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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ANTHONY MITCHELL,

Plaintiff,

v.

EMORY ANDREW TATE III, et al.,

Defendants.

Case No. 2:26-cv-00720-JAD-BNW

**DECLARATION OF ANTHONY
MITCHELL IN SUPPORT OF
PLAINTIFF’S OPPOSITION TO
DEFENDANT THRIFTY CONSULTING
LLC’S MOTION FOR EXTENSION
OF TIME (ECF NO. 52)**

**DECLARATION OF ANTHONY MITCHELL IN SUPPORT OF PLAINTIFF’S
OPPOSITION TO DEFENDANT THRIFTY CONSULTING LLC’S MOTION FOR
EXTENSION OF TIME (ECF NO. 52)**

I, Anthony Mitchell, declare as follows:

1. I am the Plaintiff in this action, appearing pro se. I have personal knowledge of the matters set forth in this Declaration and, if called as a witness, could and would competently testify thereto.

2. On May 21, 2026, I sent an email to Shlomo S. Sherman, Esq. (shlomo@shermanlawlv.com), local counsel for Defendant Thrifty Consulting LLC, captioned “Rule 4(d) Request to Waive Service of Summons — Andrew Joslin and Thrift Technologies LLC.” That email transmitted Rule 4(d) waiver-of-service forms tendered for

1 execution and return by co-defendants Andrew Joslin (individually) and Thrift Technologies
2 LLC.

3 3. The May 21, 2026 email stated, in relevant part:

4 *“[S]hould Andrew Joslin and Thrift Technologies LLC execute and return the*
5 *enclosed waivers, I would also be amenable to a reasonable extension of*
6 *Thrift Consulting LLC’s deadline to answer the First Amended Complaint, to*
7 *be coordinated by stipulation consistent with the Court’s scheduling*
8 *requirements.”*

9
10 4. Attached hereto as **Exhibit 1** is a true and correct copy of the May 21, 2026 email I
11 sent to Mr. Sherman, retrieved from my Gmail account. The waiver packet referenced in and
12 attached to that email is not reproduced here on grounds of length but is available upon
13 request of the Court or opposing counsel.

14 5. Mr. Sherman did not respond to the May 21, 2026 email or otherwise
15 communicate any response to the offer contained in it during the eight days that followed.

16 6. On May 29, 2026, David A. Bernstein, Esq. of Buchalter PC telephoned me.
17 During that telephone call, Mr. Bernstein acknowledged receipt of the waiver forms tendered
18 on May 21, and acknowledged that he is in direct communication with co-defendant Andrew
19 Joslin. Mr. Bernstein stated that Mr. Sherman had determined the waivers could not be
20 accepted through current counsel and would need to be served directly on Thrift
21 Technologies LLC and Mr. Joslin.

22
23 7. During the same telephone call, I reiterated the May 21, 2026 written offer: I
24 would not oppose a reasonable extension of Thrifty’s response deadline if the tendered
25 waivers were executed and returned. Mr. Bernstein declined the offer. I stated that absent the
26 waivers, I would oppose any extension motion. No agreement was reached.

1 8. During the same telephone call, Mr. Bernstein asked me directly whether I
2 intended to file a Second Amended Complaint. I responded: “I haven’t decided yet.” I then
3 ended the call. At no point during the call did I confirm an intention to file a Second
4 Amended Complaint.

5 9. Defendant Thrifty Consulting LLC’s Motion for Extension of Time (ECF No. 52)
6 and the supporting declaration of David A. Bernstein, Esq. omit any reference to the May 21,
7 2026 email, the offer contained in it, the eight-day non-response from Mr. Sherman, and Mr.
8 Bernstein’s rejection of the offer during the May 29, 2026 telephone call.

9
10 I declare under penalty of perjury under the laws of the United States of America that
11 the foregoing is true and correct.

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13 Executed this 29th day of May, 2026, at North Las Vegas, Nevada.

14
15 /s/ Anthony Mitchell

16 **Anthony Mitchell**

17 *Pro Se Plaintiff*
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