

**CORPORATE REPRESENTATIVE OF ATLAS COMMODITIES, L.L.C.  
CRAIG ANDREW TAYLOR - May 17, 2016**

NO. 2014-40964

ERIC TORRES, ADAM SINN, \* IN THE DISTRICT COURT OF  
XS CAPITAL MANAGEMENT, L.P., \*  
AND ASPIRE COMMODITIES, \*  
L.P. \*  
\*  
VS. \* HARRIS COUNTY, T E X A S  
\*  
CRAIG TAYLOR AND ATLAS \*  
COMMODITIES, L.L.C. \* 157TH JUDICIAL DISTRICT

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ORAL AND VIDEOTAPED DEPOSITION OF  
CORPORATE REPRESENTATIVE OF ATLAS COMMODITIES, L.L.C.,  
BY AND THROUGH MR. CRAIG ANDREW TAYLOR AND  
MR. CRAIG ANDREW TAYLOR INDIVIDUALLY  
MAY 17TH, 2016  
\*\*\*\*\*

ORAL AND VIDEOTAPED DEPOSITION of CORPORATE  
REPRESENTATIVE OF ATLAS COMMODITIES, L.L.C., BY AND  
THROUGH MR. CRAIG ANDREW TAYLOR AND MR. CRAIG ANDREW  
TAYLOR INDIVIDUALLY, produced as a witness at the  
instance of the Plaintiffs, and duly sworn, was taken in  
the above-styled and numbered cause on the 17TH of MAY,  
2016, from 9:33 A.M. to 4:50 P.M., before Samantha  
Downing, CSR, CLR, in and for the State of Texas,  
reported by machine shorthand, at the offices of BERG,  
Feldmann, JOHNSON & BELL, L.L.P., 4203 MONTROSE  
BOULEVARD, SUITE 150, HOUSTON, TEXAS 77006, pursuant to  
the Texas Rules of Civil Procedure and the provisions  
stated on the record or attached hereto.

**CORPORATE REPRESENTATIVE OF ATLAS COMMODITIES, L.L.C.  
CRAIG ANDREW TAYLOR - May 17, 2016**

A P P E A R A N C E S

ATTORNEYS FOR PLAINTIFFS:

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By: KENNETH M. KROCK, ESQ.  
MATTHEW M. BUSCHI, ESQ.

ATTORNEYS FOR DEFENDANTS:

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By: GEOFFREY BERG, ESQ.

REPORTED BY:

MS. SAMANTHA DOWNING, CSR, CLR  
TEXAS COURT REPORTING & VIDEO, INC.

**CORPORATE REPRESENTATIVE OF ATLAS COMMODITIES, L.L.C.**  
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1       A.    I believe it would have been -- I believe it  
2 would have been together.

3       Q.    Okay.

4       A.    It was in the same -- because it was in the  
5 same discussion, if that makes sense.

6       Q.    All right.  So -- and I am not going to spend a  
7 lot of time on the -- the prior dispute.  I just want to  
8 walk through this language of the way that it's  
9 described in this Settlement Agreement.

10      A.    Okay.

11      Q.    I guess maybe first of all I should say, is it  
12 your understanding that these recitals are accurate?

13      A.    Yes, sir.

14      Q.    Okay.  So -- all right.  So there's a mention  
15 in the second recital that says, "Eric Torres paid  
16 \$750,000 for 35 percent, and the parties agree that such  
17 payment should have only been \$250,000."

18                   Do you see that language?

19      A.    I do.

20      Q.    Do you know what that means or why he paid 750  
21 -- \$750,000, but it should have been only 250,000?

22      A.    I can guess.

23      Q.    Do you remember why that was in the -- in this  
24 language in the recitals?

25      A.    I don't, but, again --

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1 Q. What -- what's your best understanding?

2 A. -- I can guess.

3 I would imagine that what we were trying  
4 to do was do an -- we were -- we were coming to a  
5 settlement, right, an equitable agreement of things and  
6 obviously we wanted back everything that Mr. Torres had  
7 and he wanted as much money as he could get back.

8 I think that the final number that we  
9 agreed to was 500,000, 250 of which would go to  
10 Eric Torres, and 250 of which I believe -- I believe  
11 went to Adam Sinn or possibly Aspire.

12 I can't honestly recall, but I think  
13 there -- I think that's -- because everything -- because  
14 Eric was supposed to have paid with his own money, and  
15 it was supposed to be his 750, he's the one that had  
16 the -- technically had the 35 percent. Obviously we  
17 found out later that that was a lie and that it was not  
18 true.

19 But this was I think what we were  
20 attempting to do here, was give them back -- give him  
21 back money, and we get our interest back.

22 Q. Do you know -- and I am particularly looking at  
23 this recital.

24 It says, "Eric Torres paid \$750,000 for  
25 35 percent of Atlas, and the parties agree that such

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1 A. Yes.

2 Q. All right. So if we go to the next paragraph  
3 of this document, paragraph 3, it says, "Payment to  
4 Torres."

5 Do you see that language?

6 A. I do.

7 Q. All right. The first line says say, "Marshall  
8 and Atlas jointly and severally agree to pay Torres  
9 \$500,000 in settlement of all claims" -- and it's  
10 called, "the settlement amount."

11 Do you see that language?

12 A. I do.

13 Q. All right. Craig Taylor is Craig Taylor,  
14 right?

15 A. Yes.

16 Q. Marshall is James Marshall?

17 A. Yes.

18 Q. And Atlas is Atlas Commodities?

19 A. Correct.

20 Q. All right. And the agreement is to pay Torres  
21 \$500,000?

22 A. I see that now, yes.

23 If you wouldn't mind, now that I am  
24 seeing the document and having a chance to look at it,  
25 it does -- it refreshes my memory -- so -- as to what I

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1 said earlier.

2 Q. This is going back to that recital?

3 A. This is going back to that recital.

4 Again, it doesn't necessarily -- I still  
5 don't understand necessarily why this happened, but I  
6 know that what I had said was we paid 250 to Torres and  
7 then we were paying 250 and we didn't know if it was to  
8 Sinn.

9 The reason that there was also confusion  
10 is because of the number of lies that Eric Torres and  
11 Adam Sinn told throughout the -- this entire thing from  
12 start to finish. It's hard to remember where we  
13 discovered the truth, when we discovered the truth, and  
14 if we did.

15 Here we still believed that -- and they  
16 were still purporting that Adam Sinn I think had, you  
17 know -- had done nothing. It was all Eric Torres. It  
18 was all Eric Torres' money. I believe -- so that's why  
19 we were giving the money back to -- I think that's  
20 right -- that we were giving the money back to  
21 Eric Torres.

22 Q. And --

23 A. Does that make sense, or do we need to go  
24 further in the document to get the story straight?

25 Q. Well --

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1 from Mr. Sinn?

2 MR. BERG: Object to the form.

3 A. Wait.

4 Did I -- did I --

5 Q. (BY MR. KROCK) You believed that the money  
6 that Mr. Torres had used to buy the shares in the first  
7 place had come from Mr. Sinn, correct?

8 MR. BERG: Object to the form.

9 A. I did believe that, yes.

10 Q. (BY MR. KROCK) Okay.

11 A. That said, they never admitted, and we reached  
12 a Settlement Agreement with the understanding that that  
13 was not apparently the case --

14 Q. Did --

15 A. -- which is why this seems wrong.

16 Q. Okay. The -- the -- I understand that  
17 you're making or Atlas is making a claim or Craig Taylor  
18 is making a claim that there is a breach of the  
19 no-assignment clause in this contract in the Settlement  
20 Agreement.

21 Do you understand that?

22 A. I do.

23 Q. Okay. What are the damages that Atlas has  
24 suffered as a result of that --

25 MR. BERG: Object to the form.

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1 Q. (BY MR. KROCK) -- or Craig Taylor?

2 MR. BERG: Object to the form.

3 A. I was -- I was never able to negotiate on those  
4 terms. We -- we wanted to negotiate on those terms. We  
5 wanted to point out that -- and wanted Adam and Eric to  
6 admit that this money was 100 percent Adam's, and,  
7 therefore, we were -- we were effectively robbed of --  
8 of a fair deal.

9 We would never -- we would not have given  
10 back \$500,000. We were defrauded by them. We suffered  
11 great damage by their -- by their lie and by their  
12 deception.

13 And if they had come to the table at  
14 that -- at that mediation and said all along, "100  
15 percent it was our money. It was my money, too bad," we  
16 would have negotiated differently.

17 Q. And my question is, what damages -- what amount  
18 of money has been -- has Atlas or Craig Taylor suffered  
19 in a loss as a result of the alleged breach of the  
20 assignment?

21 A. Whatever money that we would not have otherwise  
22 settled on. That was part of the settlement  
23 negotiation.

24 Q. How much?

25 A. How much is that worth?



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NO. 2014-40964

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 XS CAPITAL MANAGEMENT, L.P., \*  
 AND ASPIRE COMMODITIES, \*  
 L.P. \*  
 VS. \* HARRIS COUNTY, T E X A S  
 CRAIG TAYLOR AND ATLAS \*  
 COMMODITIES, L.L.C. \* 157TH JUDICIAL DISTRICT

REPORTER'S CERTIFICATION  
 ORAL AND VIDEOTAPED DEPOSITION OF CORPORATE  
 REPRESENTATIVE OF ATLAS COMMODITIES, L.L.C., BY AND  
 THROUGH MR. CRAIG ANDREW TAYLOR AND  
 MR. CRAIG ANDREW TAYLOR INDIVIDUALLY  
 MAY 17, 2016

I, Samantha Downing, Certified Shorthand Reporter  
 in and for the State of Texas, hereby certify to the  
 following:

That the witness, CORPORATE REPRESENTATIVE OF  
 ATLAS COMMODITIES, L.L.C., BY AND THROUGH MR. CRAIG  
 ANDREW TAYLOR AND MR. CRAIG ANDREW TAYLOR INDIVIDUALLY,  
 was duly sworn by the officer and that the transcript of  
 the oral deposition is a true record of the testimony  
 given by the witness;

That the deposition transcript was submitted on  
May 25, 2016 to the witness or to  
 the attorney for the witness for examination, signature  
 and return to me by June 15, 2016;

That the amount of time used by each party at the  
 deposition is as follows:

KENNETH KROCK, ESQ. - 6 HOURS, 1 MINUTE

That pursuant to information given to the  
 deposition officer at the time said testimony was taken,  
 the following includes counsel for all parties of  
 record:

ATTORNEYS FOR PLAINTIFFS:

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By: KENNETH M. KROCK, ESQ.  
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By: GEOFFREY BERG, ESQ.

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

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

Certified to by me this 25th day of May, 2016.



SAMANTHA DOWNING, CSR, CLR  
Certificate No. 7512  
Expiration Date: 12/31/2016  
Firm Registration No. 62  
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