THOMAS J. NOLAN (State Bar No. 66992)
Thomas.Nolan@skadden.com
CAROLINE VAN NESS (State Bar No. 281675)
Caroline.VanNess@skadden.com
KASONNI M. SCALES (State Bar No. 301871)
Kasonni.Scales@skadden.com
JULIA M. NAHIGIAN (State Bar No. 307508)
Julia.Nahigian@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071-3144
Telephone: (213) 687-5000
Facsimile: (213) 687-5600

JOSEPH L. BARLOON (Admitted *Pro Hac Vice*)
Joseph.Barloon@skadden.com
AUSTIN K. BROWN (Admitted *Pro Hac Vice*)
Austin.Brown@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
1440 New York Avenue, N.W.
Washington, DC 20005
Telephone: (202) 371-7000
Facsimile: (202) 393-5760

Attorneys for Defendants

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

CONSUMER FINANCIAL PROTECTION BUREAU, Plaintiff, v. CASHCALL, INC., WS FUNDING, LLC, DELBERT SERVICES CORPORATION, and J. PAUL REDDAM, Defendants.	CASE NO.: 2:15-cv-07522-JFW (RAOx) DEPOSITION TESTIMONY OF J. PAUL REDDAM (JUNE 1, 2016) IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLANTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT Hearing Date: August 1, 2016 Time: 1:30 p.m. Place: Courtroom 16 Judge: Hon. John F. Walter Pre-Trial Conf.: September 9, 2016 Trial: September 27, 2016

11:1 Q. Okay. Have you prepared your resume?
11:2 MR. NOLAN: At any time?
11:3 MR. MARTIKAN: Ever.
11:4 Q. Since --- since 2000, let's put it that
11:5 way.
11:6 A. I don't think I've personally prepared it,
11:7 no.
11:8 Q. Okay. Do you remember ever submitting
11:9 your resume to a state banking department for any
11:10 reason?
11:11 A. I don't remember doing so, no.

35:23 Q. Well, I'm not -- I assume CashCall is
35:24 hiring Kovel/Fuller; right?
35:25 A. Correct.
36:1 Q. So the check that gets cut and pays for
36:2 Kovel/Fuller says "CashCall." It's from the
36:3 CashCall account; correct?
36:4 A. Yes.
36:5 Q. And -- but as president -- you are
36:6 president of CashCall; right?
36:7 A. Yes.

67:21 Q. Okay. And do you know if that's Butch
67:22 Webb's company?
67:23 A. Yes.
67:24 Q. Okay. So are you aware that -- whether WS
67:25 Funding entered into an assignment agreement to

68:1 purchase loans from Western Sky Financial?
68:2 A. Well --
68:3 MR. NOLAN: Same objection. Lack of
68:4 foundation. Best evidence is the documents
68:5 themselves.
68:6 You can answer the question, if you know.
68:7 A. I don't know, and because I wasn't the one
68:8 who designed the mechanics of -- of these loan
68:9 purchases. But CashCall or a subsidiary, WS
68:10 Funding, I suppose, would have purchased loans from
68:11 Western Sky, but I don't know, you know, how they
68:12 followed along the purchase timeline that way.

88:20 Q. Agreed with. Do you know if CashCall ever
88:21 agreed to advertise on Western Sky Financial's
88:22 behalf?
88:23 A. It -- I think the characterization would
88:24 be, did it ever help Western Sky with its
88:25 advertising. And the answer to that would be yes.
89:1 Q. How did CashCall help Western Sky
89:2 Financial with its advertising?
89:3 A. Well, our -- the advertising agency that
89:4 CashCall used, Kovel/Fuller, prepared advertising,
89:5 specifically -- or more specifically, television
89:6 cable advertising, that it went back and forth with
89:7 Butch Webb on, the look and feel of it, and so on.
89:8 And sometimes I would have described to
89:9 Kovel/Fuller the general purpose of -- of why

89:10 borrowers would borrow this kind of money. So
89:11 they -- they would take ideas that I would give --
89:12 would give them, turn those into prospect ads, and
89:13 then go back and forth with, you know, Western Sky.

128:19 Q. Did Dan Baren report to you periodically
128:20 on the status of the litigation involving the
128:21 Western Sky loans?
128:22 A. He discussed it quite a bit, yes.
128:23 Q. By "quite a bit," how often?
128:24 A. Well, I think for a time it would have
128:25 been pretty much daily. He was quite distraught
129:1 about it all.
129:2 Q. Okay. And when it was daily, what time
129:3 frame are we talking about?
129:4 A. I mean, I can't say for sure that it was
129:5 daily. It was just -- what I mean by that, it was
129:6 a frequent topic.

DATED: July 11, 2016

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: */s/ Thomas J. Nolan*
Thomas J. Nolan
Attorneys for Defendants