

ANAND KARNEY

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IN THE DISTRICT COURT OF

3

JOHNSON COUNTY, KANSAS

4

CIVIL COURT DEPARTMENT

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7 PRANAY BAJJURI,

8 Plaintiff,

9 .

10 vs.

Case No. 24CV00419

11 .

12 SHIBA PROP, L.L.C., et al.,

13 Defendants.

14 .

15 .

16 DEPOSITION OF

17 ANAND KARNEY,

18 taken on behalf of the Plaintiff, pursuant to

19 Notice to Take Deposition, beginning at 9:05 a.m.

20 on the 11th day of April, 2025, by

21 videoconference, before Douglas R. Stone, RPR,

22 Kansas CCR No. 1518, Missouri CCR No. 1035.

23 .

24 .

25 .

ANAND KARNEY

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2 .

3 .

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5 .

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12 ALSO PRESENT:

13 .

14 Ms. Sudha Karney
 15 Mr. Amogh Karney
 16 Mr. Pranay Bajjuri

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17 EXHIBITS

18 DEPOSITION EXHIBIT NO.: MARKED

19 No 1 Shiba Prop, L.L.C.'s Amended

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21 Plaintiff's First Set of

22 Interrogatories to Defendant

23 Shiba Prop 7

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ANAND KARNEY

1 ANAND KARNEY,
2 called as a witness on behalf of the Plaintiff,
3 was sworn and testified as follows:

4 (THEREUPON, Deposition Exhibit No 1
5 through No 15 were was marked for identification.)

6 DIRECT-EXAMINATION

7 BY MR. PALMER:

8 Q. All right. Mr. Karney, my name's Brian
9 Palmer. I'm going to be asking you some questions
10 today. The kind of -- there's the initial kind of
11 preparatory explanation, and you kind of just hit
12 on one aspect of it. It's very natural when
13 answering questions that are yes or no to say uh-
14 huh or huh-uh, and you just did that as well.
15 Just kind of natural way we speak. But it makes
16 it for a difficult record to interpret. And so --
17 and -- and I'm also one of the worst at this as
18 well so I can't, you know, complain. But it makes
19 the court reporter's job easier if you try make it
20 a yes or a no, not a uh-huh or huh-huh.

21 If you need a break at any time just let me
22 know. I just ask that you complete the question
23 I've got if there's one pending. Do you kind of
24 generally understand how that works then?

25 A. Yes.

ANAND KARNEY

1 Q. Have you ever been deposed before, Mr.
2 Karney?

3 A. Huh? What?

4 Q. Have you ever been deposed before?

5 A. I think once I was on the line, yes.

6 Q. When was that?

7 A. I don't think -- sorry. I don't think I
8 was deposed. It was a -- like a -- what is that
9 called. Mediation. I was in a mediation. Not
10 on a deposition. Yes. Sorry about it.

11 Q. Nobody's done something like this where
12 they're asking you questions with a court reporter
13 taking notes on what's said?

14 A. No.

15 Q. Okay. How old are you, Mr. Karney?

16 A. I'm 64.

17 Q. And what do you do for a living?

18 A. Right now.

19 Q. Yes.

20 A. I'm retired.

21 Q. Okay. Where are you joining us from, by
22 the way?

23 A. I'm joining from Bangalore, India.

24 Q. Okay. And you're able to hear me just
25 fine.

ANAND KARNEY

1 A. Yeah. Just fine.

2 Q. If you -- for some reason you can't
3 understand my question or you can't quite hear
4 what I'm saying, just feel free to say something
5 and we can repeat it, okay?

6 A. Uh-huh. Okay.

7 Q. Just a second here.

8 MR. WAGNER: And, Brian, before we get
9 too deep into this. Can we get a stipulation that
10 any objections by Mark or I counts as an objection
11 for both us, so we don't have to all jump over
12 each other.

13 MR. PALMER: No problem with that
14 stipulation.

15 MR. WAGNER: Okay. Appreciate it.

16 MR. PALMER: I'm sorry. I was having a
17 computer issue here. I thought I was plugged in,
18 but for some reason -- I think one of the outlets
19 that's built into our tables's been finicky
20 lately.

21 THE WITNESS: I'm not able to hear you.

22 THE REPORTER: We can't hear you, Brian.
23 No audio.

24 (THEREUPON, a discussion was had off the
25 record.)

ANAND KARNEY

1 MR. PALMER: Mr. Karney, I'd like to show
2 you Exhibit 1 which we've marked. Pull that up,
3 Seth.

4 BY MR. PALMER:

5 Q. So we're sharing with you Exhibit 1 which
6 is Shiba Prop, L.L.C.'s amended objections and
7 responses to plaintiff's first set of
8 interrogatories to defendant Shiba Prop. Can you
9 see that document, Mr. Karney?

10 A. Yes.

11 Q. Do you recognize this document?

12 A. I think I've seen this. Yes.

13 Q. The -- when Shiba Prop was formed, you
14 and your wife were the sole members, is that your
15 position?

16 A. Yes.

17 Q. What ownership percentage did each of you
18 have, initially?

19 A. Exactly, I don't remember. But if I
20 remember well, it was 51 and 49 I think.

21 MR. PALMER: Okay. Can you pull up
22 Exhibit 5, Seth? Exhibit 5. Not yet.

23 BY MR. PALMER:

24 Q. There we go. Sharing with you Exhibit 5
25 which is titled Limited Liability Operating

ANAND KARNEY

1 Agreement of Shiba Prop, L.L.C. Can you see that?

2 A. Uh-huh. Yes.

3 Q. And it -- I guess it lists in section
4 three there that the initial members are you and
5 your wife, but you with 99 percent interest and
6 her with one percent. Is that right?

7 A. Yeah. It looks like, yes.

8 Q. Okay. I believe it's your position that
9 your son Amogh Karney was added as a member at
10 some point.

11 A. I think -- if I remember, yes. See --
12 basically let me tell you. All -- all this for
13 -- I was depending on my son. So what he was
14 doing, like I signed, I think later he became a
15 member of the Shiba Prop. Yes.

16 Q. Okay.

17 MR. PALMER: So if you'd pull up Exhibit
18 6.

19 BY MR. PALMER:

20 Q. So before you now on the screen is
21 Exhibit 6 which is another limited liability
22 operating agreement for Shiba Prop. Can you see
23 that?

24 A. Yes. I can see now.

25 Q. And now in section three there it lists

ANAND KARNEY

1 the ownership as being 45 percent to you, 45
2 percent to your wife, and 10 percent to Amogh.

3 A. Yes.

4 Q. Is that correct? And so it's your
5 position that from -- I guess this document you
6 see it's dated May 27, 2022?

7 A. I don't remember the date, but as per the
8 document in front of me, it says that, yes.

9 THE REPORTER: I'm sorry, sir. I
10 couldn't -- I don't remember the date, but. What
11 did you say after that.

12 THE WITNESS: Yes. I think -- I don't
13 remember the date, particular date which we did
14 that, but according to the document I can see that
15 date, sir.

16 BY MR. PALMER:

17 Q. Okay. Is it your understanding, though,
18 that that -- there was the change in the ownership
19 so that your son became a member of Shiba Prop,
20 L.L.C.?

21 A. Yes.

22 Q. And so there was this one change where
23 your son becomes a member. Were there any other
24 changes in the L.L.C. membership to Shiba Prop
25 after that?

ANAND KARNEY

1 A. I don't think so.

2 Q. And so as of today the ownership
3 percentages to position of Shiba Prop are 45
4 percent owned by you, 45 percent owned by your
5 wife, and 10 percent owned by Amogh?

6 A. That's right.

7 Q. Mr. Karney, let's just talk a little bit
8 about Shiba Prop's acquisition of the property at
9 8901 Mission Road. Are you familiar with that
10 property?

11 A. I know -- I know, but I -- I don't think
12 -- because everything's done by my son, just it
13 was a signing the thing so whatever he says. So
14 if asked me more questions on that, I don't think
15 I can answer it.

16 Q. Well, I want to figure out what it is
17 that you know, and if it's something that you
18 don't know then that's -- just feel free to say
19 it's something that you're not familiar with.

20 But if I refer -- if I refer to 8901 Mission
21 going forward, just -- do you understand that I'm
22 meaning 8901 Mission Road in Leawood, Kansas?

23 A. Yeah. I can -- I can recognize that
24 property. Yes.

25 Q. Shiba Prop purchased this property on or

ANAND KARNEY

1 around November 11, 2021, is that right?

2 A. Uh-huh. '21. Exact date -- but I think
3 that's right. I don't -- don't -- '21. Yes.
4 21.

5 Q. The purchase price for the property was
6 \$425,000?

7 A. 425. Yes.

8 Q. What was Shiba Prop's intent in
9 purchasing the property?

10 A. What is that?

11 Q. What was the intent of purchasing this
12 property?

13 A. I don't know. My son said, hey, there's
14 a property we want to buy. I said yes. Because
15 he was doing everything for me and he did that
16 also.

17 Q. It was purchased as a investment?

18 A. It is not -- it is not investment. It
19 was living.

20 Q. It was purchased to be a home for Amogh
21 Karney to live in was the original intent.

22 A. It is actually -- I thought I was taking
23 a retirement, so I thought I'll sell my Omaha
24 home, I'll move to Kansas, see if I like it, and
25 he bought this property, and he -- I said okay for

ANAND KARNEY

1 that. Yes.

2 Q. Okay. So when this was purchased you
3 were living in Omaha at that time?

4 A. That's right.

5 Q. And you said you were considering moving
6 down to the Kansas City area.

7 A. Not exactly. But it is -- it is -- like,
8 initially, if I lived Omaha, I live -- I live
9 sometime in Kansas City, and then I decide where
10 to -- selection.

11 Q. So it was sort of a second home if you
12 were in Kansas City, somewhere to stay?

13 A. Uh-huh.

14 Q. And then the intent was for Amogh Karney
15 to live there as well from the beginning. Is that
16 right?

17 A. What is that?

18 Q. And the -- so the intent was for this
19 property -- when Shiba Prop purchased it, it was
20 somewhere for Amogh Karney to live and sort of a
21 second home for you to stay in when you were in
22 the Kansas City area.

23 A. I don't know intention exactly. That's
24 not -- not what -- what my -- son told me, hey,
25 there's a property, can we buy it. I said if we

ANAND KARNEY

1 want, we can buy it. That's what I told him.
2 But intention was not to stay, a second home,
3 first home, okay. Or -- it -- it is for staying,
4 not for the business part, yes.

5 **Q. So after Shiba Prop purchased this home**
6 **in November 2021, were any renovations done to the**
7 **home?**

8 A. I don't think so, because -- I -- I'm --
9 not much of it of there. Because I was staying
10 in Omaha, and after purchasing -- I don't think I
11 know whether it needed any renovation, but if
12 there's anything done, done by Amogh.

13 MR. PALMER: Seth, can you pull up the
14 2021 MLS.

15 BY MR. PALMER:

16 **Q. Were you ever -- had you ever actually**
17 **stepped foot in the home at 8901 Mission?**

18 A. Yeah.

19 **Q. Okay.**

20 A. Yes. We -- we were in couple of times.
21 Yes.

22 **Q. But do you remember around when the --**
23 **the first time you went to the house was?**

24 A. Yes. I can -- I can remember. Yes.

25 **Q. Was it in a -- soon after it was**

ANAND KARNEY

1 **purchased originally by Shiba Prop?**

2 A. After two, three months, I think.

3 **Q. I'm showing you what we will --**

4 MR. PALMER: Some of these exhibits,
5 gentlemen, I apologize, I was trying to get them
6 done and numbered and everything like that. But
7 -- but we were -- with the other case that we
8 have pending here, take up more of my time and so
9 I was late finalizing exhibits. So we'll mark
10 this one as Exhibit 16. So we've sent out 1
11 through 15. It's not marked at this moment, but
12 we'll go ahead and send out exhibits with stamps
13 afterwards for the extra exhibits.

14 (THEREUPON, Deposition Exhibit No 16 was
15 marked for identification.)

16 BY MR. PALMER:

17 **Q. So the document on the screen, do you see**
18 **that, Mr. Karney?**

19 A. I can see. Yeah.

20 MR. PALMER: Zoom in where the list date
21 is.

22 BY MR. PALMER:

23 **Q. Do you see the -- about -- where you're**
24 **at on the screen right now, two-thirds of the way**
25 **down towards the right it lists a list date of**

ANAND KARNEY

1 10/29/21.

2 A. Huh-uh.

3 MR. PALMER: If you'd scroll down to the
4 pictures.

5 BY MR. PALMER:

6 Q. And so this document before you which
7 we'll mark as Exhibit No. 16, this MLS listing, do
8 you see the pictures of the house within the MLS
9 listing?

10 A. I can see the pictures of the house, yes.

11 Q. Is this the condition that you recall the
12 property being in, generally speaking, as -- the
13 same as when you first went to the property?

14 A. Yes.

15 MR. PALMER: Seth, if you could pull up
16 the Midwest Sales text messages as well.

17 I will proffer to you, Mr. Karney, that the
18 attached document on the screen in front of you
19 are text messages that were produced during the
20 course of discovery in this case.

21 If you could scroll down, Seth. And we'll be
22 marking this as Exhibit 17.

23 (THEREUPON, Deposition Exhibit No 17 was
24 marked for identification.)

25 BY MR. PALMER:

ANAND KARNEY

1 Q. Do you see the pictures that are in this
2 text message thread that are on the screen?

3 A. Did you ask me a question on this?

4 Q. I was saying, can you see the pictures?

5 A. Yeah. I can see the pictures.

6 Q. At least for the aspect of these
7 pictures, does this appear to be pictures of the
8 property at 8901 Mission?

9 A. The top one I can -- I can recognize that
10 picture. But the down one, no.

11 Q. The -- the pictures -- these text
12 messages, at least, looks like there's a date on
13 them of June 8th, 2023. Do you see that?

14 A. Yes. I can see that. Yes. July. July
15 8th, 2023.

16 Q. These pictures that you recognize there,
17 does it appear to be in roughly the -- the same
18 condition, floors, cabinetry, et cetera, that the
19 property was in when you first saw it in the MLS
20 listing?

21 A. I think so. Yes.

22 Q. And so that's consistent with your
23 knowledge, which is that you're not aware of any
24 major renovations that were done to the property
25 after Shiba Prop had purchased it.

ANAND KARNEY

1 A. I don't remember, and I've not done
2 anything on to that, actually.

3 THE REPORTER: I'm sorry. I've not done
4 anything on.

5 THE WITNESS: I've not done any -- any
6 renovation myself.

7 BY MR. PALMER:

8 **Q. And you're not aware of anybody else**
9 **doing any renovations to the home.**

10 A. I remember we -- I'd asked my son.
11 Because, really -- because apart from me and my
12 son, I don't think anybody has done anything onto
13 the home.

14 **Q. Okay. Moving on, Mr. Karney. I want to**
15 **talk about the acquisition of the property from**
16 **Shiba Prop to you and your wife.**

17 A. Uh-huh.

18 **Q. This occurred on March 28th, 2022. Is**
19 **that right?**

20 A. Yes.

21 **Q. And on that date the property was**
22 **transferred by Shiba Prop to yourself and your**
23 **wife.**

24 A. Uh-huh. Yes, sir. Yes.

25 **Q. You executed the deed for Shiba Prop to**

ANAND KARNEY

1 **make this transfer.**

2 A. I -- I didn't hear the question --

3 **Q. So you were -- you had signed the deed**
4 **for the transfer of the property on March 28,**
5 **2022, from Shiba Prop to yourself and your wife.**

6 A. Yes.

7 **Q. Why did you transfer the property from**
8 **Shiba Prop to yourself and your wife?**

9 A. Really, I don't know. My son told me,
10 hey, we'll transfer the property -- Shiba property
11 on to you because you're going to stay -- if you
12 stay if you sell your Omaha home. I said, okay.
13 As I said, actually -- frankly speaking again, I'm
14 telling you, all the deals that we made, my son
15 was doing it with -- along with other people. And
16 all the people aware that I'm just a -- just --
17 just was signing whatever my son was telling me.

18 **Q. The property -- just putting your name**
19 **for title purposes.**

20 A. I -- I don't -- he said you are going to
21 live here, so let the property in your name. I
22 said, okay. There's not -- that was not -- I
23 don't think that was --

24 THE REPORTER: Sir, I'm sorry. I need
25 you to slow down a little bit. I'm having -- I'm

ANAND KARNEY

1 struggling to understand you at times.

2 THE WITNESS: Okay.

3 THE REPORTER: You said you were going
4 to.

5 THE WITNESS: I said -- see, anything
6 which was -- I was signing -- like, my son was
7 bringing it and saying that it was -- this is what
8 I'm doing it, and do it -- can you sign it. I
9 used to sign it. Because, really, I don't
10 understand what he was doing because I was not in
11 real estate. But he said this property we'll sign
12 onto your name because you're going to move out of
13 Omaha. I said okay.

14 BY MR. PALMER:

15 **Q. But the -- it was purchased by Shiba Prop**
16 **just four months before it was transferred to you**
17 **and your wife.**

18 A. We -- I think we got the loan on that.
19 So I think -- initially, I don't know how we
20 purchased on Shiba Prop, but he said it is a
21 difficult -- it was a higher interest rate on
22 something like. And he told me, if I remember,
23 okay, we'll go from the lower interest rates and
24 we'll go for the market, and I said okay for that.

25 **Q. The -- so I understand mortgage rates go**

ANAND KARNEY

1 down, people refinance. But why did -- was there
2 also the need then to transfer the property from
3 Shiba Prop to yourself and your wife?

4 A. Well, initially when we bought it, I
5 think -- when Shiba Property -- he bought it the
6 interest rate was very high, because it was a very
7 short duration of time to buy it. Then later we
8 bought it, I think, lower interest rate with a
9 loan than the mortgage. That's what I -- I
10 remember, and I think that should have been the
11 case.

12 Q. And I -- and I understand -- sir, go
13 ahead.

14 A. When we got the loan from the bank, I
15 don't know -- which Argentina finance or
16 something. I think it was a lower -- lower rate
17 and lower -- lower payment. That's what it is.

18 BY MR. PALMER:

19 Q. And -- and I understand the -- you know,
20 wanting to refinance for a lower rate. But why
21 not just refinance the property and keep it in
22 Shiba Prop's name?

23 A. I don't know. You -- I don't -- I -- I'd
24 ask only my son why he did that, because I -- I
25 never -- I don't know why he did that.

ANAND KARNEY

1 Q. The only thing that Shiba Prop received
2 in return for deeding the property was getting the
3 mortgage loan that it had on it paid in full,
4 correct?

5 A. What?

6 Q. So this property is transferred, it's
7 deeded over from Shiba Prop to -- to yourself and
8 your wife, correct?

9 A. Uh-huh, yes.

10 Q. The only thing that Shiba Prop
11 effectively received in return for this was that
12 it got its mortgage that was on the property
13 beforehand paid off, correct?

14 A. I don't know.

15 Q. Did you or your wife pay anything of
16 value to Shiba Prop in exchange for this home?

17 A. No.

18 Q. But you did take out a mortgage -- a new
19 mortgage on the home when the property was deeded
20 over.

21 A. On my name. Yes.

22 Q. And that mortgage was used to pay off the
23 prior mortgage that was in Shiba Prop's name,
24 correct?

25 A. Trying to speak -- I don't know whether

ANAND KARNEY

1 we had taken the mortgage to buy the property when
2 it was Shiba or not. But only -- I think when
3 I'm transferring it to my name, when I'm signing
4 the document, I now taking the loan. So initially
5 there was a loan or not, I'm not -- I'm not sure.

6 **Q. So you're not aware if there was even a**
7 **mortgage that Shiba Prop had on the property**
8 **before it got transferred into your and your**
9 **wife's name.**

10 A. I don't know.

11 MR. PALMER: Seth, if you could pull up
12 Exhibit 13. And I think -- go down about the
13 third page. I guess, hold on just a second.

14 BY MR. PALMER:

15 **Q. See -- do you see the document on the**
16 **screen right now, Mr. Karney?**

17 A. Yes.

18 **Q. It -- it's titled closing disclosure.**

19 A. Uh-huh.

20 **Q. And you see towards the top left corner**
21 **it has the closing date of March 28, 2022.**

22 A. Yeah. March 28, 2022. Yes. Closing
23 date.

24 **Q. We just talked about was the day that the**
25 **-- the property was transferred from Shiba Prop to**

ANAND KARNEY

1 you and your wife.

2 A. What is that?

3 Q. We just talked about how that was the
4 date that this property, 8901 Mission, was
5 transferred to you and your wife.

6 A. Uh-huh, yes.

7 Q. And I think you said something about an
8 Argentine bank as well. Do you --

9 A. I think --

10 Q. -- recall that?

11 A. You can -- sure but I don't know who made
12 this -- is it Argentine? I don't know the whose
13 which bank is giving it, but we went there to the
14 -- sign the documents.

15 Q. Is your understanding that the mortgage
16 you and your wife took out was with Argentine
17 Federal Savings Bank?

18 A. I think so. Yes.

19 Q. And then this closing disclosure lists
20 the borrowers as you and your wife, and the lender
21 is Argentine Federal Savings?

22 A. Yes. I -- yeah -- lender Argentine
23 Federal Savings, yes.

24 THE REPORTER: I'm sorry, sir. After you
25 answered yes I couldn't understand what you said.

ANAND KARNEY

1 THE WITNESS: Yes. It is at lenders
2 Argentine Federal sign, we went -- we signed the
3 document for them.

4 BY MR. PALMER:

5 Q. So does this appear to be some of the
6 loan documents from the mortgage that you and your
7 wife took out in your name on the property?

8 A. Yeah. I don't remember exactly what that
9 documentation, but looks like this is the same.
10 Yes.

11 MR. PALMER: Scroll down. I think it's
12 the third page. Yes. So -- actually, if you
13 scroll back up as well to that first page.

14 BY MR. PALMER:

15 Q. So the loan amount here, do you see where
16 it says 400,000, kind of, in the middle of the
17 page?

18 A. Uh-huh. Yes. I can see that 400, yes.

19 MR. PALMER: And now if you go down to
20 the third page.

21 BY MR. PALMER:

22 Q. You see it says -- there's the section
23 that's on the screen right now that says payoff
24 and payments.

25 A. Uh-huh. Yeah.

ANAND KARNEY

1 Q. And you see -- right next to that it says
2 use this table to see a summary of your payoffs
3 and payments to others from your loan amount. Did
4 I read that correctly?

5 A. Yes, I can see that. Yes.

6 Q. And there is a -- there's one loan item
7 listed there for EPL Investments, L.L.C.

8 A. Uh-huh. Yes. I can see that.

9 Q. The amount is \$364,764. Is that right?

10 A. I can see that. Yes.

11 Q. Did you and -- you and your wife didn't
12 have any loans from EPL Investments before this
13 closing, did you?

14 A. I don't know.

15 Q. You -- you don't know if you and your
16 wife personally had a \$364,000 loan?

17 A. Not really. I don't remember. Because
18 as I told you, we never -- my son was telling me,
19 hey, we are purchasing it, will you sign it. I
20 signed the documents. But I -- I don't exactly
21 remember with an EPL listed on it or anything
22 else.

23 Q. But you and your wife didn't pay anything
24 of value for this property besides, if there was a
25 mortgage payoff, maybe that?

ANAND KARNEY

1 A. I don't remember I paid anything on that.

2 Q. So could have been zero dollars that you
3 effectively paid in consideration for this sale.

4 A. To sell home.

5 Q. You have no idea if you paid zero dollars
6 or \$10,000,000 for this home. Is that your
7 testimony?

8 A. What -- come again, please.

9 Q. Your -- everything you're saying is I
10 don't know, I don't know. So you don't know if
11 you paid zero dollars to Shiba Prop, effectively,
12 or \$10,000,000 to Shiba Prop for this home.
13 You're just completely in the dark. You know
14 nothing.

15 A. Really, I don't know. I -- I --
16 question's -- I don't understand your question
17 exactly. Who paid the Shiba zero or 10,000,000.
18 What -- what do you mean?

19 Q. Well, because I'm -- I asked you -- you
20 said that you and your wife didn't pay any actual,
21 like, cash out of your accounts to Shiba Prop for
22 this property, 8901 Mission, to be transferred
23 into your name, correct?

24 A. Correct.

25 Q. And so I'm just trying to figure out if

ANAND KARNEY

1 there was effectively -- and you understand the
2 concept that if Shiba Prop had a loan on the
3 property, a mortgage, and you paid that off in
4 exchange for them deeding the property to you,
5 that that's effectively consideration being paid
6 towards Shiba Prop. You kind of get that concept.

7 A. Really, I don't know what to say that.

8 Q. Do you have any opinion as to the value
9 of 8901 Mission Road on March 28th, 2022?

10 A. The house value on March 22 -- '22.

11 Q. Yeah. Do you have any opinion as to the
12 value of the home on that date?

13 A. Was around -- I think it was around 400K.

14 Q. You aware there was an appraisal done as
15 part of this refinance transaction.

16 A. Come again, please.

17 Q. You're aware that in the process -- we've
18 talked about how you did take out a \$400,000
19 mortgage with Argentine Federal Savings on this
20 property on March 28th, 2022, correct?

21 A. Yeah. We had taken loan from that -- in
22 that -- federal. I know. Yeah.

23 Q. And you're aware in the process of
24 getting that loan there was an appraisal done on
25 the property.

ANAND KARNEY

1 A. I think so. Yes.

2 Q. Okay.

3 MR. PALMER: Scroll up to the first page,
4 Seth.

5 BY MR. PALMER:

6 Q. All right. This same Exhibit 13, you see
7 the -- where it says just above loan terms,
8 appraised prop value, \$500,000. Do you see that?

9 A. Loan terms, loan amount.

10 Q. Just above that.

11 A. Above that. Oh. Appraisal property
12 value, 500K. Yes, I can see that.

13 MR. PALMER: Can you pull up Exhibit 7,
14 Seth? Go down a few pages.

15 BY MR. PALMER:

16 Q. Do you see that document we have marked
17 on the screen as Exhibit 7? Can you see that
18 document, Mr. Karney?

19 A. Yes. I can see that.

20 Q. It's -- the title at the top is Uniform
21 Residential Appraisal Report?

22 A. Yes.

23 MR. PALMER: Can you scroll down a little
24 farther, Seth. Go up. I think it's at the
25 bottom of the previous page. One more. One

ANAND KARNEY

1 before it. Bottom of the page, I think. There
2 we go. Zoom in there. Okay.

3 BY MR. PALMER:

4 Q. So we're still on the same Exhibit 7,
5 this appraisal report. You see it says the
6 indicated value by sales comparison approach is
7 \$500,000.

8 A. Yeah. Indicate the value by -- yeah. I
9 can see that. Yes.

10 MR. PALMER: If you go down a little bit
11 more to the signature on this page.

12 BY MR. PALMER:

13 Q. And that's -- says there -- bottom there
14 it says \$500,000 as of March 11th, 2022. Do you
15 see where it says that?

16 A. Yes. 3/11/22, yes.

17 Q. Do you have any reason to doubt that this
18 appraisal and the loan documents that I just
19 showed you are incorrect in valuing the house at
20 \$500,000 as of March 2022?

21 MR. EPSTEIN: Objection. Calls for an
22 expert opinion on value.

23 A. I don't know.

24 BY MR. PALMER:

25 Q. You can answer, Mr. -- you -- but you

ANAND KARNEY

1 don't have any reason to doubt that it might have
2 been worth half a million dollars on -- in March
3 2022.

4 A. I don't know. As I told you, just in 20
5 -- so until I sold my home in Omaha I never know
6 -- like, I used to go for one day or two day. So
7 I don't -- I don't think I can assess the value
8 of the property any point of the time.

9 Q. Okay. So you don't have any ability to
10 offer any opinions. You're saying that it's the
11 value of the home.

12 A. No.

13 Q. Okay. Mr. Karney, next I want to talk to
14 you about the subsequent transfer of the property
15 from you and your wife to Midwest Sales & Leasing.
16 You're familiar with that transaction?

17 A. Yes.

18 Q. This occurred in June 2023. Is that
19 right?

20 A. Yes. June 2023. Yes. May -- May or
21 June --

22 Q. Why did --

23 THE REPORTER: Repeat that again, please.

24 THE WITNESS: It is May or June. Around
25 May and June of 2023.

ANAND KARNEY

1 MR. PALMER: Seth, can you pull up the
2 deed so we can just get that date established? I
3 think we have that one marked but I didn't write
4 it down, the exhibit number.

5 MR. EPSTEIN: Are you looking for Exhibit
6 9, Mr. Palmer?

7 MR. PALMER: Is that the one -- it's the
8 deed from June. I was trying to figure out -- is
9 that the one, Seth? Okay. Yeah. Seth's got it
10 now. Thanks for helping us locate that.

11 MR. EPSTEIN: Sure.

12 BY MR. PALMER:

13 Q. This is a warranty deed. See Exhibit 9
14 is dated June 8th, 2023?

15 A. Yes.

16 Q. And this is the deed where you and your
17 wife transferred the property to Midwest Sales &
18 Leasing?

19 A. Yes.

20 Q. Why was the property transferred?

21 A. We -- we thought we'll move to India.
22 And it was becoming difficult to pay the mortgage,
23 also. So I thought we'll sell and we'll move out.

24 Q. It wasn't listed publicly for sale. Is
25 that right?

ANAND KARNEY

1 A. I -- I inquired few people. And --
2 because the house is not in a position to list it.
3 Because to list it we had a lot of -- do a lot of
4 things. Like, deck was broken, and a lot of
5 things was -- we -- to list the home it was --
6 this has to be done to bring it up, level up to
7 sell. Then I was not ready to invest any money,
8 so I was looking for somebody who can take as it
9 is, and these people said, we'll take it, and we
10 gave it to them.

11 **Q. The -- what repairs did you believe were**
12 **needed to be able to list this property for sale?**

13 A. Oh, that was -- totally -- deck was
14 broken. And one of the bathroom -- like, it --
15 it -- the tub -- only tub. Like, you cannot use
16 for -- shower for -- some -- something like. And
17 the garage door entry to the main door was not
18 good. It is leaking. These are the things.

19 **Q. So there's -- what was wrong with the**
20 **bathroom tub?**

21 A. It was not built -- case like -- only tub
22 was there. And the mirrors was not fixed onto
23 that.

24 **Q. The what was not fixed on it?**

25 A. I don't know how to put it. See, in the

ANAND KARNEY

1 bathroom, they installed the tub, but they not
2 install room -- shower curtains or something like
3 to that. So to make that it has to be -- put the
4 glass or curtains, or whatever it is.

5 **Q. It needed to have, like, a -- the glass**
6 **-- sliding glass door installed --**

7 A. Yes.

8 **Q. -- around the tub.**

9 A. Around the tub. Yes.

10 **Q. What was wrong with the sink?**

11 A. Sink. No. Sink was good.

12 **Q. But you said -- maybe I misunderstood**
13 **you. I thought you said the sink was broken.**

14 A. Deck was broken. Deck. I'm talking
15 about that. Wooden deck.

16 **Q. The tank, you said.**

17 A. Deck. Deck.

18 MS. KARNEY: Backyard.

19 THE WITNESS: Backyard deck.

20 MR. EPSTEIN: Wooden deck.

21 MR. PALMER: Deck.

22 BY MR. PALMER:

23 **Q. Were you saying deck, like, the back**
24 **patio?**

25 A. Back patio, yes. Patio deck. Yeah.

ANAND KARNEY

1 Q. Okay. What was wrong with -- with the
2 patio?

3 A. Like, the -- it is -- like, the wood is
4 rotted, and it is broken.

5 Q. Did you have any estimates for the
6 repairs?

7 A. I not take any estimation for the repair.
8 But when I was in the discussion, like, when I was
9 talking to my son, he said we have to total --
10 dismantle this and replace the thing, and it may
11 take about -- to 20,000.

12 THE REPORTER: Repeat that number again.

13 THE WITNESS: Maybe 15 to \$20,000 to re
14 -- replace total deck. Total patio.

15 MS. KARNEY: Roughly.

16 THE WITNESS: Yeah. Roughly.

17 BY MR. PALMER:

18 Q. This was a year and a half after --
19 approximately a year and a half after Shiba Prop
20 had originally purchased the property that it was
21 transferred to Midwest Sales. Is that right?

22 A. Right.

23 Q. And so was this deck in the same
24 condition when it was purchased by Shiba Prop.

25 A. It was in a better condition. But in one

ANAND KARNEY

1 year's time, like, it is -- it was rusted -- the
2 -- the -- wood -- wood is broken, actually. So
3 when I saw last time the deck -- the patio was in
4 good shape, actually. But not -- this time, after
5 one, one and a half year's time, it went -- was
6 in really bad shape.

7 **Q. What was broken about the wood on the**
8 **deck?**

9 A. Like, you have it -- on a deck you have
10 various wooden pieces. And out of, maybe, eight,
11 nine pieces of plenty pieces, three, four pieces
12 was broken. And it was a big patio on the -- all
13 the sides. Like, it was top, and go down there
14 is a big deck on the bottom. So everything was
15 broken, actually.

16 **Q. You said there was a problem with the**
17 **garage door.**

18 A. Not exactly garage door. Garage door to
19 the entry to the home. Like, it is broken --
20 like, the door was not good. Like -- like in the
21 cold -- in -- in the winter, the cold will pass
22 into the home, and in the heat -- in the heat,
23 like, in the summer, the heat will come inside the
24 home.

25 **Q. The -- the -- like the swinging door**

ANAND KARNEY

1 between the house and the garage needed to be
2 replaced?

3 A. Correct.

4 Q. So the items that you believe were in
5 need of repair as of June 2023; that the deck
6 needed to be replaced, that there needed to be
7 sliding glass doors installed around the tub in
8 the bathroom, and the garage door entry between
9 the house and the garage needed to be replaced.
10 Is that right?

11 A. Uh-huh. Yes.

12 Q. Was there anything else?

13 A. We never thought of doing the repair and
14 selling it, because -- because, like -- like, when
15 we are moving out I -- I discussed with my son.
16 I told him, I -- I don't put any money. Let's
17 sell it, if somebody find -- if somebody right to
18 find it whom to take it as it is. I said we go
19 with that, that's what it is. So we never
20 estimated whether --

21 THE REPORTER: I'm sorry, sir. Hold on.
22 We will take it as it is. I said.

23 THE WITNESS: Yes. I said if we -- if we
24 can find anybody who can take it as it is, then I
25 will -- we were ready to give it, actually.

ANAND KARNEY

1 BY MR. PALMER:

2 Q. But there wasn't -- you described all of
3 the repairs that were needed with the house so far
4 today in this deposition.

5 MR. EPSTEIN: I -- I would object that
6 that's probably not all the repairs, but it's the
7 repairs he can recall off the top of his head.

8 MR. PALMER: And, Mark, that's a speaking
9 objection. If we could limit those. It's not a
10 -- any type of legal objection. It's just trying
11 to feed testimony to a witness. And so I'm just
12 trying to understand --

13 MR. EPSTEIN: Objection. Okay.
14 Objection. Misstates his testimony.

15 MR. PALMER: Okay.

16 BY MR. PALMER:

17 Q. Mr. Karney, are you aware -- besides the
18 deck, the -- the glass door to the tub, and the
19 door to the garage, are you aware of any other
20 repairs that were needed on the property as of
21 June 8th, 2023?

22 A. See, it is depends upon the thing. Like,
23 people may -- if -- if -- if they asked me to
24 repair, like -- like, to put it on the market then
25 I have to call somebody and ask them what to be

ANAND KARNEY

1 done onto this to put it onto the market. Because
2 all -- say like -- ask -- ask to do a lot of
3 things before putting onto the market. Because
4 that was -- I was trying to sell my Omaha home,
5 and I was thinking everything is fine. But when I
6 asked them -- they given me two pages list asking
7 me to do all this repair and do it. So I did the
8 same thing for my Omaha home. I said, okay, I
9 could not -- I cannot do all these repairs, I'll
10 sell as it is if somebody comes. And somebody
11 came and bought my Omaha home for a lower price
12 than the market price. I gave it to them.

13 So what -- I never called anybody to give me
14 estimation or give me the things, what is required
15 to be repaired, but it -- intention was only to
16 sell as it is if somebody stakes.

17 **Q. I -- I understand the intention to sell**
18 **as is. I understand the buyer might ask for**
19 **something else to be done, but directing you back**
20 **to my question.**

21 **Were you aware of any other repairs needed to**
22 **the property as of June 8th, 2023, besides the**
23 **three that we've been talking about, which are the**
24 **garage door being replaced, the sliding glass door**
25 **to the tub being replaced, and the deck being**

ANAND KARNEY

1 replaced?

2 A. These are the major things. Like, there
3 may be minor things. Like, that's what I'm
4 telling. If -- if somebody says, okay, we have to
5 replace this, but sure -- I -- I can see those
6 are the major things, but there may be minor which
7 are not noticed.

8 Q. There might be minor that you wouldn't
9 notice. So my question is, you weren't aware of
10 them then, correct?

11 A. What is that?

12 Q. I was asking if there were any issues
13 that you were aware of, and you keep responding
14 that somebody in the future may tell you of
15 something. So do you understand the disconnect
16 we're having here?

17 A. Yeah. Really, come again.

18 Q. We can -- we can move on.

19 MR. PALMER: The -- if you could pull up
20 Exhibit 2, Seth.

21 BY MR. PALMER:

22 Q. Mr. Karney, we're now showing you Exhibit
23 2 on the screen. Can you see that?

24 A. I can see that. Yes.

25 Q. And these are Anand Karney's Amended

ANAND KARNEY

1 Objections and Responses to Plaintiff's First Set
2 of Interrogatories to Defendant Anand Karney. Is
3 that right?

4 A. Yes.

5 MR. PALMER: Go down to the Interrogatory
6 No. 4.

7 BY MR. PALMER:

8 Q. Interrogatory No. 4. Do you see that on
9 the screen?

10 A. Yeah. I can see.

11 Q. It asks for an itemized list of
12 everything that Midwest Sales & Leasing gave you
13 and/or your wife in exchange for you and your wife
14 transferring the property to Midwest Sales &
15 Leasing. Do you see where that's at?

16 A. -- comment. What is the question?

17 Q. The -- do you see -- you understand the
18 question that it's asking you in Interrogatory No.
19 4, that it's asking for everything of value that
20 was paid by Midwest Sales & Leasing for the
21 property?

22 A. Uh-huh. Yes. I -- I -- yes.

23 Q. And it says Midwest Sales & Leasing paid
24 off the off the mortgage and paid us the balance
25 of the purchase price which ended up being under a

ANAND KARNEY

1 hundred dollars --

2 A. Uh-huh.

3 Q. -- did I read that correctly?

4 A. Yes.

5 Q. And that's your interrogatory answer in
6 this case.

7 A. Yes.

8 Q. And there's nothing else -- the -- do you
9 know what the loan balance would have been in June
10 2023 on the mortgage?

11 A. I don't remember what was that. If it
12 was around -- nearly almost 73, 83, 90.

13 MR. PALMER: Can you pull up the
14 statement just so we can get the number on it?
15 Exhibit 12.

16 BY MR. PALMER:

17 Q. I'm just going -- I think they're --
18 you're -- you're pretty much spot-on there, Mr.
19 Karney. I'm just going to pull up the mortgage
20 statement so we can establish the precise amount
21 here. Do you see Exhibit 12 on the screen?

22 A. Yes.

23 Q. This is a loan statement from Argentine
24 Federal Savings to you and your wife.

25 A. Uh-huh. Correct.

ANAND KARNEY

1 MR. PALMER: If you scroll down just a
2 little bit.

3 BY MR. PALMER:

4 Q. Do you see the balance there is -- we'll
5 throw out the -- the cents on it. But \$389,680.

6 A. Correct.

7 Q. And your position is that what Midwest
8 Sales & Leasing paid was basically this \$389,680,
9 plus maybe a hundred dollars more or less than
10 that?

11 A. Yeah. This paid on the total loan. I
12 can remember that I not pay any significant to my
13 part to the Argentine Federal to close this deal.
14 They paid -- they paid all the loan against this.
15 Yes.

16 Q. And so it's all you and your wife
17 received was this 389,000, approximately, dollars
18 in exchange for deeding the property to Midwest
19 Sales & Leasing.

20 A. We are not receive it, actually. They
21 paid the loan.

22 Q. Correct. They paid the loan.

23 A. Uh-huh.

24 Q. The -- and that's what the value was that
25 you and your wife received in exchange for

ANAND KARNEY

1 transferring the property, is that they paid off
2 the loan, correct?

3 A. Correct. Because that time the -- I was
4 thinking -- like, I asked few people, and they
5 said it may be -- the property value maybe 425 to
6 450, but leaving the apart from what the -- the
7 person of the agency and everything, repair and
8 everything, I thought this deal is good, then I
9 agree -- we -- we agreed for this.

10 Q. So nothing else of value besides them
11 paying off this mortgage was given by Midwest
12 Sales & Leasing in order for you and your wife to
13 transfer 8901 Mission Road to them?

14 A. No.

15 Q. You kind of jumped over to my next
16 question that I was going to ask you already
17 there. Did you have any opinion of the value of
18 8901 Mission Road as of June 2023?

19 A. Yeah. It was -- that was before giving
20 up anything, like I -- I -- I spoke to people and
21 I look around to my -- Zillow -- it was anywhere
22 between --

23 THE REPORTER: I'm sorry, sir. I looked
24 -- I'm sorry. I looked around to what?

25 THE WITNESS: I -- I spoke to few people,

ANAND KARNEY

1 and I look at Zillow and -- Zillow. Zillow
2 online. And it was in -- around -- sometime it
3 was selling 425 and 430. Like, it was varied.

4 BY MR. PALMER:

5 Q. You said you were looking at **HEELLO**
6 **(Spelled phonetically) online, like home equity**
7 **line of credit?**

8 A. Not online -- see. When you put your
9 home on Zillow they give the value --

10 Q. Oh.

11 A. -- of that home. Approximate value of
12 that.

13 Q. Zillow. I gotcha.

14 A. Zillow. Yes.

15 Q. As we talked about before the home was in
16 approximately the same condition without any major
17 renovations that were done between June of 2023
18 and when the property was refinanced by you and
19 your wife in February of 2022.

20 A. I'm not done any renovation. But
21 anything that's done by Amogh, I don't remember.
22 I -- I -- he might have done anything, I don't
23 know. We would have to ask that question to
24 Amogh.

25 Q. Are you aware that a few -- or that after

ANAND KARNEY

1 the property was transferred to Midwest Sales &
2 Leasing that it was listed for sale?

3 A. I'm not aware of that.

4 Q. Okay.

5 MR. PALMER: Can you pull up the 2024 MLS
6 listing? Oh. This will be -- we will be marking
7 this as Exhibit 18.

8 (THEREUPON, Deposition Exhibit No 18 was
9 marked for identification.)

10 BY MR. PALMER:

11 Q. Does this appear to be another MLS
12 listing for the home at 8901 Mission Road?

13 A. I'm not aware of what this -- listed this
14 actually.

15 Q. I guess it says -- we talked about before
16 when we looked at a prior MLS listing. Remember
17 there it had the list date in the middle. You
18 see in the middle of this document where it has a
19 list date of January 19, 2024?

20 A. Yes. I can see that.

21 Q. So this is about seven months after the
22 property was transferred by you and your wife to
23 Midwest Sales, correct?

24 A. Correct.

25 MR. EPSTEIN: I'm going to object to the

ANAND KARNEY

1 relevance. It's -- to -- to the best of my
2 knowledge, having just seen this for the first
3 time, it appears to be an expired --

4 MR. PALMER: Objection. Relevance --
5 Mark-Mark-Mark-Mark. Objection. Relevance is an
6 objection. Now you're going to do a speaking
7 objection where you're going to try to feed
8 testimony to the client. Objection, Relevance.
9 Done.

10 MR. EPSTEIN: Okay. Well, it's a -- it's
11 an unsold listing. No relevance. There's my
12 objection.

13 MR. PALMER: Okay.

14 BY MR. PALMER:

15 Q. You see the list price of \$650,000.

16 A. I can see that.

17 Q. And so your opinion is that in June of
18 2023 this property was worth around, I believe you
19 said, 425 to \$450,000?

20 A. That was my -- yes.

21 Q. Yeah. It was listed -- somebody thought
22 it was a good idea to list it for \$650,000 seven
23 months later.

24 MR. WAGNER: Objection. Speculation.

25 MR. EPSTEIN: Objection. Calls for

ANAND KARNEY

1 speculation.

2 MR. WAGNER: Doug, did you get those?

3 BY MR. PALMER:

4 Q. Knowing that the property was listed for
5 \$650,000, does that affect your opinion of the
6 value seven months before in June 2023?

7 MR. WAGNER: Objection. Calls for a
8 legal conclusion and an expert opinion.

9 BY MR. PALMER:

10 Q. Having seen this, do you still believe
11 that the value in June 2023 of this property was
12 425 to \$450,000, Mr. Karney?

13 MR. WAGNER: Same objections.

14 BY MR. PALMER:

15 Q. You can answer the question. Mr. Karney,
16 did you freeze here?

17 A. No. I'm here. Can you hear me?

18 Q. Okay. If you need a moment to read
19 through -- yeah. Can hear you now.

20 If you need a moment to read through this, by
21 all means, take a moment. But does this listing
22 affect your opinion as to -- to the value of the
23 property in June 2023?

24 MR. WAGNER: Same objections. Calls for
25 a legal conclusion. Expert opinion.

ANAND KARNEY

1 MR. EPSTEIN: And calls for speculation.

2 And it's not relevant what he thinks of this

3 listing.

4 BY MR. PALMER:

5 Q. Mr. Karney, you can answer the question.

6 A. I've not seen the listing, and I don't

7 have any expertise to say about this, whether it's

8 right or wrong. Because people might have listed

9 the price what they wanted, but.

10 BY MR. PALMER:

11 Q. You say you didn't see the listing

12 price --

13 A. No.

14 Q. -- you see there in the top right corner.

15 A. I can see the listing price, but I have

16 not seen the listing after viewing the home.

17 Q. What was that? You're not seeing the

18 listing after what?

19 A. After selling the home I not seen any

20 listing myself about the sale of this.

21 Q. You said you talked to some people in

22 June 2023 who thought the value was around 425 to

23 450,000. Did I hear that correctly earlier?

24 A. Yes.

25 Q. Who?

ANAND KARNEY

1 A. Some -- I spoke to Amogh and some --
2 whoever -- like, I was -- I was looking on Zillow
3 and I was talking to somebody. I don't -- I
4 don't remember whom I called and who said. But I
5 was talking to -- saying that, hey, sell my home,
6 what is the --

7 THE REPORTER: I'm sorry, sir. I'm
8 sorry, sir. But I was talking to.

9 THE WITNESS: I was talking to few people
10 on that list, whatever it comes on to that net,
11 actually, when I were look -- looking on the
12 Google, who is already selling the home. Then I
13 would look at when I talk to them, I -- when I
14 say this. They say this is the price around that.
15 But they said exactly price they can give it to me
16 once they come home and look at that. But I was
17 not ready to show the home because it was not in
18 the condition to put the listing on to that.

19 BY MR. PALMER:

20 **Q. So you don't remember what realtors you**
21 **spoke with.**

22 A. I -- I don't remember. Like -- only
23 thing is what it can be -- we can -- we can talk
24 to them only, what is the price, what is that,
25 what is the market. This is what it is.

ANAND KARNEY

1 Q. How did you contact these realtors?

2 A. I think search on the Google.

3 Q. Did you call them or e-mail them?

4 A. No. I -- I called them.

5 MR. EPSTEIN: Mr. Palmer, we've --

6 MR. PALMER: Yeah.

7 MR. EPSTEIN: We've been going about an
8 hour and 15 minutes, and if it wouldn't be too
9 much trouble can we take a three to five-minute
10 restroom break or something?

11 MR. PALMER: Yeah. I'm fine with that.

12 (THEREUPON, a recess was taken.)

13 BY MR. PALMER:

14 Q. Mr. Karney, we're back on the record
15 after a brief break there. Couple things I forgot
16 to ask you about early on.

17 I see obviously your wife is there with you.
18 But is there anybody else in the room with you
19 today --

20 A. Nobody.

21 Q. -- in this deposition?

22 A. Nobody.

23 Q. And -- and have you been receiving any
24 text messages or e-mails that you've been looking
25 at while being deposed here today?

ANAND KARNEY

1 A. No.

2 Q. You said one of the sources that you
3 looked at was obviously the realtors that you
4 talked to about the value of the home in June
5 2023, correct?

6 A. Uh-huh, yes.

7 Q. And you said you also looked at Zillow?

8 A. I looked at the Zillow, too.

9 Q. Okay.

10 MR. PALMER: Pull up the screenshot here.

11 BY MR. PALMER:

12 Q. I'll proffer for you, Mr. Karney, that we
13 just pulled a screenshot from the Zillow estimate
14 value of this home in June 2023. See where it
15 says that the estimate on Zillow for the value of
16 this home is \$863,000?

17 A. Wow. Okay.

18 Q. Is it your testimony that you looked at
19 the Zillow listing and thought that it should only
20 be worth 425 to 450,000?

21 A. Yes. When I was looking at -- that was
22 -- that's what I getting at. But the 800K.

23 Q. And so if the Zestimate was -- the Zillow
24 estimate was actually much higher than that, in
25 fact, something that affects your opinion on the

ANAND KARNEY

1 value, then your opinion is the value should be
2 higher than the 425 to 450,000?

3 MR. EPSTEIN: Objection. Calls for
4 speculation and expert opinion.

5 MR. WAGNER: And a legal conclusion.

6 BY MR. PALMER:

7 Q. Do you need me to repeat the question,
8 Mr. Karney?

9 A. I don't know. This the first told me
10 that, so I don't know what I was looking at then.
11 But -- but for the -- my -- like my knowledge
12 value and my -- my -- according to my knowledge,
13 the value was -- that was the value. I don't
14 know. You showing 800K. I don't.

15 Q. So you're not very confident in your
16 opinion of the value of this property in June of
17 2023?

18 MR. WAGNER: Objection. Misstates
19 testimony.

20 BY MR. PALMER:

21 Q. Are you not very confident in your
22 opinion of the value in June 2023 of this home?

23 MR. WAGNER: Same objection.

24 MR. EPSTEIN: Same objection.

25 BY MR. PALMER:

ANAND KARNEY

1 Q. You can answer the question.

2 A. I don't know.

3 Q. Okay. Who did you deal with with Midwest
4 Sales & Leasing in transferring this home?

5 A. I think I'd asked my son. My son, Amogh,
6 he was dealing majorly.

7 Q. Did you have any direct communications
8 with anybody with Midwest Sales?

9 A. I don't remember.

10 Q. Do you know any of the individuals who
11 are members of Midwest Sales & Leasing?

12 A. I know. I think --

13 THE REPORTER: I'm sorry. Did you say a
14 name?

15 THE WITNESS: Amritpal Singh or something
16 like -- I don't remember his full name, but.

17 BY MR. PALMER:

18 Q. Okay. When did you first meet Mr. Singh?

19 A. I think once when we decided to sell the
20 home. I think myself and my son, we met him.

21 Q. Met in-person?

22 A. We -- let me -- let me recollect it if I
23 can. Yeah. I think he came to my home, and he
24 saw the home and everything. That time I think
25 first time I met -- somebody.

ANAND KARNEY

1 THE REPORTER: Repeat that last part
2 please.

3 THE WITNESS: So he came to see the home,
4 and he went around the home. That time I met
5 him, first time.

6 BY MR. PALMER:

7 Q. So that would -- you met him at the home
8 at 8901 Mission?

9 A. Uh-huh. Yes. Correct.

10 Q. Besides meeting him in-person this one
11 time, did you ever have any calls, text messages,
12 or e-mails with him?

13 A. Like, my son used to handle those things,
14 and he used to tell me. Like, okay, today when
15 we decided to sell the home, like, he used to talk
16 to the people and used to tell me this, this,
17 this, and he said somebody's coming, and he sell
18 the home.

19 Q. But did you have any calls, text
20 messages, or e-mails with Mr. Singh?

21 A. No.

22 Q. There -- did you have any communications
23 at all, whether in-person calls, texts, or
24 anything like that with any of the other people
25 associated with Midwest Sales?

ANAND KARNEY

1 A. No.

2 Q. How was it -- strike that. How did you
3 get from owning this home to transferring it to
4 Midwest Sales? Did -- were they set up with an
5 intermediary, just how did you kind of get the
6 ball rolling on this?

7 A. What?

8 Q. Sorry. That was a terrible question. Is
9 -- is the one person you met with Midwest Sales is
10 Andre Paul. It's probably your son that brought
11 them to you as a potential buyer of the property.

12 A. I think he came to see the property.

13 Q. Do you know how they learned of the
14 property to begin with?

15 A. I don't have any idea about it.

16 Q. Okay. Just to be clear then. During the
17 entire time when Shiba Prop owned this property,
18 and -- and when you and your wife owned this
19 property it was never publicly listed for sale.

20 A. I don't remember anything listed by me.

21 Q. Okay.

22 MR. PALMER: Can you pull up Exhibit 2.
23 Excuse me. And I think, for -- for everybody,
24 it's on the same page for this Zillow screenshot
25 where -- we're marking as Exhibit 19.

ANAND KARNEY

1 (THEREUPON, Deposition Exhibit No 19 was
2 marked for identification.)

3 BY MR. PALMER:

4 Q. Mr. Karney, we're in the process of
5 pulling up here Exhibit 2 which is your sworn
6 answers to interrogatories that we talked about a
7 little bit earlier. Specifically looking to
8 number three there. See this Interrogatory No. 3
9 asks for a list of all assets owned by you or
10 your wife on June 8th, 2023. Do you see where it
11 asks that? And then in the response there --
12 there's some objections in bold. But getting down
13 to the non-bold part of it you list out a 2017
14 Range Rover that you or your wife would have owned
15 as of June 8, 2023. Do you see that?

16 A. Yes. I can see that. Yes.

17 Q. Do you have any idea as to the value of
18 the Range Rover, just approximately?

19 A. I don't know.

20 MR. PALMER: Can you pull up Exhibit 15.

21 BY MR. PALMER:

22 Q. And I believe -- what's been marked as
23 Exhibit 15 here, Mr. Karney -- I think it's an e-
24 mail from your attorney Mark Epstein. And if you
25 see there's separately numbered paragraphs there.

ANAND KARNEY

1 Do you see number four?

2 A. Yes. I can see.

3 Q. And it says the Range Rover was sold when
4 the Karneys went to India. Mr. Karney believes it
5 was sold for around 15,000. Is that still your
6 recollection as to the amount that it eventually
7 sold for?

8 A. I don't recollect how much we sold it,
9 actually.

10 Q. Do you have any reason to think that it
11 sold for more than \$15,000?

12 A. I don't think so.

13 Q. And it says it was sold when you went to
14 India. When would that have been?

15 A. What?

16 Q. This -- this e-mail states that the Range
17 Rover was sold when you went to India. Is that
18 accurate?

19 A. Yes. We sold after I left to India.
20 Yes.

21 Q. When -- when about would that have been?

22 A. I don't know. I didn't ask that. But I
23 don't remember also when they sold.

24 Q. When you moved to India or -- and I'm not
25 looking for an exact date down to the exact day of

ANAND KARNEY

1 the month and year. Just trying to get an
2 approximate timeframe here of when it might have
3 been that this sold for, maybe, around \$15,000.

4 A. I don't remember when he sold it,
5 actually. But it is after I left to India.

6 Q. And when did you leave to India?

7 A. Yeah. May -- if I remember, May 2024.

8 Q. Okay. So about a year after June of
9 2023. And I'm just trying to get an approximate
10 value then. Do you think that --

11 A. I'm not -- I'm not really expert on that
12 to give a value, because I never, like, involved
13 any time to purchase, say, a lot of cars, so.

14 Q. And I'm not trying to get super-precise
15 here. But part of the -- the issue in the case
16 is proving assets and liabilities on a certain
17 date. And I'm just trying to work with you best
18 I can here that this is a car that you had. I
19 feel like people generally know, approximately,
20 what their vehicles are worth. And is it your
21 testimony that you have absolutely no idea, even a
22 range of what that range -- Range Rover could have
23 been worth in June of 2020 -- 2023.

24 A. Maybe around the same value of 15K.

25 Q. Okay. And would it have had a loan on

ANAND KARNEY

1 it?

2 A. No. I paid -- paid -- I think I paid off
3 everything.

4 MR. PALMER: Go back to Exhibit 2. Yeah.

5 BY MR. PALMER:

6 Q. Exhibit 2 here again. That's for all of
7 yours and your wife's assets as of June 8, 2023,
8 at least that are above 25 hundred dollars or more
9 in value. In addition to the 2017 Range Rover you
10 list a checking account at Union Bank & Trust. Is
11 that right?

12 A. Which one are you talking about?

13 Q. The -- so Interrogatory No. 3 on the
14 screen in front of you --

15 A. Uh-huh.

16 Q. -- is asking for all of yours and your
17 wife's assets of June 8, 2023. We talked about
18 the 2017 Range Rover. And the only other thing
19 listed in your answer is a bank account at Union
20 Bank & Trust. Is that right?

21 A. That's right.

22 Q. Is there any other assets, something
23 that's valued at, maybe, \$2,500 or more that you
24 or your wife owned on June 8, 2023?

25 A. June 2023. \$2,500.

ANAND KARNEY

1 Q. Correct.

2 A. Asset means more or less -- more or
3 less --

4 Q. Sorry. What was the -- that last word?

5 A. If you're asking the 2,500 worth, like,
6 maybe some of the things like the marriage -- in
7 -- in the marriage we have called Thali. And
8 exchange Thali chain -- it's called Thali chain.
9 And it -- it is what may be more than \$2,500
10 which is there with my wife.

11 Q. Were you saying jewelry there, Mr.
12 Karney?

13 A. Uh-huh.

14 Q. Okay. What was the value of the jewelry
15 that you would have had as of that day,
16 approximately speaking?

17 A. Altogether, four to \$5,000.

18 Q. You said \$5,000?

19 A. Four to \$5,000, yes.

20 Q. Was it 5,000 or 45,000?

21 A. 5,000.

22 Q. Okay. Any other assets that you or your
23 wife would have owned more than -- with a value of
24 more than \$2,500 as of June 2023?

25 A. No.

ANAND KARNEY

1 Q. Okay.

2 MR. PALMER: And then if we could scroll
3 up a little bit, Seth, we can get Interrogatory
4 No. 2, but then have it kind of straddling both
5 pages. There you go.

6 BY MR. PALMER:

7 Q. You see Interrogatory No. 2 there, Mr.
8 Karney?

9 A. Yeah. I can see that.

10 Q. It says -- it asks you to list all debts
11 owed by you or your wife as of June 8, 2023. And
12 your answer there is that?

13 MR. PALMER: Scroll down.

14 BY MR. PALMER:

15 Q. Your answer is that you cannot recall any
16 personal debts that were owed on that date. Is
17 that correct?

18 A. That's correct.

19 Q. And so sitting here today, you still
20 cannot recall any debts that you or your wife
21 would have owed as of June 8, 2023.

22 A. Debts. You mean debt.

23 Q. Debts or liabilities, amounts owed. And
24 obviously there's the mortgage on this house that
25 we're talking about. But anything that you can

ANAND KARNEY

1 now recall that you missed in this Interrogatory
2 No. 2 answer.

3 A. I don't know. I don't remember now.

4 MR. PALMER: Can you pull up the balance
5 sheet?

6 BY MR. PALMER:

7 Q. Mr. Karney, the -- do you see the
8 spreadsheet in front of you on the screen?

9 A. I can see that.

10 Q. So we've attempted to catch here, based
11 on your answers, assets and liabilities that you
12 would have had as June 8th in 2023.

13 MR. PALMER: Seth, if you could add the
14 line for the jewelry we just discussed, and put
15 5,000 on it.

16 BY MR. PALMER:

17 Q. And so you see in this we first list out
18 the assets. We just went ahead and put the value
19 of \$15,000 for the 2017 Range Rover. Do you see
20 that there?

21 A. Yes, I can see that.

22 Q. And we'll pull up the -- the bank
23 statement here as well. But you mentioned that
24 you had the Union Bank account as of that date.

25 A. Union Bank. Okay.

ANAND KARNEY

1 MR. PALMER: We -- you can get the
2 formatting later, Seth. Just get the -- can you
3 pull up the bank account statement.

4 BY MR. PALMER:

5 Q. The document in front of you, does that
6 appear to be a statement for yours and your wife's
7 account with Union Bank & Trust?

8 A. Uh-huh. Yes.

9 Q. And then the value, say as of at least
10 May 31, just to approximate here, you see the --
11 the balance you have in there. Does it say
12 \$40,816.47?

13 A. I can see that. Yes.

14 Q. All right. Do you have any reason to
15 doubt that's the balance that you would have had
16 in yours and your wife's checking account at Union
17 Bank as of June 8, 2023?

18 A. Don't remember. But if the statement is
19 saying that, then it should have, yes.

20 Q. You don't have any reason to doubt,
21 though, that that would be accurate, that some --
22 from your recollection, generally, correct?

23 A. What is that?

24 Q. The -- you don't have any reason to doubt
25 that you would have had \$40,000 in your -- in your

ANAND KARNEY

1 wife's bank account with Union Bank & Trust as of
2 June 2023?

3 A. If the statement is right then it has to
4 be. But if you ask me if I remember, I'm not
5 sure.

6 MR. PALMER: Okay. Oh. And we'll market
7 this one as Exhibit 21.

8 (THEREUPON, Deposition Exhibit No 21 was
9 marked for identification.)

10 MR. PALMER: And then the balance sheet
11 we were just looking at will be Exhibit 20.

12 (THEREUPON, Deposition Exhibit No 20 was
13 marked for identification.)

14 MR. PALMER: Can you pull up the balance
15 sheet again.

16 BY MR. PALMER:

17 Q. So going back to the -- I guess keeping
18 with this, Mr. Karney. I believe one asset we
19 might have missed in the -- your listing of assets
20 in your interrogatory answer is your -- yours and
21 your wife's interests in Shiba Prop, which you
22 still owned a membership interest in Shiba Prop as
23 of June 8, 2023.

24 A. What?

25 Q. As of June 8, 2023, were you and your

ANAND KARNEY

1 wife still members of Shiba Prop?

2 A. Yes.

3 Q. Do you know if Shiba Prop would have had
4 any value as of June 8, 2023?

5 A. I think it -- it has.

6 Q. The -- do you have any idea of -- do you
7 have any opinion as to what your membership
8 interest in Shiba Prop would have been as of June
9 8, 2023?

10 A. I do not remember.

11 Q. Going down to liabilities there. And we
12 can pull up the --

13 MR. PALMER: Do you have that marked as
14 an exhibit? That would be Exhibit 8.

15 BY MR. PALMER:

16 Q. You are aware, Mr. Karney, of course,
17 that a lawsuit was filed against you and your wife
18 and some others in Douglas County, Nebraska
19 District Court, judgment of which is on the
20 screen.

21 A. Yes. I know that.

22 Q. And so this is case number CI22-1240. Do
23 you see that?

24 A. I can see on the paper, yes.

25 Q. And a -- this is a judgment that was

ANAND KARNEY

1 entered against you, your wife, and other
2 defendants.

3 A. Yes.

4 Q. And Shiba Prop as well.

5 A. I think it is. Yeah. It is there in the
6 list, yes.

7 MR. PALMER: Scroll down towards the end.

8 BY MR. PALMER:

9 Q. Your understanding that this page here at
10 the end of the judgment lists the amount that
11 plaintiffs in the case received as a judgment
12 against the defendants.

13 A. Yes.

14 Q. And so we have added that to the
15 liabilities there on the balance sheet.

16 MR. PALMER: If you'd pull back up the
17 balance sheet.

18 BY MR. PALMER:

19 Q. There's another liability that it looked
20 like your interrogatory answers missed. Are you
21 familiar with a loan with CoreFirst Bank that you
22 and your wife are listed as borrowers on?

23 A. CoreFirst Bank.

24 Q. Yes.

25 A. I don't remember.

ANAND KARNEY

1 MR. PALMER: Pull up the document on
2 this.

3 THE WITNESS: Core bank -- CoreFirst
4 Bank.

5 MR. PALMER: Yes. This will be marked as
6 Exhibit 22.

7 (THEREUPON, Deposition Exhibit No 22 was
8 marked for identification.)

9 BY MR. PALMER:

10 Q. Do you see this is a -- do you see this
11 on your screen, Mr. Karney?

12 A. I can see, yes.

13 Q. Listed as a promissory note at the top.

14 A. Uh-huh. Yes.

15 Q. And the lender is CoreFirst bank & Trust?

16 A. CoreFirst Bank & Trust. Yes.

17 Q. The principal you see in the top left
18 corner is \$97,420. Is that right?

19 A. That's right.

20 Q. The date of the loan is July 26th, 2022.

21 A. Yeah. I can see that date.

22 Q. You see the borrowers listed there are
23 Amogh Karney, Sudha Karney, and Anand Karney. Did
24 I read that correctly?

25 A. I can see that.

ANAND KARNEY

1 Q. Do you have knowledge whether any
2 payments were ever made on this promissory note?

3 A. I don't remember.

4 Q. Okay.

5 MR. PALMER: You can go back to the
6 balance sheet. Go to the -- I want to switch
7 gears a little here, catch something I missed
8 earlier, Mr. Karney. I was talking about yours
9 and your wife's assets personally as of June 8,
10 2023, but I want to kind of have the same
11 discussion as to Shiba Prop's assets and
12 liabilities on February 28 -- or sorry, March 28,
13 2022. Can we pull up Shiba's Exhibit 1? Go to
14 Interrogatory No. 5.

15 BY MR. PALMER:

16 Q. We have Exhibit 1 Shiba Prop's
17 interrogatory answers on the screen here. Do you
18 see Interrogatory No. 5 on the screen?

19 A. I can see. Yes.

20 Q. It asks you to state an itemized list of
21 all Shiba Prop's liabilities on March 28, 2022.
22 And your answer there was that you don't know what
23 liabilities it had on that date, is that right?

24 A. Yeah.

25 Q. Is that still accurate today? You're

ANAND KARNEY

1 still not aware of any liabilities that Shiba Prop
2 would have had as of March of 2022.

3 A. I don't know. I don't remember any
4 agreement, anything right now, but.

5 Q. Okay.

6 MR. PALMER: Can you pull up the Nebraska
7 complaint? And this will be -- we'll be marking
8 the next document as Exhibit 23.

9 (THEREUPON, Deposition Exhibit No 23 and
10 No 24 were marked for identification.)

11 BY MR. PALMER:

12 Q. This is -- do you see this document is
13 labeled complaint for damages, Mr. Karney?

14 A. Something. Okay.

15 Q. Is this the -- an earlier version of the
16 same lawsuit that the judgment was entered against
17 you and your wife and Shiba Prop in?

18 A. Yes.

19 Q. It's the -- date in the top right corner
20 that it says it was filed is February 18th, 2022?

21 A. I can see that. Yes. Filing date.

22 MR. PALMER: Go to page 40.

23 BY MR. PALMER:

24 Q. Go to paragraph 205 on page 40 of this
25 document, please follow along with me, Mr. Karney,

ANAND KARNEY

1 as I read aloud, that the Karney Defendants
2 collectively agree to sell 60 percent of Shiba
3 Prop to Plaintiff Bajjuri and Plaintiff Gorla.
4 Did I read that correctly?

5 A. I don't remember.

6 Q. I'm just asking if you -- if that's what
7 this complaint says that was filed on February
8 18th, that the Karney Defendants collectively
9 agreed to sell 60 percent of defendant Shiba Prop
10 to Plaintiff Bajjuri and Plaintiff Gorla.

11 A. I don't remember.

12 Q. Don't remember if that occurred or you
13 don't remember if that's what's in the complaint?

14 MR. EPSTEIN: I'm going to object that
15 the document speaks for itself.

16 MR. PALMER: I can rephrase here.

17 BY MR. PALMER:

18 Q. Mr. Karney, was there an agreement to
19 sell 60 percent of Shiba Prop to Plaintiff Bajjuri
20 and Plaintiff Gorla?

21 A. That's what I don't -- don't remember it,
22 so.

23 Q. So you -- there might have been an
24 agreement to sell 60 percent of Shiba Prop to
25 Bajjuri and Gorla.

ANAND KARNEY

1 MR. EPSTEIN: Objection.

2 Mischaracterizes testimony.

3 BY MR. PALMER:

4 Q. You can answer the question, Mr. Karney.

5 A. I don't remember.

6 Q. Because you can't remember if this
7 actually occurred, it might have, it might not
8 have.

9 MR. EPSTEIN: Objection. Calls for
10 speculation.

11 BY MR. PALMER:

12 Q. Do you need me to repeat, Mr. Karney?

13 A. Can't recollect, but I don't -- I don't
14 know. I'm not able to recollect anything about
15 it.

16 Q. Okay. But at the very least, this
17 allegation that this happened was made -- this
18 allegation was made in this lawsuit in February of
19 2022, correct?

20 A. What?

21 Q. At the very least, regardless of whether
22 it did happen or didn't happen, this lawsuit from
23 February 2022 alleges that 60 percent of Shiba
24 Prop was sold to the Bajjuri and Gorla, fair?

25 MR. EPSTEIN: I'm sorry. Was sold.

ANAND KARNEY

1 MR. PALMER: Yes.

2 MR. EPSTEIN: Can -- can you repeat the
3 question? I'm sorry, Mr. Palmer.

4 MR. PALMER: No problem.

5 BY MR. PALMER:

6 Q. It's -- regardless of whether you
7 remember, whether it actually occurred, this
8 lawsuit alleges that 60 percent of Shiba Prop was
9 sold to Bajjuri and Gorla.

10 MR. EPSTEIN: Objection. That -- that
11 misstates paragraph 205 completely.

12 BY MR. PALMER:

13 Q. Agreed -- okay. Regardless, the -- this
14 sentence literally states -- just read silently
15 with me as I read aloud.

16 The Karney Defendants collectively agree to
17 sell 60 percent of Defendant Shiba Prop, L.L.C. to
18 Plaintiff Bajjuri and Plaintiff Gorla. Did I read
19 that correctly? Mr. Karney, are you waiting for
20 something?

21 A. I'm -- I'm trying to recollect something.

22 Q. Okay. That's okay. That's okay. Take
23 your time. I wanted to be sure it wasn't frozen
24 or something.

25 A. But I don't think anything is like this,

ANAND KARNEY

1 I -- I remember. Because I never sold anything,
2 Shiba to anybody. That's what I remember.

3 Q. Okay. So now you remember that it did
4 not happen, that there was no sale of Shiba.

5 A. I don't -- I don't ever able to recollect
6 anything about it, actually. Sorry.

7 Q. Okay --

8 THE REPORTER: I'm sorry. I didn't --
9 hang on. I didn't -- I don't recollect anything
10 about. I'm sorry.

11 THE WITNESS: I'm -- I'm -- I'm not --
12 I'm -- I'm not able to recollect anything about
13 sale of this.

14 BY MR. PALMER:

15 Q. Okay. So the -- you misspoke a moment
16 ago then when you said that you know that you
17 remember that that did not happen.

18 A. That's what -- I'm not able to recollect
19 anything, okay, so --

20 Q. Okay.

21 A. -- I --

22 Q. Is it your testimony that the allegations
23 in this lawsuit had nothing to do with your
24 decision to have the property deeded from Shiba
25 Prop to yourself and your wife?

ANAND KARNEY

1 A. What?

2 Q. Is it your testimony that this lawsuit
3 and its allegations had nothing to do with you or
4 your wife's decision to transfer the property from
5 Shiba Prop to you and your wife?

6 A. Correct.

7 MR. WAGNER: Object, and move to strike.
8 Vague, ambiguous. Calls for a legal conclusion.
9 Misstates former testimony.

10 THE WITNESS: One minute, please.
11 Somebody's calling. One minute.

12 MR. PALMER: Well --

13 THE WITNESS: Sorry about that.

14 BY MR. PALMER:

15 Q. That's okay. If we could -- if -- who
16 had just called you that you had to speak to?

17 A. What is that?

18 Q. Who just called you that you had to speak
19 to?

20 A. Yeah. Actually, is my owner. Just he
21 call, say that somebody's calling me to talk to
22 you, my friend -- one of my friends. But I'm not
23 -- because we are on the line I'm not taking his
24 calls. So he's worried whether we are dead or
25 not, so he -- he called my owner. She came down

ANAND KARNEY

1 and she called me and said had -- yeah.

2 Q. Okay. But your landlord.

3 A. They're -- they're no way connected with
4 this, actually.

5 Q. Okay. If you could -- if you're getting
6 any calls or anything like that. If you can just
7 wait, we can take a break if there's something you
8 need to get to. But we generally just don't jump
9 out in the middle of a deposition?

10 A. Sorry about that. Because I -- I never
11 thought they would come and do it.

12 Q. Okay. The -- go back to the -- Exhibit
13 1. Shiba's interrogatory answers. There's no --
14 back with Interrogatory No. 5.

15 There's no liabilities that you list in
16 response to interrogatory five asking for Shiba
17 Prop's liabilities on March 28, 2023.

18 A. You're talking the -- itemized -- Shiba
19 property liabilities.

20 Q. Yeah. You -- I can't remember what your
21 testimony was. Was it that there weren't any or
22 that you don't recall any?

23 A. Can you come again, please?

24 Q. Sitting there today you still don't know
25 if there are any liabilities that Shiba Prop would

ANAND KARNEY

1 have been on March 28, 2022.

2 A. I don't remember. Yes.

3 Q. Okay.

4 MR. PALMER: Go to the answer to
5 Interrogatory No. 2.

6 BY MR. PALMER:

7 Q. Interrogatory No. 2 asks to -- asks you
8 to list all assets owned by Shiba Prop on March
9 28, 2022. I'm going to go through each aspect of
10 this answer.

11 Looks like the first asset that you list in
12 this you describe as Shiba held equity in
13 Brookside. Is that correct?

14 A. Correct.

15 Q. Is that referring to ARK Capital
16 Brookside, L.L.C.?

17 A. That -- Brookside, L.L.C.

18 Q. Your answer is that defendant states that
19 Shiba had held equity in Brookside. Correct?

20 A. That's right.

21 Q. And is that reference to Brookside
22 referencing an interest in ARK Capital Brookside,
23 L.L.C.?

24 A. I don't know what exactly you're asking
25 me because I'm not getting -- I know the Shiba

ANAND KARNEY

1 property had a -- owned in Brookside. But what is
2 that you're talking about? L.L.C. What is that
3 L.L.C.?

4 Q. Well, what -- this is your -- this is
5 Shiba Prop's interrogatory answer that I believe
6 you had done the signature line for as providing
7 the answers, and so this is your answer then. It
8 says Shiba held equity in Brookside. What does
9 that mean?

10 A. It means Shiba owned some property shared
11 in Brookside.

12 Q. It's -- is that -- there is a specific
13 L.L.C. that owned an apartment complex in St.
14 Joseph, Missouri called ARK Capital Brookside,
15 L.L.C. Is that what this is referring to?

16 A. I don't know.

17 Q. What did you think that that -- those
18 words meant? What was physically owned when Shiba
19 held equity in Brookside as written down there?
20 What were you just looking to -- to your left
21 there for, Mr. Karney?

22 A. I -- I'm -- I'm reading now. I'm trying
23 to understand what exactly that time we responded.
24 See the problem is, like, when on this morning,
25 like, I -- whatever I remember that time that I'm

ANAND KARNEY

1 looking into this. But if you ask me whether
2 Shiba elected to that or the Brookside, L.L.C., I
3 don't know.

4 Q. Okay. Would it -- is it safe to say that
5 you don't have a -- much recollection of any of
6 the specifics of these assets that are listed here
7 today in Interrogatory No. 2?

8 A. I remember, like, we owned something in
9 Brookside. We own something in Village Pointe,
10 Sunset Village. And -- yeah, I think these are
11 things I remember. Yes.

12 Q. You said property in Brookside. Where
13 was that located?

14 A. It is in St. Joseph, Missouri.

15 Q. Okay. And what equity did it hold in
16 this Brookside?

17 A. I don't remember.

18 Q. If it's saying the referenced equity in
19 Brookside, is that a certain percentage ownership
20 interest?

21 A. Can you come again, please?

22 Q. Is that referring to a percentage of
23 ownership interest?

24 A. I think so. Yeah.

25 Q. Okay. Do you know what percent that

ANAND KARNEY

1 might be?

2 A. I -- I don't have any idea right now.

3 Q. Do you have any opinion as to the value
4 of any of the assets that are listed here in
5 interrogatory answer number two?

6 A. Come again.

7 Q. Who is looking -- why -- Mr. Karney, why
8 did you just look to your left?

9 A. What is that?

10 Q. Were you -- were you looking to somebody
11 to your left right there? It looks like you were
12 looking for an answer to your left.

13 A. There was a -- there was an ambulance
14 siren outside, so that's the reason my wife -- why
15 she is telling me, hey, there is a siren, tell
16 them, hold for two minutes. That's what she was
17 telling. I think you might have heard the siren
18 from outside. Is that right?

19 Q. Okay. Do you have any opinion as to the
20 value of Shiba Prop's assets at all that are
21 listed out in your Interrogatory No. 2?

22 A. Shiba Prop's values. Value you're
23 talking about.

24 Q. The value of Shiba Prop's interest in
25 these various properties. Do you have any opinion

ANAND KARNEY

1 as to their value as of March 2022?

2 A. No. I don't remember.

3 Q. We might eventually come back to this,
4 but --

5 MR. PALMER: Do you want to pull up the
6 Shiba Prop balance sheet?

7 MR. EPSTEIN: Mr. Palmer, who prepared
8 this balance sheet?

9 MR. PALMER: We did, based on your
10 interrogatory answers.

11 MR. EPSTEIN: Well, the liabilities
12 didn't come from -- from us.

13 MR. PALMER: Well, no. But you -- we put
14 some in there. We -- we mentioned some assets in
15 the last one that you guys forgot, and obviously
16 this has been reduced to a judgement. I'm not
17 saying it's an admission by you guys, but I don't
18 know how it's not a liability when the lawsuit's
19 on file and it gets rendered to a judgment.

20 MR. EPSTEIN: Well, it wasn't a judgment
21 until 2024.

22 MR. PALMER: If your bank sues you
23 because you didn't pay back your loan, and the
24 lawsuit's on file but it's not a judgment, is it
25 not a liability?

ANAND KARNEY

1 MR. EPSTEIN: Well, I mean, that's going
2 to have to be an argument you're making. My --
3 my only question is how you're referring to this
4 as a balance sheet for Shiba Prop as though it's
5 something we prepared, we gave to you, and we're
6 admitting as valid. And to that extent --

7 MR. PALMER: I'm not --

8 MR. EPSTEIN: -- objection.

9 MR. PALMER: Objection noted. I freely
10 admit this is something we created on it just to
11 try to summarize the different aspects of this.

12 MR. EPSTEIN: Okay.

13 BY MR. PALMER:

14 Q. So on this balance sheet we list the
15 property lot at 809 miss -- 8901 Mission Road.
16 You recall earlier we -- the appraisal that was
17 done in connection with this refinancing listed
18 the value at \$500,000? Do you recall that, Mr.
19 Karney, when we spoke about that earlier?

20 A. Yeah. I'm here. Yes. I think we are
21 present when made -- I think that's what somebody
22 gave the appraisal value of that house, yeah.

23 Q. Okay. And you've got no opinion as to
24 the value of any of the --

25 A. No.

ANAND KARNEY

1 Q. -- other assets or entities that were
2 listed in your -- in your interrogatory answer.

3 A. No.

4 Q. And then on the liabilities we've got the
5 -- the Nebraska judgement we talked about earlier
6 on there, as well as the EPL Investments mortgage
7 that was on the property, I think, that was
8 refinanced.

9 You're not aware of any other liabilities
10 that Shiba Prop might have had.

11 A. I don't know anything about these
12 liabilities, actually. Only things I know, I got
13 a judgement against me, and my wife, and my son.

14 Q. Mr. Karney, you have never lived at the
15 property at 809 -- 8901 Mission Road.

16 A. I lived for some time. Like, whenever we
17 live for a couple months after selling my home,
18 Omaha home, I lived in 890 -- 8901 for some time.

19 Q. When did you sell your home and lived
20 there for a couple months?

21 A. I think we sold in March '23. I moved
22 out in April '23.

23 Q. That would have been while you and your
24 wife still owned the property is when you had --
25 you and your wife lived there.

ANAND KARNEY

1 A. In -- in Nebraska.

2 Q. In the -- at 8901 Mission Road. Pulling
3 up another document here, Mr. Karney.

4 Mr. Karney, this is another document that was
5 filed in the Nebraska lawsuit that we spoke about
6 earlier. You see the date in the top right corner
7 is January 20th of 2024.

8 A. I can see that date. Yes.

9 Q. Sorry. Oh, sorry. Can you see this --
10 the date in the top right corner is January 20,
11 2024?

12 A. Yeah. I can see that.

13 MR. PALMER: And we'll be marking this as
14 Exhibit 25.

15 (THEREUPON, Deposition Exhibit No 25 was
16 marked for identification.)

17 MR. PALMER: Can you scroll down to
18 the --

19 BY MR. PALMER:

20 Q. And this is a document that's signed by
21 you and your wife?

22 A. Yes. We signed this -- this -- signed
23 the document. Yes.

24 Q. And then you listed the address of 8901
25 Mission Road as your address at that time.

ANAND KARNEY

1 A. I don't remember.

2 Q. It -- your signature appears on this
3 document, correct?

4 A. Yeah.

5 Q. And it lists an address of 8901 Mission
6 Road just underneath your signature, correct?

7 A. Correct.

8 Q. And so were you also living there at this
9 property for a time in January of 2024?

10 A. Correct.

11 Q. Okay. And Mr. Karney has lived at this
12 property at various times as well. Is that right?

13 A. That's right.

14 Q. Do you know when he started living there?

15 A. That's after selling my Omaha home, I
16 move to Omaha -- sorry -- Kansas City. And from
17 there I came to India a couple of times and I
18 came back to U.S. So that time I was living.

19 Q. The -- Amogh Karney, your son, I believe
20 you said, has lived here in this property at
21 different times as well.

22 A. Come again.

23 Q. Are you aware of Amogh Karney, your son,
24 having lived at the property at 8901 Mission Road?

25 A. Correct.

ANAND KARNEY

1 Q. What timeframe did he live in this
2 property?

3 A. From the day one we bought the home, he
4 was there.

5 Q. Is he still living there today?

6 A. Yes.

7 Q. So after you transferred the property to
8 Midwest Sales & Leasing, are you aware if your son
9 paid any rent to live in this property?

10 A. I paid the rent for the time.

11 Q. You paid the rent after June of 2023.

12 A. After selling the property I took a lease
13 on it, on monthly basis, and we started paying it,
14 yes.

15 Q. How much did you pay in rent?

16 A. 2,500 or something like -- I don't
17 remember exactly what I paid. But I think it is
18 around 2,500.

19 Q. \$2,500 per month.

20 A. Uh-huh.

21 Q. And you paid that rent for 8901 Mission
22 Road from June 2023 through today?

23 A. By the time they took over possession,
24 like -- they -- I cancelled the property, I
25 started paying them.

ANAND KARNEY

1 Q. And you -- you -- they took the property,
2 it was transferred to them in June 2023, correct?

3 A. I think so. Yes.

4 Q. So since that property's transferred to
5 Midwest Sales & Leasing you -- your testimony is
6 you've been paying them \$2,500 per month in rent.

7 A. Uh-huh.

8 THE REPORTER: Try to answer yes or no,
9 if you can.

10 THE WITNESS: Yes. Yes, sir.

11 BY MR. PALMER:

12 Q. Who have you paid that to?

13 A. I paid the leasing company that same
14 thing. What is that called, Midwest Leasing.

15 Q. You paid to Midwest Sales & Leasing the
16 current title holder to the property.

17 A. Uh-huh.

18 THE REPORTER: Was that yes?

19 BY MR. PALMER:

20 Q. Is that right?

21 A. Yes.

22 Q. All right. You paid via check, wire, or
23 how were the payments made?

24 A. When I was there, sometime I paid by
25 check some -- somebody -- no. I don't remember.

ANAND KARNEY

1 I -- I paid check -- yeah. Listed paid -- paid
2 for also some time --

3 THE REPORTER: Sir, I'm sorry. I can't
4 hear you. You paid what?

5 THE WITNESS: We paid through the -- my
6 bank account, and sometime I used my credit cards.

7 BY MR. PALMER:

8 **Q. You said bank account and what, Chase**
9 **card?**

10 A. My -- my credit cards.

11 **Q. Okay. That was through Chase.**

12 A. I don't -- I don't remember which credit
13 card. I used my card at that time. Out of
14 three, four cards, I -- I don't know which card I
15 used then.

16 **Q. Is there a written lease for this**
17 **property?**

18 A. Yeah. There is a lease -- a lease
19 agreement between us, yes.

20 MR. PALMER: You can ignore the exhibit
21 sticker on this. This got pulled from something
22 else here. But we will be re-marking this -- this
23 document in front of you is marked Exhibit A, but
24 we'll be correcting that to Exhibit 26.

25 (THEREUPON, Deposition Exhibit No 26 was

ANAND KARNEY

1 marked for identification.)

2 BY MR. PALMER:

3 Q. Mr. Karney, do you see this document?

4 A. I can see the document. Yes.

5 Q. It's another limited liability operating
6 agreement of Shiba Prop, Limited Liability
7 Company. Do you see that? Do you see the title
8 of the document is Limited Liability Operating
9 Agreement of Shiba Prop, Limited Liability
10 Company?

11 A. Yeah.

12 Q. It says that the agreement is made on the
13 9th day of October 2021. Did I read that
14 correctly?

15 A. Yes. I can see that document number,
16 date, yes.

17 Q. Going down to section three. It lists
18 four different people as members there. Sudha
19 Karney, Anand Karney, Amrit Singh, Nirmal Gorla.
20 Do you see that?

21 A. I can see that.

22 MR. WAGNER: I'm going to --

23 BY MR. PALMER:

24 Q. Any idea --

25 MR. WAGNER: -- to your -- sorry. I'm

ANAND KARNEY

1 going to object to your line of questioning here.
2 The -- the document hasn't been verified as a
3 true, accurate document or even that it was ever
4 effective. So --

5 MR. PALMER: Did --

6 MR. WAGNER: So -- sorry. Object to lack
7 of foundation. Assumes facts not in evidence.
8 Lack of verification of document, and -- and
9 requests a legal conclusion about the document.

10 MR. EPSTEIN: And I would object to the
11 relevance of an unsigned document, although you
12 haven't scrolled down to the second page, I'm
13 pretty sure that was never executed.

14 MR. PALMER: I thank you for the
15 testimony, Mark.

16 MR. EPSTEIN: Well, you're not showing
17 him the whole document, and you're asking my
18 client to testify about a part of a document. I
19 just happen to know that it's not executed, so
20 it's not relevant. But feel free to show him the
21 whole thing, not just the front page.

22 MR. PALMER: We'll -- we'll show him the
23 whole thing. Where do you think this came from?
24 You -- you think this is another Pranay forgery
25 like you do as your backup for everything?

ANAND KARNEY

1 MR. EPSTEIN: I -- I don't -- do -- do
2 you have a signature on the document, Mr. Palmer?
3 Scroll -- scroll down. Let's see the whole thing.
4 Show him the whole document -- show him the whole
5 document before you begin your line of
6 questioning, please.

7 MR. PALMER: Can you show the witness the
8 entire document? Tell us when you're -- okay.
9 Tell us when you're done reading this page and you
10 want us to scroll to the next.

11 MR. EPSTEIN: Keep going.

12 MR. PALMER: You can go to the next page.
13 Let us know when you want us to go to the next.

14 MR. EPSTEIN: Please.

15 MR. PALMER: Okay. Let me know when
16 you're ready for me to ask some questions, Mr.
17 Karney.

18 MR. EPSTEIN: And I would renew my
19 objection on the basis of relevance. Lack of
20 foundation.

21 MR. PALMER: Okay. You guys can have
22 standing objections on this document to relevance,
23 lack of foundation, and any others that you want
24 standing objections on related to this document.

25 MR. WAGNER: Legal conclusions and

ANAND KARNEY

1 assumes facts not in evidence.

2 BY MR. PALMER:

3 Q. Mr. Karney, have you ever seen this
4 document before?

5 A. I never -- I don't remember seeing this
6 document.

7 Q. And do you have any idea why it would
8 list, even if unsigned, Amrit Singh and Nirmal
9 Gorla as members of Shiba Prop?

10 MR. WAGNER: Objection. Calls for
11 speculation.

12 BY MR. PALMER:

13 Q. Do you have any idea why it would list
14 them as members?

15 A. I don't --

16 MR. WAGNER: Same objection.

17 MR. PALMER: You guys have a standing
18 objection on it.

19 BY MR. PALMER:

20 Q. Do you have any idea why it would list
21 those two as members?

22 A. No idea.

23 Q. And is it still your testimony that the
24 -- you had never had any communications, written,
25 oral, or in-person with Amrit Singh before you met

ANAND KARNEY

1 with him at the house in connection with the
2 transfer to Midwest Sales?

3 A. That's what I remember. But I do not --
4 because we -- I was -- like, what are the
5 documents I was getting. Because I was getting a
6 lot of documents from my son and all other people,
7 all the people, those who were on the -- this
8 thing. So sometime I was looking at, I was not
9 looking here.

10 Q. And you never had any business dealings
11 with Midwest Sales or Amritpal Singh, or anybody
12 associated with Midwest Sales & Leasing outside of
13 this transfer of this piece of real estate at 8901
14 Mission Road?

15 A. No.

16 MR. WAGNER: Sorry. I -- I don't mean to
17 be -- but I think he answered a double negative.
18 Can you rephrase, Brian?

19 BY MR. PALMER:

20 Q. Again. You never had any business
21 dealings other than the transfer of 8901 Mission
22 Road to Midwest Sales. You never had any business
23 dealings with Midwest Sales or any of the other
24 people affiliated with it.

25 A. I don't remember.

ANAND KARNEY

1 MR. PALMER: Let's take a break.

2 (THEREUPON, a recess was taken.)

3 BY MR. PALMER:

4 Q. Mr. Karney, you had mentioned the lease
5 on the property at 80 -- 8901 Mission Road with
6 Midwest Sales. Is that a written lease?

7 A. Yeah.

8 Q. Okay. Mr. Karney, you mentioned earlier
9 you're in India right now.

10 A. Uh-huh. Right.

11 Q. Is that right?

12 A. Yes.

13 Q. And you are there most of the year, and
14 you have since approximately 2023?

15 A. 2023. Yeah. Like, not most of the time.
16 I -- I'm spending three to four month's time here,
17 and I'm coming there because I'm a green card
18 holder. I cannot be away from that.

19 Q. And while you've been in India, have you
20 ever had any meetings with Rupinder Dhillon?

21 A. Who?

22 Q. Rupinder Dhillon.

23 A. No.

24 Q. Have you ever met Rupinder Dhillon?

25 A. Let me recollect. I don't remember.

ANAND KARNEY

1 Q. Do you know who Rupinder Dhillon is?

2 A. Rupinder -- Rupinder Dhillon.

3 Q. Yes.

4 A. Rupinder Dhillon. So in India or in
5 U.S.?

6 Q. I was talking about, specifically, India,
7 but either one. If you'd ever met them there or
8 in India.

9 A. So I met him in Kansas once, I think.
10 Yeah.

11 Q. So when was that?

12 A. I don't remember the date and time.

13 Q. Would this have been before or after you
14 transferred the property to Midwest Sales?

15 A. I think after transferring the property.

16 Q. Okay. What would you and Rupinder
17 Dhillon have been discussing at the meeting?

18 A. There is no meeting -- such meeting.
19 Like, I think we met just like that. Like, my
20 son was -- I think talking to him and I met him
21 in the thing -- but there was no specific meeting
22 for that.

23 Q. What did you talk to him about?

24 A. I don't remember.

25 Q. We're going to pull up here --

ANAND KARNEY

1 MR. PALMER: Do you have it ready? I
2 apologize. I was trying to pull up the -- some
3 interrogatory answers for Midwest Sales & Leasing
4 that list out the members of Midwest Sales, in
5 part because I have a feeling I'm going butcher
6 the names to the point where I want to make sure
7 we're communicating and on the same page.

8 BY MR. PALMER:

9 Q. I'll proffer to you, Mr. Karney, that
10 there's some interrogatory answers in front of you
11 that just list out several names.

12 The -- the person we just discussed, Rupinder
13 Dhillon, you met him once in Kansas but don't
14 remember what you guys talked about.

15 A. If I -- if I remember, like, we might
16 have talked about only the sale of the property.
17 Nothing else other than that.

18 Q. So was this before or after the property
19 at 8901 Mission Road was transferred?

20 MR. WAGNER: Objection. Asked and
21 answered.

22 A. I think before finalizing the sale. I
23 think we -- we met, I think. That's what I
24 remember.

25 BY MR. PALMER:

ANAND KARNEY

1 Q. Okay. What about Davinder (Spelled
2 phonetically) Dhillon? Did you ever meet him when
3 you were in India?

4 A. No.

5 Q. D H I L L O N? Have you ever met
6 Rupinder Dhillon before at all?

7 A. Oh, in Kansas?

8 Q. In Kansas -- at first I asked you India.
9 But this question is just in general, so Kansas or
10 India?

11 A. Yeah. See, I met him only in connection
12 with the sale of -- of the property.

13 Q. Is this the same meeting where you met
14 Rupinder?

15 A. I think so. I don't remember exactly
16 what day, was the location, what was the date.
17 Yeah.

18 Q. Do you ever recall a meeting with anybody
19 in India to discuss anything related to Midwest
20 Sales & Leasing?

21 A. No.

22 Q. Do you recognize any of the other names
23 on this list as well, starting with -- first with
24 Paviter Grewal?

25 A. Yeah. I think when we met, I think there

ANAND KARNEY

1 was four or five people. I don't remember their
2 names.

3 Q. So you met with four or five people.
4 This is all at the same time that was in
5 connection with the -- the transfer of the
6 property to Midwest Sales.

7 A. I think total duration-wise, like, I
8 don't remember all the five people were together.
9 Like, somebody come and see the property, and I
10 might have met -- met one, same place, that way.

11 Q. And so do you remember -- what about
12 Gagandeep Kakar. Is that -- somebody that might
13 have been at this meeting that you met with the
14 Midwest Sales people at in Kansas?

15 A. Gagandeep. Yeah. I think he was in the
16 meeting. Yes.

17 Q. Okay. Let's see. There's the -- we
18 talked before about the lawsuit in Nebraska. Have
19 other people tried to collect money from you based
20 on business dealings that they've with your son
21 Amogh Karney?

22 A. Can you come again?

23 Q. Besides Pranay Bajjuri, obviously, and
24 the people in the Nebraska lawsuit, has anybody
25 else tried to collect money from you based on

ANAND KARNEY

1 **business dealings with your son Amogh Karney?**

2 A. No.

3 MR. EPSTEIN: Objection. Relevance.

4 THE WITNESS: And many number of times,
5 even as I said, Pranay Bajjuri, including him, his
6 brother, his colleagues, everybody call me saying
7 that, okay, we -- we give the money to Amogh and
8 you give to me -- I said I deal with them. And
9 they took in different way, like, saying that,
10 okay, can you give me the loan, I give \$25,000 to
11 Pranay Bajjuri, when you saying that he's in need
12 of money. But I -- every time I was telling --
13 because you -- they -- see, I was signing the
14 party, but all the time they were dealing with
15 him, actually.

16 MS. KARNEY: With Amogh.

17 THE WITNESS: Yeah. With Amogh. So --

18 THE REPORTER: I'm sorry. With who? I
19 need you to say that name one more time. Dealing
20 with him actually.

21 THE WITNESS: Yeah. I told them -- a lot
22 of people, like, including Pranay Bajjuri, his
23 brother, his relative, everybody. I don't know
24 what the money they gave it to him, what they had
25 to deal. But I told them you give everybody I

ANAND KARNEY

1 money, and that time he -- he -- he, like, I -- I
2 don't know what -- what I -- because I don't -- I
3 don't know proper words in English. So I'm using
4 -- if I'm using a wrong word, please excuse me.
5 And he cheated me saying that, okay, give 25,000
6 loan, and I give him the loan, and he never repaid
7 back to me.

8 MR. EPSTEIN: If I may. Mr. Stone, the
9 name that -- that he threw out there that you
10 couldn't hear, Amogh, that's M A -- A M O U G H
11 (Verbatim), Mr. Karney's on the -- on the line.
12 That's the name.

13 THE WITNESS: Yeah.

14 MR. PALMER: Okay. I've got nothing
15 further at this time.

16 MR. EPSTEIN: Mr. Wagner, if you wanted
17 to inquire, you can -- you can go first.

18 MR. WAGNER: Sure.

19 CROSS-EXAMINATION

20 BY MR. WAGNER:

21 **Q. Anand, are you okay to continue?**

22 **A. Yes.**

23 **Q. Okay. So, sir, my name's Jackson Wagner.**

24 **I represent Midwest Sales & Leasing, and I've got**
25 **a few questions for you.**

ANAND KARNEY

1 I believe it was marked as Exhibit 26, which
2 was the unsigned operating agreement dated October
3 9, 2021. Do you recall Mr. Palmer showing that to
4 you?

5 A. See, basically he was telling me -- he --
6 he was Duncan sending me a lot of documents which
7 is signing that, this, this. But I don't remember
8 anything. But whenever I was signing I was taking
9 advice from my son because he's the one who's
10 dealing this. I'm just -- it was -- what -- what
11 do I say. Because I don't know anything related
12 -- real -- real estate. I was just a software
13 guy and doing that business.

14 So I don't remember that, and he was making
15 lot of statements, and he sent me lot of documents
16 also saying that this money, that money, he's
17 manipulating. I don't know what document he sent
18 it to me.

19 Q. Sure.

20 MR. WAGNER: And I'll -- I'll move to
21 strike that as non-responsive.

22 BY MR. WAGNER:

23 Q. Mr. Karney, I believe you misunderstood
24 my question. I'm not asking you whether or not
25 that operating agreement was valid or whether you

ANAND KARNEY

1 signed it or anything like that. I'm just asking
2 simply, do you remember Mr. Palmer showed it to
3 you several minutes ago?

4 A. Uh-huh.

5 Q. Is that yes?

6 A. So -- yes.

7 Q. Okay. Now, that operating agreement --
8 unsigned operating agreement listed an Amritpal as
9 one of the alleged members of Shiba Property. You
10 understood that that's what that document is
11 alleging?

12 A. Uh-huh.

13 Q. Is that a yes?

14 A. That means -- he's a part of the --
15 argument you -- you mean to say.

16 Q. Yeah. Is that -- Mr. Palmer gave you --
17 showed you that document and said to you that
18 Amritpal is listed in this document which is
19 unsigned as a member of Shiba Property. Do you
20 recall seeing that? And I'm -- I'm not asking
21 whether it's true or not, just whether you recall
22 seeing it.

23 MR. EPSTEIN: Mr. Wagner, was it -- was
24 Amritpal or Amrit Singh?

25 THE WITNESS: I don't remember seeing

ANAND KARNEY

1 that.

2 MR. WAGNER: Okay. Let me -- let me find
3 it and I'll pull it up, and we'll just.

4 MR. PALMER: You want -- do you want us
5 to pull it up with the screen share. We've got
6 it handy.

7 MR. WAGNER: That would be great. Seth,
8 I appreciate you pulling that up.

9 BY MR. WAGNER:

10 Q. Mr. Karney, my -- my question is simply
11 this. Has Amrit Singh ever been a member of Shiba
12 Property, to the best of your knowledge?

13 A. No. Best of my knowledge, no.

14 Q. Okay. Has anyone named Amritpal Singh
15 ever been a member of Shiba Property, to the best
16 of your knowledge?

17 A. No.

18 Q. Has anyone named Amrit Bains ever been a
19 member of Shiba Property, to the best of your
20 knowledge?

21 A. No.

22 Q. All right. What about an Amritpal Bains?

23 A. No.

24 Q. Okay. So when -- when I refer to Amrit
25 Singh, I'm referring to those -- those four

ANAND KARNEY

1 iterations because the name's been different in
2 different documents, okay? Do you understand
3 that?

4 A. Thank you.

5 Q. Okay. So as Amrit Singh ever held any
6 kind of ownership interest in Shiba Property -- in
7 Shiba Prop?

8 A. No. If I remember well, no.

9 Q. Are -- is Amrit related to you in any
10 way, shape, or form?

11 A. No. No. Not related to me.

12 Q. Is he -- so then he would not be related
13 to Sudha in any way, shape, or form, is that
14 correct?

15 A. What is that?

16 Q. Because he's not related to you, he also
17 wouldn't be related to your wife, true?

18 A. No. True. Yes.

19 Q. Is he related to Amogh in any way?

20 A. No.

21 Q. And the one and only time that you ever
22 met Amrit Singh, Amritpal Singh, Amrit Bains,
23 Amritpal Bains, all the same person, was during a
24 single meeting at the property in Kansas.

25 A. I think so before. If I remember, before

ANAND KARNEY

1 -- before sale I think I met sometime. But
2 exactly whether I met the same person or different
3 person, I don't remember that. Because -- yeah.

4 Q. And so is it your testimony that at the
5 property in Kansas you met between four and five
6 -- or you met people on four to five occasions,
7 but you're not sure which people you met on which
8 occasion, or is that you met with four to five
9 people over some period of time?

10 A. Yeah. Only thing is the -- after
11 finalization of the price, I think --

12 THE REPORTER: I'm sorry, sir. Sorry,
13 sir. If you could -- only thing is.

14 THE WITNESS: After -- after -- after
15 price was negotiated, I think they called us to
16 they aware of to sign the document where I
17 requested them to lease us the property because we
18 cannot relocate immediately. He said, yes, he can
19 leave -- lease us the property. That's what I
20 remember. Yeah. I -- I went -- and that time I
21 think everybody was there with us.

22 BY MR. WAGNER:

23 Q. Now, Mr. Palmer asked you about a Mr.
24 Rupinder Dhillon. Has Mr. Dhillon ever been a
25 member of Shiba Prop?

ANAND KARNEY

1 A. No.

2 Q. Has he ever held any kind of ownership
3 interest in Shiba Prop?

4 A. My knowledge, no.

5 Q. Ever held any kind of managerial position
6 such as director, officer, or partner?

7 A. No.

8 Q. Are either you, Sudha, or Amogh related
9 to Mr. Dhillon in any way?

10 A. No.

11 Q. All right. And I -- I apologize if this
12 is repetitive, but I need to ask you these
13 questions for each of the members of Midwest
14 Sales.

15 So same questions about Mr. Davinder
16 Dhillon --

17 A. No.

18 Q. -- has he ever been a member of Shiba
19 Prop?

20 A. No.

21 Q. Ever been a director, an officer, or
22 general partner.

23 A. No.

24 Q. Ever held any kind of control over Shiba
25 Prop.

ANAND KARNEY

1 A. No.

2 Q. Are either you, Sudha, or Amogh related
3 to him in any way?

4 A. No.

5 Q. Next question is about Gagandeep. Has he
6 ever been a member?

7 A. Same thing. All the questions, no.

8 Q. Okay. So never been a member, correct?

9 A. Correct.

10 Q. Never been a director, officer, general
11 partner.

12 A. No.

13 Q. Never held any kind of control over Shiba
14 Prop.

15 A. No.

16 Q. And he's not related to you, and Sudha,
17 or Amogh in any way.

18 A. No.

19 Q. Okay. And the -- the last member is
20 Paviter Grewal. Has Paviter ever been a member of
21 Shiba Prop?

22 A. No.

23 Q. Never been a director, officer, general
24 partner.

25 A. No.

ANAND KARNEY

1 Q. Has he ever had any kind of control over
2 Shiba Prop?

3 A. No.

4 Q. And he's not related to you, Amogh, or
5 Sudha in any way?

6 A. No.

7 Q. Now, I'm going to take these questions
8 and I'm gonna kind of ask you the inverse.

9 Have -- you know, Anand, have either you,
10 Sudha, or Amogh ever been a member of Midwest
11 Sales & Leasing?

12 A. No.

13 Q. Ever been a director, officer, or general
14 partner of Midwest Sales?

15 A. See, I don't know about Amogh, but we are
16 not.

17 Q. So to the best of your knowledge, neither
18 you nor Sudha have ever been a director, officer,
19 general partner, or member of Midwest Sales.

20 Okay. And you're shaking your head. Are you
21 agreeing with me that that is indeed the case --

22 A. No.

23 Q. -- you -- you've never been a member,
24 director, officer, or partner.

25 A. Yes. No. We -- we are not a member of

ANAND KARNEY

1 -- of Midwest Leasing -- or partner.

2 Q. Okay. And have you ever -- or you, or
3 Sudha, or Amogh ever held any kind of control over
4 Midwest Sales?

5 A. No.

6 Q. Has Shiba Prop to the best of your
7 knowledge ever been listed as a member of Midwest
8 Sales?

9 A. No.

10 Q. Same question. Has Midwest Sales ever
11 been listed as a member of Shiba Prop itself?

12 A. No.

13 Q. So in other words, to sum up all the
14 testimony you just gave, you're two separate
15 entities, true?

16 A. True.

17 Q. All right. You were asked earlier about
18 some of the folks that you talked with in June
19 2023 and you said you talked with several
20 realtors. Is that correct?

21 A. Yeah. Like, I was -- I was looking at --

22 MS. KARNEY: Google --

23 THE WITNESS: Google -- at some Google,
24 and looking it and asking them the price -- of all
25 the price. That's it. Yeah.

ANAND KARNEY

1 BY MR. WAGNER:

2 Q. But specifically, did you talk to a
3 realtor at any time?

4 A. Who?

5 Q. A realtor. A real estate agent.

6 A. I don't remember. But differently I did
7 something before finalizing -- or, like, knowing
8 the price around what is the price of the -- value
9 of the house, that's what it is. But I -- I -- I
10 don't remember specific realtor which I spoke to
11 them.

12 Q. Have -- so just to make sure I'm
13 understanding you. You spoke to several people.
14 Some of those people may have been realtors. You
15 don't remember exactly who you talked to or when
16 you talked to them. Is that fair?

17 A. That's right.

18 Q. Okay.

19 MR. WAGNER: Seth, if you can stop
20 sharing your screen, I'm going to go ahead and
21 share mine. Okay. I believe this will be exhibit
22 -- we up to 27? We'll have this marked as
23 Exhibit 27.

24 (THEREUPON, Deposition Exhibit No 27 was
25 marked for identification.)

ANAND KARNEY

1 BY MR. WAGNER:

2 Q. Mr. Karney, do you recognize this
3 document?

4 A. Yes.

5 Q. And all of this was produced in discovery
6 and it's marked as Midwest 00018. It's titled
7 agreement to pay back. Mr. Karney, in the bottom
8 right-hand corner, is this your signature?

9 A. Yes. That is my signature. Yes.

10 Q. Okay. Do you have any dispute that this
11 document -- or do you claim this document was
12 forged in any way, shape, or form? Or do you
13 agree that it is a true and accurate document that
14 you signed?

15 A. I think that's an actual document I
16 signed.

17 Q. Okay. So this agreement to pay back
18 discusses the home equity by sale of the house or
19 assign of deed, 8901 Mission Road, to be assigned
20 at fair market value, and that's left blank, and
21 there was some estimation of what -- what the
22 equity in the house may or may not have been. Do
23 you know when you signed this document?

24 A. I don't remember the date, actually.

25 Q. Do you have a rough estimate?

ANAND KARNEY

1 A. This is -- don't know if it's before
2 giving the property, I think.

3 Q. Okay. Was Amogh -- does this -- and I'll
4 ask him the same question later. But does this
5 appear to be Amogh's signature on the document?

6 A. Looks like Amogh's signature. But he
7 puts a lot of this -- I -- I think it looks like
8 his signature. Yes.

9 Q. Do you recall whether he was with you --

10 A. Yeah. When I signed this. Yes, he was
11 with me. Yes.

12 Q. Okay. Okay. So this document shows that
13 there was some money owed to Gagandeep Rupinder
14 and Amrit Bains. And says in parentheses, in form
15 of different L.L.C.s. Are the L.L.C.s then listed
16 below that?

17 A. What was the question?

18 Q. Sure. So I'll -- I'll rephrase. I'll
19 proffer to you that if we add up these four
20 numbers here, they total the 1025 million number
21 at the top. So I'm trying to figure out. Is
22 this agreement to pay back, is that 1025 because
23 of equity in Brookside, Timber Creek, Alpha Lux,
24 and Ash Street?

25 A. I think when I went to all -- when I saw

ANAND KARNEY

1 this document -- I think I signed the document.
2 But that time I was in a panic because I was -- I
3 don't know what exactly document I was signing.
4 And one way I can say that this was a business
5 deal with my son, and since they were -- took that
6 page on that, I think under that page I signed
7 this document.

8 **Q. Okay. And is it your understanding that**
9 **this money owed was not money owed by Shiba Prop,**
10 **it was money owed by these other L.L.C.s?**

11 A. Yes.

12 **Q. Okay. And so this doesn't necessarily**
13 **represent a debt of Shiba Prop, but possibly a**
14 **debt of some other L.L.C. Is that fair?**

15 A. As per my knowledge, that is the one.
16 Because sometimes when Amogh is asking me to sign
17 the document, I used to sign the document. But
18 according to me, this -- they were not a part of
19 Shiba Property any part of the time.

20 **Q. And no member of Midwest Sales was ever a**
21 **member of Shiba Prop.**

22 A. That's right.

23 **Q. All right. So it -- in this agreement to**
24 **pay back, was it the intention to assign the**
25 **equity in the house in satisfaction of some of**

ANAND KARNEY

1 this debt or money owed to Gagandeep Rupinder and
2 Amrit Bains in forms of different L.L.C.s?

3 A. No. If I remember right, like -- okay.
4 I said this is what we have and --

5 Q. Let me -- let me ask it a different way.
6 So after the property was transferred to Midwest
7 Sales the -- the existing mortgage on the property
8 was paid off by Midwest Sales, correct?

9 A. Correct.

10 Q. Okay. And at the time it was paid off it
11 -- I'm going to round up. It was about \$390,000,
12 right?

13 A. Yes.

14 Q. And we went through the exact numbers
15 earlier, I'm just rounding for simplicity's sake.

16 A. Uh-huh.

17 Q. Okay. So the -- the equity I've referred
18 to in the house, let's say that it's \$50,000 of
19 equity in the house, and at the time of transfer
20 the house was worth \$440,000. Was it your intent
21 that that \$50,000 in equity would be credited
22 against the amount of money that it stated at the
23 top of this agreement?

24 A. I think, yes.

25 Q. Okay. So it -- in other words, Midwest

ANAND KARNEY

1 Sales took the property, paid off the mortgage,
2 and then it was your intent that an additional
3 credit would be given against the amount owed
4 based on the equity in the home. Is that true?

5 A. So what is that, they paid the mortgage
6 and?

7 Q. So, I -- I'm asking you as the signer of
8 the document what your intent was with this
9 document. Is your intent -- or was it your intent
10 to treat the equity in the home as credits against
11 the amount of money that would otherwise be owed
12 to the individuals listed?

13 A. Yes. Yes.

14 Q. Okay. So if -- if the mortgage is 390
15 and there's \$50,000 in equity in the house, and
16 the house is worth \$440,000, you agree -- or would
17 you agree that after the mortgage is paid off and
18 credit's given for the equity, that Mid -- or not
19 Midwest Sales. That you and Sudha would have
20 received a total of \$460,000 in, quote-unquote,
21 value?

22 MR. EPSTEIN: I don't understand the
23 question, Mr. Wagner.

24 MR. WAGNER: Sure.

25 BY MR. WAGNER:

ANAND KARNEY

1 Q. So I -- I think everyone here would agree
2 that the -- the property was transferred from
3 Anand and Sudha to Midwest Sales, correct?

4 A. Correct.

5 Q. Okay. And that after the transfer, the
6 mortgage was paid off by Midwest Sales, correct?

7 A. Correct. Correct.

8 Q. All right. And so the amount of the
9 mortgage is value that Mr. Karney -- you and Sudha
10 received in -- for the property, that 390-ish
11 thousand dollars, correct?

12 A. Yes.

13 Q. And so if you intended that the equity in
14 the house -- any equity over and above that
15 \$390,000 was to be treated as a credit against any
16 money otherwise owed to the individuals listed on
17 this agreement, that that equity -- that amount of
18 money, whatever that amount of money it is, was
19 value that you and Sudha received because it would
20 no longer be money that you would owe to the
21 individuals listed in this agreement. Was that
22 your intent?

23 A. Yes.

24 Q. Stop sharing for just a second and change
25 over to a different document.

ANAND KARNEY

1 All right. Mr. Karney, I'm going to bring
2 your attention back to what's been marked as
3 Exhibit 9 which is a Kansas warranty deed signed
4 on January 28, 2023. Now, again, the -- this is
5 your signature under grantor. Is that correct?

6 A. Correct.

7 Q. Okay. When you transferred -- and I'll
8 represent this is the deed that transferred the
9 property to 8901 Mission from you and Sudha to
10 Midwest Sales, which is what it states in the
11 first two paragraphs here.

12 Now, did you understand that when you made
13 this transfer through the warranty deed, that you
14 were making certain representations to Midwest
15 Sales & Leasing?

16 A. I think, yes.

17 Q. All right. So down here on the second
18 page, you understand that when you made this
19 transfer, that you represented that you and Anand
20 -- or you and Sudha were the lawful owners of the
21 property, correct?

22 A. Correct.

23 Q. That you had the right to convey the
24 property, correct?

25 A. Correct.

ANAND KARNEY

1 Q. That there were no encumbrances on the
2 property other than the mortgage that's listed in
3 paragraph three, correct?

4 A. Correct. Yes.

5 Q. And that you would defend the title to
6 the property against all lawful claims and demands
7 from any persons whatsoever, correct?

8 A. Correct.

9 Q. Do you intend to -- still intend to
10 uphold those obligations and representations?

11 MR. EPSTEIN: Objection. Calls for a
12 legal conclusion.

13 MR. WAGNER: His intent's not a legal
14 conclusion. You -- you can -- it's a legal
15 conclusion whether or not they're valid, but his
16 intent is not.

17 BY MR. WAGNER:

18 Q. So, Mr. Karney, I'm going to ask again.
19 Do you intend today to uphold any obligations
20 placed upon you by the Kansas warranty deed?

21 MR. EPSTEIN: Objection. Calls for
22 speculation.

23 MR. WAGNER: Again, his intent -- his
24 present intent is not speculation.

25 BY MR. WAGNER:

ANAND KARNEY

1 Q. Mr. Karney, do you intend to uphold the
2 obligations placed upon you by the Kansas warranty
3 deed that you signed?

4 A. I -- I don't know, frankly speaking, how
5 -- what shall we say that.

6 Q. We -- we just walked through each of the
7 representations, and you understood each of those
8 representations, correct?

9 A. Yes.

10 Q. Okay. You understood them today and you
11 understood 'em when you signed the deed, correct?

12 A. Yes.

13 Q. All right. So as we sit here today, do
14 you intend to stand by those representations?

15 MR. EPSTEIN: Objection. Asked and
16 answered.

17 MR. WAGNER: His answer was I don't know.

18 MR. EPSTEIN: Right.

19 MR. WAGNER: All right.

20 THE WITNESS: I don't know.

21 BY MR. WAGNER:

22 Q. Mr. Karney, do you -- do you generally
23 stand by your word?

24 MR. EPSTEIN: Objection. Relevance.
25 Badgering the witness.

ANAND KARNEY

1 BY MR. WAGNER:

2 Q. You can answer.

3 A. Yes.

4 Q. Okay. So do you intend to stand by your
5 word, your promises that you made in this deed?

6 MR. EPSTEIN: Objection. Asked and
7 answered.

8 A. I don't know.

9 BY MR. WAGNER:

10 Q. Are you trying to back out of any of the
11 obligations, representations that you made in this
12 deed?

13 MR. EPSTEIN: Objection. Argumentative.
14 Asked and answered.

15 BY MR. WAGNER:

16 Q. Mr. Karney, you can still answer.

17 A. I don't know.

18 MR. EPSTEIN: He did answer.

19 MR. WAGNER: All right, sir. I believe
20 that's all the questions I have at this time.

21 MR. EPSTEIN: I -- I do have just a few.

22 CROSS-EXAMINATION

23 BY MR. EPSTEIN:

24 Q. Mr. Karney, when you transferred the
25 property -- sold the property to Midwest Sales &

ANAND KARNEY

1 Leasing in June of 2023 for \$390,000, did you
2 believe that that amount of money was reasonable,
3 equivalent value for the property?

4 A. Yes.

5 Q. So did you think \$390,000 was basically
6 the fair market value of the property given the
7 condition of the property on that date?

8 A. Yes.

9 Q. And we can agree there was no judgment
10 against you in 2023 when you sold the property to
11 Midwest Sales & Leasing, correct?

12 A. Yes.

13 Q. And you didn't sell the Mission Road
14 property to Midwest Sales & Leasing in order to
15 avoid paying any creditors, did you?

16 A. No. Because it was --

17 Q. And --

18 A. There was no -- there was no -- before
19 the judgement, actually.

20 THE REPORTER: I'm sorry. Repeat that.
21 There was no what?

22 THE WITNESS: I -- I was not -- owe
23 anybody anything before the judgment.

24 MR. EPSTEIN: Okay.

25 THE WITNESS: There was no -- sorry. Go

ANAND KARNEY

1 ahead.

2 MR. EPSTEIN: You can finish. I'm sorry,
3 Mr. Karney. Go ahead.

4 THE WITNESS: There was -- yeah, so.

5 BY MR. EPSTEIN:

6 Q. So it was not your intent to defraud any
7 creditors out of any money.

8 A. No.

9 Q. Okay. And to the best of your knowledge,
10 as of today, are the only members of Shiba Prop
11 you, your wife Sudha, and Amogh Karney?

12 A. Right. Yes.

13 MR. EPSTEIN: That's all I have.

14 MR. PALMER: I've got a few follow-up
15 questions. You can pull up the agreement, Seth?

16 REDIRECT-EXAMINATION

17 BY MR. PALMER:

18 Q. Mr. Karney, I've got the agreement on the
19 screen right now that Mr. Wagner asked you some
20 questions about. Can you see that?

21 A. Yes.

22 Q. The agreement to pay back what was
23 described as equity in the property.

24 A. No.

25 Q. We'll just -- I -- I was really just

ANAND KARNEY

1 trying to identify it. Can we just go ahead and
2 we'll mark this one. Did we mark any -- did he
3 mark anything with you, Jackson?

4 MR. WAGNER: I think I said it would be
5 27.

6 MR. PALMER: Okay. So we'll -- so this
7 is 27 then. Okay.

8 THE REPORTER: No. Wait. I think this
9 should be 28 --

10 MR. WAGNER: Okay.

11 THE REPORTER: -- right?

12 MR. PALMER: Yeah -- no. It's up --

13 MR. SNYDER: I got 28.

14 MR. PALMER: I told Seth he had to keep
15 me honest today on my numbering, and he says 28 as
16 well.

17 (THEREUPON, Deposition Exhibit No 28 was
18 marked for identification.)

19 MR. PALMER: So we've got in the string,
20 will be marked as Exhibit 28.

21 BY MR. PALMER:

22 Q. Mr. Karney, I believe you just testified
23 you were in a panic when you signed this. Is
24 that right?

25 A. Yes.

ANAND KARNEY

1 Q. Why would that have been?

2 A. See I don't know whether I'm using that
3 word panic, is right or wrong. As I say, I don't
4 know much words about that -- good words about the
5 things. But through it all, when I'm signing, I
6 don't know whether I'm signing right document or
7 not, but I was signing that document.

8 Q. You might have used -- and maybe I'm --
9 imagine the word pressure you are under in signing
10 this. Can you -- I guess, just describe as best
11 you can, if you think panic might not be the best
12 word, what the thought process was in signing
13 this.

14 A. See, I was under a lot of pressure in
15 those times, and my -- when I decided to go back
16 to India for taking something off from this
17 pressure, so I think in that, I signed this
18 document.

19 Q. This is back when you were in India that
20 you signed it.

21 A. No. I -- after signing I -- I came back
22 to India.

23 Q. Okay. Do you know anything about any of
24 these monies owed that are listed on this
25 agreement?

ANAND KARNEY

1 A. Only that I'm signing it. Can you come
2 up again? Do I know anything about these -- this
3 money before signing this document?

4 **Q. As to why this money would be owed.**

5 A. I don't know why I -- or why -- we owed
6 this money, but they said that they giving it to
7 Amogh -- Amogh -- to Amogh. That's what they told
8 me.

9 **Q. They said that they gave Amogh**
10 **\$1,025,000.**

11 A. Exactly, I don't know the figures, but
12 that's what -- I signed the document.

13 **Q. And did you ask Amogh about that, whether**
14 **that was accurate?**

15 A. I didn't ask that time. I think it is
16 better to ask him whether it is correct or not,
17 because I didn't ask that because already I signed
18 the document.

19 **Q. You didn't ask whether \$1,025,000 was**
20 **owed before you agreed to pay it.**

21 A. I asked him, but I did not get proper
22 answer from him. So, as I said, in the -- I was
23 under pressure to leave because -- yeah. So I
24 thought before leaving I'll sign and go.

25 **Q. There's a -- it lists a \$50,000 payment**

ANAND KARNEY

1 on May 23rd of 2023. Do you know if that payment
2 was made?

3 A. He said he may, but I don't know exactly.
4 I didn't ask any -- I did not ask for any
5 confirmation from the people.

6 Q. Did you pay \$50,000 pursuant to this
7 agreement?

8 A. No. No.

9 Q. What does it mean when it says India
10 property will be discussed on June 7th to
11 accommodate payback amounts of the monies owed?

12 A. Uh-huh. What?

13 Q. What -- what does that mean? Are you
14 saying is this agreement, that sentences there
15 also stating that you're going to transfer a house
16 in India to pay back some balance?

17 A. I don't know. Initially I thought of,
18 but that isn't a legal indication. What -- I have
19 a property here, so I don't think I can do
20 anything right now. I cannot stay in that
21 property at all.

22 Q. Why can't you stay in the property?

23 A. There is a legal dispute between the
24 siblings.

25 Q. So were there further discussions after

ANAND KARNEY

1 this was signed on June 7th about the India
2 property?

3 A. No.

4 Q. The -- go back up there to the amounts
5 owed. First one listed, do you see where it says
6 \$565,500 for a Brookside equity?

7 A. I don't know. That's what they said,
8 that they giving it to Amogh, all the things. I
9 don't know anything about it. Anything -- they
10 are not giving me any of those monies to my -- to
11 Han (Spelled phonetically) or Mayer (Spelled
12 phonetically).

13 Q. You said earlier that -- when we were
14 describing the asset of Shiba Prop, whether there
15 was some equity in Brookside, do you recall that?

16 A. Equity in Brookside by Shiba.

17 Q. Correct.

18 A. Yes.

19 Q. And when you had put that down in your
20 interrogatory answers and put equity in Brookside,
21 you were describing a membership interest in an
22 L.L.C. Is that right?

23 A. I don't know what is that wordings was
24 that -- I don't know. But I don't know all -- as
25 I said, I was signing the document whenever Amogh

ANAND KARNEY

1 was bringing to me. That's what it is. So
2 anything related to these things we are to ask
3 Amogh only.

4 Q. And there are -- you'd also, in the
5 interrogatory answers for Shiba Prop, listed some
6 equity in Timber Creek. Do you remember that?

7 A. Yeah. Timber Creek is a member, yes.

8 Q. Is that describing another membership
9 interest in that Timber Creek entity?

10 A. With Shiba. Shiba membership. Shiba --

11 Q. I'm just trying to figure out what the
12 basis of this is. Do you know anything about why
13 \$117,500 of Timber Creek equity was owed?

14 A. I don't know. You have to ask Amogh.
15 I'm telling, anything related to this, I don't
16 know anything. They're not giving it to my
17 account, no where it reflected. It is only be to
18 ask Amogh.

19 Q. This is going to come out of left field a
20 bit here, Mr. Karney, but rumors have swirled.
21 Were you ever kidnapped in India and forced to
22 transfer money against your will?

23 A. What is that?

24 Q. Were you ever kidnapped while you were in
25 India by anybody associated with Midwest Sales &

ANAND KARNEY

1 Leasing and forced to pay money against your Will?

2 A. No.

3 MR. PALMER: Okay. Nothing further.

4 MR. WAGNER: I don't have any follow-up.

5 MR. PALMER: Mark, you're on mute.

6 MR. EPSTEIN: Thank you, Mr. Palmer.

7 CROSS-EXAMINATION

8 BY MR. EPSTEIN:

9 Q. Mr. Karney, just -- just a couple
10 questions. The document that's on the screen that
11 I think we've -- we've marked as Exhibit 28, this
12 agreement to pay back. That's not a document you
13 prepared, is it?

14 A. I not prepare. Yes.

15 Q. Okay. And you didn't assign those values
16 in that kind of opening paragraph, did you?

17 A. No.

18 Q. I'm sorry, Mr. Karney.

19 A. No.

20 Q. Okay. And --

21 A. Go ahead.

22 Q. And the million dollars that it says is
23 owed, that's not money that you received from
24 these individuals, is it?

25 A. No. That's what I'm telling. None of

ANAND KARNEY

1 this money are -- not received even one penny from
2 those things, and I think -- yeah.

3 Q. Okay. And then this isn't -- this isn't
4 a document that was executed by Shiba Prop, is it?

5 A. Shiba Prop -- I don't remember. I don't
6 know.

7 Q. It was -- it was executed by you and
8 Amogh in your individual capacities, correct?

9 A. Yes.

10 Q. Okay. So this isn't -- this isn't a debt
11 of Shiba Prop or anything, is it?

12 A. Yes.

13 Q. Let me make sure you understand the
14 question. This is not a debt of Shiba Prop or an
15 agreement by Shiba Prop to pay back, is it?

16 A. Correct.

17 MR. EPSTEIN: Okay. I think -- I think
18 that's all I've got.

19 THE WITNESS: Thank you.

20 MR. PALMER: Nothing further here.

21 MR. WAGNER: Nothing from me.

22 (THEREUPON, the deposition concluded at
23 12:40 p.m.)

24 .

25 .

ANAND KARNEY

1 AFFIDAVIT

2 .

3 STATE OF _____ :

4 COUNTY/CITY OF _____ :

5 .

6 Before me, this day, personally appeared,
7 ANAND KARNEY, who, being duly sworn, states that
8 the foregoing transcript of his/her Deposition,
9 taken in the matter, on the date, and at the time
10 and place set out on the title page hereof,
11 constitutes a true and accurate transcript of said
12 deposition, along with the attached Errata Sheet,
13 if changes or corrections were made.

14 .

15 _____

16 ANAND KARNEY

17 .

18 SUBSCRIBED and SWORN to before me this
19 _____ day of _____, 2025 in the
20 jurisdiction aforesaid.

21 .

22 _____

23 My Commission Expires

Notary Public

24 .

25 .



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ANAND KARNEY

DEPOSITION ERRATA SHEET

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RE: APPINO & BIGGS REPORTING SERVICE, INC.

FILE NO.: 75954

CASE: PRANAY BAJJURI vs.
SHIBA PROP, LLC, et al.

DEPONENT: ANAND KARNEY

DEPOSITION DATE: 04/11/2025

To the Reporter:

I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me. I request that the following changes be entered upon the record for the reasons indicated. I have signed my name to the Errata Sheet and the appropriate Certificate and authorize you to attach both to the original transcript.



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ANAND KARNEY

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24 SIGNATURE : _____ DATE : _____

25 ANAND KARNEY



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CERTIFICATE**STATE OF KANSAS****COUNTY OF SHAWNEE**

I, Douglas Stone, a Certified Court Reporter, Commissioned as such by the Supreme Court of the State of Kansas, and authorized to take depositions and administer oaths within said State pursuant to K.S.A. 60-228, certify that the foregoing was reported by stenographic means, which matter was held on the date, and the time and place set out on the title page hereof and that the foregoing constitutes a true and accurate transcript of the same.

I further certify that I am not related to any of the parties, nor am I an employee of or related to any of the attorneys representing the parties, and I have no financial interest in the outcome of this matter.

Given under my hand and seal this
23rd day of April, 2025.

Douglas Stone

Douglas Stone, C.C.R. No. 1518

