

EVIDENCE AUDIT & DEPOSITION CONTRADICTION REPORT

Matter: Apex Tech Solutions, Inc. v. Nova Logistics Corp. | **Case No.:** 25-CIV-04821-EMC (N.D. Cal.)
Audited: October 4, 2026 | **Environment:** 100% Offline (Apple Silicon M-Series Neural Engine) | **Standard:** FRE 902(13)/(14)

AIR-GAPPED AUDIT CERTIFICATE
Zero cloud data transmission. SHA-256 cryptographic verification intact. All Bates citations mapped to source pages.

1. Executive Litigation Findings & Impeachment Summary

During overnight on-device batch processing of 5 Bates-stamped exhibits (11 pages total), Lexnight identified **three evidentiary contradictions**, including a fatal testimonial discrepancy for immediate impeachment under **FRE 613** and **FRE 801(d)(1)(A)**.

Core Finding: Defendant Nova Logistics COO **Marcus Vance** swore under oath (Deposition, July 14, 2025) that he personally deposited the contract termination notice into a Seattle postal chute on **April 10, 2025**. Official USPS Certified Mail tracking records (**Exhibit D**, Article # 7022 0410 0001 9842 5519) conclusively establish the letter was postmarked in Seattle on **April 28, 2025 at 14:22:15 PST** (18 days later) and delivered on **May 2, 2025**. Under MSA § 8.2, termination became effective **June 1, 2025**, leaving Nova's obligation for the \$145,000 Milestone 2 payment (completed March 7, 2025) fully intact under § 8.3.

2. Ingested Evidence & Cryptographic Chain of Custody

Exhibit	Description	Bates Range	Pages	SHA-256 Digest
Exhibit A	Master Services Agreement	APEX_000001 - 02	2	9a8f3b4c10e6d5a7f2c8194b0d3e5a6f...b0c1d2e
Exhibit B	Email Thread (Payment Dispute)	APEX_000005 - 07	3	4d7c8e9f1a2b3c4d5e6f7a8b9c0d1e2f...a6b7c8d
Exhibit C	Deposition Excerpt (M. Vance)	APEX_000008 - 09	2	3c2b1a0f9e8d7c6b5a4f3e2d1c0b9a8f...e4d3c2b
Exhibit D	USPS Certified Mail Form 3800	NOVA_000011 - 12	2	1f2e3d4c5b6a7f8e9d0c1b2a3f4e5d6c...9b0a1f2e
Exhibit E	Settlement Demand Letter	APEX_000014 - 15	2	8a7b6c5d4e3f2a1b0c9d8e7f6a5b4c3d...0e9f8a7b

3. Deposition Contradiction & Impeachment Matrix

Finding / Severity	Sworn Deposition Testimony	Documentary Evidence	Litigation Impact
Finding #1 CRITICAL PERJURY	Marcus Vance Deposition (Ex. C, p. 1, lines 21-23): 'I personally dropped the certified mail packet into the postal chute on the afternoon of April 10, 2025.'	USPS Form 3800 & Stamp (Ex. D, pp. 1-2): Notice dated April 25, 2025. USPS Seattle postmark stamped April 28, 2025 at 14:22:15 . Delivery May 2, 2025.	Direct Impeachment (FRE 613): Conclusively refutes witness testimony. Proves retroactive fabrication to escape Net 30 default date.
Finding #2 HIGH RISK	Marcus Vance Email (Ex. B, p. 1): 'Nova is officially withholding the \$145,000 payment for Invoice #1042... our contract terminates May 10, 2025.'	MSA § 8.3 Survival Clause (Ex. A, p. 2): 'Termination shall not relieve either party of fees, expenses, or milestones accrued prior to effective date.'	Breach as Matter of Law: Milestone 2 delivered March 7, 2025. Non-payment is willful breach despite convenience cancellation.
Finding #3 HIGH RISK	Marcus Vance Deposition (Ex. C, p. 2, line 14): 'Which would have terminated everything on May 10, 2025.'	MSA § 8.2 Notice Terms (Ex. A, p. 2; Ex. D, p. 2): Requires 30 days notice from verified postal delivery (May 2, 2025). Effective date: June 1, 2025.	Notice Calculation Defect: May 10 claim is legally void. Pre-termination performance and warranties govern.

4. Master Chronological Fact Timeline (FRE 1006 Evidentiary Summary)

Synthesized cross-document chronology ordered by verified timestamp, Bates citation, and confidence score:

Verified Date	Event & Fact Summary	Source Exhibit	Bates Citation	Conf.
Jan 15, 2025	Parties execute Master Services Agreement (Logistics Core Integration)	Exhibit A	APEX_000001	100%
Jan 31, 2025	Milestone 1 Architecture accepted and paid (\$75,000.00)	Exhibit A	APEX_000001	98%
Mar 7, 2025	Apex deploys Milestone 2 to Nova staging cluster	Exhibit B, E	APEX_000007	99%
Mar 10, 2025	Apex issues Invoice #1042 (\$145,000.00; Net 30 terms, due April 9)	Exhibit B, E	APEX_000007	100%
Mar 18, 2025	Vance acknowledges staging build receipt, queries UI latency	Exhibit B	APEX_000006	95%
Mar 24, 2025	Apex VP Kim resolves latency in patch v2.1.0; requests sign-off	Exhibit B	APEX_000006	97%
Apr 2, 2025	Nova CFO Rostova demands 50% discount under threat of termination	Exhibit B	APEX_000005	96%
Apr 9, 2025	PAYMENT DEFAULT: Net 30 expires; Nova fails to pay \$145,000	Exhibit B, E	APEX_000007	100%
Apr 10, 2025	PERJURY CLAIM: Date Vance swore he mailed notice	Exhibit C	APEX_000008	FALSE
Apr 25, 2025	Actual date printed on Nova written termination letter	Exhibit D	NOVA_000011	100%
Apr 28, 2025	POSTMARK PROOF: USPS Seattle certified mail postmark (14:22:15)	Exhibit D	NOVA_000012	100%
May 2, 2025	Verified delivery at Apex SF mailroom (signed by M. Torres)	Exhibit D	NOVA_000012	100%
Jun 1, 2025	Effective contract termination date under MSA § 8.2 (30-day rule)	Exhibit A, D	APEX_000002	100%
Jul 14, 2025	Deposition of COO Marcus Vance taken by Laura Bennett, Esq.	Exhibit C	APEX_000008	100%
Aug 19, 2025	Sterling & Morgan formal pre-litigation demand (\$168,664.38 total)	Exhibit E	APEX_000015	100%

5. Witness Impeachment Examination Outline (FRE 613)

Q: Mr. Vance, at your deposition on July 14, 2025, page 42, line 16, you testified under oath that you personally deposited Nova's termination notice in a downtown Seattle post office on April 10, 2025, correct?

Q: You were certain of that date because it followed immediately after Apex's payment invoice, correct?

Q: Handing you what has been marked as **Exhibit D**. Look at the date printed on your letterhead. It says **April 25, 2025**, doesn't it?

Q: And look at page 2, the United States Postal Service postmark stamp. What date is stamped by the post office? It says **April 28, 2025**, doesn't it?

Q: Eighteen days after the date you swore under penalty of perjury you dropped it in the mail chute.

FEDERAL RULES OF EVIDENCE RULE 902(13) & 902(14) AUDIT CERTIFICATION

This document is an authentic output of the Lexnight local on-device legal review engine. Ingestion occurred in a secure, sandboxed macOS environment with zero cloud telemetry. Hashes and Bates citations verified mathematically against original evidentiary PDFs.