IN THE SUPREME COURT OF THE STATE OF NEVADA

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FIESTA PALMS, LLC, a Nevada Limited Liability Company d.b.a THE PALMS CASINO RESORT,

Appellant,

vs.

ENRIQUE RODRIGUEZ, an individual,

Respondent.



No. 59630

**APPELLANT'S EMERGENCY MOTION UNDER NRAP 27(e) REQUESTING (1) TEMPORARY STAY OF ORDER REQUIRING $ 5.5 MILLION BOND, AND (2) ORDER VACATING BOND REQUIREMENT**

Date by which emergency relief is necessary: December 5, 2011.

Nature of emergency relief requested:

This is an appeal from a judgment in the amount of approximately $6.5 million in a personal injury action. Following entry of the judgment, the parties stipulated in writing that: (1) appellant Fiesta Palms (referred to in this motion as defendant) would pay respondent (referred to as plaintiff) the sum of $1 million, which would be non-refundable; and (2) plaintiff agreed "to a permanent stay of all collection proceedings through remittitur." Pursuant to this agreement, the non-refundable $1 million was paid to plaintiff. Nevertheless, he subsequently requested the district court to require defendant to post a supersedeas bond.

On November 17, 2011, Judge Jessie Walsh entered an order requiring defendant to post a $5.5 million supersedeas bond, despite plaintiff's express agreement for a stay of all collection proceedings. The judge did not require plaintiff to pay back the $1 million he received. Judge

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Walsh gave defendant 10 days from service of her order in which to post the bond. Notice of entry was served on November 17, 2011. Thus, the bond must be posted by December 5, 2011.[1]

Defendant seeks two forms of relief. **First, defendant requests this court to issue an immediate emergency temporary stay of the district court's order requiring a bond, pending the final outcome of this motion.** Second, defendant requests an order completely vacating the bond requirement, and permanently enforcing the terms of the settlement (requiring a stay of all collection proceedings) pending the outcome of the appeal.

The certificate of counsel required by NRAP 27(e) is attached to this motion.

## STATEMENT OF FACTS

### 1. Background Facts

This personal injury action arises out of an incident on November 22, 2004, in the sports bar at The Palms Casino in Las Vegas. Plaintiff was watching a football game. During half-time, a Palms employee tossed a souvenir toward some spectators, and a patron dove for the souvenir, striking plaintiff's knee. Plaintiff sued defendant, claiming personal injury damages from the incident. Judge Walsh, sitting without a jury, ruled in plaintiff's favor and awarded approximately $6 million in personal injury damages.

### 2. Initial Execution Efforts and Partial Settlement

Shortly after judgment was entered, plaintiff initiated execution methods, which included freezing defendant's bank accounts. In response, defendant moved for a stay of execution. App. 1. Plaintiff opposed the motion. App. 7. Shortly thereafter, the parties reached a temporary agreement, in which the parties agreed to participate in a mediation. Pending the mediation, plaintiff agreed to "unfreeze" the bank accounts and to postpone collection efforts. This agreement was formalized in a Stipulation and Order filed on May 12, 2011. App. 11.

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[1] Pursuant to NRCP 6(a), intermediate Saturdays, Sundays and non-judicial days are excluded in calculating the due date for the bond, because the period of time in the order is less than eleven days. November 24 and 25, 2011, are non-judicial days (Thanksgiving Day and Family Day). NRS 236.015. When weekend and non-judicial days are excluded from the 10-day calculation, the due date for the bond is Monday, December 5, 2011.

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The parties then participated in a full-day mediation, which resulted in a stipulation for a partial settlement and a stay pending appeal. App. 19-20. The stipulation had two relatively simple conditions. First, defendant agreed to pay plaintiff the sum of $1 million in partial satisfaction of the judgment entered by Judge Walsh, with this money to be non-refundable (but credited against any future payments). The second condition was as follows: "In exchange, Plaintiff shall dismiss any ongoing efforts at execution and shall agree to a permanent stay of all collection proceedings through remittitur." App. 20. This settlement was formalized in a Mediation Settlement document, which was signed by plaintiff and his attorney, and which was filed with the court on May 28, 2011. App. 19. Pursuant to the partial settlement agreement, defendant paid the non-refundable $1 million to plaintiff. App. 53.

### 3. Plaintiff's First Motion to Require Posting of a Bond

Three months after plaintiff accepted $1 million and agreed to a "permanent stay of all collection proceedings" pending the appeal, plaintiff filed a motion to require defendant to post a supersedeas bond. App. 21. Plaintiff's motion did not ask the district court to set aside the partial settlement; nor did plaintiff tender the $1 million back to defendant. Plaintiff's only basis for the motion was his counsel's bald assertion that after the mediation "Plaintiff learned that Defendant was not financially capable of posting a supersedeas bond in an amount to permit satisfaction of the final judgment." App. 23, lines 17-19.

Plaintiff's motion did not contend that the partial settlement agreement was invalid. Instead, he based his motion on the argument that the purpose of a supersedeas bond is to protect a judgment creditor pending an appeal, and a bond should be set in an amount that will permit full satisfaction of the judgment. App. 26-27. Plaintiff's motion offered no explanation as to why a bond could somehow be required in a case where the judgment creditor has expressly agreed to stay "all collection proceedings" pending the appeal, in exchange for a non-refundable payment of $1 million from the judgment debtor.

Defendant opposed the motion to require posting of a supersedeas bond. App. 29-34. Defendant relied primarily upon the signed and filed partial settlement agreement. Plaintiff filed a reply. App. 56.

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On September 6, 2011, the district court held a hearing on the motion, and the district court denied the motion from the bench. A written order denying the motion was entered on November 8, 2011. App. 61.

**4. Plaintiff's Second Motion to Require Posting of a Supersedeas Bond**

Dissatisfied with the result of his first motion, plaintiff filed a second motion, on November 8, 2011, again seeking the identical relief he requested the first time, i.e., an order requiring defendant to post a supersedeas bond. App. 63. Once again, plaintiff did not request an order setting aside the partial settlement; nor did plaintiff tender the $1 million back to defendant. Plaintiff's second motion, which he called a "renewed" motion, was based entirely upon an unauthenticated and unverified media article on a local newspaper's internet website, which indicated that a majority interest in the Palms had been sold. App. 67-68. The article indicated that the purchasers would own 98 percent of the Palms, and the previous owner would hold 2 percent after the sale. App. 74.

Relying solely on the media report of the sale of the Palms, plaintiff argued that he had a "real concern" regarding his ability to collect on the judgment. App. 71. Plaintiff offered no plausible explanation as to why the judgment was any less secure than it was prior to the media report of the sale. Plaintiff also offered no argument or legal authorities supporting the proposition that events after the stipulated partial settlement could somehow justify ignoring the terms of the stipulation. Nor did plaintiff offer any explanation as to why he believed his motion--which was clearly a type of a "collection proceeding" in the case--was permissible after the stipulated stay and after plaintiff had received $1 million in non-refundable money pursuant to the stipulation. App. 69-72.

Defendant opposed plaintiff's second motion on several grounds. App. 87. First, the opposition argued that plaintiff failed to comply with the requirement of seeking leave of court before filing the same motion a second time in a case. EDCR 2.24. App. 91. Additionally, defendant argued that the parties had a stipulated agreement for a permanent stay of all collection proceedings pending the appeal, and that plaintiff was bound by the agreement. App. 92-97. Defendant also argued that the unauthenticated media report of the sale provided no

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basis for any concern regarding collection of the judgment. In fact, the opposite was true. The media report of the sale indicated that the Palms has been open for ten years; it employs more than 2,000 people; after the sale it will have access to a substantial credit line of $60 million; and the new owners are planning major renovations. App. 92-93. As defendant argued in opposition to plaintiff's second motion, the media report hardly painted a picture of a financially troubled judgment debtor. *Id.* Finally, defendant argued that plaintiff's motion was frivolous and that sanctions should be imposed. App. 93.

Judge Walsh held a hearing on November 15, 2011.[2] During the hearing, plaintiff's counsel orally supplemented the renewed motion by providing the court with additional facts and information never disclosed in the motion papers and never previously given to defense counsel. Defense counsel objected to the district court's consideration of the new information, and defense counsel objected to the court's consideration of the unauthenticated hearsay media report attached to plaintiff's motion.

Despite defense counsel's objections, the judge considered the media article that plaintiff's counsel obtained from internet, and the judge considered the unauthenticated and unverified additional "facts" recited by plaintiff's counsel at the hearing. Based solely on these "facts," and unburdened by any actual admissible evidence, Judge Walsh determined that plaintiff had established "a dramatic change in circumstances." Accordingly, the judge granted plaintiff's motion and ordered defendant to post a bond in the amount of $5.5 million (which is the approximate amount of the judgment, minus $1 million for the money already paid).

When the judge issued her ruling from the bench, she did not indicate that she was setting aside the partial settlement agreement. Indeed, plaintiff had never requested such relief. The judge also offered no explanation as to why the so-called "dramatic change in circumstance" somehow justified allowing plaintiff to breach his agreement and to compel defendant to post a $5.5 million bond -- in a case where plaintiff had received a non-refundable payment of

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[2] Defendant has requested an expedited transcript of the hearing, but it has not yet been received. We will supplement the appendix to the present motion as soon as the transcript is received.

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$1 million in exchange for his stipulation to "a permanent stay of all collection proceedings" pending appeal. Nor did the judge explain why plaintiff should be able to renege on his part of the agreement yet at the same time keep the $1 million that was paid to him as consideration for his agreement to a stay of execution pending appeal.

Plaintiff's counsel then submitted a proposed order to the judge. The order, however, failed to contain an explanation or any reasons for the judge's decision. Instead, the order simply recited that plaintiff's motion was granted. Defense counsel sent a letter to plaintiff's counsel, requesting that the order be revised to provide an explanation for the ruling. App. 134. Defense counsel also sent a letter to Judge Walsh (with a copy to plaintiff's counsel), requesting that the order include an explanation for the judge's ruling. App. 135. Plaintiff's counsel replied with a letter to Judge Walsh's chambers, indicating his position that the order was sufficient and that it did not need to include any findings. App. 136.

On November 17, 2011, the judge signed the generic order submitted by plaintiff's counsel, apparently rejecting defendant's suggestion that such an order should contain reasons for the ruling. App. 137-38. The order signed by the judge contained no findings, explanations or reasons for the judge's decision to impose a $5.5 million bond requirement in a case in which the plaintiff already received $1 million in exchange for his stipulation for a "permanent" stay of "all collection proceedings." *Id.*

## ARGUMENT

### 1. Standard of review

A district court's order on a motion for a stay pending appeal, or a motion to determine the amount or adequacy of security for a stay pending appeal, is governed by the abuse of discretion standard. See *McCulloch v. Jeakins*, 99 Nev. 122, 124, 659 P.2d 302, 303 (1983), disapproved on other grounds in *Nelson v. Heer*, 121 Nev. 832, 122 P.3d 1252 (2005); *Kress v. Corey*, 65 Nev. 1, 16-17, 189 P.2d 352, 360 (1948). Presumably this same standard would apply to a motion to require a judgment debtor to post a bond.

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**2. The partial settlement stipulation eliminated any need for a bond.**

With all due respect, Judge Walsh's ruling in this case demonstrates a fundamental misunderstanding of the functions of supersedeas bonds and stays of execution. Without a stay, the judgment creditor plaintiff can execute on the judgment. As a practical matter, there are three ways in which a defendant judgment debtor can obtain a stay of execution. First, the defendant can post an adequate supersedeas bond, which will result in an automatic stay of execution. NRCP 62(d); see *Nelson v. Heer*, 121 Nev. 832, 834, 122 P.3d 1252, 1253 (2005) (Nevada follows federal case law regarding bonds; federal cases allow a stay as a matter of right upon posting of bond for full judgment amount).

Second, the defendant can obtain an order allowing an alternative form of security in lieu of a bond, which will also result in a stay of execution. *Nelson*, 121 Nev. at 835-36, 122 P.3d at 1254. In *Nelson*, for example, the defendant offered real property as security for the judgment, in attempting to obtain a stay order. The *Nelson* court ruled that such security could be used in lieu of a bond.

Third, the defendant can obtain a stipulation from the plaintiff judgment creditor for a stay of execution. E.g., *SIIS v. Snyder*, 109 Nev. 1223, 1227, 865 P.2d 1168, 1170 (1993). In such a case the defendant would pay the plaintiff the amount of consideration to which the parties agreed. E.g., *Irwin v. Irwin*, 272 N.W.2d 328, 330 fn. 2 (Mich. App. 1978) (Allen, J., dissenting; noting agreement by parties that husband was not required to post a bond, and in exchange, wife received partial distribution of money from sale of asset); *Henderson v. Henderson*, 61 P. 136, 137 (Or. 1900) (defendant obtained stipulation for stay of execution; in exchange, defendant made payments to plaintiff during appeal).

If the parties have stipulated to a permanent stay of execution upon the payment of consideration by the defendant, the stay is in place when the consideration is paid, pursuant to the terms of the stipulation. In such a case, a bond would be superfluous and unnecessary, because the plaintiff has stipulated to the stay, conditioned upon receipt of the defendant's payment of the consideration to which the parties agreed. Once the payment has been made, the

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defendant has performed its part of the bargained-for stipulation; and the plaintiff must perform its part of the contract by forgoing execution on the judgment, pending the appeal.

Accordingly, to obtain a stay of execution, a defendant judgment debtor only needs to post a supersedeas bond if the defendant is unable to obtain an order authorizing an alternative form of security under *Nelson*, and if the defendant is unable to obtain a negotiated stipulation from the plaintiff for a stay of execution.

In the present case, the parties successfully negotiated a mutual agreement for a stipulated stay of execution. Plaintiff agreed to "a permanent stay of all collection proceedings through remittitur." Consideration for the stay consisted of a $1 million non-refundable payment, which was, in fact, paid to plaintiff. When the Palms fully performed its part of the bargain, and when plaintiff received his $1 million, he was contractually bound to a "permanent stay of all collection proceedings" pending the appeal (emphasis added). A supersedeas bond was completely superfluous and unnecessary under these circumstance.

The trial judge, however, apparently failed to understand the significance of plaintiff's stipulation for a permanent stay, as well as the significance of defendant's $1 million non-refundable payment. Despite the stipulation for a permanent stay and the non-refundable payment of $1 million, which had the effect of eliminating any possible need for a supersedeas bond, the judge nevertheless required defendant to post a $5.5 million bond. This had the effect of completely eliminating the consideration for which defendant paid $1 million. To compound the harm, the judge did not even require plaintiff to refund the $1 million that he received in consideration for the permanent stay of execution.

**3. Plaintiff was bound by the partial settlement stipulation**

Plaintiff and his counsel both signed the stipulation containing the mediation settlement agreement, and the stipulation was filed with the court on May 18, 2011. As a result of that agreement, plaintiff received a non-refundable payment of $1 million. In other words, the agreement allowed him to keep the $1 million even if this court reverses the judgment. In exchange for this valuable benefit, plaintiff agreed to a "permanent stay of all collection proceedings through remittitur." Neither plaintiff nor defendant has ever moved to set aside the

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mediation settlement agreement. Requiring a $5.5 million bond, however, would appear to have the practical effect of relieving plaintiff of his obligation under the agreement, i.e., his obligation to forgo "all collection proceedings" during the appeal.

A stipulation is a contract. *Redrock Valley Ranch v. Washoe County*, 127 Nev.____, 254 P.3d 641 (2011). A stipulation should not be easily set aside. *Id.* Stipulations are controlling and conclusive, and courts are bound to enforce them. *Lehrer McGovern Bovis, Inc., v. Bullock Insulation, Inc.*, 124 Nev. 1102, 1118, 197 P.3d 1032, 1042 (2008).

A stipulation does not need court approval. It is valid if it is signed by the party against whom it is offered, or if it is signed by that party's attorney. EDCR 7.50 (stipulation is effective if signed by the party or the party's attorney); *Lehrer*, 124 Nev. at 1118, 197 P.3d at 1042; *Casentini v. Hines*, 97 Nev. 186, 187, 625 P.2d 1174, 1175 (1981) (stipulation is valid if subscribed by party against whom it is alleged). In the present case, plaintiff and his attorney both signed the stipulation. It was therefore a binding contract, and it must be enforced.

As noted above, plaintiff has never requested the court to set aside the mediated settlement agreement. Even if his renewed motion is somehow construed as a motion to set aside the agreement, the motion would still need to be denied. A stipulation may be set aside only upon a showing that it was entered into through mistake, fraud, collusion, accident or other similar grounds. *Citicorp Services, Inc. v. Lee*, 99 Nev. 511, 513, 665 P.2d 265, 266 (1983); see also *McClintock v. McClintock*, 122 Nev. 842, 844, 138 P.3d 513, 514 (2006) (trial court set aside stipulation where client had not authorized attorney to sign it); *Love v. Love*, 114 Nev. 572, 577, 959 P.2d 523, 526-27 (1998) (divorce settlement stipulation could be set aside upon showing of fraudulent inducement).

A change in circumstances which occurs after an obligation is entered into will generally not relieve a party of his obligations under a stipulation. *Citicorp*, 99 Nev. at 513, 665 P.2d at 267. In *Citicorp*, the parties entered into a stipulation requiring the plaintiff to make a certain witness available for deposition. By the time of the trial date, the plaintiff had not complied, and the defendant moved to vacate the trial date. The district court entered an order relieving the plaintiff of his obligation to produce the witness. This court reversed, holding that the district

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court abused its discretion by relieving the plaintiff of his obligation under the stipulation, despite the plaintiff's argument that circumstances had changed regarding availability of the witness. *Id.*

In the present case, plaintiff was represented by competent counsel at the mediation. Plaintiff and his counsel both signed the mediation settlement stipulation. Plaintiff's renewed motion for a bond failed to city any authority, from any jurisdiction, holding that a stipulation can be set aside based on circumstances that arose after the parties entered into the stipulation. Plaintiff's motion also failed to make even the slightest showing of any mistake, fraud, collusion or other grounds justifying an order relieving plaintiff of his obligation under the settlement agreement.

Finally, plaintiff filed his renewed motion without offering to return the $1 million he received. Instead, he merely offered to give defendant a credit on the amount of the bond. The court accepted plaintiff's contention, reducing the bond requirement by $1 million. As noted above, as a practical matter plaintiff's motion sought relief from plaintiff's obligation to forgo all collection proceedings. Thus, plaintiff was essentially seeking an equitable remedy. "In seeking equity, a party is required to do equity." *Overhead Door Company of Reno, Inc., v. Overhead Door Corporation*, 103 Nev. 126, 127, 734 P.2d 1233, 1235 (1987). A person seeking equitable relief must give the other party all equitable rights to which the other party is entitled with respect to the subject matter. *Id.* at 128, 734 P.2d at 1235. Relief inconsistent with the equities of the adverse party will be denied. *Id.* Where the granting of equitable relief raises equitable rights in favor of the other party, granting such relief must be conditioned on giving the other party its equitable rights. *Id.*

In *Overhead Door*, for example, a national company wanted to cut its ties with a local distributor. The national company sought a permanent injunction against the local distributor, to prevent the local distributor from conducting its business. The national company, however, refused to repurchase inventory from the local distributor. The district court granted the injunction without first requiring the national company to repurchase the inventory. This court

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reversed, holding that the national company was required to "do equity" by repurchasing the inventory before the company could receive an equitable order.

Similarly, in *NOLM, LLC v. County of Clark*, 120 Nev. 736, 744, 100 P.3d 658, 664 (2004), Clark County sold parcels of real property, but one of the deeds contained a mistake regarding the size of the parcel. The County sought an order reforming the deed to reduce the size of the parcel. The district court granted reformation, but refused to order the County to refund a portion of property taxes paid by the purchaser. The *NOLM* court applied the rule that a party seeking equity is required to do equity. *Id.* at 743, 100 P.3d at 663. The court held that because the County was seeking reformation of the deed to reduce the acreage, the County could not keep the extra property taxes that the County had received. Thus, the purchaser was entitled to a partial refund of his property taxes from the County, as a prerequisite to granting equitable relief requested by the County. *Id.* at 743-44, 100 P.3d at 663-64.

In the present case, plaintiff was essentially seeking an equitable remedy. He apparently believes he will be able to proceed with collection proceedings and execute on the judgment if defendant fails to comply with the bond requirement. In other words, he obviously believes the so-called changed circumstances justify relief from his obligation under the stipulation; and the district judge seems to have agreed. Yet plaintiff has not refunded, or even offered to refund, the $1 million that was paid by defendant for the "permanent stay of all collection proceedings through remittitur." If plaintiff wants to reform or set aside the mediated settlement agreement, or if he wants other relief from his obligation in the agreement, he must establish legal grounds for such relief; he must also "do equity" by refunding the $1million he received.[3]

**4. There was no factual basis for the district judge's ruling**

In addition to fundamental procedural and contractual barriers to the highly unusual relief the district court granted here, there was also no legitimate factual basis for such an order. Plaintiff's renewed motion was based entirely upon an unauthenticated hearsay news report

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[3] The relief plaintiff was requesting is complicated by the fact that plaintiff has apparently filed an interpleader action involving the $1 million, with several claimants (such as medical providers and plaintiff's attorney) making claims on the money.

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obtained from the internet, dealing with the sale of a majority interest of the Palms. Without any plausible explanation, plaintiff contended that the sale created financial uncertainty and insecurity for his judgment, thereby somehow justifying the requirement of a supersedeas bond. Defendant objected to any consideration of the report. The district court relied on the report (and on an oral recitation of additional "facts" asserted by plaintiff's counsel at the hearing), finding that these "facts" somehow constituted a "dramatic change of circumstances" justifying the bond requirement.

The unauthenticated hearsay media report should have been rejected. It was not provided as part of any presentation of admissible evidence. It was not even verified or authenticated. And it was also, undeniably, an inadmissible hearsay document consisting of an out-of-court statement offered for the truth of the matter asserted. NRS 51.035.

Even if the district court did not err by considering the unauthenticated hearsay media article, the contents of the article failed to establish any legitimate basis for the extraordinary remedy of requiring defendant to post a $5.5 million bond in a case in which defendant already made a $1 million non-refundable payment in exchange for a stay of all collection proceedings pending appeal. As noted above, the media report of the sale indicated that the Palms has a ten-year business history, with more than 2,000 employees. As a result of the sale the Palms will have access to a substantial credit line of $60 million; and the new owners are planning major renovations. If anything, the article shows every reason for optimism as a result of the sale of the Palms majority interest. The article hardly paints a picture of a financially troubled judgment debtor. And the article certainly does not provide substantial evidence supporting the Judge Walsh's extraordinary finding of a "dramatic change of circumstances" since the time of plaintiff's agreement to a permanent stay of all collection proceedings pending appeal.

## CONCLUSION

For the foregoing reasons, this court should issue an order temporarily staying enforcement of the bond requirement in the district court's November 17, 2011 order, pending this court's ultimate determination of the merits of the present motion. And upon final

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consideration of this matter, this court should vacate the district court's November 17, 2011 order, and the district court should be ordered to enforce the stipulation for stay pending appeal.

DATED: Nov. 21, 2011

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ATTORNEYS FOR APPELLANT

ATTACHMENT

ATTACHMENT

IN THE SUPREME COURT OF THE STATE OF NEVADA

* * * *

FIESTA PALMS, LLC, a Nevada Limited Liability Company d.b.a THE PALMS CASINO RESORT,

Appellant,

vs. No. 59630

ENRIQUE RODRIGUEZ, an individual,

Respondent.

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**NRAP 27(e) CERTIFICATE**

The undersigned counsel hereby certifies the following information:

1. The names, addresses and telephone numbers of the attorneys for the parties are as follows:

Steven M. Baker (Attorney for Plaintiff)
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Robert L. Eisenberg (Attorney for Appellants)
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2. Existence and nature of claimed emergency:

District Judge Jessie Walsh ordered Fiesta Palms to post a $5.5 million bond within ten days after service of notice of entry of her order. Notice of entry was served on November 17,

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2011. Therefore, the bond must be posted not later than December 5, 2011 (ten days calculated without counting weekends and non-judicial holiday days).

3. This motion is being filed electronically and therefore provided to opposing counsel immediately, if counsel are on the court's e-filing system. Copies of the motion are being faxed to other counsel.

DATED: Nov. 21, 2011

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## CERTIFICATE OF SERVICE

I certify that I am an employee of Lemons, Grundy & Eisenberg and that on this date Appellant's Emergency Motion Under NRAP 27(e) Requesting (1) Temporary Stay of Order Requiring $5.5 Million Bond, and (2) Order Vacating Bond Requirement was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list as follows:

Steven Baker
John Naylor
Jeffery Bendavid
Marsha Stephenson

I further certify that on this date I served copies of this Emergency Motion by facsimile and by U.S. mail to:

**Fax No. 925-930-6620**
Kenneth C. Ward
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**Fax No. 702-384-6568**
Adam S. Davis
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DATED this 21 day of NOV, 2011.

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