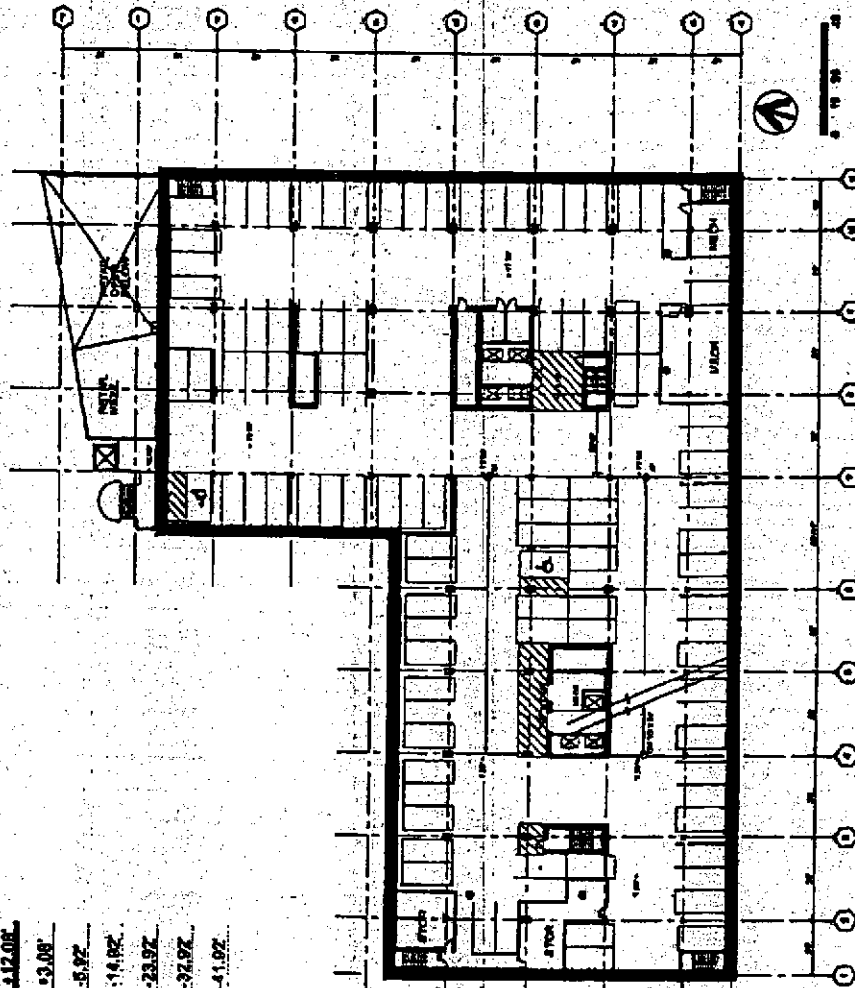


APRIL 7, 2009  
 CONSULTING ENGINEER  
 MARK B. STEPPAN, AIA, CSI, NCARB  
 ASPECT  
 FISHER FRIEDMAN ASSOCIATES  
 DESIGN CONSULTANT

PODIUM	+44.08'
G1	+30.08'
G2	+21.08'
G3	+12.08'
G4	+3.08'
G5	-5.92'
G6	-14.92'
G7	-23.92'
G8	-32.92'
G9	-41.92'

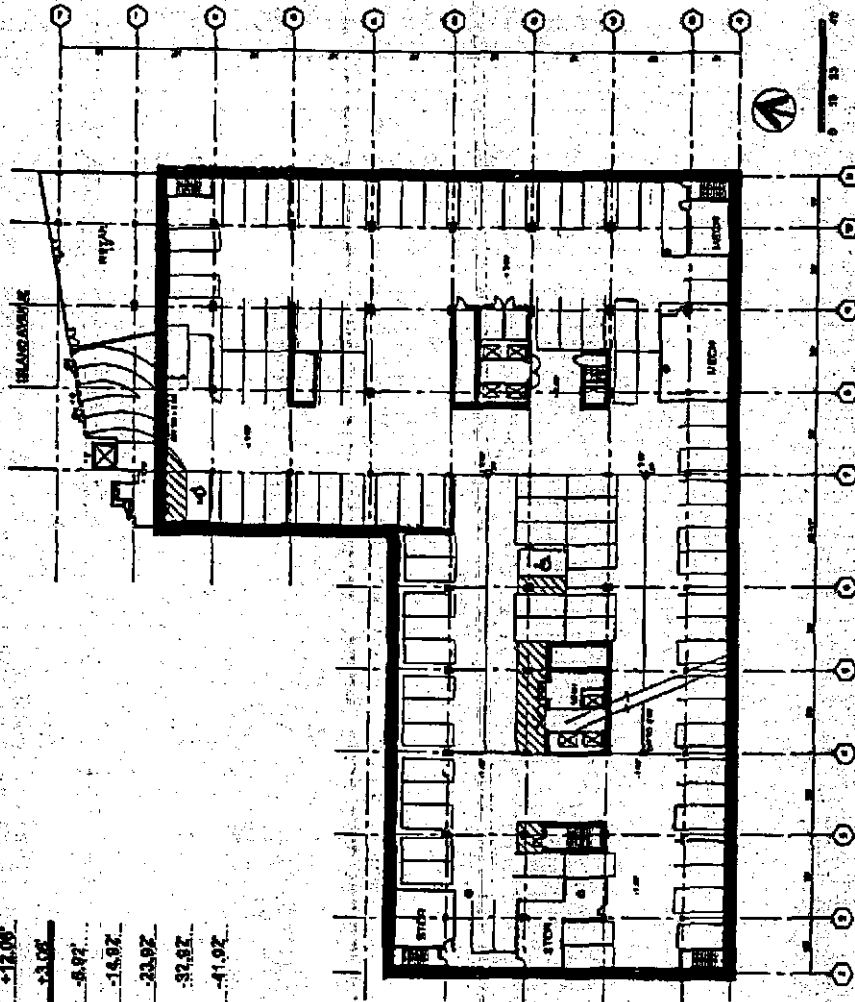


G3 GARAGE @ +12.08'  
 103 PARKING STALLS

103

APRIL 7, 2006  
 CONCEPT DESIGN & PRELIMINARY LAYOUT  
 MARK B. STEPPAN, AIA, CSI, NCARB  
 ARCHITECT  
 FISHER FRIEDMAN ASSOCIATES  
 DESIGN CONSULTANT

FOOTING	+44.08'
G1	+30.08'
G2	+21.08'
G3	+12.08'
G4	+3.08'
G5	-5.92'
G6	-15.92'
G7	-23.92'
G8	-32.92'
G9	-41.92'



Q4 GARAGE @ +3.08'  
 104 PARKING STALLS

6







APRIL 7, 2006

CONVERTING FROM 100' TO 108' STALLS, ALL DIMENSIONS

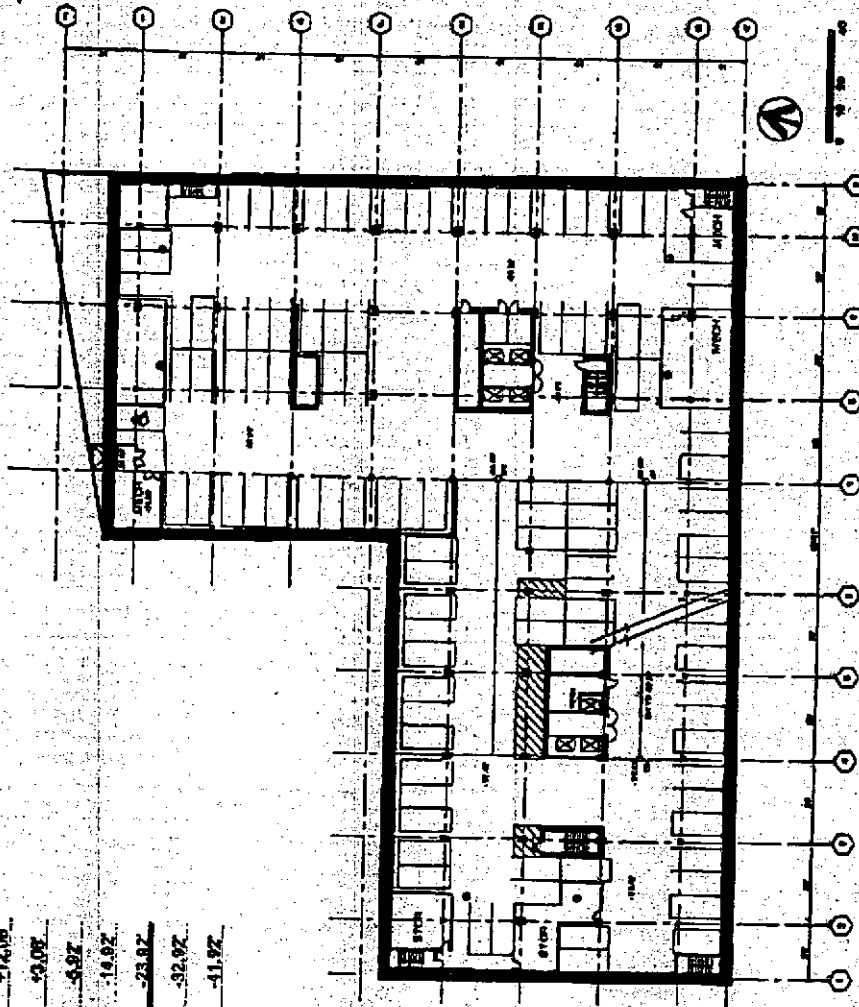
MARK B. STEPPAN, AIA, CRL NCARB

AT CONTRACT

FISHER FRIEDMAN ASSOCIATES

CONSULTANT

	PODIUM	+44.05'
+25.65'	G1	+30.05'
+18.86'	G2	+21.05'
+7.65'	G3	+12.05'
-1.42'	G4	+3.05'
-10.42'	G5	-8.92'
-18.42'	G6	-16.92'
-28.42'	G7	-23.92'
-37.42'	G8	-32.92'
	G9	-41.92'



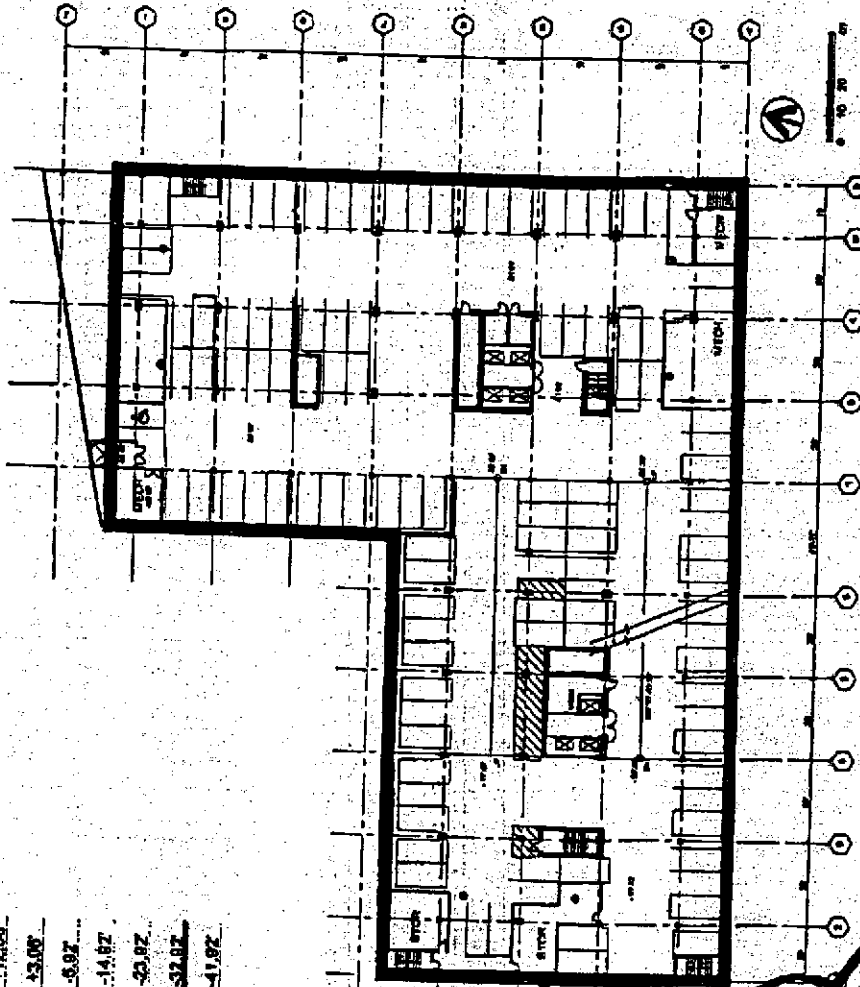
G-7 GARAGE @ -23.92'

108 PARKING STALLS

608

APRIL 7, 2006  
 CONSULTING ARCHITECTS  
 MARK S. STEPTAN, AIA, CSI, NCARB  
 FISHMAN ASSOCIATES  
 10000 RIVERVIEW BLVD  
 SUITE 100  
 RICHMOND, VA 23224

PODIUM	+44.08'
G1	+30.08'
G2	+21.08'
G3	+12.08'
G4	+3.08'
G5	-6.92'
G6	-14.92'
G7	-23.92'
G8	-32.92'
G9	-41.92'



G8 GARAGE @ -32.92'  
 108 PARKING STALLS

G8  
 108

+48,000 GSF TYP  
 FULL LVL TYP

APRIL 7, 2006

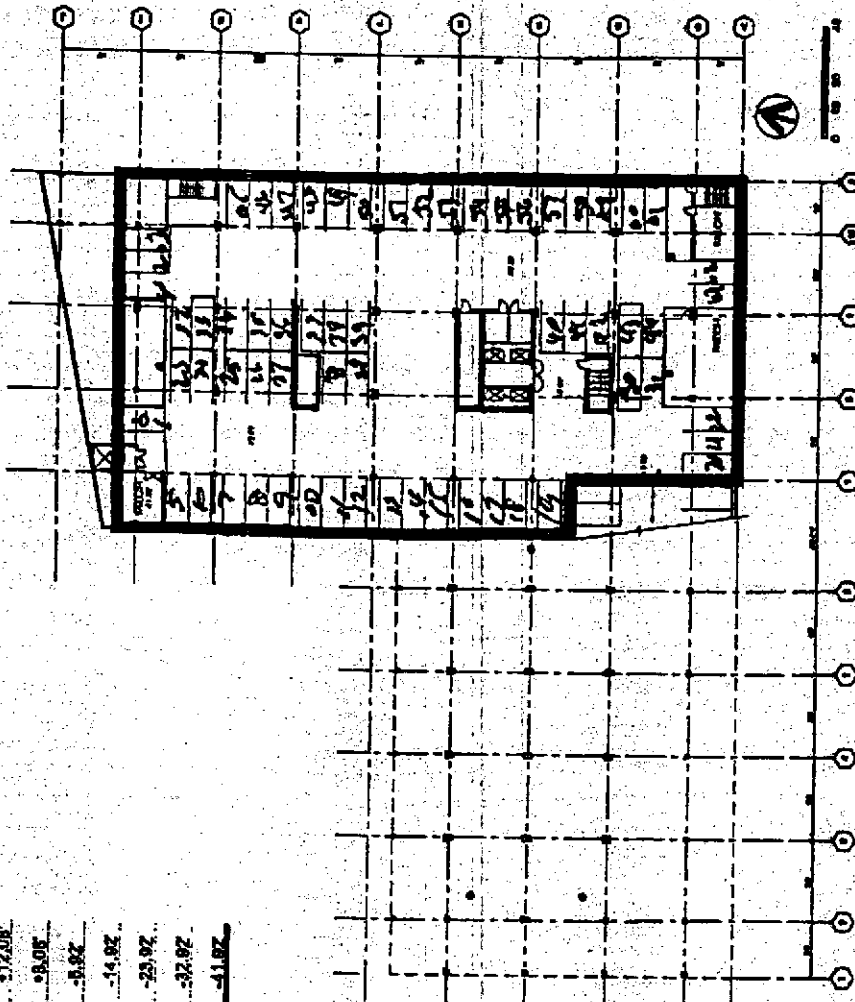
REVISION: SEE SHEET 510 420 6599

MARK B. STEPPAN, AIA, CGL, NCMA

FISHER FRIEDMAN ASSOCIATES

ARCHITECT

PODIUM	+44.08'
G1	+30.08'
G2	+21.08'
G3	+12.08'
G4	+9.05'
G5	-5.92'
G6	-14.92'
G7	-23.92'
G8	-32.92'
G9	-41.92'



GARAGE @ -41.92'

63 PARKING STALLS

63

FILED

DEC 11 2013

JOEY HASTINGS, CLERK  
By: [Signature]  
DEPUTY CLERK

SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

-oOo-

JOHN ILIESCU, JR., SONNIA )  
SANTÉE ILIESCU, AND JOHN )  
ILIESCU JR., AND SONNIA )  
ILIESCU AS TRUSTEES OF THE ) Case No. CV07-00341  
JOHN ILIESCU, JR., AND SONNIA ) (Consolidated with Case No.  
ILIESCU 1992 FAMILY TRUST, ) CV07-01021  
 )  
Plaintiffs, )  
 ) Dept. No. 6  
vs. )  
 )  
MARK B. STEPPAN, )  
 )  
Defendant. )  
 )

DEPOSITION OF MARK STEPPAN

MONDAY, SEPTEMBER 29, 2008

RENO, NEVADA

SUNSHINE REPORTING SERVICES  
151 COUNTRY ESTATES CIRCLE RENO NEVADA 89511  
REPORTED BY: SUSAN CULP CCR #343

ORIGINAL

AA2913

CV07-00341  
DC-9900051920-133  
MARK STEPPAN VS. JOHN ILIES 75 Pages  
District Court 12/11/2013 01:58 PM  
Washoe County 1595  
JHC

A P P E A R A N C E S

For the Plaintiffs:

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ATTORNEYS AT LAW

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(775) 786-3011

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Attorneys at Law

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Reno, Nevada 89511

(775) 324-5930

gaylekern@kernltd.com

Disposition of Original Depo: Original transcript to Mr.  
Mollath for signature.

Disposition of Exhibits: Attach original exhibits to original  
transcript, copies to copies.

I N D E X

PAGE

EXAMINATION BY MR. MOLLATH

4

E X H I B I T S

NO.

DESCRIPTION

PAGE

1 AIA DOCUMENT DATED OCTOBER 31, 2005

12

2 APPLICANT AFFIDAVIT DATED JANUARY 12, 2006

36

3 APPLICATION FOR TENTATIVE MAP, SPECIAL-USE  
PERMIT

40

4 COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM  
DATED OCTOBER 3, 2006

45

5 NOTICE OF CLAIM OF LIEN

57

6 COMPLAINT TO FORECLOSE MECHANIC'S LIEN AND  
FOR DAMAGES

59

7 AFFIDAVIT OF DAVID SNELLGROVE IN SUPPORT OF  
SUPPLEMENTAL RESPONSE TO APPLICATION FOR  
RELEASE OF MECHANIC'S LIEN

65

1 BE IT REMEMBERED that on Monday September 29, 2008, at  
2 the hour of 1:58 p.m. of said day, at the offices of Gayle  
3 Kern, Ltd., 5421 Kietzke Lane, Suite 200, Reno, Nevada, before  
4 me, SUSAN CULP, a notary public, personally appeared MARK B.  
5 STEPPAN, who was by me first duly sworn, and was examined as a  
6 witness in said cause.

7 -oOo-

8  
9 MARK B. STEPPAN,  
10 called as a witness, having been duly sworn,  
11 testified as follows:  
12

13 EXAMINATION

14 BY MR. MOLLATH:

15 Q Would you please state your name for the record.

16 A Mark Bantam Steppan.

17 Q What is your current business, profession, or  
18 occupation?

19 A I'm an architect.

20 Q How long have you been an architect?

21 A I've worked in the profession since I graduated  
22 school, and I was licensed, I believe, in 1987.

23 Q On or about September of 2005, who were you employed  
24 by?

25 A Fisher Friedman and Associates.

1 Q Okay. And what is Fisher Friedman and Associates?

2 A It's an architectural firm.

3 Q And where are they located?

4 A Emeryville, California.

5 Q And how many architects are in Fisher Friedman?

6 A Currently or at that time?

7 Q At that time.

8 A And you're referring to two thousand what?

9 Q September of 2005.

10 A Okay. Around six or seven licensed architects.

11 Q How many were licensed in September 2005 in the state  
12 of Nevada?

13 A One.

14 Q And who was that?

15 A Me.

16 Q Okay. Who is Mr. Nathan Ogle?

17 A He is the vice-president of Fisher Friedman  
18 Associates.

19 Q And is he licensed in Nevada?

20 A No.

21 Q On September -- In September of 2005, had you had an  
22 occasion, on behalf of yourself or Fisher Friedman or Mr. Ogle,  
23 to make contact with a company called Consolidated Pacific  
24 Development?

25 A A gentleman from Consolidated came into our office and



1 met with us, and that was Sam Caniglia.

2 Q And what was the date of that?

3 A I don't remember a specific date. It was in the  
4 September '05 timeframe.

5 Q September '05. Now, let me backup for a little  
6 housekeeping matter.

7 Do you have a file on the transaction that's the  
8 subject matter of this litigation? Separate and apart from  
9 your litigation file, but a file that Fisher Friedman or  
10 yourself maintains concerning this particular project and job.

11 A We have many folders of documents, whether they are a  
12 contract or copies of drawings at the office. That's standard  
13 practice.

14 Q Okay. Now, was this -- was this file or a group of  
15 documents created sometime after Sam Caniglia contacted your  
16 firm in September of '05?

17 A There would have been nothing prior to his  
18 communicating with us.

19 Q All right. So the start of your document record  
20 concerning this Reno project would have started sometime in  
21 September of '05?

22 A If I'm correct of that being the month, that's right.

23 Q Okay. Now, would that -- Would I be correct in  
24 assuming that that file would contain all the correspondence  
25 concerning the project between you and the developer, that

1 being Consolidated Pacific?

2 A I cannot directly speak to all of the documents that  
3 would be in the office. I could not tell you if all  
4 communications between people other than myself and Sam would  
5 be there. I would assume so.

6 Q Okay. So this file that starts in September of '05  
7 would contain, I assume, any correspondence between your firm  
8 and anybody who you were working with on the project?

9 A I believe so.

10 Q Okay. It would contain any correspondence with -- or  
11 submittals to any governmental agencies?

12 A I believe so.

13 Q Would it contain the contractual documents between  
14 your firm and the developer, whoever contracted with you?

15 A Yes.

16 Q All right. Would it contain any contracts with  
17 third-party consultants that you hired, such as audio/visual  
18 people, engineers, electrical engineers? In other words,  
19 subcategories in the building profession?

20 A They would be there if we had hired somebody.

21 Q Okay. Right.

22 MR. MOLLATH: Counsel, do you have any problem with  
23 arranging for the Bates stamping of the entire file of  
24 Fisher Friedman and providing that to me?

25 MS. KERN: I'll take a look at it first. I have no

1 idea.

2 MR. MOLLATH: Okay. I'd like to have that file, in  
3 its entirety, Bates stamped.

4 MS. KERN: Well, I'll take a look at it and see if  
5 there's anything that I need to identify under privilege law.  
6 BY MR. MOLLATH:

7 Q Okay. Now, in September of '05, when you had -- your  
8 firm had the meeting with Sam Caniglia, who was present at that  
9 meeting?

10 A If I remember correctly, it would be Sam, and Tony  
11 Iamesi, representing Consolidated, and from Fisher Friedman, et  
12 cetera, would have been Rodney Friedman, Nathan Ogle, myself,  
13 and I don't remember if David Tritt was there or not.

14 Q And what was discussed at that initial meeting in  
15 September of '05 with Sam Caniglia and Tony Inozzi?

16 A Iamesi.

17 Q Iamesi, okay.

18 A I-a-m-e-s-i, I think.

19 Q What was discussed at that meeting?

20 A The concept of doing a fantastic project in Reno.

21 Q Did they tell you the status of the ownership of the  
22 ground upon which that project was proposed to be developed?

23 A I cannot tell you that they mentioned at the time of  
24 that first meeting that it was in the process of being  
25 purchased, that that's what they were working on, or whether

1 that came in a later conversation.

2 Q Did you have an understanding at the first meeting  
3 that they did or did not own the property that was going to be  
4 the subject of this development?

5 A I do not remember at this time.

6 Q Okay. At any point in time subsequent to the  
7 September 5th -- or the September of '05 meeting, did you or  
8 your firm make a determination whether that property was owned  
9 or not owned by Consolidated Pacific Development?

10 A Yes. There was some point thereafter where we knew  
11 that it was not owned at that time or currently by the people  
12 that we were contracted in with.

13 Q How long after September 5th did your firm or yourself  
14 make a determination that they did or did not own the property?

15 A I can't answer that, because as I just said  
16 previously, I can't remember if that was discussed at the  
17 September meeting or not. So had it been discussed in  
18 September, that's when it would have been. Had it been after  
19 that, it could have been later in September or in October, when  
20 we were signing the original letters of starting to design the  
21 project.

22 Q Okay. But at some point in time after the September  
23 initial engagement meeting, it was made aware to you that the  
24 property was not owned by Sam Caniglia's group, it was owned by  
25 somebody else.

1 A At some point in that general timeframe.

2 Q Okay. Did Sam Caniglia or his group make available to  
3 you the transactional documents by which they were going to  
4 acquire the property from the owner?

5 A I do not remember seeing anything.

6 Q At any point in time prior to the execution of the  
7 contract, which was, I believe, October of 2005, the  
8 architectural contract, did Sam Caniglia or his group indicate  
9 to you who in fact was the owner of the property?

10 A I -- At this moment I don't remember any particular  
11 time of when that was discussed.

12 Q At some point in time did you find out who the owner  
13 of the property was?

14 A Yes.

15 Q Okay. And what point in time, after the September  
16 meeting, did you find out who the owner was?

17 A I could not tell you.

18 Q What level of detail did you know about the owner of  
19 the property?

20 A I knew his name is Dr. John Iliescu, and that he was  
21 local to Reno. But as to any more of that, I don't remember  
22 what else might have been discussed in my presence or not in my  
23 presence.

24 Q Okay. How much after September of '05, if you can  
25 recall, did you find out that Dr. Iliescu was the owner of the

1 property?

2 A As I said earlier, I don't know when exactly that was,  
3 because that still goes back to the same concept of whether or  
4 not the people we were working with owned the property or not.

5 Q Okay. All right. Now, what relationship did you have  
6 with Wood Rodgers concerning this project?

7 A They were a consultant to Consolidated/BSC, provided  
8 services for them, I believe, for civil and helping -- and  
9 maybe not for civil, but helping to get the entitlement process  
10 done.

11 Q And when did you first come into information that Wood  
12 Rodgers was going to be the consultant dealing with the  
13 entitlements in Reno, Nevada for this project? In other words,  
14 when did they first come up on your radar screen?

15 A I don't really remember.

16 Q Okay. Now, did you have an occasion, at any time  
17 prior to the execution of the contract in October of 2005, to  
18 meet with any representatives of the City of Reno concerning  
19 the project?

20 A Well, I don't know that that contract was executed in  
21 October. I think that contract was executed in April of '06,  
22 but we did have a letter of agreement to start designing in  
23 October.

24 I believe at that same time, or similar to that time,  
25 we came up to Reno to meet with representatives from the

1 planning department, walk around the site, drive around Reno,  
2 present ideas to the planning department, get their take on  
3 things.

4 That was a combination of Fisher Friedman and Sam and  
5 Tony, and I don't remember whom else was up here. Possibly Cal  
6 Bosma. And we met with a couple of people at the planning  
7 department.

8 Q Was any representatives of Wood Rodgers present during  
9 those meetings?

10 A I think David Snellgrove might have been, but I don't  
11 remember for sure.

12 MR. MOLLATH: Let's have marked as next in order an  
13 AIA document with Bates stamp document numbers 108 through 132.

14 (Exhibit 1 was marked.)

15 BY MR. MOLLATH:

16 Q Let me show you what has been marked as Exhibit No. 1,  
17 which is an AIA document dated, on the first page, the 31st of  
18 October 2005, but in the body of the document it has an  
19 execution date of April 21, 2006.

20 Do you see that on the very last page?

21 A Yes.

22 Q Okay. So am I correct in my assumption from your  
23 testimony a moment before, that the actual execution of the  
24 Exhibit 1, AIA Standard Form Agreement between Owner and  
25 Architect, was April 21st of 2006, but it was effective October

1 31st of '05? Is that what I'm hearing?

2 A Uh-huh, uh-huh.

3 Q So on October 31st of '05 --

4 A I'm sorry, yes.

5 Q So as of October 31st of '05, this document was not  
6 yet in existence?

7 A As a completed document, that is correct.

8 Q As a completed document?

9 A That's correct.

10 Q And it was not in existence as an executed document.

11 A Correct.

12 Q Now, was there another document or letter of  
13 understanding or engagement that you had with the developers of  
14 this project prior to the Exhibit 1 being executed on  
15 April 21st, 2006?

16 A Yes.

17 Q Okay. Tell me about that document.

18 A There was probably at least one single-page letter  
19 discussing the general synopsis of the proposed project and  
20 that we were going to start designing it, and it was signed by  
21 me, and I believe it was signed by Sam, and that would have  
22 been in October of '05.

23 Q Okay. So that, or a variant of that document,  
24 governed the relationship of the parties -- that being your  
25 firm, your architectural firm, and the developers -- between



1 October of '05 and April 21st of '06?

2 A That was the starting document to get the project  
3 started correct.

4 Q Okay. Why did it take a period of time from  
5 October '05 to April of '06 to get to an AIA contract document  
6 between yourself and the developer?

7 A We worked under the agreement letter for quite awhile,  
8 and then we started putting together the draft -- for a little  
9 while, and then we started putting together a draft version of  
10 the B 141, and it went off to the client and the client's  
11 counsel for review. That took quite a bit of time before we  
12 got comments back.

13 And then before you're done you go back and forth with  
14 comments, corrections, back and forth modifications, and by the  
15 time you reach the final agreement of all parties, including  
16 all counsel, it ended up being towards the beginning of April,  
17 and that's when it got signed.

18 Q So would I be correct to assume that in your document  
19 file you would have a copy of these letter agreements that we  
20 just talked about?

21 A I assume so.

22 Q Right. And would I also be correct in assuming that  
23 there would be copies of the drafts that went back and forth  
24 between counsel for the client, which was Sam Caniglia's group?

25 A Yes.

1 Q Okay? And your firm?

2 A I believe so.

3 Q All right. Do you know who counsel for Sam Caniglia's  
4 group was during this period of time October of '05 through  
5 April 21st of '06?

6 A Well, part of me wants to say that it was Hale Lane,  
7 but I can't remember for sure. There was a firm that  
8 BSC/Consolidated, and I don't know which division of that was  
9 talking to the counsel, was working with the counsel. There  
10 was a lady attorney who was reviewing a lot of the information  
11 in there, providing written suggestions. But I don't really  
12 remember the firm name, so I could be mistaken in saying that.

13 Q Does the name Karen Dennison ring a bell?

14 A Yeah. The Karen part does, uh-huh.

15 Q Okay.

16 A Yes.

17 Q Do you recall a point in time that you actually  
18 started dealing with Hale Lane, in your mind, in regards to  
19 this project?

20 A Not specifically. Again, if Karen was the right  
21 person, if she was employed by Hale Lane, then that would have  
22 taken place during the negotiations of the contract, which  
23 would have been probably post-November '05 into late March or  
24 so of '06, when the contract was being negotiated.

25 Q Okay. So let me see if I understand this: During the

1 period of time from October '05 up until April 21st, 2006, you  
2 recall dealing with attorneys for the client.

3 A Correct.

4 Q That would be the Caniglia group.

5 A Correct.

6 Q On the issue of the details and language of the AIA  
7 construction contract that was ultimately executed on  
8 April 21st 2006.

9 A Correct.

10 Q Okay. Do you recall having any dealings or  
11 discussions with a law firm that was representing the Caniglia  
12 group concerning the obtaining of the entitlements on the  
13 property?

14 A I don't remember any specific discussions, but I did  
15 not have all the discussions. I was only on part of them,  
16 so...

17 Q Okay. Who would best know, in your firm, the  
18 relationship between your firm and the client relative to the  
19 prosecution of this project, from an entitlement standpoint and  
20 a business standpoint, other than you? Is there somebody else  
21 in your firm that dealt with it more than you did?

22 A Well, for a lot of the process, a lot of what was  
23 going on was being handled by Nathan Ogle. Rodney was a part  
24 to a lot of things, but the day-to-day was more handled by  
25 Nathan. A lot of communications back and forth were -- between

1 Sam's group and our office, over the contract, were handled by  
2 Nathan.

3 Q Okay.

4 A I participated in some of them, I did not participate  
5 in others.

6 Q All right. Fair enough. Now, let's go to the first  
7 page of the contract. The -- about the center of the page it  
8 refers to BSC Financial, LLC, limited liability company, care  
9 of Consolidated Pacific Developing, do you see that?

10 A Yes.

11 Q Okay. What was your understanding of who BSC  
12 Financial, LLC, was as it relates to care of Consolidated  
13 Pacific Development?

14 A That was our client. It was the vehicle they were  
15 using as a limited liability corporation to handle the project,  
16 and that Consolidated Pacific directly wasn't necessarily doing  
17 it. I didn't have a whole lot of conversation about that  
18 issue, if much of any.

19 Q Who would have had the conversation concerning the --

20 A I don't know if there would have been much  
21 conversation about it.

22 Q Was yourself or as a representative of your firm  
23 dealing with counsel on your side? In other words, did the  
24 architectural firm have legal counsel that was talking with  
25 legal counsel for BSC Financial or Consolidated Pacific

1 Development?

2 A I believe we had counsel. I do not know for sure if  
3 the counsels talked to each other directly, but I'm pretty sure  
4 we had counsel.

5 Q Would it be fair, then, to state that the Exhibit 1,  
6 the standard form agreement between owner and architect dated  
7 as of 31st of October 2005, was the culmination of a  
8 negotiation process between your architectural firm and its  
9 lawyers and the lawyers in client BSC Financial Consolidated  
10 Pacific?

11 A Yes.

12 Q Okay. Now, during the period of time from  
13 October 31st, 2005, to April 21st, 2006, did you ever have any  
14 contact with or discuss this project with Dr. or Mrs. Iliescu?

15 A Personally?

16 Q You personally.

17 A No.

18 Q When is the first time you ever met Dr. or  
19 Mrs. Iliescu, or either one of them?

20 A I have seen Dr. Iliescu at one of the case meetings  
21 down at court here in Reno, and that was the only time that I  
22 have seen him.

23 Q Okay. Do you know whether any member of your firm had  
24 any professional contact, other than medical, with Dr. Iliescu,  
25 on this project, relative to -- these lawyers, you've got to be

1 specific -- relative to this project between the period of  
2 October 31st, 2005, and April 21st, 2006?

3 A I really don't know if there was any.

4 Q All right. Do you know of any?

5 A No.

6 Q During this same period of time, October of '05  
7 through April of '06, did you have any personal contact  
8 concerning this project with Mr. Dick Johnson on behalf of  
9 Dr. Iliescu?

10 A I did not talk to him at that time, no.

11 Q When is the first time you talked to Mr. Johnson?

12 A It probably was at the same.

13 Q At the court hearing?

14 A Yeah, yeah.

15 Q Okay. In regards to this project, how many trips did  
16 you make to Reno, concerning this project, between  
17 October 31st, 2005, and April 21st, 2006?

18 A Are you questioning how many trips were made by  
19 representatives of the firm or me myself personally?

20 Q I'm going to ask first as to you and then I'll ask  
21 about the firm.

22 A I was -- it was either one or two.

23 Q And tell me about, the best of your recollection  
24 generally, what did you do on those one or two trips to Reno  
25 during that period of time?

1 A I stated earlier for the record, I came up with  
2 representatives of our firm and BSC to meet with the planning  
3 department, discuss the project, look at the site, drive  
4 around, check out the, you know, surrounding areas.

5 Q Okay. Okay. And then I'm assuming that other members  
6 of your firm came up to Reno on various occasions during that  
7 period of time to familiarize themselves or do work concerning  
8 the project?

9 A I don't know how many more visits were made in that  
10 specific timeframe, but there certainly were probably some  
11 other visits made in that time, as well as post-April --

12 Q Okay.

13 A -- by other people, yes.

14 Q Okay. So obviously after April 21st of 2006 up and  
15 through the time of the approval of the project by the City  
16 council, there were visits also by you and your firm?

17 A There were visits, correct.

18 Q Would your billing records show who was in town or  
19 what services they provided during the period of time from  
20 October of '05 through the time of the approval by the City  
21 council in November of '06?

22 A They may or may not show specifics about someone being  
23 out of town. They would probably just be showing a record that  
24 the person was working on a project. The timecard may or may  
25 not say they happened to be gone on a side visit that day or

1 just go to the planning department. It's possible, but not  
2 everybody records time sheets that way.

3 Q Does your staff routinely record, in job files, a  
4 diary or a calendar of the time and work spent on a particular  
5 day on a project? In other words, transpose your daily work  
6 calendar into the job file, so if somebody wanted to determine  
7 what work was done on what date by what person by looking at a  
8 calendar, could they do that?

9 A Generally not.

10 Q Okay. Now, I notice on the first page of the  
11 contract you're the only one that signed this contract and the  
12 contract is not signed by the firm; is that correct?

13 A It is signed by me, that's correct.

14 Q But it's not signed by or on behalf of Fisher Friedman  
15 and Associates or Nathan Ogle?

16 A Correct.

17 Q Is that a function of the requirements of the Nevada  
18 State Architectural Board that requires a contract to be with  
19 an architect that is licensed in the state?

20 A That's correct.

21 Q So the purpose for having you on this contract is the  
22 requirements of the state architectural board --

23 A Correct.

24 Q -- for your licensing?

25 A Correct.



1 Q Are there any requirements of the state architectural  
2 board as to whether unlicensed architects may do work on a  
3 project within the state of Nevada, notwithstanding the fact  
4 that a licensed architect has signed the contract documents?  
5 Are you aware of any --

6 A No.

7 Q -- any regulations in that regard?

8 A No.

9 Q Are you operating under the assumption that you are  
10 the architect of record for this particular job for purposes of  
11 licensure and regulation by the Nevada State Architectural  
12 Board?

13 A Are you asking the question as opposed to some other  
14 reason?

15 Q No. I'm just trying to determine under what capacity  
16 you executed Exhibit 1, which is the contract for this project.  
17 And I'm trying to determine that one particular --

18 A Okay.

19 Q -- understanding.

20 A Yes.

21 Q Okay. Now, what relationship, then, does  
22 Fisher Friedman and Associates have relative to this job as it  
23 relates to the contract that you have with BSE Financial?

24 A They are a design consultant to me.

25 Q Okay. So they -- in essence, Mark Steppan contracted

1 with Fisher Friedman to do certain design and development work  
2 related to architecture?

3 A Essentially.

4 Q Are there any contracts or letter agreements in place  
5 that memorialize the relationship between Mark Steppan and  
6 Fisher Friedman and Associates and Nathan Ogle or other members  
7 of the firm, that relationship?

8 A I really don't remember.

9 Q Would that be something that you would ordinarily do?

10 A I don't remember those type of letters being done in  
11 any of the types of work in the past where we were doing work  
12 out of state and the firm as Fisher Friedman was not licensed  
13 in the State.

14 So the architect such as A. Robert Fisher, who was the  
15 partner, would sign the drawings and execute the contracts. I  
16 do not remember if there was any agreement. I doubt it.

17 Q Do you know what the requirements of the Nevada State  
18 Board of Architecture are relative to -- relative to  
19 out-of-state architects that are unlicensed providing worker  
20 services on a Nevada project through an architect of record who  
21 is licensed?

22 A Yes. I believe I understand the rules, and that's why  
23 we've signed the contract in this fashion, and what we have  
24 done is per the direction of the Nevada board.

25 Q Okay. Could you outline for me what your

1 understanding of the rules that are required of you by the  
2 State of Nevada Architecture Board that governs the nature and  
3 form of Exhibit 1?

4 A I can't answer to all the rules and regulations off  
5 the top of my head of the Nevada board; however, in order to do  
6 a project in the state you must be a licensed architect.

7 Q Okay.

8 A Okay. It is allowed for nonlicensed people to work on  
9 the project as long as there is overall supervision and  
10 observation by the person with the license, just as in any firm  
11 in any state that you're doing business.

12 Q Okay.

13 A You happen to be out of state, so the same thing  
14 applies in California. There's no situation where all members  
15 of a firm are licensed, so everybody -- generally speaking,  
16 there is a controlling person in the office, or people, and  
17 there are people underneath that do work. They are not  
18 licensed. It's the same concept.

19 Q Okay. Now -- and I understand that concept. I don't  
20 necessarily disagree with you on that.

21 The question I have is -- is: How was that  
22 relationship carried through in a lineal or an organizational  
23 chart fashion, to tie the work that Fisher Friedman was doing  
24 to you as the architect of record that supervised the work of  
25 Fisher Friedman?

1 In other words, I'm looking to see if there is any  
2 document chain that sets forth that relationship. So if the  
3 State architectural board would come in and ask, "Well, how was  
4 this supervision carried out," they would be able to point to  
5 some type of document that says this is what the relationship  
6 is. That's what I'm looking for.

7 A All right. I don't know if there's a document that  
8 addresses your question.

9 It's carried out through the nature of the fact that  
10 I'm an employee of Fisher Friedman Associates, I'm a director  
11 of the corporation, and we are all in the same office. So the  
12 supervision is handled through being in close personal contact  
13 to everything, by nature.

14 I don't know if there's any written delineation of it  
15 any further, and per the contract, Fisher Friedman is listed as  
16 a design consultant. And as long as they are reviewed by me,  
17 per the standard and practice, that generally meets the intent  
18 of the regulation, to the best of my knowledge.

19 Q Where, in the contract which is in front of you,  
20 Exhibit 1, is Fisher Friedman outlined as a design consultant?

21 A It's on Page 130. It's the -- right under the  
22 paragraph that's "Addendum," it says, "AIA contract review  
23 between BSE Financial," blah, blah, blah -- sorry for the blah,  
24 blah, blah -- "Mark Steppan and Fisher Friedman Associates,  
25 Design Consultants."

1 Q Okay. So what has been done, then, is in the  
2 addendum your relationship with Fisher Friedman has been set  
3 forth.

4 A Yes. It's defined there.

5 Q Okay. All right. I understand.

6 Now, why was that done in the addendum rather than in  
7 the AIA document itself, or in the portion of the AIA document  
8 that talks about design and contract administration?

9 A Part two is more about construction administration and  
10 other issues. That type of modification would normally happen  
11 in an addendum or supplemental conditions of a contract. I  
12 suppose it could take place someplace in the body of the  
13 contract, as well, but that's where they decided to put it.

14 Q Okay. All right. Let's go, then, to the second -- I  
15 guess, let's see, Page 3, which is Page 110. And on that page,  
16 up in section 1.1.3.2 it says, "Sam Caniglia, BSE Financial."

17 Do you see that?

18 A Yes.

19 Q Did you know whether BSC Financial or-- strike that.

20 Did Sam Caniglia indicate to you that BSC Financial  
21 had obtained an assignment of the contract to purchase the  
22 property from Dr. Iliescu from Consolidated Pacific? Did he  
23 tell you about that at all?

24 A I don't remember anything.

25 Q Would that be something that you would want to know

1 about as an architect, whether a contract for purchase of the  
2 property had been assigned to -- or belonged to an entity other  
3 than what the contracting party was?

4 A Yes, that would be good to know.

5 Q Because if the right to purchase the property belonged  
6 to Consolidated Pacific but the contract that you signed was  
7 BSC and there was no consignment from Consolidated Pacific,  
8 that, theoretically, could affect the contract rights that you  
9 had for the services you were rendering to the project?

10 A I can't answer that question. As far as we knew,  
11 Consolidated and BSC were essentially the same thing.

12 Q I don't want to ask you for a legal conclusion, but  
13 would that be something that you, as an architect, would want  
14 to know, that you're dealing -- the person that you're dealing  
15 with in fact has the right to purchase the property legally  
16 that you're working on?

17 A A short answer is yes. But the distinction is if the  
18 client you're working for tells you that it has this name or  
19 that name, "I am in the process of purchasing the land." It's  
20 not my concern whether he's doing that with this group or this  
21 group as long as it gets done --

22 Q Uh-huh.

23 A -- and he obtains ownership and he continues to use us  
24 to do whatever work he needs on that project.

25 Q Okay. Fair enough.

1 Did you work with Wood Rodgers concerning the  
2 submission of the application for the tentative map, special  
3 use permits, and variances?

4 A I did not do a lot of personal participation in that  
5 as far as direct participation.

6 Q Was there somebody in the Fisher Friedman firm that  
7 was tasked to coordinate with Wood Rodgers in the processing of  
8 the entitlements of the property?

9 A A lot of that was handled by Nathan.

10 Q Okay. So Nathan would have been familiar with how the  
11 entitlement process was progressing?

12 A Certainly.

13 Q Okay. Now --

14 A As was I, that it was progressing.

15 Q Okay.

16 A Yes.

17 Q Now, tell me about you're compensation on this  
18 project. How was that structured?

19 A It's structured that there's a professional fee due  
20 based on percentage of construction costs per the agreement.

21 Q Now, on -- why don't you turn to Page 116. I have a  
22 couple of questions here.

23 Exhibit A and Exhibit B, it says, "Master Fee Schedule  
24 and Reimbursable Expenses," and Exhibit B, "Concept Design  
25 Plans and Model Images." Do you see that as Exhibits A and B?

1 I don't have, in the documents that found their way to  
2 my office as part of this litigation, Exhibits A or B. Do you  
3 know what we are talking about on Exhibit A and B?

4 A Exhibit A is a Master Fee Schedule.

5 Q Is it --

6 A And it lists different types of employee status and  
7 what the billing rate is. And it has a paragraph that  
8 discusses what's included in reimbursables and how they are  
9 charged. That's what that is.

10 Q Is that part of the exhibit that I just showed you?

11 A I do not see it.

12 Q Okay. But that would be -- probably be a document  
13 that would be in the possession of your original files on this  
14 matter?

15 A I would think so.

16 Q Okay. How about Exhibit B, the Concept Design Plans  
17 and Model Images, what does that consist of?

18 A I don't know specifically. I don't remember  
19 specifically what Exhibit B looks like, whether it was reduced  
20 floor plans and model pictures, which is what logically it  
21 would be.

22 Q Okay.

23 A And it might-- I don't remember seeing it attached to  
24 this or not.

25 Q But that's something that would have ordinarily been



1 attached to the original contract that was executed between BSC  
2 and your firm?

3 A It may or may not have been included at the same time.  
4 It may have already been provided and it was just called  
5 Exhibit B and given a cover sheet of Exhibit B. I don't really  
6 know for sure.

7 Q Now, Article 1.5 below that, talks about the  
8 compensation.

9 Am I correct to assume that 5.75 percent is the  
10 percentage of the total construction costs that you base  
11 your -- the company based its fee on?

12 A For this project, that is correct.

13 Q And that was modified from 160 million to 180 million  
14 in the addendums?

15 A Correct.

16 Q Now, on the SD charge, I'm assuming "SD" refers to  
17 schematic design.

18 A That's correct.

19 Q What's included in schematic design?

20 A Schematic design includes the basic concept of the  
21 project design: Site plan, basic overall building plan  
22 layouts, schematic elevations. That's normally what's included  
23 in schematic design.

24 Q And that constitutes 20 percent of the total fee  
25 allocation?

1 A That's correct.

2 Q And then "DD," what does "DD" stand for?

3 A Design development.

4 Q And what constitutes or comprises design development  
5 work?

6 A Design development is a phrase that further defines  
7 and develops what you propose as a design and schematics. So  
8 at that point you start bringing in more structure --  
9 structural engineering components. You start working the  
10 design out more completely and more accurately as you move  
11 forward in the documentation process.

12 Q And the next one is "CD." That's construction  
13 documents, I assume.

14 A That's correct.

15 Q So basically under the DD provisions of the  
16 contract you would start bringing in your other consultants,  
17 your electrical engineers, your structural engineers, your  
18 mechanical engineers, lighting consultants, all those people to  
19 get them up to speed on the design.

20 Is that a fair statement?

21 A Well, there are many ways of handling it. Sometimes  
22 it happens in schematics and sometimes it happens in DD, as you  
23 just described. Sometimes you've already had communication  
24 with them in schematics, but they don't come on board  
25 officially until design development.

1 Q In essence, the nitty-gritty of the project occurred  
2 in DD and CD?

3 A The overall basic of the design is set up in  
4 schematic.

5 Q Okay.

6 A The real guts of the project is from site coverage,  
7 number of units, types of units, floor plans of the units, the  
8 way the elevations look, the relationship to spaces, the  
9 relationship to site. Those things are all set during  
10 schematic. They may not be drawn in 5,000 drawings or they  
11 might be done in 5,000 drawings. They are all set.

12 You might have done walk-throughs. You might have  
13 done Power Point shows that show different view options for the  
14 different elevations. There's all kinds of things that occur  
15 in schematics that really set the parameters of the design.  
16 The design development phase is taking it and defining them,  
17 making that design start to work from a construction standpoint  
18 and other things. You start fine-tuning the design you set in  
19 schematics.

20 Q What portion of the schematic design process is  
21 attributable to entitlements?

22 A Many times entitlements are not part of the schematic  
23 design process. Many times you don't have to get entitlements.  
24 This particular contract included schematic design and  
25 entitlements knowing there would be a lot of work to get this

1 project approved through the city.

2 Q Okay. So when we refer to SD in here under this  
3 contract, it was contemplated SD would included not only  
4 schematic design but also any work that was necessary to obtain  
5 the entitlements that were architectural in nature separate and  
6 apart from Wood Rodgers?

7 A Correct. And if you look on Page 130, it further  
8 defines that, "To obtain entitlements and approvals for the  
9 property and proposed buildings, etc., agreement as part of the  
10 design services and the schematic designs entitlement phases,"  
11 and it tells you on 131, section 1.5, that, "The abbreviated  
12 terms used in the first paragraph are as follows: They have  
13 been adjusted."

14 Q Okay.

15 A So schematic design includes the City of Reno and  
16 entitlements process.

17 Q Now, what portion of the schematic design contract of  
18 the 20 percent was the entitlement -- City of Reno entitlement  
19 work?

20 A I can't put a percentage to it.

21 Q Well, is it --

22 A I mean, it's part of the whole thing. It's part of a  
23 phase. It's part of the process of putting a project together  
24 and designing it.

25 Q Obviously schematic design encompasses much more work

1 and design work than just the entitlement process and  
2 submissions through Wood Rodgers to get the special use permits  
3 and the various approvals, correct?

4 A There's a lot more to SD than design and entitlement.

5 Q Correct. What I'm trying to determine is, what  
6 portion of the SD is related to or represents the entitlement  
7 process?

8 A I don't think I could break the percentage out.

9 Q Why couldn't you break the percentage out?

10 A Because so much of it is looped together when you're  
11 doing work for entitlements at the same time you're developing  
12 the design. How do I make the distinction between part of  
13 these hours was developing the entitlement drawing at the same  
14 time I'm also developing the design? I don't know how to make  
15 the distinction.

16 Q Fair enough. Let's assume the entitlements were  
17 obtained. Obviously additional work has to be done on the  
18 schematic design after the entitlement.

19 A Not necessarily.

20 Q How about in this case?

21 A No. We got very complete schematic design package  
22 that the entitlements were granted on and we were ready to move  
23 to the next phase.

24 Q Now, at what point in time did you stop providing  
25 services in the schematic design phase of this project?

1 A I don't believe we stopped in the schematic design  
2 phase of the process. We stopped after submitting the invoices  
3 for a hundred percent schematic design, after receiving  
4 entitlements, and we've been waiting to get the payment in  
5 order to be able to move into design development.

6 Q Okay. So are you telling me, then, that at the point  
7 in time that the entitlements were obtained your firm had  
8 completed the SD, or schematic design process?

9 A That's what I believe.

10 Q Okay.

11 A Gail will correct me if she knows something to the  
12 contrary from reading these documents.

13 Q Would your internal documents allow us to determine  
14 whether or not all schematic design work, as contemplated, was  
15 completed as of the date the entitlement was granted?

16 A I don't know that there's a direct -- that you would  
17 find a direct relationship to November 15th, or whatever the  
18 exact date is, but the -- the minute that an invoice is sent  
19 off for a hundred percent schematics --

20 Q Uh-huh.

21 A -- and that the billings are all adjusted, or figured  
22 out, based on that, that tells me we decided that all the work  
23 was performed.

24 Q And who would that -- who was that billing sent to?

25 A I'd have to look on the invoice. I don't remember who

1 specifically was listed on the invoice. It might have gone to  
2 Cal Bosma at deCal to try to get paid at that time. I might  
3 have gone through Sam. I don't really remember. I don't send  
4 out the invoices.

5 MR. MOLLATH: Let's have marked as next in order  
6 No. 2, three pages called Applicant Affidavit 142, 143 and 144.

7 (Exhibit 2 was marked.)

8 BY MR. MOLLATH:

9 Q Let me show you what has been marked as Exhibit 2.

10 Have you ever seen the Applicant Affidavits, those  
11 three pages that I've showed you in Exhibit 2, before today?

12 A Yes, I've seen them.

13 Q Did you see those affidavits on or before February of  
14 2006?

15 A I really don't remember if I saw them in looking  
16 through the application package at that time or later than  
17 that.

18 Q Okay.

19 A That's two years ago.

20 Q Okay. But you don't have any recollection of  
21 seeing -- do you have any recollection of seeing these prior to  
22 the submission of the application for any entitlements for the  
23 project?

24 A I don't remember not seeing it at that time, either.

25 Q Okay.

1 A So, no, I couldn't say specifically.

2 Q Okay. Fair enough.

3 Did you or any member of your firm, if you know, have  
4 any specific contact with Dr. Iliescu concerning the execution  
5 of the second and third pages of Exhibit 2, that being Bates  
6 stamped Page 143 and 144?

7 A I'm not aware of any direct contact between anyone at  
8 the office and Dr. Iliescu --

9 Q Okay.

10 A -- over this. I imagine the contact would have been  
11 to Wood Rodgers, and that we would have seen the package  
12 multiple times that it was being produced.

13 Q Was the Wood Rodgers package given to you in draft  
14 form before it was submitted?

15 A I believe so, yes.

16 Q So you had occasion to review --

17 A Yes.

18 Q -- that prior to its submission?

19 A Oh, yes.

20 Q All right. So you had occasion, then, to be able to  
21 see Exhibit 2, the Applicant Affidavits for the project, prior  
22 to the submission for the entitlements for the project?

23 A I assume so.

24 Q All right. And it's your understanding that as part  
25 of a -- this application, that these Applicant Affidavits had



1 to be part of the application package?

2 A I didn't have an understanding one way or the other.

3 Q Is it something that would ordinarily be, as part of  
4 an application package, that the owner of the property consents  
5 to the application being submitted?

6 A I assume so, but the application packages are handled  
7 in so many different ways that I don't remember seeing one that  
8 has this in it.

9 Q Well, let me ask you this: In your course of work as  
10 an architect, have you had occasion to prepare and submit  
11 applications to various governmental agencies seeking  
12 entitlement for multiple pieces of property?

13 A I have not had to do the entitlement applications  
14 personally.

15 Q All right. So who -- so somebody in your firm  
16 would -- would do the work of putting together the application  
17 package?

18 A It's possible, or the owner themselves did it.

19 Q Okay.

20 A If you work for developers and the developer already  
21 owns the land, then they more likely than not are going to do  
22 that themselves.

23 Q Let me cut to the chase here. Would it be your  
24 understanding, in your professional career, that ordinarily an  
25 owner of a property has to give permission to, by some type of

1 authorization or document, to a governmental agency so as to  
2 allow a governmental agency to consider and process  
3 entitlements requested by application on their real estate?

4 A I believe so.

5 Q Okay. Now, would it be fair to say that Exhibit 2  
6 are -- is dated January 12th and January 17th of '06?

7 A Yes.

8 Q And that those Applicant Affidavits would have been in  
9 place prior to the time that Exhibit 1, the AIA contract, was  
10 executed in April 21st of 2006?

11 A Yes. The date is sooner, that's correct.

12 Q So Exhibit 2, the Applicant Affidavits, would have  
13 been -- would have come to the surface or been in the process  
14 during the period of time that you were working under this  
15 letter agreement or understanding between the Caniglia group  
16 and Fisher Friedman?

17 MS. KERN: I'm going to object to the extent you're  
18 asking for legal conclusion. The contract is dated as of  
19 October 2005.

20 MR. MOLLATH: I understand that, but the contract was  
21 not executed in the form that we see in Exhibit 1 until April  
22 of 2006, correct?

23 MS. KERN: If you're asking for him to answer the  
24 simple question of whether it was executed, asked and  
25 answered it was April of '06.

1 THE WITNESS: Okay.

2 MS. KERN: But your next questions were going further  
3 than that, and I'm going to direct him not to answer because  
4 it's legal conclusion.

5 MR. MOLLATH: Okay. We'll have marked as next in  
6 order the application.

7 (Exhibit 3 was marked.)

8 BY MR. MOLLATH:

9 Q Okay. Exhibit 3 is the Application for Tentative Map,  
10 Special-Use Permit application prepared by Wood Rodgers.

11 Do you see that?

12 A Yes.

13 Q Would this be the document that -- in generality, that  
14 your office reviewed prior to its submission to the City of  
15 Reno in February of 2006?

16 A It looks like it, but I don't know if it's complete --

17 Q And this is --

18 A -- or.

19 Q And this is Bates stamped 145 through 200. Okay.

20 Now, on the second -- on the third page, Page No. 147,  
21 we have the applicant developers Consolidated Pacific  
22 Development, do you see that?

23 A Yes.

24 Q And now we have Fisher Friedman Associates on the  
25 person to contact?

1 A Uh-huh.

2 Q Right?

3 Why aren't you on the person to contact since you are  
4 the architect of record and Nathan Ogle is not and he's not  
5 licensed in Nevada?

6 A Well you can have a person to contact, that doesn't  
7 have to be the person licensed in Nevada.

8 However, to answer the question why I'm not listed  
9 versus Mr. Friedman, I cannot answer why Wood Rodgers filled  
10 the form out that way.

11 Q Did you have occasion to look at the name of the  
12 applicant, Consolidated Pacific, at the time the draft  
13 application was presented to you?

14 A I don't remember specifically looking at the  
15 front-page portion of this. I would have been looking probably  
16 at the floor plans in relation to the other documents. I would  
17 have been reading the front-end and relying on others reviewing  
18 it.

19 Q Okay. Do you recall having any discussions internally  
20 in Fisher Friedman about the fact that the application was in  
21 the name of Consolidated Pacific Development but the contract  
22 between you and the owner was in the name of BSC?

23 A No, although the contract does say, "Care of," so I  
24 don't know. This identity is similar. I don't remember or --

25 Q Okay.

1 A Yeah. I don't remember any conversations about it.

2 Q Okay. The other question I have is: If you look at  
3 the drawings that are attached to -- Well, let's go to -- Let  
4 me get a little more specific on this.

5 Let's go to Page No. 173, and I'm assuming this page  
6 is a project data summary that is gleaned from your schematic  
7 design as to square footage and tabulation, things like that.

8 A Yes.

9 Q And what I'm trying to reconcile is the application  
10 date is February 7th of 2006. And we all know that the  
11 application was submitted, in fact, in two parts: One, I  
12 believe, February 1st or 2nd, and one February 7th.

13 Why are the dates on the drawings dated June 1st? If  
14 you go and look -- you have a date --

15 A There's a whole variety of dates on here.

16 Q They are all subsequent to February?

17 A Uh-huh.

18 Q And if you go farther on to the end of the document,  
19 you have April 7th, 2008. And the question I have for you is:  
20 How come there are dates on all the drawings that accompany an  
21 application of February 7th that are a number of months later  
22 than February 7th?

23 A It's quite possible.

24 Q If you have an explanation.

25 A I don't know for sure other than I have a feeling

1 there was -- there were additional submissions. I believe  
2 there's other ones after February 7th.

3 But many times you have placeholders for the floor  
4 plans in an application and you can refill in with more  
5 up-to-date versions of the plans.

6 Q Okay.

7 A It depends on the timing of everything. So many times  
8 you -- and many application processes you in-fill and replace  
9 outdated sheets. That would be one explanation, in any case.

10 MS. KERN: Counsel, can you tell me where you saw  
11 April 2008?

12 MR. MOLLATH: Yes. No. April 2006.

13 MS. KERN: Thank you.

14 MR. MOLLATH: Did I say '-8?

15 MS. KERN: Yes.

16 MR. MOLLATH: I'm losing my mind. It's old age  
17 creeping up.

18 MS. KERN: No.

19 MR. MOLLATH: I understand that.

20 BY MR. MOLLATH:

21 Q Now, let me ask you this: At any time did you, as the  
22 architect of record, and I'm assuming the supervising architect  
23 with Fisher Friedman, make an effort to provide a copy of the  
24 contract, that being Exhibit 1, to Dr. and Mrs. Iliescu to let  
25 them know what was happening relative to their property? Did

1 that idea ever pop into your head?

2 A I could not tell you if it popped into anybody else's  
3 head.

4 Q Would it be fair to say that the contract, with all  
5 the financial details of what was going to be done, the  
6 schematic drawings, the fee schedule and everything else, was  
7 never provided to Dr. and Mrs. Iliescu in connection with this  
8 project?

9 A I can only answer to what we may or may not have  
10 provided. And I can say we may or may not -- I'm not aware we  
11 provided it to Dr. Iliescu. I cannot speak to anybody else.

12 Q Fair enough. Now, in regard to Exhibit 3, the  
13 tentative map and special-use permit application, do you know  
14 whether that application was ever provided to Dr. and  
15 Mrs. Iliescu at any time in the processing of this application?

16 A I don't -- I do not know specifically what was made  
17 available to them during the processing of the application or  
18 what was in Wood Rodgers' office when these things -- when the  
19 affidavits were signed. I understand that they certainly  
20 were -- there was a product at that time, so I cannot say what  
21 was provided or not by others.

22 Q All right. But to the best of your knowledge,  
23 yourself or Fisher Friedman Associates did not provide to  
24 Dr. Iliescu or Mrs. Iliescu a copy of the tentative map and  
25 special use application on their property.

1 A No. That -- excuse me -- that is correct, we have  
2 not. I'm not aware that we provided it, nor would it have been  
3 normal process to do so unless requested by our client. Our  
4 direct client contractually was BSC/Consolidated.

5 Q Did BSC/Consolidated ever require you not to provide  
6 Dr. and Mrs. Iliescu with the contract for architectural  
7 services or the application for tentative map and special-use  
8 permit?

9 A I'm not aware they asked or didn't ask.

10 Q Okay. Now, in the -- let's turn -- let's see, where  
11 are we? Okay.

12 MR. MOLLATH: Let's have marked as next in order the  
13 Community Development Department memorandum and related  
14 documents Bates stamped Iliescu 2003 through 324. And some of  
15 these are double-sided.

16 MS. KERN: I have to -- I wrote down the wrong number.  
17 I wrote down 2003.

18 MR. MOLLATH: I mean 203 through 324. There's too  
19 many zeroes there.

20 (Exhibit 4 was marked.)

21 BY MR. MOLLATH:

22 Q Could you take a look at Exhibit 4 for a moment and  
23 familiarize yourself generally what it contains.

24 A Okay.

25 Q Okay. I would represent to you that that contains the



1 documentation relating to the processing of the entitlements  
2 for the property owned by Dr. Iliescu as a result of the  
3 application for special-use permit filed February 7th of '05,  
4 consisting of the staff report, Planning Commission, and City  
5 council approval.

6 A Okay.

7 Q Now -- and that covers a period of time from  
8 February 7th, 2006, to November 15th, 2006.

9 So what I'm telling you this about is just to focus in  
10 on the timeframe of February 7th, 2006, which is the date of  
11 this application, which is Exhibit 3, I believe, and  
12 November 15th, 2006, which is the final approval from the City  
13 council. That slice of time, okay?

14 A Okay.

15 Q During that slice of time, I'm assuming that yourself,  
16 Fisher Friedman, and people working on your direction were  
17 providing architectural services to the developer pursuant to  
18 the contract, which is Exhibit 1, and coordinating with Wood  
19 Rodgers to obtain the entitlements.

20 Would that be a fair statement?

21 A Yes.

22 Q Okay. And at what point in time in this process did  
23 the project roll out in become public if you recall?

24 A I don't remember.

25 Q Okay. Do you recall attending any hearings of the

1 planning commission on this project? Were you at the  
2 planning --

3 A I personally did not, no.

4 Q Who attended the planning commission hearing?

5 A It's possible Nathan Ogle did.

6 Q Did you attend the city council hearing?

7 A No.

8 Q Would it be a fair statement that Nathan Ogle was the  
9 point person delegated by you under your authority to deal with  
10 this project?

11 A Generally -- yes, generally speaking.

12 Q So he would have more familiarity with how this  
13 project progressed through the entitlement process?

14 A Yes, he would have more familiarity.

15 Q Now, I think you told me that when you finished the  
16 schematic drawings, SD, you sent a bill to the developer, which  
17 was either BSC or Consolidated Pacific?

18 A What I thought I said was that is what happens. I  
19 assume we sent a hundred percent invoice, and I was using that  
20 to point out that we were considering ourselves complete with  
21 the schematic design phase.

22 I don't have -- I don't remember seeing the invoice  
23 directly, so I can't speak to it.

24 Q Okay. Now --

25 A But I assume it was sent at some point.

1 Q Would your records at your office and file reveal what  
2 date that invoice was sent, and the contents of that invoice?

3 A Yes.

4 Q Okay. Do you recall how much that invoice was for?

5 A No, because a payment schedule had been agreed to  
6 prior to the entitlements being approved. So I don't know how  
7 the invoices were working.

8 Q And who agreed to the payment schedule?

9 A DeCal.

10 Q Which was Mr. Caniglia?

11 A Well, it was Cal Bosma, Calvin Beatty, Schleining. It  
12 was a combination of folks, because Sam wasn't providing the  
13 funds, so the funds were coming from other direct parties that  
14 are part of BSC. So there had -- there was a payment schedule  
15 agreed to by a variety of parties, all who discussed it. I  
16 can't say, although I do know that it was Calvin and John and  
17 Cal Bosma, because the -- we were owed money for many, many,  
18 many, many months. So we had agreed to a payment schedule that  
19 had dates and amounts to be paid over a certain amount of  
20 months.

21 Q Okay.

22 A And that was being -- that was being agreed to prior  
23 to the entitlement approval on November 15th. So I don't know  
24 the exact timing and nature of invoicing at that time.

25 Q Okay. Was that -- was that an addendum or

1 modification of the contract, Exhibit 1, or was that a separate  
2 letter agreement?

3 A It's just a separate discussion of payment schedule.  
4 There's no payment schedule in the contract. It's just a  
5 percentage that's due at the end of the phase, so that is not  
6 in the contract.

7 Q Okay. At what point in time in the period of time  
8 between October 31st, '05, and April 21st, 2006, was a payment  
9 schedule agreed upon between you -- or I should say your firm  
10 and the developer?

11 A I don't believe there was a payment schedule, because  
12 by agreeing to the contract you agree to pay as invoiced  
13 monthly.

14 Q And did they pay?

15 A They paid some things, they didn't pay all.

16 Q How much was paid under this contract, if you recall?

17 A I don't remember the exact number, but it's north of  
18 400,000.

19 Q Now, I'm given to understand that sometime prior to  
20 the final City council hearing you hadn't been paid. There was  
21 some dispute over payment; is that correct?

22 A I'm sorry?

23 Q What I'm trying to determine is prior to the City  
24 council hearing --

25 A Uh-huh.

1 Q -- was there some discussions as to a payment  
2 schedule?

3 A Yes.

4 Q Am I to assume that that -- sometime between October  
5 31st of '05 and early November of '06 some issues arose between  
6 Fisher Friedman and the developer concerning payment?

7 A There were issues in that the developer was not paying  
8 his invoices probably post-May because I don't know what was  
9 being paid up until April. There were early invoices that were  
10 paid, so I cannot address the early portion of that timeline.

11 Q Okay.

12 A But there were outstanding invoices, and a payment  
13 schedule to take care of those invoices was agreed to in I  
14 believe it was October.

15 Q Did your firm or your lawyers ever contact the  
16 developers' counsel concerning the nonpayment of these  
17 invoices?

18 A I don't know.

19 Q Would your file have indicated whether any of that  
20 correspondence occurred?

21 A Only if it was written correspondence.

22 Q All right. Do you personally know whether your  
23 lawyers or your architectural firm contacted the developer over  
24 these invoices that weren't paid prior to May of '06?

25 A I don't know what was paid prior to May of '06, so I

1 don't know if there would have been contact about it at that  
2 time because they may have been paying their invoices. I don't  
3 know how often they were invoiced between October of '05 and  
4 May of '06.

5 Q But obviously at some point in time, as evidenced by  
6 the recordation of the lien on November 7 of '06, payment  
7 wasn't made, which necessitated the filing of a mechanic's  
8 lien.

9 A Correct.

10 Q So what I'm trying to determine is at what point in  
11 time prior to the filing of the mechanic's lien did you know  
12 there was some payment problems with the developers in this  
13 case?

14 A I don't know the exact date.

15 Q Would your file reflect that?

16 A I don't know if you could glean that from the file.

17 Q Would Nathan Ogle know that information?

18 A I don't know if that direct of an answer can be  
19 obtained that easily. I can't answer the question.

20 Q Okay. That's fine. Fair enough.

21 Do you know whether your firm coordinated with the  
22 lawyers for the developer relative to the entitlement process  
23 during this period of time?

24 A I don't know.

25 Q Would Mr. Ogle know that?

1 A If -- I suppose so.

2 Q But you don't have any independent recollection of any  
3 communications that occurred between your firm or your lawyers  
4 and the lawyers for the developer?

5 A During the entitlements?

6 Q During the entitlement process.

7 A For the purpose of getting entitlements?

8 Q For the purposes of getting entitlements.

9 A I don't know. I don't know if there would have been.

10 Q Did you, as the supervising architect, become aware  
11 that there was a payment problem going on, on this project?

12 A Yes.

13 Q And when did you first discover that or become aware  
14 of that?

15 A In '06, but specifically when, I don't remember.

16 Q Okay. Would it be --

17 A It would have been probably after the contract signing  
18 date, but I'm not positive of that.

19 Q And what steps did you undertake, as the supervising  
20 architect, to remedy that situation?

21 A That was -- we discussed it internally, and it was  
22 left to discussions between Rodney and Nathan and Sam and  
23 Calvin and John and Cal, and lots of communications back and  
24 forth. I didn't step into that. It was not a necessary  
25 requirement of me.

1 Q Okay. But you were the supervising architect on the  
2 job?

3 A Sure.

4 Q Wouldn't that be part of your responsibility?

5 A Not necessarily. I mean, I can be the supervising  
6 architect, someone else can write the contract, I can review  
7 it. It's not absolutely necessary for me to sit in on every,  
8 single meeting that they have resolving the contract until it  
9 gets to its final state unless I had specific concerns.

10 Q Okay. Did you make any suggestion or did it come into  
11 your mind that if we are having a problem with the payment by  
12 the developers, to contact the owners of the property, Dr. and  
13 Mrs. Iliescu, concerning this problem?

14 A It was not something that I personally thought about,  
15 I suppose, but I don't think it was being discussed. And as I  
16 mentioned, I was not the main thrust of -- of doing the -- the  
17 invoicing and the payments and things.

18 Q Okay.

19 A Our invoicing is handled, and payments and discussions  
20 of said, are handled by, you know, the accounting/bookkeeping  
21 department, and as I still work for Fisher Friedman and  
22 Associates, it's still a Fisher Friedman Associates project in  
23 a sense, so there are other parties besides me that participate  
24 in the production of a project, and that includes things such  
25 as contracts and invoicing and things like that.



1 Q Would you agree with me that at some point in  
2 time between October 31st of 2005, when you first had the  
3 meeting with Sam Caniglia, and April 21st, 2006, the date that  
4 the contract -- the AIA contract was executed, that  
5 Fisher Friedman, as a group or entity, knew that Dr. and  
6 Mrs. Iliescu owned the property and it wasn't owned by  
7 Consolidated or deCal or BSC?

8 A I -- yes, I'm sure that we knew that our client did  
9 not currently own the land.

10 Q And -- and did you know whether Wood Rodgers knew that  
11 Dr. Iliescu and Mrs. Iliescu owned the property and it wasn't  
12 owned by BSC or Sam Caniglia or Consolidated Pacific?

13 A I don't know that I can say how they thought about it.  
14 I would have assumed so, but I --

15 Q Okay.

16 A -- as I had no personal discussion with them about it,  
17 I can't speak for them.

18 Q Okay. So there was nothing that would prohibit your  
19 firm from notifying Dr. Iliescu that your firm was doing work  
20 on this project that effected his property during the period of  
21 time of October of '05 through April of '06?

22 A I suppose you could say no, that there's nothing that  
23 would have prohibited it. I don't know that it would have been  
24 standard practice directly to do so, but I don't know that -- I  
25 haven't heard anything that would have prohibited it.

1 Q Okay. There was nothing that would have prevented or  
2 been an obstacle for Fisher Friedman to determine, certainly by  
3 April 21st, 2006, that the property was owned by Dr. and  
4 Mrs. Iliescu. Would that be a correct statement?

5 A Uh-huh, yes.

6 Q And certainly there would be nothing that would  
7 prohibit or impede or otherwise interfere with Fisher Friedman  
8 determining what the address of Dr. and Mrs. Iliescu was in  
9 Reno, Nevada.

10 A I suppose not.

11 Q All right. And there would be nothing preventing or  
12 inhibiting or otherwise interfering with Fisher Friedman from  
13 notifying Dr. and Mrs. Iliescu that you had entered into a  
14 contract with BSC to provide design services on a piece of  
15 property that they were selling to BSC or some other entity.  
16 That could have been done very easily, couldn't it?

17 MS. KERN: I'm going to object to the extent that  
18 you're implying, by your question, that it wasn't done. Our  
19 records reflect that they did know about it and they knew  
20 exactly who it was.

21 MR. MOLLATH: I'm talking about notifying him in  
22 writing in some shape, manner, or form is something that could  
23 have been done, certainly, by April 21st, 2006.

24 MS. KERN: And I'm going to interject the -- I don't  
25 think you're implying that, but I just want the record to be

1 clear there clearly is a writing that evidences their name with  
2 the name of the architects prior to that time. So I don't want  
3 there to be an implication that your question is somehow  
4 ignoring the documentation that already exists.

5 MR. MOLLATH: I assume you're talking about the  
6 fly-over and the boards with the name of the architects and all  
7 that.

8 MS. KERN: That's some of it. But there's also some  
9 other additional. There's some additional documentation that  
10 Wood Rodgers has. There's additional documentation they  
11 executed with the names of the architects on the application,  
12 those type of things.

13 MR. MOLLATH: I understand that.

14 MS. KERN: Okay.

15 BY MR. MOLLATH:

16 Q But separate and apart from documents that are in the  
17 entitlement file, all right, there is nothing that would have  
18 prevented Fisher Friedman from knowing, certainly by  
19 April 21st, 2006, that Dr. and Mrs. Iliescu owned the property,  
20 and that your contracting developer did not own it, that you  
21 could ascertain the address in Reno, Nevada, of Dr. and  
22 Mrs. Iliescu, and you could have sent them some type of written  
23 document or notice that you were undertaking architectural  
24 services in connection with their property. That is something  
25 certainly you were capable of doing.

1 A Yes. I assume so.

2 MR. MOLLATH: Okay. Let's have marked as next in  
3 order the Notice of Claim of Lien.

4 (Exhibit 5 was marked.)

5 BY MR. MOLLATH:

6 Q Okay. I'll show you what has been marked Exhibit 5,  
7 Notice of Claim of Lien. And I'm assuming that this notice was  
8 authorized to be filed and recorded. I should say recorded,  
9 not filed, by your office to Gail Kern; is that correct?

10 A Correct.

11 Q And who authorized Gail Kern to file the Notice of  
12 Claim of Lien from your office? Was it you or your accounting  
13 department?

14 A It was probably a combination of Rodney Friedman and  
15 myself.

16 Q Okay. And this is a result of a refusal to pay  
17 certain agreed-upon invoices by BSC Financial, care of  
18 Consolidated Pacific, pursuant to the contract which is  
19 Exhibit 1, right?

20 A I would change that. "Refusing," to me, implies lack  
21 or conflict with what is owed. They weren't refusing to pay  
22 through the fact of disagreement with fees owed. There was a  
23 lack of payment or an inability to pay. That is different than  
24 refusing.

25 Q Okay. The distinction is well-taken.

1 Now, I am also given to understand that there was an  
2 amended Notice of Claim of Lien recorded after this, but I  
3 don't have a copy of it.

4 A Okay.

5 Q Do you know -- Do you know why an Amended Notice of  
6 Claim of Lien was recorded?

7 A I frankly don't remember the second, no.

8 MR. MOLLATH: Could you provide me a copy of that, or  
9 I assume --

10 MS. KERN: It's in the pleadings, but yeah, I'll  
11 provide a copy.

12 MR. MOLLATH: I don't have it in what was given to me  
13 by Hale Lane, so I need the amended.

14 MS. KERN: Sure.

15 BY MR. MOLLATH:

16 Q The Notice of Claim of Lien on -- I suppose,  
17 presupposes that there was an inability to pay for some type of  
18 reason by BSC prior to the filing of the Notice of Lien. Would  
19 that be a fair statement?

20 A Yes.

21 Q Okay. Was any -- was any thought given by  
22 Fisher Friedman to contact Dr. and Mrs. Iliescu to inquire of  
23 them or informing them that BSC or the person involved in  
24 developing the property was not paying bills?

25 A I don't know what Rodney or anybody else discussed on

1 it.

2 Q Okay. Now, on the second page of the Notice of Claim  
3 of Lien, Paragraph 5, it says, "The first labor and materials  
4 furnished by lien claimant to and incorporated in the project  
5 was on or about April 21st, 2006."

6 Do you see that?

7 A Uh-huh.

8 Q Why is that date, April 21st, 2006, inserted?

9 A I assume because that's the date that Gail used from  
10 the actual signature day on the contract.

11 Q All right. But what I heard from your testimony, that  
12 work was done prior to April 21st, 2006.

13 A Correct.

14 Q Okay. Going back into September of '05 or October of  
15 '05?

16 A Correct.

17 Q So that's an error, that April 21st, 2006, is inserted  
18 in there?

19 A I suppose that's true.

20 Q Let's go to and have marked as the next in, order  
21 which is the Complaint to Foreclose Mechanic's Lien. I guess  
22 that's Exhibit No. 6?

23 (Exhibit 6 was marked.)

24 BY MR. MOLLATH:

25 Q That's Bates stamped starting with No. 568. And this

1 complaint, I'm assuming, is the claim of Mark Steppan to  
2 foreclose the mechanic's lien against Dr. Iliescu's and  
3 Mrs. Iliescu's property; is that correct?

4 A That's what it says.

5 Q Now, is there a reason why you're the plaintiff and  
6 Fisher Friedman is not the plaintiff in this case?

7 A To be consistent with the legal entity in Nevada.

8 Q Okay. Is there some type of an assignment or document  
9 that gives you the right to maintain the action on behalf of  
10 the company against Dr. and Mrs. Iliescu? In other words, the  
11 contract is with BSC and it's with you, but then it's amended  
12 to put the company in its place?

13 MS. KERN: Objection. That is not what it says. He  
14 identified them as a design consultant instead of Mr. Steppan.  
15 BY MR. MOLLATH:

16 Q All right. So are you saying you are always the  
17 contracting party then.

18 A Yes.

19 Q Okay. And so the question I have is: Is the -- is  
20 there some type of document that creates the obligation between  
21 you and Fisher Friedman that allows you to prosecute the action  
22 against Dr. and Mrs. Iliescu for the collection of those  
23 monies?

24 MS. KERN: I'm going to object to the extent you're  
25 asking for a legal conclusion. He can answer it if he

1 understands the question.

2 BY MR. MOLLATH:

3 Q Okay. What I'm trying to determine is: There's a  
4 contract that is between you and BSC, and that contract  
5 provides that you're going to hire -- Let me get to that  
6 language here.

7 Well, let's go back to Exhibit 1. I'm trying to get  
8 my arms around this. Why don't you pick up Exhibit 1 there,  
9 it's the AIA contract, and turn to page 130.

10 130 talks about a -- it says, "AIA contract review  
11 between BSC Financial, LLC, and Mark Steppan, AIA, and  
12 Fisher Friedman Associates Design Consultants," okay?

13 A Uh-huh.

14 Q Is that the formal name of Fisher Friedman Associates,  
15 Design Consultant?

16 A No.

17 Q The formal name of Fisher Friedman Associates is  
18 Fisher Friedman and Associates?

19 A Correct.

20 Q So what you're intending to do here, I'm assuming from  
21 your testimony, you are recognizing that Fisher Friedman  
22 Associates are design consultants?

23 A Correct, and that's also indicated on the drawings.

24 Q Okay. All right. And so, essentially, there is --  
25 what I'm trying to find out is the relationship, contractually,



1 between you as the contracting party with BSC, and you as the  
2 person that has the legal right to maintain an action to  
3 foreclose a mechanic's lien. That relationship there, as  
4 compared to the relationship that you have with  
5 Fisher Friedman, how do you get that linkage to tie together,  
6 is what I'm looking for?

7 Let me rephrase it.

8 MS. KERN: Yeah.

9 BY MR. MOLLATH:

10 Q Is there some type of written document or contract  
11 that obligates you to pay Fisher Friedman for the design  
12 consulting services rendered on this project?

13 A No. I don't believe so, anyway.

14 Q All right. Are you contractually obligated to pay  
15 Fisher Friedman and Associates for the design consulting fees  
16 that they did on this project if you don't collect any design  
17 consulting fees from Dr. Iliescu? In other words, there's a  
18 contractual obligation between you and Fisher Friedman that if  
19 Dr. Iliescu doesn't pay, you've got to pay.

20 A No.

21 Q Is there any assignment by Fisher Friedman and  
22 Associates to you of any right to be repaid or be compensated  
23 or otherwise obtain the monies that are due them by consulting  
24 services from you? In other words --

25 A That wasn't clear.

1 Q Okay. Do you know of any assignment of the right of  
2 Fisher Friedman to collect monies from or monies associated  
3 with this job to you to allow you to, therefore, sue Dr. and  
4 Mrs. Iliescu for these funds?

5 MS. KERN: I object to the extent you're still asking  
6 for a legal conclusion.

7 The contract is with Mr. Steppan. He has -- I believe  
8 that's the legal argument. If you're going to make the  
9 argument that legally, under the contract, he doesn't have the  
10 legal right to seek the compensation that's due and owing after  
11 the contract, then I suppose that's a legal argument maybe  
12 you're going to make.

13 But if you're asking him to testify with respect to  
14 what the law is going to -- how the law is going to view the  
15 relationship between he and Fisher Friedman, I'm not going to  
16 let him answer. He doesn't --

17 MR. MOLLATH: Let me rephrase it because I'm not  
18 asking him that.

19 MS. KERN: Okay.

20 BY MR. MOLLATH:

21 Q We all agree, do we not, Mr. Steppan, that there is no  
22 contractual obligation between you and Fisher Friedman that  
23 obligates you to pay Fisher Friedman and Associates for the  
24 design services they rendered on this project through you for  
25 this particular piece of property to either BSC or Dr. Iliescu?

1 There's no contractual agreement obligating you to pay them for  
2 anything.

3 MS. KERN: I'm going to object. Because you're saying  
4 at any time. I guarantee you that if Mr. Steppan is paid under  
5 this contract, he's under a legal obligation to make sure that  
6 Fisher Friedman is -- receives the compensation that he's due  
7 for the work it performed. If you're asking, say, nobody gets  
8 paid, is Fisher Friedman going to sue you because they provided  
9 design consultants to you under their contract and are they  
10 going to sue you, I don't know which question you're asking.

11 BY MR. MOLLATH:

12 Q Let me ask you this: Do you know of any written  
13 document that obligates you, under any circumstances, to pay  
14 back to Fisher Friedman the amount of money that has been  
15 expended on this project through the design services rendered  
16 by Fisher Friedman through you?

17 A If you're asking me if there's an agreement in place  
18 that I personally pay Fisher Friedman and Associates, the  
19 answer is no.

20 Q So you have no present or past liability to  
21 Fisher Friedman for these fees?

22 MS. KERN: I'm going -- I'm going to object just  
23 because I think that's ambiguous and confusing. To the extent  
24 that he is paid on the contract, he most certainly does have an  
25 obligation. If you could make that distinction so he

1 understands.

2 MR. MOLLATH: Okay. I understand.

3 BY MR. MOLLATH:

4 Q I'm just looking -- the real question I'm asking is:  
5 Is there any written document or oral agreement in place  
6 between you and Fisher Friedman that, regardless of whether you  
7 collect the money from Dr. Iliescu or BSC, you are personally  
8 responsible for repayment of those charges back to  
9 Fisher Friedman?

10 A To the best of my knowledge, there is no written  
11 document that I personally would pay Fisher Friedman back for  
12 funds not received in payment through the lien process or from  
13 the client.

14 Q Is there any oral agreement in place between you and  
15 Fisher Friedman?

16 A No.

17 MR. MOLLATH: Okay. Now, let's have marked as next in  
18 order Affidavit of David Snellgrove, Document 578.

19 (Exhibit 7 was marked.)

20 (Whereupon a break was taken.)

21 BY MR. MOLLATH:

22 Q Okay. Snellgrove affidavit. On the second page,  
23 Paragraph 7, there's a line starting on Line 12. It says:

24 "It is my recollection that Dr. Iliescu saw  
25 the architectural drawings as provided in

1 the two applications at or about the time  
2 of the receipt of the owner's affidavit."

3 Do you see that?

4 A I see that.

5 Q Do you have any independent knowledge that Dr. Iliescu  
6 or Mrs. Iliescu, or anybody associated as an agent of  
7 Dr. Iliescu, saw architectural drawings on or about the time of  
8 the owner affidavits being executed in January? Which is  
9 Exhibit 2, I think.

10 A I don't have knowledge of what other people may or may  
11 not have done.

12 Q Okay. Do you have any information on anything related  
13 to whether Dr. and Mrs. Iliescu and/or Dick Johnson, leaving  
14 lawyers aside for a moment, had any information concerning the  
15 work that Fisher Friedman or yourself was doing on this project  
16 prior to the time of the filing of the lien?

17 A So if you're talking about the availability to see  
18 documents at Wood Rodgers' office, and the ability to see the  
19 presentations, or to be at any of the public meetings, or any  
20 of the other times when the project was exhibited, discussed,  
21 Power Points shown, et cetera, fly-throughs, et cetera, I can't  
22 speak to whether or not they were there or not there as I  
23 wasn't at those occurrences. There were certainly lots of  
24 opportunities to see the project and to see the names of my  
25 name and Fisher Friedman.

1 Q So I want to be clear on this because this is an  
2 important point: As I understand the position that you've  
3 taken in this litigation, relative to the mechanic's lien and  
4 relative to Dr. and Mrs. Iliescus' knowledge of the existence  
5 of the work that yourself and/or Fisher Friedman were doing  
6 architecturally on this project that is related to their  
7 ability, that being Dr. and Mrs. Iliescus' and their agents'  
8 ability, to be able to observe by looking at public documents  
9 and attending public hearings, that your firm was the firm that  
10 was providing architectural work to the project. I mean, is  
11 that kind of in a nutshell?

12 MS. KERN: He can answer -- I'm totally lost by your  
13 question, so I don't know if he is, but --

14 MR. MOLLATH: I'm trying to be really careful here.

15 THE WITNESS: No.

16 BY MR. MOLLATH:

17 Q You don't have today, as you sit here, any specific  
18 knowledge that somebody told Dr. and Mrs. Iliescu that  
19 Fisher Friedman or yourself or any other architect was  
20 providing architectural services to this project prior to the  
21 filing of the mechanic's lien. Told.

22 In other words, information -- you don't have any  
23 information, that you know of as you're sitting here today,  
24 that you can tell me that, "Yes, I think Mr. Jones told Dr. and  
25 Mrs. Iliescu or told Dick Johnson that Fisher Friedman and

1 myself or Mr. Ogle was providing architectural services."

2 MS. KERN: To his knowledge. I mean, I don't want to  
3 bind -- I don't want to limit what other information is already  
4 out there as able to be produced with respect to other people  
5 and then you say, oh, look, he testified that there wasn't  
6 anyone.

7 MR. MOLLATH: No. I'm just talking about this  
8 gentleman sitting in this chair today, and what I want to know  
9 is: Does he have any information within his possession or  
10 knowledge, as he sits here today, looking back, you know, going  
11 back through the archives in the little gray cells, that you  
12 know of somebody, anybody, that told Dr. Iliescu and  
13 Mrs. Iliescu or Dick Johnson, "Fisher Friedman Associates,  
14 myself, or Mr. Ogle, or another architect is doing  
15 architectural work on your property prior to the filing and  
16 recordation of the mechanic's lien."

17 MS. KERN: Other than what you've already been  
18 provided.

19 MR. MOLLATH: Other than, you know, what he mentioned  
20 about public documents and a Power Point presentation at public  
21 hearings and things like that. I want to know whether he knows  
22 of any living, breathing person, that he knows of, that told  
23 Dr. or Mrs. Iliescu, or any one of their agents, that your firm  
24 was doing architectural work on their project. I don't know  
25 how clear I can be. A living, breathing person.

1 MS. KERN: Other than Mr. Snellgrove, who's given an  
2 affidavit in this case.

3 MR. MOLLATH: Other than Mr. Snellgrove.

4 THE WITNESS: I don't know that I personally know more  
5 about anybody else having specifically told Dr. Iliescu who was  
6 the architect, other than David. As -- I don't know if anyone  
7 else did or didn't.

8 MR. MOLLATH: Okay.

9 DOCTOR ILIESCU: My faith in human nature.

10 MR. MOLLATH: The only --

11 THE WITNESS: But, see, you're being very specific,  
12 and you're being specific for a reason, and your specificity is  
13 about my knowledge of someone specifically telling him, coming  
14 out and saying, "Hey, these are the architects working on your  
15 project," or "your site," sorry.

16 BY MR. MOLLATH:

17 Q Yeah. Somebody that you personally know because you  
18 were physically there when that person told Dr. Iliescu, or  
19 somebody in the course of business in the administration of  
20 this particular job has told you, "I told Dr. Iliescu about  
21 this, where they can find these architects," you know of no  
22 other living, breathing person who may have done that except  
23 for Mr. Snellgrove.

24 A I'm not aware of any. That's not come to light  
25 directly to me, okay? But again, I don't know -- I don't hear



1 everything. There may be somebody, so...

2 Q I want to know what you know today.

3 What I'm hearing is the only living, breathing person  
4 that you know of that has said in some shape, manner or form  
5 that Dr. Iliescu personally knew who the architects was or  
6 were, were Mr. Snellgrove. That's all you know in that  
7 regard.

8 MS. KERN: Without limitation.

9 MR. MOLLATH: I just want to know. Is that a correct  
10 statement?

11 THE WITNESS: As far as I know.

12 BY MR. MOLLATH:

13 Q Okay. And would Mr. Ogle know any more than you or  
14 may know more than you?

15 A He may or he may not. I can't speak for that. He  
16 hasn't told me.

17 Q Okay.

18 A I don't know that he's met Dr. Iliescu personally. He  
19 may have seen him at the meeting. I can't say that they spoke,  
20 and I don't know if he has heard of any other record.

21 Q Do you know whether any member of your organizations,  
22 that architectural organization down in  
23 Emeryville California --

24 A Yes.

25 Q -- has ever spoken, at any time prior to this

1 litigation, has ever spoken with Dr. or Mrs. Iliescu at any  
2 time concerning the architectural work that was done on this  
3 property?

4 A Not that I remember.

5 Q Okay. And you know of no written letter, notice,  
6 document or otherwise, that was sent by Fisher Friedman or  
7 yourself to Dr. Iliescu, prior to the recording of the notice  
8 of lien, that Fisher Friedman or yourself was going to lien  
9 their property for nonpayment by the developer?

10 In other words, you didn't send them any notice that  
11 says, "Hey, we are working on your project. We are spending  
12 money, and if we don't get paid we are going to lien your  
13 property." That wasn't done, was it?

14 A Although, I would say we were working on BSC's project  
15 on his property, I'm not aware of a letter.

16 MR. MOLLATH: Okay. Let's continue this deposition to  
17 a point where I get all the documents. Do I need to do a  
18 formal document production for all these documents?

19 MS. KERN: It's my understanding you want whatever  
20 file we have -- you don't want all the drawings --

21 MR. MOLLATH: I don't care about architectural  
22 drawings or stuff from CAD or disks or anything else. I'm  
23 talking about the hard transmittal letters, contracts, e-mails,  
24 you know, that kind of stuff. I don't care about the drawings.

25 MS. KERN: And the amended claim of lien.

1 MR. MOLLATH: And the amended claim of lien. The  
2 application, the hard copy of the application for the  
3 entitlements.

4 MS. KERN: You were provided a disk.

5 MR. MOLLATH: I was?

6 MS. KERN: Yes.

7 MR. MOLLATH: And what's on that disk?

8 MS. KERN: It's the fly-by, that's been referred to as  
9 the fly-by and the Power Point.

10 MR. MOLLATH: I've got all that.

11 MS. KERN: Okay. Because we've produced all of that.  
12 Okay.

13 MR. MOLLATH: Yeah. I know about that.

14 MS. KERN: Okay.

15 MR. MOLLATH: What I'm talking about is those little,  
16 you know, paper files that are sitting in file drawers that  
17 have all the stuff in them.

18 MS. KERN: Okay.

19 MR. MOLLATH: Okay. That's what I need.

20 MS. KERN: Okay.

21 MR. MOLLATH: And if you want to, you can Bates stamp  
22 it.

23 MS. KERN: Yeah.

24 MR. MOLLATH: But I think it's probably wise, in this  
25 litigation, to just give it to me --

1 MS. KERN: It makes it a lot easier to Bates stamp  
2 it.

3 MR. MOLLATH: -- and just Bates stamp everything.

4 MS. KERN: Yeah, I will.

5 MR. MOLLATH: And I probably will want to take the  
6 deposition of Snellgrove.

7 MS. KERN: Okay.

8 MR. MOLLATH: And we probably --

9 MS. KERN: My October is a nightmare.

10 MR. MOLLATH: I'm going to be going to Hawaii,  
11 anyway.

12 MS. KERN: I mean, it really is a nightmare.

13 MR. MOLLATH: Don't worry, I won't set it in October.  
14 We'll coordinate a date on that.

15 MS. KERN: I've got eight arbitrations.

16 MR. MOLLATH: That's all I've got.

17 DOCTOR ILIESCU: I appreciate your honesty. It makes  
18 me feel better. Nothing to do with me, it's just people, and I  
19 feel somebody that's an architect has that kind of integrity.

20 THE WITNESS: You're welcome.

21 DOCTOR ILIESCU: You can count on it from me.

22 MR. MOLLATH: That's all I've got for the time  
23 being. I appreciate your time, and get you out of here an  
24 hour early.

25 THE WITNESS: You're fine.

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MR. MOLLATH: Send the original to Ms. Kern.

MS. KERN: Thank you.

(Whereupon the deposition concluded at 3:54 p.m.)

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MARK STEPPAN

1 STATE OF NEVADA )

2 ) ss.

3 COUNTY OF WASHOE )  
4

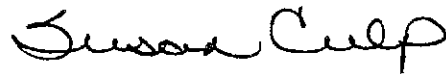
5 I, SUSAN CULP, a notary public in and for the County  
6 of Washoe, State of Nevada, do hereby certify:

7 That on Monday the 29th day of September 2008, at the  
8 hour of 1:58 p.m. of said day, at the offices of Gayle Kern,  
9 Ltd., 5421 Kietzke Lane, Suite 200, Reno, Nevada, personally  
10 appeared MARK STEPPAN, who was duly sworn by me to testify the  
11 truth, the whole truth, and nothing but the truth, and  
12 thereupon was deposed in the matter entitled herein;

13 That said deposition was taken in verbatim stenotype  
14 notes by me, a Certified Shorthand Reporter, and thereafter  
15 transcribed into typewriting as herein appears;

16 That the foregoing transcript, consisting of pages 1  
17 through 75, is a full, true, and correct transcript of my  
18 stenotype notes of said deposition to the best of my knowledge,  
19 skill, and ability.

20 DATED: At Reno Nevada this 7th day of October 2008.  
21

22   
23

24 SUSAN CULP CSR #343  
25

CV07-00341  
DC-9900051920-134  
MARK STEPPAN VS. JOHN ILIE 292 Pages  
District Court 12/11/2013 02:01 PM  
Washoe County 1595  
WMC07/11/13

IN THE SECOND JUDICIAL DISTRICT COURT  
OF THE STATE OF NEVADA

**FILED**

DEC 11 2013

IN AND FOR THE COUNTY OF WASHINGTON

By: DEB HASTINGS, CLERK  
DEPUTY CLERK

--oOo--

MARK B. STEPPAN,

Plaintiff,

vs.

JOHN ILIESCU, JR. and SONNIA  
ILIESCU, as Trustees of the  
JOHN ILIESCU, JR. AND SONNIA  
ILIESCU 1992 FAMILY TRUST  
AGREEMENT, et al.,

Defendants.

AND RELATED ACTIONS.

Case No. CV07-00341  
Dept. No. B6

DEPOSITION OF MARK STEPPAN

TUESDAY, FEBRUARY 16, 2010

Reno, Nevada

*CH2011*

REPORTED BY:

Janet Menges, CCR #206, RPR  
Computer-Aided Transcription

1

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20

Also Present:

21

JOHN ILIESCU

22

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1           PURSUANT TO NOTICE, and on Tuesday, the 16th day of  
2           February, 2010, at the hour of 10:00 a.m. of said day,  
3           at 6005 Plumas Street, Reno, Nevada, before me, Janet  
4           Menges, a notary public, personally appeared MARK  
5           STEPPAN.

6                               --oOo--

7  
8                               MARK STEPPAN  
9           called as a witness, being first duly  
10          sworn, was examined and testified  
11          as follows:

12  
13                               EXAMINATION

14       BY MR. GRUNDY:

15           Q     Would you state your name, please, sir?

16           A     Mark Steppan.

17           Q     What is your office address?

18           A     1485 Park Avenue, suite 103, Emeryville,  
19       California, 94608.

20           Q     Where do you reside?

21           A     Oakland, California.

22           Q     How long have you lived in Oakland?

23           A     Since 1984, so that is 26 years, I guess.

24           Q     All right.

25                   Have you ever lived in Nevada?

1 A No.

2 Q How old are you, sir?

3 A I'm 52.

4 Q Young guy comparatively.

5 A It's all relative. Everybody is young.

6 MR. WILSON: Perhaps it reveals more about the  
7 questioner than the witness.

8 MR. GRUNDY: Indeed it does.

9 BY MR. GRUNDY:

10 Q Where were you educated?

11 A UC Berkeley.

12 Q When did you finish there?

13 A 1979.

14 Q What degree or degrees did you attain?

15 A Bachelor of arts with a major in architecture.

16 Q You said 1979?

17 A Correct.

18 Q And when were you first licensed or registered  
19 as an architect?

20 A I don't remember exactly. I would guess it's  
21 around 1987.

22 Q Why the delay between your graduation and  
23 registration?

24 A It's not a delay. Registration of an architect  
25 requires a certain amount of time working in addition to

1 taking all the licensing exams, and at that time it  
2 would generally take anywhere from five to eight years,  
3 nine years after graduation depending on your  
4 undergraduate or graduate degree.

5 Q Do you have any other higher education besides  
6 the bachelor of arts in architecture?

7 A No.

8 Q Can you give me a history of your employment  
9 starting from the time of your graduation from college?

10 A I was already working for Fisher Friedman  
11 Associates at the time I was in college. I started  
12 full-time with them in January of 1980 and I'm still  
13 presently employed by Fisher Friedman Associates.

14 Q What positions or titles have you held there?

15 A Well, everything from starting at the bottom  
16 doing filing, et cetera, and drafting all the way up to  
17 my current position, which is executive vice-president.

18 Q Can you go through them for me so I can  
19 understand the hierarchy?

20 A Drafter, designer, job captain, project  
21 architect, project manager. I don't know if there is  
22 any other title between that and executive  
23 vice-president. Given the size of the office many of  
24 those functions were performed at the same time and  
25 we're not structured on pure category.

1 Q I know from your earlier deposition that there  
2 were nine or ten architects in the firm at the time of  
3 that deposition. Is that still true?

4 A No, there are currently nine people in the firm  
5 total currently.

6 Q Okay.

7 And of those how many are architects?

8 A Five.

9 Q Of the hierarchy that just described starting  
10 with drafter, designer, job captain, project architect,  
11 project manager, and then executive vice-president, how  
12 many of those jobs were held before you became a  
13 licensed architect?

14 A Probably just the drafter and job captain and  
15 designer.

16 Q So the first three are the sorts of positions  
17 that are held by unlicensed or unregistered architects?

18 A Incorrect.

19 Q Incorrect?

20 A Um-hum.

21 Just by their nature and by the order of how I  
22 have presented them does not make them held by  
23 unlicensed architects. Typically a job captain role can  
24 be held by a licensed architect, as can a designer. So  
25 one of the people I have told you was licensed in the

1 office is one of the two main designers in the office.  
2 He is licensed.

3 There is no -- There is no distinct  
4 correlation. The only one that is typical to be not  
5 licensed is the drafter.

6 Q As I understood your answer, the three jobs  
7 that you mentioned, drafter, designer and job captain,  
8 are ones that you held before you were an architect?

9 A I believe so, although I'm sure the job captain  
10 morphed over.

11 Q So it's not necessary within your profession  
12 that those particular types of jobs be held by  
13 architects, although I understand they may be from time  
14 to time?

15 A Correct.

16 Q But to be called a project architect, which I  
17 think is the next in the order that you gave me, that is  
18 a job that must be held by a licensed architect?

19 A Correct.

20 Q Now, there are other titles that are held  
21 within Fisher Friedman Associates beyond the executive  
22 vice-president, or not beyond, but in addition to the  
23 executive vice-president that have more corporate  
24 sounding names like vice-president, senior  
25 vice-president, executive vice-president; correct?

1 A Yes, there are a couple of those.

2 Q There were people who held those positions back  
3 in 2005 and 2006?

4 A Yes.

5 Q Tell me how those particular positions fit into  
6 the hierarchy, if in fact they are part of the  
7 hierarchy?

8 A I'm not sure how best to answer your question.  
9 Are you talking about people -- Let me rephrase.

10 Are you asking about people that have worked on  
11 this project or just in the office?

12 Q Well, my question certainly is prompted by the  
13 titles that were held by some of the people that worked  
14 on this project, but I'm trying to understand how Fisher  
15 Friedman works in terms of its titular hierarchy, if  
16 there is such a thing, and maybe there isn't?

17 A There isn't any particular hierarchy. Other  
18 people that worked on the project have titles such as  
19 senior vice-president, I believe for the other two  
20 people of that senior level, but that does not really  
21 come into play in the role they might play. They may do  
22 designer's work, job captain's work, project architect's  
23 work, project manager's work.

24 Q Let me see if I understand correctly.

25 The initial names and positions you talked



1 about were how the profession is arrayed, at least in  
2 your firm, with regard to the jobs that they perform.

3 In addition to that these people may have other  
4 positions as corporate officers. Is that an accurate  
5 characterization of what you're trying to say?

6 A I suppose they could, but the corporate officer  
7 component is not a necessary component of the office  
8 functioning of the projects.

9 Q I understand that distinction. You define  
10 people's roles by their titles within the profession,  
11 but they may also have other roles as officers of the  
12 corporation?

13 A They might.

14 Q So with that in mind, let's go back to 2005 and  
15 2006 and talk about the people that were employed then,  
16 the professionals or paraprofessionals, and what their  
17 titles or positions were on both sides of the hierarchy?

18 A Working on this project?

19 Q Yes.

20 Let's start at the most senior and go down.

21 A Well, you would have Rodney Friedman, who is  
22 the president, CEO, director of design. You would have  
23 me --

24 Q Just a second.

25 A Sorry.

1 Q Rodney Friedman held the position of president  
2 of the corporation?

3 A Correct.

4 Q Okay.

5 Did he also hold an architectural type of  
6 title?

7 A You could call it director of design. It's not  
8 on a business card.

9 Q Okay.

10 So he was the --

11 A He is the sole proprietor so he oversees  
12 everything that goes on.

13 Q So Mr. Fisher was not engaged in the business  
14 back then?

15 A No, Fisher retired around '97.

16 Q All right.

17 And by sole proprietor do you mean the sole  
18 owner of Fisher Friedman Associates?

19 A Correct.

20 Q And in terms of how long had Mr. Friedman been  
21 a licensed or registered architect back in -- Well, it's  
22 easier to figure from today, I guess?

23 A I don't remember when he first got licensed in  
24 California.

25 Q How old is he?

1 A Seventy-six.

2 Q Is there a relationship, a family relationship  
3 between you and he?

4 A Yes, I'm his son-in-law.

5 Q So you're married to his daughter?

6 A That follows.

7 Q How long have you been married to Rodney  
8 Friedman's daughter?

9 A Since 1985.

10 Q Then in terms of seniority within the firm back  
11 in 2004, 2005, are you the next most senior?

12 A Yes.

13 Q And your corporate title then was executive  
14 vice-president?

15 A Yes, it says that and director of operations on  
16 the business card. It's not a corporate title. That is  
17 just an architectural functioning title.

18 Q Can you explain to me what the director of  
19 operators does in your firm?

20 A Oversee the operation of the firm from the  
21 standpoint of things such as taking out the garbage,  
22 looking at invoicing, running projects, ordering  
23 supplies, handling the computer system.

24 Q All right.

25 It says --

1 A A variety of those tasks.

2 Q Virtually all of the operations functions?

3 A A lot of them.

4 Q Is there a board of directors --

5 A Yes.

6 Q -- at Fisher Friedman Associates in 2004,

7 2005 -- pardon me, 2005, 2006?

8 A Yes.

9 Q Who was on the board of directors?

10 A Rodney Friedman, myself and his wife.

11 Q What is Mrs. Friedman's name?

12 A Shirley.

13 Q Are you still on the board of directors?

14 A Yes.

15 Q When did you become a member of the board of  
16 directors?

17 A I don't remember off the top of my head.

18 Q Certainly before 2005?

19 A Yes.

20 Q Before 2000, you think?

21 A Probably not, but I don't know for sure.

22 Q Have there been other board members since you  
23 became the third board member?

24 A No.

25 Q What is the form of Fisher Friedman Associates,

1 is it a professional corporation or some other form?

2 A It's a corporation.

3 Q It's organized under the laws of California, I  
4 understand?

5 A I assume so.

6 Q Do you know if it's a professional corporation  
7 or just a general corporation?

8 A I don't remember.

9 Q In Nevada at least, and I'm not a California  
10 lawyer so I don't know the answer to this question from  
11 California's side, but here I believe in order to be an  
12 owner of an architectural firm you have to be a licensed  
13 registered architect. Is that true in California, to  
14 your knowledge?

15 A No, I don't know. He is a licensed architect,  
16 so if it was true it would follow.

17 Q All right.

18 Is Mr. Friedman the sole stockholder?

19 A Yes.

20 Q After Mr. Friedman and you, who was the next  
21 most senior professional employee back in 2005, 2006?

22 A That level probably was equally shared between  
23 Nathan Ogle and David Tritt, who I think are both senior  
24 vice-presidents, but I don't remember for sure.

25 Q What is Mr. Tritt's first name?

1 A David.

2 Q That is spelled T-r-i-t-t?

3 A Correct.

4 Q What are Mr. Ogle's and Mr. Tritt's ages  
5 roughly?

6 A I believe Nathan is around 40 and David is  
7 around 61.

8 Q You think they were both during that period of  
9 time senior vice-presidents?

10 A I believe so.

11 Q Did they hold other titles within the firm in  
12 '05, '06?

13 A Given that we're not a title driven company  
14 it's kind of hard to answer that question. They perform  
15 other duties. They don't necessarily have other titles.  
16 David is also a designer, so he would be categorized as  
17 a designer on responses for projects.

18 Q The reason I'm interested in the titles is  
19 because every example of your billing rate sheet uses  
20 billing rates based upon titles, not individual names.  
21 That is why I'm asking if either of these fellows held  
22 other titles?

23 A They may have held other titles for the  
24 purposes of how things were billed on different projects  
25 all over the history of the firm. It just depends on

1       how projects are managed. They are not all the same.

2           Q       So the billing rate title that might apply to  
3       these two gentlemen might change from job to job?

4           A       It might.

5           Q       Okay.

6                   Did they both become senior vice-president  
7       about the same time?

8           A       To the best of my knowledge.

9           Q       Back in '05 and '06 who were the next most  
10       senior people?

11          A       As it related to the project or to the office?

12          Q       Well, let's start with as they related to the  
13       office?

14          A       Frankly I don't remember whom all we had  
15       employed in 2005, 2006 that might have been next in line  
16       if you were going by titles.

17          Q       On the 2005 master fee schedule, are you  
18       familiar with that document?

19          A       I'm familiar with fee schedules, yes.

20          Q       And we will be talking about this one in  
21       particular in a few moments, but the next senior person  
22       below the senior vice-president is a vice-president. Do  
23       you know if for the purposes of the titles that they  
24       held in 2005, 2006 anybody held that office?

25          A       I don't remember.

1           Q     For the purposes of the fee schedule the  
2 vice-president and architect III and a project manager  
3 III all billed out at the same rate. Would it be fair  
4 to assume from that those people were generally of the  
5 same level of experience and hierarchy within the firm?

6           A     I suppose that is reasonable.

7           Q     For instance, on a particular job is a project  
8 manager III senior to an architect III or are these just  
9 interchangeable?

10          A     They are somewhat interchangeable and I don't  
11 set how they are used. That is a full list of possible  
12 titles and positions, some of which are used, some of  
13 which are never used.

14          Q     All right.

15                 Then the next level down is the architect II,  
16 project manager II. Would those also be somewhat  
17 interchangeable?

18          A     Somewhat.

19          Q     So who filled this basically level below that  
20 of senior vice-president on the Reno project in 2005,  
21 2006, do you know, and I'm talking about the  
22 vice-president, architect III or project manager III?

23          A     Well, Nathan effectively was acting as the  
24 project manager. So that is a point of multi-tasking,  
25 if you want to look at it.



1           Q     In addition to project manager was there a  
2 senior architect identified for the Reno project?

3           A     I don't know how we divided out the different  
4 people's work definitions.

5           Q     Okay.

6                     Did the Reno project have one designated  
7 project manager?

8           A     Nathan.

9           Q     Was that true for the entire time that work was  
10 performed on the Reno job?

11          A     Yes.

12          Q     Do you recall what David Tritt's role was on  
13 the professional side?

14          A     Probably as a designer, as far as his duties.

15          Q     Okay.

16                     Then who below Nathan Ogle and David Tritt  
17 worked on the Reno job?

18          A     I don't remember all of the people that would  
19 have worked on it. Some of them include Joe Preston,  
20 Amy Chu, Kuan Chang, and there might very well have been  
21 others, Michael Shaffer. I really don't remember. It's  
22 a relatively small office. It's probable that everybody  
23 worked on it.

24          Q     Joe Preston I think we can figure out the  
25 spelling of.

1 Amy Chu, how is her name spelled?

2 A A-m-y and C-h-u.

3 Q The other, Kuan --

4 A Kuan Chang, K-u-a-n, I think it's C-h-a-n-g.

5 Q C-h-a-n-n?

6 A C-h-a-n-g.

7 Q Thank you.

8 And do you recall what roles Mr. Preston  
9 played?

10 A Not by definition of roles. He worked on  
11 multiple different types of tasks, including the fly  
12 through and developing the city model in the computer,  
13 the City of Reno model and many other graphic and  
14 computer tasks.

15 Q What about Amy Chu, what was her role?

16 A She worked on the project doing drawings, as  
17 did Kuan. They don't have specific roles.

18 Q So they would do drawings as directed by  
19 someone?

20 A Generally.

21 Q And would the person that would do that  
22 direction generally be Nathan Ogle, the project manager?

23 A It could be Nathan, it could be David, it could  
24 be Rodney, could be me, could be Joe.

25 Q Did you hold sort of a professional role that

1 was defined other than as executive vice-president?

2 A I'm not sure I understand the question as it  
3 relates.

4 Q Is there a professional role above that of  
5 project manager on a particular project?

6 A Not that I'm aware of from a title standpoint.

7 Q Well, how would you define your role on the  
8 Reno project as executive vice-president, and if it  
9 changes over the course of time, tell me about that as  
10 well?

11 A The project was being performed under my  
12 purveyance as the supervising architect. That included  
13 involvement from attending of meetings and meeting  
14 parties and participating in decision making to looking  
15 over people's shoulders and seeing if they were properly  
16 drawing items or to telephone calls, whatever it might  
17 be. It was an oversight role as is typical of someone  
18 in my position.

19 Q All right.

20 Was that pretty much how you would define your  
21 role from the time it started in late 2005 until the  
22 time you stopped doing work in late 2006?

23 A I don't know how else to define it.

24 Q I'm sorry?

25 A I don't know how else to define it.

1 Q So there was no change in your role, I guess is  
2 what I'm asking, at any stage along that basically --

3 A Not that I remember.

4 Q -- twelve month continuum?

5 How would you describe Mr. Friedman's role  
6 during that same period of time?

7 A The director of design and the owner of the  
8 firm, enthusiastic about working on a project of this  
9 potential, participating in the design and meetings and  
10 review of the project.

11 Q Would you say that the project was being  
12 conducted under his purveyance?

13 A Every project is conducted under his purveyance  
14 to a degree.

15 Q And that he exercised some role of supervision?

16 A All of the senior parties exercise some role of  
17 supervision. That is typical on any project.

18 Q Is there some way to distinguish what he did on  
19 this project from what you did?

20 A Being the owner of the firm and the director of  
21 design his role is inherently different than mine.

22 Q Can you be more specific than that?

23 A It's very hard to define differences on a  
24 day-to-day basis. He would participate more in the  
25 designing of features of the building and I would

1 participate more in the oversight of how things were  
2 coming together. I might call the City of Reno and  
3 ask -- find out how to get certain documents and he  
4 wouldn't necessarily be doing that.

5 So those are different tasks that we would have  
6 had during the process.

7 Q Okay, that makes sense to me.

8 By your answer do I understand that he was more  
9 involved in actually creating the design of this project  
10 in the early stages?

11 A Than --

12 Q Than you?

13 A Yes.

14 Q And is that his forte?

15 A Yes.

16 Q And you gave the example, I think, of things  
17 that you did that he might not have, such as  
18 communicating perhaps with City of Reno people?

19 A I was giving you an example of a particular  
20 case where I would have called certain folks at the City  
21 of Reno to try to track down some drawings and that  
22 would not have been normally a task that he would have  
23 done.

24 Q Is that something that he would ask you to do?

25 A Possibly.

1 Q Or --

2 A Or I would on my own.

3 Q Or Nathan Ogle?

4 A Yes, it would all depend.

5 Q Or just about anybody?

6 A Correct. It's a team environment.

7 Q In addition to your undergraduate work at Cal,  
8 has there been any other industry training or education  
9 that you have undertaken?

10 A Yes, one undertakes continuing education on a  
11 yearly basis to maintain AIA membership, for example,  
12 and in many states the licensing of an architect  
13 requires continuing education as well.

14 Q Is that true in California?

15 A No, it is not at this time, other than the  
16 newly enacted sustainable -- I think it's sustainable  
17 design and disabled access requirements that are now  
18 included in something that you must do to maintain your  
19 architect's license.

20 Q That would be in California you're saying?

21 A Correct, and in many other states.

22 In addition to maintaining continuing education  
23 credits for the AIA membership or for licensing in other  
24 states, I have certainly participated in many seminars  
25 and meetings to learn what I can about the profession on

1 a yearly basis.

2 Q You presumably are a member of AIA?

3 A Yes, I am.

4 Q How long have you been?

5 A Probably since '87 or '88 since I was licensed.  
6 I don't remember for sure.

7 Q Other than holding a license, is there a  
8 proficiency requirement to be a member of AIA? In other  
9 words, do you take an extra test --

10 A No.

11 Q -- or display proficiency in any other way?

12 A The way you display proficiency is in  
13 continuing to collect the continuing education credits  
14 through attending seminars, filling out tests and  
15 answering tests, et cetera.

16 Q Are all of the licensed or registered  
17 architects in Fisher Friedman also members of the AIA,  
18 to your knowledge?

19 A I believe so. One might not be.

20 Q There are continuing education requirements as  
21 part of the AIA membership?

22 A Yes.

23 Q You were first licensed in California I think  
24 you said in 1987?

25 A That's what I remember.

1 Q Am I using the right terminology here, it's a  
2 licensing event rather than a registration event?

3 A I'm a registered architect with a license to  
4 practice in California, for example.

5 Q Is that two different certificates?

6 A No, it's one certificate. You take a  
7 registration licensing test. I don't know if the words  
8 are truly interchangeable or not.

9 Q In California you became licensed or registered  
10 in 1987?

11 A To the best of my knowledge.

12 Q And how about other states?

13 A I'm licensed in Oregon, Nevada, Texas and New  
14 Jersey, and no, I don't know the dates of registration  
15 in each of those states off the top of my head.

16 Q Since it's handy let's start with Nevada.  
17 What did you have to do in order to become  
18 registered in Nevada?

19 A I had to become an NCARB member and I needed to  
20 pass a written exam.

21 Q You used a term there that I'm not familiar  
22 with?

23 A National Council Architects Registration Board,  
24 NCARB. Most states require you to be an NCARB member in  
25 order to get what is called reciprocity from one state



1 to another state. Each state has different requirements  
2 for obtaining licensing in that state.

3 Q And NCARB, what do you have to do in order to  
4 become a member of NCARB or recognized by NCARB?

5 A Fill out an application, show that your license  
6 is in good standing, I believe, and pay fees. It might  
7 be different if you're joining as you're trying to  
8 become licensed.

9 Q Did you say that there was a test that had to  
10 be taken?

11 A Not for NCARB.

12 Q So basically to become a member -- a member, is  
13 that the right terminology, of NCARB?

14 A That's good enough.

15 Q Okay.

16 You have to apply. Are there minimum standards  
17 of membership?

18 A I don't remember.

19 Q Do you have to be licensed in some state in  
20 good standing?

21 A I don't remember because they have changed the  
22 rules for how you are getting licensed to start with as  
23 compared to when I became licensed, so I don't know.

24 Q When did you become recognized by NCARB?

25 A Probably it was prior to obtaining my first out

1 of state license, so that is pre '05, as far as I know.

2 Q When was that --

3 A I don't remember exactly.

4 Q When was the first time that you became  
5 licensed in another state?

6 A I don't remember.

7 Q Do you think it was before 2005?

8 A Yes, it would have been.

9 Q Do you remember which state you became a member  
10 of first?

11 A Probably Oregon.

12 Q Do you think that that event occurred sometime  
13 after the year 2000?

14 A It was after 2001.

15 Q That would have been approximately when you  
16 would have become recognized by NCARB?

17 A I think so.

18 Q Why did you become registered in Oregon?

19 A We saw the potential to do some work in Oregon  
20 and the person that had been licensed in many states to  
21 allow Fisher Friedman to do work in other states was  
22 generally speaking Fisher.

23 Q Okay.

24 A So someone needed to take over the mantle.

25 Q Do you remember the states -- Was Mr. Fisher

1 licensed in all the states that you are?

2 A I really don't remember. He was licensed in at  
3 least eight states.

4 Q That was to allow the firm to do business in  
5 those states?

6 A Correct. That is standard practice.

7 Q Other than Mr. Fisher before you and now you,  
8 are there any other architects in Fisher Friedman  
9 Associates who are registered in other states than  
10 California?

11 A Not to my knowledge.

12 Q So basically Mr. Fisher retired and the firm  
13 needed somebody to register in other states; right?

14 A That's fair.

15 Q And you were either appointed or volunteered to  
16 do so, I guess?

17 A That's fair.

18 Q Which?

19 A That's fair, both.

20 Q I presume --

21 A It was logical.

22 Q It is logical, but I try not to assume anything  
23 in this business.

24 A That's fine.

25 Q I presume it's Mr. Friedman that wanted

1 somebody with multiple licenses so the firm could do  
2 business in other states?

3 A As well as myself wanting the same thing.

4 Q So you passed the NCARB standards and got that  
5 designation; correct?

6 A Yes, I became a member of NCARB.

7 Q And then once you became a member of NCARB were  
8 you able through reciprocity simply to apply for and  
9 become registered in Oregon, Nevada, Texas and New  
10 Jersey? Is that right, New Jersey?

11 A New Jersey, correct.

12 No, for Oregon I needed to take a test in  
13 Oregon on their laws and practice act and pass that, and  
14 then if passed, if I passed it there was an oral exam  
15 that was given to all the participants that passed the  
16 written exam.

17 In Nevada you have to take a written exam, but  
18 you don't have to go to Nevada.

19 Q I'm sorry. Let me finish Oregon first.

20 A Sure.

21 Q You took a written test and then you had an  
22 oral exam?

23 A Correct.

24 Q After that process you were issued a  
25 registration or licensed in Oregon?

1 A Correct.

2 Q When you went through that process, did the  
3 firm have a project to work on in Oregon?

4 A No.

5 Q Have you used your Oregon license?

6 A No.

7 Q Was Nevada the next state in which you became  
8 registered?

9 A I don't remember.

10 Q So in Nevada you had to take a written test?

11 A Correct.

12 Q But no oral?

13 A No.

14 Q So were there any other requirements to become  
15 registered in Nevada other than to be a member of NCARB  
16 and to pass the written test?

17 A Yes, you have to be a licensed member in  
18 another state in good standing. That is a requirement  
19 of all in order to obtain reciprocity.

20 Q That is a requirement to be a member of NCARB,  
21 is it not?

22 A For my purposes I suppose the answer is yes.

23 Q What do you mean for your purposes?

24 A As I explained earlier, I don't know if you  
25 need to be a licensed architect to be a member of NCARB

1 when you're going through the licensing process. So it  
2 wouldn't necessarily be a true statement to say you have  
3 to be licensed. I don't know for sure.

4 Q Okay, I understand. Thank you.

5 Did you have to fill out an application in  
6 Nevada?

7 A I had to fill out an application as far as I  
8 remember, yes.

9 Q Did you list your license in California and  
10 Oregon?

11 A Probably, but I don't remember. It would had  
12 to have been listed for California, yes.

13 Q When did you become a registered architect in  
14 Nevada?

15 A I don't remember exactly.

16 Q We will talk about this in more detail later  
17 on. When you first became aware of the possibility of  
18 doing work on this Reno project, the Wingfield project,  
19 were you at that time a registered Nevada architect?

20 A I assume so, but again I don't remember the  
21 exact timing. So logically speaking I would assume so.

22 Q Had you done any architectural projects in  
23 Nevada prior to the Wingfield project?

24 A No.

25 Q So --

1           A     Let me -- You mean me personally with the new  
2     license? With my being licensed in Nevada the answer is  
3     no.

4           Q     Had Fisher Friedman done projects in Nevada?

5           A     Yes, many years ago with Robert Fisher being  
6     licensed in Nevada. That is why I needed to clarify  
7     that.

8           Q     Okay.

9                     Can you tell me about the other projects that  
10    the firm did when Mr. Fisher was licensed in Nevada?

11          A     I cannot begin to remember all of them.

12          Q     Do you remember one of them?

13          A     There might have been some when I was not even  
14    there.

15                     One of them was Green Ranch.

16          Q     Green Ranch?

17          A     Which is right down here.

18          Q     A residential development?

19          A     Yes.

20          Q     That project involved the design of the  
21    subdivision and amenities?

22          A     It included design of the buildings on the  
23    site, site plan. I don't remember if there were any  
24    other amenities.

25          Q     Was your firm involved in the design of the

1 layout of that residential project?

2 A Yes, as far as I remember.

3 Q Any other projects that you recall Fisher  
4 Friedman being involved in while you were employed?

5 A I worked on one, a housing project that was in  
6 Las Vegas.

7 Q Do you remember the name of that?

8 A No, I can't remember the name.

9 Q Was it single family or multi-family?

10 A Multi-family.

11 Q High rise or low rise?

12 A I believe it was three stories.

13 Q Green Ranch was all single family, was it not?

14 A I believe they are townhouses. I'm not  
15 positive. It's not single family.

16 Q But there were some townhouses and some single  
17 family?

18 A No, there was no single family. I believe they  
19 are multi-family dwellings.

20 Q I see.

21 A I think the project in Las Vegas was Kahala  
22 Apartments, but I can't remember for sure.

23 Q Any other projects that Fisher Friedman did  
24 while you were employed?

25 A I can't remember any others.



1 Q When was the Green Ranch improvement layout  
2 project roughly?

3 A Roughly 1983.

4 Q Sometime in the early '80s?

5 A Yes.

6 Q Was Fisher Friedman the sole architect on that  
7 project, did all of the architectural work?

8 A As far as I remember.

9 Q Was that project completed?

10 A Yes.

11 Q Do you remember who the developer was?

12 A No.

13 Q How about the Las Vegas project, when was that  
14 done?

15 A That would have been around '95.

16 Q Did your firm take that project from concept to  
17 completion?

18 A No.

19 Q What role did your firm play in that project?

20 A We did schematic designs and design  
21 development.

22 Q Did someone else take the project after design  
23 development was done?

24 A Yes.

25 Q Somebody else did the construction drawings and

1 the construction management?

2 A Correct.

3 Q Why was that?

4 A That was just the arrangement that Bob, Rodney  
5 and the client came up with. I don't know the reasons  
6 behind it.

7 Q That is the way it was planned from the outset?

8 A Correct.

9 Q It wasn't that Fisher Friedman started the job  
10 and then the developer chose to proceed with somebody  
11 else?

12 A Not to my memory. Not to my knowledge.

13 Q Do you remember who the developer was of the  
14 Las Vegas project?

15 A I don't remember his name.

16 Q You recall it as being the Kahala Apartments?

17 A I believe so.

18 Q C-o-h-a-l-a, phonetically?

19 A Probably K-a.

20 Q K-a-h-a-l-a?

21 A I think so.

22 Q Okay.

23 A There have been so many projects I could be  
24 giving you the wrong name.

25 Q What part of town was that in Las Vegas?

1           A     I have only been there once. I don't really  
2 remember.

3           Q     You only visited that site once?

4           A     I think so, as it relates to me personally.

5           Q     I'm sorry?

6           A     As it related to me personally going to the  
7 site.

8           Q     What was your role on the Kahala Apartment  
9 project?

10          A     I believe I participated in design and did the  
11 drawings.

12          Q     I presume from your earlier answers, and  
13 correct me if I'm wrong, that you were not registered as  
14 an architect in Nevada either for the Green Ranch  
15 project or the Kahala project, if that is what it was  
16 called?

17          A     I did not need to be and that is correct.

18          Q     I understand.

19          A     Yes, that is correct. I did not, I was not.

20          Q     Mr. Fisher was the registered architect on  
21 those projects?

22          A     Correct, and I don't believe that he needed --  
23 You do not need to be licensed in Nevada on the Kahala  
24 one as we did not do the construction documents.

25          Q     You didn't do what?

1           A     We didn't do the construction documents so  
2     we're not the architect of record, but I could be  
3     remembering incorrectly. We would still need to be  
4     licensed to do the schematic design at that time because  
5     the rules change, so I don't know what they said at that  
6     time. In any event he was licensed.

7           Q     He was licensed?

8           A     Yes.

9           Q     Do you remember who the architect was who did  
10    the construction drawings and administration?

11          A     No.

12          Q     Do you know if the Kahala Apartments project  
13    was completed?

14          A     Yes.

15          Q     It was built?

16          A     Yes.

17          Q     Can you think of any other projects that your  
18    firm, Fisher Friedman Associates, worked on during the  
19    time you were an employee of the firm in Nevada, besides  
20    the two we have talked about?

21          A     Not that I can think of at this moment.

22          Q     What was the next state that you became  
23    registered in, Texas or New Jersey?

24          A     I frankly don't remember which was next. Both  
25    were close to each other, so --

1 Q Why did you seek registration in Texas?

2 A Because Rodney and Nathan and I were talking  
3 about the possibility of doing projects in other states  
4 and they were getting some feelers or seeing there were  
5 some interesting looking projects in the other states  
6 and we used to do work in those states.

7 Q And you used to do work in those states when  
8 Mr. Fisher had multiple licenses?

9 A Correct.

10 Q So you had some experience, the firm did?

11 A Yes.

12 Q Do you recall what you had to do to become  
13 registered in Texas?

14 A I don't think I had to do anything other than  
15 pay the fees.

16 Q How about in New Jersey?

17 A The same thing, I believe.

18 Q Have you ever used your license in Texas or New  
19 Jersey?

20 A No.

21 Q Are there any other states that you have been  
22 registered or licensed in?

23 A No.

24 Q So is it fair to say, sir, that the only  
25 project outside of the State of California that you have

1     been involved with as a licensed architect has been the  
2     Wingfield project in Reno?

3           A     If you're asking me if there is any project  
4     other than Wingfield that has fallen under my name the  
5     answer is no.

6           The question you asked is any other project  
7     that I have been involved in out of state as a licensed  
8     architect. So yes, I have been involved in other  
9     projects as a licensed architect because I participated  
10    in other projects. That doesn't mean that they are  
11    under my name. That is just the distinction of the  
12    question.

13          Q     Perhaps my question should have been more  
14    artful.

15          A     That is okay. I just wanted to make sure that  
16    you understand.

17          Q     So the only project that you have been the  
18    licensed responsible architect with Fisher Friedman  
19    outside the State of California has been the Wingfield  
20    project?

21          A     Correct.

22          Q     Have you ever had to respond to a disciplinary  
23    complaint in any state?

24          A     I have not.

25          Q     Fisher Friedman, does it carry a license or a

1 registration in California?

2 A It's a corporation in California. I don't know  
3 if it's required to have anything else.

4 Q So you don't know if as a corporation  
5 consisting of architects owned by an architect there is  
6 a separate license or registration that is required in  
7 California?

8 A I don't know.

9 Q I understand correctly that you are not and  
10 have not been a principal or an owner in Fisher  
11 Friedman?

12 A I have not been an owner of Fisher Friedman,  
13 that is correct.

14 Q Do you have any contract or agreement that may  
15 allow you to become an owner in the future? I'm not  
16 talking about expectations or hopes --

17 A No.

18 Q -- or estate plans?

19 Has there been any period of time since you  
20 went to work for Fisher Friedman that you had a break in  
21 service, that you have worked someplace else or taken  
22 time off for any significant amount of time?

23 A No.

24 Q I may have asked you this, but is there any  
25 other architect within Fisher Friedman that owns a

1 registration or a license in any other state but  
2 California?

3 A Yes, you did ask me. The answer is not to my  
4 knowledge.

5 Q Thank you.

6 Within your firm what do you call the person  
7 who has immediate and overall supervision of a specific  
8 job or project?

9 A I'm not sure how best to answer that question.  
10 Are you asking as a title that we would call that  
11 person?

12 Q I'm not particularly title driven either. How  
13 do you define the person who has the primary  
14 responsibility to carry through a particular  
15 architectural job at Fisher Friedman, is that a project  
16 manager or something else?

17 A It could be a variety of things. I don't  
18 really care what it's called. We have never really  
19 particularly cared what it's called, but it could be  
20 project manager, could be project architect, could be  
21 designer. It just varies. There is no way to pigeon  
22 hole it into one thing given the size of the firm.

23 Q So there is nobody who is recognized within the  
24 firm as being the person who is responsible for seeing  
25 that a job gets performed properly and done right and



1 completed and all of those things?

2 A That wasn't the question that you asked. You  
3 asked if there was a title for someone.

4 Q Let me ask that question then.

5 A Generally speaking I oversee all the projects.

6 Q What authority do you have with regard to a  
7 project? For instance, do you have the authority to  
8 designate a project manager?

9 A Sure.

10 Q Do you do that?

11 A Generally that's me.

12 Q Help me understand why in some projects you as  
13 the senior -- as the executive vice-president might have  
14 a project manager on one job and not on another other  
15 than yourself?

16 A Because I might be having too many jobs to do  
17 the same role on every single one.

18 Q So if there are too many jobs open in the  
19 office such that you can't be the primary responsible  
20 person on each job, in that instance you would appoint a  
21 project manager?

22 A I would probably phrase it differently, but  
23 there might be times when -- that there is a project  
24 over here that requires a project manager on a daily  
25 basis, 95 percent of his time associated to that job,

1 and if I have three jobs I can't give 95 percent of my  
2 time. My five percent might still be the standard  
3 oversight role.

4 Q But there are some jobs in which there is no  
5 project manager identified?

6 A It has probably happened, sure.

7 Q There are some in which you specifically in the  
8 eyes of the owner or developer, whoever your client is,  
9 there are some jobs in which you take on that title?

10 A Correct.

11 Q But is the default position that you're the  
12 project manager on a job unless you have too many open  
13 projects going at any one time?

14 A Maybe currently, but in the years past when  
15 there was a larger staff that might not have been  
16 exactly true. There might have been other project  
17 managers that would have picked up certain types of  
18 projects.

19 Q Does Rodney Friedman ever serve as project  
20 manager of a project?

21 MS. KERN: What time frame, ever or now?

22 BY MR. GRUNDY:

23 Q During your employment?

24 A Yes, probably.

25 Q In the last ten years?

1           A     Maybe there might have been a project or two  
2     where he started as the project manager, the main  
3     contact with the client until the project got to a  
4     certain point in the development and then handed it over  
5     to other people to continue doing the actual rest of the  
6     drawings and further development of the project, so it  
7     is certainly possible.

8           Q     How long have you been executive  
9     vice-president?

10          A     I don't know, it might have occurred around  
11     '01, '02, something like that.

12          Q     Did anyone hold that office before you took it?

13          A     There were more than one executive  
14     vice-presidents for a while, yes. So I did not take a  
15     role from someone else.

16          Q     Is there anyone other than Mr. Friedman  
17     perhaps, and I'm not asking whether he ever held the  
18     job, but is there anybody who is currently employed at  
19     Fisher Friedman who held the position of executive  
20     vice-president besides you?

21          A     No.

22          Q     What is the biggest Fisher Friedman has ever  
23     been in terms of the number of professionals employed?

24          A     I don't know how many the number of  
25     professionals would have been. The largest the firm has

1 ever been is approximately 85 people.

2 Q And when was that, when was the heyday in terms  
3 of size?

4 A I think it reached that size around '83.

5 Q You told me that currently the firm has nine  
6 employees?

7 A Correct.

8 Q Five of whom are architects.

9 In 2005 and 2006 what was the size of the firm?

10 A I don't remember. It would have been more than  
11 15, I think.

12 Q Has the firm always been located in the east  
13 bay area?

14 A No, it was started in '64 in San Francisco and  
15 was in San Francisco until 2001 when we moved to  
16 Emeryville.

17 Q I see.

18 Roughly how many employees were there in 2001  
19 when you moved?

20 A Somewhere between 32 and 40.

21 Q Can you explain how it happened that the firm  
22 went from 32 to 40 people in 2001 and was down to 15 by  
23 2005?

24 A Quantity of work decreased. Some people  
25 elected to go to other firms and we elected to not

1 replace them as the remaining staff was able to handle  
2 all the workload, and even as the staff continued to  
3 reduce we were able to handle the workload.

4 Q Was there some large defection of people? I  
5 mean, was there an instance like in my firm a few years  
6 ago where the firm kind of split and some senior people  
7 went one way and some people went another, did that  
8 happen to Fisher Friedman after the turn of the century?

9 A No, the main thing that happened in a lot of  
10 ways was 9/11. That put a kerplunk on many of our  
11 projects.

12 Q So the market, you're saying, is the principal  
13 reason you think that the firm's business has declined?

14 A Correct.

15 Q Since 2001, since you moved to the east bay,  
16 where would the Wingfield project fit in terms of size?

17 So since 2001 to 2010 was Wingfield one of the  
18 bigger projects, one of the smaller projects, or maybe  
19 right in the middle?

20 A It would have been one of the largest in terms  
21 of construction costs.

22 Q One of the largest?

23 A Probably the largest. I don't remember for  
24 sure.

25 Q Other than the office in San Francisco, which

1 moved to Emeryville, has Fisher Friedman ever maintained  
2 any other offices?

3 A Not outside of those two cities.

4 Q And certainly the firm has never maintained an  
5 office in Reno?

6 A Correct.

7 Q Is your Nevada architectural registration still  
8 active?

9 A Yes.

10 Q Do you need to do anything to keep it active  
11 besides get some CLE courses and pay a fee?

12 A No. I don't think that Nevada currently  
13 requires CE courses.

14 Q It doesn't?

15 A I believe it will in the immediate future, but  
16 I don't think it currently does.

17 Q It's ten after 11:00. Do you want to take a  
18 break now, I'm sort of between subjects, or do you want  
19 to keep going?

20 A I don't need a break.

21 Q Okay.

22 How did Fisher Friedman get involved in the  
23 Wingfield project?

24 A To the best of my knowledge there was a  
25 communication between Tony Iamesi and Rodney Friedman.

1 Q Who is Tony Iamesi?

2 A He was working with Sam Caniglia.

3 Q How do you spell Iamesi?

4 A I-a-m-a-s-e-i, I think.

5 Q Okay.

6 And you said he was working with Sam?

7 A Correct.

8 Q And that would be Caniglia, C-a-n-i-g-l-i-a?

9 A Yes.

10 Q Had Fisher Friedman ever done work with Mr.  
11 Iamesi or Mr. Caniglia before?

12 A We had not worked with Sam before.

13 I believe that Tony had worked on the  
14 construction of the Park Bellevue Apartment building in  
15 Oakland on Lake Merritt that was one of Fisher  
16 Friedman's first projects in '64, '65.

17 Q So Tony Iamesi was a builder?

18 A I believe he worked on the concrete end of  
19 things. I don't know specifically what his role was and  
20 that is when he formed a friendship with Rodney Friedman  
21 and Bob Fisher.

22 Q He was a construction guy?

23 A I believe so.

24 Q Rather than a developer?

25 A Correct.

1 Q Or an architect obviously?

2 A Correct.

3 Q And they worked on a project in San Francisco  
4 many years before?

5 A No, I said they worked on a project in Oakland.

6 Q I'm sorry.

7 In Oakland many years before?

8 A '64.

9 Q Many years by any account.

10 A That is a lot of years.

11 Q And you said that they had developed a  
12 friendship. Was there a friendship that extended beyond  
13 the construction business, that shared project?

14 A Not that I'm aware of.

15 Q So they had a good experience with one another  
16 in the '60s and then there was no work with Fisher  
17 Friedman until the Wingfield project was proposed?

18 A I believe so. I really don't know if they had  
19 any other communications over the years. Tony's son,  
20 Tom, works for one of our current clients so there may  
21 have been certainly knowledge of what Fisher Friedman  
22 was doing that would be discussed between son and  
23 father.

24 Q Okay.

25 So Tony Iamesi's son worked for a builder or



1 developer?

2 A He works for a non-profit developer.

3 Q That Fisher Friedman was working with?

4 A Correct, and works with.

5 Q And you say that you don't recall that there  
6 was any prior business relationship with Sam Caniglia?

7 A Correct.

8 Q Do you know who approached who with regard to  
9 Wingfield, did they bring the business to you or bring  
10 the idea to you?

11 A I believe that Tony brought the subject of the  
12 potential project to Rodney's attention, yes.

13 Q It was to Rodney's attention that he brought  
14 it?

15 A Yes.

16 Q That would be Rodney Friedman?

17 A Correct.

18 Q Was there a meeting that was held that got this  
19 whole thing started?

20 A Yes.

21 Q Do you remember when that meeting was?

22 A No.

23 Q Did you attend that meeting?

24 A I attended a very, very early meeting. I think  
25 it was the first one, but I'm not positive.

1 Q Who else was in attendance at that meeting?

2 A The meeting that I remember attending would  
3 have included Nathan, Rodney, me, Tony and I think Sam.  
4 I don't remember anybody else.

5 Q Where did that meeting take place?

6 A That meeting took place at our office in  
7 Emeryville.

8 Q Was the principal topic of discussion at that  
9 meeting the possibility of doing this project in Reno?

10 A Yes.

11 Q Whom did you understand Tony and Sam were  
12 representing at that time?

13 A I don't know if I paid any attention to any  
14 part of that particular discussion. I think that  
15 Consolidated was mentioned. I don't remember if BSC was  
16 mentioned at that time. It's been a long time.

17 Q Those entities Consolidated -- Do you remember  
18 what the full name of Consolidated was?

19 A No.

20 Q Consolidated and BSC were companies that you  
21 were unfamiliar with up until that point?

22 A Correct.

23 Q How far did you get in the first meeting, was  
24 there a discussion of the scope of the project?

25 A I believe so, but I really don't remember all

1 of what we talked about.

2 Q Do you recall anything about what was said  
3 about the scope of the project?

4 A I think, but I could be confusing which  
5 meetings things occurred in, that they brought in --  
6 that Sam or Tony brought in sort of a scope concept  
7 either in their heads or on paper about how many units,  
8 the type of building they wanted to do, the type of  
9 project they wanted to do, the types of services they  
10 wanted to include otherwise there wouldn't have been  
11 much point in having the conversation. They would have  
12 just said hey, we want to do a project in Reno and we  
13 don't know what the project is. So I'm assuming that  
14 they actually did have some of that as part of that.

15 Q I understand, Mr. Steppan, that often we fill  
16 in the blanks in our memory by assuming what must have  
17 happened, because you wouldn't, as you say, have had the  
18 meeting without some detail, but what I would like you  
19 to do is concentrate on what you do recall actually  
20 rather than what you think must have occurred because of  
21 the context.

22 A I understand.

23 Q To your recollection was this project always  
24 contemplated to be a high rise mixed use residential  
25 project?

1 A Yes.

2 Q So the general concept, as I defined it there,  
3 was consistent from the first time you heard about the  
4 project until things fell apart?

5 A Definitely.

6 Q What did you know about the abilities of either  
7 of these people, Mr. Iamesi and Mr. Caniglia, about  
8 their ability to build such a project?

9 A I didn't know anything about their abilities  
10 one way or the other.

11 Q Do you recall any discussion at that meeting  
12 about other projects that they had done like this?

13 A No, I don't remember.

14 Q Was there any discussion at that first meeting  
15 or the early meeting which you attended about how the  
16 project would be financed?

17 A I don't remember any discussions on it.

18 Q Do you recall anything else that you talked  
19 about other than the fact that it was going to be a high  
20 rise mixed use residential project?

21 A I'm pretty sure the location of it was  
22 discussed alongside the Truckee River, so the actual  
23 site was talked about versus just some project somewhere  
24 in Reno, but really beyond that I can't say with  
25 certainty what we all talked about at that particular

1 meeting.

2 Q Was there discussion about the schedule as to  
3 when construction was -- when the builders wanted to  
4 begin building?

5 A I don't remember.

6 Q Or any discussion about any entitlement issues  
7 that might exist?

8 A Not at that time that I remember.

9 Q So when you walked out of that meeting, what  
10 was your understanding as to whether there had been any  
11 understandings or agreements reached?

12 A I don't think I could really say what I  
13 remember when I left that particular meeting and be  
14 accurate about it.

15 Q Did you understand at that early stage that  
16 your firm was being considered for this project along  
17 with others?

18 A I don't remember any others being mentioned.

19 Q So you don't recall whether or not Mr. Caniglia  
20 and Mr. Iamesi thought they would be consulting with  
21 other architects?

22 A I did not get the impression they were going to  
23 be consulting with other architects.

24 Q To your knowledge was there any other firm that  
25 bid on the project or were consulted prior to the --

1 A Not to my knowledge.

2 Q -- prior to the time of agreeing to go with  
3 your firm?

4 A Not to my knowledge.

5 Q Was there discussion during that early meeting  
6 that you attended about the terms under which the  
7 architects would take on this project?

8 A If by terms you mean that a fee would be based  
9 on a percentage of construction costs as a typical  
10 method, I don't remember if it was discussed at that  
11 meeting.

12 Q Okay.

13 A Certainly it was at some point and fully  
14 understood that that was the typical and accepted method  
15 of proceeding.

16 Q At that point in the history of Fisher Friedman  
17 was that the normal type of arrangement that was made  
18 for construction projects?

19 A That's normal in most instances and not just  
20 Fisher Friedman.

21 Q Well --

22 A It's standard.

23 Q My question was, was it with Fisher Friedman?

24 A Sure.

25 Q You think that was made clear early on?

1 A I believe that was discussed early on, yes.

2 Q Was there any discussion then about whether  
3 Fisher Friedman could do this work in Nevada?

4 A I don't remember any particular discussions,  
5 no.

6 Q Do you know where you were in your licensing  
7 application/renewal process?

8 A I imagine I was licensed, but I don't know the  
9 exact timing so I don't want to give you a date.

10 Q Okay.

11 Have you reviewed any documents to prepare for  
12 giving this deposition today?

13 A I'm sorry?

14 Q Have you reviewed any documents to prepare for  
15 this deposition today?

16 A I don't think I actually reviewed anything to  
17 prepare for this particularly, no.

18 The only thing I read recently was Dr.  
19 Iliescu's deposition just because I hadn't read it  
20 previously.

21 Q So you didn't spend any time in the last 60  
22 days looking through your file?

23 A Not in preparation for a deposition.

24 Q Did you for some other purpose?

25 A I had to go through files in order to respond

1 to a request for documents. Other than that, no, I have  
2 been doing lots of other stuff.

3 Q Okay.

4 You reviewed Dr. Iliescu's deposition. Did you  
5 review any other depositions?

6 A I can't remember if I actually read through  
7 some of the other previous ones. I don't think I have  
8 seen any other recent ones of the other attorneys that  
9 were deposed.

10 Q You don't recall if you reviewed your earlier  
11 deposition?

12 A Yes, I believe I reviewed mine. That was quite  
13 a while ago. I thought you meant more recently.

14 Q I did.

15 So you haven't reviewed your deposition in the  
16 last 60 days or so?

17 A No.

18 Q You reviewed it shortly after it was given, I  
19 presume?

20 A After I received it.

21 Q Which I presume came pretty quickly after it  
22 was given or maybe not?

23 A It came within a reasonable time frame, but I  
24 don't know if I would have termed it quickly.

25 Q When you reviewed your deposition did you make



1 any changes to it?

2 A No.

3 Q Other than Dr. Iliescu's deposition that was  
4 taken more recently and yours that was taken some time  
5 ago, have you reviewed any other depositions?

6 A I frankly don't remember if I have or not. I  
7 don't think so.

8 Q For instance, have you ever read Mr.  
9 Snelgrove's deposition?

10 A I don't believe so.

11 MR. GRUNDY: Let's take a break right now.

12 (A recess was taken.)

13 BY MR. GRUNDY:

14 Q Who negotiated the contract between the  
15 architect and the developer on the Wingfield project?

16 A On Fisher Friedman's end of things or both  
17 sides or multiple sides?

18 Q Let's start with the architectural firm's side?

19 A Nathan, Rodney and myself worked on it.

20 Q The three of you all worked on the negotiation  
21 of it?

22 A We all participated in the discussions and the  
23 e-mails and the phone conversations, not necessarily all  
24 at the same time.

25 So the negotiation is a broad -- I mean, it's

1 more than a five minute deal so --

2 Q Would changes in proposed terms require the  
3 agreement of the three of you or could any one of you  
4 agree to such changes?

5 A They would have to be agreed to by Rodney and  
6 I.

7 Q So although Nathan was involved in discussions  
8 and meetings, it was kind of up to you and Rodney as to  
9 what terms would be accepted?

10 A Correct. He would certainly have opinions, but  
11 he wouldn't be casting a deciding vote.

12 Q Is there any way that you can identify when  
13 that first meeting was that you attended?

14 A No.

15 Q I have been through all 6,000 and some  
16 documents that you produced in response to a request for  
17 production and in your initial disclosure, and I don't  
18 find any notes of that meeting or records of it in any  
19 form. Do you know if any such record exists?

20 A No, I don't know.

21 MR. GRUNDY: I will show you what we will mark  
22 as Exhibit 1 to this deposition, just because it follows  
23 the convention of what we have done in the past.

24 (Exhibit 1 was marked.)

25 ///

1 BY MR. GRUNDY:

2 Q I would ask you if you recognize Exhibit 1?

3 A I have seen this before.

4 Q I would tell you that it is possible that I  
5 missed it, because there was no discernible  
6 chronological order in the documents that we got, but I  
7 believe this was the first written proposal that was  
8 made by anyone to the other with regard to the contract.

9 Do you agree?

10 A I don't agree or disagree. I don't know.

11 Q Who drafted this letter?

12 A Probably Nathan and I drafted it.

13 Q Is it a standard form proposal that you use in  
14 your firm?

15 A There is not one standard proposal form, and if  
16 I can interrupt for one second, this has the correct  
17 spelling of Tony Iamesi's name on the document, if you  
18 wish to correct the other spelling.

19 Q This is the correct spelling?

20 A I believe so.

21 Q I-a-m-e-s-i?

22 A Um-hum.

23 Q So this was drafted, you think, by you and  
24 Nathan Ogle?

25 A That is what I remember.

1 Q Did you have discussions with Rodney Friedman  
2 about the essential terms?

3 A I don't remember if I did. I'm sure that  
4 Nathan did.

5 Q So was it Nathan who actually sat down at a  
6 computer and prepared this writing?

7 A Probably.

8 Q And would he have prepared it from an earlier  
9 form or would he have started from scratch?

10 A I don't really know what he did. He could have  
11 done either. He may have had sort of a proposal thing  
12 in his head that he wanted to use. He might have found  
13 something else.

14 Q Did the three of you discuss the terms that are  
15 set forth herein before it went out, by the three of you  
16 I mean Rodney Friedman, you, and Nathan Ogle?

17 A I assume so, but I don't remember specifically.  
18 Again that is a memory thing.

19 Q Do you know how long after that meeting that  
20 you attended October 25th occurred?

21 A No.

22 Q Do you know if there was any work performed by  
23 anyone within Mark B. Steppan, AIA or Fisher Friedman  
24 prior to the 25th of October 2005?

25 A Any work performed?

1 Q Yes.

2 A I really don't remember. I couldn't say.

3 Q This proposal describes five specific steps,  
4 does it not?

5 A Under scope there are five phases listed,  
6 correct.

7 Q And do you know if that changed in the final  
8 document?

9 A I don't believe so.

10 Q Where did the information come about the  
11 schedule section? I know where the last sentence came  
12 from. Where did the rest of it come from?

13 A I imagine it came from conversations with Sam  
14 and Tony.

15 Q Do you recall that that was the developer's  
16 desire that completion of all of the architectural work  
17 be done within eight months?

18 A I don't know if it was his desire or the time  
19 frame that was discussed as reasonable given his desires  
20 and what one would have to do to get the approvals.

21 Q In this document dated October 25th is the  
22 proposal for a 5.75 percent total construction cost as  
23 being the architect's fee. Do you see that?

24 A Yes.

25 Q Was there ever any other percentage negotiated

1 or discussed among the parties?

2 A I believe there was a slightly higher rate  
3 discussed initially. This was the rate that was agreed  
4 to. I don't remember what the other rate might have  
5 been exactly.

6 Q Is this a standard rate that is used within  
7 your firm or was it in 2005?

8 A That is a pretty standard rate given the scope  
9 of the project, and it's not within our firm. It's  
10 based on standards that you can get out of Canada or  
11 other architects or other things. That is a fairly  
12 standard rate for work of this scope.

13 Q All right.

14 By this scope you mean the size of the project?

15 A Correct.

16 Q Did you have some idea as to what the total  
17 construction costs on this project would be in October  
18 of 2005?

19 A I don't remember specifically. I imagine so.

20 Q So you think you might have discussed the 5.75  
21 percent figure and another higher figure that you can't  
22 recall?

23 A Um-hum, yes.

24 Q Is the cost plus 15 percent a common term in  
25 FFA contracts?

1 A For reimbursables, for example?

2 Q Yes.

3 A Yes, that is standard.

4 Consultants generally range from 1.10 to 1.15  
5 for mark-ups on their reimbursables as well.

6 Q How was the list of consultants retained by the  
7 architects derived as opposed to other consultants  
8 retained at the owner's expense?

9 A It was derived from experience and discussions.

10 Q So was it negotiated?

11 A I'm sure it was discussed with them. I don't  
12 know that it required negotiation.

13 Q But what I'm trying to get at here is I'm  
14 trying to understand how this negotiation went and I'm  
15 trying to determine the extent to which the terms that  
16 are set forth on October 25th are, in fact, proposals as  
17 described in the first sentence or do they include terms  
18 which have been the result of discussions upon which  
19 there was an agreement.

20 So my question is do you believe there was an  
21 agreement as to the consultants retained by the  
22 architects vis-a-vis the owners prior to this proposal  
23 or was this the first time this was addressed?

24 A I don't remember for sure. It's reasonable to  
25 expect that the extent of consultants was discussed.

1 I'm pretty sure we did discuss it, even early on in the  
2 meetings as some of the types of consultants that we  
3 might retain versus ones that Tony and Sam might retain.  
4 Some of these are very standard for the owner to be  
5 picking the tab up on.

6 Q Do you think you knew in October of 2005 that  
7 Tony Iamesi and Consolidated Pacific Construction were  
8 not the owner of this project?

9 A I don't really remember. I could say I think  
10 so, but that could be, you know, given everything that  
11 has occurred from there to now. I don't know for sure  
12 at that time. They may have certainly said we're in the  
13 process of purchasing this land.

14 Q You don't know whether that occurred --

15 A I just don't remember if that occurred.

16 Q -- early on or not?

17 A I imagine it did, because we asked where is the  
18 land and blah, blah, blah, and it's reasonable to  
19 assume, but I can't remember exactly the discussions  
20 would have included that knowledge.

21 Q Was Consolidated Pacific Construction, Inc.  
22 owned by Tony Iamesi in October of 2005?

23 A My understanding at the time was that Tony  
24 worked for Sam and Consolidated was more Sam's, but how  
25 much ownership or anything I didn't know.



1 Q So you think that Sam Caniglia was an owner of  
2 Consolidated Pacific?

3 A That is what I understood.

4 Q Did you understand that Anthony Iamesi was as  
5 well or that he was not an owner?

6 A I didn't really think about it. I just assumed  
7 he worked for Sam.

8 Q Do you remember why this was addressed to Tony  
9 rather than Sam?

10 A No.

11 Q In the last sentence on page 2, which is  
12 Steppan 3051, it identifies a project number, and this  
13 is the project number used within Fisher Friedman  
14 Associates?

15 A Correct.

16 Q I see you give two alternatives. It could be  
17 0515 or 0515-R. I presume the R stands for Reno?

18 A No.

19 Q What does it stand for?

20 A 0515 is the base job number. 0515-R is  
21 reimbursables. Reimbursables are tracked separately  
22 than base fee.

23 Q So this became project number 515?

24 A 0515.

25 Q There is a difference?

1           A     Sure, 05 is 2005. So it's thought of as 0515.  
2     I mean technically we wouldn't reach 5,000 years, but  
3     you know.

4           Q     Did Fisher Friedman number its projects  
5     sequentially?

6           A     Yes.

7           Q     This proposal is made on behalf of an entity  
8     called Mark Steppan, AIA. Did Mark Steppan, you, ever  
9     form a business entity or is this just your name being  
10    used as an individual?

11          A     It's my name being used as an individual as the  
12    licensed architect in Nevada.

13          Q     Did you understand that you were contracting as  
14    an individual?

15          A     I don't know if I thought about it  
16    specifically.

17          Q     The proposal that you send, and you can take a  
18    look at the first page of it, if you would like, which  
19    begins on page 3053, is basically the 1997 AIA form, is  
20    it not?

21          A     Yes, it looks a B141.

22          Q     It doesn't look like it was filled out.

23          A     No, based on executing a B141. This was just  
24    an early copy of it so they could see what it was.

25          Q     You wanted to supply them with the form the

1 contract would take?

2 A Correct.

3 Q But the provisions that are set forth in the  
4 letter are not carried forward into the form?

5 A That form hasn't been updated to match the  
6 specifics of the proposal.

7 Q All right.

8 Do you think this form was sent out on or about  
9 the 25th of October?

10 A I believe so.

11 Q When was a contract signed?

12 A I don't remember off the top of my head. It  
13 took a while to execute.

14 Q I'm going to show you a little bit later a  
15 contract that was signed by your client, at least, on  
16 the 21st of April.

17 A Okay.

18 Q Does that sound right?

19 A Sounds about right.

20 Q Okay.

21 The contract includes as Exhibit A your 2005  
22 master fee schedule. Do you see that? It's I think the  
23 third page down, 2052.

24 A Okay.

25 Q Were these the rates that were in effect for

1 these particular titled individuals in October of 2005?

2 A These are the rates that would be assigned to  
3 those descriptions.

4 Q Was this a fee schedule that was used on all  
5 projects that were done in 2005?

6 A Yes. In fact, this fee schedule hasn't  
7 changed since '03. Those numbers haven't gone up.

8 Q Don't feel bad, neither have mine.

9 Do you know what response you got from Mr.  
10 Iamesi to this letter?

11 A No, I don't remember.

12 Q Was there some time that occurred --  
13 Understanding that you didn't actually sign the  
14 agreement, both sides sign the agreement until April,  
15 but did you understand all along that Fisher Friedman  
16 was going to be the architect for this project?

17 A Well, technically I'm the architect for the  
18 project and Fisher Friedman was acting as the design  
19 consultant. That is technically the relationship.

20 Q Did you understand all along that technically  
21 Mark Steppan was going to be the only architect  
22 negotiating for this project?

23 A It's complicated and it's normal in this type  
24 of instance that you have one person as part of the firm  
25 that is licensed in the state that you're doing the

1 project in. They are not the only person doing the  
2 negotiation, but if you're trying ask the question did I  
3 know that things were going under my name, the answer is  
4 yes.

5 Q Did you not think that you were the only  
6 contracting party on this architectural project?

7 A No, I'm the contracted party.

8 Q You're the only contracted party, are you not?

9 A Yes, correct.

10 Q You understood that back in 2005?

11 A Um-hum.

12 Q Yes?

13 A Yes.

14 Q You understood that you were the only one who  
15 would be held responsible for the architect's  
16 obligations under this contract?

17 MS. KERN: I'm going to object. I don't quite  
18 understand your question. I don't know if Mr. Steppan  
19 does. When you say obligations, what do you mean by  
20 obligations?

21 BY MR. GRUNDY:

22 Q Well, you understood that as the contracting  
23 party, you, Mark Steppan, the individual, was the only  
24 person who was responsible to the other party to this  
25 contract to do the things that were required under this

1 contract, did you understand that?

2 A I'm not sure how best to answer the question,  
3 because there is still technically a relationship  
4 between me as an employee and Fisher Friedman  
5 Associates.

6 Q We will talk about that relationship in a  
7 minute and whatever side agreements there might have  
8 been, but I'm just talking about what you understood was  
9 the import of making this proposal on October 25th,  
10 2005, and my question to you again is did you understand  
11 that you were the individual who was responsible for  
12 performing the architect's obligations with respect to  
13 your contracting parties, in this case Consolidated  
14 Pacific Construction?

15 A I suppose so.

16 Q And this is, as I understand from an earlier  
17 discussion, the very first such contract you as an  
18 individual had ever entered into?

19 A No, it's the first contract that has been under  
20 my name for Fisher Friedman -- with Fisher Friedman  
21 Associates.

22 You're including the potential of doing work  
23 outside of the office at some other time for my own  
24 business or anything else. So I don't know that I ever  
25 did a contract, but I'm just clarifying you're talking

1 about Fisher Friedman.

2 Q Then we do need to do some clarification.

3 Have you ever worked under your own name as an  
4 architect since you became registered as an architect in  
5 California?

6 A I have designed some houses, did not do the  
7 construction documents on them.

8 Q Have you signed a contract where the architect  
9 of record was not Fisher Friedman, but Mark Steppan?

10 A I suppose we didn't have a signed contract to  
11 do that particular work.

12 Q You're saying you may have provided  
13 architectural services for friends or associates or  
14 even, heaven forbid, family members?

15 A Yes, I have done some design work.

16 Q But prior to --

17 A But this would be the first contract that I  
18 signed like this.

19 Q Had you ever charged fees to an architectural  
20 client other than through Fisher Friedman prior to this  
21 project?

22 A Yes.

23 Q And you had done that on the basis of some  
24 unwritten contract?

25 A There was a written agreement. There wasn't an

1 AIA contract.

2 Q I'm sorry, sir, I'm confused and I just need to  
3 understand.

4 Have you entered into any sort of a written  
5 contract, you, Mark Steppan as an individual with any  
6 client for the provision of architectural services?

7 A Yes.

8 Q On how many occasions?

9 A I think one.

10 Q What were the circumstances of that occasion?

11 A I did the design on two spec houses in  
12 California.

13 Q When was that?

14 A I don't remember, probably '04 through '06,  
15 something like that.

16 Q Did you have a financial interest in the  
17 project other than as an architect?

18 A No.

19 Q Was there some relationship between you and the  
20 client?

21 A Someone I knew, but no relationship.

22 Q So it was a business associate or a personal  
23 associate?

24 A More of a personal associate than a business  
25 associate.



1 Q And you entered into an agreement to provide  
2 these services, but was it or was it not written?

3 A I believe there was a written agreement to do  
4 the design services, yeah.

5 Q I'm sorry, about when was that?

6 A I think it was '04 through around '06.

7 Q So it was right about the same time as this  
8 one?

9 A Yeah, if my memory is correct.

10 Q And why did you enter into a contract as an  
11 individual in California at a time when you were a  
12 corporate officer and senior employee of Fisher  
13 Friedman?

14 A Because I was doing work for this person who  
15 was a friend of Rodney's to help him design some houses  
16 and they were done on the side, not on Fisher Friedman  
17 time.

18 Q Why was that?

19 A Because that is what he wanted to do.

20 MR. WILSON: Who, if I can ask?

21 BY MR. GRUNDY:

22 Q That is what Rodney wanted to do?

23 A The client wanted to design some homes and it  
24 was less expensive for him to use an individual than to  
25 use Fisher Friedman to do that work.

1 Q So Rodney asked you to provide that service at  
2 a lesser cost?

3 A No, he and I talked to the client and it was  
4 elected that I would design the work so that the client  
5 would have less expensive fees. It was less cost to the  
6 developer.

7 Q And that was because Fisher Friedman employees,  
8 other than you, were not going to work on it?

9 A As I said, I worked on it as an individual  
10 outside of Fisher Friedman Associates. No one else was  
11 going to work on it within the office, because what we  
12 would have charged would have been too high of a rate  
13 for this gentleman to afford to do the project.

14 Q Okay.

15 So you agreed with this client to help him  
16 design two houses that he was building?

17 A Correct.

18 Q You entered into a written agreement with him  
19 to be the architect of record?

20 A No, to design two houses. I was not the  
21 architect of record as I did not do the construction  
22 documents.

23 Q So you just did the design work on those two  
24 houses?

25 A Correct.

1 Q And the design work that you did was for the  
2 purposes of what? Why would you have not also done the  
3 construction drawings?

4 A I didn't have the time to spend doing the full  
5 construction drawings outside of the office and the fee  
6 that I wanted to charge, given that I would have to do  
7 it off hours and on weekends, was larger than he wanted  
8 to pay. So he elected to hire another firm who could  
9 work on it during business hours.

10 Q So somebody else took your design concept;  
11 correct?

12 A Correct.

13 Q And did the construction drawings and whatever  
14 the architect did with regard to contract  
15 administration?

16 A Yes, I don't know if there was any.

17 Q Okay.

18 And in that instance did you bill this client  
19 yourself?

20 A Yes.

21 Q And the income came to you and you didn't share  
22 it with Fisher Friedman?

23 A Correct.

24 Q Or with any individuals within Fisher Friedman?

25 A Correct.

1 Q And that is the only time you have ever done  
2 that during your time at Fisher Friedman --

3 A I think so.

4 Q -- where you have entered into a written  
5 agreement to do architectural work not through Fisher  
6 Friedman?

7 A I think so.

8 Q Okay.

9 Other than that instance, the only time that  
10 you have entered into a written contract with anyone  
11 directly was on the Wingfield project?

12 A Yes.

13 Q Now, I presume -- Well, let me not presume.

14 Was the intention back in October of 2005 that  
15 if you were to get a signed contract the money from that  
16 contract would be paid to Fisher Friedman?

17 A Yes.

18 MR. GRUNDY: In your earlier deposition -- She  
19 is going to bring lunch in so let's take a break. I'm  
20 going to stop here in mid sentence.

21 MS. KERN: Okay.

22 MR. GRUNDY: I don't want the distraction while  
23 I'm asking questions while people are bringing things in  
24 and out.

25 (A recess was taken.)

1 BY MR. GRUNDY:

2 Q We were talking, I think, at the break about  
3 your understanding of the effect of the contract that  
4 was being proposed in which you were the only party on  
5 one side of the agreement, which was Exhibit 1 which was  
6 the proposal that was made.

7 I want to talk to you a little bit about what  
8 you did in order to put yourself in that position. You  
9 wrote the letter of October 25th, Exhibit Number 1, on  
10 letterhead Mark B. Steppan, AIA, CSI, NCARB, Architect  
11 listing the Park Avenue address in Emeryville. Had this  
12 letterhead existed before October 25th, 2005?

13 A I don't know. It was done for this project.

14 Q What else did you do to make the  
15 representations as to the fact that you were the  
16 architect of record? Did you make business cards?

17 A I made a few.

18 Q Did you buy the letterhead or did you just  
19 print this out as needed as part of the printing  
20 process?

21 A It's just done as needed as an electronic file.

22 Q Same with the business cards or did you have  
23 them made up?

24 A I think we did them internally.

25 Q I think we talked about it earlier, you did

1 nothing to incorporate or form a business association?

2 A Correct.

3 Q Did you purchase insurance in the name of Mark  
4 Steppan, Architect?

5 A No.

6 Q Did you make any changes to the Fisher Friedman  
7 insurance policy to represent, or I mean to reflect that  
8 you were going to be taking on projects in your own  
9 name?

10 A I don't remember if something was done. It's  
11 possible.

12 Q If something were done, what was it?

13 A I don't remember. It might have been adding my  
14 name on as an individual. I don't really remember.

15 Q Did you pay an extra fee for that?

16 A No.

17 Q Is there anything else that you did to create  
18 the impression of a separate existence of Mark Steppan,  
19 Architect?

20 MS. KERN: I'm going to object to the use of  
21 the term impression. I don't know what that means.

22 BY MR. GRUNDY:

23 Q Well, we can argue about what the effect of  
24 doing a letterhead is or not, but it doesn't matter.

25 Did you notify the California architectural

1 board that you were doing business under your own name?

2 A No.

3 Q Did you investigate as to whether or not that  
4 was required?

5 A I don't remember if someone -- if that was  
6 investigated separately. I don't believe it's required.

7 Q Did you investigate what was required in Nevada  
8 in order for you to enter into contracts there?

9 A Yes.

10 Q What did you do?

11 A I looked online and talked to the Nevada state  
12 board to determine what was required to perform work in  
13 Nevada as an individual or as a company.

14 Q You looked online?

15 A Yeah, you can find requirements out from the  
16 Nevada blah, blah, blah.org.

17 Q So did you determine that there was something  
18 that you needed to do in Nevada in order to enter into  
19 contracts here?

20 A I learned that I could do work in Nevada being  
21 a licensed architect in Nevada and that Fisher Friedman  
22 by themselves, not using me, could not because Fisher  
23 Friedman are not currently licensed in Nevada.

24 Q All right.

25 Did you look into the possibility of

1 registering the firm?

2 A Yes.

3 Q And what did you do to look into that?

4 A Talked to the board.

5 Q What did you find out about whether you could  
6 register the firm?

7 A If I remember correctly, it would have required  
8 that Rodney also be licensed in Nevada and I don't  
9 remember if there was an issue with Fisher or not.

10 Q Well, in 2005 was Fisher still active in the  
11 firm?

12 A No, he wasn't.

13 Q Was he an owner of the firm?

14 A No.

15 Q Was he ever an owner?

16 A Yes.

17 Q So he had given up his ownership interest in  
18 the firm?

19 A Yes.

20 Q He wasn't working for the firm?

21 A Yes.

22 Q Did you determine that there may be problems  
23 with Fisher Friedman doing business in Nevada with a  
24 retired, non-owner in the letterhead, was that an issue  
25 that you looked into?



1           A     I'm sorry, I don't understand the question as  
2     it relates to what is being asked here.

3           Q     Well, did you determine whether or not it was a  
4     problem?

5           A     When?

6           Q     In 2005 when you were thinking about entering  
7     into this contract?

8           A     Yes, it was looked into and it was determined  
9     that Fisher Friedman Associates as a firm was not going  
10    to be easily licensed as that firm name in Nevada.

11          Q     And you told me that part of that reason was  
12    because of Fisher's not being --

13          A     I said -- No, what I said was I was not sure if  
14    that was part of it as well.

15          Q     Did you discuss that with the board?

16          A     Yes, all issues were discussed with the board  
17    in terms of what the requirements were for having a  
18    corporation be licensed in the state.

19                 For example, and I know we're not normally  
20    supposed to continue to explain, but Oregon if you have  
21    names in a firm's name, all those names must be active  
22    participants in the firm and be licensed in that state.  
23    That is different than Nevada.

24          Q     That is what I thought you were suggesting that  
25    you looked into it in Nevada. Did you look into that

1 issue in Nevada?

2 A I have already said yes.

3 Q Anything else that you had to do in order to  
4 make it clear that you were entering into this contract  
5 individually?

6 A I don't know that there was anything else that  
7 needed to be done.

8 Q What was your expectation in October of 2005 as  
9 to how the payments under this contract would be  
10 handled?

11 A The payments would be made to Fisher Friedman  
12 Associates as discussed and approved by our client. I  
13 could elect whoever I want to receive the payments.

14 Q Did you explore whether that was the case?

15 A Explore whether what was the case?

16 Q Did you explore whether that was acceptable to  
17 the state architect board?

18 A Yes.

19 Q That you could allow Fisher Friedman, your  
20 employer, to take in all of the funds?

21 A Yes.

22 Q And did you enter into any sort of agreement or  
23 understanding with the firm about how those funds once  
24 received would be distributed?

25 A No written agreement was made.

1 Q That wasn't my question.

2 Did you enter into an agreement or  
3 understanding?

4 A The understanding was that Fisher Friedman  
5 would get the monies on the project.

6 Q And then how would it be distributed after  
7 that?

8 A As part of Fisher Friedman's income.

9 Q Let's talk, then, about how that would happen  
10 if this project had been in California. Under the terms  
11 of your employment were you paid a salary or a  
12 performance based compensation?

13 A Salary.

14 Q So it was a straight salary?

15 A Yes.

16 Q With bonuses?

17 A No.

18 Q Was that to be the case with this Nevada  
19 contract?

20 A Yes.

21 Q Did you have any expectation either in your own  
22 mind or based upon what you were told by anyone else  
23 that you would enjoy some additional financial benefit  
24 by virtue of the fact that you were being the architect  
25 of record on the Reno job?

# EXHIBIT 8

# EXHIBIT 8

ON 2/20/08

Entered on Docket  
February 21, 2008  
Hon. Gregg W. Zive  
United States Bankruptcy Judge

STEPHEN R. HARRIS, ESQ.  
BELDING, HARRIS & PETRONI, LTD.  
Nevada Bar No. 001463  
417 West Plumb Lane  
Reno, Nevada 89509  
Telephone: (775) 786-7600  
Facsimile: (775) 786-7764

Attorney for Debtor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

\*\*\*\*\*

IN RE:

BSC INVESTMENTS LLC,  
an Oregon limited liability company,

BK-N-07-50477  
(Chapter 11)

**STIPULATION AND ORDER TO  
DISMISS VOLUNTARY  
CHAPTER 11 PETITION**

Debtor.

Hrg. DATE: N/A  
and TIME:  
Est. Time:  
Set By:

COMES NOW, BSC INVESTMENTS LLC, an Oregon limited liability company, by and through its attorney of record STEPHEN R. HARRIS, ESQ., of BELDING, HARRIS & PETRONI, LTD., and CALVIN BATY, as Member of Baty Investments, LLC, a Member of Baty Schleining Investments, LLC, the 66.67% Member of BSC Investment LLC; JOHN SCHLEINING, as Member of Baty Schleining Investments, LLC, the 66.67% Member of BSC Investments LLC; and Samuel Caniglia, President of Consolidated Pacific Development, Inc., the 33.33% Member of BSC Investments LLC, and John Iliescu Jr., and Sonnia Iliescu and the John Iliescu Jr. and Sonnia Iliescu

1 1992 Family Trust, by and through their attorney, SALLIE ARMSTRONG, ESQ. of DOWNEY  
2 BRAND, LLP; and the United States Trustee, by and through its counsel WILLIAM B. COSSITT,  
3 ESQ., and stipulate and agree as follows:

4 1. A Voluntary Petition for Relief under Chapter 11 of Title 11 of the United States  
5 Code was filed herein on April 25, 2007. No trustee has been appointed and Debtor acts as  
6 Debtor-In-Possession herein.

7 2. The Debtor's primary asset at the time of the commencement of this case was its right  
8 to purchase certain real property pursuant to a Land Purchase Agreement. On June 22, 2007, the  
9 Debtor filed its MOTION TO ASSUME EXECUTORY CONTRACT PURSUANT TO 11 U.S.C.  
10 §365 ("Motion to Assume") and the Court verbally approved the Motion to Assume on August 27,  
11 2007, at 2:00 p.m., subject to certain deadlines to be reviewed at a status conference to be held on  
12 September 27, 2007. At the status conference held on September 27, 2007, the Court confirmed  
13 that the Debtor had until October 25, 2007 to perform its obligations under the Land Purchase  
14 Agreement. The Debtor made all possible efforts to perform by said deadline, but was not  
15 successful.

16 3. On December 7, 2007, this Court entered its ORDER GRANTING DEBTOR'S  
17 MOTION TO ASSUME EXECUTORY CONTRACT PURSUANT TO 11 U.S.C. §365, which  
18 stated that if the Debtor did not perform its obligations under the executory contract by October 25,  
19 2007, the Chapter 11 case would be dismissed.


20 4. Accordingly, the parties hereto stipulate and agree that the above-captioned Chapter  
21 11 case of BSC INVESTMENTS, LLC, an Oregon limited liability company, is hereby dismissed,  
22 without prejudice.

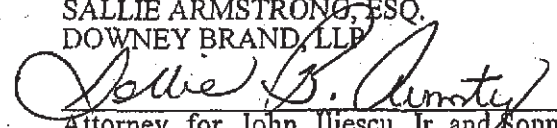
23 DATED this 6<sup>th</sup> day of December, 2007.

DATED this 2<sup>nd</sup> day of December, 2007.

24 STEPHEN R. HARRIS, ESQ.  
BELDING, HARRIS & PETRONI, LTD.

SALLIE ARMSTRONG, ESQ.  
DOWNEY BRAND, LLP

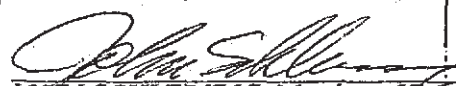
25   
26 Attorney for Debtor

  
27 Attorney for John Ilescu Jr. and Sonnia  
28 Ilescu and the John Ilescu Jr. and Sonnia  
Ilescu 1992 Family Trust

1 DATED this 6 day of December, 2007.

DATED this \_\_\_\_ day of December, 2007.

2 SEE FAXED SIGNATURE PAGE ATTACHED

3   
JOHN SCHLEINING, Member of Baty Schleining  
4 Investments LLC, an Oregon limited liability  
company, as 66.67 % Member of BSC  
5 INVESTMENTS LLC, an Oregon limited liability  
company

WILLIAM B. COSSITT, ESQ.  
Office of the United States Trustee

6 SEE FAXED SIGNATURE PAGE ATTACHED

7 CALVIN BATY, Member of Baty Investments,  
8 LLC, as Member of Baty Schleining  
Investments, LLC, an Oregon limited  
9 liability company, as 66.67 % Member of  
BSC INVESTMENTS LLC

10 SEE FAXED SIGNATURE PAGE ATTACHED

11 SAMUEL CANIGLIA, President of  
12 Consolidated Pacific Development, Inc., a  
Nevada corporation, as 33.33%  
13 member of BSC INVESTMENTS LLC

14 ORDER

15 IT IS SO ORDERED.

16  
17 ###  
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1 DATED this 17 day of December, 2007.

DATED this 7 day of December, 2007.

2 SEE FAXED SIGNATURE PAGE ATTACHED

SEE FAXED SIGNATURE PAGE ATTACHED

3 JOHN SCHLEINING, Member of Baty Schleining  
4 Investments LLC, an Oregon limited liability  
5 company, as 66.67 % Member of BSC  
6 INVESTMENTS LLC, an Oregon limited liability  
7 company

WILLIAM B. COSSITT, ESQ.  
Office of the United States Trustee

8 CALVIN BATY, Member of Baty Investments,  
9 LLC, as Member of Baty Schleining  
10 Investments, LLC, an Oregon limited  
11 liability company, as 66.67 % Member of  
12 BSC INVESTMENTS LLC

13 SAMUEL CANIGLIA, President of  
14 Consolidated Pacific Development, Inc., a  
15 Nevada corporation, as 33.33%  
16 member of BSC INVESTMENTS LLC


ORDER

17 IT IS SO ORDERED.

18 ###




1 DATED this 6 day of December, 2007. DATED this \_\_\_\_ day of December, 2007.

2   
3 JOHN SCHLEINING, Member of Baty Schleining  
4 Investments LLC, an Oregon limited liability  
5 company, as 66.67 % Member of BSC  
6 INVESTMENTS LLC, an Oregon limited liability  
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WILLIAM B. COSSITT, ESQ.  
Office of the United States Trustee

7 CALVIN BATY, Member of Baty Investments,  
8 LLC, as Member of Baty Schleining  
9 Investments, LLC, an Oregon limited  
10 liability company, as 66.67 % Member of  
11 BSC INVESTMENTS LLC

12   
13 SAMUEL CANIGLIA, President of  
14 Consolidated Pacific Development, Inc., a  
15 Nevada corporation, as 33.33%  
16 member of BSC INVESTMENTS LLC

ORDER

IT IS SO ORDERED.

###

1 DATED this \_\_\_\_ day of December, 2007.

DATED this 12 day of December, 2007.

2  
3 JOHN SCHLEINING, Member of Baty Schleining  
4 Investments LLC, an Oregon limited liability  
5 company, as 66.67 % Member of BSC  
6 INVESTMENTS LLC, an Oregon limited liability  
7 company

  
8 WILLIAM B. COSSITT, ESQ.  
9 Office of the United States Trustee

10  
11 CALVIN BATY, Member of Baty Investments,  
12 LLC, as Member of Baty Schleining  
13 Investments, LLC, an Oregon limited  
14 liability company, as 66.67 % Member of  
15 BSC INVESTMENTS LLC

16  
17 SAMUEL CANIGLIA, President of  
18 Consolidated Pacific Development, Inc., a  
19 Nevada corporation, as 33.33%  
20 member of BSC INVESTMENTS LLC

21 ORDER

22 IT IS SO ORDERED.

23 ###

**Receptionist, Reno**

---

**From:** USBC\_NEVADA@nvb.uscourts.gov  
**Sent:** Thursday, February 21, 2008 2:57 PM  
**To:** Courtmail@nvb.uscourts.gov  
**Subject:** 07-50477-gwz Stipulated/Agreed Order

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**U.S. Bankruptcy Court**

**District of Nevada**

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**Case Name:** BSC INVESTMENTS LLC  
**Case Number:** 07-50477-gwz  
**Document Number:** 26

**Docket Text:**

Stipulation and Order To Dismiss Voluntary Chapter 11 Petition (Leavitt, RL)

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**Q:\pdf\8\rno eorders\0750477.pdf

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[1d80b568de77bb6d39bb9adf88861942e3f9611f38856adf059eb05295a9175b2f7a  
bb9a8bebe0ca9c7b4ea68293a06a80204ef22f42247ff226e348a44f0293]]

**07-50477-gwz Notice will be electronically mailed to:**

JAMIE P. DREHER jdreher@downeybrand.com, reno@downeybrand.com

STEPHEN R HARRIS noticesbh&p@renolaw.biz

GAYLE A. KERN gakltd@kernltd.com

U.S. TRUSTEE - RN - 11 USTPRegion17.RE.ECF@usdoj.gov

**07-50477-gwz Notice will not be electronically mailed to:**

BELDING, HARRIS & PETRONI, LTD

RENO, NV 0

SONNIA ILIESCU  
C/O DOWNEY BRAND, LLP  
427 W. PLUMB LANE  
RENO, NV 89509

# EXHIBIT 9

# EXHIBIT 9

## 19 of 54 DOCUMENTS

NEVADA REVISED STATUTES ANNOTATED  
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\*\*\* ARCHIVE MATERIAL \*\*\*

\*\*\* THIS SECTION IS CURRENT THROUGH THE 1991 SUPPLEMENT \*\*\*  
\*\*\* (SIXTY-SIXTH (1991) SESSION) \*\*\*

TITLE 9. MORTGAGES; DEEDS OF TRUST; OTHER LIENS  
CHAPTER 108. STATUTORY LIENS  
MECHANICS' AND MATERIALMEN'S LIENS

*Nev. Rev. Stat. Ann. § 108.234 (1991)*

§ 108.234. Notice of nonresponsibility: Filing by owner or claimant of interest in land

Every building or other improvement mentioned in NRS 108.222, constructed upon any lands with the knowledge of the owner or the person having or claiming any interest therein, shall be held to have been constructed at the instance of such owner or person having or claiming any interest therein, and the interest owned or claimed shall be subject to any lien recorded in accordance with the provisions of NRS 108.221 to 108.246, inclusive, unless such owner or person having or claiming an interest therein shall, within 3 days after he has obtained knowledge of the construction, alteration or repair, or the intended construction, alteration or repair, give notice that he will not be responsible for such improvement by filing a notice in writing to that effect with the county recorder of the county where the land or building is situated; and, in the instance of:

1. A lessor, the notice of lien nonresponsibility shall be deemed timely filed if the same has been filed within 3 days immediately following the execution of the lease by all parties as to that construction, alteration or repair, or intended construction, alteration or repair, known to the lessor at the time of the execution of the lease by all parties.

2. An optionor, the notice of lien nonresponsibility shall be deemed timely filed if the same has been filed within 3 days immediately following the execution of the agreement permitting entry upon the real property by all parties as to that construction, alteration, repair, or intended construction, alteration, repair or other work known to the optionor at the time of the execution of the agreement by all parties.

**HISTORY:** 1965, p. 1163.

**CASE NOTES**

- I. General Consideration.
- II. Owner's Knowledge.
- III. Authorization by Agents or Lessees.

**I. GENERAL CONSIDERATION.**

ONE CLAIMING UNDER A DEED OF TRUST, SIMILAR TO A MORTGAGEE, DOES NOT HAVE TO GIVE A NOTICE OF NONRESPONSIBILITY to protect his priority over subsequent liens. *Aladdin Heating Corp. v. Trustees of Cent. States*, 93 Nev. 257, 563 P.2d 82 (1977).

THE METHOD PRESCRIBED FOR GIVING NOTICE WAS EXCLUSIVE under a former similar statute. An owner could not escape the effect of liens where he had given personal notice of nonresponsibility to a lien claimant instead of



following the then-prescribed method of posting notice. *Rosina v. Trowbridge*, 20 Nev. 105, 17 P. 751 (1888). (Decision under prior similar statute which required physical posting of a notice of nonresponsibility.)

CITED IN: *Fred L. Stanfield Constr. Co. v. Stearns Corp.*, 6 Bankr. 265 (Bankr. D. Nev. 1980).

## II. OWNER'S KNOWLEDGE.

**CORPORATE AGENT'S KNOWLEDGE IMPUTED TO THE CORPORATION.** --Evidence that a corporation which owned reduction works had an agent residing in the vicinity of the premises, who personally visited the reduction works and knew that work was being done and improvements were being made thereon was prima facie sufficient to charge the corporation with knowledge of the fact, and no notice having been given by it that it would not be responsible for the materials and work, it was chargeable with the liens for the material and labor furnished. *Gould v. Wise*, 18 Nev. 253, 3 P. 30 (1884). (Decision under prior similar statute.)

**TERMS OF A LEASE CAN PLACE THE OWNER IN A POSITION OF KNOWLEDGE.** --The fact that the consideration for a lease of a reduction works was that the lessee, at his own cost and expense, make all necessary repairs and improvements in and about the reduction works, and furnish all necessary materials to place it in good condition, and that the money so used, together with that expended in paying taxes and insurance, was to be in full payment and satisfaction for the rent of said premises for the first year, of itself showed knowledge on the part of the corporation of the "intended construction, alteration, or repair," within the meaning of this section. *Gould v. Wise*, 18 Nev. 253, 3 P. 30 (1884). (Decision under prior similar statute.)

**AN OWNER WITH KNOWLEDGE IS ESTOPPED FROM DENYING AUTHORIZATION.** --A property owner who failed to give the required notice of nonresponsibility for the expenses of improvements on this property after gaining knowledge that improvements were in progress was estopped from denying that he authorized the lessee to order the improvements. *Nichols v. Levy*, 55 Nev. 310, 32 P.2d 120 (1934). (Decision under prior similar statute which required physical posting of a notice of nonresponsibility.)

Where the defendant did not file the notice of nonresponsibility provided for in this section, the work each plaintiff performed was deemed to be "at the instance of such owner;" since the plaintiffs were deemed to have a direct contract with the owner, they were not required to deliver the prelien notice specified in NRS 108.245. *Fondren v. K/L Complex Ltd.*, 106 Nev. --, 800 P.2d 719 (1990).

**AN OWNER WHO REQUESTS WORK CANNOT EVADE RESPONSIBILITY.** --A notice of nonresponsibility was not considered effective despite its conformance to statutory requirements where the building was altered with the consent or at the direction of the owner. *Verdi Lumber Co. v. Bartlett*, 40 Nev. 317, 161 P. 933 (1916). (Decision under a prior similar statute which required physical posting of a notice of nonresponsibility.)

**OWNER'S LIABILITY EVEN WHERE EXPENSES WERE NOT FURNISHED AT HIS INSTANCE.** --To constitute the "contractor, subcontractor, architect, builder, or other person", the statutory agent of the owner (see now NRS 108.222), such person must have been employed, directly or indirectly, at the instance of the owner, or his conventional agent. But the interest of the owner may be subjected to lien claims, notwithstanding the fact that labor and materials have not been furnished at his instance, if, knowing that alterations or repairs are being made or are contemplated, he fails to give notice that he will not be responsible therefor. *Gould v. Wise*, 18 Nev. 253, 3 P. 30 (1884). (Decision under prior similar statute.)

The employment of labor or the purchase of materials by the owner of the building or his agent is not necessary to the attaching of lien rights on the part of the laborer or the person who furnished materials; if the owner has knowledge of the same, lien rights are deemed to attach unless the required notice is given. *Peccole v. Luce & Goodfellow, Inc.*, 66 Nev. 360, 212 P.2d 718 (1949). (Decision under prior similar statute.)

## III. AUTHORIZATION BY AGENTS OR LESSEES.

**AUTHORIZING AGENT IS NOT A NECESSARY PARTY.** --The lien laws of this state do not either expressly or by necessary implication require the contractor to be made a party defendant; the laborer or materialman is given the right to sue the owner of the property directly to enforce his lien if the contractor or other person named is the statutory agent of the owner, or, not being the agent of the owner, if the work was done or material furnished with the owner's knowl-

edge and no nonliability notice was published as required by law. *Didier v. Webster Mines Corp.*, 49 Nev. 5, 234 P. 520 (1925). (Decision under prior similar statute.)

**RENTED CHATTEL INSTALLED AS A FIXTURE.** --When an electric sign became a fixture on real property by reason of its attachment thereto, it took on the nature of real property and its owner was bound to timely file a notice of nonresponsibility to protect the sign from being subject to a mechanics' lien recorded in accordance with the provisions of NRS 108.221 et seq. *Young Elec. Sign Co. v. Erwin Elec. Co.*, 86 Nev. 822, 477 P.2d 864 (1970).

**THE OWNER HAS A MANDATORY ACTIVE DUTY OF STRICT COMPLIANCE** if he would be relieved of responsibility under this section, and by failure in compliance he is estopped to deny the authority of his tenant or other person authorizing the improvements, because of which the property must be held subject to lien. *Peccole v. Luce & Goodfellow, Inc.*, 66 Nev. 360, 212 P.2d 718 (1949). (Decision under prior similar statute.)

**NO PERSONAL JUDGMENT AGAINST AN OWNER.** --In action by lienholders against a mine owner to foreclose liens for labor performed by them upon mining property while the said property was under the charge of lessee, it was error for the court to render a personal judgment against the owner for these services, where there was no evidence to show that in contracting for services lessee was acting as the agent in fact for the owner, thus rendering it personally liable upon general principles of law. If lessee was merely the statutory agent, the effect of his acts in employing labor could only operate to charge the property with a lien for such services as were of a lienable character, and could not charge owner with any personal liability. *Didier v. Webster Mines Corp.*, 49 Nev. 5, 234 P. 520 (1925). (Decision under prior similar statute.)

**USER NOTE:** For more generally applicable notes, see notes under the first section of this chapter or title.



- 2) Will the project disturb areas within or adjacent to wetlands, stream environments, major drainageways, or significant hydrologic resources?  
Yes.

(If so, explain the impact(s) and describe proposed mitigating measures. Such environmentally sensitive areas must be shown on the subdivision map.) The project lies within the flood AE and Shaded Zone X of the Truckee River. The proposed uses within the structure that will be located within the flood zone areas are limited to the parking garage, associated with the proposed development.

- 3) Describe the methods for stabilization and/or revegetation of exposed and disturbed soils due to proposed grading activities:  
Areas disturbed due to grading activities will be mitigated through Pedestrian Plaza areas, landscaping and groundcover.
- 4) Does the project trigger an SUP for residential adjacency? If yes, explain how and refer to section for submittal requirements.  
No
- 5) Is the project located on a major arterial?  
No
- 6) Is the project an expansion of an existing facility? Please indicate existing and proposed square footage.  
No

**UTILITES:**

**WATER:**

IS A CONCEPTUAL WATER SUPPLY AND CONVEYANCE STUDY INCLUDED WITH THIS APPLICATION? No

(If no, provide an explanation): Appropriate plans necessary for submission to TMWA were not available until the preparation of this application, Submittal to TMWA will follow the submittal schedule of this application.

- 1) Indicate the source of water, water purveyor, and the estimated water demand for the project: Truckee Meadows Water Authority will serve the project and the estimated water demand for the project will be 94 ± Acre-feet.

**SEWER:**

IS A PRELIMINARY SEWER REPORT INCLUDED WITH THIS APPLICATION?  
A preliminary sewer report was submitted with this application

(If no, provide an explanation): \_\_\_\_\_

- 1) Indicate which entity and facility will provide sewer collection and treatment and provide an estimate of the project generated sewage contribution: TMWRF The project is anticipated to generate 263,000± g.p.d.
- 2) Provide a description of the size, location, and ownership of existing and proposed sewer lines connecting to sewer lines of the sewage treatment provider: A 36" Regional Transmission main located in Island Drive will be connected to for service of the site with a 10" service main.

ALL OTHER UTILITIES:

ARE POWER LINE RELOCATIONS PROPOSED FOR THIS PROJECT? Yes

(If yes, provide an explanation): An overhead line exists, crossing the site from east to west, providing service to an existing structure located on APN 011-112-02 (at 260 Island Drive). This line will be undergrounded with the proposed development and service to the structure at 260 Island Drive will be perpetuated through this undergrounded line.

Provide a description of the type and ownership of existing and proposed public and quasi public utilities proposed to serve the project: Other than the utility providers identified above, Sierra Pacific Power, Charter Communications and SBC are anticipated to provide services to the Wingfield Towers

TRAFFIC:

IS A PRELIMINARY TRAFFIC STUDY INCLUDED WITH THIS APPLICATION? Yes

(If no, provide an explanation): \_\_\_\_\_

- 1) Provide peak hour and average daily traffic volume generation estimates for the proposed project.  
AM Peak – 255, PM Peak – 391, ADT – 3,471±
- 2) Identify potential impacts to existing and proposed streets, intersections, and major transportation corridors affected by the project and describe mitigating measures proposed:  
This question will be addressed through an expanded traffic analysis, recently scoped with the City of Reno. This traffic report will be provided directly to all necessary agencies (as deemed by the City of

Reno) for additional review and consideration in association with the project.

**PUBLIC AND EMERGENCY SERVICES:**

Provide the location and source of garbage disposal, police, fire and emergency medical service providers and describe potential impacts the project may have upon the capacity of these service providers: Public and emergency services are currently available within adjacent neighborhoods and are served by Reno Police, Reno Fire and REMSA. As this project is an infill development in the urban core of the community, the impacts upon police, fire and emergency services are seen to be minimal as they were or should have been expected. Garbage service will be provided by Reno Disposal. The nearest emergency medical service facility is Saint Mary's Medical Center approximately 5 city blocks north of the site.

IS SUBJECT PROPERTY WITHIN THE AIRPORT NOISE IMPACT AREA (65 Ldn noise level)? No.

(If so, explain the impact of the hazard on the proposed development and describe proposed mitigating measures. Such areas must be shown on the subdivision map.)

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WILL THE PROPOSED USE GENERATE HAZARDOUS WASTE? No

1. If the applicant has never operated a facility which generates hazardous waste, a letter stating such; or
2. If the applicant has operated a facility which generates hazardous waste, a letter including the name and location of any and all facilities the applicant has operated which generate hazardous waste. This letter must include a disclosure of any citations or correction notices issued against such facility and their status or disposition.

WILL THE PROPOSED USE INVOLVE ANY EXPLOSIVE MATERIAL AS DEFINED IN NRS 459.3816 AND 459.38332? No

If so, identify the materials, quantities stored on site, safety precautions which will be taken and method of disposal.)

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# PRELIMINARY GRADING AND DRAINAGE PLAN

## CHECKLIST

### NAME OF PROJECT

Complete and Correct	Item No.	ITEMS REQUIRED
<input checked="" type="checkbox"/>	1	Project name.
<input checked="" type="checkbox"/>	2	Plan drawn on 24" x 36" or 30" x 42" sheets using standard engineering scales. Minimum scale shall be 1" = 40' for sites of 10 acres or less. For larger sites, minimum scale 1" = 100'.
<input checked="" type="checkbox"/>	3	Date, north arrow, scale and number of sheet in relation to the total number of sheets.
<input checked="" type="checkbox"/>	4	All streets indicated as either public or private.
<input checked="" type="checkbox"/>	5	The preliminary grading plan for the entire project, stamped by a Nevada registered civil engineer, showing existing contours at maximum 5 foot intervals, approximate street grades, proposed surface drainage, approximate extent of cut and fill slopes, and approximate building envelopes and all pad elevations sufficient to convey the impact of grading.
<input checked="" type="checkbox"/>	6	Indicate any portion of the site within the boundary of the project located within Zones "A" or "B" of the FEMA Flood Map.
<input checked="" type="checkbox"/>	7	A hydrology report and drainage study of the site prepared by a Nevada registered civil engineer addressing: Existing location, size, direction and peak discharge for 5 year and 100 year frequency flows of each natural major drainage facility within the boundaries of the project clearly designated, together with the area of watershed contributing to each other. The 5 and 100 year flows entering and exiting the site.
<input checked="" type="checkbox"/>	8	Ownership, direction of flow and the approximate location and size of proposed storm drains and sanitary sewers.
<input checked="" type="checkbox"/>	9	All existing drainage pipes or channels with direction of flow and size.

Complete and Correct	Item No.	ITEMS REQUIRED
<input checked="" type="checkbox"/>	10	The location, size and direction of flow of the nearest available public storm drain installation.
<input checked="" type="checkbox"/>	11	The location and outline to scale of each existing building, permanent structure, or other permanent physical feature, and any alteration or removal of the same.
<input checked="" type="checkbox"/>	12	Explanation for handling storm water drainage, and estimated additional runoff generated by the proposed development.
<input checked="" type="checkbox"/>	13	The surrounding area within 150' of the exterior boundaries of the proposed subdivision showing the following:
<input checked="" type="checkbox"/>		a. Topography with maximum 5 foot contours.
<input checked="" type="checkbox"/>		b. Street location, names, widths of right-of-way, and pavement widths (including existing curb cuts of both sides of the streets).
<input checked="" type="checkbox"/>		c. Direction of drainage including all adjoining streets or public ways.
<input checked="" type="checkbox"/>		d. Existing utilities, structures, etc.
<input checked="" type="checkbox"/>	14	The width of right-of-way and approximate grade of each street (public or private) and alley within and necessary to serve the proposed project, and the radius of all curves and diameters of each cul-de-sac bulb, including a typical section for each type of street.
<input checked="" type="checkbox"/>	15	The width and approximate location of all existing or proposed easements, whether public or private, for roads, drainage, sewers, irrigation or public utility purposes.
<input checked="" type="checkbox"/>	16	The location, size, direction of flow, as well as current and designed capacity, of the nearest available public sewer along with the estimated amount of sewage to be contributed.
<input checked="" type="checkbox"/>	17	All known areas of potential hazard, including but not limited to, earthquake faults, earth slide areas, avalanche areas or otherwise hazardous slopes, clearly designated on the map.



Complete and Correct	Item No.	ITEMS REQUIRED
<input checked="" type="checkbox"/>	18	Design of public and private streets, rights-of-way and collective driveways such that emergency access by firefighting and other emergency vehicles is practical. Emergency access is to be designated on the map.
<input checked="" type="checkbox"/>	19	Identify slopes steeper than 3:1 and indicate methods proposed for erosion control and slope stabilization for such slopes, with an explanation of how the methods were derived.
		<u>Supplemental Information</u>
<input checked="" type="checkbox"/>	20	Approximate area in square feet or acres of the amount of land utilized as follows: (a) streets (b) parking (c) common area and/or recreation area
<input checked="" type="checkbox"/>	21	Soils report, prepared by a Nevada registered civil engineer, including soils characteristics sufficient for use in tentative structural design, i.e., street sections, building pads, etc.
<input type="checkbox"/> N/A	22	A proposed plan indicating potential development of the entire area if the project is a portion of a larger holding or proposed development.
<input type="checkbox"/> N/A	23	Explanation of measures proposed to eliminate or mitigate areas of potential hazard identified on plan.
<input type="checkbox"/> N/A	24	Consideration and explanation of structure orientation for solar access and/or use.
<input checked="" type="checkbox"/>	25	Additional Plan View Sheets. Whenever cross-sections are required, the applicant must submit an additional plan view which graphically delineates all areas of proposed cut and/or fill of greater than 9 feet. This sheet shall utilize the same scale as the Preliminary Grading and Drainage Plan.

- ☒ Reno Development Application
- ☒ Owner and Applicant Affidavit
- N/A ☐ Notice of Mobile Home Park within 750 Ft.
- ☒ Advisory Board Information
- ☒ 8 1/2" x 11" Site Plan
- ☒ 8 1/2" x 11" Zoning/Vicinity Map
- ☒ 24" x 36" Colored Display Map (1 copy for original application)
- ☒ 24" x 36" Non-Colored Display Map
- ☒ 8 1/2" x 11" Color Building Elevations
- ☒ 24" x 36" Building Elevations (original to be in color)
- ☒ 24" x 36" Preliminary Grading and Drainage Plan
- ☒ 24" x 36" Preliminary Landscape Plan
- ☒ Calculate handicap parking spaces and regular parking spaces
- ☒ Information on Signage
- ☒ Exterior lighting
- ☒ Slope Map (for hillside developments)
- ☒ Supporting Information
- ☒ Application Checklist
- ☒ Check or Money Order (see Planning Fee Schedule)

PLEASE FOLD ALL 24" X 36" MAPS TO APPROXIMATELY 9" X 12"

**\*\*Original Application and Fifteen Copies are required for this application\*\***

\*Additional copies may be requested on a case-by-case basis dependent on distribution requirements

### **Project Location**

The subject property is between Island Drive and Court Street in the Downtown Reno. The property is located within the newly created Redevelopment Area 2 and within the S. Virginia Street Transit Corridor. The subject property contains 1.36± acres in four (4) parcels. (APNs: 011-122-03, 06, 07 & 12) An aerial based Vicinity Map showing the project location is provided on page 3 of this Project Description.

### **Project Overview**

The Wingfield Towers Project is a private residential, office and retail development offering commercial, housing and public plaza space in the ever growing and improving downtown core. The central location to the heart of Reno is accessible to key transportation corridors through the South Virginia Street Transit Corridor, adjacent to the Riverwalk and overlooks the Truckee River. An appealing mix of retail and office uses at the ground floors and street elevations of the building will service residents of this project as well as surrounding residents and visitors. The project has been designed with two main structures (one 28 and one 40 story building). Parking will be provided entirely within a parking structure below the podium (public plaza) level. The public plaza area will provide opportunities to tie in the building, residents and future businesses to the festivals and events that have been so successful in the Wingfield Park area (such as, Artown and the River Festival). The tie and increase of potential space for events and exhibits in association with the existing festivals will help to continue enhancing Reno's urban environment and help Reno attain infill and intensity goals and objectives within the Downtown Core, as driven by the Truckee Meadows Regional Plan.

### **Project Background and Community Goals**

The Wingfield Tower project helps promote many of the goals of the Truckee Meadows Regional Plan through intensification of the regional core. Additionally, the property lies within the City of Reno Transit Corridor Overlay District. Location indicated and mandates intensification of this and other properties in the surrounding area so as to (1) create a critical mass to rejuvenate downtown Reno and (2) generate demand for mass transit.

The Truckee Meadows Regional Plan provides strong encouragement for intense/dense mixed use developments within appropriate locations of the region. Appropriate locations are considered to be Downtown and Regional Centers and TOD Corridors. Following are excerpts from the 2002 Truckee Meadow Regional Plan proving this encouragement and direction.

#### Regional Form and Pattern

- The Regional Plan will promote a Regional Form that minimizes sprawl and supports a higher intensity and density of development within designated centers and transit corridors. The plan will strongly promote infill development within centers and transit corridors to optimize existing infrastructure.
- Intensification within the region will be directed toward defined centers and TOD corridors
- The Regional Plan identifies the desired distribution of forecasted population and employment growth within the region. Downtown Centers, Regional Centers and TOD Corridors will accommodate an increasing proportion of the region's population and employment growth over the next 20 years.



### Centers and Corridors

- The region will plan Centers and TOD Corridors that attract increasing levels of investment and development capital. These Centers and TOD Corridors will grow to absorb our increasing population through the development of high-density residential development. Commercial and mixed-use development will be directed to centers and transit corridors.
- The Downtown Centers of the City of Reno and City of Sparks, will be significant economic centers in our region. These regional mixed-use centers will include retail, high density residential, entertainment, office buildings and public facilities.
- Downtown Centers, Regional Centers and TOD Corridors will be mixed-use, visually attractive and will entice both local residents and visitors to the area, day and night. These Centers and TOD Corridors will promote multi-modal transportation and may support a range of activities including shopping, recreation, dining and entertainment, gaming and accommodation, employment, cultural or community events, as well as providing high density residential opportunities.
- To accommodate our changing population's needs, the Regional Plan will support the provision of more diverse market-rate and affordable housing products and opportunities, such as, assisted care and other elderly housing facilities, multi-family units, student housing, and mid to high rise apartments.
- Intense development will be directed to the Downtown Centers, Regional Centers and TOD Corridors.

These Planning Principals are the springboard for many of the Goals and Policies of the Regional Plan. It is clear to see that intensification of the urban core area of the Region is desired and directed through these Principals. It is the belief of Wood Rodgers and the project applicant that the proposed Wingfield Towers promotes these Regional Plan Principals and will assist in the continued progress being made in the Reno Downtown Core.

### Reno Districts and Special Planning Areas

The project site lies within the City of Reno Downtown Area Overlay District (see Figure 18.08-3 of the Reno Municipal Code, updated February 9, 2005). A copy of this section is provided in Tab 5 of this application. With the property location in this Overlay District, development on the site is generally encouraged for intensification to meet the Regional land use goals for the area. Some of the specific allowances or exemptions from standards City Code include: exemption from Landscape Area Requirements, Shading of parks and residents, and residential adjacency standards.

In addition to the project site location within the Downtown Area Overlay District, the property is also located within a City of Reno Transit Corridor (the South Virginia Street Transit Corridor). The Truckee Meadows Regional Plan provides direction for development in the Regional. Specific references are made to mixed use and high density residential opportunities within the Downtown Centers, Regional Centers and Transit Oriented Development (TOD) Corridors.

The property was recently added to the City of Reno Redevelopment District in Redevelopment District 2. As such, the incremental tax benefits from the construction of this project will strongly benefit the district.

The project site is NOT within the Truckee River Corridor or Downtown Riverfront Special Purpose District. This district has special restrictions to height and setbacks from the urban core area, adjacent to the River. This and a few other properties have been left out of this District.





### Summary of Proposed Development

The project site consists of 1.36± acres of land located between Island Drive and Court Street in Downtown Reno, just east of Arlington Avenue. The Wingfield Towers will consist of two architecturally matching towers (one of 40 stories and one of 28 stories). The following uses are included in the proposed towers:

- 499 residential (condominium) units
- 824 parking spaces, entirely contained within a parking structure
- 28,300± SF of Public Plaza Space at the Podium Level
- 40,500± SF of Office and Retail Space
- A winter garden with a 75-foot lap pool, situated on top of the 28-story tower

A copy of the tentative map exhibits is provided in reduced size in Tab 3 and in full size attached to this application package. Architectural elevations have also been provided in this application.

Zoning Designation	CB
Master Plan Designation	Tourist Commercial
Proposed lots/Units	499 Condominium Units ranging in size from 378± SF to 7,014± SF and an average unit size of 1,243± s.f.
Setbacks & Lot Sizes	The CB zone allows for 0-foot setbacks on all sides of the property. The project incorporates 0-foot setbacks for the subterranean structural portion of the building containing the Parking Garage and some retail space, which is exposed on the downhill/river side of the property. The setbacks to property line for the two towers range from just over 20-feet to over 80-feet.
Pedestrian Access	Pedestrian access will be provided into and through the property grounds through a public plaza.
Parking:	A total of 824 parking spaces are provided in the parking structure at the base of the building. Depending upon the calculation method used, between 407 and 679 parking spaces are required to meet the minimum Code Standards. The excess parking is intended for use and benefit by others in the areas. Please see the Parking Section of this Project Description for additional details regarding the provision of and required parking spaces
Project Signage:	Project Signage is proposed on both the Court Street and Island Drive entrances/accesses to the project and will conform to the CB standards.

**Project Height and Architecture:**

The proposed Wingfield Towers area. Please refer to the colored building elevations provided in Tab 3 to view the proposed architectural character.

**Project Maintenance:**

Common Area within for the Wingfield Towers is proposed to be maintained through an association, or other acceptable vehicle.

**Requests of the City**

Three requests are sought with this application.

- (1) A tentative map for a 499 unit high-rise condominium development containing 11 units of retail and office space.
- (2) A special use permit for hillside development
- (3) A special use permit for cuts and fills.

**Tentative Map Request**

As noted previously, the Wingfield Towers proposes 499 residential condominium units. An addition 11 units are proposed to contain retail and office space.

**Building Unit and Non-residential Areas**

Unit or Use Type	Number of Units or Square Footage
Studio Units	71 Units
1 Bedroom Units	263 Units
2 Bedroom Units	144 Units
3 bedroom Units	17 Units
Penthouses	4 Units
Total Residential Units	499 Units
Office & Retail Space	40,500± SF

**Amenities**

The amenities included in the Wingfield Towers include a health club or wellness center, 75-foot long lap pool and 28,300± SF of Public Plaza area at the podium level. It has yet to be determined whether the health club/wellness center will be a commercial venture or if it will be open only to the residents of the Wingfield Towers project.

**Vehicular and Pedestrian Access**

Access to the parking garage area will be accommodated through Court Street and Island Drive. Pedestrian access will be serves similarly off both of these streets through stairways and elevators. Access to the Public Plaza at the podium level of the Wingfield Tower project will be available from both Court Street and Island Drive.

## Parking

Parking will be provided in a parking garage beneath the proposed towers. The parking garage area will be subterranean when viewed from Court Street and six stories in height when on the Island Drive side of the site. Access to the garage will be provided from Court Street and Island Drive.

The total number of parking space provided in the garage is 824. The parking requirements for the project range from 407 spaces to 679 spaces, depending upon whether code allowed reductions are used in the project. The area in which the project is located does have some parking issues, without this project, it is for this reason that the parking provided within the proposed Wingfield Tower garage is more than ample to meet the demand of the proposed Towers and to provide possible additional parking for adjacent, deficient uses (such as the Park Tower Condominiums) or for special events at Wingfield Park (such as the Truckee River Festival, Artown, etc.). The variance in required spaces is based upon the general code provisions for off-street parking in transit corridor areas.

RMC Section 18.08.405(c)(4)(b) allows for buildings over 65 feet in height to reduce the overall parking requirement by 40%. Residential uses may take the 40% reduction or provide one space per dwelling unit, whichever is less.

The following tables show the various parking requirement calculations, allowed by Code. The first table calculates the Standard Downtown Parking Requirement, also showing the TOD allowed (40%) reduced parking requirement. The second table (Alternative 2) calculates the TOD parking requirement if 1 parking space per unit is provided, rather than using the Standard Downtown Parking Requirement.

### Alternative 1 - Standard Downtown Code and TOD Reduced Parking Requirements (40% Reduction)

Use	Units or SF	Multiplier	Parking Required
Studio Units	71	0.9 per unit	64 Spaces
1 Bedroom Units	263	1 per unit	263 Spaces
2 Bedroom Units	144	1.5 per unit	216 Spaces
3 bedroom Units	17	1.5 per unit	26 Spaces
Penthouses	4	1.5 per unit	6 Spaces
Guest		1/10 units	50 Spaces
Office	20,603± sf	1/385 SF	54 Spaces
Retail	19,817± sf	none	0 Spaces
<b>Downtown Code Required Parking</b>			<b>679 Spaces</b>
<b>TOD Allowed - 40% Reduction</b>			<b>271.6 Spaces</b>
<b>TOD Reduced Parking Requirement</b>			<b>407 Spaces</b>

**Alternative 2 – TOD Parking Requirement (1 Parking Space Per Unit Calculation)**

Use	Units or SF	Multiplier	Parking Required
Studio Units	71	1 per unit	71 Spaces
1 Bedroom Units	263	1 per unit	263 Spaces
2 Bedroom Units	144	1 per unit	144 Spaces
3 bedroom Units	17	1 per unit	17 Spaces
Penthouses	4	1 per unit	4 Spaces
Guest		1/10 units	50 Spaces
Office	20,603± sf	1/385 SF	54 Spaces
Retail	19,817± sf	none	0 Spaces
<b>Total</b>			<b>603 Spaces</b>

Parking reductions have been allowed in the downtown and TOD areas to encourage the use of alternative transportation modes. Unfortunately, a viable, dependable mass transit system does not currently exist in Reno. While it is applauded that appropriate planning is taking place through the Regional Center and TOD plans, it is foreseen that viable mass transit is still a number of years away. As such, the applicant is proposing parking in excess of the Code requirements. It should be understood that excess parking is allowed as long as it is contained within a parking structure – Section 18.08.405(c)(4)(c.) states that "Parking in excess of code minimums may only be provided in parking structures or within the envelope of the building." The community benefit from this excess parking could help to address some of the existing parking issues in the area, such as at the Park Tower Condominiums. Appropriate agreements for use of the spaces would need to be executed, but it is the intent of the applicant that, if additional parking can be provided that it benefit the existing area and residents. Possible additional benefit uses for the excess parking could be the ever-growing and successful special events held in Wingfield Park (Rollin on the River Concert Series, The Truckee River Festival and Arttown to name a few).

**Accessible Parking**

Accessible parking is required at a rate of 9 spaces for 401-500 required spaces. The parking garage provides 17 total accessible spaces while only 9 spaces are required. As such, the requirement for accessible parking spaces is met.

**Special Use Permit Request**

Requested with this application are two special use permits:

- (1) Hillside Development and;
- (2) Cuts in excess of 20 feet.

**Hillside Development Special Use Permit**

The subject property, due to existing slopes, requires a special use permit for Hillside Development. Approximately 26% of the total site area contains slopes over 15%.

Wood Rodgers has analyzed the proposed Wingfield Towers project with respect to the existing Hillside Ordinance. The subject property has a Central Business (CB) zoning designation and no maximum-density requirements; therefore the subject property is not subject to the Hillside Development Density Reduction



requirements. A table identifying Required Open Space has been prepared. It should be noted that the proposed development conforms to open space requirements within the ordinance

**REQUIRED OPEN SPACE IN HILLSIDE DEVELOPMENTS**

Slope Range	Column A: Minimum Open Space (%)	Column B: Square Feet Within Slope Range	Column C: Required Open Space Within Each Slope Range (Square Feet)
0-15%	0	44,009.01	0
15.1-20%	25%	6,279.32	1,524.6
20.1-25%	50%	4,535.91	2,178
25.1-30%	75%	2,887.87	2,286.9
Greater than 30%	100%	1,586.35	1,742.4
Total Required Common Area Open Space			7,731.9

The results of this table show that a minimum of 7,732± square feet of common area open space is required based on the slopes on the project site. The total amount of Public Plaza area provided on the podium level of the development is 28,330± square feet. This amount of open space is in excess of the amount required per the Hillside Ordinance.

A copy of the slope analysis for this project with the site layout overlaid on the colorized slope map is provided in Tab 5 of this application package.

**Cuts and Fill Special Use Permit**

The application requests a special use permit for cut in excess of 20 feet. It should be noted that the cut areas on the site will be filled in with the base of the proposed buildings. This base area will house six stories of parking garage, as well as some residential and retail space.

### Development Statistics

Total Site Area	1.36± Acres
Number of Towers	2 towers
East Tower	40 stories
West Tower	28 stories
Total Residential Units	499 Units
Residential Units East Tower	334 Units
Residential Units West Tower	161 Units
Residential Units (Accessed from Garage)	4 Units
Additional Units ( Retail and Office)	11 Units
Retail Units	8 Units
Office Units	3 Units
Building coverage	53,420± SF
Residential Area (includes private terraces at levels 18, 31 and 38)	558,048± SF
Office and Retail Area	40,420± SF
Mechanical Room Area	32,951± SF
Gross Density	399.9 DU/Acre
Average Lot Size	1,243 ± SF
Minimum Lot Size	378± SF
Maximum Lot Size	7,014± SF
Parking	
Parking Spaces Required	407 Spaces
Parking Spaces Provided	824 Spaces
Accessible Parking Required	9 Spaces
Accessible Parking Provided	17 Spaces



PROJECT NAME: RESIDENTIAL PROJECT IN RENO, NEVADA  
LOCATION: RENO, NEVADA

APN: 011-112-03, 011-112-06, 011-112-07, 011-112-12

ZONING: CB

**PROJECT DATA SUMMARY:**

SITE AREA: 69,367 SF / 1.26 ACRE  
PUBLIC OPEN SPACE: 41,667 SF  
BUILDING FOOTPRINT @ GRADE: 63,370 SF

**BUILDING DATA**

	FLOOR	AREA
BUILDING 1	40	492
BUILDING 2	28	373.33
GARAGE	6.6	14

**UNIT TABULATION**

	STUDIO	1 BEDROOM	2 BR + DEN	3 BEDROOM	4 BEDROOM	5+ BDR	TOTAL
BUILDING 1	71	114	34	64	15	6	334
BUILDING 2	0	92	23	46	0	0	161
GARAGE	0	0	0	4	0	0	4
PROJECT TOTAL	71	206	57	114	15	6	498

**AREA CALC. (S.F.)**

	RESIDENTIAL	BALCONY / TERRACE	LOBBY / CIRCULATION	MECHANICAL / STORAGE	PERMITS	OFFICE	POOL / SPA	RETAIL	PROPOSED	SPACES
BUILDING 1	344,024	36,211	48,287	63,302	25,206	0	0	10,286	0	532,306
BUILDING 2	152,513	16,658	30,167	30,807	0	16,848	6,364	0	0	256,599
GARAGE	7,328	316	3,552	21,127	0	0	0	7,042	320,828	360,263
PROJECT TOTAL	503,865	53,185	83,016	115,236	25,206	16,848	6,364	17,278	320,828	1,149,128

TOTAL RESIDENTIAL AREA: 557,251 SF

(EXCLUDE BALCONIES & TERRACES)

TOTAL PARISH HALL & OFFICE AREA: 16,718 SF

(NOT INCLUDED IN PROJECT AREA CALCULATION)

**PARKING REQ. CALCULATION**

SPACE	TYPE	CITY REQUIREMENT	# STALLS
RESIDENTIAL STUDIO	71	1.0 STALL / UNIT	64
RESIDENTIAL 1BR	206	1.0 STALL / UNIT	206
RESIDENTIAL 2BR + DEN	57	1.0 STALL / UNIT	57
RESIDENTIAL 3BR	144	1.0 STALL / UNIT	144
RESIDENTIAL 4BR	15	1.0 STALL / UNIT	15
RESIDENTIAL 5+ BDR	6	1.0 STALL / UNIT	6
OFFICE	16,848	1.0 STALL / 100 SF	84
RETAIL	7,042	1.0 STALL / 100 SF	7
GUEST	320,828	1.0 STALL / 100 SF	60
CITY REQ. TOTAL			711
ADDITIONAL REQ. (16 RESTAURANT)			50
<b>TOTAL</b>			<b>761</b>
HANDICAP ACCESSIBLE	2.0% OF TOTAL		16
H.A. VAN PARKING	1 OUT OF 500		2

**PARKING PROPOSED**

	STANDARD STALLS	HANDICAP ACCESSIBLE	HANDICAP ACCESSIBLE - VAN	TOTAL
GARAGE - 30.00'	G1	84	2	86
GARAGE - 21.00'	G2	102	2	104
GARAGE - 12.00'	G3	123	2	125
GARAGE - 3.00'	G4	126	2	128
GARAGE - 6.52'	G5	126	2	128
GARAGE - 14.92'	G6	85	2	87
<b>TOTAL</b>		<b>646</b>	<b>12</b>	<b>660</b>

June 1, 2006

APR 7, 2006

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MARK B. STEPPAN, AIA, CSI, NCARB  
ARCHITECT

FISHER FRIEDMAN ASSOCIATES  
DESIGN CONSULTANT

AA2885

ILIESCU000173

PROJECT NAME: RESIDENTIAL PROJECT IN RENO NEVADA  
LOCATION: RENO, NEVADA

APN: 011-112-03, 011-112-06, 011-112-07, 011-112-12

ZONING: CB

# PROJECT DATA SUMMARY:

SITE AREA: 68,387 SF / 1.31 ACRE  
PUBLIC OPEN SPACE: 41,687 SF  
BUILDING FOOTPRINT @ GRADE: 53,370 SF

## BUILDING DATA

	# LEVELS	PERMIT
BUILDING 1	40	482
BUILDING 2	28	373.33
GARAGE	8.5	14

## UNIT TABULATION

	0 BR	1 BEDROOM	1 BED + BOP	2 BEDROOM	3 BEDROOM	PA TOTAL	TOTAL
BUILDING 1	71	114	34	84	15	6	334
BUILDING 2	0	82	23	46	0	0	161
GARAGE	0	0	0	4	0	0	4
PROJECT TOTAL	71	206	57	144	15	6	489

## AREA CALC. (S.F.)

	RESIDENTIAL	BUILDING FOOTPRINT	LOBBY/CHANGEROOM	RETAIL/RENTAL/STORAGE	PODOL	OFFICE	POOL/PAVING	RETAIL	PHOTO	SPACES
BUILDING 1	344,024	36,211	48,287	63,302	28,206	0	0	10,266	0	532,308
BUILDING 2	152,513	16,856	30,167	30,807	0	19,849	8,364	0	0	256,589
GARAGE	7,328	316	3,552	24,054	0	0	0	7,012	305,318	347,580
PROJECT TOTAL	503,865	53,386	82,016	118,163	28,206	19,849	8,364	17,278	305,318	1,138,445

TOTAL RESIDENTIAL AREA: 503,865 SF

(INCLUDE BALCONIES & TERRACES)

TOTAL PARISH HALL & OFFICE AREA: 16,718 SF

(NOT INCLUDED IN PROJECT AREA CALCULATIONS)

## PARKING REQ. CALCULATION

SPACE	# VEHICLES	REQUIREMENT	# SPACES
RESIDENTIAL: STUDIO	71	1.50 TOTAL PARKING	84
RESIDENTIAL: 1BR	206	1.50 TOTAL PARKING	206
RESIDENTIAL: 1BR + DEN	57	1.50 TOTAL PARKING	57
RESIDENTIAL: 2BR	144	1.50 TOTAL PARKING	216
RESIDENTIAL: 3BR	15	1.50 TOTAL PARKING	23
RESIDENTIAL: P.H./H.M.	6	1.50 TOTAL PARKING	9
OFFICE	19,849 SF		54
RETAIL	8,364 SF		7
GUEST			50
CITY REQ. TOTAL			711
ADDITIONAL REQ. (B) RESTAURANT			50
TOTAL			761
HANDICAP ACCESSIBLE	3% OF TOTAL		16
H.A. VAN PARKING	1.5% OF H.A.		2

## PARKING PROPOSED

	STANDARD SPACES	HANDICAP ACCESSIBLE	HANDICAP ACCESSIBLE - VAN	TOTAL
GARAGE: +30.08'	G1	2	2	87
GARAGE: +21.08'	G2	2	0	104
GARAGE: +12.08'	G3	2	0	128
GARAGE: +3.08'	G4	2	0	128
GARAGE: -5.82'	G5	2	0	128
GARAGE: -14.82'	G6	2	0	87
TOTAL	646	12	2	660

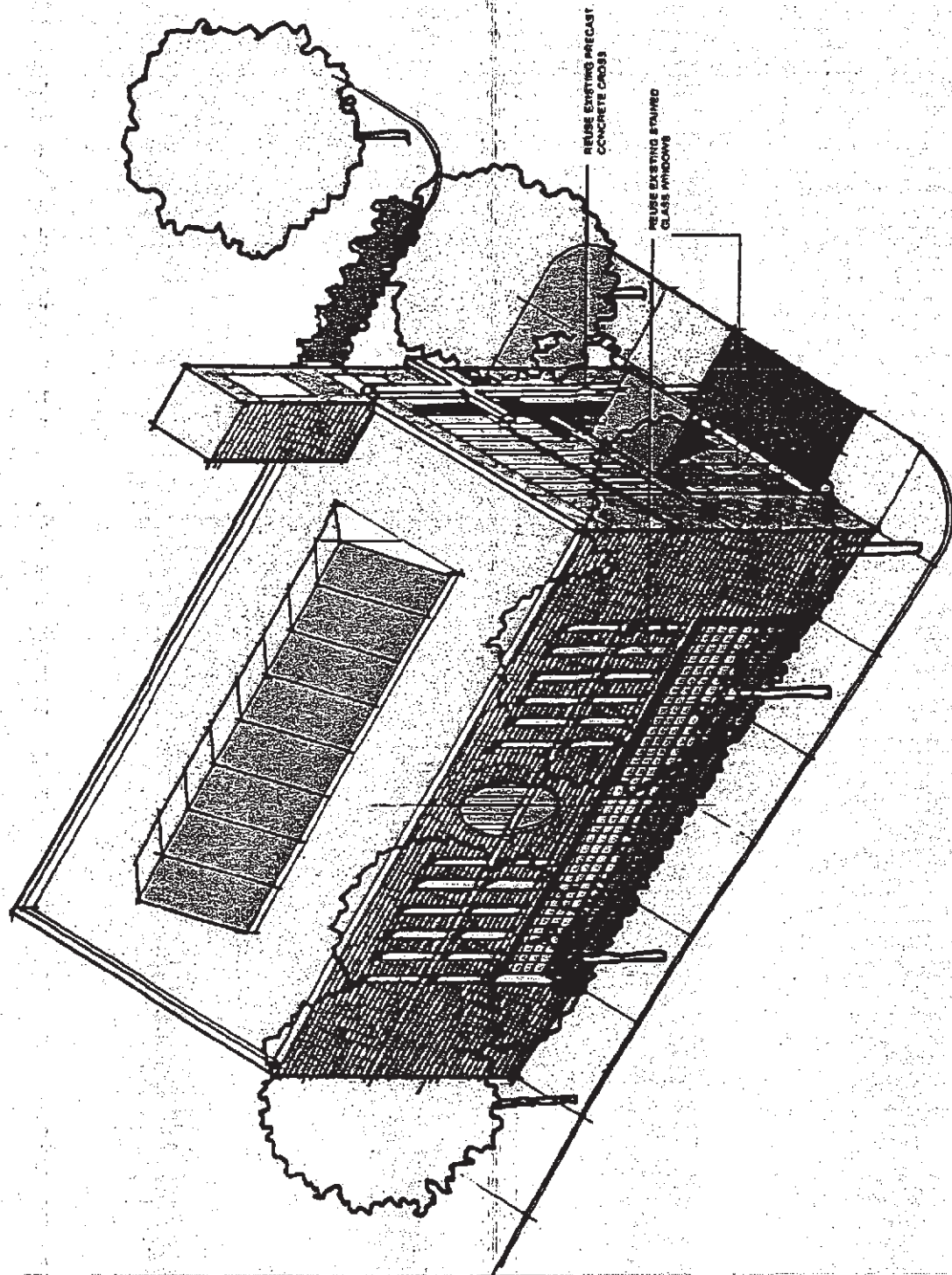
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June 1, 2006  
May 24, 2006  
APRIL 7, 2006

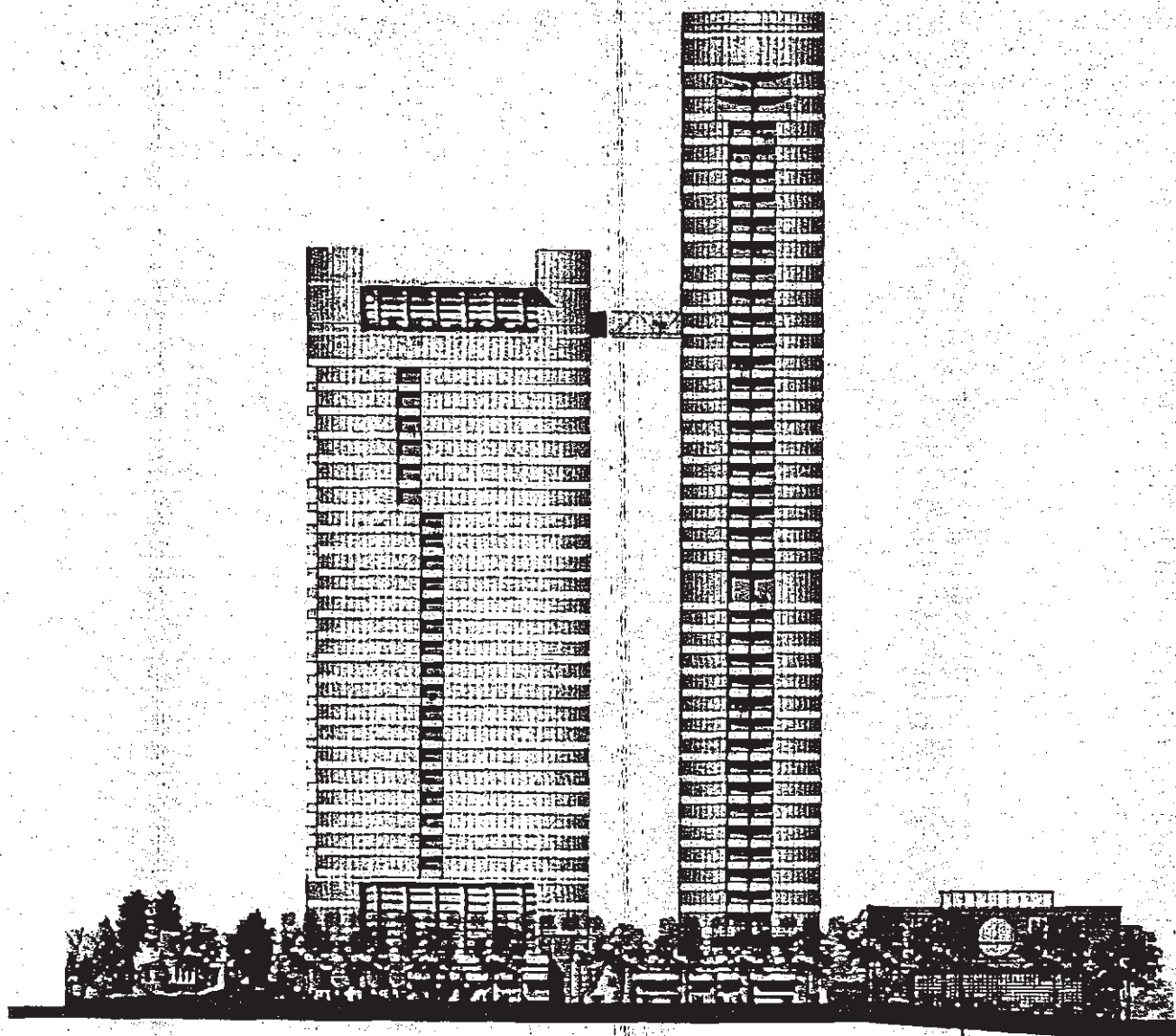
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MARK B. STEPPAN, AIA, CSI, NCARB  
ARCHITECT

FISHER FRIEDMAN ASSOCIATES  
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AA2886



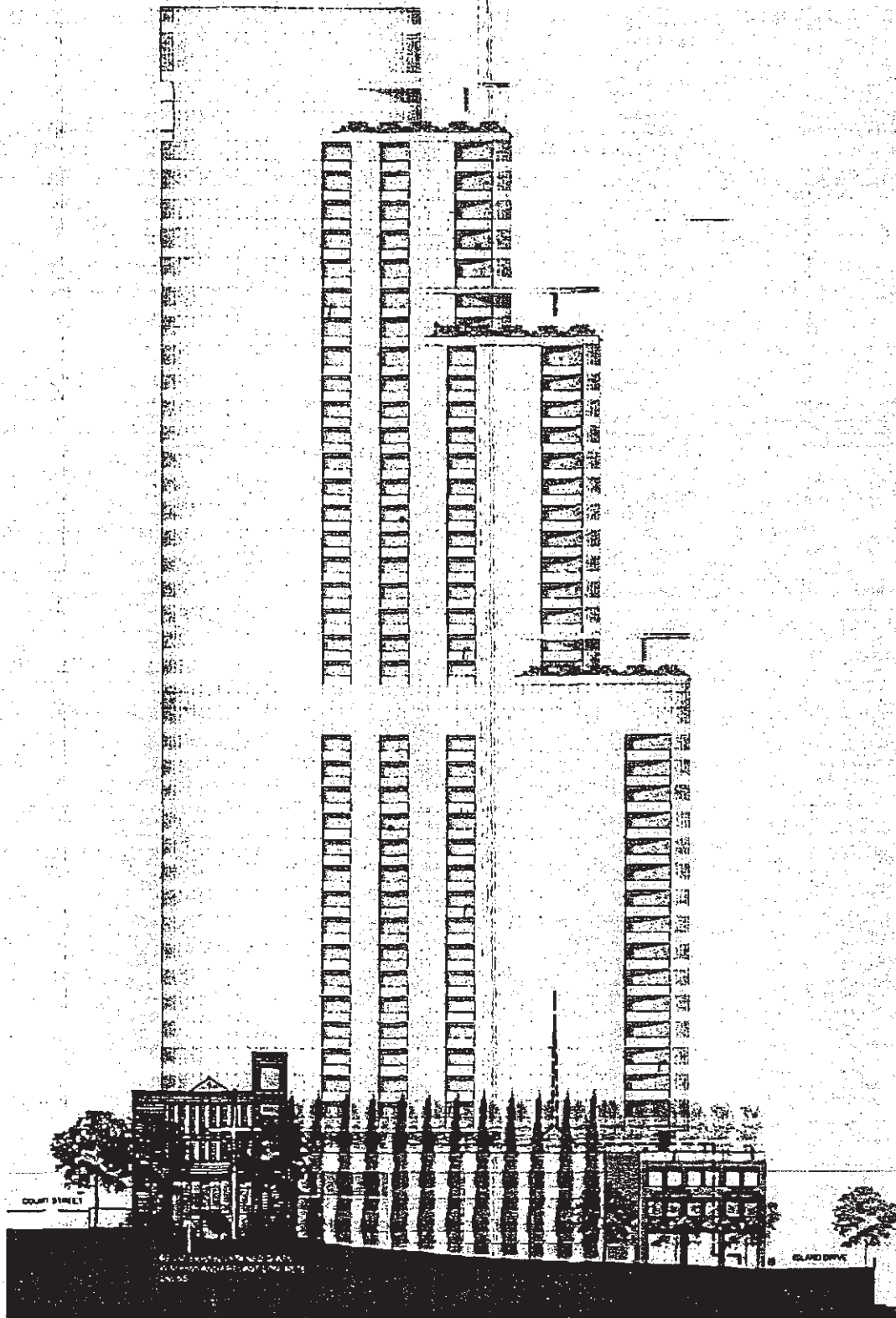
NEW PROPOSAL FOR TRINITY EPISCOPAL CHURCH PARISH HALL  
 FISHER FRIEDMAN ASSOCIATES  
 R-1-06



SOUTH ELEVATION SHOWING PROPOSED NEW FACILITY FOR TRINITY EPISCOPAL CHURCH  
 DRAWN BY: [illegible] DATE: 1/1/76  
 1/1/76

BY: [illegible] DATE: 1/1/76

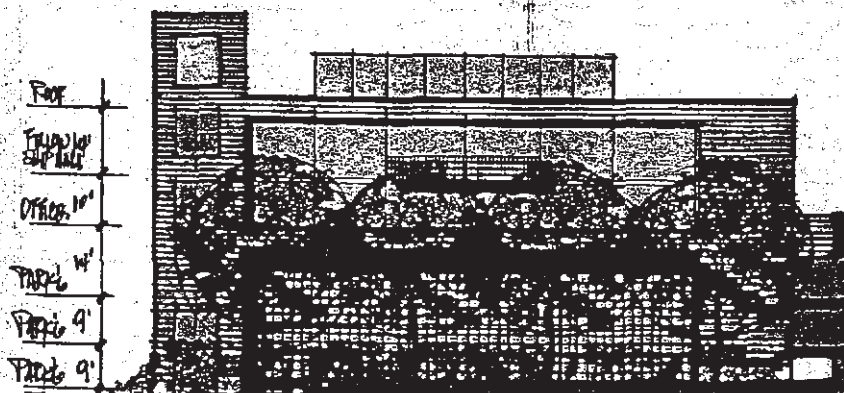




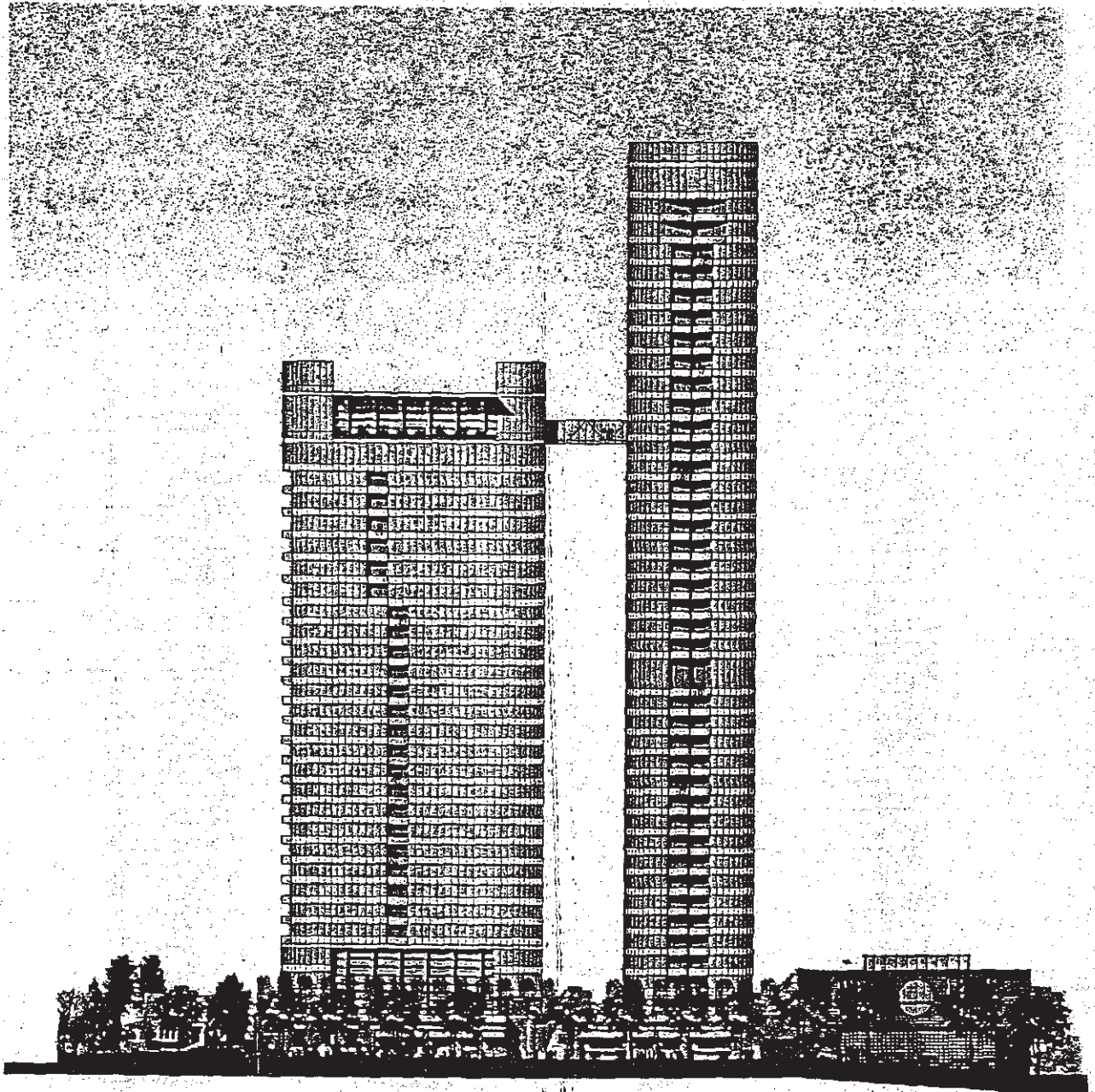
EAST ELEVATION SHOWING PROPOSED NEW FACILITY FOR TRINITY EPISCOPAL CHURCH  
 FRANK PRUDHOM ASSOCIATES  
 6-80-89

AA2889

ILIESCU000177

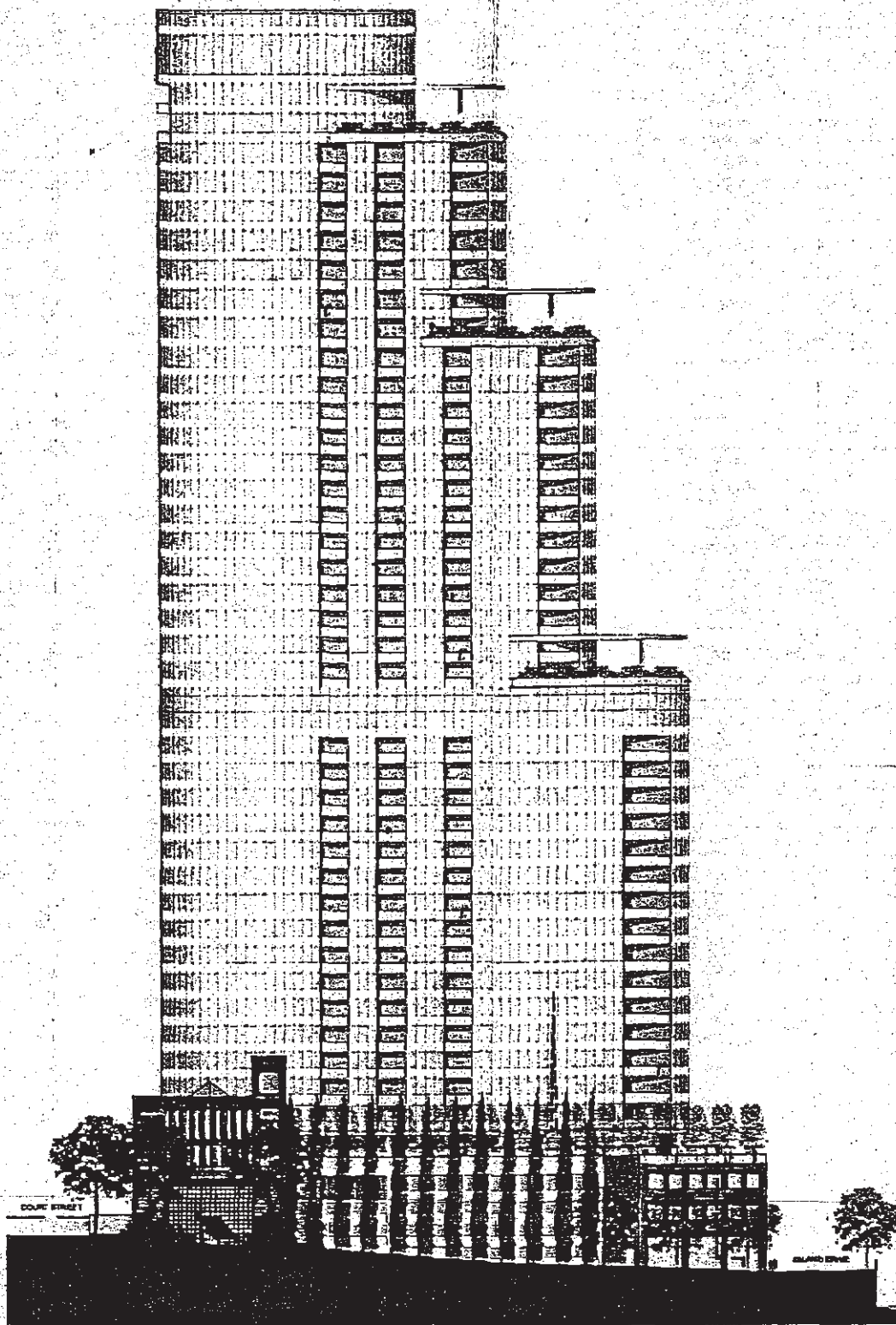


NORTH ELEVATION OF PROPOSED NEW  
FACILITY FOR TRINITY EPISCOPAL CHURCH  
FISHER FRIEDMAN ASSOCIATES  
5-30-06



SOUTH ELEVATION SHOWING PROPOSED NEW FACILITY FOR TRINITY EPISCOPAL CHURCH  
ARCHITECT: [illegible]  
DATE: [illegible]





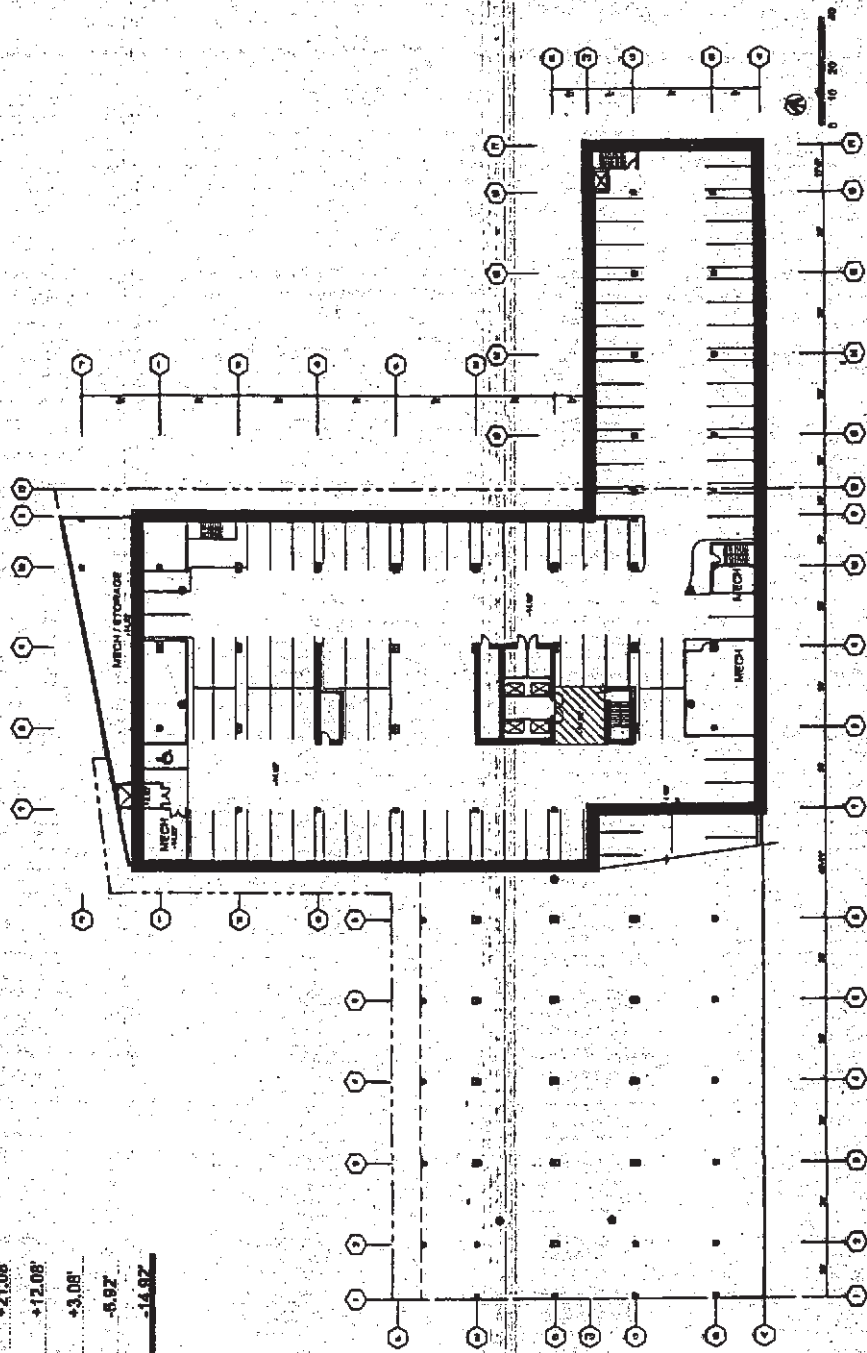
EAST ELEVATION SHOWING PROPOSED NEW FACILITY FOR TRINITY EPISCOPAL CHURCH  
PERIOD PRAISEMAN ASSOCIATES  
6-30-88

AA2892

ILIESCU000180



	PODIUM	+44.08'
+25.88'	G1	+30.08'
+18.58'	G2	+21.08'
+7.58'	G3	+12.08'
-1.42'	G4	+3.08'
-10.42'	G5	-8.92'
	G6	-14.92'

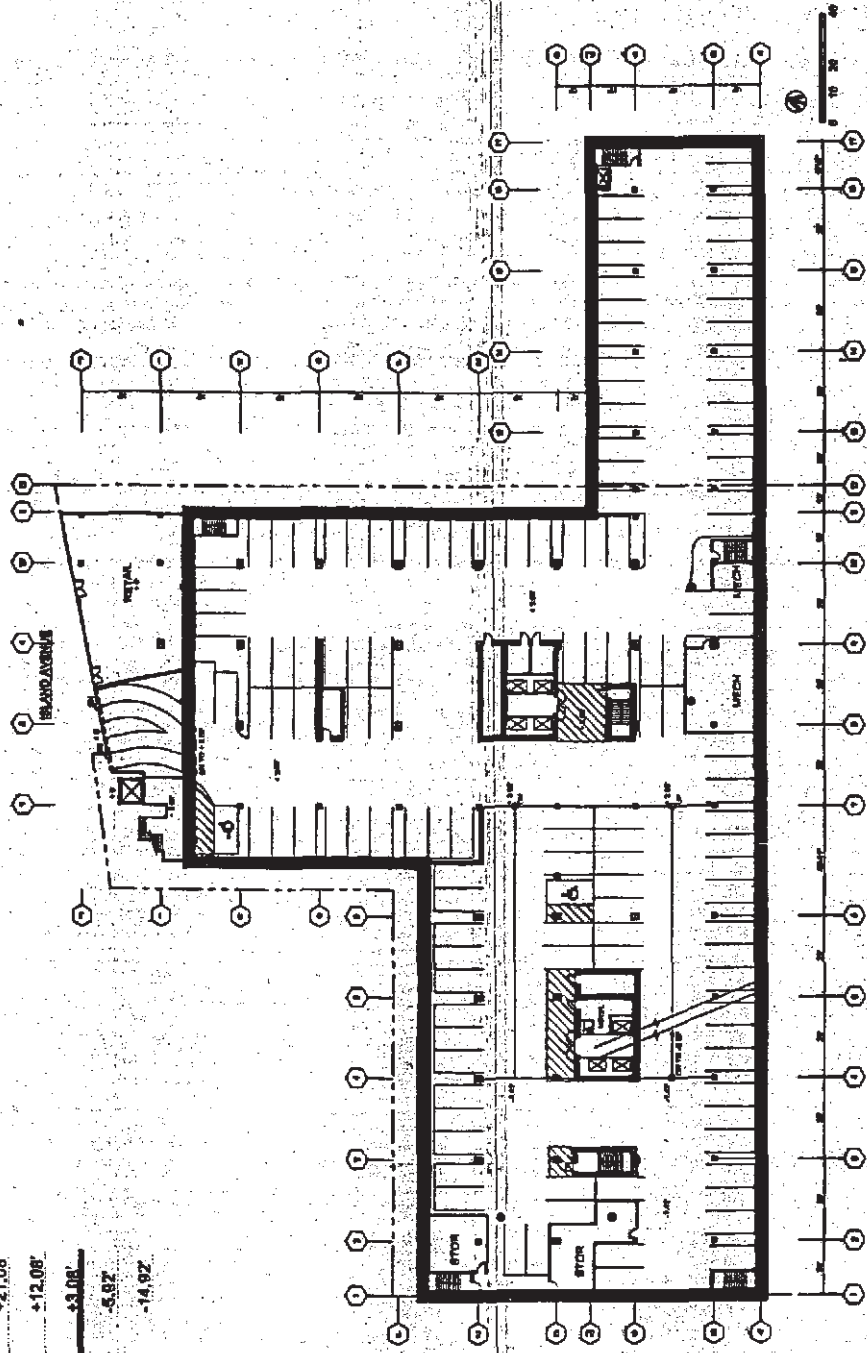


MAY 24, 2006

APRIL 3, 2006  
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 ARCHITECT  
 FISHER FRIEDMAN ASSOCIATES  
 DESIGN CONSULTANT

**GARAGE @ -14.92'**  
 87 PARKING STALLS

	PODIUM	+44.08'
+25.58'	G1	+30.08'
+18.58'	G2	+21.08'
+7.58'	G3	+12.08'
-1.42'	G4	+3.08'
-10.42'	G5	-5.82'
	G6	-14.92'

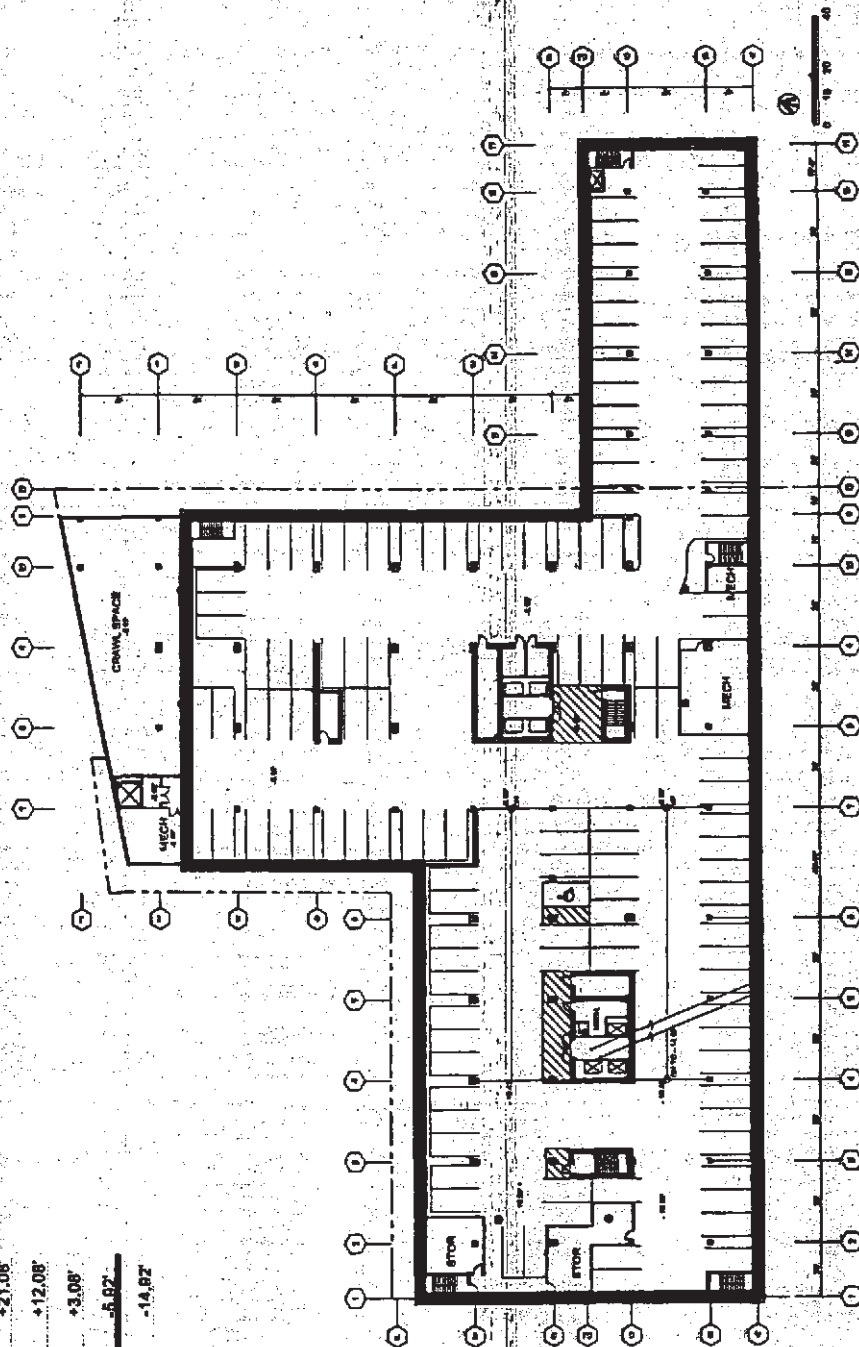


**GARAGE @ +3.08'**  
128 PARKING STALLS

MAY 24, 2006

APRIL 2, 2006  
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FISHER FRIEDMAN ASSOCIATES  
DESIGN CONSULTANT

	PODIUM	+44.08'
+25.58'	G1	+30.08'
+16.58'	G2	+21.08'
+7.58'	G3	+12.08'
-1.42'	G4	+3.08'
-10.42'	G5	-5.92'
	G6	-14.92'



MAY 24, 2006

— APRIL 3, 2006

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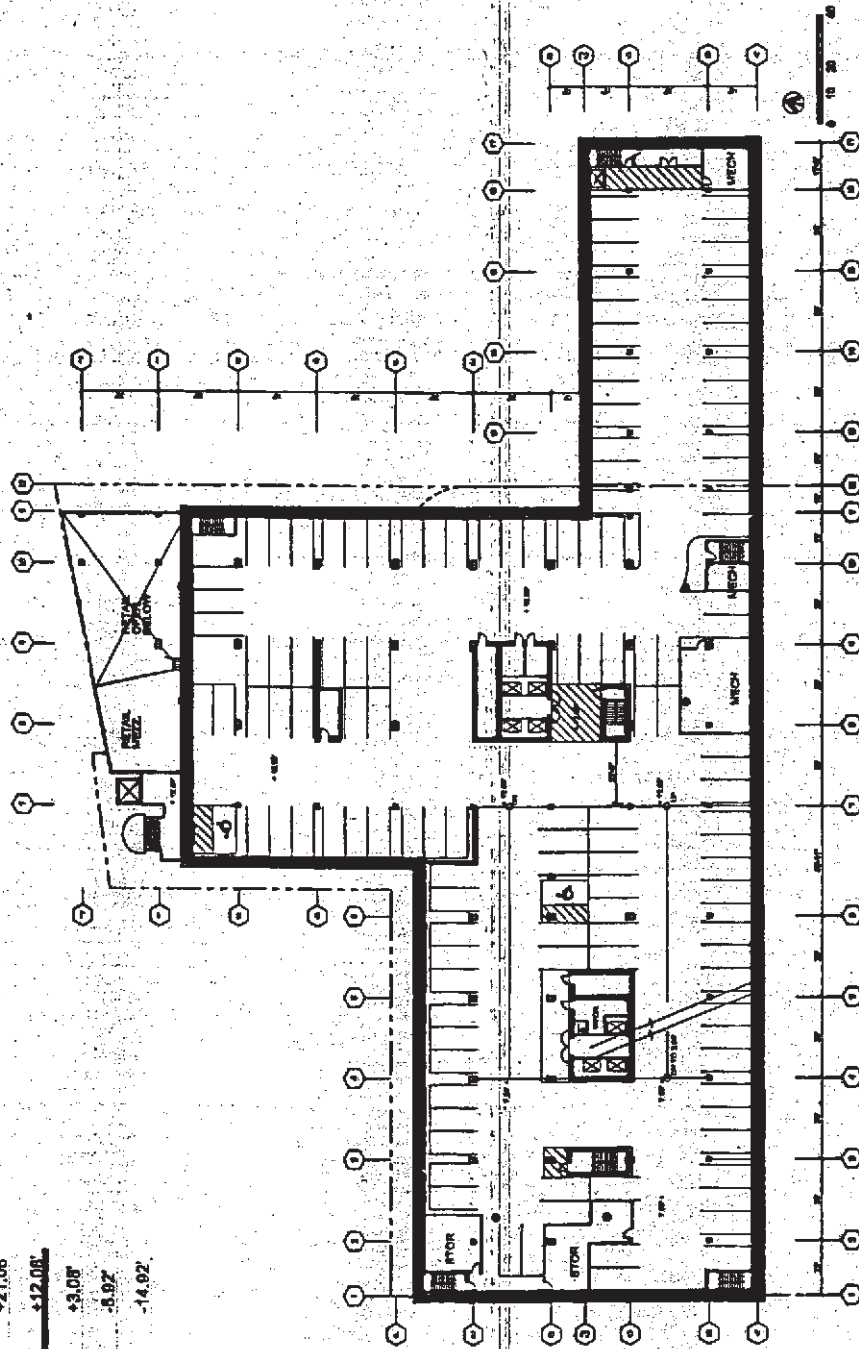
MARK B. STEFFAN, AIA, CSI, NCARB  
ARCHITECT

FISHER FRIEDMAN ASSOCIATES  
DESIGN CONSULTANT

**GARAGE @ -5.92'**

128 PARKING STALLS

PODIUM	+44.08'
G1	+30.08'
G2	+21.08'
G3	+12.08'
G4	+3.08'
G5	-8.92'
G6	-14.92'

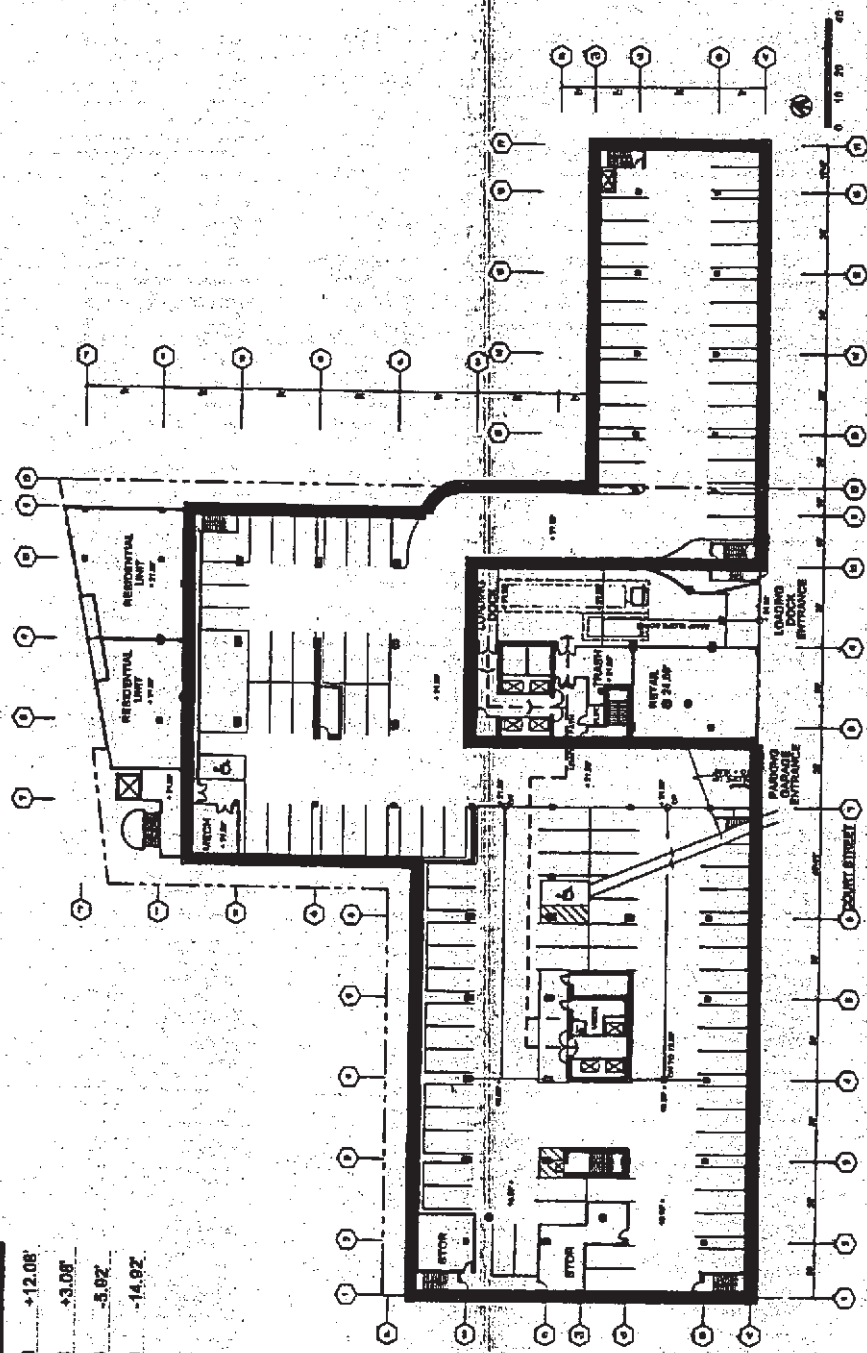


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 ARCHITECT  
 FISHER FRIEDMAN ASSOCIATES  
 DESIGN CONSULTANT

**GARAGE @ +12.08'**  
 126 PARKING STALLS

PODIUM	+44.08'
G1	+30.08'
G2	+21.08'
G3	+12.08'
G4	+3.08'
G5	-5.92'
G6	-14.92'



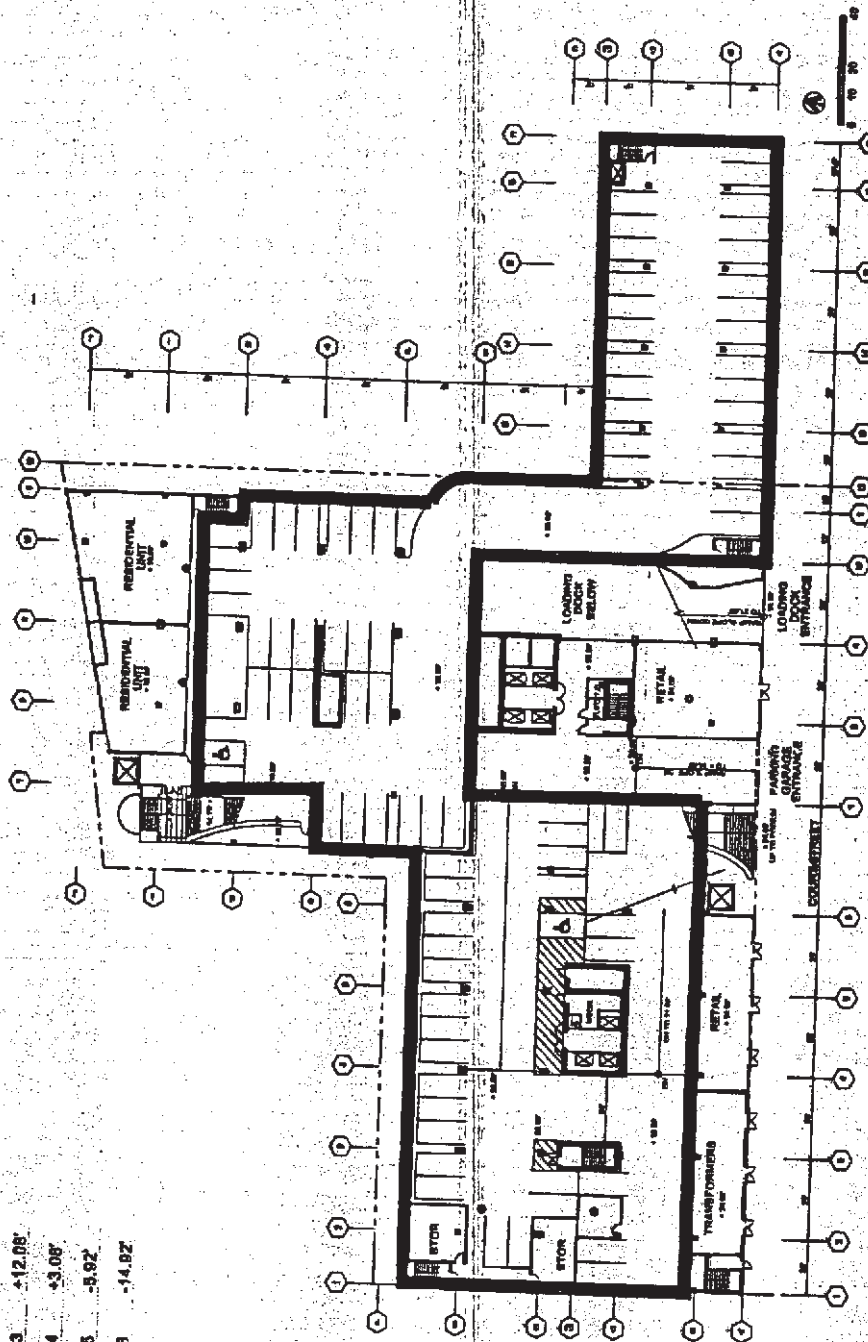
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APRIL 1, 2006  
 CONSULTING ENGINEER: MARK B. STEPPAN, AIA, CSI, NCARB  
 ARCHITECT: FISHER FRIEDMAN ASSOCIATES  
 DESIGN CONSULTANT

**GARAGE @ +21.08'**  
 103 PARKING STALLS



PODIUM	+44.08'
G1	+30.08'
G2	+21.08'
G3	+12.08'
G4	+3.08'
G5	-8.92'
G6	-14.92'



**GARAGE @ +30.08'**  
88 PARKING STALLS

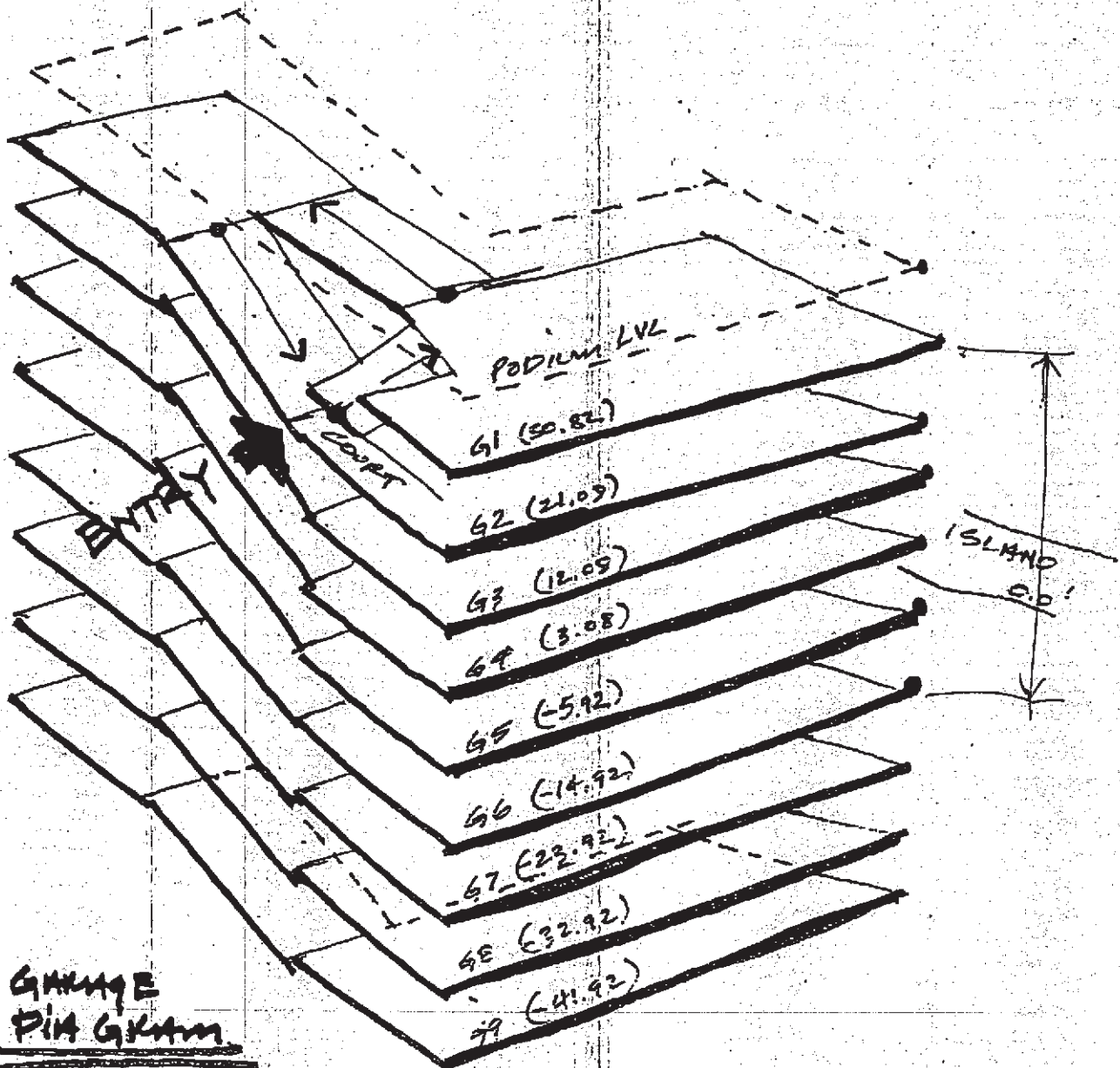
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W 305 m 17  
~~5/20/06~~  
 Post-it Fax Note 7671

To: <b>HADJIAN JAMES</b>	Date: <b>5/20/06</b>	# of pages: <b>6</b>
Co./Dept: <b>WK</b>	From: <b>N. OGUE</b>	
Phone #	Co: <b>FFH</b>	
Fax # <b>715 823 4066</b>	Phone # <b>510 420 1666</b>	
	Fax #	

715.825.2152

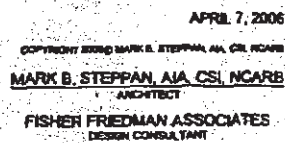


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NTS

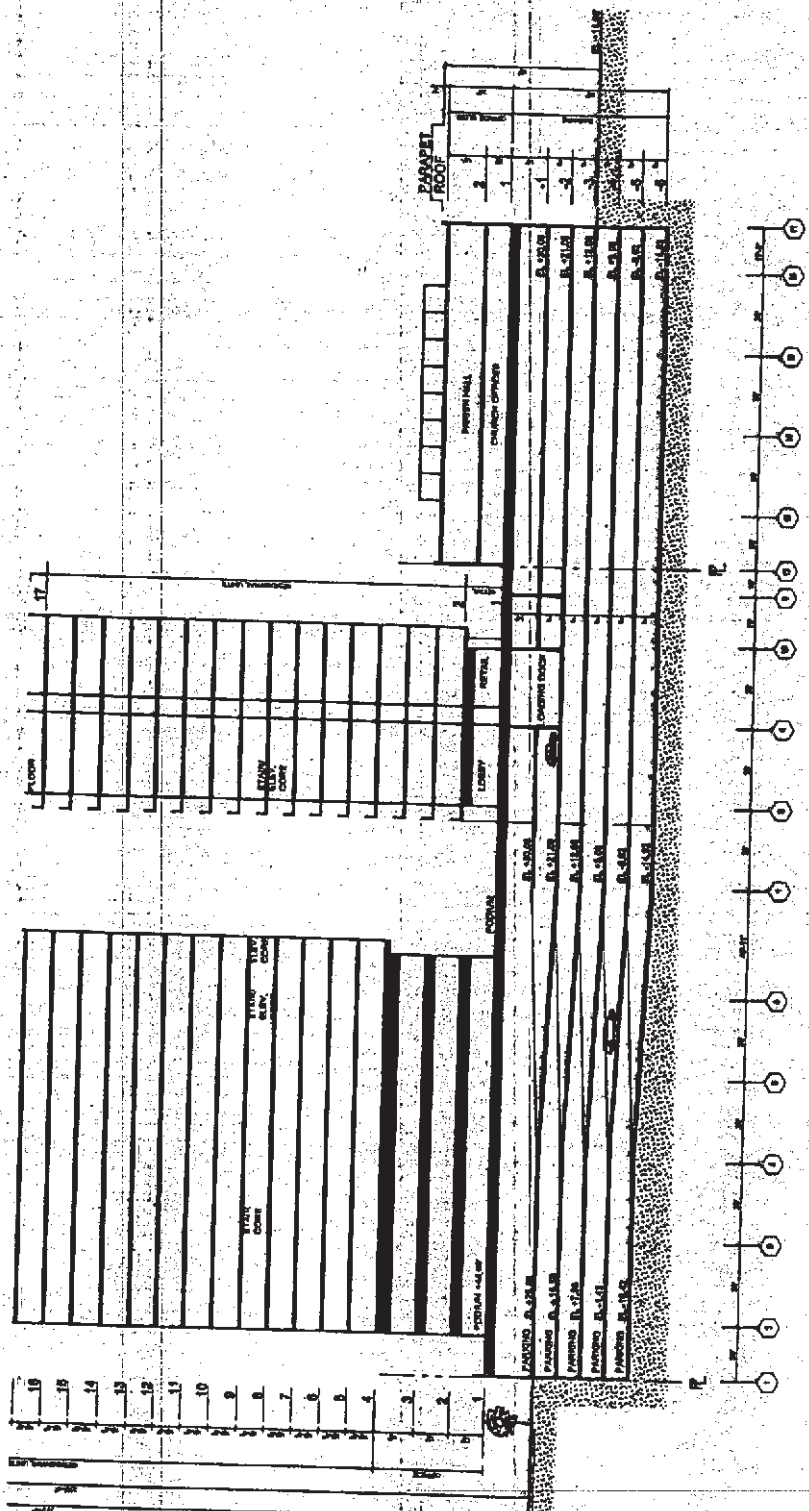
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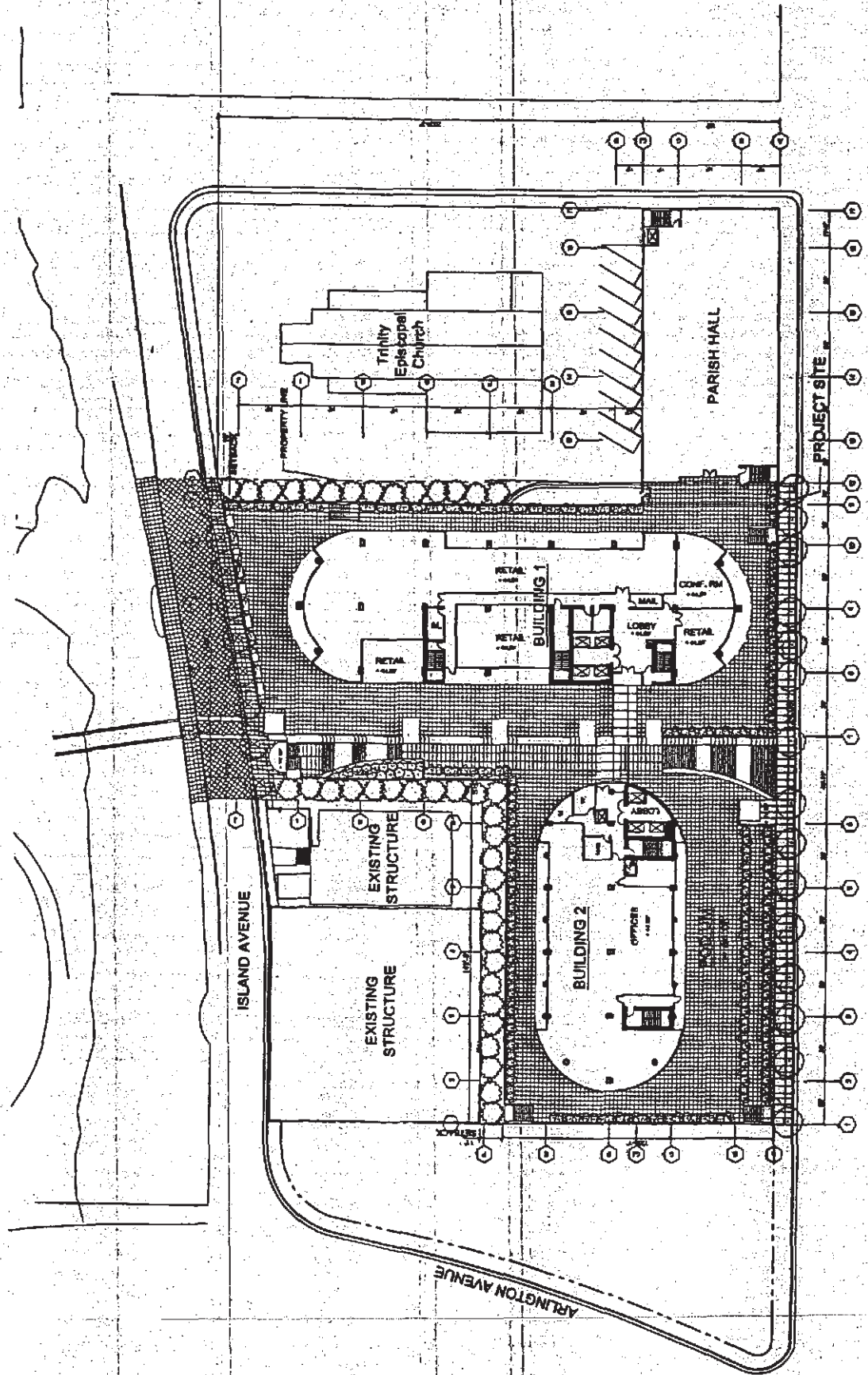




APRIL 7, 2000  
 CORRECTION: MARK B. STEPPAN, AIA, CSI, NCARB  
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**E BUILDING SECTION**





APRIL 7, 2006

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MARK B. STEPPAN, AIA, CBL, NCARB  
ARCHITECT

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DESIGN CONSULTANT

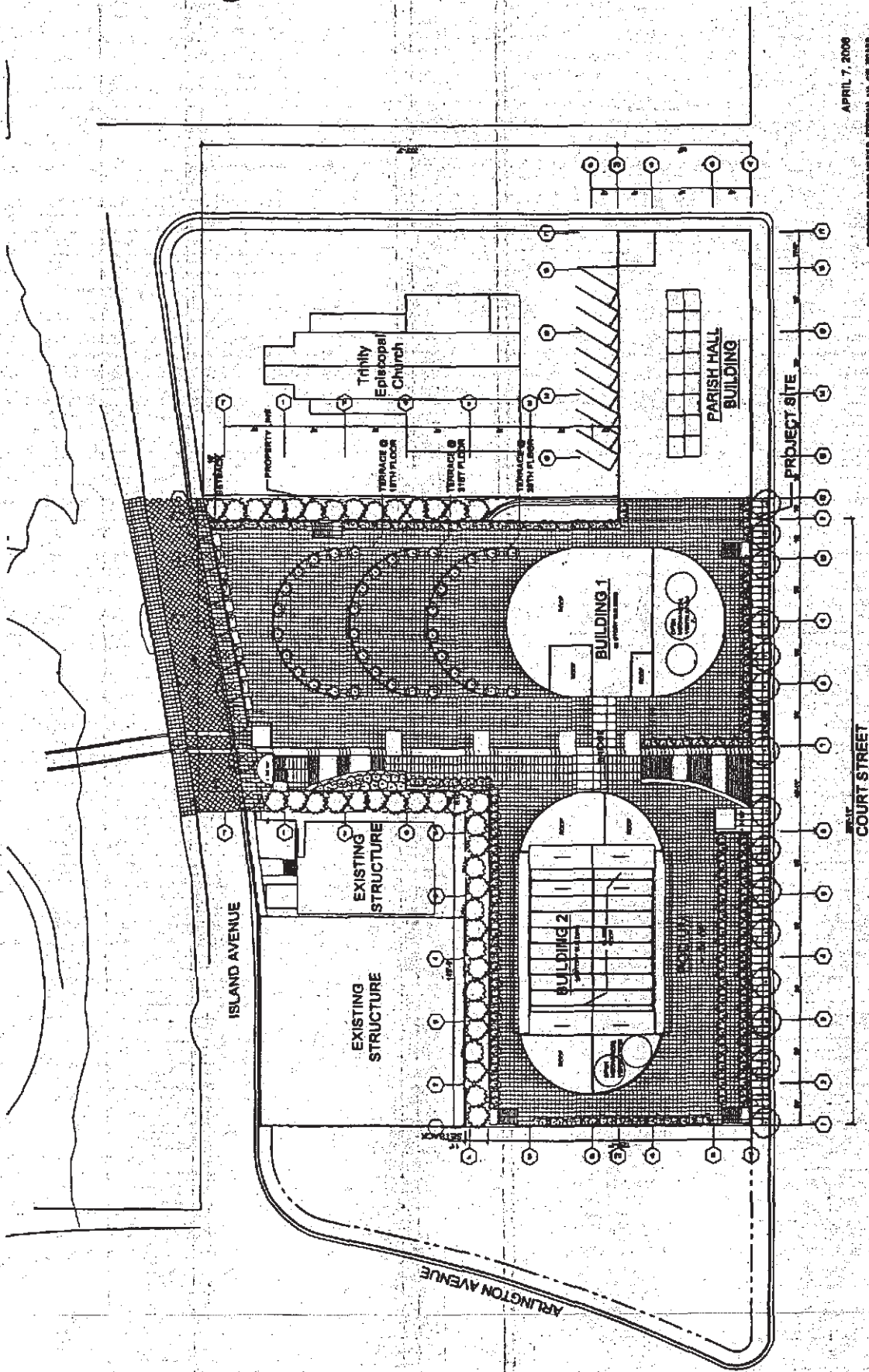
HILL STREET

PODIUM PLAN

COURT STREET

FLINT STREET

ARLINGTON AVENUE



APRIL 7, 2009

ARCHITECT: MARK B. STEPPAN, AIA, CSI, NCARB

DESIGN CONSULTANT: FISHER FRIEDMAN ASSOCIATES

HILL STREET

SITE PLAN

FLINT STREET

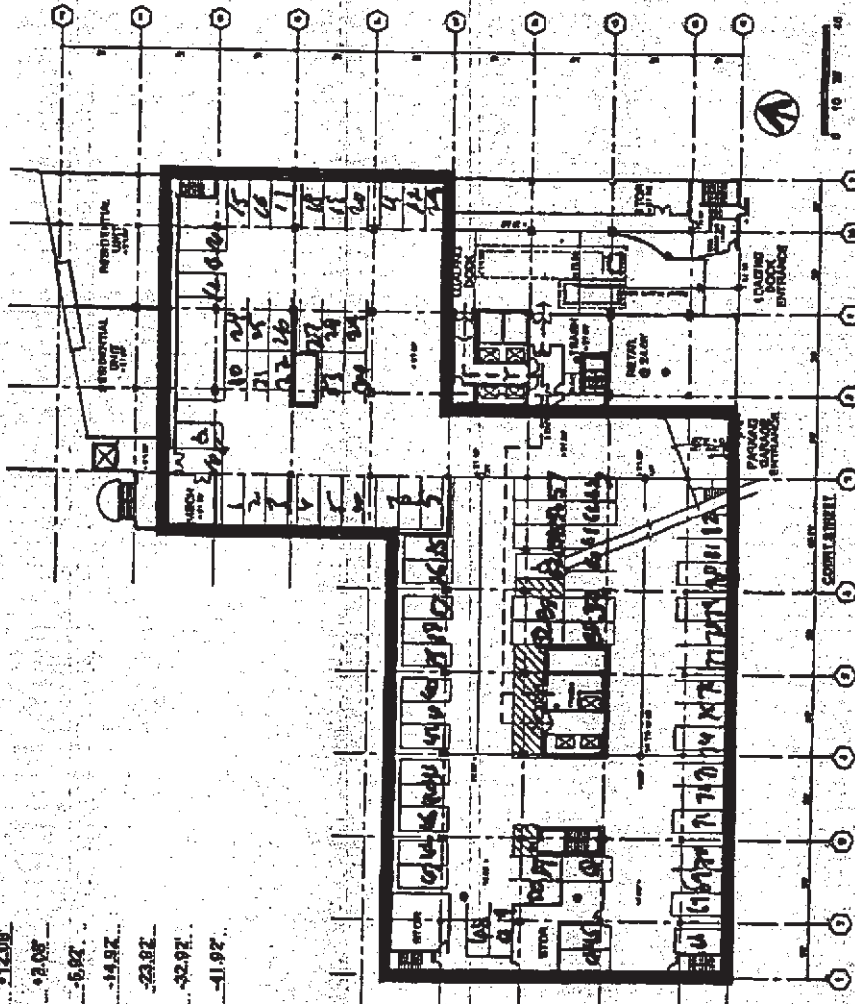






APRIL 7, 2006  
 CONTRACT WITH MARK B. STEFFAN, INC. ARCHITECT  
 MARK B. STEFFAN, AIA, CSI, NCARB  
 ARCHITECT  
 FISHER FRIEDMAN ASSOCIATES  
 DESIGN CONSULTANT

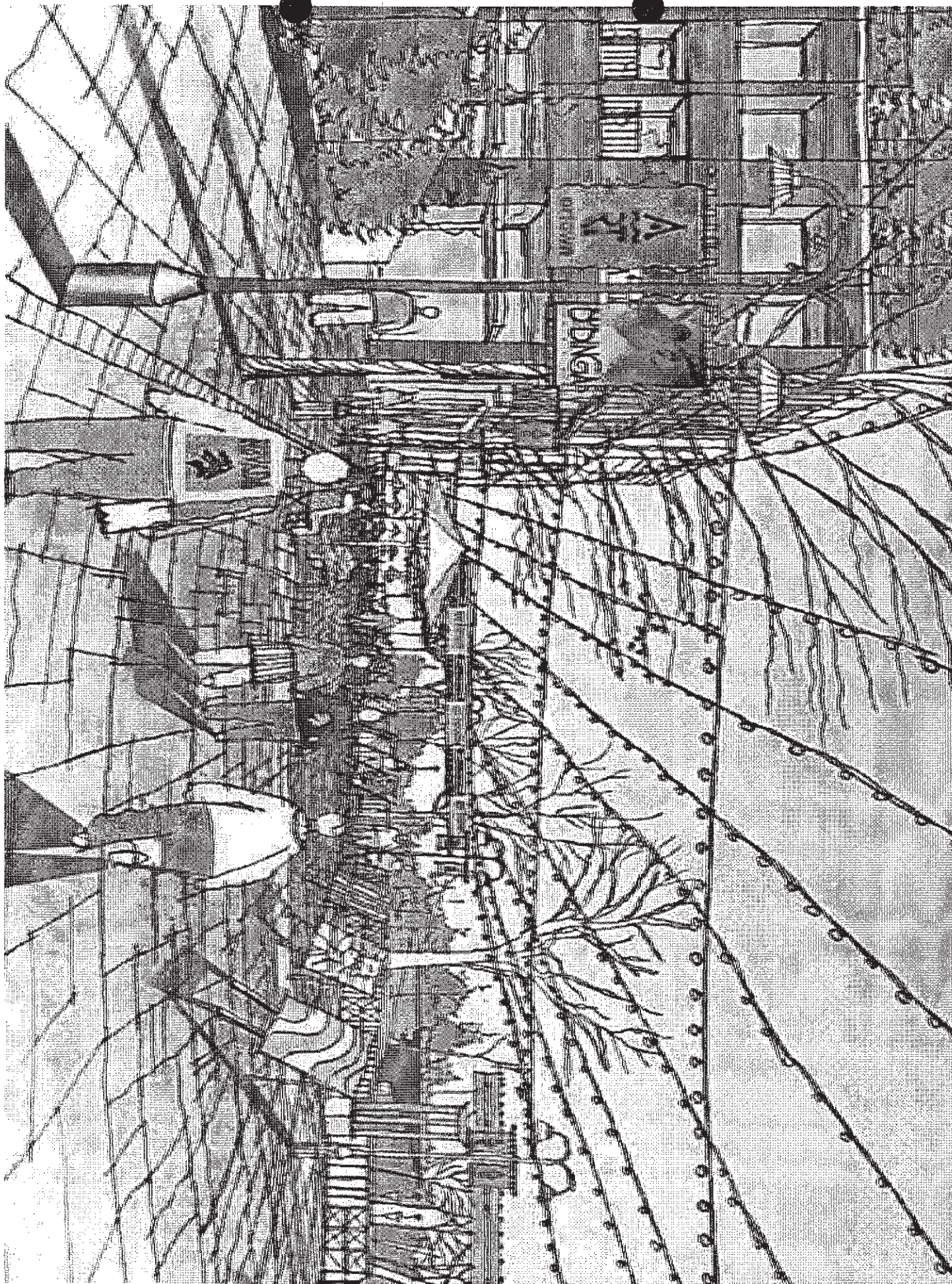
PODIUM	+44.08'
G1	+30.03'
G2	+21.08'
G3	+12.08'
G4	+3.08'
G5	-6.92'
G6	-14.92'
G7	-23.92'
G8	-32.92'
G9	-41.92'



G2 GARAGE @ +21.08'  
 82 PARKING STALLS

X



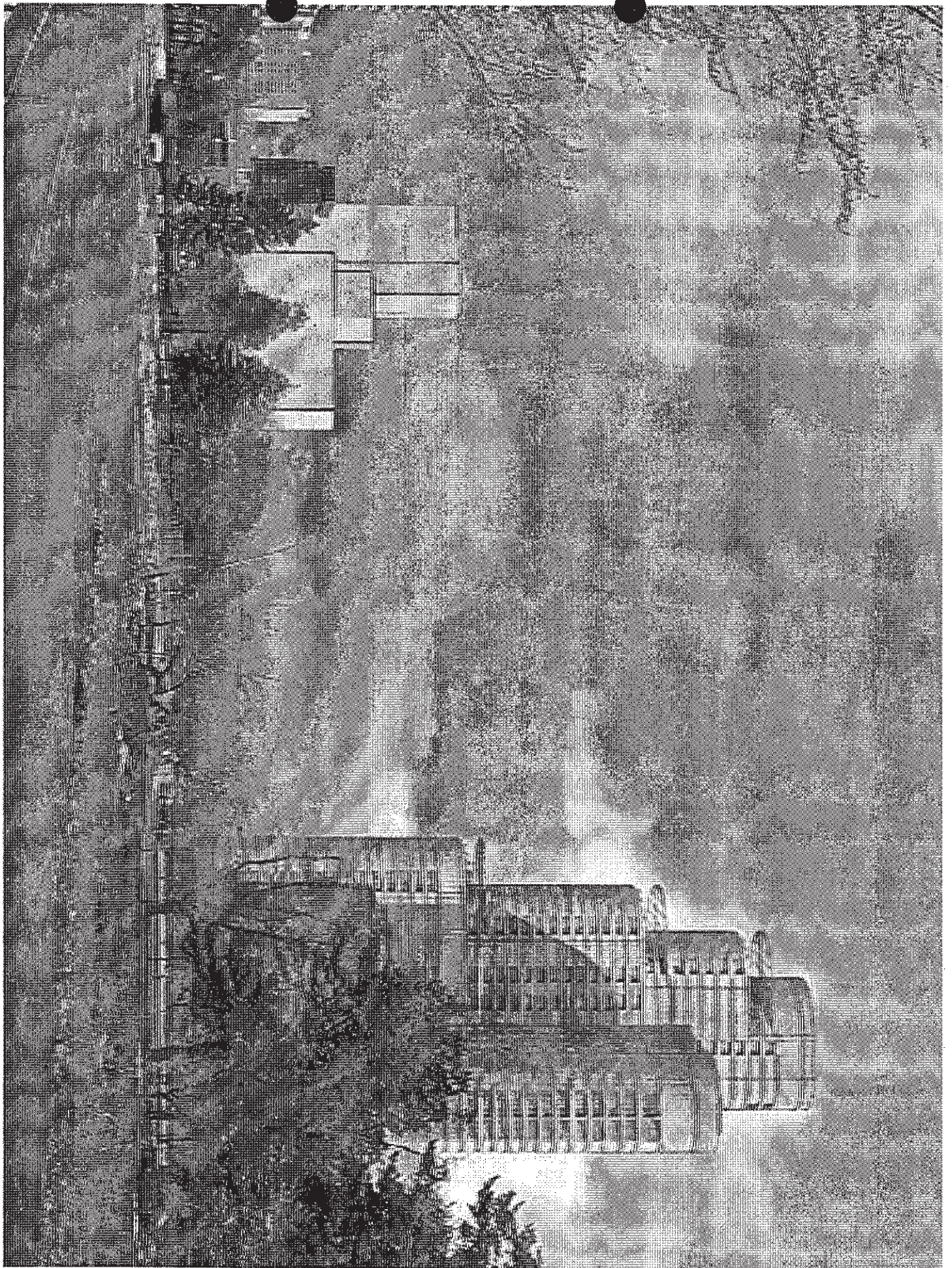






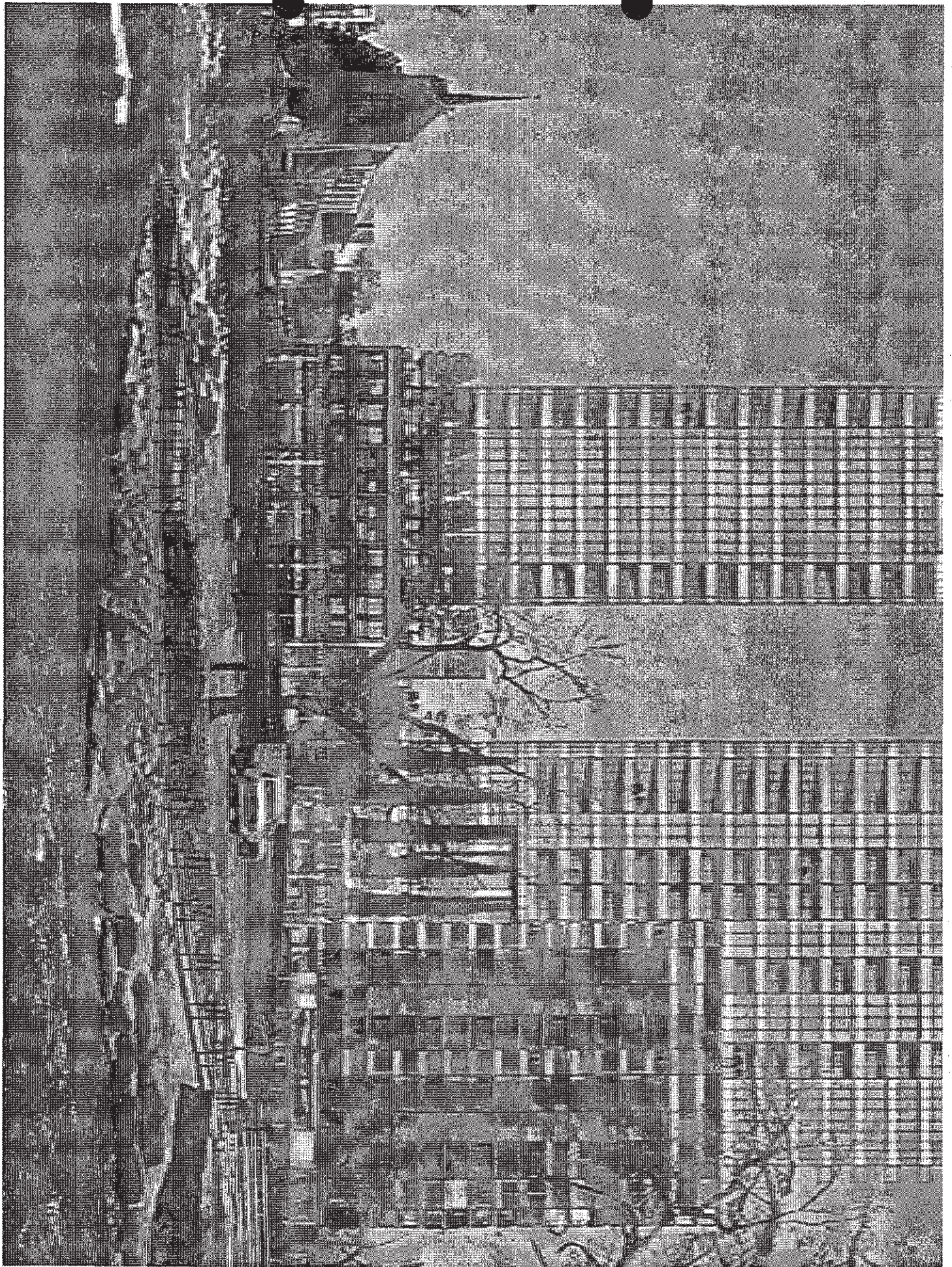
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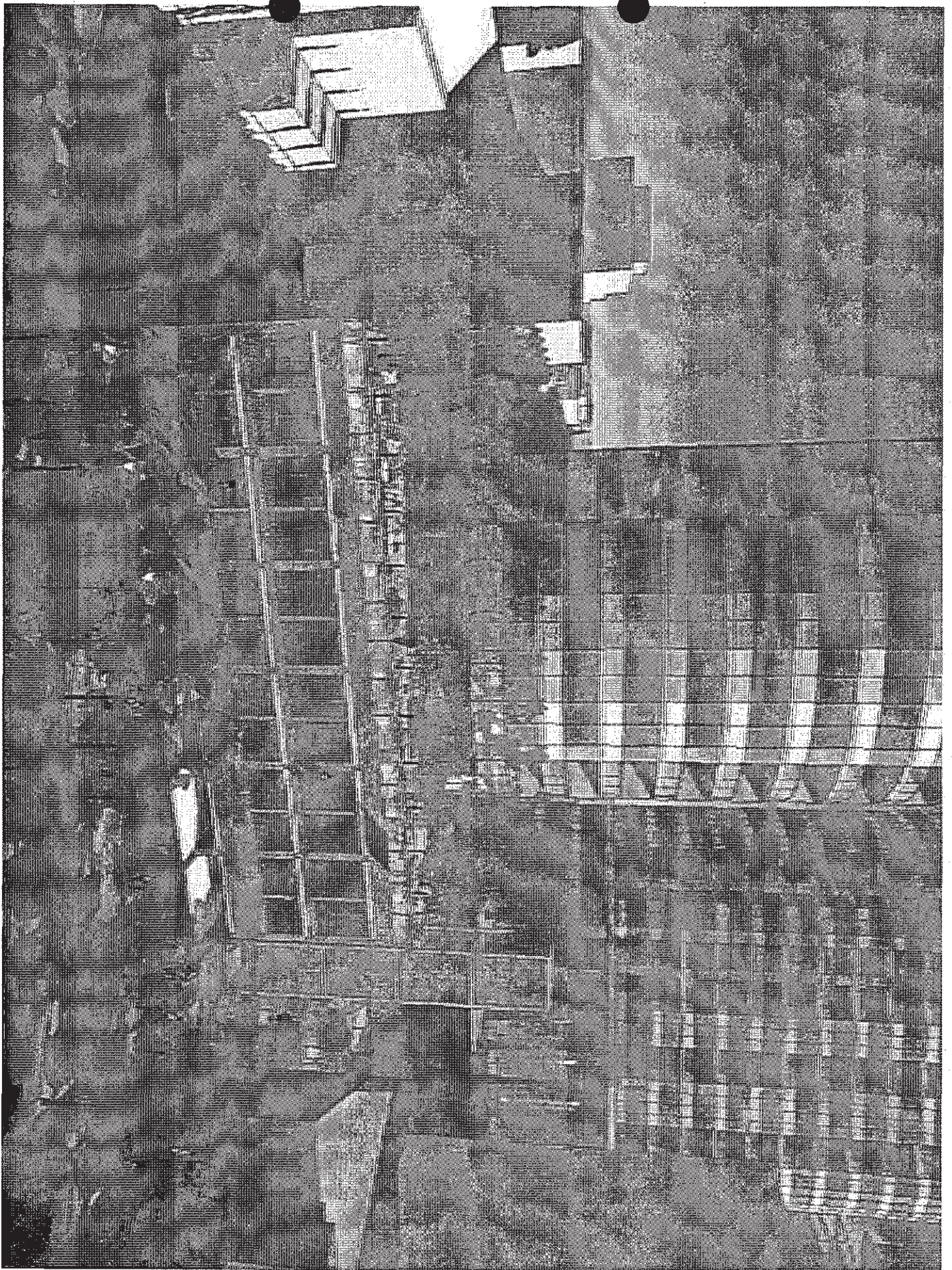
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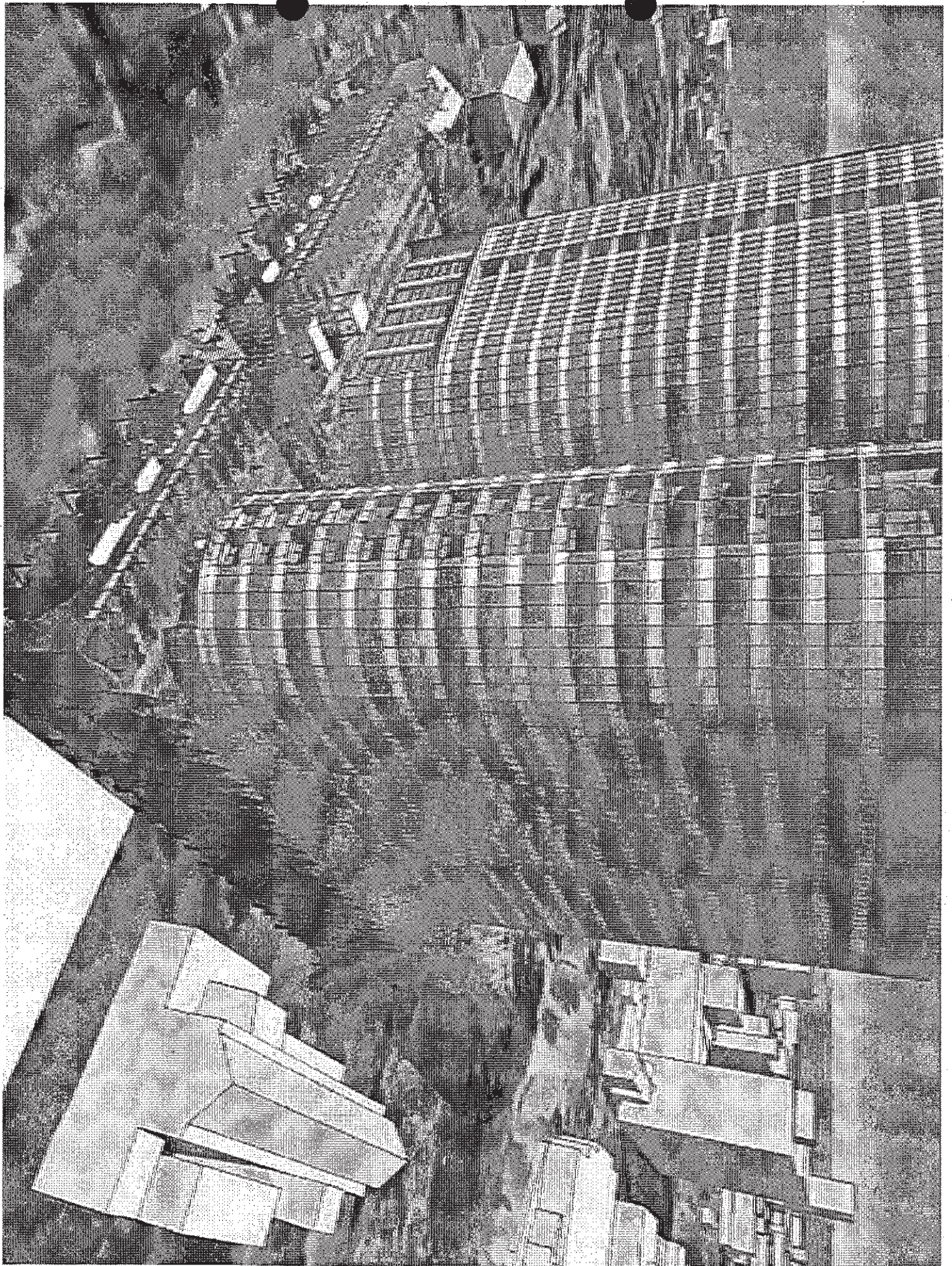
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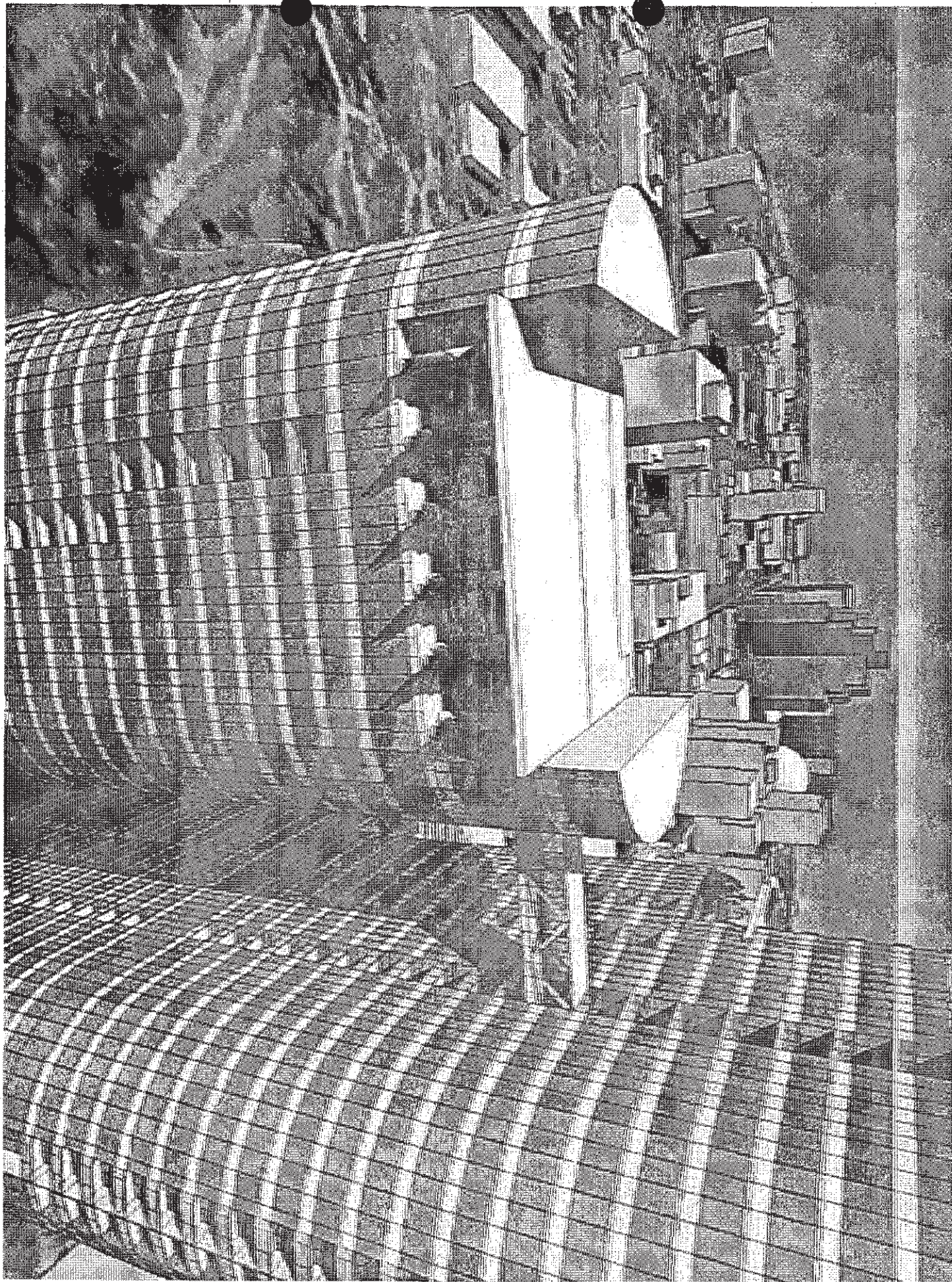
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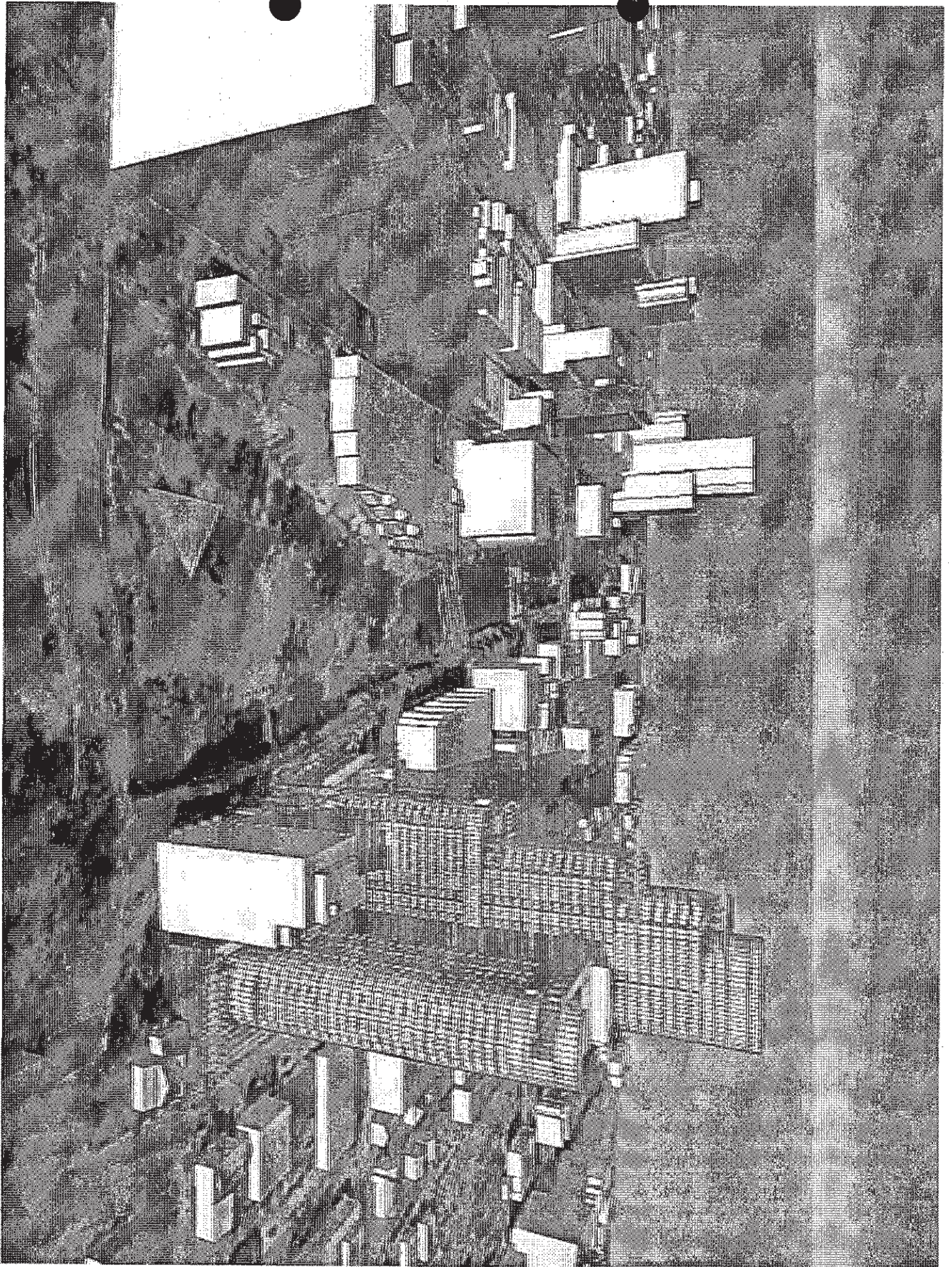
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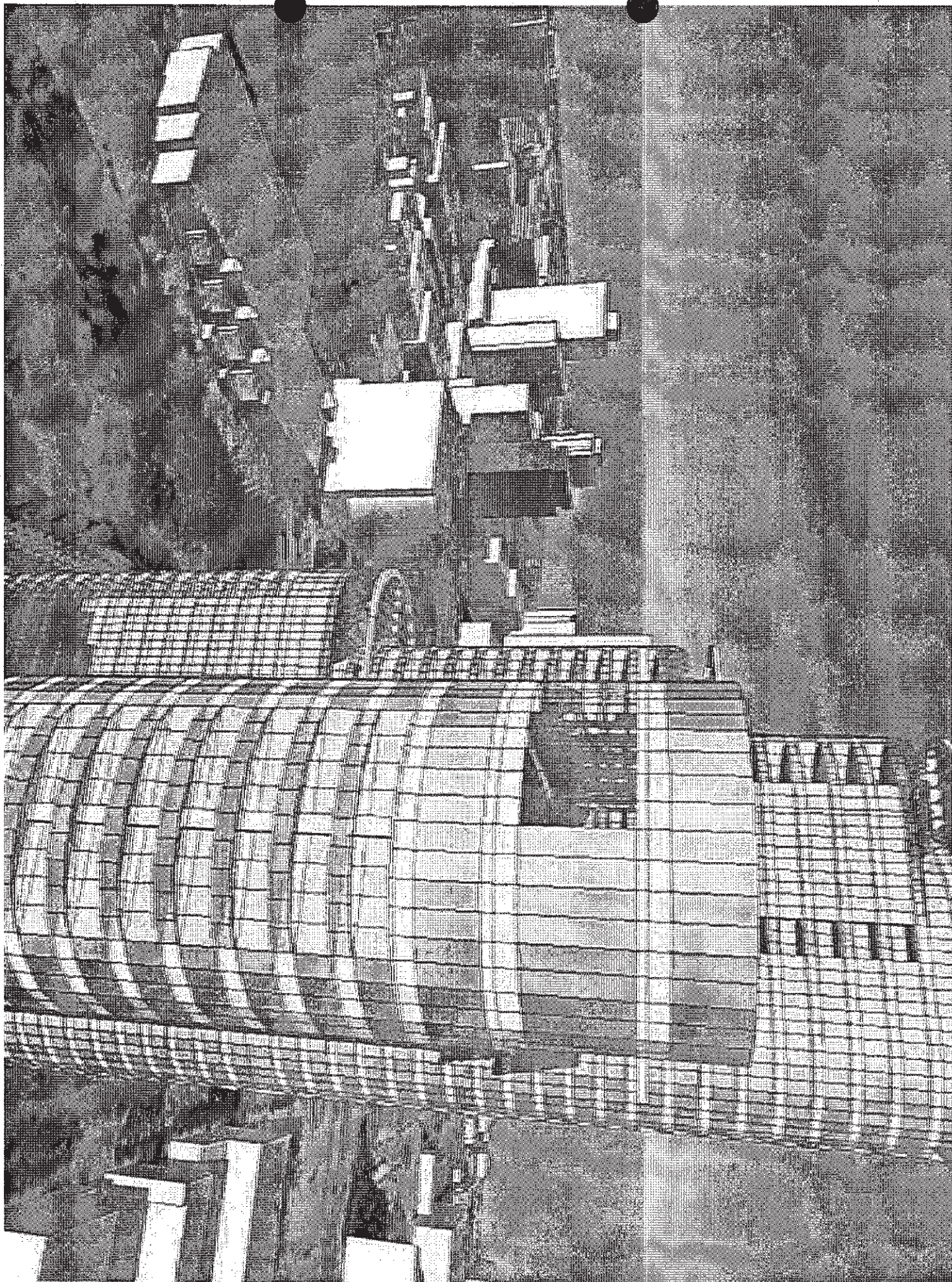
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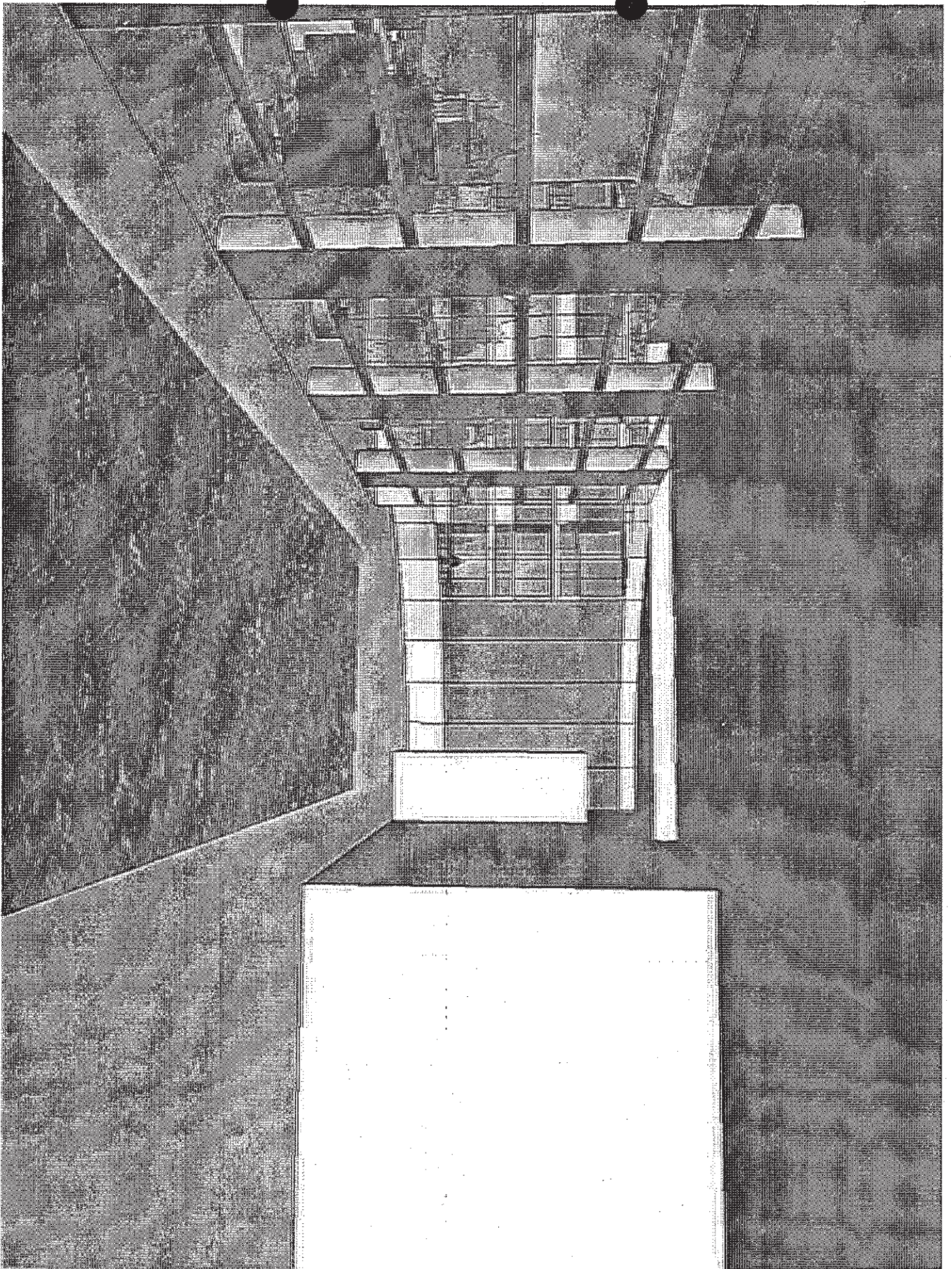
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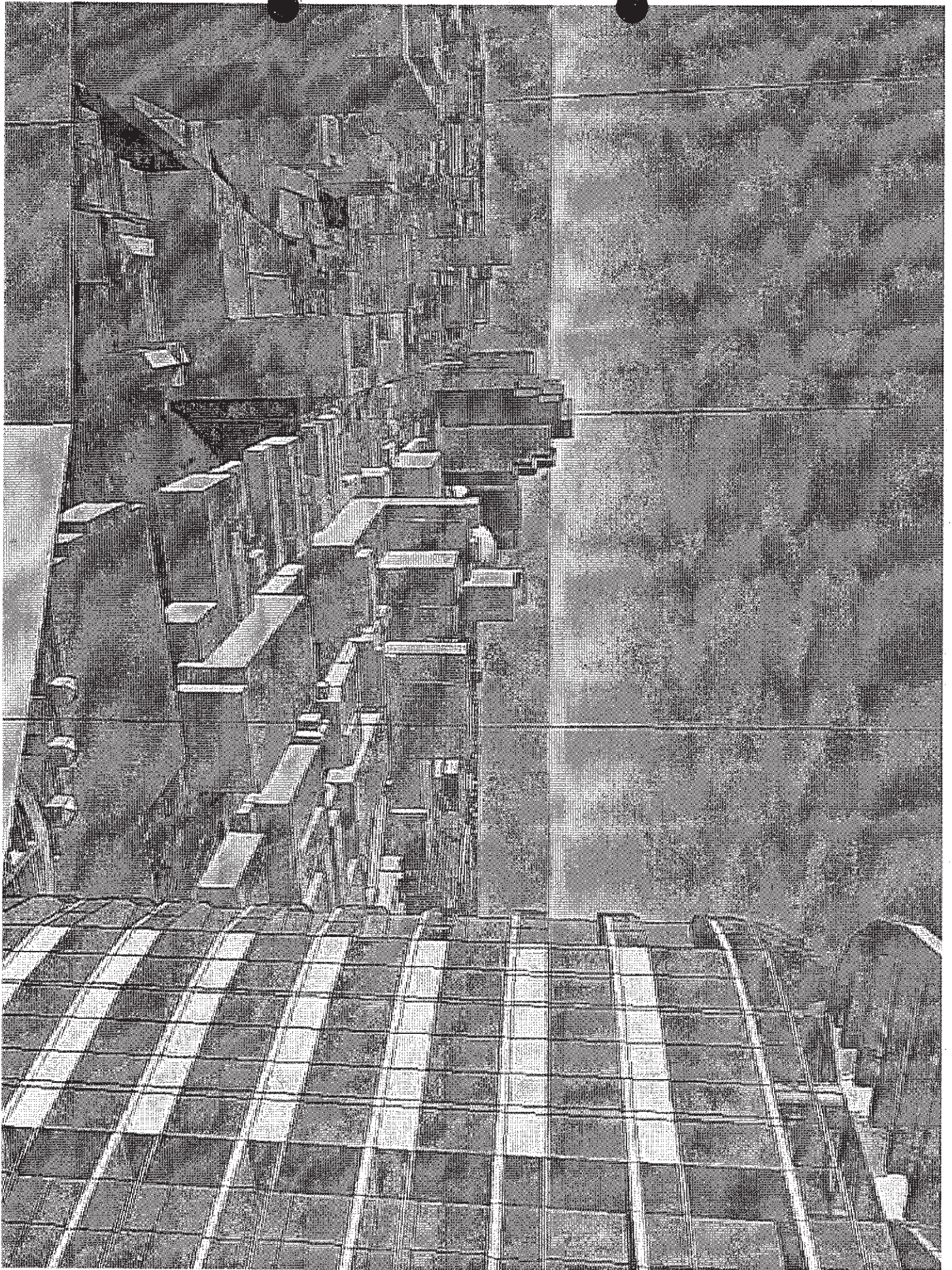
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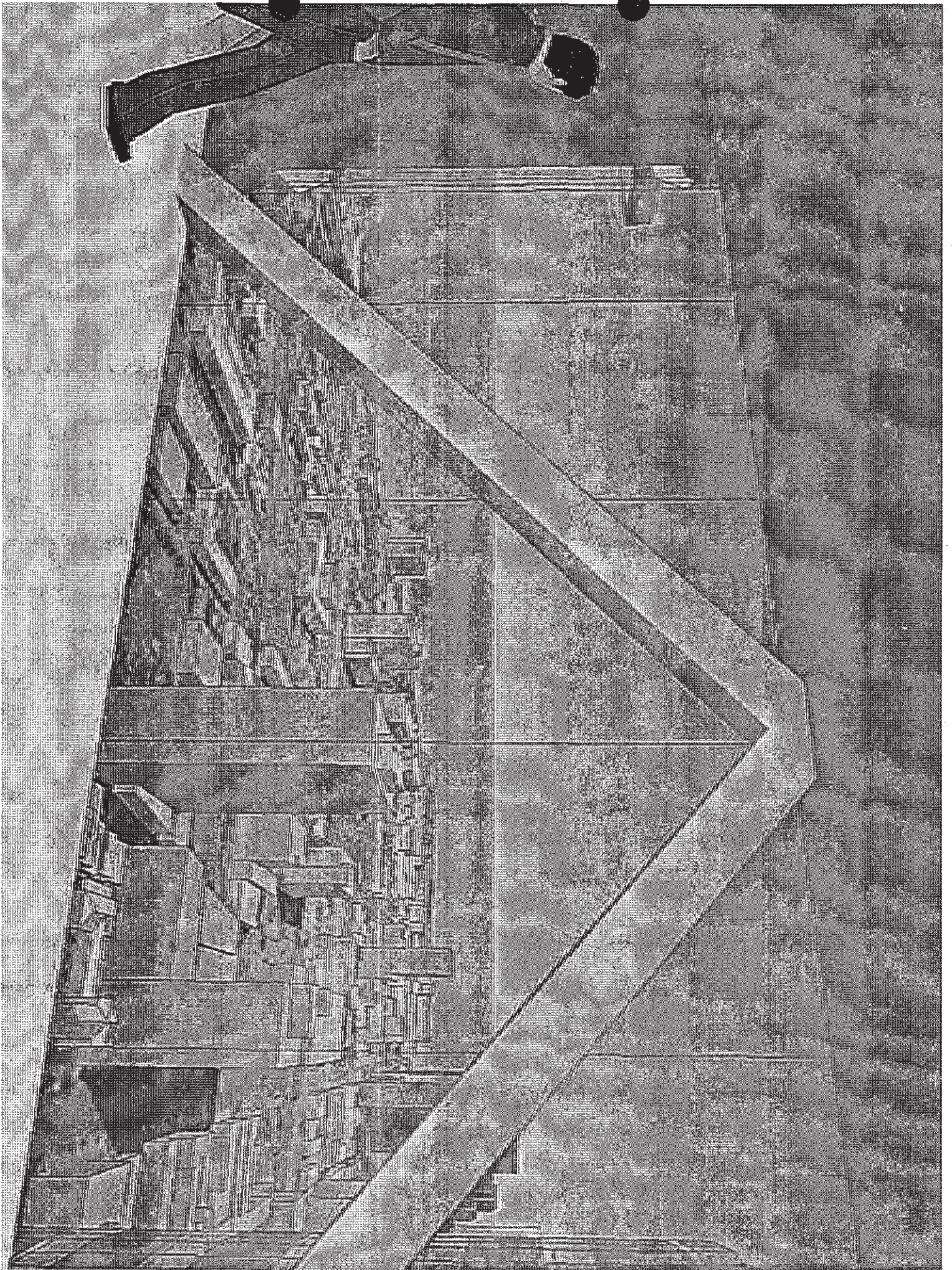
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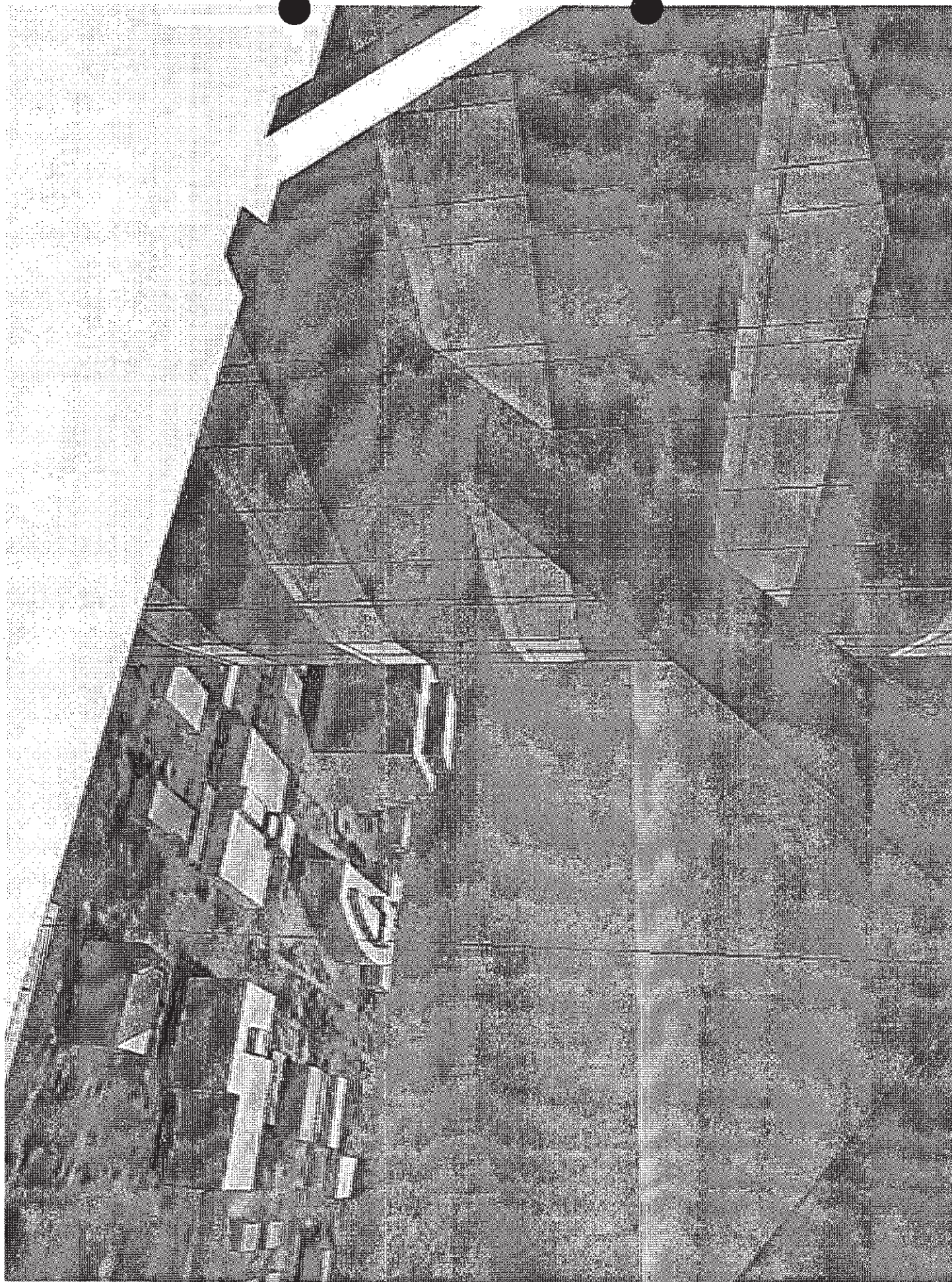
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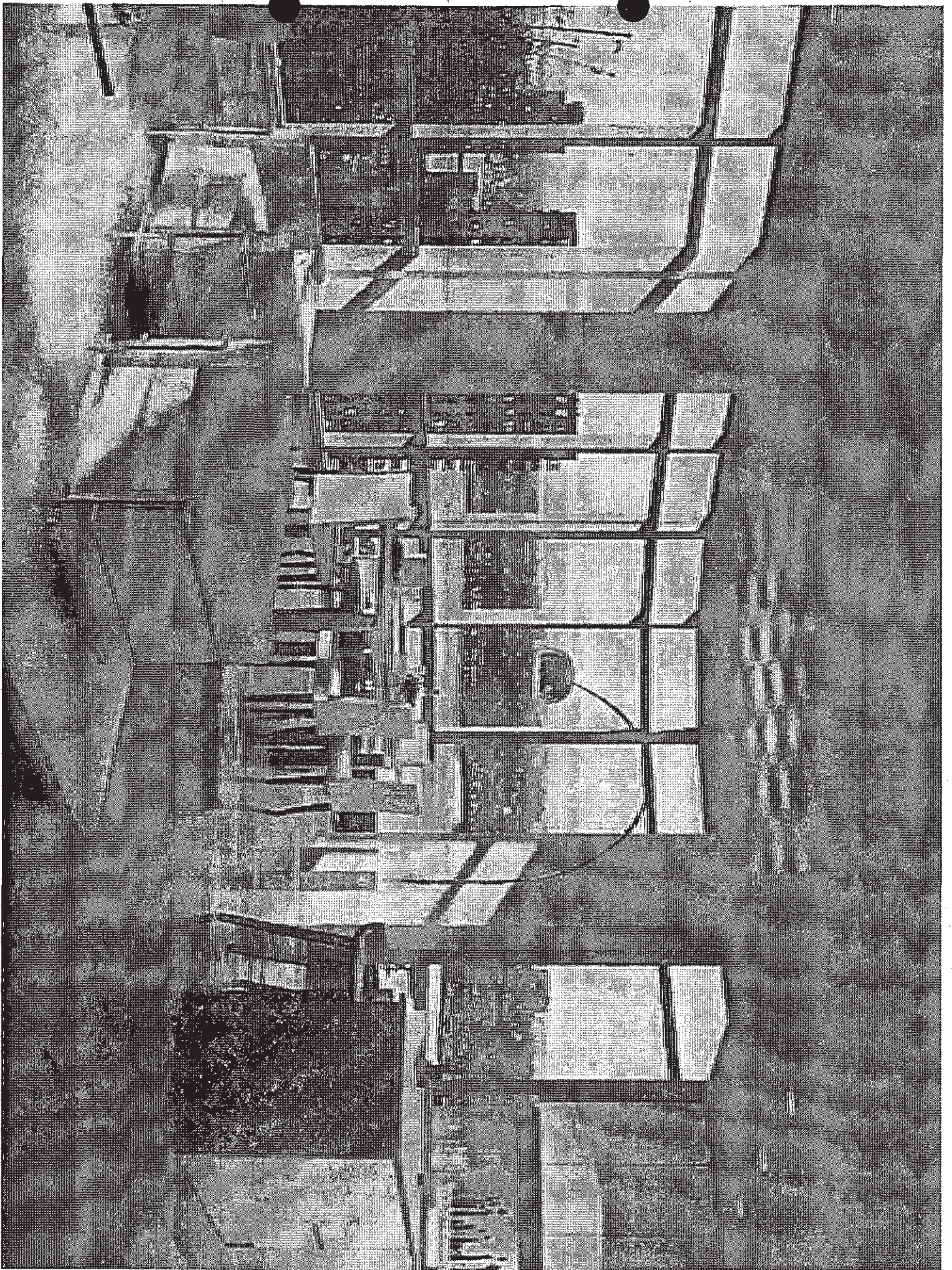
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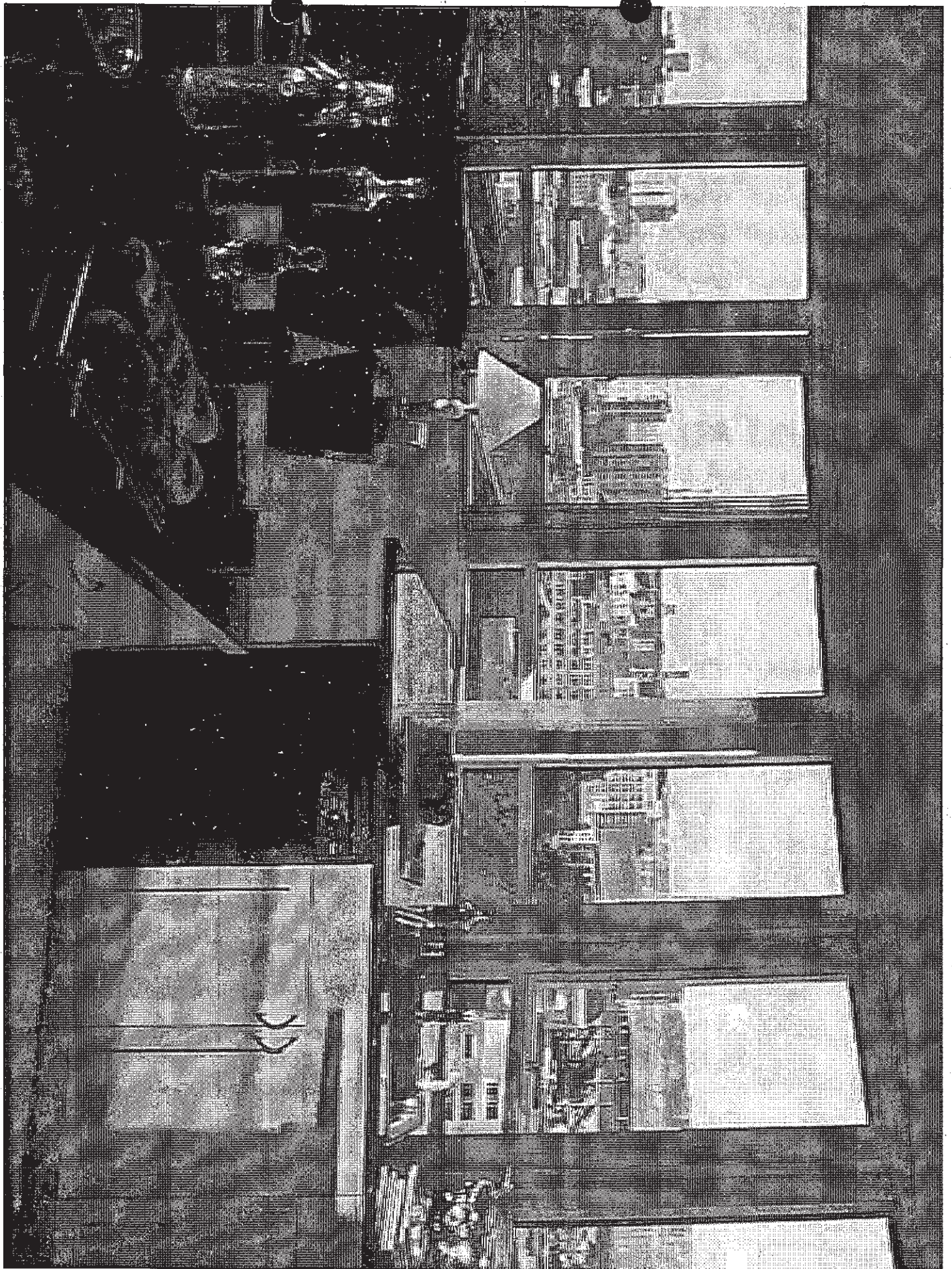
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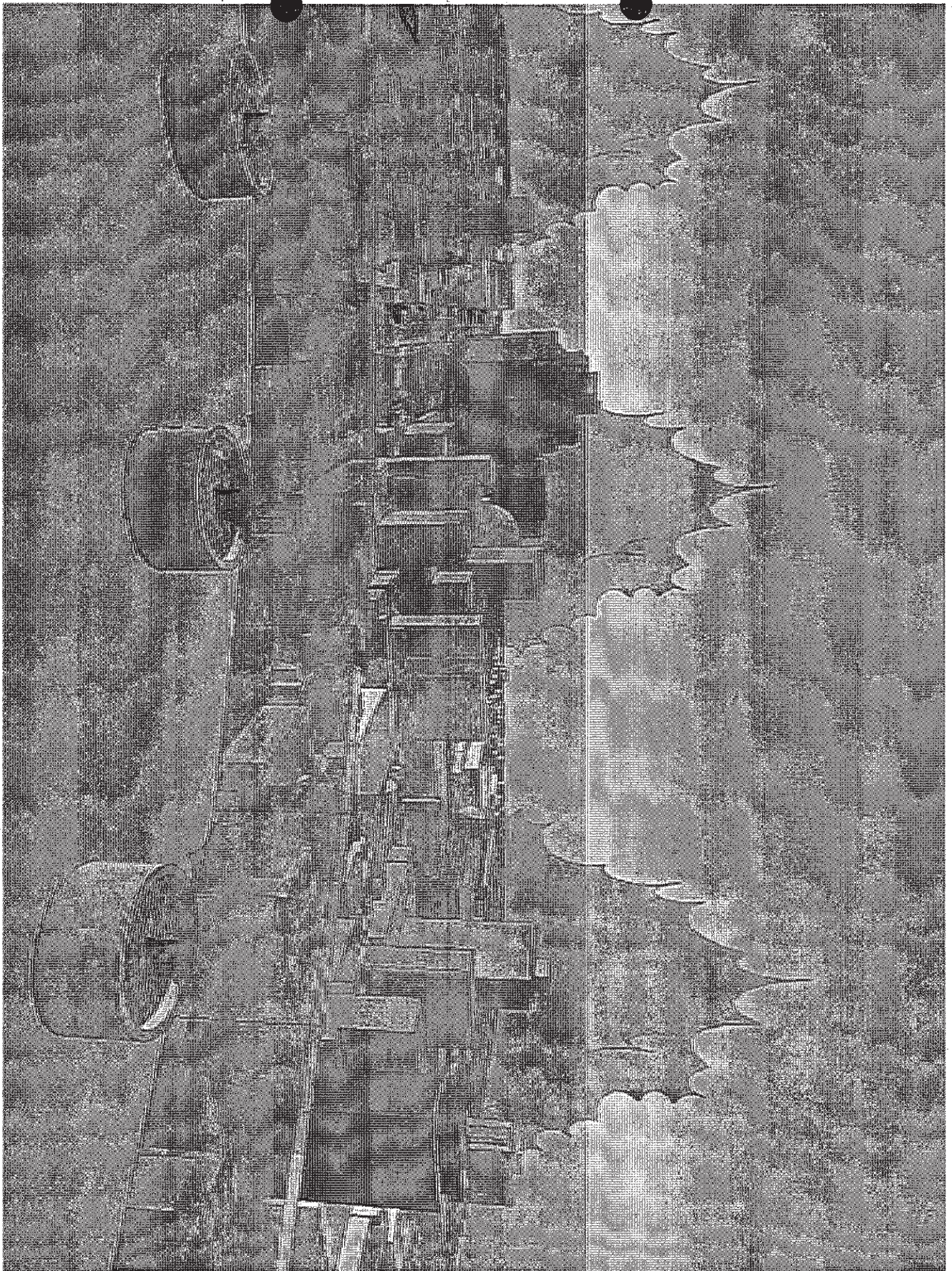
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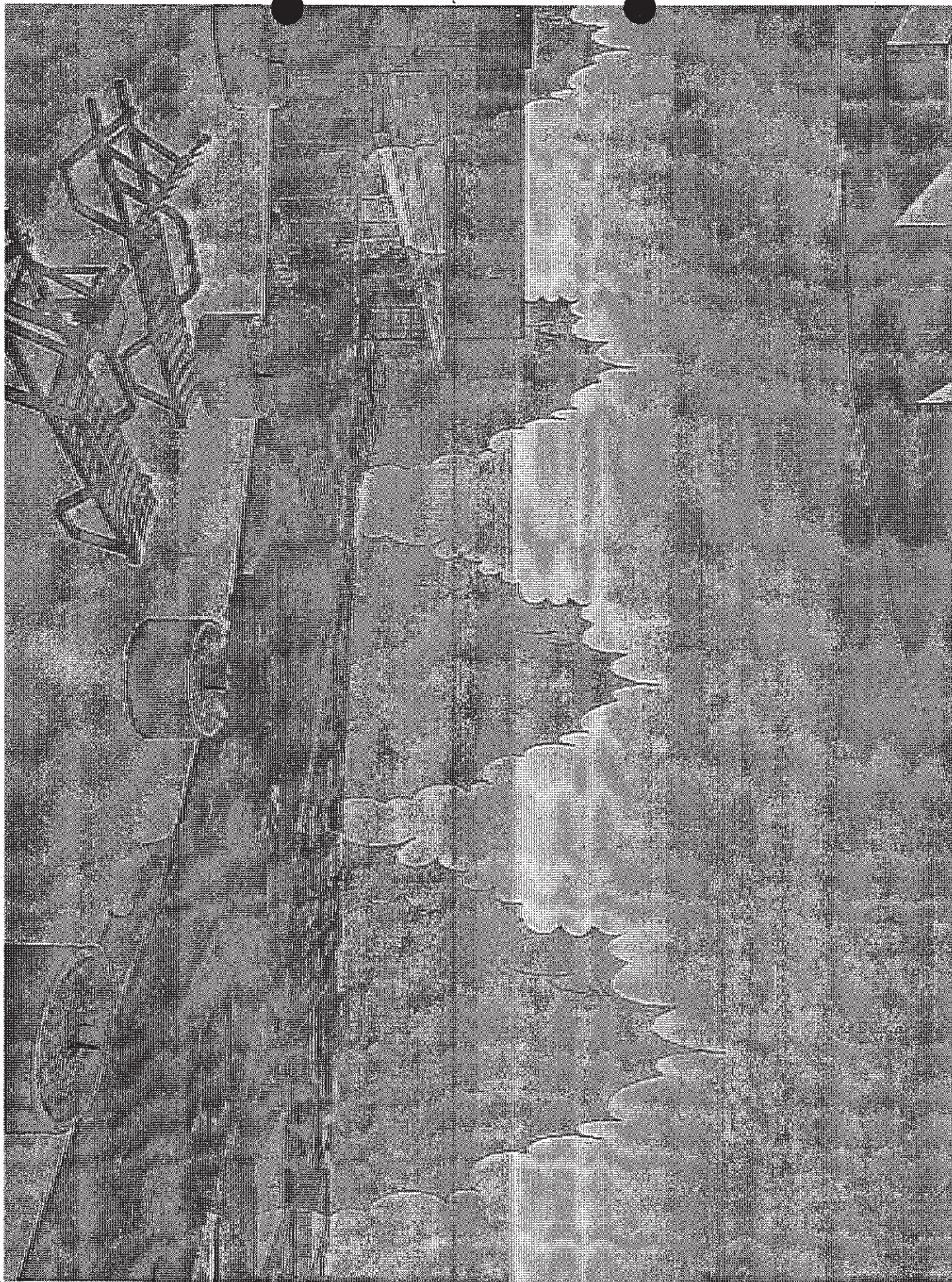
AA2852





AA2853





AA2854





AA2855



**IN THE SUPREME COURT OF THE STATE OF NEVADA**

JOHN ILIESCU, JR. individually, JOHN  
ILIESCU, JR. and SONNIA SANTEE  
ILIESCU, as Trustees of the JOHN  
ILIESCU, JR. AND SONNIA ILIESCU  
1992 FAMILY TRUST AGREEMENT,

Appellants

vs.

MARK B. STEPPAN,

Respondent.

Electronically Filed  
Aug 11 2016 02:07 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**Supreme Court No. 68346**  
Washoe County Case No. CV07-  
00341  
(Consolidated w/CV07-01021)

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**APPELLANTS' SUPPLEMENTAL APPENDIX  
VOLUME XIII**

---

Appeal from the Second Judicial District Court of the State of Nevada  
in and for the County of Washoe County  
Case No. CV07-00341

G. MARK ALBRIGHT, ESQ.

Nevada Bar No. 001394

D. CHRIS ALBRIGHT, ESQ.

Nevada Bar No. 004904

**ALBRIGHT, STODDARD, WARNICK & ALBRIGHT**

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## DOCUMENT INDEX

<b>DOC.</b>	<b>FILE/HRG. DATE</b>	<b>DOCUMENT DESCRIPTION</b>	<b>VOL.</b>	<b>BATES NOS.</b>
72	04/17/08	Additional Exhibits to Applicants/ Defendants' Motion for Partial Summary Judgment not previously attached with original Appellants Appendix including Exhibits 1, 3, pages 25-152 of Exhibit 7, 8, 9, pages 13-56 of Exhibit 12	XII, XIII	AA2572-2912
73	Taken 09/29/08 Filed 12/11/13	Deposition Transcript of Mark Steppan on September 29, 2008 (Pages 1-75)	XIII	AA2913-2987
74	Taken 02/16/10 Filed 12/11/13	Deposition Transcript of Mark Steppan on February 16, 2010 (Pages 1-203), including Exhibits	XIII, XIV	AA2988-3279
75	Taken 03/02/10 Filed 12/11/13	Deposition Transcript of Mark Steppan on March 2, 2010 (Pages 1-420), including Exhibits	XIV, XV, XVI, XVII	AA3280-3958
76	Taken 03/03/10 Filed 12/11/13	Deposition Transcript of Mark Steppan on March 3, 2010 (Pages 421-519), including Exhibits	XVII, XVIII, XIX	AA3959-4402
77	09/27/12	Order Granting Mark Steppan's Motion for Reconsideration and Denying Motion to Dismiss, and Order Granting John Iliescu's Motion for Reconsideration and Denying [Hale Lane's] Motion for Summary Judgment	XIX	AA4403-4408
78	02/14/13	Second Stipulation to Stay Proceedings Against Defendant Hale Lane and Order to Stay and to Dismiss Claims Against Defendants Dennison, Howard and Snyder without Prejudice	XIX	AA4409-4411

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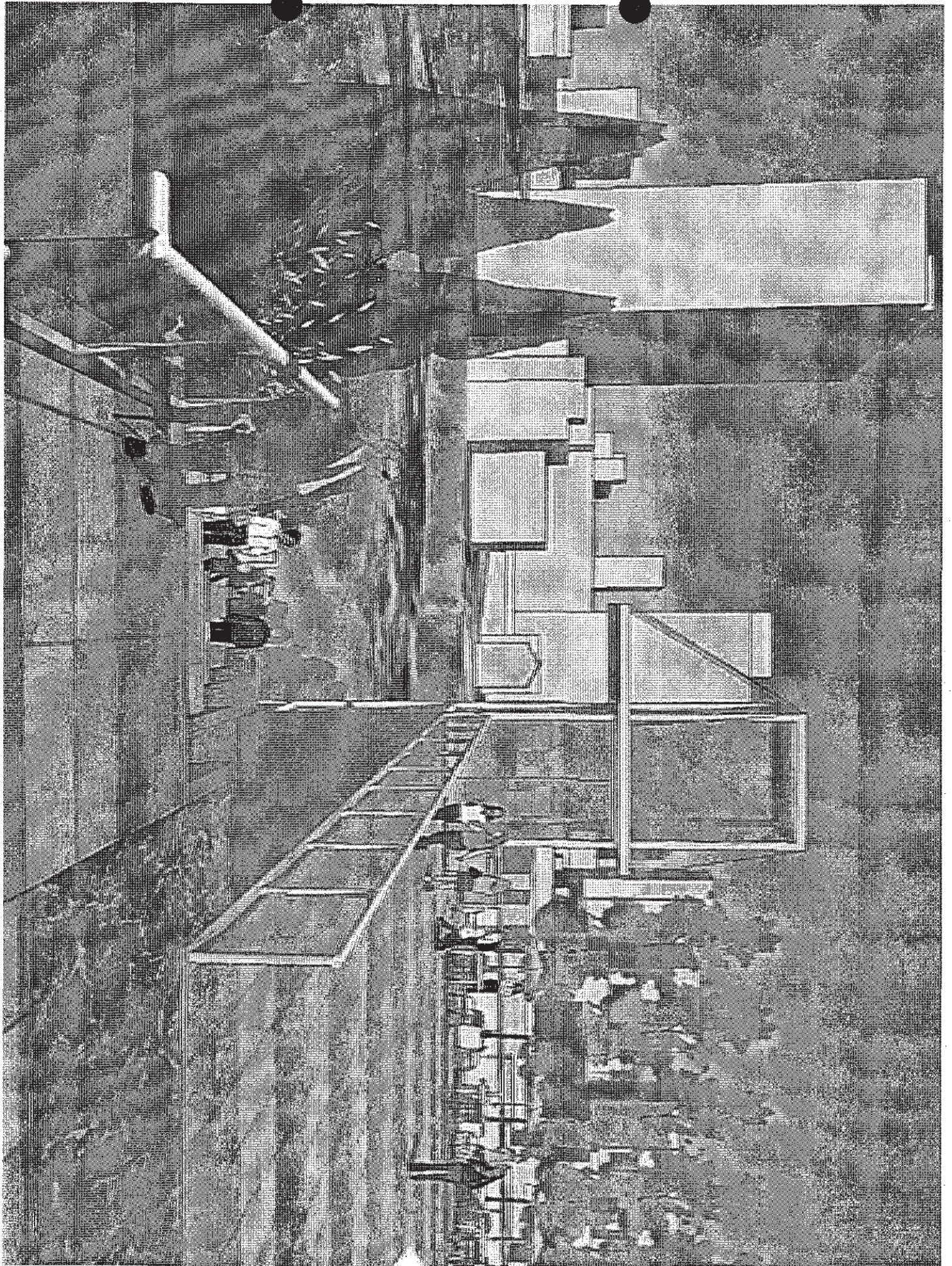
### CERTIFICATE OF SERVICE

Pursuant to NRAP 25(c), I hereby certify that I am an employee of ALBRIGHT, STODDARD, WARNICK & ALBRIGHT, and that on this 11<sup>th</sup> day of August, 2016, the foregoing **APPELLANTS' SUPPLEMENTAL APPENDIX VOLUME XIII**, 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:

Michael D. Hoy, Esq.  
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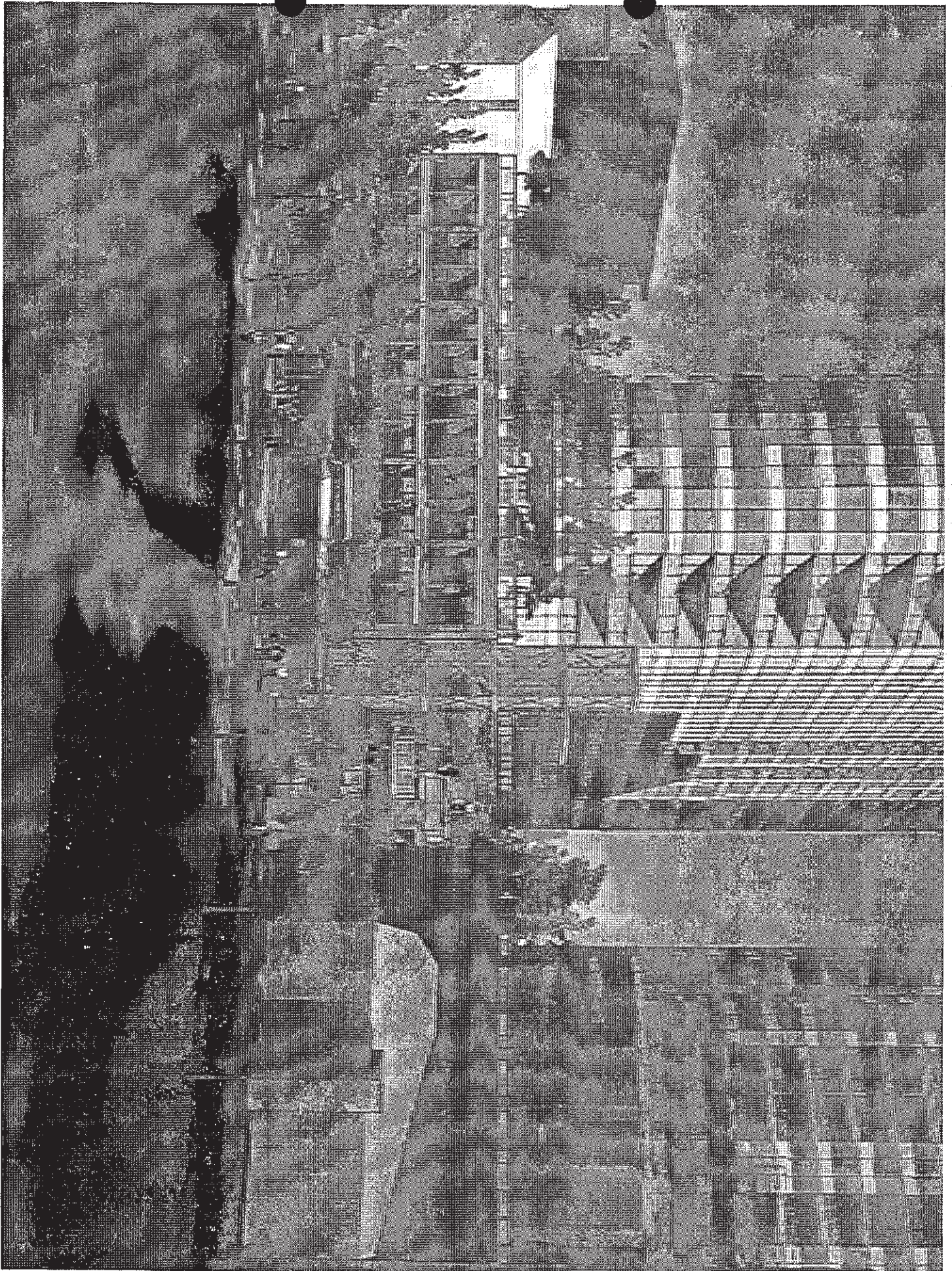
  
An employee of Albright, Stoddard, Warnick & Albright





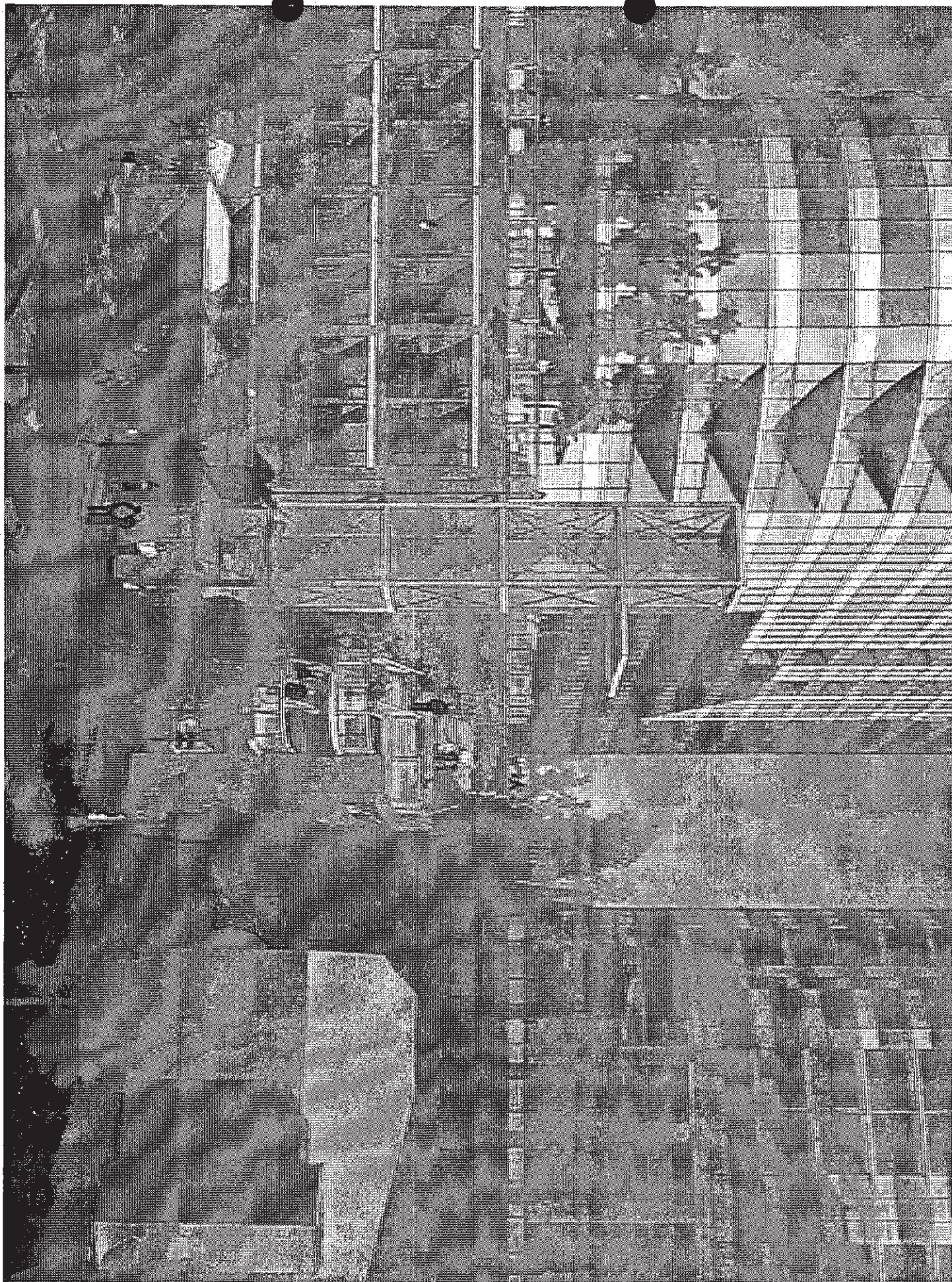
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AA2824





AA2825





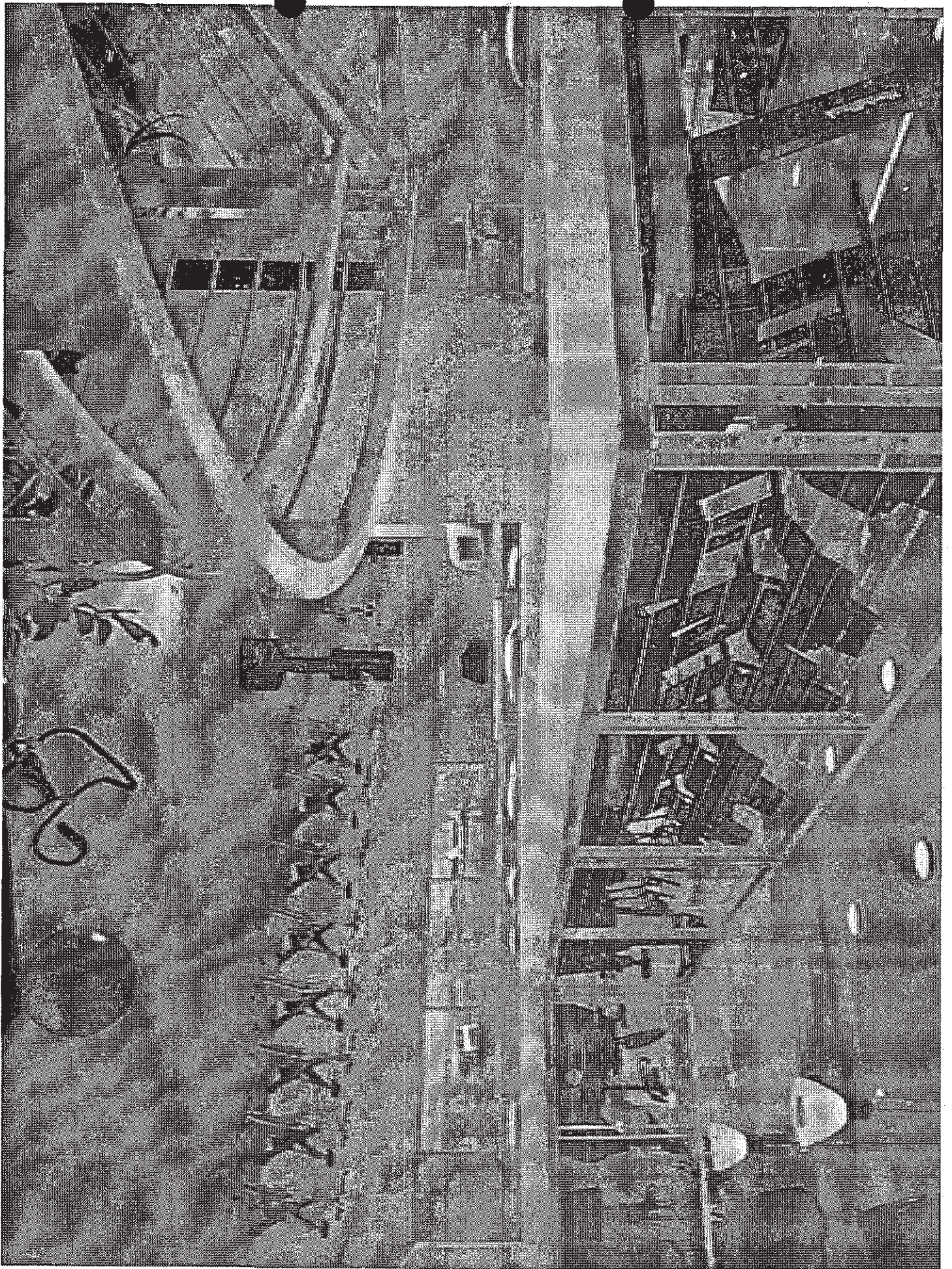
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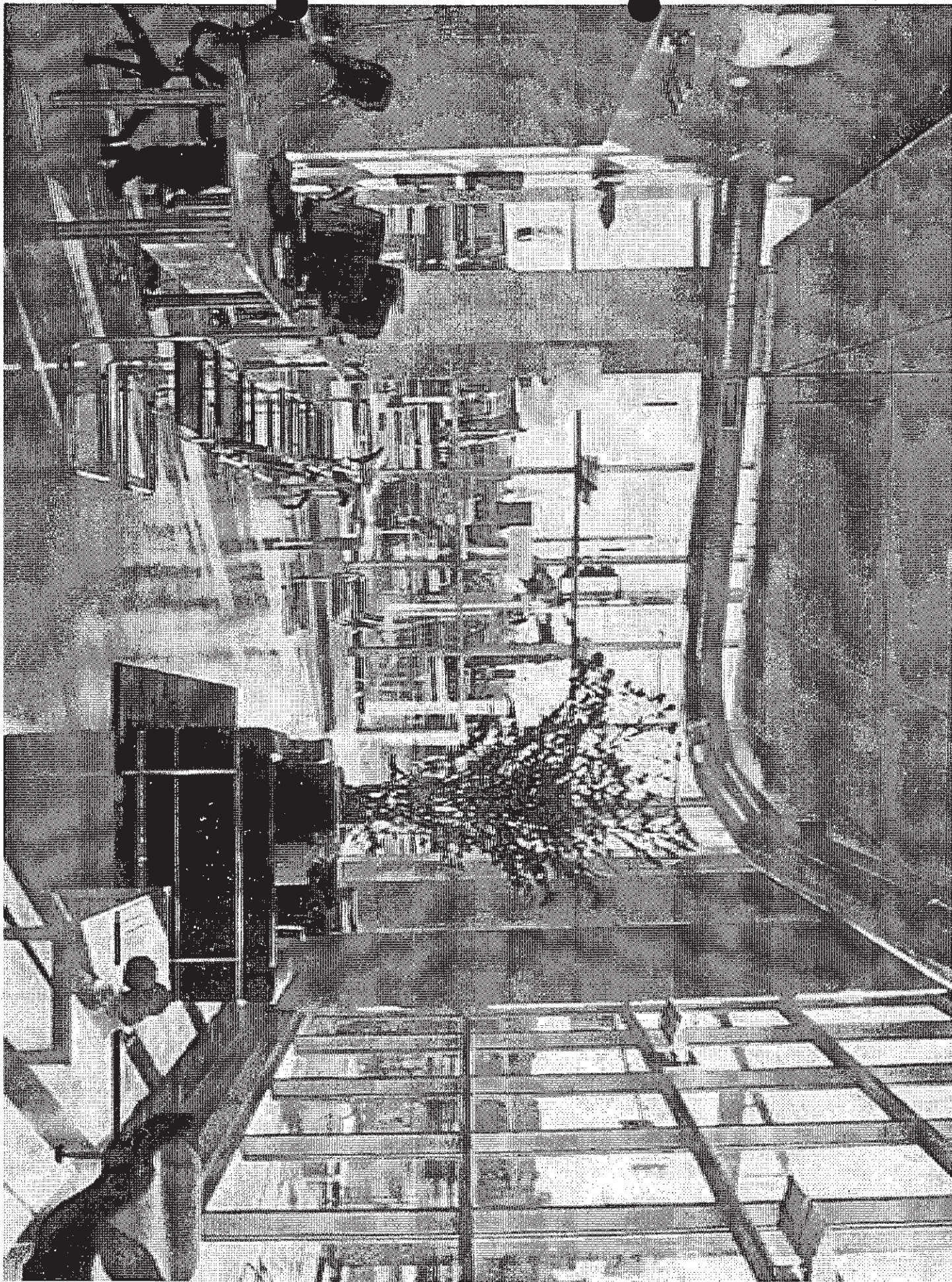
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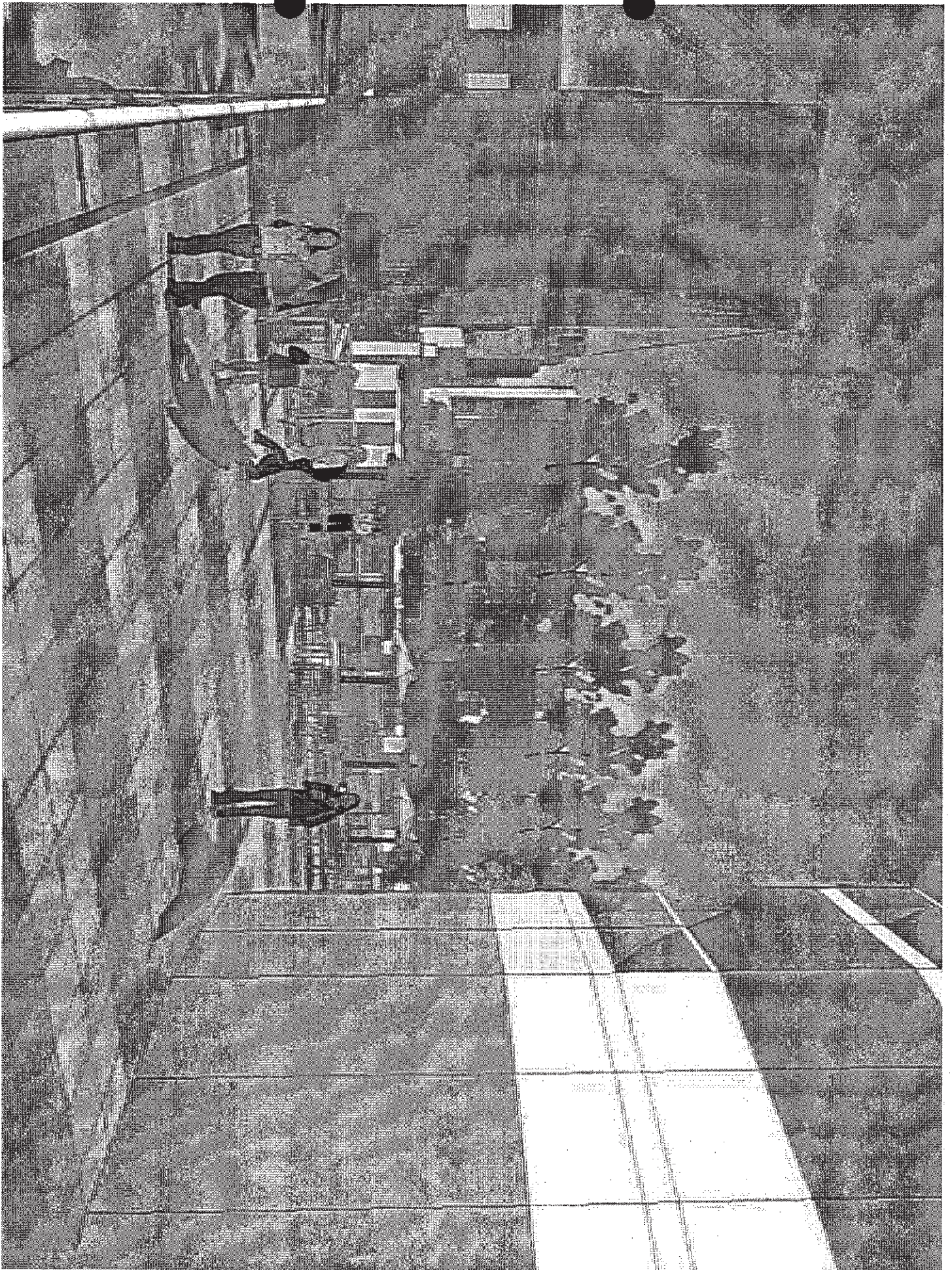
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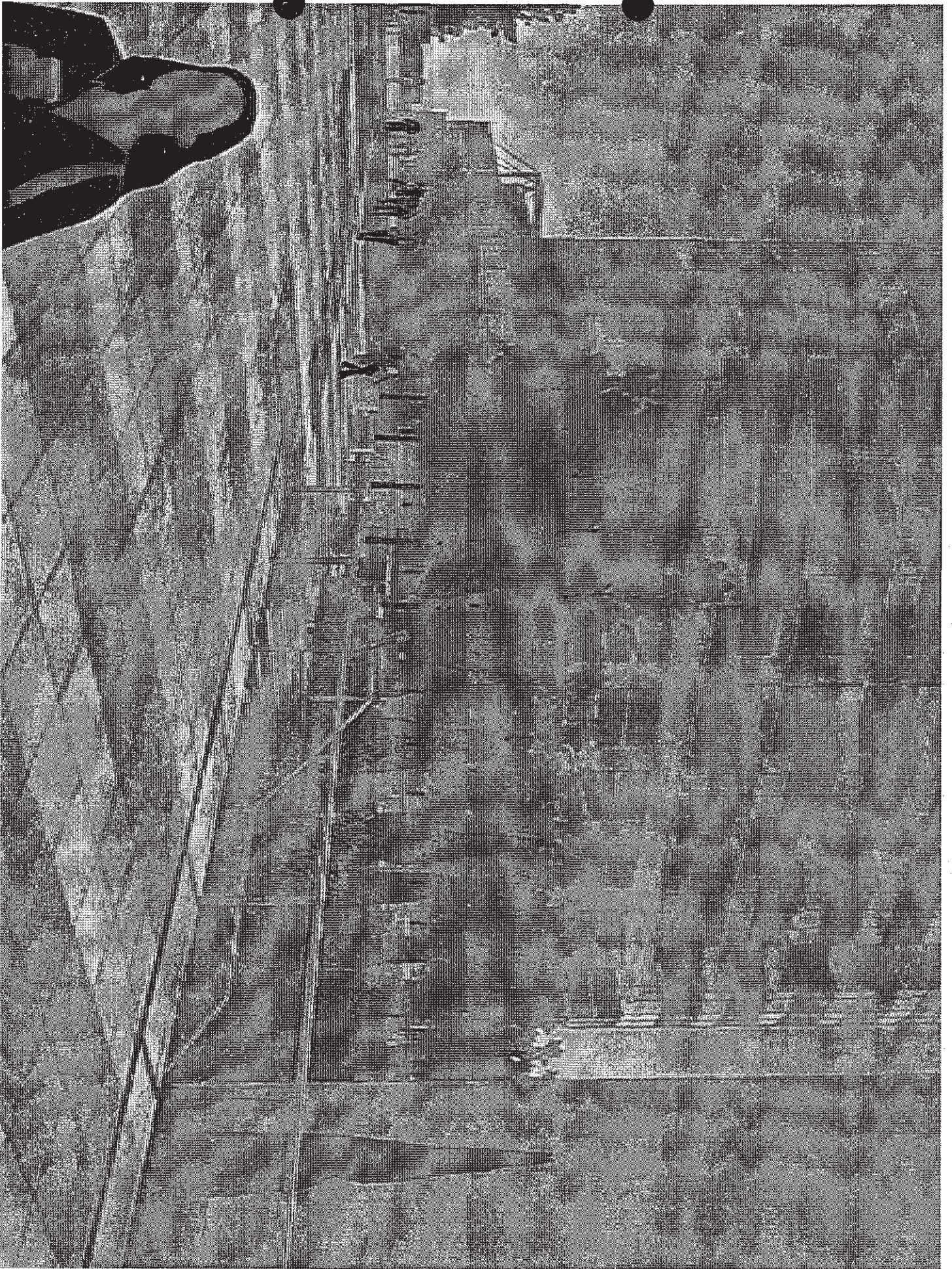
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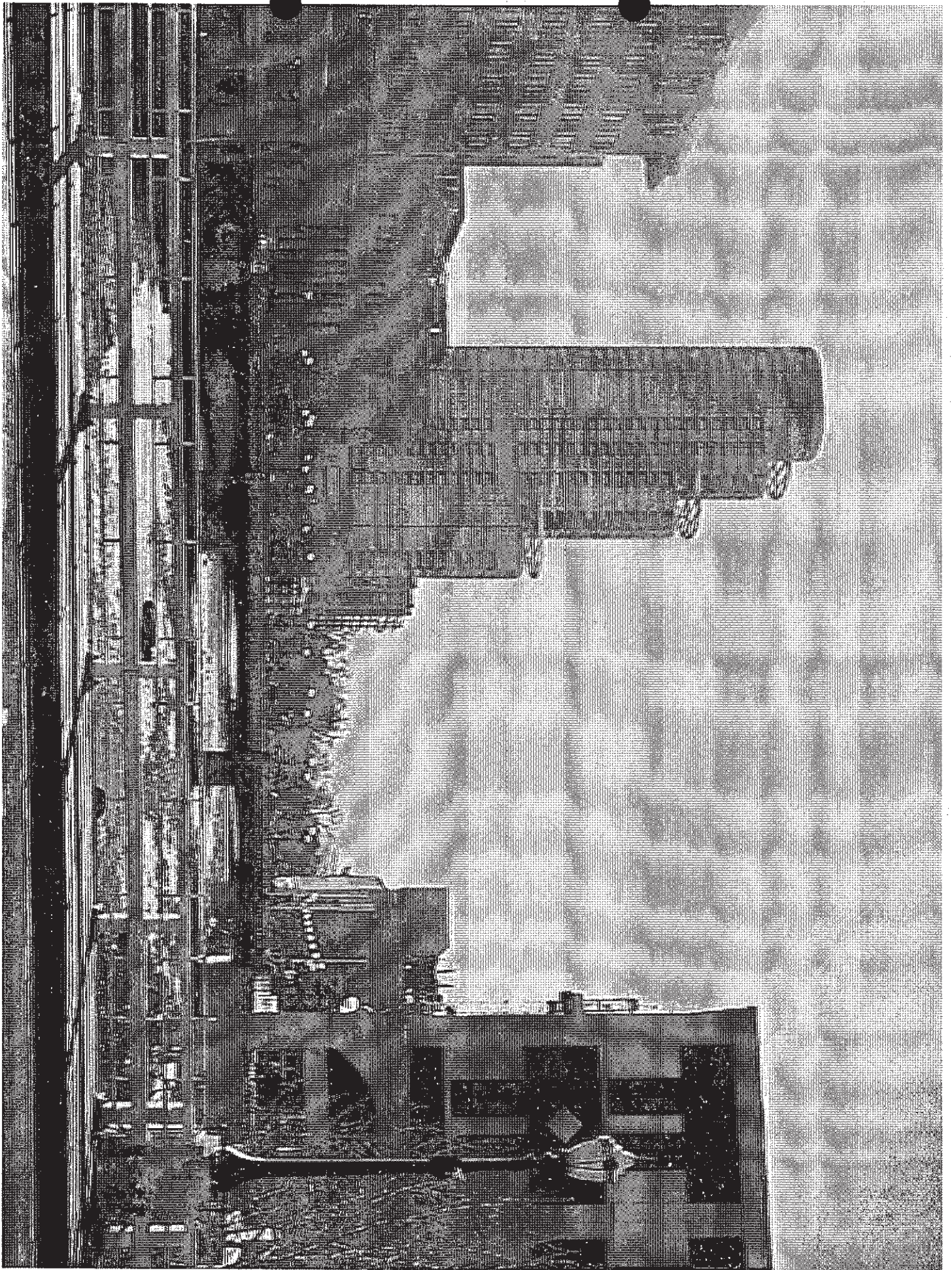
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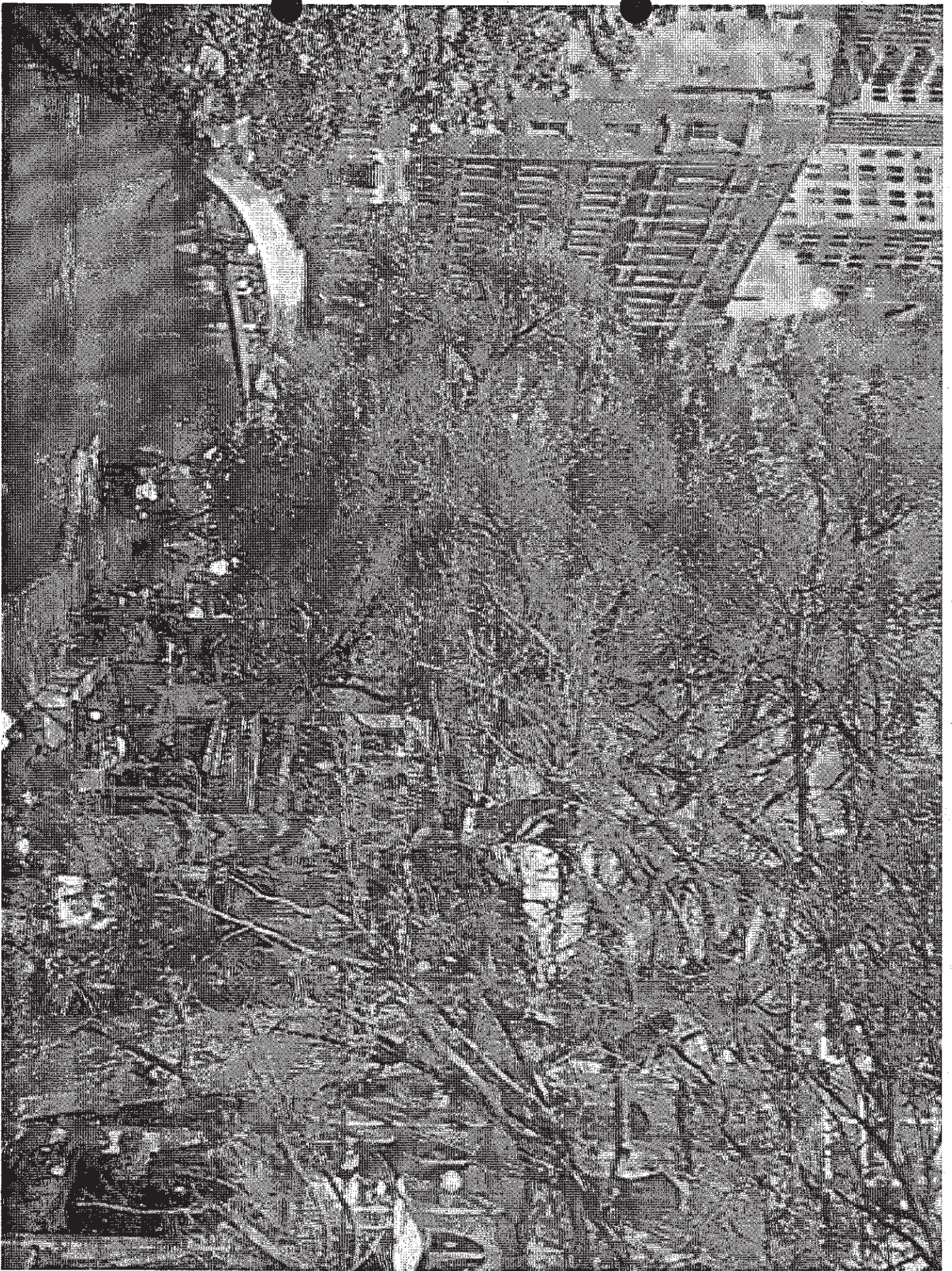
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AA2834





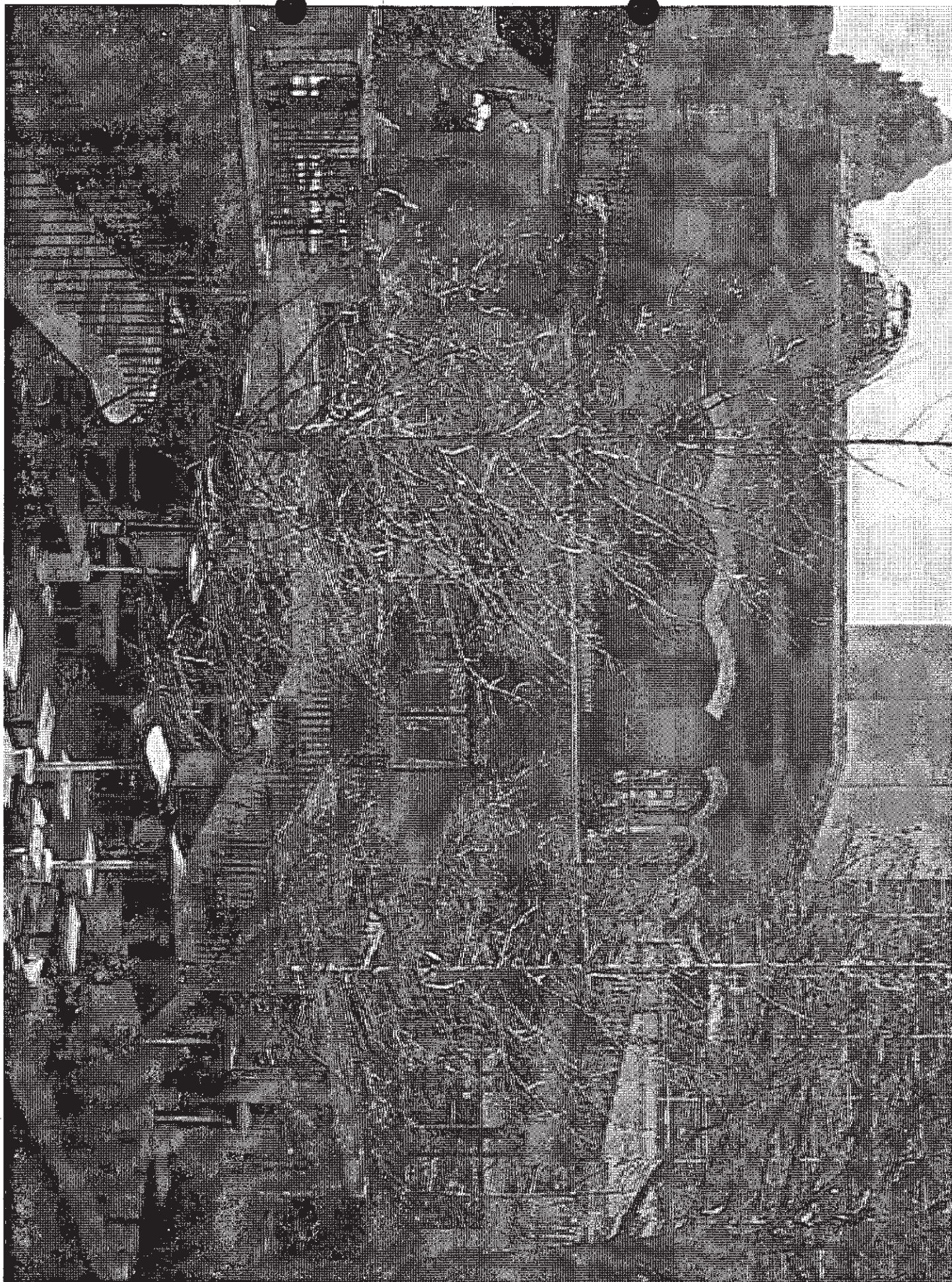
AA2835





AA2836





AA2837