



In re  
The Matter of Andy Skatvold

D E P O S I T I O N

of

DON DABBERT

March 8, 2019

1:10 p.m.

TAKEN AT: FAA Fargo Flight Standards  
District Office  
[REDACTED]  
Fargo, North Dakota 58104

REPORTER: Kerstin I. Haukebo  
ATKINSON-BAKER, INC.  
[REDACTED]

FILE NO.: AD023FD

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A P P E A R A N C E S

BRIAN K. KHAN  
Attorney at Law  
FEDERAL AVIATION ADMINISTRATION  
[REDACTED]  
Washington, DC 20591  
[REDACTED]

ALSO PRESENT:

Dustin Jostad

I N D E X

WITNESS	PAGE NO.
DON DABBERT	
Examination - by Mr. Khan	4

E X H I B I T S

EXHIBIT NO.	DESCRIPTION	PAGE
1	Photograph	13
2	Aircraft Dry Lease Agreement	14
3	Invoice	28



1 commercially, primarily for, like, Delta, American,  
2 United?

3 A. Primarily, yes.

4 Q. Okay. Have you ever flown privately?

5 A. I have.

6 Q. Okay. So we're going to talk about your --  
7 some of your private air travel.

8 Have you used any companies before, ah, for  
9 private air travel, or has it been exclusively with  
10 Mr. Skatvold?

11 A. Ah, there's been other companies.

12 Q. Okay. And what companies were those?

13 A. Oh, gosh, everything from, ah, like  
14 Marvin Windows, ah, Flight Center -- or Jet Center --

15 Q. Uh-huh.

16 A. -- ah, Rick Berg's plane one time -- um, trying  
17 to think -- there's been a couple other privates and  
18 then stuff with Andy.

19 Q. Okay. And so how did you get to know Andy,  
20 Andy Skatvold?

21 A. Um, that's a good question. Let me think about  
22 that. I would think it was probably through Mike Stock,  
23 Dirt Dynamics, who is one of my vendors.

24 Q. Okay. Stock's S-t-o-c-k?

25 A. -c- -- yeah.

1 Q. Okay.

2 A. Yeah.

3 Q. Okay. And what sort of partner is  
4 Dirt Dynamics?

5 A. He is a vendor for me that does my  
6 excavation --

7 Q. Okay.

8 A. -- ah, for my construction projects.

9 Q. Ah, and when you flew with, ah, Andy Skatvold,  
10 did he ever talk about his, you know, pilot  
11 qualifications or anything ever?

12 A. Ah, yeah, a little bit, I think as far as  
13 just -- I'm always interested in that stuff, so I think  
14 just a matter of how he got started and different levels  
15 of stuff he's gone through, and if he did tell me any  
16 certifications, it probably wouldn't have really  
17 registered as to what that meant.

18 Q. Okay. And he provided you air travel on  
19 multiple occasions?

20 A. Ah, more than one.

21 Q. More than one. Okay. So let's talk about the  
22 flight on November 29th and 30th.

23 Do you know how that round-trip flight was set  
24 up?

25 A. Ah, through -- I guess I don't know exactly. I

1 was part of an e-mail. Ah, we were debating whether we  
2 were all to carpool or if it were to be worked out that  
3 we would actually end up taking a flight.

4 Q. Okay. And, ah, what was the purpose of the  
5 trip?

6 A. It was a state board meeting for the  
7 North Dakota Association of Home Builders.

8 Q. And how was the cost split amongst the  
9 passengers? Did you have any payment that you made for  
10 that flight?

11 A. I never received an invoice and didn't, ah,  
12 since make a payment.

13 Q. Uh-huh.

14 A. Ah, the breakdown was via an e-mail as to about  
15 what it was going to cost per person.

16 Q. Okay. Do you happen to have any of those  
17 e-mails?

18 A. I would.

19 Q. Okay. Would you be willing to provide it to  
20 us?

21 A. Yeah. That was actually through the local  
22 Home Builders Association --

23 Q. Okay.

24 A. -- who was kind of the conduit, I guess, for,  
25 ah, whoever was making the arrangements.

1 Q. And, ah, approximately how many passengers were  
2 on board?

3 A. Ah, I think there was ten of us, if I -- ah,  
4 I'd have to count, but I think ten sticks in my mind.

5 Q. Does that include Mr. Skatvold?

6 A. No, I think he would have been -- well, let me  
7 see. Do you have a pen I could borrow?

8 MR. JOSTAD: Yeah, absolutely. Paper?

9 THE WITNESS: Ah, this is fine.

10 See if I can remember who was there. Let's  
11 see, I must be forgetting someone. I think off the top  
12 of my head -- so there was three, four, five, six,  
13 seven, eight, nine -- there might have been ten with --  
14 ten with Andy.

15 BY MR. KHAN:

16 Q. Okay. And were any of the other passengers a  
17 pilot or a flight crew, other than Mr. Skatvold?

18 A. No, I was sitting in the right seat.

19 Q. Okay.

20 A. I always like sitting up front, just to see  
21 what's going on.

22 Q. Okay. So you were in the -- what would it be  
23 called -- the copilot seat?

24 A. Correct --

25 Q. Ah...



1 A. -- there and back.

2 Q. Okay. And so can you describe what happened on  
3 the flight, as you landed, on November 30th, 2018.

4 A. Ah, how far back would you like me to start?

5 Q. Just maybe before touchdown, anything unusual  
6 that occurred that you can remember.

7 A. Yeah, I -- we had, ah, clear skies in Williston  
8 taking off. We had a really nice flight all the way  
9 across the state. Ah, he was -- not that I could really  
10 hear much, but I could hear when he would be getting  
11 weather reports and everything else.

12 Ah, and then we were dropping down. It seemed  
13 like we -- and I told the NTSB -- it seemed like we --  
14 for whatever reason, we were in the clouds a long, long  
15 time and had dropped down to maybe -- if I remember, it  
16 was maybe like 3,000 or 3,800 feet.

17 And we were coming in and I just remember  
18 seeing there was a lot of moisture and then kind of even  
19 icing up on the window, and looking out I could see  
20 the -- it had the -- the black rubber boot on the wing  
21 and it was definitely gathering ice and -- and stuff.

22 And then we -- we put the landing gear down and  
23 checked -- yeah, I don't know why -- three -- three  
24 green buttons, or three green lights, indicator lights,  
25 ah, landing gear's down. Ah, he's still talking for his

1 final approach.

2 Um, still not seeing the ground at this point,  
3 ah, we dropped out of the clouds, see the ground. Of  
4 course it's very white. Ah, we got to the ground or  
5 something, and, um, coming in seemed to be fairly  
6 routine, um, but then maybe just -- I know we didn't  
7 touch down but we were gliding, ah, in for that. Um, I  
8 would have no idea how far off the ground at one point,  
9 but then it almost felt like the plane started to  
10 fishtail a little bit, and, ah, he said something,  
11 "losing" or -- I don't remember exactly. He said  
12 something -- I couldn't make it out -- and then I saw  
13 him reach down to give it acceleration.

14 At that point is when it veered hard to the  
15 right and the right wing, ah, made contact at that point  
16 and then, ah, spun us around clockwise, and I would say  
17 that the nose must have touched down, made contact at  
18 that point, and then we continued to kind of spin.

19 And I don't know if we ever -- if it was a  
20 complete -- I don't know if we did a full 360, in terms  
21 of rotations on the ground, or if it just caught and  
22 then kind of righted itself once the other landing  
23 gear -- ah, left side landing gear would have come down.  
24 I don't -- I don't know if -- all I remember is when we  
25 veered very hard it dropped, the wing dropped to the

1 right and the tail dropped, and it's like that right --  
2 the left side wanted to climb, and it seemed to have  
3 some lift but the right side just sank hard.

4 Q. Okay. And did you sustain any injuries or  
5 anyone else sustain injuries?

6 A. Ah, not at that time --

7 Q. Uh-huh.

8 A. -- and nothing was apparent. Um, I had a  
9 bruised leg and shoulder, but other than getting kind of  
10 tossed around a little bit, everyone walked away.

11 Since then people had gone in and had checkups  
12 and different things, ongoing things. One of my  
13 friends, John Koerselman, is [REDACTED]  
14 for that --

15 Q. Okay.

16 A. -- [REDACTED] some other stuff. There was  
17 some [REDACTED] on some people, some -- Tom I  
18 know had some [REDACTED] or something with  
19 it, and -- and Bryce, just kind of some -- some [REDACTED] --  
20 but for me personally, that I can speak to, nothing  
21 severe. [REDACTED] still give me --  
22 it's sore from time to time, but, I mean, it could be  
23 from another thing, maybe. I just don't know for sure.

24 Q. Do you know whether Mr. Skatvold had an  
25 insurance policy on the aircraft at all?

1 A. I would not have known at that particular time  
2 if he had or hadn't.

3 Q. Okay. And so you said you were never -- you  
4 never paid for -- for that flight.

5 Do you know if anyone else has or...

6 A. To my knowledge, no one else has received an  
7 invoice for that flight.

8 Q. Ah, do you know, for that flight, ah, who was  
9 responsible or who you thought was responsible for the  
10 operation of the flight, ah, like fuel, maintenance,  
11 pilot qualifications, and weather?

12 A. Ah, could you break that down for me.

13 Q. Sure. So who, on those flights, did you, I  
14 guess, assume was responsible for things like the  
15 maintenance of the aircraft or making sure pilot  
16 qualifications were met?

17 A. So this particular flight on this date or --  
18 when you said "flights," you mean those two --

19 Q. Yeah.

20 A. -- flights on that day?

21 Um, I guess I hadn't, ah, given much thought to  
22 that.

23 Q. Okay. Did you assume it was Andy Skatvold?

24 A. Ah, I guess I wouldn't have assumed that. I  
25 mean, I don't know as far as the ongoing maintenance or

1 operations of that stuff. I just knew that in the past,  
2 when there had been an invoice for the rental or lease  
3 of the aircraft, I had always been invoiced separately  
4 for the pilot. As to beyond that, I don't know the  
5 inner workings of that stuff.

6 Q. Okay. I just want to show you a picture to  
7 see.

8 Was this the airplane for those flights?

9 A. It was.

10 Q. Okay. Do you remember the tail number at all?

11 A. Ah, I remember seeing it on the, ah, gauge  
12 cluster, but I don't know the number.

13 Q. Okay. Does November 941JM sound familiar?

14 A. Yeah.

15 MR. KHAN: Okay. I'll mark that as Exhibit 1.

16 (Exhibit 1 was marked for identification.)

17 BY MR. KHAN:

18 Q. So you just said agreements -- so did you sign  
19 any agreements ever?

20 A. No, meaning not -- I wasn't aware of the  
21 arrangements of after, who was maintenance or anything  
22 like that.

23 Q. Okay. Let me show you a document here. You  
24 can take a look at it.

25 Did you ever sign any of these agreements or

1 see anything like this when you flew with Andy Skatvold?

2 A. Ah, no, dry lease agreement, no.

3 (Exhibit 2 was marked for identification.)

4 BY MR. KHAN:

5 Q. Okay. So can you tell me about the other  
6 flights that you've flown on with him, if you remember  
7 approximate dates and destinations, ah -- I guess, first  
8 of all, how many flights would you say you flew with  
9 him?

10 A. Um, oh, maybe half a dozen. One of them was,  
11 you know, with -- with Mike Stock, and that might have  
12 been even on a different plane at one time -- it wasn't  
13 the jet -- but I couldn't tell you which one that --  
14 which plane that was.

15 Q. Okay.

16 A. I would say, yeah, a handful of times over two,  
17 three years, two years, maybe.

18 Q. And would it be you that arranged it, or was it  
19 through somebody else?

20 A. Um, some of both.

21 Q. Okay. Can you tell me about the flights that  
22 you would arrange when it was -- when it was just you  
23 and logistically how that would -- that would work.

24 A. Sure. Ah, it would be either through a phone  
25 call or a text to Andy to see if the plane was

1 available --

2 Q. Uh-huh.

3 A. -- and then to see if he would be available,  
4 ah, as a pilot.

5 Q. Okay. And, ah, how was the fee arrangement?  
6 How much was a typical charge? Was it by the hour or...

7 A. Yeah, so there was a rate for an hourly charge  
8 for the plane itself --

9 Q. Uh-huh.

10 A. -- and then depending on if it would ever be an  
11 overnight or anything for the pilot, and, ah, duration  
12 of the pilot -- typically it was a price per day --

13 Q. Okay.

14 A. -- and I think there was only maybe one -- one  
15 time there was ever an overnight, maybe twice. Second  
16 time might have been this last one. I think one other  
17 time there was an overnight charge for it.

18 Q. Okay. So if you wanted to go from point A to  
19 point B, you would simply shoot a text to Andy Skatvold  
20 and the logistics would be worked out between you two  
21 whether or not he was available, et cetera?

22 A. Yes, that would be a fair statement.

23 Q. Okay. When you were on these flights, were you  
24 briefed in terms of safety or anything like that?

25 A. Uh-huh, yeah, we still, every time, go through

1 kind of all the -- all the stuff for the door, seat  
2 belts, et cetera.

3 Q. And so, again, when you were arranging these  
4 flights, he handled pretty much all the scheduling  
5 logistics, ah, provided a plane; he flew the plane?

6 A. Correct.

7 Q. Did you ever receive any itemized invoices from  
8 him?

9 A. I did.

10 Q. Do you have any of those with you?

11 A. I do.

12 Q. Okay. Ah, could we take a look at them?

13 A. Sure. I have some from Northern  
14 Flight Center -- that would be more for the pilot  
15 services -- and then Slice of 406, the aircraft lease.

16 Q. Okay. Do you mind if we take like a quick  
17 break and then we can go just take a look at these real  
18 quick?

19 A. (No audible response.)

20 MR. KHAN: Okay. So we'll go off the record --

21 THE WITNESS: Okay.

22 MR. KHAN: -- and we'll...

23 (Recess was taken.)

24 MR. KHAN: Ah, we can go back on the record.

25



1 BY MR. KHAN:

2 Q. I guess, first, do you mind if we make copies  
3 of these?

4 A. That's fine.

5 Q. Okay. Ah, so going through the two  
6 statements -- or the -- yeah, the -- this statement here  
7 (indicating), which we'll later mark as Exhibit 3, just  
8 to verify, it says "aircraft lease" and -- but you said  
9 earlier there was never a lease to be signed or...

10 A. I -- if I signed the lease -- I don't recall  
11 seeing anything like that. I -- I don't have anything  
12 in my records for that.

13 Q. And, ah, the lease would, ah, look similar to  
14 the one I showed you, and you don't -- you're saying you  
15 don't recall ever --

16 A. Yeah, I do not recall ever signing anything  
17 like that.

18 Q. Okay.

19 A. I would be surprised if I did, but I don't -- I  
20 can't -- I mean, if you had one and it had my signature  
21 on it, it could be, but I...

22 Q. And you probably would have had a copy of it as  
23 well?

24 A. I would imagine so, but --

25 Q. Okay.

1 A. -- yeah, I don't have anything in my  
2 possession, nor do I recall ever signing it.

3 Q. If you ever find one, do you mind just letting  
4 us know, just so...

5 A. Absolutely.

6 Q. And so in some of these other flights, ah, you  
7 know, like the St. Paul flight, Bismarck, Wisconsin, was  
8 it all on the plane that you flew on November 29th and  
9 30th, or were there other types of airplanes that you  
10 recall?

11 A. I would recall for -- I would almost say they  
12 were all on the same plane.

13 Q. Okay. Predominantly the November 941 Juliette  
14 Mike?

15 A. Correct.

16 Q. And on any of these flights that you took with  
17 Andy Skatvold, was there ever a second officer, another  
18 pilot on board?

19 A. Yes, yes, there was.

20 Q. Okay. Do you recall how many of those flights?

21 A. Ah, I -- I don't, ah...

22 Q. Would you say it was a lot of them or just a  
23 few?

24 A. You know, if it was a handful, it was maybe a  
25 couple times then.

1 Q. Okay.

2 A. I mean, yeah, I wouldn't say as much as  
3 half-time but more than -- more than once.

4 Q. Okay. On any of these flights -- you said on  
5 the November 29th and 30th flight you sat in the copilot  
6 seat.

7 Did you ever previously do that?

8 A. I had, from, again, time to time, whenever I  
9 had an opportunity to.

10 Q. Okay. And then, presumably, those -- there  
11 weren't -- there wasn't another pilot?

12 A. Correct.

13 Q. Okay. Do you recall how many times that you  
14 were sitting in the right seat?

15 A. Yeah, same thing, just, you know, a few -- few  
16 times total of -- of it all, so...

17 Q. Okay. And on these flights who did you  
18 consider to be the operator of the flight? For example,  
19 when you fly Delta between Fargo and Minneapolis,  
20 Delta's the operator, ah, so on these flights I guess  
21 who did you believe to be the operator?

22 A. Ah, well, I guess I don't know the actual  
23 definition of operator to that thing, but I guess you  
24 would almost assume -- ah, Andy was the pilot, and  
25 outside of that I don't know who would have been the

1 operator, in terms of the plane itself.

2 Q. Okay.

3 A. I guess, you know, I mean, in my mind, I'm not  
4 sure what exactly the definition of operator would mean.

5 Q. When you were provided these flights, it was  
6 provided -- the pilot was provided, the plane was  
7 provided as sort of a package deal for you or...

8 A. Um, no, because one other time, when I had a  
9 private, ah, plane, it has a separate pilot, so I didn't  
10 actually ever know to the extent of who owned the plane,  
11 or you can say operate or whatever else. I just knew  
12 that if it was -- he had access to that plane --

13 Q. Uh-huh.

14 A. -- ah, and he would be the pilot.

15 Q. Okay. But when you -- so let's just say you  
16 texted Andy Skatvold and wanted to travel someplace.  
17 Both -- he would provide -- essentially provide both the  
18 plane and the pilot for that, and "the pilot" being  
19 himself?

20 A. Ah, I would never call a third party to arrange  
21 for the plane --

22 Q. Okay.

23 A. -- if that's a fair --

24 Q. Yeah.

25 A. -- or a -- what you're trying to answer, yeah.

1 Q. Yeah, so -- and for the pilot, you never sought  
2 out your own pilot to fly your airplane?

3 A. Ah, not -- I'm trying to -- hold on. Um, I  
4 think one time we were -- I was trying to find a  
5 different pilot, when Andy wasn't available --

6 Q. Uh-huh.

7 A. -- but the plane was available, but for some  
8 reason I don't think we ever did that.

9 Q. Okay.

10 A. I don't think that went through.

11 Q. So, unless Andy was unavailable, he would be  
12 the pilot and it would be on his plane?

13 A. Generally speaking it was -- it was Andy and on  
14 the Juliette Mike plane.

15 Q. Okay.

16 A. But Andy flew -- Andy was a pilot one time on a  
17 different plane, and I don't know who the owner of that  
18 was.

19 Q. Okay. And when you were flying with  
20 Andy Skatvold, do you know who paid for the airport  
21 fees, the parking or hangar costs, rental car?

22 A. Ah, generally I would do that --

23 Q. Okay.

24 A. -- in our -- in my situation.

25 Q. Okay. And would he bill you for that or...

1 A. Ah, no, a lot of the times I would pay it right  
2 at the -- at that office, FBO.

3 Q. So if you were fueling up, ah, to go to -- I  
4 think you went to St. Paul -- you would be the one that  
5 paid for the fuel --

6 A. Yeah.

7 Q. -- and some of the other costs?

8 A. Yeah, we'd pay at the executive, pay the, ah,  
9 landing or, ah, hangar heating or anything like that,  
10 the one time, so generally I would just pay that while  
11 we were there, with my credit card, and then fly home.

12 Q. Okay. So you already had the receipts. Like  
13 there was no reason for Andy Skatvold to itemize it or  
14 anything?

15 A. I -- ah, I would swipe the card right then and  
16 there and get billed and sign and get the -- get the  
17 bill -- or get the receipt.

18 Q. And when you were flying with Andy Skatvold,  
19 was it he that determined the weather and fuel  
20 requirements or...

21 A. Yes.

22 Q. Okay. Do you have any idea who decides and  
23 when and where maintenance is accomplished? Would that  
24 be...

25 A. I would not know that.

1 Q. Okay. Ah, when you were flying with  
2 Andy Skatvold, who made the decision to initiate,  
3 conduct, and terminate the flights?

4 A. Um, in other words, who would decide what time  
5 we were taking off?

6 Q. Ah, who would decide, I guess once you were all  
7 on board, to initiate, ah, conduct the flight, and  
8 terminate the flight?

9 A. Oh, yeah, Andy --

10 Q. Okay.

11 A. -- yeah, the pilot.

12 Q. Were you able to choose any passengers you  
13 wanted to go with you?

14 A. Ah, yes.

15 Q. Do you know if anyone could pay a dollar amount  
16 and get on the flight or...

17 A. Ah, no, it was pretty much -- I had the plane.

18 Q. Okay. But in the Williston flight, in return,  
19 you all were scheduled to pay different -- different  
20 prices or you'd split --

21 A. No, it was going to -- my recollection, and  
22 then I can get you that e-mail, but it would be that the  
23 flight was going to be X and there was ten people and  
24 there was -- the home builders was going to -- I don't  
25 know who was going to be paying Andy --

1 Q. Uh-huh.

2 A. -- but the home builders was going to kind of  
3 be in charge of collecting the money.

4 Q. Okay. Were you ever told that any of your  
5 flights were, I guess, quote/unquote, charter flights?

6 A. No.

7 Q. No. Do you know what your approximate weight  
8 was on November 29th and 30th?

9 A. My individual weight, ah, let's see, that would  
10 be before the holidays, ah, probably around 205, 208.

11 Q. Okay.

12 A. Kind of a bad month in December.

13 MR. KHAN: Okay. All right. Can we go off the  
14 record for a second.

15 (Recess was taken.)

16 BY MR. KHAN:

17 Q. All right. Just a couple more questions.

18 A. Uh-huh.

19 Q. In some of these destinations, I just want to  
20 maybe jog your memory a little bit and see whether or  
21 not anything rings a bell, in terms of when you were in  
22 the front right seat.

23 A. Okay.

24 Q. Do you remember being, ah, in that position on  
25 the trip to Bismarck you took? It looks like the date



1 is on or around September 7th, 2018.

2 A. Ah, I was not.

3 Q. Okay. Ah, what about the trip to Wisconsin,  
4 which was billed on the same invoice?

5 A. Um, that one, I was on for sure one of 'em --

6 Q. Okay.

7 A. -- one -- one direction. I don't remember if  
8 it was -- one for sure I know.

9 Q. Okay. What about the St. Paul flight, ah, that  
10 was invoiced on February 21st, 2018?

11 A. What date was that one?

12 Q. Ah, it was invoiced -- let's see -- oh,  
13 February 1st, 2018, was the day. It looks like you flew  
14 into St. Paul --

15 A. Ah, I couldn't say for sure on that one.

16 Q. Okay. What about on August 8th, 2018, to  
17 Bismarck?

18 A. Ah, I think there would only be one Bismarck  
19 for '18. There was a September and an August?

20 Q. Oh, yeah, I'm sorry, it was the same invoice.

21 A. Okay.

22 Q. And you said no to that one?

23 A. Right.

24 Q. And you said the Koehler Wisconsin trip there  
25 was -- you were up there at least --

1 A. At least one of 'em, yeah, I think possibly  
2 both, I know for sure one though.

3 Q. And the January 4th, 2018, flight to St. Paul,  
4 it looks like you were billed for fuel, so I presume on  
5 this flight Andy Skatvold paid for it?

6 A. Ah, this probably would have been -- so I  
7 generally paid in St. Paul, but I didn't wait around to  
8 pay in Fargo.

9 Q. Okay.

10 A. So then he would fuel and then send me the  
11 bill.

12 Q. Okay.

13 A. It looks like fuel for KFAR, so I'm assuming  
14 that's what that would have been to.

15 Q. Okay. And then the same for this one, it looks  
16 like you were charged for fuel on both of those  
17 invoices?

18 A. Yeah, this is on the statement, though, so that  
19 would --

20 Q. This would be --

21 A. -- the detail would be in there for those.

22 Q. Okay. The Koehler one has fuel for...

23 A. Is that in Fargo, or did -- Koehler, yeah, that  
24 would be -- I paid -- I'm almost positive I would have  
25 paid Koehler --

1 Q. Uh-huh.

2 A. -- and then generally was -- I was getting  
3 billed for on the way back --

4 Q. Okay.

5 A. -- unless it was -- yeah, I don't know the  
6 reason, one way or the other.

7 Q. Okay. And so these documents that you provided  
8 us today, are those basically all the documents that you  
9 have with regard to travel with Andy Skatvold?

10 A. To the best of my knowledge. I didn't go back  
11 and look at previous years' worth of business --

12 Q. Uh-huh.

13 A. -- but that was what was -- my controller  
14 found.

15 Q. Okay. And of course that's aside from the  
16 e-mail that you said you'd provide us later?

17 A. From the home builders?

18 Q. Yeah.

19 A. Yes, I can forward that to you.

20 Q. Okay.

21 THE WITNESS: Borrow that again, Dusty?

22 MR. JOSTAD: Certainly.

23 MR. KHAN: Anything else?

24 MR. JOSTAD: (No audible response.)

25 MR. KHAN: So I think that's all that we have

1 at this point. If you think of anything else, and  
2 you're willing to, you know, e-mail us or answer  
3 questions via e-mail, that would be great too, but,  
4 yeah, thank you for your cooperation --

5 THE WITNESS: Yeah, no problem.

6 MR. KHAN: -- definitely been a great help.  
7 We can go off the record.

8 (Exhibit 3 was marked for identification.)  
9

10 (The deposition was concluded at 1:51 p.m.)  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

NOTARY REPORTER'S CERTIFICATE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

STATE OF NORTH DAKOTA

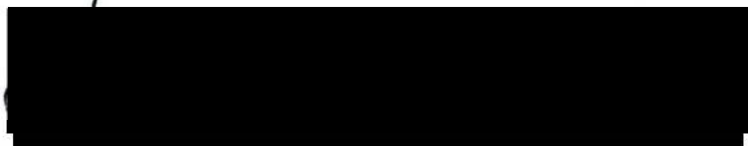
COUNTY OF CASS

I, Kerstin I. Haukebo, a Notary Public within and for the County of Cass and State of North Dakota, do hereby certify:

That the foregoing twenty-eight (28) pages contain an accurate transcription of my shorthand notes then and there taken.

I further certify that I am neither related to any of the parties or counsel nor interested in this matter directly or indirectly.

WITNESS my hand and seal this 5th day of April, 2019.



Kerstin I. Haukebo  
Notary Public  
Fargo, North Dakota

THE FOREGOING CERTIFICATION OF THIS TRANSCRIPT DOES NOT APPLY TO THE REPRODUCTION OF THE SAME BY ANY MEANS, UNLESS UNDER THE DIRECT CONTROL AND/OR DIRECTION OF THE CERTIFYING COURT REPORTER.

Exhibits	A	B
<b>Dabbert, Don March 08, 2019_ Exhibit-(1)</b> 3:12 13:15,16	<b>absolutely</b> 8:8 18:5	<b>back</b> 9:1,4 11:13 16:24
<b>Dabbert, Don March 08, 2019_ Exhibit-(2)</b> 3:13 14:3	<b>acceleration</b> 10:13	<b>background</b> 4:7
<b>Dabbert, Don March 08, 2019_ Exhibit-(3)</b> 3:14 17:7 28:8	<b>access</b> 20:12	<b>bad</b> 24:12
-	<b>accomplished</b> 22:23	<b>bell</b> 24:21
<b>-c-</b> 5:25	<b>actual</b> 19:22	<b>belts</b> 16:2
<b>1</b>	<b>agreement</b> 14:2	<b>Berg's</b> 5:16
<b>1</b> 13:15,16	<b>agreements</b> 13:18,19,25	<b>bill</b> 21:25 22:17
<b>1985</b> 4:14	<b>air</b> 5:7,9 6:18	<b>billed</b> 22:16
<b>2</b>	<b>aircraft</b> 11:25 12:15 13:3 16:15 17:8	<b>Bismarck</b> 18:7 24:25
<b>2</b> 14:3	<b>airplane</b> 13:8 21:2	<b>bit</b> 6:12 10:10 11:10 24:20
<b>2018</b> 9:3	<b>airplanes</b> 4:18 18:9	<b>black</b> 9:20
<b>205</b> 24:10	<b>airport</b> 21:20	<b>board</b> 7:6 8:2 18:18 23:7
<b>208</b> 24:10	<b>American</b> 5:1	<b>boot</b> 9:20
<b>29th</b> 6:22 18:8 19:5 24:8	<b>amount</b> 23:15	<b>borrow</b> 8:7
<b>3</b>	<b>Andy</b> 5:18,19,20 6:9 8:14 12:23 14:1,25 15:19 18:17 19:24 20:16 21:5,11,13,16,20 22:13,18 23:2,9,25	<b>break</b> 12:12 16:17
<b>3</b> 17:7	<b>apparent</b> 11:8	<b>breakdown</b> 7:14
<b>3,000</b> 9:16	<b>approach</b> 10:1	<b>briefed</b> 15:24
<b>3,800</b> 9:16	<b>approximate</b> 14:7 24:7	<b>bruised</b> 11:9
<b>30th</b> 6:22 9:3 18:9 19:5 24:8	<b>approximately</b> 8:1	<b>bruising</b> 11:17
<b>360</b> 10:20	<b>area</b> 4:13	<b>Bryce</b> 11:19
<b>4</b>	<b>arrange</b> 14:22 20:20	<b>builder</b> 4:9
<b>406</b> 16:15	<b>arranged</b> 14:18	<b>builders</b> 7:7,22 23:24 24:2
<b>9</b>	<b>arrangement</b> 15:5	<b>business</b> 4:22
<b>941</b> 18:13	<b>arrangements</b> 7:25 13:21	<b>buttons</b> 9:24
<b>941JM</b> 13:13	<b>arranging</b> 16:3	<b>C</b>
	<b>Association</b> 7:7,22	<b>call</b> 14:25 20:20
	<b>assume</b> 12:14,23 19:24	<b>called</b> 8:23
	<b>assumed</b> 12:24	<b>car</b> 21:21
	<b>audible</b> 16:19	<b>card</b> 22:11,15
	<b>aware</b> 13:20	<b>carpool</b> 7:2
		<b>caught</b> 10:21
		<b>Center</b> 5:14 16:14

**certificates** 4:15  
**certifications** 6:16  
**cetera** 15:21 16:2  
**charge** 15:6,7,17 24:3  
**charter** 24:5  
**checked** 9:23  
**checkups** 11:11  
**choose** 23:12  
**clear** 9:7  
**climb** 11:2  
**clockwise** 10:16  
**clouds** 9:14 10:3  
**cluster** 13:12  
**collecting** 24:3  
**commercially** 5:1  
**companies** 5:8,11,12  
**complete** 10:20  
**concussion** 11:16  
**conduct** 23:3,7  
**conduit** 7:24  
**construction** 6:8  
**contact** 10:15,17  
**continued** 10:18  
**copies** 17:2  
**copilot** 8:23 19:5  
**copy** 17:22  
**Correct** 8:24 16:6 18:15 19:12  
**cost** 7:8,15  
**costs** 21:21 22:7  
**count** 8:4  
**couple** 5:17 18:25 24:17  
**credit** 22:11  
**crew** 8:17

---

**D**

---

**DABBERT** 4:1

**Dakota** 7:7  
**date** 12:17 24:25  
**dates** 14:7  
**day** 12:20 15:12  
**deal** 20:7  
**debating** 7:1  
**December** 24:12  
**decide** 23:4,6  
**decides** 22:22  
**decision** 23:2  
**define** 4:19  
**definition** 19:23 20:4  
**Delta** 5:1 19:19  
**Delta's** 19:20  
**depending** 15:10  
**describe** 9:2  
**destinations** 14:7 24:19  
**determined** 22:19  
**developer** 4:9  
**Dirt** 5:23 6:4  
**document** 13:23  
**dollar** 23:15  
**DON** 4:1  
**door** 16:1  
**dozen** 4:21 14:10  
**drone** 4:17  
**dropped** 9:15 10:3,25 11:1  
**dropping** 9:12  
**dry** 14:2  
**duly** 4:1  
**duration** 15:11  
**Dynamics** 5:23 6:4

---

**E**

---

**e-mail** 7:1,14 23:22

**e-mails** 7:17  
**earlier** 17:9  
**end** 7:3  
**essentially** 20:17  
**EXAMINATION** 4:4  
**excavation** 6:6  
**exclusively** 5:9  
**executive** 22:8  
**exhibit** 13:15,16 14:3 17:7  
**extent** 20:10

---

**F**

---

**FAA** 4:16  
**fair** 15:22 20:23  
**fairly** 10:5  
**familiar** 13:13  
**Fargo** 4:10,11,12 19:19  
**FBO** 22:2  
**fee** 15:5  
**fees** 21:21  
**feet** 9:16  
**felt** 10:9  
**final** 10:1  
**find** 18:3 21:4  
**fine** 8:9 17:4  
**fishtail** 10:10  
**flew** 6:9 14:1,8 16:5 18:8 21:16  
**flight** 5:14 6:22,23 7:3,10 8:17 9:3,  
8 12:4,7,8,10,17 16:14 18:7 19:5,18  
23:7,8,16,18,23  
**flights** 12:13,18,20 13:8 14:6,8,21  
15:23 16:4 18:6,16,20 19:4,17,20  
20:5 23:3 24:5  
**flown** 5:4 14:6  
**fly** 4:25 19:19 21:2 22:11  
**flying** 21:19 22:18 23:1  
**forgetting** 8:11

<b>friends</b> 11:13	<b>hour</b> 15:6	16:1 24:2,12
<b>front</b> 8:20 24:22	<b>hourly</b> 15:7	<b>knew</b> 13:1 20:11
<b>fuel</b> 12:10 22:5,19	<hr/>	<b>knowledge</b> 12:6
<b>fueling</b> 22:3	<b>I</b>	<b>Koerselman</b> 11:13
<b>full</b> 10:20	<hr/>	<b>L</b>
<b>G</b>	<b>ice</b> 9:21	<hr/>
<hr/>	<b>icing</b> 9:19	<b>landed</b> 9:3
<b>gathering</b> 9:21	<b>idea</b> 10:8 22:22	<b>landing</b> 9:22,25 10:22,23 22:9
<b>gauge</b> 13:11	<b>identification</b> 13:16 14:3	<b>lease</b> 13:2 14:2 16:15 17:8,9,10,13
<b>gear</b> 9:22 10:23	<b>imagine</b> 17:24	<b>left</b> 10:23 11:2
<b>gear's</b> 9:25	<b>include</b> 8:5	<b>leg</b> 11:9
<b>generally</b> 21:13,22 22:10	<b>indicating</b> 17:7	<b>letting</b> 18:3
<b>give</b> 10:13 11:21	<b>indicator</b> 9:24	<b>levels</b> 6:14
<b>gliding</b> 10:7	<b>individual</b> 24:9	<b>lift</b> 11:3
<b>good</b> 5:21	<b>initiate</b> 23:2,7	<b>ligament</b> 11:18
<b>gosh</b> 5:13	<b>injuries</b> 11:4,5	<b>lights</b> 9:24
<b>green</b> 9:24	<b>insurance</b> 11:25	<b>live</b> 4:10
<b>ground</b> 10:2,3,4,8,21	<b>interested</b> 6:13	<b>living</b> 4:8
<b>guess</b> 6:25 7:24 12:14,21,24 14:7 17:2 19:20,22,23 20:3 23:6 24:5	<b>internal</b> 11:17	<b>local</b> 7:21
<b>H</b>	<b>invoice</b> 7:11 12:7 13:2	<b>logistically</b> 14:23
<hr/>	<b>invoiced</b> 13:3	<b>logistics</b> 15:20 16:5
<b>half</b> 4:21 14:10	<b>invoices</b> 16:7	<b>long</b> 4:12 9:14
<b>half-time</b> 19:3	<b>issued</b> 4:16	<b>losing</b> 10:11
<b>handful</b> 14:16 18:24	<b>itemize</b> 22:13	<b>lot</b> 9:18 18:22 22:1
<b>handled</b> 16:4	<b>itemized</b> 16:7	<hr/>
<b>hangar</b> 21:21 22:9	<b>J</b>	<b>M</b>
<b>happen</b> 7:16	<hr/>	<b>made</b> 7:9 10:15,17 23:2
<b>happened</b> 9:2	<b>jet</b> 5:14 14:13	<b>maintenance</b> 12:10,15,25 13:21 22:23
<b>hard</b> 10:14,25 11:3	<b>jog</b> 24:20	<b>make</b> 7:12 10:12 17:2
<b>head</b> 8:12	<b>John</b> 11:13	<b>making</b> 7:25 12:15
<b>hear</b> 9:10	<b>JOSTAD</b> 8:8	<b>mark</b> 13:15 17:7
<b>heating</b> 22:9	<b>Juliette</b> 18:13 21:14	<b>marked</b> 13:16 14:3
<b>hold</b> 4:15 21:3	<b>K</b>	<b>Marvin</b> 5:14
<b>holidays</b> 24:10	<hr/>	<b>matter</b> 6:14
<b>home</b> 7:7,22 22:11 23:24 24:2	<b>KHAN</b> 4:5 8:15 13:15,17 14:4 16:20,22,24 17:1 24:13,16	<b>meaning</b> 13:20
	<b>kind</b> 7:24 9:18 10:18,22 11:9,19	



<b>meant</b> 6:17	<b>overnight</b> 15:11,15,17	<b>previously</b> 19:7
<b>meeting</b> 7:6	<b>owned</b> 20:10	<b>price</b> 15:12
<b>memory</b> 24:20	<b>owner</b> 21:17	<b>prices</b> 23:20
<b>met</b> 12:16		<b>primarily</b> 5:1,3
<b>Mike</b> 5:22 14:11 18:14 21:14	<hr/> <b>P</b> <hr/>	<b>private</b> 5:7,9 20:9
<b>mind</b> 8:4 16:16 17:2 18:3 20:3	<b>package</b> 20:7	<b>privately</b> 5:4
<b>Minneapolis</b> 19:19	<b>paid</b> 12:4 21:20 22:5	<b>privates</b> 5:17
<b>moisture</b> 9:18	<b>Paper</b> 8:8	<b>projects</b> 6:8
<b>money</b> 24:3	<b>parking</b> 21:21	<b>provide</b> 7:19 20:17
<b>month</b> 4:20 24:12	<b>part</b> 7:1	<b>provided</b> 6:18 16:5 20:5,6,7
<b>multiple</b> 6:19	<b>partner</b> 6:3	<b>purpose</b> 7:4
<b>muscle</b> 11:18	<b>party</b> 20:20	<b>put</b> 9:22
<hr/> <b>N</b> <hr/>	<b>passengers</b> 7:9 8:1,16 23:12	<hr/> <b>Q</b> <hr/>
<b>neck</b> 11:19	<b>past</b> 13:1	<b>qualifications</b> 6:11 12:11,16
<b>nice</b> 9:8	<b>Paul</b> 18:7 22:4	<b>question</b> 5:21
<b>North</b> 7:7	<b>pay</b> 22:1,8,10 23:15,19	<b>questions</b> 24:17
<b>Northern</b> 16:13	<b>paying</b> 23:25	<b>quick</b> 16:16,18
<b>nose</b> 10:17	<b>payment</b> 7:9,12	<b>quote/unquote</b> 24:5
<b>November</b> 6:22 9:3 13:13 18:8,13 19:5 24:8	<b>pen</b> 8:7	
<b>NTSB</b> 9:13	<b>people</b> 11:11,17 23:23	<hr/> <b>R</b> <hr/>
<b>number</b> 13:10,12	<b>person</b> 7:15	<b>rate</b> 15:7
<hr/> <b>O</b> <hr/>	<b>personally</b> 11:20	<b>reach</b> 10:13
<b>oath</b> 4:2	<b>phone</b> 14:24	<b>real</b> 16:17
<b>occasions</b> 6:19	<b>picture</b> 13:6	<b>reason</b> 9:14 21:8 22:13
<b>occurred</b> 9:6	<b>pilot</b> 4:15 6:10 8:17 12:11,15 13:4 15:4,11,12 16:14 18:18 19:11,24 20:6,9,14,18 21:1,2,5,12,16 23:11	<b>recall</b> 17:10,15,16 18:2,10,11,20 19:13
<b>office</b> 22:2	<b>plane</b> 5:16 10:9 14:12,14,25 15:8 16:5 18:8,12 20:1,6,9,10,12,18,21 21:7,12,14,17 23:17	<b>receipt</b> 22:17
<b>officer</b> 18:17	<b>pleasure</b> 4:23	<b>receipts</b> 22:12
<b>ongoing</b> 11:12 12:25	<b>point</b> 10:2,8,14,15,18 15:18,19	<b>receive</b> 16:7
<b>operate</b> 20:11	<b>policy</b> 11:25	<b>received</b> 7:11 12:6
<b>operation</b> 12:10	<b>position</b> 24:24	<b>recess</b> 16:23 24:15
<b>operations</b> 13:1	<b>possession</b> 18:2	<b>recollection</b> 23:21
<b>operator</b> 19:18,20,21,23 20:1,4	<b>Predominantly</b> 18:13	<b>record</b> 16:20,24 24:14
<b>opportunity</b> 19:9	<b>pretty</b> 16:4 23:17	<b>records</b> 17:12
		<b>registered</b> 6:17

**remember** 8:10 9:6,15,17 10:11,24  
13:10,11 14:6 24:24  
**rental** 13:2 21:21  
**reports** 9:11  
**requirements** 22:20  
**response** 16:19  
**responsible** 12:9,14  
**return** 23:18  
**Rick** 5:16  
**righted** 10:22  
**rings** 24:21  
**rotations** 10:21  
**round-trip** 6:23  
**routine** 10:6  
**rubber** 9:20

---

**S**

---

**S-T-O-C-K** 5:24  
**safety** 15:24  
**sank** 11:3  
**sat** 19:5  
**scheduled** 23:19  
**scheduling** 16:4  
**seat** 8:18,23 16:1 19:6,14 24:22  
**separate** 20:9  
**separately** 13:3  
**services** 16:15  
**set** 6:23  
**severe** 11:21  
**shoot** 15:19  
**shoulder** 11:9,21  
**show** 13:6,23  
**showed** 17:14  
**side** 10:23 11:2,3  
**sign** 13:18,25 22:16  
**signature** 17:20

**signed** 17:9,10  
**signing** 17:16 18:2  
**similar** 17:13  
**simply** 15:19  
**Sir** 4:6  
**sitting** 8:18,20 19:14  
**situation** 21:24  
**Skatvold** 5:10,20 6:9 8:5,17 11:24  
12:23 14:1 15:19 18:17 20:16 21:20  
22:13,18 23:2  
**skies** 9:7  
**Slice** 16:15  
**someplace** 20:16  
**sore** 11:22  
**sort** 6:3 20:7  
**sought** 21:1  
**sound** 13:13  
**speak** 11:20  
**speaking** 21:13  
**spin** 10:18  
**split** 7:8 23:20  
**spun** 10:16  
**St** 18:7 22:4  
**start** 4:6 9:4  
**started** 6:14 10:9  
**state** 7:6 9:9  
**statement** 15:22 17:6  
**statements** 17:6  
**sticks** 8:4  
**Stock** 5:22 14:11  
**Stock's** 5:24  
**stuff** 5:18 6:13,15 9:21 11:16 13:1,  
5 16:1  
**surprised** 17:19  
**sustain** 11:4,5  
**swipe** 22:15  
**sworn** 4:1

---

**T**

---

**tail** 11:1 13:10  
**taking** 7:3 9:8 23:5  
**talk** 5:6 6:10,21  
**talking** 9:25  
**ten** 8:3,4,13,14 23:23  
**terminate** 23:3,8  
**terms** 10:20 15:24 20:1 24:21  
**testified** 4:2  
**text** 14:25 15:19  
**texted** 20:16  
**thing** 11:23 19:15,23  
**things** 11:12 12:14  
**thought** 12:9,21  
**time** 5:16 9:15 11:6,22 12:1 14:12  
15:15,16,17,25 19:8 20:8 21:4,16  
22:10 23:4  
**times** 4:20,21 14:16 18:25 19:13,  
16 22:1  
**told** 9:13 24:4  
**Tom** 11:17  
**top** 8:11  
**torn** 11:18  
**tossed** 11:10  
**total** 19:16  
**touch** 10:7  
**touchdown** 9:5  
**touched** 10:17  
**travel** 4:18,25 5:7,9 6:18 20:16  
**trip** 7:5 24:25  
**types** 18:9  
**typical** 15:6  
**typically** 15:12

---

**U**

---

**Uh-huh** 5:15 7:13 11:7 15:2,9,25

20:13 21:6 24:1,18

**unavailable** 21:11

**United** 5:2

**unusual** 9:5

---

**V**

---

**veered** 10:14,25

**vendor** 6:5

**vendors** 5:23

**verify** 17:8

---

**W**

---

**walked** 11:10

**wanted** 11:2 15:18 20:16 23:13

**weather** 9:11 12:11 22:19

**weight** 24:7,9

**West** 4:11,12

**white** 10:4

**Williston** 9:7 23:18

**window** 9:19

**Windows** 5:14

**wing** 9:20 10:15,25

**Wisconsin** 18:7

**words** 23:4

**work** 11:13 14:23

**worked** 7:2 15:20

**workings** 13:5

---

**Y**

---

**year** 4:21

**years** 14:17



## AIRCRAFT DRY LEASE AGREEMENT

THIS AIRCRAFT DRY LEASE AGREEMENT (this "**Agreement**") is made and entered into this 23<sup>th</sup> day of August, 2017 between [REDACTED] ("**Lessor**") and [REDACTED] ("**Lessee**") (collectively the "**Parties**").

### WITNESSETH:

**WHEREAS**, Lessor owns a 1980 Cessna Citation II (C550), FAA Registration N941JM, as described more fully in Section 1.1 below (the "**Aircraft**"); and

**WHEREAS**, Lessor desires to dry lease the Aircraft to Lessee from time to time on a non-exclusive periodic basis. Lessee desires to dry lease the Aircraft.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and undertakings herein contained, the Parties hereto do hereby agree as follows:

### ARTICLE 1: LEASE AND TERM

**1.1 Lease.** Lessor hereby agrees to dry lease to Lessee, from time to time, and Lessee hereby agrees to dry lease from Lessor, from time to time, one (1) 1980 Cessna Citation II (C550) aircraft with U.S. registration mark N941JM, and manufacturer's serial number 550-0146 (the "**Airframe**"), equipped with two (2) Pratt and Whitney model JT15D-4 engines bearing manufacture's serial numbers PCE70277 and PCE70234 (the "**Engines**") together with all components, accessories, systems, appliances, parts, instruments, furnishings, and any manufacturer's or third-party warranties, any manufacturer service programs in connection with the Aircraft and other equipment installed thereon or attached thereto on the date hereof, all specified avionics, equipment, spare parts and loose equipment and all logs, weight and balance documents, wiring diagrams, manuals and other records and documentation pertaining to the operation and maintenance of such aircraft in Lessors possession or under its control (the foregoing, together with the Airframe and Engines, collectively, the ("**aircraft**") to Lessee hereunder. Changes to the U.S. registration mark of the Aircraft shall have no effect on this Agreement.

**1.2 Term and Rental Periods.** The Term of this Agreement ("**Term**") shall commence on, for a period of one (1) year. Thereafter, this Agreement shall renew on a month-to-month basis. Either Party may terminate this Agreement at any time upon five (5) days written notice to the other Party. Lessee may dry lease the Aircraft pursuant to this Agreement for specific periods of time during the Term ("**Rental Periods**"). No Rental Period shall be for more than Thirty (30) days.



## ARTICLE 2: RENTAL AND EXPENSES

2.1 Rental Payment. Lessee agrees to pay to Lessor an hourly rental fee at a rental rate of Eight Hundred Dollars (\$ [REDACTED] ) per hour of operation during each Rental Period. Such hourly rental fees include delays, detours, cancellations caused by weather, routing, maintenance or other similar occurrences during each Rental Period, except that Lessor, at its sole discretion, may reduce the rental fees in the event of such occurrences. In addition, Lessee shall pay for a minimum of one hour of Rental Payment on any day during the Rental Period.

2.2 Positioning, Repositioning Charges. Lessee shall be responsible for accepting the Aircraft from Lessor, and returning the Aircraft to Lessor at Hector International Airport, KFAR ("**Home Base**"), or other airport agreed between the Parties. If Lessee commences or ends its Rental Period at a point other than Home Base, Lessee shall, in Lessor's sole discretion, be assessed an additional charge equivalent to Lessor's costs in positioning the Aircraft from Home Base to the delivery point, or repositioning the Aircraft back to Home Base from the point of return.

2.3 Lessee Reimbursement for Incidental Charges. Lessee shall be responsible for all incidental charges for any flight during the Rental Period, including but not limited to, hangaring and tie down charges away from the aircraft's base of operation, landing fees, federal excise taxes, airport taxes or similar charges, customs, immigration or similar charges related to international flight; and any additional insurance premiums required for specific flights during the Rental Period. In the event any such charges are made by Lessor to service providers, Lessee shall promptly reimburse Lessor for such costs.

2.4 Lessor Reimbursement for Certain Charges. Lessor has incorporated the cost for maintenance and repairs, into the Rental Payment. In the event any charges for maintenance are paid directly by Lessee, Lessor shall promptly reimburse Lessee for such cost, or deduct as an offset against Rental Payments.

2.5 Invoicing and Payment. Lessor will send Lessee invoices for such payments as are due under the Article for each Rental Period, using the form attached as Appendix A or other form at Lessor's discretion. Lessee shall make payment by check or money order payable to [REDACTED] payable upon receipt, or shall wire transfer funds to the address specified on the invoice.

2.6 Calculation of Hours of Operation. For purposes of Rental Payments, hours of operation for each Rental Period shall be calculated (a) from the time the Aircraft takes off to the time it lands, and (b) hours of operation shall include flights to return the Aircraft to Lessor at the end of Rental Period.

2.7 Taxes. All payments, including specifically Rental Payments made by Lessee hereunder, shall be made free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions

now or hereafter imposed by any governmental or taxing authority. Taxes which the Lessee may incur while operating the Aircraft included but are not limited to: fuel excise taxes, airport taxes, sales and use taxes, over flight fees or taxes, and customs duties or other foreign taxes relating to international travel.

2.8 Procedure to Request Rental of Aircraft. Lessee shall make request for rental of the Aircraft to Lessor either orally or in writing. Request should be made as far in advance as possible before the intended commencement of the Rental Period.

2.9 Availability. Lessor is making the Aircraft available to Lessee for dry lease on a "as available" basis only, and makes no guarantee or warranty with regard to Aircraft availability. Lessor will, in good faith, attempt to make the Aircraft available when it is not otherwise being used by Lessor, another lessee, or is unavailable for maintenance or other reasons.

2.10 Non-availability or Delay due to Unanticipated Causes. Lessor shall promptly notify Lessee if the Aircraft cannot be delivered for a Rental Period due to an unanticipated delay, such as weather or mechanical related delays. Lessor shall not be responsible for any loss, injury, damage, delay or cancellation, or any consequential or incidental damages or costs incurred by Lessee caused by such delay or cancellation.

### **ARTICLE 3: OPERATION OF AIRCRAFT BY LESSEE**

3.1 Operational Control. During each Rental Period, Lessee is and shall be the sole operator of the Aircraft and has sole operational control of the Aircraft. During each Rental Period, Lessee is responsible for operating the Aircraft in accordance and compliance with all laws, ordinances and regulations relating to the possession, use, or maintenance of the Aircraft, including, but not limited to the FAR's.

3.2 Selection of Flight Crew. Lessee shall select and hire its own flight crew provided that the pilots shall be professionally trained and qualified, shall be familiar with and licensed to operate the Aircraft, shall have current medical certificates, be listed as insured pilots on Lessors insurance policy, and have recurrent training in the leased aircraft.

3.3 Care and Use. Lessee shall use and operate the Aircraft in a careful and proper manner. Lessee shall operate the Aircraft in accordance with the flight manual and all manufacturer's suggested operating procedures. Lessee shall not operate, use, or maintain the Aircraft in violation of any airworthiness certificate, license, or registration relating to the Aircraft, or contrary to any law or regulation.

3.4 Limits of Operations. Lessee expressly warrants and agrees that it shall not operate the Aircraft outside the geographic limits set forth in the Insurance Policies, or otherwise operate the Aircraft in a way that would violate or compromise the Insurance Policies. Lessee shall use the Aircraft only for and on account of its business, and will not use the Aircraft for the purpose of providing transportation of passengers or cargo in

air commerce for compensation or hire (except in accordance with the provisions of FAR 91.501), or for any illegal purpose.

3.5 Documentation. Lessee shall complete required flight logs, maintenance logs, or other recording entries required by the FARs during any Rental Period.

3.6 Maintenance and Repair. Lessor, at its own cost and expense, will promptly repair or replace all parts, appliances, components, instruments, accessories, and furnishings that are installed in or attached to the Aircraft (herein called "Parts") that may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair, or permanently rendered unfit for use for any reason whatsoever during a Rental Period. Further, Lessor shall reimburse Lessee for any mechanics liens or other costs incurred by Lessee associated with non-routine repairs or maintenance made during a Rental Period, provided that: (1) such repairs shall be made by an FAA approved repair facility; and (2) Lessor shall approve in advance such repairs or maintenance. Lessee covenants to repair any damage beyond ordinary wear and tear caused by Lessee's use of the Aircraft.

3.7 Right to Inspect. Lessor and its authorized representatives shall, at all reasonable times, have the right to enter the premises where the Aircraft may be located for the purpose of inspecting and examining the Aircraft, its condition, use and operation, and the books and records of Lessee relating thereto to ensure Lessee's compliance with its obligations under this Lease. Notwithstanding the foregoing rights, Lessor has no duty to inspect and shall not incur any liability or obligation by reason of not making any such inspection.

#### **ARTICLE 4: INSURANCE AND LIABILITY**

4.1 Primary Liability and Property Damage Insurance. Lessor shall maintain in effect, at its own expense, third party Aircraft liability insurance, passenger legal liability insurance and property damage liability insurance during the Term in such amounts as are customary for similarly situated aircraft. Each liability policy shall be primary without right of contribution from any other insurance that is carried by Lessee, and expressly provided that all the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

4.2 Insurance Against Physical Damage. Lessor shall maintain in effect, at its own expense, all-risk ground and flight Aircraft hull insurance covering the Aircraft. Any such insurance shall be during the Term for an amount customary for a similar aircraft.

4.3 Lessee As Named Insured. All Insurance Policies carried by Lessor in accordance with this Article shall name Lessee as a named insured.

4.4 Deductible. Any Insurance Policy carried by Lessor in accordance with this Article may be subject to a deductible amount, which is customary under policies



insuring similar aircraft. Lessor warrants and agrees that in the event of an insurable claim, Lessor will bear the costs up to the deductible amount.

4.5 Additional Insurance for Lessee. Lessee may, at its discretion, obtain additional insurance covering its operation of the Aircraft.

4.6 Certificate of Insurance. Upon request, Lessor shall deliver to Lessee a certificate of insurance evidencing the insurance required to be maintained by Lessor under this Article.

4.7 Mutual Waiver of Liability Claims. Except as specifically set forth in this Agreement, Lessor and Lessee ("Parties") each hereby agree that each shall hold harmless the other party, and the other Party's respective officers, directors, agents, employees, servants, attorneys, insurers, coinsures, reinsures, indemintors, parents, subsidiaries, affiliates, predecessors, successors, and assigns from any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including reasonable legal fees and expenses, of whatsoever kind and nature including, without limitation, personal injury or death ("Liabilities"), that could be asserted by that Party against the other Party directly or indirectly (including but not limited to claims raised against that Party by any third-party, employee, agent, or other person or entity not a party to the Agreement) arising out of the lease, sublease, possession, rental, use, condition, operation, transportation, return, storage or disposition of the Aircraft or any part thereof (including, without limitation, Liabilities in any way relating to or arising out of latent or other defects, whether or not discoverable by a Party or any other person, injury to persons or property, or strict liability in tort), provided, however, that neither Party shall be required to hold harmless the other Party for Liabilities resulting from the gross negligence or willful misconduct of the other Party.

## **ARTICLE 5: WARRANTIES AND DISCLAIMERS**

5.1 Lessor's Warranty. Lessor warrants that (1) the Aircraft shall be delivered to Lessee in airworthy condition; (2) the Aircraft is properly registered in accordance with U.S. law; and (3) Lessor is a citizen of the United States of America as set forth in Section 40102(16) of the Transportation Laws and the regulations thereunder.

5.2 Lessor's Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE AND HEREBY EXPRESSLY DISCLAIMS, AND LESSEE EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, WORKMANSHIP, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT OR

ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF.

5.3 Lessee's Representation Regarding Selection. Lessee represents and warrants that: (1) it has selected the Aircraft based on its own judgment and disclaims any reliance upon statements or representations not part of this Agreement; and (2) that the Aircraft is of a size, design and capacity selected by Lessee and is suitable for Lessee's intended use.

5.4 Lessee's Warranty Regarding Operation. Lessee represents and warrants that it shall only operate the Aircraft under the terms, conditions, and restrictions, as set forth in this Agreement.

## ARTICLE 6: MISCELLANEOUS

6.1 Title. Title to the Aircraft shall remain vested in Lessor during the Lease Term and Aircraft shall be registered at the FAA in the name of Lessor. Lessee shall have no right, title or interest in or to the Aircraft except as expressly provided herein and shall take no action that would impair the continued registration of the Aircraft at the FAA in the name of Lessor. Lessee shall not file or record this Agreement with the FAA. Lessee shall do or cause to be done any and all acts and things which may be required to perfect and preserve the interest and title of Lessor to the Aircraft within any jurisdiction in which Lessee may operate the Aircraft, and Lessee shall also do or cause to be done any and all acts and things which may be required under the terms of any other agreement, treaty, convention, pact or by any practice, customs or understanding involving any country or state in which Lessee may operate, as may be necessary or helpful, or as Lessor may reasonably request, to perfect and preserve the rights of Lessor within the jurisdiction of any such country or state.

6.2 Liens. Except as provided herein, Lessee will not directly or indirectly create, incur, assume or suffer to exist any liens on or with respect to (1) the Aircraft or any part thereof; (2) Lessor's title thereto; or (3) any interest of Lessors Therein. Lessee will promptly, at its own expense, take such action as may be necessary to discharge any such lien. Lessee may incur the following liens: (i) The respective rights of Lessor and Lessee as herein provided; (ii) liens created by Lessor; (iii) liens for taxes either not yet due or being contested by Lessee in good faith; and (iv) materialmen's, mechanics, workmen's, employees' or other like liens arising in the ordinary course of business of Lessee, or Parties acting on behalf of Lessee insofar as such actions relate to the Aircraft and are not inconsistent with this Agreement, not delinquent, and for the payment of which adequate reserves have been provided.

### 6.3 Defaults.

(a) Each of the following events shall constitute and "Event of Default" hereunder (whatever the reason for such event of default and whether it shall be voluntary or involuntary, or come about or be effected by operation of law, or be pursuant to or in

compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body); (1) if Lessee shall fail to pay when due any sum under the Agreement and such failure shall continue for a period of three business days after oral, facsimile, or written notice has been given by Lessor to Lessee; (2) if Lessee shall fail to perform any covenant or agreement contained herein, and such failure shall continue for a period of fifteen (15) days after notice thereof shall have been given in writing; (3) if any representation or warranty made by Lessee in this Agreement or any agreement, document or certificate delivered by the the Lessee in connection herewith is or shall become incorrect in any material respect; (4) if Lessee shall operate the Aircraft in violation of any applicable law, regulation, rule or order of any governmental authority having jurisdiction thereof or shall operate the Aircraft when the insurance required hereunder shall not be in effect; (5) if any proceedings shall be commenced under any bankruptcy, insolvency, reorganization, readjustment of debt, receivership or liquidation law or statute of any jurisdiction; (6) if any such proceedings shall be instituted against either Party and shall not be withdrawn or terminated within thirty (30) days after their commencement.

(b) Upon the occurrence of any Event of Default Lessor may, at its option, exercise any or all remedies available at law or in equity, including, without limitation, any or all of the following remedies, as Lessor in its sole discretion shall elect; (1) by notice in writing to terminate this Agreement immediately, whereupon all rights of the Lessee to the use or possession of the Aircraft or any part thereof shall absolutely cease and terminate but Lessee shall remain liable as hereinafter provided; and thereupon Lessee, if so requires by Lessor, shall at its expense promptly return the Aircraft and Aircraft Documentation as required by this Agreement or Lessor, at is option, may enter upon the premises where the Aircraft or Aircraft Documentation are located and take immediate possession of any remove the same by summary proceedings or otherwise. Lessee specifically authorizes Lessor's entry upon any premises where the Aircraft or Aircraft Documentation may be located for the purpose of, and waives any cause of action it may have arising from, a peaceful retaking of the Aircraft or Aircraft Documentation; or (2) perform or cause to be performed any obligation, covenant or agreement of Lessee hereunder. Lessee agrees to pay all costs and expense incurred by Lessor for such performance and acknowledges that such performance by Lessor shall not be deemed to cure said Event of Default.

(c) Lessee shall be liable for all costs, charges and expenses, including reasonable legal fees and disbursements, incurred by Lessor by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto. No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessor shall not be deemed to have waived any default, Event of Default or right hereunder unless the same is acknowledged in writing by duly authorized representative of Lessor. No waiver by Lessor of any default or Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of Lessor in exercising any rights granted in hereunder upon any occurrence of any such right upon the continuation or

recurrence of any such contingencies or similar contingencies, and any single or partial exercise of any particular right by Lessor shall not exhaust the same or constitute a waiver of any other right provided herein.

6.4 Successors and Assigns. This agreement shall be binding upon Lessor, Lessee, and their respective successors and assigns, except that Lessee may not assign or transfer any of its rights hereunder except with the prior written consent of Lessor. Subject to the foregoing, this Lease shall inure to the benefit of Lessor and Lessee and their respective successors and assigns.

6.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt or refusal to accept receipt) by delivery in person, first class mail properly addressed and postdated prepaid, or by a reputable overnight courier service, addressed as follows:

If to Lessor:



If to Lessee:



or at such other address as either Party may designate in writing. Any notice hereunder shall be effective upon delivery.

6.6 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior and contemporaneous understandings of the Parties.

6.7 Severability. If any provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each Party hereto hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.8 Amendments and Modifications. The terms of this Agreement shall not be waived, varied, contradicted, explained, amended or changed in any other manner except by an instrument in writing, executed by both Parties.

**6.9 Choice of Law.** This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Montana (disregarding any Conflict of Laws rule which might result in the application of the laws of any other jurisdiction), including all matters of construction, validity, and performance.

**6.10 Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control (including mechanical, electronic, or communications failure, but excluding failure cause by a Party's financial condition or negligence).

**6.11 Execution.** This lease may be executed in any number of counterparts, each of which when so executed shall be deemed to be any original, and such counterparts together shall constitute one and the same instrument.

## **ARTICLE 7: TRUTH IN LEASING**

**7.1 Representation Regarding Maintenance.** THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED SINCE NEW UNDER FEDERAL AVIATION REGULATION PART 91 (AIRCRAFT MAY BE MAINTAINED UNDER PART 135 UPON COMPLETION OF CONFORMITY INSPECTION). LESSOR HEREBY CERTIFIES THAT THE AIRCRAFT COMPLIES WITH THE MAINTENANCE AND INSPECTION REQUIRMENTS CONTAINED IN THE ABOVE LISTED FEDERAL AVIATION REGULATION FOR LESSEE'S USE OF THE AIRCRAFT UNDER THIS LEASE.

**7.2 Representation Regarding Operational Control.** LESSEE, WHOSE NAME AND ADDRESS APPEAR HEREIN, IS RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT UNDER THE LEASE, LESSEE HEREBY CERTIFIES THAT IT UNDERSTANDS ITS RESPONSIBILITIES FOR COMPLIANCE WITH THE FEDERAL AVIATION REGULATIONS APPLICABLE TO THE AIRCRAFT.

**7.3 Information from FAA.** LESSEE UNDERSTANDS THAT AN EXPLANATION OF FACTORS BEARING ON OPERATIONS CONTROL AND PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISCTRIC OFFICE, OR AIR CARRIER DISTRICT OFFICE.

**7.4 FAA Notification:** in accordance with FAR 91.23. The Parties shall take the following actions upon execution of this Agreement: (a) a copy of this Agreement shall be placed aboard the Aircraft; (b) a copy of this agreement will be mailed to the FAA Aircraft Registration Branch, Attn: Technical Section, P.O. Box 25724, Oklahoma City, OK 73125 within 24 hours of execution; and (c) the FAA will be notified at least 48 hours prior to the first flight of any aircraft under this Agreement.

*(Signature page follows)*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their names and on their behalf by their duly authorized officers, effective as of the date first written above.



Member



Slice of the 406, LLC

[REDACTED]  
Moorhead, MN 56560  
[REDACTED]

# INVOICE

1-800-368-3688  
FEB 05 2018  
BY:.....

INVOICE NO. 1025  
DATE 2/2/2018  
CUSTOMER ID

TO  
Dabbert Homes

JOB	PAYMENT TERMS		
St. Paul - 2/1/18	Due on receipt		
DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Aircraft Lease	1.5	[REDACTED]	[REDACTED]

**TOTAL** \$ [REDACTED]

Thank you for your business.

EXHIBIT  
3  
DABBERT  
2-8-18



Set to Pay Report

03/15/18

Continued...

Record#	Invoice#	Job/Description	Balance	Retained	Discount	Set To Pay
<b>Vendor Totals:</b>						
496	Slice of the 406, LLC					
53435	1025	Flight to St Paul				
<b>Vendor Totals:</b>						
513						
54143	292398	Advertising				
<b>Vendor Totals:</b>						
739						
54498	26-3-DCH	Vol. 26 #3				
<b>Vendor Totals:</b>						
<b>Grand Totals:</b>						

Slice of 406, LLC

[REDACTED]

Moorhead, MN 56560

[REDACTED]

RECEIVED  
FEB 05 2018  
BY: \_\_\_\_\_

# Statement

Date
2/2/2018

TO

Dabbert Homes

		Amount Due	Amount Enc.		
		\$ [REDACTED]			
Date	Transaction	Amount	Balance		
12/31/2017	Balance forward		0.00		
01/05/2018	INV #1020. Due 01/05/2018. — Rent, 1.7 @ \$ [REDACTED] = [REDACTED]	[REDACTED] ✓	[REDACTED]		
02/02/2018	INV #1025. Due 02/02/2018. — Rent, 1.5 @ \$ [REDACTED] = [REDACTED]	[REDACTED] ✓	[REDACTED]		
			<i>pel</i>		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
[REDACTED]	[REDACTED]	0.00	0.00	0.00	[REDACTED]

1

2 In re

3

The Matter of Andy Skatvold

4

5

6

7

8

9

D E P O S I T I O N

10

of

11

DON DABBERT

12

March 8, 2019

13

1:10 p.m.

14

15

16

17

TAKEN AT: FAA Fargo Flight Standards  
District Office

18

[REDACTED]  
Fargo, North Dakota 58104

19

20

21

22

REPORTER: Kerstin I. Haukebo

23

ATKINSON-BAKER, INC.

24

[REDACTED]

25

FILE NO.: AD023FD

1                                   A P P E A R A N C E S  
2  
3           BRIAN K. KHAN  
4           Attorney at Law  
5           FEDERAL AVIATION ADMINISTRATION  
6           ████████████████████  
7           Washington, DC 20591  
8           ████████████████████  
9  
10           ALSO PRESENT:  
11           Dustin Jostad  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Page 2

1                                   I N D E X  
2           WITNESS                                   PAGE NO.  
3           DON DABBERT  
4           Examination - by Mr. Khan                                   4  
5  
6  
7  
8  
9                                   E X H I B I T S  
10  
11           EXHIBIT NO.           DESCRIPTION                                   PAGE  
12           1           Photograph                                   13  
13           2           Aircraft Dry                                   14  
14                                   Lease Agreement  
15           3           Invoice                                   28  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Page 3

1           DON DABBERT, a witness, being first duly sworn,  
2           testified on his oath as follows:  
3  
4                                   E X A M I N A T I O N  
5           BY MR. KHAN:  
6           **Q. Okay. Sir, we're just going to start by**  
7           **getting some background.**  
8           **So what do you do for a living?**  
9           A. I am a builder developer.  
10           **Q. Okay. And do you live here in Fargo?**  
11           A. West Fargo.  
12           **Q. West Fargo. Okay. How long have you been in**  
13           **the area?**  
14           A. Ah, since 1985.  
15           **Q. Do you hold any pilot or any certificates**  
16           **issued by the FAA?**  
17           A. Only for my drone.  
18           **Q. Okay. Do you travel on airplanes often?**  
19           A. Um, how would you define "often"?  
20           **Q. Ah, a few times a month.**  
21           A. I'd say maybe a half a dozen times a year.  
22           **Q. Okay. And, ah, is it mostly for business,**  
23           **pleasure, or both?**  
24           A. Some of both.  
25           **Q. Okay. And when you travel do you fly**

Page 4

1           **commercially, primarily for, like, Delta, American,**  
2           **United?**  
3           A. Primarily, yes.  
4           **Q. Okay. Have you ever flown privately?**  
5           A. I have.  
6           **Q. Okay. So we're going to talk about your --**  
7           **some of your private air travel.**  
8           **Have you used any companies before, ah, for**  
9           **private air travel, or has it been exclusively with**  
10           **Mr. Skatvold?**  
11           A. Ah, there's been other companies.  
12           **Q. Okay. And what companies were those?**  
13           A. Oh, gosh, everything from, ah, like  
14           Marvin Windows, ah, Flight Center -- or Jet Center --  
15           **Q. Uh-huh.**  
16           A. -- ah, Rick Berg's plane one time -- um, trying  
17           to think -- there's been a couple other privates and  
18           then stuff with Andy.  
19           **Q. Okay. And so how did you get to know Andy,**  
20           **Andy Skatvold?**  
21           A. Um, that's a good question. Let me think about  
22           that. I would think it was probably through Mike Stock,  
23           Dirt Dynamics, who is one of my vendors.  
24           **Q. Okay. Stock's S-t-o-c-k?**  
25           A. -c -- yeah.

Page 5

1 **Q. Okay.**  
2 A. Yeah.  
3 **Q. Okay. And what sort of partner is**  
4 **Dirt Dynamics?**  
5 A. He is a vendor for me that does my  
6 excavation --  
7 **Q. Okay.**  
8 A. -- ah, for my construction projects.  
9 **Q. Ah, and when you flew with, ah, Andy Skatvold,**  
10 **did he ever talk about his, you know, pilot**  
11 **qualifications or anything ever?**  
12 A. Ah, yeah, a little bit, I think as far as  
13 just -- I'm always interested in that stuff, so I think  
14 just a matter of how he got started and different levels  
15 of stuff he's gone through, and if he did tell me any  
16 certifications, it probably wouldn't have really  
17 registered as to what that meant.  
18 **Q. Okay. And he provided you air travel on**  
19 **multiple occasions?**  
20 A. Ah, more than one.  
21 **Q. More than one. Okay. So let's talk about the**  
22 **flight on November 29th and 30th.**  
23 **Do you know how that round-trip flight was set**  
24 **up?**  
25 A. Ah, through -- I guess I don't know exactly. I

Page 6

1 was part of an e-mail. Ah, we were debating whether we  
2 were all to carpool or if it were to be worked out that  
3 we would actually end up taking a flight.  
4 **Q. Okay. And, ah, what was the purpose of the**  
5 **trip?**  
6 A. It was a state board meeting for the  
7 North Dakota Association of Home Builders.  
8 **Q. And how was the cost split amongst the**  
9 **passengers? Did you have any payment that you made for**  
10 **that flight?**  
11 A. I never received an invoice and didn't, ah,  
12 since make a payment.  
13 **Q. Uh-huh.**  
14 A. Ah, the breakdown was via an e-mail as to about  
15 what it was going to cost per person.  
16 **Q. Okay. Do you happen to have any of those**  
17 **e-mails?**  
18 A. I would.  
19 **Q. Okay. Would you be willing to provide it to**  
20 **us?**  
21 A. Yeah. That was actually through the local  
22 Home Builders Association --  
23 **Q. Okay.**  
24 A. -- who was kind of the conduit, I guess, for,  
25 ah, whoever was making the arrangements.

Page 7

1 **Q. And, ah, approximately how many passengers were**  
2 **on board?**  
3 A. Ah, I think there was ten of us, if I -- ah,  
4 I'd have to count, but I think ten sticks in my mind.  
5 **Q. Does that include Mr. Skatvold?**  
6 A. No, I think he would have been -- well, let me  
7 see. Do you have a pen I could borrow?  
8 MR. JOSTAD: Yeah, absolutely. Paper?  
9 THE WITNESS: Ah, this is fine.  
10 See if I can remember who was there. Let's  
11 see, I must be forgetting someone. I think off the top  
12 of my head -- so there was three, four, five, six,  
13 seven, eight, nine -- there might have been ten with --  
14 ten with Andy.  
15 BY MR. KHAN:  
16 **Q. Okay. And were any of the other passengers a**  
17 **pilot or a flight crew, other than Mr. Skatvold?**  
18 A. No, I was sitting in the right seat.  
19 **Q. Okay.**  
20 A. I always like sitting up front, just to see  
21 what's going on.  
22 **Q. Okay. So you were in the -- what would it be**  
23 **called -- the copilot seat?**  
24 A. Correct --  
25 **Q. Ah...**

Page 8

1 A. -- there and back.  
2 **Q. Okay. And so can you describe what happened on**  
3 **the flight, as you landed, on November 30th, 2018.**  
4 A. Ah, how far back would you like me to start?  
5 **Q. Just maybe before touchdown, anything unusual**  
6 **that occurred that you can remember.**  
7 A. Yeah, I -- we had, ah, clear skies in Williston  
8 taking off. We had a really nice flight all the way  
9 across the state. Ah, he was -- not that I could really  
10 hear much, but I could hear when he would be getting  
11 weather reports and everything else.  
12 Ah, and then we were dropping down. It seemed  
13 like we -- and I told the NTSB -- it seemed like we --  
14 for whatever reason, we were in the clouds a long, long  
15 time and had dropped down to maybe -- if I remember, it  
16 was maybe like 3,000 or 3,800 feet.  
17 And we were coming in and I just remember  
18 seeing there was a lot of moisture and then kind of even  
19 icing up on the window, and looking out I could see  
20 the -- it had the -- the black rubber boot on the wing  
21 and it was definitely gathering ice and -- and stuff.  
22 And then we -- we put the landing gear down and  
23 checked -- yeah, I don't know why -- three -- three  
24 green buttons, or three green lights, indicator lights,  
25 ah, landing gear's down. Ah, he's still talking for his

Page 9

1 final approach.

2 Um, still not seeing the ground at this point,  
3 ah, we dropped out of the clouds, see the ground. Of  
4 course it's very white. Ah, we got to the ground or  
5 something, and, um, coming in seemed to be fairly  
6 routine, um, but then maybe just -- I know we didn't  
7 touch down but we were gliding, ah, in for that. Um, I  
8 would have no idea how far off the ground at one point,  
9 but then it almost felt like the plane started to  
10 fishtail a little bit, and, ah, he said something, He said  
11 "losing" or -- I don't remember exactly. He said  
12 something -- I couldn't make it out -- and then I saw  
13 him reach down to give it acceleration.

14 At that point is when it veered hard to the  
15 right and the right wing, ah, made contact at that point  
16 and then, ah, spun us around clockwise, and I would say  
17 that the nose must have touched down, made contact at  
18 that point, and then we continued to kind of spin.

19 And I don't know if we ever -- if it was a  
20 complete -- I don't know if we did a full 360, in terms  
21 of rotations on the ground, or if it just caught and  
22 then kind of righted itself once the other landing  
23 gear -- ah, left side landing gear would have come down.  
24 I don't -- I don't know if -- all I remember is when we  
25 veered very hard it dropped, the wing dropped to the

Page 10

1 A. I would not have known at that particular time  
2 if he had or hadn't.

3 **Q. Okay. And so you said you were never -- you  
4 never paid for -- for that flight.**

5 **Do you know if anyone else has or...**

6 A. To my knowledge, no one else has received an  
7 invoice for that flight.

8 **Q. Ah, do you know, for that flight, ah, who was  
9 responsible or who you thought was responsible for the  
10 operation of the flight, ah, like fuel, maintenance,  
11 pilot qualifications, and weather?**

12 A. Ah, could you break that down for me.

13 **Q. Sure. So who, on those flights, did you, I  
14 guess, assume was responsible for things like the  
15 maintenance of the aircraft or making sure pilot  
16 qualifications were met?**

17 A. So this particular flight on this date or --  
18 when you said "flights," you mean those two --

19 **Q. Yeah.**

20 A. -- flights on that day?

21 Um, I guess I hadn't, ah, given much thought to  
22 that.

23 **Q. Okay. Did you assume it was Andy Skatvold?**

24 A. Ah, I guess I wouldn't have assumed that. I  
25 mean, I don't know as far as the ongoing maintenance or

Page 12

1 right and the tail dropped, and it's like that right --  
2 the left side wanted to climb, and it seemed to have  
3 some lift but the right side just sank hard.

4 **Q. Okay. And did you sustain any injuries or  
5 anyone else sustain injuries?**

6 A. Ah, not at that time --

7 **Q. Uh-huh.**

8 A. -- and nothing was apparent. Um, I had a  
9 bruised leg and shoulder, but other than getting kind of  
10 tossed around a little bit, everyone walked away.

11 Since then people had gone in and had checkups  
12 and different things, ongoing things. One of my  
13 friends, John Koerselman, [REDACTED]  
14 for that --

15 **Q. Okay.**

16 A. -- [REDACTED] some other stuff. There was  
17 some internal bruising on some people, some -- Tom I  
18 know had [REDACTED] t or something with  
19 it, and -- and Bryce, just kind of some -- some [REDACTED] --  
20 but for me personally, that I can speak to, nothing  
21 severe. My [REDACTED] ends to still give me --  
22 it's sore from time to time, but, I mean, it could be  
23 from another thing, maybe. I just don't know for sure.

24 **Q. Do you know whether Mr. Skatvold had an  
25 insurance policy on the aircraft at all?**

Page 11

1 operations of that stuff. I just knew that in the past,  
2 when there had been an invoice for the rental or lease  
3 of the aircraft, I had always been invoiced separately  
4 for the pilot. As to beyond that, I don't know the  
5 inner workings of that stuff.

6 **Q. Okay. I just want to show you a picture to  
7 see.**

8 **Was this the airplane for those flights?**

9 A. It was.

10 **Q. Okay. Do you remember the tail number at all?**

11 A. Ah, I remember seeing it on the, ah, gauge  
12 cluster, but I don't know the number.

13 **Q. Okay. Does November 941JM sound familiar?**

14 A. Yeah.

15 MR. KHAN: Okay. I'll mark that as Exhibit 1.

16 (Exhibit 1 was marked for identification.)

17 BY MR. KHAN:

18 **Q. So you just said agreements -- so did you sign  
19 any agreements ever?**

20 A. No, meaning not -- I wasn't aware of the  
21 arrangements of after, who was maintenance or anything  
22 like that.

23 **Q. Okay. Let me show you a document here. You  
24 can take a look at it.**

25 **Did you ever sign any of these agreements or**

Page 13

4 (Pages 10 to 13)

1 **see anything like this when you flew with Andy Skatvold?**  
2 A. Ah, no, dry lease agreement, no.  
3 (Exhibit 2 was marked for identification.)  
4 BY MR. KHAN:  
5 **Q. Okay. So can you tell me about the other**  
6 **flights that you've flown on with him, if you remember**  
7 **approximate dates and destinations, ah -- I guess, first**  
8 **of all, how many flights would you say you flew with**  
9 **him?**  
10 A. Um, oh, maybe half a dozen. One of them was,  
11 you know, with -- with Mike Stock, and that might have  
12 been even on a different plane at one time -- it wasn't  
13 the jet -- but I couldn't tell you which one that --  
14 which plane that was.  
15 **Q. Okay.**  
16 A. I would say, yeah, a handful of times over two,  
17 three years, two years, maybe.  
18 **Q. And would it be you that arranged it, or was it**  
19 **through somebody else?**  
20 A. Um, some of both.  
21 **Q. Okay. Can you tell me about the flights that**  
22 **you would arrange when it was -- when it was just you**  
23 **and logistically how that would -- that would work.**  
24 A. Sure. Ah, it would be either through a phone  
25 call or a text to Andy to see if the plane was

Page 14

1 available --  
2 **Q. Uh-huh.**  
3 A. -- and then to see if he would be available,  
4 ah, as a pilot.  
5 **Q. Okay. And, ah, how was the fee arrangement?**  
6 **How much was a typical charge? Was it by the hour or...**  
7 A. Yeah, so there was a rate for an hourly charge  
8 for the plane itself --  
9 **Q. Uh-huh.**  
10 A. -- and then depending on if it would ever be an  
11 overnight or anything for the pilot, and, ah, duration  
12 of the pilot -- typically it was a price per day --  
13 **Q. Okay.**  
14 A. -- and I think there was only maybe one -- one  
15 time there was ever an overnight, maybe twice. Second  
16 time might have been this last one. I think one other  
17 time there was an overnight charge for it.  
18 **Q. Okay. So if you wanted to go from point A to**  
19 **point B, you would simply shoot a text to Andy Skatvold**  
20 **and the logistics would be worked out between you two**  
21 **whether or not he was available, et cetera?**  
22 A. Yes, that would be a fair statement.  
23 **Q. Okay. When you were on these flights, were you**  
24 **briefed in terms of safety or anything like that?**  
25 A. Uh-huh, yeah, we still, every time, go through

Page 15

1 kind of all the -- all the stuff for the door, seat  
2 belts, et cetera.  
3 **Q. And so, again, when you were arranging these**  
4 **flights, he handled pretty much all the scheduling**  
5 **logistics, ah, provided a plane; he flew the plane?**  
6 A. Correct.  
7 **Q. Did you ever receive any itemized invoices from**  
8 **him?**  
9 A. I did.  
10 **Q. Do you have any of those with you?**  
11 A. I do.  
12 **Q. Okay. Ah, could we take a look at them?**  
13 A. Sure. I have some from Northern  
14 Flight Center -- that would be more for the pilot  
15 services -- and then Slice of 406, the aircraft lease.  
16 **Q. Okay. Do you mind if we take like a quick**  
17 **break and then we can go just take a look at these real**  
18 **quick?**  
19 A. (No audible response.)  
20 MR. KHAN: Okay. So we'll go off the record --  
21 THE WITNESS: Okay.  
22 MR. KHAN: -- and we'll...  
23 (Recess was taken.)  
24 MR. KHAN: Ah, we can go back on the record.  
25

Page 16

1 BY MR. KHAN:  
2 **Q. I guess, first, do you mind if we make copies**  
3 **of these?**  
4 A. That's fine.  
5 **Q. Okay. Ah, so going through the two**  
6 **statements -- or the -- yeah, the -- this statement here**  
7 **(indicating), which we'll later mark as Exhibit 3, just**  
8 **to verify, it says "aircraft lease" and -- but you said**  
9 **earlier there was never a lease to be signed or...**  
10 A. I -- if I signed the lease -- I don't recall  
11 seeing anything like that. I -- I don't have anything  
12 in my records for that.  
13 **Q. And, ah, the lease would, ah, look similar to**  
14 **the one I showed you, and you don't -- you're saying you**  
15 **don't recall ever --**  
16 A. Yeah, I do not recall ever signing anything  
17 like that.  
18 **Q. Okay.**  
19 A. I would be surprised if I did, but I don't -- I  
20 can't -- I mean, if you had one and it had my signature  
21 on it, it could be, but I...  
22 **Q. And you probably would have had a copy of it as**  
23 **well?**  
24 A. I would imagine so, but --  
25 **Q. Okay.**

Page 17

1 A. -- yeah, I don't have anything in my  
2 possession, nor do I recall ever signing it.  
3 **Q. If you ever find one, do you mind just letting**  
4 **us know, just so...**  
5 A. Absolutely.  
6 **Q. And so in some of these other flights, ah, you**  
7 **know, like the St. Paul flight, Bismarck, Wisconsin, was**  
8 **it all on the plane that you flew on November 29th and**  
9 **30th, or were there other types of airplanes that you**  
10 **recall?**  
11 A. I would recall for -- I would almost say they  
12 were all on the same plane.  
13 **Q. Okay. Predominantly the November 941 Juliette**  
14 **Mike?**  
15 A. Correct.  
16 **Q. And on any of these flights that you took with**  
17 **Andy Skatvold, was there ever a second officer, another**  
18 **pilot on board?**  
19 A. Yes, yes, there was.  
20 **Q. Okay. Do you recall how many of those flights?**  
21 A. Ah, I -- I don't, ah...  
22 **Q. Would you say it was a lot of them or just a**  
23 **few?**  
24 A. You know, if it was a handful, it was maybe a  
25 couple times then.

Page 18

1 **Q. Okay.**  
2 A. I mean, yeah, I wouldn't say as much as  
3 half-time but more than -- more than once.  
4 **Q. Okay. On any of these flights -- you said on**  
5 **the November 29th and 30th flight you sat in the copilot**  
6 **seat.**  
7 **Did you ever previously do that?**  
8 A. I had, from, again, time to time, whenever I  
9 had an opportunity to.  
10 **Q. Okay. And then, presumably, those -- there**  
11 **weren't -- there wasn't another pilot?**  
12 A. Correct.  
13 **Q. Okay. Do you recall how many times that you**  
14 **were sitting in the right seat?**  
15 A. Yeah, same thing, just, you know, a few -- few  
16 times total of -- of it all, so...  
17 **Q. Okay. And on these flights who did you**  
18 **consider to be the operator of the flight? For example,**  
19 **when you fly Delta between Fargo and Minneapolis,**  
20 **Delta's the operator, ah, so on these flights I guess**  
21 **who did you believe to be the operator?**  
22 A. Ah, well, I guess I don't know the actual  
23 definition of operator to that thing, but I guess you  
24 would almost assume -- ah, Andy was the pilot, and  
25 outside of that I don't know who would have been the

Page 19

1 operator, in terms of the plane itself.  
2 **Q. Okay.**  
3 A. I guess, you know, I mean, in my mind, I'm not  
4 sure what exactly the definition of operator would mean.  
5 **Q. When you were provided these flights, it was**  
6 **provided -- the pilot was provided, the plane was**  
7 **provided as sort of a package deal for you or...**  
8 A. Um, no, because one other time, when I had a  
9 private, ah, plane, it has a separate pilot, so I didn't  
10 actually ever know to the extent of who owned the plane,  
11 or you can say operate or whatever else. I just knew  
12 that if it was -- he had access to that plane --  
13 **Q. Uh-huh.**  
14 A. -- ah, and he would be the pilot.  
15 **Q. Okay. But when you -- so let's just say you**  
16 **texted Andy Skatvold and wanted to travel someplace.**  
17 **Both -- he would provide -- essentially provide both the**  
18 **plane and the pilot for that, and "the pilot" being**  
19 **himself?**  
20 A. Ah, I would never call a third party to arrange  
21 for the plane --  
22 **Q. Okay.**  
23 A. -- if that's a fair --  
24 **Q. Yeah.**  
25 A. -- or a -- what you're trying to answer, yeah.

Page 20

1 **Q. Yeah, so -- and for the pilot, you never sought**  
2 **out your own pilot to fly your airplane?**  
3 A. Ah, not -- I'm trying to -- hold on. Um, I  
4 think one time we were -- I was trying to find a  
5 different pilot, when Andy wasn't available --  
6 **Q. Uh-huh.**  
7 A. -- but the plane was available, but for some  
8 reason I don't think we ever did that.  
9 **Q. Okay.**  
10 A. I don't think that went through.  
11 **Q. So, unless Andy was unavailable, he would be**  
12 **the pilot and it would be on his plane?**  
13 A. Generally speaking it was -- it was Andy and on  
14 the Juliette Mike plane.  
15 **Q. Okay.**  
16 A. But Andy flew -- Andy was a pilot one time on a  
17 different plane, and I don't know who the owner of that  
18 was.  
19 **Q. Okay. And when you were flying with**  
20 **Andy Skatvold, do you know who paid for the airport**  
21 **fees, the parking or hangar costs, rental car?**  
22 A. Ah, generally I would do that --  
23 **Q. Okay.**  
24 A. -- in our -- in my situation.  
25 **Q. Okay. And would he bill you for that or...**

Page 21



1 A. Ah, no, a lot of the times I would pay it right  
2 at the -- at that office, FBO.  
3 **Q. So if you were fueling up, ah, to go to -- I**  
4 **think you went to St. Paul -- you would be the one that**  
5 **paid for the fuel --**  
6 A. Yeah.  
7 **Q. -- and some of the other costs?**  
8 A. Yeah, we'd pay at the executive, pay the, ah,  
9 landing or, ah, hangar heating or anything like that,  
10 the one time, so generally I would just pay that while  
11 we were there, with my credit card, and then fly home.  
12 **Q. Okay. So you already had the receipts. Like**  
13 **there was no reason for Andy Skatvold to itemize it or**  
14 **anything?**  
15 A. I -- ah, I would swipe the card right then and  
16 there and get billed and sign and get the -- get the  
17 bill -- or get the receipt.  
18 **Q. And when you were flying with Andy Skatvold,**  
19 **was it he that determined the weather and fuel**  
20 **requirements or...**  
21 A. Yes.  
22 **Q. Okay. Do you have any idea who decides and**  
23 **when and where maintenance is accomplished? Would that**  
24 **be...**  
25 A. I would not know that.

Page 22

1 **Q. Okay. Ah, when you were flying with**  
2 **Andy Skatvold, who made the decision to initiate,**  
3 **conduct, and terminate the flights?**  
4 A. Um, in other words, who would decide what time  
5 we were taking off?  
6 **Q. Ah, who would decide, I guess once you were all**  
7 **on board, to initiate, ah, conduct the flight, and**  
8 **terminate the flight?**  
9 A. Oh, yeah, Andy --  
10 **Q. Okay.**  
11 A. -- yeah, the pilot.  
12 **Q. Were you able to choose any passengers you**  
13 **wanted to go with you?**  
14 A. Ah, yes.  
15 **Q. Do you know if anyone could pay a dollar amount**  
16 **and get on the flight or...**  
17 A. Ah, no, it was pretty much -- I had the plane.  
18 **Q. Okay. But in the Williston flight, in return,**  
19 **you all were scheduled to pay different -- different**  
20 **prices or you'd split --**  
21 A. No, it was going to -- my recollection, and  
22 then I can get you that e-mail, but it would be that the  
23 flight was going to be X and there was ten people and  
24 there was -- the home builders was going to -- I don't  
25 know who was going to be paying Andy --

Page 23

1 **Q. Uh-huh.**  
2 A. -- but the home builders was going to kind of  
3 be in charge of collecting the money.  
4 **Q. Okay. Were you ever told that any of your**  
5 **flights were, I guess, quote/unquote, charter flights?**  
6 A. No.  
7 **Q. No. Do you know what your approximate weight**  
8 **was on November 29th and 30th?**  
9 A. My individual weight, ah, let's see, that would  
10 be before the holidays, ah, probably around 205, 208.  
11 **Q. Okay.**  
12 A. Kind of a bad month in December.  
13 MR. KHAN: Okay. All right. Can we go off the  
14 record for a second.  
15 (Recess was taken.)  
16 BY MR. KHAN:  
17 **Q. All right. Just a couple more questions.**  
18 A. Uh-huh.  
19 **Q. In some of these destinations, I just want to**  
20 **maybe jog your memory a little bit and see whether or**  
21 **not anything rings a bell, in terms of when you were in**  
22 **the front right seat.**  
23 A. Okay.  
24 **Q. Do you remember being, ah, in that position on**  
25 **the trip to Bismarck you took? It looks like the date**

Page 24

1 **is on or around September 7th, 2018.**  
2 A. Ah, I was not.  
3 **Q. Okay. Ah, what about the trip to Wisconsin,**  
4 **which was billed on the same invoice?**  
5 A. Um, that one, I was on for sure one of 'em --  
6 **Q. Okay.**  
7 A. -- one -- one direction. I don't remember if  
8 it was -- one for sure I know.  
9 **Q. Okay. What about the St. Paul flight, ah, that**  
10 **was invoiced on February 21st, 2018?**  
11 A. What date was that one?  
12 **Q. Ah, it was invoiced -- let's see -- oh,**  
13 **February 1st, 2018, was the day. It looks like you flew**  
14 **into St. Paul --**  
15 A. Ah, I couldn't say for sure on that one.  
16 **Q. Okay. What about on August 8th, 2018, to**  
17 **Bismarck?**  
18 A. Ah, I think there would only be one Bismarck  
19 for '18. There was a September and an August?  
20 **Q. Oh, yeah, I'm sorry, it was the same invoice.**  
21 A. Okay.  
22 **Q. And you said no to that one?**  
23 A. Right.  
24 **Q. And you said the Koehler Wisconsin trip there**  
25 **was -- you were up there at least --**

Page 25

1 A. At least one of 'em, yeah, I think possibly  
2 both, I know for sure one though.  
3 **Q. And the January 4th, 2018, flight to St. Paul,**  
4 **it looks like you were billed for fuel, so I presume on**  
5 **this flight Andy Skatvold paid for it?**  
6 A. Ah, this probably would have been -- so I  
7 generally paid in St. Paul, but I didn't wait around to  
8 pay in Fargo.  
9 **Q. Okay.**  
10 A. So then he would fuel and then send me the  
11 bill.  
12 **Q. Okay.**  
13 A. It looks like fuel for KFAR, so I'm assuming  
14 that's what that would have been to.  
15 **Q. Okay. And then the same for this one, it looks**  
16 **like you were charged for fuel on both of those**  
17 **invoices?**  
18 A. Yeah, this is on the statement, though, so that  
19 would --  
20 **Q. This would be --**  
21 A. -- the detail would be in there for those.  
22 **Q. Okay. The Koehler one has fuel for...**  
23 A. Is that in Fargo, or did -- Koehler, yeah, that  
24 would be -- I paid -- I'm almost positive I would have  
25 paid Koehler --

Page 26

1 **Q. Uh-huh.**  
2 A. -- and then generally was -- I was getting  
3 billed for on the way back --  
4 **Q. Okay.**  
5 A. -- unless it was -- yeah, I don't know the  
6 reason, one way or the other.  
7 **Q. Okay. And so these documents that you provided**  
8 **us today, are those basically all the documents that you**  
9 **have with regard to travel with Andy Skatvold?**  
10 A. To the best of my knowledge. I didn't go back  
11 and look at previous years' worth of business --  
12 **Q. Uh-huh.**  
13 A. -- but that was what was -- my controller  
14 found.  
15 **Q. Okay. And of course that's aside from the**  
16 **e-mail that you said you'd provide us later?**  
17 A. From the home builders?  
18 **Q. Yeah.**  
19 A. Yes, I can forward that to you.  
20 **Q. Okay.**  
21 THE WITNESS: Borrow that again, Dusty?  
22 MR. JOSTAD: Certainly.  
23 MR. KHAN: Anything else?  
24 MR. JOSTAD: (No audible response.)  
25 MR. KHAN: So I think that's all that we have

Page 27

1 at this point. If you think of anything else, and  
2 you're willing to, you know, e-mail us or answer  
3 questions via e-mail, that would be great too, but,  
4 yeah, thank you for your cooperation --  
5 THE WITNESS: Yeah, no problem.  
6 MR. KHAN: -- definitely been a great help.  
7 We can go off the record.  
8 (Exhibit 3 was marked for identification.)  
9  
10 (The deposition was concluded at 1:51 p.m.)  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Page 28

1 NOTARY REPORTER'S CERTIFICATE  
2  
3 STATE OF NORTH DAKOTA  
4 COUNTY OF CASS  
5 I, Kerstin I. Haukebo, a Notary Public within and for  
6 the County of Cass and State of North Dakota, do hereby  
7 certify:  
8 That the foregoing twenty-eight (28) pages contain an  
9 accurate transcription of my shorthand notes then and  
10 there taken.  
11 I further certify that I am neither related to any of  
12 the parties or counsel nor interested in this matter  
13 directly or indirectly.  
14 WITNESS my hand and seal this 5th day of April, 2019.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Kerstin I. Haukebo  
Notary Public  
Fargo, North Dakota

THE FOREGOING CERTIFICATION OF THIS TRANSCRIPT DOES  
NOT APPLY TO THE REPRODUCTION OF THE SAME BY ANY  
MEANS, UNLESS UNDER THE DIRECT CONTROL AND/OR  
DIRECTION OF THE CERTIFYING COURT REPORTER.

Page 29

<p style="text-align: center;"><b>A</b></p> <p><b>able</b> 23:12  <b>absolutely</b> 8:8 18:5  <b>acceleration</b> 10:13  <b>access</b> 20:12  <b>accomplished</b> 22:23  <b>accurate</b> 29:9  <b>actual</b> 19:22  <b>AD023FD</b> 1:25  <b>ADMINISTRATION</b> 2:4  <b>agreement</b> 3:13 14:2  <b>agreements</b> 13:18,19,25  <b>ah</b> 4:14,20,22 5:8,11,13  5:14,16 6:8,9,9,12,20  6:25 7:1,4,11,14,25  8:1,3,3,9,25 9:4,7,9,12  9:25,25 10:3,4,7,10,15  10:16,23 11:6 12:8,8  12:10,12,21,24 13:11  13:11 14:2,7,24 15:4,5  15:11 16:5,12,24 17:5  17:13,13 18:6,21,21  19:20,22,24 20:9,14  20:20 21:3,22 22:1,3,8  22:9,15 23:1,6,7,14,17  24:9,10,24 25:2,3,9,12  25:15,18 26:6  <b>air</b> 5:7,9 6:18  <b>aircraft</b> 3:13 11:25 12:15  13:3 16:15 17:8  <b>airplane</b> 13:8 21:2  <b>airplanes</b> 4:18 18:9  <b>airport</b> 21:20  <b>Amber</b> 1:18  <b>American</b> 5:1  <b>amount</b> 23:15  <b>AND/OR</b> 29:23  <b>Andy</b> 1:3 5:18,19,20 6:9  8:14 12:23 14:1,25  15:19 18:17 19:24  20:16 21:5,11,13,16  21:16,20 22:13,18  23:2,9,25 26:5 27:9  <b>answer</b> 20:25 28:2  <b>apparent</b> 11:8  <b>APPLY</b> 29:23  <b>approach</b> 10:1  <b>approximate</b> 14:7 24:7  <b>approximately</b> 8:1  <b>April</b> 29:14  <b>area</b> 4:13  <b>arrange</b> 14:22 20:20  <b>arranged</b> 14:18  <b>arrangement</b> 15:5  <b>arrangements</b> 7:25  13:21  <b>arranging</b> 16:3  <b>aside</b> 27:15  <b>Association</b> 7:7,22  <b>assume</b> 12:14,23 19:24  <b>assumed</b> 12:24  <b>assuming</b> 26:13  <b>ATKINSON-BAKER</b> 1:23  <b>Attorney</b> 2:3  <b>audible</b> 16:19 27:24  <b>August</b> 25:16,19  <b>available</b> 15:1,3,21 21:5  21:7</p>	<p><b>Avenue</b> 2:4  <b>AVIATION</b> 2:4  <b>aware</b> 13:20</p> <hr/> <p style="text-align: center;"><b>B</b></p> <p><b>B</b> 3:9 15:19  <b>back</b> 9:1,4 11:13 16:24  27:3,10  <b>background</b> 4:7  <b>bad</b> 24:12  <b>basically</b> 27:8  <b>believe</b> 19:21  <b>bell</b> 24:21  <b>belts</b> 16:2  <b>Berg's</b> 5:16  <b>best</b> 27:10  <b>beyond</b> 13:4  <b>bill</b> 21:25 22:17 26:11  <b>billed</b> 22:16 25:4 26:4  27:3  <b>Bismarck</b> 18:7 24:25  25:17,18  <b>bit</b> 6:12 10:10 11:10  24:20  <b>black</b> 9:20  <b>board</b> 7:6 8:2 18:18 23:7  <b>boot</b> 9:20  <b>borrow</b> 8:7 27:21  <b>break</b> 12:12 16:17  <b>breakdown</b> 7:14  <b>BRIAN</b> 2:3  <b>brian.k.khan@faa.gov</b>  2:5  <b>briefed</b> 15:24  <b>bruised</b> 11:9  <b>bruising</b> 11:17  <b>Bryce</b> 11:19  <b>builder</b> 4:9  <b>builders</b> 7:7,22 23:24  24:2 27:17  <b>business</b> 4:22 27:11  <b>buttons</b> 9:24</p> <hr/> <p style="text-align: center;"><b>C</b></p> <p><b>C</b> 2:1  <b>c-</b> 5:25  <b>call</b> 14:25 20:20  <b>called</b> 8:23  <b>car</b> 21:21  <b>card</b> 22:11,15  <b>carpool</b> 7:2  <b>Cass</b> 29:4,6  <b>caught</b> 10:21  <b>Center</b> 5:14,14 16:14  <b>Certainly</b> 27:22  <b>CERTIFICATE</b> 29:1  <b>certificates</b> 4:15  <b>CERTIFICATION</b> 29:22  <b>certifications</b> 6:16  <b>certify</b> 29:7,11  <b>CERTIFYING</b> 29:24  <b>cetera</b> 15:21 16:2  <b>charge</b> 15:6,7,17 24:3  <b>charged</b> 26:16  <b>charter</b> 24:5  <b>checked</b> 9:23  <b>checkups</b> 11:11</p>	<p><b>choose</b> 23:12  <b>clear</b> 9:7  <b>aware</b> 13:20  <b>climb</b> 11:2  <b>clockwise</b> 10:16  <b>clouds</b> 9:14 10:3  <b>cluster</b> 13:12  <b>collecting</b> 24:3  <b>coming</b> 9:17 10:5  <b>commercially</b> 5:1  <b>companies</b> 5:8,11,12  <b>complete</b> 10:20  <b>concluded</b> 28:10  <b>concussion</b> 11:16  <b>conduct</b> 23:3,7  <b>conduit</b> 7:24  <b>consider</b> 19:18  <b>construction</b> 6:8  <b>contact</b> 10:15,17  <b>contain</b> 29:8  <b>continued</b> 10:18  <b>CONTROL</b> 29:23  <b>controller</b> 27:13  <b>cooperation</b> 28:4  <b>copies</b> 17:2  <b>copilot</b> 8:23 19:5  <b>copy</b> 17:22  <b>Correct</b> 8:24 16:6 18:15  19:12  <b>cost</b> 7:8,15  <b>costs</b> 21:21 22:7  <b>counsel</b> 29:12  <b>count</b> 8:4  <b>County</b> 29:4,6  <b>couple</b> 5:17 18:25 24:17  <b>course</b> 10:4 27:15  <b>COURT</b> 29:24  <b>credit</b> 22:11  <b>crew</b> 8:17</p> <hr/> <p style="text-align: center;"><b>D</b></p> <p><b>D</b> 1:9 3:1  <b>DABBERT</b> 1:11 3:3 4:1  <b>Dakota</b> 1:18 7:7 29:3,6  29:19  <b>date</b> 12:17 24:25 25:11  <b>dates</b> 14:7  <b>day</b> 12:20 15:12 25:13  29:14  <b>DC</b> 2:5  <b>deal</b> 20:7  <b>debating</b> 7:1  <b>December</b> 24:12  <b>decide</b> 23:4,6  <b>decides</b> 22:22  <b>decision</b> 23:2  <b>define</b> 4:19  <b>definitely</b> 9:21 28:6  <b>definition</b> 19:23 20:4  <b>Delta</b> 5:1 19:19  <b>Delta's</b> 19:20  <b>depending</b> 15:10  <b>deposition</b> 28:10  <b>describe</b> 9:2  <b>DESCRIPTION</b> 3:11  <b>destinations</b> 14:7 24:19  <b>detail</b> 26:21  <b>determined</b> 22:19  <b>developer</b> 4:9</p>	<p><b>different</b> 6:14 11:12  14:12 21:5,17 23:19  23:19  <b>DIRECT</b> 29:23  <b>direction</b> 25:7 29:24  <b>directly</b> 29:13  <b>Dir</b> 5:23 6:4  <b>District</b> 1:17  <b>document</b> 13:23  <b>documents</b> 27:7,8  <b>dollar</b> 23:15  <b>DON</b> 1:11 3:3 4:1  <b>door</b> 16:1  <b>dozen</b> 4:21 14:10  <b>drone</b> 4:17  <b>dropped</b> 9:15 10:3,25,25  11:1  <b>dropping</b> 9:12  <b>dry</b> 3:13 14:2  <b>duly</b> 4:1  <b>duration</b> 15:11  <b>Dustin</b> 2:8  <b>Dusty</b> 27:21  <b>Dynamics</b> 5:23 6:4</p> <hr/> <p style="text-align: center;"><b>E</b></p> <p><b>E</b> 1:9 2:1,1 3:1,9  <b>e-mail</b> 7:1,14 23:22  27:16 28:2,3  <b>e-mails</b> 7:17  <b>earlier</b> 17:9  <b>eight</b> 8:13  <b>either</b> 14:24  <b>em</b> 25:5 26:1  <b>essentially</b> 20:17  <b>et</b> 15:21 16:2  <b>exactly</b> 6:25 10:11 20:4  <b>Examination</b> 3:4 4:4  <b>example</b> 19:18  <b>excavation</b> 6:6  <b>exclusively</b> 5:9  <b>executive</b> 22:8  <b>Exhibit</b> 3:11 13:15,16  14:3 17:7 28:8  <b>extent</b> 20:10</p> <hr/> <p style="text-align: center;"><b>F</b></p> <p><b>FAA</b> 1:17 4:16  <b>fair</b> 15:22 20:23  <b>fairly</b> 10:5  <b>familiar</b> 13:13  <b>far</b> 6:12 9:4 10:8 12:25  <b>Fargo</b> 1:17,18 4:10,11  4:12 19:19 26:8,23  29:19  <b>FBO</b> 22:2  <b>February</b> 25:10,13  <b>FEDERAL</b> 2:4  <b>fee</b> 15:5  <b>fees</b> 21:21  <b>feet</b> 9:16  <b>felt</b> 10:9  <b>FILE</b> 1:25  <b>final</b> 10:1  <b>find</b> 18:3 21:4  <b>fine</b> 8:9 17:4  <b>first</b> 4:1 14:7 17:2</p>	<p><b>fishtail</b> 10:10  <b>five</b> 8:12  <b>flew</b> 6:9 14:1,8 16:5 18:8  21:16 25:13  <b>flight</b> 1:17 5:14 6:22,23  7:3,10 8:17 9:3,8 12:4  12:7,8,10,17 16:14  18:7 19:5,18 23:7,8,16  23:18,23 25:9 26:3,5  <b>flights</b> 12:13,18,20 13:8  14:6,8,21 15:23 16:4  18:6,16,20 19:4,17,20  20:5 23:3 24:5,5  <b>flown</b> 5:4 14:6  <b>fly</b> 4:25 19:19 21:2 22:11  <b>flying</b> 21:19 22:18 23:1  <b>follows</b> 4:2  <b>foregoing</b> 29:8,22  <b>forgetting</b> 8:11  <b>forward</b> 27:19  <b>found</b> 27:14  <b>four</b> 8:12  <b>friends</b> 11:13  <b>front</b> 8:20 24:22  <b>fuel</b> 12:10 22:5,19 26:4  26:10,13,16,22  <b>fueling</b> 22:3  <b>full</b> 10:20  <b>further</b> 29:11</p> <hr/> <p style="text-align: center;"><b>G</b></p> <p><b>gathering</b> 9:21  <b>gauge</b> 13:11  <b>gear</b> 9:22 10:23,23  <b>gear's</b> 9:25  <b>generally</b> 21:13,22 22:10  26:7 27:2  <b>getting</b> 4:7 9:10 11:9  27:2  <b>give</b> 10:13 11:21  <b>given</b> 12:21  <b>gliding</b> 10:7  <b>go</b> 15:18,25 16:17,20,24  22:3 23:13 24:13  27:10 28:7  <b>going</b> 4:6 5:6 7:15 8:21  17:5 23:21,23,24,25  24:2  <b>good</b> 5:21  <b>gosh</b> 5:13  <b>great</b> 28:3,6  <b>green</b> 9:24,24  <b>ground</b> 10:2,3,4,8,21  <b>guess</b> 6:25 7:24 12:14  12:21,24 14:7 17:2  19:20,22,23 20:3 23:6  24:5</p> <hr/> <p style="text-align: center;"><b>H</b></p> <p><b>H</b> 3:9  <b>half</b> 4:21 14:10  <b>half-time</b> 19:3  <b>hand</b> 29:14  <b>handful</b> 14:16 18:24  <b>handled</b> 16:4  <b>hangar</b> 21:21 22:9  <b>happen</b> 7:16</p>
---	---	---	---	---

<p><b>happened</b> 9:2 <b>hard</b> 10:14,25 11:3 <b>Haukebo</b> 1:22 29:5,18 <b>head</b> 8:12 <b>hear</b> 9:10,10 <b>heating</b> 22:9 <b>help</b> 28:6 <b>hold</b> 4:15 21:3 <b>holidays</b> 24:10 <b>home</b> 7:7,22 22:11 23:24 24:2 27:17 <b>hour</b> 15:6 <b>hourly</b> 15:7</p> <hr/> <p><b>I</b></p> <p><b>ice</b> 9:21 <b>icing</b> 9:19 <b>idea</b> 10:8 22:22 <b>identification</b> 13:16 14:3 28:8 <b>imagine</b> 17:24 <b>include</b> 8:5 <b>Independence</b> 2:4 <b>indicating</b> 17:7 <b>indicator</b> 9:24 <b>indirectly</b> 29:13 <b>individual</b> 24:9 <b>initiate</b> 23:2,7 <b>injuries</b> 11:4,5 <b>inner</b> 13:5 <b>insurance</b> 11:25 <b>interested</b> 6:13 29:12 <b>internal</b> 11:17 <b>invoice</b> 3:14 7:11 12:7 13:2 25:4,20 <b>invoiced</b> 13:3 25:10,12 <b>invoices</b> 16:7 26:17 <b>issued</b> 4:16 <b>itemize</b> 22:13 <b>itemized</b> 16:7</p> <hr/> <p><b>J</b></p> <p><b>January</b> 26:3 <b>jet</b> 5:14 14:13 <b>jog</b> 24:20 <b>John</b> 11:13 <b>Jostad</b> 2:8 8:8 27:22,24 <b>Juliette</b> 18:13 21:14</p> <hr/> <p><b>K</b></p> <p><b>K</b> 2:3 <b>Kerstin</b> 1:22 29:5,18 <b>KFAR</b> 26:13 <b>Khan</b> 2:3 3:4 4:5 8:15 13:15,17 14:4 16:20 16:22,24 17:1 24:13 24:16 27:23,25 28:6 <b>kind</b> 7:24 9:18 10:18,22 11:9,19 16:1 24:2,12 <b>knew</b> 13:1 20:11 <b>know</b> 5:19 6:10,23,25 9:23 10:6,19,20,24 11:18,23,24 12:5,8,25 13:4,12 14:11 18:4,7 18:24 19:15,22,25 20:3,10 21:17,20 22:25 23:15,25 24:7</p>	<p>25:8 26:2 27:5 28:2 <b>knowledge</b> 12:6 27:10 <b>known</b> 12:1 <b>Koehler</b> 25:24 26:22,23 26:25 <b>Koerselman</b> 11:13</p> <hr/> <p><b>L</b></p> <p><b>landed</b> 9:3 <b>landing</b> 9:22,25 10:22,23 22:9 <b>Law</b> 2:3 <b>lease</b> 3:13 13:2 14:2 16:15 17:8,9,10,13 <b>left</b> 10:23 11:2 <b>leg</b> 11:9 <b>let's</b> 6:21 8:10 20:15 24:9 25:12 <b>letting</b> 18:3 <b>levels</b> 6:14 <b>lift</b> 11:3 <b>ligament</b> 11:18 <b>lights</b> 9:24,24 <b>little</b> 6:12 10:10 11:10 24:20 <b>live</b> 4:10 <b>living</b> 4:8 <b>local</b> 7:21 <b>logistically</b> 14:23 <b>logistics</b> 15:20 16:5 <b>long</b> 4:12 9:14,14 <b>look</b> 13:24 16:12,17 17:13 27:11 <b>looking</b> 9:19 <b>looks</b> 24:25 25:13 26:4 26:13,15 <b>losing</b> 10:11 <b>lot</b> 9:18 18:22 22:1</p> <hr/> <p><b>M</b></p> <p><b>maintenance</b> 12:10,15 12:25 13:21 22:23 <b>making</b> 7:25 12:15 <b>March</b> 1:12 <b>mark</b> 13:15 17:7 <b>marked</b> 13:16 14:3 28:8 <b>Marvin</b> 5:14 <b>matter</b> 1:3 6:14 29:12 <b>mean</b> 11:22 12:18,25 17:20 19:2 20:3,4 <b>meaning</b> 13:20 <b>MEANS</b> 29:23 <b>meant</b> 6:17 <b>meeting</b> 7:6 <b>memory</b> 24:20 <b>met</b> 12:16 <b>Mike</b> 5:22 14:11 18:14 21:14 <b>mind</b> 8:4 16:16 17:2 18:3 20:3 <b>Minneapolis</b> 19:19 <b>moisture</b> 9:18 <b>money</b> 24:3 <b>month</b> 4:20 24:12 <b>multiple</b> 6:19 <b>muscle</b> 11:18</p>	<hr/> <p><b>N</b></p> <p><b>N</b> 1:9 2:1 3:1 <b>neck</b> 11:19 <b>neither</b> 29:11 <b>never</b> 7:11 12:3,4 17:9 20:20 21:1 <b>nice</b> 9:8 <b>nine</b> 8:13 <b>North</b> 1:18 7:7 29:3,6,19 <b>Northern</b> 16:13 <b>nose</b> 10:17 <b>Notary</b> 29:1,5,18 <b>notes</b> 29:9 <b>November</b> 6:22 9:3 13:13 18:8,13 19:5 24:8 <b>NTSB</b> 9:13 <b>number</b> 13:10,12</p> <hr/> <p><b>O</b></p> <p><b>O</b> 1:9,9 <b>oath</b> 4:2 <b>occasions</b> 6:19 <b>occurred</b> 9:6 <b>office</b> 1:17 22:2 <b>officer</b> 18:17 <b>oh</b> 5:13 14:10 23:9 25:12 25:20 <b>Okay</b> 4:6,10,12,18,22,25 5:4,6,12,19,24 6:1,3,7 6:18,21 7:4,16,19,23 8:16,19,22 9:2 11:4,15 12:3,23 13:6,10,13,15 13:23 14:5,15,21 15:5 15:13,18,23 16:12,16 16:20,21 17:5,18,25 18:13,20 19:1,4,10,13 19:17 20:2,15,22 21:9 21:15,19,23,25 22:12 22:22 23:1,10,18 24:4 24:11,13,23 25:3,6,9 25:16,21 26:9,12,15 26:22 27:4,7,15,20 <b>once</b> 10:22 19:3 23:6 <b>ongoing</b> 11:12 12:25 <b>operate</b> 20:11 <b>operation</b> 12:10 <b>operations</b> 13:1 <b>operator</b> 19:18,20,21,23 20:1,4 <b>opportunity</b> 19:9 <b>outside</b> 19:25 <b>overnight</b> 15:11,15,17 <b>owned</b> 20:10 <b>owner</b> 21:17</p> <hr/> <p><b>P</b></p> <p><b>P</b> 1:9 2:1,1 <b>p.m</b> 1:13 28:10 <b>package</b> 20:7 <b>PAGE</b> 3:2,11 <b>pages</b> 29:8 <b>paid</b> 12:4 21:20 22:5 26:5,7,24,25 <b>Paper</b> 8:8 <b>parking</b> 21:21 <b>Parkway</b> 1:18</p>	<p><b>part</b> 7:1 <b>particular</b> 12:1,17 <b>parties</b> 29:12 <b>partner</b> 6:3 <b>party</b> 20:20 <b>passengers</b> 7:9 8:1,16 23:12 <b>Paul</b> 18:7 22:4 25:9,14 26:3,7 <b>pay</b> 22:1,8,8,10 23:15,19 26:8 <b>paying</b> 23:25 <b>payment</b> 7:9,12 <b>pen</b> 8:7 <b>people</b> 11:11,17 23:23 <b>person</b> 7:15 <b>personally</b> 11:20 <b>phone</b> 14:24 <b>Photograph</b> 3:12 <b>picture</b> 13:6 <b>pilot</b> 4:15 6:10 8:17 12:11,15 13:4 15:4,11 15:12 16:14 18:18 19:11,24 20:6,9,14,18 20:18 21:1,2,5,12,16 23:11 <b>plane</b> 5:16 10:9 14:12,14 14:25 15:8 16:5,5 18:8 18:12 20:1,6,9,10,12 20:18,21 21:7,12,14 21:17 23:17 <b>pleasure</b> 4:23 <b>point</b> 10:2,8,14,15,18 15:18,19 28:1 <b>policy</b> 11:25 <b>position</b> 24:24 <b>positive</b> 26:24 <b>possession</b> 18:2 <b>possibly</b> 26:1 <b>Predominantly</b> 18:13 <b>PRESENT</b> 2:7 <b>presumably</b> 19:10 <b>presume</b> 26:4 <b>pretty</b> 16:4 23:17 <b>previous</b> 27:11 <b>previously</b> 19:7 <b>price</b> 15:12 <b>prices</b> 23:20 <b>primarily</b> 5:1,3 <b>private</b> 5:7,9 20:9 <b>privately</b> 5:4 <b>privates</b> 5:17 <b>probably</b> 5:22 6:16 17:22 24:10 26:6 <b>problem</b> 28:5 <b>projects</b> 6:8 <b>provide</b> 7:19 20:17,17 27:16 <b>provided</b> 6:18 16:5 20:5 20:6,6,7 27:7 <b>Public</b> 29:5,18 <b>purpose</b> 7:4 <b>put</b> 9:22</p> <hr/> <p><b>Q</b></p> <p><b>qualifications</b> 6:11 12:11,16 <b>question</b> 5:21</p>	<p><b>questions</b> 24:17 28:3 <b>quick</b> 16:16,18 <b>quote/unquote</b> 24:5</p> <hr/> <p><b>R</b></p> <p><b>R</b> 2:1 <b>rate</b> 15:7 <b>reach</b> 10:13 <b>real</b> 16:17 <b>really</b> 6:16 9:8,9 <b>reason</b> 9:14 21:8 22:13 27:6 <b>recall</b> 17:10,15,16 18:2 18:10,11,20 19:13 <b>receipt</b> 22:17 <b>receipts</b> 22:12 <b>receive</b> 16:7 <b>received</b> 7:11 12:6 <b>Recess</b> 16:23 24:15 <b>recollection</b> 23:21 <b>record</b> 16:20,24 24:14 28:7 <b>records</b> 17:12 <b>regard</b> 27:9 <b>registered</b> 6:17 <b>related</b> 29:11 <b>remember</b> 8:10 9:6,15 9:17 10:11,24 13:10 13:11 14:6 24:24 25:7 <b>rental</b> 13:2 21:21 <b>REPORTER</b> 1:22 29:24 <b>REPORTER'S</b> 29:1 <b>reports</b> 9:11 <b>REPRODUCTION</b> 29:23 <b>requirements</b> 22:20 <b>response</b> 16:19 27:24 <b>responsible</b> 12:9,9,14 <b>return</b> 23:18 <b>Rick</b> 5:16 <b>right</b> 8:18 10:15,15 11:1 11:1,3,21 19:14 22:1 22:15 24:13,17,22 25:23 <b>righted</b> 10:22 <b>rings</b> 24:21 <b>rotations</b> 10:21 <b>round-trip</b> 6:23 <b>routine</b> 10:6 <b>rubber</b> 9:20</p> <hr/> <p><b>S</b></p> <p><b>S</b> 1:9 2:1 3:9 <b>S-t-o-c-k</b> 5:24 <b>safety</b> 15:24 <b>sank</b> 11:3 <b>sat</b> 19:5 <b>saw</b> 10:12 <b>saying</b> 17:14 <b>says</b> 17:8 <b>scheduled</b> 23:19 <b>scheduling</b> 16:4 <b>seal</b> 29:14 <b>seat</b> 8:18,23 16:1 19:6 19:14 24:22 <b>second</b> 15:15 18:17 24:14 <b>see</b> 8:7,10,11,20 9:19 10:3 13:7 14:1,25 15:3</p>
---	--	--	--	--

<p>24:9,20 25:12  <b>seeing</b> 9:18 10:2 13:11 17:11  <b>send</b> 26:10  <b>separate</b> 20:9  <b>separately</b> 13:3  <b>September</b> 25:1,19  <b>services</b> 16:15  <b>set</b> 6:23  <b>seven</b> 8:13  <b>severe</b> 11:21  <b>shoot</b> 15:19  <b>shorthand</b> 29:9  <b>shoulder</b> 11:9,21  <b>show</b> 13:6,23  <b>showed</b> 17:14  <b>side</b> 10:23 11:2,3  <b>sign</b> 13:18,25 22:16  <b>signature</b> 17:20  <b>signed</b> 17:9,10  <b>signing</b> 17:16 18:2  <b>similar</b> 17:13  <b>simply</b> 15:19  <b>Sir</b> 4:6  <b>sitting</b> 8:18,20 19:14  <b>situation</b> 21:24  <b>six</b> 8:12  <b>Skatvold</b> 1:3 5:10,20 6:9 8:5,17 11:24 12:23 14:1 15:19 18:17 20:16 21:20 22:13,18 23:2 26:5 27:9  <b>skies</b> 9:7  <b>Slice</b> 16:15  <b>somebody</b> 14:19  <b>someplace</b> 20:16  <b>sore</b> 11:22  <b>sorry</b> 25:20  <b>sort</b> 6:3 20:7  <b>sought</b> 21:1  <b>sound</b> 13:13  <b>speak</b> 11:20  <b>speaking</b> 21:13  <b>spin</b> 10:18  <b>split</b> 7:8 23:20  <b>spun</b> 10:16  <b>St</b> 18:7 22:4 25:9,14 26:3 26:7  <b>Standards</b> 1:17  <b>start</b> 4:6 9:4  <b>started</b> 6:14 10:9  <b>state</b> 7:6 9:9 29:3,6  <b>statement</b> 15:22 17:6 26:18  <b>statements</b> 17:6  <b>sticks</b> 8:4  <b>Stock</b> 5:22 14:11  <b>Stock's</b> 5:24  <b>stuff</b> 5:18 6:13,15 9:21 11:16 13:1,5 16:1  <b>sure</b> 11:23 12:13,15 14:24 16:13 20:4 25:5 25:8,15 26:2  <b>surprised</b> 17:19  <b>sustain</b> 11:4,5  <b>SW</b> 2:4  <b>swipe</b> 22:15  <b>sworn</b> 4:1</p>	<p style="text-align: center;"><b>T</b></p> <p><b>T</b> 1:9 3:9  <b>tail</b> 11:1 13:10  <b>take</b> 13:24 16:12,16,17  <b>taken</b> 1:17 16:23 24:15 29:10  <b>talk</b> 5:6 6:10,21  <b>talking</b> 9:25  <b>tell</b> 6:15 14:5,13,21  <b>ten</b> 8:3,4,13,14 23:23  <b>tends</b> 11:21  <b>terminate</b> 23:3,8  <b>terms</b> 10:20 15:24 20:1 24:21  <b>testified</b> 4:2  <b>text</b> 14:25 15:19  <b>texted</b> 20:16  <b>thank</b> 28:4  <b>thing</b> 11:23 19:15,23  <b>things</b> 11:12,12 12:14  <b>think</b> 5:17,21,22 6:12,13 8:3,4,6,11 15:14,16 21:4,8,10 22:4 25:18 26:1 27:25 28:1  <b>third</b> 20:20  <b>thought</b> 12:9,21  <b>three</b> 8:12 9:23,23,24 14:17  <b>time</b> 5:16 9:15 11:6,22 11:22 12:1 14:12 15:15,16,17,25 19:8,8 20:8 21:4,16 22:10 23:4  <b>times</b> 4:20,21 14:16 18:25 19:13,16 22:1  <b>today</b> 27:8  <b>told</b> 9:13 24:4  <b>Tom</b> 11:17  <b>top</b> 8:11  <b>torn</b> 11:18  <b>tossed</b> 11:10  <b>total</b> 19:16  <b>touch</b> 10:7  <b>touchdown</b> 9:5  <b>touched</b> 10:17  <b>TRANSCRIPT</b> 29:22  <b>transcription</b> 29:9  <b>travel</b> 4:18,25 5:7,9 6:18 20:16 27:9  <b>trip</b> 7:5 24:25 25:3,24  <b>trying</b> 5:16 20:25 21:3,4  <b>twenty-eight</b> 29:8  <b>twice</b> 15:15  <b>two</b> 12:18 14:16,17 15:20 17:5  <b>types</b> 18:9  <b>typical</b> 15:6  <b>typically</b> 15:12</p>	<p><b>unavailable</b> 21:11  <b>United</b> 5:2  <b>unusual</b> 9:5</p> <p style="text-align: center;"><b>V</b></p> <p><b>Valley</b> 1:18  <b>veered</b> 10:14,25  <b>vendor</b> 6:5  <b>vendors</b> 5:23  <b>verify</b> 17:8</p> <p style="text-align: center;"><b>W</b></p> <p><b>wait</b> 26:7  <b>walked</b> 11:10  <b>want</b> 13:6 24:19  <b>wanted</b> 11:2 15:18 20:16 23:13  <b>Washington</b> 2:5  <b>wasn't</b> 13:20 14:12 19:11 21:5  <b>way</b> 9:8 27:3,6  <b>we'll</b> 16:20,22 17:7  <b>we're</b> 4:6 5:6  <b>weather</b> 9:11 12:11 22:19  <b>weight</b> 24:7,9  <b>went</b> 21:10 22:4  <b>weren't</b> 19:11  <b>West</b> 4:11,12  <b>white</b> 10:4  <b>willing</b> 7:19 28:2  <b>Williston</b> 9:7 23:18  <b>window</b> 9:19  <b>Windows</b> 5:14  <b>wing</b> 9:20 10:15,25  <b>Wisconsin</b> 18:7 25:3,24  <b>witness</b> 3:2 4:1 8:9 16:21 27:21 28:5 29:14  <b>words</b> 23:4  <b>work</b> 11:13 14:23  <b>worked</b> 7:2 15:20  <b>workings</b> 13:5  <b>worth</b> 27:11  <b>wouldn't</b> 6:16 12:24 19:2  <b>www.depo.com</b> 1:24</p> <p style="text-align: center;"><b>X</b></p> <p><b>X</b> 3:1,9 23:23</p> <p style="text-align: center;"><b>Y</b></p> <p><b>yeah</b> 5:25 6:2,12 7:21 8:8 9:7,23 12:19 13:14 14:16 15:7,25 17:6,16 18:1 19:2,15 20:24,25 21:1 22:6,8 23:9,11 25:20 26:1,18,23 27:5 27:18 28:4,5  <b>year</b> 4:21  <b>years</b> 14:17,17  <b>years'</b> 27:11</p> <p style="text-align: center;"><b>Z</b></p> <p style="text-align: center;"><b>0</b></p>	<p style="text-align: center;"><b>1</b></p> <p><b>1</b> 3:12 13:15,16  <b>1:10</b> 1:13  <b>1:51</b> 28:10  <b>13</b> 3:12  <b>14</b> 3:13  <b>18</b> 25:19  <b>1985</b> 4:14  <b>1st</b> 25:13</p> <p style="text-align: center;"><b>2</b></p> <p><b>2</b> 3:13 14:3  <b>2018</b> 9:3 25:1,10,13,16 26:3  <b>2019</b> 1:12 29:14  <b>205</b> 24:10  <b>20591</b> 2:5  <b>208</b> 24:10  <b>21st</b> 25:10  <b>28</b> 3:14 29:8  <b>288-3376</b> 1:23  <b>29th</b> 6:22 18:8 19:5 24:8</p> <p style="text-align: center;"><b>3</b></p> <p><b>3</b> 3:14 17:7 28:8  <b>3,000</b> 9:16  <b>3,800</b> 9:16  <b>30th</b> 6:22 9:3 18:9 19:5 24:8  <b>360</b> 10:20</p> <p style="text-align: center;"><b>4</b></p> <p><b>4</b> 3:4  <b>406</b> 16:15  <b>4620</b> 1:18  <b>4th</b> 26:3</p> <p style="text-align: center;"><b>5</b></p> <p><b>58104</b> 1:18  <b>5th</b> 29:14</p> <p style="text-align: center;"><b>6</b></p> <p style="text-align: center;"><b>7</b></p> <p><b>7th</b> 25:1</p> <p style="text-align: center;"><b>8</b></p> <p><b>8</b> 1:12  <b>800</b> 1:23 2:4  <b>8th</b> 25:16</p> <p style="text-align: center;"><b>9</b></p> <p><b>941</b> 18:13  <b>941JM</b> 13:13</p>
--	---	--	---

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

In re  
  
The Matter of Andy Skatvold

D E P O S I T I O N

of

DON DABBERT

March 8, 2019

1:10 p.m.

TAKEN AT: FAA Fargo Flight Standards  
District Office  
[REDACTED]  
Fargo, North Dakota 58104

REPORTER: Kerstin I. Haukebo

ATKINSON-BAKER, INC.  
[REDACTED]

FILE NO.: AD023FD

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A P P E A R A N C E S

BRIAN K. KHAN  
Attorney at Law  
FEDERAL AVIATION ADMINISTRATION

[REDACTED]

Washington, DC 20591

[REDACTED]

ALSO PRESENT:

Dustin Jostad

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

WITNESS	PAGE NO.
DON DABBERT	
Examination - by Mr. Khan	4

E X H I B I T S

EXHIBIT NO.	DESCRIPTION	PAGE
1	Photograph	13
2	Aircraft Dry Lease Agreement	14
3	Invoice	28



1 DON DABBERT, a witness, being first duly sworn,  
2 testified on his oath as follows:

3  
4 EXAMINATION

5 BY MR. KHAN:

6 Q. Okay. Sir, we're just going to start by  
7 getting some background.

8 So what do you do for a living?

9 A. I am a builder developer.

10 Q. Okay. And do you live here in Fargo?

11 A. West Fargo.

12 Q. West Fargo. Okay. How long have you been in  
13 the area?

14 A. Ah, since 1985.

15 Q. Do you hold any pilot or any certificates  
16 issued by the FAA?

17 A. Only for my drone.

18 Q. Okay. Do you travel on airplanes often?

19 A. Um, how would you define "often"?

20 Q. Ah, a few times a month.

21 A. I'd say maybe a half a dozen times a year.

22 Q. Okay. And, ah, is it mostly for business,  
23 pleasure, or both?

24 A. Some of both.

25 Q. Okay. And when you travel do you fly

1 commercially, primarily for, like, Delta, American,  
2 United?

3 A. Primarily, yes.

4 Q. Okay. Have you ever flown privately?

5 A. I have.

6 Q. Okay. So we're going to talk about your --  
7 some of your private air travel.

8 Have you used any companies before, ah, for  
9 private air travel, or has it been exclusively with  
10 Mr. Skatvold?

11 A. Ah, there's been other companies.

12 Q. Okay. And what companies were those?

13 A. Oh, gosh, everything from, ah, like  
14 Marvin Windows, ah, Flight Center -- or Jet Center --

15 Q. Uh-huh.

16 A. -- ah, Rick Berg's plane one time -- um, trying  
17 to think -- there's been a couple other privates and  
18 then stuff with Andy.

19 Q. Okay. And so how did you get to know Andy,  
20 Andy Skatvold?

21 A. Um, that's a good question. Let me think about  
22 that. I would think it was probably through Mike Stock,  
23 Dirt Dynamics, who is one of my vendors.

24 Q. Okay. Stock's S-t-o-c-k?

25 A. -c- -- yeah.

1 Q. Okay.

2 A. Yeah.

3 Q. Okay. And what sort of partner is  
4 Dirt Dynamics?

5 A. He is a vendor for me that does my  
6 excavation --

7 Q. Okay.

8 A. -- ah, for my construction projects.

9 Q. Ah, and when you flew with, ah, Andy Skatvold,  
10 did he ever talk about his, you know, pilot  
11 qualifications or anything ever?

12 A. Ah, yeah, a little bit, I think as far as  
13 just -- I'm always interested in that stuff, so I think  
14 just a matter of how he got started and different levels  
15 of stuff he's gone through, and if he did tell me any  
16 certifications, it probably wouldn't have really  
17 registered as to what that meant.

18 Q. Okay. And he provided you air travel on  
19 multiple occasions?

20 A. Ah, more than one.

21 Q. More than one. Okay. So let's talk about the  
22 flight on November 29th and 30th.

23 Do you know how that round-trip flight was set  
24 up?

25 A. Ah, through -- I guess I don't know exactly. I

1 was part of an e-mail. Ah, we were debating whether we  
2 were all to carpool or if it were to be worked out that  
3 we would actually end up taking a flight.

4 Q. Okay. And, ah, what was the purpose of the  
5 trip?

6 A. It was a state board meeting for the  
7 North Dakota Association of Home Builders.

8 Q. And how was the cost split amongst the  
9 passengers? Did you have any payment that you made for  
10 that flight?

11 A. I never received an invoice and didn't, ah,  
12 since make a payment.

13 Q. Uh-huh.

14 A. Ah, the breakdown was via an e-mail as to about  
15 what it was going to cost per person.

16 Q. Okay. Do you happen to have any of those  
17 e-mails?

18 A. I would.

19 Q. Okay. Would you be willing to provide it to  
20 us?

21 A. Yeah. That was actually through the local  
22 Home Builders Association --

23 Q. Okay.

24 A. -- who was kind of the conduit, I guess, for,  
25 ah, whoever was making the arrangements.

1 Q. And, ah, approximately how many passengers were  
2 on board?

3 A. Ah, I think there was ten of us, if I -- ah,  
4 I'd have to count, but I think ten sticks in my mind.

5 Q. Does that include Mr. Skatvold?

6 A. No, I think he would have been -- well, let me  
7 see. Do you have a pen I could borrow?

8 MR. JOSTAD: Yeah, absolutely. Paper?

9 THE WITNESS: Ah, this is fine.

10 See if I can remember who was there. Let's  
11 see, I must be forgetting someone. I think off the top  
12 of my head -- so there was three, four, five, six,  
13 seven, eight, nine -- there might have been ten with --  
14 ten with Andy.

15 BY MR. KHAN:

16 Q. Okay. And were any of the other passengers a  
17 pilot or a flight crew, other than Mr. Skatvold?

18 A. No, I was sitting in the right seat.

19 Q. Okay.

20 A. I always like sitting up front, just to see  
21 what's going on.

22 Q. Okay. So you were in the -- what would it be  
23 called -- the copilot seat?

24 A. Correct --

25 Q. Ah...

1 A. -- there and back.

2 Q. Okay. And so can you describe what happened on  
3 the flight, as you landed, on November 30th, 2018.

4 A. Ah, how far back would you like me to start?

5 Q. Just maybe before touchdown, anything unusual  
6 that occurred that you can remember.

7 A. Yeah, I -- we had, ah, clear skies in Williston  
8 taking off. We had a really nice flight all the way  
9 across the state. Ah, he was -- not that I could really  
10 hear much, but I could hear when he would be getting  
11 weather reports and everything else.

12 Ah, and then we were dropping down. It seemed  
13 like we -- and I told the NTSB -- it seemed like we --  
14 for whatever reason, we were in the clouds a long, long  
15 time and had dropped down to maybe -- if I remember, it  
16 was maybe like 3,000 or 3,800 feet.

17 And we were coming in and I just remember  
18 seeing there was a lot of moisture and then kind of even  
19 icing up on the window, and looking out I could see  
20 the -- it had the -- the black rubber boot on the wing  
21 and it was definitely gathering ice and -- and stuff.

22 And then we -- we put the landing gear down and  
23 checked -- yeah, I don't know why -- three -- three  
24 green buttons, or three green lights, indicator lights,  
25 ah, landing gear's down. Ah, he's still talking for his

1 final approach.

2 Um, still not seeing the ground at this point,  
3 ah, we dropped out of the clouds, see the ground. Of  
4 course it's very white. Ah, we got to the ground or  
5 something, and, um, coming in seemed to be fairly  
6 routine, um, but then maybe just -- I know we didn't  
7 touch down but we were gliding, ah, in for that. Um, I  
8 would have no idea how far off the ground at one point,  
9 but then it almost felt like the plane started to  
10 fishtail a little bit, and, ah, he said something,  
11 "losing" or -- I don't remember exactly. He said  
12 something -- I couldn't make it out -- and then I saw  
13 him reach down to give it acceleration.

14 At that point is when it veered hard to the  
15 right and the right wing, ah, made contact at that point  
16 and then, ah, spun us around clockwise, and I would say  
17 that the nose must have touched down, made contact at  
18 that point, and then we continued to kind of spin.

19 And I don't know if we ever -- if it was a  
20 complete -- I don't know if we did a full 360, in terms  
21 of rotations on the ground, or if it just caught and  
22 then kind of righted itself once the other landing  
23 gear -- ah, left side landing gear would have come down.  
24 I don't -- I don't know if -- all I remember is when we  
25 veered very hard it dropped, the wing dropped to the

1 right and the tail dropped, and it's like that right --  
2 the left side wanted to climb, and it seemed to have  
3 some lift but the right side just sank hard.

4 Q. Okay. And did you sustain any injuries or  
5 anyone else sustain injuries?

6 A. Ah, not at that time --

7 Q. Uh-huh.

8 A. -- and nothing was apparent. Um, I had a  
9 bruised leg and shoulder, but other than getting kind of  
10 tossed around a little bit, everyone walked away.

11 Since then people had gone in and had checkups  
12 and different things, ongoing things. One of my  
13 friends, John Koerselman, [REDACTED]  
14 for that --

15 Q. Okay.

16 A. -- [REDACTED], some other stuff. There was  
17 some [REDACTED], some -- Tom I  
18 know had some muscle -- [REDACTED] with  
19 it, and -- and Bryce, just kind of some -- [REDACTED] --  
20 but for me personally, that I can speak to, nothing  
21 severe. [REDACTED] to still give me --  
22 it's sore from time to time, but, I mean, it could be  
23 from another thing, maybe. I just don't know for sure.

24 Q. Do you know whether Mr. Skatvold had an  
25 insurance policy on the aircraft at all?



1           A.    I would not have known at that particular time  
2 if he had or hadn't.

3           Q.    Okay.  And so you said you were never -- you  
4 never paid for -- for that flight.

5                    Do you know if anyone else has or...

6           A.    To my knowledge, no one else has received an  
7 invoice for that flight.

8           Q.    Ah, do you know, for that flight, ah, who was  
9 responsible or who you thought was responsible for the  
10 operation of the flight, ah, like fuel, maintenance,  
11 pilot qualifications, and weather?

12          A.    Ah, could you break that down for me.

13          Q.    Sure.  So who, on those flights, did you, I  
14 guess, assume was responsible for things like the  
15 maintenance of the aircraft or making sure pilot  
16 qualifications were met?

17          A.    So this particular flight on this date or --  
18 when you said "flights," you mean those two --

19          Q.    Yeah.

20          A.    -- flights on that day?

21                    Um, I guess I hadn't, ah, given much thought to  
22 that.

23          Q.    Okay.  Did you assume it was Andy Skatvold?

24          A.    Ah, I guess I wouldn't have assumed that.  I  
25 mean, I don't know as far as the ongoing maintenance or

1 operations of that stuff. I just knew that in the past,  
2 when there had been an invoice for the rental or lease  
3 of the aircraft, I had always been invoiced separately  
4 for the pilot. As to beyond that, I don't know the  
5 inner workings of that stuff.

6 Q. Okay. I just want to show you a picture to  
7 see.

8 Was this the airplane for those flights?

9 A. It was.

10 Q. Okay. Do you remember the tail number at all?

11 A. Ah, I remember seeing it on the, ah, gauge  
12 cluster, but I don't know the number.

13 Q. Okay. Does November 941JM sound familiar?

14 A. Yeah.

15 MR. KHAN: Okay. I'll mark that as Exhibit 1.

16 (Exhibit 1 was marked for identification.)

17 BY MR. KHAN:

18 Q. So you just said agreements -- so did you sign  
19 any agreements ever?

20 A. No, meaning not -- I wasn't aware of the  
21 arrangements of after, who was maintenance or anything  
22 like that.

23 Q. Okay. Let me show you a document here. You  
24 can take a look at it.

25 Did you ever sign any of these agreements or

1 see anything like this when you flew with Andy Skatvold?

2 A. Ah, no, dry lease agreement, no.

3 (Exhibit 2 was marked for identification.)

4 BY MR. KHAN:

5 Q. Okay. So can you tell me about the other  
6 flights that you've flown on with him, if you remember  
7 approximate dates and destinations, ah -- I guess, first  
8 of all, how many flights would you say you flew with  
9 him?

10 A. Um, oh, maybe half a dozen. One of them was,  
11 you know, with -- with Mike Stock, and that might have  
12 been even on a different plane at one time -- it wasn't  
13 the jet -- but I couldn't tell you which one that --  
14 which plane that was.

15 Q. Okay.

16 A. I would say, yeah, a handful of times over two,  
17 three years, two years, maybe.

18 Q. And would it be you that arranged it, or was it  
19 through somebody else?

20 A. Um, some of both.

21 Q. Okay. Can you tell me about the flights that  
22 you would arrange when it was -- when it was just you  
23 and logistically how that would -- that would work.

24 A. Sure. Ah, it would be either through a phone  
25 call or a text to Andy to see if the plane was

1 available --

2 Q. Uh-huh.

3 A. -- and then to see if he would be available,  
4 ah, as a pilot.

5 Q. Okay. And, ah, how was the fee arrangement?  
6 How much was a typical charge? Was it by the hour or...

7 A. Yeah, so there was a rate for an hourly charge  
8 for the plane itself --

9 Q. Uh-huh.

10 A. -- and then depending on if it would ever be an  
11 overnight or anything for the pilot, and, ah, duration  
12 of the pilot -- typically it was a price per day --

13 Q. Okay.

14 A. -- and I think there was only maybe one -- one  
15 time there was ever an overnight, maybe twice. Second  
16 time might have been this last one. I think one other  
17 time there was an overnight charge for it.

18 Q. Okay. So if you wanted to go from point A to  
19 point B, you would simply shoot a text to Andy Skatvold  
20 and the logistics would be worked out between you two  
21 whether or not he was available, et cetera?

22 A. Yes, that would be a fair statement.

23 Q. Okay. When you were on these flights, were you  
24 briefed in terms of safety or anything like that?

25 A. Uh-huh, yeah, we still, every time, go through

1 kind of all the -- all the stuff for the door, seat  
2 belts, et cetera.

3 Q. And so, again, when you were arranging these  
4 flights, he handled pretty much all the scheduling  
5 logistics, ah, provided a plane; he flew the plane?

6 A. Correct.

7 Q. Did you ever receive any itemized invoices from  
8 him?

9 A. I did.

10 Q. Do you have any of those with you?

11 A. I do.

12 Q. Okay. Ah, could we take a look at them?

13 A. Sure. I have some from Northern  
14 Flight Center -- that would be more for the pilot  
15 services -- and then Slice of 406, the aircraft lease.

16 Q. Okay. Do you mind if we take like a quick  
17 break and then we can go just take a look at these real  
18 quick?

19 A. (No audible response.)

20 MR. KHAN: Okay. So we'll go off the record --

21 THE WITNESS: Okay.

22 MR. KHAN: -- and we'll...

23 (Recess was taken.)

24 MR. KHAN: Ah, we can go back on the record.

25

1 BY MR. KHAN:

2 Q. I guess, first, do you mind if we make copies  
3 of these?

4 A. That's fine.

5 Q. Okay. Ah, so going through the two  
6 statements -- or the -- yeah, the -- this statement here  
7 (indicating), which we'll later mark as Exhibit 3, just  
8 to verify, it says "aircraft lease" and -- but you said  
9 earlier there was never a lease to be signed or...

10 A. I -- if I signed the lease -- I don't recall  
11 seeing anything like that. I -- I don't have anything  
12 in my records for that.

13 Q. And, ah, the lease would, ah, look similar to  
14 the one I showed you, and you don't -- you're saying you  
15 don't recall ever --

16 A. Yeah, I do not recall ever signing anything  
17 like that.

18 Q. Okay.

19 A. I would be surprised if I did, but I don't -- I  
20 can't -- I mean, if you had one and it had my signature  
21 on it, it could be, but I...

22 Q. And you probably would have had a copy of it as  
23 well?

24 A. I would imagine so, but --

25 Q. Okay.

1           A.    -- yeah, I don't have anything in my  
2 possession, nor do I recall ever signing it.

3           Q.    If you ever find one, do you mind just letting  
4 us know, just so...

5           A.    Absolutely.

6           Q.    And so in some of these other flights, ah, you  
7 know, like the St. Paul flight, Bismarck, Wisconsin, was  
8 it all on the plane that you flew on November 29th and  
9 30th, or were there other types of airplanes that you  
10 recall?

11          A.    I would recall for -- I would almost say they  
12 were all on the same plane.

13          Q.    Okay.  Predominantly the November 941 Juliette  
14 Mike?

15          A.    Correct.

16          Q.    And on any of these flights that you took with  
17 Andy Skatvold, was there ever a second officer, another  
18 pilot on board?

19          A.    Yes, yes, there was.

20          Q.    Okay.  Do you recall how many of those flights?

21          A.    Ah, I -- I don't, ah...

22          Q.    Would you say it was a lot of them or just a  
23 few?

24          A.    You know, if it was a handful, it was maybe a  
25 couple times then.

1 Q. Okay.

2 A. I mean, yeah, I wouldn't say as much as  
3 half-time but more than -- more than once.

4 Q. Okay. On any of these flights -- you said on  
5 the November 29th and 30th flight you sat in the copilot  
6 seat.

7 Did you ever previously do that?

8 A. I had, from, again, time to time, whenever I  
9 had an opportunity to.

10 Q. Okay. And then, presumably, those -- there  
11 weren't -- there wasn't another pilot?

12 A. Correct.

13 Q. Okay. Do you recall how many times that you  
14 were sitting in the right seat?

15 A. Yeah, same thing, just, you know, a few -- few  
16 times total of -- of it all, so...

17 Q. Okay. And on these flights who did you  
18 consider to be the operator of the flight? For example,  
19 when you fly Delta between Fargo and Minneapolis,  
20 Delta's the operator, ah, so on these flights I guess  
21 who did you believe to be the operator?

22 A. Ah, well, I guess I don't know the actual  
23 definition of operator to that thing, but I guess you  
24 would almost assume -- ah, Andy was the pilot, and  
25 outside of that I don't know who would have been the



1 operator, in terms of the plane itself.

2 Q. Okay.

3 A. I guess, you know, I mean, in my mind, I'm not  
4 sure what exactly the definition of operator would mean.

5 Q. When you were provided these flights, it was  
6 provided -- the pilot was provided, the plane was  
7 provided as sort of a package deal for you or...

8 A. Um, no, because one other time, when I had a  
9 private, ah, plane, it has a separate pilot, so I didn't  
10 actually ever know to the extent of who owned the plane,  
11 or you can say operate or whatever else. I just knew  
12 that if it was -- he had access to that plane --

13 Q. Uh-huh.

14 A. -- ah, and he would be the pilot.

15 Q. Okay. But when you -- so let's just say you  
16 texted Andy Skatvold and wanted to travel someplace.  
17 Both -- he would provide -- essentially provide both the  
18 plane and the pilot for that, and "the pilot" being  
19 himself?

20 A. Ah, I would never call a third party to arrange  
21 for the plane --

22 Q. Okay.

23 A. -- if that's a fair --

24 Q. Yeah.

25 A. -- or a -- what you're trying to answer, yeah.

1 Q. Yeah, so -- and for the pilot, you never sought  
2 out your own pilot to fly your airplane?

3 A. Ah, not -- I'm trying to -- hold on. Um, I  
4 think one time we were -- I was trying to find a  
5 different pilot, when Andy wasn't available --

6 Q. Uh-huh.

7 A. -- but the plane was available, but for some  
8 reason I don't think we ever did that.

9 Q. Okay.

10 A. I don't think that went through.

11 Q. So, unless Andy was unavailable, he would be  
12 the pilot and it would be on his plane?

13 A. Generally speaking it was -- it was Andy and on  
14 the Juliette Mike plane.

15 Q. Okay.

16 A. But Andy flew -- Andy was a pilot one time on a  
17 different plane, and I don't know who the owner of that  
18 was.

19 Q. Okay. And when you were flying with  
20 Andy Skatvold, do you know who paid for the airport  
21 fees, the parking or hangar costs, rental car?

22 A. Ah, generally I would do that --

23 Q. Okay.

24 A. -- in our -- in my situation.

25 Q. Okay. And would he bill you for that or...

1           A.    Ah, no, a lot of the times I would pay it right  
2 at the -- at that office, FBO.

3           Q.    So if you were fueling up, ah, to go to -- I  
4 think you went to St. Paul -- you would be the one that  
5 paid for the fuel --

6           A.    Yeah.

7           Q.    -- and some of the other costs?

8           A.    Yeah, we'd pay at the executive, pay the, ah,  
9 landing or, ah, hangar heating or anything like that,  
10 the one time, so generally I would just pay that while  
11 we were there, with my credit card, and then fly home.

12          Q.    Okay. So you already had the receipts. Like  
13 there was no reason for Andy Skatvold to itemize it or  
14 anything?

15          A.    I -- ah, I would swipe the card right then and  
16 there and get billed and sign and get the -- get the  
17 bill -- or get the receipt.

18          Q.    And when you were flying with Andy Skatvold,  
19 was it he that determined the weather and fuel  
20 requirements or...

21          A.    Yes.

22          Q.    Okay. Do you have any idea who decides and  
23 when and where maintenance is accomplished? Would that  
24 be...

25          A.    I would not know that.

1 Q. Okay. Ah, when you were flying with  
2 Andy Skatvold, who made the decision to initiate,  
3 conduct, and terminate the flights?

4 A. Um, in other words, who would decide what time  
5 we were taking off?

6 Q. Ah, who would decide, I guess once you were all  
7 on board, to initiate, ah, conduct the flight, and  
8 terminate the flight?

9 A. Oh, yeah, Andy --

10 Q. Okay.

11 A. -- yeah, the pilot.

12 Q. Were you able to choose any passengers you  
13 wanted to go with you?

14 A. Ah, yes.

15 Q. Do you know if anyone could pay a dollar amount  
16 and get on the flight or...

17 A. Ah, no, it was pretty much -- I had the plane.

18 Q. Okay. But in the Williston flight, in return,  
19 you all were scheduled to pay different -- different  
20 prices or you'd split --

21 A. No, it was going to -- my recollection, and  
22 then I can get you that e-mail, but it would be that the  
23 flight was going to be X and there was ten people and  
24 there was -- the home builders was going to -- I don't  
25 know who was going to be paying Andy --

1 Q. Uh-huh.

2 A. -- but the home builders was going to kind of  
3 be in charge of collecting the money.

4 Q. Okay. Were you ever told that any of your  
5 flights were, I guess, quote/unquote, charter flights?

6 A. No.

7 Q. No. Do you know what your approximate weight  
8 was on November 29th and 30th?

9 A. My individual weight, ah, let's see, that would  
10 be before the holidays, ah, probably around 205, 208.

11 Q. Okay.

12 A. Kind of a bad month in December.

13 MR. KHAN: Okay. All right. Can we go off the  
14 record for a second.

15 (Recess was taken.)

16 BY MR. KHAN:

17 Q. All right. Just a couple more questions.

18 A. Uh-huh.

19 Q. In some of these destinations, I just want to  
20 maybe jog your memory a little bit and see whether or  
21 not anything rings a bell, in terms of when you were in  
22 the front right seat.

23 A. Okay.

24 Q. Do you remember being, ah, in that position on  
25 the trip to Bismarck you took? It looks like the date

1 is on or around September 7th, 2018.

2 A. Ah, I was not.

3 Q. Okay. Ah, what about the trip to Wisconsin,  
4 which was billed on the same invoice?

5 A. Um, that one, I was on for sure one of 'em --

6 Q. Okay.

7 A. -- one -- one direction. I don't remember if  
8 it was -- one for sure I know.

9 Q. Okay. What about the St. Paul flight, ah, that  
10 was invoiced on February 21st, 2018?

11 A. What date was that one?

12 Q. Ah, it was invoiced -- let's see -- oh,  
13 February 1st, 2018, was the day. It looks like you flew  
14 into St. Paul --

15 A. Ah, I couldn't say for sure on that one.

16 Q. Okay. What about on August 8th, 2018, to  
17 Bismarck?

18 A. Ah, I think there would only be one Bismarck  
19 for '18. There was a September and an August?

20 Q. Oh, yeah, I'm sorry, it was the same invoice.

21 A. Okay.

22 Q. And you said no to that one?

23 A. Right.

24 Q. And you said the Koehler Wisconsin trip there  
25 was -- you were up there at least --

1           A.    At least one of 'em, yeah, I think possibly  
2 both, I know for sure one though.

3           Q.    And the January 4th, 2018, flight to St. Paul,  
4 it looks like you were billed for fuel, so I presume on  
5 this flight Andy Skatvold paid for it?

6           A.    Ah, this probably would have been -- so I  
7 generally paid in St. Paul, but I didn't wait around to  
8 pay in Fargo.

9           Q.    Okay.

10          A.    So then he would fuel and then send me the  
11 bill.

12          Q.    Okay.

13          A.    It looks like fuel for KFAR, so I'm assuming  
14 that's what that would have been to.

15          Q.    Okay. And then the same for this one, it looks  
16 like you were charged for fuel on both of those  
17 invoices?

18          A.    Yeah, this is on the statement, though, so that  
19 would --

20          Q.    This would be --

21          A.    -- the detail would be in there for those.

22          Q.    Okay. The Koehler one has fuel for...

23          A.    Is that in Fargo, or did -- Koehler, yeah, that  
24 would be -- I paid -- I'm almost positive I would have  
25 paid Koehler --

1 Q. Uh-huh.

2 A. -- and then generally was -- I was getting  
3 billed for on the way back --

4 Q. Okay.

5 A. -- unless it was -- yeah, I don't know the  
6 reason, one way or the other.

7 Q. Okay. And so these documents that you provided  
8 us today, are those basically all the documents that you  
9 have with regard to travel with Andy Skatvold?

10 A. To the best of my knowledge. I didn't go back  
11 and look at previous years' worth of business --

12 Q. Uh-huh.

13 A. -- but that was what was -- my controller  
14 found.

15 Q. Okay. And of course that's aside from the  
16 e-mail that you said you'd provide us later?

17 A. From the home builders?

18 Q. Yeah.

19 A. Yes, I can forward that to you.

20 Q. Okay.

21 THE WITNESS: Borrow that again, Dusty?

22 MR. JOSTAD: Certainly.

23 MR. KHAN: Anything else?

24 MR. JOSTAD: (No audible response.)

25 MR. KHAN: So I think that's all that we have



1 at this point. If you think of anything else, and  
2 you're willing to, you know, e-mail us or answer  
3 questions via e-mail, that would be great too, but,  
4 yeah, thank you for your cooperation --

5 THE WITNESS: Yeah, no problem.

6 MR. KHAN: -- definitely been a great help.  
7 We can go off the record.

8 (Exhibit 3 was marked for identification.)

9  
10 (The deposition was concluded at 1:51 p.m.)

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

NOTARY REPORTER'S CERTIFICATE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

STATE OF NORTH DAKOTA

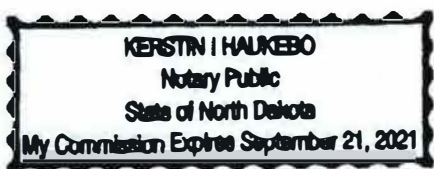
COUNTY OF CASS

I, Kerstin I. Haukebo, a Notary Public within and for the County of Cass and State of North Dakota, do hereby certify:

That the foregoing twenty-eight (28) pages contain an accurate transcription of my shorthand notes then and there taken.

I further certify that I am neither related to any of the parties or counsel nor interested in this matter directly or indirectly.

WITNESS my hand and seal this 5th day of April, 2019.



Kerstin I. Haukebo  
Notary Public  
Fargo, North Dakota

THE FOREGOING CERTIFICATION OF THIS TRANSCRIPT DOES NOT APPLY TO THE REPRODUCTION OF THE SAME BY ANY MEANS, UNLESS UNDER THE DIRECT CONTROL AND/OR DIRECTION OF THE CERTIFYING COURT REPORTER.

<p style="text-align: center;"><b>A</b></p> <p><b>able</b> 23:12  <b>absolutely</b> 8:8 18:5  <b>acceleration</b> 10:13  <b>access</b> 20:12  <b>accomplished</b> 22:23  <b>accurate</b> 29:9  <b>actual</b> 19:22  <b>AD023FD</b> 1:25  <b>ADMINISTRATION</b> 2:4  <b>agreement</b> 3:13 14:2  <b>agreements</b> 13:18,19,25  <b>ah</b> 4:14,20,22 5:8,11,13              5:14,16 6:8,9,9,12,20              6:25 7:1,4,11,14,25              8:1,3,3,9,25 9:4,7,9,12              9:25,25 10:3,4,7,10,15              10:16,23 11:6 12:8,8              12:10,12,21,24 13:11              13:11 14:2,7,24 15:4,5              15:11 16:5,12,24 17:5              17:13,13 18:6,21,21              19:20,22,24 20:9,14              20:20 21:3,22 22:1,3,8              22:9,15 23:1,6,7,14,17              24:9,10,24 25:2,3,9,12              25:15,18 26:6  <b>air</b> 5:7,9 6:18  <b>aircraft</b> 3:13 11:25 12:15              13:3 16:15 17:8  <b>airplane</b> 13:8 21:2  <b>airplanes</b> 4:18 18:9  <b>airport</b> 21:20  <b>Amber</b> 1:18  <b>American</b> 5:1  <b>amount</b> 23:15  <b>AND/OR</b> 29:23  <b>Andy</b> 1:3 5:18,19,20 6:9              8:14 12:23 14:1,25              15:19 18:17 19:24              20:16 21:5,11,13,16              21:16,20 22:13,18              23:2,9,25 26:5 27:9  <b>answer</b> 20:25 28:2  <b>apparent</b> 11:8  <b>APPLY</b> 29:23  <b>approach</b> 10:1  <b>approximate</b> 14:7 24:7  <b>approximately</b> 8:1  <b>April</b> 29:14  <b>area</b> 4:13  <b>arrange</b> 14:22 20:20  <b>arranged</b> 14:18  <b>arrangement</b> 15:5  <b>arrangements</b> 7:25              13:21  <b>arranging</b> 16:3  <b>aside</b> 27:15  <b>Association</b> 7:7,22  <b>assume</b> 12:14,23 19:24  <b>assumed</b> 12:24  <b>assuming</b> 26:13  <b>ATKINSON-BAKER</b> 1:23  <b>Attorney</b> 2:3  <b>audible</b> 16:19 27:24  <b>August</b> 25:16,19  <b>available</b> 15:1,3,21 21:5              21:7</p>	<p><b>Avenue</b> 2:4  <b>AVIATION</b> 2:4  <b>aware</b> 13:20</p> <hr/> <p style="text-align: center;"><b>B</b></p> <p><b>B</b> 3:9 15:19  <b>back</b> 9:1,4 11:13 16:24              27:3,10  <b>background</b> 4:7  <b>bad</b> 24:12  <b>basically</b> 27:8  <b>believe</b> 19:21  <b>bell</b> 24:21  <b>belts</b> 16:2  <b>Berg's</b> 5:16  <b>best</b> 27:10  <b>beyond</b> 13:4  <b>bill</b> 21:25 22:17 26:11  <b>billed</b> 22:16 25:4 26:4              27:3  <b>Bismarck</b> 18:7 24:25              25:17,18  <b>bit</b> 6:12 10:10 11:10              24:20  <b>black</b> 9:20  <b>board</b> 7:6 8:2 18:18 23:7  <b>boot</b> 9:20  <b>borrow</b> 8:7 27:21  <b>break</b> 12:12 16:17  <b>breakdown</b> 7:14  <b>BRIAN</b> 2:3  <b>brian.k.khan@faa.gov</b>              2:5  <b>briefed</b> 15:24  <b>bruised</b> 11:9  <b>bruising</b> 11:17  <b>Bryce</b> 11:19  <b>builder</b> 4:9  <b>builders</b> 7:7,22 23:24              24:2 27:17  <b>business</b> 4:22 27:11  <b>buttons</b> 9:24</p> <hr/> <p style="text-align: center;"><b>C</b></p> <p><b>C</b> 2:1  <b>c-</b> 5:25  <b>call</b> 14:25 20:20  <b>called</b> 8:23  <b>car</b> 21:21  <b>card</b> 22:11,15  <b>carpool</b> 7:2  <b>Cass</b> 29:4,6  <b>caught</b> 10:21  <b>Center</b> 5:14,14 16:14  <b>Certainly</b> 27:22  <b>CERTIFICATE</b> 29:1  <b>certificates</b> 4:15  <b>CERTIFICATION</b> 29:22  <b>certifications</b> 6:16  <b>certify</b> 29:7,11  <b>CERTIFYING</b> 29:24  <b>cetera</b> 15:21 16:2  <b>charge</b> 15:6,7,17 24:3              charged 26:16  <b>charter</b> 24:5  <b>checked</b> 9:23  <b>checkups</b> 11:11</p>	<p><b>choose</b> 23:12  <b>clear</b> 9:7  <b>climb</b> 11:2  <b>clockwise</b> 10:16  <b>clouds</b> 9:14 10:3  <b>cluster</b> 13:12  <b>collecting</b> 24:3  <b>coming</b> 9:17 10:5  <b>commercially</b> 5:1  <b>companies</b> 5:8,11,12  <b>complete</b> 10:20  <b>concluded</b> 28:10  <b>concussion</b> 11:16  <b>conduct</b> 23:3,7  <b>conduit</b> 7:24  <b>consider</b> 19:18  <b>construction</b> 6:8  <b>contact</b> 10:15,17  <b>contain</b> 29:8  <b>continued</b> 10:18  <b>CONTROL</b> 29:23  <b>controller</b> 27:13  <b>cooperation</b> 28:4  <b>copies</b> 17:2  <b>copilot</b> 8:23 19:5  <b>copy</b> 17:22  <b>Correct</b> 8:24 16:6 18:15              19:12  <b>cost</b> 7:8,15  <b>costs</b> 21:21 22:7  <b>counsel</b> 29:12  <b>count</b> 8:4  <b>County</b> 29:4,6  <b>couple</b> 5:17 18:25 24:17  <b>course</b> 10:4 27:15  <b>COURT</b> 29:24  <b>credit</b> 22:11  <b>crew</b> 8:17</p> <hr/> <p style="text-align: center;"><b>D</b></p> <p><b>D</b> 1:9 3:1  <b>DABBERT</b> 1:11 3:3 4:1  <b>Dakota</b> 1:18 7:7 29:3,6              29:19  <b>date</b> 12:17 24:25 25:11  <b>dates</b> 14:7  <b>day</b> 12:20 15:12 25:13              29:14  <b>DC</b> 2:5  <b>deal</b> 20:7  <b>debating</b> 7:1  <b>December</b> 24:12  <b>decide</b> 23:4,6  <b>decides</b> 22:22  <b>decision</b> 23:2  <b>define</b> 4:19  <b>definitely</b> 9:21 28:6  <b>definition</b> 19:23 20:4  <b>Delta</b> 5:1 19:19  <b>Delta's</b> 19:20  <b>depending</b> 15:10  <b>deposition</b> 28:10  <b>describe</b> 9:2  <b>DESCRIPTION</b> 3:11  <b>destinations</b> 14:7 24:19  <b>detail</b> 26:21  <b>determined</b> 22:19  <b>developer</b> 4:9</p>	<p><b>different</b> 6:14 11:12              14:12 21:5,17 23:19              23:19  <b>DIRECT</b> 29:23  <b>direction</b> 25:7 29:24  <b>directly</b> 29:13  <b>Dir</b> 5:23 6:4  <b>District</b> 1:17  <b>document</b> 13:23  <b>documents</b> 27:7,8  <b>dollar</b> 23:15  <b>DON</b> 1:11 3:3 4:1  <b>door</b> 16:1  <b>dozen</b> 4:21 14:10  <b>drone</b> 4:17  <b>dropped</b> 9:15 10:3,25,25              11:1  <b>dropping</b> 9:12  <b>dry</b> 3:13 14:2  <b>duly</b> 4:1  <b>duration</b> 15:11  <b>Dustin</b> 2:8  <b>Dusty</b> 27:21  <b>Dynamics</b> 5:23 6:4</p> <hr/> <p style="text-align: center;"><b>E</b></p> <p><b>E</b> 1:9 2:1,1 3:1,9  <b>e-mail</b> 7:1,14 23:22              27:16 28:2,3  <b>e-mails</b> 7:17  <b>earlier</b> 17:9  <b>eight</b> 8:13  <b>either</b> 14:24  <b>em</b> 25:5 26:1  <b>essentially</b> 20:17  <b>et</b> 15:21 16:2  <b>exactly</b> 6:25 10:11 20:4  <b>Examination</b> 3:4 4:4  <b>example</b> 19:18  <b>excavation</b> 6:6  <b>exclusively</b> 5:9  <b>executive</b> 22:8  <b>Exhibit</b> 3:11 13:15,16              14:3 17:7 28:8  <b>extent</b> 20:10</p> <hr/> <p style="text-align: center;"><b>F</b></p> <p><b>FAA</b> 1:17 4:16  <b>fair</b> 15:22 20:23  <b>fairly</b> 10:5  <b>familiar</b> 13:13  <b>far</b> 6:12 9:4 10:8 12:25  <b>Fargo</b> 1:17,18 4:10,11              4:12 19:19 26:8,23              29:19  <b>FBO</b> 22:2  <b>February</b> 25:10,13  <b>FEDERAL</b> 2:4  <b>fee</b> 15:5  <b>fees</b> 21:21  <b>feet</b> 9:16  <b>felt</b> 10:9  <b>FILE</b> 1:25  <b>final</b> 10:1  <b>find</b> 18:3 21:4  <b>fine</b> 8:9 17:4  <b>first</b> 4:1 14:7 17:2</p>	<p><b>fishtail</b> 10:10  <b>five</b> 8:12  <b>flew</b> 6:9 14:1,8 16:5 18:8              21:16 25:13  <b>flight</b> 1:17 5:14 6:22,23              7:3,10 8:17 9:3,8 12:4              12:7,8,10,17 16:14              18:7 19:5,18 23:7,8,16              23:18,23 25:9 26:3,5  <b>flights</b> 12:13,18,20 13:8              14:6,8,21 15:23 16:4              18:6,16,20 19:4,17,20              20:5 23:3 24:5,5  <b>flown</b> 5:4 14:6  <b>fly</b> 4:25 19:19 21:2 22:11  <b>flying</b> 21:19 22:18 23:1  <b>follows</b> 4:2  <b>foregoing</b> 29:8,22  <b>forgetting</b> 8:11  <b>forward</b> 27:19  <b>found</b> 27:14  <b>four</b> 8:12  <b>friends</b> 11:13  <b>front</b> 8:20 24:22  <b>fuel</b> 12:10 22:5,19 26:4              26:10,13,16,22  <b>fueling</b> 22:3  <b>full</b> 10:20  <b>further</b> 29:11</p> <hr/> <p style="text-align: center;"><b>G</b></p> <p><b>gathering</b> 9:21  <b>gauge</b> 13:11  <b>gear</b> 9:22 10:23,23  <b>gear's</b> 9:25  <b>generally</b> 21:13,22 22:10              26:7 27:2  <b>getting</b> 4:7 9:10 11:9              27:2  <b>give</b> 10:13 11:21  <b>given</b> 12:21  <b>gliding</b> 10:7  <b>go</b> 15:18,25 16:17,20,24              22:3 23:13 24:13              27:10 28:7  <b>going</b> 4:6 5:6 7:15 8:21              17:5 23:21,23,24,25              24:2  <b>good</b> 5:21  <b>gosh</b> 5:13  <b>great</b> 28:3,6  <b>green</b> 9:24,24  <b>ground</b> 10:2,3,4,8,21  <b>guess</b> 6:25 7:24 12:14              12:21,24 14:7 17:2              19:20,22,23 20:3 23:6              24:5</p> <hr/> <p style="text-align: center;"><b>H</b></p> <p><b>H</b> 3:9  <b>half</b> 4:21 14:10  <b>half-time</b> 19:3  <b>hand</b> 29:14  <b>handful</b> 14:16 18:24  <b>handled</b> 16:4  <b>hangar</b> 21:21 22:9  <b>happen</b> 7:16</p>
---	--	---	---	---

<p><b>happened</b> 9:2 <b>hard</b> 10:14,25 11:3 <b>Haukebo</b> 1:22 29:5,18 <b>head</b> 8:12 <b>hear</b> 9:10,10 <b>heating</b> 22:9 <b>help</b> 28:6 <b>hold</b> 4:15 21:3 <b>holidays</b> 24:10 <b>home</b> 7:7,22 22:11 23:24 24:2 27:17 <b>hour</b> 15:6 <b>hourly</b> 15:7</p> <hr/> <p><b>I</b></p> <p><b>ice</b> 9:21 <b>icing</b> 9:19 <b>idea</b> 10:8 22:22 <b>identification</b> 13:16 14:3 28:8 <b>imagine</b> 17:24 <b>include</b> 8:5 <b>Independence</b> 2:4 <b>indicating</b> 17:7 <b>indicator</b> 9:24 <b>indirectly</b> 29:13 <b>individual</b> 24:9 <b>initiate</b> 23:2,7 <b>injuries</b> 11:4,5 <b>inner</b> 13:5 <b>insurance</b> 11:25 <b>interested</b> 6:13 29:12 <b>internal</b> 11:17 <b>invoice</b> 3:14 7:11 12:7 13:2 25:4,20 <b>invoiced</b> 13:3 25:10,12 <b>invoices</b> 16:7 26:17 <b>issued</b> 4:16 <b>itemize</b> 22:13 <b>itemized</b> 16:7</p> <hr/> <p><b>J</b></p> <p><b>January</b> 26:3 <b>jet</b> 5:14 14:13 <b>jog</b> 24:20 <b>John</b> 11:13 <b>Jostad</b> 2:8 8:8 27:22,24 <b>Juliette</b> 18:13 21:14</p> <hr/> <p><b>K</b></p> <p><b>K</b> 2:3 <b>Kerstin</b> 1:22 29:5,18 <b>KFAR</b> 26:13 <b>Khan</b> 2:3 3:4 4:5 8:15 13:15,17 14:4 16:20 16:22,24 17:1 24:13 24:16 27:23,25 28:6 <b>kind</b> 7:24 9:18 10:18,22 11:9,19 16:1 24:2,12 <b>knew</b> 13:1 20:11 <b>know</b> 5:19 6:10,23,25 9:23 10:6,19,20,24 11:18,23,24 12:5,8,25 13:4,12 14:11 18:4,7 18:24 19:15,22,25 20:3,10 21:17,20 22:25 23:15,25 24:7</p>	<p>25:8 26:2 27:5 28:2 <b>knowledge</b> 12:6 27:10 <b>known</b> 12:1 <b>Koehler</b> 25:24 26:22,23 26:25 <b>Koerselman</b> 11:13</p> <hr/> <p><b>L</b></p> <p><b>landed</b> 9:3 <b>landing</b> 9:22,25 10:22,23 22:9 <b>Law</b> 2:3 <b>lease</b> 3:13 13:2 14:2 16:15 17:8,9,10,13 <b>left</b> 10:23 11:2 <b>leg</b> 11:9 <b>let's</b> 6:21 8:10 20:15 24:9 25:12 <b>letting</b> 18:3 <b>levels</b> 6:14 <b>lift</b> 11:3 <b>ligament</b> 11:18 <b>lights</b> 9:24,24 <b>little</b> 6:12 10:10 11:10 24:20 <b>live</b> 4:10 <b>living</b> 4:8 <b>local</b> 7:21 <b>logistically</b> 14:23 <b>logistics</b> 15:20 16:5 <b>long</b> 4:12 9:14,14 <b>look</b> 13:24 16:12,17 17:13 27:11 <b>looking</b> 9:19 <b>looks</b> 24:25 25:13 26:4 26:13,15 <b>losing</b> 10:11 <b>lot</b> 9:18 18:22 22:1</p> <hr/> <p><b>M</b></p> <p><b>maintenance</b> 12:10,15 12:25 13:21 22:23 <b>making</b> 7:25 12:15 <b>March</b> 1:12 <b>mark</b> 13:15 17:7 <b>marked</b> 13:16 14:3 28:8 <b>Marvin</b> 5:14 <b>matter</b> 1:3 6:14 29:12 <b>mean</b> 11:22 12:18,25 17:20 19:2 20:3,4 <b>meaning</b> 13:20 <b>MEANS</b> 29:23 <b>meant</b> 6:17 <b>meeting</b> 7:6 <b>memory</b> 24:20 <b>met</b> 12:16 <b>Mike</b> 5:22 14:11 18:14 21:14 <b>mind</b> 8:4 16:16 17:2 18:3 20:3 <b>Minneapolis</b> 19:19 <b>moisture</b> 9:18 <b>money</b> 24:3 <b>month</b> 4:20 24:12 <b>multiple</b> 6:19 <b>muscle</b> 11:18</p>	<hr/> <p><b>N</b></p> <p><b>N</b> 1:9 2:1 3:1 <b>neck</b> 11:19 <b>neither</b> 29:11 <b>never</b> 7:11 12:3,4 17:9 20:20 21:1 <b>nice</b> 9:8 <b>nine</b> 8:13 <b>North</b> 1:18 7:7 29:3,6,19 <b>Northern</b> 16:13 <b>nose</b> 10:17 <b>Notary</b> 29:1,5,18 <b>notes</b> 29:9 <b>November</b> 6:22 9:3 13:13 18:8,13 19:5 24:8 <b>NTSB</b> 9:13 <b>number</b> 13:10,12</p> <hr/> <p><b>O</b></p> <p><b>O</b> 1:9,9 <b>oath</b> 4:2 <b>occasions</b> 6:19 <b>occurred</b> 9:6 <b>office</b> 1:17 22:2 <b>officer</b> 18:17 <b>oh</b> 5:13 14:10 23:9 25:12 25:20 <b>Okay</b> 4:6,10,12,18,22,25 5:4,6,12,19,24 6:1,3,7 6:18,21 7:4,16,19,23 8:16,19,22 9:2 11:4,15 12:3,23 13:6,10,13,15 13:23 14:5,15,21 15:5 15:13,18,23 16:12,16 16:20,21 17:5,18,25 18:13,20 19:1,4,10,13 19:17 20:2,15,22 21:9 21:15,19,23,25 22:12 22:22 23:1,10,18 24:4 24:11,13,23 25:3,6,9 25:16,21 26:9,12,15 26:22 27:4,7,15,20 <b>once</b> 10:22 19:3 23:6 <b>ongoing</b> 11:12 12:25 <b>operate</b> 20:11 <b>operation</b> 12:10 <b>operations</b> 13:1 <b>operator</b> 19:18,20,21,23 20:1,4 <b>opportunity</b> 19:9 <b>outside</b> 19:25 <b>overnight</b> 15:11,15,17 <b>owned</b> 20:10 <b>owner</b> 21:17</p> <hr/> <p><b>P</b></p> <p><b>P</b> 1:9 2:1,1 <b>p.m</b> 1:13 28:10 <b>package</b> 20:7 <b>PAGE</b> 3:2,11 <b>pages</b> 29:8 <b>paid</b> 12:4 21:20 22:5 26:5,7,24,25 <b>Paper</b> 8:8 <b>parking</b> 21:21 <b>Parkway</b> 1:18</p>	<p><b>part</b> 7:1 <b>particular</b> 12:1,17 <b>parties</b> 29:12 <b>partner</b> 6:3 <b>party</b> 20:20 <b>passengers</b> 7:9 8:1,16 23:12 <b>Paul</b> 18:7 22:4 25:9,14 26:3,7 <b>pay</b> 22:1,8,8,10 23:15,19 26:8 <b>paying</b> 23:25 <b>payment</b> 7:9,12 <b>pen</b> 8:7 <b>people</b> 11:11,17 23:23 <b>person</b> 7:15 <b>personally</b> 11:20 <b>phone</b> 14:24 <b>Photograph</b> 3:12 <b>picture</b> 13:6 <b>pilot</b> 4:15 6:10 8:17 12:11,15 13:4 15:4,11 15:12 16:14 18:18 19:11,24 20:6,9,14,18 20:18 21:1,2,5,12,16 23:11 <b>plane</b> 5:16 10:9 14:12,14 14:25 15:8 16:5,5 18:8 18:12 20:1,6,9,10,12 20:18,21 21:7,12,14 21:17 23:17 <b>pleasure</b> 4:23 <b>point</b> 10:2,8,14,15,18 15:18,19 28:1 <b>policy</b> 11:25 <b>position</b> 24:24 <b>positive</b> 26:24 <b>possession</b> 18:2 <b>possibly</b> 26:1 <b>Predominantly</b> 18:13 <b>PRESENT</b> 2:7 <b>presumably</b> 19:10 <b>presume</b> 26:4 <b>pretty</b> 16:4 23:17 <b>previous</b> 27:11 <b>previously</b> 19:7 <b>price</b> 15:12 <b>prices</b> 23:20 <b>primarily</b> 5:1,3 <b>private</b> 5:7,9 20:9 <b>privately</b> 5:4 <b>privates</b> 5:17 <b>probably</b> 5:22 6:16 17:22 24:10 26:6 <b>problem</b> 28:5 <b>projects</b> 6:8 <b>provide</b> 7:19 20:17,17 27:16 <b>provided</b> 6:18 16:5 20:5 20:6,6,7 27:7 <b>Public</b> 29:5,18 <b>purpose</b> 7:4 <b>put</b> 9:22</p> <hr/> <p><b>Q</b></p> <p><b>qualifications</b> 6:11 12:11,16 <b>question</b> 5:21</p>	<p><b>questions</b> 24:17 28:3 <b>quick</b> 16:16,18 <b>quote/unquote</b> 24:5</p> <hr/> <p><b>R</b></p> <p><b>R</b> 2:1 <b>rate</b> 15:7 <b>reach</b> 10:13 <b>real</b> 16:17 <b>really</b> 6:16 9:8,9 <b>reason</b> 9:14 21:8 22:13 27:6 <b>recall</b> 17:10,15,16 18:2 18:10,11,20 19:13 <b>receipt</b> 22:17 <b>receipts</b> 22:12 <b>receive</b> 16:7 <b>received</b> 7:11 12:6 <b>Recess</b> 16:23 24:15 <b>recollection</b> 23:21 <b>record</b> 16:20,24 24:14 28:7 <b>records</b> 17:12 <b>regard</b> 27:9 <b>registered</b> 6:17 <b>related</b> 29:11 <b>remember</b> 8:10 9:6,15 9:17 10:11,24 13:10 13:11 14:6 24:24 25:7 <b>rental</b> 13:2 21:21 <b>REPORTER</b> 1:22 29:24 <b>REPORTER'S</b> 29:1 <b>reports</b> 9:11 <b>REPRODUCTION</b> 29:23 <b>requirements</b> 22:20 <b>response</b> 16:19 27:24 <b>responsible</b> 12:9,9,14 <b>return</b> 23:18 <b>Rick</b> 5:16 <b>right</b> 8:18 10:15,15 11:1 11:1,3,21 19:14 22:1 22:15 24:13,17,22 25:23 <b>righted</b> 10:22 <b>rings</b> 24:21 <b>rotations</b> 10:21 <b>round-trip</b> 6:23 <b>routine</b> 10:6 <b>rubber</b> 9:20</p> <hr/> <p><b>S</b></p> <p><b>S</b> 1:9 2:1 3:9 <b>S-t-o-c-k</b> 5:24 <b>safety</b> 15:24 <b>sank</b> 11:3 <b>sat</b> 19:5 <b>saw</b> 10:12 <b>saying</b> 17:14 <b>says</b> 17:8 <b>scheduled</b> 23:19 <b>scheduling</b> 16:4 <b>seal</b> 29:14 <b>seat</b> 8:18,23 16:1 19:6 19:14 24:22 <b>second</b> 15:15 18:17 24:14 <b>see</b> 8:7,10,11,20 9:19 10:3 13:7 14:1,25 15:3</p>
---	--	--	--	--

<p>24:9,20 25:12  <b>seeing</b> 9:18 10:2 13:11 17:11  <b>send</b> 26:10  <b>separate</b> 20:9  <b>separately</b> 13:3  <b>September</b> 25:1,19  <b>services</b> 16:15  <b>set</b> 6:23  <b>seven</b> 8:13  <b>severe</b> 11:21  <b>shoot</b> 15:19  <b>shorthand</b> 29:9  <b>shoulder</b> 11:9,21  <b>show</b> 13:6,23  <b>showed</b> 17:14  <b>side</b> 10:23 11:2,3  <b>sign</b> 13:18,25 22:16  <b>signature</b> 17:20  <b>signed</b> 17:9,10  <b>signing</b> 17:16 18:2  <b>similar</b> 17:13  <b>simply</b> 15:19  <b>Sir</b> 4:6  <b>sitting</b> 8:18,20 19:14  <b>situation</b> 21:24  <b>six</b> 8:12  <b>Skatvold</b> 1:3 5:10,20 6:9 8:5,17 11:24 12:23 14:1 15:19 18:17 20:16 21:20 22:13,18 23:2 26:5 27:9  <b>skies</b> 9:7  <b>Slice</b> 16:15  <b>somebody</b> 14:19  <b>someplace</b> 20:16  <b>sore</b> 11:22  <b>sorry</b> 25:20  <b>sort</b> 6:3 20:7  <b>sought</b> 21:1  <b>sound</b> 13:13  <b>speak</b> 11:20  <b>speaking</b> 21:13  <b>spin</b> 10:18  <b>split</b> 7:8 23:20  <b>spun</b> 10:16  <b>St</b> 18:7 22:4 25:9,14 26:3 26:7  <b>Standards</b> 1:17  <b>start</b> 4:6 9:4  <b>started</b> 6:14 10:9  <b>state</b> 7:6 9:9 29:3,6  <b>statement</b> 15:22 17:6 26:18  <b>statements</b> 17:6  <b>sticks</b> 8:4  <b>Stock</b> 5:22 14:11  <b>Stock's</b> 5:24  <b>stuff</b> 5:18 6:13,15 9:21 11:16 13:1,5 16:1  <b>sure</b> 11:23 12:13,15 14:24 16:13 20:4 25:5 25:8,15 26:2  <b>surprised</b> 17:19  <b>sustain</b> 11:4,5  <b>SW</b> 2:4  <b>swipe</b> 22:15  <b>sworn</b> 4:1</p>	<p style="text-align: center;"><b>T</b></p> <p><b>T</b> 1:9 3:9  <b>tail</b> 11:1 13:10  <b>take</b> 13:24 16:12,16,17  <b>taken</b> 1:17 16:23 24:15 29:10  <b>talk</b> 5:6 6:10,21  <b>talking</b> 9:25  <b>tell</b> 6:15 14:5,13,21  <b>ten</b> 8:3,4,13,14 23:23  <b>tends</b> 11:21  <b>terminate</b> 23:3,8  <b>terms</b> 10:20 15:24 20:1 24:21  <b>testified</b> 4:2  <b>text</b> 14:25 15:19  <b>texted</b> 20:16  <b>thank</b> 28:4  <b>thing</b> 11:23 19:15,23  <b>things</b> 11:12,12 12:14  <b>think</b> 5:17,21,22 6:12,13 8:3,4,6,11 15:14,16 21:4,8,10 22:4 25:18 26:1 27:25 28:1  <b>third</b> 20:20  <b>thought</b> 12:9,21  <b>three</b> 8:12 9:23,23,24 14:17  <b>time</b> 5:16 9:15 11:6,22 11:22 12:1 14:12 15:15,16,17,25 19:8,8 20:8 21:4,16 22:10 23:4  <b>times</b> 4:20,21 14:16 18:25 19:13,16 22:1  <b>today</b> 27:8  <b>told</b> 9:13 24:4  <b>Tom</b> 11:17  <b>top</b> 8:11  <b>torn</b> 11:18  <b>tossed</b> 11:10  <b>total</b> 19:16  <b>touch</b> 10:7  <b>touchdown</b> 9:5  <b>touched</b> 10:17  <b>TRANSCRIPT</b> 29:22  <b>transcription</b> 29:9  <b>travel</b> 4:18,25 5:7,9 6:18 20:16 27:9  <b>trip</b> 7:5 24:25 25:3,24  <b>trying</b> 5:16 20:25 21:3,4  <b>twenty-eight</b> 29:8  <b>twice</b> 15:15  <b>two</b> 12:18 14:16,17 15:20 17:5  <b>types</b> 18:9  <b>typical</b> 15:6  <b>typically</b> 15:12</p>	<p><b>unavailable</b> 21:11  <b>United</b> 5:2  <b>unusual</b> 9:5</p> <p style="text-align: center;"><b>V</b></p> <p><b>Valley</b> 1:18  <b>veered</b> 10:14,25  <b>vendor</b> 6:5  <b>vendors</b> 5:23  <b>verify</b> 17:8</p> <p style="text-align: center;"><b>W</b></p> <p><b>wait</b> 26:7  <b>walked</b> 11:10  <b>want</b> 13:6 24:19  <b>wanted</b> 11:2 15:18 20:16 23:13  <b>Washington</b> 2:5  <b>wasn't</b> 13:20 14:12 19:11 21:5  <b>way</b> 9:8 27:3,6  <b>we'll</b> 16:20,22 17:7  <b>we're</b> 4:6 5:6  <b>weather</b> 9:11 12:11 22:19  <b>weight</b> 24:7,9  <b>went</b> 21:10 22:4  <b>weren't</b> 19:11  <b>West</b> 4:11,12  <b>white</b> 10:4  <b>willing</b> 7:19 28:2  <b>Williston</b> 9:7 23:18  <b>window</b> 9:19  <b>Windows</b> 5:14  <b>wing</b> 9:20 10:15,25  <b>Wisconsin</b> 18:7 25:3,24  <b>witness</b> 3:2 4:1 8:9 16:21 27:21 28:5 29:14  <b>words</b> 23:4  <b>work</b> 11:13 14:23  <b>worked</b> 7:2 15:20  <b>workings</b> 13:5  <b>worth</b> 27:11  <b>wouldn't</b> 6:16 12:24 19:2  <b>www.depo.com</b> 1:24</p> <p style="text-align: center;"><b>X</b></p> <p><b>X</b> 3:1,9 23:23</p> <p style="text-align: center;"><b>Y</b></p> <p><b>yeah</b> 5:25 6:2,12 7:21 8:8 9:7,23 12:19 13:14 14:16 15:7,25 17:6,16 18:1 19:2,15 20:24,25 21:1 22:6,8 23:9,11 25:20 26:1,18,23 27:5 27:18 28:4,5  <b>year</b> 4:21  <b>years</b> 14:17,17  <b>years'</b> 27:11</p> <p style="text-align: center;"><b>Z</b></p> <p style="text-align: center;"><b>0</b></p>	<p style="text-align: center;"><b>1</b></p> <p><b>1</b> 3:12 13:15,16  <b>1:10</b> 1:13  <b>1:51</b> 28:10  <b>13</b> 3:12  <b>14</b> 3:13  <b>18</b> 25:19  <b>1985</b> 4:14  <b>1st</b> 25:13</p> <p style="text-align: center;"><b>2</b></p> <p><b>2</b> 3:13 14:3  <b>2018</b> 9:3 25:1,10,13,16 26:3  <b>2019</b> 1:12 29:14  <b>205</b> 24:10  <b>20591</b> 2:5  <b>208</b> 24:10  <b>21st</b> 25:10  <b>28</b> 3:14 29:8  <b>288-3376</b> 1:23  <b>29th</b> 6:22 18:8 19:5 24:8</p> <p style="text-align: center;"><b>3</b></p> <p><b>3</b> 3:14 17:7 28:8  <b>3,000</b> 9:16  <b>3,800</b> 9:16  <b>30th</b> 6:22 9:3 18:9 19:5 24:8  <b>360</b> 10:20</p> <p style="text-align: center;"><b>4</b></p> <p><b>4</b> 3:4  <b>406</b> 16:15  <b>4620</b> 1:18  <b>4th</b> 26:3</p> <p style="text-align: center;"><b>5</b></p> <p><b>58104</b> 1:18  <b>5th</b> 29:14</p> <p style="text-align: center;"><b>6</b></p> <p style="text-align: center;"><b>7</b></p> <p><b>7th</b> 25:1</p> <p style="text-align: center;"><b>8</b></p> <p><b>8</b> 1:12  <b>800</b> 1:23 2:4  <b>8th</b> 25:16</p> <p style="text-align: center;"><b>9</b></p> <p><b>941</b> 18:13  <b>941JM</b> 13:13</p>
--	---	--	---