

1
2
3
4
5
6
7
8
9
10
11
12
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14
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16
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CAUSE NO. 067-270669-14

JAMES MCGIBNEY, and) IN THE 67TH JUDICIAL
VIAVIEW, INC.,)
Plaintiffs,)
VS.) DISTRICT COURT
THOMAS RETZLAFF, LORA)
LUSHER, JENNIFER)
D'ALLESANDRO, NEAL)
RAUHAUSER, MISSANNONEWS)
AND DOES 1 - 5,)
Defendants.) TARRANT COUNTY, TEXAS

ORAL AND VIDEOTAPED DEPOSITION OF
NEAL RAUHAUSER
NOVEMBER 4, 2019

ORAL AND VIDEOTAPED DEPOSITION OF NEAL RAUHAUSER,
produced as a witness at the instance of the PLAINTIFFS,
and duly sworn, was taken in the above-styled and
numbered cause on November 4, 2019, from 11:47 a.m. to
12:28 p.m., via telephone video conference, before
Kimala S. Showers, CSR in and for the State of Texas,
reported by machine shorthand, at the offices of Stoke
Coworking, 608 East Hickory Street, Suite 128, Denton,
Texas, pursuant to the Texas Rules of Civil Procedure
and the provisions stated on the record or attached
hereto.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 A P P E A R A N C E S

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8 FOR THE DEFENDANTS THOMAS RETZLAFF, LORA LUSHER,
9 JENNIFER D'ALLESANDRO, NEAL RAUHAUSER, MISSANNONEWS AND
10 DOES 1 - 5:

9

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JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1	INDEX		
2			PAGE
3	Appearances.....		2
4	NEAL RAUHAUSER		
	Examination by Mr. Stone.....		5
5			
	Signature and Changes.....		33
6			
	Reporter's Certificate.....		35
7			
8		EXHIBITS	
9		(E-marked)	
10	NO.	DESCRIPTION	PAGE
11	A	Affidavit.....	8
	F	E-mail.....	15
12	G	Website Excerpt.....	19
	J	Affidavit.....	27
13	K	Previous Lawsuit.....	28
	L	Mandate.....	29
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 THE NOTARY: Raise your right hand.

2 Do you swear or affirm that the testimony
3 you're about to give today shall be the truth, the whole
4 truth, and nothing but the truth?

5 THE WITNESS: I do.

6 THE REPORTER: And could I get the notary
7 to state her information for the record?

8 THE WITNESS: What's that?

9 MR. STONE: She asked if the notary could
10 state her information for the record.

11 THE NOTARY: Which information, name, last
12 name?

13 THE REPORTER: Yes, please.

14 THE NOTARY: Alina Lebedehik. You want the
15 spelling?

16 THE REPORTER: Yes, please.

17 THE NOTARY: A-L-I-N-A, last name is L-E-B,
18 like boy, E-D, like David, E-H-I-K.

19 THE REPORTER: Thank you.

20 THE NOTARY: Would you like my commission
21 number?

22 THE REPORTER: Yes, please.

23 THE NOTARY: It is 2276572, expires
24 February 3, 20 --

25 THE REPORTER: 2020? You said, 2020?

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 MR. STONE: That was just 2020? It wasn't
2 20-something?

3 THE WITNESS: 2023.

4 THE REPORTER: Oh, 2023.

5 MR. STONE: Oh, okay.

6 THE REPORTER: Gotcha. Okay.

7 MR. STONE: All right. I think we are good
8 on our end. Neal, are you ready?

9 THE WITNESS: That's it? She can go.

10 MR. STONE: Okay, great.

11 NEAL RAUHAUSER,

12 After having been first duly sworn, testified as
13 follows:

14 DIRECT EXAMINATION

15 BY MR. STONE:

16 Q. So your name, again, for the record?

17 A. Neal Rauhauser.

18 Q. And you are a Defendant in this case?

19 A. I am.

20 Q. And you are the person listed as Call-In User 1
21 on this Ring Central interface?

22 A. It shows me with my name, but yes, I'm present.

23 Q. But I guess both entities are you, correct, the
24 one that says Neal and the one that says Call-In User,
25 because that just appeared when you called in. I just

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 want to confirm it for the record.

2 A. Yeah. The video and then the call-in should be
3 audio.

4 Q. And you are a Defendant in this case?

5 A. Yes.

6 Q. And how did you verify your identity with the
7 notary there?

8 A. I just showed her my driver's license.

9 Q. Okay. And you are represented by Jeffrey
10 Dorrell of Hanszen LaPorte?

11 A. I am.

12 Q. And how did you find Mr. Dorrell?

13 A. I received notification of the lawsuit, and I
14 don't recall the day, maybe February 20th, and then I
15 started Googling, and just look at the opposing counsel
16 and the parties involved. And I quickly found a website
17 called Operation Climb Watch, and I remember a case on
18 there he was listed as counsel for the most recent one,
19 or one of the ones that was very visible on the site.

20 Q. Okay. And the name of the site again was what?

21 A. I think it was called Operation Climb Watch.

22 Q. Okay, okay. So you ended up retaining
23 Mr. Dorrell of Hanszen LaPorte, right?

24 A. I did.

25 Q. Okay. I have an exhibit I would like you to

1 look at. I'm going to share my screen for a moment.
2 This is marked as Plaintiff's A, and let me get this
3 opened and get my screen shared, and let me know if you
4 can read everything once it's up. Just a second.

5 A. I'm not seeing anything other than video
6 conferencing and pages.

7 MR. STONE: Hey, Mr. Patel, I saw
8 screen-sharing options earlier, but I'm not seeing them
9 now.

10 MR. PATEL: Have you actually hit the
11 share button down below? There should be a green option
12 on the very, very bottom bar that just says, share.

13 MR. STONE: Oh, wow. Okay. Okay. And
14 it's only going to share whatever individual item I
15 select?

16 MR. PATEL: It depends on which screen
17 you're actually selecting.

18 MR. STONE: So if it's like a PDF document?

19 MR. PATEL: Yes. If you already have that
20 PDF document opened --

21 MR. STONE: I do.

22 MR. PATEL: And that's the only thing you
23 want to share, that's what I strongly recommend opening
24 only.

25 MR. STONE: Okay. And I can go back and

1 share something else separately?

2 MR. PATEL: Yeah, you just close out the
3 share screen and then reopen it --

4 MR. STONE: Okay.

5 MR. PATEL: -- whenever you want.

6 (Deposition Exhibit A e-marked.)

7 Q. (BY MR. STONE) Okay. How is that? Is that
8 working out?

9 A. Yeah.

10 Q. Okay.

11 A. I can see it.

12 Q. All right. And I'll go to the top here. And I
13 guess Plaintiff's A is actually -- starts with -- it was
14 an affidavit in the case that includes the retainer
15 agreement. But do you recognize this document starting
16 here to be the retainer agreement?

17 A. Yes.

18 Q. Okay. And you did sign this agreement?

19 A. I did.

20 Q. Okay. So I'm going to jump down to
21 Section 3.0. Can you please review that section for a
22 moment, and then I'm going to ask you some questions
23 about it.

24 A. Okay.

25 Q. Now, it says you agreed to provide a retainer

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 of \$2,500, correct?

2 A. Yes.

3 Q. Did you do so?

4 A. I did.

5 Q. And in what form did you provide that retainer?

6 A. It was provided in the form of a check.

7 Q. Okay. And who issued that check?

8 A. Julie Sigwart.

9 Q. Okay. So it was actually Julie who issued the
10 check, not you?

11 A. Correct.

12 Q. Okay. Why was that?

13 A. Due to identity theft, which I believe your
14 client had a hand in assisting in 2013, I don't have
15 access to banking services, so Julie agreed to send the
16 check on my behalf.

17 Q. Okay. And that was through herself personally,
18 or what?

19 A. I only saw the check a few weeks ago, when a
20 guy named Doug Stewart posted it on the Internet, and
21 discovered that it had been written by Happy Chaos, LLC.

22 Q. Okay. And before seeing that check, were you
23 aware of the existence of that LLC?

24 A. Not the limited liability company, but the
25 Happy Chaos domain has been Julie's for some time.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 Q. Okay. And what does she use it for?

2 A. She does graphic arts, she builds websites, she
3 writes, so just general creative promotional stuff.

4 Q. Okay. And how did you come to know her?

5 A. The Daily Coast, I think we're writers there.

6 Q. All right. And what sort of arrangements did
7 you make with her to pay back the \$2,500?

8 A. I had a client out of country at the time, and
9 it was problematic getting funds back and forth. And
10 she agreed to cover the 2,500 until I got some money in.

11 Q. And you were just going to pay her back once
12 you got the funds?

13 A. Yes.

14 Q. And how were you going get that money to her?

15 A. I don't recall what I did.

16 Q. Okay. And have you actually given her that
17 money?

18 A. What?

19 Q. Have you since paid her back?

20 A. Yes.

21 Q. Do you have any record of doing so?

22 A. No.

23 Q. Okay. But it would be your testimony that it
24 wasn't payment made through a bank, correct?

25 A. Correct.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 Q. But she didn't live near you at the time,
2 correct?

3 A. Correct.

4 Q. So you had to get the money to her either by
5 mail or through some electronic means?

6 A. I don't recall. This was six years ago.

7 Q. Okay. Going back to Section 3, Section 3 also
8 says that you will not be required to replenish this
9 retainer when exhausted. The firm's representation and
10 compensation will be contingent upon a recovery after
11 the first \$2,500 is depleted. Did you read that section
12 before you signed the agreement?

13 A. Yes.

14 Q. And did you understand it?

15 A. Yes.

16 Q. Okay. So if the money's coming back to you --
17 well, sorry. If the compensation is contingent upon a
18 recovery, what would the recovery be? I mean, this was
19 not a suit for damages. I mean, you weren't making a
20 suit for damages, so what would there be to be
21 recovered?

22 A. The Texas Citizen's Participation Act specifies
23 that the Defendant in a frivolous litigation motion may
24 recover reasonable attorney's fees and a sanction
25 sufficient to deter further frivolous litigation.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 Q. Okay. So you were counting on getting
2 attorney's fees? Because that actually would just go to
3 your attorney.

4 MR. DORRELL: Objection, form.

5 A. Yes, that's -- that's the wording of the
6 statute.

7 Q. (BY MR. STONE) Okay. Were you counting on
8 collecting sanctions money personally?

9 A. Prior to speaking with Jeff, I was only aware
10 that the TCPA existed; I didn't know anything about the
11 sanctions.

12 Q. Okay. But you weren't worried about paying any
13 money for his representation?

14 A. We have a contingent fee agreement.

15 Q. Okay. So it was your expectation that you
16 weren't going to be on the hook for whatever happened in
17 the case?

18 MR. DORRELL: Objection, form.

19 Q. (BY MR. STONE) You can answer. It's a
20 deposition.

21 A. Is that objection, form indicating that I am
22 not to answer this?

23 Q. He will instruct you not to answer.

24 MR. DORRELL: I -- pardon me, Mr. Stone. I
25 will instruct you not to answer if I don't want you to

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 answer. I make objections to form to simply preserve an
2 objection for a ruling at a later date.

3 Q. (BY MR. STONE) So did you ever expect to have
4 to pay Mr. Dorrell or Hanszen LaPorte any money for this
5 representation?

6 A. I expected to recover the entire cost of this
7 process from Mr. McGibney and ViaView.

8 Q. Okay. Well, then I would like to move down
9 Section 4, and I need to reshare that document. You can
10 no longer see it on your end?

11 A. I don't see anything. It's just -- it's an
12 admin and Call-In User 1.

13 Q. Okay. Did it come back?

14 A. Yes, that's good.

15 Q. All right. So looking at Section 4, terms of
16 payment. Could you please review that section for a
17 moment?

18 A. Okay.

19 Q. All right. It says, All invoices for
20 attorney's fees and expenses are due upon receipt. Have
21 you ever received an invoice from Hanszen LaPorte?

22 A. Yes.

23 Q. Okay. And did you pay that invoice when you
24 received it?

25 A. Per the terms in Section 3, I paid an initial

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 \$2,500 retainer and was not required to refill the
2 account.

3 Q. Okay. Have you had any arrangements with
4 Hanszen LaPorte since the signing of this agreement
5 about how fees will be covered or expenses will be
6 recovered, or anything having to do at all with how --

7 A. Yes.

8 Q. Okay. And what sort of agreement would that
9 be?

10 A. When the case went to appeal, we updated the
11 agreement.

12 Q. And do you have a copy of that?

13 A. Yes.

14 Q. Okay. We would request that that be produced.
15 Do you have that on you at this time?

16 A. I do not.

17 Q. All right. And did you -- could you describe
18 the full terms of that or the essential terms of that
19 agreement?

20 A. It is precisely the language in the first
21 agreement and the additional terms are that half of the
22 sanction will go to Hanszen LaPorte.

23 Q. Half of the sanctions would go to Hanszen
24 LaPorte?

25 A. Yes.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 Q. Okay. I would like to show you another
2 exhibit. This one is marked as Plaintiff's F. It
3 should be coming up in just a moment.

4 Okay. Can you see that on your screen --
5 (Deposition Exhibit F e-marked.)

6 A. Yes.

7 Q. (BY MR. STONE) And is it large enough to be
8 legible?

9 Okay. Do you remember sending this e-mail?

10 A. I do not.

11 Q. Okay. You don't recognize any of the contents
12 here?

13 A. No.

14 Q. Okay. But it does seem to make an accurate
15 characterization of the new terms that you've just
16 explained to us, doesn't it?

17 MR. DORRELL: Objection, form.

18 A. I -- it would have to be zoomed. I can't --

19 Q. (BY MR. STONE) Okay. Just a moment.

20 A. That does seem to be the substance of the
21 signed agreement.

22 Q. Okay. Now, do you deny sending this e-mail or
23 do you simply not recognize it?

24 A. I don't recall.

25 Q. Okay. But you did just state that it does seem

1 to embody the essential terms of the additional
2 agreement?

3 A. Yes.

4 Q. Okay. All right. The -- regarding invoices
5 you received from Hanszen LaPorte, did you ever pay any
6 of them?

7 A. I'm sorry, what was the question?

8 Q. Did you ever pay any of the invoices you
9 received from Hanszen LaPorte?

10 A. I think if you read Section 3, you will see
11 that my retainer was \$2,500, and I was not required to
12 refill the account.

13 MR. STONE: Okay. Objection,
14 nonresponsive. It doesn't really matter in a
15 deposition.

16 Q. (BY MR. STONE) But I'm asking for a yes or no
17 answer, which you must answer. Have you ever paid any
18 of the invoices you received from Hanszen LaPorte?

19 A. And I will again refer you to Section 3, which
20 contains the specifics regarding how much I have paid
21 for initial representation and what would happen when
22 that was exhausted.

23 MR. STONE: I'm going to ask your attorney
24 to instruct you to answer, so we don't have to get the
25 Court to do so.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 MR. DORRELL: I'm not going to instruct the
2 witness to give a different answer. You just don't like
3 his answer.

4 MR. STONE: It's a yes or no answer. Have
5 you ever paid any invoices you received from Hanszen
6 LaPorte? If he's got reason he didn't pay them, that's
7 fine, but he still needs to acknowledge whether or not
8 he paid one out of pocket. It's a simple yes or no.

9 A. It's a simple reference back to Section 3,
10 which described that I paid \$2,500, and once that was
11 exhausted I didn't have to pay anything else until we
12 managed to recover from Mr. McGibney.

13 Q. (BY MR. STONE) Okay.

14 MR. STONE: I'm going to renew my objection
15 as to nonresponsiveness and ask that that be stricken.

16 Q. (BY MR. STONE) Has Julie Sigwart ever paid any
17 of the invoices from Hanszen LaPorte?

18 A. No.

19 Q. Okay. Are you aware of any other party that
20 may have paid an invoice to you from Hanszen LaPorte?

21 A. I think you mangled that sentence.

22 Q. An invoice to you. Any of the invoices from
23 Hanszen LaPorte to you, regarding those. Has anyone
24 else ever paid any of those on your behalf?

25 A. Did anyone else ever pay a Hanszen LaPorte

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 invoice for me?

2 Q. Correct?

3 A. No. No.

4 Q. So the only thing paid on your behalf was the
5 retainer for \$2,500?

6 A. Correct.

7 Q. And based on your repeated references to
8 Section 3, it's fair to say that you never paid [sic] on
9 paying any of the invoices in this case, correct?

10 MR. DORRELL: Objection, form.

11 A. Referring back to Section 3 again, I think the
12 initial retainer and signing the agreement with the
13 contingent fees.

14 Q. (BY MR. STONE) Right. But you never -- and
15 which means to you, is it your understanding that
16 Section 3 means you were never going to have to pay any
17 of those invoices out of pocket yourself?

18 A. Section 3 means that the fees are incurred as
19 the service is rendered, and when we recover from this
20 particular case, then they would be paid first.

21 Q. And what if you don't recover, sir?

22 A. Probably from the sanction division.

23 Q. And what if you don't recover, then will you
24 pay the invoices?

25 A. It's a contingent fee agreement, I need --

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 would have review the paperwork and I would get an
2 attorney, and it's up to the court whether to do it.

3 Q. Okay. I would like you to review another
4 exhibit. This one is marked as Plaintiff's Exhibit G.
5 This is an excerpt from the record. It's page 1220 from
6 the record in the most recent appeal. It should be
7 coming up on your screen now. Can you read that?

8 (Deposition Exhibit G e-marked.)

9 A. Sure.

10 Q. (BY MR. STONE) Okay. And you acknowledge
11 making this particular statement through your Twitter
12 account, NRauhauser?

13 A. Absolutely not.

14 Q. You did not make this statement?

15 A. It's on a website that I do not control. There
16 is no way to authenticate this.

17 Q. I'm asking you to authenticate it.

18 A. Nope.

19 Q. Okay. So it's your testimony right now that
20 the Neal Rauhauser Twitter account was neither created
21 by you nor in your control?

22 Let me split it up. Was it created by you?

23 A. Was what created by me?

24 Q. This Twitter account, Neal Rauhauser?

25 A. I don't see a Twitter account on the screen.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 Q. Okay. What part of the screen -- can you see
2 the excerpt here? This is a Twitter screenshot and the
3 tweet was made by an account @NRauhauser. Can you see
4 that on the screen?

5 A. This is not Twitter.

6 Q. Is this a blog? Is this a screenshot of a blog
7 post?

8 A. (Inaudible) files --

9 Q. Okay.

10 A. -- but this is not the Twitter website.

11 Q. Oh, okay. All right. My mistake. So in any
12 event, it's your testimony that you did not make this
13 statement? Is it your testimony that -- go ahead.

14 A. I do not recall making that statement.

15 Q. You do not recall making that statement. Okay.

16 So did you ever state to anyone, orally or
17 in written form, words to the effect of, The sole
18 exception to that is the enormous legal bill he's on the
19 hook for, but I don't have to do anything there. It's
20 Hanszen LaPorte's receivable.

21 A. I don't recall.

22 Q. Okay. So if you recover substantially from
23 this case through sanctions or whatever money you except
24 to recover, do you owe any of that to Happy Chaos Media
25 or Julie Sigwart?

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 MR. DORRELL: Sorry. Objection, form.

2 MR. STONE: Why -- can you get more
3 specific with that?

4 MR. DORRELL: You're asking about my
5 objection?

6 MR. STONE: Yes.

7 MR. DORRELL: Recover substantially is
8 ambiguous.

9 MR. STONE: Okay.

10 Q. (BY MR. STONE) If you recover in this case, do
11 you plan to share any of the recovered money with Happy
12 Chaos Media or Julie Sigwart?

13 A. No.

14 Q. Okay. At the time you engaged Hanszen LaPorte,
15 were you actively employed?

16 MR. DORRELL: Objection, form.

17 MR. STONE: Can you get more specific with
18 your objection?

19 MR. DORRELL: I think actively employed is
20 also ambiguous.

21 Q. (BY MR. STONE) Okay. Were you employed at the
22 time you engaged Hanszen LaPorte?

23 A. I had a client in that February/March, yes.

24 Q. Okay. So what -- what was the nature of your
25 employment?

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 A. Given the massive amount of harassment that my
2 friends and family and people I haven't talked to in 20
3 years have received from James McGibney and his
4 associates, I'm going to take a second here to look
5 precisely at what Judge Cosby had to say at this
6 hearing. Give me just a second here.

7 MR. STONE: Objection, nonresponsive.

8 A. I'm going to recess this hearing. I'm going to
9 order Mr. Rauhauser be made available for his deposition
10 for the sole purpose of determining what arrangements
11 were made contractually, or any arrangements made with
12 respect to attorney's fees and any payment to be made.
13 I don't see anything there about where I earn money. So
14 that seems like that's that going to be the end of that.

15 MR. STONE: Mr. Dorrell, that is exactly
16 where I'm going with my line of questioning, if you
17 would please instruct your client to answer.

18 MR. DORRELL: I'm going to instruct him not
19 to answer. You're quite a bit outside the scope of the
20 judicial limitations on the topics of this deposition.
21 It says nothing about employment.

22 MR. STONE: Okay.

23 MR. DORRELL: He has just read to you the
24 exact excerpt that I would have read if he hadn't read
25 it. I don't think he's required to answer questions

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 about his employment or where he gets his funds.

2 Q. (BY MR. STONE) Let me lay it out for you,
3 then. Okay?

4 Were you earning money in any way in which
5 you intended to deliver to Hanszen LaPorte? Were there
6 any arrangements by which you could earn money that
7 would automatically become the receivables of Hanszen
8 LaPorte?

9 A. No.

10 Q. Okay. Was Hanszen LaPorte aware of your child
11 support debt at the time you engaged them?

12 A. I don't recall.

13 Q. And what is the total of arrearage of your
14 child support now?

15 A. I don't know.

16 Q. Okay. Are you aware that there is a child
17 support lien in this case?

18 A. I think I heard something about that.

19 Q. Okay. And I assume your attorney is aware of
20 that, also?

21 MR. DORRELL: Objection, form.

22 MR. STONE: Okay. I'll withdraw that.

23 Q. (BY MR. STONE) If the attorney general of the
24 state of Nebraska seizes funds you intend to recover in
25 this case, how will you pay the attorney's fees for

1 Hanszen LaPorte?

2 A. I'm sorry, what's that?

3 Q. If the attorney general from the state of
4 Nebraska seizes whatever recovery you are expecting in
5 this case, how will you compensate Hanszen LaPorte for
6 their representation of you?

7 A. We have two different signed agreements and the
8 case law regarding contingent fee agreements is very
9 well-established. I'm sure this is not the first
10 time --

11 MR. STONE: Objection, nonresponsive.

12 A. (Inaudible) -- have occurred. It would require
13 the attention of an attorney. I don't know.

14 Q. (BY MR. STONE) So are you expecting to share
15 in any recovery of attorney's fees in this case?

16 A. Am I expecting to what?

17 Q. Are you expected to share any recovery of
18 attorney's fees in this case? I'm separating that from
19 sanctions specifically.

20 A. Am I expecting to share -- I -- I don't
21 understand the question.

22 Q. Your previous testimony is that you amended
23 your retainer agreement so that you would share
24 50 percent of sanctions recovered. Now I'm asking about
25 attorney's fees, if you intended to split recovery of

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 attorney's fees, as well?

2 A. It's not clear. Split with who?

3 Q. With Hanszen LaPorte.

4 A. You're asking if I received a portion of the --
5 what's labeled as attorney's fees?

6 Q. Correct.

7 A. No. No.

8 Q. Okay. So you're only expecting to split the
9 sanctions; is that correct?

10 A. I'm sorry, I missed that.

11 Q. I said, you're only planning to split the
12 sanctions with Hanszen LaPorte?

13 A. The attorney's fees are paid first, and then
14 50 percent of whatever comes in of the sanction.

15 Q. Okay. And if no sanctions are awarded, then
16 you do not expect to recover anything personally; is
17 that correct?

18 A. Correct. The attorney's fees are paid first.

19 Q. Okay. And how do you plan to collect those
20 fees, if they are awarded?

21 MR. DORRELL: Objection, form.

22 A. Jeff has --

23 MR. STONE: I didn't hear what the
24 objection was. I'm sorry, Jeff.

25 MR. DORRELL: Form.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 MR. STONE: Okay. Could you be more
2 specific, counselor?

3 MR. DORRELL: I don't understand what you
4 meant by collect attorney's fees, referring to
5 collection of a judgment and --

6 MR. STONE: Correct. Yeah.

7 MR. DORRELL: I didn't hear.

8 MR. STONE: Yeah, collection of the
9 judgment is what I'm referring to, yeah.

10 Q. (BY MR. STONE) How do you plan to go about
11 that?

12 A. Jeff has handled bankruptcy cases as far as
13 setting precedent in the U.S. Supreme Court, and I
14 presume he has some expertise in knowing such problems.

15 Q. Okay. I don't know why we're jumping to
16 bankruptcy. I'm asking about collection efforts.

17 A. You're breaking up a little bit here, I'm
18 sorry.

19 Q. Okay. I don't know why. I did get a notice a
20 little while ago stating my connection was unstable.
21 Any better now?

22 A. Yes. Yes.

23 Q. Okay. Okay. I'm going to go ahead and turn
24 your attention to an exhibit marked Plaintiff's Exhibit
25 J. Should be coming up now.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 (Deposition Exhibit J e-marked.)

2 A. All right. An affidavit from March 14th of
3 2014, yes.

4 Q. (BY MR. STONE) Okay. And you acknowledge that
5 this is an affidavit of yours, these are your statements
6 and you signed this, correct?

7 A. Yes.

8 Q. Okay. So I want to turn your attention to
9 Paragraph 13. Could you please review that?

10 A. Yes.

11 Q. Okay. So that states that you have never
12 entered into any contract by mail or otherwise with a
13 resident of the state of Texas, the performance of which
14 was to be whole or in part in the state of Texas.
15 That's your statement, correct?

16 A. Yes.

17 Q. Okay. Weren't you actually engaged in a
18 lawsuit in the state of Texas years prior with attorney
19 John Fabry?

20 A. Who?

21 Q. John Fabry.

22 A. Never heard of him.

23 Q. Are there any other Neal Rauhausers that you're
24 aware of who reside in Nebraska?

25 A. Everyone with my last name is blood relative,

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 and I'm the only one named Neal, as far as I know, so
2 no.

3 Q. Okay. So you stand by this statement that you
4 never entered into any contract with a resident of the
5 state of Texas prior to Hanszen LaPorte?

6 A. Yeah, his name is unfamiliar to me. I don't
7 know who this person is.

8 Q. Okay. I would like to turn your attention to
9 exhibit marked as Plaintiff's Exhibit K. Can you see
10 that?

11 (Deposition Exhibit K e-marked.)

12 A. Oh. Oh, yeah, this is -- I was rear-ended in
13 1998 in Houston.

14 Q. (BY MR. STONE) Okay.

15 A. And this was contingent that -- it's a personal
16 injury suit from back then.

17 Q. So you did, in fact, retain a resident in Texas
18 for the purpose of conducting business in Texas.
19 Business being the prosecution of your personal injury
20 case, correct?

21 A. I'm sorry, you're muted. You're muddled.

22 Q. I'm just affirming that you did retain someone
23 prior to the business with Hanszen LaPorte in Texas,
24 that's all.

25 A. Oh, no, the attorney for that isn't in Texas.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 Q. He has a Texas address. Where was that
2 attorney located?

3 A. Yeah, I would direct you to look below that to
4 the Law Office of Meyer Coren.

5 Q. Is it your testimony that John Fabry is simply
6 local counsel for Mr. Coren?

7 A. Yeah. I've never seen this document and never
8 heard that guy's name before.

9 Q. Okay. And you never had any dealings with
10 Mr. Fabry yourself?

11 A. Nope.

12 Q. Okay. I would now like to turn your attention
13 to -- give me just a moment. Okay, this is going to be
14 marked Plaintiff's Exhibit L. Have you seen this
15 before?

16 (Deposition Exhibit L e-marked.)

17 A. I don't know. I mean, I see it's this case. I
18 don't know the substance of this.

19 Q. (BY MR. STONE) Okay. This is the mandate from
20 the --

21 A. I'd have to review this document.

22 Q. All right. The it's the mandate from the most
23 recent appeal. And it states on page 2, it is further
24 ordered that Appellee, Neal Rauhauser, shall pay all of
25 the costs of this appeal, for which let execution issue.

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 Have you been made aware of that prior to this moment?

2 A. Yes.

3 Q. Okay. And can you tell me how you plan to pay
4 the Plaintiff the cost of the appeal?

5 MR. DORRELL: I'm sorry, counsel -- excuse
6 me, Mr. Rauhauser. I just want to respectfully remind
7 you that this deposition, as Mr. Rauhauser has already
8 pointed out, is in the words of Judge Cosby, for the
9 sole purpose of determining what arrangement was made
10 contractually or any arrangement with respect to
11 attorney's fees and payments that Mr. Rauhauser made.
12 So I don't know what you're arguing with him about what
13 the mandate means has to do with that. But he wouldn't
14 be a competent witness to testify about what an
15 appellate mandate means in any case.

16 MR. STONE: I'm not arguing with him about
17 what it means. I just --

18 MR. DORRELL: Do you have any questions
19 about the contractual arrangements or payments, or are
20 we now going to run down some other rabbit trails?
21 Because I'm not going to let you do that.

22 MR. STONE: No, this is actually my last
23 question.

24 MR. DORRELL: Okay.

25 MR. STONE: And it has bearing on him

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 paying you because he now owes us money, as well, and I
2 want to find out how that's going to get worked out.

3 MR. DORRELL: Well, doesn't have anything
4 to do with attorney's fees, does it?

5 MR. STONE: If it dips into those, then it
6 sure does. I don't know if this is an expense that your
7 firm plans to forward on his behalf, and then take it
8 out of the recovery later, or what.

9 MR. DORRELL: The fact that you don't know
10 does not give you the right to question this witness
11 about it.

12 MR. STONE: If he has knowledge about it,
13 it does.

14 MR. DORRELL: No, it doesn't. You're
15 limited to --

16 MR. STONE: Okay.

17 MR. DORRELL: Your questions are limited,
18 as the Court has already instructed, and I'm pretty sure
19 you have a copy of this transcript.

20 MR. STONE: I do. Well, as I said, that
21 was my last question, so I pass the witness.

22 MR. DORRELL: There it is. It doesn't say
23 anything about arguing with the witness about the --
24 what the mandate means.

25 MR. STONE: Which I never did because I

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 understand what it means. I'm asking what his payment
2 plan is.

3 MR. DORRELL: That's because I stopped you.

4 MR. STONE: I never had any intention of
5 arguing with him about the meaning of the mandate. I
6 want to know how he's going to pay it. But I've already
7 passed the witness, so I think we can move on.

8 MR. DORRELL: Okay. In that case, we're
9 done. I have no questions for Mr. Rauhauser.

10 MR. STONE: Fantastic.

11 MR. DORRELL: Thank you very much. Sorry
12 about the delay in starting.

13 MR. STONE: No problem.

14 (Deposition concluded.)

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JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 CHANGES AND SIGNATURE

2 WITNESS NAME: NEAL RAUHAUSER DATE: NOVEMBER 4, 2019

3 PAGE LINE CHANGE REASON

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

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JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 I, NEAL RAUHAUSER, have read the foregoing
2 deposition and hereby affix my signature that same is
3 true and correct, except as noted above.

3

4

5

NEAL RAUHAUSER

6

7 THE STATE OF _____)

8 COUNTY OF _____)

9

10 Before me, _____, on this day

11 personally appeared NEAL RAUHAUSER, known to me (or

12 proved to me under oath or through

13 _____) (description of identity

14 card or other document)) to be the person whose name is

15 subscribed to the foregoing instrument and acknowledged

16 to me that they executed the same for the purposes and

17 consideration therein expressed.

18 Given under my hand and seal of office this

19 _____ day of _____, _____.

20

21

22

NOTARY PUBLIC IN AND FOR

23

THE STATE OF _____

24

COMMISSION EXPIRES: _____

25

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 CAUSE NO. 067-270669-14
2 JAMES MCGIBNEY, and) IN THE 67TH JUDICIAL
VIAVIEW, INC.,)
3)
Plaintiffs,)
4)
VS.) DISTRICT COURT
5)
THOMAS RETZLAFF, LORA)
6 LUSHER, JENNIFER)
D'ALLESANDRO, NEAL)
7 RAUHAUSER, MISSANNONEWS)
AND DOES 1 - 5,)
8)
Defendants.) TARRANT COUNTY, TEXAS
9)

10

11

REPORTER'S CERTIFICATION
DEPOSITION OF NEAL RAUHAUSER
NOVEMBER 4, 2019

12

13
14 I, Kimala S. Showers, Certified Shorthand Reporter
15 in and for the State of Texas, hereby certify to the
16 following:

17 That the witness, NEAL RAUHAUSER, was duly sworn by
18 the officer and that the transcript of the oral
19 deposition is a true record of the testimony given by
20 the witness;

21 That the deposition transcript was submitted on
22 ^ date ^ _____ to the witness or to the
23 attorney for the witness for examination, signature and
24 return to me by ^ date ^ _____;

25 That the amount of time used by each party at the

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 deposition is as follows:

2 MR. EVAN STONE - 00 HOURS:40 MINUTE(S)
MR. JEFFREY L. DORRELL - 00 HOURS:00 MINUTE(S)
3 That pursuant to information given to the

4 deposition officer at the time said testimony was taken,
5 the following includes counsel for all parties of
6 record:

7 MR. EVAN STONE, Attorney for Plaintiffs
MR. JEFFREY L. DORRELL, Attorney for Defendants
8 THOMAS RETZLAFF, LORA LUSHER, JENNIFER
D'ALLESANDRO, NEAL RAUHAUSER, MISSANNONEWS AND DOES 1 -
9 5

10 I further certify that I am neither counsel for,
11 related to, nor employed by any of the parties or
12 attorneys in the action in which this proceeding was
13 taken, and further that I am not financially or
14 otherwise interested in the outcome of the action.

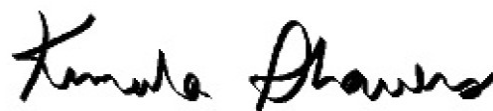
15 Further certification requirements pursuant to Rule
16 203 of TRCP will be certified to after they have
17 occurred.

18 Certified to by me this 13th day of November, 2019.

19

20

21



22

23

24

25

Kimala S. Showers, Texas CSR 9385
Expiration Date: 03/31/2021
Firm Registration No. 286
Esquire Deposition Solutions
1700 Pacific Avenue
Suite 1000
Dallas, Texas 75201
(404) 443-7134

JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019

1 FURTHER CERTIFICATION UNDER RULE 203 TRCP

2 The original deposition was/was not returned to the
3 deposition officer on _____;

4 If returned, the attached Changes and Signature
5 page contains any changes and the reasons therefor;

6 If returned, the original deposition was delivered
7 to _____, Custodial Attorney;

8 That \$_____ is the deposition officer's
9 charges to the Plaintiffs for preparing the original
10 deposition transcript and any copies of exhibits;

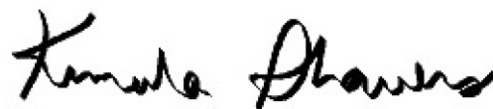
11 That the deposition was delivered in accordance
12 with Rule 203.3, and that a copy of this certificate was
13 served on all parties shown herein on and filed with the
14 Clerk.

15 Certified to by me this _____ day of
16 _____, 2019.

17

18

19



20

Kimala S. Showers, Texas CSR 9385
Expiration Date: 03/31/2021
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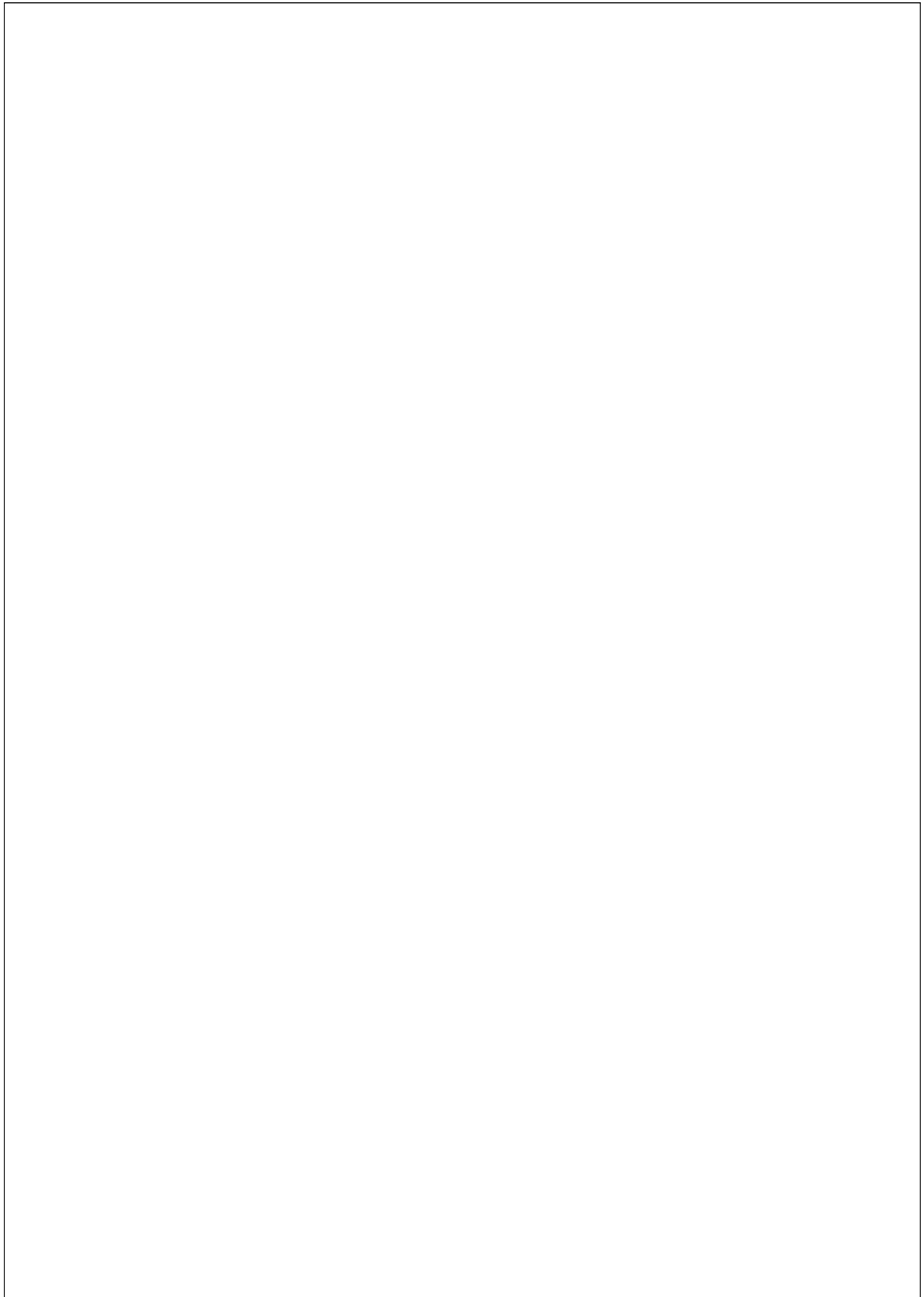
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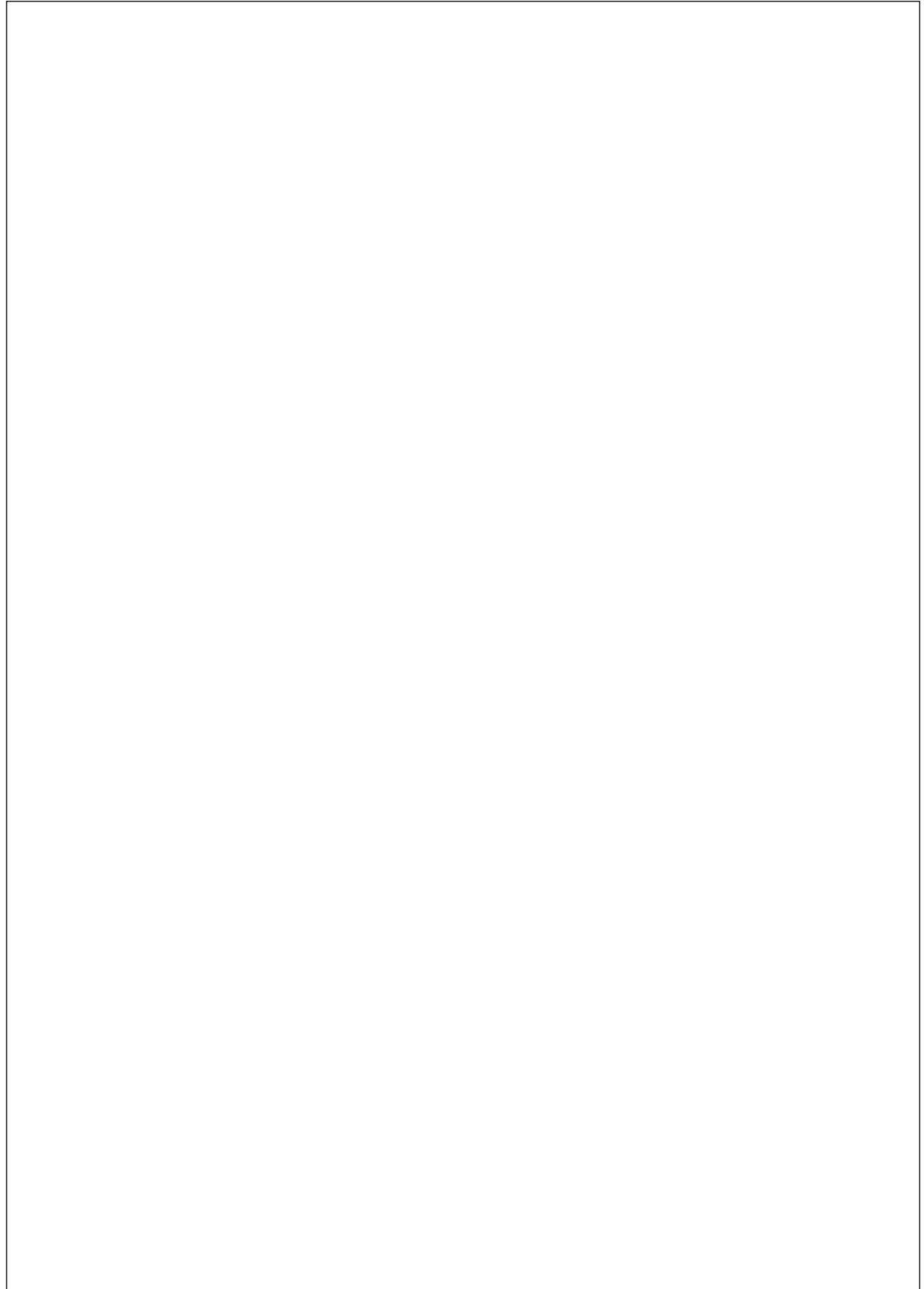
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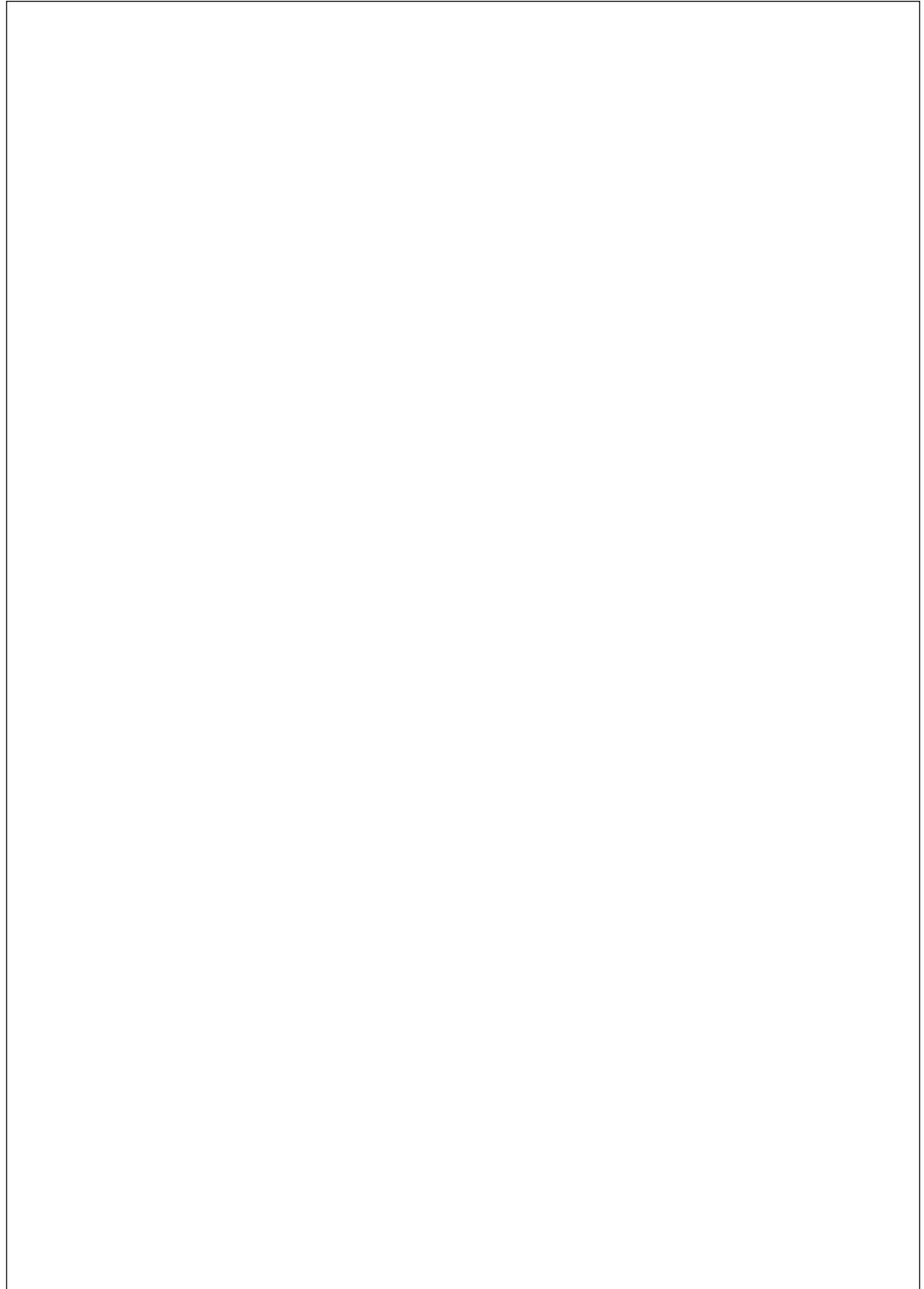
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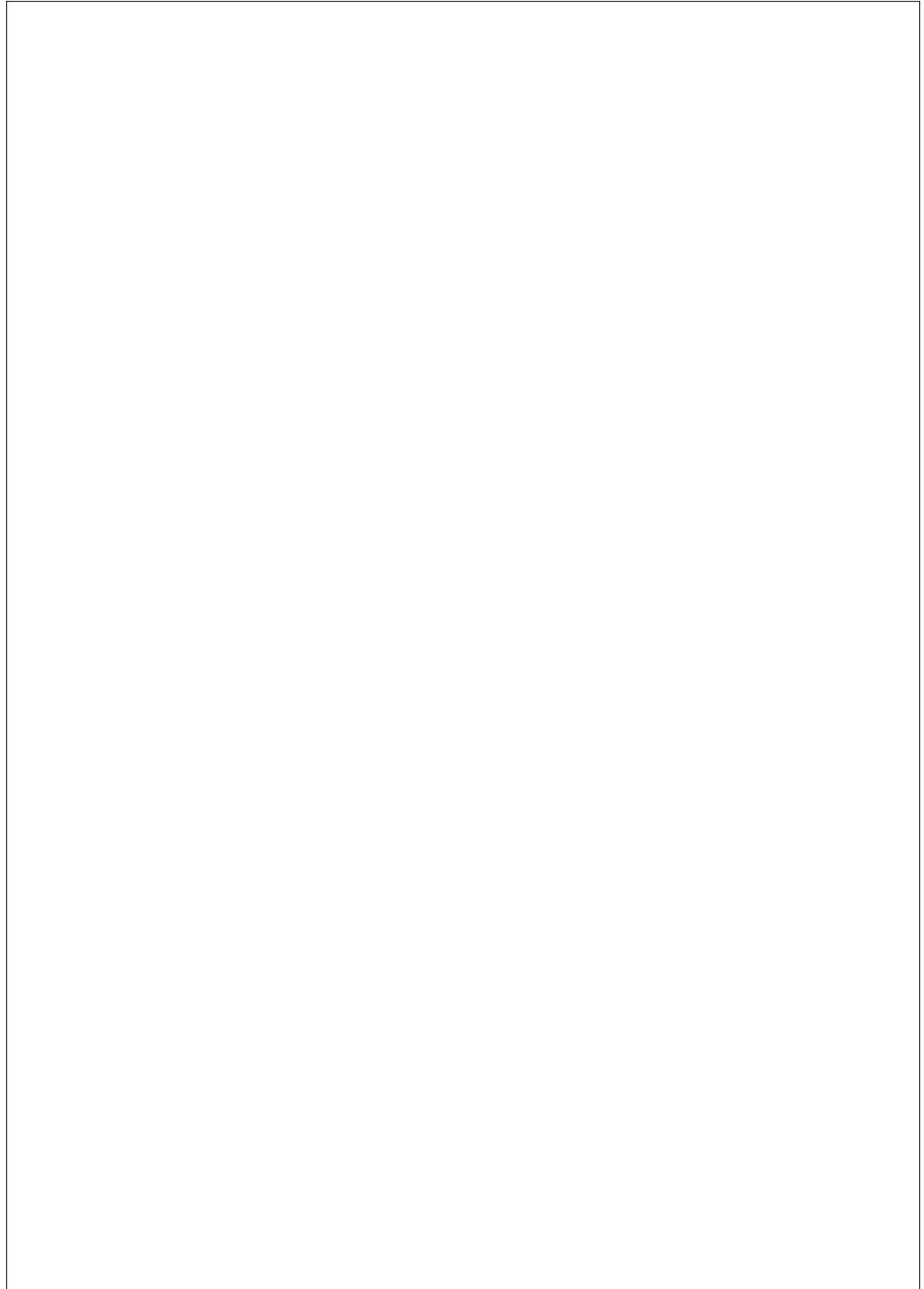
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Neal Rauhauser on 11/04/2019



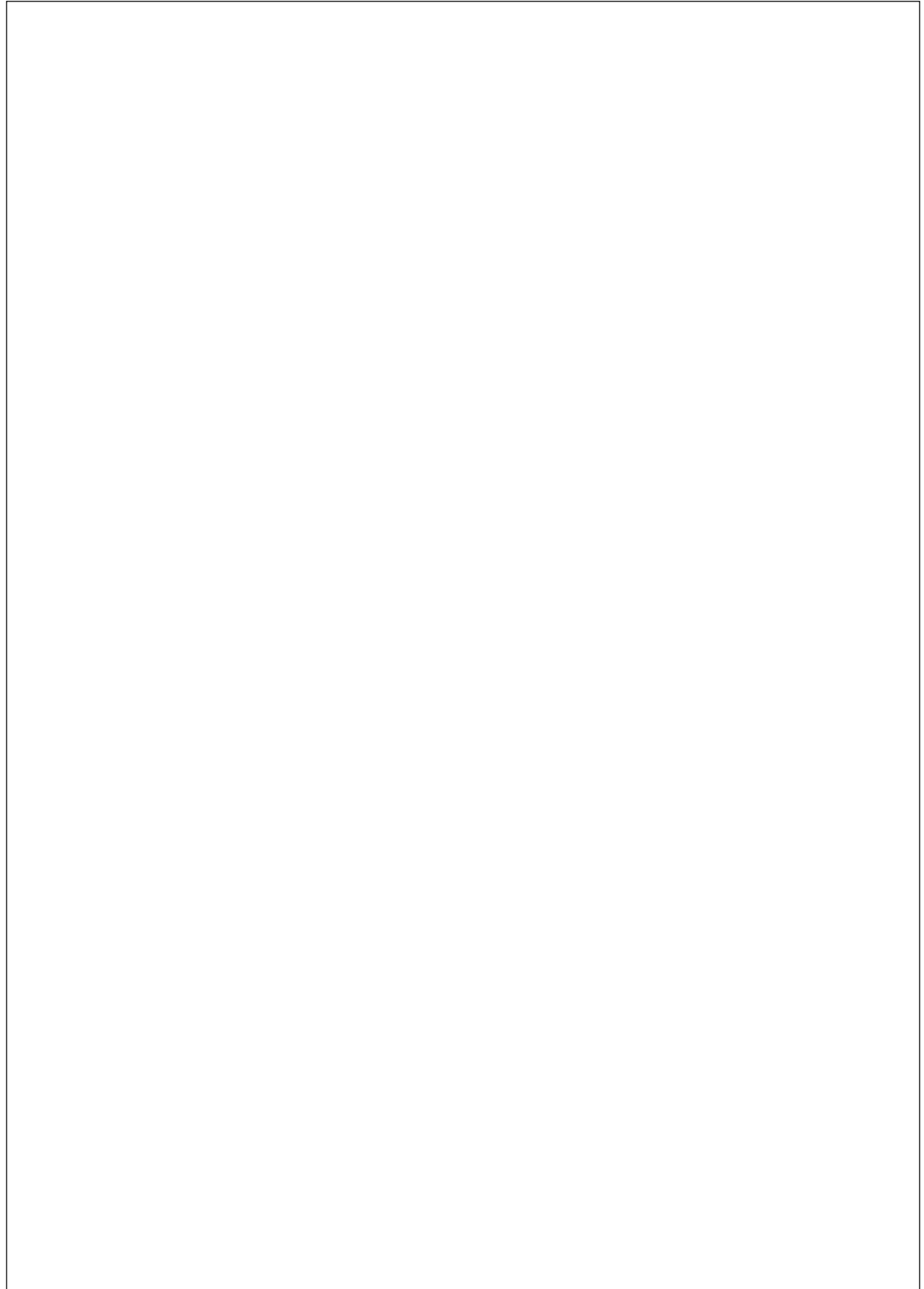
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Neal Rauhauser on 11/04/2019



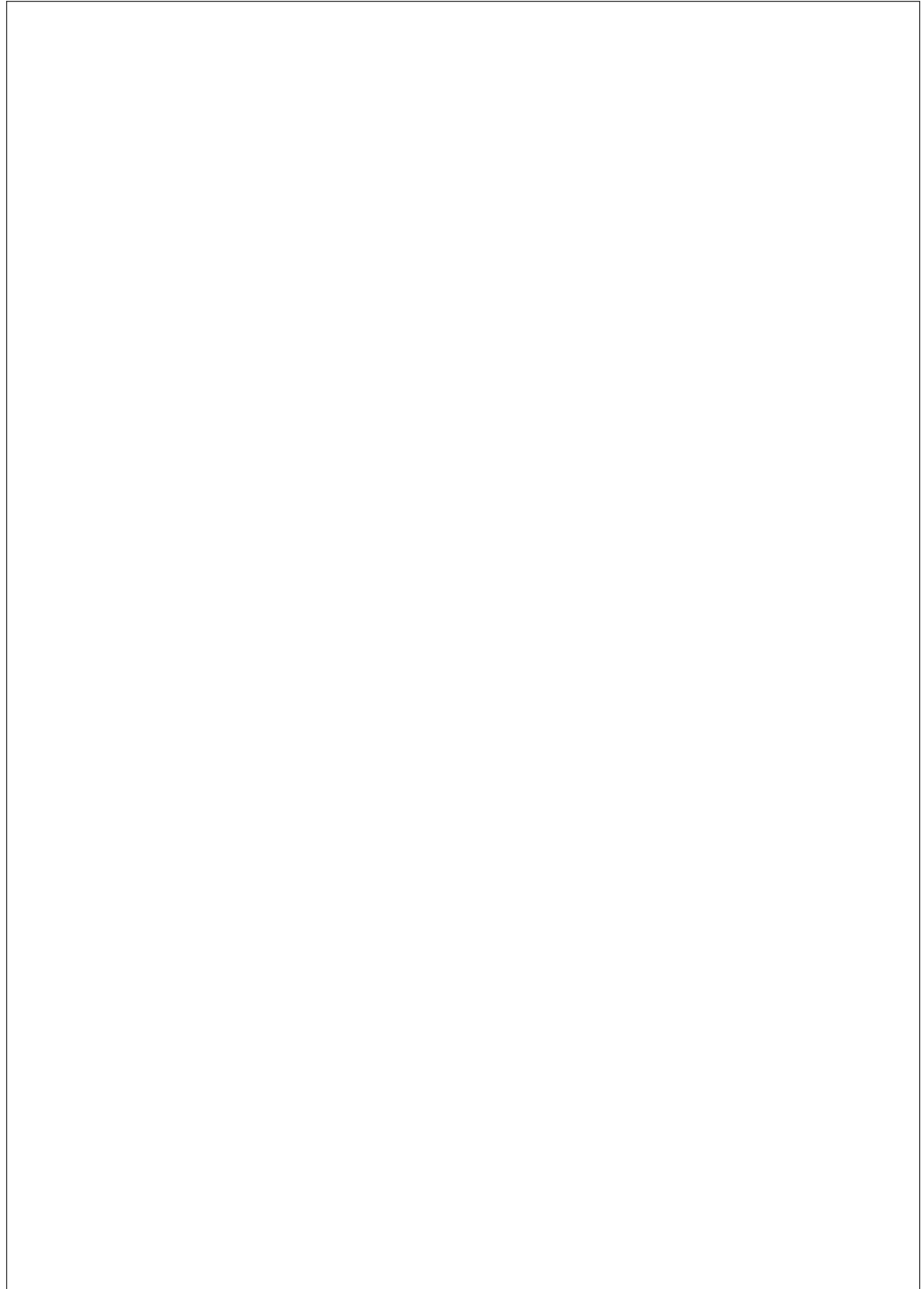
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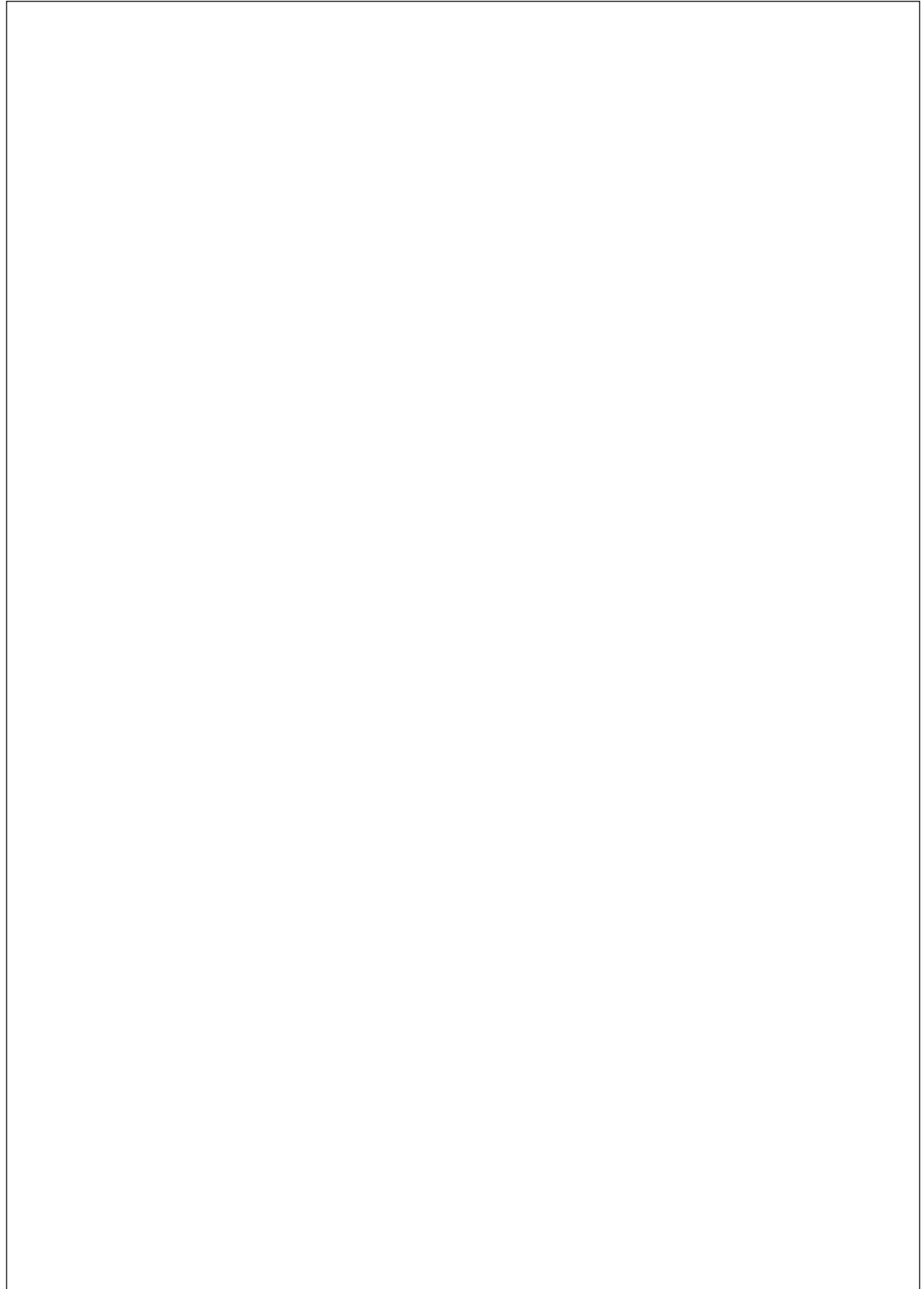
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Neal Rauhauser on 11/04/2019



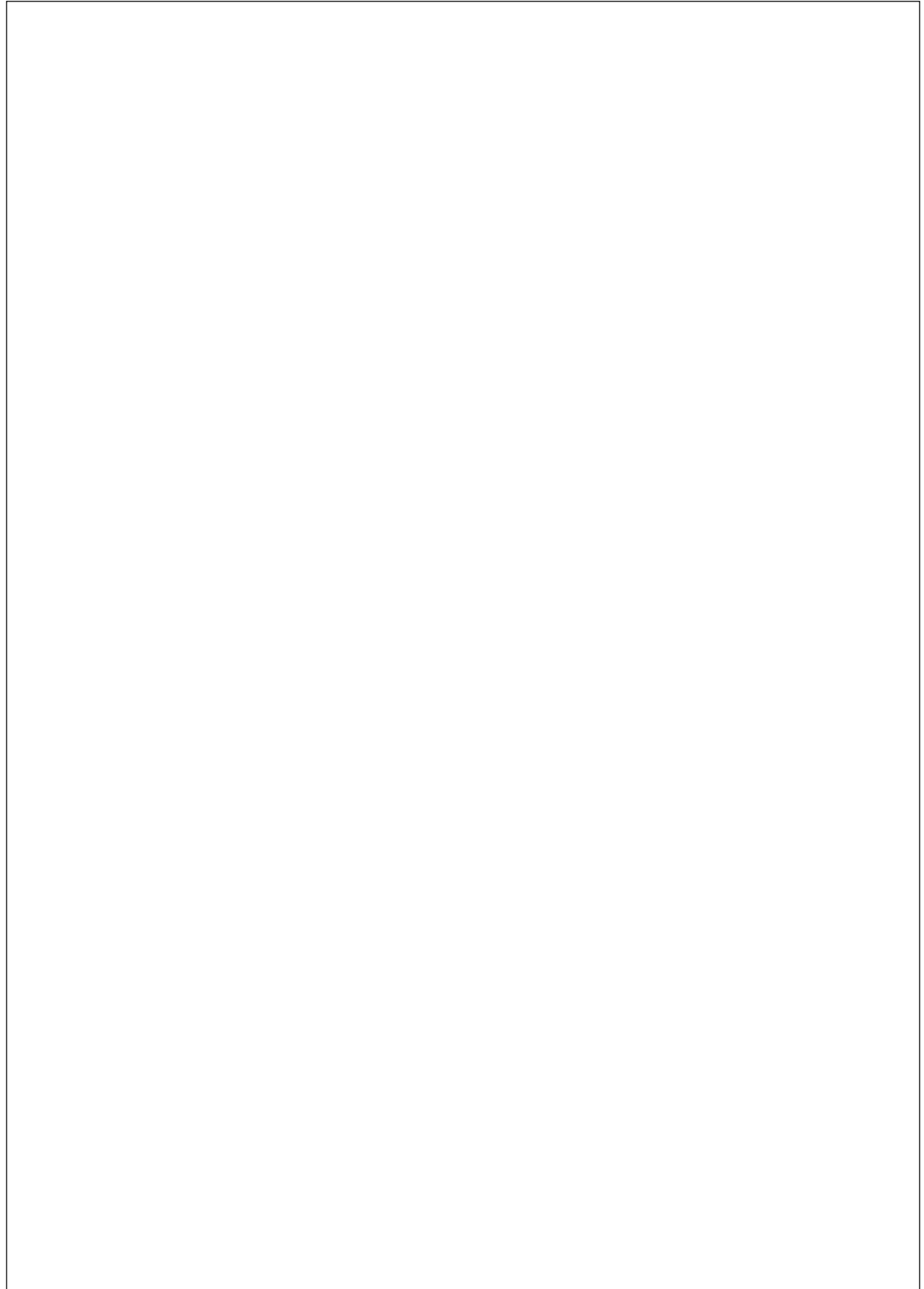
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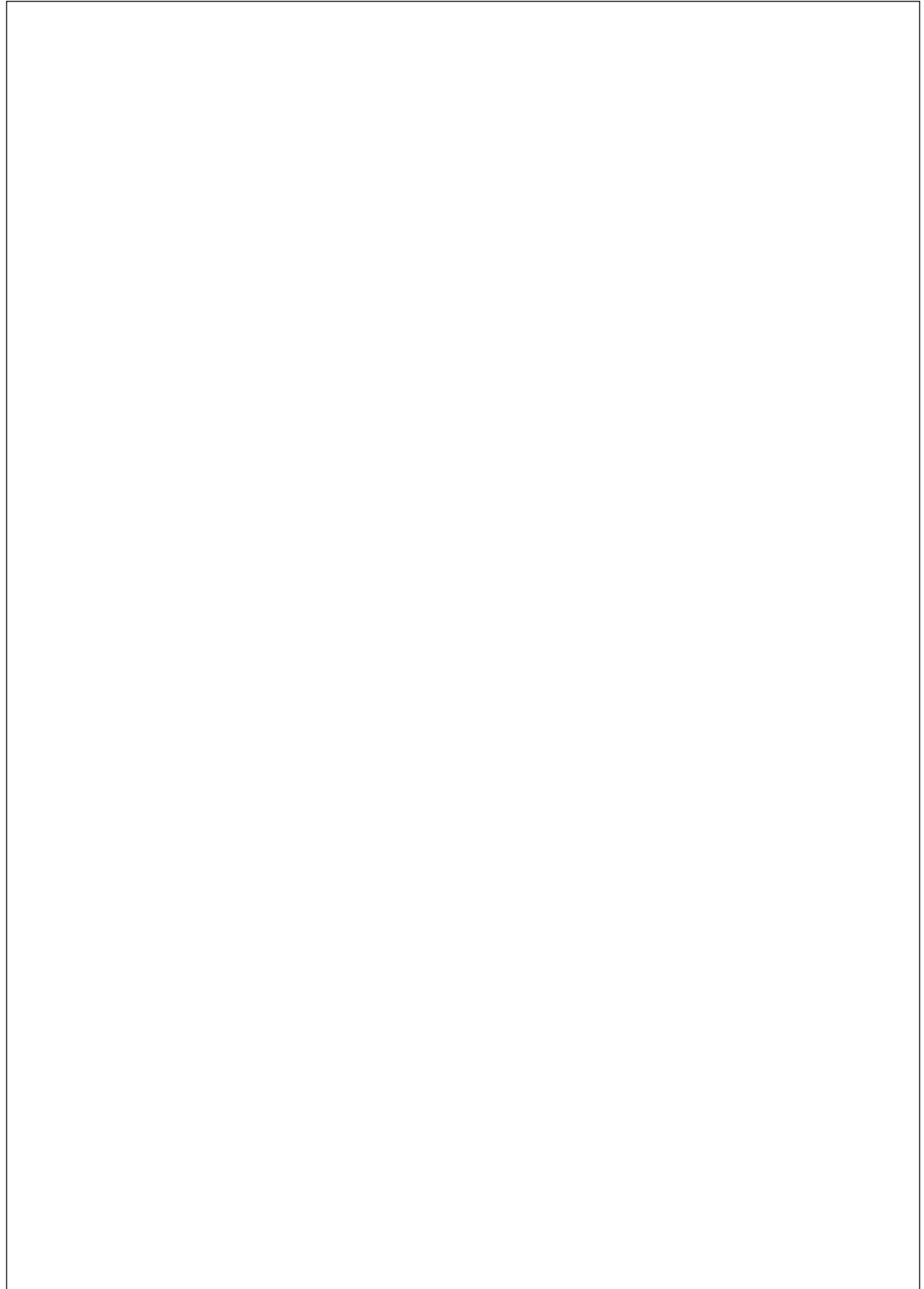
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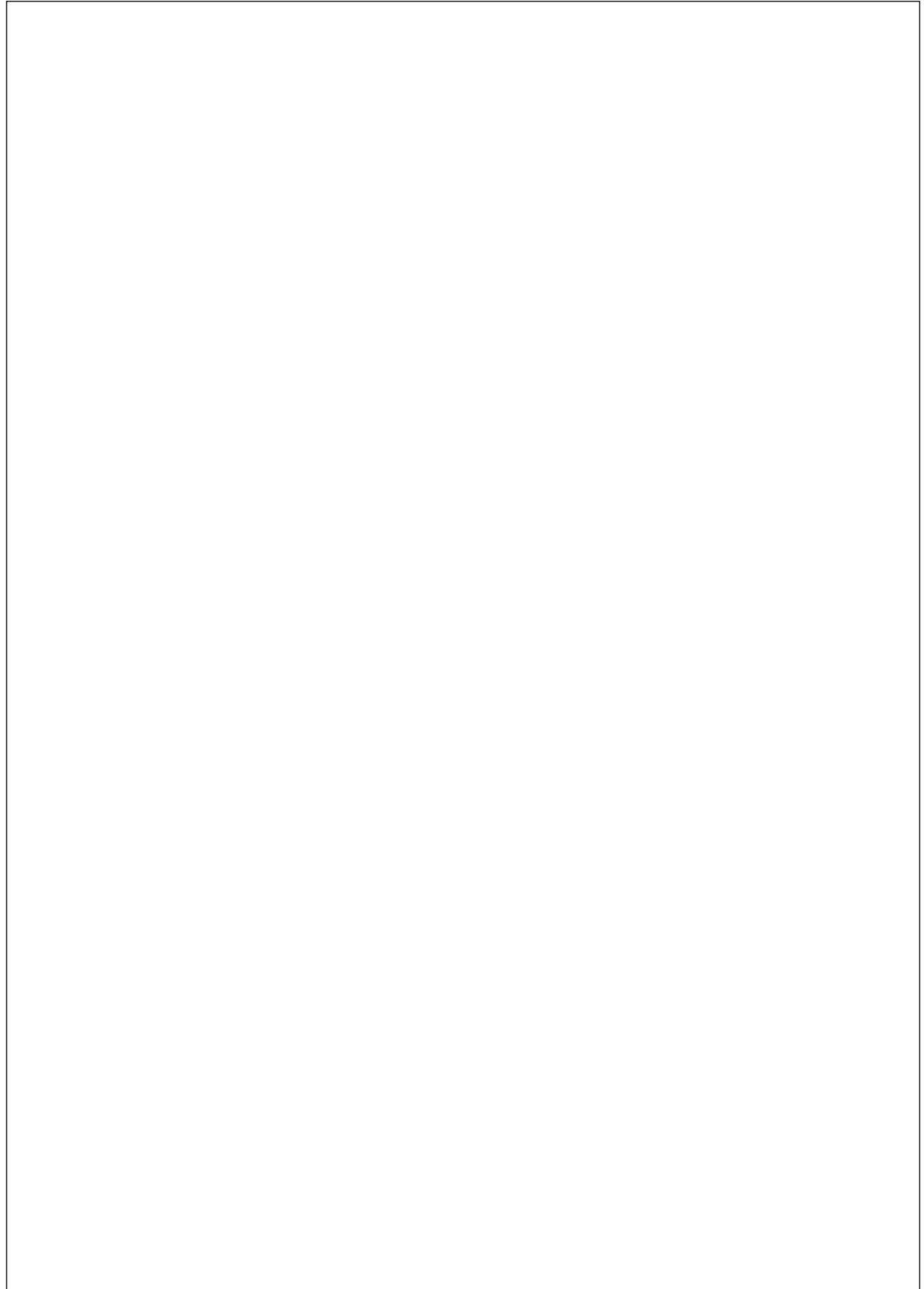
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Neal Rauhauser on 11/04/2019



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Neal Rauhauser on 11/04/2019



JAMES MCGIBNEY, ET AL. vs THOMAS RETZLAFF, ET AL.
Neal Rauhauser on 11/04/2019



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Neal Rauhauser on 11/04/2019

