

Will Northern Deposition Supplemental Business Excerpts

Deposition of William Northern - November 6, 2025

Selected testimony concerning the Woodhaven investment structure, Crescendo staffing, confidentiality practices and the sharing of documents relating to Elijah De La Garza.

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Editorial note. These pages are reproduced from the complete public deposition transcript. The selections are organized by subject for resident review. Questions, objections and answers are included as they appear in the transcript. Selection of a passage does not establish that an allegation in a question is true; the witness's answer and surrounding context should be read together.

The complete transcript should be retained in the source archive and may be made available separately for readers who want the full record.

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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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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 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 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 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.