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THE BUSINESS COURT OF TEXAS, EIGHTH DIVISION

MICHAEL D. CRAIN, Individually
and Derivatively on Behalf of
NORTHERN CRAIN REALTY, LLC,
NORTHERN CRAIN PROPERTY
MANAGEMENT, LLC, and NORTHERN
CRAIN, LLC,
Plaintiffs,

v.

WILLIAM "WILL" NORTHERN, TYLER
GOLDTHWAITE, CRESCENDO
DEVELOPMENT, LLC, CRESCENDO
CONCERTO NO. 1 MANAGEMENT CO.,
LLC, AND WOODHAVEN, CONCERTO NO.
1, LP,
Defendants.

Cause No.
25-bc08a-0014

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DEPOSITION OF WILLIAM NORTHERN

DATE: Thursday, November 6, 2025
TIME: 9:58 a.m.
LOCATION: Cotten Schmidt
301 Commerce Street, Suite 2900
Fort Worth, TX 76102
OFFICIATED BY: Nicole Davila
JOB NO.: 7735556

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A P P E A R A N C E S

ON BEHALF OF PLAINTIFFS MICHAEL D. CRAIN; NORTHERN
CRAIN REALTY, LLC; NORTHERN CRAIN PROPERTY MANAGEMENT,
LLC; AND NORTHERN CRAIN, LLC:

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A P P E A R A N C E S (Cont'd)
ON BEHALF OF TYLER GOLDTHWAITE:
GREGORY P. BLAIES, ESQUIRE
Blaies & Hightower, L.L.P.
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(817) 334-0800

ALSO PRESENT:
Michael Crain, Plaintiff

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I N D E X

EXAMINATION:	PAGE
By Mr. McDaniel	8

E X H I B I T S

NO.	DESCRIPTION	PAGE
Exhibit 1	Plaintiff's Notice of Intent to Take Oral Deposition of William Northern	8
Exhibit 2	Amended and Restated Company Agreement of Northern Crain Realty, LLC	66
Exhibit 3	Amended and Restated Company Agreement of Northern Crain, LLC	66
Exhibit 4	Amended and Restated Company Agreement of Northern Crain Property Management, LLC	67

QUESTIONS INSTRUCTED NOT TO ANSWER

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P R O C E E D I N G S

THE OFFICER: Good morning. My name is Nicole Davila. I'm the reporter assigned by Veritext to take the record of this proceeding. We are now on the record at 9:58 a.m.

This is the deposition of William Northern, taken in the matter of Michael D. Crain, individually and derivatively on behalf of Northern Crain Realty, LLC, Northern Crain Property Management, LLC, and Northern Crain, LLC v. William "Will" Northern, Tyler -- Tyler Goldthwaite, Crescendo Development, LLC, Crescendo Concerto No. 1 Management Company, LLC, and Woodhaven, Concerto No. 1, LP, on Thursday, November 6, 2025, at the office of Cotten Schmidt, Fort Worth, Texas.

I'm a notary authorized to take acknowledgements and administer oaths in Texas.

Additionally, absent an objection on the record before the witness is sworn, all parties and the witness understand and agree that any certified transcript produced from the recording of this proceeding:

- is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the

1 same manner as a deposition recorded
2 by stenographic means; and
3 - shall constitute written stipulation
4 of such.

5 At this time, will everyone in
6 attendance please identify yourself for the record?

7 MR. MCDANIEL: Avery McDaniel for the
8 plaintiffs.

9 MR. COTTEN: Larry Cotten for
10 Mr. Northern.

11 MR. NORTHERN: Will Northern.

12 MR. SCHMIDT: Randall Schmidt, also for
13 Mr. Northern.

14 MR. BLAIES: Greg Blaies on behalf of
15 Tyler Goldthwaite.

16 MR. CRAIN: Michael Crain.

17 THE OFFICER: Thank you. Hearing no
18 objection, I will now swear in the witness.

19 Please raise your right hand.

20 WHEREUPON,

21 WILLIAM NORTHERN,
22 called as a witness and having been first duly sworn
23 to tell the truth, the whole truth, and nothing but
24 the truth, was examined and testified as follows:

25 THE OFFICER: Thank you, sir.

1 Counsel, you may proceed.

2 EXAMINATION

3 BY MR. MCDANIEL:

4 Q All right. Mr. Northern, my name's Avery
5 McDaniel, and we've met before; is that correct?

6 A Yes.

7 Q What is your full name for the record?

8 A William Davis Northern.

9 Q Mr. Northern, I've provided you Exhibit 1,
10 which is a copy of the deposition notice for today.

11 (Exhibit 1 was marked for
12 identification.)

13 Do you have that?

14 A Yes.

15 Q Have you reviewed that? Have you seen it
16 before?

17 A This is my first time seeing it.

18 Q Okay. Well, it's basically a notice between
19 lawyers saying that we want to take your deposition on
20 today's date. You realize you're here under a depo
21 notice?

22 A Yes.

23 Q Okay. Now, Will, let's get some background
24 information from you. Can you talk to the jury about
25 your education? And in this particular case start

1 with high school.

2 A Sure. I went to Country Day, and then I
3 went to TCU and got a BA, a business degree in
4 entrepreneurial management.

5 Q Any graduate school?

6 A In 2007 I graduated from TCU.

7 Q With a graduate degree?

8 A No.

9 Q Like an MBA or --

10 A My undergrad.

11 Q Okay. And you never sought a graduate
12 degree?

13 A No.

14 Q Okay. Now, at Country Day, Tyler
15 Goldthwaite, did he go to Country Day with you?

16 A Yes.

17 Q Kind of tell me about that. What years did
18 you first meet him? Where'd y'all --

19 MR. COTTEN: Objection. Form of
20 question.

21 BY MR. MCDANIEL:

22 Q Tell me about high school and Tyler
23 Goldthwaite.

24 A Sure.

25 MR. COTTEN: Same objection. Go ahead.

1 THE WITNESS: Okay. Tyler and I both
2 went to Country Day together. We knew each other
3 previously in middle school at Fort Worth Academy and
4 then went to high school together and then went to TCU
5 in part at the same time.

6 BY MR. MCDANIEL:

7 Q Did y'all take classes together at TCU?

8 A No.

9 Q And were y'all a member of any organizations
10 at TCU together?

11 A We were both Kappa Sigmas.

12 Q And that's a fraternity?

13 A Correct.

14 Q So Tyler is a fraternity brother?

15 A Correct.

16 Q Were y'all the member of any other
17 organizations together?

18 A No.

19 Q How about Margaret Lattimore? Did she go to
20 Country Day?

21 A Yes.

22 Q When did you first meet her?

23 A It would've been winter during the rodeo in,
24 I believe, 20 -- 2022 or 2023, but I don't recall
25 which year.

1 Q What year did you graduate from Country Day?

2 A 2003.

3 Q Did Margaret -- did you know Ms. Lattimore
4 while you were at Country Day?

5 A No.

6 Q Did she graduate before or after you?

7 A After me.

8 Q Currently, what licenses do you hold?

9 A A Texas real estate license.

10 Q Any other licenses?

11 A No other licenses.

12 Q And tell me what type of license that is.

13 A It gives me the authority to represent third
14 parties in real estate transactions.

15 Q Is it a regular license or a brokerage or --

16 A I'm sorry?

17 Q What type of license? Is it a brokerage
18 license?

19 A Yes, I hold a Texas broker's license.

20 Q And tell me what years you got that.

21 A I believe it was 2010.

22 Q And before your broker's license, did you
23 hold any other type of license?

24 A I had a Texas real estate license as an
25 agent.

1 Q And what year did you get that?
2 A 2008, I believe.
3 Q What caused you to get a real estate
4 license?
5 A To ultimately start a company.
6 Q What company was that?
7 A Northern Realty Group.
8 Q And what year was that company started?
9 A I believe it was 2010.
10 Q What did you do before 2010? As far as work
11 history.
12 A I was, for a brief period of time, a
13 musician and worked at Guitar Center, but I -- I was a
14 landman. And --
15 Q Who'd you work for as a landman?
16 A Worked for two different companies:
17 Quicksilver Resources and The Caffey Group.
18 Q Say it again, the second one.
19 A The Caffey Group.
20 Q Is that C-A-S-S-I?
21 A C-A-F-F-E-Y.
22 Q And were you based out of Fort Worth?
23 A Yes.
24 Q And for both of those you worked as a
25 landman?

1 A I was a landman for both. My role expanded
2 for The Caffey Group once I got my real estate
3 license, or brokerage license I should say.

4 Q So what were the dates that you worked for
5 Quicksilver?

6 A I believe that was in 2007 and then when I
7 worked at The Caffey Group would've been 2009.

8 Q And I'm sorry. When you say -- is it
9 Cassie, C-A-S-S or C-A-F-F?

10 A F-F.

11 Q Okay. Frank. And what year did you leave
12 Quicksilver?

13 A 2008, I believe.

14 Q What caused you to leave?

15 A I wanted to pursue a music career.

16 Q And you left sometime in 2008?

17 A Yes.

18 Q While you worked for Quicksilver, you were a
19 landman?

20 A Yes.

21 Q Can you describe what to the jury what a
22 landman does?

23 A Their main functions are to represent oil
24 and gas operators to lease mineral rights, do research
25 on mineral rights. That involves a lot of mapping and

1 oil and gas lease work.

2 Q When you say "represent oil and gas
3 minerals," you're not talking about legal
4 representation, are you?

5 A No.

6 Q What does that mean, "represent"?

7 A Work to get leases signed on behalf of the
8 oil and gas company.

9 Q So you'd go to people's houses or meet with
10 them and have them sign documents?

11 A That's what a landman does. I didn't do
12 that personally. I was more on the research side.

13 Q Okay. So on a day-to-day basis, you were
14 researching the minerals or doing mapping?

15 A I was recording signed leases at county
16 courthouses and doing cursory title research.

17 Q And how would you do cursory title research?

18 A I would go to the county courthouse where
19 they were pursuing mineral rights and work on putting
20 chains of title together, mapping out ownership of
21 mineral rights.

22 Q And would you -- once you got it all done,
23 what would you do with it?

24 A I would give that to the -- I guess, my
25 superior to be able to incorporate it, I imagine, into

1 a title opinion.

2 Q And who was your superior at this time?

3 A At Quicksilver -- what is his name? I
4 believe it was -- his name was Rodney.

5 Q Who?

6 A Rodney. I -- I don't recall his name, his
7 whole name. But I'm pretty sure it's Rodney.

8 Q So was your daily activities mainly going to
9 the courthouse and finding documents?

10 A That and recording things that were already
11 signed.

12 Q And by "recording," you mean that means
13 filing them with the county?

14 A Yes.

15 Q When you left Quicksilver, did you leave on
16 good terms?

17 A They let me go. That was during the
18 economic crisis, and so they cut a lot of staff.

19 Q And your position was part of the cuts?

20 A Yes.

21 Q And after you were let go, you pursued a
22 musical career?

23 A I'm trying to think of the order. I think I
24 did some initial work for them summer interning.

25 Q Who's "them"?

1 A The Quicksilver. And then after I graduated
2 from TCU in 2007, went to Los Angeles to pursue a
3 musical career. That didn't last very long. Came
4 home and got my same job back, so to speak.

5 Q With --

6 A Quicksilver.

7 Q Quicksilver.

8 A And then was let go in 2008.

9 Q Tell me about Los Angeles and pursuing the
10 music career. Did you move down there by yourself?

11 A Yes.

12 Q About how long were you in Los Angeles?

13 A About six months in total.

14 Q And were you playing an instrument?
15 Singing? What were you trying to do?

16 A I was drumming and -- but my job, I got a
17 job at William Morris Agency.

18 Q In Los Angeles?

19 A Yes.

20 Q And about what year was this?

21 A 2007.

22 Q And how long did you work for them?

23 A Two weeks.

24 Q What were you hired to do there?

25 A Assist the mail deliverer.

1 Q When did you leave?
2 A Two weeks after I started.
3 Q Why?
4 A Company culture.
5 Q Did you leave on good terms?
6 A I left -- I chose to leave.
7 Q Did you give two weeks' notice?
8 A I don't recall.
9 Q So when you were pursuing the musical career
10 and you said -- how long did you stay in Los Angeles?
11 A About six months, give or take.
12 Q And what instrument did you play?
13 A The drums.
14 Q Anything else? Any other instrument?
15 A Any other instruments, no.
16 Q Did you sing?
17 A No.
18 Q Were you trying to join a band? Were you
19 trying to be a backup musician for the studio or --
20 A I mean, I went to Los Angeles to work at
21 William Morris Agency and in tandem pursue whatever
22 opportunities I could.
23 Q At this point, had you graduated from TCU?
24 A Yes.
25 Q So you left Los Angeles and you came back to

1 Fort Worth?

2 A No. I went to Austin.

3 Q And why'd you go to Austin?

4 A I wasn't ready to come home.

5 Q What did you do in Austin?

6 A I was a landman.

7 Q Is that with The Caffey Group?

8 A No. That would've been Quicksilver still.

9 Q I'm assuming they had an office in Austin?

10 A No. They had an office in Granbury, so I
11 commuted.

12 Q You commuted every day?

13 A No. I would -- let me think. The work I
14 was doing was recording documents at various counties.
15 So I was driving a whole lot, and for a period of time
16 I lived in Austin while I was working for Quicksilver.
17 And then I think before I went back to work at
18 Quicksilver, when I first moved to Austin, I worked at
19 a bar.

20 So that's when I signed a lease and trying
21 to figure out what I wanted to do with my life. And
22 then I got my old -- old job back, or I should say a
23 job with my former company, Quicksilver.

24 But I still had my lease and so I was
25 driving a lot and I think, I'm sure at some point in

1 there I might've stayed at home when I was in Fort
2 Worth at my parents' house. It was going where I
3 needed to.

4 Q So you were a landman in this job position?

5 A Yes.

6 Q And at any time did that position change to
7 something else?

8 A No.

9 Q Is that a no?

10 A No.

11 Q And what'd you do after Quicksilver?

12 A I started getting my real estate license and
13 I think when Quicksilver laid me off, that's when I
14 pursued getting my real estate license.

15 Q And you're married; correct?

16 A I am.

17 Q What year did you get married?

18 A Oh, gosh. Eleven years ago. Tell me --
19 what is that? 2014.

20 Q Fourteen. And what's your wife's name?

21 A Elizabeth.

22 Q Does Elizabeth work outside the home?

23 A Not currently.

24 Q When she did, did she have a career in a
25 certain field?

1 A Yes.

2 Q And what was that field?

3 A She was a data analytics statistician.

4 Q And who did she work for as a data analytics
5 statistician?

6 A She worked for two different companies. The
7 first was TCC, Tarrant County College, and then for a
8 period of time she worked at Buxton.

9 Q What type of company is Buxton?

10 A It's a data analytics company that
11 helps -- that does site selection.

12 Q Site selection?

13 A Yes.

14 Q For --

15 A Their clients are retail or restaurant in
16 nature.

17 Q So they were helping restaurants and so
18 forth to find areas where there was a concentration of
19 people that would buy whatever they were selling?

20 A That, yeah, fit their customer profile.
21 Have a --

22 Q And when we're talking about it, family, do
23 you have any children?

24 A Yes.

25 Q And tell me their ages real quick.

1 A 8, 7, and 2.

2 Q And are any of them attending preschool or
3 first, second grade?

4 A No. Preschool currently. The other two --

5 Q I don't need their names, just the schools.

6 A The other two are in second and third grade
7 at Country Day.

8 Q Going back to the job history. So where did
9 you take your -- let me strike that. How did you
10 prepare to take your real estate license exam?

11 A I enrolled at Champions School of Real
12 Estate.

13 Q Where is that located at the time? Where
14 was it located or is?

15 A I believe I took classes in Fort Worth.

16 Q Are they off Montgomery?

17 A I don't recall.

18 Q How long were the classes that you took?

19 A How long did it take to get my license?

20 Q Well, sure. How long -- I'm just wondering,
21 you took a course to help you pass the real estate
22 license exam; correct?

23 A Yes.

24 Q I'm just curious how long that course was.

25 A There's several modules. I'll -- I believe

1 it took four to five months.

2 Q When you took the Texas real estate exam,
3 did you take it all at one time or were there
4 segments?

5 A There are -- there are segments,
6 prerequisite certificates one has to get. And once
7 you have all of your certificates, you are eligible to
8 sit for the exam.

9 Q Can you list those certificates for me?

10 A Principles 1, Principles 2, Law of Agency,
11 and Law of Contract.

12 Q And Principles, when it's talking about
13 "Principles," what area covered in Principles 1 and
14 Principles 2? Just a general idea.

15 A A broad, basic foundation of the real estate
16 industry. What a real estate agent is, what a real
17 estate broker is.

18 Q Did it cover ethics?

19 A I believe it -- I'm sure that was a
20 component of it.

21 Q And when you had all your certificates and
22 you took the real estate exam, where'd you take that
23 exam at?

24 A I don't recall. In Fort Worth.

25 Q Did you pass on the first time?

1 A I did.

2 Q And approximately when was this?

3 A 2008.

4 Q And after you received your license, real
5 estate license, that's when you started the company
6 Will Northern --

7 A No.

8 Q What were you doing at this time for
9 employment when you were taking the Champions School
10 of Real Estate classes?

11 A That's when I worked at The Caffey Group.

12 Q And did you work with The Caffey Group until
13 you received your real estate license?

14 A I misspoke. I believe I got my real estate
15 license before I started working at The Caffey Group.
16 I would need to go double-check that.

17 Q That's fine.

18 A I recall getting my broker's license while I
19 was at The Caffey Group, but I don't -- I would have
20 to go look if I worked there for that full two-year
21 period of time.

22 Q And when you worked at The Caffey Group, you
23 were a landman; correct?

24 A At first.

25 Q And later, what did you do?

1 A My role expanded into real estate brokerage.

2 Q How much time elapsed between your real
3 estate license and receiving a brokerage license? Was
4 it six months? A year?

5 A About -- between getting a -- my real estate
6 license and my broker's license?

7 Q Correct.

8 A About two years.

9 Q And during that two years, you worked for
10 The Caffey Group? Caffey Company?

11 A I worked for The Caffey Group in that time.

12 Q And after you obtained your real estate
13 license, you began dealing with real estate?

14 A I did.

15 Q Now, as a real estate license, do you have
16 to be sponsored by anybody?

17 A Yes.

18 Q And who were you sponsored by when you first
19 received your real estate license?

20 A I think I -- when I first got it, I
21 initially put my license with Greg Bell, but that was
22 not for very long. I ultimately put my license with
23 Brants Realtors in Fort Worth.

24 Q When did you put your license with Brants?

25 A Sometime in 2008, I believe.

1 Q How long was your license with Greg Bell?

2 A A month or two.

3 Q How'd you know Greg Bell?

4 A We are related. My -- one of my sisters is
5 married to his brother.

6 Q Do you and Greg Bell have any businesses
7 together?

8 A No.

9 Q So while your license was with Greg Bell,
10 you worked at Quicksilver -- I'm sorry -- Caffey
11 Group?

12 A It's safe to say that while my license was
13 with Brants Realtors, I was with The Caffey Group.

14 Q Were you contracted from Brants Group or
15 Brants Real Estate to Caffey Group, or did you work as
16 an individual for The Caffey Group?

17 A I worked as a 1099 for The Caffey Group.

18 Q And what type of real estate did you do for
19 the group?

20 A I did drill site acquisition.

21 Q While you were with The Caffey Group, how
22 many drill site acquisitions do you believe you did?

23 A One distinctly. I would also do other
24 random real estate tasks.

25 Q "Tasks"; is that right?

1 A Uh-huh.

2 Q What does that mean? Like explain that to
3 me.

4 A Sure. There was an instance where The
5 Caffey Group acquired land from a foreclosure auction,
6 but they were only interested in the minerals, so they
7 hired me to sell the surface.

8 Q Did you sell the surface?

9 A Yes.

10 Q Was the surface value -- what was the value
11 of that or what did it sell for?

12 A I don't recall.

13 Q Was it less than a hundred thousand or more?

14 A It was more than a hundred thousand.

15 Q Was it more than 500 or less than 500,000?

16 A It was -- it was less than 500,000.

17 Q So at this time while you were working with
18 The Caffey Group, you're an independent contractor?

19 A Yes.

20 Q And when you signed up with Brants Real
21 Estate to sponsor your license, did you have an
22 agreement with them?

23 A Yes.

24 Q Was it a signed agreement?

25 A I don't recall.

1 Q What was your agreement with Brants as far
2 as real estate transactions and fees?

3 A I was an independent contractor real estate
4 agent where I got a percentage of the commissions of
5 transactions that I helped sell or lease.

6 Q And did Brants receive a percentage as well?

7 A Yes.

8 Q And what year did you stop working for, or
9 the month if you know it, for Caffey Group?

10 A It would've been somewhere in 2010 or early
11 2011.

12 Q And at this time -- 2010, 2011 -- had you
13 obtained your brokerage license?

14 A Yes.

15 Q And at the time that you received or
16 obtained your brokerage license, Brants was still
17 sponsoring you up until that time?

18 A Yes.

19 Q And then after you left Caffey Group, what
20 did you do?

21 A I started Northern Realty Group.

22 Q What type of entity was that?

23 A An LLC.

24 Q During this time period, up to when you
25 started Northern Realty Group, going backwards, had

1 you stayed in contact with Tyler Goldthwaite?

2 A Yes.

3 Q Did y'all hang out socially?

4 A We were not living in the same city, so we
5 would only see each other occasionally.

6 Q What type of events would those be?

7 A The holidays.

8 Q Would you see him specifically because you
9 set up a time to meet, or is it one that you just
10 happened to run into them at a party?

11 A Both.

12 Q When you created Northern Realty Group, who
13 drafted your LLC documents?

14 A I don't recall.

15 Q Did you hire a lawyer to do the documents?

16 A I don't recall that either. I -- I don't
17 recall.

18 Q Did you hire Mr. Goldthwaite to do the LLC?

19 A No.

20 MR. BLAIES: What was the answer?

21 THE WITNESS: No.

22 BY MR. MCDANIEL:

23 Q And how long was the Northern Realty Group
24 in existence?

25 A From 2011 to -- think -- I'm going to say

1 until 2020. 2011 to 2020. So is that nine or ten
2 years?

3 Q Where were the offices located?

4 A Our first office was my dining room table,
5 and we ultimately leased a office on West Magnolia in
6 Fort Worth.

7 Q The dining room table. What was the address
8 of this location?

9 A I don't recall.

10 Q And this is where you lived at the time?

11 A Yes. I moved.

12 Q And who did you live with?

13 A At that time -- at that time, I believe I
14 was living in a back apartment on Pershing.

15 Q And who owned the house in front of the back
16 apartment?

17 A My sister.

18 Q What was her name?

19 A Elizabeth Cornelsen.

20 Q Was she married at the time?

21 A No.

22 Q Were you living there for free, or did you
23 pay rent?

24 A I paid rent.

25 Q And how long did you live in this location?

1 A Three or four years.

2 Q How many years were you in business till you
3 rented an office off West Magnolia?

4 A I believe I -- it would've been somewhere
5 between 2013 and 2015.

6 Q So between 2011 to 2013, while you were
7 working, or '15, while you were working from your
8 dining room table, did you have any employees?

9 A Yes.

10 Q And who are the employees?

11 A My mother.

12 Q And what is her name?

13 A Karen Holcomb.

14 Q Can you spell that for me?

15 A H-O-L-C-O-M-B.

16 Q And what does she do for you?

17 A She was my office manager.

18 Q Anybody else work for you during that time
19 period?

20 A No.

21 Q Did you have any agents at that time on
22 between 2011 and either 2013 or 2015?

23 A I don't recall when we brought our first
24 agent on, but it would've been somewhere in the latter
25 part of that. I would --

1 Q But it was while you were still working in
2 your garage apartment?

3 A I believe that's what necessitated the
4 office.

5 Q And who was the first agent? What's their
6 name?

7 A I do not recall.

8 Q How did you find them?

9 A Oftentimes they would find me.

10 Q Do you recall how you found your first
11 agent?

12 A I do not.

13 Q I'm sorry. My chair went down. I'm trying
14 to figure out how to --

15 MR. SCHMIDT: There's a lever down
16 there.

17 MR. MCDANIEL: Oh, here it is. That's
18 probably what I hit. There we go. Okay. Sorry about
19 that.

20 What was my last question?

21 MR. BLAIES: Pass the witness.

22 MR. MCDANIEL: I said what was my last
23 question?

24 MR. BLAIES: Oh, I thought you said
25 pass the witness. That's more work for me.

1 (The officer repeated the record as
2 requested.)

3 THE WITNESS: I don't recall how I
4 found my first agent.

5 BY MR. MCDANIEL:

6 Q Between that time period, how many listings,
7 new listings did you have?

8 A I don't recall. Can you repeat the
9 question?

10 Q Yep. How many listings did you have between
11 2011 when you were working in your garage apartment
12 till you moved to your office on West Magnolia?

13 A I don't recall.

14 Q Was business booming?

15 A I would not say that business was booming.
16 That was coming after the recession, and so it was --
17 it was challenging. I was able to survive because I
18 was working splitting my time in the very beginning
19 with The Caffey Group as a 1099 still.

20 Q From 2011 till the time that you moved into
21 West Magnolia office, how much commission had you
22 made?

23 A I don't recall.

24 Q Do you remember the profits for the company
25 for the years 2011, 2012, 2013?

1 A I don't. I remember it being meager. I was
2 surviving.

3 Q Are there any documents that are in
4 existence that would show us the amount of listings
5 you had, the amount of profit that you made?

6 MR. COTTEN: Objection. Form.

7 BY MR. MCDANIEL:

8 Q Or commissions earned?

9 MR. COTTEN: Form. Go ahead.

10 THE WITNESS: I imagine there would be
11 some form of company financials and I'm sure it would
12 potentially be able to go through past listing
13 agreements if I still have them. Maybe the MLS
14 history.

15 BY MR. MCDANIEL:

16 Q Well, did your mom keep your books at that
17 time?

18 A Yes.

19 Q And does she use any type of software like
20 QuickBooks?

21 A I don't recall if she used QuickBooks or
22 perhaps Excel.

23 Q And did she use a computer on your dining
24 room table?

25 A Yes.

1 Q And whose computer was that?

2 A I believe it was her computer.

3 Q Did you use an accountant at this time?

4 A We had a CPA to prepare taxes, but not an
5 accountant.

6 Q And who was the CPA that you used?

7 A I believe it was Rylander Clay & Opitz.

8 Q I'm sorry. Say it again.

9 A I believe it was Rylander Clay & Opitz, but
10 I'm not certain.

11 Q Are they a Fort Worth firm?

12 A They -- I don't know.

13 Q Where was their office located?

14 A It was in -- they had an office in Fort
15 Worth.

16 Q How many years do you recall that you used
17 them to do your taxes?

18 A I don't recall.

19 Q After you moved your office to West
20 Montgomery in either 2013 or 2015, who did your taxes
21 then?

22 MR. COTTEN: Objection. Form.

23 THE WITNESS: It was West Montgomery --
24 or I mean West Magnolia. That's where our office was.

25 MR. MCDANIEL: West Magnolia.

1 THE WITNESS: I don't recall. But
2 Rylander Clay & Opitz, I -- I recall using them. I
3 don't know the time period.

4 BY MR. MCDANIEL:

5 Q Did you personally file tax, income tax --
6 for income tax individually for the years 2011, '12,
7 '13?

8 A I believe I filed my taxes myself one time
9 early on and then realized I did not need to be trying
10 to figure that out.

11 Q But every year you filed your income taxes
12 individually from 2011 through 2015?

13 A Individually?

14 Q Yes.

15 A I don't believe so, no.

16 Q Why not?

17 A I realized that is a complicated matter and
18 requires a expert.

19 Q But every year either through yourself or
20 through a CPA, taxes were filed for you as an
21 individual?

22 A I -- my taxes were done every year, if
23 that's what you're asking.

24 Q It is.

25 A Okay. Yeah.

1 Q Now, was Northern Realty Group, was that a
2 pass through, so you claimed it through your taxes, or
3 did it have to file its own tax return?

4 A It was an LLC. I'm not a tax professional,
5 but I -- it was a sole member LLC.

6 Q Did --

7 A So.

8 Q Did you have to file a separate tax return
9 for Northern Realty Group?

10 A I would assume so, but again, I'm not a tax
11 expert.

12 Q But you would recall whether or not the
13 entity itself had to file a tax return; correct?

14 A I believe that's customary. So I was --

15 Q That was what? Customary?

16 A Customary, yeah. I'm pretty sure entities
17 have to file their own returns.

18 Q And how long did you operate Northern Realty
19 Group till it ceased doing business?

20 A From when it was formed to when it ceased
21 doing business, so 2011 to about 2020.

22 Q So when you were at the West Magnolia
23 office, how many total agents did you have during that
24 time?

25 A I don't recall exactly. At one point we had

1 over 20 agents.

2 Q How many employees -- during that time
3 period that you were at West Magnolia, what's the most
4 employees you had at one time?

5 A Two.

6 Q And who was the second employee?

7 A We created a role as a office administrator.

8 Q Were you the first employee?

9 A I am not including myself in that.

10 Q So you had an office administrator, and what
11 was the next one?

12 A Office manager.

13 Q Who was the office administrator?

14 A Whitney Rodriguez.

15 Q And do you recall when you hired her?

16 A I do not.

17 Q Do you recall when she left?

18 A I do not recall.

19 Q Do you recall how long she was employed by
20 the Northern Realty Group?

21 A I'll -- I believe it was certainly more than
22 a year, maybe two or three. She --

23 Q What was the reason she left?

24 A She didn't leave initially. She wanted to
25 become a real estate agent and got her real estate

1 license.

2 Q And who was the office manager at this time?

3 A My mom.

4 Q And does she take care of the books?

5 A She did our bookkeeping.

6 Q Did you file taxes every year while you were
7 in the West Magnolia office?

8 A Yes.

9 Q And who did you use to file your taxes when
10 you were at the West Magnolia office?

11 A I believe we used Rylander Clay & Opitz.

12 Q I'm curious why you're not sure. At some
13 point, did you change firms, CPA firms?

14 A They were acquired and rebranded, and I
15 don't recall when that happened. They became BKD. I
16 don't know what that stands for. And --

17 Q But that entity, what it was named then and
18 after, that's the same entity that you used every
19 year --

20 A Right.

21 Q -- to file your taxes?

22 A Best as I recall, yes.

23 Q To this day, do they still do your taxes?

24 A No.

25 Q When did you stop having them do your taxes?

1 A I don't recall.

2 Q Who currently does your taxes?

3 A George Lewis.

4 Q And where is George Lewis located?

5 A I believe he -- office is out of his house.

6 Q And what city is that in?

7 A Fort Worth.

8 Q Is he a CPA?

9 A Yes.

10 Q But the firm of Rylander, did they do your
11 taxes either for your -- including yourself and/or
12 Northern Realty Group till 2020?

13 A They -- they would have done my business and
14 personal returns, but I don't recall when I ceased
15 working with them. It would've -- I know that it
16 would've been a year or two after they rebranded.

17 Q And in 2020 did Northern Realty Group cease
18 doing business?

19 A Yes.

20 Q Now, Northern Realty Group, were they mainly
21 focused on residential sales?

22 A We did residential and commercial.

23 Q Do you remember the profits for Northern
24 Realty Group for any of the years of 2013 to 2020?

25 A I don't recall the income. I recall that I

1 successfully grew the business and that it made -- it
2 trended to make more than the previous year.

3 Q And during this time period, were you
4 selling or representing sellers or buyers and
5 residential and commercial properties?

6 A Yes.

7 Q What was -- up until this time that you had
8 your brokerage license, how many commercial properties
9 had you been a part of either for the seller or the
10 buyer that closed?

11 A I don't recall. I'd have to go --

12 Q More than a hundred?

13 A I don't think more than a hundred. That's
14 quite a bit.

15 Q When you say "commercial real estate," are
16 you talking about in like an office building?

17 A The office or retail or -- that was mostly
18 what my focus was, was office and retail.

19 Q What was the largest commercial building as
20 far as value that you'd sold during this time period?

21 A Selling the Magnolia Medical Arts building
22 was a notable transaction.

23 Q And is that a public figure, the amount that
24 it sold for?

25 A I don't recall.

1 MR. COTTEN: Mr. McDaniel, when you can
2 get to a good breaking point, we've been going for an
3 hour now.

4 MR. MCDANIEL: I am at a good breaking
5 point.

6 MR. COTTEN: Okay. Let's take a break.

7 THE OFFICER: Okay. The time is 10:58
8 a.m. We are now off the record.

9 (Off the record.)

10 THE OFFICER: The time is 11:16 a.m.
11 We are now back on the record.

12 BY MR. MCDANIEL:

13 Q Mr. Northern, we took a short break here and
14 we're going to get back to questioning. Still talking
15 about Northern Realty Group, during that time period,
16 did you do any developments?

17 A No.

18 Q Did you sell any vacant lots at existing
19 developments?

20 A Can you repeat the prior question?

21 Q Had you done any developments at this time
22 period?

23 A When I -- I was invested in -- I'll just say
24 yes.

25 Q And tell me about that. Was it just one

1 time or is it multiple times?

2 A Multiple times.

3 Q Tell me what the word or the term
4 "development" means.

5 MR. COTTEN: Objection. Form. Go
6 ahead and answer.

7 THE WITNESS: It's the -- there's a lot
8 of components to it. It requires oftentimes raising
9 capital, entitlement work, getting studies done.
10 BY MR. MCDANIEL:

11 Q So for property development, that's
12 everything that you understand that development
13 includes?

14 A It depends upon the project.

15 Q What's the factor that it depends on?

16 A There are -- what type of development. If
17 you are working with raw land or an infrastructure or
18 vertical development, physically building buildings.

19 Q Anything else regarding property
20 development?

21 A It can include public meetings and
22 engineers, architects, environmental specialists,
23 designers.

24 Q Now, you mentioned that a property -- well,
25 let me ask this, to you, what is a property developer?

1 A One who invests in and entitles land and
2 installs infrastructure and/or one who builds a
3 building or --

4 Q So when you say "invest money," is that the
5 developer's money or does he raised capital in your --
6 because previously you said "raise capital."

7 A It can be both.

8 Q Do you agree with me that a property
9 developer comes in many different forms?

10 A No. I think there's two types of
11 developers. There's horizontal developers and
12 vertical developers.

13 Q Tell me what your definition of a horizontal
14 developer.

15 A One that acquires land and designs and
16 builds utilities and roads.

17 Q What's your definition of a vertical
18 developer?

19 A One that buys a pad site with or without
20 utilities and builds a physical building.

21 Q In a residential development, wouldn't
22 somebody who buys the pad and builds the structure,
23 homes, that'd be called a home builder; correct?

24 A That if a -- I think home builders are hired
25 by a client, oftentimes. It depends if they're -- if

1 the builder is building something speculatively or if
2 they've been hired to do so. But the individual
3 building the home, I would consider a home builder.

4 Q So if there's a development that has all the
5 infrastructure in there and there's just pad sites and
6 a home builder comes in and buys ten pads, ten lots
7 with pads on them, and they come in and they -- they
8 build to spec homes and puts the other lots up for
9 sale with the purpose of building the house, are they
10 a developer or are they a home builder?

11 A I think they can be -- they're certainly a
12 home builder 'cause they built a home. I think
13 you -- one can argue they could be referred to as a
14 developer.

15 Q Would they be a vertical developer or just a
16 developer?

17 A It depends on one's definition, I guess.

18 Q It can mean different things to different
19 people; right?

20 A It can.

21 Q Now, the term "vertical developer," where
22 did you learn that term?

23 A I don't recall.

24 Q When did you first know the term "vertical
25 development"? Was it in the last five years, or was

1 it before then?

2 A I don't recall when I first heard that --
3 learned that phrase.

4 Q In any of your certifications or licenses,
5 have you ever been taught about vertical and
6 horizontal developers?

7 A In any of my -- can you repeat the question?

8 Q Yeah. I'd already moved on in my mind.
9 Let's see.

10 MR. MCDANIEL: Can you read the
11 question back?

12 THE OFFICER: Yes, sir. Please stand
13 by.

14 (The officer repeated the record as
15 requested.)

16 THE WITNESS: Yes.

17 BY MR. MCDANIEL:

18 Q Which classes or certifications or license
19 did you learn that at?

20 A I'll say when I received my CCIM.

21 Q And there was discussion in their classes or
22 books regarding vertical and horizontal developments
23 or developers?

24 A Generally.

25 Q What does that mean?

1 A I don't recall if they explicitly used those
2 terms. But development was a topic.

3 Q Does a developer, do they sell the homes,
4 they built the homes?

5 A Not typically, no.

6 Q As you sit here today, other than the
7 subject of this lawsuit, how many developments have
8 you done?

9 A I'm -- do you include renovations in that?

10 Q I'm asking you. You can answer it however
11 you want.

12 A Yeah. I had not done any horizontal
13 development nor vertical development. I had renovated
14 existing buildings and homes.

15 Q Have you ever represented yourself as a
16 developer for horizontal and vertical prior to today?

17 A Yes.

18 Q And did you do that regarding the property
19 that's subject to this lawsuit?

20 A Yes.

21 Q Why did you do that?

22 A Because that was my role.

23 Q You agree with me that you represented that
24 you have no experience with horizontal or vertical
25 development, yet you represented yourself as one. The

1 decision to represent you yourself as developer was
2 your own; correct?

3 MR. COTTEN: Objection. Form.

4 THE WITNESS: Could you repeat the
5 question?

6 MR. MCDANIEL: Correct. Sure.

7 BY MR. MCDANIEL:

8 Q Your role you did -- wait. Strike that.
9 You represented yourself as a developer because it was
10 your role; correct?

11 A It was Crescendo Development through
12 Woodhaven, Concerto No. 1, LP, that was the horizontal
13 developer.

14 Q Who did you represent that you were a
15 developer to?

16 A Say the residents of Woodhaven.

17 Q And you represented yourself as a developer
18 to the residents of Woodhaven, although you have no
19 actual experience in horizontal or vertical
20 developing; correct?

21 A It was my first time where I would be
22 including acquisition entitlements and planning and
23 ultimately building out infrastructure. Sure.

24 Q A little distinction. But you represented
25 yourself as having experience as a horizontal and

1 vertical developer to the residents of Woodhaven;
2 correct?

3 MR. COTTEN: Objection. Form.

4 THE WITNESS: No. I don't believe I
5 did. I aid it was my role. I don't believe I ever
6 said I had experience doing it before.

7 BY MR. MCDANIEL:

8 Q And your role according to who?

9 A My role -- I don't understand the question.

10 Q Well, you said you represented that you were
11 a developer because it was your role; correct?

12 A Correct.

13 Q And it was your role according to who?

14 A I'd say the generally accepted description
15 of what a horizontal developer is.

16 Q Who gave you the role that you were in when
17 you told the residents of Woodhaven that you were a
18 developer?

19 MR. COTTEN: Objection. Form.

20 THE WITNESS: Who gave me the role? I
21 owned the company, the general partner so.

22 BY MR. MCDANIEL:

23 Q I'm sorry. Say it --

24 A I owned the general partnership, so I guess
25 you could say because I was doing the tasks of a

1 horizontal developer, it is safe to say that I -- I
2 could represent that 'cause those were the tasks being
3 done.

4 Q Do you believe people thought you had -- of
5 Woodhaven thought that you had experience?

6 MR. COTTEN: Objection. Form.

7 THE WITNESS: I don't know what they
8 thought.

9 BY MR. MCDANIEL:

10 Q And you never led them to believe, whether
11 you said experience or not, you never led them to
12 believe that you had prior experience in horizontal
13 and vertical developments?

14 MR. COTTEN: Objection. Form.

15 THE WITNESS: Could you repeat that?

16 MR. MCDANIEL: Repeat the question.

17 THE OFFICER: Please stand by.

18 (The officer repeated the record as
19 requested.)

20 MR. COTTEN: Same objection.

21 THE WITNESS: I -- I shared with them
22 my past experience as a real estate broker and that I
23 had -- the limited partnership acquired the land and
24 we were entitling it to then sell to vertical
25 developers.

1 BY MR. MCDANIEL:

2 Q Did you lead the residents of Woodhaven to
3 believe that you had experience in the vertical and
4 horizontal development --

5 MR. COTTEN: Objection.

6 BY MR. MCDANIEL:

7 Q -- for the development of Woodhaven?

8 MR. COTTEN: Objection. Form.

9 THE WITNESS: They arrived at their own
10 conclusions. I gave them my past work experience and
11 told them the plan I was working on.

12 BY MR. MCDANIEL:

13 Q And you needed them to believe you; correct?

14 MR. COTTEN: Objection. Form.

15 THE WITNESS: Not necessarily.

16 BY MR. MCDANIEL:

17 Q Well, you needed their approval or support
18 in order to get the zoning changes?

19 A I needed the city council's support.

20 Q And the city council relied on who?

21 A The zoning commission.

22 Q And who did the city council and the zoning
23 commission listen to come to their conclusions?

24 A You would have to ask them.

25 Q Don't you --

1 A I know they received a staff report from
2 city staff.

3 Q Don't you report -- I'm sorry. Go ahead.

4 A They would've received a staff report that
5 they would -- would've informed their decision.

6 Q Isn't it true though that the residents of
7 Woodhaven have a say or at least the right to publicly
8 speak at these meetings of the zoning and the city
9 council?

10 A Yes.

11 Q Isn't it even encouraged by them that you go
12 out to the neighborhood and have public meetings so
13 that you can get support?

14 A It's encouraged to go out and speak with the
15 community so that they have awareness.

16 Q And you wanted their support of the project
17 that you were doing at Woodhaven?

18 A Yes.

19 Q And several times your project was rejected
20 by the zoning, and they told you to actually get more
21 support and come back.

22 A That's not --

23 Q Correct?

24 A No, that is not correct.

25 Q Was it important to have the neighborhood

1 associations around Woodhaven to get a pass on your
2 project?

3 A It's helpful to have letters of support.

4 Q Could you have done it without the support
5 of the residents in Woodhaven?

6 A I don't know.

7 Q Isn't it true if the majority of the
8 residents in Woodhaven were opposed to your project,
9 it's very likely that it would not have been approved?

10 A I don't know that either.

11 Q Well, I will submit that experienced
12 developers know that they are -- the residents of a
13 certain area is necessary. That's why they post signs
14 out so that they can hear from the residents in the
15 area. Do you agree with that or not?

16 MR. COTTEN: Objection. Form.

17 THE WITNESS: Could you repeat the
18 question again?

19 THE OFFICER: Please stand by.

20 (The officer repeated the record as
21 requested.)

22 MR. COTTEN: Form.

23 THE WITNESS: I would say it's not
24 necessary. I would say it is helpful.

25 //

1 BY MR. MCDANIEL:

2 Q Mr. Northern, you are a member of the zoning
3 commission, planning and zoning commission; correct?

4 A The zoning commission.

5 Q And how many years were you on the zoning
6 commission?

7 A Eight years.

8 Q And did you eventually become the chairman?

9 A Yes.

10 Q And how many years did you hold that
11 position?

12 A I think three.

13 Q And when you had meetings for the zoning
14 commission, were those -- when decisions were made,
15 were those in private or public?

16 A Public.

17 Q And when there were in the public, would
18 there be opportunities for the public to speak?

19 A Yes.

20 Q And as a chairman, would you take into
21 consideration what the people said regarding a certain
22 item that was on the agenda?

23 A Yes.

24 Q And you agree with me that it's important
25 what the residents of an area say about a certain item

1 on the agenda?

2 MR. COTTEN: Objection. Form.

3 THE WITNESS: Not necessarily.

4 BY MR. MCDANIEL:

5 Q So you don't think when the public speaks
6 it's important?

7 MR. COTTEN: Objection. Form.

8 THE WITNESS: It depends upon what
9 they're saying.

10 BY MR. MCDANIEL:

11 Q I agree, but I didn't say what they're
12 saying. I'm saying when people speak, isn't it
13 important to listen to them to make a decision on the
14 item on the agenda?

15 A That is one of many variables.

16 Q But it's one of them; correct?

17 A Correct.

18 Q Okay. So during the time of Northern Realty
19 Group, did you hire any lawyers during this time
20 period for the company or related to the company?

21 A Not that I recall.

22 Q What happened in 2020?

23 MR. COTTEN: Objection.

24 BY MR. MCDANIEL:

25 Q Did you create a new company?

1 A In 2020, Northern Crain Realty was created.

2 Q Well, previously you said, and I may be
3 wrong, that Northern Realty Group was between 2011 and
4 2020.

5 A What was the question?

6 Q It's not a trick question, just so you know.

7 A Okay.

8 Q When we were talking about Northern Realty
9 Group --

10 A Okay.

11 Q -- I wrote down, perhaps incorrectly, but I
12 wrote down that you said that that was in existence
13 being Northern Realty Group from 2011 to 2020. Are
14 those the right dates?

15 A I believe so.

16 Q So in 2020 Northern Realty Group, did it
17 cease operations or did it merge?

18 A That is when WNC was created by merging the
19 assets of Northern Realty Group and RJ Williams
20 Company.

21 Q And what was the name of the entity, legal
22 name that was created or created by merging?

23 A There were three companies: Williams
24 Northern Crain Residential, Williams Northern Crain
25 Commercial, Williams Northern Crain Property

1 Management.

2 Q And who were the members and managers or
3 member managers of these companies?

4 A Ty Williams and myself.

5 Q And the two of you own those companies
6 50-50?

7 A That's correct.

8 Q And those companies were created in 2020;
9 correct?

10 A I don't recall if it was 2019 or 2020, but
11 around that time.

12 Q What made you choose to merge Northern
13 Realty Group with RJW?

14 A A variety of reasons.

15 Q Would declining sales for Northern Realty
16 Group, would that be one of them?

17 A No. No. To focus on commercial, to grow a
18 business, but really to focus on commercial.

19 Q Now, when you merged the assets, what assets
20 did Northern Realty Group have that they merged?

21 A Our real estate agents and our listings
22 mostly.

23 Q Was there any cash or assets transferred?

24 A There would've been some cash that -- to
25 start the new venture.

1 Q Do you recall how much that was?

2 A I don't recall.

3 Q Was it less than 15,000?

4 A I don't recall.

5 Q Was it a hundred thousand?

6 A It was not that much.

7 Q Was it less than 25,000?

8 A I -- it was around there.

9 Q During the time that you were in Northern
10 Realty Group, had you taken out any loans for the
11 business?

12 A No.

13 Q Did you take out any loans to help yourself
14 with the business?

15 A No.

16 Q And so when you merged with RJW, how many
17 agents did you bring?

18 A Approximately 15, 15 to 20.

19 Q As you sit here, you don't know whether it's
20 the exact number, you just know it's between 15 and
21 20?

22 A I believe that's correct.

23 Q So the name -- strike that. The companies
24 that were created between Northern Realty Group and
25 RJW, those were LLC entities?

1 A Correct.

2 Q Did you create the legal documents?

3 A No.

4 Q Did Ty Williams, did he create the legal
5 documents?

6 A No.

7 Q Who created the legal documents for these
8 entities?

9 A I believe that Tyler Goldthwaite created the
10 drafts.

11 Q Okay. And who hired Tyler Goldthwaite to
12 create these documents?

13 A I would've hired him.

14 Q Did he charge you for creating those
15 documents?

16 A I'm sure he did.

17 Q Did you pay his bill?

18 A Yes.

19 Q Did you pay it out of your personal account,
20 or did you pay it out of the company account?

21 A I don't recall.

22 Q How many bills have you received from Tyler
23 Goldthwaite since you've become a real estate agent?

24 A I don't recall.

25 Q More than 20?

1 A Between ten and 30. It wouldn't be that
2 many.

3 Q And those bills that were received from
4 Mr. Goldthwaite, those bills, were they, any of them,
5 related to the subject of this lawsuit?

6 A Any -- are any of Tyler Goldthwaite's bills
7 related to this lawsuit?

8 Q Let me rephrase. You said since you became
9 a real estate agent, you've received ten to 15 bills
10 from Tyler Goldthwaite; correct?

11 A Real estate agent. Yes.

12 Q I'm sorry. You said 15 to 20.

13 A Okay.

14 Q Is that -- which one is it? I'm sorry. I
15 wrote down that you said 15 to 20.

16 A I -- I don't recall how many invoices I've
17 gotten from Tyler, but in over the course of years.

18 Q How many bills or an estimated bills before
19 Woodhaven did you receive from Tyler Goldthwaite?

20 A I -- I don't recall. I mean, Tyler
21 represented me in the creation and dissolution of WNC,
22 but I don't know how many invoices I received.

23 Q Do you still have those invoices?

24 A I don't recall. I'd have to go look.

25 Q Now, when he represented you during the

1 creation of WNC, you were a member of Northern Realty
2 Group; correct?

3 A Correct.

4 Q And part of what Tyler Goldthwaite was doing
5 was merging Northern Realty Group with RJW; correct?

6 MR. BLAIES: Objection. Form.

7 THE WITNESS: I would say that's not
8 correct. The WNC companies were new entities created.
9 BY MR. MCDANIEL:

10 Q And so -- okay. So they were new entities
11 and you were not a member of -- wait. Let me strike
12 that. You were represented by him individually
13 because Northern Realty Group was not being merged
14 with WNC?

15 A Tyler Goldthwaite represented me
16 individually.

17 Q Because -- and not as a member of Northern
18 Realty Group because it was not merged into WNC?

19 A To the best of my recollection, yes.

20 Q You said that Mr. Goldthwaite had created
21 the documents for WNC; correct?

22 MR. BLAIES: Objection. Form.

23 BY MR. MCDANIEL:

24 Q The drafts form. I'm sorry.

25 A I -- to the best of my ability, I -- that's

1 what I recall.

2 Q Were the documents changed at any time after
3 that?

4 A Yes.

5 Q And who changed those? Who was the person
6 that changed those documents?

7 A There were many people editing the company
8 agreements: Ty Williams, his attorney, and Michael
9 Crain and Garette Amis.

10 Q Was Michael Crain a member of WNC?

11 A No.

12 Q The sole members of WNC was yourself and Ty
13 Williams; correct?

14 A Correct.

15 Q And you merged so you could focus on
16 commercial real estate; correct?

17 A We formed three new entities. I was the
18 head of the commercial brokerage.

19 Q And how long was WNC in existence? When I
20 say "WNC," I'm talking about all the entities.

21 A About one year.

22 Q Now, as the head of the WNC company that did
23 commercial real estate, how did it go? Was it
24 profitable?

25 MR. COTTEN: Objection. Form.

1 THE WITNESS: We had a lot of
2 challenges. A lot of agents left when we created the
3 company, a lot of my agents left, and it was not long
4 after the pandemic started, so it was challenging.

5 BY MR. MCDANIEL:

6 Q So after a year, WNC, was it -- what
7 happened to the company WNC after there was a split?
8 Or the companies.

9 A I acquired the commercial brokerage and the
10 property management company, and Ty Williams acquired
11 the residential company.

12 Q So I'll just call it "the split." Ty
13 Williams got the residential company as sole member;
14 correct?

15 A Uh-huh.

16 Q Is that a yes?

17 A Yes.

18 Q You received the property management and the
19 commercial real estate companies as sole member?

20 A I believe that's what happened.

21 Q And I'm assuming this would be in 2021;
22 correct? Or thereabouts.

23 A This would've been in 2020. They were
24 formed or beginning to form in 2019.

25 Q And at some point, did you create another

1 entity?

2 A Yes.

3 Q What entity was that?

4 A Northern Crain Realty and Northern Crain
5 Property Management LLC.

6 Q And what year was that?

7 A In 2020, they weren't new companies. They
8 were rebranding and modifying the WNC entities.

9 Q They essentially went -- the commercial WNC
10 and the property management WNC became the Northern
11 Crain Realty and the Northern Crain Property
12 Management; correct?

13 A That's correct.

14 Q And who created the documents for that
15 change from WNC to NCR?

16 A I believe that was Tyler Goldthwaite.

17 Q Did Michael hire him, Mr. Crain?

18 A I'm sorry?

19 Q I'm sorry. Did Mr. Crain hire Tyler
20 Goldthwaite?

21 A No. I hired Tyler Goldthwaite. He
22 represented me.

23 Q And you hired him to take the WNC entities
24 and turn them into the NCRs; correct?

25 MR. BLAIES: Objection. Form.

1 THE WITNESS: I hired him to
2 dissolve -- facilitate the WNC separation from Ty
3 Williams and then to amend the company agreements into
4 Northern Crain companies.

5 BY MR. MCDANIEL:

6 Q And while Mr. Goldthwaite was amending those
7 WNC documents, you were the 100 percent member of
8 those entities; correct?

9 A Can you repeat that question?

10 (The officer repeated the record as
11 requested.)

12 MR. COTTEN: Objection. Form.

13 THE WITNESS: I believe that's correct.

14 BY MR. MCDANIEL:

15 Q It was you who authorized the WNC entities
16 that you were the a hundred percent or sole member of
17 to be merged or to in effect become NCR companies?

18 MR. COTTEN: Objection. Form.

19 THE WITNESS: I hired Tyler to amend
20 the WNC company agreements into Northern Crain Realty
21 and Northern Crain Property Management.

22 BY MR. MCDANIEL:

23 Q And you had the authority to do that how?

24 A As a member of the companies.

25 Q Who created the operating agreements for the

1 two NCR companies?

2 A When you say "operating agreement," do you
3 mean company agreement?

4 Q Yes, I apologize. Company agreement.

5 A Believe that was Tyler Goldthwaite.

6 Q And did he charge for his work that he did
7 on the WNC documents, which he amended and the work
8 that he did in creating the NCR documents?

9 A I'm sure he did, yes.

10 Q Was that bill paid?

11 A I'm sure it was.

12 Q When those documents were signed by you and
13 Mr. Crain, whose office did those signatures take
14 place in?

15 A I think we went to my attorney's office, to
16 Tyler's office to sign it.

17 Q Have you reviewed the company agreements for
18 NCR prior to signing?

19 A Yes.

20 Q And do you agree that those documents were
21 signed by you and Mr. Crain?

22 A Yes.

23 Q Who created the company agreement for the
24 Northern Crain?

25 A I don't recall.

1 Q Any chance you could have created that
2 document?

3 A I'm sure there is a chance.

4 MR. MCDANIEL: I'm getting copies for
5 you guys, so just bear with me, please.

6 MR. COTTEN: Sure.

7 MR. MCDANIEL: -- agreements for
8 Northern Crain Realty. I going to go ahead and mark
9 all three of these for efficiency.

10 MR. COTTEN: Thank you. This is Number
11 2?

12 MR. BLAIES: It's a copy. Okay. Thank
13 you. I appreciate it.

14 MR. MCDANIEL: Exhibit 2 and then --
15 (Exhibit 2 was marked for
16 identification.)

17 THE OFFICER: This is 3?

18 MR. MCDANIEL: Three.
19 (Exhibit 3 was marked for
20 identification.)

21 MR. MCDANIEL: Okay. There's Exhibit
22 3.

23 MS. AMIS: Can you take the last page
24 out?

25 MR. MCDANIEL: Exhibit G. Okay.

1 MS. AMIS: Thank you.

2 MR. MCDANIEL: And Exhibit 4.

3 (Exhibit 4 was marked for
4 identification.)

5 BY MR. MCDANIEL:

6 Q Okay. Mr. Northern, I've handed you Exhibit
7 2, which is the Northern Crain Realty, LLC, company
8 agreement; Exhibit 3, the Northern Crain, LLC, company
9 agreement; Exhibit 4, the Northern Crain Property
10 Management, LLC, company agreement. Do you see those?

11 A Yes.

12 Q Can you look at Exhibit 2, which should be
13 the Northern Crain Realty Company agreement? Do you
14 see on the second page the recitals?

15 A Yes.

16 Q Do you see on the third "whereas" where it
17 says "On October 16, 2020, Ty Williams and Carmen
18 Williams executed an assignment in conveyance of all
19 the right title and interests in the membership
20 interest of the company to Will Northern"?

21 A I do.

22 Q And that's where you received or you became
23 the sole member?

24 A Yes.

25 Q Under that it says "Whereas on October 22,

1 2020, William Northern, as the sole remaining member
2 of the company, approved the admission of Michael
3 Crain as a new member of the company." Did I read
4 that correctly?

5 A You did.

6 Q On the last "whereas" it says "The members
7 of Northern Crain Realty, LLC, now desire to enter
8 into this amended and restate company agreement to
9 amend and restate the company's membership role and
10 sharing ratios and to establish the terms and
11 conditions under which the company will be governed
12 henceforth." Did I read that correctly?

13 A Yes.

14 Q What does that mean to you?

15 A It is changing the membership role and
16 ratios of ownership of the company.

17 Q And to establish --

18 A The terms and conditions under which the
19 company will be governed.

20 Q What does that mean to you?

21 A How the company -- the rules, the -- this
22 was the agreement, the terms under which we agreed to
23 go into business.

24 Q And "we" would be you and Michael Crain?

25 A Correct.

1 Q And the terms would be what is said in this
2 Exhibit 2; correct?

3 A Correct.

4 MR. COTTEN: Objection. Form.

5 BY MR. MCDANIEL:

6 Q What do you believe the company agreement
7 does on a day-to-day basis between members of the
8 Northern Crain Realty, LLC?

9 MR. COTTEN: Objection. Form.

10 THE WITNESS: Are you asking how the
11 company agreement --

12 BY MR. MCDANIEL:

13 Q Let me ask it this way.

14 A Okay.

15 Q Do you agree that the company agreement, and
16 right now we're talking about Northern Realty -- I'm
17 sorry -- Northern Crain Realty -- and I'm going to
18 refer to as NCR for this purpose now -- that that
19 guides how you conduct yourself with Michael Crain and
20 with the public. Do you agree with that?

21 MR. COTTEN: Objection. Form.

22 THE WITNESS: I would say it governs
23 how the company is to be operated and establishes how
24 the company is to be operated, simply put.

25 //

1 BY MR. MCDANIEL:

2 Q Do you believe the company agreement tells
3 you how or what you can or can't do when it comes to
4 the public?

5 MR. COTTEN: Objection. Form.

6 THE WITNESS: I don't understand what
7 you mean by "the public."

8 BY MR. MCDANIEL:

9 Q Can you turn to page 5 and look at 2.03?
10 It's titled "Registered Office and Registered Agent."
11 What is 650 May Street, Fort Worth, Texas 76104?

12 A I think that was the former RJ Williams or
13 is RJ Williams Company, but I'm not certain on that.

14 Q Further down, 2.05, and it's subtitled
15 "Purposes," can you read that out loud, please?

16 A "Purposes: the primary purposes of the
17 company shall be any lawful purposes which may be
18 undertaken by the company in accordance with
19 applicable law, including but not limited to
20 residential and commercial real estate brokerage,
21 property management, and ownership of various real
22 estate assets."

23 Q You understood that when you read these
24 documents that 205 was saying it was including but not
25 limited to residential and commercial real estate

1 brokerage, property management, and ownership of
2 various real estate assets?

3 MR. COTTEN: Objection. Form.

4 THE WITNESS: Yes.

5 BY MR. MCDANIEL:

6 Q Okay. Can you turn to page 7? I am sorry.
7 Can you turn to page 12, and it's article 6 of Exhibit
8 2. Have you read this portion before?

9 A I'm sure I have.

10 Q And I'll just read, it says "Management by
11 members" -- and if I read it incorrectly, tell me --
12 "The members shall have the sole and exclusive control
13 of the management business and affairs of the company
14 and the members shall make all decisions and take all
15 actions for the company as approved by unanimous
16 consent of the members not otherwise provided for this
17 agreement, including without limitation the
18 following."

19 I'm going to go down to B, it says "Except
20 as otherwise expressly provided herein the unanimous
21 approval of the members shall be required prior to the
22 company engaging in any of the following activities
23 each a 'major decision,' I, acquisition or sale of
24 real or personal property." You agree with that
25 condition; correct?

1 MR. COTTEN: Objection. Form.

2 THE WITNESS: If the company was to
3 choose to acquire property, it would require unanimous
4 approval.

5 BY MR. MCDANIEL:

6 Q Unanimous means you and Michael would have
7 to agree?

8 A Correct.

9 Q Go down to Roman numeral 6. "The company's
10 engagement directly or indirectly in any new business
11 unrelated to the business and purpose of the company."
12 What does that mean to you?

13 MR. COTTEN: Objection. Form.

14 THE WITNESS: If Northern Crain Realty
15 was to set off to expand its business activities, it
16 would need consent of all of the members.

17 BY MR. MCDANIEL:

18 Q Going down to Roman numeral 8. "Entering
19 into any agreement, which by its terms would violate
20 this agreement or would expressly restrict the
21 company's performance of its obligations pursuant to
22 this agreement or this act." Did I read that
23 correctly?

24 A I believe you did.

25 Q And you would agree that entering into any

1 agreement, which by its terms would violate this
2 agreement, would need to have a unanimous consent by
3 you and Michael, Mr. Crain; is that correct?

4 MR. COTTEN: Objection. Form.

5 THE WITNESS: If the company was to --
6 let's see. So "Entering into any agreement, which by
7 its terms would violate this agreement or would
8 expressly restrict the company's performance of its
9 obligations pursuant to this agreement or the act,
10 that would require unanimous consent."

11 BY MR. MCDANIEL:

12 Q Do you agree with that?

13 MR. COTTEN: Objection. Form.

14 MR. MCDANIEL: State your objection.

15 MR. COTTEN: The document speaks for
16 itself.

17 MR. MCDANIEL: Go ahead.

18 THE WITNESS: Yes.

19 BY MR. MCDANIEL:

20 Q Going to the last one, it's number 13, and
21 can you read that out loud, please?

22 A "Entering into any contracts or agreements
23 with third parties for the acquisition, development,
24 construction, management, leasing, and/or disposition
25 of real estate and improvements located or to be

1 located thereon."

2 Q You violated this agreement, didn't you?
3 This portion.

4 MR. COTTEN: Objection. Form.

5 THE WITNESS: No.

6 BY MR. MCDANIEL:

7 Q Well, you said Woodhaven's a development;
8 correct?

9 A It's a horizontal development.

10 Q But it's a development; correct?

11 A This business is a real estate brokerage.

12 Q No. I'm asking what the terms of the
13 company agreement that you signed and Mr. Crain
14 signed. It says "Entering into any contract or
15 agreements with third parties for acquisition,
16 development, construction, management, leasing, and/or
17 disposition of real estate and improvements located or
18 to be located thereon."

19 A The Woodhaven --

20 Q You acquired property or Woodhaven
21 properties; correct?

22 MR. COTTEN: Objection. Form.

23 THE WITNESS: The limited partnership
24 acquired the property.

25 //

1 BY MR. MCDANIEL:

2 Q And the company that's a limited
3 partnership, who are the members of that company?

4 MR. COTTEN: Objection. Form.

5 THE WITNESS: Believe I've signed a
6 nondisclosure there, so I don't know if I'm at liberty
7 to share that.

8 MR. COTTEN: Yeah. I'm going to
9 instruct the witness to not identify those persons
10 that have nothing to do with this lawsuit, and you
11 non-suited those persons. This is harassment.

12 BY MR. MCDANIEL:

13 Q Mr. Northern, are you saying that you
14 while -- strike that. While this company agreement
15 was in effect, did you enter into any contracts or
16 agreements with third parties for the acquisition of
17 property?

18 MR. COTTEN: Objection. Form.

19 THE WITNESS: I created a new company
20 that is a different -- in a different line of work to
21 do a horizontal development project.

22 MR. MCDANIEL: While --

23 THE WITNESS: It's not a competing
24 business with this.

25 //

1 BY MR. MCDANIEL:

2 Q While Exhibit 2 was in effect; correct?

3 A Yes.

4 Q And the company that you formed to acquire
5 the property is what? What's the name?

6 A Woodhaven, Concerto No. 1, LP.

7 Q And that is the company that you formed that
8 acquired the property?

9 A Correct.

10 Q Have you engaged -- well, strike that. You
11 didn't discuss with Mr. Crain prior to the acquisition
12 of the Woodhaven property, did you?

13 MR. COTTEN: Objection. Form. Would
14 you repeat that question? I didn't understand what
15 you're asking.

16 BY MR. MCDANIEL:

17 Q Looking at Exhibit 2, 6.01, Roman numeral 13
18 "Entering into any contractor agreements with third
19 parties for the acquisition or disposition of real
20 estate." Did you talk to Michael Crain about the
21 acquisition of Woodhaven before it was acquired by the
22 company you formed?

23 A I made Michael aware of Crescendo
24 Development prior to pursuing the acquisition of the
25 property. And he did not object.

1 Q Did you tell him the property that was going
2 to be acquired?

3 A I don't recall.

4 Q Did you tell him that you created Crescendo
5 to exclude him and to try to get outside of the
6 company agreement?

7 A No.

8 MR. COTTEN: Objection. Form.

9 BY MR. MCDANIEL:

10 Q Have you or one of the companies you formed,
11 engaged and signed a contract with third parties for
12 the management of any property?

13 A Woodhaven, Concerto No. 1, LP, has hired
14 Northern Crain Property Management to manage -- to
15 provide management services.

16 Q Did that entity that you created, did it
17 sign a contract with a third party?

18 A If -- is Northern Crain Property Management
19 a third party?

20 Q Did Northern Crain authorize you to sign
21 that contract by unanimous consent?

22 A Did Northern -- did unanimous -- did all of
23 the members consent to sign a property management
24 contract with Woodhaven, Concerto No. 1, LP?

25 Q Yes.

1 A No.

2 Q Did you --

3 A It's not customary.

4 Q What's not customary?

5 A In signing management agreements to have
6 both members sign.

7 MR. COTTEN: Just to be thinking about
8 it, we've gone more than another hour and it's over
9 the lunch hour now. So when you get a convenient --

10 MR. MCDANIEL: Okay. Thank you.

11 MR. COTTEN: -- spot.

12 BY MR. MCDANIEL:

13 Q Have any of your companies, once in
14 possession of real estate, have they transferred or
15 sold or just disposed of property?

16 A Could you be more specific about which
17 entities?

18 Q During the term of this company agreement,
19 which we agree it's still in force, did you or any
20 companies that you formed outside of Northern Crain
21 dispose or transfer or sell any property to a third
22 company or third person?

23 A I sold a house this year and that is the
24 only property that I can think of that it sold.

25 Q And the commission went to Northern Crain

1 Realty; correct?

2 A It went through Northern Crain Realty.

3 Q What does that mean?

4 A It flowed through Northern Crain Realty to

5 me because -- yeah.

6 Q And did you split that commission?

7 A Not that one. Not for personal property,

8 no.

9 Q And that was personal property that you

10 owned?

11 A That's correct.

12 Q What's the address of that house?

13 A 1145 Mistletoe Drive.

14 Q And was that included in the exceptions that

15 were attached to the company agreement?

16 A I -- I don't know what you mean.

17 Q Well, there were certain companies that were

18 excluded from this agreement; correct?

19 A Yes.

20 Q And those --

21 A Can you tell me what paragraph that's on?

22 Q Well, it was an Exhibit A. It's your family

23 properties in San Saba. You don't recall what

24 companies were excluded from this agreement?

25 A Well, I -- I recall San Saba and HSS

1 Development. There is -- I don't know that it's here,
2 but.

3 Q My question was, was it included in the
4 exhibit to your knowledge sitting right now?

5 A To my knowledge, I don't know. There was a
6 agreement between Mr. Crain and myself such that any
7 property that we had ownership in commissions would
8 not be charged.

9 Q In fact, that's in the company agreement,
10 isn't it?

11 A That's what I'm not certain of. If it's in
12 the --

13 Q It's in the resolutions, I believe.

14 A Okay. A resolution.

15 Q And so --

16 A I wasn't sure if a resolution is part of an
17 agreement, the company agreement.

18 Q And so that portion of this company
19 agreement you relied on in order to take a hundred
20 percent of that commission; correct?

21 A Sure.

22 Q Is that a yes?

23 A Yes.

24 MR. MCDANIEL: All right. Let's take a
25 break again.

1 THE OFFICER: Okay. The time is 12:32
2 p.m. We are now off the record.

3 (Off the record.)

4 THE OFFICER: We are on the record at
5 one -- 1:17 p.m.

6 BY MR. MCDANIEL:

7 Q Mr. Northern, I have some further questions
8 regarding Exhibit 2, which is the company agreement
9 for Northern Crain Realty. And I'm focusing on
10 section 10 or article 10, which is the governance of
11 membership interest and specifically on page 18.

12 Now, in this case, you are asserting that
13 you made a valid buy-sell offer to Mr. Crain; correct?

14 A I did deliver a buy-sell to Mr. Crain
15 through Cotten Schmidt Law Firm.

16 Q I'm sorry. What are you referring -- what's
17 that highlighted? Is that an exhibit?

18 A This is a copy of --

19 Q Okay.

20 A -- the company agreement as well.

21 Q Okay. Yes. So that buy-sell agreement,
22 what was the offer that was made to Mr. Crain that you
23 allegedly made or you made?

24 A I got a valuation done of fair market value
25 and presented a cash purchase price offer.

1 Q And did that valuation include any of the
2 Woodhaven property through the various companies that
3 you created?

4 A It did not.

5 Q And the reason that they did not include
6 that?

7 A It -- that is not part of Northern Crain
8 companies.

9 Q Didn't we previously read where it said
10 "development"?

11 A That is Northern Crain Realty's option to do
12 that if the members agree. But Woodhaven, Concerto
13 No. 1, LP, is not part of Northern Crain Realty.

14 Q And that's because you chose to exclude
15 Northern Crain Realty; correct?

16 A I chose not to include Michael Crain in the
17 creation of those development companies.

18 Q And to exclude him from any profits of
19 those; correct?

20 A The limited partnership hired Northern Crain
21 Realty and Northern Crain Property Management so there
22 would be benefit in those companies that we owned
23 together.

24 Q When did they hire Northern Crain Realty?

25 A Let me think. I believe -- I have to look

1 at the date on the listing agreements and management
2 agreements, but I believe it was in 2024.

3 Q And who signed the listing agreement?

4 A I believe it was Margaret Lattimore and
5 myself.

6 Q And did you ever advise Mr. Crain of that
7 listing agreement?

8 A It would have come up at an executive team
9 meeting that the real estate brokerage would be
10 listing that land for sale.

11 Q Did you advise Mr. Crain of the listing
12 agreement?

13 A I don't recall specifically.

14 Q Were you there when you're alleging that
15 Mr. Crain became aware of the listing agreement?

16 A Mr. Crain was not present when the listing
17 agreement was signed. By participating in company
18 business, he would be aware that the companies
19 were -- the brokerage was going to be listing land for
20 sale.

21 Q But not only the listing agreements, but
22 there's a whole bunch of different money that's going
23 to be made with all these companies other than the
24 listings of them; correct?

25 MR. COTTEN: Objection. Form.

1 THE WITNESS: The limited partnership
2 will generate revenue through land sales.

3 BY MR. MCDANIEL:

4 Q In fact, you've gotten a check for what?
5 \$553,000 or somewhere around that?

6 A No, I have not.

7 Q Oh, have you not seen the document that says
8 that you received or to be paid \$153,000?

9 MR. COTTEN: Objection to form.

10 THE WITNESS: Can you show me the
11 document you're talking about?

12 MR. MCDANIEL: The subscription
13 agreement.

14 BY MR. MCDANIEL:

15 Q Are you aware of that document?

16 A Yes.

17 Q Does it say in there that you received
18 \$553,000?

19 A Believe it speaks to an estimate of
20 projected revenue.

21 Q All right. Let me see if I can pull that
22 up. And while she's looking for that, and that
23 revenue is 553,000 for who?

24 MR. COTTEN: If you don't mind, my
25 attention was diverted. What's the question pending?

1 BY MR. MCDANIEL:

2 Q It was the money in the subscription
3 agreement was for who?

4 A I would want to review it.

5 Q You don't recall?

6 A It was an estimate and I believe -- I don't
7 know if it was the subscription agreement or some SEC
8 filing or something. So no, I don't recall.

9 Q Well, who authorized the subscription
10 agreement?

11 A Authorized the subscription agreement? I
12 would imagine the limited partners that signed the
13 subscription agreements would've authorized them.

14 Q Who drafted it?

15 A The subscription agreement?

16 Q Uh-huh.

17 A Tyler Goldthwaite.

18 Q Hmm?

19 A Tyler Goldthwaite.

20 Q And did you know that he was drafting that
21 subscription agreement?

22 A Yes.

23 Q And you don't know if you were supposed to
24 be paid any of money out of the subscription
25 agreement?

1 A I knew that there would be revenue, but
2 there was -- was an estimate we didn't know how much
3 things would sell for.

4 Q What is the subscription agreement?

5 MR. COTTEN: Objection. Form.

6 THE WITNESS: Where investors subscribe
7 to an investment.

8 BY MR. MCDANIEL:

9 Q What does that mean to the jury? It sounds
10 like cable or something. Is that what it is?

11 A You, as a limited partner, you subscribe to
12 participate in an investment and with the
13 understanding that the sponsor has provided you with a
14 project that they're going to do in the hopes of
15 generating revenue.

16 Q And who's the sponsor?

17 A Crescendo Concerto No. 1 Management Company.

18 Q And who's the members of that company?

19 A Me.

20 Q So have you sold any of these subscriptions?

21 A Yes.

22 Q How many?

23 A I believe there were 17.

24 Q And is that how many that were offered?

25 A No.

1 Q How many were offered?

2 A I don't recall. I spoke with more than 17
3 people, but 17 people signed up.

4 Q Did you offer the investment in the -- or
5 the subscription to any Northern Crain entity?

6 A No.

7 Q Did you offer it to Michael Crain?

8 A No.

9 Q Did you even tell Mr. Crain about it?

10 A I told Mr. Crain about Crescendo
11 Development.

12 MR. MCDANIEL: Objection.

13 Nonresponsive.

14 BY MR. MCDANIEL:

15 Q Did you tell Mr. Crain about the
16 subscription agreement investment?

17 A I did not ask him to participate in the
18 investment.

19 Q Did you tell him that it even existed?

20 A He was aware of its existence --

21 Q Of the --

22 A -- when I told him of Crescendo Development
23 and then later when word -- when the acquisition was
24 complete and everyone -- it was in the news.

25 Q And in the news was news about the

1 subscription agreement, or are you saying that because
2 you told Mr. Crain about Crescendo, the company, that
3 that was enough notice?

4 A Oh, you're saying -- I got you.

5 MR. COTTEN: Objection. Form.

6 THE WITNESS: Well, Mr. Crain didn't
7 need notice.

8 BY MR. MCDANIEL:

9 Q Did you ever make him aware of this
10 subscription agreement?

11 A No. I did not invite him to subscribe into
12 the project.

13 Q Why did you exclude Mr. Crain and the NCR
14 entities?

15 MR. COTTEN: Objection. Form.

16 THE WITNESS: Well, it was not a
17 competing business first and foremost. And my
18 relationship with Mr. Crain had deteriorated through
19 the course of us doing business in the brokerage and
20 property management company. And I didn't want him to
21 be a part of it.

22 BY MR. MCDANIEL:

23 Q When did you decide that you were going to
24 do the Woodhaven properties?

25 MR. COTTEN: Objection. Form.

1 THE WITNESS: Did I decide -- that
2 would've been, gosh, I believe in 2023 if memory
3 serves me correctly. After -- after I had formed
4 Crescendo, then some time went on, like at minimum six
5 months I would venture to guess before then pursuing
6 Woodhaven.

7 BY MR. MCDANIEL:

8 Q So you decided to pursue Woodhaven after you
9 created Crescendo Development?

10 A Yes.

11 Q Why did you create Crescendo Development?

12 A I always wanted to start a development
13 company of my own, not always, but since my time on
14 zoning commission and just investing in real estate, I
15 wanted that to be a future step in my career.

16 Q Do you agree that the company agreement says
17 there has to be full disclosure?

18 A Which company agreement?

19 Q The one in Exhibit 2 that there's --

20 MR. COTTEN: Objection.

21 BY MR. MCDANIEL:

22 Q -- supposed to be full disclosure regarding
23 business activities.

24 MR. COTTEN: Objection. Form.

25 THE WITNESS: That's if the company --

1 if Northern Crain Realty does development. Northern
2 Crain Realty wasn't doing development.

3 BY MR. MCDANIEL:

4 Q Now, who told you that?

5 A It's in the company agreement.

6 Q Show me where.

7 A The paragraph that we were reviewing
8 previously.

9 Q Consent to -- maybe "Consent to competitive
10 activity"?

11 A No, not the "other dealings" paragraph if
12 that's what you mean. "Other dealings" specifically
13 says "Real estate brokerage and property management."

14 Q Oh, under --

15 A That's not the company I started.

16 Q So you're saying -- okay. Back up. You
17 read this, being the company agreement, and you
18 decided because you felt like it was not a competitive
19 activity that you could exclude Michael and you didn't
20 have to tell him about it and you could go start this
21 different business venture; correct?

22 A I informed Michael even before I formed
23 Crescendo Development that I was forming Crescendo
24 Development and he had no issue. That was a -- making
25 him aware of that issue.

1 Q Well, then you didn't fully disclose to him
2 the purpose of it; correct?

3 A Well, I didn't really need to. It wasn't a
4 competing business.

5 Q Okay. And that was the reason why you
6 believe it's not a competing business; correct?

7 A It's not a competing business 'cause it's
8 not a real estate brokerage or property management
9 company.

10 Q But apparently, developments sell real
11 estate; right?

12 A Developers do sell real estate.

13 Q And that's a competing business activity;
14 correct?

15 A No.

16 Q Okay.

17 A Real estate developers hire real estate
18 brokerages. Real estate brokerage represent the
19 developer.

20 Q Who gave you this advice? Who told you
21 this? Did you --

22 MR. COTTEN: Objection. Form.

23 BY MR. MCDANIEL:

24 Q Did you seek a lawyer's advice?

25 A In what?

1 Q In deciding what was and what was not
2 competitive activity.

3 A I read the company agreement, and it says --
4 MR. MCDANIEL: Objection.
5 Nonresponsive.

6 THE WITNESS: In black and white --

7 MR. MCDANIEL: Objection.
8 Nonresponsive.

9 THE WITNESS: Company business
10 activity.

11 BY MR. MCDANIEL:

12 Q Did you seek an attorney's advice on whether
13 or not what you were doing was part of the or included
14 in the competitive activity?

15 A I don't recall if that explicitly was
16 discussed. I know I read this provision 1303, "Other
17 dealings," and the company business activity to find
18 this real estate brokerage and property management.
19 And I was doing neither of those in forming Crescendo
20 Development.

21 Q Okay. You got your real estate license
22 initially so you could help in your family development
23 company; correct?

24 A No.

25 Q Okay. Now, why did you get your real estate

1 license?

2 A I needed to make money.

3 Q Oh, okay. Well, let the record reflect, I
4 believe you stated that was one of the reasons, but we
5 can look back at it.

6 A Okay.

7 Q Now, do you believe because it was not a
8 competitive business activity in your opinion that all
9 the other requirements of full disclosure are null and
10 void?

11 MR. COTTEN: Objection. Form.

12 THE WITNESS: If Northern Crain Realty
13 were going to do those activities, it would've taken
14 unanimous consent of the members, and Northern Crain
15 Realty was not doing that.

16 BY MR. MCDANIEL:

17 Q So you were the judge and jury as far as
18 Michael Crain in that decision; correct?

19 MR. COTTEN: Objection. Form.

20 THE WITNESS: I had no obligation to
21 make him aware of it.

22 BY MR. MCDANIEL:

23 Q And you didn't, did you?

24 A I did actually. I emailed him about the
25 creation of Crescendo Development.

1 Q And you told him about Woodhaven?

2 A At some time, yes. He learned about
3 Woodhaven. I don't know when.

4 Q Did it come from you?

5 A I don't know where he first learned about
6 it.

7 Q How about it's when Elijah came in, a
8 Northern Crain client that you represented and you
9 took confidential information to use it to do a
10 foreclosure; correct?

11 MR. COTTEN: Objection. Form.

12 BY MR. MCDANIEL:

13 Q Correct?

14 A No. To clarify, Elijah and I never had a
15 signed representation agreement.

16 Q Did you ever talk to -- wait. Do you
17 believe there has to be a signed agreement in order
18 for you to receive confidential information from a
19 real estate client?

20 A Will you repeat that?

21 Q Are you sitting here telling us that you
22 have to have a signed agreement for there to be
23 confidentiality with things that you receive or
24 information you receive from someone that comes in
25 your office and visits with you?

1 MR. COTTEN: Objection. Form.

2 THE WITNESS: Signing the exclusive
3 representation agreement does create that to the best
4 of my knowledge.

5 BY MR. MCDANIEL:

6 Q Did you have conversations --

7 MR. COTTEN: Were you -- wait a minute.
8 Were you finished with your answer?

9 THE WITNESS: Yes.

10 MR. COTTEN: Okay. Sorry.

11 BY MR. MCDANIEL:

12 Q Did you have conversations with Elijah De La
13 Garza?

14 A Yes.

15 Q Did you have meetings at the Northern Crain
16 office?

17 A With Elijah?

18 Q Uh-huh.

19 A I don't believe so.

20 Q Did you have any meetings with him?

21 A Yes.

22 Q How many?

23 A I don't recall exactly, but I'll venture
24 three.

25 Q And where did those meetings take place?

1 A At his office.

2 Q And you met with him as a broker from
3 Northern Crain Realty; correct?

4 A Yes.

5 Q And during those conversations, did he
6 disclose information regarding Woodhaven to you?

7 A Most of what we talked about were properties
8 he was seeking to acquire.

9 MR. MCDANIEL: Objection.

10 Nonresponsive.

11 BY MR. MCDANIEL:

12 Q During that meeting with Elijah De La Garza
13 and you were in his office as a broker for Northern
14 Crain Realty, did he ever disclose to you information
15 about Woodhaven properties?

16 A Woodhaven, can you be more specific? What
17 do you mean?

18 Q Woodhaven Country Club, the financing, who
19 held the note?

20 A I believe he did share who held the note.

21 Q And you contacted the people that held the
22 note; correct?

23 A Yes. Ultimately, yes.

24 Q And you bought the note; correct?

25 A I did not, no.

1 Q Who bought the note?

2 A Woodhaven, Concerto No. 1, LP, bought the
3 note.

4 Q And that's your company; right?

5 A I am an investor and the general partner of
6 it.

7 Q Who was with you when you met with whoever
8 it was with the Sclermo [sic] or Sclerma [sic] family?

9 A We -- most of that correspondence was not in
10 person.

11 Q By email?

12 A Mostly over the phone. She is a elderly
13 lady, so not tech savvy.

14 Q So while you're in Mr. De La Garza's office
15 as a Northern Crain broker talking about real estate
16 information or sell or buy, whatever it was, he
17 disclosed to you information and then you ultimately,
18 through other companies, purchased the Woodhaven
19 Country Club and other properties; right?

20 MR. COTTEN: Objection. Form.

21 THE WITNESS: My role was to aid Elijah
22 in acquiring other properties. I helped him craft an
23 LOI to purchase an apartment complex adjacent to the
24 golf course. And that was my, you know, acting as a
25 real estate broker.

1 BY MR. MCDANIEL:

2 Q But you used the information he gave you to
3 profit personally, didn't you?

4 A I wouldn't agree with that.

5 Q Are you going to make money off all these
6 Woodhaven properties?

7 A I don't know. Right now I'm in significant
8 debt.

9 Q Well, you obviously excluded Northern Crain
10 companies, and you excluded Michael Crain, who you
11 have a signed company agreement with.

12 A That's not accurate.

13 Q Surely you thought that you were going to
14 make money?

15 MR. COTTEN: Objection. Form.

16 THE WITNESS: I was aiding Northern
17 Crain Realty and Northern Crain Property Management by
18 ultimately bringing it business, which it desperately
19 needed. It was on a lifeline. The companies were
20 failing.

21 BY MR. MCDANIEL:

22 Q But you failed to fully disclose as required
23 regardless of whether it's a competitive activity;
24 correct?

25 MR. COTTEN: Objection. Form.

1 THE WITNESS: I did not need to
2 disclose anything. It was not a competing business.

3 BY MR. MCDANIEL:

4 Q And again, that was solely your decision.
5 No attorney advised you of that or anything along
6 those lines. You didn't even visit with an attorney
7 about it; correct?

8 MR. COTTEN: Objection. Form. Don't
9 answer that question.

10 You're asking him whether he got advice
11 from an attorney about this. That is improper.

12 BY MR. MCDANIEL:

13 Q Did you meet with an attorney regarding the
14 question of whether or not your business companies
15 that you created, Woodhaven properties, was a
16 competitive activity with the NCR companies?

17 MR. COTTEN: Objection. Form. That
18 would require him to disclose that information to an
19 attorney. And that's protected, that's confidential,
20 that's improper.

21 BY MR. MCDANIEL:

22 Q After you created Crescendo, what attorneys
23 did you visit with immediately?

24 MR. BLAIES: Objection. Form.

25 THE WITNESS: Tyler Goldthwaite.

1 BY MR. MCDANIEL:

2 Q How many times have you visited with Tyler
3 Goldthwaite in 2024?

4 A 2024, that's a long time. I mean, I don't
5 recall. He helped me form Crescendo Development, the
6 general partner, and the limited partnership.

7 Q The information that Elijah De La Garza gave
8 you, did you consider that confidential information?

9 A What information?

10 Q About who held the financing for Woodhaven
11 properties that one of your companies ultimately
12 bought or foreclosed on?

13 A Well, a lot of that is recorded of public
14 record.

15 Q The question's real simple. Did you or do
16 you consider the information at those three meetings
17 that Elijah De La Garza gave you regarding Woodhaven
18 Country Club and the financing, did you consider that
19 confidential information?

20 A I guess not 'cause it was recorded and
21 available as public information.

22 Q Did you find out that information through
23 the public recordings?

24 A I look on the appraisal district's website
25 quite frequently.

1 Q And you knew that information before Elijah
2 De La Garza told you in his office?

3 A I knew what?

4 Q Who the people that were financing the
5 Woodhaven Country Club.

6 A Financing. Before meeting with Elijah?

7 Q Correct.

8 A So you're asking me when did I learn that
9 the Scoma family was financing the acquisition of
10 Elijah De La Garza?

11 Q Yes.

12 A I don't recall.

13 Q Well, because -- you don't recall because if
14 you didn't know and you got that information from
15 Mr. De La Garza, that would be improper, wouldn't it?

16 MR. COTTEN: Objection. Form.

17 THE WITNESS: I don't know. The
18 information that I gathered was from public sources.

19 BY MR. MCDANIEL:

20 Q You recall now?

21 A Whenever I looked up those public documents
22 that had to do with the property.

23 Q I thought just awhile ago you couldn't recall
24 when you found out about it. Now you recall it's from
25 public recordings?

1 A That's not --

2 MR. COTTEN: Objection. Form. Go
3 ahead.

4 THE WITNESS: Yeah. That's -- I -- I
5 don't remember when all the minced timeline.

6 BY MR. MCDANIEL:

7 Q And you don't recall if you learned that
8 first from Elijah De La Garza?

9 A I don't recall.

10 Q And if you did and you used that information
11 or told other people, that would be a violation of
12 your ethical obligations to Mr. Garza, wouldn't it?

13 MR. COTTEN: Objection. Form.

14 THE WITNESS: I don't -- I don't
15 believe so.

16 BY MR. MCDANIEL:

17 Q Do Texas brokers have any ethics? I'm not
18 asking them whether or not you have ethics, but
19 whether the organization of TREC has ethical
20 obligations that must or they ask to be followed?

21 A I believe there is, yes.

22 Q Do you think there's any ethical obligations
23 in that by TREC that covers information received from
24 clients?

25 A He wasn't --

1 MR. COTTEN: Objection. Form.

2 THE WITNESS: Elijah De La Garza wasn't
3 a client.

4 BY MR. MCDANIEL:

5 Q Do you think it -- let me back up. Did you
6 send a bill to Mr. De La Garza for \$15,000?

7 A No.

8 Q No. Did you send a bill to Mr. Garza?

9 A I sent him an example invoice.

10 Q Did you do any kind of financial analysis on
11 his properties or a property for him?

12 A When I was attempting to help him acquire an
13 apartment complex, we looked at a rent roll together.

14 Q Did you find out from Mr. De La Garza or
15 from public recordings that he was behind on his
16 payments?

17 A That would not have been public, so
18 Mr. De La Garza.

19 Q And that's part of the reason that the Scoma
20 family were willing to sell that note; correct?

21 A You would have to ask them.

22 Q Well, you talked about him being behind in
23 his payments when you spoke to this elderly lady;
24 correct?

25 A He mentioned he was having difficulty

1 getting a loan.

2 Q Did you speak to the Scoma before or after
3 your meetings, those three meetings, with
4 Mr. De La Garza?

5 A After.

6 Q When you signed the Northern Crain Realty
7 Company agreement, you attached to it a list of
8 properties -- I'm sorry -- a list of companies that
9 you were involved with; correct?

10 A Correct.

11 Q And one of those was a development company;
12 correct?

13 A Correct.

14 Q And you attached those to specifically
15 exclude those from any of the rules or obligations
16 under the company agreement; correct?

17 A No.

18 Q Why did you attach them?

19 A What paragraph is that?

20 Q Why did you attach --

21 A What paragraph is that?

22 Q I'm not looking at a paragraph. I'm asking
23 a question.

24 A I want to read that paragraph.

25 Q You don't know, as you sit here now, why --

1 wait a second. As you sit here, without reading the
2 company agreement, Exhibit 2, you don't know why you
3 attached those companies as an Exhibit A to exclude
4 them?

5 A Not off the top of my head, no.

6 Q Okay. Well, I'll let you look for it there,
7 and you might want to look at page 21.

8 A Thank you. I'm not seeing where it lists
9 them --

10 Q How about --

11 A -- on page 21.

12 Q Well, under 13.03 on page 21 you have
13 subsection B "Prior real estate investments
14 permitted." Now I'll read it.

15 It says "The members agree that the
16 prohibitions of this section 13.03 shall not apply to
17 any real estate investment property acquired directly
18 or indirectly by any member prior to August 21, 2019,
19 nor to the proceeds of any rental, management, or sale
20 of such earlier acquired property."

21 A Okay.

22 Q So now do you recall, after reading that or
23 having it read to you, why you excluded the companies
24 in which were real estate companies and a development
25 company from this company agreement?

1 A Probably to --

2 Q I don't want -- don't guess. Nobody wants
3 you to guess. If you know, you know. If you don't,
4 you don't.

5 A Sure. To delineate between those companies
6 and this one as noncompeting businesses.

7 Q So that there wasn't confusion?

8 A Yeah.

9 Q And it exempts it from the section of 1303,
10 which happens to be the section that defines company
11 business activity, which you relied on to exclude
12 Northern Crain companies and Michael Crain; correct?

13 MR. COTTEN: Objection. Form.

14 THE WITNESS: I didn't need to exclude
15 them. They weren't -- this was not a development of
16 Northern Crain Realty.

17 BY MR. MCDANIEL:

18 Q But wait. It's not a development of
19 Northern Crain?

20 A Realty, correct.

21 Q Okay. So I thought -- okay. so
22 developments are part of the competitive business
23 activity --

24 A No.

25 Q -- of Northern Crain?

1 A No.

2 Q Then why did you feel like you needed to
3 exclude your development company with your family from
4 this company agreement, specifically 13.03?

5 A To bring awareness and clarity to avoid
6 confusion, to avoid this very thing.

7 Q Well, actually, I think it makes it very
8 clear. It's clear because development was included in
9 competitive activity. That's why you excluded it
10 because you didn't want Northern Crain to have any
11 part of that.

12 MR. COTTEN: Objection. Form.

13 BY MR. MCDANIEL:

14 Q Now, does that make more sense?

15 MR. COTTEN: Objection. Form.

16 THE WITNESS: I don't understand the
17 question.

18 BY MR. MCDANIEL:

19 Q Well, you're saying that by attaching the
20 companies, previous companies, that you had a party in
21 with your family, one being a development company, you
22 excluded it to try to bring clarity but in fact what
23 it did you said brought us to here today.

24 I'm giving a separate conclusion, which is
25 that you excluded it because you knew that competitive

1 activity was defined and included in 1303.

2 MR. COTTEN: Objection. Form.

3 THE WITNESS: Michael Crain brought us
4 here today, to be very clear on that.

5 MR. MCDANIEL: No, we're not.

6 Objection. Nonresponsive.

7 BY MR. MCDANIEL:

8 Q Sir, what was your intent in this whole
9 project?

10 A What project?

11 MR. COTTEN: Objection. Form.

12 BY MR. MCDANIEL:

13 Q Woodhaven Group. Woodhaven Country Club.
14 What was your intent?

15 MR. COTTEN: Intent to do what?

16 MR. MCDANIEL: Hmm?

17 MR. COTTEN: Your question's not clear,
18 "What was your intent?"

19 BY MR. MCDANIEL:

20 Q When Michael Crain texted you and said that
21 his heart was broken and he was still trying to deal
22 with it, you said, "That was not my intent." So my
23 question is what was your intent?

24 A When -- that was related to the separation
25 agreement that I provided him.

1 Q The separation agreement that failed to
2 disclose any information or fully disclose any of the
3 financial investments that you had made outside of
4 Northern Crain; correct?

5 MR. COTTEN: Objection to form.

6 THE WITNESS: They had nothing to do
7 with one another. I wanted out of business with
8 Michael Crain.

9 BY MR. MCDANIEL:

10 Q You don't think the company agreement talks
11 about that? On page 22, if you can look at that.
12 I'll read it. 13.06, it says: "Prohibition on
13 self-dealing: No member may engage in unauthorized act
14 of self-dealing to divert or use any assets, property,
15 or business opportunity owned by the company for his
16 or her own benefit."

17 A Okay.

18 MR. COTTEN: Is there a question?

19 MR. MCDANIEL: Yeah.

20 BY MR. MCDANIEL:

21 Q Well, it was prohibited. You said it
22 wasn't. I'm showing you the paragraph where it says
23 what you did was prohibited.

24 MR. COTTEN: Objection. Form.

25 THE WITNESS: I disagree. I think the

1 company -- I just disagree.

2 BY MR. MCDANIEL:

3 Q I am looking at 10.05 on page 17, Exhibit 2,
4 and I'm going to break it up a little bit.

5 It says: "The fair value of a membership
6 interest shall be the amount that would be
7 distributable to the members holding such interest in
8 the event that the assets of the company were sold for
9 cash and proceeds. Net liabilities are distributed to
10 the holders of the membership interest pursuant to
11 this agreement.

12 "Fair value is to include all tangible
13 assets as well as intangible assets, such as goodwill
14 and reputational value." In your offer, did you
15 include everything that I just read?

16 A I didn't make an offer based on fair value.
17 I made a buy-sell cash purchase price based on fair
18 market value.

19 Q I'm sorry. Can we look at 10.08 that you're
20 talking about, the buy-sell. You see -- 1, 2, 3, 4,
21 5 -- six lines down where it starts with "Purchase
22 price"? Can you read that sentence for us, "Purchase
23 price"?

24 A "The purchase price shall be stated in terms
25 of the purchase price attributable to 100 percent of

1 all outstanding membership interests of the
2 company -- the company price" --

3 Q Go ahead.

4 A -- "multiplied by the percentage interest of
5 the offeree."

6 Q And actually, it's the next sentence that I
7 was wanting you to read, and I apologize if I told you
8 incorrectly.

9 A "Purchase price shall be -- shall also be
10 pursuant to provision 10.05 and include all
11 anticipated and known business."

12 Q So you just said that your offer did not --
13 on your buy-sell, did not include the fair value.
14 However, do you now see that the buy-sell requires
15 that a full value be placed in the offer in addition
16 to that all anticipated and known business?

17 MR. COTTEN: Objection. Form.

18 THE WITNESS: I engaged a business
19 appraisal company that valued the fair market value of
20 the business and that is what formed my offer price.

21 MR. MCDANIEL: Correct.

22 BY MR. MCDANIEL:

23 Q And we already talked about that and that is
24 that you did not offer the full value in accordance
25 with 10.05; correct?

1 A I offered the fair market value of Northern
2 Crain Realty, Northern Crain Property Management, and
3 Northern Crain, LLCs.

4 Q Correct. But it did not include a
5 determination of fair value as stated in 10.05;
6 correct?

7 A I offered fair market value.

8 Q I'll take that as no. Did you provide this
9 company agreement to the people that you asked to do
10 the market value on the company?

11 A I don't recall.

12 Q Who provided the information to the
13 valuation company?

14 A I did.

15 Q Who was the person you spoke to there?

16 A Two individuals: Alex Vanticardis and
17 another employee whose name escapes me.

18 Q And you can't recall whether or not you
19 provided the company agreement that defines your
20 relationship with Mr. Crain?

21 A That's correct. I don't know if I sent them
22 that specific document.

23 Q Who paid for the valuation?

24 A I did.

25 Q How much did it cost?

1 A I believe the totals were -- I don't recall.
2 But it's between 3,000 and \$7,000.

3 Q And you paid those out of your individual
4 account?

5 A Uh-huh.

6 Q ~~Is that a yes?~~

7 A ~~Yes.~~

8 Q ~~And what bank is that account located?~~

9 A ~~I don't -- let me think. I believe Bank of~~
10 America.

11 Q ~~Did anybody give you money so that you could~~
12 pay that bill?

13 A ~~No. That was my money that I earned.~~

14 Q ~~Earned from what?~~

15 A ~~My investments, my work as a real estate~~
16 broker. ~~I~~ earned revenue from a multitude of --

17 Q Excluding your investments that are listed
18 in Exhibit A, excluding your real estate commissions,
19 how much money have you made so far in 2025?

20 A Say -- okay. Say that again.

21 Q Excluding the companies that were listed,
22 Exhibit A, which are your family companies in San Saba
23 and excluding your real estate commissions through
24 Northern Crain, how much money have you made in 2025?

25 A I mean, I -- I can't tell you for sure. I

1 don't know. What's it matter?

2 Q I'm asking the questions, not you.

3 A For 2025 -- it's October. Let's see. Five.
4 Let's see. Six. I'm going to -- between 75,000 and a
5 hundred thousand.

6 Q And where did those money come from?

7 A I receive a -- well, an investment I made
8 sold and there was a distribution.

9 Q You got to tell me more than that.

10 A An apartment complex I invested in --

11 Q Okay.

12 A -- sold.

13 Q And that, when did you purchase that
14 apartment complex or invest in it?

15 A Three years ago.

16 Q 2022?

17 A I -- I don't recall like when I invested in
18 that.

19 Q Where's the area of town that the apartment
20 complex is located?

21 A Austin.

22 Q Okay. What other places did you receive
23 income?

24 A I receive a asset management fee through
25 Woodhaven, Concerto No. 1, LP.

1 Q Asset management fee; is that right?

2 A Uh-huh.

3 Q And how much was that?

4 A That I received personally, about \$50,000.

5 Q And that's for from January 1, 2025, till
6 today's date? I understand it's an estimate.

7 A Yep.

8 Q Is that yes?

9 A Yes.

10 Q How much in 2024 did you receive from that
11 source for asset management?

12 A About the same amount.

13 Q And what assets do you manage?

14 A It is conducting the horizontal development
15 entitlement work of Woodhaven, Concerto No. 1, LP.

16 Q Okay. Explain to the jury what
17 "entitlements" means.

18 A Generally speaking, when one entitles real
19 estate, they are shepherding that land through the
20 municipal development arm of the municipality and you
21 are rezoning property that impacts the land use of
22 what can or cannot be built on it.

23 As well as going through the platting phase
24 where the land is subdivided and you plan and design
25 where infrastructure will go within a right of way,

1 where -- which is ultimately the city then that --
2 that is conveyed to the city ultimately to maintain.
3 So taking property through the entitlement process
4 generally is referred to zoning and platting.

5 Q Okay. Can you give me a description of
6 generally your daily job duties?

7 A For what?

8 Q As an asset manager.

9 A Exclusively for Woodhaven, Concerto No. 1,
10 LP?

11 Q For all the companies. Are you an asset
12 manager for more than one of the companies?

13 A That is a general term used in the
14 development world. So repeat your question. Sorry.

15 Q Are you an asset manager for more than one
16 of the companies?

17 A I guess generally speaking, yes. For San
18 Saba Star Partners you could refer to me as an asset
19 manager where the real estate is owned --

20 Q And I apologize. I'm excluding your prior
21 investments on Exhibit A.

22 A Okay. Yeah. Then in asset management,
23 generally speaking, the general partner and -- has
24 like an ownership interest in the -- that like
25 property asset being managed. It's a loose -- very

1 loose term, broad term.

2 Q Regarding all the Woodhaven entities that
3 have been created -- you know which ones I'm speaking
4 about, regarding the purchase and the horizontal and
5 vertical development, all of those -- what are your
6 streams of income to you and your family individually?

7 A Currently, the asset management fee.

8 Q And that was 50,000 within the last --

9 A That's right.

10 Q -- 11 months?

11 A Uh-huh.

12 Q Is that yes?

13 A Yes.

14 Q How much have you invested in the Woodhaven
15 properties?

16 A When you say "invested," do you mean cash?

17 Q I mean you personally, how much did you
18 invest? How much money have you spent?

19 A Cash, I have invested a little over
20 \$100,000.

21 Q When you -- let me back up here. Now, can
22 you describe for the jury from the point that you
23 contacted the Scoma family, the process that you went
24 through, like the assignments of the note all the way
25 to foreclosure, can you describe that process for the

1 jury?

2 A Okay. So had a conversation with Sue Scoma
3 if she would be willing to sell the promissory note.
4 I raised capital. I engaged an attorney to create the
5 entities to be able to hold assets and manage company,
6 took title to the promissory note, and then it was in
7 default and then proceeded to foreclose on the
8 property.

9 Q And was your name ever listed in any of
10 these documents that were publicly filed?

11 MR. COTTEN: Objection. Form.

12 THE WITNESS: I believe it would be
13 recorded on -- ultimately on a deed of trust and a
14 deed when it was foreclosed on.

15 MR. MCDANIEL: Correct.

16 THE WITNESS: So that would have
17 the -- ultimately my name on it.

18 BY MR. MCDANIEL:

19 Q But there was a multitude of documents that
20 were filed before the deed of trust; correct?

21 A Yes. With the county courthouse?

22 Q Anywhere.

23 A Yes.

24 Q Publicly?

25 A That's where they get filed.

1 Q And none of those documents had your name on
2 them; correct?

3 A I don't believe that stuff gets recorded.
4 Company agreements I don't believe get recorded.

5 Q I'm talking regarding the Woodhaven
6 properties.

7 A Right, right. So those -- yeah. Company
8 agreements don't get recorded.

9 Q How did you figure out to go and either buy
10 the note, have it assigned, intervene in an existing
11 lawsuit suit, have a judge foreclose on the lien and
12 then go sell it, use a substitute trustee, Tyler
13 Goldthwaite, and then sell it on the steps and then
14 you purchased. How'd you figure out that scheme?

15 MR. BLAIES: Objection. Form.

16 THE WITNESS: I don't believe I --

17 MR. COTTEN: Objection. Form.

18 THE WITNESS: -- interfered in any
19 lawsuit that I'm aware of.

20 BY MR. MCDANIEL:

21 Q You intervened. Intervened.

22 A What lawsuit are you speaking of?

23 Q Tree Guardian USA.

24 A Was that a lawsuit?

25 Q It was a pending lawsuit.

1 A Oh, okay. How did I learn that? Well, I
2 would say my collective life of -- in the real estate
3 business. I've been, you know, working with my dad as
4 a child in real estate in San Saba. It's just part of
5 how I was raised.

6 Q And you've seen that process done before?

7 A Not from start to finish, but pieces you
8 kind of put together.

9 Q Was it your idea of that's how you get
10 possession of the Woodhaven properties to go through
11 the purchase or assignment of the note and then
12 foreclosure?

13 A I don't recall.

14 Q You don't recall whose idea that was?

15 A I -- I got to think that would have been my
16 idea.

17 Q And the first time -- you don't recall when
18 you've seen that done before?

19 A To -- there's lots of steps so.

20 Q It's complicated?

21 A It is complicated, yeah. So from start to
22 finish, no, I had not seen that from start to finish.

23 Q How'd you know what to do?

24 A My collective experience of seeing, you
25 know, a loan that has gone bad, a foreclosure. I've

1 been to foreclosure auctions. I've helped numerous
2 people transact real estate, you know.

3 Q You didn't learn this while you were at
4 Northern Crain Realty; correct?

5 A No.

6 MR. MCDANIEL: Okay. I am looking for
7 Exhibit 3, the Northern Realty -- no. I'm sorry.
8 It's Northern Crain. Is this it right here? I don't
9 know what I did with it. Just one second. Okay.

10 BY MR. MCDANIEL:

11 Q Can you look at Exhibit 3, which should be
12 the Northern Crain LLC that has the date of November
13 30, 2020?

14 A Yes, I have it.

15 Q Is this agreement -- you don't recall who
16 drafted this company agreement; correct?

17 A I believe Tyler Goldthwaite drafted it.

18 Q Tyler did. And why was this signed after
19 the realty and management Northern Crain companies?

20 A This was a different business model than the
21 other two businesses.

22 Q And Michael Crain is a 50 percent member in
23 this company agreement; correct?

24 A Correct.

25 Q Now, I think I saw somewhere that these

1 company agreements are all pretty much the same;
2 correct?

3 A To the best of my knowledge, yes.

4 Q And did Michael Crain have anything to do
5 when you drafted this with Tyler?

6 A I believe he would have consulted his
7 attorney.

8 MR. MCDANIEL: Objection.
9 Nonresponsive.

10 BY MR. MCDANIEL:

11 Q The question goes, did Michael Crain visit
12 with Tyler regarding this document? Not through an
13 attorney himself.

14 A I don't --

15 MR. COTTEN: That's a different
16 question.

17 But that's fine. You can answer it.

18 THE WITNESS: I don't recall.

19 BY MR. MCDANIEL:

20 Q If you'll look at page 4. I apologize. I
21 can't read my writing. Hold on one second. Oh, I'm
22 sorry. Page 7, 3.07, does this paragraph look similar
23 to, say, Exhibit 2 or 4?

24 A The same paragraph?

25 Q Uh-huh. Well, I'll assume that they're

1 identical or close to it.

2 A It looks like there is additional language
3 in the Northern Realty Company agreement.

4 Q Now, did you -- now, you're the one that was
5 talking to Tyler when you asked him to draft this
6 agreement; correct? This company agreement.

7 A I would have been communicating with Tyler.

8 Q And when you asked him to do it, he did it;
9 correct? He provided you with a document for Northern
10 Realty?

11 A I'm going to read this.

12 Q Northern Crain. I'm sorry.

13 A I'd like to read this first. Okay.

14 Q So my question was that you asked
15 Mr. Goldthwaite to draft a Northern Crain LLC
16 document. He did so and provided you with this;
17 correct?

18 MR. BLAIES: Objection. Form.

19 THE WITNESS: To the best of my memory.

20 BY MR. MCDANIEL:

21 Q Did he charge you for this document?

22 A He would've had to if he was performing
23 work.

24 Q And he was paid?

25 A I would assume he would be -- have been

1 paid.

2 Q And when you asked him to create this
3 document, you were a 50 percent member in the Northern
4 Crain Realty and 50 percent in the Northern Crain
5 management companies; correct?

6 A Yes.

7 Q Do you remember how you asked him to do it?

8 A No.

9 Q Do you see -- have you had a chance to
10 review Exhibit 3?

11 A I don't understand it.

12 Q Well, there's different information from
13 Exhibit 3 and Exhibit 2; correct?

14 A Yes.

15 Q Do you know why this additional information
16 was put in here in Exhibit 3?

17 A I don't understand it. No.

18 Q Do you have any prior employees of Northern
19 Crain entities working for any of the companies
20 associated with Woodhaven properties?

21 A Not any former, no.

22 Q Nobody that's associated with Northern Crain
23 currently or previously is also working for one of the
24 companies?

25 A Currently, yes.

1 Q And who is this? Who's that?

2 A Margaret Lattimore.

3 Q And who is she working for?

4 A She works for both Northern Crain Realty and
5 Crescendo Development.

6 Q Did you get a unanimous consent in order for
7 that to occur?

8 A I don't believe that was required. She's a
9 independent contractor.

10 Q So you don't believe in Exhibit 2 on page
11 22, 13.05, you don't believe that paragraph applies to
12 subcontractors?

13 A Take me -- what paragraph?

14 Q It's page 22, the top paragraph.

15 A Page 22. That provision states: "For the
16 purpose of inducing any such employee, contractor,
17 vendor, or client to terminate a business relationship
18 with the company or otherwise pursue an activity
19 adverse to the interest of the company."

20 Margaret Lattimore continues to be an agent
21 of Northern Crain Realty and one of its top producers.

22 Q And what's her job duties with one of the
23 one of your companies?

24 A She is a project manager, project
25 coordinator.

1 Q And what does that mean that she does?

2 A It's a small business and so roles have a
3 pretty broad -- broad list of tasks. You wear a lot
4 of hats in a small business. There's only two of us
5 at Crescendo Development and so --

6 MR. MCDANIEL: Objection.

7 Nonresponsive.

8 BY MR. MCDANIEL:

9 Q What are you --

10 MR. COTTEN: He's not finished. He's
11 not finished.

12 THE WITNESS: So she helps with
13 scheduling. She files documents. She will research.
14 She will help make presentations.

15 MR. MCDANIEL: Objection.

16 Nonresponsive.

17 BY MR. MCDANIEL:

18 Q What are Margaret Lattimore's duties at one
19 of the Woodhaven companies?

20 A I just said it.

21 Q I objected. I'm sorry.

22 MR. COTTEN: Go ahead. You can restate
23 that.

24 THE WITNESS: Okay.

25 //

1 BY MR. MCDANIEL:

2 Q So I'm going to ask it again.

3 A Okay.

4 Q So I can get a clean answer.

5 A Sure.

6 Q All I'm asking is what are her job duties
7 for the company she works for with you?

8 A Yeah. Scheduling appointments, researching
9 various -- whatever needs to be researched,
10 communicating with our consultants, communicating with
11 residents to just facilitate operations.

12 Q Kind of a property management type deal?

13 A No.

14 Q What company does she work for?

15 A She works for two companies to my knowledge:
16 Northern Crain Realty as a 1099 and Crescendo
17 Development.

18 Q When did Crescendo Development hire Margaret
19 Lattimore?

20 A That's a good question. In 2024.

21 Q How many agents at the height did Northern
22 Crain have?

23 A Not many. Eight, ten.

24 Q Out of those agents, how many signed a
25 nondisclosure agreement or NDA?

1 A I don't recall if that is part of our
2 typical paperwork 'cause agents sign a -- they sign a
3 lot of documents. So I don't recall.

4 Q As you sit here, you do not recall whether
5 Northern Crain Realty or Northern Crain Management
6 requires their agents to sign NDAs, nondisclosure
7 agreements, like the one that you had with your
8 investors?

9 A There might be that kind of language in the
10 independent contractor agreement, but I don't think
11 they sign them to be an agent.

12 Q There's no separate document titled
13 "Nondisclosure Agreement"?

14 A For a traditional agent, I don't believe
15 there is.

16 Q What's a non-traditional agent?

17 A For -- for an agent. Yeah, I don't believe
18 there is.

19 Q Who's responsible at or was responsible or
20 is responsible at Northern Crain Realty for onboarding
21 agents?

22 A It's a team effort. I'll say with the
23 office manager mostly and a little bit of the broker,
24 under which company they're becoming affiliated.

25 Q And okay. So you had eight or nine agents,

1 ten agents. And during that time period, none of them
2 signed a separate nondisclosure agreement; correct?

3 A To my knowledge.

4 Q Okay. Why did you have Margaret Lattimore
5 sign a nondisclosure agreement?

6 A 'Cause she began helping me in an
7 administrative fashion.

8 Q And but you filed that in your Northern
9 Crain documents, didn't you?

10 A Yeah.

11 Q So why did you just lie in your deposition?
12 Because you just said no agents had signed an NDA
13 until I brought it up to you.

14 MR. COTTEN: Objection. You're asking
15 the witness --

16 MR. MCDANIEL: No. I am calling the
17 fact he just answered the question.

18 MR. COTTEN: You called him a liar.

19 MR. MCDANIEL: I'm saying he lied on
20 the record, yes. That's perjury. Yes.

21 MR. COTTEN: No. He didn't lie on the
22 record.

23 MR. MCDANIEL: He didn't lie?

24 MR. COTTEN: No.

25 MR. MCDANIEL: How? When I ask if any

1 other agents -- I asked him twice whether or not any
2 other agents had signed a NDA --

3 MR. COTTEN: And then you asked about
4 Margaret Lattimore.

5 MR. MCDANIEL: Who is an agent.

6 MR. COTTEN: You talked about that.

7 MR. MCDANIEL: She is an agent at
8 Northern Crain.

9 MR. COTTEN: This trickery won't pass.

10 MR. MCDANIEL: This is not trickery,
11 sir.

12 MR. COTTEN: Just stop it. Just stop
13 it.

14 MR. MCDANIEL: This is -- what you're
15 do and is trickery. I am just trying to get facts.

16 MR. COTTEN: Just stop it. Just stop
17 it.

18 MR. MCDANIEL: No.

19 BY MR. MCDANIEL:

20 Q Why did you misrepresent to me about
21 Margaret Lattimore?

22 A Your question --

23 MR. BLAIES: Objection to form.

24 THE WITNESS: -- was if NDAs are signed
25 like as our general paperwork, as agents logged in,

1 that's how I understood your question.

2 BY MR. MCDANIEL:

3 Q Well, you misunderstood it incorrectly. I
4 asked --

5 A Sorry.

6 Q -- very broadly, at the very beginning, what
7 agents an signed an NDA, and you said not unless it
8 might be in the independent contractor's agreement.
9 And then I later said, "How about a separate
10 document?" And you said, "No, none of them signed
11 one." I brought up Margaret Lattimore and then you
12 admitted that she signed one.

13 A As my assistant, yeah. But you were asking
14 if -- generally speaking, if we have our agents sign
15 them, was your question.

16 Q No. I asked if you had any agents that
17 signed one, sir. And the record will reflect --

18 A Pardon me for misunderstanding your
19 question.

20 Q Why did you have her sign one?

21 A Because she began helping me with things
22 related to those other entities.

23 Q So she wouldn't tell Michael Crain; correct?
24 So you could continue to hide from him all the
25 information; correct?

1 A That's --

2 MR. COTTEN: Objection. Form.

3 BY MR. MCDANIEL:

4 Q Right? Correct?

5 A No.

6 MR. COTTEN: Objection. Form.

7 BY MR. MCDANIEL:

8 Q Okay. Then why did you have her sign one
9 where she couldn't talk to anybody about what you told
10 her?

11 A She was going to be viewing, you know,
12 information that was sensitive to those various
13 entities and that I was invested in. And that is
14 unique to other agents at the brokerage so.

15 Q Well, while she was there as an agent, she
16 didn't sign one. But then as an agent that did
17 something with your companies and got your
18 information, you had her sign an NDA then; correct?

19 A Yes.

20 Q And that prevented her to from talking to
21 anybody about your separate business; correct?

22 A It was -- that is the nature of an NDA.

23 Q Why are the Northern Crain companies parties
24 to the NDA?

25 A Can I see a copy of it?

1 Q I don't have one.

2 A I would like to have it in front of me.
3 It's been a long time.

4 Q Well, unfortunately, the rules don't allow
5 that. I'm just asking if you know or if you don't
6 know.

7 MR. MCDANIEL: He wants a copy of the
8 NDA. I don't have one.

9 BY MR. MCDANIEL:

10 Q I'm just asking why the NCR companies are
11 specifically listed in the NDA?

12 A I don't know that they are. I --

13 MR. COTTEN: If you don't know, you
14 don't know.

15 MR. MCDANIEL: And that's fine.

16 THE WITNESS: I don't know.

17 MR. COTTEN: Yeah.

18 BY MR. MCDANIEL:

19 Q Who drafted the NDA?

20 A I don't recall. I would need to see it.
21 There's lots of versions of NDAs that we have
22 available at -- so I -- I don't know.

23 Q Who's "we"?

24 A The company.

25 Q What company?

1 A Northern Crain Realty.

2 Q You have multiple copies of the NDAs
3 available to you?

4 A It's common practice for me, whenever I
5 receive contracts from other things, to store them for
6 reference.

7 Q To sign one with your client or the
8 organization?

9 A Generally, our clients will provide their
10 own NDAs. We ask -- I ask for them to if they're
11 working with an attorney.

12 Q So you had a lot of NDAs just floating
13 around at NCR, not that NCR actually used NDAs with
14 employees or with you and between Michael and so
15 forth?

16 A When we -- when an agent is receiving
17 financial information, typically about a property,
18 it's common that the owner require an NDA to be
19 signed. And so you can imagine through the course of
20 years that a lot of NDAs from a lot of different
21 parties get accumulated.

22 Q I'm sorry. You're saying -- let me just
23 clarify. I want to make sure I'm right, is you said
24 that when a real estate company represents a seller;
25 correct? That -- were you talking about a seller?

1 A Uh-huh.

2 Q That when they represent a seller that it's
3 normal for the agent to sign an NDA that covers the
4 conversations they had with their client, the seller?

5 A No.

6 Q Okay. All right. Explain that to me then.

7 A Prospective buyers sign the NDA regarding
8 the information they're going to receive about a
9 property they're considering purchasing.

10 Q So that they don't -- the agent then doesn't
11 go and use that information; correct?

12 A No. The buyer. The buyer doesn't use that
13 information.

14 Q But an NDA that an agent signs with a
15 seller, doesn't that prevent the agent from discussing
16 that information with anybody?

17 A The agent's not signing the NDA. The buyer
18 is signing the NDA.

19 Q Oh, okay. So it's common for the seller and
20 the buyer to sign information in case the deal doesn't
21 go through and then they don't go around town and tell
22 what the bottom dollar was or something like that?

23 A Yes.

24 Q Okay. All right. But it's not common for
25 an agent to sign an NDA is it?

1 A In -- I don't recall. Like you're telling
2 me that that's not the case, but I did with Margaret
3 Lattimore so.

4 Q Well, I'm not telling you. I mean, you did
5 it; right?

6 A Uh-huh.

7 Q Is that yes?

8 A Yes. Yeah.

9 Q Okay. Well, it would've been beneficial,
10 according to your testimony, if Elijah De La Garza
11 would have signed an NDA with you. It would've been
12 beneficial to him, wouldn't it?

13 A That's his choice. I -- I don't know.

14 Q But at the time you met with him, you knew
15 NDAs were available?

16 A Yes. I know NDAs exist.

17 Q When you received information -- well, did
18 you send your contract over -- I'm sorry. Did you
19 send any information regarding Elijah De La Garza that
20 you obtained through your relationship as being an
21 agent broker for NCR to Tyler Goldthwaite?

22 A I could see when I was forming Crescendo or
23 when I was forming the blended partnership and general
24 partnership, I wanted to make sure I was doing
25 everything above board so I could see myself talking

1 with Tyler.

2 Q Well, I didn't talk -- my question wasn't
3 talking to Tyler, it was providing him documents that
4 were between you and Elijah De La Garza. So my
5 question is why would you provide Tyler Goldthwaite
6 with those documents?

7 A Why would it matter? I guess, as I stated
8 earlier, just to make sure I was covering my basis.

9 Q And I think also you said "above board."
10 What do you mean by covering your bases and above
11 board? What were you worried about?

12 A He was a title holder of that property and
13 so I had engaged with him. So as I moved through that
14 process, just -- I don't know what -- I don't know.
15 I'm not an attorney. That's why I would talk with an
16 attorney.

17 Q And but you had fear that you may have some
18 ethical or legal liability regarding that?

19 A No. I think, we work to be -- share any and
20 everything to make sure I'm not doing something wrong.

21 Q Now, how many times do you provide Tyler
22 Goldthwaite with Northern Crain Realty documents of
23 clients?

24 MR. BLAIES: Objection. Form.

25 THE WITNESS: I -- not often. I mean,

1 I'm trying to think if I ever engaged him on -- his
2 role with Northern Crain Realty was in the company's
3 was just really to create it first and foremost.

4 MR. MCDANIEL: Objection.
5 Nonresponsive.

6 BY MR. MCDANIEL:

7 Q My question was is why would you give him
8 document of NCR clients?

9 A Well, he wasn't a client.

10 Q A prospective client. To review it?

11 A It -- it had been, gosh, six to nine months,
12 I guess, before I had -- since I had spoken with
13 Elijah De La Garza. And so when I was working on the
14 LP and GP knowing that he was a party, I wanted to
15 share that information with my attorney, I guess.

16 Q And you said that in the past you had shared
17 information from NCR client or prospective client on
18 other occasions with Tyler?

19 MR. BLAIES: Objection. Form.

20 MR. COTTEN: Objection. Form.

21 THE WITNESS: I know that when WNC was
22 being dissolved and the Northern Crain companies were
23 being created, Tyler helped draft a letter for me to
24 use. But that's the only instance I can think of.

25 //

1 BY MR. MCDANIEL:

2 Q What was the letter about?

3 A Our rebranding.

4 Q But you did send from your Northern Crain or
5 NCR company computer an email, the information about
6 Elijah De La Garza?

7 A No, that is --

8 Q Not true?

9 A -- my computer that I bought.

10 Q And where's it located?

11 A In the other room.

12 Q Was it located at NCR, a building of NCR?

13 A Probably not. Probably at my house.

14 Q And you never involved NCR in any of the
15 communication regarding Elijah. You didn't store the
16 document there. You didn't send it from a computer
17 that was owned by him. You didn't use an a NCR email.
18 You didn't do anything. You made sure that you were
19 completely separate?

20 MR. COTTEN: Objection. Form.

21 THE WITNESS: With Elijah?

22 MR. MCDANIEL: With Tyler, talking
23 about Elijah.

24 MR. BLAIES: Objection. Form.

25 THE WITNESS: I used my computer that I

1 bought with my own money that has numerous
2 subscriptions to emails and cloud storage so.

3 BY MR. MCDANIEL:

4 Q And that computer is at your house; correct?

5 A Oftentimes it's at my house, yes. It is a
6 laptop. It is mobile.

7 Q And when you worked at the office at
8 Northern Crain, is that the computer you used?

9 A Yes.

10 Q And you conducted business NCR business on
11 that computer?

12 A Yes.

13 Q And did you have an NCR email?

14 A Yes.

15 Q And did you have NCR cloud storage?

16 A Yes.

17 Q And when you sought Tyler's advice on it on
18 Elijah De La Garza, are you telling the jury you did
19 that individually, not as an agent or broker for NCR?

20 MR. BLAIES: Objection. Form.

21 THE WITNESS: Will you -- sorry. Will
22 you repeat that?

23 BY MR. MCDANIEL:

24 Q Are you saying that when you sent the
25 information regarding Elijah De La Garza, whether he

1 was a client or prospective client, to Tyler
2 Goldthwaite, you're saying that that was completely
3 you as an individual and had nothing to do with NCR or
4 the entities?

5 A I don't know how to answer that.

6 Q Why? Tell me what you don't understand.

7 A I mean, I -- the two things I can think of
8 are a -- you mentioned an invoice and a buyer's
9 representation agreement that he didn't sign, and
10 Tyler Goldthwaite received copies of those.

11 Q I don't know the information. He received
12 copies of some of it.

13 A Okay. So what was your question?

14 Q The question is when that copies were sent,
15 was it for you individually, you as both individually
16 and as NCR agent broker or was it just as an agent
17 broker making sure you're above board? Help me
18 understand.

19 A Yeah. I don't know when that was sent and
20 what was going on, but it likely was when I was
21 working on Crescendo Development and the limited
22 partnership and for those purposes, I would guess.

23 Q But as you sit here, you don't remember
24 doing that?

25 A No.

1 Q Did Tyler Goldthwaite ever bill an NCR
2 entity?

3 A He would send his invoices to me. He was my
4 attorney, so he was sending me invoices.

5 Q He was your attorney; correct?

6 A Yeah.

7 Q NCR attorney; is that right?

8 MR. BLAIES: Objection. Form.

9 BY MR. MCDANIEL:

10 Q Wait a second. He represented you and the
11 WNC in the creation of the documents of NCR; correct?

12 MR. BLAIES: Objection. Form.

13 THE WITNESS: He represented me and he
14 drafted a company agreement and represented me, yes.

15 BY MR. MCDANIEL:

16 Q But you authorized him to do that as the
17 sole member of the WNC; right?

18 MR. BLAIES: Objection. Form.

19 THE WITNESS: No. I -- he was my
20 attorney, and I asked him to draft documents.

21 BY MR. MCDANIEL:

22 Q But you had on both hats; right? You had on
23 a -- you were a member at that time of WNC. You were
24 the sole member, and then you're asking him to draft
25 documents for WNC and you're saying that you weren't

1 the member then, you were just an individual form?

2 MR. BLAIES: Objection. Form.

3 MR. COTTEN: Objection. Form. You
4 asked him multiple questions and I'm going to ask him
5 not to answer because we can't tell which question
6 he's answering.

7 MR. MCDANIEL: I'm sorry. Can you say
8 it again?

9 MR. COTTEN: Your question was
10 multifarious.

11 MR. MCDANIEL: Okay. "Objection.
12 Form," would be the proper --

13 MR. COTTEN: Right. But then you asked
14 me and I told you.

15 MR. MCDANIEL: Okay. Go ahead.

16 THE WITNESS: What's the question?

17 BY MR. MCDANIEL:

18 Q When you talked to Tyler Goldthwaite about
19 drafting the WNC documents to create NCR company
20 agreements, you were at that time the sole member of
21 WNC?

22 A Okay.

23 Q You had that hat on?

24 A I wear a lot of hats.

25 MR. BLAIES: Objection. Form.

1 BY MR. MCDANIEL:

2 Q Correct. And you had that hat on when you
3 asked him to draft those documents?

4 MR. BLAIES: Objection. Form.

5 MR. COTTEN: Objection. Form.

6 THE WITNESS: I asked my attorney to
7 draft a company agreement for me.

8 BY MR. MCDANIEL:

9 Q What authority did he have? What authority
10 you as an individual to draft those documents?

11 MR. BLAIES: Objection. Form.

12 MR. COTTEN: Objection. Form.

13 THE WITNESS: I was his client.

14 BY MR. MCDANIEL:

15 Q But you're saying he didn't represent WNC,
16 but he's drafting documents for them?

17 A He's drafting documents for me.

18 Q As the member of WNC?

19 MR. BLAIES: Objection. Form.

20 THE WITNESS: No.

21 BY MR. MCDANIEL:

22 Q If somebody came into you and asked you to
23 draft a document for another client at another agency,
24 would you do it?

25 MR. BLAIES: Objection to form.

1 MR. MCDANIEL: I'll strike that
2 question.

3 THE WITNESS: Yeah.

4 MR. MCDANIEL: That didn't make a lot
5 of sense.

6 BY MR. MCDANIEL:

7 Q You're walking a tightrope, aren't you?

8 MR. COTTEN: Objection. Form.

9 THE WITNESS: No.

10 MR. BLAIES: Form.

11 BY MR. MCDANIEL:

12 Q What was it about Michael that you disliked
13 him so much that you would try to or did take him out
14 of this deal?

15 MR. COTTEN: Objection. Form.

16 MR. BLAIES: Objection. Form.

17 THE WITNESS: There was no taking --
18 taking him out of the deal as you put it. It was a
19 completely separate business.

20 BY MR. MCDANIEL:

21 Q No. You intentionally kept him out; right?

22 MR. COTTEN: Objection. Form.

23 THE WITNESS: He had nothing to do with
24 it.

25 //

1 BY MR. MCDANIEL:

2 Q And you intentionally didn't provide him any
3 information about it?

4 MR. COTTEN: Objection. Form.

5 THE WITNESS: It wasn't his deal.

6 BY MR. MCDANIEL:

7 Q And to this day, you haven't told him
8 anything about that deal; correct?

9 A It's not of his business.

10 Q But why did you do that if he was your
11 friend? He was your friend; right?

12 A Michael and I's relationship deteriorated
13 over our working relationship --

14 Q Why?

15 A -- at NCR.

16 MR. COTTEN: Let him finish his answer.

17 BY MR. MCDANIEL:

18 Q Why? I will. I'm sorry.

19 A Well, when NCR was formed, mind you, we
20 had -- I had just come out of a failed merger,
21 although they were new entities, and I put my trust
22 and faith in Michael to be a good partner, watching
23 how hard he fought for Midici, his previous business
24 of his.

25 And shortly after we went into business at

1 Northern Crain Realty, months after he informs me that
2 he is going to run for office. And when he did that,
3 he won. And the partner that I thought I was getting,
4 that one that fought to keep Medici alive, was not the
5 partner that I got once he joined the city council.

6 And he was not very active in the business
7 and it wasn't a very good partnership and I didn't
8 want to continue working with him.

9 Q Well, in fact, you encouraged him to run,
10 didn't you?

11 A No. That was all his idea.

12 Q Well, but you still encouraged him; right?

13 A At that time, I supported him.

14 Q And Northern Crain Realty, they benefited
15 from the publicity that he was a city councilman. You
16 used that in your marketing; correct?

17 A It did way more harm than good.

18 Q Explain.

19 A With that -- with his new role came a lot of
20 stress. And that would spill over into our meetings,
21 when he would attend. When we would physically have a
22 meeting, he wouldn't be present. He was taking calls
23 from constituents, from the mayor, he would announce
24 very loudly.

25 His staff would constantly interrupt our

1 meetings. They would come into our office in the
2 middle of our meetings and interrupt it. It was as if
3 we were a second thought. So that's -- that's why I
4 did not want to continue my relationship.

5 Q And when did you make the decision that you
6 didn't want to continue business with Michael Crain?

7 A I endured that for a while and ultimately
8 when I delivered the one-page proposal, that's when I
9 attempted to have an amicable separation.

10 Q That's also coincided when you'd found out
11 and started working on or already had the Woodhaven
12 properties; correct?

13 A I would say that that is -- those things
14 happened -- were happening concurrently for period of
15 time, but shortly after Michael winning office is
16 really when it started.

17 Q That's when the bad feelings started and the
18 disrespect, I guess, interrupting meetings and that
19 kind of thing?

20 A Uh-huh.

21 Q Is that a yes?

22 A Yes.

23 Q When were you on the -- I'm sorry. Strike
24 that. What years were you on the zoning commission?

25 A I'm not sure. But I'm going to guess like

1 2012 to 2020.

2 Q 2020?

3 A I think. I don't -- I don't remember for
4 certain.

5 Q But for four years you were the chairman;
6 correct?

7 A I believe it was three years.

8 Q Three years. That was a nonpaid position;
9 right?

10 A Correct.

11 Q And did that interfere with your ability to
12 conduct business as a real estate agent or broker?

13 A I don't believe it did.

14 Q What do you want to see happen in this
15 lawsuit?

16 MR. COTTEN: Objection to form.

17 THE WITNESS: What do I want to see
18 happen in this lawsuit?

19 MR. MCDANIEL: Uh-huh.

20 THE WITNESS: I don't think it should
21 have been filed in the first place.

22 BY MR. MCDANIEL:

23 Q And you don't understand why it was filed at
24 all?

25 A I think it gets to personalities and

1 perception.

2 Q How many investors are there in all these
3 Woodhaven entities?

4 A Seventeen.

5 Q How did you find them?

6 A A lot of them are personal relationships.

7 Q Are any of them hold government office or in
8 the past have held government office?

9 A Not to my knowledge.

10 Q And the NDA that you signed where you
11 refused to or instructed not to answer a question of
12 mine, who provided that NDA to them?

13 A Regarding not disclosing who my investors
14 are?

15 Q I guess, yeah.

16 A I don't know what NDA. We've talked about
17 an NDA with Margaret Lattimore.

18 Q No. There was at some point I was asking a
19 question and it would've involved you telling me who
20 the investors were and my understanding is you said
21 that there was an NDA in place?

22 A There's, yeah, language about -- what's the
23 term?

24 Q Nondisclosure?

25 A That one. Yeah. And confidentiality.

1 Q And that is in the subscription agreement?

2 A I don't recall what document it's in.

3 Q When did they sign the document?

4 A It depends upon what document it was, so I'm
5 not sure.

6 Q So as you sit here, you don't know what
7 document it is that prevents you from telling me under
8 oath who the investors are? And I heard the word
9 "nondisclosure agreement," but you're saying you don't
10 recall a nondisclosure agreement. You recall maybe
11 some document that they signed had some language of
12 confidentiality or nondisclosure?

13 A One or the other, yes.

14 Q As you sit here, you don't know though;
15 correct?

16 A I don't recall.

17 Q Why would your lawyer instruct you not to
18 answer if there's not -- you don't know if there's an
19 NDA objection?

20 MR. MCDANIEL: I mean, we can go off
21 the record. Let's go off the record.

22 MR. COTTEN: He's subject to some
23 confidentiality.

24 THE OFFICER: Okay. Are we off --

25 MR. MCDANIEL: Wait, wait, wait. Yes.

1 Off, off, off.

2 THE OFFICER: Okay. The time is 3:07
3 p.m. We're now off the record.

4 (Off the record.)

5 THE OFFICER: The time is 3:33 p.m. We
6 are now back on the record.

7 BY MR. MCDANIEL:

8 Q First, Mr. Northern, I have to apologize for
9 my name-calling. It was inappropriate and was
10 rightfully objected to and called out by your lawyer,
11 and I've apologized to him as well. But I want to
12 apologize to you because my word choice was wrong and
13 inappropriate, and I sincerely apologize on a multiple
14 levels.

15 A Accepted.

16 Q All right. So I have some follow-up
17 questions. I'm going to kind of bounce around here.
18 Does Mr. Goldthwaite have any ownership or financial
19 interest in any company related or connected to the
20 Woodhaven properties?

21 A No.

22 Q Okay. How did you come to hire Cotten
23 Schmidt?

24 A It was a --

25 Q If somebody told you, referred, that's a lot

1 of times how it happens.

2 A Yeah. Referral.

3 Q Okay. And I don't want to know how much
4 they billed, but you are receiving a bill?

5 A Yes.

6 Q And the bill's being paid?

7 A Yes.

8 Q Are you paying the bill or is somebody or a
9 entity paying it?

10 A I'm paying the bill.

11 Q Are you being reimbursed for that payment?

12 A No.

13 Q Okay. Previously we spoke about the three
14 meetings with Elijah De La Garza that occurred at his
15 office. Where is his office located?

16 A He was operating out of the clubhouse
17 building at Woodhaven.

18 Q Have you had any conversations with WT Skip
19 Leake or Skip Leake?

20 A Yes.

21 Q Have you had them about Woodhaven
22 properties?

23 A Yes.

24 Q Okay. Who is he and what was the nature of
25 the conversations? Is he an attorney?

1 A Yes.

2 Q Okay. And if they're attorney client
3 conversations, tell me that as well.

4 A No.

5 Q So who is he? What was the nature of the
6 conversations?

7 A He represented Sue Scoma.

8 Q I didn't expect that answer. So I have to
9 ask a couple more about Skip Leake. What was the
10 nature of the conversations? Was it about
11 negotiation? Was it details? I don't know what, but.

12 A In negotiations he was representing her and,
13 I guess, her business affairs.

14 Q Sandra McGlothlan, have you had
15 conversations with her?

16 A In general or -- yes.

17 Q Yes, in general.

18 A Yes.

19 Q And I understood that she was at some
20 meeting yesterday, a TIF meeting, representing one of
21 the entities, is that --

22 A No.

23 Q Okay. Is she in any way connected with
24 entities? And I think I know how, so I'm just asking
25 if she's connected.

1 A She sits on the TIF 13 board. It was a TIF
2 meeting yesterday.

3 Q Is she associate any way with Woodhaven
4 properties or entities?

5 A Yes.

6 Q Okay. John Wood, have you had any
7 conversations with him?

8 A Yes.

9 Q Who is John Wood?

10 A He is the owner of Econautics, a non-profit
11 that we are working with on the Woodhaven project, and
12 a friend, personal friend, and introduced me to
13 Elijah.

14 Q Did he provide any information to you that
15 he had received from Elijah?

16 A From Elijah. I can recall one -- one
17 instance.

18 Q And tell me about that.

19 A It was when Elijah was pursuing the
20 acquisition of an apartment complex and the
21 introduction -- prior to me being put in direct
22 contact with Elijah, John let me know he was pursuing
23 this apartment complex, and he introduced the two of
24 us.

25 Q Okay. Marc Vessey, had any conversations

1 with him?

2 A A couple, yep.

3 MR. SCHMIDT: What was that name? I'm

4 sorry.

5 MR. MCDANIEL: Vessey. I think

6 that's --

7 MR. SCHMIDT: Oh, Marc Vessey.

8 MR. MCDANIEL: Yeah, yeah, yeah.

9 BY MR. MCDANIEL:

10 Q He's a state rep or US rep?

11 A US.

12 Q Yeah. What's his wife's name?

13 A I don't remember. I don't know.

14 Q What was the nature of those conversations?

15 A Just about Woodhaven in general, about the

16 state of the neighborhood, and that, you know, I was

17 acquiring it and looking to do a project.

18 Q Is he in any way associated with any of the

19 Woodhaven properties or entities?

20 A No.

21 Q I am going to ask you about each entity and

22 ask you a couple of questions about each one.

23 Woodhaven, Concerto No. 1, LP, what percentage

24 ownership do you have in that company?

25 A I believe it is 1 percent or less.

1 Q Does that company have any employees?
2 A No.
3 Q Crescendo Development, LLC, what is your
4 percentage of ownership?
5 A One hundred percent.
6 Q Does Crescendo Development, LLC, have any
7 employees?
8 A A 1099 in Margaret Lattimore.
9 Q Margaret is a W-2?
10 A 1099.
11 Q 1099. And how many others are there?
12 A None.
13 Q Okay. Crescendo Concerto No. 1 Management
14 Company, LLC, what's your percentage of ownership?
15 A One hundred percent. Well, Crescendo
16 Development. I believe it's Crescendo Development has
17 100 percent ownership in the management company.
18 Q Well, okay. So Crescendo Development has a
19 hundred percent in Crescendo --
20 A Concerto No. 1 --
21 Q Concerto No. 1 --
22 A -- Management Company.
23 Q Okay. Infrascala Systems, LLC?
24 A What about that?
25 Q Do you have an interest in that?

1 A I do.

2 Q Interest of ownership?

3 A Uh-huh.

4 Q What is that?

5 MR. COTTEN: You can answer that.

6 THE WITNESS: It's a data center
7 operating company.

8 BY MR. MCDANIEL:

9 Q What is your percentage?

10 A Forty-nine percent.

11 Q How many employees does it have?

12 A None.

13 Q Does this have something to do with your
14 wife?

15 A No.

16 Q Okay. What does the company do? I know
17 it's a data center, but give me a little bit more info
18 if you can. You can go broad strokes. Just trying to
19 get an idea.

20 A Operating data center.

21 Q But what type of data does it deal in?

22 A It's a -- like a co-location data center.

23 Q I still --

24 MR. COTTEN: It just means data comes
25 into it.

1 THE WITNESS: Yeah.

2 BY MR. MCDANIEL:

3 Q Okay. So it takes --

4 A It has servers.

5 Q It takes data --

6 A And stores it.

7 Q -- and stores it, sorts it out, and sells
8 it. Is that the --

9 A No selling, just stores it. Servers. Just
10 holds information.

11 Q Okay. Is it any way connected with --

12 A None of this.

13 Q -- Woodhaven?

14 A No.

15 Q Is it any way connected with real estate,
16 property management, properties?

17 A It -- I mean, it inherently has to own a
18 building to house the --

19 Q No. I mean just the data it receives.

20 A Okay.

21 Q Does it have real estate type data or is it
22 in any way --

23 A No.

24 Q I'm trying to see if it's connected in any
25 way.

1 A It's not connected.

2 Q Okay. So it doesn't do any real estate or
3 anything. It's not a competitive --

4 A No.

5 Q Okay. Panther Den Management, LLC, what's
6 your percentage?

7 A Panther Den Management?

8 Q Uh-huh.

9 A Forty-nine percent.

10 Q And does it have any employees?

11 A No.

12 Q And what does it manage?

13 A Nothing.

14 Q Has it ever managed anything?

15 A No.

16 Q Does it have plans for the future to manage
17 anything?

18 A No.

19 Q Okay. Oh, this is the best part. Have you
20 understood my questions today?

21 A I believe I have.

22 Q Would you like to change any of your
23 answers?

24 A No.

25 MR. MCDANIEL: All right. Thank you.

1 I pass the witness.

2 MR. BLAIES: I'll reserve my questions
3 to the time of trial if necessary.

4 MR. COTTEN: Do you have anything?
5 We'll reserve.

6 MR. MCDANIEL: Perfect. All right.

7 THE OFFICER: Okay. Mr. McDaniel, did
8 you still want an expedite and a rough?

9 MR. MCDANIEL: Yes.

10 THE OFFICER: Okay. Due on 11/13, so
11 being next Thursday?

12 MR. MCDANIEL: Thirteen? No. We got
13 to have it.

14 MS. AMIS: No. I need to have it by --

15 MR. MCDANIEL: Got to have it before
16 then. Got to have it seven days. Wow.

17 MS. AMIS: Monday.

18 THE OFFICER: Monday?

19 MS. AMIS: I'd like it Sunday, but.

20 THE OFFICER: Okay. And then, let's
21 see. Mr. Cotten, would you like to purchase today?

22 MR. COTTEN: We do want a copy.

23 THE OFFICER: Okay. And then
24 Mr. Blaies, would you like to purchase today?

25 MR. BLAIES: Yes, ma'am. I'd like a

1 copy as well as a rough if I could, since I got a
2 report and I can't take my notes.

3 THE OFFICER: All right. Awesome.
4 Thank you.

5 MR. BLAIES: So how soon do you do the
6 roughs? Well, maybe a guess is -- yes. Whenever they
7 get their expedited, we are a copied, so thank you.

8 THE OFFICER: Sure. Okay. The time is
9 3:45 p.m. We are now off the record.

10 (Signature reserved.)

11 (Whereupon, at 3:45 p.m., the
12 proceeding was concluded.)

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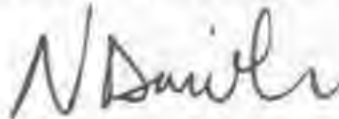
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CERTIFICATE OF DEPOSITION OFFICER

I, NICOLE DAVILA, the officer before whom
the foregoing proceedings were taken, do hereby
certify that any witness(es) in the foregoing
proceedings, prior to testifying, were duly sworn;
that the proceedings were recorded by me and
thereafter reduced to typewriting by a qualified
transcriptionist; that said digital audio recording of
said proceedings are a true and accurate record to the
best of my knowledge, skills, and ability; that I am
neither counsel for, related to, nor employed by any
of the parties to the action in which this was taken;
and, further, that I am not a relative or employee of
any counsel or attorney employed by the parties
hereto, nor financially or otherwise interested in the
outcome of this action.



November 11, 2025

NICOLE DAVILA
Notary Public in and for the
State of Texas

[X] Review of the transcript was requested.

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CERTIFICATE OF TRANSCRIBER

I, MEGAN RUSSELL, do hereby certify that
this transcript was prepared from the digital audio
recording of the foregoing proceeding, that said
transcript is a true and accurate record of the
proceedings to the best of my knowledge, skills, and
ability; that I am neither counsel for, related to,
nor employed by any of the parties to the action in
which this was taken; and, further, that I am not a
relative or employee of any counsel or attorney
employed by the parties hereto, nor financially or
otherwise interested in the outcome of this action.

November 11, 2025



MEGAN RUSSELL

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FURTHER CERTIFICATION UNDER RULE 203 TRCP

I, NICOLE DAVILA, the officer before whom
the foregoing proceedings were taken, do hereby
certify:

That the deposition transcript was submitted
to the witness or to the attorney for the witness for
examination and signature on _____; or
[]examination and signature was waived;

That the transcript []was/[]was not
returned by the witness, and if so, on
_____;

That, if returned, the attached Changes and
Signature page contains any changes and the reasons
therefor;

That the transcript was delivered in
accordance with Rule 203.3;

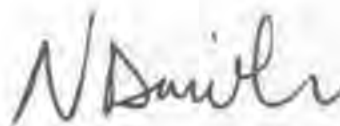
That the amount of time used by each party
at the deposition is as follows:

Mr. Avery McDaniel	- 04 HRS: 16 MIN
Ms. Garette Amis	- 00 HRS: 00 MIN
Mr. Randall Schmidt	- 00 HRS: 00 MIN
Mr. Larry Cotten	- 00 HRS: 00 MIN
Mr. Gregory Blaies	- 00 HRS: 00 MIN

1 That \$ _____ is the deposition
2 officer's charges to the PLAINTIFF for preparing
3 the original deposition transcript and any copies of
4 exhibits;

5 That a copy of the certificate was served on
6 all parties on _____, and filed with
7 the Clerk.

8 Certified this ____ day of _____,
9 202____.

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11 
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13 NICOLE DAVILA

14 Notary Public in and for the

15 State of Texas

16 Veritext Firm Registration No. 571
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1 avery@averymcdaniel.com

2 November 11, 2025

3 RE: Crain, Michael, D v. Northern, William, Et Al

4 DEPOSITION OF: William Northern (# 7735556)

5 The above-referenced witness transcript is
6 available for read and sign.

7 Within the applicable timeframe, the witness
8 should read the testimony to verify its accuracy. If
9 there are any changes, the witness should note those
10 on the attached Errata Sheet.

11 The witness should sign and notarize the
12 attached Errata pages and return to Veritext at
13 errata-tx@veritext.com.

14 According to applicable rules or agreements, if
15 the witness fails to do so within the time allotted,
16 a certified copy of the transcript may be used as if
17 signed.

18 Yours,

19 Veritext Legal Solutions
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1 Crain, Michael, D v. Northern, William, Et Al
2 William Northern Job No. 7735556
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Crain, Michael, D v. Northern, William, Et Al
William Northern 7735556

ACKNOWLEDGEMENT OF DEPONENT

I, William Northern, do hereby declare that I
have read the foregoing transcript, I have made any
corrections, additions, or changes I deemed necessary as
noted above to be appended hereto, and that the same is
a true, correct and complete transcript of the testimony
given by me.

William Northern

Date

*If notary is required

SUBSCRIBED AND SWORN TO BEFORE ME THIS
_____ DAY OF _____, 20____.

NOTARY PUBLIC