

# EXHIBIT “A”

Reporter’s Transcript of Proceedings  
Monday, March 11, 2013  
(only Relevant pages Referenced in  
Response to OSC)

# EXHIBIT “A”

intrigue031113 txt

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1 UNITED STATES DISTRICT COURT  
 2 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION  
 3 HONORABLE OTIS D. WRIGHT  
 4 UNITED STATES DISTRICT JUDGE PRESIDING

5 - - -

6 Ingenuity 13 LLC, )  
 7 PLAINTIFF, )  
 8 VS. ) NO. CV 12-8333 ODW  
 9 John Doe, et al., )  
 10 DEFENDANT, )

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REPORTER'S TRANSCRIPT OF PROCEEDINGS  
 LOS ANGELES, CALIFORNIA  
 MONDAY, MARCH 11, 2013

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 U.S. Official Court Reporter  
 312 North Spring Street, #436  
 Los Angeles, California 90012

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5 intrigue031113 txt  
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1 LOS ANGELES, CALIFORNIA; MONDAY, MARCH 11, 2013

2 1:38 P.M.

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6 THE CLERK: Calling Item No. 4, CV 12-8333-ODW,  
7 CV 12-6662, ODW, CV 12-6668, Ingenuity 13 LLC versus John  
8 Doe, additionally, CV 12-6636 ODW, CV 12-6669, AF  
9 Holdings LLC versus John Doe.

10 Counsel, please state your appearances.

11 MR. WAXLER: Andrew Waxler, your Honor, and Barry  
12 Brodsky for Mr. Gibbs who is present in the courtroom.  
13 Thank you.

14 THE COURT: Good afternoon, counsel.

15 MR. PIETZ: Good afternoon, your Honor. Morgan

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14 they didn't file income taxes because they were not  
15 required in where they were domiciled, but you may be  
16 right and I may be wrong.

17 THE COURT: No. He quite clearly said they have  
18 not filed income taxes anywhere.

19 MR. WAXLER: I understand that. I just thought it  
20 was a different reason for not filing them.

21 THE COURT: well, probably because they don't do  
22 anything, do they?

23 MR. WAXLER: well, they in hearing from Mr -- in  
24 reading from what Mr. Hansmeier says, they obviously own  
25 valid copyrights, and those entities retain law firms

16

1 like Prenda Law, apparently, to file actions such as the  
2 ones that are at issue today.

3 THE COURT: They retain firms? seriously?

4 You can hardly keep a straight face, can you?

5 MR. WAXLER: No, your Honor.

6 THE COURT: These entities were basically created  
7 by these lawyers; right? They have no business. They  
8 have no employees. They have no function really. They  
9 are not even really a shell, are they?

10 MR. WAXLER: I don't know, your Honor.

11 THE COURT: The law firms are basically  
12 prosecuting these actions on their own behalf, aren't  
13 they?

14 MR. WAXLER: Mr. Gibbs never had any client  
15 contact with those clients. Mr. Gibbs received  
16 information from Mr. Hansmeier and Mr. Steele, and those  
17 individuals advised Mr. Gibbs that they had talked to the  
18 clients.

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19 THE COURT: Hansmeier and Steele, are those the  
20 individuals to whom you refer in your papers to as the  
21 senior partners in the law firm.

22 MR. WAXLER: Yes, they are.

23 THE COURT: I have another question. Does  
24 Mr. Gibbs have an indemnity or hold harmless agreement  
25 from these senior partners? Or is he out there on his

1 own?

2 MR. WAXLER: He has no hold harmless agreement  
3 from these partners that I am aware of.

4 THE COURT: Okay. All right.

5 MR. WAXLER: He was an of counsel, w -- 1099,  
6 independent contractor for Prenda Law.

7 THE COURT: All right. Now, the court is coming  
8 to the conclusion, and this is why it has been wonderful  
9 to have someone here to disabuse me of the notion that  
10 all of these lawsuits are being prosecuted on behalf of  
11 the lawyers, that all of the settlement funds inure  
12 solely to the benefit of the lawyers because not dime  
13 one has been transmitted to AF Holdings or to Ingenuity  
14 13.

15 Now, if there is information to rebut that, I  
16 would love to hear it. But, otherwise, that is what I am  
17 stuck with. So now I am wondering why is it that no  
18 disclosure has been made in this court and probably in  
19 none of the federal courts that the lawyers have a  
20 pecuniary interest in the outcome of these cases?

21 MR. WAXLER: I don't believe that that is what  
22 Mr. Gibbs understands the case to be. The fact that the  
23 settlement funds were not transmitted as of yet to those  
24 entities doesn't mean those settlement funds aren't being

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25 held in trust for those entities. Mr. Gibbs has no

18

1 information whatsoever, your Honor, to understand  
2 anything different than what I just described.

3 MR. BRODSKY: Your Honor, may I interject one  
4 point?

5 THE COURT: Sure. Your name again?

6 MR. BRODSKY: Barry Brodsky.

7 THE COURT: All right. Go ahead, sir.

8 MR. BRODSKY: My understanding and it is only from  
9 reading the same deposition transcript was that those  
10 funds remained in the trust accounts of the various law  
11 firms that were representing the companies to defray  
12 future expenses.

13 THE COURT: And what were those expenses other  
14 than filing fees?

15 MR. BRODSKY: I would assume they would be filing  
16 fees, investigative fees, you know, basically that.

17 THE COURT: To -- okay.

18 MR. BRODSKY: But that is just my reading of the  
19 deposition.

20 THE COURT: Okay. And after that is done, then  
21 what?

22 MR. BRODSKY: Apparently -- well, we don't know  
23 where that trail ends, whether that trail has ended. But  
24 we do know this. We know that none of those funds  
25 reached Mr. Gibbs.

19

1 THE COURT: And we also know none of those funds  
2 reached Ingenuity 13 and AF Holdings.

3 MR. BRODSKY: Apparently, from Mr. Hansmeier's

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4 testimony, that is correct.

5 THE COURT: Who was the corporate designee, the  
6 30(b)(6) designee for AF Holdings; right?

7 MR. BRODSKY: Yes.

8 THE COURT: And none of those funds ever reached  
9 AF Holdings.

10 MR. BRODSKY: According to him, that's correct.

11 THE COURT: All these lawsuits settled on behalf  
12 of AF Holdings; right? But they reside in the law firm's  
13 trust account.

14 MR. BRODSKY: Some obviously were settled, yes.

15 THE COURT: You know what was really interesting,  
16 a lawsuit handled by law firm A, the settlement funds  
17 then are transmitted to law firm B's trust account, law  
18 firm B being controlled by Mr. Steele. I don't know. I  
19 just find these things curious.

20 All right. Any other light to be shed on some  
21 of the court's concerns with respect to this foolishness  
22 here because -- by the way, is there a Mr. Cooper here?

23 MR. PIETZ: Your Honor, Mr. Cooper is in  
24 attendance today, and I believe prepared to confirm that  
25 these documents are founded on forgeries.

□

20

1 THE COURT: Is there an Alan Cooper in the  
2 courtroom? Don't be shy. Come forward, sir.

3 (The witness was sworn.)

4 THE CLERK: Thank you. Have a seat.

5 THE COURT: By the way, while we are on the  
6 subject, is there a Mark Lutz in the courtroom as well?

7 Is either Hansmeier in the courtroom?

8 MS. ROSING: Your Honor, I am the attorney  
9 specially appearing for them and if I could finish my

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10 request?

11 THE COURT: I just want to know if they are here.

12 MS. ROSING: They are not physically here, your  
13 Honor?

14 THE COURT: Thank you. Good.

15 MR. PIETZ: Your Honor, my understanding was that  
16 Ms. Rosing was representing one of the Hansmeiers. Is  
17 that different, or are you also representing Peter  
18 Hansmeier?

19 MS. ROSING: I did not have an opportunity to say,  
20 but I do not represent Peter Hansmeier.

21 THE COURT: I didn't think you would be. The  
22 technician? I didn't think you would be.

23 MR. WAXLER: Your Honor, while those individuals  
24 are not present, my understanding is they are available  
25 by phone.

21

1 THE COURT: Is that right. Okay. I may take them  
2 up on that. Maybe. Anyway.

3

4

DIRECT EXAMINATION

5 BY THE COURT:

6 Q Mr. Cooper, your name is Alan Cooper?

7 A Yes, sir.

8 Q And where do you reside, sir?

9 A Isle, Minnesota.

10 Q Isle, Minnesota. Do you have any connection -- let  
11 me just ask you specifically, do you have any connection  
12 with Mr. Gibbs?

13 A No, sir.

14 Q Ever met Mr. Gibbs before?

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- 15 A No.
- 16 Q what about Paul Hansmeier, any connection with him?
- 17 A No.
- 18 Q Ever meet him before?
- 19 A No.
- 20 Q what about John Steele?
- 21 A Yes.
- 22 Q what was your connection with Mr. Steele?
- 23 A I was a caretaker for a piece of property that he
- 24 had in Northern Minnesota.
- 25 Q And when was this?

22

- 1 A I think from 2006 till last August.
- 2 Q You worked for him from 2006 until August of 2012?
- 3 A No, I did not work for him. I was a caretaker for
- 4 his piece of property. He had two houses. I lived in
- 5 one and then took care of everything else there.
- 6 Q Okay. And he paid you?
- 7 A No.
- 8 Q who paid you?
- 9 A There was no pay. It was I lived in the one house,
- 10 and I took care of everything on the property for free.
- 11 Q Or in exchange for a place to live?
- 12 A Yes.
- 13 Q All right. So you didn't have to pay for your
- 14 housing; correct?
- 15 A Correct.
- 16 Q So in exchange for housing on the property, you
- 17 took care of his property?
- 18 A Yes.
- 19 Q And this was a deal you negotiated with Mr. Steele?
- 20 A Yes.

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