever entered into with Mr. Brown or Mrs. Brown.

5 **RESPONSE TO INTERROGATORY NO. 17:**

6 Defendant objects to answering this interrogatory on the grounds that the number of
7 interrogatories is limited to 40 by NRCF 33 and that, in this case, the Defendant Law Office and
8 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
9 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
10 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
11 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
12 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
13 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
14

15 **INTERROGATORY NO. 18:**

16 Identify any and all monies that Defendant loaned to Mr. Brown or invested, as it relates
17 to Mr. Brown's attempt to purchase the Subject Property. For all such monies loaned, identify the
18 purpose for each loan, the amount for each loan, and whether and when each loan was paid back.

19 **RESPONSE TO INTERROGATORY NO. 18:**

20 Defendant objects to answering this interrogatory on the grounds that the number of
21 interrogatories is limited to 40 by NRCF 33 and that, in this case, the Defendant Law Office and
22 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
23 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
24 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
25 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
26 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.

1 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

2
3 **INTERROGATORY NO. 19:**

4 If you contend that Plaintiffs acted in such a manner as to cause or contribute to the
5 occurrences alleged in this action, set forth with specificity the facts upon which you rely and
6 provide the name, address, and telephone number of any person(s) with personal knowledge of the
7 facts upon which you rely.

8 **RESPONSE TO INTERROGATORY NO. 19:**

9 Defendant objects to answering this interrogatory on the grounds that the number of
10 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
11 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
12 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
13 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
14 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
15 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
16 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

17
18 **INTERROGATORY NO. 20:**

19 If you contend that a party or a non-party person to this action acted in such a manner as to
20 cause or contribute to the occurrences alleged in this action, set forth with specificity the facts
21 upon which you rely and provide the name, address, and telephone number of any person(s) with
22 personal knowledge of the facts upon which you rely.

23 **RESPONSE TO INTERROGATORY NO. 20:**

24 Defendant objects to answering this interrogatory on the grounds that the number of
25 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
26 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories

1 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
2 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
3 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
4 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule 33.
5 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
6

7 **INTERROGATORY NO. 21:**

8 Identify which documents disclosed by Mr. Brown in the Brown Litigation, if any, that
9 Defendant independently investigated the legitimacy of prior to disclosing in the Brown Litigation.

10 **RESPONSE TO INTERROGATORY NO. 21:**

11 Defendant objects to answering this interrogatory on the grounds that the number of
12 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
13 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
14 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
15 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
16 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
17 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule 33.
18 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
19

20 **INTERROGATORY NO. 22:**

21 Identify any business investments or agreements that Defendant has ever entered into with
22 Mr. Brown or Mrs. Brown including attorney-client retention agreements.

23 **RESPONSE TO INTERROGATORY NO. 22:**

24 Defendant objects to answering this interrogatory on the grounds that the number of
25 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
26 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories

1 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
2 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
3 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
4 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule 33.
5 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

6 **INTERROGATORY NO. 23:**

7 Describe in detail each communication Defendant has had with anyone aside from Mr.
8 Brown (including but not limited to Plaintiffs and all other disclosed witnesses in this litigation)
9 regarding the Subject Property. For each communication, provide the following:

- 10 a) the actual or approximate date of the communication;
11 b) the names, last known addresses and telephone numbers of all persons who were parties
12 to the communication or who witnessed the communication;
13 c) the manner of the communication (e.g. face-to-face, telephone, e-mail, letter, etc.); and
14 d) the nature and substance of each communication.

15 **RESPONSE TO INTERROGATORY NO. 23:**

16 Defendant objects to answering this interrogatory on the grounds that the number of
17 interrogatories is limited to 40 by NRC 33 and that, in this case, the Defendant Law Office and
18 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
19 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
20 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
21 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
22 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule 33.
23 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

24
25 **INTERROGATORY NO. 24:**

26 Identify all individuals (other than your attorneys) with whom you have at any time

1 discussed this lawsuit, the grounds for this lawsuit, or the underlying facts of this lawsuit, and
2 describe in detail the substance of such discussion.

3 **RESPONSE TO INTERROGATORY NO. 24:**

4 Defendant objects to answering this interrogatory on the grounds that the number of
5 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
6 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
7 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
8 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
9 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
10 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
11 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

12
13 **INTERROGATORY NO. 25:**

14 State the name and last known address and telephone number for each person at Law Office
15 of Dan M. Winder, P.C. who, in any capacity or form, worked on the Brown Litigation.

16 **RESPONSE TO INTERROGATORY NO. 25:**

17 Defendant objects to answering this interrogatory on the grounds that the number of
18 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
19 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
20 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
21 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
22 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
23 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
24 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

25
26 **INTERROGATORY NO. 26:**

1 Describe in detail what knowledge Defendant had about the Subject Property prior to
2 engaging in an attorney/client relationship with Mr. Brown.

3 **RESPONSE TO INTERROGATORY NO. 26:**

4 Defendant objects to answering this interrogatory on the grounds that the number of
5 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
6 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
7 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
8 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
9 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
10 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
11 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
12

13 **INTERROGATORY NO. 27:**

14 Describe in detail what evidence, if any, Defendant relied on before representing to the
15 Court in the “Plaintiff’s Opposition to Defendants’ Motion for Summary Judgment and
16 Countermotion for Summary Judgment” filed on December 27, 2018 in the Brown Litigation that
17 “a deposit [was] made to escrow.”

18 **RESPONSE TO INTERROGATORY NO. 27:**

19 Defendant objects to answering this interrogatory on the grounds that the number of
20 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
21 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
22 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
23 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
24 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
25 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
26 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

1
2 **INTERROGATORY NO. 28:**

3 Identify which documents disclosed in the Brown Litigation, if any, that Defendant had
4 any kind of role in creating.

5 **RESPONSE TO INTERROGATORY NO. 28:**

6 Defendant objects to answering this interrogatory on the grounds that the number of
7 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
8 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
9 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
10 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
11 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
12 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
13 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
14

15 **INTERROGATORY NO. 29:**

16 Describe in detail what investigation, if any, Defendant has made into the circumstances
17 surrounding the fire that occurred at the Subject Property on or around June 5, 2018.

18 **RESPONSE TO INTERROGATORY NO. 29:**

19 Defendant objects to answering this interrogatory on the grounds that the number of
20 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
21 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
22 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
23 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
24 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
25 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
26 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

1
2 **INTERROGATORY NO. 30:**

3 Describe in detail Defendant's process, procedure, and/or protocol for obtaining,
4 reviewing, and producing documents prior to and throughout litigation.

5 **RESPONSE TO INTERROGATORY NO. 30:**

6 Defendant objects to answering this interrogatory on the grounds that the number of
7 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
8 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
9 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
10 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
11 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
12 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
13 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
14

15 **INTERROGATORY NO. 31:**

16 Identify all checking, savings, or any other type of account, foreign or domestic, that
17 Defendant maintained with any type of financial institution from January 1, 2017 to present day,
18 including all account numbers and financial institution identifying information.

19 **RESPONSE TO INTERROGATORY NO. 31:**

20 Defendant objects to answering this interrogatory on the grounds that the number of
21 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
22 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
23 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
24 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
25 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
26 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.

1 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

2
3 **INTERROGATORY NO. 32:**

4 Provide a list of all real properties (commercial or residential) that Defendant (including
5 any of its agents) has owned an interest in at any point from May 1, 2013 through present day.
6 Include in your response the property address; Assessor's Parcel Number (APN); the date
7 purchased; and if subsequently sold, the date sold.

8 **RESPONSE TO INTERROGATORY NO. 32:**

9 Defendant objects to answering this interrogatory on the grounds that the number of
10 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
11 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
12 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
13 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
14 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
15 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
16 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

17
18 **INTERROGATORY NO. 33:**

19 Provide a list of all entities that Defendant (including any of its agents) has owned an
20 interest in at any point from May 1, 2013 through present day.

21 **RESPONSE TO INTERROGATORY NO. 33:**

22 Defendant objects to answering this interrogatory on the grounds that the number of
23 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
24 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
25 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
26 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.

1 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
2 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
3 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
4

5 **INTERROGATORY NO. 34:**

6 Describe in detail Defendant’s involvement in obtaining and submitting an affidavit from
7 Edmund Daire (disclosed by Plaintiffs as Bates-Stamped Nos. ATKINSON0400) in the Brown
8 Litigation, including whether or not Defendant drafted the affidavit, why the affidavit was not
9 disclosed until after the close of discovery and on the eve of summary judgment hearings, and
10 Defendant’s independent knowledge (if any) as to where the alleged “Proof of Funds” set forth in
11 that Affidavit were deposited.

12 **RESPONSE TO INTERROGATORY NO. 34:**

13 Defendant objects to answering this interrogatory on the grounds that the number of
14 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
15 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
16 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
17 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
18 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
19 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
20 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.
21

22 **INTERROGATORY NO. 35:**

23 Explain in detail exactly why you submitted to the Court alleged Citibank Account
24 information of Edmund Daire (disclosed by Plaintiffs as Bates-Stamped Nos. ATKINSON0387-
25 395) in the Brown Litigation when the alleged Citibank Account information was dated May of
26 2016 and therefore had no relevancy as to any proof of funds in 2017 or beyond.

1 **RESPONSE TO INTERROGATORY NO. 35:**

2 Defendant objects to answering this interrogatory on the grounds that the number of
3 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
4 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
5 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
6 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
7 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
8 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule 33.
9 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

10
11 **INTERROGATORY NO. 36:**

12 Describe in detail the circumstances surrounding the issuance of the check disclosed by
13 Plaintiffs as Bates-Stamp No. ATKINSON00034. For this response, provide the following:

- 14 a) a detailed explanation as to why Defendant issued this check to Valuation Consultants;
15 b) the identity of the individual who filled out and executed this check;
16 c) a detailed explanation as to whether and when Defendant provided this check directly
17 to a representative/agent of Valuation Consultants, or whether and when Defendant
18 provided this check directly to Mr. Brown;
19 d) a detailed explanation as to what was being purchased with this check; and
20 e) an explanation as to whether this check was deposited by Valuation Consultants to
21 Defendant's knowledge.

22 **RESPONSE TO INTERROGATORY NO. 36:**

23 Defendant objects to answering this interrogatory on the grounds that the number of
24 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
25 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
26 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d

1 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
2 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
3 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule 33.
4 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

5
6 **INTERROGATORY NO. 37:**

7 State whether Defendant has ever written or caused to be written a check from “Law Office
8 of Dan M. Winder P.C.” to any representative of Financial Solutions & Real Estate Network Group
9 as it relates to the Subject Property (including for purposes of any individual attempting to obtain
10 a loan to purchase the Subject Property). For this response, provide the following:

- 11 a) a detailed explanation as to why Defendant caused any such check to be written;
12 b) the dollar amount that any such check was made out for;
13 c) the identity of the individual who filled out and executed any such check;
14 d) a detailed explanation as to whether and when Defendant provided this check directly
15 to a representative/agent of Financial Solutions & Real Estate Network Group, or
16 whether and when Defendant provided this check directly to Mr. Brown;
17 e) a detailed explanation as to what was being purchased with this check; and
18 f) an explanation as to whether this check was deposited by Financial Solutions & Real
19 Estate Network Group to Defendant’s knowledge.

20 **RESPONSE TO INTERROGATORY NO. 37:**

21 Defendant objects to answering this interrogatory on the grounds that the number of
22 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
23 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
24 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
25 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
26 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.

1 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
2 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

3
4 **INTERROGATORY NO. 38:**

5 State whether Defendant, along with any of the attorneys of record for the Brown
6 Litigation, including but not limited to Dan M. Winder, Esq. [NV Bar No. 1569] and/or Arnold
7 Weinstock, Esq. [NV Bar No. 810] have received any complaints, claims, disciplinary actions, or
8 been a party in any legal action, either as a defendant or as a plaintiff, and if your response is
9 anything other than an unqualified “no,” state the circumstances surrounding the complaint, claim,
10 disciplinary action, or legal action, including: (1) the parties involved; (2) the date and nature of
11 the complaint, claim disciplinary action, or legal action; (4) the case name and number; (5) the
12 court in which the action is/was pending; and (6) the result thereof.

13 **RESPONSE TO INTERROGATORY NO. 38:**

14 Defendant objects to answering this interrogatory on the grounds that the number of
15 interrogatories is limited to 40 by NRCP 33 and that, in this case, the Defendant Law Office and
16 Defendant Winder are sufficiently related in identify or interest so that the total of interrogatories
17 to both may not exceed 40. *Zito v. Leasecomm Corp.*, 233 F.R.D. 395, 399, 63 Fed. R. Serv. 3d
18 1261 (S.D. N.Y. 2006); *Vinton v. Adam Aircraft Industries, Inc.*, 232 F.R.D. 650, 664 (D. Colo.
19 2005); *Duncan v. Paragon Pub., Inc.*, 204 F.R.D. 127, 129, 51 Fed. R. Serv. 3d 932 (S.D. Ind.
20 2001); *McCarthy v. Paine Webber Group, Inc.*, 168 F.R.D. 448, 449–50 (D. Conn. 1996). Rule33.
21 Interrogatories to Parties, 1 Federal Rules of Civil Procedure, Rules and Commentary Rule 33.

22
23 Defendant reserves the right to supplement these responses as discovery continues.

24 DATED this ____ day of JULY, 2020.

25
26 Objections Signed by:

1 /s/Dan M. Winder
2 DAN M. WINDER, ESQ.
3 Nevada State Bar No. 001569
4 LAW OFFICE OF DAN M. WINDER, P.C.
5 3507 W. Charleston Blvd.
6 Las Vegas, NV 89102
7 Telephone: (702) 474-0523
8 Facsimile: (702) 474-0631
9 winderdanatty@aol.com
10 *Attorney for Defendant Law Office*

11 Under penalties of perjury, I certify the foregoing responses to interrogatories are true and correct
12 and that I am authorized by the responding entity to make answers on its behalf.

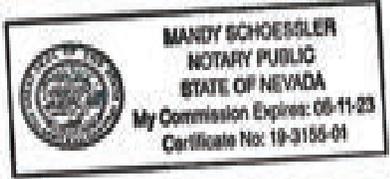
13 Law Offices of Dan M. Winder

14 By, *D. Winder*
15 Dan M. Winder

16 State of Nevada)
17)ss
18 County of Clark)

19 Subscribed and sworn before me this 27 day of July, 2020

20 *Mandy Schoessler*
21 Notary Public



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCp (5)(b), I hereby certify that I am an employee of the LAW OFFICE OF
3 DAN WINDER, P.C., and that on the date stamped, I served the foregoing **DEFENDANT LAW**
4 **OFFICE'S RESPONSE TO PLAINTIFF LAVELLE P. ATKINSON'S FIRST SET OF**
5 **INTERROGATORIES**, by serving the same with this Court's ECF System, To the attorney(s)
6 listed below:

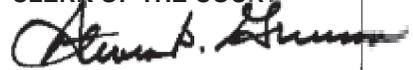
7
8 ADRIANA PEREYRA, ESQ.
9 Nevada Bar No. 12263
10 INTEGRITY LAW FIRM
11 819 South 6th Street
12 Las Vegas, Nevada 89101
13 Phone: 702.202.4449
14 Fax: 702.947.2522
15 E-mail: adriana@integritylawnv.com

16 JOSEPH A. GUTIERREZ, ESQ.
17 Nevada Bar No. 9046
18 DANIELLE J. BARRAZA, ESQ.
19 Nevada Bar No. 13822
20 MAIER GUTIERREZ & ASSOCIATES
21 8816 Spanish Ridge Avenue
22 Las Vegas, Nevada 89148
23 Telephone: 702.629.7900
24 Facsimile: 702.629.7925
25 E-mail: jag@mgalaw.com
26 djb@mgalaw.com
Attorneys for Plaintiffs

21 _____
An employee of the Law Office of Dan M. Winder, P.C.

EXHIBIT 28

EXHIBIT 28



1 **FFCL**
ADRIANA PEREYRA, ESQ.
2 NEVADA BAR NO. 12263
INTEGRITY LAW FIRM
3 819 South 6th Street
Las Vegas, Nevada 89101
4 Phone: 702.202.4449
Fax: 702.947.2522
5 E-mail: adriana@integritylawnv.com

6 JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
7 **MAIER GUTIERREZ & ASSOCIATES**
8816 Spanish Ridge Avenue
8 Las Vegas, Nevada 89148
Telephone: 702.629.7900
9 Facsimile: 702.629.7925
E-mail: jag@mgalaw.com

10 *Attorneys for Defendants*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

14 CHARLES BROWN, an individual,
15 Plaintiff,

16 vs.

17 LAVELLE P. ATKINSON, SHEILA
18 ATKINSON; DOES I-V; and ROE
CORPORATIONS I-V,
19 Defendants.

Case No.: A-18-774764-C
Dept. No.: IX

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER**

Hearing Date: January 17, 2019
Hearing Time: 8:30 a.m.

21
22 This matter came for a hearing before the Court on January 17, 2019, at 8:30 a.m., on the
23 motion for summary judgment, the motion to disqualify Plaintiff's counsel, and the motion for leave
24 to amend the Answer to add additional affirmative defense, counterclaims, and third party claims filed
25 by Defendants Lavelle P. Atkinson and Sheila Atkinson ("Defendants"), along with the countermotion
26 for summary judgment filed by Plaintiff Charles Brown ("Plaintiff"). Defendants were represented
27 by Adriana Pereyra, Esq. of the law firm INTEGRITY LAW FIRM, and Danielle J. Barraza, Esq. of the
28 law firm MAIER GUTIERREZ & ASSOCIATES. Plaintiff was represented by Dan M. Winder, Esq. of the

1 law firm Law Office of DAN M. WINDER, P.C.

2 The Court, having reviewed the pleadings and papers on file herein and considered the
3 evidence, testimony and oral argument of counsel present at the hearing, hereby makes the following
4 findings of facts and conclusions of law:

5 **FINDINGS OF FACT**

6 1. The commercial real property at issue in this case is located at 2315 North Decatur
7 Blvd., Las Vegas, Nevada, 89108, with Assessor's Parcel Number 138-24-511-034 (the "Property").

8 2. Defendants, 75 year-old LaVelle Atkinson and 74 year-old Sheila Atkinson have
9 owned the Property since at least the year 2000.

10 3. Plaintiff testified in his deposition that in July of 2017, he was driving around the
11 Property's neighborhood, and when he came across the Property, he "observed it was abandoned,"
12 which is allegedly how he first became interested in purchasing the Defendants' Property.

13 4. Plaintiff testified in his deposition that on July 6, 2017, Plaintiff showed up at the
14 Defendants' door with a Purchase Agreement Plaintiff had prepared.

15 5. The Purchase Agreement lists a purchase price of \$100,000 "payable in cash at
16 Closing."

17 6. Per the Purchase Agreement, within two business days of the "Effective Date," (which
18 is later defined as the date that the Purchase Agreement is executed by both Purchase and Seller and
19 delivered to Escrow Agent) Plaintiff was required to deposit a \$1,000 down payment to an Escrow
20 Agent.

21 7. The full title of the Purchase Agreement is "Purchase Agreement and Joint Escrow
22 Instructions," however, in the first paragraph of the Purchase Agreement, the "Escrow Agent" is not
23 actually identified, but is simply listed as "Selected by buyer."

24 8. The Purchase Agreement does not identify an Escrow Agent, nor does it provide any
25 escrow instructions.

26 9. The Purchase Agreement states that the "Closing of the sale of the Property by Seller
27 to Purchaser shall occur on or before Thirty (30) days after the Feasibility Period."

28 10. The Purchase Agreement defines the "Feasibility Period" as beginning on the Effective

1 Date and expiring forty-five days thereafter.

2 11. Per the Purchase Agreement, Plaintiff's obligation at the closing of the sale was to "pay
3 the Purchase Price in cash (or by Certified Check, wire transfer of funds into Escrow, all of which
4 shall constitute "cash" for purpose of this Agreement)."

5 12. Page 6 of the Purchase Agreement indicates that Plaintiff executed the agreement on
6 July 6, 2017, and the Defendants executed the agreement on July 20, 2017.

7 13. Plaintiff testified in his deposition that he did not have an investor identified to help
8 him purchase the Property.

9 14. Plaintiff failed to identify any escrow company, and failed to submit evidence to the
10 Court indicating that Plaintiff had deposited any funds into an escrow account for the purchase of the
11 Property.

12 15. Plaintiff did not submit an appraisal to the Court.

13 16. In his initial disclosures, Plaintiff produced what he referred to as a "Pre-Approval
14 Letter from Kelly Mortgage and Realty." ("Kelly Mortgage Letter").

15 17. The Kelly Mortgage Letter is dated July 31, 2017, contains a logo of some sort at the
16 top and states "Congratulations, YOU ARE PRE-APPROVED!!!".

17 18. The Kelly Mortgage Letter does not state that Plaintiff Charles Brown was approved
18 for a loan, but states that a "Stacey Brown" has been pre-approved for a loan with Kelly Mortgage
19 and Realty, Inc.

20 19. Plaintiff testified during his deposition that a "Stacy Brown" is his wife.

21 20. In his deposition testimony, Plaintiff admitted to having seen the Kelly Mortgage
22 Letter (that he produced), but then claimed he could not remember when he obtained the letter.

23 21. Plaintiff testified in his deposition that he did supply information to Kelly Mortgage,
24 saying he spoke to a Veda Williams from Kelly Mortgage and gave her "whatever they asked for,"
25 and "Whatever she sent, said needed to be signed, I signed it."

26 22. Following Plaintiff's deposition, the Defendants obtained an affidavit from Tracy L.
27 Kelly (the President and Broker of Kelly Mortgage) regarding the Kelly Mortgage pre-approval letter.
28 Specifically, Ms. Kelly indicated the following:

- 1 • That the Kelly Mortgage Letter produced by Plaintiff “was not produced by my office
2 or anyone affiliated to it. The letterhead and the location of the company address on
3 the letter is clearly forged and different from our true letterhead.”
- 4 • That “we have not handled a loan application for Stacy Brown” and further, “Kelly
5 Mortgage and Realty, Inc. closed its doors in 2017,” and at the time the pre-approval
6 was allegedly written, “I was in the process of closing out our existing pipeline of
7 loans in Nevada.”
- 8 • That “My assistant’s name is Veda Williams, but she is not a Mortgage Consultant
9 and she did not sign the letter,” and that Ms. Kelly is the “only person who signs pre-
10 approval letters.” That the “signature line of the bottom of the page is a copy and
11 paste job and not the same font as the rest of the document.”
- 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.”

CONCLUSIONS OF LAW

17 1. Entry of summary judgment is proper and “shall be rendered forthwith when the
18 pleadings and other evidence on file demonstrate that no genuine issue as to any material fact remains
19 and that the moving party is entitled to a judgment as a matter of law.” *Wood v. Safeway, Inc.*, 121
20 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (quoting Nev. R. Civ. P. 56(c)) (internal quotations and
21 brackets omitted). If the movant’s burden is met, in order to survive a Rule 56 motion, the nonmoving
22 party “must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine
23 issue for trial or have summary judgment entered against him.” *Id.* at 732, 121 P.3d at 1031 (quoting
24 *Bulbman, Inc. v. Nevada Bell*, 108 Nev. 105, 109, 825 P.2d 588, 591 (1992)).

25 2. “A genuine issue of material fact exists where the evidence is such that a reasonable
26 jury could return a verdict for the nonmoving party.” *Valley Bank of Nevada v. Marble*, 105 Nev.
27 366, 367, 775 P.2d 1278, 1279 (1989). “[C]onclusory statements along with general allegations do
28 not create an issue of fact.” *Yeager v. Harrah’s Club, Inc.*, 111 Nev. 830, 833, 897 P.2d 1093, 1095

1 (1995).

2 3. Any finding of fact that is more appropriately classified as a conclusion of law shall be
3 so considered. Any conclusion of law that is more appropriately classified as a finding of fact shall be
4 so considered.

5 4. Generally, a breach of contract in Nevada requires the following:

- 6 1. Plaintiff and Defendant entered into a valid and existing contract;
- 7 2. Plaintiff performed or was excused from performance;
- 8 3. Defendant breached; and
- 9 4. Plaintiff suffered damages as a result of the breach.

10 *See, Reichert v. Gen. Ins. Co. of Amer.*, 68 Cal 2d Rptr. 321, 442 P.2d 377 (1968); *Calloway v. City*
11 *of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000). Additionally, “[b]asic contract principles require, for
12 an enforceable contract, an offer and acceptance, meeting of the minds, and consideration.” *May v.*
13 *Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005).

14 5. A breach of contract includes a “material failure of performance of a duty arising under
15 or imposed by agreement.” *Id.* at 256, 993 P.2d at 1263 (quoting *Malone v. University of Kansas*
16 *Medical Center*, 220 Kan. 371, 552 P.2d 885, 888 (1976).

17 6. Here, Plaintiff did not provide sufficient evidence indicating that Plaintiff performed or
18 was excused from performance, as no evidence was produced indicating that escrow was opened, that
19 there was any escrow agent, or that Plaintiff had deposited any funds into an escrow account for the
20 Purchase of the Property. Additionally, there was no evidence produced indicating that Plaintiff had
21 the funds to purchase the property as required by the agreement.

22 7. Plaintiff also failed to provide sufficient evidence indicating how the Defendants
23 breached any contract. Therefore, as a matter of law, Plaintiff cannot succeed on his first cause of
24 action for breach of contract claim against Defendants.

25 8. With Plaintiff failing to succeed on his breach of contract action against Defendants,
26 and failing to provide any evidence indicating that Plaintiff provided any benefit to Defendants,
27 Plaintiff’s alternative causes of action for unjust enrichment/quasi contract/IMPLIED-IN-LAW contract
28 and IMPLIED-IN-FACT contract also fail as a matter of law.

9. It is well established within Nevada that every contract imposes upon the contracting

1 parties the duty of good faith and fair dealing. *See Hilton Hotels Corp. v. Butch Lewis Prods., Inc.*,
2 107 Nev. 226, 808 P.2d 919 (1991) (“When one party performs contract in manner that is unfaithful
3 to purpose of contract and justified expectations of other party are thus denied, damages may be
4 awarded against party who does not act in good faith.”).

5 10. No evidence was submitted indicating that Defendants failed to act in a manner that was
6 unfaithful to the purpose of the contract. As such, Plaintiff’s claim for breach of the duty of good
7 faith and fair dealing fails as a matter of law.

8 11. To establish promissory estoppel, four elements must exist: (1) the party to be estopped
9 must be apprised of the true facts; (2) he must intend that his conduct shall be acted upon, or must so
10 act that the party asserting estoppel has the right to believe it was so intended; (3) the party asserting
11 the estoppel must be ignorant of the true state of facts; (4) he must have relied to his detriment on the
12 conduct of the party to be estopped.” *Cheger, Inc. v. Painters & Decorators Joint Committee, Inc.*, 98
13 Nev. 609, 614, 655 P.2d 996, 998–999 (1982).

14 12. No evidence was submitted to the Court indicating the Defendants’ conduct (of not
15 outright giving away the Property to Plaintiff) somehow amounted to a promise to do so that Plaintiff
16 relied upon. *See Torres v. Nev. Direct Ins. Co.*, 131 Nev. Adv. Op. 54, 353 P.3d 1203, 1209 (2015)
17 (“The promise giving rise to a cause of action for promissory estoppel must be clear and definite,
18 unambiguous as to essential terms, and the promise must be made in a contractual sense.”).

19 13. Further, the only evidence that has been submitted to the Court of the Defendants’
20 intentions or conduct has been the Purchase Agreement itself. Plaintiff also has not proven how he
21 “detrimentally relied” on any promise made by the Defendants, as no evidence has been submitted
22 indicating that Plaintiff was monetarily damaged in any way from the sale of the Property not going
23 through. Accordingly, Plaintiff’s fifth cause of action for promissory estoppel against Defendants
24 fails as a matter of law.

25 **ORDER**

26 Based on the foregoing,

27 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

28 1. Defendants’ motion for summary judgment as to Plaintiff’s causes of action for (1)

1 breach of contract; (2) breach of the covenant of good faith and fair dealing; (3) unjust enrichment/
2 quasi contract/ contract implied-in-law; (4) contract implied-in-fact; and (5) promissory estoppel is
3 GRANTED in its entirety, and all claims against Defendants are dismissed with prejudice.

4 2. Plaintiff's counter-motion for summary judgment is DENIED in its entirety;

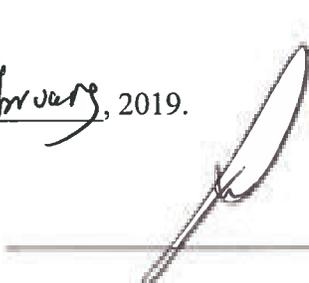
5 3. As a result of the order granting Defendants' motion for summary judgment,
6 Defendants' motion to disqualify Plaintiff's counsel is moot;

7 4. As a result of the order granting Defendants' motion for summary judgment,
8 Defendants' motion for leave to amend the Answer to add additional affirmative defense,
9 counterclaims, and third party claims is moot;

10 5. Plaintiff and his predecessors and/or assignees do not have any estate, right, title, lien,
11 or interest in the Property or any part of the Property; and

12 6. Plaintiff shall record any Release of Lis Pendens necessary in order to remove the
13 clouding of title to Plaintiff's Property.

14 IT IS SO ORDERED this 8th day of February, 2019.

15
16
17 
18 DAVID B. BARKER
19 SENIOR DISTRICT COURT JUDGE

18 Submitted by:

19 MAIER GUTIERREZ & ASSOCIATES

20  #13022
21 JOSEPH A. GUTIERREZ, ESQ.
22 Nevada Bar No. 9046
23 8816 Spanish Ridge Avenue
24 Las Vegas, Nevada 89148

23 -and-

24 ADRIANA PEREYRA, ESQ.
25 INTEGRITY LAW FIRM
26 Nevada Bar No. 12263
27 819 South 6th Street
28 Las Vegas, Nevada 89101
Attorneys for Defendants LaVelle P. Atkinson and Sheila Atkinson