

IN THE SUPREME COURT OF THE STATE OF NEVADA

VEGAS UNITED INVESTMENT SERIES)
105, INC., A NEVADA DOMESTIC)
CORPORATION,)
Appellant,)
vs.)
CELTIC BANK CORPORATION,)
SUCCESSOR-IN-INTEREST TO SILVER)
STATE BANK BY ACQUISITION OF)
ASSETS FROM THE FDIC AS RECEIVER)
FOR SILVER STATE BANK, A UTAH)
BANKING CORPORATION ORGANIZED)
AND IN GOOD STANDING WITH THE)
LAWS OF THE STATE OF UTAH,)
Respondents.)
_____)

Electronically Filed
Nov 02 2018 02:55 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 74163

APPEAL

From the Eighth Judicial District Court,

The Honorable Susan H. Johnson, District Judge

District Court Case No. A-15-728233-C

JOINT APPENDIX VOLUME VI

Roger P. Croteau, Esq.
Nevada Bar No. 4958
Timothy E. Rhoda, Esq.
Nevada Bar No. 7878
ROGER P. CROTEAU AND ASSOCIATES, LTD
2810 W. Charleston Blvd, Suite 75
Las Vegas, NV 89102
Telephone: (702) 254-7775
Facsimile: (702) 228-7719

Attorneys for Plaintiff/Appellant Vegas United Investment Series 105, Inc.

AMENDED INDEX OF APPENDIX – CHRONOLOGICAL

| Date | Document | Page |
|------------|---|------|
| | VOLUME 1 | |
| 11/25/2015 | Complaint | 0001 |
| 12/3/2015 | Summons - Gibson Business Center Property Owner Association | 0099 |
| 12/7/2015 | Affidavit of Service - Vegas United Investment Series 105 Inc. | 0103 |
| 12/8/2015 | Answer | 0105 |
| | VOLUME 2 | |
| 1/4/2016 | Answer and Counterclaim | 0108 |
| 1/5/2016 | Summons - Gibson Road LLC | 0126 |
| 2/5/2016 | Default - Gibson Road, LLC | 0129 |
| 2/17/2016 | Affidavit - Gibson Road | 0131 |
| 4/6/2016 | Affidavit of Attempted Service | 0133 |
| 4/8/2016 | Affidavit of Service | 0135 |
| 4/29/2016 | Default of Gibson Road, LLC (as to Counterclaim) | 0137 |
| 5/31/2016 | Stipulation and Order Disclaiming Interest and Dismissing Gibson Business Center Property Owner Association Without Prejudice | 0140 |
| 3/7/2017 | Answer to Counterclaim | 0143 |
| | VOLUME 3 | |
| 5/2/2017 | Deposition Transcript of Charles Schmidt | 0156 |
| 6/30/2017 | Plaintiff's Pre-Trial Disclosure | 0212 |
| 7/28/2017 | Amended Notice of 2.67 Conference | 0220 |
| 8/4/2017 | Joint Pre-Trial Memorandum | 0223 |
| | VOLUME 4 | |
| 8/8/2017 | Celtic Bank Corporation's E.D.C.R. 7.27 Civil Trial Memorandum | 0248 |
| 8/8/2017 | Order Granting Stipulation and Order to Dismiss Defendant Republic Services, Inc. | 0289 |
| 8/15/2017 | Notice of Supplemental Authority | 0292 |
| 8/25/2017 | Findings of Fact, Conclusions of Law and Judgment | 0306 |
| 9/5/2017 | Notice of Entry of Order of Findings of Fact, Conclusions of Law and Judgment | 0323 |
| | VOLUME 5 | |
| 9/6/2017 | Memorandum of Costs and Disbursements | 0342 |
| 9/28/2017 | Notice of Appeal | 0516 |
| 9/28/2017 | Case Appeal Statement | 0519 |
| 10/2/2017 | Order and Judgment re: Memorandum of Costs and Disbursements | 0524 |
| 10/3/2017 | Notice of Entry Of Order and Judgment re: Memorandum of Costs and Disbursements | 0527 |
| 11/6/2017 | Amended Notice of Appeal | 0532 |
| 11/21/2017 | Order Denying Vegas United Investment Series 105, Inc.'s Motion for Injunction Pending Appeal on Order Shortening Time | 0535 |
| 11/21/2017 | Notice of Entry of Order Denying Vegas United Investment Series 105, Inc.'s Motion for Injunction Pending Appeal on Order Shortening Time | 0538 |
| 5/7/2017 | Stipulation and Order to Certify Final Judgment | 0543 |
| 5/10/2017 | Notice of Entry of Stipulation and Order to Certify Final Judgment | 0548 |

AMENDED INDEX OF APPENDIX – CHRONOLOGICAL

| | | |
|------------------------------------|--|------|
| | VOLUME 6 | |
| 8/9/2017 | Recorders Transcript of Bench Trial - Day 1 | 0557 |
| | VOLUME 7 | |
| 8/10/2017 | Recorders Transcript of Bench Trial - Day 2 | 0799 |
| | VOLUME 8 | |
| 8/11/2017 | Recorders Transcript of Bench Trial - Day 3 | 0928 |
| Stipulated Trial Exhibit No. | Document | PAGE |
| | VOLUME 9 | |
| 1 | Declaration of Protective Covenants, Conditions and Restriction Gibson Business Park, Phase One, Clark County Covenant, Conditions and Restrictions recorded 09/11/8 | 1074 |
| 2 | First Amendment to Declaration of Protective Covenants, Conditions and Restriction Gibson Business Park, Phase One, Clark County recorded 10/24/94 | 1124 |
| 3 | Covenant Condition and Restrictions recorded 03/18/04 | 1130 |
| 4 | Promissory Note dated 12/09/05 and Allonge | 1162 |
| 5 | Re-Recorded Deed of Trust recorded 01/23/06 | 1168 |
| 6 | Assignment of Rents Recorded 01/23/06 | 1208 |
| | VOLUME 10 | |
| 7 | Assignment of Deed of Trust recorded 11/09/09 | 1234 |
| 8 | Assignment of Rents Recorded 11/09/09 | 1237 |
| 9 | Lien for Delinquent Assessments recorded 08/23/11 | 1240 |
| 10 | Notice of Default and Election to Sell recorded 10/14/11 | 1242 |
| 11 | First American Title Trustee's Sale Guarantee dated 10/21/11 | 1246 |
| 12 | Red Rock Financial letter to Celtic Bank and other entities dated 12/21/11 | 1260 |
| 13 | Email from Ashley Panon/Red Rock to Sjones@marwestre.com dated 8/12/13 | 1268 |
| 14 | Tax Trustee Certificate recorded 12/26/13 | 1271 |
| 15 | Notice of Sale recorded 02/26/14 | 1273 |
| 16 | Red Rock Emails dated 03/21/14 re: sale | 1282 |
| 17 | Foreclosure Deed recorded 4/17/14 | 1285 |
| 18 | Assessor Correspondence to Vegas United dated 05/03/14 | 1289 |
| 19 | Past Due Property Tax Notices to Borrower dated 06/09/14 | 1296 |
| 20 | Notice of Default and Election to Sell recorded 03/02/15 | 1300 |
| 21 | Cease and Desist Letter to Celtic dated April 30, 2015 | 1307 |
| 22 | Tax Trustee Deed recorded 06/11/15 | 1312 |
| 23 | Email chain between Jeffrey I. Orgill and Maricela Carrera, et al re: Clark County Trustee Auction-Parcel 178-15-511-042 dated 10/2015 | 1314 |
| 24 | Notice of Intent to Deed dated 10/13/15 | 1319 |
| 25 | Wire Confirmation from Celtic Bank to Bank of America in the amount of \$18,281.67 dated 10/29/15 | 1321 |
| 26 | Treasurer's Deed of Reconveyance recorded 11/05/15 | 1323 |

AMENDED INDEX OF APPENDIX – CHRONOLOGICAL

| | | |
|----|--|------|
| 27 | Re-recorded Foreclosure Deed recorded 4/4/16 | 1326 |
| 28 | First American Title Insurance Company National Commercial Services dated 11/9/15 | 1334 |
| 29 | Notices | 1357 |
| 30 | Certified Mailings of Affidavits dated 10/20/11 | 1393 |
| 31 | Certificates of Mailing with Affidavit of Service for Notice of Foreclosure Sale Recorded on 2/26/14 | 1406 |
| 32 | Certificate of Sale dated 3/21/14 | 1428 |
| 33 | Foreclosure Deed dated 4/15/14 | 1430 |
| 34 | Excess Proceeds to Dues Accounting | 1434 |
| | VOLUME 11 | |
| 35 | Foreclosure Deed to Charles Schmidt | 1456 |
| 36 | Notice to Proceed with HOA Sale | 1463 |
| 37 | Charles Schmidt \$30,000 Payment | 1477 |
| 38 | Notice of Foreclosure Sale/Affidavit of Mailing | 1483 |
| 39 | Gibson HOA Permission Documents | 1500 |
| 40 | Affidavit of Service -Gibson Road, LLC | 1505 |
| 41 | Certificate of Mailing of Demand for Payment | 1512 |
| 42 | Letter Request Notice of Delinquent Assessment/Recorded on 8/23/11, and Notice of Default and Election to Sue dated 10/14/11 | 1522 |
| 43 | Certified Mailings | 1551 |
| 44 | Notice of Default and election to Sell Pursuant to the Lien for Delinquent Assessment (NOD) | 1570 |
| 45 | Mailing Affidavit for NOD | 1577 |
| 46 | Mailing Affidavit for Lien for Delinquent Assessments | 1593 |
| 47 | Stewart Title Preliminary Title Report dated 07/13/14 | 1602 |
| 48 | Letter dated 04/30/15 | 1639 |
| 49 | Orgill Emails dated 06/05/14 | 1644 |
| 50 | Shapiro, Esq. Letter dated 08/01/14 | 1647 |
| 51 | Shapiro Email dated 08/01/14 | 1649 |
| 52 | Gibson Business Center Property Owner Association pursuant to Subpoena Duces Tecum dated 03/23/17 (the "HOA," and/or "Gibson HOA") Certificates of Mailing | 1652 |
| | VOLUME 12 | |
| 53 | Letter from J. Shapiro, Esq. to Red Rock Financial Services in HOA files with all policies and proofs of service | 1688 |
| 54 | Affidavit of Mailing for Notice of Foreclosure Sale with related documents in HOA files | 1767 |
| 55 | HOA Notice of Sale with Pre Audit Checklist | 1787 |
| 56 | Red Rock Financial Services Homeowners Progress Report | 1789 |
| 57 | Certified Mail Celtic Bank Received dated 10/24/11 | 1792 |
| 58 | First American Trustee's Sale Guarantee - HOA Assessment Lien | 1811 |
| 59 | Mailing and NOD | 1826 |

AMENDED INDEX OF APPENDIX – ALPHABETICAL

| Document | Volume : Page |
|--|----------------------|
| Affidavit - Gibson Road | 2 : 0131 |
| Affidavit of Attempted Service | 2 : 0133 |
| Affidavit of Mailing for Notice of Foreclosure Sale with related documents in HOA files | 12 : 1767 |
| Affidavit of Service | 2 : 0135 |
| Affidavit of Service - Vegas United Investment Series 105 Inc. | 1 : 0103 |
| Affidavit of Service -Gibson Road, LLC | 11 : 1505 |
| Amended Notice of 2.67 Conference | 3 : 0220 |
| Amended Notice of Appeal | 5 : 0532 |
| Answer | 1 : 0105 |
| Answer and Counterclaim | 2 : 0108 |
| Answer to Counterclaim | 2 : 0143 |
| Assessor Correspondence to Vegas United dated 05/03/14 | 10 : 1289 |
| Assignment of Deed of Trust recorded 11/09/09 | 10 : 1234 |
| Assignment of Rents Recorded 01/23/06 | 9 : 1208 |
| Assignment of Rents Recorded 11/09/09 | 10 : 1237 |
| Case Appeal Statement | 5 : 0519 |
| Cease and Desist Letter to Celtic dated April 30, 2015 | 10 : 1307 |
| Celtic Bank Corporation's E.D.C.R. 7.27 Civil Trial Memorandum | 4 : 0248 |
| Certificate of Mailing of Demand for Payment | 11 : 1512 |
| Certificate of Sale dated 3/21/14 | 10 : 1428 |
| Certificates of Mailing with Affidavit of Service for Notice of Foreclosure Sale Recorded on 2/26/14 | 10 : 1406 |
| Certified Mail Celtic Bank Received dated 10/24/11 | 12 : 1792 |
| Certified Mailings | 11 : 1551 |
| Certified Mailings of Affidavits dated 10/20/11 | 10 : 1393 |
| Charles Schmidt \$30,000 Payment | 11 : 1477 |
| Complaint | 1 : 0001 |
| Covenant Condition and Restrictions recorded 03/18/04 | 9 : 1130 |
| Declaration of Protective Covenants, Conditions and Restriction Gibson Business Park, Phase One, Clark County Covenant, Conditions and Restrictions recorded 09/11/8 | 9 : 1074 |
| Default - Gibson Road, LLC | 2 : 0129 |
| Default of Gibson Road, LLC (as to Counterclaim) | 2 : 0137 |
| Deposition Transcript of Charles Schmidt | 3 : 0156 |
| Email chain between Jeffrey I. Orgill and Maricela Carrera, et al re: Clark County Trustee Auction-Parcel 178-15-511-042 dated 10/2015 | 10 : 1314 |
| Email from Ashley Panon/Red Rock to Sjones@marwestre.com dated 8/12/13 | 10 : 1268 |
| Excess Proceeds to Dues Accounting | 10 : 1434 |

AMENDED INDEX OF APPENDIX – ALPHABETICAL

| | |
|--|-----------|
| Findings of Fact, Conclusions of Law and Judgment | 4 : 0306 |
| First Amendment to Declaration of Protective Covenants, Conditions and Restriction Gibson Business Park, Phase One, Clark County recorded 10/24/94 | 9 : 1124 |
| First American Title Insurance Company National Commercial Services dated 11/9/15 | 10 : 1334 |
| First American Title Trustee's Sale Guarantee dated 10/21/11 | 10 : 1246 |
| First American Trustee's Sale Guarantee - HOA Assessment Lien | 12 : 1811 |
| Foreclosure Deed dated 4/15/14 | 10 : 1430 |
| Foreclosure Deed recorded 4/17/14 | 10 : 1285 |
| Foreclosure Deed to Charles Schmidt | 11 : 1456 |
| Gibson Business Center Property Owner Association pursuant to Subpoena Duces Tecum dated 03/23/17 (the "HOA," and/or "Gibson HOA") Certificates of Mailing | 11 : 1652 |
| Gibson HOA Permission Documents | 11 : 1500 |
| HOA Notice of Sale with Pre Audit Checklist | 12 : 1787 |
| Joint Pre-Trial Memorandum | 3 : 0223 |
| Letter dated 04/30/15 | 11 : 1639 |
| Letter from J. Shapiro, Esq. to Red Rock Financial Services in HOA files with all policies and proofs of service | 12 : 1688 |
| Letter Request Notice of Delinquent Assessment/Recorded on 8/23/11, and Notice of Default and Election to Sue dated 10/14/11 | 11 : 1522 |
| Lien for Delinquent Assessments recorded 08/23/11 | 10 : 1240 |
| Mailing Affidavit for Lien for Delinquent Assessments | 11 : 1593 |
| Mailing Affidavit for NOD | 11 : 1577 |
| Mailing and NOD | 12 : 1826 |
| Memorandum of Costs and Disbursements | 5 : 0342 |
| Notice of Appeal | 5 : 0516 |
| Notice of Default and election to Sell Pursuant to the Lien for Delinquent Assessment (NOD) | 11 : 1570 |
| Notice of Default and Election to Sell recorded 03/02/15 | 10 : 1300 |
| Notice of Default and Election to Sell recorded 10/14/11 | 10 : 1242 |
| Notice of Entry Of Order and Judgment re: Memorandum of Costs and Disbursements | 5 : 0527 |
| Notice of Entry of Order Denying Vegas United Investment Series 105, Inc.'s Motion for Injunction Pending Appeal on Order Shortening Time | 5 : 0538 |
| Notice of Entry of Order of Findings of Fact, Conclusions of Law and Judgment | 4 : 0323 |
| Notice of Entry of Stipulation and Order to Certify Final Judgment | 5 : 0548 |
| Notice of Foreclosure Sale/Affidavit of Mailing | 11 : 1483 |
| Notice of Intent to Deed dated 10/13/15 | 10 : 1319 |
| Notice of Sale recorded 02/26/14 | 10 : 1273 |

AMENDED INDEX OF APPENDIX – ALPHABETICAL

| | |
|---|-----------|
| Notice of Supplemental Authority | 4 : 0292 |
| Notice to Proceed with HOA Sale | 11 : 1463 |
| Notices | 10 : 1357 |
| Order and Judgment re: Memorandum of Costs and Disbursements | 5 : 0524 |
| Order Denying Vegas United Investment Series 105, Inc.'s Motion for Injunction Pending Appeal on Order Shortening Time | 5 : 0535 |
| Order Granting Stipulation and Order to Dismiss Defendant Republic Services, Inc. | 4 : 0289 |
| Orgill Emails dated 06/05/14 | 11 : 1644 |
| Past Due Property Tax Notices to Borrower dated 06/09/14 | 10 : 1296 |
| Plaintiff's Pre-Trial Disclosure | 3 : 0212 |
| Promissory Note dated 12/09/05 and Allonge | 9 : 1162 |
| Recorders Transcript of Bench Trial - Day 1 August 9, 2017 | 6 : 0557 |
| Recorders Transcript of Bench Trial - Day 2 August 10, 2017 | 7 : 0799 |
| Recorders Transcript of Bench Trial - Day 3 August 11, 2017 | 8 : 0928 |
| Red Rock Emails dated 03/21/14 re: sale | 10 : 1282 |
| Red Rock Financial letter to Celtic Bank and other entities dated 12/ 21/1 | 10 : 1260 |
| Red Rock Financial Services Homeowners Progress Report | 12 : 1789 |
| Re-Recorded Deed of Trust recorded 01/23/06 | 9 : 1168 |
| Re-recorded Foreclosure Deed recorded 4/4/16 | 10 : 1326 |
| Shapiro Email dated 08/01/14 | 11 : 1649 |
| Shapiro, Esq. Letter dated 08/01/14 | 11 : 1647 |
| Stewart Title Preliminary Title Report dated 07/13/14 | 11 : 1602 |
| Stipulation and Order Disclaiming Interest and Dismissing Gibson Business Center Property Owner Association Without Prejudice | 2 : 0140 |
| Stipulation and Order to Certify Final Judgment | 5 : 0543 |
| Summons - Gibson Business Center Property Owner Association | 1 : 0099 |
| Summons - Gibson Road LLC | 2 : 0126 |
| Tax Trustee Certificate recorded 12/26/13 | 10 : 1271 |
| Tax Trustee Deed recorded 06/11/15 | 10 : 1312 |
| Treasurer's Deed of Reconveyance recorded 11/05/15 | 10 : 1323 |
| Wire Confirmation from Celtic Bank to Bank of America in the amount of \$18,281.67 dated 10/29/15 | 10 : 1321 |

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

CELTIC BANK CORPORATION,)
)
Plaintiff,)
)
vs.)
)
VEGAS UNITED INVESTMENT)
SERIES 105, INC.,)
)
Defendant.)

CASE NO. A-15-728233-C
DEPT NO. XXII

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE SUSAN JOHNSON, DISTRICT COURT JUDGE

BENCH TRIAL - DAY 1

WEDNESDAY, AUGUST 9, 2017

APPEARANCES:

FOR THE PLAINTIFF:

ALLYSON R. NOTO, ESQ.
KELLY L. SCHMITT, ESQ.

FOR VEGAS UNITED:

ROGER P. CROTEAU, ESQ.

RECORDED BY: NORMA RAMIREZ, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

I N D E X

| | |
|---|---|
| Opening statement for the Plaintiff by Ms. Novo | 8 |
|---|---|

W I T N E S S E S

WITNESSES FOR THE PLAINTIFF:

BRIAN ZERN

| | |
|----------------------------------|-----|
| Direct Examination by Ms. Noto | 19 |
| Cross-Examination by Mr. Croteau | 48 |
| Redirect Examination by Ms. Noto | 144 |

JULIA SKINNER

| | |
|-------------------------------------|-----|
| Direct Examination by Ms. Schmitt | 154 |
| Cross-Examination by Mr. Croteau | 162 |
| Redirect Examination by Ms. Schmitt | 204 |
| Recross-Examination by Mr. Croteau | 209 |

E X H I B I T S

STIPULATED EXHIBITS ADMITTED:

| | |
|------|---|
| 1-59 | 4 |
|------|---|

1 **LAS VEGAS, CLARK COUNTY, NEVADA, AUGUST 9, 2017, 9:51 A.M.**

2 * * * * *

3 THE COURT: All right. Good morning, Counsel.
4 Please be seated.

5 MR. CROTEAU: Good morning, Your Honor.

6 MS. NOTO: Good morning, Your Honor.

7 THE COURT: Okay. And this is the case of Celtic
8 Bank Corporation versus Vegas United Investment Series 105,
9 Inc., Case Number A-15-728233-C.

10 Would counsel please identify themselves for the
11 record.

12 MS. NOTO: Thank you, Your Honor. Allyson Noto and
13 Kelly Schmitt of Sylvester and Polednak on behalf of Celtic
14 Bank. We also have a bank representative here, Mr. Brian Zern.

15 THE COURT: Okay.

16 MR. CROTEAU: Good morning, Your Honor. Roger
17 Croteau on behalf of Vegas United Investment Series 105,
18 Incorporated, and I'm here with its principal, Charles Schmidt.

19 THE COURT: Okay. By the way we were scheduled to
20 start at 9:30.

21 MR. CROTEAU: I know, Your Honor. I apologize.
22 Unfortunately, I use two pairs. I thought I had this one in my
23 box. I can't read without these, and I had these on. I do
24 apologize. I went back to get them.

25 THE COURT: Okay. All right. This is the time set

1 for trial. Are we ready to proceed?

2 MS. NOTO: Yes, Your Honor, a few just housekeeping
3 matters before we begin. You have trial binders in front of
4 you. The parties have stipulated to the admission of all the
5 exhibits in this case. So I wanted to make sure that was on
6 the record.

7 In addition, there are a set of stipulated facts in
8 this matter, and I would like it if my associate Kelly Schmitt
9 would read those stipulated facts into the record if it pleases
10 the Court.

11 THE COURT: Okay. Exhibits 1 through 29 -- I mean 59
12 are admitted.

13 (Stipulated Exhibit Numbers 1-59 admitted)

14 THE COURT: Okay. And those stipulated facts are?

15 MS. SCHMITT: Good morning, Your Honor. On or about
16 January 18, 2006, Gibson Road, LLC, as borrower executed a
17 promissory note wherein Silver State Bank --

18 THE COURT: Okay. Could you -- State that again and
19 be slow because I'm writing all this down.

20 MS. SCHMITT: Oh, I'm sorry, Your Honor.

21 THE COURT: That's all right.

22 MR. CROTEAU: Aren't they in the brief? They're in
23 the brief.

24 MS. SCHMITT: And actually, Your Honor, these
25 stipulated facts are included in the joint pretrial memorandum

1 that was served a few days ago.

2 THE COURT: Oh, perfect.

3 MS. SCHMITT: And they begin on page 2.

4 THE COURT: Got it. Let me get there.

5 Okay. I'm here.

6 MS. SCHMITT: Okay.

7 THE COURT: Go ahead.

8 MS. SCHMITT: On or about January 18, 2006, Gibson
9 Road, LLC, as borrower, executed a promissory note wherein
10 Silver State Bank, plaintiff's predecessor in interest, agreed
11 to loan \$748,000 to borrower. On or about December 9, 2005, in
12 an order to secure payment of the note, borrower executed and
13 delivered to Silver State a first priority deed of trust.

14 Plaintiff alleges that the deed of trust encumbers
15 181 North Gibson Road, Henderson, Nevada; however, the deed of
16 trust does not reflect either the property's address or the
17 corresponding assessor's parcel number on its face. The deed
18 of trust was recorded in Book Number 20051230 as Instrument
19 Number 0002937 in the official records of Clark County
20 Recorder's office on December 30th, 2005, and rerecorded on
21 January 23rd, 2006, in Book Number 20060123 as instrument
22 Number 0000482.

23 On September 5th, 2008, Silver State was closed by
24 the Nevada Financial Institution Division, and the Federal
25 Deposit Insurance Corporation, FDIC, was named as receiver. On

1 September 24, 2009, the FDIC, as receiver for Silver State,
2 assigned the note and deed of trust to plaintiff. The
3 assignment of deed of trust was recorded in Book
4 Number 20091109 as Instrument Number 0001572 in the official
5 records of Clark County Recorder's Office on November 9th,
6 2009.

7 On August 23rd, 2011, Red Rock Financial Services,
8 as agent for Gibson Business Center Property Owner's
9 Association recorded a lien for delinquent assessments. The
10 assessment lien references that the lien is in accordance with
11 Nevada Revised Statute 116, and outlined in the association
12 Covenants, Conditions and Restrictions, herein also called
13 CC&Rs, recorded on 10/24, 1994, in Book Number as Instrument
14 Number 19940240000285 and including any and all amendments and
15 annexations [unintelligible] of official records of Clark
16 County, Nevada, which have been supplied to and agreed upon by
17 said owner.

18 There are no CC&Rs recorded with Instrument
19 Number 19940240000285 in the official records of Clark County,
20 Nevada. There is a document recorded as First Amendment to
21 declaration of protective covenants, conditions and
22 restrictions recorded in the recorder's office of the Clark
23 County Recorder with an instrument number of 199410240000285.

24 On October 14, 2011, a notice of default was recorded
25 by Red Rock. The notice of default references the recorded

1 assessment lien. The notice of default was sent by certified
2 mail, return receipt requested, to Celtic Bank at the address
3 set forth on the assignment of deed of trust and signed for by
4 a Celtic Bank employee.

5 On February 26, 2014, Red Rock recorded a notice of
6 foreclosure sale which references the assessment lien recorded
7 on August 23rd, 2011, and an NOD recorded on October 14th,
8 2011. The notice of foreclosure sale further states that the
9 sale will be made to satisfy the indebtedness secured by the
10 lien with interest thereon as provided in the declaration of
11 Covenants, Conditions and Restrictions recorded on 10/24/1994,
12 in book number as Instrument Number 19940240000285 of the
13 official records in the office of the recorder and any
14 subsequent amendments or updates that may have been recorded.

15 The notice of sale was sent to Celtic Bank at the
16 address set forth on the assignment of deed of trust by way of
17 certified mail, return receipt requested, but was not signed
18 for by Celtic Bank. The association foreclosure sale took
19 place on March 21st, 2014. Vegas United was the highest
20 bidder at the foreclosure sale, paying \$30,000.

21 On April 17, 2014, Vegas United recorded a
22 foreclosure deed.

23 On December 26, 2013, the county treasurer placed the
24 lien on the property for past due taxes recorded in Book
25 Number 20131226 as Instrument Number 00891 in the official

1 records of the Clark County recorder's office.

2 On June 11th, 2015, the Clark County Treasurer
3 recorded a tax trustee deed which deeded the property to Clark
4 County.

5 On October 29th, 2015, Celtic Bank paid the past
6 due taxes to the Clark County Treasurer in the amount of
7 \$18,281.67, redeeming the property in the name of plaintiff's
8 borrower.

9 On November 5th, 2015, the Clark County Treasurer
10 recorded a treasurer's deed of reconveyance. On April 4th,
11 2016, defendant rerecorded its foreclosure deed.

12 THE COURT: Okay. Thank you.

13 MS. NOTO: Thank you, Your Honor. I have an opening
14 statement if that'll please the Court.

15 THE COURT: I'm sorry?

16 MS. NOTO: Opening statement.

17 THE COURT: Sure.

18 MS. NOTO: Thank you.

19 (Opening statement for the Plaintiff)

20 MS. NOTO: Again, I'm Allyson Noto, and Kelly and I
21 are here representing Celtic Bank. Celtic Bank was founded in
22 2001 and is a leading nationwide small business lender. It's
23 headquartered in Salt Lake City, Utah, and it's a privately
24 owned industrial bank chartered by the State of Utah. Celtic
25 also acquires loans from the FDIC as receiver for various

1 failed lending institutions.

2 Today, Celtic Bank is here seeking judicial
3 foreclosure. There's a counterclaim also for quiet title
4 that's been alleged by Vegas United, as well as declaratory
5 judgment and slander of title.

6 This case surrounds a commercial property in
7 Henderson, Nevada. On September 24th, 2009, as you've heard,
8 the FDIC assigned the original deed of trust recorded by Silver
9 State Bank to my client, Celtic Bank.

10 Today you're going to hear from the bank's
11 representative Brian Zern. He's a senior vice president at
12 Celtic Bank, and he'll explain to the Court Celtic's right to
13 enforce the deed of trust and to seek judicial foreclosure, and
14 he's going to explain to the Court the notices that Celtic Bank
15 received related to the association foreclosure at issue in
16 this case.

17 You're also going to hear from Julie Skinner. She's
18 a senior vice president, and she is the national division
19 senior commercial underwriter at First American Title.
20 Ms. Skinner prepared a title commitment for Celtic Bank in this
21 matter, and she will testify that Celtic Bank's deed of trust
22 encumbers this property and that Celtic Bank was and is the
23 senior lender for this property.

24 Ms. Skinner is also going to testify that the CC&Rs
25 that were recorded in this case, that there are two different

1 sets of CC&Rs that were recorded against this property. She'll
2 tell you that there was one that was recorded in 1989 and that
3 there was one that was recorded in 2004. Ms. Skinner will tell
4 you that there are separate encumbrances on the property, and
5 one does not amend or rerecord the other.

6 The timeline of events, Your Honor, is very important
7 in this case. In 2011 is when Red Rock Financial, as agent for
8 the owner's association, recorded that lien of delinquent
9 assessments related to this property. On October 14th, 2011,
10 so just shortly thereafter, Red Rock recorded then the notice
11 of default and sent it to Celtic Bank, and we are not going to
12 dispute that Celtic Bank received that notice of default
13 providing it notice of the delinquent assessments on the
14 property.

15 But two months later, in December of 2011, Red Rock
16 also sent a letter to Celtic Bank advising that the
17 association's lien was junior only to the senior lender
18 mortgage holder, and at the time Celtic Bank was the senior
19 lender. It provided affirmative notice to Celtic Bank that
20 their lien was senior to the assessment lien on the property.

21 Thereafter Red Rock sent an email to the community
22 manager of the Owner's Association and advised that if the
23 property reverted back to the Owner's Association at the
24 foreclosure sale that the first mortgage would remain on the
25 property and referenced in that email my client's first

1 priority deed of trust.

2 Thereafter, in December of 2013, you'll hear that the
3 office of the treasurer recorded a tax certificate on the
4 property for delinquent taxes, and then in February of 2014,
5 Red Rock records the notice of sale. So two years after the
6 notice of default, two years after my client gets a letter
7 saying that the assessment lien is junior to their first
8 priority deed of trust, the notice of sale is then recorded.

9 And we're not going to dispute that the notice of
10 sale was sent by a certified mail, return receipt requested, to
11 Celtic Bank's address on the assignment of the deed of trust;
12 however, Celtic Bank did not sign for that notice of sale and
13 did not actually receive it.

14 The notice of sale -- the sale was then conducted on
15 March 21st, 2014, 23 days after the notice of sale was
16 recorded and two years after the notice of default. You'll
17 hear that there were 70 people that were at the sale, and three
18 people bid on the property. Vegas United was the highest
19 bidder and paid \$30,000 for the property, but you'll also hear
20 that at the time Vegas United believed that the property was
21 worth \$358,734 which is approximately 8 percent of the fair
22 market value of the property.

23 After the sale, you'll hear that Vegas United
24 received a letter from the Clark County Assessor's office, and
25 in that letter, the Clark County assessor's office advised

1 Vegas United that they were having trouble processing the
2 foreclosure deed that Vegas United had tried to record. And
3 the reason they were having trouble processing it was because
4 there was either an incorrect legal description, or the legal
5 description was missing. So they couldn't process the
6 foreclosure deed that Vegas United tried to record, but Vegas
7 United did nothing for two years having that information.

8 Also, in 2014, you'll hear Mr. Zern testify that
9 Celtic's borrower also defaulted, and so Celtic recorded its
10 own notice of default. Up to that point in time, you'll hear,
11 Mr. Zern will testify that at that point all the information
12 that they had was that their senior lien, their first priority
13 deed of trust was senior to the assessment lien; however, on
14 April 30th, 2014, for the first time, Celtic received a
15 letter from Mr. Croteau and advised them that their first
16 priority deed of trust had been extinguished in the foreclosure
17 sale. Of course, at this time, Vegas United still had not
18 redeemed the property from Clark County, and Clark County was
19 still holding the property as trustee for the borrower.

20 On June 11th, 2015, because the two years had
21 passed, Clark County Treasurer then recorded a tax trustee's
22 deed and deeded the property to Clark County. This is a
23 significant point, Your Honor, because you'll hear that,
24 although Vegas United is claiming that they are the owners of
25 the property, they did not ever redeem the property from Clark

1 County following the foreclosure sale.

2 To be sure, they will testify that title transferred
3 at the time that they recorded their foreclosure deed. That
4 cannot be the case, Your Honor, and the evidence will show that
5 that is not the way that the transfer of title happens when
6 there's a tax deed on the property; however, you'll hear that
7 Celtic Bank, knowing that its lien was superior to the
8 assessment lien, took every step possible to protect its
9 security interest by redeeming the property from Clark County.
10 It was still receiving tax notifications from Clark County
11 because the foreclosure deed recorded by Vegas United did not
12 show up in the chain of title. It wasn't until after my client
13 redeemed the property from Clark County that Vegas United then
14 rerecorded its foreclosure deed to correct or otherwise provide
15 that legal description.

16 So today Celtic Bank is not going to dispute that Red
17 Rock Financial sent the -- recorded the lien, that they sent
18 the notice of default, that they sent the notice of sale.
19 That's not the issue in the case. The issue in the case is
20 what those documents actually say and what my client was
21 actually advised about the association foreclosure sale.

22 You're going to hear that the lien for delinquent
23 assessments, the NOD and the notice of sale all reference a
24 document that purports to say that the foreclosure sale was
25 happening pursuant to CC&Rs recorded on 10/24/1994, and at this

1 juncture I'd ask the Court to take judicial notice that NRS 116
2 was enacted in 1991.

3 THE COURT: December 31st.

4 MS. NOTO: There you go. So there's an instrument
5 number on the -- on each one of those different notices, an
6 instrument number that references this purported CC&Rs recorded
7 in 1994. If you go to the recorder's office, and you provide
8 them that instrument number, no document exists with that
9 instrument number because it's missing one letter -- or one
10 number.

11 There is an instrument number that's recorded with
12 the one correct number on 10/24/1994, which was an amendment to
13 CC&Rs, and it's in the exhibit binder, and the Court will have
14 the opportunity to review that document. So let's just say
15 that my client could have gone to that instrument number and
16 pulled the document that's referenced. What my client would
17 have seen was an amendment to CC&Rs recorded in 1989, which, of
18 course, was prior to NRS 116 being enacted.

19 You're going to hear that there is nothing in any of
20 the recorded documents related to this foreclosure sale which
21 references any document that would allow my client any type of
22 notice that this foreclosure sale would extinguish its first
23 priority deed of trust, and, in fact, all the evidence that was
24 provided to my client and the evidence that the Court will hear
25 today is to the contrary.

1 So at the end of this case, the Court's going to be
2 left with, I believe, two scenarios: Either, one, the
3 foreclosure sale was properly conducted, but that Vegas United
4 took the property subject to my client's first priority deed of
5 trust because the documents all are referencing an amendment to
6 the 1989 CC&Rs which do not incorporate 116; or in the
7 alternative, the sale must be set aside because the actual
8 notices that were provided to my client were so defective and
9 provided -- and the actual notice that was provided to my
10 client that his lien was senior to the assessment lien lulled
11 my client into believing that he was not required to redeem
12 the -- or to pay the assessment lien in order to protect its
13 first priority deed of trust.

14 You'll also hear from Mr. Croteau's client, and we
15 will explore whether or not he is a bona fide purchaser. Of
16 course, he had access to all the same documents that were
17 recorded, and I believe he will testify that he went to the
18 recorder's office and reviewed the recorder's documents, that
19 he reviewed the notice in the Nevada Legal News, which also
20 references 1994 CC&Rs with an incorrect instrument number. So
21 we believe the evidence will support that he is not a bona fide
22 purchaser.

23 And also under NRS 111.325, as a result of the tax
24 sale and the tax deed, he is also not a bona fide purchaser
25 because my client's -- the reconveyance back to my client's

1 borrower was first in time to him recording his foreclosure
2 deed which corrected the legal description.

3 And if that isn't enough, Your Honor, then if we go
4 to the next step, which is this Court finds that the sale was
5 conducted pursuant to CC&Rs that weren't referenced, that
6 incorporate -- may or may not incorporate NRS 116, there is
7 also a contractual issue with this sale.

8 The 2004 CC&Rs, which we also concede are recorded
9 against the property, in the 2004 CC&Rs, the evidence will
10 establish that contractually it requires that there be 60-days
11 lapse between the notice of sale and the actual sale in order
12 to give the mortgage holder time to pay off any assessments
13 that are due and owing. As I mentioned before, the evidence
14 will show that the sale in this case happened 23 days after the
15 notice of sale was recorded. So contractually, even if this
16 Court finds that the sale was conducted pursuant to CC&Rs that
17 incorporate 116, there was a contractual violation in the time
18 period.

19 And then, finally, if this Court concludes that
20 despite even the contractual languages of the CC&Rs the
21 evidence still supports that it was a valid sale, we will
22 address the commercial unreasonableness of 8 percent sales
23 price and the unfairness coupled with the low sales price
24 which, of course, is required to find commercial
25 unreasonableness.

1 We believe the defense is going to argue that the
2 Nevada Supreme Court has ruled that an association sale wipes
3 out a first priority deed of trust under SFR. Now, of course,
4 we don't disagree with that general premise. That's the law in
5 the State of Nevada. It applies retroactively. I understand
6 the case law, but the law is not one size fits all, and this
7 case is rife with factual inaccuracies and unfairness, that
8 should the sale not be set aside or Vegas United take the
9 property subject to my client's first deed of trust, we believe
10 that the -- all of those factors will convince the Court that
11 Celtic Bank is entitled to a judicial foreclosure of its first
12 priority deed of trust.

13 Thank you, Your Honor.

14 THE COURT: Thank you.

15 MR. CROTEAU: Good morning, Your Honor.

16 THE COURT: Good morning.

17 MR. CROTEAU: Your Honor, given that a lengthy level
18 of detail in terms of evidence is going to be acquired in the
19 next two or three witnesses for today, I'm going to reserve my
20 opening. Let me project [unintelligible] two seconds.

21 We are planning on calling or I should say counsel is
22 planning on calling at least three witnesses today. We
23 assumed, at least Ms. Noto and I assumed that would consume
24 today. I understand we begin tomorrow. We have two more
25 witnesses tomorrow which is basically for my case in chief.

1 I'm going to do my evaluation and cross-examination of my
2 client as much as I can in this part of the case to expedite
3 things.

4 So with that being said, I would reserve my right to
5 make an opening statement at the beginning of my case, my
6 defense, my case in chief.

7 THE COURT: Okay. Any problem with that?

8 MS. NOTO: No, Your Honor. That's fine.

9 THE COURT: Okay.

10 MR. CROTEAU: Thank you. Thank you, Your Honor.

11 THE COURT: Thank you.

12 First witness.

13 MS. NOTO: Thank you, Your Honor. I call Brian Zern
14 to the stand.

15 **BRIAN ZERN**

16 [having been called as a witness and being first duly sworn,
17 testified as follows:]

18 THE CLERK: Will you please state and spell your full
19 name for the record.

20 THE WITNESS: My name is Brian Zern. It's spelled
21 B-r-i-a-n, Z-e-r-n.

22 MS. NOTO: May I proceed?

23 THE COURT: Yes.

24 MS. NOTO: Thank you, Your Honor.

25 / / /

DIRECT EXAMINATION

BY MS. NOTO:

Q Mr. Zern, can you please tell the Court what your current job position is.

A I'm the Senior Vice President of Special Assets in Loan Servicing at Celtic Bank.

Q And can you tell the Court what your experience is in the banking industry.

A Yes. I've been a banker now for approximately 10 years, a decade, somewhere around there, and I've worked at Celtic Bank for 8. Over this time I've worked for four separate banks, managed several asset departments, concluding with where I currently operate.

Q And what was your first -- in what capacity were you first employed with Celtic Bank?

A Special Assets Officer.

Q And your current position is Senior Vice President. How long have you been in that current position?

A That's been the better part of three years.

Q And can you tell the Court what your current job responsibilities are.

A Yes. I manage a department of approximately 15 individuals. Some of that department does collections. Some of that department does government correspondence with the SBA for a wrap up of SBA loans, risk analytics and also we handle

1 the legal matters for the bank.

2 Q And are you familiar with the property that's at
3 issue in this case?

4 A Yes, I am.

5 Q Is that part of your portfolio?

6 A It is part of our portfolio.

7 Q Can you identify the property for the Court.

8 A Yeah. 181 North Gibson Road.

9 Q And what is Celtic's relationship to the property in
10 this case?

11 A We have the first deed of trust on that property.

12 Q You have an exhibit binder in front of you, Mr. Zern.
13 Could you turn to Stipulated Exhibit Number 4. Can you
14 identify this document.

15 A Yes. This appears to be the note for the small
16 business loan that was created for Gibson Road LLC associated
17 to this property.

18 Q And identify who the original lender is.

19 A The original lender on this one is Silver State Bank.

20 Q So how did Celtic acquire the note?

21 A In 2009, Celtic Bank purchased failed bank assets
22 from the FDIC, government backed loans from the FDIC, and this
23 was part of one of the pools, this loan.

24 Q And as part of purchasing this SBA loan from the
25 FDIC, does the SBA -- I'm sorry, does Celtic enjoy any special

1 protections as a result of it being an SBA loan?

2 MR. CROTEAU: Objection. Lack of foundation.

3 THE COURT: Overruled.

4 THE WITNESS: Yes. This is an SBA guaranteed loan.

5 So the government guarantees a portion of this loan.

6 BY MS. NOTO:

7 Q If you'll go to -- turn to page 3 of that exhibit,
8 it's at the bottom CB000003. Do you see where I'm at?

9 A Yes.

10 Q And would you go ahead and read into the record
11 Section 7, please.

12 A Yes.

13 When federal law applies. When SBA is
14 the holder, the note will be interpreted and
15 enforced under federal law, including SBA
16 regulations. Lender or SBA may use state or
17 local procedures for filing papers, recording
18 documents, giving notice, foreclosing liens
19 and other purposes. By using such
20 procedures, SBA does not waive any federal
21 immunity from state or local control, penalty
22 tax or liability.

23 As to this note, borrower may not claim
24 or assert against SBA any local or state law
25 to deny any obligation, defeat any claim of

1 the SBA -- of SBA or preempt federal law.

2 Q In conjunction with this note, was there any
3 collateral that secured it?

4 A There was.

5 Q And how was that documented?

6 A It was documented through a filing on a deed filing,
7 excuse me, a first deed for the property.

8 Q Turn to stipulated Exhibit Number 5 if you would.

9 A Yes.

10 Q Can you identify for the Court what this is.

11 A This is -- it appears to be the rerecorded deed.

12 Q And what date was it rerecorded? Can you see that?

13 A Yes. Up at the top, it has a date of January 23rd,
14 2006.

15 Q And what was the purpose of rerecording this deed of
16 trust?

17 A To correct a legal description I believe is what they
18 use that for.

19 Q And you said that Celtic holds a first priority deed
20 of trust. How did Celtic acquire that security interest?

21 A Through an allonge.

22 THE COURT: Okay. And this is to correct -- I'm
23 sorry. What did you say?

24 THE WITNESS: It was to correct a legal description,
25 Your Honor.

1 THE COURT: Okay. Thank you.

2 THE WITNESS: Yes.

3 BY MS. NOTO:

4 Q If you'll turn to Exhibit 7 in that same binder.

5 A Yes.

6 Q Can you identify this document.

7 A Yes. This is an assignment of that deed of trust or
8 of the deed of trust associated to the property.

9 Q And is that how Celtic Bank acquired its security
10 interest in the property?

11 A Yes.

12 Q If you'll turn to -- turn back to the note if you
13 would. I believe that's Exhibit 4. Did there come a time when
14 Celtic's borrower defaulted on that note?

15 A There did, yes.

16 Q And did Celtic make a demand to the borrower to repay
17 the amounts due and owing?

18 A We did make a demand.

19 Q Did the borrower repay the note?

20 A No. The borrower did not repay the note.

21 Q Do you happen to know how much the borrower owes as
22 you sit here today?

23 A Yes. I believe we're somewhere in the neighborhood
24 of upper 600s to 700,000. I think it was 740- if I remember
25 correctly, actually.

1 Q And in response to the borrower's default, did Celtic
2 Bank take any action?

3 A Yes, we did. We filed a notice of default in order
4 to protect our interest in this and the SBA's interest.

5 Q And did you initiate any foreclosure actions?

6 A Yes.

7 Q Turn to Exhibit 18 if you would.

8 A Okay.

9 Q I'm sorry. Exhibit 20.

10 A No problem.

11 Q Is this a notice of default and election to sell that
12 Celtic caused to be recorded as a result of the default?

13 A It appears to be, yes.

14 Q And what was the amount due and owing at that time?

15 A \$525,196.24.

16 Q And what's the date of that notice of default?

17 A Following the filing up at the top, it's March 2nd
18 of 2015.

19 Q Did Celtic Bank conclude a nonjudicial foreclosure on
20 this property?

21 A No, we didn't fully conclude.

22 Q Why not?

23 A We received a letter from Mr. Croteau at that time
24 stating that they had an interest, and so we didn't ever get to
25 complete that.

1 Q And up to that point in time, had Celtic had any
2 information that there was a claim that it's first priority
3 deed of trust had been extinguished?

4 A No. I had no knowledge at that time, nor did anyone
5 else.

6 Q Was there any point in time that Celtic Bank was
7 advised that its first priority of -- first priority deed of
8 trust was not going to be extinguished in a foreclosure -- in
9 the association foreclosure sale?

10 A Yes. When the foreclosure was taking place, we
11 received that letter from Red Rock, and it stated that we were
12 inferior -- or our position, excuse me, was senior to theirs.
13 Their position was inferior to ours.

14 Q Turn to Exhibit 12, please.

15 A Okay.

16 Q Is this the letter that you were referencing?

17 A Yes, it is.

18 Q Can you read into the record paragraph 4.

19 A Yes.

20 The association's lien for delinquent
21 assessments is junior only to the senior
22 lender, mortgage holder. This lien may
23 affect your position. To reinstate the above
24 account, you must contact Red Rock Financial
25 Services to obtain up-to-date payoff figures.

1 Payment must be made payable to Red Rock
2 Financial Services.

3 Q At that point in time, on December 21st, 2011, what
4 was Celtic's priority with respect to its deed of trust?

5 A We were the senior lien holder. We were the lender.

6 Q And when Celtic Bank received this letter, did it
7 believe that it had any obligation to pay off any assessment
8 liens to protect its security interest?

9 A No. Because we were in a senior position, we didn't,
10 and our borrower was in default as well.

11 Q Turning to Exhibit 8 in your binder.

12 A Yes.

13 Q I'm sorry. My exhibits -- I'm sorry. Exhibit 9. Is
14 this the lien for delinquent assessments? Do you have that in
15 front of you?

16 A Yes, I do. It is.

17 Q Is this a document that Celtic Bank received?

18 A Yes, it is.

19 Q And looking at the lien for delinquent assessments in
20 the first paragraph, can you read into the record the first
21 paragraph.

22 A Yes.

23 Notice is hereby given: Red Rock
24 Financial Services, a division of Armine
25 [phonetic] Management LLC, officially signed

JD Reporting, Inc.

1 as agent by the Gibson Business Center
2 Property Owner's Association, herein also
3 called the Association, in accordance with
4 Nevada Revised Statutes 116, outlined in the
5 Association Covenants Conditions and
6 Restrictions, herein also called CC&Rs,
7 recorded on 10/24/1994 in book as Instrument
8 Number 19940240000285 and including any and
9 all amendments and annexations of official
10 records of Clark County, Nevada, which have
11 been supplied to and agreed upon by said
12 owner.

13 Q And going down in that lien for delinquent
14 assessments, can you see where it references the property?

15 A I can, yes.

16 Q Is that the property 181 North Gibson Road,
17 Henderson, that Celtic holds a first priority deed of trust?

18 A Yes, ma'am.

19 Q Can you read into the record who the current owner of
20 record is as of 8/23/2011.

21 A Yes. Trustee, Clark County Treasurer, Gibson Road
22 LLC.

23 Q Turn then to Exhibit Number 10, please.
24 Do you have the notice of default and election to
25 sell?

1 A Yes.

2 Q Again, looking at this document, is this a document
3 that Celtic received?

4 A Yes.

5 Q In looking at this document, does it continue with
6 the same -- does it reference the same delinquent -- I'm sorry,
7 the same book and instrument number as reflected in the lien
8 for delinquent assessments? If you look in the first
9 paragraph.

10 A Yeah. I believe it does, yes.

11 Q If you look about halfway through, after the legal
12 description there, can you see where it starts, Makes known the
13 obligations? It's about halfway through that paragraph.

14 A The first paragraph you said?

15 Q The first paragraph, yeah. After Gibson Business
16 Park 3 plat book, do you see that?

17 A Okay. Of the official records?

18 Q Yes. And then read into the record what the notice
19 of default says, beginning with, Makes known.

20 A Okay. I don't know why I'm having a hard time
21 finding the "Makes known" on here.

22 Q I'm sorry. Do you see part -- you just start with
23 Gibson Business Park 3 plat book of the --

24 THE COURT: Okay. Your Exhibit 10. I'm sorry.
25 Notice is hereby given, is that what you're talking about?

1 MS. NOTO: Yes.

2 BY MS. NOTO:

3 Q Are you looking at the notice of default and election
4 to sell?

5 THE COURT: I know I am.

6 THE WITNESS: I am too, for the lien assessments.

7 BY MS. NOTO:

8 Q All right. You know what, here's what I'm going to
9 do. Mine is a little bit highlighted, but we'll put it up
10 here, and maybe this will be easier. So here we are at Gibson
11 Business Park, Plat 3, and it starts here, Makes known. Do you
12 see that?

13 THE COURT: Got it. I've got it.

14 THE WITNESS: Got it. Thank you. I'm sorry. I
15 think it was just hidden a little bit down there.

16 MS. NOTO: That's all right.

17 BY MS. NOTO:

18 Q Go ahead.

19 A Makes known the obligation under the Covenants,
20 Conditions and Restrictions, recorded 10/24/1994, in book
21 number as Instrument Number 19940240000285 has been breached.
22 As of 12/31/2008 forward, all assessments, whether monthly or
23 otherwise, late fees, interests, association charges, legal
24 fees, collection fees and costs, less any credits have gone
25 unpaid.

1 Q When Celtic Bank received this notice of default, did
2 it believe that obligations under CC&Rs recorded in 1994 had
3 been breached?

4 A No, we didn't believe that.

5 Q Did you read that on the face of the document?

6 A No, I didn't.

7 Q Okay. Going to Stipulated Exhibit Number 2.

8 A Yes.

9 Q Have you seen this document before?

10 A I have.

11 Q Was it at the time that you received the notice or
12 sometime later?

13 A No. It was in preparation for this case.

14 Q Are you familiar with how documents are recorded in
15 your experience in the banking industry?

16 A Yeah, generally speaking, I am.

17 Q If you look at the top page of this document, can you
18 read into the record the number up at the top of the page.

19 A Yes. It is 199410240000285.

20 Q Do you know what that document or what that number
21 represents?

22 A It represents the CC&Rs for this particular filing.

23 Q Have you heard of an instrument number before?

24 A Yes, I have.

25 Q Do you believe that that's the instrument number for

1 this particular document?

2 A Excuse me. Yes. It's the instrument number. I'm
3 sorry.

4 Q All right. And looking back at the lien and the
5 notice of default and election to sell, you also read the
6 instrument numbers in both of those documents. Is that the
7 same instrument number as in the lien for delinquent
8 assessments and the notice of default and election to sell?

9 A No, it doesn't appear to be.

10 Q And can you tell what the difference is?

11 A I believe it's the 1. There's an added 1 for this
12 filing here. I'd have to go back to it.

13 Q So if you're looking at this document, and take a
14 minute to go through it, it's three, four, five pages --

15 (Pause in the proceedings)

16 BY MS. NOTO:

17 Q Mr. Zern, what does this document purport to be?

18 A It's the amendments to those CC&Rs.

19 Q And when you say those CC&Rs, does it reference what
20 CC&Rs this document amends?

21 A It does. It's the 1989 CC&Rs.

22 Q And, in fact, if you go to the recitals, Recital A
23 starting with, On September 11th, do you see that?

24 A I do.

25 Q Can you read into the record beginning on September

1 11th, through that first paragraph.

2 A Sure.

3 On September 11th, 1989, Ampac, as the
4 declarant, and joining parties named therein
5 filed for record in the real property records
6 of Clark County, Nevada a certain declaration
7 of protective Covenants Conditions and
8 Restrictions, the Declaration, relating to
9 certain real property described therein, the
10 Premises.

11 Q And if you'll go to page 2 of that document, can you
12 tell the Court what this document purports to amend, looking at
13 paragraph 1.

14 A It just is discussing a withdrawal of -- from the
15 property from the premises of Ampac.

16 Q And looking at paragraph 4, can you read that into
17 the record.

18 A Yeah. It starts with,

19 No other amendments, except as expressly
20 provided in the First Amendment, all of the
21 provisions of the declaration shall continue
22 in full force and effect, unmodified therein.

23 Q After reviewing this document, do you see any
24 reference to NRS, the Nevada Revised Statutes, 116?

25 A No, I do not.

1 Q If you'll turn then to Stipulated Exhibit 1, have you
2 seen this document before?

3 A Just in the preparation for the trial again.

4 Q Can you explain to the Court what this document is.

5 A Yes. These are the CC&Rs that were enacted in 1989
6 on the property by Ampac.

7 Q Can you read for the record the instrument number of
8 this document.

9 A I can: 198909110000173.

10 Q And do you believe this to be the same document that
11 was referenced in the 1994 amendment that we just looked at in
12 Exhibit 2?

13 A I do.

14 Q So in Exhibit 1, I will turn your attention to
15 CB000419, and specifically Section 8.09.

16 A It's in Section 1; right?

17 Q This is in -- if you look at the bottom of the Bates
18 stamp pages, it's 419, Section 8.09.

19 A Okay. CB000419?

20 Q Yes.

21 A Okay.

22 Q Are you with me?

23 A I am.

24 Q Read into the record Section 8.09, please.

25 A Yes. It starts with,

1 Liens to Secure Assessments. All
2 assessments including interest and other
3 amounts due with respect to unpaid
4 assessments shall constitute and shall be
5 secured by a separately valid and existing
6 lien on the portions of the premises to which
7 they relate and upon all improvements at any
8 time, erected or constructed thereon, the
9 provisions of Nevada R-e-v State,
10 Section 27A -- 278A, excuse me, .170 and
11 incorporated herein by this reference.

12 Q And what does that paragraph mean to you?

13 A That there's a separate lien for anything that was
14 recorded on assessments.

15 Q Have you reviewed the entirety of this document
16 before your testimony today?

17 A I believe I have, yes.

18 Q Did you see any reference to the Nevada Revised
19 Statutes 116 anywhere in this document?

20 A That I did not.

21 Q If you'll turn now to CB000421.

22 A I'm there.

23 Q The bottom of that page, Section 11.03, there is a
24 section entitled, Protection of Encumbrances. Do you see that?

25 A I do.

1 Q Would you read paragraph A into the record, please.

2 A I will.

3 A, No violation or breach of or failure
4 to comply with any provision of this
5 declaration and no action to enforce any such
6 provisions shall affect, defeat, render
7 invalid or impair the lien of any mortgage,
8 deed of trust or other lien on any lot or
9 part of the premises taken in good faith and
10 for value, nor shall any violation, breach,
11 failure to comply or action to enforce
12 affect, defeat, render invalid or impair the
13 title or interest of the holder of any such
14 mortgage, deed of trust or other lien or
15 title or any interest acquired by any
16 purchaser upon foreclosure of any such
17 mortgage, deed of trust or other lien or
18 result in any liability, personal or
19 otherwise, of any such holder or purchaser.

20 Q And what does that section mean to you?

21 A That this does not trump any other liens that were
22 put forth on the property for lien holders.

23 Q When you say this, are you talking about the liens
24 referenced in the earlier section?

25 A I am, yes.

1 Q Going back to stipulated Exhibit 12.

2 A Yes, I'm there.

3 Q This is a letter that Celtic Bank received from Red
4 Rock. Are you with me?

5 A Yes, I am.

6 Q All right. And let's just go through a little bit
7 more in detail. What's the date of this letter?

8 A December 21st, 2011, is what it states.

9 Q And looking at the second paragraph -- well, first of
10 all, who's the letter from?

11 A It is from Red Rock Financial Services.

12 Q And looking at paragraph 2 of that letter, does it
13 reference the lien for delinquent assessments that we looked at
14 earlier?

15 A It does.

16 Q Does it reference the notice of default and election
17 to sell?

18 A It does.

19 Q And if you'll look with me at Stipulated Exhibit 14,
20 please.

21 A Yes, I'm there.

22 Q You had referenced earlier that in 2015 the borrower
23 had defaulted on the loan. Do remember that testimony? And
24 you had started in on judicial foreclosure.

25 A Yes, ma'am.

1 Q Besides the payment default to the borrower -- I'm
2 sorry, to the bank, had the borrower defaulted in any other
3 ways?

4 A Yes. As far as I was concerned, the borrower was in
5 default on their taxes, and I believe that's what this document
6 here references.

7 Q Did Celtic Bank receive a copy of the certificate for
8 delinquent taxes?

9 A Yes.

10 Q And subsequent to Celtic Bank receiving the
11 certificate, did Celtic Bank reach out to the borrower and
12 request that it cure the taxes on the property?

13 A Yes, we did.

14 Q And did that happen?

15 A It did not.

16 Q Looking at Stipulated Exhibit 19, are you with me?

17 A Yes.

18 Q Are these the letters that Celtic Bank sent to the
19 borrower with respect to the taxes?

20 A Yes. These appear to be our letterhead and the
21 letters that we send for the tax notices.

22 Q And what are the dates on those letters?

23 A Starting with the first one, it's June 9th of 2014,
24 August 6th of 2014, February 6th of 2015.

25 Q And why were you sending letters to the borrower for

1 the taxes?

2 A Because the borrower was past due on those taxes. We
3 wanted them to pay those taxes so that that lien wasn't -- our
4 lien wasn't extinguished by the county.

5 Q Looking at stipulated Exhibit 22.

6 A Yes.

7 Q Do you recognize this document?

8 A Yeah. It appears to be a tax trustee's deed for the
9 delinquent taxes.

10 Q Did Celtic Bank receive this tax trustee's deed from
11 the county?

12 A We did, yes.

13 Q And what, if anything, did Celtic do when it received
14 this tax trustee deed?

15 A We of course wanted the borrower to pay them again,
16 but then we paid the taxes ourselves in order to protect our
17 first interest in the property.

18 Q And why did Celtic then -- I'm sorry -- arrange to
19 pay the taxes?

20 A Because we wanted to make sure they were paid so that
21 our lien wasn't extinguished. We held the first priority.

22 Q And looking at Stipulated Exhibit 25.

23 A Yes.

24 Q Do you recognize this document?

25 A I do, yes.

1 Q And what is it?

2 A This is the wire confirmation that -- I believe this
3 to be the wire confirmation to pay for these taxes. It was a
4 day when we did that.

5 Q And what is the amount that Celtic Bank paid Clark
6 County as in for the past due taxes?

7 A It was just above 18,000 -- 18,281.67.

8 Q And after Celtic paid the back taxes, what happened?

9 A That recorded deed is removed. So we believed that
10 the lien was clear.

11 Q Turning to Stipulated Exhibit 26, do you recognize
12 this document?

13 A Yes, I do.

14 Q And what is it?

15 A It's a reconveyance that was recorded that I was just
16 referencing after the payment.

17 THE COURT: I'm sorry. The Exhibit -- oh, it's
18 Exhibit 26.

19 MS. NOTO: Yes.

20 THE WITNESS: Yes.

21 THE COURT: Okay. Thank you.

22 BY MS. NOTO:

23 Q And to whom did Clark County Treasurer reconvey the
24 property?

25 A Back to Gibson Road LLC, who was our borrower.

1 Q And when was the reconveyance recorded?

2 A This one was recorded on November 5th, 2015.

3 Q Was that on -- was that before or after the
4 foreclosure sale was held by the association?

5 A This sale?

6 Q Yes.

7 A It was before.

8 Q Let's look at Stipulated Exhibit, I believe, 15. Do
9 you have that in front of you?

10 A Oh, excuse me. So it was after.

11 Q What -- can you tell the Court what Exhibit 15 is.

12 A Yeah. This is a notice of foreclosure sale.

13 Q Did Celtic receive a copy of the notice of
14 foreclosure sale?

15 A I believe we did. Yes.

16 Q What date was the notice of sale recorded -- let me
17 go back. So I asked you if Celtic Bank actually received a
18 notice of the foreclosure sale, and your testimony is that you
19 received it?

20 A We received -- we received, I think, the notice of
21 foreclosure sale. Yeah, I believe we received this.

22 Q Okay. So looking at the notice of foreclosure sale,
23 what date was it recorded?

24 A That was February 26, 2014.

25 Q And let's look at the notice of foreclosure sale.

1 Does it reference the lien for delinquent assessments? Looking
2 in the first full paragraph after the warning.

3 A Are you asking for an amount? Is that what you want?

4 Q No. I'm just asking if this document reflects or
5 references the lien for delinquent assessments.

6 A Oh, yeah, absolutely. Excuse me.

7 Q Okay. And does it reference the notice of default
8 and election to sell that we looked at earlier?

9 A Yes.

10 Q And does it reference a sale date?

11 A It does.

12 Q And what sale date is referenced in the document?

13 A March 21st, 2014.

14 Q And does it have a legal description?

15 A It does.

16 Q Can you read into the record the legal description,
17 and it starts with, Land legally described.

18 A Yeah.

19 Land legally described as Gibson
20 Business Park 3, Plat Book 56, page 36, Part
21 Lot 1 of the official records in the office
22 of the county recorder of Clark County,
23 Nevada, will sell at public auction to
24 highest bidder for cash payable at the time
25 of sale in lawful money of the United States

1 by cash --

2 Is that good?

3 Q That's all right. Yes. Thank you. Based on that
4 document, did you understand that the association foreclosure
5 sale was going to happen three weeks later, approximately three
6 weeks later?

7 A Yes.

8 Q If you'll also turn on that second page, the last
9 full paragraph before the signature line, starting with, The
10 sale will be made, can you read that into the record.

11 A Where at? Sorry.

12 Q Beginning with, The sale will be made.

13 A Oh, yeah. No problem.

14 The sale will be made without covenant
15 or warranty, express or implied, regarding,
16 but not limited to title or possession,
17 encumbrances, obligations to satisfy any
18 secured or unsecured liens or against all
19 right, title and interest of the owner
20 without equity or right of redemption to
21 satisfy the indebtedness secured by said
22 lien, with interest thereon, as provided in
23 the declaration of Covenants, Conditions and
24 Restrictions recorded on 10/24/1994 in Book
25 Number as Instrument Number 19940240000285 of

1 the official records in the office of the
2 recorder and any subsequent amendments or
3 updates that may have been recorded.

4 Q Are you aware of any indebtedness that is secured by
5 CC&Rs recorded on 10/24/1994?

6 A No.

7 Q Is the instrument number in the notice of sale the
8 same as the instrument number referenced in the lien for
9 delinquent assessments?

10 A I don't believe it is.

11 Q If you look at the instrument number here, 1994, and
12 you can look at the lien for delinquent assessments if that
13 would be helpful.

14 A And which one is that?

15 Yeah.

16 I believe the -- let me just look at it. Make sure I
17 know what you're asking.

18 Q If you'll look at the lien, which I believe was
19 Exhibit -- I'm sorry -- 9, the instrument number in the lien
20 is --

21 Are you with me?

22 A I am, yeah.

23 Q Look at the instrument number in the lien, and then
24 look at the instrument number in the notice of foreclosure sale
25 and tell me if they --

1 A Excuse me. Yes, they used the same one on this. I
2 apologize.

3 Q Okay. Very good. And is that number the same number
4 as on the document that was recorded on 10/24/1994 that we've
5 looked at as Exhibit 2?

6 A So that's where I thought we were discussing here.
7 No, it's not. The number is different than in 2.

8 Q Are you familiar with any other CC&Rs that encumber
9 the property in which -- for which Celtic Bank holds a first
10 priority deed of trust?

11 A Not off the top of my head I'm not.

12 Q I'm going to direct your attention to Exhibit 3. Are
13 you with me?

14 A I am. Yes.

15 Q Have you seen this document before?

16 A Yeah. I read through this in preparation as well.

17 Q And what is this document?

18 A This is the CC&Rs, the documents for best property, I
19 believe, from First American Title. It's the declarations, the
20 CC&Rs that were recorded.

21 Q And when was this document recorded? Can you tell?

22 A Yeah. That looks like it was March 18th of 2004.

23 Q Looking at this document, if you'll turn to CB000356,
24 the second page.

25 A Yes. That's right. These were in place there.

1 Q I'm sorry?

2 A These were the CC&Rs on the property.

3 Q Very good.

4 A Excuse me.

5 Q Looking at Recital D, if you would read Recital D
6 into the record, please.

7 A Sure.

8 The real property shall not be subject
9 to provisions of the Uniform Common Interest
10 Ownership Act codified in Chapter 116 in the
11 Nevada Revised Statutes, NRS, except to the
12 extent permitted under NRS 278A.170.

13 Q Turning your attention to CB000375.

14 A Yes.

15 Q Looking at Section 10.2, do you see that?

16 A 10.2, is that what you said?

17 Q 10.2, yes.

18 A Yes, ma'am.

19 Q Would you also read into the record beginning with,
20 Notwithstanding anything contained herein.

21 A Yes. No problem.

22 Notwithstanding anything contained
23 herein to the contrary, no such foreclosure
24 sale shall occur until the lapse of 60 days
25 following delivery of notice of such pending

1 sale to any mortgagee of such owner and the
2 failure of such owner or mortgagee to fully
3 cure such violation. If declarant or the
4 association, as applicable does not elect to
5 create and enforce a lien as aforesaid, it
6 shall nevertheless have all of the rights set
7 forth in Section 10.3 below.

8 Q What does that mean to you?

9 A That any sale -- any foreclosure sale under these
10 CC&Rs should occur 60 days after the notice.

11 Q So you testified that you received the notice of sale
12 and that the notice of sale -- let's look at that document
13 again, which is notice of foreclosure sale, Exhibit 15.

14 A Yes.

15 Q And that notice of foreclosure sale was recorded
16 when?

17 A This was recorded on February 26, 2014.

18 Q And we have a stipulated fact that the foreclosure
19 sale took place on March 21st, 2014. Is that 60 days?

20 A It is not.

21 Q I also want you to go back now to Exhibit 2.

22 A I'm with you.

23 Q I'm sorry. Exhibit 3. Exhibit 3, and looking at
24 CB000380, tell me when you're there.

25 A I'm there.

1 Q Could you read into the record Article XIII please
2 that starts with, Mortgagee protection clause.

3 A Yes.

4 No violation of any provision of this
5 declaration nor any remedy exercised
6 hereunder shall defeat or render invalid the
7 lien of any mortgage made in good faith and
8 for value upon any portion of the project,
9 nor shall any lien created hereunder be
10 superior to any such mortgage unless such
11 lien shall have been recorded in the public
12 records prior to the recordation in the
13 public records of such mortgage, provided,
14 however, that any mortgagee or other
15 purchaser at any trustees or foreclosure
16 sales shall be bound by and shall take its
17 property subject to declaration as fully as
18 any other owner of any portion of the
19 property.

20 Q Thank you. Mr. Zern, at the time of the foreclosure
21 sale in 2014, did Celtic Bank have an understanding of the
22 value of the property?

23 A Yes, we did. We'd periodically get appraisals.

24 Q And what was Celtic Bank's opinion of value of the
25 property at the time of the foreclosure sale in March of 2014?

1 A I believe if I recall correctly that that was the
2 amount of 400- to 450-. There were some comparables right in
3 that range.

4 MS. NOTO: Thank you. I have no further questions,
5 Your Honor.

6 THE COURT: Okay. Cross.

7 MR. CROTEAU: Your Honor, may we have a couple of
8 minutes?

9 THE COURT: You want a break.

10 MR. CROTEAU: Thank you.

11 THE COURT: Let's go ahead and take a break for about
12 15 minutes. Okay.

13 (Proceedings recessed 10:57 a.m. to 11:14 a.m.)

14 THE COURT: Okay. Everyone may be seated.

15 Okay. Let's go ahead and bring the witness back up
16 to the stand.

17 And, sir, I just want to remind you again you've been
18 sworn.

19 THE WITNESS: Yes.

20 THE COURT: Okay.

21 MR. CROTEAU: Thank you, Your Honor.

22 CROSS-EXAMINATION

23 BY MR. CROTEAU:

24 Q Good morning, Mr. Zern. I'm Roger Croteau. I
25 represent defendant in this case.

1 A Nice to meet you.

2 Q Sir, I need to talk to you about a few things. Your
3 title at the bank is Senior Vice President?

4 A Yes.

5 THE COURT: I'm sorry. I didn't quite hear that.

6 MR. CROTEAU: His title at the bank is Senior Vice
7 President.

8 THE COURT: Okay.

9 BY MR. CROTEAU:

10 Q What did you do --

11 THE COURT: If you're going to move around, that's
12 fine and dandy, but you do need to be miked up. It doesn't
13 matter to me. Otherwise you need to be --

14 MR. CROTEAU: Well, we're recording. I apologize.
15 You're right.

16 THE COURT: All right.

17 MR. CROTEAU: And I've got to apologize. I'm going
18 to keep bouncing back and forth. So --

19 THE COURT: You need to get new glasses that have
20 both.

21 MR. CROTEAU: I do have that, but I can't read with
22 these very well.

23 THE COURT: Okay.

24 MR. CROTEAU: So it's terrible. But we'll try it.

25 I'm sorry. Thank you.

1 BY MR. CROTEAU:

2 Q Are you familiar with SBA loans, sir?

3 A Yeah. Generally speaking, of course, yes. I work
4 with them all day.

5 Q Okay. When you say you work with them, what does
6 that mean? Do you understand the underwriting capabilities or
7 the underwriting aspects of that, SBA loans?

8 A I'm not really sure what you're asking, but, yes, I'm
9 very familiar with the underwriting, to closing, to wrap up of
10 the SBA loans.

11 Q Okay. Well, are you familiar with the bank's
12 relationship with the federal government with an SBA loan?

13 MS. NOTO: Objection. Relevance, Your Honor.

14 THE COURT: I'll allow it in.

15 MR. CROTEAU: And, Your Honor, for the Court's
16 edification, I analogize this to the Freedom Mortgage case,
17 notice similar to an FHA kind of guarantee, and that's where
18 I'm going with this analysis.

19 THE COURT: Okay.

20 MR. CROTEAU: In case they argue for the preemption.

21 THE COURT: Well, I assume you're going somewhere
22 with it and laying foundation for it. So --

23 MR. CROTEAU: I am. I am.

24 THE COURT: Okay.

25 MR. CROTEAU: Thank you.

1 THE WITNESS: Could you ask the question again.

2 MR. CROTEAU: Of course.

3 BY MR. CROTEAU:

4 Q Are you familiar with the rules and regulations
5 between the bank and the SBA in terms of SBA loans?

6 MS. NOTO: Objection. Foundation, Your Honor.

7 THE COURT: I'll overrule. It's a bench trial. So
8 I'm going to give a little bit more latitude to the parties on
9 these.

10 MR. CROTEAU: Thank you, Your Honor.

11 MS. NOTO: May I be heard just briefly then, Your
12 Honor?

13 THE COURT: Okay.

14 MS. NOTO: He's asking about all the federal
15 regulations from the federal government and the SBA. I think
16 it's certainly outside the scope of what this --

17 MR. CROTEAU: I didn't ask him that.

18 MS. NOTO: -- anything that this witness would have
19 foundation for.

20 MR. CROTEAU: I asked him if he is familiar with the
21 bank's understanding of its relationship with the SBA and the
22 SBA's relationship with the bank.

23 THE WITNESS: Yes, I believe I'm very familiar with
24 our relationship if you're asking how we hold the loan compared
25 to the SBA.

1 MR. CROTEAU: Thank you.

2 BY MR. CROTEAU:

3 Q Now, am I to understand that an SBA is a guarantee of
4 a certain portion of the loan made under an SBA loan in this
5 particular case?

6 A Portions of SBA loans are guaranteed --

7 Q This particular --

8 A -- by the SBA.

9 Q -- case, sir.

10 THE COURT: Okay. Okay. You're interrupting the
11 witness.

12 MR. CROTEAU: My apologies.

13 THE COURT: And I've got a great court recorder here,
14 but she can't take two people down at the same time.

15 MR. CROTEAU: That's fine, Your Honor. I apologize.

16 THE COURT: Okay. Ask your question again.

17 MR. CROTEAU: Sure.

18 BY MR. CROTEAU:

19 Q Are you familiar with -- well, strike that.

20 This particular loan in this case, I don't want to
21 know about any others, okay? Is this a guaranteed loan by the
22 federal government, or is this the federal government's money?

23 A There is an SBA guarantee in place on this loan.

24 Q Okay. Explain to the Court what that means.

25 A Depending on stage of the loan, it can mean several

1 things, but essentially, at the end of the day, what occurs is
2 if the bank has acted properly with our standard operating
3 procedures given by the SBA, there is a 75 percent guarantee of
4 the outstanding balance that is covered by the SBA.

5 Q In the event of default; is that accurate?

6 A In the event of default.

7 Q All right. So if there's no default, the guarantee
8 is never called upon, fair enough?

9 A Correct. Yes. On this one, it wasn't called upon
10 until there was a default.

11 Q Okay. In order for you to cash, get paid the
12 75 percent of the government guarantee, do you have to still
13 possess the collateral?

14 A "Possess the collateral," what do you mean by that?
15 I have to have the collateral? It has to be liquidated in
16 order for me to get an SBA guarantee.

17 Q Thank you. So in other words, you have to maintain
18 the collateral so that you can foreclose upon it, either turn
19 it over to the SBA or cash it out and get the difference from
20 the SBA. Is that a fair statement?

21 A The SBA doesn't ever take the property. That's
22 something that does not occur, but we do have to liquidate all
23 assets.

24 Q Okay. Next question is if the bank through its own
25 negligence lost the collateral in an HOA foreclosure sale under

1 116 and no longer had the collateral, does the guarantee come
2 in and pay the bank regardless?

3 MS. NOTO: Objection, Your Honor. Relevance. And I
4 think this is going into case law that says there is no
5 relevance in what the SBA -- or what the bank recovers.

6 THE COURT: I understand.

7 I'll let you go into it, but I am kind of wondering
8 where we're going, but go ahead, and I'll --

9 MR. CROTEAU: I'll explain. I'll wait, and I'll
10 explain for the Court.

11 THE COURT: Go ahead.

12 THE WITNESS: Your question is just really broad.
13 I'm not trying to get around it. Just if you could tell me
14 what it is that you're trying to look for here, I'd be happy to
15 answer it if it was a little bit more specific.

16 BY MR. CROTEAU:

17 Q Under your documents, under your contract with the
18 SBA, under the bank's contract with the SBA -- right, that's
19 what I'm asking -- in that arrangement, if the bank through its
20 own negligence loses or it does not have the collateral as a
21 result of the 116 NRS HOA foreclosure sale, can it then demand
22 full reimbursement up to 75 percent from the SBA?

23 A The lender can demand whatever the lender wants to
24 demand. If the SBA pays, it's a different story, and so I'm
25 not going to speak specifically to 116 for you, but we have to

1 act prudently as a lender. That is the understanding. We have
2 to act prudently, and we have to protect and preserve our
3 collateral, and so that's what needs to happen.

4 Q Okay. I'll ask the question again a little
5 differently maybe. In the event the bank has lost the
6 foreclosure sale through a legal sale, if this Court deems it
7 to be a legal sale, okay, does the bank still have the ability
8 pursuant to your contract with the SBA to pursue the SBA
9 guarantee of 75 percent of the loan?

10 MS. NOTO: Your Honor, I have to object again. This
11 is going into what is the bank going to be able to obtain from
12 the government. It's irrelevant to this matter.

13 THE COURT: Okay. I understand. Overruled.
14 Go ahead.

15 THE WITNESS: So one thing that needs to be
16 understood before any of this is actually heard is that we have
17 to go after the full amounts available at any point in time in
18 order to protect the government and protect ourselves and the
19 original borrower so they don't have a huge deficiency action
20 after everything is sold. And so we have to act prudently.
21 That's what I'll go into.

22 There's many things that regulate prudence as a
23 lender, but we have to act prudently. We have to protect our
24 collateral. We have to -- we have to make sure we're secured,
25 and we need to do analysis at different points. So as far as

1 our property being lost and being able to go after a guarantee,
2 it depends if we followed all of the regulations, and there's
3 many within the 13 CFR.

4 BY MR. CROTEAU:

5 Q All right. I'm going to do it one more time then.
6 In this particular case --

7 I'm going to give you a hypothetical then. I
8 understand you don't want to agree to it in this case. I'll
9 give you a hypothetical. Let's say the hypothetical is the
10 sale occurred in this case, and the collateral was, in fact,
11 sold on something that was deemed to be superior to your deed
12 of trust, okay? That's your hypothetical. And the property
13 is, in fact, no longer available to you for sale, and it's no
14 longer available for you to cash in, get any funds from, are
15 you able at that point in time to go to the SBA and demand the
16 75 percent payment of the guarantee?

17 A With all due respect, I think you're getting into
18 nuances that perhaps maybe you don't understand because there's
19 a total loss of a guarantee, and there's a repair of a
20 guaranty. If something was -- if the SBA was harmed by an
21 action of the lender and it wasn't an origination issue, it
22 wasn't something that they weren't qualified to have a loan
23 for, and it was something like this at the end, there's a
24 possible repair. So they would repair us a certain dollar
25 amount, but it does not mean that we can't have a guarantee.

1 That's not a full denial of a guarantee. It's a different
2 thing.

3 Q Okay.

4 A That's why I'm struggling with the answering it
5 because there's two different scenarios, and then from there it
6 branches off into a couple other scenarios of how they can
7 repair you. So you don't just lose the guarantee necessarily.

8 Q Okay. You get a smaller portion? What's a repair
9 mean?

10 A Correct. That's a good explanation. So say they
11 deemed that we lost \$200,000 we should have recovered. We will
12 get a repair for the \$200,000 number.

13 Q A repair or a charge-off or a cut-up or a slice of?
14 Is it you get reduced that much?

15 A A repair is that we would have to be responsible for
16 that amount. The SBA would no longer cover that portion of the
17 balance.

18 Q Hypothetically then, one more time hypothetically,
19 you said the value of this property at the time of the HOA sale
20 was approximately 400,000 to \$450,000, yes?

21 A Yes.

22 Q Okay.

23 A I believe that's what I said. Yeah.

24 Q So using your analogy under repair, in the event that
25 the bank lost that asset through its own negligence and it was

1 worth 400- to \$450,000, would they repair by removing \$450,000
2 off the guarantee and paying the balance possibly?

3 A So, yes, that's a possibility. Yes.

4 Q Okay.

5 A I mean, we're speaking hypotheticals. That's why --
6 I'm not trying to dodge what you're saying, but there's so many
7 things that could play into these things.

8 Q Okay. In this particular case, when did the bank
9 first realize it didn't have the collateral anymore if we give
10 effect to the HOA sale?

11 A I believe the first time I ever knew that there was
12 any issue is when I got your letter.

13 Q The letter from my firm?

14 A Yes, sir. Because it stated that you were a superior
15 lien holder which wasn't my understanding up until that point.
16 I believe that's what the letter stated.

17 Could you show me which one you're referring to.

18 Q Are you referring to a letter April 30th of 2015?

19 A Do you know which exhibit that is so I could turn to
20 it? I don't want to say yes if I don't know.

21 Q I have to find it to tell you the truth. Hang on.
22 One moment if you would.

23 THE COURT: Is that April 30th of 2015 letter?

24 MR. CROTEAU: It is, Your Honor.

25 THE COURT: That would be Exhibit 21.

1 MR. CROTEAU: Thank you, Your Honor. I hadn't gotten
2 that far.

3 If you could go to Exhibit 21.

4 And, Your Honor, thank you.

5 THE WITNESS: Yes, sir I'm there.

6 BY MR. CROTEAU:

7 Q All right. Please take a look at this document. Is
8 this the letter you're referring to? With the accompanying
9 foreclosure deed?

10 A Yes, sir.

11 Q Okay. So this is officially the date you became
12 aware or the bank became aware?

13 A I believe both. It's hard for me to speak for the
14 bank though. I mean, I don't know. I manage these assets. I
15 didn't know until this day.

16 Q How long had you been managing these assets? The
17 loan in question.

18 A This loan in question, I started managing these
19 assets in 2009. I had a hiatus with Celtic Bank, meaning I
20 left for another job, and then six months later, Celtic Bank
21 came and asked for me to come back, and so I came back. So
22 during that time period, I'd been there the entire time, but
23 six months.

24 Q Okay. And we know the foreclosure sale occurred in
25 2014, at least the HOA foreclosure sale; correct?

1 A That's what I believe --

2 Q 2/21/14?

3 A -- we've been seeing today.

4 Q 2/21/14 sound right?

5 A Sounds correct.

6 Q Okay. So for the relevant period of time that we're
7 discussing this, you were the person specifically managing
8 these assets?

9 A I have people that work for me that manage the
10 assets, but, yes, I'm ultimately in charge.

11 Q All right. And when you received this letter, what
12 did you do?

13 A I believe we reached out to counsel and asked for
14 counsel to review it to see what was going on because we were,
15 in a term, flabbergasted at that point in time because this
16 wasn't our understanding.

17 Q Okay. Did the bank have any other loans, both either
18 residential or commercial loans in the state of Nevada during
19 that period of time?

20 A You're asking me to jog back, but I've done a lot of
21 work in Nevada. I've had several properties that foreclosed on
22 and worked with. We got some deals that we had here, but I
23 couldn't specifically tell you unless I knew the exact time
24 frame and went back and looked. I deal with a lot of files.

25 Q Fair enough. Fair enough. Now, in light of what

1 we're doing, let's go back to Exhibit 4 if you would. This is
2 the U.S. Small Business Administration note; correct?

3 A Correct. This is the note for the loan.

4 Q All right. And I think we can agree, under
5 Section 2, collateral means the property in question plus the
6 personal guarantees of the borrower; right?

7 A It says that, yes.

8 Q Okay. All right. Now, obviously it has payment
9 terms and so forth, and it has loan repayments, and then it
10 talks about the defaults; correct --

11 A Yeah, there's a provisions of default section.

12 Q -- which is Subsection 4?

13 A 4?

14 Q Yes.

15 THE COURT: Okay. I'm sorry. What exhibit are you
16 guys on?

17 MR. CROTEAU: 4, Your Honor, of CB 2.

18 THE COURT: Got it. All right. Thank you.

19 BY MR. CROTEAU:

20 Q When did this loan officially, from the perspective
21 of the bank, become in default?

22 A I believe that we started our foreclosure proceedings
23 at the end of 2013, December of 2013 if I recall correctly,
24 somewhere around there. Maybe it was later. I can't
25 specifically recall, but --

1 Q Well, we can go through that. I'm not holding you to
2 that, but when we say default, we mean not necessarily a
3 default as under the terms of the note or not necessarily a
4 notice of sale or notice of intent to take default; right?

5 A Correct. In the note there are several ways that a
6 default can be reached, whether it be material or immaterial.

7 Q Right. And in this case we talked about taxes;
8 right? That would be a default under the note, would it not?

9 A It can be a default under the note, yes.

10 Q Okay. Missed payments would be a default under the
11 note as well; right?

12 A Correct. After a certain amount of them being past
13 due, we would be able to move forward with foreclosure.

14 Q All right. And that, in fact, had occurred in this
15 case over a longer period of time; right, before 2013?

16 A We had several times worked with the borrower on
17 different aspects. The purpose of the SBA loans are to provide
18 small business loans and funding to individuals that otherwise
19 couldn't get it, and so the specific mission is that we help
20 these businesses. So there are provisions within this note
21 that allow for an immaterial default -- they didn't pay
22 taxes -- but we don't just go after the borrower or declare
23 default on the note. We try to work them through the process
24 to adhere to that mission of the SBA to try to help
25 individuals, not harm.

1 Q Fair enough. Let's take a look at CB 3 in the same
2 Exhibit 4, Section 7, and I believe you read it into the
3 record. I want to talk to you about it.

4 A Correct.

5 Q Okay. It says,

6 When the SBA is the holder, this note
7 will be interpreted and enforced under
8 federal law, including SBA regulations.

9 Now, when it says the SBA is the holder, are they the
10 holder of this note until you present it to them, or are they
11 the holder of the note in your hands? In other words, the bank
12 has --

13 A They're always the holder of the note.

14 Q They are?

15 A Yes.

16 Q But it's not their money; right?

17 A Well, that's what I was trying to explain to you
18 earlier. Sometimes it is.

19 Q In this particular case --

20 A If it sold on the secondary market, sir --

21 THE COURT: Okay, guys. Well, whoa. Whoa. Whoa.
22 Okay. This is the rules, guys. Recorder can only get one of
23 you at a time.

24 You ask a question. Let him answer.

25 You let him get question out, okay?

1 THE WITNESS: My apologies, Your Honor.

2 THE COURT: That's all right.

3 Ask your question.

4 BY MR. CROTEAU:

5 Q Sir, Mr. Zern, I appreciate what you're telling me.
6 I don't want to know about the various SBA loans. I know
7 there's SBA money where they get the money directly from the
8 SBA. I understand that.

9 In this particular case, well, let's drill this down.
10 What kind of loan was this? What statute, what section loan
11 was this under the SBA?

12 A This is guaranteed under the 7A program.

13 Q 7A. Okay. In 7A, is the United States government
14 putting up their money and putting it into your coffers to make
15 this loan?

16 A No. But in essence they are because they are
17 guaranteeing the money, and it's sold on the secondary
18 market --

19 Q Right. With all --

20 A -- and so the secondary market gets a certain
21 premium.

22 Q With all due respect, there are two -- let's do this
23 differently then. Is there a loan number where the government
24 actually puts up the money and it actually provides the money
25 for the loan, and you administer?

1 A No, not this loan. No, that does not happen.

2 Q I didn't ask you about this loan. I said --

3 A Sir, I'm really having a hard time. I'm not trying
4 to deflect. I'm not trying to find a way around it. Your
5 questions -- I feel as though the questions you're asking you
6 don't quite understand the SBA loan program completely because
7 there's so many variables that go into it, and so the questions
8 you're asking me, I can see they're frustrating you, but it's
9 not going to get where you want it to, and that's not because
10 I'm dodging it. So I'm sorry if I'm causing you frustration.
11 It's just --

12 Q No. I'm fine.

13 A -- the way you're asking it, in my view, is
14 counterintuitive to what the program actually does. Sorry.
15 I --

16 Q I really didn't want to do this, but I will. Would
17 you then tell us what the various loan opportunities are under
18 the SBA that are available to your borrowers. Let's do it that
19 way.

20 MS. NOTO: Objection. Relevance, Your Honor.

21 THE COURT: I know we're doing a lot of circles. I'd
22 rather know about this loan, not what SBA does with everything
23 else.

24 MR. CROTEAU: Me too. Me too. And we're getting
25 answered about, well, all these programs. I want to know about

1 this particular loan. That's all I've asked about.

2 THE COURT: Okay. Ask your question.

3 BY MR. CROTEAU:

4 Q In this particular loan, okay, this is the bank's
5 money that the bank lent this borrower, and then obtained a
6 guarantee in the event of default from the SBA for this loan;
7 is that correct?

8 A Correct, on this loan.

9 Q Okay. Thank you.

10 A No problem.

11 Q So when I asked you if the SBA is the holder of this
12 note, that would not be the case until they defaulted?

13 A See, I don't see it that way, and that's why I
14 answered it the way I did. I believe that they are the holder
15 the entire time because their guarantee is in place. That's
16 always being counted upon, and so we have to take care of these
17 loans just like they were with the SBA the entire time, and so
18 whenever I look at this, it's SBA is involved, and they are a
19 holder from the beginning to the end.

20 Q Okay. In the event there is no default and there's
21 no call upon the SBA to pay the guarantee, is the SBA involved
22 in the administration of this loan?

23 A We are a PLP lender, and so, no, we service these
24 loans.

25 Q If there is no default on the loan, is there ever a

1 call upon the SBA to do anything with regard to the guarantee?

2 A Specifically to this one because --

3 Q Specifically to this one.

4 A No, I didn't do anything on this one to call the
5 guarantee.

6 Q Okay. All right.

7 A May I say one thing though? This is where I was
8 getting tripped up, and so when it is purchased at default
9 under the secondary market, the SBA does put its funds forward,
10 and so then they become the holder at default.

11 Q Okay. That's -- thank you. So once they've gone
12 into default -- bear with me, okay -- when the loan has in fact
13 gone into default and you, as a bank, have called in the
14 guarantee at the SBA, and the SBA chooses to pay you, that is
15 the moment in time when federal funds are in the coffers?

16 A See, that's -- no, that's not the case because when
17 it defaults, I'm not asking for the guarantee to be paid. We
18 have to do that after everything is liquidated, but they will
19 pay off the secondary market and give them funds to the
20 secondary market. I still service the loan. I still handle
21 it. I can't call upon the guarantee until I wrap up the loan,
22 but at that time, when it defaults, if it's past 90 days and up
23 to 120, I can pull it from the secondary market and get the SBA
24 to put their funds there.

25 Q I see. And then you have to liquidate the asset as

1 the servicer?

2 A Correct.

3 Q And for the lack of a better term, at that point you
4 true up with the SBA. You've got X number of dollars for the
5 collateral. You've pursued the borrowers. You've got X number
6 of dollars. The net difference is X, and then you call upon
7 the guarantee?

8 A That's an easy way to put it, yes. I would agree
9 with that.

10 Q All right. In this particular case, this loan, this
11 case, that was never done; correct?

12 A What do you mean by, "That was never done"? Which
13 part?

14 Q You've never called upon the SBA for any funds in
15 this particular case?

16 A On this one I believe I purchased it off the
17 secondary market.

18 Q You being the bank?

19 A Celtic Bank.

20 Q Without benefit of the guarantee?

21 A Well, no, I didn't collect upon the guarantee yet.

22 Q Okay. Is it, in fact, true that in order to go and
23 claim against the guarantee, you would have to liquidate the
24 collateral that we're litigating about here today?

25 A Yeah. I believe I stated that. We would have to

1 liquidate all collateral and all assets. It would have to come
2 to an end. Then I'd go and wrap it up.

3 Q All right. So in order for you to get the
4 collateral -- I mean, I'm sorry. In order for you to make a
5 claim to the SBA for reimbursement to Celtic Bank, you would
6 have to get possession of this collateral so you could
7 foreclose upon it to liquidate it before you can make the
8 demand?

9 A So, no, I could still make a demand upon the
10 guarantee if I lost the property, but the SBA could then say,
11 yeah, we'll pay this amount or we won't pay this amount
12 depending on how we acted, but, yeah, I can still ask for the
13 guarantee to be paid. That's what I am trying to make sure
14 everybody understands.

15 Q I think we got it.

16 A Okay. Fair enough.

17 Q Thank you. All right. Let's go to Exhibit 5, sir.

18 A Excuse me?

19 MR. CROTEAU: Exhibit 5.

20 THE COURT: Exhibit 5.

21 THE WITNESS: Thanks, Your Honor.

22 BY MR. CROTEAU:

23 Q Based upon what I've seen, the note that we had in
24 Exhibit 4 was executed it looks like 1/18 of '06 or something
25 around that time frame -- I'm sorry, December 9th of 2005.

1 Is that accurate?

2 A Are you asking if the note was created on December
3 9th of 2005?

4 Q Yeah. And that's Exhibit 4, first page.

5 A The note date is December 9th, 2005.

6 Q Okay. And then if you go to Exhibit 5, this would
7 appear to be the deed of trust for the loan; is that correct?

8 A I believe it to be, yes.

9 Q All right. And it was recorded on 12/30 of '05;
10 right?

11 A This amendment, yes.

12 Q Thank you. Yeah. I apologize. This amendment.
13 Now, do you know why they had to correct the deed of trust?
14 And I think if you look at CB 38, you can't see the recording
15 date for whatever reason. It got copied over or something, but
16 do you see that CB 38?

17 A I do.

18 Q That looks like the original deed of trust; correct?

19 A It's copied. On the instrument number up top, you
20 can see that it's December 30th, 2005.

21 Q I appreciate that. I can't. Mine's got a white line
22 through it. So I apologize.

23 A Oh, do you have the bar up top? Because right below
24 the bar it says 2005, 12, 30.

25 Q It does. I apologize. What I was looking at is --

1 A So that's what I'm referring to.

2 Q Yeah. That's fine. Okay. So --

3 A So, yeah, December 30th, 2005 --

4 THE COURT: Guys.

5 MR. CROTEAU: I'm sorry.

6 THE COURT: Okay. Ask your question.

7 MR. CROTEAU: No, we're good. We're good.

8 BY MR. CROTEAU:

9 Q Go ahead, sir. Finish what you're saying.

10 A I'm done. I'm sorry.

11 Q Okay. What you're referring to is the bar code here?

12 A Correct, sir.

13 Q And you're reading it as 12/30 of 2005?

14 A Correct.

15 Q Okay. But we have the stamp portion I was looking
16 at, which is unavailable to me. So that's fine.

17 Now, so 12/30 of '05, and then it looks like in that
18 same exhibit which is the first page of that exhibit which is
19 CB 18, Exhibit 5 --

20 A Yes.

21 Q -- it appears that this notice page, if you will, was
22 rerecorded on 1/23 of 2006, so a little less than a month?

23 A It appears to be, yes.

24 THE COURT: And which exhibit are you on?

25 MR. CROTEAU: Same exhibit, Your Honor, just CB 18,

1 the first page. It's Exhibit 5.

2 THE WITNESS: 5, Your Honor.

3 THE COURT: Okay.

4 BY MR. CROTEAU:

5 Q So they corrected the legal description; is that
6 accurate?

7 A Yes, I believe that's what occurred here.

8 Q Okay. Do you know what was wrong with the legal
9 description?

10 A If I recall correctly, when they purchased the large
11 tract of land for the origination of this, it originally came
12 with different parcel numbers, and so the legal description of
13 one of those parcel numbers is ours, but they were later
14 changed at the time the deed was recorded, and so there was
15 a -- there was an issue with the parcel numbers, but the legal
16 description was still there. They just had to make sure that
17 they assigned the new parcel number.

18 Q All right. Now, we don't have any information on
19 this, but does the bank have an independent HOA department?

20 A No. We don't have an independent HOA department. We
21 have a lien department.

22 Q Okay. And does the lien department handle the CC&Rs
23 and things of that nature?

24 A Yes.

25 Q All right. Now, I assume, and correct me, but I

1 assume that when a loan is originated where there is a common
2 community interest, a CC&R if you will, that the bank requires
3 copies of the CC&Rs. They review them. They get copies of
4 deeds of trust. They look at legal descriptions. They look at
5 title reports. Is that a fair statement?

6 A When we originate loans, yes, that's what we do.

7 Q Okay. All right. When the bank bought this loan
8 under an assignment, all right, did it come with a file that
9 contained the CC&Rs and so forth in that file?

10 A I don't recall, sir.

11 Q Okay. And do you have access to the original file?

12 A Absolutely.

13 Q Have you reviewed the original file recently?

14 A Yes.

15 Q As of when?

16 A I just looked at it last Friday.

17 Q Okay. Do you remember seeing CC&Rs in there?

18 A I don't recall seeing it, but I wasn't specifically
19 looking for them either, but I don't recall seeing them.

20 Q Specifically what do you recall being in the file
21 from your recollection?

22 A I looked at the note, the guarantee. I went through
23 the electronic file as well, which is some of the recorded
24 documents to see the different filing dates. I looked at the
25 payment history. I wanted to make sure that I was up-to-date

1 on that, a general overview of the loan documents.

2 Q Okay. But you have no recollection of whether or not
3 you had CC&Rs?

4 A Again, I wasn't specifically looking for them, and so
5 I don't have any recollection. It doesn't mean they aren't
6 there or they are there. I just don't know.

7 Q Okay. If you'll look at Exhibit 6.

8 A Yes, sir.

9 Q This looks like a rerecording of the assignment of
10 rents as well?

11 A It appears, yes, to be that.

12 Q Okay. And again that's the recorded on 1/23 of '06;
13 is that correct?

14 A I see that same date, yes.

15 Q Assignment of rents, is that a particular document
16 that is filed in commercial cases?

17 A Yeah. Many times, yes. Absolutely.

18 Q All right. So a standard document, but and it's the
19 same correction of a legal description that was done
20 presumptively in the deed of trust?

21 A I would presume that's what was happening here, yes.

22 Q All right. Let's go to Exhibit 7. It appears from
23 Exhibit 7 that the bank acquired this from Silver State Bank --
24 or actually the FDIC as receiver for Silver State Bank, and
25 this was recorded on 11/9 of '09?

1 A Yes, sir. That appears to be correct.

2 Q All right. So effectively were you in charge when
3 this assignment came over, November of 2009?

4 A Yes. I would have been managing several special
5 assets files, and this would've been one of them.

6 Q Okay. Was this a time when you were back at the bank
7 already after your hiatus, or were you --

8 A No. This is when I was originally hired at Celtic
9 Bank. I was hired to help manage this portfolio.

10 Q Perfect. All right. When you get an assignment, and
11 I assume -- why don't you tell me how it is that you would
12 review a loan the bank is going to acquire from the FDIC back
13 in 2009. What's the process?

14 A Generally speaking?

15 Q Yes.

16 A It's just that's a broad question, but I was given a
17 tape of files. I went through them. Tape is what we call it.
18 It's an Excel spreadsheet. I went through them, looked at the
19 assets, looked at the values, looked at the default history of
20 the borrowers and looked at what was being given to us as far
21 as an SBA guarantee along with it, those types of things.

22 Q Okay. In other words, you looked at a larger
23 portfolio and it included many loans, I assume?

24 A Yeah. We call them pools, and this was in a pool.

25 Q Right on. I assume that in that process you have

1 access to review each one of the loan files?

2 A Yes. Yeah. Absolutely. They let us go through the
3 documents.

4 Q Okay. And is there a checklist that the bank used,
5 that you used at that time to verify what you'd want to see in
6 a complete profile, you know, such as original deed of trust,
7 original documents, things of that nature?

8 A Yeah. We went through the documents to see what was
9 there so that we could make our bids appropriately.

10 Q Fair enough. Is CC&Rs part of that critical analysis
11 that you do on a property when you're looking it up?

12 A I mean this sincerely. I don't recall if that was on
13 the checklist, but, yes, traditionally I would believe it to be
14 something I would look at, but I don't recall what we had on
15 that checklist. I haven't done it since 2009.

16 Q Fair enough. Exhibit 8, sir.

17 A Yes, sir.

18 Q More so just a clarification, this is also an
19 assignment of the rents. That came over at the same time;
20 correct?

21 A It appears to be an assignment of rents, yes.

22 Q All right. And these are assignments of recorded
23 documents, fair to say?

24 A Yes, sir.

25 Q Okay. Take a look, if you will, at Exhibit 9.

1 A Yes, sir.

2 Q This document was recorded 8/23 of '11; correct?

3 A Correct.

4 Q Is the bank, for the Court's edification, taking the
5 position they did or did not receive a copy of this document?

6 A Give me just one second.

7 Q Take your time.

8 A I've had some confusion over a couple of the
9 documents that have been given to us.

10 Q Sir, take your time.

11 A I don't recall seeing a copy of this, no, at that
12 time.

13 Q You do not?

14 A No.

15 Q Okay. The book's a little big. Give me a sec. One
16 moment, sir.

17 A Not a problem.

18 Q Would you go to Exhibit 46.

19 A Yes, sir.

20 I'm there.

21 Q Can you see this mailing affidavit dated 8/25 of '11
22 from Red Rock Financial Services. Do you see that?

23 A Yes, sir.

24 Q All right. And if you were to flip back to 9, just
25 if you could look at your hand there because you got your hand

1 on it.

2 A Yeah.

3 Q The recording date of the lien for delinquent
4 assessments is 8/23 of '11; correct?

5 A It appears to be, yes.

6 Q All right. So if you look at Red Rock 418, you'll
7 see certified notifications to Clark County Treasurer; correct?

8 A Correct. Yeah, I see that.

9 Q Same on 419, 420, and then a follow-up letter on
10 page 421, dated August 25th of '11?

11 A Okay. I see all of those documents.

12 Q Okay. Red Rock 424, you see that; right?

13 A Yes, I'm there now.

14 Q Okay. And that would be the same copy of the lien
15 for delinquent assessment; correct?

16 A It looks like it, yes.

17 Q Okay. Thank you. I can't seem to find where I put
18 it.

19 THE COURT: We're getting close to the lunch hour.
20 Do you want to take a break for lunch?

21 MR. CROTEAU: You know what, that's probably a good
22 idea, Your Honor. I apologize. I can find everything else. I
23 can't find the notice of lien of delinquent assessment with the
24 notices -- notice of lien delinquent assessment. That's
25 probably fine, Your Honor.

1 THE COURT: All right. Why don't we be back here at
2 10 after 1:00. All right.

3 MR. CROTEAU: Thank you, Your Honor. I apologize.

4 THE COURT: You bet.

5 (Proceedings recessed 11:55 a.m. to 1:17 p.m.)

6 THE COURT: Okay. Let's bring our witness back up
7 here, and everyone may be seated.

8 And, sir, I just want to remind you again you've been
9 sworn.

10 THE WITNESS: Yes, Your Honor.

11 THE COURT: Okay. Mr. Croteau.

12 MR. CROTEAU: Thank you, Your Honor.

13 BY MR. CROTEAU:

14 Q Sir, just so I'm clear, and I apologize, but I want
15 to run through this my way. April 30th of 2015, you received
16 a letter from me, correct, and you said that that was the first
17 time you had ever heard that there was an HOA sale or that
18 there was some jeopardy in your deed of trust?

19 A Was that the letter that we looked at earlier?

20 Q It is.

21 A Then, yes, I believe that's the truth.

22 Q Okay. So with that being said, I believe you would
23 also agree that there was no attempted tender at any
24 superpriority payment prior to the 3/21/14 sale?

25 A Agreed. We didn't try to pay for anything because we

1 believed at that time that our lien was superior to everybody
2 else's.

3 Q Let's talk about that. Exhibit 12.

4 A Yeah.

5 Q Are you there?

6 A I am.

7 Q Will you agree with me that the foreclosure sale in
8 this case, the HOA foreclosure sale occurred March 21st of
9 2014?

10 MS. NOTO: Your Honor, just a brief objection. He
11 keeps referring to homeowners association sale. This is a
12 commercial property, and I just want to be clear for the
13 record.

14 THE COURT: Yeah. I was going to say why don't you
15 rephrase your question.

16 BY MR. CROTEAU:

17 Q How about if I just put a premise out there that we
18 were talking about sales pursuant to 116, based upon common
19 interest ownership. Do you understand that?

20 A I know what you're speaking of, yes.

21 Q All right. So if I use the euphemism HOA, you know
22 that's what I mean instead; right?

23 A Correct.

24 Q All right. Thank you. All right. So with regard to
25 the Chapter 116 sale that occurred in this case, you say you

1 are relying on Exhibit 12 to indicate that you are not
2 responsible or that you're -- strike that, that based upon
3 Exhibit Number 12, it is your position, and you've testified
4 that you relied upon this letter to indicate that your first
5 deed trust was protected from any 116 sale?

6 A I believe what I'm trying to get across here is this
7 is one of the pieces of evidence that helped us believe that we
8 were still in our first position.

9 Q Well, let's plow that ground. What other evidence
10 led you to believe that?

11 A Well, even in this case, you can tell that the county
12 didn't even know because they started foreclosure as well about
13 delinquent taxes and sent us the notice, and we had other
14 tracking mechanisms as well, but there just wasn't ever any
15 evidence that this was not still our first deed. We believed
16 that from the beginning to the end.

17 Q All right. So the things you can cite to me are
18 Exhibit 12, which is the letter, and the tax lien information;
19 is that fair?

20 A Those are a -- yeah. Yes, off the top of my head.

21 Q Okay. Anything else that's a bright line that you
22 can tell me about.

23 A I can't specifically think of anything off the top of
24 my head.

25 Q That's fair. That's fair. So let's look at the Red

1 Rock letter, okay?

2 A Sure.

3 Q The Red Rock letter, do you debate whether or not you
4 received it at this particular address which is 340 East 400
5 South, Salt Lake City?

6 A Is there a return receipt for? I don't --

7 Q I'm not asking if there's a return receipt. Is that
8 the address?

9 A Yeah, there is an address on here --

10 Q Is that the bank's address, sir?

11 A It is not the bank's address.

12 Q As of when?

13 A Sometime, if I'm guessing -- I don't have the exact
14 date, but it probably would've been -- I don't even want to
15 stab at it. I don't know when we moved to our new location.

16 Q Let's go to --

17 A Three years ago maybe.

18 Q Let's go to Exhibit 43 for a minute, and I'd like you
19 to look at Red Rock 0346.

20 THE COURT: I'm sorry. And the exhibit again,
21 please?

22 MR. CROTEAU: 43, Your Honor, Red Rock 346.

23 BY MR. CROTEAU:

24 Q Are you there?

25 A Not yet.

1 Q Take your time.

2 A Yes, I'm there.

3 Q All right. Now will you look at this, and I
4 represent to you this is a certified mail, return receipt
5 requested, signed.

6 A I've seen these many times and I know that signature.

7 Q Okay. Whose signature is it?

8 A Her name is Roberta Merryman [phonetic].

9 Q Does she work for --

10 A She does. So we clearly were --

11 THE COURT: Okay. Wait. Wait. Wait. The question
12 was does she work for, and then you interrupted.

13 Get your question out.

14 BY MR. CROTEAU:

15 Q Did she work for Celtic Bank?

16 THE WITNESS: Excuse me. Sorry. Your Honor.

17 THE COURT: That's all right. No problem. I just --

18 THE WITNESS: Yes, she does.

19 THE COURT: -- worry about the record.

20 Okay. Guys, we're talking over me now. I just want
21 to make sure that the record is clear.

22 Ask your question again, please.

23 MR. CROTEAU: My pleasure, Your Honor.

24 THE COURT: All right.

25 / / /

1 BY MR. CROTEAU:

2 Q Does Ms. Merryman work for Celtic Bank Corporation?

3 A Yes, she does.

4 Q What is her title, sir?

5 A I'm not sure she has a title. She handles the liens
6 with the -- with the underwriting, things like that. I'm not
7 sure she has a specific title.

8 Q In other words, she's in the lien department?

9 A Yes. She handles liens.

10 Q A clerk or upper management or --

11 A No, she's not in management.

12 Q Just somebody that would receive something in the
13 mail?

14 A Correct.

15 Q Fair enough. Now, would you see the date on the
16 signature?

17 A Yeah, I see it.

18 Q What is it?

19 A It appears to be October 24th of 2011.

20 Q All right. And the address at which it was mailed
21 was 340 East 400 South, Salt Lake City?

22 A Yes, sir.

23 Q All right. Is that the correct address of the bank
24 at least at that time based upon this certified return receipt?

25 A I would agree with that. Yes.

1 Q All right. So as of 10/24/11, the bank was still in
2 that location?

3 A Based upon this, yes, absolutely.

4 Q All right. Do you know if they moved away a month
5 and a half later on December 21st, 2011?

6 A I know we moved in April.

7 Q Of what year?

8 A I'm not certain. It probably would have been 2012 if
9 I had to take a guess.

10 Q Fair enough. So in April of 2012 is your guess when
11 you would have moved. So theoretically, this December 21st,
12 2011, letter would've made it to you?

13 A Which letter was that?

14 Q Or at least it to the bank.

15 A I'm sorry. Which letter was that?

16 Q Exhibit Number 12, the Red Rock letter.

17 A Oh, yes, sir.

18 Q Right?

19 THE COURT: I think that's stipulated, isn't it?

20 MR. CROTEAU: No.

21 MS. NOTO: Yes. Yes, Your Honor.

22 THE COURT: That it was sent --

23 MR. CROTEAU: I agree we sent it. I'm trying to -- I
24 want to make sure he read it and received it at that time is
25 what my questions are.

1 THE COURT: Well, that he personally read it, not the
2 bank.

3 MR. CROTEAU: I want to know if he personally read
4 it.

5 THE COURT: Okay.

6 MR. CROTEAU: And then I'm going to ask the rest of
7 the questions.

8 THE COURT: All right. Did you personally read it?

9 THE WITNESS: No, Your Honor, I did not.

10 THE COURT: Okay.

11 BY MR. CROTEAU:

12 Q Okay. Who told you then the bank relied upon it?

13 MS. NOTO: Objection to form.

14 THE COURT: If you understand it, go ahead.

15 THE WITNESS: I understand the question. I'm not
16 sure. I'm not sure. I've had several conversations about
17 this, and so, you know, I've retraced steps. I've gone back
18 with my pen to try to figure out where things went wrong. I
19 don't recall who told me that.

20 BY MR. CROTEAU:

21 Q Okay. Does Ms. Merryman work for you, sir?

22 A She does not directly work for me.

23 Q Okay. In 2011, December particularly, if a letter
24 like this came into the bank, what would be the protocol for
25 this letter? Do you know where it would go first?

1 A It depends where it got put by the secretaries.
2 Sometimes they come to my in box. Sometimes they would come to
3 the other in box for the lien side, and so it would probably be
4 one of the two if I had to make a hypothetical, and then from
5 there it would get transmitted over to my department.

6 Q Did you at the bank have any personal knowledge that
7 you can confide in us today that in 2011 you understand how
8 Chapter 116 common interest ownership sales occurred in the
9 state of Nevada?

10 MS. NOTO: Objection. Calls for a legal conclusion.

11 THE COURT: Well, he can talk about his lay
12 knowledge. That's okay. Overruled.

13 THE WITNESS: I'm not sure, Your Honor, and
14 Mr. Croteau if I knew at that time. I've heard about the 116 a
15 lot, but I can't tell you what date I learned about that.
16 That's the honest truth.

17 BY MR. CROTEAU:

18 Q All right. Let's look at the letter for a second if
19 you would. It's December 21st of '11. We now know it went
20 to an address where the bank was, in fact, residing at that
21 time; correct? Based on your testimony.

22 A Correct.

23 Q All right. It says, Red Rock Financial Services is
24 sending this notice as a courtesy; right?

25 A It does say that.

1 Q All right. Now, it does reference the homeowners
2 association assessment, but it says, Nevada Revised Statute
3 allow homeowner association to engage in nonjudicial
4 foreclosure process for nonpayment of homeowner association
5 assessments; correct?

6 A It does say that.

7 Q All right. Then it goes on to tell the bank that on
8 behalf of the above-mentioned association, Red Rock Financial
9 Services has recorded the lien for delinquent assessment, and
10 it puts the date 8/23 of '11; right?

11 A Correct.

12 Q And I've shown you that document. You said you
13 hadn't seen it, but you've seen the document?

14 A Yeah, you showed me.

15 Q Okay. And the notice of default and election to sell
16 pursuant to delinquent assessments on 10/14 of '11; right?

17 A It does say that.

18 Q And you've acknowledged receipt of the notice of
19 default and election to sell; correct?

20 A I'm sorry. Could you just show me which document it
21 was. I'm not trying to make things difficult. I just don't
22 want -- there's so many documents going back and forth. I want
23 to make sure I know which one you're talking about.

24 Q All right. That's fair.

25 A Because I believe earlier I said the notice of

1 default that I had seen that, but I'd really only seen the
2 notice of sale.

3 Q Right.

4 MS. NOTO: Your Honor, I also believe that's a
5 stipulated fact, that the notice of default was signed for by
6 the Celtic Bank.

7 MR. CROTEAU: Right.

8 MS. NOTO: So if we want to shortcut it as a
9 stipulated fact.

10 THE COURT: I think it is.

11 MR. CROTEAU: It is, and just for edification of the
12 witness, just so he's comfortable.

13 BY MR. CROTEAU:

14 Q If you'll look at Exhibit 53.

15 A Sure, sir.

16 Q And let's begin with GBC 53. When you get there,
17 give me a shout out.

18 A I'm there, sir.

19 Q Okay. This is the Celtic Bank Corporation address,
20 care of Roberta Merryman. Now, Roberta Merryman is this woman
21 we just discussed; right?

22 A Correct.

23 Q Okay. And it's 340 East 400 South, Salt Lake City,
24 and it was mailed on -- and you can see receipt for certified
25 mail -- mailed on 10/20 of '11. Do you see that?

1 A Uh-huh.

2 Q Is that yes?

3 THE COURT: Is that yes?

4 THE WITNESS: Yes. Excuse me.

5 THE COURT: That's all right.

6 BY MR. CROTEAU:

7 Q Thank you. All right. And then they mailed one --
8 if you go to page 54, you'll see they also mailed one to Silver
9 State Bank as well. Do you see that?

10 A Exhibit 54 you said?

11 Q No. No. No. Same document you were in, just
12 page 54.

13 THE WITNESS: Oh, excuse me. It's just --

14 THE COURT: I thought you said Exhibit 54.

15 MR. CROTEAU: And my apologies. I didn't mean that.

16 THE WITNESS: So GBC000054.

17 MR. CROTEAU: Yes, sir.

18 THE WITNESS: I see that, yes.

19 BY MR. CROTEAU:

20 Q Okay. Did you have any dealings with Silver State
21 Bank after this loan was acquired by and through its receiver?

22 A I don't recall any dealings with Silver State Bank at
23 all.

24 Q And then if you would go down a little deeper, we can
25 get rid of all of the other notices and go to GBC 59, same

1 exhibit. And you see there recorded notice of deed and
2 elections -- election to sell pursuant to lien for delinquent
3 assessment, recorded on 10/14 of '11, yes?

4 A Yes, sir.

5 Q Okay. And then if we tie that back to Exhibit 43,
6 page Red Rock 346.

7 A Okay.

8 Q That's the certified mail for the notice of
9 delinquent -- for the notice of default and election to sell;
10 correct?

11 THE COURT: I thought -- before he -- well, before he
12 answers, I thought a lot of these facts are already being
13 stipulated. There is a stipulation that these notices were
14 mailed to the bank.

15 MR. CROTEAU: I'm just pointing out they were
16 actually received in this branch. There is an issue in this
17 case, Your Honor, and it's an issue that's been raised, and I'm
18 not sure, maybe the Court doesn't appreciate it, but they're
19 making the argument that they moved. Therefore they didn't get
20 some notices. I'm trying to establish when they, in fact, were
21 there, did, in fact, get the notice of default, did, in fact,
22 get other notices.

23 THE COURT: Can't we argue that in closing because
24 all of these exhibits have been admitted?

25 MR. CROTEAU: Absolutely. All I'm trying to do is

1 lay the foundation with this witness as to what they did, what
2 they -- my next line of questioning for the Court's projection,
3 if you will, is what did they do to change their address, and
4 how did they notice --

5 THE COURT: Well ask him that question because, I
6 mean, I guess, Mr. Croteau, we're going through a lot of
7 foundational stuff of things that's already been established
8 because the parties have stipulated to the admission of these
9 exhibits, and also there is a statement of stipulated facts.

10 MR. CROTEAU: The other point I was going to make,
11 Your Honor, and I'm heading there as well, is the payment of
12 the tax lien they rely upon heavily as supporting their claim
13 for ownership when, in fact, they were clearly aware that they
14 didn't own the property at that time based upon all these
15 records. That's where I was headed.

16 THE COURT: Okay.

17 MR. CROTEAU: And I'm going to ask him why.

18 THE COURT: Well, we can get into that, but it's just
19 I'm just saying were doing a lot of foundational spinning and a
20 lot of time.

21 MR. CROTEAU: I'll move it along, Your Honor. It was
22 just a predicate I was trying to set up. That's all.

23 THE COURT: Okay.

24 BY MR. CROTEAU:

25 Q All right. All right, sir. So did anybody at the

1 bank, pursuant to Exhibit 12, Red Rock 312, that you know of do
2 anything as a result of this letter?

3 A I don't have any knowledge if they did or did not.

4 Q Fair enough. All right. Now, it tells you in this
5 letter in the second paragraph,

6 According to Nevada Revised Statute, the
7 notice of default and election to sell must
8 be recorded on the property for 90 days, and
9 notice must be sent to all parties listed on
10 the trust deed sale guarantee by a certified
11 mail and for the association can exercise its
12 rights of notice of default and election to
13 sell.

14 Now, do you understand what that means?

15 A Yeah. It was pretty plain English. Yeah.

16 Q Okay. The next paragraph says,

17 Currently, Red Rock Financial Services
18 is approximately 60 days into the mandatory
19 90-day-waiting period. Please consider this
20 as your final notice before the association
21 exercises its right to continue with the
22 nonjudicial foreclosure process by recording
23 the notice of sale.

24 Right?

25 A Yeah.

1 Q All right. The second -- the fourth paragraph, which
2 you read into the record earlier today, it says, The
3 association's lien for delinquent assessment is junior only to
4 the senior mortgage holder, right, and that's what you said the
5 bank absolutely relied upon; correct?

6 A I think I'd be careful with that, saying that I said,
7 "absolutely relied upon." Like I've said, we've relied upon
8 several sources of information along the way to tell us that,
9 but, yeah, that was one of the things that told us that.

10 Q All right. How does the next sentence affect that
11 thinking? It says, The lien may affect your position?

12 A May or may not.

13 Q Well, again and I apologize, but you were very
14 adamant earlier. You said that we assumed based on reading
15 this that we were not in jeopardy; correct?

16 A It was one of the things we used to make our
17 assessment that our lien was still in place. We had no reason
18 to believe that we didn't have a first lien position.

19 Q I'm respectful of that, but when I read the next
20 sentence, it particularly tells the bank in no uncertain terms,
21 the lien may affect your position?

22 A It does say that, but it also says right above that
23 it's subject to the first lien holder, the mortgagee, and so --

24 Q Are you aware that in the state of Nevada under the
25 previous version of Chapter 116 that this property was

1 foreclosed upon, that in order to preserve your position, you
2 had to pay nine months of assessments?

3 A I'm not aware of that.

4 Q Okay. In light of that, is it possible then that you
5 would understand where it says, The lien may affect your
6 position?

7 A What you're asking me, if I understood which part? I
8 mean, I understand what those words mean. I'm not trying to
9 dodge this. It's just I don't understand what you're
10 specifically asking me on this.

11 Q Okay. The first sentence I can read clearly as well.
12 What I'm saying is the second sentence seems to take away from
13 the first sentence, does it not?

14 A I don't feel that way.

15 THE COURT: Again, it seems like all of this is good
16 argument for closing.

17 BY MR. CROTEAU:

18 Q All right. Now, let's go back to Exhibit 9. Much
19 was discussed about the difference, if you will, in the
20 instrument number of the recording of the CC&Rs. You've
21 testified extensively to it today.

22 A Yeah. We've talked about that. Yes.

23 Q All right. Do you know based upon either your review
24 of the records or your personal knowledge if the bank ever even
25 sought to get a copy of the CC&Rs?

1 A I don't have any knowledge of that. We're working
2 over a lot of years here though, and there could have been
3 something that came about --

4 Q I started my questioning of you asking you if there
5 was CC&Rs in the file, and you said you didn't think so or you
6 didn't know. You didn't see them.

7 A I said I didn't recall.

8 Q Okay. If they had got a copy of them recently or at
9 some point, would they be in the file?

10 MS. NOTO: Objection. Asked and answered.

11 THE COURT: Go ahead and answer it again.

12 THE WITNESS: I believe that it would be in the file,
13 yes.

14 THE COURT: But you didn't see it when you --

15 THE WITNESS: I don't recall seeing it, Your Honor.

16 THE COURT: Okay.

17 BY MR. CROTEAU:

18 Q All right. How does the bank track their property?
19 Do they track it by APN number or by legal description?

20 A We have a tax tracking service that we use. It's
21 called NRTT, National Real Estate Tracking (sic), and they
22 track. I'm not sure to be honest with you. I can find it
23 either by address or parcel number when I pull it up on their
24 system. I'm not the one that gives them the documents. So I'm
25 not sure what they used specifically, but I would think the

1 parcel number and the legal description are part of it, but I'm
2 not sure.

3 Q All right. And when we talk about parcel number and
4 legal description, we're not talking about -- when you're
5 talking about legal description, you're talking about metes and
6 bounds. That's what I'm referring to, fair enough?

7 A Okay. Fair enough. I understand what that means.

8 Q Okay. Do you consider street address to be
9 equivalent to metes and bounds?

10 A No.

11 Q All right. So you track it by street address and by
12 APN?

13 A Again, I'm not sure exactly what they use, and that's
14 the truth. I don't want to testify one way or another when I
15 don't know what that company uses to track it. That's not
16 something I do in my department.

17 Q Fair enough. You testified earlier when we were
18 comparing the various notices that it appeared that there was a
19 1 missing from the recording page?

20 A Yes, I remember.

21 Q Right. Okay. So it's basically somebody made a
22 clerical error?

23 A I can't say either way. I just know there's a 1
24 missing.

25 Q All right. All right. We talked about the

1 correction in the bank's deed of trust, remember, and I want to
2 discuss that with you for a minute, and I brought it up earlier
3 particularly to go over. You said that one of the things that
4 was changed as a result of that was to correct the legal
5 description; correct?

6 A Which exhibit is that one?

7 Q 5, please.

8 A 5, okay. Thank you.

9 Okay. I see this document.

10 Q Okay. Now, if you'll look at Bates Number CB 38 in
11 Exhibit 5, and I'm going back to the 2005 deed of trust.

12 A Yes, sir, I have that.

13 Q Okay. There appears to be three parcel numbers
14 there; right, assessor's parcel numbers?

15 THE COURT: You're talking about the upper left-hand
16 side?

17 MR. CROTEAU: I apologize. Yes, I am.

18 THE COURT: Okay. On the first page. Do you see
19 that?

20 THE WITNESS: I see two parcel numbers.

21 BY MR. CROTEAU:

22 Q Well, and that's because of the copy of the document.
23 Let's look at CB 39. That might help us.

24 A I see three parcel numbers there.

25 Q Okay. It says real property, or its address, as

1 commonly known as, and it gives us the -- the real property,
2 assessor's parcel numbers; right?

3 A Correct.

4 Q All right. If you'll look at the rerecorded CB 18 --
5 don't lose your finger where you're at -- you're going to
6 compare CB 39 with CB 18; okay?

7 A Yes, sir.

8 THE COURT: Is it 39 or 38?

9 MR. CROTEAU: I have 39, Your Honor.

10 THE COURT: Oh, this is weird. I've got two parcel
11 numbers on page 38. On page 19, they've got three --

12 MR. CROTEAU: Actually it's [unintelligible], Your
13 Honor.

14 THE COURT: Pardon me?

15 MR. CROTEAU: 38, for whatever reason, there's a
16 whited out area there. So I went to the description where it's
17 written in the document, which is at 39.

18 THE COURT: Okay. Well, it looks like there's three
19 of them on page 19, Bates 19 --

20 MR. CROTEAU: There is.

21 THE COURT: -- of Exhibit 52. All right.

22 MR. CROTEAU: There is.

23 BY MR. CROTEAU:

24 Q And we're going to compare CB 39 with CB 19. So if
25 you'll look for a moment, I think you can confirm that the

1 three parcel numbers that are in the original deed of trust are
2 the same three parcel numbers that are in the corrected legal
3 description deed of trust.

4 A Yes, sir.

5 Q Okay. Do you know specifically what the change was
6 in the corrected legal description?

7 A Off the top of my head I don't. I know I went into
8 it at one point. I had somebody review these documents for me
9 and give me a synopsis. So I recall hearing what it was, but
10 off the top of my head, I don't have what was changed within
11 the legal description.

12 Q Okay. I see a hand notation on page 20 as compared
13 to page 39.

14 A Yes, I see that as well.

15 Q And it appears that the word "East" was added after
16 the last mete and bound latitude, where it says, Thence North
17 0 degrees 58 and 42 and just east?

18 A I see that, sir. Yeah.

19 Q Okay. Other than that, I didn't see any differences.
20 Is there anything else that comes to mind?

21 A Nothing comes to mind, sir.

22 Q All right. Thank you. Let's go to Exhibit 1 if we
23 could.

24 A Excuse me. Which one?

25 Q 1, please. Thank you. Now, as we have already

1 discussed, these were CC&Rs that were put in place in 1989;
2 right? Up top on the right.

3 A Yeah, that appears to be true.

4 Q Recorded in '89. And they're also dated September
5 6th of '89; right?

6 A I believe it's September 11th, is it not -- oh --

7 Q I see 6th.

8 A Excuse me. The main document has 6th, the number up
9 top. It makes it look like it's nine.

10 Q Yeah. Recorded a little later. So counsel asked you
11 if these were documents that incorporated Chapter 116, and you
12 said, no, remember?

13 A Correct.

14 Q Well, if I told you 116 was enacted in 1991, do you
15 think it wouldn't apply? Meaning the bank.

16 MS. NOTO: Object to the form, Your Honor, it calls
17 for a legal conclusion.

18 THE COURT: Why don't you rephrase.

19 MR. CROTEAU: I'll rephrase.

20 THE COURT: And by the way, the date was December
21 31st, 1991, was when it was enacted.

22 MR. CROTEAU: Oh, thanks.

23 THE COURT: So the last day of '91.

24 MR. CROTEAU: Yeah. Did I say -- I thought I said
25 '91, didn't I?

1 THE COURT: You just said '91.

2 MR. CROTEAU: Oh, I'm sorry. Thanks.

3 BY MR. CROTEAU:

4 Q Okay. All right. Sir, these were created September
5 6th in 1989. We've already gone through that; right?

6 A Yes.

7 Q And then upon questioning, counsel asked you is there
8 any mention here of 116 because the CC&Rs do not reference
9 Chapter 116; right?

10 A Correct.

11 Q And you said that. And I asked you, Did you know
12 that 116 wasn't even adopted until December 31st of 1991?

13 A Correct. You asked me that.

14 Q All right. And you didn't know that either way,
15 right, or did you?

16 A Off the top of my head, I don't have all these dates
17 like Her Honor --

18 Q That's okay. That's okay. So is it the bank's
19 position that because the law became enacted after the CC&Rs
20 were filed that it doesn't apply to the CC&Rs in this case?

21 A Truthfully I don't think I'm here to make that
22 assumption. I hire legal counsel because I'm not the expert in
23 every single arena. We hire several people throughout the bank
24 that do their job. I'm not paid to be the expert at
25 everything.

1 Q Okay. That's fair. Counsel had you go and read
2 Section 809. That's CB 419 of the same exhibit, Exhibit 1.
3 Are you there?

4 A I am, sir.

5 Q Okay. Do you have any recollection or understanding
6 as to what Nevada Revised Statute 278A.170 is?

7 A I would seek out my legal counsel if I had questions
8 about it.

9 Q No, I'm just asking if you know.

10 A That's what I'm saying. I know the gist of what 116
11 is, but I couldn't quote statutes for you and things like that.
12 I mean, I'm not an exact expert. That's why I hire counsel.

13 Q All right. It says,

14 All assessments, including interest and
15 other amounts due with respect to unpaid
16 assessments, shall constitute and shall be
17 secured by a separately valid and existing
18 lien on the portions of the premises to which
19 they relate and upon all improvements at any
20 time erected or constructed thereon.

21 In the layman's terms, what do you understand that to
22 mean?

23 A In my opinion?

24 Q Yes, sir.

25 A In my opinion, that means that assessments could

1 potentially remain. It doesn't establish position for me
2 though.

3 Q Well, if it says that the attached shall be secured
4 by, you understand what secured by; you're a banker.

5 A Correct. I understand what the word secured means.

6 Q Okay. So when it says secured in a legal document,
7 do you think that that actually means that it stands for
8 collateral?

9 A It could be attached to collateral, yes.

10 Q Okay. Let's take a look at 1103, which you'll find
11 on page 421, CB 421.

12 A Yes, sir.

13 Q All right. And this says a protection of
14 encumbrances. Now, in the common vernacular, do you know what
15 a mortgage protection clause is?

16 A Sure. Yes.

17 Q What's that in your understanding?

18 A Mortgage protection, many times there are, in
19 different states for example, there is the ability for the
20 mortgagee to have some sort of protection placed upon them in
21 the event of foreclosure.

22 Q All right. And are you aware that Chapter 116
23 provides that mortgage protection clauses are against public
24 policy if they go against Chapter 116?

25 MS. NOTO: Object to the form. It calls for a legal

1 conclusion and is not incorporated in this document.

2 THE COURT: Sustained.

3 BY MR. CROTEAU:

4 Q Okay. Have you read these CC&Rs at any time prior to
5 your trial preparation?

6 A Not to the best of my recollection. Again, I just
7 need to reiterate that I handle many, many files as they come
8 in and out, and as issues arise, I read things. So I very
9 possibly could have, but I'm not certain.

10 Q All right. Fair enough. Let's go to Exhibit 14 for
11 a minute. No, I'm sorry, not 14. My apologies. No, 14. 14.
12 Yes, 14, please.

13 A Yes, sir.

14 Q All right. Now, have you seen this document before,
15 sir?

16 A Yes, I have.

17 Q All right. Now, this is the office of the treasurer,
18 tax receivable Clark County. It's a treasurer certificate for
19 holding delinquent real property parcel; right? And this is
20 essentially what was owed?

21 A Correct.

22 Q All right. Now, the bank had been served by
23 stipulated fact with the notice of default and intent to sell,
24 also the notice of sale which put the sale date of the property
25 at 3/21/14, correct, based upon the CC&R sale under 116?

1 A Sounds correct.

2 MS. NOTO: Object to the form, Your Honor. Calls for
3 a legal conclusion. Assumes facts not in evidence.

4 THE COURT: I'll let him answer if he understands.

5 THE WITNESS: Can you please restate the question.
6 I'm sorry.

7 MR. CROTEAU: Sure.

8 BY MR. CROTEAU:

9 Q I thought we established that the foreclosure sale
10 conducted pursuant to 116 was dated 3/21 of '14, fair?

11 MS. NOTO: Object to the form, Your Honor. It calls
12 for a legal conclusion. We have not agreed that the sale was
13 conducted pursuant to 116. In fact, that's the opposite of our
14 conclusion.

15 THE COURT: Well, I guess, you know something,
16 actually, I'd like to have a chat with the lawyers outside of
17 your presence, sir. Would you go ahead and step down.

18 THE WITNESS: Yes, ma'am -- Your Honor.

19 THE COURT: And go on outside, and we'll resume as
20 soon as I --

21 THE WITNESS: Of course.

22 THE COURT: I want to have a chat with --

23 MR. CROTEAU: At the bench, Your Honor, or --

24 MS. SCHMITT: Your Honor, would we be having the
25 defendant step out as well?

1 THE COURT: Well, he's a party.

2 MS. NOTO: Well, the bank is a party as well, Your
3 Honor. He's the bank representative.

4 THE COURT: Oh, he is a party, isn't he?

5 MS. NOTO: Yeah.

6 MS. SCHMITT: Yes.

7 THE COURT: Well, he can go ahead. I am so sorry. I
8 was thinking of you just as a witness.

9 MS. NOTO: That's all right.

10 THE COURT: Sir, why don't you go ahead and have a
11 seat.

12 Counsel, when I was going through -- I mean, I'm
13 listening to what you have to say. I'm going through the
14 CC&Rs, and I'll be honest with you. This is the first time
15 I've seen a situation where someone or a party was using CC&Rs,
16 meaning the NRS Chapter 116, to apply to anything other than a
17 homeowners-type of association.

18 MR. CROTEAU: There's no distinction in the statute
19 whatsoever.

20 THE COURT: I'm just looking. Is there a
21 distinction?

22 MS. NOTO: Your Honor, this --

23 MR. CROTEAU: It's common interest ownership.

24 MS. NOTO: This particular issue has been briefed,
25 and there is a case that I would point Your Honor to. It's *LNV*

1 *versus Saticoy Bay* where it was our office actually that
2 handled it, and, in fact, the argument was made that it was a
3 commercial property, and 116 can't apply. In that particular
4 case, NRS 116 had been incorporated into the CC&Rs that they
5 foreclosed upon; right? So all the notices referenced the
6 CC&Rs that incorporated NRS 116. The Nevada Supreme Court
7 ruled that because the CC&Rs incorporated NRS 116 that the
8 protections applied, and so I would love to be able to say,
9 Your Honor, that there was nothing out there that said it can't
10 apply to commercial properties, but there is that case out
11 there.

12 What I will tell you, Your Honor, is that the sale
13 that happened in this case and all of the notices from 1994
14 amendment, which amended the 1989 CC&Rs do not and cannot
15 incorporate NRS 116. So that case is distinguishable because
16 the only reason why the Court found that it could apply to a
17 commercial property in that case was because the CC&Rs in that
18 case incorporated 116, and so I would refer the Court to *LMV*
19 *versus Saticoy Bay* for some clarification.

20 THE COURT: It was probably in your brief, but I have
21 not had an opportunity to read.

22 MS. NOTO: It certainly -- we probably didn't include
23 it because in our mind it wasn't an issue. We knew that there
24 was a potential that it could apply to commercial properties,
25 but our position is that SFR, its progeny and NRS 116 doesn't

1 even come into play because the association foreclosed pursuant
2 to the 1989 CC&Rs, which do not incorporate and cannot
3 incorporate NRS 116. That's our legal position, Your Honor.

4 THE COURT: Okay. I understand.

5 MR. CROTEAU: And let me give you the other side of
6 that.

7 THE COURT: Mr. Croteau.

8 MR. CROTEAU: Sure. In 2004, there was a certificate
9 of amendment to the CC&Rs that specifically incorporates 116,
10 and I'm trying to find it for the Court.

11 MS. NOTO: I'm sorry. I didn't know -- I missed
12 that.

13 MR. CROTEAU: Do you have the amendment to -- where's
14 the amendment?

15 MS. NOTO: Yes. It's exhibit -- it's Exhibit 2.

16 MR. CROTEAU: Two. Thanks.

17 MS. NOTO: I'd be interested to hear how it
18 incorporates 116.

19 THE COURT: Sir, you can't do that.

20 MR. SCHMIDT: Oh, I'm sorry. I'm so sorry. So
21 sorry.

22 THE COURT: Okay. Yeah, you can't do that.

23 MR. SCHMIDT: I apologize. And the sunglasses, by
24 the way, are your suggestion about the bifocals. So I'm not
25 just wearing sunglasses in the court.

1 MR. CROTEAU: I thought there was a 2004 rerecording.

2 MS. SCHMITT: I'm sorry, Roger. That's 3, stipulated
3 Exhibit 3.

4 MR. CROTEAU: Thank you. I appreciate it.

5 And this is an amended rerecord, and if the Court
6 looks at recitals, Subsection D of that, page CB 356, it says,
7 I'll quote, The real property shall not be subject to the
8 provisions of the Uniform Commercial Ownership Act codified in
9 Chapter 116 except to the extent permitted under NRS 278, 170,
10 and that's for collections.

11 MS. NOTO: Your Honor, may I address that, please.
12 The 2004 CC&Rs, there is nothing in this document that says it
13 amends and restates or is a rerecording of the 1989 CC&Rs.
14 There are two separate declarants. The 1989 CC&Rs are the
15 master CC&Rs, and if you look at the document that Mr. Croteau
16 just referenced as a matter of fact, it says in this very
17 document that this document is -- there's a master declaration
18 in Section 1.18, which means the 1989 CC&Rs, and it also states
19 in the general declaration that it says,

20 Declarant declares that all of the
21 project, including the real property, is made
22 subject to this declaration and shall be
23 conveyed, [unintelligible], encumbered,
24 leased, occupied, built upon or otherwise
25 used or improved in whole or in part subject

1 to this declaration and the master
2 declaration.

3 There are two separate sets of CC&Rs, the 1989 master
4 CC&Rs and the 2004 association CC&Rs, two different declarants,
5 two different encumbrances on the property. So one does not
6 amend the other or incorporate or otherwise amend or restate or
7 update the other. There are two separate encumbrances on the
8 property.

9 MR. CROTEAU: And if Your Honor will go to CB 375,
10 Subsection 10.2, enforcement of liens in that section, and I
11 will quote.

12 THE COURT: Hold on. Let me get there.

13 MR. CROTEAU: Take your time.

14 THE COURT: And by the way, I'm also trying to review
15 NRS 278A.170, which is referred to in Exhibit 3. What it says
16 is that.

17 The procedures for enforcing payment of
18 an assessment for the maintenance of common
19 open space provided in NRS 116.3116 to
20 116.31168, inclusive, are also available to
21 any organization for the ownership and
22 maintenance of a common open space
23 established other than under this chapter or
24 Chapter 116 of NRS and entitled to receive
25 payments from owners of property for such

1 maintenance under a recorded declaration of
2 restrictions, deed restriction, restrictive
3 covenant or equitable servitude which
4 provides that any reasonable and ratable
5 assessment thereon for the organization's
6 costs of maintaining the common open space
7 constitutes a lien or encumbrance upon the
8 property.

9 So it does say that.

10 MR. CROTEAU: Right. And if you go to 10.2, it's
11 even clearer. It says, and I'm picking up in the middle of the
12 paragraph:

13 Declarant or the association may bring
14 an action to foreclose the lien upon the
15 offending lot or lots in any manner now or
16 hereafter permitted by Nevada law, including
17 to the extent permitted by applicable law,
18 enforcement of such lien pursuant to a sale
19 conducted in the course of the provisions of
20 Covenants Number 6.7 and 8 of NRS 107.03
21 and/or NRS 116.3116 to NRS 116.31168,
22 inclusive, or any successive laws hereafter
23 in effect notwithstanding anything contained
24 herein to the contrary.

25 And we're going to talk about this in a minute.

1 Counsel brought this up, and she was citing it in her case. So
2 please don't apply it. I don't know why we cited it. It says,

3 No such foreclosure shall occur until
4 the lapse of 60 days following delivery of
5 notice of such pending sale to any mortgagee
6 of such owner, and the failure of such owner
7 or mortgagee to fully cure such violation.
8 If declarant or the association does not
9 elect to create and enforce a lien as
10 aforementioned, it shall nevertheless have
11 all of the rights set forth in Section 10.3
12 below.

13 The point of that is counsel cited it to the Court as
14 evidence that we can't foreclose. We had to give them 60 days,
15 and it wasn't done, but yet she's saying it doesn't apply in
16 her argument now. You cannot have it both ways.

17 THE COURT: Well, I understand. I just wanted to --
18 I just had a very distinct question about whether or not
19 NRS Chapter 116 would apply to a business-condo type of
20 situation, and it certainly is at least for the purposes of
21 assessments and enforcing and all that. So you've answered my
22 question, and I thank you for that. So --

23 MR. CROTEAU: Thank you.

24 MS. NOTO: Thank you, Your Honor, but I must clear up
25 what Mr. Croteau just said, and I want to be very, very clear

1 about this. Had the association foreclosed pursuant to the
2 2004 CC&Rs, we wouldn't be making the same arguments we're
3 making today.

4 I made an alternative argument that if this Court
5 determines that there are not two separate encumbrances on the
6 property and they did somehow mean to foreclose under the 2004
7 CC&Rs, which we don't believe any of the evidence supports,
8 then we would be looking to the 60-day lapse. But I want to be
9 very clear. We do not believe that the -- that the association
10 foreclosed pursuant to the 2004 CC&Rs that incorporate
11 undisputedly in some provisions 116.

12 THE COURT: Okay. I understand your position.

13 MS. NOTO: Okay. Very good. Thank you.

14 THE COURT: Okay. Why don't we go ahead and put the
15 witness back on the stand.

16 Okay. And, sir, I apologize. I was thinking of you
17 as just the witness, not a party. So, anyway, and I just want
18 to remind you again you've been sworn.

19 Okay. Let's go ahead and continue.

20 MR. CROTEAU: Thank you.

21 BY MR. CROTEAU:

22 Q Since we happen to be on Exhibit 3, would you look at
23 Exhibit 3, page 356, and we'll go back to our tax lien thing in
24 a second, but --

25 A Yes, sir.

1 Q And I probably misspoke. I need to have you at some
2 other page. Hang on.

3 375 of Exhibit 3.

4 A Yes, sir.

5 Q Okay. And counsel had you read the last line
6 beginning, Notwithstanding anything contained herein. Remember
7 that?

8 A I believe I remember that. We've read a lot of
9 things today, but I think yes, we did read that.

10 Q All right. That's fine. and what it says is,
11 Notwithstanding anything contained and
12 to the contrary, no such foreclosure sale
13 shall occur until the lapse of 60 days
14 following delivery of notice of such pending
15 sale to any mortgagee of such owner.

16 Right? You're the mortgagee. It's the bank; right?

17 A Correct.

18 Q You'd understand that to be that. And we know for a
19 fact, based upon what we've discussed now, that you received
20 the notice of default and election to sell; correct?

21 A I can't recall. I'd have to look at the documents to
22 be --

23 Q Well, let me try and jog your memory so that I can --

24 A -- did we have a --

25 THE COURT: Okay. Well, Mr. Croteau was interrupting

1 you. So go ahead. Continue.

2 THE WITNESS: I just wanted to say that there was one
3 document that was signed for. There was one document that I
4 don't ever think we ever got, and I believe the notice of sale
5 is the one that we got, and I believe the notice of default is
6 the one we didn't get, but --

7 MR. CROTEAU: Okay. Then let's do it again.

8 THE WITNESS: I apologize. It's just there's a lot
9 of documents. I'm trying to make sure that I'm --

10 MR. CROTEAU: Let's go to page 43.

11 THE WITNESS: -- saying the right thing.

12 BY MR. CROTEAU:

13 Q I mean Exhibit 43, please.

14 MS. NOTO: Your Honor, and again we'll stipulate that
15 in the facts, and I know the witness is confused, the
16 stipulation is is that the bank received the notice of default
17 and signed for it. The stipulation is that the notice of sale
18 was sent, but was not signed for by Celtic Bank. That's in the
19 stipulated facts.

20 THE COURT: Okay.

21 MR. CROTEAU: Okay. Yeah. I'm good with that.

22 BY MR. CROTEAU:

23 Q So given that premise, sir, you know you have at
24 least 90 days with a notice of default, right, before they
25 sell?

1 A Yes.

2 Q And then there's another 20 days for the notice of
3 sale notice?

4 A It's typically 120 days total.

5 Q Okay. So that's more than 60; right?

6 A One 120 is more than 60, yes.

7 Q And would you consider getting a notice of default
8 and election to sell served by certified mail to be sufficient
9 notice to you that there is a pending sale on the property?

10 A Yeah. I believe that there is notice when somebody
11 sends you that and you sign for it.

12 Q Okay. Thank you. All right. Let's go to
13 Exhibit 14.

14 A 14 did you say, sir?

15 Q Yeah. That's where we were at before we left off.

16 A No problem.

17 Q And part of the stipulated facts is the property was,
18 in fact, foreclosed upon on 3/21 of 2014, okay?

19 A [No audible response.]

20 Q All right. So with that premise, it appears that the
21 bank, in fact, paid the taxes --

22 Because that's your statement, right, your testimony,
23 and we don't disagree with it.

24 A Correct. We paid the taxes.

25 Q Paid the taxes. And you paid the taxes after the

1 sale of the property pursuant to the 116 sale; correct?

2 A You keep asking about a 116 sale, and I -- I just
3 don't want to agree to that because we're not agreeing that
4 that occurred.

5 Q All right. Well, how about it happened 20 days after
6 the notice of sale that you received notice of that you got in
7 your files that said it was going to be foreclosed upon on
8 3/21 of '14?

9 A Okay. That sounds correct.

10 Q All right. So my question to the bank, to you --

11 A Yes, sir.

12 Q Did you personally make the decision to pay the
13 taxes?

14 A Yes, I did.

15 Q Okay. Good. My question to you is why would you pay
16 the taxes on a property that's deeded to somebody else?

17 MS. NOTO: Object to the form. Misstates evidence in
18 this case. It was never deeded to anybody else.

19 THE COURT: Would you rephrase the question.

20 MR. CROTEAU: Yes, I will, Your Honor, and I probably
21 need a document to help me.

22 BY MR. CROTEAU:

23 Q Sir, why don't you take a look at Exhibit 17.

24 A Yes, sir, I'm there.

25 Q Okay. This is a foreclosure deed. Do you see that?

1 A I do see that this says foreclosure deed.

2 Q Do you see the date of the recording of that
3 foreclosure deed?

4 A I do.

5 Q Okay. And this says -- and if you disagree with me,
6 please tell me -- that Red Rock Financial Services is appointed
7 by Gibson -- is appointed by Gibson Business Center Property
8 Owner's Association, foreclosed on the particular property on
9 8/23 -- I'm sorry.

10 Agent states that the conveyance made -- and it was
11 an association public auction on 3/21 of '14. Do you see on
12 the bottom there? And for a bid amount of \$30,000. Do you see
13 that?

14 A I'm a little lost, but I do see at the bottom there's
15 \$30,000 there.

16 Q Okay. And if you move your finger up to the next
17 numbers, it says, Association at public sale indicated the
18 notice of sale was 3/21 of '14?

19 A Correct. I see that.

20 Q Okay. And do you declare that you never got a copy
21 of that document?

22 A I'm sorry. I'm lost as to where we're going. I'm
23 not trying to Dodge any questions. Whatever we stipulated to,
24 I reviewed at that time, and I signed the declarations as I had
25 them. So could you tell me which one was in the declaration.

1 Q I'm trying to -- I'm going to project to you. I'm
2 trying to have you answer the question regarding after this
3 sale date, that you refuse to acknowledge because you're not
4 agreeing 116 controlled. I get that. After this sale date,
5 okay, of 3/21/14, here's a foreclosure deed to show you that
6 it's in somebody else's name; right?

7 A I see this is a foreclosure deed, yes.

8 Q Okay. Do you understand that a foreclosure deed, not
9 giving any argument or benefit to your 116 claims, transfers
10 ownership to the person who buys at the foreclosure sale?

11 MS. NOTO: Object to the form. Misstates evidence in
12 this case. There was -- the foreclosure deed was not properly
13 recorded pursuant to Exhibit 18.

14 MR. CROTEAU: Okay. Is that right? That's
15 incorrect, but I'll deal with that. That's a legal argument.
16 I will get there.

17 THE COURT: Okay. I'm going to overrule.

18 Go ahead and answer the question if you can.

19 BY MR. CROTEAU:

20 Q Sir, was the bank aware of the foreclosure deed in
21 this particular case?

22 A It appears that we were, but just because we were
23 aware of a foreclosure deed does not mean that we were aware
24 that somebody has a senior priority to us. You can foreclose
25 an inferior lien position.

1 Q Fair enough. So what did you do to verify that you
2 had -- still had a valid lien after you got this foreclosure
3 deed? Anything?

4 A We have hired legal counsel all along, and so we
5 hired legal counsel to brief this information for us, talk to
6 the title company. You're asking me to go back to things that
7 I did specifically, and I don't believe I'm prepared today to
8 say one way or another what I did or didn't do specifically at
9 that time.

10 Q Okay. Okay. Fair enough.

11 A So I apologize.

12 Q No, it's okay. Your testimony so far is as of April
13 30th of 2015, you did nothing, and you hired somebody after
14 April 30th of 2015, when you got a letter from my office. Is
15 that not your testimony?

16 A I don't believe I ever said I did nothing. I said I
17 don't recall what had occurred at those times because you're
18 asking me to go back and say what I did.

19 Q Okay. When the bank paid the taxes that you
20 authorize to get paid --

21 A Yes, sir, I authorized to get the taxes paid.

22 Q All right. Did you have retained counsel on this
23 file at that time? I don't want to know about the
24 conversations, but did you retain counsel at that time, before
25 that?

1 A I believe I had.

2 Q Okay. So how did it become a shock to you on April
3 30th of 2015, that you didn't have a first priority position?

4 MS. NOTO: Objection. Misstates the evidence in this
5 case.

6 THE COURT: I'm going to overrule.

7 Go ahead.

8 THE WITNESS: I don't think that I've ever said that
9 there was too big of a --

10 What was your question? Excuse me. I want to make
11 sure I answer that right. I've been up here a long time today.

12 MR. CROTEAU: I apologize.

13 THE WITNESS: No. I'm sorry I'm not answering or on
14 top of my toes right now.

15 BY MR. CROTEAU:

16 Q If you had already hired legal counsel before you
17 paid the taxes and you didn't pay the taxes --

18 Well, approximately December of 2013 you paid them;
19 right?

20 THE COURT: Is that right?

21 THE WITNESS: That's right. Yes. Excuse me, Your
22 Honor.

23 BY MR. CROTEAU:

24 Q So you paid those taxes. Then that would be when the
25 borrower still owned the property; right?

1 A I believe so. At some point in time, I can't recall
2 when, but at some point in time I received a letter from
3 borrower's counsel advising that we should foreclose upon the
4 property to collect interest, and I believe it was after that
5 time.

6 Q No, I -- I'm making a mistake. I'm misleading you,
7 and I apologize. I got the dates wrong. It's 3/21 of '11, I
8 guess; right?

9 Hang on. Hang on. We'll get it straight.

10 THE COURT: Did you say 321 of Exhibit 11?

11 MR. CROTEAU: No, Your Honor.

12 THE COURT: Okay. I misunderstood.

13 MR. CROTEAU: No, Your Honor. You're fine. I'm
14 not -- I'm sorry. Hang on one second.

15 Yeah, I apologize. Fourteen. So it was 3/21 of '14.

16 THE COURT: Okay.

17 MR. CROTEAU: [Unintelligible] that was our sale
18 date.

19 BY MR. CROTEAU:

20 Q So when you paid the taxes that we've been talking
21 about, in question, all right, when this document was recorded,
22 right, Exhibit 14, it was recorded on 12/26 of '13; right?

23 A 12/26, yes, sir.

24 Q Of '13?

25 A Yes, sir.

1 Q Okay. So this document really has no bearing because
2 this is before my client bought the property; right?

3 A It was before it was recorded. That's what it looks
4 like to me.

5 Q There was an assessment on the property before my
6 client bought the property; right?

7 A That sounds correct. I hope you understand I'm
8 trying my best here. It's just --

9 Q You're doing fine, absolutely fine. No worries.
10 Go to Exhibit 19.

11 A Yes, sir.

12 Q The bank is sending letters to Gibson Road LLC to pay
13 on the past due taxes; correct?

14 A Correct.

15 Q Three months or two and a half months after the
16 foreclosure sale in the 116 sale? And we went through that;
17 right? June 9th, August 6th and February 6th of 2015.

18 A You did say 116, but, yes, we did talk about those
19 items. I'm not suggesting that it was a 116 sale though.

20 Q Whatever. All right.

21 A Am I bothering --

22 Q No. No. No. No. I appreciate you arguing with me,
23 and --

24 A I'm not arguing.

25 Q -- I'm trying to just put it back on track.

1 So with regard to the sale that was recorded in title
2 within the chain of title where the chain of title says my
3 client has ownership after 3/21 of '14, all I'm getting at --

4 MS. NOTO: Object to the form. Misstates evidence,
5 Your Honor.

6 THE COURT: Why don't you rephrase the question.

7 MR. CROTEAU: Sure.

8 BY MR. CROTEAU:

9 Q Well, let's just do the facts. We'll keep the facts
10 simple. The bank sent a letter on June 9th of '14, telling
11 them to pay the taxes; correct?

12 A Correct.

13 Q Okay. The bank sent another letter on August 6th
14 of 2014, to pay the taxes, to Gibson Road LLC; correct?

15 A Under Bates stamp 353, yes.

16 Q And on February the 6th of 2015, again the bank
17 demands for the Gibson Road property to pay the taxes?

18 A Correct.

19 Q All right. Go to Exhibit 22.

20 A Yes, sir.

21 Q This says that there was a tax trustee sale filed on
22 6/11 of 2015; correct?

23 A Correct.

24 Q Okay. And it has Parcel Number 17815511042; right?
25 That's right in the middle of the page.

1 A Yep, I see that.

2 Q And did the bank get a copy of this, this tax
3 trustee's deed when it happened, if you know?

4 A I believe we did.

5 Q Okay. And this was recorded after 3/21 of '14;
6 correct?

7 A Correct. Yeah. June 11th is after that.

8 Q Okay. And if we go to Exhibit 23, who is Jeffrey
9 Orgill [phonetic]?

10 A He works for me.

11 Q Okay. And on October 29th of 2015, you sent an
12 email saying, Thanks for taking my call this afternoon. As
13 discussed, Celtic just wired to pay the delinquent taxes?

14 A Yes, sir.

15 Q All right. And I believe that's your testimony so
16 far is that you, in fact, wired the money and paid the taxes
17 for that; right?

18 A Correct.

19 Q All right. Let's look at exhibit -- well, let's
20 continue with this here. Let's take a look at Exhibit 24.

21 A Yes, sir.

22 Q Now, this is dated October 13th of 2015; correct?

23 A Yes, sir.

24 Q And it's written to the trustee, Clark County
25 Treasurer, and it says, Our notice of intent to deed letter was

1 returned from the U.S. Postal Service. A copy of the letter
2 forwarded by surface mail to mailing address provided. And
3 then the attached -- there is no attached, but had you seen
4 this letter before?

5 A I don't recall seeing this one, no.

6 Q All right. Let's go to Exhibit 25. This is your
7 wire information; is that correct?

8 A Yes, sir.

9 Q All right. And then 26. 26 is the trustee's deed of
10 reconveyance?

11 A Treasurer's deed, yeah.

12 Q Yeah. I apologize. Yes.

13 A Yes.

14 Q Okay. And it's intended to reconvey it to Gibson
15 Road LLC, paid by Celtic Bank?

16 A It does say that, yes.

17 Q Okay. Do you know how the treasurer got the
18 information to put it back in Celtic Bank -- Gibson Road LLC's
19 name?

20 A I can't speak for the treasurer.

21 Q Did the bank direct them to put it back in Gibson
22 LLC -- Gibson Road LLC?

23 A No, I don't believe the bank directed them to do
24 that, but I certainly didn't. If you're asking if I did, I did
25 not.

1 THE COURT: Well, you know, I will tell you that was
2 kind of a question in my mind. It may be subject of argument,
3 that if someone pays the taxes, doesn't that take priority over
4 all the liens under NRS 116, and wouldn't the bank actually be
5 number one?

6 MR. CROTEAU: No, absolutely not. No, that --

7 THE COURT: Well, we can talk about that.

8 Do you know anything about that?

9 THE WITNESS: I don't know anything about that. I
10 know that when we pay taxes in most states that we become the
11 first lien holder.

12 THE COURT: Okay.

13 THE WITNESS: But we paid it on behalf of the
14 borrower.

15 THE COURT: Okay. All right. Thank you.

16 MR. CROTEAU: Well, actually that's where I was going
17 to go. So do you want me to flush that out a little bit, Your
18 Honor, or not.

19 THE COURT: It's up to you. I mean --

20 MR. CROTEAU: Yeah.

21 BY MR. CROTEAU:

22 Q As the bank, the foreclosure sale, you didn't buy the
23 deed, did you? You paid it off, paid the taxes and had them
24 revert the deed to what you thought was your borrower?

25 A What we did was satisfy the taxes that were

1 outstanding so that the deed would get released. Yes.

2 Q And did you put a ledger entry into how much the
3 borrower owed you as a result of how much you paid in taxes?

4 A I don't know about this case, but, traditionally,
5 yes, we do. We put a ledger entry in and we say we are owed a
6 certain amount.

7 Q Okay.

8 A Traditionally.

9 Q So it's an advancement under your note where it says
10 that the bank had the ability to satisfy any delinquencies and
11 add it to the outstanding balance?

12 A Correct. The way we use advancement in the banking
13 world though is off that actual note. Well, it's not. It's an
14 expense to the bank. We can then go collect it. So if that's
15 what you mean, yes. Okay.

16 Q All right. My question, I guess, and I want to just
17 hit on this one more time, and I'll stop, but with respect to
18 the payment of the delinquent taxes at that time, were you
19 aware if my client was going to redeem the property?

20 A I don't know what your client was going to do. What
21 I do know is that it was my position that we were in first -- a
22 first lien holder on the property. In order to protect the
23 property, we paid the taxes. That's my -- that's what I knew.
24 That's what I did at the time, and that's how I acted.

25 Q All right. So you did so to preserve your collateral

1 for litigation?

2 A I wouldn't say specifically for litigation. I do
3 this all the time for borrowers wherein I can work something
4 out with them. In this one, it certainly appeared that we were
5 going to lose the property by the taxes, and so I did what I
6 needed to do to protect that.

7 Q Okay. Did you ever reach out to who was titleholder?
8 I know you disagree that there is a titleholder, but to the
9 extent that there was one in the chain of title, being Vegas
10 United Investment Series 105, Inc., when you became aware of
11 them, did you ever reach out to that company?

12 A Me personally?

13 Q You, sir, yeah.

14 A No, I did not personally reach out to them.

15 Q Okay. All right. And just for clarification, do you
16 know if they've ever -- if the trustee -- I'm sorry, the
17 treasurer ever redeeded the property to Gibson Road LLC?

18 A It sure looks like it based upon this.

19 Q What's this, sir?

20 A This last document you had me go to, the treasurer's
21 deed of reconveyance.

22 Q Would you give me an exhibit number.

23 A You had me under 26, Bates stamp 233, Treasurer's
24 deed of reconveyance.

25 Q And it was sent to the bank when recorded?

1 A I'm not sure it was sent to the bank when it was
2 recorded. I don't have recollection of that, but what I do
3 know is that we paid this, and here it says that it was paid by
4 Celtic Bank for Gibson Road LLC.

5 Q Is Celtic Bank address 268 South State Street,
6 Number 300, Salt Lake City, Utah, the address that was after
7 the 340 and 400 address?

8 A That's where we're currently at, yes. It was the
9 only other address we were using.

10 Q So you had the one address where you got the NOD, the
11 notice of default, and then this is the new address; correct?

12 A Correct.

13 Q All right. And I assume you did -- I would assume
14 the bank did a forwarding address to its new location?

15 A Yes.

16 Q All right. And what did the bank do in your
17 understanding of things to update lenders, deeds of trust and
18 so forth with the new address, anything?

19 A I'm not sure we did anything. I don't have any
20 knowledge of it. I don't know one way or another. If I had a
21 document in front of me, I could look at it and tell you if we
22 did, but I'm not sure specific to this one if we did or didn't.

23 Q Okay. Do you have an understanding as to where
24 notices go to mortgagees, if you will, as to where the
25 foreclosing company gets the addresses from?

1 A I'm not sure where they get it, but I would presume
2 they get it off of some -- some website where there's something
3 attached to -- or database where they've attached the address
4 to the owners, the lienholders. I'm not sure.

5 Q Not off the instrument itself? You don't send
6 notices here?

7 A They could.

8 Q Did the bank do anything after its move to put
9 recording offices or any entity on notice of the change of
10 address?

11 A I don't have knowledge one way or another. So I
12 don't know if it happened or not.

13 Q That's fine. Do you have any knowledge that they did
14 a change of address in this particular case while they got the
15 NOD at the right address, notice of default, and then you're
16 alleging you moved after that. Did the bank do anything to put
17 this particular foreclosure on notice that there's an address
18 change, to the best of your knowledge, based upon your record
19 review and based upon the file review?

20 A I'm not trying to be smart here, but I think the
21 thing that I just last said, I don't have any knowledge of --
22 and that would apply to this one as well.

23 Q That's fine.

24 A This particular case.

25 Q That's fine. The notice of sale, which is

1 Exhibit 15, if you'd take a look at that real quick, I'd
2 appreciate it.

3 A Did you say 15, sir?

4 Q I did. Thank you.

5 A Yes.

6 Q Your recollection is you moved in April of '14
7 approximately; right?

8 A Approximately.

9 Q Okay. So if that's the case, then this notice of
10 foreclosure sale recorded on 2/26 of '14 -- I believe that's
11 what it says. It might be 28. I can't see too clearly, but on
12 those dates, was, in fact, pursuant to this affidavit of
13 mailing and Red Rock 071 sent by certified mail to Celtic Bank
14 Corporation at 340 East 400 South? That would have been the
15 bank's correct address at that time?

16 A I don't have the exact date we moved. I don't -- so
17 hypothetically speaking, in that scenario, yeah, that makes
18 sense, but --

19 Q Okay. You said April of '14. I'm not trying to put
20 words in your mouth?

21 A I told you approximately, and I think -- if you want
22 me to get the exact date, I would be happy to do that, but I
23 would need to look it up. I don't -- I don't have that off the
24 top of my head.

25 Q Okay. That's fine. That's fine.

1 Go to Exhibit 47, please, sir.

2 A Yes, sir.

3 Q Exhibit 47 I'll represent to you is a preliminary
4 title report, and it's dated June 13th of 2014. Do you know
5 if the bank procured a preliminary title report on the property
6 that it had access to at any point in time?

7 A Oh, I'm sure we did.

8 Q Okay. All right. I just want to draw your attention
9 to the back. Now, again, the property was foreclosed upon, at
10 least under the 116 sale -- I know arguably -- 3/21 of '14;
11 right? That was our date?

12 A Correct.

13 Q So the bank paid the taxes after the date of this
14 Stewart Title report; correct? This is June of '14.

15 A Correct.

16 Q All right. So in this breakdown --

17 And you know how to read a title report, I'm sure,
18 based on being a banker; right?

19 A Sure.

20 Q Okay. Now, the bank had a financing statement, which
21 is Number 48 on CB 154 to secure the personal property?

22 A One moment, please.

23 Q Sure. Take your time.

24 A Correct. There's a Silver State filing there.

25 Q Yeah. And I assume you would have been the

1 beneficiary to that financial statement?

2 A Yeah. Yes, sir. Successor in interest.

3 Q Yeah. And I would assume that the financing
4 statement is done for personal property and rents and so forth?

5 A Correct.

6 Q All right. And if you'll notice on the next page,
7 frankly, 155, it talks about the assignment of that financing
8 statement to Celtic Bank?

9 A I see that. Yes.

10 Q Okay. And then we have the deed of trust that you're
11 saying was first position, right, for the seven, forty-eight?

12 A Correct.

13 Q And that being assigned to Celtic Bank on November
14 9th of 2009, and then the assignment of rents. You see that;
15 right?

16 A Correct.

17 Q Okay. And then we have the CC&Rs that were
18 rerecorded here at least January 23rd of '06. Do you see
19 that?

20 A I see the CC&Rs. Yes.

21 Q Okay. Has anybody shown us the 2006 CC&Rs here
22 today?

23 A I don't recall.

24 Q I don't either. Okay. And then there's a lien
25 claim, a claim of lien from Red Rock Financial Services; right?

1 You see that, for the money, the, zero, six thousand, four,
2 thirteen, thirty-six?

3 A Which page are you on, sir?

4 Q I apologize. 156.

5 A Correct. I see Red Rock Financial Services.

6 Q Okay. And then 55 is the foreclosure deed, right,
7 executed by Red Rock Financial Services?

8 A Sure. That's what it appears to be, sir.

9 Q All right. And the wording is such that the effect
10 of that certain foreclosure deed executed by Red Rock Financial
11 Services as grantor, the Vegas United Investment Series 105 as
12 grantee, which purports to transfer the fee interest in said
13 land and terminate the interest of the vestee shown in the
14 Schedule A in completion of a foreclosure of an assessment lien
15 shown as Item Number 53, recorded April 17th, 2014, as
16 Document Number 20140417-000-3282 official records. So other
17 than the wording of that by Stewart Title, does that appear to
18 be a foreclosure deed transferring ownership?

19 MS. NOTO: Object to the form. Misstates the
20 evidence and this document itself.

21 THE COURT: You can answer it if you understand it.

22 THE WITNESS: It appears to be, yes, a foreclosure
23 deed.

24 BY MR. CROTEAU:

25 Q All right. Do you know if you obtained a title

1 report before you paid the taxes?

2 A I don't have a recollection of what date we ordered a
3 title report on this one.

4 Q Okay.

5 A I would presume we had one, but I don't know.

6 Q That's fair. Now, if you go to CB 172.

7 A Yes, sir.

8 Q Do you know who James Shapiro is, sir?

9 A I don't recall, but I believe that it was maybe the
10 borrower's attorney. I don't know.

11 Q Okay. Did you ever see this email before, CB 172?

12 A I believe I read it when we were in preparation for
13 the trial.

14 Q All right.

15 A And I believe he does represent Mr. Blackwell, which
16 was the borrower.

17 Q Okay. Take a look at Exhibit 50, and this is August
18 1st of 2014.

19 A Correct.

20 Q And it's a letter to Celtic Bank at your correct
21 address; right?

22 A Correct. Yes.

23 Q And it's dated August 1st of 2014?

24 A It is.

25 Q Okay. And that's substantially before you paid the

1 taxes; correct?

2 A Correct.

3 Q All right. And it says,

4 As you know, and I have discussed in the
5 past, through an unfortunate set of events,
6 the borrower has lost title to the secured
7 property identified above. Upon learning
8 that the property had been lost, the borrower
9 ceased making payments on this loan to Celtic
10 Bank.

11 Now, you'd been noticed at that time at least; right,
12 which is about, oh, I don't know, eight months prior to my
13 letter to you?

14 A Right. Are you trying to show that we knew about it
15 beforehand?

16 Q I'm telling you that the bank, the borrower's counsel
17 wrote you a letter that says you lost the property. I wrote
18 you a letter -- this is August 1st of '14. I wrote you a
19 letter April 30th of '15?

20 MS. NOTO: Object to the form. Misstates this
21 document and evidence in this case.

22 BY MR. CROTEAU:

23 Q This document is Exhibit 50, page CB 345.

24 A I don't agree with what you just said because what I
25 originally had stated was your letter was the first time I was

1 ever told that somebody had a lien ahead of us, aside from any
2 sort of taxing entity. So this says that somebody lost their
3 deed or their secured -- the secured property title was lost,
4 but that does not particularly mean that the borrower has wiped
5 everything else out. You can foreclose on an inferior lien.

6 Q Okay. So you don't understand as -- you don't
7 understand this to mean, As you and I have discussed in the
8 past, through an unfortunate set of events, the borrower lost
9 title to the secured property identified above. Okay. Let's
10 move on. We'll find another one.

11 THE COURT: I don't know that we got an answer on
12 that question.

13 Can you answer the question, sir?

14 THE WITNESS: He just asked me if I believe that the
15 document reads this, and you read what the document said. I do
16 believe that the document reads that way. Maybe I'm
17 misunderstanding your question, but I believe he just read that
18 paragraph and asked me if it said that.

19 BY MR. CROTEAU:

20 Q Okay. And that's your understanding, that it doesn't
21 affect it?

22 A It doesn't affect what?

23 Q Your position on the property, the bank's position.

24 A This does not prove to me that that affects our
25 position.

1 Q Okay. Let's go to 53. This predates the prior
2 letter.

3 A I see it.

4 Q Have you ever seen this letter before?

5 A I can't recall when I saw it first, but I've seen
6 this in at least preparation for the trial.

7 Q Okay. Did you personally have a phone call with
8 anybody at Gerrard Cox & Larsen?

9 A I personally did not have a phone call with anybody
10 at Gerrard Cox & Larsen to the best of my knowledge.

11 Q Do you know if Mr. Orgill did?

12 A I don't know. We keep call logs. I could find out,
13 but I don't have that readily available to me right now.

14 Q Okay.

15 A But Jeff does work in my department. So I wouldn't
16 be surprised if he had a conversation with them.

17 Q Okay. Based upon the May 19th letter, which is
18 Exhibit 53, to Red Rock Financial Services, Mr. Shapiro is
19 requesting evidence of the sale; correct?

20 A Evidence that the notice of default was mailed in
21 accordance with NRS 116. Yeah.

22 Q All right. And it talks about purportedly the
23 property was sold on March 21st of 2014; right?

24 A Purportedly, yes.

25 Q All right. Still your knowledge is of the actual

1 loss of the collateral to the bank is my letter of April 30th
2 of 2015?

3 A Yes. So even if you go back to Exhibit 47, 174
4 there, it's from the Clark County, also stating that in 2015,
5 that they deeded it back.

6 THE COURT: I'm sorry. Say it again.

7 THE WITNESS: Saying that the above parcel was deeded
8 to the Clark County Treasurer [unintelligible] back taxes, and
9 then they redeeded back to our borrower after we paid the
10 taxes. So even their belief was the same.

11 BY MR. CROTEAU:

12 Q And I asked you, I did ask you, sir, that I asked you
13 if you had anything or your department had anything to do with
14 the vesting of the deed after you paid it. You said you did
15 not know; correct?

16 A That's a really broad question. In our bank, I
17 handle a lot of things. I touch a lot of things. Things move
18 through approval processes with me, but I don't specifically go
19 and record release, do those sorts of things. We have a
20 department that will do that for us. We would ask them to do
21 it, or it would be done, but I don't specifically do that
22 myself. I have in the past. I haven't done it for this case,
23 and I haven't done it for a lot of years.

24 Q Okay. Has the bank received any excess proceeds from
25 the foreclosure sale?

1 A No, I don't believe we've received anything from the
2 foreclosure sale.

3 Q Have you looked into it and asked for the excess
4 proceeds?

5 A Specifically, if my counsel hasn't done that, no, I
6 wouldn't come to opposing counsel and ask for that.

7 Q Okay. Has the bank received any accounting of their
8 proceeds?

9 A I don't believe I have.

10 Q Okay. Take a look at Exhibit 34, please.

11 A 34, is that what you said, sir?

12 Q Yes, sir, please.

13 A Yes.

14 Q Do you see where it says \$15,669.03, excess funds,
15 Clark County District Court? Are you aware of any funds being
16 turned over to the Court?

17 A I'm not aware of any funds being turned over. I do
18 think that it would've sold for more if people didn't think
19 there was another lien ahead of this because there would just
20 normally be a lot of bidders that [unintelligible]. This seems
21 unremarkably low.

22 Q Okay. I'm almost done here. Just about finished.
23 Were you given a copy of the foreclosure deed at the bank?

24 A Which foreclosure deed?

25 Q The only one in this case, filed by Red Rock for the

1 favor of my client.

2 A I believe there was a foreclosure deed for the
3 county, was there not, for the taxes?

4 Q A trustee's deed, yes, a tax deed, yeah.

5 A Okay. That's what that is referring to.

6 Q So did you get one from the foreclosure of the
7 property?

8 A I don't believe so. I don't have a recollection, but
9 I don't believe so. Do you have something you want me to look
10 at or reference if there's any --

11 Q No. Just --

12 A Okay.

13 Q Actually there's something in here about that, but
14 [unintelligible]. All right. Sir, anything you want to change
15 your testimony on that I've asked you about before I sit down?

16 A I don't believe there's anything I want to change my
17 testimony on. I've answered everything to the best of my
18 knowledge.

19 MR. CROTEAU: Okay. No further questions.

20 Thank you.

21 THE COURT: Okay.

22 THE WITNESS: Thank you.

23 THE COURT: It is a quarter to 3:00. I was planning
24 on going to at least 3:00.

25 MS. NOTO: We have a witness, Your Honor, Julie

1 Skinner, that's come today that we need to take today.

2 THE COURT: Okay. So well, we can go ahead and go.

3 MS. NOTO: Oh, okay.

4 THE COURT: It's just we're going to need to take a
5 break.

6 MS. NOTO: I'll be done -- you know what, I'll be
7 done with him in 15 minutes.

8 THE COURT: Okay. Well, we're not quitting. We're
9 going to take a break.

10 MS. NOTO: Oh. Oh. Sorry. I thought you were
11 saying that you're just going to go till 3:00 o'clock. I see.

12 THE COURT: No, I was going to go till 3:00 and then
13 take a break.

14 MS. NOTO: Perfect.

15 THE COURT: And then we would keep going till 5:00.

16 MS. NOTO: Perfect, Your Honor. Thank you. I think
17 my redirect will just be done by 3:00 o'clock.

18 THE COURT: Okay. Let's go ahead and go.

19 REDIRECT EXAMINATION

20 BY MS. NOTO:

21 Q Mr. Zern, let's turn to Exhibit 50, that letter that
22 you were looking at from Mr. Shapiro.

23 A Yes.

24 Q This is again dated August 1st, 2014, and I think
25 it's been ad nauseam that the sale was March of 2014; right?

1 In looking at this letter --

2 MS. NOTO: Oops, we need to do a little --

3 THE COURT: Officer, could you help her out a little
4 bit.

5 MS. NOTO: Oh, there we go.

6 THE COURT: Got it?

7 MS. NOTO: Well, almost.

8 MR. CROTEAU: Your Honor, housekeeping, tomorrow,
9 what time do we start?

10 THE COURT: Pardon me?

11 MR. CROTEAU: For housekeeping, what time do we start
12 tomorrow?

13 THE COURT: Well, we'll talk about that at break, but
14 about 1:00 o'clock.

15 MR. CROTEAU: It's afternoon though?

16 THE COURT: Yeah.

17 MR. CROTEAU: Okay. I've got some morning motions.
18 I apologize. I'm just making sure.

19 THE COURT: Okay. Go ahead.

20 MS. NOTO: Thank you, Your Honor.

21 BY MS. NOTO:

22 Q So this letter that you received August 1st or the
23 bank received August 1st, 2014, I think we can agree was
24 after the sale that took place on March 21st, 2014; correct?

25 A Correct.

1 Q And I think you testified that this was the
2 borrower's attorney that was reaching out to the bank; is that
3 correct?

4 A Correct. I believe I said that.

5 Q Then let's look in that second paragraph of that
6 letter. What is the borrower's attorney asking you to do in
7 that second paragraph, starting with, We are requesting? Do
8 you see where I'm at right here? We are requesting --

9 A Oh, excuse me. Yes.

10 We are requesting that the bank mitigate
11 its damages by immediately initiating
12 foreclosure.

13 This is what I was referring to, that they're telling
14 us to foreclose. They're saying, yes, somebody already did
15 something, but you guys need to foreclose to protect your
16 interest.

17 Q So when Mr. Croteau asked you about what information
18 the bank had or what documents the bank had that led the bank
19 to believe that it still had its first security -- first
20 priority deed of trust, you mentioned the letter that was sent
21 to you in 2011?

22 A Correct.

23 Q You mentioned the facts of the taxes. You were still
24 getting tax notices, and that the county was reaching out to
25 you to pay taxes, and was this letter where the borrower's

1 lawyer was also telling you after the sale in March of 2014 to
2 foreclose on the property another piece of information that the
3 bank had?

4 A Correct.

5 Q Let's look at Exhibit 12, again the letter that
6 Mr. Croteau discussed with you.

7 A Yes.

8 Q And that we discussed earlier as well. I want you to
9 take a look at this letter. Mr. Croteau said to you, I'm going
10 to refer to it as an HOA sale. Do you remember when he said
11 that?

12 A Yes.

13 Q We discussed that this was a commercial property,
14 right, and not a home that was being sold; is that correct?

15 A Correct. It's a commercial piece.

16 Q Looking at -- looking at this letter, let's look at
17 the first paragraph of what was represented to the bank. Read
18 into the record the first paragraph of this letter that came to
19 you.

20 A Starting with Red Rock Financial?

21 Q Yes, please.

22 A Red Rock Financial Services is a debt collector and
23 is attempting to collect a debt. Any information obtained will
24 be used for that purpose. Red Rock Financial is sending this
25 notice as a courtesy. The above-referenced homeowner is

1 currently delinquent in paying their homeowner association
2 assessments. Nevada Revised Statutes allow homeowner
3 associations to engage in the nonjudicial foreclosure process
4 for nonpayment of homeowner association assessments.

5 Q Is this property a home?

6 A It is not a home.

7 Q Is Gibson LLC -- Gibson Road LLC, do they own a home
8 or a business?

9 A No, they do not own a home. It's a business.

10 Q And Mr. Croteau asked you about the fourth paragraph
11 where he said, This lien may affect your position. Do you
12 remember that line of questioning?

13 A I remember.

14 Q I want you to look at the exhibit behind it, Red Rock
15 311, 313, 314, 315, 316 -- oh, let's see. Let's just go, yeah,
16 up to 316. Red Rock 311, the next page, dated December 21st,
17 2011, do you see that?

18 A Yes.

19 Q And who is that letter addressed to?

20 A Gibson Business Park -- yeah, Gibson Business Park
21 Property Owners Association.

22 Q And the next one, who's that addressed to.

23 A The next page over?

24 Q Yes.

25 A Silver State Bank.

1 Q And the next page?

2 A Laura B. Fitzpatrick, who is the treasurer of Clark
3 County, trustee.

4 Q And it looks like the next page is a duplicate. How
5 about 316?

6 A 316 is the trustee of Clark County Treasurer, care of
7 Gibson Road LLC.

8 Q And look at the fourth paragraph, if you will, on
9 each one of those documents, and tell me if it's the same or
10 different than what Celtic Bank received.

11 A It's the same.

12 Q And what would that suggest to you?

13 A That it's subject to our lien.

14 Q All right. And would it suggest that this letter --
15 the same letter went out to different entities?

16 A Yes.

17 Q And perhaps there was maybe another entity that could
18 have had a junior lien on the property; is that fair?

19 MR. CROTEAU: Objection. Calls for speculation
20 [unintelligible].

21 THE COURT: Well, I'm going to overrule.

22 THE WITNESS: Yeah, that's fair. It could be.

23 BY MS. NOTO:

24 Q Let's go to Exhibit 22. That's a tax trustee's deed.
25 Are you with me?

1 A I am.

2 Q Remember Mr. Croteau asking you about the chain of
3 title and who owned the property at various periods of time?

4 A Yeah.

5 Q Remember that line of questioning?

6 A I believe I remember that line, yes.

7 Q Okay. Looking at this tax trustee's deed, look at
8 the second page of this. This is dated -- it was recorded --
9 can you see when this was recorded?

10 A Yeah. It looks to me like it was recorded on June
11 11th, 2015.

12 Q Looking at the second page, can you read into the
13 record the first paragraph, starting with, The property
14 described above.

15 A The property described above was not redeemed as of
16 the end of the redemption period, i.e., the 3rd day of June,
17 2015. Therefore the deeding transfer and conveyance of said
18 property is made together with all singular tenements,
19 hereditaments --

20 THE COURT: Hereditaments.

21 THE WITNESS: I'm not going to try to resay that, but
22 thank you, Your Honor.

23 -- and appurtenances thereunto belonging or in
24 anywise appertaining.

25 / / /

1 BY MS. NOTO:

2 Q So the tax trust deed, what does that mean to you?

3 A It was not redeemed. The property wasn't.

4 Q And who was the property deeded to by the tax trustee
5 deed?

6 A Gibson Road LLC.

7 Q Well, in this tax trustee deed, was it -- this isn't
8 the reconveyance. This is a tax trustee deed. Who was it
9 deeded to?

10 A Excuse me. My apologies. You are correct. This is
11 for the Treasurer of Clark County.

12 Q So as of June 11th, 2015, the treasurer owned the
13 property; is that correct?

14 A Correct.

15 Q Let's go to Exhibit 47.

16 A Yes.

17 Q In Exhibit 47, the second page, Schedule A, CB
18 000145. Do you see that?

19 A Yes, I do.

20 Q This is a preliminary title report prepared by
21 Stewart Title; correct?

22 A It is.

23 Q And in Schedule A, it says, Title to said estate. Do
24 you see where I'm at?

25 A Yeah. Yes, I do.

1 Q Where it says, Title to said estate is vested in? Do
2 you see that?

3 A Correct.

4 Q And who is it vested in as to Parcel 1?

5 A Zi [phonetic] Lin [phonetic], trustee of the GP
6 Trust, dated March 13, as to Parcel 1, Gibson Road LLC, a
7 Nevada liability company subject to Item Number 55, as Schedule
8 B, as to Parcel 2, Miller Ranch Land Company LLC, a Colorado
9 limited liability company, as to Parcel 3, and Baltic Avenue
10 LLC, as to Parcel 4.

11 So Gibson Road on Parcel 1.

12 Q Subject to 55, if we go to CB 000156, and that
13 specific exception says -- and I believe he already read it
14 into the record -- Purports to transfer fee interest; correct?

15 A Correct.

16 Q Let's look at -- he had you look at Exhibit 53. So
17 let's look at Exhibit 53. Who is this letter directed to?

18 A Red Rock Financial Services from Gerrard Cox &
19 Larsen.

20 Q Do you see anything on this letter that would
21 indicate it was copied to or otherwise sent to Celtic Bank?

22 A I don't.

23 MS. NOTO: I don't have anything further.

24 THE COURT: Okay. All right. Why don't we go ahead
25 and take a break, all right. And we'll be back in about 15

1 minutes, and you'll have recross, and then we'll go ahead and
2 call the next witness, okay?

3 MS. NOTO: Very good. Thank you, Your Honor.

4 THE COURT: All right. Thank you.

5 (Proceedings recessed 2:54 p.m. to 3:16 p.m.)

6 THE COURT: All right. Why don't we put our witness
7 back up on the stand.

8 You, sir.

9 MS. NOTO: I don't think there's a recross.

10 THE COURT: Well, I need to have it on the record.

11 MS. NOTO: Yes. Yes. Sure.

12 THE COURT: And I apologize to you all for my
13 tardiness. I had to have a quick meeting, only it went a
14 little longer than I thought.

15 All right, sir. I just want to remind you again
16 you've been sworn.

17 Mr. Croteau, recross.

18 MR. CROTEAU: I probably have a half an hour or so.
19 No, just kidding. No questions.

20 THE COURT: Okay. Now, you may step down.

21 THE WITNESS: Thank you, Your Honor.

22 THE COURT: Okay. Next witness.

23 MS. SCHMITT: Your Honor, we'd like to call Ms. Julia
24 Skinner.

25 **JULIA SKINNER**

1 [having been called as a witness and being first duly sworn,
2 testified as follows:]

3 THE CLERK: Will you state and spell your full name
4 for the record, please.

5 THE WITNESS: Julia Skinner. J-u-l-i-a,
6 S-k-i-n-n-e-r.

7 THE COURT: Okay.

8 DIRECT EXAMINATION

9 BY MS. SCHMITT:

10 Q Good afternoon, Ms. Skinner.

11 A Good afternoon.

12 Q Can you please tell the Court where you currently
13 work.

14 A First American Title Insurance Company.

15 Q And what is your job title at First American Title
16 Insurance Company?

17 A Senior National Commercial Services Underwriter.

18 Q How long have you worked at First American?

19 A 31 years.

20 Q How long have you worked in the title insurance
21 industry?

22 A 34.

23 Q Were all 34 years here in Nevada?

24 A Yes.

25 Q In what capacity were you first employed with First

1 American?

2 A As a title searcher examiner.

3 Q What were your job responsibilities as a title
4 examiner?

5 A To research property, pull the chain of title,
6 determine which documents affected the property, which did not.

7 Q How long did you hold that position? About.

8 A About five years.

9 Q And just going back real quick, when you say "pull
10 the chain of title," what do you mean by that?

11 A When I do a title search of the property, we're
12 looking to see who's owned the property, when they owned it,
13 when they transferred their interest out, what encumbrances
14 they put on the property, what easements, covenants, record
15 matters.

16 Q Thank you. Did you hold any other positions between
17 your title examiner position at First American and your current
18 position today?

19 A Yes.

20 Q And what positions were those?

21 A I was the subdivision title officer for close to 20
22 years.

23 Q And what were your job responsibilities as a
24 subdivision title officer?

25 A I supervised the production of the title reports and

1 the title insurance policies issued on the new-home sales.

2 Q And, Julia, how long have you been in your current
3 position with First American?

4 A About 15 years.

5 Q And what are your current job responsibilities?

6 A Risk mitigation, writing title insurance policies
7 based on title commitments that are produced by our production
8 center.

9 Q Are you familiar with the property at issue in this
10 case?

11 A A little.

12 Q A little. Can you turn -- well, turn to Stipulated
13 Exhibit Number 28 in the binder in front of you, and I'll
14 represent to you that the parties have stipulated to the entry
15 of these exhibits.

16 A I'm there.

17 Q Can you identify this document for the Court.

18 A Title insurance commitment, File Number 762267.

19 Q And are you familiar with this document?

20 A Just from when you e-mailed it to me the other day.

21 Q Okay. And when I e-mailed it to you the other day,
22 that communication is not privileged. Did I -- in the email,
23 was it just this document that was sent to you?

24 A I believe there was another attachment to that email.

25 Q Okay. Are you the title officer that issued this

1 report?

2 A I am the title officer on the file, yes.

3 Q And from reviewing this report, can you identify the
4 property that was the subject at issue for the report.

5 A According to the report, it's 181 North Gibson Road,
6 Henderson.

7 Q Okay. And can you identify the date of that report.

8 A It was typed November 9th, 2015.

9 Q Thank you. And can you tell the Court the purpose of
10 a document of this title commitment?

11 A We were requested to issue this title of commitment
12 at the request of Ms. Noto.

13 Q And do you know why?

14 A I don't remember why, no.

15 Q What type of information is typically included in a
16 title commitment?

17 A Title commitments are issued for the purposes of
18 issuing title insurance generally. So we are representing who
19 the owner of the property is, what the legal description of the
20 property is, what the taxes are at the time the report is
21 issued, and the encumbrances on the title commitment are what
22 we anticipate will stay on the title policy when issued if they
23 have not been resolved.

24 Q Thank you. And when you just referenced
25 encumbrances, where would I be able to turn in this report to

1 see what encumbrances are on the property?

2 A Schedule B, Part 2.

3 Q Can you turn to that, please.

4 MS. SCHMITT: And I'll represent to the Court that
5 this starts at CB 000120.

6 BY MS. SCHMITT:

7 Q And the exceptions that are listed here on Schedule
8 B, are those specific to this property at issue?

9 A Yes.

10 Q From your review of Schedule B, can you tell the
11 Court what, if any, deeds of trusts or mortgages are included
12 as exceptions for this property.

13 A On page 11 of the title commitment, CB 000122, there
14 is a deed of trust represented, Item 20, \$748,000 in favor of
15 Silver State Bank.

16 Q And who's the trustor?

17 A Gibson Road LLC.

18 Q And the trustee?

19 A Land America.

20 Q And based upon your review, can you tell -- was this
21 document rerecorded in January 23rd of 2006?

22 A Per the information on the commitment, yes.

23 Q Do you have any reason to believe that the
24 information on the commitment would be wrong or incorrect?

25 A I do not.

1 Q Keeping your hand on CB 00122, can you turn to
2 Exhibit Number 5. And can you tell the Court whether this is a
3 copy of the rerecorded deed of trust that's referenced in
4 Exception Number 20.

5 A It is.

6 Q And how can you tell?

7 A By the document number on the top right-hand corner.

8 Q Okay. Thank you. And then, Julia, can you tell was
9 the beneficial interest in the deed of trust assigned?

10 A It was.

11 Q And can you tell the Court who it was assigned to
12 just by your review of this document?

13 A It was [unintelligible] to Celtic Bank Corporation.

14 Q And can you turn to -- keep your hand there, and just
15 turn to Stipulated Exhibit Number 7.

16 A I have it.

17 Q And do you believe that Stipulated Exhibit
18 Number 7 is the assignment of the deed of trust that's
19 referenced in this title report?

20 A I do.

21 Q And how did you come to that conclusion?

22 A The document number referenced in the assignment is
23 the same as the document number of the deed of trust as well as
24 the trustor and beneficiary.

25 Q Thank you. So, Julia, do you have any reason to

1 believe that this deed of trust that's listed here does not
2 encumber the property?

3 A I have not run the legal description out, but based
4 on the title commitment strictly, no, I do not.

5 Q Based on your review of this document, are there any
6 other deeds of trust or mortgages on this property?

7 A There is not.

8 Q Okay. So in your experience, would it be fair to say
9 that Celtic Bank's deed of trust is the senior deed of trust on
10 this property?

11 A It is.

12 MR. CROTEAU: Objection. Calls for a legal
13 conclusion.

14 THE COURT: I understand. She's a title officer.

15 Overruled, just so I'm clear.

16 BY MS. SCHMITT:

17 Q Turning back to Exhibit 28, can you identify for the
18 Court what, if any, covenants and conditions and restrictions
19 are recorded against the property?

20 A Exception 7 lists CC&Rs, Covenants, Conditions and
21 Restrictions, recorded in September of 1989 with Gibson Park
22 Property Owner's Association, Item Number 14, RC -- Covenants,
23 Conditions and Restrictions, again recorded March 18th, 2014,
24 with Gibson Park -- Gibson Business Center Property Owner's
25 Association.

1 Q Based upon your review, are these -- I'm sorry.
2 Strike that.

3 Based upon your review, are these two separate CC&Rs
4 for the property?

5 A I believe they are, yes.

6 Q And is that based on the way that they're reflected
7 in this title report?

8 A Yes.

9 Q Turning your attention, if you could just hold onto
10 that page and then just turn to Stipulated Exhibit Number 1.

11 A I'm there.

12 Q Stipulated Exhibit Number 1, is that a copy of the
13 CC&Rs that were recorded in 1989?

14 A Based on the document number on the document, yes.

15 Q Thank you. And then turn your attention to Exhibit
16 Number 3.

17 A I'm there.

18 Q Is this a copy of the 2004 CC&Rs that are listed as
19 exceptions in the title commitment?

20 A Based on the document number, yes.

21 Q Thank you. Based upon your review of Exhibit 28,
22 Exhibit 1 and Exhibit 3, did the 2004 CC&Rs amend or update the
23 1989 CC&Rs?

24 A May I review the actual CC&R?

25 Q Yes.

1 A Thank you.

2 There does not appear to be any amendment or
3 supersede language in the 2004 CC&R that would make me think
4 the older CC&R had been replaced.

5 Q Okay. And then, Julia, based upon your review of
6 Exhibit 28, Exhibit 1 and Exhibit 3, were the 1989 CC&Rs
7 rerecorded by the March -- I'm sorry, were the 1989 CC&Rs
8 rerecorded in March 2004?

9 A I do not believe so, no.

10 Q Thank you. Julia, based on your testimony today or
11 as you sit here today, can you tell whether the CC&Rs that are
12 recorded on the property are two separate documents?

13 A They are two separate documents.

14 Q Okay. And, Julia, can you tell as of the date of
15 this report, who the owner of the property was?

16 A We are showing Gibson Road LLC.

17 MS. SCHMITT: Thank you.

18 Your Honor, I have no further questions.

19 THE COURT: All right. Cross.

20 MR. CROTEAU: Yes. Yes. Yes, please.

21 CROSS-EXAMINATION

22 BY MR. CROTEAU:

23 Q Good afternoon, Ms. Skinner.

24 A Good afternoon.

25 Q In your capacity, do you make legal determinations?

1 A I make underwriting decisions.

2 Q Well, and I thought that. So that's why I was trying
3 to wonder. In terms of 116 sales, which I'm sure you must be
4 extraordinarily familiar with -- is that a yes?

5 MS. SCHMITT: Your Honor, objection. Outside the
6 scope of my direct.

7 THE COURT: Well, it was.

8 MR. CROTEAU: I reserved the right to call all of
9 their witnesses in my case in chief. So I guess I can sit down
10 and call her back, you know.

11 THE COURT: Why don't you approach.

12 MS. NOTO: I don't think that that was --

13 THE COURT: Why don't you approach.

14 (Conference at the bench begins)

15 MS. NOTO: -- opening that he was going to call her
16 in his case in chief. I told him I was calling her in my case
17 in chief, and we said that we would call Charlie in both. I
18 have no agreement that he's calling her in his case in chief.

19 MR. CROTEAU: Your Honor, they raised the entire
20 issue. They're going through right now in detail the title
21 reports. The title reports talk about a foreclosure deed in
22 quotations. Well, I'm going to ask her because she issued
23 this.

24 THE COURT: Well, you can ask questions about that,
25 but you're getting into NRS 116. Why don't you just ask her

1 some other stuff about --

2 MR. CROTEAU: I will, but I'm trying to
3 [unintelligible] because she has a foundational knowledge on
4 116 because she made the determination to put my foreclosure
5 deed in quotations, and I want to ask her why.

6 THE COURT: You can ask her that.

7 MR. CROTEAU: I'm going to.

8 UNIDENTIFIED SPEAKER: Sure.

9 THE COURT: That's fine.

10 MR. CROTEAU: All I want to know is what she knows
11 about 116.

12 THE COURT: Not a problem. You can do that.

13 MR. CROTEAU: That's where I was.

14 THE COURT: Okay. All right. Thanks.

15 (Conference at the bench ends)

16 THE COURT: Okay. Go ahead.

17 MR. CROTEAU: Thank you, Your Honor.

18 BY MR. CROTEAU:

19 Q Are you familiar with NRS 116 and foreclosures?

20 A I am familiar, yes.

21 Q I presume you've had an onslaught of that kind of
22 work lately these days.

23 A I don't deal with foreclosures on association
24 matters. I only do with foreclosures of deeds of trust.

25 Q Ah, okay. So you would not have much experience in

1 dealing with foreclosures under Chapter 116?

2 A That is correct.

3 Q Okay. Well, then let's take a look. I'm not going
4 to waste your time in talking about your background. Let's go
5 to Exhibit 28. Am I to understand that you are the responsible
6 party for the issuance of this document?

7 A I am the responsible person for maintaining the
8 commitment. I did not produce it myself.

9 Q Okay. Who produced it?

10 A We have a central production unit that produces our
11 title reports.

12 Q Okay. And it comes to you in a format, and I assume
13 you review it. Is that how that works?

14 A I do not review it until somebody calls and requests
15 that I review it.

16 Q Did anybody call and request you review this title
17 commitment?

18 A I don't remember.

19 Q I thought you said you had this procured at the
20 request of Ms. Noto?

21 A That --

22 Q Specifically for this litigation.

23 MS. NOTO: Objection. Misstates testimony.

24 THE COURT: Go ahead and answer.

25 Overruled.

1 THE WITNESS: I produced it for Ms. Noto. I don't
2 know why she asked for it, honestly.

3 BY MR. CROTEAU:

4 Q Okay. Do you know if it's in conjunction with any
5 sale or in conjunction with any foreclosure proceeding or
6 anything like that?

7 A I don't know.

8 Q Okay. All right. And the request was simply to
9 produce a title report?

10 A I don't have any of the information about when they
11 report or how they report was opened. I just know we produced
12 one.

13 Q All right. Well, suffice it to say, if I looked at
14 the date on the front page of Exhibit 28, which is CB 112, it's
15 dated November 9th of 2015. So it was done sometime prior to
16 that, correct, the request?

17 A It was typed that day.

18 Q Okay. All right. And is there a good-through date,
19 when the search was good through?

20 A The commitment is dated as of October 23rd, 2015, and
21 you can see that on page 116.

22 Q Thank you very much. Out of curiosity, where it says
23 countersigned by on page 113, is that your signature or someone
24 else's? If you know.

25 A That's my electronic signature.

1 Q Okay. All right. So let's walk through this if we
2 may. Schedule A, what's contained in Schedule A? Is that the
3 legal descriptions?

4 A Schedule A shows the data date which we ran the title
5 records through, the October 23rd.

6 Q Yes, ma'am.

7 A It also tells you what type of policy that we believe
8 is going to be issued at the time of closing. In this case it
9 was written as an ALTA owner's policy. To be determined, that
10 is our default if we are just doing a title commitment for no
11 insurance purposes. It tells you what the insured estate is.
12 In this case it's fee and leasehold -- or easement rather. I'm
13 sorry.

14 Q An easement?

15 A Easement.

16 Q I don't understand.

17 A We're ensuring that there is a legal description of
18 the property, which is fee title, and that there is any
19 pertinent easement right generally for ingress, egress, to get
20 to and from the property.

21 Q Got it. I'm sorry. I understand. Okay.

22 A We are ensuring who -- or we're showing who the
23 lender is or the, excuse me, who the owner is and the legal
24 description of the property.

25 Q Okay. Who makes the decision as to who the owner is?

1 A That's done as part of the searching process.

2 Q Schedule B, what does that provide?

3 A Schedule B, Section 1 are the requirements. This
4 typically sets out those requirements that we need met prior to
5 the issuance of the final title policy.

6 Q Okay.

7 A And Schedule B2 are the exceptions, as I stated
8 earlier, that we anticipate will remain on the policy unless
9 they have been rectified.

10 Q And before we get off of that, let's start talking
11 about that a little bit. So it talks about Item Number 7. It
12 says, Covenants, conditions, restrictions, easements,
13 assessments, liens, charges, terms, provisions and document
14 recorded September 11th, 1989. Now, is that the original
15 CC&Rs that were gleaned from the records?

16 A Those are the oldest CC&Rs that we found to still be
17 of record on the property.

18 Q Now, counsel asked you if one set of CC&Rs were for
19 the same company and whether or not there were two separate
20 sets of CC&Rs. Do you remember that question?

21 A Yes.

22 Q Okay. I'm not sure how you answered that. I think
23 you said there were two separate documents, but that's obvious.
24 So the question is are they two separate CC&Rs?

25 A I believe they are two separate CC&Rs. Yes.

1 Q How do you believe that? What is your foundation for
2 that?

3 A They are signed by different parties. The
4 association set out there was two separate associations, and
5 when I reviewed the 2004 CC&R, there's nothing in there that I
6 could see quickly that said it was an amendment or superseding
7 of the '89 CC&R.

8 Q My client's in possession of the property and he only
9 pays one HOA, one association fee. Is there anything that I
10 would do to go figure out if there's two separate associations
11 or two entities that control the same property?

12 A You could look at the Secretary of State website to
13 see if there's two associations filed at the Secretary of State
14 still in active standing, and you typically people rely on the
15 seller to tell them who the HOAs are.

16 Q Correct. Okay. All right. So the 1989 CC&R, I
17 believe -- one second.

18 I believe the 1989 CC&Rs is Exhibit 1. Don't lose
19 your place there if you don't mind. Stick something in there,
20 if you would, a piece of paper or something.

21 Hang on. I'll help you out.

22 MR. CROTEAU: May I approach?

23 THE COURT: Sure.

24 MR. CROTEAU: Here you go.

25 THE WITNESS: Thank you.

1 BY MR. CROTEAU:

2 Q So if we look at the 1989 CC&Rs, it says,
3 Declaration, covenants and conditions of Gibson Business Park
4 Phase 1, Clark County, Nevada; right?

5 A Yes.

6 Q All right. And did you review these at all?

7 A Just a little bit sitting up here on the stand.

8 Q I don't mean to be rude, but they run from 386 to
9 434. So when you say you reviewed a little bit, you looked at
10 the title?

11 A I looked at the title. I looked at the name of the
12 signatures, and I looked at the association and the recording
13 information.

14 Q Let's do that together. The declarant, or Ampac, is
15 Ampac Development Company, Marshmallow Lane Partners, Ocean
16 Spray Cranberries, Gibson Business Park Associates; right?

17 A Correct.

18 Q And Pacific Engineering and Production of Nevada;
19 right?

20 A I'm sorry. I couldn't hear you.

21 Q Pacific Engineering and Production Company of Nevada?

22 A Yes.

23 Q All right. Is it typical -- and how much familiarity
24 do you have with CC&Rs?

25 A I'm sorry.

1 Q How much familiarity do you have with CC&Rs?

2 A I read them daily.

3 Q Perfect. Is it typical upon the construction and
4 before it's sold or leased out, if you will, that the builder,
5 the owners are the members of the CC&Rs? They're the founders,
6 if you will, the originators of the CC&Rs? They record them;
7 right?

8 A Typically the developer is the declarant, yes.

9 Q Right. That's fine. The developer, and if it's a
10 group of developers or a group of people that are involved,
11 they are the ones that execute the original declaration, is it
12 not?

13 A That is correct.

14 Q All right. Is it also typical that once the spaces
15 are sold and if they are to be sold, but once they are sold
16 that the association is generally turned over to the new
17 owners?

18 A It's turned over to -- yes.

19 Q Okay. So with that, we go from what is the 1989
20 version to the 1994 First Amendment to declaration, restrictive
21 covenants Gibson Business Park Phase 1, Clark County, Nevada;
22 right?

23 A Exhibit 2?

24 Q Exhibit 2, yes, ma'am. I'm sorry.

25 A Uh-huh.

1 Q Now, this is a short version. This is only 435 to
2 439. Did you have an opportunity to review this document?

3 A I did not.

4 Q Okay. So you haven't looked at it yet today?

5 A No.

6 Q Never seen it before?

7 A I wouldn't say that, but I haven't reviewed it today.

8 Q Do you have any recollection of seeing it before?

9 A I've searched that area multiple times. So I would
10 not want to mislead you to tell you that I've never seen it.

11 Q I appreciate that. But do you have any recollection
12 of this document at all as you sit here?

13 A No.

14 Q Okay. Fair enough. I'm not trying to trip you up.

15 A Okay.

16 Q I understand though. Okay? Now, in the recitals,
17 Subsection A, it says, Ampac is the developer of a certain real
18 property in Clark County, Nevada, known as Gibson Business Park
19 Phase 1, and that's kind of consistent with what we just talked
20 about; right?

21 A Yes.

22 Q All right. And it says,

23 On September 11th, of '89, Ampac, as
24 the declarant and the joining parties named
25 therein filed in the recorded real property

1 records of Clark County, Nevada, a certain
2 declaration of protective covenants,
3 conditions and restrictions identified as
4 declaration.

5 Right?

6 A Yes.

7 Q All right. So that's kind of typical. That's a
8 recitation of what happened in '89. Now, they're doing
9 something to a first amendment; right?

10 A [No audible response.]

11 Q Now, if you go down to C, it says,

12 As of the date of recordation of this
13 instrument, more than five years has elapsed
14 since the declaration was filed for a record.
15 As of the date hereof, Ampac owns of record
16 at least 15 percent of the acres of land that
17 constitute the premises.

18 And then it goes on to say in D,

19 Ampac now desires to amend the
20 description of the land constituting the
21 premises for the purpose of withdrawing
22 certain acreage from the premises due to
23 changes in development plans to the affected
24 area.

25 Right?

1 A Yes.

2 Q All right. So this effectively is slicing off some
3 dirt that was originally covered under the original CC&Rs,
4 fair?

5 A That's how it reads. Yes.

6 Q Okay. E says,

7 Each of the joining parties to the
8 declaration that owns as of the date hereof a
9 record fee interest in the premises, which is
10 Gibson Business Park Associates 1986, having
11 sold its interest in the premises desires to
12 execute this instrument for the purpose of
13 joining in and giving its consent to the
14 amendment.

15 Now, we're going to come back to that in a bit, okay,
16 but and then,

17 The signatories to this agreement own of
18 record collectively at least two thirds of
19 the acres of the land constituting the
20 premises, the stuff that's remaining in these
21 CC&Rs.

22 Right?

23 A Yes.

24 Q All right. The next thing is withdrawal of property
25 from premises. It says,

1 Ampac hereby amends the declaration by
2 withdrawing from the premises encumbered by
3 the declaration the land described in Exhibit
4 A.

5 That's that cut-off land; right?

6 A Yes.

7 Q Okay. All right. And effectively that's all this
8 does, is it not?

9 THE COURT: All what does?

10 MR. CROTEAU: I apologize.

11 BY MR. CROTEAU:

12 Q Effectively, all this first amendment does is remove
13 this CC&R from a piece of land or a portion of land that is
14 being annexed, if you will, from the common interest community;
15 is that right?

16 A That appears to be correct.

17 Q All right. And we pretty much -- we have some
18 different partners because we have Marshall Lane Partners now;
19 right, in the signing part here? We didn't have them before.

20 A Yes, we did.

21 Q You had Marshall Lane Partners?

22 A Marshmallow Lane.

23 Q Maybe I'm wrong. I apologize if I am.

24 I did. I'm sorry, ma'am.

25 And then we had the same Ocean Spray people. We had

1 Pacific Engineering Production Company of Nevada but for
2 whatever reason, Gibson Business Park Associates 1986-1, a
3 Nevada limited partnership didn't sign?

4 A That is correct.

5 Q Okay. But they are mentioned in the Recital B;
6 correct?

7 A Yes.

8 Q Okay. As a joining party?

9 A That's correct.

10 Q All right. And Exhibit A to this amendment basically
11 is a description of land to be withdrawn from the declaration?

12 A Yes.

13 Q Okay. Okay. Let's look at Exhibit 3 now. Exhibit 3
14 is an amendment, or it's something on 3/18 of '04; correct?

15 A It's a covenant, condition and restriction, yes.

16 Q All right. So it's a CC&R filed which looks to be
17 over the same property, correct, if you look at the
18 description? Have you ever seen this document before?

19 A Yes.

20 Q When have you seen this document before?

21 A I looked at it for Kelly.

22 Q For whom, ma'am?

23 A For the -- for Allyson Noto.

24 Q Okay. And when did you do that?

25 A Last week.

1 Q Okay. So this document you spent some time on?

2 A Not a lot, but I did look at it.

3 Q Okay. If you look, and you spent some time on it,
4 did you happen to look at who Gibson American Pacific LLC is?

5 A I don't recall doing that, no.

6 Q Okay. Did you, when you looked at Exhibit 1, examine
7 to who might Gibson Business Park Associates 1986-1, a Nevada
8 limited partnership was?

9 A I did not.

10 Q Okay. So you would not know if they were the same
11 owners or if it was some change in business entity or business
12 organization or anything like that?

13 A I did not look for that, no.

14 Q Fair enough. And for the sake of our continued
15 conversation, if we look at Exhibit 2, did you look up Pacific
16 Engineering and Production Company of Nevada at all?

17 A I did not.

18 Q Okay. Okay. Now, this document is a declaration of
19 covenants, conditions and restrictions for Gibson Business
20 Center. Do you have any basis by which to tell me that's
21 different than the 1989 and the amendment thereto in 1994?

22 A And by difference, are you referring to difference in
23 the language of the document, difference in the --

24 Q No. I can read the document. I'm asking you if it
25 covers different property or if it's some sort of an amendment

1 to the previous CC&Rs. We have a 1989 CC&R. We have a 1994
2 that basically strips away some acreage. Then you have another
3 2004 CC&R is recorded on the same property, do you not?

4 A We do.

5 Q Okay. Your supposition was there's two potential
6 HOA's; right? That's what you've told us.

7 A That is correct.

8 Q Okay. The testimony is going to be in this case that
9 there's one HOA payment. So I'm trying to understand how we
10 got to more than two or two. So I'm trying to understand if
11 you've looked at it to see where Gibson -- excuse me, whether
12 or not Gibson Business Center is different than, other than the
13 express terms, different than Gibson Business Park Phase 1.

14 A I did not look at the documents in that respect. I
15 looked at the fact that they were signed by different owning
16 entities and that they were recorded at different times. I did
17 not double check the legal descriptions when I looked at it.

18 Q Okay.

19 A Nor did I run the legal for the annexation.

20 Q That's fair. Is it in your experience, when you
21 start an association in 1989, you don't necessarily expect that
22 all the signatories in the 2004 are going to be the same, do
23 you?

24 A No, that's correct.

25 Q Okay. There's going to be a change of ownership. It

1 could be a lot of things going on; right?

2 A Yes.

3 Q Okay. Did you check any of the change of ownership
4 to tie in the name changes with regard to the various
5 signatories?

6 A I did not.

7 Q I see. Did you look and see whether or not there was
8 a name change of even the community, the common interest
9 community?

10 A I didn't look at any of those matters. All I did was
11 look at the document itself and the title and the association.

12 Q I see. But you relied upon the change in different
13 name and the different signatures to stand before the Court and
14 tell us there's two associations in your opinion?

15 A I did.

16 Q Okay. And your basis for that is just different
17 signatures?

18 A Different ownership.

19 Q Different ownership. But you've just got done
20 telling us that that's not uncommon, given the fact that
21 there's a span of 15 years between the first CC&R and the
22 amendment before it.

23 A You asked if there was different ownership in the
24 association.

25 Q Right.

1 A You didn't ask if there was different ownership of
2 the land.

3 Q Is there?

4 A Appears to be based on the documents.

5 Q Right. Which would indicate and which would be
6 normal progression of things that there be somebody different
7 signing CC&Rs; correct?

8 A Correct.

9 Q Okay. So it's whoever has ownership at the time the
10 CC&Rs are filed is who's going to sign the declaration of
11 CC&Rs?

12 A Correct.

13 Q Okay. So that's not any kind of uncommon event that
14 we have different signatories in 1989 than we do in 2004?

15 A That's correct.

16 Q Okay. Other than different signatories, what is the
17 other hallmark that these are different CC&Rs for a separate
18 association?

19 A I didn't see anything in the 2004 CC&R when I
20 reviewed it briefly to see that there was a supersede or an
21 amendment to the '89 CC&Rs. I didn't see anything that tied
22 the two of them together.

23 Q Were they drafted possibly?

24 A Possibly.

25 Q Okay. Let's look at the 2004 for a minute, and I'd

1 like you to go with me to A, and it says, Declarant, and
2 declarant in this particular case, I guess, is Gibson American
3 Pacific LLC; right?

4 A That would be correct.

5 Q Okay. Now, Gibson American Pacific LLC, were they
6 ever a part of the original CC&Rs?

7 A They do not appear on the front page of the document.
8 No.

9 Q No. The only similarity -- and I will provide this
10 to you -- is that there is a Pacific Engineering and Production
11 Company of Nevada that could have changed the name possibly and
12 became Gibson American Pacific LLC; right?

13 MS. NOTO: Objection. Speculation.

14 THE COURT: She can answer if she knows.

15 BY MR. CROTEAU:

16 Q If you know.

17 A PEPCON is the one that blew up. As far as I know, it
18 didn't become Gibson American Pacific, but it might have.

19 Q Okay. But you don't know?

20 A I don't know.

21 Q Okay. So you really can't make a determination as to
22 whether or not there's same ownership, different ownership or
23 anything else?

24 A Based on the owning entity --

25 Q Right. I understand.

1 A -- the named owning entity on the documents, they are
2 different.

3 Q Okay. But you do not know as you're sitting here as
4 to whether or not there's been a name change, some
5 reorganization, some reformulation of their corporate entities
6 or anything of the kind; right?

7 A I do not.

8 Q Okay. So the declarant in this particular case is
9 Gibson American Pacific LLC, and the declarant is the person
10 who is saying I am responsible for this property; correct?

11 A Correct.

12 Q Okay. Let me do this. Did you actually look
13 possibly at the legal description to see if we're covering the
14 same land as we were covering in the 1994 amendment?

15 A I relied on the title commitment. My central
16 production unit would have done that. I did not do it
17 personally.

18 Q Okay. And if you relied on the title commitment, did
19 it cover the same land?

20 A It covers the same land, yes. It may cover other as
21 well but it does cover the same land.

22 Q Did you just say it covers others as well?

23 A CC&Rs frequently cover multiple properties.

24 Q I didn't ask you that. I asked you if it covered, in
25 this particular case, anything different that was covered in

1 1994?

2 A I don't know the answer to that because I did not run
3 out the CC&Rs.

4 Q That's fine. If you don't know the answer, you don't
5 know the answer. So. Okay. So under Recitals A, it says,
6 Declarant is the owner of that certain
7 real property located in the city of
8 Henderson, Clark County, Nevada, which is
9 more particularly described in Exhibit A
10 incorporated herein by reference.

11 So you don't know. They're making a declaration that
12 they owned that property, and unless you can tell us that
13 that's different property than it was in 1994, it would have to
14 be an amendment of whatever's going on with that particular
15 property's CC&Rs, would it not?

16 A In my experience, properties have multiple sets of
17 CC&Rs. Just go to Summerlin.

18 Q Ma'am, I appreciate that, but Summerlin is a
19 master-planned community, and individual subdivisions have
20 individual CC&Rs. Would you agree with that?

21 A That's correct.

22 Q This is a small business park.

23 A It's also potentially -- I'd have to run out the
24 legal descriptions, but since they did do a deannexation, I can
25 make an assumption that the --

1 Q I don't want you to assume.

2 A Okay.

3 Q I'd like you to tell me what you know.

4 A Then without running out the legals, I can't tell you
5 what I'm thinking.

6 Q That's what I thought. That's what I thought. Okay.
7 Let's go to B then. It says, declarant -- and this is where
8 they're telling you what they're doing; right? It says,
9 declarant desires and intends that the real property, which is
10 the defined real property, be operated as a commercial retail
11 and business and industrial center to be called a new name --
12 ready? -- Gibson Business Center; right? They changed the name
13 from something, don't know what, but they are now calling it
14 Gibson Business Center, and that's in the declaration; right?

15 A Right.

16 Q Okay. Do we have any proof that it's not a change
17 from Gibson Business Park Phase 1 to a more generic, kinder
18 name being Gibson Business Center?

19 A I don't.

20 Q Okay. And to impose upon the real property and all
21 the parcels from time to time created within the real property,
22 mutual and [unintelligible] restrictions, basically the CC&Rs
23 that covered real property. So it's pretty straightforward;
24 right?

25 A Yes.

1 Q All right. C says,

2 Each owner of parcel of land within the
3 project shall have but pertinent to it a
4 membership in the Gibson Business Center
5 Property Owner's Association, Inc.

6 We're going to see that in a minute in '04, okay? So
7 I want to make sure you've heard that. So they're saying that
8 we're going to have this association. This is the CC&Rs by the
9 Park. This is what we're filing, and now we're going to have
10 an association to run it. That's how it operates; correct?

11 A Correct.

12 Q Okay. Good. Then we come down to D, and it says.

13 The real property shall not be subject
14 to the provisions of the uniform common
15 interest act codified in 116, except to the
16 extent under NRS 278A.170.

17 Right?

18 A Right.

19 Q That's not uncommon language; right?

20 A Actually I don't see that a lot.

21 Q But you don't do -- you don't do 116 work; right?

22 A I don't ensure foreclosures on 116s, but I do deal
23 with covenants that fall under 116.

24 Q Okay. Fair enough. All right. Other than that, do
25 these CC&Rs look relatively common to you?

1 A [No audible response.]

2 Q And I hate to use that terminology, but, you know, do
3 they have the consistent provisions that you typically would
4 see in a CC&R?

5 A Based on a quick review, yes.

6 Q Thank you. All right. Moving on. Go to 27,
7 please -- well, maybe not. Let's try 47.

8 MR. CROTEAU: All right. Ladies, where is the
9 '04 one?

10 MS. NOTO: I'm sorry?

11 MR. CROTEAU: The '04 CC&Rs.

12 MS. NOTO: '04 is Number 3?

13 MR. CROTEAU: It is?

14 MS. NOTO: Yeah.

15 THE COURT: I'm sorry. Where are we going?

16 MS. NOTO: I thought you were just talking to her
17 about the 2004 CC&Rs.

18 MR. CROTEAU: I did. I'm sorry. Okay. All right.
19 So that's -- I apologize. It's been one of those days.

20 BY MR. CROTEAU:

21 Q So all we have is 1989, 1994 and 2004, correct, on
22 this file?

23 A Correct.

24 Q All right. And based upon what you've testified to
25 so far, there's no real proof this is not just one association

1 and that all these three CC&Rs are all referring to the same
2 property and that they're dealing with the same things?

3 A I wouldn't make that stretch as a title officer, but
4 I can see where you would.

5 Q Well, I'm going to ask you to tell me about a title
6 officer because you've done nothing I've asked in terms of the
7 breakdown of evaluation. So exactly what would a title officer
8 do to go figure it out?

9 A We show record matters, and unless the property was
10 deannexed by the '94 CC&R, we are charged with showing record
11 matters. The record matters are the 1989 CC&R, the 1994
12 amendment and the 2004 CC&R. So from a title insurance point
13 of view, I have two sets of CC&Rs. I have two associations.
14 One may not be operating. That doesn't mean the CC&Rs have
15 been voided or are invalid. It may just be that there's not a
16 second association.

17 Q Well, we know that the 1989 was clearly amended by
18 the -- I'm sorry, the 1994; correct?

19 A Correct.

20 Q That's unambiguous?

21 A Correct.

22 Q Okay. The only question is when they changed the
23 name to Gibson Business Center in 2004 within the CC&R
24 declarant, by defining it in the new name and by giving us an
25 association to run the CC&Rs --

1 MS. SCHMITT: Your Honor, I believe that --
2 objection. That misstates evidence. The documents speak for
3 themselves.

4 THE COURT: I understand.

5 Why don't you rephrase your question.

6 MR. CROTEAU: Sure.

7 BY MR. CROTEAU:

8 Q CB 356 of Exhibit 3, we went through this, and I
9 don't want to belabor this point, but it specifically stated
10 that the declarant is creating a CC&R for Gibson Business
11 Center and saying we're going to call our place Gibson Business
12 Center now; right? That's what it says?

13 A That's what the CC&R says, yes.

14 Q And then it goes on to say that they're going to
15 create an association to basically manage the CC&Rs or the
16 Gibson Business Center; correct?

17 A Correct.

18 Q All right. And that association is Gibson Business
19 Center Property Owner's Association, Inc.?

20 A Correct.

21 Q All right. Have you checked to see whether or not
22 the entity formed in 1989 that was rolled into 1994 is even an
23 entity in good standing or even in existence today?

24 A No.

25 Q All right. And you made no attempt to contact the

1 association to figure out what they do?

2 A If we had this in escrow, we would.

3 Q What would you do if it was in escrow? Let's talk
4 about that.

5 A If it was in escrow and we had a sale or a new loan,
6 we would attempt to contact both associations to find out if
7 any monies were due and needed to be paid through escrow.

8 Q And if you found out that in fact the first
9 association is null and void and no further effect, would you
10 then remove it from the title commitment?

11 A We might remove reference to the association, but not
12 the covenant because the covenant has not been terminated.

13 Q Okay. All right. Do you find that often, that there
14 is multiple covenants that you think need to be removed?

15 A Frequently.

16 Q Frequently. So it's a common event?

17 A Yes.

18 Q Okay. All right. Would you go to Exhibit 11,
19 please.

20 A [Witness complies.]

21 Q Have you seen this document before, ma'am?

22 A Yes. Ms. Noto's office sent it to me.

23 Q Okay. And for what purpose did she want you to
24 review it?

25 A APNs.

1 Q Okay. And are the APNs accurate?

2 A That appears to be the correct APN for the property,
3 yes.

4 Q Is there any problem with the legal description in
5 this here?

6 A I didn't look at any of that.

7 Q Okay. You didn't prepare this report though, did
8 you?

9 A No. This was prepared by another division of First
10 American.

11 Q Okay. And what is a -- I apologize. What is a
12 trustee's sale guarantee?

13 A Trustee sale guarantee is a title insurance product
14 issued to the trustee to tell them who to notice in a
15 foreclosure.

16 Q Okay. And the addresses that are obtained -- it's
17 GBC 390 -- where do they come from?

18 A There's a little bit of assumption here because I did
19 not prepare this report.

20 Q Okay. Well, we can get to it on your report too. So
21 that's fine.

22 A Okay.

23 Q But what is the process by which in normal practice
24 these addresses would be gleaned and put into the report?

25 A We take them off the documents of record and off of

1 the address on the assessor site, and sometimes we even take
2 the time to take it off of the Secretary of State website.

3 Q For corporations you mean?

4 A For corporations, yes.

5 Q Okay. Are you familiar with foreclosure sales?

6 A Of deeds of trust?

7 Q Yes, ma'am.

8 A Yes.

9 Q Okay. When you're providing a trustee guarantee of
10 sale, what is the requirement that you do in terms of notice to
11 a lender?

12 A The lender is the one doing the foreclosing. So we
13 don't notice them.

14 Q Well, let me give you a different question. How
15 about the second trust deed wants to foreclose. Now, what do
16 you do with notice to a lender if there's a senior lien in
17 place?

18 A We don't notice the senior lien.

19 Q Okay. And if there is a junior lien in place?

20 A We notice them.

21 Q Okay. Where do you get their address from?

22 A From the recorded documents.

23 Q You mean from the deed itself?

24 A Yes.

25 Q Okay. On the deed there will be a notice of send

1 notice to X; right?

2 A There'll be a when-recorded-mail-to-address that we
3 use.

4 Q And that's what you use; right? That's the
5 requirement under 107; isn't it?

6 A I believe so, yes.

7 Q Is there any requirement that you go out and search
8 collateral sources for an address?

9 A [No audible response.]

10 Q Requirement.

11 A Give me a second. It's been a while since I've done
12 one. So I have somebody else do them now.

13 I don't believe so. I believe we've only ever taken
14 them off -- been required to take them off the record matters
15 and the assessor site.

16 Q Okay. Fair enough. Let's go to 28, and we walked
17 off of that for a minute. I'd like to go back to it. This is
18 the document that you prepared?

19 A This is the document that --

20 Q Well, that you're responsible for.

21 A Yeah.

22 Q How's that?

23 A Thank you.

24 Q And I'm going to draw your attention to -- I'm going
25 to start on page 120. So we just got done discussing about the

1 1989 amendments which is Exception 7; correct?

2 A Correct.

3 Q Exception 12, that's Covenants, Conditions and
4 Restrictions recorded March 4th, 2004; correct?

5 A Correct.

6 Q All right. Now, that one we've already talked about;
7 right?

8 A We have not.

9 Q I thought that was Exhibit 3.

10 A Exhibit 3 is Number 14.

11 Q Well, then tell me where 12 is if you know.

12 A I don't know without a copy.

13 Q All right. So 14 is the CC&Rs for the 2004; correct?

14 A Correct.

15 Q Now, am I missing something? Did I not see the 1994
16 amendment to the CC&Rs?

17 A The 1994 amendment to the CC&Rs is shown as a subitem
18 under Exception Number 7.

19 Q All right. Okay. Very good. And then we come down,
20 and you have your documents for modifications. What are all
21 these modifications under 14 or the missing dot there?

22 A I didn't look at those. I don't know what they did.
23 I'm sorry.

24 Q That's fair. Moving on. Then you have the financing
25 statement; right?

1 A Yes.

2 Q U.C.C. There's 19. You have 20 as a trust deed to
3 secure original indebtedness; correct?

4 A Yes.

5 Q And that was when it was at Silver State Bank, and
6 then you have the assignment from Silver State to Celtic;
7 correct?

8 A Correct.

9 Q All correct. Then you have the assignment of rents
10 that was filed and the assignment thereto as well?

11 A Correct.

12 Q Then at 24 there is a notice of homeowners
13 association assessment lien dated August 23rd of '11;
14 correct?

15 A Correct.

16 Q All right. And then a notice of default recorded
17 October 14 of 2011. Now, that's actually a notice of default
18 and election to sell, is it not?

19 A I don't have a copy of it in front of me. So I don't
20 know if that's the title of the document or not.

21 Q Okay. Can I ask you why it's not listed here as a
22 notice of default and election to sell? I'll represent to you
23 that date is a notice of default and election to sell.

24 A We have promulgated exceptions. We just fill in the
25 blanks, and that particular exception says a notice of default,

1 and we fill in the recording information.

2 Q Now, if this was a foreclosure sale --

3 And you understand about those; right?

4 A Uh-huh.

5 Q If this was a foreclosure sale and a notice of
6 default and election to sell had been recorded, would it look
7 different on this title report?

8 A No. It would look the same.

9 Q It looks the same as if it was a deed of trust?

10 A Yes.

11 Q Okay. And then we have a notice of foreclosure sale
12 recorded on February 26th of '14. That's the notice of sale;
13 right?

14 A Correct.

15 Q Okay. And then we have -- we have a dot. We have a
16 dot. It's not even an honorable mention here. It says, A dot
17 entitled foreclosure deed recorded April 17th of '14. Why
18 does it look like that?

19 A That's just the way the code's written. It happens
20 to have a dot instead of not a dot like the notice of
21 foreclosure.

22 Q But if there was a foreclosure deed from the trustee
23 sale on the first deed of trust, would it look the same way on
24 the document?

25 A If there was a trustee's deed recorded?

1 Q Yes, ma'am.

2 A The vesting would have changed on the title
3 commitment. We don't accept foreclosures of associations as
4 matters that we can insure. So therefore we just show the
5 effect of them.

6 Q So what you're saying is because you don't insure
7 them your title report looks as if it doesn't transfer title?

8 A That is correct.

9 Q So it's a -- at least pursuant to current law in the
10 state of Nevada, it is a misnomer of the current situation then
11 of the state of the title?

12 MS. SCHMITT: Objection, Your Honor. Seeking a legal
13 conclusion.

14 MR. CROTEAU: She's a title officer. She makes
15 commitments on these.

16 THE COURT: I'm going to overrule.

17 Go ahead.

18 THE WITNESS: The title commitment is written for us
19 to issue a title insurance policy. We are not willing to issue
20 a title insurance policy based on that deed. So therefore we
21 show the effect of it. So we may fly in the face of NRS in the
22 current law by doing it that way. It's just not something we
23 are willing to do.

24 BY MR. CROTEAU:

25 Q Okay. So this document doesn't accurately reflect

1 the current state of the title at least on the current state of
2 the law here in Nevada?

3 MS. SCHMITT: Objection, Your Honor. Calls for
4 speculation, and it's also a legal conclusion.

5 THE COURT: Why don't you rephrase your question.

6 MR. CROTEAU: Sure.

7 BY MR. CROTEAU:

8 Q Let me give you a hypothetical instead, okay? If the
9 community association sale was deemed to be a sale that was
10 acceptable to your title company as being sufficient to
11 transfer title, this report would look entirely different?

12 A This report would be different, yes.

13 Q Okay. What would it say? What would be different
14 about it? Tell me.

15 A Well, this report was written in 2015 --

16 Q Which is after SFR which is the current state of the
17 law, but please go ahead.

18 A Okay. The foreclosure deed, if we were --

19 Q I understand.

20 A -- to acknowledge it, that would be the vesting. We
21 would not have wiped out any of the deeds of trust or anything
22 else because we're not sure that you do wipe it out through a
23 foreclosure of an HOA.

24 Q Sorry. You're making a legal conclusion again.

25 A Yeah.

1 Q I'm not asking you to do that. I'm asking you if
2 this was a trustee's deed of sale and it foreclosed, what would
3 be the status of the \$740,000 if it, in fact, got wiped out?
4 How would that be shown?

5 A If it was a foreclosure of the trust deed or of the
6 homeowners lien or the association lien?

7 Q Trust deed. I'm giving you the hypothetical.

8 A Of the trust deed?

9 Q Yeah. Sure.

10 A The trustee's -- the trust deed would be gone. The
11 hazardous substance would be gone. The terms, conditions
12 probably -- the lease we'd probably leave in. The association
13 would've been wiped out through foreclosure if we gave them
14 proper notice. Treasurer's certificate holding real estate
15 would be gone.

16 Q U.C.C. would be gone, the financial --

17 A No. Because it recorded ahead of the deed of trust.
18 So it would still stay there.

19 Q The financing statement did?

20 A That's what it shows on the report.

21 Q It would have been done -- well, whatever.

22 A It shows it recorded December 16th, 2005. Deed of
23 trust recorded December 30th, 2005, based on the report.

24 Q Okay.

25 A The Silver State or the Republic Services lien would

1 still show because those don't get wiped out through
2 foreclosure, and the vesting would be vested in whoever the
3 purchaser at the foreclosure sale was.

4 Q Okay. All right. So given that understanding, if
5 the position of the title company were different and
6 acknowledged or the case law in the state of Nevada gets
7 settled and the sales are actually recognized, then my client
8 being Vegas United Investment Series 105 would be listed as the
9 record holder of title; correct?

10 A Correct.

11 Q Okay. And but for that, none of this would exist in
12 that fashion. I understand your point, and I understand your
13 direct opposition to that be that as it may. Okay.

14 Okay. So why, if I may, why does the title company,
15 your company that you work for, why are they still willing to
16 issue title insurance policies on subsequent foreclosures of
17 first deeds of trust when you, in fact, are aware in the record
18 that there's been a common interest community foreclosure sale
19 that's been closed and finished?

20 A All of this would've had to be resolved before we
21 issued the title insurance policy. That's what the commitment
22 is for. We wouldn't have just ignored it, but we would've had
23 to deal with it. We would've gone to your client in this case,
24 if that is the purchaser under the foreclosure deed, and tried
25 to get rid of him either by purchasing, paying off or quiet

1 title.

2 Q Okay. And this title report really doesn't reflect
3 that, does it?

4 A No, it does not because this was not -- we did not
5 have the purchase and sale agreement in our hand at the time it
6 was issued.

7 Q All right. So this is done for basically a purpose
8 of just showing the current layout of what the property looked
9 like?

10 A Correct.

11 Q From a title point of view?

12 A Correct.

13 Q Okay. Is there any problem with looking at the title
14 history on this case and seeing all the documents that have
15 been filed, the notice of default under lien assessment and so
16 forth. It's all right there; isn't it?

17 A It's all of public record, yes.

18 Q Okay. And counsel did ask you a fair amount -- well,
19 let's go to 47 for the sake of completeness. Did you have any
20 involvement in this particular preliminary report?

21 A No, sir.

22 Q All right.

23 MS. SCHMITT: Your Honor, this particular report is
24 prepared by Stewart Title. It's outside the scope of my
25 direct. The witness is a title officer at First American.

1 THE COURT: Well, I thought we were looking in to
2 Exhibit 11.

3 MS. SCHMITT: I'm sorry. I thought we were looking
4 at 47.

5 MR. CROTEAU: I just moved to 47.

6 THE COURT: Oh, well, shoot, I'm behind you then.

7 MR. CROTEAU: Sorry, Your Honor.

8 THE COURT: Okay. I was going to say she can't
9 comment about unless she worked at Stewart Title.

10 Did you ever work at Stewart Title?

11 THE WITNESS: No, ma'am.

12 THE COURT: Okay.

13 MR. CROTEAU: Well, I was assuming that they brought
14 her as an expert witness to at least testify in this matter,
15 but, well, she wasn't qualified as an expert. I'm not going to
16 say that.

17 THE COURT: I was going to say I didn't take it that
18 she was used as an expert witness.

19 MR. CROTEAU: No. No. That's fine. That's fine.

20 BY MR. CROTEAU:

21 Q You were never asked to review this document, ma'am?

22 A No.

23 Q Thank you. What other documents did you review in
24 this case for testimony today?

25 A I was requested to look at the assessor's parcel

1 numbers on the front of the deed of trust recorded in favor of
2 Celtic Bank to see if it was -- it morphed into our current
3 parcel number.

4 THE COURT: Counsel, you might want to move your
5 paper.

6 MR. CROTEAU: Oh, I'm sorry.

7 THE COURT: Well, it's just it's coming up on the
8 screens.

9 MR. CROTEAU: There's not a whole lot to
10 [unintelligible] there. So it's okay.

11 THE COURT: I'm just saying.

12 BY MR. CROTEAU:

13 Q All right. You're obviously familiar with the
14 recording of deeds, and I want to talk to you about APN
15 numbers, okay? You're familiar with the recording of deeds and
16 what's required by the recorder's office?

17 A I am.

18 Q Okay. Now, when a document is recorded, does it go
19 by a legal description or by APN?

20 A It actually goes by grantor, grantee.

21 Q Okay. But with regard to the -- okay. So it goes
22 grantor, grantee. And you follow the chain of title through, I
23 presume; right?

24 A Yes.

25 Q All right. What controls, the APN or the written

1 legal description?

2 A Written legal description.

3 Q Okay. If there's an error in the legal description,
4 a clerical error, fixable?

5 A Yes.

6 Q Not fatal for the document, is it?

7 A It depends on what the error is.

8 Q Well, presuming no one else has come in and made a
9 claim to it, and it's simply a clerical error that can be
10 corrected without affecting any third parties?

11 A You're correct.

12 Q Correctable error; correct?

13 A Yes.

14 Q All right. It doesn't invalidate a deed?

15 A Correct.

16 Q Okay. Isn't it true that from recording purposes you
17 need APN numbers; correct?

18 A Yes.

19 Q Which would be the parcel number and so forth, and is
20 there an independent review of the legal description by
21 somebody at the recorder's office?

22 A Typically, no.

23 Q Okay. So they file whatever you bring, so to speak,
24 provided you have the APN number on it, the address and
25 grantor, grantee?

1 A Correct.

2 Q And signatures of the assigning party?

3 A And it doesn't even need to have the property
4 address. It just has to have when-recorded-mail-to-address or
5 when-recorded-mail-tax-statement-to-address.

6 Q Okay. All right. All right. Now, hypothetically
7 speaking for your benefit, if there's a foreclosure sale or a
8 foreclosure sale happens, the deed is prepared, the APN number
9 is correct, the grantor-grantee is correct, the mail to is
10 correct, but there's some small error in the legal description,
11 fixable?

12 A Yes.

13 Q You would not say invalidate the sale. It's
14 impossible. We can't do this. Would you?

15 A No.

16 MR. CROTEAU: Okay. Thank you very much.

17 THE COURT: Redirect.

18 REDIRECT EXAMINATION

19 BY MS. SCHMITT:

20 Q Expanding on Mr. Croteau's example just now, would
21 title be vested, could title be transferred if there was an
22 incorrect legal description at that time?

23 A Transferred where? Transferred in the assessor's
24 office or legally?

25 Q Let's talk about both. Let's talk about in the

1 assessor's office.

2 A In the assessor's office, if there is an error in the
3 description, they may not pass the title on their website.
4 They'll show it as a comment document until it's corrected.

5 Q Okay. And so if that occurred -- we're still in the
6 same situation here. If that occurred, what would show? Would
7 the previous owner still remain as owner as reflected in the
8 assessor's records?

9 A Oh, yeah.

10 Q And would a prudent purchaser quickly remedy that
11 clerical error to ensure that the property is reflected
12 properly pursuant to the assessor's record?

13 MR. CROTEAU: Objection to the term "prudent," Your
14 Honor.

15 MS. SCHMITT: I'll take away prudent.

16 THE COURT: Okay. Why don't you rephrase.

17 BY MS. SCHMITT:

18 Q So, Ms. Skinner, you had just testified that the
19 assessor's office, that it wouldn't be reflected as a transfer
20 by the assessor's office, correct, if there was a clerical
21 error in the legal description?

22 A May I restate?

23 Q Please. Please do.

24 A The assessor will sometimes post by APN, which they
25 are absolutely not supposed to do. So sometimes even when

1 there is an error in a description they will change the
2 ownership on their website. If they do not change the
3 ownership, then the legal description shows up as a comment
4 document that needs to be corrected. It will be annotated with
5 their code for what's wrong with the document, maybe G for
6 grantor is wrong, L for legal is wrong, Z for zoning. So, yes,
7 to what you were speaking of. A purchaser of a property --
8 most purchasers I deal with, if it's not on the website within
9 a few weeks, they do call.

10 Q That's pretty standard based on your experience?

11 A Yes.

12 Q Thank you. Turning back to stipulated Exhibit
13 Number 3, can you please turn to Bates Number CB 0000361. It's
14 actually page 6.

15 A I'm there.

16 Q I'm sorry. Go one page before, 00360. Can you
17 please read Section 1.1A into the record for the Court.

18 A Master declaration. Master declaration shall mean
19 that certain declaration of protective covenants, conditions
20 and restrictions of record as recorded by American Pacific
21 Development Company, a Nevada corporation and applicable to the
22 real property together with certain other adjoining real
23 property and the terms and conditions of which are incorporated
24 herein by this reference.

25 Q After reviewing that, does that lead you to believe

1 that there are two separate -- two separate associations?

2 MR. CROTEAU: Objection. Lack of foundation.

3 THE COURT: I'm going to overrule. She can answer if
4 she understands.

5 THE WITNESS: I would have to review the record to
6 see if there is a master association, but we would go back and
7 look for one, yes.

8 BY MS. SCHMITT:

9 Q Okay. And I'll ask you another question. Just
10 actually turn to page 6, the next page, sorry, 361, Article II,
11 general declaration.

12 A Yes.

13 Q Can you read the first full sentence for me, please.

14 A Declarant hereby declares that all of the project,
15 including the real property, is hereby made subject to this
16 declaration and shall be conveyed, hypothecated, encumbered,
17 lease, occupied, built upon or otherwise used, improved or
18 transferred in whole or in part subject to this declaration and
19 the master declaration.

20 Q Would this, after reading this provision, would that
21 lead you to believe that there are two separate declarations
22 for this property?

23 A Yes.

24 Q Would this, after reading that, would this lead you
25 to believe that this document references the 1989 CC&Rs?

1 A I would say it references a master declaration. I
2 would have to review the record to see if it was the 1989.

3 Q Thank you. Turning back to Exhibit 28 and turning
4 back to the exceptions, CB 000120, Exception Number 7.

5 A Yes.

6 Q The 1994 -- I'm sorry. The first amendment, the 1994
7 first amendment is listed under Exception Number 7.

8 A Right.

9 Q Is that indicative of being an amendment to the
10 declaration that's included in Number 7?

11 A Yes.

12 Q If the 2004 CC&Rs were an amendment or an annexation
13 to the 1989 CC&Rs, would they have been listed like the first
14 amendment under Exception Number 7?

15 A Sometimes.

16 Q Sometimes.

17 A It depends on the -- the 2004 CC&Rs appear to be a
18 separate set of CC&Rs, not an amendment. There's no amendment
19 language in it. If it was a true amendment, we should have
20 shown it as a subitem to 7.

21 Q Okay. So being that the 2004 CC&Rs are listed as a
22 separate exception on this, on your policy, is it safe to --
23 fair to say that they are a separate declaration?

24 A In our opinion, yes.

25 Q And that they don't amend or -- they were not an

1 amendment or an annexation to the 1989 CC&Rs?

2 A In our opinion, yes. First American's opinion, yeah.

3 MS. SCHMITT: Thank you.

4 Your Honor, could I have 1 second.

5 THE COURT: Sure.

6 MS. SCHMITT: Actually, 15 seconds.

7 THE COURT: Okay.

8 MS. SCHMITT: Your Honor, I have no further
9 questions.

10 THE COURT: Recross.

11 MR. CROTEAU: Real quick.

12 RECROSS-EXAMINATION

13 BY MR. CROTEAU:

14 Q Ms. Skinner, let's discuss the legal effect -- and I
15 say legal effect, the effect of the assessor not putting on the
16 website the recognition of a transfer of ownership. Does that
17 have any legal effect if that's not on the website?

18 A No.

19 Q Okay. What is the legal effect for recording in the
20 state of Nevada, to the extent that you know based upon what
21 you do for the title company?

22 A I'm sorry. Could you rephrase.

23 Q Sure. What is the document that is required legally
24 to transfer ownership? Where's that recorded? The legal
25 recording if you will, what's the place that matters?

1 A The recorder's office, Clark County Recorder.

2 Q Right. That's it; correct?

3 A Yes.

4 Q The assessor's office is a custodian of records; is
5 that a fair statement?

6 A Yes.

7 Q All right. And if they choose not to put something
8 on the website, it doesn't change ownership, does it?

9 A That's correct.

10 Q If they fail to change the name on the website as to
11 who owns the property, is there any legal significance that
12 you're aware of to that failure?

13 A It sometimes means that you're in parcel map
14 violation, but other than that, no.

15 Q Okay. All right. But it's not going to affect your
16 ownership, fair statement?

17 A No.

18 MR. CROTEAU: All right. Thank you.

19 THE COURT: All right. You may step down. Thank
20 you.

21 THE WITNESS: Thank you.

22 MR. CROTEAU: What do you want to do?

23 THE COURT: Okay. Next witness.

24 (Pause in the proceedings)

25 MS. NOTO: We're going to call --

1 MR. CROTEAU: By the way, may I just say no? He's
2 not being disrespectful. My client's got a heart pace -- he's
3 got a pacemaker.

4 THE COURT: Okay.

5 MR. CROTEAU: He's running at about 20 percent of his
6 heart rate, and he's got these pills that keep him going to the
7 bathroom a lot. So I --

8 THE COURT: Okay. I understand.

9 MR. CROTEAU: Well, I just don't want to be
10 disrespectful. I'll go see where he is.

11 THE COURT: Okay. Who's the next --

12 MR. CROTEAU: She's calling him.

13 MS. NOTO: We're going to call Mr. Schmidt in our
14 case in chief.

15 THE COURT: Okay.

16 (Pause in the proceedings)

17 MR. CROTEAU: I regret to tell the Court. I can't
18 find him.

19 THE COURT: You can't find him?

20 MR. CROTEAU: I don't know where he is. He's not
21 afraid. He is ready to testify. I don't know where he is,
22 Your Honor.

23 THE COURT: What do you want to do? Do you want to
24 wait until tomorrow morning -- I mean tomorrow afternoon.

25 MR. CROTEAU: Well, we had talked. I've got two

1 witnesses coming. We've agreed to take them out of order only
2 because I've previously arranged them.

3 THE COURT: But we're still in her case in chief. I
4 mean --

5 MR. CROTEAU: And I'm agreeing to stipulate that she
6 can take him [unintelligible], do whatever. It doesn't matter.
7 So whatever.

8 MS. NOTO: You know, obviously I can't do it now, but
9 we were a half an hour late starting, and now his witness isn't
10 here. I've lost an hour's worth of trial.

11 THE COURT: I agree.

12 MS. NOTO: And it's extremely frustrating, and it
13 doesn't keep my case moving, but if he's not here, what am I
14 going to do?

15 MR. CROTEAU: I don't know where he is. Look, he's a
16 sick man. I mean, with all due respect, he's a sick man. I
17 don't know where he is. I don't know if he went outside to get
18 some air. I have no clue, and he's really very sick. He's on
19 a heart-transplant list right now, and believe it or not, I
20 know he looks better than what he is but he's not. So he was
21 running around with an external defibrillator that was going
22 off, and they finally inserted one in his body just recently.
23 So it's not like he's insignificantly impaired. I don't know.

24 MS. NOTO: I would like to call him then first thing
25 tomorrow.

1 MR. CROTEAU: Whatever. That's fine.

2 THE COURT: 1:00 o'clock.

3 MR. CROTEAU: That's fine. And I'll reserve my cross
4 of him until the end of my case. So we'll just do it that way.
5 I don't care.

6 THE COURT: Okay. Well, we'll start him at
7 1:00 o'clock?

8 MS. NOTO: Very good, Your Honor. Thank you.

9 MR. CROTEAU: Fine.

10 THE COURT: Okay. But I have to agree. I mean, we
11 were supposed to start at 9:30, and here we are -- I mean, I
12 like to give you guys full days if I can.

13 MS. SCHMITT: Oh, Your Honor, a housekeeping issue.
14 Our witness has --

15 Do you mind?

16 -- has his own medical issues, that he needed to get
17 back home on Friday for. Would we be able to move forward on
18 Friday without our corporate representative here?

19 THE COURT: Absolutely. I don't care. I'm fine with
20 that. I understand.

21 MR. CROTEAU: You have time for us Friday, Your
22 Honor, to finish.

23 THE COURT: Pardon me?

24 MR. CROTEAU: You have time for us to finish if we
25 have to roll over on Friday.

1 MS. SCHMITT: I believe we had that day.

2 MR. CROTEAU: I thought we had two days actually, but
3 I'm not sure.

4 MS. SCHMITT: Oh.

5 MR. CROTEAU: I'm just trying to verify.

6 THE COURT: I've got it through Friday.

7 MR. CROTEAU: Okay. Good. That's fine.

8 THE COURT: Yeah. I've got Wednesday, Thursday,
9 Friday.

10 MR. CROTEAU: Frankly, I don't think we should be
11 that long, but --

12 THE COURT: Now, I can't start you on Monday.

13 MR. CROTEAU: No. No. No. No. There is no Monday.

14 THE COURT: Okay. I'm just saying.

15 MR. CROTEAU: What time is Friday if we go?

16 THE COURT: 8:30.

17 (Proceedings recessed for the evening 4:39 p.m.)

18 -oOo-

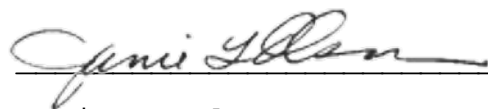
19 ATTEST: I do hereby certify that I have truly and correctly
20 transcribed the audio/video proceedings in the above-entitled
21 case.

22

23

24

25


Janie L. Olsen
Transcriber

| | | | | |
|---|---|--|---|--|
| | 205/13 207/2 209/11 210/18 210/22 211/1 211/5 211/9 211/12 211/17 211/20 211/25 212/5 212/15 213/1 213/3 213/9 213/21 213/24 214/2 214/5 214/7 214/10 214/13 214/15 | \$ | 1 | 126/7 150/11 151/12 168/14 172/23 |
| BY MR. CROTEAU: [61] 48/23 49/9 50/1 51/3 52/2 52/18 54/16 56/4 59/6 61/19 64/4 66/3 69/22 71/8 72/4 79/13 80/16 82/23 83/14 84/1 86/11 86/20 87/17 89/13 90/6 90/19 92/24 95/17 96/17 98/21 99/23 102/3 105/3 106/8 114/21 116/12 116/22 118/22 120/19 122/15 122/23 123/19 125/8 128/21 136/24 138/22 139/19 141/11 162/22 164/18 166/3 170/1 175/11 181/15 186/20 188/7 196/24 197/7 201/20 202/12 209/13 | MR. SCHMIDT: [2] 109/20 109/23 MS. NOTO: [82] 3/6 3/12 4/2 8/13 8/16 8/18 8/20 14/4 18/8 18/13 18/22 18/24 29/1 29/16 39/19 48/4 50/13 51/6 51/11 51/14 51/18 54/3 55/10 65/20 80/10 85/21 86/13 87/10 89/4 89/8 96/10 101/16 104/25 106/2 106/11 107/2 107/5 107/9 107/22 107/24 108/22 109/11 109/15 109/17 110/11 113/24 114/13 116/14 118/17 120/11 122/4 125/4 136/19 138/20 143/25 144/3 144/6 144/10 144/14 144/16 145/2 145/5 145/7 145/20 152/23 153/3 153/9 153/11 163/12 163/15 165/23 181/13 186/10 186/12 186/14 186/16 210/25 211/13 212/8 212/12 212/24 213/8 | \$ \$15,669.03 [1] 142/14 \$18,281.67 [1] 8/7 \$200,000 [2] 57/11 57/12 \$30,000 [4] 7/20 11/19 119/12 119/15 \$358,734 [1] 11/21 \$450,000 [3] 57/20 58/1 58/1 \$525,196.24 [1] 24/15 \$740,000 [1] 198/3 \$748,000 [2] 5/11 158/14 ' '04 [5] 176/14 185/6 186/9 186/11 186/12 '04 one [1] 186/9 '05 [2] 70/9 71/17 '06 [3] 69/24 74/12 135/18 '09 [1] 74/25 '11 [10] 77/2 77/21 78/4 78/10 87/19 88/10 88/16 89/25 123/7 194/13 '11, [1] 91/3 '11, yes [1] 91/3 '13 [2] 123/22 123/24 '14 [16] 106/10 118/8 119/11 119/18 123/15 125/3 125/10 126/5 133/6 133/10 133/19 134/10 134/14 138/18 195/12 195/17 '15 [1] 138/19 '89 [6] 101/4 101/5 169/7 172/23 173/8 180/21 '89 CC [1] 169/7 '91 [3] 101/23 101/25 102/1 '94 [1] 187/10 '94 CC [1] 187/10 - -oOo [1] 214/18 . .170 [1] 34/10 0 0 degrees [1] 100/17 0000361 [1] 206/13 0000482 [1] 5/22 000120 [2] 158/5 208/4 000122 [1] 158/13 000145 [1] 151/18 000156 [1] 152/12 0001572 [1] 6/4 0002937 [1] 5/19 00122 [1] 159/1 00360 [1] 206/16 00891 [1] 7/25 0346 [1] 82/19 071 [1] 133/13 | 1 for [1] 31/11 1 to [1] 184/17 1, please [1] 100/25 1-59 [1] 4/13 1.18 [1] 110/18 1.1A [1] 206/17 1/18 [1] 69/24 1/23 of [2] 71/22 74/12 10 [4] 19/9 27/23 28/24 79/2 10.2 [5] 45/15 45/16 45/17 111/10 112/10 10.3 [2] 46/7 113/11 10/14 [1] 88/16 10/14 of [1] 91/3 10/20 [1] 89/25 10/24 [1] 6/13 10/24/11, the [1] 85/1 10/24/1994 [6] 7/11 13/25 14/12 29/20 42/24 43/5 10/24/1994 in [1] 27/7 10/24/1994 that [1] 44/4 105 [6] 1/8 3/8 3/17 130/10 136/11 199/8 107 [1] 192/5 107.03 [1] 112/20 10:57 a.m [1] 48/13 11 [4] 123/10 158/13 189/18 201/2 11.03 [1] 34/23 11/9 of [1] 74/25 1103 [1] 104/10 111.325 [1] 15/23 112 [1] 166/14 113 [1] 166/23 116 [65] 6/11 14/1 14/18 15/6 16/6 16/17 27/4 32/24 34/19 45/10 54/1 54/21 54/25 80/18 80/25 81/5 87/8 87/14 94/25 101/11 101/14 102/8 102/9 102/12 103/10 104/22 104/24 105/25 106/10 106/13 107/16 108/3 108/4 108/6 108/7 108/15 108/18 108/25 109/3 109/9 109/18 110/9 111/24 113/19 114/11 118/1 118/2 120/4 120/9 124/16 124/18 124/19 128/4 134/10 140/21 163/3 163/25 164/4 164/11 164/19 165/1 166/21 185/15 185/21 185/23 116.3116 [2] 111/19 112/21 116.31168 [2] 111/20 112/21 116s [1] 185/22 11:14 a.m [1] 48/13 11:55 a.m [1] 79/5 11th [11] 8/2 12/20 31/23 32/1 32/3 101/6 | 126/7 150/11 151/12 168/14 172/23 12 [12] 25/14 36/1 70/24 80/3 81/1 81/3 81/18 85/16 93/1 147/5 193/3 193/11 12/26 [1] 123/23 12/26 of [1] 123/22 12/30 [2] 70/9 71/13 12/30 of [1] 71/17 12/31/2008 forward [1] 29/22 120 [4] 67/23 117/4 117/6 192/25 13 [2] 56/3 152/6 13th [2] 126/22 134/4 14 [19] 6/24 36/19 60/2 88/16 105/10 105/11 105/11 105/11 105/12 105/25 117/13 117/14 120/5 123/22 160/22 193/10 193/13 193/21 194/17 14th [2] 7/7 10/9 15 [12] 19/22 40/8 40/11 46/13 48/12 133/1 133/3 144/7 152/25 156/4 179/21 209/6 15 percent [1] 173/16 154 [1] 134/21 155 [1] 135/7 156 [1] 136/4 16th [1] 198/22 17 [2] 7/21 118/23 170 [1] 110/9 172 [2] 137/6 137/11 174 [1] 141/3 17815511042 [1] 125/24 17th [2] 136/15 195/17 18 [10] 4/16 5/8 24/7 69/24 71/19 71/25 99/4 99/6 120/13 176/14 18,000 [1] 39/7 18,281.67 [1] 39/7 181 [4] 5/15 20/8 27/16 157/5 18th [2] 44/22 160/23 19 [7] 37/16 99/11 99/19 99/19 99/24 124/10 194/2 1986 [1] 174/10 1986-1 [1] 177/7 1989 [37] 10/2 14/17 15/6 31/21 32/3 33/5 101/1 102/5 108/14 109/2 110/13 110/14 110/18 111/3 160/21 161/13 161/23 162/6 162/7 168/14 169/16 169/18 170/2 171/19 177/21 178/1 178/21 180/14 186/21 187/11 187/17 188/22 193/1 207/25 208/2 208/13 209/1 198909110000173 [1] 33/9 |
| BY MS. NOTO: [12] 19/2 21/6 23/3 29/2 29/7 29/17 31/16 39/22 144/20 145/21 149/23 151/1 | BY MS. SCHMITT: [6] 154/9 158/6 160/16 204/19 205/17 207/8 | MR. CROTEAU: [151] 3/5 3/16 3/21 4/22 17/15 17/17 18/10 21/2 48/7 48/10 48/21 49/6 49/14 49/17 49/21 49/24 50/15 50/20 50/23 50/25 51/2 51/10 51/17 51/20 52/1 52/12 52/15 52/17 54/9 58/24 59/1 61/17 65/24 69/19 71/5 71/7 71/25 78/21 79/3 79/12 82/22 83/23 85/20 85/23 86/3 86/6 89/7 89/11 90/15 90/17 91/15 91/25 92/10 92/17 92/21 98/17 99/9 99/12 99/15 99/20 99/22 101/19 101/22 101/24 102/2 106/7 106/23 107/18 107/23 109/5 109/8 109/13 109/16 110/1 110/4 111/9 111/13 112/10 113/23 114/20 116/7 116/10 116/21 118/20 120/14 122/12 123/11 123/13 123/17 125/7 128/6 128/16 128/20 143/19 145/8 145/11 145/15 145/17 149/19 153/18 160/12 162/20 163/8 163/19 164/2 164/7 164/10 164/13 164/17 169/22 169/24 175/10 186/8 186/11 186/13 186/18 188/6 196/14 197/6 201/5 201/7 201/13 201/19 202/6 202/9 204/16 | MS. SCHMITT: [25] 4/15 4/20 4/24 5/3 5/6 5/8 106/24 107/6 110/2 153/23 158/4 162/17 163/5 188/1 196/12 197/3 200/23 201/3 205/15 209/3 209/6 209/8 213/13 214/1 214/4 THE CLERK: [2] 18/18 154/3 THE COURT: [225] THE WITNESS: [54] 18/20 21/4 22/24 23/2 29/6 29/14 39/20 48/19 51/1 51/23 54/12 55/15 59/5 64/1 69/21 72/2 79/10 83/16 83/18 86/9 86/15 87/13 90/4 90/13 90/16 90/18 96/12 96/15 98/20 106/5 106/18 106/21 116/2 116/8 116/11 122/8 122/13 122/21 128/9 128/13 136/22 139/14 141/7 143/22 149/22 150/21 153/21 154/5 166/1 169/25 196/18 201/11 207/5 210/21 UNIDENTIFIED SPEAKER: [1] 164/8 | |

| | | | | | | | | |
|--|--|---|--|---|--|--|--|--|
| 1 1991 [4] 14/2 101/14 101/21 102/12 1994 [27] 6/13 7/11 13/25 14/7 14/12 15/20 29/20 30/2 33/11 42/24 43/5 43/11 108/13 171/20 177/21 178/1 182/14 183/1 183/13 186/21 187/11 187/18 188/22 193/15 193/17 208/6 208/6 19940240000285 [6] 6/14 6/19 7/12 27/8 29/21 42/25 199410240000285 [2] 6/23 30/19 19th [1] 140/17 1:00 [1] 79/2 1:00 o'clock [3] 145/14 213/2 213/7 1:17 p.m [1] 79/5 1st [6] 137/18 137/23 138/18 144/24 145/22 145/23 | 122/18 20131226 [1] 7/25 2014 [30] 7/5 7/19 7/21 11/4 11/15 12/8 12/14 37/23 37/24 40/24 41/13 46/17 46/19 47/21 47/25 59/25 80/9 117/18 125/14 134/4 136/15 137/18 137/23 140/23 144/24 144/25 145/23 145/24 147/1 160/23 20140417-000-3282 [1] 136/16 2015 [28] 8/2 8/5 8/9 12/20 24/18 36/22 37/24 40/2 58/18 58/23 79/15 121/13 121/14 122/3 124/17 125/16 125/22 126/11 126/22 141/2 141/4 150/11 150/17 151/12 157/8 166/15 166/20 197/15 2016 [1] 8/11 2017 [2] 1/13 3/1 21 [5] 58/25 59/3 106/10 123/15 134/10 21st [13] 7/19 11/15 26/3 36/8 41/13 46/19 80/8 85/5 85/11 87/19 140/23 145/24 148/16 22 [3] 38/5 125/19 149/24 23 [6] 11/15 16/14 78/4 88/10 119/9 126/8 233 [1] 130/23 23rd [9] 5/21 6/7 7/7 22/13 135/18 158/21 166/20 167/5 194/13 24 [4] 6/1 6/13 126/20 194/12 24th [2] 9/7 84/19 25 [3] 38/22 77/21 127/6 25th [1] 78/10 26 [11] 7/5 7/23 39/11 39/18 40/24 46/17 123/23 127/9 127/9 130/23 133/10 268 [1] 131/5 26th [1] 195/12 27 [1] 186/6 278 [1] 110/9 278A [1] 34/10 278A.170 [4] 45/12 103/6 111/15 185/16 27A [1] 34/10 28 [9] 133/11 156/13 160/17 161/21 162/6 165/5 166/14 192/16 208/3 29 [1] 4/11 29th [2] 8/5 126/11 2:54 p.m [1] 153/5 2nd [1] 24/17 | 3/21 [3] 106/10 123/15 134/10 3/21 of [7] 117/18 118/8 119/11 119/18 123/7 125/3 126/5 3/21/14 [2] 105/25 120/5 3/21/14 sale [1] 79/24 30 [3] 70/9 70/24 71/13 300 [1] 131/6 30th [13] 5/20 12/14 58/18 58/23 70/20 71/3 79/15 121/13 121/14 122/3 138/19 141/1 198/23 31 [1] 154/19 311 [2] 148/15 148/16 312 [1] 93/1 313 [1] 148/15 314 [1] 148/15 315 [1] 148/15 316 [4] 148/15 148/16 149/5 149/6 31st [3] 14/3 101/21 102/12 321 of [1] 123/10 3282 [1] 136/16 34 [4] 142/10 142/11 154/22 154/23 340 [5] 82/4 84/21 89/23 131/7 133/14 345 [1] 138/23 346 [2] 82/22 91/6 353 [1] 125/15 356 [3] 110/6 114/23 188/8 36 [1] 41/20 361 [1] 207/10 375 [2] 111/9 115/3 38 [6] 70/14 70/16 98/10 99/8 99/11 99/15 386 [1] 170/8 39 [7] 98/23 99/6 99/8 99/9 99/17 99/24 100/13 390 [1] 190/17 3:00 [2] 143/23 143/24 3:00 and [1] 144/12 3:00 o'clock [2] 144/11 144/17 3:16 p.m [1] 153/5 3rd [1] 150/16 | 434 [1] 170/9 435 [1] 172/1 439 [1] 172/2 450 [1] 48/2 46 [1] 77/18 47 [9] 134/1 134/3 141/3 151/15 151/17 186/7 200/19 201/4 201/5 48 [1] 134/21 4:39 p.m [1] 214/17 4th [2] 8/10 193/4 | 5 5, okay [1] 98/8 5, please [1] 98/7 50 [3] 137/17 138/23 144/21 52 [1] 99/21 53 [7] 89/14 89/16 136/15 140/1 140/18 152/16 152/17 54 [4] 90/8 90/10 90/12 90/14 55 [3] 136/6 152/7 152/12 56 [1] 41/20 58 [1] 100/17 59 [3] 4/11 4/13 90/25 5:00 [1] 144/15 5th [3] 5/23 8/9 40/2 | 6 6.7 [1] 112/20 6/11 of [1] 125/22 60 [9] 45/24 46/10 46/19 93/18 113/4 113/14 115/13 117/5 117/6 60-day [1] 114/8 60-days [1] 16/10 600s [1] 23/24 6th [10] 37/24 37/24 101/5 101/7 101/8 102/5 124/17 124/17 125/13 125/16 | 7 7 lists [1] 160/20 70 [1] 11/17 700,000 [1] 23/24 740 [1] 23/24 75 percent [5] 53/3 53/12 54/22 55/9 56/16 762267 [1] 156/18 7A [3] 64/12 64/13 64/13 | 8 8 of [1] 112/20 8 percent [2] 11/21 16/22 8.09 [3] 33/15 33/18 33/24 8/23 [3] 78/4 88/10 119/9 8/23 of [1] 77/2 8/23/2011 [1] 27/20 8/25 [1] 77/21 | 809 [1] 103/2 8:30 [1] 214/16 |
| 2 2/21/14 [1] 60/2 2/21/14 sound [1] 60/4 2/26 [1] 133/10 20 [9] 24/9 89/25 100/12 117/2 118/5 155/21 158/14 159/4 194/2 20 percent [1] 211/5 2001 [1] 8/22 2004 [30] 10/3 16/8 16/9 44/22 109/8 110/1 110/12 111/4 114/2 114/6 114/10 161/18 161/22 162/3 162/8 169/5 178/3 178/22 180/14 180/19 180/25 186/17 186/21 187/12 187/23 193/4 193/13 208/12 208/17 208/21 2005 [12] 5/11 5/20 69/25 70/3 70/5 70/20 70/24 71/3 71/13 98/11 198/22 198/23 20051230 [1] 5/18 2006 [7] 4/16 5/8 5/21 22/14 71/22 135/21 158/21 20060123 [1] 5/21 2008 [1] 5/23 2009 [9] 6/1 6/6 9/7 20/21 59/19 75/3 75/13 76/15 135/14 20091109 [1] 6/4 2011 [18] 6/7 6/24 7/7 7/8 10/7 10/9 10/15 26/3 27/20 36/8 84/19 85/5 85/12 86/23 87/7 146/21 148/17 194/17 2012 [2] 85/8 85/10 2013 [6] 7/23 11/2 61/23 61/23 62/15 | 3 3 in [1] 63/1 3/18 [1] 176/14 | 4 4, Your [1] 61/17 400 [7] 48/2 58/1 82/4 84/21 89/23 131/7 133/14 400,000 [1] 57/20 418 [1] 78/6 419 [3] 33/18 78/9 103/2 42 [1] 100/17 420 [1] 78/9 421 [3] 78/10 104/11 104/11 424 [1] 78/12 43 [5] 82/18 82/22 91/5 116/10 116/13 | | | | | | |

077

| | | | | | |
|----------|---|--|--|---|--|
| A | 192/2 192/8 203/24 204/4 204/4 204/5 access [4] 15/16 73/11 76/1 134/6 accompanying [1] 59/8 accordance [3] 6/10 27/3 140/21 According [2] 93/6 157/5 account [1] 25/24 accounting [1] 142/7 accurate [4] 53/5 70/1 72/6 190/1 accurately [1] 196/25 acknowledge [2] 120/3 197/20 acknowledged [2] 88/18 199/6 acquire [3] 20/20 22/20 75/12 acquired [5] 17/18 23/9 35/15 74/23 90/21 acquires [1] 8/25 acreage [2] 173/22 178/2 acres [2] 173/16 174/19 across [1] 81/6 act [7] 45/10 55/1 55/2 55/20 55/23 110/8 185/15 acted [3] 53/2 69/12 129/24 action [6] 24/2 35/5 35/11 55/19 56/21 112/14 actions [1] 24/5 active [1] 169/14 actual [6] 15/7 15/9 16/11 129/13 140/25 161/24 actually [28] 4/24 11/13 13/20 13/21 23/25 40/17 55/16 64/24 64/24 65/14 74/24 91/16 99/12 104/7 106/16 108/1 128/4 128/16 143/13 182/12 185/20 194/17 199/7 202/20 206/14 207/10 209/6 214/2 ad [1] 144/25 adamant [1] 94/14 add [1] 129/11 added [2] 31/11 100/15 addition [1] 4/7 address [44] 5/16 7/2 7/16 11/11 16/22 82/4 82/8 82/9 82/10 82/11 84/20 84/23 87/20 89/19 92/3 96/23 97/8 97/11 98/25 110/11 127/2 131/5 131/6 131/7 131/9 131/10 131/11 131/14 131/18 132/3 132/10 132/14 132/15 132/17 133/15 137/21 191/1 191/21 | 204/4 204/4 204/5 addressed [2] 148/19 148/22 addresses [3] 131/25 190/16 190/24 adhere [1] 62/24 adjoining [1] 206/22 administer [1] 64/25 administration [2] 61/2 66/22 admission [2] 4/4 92/8 admitted [4] 2/15 4/12 4/13 91/24 adopted [1] 102/12 advancement [2] 129/9 129/12 advised [5] 10/22 11/25 12/15 13/21 25/7 advising [2] 10/16 123/3 affect [11] 25/23 35/6 35/12 94/10 94/11 94/21 95/5 139/21 139/22 148/11 210/15 affected [2] 155/6 173/23 affecting [1] 203/10 affects [1] 139/24 affidavit [2] 77/21 133/12 affirmative [1] 10/19 aftermentioned [1] 113/10 aforsaid [1] 46/5 afraid [1] 211/21 after [50] 11/5 11/6 11/15 11/16 11/23 13/12 16/14 28/11 28/15 32/23 39/8 39/16 40/3 40/10 41/2 46/10 55/17 55/20 56/1 62/12 62/22 67/18 75/7 79/2 90/21 100/15 102/19 117/25 118/5 120/2 120/4 121/2 121/13 123/4 124/15 125/3 126/5 126/7 131/6 132/8 132/16 134/13 141/9 141/14 145/24 147/1 197/16 206/25 207/20 207/24 afternoon [7] 126/12 145/15 154/10 154/11 162/23 162/24 211/24 again [32] 4/18 8/20 28/2 33/3 38/15 46/13 48/17 51/1 52/16 55/4 55/10 74/4 74/12 79/8 82/20 83/22 94/13 95/15 96/11 97/13 105/6 114/18 116/7 116/14 125/16 134/9 141/6 144/24 147/5 153/15 160/23 197/24 against [8] 10/1 16/9 21/24 42/18 68/23 104/23 104/24 160/19 agent [4] 6/8 10/7 27/1 | 119/10 ago [2] 5/1 82/17 agree [13] 56/8 61/4 68/8 79/23 80/7 84/25 85/23 118/3 138/24 145/23 183/20 212/11 213/10 agreed [6] 5/10 6/16 27/11 79/25 106/12 212/1 agreeing [3] 118/3 120/4 212/5 agreement [3] 163/18 174/17 200/5 Ah [1] 164/25 ahead [31] 5/7 21/10 29/18 48/11 48/15 54/8 54/11 55/14 71/9 86/14 96/11 106/17 107/7 107/10 114/14 114/19 116/1 120/18 122/7 139/1 142/19 144/2 144/18 145/19 152/24 153/1 164/16 165/24 196/17 197/17 198/17 air [1] 212/18 all [235] alleged [1] 9/4 alleges [1] 5/14 alleging [1] 132/16 allonge [1] 22/21 allow [5] 14/21 50/14 62/21 88/3 148/2 ALLYSON [4] 1/16 3/12 8/20 176/23 almost [2] 142/22 145/7 along [4] 75/21 92/21 94/8 121/4 already [9] 75/7 91/12 92/7 100/25 102/5 122/16 146/14 152/13 193/6 also [40] 3/14 6/12 8/25 9/3 9/17 9/24 10/16 11/19 12/8 12/9 15/14 15/19 15/23 15/24 16/7 16/8 19/25 27/2 27/6 31/5 42/8 45/19 46/21 76/18 79/23 89/4 90/8 92/9 94/22 101/4 105/24 110/18 111/14 111/20 141/4 147/1 167/7 171/14 183/23 197/4 ALTA [1] 167/9 alternative [2] 15/7 114/4 although [1] 12/24 always [2] 63/13 66/16 am [29] 20/4 29/5 29/6 30/16 33/23 35/25 36/5 43/22 44/14 50/23 50/23 52/3 54/7 69/13 80/6 98/17 103/4 107/7 124/21 150/1 157/2 164/20 165/5 165/7 175/23 182/10 193/15 202/17 212/13 | amend [7] 10/5 32/12 111/6 111/6 161/22 173/19 208/25 amended [3] 108/14 110/5 187/17 amendment [38] 6/20 14/12 14/17 15/5 32/20 33/11 70/11 70/12 108/14 109/9 109/13 109/14 162/2 169/6 171/20 173/9 174/14 175/12 176/10 176/14 177/21 177/25 179/22 180/21 182/14 183/14 187/12 193/16 193/17 208/6 208/7 208/9 208/12 208/14 208/18 208/18 208/19 209/1 amendments [7] 6/14 7/14 27/9 31/18 32/19 43/2 193/1 amends [3] 31/20 110/13 175/1 America [1] 158/19 American [17] 9/19 44/19 154/14 154/15 154/18 155/1 155/17 156/3 177/4 181/2 181/5 181/12 181/18 182/9 190/10 200/25 206/20 American's [1] 209/2 amount [13] 8/6 24/14 39/5 41/3 48/2 56/25 57/16 62/12 69/11 69/11 119/12 129/6 200/18 amounts [4] 23/17 34/3 55/17 103/15 Ampac [10] 32/3 32/15 33/6 170/14 170/15 172/17 172/23 173/15 173/19 175/1 analogize [1] 50/16 analogy [1] 57/24 analysis [3] 50/18 55/25 76/10 analytics [1] 19/25 annexation [3] 178/19 208/12 209/1 annexations [2] 6/15 27/9 annexed [1] 175/14 annotated [1] 206/4 another [15] 59/20 97/14 117/2 121/8 125/13 131/20 132/11 139/10 142/19 147/2 149/17 156/24 178/2 190/9 207/9 answer [16] 54/15 63/24 96/11 106/4 120/2 120/18 122/11 136/21 139/11 139/13 165/24 181/14 183/2 183/4 183/5 207/3 answered [6] 65/25 66/14 96/10 113/21 143/17 168/22 | answering [2] 57/4 122/13 answers [1] 91/12 anticipate [2] 157/22 168/8 any [126] 6/14 7/13 14/19 14/21 14/21 16/12 18/7 20/25 21/20 21/24 21/25 21/25 22/2 24/2 24/5 25/1 25/6 26/7 26/7 27/8 29/24 32/23 34/7 34/18 35/4 35/5 35/7 35/8 35/10 35/13 35/15 35/15 35/16 35/18 35/19 35/21 37/2 42/17 43/2 43/4 44/8 46/1 46/9 46/9 47/4 47/5 47/7 47/8 47/9 47/10 47/14 47/15 47/18 47/18 52/21 55/16 55/17 56/14 58/12 60/17 68/14 72/18 74/5 79/23 81/5 81/14 87/6 90/20 90/22 93/3 96/1 100/19 102/8 103/5 103/19 105/4 111/21 112/4 112/15 112/22 113/5 114/7 115/15 119/23 120/9 129/10 131/19 132/9 132/13 132/21 134/6 139/1 141/24 142/7 142/15 142/17 143/10 147/23 155/16 158/11 158/23 159/25 160/5 160/18 162/2 166/4 166/5 166/10 167/18 172/8 172/11 177/20 179/3 179/10 180/13 184/16 189/7 190/4 190/6 192/7 197/21 200/13 200/19 203/10 209/17 210/11 anybody [6] 92/25 118/18 135/21 140/8 140/9 165/16 anyone [1] 58/9 anyone [1] 25/4 anything [39] 34/13 38/13 45/20 45/22 51/18 67/1 67/4 79/25 81/21 81/23 93/2 100/20 107/16 112/23 115/6 115/11 121/3 128/8 128/9 131/18 131/19 132/8 132/16 141/13 141/13 142/1 143/14 143/16 152/20 152/23 166/6 169/9 177/12 180/19 180/21 181/23 182/6 182/25 197/21 anyway [1] 114/17 anywhere [1] 34/19 anywise [1] 150/24 APN [10] 96/19 97/12 190/2 202/14 202/19 202/25 203/17 203/24 204/8 205/24 |
|----------|---|--|--|---|--|

| | | | | |
|--|---|--|--|---|
| <p>A</p> <p>APNs [2] 189/25 190/1</p> <p>apologies [5] 52/12 64/1 90/15 105/11 151/10</p> <p>apologize [29] 3/21 3/24 44/2 49/14 49/17 52/15 70/12 70/22 70/25 78/22 79/3 79/14 94/13 98/17 109/23 114/16 116/8 121/11 122/12 123/7 123/15 127/12 136/4 145/18 153/12 175/10 175/23 186/19 190/11</p> <p>appear [7] 31/9 37/20 70/7 136/17 162/2 181/7 208/17</p> <p>APPEARANCES [1] 1/15</p> <p>appeared [2] 97/18 130/4</p> <p>appears [22] 20/15 22/11 24/13 38/8 71/21 71/23 74/11 74/22 75/1 76/21 78/5 84/19 98/13 100/15 101/3 117/20 120/22 136/8 136/22 175/16 180/4 190/2</p> <p>appertaining [1] 150/24</p> <p>applicable [3] 46/4 112/17 206/21</p> <p>applied [1] 108/8</p> <p>applies [2] 17/5 21/13</p> <p>apply [11] 101/15 102/20 107/16 108/3 108/10 108/16 108/24 113/2 113/15 113/19 132/22</p> <p>appointed [2] 119/6 119/7</p> <p>appraisals [1] 47/23</p> <p>appreciate [8] 64/5 70/21 91/18 110/4 124/22 133/2 172/11 183/18</p> <p>approach [3] 163/11 163/13 169/22</p> <p>appropriately [1] 76/9</p> <p>approval [1] 141/18</p> <p>approximately [10] 11/21 19/9 19/22 42/5 57/20 93/18 122/18 133/7 133/8 133/21</p> <p>appurtenances [1] 150/23</p> <p>April [17] 7/21 8/10 12/14 58/18 58/23 79/15 85/6 85/10 121/12 121/14 122/2 133/6 133/19 136/15 138/19 141/1 195/17</p> <p>April 17 [1] 7/21</p> <p>are [161] 4/1 4/7 4/12 4/14 4/25 6/18 8/21 9/25 10/4 10/11 12/24 15/5 16/8 16/13 17/21</p> | <p>19/21 20/2 29/3 29/10 30/14 30/14 33/5 33/22 35/23 36/4 37/16 37/18 37/22 41/3 43/4 43/21 44/8 44/12 50/2 50/11 51/4 52/6 52/19 56/14 58/18 61/15 62/5 62/17 62/20 63/9 63/10 63/14 64/16 64/16 64/22 65/17 65/18 66/14 66/18 66/23 67/15 70/2 71/24 74/6 76/22 80/5 81/1 81/1 81/17 81/20 82/24 85/25 91/12 94/24 97/1 100/1 100/1 100/2 103/3 104/18 104/22 104/23 109/24 110/14 110/14 111/3 111/7 111/20 114/5 129/5 136/3 138/14 142/15 146/7 146/8 146/10 149/25 151/10 156/5 156/7 156/9 156/19 156/25 157/17 157/18 157/20 157/21 158/1 158/7 158/8 158/11 160/5 160/19 161/1 161/3 161/5 161/18 162/11 162/12 162/13 162/16 164/19 165/5 167/10 167/22 168/3 168/7 168/16 168/24 168/25 169/3 169/15 171/5 171/10 171/11 171/15 171/15 171/15 176/5 177/22 178/22 180/10 180/17 182/1 184/13 186/15 187/1 187/10 187/11 187/15 190/1 190/16 191/5 193/20 196/19 196/23 199/7 199/15 199/17 205/25 206/23 207/1 207/21 208/21 208/23 213/11</p> <p>area [3] 99/16 172/9 173/24</p> <p>aren't [2] 4/22 74/5</p> <p>arena [1] 102/23</p> <p>arguably [1] 134/10</p> <p>argue [3] 17/1 50/20 91/23</p> <p>arguing [2] 124/22 124/24</p> <p>argument [8] 91/19 95/16 108/2 113/16 114/4 120/9 120/15 128/2</p> <p>arguments [1] 114/2</p> <p>arise [1] 105/8</p> <p>Armine [1] 26/24</p> <p>around [7] 19/10 49/11 54/13 61/24 65/4 69/25 212/21</p> <p>arrange [1] 38/18</p> <p>arranged [1] 212/2</p> <p>arrangement [1] 54/19</p> <p>Article [2] 47/1 207/10</p> <p>Article XIII [1] 47/1</p> | <p>as [187] 4/16 5/9 5/18 5/21 5/25 6/1 6/4 6/8 6/13 6/20 7/10 7/12 7/25 8/25 9/4 9/4 9/7 10/7 12/19 15/23 16/13 18/2 18/2 18/16 18/17 20/24 21/1 21/23 23/21 24/12 26/10 27/1 27/7 27/20 28/7 29/21 29/22 31/7 32/3 32/19 37/4 37/4 39/6 41/19 42/22 42/25 43/8 44/4 44/5 44/16 46/4 46/5 47/17 47/17 54/20 55/1 55/22 55/25 55/25 62/3 62/11 65/5 67/13 67/25 71/13 73/15 73/23 74/10 74/24 75/20 75/21 76/6 81/12 81/14 82/12 85/1 87/24 89/8 90/9 92/1 92/11 92/12 93/2 93/20 95/11 98/4 98/25 99/1 100/12 100/14 100/25 103/6 105/7 105/8 106/19 106/20 106/25 107/2 107/8 110/16 113/9 113/13 114/17 119/22 119/24 121/12 126/12 128/22 129/3 131/23 131/24 132/22 136/11 136/11 136/15 136/15 138/4 139/6 139/7 147/8 147/10 147/25 150/15 151/12 152/4 152/6 152/7 152/8 152/9 152/10 154/1 154/2 155/2 155/3 155/23 158/12 159/23 159/23 159/23 161/18 162/11 162/14 166/20 167/9 167/25 168/1 168/7 172/12 172/18 172/23 173/3 173/12 173/15 174/8 176/8 181/17 181/17 181/21 182/3 182/3 182/14 182/20 182/22 184/10 187/3 193/17 194/2 194/10 194/21 195/9 196/3 196/7 197/10 199/8 199/13 201/14 201/15 201/18 205/4 205/7 205/7 205/19 206/3 206/20 208/20 208/21 210/10</p> <p>aside [3] 15/7 17/8 139/1</p> <p>ask [29] 14/1 51/1 51/17 52/16 55/4 63/24 64/3 65/2 66/2 69/12 71/6 83/22 86/6 92/5 92/17 141/12 141/20 142/6 163/22 163/24 163/25 164/5 164/6 180/1 182/24 187/5 194/21 200/18 207/9</p> <p>asked [25] 40/17 51/20 59/21 60/13 66/1 66/11 96/10 101/10 102/7</p> | <p>102/11 102/13 139/14 139/18 141/12 141/12 142/3 143/15 146/17 148/10 166/2 168/18 179/23 182/24 187/6 201/21</p> <p>asking [27] 41/3 41/4 43/17 50/8 51/14 51/24 54/19 60/20 65/5 65/8 65/13 67/17 70/2 82/7 95/7 95/10 96/4 103/9 118/2 121/6 121/18 127/24 146/6 150/2 177/24 198/1 198/1</p> <p>aspects [2] 50/7 62/17</p> <p>assert [1] 21/24</p> <p>assessment [24] 6/10 7/1 7/6 10/20 11/7 12/13 13/8 15/10 15/12 26/7 78/15 78/23 78/24 88/2 88/9 91/3 94/3 94/17 111/18 112/5 124/5 136/14 194/13 200/15</p> <p>assessments [33] 6/9 10/9 10/13 13/23 16/12 25/21 26/14 26/19 27/14 28/8 29/6 29/22 31/8 34/1 34/2 34/4 34/14 36/13 41/1 41/5 43/9 43/12 78/4 88/5 88/16 95/2 103/14 103/16 103/25 113/21 148/2 148/4 168/13</p> <p>assessor [4] 191/1 192/15 205/24 209/15</p> <p>assessor's [14] 5/17 11/24 11/25 98/14 99/2 201/25 204/23 205/1 205/2 205/8 205/12 205/19 205/20 210/4</p> <p>asset [3] 19/12 57/25 67/25</p> <p>assets [12] 19/5 19/16 20/21 53/23 59/14 59/16 59/19 60/8 60/10 69/1 75/5 75/19</p> <p>assigned [6] 6/2 9/8 72/17 135/13 159/9 159/11</p> <p>assigning [1] 204/2</p> <p>assignment [19] 6/3 7/3 7/16 11/11 23/7 73/8 74/9 74/15 75/3 75/10 76/19 76/21 135/7 135/14 159/18 159/22 194/6 194/9 194/10</p> <p>assignments [1] 76/22</p> <p>associate [1] 4/8</p> <p>associated [2] 20/16 23/8</p> <p>Associates [4] 170/16 174/10 176/2 177/7</p> <p>Associates 1986-1 [1] 176/2</p> <p>association [65] 6/9 6/11 7/18 9/15 10/8 10/22 10/23 13/21 17/2</p> | <p>25/9 27/2 27/3 27/5 29/23 40/4 42/4 46/4 80/11 88/2 88/3 88/4 88/8 93/11 93/20 107/17 109/1 111/4 112/13 113/8 114/1 114/9 119/8 119/11 119/17 148/1 148/4 148/21 160/22 160/25 164/23 169/4 169/9 170/12 171/16 178/21 179/11 179/24 180/18 185/5 185/8 185/10 186/25 187/16 187/25 188/15 188/18 188/19 189/1 189/9 189/11 194/13 197/9 198/6 198/12 207/6</p> <p>association's [3] 10/17 25/20 94/3</p> <p>associations [9] 148/3 169/4 169/10 169/13 179/14 187/13 189/6 196/3 207/1</p> <p>assume [12] 50/21 72/25 73/1 75/11 75/23 75/25 131/13 131/13 134/25 135/3 165/12 184/1</p> <p>assumed [3] 17/23 17/23 94/14</p> <p>Assumes [1] 106/3</p> <p>assuming [1] 201/13</p> <p>assumption [3] 102/22 183/25 190/18</p> <p>at [281]</p> <p>attached [6] 104/3 104/9 127/3 127/3 132/3 132/3</p> <p>attachment [1] 156/24</p> <p>attempt [2] 188/25 189/6</p> <p>attempted [1] 79/23</p> <p>attempting [1] 147/23</p> <p>attention [7] 33/14 44/12 45/13 134/8 161/9 161/15 192/24</p> <p>ATTEST [1] 214/19</p> <p>attorney [3] 137/10 146/2 146/6</p> <p>auction [2] 41/23 119/11</p> <p>audible [4] 117/19 173/10 186/1 192/9</p> <p>audio [1] 214/20</p> <p>audio/video [1] 214/20</p> <p>AUGUST [15] 1/13 3/1 6/7 7/7 37/24 78/10 124/17 125/13 137/17 137/23 138/18 144/24 145/22 145/23 194/13</p> <p>AUGUST 9 [1] 3/1</p> <p>authorize [1] 121/20</p> <p>authorized [1] 121/21</p> <p>available [6] 55/17 56/13 56/14 65/18 111/20 140/13</p> <p>Avenue [1] 152/9</p> <p>aware [16] 43/4 59/12</p> |
|--|---|--|--|---|

| | | | | |
|--|---|--|--|--|
| <p>A</p> <p>aware... [14] 59/12 92/13 94/24 95/3 104/22 120/20 120/23 120/23 129/19 130/10 142/15 142/17 199/17 210/12</p> <p>away [4] 85/4 95/12 178/2 205/15</p> <hr/> <p>B</p> <p>B2 [1] 168/7 B2 are [1] 168/7</p> <p>back [52] 3/24 10/23 15/25 23/12 31/4 31/12 36/1 39/8 39/25 40/17 46/21 48/15 49/18 59/21 59/21 60/20 60/24 61/1 75/6 75/12 77/24 79/1 79/6 86/17 88/22 91/5 95/18 98/11 114/15 114/23 121/6 121/18 124/25 127/18 127/21 134/9 141/3 141/5 141/8 141/9 152/25 153/7 155/9 160/17 163/10 174/15 192/17 206/12 207/6 208/3 208/4 213/17</p> <p>backed [1] 20/22</p> <p>background [1] 165/4</p> <p>balance [4] 53/4 57/17 58/2 129/11</p> <p>Baltic [1] 152/9</p> <p>bank [176] 1/5 3/8 3/14 3/14 4/17 5/10 7/2 7/4 7/15 7/18 8/5 8/21 8/21 8/24 9/2 9/9 9/9 9/12 9/14 9/20 9/22 10/11 10/12 10/16 10/18 10/19 11/12 13/7 13/16 17/11 19/6 19/11 19/15 20/1 20/19 20/21 20/21 23/9 24/2 24/19 25/6 26/6 26/17 30/1 36/3 37/2 37/7 37/10 37/11 37/18 38/10 39/5 40/17 44/9 47/21 49/3 49/6 51/5 51/22 53/2 53/24 54/2 54/5 54/19 55/5 55/7 55/11 57/25 58/8 59/12 59/14 59/19 59/20 60/17 61/21 63/11 66/5 67/13 68/18 68/19 69/5 72/19 73/2 73/7 74/23 74/23 74/24 75/6 75/9 75/12 76/4 77/4 83/15 84/2 84/23 85/1 85/14 86/2 86/12 86/24 87/6 87/20 88/7 89/6 89/19 90/9 90/21 90/22 91/14 93/1 94/5 94/20 95/24 96/18 101/15 102/23 105/22 107/2 107/3 115/16 116/16 116/18 117/21 118/10 120/20 121/19 124/12 125/10 125/13</p> | <p>125/16 126/2 127/15 127/18 127/21 127/23 128/4 128/22 129/10 129/14 130/25 131/1 131/4 131/5 131/14 131/16 132/8 132/16 133/13 134/5 134/13 134/20 135/8 135/13 137/20 138/10 138/16 141/1 141/16 141/24 142/7 142/23 145/23 146/2 146/10 146/18 146/18 146/18 147/3 147/17 148/25 149/10 152/21 158/15 159/13 194/5 202/2</p> <p>bank's [15] 9/10 9/21 11/11 47/24 50/11 51/21 54/18 66/4 82/10 82/11 98/1 102/18 133/15 139/23 160/9</p> <p>banker [3] 19/9 104/4 134/18</p> <p>banking [3] 19/8 30/15 129/12</p> <p>banks [1] 19/12</p> <p>bar [3] 70/23 70/24 71/11</p> <p>based [37] 42/3 69/23 80/18 81/2 84/24 85/3 87/21 92/14 94/14 95/23 105/25 115/19 130/18 132/18 132/19 134/18 140/17 156/7 158/20 160/3 160/5 161/1 161/3 161/6 161/14 161/20 161/21 162/5 162/10 180/4 181/24 186/5 186/24 196/20 198/23 206/10 209/20</p> <p>basically [7] 17/25 97/21 176/10 178/2 184/22 188/15 200/7</p> <p>basis [2] 177/20 179/16</p> <p>Bates [6] 33/17 98/10 99/19 125/15 130/23 206/13</p> <p>bathroom [1] 211/7</p> <p>Bay [2] 108/1 108/19 55/7 55/11 57/25 58/8</p> <p>be [174] 3/4 4/19 7/9 13/2 13/4 15/1 15/7 16/10 17/8 17/18 20/15 21/14 22/11 24/12 24/13 25/8 26/1 29/10 31/9 31/17 33/10 34/4 37/20 38/8 39/3 42/10 42/12 42/14 43/13 45/8 47/9 47/16 48/14 49/12 49/13 51/11 53/15 54/14 55/7 55/11 55/15 56/11 57/15 58/25 62/6 62/6 62/8 62/9 62/10 62/13 63/7 66/12 67/17 69/13 70/7 70/8 71/23 74/11 75/1 76/13 76/21 78/5 78/14 79/1 79/7 80/12 84/19 86/24 87/3</p> | <p>93/8 93/9 94/6 96/9 96/12 96/22 97/8 98/13 101/3 102/24 103/16 104/3 104/9 106/24 107/14 108/8 109/17 110/7 110/22 113/25 114/2 114/8 114/8 114/22 115/18 115/22 117/8 118/7 122/24 128/2 128/4 132/20 133/11 133/22 136/8 136/18 136/22 140/16 141/21 142/20 144/6 144/6 144/17 147/24 149/22 152/25 157/25 158/24 160/8 162/2 163/3 167/8 167/9 168/16 170/8 171/15 175/16 176/11 176/16 178/8 178/22 178/25 179/1 180/4 180/5 180/6 181/4 183/14 184/10 184/11 185/13 187/14 187/15 189/7 189/14 190/2 190/24 191/25 192/2 197/9 197/12 197/13 197/20 198/3 198/4 198/10 198/11 198/15 198/16 199/2 199/8 199/13 199/20 203/9 203/19 204/21 204/21 205/19 206/4 206/4 207/16 208/17 211/9 213/17 214/10</p> <p>bear [1] 67/12</p> <p>bearing [1] 124/1</p> <p>became [5] 59/11 59/12 102/19 130/10 181/12</p> <p>because [62] 4/19 12/3 12/20 12/23 13/11 14/9 15/5 15/7 15/25 26/9 38/2 38/20 56/18 57/5 58/14 60/14 60/15 64/16 65/6 65/9 66/15 67/2 67/16 70/23 77/25 79/25 81/12 88/25 91/23 92/5 92/8 98/22 102/8 102/19 102/22 108/7 108/15 108/17 108/23 109/1 117/22 118/3 120/3 120/22 121/17 124/1 138/24 142/19 163/22 164/3 164/4 175/18 183/2 187/6 189/12 190/18 196/6 197/22 198/17 199/1 200/4 212/2</p> <p>become [5] 61/21 67/10 122/2 128/10 181/18</p> <p>been [58] 6/16 7/14 9/4 12/16 18/16 19/9 19/18 19/19 25/3 27/11 29/21 30/3 43/3 47/11 48/17 59/16 59/22 60/3 75/4 75/5 77/9 79/8 82/14 85/8 91/17 91/24 92/7</p> | <p>96/2 105/22 107/24 108/4 114/18 122/11 123/20 133/14 134/25 138/8 138/11 144/25 153/16 154/1 156/2 157/23 162/4 168/9 182/4 186/19 187/15 189/12 192/11 192/14 195/6 198/13 198/21 199/18 199/19 200/15 208/13</p> <p>before [43] 1/11 4/3 16/13 30/9 30/23 33/2 34/16 40/3 40/7 42/9 44/15 55/16 62/15 69/7 91/11 91/11 93/20 105/14 116/24 117/15 121/24 122/16 124/2 124/3 124/5 127/4 137/1 137/11 137/25 140/4 143/15 168/10 171/4 172/6 172/8 175/19 176/18 176/20 179/13 179/22 189/21 199/20 206/16</p> <p>beforehand [1] 138/15</p> <p>begin [4] 4/3 5/3 17/24 89/16</p> <p>beginning [8] 18/5 28/19 31/25 42/12 45/19 66/19 81/16 115/6</p> <p>begins [1] 163/14</p> <p>behalf [4] 3/13 3/17 88/8 128/13</p> <p>behind [2] 148/14 201/6</p> <p>being [27] 14/18 18/4 18/16 21/1 56/1 56/1 62/12 66/16 68/18 73/20 75/20 79/22 91/12 130/9 134/18 135/13 142/15 142/17 147/14 154/1 175/14 184/18 197/10 199/8 208/9 208/21 211/2</p> <p>belabor [1] 188/9</p> <p>belief [1] 141/10</p> <p>believe [102] 15/2 15/17 15/21 17/1 17/9 22/17 23/13 23/23 26/7 28/10 30/2 30/4 30/25 31/11 33/10 34/17 37/5 39/2 40/8 40/15 40/21 43/10 43/16 43/18 44/19 48/1 51/23 57/23 58/11 58/16 59/13 60/1 60/13 61/22 63/2 66/14 68/16 68/25 70/8 72/7 76/13 79/21 79/22 81/6 81/7 81/10 88/25 89/4 94/18 96/12 101/6 114/7 114/9 115/8 116/4 116/5 117/10 121/7 121/16 122/1 123/1 123/4 126/4 126/15 127/23 133/10 137/9 137/12 137/15 139/14 139/16 139/17</p> | <p>142/1 142/9 143/2 143/8 143/9 143/16 146/4 146/19 150/6 152/13 156/24 158/23 159/17 160/1 161/5 162/9 167/7 168/25 169/1 169/17 169/18 188/1 192/6 192/13 192/13 206/25 207/21 207/25 212/19 214/1</p> <p>believed [4] 11/20 39/9 80/1 81/15</p> <p>believing [1] 15/11</p> <p>belonging [1] 150/23</p> <p>below [3] 46/7 70/23 113/12</p> <p>bench [5] 1/12 51/7 106/23 163/14 164/15</p> <p>beneficial [1] 159/9</p> <p>beneficiary [2] 135/1 159/24</p> <p>benefit [3] 68/20 120/9 204/7</p> <p>Besides [1] 37/1</p> <p>best [6] 44/18 105/6 124/8 132/18 140/10 143/17</p> <p>bet [1] 79/4</p> <p>better [3] 19/19 68/3 212/20</p> <p>between [4] 16/11 51/5 155/16 179/21</p> <p>bid [2] 11/18 119/12</p> <p>bidder [3] 7/20 11/19 41/24</p> <p>bidders [1] 142/20</p> <p>bids [1] 76/9</p> <p>bifocals [1] 109/24</p> <p>big [2] 77/15 122/9</p> <p>binder [5] 14/13 20/12 23/4 26/11 156/13</p> <p>binders [1] 4/3</p> <p>bit [12] 29/9 29/15 36/6 51/8 54/15 128/17 145/4 168/11 170/7 170/9 174/15 190/18</p> <p>Blackwell [1] 137/15</p> <p>blanks [1] 194/25</p> <p>blew [1] 181/17</p> <p>body [1] 212/22</p> <p>bona [3] 15/15 15/21 15/24</p> <p>book [13] 5/18 5/21 6/3 6/13 7/12 7/24 27/7 28/7 28/16 28/23 29/20 41/20 42/24</p> <p>book's [1] 77/15</p> <p>borrower [40] 4/16 5/9 5/11 5/12 8/8 12/9 12/19 16/1 21/23 23/14 23/16 23/19 23/20 23/21 26/10 36/22 37/1 37/2 37/4 37/11 37/19 37/25 38/2 38/15 39/25 55/19 61/6 62/16 62/22 66/5 122/25 128/14 128/24 129/3 137/16 138/6 138/8 139/4 139/8 141/9</p> |
|--|---|--|--|--|

| | | | | |
|---|--|--|--|--|
| <p>B</p> <p>borrower's [7] 24/1 123/3 137/10 138/16 146/2 146/6 146/25</p> <p>borrowers [4] 65/18 68/5 75/20 130/3</p> <p>both [8] 31/6 49/20 59/13 60/17 113/16 163/17 189/6 204/25</p> <p>bothering [1] 124/21</p> <p>bottom [5] 21/8 33/17 34/23 119/12 119/14</p> <p>bought [3] 73/7 124/2 124/6</p> <p>bouncing [1] 49/18</p> <p>bound [2] 47/16 100/16</p> <p>bounds [2] 97/6 97/9</p> <p>box [3] 3/23 87/2 87/3</p> <p>branch [1] 91/16</p> <p>branches [1] 57/6</p> <p>breach [2] 35/3 35/10</p> <p>breached [2] 29/21 30/3</p> <p>break [8] 48/9 48/11 78/20 144/5 144/9 144/13 145/13 152/25</p> <p>breakdown [2] 134/16 187/7</p> <p>Brian [5] 3/14 9/11 18/13 18/15 18/20</p> <p>brief [5] 4/22 4/23 80/10 108/20 121/5</p> <p>briefed [1] 107/24</p> <p>briefly [2] 51/11 180/20</p> <p>bright [1] 81/21</p> <p>bring [4] 48/15 79/6 112/13 203/23</p> <p>broad [3] 54/12 75/16 141/16</p> <p>brought [3] 98/2 113/1 201/13</p> <p>builder [1] 171/4</p> <p>built [2] 110/24 207/17</p> <p>business [41] 6/8 8/22 20/16 27/1 28/15 28/23 29/11 41/20 61/2 62/18 113/19 119/7 148/8 148/9 148/20 148/20 160/24 170/3 170/16 171/21 172/18 174/10 176/2 177/7 177/11 177/11 177/19 178/12 178/13 183/22 184/11 184/12 184/14 184/17 184/18 185/4 187/23 188/10 188/11 188/16 188/18</p> <p>business-condo [1] 113/19</p> <p>businesses [1] 62/20</p> <p>but [158] 7/17 10/15 11/19 12/6 15/3 17/6 29/9 38/16 42/16 49/12 49/21 49/24 50/8 52/14 53/1 53/22 54/7 54/8 54/25 55/23 56/25 58/6 59/22 60/10 60/20</p> | <p>60/22 61/25 62/2 62/22 63/16 64/16 65/8 65/16 67/18 67/22 69/10 69/12 70/15 71/15 72/13 72/15 72/19 72/25 73/18 73/19 74/2 74/18 75/16 76/13 76/14 79/14 81/14 82/14 87/15 88/2 88/13 89/1 91/18 92/18 94/9 94/13 94/19 94/22 96/14 96/25 97/1 100/9 103/11 105/9 108/10 108/20 108/25 113/15 113/24 114/8 114/24 115/9 116/6 116/18 119/14 120/15 120/22 121/24 123/2 124/18 127/3 127/24 128/13 129/4 129/17 130/8 131/2 131/22 132/1 132/20 133/11 133/18 133/22 137/5 137/9 139/4 139/17 140/5 140/13 140/15 141/18 141/21 143/8 143/13 145/13 146/15 150/21 160/3 163/25 164/2 168/23 170/8 171/15 172/7 172/11 174/16 176/1 176/5 177/2 179/12 179/19 181/18 181/19 182/3 182/21 183/18 183/24 184/13 185/3 185/21 185/22 186/2 187/3 188/9 189/11 190/23 195/22 197/17 199/11 199/22 201/15 202/21 204/10 207/6 210/14 210/15 212/3 212/8 212/13 212/20 213/10 214/2 214/11</p> <p>buy [1] 128/22</p> <p>buys [1] 120/10</p> <hr/> <p>C</p> <p>call [24] 18/13 66/21 67/1 67/4 67/21 68/6 75/17 75/24 126/12 140/7 140/9 140/12 153/2 153/23 163/8 163/10 163/15 163/17 165/16 188/11 206/9 210/25 211/13 212/24</p> <p>called [11] 6/12 18/16 27/3 27/6 53/8 53/9 67/13 68/14 96/21 154/1 184/11</p> <p>calling [6] 17/21 17/22 163/16 163/18 184/13 211/12</p> <p>calls [9] 87/10 101/16 104/25 106/2 106/11 149/19 160/12 165/14 197/3</p> <p>came [8] 59/21 59/21 72/11 75/3 76/19 86/24 96/3 147/18</p> | <p>can [110] 18/2 19/3 19/7 19/20 20/7 20/13 22/10 22/12 23/6 25/18 26/20 27/14 27/15 27/19 28/12 30/17 31/10 31/25 32/11 32/16 33/4 33/7 33/9 40/11 41/16 42/10 43/12 44/21 52/25 53/18 54/21 54/23 57/6 61/4 62/1 62/6 62/9 63/22 65/8 67/23 69/7 69/12 70/20 77/21 78/22 81/11 81/17 81/22 87/7 87/11 89/24 90/24 92/18 93/11 95/11 96/22 99/25 106/5 107/7 115/23 120/18 120/24 128/7 129/14 130/3 136/21 139/5 139/13 144/2 145/23 150/9 150/12 154/12 156/12 156/17 157/3 157/7 157/9 158/3 158/10 158/20 159/1 159/2 159/6 159/8 159/11 159/14 160/17 162/11 162/14 163/9 163/24 164/6 164/12 166/21 177/24 181/14 183/12 183/24 187/4 190/20 194/21 196/4 203/9 206/13 206/16 207/3 207/13 212/6 213/12</p> <p>can't [32] 3/23 49/21 52/14 56/25 61/24 67/21 70/14 70/21 78/17 78/23 81/23 87/15 91/23 97/23 108/3 108/9 109/19 109/22 113/14 115/21 123/1 127/20 133/11 140/5 181/21 184/4 201/8 204/14 211/17 211/19 212/8 214/12</p> <p>cannot [4] 13/4 108/14 109/2 113/16</p> <p>capabilities [1] 50/6</p> <p>capacity [3] 19/14 154/25 162/25</p> <p>care [5] 66/16 89/20 149/6 213/5 213/19</p> <p>careful [1] 94/6</p> <p>case [86] 1/6 3/7 3/9 4/5 9/6 9/16 9/25 10/7 13/4 13/19 13/19 15/1 16/14 17/6 17/7 17/25 18/2 18/5 18/6 20/3 20/10 30/13 48/25 50/16 50/20 52/5 52/9 52/20 54/4 56/6 56/8 56/10 58/8 62/7 62/15 63/19 64/9 66/12 67/16 68/10 68/11 68/15 80/8 80/25 81/11 91/17 102/20 107/25 108/4 108/10 108/13 108/15 108/17 108/18 113/1</p> | <p>118/18 120/12 120/21 122/5 129/4 132/14 132/24 133/9 138/21 141/22 142/25 156/10 163/9 163/16 163/16 163/18 167/8 167/12 178/8 181/2 182/8 182/25 199/6 199/23 200/14 201/24 211/14 212/3 212/13 213/4 214/21</p> <p>cases [1] 74/16</p> <p>cash [5] 41/24 42/1 53/11 53/19 56/14</p> <p>caused [1] 24/12</p> <p>causing [1] 65/10</p> <p>CB [30] 61/17 63/1 70/14 70/16 71/19 71/25 98/10 98/23 99/4 99/6 99/6 99/24 99/24 103/2 104/11 110/6 111/9 134/21 137/6 137/11 138/23 151/17 152/12 158/5 158/13 159/1 166/14 188/8 206/13 208/4</p> <p>CB000003 [1] 21/8</p> <p>CB000356 [1] 44/23</p> <p>CB000375 [1] 45/13</p> <p>CB000380 [1] 46/24</p> <p>CB000419 [2] 33/15 33/19</p> <p>CB000421 [1] 34/21</p> <p>CC [142] 6/13 6/18 9/24 10/1 13/25 14/6 14/13 14/17 15/6 15/20 16/5 16/8 16/9 16/16 16/20 27/6 30/2 30/22 31/18 31/19 31/20 31/21 33/5 43/5 44/8 44/18 44/20 45/2 46/10 72/22 73/2 73/3 73/9 73/17 74/3 76/10 95/20 95/25 96/5 101/1 102/8 102/19 102/20 105/4 105/25 107/14 107/15 108/4 108/6 108/7 108/14 108/17 109/2 109/9 110/12 110/13 110/14 110/15 110/18 111/3 111/4 111/4 114/2 114/7 114/10 135/17 135/20 135/21 160/20 161/3 161/13 161/18 161/22 161/23 161/24 162/3 162/4 162/6 162/7 162/11 168/15 168/16 168/18 168/20 168/24 168/25 169/5 169/7 169/16 169/18 170/2 170/24 171/1 171/5 171/6 174/3 174/21 175/13 176/16 178/1 178/1 178/3 179/21 180/7 180/10 180/11 180/17 180/19 180/21 181/6 182/23 183/3 183/15 183/17 183/20 184/22</p> | <p>185/8 185/25 186/4 186/11 186/17 187/1 187/10 187/11 187/12 187/13 187/14 187/23 187/25 188/10 188/13 188/15 193/13 193/16 193/17 207/25 208/12 208/13 208/17 208/18 208/21 209/1</p> <p>ceased [1] 138/9</p> <p>CELTIC [91] 1/5 3/7 3/13 7/2 7/4 7/15 7/18 8/5 8/21 8/21 8/24 9/2 9/9 9/12 9/14 9/20 9/21 9/22 10/11 10/12 10/16 10/18 10/19 11/11 11/12 12/9 12/14 13/7 13/16 17/11 19/6 19/11 19/15 20/20 20/21 20/25 22/19 22/20 23/9 23/16 24/1 24/12 24/19 25/1 25/6 26/6 26/17 27/17 28/3 30/1 36/3 37/7 37/10 37/11 37/18 38/10 38/13 38/18 39/5 39/8 40/13 40/17 44/9 47/21 47/24 59/19 59/20 68/19 69/5 75/8 83/15 84/2 89/6 89/19 116/18 126/13 127/15 127/18 131/4 131/5 133/13 135/8 135/13 137/20 138/9 149/10 152/21 159/13 160/9 194/6 202/2</p> <p>Celtic's [5] 9/12 12/9 20/9 23/14 26/4</p> <p>center [17] 6/8 27/1 119/7 156/8 160/24 177/20 178/12 184/11 184/12 184/14 184/18 185/4 187/23 188/11 188/12 188/16 188/19</p> <p>central [2] 165/10 182/15</p> <p>certain [16] 32/6 32/9 52/4 56/24 62/12 64/20 85/8 105/9 129/6 136/10 172/17 173/1 173/22 183/6 206/19 206/22</p> <p>certainly [5] 51/16 108/22 113/20 127/24 130/4</p> <p>certificate [6] 11/3 37/7 37/11 105/18 109/8 198/14</p> <p>certified [11] 7/1 7/17 11/10 78/7 83/4 84/24 89/24 91/8 93/10 117/8 133/13</p> <p>certify [1] 214/19</p> <p>CFR [1] 56/3</p> <p>chain [8] 13/12 125/2 125/2 130/9 150/2 155/5 155/10 202/22</p> <p>change [18] 92/3 100/5 132/9 132/14 132/18 143/14 143/16 177/11</p> |
|---|--|--|--|--|

| | | | | |
|----------|--|--|--|---|
| C | clear [8] 39/10 79/14 80/12 83/21 113/24 113/25 114/9 160/15 clearer [1] 112/11 clearly [5] 83/10 92/13 95/11 133/11 187/17 clerical [5] 97/22 203/4 203/9 205/11 205/20 clerk [1] 84/10 client [21] 9/9 11/6 13/12 13/20 14/15 14/16 14/21 14/24 15/8 15/10 15/11 15/14 18/2 124/2 124/6 125/3 129/19 129/20 143/1 199/7 199/23 client's [7] 10/25 15/4 15/25 15/25 17/9 169/8 211/2 close [2] 78/19 155/21 closed [2] 5/23 199/19 closing [4] 50/9 91/23 95/16 167/8 clue [1] 212/18 code [2] 71/11 206/5 code's [1] 195/19 codified [3] 45/10 110/8 185/15 coffers [2] 64/14 67/15 collateral [23] 22/3 53/13 53/14 53/15 53/18 53/25 54/1 54/20 55/3 55/24 56/10 58/9 61/5 68/5 68/24 69/1 69/4 69/6 104/8 104/9 129/25 141/1 192/8 collect [4] 68/21 123/4 129/14 147/23 collection [1] 29/24 collections [2] 19/23 110/10 collectively [1] 174/18 collector [1] 147/22 Colorado [1] 152/8 come [17] 23/13 54/1 59/21 69/1 73/8 87/2 87/2 105/7 109/1 142/6 144/1 159/21 174/15 185/12 190/17 193/19 203/8 comes [3] 100/20 100/21 165/12 comfortable [1] 89/12 coming [2] 202/7 212/1 comment [3] 201/9 205/4 206/3 commercial [16] 9/6 9/19 16/22 16/24 60/18 74/16 80/12 108/3 108/10 108/17 108/24 110/8 147/13 147/15 154/17 184/10 commitment [21] 9/20 156/18 157/10 157/11 157/16 157/21 158/13 158/22 158/24 160/4 161/19 165/8 165/17 166/20 167/10 182/15 182/18 189/10 196/3 | 196/18 199/21 commitments [3] 156/7 157/17 196/15 common [15] 45/9 73/1 80/18 87/8 104/14 107/23 111/18 111/22 112/6 175/14 179/8 185/14 185/25 189/16 199/18 commonly [1] 99/1 communication [1] 156/22 community [8] 10/21 73/2 175/14 179/8 179/9 183/19 197/9 199/18 company [21] 97/15 121/6 130/11 131/25 152/7 152/8 152/9 154/14 154/16 168/19 170/15 170/21 176/1 177/16 181/11 197/10 199/5 199/14 199/15 206/21 209/21 comparables [1] 48/2 compare [2] 99/6 99/24 compared [2] 51/24 100/12 comparing [1] 97/18 complete [2] 24/25 76/6 completely [1] 65/6 completeness [1] 200/19 completion [1] 136/14 complies [1] 189/20 comply [2] 35/4 35/11 concede [1] 16/8 concerned [1] 37/4 conclude [2] 24/19 24/21 concludes [1] 16/19 concluding [1] 19/12 conclusion [11] 87/10 101/17 105/1 106/3 106/12 106/14 159/21 160/13 196/13 197/4 197/24 condition [1] 176/15 conditions [18] 6/12 6/21 7/11 27/5 29/20 32/7 42/23 160/18 160/20 160/23 168/12 170/3 173/3 177/19 193/3 198/11 206/19 206/23 condo [1] 113/19 conducted [7] 11/14 15/3 16/5 16/16 106/10 106/13 112/19 Conference [2] 163/14 164/15 confide [1] 87/7 confirm [1] 99/25 confirmation [2] 39/2 39/3 confused [1] 116/15 confusion [1] 77/8 | conjunction [3] 22/2 166/4 166/5 consent [1] 174/13 consider [3] 93/19 97/8 117/7 consistent [2] 172/19 186/3 constitute [3] 34/4 103/16 173/17 constitutes [1] 112/7 constituting [2] 173/20 174/19 constructed [2] 34/8 103/20 construction [1] 171/3 consume [1] 17/23 contact [3] 25/24 188/25 189/6 contained [7] 45/20 45/22 73/9 112/23 115/6 115/11 167/2 continue [6] 28/5 32/21 93/21 114/19 116/1 126/20 continued [1] 177/14 contract [3] 54/17 54/18 55/8 contractual [3] 16/7 16/17 16/20 contractually [2] 16/10 16/15 contrary [4] 14/25 45/23 112/24 115/12 control [2] 21/21 169/11 controlled [1] 120/4 controls [1] 202/25 conversation [2] 140/16 177/15 conversations [2] 86/16 121/24 conveyance [2] 119/10 150/17 conveyed [2] 110/23 207/16 convince [1] 17/10 copied [3] 70/15 70/19 152/21 copies [2] 73/3 73/3 copy [17] 37/7 40/13 77/5 77/11 78/14 95/25 96/8 98/22 119/20 126/2 127/1 142/23 159/3 161/12 161/18 193/12 194/19 corner [1] 159/7 corporate [2] 182/5 213/18 corporation [8] 1/5 3/8 5/25 84/2 89/19 133/14 159/13 206/21 corporations [2] 191/3 191/4 correct [173] 13/14 14/12 22/17 22/22 22/24 53/9 57/10 59/25 60/5 61/2 61/3 61/10 62/5 62/12 63/4 66/7 66/8 68/2 68/11 70/7 | 70/13 70/18 71/12 71/14 72/25 74/13 75/1 76/20 77/2 77/3 78/4 78/7 78/8 78/15 79/16 80/23 84/14 84/23 87/21 87/22 88/5 88/11 88/19 89/22 91/10 94/5 94/15 98/4 98/5 99/3 101/13 102/10 102/13 104/5 105/21 105/25 106/1 115/17 115/20 117/24 118/1 118/9 119/19 124/7 124/13 124/14 125/11 125/12 125/14 125/18 125/22 125/23 126/6 126/7 126/18 126/22 127/7 129/12 131/11 131/12 133/15 134/12 134/14 134/15 134/24 135/5 135/12 135/16 136/5 137/19 137/20 137/22 138/1 138/2 140/19 141/15 145/24 145/25 146/3 146/4 146/22 147/4 147/14 147/15 151/10 151/13 151/14 151/21 152/3 152/14 152/15 165/2 166/16 169/16 170/17 171/13 175/16 176/4 176/6 176/9 176/14 176/17 178/7 178/24 180/7 180/8 180/12 180/15 181/4 182/10 182/11 183/21 185/10 185/11 186/21 186/23 187/18 187/19 187/21 188/16 188/17 188/20 190/2 193/1 193/2 193/4 193/5 193/13 193/14 194/3 194/7 194/8 194/9 194/11 194/14 194/15 195/14 196/8 199/9 199/10 200/10 200/12 203/11 203/12 203/15 203/17 204/1 204/9 204/9 204/10 205/20 210/2 210/9 Correctable [1] 203/12 corrected [7] 16/2 72/5 100/2 100/6 203/10 205/4 206/4 correction [2] 74/19 98/1 correctly [5] 23/25 48/1 61/23 72/10 214/19 correspondence [1] 19/24 corresponding [1] 5/17 costs [2] 29/24 112/6 could [38] 4/18 14/15 20/13 47/1 51/1 54/13 58/7 58/17 58/19 59/3 69/6 69/9 69/10 76/9 77/25 88/20 96/2 100/23 103/25 104/9 |
|----------|--|--|--|---|

| | | | | |
|--------------------------------|--------------------------------|--------------------------------|-------------------------------|---------------------------------|
| C | 189/12 | 74/14 78/3 82/14 84/15 | 173/14 174/8 175/1 | 7/1 10/11 10/12 11/6 |
| could... [18] 105/9 | covenants [21] 6/12 | 87/15 101/20 105/24 | 175/3 176/11 177/18 | 11/16 12/10 13/18 24/1 |
| 108/16 108/24 119/25 | 6/21 7/11 27/5 29/19 | 119/2 120/3 120/4 | 180/10 183/11 184/14 | 24/3 24/11 24/12 24/16 |
| 131/21 132/7 140/12 | 32/7 42/23 112/20 | 123/18 133/16 133/22 | 206/18 206/18 206/19 | 26/10 27/24 28/19 29/3 |
| 145/3 149/17 149/22 | 155/14 160/18 160/20 | 134/11 134/13 137/2 | 207/11 207/16 207/18 | 30/1 31/5 31/8 36/16 |
| 161/9 169/6 169/12 | 160/22 168/12 170/3 | 157/7 162/14 166/14 | 207/19 208/1 208/10 | 37/1 37/5 41/7 53/5 |
| 179/1 181/11 204/21 | 171/21 173/2 177/19 | 166/18 167/4 173/12 | 208/23 | 53/6 53/7 53/10 61/11 |
| 209/4 209/22 | 185/23 189/14 193/3 | 173/15 174/8 194/23 | declarations [3] 44/19 | 61/21 62/2 62/3 62/4 |
| couldn't [5] 12/5 60/23 | 206/19 | dated [14] 77/21 78/10 | 119/24 207/21 | 62/6 62/8 62/9 62/10 |
| 62/19 103/11 170/20 | cover [5] 57/16 182/19 | 101/4 106/10 126/22 | declaratory [1] 9/4 | 62/21 62/23 66/6 66/20 |
| counsel [27] 3/3 3/10 | 182/20 182/21 182/23 | 134/4 137/23 144/24 | declare [2] 62/22 | 66/25 67/8 67/10 67/12 |
| 17/21 60/13 60/14 | covered [5] 53/4 174/3 | 148/16 150/8 152/6 | 119/20 | 67/13 75/19 88/15 |
| 101/10 102/7 102/22 | 182/24 182/25 184/23 | 166/15 166/20 194/13 | declares [2] 110/20 | 88/19 89/1 89/5 91/9 |
| 103/1 103/7 103/12 | covering [2] 182/13 | dates [5] 37/22 73/24 | 207/14 | 91/21 93/7 93/12 |
| 107/12 113/1 113/13 | 182/14 | 102/16 123/7 133/12 | deed [143] 5/13 5/14 | 105/23 115/20 116/5 |
| 115/5 121/4 121/5 | covers [3] 177/25 | day [13] 1/12 39/4 50/4 | 5/15 5/17 6/2 6/3 7/3 | 116/16 116/24 117/7 |
| 121/22 121/24 122/16 | 182/20 182/22 | 53/1 59/15 93/19 | 7/16 7/22 8/3 8/10 8/11 | 131/11 132/15 140/20 |
| 123/3 138/16 142/5 | Cox [3] 140/8 140/10 | 101/23 114/8 150/16 | 9/8 9/13 9/21 11/1 11/8 | 167/10 194/16 194/17 |
| 142/6 168/18 200/18 | 152/18 | 156/20 156/21 166/17 | 11/11 12/2 12/6 12/13 | 194/22 194/23 194/25 |
| 202/4 | Cranberries [1] 170/16 | 214/1 | 12/16 12/22 13/3 13/6 | 195/6 200/15 |
| counted [1] 66/16 | create [3] 46/5 113/9 | days [21] 5/1 11/15 | 13/11 13/14 14/23 15/4 | defaulted [5] 12/9 |
| counterclaim [1] 9/3 | 188/15 | 16/10 16/14 45/24 | 15/13 15/24 16/2 17/3 | 23/14 36/23 37/2 66/12 |
| counterintuitive [1] | created [5] 20/16 47/9 | 46/10 46/19 67/22 93/8 | 17/9 17/12 20/11 22/6 | defaults [3] 61/10 |
| 65/14 | 70/2 102/4 184/21 | 93/18 113/4 113/14 | 22/7 22/11 22/15 22/19 | 67/17 67/22 |
| countersigned [1] | creating [1] 188/10 | 115/13 116/24 117/2 | 23/7 23/8 25/3 25/7 | defeat [4] 21/25 35/6 |
| 166/23 | credits [1] 29/24 | 117/4 118/5 164/22 | 26/4 27/17 35/8 35/14 | 35/12 47/6 |
| county [50] 1/2 3/1 | critical [1] 76/10 | 186/19 213/12 214/2 | 35/17 38/8 38/10 38/14 | defective [1] 15/8 |
| 5/19 6/5 6/16 6/19 6/23 | cross [8] 2/7 2/11 18/1 | deal [6] 60/24 120/15 | 39/9 44/10 56/11 59/9 | defendant [4] 1/9 8/11 |
| 7/23 8/1 8/2 8/4 8/6 8/9 | 48/6 48/22 162/19 | 164/23 185/22 199/23 | 70/7 70/13 70/18 72/14 | 48/25 106/25 |
| 11/24 11/25 12/18 | 162/21 213/3 | 206/8 | 74/20 76/6 79/18 81/5 | defense [2] 17/1 18/6 |
| 12/18 12/21 12/22 13/1 | cross-examination [5] | dealing [2] 165/1 187/2 | 81/15 91/1 93/10 98/1 | defibrillator [1] 212/21 |
| 13/9 13/10 13/13 27/10 | 2/7 2/11 18/1 48/22 | dealings [2] 90/20 | 98/11 100/1 100/3 | deficiency [1] 55/19 |
| 27/21 32/6 38/4 38/11 | 162/21 | 90/22 | 112/2 118/25 119/1 | defined [1] 184/10 |
| 39/6 39/23 41/22 41/22 | CROTEAU [21] 1/18 | deals [1] 60/22 | 119/3 120/5 120/7 | defining [1] 187/24 |
| 78/7 81/11 105/18 | 2/7 2/11 2/13 3/17 | deannexation [1] | 120/8 120/12 120/20 | deflect [1] 65/4 |
| 126/24 141/4 141/8 | 12/15 24/23 48/24 | 183/24 | 120/23 121/3 126/3 | degrees [1] 100/17 |
| 142/15 143/3 146/24 | 79/11 87/14 92/6 109/7 | deannexed [1] 187/10 | 126/25 127/9 127/11 | delinquencies [1] |
| 149/3 149/6 151/11 | 110/15 113/25 115/25 | debate [1] 82/3 | 128/23 128/24 129/1 | 129/10 |
| 170/4 171/21 172/18 | 146/17 147/6 147/9 | debt [2] 147/22 147/23 | 130/21 130/24 135/10 | delinquent [33] 6/9 |
| 173/1 183/8 210/1 | 148/10 150/2 153/17 | decade [1] 19/10 | 136/6 136/10 136/18 | 10/8 10/13 11/4 13/22 |
| couple [3] 48/7 57/6 | Croteau's [2] 15/14 | December [24] 5/11 | 136/23 139/3 141/14 | 25/20 26/14 26/19 |
| 77/8 | 204/20 | 5/20 7/23 10/15 11/2 | 142/23 142/24 143/2 | 27/13 28/6 28/8 31/7 |
| coupled [1] 16/23 | cure [3] 37/12 46/3 | 14/3 26/3 36/8 61/23 | 143/4 143/4 146/20 | 36/13 37/8 38/9 41/1 |
| course [10] 12/17 | 113/7 | 69/25 70/2 70/5 70/20 | 149/24 150/7 151/2 | 41/5 43/9 43/12 78/3 |
| 14/18 15/16 16/24 17/3 | curiosity [1] 166/22 | 71/3 85/5 85/11 86/23 | 151/5 151/7 151/8 | 78/15 78/23 78/24 |
| 38/15 50/3 51/2 106/21 | current [16] 19/4 19/17 | 87/19 101/20 102/12 | 158/14 159/3 159/9 | 81/13 88/9 88/16 91/2 |
| 112/19 | 19/18 19/20 27/19 | 122/18 148/16 198/22 | 159/18 159/23 160/1 | 91/9 94/3 105/19 |
| court [49] 1/2 1/11 | 155/17 156/2 156/5 | 198/23 | 160/9 160/9 163/21 | 126/13 129/18 148/1 |
| 1/24 4/10 8/14 9/12 | 196/9 196/10 196/22 | December 26 [1] 7/23 | 164/5 191/15 191/23 | delivered [1] 5/13 |
| 9/14 14/1 14/13 14/24 | 197/1 197/1 197/16 | December 9 [1] 5/11 | 191/25 194/2 195/9 | delivery [3] 45/25 |
| 16/4 16/16 16/19 17/2 | 200/8 202/2 | decision [2] 118/12 | 195/17 195/22 195/23 | 113/4 115/14 |
| 17/10 19/3 19/7 19/20 | currently [5] 19/13 | 167/25 | 195/25 196/20 197/18 | demand [8] 23/16 |
| 20/7 22/10 32/12 33/4 | 93/17 131/8 148/1 | decisions [1] 163/1 | 198/2 198/5 198/7 | 23/18 54/21 54/23 |
| 40/11 52/13 52/24 | 154/12 | declarant [18] 32/4 | 198/8 198/10 198/17 | 54/24 56/15 69/8 69/9 |
| 54/10 55/6 91/18 108/6 | custodian [1] 210/4 | 46/3 110/20 112/13 | 198/22 199/24 202/1 | demands [1] 125/17 |
| 108/16 108/18 109/10 | cut [2] 57/13 175/5 | 113/8 170/14 171/8 | 203/14 204/8 | denial [1] 57/1 |
| 109/25 110/5 113/13 | cut-off [1] 175/5 | 172/24 181/1 181/2 | deeded [8] 8/3 12/22 | deny [1] 21/25 |
| 114/4 142/15 142/16 | cut-up [1] 57/13 | 182/8 182/9 183/6 | 118/16 118/18 141/5 | department [13] 19/22 |
| 154/12 156/17 157/9 | D | 184/7 184/9 187/24 | 141/7 151/4 151/9 | 19/23 19/24 72/19 |
| 158/4 158/11 159/2 | daily [1] 171/2 | 188/10 207/14 | deeding [1] 150/17 | 72/20 72/21 72/22 84/8 |
| 159/11 160/18 179/13 | damages [1] 146/11 | declarants [2] 110/14 | deeds [10] 73/4 131/17 | 87/5 97/16 140/15 |
| 206/17 211/17 | dandy [1] 49/12 | 111/4 | 158/11 160/6 164/24 | 141/13 141/20 |
| Court's [4] 15/1 50/15 | data [2] 88/10 167/4 | declaration [40] 6/21 | 191/6 197/21 199/17 | departments [1] 19/12 |
| 77/4 92/2 | database [1] 132/3 | 7/10 32/6 32/8 32/21 | 202/14 202/15 | depending [2] 52/25 |
| courtesy [2] 87/24 | date [38] 22/12 22/13 | 35/5 42/23 47/5 47/17 | deemed [3] 56/11 | 69/12 |
| 147/25 | 24/16 25/25 36/7 40/16 | 110/17 110/19 110/22 | 57/11 197/9 | depends [4] 56/2 87/1 |
| covenant [5] 42/14 | 40/23 41/10 41/12 | 111/1 111/2 112/1 | deems [1] 55/6 | 203/7 208/17 |
| 112/3 176/15 189/12 | 59/11 70/5 70/15 73/25 | 119/25 170/3 171/11 | deeper [1] 90/24 | Deposit [1] 5/25 |
| | | 171/20 173/2 173/4 | default [73] 6/24 6/25 | DEPT [1] 1/6 |

| | | | | |
|----------|---|---|--|--|
| D | 132/16 133/3 133/4 134/7 137/11 140/7 140/9 140/11 141/12 141/14 143/6 146/14 155/6 155/7 155/16 156/22 159/21 161/22 165/8 165/16 170/6 172/2 172/3 175/20 175/24 176/24 177/2 177/4 177/6 177/9 177/13 177/15 177/17 178/14 178/16 178/19 179/3 179/6 179/7 179/10 179/15 182/12 182/16 182/18 182/22 183/2 183/24 186/18 189/23 190/7 190/18 193/15 193/22 198/19 200/4 200/18 200/19 201/10 201/23 didn't [50] 24/21 24/24 26/9 30/4 30/6 49/5 51/17 58/9 59/15 62/21 65/2 65/16 67/4 68/21 79/25 81/12 90/15 91/19 92/14 94/18 96/5 96/6 96/6 96/7 96/14 100/19 101/25 102/14 108/22 109/11 116/6 121/8 122/3 122/17 127/24 128/22 131/22 142/18 175/19 176/3 179/10 180/1 180/19 180/21 181/18 182/24 190/6 190/7 193/22 201/17 difference [7] 31/10 53/19 68/6 95/19 177/22 177/22 177/23 differences [1] 100/19 different [44] 9/25 14/5 44/7 54/24 55/25 57/1 57/5 62/17 72/12 73/24 104/19 111/4 111/5 149/10 149/15 169/3 175/18 177/21 177/25 178/12 178/13 178/15 178/16 179/12 179/13 179/16 179/18 179/19 179/23 180/1 180/6 180/14 180/16 180/17 181/22 182/2 182/25 183/13 191/14 195/7 197/11 197/12 197/13 199/5 differently [2] 55/5 64/23 difficult [1] 88/21 direct [9] 2/6 2/10 19/1 44/12 127/21 154/8 163/6 199/13 200/25 directed [2] 127/23 152/17 directly [2] 64/7 86/22 dirt [1] 174/3 disagree [4] 17/4 117/23 119/5 130/8 discuss [2] 98/2 209/14 | discussed [10] 89/21 95/19 101/1 115/19 126/13 138/4 139/7 147/6 147/8 147/13 discussing [4] 32/14 44/6 60/7 192/25 dispute [3] 10/12 11/9 13/16 disrespectful [2] 211/2 211/10 distinct [1] 113/18 distinction [2] 107/18 107/21 distinguishable [1] 108/15 DISTRICT [3] 1/2 1/11 142/15 division [4] 5/24 9/18 26/24 190/9 do [222] document [116] 6/20 13/24 14/8 14/14 14/16 14/21 20/14 23/6 26/17 28/2 28/2 28/5 30/5 30/9 30/17 30/20 31/1 31/13 31/17 31/20 32/11 32/12 32/23 33/2 33/4 33/8 33/10 34/15 34/19 37/5 38/7 38/24 39/12 41/4 41/12 42/4 44/4 44/15 44/17 44/21 44/23 46/12 59/7 74/15 74/18 77/2 77/5 88/12 88/13 88/20 90/11 98/9 98/22 99/17 101/8 104/6 105/1 105/14 110/12 110/15 110/17 110/17 116/3 116/3 118/21 119/21 123/21 124/1 130/20 131/21 136/16 136/20 138/21 138/23 139/15 139/15 139/16 156/17 156/19 156/23 157/10 158/21 159/7 159/12 159/22 159/23 160/5 161/14 161/14 161/20 165/6 168/13 172/2 172/12 176/18 176/20 177/1 177/18 177/23 177/24 179/11 181/7 189/21 192/18 192/19 194/20 195/24 196/25 201/21 202/18 203/6 205/4 206/4 206/5 207/25 209/23 documented [2] 22/5 22/6 documents [39] 13/20 14/20 15/5 15/16 15/18 21/18 30/14 31/6 44/18 54/17 73/24 74/1 76/3 76/7 76/8 76/23 77/9 78/11 88/22 96/24 100/8 101/11 115/21 116/9 146/18 149/9 155/6 162/12 162/13 168/23 178/14 180/4 182/1 188/2 190/25 | 191/22 193/20 200/14 201/23 dodge [3] 58/6 95/9 119/23 dodging [1] 65/10 does [83] 5/16 10/5 19/23 19/24 20/25 20/25 21/20 28/5 28/6 28/10 31/17 31/19 31/21 34/12 35/20 35/21 36/12 36/15 36/16 36/18 41/1 41/7 41/10 41/11 41/14 41/15 46/4 46/8 50/5 53/22 54/1 54/20 55/7 56/25 65/1 65/14 65/22 67/9 70/25 72/19 72/22 83/9 83/10 83/12 83/18 84/2 84/3 86/21 86/22 87/25 88/1 88/6 88/17 94/10 94/22 95/13 96/18 111/5 112/9 113/8 120/23 127/16 136/17 137/15 139/4 139/24 140/15 151/2 160/1 162/2 168/2 175/8 175/9 175/12 182/21 195/18 199/14 200/3 200/4 202/18 206/25 209/16 210/8 doesn't [21] 31/9 49/12 53/21 74/5 91/18 102/20 104/1 108/25 113/15 128/3 139/20 139/22 187/14 196/7 196/25 200/2 203/14 204/3 210/8 212/6 212/13 doing [10] 61/1 65/21 92/19 124/9 167/10 173/8 177/5 184/8 191/12 196/22 dollar [1] 56/24 dollars [2] 68/4 68/6 don't [159] 17/4 28/20 43/10 52/20 55/19 56/8 56/18 57/7 58/20 58/20 59/14 62/22 64/6 65/6 66/13 72/18 72/20 73/10 73/18 73/19 74/5 74/6 75/11 76/12 76/14 77/11 79/1 80/14 82/6 82/13 82/14 82/15 86/19 88/21 90/22 93/3 95/9 95/14 96/1 96/15 97/14 97/15 99/5 100/7 100/10 101/18 102/16 102/21 107/10 113/2 113/2 114/7 114/14 116/4 117/23 118/3 118/23 121/7 121/16 121/17 121/23 122/8 125/6 127/5 127/23 128/9 129/4 129/20 131/2 131/19 131/20 132/5 132/11 132/12 132/21 133/16 133/16 133/23 133/23 135/23 135/24 137/2 137/5 | 137/9 137/10 138/12 138/24 139/6 139/6 139/11 140/12 140/13 141/18 141/21 142/1 142/9 143/8 143/8 143/9 143/16 152/22 152/23 152/24 153/6 153/9 157/14 163/11 163/12 163/13 163/25 164/23 165/18 166/1 166/7 166/10 167/16 169/18 169/19 170/8 177/5 178/21 181/19 181/20 183/2 183/4 183/4 183/11 184/1 184/13 184/19 185/20 185/21 185/21 185/22 188/5 188/9 191/13 191/18 192/13 193/12 193/22 194/19 194/19 196/3 196/6 197/5 199/1 205/16 208/25 211/9 211/20 211/21 212/15 212/17 212/17 212/23 213/5 213/19 214/10 done [25] 60/20 68/11 68/12 71/10 74/19 76/15 113/15 135/4 141/21 141/22 141/23 142/5 142/22 144/6 144/7 144/17 166/15 168/1 179/19 182/16 187/6 192/11 192/25 198/21 200/7 dot [6] 193/21 195/15 195/16 195/16 195/20 195/20 double [1] 178/17 down [14] 4/19 27/13 29/15 52/14 64/9 90/24 106/17 143/15 153/20 163/9 173/11 185/12 193/19 210/19 drafted [1] 180/23 draw [2] 134/8 192/24 drill [1] 64/9 due [16] 7/24 8/6 16/13 23/17 24/14 34/3 38/2 39/6 56/17 62/13 64/22 103/15 124/13 173/22 189/7 212/16 duly [2] 18/16 154/1 duplicate [1] 149/4 during [2] 59/22 60/18 |
| E | e-mailed [2] 156/20 156/21 each [5] 14/5 76/1 149/9 174/7 185/2 earlier [13] 35/24 36/14 36/22 41/8 63/18 79/19 88/25 94/2 94/14 97/17 98/2 147/8 168/8 easement [4] 167/12 167/14 167/15 167/19 easements [2] 155/14 168/12 | | | |

| | | | | |
|--------------------------------|---------------------------------|--------------------------------|------------------------------|---------------------------------|
| E | 63/7 | events [3] 10/6 138/5 | 22/8 23/4 23/13 24/7 | Exhibit 22 [3] 38/5 |
| easier [1] 29/10 | enforcement [2] | 139/8 | 24/9 25/14 26/11 26/13 | 125/19 149/24 |
| east [6] 82/4 84/21 | 111/10 112/18 | ever [23] 12/25 24/24 | 27/23 28/24 30/7 33/1 | Exhibit 23 [1] 126/8 |
| 89/23 100/15 100/17 | enforcing [2] 111/17 | 53/21 58/11 66/25 | 33/12 33/14 36/1 36/19 | Exhibit 24 [1] 126/20 |
| 133/14 | 113/21 | 79/17 81/14 95/24 | 37/16 38/5 38/22 39/11 | Exhibit 25 [2] 38/22 |
| easy [1] 68/8 | engage [2] 88/3 148/3 | 116/4 116/4 121/16 | 39/17 39/18 40/8 40/11 | 127/6 |
| edification [3] 50/16 | Engineering [5] | 122/8 130/7 130/11 | 43/19 44/5 44/12 46/13 | Exhibit 26 [2] 39/11 |
| 77/4 89/11 | 170/18 170/21 176/1 | 130/16 130/17 137/11 | 46/21 46/23 46/23 | 39/18 |
| effect [12] 32/22 58/10 | 177/16 181/10 | 139/1 140/4 176/18 | 58/19 58/25 59/3 61/1 | Exhibit 28 [6] 160/17 |
| 112/23 136/9 189/9 | English [1] 93/15 | 181/6 192/13 201/10 | 61/15 63/2 69/17 69/19 | 161/21 162/6 165/5 |
| 196/5 196/21 209/14 | enjoy [1] 20/25 | every [2] 13/8 102/23 | 69/20 69/24 70/4 70/6 | 166/14 208/3 |
| 209/15 209/15 209/17 | enough [21] 16/3 53/8 | everybody [2] 69/14 | 71/18 71/18 71/19 | Exhibit 3 [13] 44/12 |
| 209/19 | 60/25 60/25 63/1 69/16 | 80/1 | 71/24 71/25 72/1 74/7 | 46/23 46/23 110/3 |
| effectively [4] 75/2 | 76/10 76/16 84/15 | everyone [2] 48/14 | 74/22 74/23 76/16 | 111/15 114/22 114/23 |
| 174/2 175/7 175/12 | 85/10 93/4 97/6 97/7 | 79/7 | 76/25 77/18 80/3 81/1 | 115/3 161/22 162/6 |
| egress [1] 167/19 | 97/17 105/10 121/1 | everything [7] 55/20 | 81/3 81/18 82/18 82/20 | 176/13 188/8 193/9 |
| eight [2] 135/11 138/12 | 121/10 172/14 177/14 | 65/22 67/18 78/22 | 85/16 89/14 90/10 | Exhibit 3 is [1] 193/10 |
| either [12] 5/16 12/4 | 185/24 192/16 | 102/25 139/5 143/17 | 90/14 91/1 91/5 93/1 | Exhibit 3 now [1] |
| 15/2 53/18 60/17 73/19 | ensure [2] 185/22 | evidence [23] 13/4 | 95/18 98/6 98/11 99/21 | 176/13 |
| 95/23 96/23 97/23 | 205/11 | 14/23 14/24 15/21 16/9 | 100/22 103/2 103/2 | Exhibit 34 [1] 142/10 |
| 102/14 135/24 199/25 | ensuring [2] 167/17 | 16/13 16/21 17/18 81/7 | 105/10 109/15 109/15 | Exhibit 4 [4] 23/13 |
| elapsed [1] 173/13 | 167/22 | 81/9 81/15 106/3 | 110/3 111/15 114/22 | 61/1 69/24 70/4 |
| elect [2] 46/4 113/9 | entire [4] 59/22 66/15 | 113/14 114/7 118/17 | 114/23 115/3 116/13 | Exhibit 43 [3] 82/18 |
| election [19] 24/11 | 66/17 163/19 | 120/11 122/4 125/4 | 117/13 118/23 120/13 | 91/5 116/13 |
| 27/24 29/3 31/5 31/8 | entirely [1] 197/11 | 136/20 138/21 140/19 | 123/10 123/22 124/10 | Exhibit 46 [1] 77/18 |
| 36/16 41/8 88/15 88/19 | entirety [1] 34/15 | 140/20 188/2 | 125/19 126/8 126/19 | Exhibit 47 [5] 134/1 |
| 91/2 91/9 93/7 93/12 | entities [4] 149/15 | exact [5] 60/23 82/13 | 126/20 127/6 130/22 | 134/3 141/3 151/15 |
| 115/20 117/8 194/18 | 169/11 178/16 182/5 | 103/12 133/16 133/22 | 133/1 134/1 134/3 | 151/17 |
| 194/22 194/23 195/6 | entitled [5] 17/11 34/24 | exactly [2] 97/13 187/7 | 137/17 138/23 140/18 | Exhibit 5 [6] 69/19 |
| elections [1] 91/2 | 111/24 195/17 214/20 | examination [15] 2/6 | 141/3 142/10 144/21 | 69/20 70/6 71/19 72/1 |
| electronic [2] 73/23 | entity [8] 132/9 139/2 | 2/7 2/8 2/10 2/11 2/12 | 147/5 148/14 149/24 | 98/11 |
| 166/25 | 149/17 177/11 181/24 | 2/13 18/1 19/1 48/22 | 151/15 151/17 152/16 | Exhibit 5, sir [1] 69/17 |
| else [12] 25/5 65/23 | 182/1 188/22 188/23 | 144/19 154/8 162/21 | 152/17 156/13 159/2 | Exhibit 50 [3] 137/17 |
| 78/22 81/21 100/20 | entry [3] 129/2 129/5 | 204/18 209/12 | 159/15 159/17 160/17 | 138/23 144/21 |
| 118/16 118/18 139/5 | 156/14 | examine [1] 177/6 | 161/10 161/12 161/15 | Exhibit 52 [1] 99/21 |
| 181/23 192/12 197/22 | equitable [1] 112/3 | examiner [3] 155/2 | 161/21 161/22 161/22 | Exhibit 53 [4] 89/14 |
| 203/8 | equity [1] 42/20 | 155/4 155/17 | 162/6 162/6 162/6 | 140/18 152/16 152/17 |
| else's [3] 80/2 120/6 | equivalent [1] 97/9 | example [2] 104/19 | 165/5 166/14 169/18 | Exhibit 54 [2] 90/10 |
| 166/24 | erected [2] 34/8 103/20 | 204/20 | 171/23 171/24 175/3 | 90/14 |
| email [6] 10/21 10/25 | error [11] 97/22 203/3 | Excel [1] 75/18 | 176/10 176/13 176/13 | Exhibit 6 [1] 74/7 |
| 126/12 137/11 156/22 | 203/4 203/7 203/9 | except [4] 32/19 45/11 | 177/6 177/15 183/9 | Exhibit 7 [2] 23/4 |
| 156/24 | 203/12 204/10 205/2 | 110/9 185/15 | 188/8 189/18 193/9 | 74/22 |
| employed [2] 19/15 | 205/11 205/21 206/1 | exception [11] 152/13 | 193/10 201/2 206/12 | Exhibit 7 that [1] 74/23 |
| 154/25 | escrow [4] 189/2 189/3 | 159/4 160/20 193/1 | 208/3 | Exhibit 9 [3] 26/13 |
| employee [1] 7/4 | 189/5 189/7 | 193/3 193/18 194/25 | Exhibit 1 [8] 33/1 | 76/25 95/18 |
| enacted [6] 14/2 14/18 | ESQ [3] 1/16 1/17 1/18 | 208/4 208/7 208/14 | 33/14 100/22 103/2 | exhibits [7] 2/15 4/5 |
| 33/5 101/14 101/21 | essence [1] 64/16 | 208/22 | 161/22 162/6 169/18 | 4/11 26/13 91/24 92/9 |
| 102/19 | essentially [2] 53/1 | exceptions [6] 158/7 | 177/6 | 156/15 |
| encumber [2] 44/8 | 105/20 | 158/12 161/19 168/7 | Exhibit 10 [1] 28/24 | Exhibits 1 [1] 4/11 |
| 160/2 | establish [3] 16/10 | 194/24 208/4 | Exhibit 11 [3] 123/10 | exist [1] 199/11 |
| encumbered [3] | 91/20 104/1 | excess [3] 141/24 | 189/18 201/2 | existence [1] 188/23 |
| 110/23 175/2 207/16 | established [3] 92/7 | 142/3 142/14 | Exhibit 12 [7] 25/14 | existing [2] 34/5 |
| encumbers [2] 5/14 | 106/9 111/23 | excuse [20] 22/7 25/12 | 36/1 80/3 81/1 81/18 | 103/17 |
| 9/22 | estate [5] 96/21 151/23 | 31/2 34/10 40/10 41/6 | 93/1 147/5 | exists [1] 14/8 |
| encumbrance [1] | 152/1 167/11 198/14 | 44/1 45/4 69/18 83/16 | Exhibit 14 [4] 36/19 | Expanding [1] 204/20 |
| 112/7 | euphemism [1] 80/21 | 90/4 90/13 100/24 | 105/10 117/13 123/22 | expect [1] 178/21 |
| encumbrances [11] | evaluation [2] 18/1 | 101/8 122/10 122/21 | Exhibit 15 [3] 40/11 | expedite [1] 18/2 |
| 10/4 34/24 42/17 | 187/7 | 146/9 151/10 167/23 | 46/13 133/1 | expense [1] 129/14 |
| 104/14 111/5 111/7 | even [18] 16/15 16/20 | 178/11 | Exhibit 17 [1] 118/23 | experience [7] 19/7 |
| 114/5 155/13 157/21 | 81/11 81/12 82/14 | execute [2] 171/11 | Exhibit 18 [2] 24/7 | 30/15 160/8 164/25 |
| 157/25 158/1 | 95/24 102/12 109/1 | 174/12 | 120/13 | 178/20 183/16 206/10 |
| end [9] 15/1 53/1 56/23 | 112/11 141/3 141/10 | executed [6] 4/16 5/9 | Exhibit 19 [2] 37/16 | expert [6] 102/22 |
| 61/23 66/19 69/2 81/16 | 179/8 188/22 188/23 | 5/12 69/24 136/7 | 124/10 | 102/24 103/12 201/14 |
| 150/16 213/4 | 191/1 195/16 204/3 | 136/10 | Exhibit 2 [7] 33/12 | 201/15 201/18 |
| ends [1] 164/15 | 205/25 | exercise [1] 93/11 | 44/5 46/21 109/15 | explain [7] 9/12 9/14 |
| enforce [5] 9/13 35/5 | evening [1] 214/17 | exercised [1] 47/5 | 171/23 171/24 177/15 | 33/4 52/24 54/9 54/10 |
| 35/11 46/5 113/9 | event [9] 53/5 53/6 | exercises [1] 93/21 | Exhibit 20 [1] 24/9 | 63/17 |
| enforced [2] 21/15 | 55/5 57/24 66/6 66/20 | exhibit [150] 4/13 | Exhibit 21 [2] 58/25 | explanation [1] 57/10 |
| | 104/21 180/13 189/16 | 14/13 20/12 20/13 21/7 | 59/3 | explore [1] 15/15 |

| | | | | |
|---|--|---|--|--|
| E express [2] 42/15 178/13 expressly [1] 32/19 extensively [1] 95/21 extent [6] 45/12 110/9 112/17 130/9 185/16 209/20 external [1] 212/21 extinguish [1] 14/22 extinguished [5] 12/16 25/3 25/8 38/4 38/21 extraordinarily [1] 163/4 extremely [1] 212/12 | 202/1 FDIC [9] 5/25 6/1 8/25 9/8 20/22 20/22 20/25 74/24 75/12 February [8] 7/5 11/4 37/24 40/24 46/17 124/17 125/16 195/12 February 26 [3] 7/5 40/24 46/17 federal [12] 5/24 21/13 21/15 21/20 22/1 50/12 51/14 51/15 52/22 52/22 63/8 67/15 fee [6] 136/12 152/14 167/12 167/18 169/9 174/9 feel [2] 65/5 95/14 fees [3] 29/23 29/24 29/24 few [4] 4/2 5/1 49/2 206/9 FHA [1] 50/17 fide [3] 15/15 15/21 15/24 figure [4] 86/18 169/10 187/8 189/1 figures [1] 25/25 file [15] 73/8 73/9 73/11 73/13 73/20 73/23 96/5 96/9 96/12 121/23 132/19 156/18 157/2 186/22 203/23 filed [13] 24/3 32/5 74/16 102/20 125/21 142/25 169/13 172/25 173/14 176/16 180/10 194/10 200/15 files [6] 60/24 75/5 75/17 76/1 105/7 118/7 filing [9] 21/17 22/6 22/6 24/17 30/22 31/12 73/24 134/24 185/9 fill [2] 194/24 195/1 final [2] 93/20 168/5 finally [2] 16/19 212/22 financial [24] 5/24 6/7 10/7 13/17 25/24 26/2 26/24 36/11 77/22 87/23 88/8 93/17 119/6 135/1 135/25 136/5 136/7 136/10 140/18 147/20 147/22 147/24 152/18 198/16 financing [5] 134/20 135/3 135/7 193/24 198/19 find [15] 16/24 58/21 65/4 78/17 78/22 78/23 96/22 104/10 109/10 139/10 140/12 189/6 189/13 211/18 211/19 finding [1] 28/21 finds [2] 16/4 16/16 fine [27] 18/8 49/12 52/15 65/12 71/2 71/16 78/25 115/10 123/13 124/9 124/9 132/13 132/23 132/25 133/25 133/25 164/9 171/9 | 183/4 190/21 201/19 201/19 213/1 213/3 213/9 213/19 214/7 finger [2] 99/5 119/16 finish [3] 71/9 213/22 213/24 finished [2] 142/22 199/19 firm [1] 58/13 first [92] 5/13 6/20 9/19 10/24 10/25 11/7 12/12 12/14 12/15 14/22 15/4 15/13 16/1 17/3 17/9 17/11 18/12 18/16 19/14 19/15 20/11 22/7 22/19 25/2 25/7 25/7 26/20 26/20 27/17 28/8 28/14 28/15 32/1 32/20 36/9 37/23 38/17 38/21 41/2 44/9 44/19 58/9 58/11 70/4 71/18 72/1 79/16 81/4 81/8 81/15 86/25 94/18 94/23 95/11 95/13 98/18 107/14 122/3 128/11 129/21 129/22 135/11 138/25 140/5 146/19 146/19 147/17 147/18 150/13 154/1 154/14 154/15 154/18 154/25 154/25 155/17 156/3 171/20 173/9 175/12 179/21 189/8 190/9 195/23 199/17 200/25 207/13 208/6 208/7 208/13 209/2 212/24 fits [1] 17/6 Fitzpatrick [1] 149/2 five [3] 31/14 155/8 173/13 fixable [2] 203/4 204/11 flabbergasted [1] 60/15 flip [1] 77/24 flush [1] 128/17 fly [1] 196/21 follow [2] 78/9 202/22 follow-up [1] 78/9 followed [1] 56/2 following [5] 13/1 24/17 45/25 113/4 115/14 follows [2] 18/17 154/2 force [1] 32/22 foreclose [12] 53/18 69/7 112/14 113/14 114/6 120/24 123/3 139/5 146/14 146/15 147/2 191/15 foreclosed [11] 60/21 95/1 108/5 109/1 114/1 114/10 117/18 118/7 119/8 134/9 198/2 foreclosing [3] 21/18 131/25 191/12 foreclosure [114] 7/6 7/8 7/18 7/20 7/22 8/11 9/3 9/13 9/15 10/24 | 12/2 12/6 12/16 13/1 13/3 13/11 13/14 13/21 13/24 14/20 14/22 15/3 16/1 17/11 24/5 24/19 25/8 25/9 25/10 35/16 36/24 40/4 40/12 40/14 40/18 40/21 40/22 40/25 42/4 43/24 45/23 46/9 46/13 46/15 46/18 47/15 47/20 47/25 53/25 54/21 55/6 59/9 59/24 59/25 61/22 62/13 80/7 80/8 81/12 88/4 93/22 104/21 106/9 113/3 115/12 118/25 119/1 119/3 120/5 120/7 120/8 120/10 120/12 120/20 120/23 121/2 124/16 128/22 132/17 133/10 136/6 136/10 136/14 136/18 136/22 141/25 142/2 142/23 142/24 143/2 143/6 146/12 148/3 163/21 164/4 166/5 190/15 191/5 195/2 195/5 195/11 195/17 195/21 195/22 197/18 197/23 198/5 198/13 199/2 199/3 199/18 199/24 204/7 204/8 foreclosures [7] 164/19 164/23 164/24 165/1 185/22 196/3 199/16 form [10] 86/13 101/16 104/25 106/2 106/11 118/17 120/11 125/4 136/19 138/20 format [1] 165/12 formed [1] 188/22 forth [13] 7/3 7/16 35/22 46/7 49/18 61/9 73/9 88/22 113/11 131/18 135/4 200/16 203/19 forty [1] 135/11 forty-eight [1] 135/11 forward [4] 29/22 62/13 67/9 213/17 forwarded [1] 127/2 forwarding [1] 131/14 found [3] 108/16 168/16 189/8 foundation [7] 21/2 50/22 51/6 51/19 92/1 169/1 207/2 foundational [3] 92/7 92/19 164/3 founded [1] 8/21 founders [1] 171/5 four [3] 19/11 31/14 136/1 Fourteen [1] 123/15 fourth [3] 94/1 148/10 149/8 frame [2] 60/24 69/25 frankly [2] 135/7 | 214/10 Freedom [1] 50/16 frequently [3] 182/23 189/15 189/16 Friday [8] 73/16 213/17 213/18 213/21 213/25 214/6 214/9 214/15 front [10] 4/3 20/12 26/15 40/9 131/21 156/13 166/14 181/7 194/19 202/1 frustrating [2] 65/8 212/12 frustration [1] 65/10 full [10] 18/18 32/22 41/2 42/9 54/22 55/17 57/1 154/3 207/13 213/12 fully [4] 24/21 46/2 47/17 113/7 funding [1] 62/18 funds [9] 56/14 67/9 67/15 67/19 67/24 68/14 142/14 142/15 142/17 further [7] 7/8 48/4 143/19 152/23 162/18 189/9 209/8 |
| F face [3] 5/17 30/5 196/21 fact [29] 14/23 31/22 46/18 56/10 56/13 62/14 67/12 68/22 87/20 89/5 89/9 91/20 91/21 91/21 92/13 105/23 106/13 108/2 110/16 115/19 117/18 117/21 126/16 133/12 178/15 179/20 189/8 198/3 199/17 factors [1] 17/10 facts [13] 4/7 4/9 4/14 4/25 91/12 92/9 106/3 116/15 116/19 117/17 125/9 125/9 146/23 factual [1] 17/7 fail [1] 210/10 failed [2] 9/1 20/21 failure [5] 35/3 35/11 46/2 113/6 210/12 fair [41] 11/21 53/8 53/20 60/25 60/25 63/1 69/16 73/5 76/10 76/16 76/23 81/19 81/25 81/25 84/15 85/10 88/24 93/4 97/6 97/7 97/17 103/1 105/10 106/10 121/1 121/10 137/6 149/18 149/22 160/8 172/14 174/4 177/14 178/20 185/24 192/16 193/24 200/18 208/23 210/5 210/16 faith [2] 35/9 47/7 fall [1] 185/23 familiar [18] 20/2 30/14 44/8 50/2 50/9 50/11 51/4 51/20 51/23 52/19 156/9 156/19 163/4 164/19 164/20 191/5 202/13 202/15 familiarity [2] 170/23 171/1 far [8] 37/4 55/25 59/2 75/20 121/12 126/16 181/17 186/25 fashion [1] 199/12 fatal [1] 203/6 favor [3] 143/1 158/14 | 202/1 FDIC [9] 5/25 6/1 8/25 9/8 20/22 20/22 20/25 74/24 75/12 February [8] 7/5 11/4 37/24 40/24 46/17 124/17 125/16 195/12 February 26 [3] 7/5 40/24 46/17 federal [12] 5/24 21/13 21/15 21/20 22/1 50/12 51/14 51/15 52/22 52/22 63/8 67/15 fee [6] 136/12 152/14 167/12 167/18 169/9 174/9 feel [2] 65/5 95/14 fees [3] 29/23 29/24 29/24 few [4] 4/2 5/1 49/2 206/9 FHA [1] 50/17 fide [3] 15/15 15/21 15/24 figure [4] 86/18 169/10 187/8 189/1 figures [1] 25/25 file [15] 73/8 73/9 73/11 73/13 73/20 73/23 96/5 96/9 96/12 121/23 132/19 156/18 157/2 186/22 203/23 filed [13] 24/3 32/5 74/16 102/20 125/21 142/25 169/13 172/25 173/14 176/16 180/10 194/10 200/15 files [6] 60/24 75/5 75/17 76/1 105/7 118/7 filing [9] 21/17 22/6 22/6 24/17 30/22 31/12 73/24 134/24 185/9 fill [2] 194/24 195/1 final [2] 93/20 168/5 finally [2] 16/19 212/22 financial [24] 5/24 6/7 10/7 13/17 25/24 26/2 26/24 36/11 77/22 87/23 88/8 93/17 119/6 135/1 135/25 136/5 136/7 136/10 140/18 147/20 147/22 147/24 152/18 198/16 financing [5] 134/20 135/3 135/7 193/24 198/19 find [15] 16/24 58/21 65/4 78/17 78/22 78/23 96/22 104/10 109/10 139/10 140/12 189/6 189/13 211/18 211/19 finding [1] 28/21 finds [2] 16/4 16/16 fine [27] 18/8 49/12 52/15 65/12 71/2 71/16 78/25 115/10 123/13 124/9 124/9 132/13 132/23 132/25 133/25 133/25 164/9 171/9 | 183/4 190/21 201/19 201/19 213/1 213/3 213/9 213/19 214/7 finger [2] 99/5 119/16 finish [3] 71/9 213/22 213/24 finished [2] 142/22 199/19 firm [1] 58/13 first [92] 5/13 6/20 9/19 10/24 10/25 11/7 12/12 12/14 12/15 14/22 15/4 15/13 16/1 17/3 17/9 17/11 18/12 18/16 19/14 19/15 20/11 22/7 22/19 25/2 25/7 25/7 26/20 26/20 27/17 28/8 28/14 28/15 32/1 32/20 36/9 37/23 38/17 38/21 41/2 44/9 44/19 58/9 58/11 70/4 71/18 72/1 79/16 81/4 81/8 81/15 86/25 94/18 94/23 95/11 95/13 98/18 107/14 122/3 128/11 129/21 129/22 135/11 138/25 140/5 146/19 146/19 147/17 147/18 150/13 154/1 154/14 154/15 154/18 154/25 154/25 155/17 156/3 171/20 173/9 175/12 179/21 189/8 190/9 195/23 199/17 200/25 207/13 208/6 208/7 208/13 209/2 212/24 fits [1] 17/6 Fitzpatrick [1] 149/2 five [3] 31/14 155/8 173/13 fixable [2] 203/4 204/11 flabbergasted [1] 60/15 flip [1] 77/24 flush [1] 128/17 fly [1] 196/21 follow [2] 78/9 202/22 follow-up [1] 78/9 followed [1] 56/2 following [5] 13/1 24/17 45/25 113/4 115/14 follows [2] 18/17 154/2 force [1] 32/22 foreclose [12] 53/18 69/7 112/14 113/14 114/6 120/24 123/3 139/5 146/14 146/15 147/2 191/15 foreclosed [11] 60/21 95/1 108/5 109/1 114/1 114/10 117/18 118/7 119/8 134/9 198/2 foreclosing [3] 21/18 131/25 191/12 foreclosure [114] 7/6 7/8 7/18 7/20 7/22 8/11 9/3 9/13 9/15 10/24 | 12/2 12/6 12/16 13/1 13/3 13/11 13/14 13/21 13/24 14/20 14/22 15/3 16/1 17/11 24/5 24/19 25/8 25/9 25/10 35/16 36/24 40/4 40/12 40/14 40/18 40/21 40/22 40/25 42/4 43/24 45/23 46/9 46/13 46/15 46/18 47/15 47/20 47/25 53/25 54/21 55/6 59/9 59/24 59/25 61/22 62/13 80/7 80/8 81/12 88/4 93/22 104/21 106/9 113/3 115/12 118/25 119/1 119/3 120/5 120/7 120/8 120/10 120/12 120/20 120/23 121/2 124/16 128/22 132/17 133/10 136/6 136/10 136/14 136/18 136/22 141/25 142/2 142/23 142/24 143/2 143/6 146/12 148/3 163/21 164/4 166/5 190/15 191/5 195/2 195/5 195/11 195/17 195/21 195/22 197/18 197/23 198/5 198/13 199/2 199/3 199/18 199/24 204/7 204/8 foreclosures [7] 164/19 164/23 164/24 165/1 185/22 196/3 199/16 form [10] 86/13 101/16 104/25 106/2 106/11 118/17 120/11 125/4 136/19 138/20 format [1] 165/12 formed [1] 188/22 forth [13] 7/3 7/16 35/22 46/7 49/18 61/9 73/9 88/22 113/11 131/18 135/4 200/16 203/19 forty [1] 135/11 forty-eight [1] 135/11 forward [4] 29/22 62/13 67/9 213/17 forwarded [1] 127/2 forwarding [1] 131/14 found [3] 108/16 168/16 189/8 foundation [7] 21/2 50/22 51/6 51/19 92/1 169/1 207/2 foundational [3] 92/7 92/19 164/3 founded [1] 8/21 founders [1] 171/5 four [3] 19/11 31/14 136/1 Fourteen [1] 123/15 fourth [3] 94/1 148/10 149/8 frame [2] 60/24 69/25 frankly [2] 135/7 | 214/10 Freedom [1] 50/16 frequently [3] 182/23 189/15 189/16 Friday [8] 73/16 213/17 213/18 213/21 213/25 214/6 214/9 214/15 front [10] 4/3 20/12 26/15 40/9 131/21 156/13 166/14 181/7 194/19 202/1 frustrating [2] 65/8 212/12 frustration [1] 65/10 full [10] 18/18 32/22 41/2 42/9 54/22 55/17 57/1 154/3 207/13 213/12 fully [4] 24/21 46/2 47/17 113/7 funding [1] 62/18 funds [9] 56/14 67/9 67/15 67/19 67/24 68/14 142/14 142/15 142/17 further [7] 7/8 48/4 143/19 152/23 162/18 189/9 209/8 |
| | | | | G gave [1] 198/13 GBC [3] 89/16 90/25 190/17 GBC000054 [1] 90/16 general [4] 17/4 74/1 110/19 207/11 generally [6] 30/16 50/3 75/14 157/18 167/19 171/16 generic [1] 184/17 Gerrard [3] 140/8 140/10 152/18 get [54] 3/24 5/4 24/24 47/23 49/19 53/11 53/16 53/19 54/13 56/14 57/8 57/12 57/14 62/19 63/22 63/25 64/7 65/9 67/23 69/3 69/6 73/3 75/10 81/6 83/13 87/5 89/16 90/25 91/19 91/21 91/22 92/18 95/25 111/12 116/6 120/4 120/16 121/20 121/21 123/9 126/2 129/1 132/1 132/2 133/22 143/6 167/19 168/10 190/20 191/21 199/1 199/25 212/17 213/16 gets [4] 11/6 64/20 131/25 199/6 getting [8] 56/17 65/24 67/8 78/19 117/7 125/3 146/24 163/25 Gibson [66] 4/16 5/8 5/15 6/8 20/8 20/16 27/1 27/16 27/21 28/15 28/23 29/10 39/25 41/19 119/7 119/7 |

| | | | | |
|--|--|---|--|--|
| <p>G</p> <p>Gibson... [50] 124/12 125/14 125/17 127/14 127/18 127/21 127/22 130/17 131/4 148/7 148/7 148/20 148/20 149/7 151/6 152/6 152/11 157/5 158/17 160/21 160/24 160/24 162/16 170/3 170/16 171/21 172/18 174/10 176/2 177/4 177/7 177/19 178/11 178/12 178/13 181/2 181/5 181/12 181/18 182/9 184/12 184/14 184/17 184/18 185/4 187/23 188/10 188/11 188/16 188/18</p> <p>gist [1] 103/10</p> <p>give [17] 16/12 51/8 56/7 56/9 58/9 67/19 77/6 77/15 89/17 100/9 109/5 113/14 130/22 191/14 192/11 197/8 213/12</p> <p>given [11] 17/17 26/23 28/25 53/3 75/16 75/20 77/9 116/23 142/23 179/20 199/4</p> <p>gives [2] 96/24 99/1</p> <p>giving [5] 21/18 120/9 174/13 187/24 198/7</p> <p>glasses [1] 49/19</p> <p>gleaned [2] 168/15 190/24</p> <p>go [118] 5/7 14/4 14/7 16/3 21/7 21/10 29/18 31/12 31/14 31/22 32/11 36/6 40/17 46/21 48/11 48/15 54/7 54/8 54/11 55/14 55/17 55/21 56/1 56/15 59/3 61/1 62/1 62/22 65/7 68/22 69/2 69/17 70/6 71/9 74/22 76/2 77/18 82/16 82/18 86/14 86/25 90/8 90/24 90/25 95/18 96/11 98/3 100/22 103/1 104/24 105/10 106/17 106/19 107/7 107/10 111/9 112/10 114/14 114/19 114/23 116/1 116/10 117/12 120/18 121/6 121/18 122/7 124/10 125/19 126/8 127/6 128/17 129/14 130/20 131/24 134/1 137/6 140/1 141/3 141/18 144/2 144/2 144/11 144/12 144/18 144/18 145/5 145/19 148/15 149/24 151/15 152/12 152/24 153/1 164/16 165/4 165/24 169/10 169/24 171/19 173/11 181/1 183/17 184/7</p> | <p>186/6 187/8 189/18 192/7 192/16 192/17 196/17 197/17 200/19 202/18 206/16 207/6 211/10 214/15</p> <p>goes [5] 88/7 173/18 188/14 202/20 202/21</p> <p>going [100] 9/10 9/14 9/17 9/24 10/11 11/9 13/16 13/22 14/19 15/1 17/1 17/18 17/19 18/1 25/8 27/13 29/8 30/7 36/1 42/5 44/12 49/11 49/17 50/18 50/21 51/8 54/4 54/8 54/25 55/11 55/11 56/5 56/7 60/14 65/9 75/12 80/14 86/6 88/22 92/6 92/10 92/17 98/11 99/5 99/24 107/12 107/13 112/25 118/7 119/22 120/1 120/17 122/6 128/16 129/19 129/20 130/5 143/24 144/4 144/9 144/11 144/12 144/15 147/9 149/21 150/21 155/9 163/15 163/20 163/22 164/7 165/3 167/8 174/15 178/8 178/22 178/25 179/1 180/10 183/14 185/6 185/8 185/9 186/15 187/5 188/11 188/14 192/24 192/24 196/16 201/8 201/15 201/17 207/3 210/15 210/25 211/6 211/13 212/14 212/21</p> <p>gone [11] 14/15 29/24 67/11 67/13 86/17 102/5 198/10 198/11 198/15 198/16 199/23</p> <p>good [33] 3/3 3/5 3/6 3/16 4/15 17/15 17/16 35/9 42/2 44/3 45/3 47/7 48/24 57/10 71/7 71/7 78/21 95/15 114/13 116/21 118/15 153/3 154/10 154/11 162/23 162/24 166/18 166/19 185/12 188/23 193/19 213/8 214/7</p> <p>good-through [1] 166/18</p> <p>got [43] 5/4 29/13 29/13 29/14 49/17 52/13 58/12 60/22 61/18 68/4 68/5 69/15 70/15 70/21 77/25 87/1 96/8 99/10 99/11 116/4 116/5 118/6 119/20 121/2 121/14 123/7 127/17 131/10 132/14 139/11 145/6 145/17 167/21 178/10 179/19 192/25 198/3 211/2 211/3 211/6 211/25 214/6 214/8</p> <p>gotten [1] 59/1</p> | <p>government [11] 19/24 20/22 21/5 50/12 51/15 52/22 53/12 55/12 55/18 64/13 64/23</p> <p>government's [1] 52/22</p> <p>GP [1] 152/5</p> <p>grantee [5] 136/12 202/20 202/22 203/25 204/9</p> <p>grantor [6] 136/11 202/20 202/22 203/25 204/9 206/6</p> <p>grantor-grantee [1] 204/9</p> <p>great [1] 52/13</p> <p>ground [1] 81/9</p> <p>group [2] 171/10 171/10</p> <p>guarantee [36] 50/17 52/3 52/23 53/3 53/7 53/12 53/16 54/1 55/9 56/1 56/16 56/19 56/25 57/1 57/7 58/2 66/6 66/15 66/21 67/1 67/5 67/14 67/17 67/21 68/7 68/20 68/21 68/23 69/10 69/13 73/22 75/21 93/10 190/12 190/13 191/9</p> <p>guaranteed [4] 21/4 52/6 52/21 64/12</p> <p>guaranteeing [1] 64/17</p> <p>guarantees [2] 21/5 61/6</p> <p>guaranty [1] 56/20</p> <p>guess [8] 85/9 85/10 92/6 106/15 123/8 129/16 163/9 181/2</p> <p>guessing [1] 82/13</p> <p>guys [7] 61/16 63/21 63/22 71/4 83/20 146/15 213/12</p> | <p>162/4 164/21 165/19 175/21 175/25 175/25 189/2 189/5 195/6 199/20 199/22 205/18 211/25 214/1 214/2</p> <p>hadn't [2] 59/1 88/13</p> <p>half [4] 85/5 124/15 153/18 212/9</p> <p>halfway [2] 28/11 28/13</p> <p>hallmark [1] 180/17</p> <p>hand [8] 77/25 77/25 98/15 100/12 159/1 159/7 159/14 200/5</p> <p>handle [5] 19/25 67/20 72/22 105/7 141/17</p> <p>handled [1] 108/2</p> <p>handles [2] 84/5 84/9</p> <p>hands [1] 63/11</p> <p>Hang [6] 58/21 115/2 123/9 123/9 123/14 169/21</p> <p>happen [7] 23/21 37/14 42/5 55/3 65/1 114/22 177/4</p> <p>happened [7] 16/14 39/8 108/13 118/5 126/3 132/12 173/8</p> <p>happening [2] 13/25 74/21</p> <p>happens [3] 13/5 195/19 204/8</p> <p>happy [2] 54/14 133/22</p> <p>hard [3] 28/20 59/13 65/3</p> <p>harm [1] 62/25</p> <p>harm'd [1] 56/20</p> <p>has [32] 17/2 22/13 29/21 53/2 53/15 55/5 61/8 61/9 63/12 67/12 84/5 84/7 88/9 101/8 107/24 120/24 124/1 125/3 125/24 135/21 138/6 139/4 141/24 142/7 164/3 173/13 180/9 189/12 203/8 204/4 213/14 213/16</p> <p>hasn't [1] 142/5</p> <p>hate [1] 186/2</p> <p>have [242]</p> <p>haven't [5] 76/15 141/22 141/23 172/4 172/7</p> <p>having [9] 12/1 12/3 12/7 18/16 28/20 65/3 106/24 154/1 174/10</p> <p>hazardous [1] 198/11</p> <p>he [42] 15/11 15/15 15/16 15/17 15/17 15/19 15/21 15/24 51/20 80/10 85/24 86/1 86/3 87/11 91/11 91/11 106/4 107/4 107/4 107/7 126/10 137/15 139/14 139/17 140/16 147/10 148/11 152/13 152/16 163/15 169/8 211/10 211/20 211/21 211/21 212/15 212/17</p> | <p>212/17 212/20 212/20 212/20 213/16</p> <p>he'll [1] 9/12</p> <p>he's [19] 9/11 9/14 51/14 89/12 107/1 107/3 163/18 211/1 211/2 211/5 211/6 211/20 212/13 212/15 212/16 212/18 212/18 212/20 212/23</p> <p>head [7] 44/11 81/20 81/24 100/7 100/10 102/16 133/24</p> <p>headed [1] 92/15</p> <p>heading [1] 92/11</p> <p>headquartered [1] 8/23</p> <p>hear [17] 9/10 9/17 11/2 11/17 11/19 11/23 12/8 12/10 12/23 13/6 13/22 14/19 14/24 15/14 49/5 109/17 170/20</p> <p>heard [7] 9/7 30/23 51/11 55/16 79/17 87/14 185/7</p> <p>hearing [1] 100/9</p> <p>heart [3] 211/2 211/6 212/19</p> <p>heart-transplant [1] 212/19</p> <p>heavily [1] 92/12</p> <p>held [2] 38/21 40/4</p> <p>help [7] 62/19 62/24 75/9 98/23 118/21 145/3 169/21</p> <p>helped [1] 81/7</p> <p>helpful [1] 43/13</p> <p>Henderson [5] 5/15 9/7 27/17 157/6 183/8</p> <p>her [17] 83/8 84/4 102/17 113/1 113/16 145/3 163/10 163/15 163/16 163/18 163/22 163/25 164/5 164/6 186/16 201/14 212/3</p> <p>here [58] 3/14 3/18 5/5 8/21 9/2 23/22 28/21 29/10 29/10 29/11 31/12 37/6 43/11 44/6 52/13 54/14 60/22 68/24 71/11 72/7 74/21 79/1 79/7 81/6 82/9 96/2 102/8 102/21 122/11 124/8 126/20 131/3 132/6 132/20 135/18 135/21 142/22 143/13 146/8 154/23 158/7 160/1 162/11 169/24 170/7 172/12 175/19 182/3 190/5 190/18 194/21 195/16 197/2 205/6 212/10 212/13 213/11 213/18</p> <p>here's [2] 29/8 120/5</p> <p>hereafter [2] 112/16 112/22</p> <p>hereby [6] 26/23 28/25 175/1 207/14 207/15</p> |
|--|--|---|--|--|

| | | | | |
|--|---|---|--|--|
| H | honest [3] 87/16 96/22 107/14 | 57/18 57/18 133/17 204/6 | 103/14 110/21 112/16 207/15 | insured [1] 167/11 |
| hereby... [1] 214/19 | honestly [1] 166/2 | hypotheticals [1] 58/5 | inclusive [2] 111/20 112/22 | intended [1] 127/14 |
| hereditaments [2] 150/19 150/20 | Honor [108] 3/5 3/6 3/12 3/16 3/21 4/2 4/15 | I | incorporate [9] 15/6 16/6 16/6 16/17 108/15 | intends [1] 184/9 |
| herein [10] 6/12 27/2 27/6 34/11 45/20 45/23 | 4/20 4/24 8/13 10/6 | I am [1] 69/13 | 109/2 109/3 111/6 114/10 | intent [3] 62/4 105/23 126/25 |
| 112/24 115/6 183/10 206/24 | 12/23 13/4 16/3 17/13 17/15 17/17 18/8 18/10 | I'd [17] 14/1 31/12 54/14 59/22 65/21 69/2 | incorporated [10] 3/18 34/11 101/11 105/1 | interest [35] 5/10 7/10 13/9 22/20 23/10 24/4 |
| hereof [2] 173/15 174/8 | 18/13 18/24 22/25 48/5 48/7 48/21 50/13 50/15 | 82/18 89/1 94/6 106/16 109/17 115/21 133/1 | 108/4 108/6 108/7 108/18 183/10 206/23 | 24/4 24/24 26/8 34/2 35/13 35/15 38/17 |
| hereunder [2] 47/6 47/9 | 51/6 51/10 51/12 52/15 54/3 55/10 58/24 59/1 | 180/25 183/23 184/3 192/17 | incorporates [2] 109/9 109/18 | 42/19 42/22 45/9 73/2 80/19 87/8 103/14 |
| hiatus [2] 59/19 75/7 | 59/4 61/17 64/1 65/20 69/21 71/25 72/2 78/22 | I'll [28] 50/14 51/7 54/7 54/8 54/9 54/9 54/9 | incorrect [5] 12/4 15/20 120/15 158/24 204/22 | 107/23 123/4 135/2 136/12 136/13 146/16 |
| hidden [1] 29/15 | 78/25 79/3 79/10 79/12 80/10 82/22 83/16 | 55/4 55/21 56/8 92/21 101/19 106/4 107/14 | indebtedness [4] 7/9 42/21 43/4 194/3 | 152/14 155/13 159/9 174/9 174/11 175/14 |
| highest [3] 7/19 11/18 41/24 | 83/23 85/21 86/9 87/13 89/4 91/17 92/11 92/21 | 110/7 120/15 129/17 134/3 144/6 144/6 156/13 158/4 169/21 | independent [3] 72/19 72/20 203/20 | 179/8 185/15 199/18 |
| highlighted [1] 29/9 | 96/15 99/9 99/13 101/16 102/17 106/2 | 194/22 205/15 207/9 211/10 213/3 | indicate [4] 81/1 81/4 152/21 180/5 | interested [1] 109/17 |
| him [19] 16/1 51/17 51/20 63/24 63/25 92/5 | 106/11 106/18 106/23 106/24 107/3 107/22 | I'm [227] | indicated [1] 119/17 | interests [1] 29/23 |
| 92/17 106/4 144/7 163/16 199/25 211/6 | 107/25 108/9 108/12 109/3 110/11 111/9 | I've [35] 19/9 19/10 19/11 29/13 49/17 | indicative [1] 208/9 | interpreted [2] 21/14 63/7 |
| 211/12 211/18 211/19 212/6 212/24 213/4 213/6 | 113/24 116/14 118/20 122/22 123/11 123/13 | 52/13 60/20 60/21 66/1 69/23 77/8 83/6 86/16 | individual [2] 183/19 183/20 | interrupted [1] 83/12 |
| hire [3] 102/22 102/23 103/12 | 125/5 128/18 143/25 144/16 145/8 145/20 | 86/17 86/17 87/14 88/12 94/7 99/10 | individuals [3] 19/23 62/18 62/25 | interrupting [2] 52/10 115/25 |
| hired [6] 75/8 75/9 121/4 121/5 121/13 122/16 | 150/22 153/3 153/21 153/23 162/18 163/5 | 107/15 122/8 122/11 140/5 143/15 143/17 | industrial [2] 8/24 184/11 | into [46] 4/9 15/11 21/10 25/18 26/20 |
| his [10] 15/10 16/1 49/6 87/11 163/16 | 163/19 164/17 188/1 196/12 197/3 200/23 | 145/17 172/9 172/10 187/6 192/11 211/25 | industry [3] 19/8 30/15 154/21 | 27/19 28/18 30/18 31/25 32/16 33/24 35/1 |
| 163/18 211/5 212/9 212/22 213/16 | 201/7 205/14 209/4 209/8 211/22 213/8 213/13 213/22 | 212/2 212/10 214/6 214/8 | inferior [4] 25/12 25/13 120/25 139/5 | 41/16 42/10 45/6 45/19 47/1 54/4 54/7 55/11 |
| history [3] 73/25 75/19 200/14 | honorable [2] 1/11 195/16 | i.e [1] 150/16 | information [18] 12/7 12/11 25/2 72/18 81/18 | 55/21 56/17 57/6 58/7 63/2 64/14 65/7 67/12 |
| hit [1] 129/17 | hope [1] 124/7 | idea [1] 78/22 | 94/8 121/5 127/7 127/18 146/17 147/2 | 67/13 86/24 92/18 93/18 94/2 100/7 108/4 |
| HOA [14] 53/25 54/21 57/19 58/10 59/25 | hour [3] 78/19 153/18 212/9 | identified [3] 138/7 139/9 173/3 | 147/23 157/15 158/22 158/24 166/10 170/13 195/1 | 109/1 129/2 142/3 147/18 150/12 152/14 |
| 72/19 72/20 79/17 80/8 80/21 147/10 169/9 178/9 197/23 | hour's [1] 212/10 | identify [10] 3/10 20/7 20/14 20/18 22/10 23/6 | ingress [1] 167/19 | 163/25 188/22 190/24 202/2 206/17 |
| HOA's [1] 178/6 | housekeeping [4] 4/2 145/8 145/11 213/13 | 156/17 157/3 157/7 160/17 | initiate [1] 24/5 | invalid [4] 35/7 35/12 47/6 187/15 |
| HOAs [1] 169/15 | how [43] 19/18 20/20 22/5 22/20 23/9 23/21 | if [241] | initiating [1] 146/11 | invalidate [2] 203/14 204/13 |
| hold [5] 51/24 111/12 155/7 155/16 161/9 | 30/14 51/24 57/6 59/16 69/12 75/11 80/17 87/7 | II [1] 207/10 | inserted [1] 212/22 | INVESTMENT [6] 1/8 3/8 3/17 130/10 136/11 |
| holder [22] 10/18 16/12 21/14 25/22 26/5 | 92/4 94/10 96/18 109/17 118/5 122/2 | immaterial [2] 62/6 62/21 | insignificantly [1] 212/23 | 199/8 |
| 35/13 35/19 58/15 63/6 63/9 63/10 63/11 63/13 | 127/17 129/2 129/3 129/24 134/17 149/4 | immediately [1] 146/11 | instead [3] 80/22 195/20 197/8 | involved [3] 66/18 66/21 171/10 |
| 66/11 66/14 66/19 67/10 94/4 94/23 | 154/18 154/20 155/7 156/2 159/6 159/21 | immunity [1] 21/21 | Institution [1] 5/24 | involvement [1] 200/20 |
| 128/11 129/22 199/9 | 165/13 166/11 168/22 169/1 170/23 171/1 | impair [2] 35/7 35/12 | institutions [1] 9/1 | irrelevant [1] 55/12 |
| holders [1] 35/22 | 174/5 178/9 185/10 191/14 198/4 | impaired [1] 212/23 | instrument [36] 5/18 5/21 6/4 6/13 6/18 6/23 | is [510] |
| holding [4] 12/19 62/1 105/19 198/14 | How's [1] 192/22 | implied [1] 42/15 | 7/12 7/25 14/4 14/6 14/8 14/9 14/11 14/15 | isn't [8] 16/3 85/19 107/4 151/7 192/5 |
| holds [3] 22/19 27/17 44/9 | however [5] 5/15 11/12 12/13 13/6 47/14 | important [1] 10/6 | 15/20 27/7 28/7 29/21 30/23 30/25 31/2 31/6 | 200/16 203/16 212/9 |
| home [7] 147/14 148/5 148/6 148/7 148/9 | 191/14 198/4 | impose [1] 184/20 | 31/7 33/7 42/25 43/7 43/8 43/11 43/19 43/23 | issuance [2] 165/6 168/5 |
| 156/1 213/17 | huge [1] 55/19 | impossible [1] 204/14 | 43/24 70/19 95/20 132/5 173/13 174/12 | issue [21] 9/15 13/19 13/19 16/7 20/3 56/21 |
| homeowner [6] 88/3 88/4 147/25 148/1 | huh [3] 90/1 171/25 195/4 | improved [2] 110/25 207/17 | 154/14 154/16 154/20 156/1 156/6 156/18 | 58/12 72/15 91/16 91/17 107/24 108/23 |
| 148/2 148/4 | hypothecated [1] 207/16 | improvements [2] 34/7 103/19 | 157/18 167/11 187/12 190/13 196/19 196/20 | 156/9 157/4 157/11 158/8 163/20 196/19 |
| homeowners [5] 80/11 88/1 107/17 194/12 | hypothetical [7] 56/7 56/9 56/9 56/12 87/4 | in [561] | 199/16 199/21 | 196/19 199/16 213/13 |
| 198/6 | 197/8 198/7 | inaccuracies [1] 17/7 | insure [2] 196/4 196/6 | issued [10] 156/1 156/25 157/17 157/21 |
| homeowners-type [1] 107/17 | hypothetically [4] | INC [6] 1/8 1/25 3/9 130/10 185/5 188/19 | | 157/22 163/22 167/8 190/14 199/21 200/6 |

| | | | | |
|---|--|--|--|---|
| <p>I</p> <p>it's [123] 8/22 8/23 14/9 14/13 18/20 21/8 24/17 25/2 28/13 31/2 31/11 31/14 31/18 31/21 33/16 33/18 37/23 39/15 39/17 44/7 44/19 49/24 51/7 51/16 54/24 55/12 56/13 57/1 59/13 63/16 64/17 65/8 65/11 66/18 67/22 70/19 70/20 72/1 74/18 75/16 75/18 87/19 89/23 90/13 91/17 92/18 94/23 95/9 96/20 97/21 99/12 99/16 101/6 101/9 105/18 107/23 107/25 109/15 109/15 112/10 115/16 116/8 117/4 120/6 121/12 123/7 124/8 126/24 127/14 128/19 129/9 129/13 129/13 134/4 137/20 137/23 141/4 144/4 144/25 145/15 147/15 148/9 149/9 149/11 149/13 157/5 166/4 166/14 167/12 171/4 171/9 171/18 176/14 176/15 176/16 177/25 180/9 183/23 184/16 184/23 186/19 189/16 190/16 192/11 194/21 195/16 196/9 196/22 197/4 200/16 200/17 200/24 202/7 202/7 202/10 203/9 204/13 205/4 206/8 206/13 210/15 212/12 212/23</p> <p>Item [5] 136/15 152/7 158/14 160/22 168/11</p> <p>Item 20 [1] 158/14</p> <p>items [1] 124/19</p> <p>its [31] 3/18 5/17 8/11 12/9 13/7 13/8 13/14 14/22 15/12 17/11 23/9 25/7 26/4 26/8 47/16 51/21 53/24 54/19 57/25 67/9 90/21 93/11 93/21 98/25 108/25 131/14 132/8 146/11 146/19 174/11 174/13</p> <p>itself [4] 132/5 136/20 179/11 191/23</p> | <p>94/15</p> <p>job [8] 19/4 19/20 59/20 102/24 154/15 155/3 155/23 156/5</p> <p>jog [2] 60/20 115/23</p> <p>JOHNSON [1] 1/11</p> <p>joining [5] 32/4 172/24 174/7 174/13 176/8</p> <p>joint [1] 4/25</p> <p>JUDGE [1] 1/11</p> <p>judgment [1] 9/5</p> <p>judicial [5] 9/2 9/13 14/1 17/11 36/24</p> <p>Julia [9] 153/23 153/25 154/5 156/2 159/8 159/25 162/5 162/10 162/14</p> <p>Julie [2] 9/17 143/25</p> <p>juncture [1] 14/1</p> <p>June [11] 8/2 12/20 37/23 124/17 125/10 126/7 134/4 134/14 150/10 150/16 151/12</p> <p>junior [6] 10/17 11/7 25/21 94/3 149/18 191/19</p> <p>just [130] 4/2 10/10 14/14 28/22 29/15 32/14 33/3 33/11 36/6 39/7 39/15 41/4 43/16 48/17 51/11 54/12 54/13 57/7 62/22 65/11 66/17 71/25 72/16 73/16 74/6 75/16 76/18 77/6 77/24 79/8 79/14 80/10 80/12 80/17 81/14 83/17 83/20 84/12 88/20 88/21 89/11 89/12 89/21 90/11 90/13 91/15 92/18 92/19 92/22 95/9 97/23 100/17 102/1 103/9 105/6 107/8 107/20 109/25 110/16 113/17 113/18 113/25 114/17 114/17 116/2 116/8 118/2 120/22 124/8 124/25 125/9 126/13 129/16 130/15 132/21 134/8 138/24 139/14 139/17 142/19 142/22 143/11 144/4 144/11 144/17 145/18 148/15 153/15 153/19 155/9 156/20 156/23 157/24 159/12 159/14 160/15 161/9 161/10 163/25 166/11 167/10 170/7 172/19 179/16 179/19 182/22 183/17 186/16 186/25 187/15 192/25 194/24 195/19 196/4 196/22 199/22 200/8 201/5 202/7 202/11 204/4 204/20 205/18 207/9 211/1 211/9 212/22 213/4 214/5 214/14</p> | <p>K</p> <p>keep [8] 49/18 118/2 125/9 140/12 144/15 159/14 211/6 212/13</p> <p>Keeping [1] 159/1</p> <p>keeps [1] 80/11</p> <p>KELLY [5] 1/17 3/13 4/8 8/20 176/21</p> <p>kidding [1] 153/19</p> <p>kind [9] 50/17 54/7 64/10 128/2 164/21 172/19 173/7 180/13 182/6</p> <p>kinder [1] 184/17</p> <p>knew [6] 58/11 60/23 87/14 108/23 129/23 138/14</p> <p>know [117] 3/21 23/21 28/20 29/5 29/8 30/20 43/17 52/21 58/19 58/20 59/14 59/15 59/24 64/6 64/6 65/21 65/22 65/25 70/13 72/8 74/6 76/6 78/21 80/20 80/21 81/12 82/15 83/6 85/4 85/6 86/3 86/17 86/25 87/19 88/23 93/1 95/23 96/6 97/15 97/23 100/5 100/7 102/11 102/14 103/9 103/10 104/14 106/15 109/11 113/2 115/18 116/15 116/23 121/23 126/3 127/17 128/1 128/8 128/9 128/10 129/4 129/20 129/21 130/8 130/16 131/3 131/20 132/12 134/4 134/10 134/17 136/25 137/5 137/8 137/10 138/4 138/12 139/11 140/11 140/12 141/15 144/6 157/13 163/10 164/10 166/2 166/4 166/7 166/11 166/24 177/10 181/16 181/17 181/19 181/20 182/3 183/2 183/4 183/5 183/11 184/3 184/13 186/2 187/17 193/11 193/12 193/22 194/20 209/20 211/20 211/21 212/8 212/15 212/17 212/17 212/20 212/23</p> <p>knowing [1] 13/7</p> <p>knowledge [15] 25/4 87/6 87/12 93/3 95/24 96/1 131/20 132/11 132/13 132/18 132/21 140/10 140/25 143/18 164/3</p> <p>known [7] 28/12 28/19 28/21 29/11 29/19 99/1 172/18</p> <p>knows [2] 164/10 181/14</p> | <p>207/2</p> <p>Ladies [1] 186/8</p> <p>Lake [5] 8/23 82/5 84/21 89/23 131/6</p> <p>land [20] 41/17 41/19 72/11 136/13 152/8 158/19 173/16 173/20 174/19 175/3 175/5 175/13 175/13 176/11 180/2 182/14 182/19 182/20 182/21 185/2</p> <p>Lane [4] 170/15 175/18 175/21 175/22</p> <p>language [4] 162/3 177/23 185/19 208/19</p> <p>languages [1] 16/20</p> <p>lapse [5] 16/11 45/24 113/4 114/8 115/13</p> <p>large [1] 72/10</p> <p>larger [1] 75/22</p> <p>Larsen [3] 140/8 140/10 152/19</p> <p>LAS [1] 3/1</p> <p>last [8] 42/8 73/16 100/16 101/23 115/5 130/20 132/21 176/25</p> <p>late [2] 29/23 212/9</p> <p>lately [1] 164/22</p> <p>later [9] 10/15 30/12 42/5 42/6 59/20 61/24 72/13 85/5 101/10</p> <p>latitude [2] 51/8 100/16</p> <p>Laura [1] 149/2</p> <p>law [17] 17/4 17/6 17/6 21/13 21/15 21/24 22/1 54/4 63/8 102/19 112/16 112/17 196/9 196/22 197/2 197/17 199/6</p> <p>lawful [1] 41/25</p> <p>laws [1] 112/22</p> <p>lawyer [1] 147/1</p> <p>lawyers [1] 106/16</p> <p>lay [2] 87/11 92/1</p> <p>laying [1] 50/22</p> <p>layman's [1] 103/21</p> <p>layout [1] 200/8</p> <p>lead [3] 206/25 207/21 207/24</p> <p>leading [1] 8/22</p> <p>learned [1] 87/15</p> <p>learning [1] 138/7</p> <p>lease [2] 198/12 207/17</p> <p>leased [2] 110/24 171/4</p> <p>leasehold [1] 167/12</p> <p>least [17] 17/22 17/23 59/25 84/24 85/14 113/20 116/24 134/10 135/18 138/11 140/6 143/24 173/16 174/18 196/9 197/1 201/14</p> <p>leave [1] 198/12</p> <p>led [2] 81/10 146/18</p> <p>ledger [2] 129/2 129/5</p> <p>left [4] 15/2 59/20 98/15 117/15</p> <p>left-hand [1] 98/15</p> | <p>legal [72] 12/4 12/4 13/15 15/19 16/2 20/1 22/17 22/24 28/11 29/23 41/14 41/16 55/6 55/7 72/5 72/8 72/12 72/15 73/4 74/19 87/10 96/19 97/1 97/4 97/5 98/4 100/2 100/6 100/11 101/17 102/22 103/7 104/6 104/25 106/3 106/12 109/3 120/15 121/4 121/5 122/16 157/19 160/3 160/12 162/25 167/3 167/17 167/23 178/17 178/19 182/13 183/24 190/4 196/12 197/4 197/24 202/19 203/1 203/2 203/3 203/20 204/10 204/22 205/21 206/3 206/6 209/14 209/15 209/17 209/19 209/24 210/11</p> <p>legally [4] 41/17 41/19 204/24 209/23</p> <p>legals [1] 184/4</p> <p>lender [19] 8/22 9/23 10/17 10/19 20/18 20/19 21/16 25/22 26/5 54/23 54/23 55/1 55/23 56/21 66/23 167/23 191/11 191/12 191/16</p> <p>lenders [1] 131/17</p> <p>lending [1] 9/1</p> <p>lengthy [1] 17/17</p> <p>lent [1] 66/5</p> <p>less [2] 29/24 71/22</p> <p>let [15] 5/4 17/20 40/16 43/16 54/7 63/24 63/25 76/2 106/4 109/5 111/12 115/23 182/12 191/14 197/8</p> <p>let's [65] 14/14 36/6 40/8 40/25 46/12 48/11 48/15 56/9 61/1 63/1 64/9 64/22 65/18 69/17 74/22 79/6 80/3 81/9 81/25 82/16 82/18 87/18 89/16 95/18 98/23 100/22 104/10 105/10 114/19 116/7 116/10 117/12 125/9 126/19 126/19 126/20 127/6 139/9 140/1 144/18 144/21 146/5 147/5 147/16 148/15 148/15 149/24 151/15 152/16 152/17 165/3 165/4 167/1 168/10 170/14 176/13 180/25 184/7 186/7 189/3 192/16 200/19 204/25 204/25 209/14</p> <p>letter [69] 10/16 11/6 11/24 11/25 12/15 14/9 24/23 25/11 25/16 26/6 36/3 36/7 36/10 36/12 58/12 58/13 58/16 58/18 58/23 59/8 60/11</p> |
|---|--|--|--|---|

| | | | | |
|--|---|---|--|---|
| <p>L</p> <p>letter... [48] 78/9 79/16 79/19 81/4 81/18 82/1 82/3 85/12 85/13 85/15 85/16 86/23 86/25 87/18 93/2 93/5 121/14 123/2 125/10 125/13 126/25 127/1 127/4 137/20 138/13 138/17 138/18 138/19 138/25 140/2 140/4 140/17 141/1 144/21 145/1 145/22 146/6 146/20 146/25 147/5 147/9 147/16 147/18 148/19 149/14 149/15 152/17 152/20</p> <p>letterhead [1] 37/20</p> <p>letters [5] 37/18 37/21 37/22 37/25 124/12</p> <p>level [1] 17/17</p> <p>liability [4] 21/22 35/18 152/7 152/9</p> <p>lien [103] 6/9 6/10 6/10 7/1 7/6 7/10 7/24 10/8 10/17 10/20 10/20 11/7 12/12 12/13 13/7 13/8 13/17 13/22 15/10 15/10 15/12 25/20 25/22 26/5 26/14 26/19 27/13 28/7 29/6 31/4 31/7 34/6 34/13 35/7 35/8 35/14 35/17 35/22 36/13 38/3 38/4 38/21 39/10 41/1 41/5 42/22 43/8 43/12 43/18 43/19 43/23 46/5 47/7 47/9 47/11 58/15 72/21 72/22 78/3 78/14 78/23 78/24 80/1 81/18 84/8 87/3 88/9 91/2 92/12 94/3 94/11 94/17 94/18 94/21 94/23 95/5 103/18 112/7 112/14 112/18 113/9 114/23 120/25 121/2 128/11 129/22 135/24 135/25 136/14 139/1 139/5 142/19 148/11 149/13 149/18 191/16 191/18 191/19 194/13 198/6 198/6 198/25 200/15</p> <p>lienholders [1] 132/4</p> <p>liens [11] 21/18 26/8 34/1 35/21 35/23 42/18 84/5 84/9 111/10 128/4 168/13</p> <p>light [2] 60/25 95/4</p> <p>like [36] 4/8 44/22 56/23 66/17 69/24 70/18 71/17 74/9 78/16 82/18 84/6 86/24 94/7 95/15 99/18 101/9 102/17 103/11 106/16 124/4 130/18 149/4 150/10 153/23 166/6 177/12 181/1 184/3 192/17 195/18 195/20</p> | <p>200/9 208/13 212/23 212/24 213/12</p> <p>limited [4] 42/16 152/9 176/3 177/8</p> <p>Lin [1] 152/5</p> <p>line [8] 42/9 70/21 81/21 92/2 115/5 148/12 150/5 150/6</p> <p>liquidate [5] 53/22 67/25 68/23 69/1 69/7</p> <p>liquidated [2] 53/15 67/18</p> <p>list [1] 212/19</p> <p>listed [9] 93/9 158/7 160/1 161/18 194/21 199/8 208/7 208/13 208/21</p> <p>listening [1] 107/13</p> <p>lists [1] 160/20</p> <p>litigating [1] 68/24</p> <p>litigation [3] 130/1 130/2 165/22</p> <p>little [21] 29/9 29/15 36/6 51/8 54/15 55/4 71/22 77/15 90/24 101/10 119/14 128/17 145/2 145/3 153/14 156/11 156/12 168/11 170/7 170/9 190/18</p> <p>LLC [27] 4/16 5/9 20/16 26/25 27/22 39/25 124/12 125/14 127/15 127/22 127/22 130/17 131/4 148/7 148/7 149/7 151/6 152/6 152/8 152/10 158/17 162/16 177/4 181/3 181/5 181/12 182/9</p> <p>LLC's [1] 127/18</p> <p>LNV [2] 107/25 108/18</p> <p>loan [53] 5/11 19/6 20/16 20/23 20/24 21/1 21/4 21/5 36/23 50/12 51/24 52/4 52/4 52/20 52/21 52/23 52/25 55/9 56/22 59/17 59/18 61/3 61/9 61/20 64/10 64/10 64/15 64/23 64/25 65/1 65/2 65/6 65/17 65/22 66/1 66/4 66/6 66/8 66/22 66/25 67/12 67/20 67/21 68/10 70/7 73/1 73/7 74/1 75/12 76/1 90/21 138/9 189/5</p> <p>loans [17] 8/25 19/25 20/22 50/2 50/7 50/10 51/5 52/6 60/17 60/18 62/17 62/18 64/6 66/17 66/24 73/6 75/23</p> <p>local [3] 21/17 21/21 21/24</p> <p>located [1] 183/7</p> <p>location [3] 82/15 85/2 131/14</p> <p>logs [1] 140/12</p> <p>long [8] 19/18 59/16 122/11 154/18 154/20 155/7 156/2 214/11</p> | <p>longer [6] 54/1 56/13 56/14 57/16 62/15 153/14</p> <p>look [87] 28/8 28/11 30/17 33/17 36/19 40/8 40/25 43/11 43/12 43/16 43/18 43/23 43/24 46/12 54/14 59/7 63/1 66/18 70/14 73/4 73/4 74/7 76/14 76/25 77/25 78/6 81/25 82/19 83/3 87/18 89/14 98/10 98/23 99/4 99/25 101/9 104/10 110/15 114/22 115/21 118/23 126/19 126/20 131/21 133/1 133/23 137/17 142/10 143/9 146/5 147/5 147/9 147/16 148/14 149/8 150/7 152/16 152/16 152/17 165/3 169/12 170/2 176/13 176/17 177/2 177/3 177/4 177/13 177/15 177/15 178/14 179/7 179/10 179/11 180/25 182/12 185/25 190/6 193/22 195/6 195/8 195/18 195/23 197/11 201/25 207/7 212/15</p> <p>looked [27] 33/11 36/13 41/8 44/5 60/24 73/16 73/22 73/24 75/18 75/19 75/19 75/20 75/22 79/19 142/3 166/13 170/9 170/11 170/11 170/12 172/4 176/21 177/6 178/11 178/15 178/17 200/8</p> <p>looking [36] 26/19 28/2 28/5 29/3 31/4 31/13 32/12 32/16 36/9 36/12 37/16 38/5 38/22 40/22 41/1 44/23 45/5 45/15 46/23 70/25 71/15 73/19 74/4 76/11 107/20 114/8 144/22 145/1 147/16 147/16 150/7 150/12 155/12 200/13 201/1 201/3</p> <p>looks [16] 44/22 69/24 70/18 71/17 74/9 78/16 99/18 110/6 124/3 130/18 149/4 150/10 176/16 195/9 196/7 212/20</p> <p>lose [4] 57/7 99/5 130/5 169/18</p> <p>loses [1] 54/20</p> <p>loss [2] 56/19 141/1</p> <p>lost [15] 53/25 55/5 56/1 57/11 57/25 69/10 119/14 119/22 138/6 138/8 138/17 139/2 139/3 139/8 212/10</p> <p>lot [23] 35/8 41/21 60/20 60/24 65/21 87/15 91/12 92/6 92/19</p> | <p>92/20 96/2 112/15 115/8 116/8 141/17 141/17 141/23 142/20 177/2 179/1 185/20 202/9 211/7</p> <p>lots [1] 112/15</p> <p>love [1] 108/8</p> <p>low [2] 16/23 142/21</p> <p>lulled [1] 15/10</p> <p>lunch [2] 78/19 78/20</p> <p>M</p> <p>ma'am [14] 27/18 36/25 45/18 106/18 167/6 171/24 175/24 176/22 183/18 189/21 191/7 196/1 201/11 201/21</p> <p>made [18] 7/9 26/1 42/10 42/12 42/14 47/7 52/4 85/12 97/21 108/2 110/21 114/4 119/10 150/18 164/4 188/25 203/8 207/15</p> <p>mail [15] 7/2 7/17 11/10 83/4 84/13 89/25 91/8 93/11 117/8 127/2 133/13 192/2 204/4 204/5 204/9</p> <p>mailed [9] 84/20 89/24 89/25 90/7 90/8 91/14 140/20 156/20 156/21</p> <p>mailing [3] 77/21 127/2 133/13</p> <p>main [1] 101/8</p> <p>maintain [1] 53/17</p> <p>maintaining [2] 112/6 165/7</p> <p>maintenance [3] 111/18 111/22 112/1</p> <p>make [33] 4/5 18/5 23/16 23/18 38/20 43/16 55/24 64/14 69/4 69/7 69/9 69/13 72/16 73/25 76/9 83/21 85/24 87/4 88/21 88/23 92/10 94/16 102/21 116/9 118/12 122/10 162/3 162/25 163/1 181/21 183/25 185/7 187/3</p> <p>makes [9] 28/12 28/19 28/21 29/11 29/19 101/9 133/17 167/25 196/14</p> <p>making [8] 91/19 114/2 114/3 123/6 138/9 145/18 183/11 197/24</p> <p>man [2] 212/16 212/16</p> <p>manage [5] 19/22 59/14 60/9 75/9 188/15</p> <p>managed [1] 19/12</p> <p>management [3] 26/25 84/10 84/11</p> <p>manager [1] 10/22</p> <p>managing [4] 59/16 59/18 60/7 75/4</p> <p>mandatory [1] 93/18</p> <p>manner [1] 112/15</p> <p>many [11] 55/22 56/3</p> | <p>58/6 65/7 74/17 75/23 83/6 88/22 104/18 105/7 105/7</p> <p>map [1] 210/13</p> <p>March [17] 7/19 11/15 24/17 41/13 44/22 46/19 47/25 80/8 140/23 144/25 145/24 147/1 152/6 160/23 162/7 162/8 193/4</p> <p>March 2004 [1] 162/8</p> <p>market [9] 11/22 63/20 64/18 64/20 67/9 67/19 67/20 67/23 68/17</p> <p>Marshall [2] 175/18 175/21</p> <p>Marshmallow [2] 170/15 175/22</p> <p>master [10] 110/15 110/17 111/1 111/3 183/19 206/18 206/18 207/6 207/19 208/1</p> <p>master-planned [1] 183/19</p> <p>material [1] 62/6</p> <p>matter [7] 4/8 9/21 49/13 55/12 110/16 201/14 212/6</p> <p>matters [11] 4/3 20/1 155/15 164/24 179/10 187/9 187/11 187/11 192/14 196/4 209/25</p> <p>may [37] 7/14 16/6 16/6 18/22 21/16 21/23 25/22 43/3 48/7 48/14 51/11 67/7 79/7 94/11 94/12 94/12 94/21 95/5 110/11 112/13 128/2 140/17 148/11 153/20 161/24 167/2 169/22 182/20 187/14 187/15 196/21 199/13 199/14 205/3 205/22 210/19 211/1</p> <p>maybe [12] 29/10 55/5 56/18 61/24 82/17 91/18 137/9 139/16 149/17 175/23 186/7 206/5</p> <p>me [112] 5/4 17/20 22/7 25/12 31/2 33/22 34/10 36/4 36/19 37/16 40/10 40/16 41/6 43/16 43/21 43/25 44/1 44/13 45/4 46/24 49/13 53/16 54/13 58/17 59/13 59/21 60/9 60/20 64/5 65/8 65/24 65/24 67/12 69/18 71/16 72/25 75/11 77/6 77/15 79/16 80/7 81/17 81/22 83/16 83/20 86/19 86/22 88/14 88/20 89/17 90/4 90/13 95/7 95/10 99/14 100/8 100/9 100/24 101/8 102/13 104/1 109/5 111/12 115/23 118/21 119/5 119/6 119/25 121/6 121/18</p> |
|--|---|---|--|---|

| | | | | |
|---|--|---|---|---|
| <p>M</p> <p>me... [42] 122/10 122/21 124/4 124/22 126/10 128/17 130/12 130/20 130/22 130/23 131/21 133/22 139/14 139/18 139/24 140/13 141/18 143/9 145/10 146/9 149/9 149/25 150/10 151/10 156/20 162/3 167/23 177/20 178/11 181/1 182/12 184/3 187/5 189/22 191/14 192/11 193/11 194/19 197/8 197/14 207/13 213/23</p> <p>mean [43] 4/11 34/12 35/20 46/8 50/6 52/25 53/14 56/25 57/9 58/5 59/14 62/2 68/12 69/4 74/5 76/12 80/22 90/15 92/6 95/8 95/8 103/12 103/22 107/12 114/6 116/13 120/23 128/19 129/15 139/4 139/7 151/2 155/10 170/8 187/14 191/3 191/23 206/18 211/24 212/4 212/16 213/10 213/11</p> <p>meaning [3] 59/19 101/15 107/16</p> <p>means [9] 52/24 61/5 93/14 97/7 103/25 104/5 104/7 110/18 210/13</p> <p>mechanisms [1] 81/14</p> <p>medical [1] 213/16</p> <p>meet [1] 49/1</p> <p>meeting [1] 153/13</p> <p>members [1] 171/5</p> <p>membership [1] 185/4</p> <p>memorandum [1] 4/25</p> <p>memory [1] 115/23</p> <p>mention [2] 102/8 195/16</p> <p>mentioned [5] 16/13 88/8 146/20 146/23 176/5</p> <p>Merryman [5] 83/8 84/2 86/21 89/20 89/20</p> <p>met [1] 168/4</p> <p>mete [1] 100/16</p> <p>metes [2] 97/5 97/9</p> <p>middle [2] 112/11 125/25</p> <p>might [6] 98/23 133/11 177/7 181/18 189/11 202/4</p> <p>miked [1] 49/12</p> <p>Miller [1] 152/8</p> <p>mind [6] 100/20 100/21 108/23 128/2 169/19 213/15</p> <p>Mine [1] 29/9</p> <p>Mine's [1] 70/21</p> <p>minute [8] 31/14 82/18 98/2 105/11 112/25 180/25 185/6 192/17</p> | <p>minutes [4] 48/8 48/12 144/7 153/1</p> <p>mislead [1] 172/10</p> <p>misleading [1] 123/6</p> <p>misnomer [1] 196/10</p> <p>missed [2] 62/10 109/11</p> <p>missing [6] 12/5 14/9 97/19 97/24 193/15 193/21</p> <p>mission [2] 62/19 62/24</p> <p>misspoke [1] 115/1</p> <p>misstates [8] 118/17 120/11 122/4 125/4 136/19 138/20 165/23 188/2</p> <p>mistake [1] 123/6</p> <p>misunderstanding [1] 139/17</p> <p>misunderstood [1] 123/12</p> <p>mitigate [1] 146/10</p> <p>mitigation [1] 156/6</p> <p>modifications [2] 193/20 193/21</p> <p>moment [5] 58/22 67/15 77/16 99/25 134/22</p> <p>Monday [2] 214/12 214/13</p> <p>money [12] 41/25 52/22 63/16 64/7 64/7 64/14 64/17 64/24 64/24 66/5 126/16 136/1</p> <p>monies [1] 189/7</p> <p>month [2] 71/22 85/4</p> <p>monthly [1] 29/22</p> <p>months [7] 10/15 59/20 59/23 95/2 124/15 124/15 138/12</p> <p>more [15] 17/24 36/7 51/8 54/15 56/5 57/18 76/18 117/5 117/6 129/17 142/18 173/13 178/10 183/9 184/17</p> <p>morning [10] 3/3 3/5 3/6 3/16 4/15 17/15 17/16 48/24 145/17 211/24</p> <p>morphed [1] 202/2</p> <p>mortgage [15] 10/18 10/24 16/12 25/22 35/7 35/14 35/17 47/7 47/10 47/13 50/16 94/4 104/15 104/18 104/23</p> <p>mortgagee [10] 46/1 46/2 47/2 47/14 94/23 104/20 113/5 113/7 115/15 115/16</p> <p>mortgagees [1] 131/24</p> <p>mortgages [2] 158/11 160/6</p> <p>most [2] 128/10 206/8</p> <p>motions [1] 145/17</p> <p>mouth [1] 133/20</p> <p>move [9] 49/11 62/13 92/21 119/16 132/8</p> | <p>139/10 141/17 202/4 213/17</p> <p>moved [9] 82/15 85/4 85/6 85/11 91/19 132/16 133/6 133/16 201/5</p> <p>moving [3] 186/6 193/24 212/13</p> <p>Mr [4] 2/7 2/11 2/13 64/5</p> <p>Mr. [31] 3/14 12/8 12/11 12/15 15/14 19/3 20/12 24/23 31/17 47/20 48/24 79/11 87/14 92/6 109/7 110/15 113/25 115/25 137/15 140/11 140/18 144/21 144/22 146/17 147/6 147/9 148/10 150/2 153/17 204/20 211/13</p> <p>Mr. Blackwell [1] 137/15</p> <p>Mr. Brian [1] 3/14</p> <p>Mr. Croteau [15] 12/15 24/23 79/11 87/14 92/6 109/7 110/15 113/25 115/25 146/17 147/6 147/9 148/10 150/2 153/17</p> <p>Mr. Croteau's [2] 15/14 204/20</p> <p>Mr. Orgill [1] 140/11</p> <p>Mr. Schmidt [1] 211/13</p> <p>Mr. Shapiro [2] 140/18 144/22</p> <p>Mr. Zern [8] 12/8 12/11 19/3 20/12 31/17 47/20 48/24 144/21</p> <p>Ms [5] 2/2 2/6 2/8 2/10 2/12</p> <p>Ms. [15] 9/20 9/24 10/3 17/23 84/2 86/21 153/23 154/10 157/12 162/23 165/20 166/1 189/22 205/18 209/14</p> <p>Ms. Julia [1] 153/23</p> <p>Ms. Merryman [2] 84/2 86/21</p> <p>Ms. Noto [4] 17/23 157/12 165/20 166/1</p> <p>Ms. Noto's [1] 189/22</p> <p>Ms. Skinner [7] 9/20 9/24 10/3 154/10 162/23 205/18 209/14</p> <p>much [12] 18/2 23/21 57/14 95/18 129/2 129/3 164/25 166/22 170/23 171/1 175/17 204/16</p> <p>multiple [4] 172/9 182/23 183/16 189/14</p> <p>must [7] 15/7 25/24 26/1 93/7 93/9 113/24 163/3</p> <p>mutual [1] 184/22</p> <p>my [95] 3/22 4/8 9/9 10/25 11/6 13/12 13/20 14/15 14/16 14/21</p> | <p>14/24 15/4 15/8 15/9 15/11 15/25 15/25 17/9 17/19 17/25 18/1 18/1 18/4 18/5 18/5 18/6 18/20 26/13 44/11 52/12 58/13 58/15 64/1 65/13 79/15 81/20 81/24 83/23 85/25 86/18 87/2 87/5 90/15 92/2 96/4 97/16 100/7 100/10 102/16 103/7 103/23 103/25 105/6 105/11 113/21 118/10 118/15 121/14 122/14 124/2 124/5 124/8 125/2 126/12 128/2 129/16 129/19 129/21 129/23 133/24 138/12 140/10 140/15 141/1 142/5 143/1 143/16 143/17 144/17 151/10 153/12 163/6 163/9 163/16 164/4 166/25 169/8 182/15 183/16 199/7 200/24 211/2 212/13 213/3 213/4</p> <p>myself [2] 141/22 165/8</p> <p>N</p> <p>name [19] 8/7 18/19 18/20 83/8 120/6 127/19 154/3 170/11 179/4 179/8 179/13 181/11 182/4 184/11 184/12 184/18 187/23 187/24 210/10</p> <p>named [4] 5/25 32/4 172/24 182/1</p> <p>national [3] 9/18 96/21 154/17</p> <p>nationwide [1] 8/22</p> <p>nature [2] 72/23 76/7</p> <p>nauseam [1] 144/25</p> <p>necessarily [4] 57/7 62/2 62/3 178/21</p> <p>need [18] 49/2 49/12 49/13 49/19 55/25 105/7 115/1 118/21 133/23 144/1 144/4 145/2 146/15 153/10 168/4 189/14 203/17 204/3</p> <p>needed [3] 130/6 189/7 213/16</p> <p>needs [3] 55/3 55/15 206/4</p> <p>negligence [3] 53/25 54/20 57/25</p> <p>neighborhood [1] 23/23</p> <p>net [1] 68/6</p> <p>NEVADA [48] 1/2 3/1 5/15 5/24 6/11 6/16 6/20 9/7 15/19 17/2 17/5 27/4 27/10 32/6 32/24 34/9 34/18 41/23 45/11 60/18 60/21 87/9 88/2 93/6 94/24 103/6</p> | <p>108/6 112/16 148/2 152/7 154/23 170/4 170/18 170/21 171/21 172/18 173/1 176/1 176/3 177/7 177/16 181/11 183/8 196/10 197/2 199/6 206/21 209/20</p> <p>never [9] 53/8 68/11 68/12 68/14 118/18 119/20 172/6 172/10 201/21</p> <p>nevertheless [2] 46/6 113/10</p> <p>new [11] 49/19 72/17 82/15 131/11 131/14 131/18 156/1 171/16 184/11 187/24 189/5</p> <p>new-home [1] 156/1</p> <p>News [1] 15/19</p> <p>next [20] 16/4 17/19 53/24 92/2 93/16 94/10 94/19 119/16 135/6 148/16 148/22 148/23 149/1 149/4 153/2 153/22 174/24 207/10 210/23 211/11</p> <p>Nice [1] 49/1</p> <p>nine [2] 95/2 101/9</p> <p>no [142] 1/6 1/6 6/18 14/8 18/8 23/20 24/10 24/21 25/4 25/4 26/9 30/4 30/6 30/13 31/9 32/19 32/25 35/3 35/5 41/4 42/13 43/6 44/7 45/21 45/23 47/4 48/4 53/7 54/1 54/4 56/13 56/13 57/16 64/16 65/1 65/1 65/12 66/10 66/20 66/21 66/23 66/25 67/4 67/16 68/21 69/9 71/7 72/20 74/2 75/8 77/11 77/14 79/23 83/17 84/11 85/20 86/9 90/11 90/11 90/11 94/17 94/20 97/10 101/12 103/9 105/11 105/11 107/18 113/3 115/12 117/16 117/19 121/12 122/13 123/6 123/11 123/13 124/1 124/9 124/22 124/22 124/22 124/22 127/3 127/5 127/23 128/6 128/6 130/14 142/1 142/5 143/11 143/19 144/12 148/9 153/19 153/19 157/14 160/4 162/9 162/18 163/18 167/10 172/5 172/13 173/10 177/5 177/13 177/24 178/24 181/8 181/9 186/1 186/25 188/24 188/25 189/9 190/9 192/9 195/8 198/17 200/4 200/21 201/11 201/19 201/19 201/22 203/8 203/22 204/15 208/18 209/8 209/18</p> |
|---|--|---|---|---|

| | | | | |
|----------|--|--|---|---|
| N | 191/16 191/18 191/20 191/25 192/1 194/12 194/16 194/17 194/22 194/23 194/25 195/5 195/11 195/12 195/20 198/14 200/15 noticed [1] 138/11 notices [15] 9/14 14/5 15/8 37/21 78/24 90/25 91/13 91/20 91/22 97/18 108/5 108/13 131/24 132/6 146/24 notifications [2] 13/10 78/7 NOTO [10] 1/16 2/6 2/8 3/12 8/20 17/23 157/12 165/20 166/1 176/23 Noto's [1] 189/22 notwithstanding [5] 45/20 45/22 112/23 115/6 115/11 November [7] 6/5 8/9 40/2 75/3 135/13 157/8 166/15 Novo [1] 2/2 now [68] 17/3 19/9 34/21 46/21 52/3 60/25 61/8 63/9 70/13 71/17 72/18 72/25 78/13 83/3 83/20 84/15 87/19 88/1 89/20 93/4 93/14 95/18 98/10 100/25 104/14 105/14 105/17 105/22 112/15 113/16 115/19 122/14 126/22 134/9 134/20 137/6 138/11 140/13 153/20 163/20 168/14 168/18 172/1 172/16 173/8 173/11 173/19 174/15 175/18 176/13 177/18 181/5 184/13 185/9 188/12 191/15 192/12 193/6 193/15 194/17 195/2 202/18 204/6 204/20 212/8 212/9 212/19 214/12 NRS [29] 14/1 14/18 15/23 16/6 32/24 45/11 45/12 54/21 107/16 108/4 108/6 108/7 108/15 108/25 109/3 110/9 111/15 111/19 111/24 112/20 112/21 112/21 113/19 128/4 140/21 163/25 164/19 185/16 196/21 NRS 107.03 [1] 112/20 NRS 111.325 [1] 15/23 NRS 116 [11] 14/1 14/18 16/6 108/4 108/6 108/7 108/15 108/25 109/3 128/4 140/21 NRS 116.3116 [2] 111/19 112/21 NRS 116.31168 [1] 112/21 NRS 278 [1] 110/9 NRS 278A.170 [3] | 45/12 111/15 185/16 NRS and [1] 111/24 NRS Chapter 116 [2] 107/16 113/19 NRS HOA [1] 54/21 NRS in [1] 196/21 NRTT [1] 96/21 nuances [1] 56/18 null [1] 189/9 number [104] 3/9 5/17 5/18 5/19 5/21 5/22 6/4 6/4 6/13 6/14 6/19 6/23 7/12 7/12 7/25 7/25 14/5 14/6 14/8 14/9 14/10 14/11 14/12 14/15 15/20 20/13 22/8 27/8 27/23 28/7 29/21 29/21 30/7 30/18 30/20 30/23 30/25 31/2 31/7 33/7 42/25 42/25 43/7 43/8 43/11 43/19 43/23 43/24 44/3 44/3 44/7 57/12 64/23 68/4 68/5 70/19 72/17 81/3 85/16 95/20 96/19 96/23 97/1 97/3 98/10 101/8 112/20 125/24 128/5 130/22 131/6 134/21 136/15 136/16 152/7 156/13 156/18 159/2 159/4 159/7 159/15 159/18 159/22 159/23 160/22 161/10 161/12 161/14 161/16 161/20 168/11 186/12 193/10 193/18 202/3 203/19 203/24 204/8 206/13 206/13 208/4 208/7 208/10 208/14 Number 0000482 [1] 5/22 Number 0001572 [1] 6/4 Number 0002937 [1] 5/19 Number 00891 [1] 7/25 Number 1 [2] 161/10 161/12 Number 10 [1] 27/23 Number 12 [2] 81/3 85/16 Number 14 [1] 160/22 Number 17815511042 [1] 125/24 Number 19940240000285 [5] 6/14 6/19 7/12 27/8 29/21 Number 2 [1] 30/7 Number 20 [1] 159/4 Number 20051230 [1] 5/18 Number 20060123 [1] 5/21 Number 20091109 [1] 6/4 Number 20131226 [1] 7/25 Number 28 [1] 156/13 | Number 3 [3] 161/16 186/12 206/13 Number 300 [1] 131/6 Number 4 [1] 20/13 Number 5 [2] 22/8 159/2 Number 53 [1] 136/15 Number 55 [1] 152/7 Number 6.7 [1] 112/20 Number 7 [7] 159/15 168/11 193/18 208/4 208/7 208/10 208/14 Number 7 is [1] 159/18 Number 762267 [1] 156/18 numbers [17] 4/13 31/6 72/12 72/13 72/15 98/13 98/14 98/20 98/24 99/2 99/11 100/1 100/2 119/17 202/1 202/15 203/17 O o'clock [5] 144/11 144/17 145/14 213/2 213/7 object [10] 55/10 101/16 104/25 106/2 106/11 118/17 120/11 125/4 136/19 138/20 objection [20] 21/2 50/13 51/6 54/3 65/20 80/10 86/13 87/10 96/10 122/4 149/19 160/12 163/5 165/23 181/13 188/2 196/12 197/3 205/13 207/2 obligation [3] 21/25 26/7 29/19 obligations [3] 28/13 30/2 42/17 obtain [2] 25/25 55/11 obtained [4] 66/5 136/25 147/23 190/16 obvious [1] 168/23 obviously [3] 61/8 202/13 212/8 occupied [2] 110/24 207/17 occur [5] 45/24 46/10 53/22 113/3 115/13 occurred [11] 56/10 59/24 62/14 72/7 80/8 80/25 87/8 118/4 121/17 205/5 205/6 occurs [1] 53/1 Ocean [2] 170/15 175/25 October [10] 6/24 7/7 8/5 10/9 84/19 126/11 126/22 166/20 167/5 194/17 October 14 [2] 6/24 194/17 off [30] 16/12 26/7 44/11 57/6 57/13 58/2 67/19 68/16 81/20 81/23 100/7 100/10 102/16 117/15 128/23 | 129/13 132/2 132/5 133/23 168/10 174/2 175/5 190/25 190/25 191/2 192/14 192/14 192/17 199/25 212/22 offending [1] 112/15 office [25] 5/20 6/5 6/22 7/13 8/1 11/3 11/24 11/25 14/7 15/18 41/21 43/1 105/17 108/1 121/14 189/22 202/16 203/21 204/24 205/1 205/2 205/19 205/20 210/1 210/4 officer [12] 19/16 145/3 155/21 155/24 156/25 157/2 160/14 187/3 187/6 187/7 196/14 200/25 offices [1] 132/9 official [11] 5/19 6/4 6/15 6/19 7/13 7/25 27/9 28/17 41/21 43/1 136/16 officially [3] 26/25 59/11 61/20 often [1] 189/13 oh [28] 4/20 5/2 39/17 40/10 41/6 42/13 70/23 85/17 90/13 99/10 101/6 101/22 102/2 107/4 109/20 134/7 138/12 144/3 144/10 144/10 145/5 146/9 148/15 201/6 202/6 205/9 213/13 214/4 okay [362] older [1] 162/4 oldest [1] 168/16 Olsen [1] 214/24 on [296] once [3] 67/11 171/14 171/15 one [91] 3/22 10/2 10/3 10/5 14/5 14/9 14/9 14/12 15/2 17/6 20/19 20/23 37/23 40/2 43/14 44/1 53/9 55/15 56/5 57/18 58/17 58/22 63/22 67/2 67/3 67/4 67/7 68/16 72/13 75/5 76/1 77/6 77/15 81/7 87/4 88/23 90/7 90/8 94/9 94/16 96/24 97/14 98/3 98/6 100/8 100/24 111/5 116/2 116/3 116/5 116/6 117/6 119/25 121/8 123/14 127/5 128/5 129/17 130/4 130/9 131/10 131/20 131/22 132/11 132/22 134/22 137/3 137/5 139/10 142/25 143/6 148/22 149/9 166/12 168/18 169/9 169/9 169/17 178/9 181/17 186/9 186/19 186/25 187/14 191/12 192/12 193/6 203/8 |
|----------|--|--|---|---|

| | | | | |
|--|--|--|---|---|
| <p>O</p> <p>one... [3] 206/16 207/7 212/22</p> <p>ones [1] 171/11</p> <p>only [16] 10/17 25/21 63/22 89/1 94/3 108/16 131/9 142/25 153/13 164/24 169/8 172/1 181/9 187/22 192/13 212/1</p> <p>onslaught [1] 164/21</p> <p>onto [1] 161/9</p> <p>oOo [1] 214/18</p> <p>Oops [1] 145/2</p> <p>open [3] 111/19 111/22 112/6</p> <p>opened [1] 166/11</p> <p>opening [7] 2/2 8/13 8/16 8/19 17/20 18/5 163/15</p> <p>operate [1] 19/13</p> <p>operated [1] 184/10</p> <p>operates [1] 185/10</p> <p>operating [2] 53/2 187/14</p> <p>opinion [7] 47/24 103/23 103/25 179/14 208/24 209/2 209/2</p> <p>opportunities [1] 65/17</p> <p>opportunity [3] 14/14 108/21 172/2</p> <p>opposing [1] 142/6</p> <p>opposite [1] 106/13</p> <p>opposition [1] 199/13</p> <p>or [203] 4/15 5/8 5/11 5/16 7/14 10/5 12/4 13/14 14/9 15/6 15/12 15/15 16/6 17/8 17/19 17/21 21/16 21/16 21/21 21/22 21/24 21/24 22/1 23/7 25/12 29/22 30/11 30/20 34/8 35/3 35/3 35/7 35/8 35/8 35/11 35/12 35/13 35/14 35/14 35/15 35/17 35/17 35/18 35/19 40/3 41/4 42/15 42/15 42/16 42/18 42/18 42/20 43/2 46/2 46/3 47/6 47/14 47/15 50/6 52/22 53/19 54/5 54/20 57/13 57/13 57/13 59/12 60/18 62/3 62/4 62/6 62/22 63/10 69/11 69/24 70/15 74/2 74/6 74/24 75/7 77/5 79/17 81/2 82/3 84/10 84/10 85/14 93/3 94/12 95/24 96/5 96/8 96/19 96/23 97/14 98/25 99/8 102/15 103/5 103/20 106/23 107/15 110/13 110/24 110/25 110/25 111/6 111/6 111/6 111/6 111/23 112/3 112/7 112/13 112/15 112/15 112/21 112/22</p> | <p>113/7 113/8 113/18 120/9 121/8 121/8 122/13 124/15 128/18 131/20 131/22 132/3 132/9 132/11 132/12 139/3 141/13 141/21 143/10 145/22 146/18 148/8 149/9 150/23 152/21 153/18 158/11 158/24 160/6 161/22 162/2 162/10 166/5 166/5 166/11 166/23 167/12 167/22 167/23 168/19 169/6 169/11 169/20 170/14 171/4 171/10 175/13 176/14 177/11 177/11 177/12 177/25 178/10 178/12 179/7 180/20 181/22 181/22 182/4 182/6 187/15 188/15 188/21 188/23 189/5 193/21 194/20 197/21 198/5 198/6 198/25 199/6 199/25 202/19 202/25 204/4 204/7 204/24 207/17 207/17 207/18 208/12 208/25 209/1 212/19</p> <p>or not [1] 128/18</p> <p>order [14] 5/12 15/12 16/11 24/3 38/16 53/11 53/16 55/18 68/22 69/3 69/4 95/1 129/22 212/1</p> <p>ordered [1] 137/2</p> <p>organization [2] 111/21 177/12</p> <p>organization's [1] 112/5</p> <p>Orgill [2] 126/9 140/11</p> <p>original [15] 9/8 20/18 20/19 55/19 70/18 73/11 73/13 76/6 76/7 100/1 168/14 171/11 174/3 181/6 194/3</p> <p>originally [4] 72/11 75/8 138/25 174/3</p> <p>originate [1] 73/6</p> <p>originated [1] 73/1</p> <p>origination [2] 56/21 72/11</p> <p>originators [1] 171/6</p> <p>other [47] 10/5 21/19 32/19 34/2 35/8 35/14 35/17 35/21 37/2 44/8 47/14 47/18 53/17 57/6 60/17 63/11 75/22 81/9 81/13 84/8 87/3 90/25 91/22 92/10 100/19 103/15 107/16 109/5 111/6 111/7 111/23 115/2 131/9 136/16 155/16 156/20 156/21 160/6 164/1 178/12 180/16 180/17 182/20 185/24 201/23 206/22 210/14</p> <p>others [2] 52/21 182/22</p> | <p>otherwise [9] 13/14 29/23 35/19 49/13 62/18 110/24 111/6 152/21 207/17</p> <p>our [50] 20/6 24/4 25/12 26/10 37/20 38/3 38/16 38/21 39/25 51/24 53/2 55/2 55/23 56/1 60/16 61/22 76/9 79/6 80/1 81/8 81/15 82/15 94/16 94/17 106/13 108/1 108/23 108/25 109/3 114/23 123/17 126/25 134/11 139/24 141/9 141/16 149/13 153/6 156/7 165/10 167/10 177/14 188/11 200/5 202/2 208/24 209/2 211/13 213/14 213/18</p> <p>ours [2] 25/13 72/13</p> <p>ourselves [2] 38/16 55/18</p> <p>out [49] 17/3 37/11 53/19 60/13 63/25 80/17 83/13 86/18 89/17 91/15 99/16 103/7 105/8 106/25 108/9 108/10 128/17 130/4 130/7 130/11 130/14 139/5 140/12 145/3 146/2 146/24 149/15 155/13 160/3 166/22 168/4 169/4 169/10 169/21 171/4 183/3 183/23 184/4 187/8 189/1 189/6 189/8 192/7 197/21 197/22 198/3 198/13 199/1 212/1</p> <p>outlined [2] 6/11 27/4</p> <p>outside [6] 51/16 106/16 106/19 163/5 200/24 212/17</p> <p>outstanding [3] 53/4 129/1 129/11</p> <p>over [19] 19/11 53/19 62/15 70/15 75/3 76/19 77/8 83/20 87/5 96/2 98/3 128/3 142/16 142/17 148/23 171/16 171/18 176/17 213/25</p> <p>override [6] 51/7 120/17 122/6 149/21 196/16 207/3</p> <p>Overruled [5] 21/3 55/13 87/12 160/15 165/25</p> <p>overview [1] 74/1</p> <p>owed [3] 105/20 129/3 129/5</p> <p>owes [1] 23/21</p> <p>owing [3] 16/13 23/17 24/14</p> <p>own [9] 12/10 53/24 54/20 57/25 92/14 148/7 148/9 174/17 213/16</p> <p>owned [7] 8/24 122/25</p> | <p>150/3 151/12 155/12 155/12 183/12</p> <p>owner [18] 6/17 27/12 27/19 42/19 46/1 46/2 47/18 113/6 113/6 115/15 157/19 162/15 167/23 167/25 183/6 185/2 205/7 205/7</p> <p>owner's [11] 6/8 10/8 10/22 10/23 27/2 119/8 160/22 160/24 167/9 185/5 188/19</p> <p>owners [7] 12/24 111/25 132/4 148/21 171/5 171/17 177/11</p> <p>ownership [25] 45/10 80/19 87/8 92/13 107/23 110/8 111/21 120/10 125/3 136/18 178/25 179/3 179/18 179/19 179/23 180/1 180/9 181/22 181/22 206/2 206/3 209/16 209/24 210/8 210/16</p> <p>owning [3] 178/15 181/24 182/1</p> <p>owns [3] 173/15 174/8 210/11</p> <p>P</p> <p>p.m [4] 79/5 153/5 153/5 214/17</p> <p>pace [1] 211/2</p> <p>pacemaker [1] 211/3</p> <p>Pacific [12] 170/18 170/21 176/1 177/4 177/15 181/3 181/5 181/10 181/12 181/18 182/9 206/20</p> <p>page [51] 5/3 21/7 30/17 30/18 32/11 34/23 41/20 42/8 44/24 70/4 71/18 71/21 72/1 78/10 90/8 90/12 91/6 97/19 98/18 99/11 99/11 99/19 100/12 100/13 104/11 110/6 114/23 115/2 116/10 125/25 135/6 136/3 138/23 148/16 148/23 149/1 149/4 150/8 150/12 151/17 158/13 161/10 166/14 166/21 166/23 181/7 192/25 206/14 206/16 207/10 207/10</p> <p>page 11 [1] 158/13</p> <p>page 113 [1] 166/23</p> <p>page 116 [1] 166/21</p> <p>page 120 [1] 192/25</p> <p>page 19 [2] 99/11 99/19</p> <p>page 2 [2] 5/3 32/11</p> <p>page 20 [1] 100/12</p> <p>page 3 [1] 21/7</p> <p>page 356 [1] 114/23</p> <p>page 36 [1] 41/20</p> <p>page 38 [1] 99/11</p> <p>page 39 [1] 100/13</p> | <p>page 421 [2] 78/10 104/11</p> <p>page 43 [1] 116/10</p> <p>page 54 [2] 90/8 90/12</p> <p>page 6 [2] 206/14 207/10</p> <p>pages [2] 31/14 33/18</p> <p>paid [36] 8/5 11/19 38/16 38/20 39/5 39/8 53/11 67/17 69/13 102/24 117/21 117/24 117/25 117/25 121/19 121/20 121/21 122/17 122/18 122/24 123/20 126/16 127/15 128/13 128/23 128/23 129/3 129/23 131/3 131/3 134/13 137/1 137/25 141/9 141/14 189/7</p> <p>pairs [1] 3/22</p> <p>paper [2] 169/20 202/5</p> <p>papers [1] 21/17</p> <p>paragraph [28] 25/18 26/20 26/21 28/9 28/13 28/14 28/15 32/1 32/13 32/16 34/12 35/1 36/9 36/12 41/2 42/9 93/5 93/16 94/1 112/12 139/18 146/5 146/7 147/17 147/18 148/10 149/8 150/13</p> <p>paragraph 1 [1] 32/13</p> <p>paragraph 2 of [1] 36/12</p> <p>paragraph 4 [1] 25/18</p> <p>parcel [30] 5/17 72/12 72/13 72/15 72/17 96/23 97/1 97/3 98/13 98/14 98/20 98/24 99/2 99/10 100/1 100/2 105/19 125/24 141/7 152/4 152/6 152/8 152/9 152/10 152/11 185/2 201/25 202/3 203/19 210/13</p> <p>parcels [1] 184/21</p> <p>Pardon [3] 99/14 145/10 213/23</p> <p>park [19] 28/16 28/23 29/11 41/20 148/20 148/20 160/21 160/24 170/3 170/16 171/21 172/18 174/10 176/2 177/7 178/13 183/22 184/17 185/9</p> <p>part [20] 18/2 19/19 20/5 20/6 20/23 20/24 28/22 35/9 41/20 68/13 76/10 95/7 97/1 110/25 117/17 158/2 168/1 175/19 181/6 207/18</p> <p>particular [29] 30/22 31/1 52/5 52/7 52/20 56/6 58/8 63/19 64/9 66/1 66/4 68/10 68/15 74/15 82/4 107/24 108/3 119/8 120/21 132/14 132/17 132/24 181/2 182/8 182/25</p> |
|--|--|--|---|---|

| | | | | |
|----------|---|--|---|---|
| P | permitted [4] 45/12 110/9 112/16 112/17 person [4] 60/7 120/10 165/7 182/9 personal [6] 35/18 61/6 87/6 95/24 134/21 135/4 personally [9] 86/1 86/3 86/8 118/12 130/12 130/14 140/7 140/9 182/17 perspective [1] 61/20 pertinent [2] 167/19 185/3 Phase [5] 170/4 171/21 172/19 178/13 184/17 phone [2] 140/7 140/9 phonetic [5] 26/25 83/8 126/9 152/5 152/5 picking [1] 112/11 piece [4] 147/2 147/15 169/20 175/13 pieces [1] 81/7 pills [1] 211/6 place [14] 7/19 25/10 44/25 46/19 52/23 66/15 94/17 101/1 145/24 169/19 188/11 191/17 191/19 209/25 placed [2] 7/23 104/20 plain [1] 93/15 plaintiff [7] 1/6 1/16 2/2 2/4 5/14 6/2 8/19 plaintiffs [2] 5/10 8/7 planned [1] 183/19 planning [3] 17/21 17/22 143/23 plans [1] 173/23 plat [4] 28/16 28/23 29/11 41/20 play [2] 58/7 109/1 please [42] 3/4 3/10 8/14 18/18 19/3 21/11 25/14 27/23 33/24 35/1 36/20 45/6 47/1 59/7 82/21 83/22 93/19 98/7 100/25 105/12 106/5 110/11 113/2 116/13 119/6 134/1 134/22 142/10 142/12 147/21 154/4 154/12 158/3 162/20 186/7 189/19 197/17 205/23 205/23 206/13 206/17 207/13 pleases [1] 4/9 pleasure [1] 83/23 plow [1] 81/9 PLP [1] 66/23 plus [1] 61/5 point [23] 12/10 12/11 12/23 25/1 25/6 26/3 55/17 56/15 58/15 60/15 68/3 92/10 96/9 100/8 107/25 113/13 123/1 123/2 134/6 187/12 188/9 199/12 200/11 pointing [1] 91/15 points [1] 55/25 | Polednak [1] 3/13 policies [3] 156/1 156/6 199/16 policy [10] 104/24 157/22 167/7 167/9 168/5 168/8 196/19 196/20 199/21 208/22 pool [1] 75/24 pools [2] 20/23 75/24 portfolio [4] 20/5 20/6 75/9 75/23 portion [8] 21/5 47/8 47/18 52/4 57/8 57/16 71/15 175/13 portions [3] 34/6 52/6 103/18 position [33] 19/4 19/17 19/18 25/12 25/13 25/23 26/9 77/5 81/3 81/8 94/11 94/18 94/21 95/1 95/6 102/19 104/1 108/25 109/3 114/12 120/25 122/3 129/21 135/11 139/23 139/23 139/25 148/11 155/7 155/17 155/18 156/3 199/5 positions [2] 155/16 155/20 possess [2] 53/13 53/14 possession [3] 42/16 69/6 169/8 possibility [1] 58/3 possible [3] 13/8 56/24 95/4 possibly [6] 58/2 105/9 180/23 180/24 181/11 182/13 post [1] 205/24 Postal [1] 127/1 potential [2] 108/24 178/5 potentially [2] 104/1 183/23 practice [1] 190/23 predates [1] 140/1 predecessor [1] 5/10 predicate [1] 92/22 preempt [1] 22/1 preemption [1] 50/20 preliminary [4] 134/3 134/5 151/20 200/20 premise [4] 17/4 80/17 116/23 117/20 premises [13] 32/10 32/15 34/6 35/9 103/18 173/17 173/21 173/22 174/9 174/11 174/20 174/25 175/2 premium [1] 64/21 preparation [6] 30/13 33/3 44/16 105/5 137/12 140/6 prepare [2] 190/7 190/19 prepared [7] 9/20 121/7 151/20 190/9 192/18 200/24 204/8 | presence [1] 106/17 present [1] 63/10 preserve [3] 55/2 95/1 129/25 president [6] 9/11 9/18 19/5 19/17 49/3 49/7 presume [5] 74/21 132/1 137/5 164/21 202/23 presuming [1] 203/8 presumptively [1] 74/20 pretrial [1] 4/25 pretty [4] 93/15 175/17 184/23 206/10 previous [3] 94/25 178/1 205/7 previously [1] 212/2 price [2] 16/23 16/23 principal [1] 3/18 prior [8] 14/18 47/12 79/24 105/4 138/12 140/1 166/15 168/4 priority [22] 5/13 11/1 11/8 12/12 12/16 14/23 15/4 15/13 17/3 17/12 22/19 25/2 25/7 25/7 26/4 27/17 38/21 44/10 120/24 122/3 128/3 146/20 privately [1] 8/23 privileged [1] 156/22 probably [12] 78/21 78/25 82/14 85/8 87/3 108/20 108/22 115/1 118/20 153/18 198/12 198/12 problem [11] 18/7 24/10 42/13 45/21 66/10 77/17 83/17 117/16 164/12 190/4 200/13 procedures [4] 21/17 21/20 53/3 111/17 proceed [2] 4/1 18/22 proceeding [1] 166/5 proceedings [10] 1/9 31/15 48/13 61/22 79/5 153/5 210/24 211/16 214/17 214/20 proceeds [3] 141/24 142/4 142/8 process [9] 12/5 62/23 75/13 75/25 88/4 93/22 148/3 168/1 190/23 processes [1] 141/18 processing [2] 12/1 12/3 procured [2] 134/5 165/19 produce [2] 165/8 166/9 produced [4] 156/7 165/9 166/1 166/11 produces [1] 165/10 product [1] 190/13 production [9] 155/25 156/7 165/10 170/18 170/21 176/1 177/16 | 181/10 182/16 profile [1] 76/6 progeny [1] 108/25 program [3] 64/12 65/6 65/14 programs [1] 65/25 progression [1] 180/6 project [6] 17/20 47/8 110/21 120/1 185/3 207/14 projection [1] 92/2 promissory [2] 4/17 5/9 promulgated [1] 194/24 proof [2] 184/16 186/25 proper [1] 198/14 properly [4] 15/3 53/2 120/12 205/12 properties [5] 60/21 108/10 108/24 182/23 183/16 property [181] 6/8 7/24 8/3 8/7 9/6 9/22 9/23 10/1 10/4 10/9 10/14 10/20 10/23 10/25 11/4 11/18 11/19 11/20 11/22 12/18 12/19 12/22 12/25 12/25 13/6 13/9 13/13 15/4 16/9 17/9 20/2 20/7 20/9 20/11 20/17 22/7 23/8 23/10 24/20 27/2 27/14 27/16 32/5 32/9 32/15 33/6 35/22 37/12 38/17 39/24 44/9 44/18 45/2 45/8 47/17 47/19 47/22 47/25 53/21 56/1 56/12 57/19 61/5 69/10 76/11 80/12 92/14 93/8 94/25 96/18 98/25 99/1 105/19 105/24 108/3 108/17 110/7 110/21 111/5 111/8 111/25 112/8 114/6 117/9 117/17 118/1 118/16 119/7 119/8 122/25 123/4 124/2 124/5 124/6 125/17 129/19 129/22 129/23 130/5 130/17 134/5 134/9 134/21 135/4 138/7 138/8 138/17 139/3 139/9 139/23 140/23 143/7 147/2 147/13 148/5 148/21 149/18 150/3 150/13 150/15 150/18 151/3 151/4 151/13 155/5 155/6 155/11 155/12 155/14 156/9 157/4 157/19 157/20 158/1 158/8 158/12 160/2 160/6 160/10 160/19 160/22 160/24 161/4 162/12 162/15 167/18 167/20 167/24 168/17 169/8 169/11 172/18 172/25 |
|----------|---|--|---|---|

| | | | | |
|---|--|---|--|--|
| <p>P</p> <p>property... [28] 174/24 176/17 177/25 178/3 182/10 183/7 183/12 183/13 184/9 184/10 184/20 184/21 184/23 185/5 185/13 187/2 187/9 188/19 190/2 200/8 204/3 205/11 206/7 206/22 206/23 207/15 207/22 210/11</p> <p>property's [2] 5/16 183/15</p> <p>protect [12] 13/8 15/12 24/4 26/8 38/16 55/2 55/18 55/18 55/23 129/22 130/6 146/15</p> <p>protected [1] 81/5</p> <p>protection [7] 34/24 47/2 104/13 104/15 104/18 104/20 104/23</p> <p>protections [2] 21/1 108/8</p> <p>protective [4] 6/21 32/7 173/2 206/19</p> <p>protocol [1] 86/24</p> <p>prove [1] 139/24</p> <p>provide [5] 13/14 14/7 62/17 168/2 181/9</p> <p>provided [12] 7/10 10/19 14/24 15/8 15/9 15/9 32/20 42/22 47/13 111/19 127/2 203/24</p> <p>provides [3] 64/24 104/23 112/4</p> <p>providing [2] 10/13 191/9</p> <p>provision [3] 35/4 47/4 207/20</p> <p>provisions [12] 32/21 34/9 35/6 45/9 61/11 62/20 110/8 112/19 114/11 168/13 185/14 186/3</p> <p>prudency [1] 55/22</p> <p>prudent [3] 205/10 205/13 205/15</p> <p>prudently [4] 55/1 55/2 55/20 55/23</p> <p>public [7] 41/23 47/11 47/13 104/23 119/11 119/17 200/17</p> <p>pull [4] 67/23 96/23 155/5 155/9</p> <p>pulled [1] 14/16</p> <p>purchase [1] 200/5</p> <p>purchased [4] 20/21 67/8 68/16 72/10</p> <p>purchaser [10] 15/15 15/22 15/24 35/16 35/19 47/15 199/3 199/24 205/10 206/7</p> <p>purchasers [1] 206/8</p> <p>purchasing [2] 20/24 199/25</p> <p>purport [1] 31/17</p> <p>purported [1] 14/6</p> <p>purportedly [2] 140/22</p> | <p>140/24</p> <p>purports [4] 13/24 32/12 136/12 152/14</p> <p>purpose [8] 22/15 62/17 147/24 157/9 173/21 174/12 189/23 200/7</p> <p>purposes [5] 21/19 113/20 157/17 167/11 203/16</p> <p>pursuant [19] 13/25 16/5 16/16 55/8 80/18 88/16 91/2 93/1 106/10 106/13 109/1 112/18 114/1 114/10 118/1 120/13 133/12 196/9 205/12</p> <p>pursue [1] 55/8</p> <p>pursued [1] 68/5</p> <p>put [24] 29/9 35/22 67/9 67/24 68/8 78/17 80/17 87/1 101/1 105/24 114/14 124/25 127/18 127/21 129/2 129/5 132/8 132/16 133/19 153/6 155/14 164/4 190/24 210/7</p> <p>puts [2] 64/24 88/10</p> <p>putting [3] 64/14 64/14 209/15</p> <p>Q</p> <p>qualified [2] 56/22 201/15</p> <p>quarter [1] 143/23</p> <p>question [44] 51/1 52/16 53/24 54/12 55/4 59/17 59/18 61/5 63/24 63/25 64/3 66/2 71/6 75/16 80/15 83/11 83/13 83/22 86/15 92/5 106/5 113/18 113/22 118/10 118/15 118/19 120/2 120/18 122/10 123/21 125/6 128/2 129/16 139/12 139/13 139/17 141/16 168/20 168/24 187/22 188/5 191/14 197/5 207/9</p> <p>questioning [5] 92/2 96/4 102/7 148/12 150/5</p> <p>questions [13] 48/4 65/5 65/5 65/7 85/25 86/7 103/7 119/23 143/19 153/19 162/18 163/24 209/9</p> <p>quick [5] 133/1 153/13 155/9 186/5 209/11</p> <p>quickly [2] 169/6 205/10</p> <p>quiet [2] 9/3 199/25</p> <p>quite [2] 49/5 65/6</p> <p>quitting [1] 144/8</p> <p>quotations [2] 163/22 164/5</p> <p>quote [3] 103/11 110/7 111/11</p> | <p>R</p> <p>R-e-v [1] 34/9</p> <p>raised [2] 91/17 163/19</p> <p>RAMIREZ [1] 1/24</p> <p>ran [1] 167/4</p> <p>Ranch [1] 152/8</p> <p>range [1] 48/3</p> <p>ratable [1] 112/4</p> <p>rate [1] 211/6</p> <p>rather [2] 65/22 167/12</p> <p>RC [1] 160/22</p> <p>reach [4] 37/11 130/7 130/11 130/14</p> <p>reached [2] 60/13 62/6</p> <p>reaching [2] 146/2 146/24</p> <p>read [48] 3/23 4/9 21/10 25/18 26/20 27/19 28/18 30/5 30/18 31/5 31/25 32/16 33/7 33/24 35/1 41/16 42/10 44/16 45/5 45/19 47/1 49/21 63/2 85/24 86/1 86/3 86/8 94/2 94/19 95/11 103/1 105/4 105/8 108/21 115/5 115/8 115/9 134/17 137/12 139/15 139/17 147/17 150/12 152/13 171/2 177/24 206/17 207/13</p> <p>readily [1] 140/13</p> <p>reading [4] 71/13 94/14 207/20 207/24</p> <p>reads [3] 139/15 139/16 174/5</p> <p>ready [3] 4/1 184/12 211/21</p> <p>real [26] 32/5 32/9 45/8 96/21 98/25 99/1 105/19 110/7 110/21 133/1 155/9 172/17 172/25 183/7 184/9 184/10 184/20 184/21 184/23 185/13 186/25 198/14 206/22 206/22 207/15 209/11</p> <p>realize [1] 58/9</p> <p>really [10] 50/8 54/12 65/3 65/16 89/1 124/1 141/16 181/21 200/2 212/18</p> <p>reason [8] 12/3 70/15 94/17 99/15 108/16 158/23 159/25 176/2</p> <p>reasonable [1] 112/4</p> <p>recall [24] 48/1 61/23 61/25 72/10 73/10 73/18 73/19 73/20 76/12 76/14 77/11 86/19 90/22 96/7 96/15 100/9 115/21 121/17 123/1 127/5 135/23 137/9 140/5 177/5</p> <p>receipt [9] 7/2 7/17 11/10 82/6 82/7 83/4 84/24 88/18 89/24</p> <p>receivable [1] 105/18</p> | <p>receive [7] 11/13 37/7 38/10 40/13 77/5 84/12 111/24</p> <p>received [34] 9/15 10/12 11/24 12/14 24/23 25/11 26/6 26/17 28/3 30/1 30/11 36/3 38/13 40/17 40/19 40/20 40/20 40/21 46/11 60/11 79/15 82/4 85/24 91/16 115/19 116/16 118/6 123/2 141/24 142/1 142/7 145/22 145/23 149/10</p> <p>receiver [5] 5/25 6/1 8/25 74/24 90/21</p> <p>receiving [2] 13/10 37/10</p> <p>recently [3] 73/13 96/8 212/22</p> <p>recessed [4] 48/13 79/5 153/5 214/17</p> <p>Recital [4] 31/22 45/5 45/5 176/5</p> <p>recitals [4] 31/22 110/6 172/16 183/5</p> <p>recitation [1] 173/8</p> <p>recognition [1] 209/16</p> <p>recognize [3] 38/7 38/24 39/11</p> <p>recognized [1] 199/7</p> <p>recollection [11] 73/21 74/2 74/5 103/5 105/6 131/2 133/6 137/2 143/8 172/8 172/11</p> <p>reconvey [2] 39/23 127/14</p> <p>reconveyance [8] 8/10 15/25 39/15 40/1 127/10 130/21 130/24 151/8</p> <p>record [56] 3/11 4/6 4/9 12/2 12/6 18/19 21/10 25/18 26/20 27/19 27/20 28/18 30/18 31/25 32/5 32/17 33/7 33/24 35/1 41/16 42/10 45/6 45/19 47/1 63/3 80/13 83/19 83/21 94/2 132/18 141/19 147/18 150/13 152/14 153/10 154/4 155/14 168/17 171/6 173/14 173/15 174/9 174/18 187/9 187/10 187/11 190/25 192/14 199/9 199/17 200/17 205/12 206/17 206/20 207/5 208/2</p> <p>recordation [2] 47/12 173/12</p> <p>recorded [116] 1/24 5/18 6/3 6/9 6/13 6/18 6/20 6/22 6/24 6/25 7/5 7/6 7/7 7/11 7/14 7/21 7/24 8/3 8/10 9/8 9/25 10/1 10/2 10/3 10/8 10/10 11/3 11/8 11/16 12/9 12/21 13/3 13/11</p> | <p>13/17 13/25 14/6 14/11 14/17 14/20 15/17 16/8 16/15 24/12 27/7 29/20 30/2 30/14 34/14 39/9 39/15 40/1 40/2 40/16 40/23 42/24 43/3 43/5 44/4 44/20 44/21 46/15 46/17 47/11 70/9 72/14 73/23 74/12 74/25 76/22 77/2 88/9 91/1 91/3 93/8 101/4 101/10 112/1 120/13 123/21 123/22 124/3 125/1 126/5 130/25 131/2 133/10 136/15 150/8 150/9 150/10 160/19 160/21 160/23 161/13 162/12 168/14 172/25 178/3 178/16 191/22 192/2 193/4 194/16 195/6 195/12 195/17 195/25 198/17 198/22 198/23 202/1 202/18 204/4 204/5 206/20 209/24</p> <p>recorder [8] 1/24 6/23 7/13 41/22 43/2 52/13 63/22 210/1</p> <p>recorder's [10] 5/20 6/5 6/22 8/1 14/7 15/18 15/18 202/16 203/21 210/1</p> <p>recording [17] 16/1 21/17 49/14 70/14 78/3 93/22 95/20 97/19 119/2 132/9 170/12 195/1 202/14 202/15 203/16 209/19 209/25</p> <p>records [22] 5/19 6/5 6/15 6/19 7/13 8/1 11/5 27/10 28/17 32/5 41/21 43/1 47/12 47/13 92/15 95/24 136/16 167/5 168/15 173/1 205/8 210/4</p> <p>recovered [1] 57/11</p> <p>recovers [1] 54/5</p> <p>recross [6] 2/13 153/1 153/9 153/17 209/10 209/12</p> <p>Recross-Examination [2] 2/13 209/12</p> <p>rectified [1] 168/9</p> <p>Red [42] 6/7 6/25 7/5 10/7 10/10 10/15 10/21 11/5 13/16 25/11 25/24 26/1 26/23 36/3 36/11 77/22 78/6 78/12 81/25 82/3 82/19 82/22 85/16 87/23 88/8 91/6 93/1 93/17 119/6 133/13 135/25 136/5 136/7 136/10 140/18 142/25 147/20 147/22 147/24 148/14 148/16 152/18</p> <p>redeeded [2] 130/17 141/9</p> <p>redeem [3] 12/25 15/11 129/19</p> |
|---|--|---|--|--|

| | | | | |
|--|--|---|---|--|
| R | relied [8] 81/4 86/12 94/5 94/7 94/7 179/12 182/15 182/18 | 166/8 166/16 | return [7] 7/2 7/17 11/10 82/6 82/7 83/4 84/24 | 102/8 102/19 102/20 105/4 107/14 107/15 108/4 108/6 108/7 |
| redeemed [4] 12/18 13/13 150/15 151/3 | rely [2] 92/12 169/14 | 201/25 | returned [1] 127/1 | 108/14 108/17 109/2 |
| redeeming [2] 8/7 13/9 | relying [1] 81/1 | requesting [4] 140/19 146/7 146/8 146/10 | revert [1] 128/24 | 109/9 110/12 110/13 |
| redemption [2] 42/20 150/16 | remain [4] 10/24 104/1 168/8 205/7 | requests [1] 165/14 | reverted [1] 10/23 | 110/14 110/15 110/18 |
| redirect [6] 2/8 2/12 144/17 144/19 204/17 204/18 | remaining [1] 174/20 | required [5] 15/11 16/24 192/14 202/16 209/23 | review [32] 14/14 60/14 73/3 75/12 76/1 95/23 100/8 111/14 132/19 132/19 158/10 158/20 159/12 160/5 161/1 161/3 161/21 161/24 162/5 165/13 165/14 165/15 165/16 170/6 172/2 186/5 189/24 201/21 201/23 203/20 207/5 208/2 | 111/3 111/4 111/4 114/2 114/7 114/10 135/17 135/20 135/21 160/20 161/3 161/13 161/18 161/22 161/23 162/6 162/7 162/11 168/15 168/16 168/18 168/20 168/24 168/25 169/18 170/2 170/24 171/1 171/5 171/6 174/3 174/21 178/1 180/7 180/10 180/11 180/17 180/21 181/6 182/23 183/3 183/15 183/17 183/20 184/22 185/8 185/25 186/11 186/17 187/1 187/13 187/14 187/25 188/15 193/13 193/16 193/17 207/25 208/12 208/13 208/17 208/18 208/21 209/1 |
| reduced [1] 57/14 | remind [4] 48/17 79/8 114/18 153/15 | requires [2] 16/10 73/2 | reviewing [3] 32/23 157/3 206/25 | rude [1] 170/8 |
| refer [2] 108/18 147/10 | remove [3] 175/12 189/10 189/11 | rerecord [2] 10/5 110/5 | Revised [9] 6/11 27/4 32/24 34/18 45/11 88/2 93/6 103/6 148/2 | ruled [2] 17/2 108/7 |
| reference [17] 13/23 28/6 31/19 32/24 34/11 34/18 36/13 36/16 41/1 41/7 41/10 88/1 102/8 143/10 183/10 189/11 206/24 | removed [2] 39/9 189/14 | rerecorded [12] 5/20 8/11 13/14 22/11 22/12 71/22 99/4 135/18 158/21 159/3 162/7 162/8 | rid [2] 90/25 199/25 | rules [2] 51/4 63/22 |
| referenced [15] 10/25 14/16 16/5 33/11 35/24 36/22 41/12 43/8 108/5 110/16 147/25 157/24 159/3 159/19 159/22 | removing [1] 58/1 | rerecording [4] 22/15 74/9 110/1 110/13 | rife [1] 17/7 | run [8] 79/15 160/3 170/8 178/19 183/2 183/23 185/10 187/25 |
| references [11] 6/10 6/25 7/6 14/6 14/21 15/20 27/14 37/6 41/5 207/25 208/1 | render [3] 35/6 35/12 47/6 | resay [1] 150/21 | right [292] | running [3] 184/4 211/5 212/21 |
| referencing [3] 15/5 25/16 39/16 | rents [7] 74/10 74/15 76/19 76/21 135/4 135/14 194/9 | research [1] 155/5 | right-hand [1] 159/7 | |
| referred [1] 111/15 | reorganization [1] 182/5 | reserve [3] 17/19 18/4 213/3 | rights [3] 46/6 93/12 113/11 | |
| referring [11] 58/17 58/18 59/8 71/1 71/11 80/11 97/6 143/5 146/13 177/22 187/1 | repaired [10] 56/19 56/24 56/24 57/7 57/8 57/12 57/13 57/15 57/24 58/1 | reserved [1] 163/8 | risk [2] 19/25 156/6 | |
| reflect [3] 5/16 196/25 200/2 | repaid [3] 23/16 23/19 23/20 | residential [1] 60/18 | Road [24] 4/16 5/9 5/15 20/8 20/16 27/16 27/21 39/25 124/12 125/14 125/17 127/15 127/18 127/22 130/17 131/4 148/7 149/7 151/6 152/6 152/11 157/5 158/17 162/16 | |
| reflected [5] 28/7 161/6 205/7 205/11 205/19 | repayments [1] 61/9 | residing [1] 87/20 | Roberta [3] 83/8 89/20 89/20 | |
| reflects [1] 41/4 | rephrase [9] 80/15 101/18 101/19 118/19 125/6 188/5 197/5 205/16 209/22 | resolved [2] 157/23 199/20 | Rock [42] 6/7 6/25 7/5 10/7 10/10 10/15 10/21 11/5 13/17 25/11 25/24 26/1 26/23 36/4 36/11 77/22 78/6 78/12 82/1 82/3 82/19 82/22 85/16 87/23 88/8 91/6 93/1 93/17 119/6 133/13 135/25 136/5 136/7 136/10 140/18 142/25 147/20 147/22 147/24 148/14 148/16 152/18 | |
| reformulation [1] 182/5 | replaced [1] 162/4 | respect [9] 26/4 34/3 37/19 56/17 64/22 103/15 129/17 178/14 212/16 | ROGER [4] 1/18 3/16 48/24 110/2 | |
| refuse [1] 120/3 | report [34] 134/4 134/5 134/14 134/17 137/1 137/3 151/20 157/1 157/3 157/4 157/5 157/7 157/20 157/25 159/19 161/7 162/15 166/9 166/11 166/11 190/7 190/19 190/20 190/24 195/7 196/7 197/11 197/12 197/15 198/20 198/23 200/2 200/20 200/23 | respectful [1] 94/19 | roll [1] 213/25 | |
| regard [5] 67/1 80/24 125/1 179/4 202/21 | REPORTING [1] 1/25 | response [5] 24/1 117/19 173/10 186/1 192/9 | rolled [1] 188/22 | |
| regarding [2] 42/15 120/2 | reports [5] 73/5 155/25 163/21 163/21 165/11 | responsibilities [4] 19/21 155/3 155/23 156/5 | Rs [121] 6/13 6/18 9/24 10/1 13/25 14/6 14/13 14/17 15/6 15/20 16/5 16/8 16/9 16/16 16/20 27/6 30/2 30/22 31/18 31/19 31/20 31/21 33/5 43/5 44/8 44/18 44/20 45/2 46/10 72/22 73/3 73/9 73/17 74/3 76/10 95/20 95/25 96/5 101/1 | |
| regardless [1] 54/2 | represent [7] 48/25 83/4 134/3 137/15 156/14 158/4 194/22 | rest [1] 86/6 | | |
| regret [1] 211/17 | representative [4] 3/14 9/11 107/3 213/18 | restate [3] 106/5 111/6 205/22 | | |
| regulate [1] 55/22 | represented [2] 147/17 158/14 | restates [1] 110/13 | | |
| regulations [5] 21/16 51/4 51/15 56/2 63/8 | representing [2] 8/21 157/18 | restriction [2] 112/2 176/15 | | |
| reimbursement [2] 54/22 69/5 | represents [2] 30/21 30/22 | restrictions [17] 6/12 6/22 7/11 27/6 29/20 32/8 42/24 112/2 160/18 160/21 160/23 168/12 173/3 177/19 184/22 193/4 206/20 | | |
| reinstate [1] 25/23 | request [6] 37/12 157/12 165/16 165/20 | retail [1] 184/10 | | |
| reiterate [1] 105/7 | | retain [1] 121/24 | | |
| relate [2] 34/7 103/19 | | retained [1] 121/22 | | |
| related [3] 9/15 10/9 14/20 | | retraced [1] 86/17 | | |
| relating [1] 32/8 | | retroactively [1] 17/5 | | |
| relationship [5] 20/9 50/12 51/21 51/22 51/24 | | | | |
| relatively [1] 185/25 | | | | |
| release [1] 141/19 | | | | |
| released [1] 129/1 | | | | |
| relevance [4] 50/13 54/3 54/5 65/20 | | | | |
| relevant [1] 60/6 | | | | |

| | | | | |
|----------|---|--|--|--|
| S | 116/2 117/14 121/8 121/18 123/10 124/18 127/16 129/5 130/2 133/3 141/6 155/9 160/8 166/13 170/9 172/7 173/18 182/22 188/14 197/13 201/8 201/16 201/17 204/13 208/1 208/23 209/15 211/1 saying [20] 11/7 58/6 71/9 92/19 94/6 95/12 103/10 113/15 116/11 126/12 135/11 141/7 144/11 146/14 182/10 185/7 188/11 196/6 202/11 214/14 says [61] 28/19 54/4 61/7 63/5 63/9 70/24 87/23 88/2 93/16 94/2 94/11 94/22 95/5 98/25 100/16 103/13 104/3 104/6 104/13 110/6 110/12 110/16 110/19 111/15 112/11 113/2 115/10 119/1 119/5 119/17 125/2 125/21 126/25 129/9 131/3 133/11 138/3 138/17 139/2 142/14 151/23 152/1 152/13 166/22 168/12 170/2 172/17 172/22 173/11 174/6 174/25 181/1 183/5 184/7 184/8 185/1 185/12 188/12 188/13 194/25 195/16 SBA [71] 19/24 19/25 20/24 20/25 21/1 21/4 21/13 21/15 21/16 21/20 21/24 22/1 22/1 50/2 50/7 50/10 50/12 51/5 51/5 51/15 51/21 51/25 52/3 52/4 52/6 52/8 52/23 53/3 53/4 53/16 53/19 53/20 53/21 54/5 54/18 54/18 54/22 54/24 55/8 55/8 56/15 56/20 57/16 62/17 62/24 63/6 63/8 63/9 64/6 64/7 64/8 64/11 65/6 65/18 65/22 66/6 66/11 66/17 66/18 66/21 66/21 67/1 67/9 67/14 67/14 67/23 68/4 68/14 69/5 69/10 75/21 SBA's [2] 24/4 51/22 scenario [1] 133/17 scenarios [3] 15/2 57/5 57/6 Schedule [13] 136/14 151/17 151/23 152/7 158/2 158/7 158/10 167/2 167/2 167/4 168/2 168/3 168/7 scheduled [1] 3/19 Schmidt [2] 3/18 211/13 SCHMITT [5] 1/17 2/10 | 2/12 3/13 4/8 scope [3] 51/16 163/6 200/24 screens [1] 202/8 search [3] 155/11 166/19 192/7 searched [1] 172/9 searcher [1] 155/2 searching [1] 168/1 seat [1] 107/11 seated [3] 3/4 48/14 79/7 sec [1] 77/15 second [20] 36/9 42/8 44/24 77/6 87/18 93/5 94/1 95/12 114/24 123/14 146/5 146/7 150/8 150/12 151/17 169/17 187/16 191/15 192/11 209/4 secondary [8] 63/20 64/17 64/20 67/9 67/19 67/20 67/23 68/17 seconds [2] 17/20 209/6 secretaries [1] 87/1 Secretary [3] 169/12 169/13 191/2 section [22] 21/11 33/15 33/16 33/18 33/24 34/10 34/23 34/24 35/20 35/24 45/15 46/7 61/5 61/11 63/2 64/10 103/2 110/18 111/10 113/11 168/3 206/17 Section 1 [1] 33/16 Section 1 are [1] 168/3 Section 1.18 [1] 110/18 Section 1.1A [1] 206/17 Section 10.2 [1] 45/15 Section 10.3 [2] 46/7 113/11 Section 11.03 [1] 34/23 Section 2 [1] 61/5 Section 27A [1] 34/10 Section 7 [1] 63/2 Section 8.09 [3] 33/15 33/18 33/24 Section 809 [1] 103/2 secure [4] 5/12 34/1 134/21 194/3 secured [16] 7/9 22/3 34/5 42/18 42/21 43/4 55/24 103/17 104/3 104/4 104/5 104/6 138/6 139/3 139/3 139/9 security [5] 13/9 22/20 23/9 26/8 146/19 see [101] 21/8 22/12 27/14 28/12 28/16 28/22 29/12 31/23 32/23 34/18 34/24 45/15 60/14 65/8 66/13 66/13 67/16 67/25 | 70/14 70/16 70/20 73/24 74/14 76/5 76/8 77/21 77/22 78/7 78/8 78/11 78/12 84/15 84/17 89/24 89/25 90/8 90/9 90/18 91/1 96/6 96/14 98/9 98/18 98/20 98/24 100/12 100/14 100/18 100/19 101/7 118/25 119/1 119/2 119/11 119/12 119/14 119/19 120/7 126/1 133/11 135/9 135/14 135/18 135/20 136/1 136/5 137/11 140/3 142/14 144/11 146/8 148/15 148/17 150/9 151/18 151/24 152/2 152/20 155/12 158/1 166/21 169/6 169/13 178/11 179/7 179/7 179/12 180/19 180/20 180/21 182/13 185/6 185/20 186/4 187/4 188/21 193/15 202/2 207/6 208/2 211/10 seeing [9] 60/3 73/17 73/18 73/19 77/11 96/15 127/5 172/8 200/14 seek [2] 9/13 103/7 seeking [2] 9/2 196/12 seem [1] 78/17 seems [3] 95/12 95/15 142/20 seen [20] 14/17 30/9 33/2 44/15 69/23 83/6 88/13 88/13 89/1 89/1 105/14 107/15 127/3 140/4 140/5 172/6 172/10 176/18 176/20 189/21 sell [22] 24/11 27/25 29/4 31/5 31/8 36/17 41/8 41/23 88/15 88/19 91/2 91/9 93/7 93/13 105/23 115/20 116/25 117/8 194/18 194/22 194/23 195/6 seller [1] 169/15 send [3] 37/21 132/5 191/25 sending [4] 37/25 87/24 124/12 147/24 sends [1] 117/11 senior [24] 9/11 9/18 9/19 9/23 10/17 10/18 10/20 12/12 12/13 15/10 19/5 19/17 25/12 25/21 26/5 26/9 49/3 49/6 94/4 120/24 154/17 160/9 191/16 191/18 sense [1] 133/18 sent [25] 7/1 7/15 10/11 10/16 10/21 11/10 13/17 13/17 13/18 37/18 81/13 85/22 85/23 93/9 | 116/18 125/10 125/13 126/11 130/25 131/1 133/13 146/20 152/21 156/23 189/22 sentence [6] 94/10 94/20 95/11 95/12 95/13 207/13 separate [23] 10/4 19/12 34/13 110/14 111/3 111/7 114/5 161/3 162/12 162/13 168/19 168/23 168/24 168/25 169/4 169/10 180/17 207/1 207/1 207/21 208/18 208/22 208/23 separately [2] 34/5 103/17 September [12] 5/23 6/1 9/7 31/23 31/25 32/3 101/4 101/6 102/4 160/21 168/14 172/23 September 24 [1] 6/1 SERIES [6] 1/8 3/8 3/17 130/10 136/11 199/8 served [3] 5/1 105/22 117/8 service [4] 66/23 67/20 96/20 127/1 servicer [1] 68/1 Services [19] 6/7 25/25 26/2 26/24 36/11 77/22 87/23 88/9 93/17 119/6 135/25 136/5 136/7 136/11 140/18 147/22 152/18 154/17 198/25 Servicing [1] 19/6 servitude [1] 112/3 set [14] 3/25 4/7 7/3 7/16 15/7 17/8 46/6 92/22 113/11 138/5 139/8 168/18 169/4 208/18 sets [6] 10/1 111/3 168/4 168/20 183/16 187/13 settled [1] 199/7 seven [1] 135/11 several [9] 19/12 52/25 60/21 62/5 62/16 75/4 86/16 94/8 102/23 SFR [3] 17/3 108/25 197/16 shall [25] 32/21 34/4 34/4 35/6 35/10 45/8 45/24 46/6 47/6 47/9 47/11 47/16 47/16 103/16 103/16 104/3 110/7 110/22 113/3 113/10 115/13 185/3 185/13 206/18 207/16 Shapiro [3] 137/8 140/18 144/22 she [31] 9/18 9/21 52/14 83/9 83/10 83/12 83/15 83/18 84/3 84/5 84/5 84/7 84/9 86/22 113/1 163/22 164/3 |
|----------|---|--|--|--|

| | | | | |
|--------------------------------|---------------------------------|-------------------------------|--------------------------------|--------------------------------|
| S | sincerely [1] 76/12 | 118/16 120/6 120/24 | 152/13 158/8 | 88/2 93/6 103/6 107/18 |
| she... [14] 164/4 | single [1] 102/23 | 121/13 139/1 139/2 | specifically [23] 33/15 | statutes [6] 27/4 32/24 |
| 164/10 166/2 181/14 | singular [1] 150/18 | 146/14 165/14 180/6 | 54/25 60/7 60/23 61/25 | 34/19 45/11 103/11 |
| 181/14 189/23 196/14 | sir [86] 48/17 49/2 50/2 | 192/12 203/21 | 67/2 67/3 73/18 73/20 | 148/2 |
| 201/8 201/9 201/15 | 52/9 58/14 59/5 59/10 | somehow [1] 114/6 | 74/4 81/23 95/10 96/25 | stay [2] 157/22 198/18 |
| 201/18 207/3 207/4 | 63/20 64/5 65/3 69/17 | someone [3] 107/15 | 100/5 109/9 121/7 | step [6] 13/8 16/4 |
| 212/5 | 71/9 71/12 73/10 74/8 | 128/3 166/23 | 121/8 130/2 141/18 | 106/17 106/25 153/20 |
| She'll [1] 10/1 | 75/1 76/16 76/17 76/24 | something [25] 53/22 | 141/21 142/5 165/22 | 210/19 |
| she's [7] 9/17 84/8 | 77/1 77/10 77/16 77/19 | 56/11 56/20 56/22 | 188/9 | steps [1] 86/17 |
| 84/11 113/15 160/14 | 77/23 79/8 79/14 82/10 | 56/23 69/24 70/15 | speculation [3] 149/19 | Stewart [6] 134/14 |
| 196/14 211/12 | 84/4 84/22 85/17 86/21 | 76/14 84/12 96/3 97/16 | 181/13 197/4 | 136/17 151/21 200/24 |
| shock [1] 122/2 | 89/15 89/18 90/17 91/4 | 106/15 130/3 132/2 | spell [2] 18/18 154/3 | 201/9 201/10 |
| shoot [1] 201/6 | 92/25 98/12 99/7 100/4 | 143/9 143/13 146/15 | spelled [1] 18/20 | Stick [1] 169/19 |
| short [1] 172/1 | 100/18 100/21 102/4 | 169/19 169/20 173/9 | spent [2] 177/1 177/3 | still [28] 12/17 12/19 |
| shortcut [1] 89/8 | 103/4 103/24 104/12 | 176/14 184/13 193/15 | spinning [1] 92/19 | 13/10 16/21 53/12 55/7 |
| shortly [1] 10/10 | 105/13 105/15 106/17 | 196/22 210/7 | Spray [2] 170/16 | 67/20 67/20 69/9 69/12 |
| should [7] 17/8 17/21 | 107/10 109/19 114/16 | sometime [3] 30/12 | 175/25 | 72/16 81/8 81/15 85/1 |
| 46/10 57/11 123/3 | 114/25 115/4 116/23 | 82/13 166/15 | spreadsheet [1] 75/18 | 94/17 121/2 122/25 |
| 208/19 214/10 | 117/14 118/11 118/23 | sometimes [9] 63/18 | stab [1] 82/15 | 140/25 146/19 146/23 |
| shout [1] 89/17 | 118/24 120/20 121/21 | 87/2 87/2 191/1 205/24 | stage [1] 52/25 | 168/16 169/14 198/18 |
| show [13] 13/4 13/12 | 123/23 123/25 124/11 | 205/25 208/15 208/16 | stamp [4] 33/18 71/15 | 199/1 199/15 205/5 |
| 16/14 58/17 88/20 | 125/20 126/14 126/21 | 210/13 | 125/15 130/23 | 205/7 212/3 |
| 120/5 138/14 187/9 | 126/23 127/8 130/13 | somewhere [4] 19/10 | stand [6] 18/14 48/16 | stipulate [2] 116/14 |
| 196/4 196/21 199/1 | 130/19 133/3 134/1 | 23/23 50/21 61/24 | 114/15 153/7 170/7 | 212/5 |
| 205/4 205/6 | 134/2 135/2 136/3 | soon [1] 106/20 | 179/13 | stipulated [37] 2/15 |
| showed [1] 88/14 | 136/8 137/7 137/8 | sorry [69] 4/20 8/15 | standard [3] 53/2 | 4/4 4/7 4/9 4/13 4/14 |
| showing [4] 162/16 | 139/13 141/12 142/11 | 20/25 22/23 24/9 26/13 | 74/18 206/10 | 4/25 20/13 22/8 30/7 |
| 167/22 187/10 200/8 | 142/12 143/14 153/8 | 26/13 28/6 28/22 28/24 | standing [2] 169/14 | 33/1 36/1 36/19 37/16 |
| shown [7] 88/12 | 153/15 200/21 | 29/14 31/3 37/2 38/18 | 188/23 | 38/5 38/22 39/11 40/8 |
| 135/21 136/13 136/15 | sit [5] 23/22 143/15 | 39/17 42/11 43/19 45/1 | stands [1] 104/7 | 46/18 85/19 89/5 89/9 |
| 193/17 198/4 208/20 | 162/11 163/9 172/12 | 46/23 49/5 49/25 61/15 | start [10] 3/20 28/22 | 91/13 92/8 92/9 105/23 |
| shows [4] 167/4 | site [2] 191/1 192/15 | 65/10 65/14 69/4 69/25 | 145/9 145/11 168/10 | 110/2 116/19 117/17 |
| 198/20 198/22 206/3 | sitting [2] 170/7 182/3 | 71/5 71/10 82/20 83/16 | 178/21 192/25 213/6 | 119/23 156/12 156/14 |
| sic [1] 96/21 | situation [4] 107/15 | 85/15 88/20 102/2 | 213/11 214/12 | 159/15 159/17 161/10 |
| sick [3] 212/16 212/16 | 113/20 196/10 205/6 | 105/11 106/6 107/7 | started [5] 36/24 59/18 | 161/12 206/12 |
| 212/18 | six [4] 59/20 59/23 | 109/11 109/20 109/20 | 61/22 81/12 96/4 | stipulation [3] 91/13 |
| side [3] 87/3 98/16 | 136/1 136/2 | 109/21 110/2 119/9 | starting [7] 31/23 | 116/16 116/17 |
| 109/5 | size [1] 17/6 | 119/22 122/13 123/14 | 37/23 42/9 146/7 | stop [1] 129/17 |
| sign [4] 11/12 117/11 | Skinner [12] 9/17 9/20 | 130/16 141/6 144/10 | 147/20 150/13 212/9 | story [1] 54/24 |
| 176/3 180/10 | 9/24 10/3 144/1 153/24 | 161/1 162/7 167/13 | starts [7] 28/12 29/11 | straight [1] 123/9 |
| signatories [5] 174/17 | 153/25 154/5 154/10 | 167/21 170/20 170/25 | 32/18 33/25 41/17 47/2 | straightforward [1] |
| 178/22 179/5 180/14 | 162/23 205/18 209/14 | 171/24 175/24 186/10 | 158/5 | 184/23 |
| 180/16 | slander [1] 9/5 | 186/15 186/18 187/18 | state [41] 4/17 4/18 | street [3] 97/8 97/11 |
| signature [6] 42/9 83/6 | slice [1] 57/13 | 193/23 197/24 201/3 | 5/10 5/13 5/23 6/1 8/24 | 131/5 |
| 83/7 84/16 166/23 | slicing [1] 174/2 | 201/7 202/6 206/16 | 9/9 17/5 18/18 20/19 | stretch [1] 187/3 |
| 166/25 | slow [1] 4/19 | 207/10 208/6 209/22 | 21/16 21/21 21/24 34/9 | strictly [1] 160/4 |
| signatures [4] 170/12 | small [6] 8/22 20/15 | sort [3] 104/20 139/2 | 60/18 74/23 74/24 87/9 | strike [3] 52/19 81/2 |
| 179/13 179/17 204/2 | 61/2 62/18 183/22 | 177/25 | 90/9 90/20 90/22 94/24 | 161/2 |
| signed [11] 7/3 7/17 | 204/10 | sorts [1] 141/19 | 131/5 134/24 148/25 | strips [1] 178/2 |
| 26/25 83/5 89/5 116/3 | smaller [1] 57/8 | sought [1] 95/25 | 154/3 158/15 169/12 | struggling [1] 57/4 |
| 116/17 116/18 119/24 | smart [1] 132/20 | sound [1] 60/4 | 169/13 191/2 194/5 | stuff [3] 92/7 164/1 |
| 169/3 178/15 | so [255] | sounds [4] 60/5 106/1 | 194/6 196/10 196/11 | 174/20 |
| significance [1] 210/11 | sold [12] 55/20 56/11 | 118/9 124/7 | 197/1 197/1 197/16 | subdivision [2] 155/21 |
| significant [1] 12/23 | 63/20 64/17 140/23 | sources [2] 94/8 192/8 | 198/25 199/6 209/20 | 155/24 |
| signing [2] 175/19 | 142/18 147/14 171/4 | South [5] 82/5 84/21 | stated [7] 25/11 58/14 | subdivisions [1] |
| 180/7 | 171/15 171/15 171/15 | 89/23 131/5 133/14 | 58/16 68/25 138/25 | 183/19 |
| Silver [18] 4/17 5/10 | 174/11 | space [3] 111/19 | 168/7 188/9 | subitem [2] 193/17 |
| 5/13 5/23 6/1 9/8 20/19 | some [30] 19/23 19/23 | 111/22 112/6 | statement [18] 2/2 | 208/20 |
| 74/23 74/24 90/8 90/20 | 48/2 60/22 73/23 77/8 | spaces [1] 171/14 | 8/14 8/16 8/19 18/5 | subject [16] 15/4 17/9 |
| 90/22 134/24 148/25 | 79/18 91/20 96/9 | span [1] 179/21 | 53/20 73/5 92/9 117/22 | 45/8 47/17 94/23 110/7 |
| 158/15 194/5 194/6 | 104/20 108/19 114/11 | speak [5] 54/25 59/13 | 134/20 135/1 135/4 | 110/22 110/25 128/2 |
| 198/25 | 115/1 123/1 123/2 | 127/20 188/2 203/23 | 135/8 193/25 198/19 | 149/13 152/7 152/12 |
| similar [1] 50/17 | 132/2 132/2 145/17 | speaking [8] 30/16 | 204/5 210/5 210/16 | 157/4 185/13 207/15 |
| similarity [1] 181/9 | 164/1 174/2 175/17 | 50/3 58/5 75/14 80/20 | states [8] 7/8 36/8 | 207/18 |
| simple [1] 125/10 | 177/1 177/3 177/11 | 133/17 204/7 206/7 | 41/25 64/13 104/19 | Subsection [4] 61/12 |
| simply [2] 166/8 203/9 | 177/25 178/2 182/4 | special [4] 19/5 19/16 | 110/18 119/10 128/10 | 110/6 111/10 172/17 |
| since [5] 76/15 114/22 | 182/5 204/10 212/18 | 20/25 75/4 | stating [2] 24/24 141/4 | Subsection 10.2 [1] |
| 173/14 183/24 192/11 | somebody [15] 84/12 | specific [6] 54/15 | status [1] 198/3 | 111/10 |
| | 97/21 100/8 117/10 | 62/19 84/7 131/22 | statute [6] 6/11 64/10 | subsequent [4] 7/14 |

| | | | | |
|--------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|
| S | Sustained [1] 105/2 | taxing [1] 139/2 | 114/20 117/12 128/15 | 199/21 201/19 201/19 |
| subsequent... [3] | sworn [6] 18/16 48/18 | tell [49] 10/2 10/3 19/3 | 133/4 143/20 143/22 | 206/10 208/10 209/17 |
| 37/10 43/2 199/16 | 79/9 114/18 153/16 | 19/7 19/20 31/10 32/12 | 144/16 145/20 150/22 | 210/2 210/9 213/1 |
| substance [1] 198/11 | 154/1 | 40/11 43/25 44/21 | 153/3 153/4 153/21 | 213/3 214/7 |
| substantially [1] | Sylvester [1] 3/13 | 46/24 54/13 58/21 | 155/16 157/9 157/24 | their [29] 10/20 11/7 |
| 137/25 | synopsis [1] 100/9 | 60/23 65/17 75/11 | 159/8 159/25 161/15 | 12/12 12/12 12/15 13/3 |
| successive [1] 112/22 | system [1] 96/24 | 81/11 81/22 87/15 88/7 | 161/21 162/1 162/10 | 25/13 37/5 63/16 64/14 |
| Successor [1] 135/2 | | 94/8 108/12 119/6 | 162/17 164/17 166/22 | 66/15 67/24 92/3 92/12 |
| such [25] 21/19 35/5 | T | 119/25 128/1 131/21 | 169/25 186/6 192/23 | 96/18 96/23 102/24 |
| 35/13 35/16 35/19 | take [43] 14/1 17/8 | 149/9 154/12 157/9 | 201/23 204/16 206/12 | 139/2 139/3 141/10 |
| 45/23 45/25 46/1 46/2 | 24/2 31/13 47/16 48/11 | 158/10 158/20 159/2 | 208/3 209/3 210/18 | 142/7 148/1 155/13 |
| 46/3 47/10 47/10 47/13 | 52/14 53/21 59/7 62/4 | 159/6 159/8 159/11 | 210/19 210/21 213/8 | 163/9 182/5 191/21 |
| 76/6 111/25 112/18 | 63/1 66/16 76/25 77/7 | 162/11 162/14 169/15 | thanks [6] 69/21 | 205/3 206/2 206/5 |
| 113/3 113/5 113/6 | 77/10 78/20 83/1 85/9 | 172/10 177/20 179/14 | 101/22 102/2 109/16 | theirs [1] 25/12 |
| 113/6 113/7 115/12 | 95/12 104/10 111/13 | 183/12 184/3 184/4 | 126/12 164/14 | them [53] 3/24 12/15 |
| 115/14 115/15 136/9 | 118/23 126/20 128/3 | 187/5 190/14 193/11 | that [1010] | 14/8 38/3 38/15 50/4 |
| suffice [1] 166/13 | 133/1 134/23 137/17 | 197/14 211/17 | that'll [1] 8/14 | 50/5 62/12 62/23 63/10 |
| sufficient [2] 117/8 | 142/10 144/1 144/4 | telling [7] 64/5 125/10 | that's [181] 4/21 9/4 | 67/19 73/3 73/19 73/19 |
| 197/10 | 144/9 144/13 147/9 | 138/16 146/13 147/1 | 13/19 14/11 14/16 17/4 | 74/4 75/5 75/17 75/18 |
| suggest [2] 149/12 | 152/25 165/3 190/25 | 179/20 184/8 | 18/8 19/19 20/2 23/13 | 75/24 96/6 96/8 96/24 |
| 149/14 | 191/1 191/2 192/14 | tells [4] 93/4 94/20 | 29/16 30/25 37/5 42/3 | 99/19 104/20 113/14 |
| suggesting [1] 124/19 | 201/17 205/15 212/1 | 167/7 167/11 | 44/6 44/25 49/11 50/17 | 119/25 122/18 125/11 |
| suggestion [1] 109/24 | 212/6 | tender [1] 79/23 | 52/15 53/21 54/18 55/3 | 127/21 127/23 128/23 |
| Summerlin [2] 183/17 | taken [2] 35/9 192/13 | tenements [1] 150/18 | 55/21 56/12 57/1 57/4 | 130/4 130/11 130/14 |
| 183/18 | taking [3] 25/10 77/4 | term [3] 60/15 68/3 | 57/10 57/23 58/3 58/5 | 140/16 141/20 169/15 |
| sunglasses [2] 109/23 | 126/12 | 205/13 | 58/16 60/1 63/17 64/2 | 171/2 171/6 175/19 |
| 109/25 | talk [15] 49/2 63/3 80/3 | terminate [1] 136/13 | 65/9 66/1 66/13 66/15 | 180/22 190/14 190/25 |
| superior [5] 13/7 47/10 | 87/11 97/3 112/25 | terminated [1] 189/12 | 67/11 67/16 67/16 68/8 | 191/13 191/20 192/12 |
| 56/11 58/14 80/1 | 121/5 124/18 128/7 | terminology [1] 186/2 | 69/13 70/4 71/1 71/2 | 192/14 192/14 196/5 |
| superpriority [1] 79/24 | 145/13 163/21 189/3 | terms [13] 17/18 51/5 | 71/16 72/7 73/6 74/12 | 196/7 198/13 212/1 |
| supersede [2] 162/3 | 202/14 204/25 204/25 | 61/9 62/3 94/20 103/21 | 74/21 75/16 78/21 | 212/2 |
| 180/20 | talked [6] 62/7 95/22 | 163/3 168/13 178/13 | 78/24 79/21 80/22 | themselves [2] 3/10 |
| superseding [1] 169/6 | 97/25 172/19 193/6 | 187/6 191/10 198/11 | 81/21 81/25 81/25 | 188/3 |
| supervised [1] 155/25 | 211/25 | 206/23 | 83/17 85/19 87/12 | then [92] 10/10 11/4 |
| supplied [2] 6/16 | talking [13] 28/25 | terrible [1] 49/24 | 87/16 88/24 89/4 90/5 | 11/8 11/14 12/21 13/13 |
| 27/11 | 35/23 80/18 83/20 | testified [9] 18/17 | 91/8 91/17 92/7 92/15 | 16/3 16/19 27/23 28/18 |
| support [1] 15/21 | 88/23 97/4 97/5 97/5 | 46/11 81/3 95/21 97/17 | 92/22 94/4 97/6 97/13 | 33/1 38/16 38/18 43/23 |
| supporting [1] 92/12 | 98/15 123/20 165/4 | 146/1 154/2 186/24 | 97/15 98/22 102/18 | 51/11 54/21 56/5 56/7 |
| supports [2] 16/21 | 168/10 186/16 | 205/18 | 102/18 103/1 103/2 | 57/5 57/18 59/20 61/9 |
| 114/7 | talks [4] 61/10 135/7 | testify [9] 9/21 9/24 | 103/10 103/12 106/13 | 64/23 65/17 66/5 67/10 |
| supposed [2] 205/25 | 140/22 168/11 | 12/8 12/11 13/2 15/17 | 107/9 109/3 110/2 | 67/25 68/6 69/2 69/10 |
| 213/11 | tape [2] 75/17 75/17 | 97/14 201/14 211/21 | 110/10 115/10 116/18 | 70/6 71/17 78/9 79/21 |
| supposition [1] 178/5 | tardiness [1] 153/13 | testimony [14] 34/16 | 117/5 117/15 117/22 | 83/12 86/6 86/12 87/4 |
| Supreme [2] 17/2 | tax [28] 8/3 11/3 12/21 | 36/23 40/18 87/21 | 118/16 120/14 120/15 | 88/7 90/7 90/24 91/5 |
| 108/6 | 13/6 13/10 15/23 15/24 | 117/22 121/12 121/15 | 122/21 124/3 125/25 | 95/4 102/7 114/8 116/7 |
| sure [59] 4/5 8/17 13/2 | 21/22 37/21 38/8 38/10 | 126/15 143/15 143/17 | 126/15 128/16 129/14 | 117/2 122/24 127/3 |
| 32/2 38/20 43/16 45/7 | 38/14 81/18 92/12 | 162/10 165/23 178/8 | 129/23 129/23 129/24 | 127/9 129/14 131/11 |
| 50/8 52/17 55/24 69/13 | 96/20 105/18 114/23 | 201/24 | 129/24 131/8 132/13 | 132/15 133/9 135/10 |
| 72/16 73/25 82/2 83/21 | 125/21 126/2 143/4 | than [22] 44/7 71/22 | 132/23 132/25 133/9 | 135/14 135/17 135/24 |
| 84/5 84/7 85/24 86/16 | 146/24 149/24 150/7 | 100/19 107/16 111/23 | 133/10 133/25 133/25 | 136/6 141/9 144/12 |
| 86/16 87/13 88/23 | 151/2 151/4 151/7 | 117/5 117/6 136/17 | 136/8 137/6 137/25 | 144/15 146/5 153/1 |
| 89/15 91/18 96/22 | 151/8 204/5 | 149/10 153/14 173/13 | 139/20 141/16 143/5 | 159/8 161/10 161/15 |
| 96/25 97/2 97/13 | taxes [54] 7/24 8/6 | 177/21 178/10 178/12 | 144/1 149/22 149/24 | 162/5 165/3 173/18 |
| 104/16 106/7 109/8 | 11/4 37/5 37/8 37/12 | 178/12 178/13 180/14 | 159/3 159/18 160/1 | 174/16 175/25 178/2 |
| 116/9 122/11 125/7 | 37/19 38/1 38/2 38/3 | 180/16 183/13 185/24 | 163/2 164/9 164/13 | 184/4 184/7 185/12 |
| 130/18 131/1 131/19 | 38/9 38/16 38/19 39/3 | 210/14 212/20 | 166/25 168/1 168/23 | 188/14 189/10 193/11 |
| 131/22 132/1 132/4 | 39/6 39/8 62/7 62/22 | thank [80] 3/12 8/12 | 171/9 172/19 173/7 | 193/19 193/24 194/6 |
| 134/7 134/17 134/19 | 81/13 117/21 117/24 | 8/13 8/18 17/13 17/14 | 173/7 174/5 174/20 | 194/9 194/12 194/16 |
| 134/23 136/8 145/18 | 117/25 117/25 118/13 | 18/10 18/10 18/11 | 175/5 175/7 176/9 | 195/11 195/15 196/10 |
| 153/11 163/3 164/8 | 118/16 121/19 121/21 | 18/13 18/24 23/1 29/14 | 177/20 178/6 178/20 | 199/7 201/6 206/3 |
| 168/22 169/23 185/7 | 122/17 122/17 122/24 | 39/21 42/3 47/20 48/4 | 178/24 179/20 180/13 | 212/24 |
| 188/6 197/6 197/22 | 123/20 124/13 125/11 | 48/10 48/21 49/25 | 180/15 183/4 183/13 | Thence [1] 100/16 |
| 198/9 209/5 209/23 | 125/14 125/17 126/13 | 50/25 51/10 52/1 53/17 | 183/21 184/6 184/6 | theoretically [1] 85/11 |
| 214/3 | 126/16 128/3 128/10 | 59/1 59/4 61/18 66/9 | 184/14 185/10 185/19 | there [183] 4/7 5/4 6/18 |
| surface [1] 127/2 | 128/23 128/25 129/3 | 67/11 69/17 70/12 | 186/19 187/20 188/12 | 6/20 9/25 10/2 10/3 |
| surprised [1] 140/16 | 129/18 129/23 130/5 | 78/17 79/3 79/12 80/24 | 188/13 190/21 192/4 | 10/4 11/17 12/4 14/4 |
| surrounds [1] 9/6 | 134/13 137/1 138/1 | 90/7 98/8 100/22 | 192/4 193/3 193/24 | 14/11 14/19 16/6 16/10 |
| SUSAN [1] 1/11 | 141/8 141/10 143/3 | 100/25 110/4 113/22 | 194/17 194/20 195/12 | 16/17 19/10 22/2 22/4 |
| | 146/23 146/25 157/20 | 113/23 113/24 114/13 | 195/19 198/20 199/19 | 23/13 23/15 25/2 25/6 |

| | | | | |
|----------|--|--|--|---|
| T | 191/16 194/2 199/18 202/9 203/3 204/7 204/10 208/18 thereafter [3] 10/10 10/21 11/2 therefore [4] 91/19 150/17 196/4 196/20 therein [4] 32/4 32/9 32/22 172/25 thereon [5] 7/10 34/8 42/22 103/20 112/5 thereto [2] 177/21 194/10 thereunto [1] 150/23 these [47] 3/23 3/23 4/24 33/5 37/18 37/20 39/3 44/25 45/2 46/9 49/22 51/9 58/7 59/14 59/16 59/18 60/8 62/20 65/25 66/16 66/23 76/22 83/6 91/12 91/13 91/24 92/8 92/14 100/8 101/1 101/11 102/4 102/16 105/4 156/15 161/1 161/3 164/22 170/6 174/20 180/17 185/25 187/1 190/24 193/21 196/15 211/6 they [141] 4/22 5/3 12/1 12/3 12/5 12/12 12/24 12/25 13/2 13/3 13/17 13/18 22/17 24/24 34/7 38/20 43/25 44/1 50/20 55/19 56/22 56/24 57/6 57/10 58/1 62/21 63/9 63/10 63/14 64/7 64/16 64/16 66/12 66/14 66/17 66/18 67/10 67/18 70/13 72/5 72/10 72/13 72/16 72/17 73/3 73/3 73/4 73/4 74/5 74/6 76/2 77/5 81/12 85/4 87/2 87/2 90/7 90/8 91/15 91/19 91/19 91/20 92/1 92/2 92/3 92/4 92/12 92/13 92/13 93/3 96/8 96/9 96/19 96/21 96/25 97/13 103/19 104/24 105/7 108/4 114/6 116/24 132/1 132/2 132/7 132/13 132/14 141/5 141/9 148/7 148/9 155/12 155/13 155/14 157/22 161/5 162/13 163/19 166/10 166/11 168/9 168/24 168/25 169/3 170/8 171/6 171/11 171/15 171/15 176/5 177/10 178/15 178/16 180/23 181/5 181/7 182/1 183/12 183/24 184/12 184/13 186/3 187/22 189/1 190/17 193/22 199/15 201/13 203/23 205/3 205/24 206/1 206/2 206/9 208/13 208/23 208/25 208/25 | 210/7 210/10 212/22 They'll [1] 205/4 they're [17] 4/22 63/13 65/8 91/18 101/4 146/13 146/14 161/6 163/20 171/5 173/8 183/11 184/8 184/8 185/7 187/2 188/14 they've [4] 67/11 99/11 130/16 132/3 thing [8] 55/15 57/2 67/7 114/23 116/11 132/21 174/24 212/24 things [29] 18/3 49/2 53/1 55/22 58/7 58/7 72/23 75/21 76/7 81/17 84/6 86/18 88/21 92/7 94/9 94/16 98/3 103/11 105/8 115/9 121/6 131/17 141/17 141/17 141/17 141/19 179/1 180/6 187/2 think [36] 23/24 29/15 40/20 51/15 54/4 56/17 61/4 69/15 70/14 81/23 85/19 89/10 94/6 96/5 96/25 99/25 101/15 102/21 104/7 115/9 116/4 122/8 132/20 133/21 142/18 142/18 144/16 144/24 145/23 146/1 153/9 162/3 163/12 168/22 189/14 214/10 thinking [4] 94/11 107/8 114/16 184/5 third [1] 203/10 thirds [1] 174/18 thirteen [1] 136/2 thirty [1] 136/2 thirty-six [1] 136/2 this [452] those [31] 4/9 4/14 13/20 14/5 17/10 31/6 31/18 31/19 37/22 38/2 38/3 72/13 75/21 78/11 81/20 95/8 121/17 122/24 124/18 133/12 141/19 149/9 155/20 158/8 168/4 168/16 179/10 186/19 193/22 195/3 199/1 though [10] 59/14 65/5 67/7 96/2 104/2 124/19 129/13 145/15 172/16 190/7 thought [20] 3/22 44/6 90/14 91/11 91/12 101/24 106/9 110/1 128/24 144/10 153/14 163/2 165/19 184/6 184/6 186/16 193/9 201/1 201/3 214/2 thousand [1] 136/1 three [16] 11/17 17/19 17/22 19/19 31/14 42/5 42/5 82/17 98/13 98/24 99/11 99/18 100/1 100/2 124/15 187/1 | through [43] 4/11 22/6 22/21 28/11 28/13 31/14 32/1 36/6 44/16 53/24 54/19 55/6 57/25 62/1 62/23 70/22 73/22 75/17 75/18 76/2 76/8 79/15 90/21 92/6 102/5 107/12 107/13 124/16 138/5 139/8 141/18 163/20 166/18 166/19 167/1 167/5 188/8 189/7 197/22 198/13 199/1 202/22 214/6 throughout [1] 102/23 Thursday [1] 214/8 tie [2] 91/5 179/4 tied [1] 180/21 till [3] 144/11 144/12 144/15 time [99] 3/25 10/18 11/20 12/10 12/14 12/17 13/3 16/1 16/12 16/17 19/11 23/13 24/14 24/23 25/1 25/4 25/6 26/3 28/20 30/11 34/8 41/24 47/20 47/25 52/14 55/17 56/5 56/15 57/18 57/19 58/11 59/22 59/22 60/6 60/15 60/19 60/23 62/15 63/23 65/3 66/15 66/17 67/15 67/22 69/25 72/14 75/6 76/5 76/19 77/7 77/10 77/12 79/17 80/1 83/1 84/24 85/24 87/14 87/21 92/14 92/20 103/20 105/4 107/14 111/13 119/24 121/9 121/23 121/24 122/11 123/1 123/2 123/5 129/17 129/18 129/24 130/3 133/15 134/6 134/23 138/11 138/25 145/9 145/11 150/3 157/20 165/4 167/8 177/1 177/3 180/9 184/21 184/21 191/2 200/5 204/22 213/21 213/24 214/15 timeline [1] 10/6 times [7] 62/16 74/17 83/6 104/18 121/17 172/9 178/16 title [121] 9/3 9/5 9/19 9/20 13/2 13/5 13/12 35/13 35/15 42/16 42/19 44/19 49/3 49/6 73/5 84/4 84/5 84/7 121/6 125/1 125/2 125/2 130/9 134/4 134/5 134/14 134/17 136/17 136/25 137/3 138/6 139/3 139/9 150/3 151/20 151/21 151/23 152/1 154/14 154/15 154/15 154/20 155/2 155/3 155/5 155/10 155/11 155/17 155/21 155/24 155/25 | 156/1 156/6 156/7 156/18 156/25 157/2 157/10 157/11 157/16 157/17 157/18 157/21 157/22 158/13 159/19 160/4 160/14 161/7 161/19 163/20 163/21 165/11 165/16 166/9 167/4 167/10 167/18 168/5 170/10 170/11 179/11 182/15 182/18 187/3 187/5 187/7 187/12 189/10 190/13 194/20 195/7 196/2 196/7 196/7 196/11 196/14 196/18 196/19 196/20 197/1 197/10 197/11 199/5 199/9 199/14 199/16 199/21 200/1 200/2 200/11 200/13 200/24 200/25 201/9 201/10 202/22 204/21 204/21 205/3 209/21 titleholder [2] 130/7 130/8 today [28] 9/2 9/10 13/16 14/25 17/19 17/22 17/24 23/22 34/16 60/3 68/24 87/7 94/2 95/21 114/3 115/9 121/7 122/11 135/22 144/1 144/1 155/18 162/10 162/11 172/4 172/7 188/23 201/24 toes [1] 122/14 together [4] 150/18 170/14 180/22 206/22 told [8] 86/12 86/19 94/9 101/14 133/21 139/1 163/16 178/6 tomorrow [7] 17/24 17/25 145/8 145/12 211/24 211/24 212/25 too [6] 29/6 65/24 65/24 122/9 133/11 190/20 took [5] 7/18 13/8 15/4 46/19 145/24 top [17] 22/13 24/17 30/17 30/18 44/11 70/19 70/23 81/20 81/23 100/7 100/10 101/2 101/9 102/16 122/14 133/24 159/7 total [2] 56/19 117/4 touch [1] 141/17 track [6] 96/18 96/19 96/22 97/11 97/15 124/25 tracking [3] 81/14 96/20 96/21 tract [1] 72/11 traditionally [3] 76/13 129/4 129/8 TRAN [1] 1/1 transcribed [2] 1/25 214/20 Transcriber [1] 214/24 |
|----------|--|--|--|---|

| | | | | |
|---|---|--|---|---|
| <p>T</p> <p>TRANSCRIPT [1] 1/8</p> <p>transfer [9] 13/5</p> <p>136/12 150/17 152/14</p> <p>196/7 197/11 205/19</p> <p>209/16 209/24</p> <p>transferred [6] 13/2</p> <p>155/13 204/21 204/23</p> <p>204/23 207/18</p> <p>transferring [1] 136/18</p> <p>transfers [1] 120/9</p> <p>transmitted [1] 87/5</p> <p>transplant [1] 212/19</p> <p>treasurer [20] 7/23 8/2</p> <p>8/6 8/9 11/3 12/21</p> <p>27/21 39/23 78/7</p> <p>105/17 105/18 126/25</p> <p>127/17 127/20 130/17</p> <p>141/8 149/2 149/6</p> <p>151/11 151/12</p> <p>treasurer's [5] 8/10</p> <p>127/11 130/20 130/23</p> <p>198/14</p> <p>trial [9] 1/12 4/1 4/3</p> <p>33/3 51/7 105/5 137/13</p> <p>140/6 212/10</p> <p>tried [3] 12/2 12/6</p> <p>199/24</p> <p>trip [1] 172/14</p> <p>tripped [1] 67/8</p> <p>trouble [2] 12/1 12/3</p> <p>true [5] 68/4 68/22</p> <p>101/3 203/16 208/19</p> <p>truly [1] 214/19</p> <p>trump [1] 35/21</p> <p>trust [78] 5/13 5/14</p> <p>5/16 5/18 6/2 6/3 7/3</p> <p>7/16 9/8 9/13 9/21 11/1</p> <p>11/8 11/11 12/13 12/16</p> <p>14/23 15/5 15/13 17/3</p> <p>17/9 17/12 20/11 22/16</p> <p>22/20 23/7 23/8 25/3</p> <p>25/8 26/4 27/17 35/8</p> <p>35/14 35/17 44/10</p> <p>56/12 70/7 70/13 70/18</p> <p>73/4 74/20 76/6 79/18</p> <p>81/5 93/10 98/1 98/11</p> <p>100/1 100/3 131/17</p> <p>135/10 146/20 151/2</p> <p>152/6 158/14 159/3</p> <p>159/9 159/18 159/23</p> <p>160/1 160/6 160/9</p> <p>160/9 164/24 191/6</p> <p>191/15 194/2 195/9</p> <p>195/23 197/21 198/5</p> <p>198/7 198/8 198/10</p> <p>198/17 198/23 199/17</p> <p>202/1</p> <p>trustee [18] 8/3 12/19</p> <p>27/21 38/14 125/21</p> <p>126/24 130/16 149/3</p> <p>149/6 151/4 151/7</p> <p>151/8 152/5 158/18</p> <p>190/13 190/14 191/9</p> <p>195/22</p> <p>trustee's [12] 12/21</p> <p>38/8 38/10 126/3 127/9</p> <p>143/4 149/24 150/7</p> | <p>190/12 195/25 198/2</p> <p>198/10</p> <p>trustees [1] 47/15</p> <p>trustor [2] 158/16</p> <p>159/24</p> <p>trusts [1] 158/11</p> <p>truth [4] 58/21 79/21</p> <p>87/16 97/14</p> <p>Truthfully [1] 102/21</p> <p>try [8] 49/24 62/23</p> <p>62/24 79/25 86/18</p> <p>115/23 150/21 186/7</p> <p>trying [31] 54/13 54/14</p> <p>58/6 63/17 65/3 65/4</p> <p>69/13 81/6 85/23 88/21</p> <p>91/20 91/25 92/22 95/8</p> <p>109/10 111/14 116/9</p> <p>119/23 120/1 120/2</p> <p>124/8 124/25 132/20</p> <p>133/19 138/14 163/2</p> <p>164/2 172/14 178/9</p> <p>178/10 214/5</p> <p>turn [28] 20/13 21/7</p> <p>22/8 23/4 23/12 23/12</p> <p>24/7 25/14 27/23 33/1</p> <p>33/14 34/21 42/8 44/23</p> <p>53/18 58/19 144/21</p> <p>156/12 156/12 157/25</p> <p>158/3 159/1 159/14</p> <p>159/15 161/10 161/15</p> <p>206/13 207/10</p> <p>turned [4] 142/16</p> <p>142/17 171/16 171/18</p> <p>turning [8] 26/11 39/11</p> <p>45/13 160/17 161/9</p> <p>206/12 208/3 208/3</p> <p>two [50] 3/22 9/25</p> <p>10/15 11/5 11/6 11/16</p> <p>12/7 12/20 15/2 17/19</p> <p>17/20 17/24 52/14 57/5</p> <p>64/22 87/4 98/20 99/10</p> <p>109/16 110/14 111/3</p> <p>111/4 111/5 111/7</p> <p>114/5 124/15 161/3</p> <p>162/12 162/13 168/19</p> <p>168/23 168/24 168/25</p> <p>169/4 169/10 169/11</p> <p>169/13 174/18 178/5</p> <p>178/10 178/10 179/14</p> <p>180/22 187/13 187/13</p> <p>207/1 207/1 207/21</p> <p>211/25 214/2</p> <p>type [5] 14/21 107/17</p> <p>113/19 157/15 167/7</p> <p>typed [2] 157/8 166/17</p> <p>types [1] 75/21</p> <p>typical [4] 170/23</p> <p>171/3 171/14 173/7</p> <p>typically [7] 117/4</p> <p>157/15 168/4 169/14</p> <p>171/8 186/3 203/22</p> <p>U</p> <p>U.C.C [2] 194/2 198/16</p> <p>U.S [2] 61/2 127/1</p> <p>Uh [3] 90/1 171/25</p> <p>195/4</p> <p>Uh-huh [3] 90/1 171/25</p> <p>195/4</p> | <p>ultimately [1] 60/10</p> <p>unambiguous [1]</p> <p>187/20</p> <p>unavailable [1] 71/16</p> <p>uncertain [1] 94/20</p> <p>uncommon [3] 179/20</p> <p>180/13 185/19</p> <p>under [47] 15/23 17/3</p> <p>21/15 29/19 30/2 45/12</p> <p>46/9 52/4 53/25 54/17</p> <p>54/17 54/18 57/24 61/4</p> <p>62/3 62/8 62/9 62/10</p> <p>63/7 64/11 64/12 65/17</p> <p>67/9 73/8 94/24 105/25</p> <p>110/9 111/23 112/1</p> <p>114/6 125/15 128/4</p> <p>129/9 130/23 134/10</p> <p>165/1 174/3 183/5</p> <p>185/16 185/23 192/5</p> <p>193/18 193/21 199/24</p> <p>200/15 208/7 208/14</p> <p>understand [47] 17/5</p> <p>17/24 42/4 50/6 52/3</p> <p>54/6 55/13 56/8 56/18</p> <p>64/8 65/6 80/19 86/14</p> <p>86/15 87/7 93/14 95/5</p> <p>95/8 95/9 97/7 103/21</p> <p>104/4 104/5 109/4</p> <p>113/17 114/12 115/18</p> <p>120/8 124/7 136/21</p> <p>139/6 139/7 160/14</p> <p>165/5 167/16 167/21</p> <p>172/16 178/9 178/10</p> <p>181/25 188/4 195/3</p> <p>197/19 199/12 199/12</p> <p>211/8 213/20</p> <p>understanding [11]</p> <p>47/21 51/21 55/1 58/15</p> <p>60/16 103/5 104/17</p> <p>131/17 131/23 139/20</p> <p>199/4</p> <p>understands [3] 69/14</p> <p>106/4 207/4</p> <p>understood [2] 55/16</p> <p>95/7</p> <p>underwriter [2] 9/19</p> <p>154/17</p> <p>underwriting [5] 50/6</p> <p>50/7 50/9 84/6 163/1</p> <p>undisputedly [1]</p> <p>114/11</p> <p>unfairness [2] 16/23</p> <p>17/7</p> <p>unfortunate [2] 138/5</p> <p>139/8</p> <p>Unfortunately [1] 3/22</p> <p>uniform [3] 45/9 110/8</p> <p>185/14</p> <p>unintelligible [14] 6/15</p> <p>17/20 99/12 110/23</p> <p>123/17 141/8 142/20</p> <p>143/14 149/20 159/13</p> <p>164/3 184/22 202/10</p> <p>212/6</p> <p>unit [2] 165/10 182/16</p> <p>UNITED [25] 1/8 1/18</p> <p>3/8 3/17 7/19 7/21 9/4</p> <p>11/18 11/20 11/23 12/1</p> <p>12/2 12/6 12/7 12/17</p> | <p>12/24 13/11 13/13 15/3</p> <p>17/8 41/25 64/13</p> <p>130/10 136/11 199/8</p> <p>unless [6] 47/10 60/23</p> <p>168/8 183/12 187/9</p> <p>201/9</p> <p>unmodified [1] 32/22</p> <p>unpaid [3] 29/25 34/3</p> <p>103/15</p> <p>unreasonableness [2]</p> <p>16/22 16/25</p> <p>unremarkably [1]</p> <p>142/21</p> <p>unsecured [1] 42/18</p> <p>until [15] 13/12 45/24</p> <p>53/10 58/15 59/15</p> <p>63/10 66/12 67/21</p> <p>102/12 113/3 115/13</p> <p>165/14 205/4 211/24</p> <p>213/4</p> <p>up [48] 12/10 13/12</p> <p>19/25 22/13 24/17 25/1</p> <p>25/25 29/9 30/18 48/15</p> <p>49/12 50/9 54/22 57/13</p> <p>58/15 64/14 64/24 67/8</p> <p>67/21 67/22 68/4 69/2</p> <p>70/19 70/23 73/25</p> <p>76/11 78/9 79/6 92/22</p> <p>96/23 98/2 101/2 101/8</p> <p>112/11 113/1 113/24</p> <p>119/16 122/11 128/19</p> <p>133/23 148/16 153/7</p> <p>170/7 172/14 177/15</p> <p>181/17 202/7 206/3</p> <p>update [3] 111/7</p> <p>131/17 161/22</p> <p>updates [2] 7/14 43/3</p> <p>upon [60] 6/16 27/11</p> <p>34/7 35/16 47/8 53/8</p> <p>53/9 53/18 66/16 66/21</p> <p>67/1 67/21 68/6 68/14</p> <p>68/21 69/7 69/9 69/23</p> <p>80/18 81/2 81/4 84/24</p> <p>85/3 86/12 92/12 92/14</p> <p>94/5 94/7 94/7 95/1</p> <p>95/23 102/7 103/19</p> <p>104/20 105/25 108/5</p> <p>110/24 112/7 112/14</p> <p>115/19 117/18 118/7</p> <p>123/3 130/18 132/18</p> <p>132/19 134/9 138/7</p> <p>140/17 158/20 161/1</p> <p>161/3 161/21 162/5</p> <p>171/3 179/12 184/20</p> <p>186/24 207/17 209/20</p> <p>upper [3] 23/24 84/10</p> <p>98/15</p> <p>us [26] 56/24 65/17</p> <p>75/20 76/2 77/9 81/7</p> <p>81/13 87/7 94/8 94/9</p> <p>98/23 99/1 120/24</p> <p>121/5 135/21 139/1</p> <p>141/20 146/14 178/6</p> <p>179/14 179/20 183/12</p> <p>187/24 196/18 213/21</p> <p>213/24</p> <p>use [10] 3/22 21/16</p> <p>22/18 80/21 96/20</p> <p>97/13 129/12 186/2</p> | <p>192/3 192/4</p> <p>used [9] 44/1 76/4 76/5</p> <p>94/16 96/25 110/25</p> <p>147/24 201/18 207/17</p> <p>uses [1] 97/15</p> <p>using [4] 21/19 57/24</p> <p>107/15 131/9</p> <p>Utah [3] 8/23 8/24</p> <p>131/6</p> <p>V</p> <p>valid [4] 16/21 34/5</p> <p>103/17 121/2</p> <p>value [6] 11/22 35/10</p> <p>47/8 47/22 47/24 57/19</p> <p>values [1] 75/19</p> <p>variables [1] 65/7</p> <p>various [6] 8/25 64/6</p> <p>65/17 97/18 150/3</p> <p>179/4</p> <p>VEGAS [24] 1/8 1/18</p> <p>3/1 3/8 3/17 7/19 7/21</p> <p>9/4 11/18 11/20 11/23</p> <p>12/1 12/2 12/6 12/6</p> <p>12/17 12/24 13/11</p> <p>13/13 15/3 17/8 130/9</p> <p>136/11 199/8</p> <p>verify [3] 76/5 121/1</p> <p>214/5</p> <p>vernacular [1] 104/14</p> <p>version [3] 94/25</p> <p>171/20 172/1</p> <p>versus [3] 3/8 108/1</p> <p>108/19</p> <p>very [20] 10/6 44/3</p> <p>45/3 49/22 50/9 51/23</p> <p>94/13 105/8 110/16</p> <p>113/18 113/25 113/25</p> <p>114/9 114/13 153/3</p> <p>166/22 193/19 204/16</p> <p>212/18 213/8</p> <p>vested [4] 152/1 152/4</p> <p>199/2 204/21</p> <p>vestee [1] 136/13</p> <p>vesting [4] 141/14</p> <p>196/2 197/20 199/2</p> <p>vice [6] 9/11 9/18 19/5</p> <p>19/17 49/3 49/6</p> <p>video [1] 214/20</p> <p>view [3] 65/13 187/13</p> <p>200/11</p> <p>violation [7] 16/17 35/3</p> <p>35/10 46/3 47/4 113/7</p> <p>210/14</p> <p>void [1] 189/9</p> <p>voided [1] 187/15</p> <p>W</p> <p>wait [5] 54/9 83/11</p> <p>83/11 83/11 211/24</p> <p>waiting [1] 93/19</p> <p>waive [1] 21/20</p> <p>walk [1] 167/1</p> <p>walked [1] 192/16</p> <p>want [56] 41/3 46/21</p> <p>48/9 48/17 52/20 56/8</p> <p>58/20 63/3 64/6 65/9</p> <p>65/16 65/25 76/5 78/20</p> <p>79/8 79/14 80/12 82/14</p> |
|---|---|--|---|---|

| | | | | |
|--|---|---|--|--|
| W | 209/17 210/8 210/10 | 201/1 201/3 201/21 | wherein [3] 4/17 5/9 130/3 | 197/5 199/14 199/14 199/15 205/16 |
| want... [38] 83/20 | WEDNESDAY [2] 1/13 214/8 | 206/7 208/12 208/25 212/9 213/11 | whether [14] 15/15 29/22 62/6 74/2 82/3 113/18 159/2 162/11 168/19 178/11 179/7 181/22 182/4 188/21 | will [59] 7/9 9/21 10/3 12/11 13/2 13/4 14/13 14/24 15/15 15/17 15/21 16/9 16/14 16/21 17/10 18/18 21/14 29/10 33/14 35/2 41/23 42/10 42/12 42/14 57/11 63/7 65/16 67/18 71/21 73/2 76/25 80/7 83/3 92/3 95/19 108/12 111/9 111/11 118/20 120/16 128/1 131/24 141/20 144/17 147/23 149/8 154/3 157/22 164/2 168/8 171/4 171/6 175/14 181/9 191/25 205/24 206/1 206/4 209/25 |
| 85/24 86/3 88/22 88/22 89/8 97/14 98/1 106/22 113/25 114/8 114/17 118/3 121/23 122/10 128/17 129/16 133/21 134/8 143/9 143/14 143/16 147/8 148/14 153/15 164/5 164/10 172/10 184/1 185/7 188/9 189/23 202/4 202/14 210/22 211/9 211/23 211/23 | week [1] 176/25 | weren't [2] 16/5 56/22 | which [81] 6/16 7/6 8/3 11/21 14/12 14/17 14/20 15/6 15/19 16/2 16/4 16/8 16/24 17/25 27/10 34/6 43/14 43/18 44/9 44/9 46/13 58/15 58/17 58/19 61/12 68/12 71/16 71/18 71/18 71/24 73/23 81/18 82/4 84/20 85/13 85/15 88/20 88/23 94/1 95/7 98/6 99/17 100/24 103/18 104/10 105/24 108/14 109/2 110/18 111/15 112/3 114/7 119/25 132/25 134/20 136/3 136/12 137/15 138/12 140/17 142/24 155/6 155/6 163/3 166/14 167/4 167/18 174/9 176/16 177/20 180/5 180/5 183/8 184/9 190/23 193/1 197/16 197/16 203/19 205/24 206/23 | willing [3] 196/19 196/23 199/15 |
| wanted [7] 4/5 38/3 38/15 38/20 73/25 113/17 116/2 | weeks [3] 42/5 42/6 206/9 | what [242] | while [2] 132/14 192/11 | wipe [1] 197/22 |
| wants [2] 54/23 191/15 | weird [1] 99/10 | what's [10] 24/16 36/7 57/8 75/13 104/17 130/19 167/2 202/16 206/5 209/25 | white [1] 70/21 | wiped [5] 139/4 197/21 198/3 198/13 199/1 |
| warranty [1] 41/2 | well [92] 9/4 26/10 36/9 44/16 49/14 49/22 50/11 50/21 52/19 62/1 62/11 63/17 63/21 64/9 65/25 68/21 73/23 74/10 81/9 81/11 81/12 81/14 86/1 87/11 90/9 91/11 92/5 92/11 92/18 94/13 95/11 98/22 99/18 100/14 101/14 104/3 106/15 106/25 107/1 107/2 107/2 107/7 113/17 115/23 115/25 118/5 122/18 125/9 126/19 128/1 128/7 128/16 129/13 132/22 144/2 144/8 145/7 145/13 147/8 149/21 151/7 153/10 156/12 159/23 163/2 163/7 163/22 163/24 165/3 166/13 182/21 182/22 186/7 187/5 187/17 190/20 191/14 192/20 193/11 194/10 197/15 198/21 200/18 201/1 201/6 201/13 201/15 202/7 203/8 211/9 211/25 213/6 | whatever [11] 54/23 70/15 99/15 119/23 124/20 176/2 198/21 203/23 212/6 212/7 213/1 | whited [1] 99/16 | wipes [1] 17/2 |
| was [365] | went [16] 3/24 15/17 60/24 73/22 75/17 75/18 76/8 86/18 87/19 99/16 100/7 124/16 149/15 153/13 188/8 212/17 | whatever's [1] 183/14 | who [31] 20/18 27/19 39/25 86/12 86/19 120/10 126/8 130/7 137/8 148/19 149/2 150/3 151/4 151/8 152/4 152/17 157/18 159/11 162/15 165/9 167/22 167/22 167/23 167/25 167/25 169/15 177/4 177/7 182/10 190/14 210/11 | wire [3] 39/2 39/3 127/7 |
| wasn't [17] 13/12 38/3 38/4 38/21 53/9 56/21 56/22 58/15 60/16 73/18 74/4 81/14 102/12 108/23 113/15 151/3 201/15 | were [97] 3/19 9/25 10/1 11/17 11/17 12/1 12/3 15/8 15/8 15/16 19/14 25/11 25/16 26/5 26/5 26/9 33/5 35/21 37/25 38/20 44/6 44/20 44/25 45/2 48/2 58/14 60/7 60/14 66/17 72/13 75/2 75/6 75/7 77/24 80/18 81/8 83/10 90/11 91/13 91/15 91/20 92/13 92/19 94/13 94/15 97/17 101/1 101/1 101/11 102/4 102/20 117/15 120/22 120/22 120/23 128/25 129/18 129/21 130/4 131/9 135/17 137/12 142/23 144/10 144/22 146/23 154/23 154/25 155/3 155/20 155/23 157/11 161/13 162/6 162/7 168/15 168/18 168/19 168/23 177/10 178/15 178/16 180/23 181/5 182/14 186/16 189/7 197/18 199/5 | whatsoever [1] 107/19 | who's [6] 36/10 148/22 155/12 158/16 180/10 211/11 | wired [2] 126/13 126/16 |
| way [29] 3/19 7/16 13/5 65/4 65/13 65/19 66/13 66/14 68/8 79/15 94/8 95/14 97/14 97/23 101/20 102/14 109/24 111/14 121/8 129/12 131/20 132/11 139/16 161/6 195/19 195/23 196/22 211/1 213/4 | was [365] | when [100] 10/7 13/5 21/13 21/13 23/13 25/10 26/6 30/1 31/19 35/23 38/13 39/4 40/1 44/21 46/16 46/24 50/5 58/8 58/12 60/11 61/20 62/2 63/6 63/9 66/11 67/8 67/12 67/15 67/16 67/22 72/10 73/1 73/6 73/7 73/15 75/2 75/6 75/8 75/10 76/11 82/12 82/15 85/10 89/16 91/20 92/13 94/19 96/14 96/23 97/3 97/4 97/14 97/17 101/21 104/6 107/12 117/10 121/14 121/19 122/24 123/2 123/20 123/21 126/3 128/10 130/10 130/25 131/1 137/12 140/5 146/17 147/10 150/9 155/9 155/11 155/12 155/13 156/20 156/21 157/22 157/24 166/10 166/19 169/5 170/9 176/20 176/24 177/6 178/17 178/20 180/19 187/22 191/9 192/2 194/5 199/17 202/18 204/4 204/5 205/25 | whoever [2] 180/9 199/2 | withdrawal [2] 32/14 174/24 |
| ways [3] 37/3 62/5 113/16 | we [321] | whenever [1] 66/18 | whole [3] 110/25 202/9 207/18 | withdrawing [2] 173/21 175/2 |
| we'd [3] 47/23 153/23 198/12 | we'll [14] 29/9 49/24 69/11 106/19 114/23 116/14 123/9 125/9 139/10 145/13 152/25 153/1 213/4 213/6 | where [61] 19/13 21/8 27/14 28/12 42/11 44/6 50/17 54/8 64/7 64/23 65/9 67/7 73/1 78/17 86/18 86/25 87/1 87/20 92/15 95/5 99/5 99/16 100/16 107/15 108/1 117/15 119/22 125/2 128/16 129/9 131/8 131/10 131/23 131/24 132/1 132/2 132/3 142/14 146/8 146/25 148/11 151/24 152/1 154/12 157/25 164/13 166/22 178/11 184/7 186/8 186/15 187/4 190/17 191/21 193/11 204/23 211/10 211/20 211/21 212/15 212/17 | whom [2] 39/23 176/22 | withdrawn [1] 176/11 |
| we're [42] 11/9 23/23 49/14 54/8 55/24 58/5 60/6 61/1 65/21 65/24 68/24 71/7 71/7 78/19 83/20 92/6 96/1 97/4 99/24 112/25 114/2 118/3 119/22 131/8 144/4 144/8 144/8 155/11 167/17 167/22 174/15 182/13 185/6 185/8 185/9 185/9 188/11 197/22 205/5 210/25 211/13 212/3 | we've [12] 44/4 60/3 94/7 95/22 102/5 115/8 115/19 123/20 142/1 192/13 193/6 212/1 | where's [2] 109/13 209/24 | whose [1] 83/7 | within [8] 56/3 62/20 100/10 125/2 184/21 185/2 187/23 206/8 |
| wearing [1] 109/25 | website [10] 132/2 169/12 191/2 205/3 206/2 206/8 209/16 | | why [39] 24/22 28/20 37/25 38/18 57/4 58/5 66/13 70/13 75/11 79/1 80/14 92/17 101/18 103/12 107/10 108/16 113/2 114/14 118/15 118/23 125/6 152/24 153/6 157/13 157/14 163/2 163/11 163/13 163/25 164/5 166/2 188/5 194/21 195/17 | without [8] 3/23 42/14 42/20 68/20 184/4 193/12 203/10 213/18 |
| | | | | witness [24] 18/12 18/16 48/15 51/18 52/11 79/6 89/12 92/1 107/8 114/15 114/17 116/15 143/25 153/2 153/6 153/22 154/1 189/20 200/25 201/14 201/18 210/23 212/9 213/14 |
| | | | | witnesses [6] 2/4 17/19 17/22 17/25 163/9 212/1 |
| | | | | woman [1] 89/20 |
| | | | | won't [1] 69/11 |
| | | | | wonder [1] 163/3 |
| | | | | wondering [1] 54/7 |
| | | | | word [2] 100/15 104/5 |
| | | | | wording [2] 136/9 136/17 |
| | | | | words [6] 53/17 63/11 75/22 84/8 95/8 133/20 |
| | | | | work [18] 50/3 50/5 60/9 60/21 62/23 83/9 83/12 83/15 84/2 86/21 86/22 130/3 140/15 154/13 164/22 185/21 199/15 201/10 |
| | | | | worked [7] 19/10 19/11 |

| | | | | |
|--|--|--|--|--|
| <p>W</p> <p>worked... [5] 60/22 62/16 154/18 154/20 201/9</p> <p>working [1] 96/1</p> <p>works [2] 126/10 165/13</p> <p>world [1] 129/13</p> <p>worries [1] 124/9</p> <p>worry [1] 83/19</p> <p>worth [3] 11/21 58/1 212/10</p> <p>would [158] 3/10 4/8 4/9 10/24 14/16 14/21 14/22 17/23 18/4 21/10 22/8 23/13 24/7 35/1 43/13 45/5 45/19 51/18 56/24 57/15 57/16 58/1 58/22 58/25 61/1 62/8 62/8 62/10 62/13 65/16 66/12 68/8 68/23 68/25 69/1 69/5 70/6 74/21 75/4 75/11 76/13 76/14 77/18 78/14 79/22 84/12 84/15 84/25 85/8 85/11 86/24 86/25 87/2 87/3 87/5 87/19 90/24 95/5 96/9 96/12 96/25 103/7 106/17 106/24 107/25 108/8 108/18 113/19 114/8 114/22 117/7 118/15 118/19 122/24 129/1 130/22 131/13 132/1 132/22 133/14 133/22 133/23 134/25 135/3 137/5 141/20 141/21 142/19 144/15 149/12 149/14 152/20 157/25 158/24 160/8 162/3 163/17 164/25 169/10 169/20 172/9 177/10 180/5 180/5 181/4 182/16 183/13 183/15 183/20 186/3 187/4 187/7 189/2 189/3 189/6 189/9 189/18 190/24 195/6 195/8 195/23 196/2 197/11 197/12 197/13 197/13 197/20 197/21 198/2 198/4 198/10 198/11 198/15 198/16 198/18 198/21 198/25 199/2 199/8 199/11 203/19 204/13 204/14 204/20 205/6 205/6 205/10 207/5 207/6 207/20 207/20 207/24 207/24 208/1 208/2 208/13 212/24 213/17</p> <p>would've [8] 75/5 82/14 85/12 142/18 198/13 199/20 199/22 199/23</p> <p>wouldn't [10] 101/15 114/2 128/4 130/2 140/15 142/6 172/7</p> | <p>187/3 199/22 205/19</p> <p>wrap [4] 19/25 50/9 67/21 69/2</p> <p>writing [2] 4/19 156/6</p> <p>written [8] 99/17 126/24 167/9 195/19 196/18 197/15 202/25 203/2</p> <p>wrong [8] 72/8 86/18 123/7 158/24 175/23 206/5 206/6 206/6</p> <p>wrote [3] 138/17 138/17 138/18</p> <hr/> <p>X</p> <p>XIII [1] 47/1</p> <p>XXII [1] 1/6</p> <hr/> <p>Y</p> <p>yeah [77] 20/8 28/10 28/15 30/16 32/18 38/8 40/12 40/21 41/6 41/18 42/13 43/15 43/22 44/16 44/22 50/3 57/23 61/11 68/25 69/11 69/12 70/4 70/12 71/2 71/3 74/17 75/24 76/2 76/8 78/2 78/8 80/4 80/14 81/20 82/9 84/17 88/14 93/15 93/15 93/25 94/9 95/22 100/18 101/3 101/10 101/24 107/5 109/22 116/21 117/10 117/15 123/15 126/7 127/11 127/12 128/20 130/13 133/17 134/25 135/2 135/3 140/21 143/4 145/16 148/15 148/20 149/22 150/4 150/10 151/25 186/14 192/21 197/25 198/9 205/9 209/2 214/8</p> <p>year [1] 85/7</p> <p>years [17] 11/5 11/6 11/16 12/7 12/20 19/10 19/19 82/17 96/2 141/23 154/19 154/23 155/8 155/22 156/4 173/13 179/21</p> <p>Yep [1] 126/1</p> <p>yes [289]</p> <p>yet [4] 68/21 82/25 113/15 172/4</p> <p>you [880]</p> <p>you'd [4] 76/5 115/18 133/1 138/11</p> <p>you'll [29] 11/2 11/16 11/19 11/23 12/8 12/10 12/23 13/6 15/14 21/7 23/4 23/12 32/11 33/1 34/21 36/19 42/8 43/18 44/23 74/7 78/6 89/14 90/8 98/10 99/4 99/25 104/10 135/6 153/1</p> <p>you're [60] 9/10 9/17 13/22 14/19 28/25 31/13 43/17 46/24 49/11 49/15 50/8 50/21</p> | <p>51/24 52/10 54/14 56/17 58/6 58/17 59/8 60/20 64/5 65/5 65/8 65/13 71/9 71/11 71/13 76/11 80/20 81/2 88/23 95/7 95/9 97/4 97/5 98/15 99/5 99/5 104/4 115/16 120/3 121/6 121/17 123/13 124/9 127/24 132/15 135/10 144/11 163/25 182/3 191/9 192/20 196/6 197/24 202/13 202/15 203/11 210/12 210/13</p> <p>you've [21] 9/7 48/17 68/4 68/5 68/5 68/14 79/8 81/3 88/13 88/18 95/20 113/21 114/18 153/16 164/21 178/6 178/11 179/19 185/7 186/24 187/6</p> <p>your [250]</p> <hr/> <p>Z</p> <p>Z-e-r-n [1] 18/21</p> <p>Zern [14] 3/14 9/11 12/8 12/11 18/13 18/15 18/20 19/3 20/12 31/17 47/20 48/24 64/5 144/21</p> <p>zero [1] 136/1</p> <p>Zi [1] 152/5</p> <p>zoning [1] 206/6</p> | | |
|--|--|--|--|--|