

RENO POLICE DEPARTMENT



P.O. BOX 1900

455 E 2ND ST

Reno NV 89502

Phone
775-334-2175

Fax

Reported Date
07/21/2003
Rpt/Incident Typ
INCIDENT
Emp #
MORAN, PAT

Administrative Information

Agency RENO POLICE DEPARTMENT	OCA # 03-27737	Supplement No ORIG	Reported Date 07/21/2003	Reported Time 15:05	CAD Call No 032020834
Status REPORT TO FOLLOW	Rpt/Incident Typ INCIDENT				
Location [REDACTED]					City RENO
Rep Dist J6C1	Area RS	From Date 10/10/2002	To Date 06/17/2003	Emp # R1159/MORAN, PAT	
Assignment CSO - Days	Author R1159	Assignment CSO - Days	RMS Transfer Successful	Approving Officer R2273	
Approval Date 07/27/2003		Approval Time 11:34:12			
# Offenses 1	Offense POSSIBLE CONSPIRACY	Description POSSIBLE CONSPIRACY		Complaint Type	AC Use
Bias	Loc	#Pr	MOE	Act	Weapon/Force
					IBRS
					No
					Cargo?
					NV Offense
					Dom Violence?
					# Child
Med Atn?	Protection ?	DV Card?			
# Offenses 2	Offense POSSIBLE O.M.U.F.P.	Description POSSIBLE O.M.U.F.P.		Complaint Type	AC Use
Bias	Loc	#Pr	MOE	Act	Weapon/Force
					IBRS
					No
					Cargo?
					NV Offense
					Dom Violence?
					# Child
Med Atn?	Protection ?	DV Card?			
# Offenses 3	Offense POSSIBLE EXPLOITATION	Description POSSIBLE EXPLOITATION		Complaint Type	AC Use
Bias	Loc	#Pr	MOE	Act	Weapon/Force
					IBRS
					No
					Cargo?
					NV Offense
					Dom Violence?
					# Child
Med Atn?	Protection ?	DV Card?			

Person Summary

Invl REP	Invl No 1	Type I	Name ;CONFIDENTIAL INFORMANT	MNI
Race	Sex	DOB		
Invl REP	Invl No 2	Type B	Name MARTINELLI, ELLEN	MNI 958056
Race	Sex	DOB		
Invl REP	Invl No 3	Type B	Name RIPLEY, JENNIFER	MNI 745121
Race	Sex	DOB		
Invl SUB	Invl No 1	Type I	Name [REDACTED]	MNI 745123
Race W	Sex F	DOB 10/08/1918		
Invl SUB	Invl No 2	Type I	Name HANDTE, STEWART	MNI 124723
Race W	Sex M	DOB 04/05/1960		
Invl SUB	Invl No 3	Type I	Name DOSEN, ANTHONY	MNI 102518
Race W	Sex M	DOB 04/24/1964		

RENO POLICE DEPARTMENT**Person Summary**

Invl SUB	Invl No 4	Type B	Name SMITH, RONALD L	MNI 745126
Race	Sex	DOB		
Invl SUB	Invl No 5	Type B	Name JAFERIAN, LEON	MNI 745134
Race	Sex	DOB		
Invl SUB	Invl No 6	Type B	Name KNOBEL, MARK	MNI 745135
Race	Sex	DOB		
Invl SUB	Invl No 7	Type B	Name MCHUGH, WILLIAM	MNI 745160
Race	Sex	DOB		
Invl SUB	Invl No 8	Type I	Name OLSON, SUNDAY	MNI 745170
Race	Sex	DOB		
Invl SUB	Invl No 9	Type G	Name ;JORDAN, JUDGE	MNI
Race	Sex	DOB		
Invl SUB	Invl No 10	Type B	Name HENDRICKS, DAYLIN	MNI 745172
Race	Sex	DOB		
Invl SUB	Invl No 11	Type I	Name OLSON, JOAN	MNI 745178
Race	Sex	DOB		
Invl SUB	Invl No 12	Type I	Name FRAZIER, LONNIE	MNI 977147
Race W	Sex M	DOB 10/31/1972		
Invl SUB	Invl No 13	Type B	Name ZEIGLER, LARRY	MNI 114493
Race	Sex	DOB		
Invl SUB	Invl No 14	Type I	Name BARROW, R P	MNI 745240
Race	Sex	DOB		
Invl SUB	Invl No 15	Type I	Name CRAMER, LYLE	MNI 349007
Race W	Sex M	DOB 11/15/1955		
Invl SUB	Invl No 16	Type I	Name SERPA, KEITH	MNI 745249
Race	Sex	DOB		
Invl SUB	Invl No 17	Type I	Name WILLE, DEWEY	MNI 128724
Race I	Sex M	DOB 11/18/1962		

Vehicle Summary

Invl SUB	Veh Type 1	License No SWIZZLE	State NV	Lic Year 2004	Year 2003	Make LEXS	Model	Style CV	Color
Invl SUB	Veh Type 2	License No W3491	State NV	Lic Year 2003	Year 2001	Make CHEV	Model	Style PK	Color
Invl SUB	Veh Type 1	License No THEL	State NV	Lic Year 2003	Year 2002	Make LEXS	Model 4D	Style SW	Color

RENO POLICE DEPARTMENT**REPORTING PARTY 1: ;CONFIDENTIAL INFORMANT**

Involvement	Invl No	Type
REPORTING PARTY	1	INDIVIDUAL

Name
;CONFIDENTIAL INFORMANT

REPORTING PARTY 2: MARTINELLI,ELLEN

Involvement	Invl No	Type
REPORTING PARTY	2	BUSINESS

Name
MARTINELLI, ELLEN

MNI
958056

Phone Type
FAX

Phone No
(775) 688-2905

Date
02/21/2009

Employer/School
NEVADA STATE WELFARE L.S.W.

Position/Grade
SOC WORKER

Location
445 APPLE ST #104

City
RENO

State
Nevada

Phone Type
BUSINESS

Phone No
(775) 688-2964

REPORTING PARTY 3: RIPLEY,JENNIFER

Involvement	Invl No	Type
REPORTING PARTY	3	BUSINESS

Name
RIPLEY, JENNIFER

MNI
745121

Phone Type
FAX

Phone No
(775) 688-2905

Date
02/21/2009

Employer/School
NEVADA STATE WELFARE D.A.S.

Position/Grade
SOCIAL WOR

Location
445 APPLE ST #104

City
RENO

State
Nevada

ZIP Code
89502

Phone Type
BUSINESS

Phone No
(775) 688-2964

SUBJECT 1:

Involvement	Invl No	Type	Name
SUBJECT	1	INDIVIDUAL	[REDACTED]

MNI
745123

Race
WHITE

Sex
FEMALE

DOB
10/08/1918

Age
84

Juvenile?
No

Type
HOME

Address
[REDACTED]

City
RENO

State
Nevada

ZIP Code
89509

Date
02/21/2009

Type
SOCIAL SECURITY NUMBER

ID No
[REDACTED]

Phone Type
RESIDENTIAL

Phone No
[REDACTED]

Date
02/21/2009

Employer/School
[REDACTED]

SUBJECT 2: HANDTE,STEWART

Involvement	Invl No	Type	Name
SUBJECT	2	INDIVIDUAL	HANDTE, STEWART

MNI
124723

Race
WHITE

Sex
MALE

DOB
04/05/1960

Age
43

Juvenile?
No

Height
5'10"

Weight
205#

Hair Color
GRAY/PARTIALLY GRAY

Type
SOCIAL SECURITY NUMBER

ID No
[REDACTED]

SUBJECT 3: DOSEN,ANTHONY

Involvement	Invl No	Type	Name
SUBJECT	3	INDIVIDUAL	DOSEN, ANTHONY

MNI
102518

Race
WHITE

Sex
MALE

DOB
04/24/1964

Age
39

Juvenile?
No

Height
6'00"

Weight
280#

Hair Color
BROWN

Eye Color
HAZEL

Type
SOCIAL SECURITY NUMBER

ID No
[REDACTED]

RENO POLICE DEPARTMENT**SUBJECT 4: SMITH, RONALD L**

Involvement	Invl No	Type	Name
SUBJECT	4	BUSINESS	SMITH, RONALD L
MNI 745126			
Phone Type	Phone No	Date	Phone Type Phone No
BUSINESS	(775) 320-3002	02/21/2009	FAX (775) 329-2848
Date 02/21/2009			
Employer/School SELF EMPLOYED			Position/Grade MED EXAMIN
Location 236 W 6TH ST #206			City RENO
State	ZIP Code	Phone Type	Phone No
Nevada	89503	BUSINESS	(775) 329-1122

SUBJECT 5: JAFERIAN, LEON

Involvement	Invl No	Type	Name
SUBJECT	5	BUSINESS	JAFERIAN, LEON
MNI 745134			
Phone Type	Phone No	Date	
FAX	(775) 826-8478	02/21/2009	
Employer/School SELF EMPLOYED			Position/Grade CPA
Phone No (775) 826-8555			

SUBJECT 6: KNOBEL, MARK

Involvement	Invl No	Type	Name
SUBJECT	6	BUSINESS	KNOBEL, MARK
MNI 745135			
Phone Type	Phone No	Date	
FAX	(775) 333-0305	02/21/2009	
Employer/School AVANSINO, MCLARKEY, KNOBEL			Position/Grade ATTORNEY
Location 165 W LIBERTY ST #210			City RENO
State	ZIP Code	Phone Type	Phone No
Nevada	89502	BUSINESS	(775) 333-0300

SUBJECT 7: MCHUGH, WILLIAM

Involvement	Invl No	Type	Name
SUBJECT	7	BUSINESS	MCHUGH, WILLIAM
MNI 745160			
Employer/School SELF EMPLOYED			Position/Grade NEURO
Phone No (775) 329-1122			

SUBJECT 8: OLSON, SUNDAY

Involvement	Invl No	Type	Name
SUBJECT	8	INDIVIDUAL	OLSON, SUNDAY
MNI 745170			

SUBJECT 9: ;JORDAN, JUDGE

Involvement	Invl No	Type	Name
SUBJECT	9	GOVERNMENT	;JORDAN, JUDGE

SUBJECT 10: HENDRICKS, DAYLIN

Involvement	Invl No	Type	Name
SUBJECT	10	BUSINESS	HENDRICKS, DAYLIN
MNI 745172			

RENO POLICE DEPARTMENT

Employer/School NEVADA STATE BANK						Position/Grade BANK MGR		Phone Type BUSINESS		
Phone No (775) 688-7998										
SUBJECT 11: OLSON,JOAN										
Involvement SUBJECT		Invl No 11	Type INDIVIDUAL		Name OLSON,JOAN					
MNI 745178										
SUBJECT 12: FRAZIER,LONNIE										
Involvement SUBJECT		Invl No 12	Type INDIVIDUAL		Name FRAZIER, LONNIE					
MNI 977147	Race WHITE	Sex MALE	DOB 10/31/1972		Age 30	Juvenile? No	Height 5'09"	Weight 195#	Hair Color BROWN	Eye Color BLUE
Type SOCIAL SECURITY NUMBER			ID No [REDACTED]							
SUBJECT 13: ZEIGLER,LARRY										
Involvement SUBJECT		Invl No 13	Type BUSINESS		Name ZEIGLER, LARRY					
MNI 114493										
Type SOCIAL SECURITY NUMBER			ID No [REDACTED]							
SUBJECT 14: BARROW,R P										
Involvement SUBJECT		Invl No 14	Type INDIVIDUAL		Name BARROW, R P					
MNI 745240										
SUBJECT 15: CRAMER,LYLE										
Involvement SUBJECT		Invl No 15	Type INDIVIDUAL		Name CRAMER, LYLE					
MNI 349007	Race WHITE	Sex MALE	DOB 11/15/1955		Age 47	Juvenile? No				
Type SOCIAL SECURITY NUMBER			ID No [REDACTED]							
SUBJECT 16: SERPA,KEITH										
Involvement SUBJECT		Invl No 16	Type INDIVIDUAL		Name SERPA, KEITH					
MNI 745249										
SUBJECT 17: WILLE,DEWEY										
Involvement SUBJECT		Invl No 17	Type INDIVIDUAL		Name WILLE, DEWEY					
MNI 128724	Race AMERICAN INDIAN OR ALASKAN NATIVE					Sex MALE	DOB 11/18/1962	Age 40	Juvenile? No	Height 5'11"
Weight 210#	Hair Color BROWN	Eye Color BROWN								
Type SOCIAL SECURITY NUMBER			ID No [REDACTED]							
Vehicle: SWIZZLE										
Veh Invl SUBJECT		Veh Type AUTO	License No SWIZZLE		State Nevada	Lic Year 2004	Lic Type PERSONALIZED/CUSTOM		Year 2003	Make Lexus
Style CONVERTIBLE		Value \$0.00								
Link RO	Involvement SUB	Invl No 3	Name DOSEN, ANTHONY						Race W	Sex M
DOB 04/24/1964										

RENO POLICE DEPARTMENT**Vehicle: W3491**

Veh Invl SUBJECT	Veh Type TRUCK/VAN	License No W3491	State Nevada	Lic Year 2003	Lic Type TRUCK	Year 2001	Make Chevrolet	
Style PICKUP - TRUCK		Value \$0.00						
Link RO	Involvement SUB	Invl No 2	Name HANDTE, STEWART				Race W	Sex M
DOB 04/05/1960								

Vehicle: THEL

Veh Invl SUBJECT	Veh Type AUTO	License No THEL	State Nevada	Lic Year 2003	Lic Type PERSONALIZED/CUSTOM	Year 2002	Make Lexus	Model 4D
Style STATION WAGON		Value \$0.00						
Link RO	Involvement SUB	Invl No 1	Name [REDACTED]				Race W	Sex F
DOB 10/08/1918								

Modus Operandi

Property Targeted Currency	Physical Evidence Documents	Premise Type SINGLE FAMILY RESIDENCE
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Narrative

ESTIMATED POSSIBLE TOTAL LOSS: *****\$628,543.76*****

DETAILS: At approximately 1505 hours, July 21, 2003, Jennifer RIPLEY came in to the Reno Police Department Main Station and told me the following:

RIPLEY advised she is employed by the State of Nevada as a Social Worker in the Department of Aging Services, 445 Apple Street, Suite #104, Reno, NV, and is making this report in that capacity.

RIPLEY advised she was providing documents she had obtained from Ellen MARTINELLI, a Social Worker II for the State of Nevada, Department Of Human Resources, Division For Aging Services, 445 Apple Street, Suite #104, in regards to the Possible Exploitation of an elderly female.

RIPLEY provided a typed synopsis which indicates Elder Protective Services (EPS) is currently investigating allegations of exploitation of [REDACTED] who resides at [REDACTED], Reno. RIPLEY advised JOAN Olson, [REDACTED] daughter-in-law, is currently staying with [REDACTED]. RIPLEY advised Judge JORDAN has entered an order for temporary guardian on July 11, 2003. RIPLEY advised Daylin HENDRICKS, NV State Bank Manager, has temporary co-guardian of estate, along with [REDACTED] grand daughter, SUNDAY Olson.

RIPLEY advised she had no further information, obtained the case number assigned to this incident, and left.

The photocopies of the documents provided by RIPLEY indicate the following:

At an unknown time on July 11, 2003, MARTINELLI was contacted by a CONFIDENTIAL INFORMANT who reported the Possible Exploitation of an elderly female identified as [REDACTED], who resides at [REDACTED], Reno, NV. MARTINELLI indicated [REDACTED] is an 84 year old widow who owns the home on [REDACTED].

MARTINELLI indicated the two subjects responsible for the Possible Exploitation were Stewart HANDTE and Anthony DOSEN, both in their forties, who are related to [REDACTED] in a "Other" category, with no other information provided on these subjects.

MARTINELLI indicated [REDACTED] lived alone; her physicians were Ronald SMITH and William MCHUGH; and [REDACTED] had a private housekeeper.

MARTINELLI indicated the "Problems As Stated By Reporter/CONFIDENTIAL INFORMANT" as the following:

1. [REDACTED] has been a widow for two and one half years now
2. [REDACTED] was seen by neuro on 05/24/03 (?) to evaluate mental status
3. HANDTE and DOSEN former Hwy Patrolmen
4. HANDTE and DOSEN move in to [REDACTED] home ~ November/December 2002

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RENO POLICE DEPARTMENT**Narrative**

5. Substantial amount of checks done - Checks made payable to HANDTE and DOSEN - Total of Checks ~ \$500,000 - Up to 4 cars bought with in last 3 months - BMW, Lexus, Chevy Truck, Ford Expedition - Boat, tools - [REDACTED] DOESN'T DRIVE
6. [REDACTED] has accountant (Leon JAFERIAN #826-8555) - He is the one who started to question checks
7. Attorney
8. HANDTE and DOSEN have stated [REDACTED] agreed to help them w/a loan to start up a business
9. HANDTE and DOSEN opened business BAD BOYZ Motorcycle Shop on S. Virginia
10. POA established for [REDACTED] in 02/03; one possibly pre-dates the POA - Sunday OLSON named as POA - Sunday OLSON
C# 619-993-6879, (W) 858-623-5844 X 107
11. Judge JORDAN entered order for temp. guardian today 7-11-03
12. [REDACTED] has tremendous amount of liquid assets
13. [REDACTED] established w/NV State Bank where 4 trust accts & checking acct set up - NV State Bank has been named co-guardian of the estate; Daylin HENDRICKS Bank Manager #688-7998
14. Attorney - Mark KNOBEL Office #333-0300; C #233-5555; Fax #333-0305
15. CONFIDENTIAL INFORMANT stated HANDTE was hired (contract in place) to be consultant, companion, take care of health care ~ 09/02 paid \$4000.- a month
16. [REDACTED] and husband prior to his death would buy a new car almost yrly, [REDACTED] likes to gamble, bought some guy she met at the casino a new car around summer time last yr.
17. HANDTE and DOSEN - most of their stuff is out of [REDACTED] home, but they (HANDTE and DOSEN) constantly stop by
18. [REDACTED] D-in-law, Joan OLSON (from Wisconsin) has stayed w/[REDACTED]

MARTINELLI provided a copy of a Consulting Agreement, dated October 10, 2002, which explains the parameters of the working relationship between [REDACTED] and HANDTE while HANDTE is employed to act as security, care giver, companion, and perform other unidentified duties and assignments by [REDACTED]. MARTINELLI provided a copy of a Request For Taxpayer Identification Number And Certification for HANDTE.

MARTINELLI provided a copy of correspondence from Ronald L. SMITH, M.D., dated May 19, 2003, with a diagnoses as follows:

"Based upon the mini-mental status score plus observations during the interview, particularly with regard to her ability to care for herself, I think she is probably not competent to manage her medical affairs, nor probably to manage her finances. I think this lack of competence has probably existed as least back to 2002 and probably before that. Certainly, she was confused and disoriented during her hospital stay in March 2002. In light of this, she is going to need some degree of supervision".

MARTINELLI provided a copy of a facsimile sent to Mark KNOBEL by Leon JAFERIAN, CPA, dated June 24, 2003, regarding the list of checks written for Bad Boyz Inc., checks written to Tony (DOSEN); and Cars (Tony's Lexus and Stewart's (HANDTE) BMW) and the boat. The facsimile indicates JAFERIAN will mail copies of the checks to KNOBEL on June 24, 2003. The list of checks and copies of the checks referred to by JAFERIAN shows the following:

All checks written on Nevada State Bank Account Number [REDACTED], issued to [REDACTED] Living Trust DTD 4-23-87 - [REDACTED], Reno, NV 89509, with the name [REDACTED] written on the signature line. Following list shows check number; date check was written; information shown on Pay To The Order Of Section; and amount of the check:

2204 - January 01, 2003
Scott Motor Co. - \$65,443.46

2254 - January 18, 2003

RENO POLICE DEPARTMENT**Narrative**

Cope & McPhetres Marine - \$70,019.50

2255 - January 22, 2003
Anthony DOSEN - \$25,342.76

2296 - March 28, 2003
Lexus - \$65,94.77

2317 - March 31, 2003
Bill Pearce Motors - \$69,201.60

2327 - April 01, 2003
Tony DOSEN - \$5,000.00

2335 - April 06, 2003
MIS - \$41,978.00

2338 - April 16, 2003
Wells Cargo Trailer Sales - \$9,000.00

2343 - April 29, 2003
Murphy Industrial Sales - \$50,177.17

2350 - May 01, 2003
Tony DOSEN - \$5,000.00

2352 - May 02, 2003
Michael's Of Reno - \$9,500.00 (For Line Shows: Rent/May 9200 S. Virginia)

2355 - May 05, 2003
Dyno Jet - \$26,075.00

2356 - May 05, 2003
Grainger - \$12,765.97

2357 - May 05, 2003
Snap On Tools - \$11,388.09

2358 - May 06, 2003
Champion Chevrolet - \$42,554.81

2359 - May 08, 2003
The Floor Of Club Reno - \$2,827.34

2360 - May 08, 2003
Snap On Tools - \$10,118.00

2361 - May 08, 2003
Lonnie E. FRAZIER - \$12,030.23 (For Line Shows: Computer System)

2362 - May 09, 2003
PDI Security Systems - \$2,260.18

2369 - May 10, 2003
Good Guys - \$15,017.39

2373 - May 15, 2003
Donovan MILLER - \$5,000.00 (For Line Shows: Bad Boyz Inc.)

2374 - May 15, 2003
Tony DOSEN - \$10,000.00

RENO POLICE DEPARTMENT**Narrative**

2375 - May 15, 2003

Larry ZEIGLER - 378-6095 - \$1,000.00 (For Line Shows: Bad Boyz Inc.)

2376 - May 15, 2003

R.P. BARROW - \$1,000.00 (For Line Shows: Bad Boyz Inc.)

2377 - May 15, 2003

Lyle CRAMER - \$1,000.00 (For Line Shows: Bad Boyz Inc.)

2380 - May 29, 2003

Green River Environmental Products - \$5,500.00

2381 - May 24, 2003

Keith SERPA - \$6,000.00 (For Line Shows: Bad Boyz Inc.)

2392 - June 3, 2003

Michael's Of Reno - \$9,500.00 (For Line Shows: Rent/Building 9200 S. Virginia)

2394 - June 1, 2003

Bancard Center - \$6,484.26

2397 - June 16, 2003

Lonnie FRAZIER - \$13,000.00 (For Line Shows: Bad Boyz C C System)

2398 - June 17, 2003

MIC - \$8,410.47 (For Line Shows: Bad Boyz C.C.)

2399 - June 17, 2003

Dewey WILLE - \$10,000.00 (For Line Shows: Bad Boyz C.C.)

MARTINELLI provided a copy of an undated letter addressed to Mark KNOBEL from HANDTE, outlining basic information on the financial/budget outlay for Bad Boyz Custom Cycles Inc.

MARTINELLI provided a copy of a letter addressed to HANDTE and DOSEN, from KNOBEL, dated July 14, 2003, which indicates "Ms. [REDACTED] unequivocally stated that she did NOT want to fund, in any manner, the business proposal you furnished me. She also stated that she had NOT authorized nor approved payment of expenditures related to the Bad Boyz business. This would include your completion of any checks which were signed in blank by her."

MARTINELLI and RIPLEY provided no further information.

I ran DOSEN and HANDTE through Tiburon NAMS file and with that information ran Nevada Driver's License Check as a form of Alpha Check for vehicles registered to both, with the following results:

It is possible the DOSEN referred to in this report is Anthony Charles DOSEN - WM - DOB: April 24, 1964 - Social Security #: [REDACTED] - Shows a 2003 Lexus Convertible, NV/SWIZZLE registered to him.

It is possible the HANDTE referred to in this report is Stewart E. HANDTE - WM - DOB: April 5, 1960 - Social Security #: [REDACTED] - Shows a 2001 Chevrolet 4 Door Extended Cab Pick Up, NV/W3491 registered to him.

The only vehicle shown registered to [REDACTED] is a 2002 Lexus 4 Door Wagon, NV/THEL.

I was unable to run a Nevada Alpha Check to determine if there are any vehicles registered to Bad Boyz Inc.

I was unable to locate a Ford Expedition, item #5 listed above, registered to DOSEN, HANDTE, or [REDACTED].

It should be noted RIPLEY's synopsis indicates an amount of \$587,633.28, however, that amount does not include check numbers 2392, 2397, 2398, or 2399, which would increase the monies involved by \$40,910.47, or a total of \$628,543.76.

No further information.

RENO POLICE DEPARTMENT

Narrative

RENO POLICE DEPARTMENT



P.O. BOX 1900

455 E 2ND ST

Reno NV 89502

Phone
775-334-2175

Fax

Reported Date

08/12/2003

Rpt/Incident Typ

INCIDENT

Emp #

HOUSTON, RANDY

Administrative Information

Agency RENO POLICE DEPARTMENT	OCA # 03-27737	Supplement No 0001	Reported Date 08/12/2003	Reported Time 00:01	CAD Call No 032020834
Status REPORT TO FOLLOW	Rpt/Incident Typ INCIDENT				
Location [REDACTED]					City RENO
Rep Dist J6C1	From Date 10/10/2002	To Date 06/17/2003	Emp # R0306/HOUSTON, RANDY		
Assignment Detectives - Days - Fraud		Author R0306	Assignment Detectives - Days - Fraud		RMS Transfer Successful
Approving Officer R0894		Approval Date 10/24/2003	Approval Time 14:25:19		

Property

Prop #	Involvement	In Custody?	Security	Serial No	# Pieces	Typ
1	EVIDENCE	Yes	No	22254	1	A
Description 70,019.50/COPE & MCPHETRES						A
Cat Other (none of the above)				Article CHECK		
2	EVIDENCE	Yes	No	2296	1	A
Description 65,948.77/LEXUS						A
Cat Other (none of the above)				Article CHECK		
3	EVIDENCE	Yes	No	2338	1	A
Description 9,000.00/WELLS CARGO SALES						A
Cat Other (none of the above)				Article CHECK		
4	EVIDENCE	Yes	No	2317	1	A
Description 69,201.60/BILL PEARCE MOTORS						A
Cat Other (none of the above)				Article CHECK		
5	EVIDENCE	Yes	No	2335	1	A
Description 41,978.75/M.I.S.						A
Cat Other (none of the above)				Article CHECK		
6	EVIDENCE	Yes	No	2355	1	A
Description 26,075.00/DYNO JET						A
Cat Other (none of the above)				Article CHECK		
7	EVIDENCE	Yes	No	2343	1	A
Description 50,177.17/MURPHY INDUSTRIAL						A
Cat Other (none of the above)				Article CHECK		

RENO POLICE DEPARTMENT

Prop # 8	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2352	# Pieces 1
Description 9,500.00/MICHAELS OF RENO					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 9	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2356	# Pieces 1
Description 12,765.97/GRANGER					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 10	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2358	# Pieces 1
Description 42,554.81/CHAMPION CHEVROLET					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 11	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2357	# Pieces 1
Description 16,388.09/SNAP ON TOOLS					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 12	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2360	# Pieces 1
Description 10,118.00/SNAP ON TOOLS					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 13	Involvement EVIDENCE	In Custody? Yes	Security No	# Pieces 1	
Description 2,827.34/FLOOR CLUB RENO					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 14	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2361	# Pieces 1
Description 12,030.23/LONNIE FRAZIER					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 15	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2369	# Pieces 1
Description \$15,017.39/GOOD GUYS					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 16	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2362	# Pieces 1
Description 2260.18/PDI SECURITY SYSTEMS					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 17	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2373	# Pieces 1
Description 5,000.00/DONOVAN MILLER					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 18	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2375	# Pieces 1
Description 1000.00/LARRY ZEIGLER					Typ A
Cat Other (none of the above)				Article CHECK	

RENO POLICE DEPARTMENT

Prop # 19	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2375	# Pieces 1
Description 1000.00/R.P. BARRON					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 20	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2377	# Pieces 1
Description 1,000.00/LYLE CRAMER					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 21	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2381	# Pieces 1
Description 6,000.00/KEITH SERPA					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 22	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2380	# Pieces 1
Description 5,500.00/GREEN RIVER ENVIRON					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 23	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2392	# Pieces 1
Description 9,500.00/MICHAELS OF RENO					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 24	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2399	# Pieces 1
Description 10,000.00/DEWEY WILLE					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 25	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2397	# Pieces 1
Description 13,000.00/LONNIE FRAZIER					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 26	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 1	# Pieces 1
Description 8,410.47/MIC					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 27	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2255	# Pieces 1
Description 25,342.76/ANTHONY DOSEN					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 28	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2374	# Pieces 1
Description 10,000.00/TONY DOSEN					Typ A
Cat Other (none of the above)				Article CHECK	
Prop # 29	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2350	# Pieces 1
Description 5,000.00/ANTHONY DOSEN					Typ A
Cat Other (none of the above)				Article CHECK	

RENO POLICE DEPARTMENT

Prop # 30	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No 2327	# Pieces 1			
Description 5,000.00/TONY DOSEN						Typ A		
Cat Other (none of the above)				Article CHECK				
Prop # 31	Involvement EVIDENCE	In Custody? Yes	Security No	Serial No EXHIBIT 13	# Pieces 2			
Description VIDEO OF INTERVIEW/ [REDACTED]						Typ A	Cat 4	Article VTAPE
Prop # 32	Involvement EVIDENCE	In Custody? Yes	Security No	# Pieces 1				
Description JOURNAL FROM OLSON						Typ A		
Cat Other (none of the above)				Article JOURNL				

Narrative

OVERVIEW CASE #03-27737

Charges Alleged:Exploitation of the Elderly NRS 200.5092

Victim: [REDACTED]-84 years of age
[REDACTED], RenoSuspects:1)Stewart Handte 04/05/1960
2)Anthony Dosen 04/24/1964

● Witnesses:1)Leon Jaferian CPA-826-8555

●

Mark Knobel/Attorney-333-0300

●

● 2)Dr. William McHugh-329-1122

● 3)Sundai Olson-Grand daughter (619)993-6879

● 4)Joan Olson-Daughter in Law (619)993-6879

● 5)

● 1)

● 2)

● 3)Exhibits:

● 4)

1)Consulting agreement

Taxpayer ID Request

●

● 2)Medical Evaluation/Dr. McHugh

● 3)CPA Jaferian report

● 4)Mark Knobel letter to Handte

● 5)Copy of checks involved

● 6)Copy of search warrant/account affidavit

● 7)CPA Jaferian cash flow report

RENO POLICE DEPARTMENT**Narrative**

- 8) Copy of motion filed by Attorney David Houston
- 9) Copy of Journal furnished by Olson
- 10) Statement of CPA Jaferian
- 11) Statement of Attorney Mark Knobel
- 12) Video interview with victim [REDACTED]
- 13) Patron report from the Reno Hilton/[REDACTED]
- 14)

DETAILS:

On today's date, Leon Jaferian, who is the CPA for the victim [REDACTED], and Mark Knobel, who is the attorney for the victim [REDACTED], responded to the Reno Police Department and met with myself. Jaferian had brought with him the original checks that had been processed through the account of [REDACTED] from January 2003 through June of 2003. Jaferian stated that he had been the CPA for [REDACTED] and her husband when he had been alive and has been handling her personal affairs for a couple of years. Jaferian stated that after the death of the husband of [REDACTED], she had needed assistance to handle her estate, which is very large. He continued to say that an individual only known to him at that time as "Rodney" had become the "friend" of [REDACTED], and had been taking of such duties as errands, and being a driver for her when needed. It was discovered after some time that Rodney was possibly taking advantage of [REDACTED], at which time he had been terminated from working for [REDACTED].

In October of 2002, Jaferian stated that the family had found a replacement for Rodney, in Stewart HANDTE, who was at that time employed by the Nevada Highway Patrol. HANDTE had been hired as a consultant, and as such an agreement had been drawn up by the attorney Knobel, (See exhibit #1). This agreement outlined the specific duties under which HANDTE would be employed, and a salary of \$4000 a month for his duties. This agreement had been signed on October 10, 2002 by HANDTE and also was signed by [REDACTED]. Along with the agreement was also signed a request for a taxpayer ID number by HANDTE (See exhibit #2). At that time HANDTE began to perform his duties, which were to assist [REDACTED] in her daily duties.

Specifically outlined in the consulting agreement under section 3, Duties, subsection (a), states: "The consultant shall provide security services, provide care and companionship to the [REDACTED] and other services in such areas as the [REDACTED] may from time to time request. Consultant agrees to perform all such services and duties as may be assigned to him from time to time by the [REDACTED] and to devote his full-time attention and best efforts to the performance thereof to the exclusion of all other consulting."

The agreement continues with section 3, Duties, subsection (b) which states: "The consultant and [REDACTED] acknowledge that the consultant will occupy a position requiring trust, honesty and duty of loyalty, the violation of which would put the [REDACTED] at risk of harm. Because of the degree of integrity required of consultant and the sensitive nature of consultants duties. Consultant represents that he is worthy of her trust. Further consultant agrees to fill out and sign a W-9 for consultants."

HANDTE had signed this agreement indicating that he would abide by all conditions, and as such under section 3 states, "he is worthy of her trust", meaning that he had gained her trust and confidence.

Jaferian stated that things appeared to be running smoothly from that time period until about January of 2003. At that time Jaferian stated that [REDACTED] had been brought into his office by HANDTE, and that HANDTE had been accompanied by a second male subject, later identified as Tony DOSEN. During the visit, HANDTE had told Jaferian that [REDACTED] wished to finance a business for him and DOSEN, that he had wanted to set up some type of loan with [REDACTED] doing the financing. Jaferian stated that he was wary of the arrangement, as he had been aware of [REDACTED] declining ability to understand her finances, and how easily she had been swayed by whatever HANDTE had told her. Jaferian had at that time contacted Knobel, who handles that trust for [REDACTED] and relayed the request to him for the financing by HANDTE. Jaferian stated that Knobel had also been concerned that [REDACTED]

RENO POLICE DEPARTMENT**Narrative**

was not able to comprehend what was taking place. Jaferian and Knobel had at that time told HANDTE that they would proceed to draw up paperwork for a loan, and ask HANDTE to provide them with financial statements outlining their planned business. He continued to say that he and Knobel hoped that this would stall the process long enough for them to contact Sunday Olson, who is the daughter in law, and get her involved in the process of checking into the business, and making sure that [REDACTED] knew what was going on. Knobel stated that at that meeting with HANDTE and DOSEN, he had specifically told both of them that they were not to issue any checks or money from the account of [REDACTED] until the details and the loan were secured and signed.

Jaferian stated that shortly after the meeting, he began to notice very large checks coming through the account of [REDACTED] trust. He became aware that HANDTE and DOSEN had opened a business in Reno, identified as BAD BOYZ INC., which was a motorcycle shop located on South Virginia Street. From January of 2003, through June 17, 2003, he had monitored the account and noticed that thirty (30) checks had passed through the account, for a total of over \$580,000.00. He noted that the majority of the checks appeared to be for tools and items possibly for the business listed as BAD BOYZ INC. He had also noted checks for a \$70,000 boat from Cope & McPetres Marine, a Cadillac from Scott Motors for \$65,443.46, and a Lexus for \$65,948.77. He also documented four checks that had been written to Tony DOSEN, listed as two checks for \$5000, one check for \$10,000, and one for \$25,343.76. In June, Jaferian had learned that another check for \$25,000 had been written to DOSEN, and which time he had contacted Knobel and advised him. Knobel had then advised Jaferian to place a stop payment on that check and close the account and make contact with Sunday Olson to make her aware of the situation. Jaferian stated that a short time after the account was closed, Sunday had petitioned the court and received guardianship over the affairs of [REDACTED].

Knobel stated that he had ask HANDTE about the expenditures to which HANDTE had told him that [REDACTED] had authorized them. Jaferian stated that it appeared that each of the checks in question were signed by [REDACTED], then given to HANDTE who filled out payees and amounts. Knobel stated that [REDACTED] mental condition is such that she would agree to whatever anyone who was with her at that time would suggest. Knobel stated that HANDTE knew specifically that he was not to issue checks on the account per their earlier meeting pending some type of loan papers being drawn up.

Jaferian stated that he is also in charge of monitoring [REDACTED] cash expenditures. He stated that he had charted her cash flow, and noted that from January of 2003, through the time the account was closed in June that her cash flow was extremely high, and then came back down. He attributed this to the fact that [REDACTED] would go into banks, and cash large checks, as large as \$30,000. He said that this created problems with the bank, and that they would have to call ahead to tell the bank to have that much cash on hand. [REDACTED] does have a history of gambling, only at the Reno Hilton, but not in those amounts. Jaferian and Knobel both feel that cash was being taken physically from [REDACTED] by HANDTE. Jaferian stated that on one occasion while in his office with [REDACTED], and HANDTE, he had ask [REDACTED] a question about a receipt, at which time HANDTE had taken the purse of [REDACTED] from her lap, opened the purse himself and removed items. On another occasion, Knobel stated that [REDACTED] had given a piece of paper to Jaferian, indicating on the paper that she wished to change her will and leave her house and money to HANDTE. Jaferian had brought [REDACTED], HANDTE and the paper to Knobel's office. Knobel had looked at the note on the paper, and began to seriously question [REDACTED] as to whether she really wanted to do this or not. Knobel and Jaferian had noted that during the time of the questions, HANDTE and DOSEN would be staring at [REDACTED] as if to make sure she would say the "right thing". Knobel stated that [REDACTED] appeared to be somewhat confused, but indicated that she had wanted to do that. HANDTE then backed out saying, no we don't want to do that now. Knobel stated that he will provide a copy of the note along with a statement concerning his conversations with HANDTE. Jaferian and Knobel stated that it was shortly after this that they got together with Sunday Olson to get guardianship for [REDACTED] and terminate the employment of HANDTE.

Knobel stated that the mental state of [REDACTED] is a real concern, and that she appears to be failing fairly fast at this time.

On August 13, 2003, I prepared two affidavits and made a request through the DA's office for a search warrant for the bank account of Stewart HANDTE. The bank account was identified as being from Wells Fargo Bank in the form of a checking account in the name of HANDTE, account # [REDACTED]. I then made contact with the on-call DA, who was Kristen Erickson. Erickson was advised of the above information concerning the case and the request for the search warrant along with a seizure order for the account to freeze any activity or removal of the

RENO POLICE DEPARTMENT**Narrative**

funds. I met with Erickson at the DA's office where the affidavits were reviewed and approved. The affidavits were then presented to Judge Schrader who reviewed the information and signed the search warrant and seizure order.

I then proceeded to Wells Fargo Bank, located at 401 Keystone, where I met with Donna Hughes, who was the acting manager for the branch. Hughes was served with the court order to freeze the account of HANDTE, and also with the search warrant requesting the records from the account. Hughes at that time advised me that the account had been frozen, and that it currently had approximately \$65,000.00 in it.

On August 13, 2003 at approximately, myself and Detective Greg Blair proceeded to ██████████ which is the residence of the victim ██████████. Once there, ██████████ met us in the driveway of the home, and invited into the home. Once inside, we were seated in the living room. I introduced myself along with Detective Blair to ██████████, who appeared to be alert and able to move about on her own. I then ask ██████████ if I could conduct an interview with her, and requested that the interview be video taped by Detective Blair, to which ██████████ stated that it would be OK. ██████████ appeared to be very open and agreeable to what was happening. The video tape was then started. I then ask ██████████ if she knew her address to which she recited her address correctly. I then ask her if she was under a doctors care for anything, to which she stated "no". I ask her if she was on any medication, to which she stated again "no". I then proceeded to advise her of the pending criminal investigation concerning HANDTE and DOSEN, and ask her if she had been made aware of the investigation by anyone else, to which she stated "no". ██████████ was ask if she knew HANDTE and DOSEN, to which she stated she did and that they were "nice boys". I then ask ██████████ if HANDTE was employed by her to which she stated "no". I then ask her to explain what HANDTE did for her, to which she stated to the effect little things here and there. It was during this time that she did appear to be somewhat confused and not clear about how to answer. I ask her if she had ever given HANDTE money, to which she stated "yes", but could not remember how much or when. She continued to say that she had not seen "the boys" for about a month and did not know why. I then ask her if she remembered a meeting the previous January in which HANDTE and DOSEN had ask her to fund a business, to which she stated "no". I ask her if she had ever given money to either HANDTE or DOSEN to fund a business, she stated "no". Several times she would tell me that she gets confused about things. I then showed ██████████ one of the checks in question that had been passed at Cope & McPhetres Marine for \$70,019.50, and ask her if she remembered signing the check. After looking at the check, ██████████ stated that it was her handwriting, but did not remember it. ██████████ stated that she did not remember giving any checks to HANDTE. I then ask ██████████ if she liked to gamble, to which she appeared to "perk" up and said "yes". I ask her where she gambled to which she stated the Reno Hilton. She stated that she liked to play blackjack, and sometimes the craps table. I then ask her if she would go to the bank and cash checks to gamble, to which she stated she did. She stated that she would cash a check for approximately \$5000.00, but would not take it all to the casino. She continued to say that she would usually play about \$1000 when ever she went. I then ask her if she ever had taken HANDTE or DOSEN with her to gamble to which she stated "yes". I ask her if she had ever given either of them money to gamble to which she stated, sometimes, but not often. After several other questions, the interview was terminated. I noted that during the interview, ██████████ was able to converse with me clearly, but did have trouble remembering anything in the past. At one point when ask if she gave money to anyone, she stated that she was very generous, and ask if we would like anything. It was apparent that she was not aware of any business dealings concerning the motor cycle shop or any money used from her account to finance the business by HANDTE.

On August 18, 2003, Sunday OLSON flew to Reno from her home in San Diego and met with me in the Reno Police Department. OLSON was scheduled this day to take the victim ██████████ to Dr. McHugh for a mental evaluation to see where she is currently both physically and mentally. OLSON stated that she is readily available for any assistance and as guardian for her grandmother, would also sign a release so that the mental evaluation by Dr. McHugh could be released to me. OLSON stated that when she had initially been introduced to HANDTE when he had been hired to care for ██████████, she had been impressed with how nice and attentive he was. As time had progressed, she stated that she noticed that HANDTE and DOSEN both seemed to alienate ██████████ from her and her father. OLSON stated that she became extremely suspicious of what HANDTE was doing, when HANDTE had called her and offered to sell her a Mercedes car that her grandmother had. OLSON stated that she was appalled as the vehicle that HANDTE was attempting to sell her, was a car that had been left to her by her grandfather when he had been alive. She had told HANDTE that the car he was trying to sell her was hers. HANDTE had then sold the vehicle to another party, and OLSON stated that she has no idea where the money for the vehicle went. OLSON stated that the CPA JAFERIAN had made her aware of the attempted business

RENO POLICE DEPARTMENT**Narrative**

dealings by HANDTE and OLSON, and that the attorney for the estate, NOBLE, had also expressed his deep concerns for [REDACTED] and what HANDTE and DOSEN were attempting to do and the money that had gone out without authorization.

On August 18, 2003, I attempted to contact HANDTE in an attempt to set up a possible interview. I made contact by telephone, and advised HANDTE of the pending criminal investigation involving him and DOSEN. HANDTE advised that he needed to speak with his attorney, which he stated at that time was Joel Barber. I noted that during the conversation, HANDTE did not mention or ask about his bank account which had been frozen earlier by the court order. A short time later, I received a phone call from an attorney identified as David Houston. Houston advised that he was now representing HANDTE and DOSEN, and wanted to know what was involved in the crime report. I advised Houston that I would like to interview each of them and that he was welcome to be present if he wished. He advised that he would check with his clients and call back. Some time later he re-contacted me and advised that he could set up interviews in his office at a later date. I told him that the interviews would have to be conducted in the Reno Police Department to which he stated that once again would have to consider it and would call back later with an answer.

On August 19, 2003, I received a call from attorney David Houston. Houston ask me why I had not advised him that the bank account of HANDTE had been frozen. I explained to him that the question was never brought up by either him or HANDTE at any time. He then advised that this may hamper the cooperation of his client as he "doesn't even have enough money for a hair cut". The conversation was then terminated. Later that date, I was advised that this office had received a phone call from a local branch of Wells Fargo Bank. The bank personnel advised that HANDTE was currently in the bank, and that he had told the bank that I had sent him to the bank to request that they "free up" some money for him. The bank had told HANDTE that this could not be done due to the court order freezing the account. The bank had then requested to give HANDTE a copy of the affidavit, which was done.

Since that conversation, I have been advised by several sources that HANDTE was in the process of attempting to sell off tools and items that he had purchased with the money of the victim, possibly in an attempt to get money for an attorney.

On August 20, 2003, I met with Dr. McHugh at Washoe Medical Center. Dr. McHugh stated that he had done the evaluation of [REDACTED] and would share the results at that time. He stated that he had conducted an evaluation which is a basic evaluation of her mental state and issues a score accordingly. He continued to explain that the basis for the test attempts to see if she is aware of her surroundings, able to communicate, and some spacial relationships. When completed he issued a score of [REDACTED]. Dr. McHugh stated that this test has a range of 1 to 30. He continued to say that [REDACTED] is suffering from [REDACTED] but is continuing to operate on a pretty even basis due to her medication. I then ask Dr. McHugh if he remembered doing an evaluation on [REDACTED] in February of 2001 where she had scored a [REDACTED] at that time. He stated that he did, and that she is about the same now as then, declining slightly. I then ask Dr. McHugh that in his professional opinion, was [REDACTED] able to make proper decisions concerning her affairs, such as the money, to which he stated "absolutely not". I ask him if she had been able to make those decisions back in February of 2001 when he had evaluated her then, to which he stated "no". I then ask Dr. McHugh if he would testify in court if needed about the mental status of [REDACTED], to which he stated that he would cooperate fully.

On August 25, 2003, I received a phone call from Leon Jaferian. He wanted to report that he had received a phone call from an individual by the name of Ken Peel (333-6667). Peel identified himself as a private investigator that had been hired by Handte. Jaferian stated that he was not going to communicate with him, only wanted to report the contact.

On September 2, 2003, I met with Joan Olson, who is the daughter-in-law of the victim [REDACTED]. Olson currently resides in Wisconsin and was in Reno to assist [REDACTED] with some personal matters. Olson related that she had originally come to Reno in May of 2003, at the request of the family as there was an extreme concern about what was happening with [REDACTED], Handte, and Dosen. Olson stated that she had stayed with [REDACTED] through July 2003. Olson stated that during her stay with [REDACTED], she had observed the actions of Handte and Dosen, and as a result had kept a daily journal. Olson had brought the journal with her and stated that she would give to me. Olson stated that while at the house, she would observe Handte and Dosen to be very involved in the daily routine of

RENO POLICE DEPARTMENT**Narrative**

█, from opening her mail, to accessing areas of the home that she would seem to be areas that they should not be in. She noticed often that it would appear that Handte and Dosen would purposely separate her from █ and always felt suspicious that things were not well. She had noticed on several occasions that █ would try to give Handte money, but that Handte would make an obvious act to turn it down at which time █ would leave money on a counter or table. Olson would observe later that the money would be missing. Olson advised that she was leaving on this date to return to Wisconsin and would be available. Since the interview with Olson, I have been advised by several sources that Handte is currently attempting to sell tools and equipment he had purchased using the proceeds of █, to a company in Vacaville California. Also sources have indicated that Handte has also attempted to hide vehicles and or the boat in question in the Reno-Carson City area.

CONCLUSION:

This investigation has revealed that Stewart Handte and Anthony Dosen had assumed the position of caring for the victim █. During the time of this care, Handte and Dosen had attempted to engage █ in the financing of a business listed as Bad Boyz Inc. In January of 2003, they had been advised by the attorney for the estate of █, Mark Knobel, and the CPA Leon Jaferian that the terms of the proposed loan would have to be worked out and in the mean time no money was to come from █ for the financing of the company. The evidence shows that Dr. McHugh had done a mental evaluation in 2001 and listed █ as having a score of █, which by Dr. McHugh's own medical opinion is not of sound mind to handle her own affairs without assistance. The evidence also shows that since Handte and Dosen were advised not to spend any money from █ toward their business, Handte and Dosen would have █ sign thirty (30) checks totalling 556,616.03, which were used to buy several cars, a boat, tools, motorcycles and payment of thousands of dollars to Dosen. That the victim █ is 84 years of age and qualifies under the statute as an older person. As a result it is evident that Handte and Dosen have violated the statute of Exploitation of the elderly by "any act taken by a person(s) who has the trust and confidence of an older person, through deception, undue influence, with the intention of permanently depriving the older person of the ownership". I am therefore requesting a warrant for the arrest of Stewart Handte and Anthony Dosen for exploitation of the elderly.

RENO POLICE DEPARTMENT



P.O. BOX 1900

455 E 2ND ST

Reno NV 89502

Phone
775-334-2175

Fax

Reported Date

10/30/2003

Rpt/Incident Typ

INCIDENT

Emp #

HOUSTON, RANDY

Administrative Information

Agency RENO POLICE DEPARTMENT	OCA # 03-27737	Supplement No 0002	Reported Date 10/30/2003	Reported Time 00:01	CAD Call No 032020834
Status REPORT TO FOLLOW	Rpt/Incident Typ INCIDENT				
Location [REDACTED]					City RENO
Rep Dist J6C1	From Date 10/10/2002	To Date 06/17/2003	Emp # R0306/HOUSTON, RANDY		
Assignment Detectives - Days - Fraud		Author R0306	Assignment Detectives - Days - Fraud		RMS Transfer Successful
Approving Officer R0894		Approval Date 11/25/2003	Approval Time 17:45:08		

Property

Prop # 1	Involvement EVIDENCE	In Custody? Yes	Security No	# Pieces 1			
Description 3 RINGER BINDER/W DETAILS					Type A	Cat 1	Article BINDER

Narrative

DETAILS:

Today at the request of Dan Greco, and Kellie Villoria of the Washoe County District Attorneys Office, I attended a meeting concerning the pending case involving the exploitation of the elderly case involving Stewart Handte.

Greco advised me of the following concerning their evaluation of the facts and circumstances concerning prosecution. He stated that this case was initially given to Carl Hall and his team for processing. Carl Hall advised them that he is a personal friend of Handte and that there would be a possible conflict of interest. As a result the case was sent up to John Helzer and staffed with him. At that time Helzer made the decision to have the case sent to the major crimes unit, Dan Greco, who in turn assigned the case to Kellie Villoria.

Kellie stated that she reviewed all of the case and the facts involved, and also reviewed the memo sent by DA Derrick Dreiling. Dreiling's memo address numerous concerns about the ability to prove the case. Issues of concern are the fact that a contract was signed by the victim in the presence of her attorney and Handte which allowed for the giving of "gifts". There were also concerns about the family feeling alright about receiving gifts and money from the victim, but now that Handte was also receiving so-called gifts, why did the family now want to get involved. There was an issue as to why the family did not proceed with guardianship when this was discovered. There were several other concerns that were also addressed.

As a result, Dan stated that they took to case and staffed it with Dick Gammick and Helzer and round tabled their concerns. At that time the decision was made by Gammick that this was not a provable case and the decision of the DAs office would be to no proceed with criminal action.

I expressed my concerns about the case and my feeling that this is a case that could be pursued, but that I would have no option other than to abide with the decision of the DAs office. I have a meeting scheduled with Mark Knobel and several other people involved with this case on Monday November 3, 2003 at 0900. I will advise them at that meeting that this case will be closed with no further action taken as recommended by the DAs office. Mr. Knobel has already advised that they will proceed civilly against Handte. No further at this time.



**Reno Police Department
EVIDENCE DISPOSITION AUTHORIZATION**

CASE NO 03-27737

Date: **5/15/6** Offense: **FRAUD**

Assigned to: **HOUSTON**

Case Status: **NO-ISSUE**

This form was prepared by: **MITCHELL** ^{MM}

Date: **5/15/6**

The following items will be: released disposed of denied (reason denied:)

B20902 -VIDEO 37-2

B20903-JOURNAL FROM OLSON 37-2

B20904-6 CHECKS 37-2

B25029-3 RING BINDER - ~~be~~ went to INV. 6/7/9.

FAILURE TO PROSECUTE THIS CASE WAS
A TRAVESTY

If applicable, NCIC gun check on serial no and recipient done by _____ on this date:

Signature of Authorizing Investigator	Date
<i>Randy Houston</i>	5/16/06
Signature of Authorizing City Attorney (if required)	Date
Signature of Other Authorizing Party (if required)	Date

Date Property Released:

By:

Date Property Destroyed: 5/17/6

By: *Mitchell*

Certified Letter Notification Sent:

Sent by:

Name of Person property released to:	Phone:
Address:	
Social Security Number:	Date of Birth:
Signature of Person Receiving Property	Date

03-27737

DISTRICT ATTORNEY NO-ISSUE MEMORANDUM

TO AGENCY: RPD OFFICER/BADGE NO: R. HOUSTON

AGENCY CASE NO.: RP03-027737 DA CASE NO.: 318634

RE: SUSPECT(S): STEWART HANDTE + ANTHONY DOSEN

Prosecution of this case has been declined for the following reasons:

- A. Lack of Corpus
- B. Lack of Sufficient Evidence
- C. Inadmissible Search & Seizure
- D. Victim Unavailable
- E. Victim Declines to Testify
- F. Refer to Another Jurisdiction
- G. Refer to City Attorney in Reno/Sparks
- H. Plea/Conviction to Case # _____
- I. Civil Matter
- J. Interest of Justice
- K. Bank Records Not Provided
- L. Clear Self Defense
- M. Mutual Combat
- N. Defendant Deceased
- O. Temporary Protection Order Process
- P. Statute of Limitations Has Run
- Q. Further Investigation Needed (See Attached Form)
- R. Other (Indicate Reason in "Remarks" Section)

REMARKS: See Memo attached

RECEIVED NOV - 3 2003

Resubmit when investigation complete.

DATE: 10-30-03 DEPUTY DA: K. Siloria

03-27737



Washoe County District Attorney

RICHARD A. GAMMICK
DISTRICT ATTORNEY

MEMORANDUM

TO: Detective Randy Houston
Reno Police Department

FROM: KELLI ANNE VILORIA
Deputy District Attorney

RE: Warrant Request for Stewart Handte and Anthony Dosen; RP03-027737

DATE: October 30, 2003

Please be advised that I have reviewed all the materials presented to me in this case. Despite a very thorough investigation, and as you know, pursuant to our meeting of October 30, 2003, I have concluded that the evidence in the case is such that I cannot prove the elements of Exploitation of the Elderly, a violation of NRS 200.5092, beyond a reasonable doubt. Please feel free to contact me if you have any questions.

Sincerely,

RICHARD A. GAMMICK
District Attorney

By Kelli Anne Viloria
KELLI ANNE VILORIA
Deputy District Attorney

RECEIVED NOV - 8 2003

03-27737

Utilities Print... Moves Add New Property Next Actions Log on/Log Off

Ver:5/8/2006 1:05:05 PM
(Check boxes moved to Menu/Utiliti

OCA#: ---or--- Bar Code: and Item No:





---or---Location

Other searches:

Name (Last / First)

Last Search: Report# 030027737

Property for this Case, Tag or Location

Details	Bar Code:	Item No:	OCA#:	Description	Storage:	Article:	Brand:	Model:	# Pieces:	Ser
	B20902	0	030027737	VIDEO OF INTERVIEW/HART	37-2					
	B20903	0	030027737	JOURNAL FROM OLSON	37-2					
	B20904	0	030027737	ITEM NO. 6 CHECKS.	37-2					
	B25029	0	030027737	3 RINGER BINDER/W DETAILS	INV					



2
@M/V
FRAUD
STATE AGING

RENO POLICE DEPARTMENT



STATEMENT

FOR POLICE USE ONLY:

CASE NO. 03-27737

TAKEN BY: CSO MORAN #1159

PERSON MAKING THE STATEMENT

NAME OF PERSON MAKING STATEMENT: Jennifer Ripley OTHER NAMES USED: None

RESIDENCE (Street) ADDRESS: 445 Apple St #104 HOME PHONE: -

(City, State, Zip) Reno, NV 89502 WORK PHONE: 688-2964 x236

RACE: White Black Other Indian Asian SEX: Male Female DATE OF BIRTH: 2/16/71 SOCIAL SEC NO: -

CELLPAGER: FAX 688-2905 OTHER NO. TO CALL: -

OCCUPATION AND WHERE EMPLOYED: Social Worker DAS NV State WORK HOURS: M-F 8-5

WORK/SCHOOL ADDRESS: 445 Apple St #104 Reno NV 89502 DAYS OFF: Sat/Sun

INVOLVEMENT: Driver Passenger Cor-plainant Victim Witness MY LOCATION WHEN THE EVENT OCCURRED: -

WRITTEN STATEMENT

1

2 Please see written statement.

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13 For further questions on this report, please contact

14 Ellen Martinelli.



STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
DIVISION FOR AGING SERVICES

ELLEN MARTINELLI, LSW
SOCIAL WORKER II
ELDER RIGHTS UNIT

445 Apple Street, No. 104
Reno, NV 89502

Email: dasreno@aging.state.nv.us

Phone: 775-688-2964
Fax: 775-688-2909
688-2905

DATE & TIME
OF STATEMENT: Date 7-21-03 Time 1505

JUL 23 '03 16:49

NUMBER OF PAGES IN STATEMENT: 2

SIGNATURE OF PERSON MAKING THIS STATEMENT: X Jennifer Ripley

FOR POLICE USE ONLY: RELS. TO: DATE: BY:

DISSEMINATION RESTRICTED TO CRIMINAL JUSTICE AGENCIES ONLY. SECONDARY DISSEMINATION IS PROHIBITED.

STATEMENT

PAGE 2

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Elder Protective Services (EPS) is currently investigating allegations of exploitation of [REDACTED] who resides at [REDACTED], Reno. (See attached copy of the report made to EPS (1) [REDACTED] is an 84 year-old, female. Attached is a copy of a contract signed by her and her employee, Stewart Handte. (2) Stewart and another former highway patrolman, Tony Dosen, are putting together a business called Bad Boyz Cycles and they presented a business plan to [REDACTED] attorney Mark Knobel in order to get funding from [REDACTED]. (3) Mark Knobel wrote a letter to Stewart and Tony on 7/14/03 documenting, "...Mrs. [REDACTED] unequivocally stated that she did not want to fund, in any manner, the business proposal you furnished me." (4) Attached are copies of checks written out of [REDACTED] account to Tony and other entities. (5) These checks have been provided by [REDACTED] accountant, Leon Jaferian, who also compiled a list of the questionable checks totaling \$587,633.28. (6)

Daughter-in-law, Joan Olson, from Wisconsin is currently staying with [REDACTED]. Judge Jordan entered an order for temporary guardian on 7/11/03. Daylin Hendricks, NV State Bank has temp co-guardian of estate along with a granddaughter, Sunday Olson.

Also attached is a letter addressing the mental status of [REDACTED] by Dr. Ronald Smith, written 5/19/03. (7)

Written by Jennifer Ripley, LSW *JWR*
Elder Protective Services
State of Nevada

03-27737

DIVISION FOR AGING SERVICES
EPS DATABASE INPUT

Intake Worker: AMOM

Case ID: RNP- 04-0033 EPS: EM

Priority: U LT

History: RNP- 0
Dates: Reported: 07/11/03

Opened: _____

Closed: _____

VICTIM

Name (Last/First/MI): _____

SSN: _____

Address: _____

Phone: _____

Nearest Cross Street: _____

City: Kenilworth ZIP: 84509 County: WA Sex: M F

DOB: _____ Age: 84

Race: White African American Hispanic Asian Native American
Pacific Islander Not Identified Unknown

Marital: Single Married Divorced Widow(er) Unknown

Living: Own Home Suspect's Home Relative's Home Friend's Home
Group Home Nursing Facility Homeless Other

REPORTER (Source)

Name (Last/First/MI): _____

Phone: _____

Reporter's Relationship to Victim: _____

SUSPECT

Name (Last/First/MI): HANDEE, STEWART
DOSEN, ANTHONY

Age: 40's

SSN: _____

Address: _____

Phone: _____

City: _____ State: _____ ZIP: _____

Suspect's Relationship to Victim:

Self Spouse Sibling Son Daughter Other Relative
Friend Neighbor Service Provider Significant Other Guardian
Attorney in Fact Other None

Complaint

	Abuse	Neglect	Self Neglect	Exploitation	Isolation
Allegation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Substantiated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unsubstantiated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Referred To: Health/BLC Welfare/Medicaid Welfare/Protective Services County Protective Svcs
Business/Protection & Advocacy MH/MR Law Enforcement CHIP DAS/ER
Public Guardian DA Legal Svcs Social Svcs Medical Other None

Comments: [SEE OTHER SIDE]

Lives with: alone

Doctor: Ronald Smith #329-3002 } William McHugh (Neuro)
Medications: _____ } #329-1122
Diagnosis: _____

Collateral Contacts: _____

Services in Place: does have housekeeper (private)

Problems as stated by Reporter: _____

- (V) widows 2 1/2 yrs now

- (S)'s BOTH FINGER RING PITIOLMEN

- (V) WAS SEEN BY NEURO ON 5/24/03? TO EVALUATE MENTAL STATUS

- (S)'S MOVE INTO (V)'S HOME ≈ NOV./DEC. 2002

- SUBSTANTIAL AMOUNT OF CHECKS DONE

CHECKS MADE PAYABLE TO (S)

TOTAL OF CHECKS ≈ \$500,000 3

UP TO 4 CARS BOUGHT W/IN LAST 6 MONTHS

BMW

LEXUS

CHEVY TRUCK

FORD EXPEDITION

BOAT, tools

- (V) DOESN'T DRIVE

- (V) HAS ACCOUNTANT LEON AEFERIN #826-8555

HE IS THE ONE WHO STARTED TO QUESTION CHECKS

ATTORNEY

- (S) HAVE STATED (V) AGREED TO W/P THEM W/A

LOAN TO START UP A BUSINESS

- (S) OPENED BUSINESS BAD BOYZ MOTORCYCLE SHOP

" IN S. VIRGINIA

- POA ESTABLISHED FOR (V) IN 02/03; one possibly pre-dates

the POA → Sunday Olson NAMED AS POA

Sunday Olson c.# 619-993-6879, (w) 858-623-5844 x 107

* - JUDGE JORDAN ENTERED ORDER FOR TEMP. GUARDIAN

TODAY 07-11-03

Lives with: _____

Doctor: _____

Medications: _____

Diagnosis: _____

Collateral Contacts: _____

Services in Place: _____

Problems as stated by Reporter:

(CONT.)

- (V) HAS TREMENDOUS AMOUNT OF LIQUID ASSETS

- (V) ESTABLISHED W/ NV. STATE BANK

WHERE 4 TRUST ACCTS + CHECKING ACCT SET UP

- NV. STATE BANK HAS BEEN NAMED CO-GUARDIAN OF THE ESTATE; DAYLIN MENDRICKS BANK MANAGER # 688-7998

- ATTORNEY -> MARK KNOBEL OFFICE # 333-0300, C# 233-5555
FAX # 333-0305- P/P STATED WANDTE WAS HIRED (CONTRACT IN PLACE) TO BE CONSULTANT, COMPANION, TAKE CARE OF HEALTHCARE
≈ 09/02 PAID \$400, - A MONTH

- (V) + HUSBAND PRIOR TO HIS DEATH WOULD BUY A NEW CAR ALMOST YRLY, (V) LIKES TO GAMBLE, BOUGHT SOME SUV SHE MET AT THE CASINO A NEW CAR AROUND SUMMERTIME LAST YR.

- (S)'S MOST OF THEIR STUFF IS OUT OF (V)'S HOME, BUT THEY (S) CONSTANTLY STOP BY

- (V)'S D-IN-LAW, JOAN OLSEN (FROM WISCONSIN) HAS STAYED W/ (V)

CONSULTING AGREEMENT

03-27737.

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into as of the 10th day of October, 2002 (the "Effective Date") by and between [REDACTED] and Stewart Handie, (the "Consultant").

WHEREAS, the [REDACTED] desires to enter into an consulting relationship with [REDACTED] on certain terms and conditions as set forth herein and Consultant is willing to accept consulting by [REDACTED] on such terms and conditions;

NOW, THEREFORE, Consultant, in consideration of the foregoing recital, which is hereby made part of this Agreement, and the mutual covenants and promises herein, [REDACTED] and Consultant agree as follows:

Section 1. CONSULTING. The [REDACTED] hereby desires that Consultant serve in the capacity of security and care provider and for such other work as to which the [REDACTED] so assigns from time to time, and Consultant hereby accepts such consulting on the terms and conditions set forth herein.

Section 2. Limited Authority. Consultant shall not have any authority on behalf of [REDACTED] (i) to contract, (ii) to sign any check, instrument or obligation, (iii) to deposit or withdraw any funds, (iv) to execute any document, (v) to charge any items or otherwise incur any debt and (vi) to otherwise act on behalf of [REDACTED].

Section 3. Duties.

(a) The Consultant shall provide security services, provide care and companionship to the [REDACTED] and other services in such areas as the [REDACTED] may from time to time request. Consultant agrees to perform all such services and duties as may be assigned to him from time to time by the [REDACTED] and to devote his full-time attention and best efforts to the performance thereof to the exclusion of all other consulting.

(b) The Consultant and [REDACTED] acknowledge that the Consultant will occupy a position requiring trust, honesty and a duty of loyalty, the violation of which would put the [REDACTED] at risk of harm. Because of the degree of integrity required of Consultant and the sensitive nature of Consultant's duties, Consultant represents that he is worthy of her trust. Further Consultant agrees to fill out and sign a W-9 for Consultants. Further, Consultant agrees to provide whatever information is required and fill out and sign application for any medical or fidelity or liability insurance.

Section 4. Term. The term of consulting shall begin as of the Effective Date and continue until either terminated as provided in this Agreement or until the first anniversary of the effective date, unless the [REDACTED] extends this Agreement in writing within thirty (30) days prior to the end of such term. Each extension of the term shall be for a period of one (1) year which also may be extended by thirty (30) days by advance written notice by Hart and all extended terms shall be subject to the terms and conditions of this Agreement.

Section 5. Salary and Other Compensation. As compensation for all of his services to be rendered by the Consultant to the Hart pursuant to this Agreement or otherwise the Consultant shall be paid the following compensation and other benefits:

(a) **Annual Base Salary:** The Consultant's "Annual Base Salary" shall be \$4,000.00 per month less payroll and withholding taxes, payable according to Hart's standard payroll practices.

(b) **Bonus.** [REDACTED] in her sole and absolute discretion can declare a bonus to Consultant.

(c) **Consultant Benefit Plans:** The Consultant acknowledges that there are no profit sharing plans, retirement plans, insurance or other Consultant benefit plans maintained by the [REDACTED].

(d) **No Vacation Plan:** The Consultant shall not be entitled to accrual of any paid vacation and leave.

Section 6. Non-Disclosure of Confidential Information. The Consultant acknowledges that in and as a result of consulting by the [REDACTED], the Consultant will be making use of, acquiring, and/or adding to confidential information of a special and unique nature and value relating to matters (which are deemed for all purposes to be confidential and proprietary) such as the [REDACTED] financial affairs, confidential reports or documents on estate matters, financial information, tax, business or personal affairs of the [REDACTED]. As a material inducement to the [REDACTED] to enter into this Agreement and to pay to Consultant the compensation set forth in Section 4 hereof, the Consultant agrees that he shall not at any time during or following his consulting, either directly or indirectly divulge or disclose for any purpose whatsoever any confidential information that has been obtained by or disclosed to him as a result of his consulting by the [REDACTED]. In the event of a breach or threatened breach by Consultant of any of the provisions of this Section 6, the [REDACTED], in addition to and not in limitation of any other rights, remedies, or damages available to the [REDACTED] at law or in equity, shall be entitled to seek damages and/or an injunction in order to prevent or restrain any such breach by the Consultant or by Consultant's partners, agents, representatives, servants, [REDACTED] Consultants, family members, and/or any and all persons directly or indirectly acting for or with her. Notwithstanding the foregoing, however, the restrictions under this Section 6 shall not apply to (1) information released to the public by [REDACTED]; (2) information required to be disclosed (i) pursuant to an order of a court or subpoena.

Section 7. Termination. Consulting of the Consultant under this Agreement will be terminated for any of the events set forth below in this Section 7:

(a) [REDACTED] shall have the right to terminate Consultant's consulting for cause (as defined below) at any time upon five (5) days written notice to the Consultant. For purposes of this Agreement "cause" shall include but is not limited to: (1) the Consultant's material or substantial breach of this Agreement; (2) Consultant's refusal or failure to perform the duties assigned to him from time to time under this Agreement; (3) the Consultant's breach of his common law duty of loyalty to [REDACTED]; (4) the Consultant's conviction of a felony or any crime that reflects adversely on his character or on [REDACTED]; (5) any conduct or action on the Consultant's part that causes public discredit on himself or [REDACTED]; (6) acceptance by Consultant of other consulting; (7) the continuous substandard performance and/or other inattention to duties required by this Agreement as determined in the reasonable discretion of [REDACTED]; (8) the failure of Consultant to have or remain eligible for a surety bond at reasonable costs; and (9) dishonesty or misappropriation of [REDACTED] property or; (10) insurance company, at its standard rates, will not issue a fidelity bond covering



Consultant. In the event of Consultant's termination for cause, Consultant shall receive his regular compensation up to the date of termination;

- (b) The Consultant's death;
- (c) The election of the Consultant upon 30 days advance notice to the [redacted] or,
- (d) The election of the [redacted] upon 30 days advance notice to the Consultant.

03-27737

Section 8. Return of Materials. Upon the termination of the Consultant's consulting, the Consultant shall return to the [redacted] originals and copies of all notes, records, keys and any other documents provided by the [redacted] or otherwise provided to the Consultant for consulting with the [redacted].

Section 9. Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement, shall not affect the validity or enforceability or constitute a waiver or future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

Section 10. Arbitration. Except for [redacted] seeking injunctive relief pursuant to Section 8, any controversy or claim arising out of or relating to this Agreement or the making, performance or interpretation thereof shall be resolved by binding arbitration in Reno, Nevada, in accordance with the rules of the American Arbitration Association National Rules for Resolution of consulting. Disputes then in effect, and judgement on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Section 11. Attorneys fees and costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding including appeals in addition to any other relief to which may be entitled.

Section 12. Governing Law. This Agreement shall in all respects be subject to, and governed by, the laws of the State of Nevada.

Section 13. Severability. The invalidity or unenforceability of any provision in this Agreement shall not in any way affect the validity or enforceability of any other provision and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had never been in the Agreement.

Section 14. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date served personally on the party to whom notice is to be given or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

Section 15. Assignment. That the rights and benefits under this Agreement may not be assigned without the prior written consent of the other party.

Section 16. Amendments. This Agreement may be amended at any time by mutual consent of the parties hereto, with any such amendment to be invalid unless in writing; signed by the [redacted] and the Consultant.

Section 17. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Consultant and the [redacted] with respect to the activities of Consultant, and no representations, promises, agreements or understandings, written or oral, relating to the services performed by the Consultant for the [redacted] not contained herein shall be of any force or effect.

Section 18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the [redacted] and the Consultant and their respective heirs, personal and legal representatives, successors, and assigns.


Section 19. References to Gender and Number Terms. In construing this Agreement, feminine or number pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

Section 20. Legal Representation. Consultant acknowledges that Avansino, Melarkey, Knobel & Mulligan law firm represents [redacted] only and Consultant has been advised to seek independent counsel of his own choosing.

Section 21. Relationship. The parties intend that this Agreement does not create any partnership, joint venture, association, power of attorney, agency or other relationship but only creates a consulting relationship.

IN WITNESS WHEREOF, the Hart and Consultant have duly executed this Agreement as of the date first above written.

Hart:
By: [redacted]
[redacted]

Consultant:
By: 
STEWART HANDE
Address: 5331 SIMONS DR.
RENO NV. 89523
SSN: [redacted]

03-27737

Form **W-9**
(Rev. December 1995)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Name (if a joint account or you changed your name, see Specific Instructions on page 2.)
STEWART EVANS HANDTE

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.):
5331 SIMONS DRIVE

City, state, and ZIP code:
ARNO W. 89523

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

List account number(s) here (optional)

PHONE # **(775) 747-4499**


Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here | Signature  | Date **10/10/02**

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

03-7737
775-7737

Leon Jaferian, CPA
A Full Service Professional Accounting Firm
Telephone (818) 788-3778 L.A.
Telefax L.A (818) 788-3047
Telephone (775) 826-8555 Reno
Telefax (775) 826-8478
E-mail: Jaferian@aol.com

for my
fax.

Facsimile

This facsimile may contain **PRIVILEGED AND/OR CONFIDENTIAL INFORMATION** intended only for the use of the addressee. If you are not the addressee, or the person responsible for delivering it to the person addressed, you may not copy or deliver it to anyone else. If you received this facsimile by mistake, please notify us by telephone immediately. Thank you.

IF UNREADABLE OR INCOMPLETE PLEASE CALL

To: Mark Knobel Pages, including this page: 2
From: Leon Jaferian *Ja*
Date: June 24, 2003
Subject: Bad Boyz Inc.

Dear Mark:

Attached please find the list of checks written for Bad Boyz Inc., checks written to Tony; and Cars (Tony's Lexus and Stewart's BMW) and the boat.

I am mailing to you today copies of the checks.

Regards,
Leon



03-27737

Themia Hart

2003

Ck Number	Payee	Amount
	CARS, BOAT?	
2254	Cope & McPhetres Marine	\$ 70,019.50
2204	Scott Motor Co	65,443.46
2293	Lexus	66,948.77
	TONY	
2327	Tony Dosen	5,000.00
2350	Tony Dosen	5,000.00
2374	Tony Dosen	10,000.00
	BAD BOYZ INC	
2255	Tony	25,342.76
2317	Bill Pearce Motors	69,201.60
2335	MIS	41,978.75
2338	Well Cargo Trailer Sales	9,000.00
2343	MIS	50,177.17
2352	Michaels of Reno	8,600.00
2355	Dyno Jet	26,075.00
2356	Grainger	12,765.97
2357	Snap on Tools	11,388.09
2358	Champion Chevrolet	42,554.81
2359	The Floor Club Three	2,827.34
2360	Snap on Tools	10,118.00
2361	Lonnie Frazier	12,030.23
2362	PDI Security System	2,260.18
2369	Good Guys	15,017.39
2373	Donovan Miller	5,000.00
2375	Larry Zeigler	1,000.00
2376	RP Barrow	1,000.00
2377	Lyle Cramer	1,000.00
2380	Green River Environment Products	5,500.00
2381	Keith Serpa	6,000.00
2394	Bancard Center # [REDACTED]	6,484.26
	Total	587,633.28

03-27737

2204

PTD 4-23-87

RENO, NV 89508

DATE 01-10-03

✓ 9-7/1126 40

PAY TO THE ORDER OF

SCOTT Motor Co.

\$ 65,443.46

Scott Motor Co. I have authorized this check for \$65,443.46 DOLLARS



NEVADA STATE BANK

P.O. Box 2381
RENO, NEVADA 89506
www.nsbank.com

FOR

CA 89579

MAKING A DEPOSIT

03-27737

[Redacted] 2254
 RENO, NV 89509 OTD 4-23-87
 PAY TO THE ORDER OF COPE & MCPHETRE'S MARINE DATE JANUARY 18, 2003 4-71121
SEVENTY THOUSAND & NINETEEN ⁵⁰/₁₀₀ \$ 70,019.50
NSB NEVADA STATE BANK DOLLARS
 P.O. BOX 2351
 RENO, NEVADA 89503
 www.nsbank.com
 FOR [Redacted]

[Redacted] 2296
 RENO, NV 89509 OTD 4-23-87
 PAY TO THE ORDER OF LEXUS DATE 3-28-03 4-71121
Sixty five thousand nine hundred forty eight and ¹⁰/₁₀₀ \$ 65,948.10
NSB NEVADA STATE BANK DOLLARS
 P.O. BOX 2351
 RENO, NEVADA 89503
 www.nsbank.com
 FOR [Redacted] *Vehicle*

RENO, NV 89509

DATE June 29, 2003

94-7711224 40

PAY TO THE ORDER OF

Anthony Rosen

\$25,342.76

Twenty Five Thousand Three Hundred Forty Two and 76/100

DOLLARS

NEVADA STATE BANK

P.O. BOX 2341
RENO, NEVADA 89504
www.nsbank.com

FOR

[Redacted]

2317

OTD 4-23-87

RENO, NV 89509

DATE MARCH 31 2003

94-7711224 40

PAY TO THE ORDER OF

BEAL PEARCE MOTORS

\$69,201.60

SIXTY NINE THOUSAND & TWO HUNDRED & SIX & 60/100

DOLLARS

NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

BAO 73042

FOR

[Redacted]

2335

OTD 4-23-87

RENO, NV 89509

DATE 4-6-03

94-7711224 40

PAY TO THE ORDER OF

M.I.S.

\$41,978.72

Forty One Thousand Nine Hundred Seventy Eight and 72/100

DOLLARS

NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

BAO 73042

FOR

4403 AM

[Redacted]

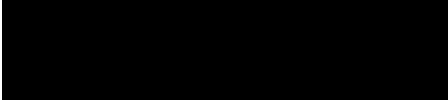
03-27737

RENO, NV 89509
 DTD 4-23-87
 2327
 PAY TO THE ORDER OF Tony Deven DATE 4-1-03 94-771122A 40
Five Thousand and 00/100 \$ 5,000 DOLLARS
 NSB NEVADA STATE BANK
 P.O. BOX 2351
 RENO, NEVADA 89506
 www.nsbank.com
 FOR _____

RENO, NV 89509
 DTD 4-23-87
 2350
 PAY TO THE ORDER OF Anthony Deven DATE Aug 1 - 2003 94-771122A 40
Five Thousand and 00/100 \$ 5,000.00 DOLLARS
 NSB NEVADA STATE BANK
 P.O. BOX 2351
 RENO, NEVADA 89506
 www.nsbank.com
 FOR _____

RENO, NV 89509
 DTD 4-23-87
 2374
 PAY TO THE ORDER OF Tony Deven DATE May 15 2003 94-771122A 40
Five Thousand and 00/100 \$ 10,000 DOLLARS
 NSB NEVADA STATE BANK
 P.O. BOX 2351
 RENO, NEVADA 89506
 www.nsbank.com
 FOR _____

03-27737



DTD 4-23-87

RENO, NV 89509

DATE 4-16-03

94-7711224 60

PAY TO THE ORDER OF

WELLS CARGO TRAILER SALES

\$ 9,000

Nine Thousand Dollars and 00/100

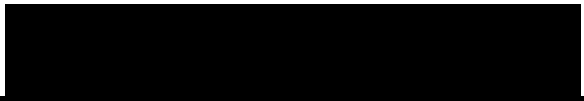
DOLLARS



NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

TBAO BOYZ



FOR



2343



DTD 4-23-87

RENO, NV 89509

DATE APRIL 29, 2003

94-7711224 60

PAY TO THE ORDER OF

MURPHY INDUSTRIAL SALES

\$ 50,177.17

FIFTY THOUSAND & ONE HUNDRED & SEVENTY SEVEN & 17/100

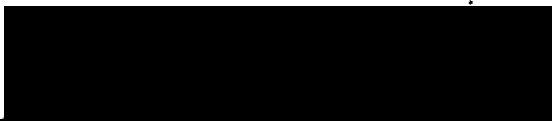
DOLLARS



NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

BAD BOYS



FOR

EQUIPMENT



2352



DTD 4-23-87

RENO, NV 89509

DATE MAY 2, 2003

94-7711224 60

PAY TO THE ORDER OF

MICHAEL'S OF RENO

\$ 9,500.00

*852-6611
will clear
this time*

NINE THOUSAND & FIVE HUNDRED & 00/100

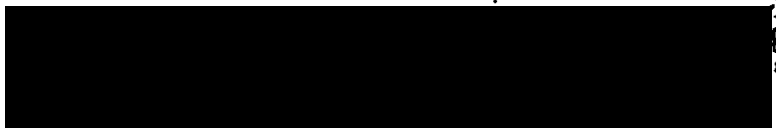
DOLLARS



NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

TBAO



FOR

RENT/MAY 92003, VRC



[Redacted]

DTD 4-23-87

03-277-2355
37

RENO, NV 89509

DATE May 05 2003

4-7711224

PAY TO THE ORDER OF

DYNOJET

S40035683 23 6400 6100 95

\$ 26,075.00



NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

Twenty Six Thousand Seven Hundred and 75/100 DOLLARS

FOR

[Redacted]

[Redacted]

DTD 4-23-87

2356

RENO, NV 89509

DATE MAY 5, 03

4-7711224

PAY TO THE ORDER OF

GRANITE

\$ 12,765.97



NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

Twelve Thousand Seven Hundred and 97/100 DOLLARS

FOR

[Redacted]

[Redacted]

DTD 4-23-87

2357

RENO, NV 89509

DATE MAY 5, 03

4-7711224

PAY TO THE ORDER OF

SWAP ON TOOLS

\$ 11,388.09



NEVADA STATE BANK

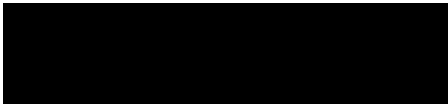
P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

THAD BOYD

Eleven Thousand Three Hundred and Eighty Eight and 9/100 DOLLARS

FOR

[Redacted]



03-27737 2358

PTD 4-23-87

RENO, NV 89509

DATE MAY 6 2003

9-7/1121

PAY TO THE ORDER OF

CHAMPION CHEVROLET

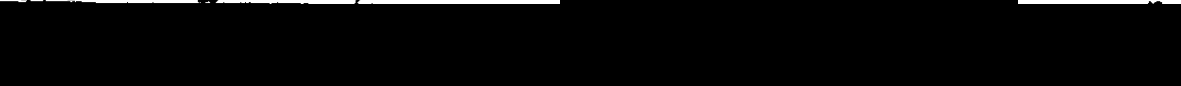
\$ 42,554.81

FORTY TWO THOUSAND & FIVE HUNDRED & FIFTY FOUR & 81/100 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2281
RENO, NEVADA 89508
www.nsbank.com

BAD BOYZ

FOR WALK BUSINESS 259799



PTD 4-23-87

2359

RENO, NV 89509

DATE 5-8-03

9-7/1121

PAY TO THE ORDER OF

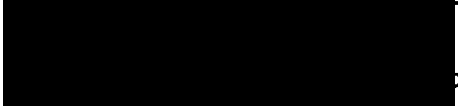
THE FLOOR CLUB RENO

\$ 2,827.34

Two Thousand Eight Hundred Twenty Seven and 34/100 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2281
RENO, NEVADA 89508
www.nsbank.com

FOR



PTD 4-23-87

2360

RENO, NV 89509

DATE MAY 8 03

9-7/1121

PAY TO THE ORDER OF

SWAP OUT TOOLS

\$ 10,114.00

Ten Thousand One Hundred Eighteen Dollars and 00/100 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2281
RENO, NEVADA 89508
www.nsbank.com

FOR

5-44-0



03-27737

2361

[REDACTED] DTD 4-23-07
RENO, NV 89509

PAY TO THE ORDER OF LOWNIE E. FRAZIER DATE May 9, 03 94-7711224 40

Thirteen Thousand Three Hundred Twenty Dollars and 23/100 \$ 13,030.23 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2351
RENO, NEVADA 89508
www.nsbank.com

FOR Camacho System [REDACTED]

2362

[REDACTED] DTD 4-23-07
RENO, NV 89509

PAY TO THE ORDER OF PDI SECURITY SYSTEMS DATE May 9, 03 94-7711224 40

Two Thousand Two Hundred Sixty Dollars and 18/100 \$ 2260.18 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2351
RENO, NEVADA 89508
www.nsbank.com

FOR Camacho System [REDACTED]

[Redacted]

OTD 4-23-87

03-27737 2369

RENO, NV 89509

PAY TO THE ORDER OF

GOOD Guys

DATE MAY 10, 03

94-7711224 40

Pay to the order of \$ 15,017 39
Five thousand Dollars and 39/100 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2361
RENO, NEVADA 89508

FOR [Redacted]

[Redacted]

OTD 4-23-87

2373

RENO, NV 89509

PAY TO THE ORDER OF

Douglas Wilson

DATE MAY 15, 03

94-7711224 40

Five thousand Dollars and 00/100 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2361
RENO, NEVADA 89508
www.nsbank.com

FOR *PROBAZ Fee* [Redacted]

[Redacted]

OTD

2375

RENO, NV 89509

PAY TO THE ORDER OF

LARRY ZENGLER - 378-6095

DATE MAY 15, 03

94-7711224 40

One thousand Dollars and 00/100 DOLLARS

NSB NEVADA STATE BANK
P.O. BOX 2361
RENO, NEVADA 89508
www.nsbank.com

DR *Probaz Fee* [Redacted]

UTD 4-23-87

03-27737

RENO, NV 89509

DATE MAY 15, 03

9-771124 00

PAY TO THE ORDER OF

R P BARROW

\$ 1,000 =

DOLLARS

NSB NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

FOR Bar Bar Tax



2377

UTD 4-23-87

RENO, NV 89509

DATE MAY 15, 03

9-771124 00

PAY TO THE ORDER OF

Lele Garner

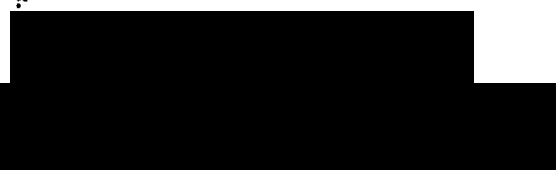
\$ 1,000 =

DOLLARS

NSB NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

FOR Bar Bar Tax



2380

UTD 4-23-87

RENO, NV 89509

DATE MAY 29 2003

9-771124 00

PAY TO THE ORDER OF

GREEN RIVER ENVIRONMENTAL PRODUCTS

\$ 5,500.00

DOLLARS

NSB NEVADA STATE BANK

P.O. BOX 2351
RENO, NEVADA 89505
www.nsbank.com

OR TOOLING TRAIL LICENSE



03-27737

2381

RENO, NV 89509

PAY TO THE ORDER OF KEITH SERPA DATE May 24, 03

Six thousand Dollars and 00/100 \$ 6,000

NSB NEVADA STATE BANK
P.O. BOX 2381
RENO, NEVADA 89505
www.nsbank.com

FOR Barbara

2394

RENO, NV 89509

PAY TO THE ORDER OF BANCARD CENTER DATE JUNE 1 2003

SIX THOUSAND & FOUR HUNDRED & EIGHTY FOUR & 26/100 \$ 6,484.26

NSB NEVADA STATE BANK
P.O. BOX 2381
RENO, NEVADA 89505
www.nsbank.com

FOR _____

2392
PAY TO THE ORDER OF MICHAELS C.F. RENO
NINE THOUSAND & FIVE HUNDRED 00/100 \$ 9,500.00
NEVADA STATE BANK
P.O. BOX 2261
RENO, NEVADA 89506
www.nsbank.com
FOR RENT

RENO, NV 89508
DATE JUNE 3 2003
DEPOSIT ONLY
FORN
NSB
SQ
MEMO

2392
M-111026
01

7/5-333-0305
T-294 P04/32 U-527
03-27737

Today's Date: [Redacted]

RENO, NV 89508

OTD 4-33-87

2397

DATE 6-16-03

PAY TO THE ORDER OF CONNIE FRAZIER

Thirteen Thousand Dollars and 00/100 \$ 13,000⁻

NSB NEVADA STATE BANK
P.O. BOX 2511
RENO, NEVADA 89406
www.nsbank.com

FOR [Redacted]

03-27737

1-294 P05/32 U-527

1-294 P05/32 U-527

RENO, NV 89226
NOTD 4-23-07
2398
DATE 6-17-03
PAY TO THE ORDER OF mic
Eight Thousand Four Hundred and 47/100 \$ 8,410.47 DOLLARS
NSB NEVADA STATE BANK
P.O. BOX 9341
RENO, NEVADA 89406
www.nsbac.com
FOR Carborz cc

01-13-03 03:12 PM HUNTER-RUNNIT

7/5-333-0305

T-294 P07/32 U-527
03-27737

2399
RENO, NV 89508
DATE 6-17-03
PAY TO THE ORDER OF Dewey Wille
Ten Thousand Dollars \$ 10,000
DOLLARS
NSB NEVADA STATE BANK
P.O. BOX 7961
RENO, NEVADA 89508
www.nsbnt.com
FOR Dep. Wille, D.

01-13-03 09:12 PHOTO-PRINT

775-333-0305

T-294 P06/32 U-527
03-27737

03-27737

Mr. Mark Knobel
 Avansino, McLarkey, Knobel and Mulligan
 165 West Liberty Suite 210
 Reno, Nevada 89502

Dear Mark,

I have computed the financial / budget outlay for the business, which has been incorporated as Dad Buys Custom Cycles Inc. with the Secretary of State. There are some gray areas that I had to attach a generic number to but, for the most part, the calculations for what money is needed to complete the business are enclosed. Additionally, I have attached a business statement that will completely outline the aspects of the venture itself. I will go through each budgetary outlay for you to make the proposal flow smoothly and to try and make sure everyone knows what is still needed for the business to open it's doors.

First is the property itself. It is located at 9200 South Virginia Street and encompasses over two acres of land and three separate structures. The owner of the building is Barry Brandt. He has leased the building to Michael Currow, who owns Michael's of Reno which is a motorcycle / marine / off-road vehicle store. That lease runs out in November of 2003. We, meaning Tony and I, would probably have to sub-lease the property until that lease runs out. I have spoken to Mr. Brandt and he would be willing to sell the business for \$1.5 million dollars but there is a problem there since Mr. Brandt would have to re-invest the money or face paying the government money from the sale of that property. At this time, Mr. Brandt has not found another property to purchase. I have broached Mr. Brandt on doing a three or five year lease with a purchase option included and he appears acceptable to that. The monthly lease payment is \$9,500.00 a month. Computing a three year lease agreement, with that monthly payment, comes to \$342,000.00 and with a five year lease agreement, comes to \$570,000.00. I think the wise choice is to purchase the property for a good, appraised value but that is the unknown right now. Before you and Leon have your meeting with Milton, I am going to sit down with Mr. Brandt and get some definitive answer as to what his wishes are with that property and I will have an answer for you on that matter.

Second are employees salaries. One of the first and foremost salaries is that of Harold Pontarelli. Mr. Pontarelli is nationally known for building custom motorcycles and has been doing so for over fifteen years. Mr. Pontarelli has his own custom motorcycle shop in Vacaville, California but recently suffered a major loss when his shop was burglarized and five custom motorcycles were stolen from there. I have known Mr. Pontarelli for over four years and have seen his work. He is extremely talented and would be a tremendous asset to our business. He has expressed interest in working for us at a salary of \$10,000.00 a month. He has asked me for a three year contract for that amount, but due to the fact that this business is just getting off the ground, I have decided to only offer him a one year contract with a contingency to re-negotiate his contract after that year. I would only ask for a years salary for him and Tony and I would be responsible for any other agreements after that. The other salaried employees would be as follows:

1. Tony Dason: Vice-President- \$50,000.00 for a year
2. Donovan Miller: Chief Mechanic / Chief Production Technician- \$50,000.00 for a year
3. Deway Willie: Assistant Chief Mechanic / Assistant Production Technician- \$50,000.00 for a year
4. Tom Evans: Fabrication Technician- \$46,000.00 for a year
5. Loren Smart: Service Technician- \$46,000.00 for a year
6. Steve Rume: Parts Manager- \$41,600.00 for a year
7. Julie Miller: Office Manager / Bookkeeper / Payroll- \$43,000.00 for a year
8. Scott Montgomery: Detailer- \$23,000.00 for a year
9. Scott Dunleavy: Service / Parts / Runner- \$37,440.00 for a year
10. Josh Bradley: Detailer / Parts / Runner- \$23,000.00 for a year
11. Phone person / office runner- \$17,000.00 for a year

I would still be employed by Mrs. [REDACTED] in my capacity as consultant with my salary still as her consultant. Therefore, my salary would not figure into the financial obligation on that portion of

03-27737

the loan. The overall computations for the salaries would be \$547,000.00 for the employees. Additionally, taxes would be added in at \$75,000.00. The total here would be \$622,000.00. Thirdly would be the additional machinery needed for the business. I will itemize each piece of machinery with the attached price.

1. Tubing bender- \$200,000.00
2. Inventory including parts- \$300,000.00
3. Backup generator- \$38,000.00
4. Dyno Tester- \$25,000.00
5. English wheel and punishing hammer- \$6,000.00
6. Hydraulic 11-Ton Press (75 ton) - \$4,552.00
7. Acra Middle 370-1' 14 inch Cold Saw- \$3,950.00
8. 12 inch rotary table saw- \$460.00

The total financial obligation for this portion of the loan would be: \$777,962.00. This wouldn't include the machinery that has already been purchased and those numbers would have to be factored in with this number for a total machinery expenditure obligation.

The final category I will address as additional business expenditures that directly relate to the business. I will itemize these expenditures as well.

1. Computer system- \$12,000.00
2. Alarm system with video surveillance- \$51,000.00
3. Fencing around entire property- \$6,300.00
4. Telephone system- \$10,000.00
5. Repack back dirt lot in rear of complex- \$12,000.00
6. Double motorcycle trailer- \$6,000.00
7. Utilities- \$40,000.00 (one year)
8. Operating cash- \$400,000.00 (one time outlay)
9. Paint buildings- \$10,000.00
10. Advertising and promotional expenses- \$50,000.00 (one time outlay)
11. Office furniture- \$20,000.00

The total financial obligation for this portion of the loan would be \$627,300.00 and that would cover all the intangibles regarding the business.

The only areas that I haven't touched on are the expenditures regarding liability insurance, employer's portion of payroll (which is usually 20% of an employee's salary), workman's comp, health insurance for employees, legal and accounting services for the business, repairs and maintenance for the buildings, and automobile expenses. Hopefully, I can get those figures for you by the middle of the week.

As for the projected revenue for one year's time, the projections are as follows:

1. Sale of motorcycles- \$100,000.00
2. Service of motorcycles- \$200,000.00
3. Sale of fabricated parts by fabrication shop- \$100,000.00

The total projected revenue for the business for a one year period would be \$700,000.00. These figures are projections and are based on information from Mr. Pontorelli and Mr. Miller who have gathered their information from their extensive backgrounds in the motorcycle industry.

Thus, based on the numbers compiled in this financial / budget proposal and going on the idea that the property can be purchased outright, the amount of the loan would be \$2,827,262.00. There is an additional factor that can be touched on in this proposal. I have learned that Von Housen Mercedes-Benz of Sacramento is going to build a new Mercedes-Benz dealership on the vacant parcel of land directly north of the business property. This will make the property value of our business rise dramatically and will draw a target crowd of potential custom motorcycle buyers directly to our business. We would also ask if there could be a period of time that could pass before the first loan payment comes due. We can discuss this situation with you in person. Please contact myself and or Tony with any questions that you may have. I will also be giving a copy of this proposal to Mr. Leon Jullerian for his thoughts and any accounting questions or suggestions from him. Thank you for your attention in this matter.

Sincerely,

03-27737

Stewart Handta .

LAW OFFICES OF
AVANSINO, MELARKEY,
KNOBEL & MULLIGAN

03-27737

MICHAEL J. MELARKEY
MARK W. KNOBEL
JOHN B. MULLIGAN

WIGGAND CENTER
165 WEST LIBERTY STREET
SUITE 210
RENO, NEVADA 89501

TELEPHONE (775) 333-0300
FACSIMILE (775) 333-0305

Attorneys at Law
RAYMOND C. AVANSINO, JR.

Admitted in Nevada and California

E-MAIL ADDRESS:
mail@AMKMMLAW.com

July 14, 2003

Stewart Handte
5331 Simons Drive
Reno, NV 89523

Anthony Dosen
1850 Lakeland Hills Drive
Reno, NV 89523

RE: Bad Boyz Cycles

Dear Stewart and Tony:

I have discussed several times your proposed business venture called *Bad Boyz* with Ms. [REDACTED]. This letter is to confirm that Ms. [REDACTED] unequivocally stated that she did NOT want to fund, in any manner, the business proposal you furnished me. She also stated that she has NOT authorized nor approved payment of expenditures related to the *Bad Boyz* business. This would include your completion of any checks which were signed in blank by her.

Should you have any comments or questions, please feel free to contact me.

Since [REDACTED]

AVANSINO, MELARKEY,
KNOBEL & MULLIGAN



Mark W. Knobel, Esq.

MWK/cil
Enc.
CC: [REDACTED]

**Reno Police Department Financial Crimes Unit
Case Assignment and Investigative Notes File**

Investigator: Houston

Date Assigned: 31 Jul 03

Offense: Exploitation of Elderly

Victim: [REDACTED]

Offense Location: [REDACTED]

Victim Contact: [REDACTED]

SUSPECT INFORMATION

Primary Suspect	
DOB	
Address	
Criminal Records Check	<input type="checkbox"/> NCIC <input type="checkbox"/> Local Records <input type="checkbox"/> NCJIS <input type="checkbox"/> Other _____

CASE DISPOSITION

Case Suspended	<input type="checkbox"/> Date: _____
Closed/Unfounded/ Exceptional Clearance	<input type="checkbox"/> Date: _____
Detective Arrest	<input type="checkbox"/> Date: _____
Filed with D.A.'s Office	<input checked="" type="checkbox"/> Date: _____
Reclassified To: _____	<input type="checkbox"/> Date: _____

DATE	TIME	CASE ACTIVITY	PHONE
8/5/03	1305	Workup Completed	
8/5/03	1305	Placed on Det Houston's FBST	
8/11/03	10 ⁰⁰	JAFFEW/NOBLE SCHEDULED TO COME INTO STATION FOR MEET.	
8/18		Called HANOTE for interview - Says HE MUST TALK TO ATTY. RECD CALL FROM DAVID HOUSTON, SAYS HE REPS BOTH HANOTE/DOSEN WILL CALL BACK ABOUT INTERVIEW.	
8/19		ATTY HOUSTON CALLS, JUST FOUND OUT HANOTE ACCT HAS BEEN FROZEN, SAYS HANOTE HAS NO MONEY. WILL CALL BACK	

DATE	TIME	CASE ACTIVITY	PHONE
8/19		<p>Det Villa Rec. call from Wells Fargo. Told Handre in Bank. Handre tells Bank I had sent him there to ASIL for money. They are told "NO" BUT GIVE HANDRE COPY OF AFFIDAVIT.</p>	
8/20		<p>SCHEDULED TO MEET w/ DR McHugh TO GET EVAL ON [REDACTED] 1315 HRS.</p>	
8/20		<p>GET INFO THAT HANDRE IS TRYING TO SELL EQUIPMENT FROM MOTORCYCLE SHOP TO A DEALER IN VACAVILLE. NOBLE ADVISED OF SITUATION & MAY START CIVIL PROCEED URS TO STOP SALES OF ASSETS.</p>	
8/20		<p>CALLED NOBLE / FILLED HIM IN ON HANDRE SELLING ASSETS. WILL START CIVIL SEIZURE PROCESS THROUGH HIS OFFICE</p>	
8/20		<p>MET w/ DR McHugh. Says [REDACTED] IS SUFFERING w/ DEMENTIA NOT ABLE TO HANDLE AFFAIRS. WILL TESTIFY IF NEEDED</p>	

DATE	TIME	CASE ACTIVITY	PHONE
8/20		LEON WILL HAVE RPT READY SEPT 2.	-
8/21		PICKED UP GAMING RECORDS OF	-
		[REDACTED] FROM RENO HILTON -	-
8/21		SPOKE W/ RENE MOWERY	
		(927-2000) ATTY GEN [REDACTED] SAYS	
		JOAN OLSON HAS A JOURNAL TO	
		DOCUMENT. ACTIVITY OF SUSP(S)	
		WILL GIVE IT UP FOR REVIEW -	
		(JOAN OLSON 920-487-2294)	
8/21		SPOKE W/ OLSON - SAYS SHE	
		DID KNOW JOURNAL ON ACTIVITIES	
		OF SUSP(S) IN MAY. WILL	
		BE IN RENO ON SEPT 2. WILL	
		LEAVE IN FOR MEET THOU.	
9/2		TOLD THE Δ IS HIDING ASSETS	
		@ CONST. SITE IN CARSON. HUSBAND	
		OF LOUIE McGRATH (NHP) IS ASSISTING	
		Δ HIDING ITEMS.	
		* D. Houston is Demanding G	
		HEARING THURS. AM. 8:15 ON	
		WAY MONEY IS BEING HELD FOR	
		DA ERICKSON.	
9/15		SENT TO DA	

DISTRICT ATTORNEY NO-ISSUE MEMORANDUM

TO AGENCY: RPD OFFICER/BADGE NO: R. HOUSTON
AGENCY CASE NO.: RP03-027737 DA CASE NO.: 318634
RE: SUSPECT(S): STEWART HANDTE + ANTHONY DOSEN

Prosecution of this case has been declined for the following reasons:

- A. Lack of Corpus
- B. Lack of Sufficient Evidence
- C. Inadmissible Search & Seizure
- D. Victim Unavailable
- E. Victim Declines to Testify
- F. Refer to Another Jurisdiction
- G. Refer to City Attorney in Reno/Sparks
- H. Plea/Conviction to Case # _____
- I. Civil Matter
- J. Interest of Justice
- K. Bank Records Not Provided
- L. Clear Self Defense
- M. Mutual Combat
- N. Defendant Deceased
- O. Temporary Protection Order Process
- P. Statute of Limitations Has Run
- Q. Further Investigation Needed (See Attached Form)
- R. Other (Indicate Reason in "Remarks" Section)

REMARKS: See Memo attached

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Resubmit when investigation complete.

DATE: 10-30-03 DEPUTY DA: K. Xiloria



Washoe County District Attorney

RICHARD A. GAMMICK
DISTRICT ATTORNEY

MEMORANDUM

TO: Detective Randy Houston
Reno Police Department

FROM: KELLI ANNE VILORIA
Deputy District Attorney

RE: Warrant Request for Stewart Handte and Anthony Dosen; RP03-027737

DATE: October 30, 2003

Please be advised that I have reviewed all the materials presented to me in this case. Despite a very thorough investigation, and as you know, pursuant to our meeting of October 30, 2003, I have concluded that the evidence in the case is such that I cannot prove the elements of Exploitation of the Elderly, a violation of NRS 200.5092, beyond a reasonable doubt. Please feel free to contact me if you have any questions.

Sincerely,

RICHARD A. GAMMICK
District Attorney

By Kelli Anne Viloria
KELLI ANNE VILORIA
Deputy District Attorney

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