

IN THE SUPREME COURT OF THE STATE OF NEVADA

J.E. JOHNS & ASSOCIATES, a Nevada
business entity; and A.J. JOHNSON, an
individual,

Appellants/Cross-Respondents,

vs.

JOHN LINDBERG, an individual; MICHAEL
LINDBERG, an individual; and JUDITH L.
LINDBERG, an individual,

Respondents/Cross-Appellants.

No. 78086

Electronically Filed
District Court Case No. CV15-00281
Aug 08 2019 11:00 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Appeal from the Second Judicial District Court
of the State of Nevada In and For Washoe County

The Honorable Jerome Polaha, District Judge Presiding

RESPONDENTS'/CROSS-APPELLANTS' APPENDIX – VOLUME III

Attorney for Respondents/Cross-Appellants John Lindberg,
Michal Lindberg, and Judith L. Lindberg
John D. Moore, SBN 8581
Moore Law Group, PC
3715 Lakeside Drive, Suite A
Reno, NV 89509
Tele: (775) 336-1600
Fax: (775) 336-1601

RESPONDENTS'/CROSS-APPELLANTS' APPENDIX¹

DOCUMENT TITLE	DATE	VOLUME	RA BEGIN	RA END
Answer to Second Amended Complaint	1/10/18	1	RA 0015	RA 0020
Default	3/1/18	1	RA 0195	RA 0196
Defendants' Motion in Limine No. 3	2/13/18	1	RA 0037	RA 0059
Defendants' Opposition to Plaintiffs' Motion in Limine No. 2	2/22/18	1	RA 0063	RA 0070
Motion to Substitute Party	4/15/16	1	RA 0001	RA 0005
Notice of Intent to Take Default	2/14/18	1	RA 0060	RA 0062
Opposition to Motion ² to Amend or Alter Judgment Pursuant to NRCP 59(e)	10/24/18	2	RA 0219	RA 0279
Order (Grant Motion to Substitute Party)	6/1/16	1	RA 0013	RA 0014
Order (on Plaintiffs' Motions in Limine 1 – 3)	3/20/18	1	RA 0212	RA 0218
Plaintiffs' Combined Opposition to Defendants' Motions in Limine Numbers Two and Three	2/23/18	1	RA 0071	RA 0185

¹ The listed pleadings were requested to be added to the Joint Appendix when the parties conferred on the contents of the Joint Appendix and were not included in the final Joint Appendix. The listed transcripts were to be included in the Joint Appendix but were not added to the final Joint Appendix.

² The Opposition to Motion to Amend or Alter Judgment Pursuant to NRCP 59(e) was included in the Joint Appendix as requested, however, the exhibits to the Opposition were not included in the Joint Appendix.

DOCUMENT TITLE	DATE	VOLUME	RA BEGIN	RA END
Plaintiffs' Motion in Limine No. 2 to Exclude Offer of Evidence or Argument Related to Settlements Reached with Other Defendants	2/9/18	1	RA 0021	RA 0036
Plaintiffs' Reply in Support of Motion in Limine No. 2	3/5/18	1	RA 0197	RA 0211
Reply Argument in Support of Defendants' Motion in Limine Number Two and Motion in Limine Number Three	2/27/18	1	RA 0186	RA 0194
Request for Submission	5/4/16	1	RA 0006	RA 0012
Transcript - Trial Day 1	8/20/18	2	RA 0280	RA 0449
Transcript – Trial Day 2	8/21/18	3	RA 0450	RA 0591
Transcript – Trial Day 3	8/22/18	3	RA 0592	RA 0674
Transcript - Post-Trial Motion Hearing	1/9/19	3	RA 0675	RA 0693

CERTIFICATE OF SERVICE

Pursuant to NRAP 25(d), I certify that I am an employee of Moore Law Group, PC, and that on August 8, 2019, I caused the foregoing document to be served on all parties to this action by:

 X E-service via Nevada Supreme Court eflex filing system

to the following:

Glade Hall, Esq.

/s/ Genevieve DeLucchi

An employee of Moore Law Group, PC

Code No. 4185

IN THE SECOND JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE
THE HONORABLE JEROME M. POLAHA, DISTRICT JUDGE

-oOo-

JOHN LINDBERG,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CV15-00281
)	
)	
HARRY REYNOLDS,)	Dept. No. 3
)	
Defendant.)	
<hr/>)	

TRANSCRIPT OF PROCEEDINGS
TRIAL, VOLUME II
TUESDAY, AUGUST 21ST, 2018; 1:00 P.M.
RENO, NEVADA

Joan Dotson, NV CSR #102

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

A P P E A R A N C E S

For the Plaintiffs: JOHN MOORE
 Attorney at Law
 Reno, Nevada

For the Defendants: GLADE HALL
 Attorney at Law
 Reno, Nevada

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

* I N D E X *

WITNESSES:	DIRECT	CROSS	REDIRECT	RECROSS
For the Plaintiff:				
SHERRIE CARTINELLA	4	19	39	--
RON COHEN	41	64	--	--
For the Defendant:				
AMINA JOHNSON JOHNS	69	109	--	--

1 TUESDAY, AUGUST 21ST, 2018; RENO, NEVADA

2 -oOo-

3 THE COURT: Counsel, you may call your next
4 witness.

5 MR. MOORE: Your Honor, before we do, I would
6 also like to invoke the rule of exclusion, if there are
7 any witnesses in the courtroom.

8 THE COURT: That's been invoked. I take it
9 there are no witnesses here.

10 MR. MOORE: Your Honor, we would call Sherrie
11 Cartinella.

12 -oOo-

13 SHERRIE CARTINELLA

14 produced as a witness on behalf of
15 the Plaintiff, being first duly sworn,
16 was examined and testified as follows:

17
18 DIRECT EXAMINATION:

19 BY MR. MOORE:

20 Q Good afternoon, Miss Cartinella. How are
21 you?

22 A Fine, thanks.

23 Q Could you please state your full name and
24 spell it for the record?

1 A Yes. Sherrie,S-H-E-R-R-I-E, Cartinella,
2 C-A-R-T-I-N-E-L-L-A.

3 Q And, Miss Cartinella, why are you here today?

4 A I was retained as an expert witness.

5 Q Before we get into your thoughts as an expert
6 witness in this case I would like to go through some of
7 your background, if that's okay. How long have you been
8 in the real estate industry?

9 A Since 1995.

10 Q And when you entered into the real estate
11 industry what position did you hold?

12 A I was an owner of a Century 21 real estate
13 office. And later became a broker.

14 Q When did you become a broker?

15 A 2001.

16 Q And have you been a broker ever since?

17 A Yes.

18 Q What kind of real estate transactions are you
19 involved in as a broker or as a realtor?

20 A I typically do residential sales. I have
21 done some commercial sales. But more than anything I do
22 residential.

23 Q Could you give me some kind of an estimate of
24 how many realty transactions you have been involved in

1 per year over the last say ten years?

2 A I would say probably 20 a year, 20 to 30,
3 depending on the year.

4 Q Could you give an estimate of how many are
5 residential compared to commercial?

6 A Actually, I would say 97 percent are
7 residential.

8 Q Walk me through, since 1995, what you have
9 done as a real estate professional.

10 A I have been involved in sales. I volunteered
11 for different various positions with the board office
12 with the Reno/Sparks Association of Realtors.

13 I recently was appointed by Governor Sandoval
14 for a Real Estate Commissioner and served three terms as
15 Real Estate Commissioner.

16 Q And when was that?

17 A That was it would be -- I was appointed for
18 three years and gave it up two years ago, so going
19 back -- it would be from '13 to '15.

20 Q As a Real Estate Commissioner what kinds of
21 things were you involved in?

22 A We basically did the educational requirements
23 for the State of Nevada. We did hearings, disciplinary
24 hearings, for the real estate agents for the State of

1 Nevada.

2 Q And as a commissioner how many let's say
3 disciplinary hearings were you involved in over the three
4 years that you were commissioner?

5 A 12 to 15.

6 Q Have you held any positions with the National
7 Board of Realtors?

8 A I have served on committees with the national
9 association.

10 Q What committees?

11 A Risk reduction primarily.

12 Q What about the Nevada Association of
13 Realtors?

14 A I served on various committees through the
15 years. My most current was the president of the
16 association in 2011.

17 Q What about the Northern Nevada regional MLS,
18 multi-listing service?

19 A I actually have served as trustee on the
20 Multiple Listing Service probably for the last 15 years
21 on and off. We serve a term and then you are excused --
22 you have to be excused for a year and then you can go
23 back on.

24 Q What are your obligations in that regard?

1 A As a trustee, again, we determine programs
2 that will benefit the real estate agents. We do the
3 disciplinary fines as realtors for them to stay in
4 compliance and things like that.

5 Q What about with the Reno/Sparks Association
6 of Realtors, have you held any positions with them?

7 A Just the president and I served on the Board
8 of Directors off and on again for about the last
9 15 years. I'm currently not a Board of Director.

10 Q And what about with the National Women's
11 Counsel of Realtors have you held positions with them?

12 A I have. Served as governor, state president,
13 and on the steering committee for national.

14 Q Currently what licenses do you hold as a
15 realtor?

16 A Broker's license.

17 Q I don't know if you will understand this
18 question, but where is your license, your broker's
19 license, currently parked?

20 A I'm under Ferrari Lund Real Estate. And
21 that's on Lakeside Drive. We have three locations, but
22 I'm at the Lakeside Drive.

23 Q How long have you been with Ferrari Lund?

24 A Five years.

1 Q Have you received any awards in your career
2 as a realtor?

3 A I have. Various recognitions. Realtor of
4 the year. Distinguished realtor for state. Things like
5 that.

6 Q Miss Cartinella, in your experience as a
7 realtor and as a broker and in other positions in the
8 realty industry are you familiar with the statutory
9 duties of realtors?

10 A I am.

11 Q What duties do realtors owe to parties to a
12 transaction to disclose known information?

13 A To treat all parties fairly and to disclose
14 anything that they know or should have known about a
15 transaction.

16 Q Your Honor, I would submit Miss Cartinella as
17 an expert in realty transactions and realtor duties?

18 THE COURT: All right.

19 MR. HALL: I haven't heard a lot of
20 educational experience, but I'll just submit the matter,
21 your Honor.

22 THE COURT: All right. Ask your next
23 question.

24

1 BY MR. MOORE:

2 Q Miss Cartinella, why were you retained in
3 this case?

4 A I was retained to review documents and to see
5 if there was anything that I could see or that in my
6 opinion would be a violation in the Lindberg case.

7 Q What did you do to fill this assignment to
8 look at the -- at these documents and form opinions?

9 A I reviewed the documents that were given to
10 me. I believe it was the Complaint and the packet that
11 we are required to obtain for the state records.
12 Contains everything that we would have in our records for
13 real estate transactions.

14 Q What are some of those documents that would
15 be included?

16 A The offer and acceptance. The various
17 disclosures, things like that for the State of Nevada.
18 And then I also did do some research with the county as
19 far as regulations and things like that.

20 Q What did you look at from the county's
21 perspective?

22 A I looked at just to verify the in regard to
23 the size of septic for the different bedrooms within a
24 property.

1 MR. HALL: Your Honor, could I ask Mr. Moore
2 to move so that I can see the witness?

3 THE COURT: You are blocking his view.

4 MR. MOORE: This way?

5 MR. HALL: Either way.

6 THE COURT: Either way.

7 MR. MOORE: I apologize.

8 THE COURT: That's okay.

9 MR. MOORE: I don't mean to block your view.

10 THE COURT: And then if you could speak up a
11 little louder?

12 THE WITNESS: Okay.

13 BY MR. MOORE:

14 Q Did you look at some zoning requirements with
15 the County as well?

16 A I did look at the zoning requirements and
17 realized it was zoned for low density suburban.

18 Q And why did you look at all of these
19 documents that you mentioned?

20 A Just doing research with the Complaint, some
21 different things came up and I just felt that it was
22 pertinent to look at different items. When the listing
23 said that it was -- had the unit and then additional
24 units, I questioned as far as looking at the low density

1 suburban situation whether it should have been in a
2 multi-family category. So that's why I looked at that to
3 make sure.

4 Q Reviewing all these documents, looking at the
5 things that you reviewed, the Complaint, the packet that
6 is kept for real estate transactions, zoning and health
7 regulations, what did you learn that the realtors for the
8 seller in this case -- either AJ Johnson or James E
9 Johns -- knew about the property in this transaction?

10 A I'm not sure I understand what you are
11 asking.

12 Q Let's go ahead and we'll look at some
13 documents that you mentioned that you reviewed. And I'll
14 see if you reviewed these. May I approach the witness,
15 your Honor?

16 THE COURT: Go ahead.

17 BY MR. MOORE:

18 Q And, Miss Cartinella, could you turn to
19 Exhibit 2 in the binder that's in front of you?

20 A Yes, this is the listing that is put in the
21 multiple listing service.

22 Q And did you review this document in
23 preparation for offering your opinions here today?

24 A Yes, I did.

1 Q And from this document what did you learn
2 that the sellers' realtors knew about this transaction
3 from looking at this listing?

4 A Well, in the listing the main thing that I
5 paid attention to was actually in the comments. And in
6 the comments it states that there are three separate
7 units on the property: In-law quarters, guest house,
8 office or studio.

9 Q And why was that a concern for you?

10 A Primarily because of the acre parcels being
11 allowed one septic and the county goes by bedrooms. And
12 the listing says it is a three bedroom. And with the
13 other additional units being potential bedrooms that's
14 what made me have concerns.

15 Q Did you learn that there were actually more
16 than three bedrooms at this property?

17 A On the listing when it says that there are
18 three separate units I would assume that those -- it says
19 that it can be used for guest quarters. So I'm assuming
20 that would be a bedroom.

21 Q In your review you concluded that there were
22 likely more than three bedrooms?

23 A Yes.

24 Q What else did you review in here? Did you

1 determine the acreage that was found?

2 A That's what -- caught my eye to begin with
3 was the acreage is 1.12. And, again, in Washoe County we
4 are allowed one septic tank per acre. And then the size
5 of the septic is regulated by the number of bedrooms. So
6 I did notice that it was one acre and then when I saw all
7 the other buildings it made me take note.

8 Q And you took note -- did you learn later on
9 the actual size of this one septic tank that was found at
10 this facility, at this property?

11 A I did. Because one of the documents -- I'm
12 not certain where it is here -- but on one of the
13 documents was the actual septic inspection from Waters I
14 believe. And it clearly states that it is a thousand
15 gallons.

16 Q Could you turn to Exhibit 9?

17 A Yes.

18 Q And what is Exhibit 9?

19 A It is the actual septic inspection that was
20 done by Waters Vacuum Truck Service.

21 Q What in this document alerted you to the size
22 of the septic tank?

23 A It states clearly that it is 1,000 gallons.

24 Q So after you reviewed all of these documents

1 did you come to a conclusion that the realtors in this
2 case knew that there were three separate units on the
3 facility and it was listed as single family residential
4 on 1.12 acres of land and there was one septic tank and
5 one -- and it was 1,000 gallons?

6 A Yes.

7 Q Is that information that you believe these
8 realtors knew?

9 A I believe they did, yes.

10 Q And if they didn't know this information do
11 you believe that they should have known?

12 A I do.

13 Q With this information that was known or that
14 should have been known, did you form an opinion about
15 what Miss Johnson and Mr. Johns, the sellers' realtors in
16 this case, should have known related to the septic
17 system?

18 A I did. I felt that the NRS statute had been
19 violated.

20 Q Which statute?

21 A I believe it is 645.

22 MR. HALL: That's a conclusion of law, not an
23 opinion.

24 THE COURT: Well, it is her opinion that it

1 was. But it is the -- go ahead.

2 BY MR. MOORE:

3 Q What else should Miss Johnson and/or
4 Mr. Johns have known about this septic system as to its
5 size?

6 A As far as the size is concerned, it would
7 have to do with the bedrooms and the -- on the property.
8 And a three bedroom would be adequate for the thousand
9 gallons. But after that it is -- I believe and I would
10 have to check for certainly, but I believe it goes up now
11 into 4 to 5. It is 1500 gallons and then after that it
12 goes up by 250 gallons per bedroom.

13 Q And how did you know that for four bedrooms
14 or more it should have been 1500 gallons?

15 A Well, I actually checked the documents at the
16 county to make certain. But the basic thing that made me
17 question was the septic itself. There is only one septic
18 per acre and that's what made me question.

19 Q And do you believe that Miss Johnson and/or
20 Mr. Johns should have disclosed that the septic system
21 was not satisfactory?

22 MR. HALL: Leading.

23 THE COURT: Yes. You are -- you tend to lead,
24 so I'll sustain that.

1 BY MR. MOORE:

2 Q What do you believe Miss Johnson and
3 Mr. Johns should have disclosed regarding the septic tank
4 knowing the information that was known to them at the
5 time of this transaction?

6 A I don't know that it's a matter of disclosure
7 because the disclosures typically comes from the seller.
8 But in my opinion the agents should have seen a red flag
9 come up when that many units were on the property and
10 that's what I would think.

11 Q And what, if anything, should have been done
12 by these agents with these red flags?

13 A I would think that the agents would have
14 checked with the seller and then again for any buyer
15 to -- at that point have the seller disclose or make
16 certain that the seller understands and discloses the
17 fact that there -- that it was not adequate for the
18 property.

19 Q And do you have an opinion regarding whether
20 AJ Johnson and James E Johns violated their statutory
21 duties under NRS 645.252 by failing to disclose info that
22 they knew or that they should have known when they did
23 not ensure that issues related to the septic size were
24 disclosed?

1 THE COURT: To whom?

2 MR. HALL: Again, your Honor, my objection is
3 that she is testifying to a matter of law.

4 THE COURT: Again, she is giving her opinion.
5 But the question you asked wasn't the answer she gave.
6 Disclosed to whom?

7 MR. MOORE: I want to know if she has an
8 opinion and I'll ask her what her opinion is.

9 THE COURT: She says you have to talk to the
10 seller.

11 MR. MOORE: And ensure that there is a
12 disclosure.

13 THE COURT: By the seller?

14 MR. MOORE: Uh-huh (affirmative).

15 THE COURT: Right?

16 THE WITNESS: Yes, sir.

17 BY MR. MOORE:

18 Q And in this case was there ever a disclosure
19 made by the seller related to the adequacy of the septic
20 system?

21 A I did not see anything in the property
22 disclosure. Again, it has more to do with purporting to
23 the public what a property is capable of doing. And that
24 is where in my opinion an agent is responsible for making

1 certain that we purport to the public what can transpire
2 on the property, what the different aspects are to it.

3 Q Do you have an opinion as to whether AJ
4 Johnson or JE Johns violated their statutory duties to
5 ensure that information that was known or should have
6 been known was disclosed?

7 A I believe that it is my opinion that as a
8 real estate agent we would know certain things about a
9 transaction. And I feel that it is volatile on the
10 'knew' or 'should have known.' But it is very clear with
11 the county, with many other transactions and I do feel
12 that they should have known that that was a problem.

13 Q Do you have an opinion that that problem that
14 you believe should have been known should have also been
15 disclosed?

16 A Yes.

17 MR. MOORE: I have no further questions.

18 CROSS EXAMINATION

19 MR. HALL: May I sit here, your Honor?

20 THE COURT: Sure.

21 BY MR. HALL:

22 Q If this is something that a realtor should
23 have known apparently off the top of their head, why did
24 you have to go to the county to research?

1 A I didn't research the fact that it was a one
2 acre parcel. I researched to find out the bedroom -- to
3 see if that had changed. Just to clarify. But the thing
4 that I inherent -- that to me, a real estate agent, just
5 knows is that you cannot have more than one septic per
6 acre lot. It has to do with the sanitation,
7 sterilization, where the well is, that sort of thing.
8 And typically if you do any rural transactions at all,
9 then you are aware of that.

10 Q Okay. When you say that the realtor should
11 have seen a red flag or that should have been a red flag
12 to them, what do they then do about that?

13 A I would think that you would again check with
14 the seller and determine whether or not you should
15 advertise in a multiple listing situation that goes out
16 to thousands and thousands of people that you could have
17 a certain unit on a property that is not going to come to
18 fruition.

19 Q So the problem you are trying to prevent is
20 the public coming to the conclusion that they can build
21 more on the zone -- or on the lot than the zoning allows?

22 A Correct.

23 Q When you make an application for a building
24 permit, isn't the zoning checked before that permit is

1 issued to see if the permit complies?

2 A I am not certain on a building permit how
3 that -- I honestly don't know how they do that.

4 Q I believe you stated in your written opinion
5 that you reviewed the Waters report?

6 A Yes, sir.

7 Q What file did you find the Waters report in?

8 A I was given the documents from the files that
9 we keep for the State of Nevada which would include any
10 reports, any inspections, that sort of thing.

11 Q Were you aware that the buyer also had that
12 report well before close of escrow?

13 A I see on the -- and I believe this was the
14 same one that I have. There is a signature. So I'm
15 assuming that it was read and approved, yes.

16 Q And in fact on the final walk-through form,
17 is it also not disclosed that that condition had been
18 remedied? In other words, that the correct size of the
19 tank had been disclosed -- arrived at, I guess would be a
20 better word.

21 A I'm not certain -- I remember seeing that on
22 the seller's real property disclosure.

23 Q Did you search for that in any other places?

24 A I did not.

1 Q Are you not aware that the buyer in this
2 transaction actually signed off and approved and went
3 forward with the purchase after having that information?

4 A I do see that the buyer signed off on the
5 well. I don't have -- may I ask for a seller's property
6 disclosure?

7 THE COURT: That's Exhibit 1, isn't it?

8 MR. MOORE: I think so. Yes.

9 THE WITNESS: And I apologize, I don't see
10 where they had signed off on the property, the seller's
11 property disclosure for the -- the extra units. I do see
12 the seller's property disclosure, but it -- the only
13 thing that we do ask is about the -- letter C under one.
14 Any construction modifications, alterations or repairs
15 made without a required state, city or county building
16 permit. That that is -- that doesn't -- that didn't have
17 to do with the septic situation.

18 BY MR. HALL:

19 Q Are you in effect testifying that once the
20 information concerning the size of the septic tank had
21 been listed that that red flag would have impelled or --
22 would have meant that the brokers -- strike that. My
23 question is, is it your testimony that because of the
24 problem with the lot size being 1.14 acres and the number

1 of units on that property being what it was, that the
2 broker in this case should have investigated that
3 further?

4 A Yes, sir. And it was actually 1.12 acres.
5 And it is my opinion that when an agent is going to list
6 a property and purport again to the public that there are
7 certain things that can be done with that property, I
8 believe it is the agent's responsibility to research and
9 make sure that that's appropriate.

10 Q What do you mean by research? What kind of
11 research?

12 A Well, again, it would be very easy and clear
13 that if -- the septic only had a thousand gallon tank
14 that that's only three bedrooms. So there would be no
15 way, in my opinion, that you could advertise that there
16 are three separate units additionally on the property
17 that could be used for in-law quarters, guest quarters or
18 an office or studio. So that's where my concern would
19 have come in.

20 Q I think my question was directed more to what
21 a broker should do. In other words, the investigation
22 that you are suggesting I guess is to go to the county
23 and research further?

24 A Yes. I would say the county would certainly

1 explain the bedroom variation very clearly. Again, it
2 is -- again it goes back to the one acre parcel and one
3 septic. And I believe that that's just -- again, that's
4 been around since the 80's or before. Any time we have
5 additional units, I would think that that needs to be
6 questioned and at least again disclosed that these
7 aren't -- you know, that that really can't be done
8 without some modifications and maybe a bigger septic and
9 that sort of thing.

10 Q But wouldn't that require an investigation on
11 the part of the agent?

12 A I don't know about the investigation, how you
13 could go about that. Again, a lot of it has to do with
14 just the practice. When we are in practice we know
15 certain things that come up perhaps through different
16 transactions that would again make us at least have a red
17 flag to come up.

18 Q Well, you keep talking about the red flag and
19 I'm trying to find out about the investigation that you
20 are suggesting that a broker or the agent should go
21 through. Isn't it true that NRS 645.252 specifically
22 excludes or relieves the agent or broker from having to
23 conduct an investigation?

24 A And what statute is that?

1 Q NRS 645.252 section four.

2 A I believe that that statute is obviously
3 releasing some liability from the agent. I don't know
4 that that's the intent. I don't know that -- again in
5 this particular case, I felt it was very straight
6 forward. It wasn't a -- anything that really had to have
7 much thought given into it.

8 Q But you had to go to the library to
9 research -- to the county offices to do research to
10 verify things?

11 A No, sir. I didn't -- I knew without any
12 research from past experience. As an example when a
13 client comes and wants to purchase a property that's on
14 an acre lot because they would like to see their in-laws
15 move in, that's the first thing -- to add a mobile home
16 or another unit -- the first thing that is talked about
17 as an agent is that you can't do that. You can only have
18 one septic per acre per parcel number. And that's just a
19 general knowledge, I believe.

20 What I had to research was specifically the
21 bedrooms. I knew that three bedrooms or more had to
22 have -- or pardon me. Up to three bedrooms only required
23 1,000 gallons which this property would comply with.

24 Had it not been advertised that you could add

1 three additional units to that property, that's when I --
2 when I said I had to research. I just wanted to make
3 sure that I read the code and to get it -- if there was
4 any changes and that sort of thing. So I had -- that's
5 what I really had to research was the specifics.

6 And I believe it is after -- it is in my
7 report and I believe it is after the three. From 4 to 6
8 it is 15.

9 And then for an additional 250 gallons per
10 bedroom additionally. That's what I had to research. I'm
11 sorry.

12 THE COURT: Ma'am, let me ask you this.

13 The Exhibit 2 is the initial listing as I
14 understand it?

15 THE WITNESS: Yes.

16 THE COURT: And it has three bedrooms?

17 THE WITNESS: Correct.

18 THE COURT: All right.

19 THE WITNESS: Yes, sir.

20 THE COURT: But I have got an acre and .12.
21 So no red flag?

22 THE WITNESS: No.

23 THE COURT: Second page it says three units --
24 but then it says all kinds of possibilities?

1 THE WITNESS: Yes.

2 THE COURT: Now, that's not saying that there
3 are other things there. It says you have the
4 possibilities of changing the garage or the barn or
5 whatever it is to a mother-in-law quarters, right?

6 THE WITNESS: Well, I just read it as three
7 separate units on the property. And then it says in-law
8 quarters or guest house, office or studio. But --

9 THE COURT: But the possibilities are endless?

10 THE WITNESS: Right.

11 THE COURT: It is not saying that they are
12 there. It is just the possibility of converting the two
13 other buildings.

14 Wouldn't that be the other realtor's or the
15 other agent's obligation to say the same thing that you
16 are saying? There is a possibility to have people, if
17 you are going to buy this. But, you may run into trouble
18 with the septic if you have plans that are definite that
19 are going to have living quarters?

20 THE WITNESS: Well, in the listing, again, I
21 just see that it says three separate units on the
22 property. So that to me would mean they are there
23 already.

24 THE COURT: Yeah, but you are tying it into

1 acres for the number of septic and bedrooms for the
2 capacity of the septic, right?

3 THE WITNESS: Correct.

4 THE COURT: So for three bedrooms it is
5 sufficient.

6 THE WITNESS: The 1,000, yes. For one.

7 THE COURT: All right.

8 And then when did that 15,000 pop up?

9 MR. HALL: That was when AJ went back to the
10 seller and he gave her that information.

11 THE COURT: So that was a verbal
12 communication.

13 MR. HALL: Okay. It was verbal.

14 THE COURT: All right. But as of January 2016
15 it is 1,000 gallons. So -- but they are talking about
16 possibilities, without saying that that's there, ready to
17 go.

18 THE WITNESS: Well, I guess again it depends
19 on how you read it. When I'm reading it, it says three
20 separate units on the property. There are different
21 things that you could use them for, maybe different
22 things.

23 THE COURT: Right.

24 THE WITNESS: But just having the separate

1 units I think -- if a buyer were looking at a property
2 like this, that would be what would attract someone.

3 THE COURT: Is that a term of art, 'a unit?'

4 THE WITNESS: A unit.

5 THE COURT: If I have an independent garage
6 separate from the house, is that considered a unit. So
7 the property, if I have an acre, I have a house and a
8 detached garage, is that two units or one unit, a
9 detached garage?

10 THE WITNESS: It would typically say it was a
11 garage if it were -- and it would be in the listing on
12 the first page and when it talks about the garages, which
13 this one does say a four-car garage.

14 THE COURT: That doesn't mention the other two
15 units, does it, on that first page?

16 THE WITNESS: On the garage. I don't believe
17 so, no.

18 THE COURT: I mean, for somebody to become
19 interested in purchasing property, usually they drive by
20 and say, "Oh, that looks nice. Let's find out about
21 it." So the buyers saw that there were three buildings
22 on the property. All right. Do they have an obligation
23 to investigate?

24 THE WITNESS: The buyer?

1 THE COURT: Buyers.

2 THE WITNESS: I would imagine it would depend
3 on what they planned to do with it. So I'm not sure as
4 far as investigating. Again it depends on what they
5 would be doing with that property. But the base purchase
6 of that property could really make a big difference if
7 you see different outbuildings.

8 THE COURT: Now, if the buyers told their
9 agent that what they want to do, "We have a
10 mother-in-law here and we want a place for her. And this
11 would be perfect because you have got three buildings.
12 We could put her in one. It is big enough. It would be
13 nice," and that's relayed to the sellers' agent or
14 broker, then I could see where that would kick in.

15 They would say, "Whoa, wait a minute. Now,
16 it may not be permitted or whatever to be able to
17 accommodate that particular request."

18 But, short of that, wouldn't the statement,
19 "Hey, you could do anything on the property. The
20 possibilities are unlimited"?

21 THE WITNESS: And that -- in my opinion, that
22 would have been perhaps the more appropriate thing to
23 say, rather than there were three separate units on the
24 property and, again, that one could be in-law quarters or

1 a guest house. And there again that's where I feel that
2 the listing agent had some responsibility in advertising
3 that that was actually a possibility or that that's what
4 was on there.

5 THE COURT: All right. So as a realtor being
6 on the commissions that you are on and in your position
7 with the Nevada Commission, you are saying that the
8 statement in the middle of the page of the second exhibit
9 is misleading?

10 THE WITNESS: I believe it is misleading.

11 BY MR. HALL:

12 Q That information concerning the amount of
13 square footage of the sewer tank you understand that was
14 corrected in the middle of January?

15 THE COURT: She is not talking about the
16 15,000 gallons, are you?

17 THE WITNESS: No. I'm not really -- I wasn't
18 privy to any of that until -- I heard about it later, but
19 I didn't have it in my initial documents.

20 THE COURT: That's not in the listing.

21 BY MR. HALL:

22 Q So in your report you state that the facts
23 concerning the issues that you talked about here, the
24 septic and number of units, should have been known to the

1 agent -- by the agent and disclosed. But, again, that
2 information was clarified and corrected prior to close of
3 escrow, was it not?

4 A To my knowledge it was not before close of
5 escrow -- determined about the size of the tank? Is that
6 what --

7 Q Well, the size of the tank or as I understand
8 it you are discussing the number of units that are on the
9 property. Three units on an acres. Okay. My question
10 is this: The information that's available at close of
11 escrow has been accepted by the buyers. They know the
12 correct information about the septic size, the units,
13 whether they perform or not. How could there be any
14 detriment to the buyer involved in the transaction?

15 MR. MOORE: Objection. Calls for a legal
16 conclusion.

17 THE COURT: Well. Overruled on that. But I'm
18 not sure the statements contained in the question are
19 accurate. Let's find out.

20 The size of the tank -- or as I understand it
21 you are discussing a number of units that are on the
22 property. Three units on an acre, okay. My question is
23 this: On one acre the information that's available at
24 close of escrow has been accepted by the buyers. They

1 know the correct information about the septic size,
2 correct. The units, correct. Whether they -- conform or
3 not. I don't know if that's correct. And that's -- the
4 court's objection to that question. Were they aware of
5 whether or not there was conformance with the
6 requirements on the one acre lot.

7 MR. HALL: They obtained an appraisal report
8 by that time and the appraisal report would have that
9 information.

10 THE COURT: Who obtained the appraisal?

11 MR. MOORE: Your Honor, the appraisal in this
12 case was obtained by the seller in September of 2012.

13 THE COURT: But it was made available to the
14 buyers. That was the testimony.

15 MR. MOORE: Our contention is that's the case.
16 There is a dispute on our side.

17 THE COURT: He admitted that he saw it.

18 MR. MOORE: Certain portions of it correct.

19 MR. HALL: I understood there were two
20 appraisals. Each side got an appraisal.

21 MR. MOORE: They are talking about an
22 appraisal that the bank obtained in this case. That was
23 done in February. That was done on February 20th of
24 2013, after my client had accepted a counteroffer. It is

1 not admitted as an exhibit here. We didn't feel it was
2 pertinent because it was after the acceptance of the
3 counteroffer.

4 THE COURT: But before it closed?

5 MR. MOORE: Eight days before close, yes.

6 THE COURT: Is it an exhibit?

7 MR. MOORE: The first appraisal is -- I
8 believe Exhibit 63, your Honor.

9 THE COURT: 63?

10 MR. MOORE: And then portions of it are 64.

11 THE COURT: Here on the appraisal -- you don't
12 have that on front of you. Can you hand her the second
13 volume?

14 MR. MOORE: Yes.

15 THE COURT: Ma'am, if you would turn to 63?

16 THE WITNESS: Yes, I have it.

17 THE COURT: The fourth page in?

18 THE WITNESS: Yes.

19 THE COURT: That middle paragraph down at the
20 bottom beginning with the, "Subject also has the
21 utility -- "

22 Right there. Right there. The one below it.
23 There you go.

24 THE WITNESS: Okay.

1 THE COURT: Do you see where he says, "The
2 guest house has been improved to be more in line with the
3 quality of the main residence. However, the improvements
4 may or may not be legal and for appraisal purposes are
5 given little value."

6 THE WITNESS: I don't think I'm on the right
7 page.

8 THE COURT: Is that 63?

9 THE WITNESS: I'm on 63. And I'm --

10 THE COURT: It is the fourth page on mine.

11 THE WITNESS: Here. I think it is -- it is
12 the third page here. It is the -- okay. "The subject
13 also has the utility of a guest house." Is that correct?

14 THE COURT: Yes.

15 THE WITNESS: Yes, it is on three here. Okay.
16 I see where, "It is given little or no value."

17 THE COURT: They appraised the property at
18 \$400,000. Isn't that a, "Hey, look at this. Be aware
19 of this type of statement there"?

20 THE WITNESS: Well, it is certainly the
21 appraiser's opinion on it. I don't know that, as far as
22 when this took place, was this the appraisal --

23 THE COURT: Before closing.

24 THE WITNESS: Before closing?

1 THE COURT: Yes.

2 THE WITNESS: Was this appraisal done by the
3 bank or the --

4 THE COURT: This was the seller's appraisal.

5 THE WITNESS: The seller. Okay. So if the
6 appraisal was done prior to the listing --

7 THE COURT: Not prior to the listing.

8 MR. MOORE: It is -- the appraisal date is
9 September 5th and the listing was September 21st.

10 THE COURT: So it was, yes. It was before the
11 listing.

12 THE WITNESS: Okay. So, again, if this
13 information had been given to the real estate agent and
14 it says that there is no value, then that may have been
15 the more appropriate thing, to put in the components that
16 it was -- the appraisal had been done and these things
17 didn't have value, rather than to purport that there were
18 the three extra units. Again, the public would not be
19 seeing the appraisal.

20 THE COURT: Right. But the potential buyer
21 would.

22 THE WITNESS: The potential buyer would not
23 necessarily -- I'm not certain in this case.

24 THE COURT: He did.

1 THE WITNESS: Okay.

2 THE COURT: According to the evidence.

3 THE WITNESS: Okay. I'm sorry. Because
4 typically the buyers lender is the one that does the
5 appraisal. And that's what the buyer would go by.

6 THE COURT: So does that put anybody on notice
7 of the situation?

8 THE WITNESS: Well, if they read -- I guess.
9 By the time you are into the transaction this far, I
10 would -- again, I don't know the timeframes. I was not
11 really privy to the appraisals, for my report my opinion.

12 But, again, depending on when it was given,
13 by then you have -- you are already into the transaction.
14 You have already --

15 THE COURT: Fell in love?

16 THE WITNESS: Fell in love. You have already
17 probably had inspections done. You have spent money on
18 things like that. And you are dedicated. You are
19 already moving forward. I think, again, a client, a
20 prospective buyer, would go more by what is put out on
21 all those sites and, you know -- 90 percent of our
22 traffic comes from all of that.

23 And that's out there to literally thousands
24 and thousands of people.

1 THE COURT: But isn't it a fact that the
2 asking price was close to \$400,000, \$385,000, something
3 like that?

4 MR. HALL: 395.

5 THE COURT: 395. The listing.

6 That was subject to change obviously.

7 THE WITNESS: Depending on the market
8 conditions and things like that it would make a
9 difference.

10 THE COURT: All right. Counsel, follow up?
11 BY MR. HALL:

12 Q I'm not sure I have understood the dialog
13 between you and the judge. But let me ask it this way.
14 Are you suggesting that the buyer should not be held to
15 have -- had it disclosed to him, the information set
16 forth in his own appraisal or the bank's appraisal, if
17 that's part of what --

18 MR. MOORE: Objection. Beyond the scope of
19 this witness's testimony. She is testifying about the
20 septic tank.

21 THE COURT: That's not in evidence. We don't
22 know what that appraisal was.

23 MR. HALL: That's all the questions we have,
24 your Honor.

REDIRECT EXAMINATION

BY MR. MOORE:

Q Just a few follow-up questions.
Miss Cartinella, you have expressed several opinions about things that the seller's agent should have known and should have disclosed in this transaction.

Do your opinions related to what the sellers' agent should have known also apply to what the buyer's -- that the buyer's agent should have known?

A They do. I believe.

Q And in this instance, you are not testifying that the failure to disclose was related to the size of the septic but whether it was adequate or not?

A Exactly, yes.

THE COURT: If there were more than three bedrooms.

MR. MOORE: Right?

THE WITNESS: Correct.

BY MR. MOORE:

Q And if the evidence shows in this case that there are three bedrooms in the main house and one bedroom and a bathroom in the mother-in-law's quarters, your opinions are unchanged; is that right?

A If -- could you repeat that?

1 Q If the evidence shows that there are three
2 bedrooms in the main house and one bedroom in the
3 mother-in-law quarters and they both are served by one
4 septic, your opinions aren't changed?

5 A I feel that that should have been known.

6 Q Okay. Yes.

7 A Sorry.

8 Q Looking at Exhibit 2, do you see that?

9 A Yes.

10 Q Do you see that there are photos at the
11 bottom of Exhibit 2 depicting the property?

12 A I don't have them here, but I do remember
13 seeing the photos. I'm sorry, on page one, yes. I'm
14 sorry.

15 Q Do you recall if those photos depict the
16 mother-in-law quarters?

17 A I believe the photos did show all of the
18 outbuildings or units or --

19 Q The bedroom in the mother-in-law quarters?

20 A Yes.

21 Q No further questions.

22 THE COURT: All right. Anything further?

23 MR. HALL: No.

24 THE COURT: Thank you, ma'am. You may step

1 down.

2 MR. MOORE: May she be excused, your Honor?

3 THE COURT: Yes.

4 MR. MOORE: Your Honor, we call Ron Cohen.

5 -oOo-

6 RON COHEN

7 produced as a witness on behalf of
8 the Plaintiff, being first duly sworn,
9 was examined and testified as follows:

10

11 DIRECT EXAMINATION:

12 BY MR. MOORE:

13 Q Could you please state your full name and
14 spell it for the record?

15 A Ron Cohen, C-O-H-E-N.

16 Q And, Ron, why are you involved here today?

17 A We are a general contractor that utilizes
18 John for some subcontracting work and he had bought this
19 property and asked me to come take a look at it.

20 Q How long have you been in the contracting
21 business?

22 A I have had my company for over ten years and
23 I've been contracting in Reno for another company for
24 almost 20 years.

1 Q And what's the name of your company?

2 A Building Tectonics.

3 Q And what type of work do you do typically at
4 building Tectonics?

5 A We do a mixed bag of 50 percent commercial
6 and 50 percent residential.

7 Q And why did Mr. Lindberg contact you in this
8 case?

9 A The original contact was his upper shed
10 building he was wanting to put power to it. And we
11 looked at it trying to get safe power to it because the
12 power that was running to it was running along the fence
13 line.

14 Q What if anything came of this issue trying to
15 run power up to the building of the upper part?

16 A During our permit research and APN research
17 on the property, we had discovered that that building up
18 there was too old and probably never permitted, but we
19 also discovered that the lower building, the in-law's
20 quarters, if you will, was not permitted as a residence.
21 It was permitted as a garage.

22 Q And looking at this property I just have a
23 question about it. Specifically the mother-in-law
24 quarters, how many bedrooms were in there, in that

1 mother-in-law quarters?

2 A I believe there is one bedroom upstairs and
3 it was a large like living style room downstairs.

4 Q And was there a bathroom?

5 A Yes. Bathroom and kitchen.

6 Q And what issues were raised because of the
7 upper building not being permitted?

8 A Well, when we opened that can of worms of the
9 upper building, contacting the power company and the
10 county to pull a permit for a panel upgrade on the upper
11 building --

12 THE COURT: The upper building is not the
13 mother-in-law quarters?

14 THE WITNESS: Correct. They also did the same
15 research he did and found that the lower building was not
16 ever signed off for C of O or had any final inspections
17 or completed as an in-law quarters. So they held his
18 upper permit so he could not -- wasn't able to get power
19 in his upper building.

20 Q What ultimately has become of the upper
21 building?

22 A The upper building now has safe and final
23 power on it and is permitted with its own separate meter
24 on it.

1 Q Go ahead -- there are exhibits in front of
2 you. Can you look at Exhibit 10?

3 A Okay.

4 Q What's Exhibit 10?

5 A It looks like a proposal dated December 31,
6 2015, for some demolition work and reworking of a
7 building.

8 Q Is this proposal from your company?

9 A It is.

10 Q And why did you make this proposal to
11 Mr. Lindberg?

12 A Could I have a second to read it?

13 Q You bet.

14 A Okay. This proposal was created for -- at
15 that point we were looking at options for John, what was
16 more cost effective and feasible with -- to utilize that
17 upper building because the county at one point had
18 indicated that he may have to tear it down because there
19 is no record of it.

20 We couldn't find any record of it. So I had
21 given him a couple options of tear down and
22 reconstruction of a new building similar in size and
23 shape.

24 Q Did either of these options come to fruition

1 in this case?

2 A No.

3 Q What -- I think you actually testified about
4 what ultimately happened. It got permitted and got
5 power?

6 A Correct.

7 Q Could you turn to the next exhibit,
8 Exhibit 11? And what is Exhibit 11?

9 A So this is an -- Exhibit 11 is -- it says
10 invoice. But this is for all of the work and proposed
11 cost to get the in-law's quarters back into code
12 compliance and get it approved to be an in-law's
13 quarters.

14 Q Did this proposal include any construction?

15 A I would imagine the only construction it
16 would have -- included would be any destructive testing
17 that the county would require for electrical and
18 plumbing.

19 Q So correct me if I am wrong on this. Was
20 this a proposal from you to John just to see if you could
21 get permits?

22 A Yes. There was no guarantee that we could
23 even get in-law's quarters on that property.

24 Q So after this estimate was provided to John

1 what steps did you take to try to help John get the
2 mother-in-law quarters and the upper building permit?

3 A The first steps was as-built in the existing
4 building, bringing the county records up-to-date with
5 what plans we could find for the existing building.

6 Several meetings with Washoe County Building
7 Department and what steps were going to be needed to try
8 to get that property zoned for a secondary dwelling on
9 the property because it is only zoned for single family
10 dwelling.

11 Q And what kind of -- what kind of applications
12 did you fill out in seeking to do this?

13 A The first was a Planning Department
14 application that requires Health Department approval and
15 building approval. We also submitted plans as a remodel
16 to an existing structure showing the as-built as it was
17 built already to generate the paperwork for a permit
18 record in the county system.

19 So it took Planning for review. Planning had
20 several conditions on their review about trying to even
21 allow a secondary dwelling. It ended up working out, if
22 we could get Health Department's blessing. We were going
23 to -- Planning was going to sign off following Health
24 Department and Building. If they were both okay,

1 Planning was going to work with us.

2 Q Did you have applications for all of these
3 different entities?

4 A We did. Building automatically triggers to
5 Health Department. We did end up having to go through a
6 SWSB board for the Health Department to try to get their
7 approval for the secondary dwelling and managing the
8 septic system along with the well.

9 We were first denied in the first SWSB board
10 meeting. We worked with -- Health Department, department
11 heads, revamped the septic drawing to get it to where
12 they thought it would pass and meet code. So we revamped
13 it, resubmitted it, sat at another SWSB hearing and
14 ultimately we were awarded the variance.

15 Q And what direction was given by the county
16 when you were ultimately given the variance?

17 A We had to separate the sewer lines -- the way
18 it was built originally was the existing sewer line from
19 the in-law's quarters ran and tied into the existing
20 house's sewer line and then out to the single septic tank
21 that was only sized for the existing house, not for the
22 secondary dwelling.

23 We needed to -- there wasn't enough room to
24 add a larger tank with the expanded leach fields, so we

1 separated the sewer lines from the existing house and the
2 in-law's quarters, two separate sewer lines, and ended up
3 installing another septic tank, leach field and repair
4 field. So now they have separate septic systems for each
5 dwelling.

6 Q Was that required by the county?

7 A That was 100 percent required.

8 Q What other requirements were made by the
9 county which regard to the mother-in-law quarters?

10 A He had to put a monitoring device on the
11 well. And he has to report that once a year.

12 Q What does it monitor?

13 A It monitors contaminants from the leach field
14 of the septic tank into the actual well head to make sure
15 that he has safe water.

16 Q What other requirements were made by the
17 county regarding the mother-in-law quarters?

18 A Reduction in size. The existing -- the
19 mother-in-law quarters or any secondary dwelling cannot
20 exceed one-half the size of the main dwelling. So we had
21 to reduce the size, which was basically the whole ground
22 floor of the mother-in-law quarters. And that's now
23 storage. And the upper floor is the respite.

24 Q And that 50 percent requirement, that the

1 accessory building cannot be more than 50 percent the
2 size of the main building, where is that found?

3 A That's in the planning code, in the Washoe
4 County planning.

5 Q Could you look at Exhibit 25? In the second
6 page of Exhibit 25, what is that code requirement that's
7 listed there on that second page? Is that the one we are
8 talking about?

9 A That is.

10 Q So how did you go about abandoning certain
11 space within the mother-in-law quarters?

12 A There was -- there was an access from the
13 ground floor of the in-law's quarters to the second floor
14 and we essentially walled it off. And the stairwell goes
15 down to basically nowhere. So it is separated. There
16 are two separate instances. You had to take the finishes
17 out, which in this case was the flooring.

18 Q How is that new space treated after that?
19 After it was -- essentially abandoned, how is it treated?

20 A It is considered storage.

21 Q After the county gave permission to move
22 forward with steps with -- let's keep looking -- were
23 there -- what other conditions were required by the
24 county?

1 So we have the separating of the septic.

2 We have to install another septic system.

3 You had to disconnect the septic from the

4 main house and connect it to its own tank.

5 You had to abandon some space in the living

6 quarters.

7 You had to install a monitor on the well.

8 What other requirements were issued by Washoe

9 County so that the variance could be granted?

10 A It needed -- this was a while ago. It

11 needed -- the smoke detectors to be hard wired. It

12 needed an O-2 detector. I believe it needed an arc fault

13 breaker -- arc fault breaker in the panel to meet

14 residential code now.

15 There was something with the kitchen. And I

16 don't remember which scenario it was, whether it was the

17 oven or something.

18 Q Can you think of any other requirements that

19 were made by the county as you are sitting here?

20 A Not off the top of my head.

21 Q I get that. I understand that.

22 What permits were required to be pulled, if

23 any, in response to what the county had required?

24 A There was the permit for the septic that was

1 separate. There was the building permit. And it needed
2 to be carried through all the way to C of O.

3 And then the upper building was a separate
4 electrical permit.

5 Q Could you turn to Exhibit 14?

6 THE COURT: What size was the septic tank that
7 you put in?

8 THE WITNESS: Our company didn't physically
9 put them in. I think it was two 5,000-gallon tanks. I'm
10 not sure.

11 MR. MOORE: We have those, your Honor.
12 Montner Excavating put in another thousand gallon tank.

13 THE WITNESS: Okay.

14 BY MR. MOORE:

15 Q Do you recognize Exhibit 14?

16 A I do.

17 Q What is that?

18 A This is for the -- this is for the Health
19 Department for his septic.

20 Q Is it a variance?

21 A It is.

22 Q Ultimately was this variance granted?

23 A It was ultimately.

24 Q Would you turn to Exhibit 42? Do you

1 recognize Exhibit 42?

2 A I do.

3 Q What is that?

4 A That's the development application for the
5 in-law's quarters.

6 Q And why was this required? Why did this need
7 to be filled out?

8 A Because it is -- it has to go -- this is part
9 of the Planning Department of getting them to -- allow
10 the variance under the current planning code.

11 Q Was that variance eventually granted?

12 A It was.

13 Q Would you turn to Exhibit 43?

14 A Okay.

15 Q Do you recognize Exhibit 43?

16 A I do.

17 Q And what is that?

18 A This is the Building Department application.

19 Q Was this necessary? Was this required by
20 Washoe County?

21 A It was.

22 Q This application was it ultimately granted?

23 A It was granted and signed off.

24 Q Why does it say here in the middle of the

1 permit description, "Conversion of existing storage
2 building on the west side of the property to in-law
3 quarters," and then it mentions a reduction to 934 square
4 feet?

5 A So in meeting with the county initially of
6 how to approach this problem building on the property, I
7 came up with the idea of approaching them with it as a
8 remodel versus a new building. And the reason for that
9 is, as a new building, it would have been really
10 problematic because the entire building it would have to
11 have come up to I am going to guess 2012 residential code
12 at that point.

13 When the original -- the second permit that
14 was pulled on that building which was never found was
15 taken through framing. So it was signed off, foundation
16 and framing. We wanted to utilize that as still good and
17 then move forward with a remodel of a storage building,
18 as it was originally permitted, into a residential unit.

19 And the reduction of square footage goes back
20 to Planning. It can't be more than half of the size of
21 the main dwelling.

22 Q Did the county let you do that creative step?

23 A They did. And the only reason they let us do
24 it is we did find a set of drawings that had a Washoe

1 County stamp on them from the storage building remodel.
2 And they -- we took those to the county. They scanned
3 them in and now they are part of this parcel number
4 record.

5 Q Your Honor, we reviewed Exhibit 10 and 43
6 with this witness. And they weren't offered or admitted
7 yesterday. I would offer them today.

8 MR. HALL: No objection, your Honor.

9 THE COURT: Admitted.

10 BY MR. MOORE:

11 Q Would you turn back to Exhibit 15? Do you
12 recognize Exhibit 15?

13 A I do. I have seen it.

14 Q What is it?

15 A This was taking a survey of the property.
16 And the main part of it was -- is we needed to show a
17 topo for the new septic system because of location for
18 the new septic system and also to verify setbacks of the
19 existing building to the property line.

20 Q And why was this survey required? Was it
21 required by the County?

22 A It was required by the county. Mostly the
23 Health Department requires it anymore. They have had so
24 many bootlegged systems of septic systems put in and they want

1 an accurate and current record of all property that gets
2 worked on as far as sloping because people do change the
3 grade of existing properties.

4 Q Can you turn to Exhibit 16? Do you
5 recognize Exhibit 16?

6 A I do.

7 Q What is Exhibit 16?

8 A It is a proposal for architectural services
9 to complete the as-built drawings for the storage
10 conversion to secondary dwelling.

11 Q And why were these architectural plans
12 required?

13 A We have to prepare drawings of the proposed
14 remodel from storage to residential dwelling in order for
15 the Building Department to complete their plan review.

16 Q Was that required by the county?

17 A Yes.

18 Q Exhibit 18. If you could look at that for
19 me? What is Exhibit 18?

20 A This looks like the printout for the -- when
21 I submitted the drawings. This is for -- oh, no. I'm
22 sorry. This was -- this was the initial inspection
23 request. So they had done the permit number in order for
24 us to call inspection. This is before we completed

1 plans. So we called the county out there to do a walk
2 through with us to see what they were going to require
3 from us in order to pull an actual permit to convert the
4 building.

5 Q Could you turn to Exhibit 20? Do you
6 recognize Exhibit 20?

7 A I do.

8 Q What is it?

9 A This is the trip permit for the inspector to
10 come out -- Bob Florez was the lead inspector for the
11 county at the time. He now works for the City of Reno --
12 to see if we could final out the two previous permits
13 that were pulled on the same building.

14 The one in '94 was a well previous owner who
15 pulled the storage unit building. The 96355 permit was
16 the owner just before John pulled the remodel permit and
17 extended the storage unit and added the second floor.

18 Q What is significant about these comments at
19 the bottom of this exhibit, if anything?

20 A The second one is the one that's significant
21 about it. The 9417 was for a detached garage, not a
22 two-story accessory dwelling. That was the one that put
23 us dead in the water when we tried to final out some of
24 those open permits.

1 Q Exhibit 22. Would you look at that? Do you
2 recognize Exhibit 22?

3 A I do.

4 Q What is it?

5 A It is the plan status for the actual building
6 permit for the conversion.

7 Q And what is significant about this document?

8 A That is the actual permit plan review status
9 for converting the existing storage building into the
10 secondary dwelling.

11 Q Exhibit 23, can you turn to that? Do you
12 recognize exhibit 23?

13 A Yes.

14 Q What is that?

15 A It is an e-mail from David Kelly, who was the
16 department head for the Health Department who we were
17 working with to try to get this thing to pass.

18 Q And what were the concerns raised in this
19 e-mail?

20 A The big one is you can't improve the
21 secondary dwelling due to the limited acreage and no
22 variance from Sewage, Wastewater and the Sanitation
23 Board, which we call SWSB.

24 Q And what action did you take in response to

1 this assertion that there was no variance yet from the
2 sanitation board?

3 A This is when another application with the
4 drawings and proposed remedies was submitted to the Sewer
5 Wastewater and Sanitation Board.

6 Q How often were you communicating with people
7 in various entities of Washoe County during this whole
8 process?

9 A It would go several times a week to a couple
10 times a week. This was a process, a very long process.

11 Q Look at Exhibit 24. What is that?

12 A This was the -- a building permit for the
13 garage and storage unit which is now the secondary
14 dwelling.

15 Q And when was that built?

16 A The day applied was 4-28, 1994 and issued on
17 May 11th of 1994.

18 Q Starting at page three and going back to the
19 end of that exhibit, what is important about those
20 documents?

21 A Well, the second page of that is, there
22 was -- a grading final that had a correction notice done.
23 And there was two other corrections that were denied.
24 And there is no final completed for that project.

1 Q And the documents starting at page three of
2 that exhibit that go all the way to the end --

3 THE COURT: Why don't you begin with the Bates
4 numbers.

5 BY MR. MOORE:

6 Q LIND 0034 through LIND 040. What are those
7 documents?

8 A These are what was -- part of this is part of
9 the plan review. Some of it is truss calculations.
10 There on LIND 0035 is three correction notices from the
11 inspector to the builder and the rest of it looks like
12 some structural calculations. And then some as-built
13 drawings -- or proposed drawings of the new structure in
14 '94.

15 Q And what, if anything, about this structure
16 do you see here? What is it its intended purpose?

17 A Its intended purpose was a garage below with
18 storage above.

19 Q Would you turn to Exhibit 28? What's
20 Exhibit 28?

21 A Exhibit 28 is an e-mail from myself to Don
22 Jepsen, who is the building official at that time for
23 Washoe County.

24 Q Do you recognize additional exhibits --

1 e-mails in this exhibit?

2 A I do.

3 Q And what are these e-mails about?

4 A They are about a couple of things. They are
5 about the upper building and the lower storage garage
6 building, about trying to get records, working with them
7 and trying to get permits together for the lower building
8 and also trying to release the permit for safe power on
9 the upper building.

10 Q Essentially the process that you are having
11 to go through in this case?

12 A Yes.

13 THE COURT: Counsel, we are going to take our
14 afternoon break.

15 MR. MOORE: Okay, your Honor.

16 THE COURT: So we'll be back at quarter of.

17 (At this time a recess was taken.)

18 THE COURT: Be seated. You may continue.

19 MR. MOORE: Thank you, your Honor. Before we
20 took a break, we were reviewing Exhibits 23 and 28. They
21 have not been offered into evidence. I would offer them
22 into evidence.

23 MR. HALL: No objection, your Honor.

24 THE COURT: Admitted.

1 BY MR. MOORE:

2 Q Ron, can you turn to Exhibit 30? Do you
3 recognize that document?

4 A I do.

5 Q What is that?

6 A This was one of the SWSB board meetings
7 regarding the Lindberg residence.

8 Q And what happened at this meeting if you
9 recall?

10 A It looks like this was the second meeting
11 with the approval allowing the variance for the secondary
12 dwelling.

13 Q The meeting that happened prior to this
14 meeting, the approval of the variance, do you know
15 approximately when that would have occurred, the first
16 meeting?

17 A It was at least a month or two beforehand.
18 They only meet every so often.

19 Q What issues did they present at that first
20 hearing?

21 A I wasn't at the first meeting so I don't
22 remember. I would have to look at my documents.

23 Q No problem. If there were issues that were
24 raised between the first meeting and the second meeting

1 what steps were taken to correct those?

2 A It would all come down to the septic system.
3 The new steps were probably a redesign of the second
4 design for the septic system.

5 Q And after this variance was granted what
6 steps were taken after that?

7 A Then it went back to Building and then back
8 to Planning for their approvals.

9 Q Do you know when those approvals were done?

10 A I sure don't. I don't remember.

11 Q Looking at Exhibit 31 --

12 THE COURT: Counsel let me ask you this. We
13 are going through these exhibits for what purpose?

14 MR. MOORE: To show the steps that he took.

15 THE COURT: You are not saying that she had to
16 go through this.

17 MR. MOORE: No.

18 THE COURT: Aren't we interested in how much
19 it cost?

20 MR. MOORE: Yes. And we are close. It will
21 take us two more exhibits to get there.

22 THE COURT: Okay.

23 BY MR. MOORE:

24 Q Exhibit 31, what is that?

1 A This is an e-mail regarding it looks like the
2 process for the last steps in the variance on the Health
3 Department side.

4 Q Can you turn to Exhibit 33? And do you
5 recognize Exhibit 33?

6 A I do.

7 Q And what is it?

8 A This is the approval from the Planning
9 Department with conditions.

10 Q And we have already talked about those
11 conditions, right?

12 A We have.

13 Q And the steps that were taken after the
14 variance was granted?

15 A Yes.

16 Q Let's go ahead and look at Exhibit 40.

17 A This is our final invoice to the Lindbergs
18 for the work up to this point.

19 Q And I noticed it is significantly less than
20 the first estimate that we saw. Why is that?

21 A This was -- we were billing them basically
22 for my time as a consultant. The rest of the subs and
23 items the Lindbergs paid direct.

24 Q And were you paid this amount?

1 A I was.

2 Q No further questions.

3 THE COURT: \$5,000 total?

4 THE WITNESS: For us, your Honor.

5 CROSS EXAMINATION

6 BY MR. HALL:

7 Q When you do work of this nature, are you
8 familiar with the resulting invoice in value that's
9 created?

10 A Just common knowledge as a contractor, not as
11 an agent or real estate agent or an appraiser.

12 Q But you would have some idea of just how much
13 the improvements that you have made on this property have
14 increased its value?

15 A Not really.

16 MR. MOORE: Outside the scope.

17 THE WITNESS: That's not my forte.

18 THE COURT: Cross examination.

19 MR. HALL: I'm sorry, your Honor?

20 THE COURT: It is outside the scope. That's
21 it. It is outside the scope of his expertise.

22 MR. HALL: Okay.

23 BY MR. HALL:

24 Q You stated you two have had a fairly long

1 relationship with Mr. Lindberg?

2 A That's correct.

3 Q About how far back does that go?

4 A I would say probably close to 20 years in
5 construction.

6 Q And does he consult you about projects he is
7 considering?

8 A Sometimes he does.

9 Q In this case did he?

10 A This case he did.

11 Q How early in the process did he consult you
12 about doing what you did?

13 A It was sometime after he bought the property.
14 He was wanting to -- wanted to look at that upper shed
15 style building. He wanted to see what his options were
16 to make it more usable for his use.

17 Q Had you done the project for him out in
18 Washoe Valley?

19 A Which project?

20 Q Are you aware that Mr. Lindberg owns another
21 parcel where he basically has done the same thing?

22 A No. I knew he had a place out there, but
23 that's all I know is that he lived somewhere.

24 Q Now, as I understand it, the upper property,

1 the -- the upper mother-in-law quarters room I guess we
2 are calling it -- the upper property, did that have --
3 how far had that progressed in the permit that had been
4 issued during the ownership?

5 A The storage building that was converted?

6 Q Yes.

7 A It looks like it had gone through, from what
8 I remember, frame. So the framing inspection had been
9 done.

10 Q And inspected and permitted?

11 A A permit was pulled for the entire building,
12 a storage building/garage. There is inspections along
13 the way. The farthest inspection it looks like it got to
14 was a framing inspection.

15 Q What was the remaining after that?

16 A There would have been electrical, plumbing,
17 if there was any kind of plumbing in it, like a hose bin.
18 There would have been drywall.

19 There would have been insulation. And there
20 would have been final grading and C of O, certificate of
21 occupancy.

22 Q Is there any reason why you couldn't simply
23 have gone forward on that permit, reactivated that
24 somehow?

1 A That permit was expired and never finished.
2 And the building that exists today was not what was
3 permitted in '96 through the county. So we had to
4 rectify the conversion from a storage building to a
5 residence.

6 Q Are you telling me it was the county's
7 regulations that had changed so that you couldn't
8 complete the original project?

9 A No. The regulation hadn't changed. It was
10 permitted as a garage slash storage building, so we can't
11 just pull the permit for a garage and then build an
12 apartment.

13 We have to build that garage and get a final
14 as such. You can re-permit something as a remodel and an
15 alteration to something else. But each permit has to be
16 finalled along the way.

17 Q I see. How about the other accessory unit,
18 the barn, whatever you want to call it? Had that -- had
19 work been done on it?

20 A There was no work being done on it. It
21 was -- there was no record of it. The county didn't even
22 have a record of it. So we tried to just include it in
23 the permit for the storage building conversion to
24 residence purely for record keeping sake for the county

1 and the assessor's office.

2 Q Clarify for me, if you would please, how much
3 sewage capacity was added? How much larger of a tank was
4 put in?

5 A Without reading the sheet, I don't remember.
6 And I didn't -- I wasn't the contractor for the sewage.

7 Q During your testimony someone said two units
8 of 500 each?

9 A I threw out a random number and it is
10 probably incorrect.

11 Q That concludes my questions.

12 THE COURT: Thank you.

13 MR. MOORE: Your Honor, we just -- some
14 housekeeping items. We reviewed Exhibit 43 and 64, but
15 they were not offered into evidence and we would offer
16 them in at this time.

17 THE COURT: 43 and 64?

18 MR. MOORE: Yes.

19 THE COURT: Any objection?

20 MR. HALL: Just one moment, your Honor.

21 THE COURT: Your exhibit list there dated,
22 what, August -- 20 to 22, that's what you are going by?

23 MR. MOORE: Yes.

24 THE COURT: And everything that you want in is

1 in?

2 MR. MOORE: I believe so, your Honor. I don't
3 think Exhibit 5 is important. It is a check for earnest
4 money deposit. But I guess I would offer it.

5 THE COURT: Any objection?

6 MR. HALL: No objection.

7 MR. MOORE: Other exhibits are potentially
8 related to other issues and so, if they come up, I'll go
9 through them.

10 THE COURT: All right. Are you resting?

11 MR. MOORE: I am.

12 THE COURT: All right. Mr. Hall.

13 MR. HALL: Yes, we call Amina Johnson.

14 -oOo-

15 AMINA MARIE CARMAZZI JOHNSON JOHNS
16 produced as a witness on behalf of
17 the Defendant, being first duly sworn,
18 was examined and testified as follows:

19

20 DIRECT EXAMINATION:

21 BY MR. HALL:

22 Q State your name for the record again.

23 A Amina, A-M-I-N-A, Marie, Carmazzi Johnson
24 Johns.

1 Q And could you briefly relate for us your
2 experience in real estate?

3 A I've been doing real estate for approximately
4 30 years. I recently became a broker. I have sat on
5 numerous committees. As a matter of fact, I was
6 co-chairman of the professional standards. I perform
7 mediation for the Reno Association, Reno/Sparks
8 Association of Realtors. I am a member of the National
9 Association of Realtors.

10 THE COURT: When did you become a broker?

11 THE WITNESS: After my husband passed in
12 2016. So about 2017.

13 BY MR. HALL:

14 Q And have you spent your full-time doing real
15 estate sales during this period?

16 A I am a full-time real estate agent, yes.

17 Q How many sales would you estimate that you
18 have conducted?

19 A In a year?

20 Q Yes.

21 A Or over my whole span?

22 Q Either way you want to report.

23 A I do approximately 45 -- 45 -- about 160
24 transactions a year myself.

1 Q I'll direct your attention now to the subject
2 property. How did you first meet the Reynoldses?

3 A Mr. and Mrs. Reynolds were acquaintances.
4 She was a doctor -- she was a doctor of mine and asked me
5 to come and look at her property.

6 Q And what did they first ask you to do?

7 A They asked me to do what was called a
8 certified market analysis that is supplied by the title
9 company. And that pulls comparable sales, gives me or
10 them the demographics of schools, companies around the
11 area. Comparable sales.

12 Q What other information, if any, did they have
13 available?

14 A They were telling me about their property,
15 what they have done to the property, when they purchased
16 the property, what they felt the property was worth. At
17 that point in time I think when we were talking about it
18 the market analysis that I had produced from Centennial
19 Title Company, who does my comparable sales, was a little
20 bit lower than what they felt their property was worth.

21 Q So there was -- was there a disagreement
22 about the value of the home?

23 A There was. At that juncture there was a
24 disagreement about what they felt their home was worth.

1 So what I did was I explained to them that this is just
2 an opinion. And it was just comparable sales that I had
3 received from the title company. So if they felt that my
4 price was not in line with what they wanted to get for
5 the property, I suggested --

6 Q What was your price?

7 A It was about I think 365, 370. I can't
8 remember. It was around -- it was much lower.

9 So they felt their property was worth much
10 more. So what I do with every client when they feel that
11 way is I recommend that they go to a professional and
12 have the property appraised. I gave them the name of
13 three appraisers. I gave them Richard Lace, Jim Bailey
14 and John Rafael.

15 Q When did that appraisal report -- when was it
16 completed?

17 A The appraisal -- well, they wanted to list
18 the property. But again there was a discrepancy in what
19 I felt the price value was. So they listed the property,
20 did the documents. But we were holding off on the
21 documents until the appraisal came in. So the appraisal
22 came in prior to the listing being actually consummated.

23 Q Were you given or shown a copy of that
24 appraisal?

1 A No. I had the listing documents all signed
2 by them and they called me up and said that their
3 appraisal was in and that their property appraised for
4 approximately \$400,000. And that's what they wanted to
5 list it for.

6 I said -- I explained to them that a consumer
7 likes to see things under the high number, so I suggested
8 to them that, if they listed under the \$400,000 like at
9 \$390,000 or \$395,000 or whatever, I would pay the \$100
10 difference.

11 So it was like 399,900, I would pay the \$100
12 difference if they got an offer at the \$400,000 price.

13 . I had to consult with my broker because I
14 was not a broker at the time. So I had to basically make
15 sure that he was okay with that.

16 Q So then did you fill out a listing form?

17 A Yes. At that time prior to the appraisal we
18 sat down and I did the listing agreement.

19 And how I do that is I sit down with the
20 client and I ask them if they are aware of -- if the
21 garage is attached. If what the -- if the stove is gas
22 or electric. If the appliances stayed or what stayed or
23 did not stay. If there was a family room. All this
24 information that was obtained in my listing agreement was

1 by the sellers.

2 After that is done what I do is -- well, the
3 first thing I do before I take the listing is I do what's
4 called a Duties Owed. It is explaining to the seller
5 that at that time I represent only them and that there is
6 a possibility that a seller -- a buyer will come in
7 recommended by another agent.

8 However, that if a buyer came in represented
9 by me I would have them sign an additional document
10 called a consent to act.

11 After the Duties Owed was signed by me and
12 the listing agreement was filled out by them, what I do
13 is I give them what's called a Seller's Real Property
14 Disclosure Statement.

15 And I am not allowed by our board to touch
16 that document, meaning I can't even put in the date or
17 the address. And what that Sellers Real Property
18 Disclosure Statement says and what I tell them when I
19 hand it to them is, "When in doubt fill it out. So any
20 information you tell me about your property -- if you had
21 a leak in your dishwasher or the garbage disposal doesn't
22 work, anything you know about your property -- because
23 you know it better than I do -- fill it out. Because, if
24 you fail to disclose something, you could be sued."

1 At that time I gave this to the Reynoldses
2 and they filled it out. And on it, it specifically
3 asked, "Is there a septic?" It doesn't ask the size. It
4 just says, "Is there a well?" What it does --

5 THE COURT: Is that in evidence?

6 THE WITNESS: Yes.

7 THE COURT: What's the Exhibit Number?

8 THE WITNESS: I don't know where it is in the
9 exhibits.

10 MR. MOORE: The Sellers Real Property
11 Disclosure Form.

12 THE COURT: What were you looking at?

13 MR. MOORE: Exhibit 1.

14 THE WITNESS: It is the Sellers Real Property
15 Disclosure Statement. And it is Exhibit 1.

16 THE COURT: Would you use the exhibit book?

17 THE WITNESS: Yes.

18 THE COURT: Rather than --

19 THE WITNESS: Okay.

20 THE COURT: Then we have a record of what you
21 are looking at.

22 THE WITNESS: So Exhibit 1. So under
23 Exhibit 1 is the Sellers Real Property Disclosure
24 Statement. And on that statement it is a little

1 deceiving because -- a normal seller does not know that
2 what it is saying is, "Are you aware of any problems?"

3 MR. MOORE: Object to form. She is stating
4 information. She is speculating.

5 THE COURT: When you say that other people
6 don't know -- are not sure?

7 THE WITNESS: I apologize. On this form, when
8 you give this to a seller, you let them know numerous
9 things. That -- that the form states that it says, "Are
10 you aware of any problems or latent defects with your
11 property?" So that's where I tell them, "When in doubt,
12 fill it out."

13 So it is asking on the electrical, "Are you
14 aware of any issues?"

15 "No. No."

16 And this is all filled out by a seller. I
17 can't mark on it. There is no signature for an agent.
18 It is just filled out by the seller and then given to a
19 buyer.

20 BY MR. HALL:

21 Q Do you even suggest to them what an answer
22 might be?

23 A I'm sorry?

24 Q Do you even suggest to the buyer what -- to

1 the seller what an issue might be?

2 A And the --

3 Q Or an answer to one of these questions?

4 A No, I don't know their property. But, if
5 there was an issue, I told them to make sure they
6 disclose it in their Sellers Real Property Disclosure
7 Statement.

8 So in respect here, it is kind of a little
9 ambiguous because all it is asking is, "Are you aware of
10 any problems with the septic?" So they obviously say, no,
11 they are not aware of any problems with the septic.

12 The other thing is, were there any previous
13 moisture conditions or water damage? They said no.

14 Any structural defects? No.

15 Any construction modifications, repairs made
16 without any building permits. They said no.

17 That is what they conveyed to me.

18 They asked me -- in this form, what is the
19 water source? They say well. I wouldn't know.

20 And then if there was a water waste disposal.
21 And then it tells them the reason under Nevada Revised
22 Statute why they have to disclose as a seller for -- so
23 that they give the correct information on to a potential
24 buyer.

1 So that's the document. They sign it. Once
2 an offer is received by the seller, a copy of this form
3 is given to them. It has changed over the years. It
4 used to be like 15 days before close of escrow, but now
5 it is done five days after we get the offer, within five
6 days after we get the offer, for the potential buyer to
7 review and approve it.

8 Q Did they disclose to you any projects that
9 had been started but not completed with regard to the
10 accessory building?

11 A No, they did not. According to the real
12 property disclosure statement they said all permits were
13 in place.

14 Q And did you walk the property, look at it
15 with them and discuss things?

16 A I did.

17 Q Did they point out to you anything that was
18 improper or a problem?

19 A No. No, not at all. As matter of fact,
20 their mother, Mrs. Reynold's mother, and her brother were
21 living in the second unit.

22 Q Would you see as you walked the property with
23 the Reynoldses any conditions that you felt were improper
24 or -- could create a problem?

1 A No. It was a typical rural property. It was
2 beautiful.

3 Q Well cared for?

4 A Very well cared for, yes.

5 Q What was next in the process of --

6 A What happens next is that I start to market
7 the property. And as a marketing tool we use the comp
8 analysis of the profile that I have a copy of. We use a
9 profile and that's how we get in and market the property.
10 It is just a marketing tool. So I take the
11 information that the seller gives me and then I put it in
12 there with a -- saying it has trees. It has whatever.
13 All the documentation in here is supplied off of that
14 listing form.

15 Some of the information, if you have an APN
16 on a piece of property, if you have the assessor's parcel
17 number, the computer when you input it, it will pick it
18 up that it's either a single family residence or low
19 density. It will pick it up automatically.

20 But on the listing form, it will ask you
21 where your information came from, whether it came from
22 the seller, the appraiser, the assessor, whomever. That
23 will ask you where your information is. That goes into
24 the MLS and then it goes -- it is out there as a

1 marketing tool.

2 So after that was done -- or after the
3 listing was taken I waited until I heard from the
4 Reynoldses in reference to the appraiser that they
5 selected to use about the price. And they called me up
6 and said, "Okay. We are ready for you to input it."

7 And that's where they came up with the price
8 and everything. So I said that's great. As another
9 marketing tool what I would suggest that you do is that
10 you leave that appraisal on your table so that anybody
11 can see it if they wanted to know about the property
12 specifically at that time the price.

13 Q So you suggest that the appraisal report be
14 there as a means of disclosing to the potential buyer?

15 A That is the easiest way to get that appraisal
16 out there to the public, to whomever sees the house.

17 Because I don't put that appraisal in an MLS
18 listing because, one, it shouldn't be available to
19 anybody. It is not my property. It is the seller's
20 property.

21 So the best way to get it out to any
22 potential buyer that comes to that house is to leave it
23 on the table and let them look through it.

24 Q All right. And you say you didn't see that

1 appraisal at that time?

2 A I have never seen that appraisal. The only
3 time I have ever seen that appraisal is during these
4 proceedings. They never gave it to me. It just was on
5 the table. I did not bring a buyer to that house during
6 that time. I just didn't have a buyer. Nobody called
7 me, so I didn't see the appraisal because I didn't have a
8 buyer.

9 Q Now that you have seen the appraisal, does it
10 disclose the square footage of the septic system?

11 A The septic? No. Appraisals usually do not
12 show -- they only show that there is a septic there.
13 They do not relay the size of the septic system. That
14 comes during the offer process.

15 Q So did you in fact list the property?

16 A I did in fact list the property. And at some
17 juncture there was an offer received. But the people
18 didn't qualify.

19 And then later on I received -- another
20 person showed it. There were some showings on it. And
21 then I receive an e-mail from Mr. Kincannon asking me
22 questions about the property that I could not answer.

23 So I immediately called my seller and said,
24 "Listen, there is a potential buyer out here. But there

1 are some questions in here I cannot answer, I don't know
2 the answers to." And that's where apparently an e-mail
3 went back and forth between the seller, myself and Mr.
4 Kincannon.

5 Q What were the issues that were brought up in
6 those questions?

7 A They asked about the depth of the well.
8 There were just numerous things. How old was the roof?

9 There was a lot of questions. So what I did
10 is I went through it. Wrote the questions -- the answers
11 down with my seller because he was busy. I wrote them
12 down and obviously he told me that it was a 1500-gallon
13 tank. And I transposed it to 15,000-gallon tank. Made a
14 mistake.

15 But that information was never inputted into
16 an MLS. That was just in my file. And then it went to
17 Mr. Kincannon for him to give to his potential buyer
18 prior to them writing an offer.

19 Q And with that, the next response to the
20 answers to the questions was writing an offer?

21 A Correct. At that time -- during this time I
22 got ill and I had to relinquish the listing to my broker.
23 I was ill for probably about a week or two there. I
24 relinquished the listing to the broker.

1 Only the broker can remove the listing out of
2 the MLS. Me, even being his wife, cannot use his number
3 and take it out of an MLS. At some point in time
4 Mr. Johns took the listing over after December 1st of
5 2012. That next day or so Mr. Johns takes the listing
6 over and I seek -- I am going through seeing doctors.

7 And he puts it back into the MLS.

8 On January 3rd or around that time an offer
9 comes in from Mr. Kincannon based upon -- an offer comes
10 in on the previous listing, meaning my previous listing,
11 because we had been communicating. Mr. Kincannon did not
12 look into the MLS to see that a new agent or broker had
13 that listing. So he sent the offer to my e-mail address.

14 I am now recovering in bed with a laptop.
15 And Mr. Johns gets this offer and then he allows me --
16 and I am a licensed real estate agent -- I communicate
17 back and forth via e-mail to Mr. Kincannon and his wife,
18 Tammy Kincannon. Okay.

19 I believe it is Brian Kincannon.

20 So we communicate back and forth. An offer
21 was sent to the sellers. I'm not sure if Mr. Johns
22 delivered it or if it was e-mailed.

23 And then they elected to counteroffer -- on
24 Exhibit 3. They -- the offer is on Exhibit 4.

1 On Exhibit 3 the sellers elect to
2 counteroffer the price. The price of the Lindberg
3 offered was 375.

4 The price that the seller elected to counter
5 at was 385 with an escrow with Gloria Brewbick. Limited
6 cost of repairs to not exceed \$500, I believe. \$500.
7 And then the pellet stove they had -- they already knew
8 that there was certification on the pellet stove, that it
9 was certified.

10 Although they would have had to provide our
11 office with a certification form or they would have to go
12 out and get it certified by a licensed professional.

13 On or about the 4th of January, this is
14 accepted by the Lindbergs.

15 After that is completed, then what you look
16 at is the Lindbergs then have to open up escrow with the
17 escrow company and deposit earnest money in escrow to
18 secure the property and to make it a legal, binding
19 contract.

20 So they put the money into escrow as earnest
21 money as per Exhibit 4 which I believe was \$1,500. And
22 then a copy of this offer and the counteroffer is opened
23 up with the escrow officer and then the process begins.

24 After that is opened, the lender for the

1 Lindbergs would normally -- with this -- I apologize.
2 With this offer comes a couple things which were not
3 here.

4 One would be the prequalification letter on
5 behalf of Mr. and Mrs. Lindberg as well as their duties
6 owed stating that their agent -- which I believe is
7 exhibit -- I have -- the Duties Owed from the -- I don't
8 see it here. The Duties Owed from the Lindbergs' agent
9 which states that he specifically represents them.

10 And I apologize. I can't find it, but it is
11 in the offer. It states that he represents the buyer.
12 Typically -- because when we have a potential seller and
13 potential buyer and they are represented by different
14 parties, the seller will pay those fees, half of the
15 commission fees, to both agents. So they would get half
16 and I would get half.

17 After that the escrow is opened. The lender
18 would then order the appraisal. However, in this
19 particular case -- and there is no documentation to this
20 case -- the approval letter that was supplied to us was
21 only on Mr. and Mrs. Lindberg. And unfortunately during
22 a period of time Mr. and Mrs. Lindberg for some reason
23 could not either qualify or did not have the down payment
24 because they had to add mom onto the transaction.

1 So at some juncture, which is not in our
2 files, mom goes on the loan with them.

3 Q Let me stop you for just a second. When you
4 got the listing originally did you also 'sign' that the
5 company would have the property? Did you put your
6 for-sale sign --

7 A Yes, the for-sale sign would go on the
8 property once all the documents -- yes, were completed.

9 Q And when you received the offer, did it --
10 did anyone advise you whether they had seen it on the
11 multiple listing service or on the sign?

12 A Did they advise me that they had seen it on
13 the MLS?

14 Q Where did they first see it?

15 A Only on the MLS. I do not do fliers on my
16 properties.

17 Q Go ahead with your narrative. What was the
18 first problem that occurred once the escrow is open?

19 A The first problem that occurred once the
20 escrow opened was that there was an issue with
21 qualifying. So at some point in time Mrs. -- one of the
22 Lindberg's parents went on title -- or on the loan with
23 them. At that time the appraisal was ordered for the
24 buyers. So --

1 MR. MOORE: Your Honor, I have allowed the
2 narrative to go for a little longer. I think she
3 mentioned the first step was to pre-qualify. I would
4 like this to go in an orderly fashion.

5 THE COURT: If you can ask questions in direct
6 testimony.

7 What problems if any arose at the outset?

8 THE WITNESS: After -- when -- the problems
9 started to arise when the inspections were being done.

10 On Exhibit 4 on KW 12 the buyer elected to
11 include a pest inspection and a home inspection that they
12 would pay for. Then they waived their heating, cooling,
13 oil. They waived their survey. They included a
14 fireplace inspection.

15 They included a well, quality and quantity
16 septic inspection and pumping and then they waived -- or
17 they asked for reinspections to be paid by the seller.
18 At that time after that happens the seller -- because the
19 buyer asked the seller to pay for the well and septic,
20 the buyer -- the seller would then coordinate for
21 somebody from the choice of the buyers -- in this case I
22 believe it was Bruce McKay. I don't know -- for the well
23 people to come out and do what was called a well quantity
24 and quality test to determine the flow of the well, that

1 it was deep enough and the water quality test.

2 Mr. Johns attended that inspection.

3 Mr. Kincannon did not. So the seller,
4 Mr. Harry Reynolds, and Mr. Johns were both there.
5 Mr. Kincannon and the buyer were not there.

6 Q Specifically with regard to the septic system
7 were there questions asked about that and how did that --

8 A Well, there were issues with the well.
9 Issues with the well, with the quality and quantity.
10 When it gets to the septic inspection which is then again
11 a buyer's inspection, again Mr. Reynolds and Mr. Johns
12 were there. Mr. Kincannon and the buyer were not there.

13 There were no issues. There were no
14 questions. There were no issues. They dug up the lids.
15 Mr. Kincannon did e-mail -- we told him the inspection
16 was being done, if he wanted to attend. No. He said all
17 he wanted to do in an e-mail is that he wanted to have
18 risers put in on there.

19 Because there is an e-mail back and forth.
20 The risers are the lids that make it easier for a buyer
21 to have access to both lids. So that was left open.

22 Those lids were left open for a while. But
23 what we had to address immediately was the issue with the
24 well and the quality and quantity.

1 So Mr. Kincannon was contacted via phone and
2 said, "Listen, there are issues here. Apparently there
3 was -- "

4 And I apologize because it is not in any of
5 these. There was a holding tank in the garage that they
6 needed to fix or replace or whatever and then the water
7 quality did not pass the lab. So they had to put in a
8 reverse osmosis in the primary residence only.

9 So the sellers paid to have that tank fixed
10 and repaired or whatever they did. And they also put a
11 reverse osmosis system into the primary residence.

12 And then they went above and beyond and put
13 it into the in-law quarters because their mother and her
14 brother were living there. They wanted to make sure it
15 was safe. They didn't know there were any issues.

16 When the septic inspection came along, again,
17 this is a buyer's inspection. Miss Reynolds --
18 Mrs. Reynolds had to order it because they were the legal
19 owners of the property.

20 So that septic inspection then went to title
21 for the buyer's agent and the buyer. It should have gone
22 on to the buyer's agent, but it went specifically to
23 Mrs. Reynolds and to the title company.

24 Q Now. Up to this point in time had anyone

1 suggested there was a problem with the relationship
2 between the size of the lot and the number of structures?

3 A No.

4 Q Any issue about the size -- or the number of
5 structures and the sewer capacity?

6 A No.

7 Q What was the next step in the process?

8 A The next step was to -- after those
9 inspections were done, the next step would be for the
10 buyer to do his pest inspection and then a structural
11 inspection.

12 And he had to do all these inspections within
13 the 21-day period as for the offer and acceptance KW 12.
14 So he had to do all this due diligence and do his
15 inspections at this time with the inspector of his
16 choice.

17 I don't remember who he had. I believe it is
18 exhibit -- it is number seven. He used a company called
19 North American Associated Inspection. At that time the
20 pest inspection and the inspection usually are done about
21 the same time.

22 And all these inspections that are done
23 normally the buyer's agent is there on every one: The
24 appraisal, the pest, the structural, the septic, the

1 well.

2 I'm there on every one of my inspections in
3 case something comes up that I want to resolve with my
4 potential buyer at the time.

5 And this inspection, the building inspection
6 from this company, Arnold Inspection Services, and the
7 pest inspection that was done, the only people who showed
8 up for those inspections would have been the agent who
9 was able to get into the home and/or the buyer. I don't
10 know who was at those inspections.

11 But that would have been their agent. Issues
12 did arise out of the pest inspection. And issues did
13 arise out of the home inspection. There was -- you would
14 have to look through the inspections.

15 MR. MOORE: And, again, your Honor, this is a
16 narrative.

17 THE COURT: Hold on. Wait until the next
18 question.

19 BY MR. HALL:

20 Q Did the report come in on the septic system?

21 A It had come in, I believe -- I don't know at
22 what point in time. But it had come in and it was
23 delivered to Mr. Kincannon.

24 Q Again, did anyone ask or discuss the

1 relationship between the number of structures and the
2 sewer capacity?

3 A No. They did not contact us. They could
4 have contacted Waters. I would not have known. But they
5 did not address it.

6 Q And did you see a copy of the report on the
7 septic system?

8 A The septic -- when Mr. Kincannon was going
9 back and forth, I asked him if he had a copy of the
10 septic report. Because I didn't know where it was. So
11 Miss Reynolds sent us a report and we forwarded it on to
12 Mr. Kincannon.

13 Did we look at it? No. We just probably
14 forwarded it on for their review because we wanted them
15 to be aware of what happened since they were not in
16 attendance.

17 Q With regard to all the inspections that
18 occurred on the property, were there some required
19 repairs?

20 A Normally what happens after all the
21 inspections are done, the buyer's agent will provide the
22 seller's agent with what's called a Notice of Required
23 Repairs. That is telling the seller that these are the
24 items that he found during his inspection and/or due

1 diligence that he wants repaired. That these are his
2 concerns and what he wants done to the property.

3 We never received that Notice of Required
4 Repairs. Because of that, we continued on with the
5 transaction. I'm assuming -- I'm not going to even
6 assume. So at that juncture all the --

7 THE COURT: Wait until the next question.
8 BY MR. HALL:

9 Q Let me drop back just a little bit here.
10 When you made the listing -- excuse me, when you prepared
11 the listing for input into the multiple listing service,
12 did any of the information on that listing cause you
13 concern?

14 A No. Because all of it -- the seller conveyed
15 that he never had any problems with the well. Never had
16 any problems with the septic. That all of his permits
17 were in place. That he was done with his mother-in-law
18 quarters; that it was a beautiful little utopia.

19 Q And if there was a violation of zoning code
20 potentially disclosed in a multiple listing service ad,
21 is that something that you would recognize, that an
22 ordinary agent would recognize?

23 MR. MOORE: Objection. Calls for expert
24 opinion.

1 THE COURT: She has been working in the field
2 for 20 years. She is qualified to answer that.

3 THE WITNESS: It is on the assessor's site
4 which picks it up that it is a single family residence.
5 It also has the zoning as LDS, low density. So it had
6 the zoning and the single family residence, yes.

7 BY MR. HALL:

8 Q Okay. So -- strike that.

9 All right. Let's go back to the reports
10 being received. At a point in time after all the reports
11 are in, is there a meeting or something to discuss the
12 results of the reports?

13 A That is actually between the buyer and the
14 buyer's agent. How we would -- how we receive, as a
15 seller and the seller's agent, is we receive that Notice
16 of Required Repairs stating, "These are the concerns
17 over all the inspections we have: The structural, the
18 pest, the septic, the well, all those, these are what we
19 want resolved."

20 And we know that we have X amount of dollars,
21 which was \$500, to do that with. If they exceeded the
22 \$500, then the parties go back to the negotiating table
23 to resolve the issues which were the concern of the
24 potential buyer.

1 Q Okay. In this case what was done with regard
2 to solving problems?

3 A We never received a Notice of Required
4 Repairs. So it just went forward. As far as the seller
5 and the seller's agent would have been concerned, they
6 are fine with everything because the well was taken care
7 of and that it far exceeded the \$500 that they had in the
8 Notice of Required Repairs.

9 So since we didn't receive in a timely manner
10 the Notice of Required Repairs there is a clause in the
11 contract I believe which is Exhibit 4. It says in here,
12 if any inspections are not completed and delivered to the
13 seller by the deadline set forth, buyer is deemed to have
14 waived the right to the inspection and seller is released
15 from the liability for the cost of repairs and
16 inspections which would have reasonably been identified,
17 had it been -- the conditions been revealed about those
18 inspections.

19 Buyer is released from any and all
20 obligations to the seller and is entitled to refund the
21 earnest money deposit and the seller -- the buyer could
22 have walked if he was not happy.

23 THE COURT: What page is that on?

24 THE WITNESS: That's on page -- it is KW 12.

1 Exhibit 4. KW 12 and it is on the inspection process.

2 BY MR. HALL:

3 Q To your knowledge, is there a statute that
4 pertains to the duties of an agent for -- a condition of
5 the property?

6 A If something comes up that does not match
7 what a seller tells us -- for instance if the -- if the
8 seller says the well is okay and the well isn't okay, we
9 have to notify that agent immediately, which was done in
10 this case.

11 If something comes up on the septic and it
12 says it isn't okay and we have knowledge of it, we have
13 to notify them immediately with the hopes that they were
14 there during the inspections.

15 Nothing came out of any of those. Just like
16 the buyer's agent should have advised us when they had
17 the pest and structural done if there were any issues
18 that they wanted resolved. We were never told that there
19 were any issues.

20 Q What happened next with regard to this sale?

21 A What happens next is that the deadline for
22 the inspections is done as per the fourth page, Exhibit 4
23 of the Offer and Acceptance. None of those items were
24 received within the timeframe that he was to do them. So

1 the next thing that would be done is all documents would
2 be placed into escrow by the buyer's agent for -- so that
3 they are a part of everybody's package.

4 And the next part would be that they would do
5 their final -- final walk through. We would hear from
6 the appraisal, the buyer's appraisal, only if there was a
7 issue of price.

8 So we never received anything on the
9 appraisal. So the next stop would be to do their final
10 walk through.

11 Q Tell me about the final walk through. What
12 does that consist of?

13 A I don't believe it is in here. The final
14 walk through is the day before close of escrow after the
15 buyer has gone to escrow to sign and their loan docs are
16 there, after the buyer goes to sign and then sees all
17 these reports that he had done, the escrow officer would
18 say specifically on these reports -- and some of them are
19 not in here -- "Have you seen this document?"

20 Specifically on Exhibit 7, KW 24, "Here is
21 your structural report. You had your -- somebody go out
22 there and tell you the structural integrity of the house.
23 You ordered it. Did you receive a copy and do you
24 approve it?"

1 And then the buyers sign. So on the well, on
2 the septic, every report that was put into escrow -- the
3 well, the septic, the pest, structural -- all these were
4 put into escrow at the time of signing with the neutral
5 third party who is the escrow officer.

6 And the escrow officer, Miss Gloria Brewbick,
7 says, "Have you read this report and do you approve it?"
8 And the buyers sign it.

9 That is the case in this transaction. So
10 they did it on number Exhibit 7, which was their
11 structural, on Exhibit 9, which was their well, on
12 Exhibit 10, which is their septic.

13 I do not see the pest report. I do not see
14 the appraisal report because we are not allowed to have
15 access to those reports. We are not as agents allowed to
16 see those appraisals. So I'm not allowed to get the
17 buyer's appraisal. It is the property of the buyer.

18 Q Are you acquainted with Miss Brewbick, the
19 escrow officer?

20 A Yes.

21 Q Are you aware of her background?

22 A She has been in the real estate business an
23 escrow officer for over 45 years. I use her exclusively
24 to make sure that all my files are intact.

1 Q And to your knowledge is she competent?

2 A Very competent.

3 Q Conducts the walk through properly?

4 MR. MOORE: Objection. Calls for speculation.

5 MR. HALL: That's true.

6 Q Have you experienced problems with
7 Miss Brewbick's performance during a walk through?

8 MR. MOORE: Object to relevance.

9 THE WITNESS: No. Because my --

10 THE COURT: Hold on. Overruled.

11 BY MR. HALL:

12 Q Go ahead.

13 A Miss Brewbick doesn't do the walk-through.

14 The walk-through is performed by the buyer and the
15 buyer's agent. And it is not in here. It is here
16 attached to these documents. A day before close of
17 escrow a real estate agent will approve all their
18 inspections and make sure they are satisfied with them in
19 escrow.

20 A day before closing, in case -- just in case
21 a property is vacant -- this is for the purposes of
22 making sure all the repairs were done so they can satisfy
23 themselves. But specifically in case a property is
24 vacant and that it wasn't vacant in that period of time

1 before closing. So the day before -- actually this was
2 done on the 26th of February -- the buyer and his agent
3 do a walk through on the property to outline any items on
4 any of their reports that were not completed so they can
5 stop the escrow. They can say, "We are not closing."

6 In this particular case the walk-through,
7 which is not made a part of this, which was part of the
8 whole offer, they said fine for inspections and they
9 signed it. So they waived it.

10 And in here it says, "All repairs previously
11 requested of the seller have been either personally
12 inspected or receipts of work completed have been
13 provided to the buyers and we do approve all the repairs.
14 If there were any inspections requested in the Offer and
15 Acceptance Agreement that they chose not to do, they
16 hereby waive them."

17 THE COURT: Let me ask some questions here.
18 From what I hear of you, your testimony, now you are a
19 broker and -- or an agent for many years, right?

20 THE WITNESS: Yes.

21 THE COURT: So you know both sides. When you
22 take a listing the sellers make certain representations
23 to you, right?

24 THE WITNESS: Yes.

1 THE COURT: And then under our law we have
2 the disclosures law that they are subject to treble
3 damages if they don't disclose. So I would imagine it is
4 like approaching a green light. You are assuming that
5 the guy coming at the right angle is going to stop
6 because he has a red light.

7 THE WITNESS: I hope so.

8 THE COURT: So I imagine your assumption is
9 what they put in those disclosure statements is accurate?

10 THE WITNESS: Correct.

11 THE COURT: Is there a legal responsibility
12 for an agent or broker to verify everything that's put on
13 that disclosure form?

14 THE WITNESS: No. And the reason being is
15 because it is out of our area of expertise. If we -- in
16 the old days a broker used to be able to act as an
17 appraiser.

18 THE COURT: But you don't have to verify?

19 THE WITNESS: No.

20 THE COURT: Okay. Now, Mrs. Cartinella said
21 that there was a red flag when she looked at something
22 that, from what I gather, is within the area of knowledge
23 of a broker or an agent. And that is the zoning
24 designation of the lot and its low density housing, low

1 density residence. And there are three units on there.
2 Okay. Did that raise a flag for you?

3 THE WITNESS: It was -- no. Well, it was
4 Mr. John's listing. In the beginning when it was mine,
5 no, it didn't. Because it was listed as a single family
6 residence, not a multi-family residence, which you cannot
7 have out in that area without a special use permit or
8 special zoning change. When that property was listed,
9 the sellers were adamant that when the Building
10 Department came out they approved --

11 MR. MOORE: Objection. Calls for hearsay.

12 THE COURT: No. It is not hearsay. There is
13 no assertion that I am aware of yet. She is talking
14 about how she reacted to what the inspectors said.

15 MR. MOORE: I believe she is responding to how
16 the buyer reacted.

17 THE WITNESS: Seller.

18 MR. MOORE: The seller?

19 THE WITNESS: Yes. What they conveyed to me.

20 THE COURT: The sellers were adamant that when
21 the Building Department came out they approved --

22 MR. MOORE: Calls for hearsay.

23 THE COURT: Overruled.

24 THE WITNESS: They conveyed to us that they

1 had had to go through steps to get permits to have this
2 converted. And during this permit process they had to
3 make -- they had a contractor come.

4 THE COURT: They lied to you, right?

5 THE WITNESS: They lied to me. And, hence,
6 they lied on their Sellers Real Property Disclosure
7 Statement. And, hence, that's why we are all here.

8 THE COURT: And, as far as the septic system,
9 there was an inspection. And the -- what that said is
10 that it works. It doesn't talk about the hook-ups that
11 were going into it, right?

12 THE WITNESS: No. And -- you know, as a
13 broker, if I may say, it has always been my concern
14 that -- because you never know what's out there -- that
15 these septic people and these -- actually McKay is
16 probably one of the best -- don't go above and beyond and
17 tell you this stuff because there are numerous
18 properties -- and I just sold two -- that were
19 semi-custom and custom homes that were four bedrooms on
20 thousand gallon tanks.

21 MR. MOORE: States facts not in evidence.
22 Move to strike.

23 MR. HALL: Not offered for the truth of the
24 statement.

1 THE COURT: I'll ignore that. But it is not
2 your function as an agent or broker to dig up the septic
3 system and see where it is hooked up?

4 THE WITNESS: We are trained and we are told
5 and we are advised by our legal counsel for the boards
6 that is out of our area of expertise. Our job is to
7 market and sell a property. Leave the expert -- leave
8 all these inspections to the experts. That's why they
9 have those inspections.

10 BY MR. HALL:

11 Q Is there a statute that refers to that?

12 A There is a statute I believe -- there is a
13 statute that -- it is -- I'm sorry, I don't have it. My
14 brain is just going. But there is a statute that says
15 that we as real estate agents are not allowed to go out
16 of our area of expertise. We are to leave it to the
17 professionals.

18 That would be like me doing an appraisal. I
19 can give them an idea, but I can't tell them the true
20 value of the property. That's why lenders have
21 appraisals done. And each appraisal -- when a buyer has
22 an appraisal, with the new laws in effect, that lender
23 has to send that appraisal over to that potential buyer
24 and they have to sign that they have received it, read it

1 and approved it.

2 THE COURT: Okay. The other part of that red
3 flag that Mrs. Cartinella noticed was your statement in
4 Exhibit 2 at page KW 7, that paragraph that says, "Three
5 separate units: Property, in-law quarters or guest
6 house, office or studio or tack room, the possibilities
7 are endless."

8 THE WITNESS: Yes.

9 THE COURT: Now, that's sort of an invitation
10 to say, "Do whatever you want to it," but there is a
11 limitation on the amount of capacity of that septic
12 system.

13 THE WITNESS: And at the direction of the
14 county, meaning if whatever you are going to do with
15 this, you have to file -- you have to follow county
16 requirements. You have to follow state, local -- you
17 have to follow -- sure, you can do all this to this; but
18 you have to comply with any requirements the state or
19 government agency or county requires you to do to it.

20 And, honestly, in this case when the -- when
21 the Reynoldses said they had all this done, they
22 basically said on their earlier Property Disclosure
23 Statement that this was done.

24 THE COURT: Next question.

1 BY MR. HALL:

2 Q Are you acquainted with a statute that deals
3 with the buyers options at the time of close of escrow?

4 A Yes. If the buyers find something in --
5 while doing their due diligence or through this
6 transaction that they are not happy with or that the
7 seller is not willing to fix or repair because it
8 exceeded the limited cost of repairs or whatever, they
9 can walk. They can walk away from the transaction.

10 THE COURT: Wait a minute. I just thought of
11 something.

12 When you put that the -- total living space
13 was 3880, wouldn't that involve the utilization of those
14 other buildings?

15 THE WITNESS: Correct. So --

16 THE COURT: Now, wouldn't that -- ring a bell
17 as far as, well, wait a minute. How could they do that
18 if it's not hooked up anywhere or anything like that?

19 THE WITNESS: Not only hook up, because I
20 wouldn't know about that, but it did raise a red flag
21 with me. So I immediately called our attorney for the
22 board and I called our board Linda Cocker and I said, "I
23 have an issue here. And I need some direction on it from
24 our board and our attorney. The seller is saying that

1 his overall square footage is this amount, based upon the
2 in-law quarters and based upon this little office and the
3 house. How do I do that?"

4 And she said, "You are okay to put the
5 overall square footage inside the MLS as long as you say
6 that information came from the seller. But to cover your
7 bottom," which I did in my listing, "I would outline --
8 and you don't need to do this. But to cover my bottom I
9 would outline how much square feet is in each unit,"
10 which is what I did in my listing.

11 Mr. Johns did not pick that up because the
12 offer had already come in. But -- and it is not a
13 requirement. But at some point in time somebody is going
14 to say, "How did you come up with that square footage?"
15 Nobody questioned that in this case. No buyer questioned
16 it.

17 That specifically came from the seller. I
18 can't sit there and call my seller a liar. All I can say
19 is, "Okay, you do understand that, when they see the
20 square footage, they are going to ask where it came from
21 and they are going to do their investigation to make sure
22 that that is the accurate square footage. And also you
23 are going to have an appraisal from the buyer that says
24 this. So you had better be prepared to state that that's

1 what it is."

2 THE COURT: Now, your conversations during the
3 course of the negotiations for sale were strictly with
4 the other agent or were you talking to the plaintiffs?

5 THE WITNESS: I have never met the plaintiff.

6 THE COURT: Because all conversations went
7 through their agent?

8 THE WITNESS: Usually it is only through my
9 seller and my agent -- or the other agent. We are not
10 allowed to --

11 THE COURT: Okay. So that's a no. All right.

12 BY MR. HALL:

13 Q Are you aware of any problem with developing
14 the closing of this property transaction?

15 A No, I was never notified of any issues until
16 the lawsuit.

17 Q Was a demand made to you informally, that is
18 by letter, to compensate or pay damages?

19 A There was a demand made. Apparently my
20 sellers settled out. And then later on it became a
21 demand that they wanted to make some sort of a remedy
22 with me and I did offer them \$5,000.

23 MR. MOORE: Objection. Move to strike. That
24 was done during this case, your Honor.

1 THE COURT: What's that?

2 THE WITNESS: I misunderstood the question.

3 I'm sorry.

4 MR. HALL: I have no further questions.

5 THE COURT: Yes. Sustained.

6 MR. HALL: I have no further questions, your
7 Honor.

8 CROSS EXAMINATION

9 BY MR. MOORE:

10 Q Good afternoon, Miss Johns.

11 A Good afternoon.

12 Q You have which binder in front of you? 1
13 through 55; is that right?

14 A 1 through 55, yes.

15 Q Did I hear you correctly when you testified
16 you mentioned that you had sat down with your seller
17 before they had obtained an appraisal?

18 A That is correct.

19 Q You would agree with me that the appraisal in
20 this case was obtained on September 5th, 2012?

21 A I don't know the date. I'm sorry.

22 Q If I represented to you that is the date on
23 the appraisal do you have any reason to disagree?

24 A It doesn't -- I wouldn't. But it doesn't

1 necessarily mean that's when I took the listing, yes.

2 Q But you testified that you met with them
3 before the appraisal was done?

4 A That is correct.

5 Q That would have been before September 5th?

6 A That is correct.

7 Q And you mentioned that they had filled out
8 some forms with you; is that right?

9 A That is correct.

10 Q And did they fill out the residential listing
11 form that is exhibit -- Exhibit 60? I don't think you
12 have that. If you don't, I'll grab it. May I approach,
13 your Honor?

14 THE COURT: Go ahead.

15 BY MR. MOORE:

16 Q Is this okay?

17 A Yeah.

18 Q Do you see Exhibit 60?

19 A I do.

20 Q Did they fill out that form before the
21 appraisal was had?

22 A Yes.

23 Q And so the handwriting was done before
24 September 5th?

1 A The handwriting was done -- I'm sorry. I
2 don't understand your question.

3 Q The handwriting on this form was that done
4 before September 5th?

5 A It says it was done on September 21st.

6 Q But you mentioned, you just said, you just
7 testified to me that they filled out this form before
8 they had obtained the appraisal?

9 A That is correct. Well, they could have come
10 to my office and filled it out. I don't remember. There
11 was a lapse there where they didn't want to put in the
12 price until they had their appraisal.

13 Q And so the handwriting on this form was
14 filled out before September 21st?

15 A It was, according to this, the 21st.

16 Q But you mentioned that you filled out this
17 form before the appraisal, right?

18 THE COURT: When was the appraisal?

19 MR. MOORE: September 5th.

20 THE WITNESS: Well, they would have come into
21 my office to do their final signatures and it says right
22 here they did it on the 21st, I don't remember.

23 BY MR. MOORE:

24 Q But you mentioned, you testified, I believe

1 twice already, that this form was filled out before the
2 appraisal?

3 A It could have been filled out, yes. It may
4 not have been signed to basically allow me to list it
5 until the 21st. Because they could have backed out if it
6 didn't appraise.

7 Q And the reason I ask that question is because
8 on page 3 of Exhibit 60 it says, "Agent requests
9 appraisal be done to verify pertinent info."

10 A I'm sorry. Where are you at on that?

11 Q Page 3 of Exhibit 60. It is in the upper
12 third, underneath the main house. It says, "The agent
13 requests appraisal be done to verify pertinent info."

14 A I'm sorry. Where are you seeing this?

15 Q The upper third of the document on page
16 three, R-E-Y 29 at the bottom. The upper third of that
17 document. Do you see, "Agent requests appraisal be done
18 to verify pertinent information"?

19 A Correct.

20 Q So you -- when you filled out this form it
21 was before the appraisal. So you informed them that they
22 should get an appraisal?

23 A Correct.

24 Q To verify the pertinent information related

1 to the square footage of the house?

2 A It doesn't say square footage. It says
3 pertinent information.

4 Q But the information just above that sentence
5 is the square footage of the house?

6 A That's the square footage they gave me. But
7 that wasn't to verify it from the appraisal, no.

8 Q What other pertinent information is
9 referenced in these MLS remarks?

10 A It is the price. That was just notes to
11 myself.

12 Q Is the price in here?

13 A No, because we hadn't gotten it yet.

14 Q Would you turn back to Exhibit 59?

15 A Yes.

16 Q Do you recognize this document?

17 A I do.

18 Q Is it a document that you disclosed to your
19 clients --

20 A It is.

21 Q -- in this case?

22 It is entitled Duties Owed By Nevada Real
23 Estate Agent?

24 A It is.

1 Q Does it provide that a Nevada real estate
2 agent under Section A (3), "Shall disclose to each party
3 to the real estate transaction as soon as practicable any
4 material and relevant facts, data or information which
5 licensee knows or with reasonable care and diligence the
6 licensee should know about the property and each source
7 from which licensee would receive compensation"?

8 Did I read that correctly?

9 A Yes.

10 Q And you agree with that statement?

11 A Yes.

12 Q Could you turn to Exhibit 69?

13 A Yes.

14 Q That's the wrong -- document. I apologize.
15 Can you refer back to Exhibit 60?

16 A 60?

17 Q Yes.

18 A Okay.

19 Q Looking at this document about in the middle
20 of the document?

21 A On which page?

22 Q On the first page, R E Y 27. Where it says
23 the total living space amounts. Do you see that?

24 A Yes.

1 Q Next to that it says source of square footage
2 and it is checked owner and appraiser; is that right?

3 A That's correct.

4 Q Would you turn to Exhibit 64? Exhibit 64 is
5 portions of the appraisal that was obtained by your
6 clients in this case?

7 A I would assume so.

8 Q And it is dated at the top of the first page
9 JJVL 031 as September 5th, 2012?

10 A Correct.

11 Q Did you give this to your attorney?

12 A This appraisal?

13 Q Yes.

14 A No, I did not.

15 Q Never?

16 A Never.

17 Q How did your attorney get it and produce it
18 in this case?

19 A Through this -- just like I'm getting stuff
20 through this lawsuit, I assume, or from the Reynolds's
21 attorney. I don't know.

22 Q How did your attorney produce this and assert
23 it was part of your file with his initial disclosures
24 made in this matter?

1 A I have no idea. He asked me for all of my
2 files and then he put together his file. This document
3 was not in my file.

4 Q Exhibit 3, you mentioned -- you testified
5 that --

6 A I'm sorry, Exhibit 3?

7 Q Yes.

8 A Going back?

9 Q It is going to be in the first binder.

10 A Yes.

11 Q You mentioned at the time that counteroffer
12 and offer were made in this case that you were bedridden;
13 is that right?

14 A Yes.

15 Q And that Mr. Johns was dealing with the offer
16 and the counteroffer; isn't that right?

17 A Correct, but I had my laptop, yes.

18 Q Exhibit 3 is in your handwriting, is it not?

19 A It is.

20 Q You also mentioned in this case that during
21 the process there was a prequalification issue that the
22 Lindbergs could not become qualified because they were
23 adding their mother, Mr. Lindberg's mother, to the
24 transaction. Do you recall testifying to that?

1 A No. What I said was there was a reason why
2 she was added, either for qualification purposes or down
3 payment purposes. I have no idea why she was added.

4 Q And you mentioned that the qualification
5 process was stalled because of that?

6 A I don't know if it was stalled, no. I just
7 said she was added eventually. She wasn't a part of the
8 original offer.

9 Q Was it not your testimony just now in this
10 courtroom that the issue -- that the issue of
11 qualification stalled this transaction?

12 A It didn't stall the transaction. She was
13 added at some point. The transaction still proceeded
14 forward.

15 Q Could you look at Exhibit 61?

16 61 has not been admitted. I would move to
17 admit it. And the same with 59, your Honor. I
18 apologize.

19 THE COURT: Any objection to 59 or 61?

20 MR. HALL: No objection.

21 BY MR. MOORE:

22 Q Do you recognize this document?

23 A I am assuming it was attached to the offer
24 and acceptance letter.

1 Q And it is a prequalification letter saying
2 that my clients, solely Mr. and Mrs. Lindberg, are
3 qualified in this matter?

4 A That was attached to the offer, correct.

5 MR. HALL: No objection to Exhibit 61. What
6 was the other --

7 THE COURT: 59.

8 MR. MOORE: 59. Isn't it true that
9 Mrs. Lindberg is John Lindberg's mother.

10 THE COURT: No objection. That will be
11 admitted.

12 BY MR. MOORE:

13 Q She was added to this transaction at the very
14 last minute?

15 A To be honest with you, I don't know when she
16 was added. I just know she was added.

17 Q Would you look at Exhibit 67?

18 A Yes.

19 Q Do you see this addendum to escrow
20 instructions that adds Judith L Lindberg as a buyer?

21 A Yes.

22 Q And it is dated February 28th, 2013?

23 A Yes.

24 Q That was the date of closing, correct?

1 A Yes. But I wouldn't -- would have gotten
2 this document in my closing package. Because this would
3 have come from title.

4 Q So you would have only learned about
5 Mrs. Lindberg being added to the transaction either at
6 the very end or after this deal had closed?

7 A This was -- probably at the very end,
8 correct. She just was not on the initial approval --
9 pre-approval letter.

10 Q You testified that Mr. Lindberg and Mr. and
11 Mrs. Lindberg were responsible for the inspection of the
12 septic in this case?

13 A They ordered it, yes.

14 Q They were responsible for it?

15 A It was on their -- yes, they -- it was one of
16 their inspections.

17 Q You are familiar that in this case with
18 offers made in real estate transactions that a buyer or a
19 seller can indicate who is responsible for which
20 inspections in any given case, aren't you?

21 A Only for payment. But they can request or
22 waive any inspection.

23 Q And who is responsible to pay for and get
24 this inspection in this case?

1 A The seller was responsible for payment. It
2 was the responsibility of the buyer to order its
3 inspections.

4 Q Where does it say that?

5 A That's just a normal protocol. You can't --
6 the buyer doesn't own the real estate. So some agencies
7 like McKay, some agencies like Waters, will not allow a
8 person who doesn't own a house to order an inspection.
9 It is not their house.

10 Q In this case, isn't it true that in the offer
11 my clients requested a septic pumping and a septic
12 inspection and it was to be paid for by the seller?

13 A That is correct.

14 Q During your testimony just now I heard you
15 testify -- I counted it. I counted it -- I heard you
16 testify three times that you never got the Notice of
17 Required Repairs in this case?

18 A That is correct.

19 Q That's not true, is it?

20 A I have never seen the Notice of Required
21 Repairs in this case.

22 Q Would you turn to Exhibit 70 please? And
23 could you turn to JJVL -- I believe it is 1, 2, 3?

24 A Okay.

1 Q Do you see that document?

2 A Yes.

3 Q Is it an e-mail from you dated February 13th,
4 2013, to Brian Kincannon?

5 A Yes.

6 Q And does it state at the very top, "As per
7 the Notice of Required Repairs received on December 12th,
8 2013."? Does it state that?

9 A It does, but I never received them.

10 Q What are you talking about right here?

11 A --

12 Q What are you talking about? "As per the
13 Notice of Required Repairs received on February 12th,
14 2013"?

15 A It says he was going to submit a Notice of
16 Repairs. I never got them.

17 Q It says, "As per the Notice of Required
18 Repairs received on February 12th, 2013," right?

19 A I never received them.

20 Q Right.

21 A It says that, yes; but we never got them.

22 Q Your e-mail is dated February 13th, 2013?

23 A Correct.

24 Q And then here it says -- you mentioned -- you

1 said in your testimony in this case that, "My clients
2 decided to put a reverse osmosis system on both houses."

3 A Uh-huh (affirmative).

4 Q That's actually not true. That was an offer
5 by your client after the Notice of Required Repairs came
6 in and showed that these were necessary?

7 A No, that's not correct.

8 Q Let's read the rest of your e-mail. "At this
9 juncture the seller is willing to do the following repair
10 items. Raise well casing above grade and bring to code.
11 Installed new 366 pressure tank. 2250.02 HVAC return air
12 filter. Fix gas valve leak. Install reverse osmosis
13 system in both houses." Did I read that correct?

14 A You did.

15 Q You also claim in this case that my client
16 had limited the repairs that would be needed to \$500.
17 Right?

18 A Correct.

19 Q That's not true either, is it?

20 A It is on the counteroffer.

21 Q Well, you said that my client listed the
22 repairs to \$500.

23 A That was on the counteroffer. That's what we
24 countered.

1 Q But that's not on the offer?

2 A They asked for -- more repairs. The
3 counteroffer said they would only pay up to \$500. They
4 asked for \$2,500. And on the -- they asked for \$2,500
5 for repairs. The counteroffer said we would only pay up
6 to \$500.

7 Q But you testified that my client had stated
8 that they would only --

9 A What I probably meant was he agreed to it.

10 MR. MOORE: No further questions.

11 MR. HALL: Nothing further from me, your
12 Honor.

13 THE COURT: All right. Thank you. You are
14 finished and you may step down.

15 MR. HALL: I'm afraid -- I believe I'm out of
16 witnesses. I don't a witness available, your Honor.

17 THE COURT: Who is your next witness?

18 MR. HALL: Gloria Brewbick.

19 THE COURT: Were they out there before?

20 MR. HALL: I thought she was. I don't know if
21 she --

22 THE COURT: How many more witnesses do you
23 have?

24 MR. HALL: I need to discuss that with my

1 client. But probably just her.

2 THE COURT: Okay.

3 MR. MOORE: Your Honor, if I may, Gloria
4 Brewbick was the subject of a --

5 THE COURT: Is that the next witness.

6 MR. MOORE: -- a Motion in Limine by my
7 office. She -- the court limited her ability to testify
8 about what actually happened in this case, not about what
9 should happen in any given action. I believe you granted
10 that Motion in Limine.

11 MR. HALL: That's not a problem. I wouldn't
12 go there anyway.

13 THE COURT: I guess we'll go into adjournment
14 and pick up tomorrow. Do you want to call her?

15 MR. HALL: I'm sorry?

16 THE COURT: Do you want to call her?

17 MR. HALL: Do you have her number?

18 THE WITNESS: Are we calling her as a witness
19 or calling her on the phone? Do you want to see if she
20 can come over is that what we are asking?

21 THE COURT: If she was here and left we can
22 pick up again tomorrow. If you are not going to call
23 her, then I guess you both rest.

24 THE WITNESS: May I use the restroom?

1 (At this time a recess was taken.)

2 THE COURT: Be seated please. Your witness is
3 not available?

4 MR. HALL: She has gone into an escrow
5 closing, your Honor. I spoke with her directly and she
6 said it would be very inconvenient for her to leave. She
7 did say she could be available at 11 o'clock tomorrow.
8 Mr. Moore said 11 o'clock is fine with him.

9 THE COURT: 11 o'clock?

10 MR. HALL: Yes.

11 THE COURT: That's okay with me. Do you want
12 to argue this case tomorrow?

13 MR. MOORE: Yes. I think so. I believe
14 that's their last witness.

15 MR. HALL: We'll argue.

16 MR. MOORE: I'm ready to go.

17 THE COURT: Okay. As far as that order, she
18 was included with a bunch of other people.

19 MR. MOORE: Right.

20 THE COURT: And it was denied as far as she is
21 concerned.

22 MR. MOORE: I thought your Honor --

23 MR. HALL: She was excluded?

24 THE COURT: She was excluded from the --

1 MR. MOORE: Right.

2 THE COURT: But it says she was involved in
3 the -- was involved in the underlying case. So her
4 testimony based on her observations of the underlying
5 case are admissible.

6 MR. MOORE: That's what I meant to say.

7 THE COURT: Okay. That's the area.

8 MR. MOORE: Yes.

9 THE COURT: Okay.

10 MR. HALL: Okay.

11 THE COURT: So then we'll see you tomorrow
12 morning at 11 o'clock. You can leave the stuff here, if
13 you want, because nobody is coming in tomorrow.

14

15

16 (At this time the foregoing proceedings concluded.)

17

18

19

20

21

22

23

24

1 STATE OF NEVADA)
2)
3 COUNTY OF WASHOE)

4 I, Joan Marie Dotson, Certified Shorthand
5 Reporter of the Second Judicial District Court of the
6 State of Nevada, in and for the County of Washoe, do
7 hereby certify:

8 That I was present in Department No. 3 of
9 the above-entitled Court and took stenotype notes of the
10 proceedings entitled herein, and thereafter transcribed
11 the same into typewriting as herein appears;

12 That the foregoing transcript is a full,
13 true and correct transcription of my stenotype notes of
14 said proceedings.

15 DATED: At Reno, Nevada, this 9th of April,
16 2019.

17
18 /s/ Joan Marie Dotson

19 Joan Marie Dotson, CSR No. 102
20
21
22
23
24

#	87:10, 90:13, 95:24, 96:1	24 [2] - 58:11, 97:20	6	56:22, 67:17, 78:10
#102 [1] - 1:22	12th [3] - 121:7, 121:13, 121:18	25 [2] - 49:5, 49:6	6 [1] - 26:7	accommodate [1] - 30:17
\$	13th [2] - 121:3, 121:22	250 [2] - 16:12, 26:9	60 [6] - 110:11, 110:18, 112:8, 112:11, 114:15, 114:16	according [3] - 37:2, 78:11, 111:15
\$1,500 [1] - 84:21	14 [2] - 51:5, 51:15	27 [1] - 114:22	61 [4] - 117:15, 117:16, 117:19, 118:5	accurate [4] - 32:19, 55:1, 101:9, 107:22
\$100 [2] - 73:9, 73:11	15 [7] - 7:5, 7:20, 8:9, 26:8, 54:11, 54:12, 78:4	28 [4] - 59:19, 59:20, 59:21, 60:20	63 [5] - 34:8, 34:9, 34:15, 35:8, 35:9	acquaintances [1] - 71:3
\$2,500 [2] - 123:4	15,000 [2] - 28:8, 31:16	28th [1] - 118:22	64 [6] - 3:6, 34:10, 68:14, 68:17, 115:4	acquainted [2] - 98:18, 106:2
\$385,000 [1] - 38:2	15,000-gallon [1] - 82:13	29 [1] - 112:16	645 [1] - 15:21	acre [14] - 13:10, 14:4, 14:6, 16:18, 20:2, 20:6, 24:2, 25:14, 25:18, 26:20, 29:7, 32:22, 32:23, 33:6
\$390,000 [1] - 73:9	1500 [2] - 16:11, 16:14	3	645.252 [3] - 17:21, 24:21, 25:1	acreage [3] - 14:1, 14:3, 57:21
\$395,000 [1] - 73:9	1500-gallon [1] - 82:12	3 [11] - 1:13, 83:24, 84:1, 112:8, 112:11, 114:2, 116:4, 116:6, 116:18, 120:23, 127:8	67 [1] - 118:17	acres [5] - 15:4, 22:24, 23:4, 28:1, 32:9
\$400,000 [5] - 35:18, 38:2, 73:4, 73:8, 73:12	16 [3] - 55:4, 55:5, 55:7	30 [3] - 6:2, 61:2, 70:4	69 [2] - 3:9, 114:12	act [2] - 74:10, 101:16
\$5,000 [2] - 64:3, 108:22	160 [1] - 70:23	31 [3] - 44:5, 62:11, 62:24	7	action [2] - 57:24, 124:9
\$500 [9] - 84:6, 94:21, 94:22, 95:7, 122:16, 122:22, 123:3, 123:6	18 [2] - 55:18, 55:19	33 [2] - 63:4, 63:5	7 [3] - 97:20, 98:10, 105:4	actual [7] - 14:9, 14:13, 14:19, 48:14, 56:3, 57:5, 57:8
'	19 [1] - 3:5	365 [1] - 72:7	70 [1] - 120:22	ad [1] - 93:20
'13 [1] - 6:19	1994 [2] - 58:16, 58:17	366 [1] - 122:11	8	adamant [2] - 102:9, 102:20
'15 [1] - 6:19	1995 [2] - 5:9, 6:8	370 [1] - 72:7	80's [1] - 24:4	add [4] - 25:15, 25:24, 47:24, 85:24
'94 [2] - 56:14, 59:14	1:00 [1] - 1:19	375 [1] - 84:3	9	added [10] - 56:17, 68:3, 117:2, 117:3, 117:7, 117:13, 118:13, 118:16, 119:5
'96 [1] - 67:3	1st [1] - 83:4	385 [1] - 84:5	9 [3] - 14:16, 14:18, 98:11	addendum [1] - 118:19
'knew [1] - 19:10	2	3880 [1] - 106:13	90 [1] - 37:21	adding [1] - 116:23
'should [1] - 19:10	2 [6] - 12:19, 26:13, 40:8, 40:11, 105:4, 120:23	39 [1] - 3:5	934 [1] - 53:3	additional [7] - 11:23, 13:13, 24:5, 26:1, 26:9, 59:24, 74:9
'sign [1] - 86:4	20 [8] - 6:2, 41:24, 56:5, 56:6, 65:4, 68:22, 94:2	395 [2] - 38:4, 38:5	9417 [1] - 56:21	additionally [2] - 23:16, 26:10
/	2001 [1] - 5:15	399,900 [1] - 73:11	96355 [1] - 56:15	address [4] - 74:17, 83:13, 88:23, 92:5
/s [1] - 127:18	2011 [1] - 7:16	3rd [1] - 83:8	97 [1] - 6:6	adds [1] - 118:20
0	2012 [5] - 33:12, 53:11, 83:5, 109:20, 115:9	4	9th [1] - 127:15	adequacy [1] - 18:19
0034 [1] - 59:6	2013 [7] - 33:24, 118:22, 121:4, 121:8, 121:14, 121:18, 121:22	4 [9] - 3:5, 16:11, 26:7, 83:24, 84:21, 87:10, 95:11, 96:1, 96:22	A	adequate [3] - 16:8, 17:17, 39:13
0035 [1] - 59:10	2015 [1] - 44:6	4-28 [1] - 58:16	abandon [1] - 50:5	adjoinment [1] - 124:13
031 [1] - 115:9	2016 [2] - 28:14, 70:12	40 [1] - 63:16	abandoned [1] - 49:19	admissible [1] - 126:5
040 [1] - 59:6	2017 [1] - 70:12	41 [1] - 3:6	abandoning [1] - 49:10	admit [1] - 117:17
1	2018 [2] - 1:19, 4:1	4185 [1] - 1:1	ability [1] - 124:7	admitted [7] - 33:17, 34:1, 54:6, 54:9, 60:24, 117:16, 118:11
1 [8] - 22:7, 75:13, 75:15, 75:22, 75:23, 109:12, 109:14, 120:23	2019 [1] - 127:16	42 [2] - 51:24, 52:1	able [4] - 30:16, 43:18, 91:9, 101:16	advertise [2] - 20:15, 23:15
1,000 [5] - 14:23, 15:5, 25:23, 28:6, 28:15	20th [1] - 33:23	43 [5] - 52:13, 52:15, 54:5, 68:14, 68:17	above-entitled [1] - 127:9	advertised [1] - 25:24
1.12 [3] - 14:3, 15:4, 23:4	21 [1] - 5:12	45 [3] - 70:23, 98:23	acceptance [4] - 10:16, 34:2, 90:13, 117:24	
1.14 [1] - 22:24	21-day [1] - 90:13	4th [1] - 84:13	Acceptance [2] - 96:23, 100:15	
10 [4] - 44:2, 44:4, 54:5, 98:12	21st [2] - 1:19, 4:1	5	accepted [4] - 32:11, 32:24, 33:24, 84:14	
100 [1] - 48:7	21st [6] - 36:9, 111:5, 111:14, 111:15, 111:22, 112:5	5 [2] - 16:11, 69:3	access [3] - 49:12, 88:21, 98:15	
102 [1] - 127:19	22 [3] - 57:1, 57:2, 68:22	5,000-gallon [1] - 51:9	accessory [4] - 49:1,	
109 [1] - 3:9	2250.02 [1] - 122:11	50 [4] - 42:5, 42:6, 48:24, 49:1		
11 [7] - 45:8, 45:9, 125:7, 125:8, 125:9, 126:12	23 [3] - 57:11, 57:12, 60:20	500 [1] - 68:8		
11th [1] - 58:17		55 [2] - 109:13, 109:14		
12 [6] - 7:5, 26:20,		59 [5] - 113:14, 117:17, 117:19, 118:7, 118:8		
		5th [7] - 36:9, 109:20, 110:5, 110:24, 111:4, 111:19, 115:9		

<p>advertising ^[1] - 31:2</p> <p>advise ^[2] - 86:10, 86:12</p> <p>advised ^[2] - 96:16, 104:5</p> <p>affirmative ^[2] - 18:14, 122:3</p> <p>afraid ^[1] - 123:15</p> <p>afternoon ^[4] - 4:20, 60:14, 109:10, 109:11</p> <p>agencies ^[2] - 120:6, 120:7</p> <p>agency ^[1] - 105:19</p> <p>Agent ^[1] - 113:23</p> <p>agent ^[57] - 18:24, 19:8, 20:4, 23:5, 24:11, 24:20, 24:22, 25:3, 25:17, 30:9, 30:13, 31:2, 32:1, 36:13, 39:5, 39:8, 39:9, 64:11, 70:16, 74:7, 76:17, 83:12, 83:16, 85:6, 85:8, 89:21, 89:22, 90:23, 91:8, 91:11, 92:21, 92:22, 93:22, 94:14, 94:15, 95:5, 96:4, 96:9, 96:16, 97:2, 99:15, 99:17, 100:2, 100:19, 101:12, 101:23, 104:2, 108:4, 108:7, 108:9, 112:8, 112:12, 112:17, 114:2</p> <p>agent's ^[2] - 23:8, 27:15</p> <p>agents ^[8] - 6:24, 8:2, 17:8, 17:12, 17:13, 85:15, 98:15, 104:15</p> <p>ago ^[2] - 6:18, 50:10</p> <p>agree ^[2] - 109:19, 114:10</p> <p>agreed ^[1] - 123:9</p> <p>agreement ^[3] - 73:18, 73:24, 74:12</p> <p>Agreement ^[1] - 100:15</p> <p>ahead ^[8] - 12:12, 12:16, 16:1, 44:1, 63:16, 86:17, 99:12, 110:14</p> <p>air ^[1] - 122:11</p> <p>AJ ^[4] - 12:8, 17:20, 19:3, 28:9</p> <p>alerted ^[1] - 14:21</p> <p>allow ^[4] - 46:21, 52:9, 112:4, 120:7</p> <p>allowed ^[9] - 13:11, 14:4, 74:15, 87:1, 98:14, 98:15, 98:16,</p>	<p>104:15, 108:10</p> <p>allowing ^[1] - 61:11</p> <p>allows ^[2] - 20:21, 83:15</p> <p>almost ^[1] - 41:24</p> <p>alteration ^[1] - 67:15</p> <p>alterations ^[1] - 22:14</p> <p>ambiguous ^[1] - 77:9</p> <p>American ^[1] - 90:19</p> <p>Amina ^[2] - 69:13, 69:23</p> <p>AMINA ^[3] - 3:9, 69:15, 69:23</p> <p>amount ^[5] - 31:12, 63:24, 94:20, 105:11, 107:1</p> <p>amounts ^[1] - 114:23</p> <p>analysis ^[3] - 71:8, 71:18, 79:8</p> <p>AND ^[1] - 1:7</p> <p>angle ^[1] - 101:5</p> <p>answer ^[6] - 18:5, 76:21, 77:3, 81:22, 82:1, 94:2</p> <p>answers ^[3] - 82:2, 82:10, 82:20</p> <p>anyway ^[1] - 124:12</p> <p>apartment ^[1] - 67:12</p> <p>APN ^[2] - 42:16, 79:15</p> <p>apologize ^[8] - 11:7, 22:9, 76:7, 85:1, 85:10, 89:4, 114:14, 117:18</p> <p>appliances ^[1] - 73:22</p> <p>application ^[6] - 20:23, 46:14, 52:4, 52:18, 52:22, 58:3</p> <p>applications ^[2] - 46:11, 47:2</p> <p>applied ^[1] - 58:16</p> <p>apply ^[1] - 39:8</p> <p>appointed ^[2] - 6:13, 6:17</p> <p>appraisal ^[67] - 33:7, 33:8, 33:10, 33:11, 33:20, 33:22, 34:7, 34:11, 35:4, 35:22, 36:2, 36:4, 36:6, 36:8, 36:16, 36:19, 37:5, 38:16, 38:22, 72:15, 72:17, 72:21, 72:24, 73:3, 73:17, 80:10, 80:13, 80:15, 80:17, 81:1, 81:2, 81:3, 81:7, 81:9, 85:18, 86:23, 90:24, 97:6, 97:9, 98:14, 98:17, 104:18, 104:21, 104:22, 104:23, 107:23, 109:17, 109:19,</p>	<p>109:23, 110:3, 110:21, 111:8, 111:12, 111:17, 111:18, 112:2, 112:9, 112:13, 112:17, 112:21, 112:22, 113:7, 115:5, 115:12</p> <p>appraisals ^[5] - 33:20, 37:11, 81:11, 98:16, 104:21</p> <p>appraise ^[1] - 112:6</p> <p>appraised ^[3] - 35:17, 72:12, 73:3</p> <p>appraiser ^[5] - 64:11, 79:22, 80:4, 101:17, 115:2</p> <p>appraiser's ^[1] - 35:21</p> <p>appraisers ^[1] - 72:13</p> <p>approach ^[3] - 12:14, 53:6, 110:12</p> <p>approaching ^[2] - 53:7, 101:4</p> <p>appropriate ^[3] - 23:9, 30:22, 36:15</p> <p>approval ^[9] - 46:14, 46:15, 47:7, 61:11, 61:14, 63:8, 85:20, 119:8, 119:9</p> <p>approvals ^[2] - 62:8, 62:9</p> <p>approve ^[5] - 78:7, 97:24, 98:7, 99:17, 100:13</p> <p>approved ^[6] - 21:15, 22:2, 45:12, 102:10, 102:21, 105:1</p> <p>April ^[1] - 127:15</p> <p>arc ^[2] - 50:12, 50:13</p> <p>architectural ^[2] - 55:8, 55:11</p> <p>area ^[7] - 71:11, 101:15, 101:22, 102:7, 104:6, 104:16, 126:7</p> <p>argue ^[2] - 125:12, 125:15</p> <p>arise ^[3] - 87:9, 91:12, 91:13</p> <p>Arnold ^[1] - 91:6</p> <p>arose ^[1] - 87:7</p> <p>arrived ^[1] - 21:19</p> <p>art ^[1] - 29:3</p> <p>as-built ^[4] - 46:3, 46:16, 55:9, 59:12</p> <p>aspects ^[1] - 19:2</p> <p>assert ^[1] - 115:22</p> <p>assertion ^[2] - 58:1, 102:13</p> <p>assessor ^[1] - 79:22</p> <p>assessor's ^[3] - 68:1,</p>	<p>79:16, 94:3</p> <p>assignment ^[1] - 10:7</p> <p>Associated ^[1] - 90:19</p> <p>association ^[2] - 7:9, 7:16</p> <p>Association ^[6] - 6:12, 7:12, 8:5, 70:7, 70:8, 70:9</p> <p>assume ^[4] - 13:18, 93:6, 115:7, 115:20</p> <p>assuming ^[5] - 13:19, 21:15, 93:5, 101:4, 117:23</p> <p>assumption ^[1] - 101:8</p> <p>attached ^[4] - 73:21, 99:16, 117:23, 118:4</p> <p>attend ^[1] - 88:16</p> <p>attendance ^[1] - 92:16</p> <p>attended ^[1] - 88:2</p> <p>attention ^[2] - 13:5, 71:1</p> <p>attorney ^[6] - 106:21, 106:24, 115:11, 115:17, 115:21, 115:22</p> <p>Attorney ^[2] - 2:5, 2:10</p> <p>attract ^[1] - 29:2</p> <p>August ^[1] - 68:22</p> <p>AUGUST ^[2] - 1:19, 4:1</p> <p>automatically ^[2] - 47:4, 79:19</p> <p>available ^[8] - 32:10, 32:23, 33:13, 71:13, 80:18, 123:16, 125:3, 125:7</p> <p>awarded ^[1] - 47:14</p> <p>awards ^[1] - 9:1</p> <p>aware ^[16] - 20:9, 21:11, 22:1, 33:4, 35:18, 65:20, 73:20, 76:2, 76:10, 76:14, 77:9, 77:11, 92:15, 98:21, 102:13, 108:13</p>	<p>basic ^[1] - 16:16</p> <p>Bates ^[1] - 59:3</p> <p>bathroom ^[3] - 39:22, 43:4, 43:5</p> <p>beautiful ^[2] - 79:2, 93:18</p> <p>became ^[3] - 5:13, 70:4, 108:20</p> <p>become ^[5] - 5:14, 29:18, 43:20, 70:10, 116:22</p> <p>bed ^[1] - 83:14</p> <p>bedridden ^[1] - 116:12</p> <p>bedroom ^[11] - 13:12, 13:20, 16:8, 16:12, 20:2, 24:1, 26:10, 39:22, 40:2, 40:19, 43:2</p> <p>bedrooms ^[20] - 10:23, 13:11, 13:13, 13:16, 13:22, 14:5, 16:7, 16:13, 23:14, 25:21, 25:22, 26:16, 28:1, 28:4, 39:16, 39:21, 40:2, 42:24, 103:19</p> <p>beforehand ^[1] - 61:17</p> <p>begin ^[2] - 14:2, 59:3</p> <p>beginning ^[2] - 34:20, 102:4</p> <p>begins ^[1] - 84:23</p> <p>behalf ^[4] - 4:14, 41:7, 69:16, 85:5</p> <p>bell ^[1] - 106:16</p> <p>below ^[2] - 34:22, 59:17</p> <p>benefit ^[1] - 8:2</p> <p>best ^[2] - 80:21, 103:16</p> <p>bet ^[1] - 44:13</p> <p>better ^[3] - 21:20, 74:23, 107:24</p> <p>between ^[6] - 38:13, 61:24, 82:3, 90:2, 92:1, 94:13</p> <p>beyond ^[3] - 38:18, 89:12, 103:16</p> <p>big ^[3] - 30:6, 30:12, 57:20</p> <p>bigger ^[1] - 24:8</p> <p>billing ^[1] - 63:21</p> <p>bin ^[1] - 66:17</p> <p>binder ^[3] - 12:19, 109:12, 116:9</p> <p>binding ^[1] - 84:18</p> <p>bit ^[2] - 71:20, 93:9</p> <p>blissing ^[1] - 46:22</p> <p>block ^[1] - 11:9</p> <p>blocking ^[1] - 11:3</p> <p>board ^[9] - 6:11, 47:6,</p>
--	--	---	---	---

B

backed ^[1] - 112:5
background ^[2] - 5:7, 98:21
bag ^[1] - 42:5
Bailey ^[1] - 72:13
bank ^[2] - 33:22, 36:3
bank's ^[1] - 38:16
barn ^[2] - 27:4, 67:18
base ^[1] - 30:5
based ^[4] - 83:9, 107:1, 107:2, 126:4

47:9, 58:2, 61:6, 74:15, 106:22, 106:24 Board [5] - 7:7, 8:7, 8:9, 57:23, 58:5 boards [1] - 104:5 Bob [1] - 56:10 book [1] - 75:16 bootlegged [1] - 54:24 bottom [6] - 34:20, 40:11, 56:19, 107:7, 107:8, 112:16 bought [2] - 41:18, 65:13 brain [1] - 104:14 break [2] - 60:14, 60:20 breaker [2] - 50:13 Brewbick [6] - 84:5, 98:6, 98:18, 99:13, 123:18, 124:4 Brewbick's [1] - 99:7 Brian [2] - 83:19, 121:4 briefly [1] - 70:1 bring [2] - 81:5, 122:10 bringing [1] - 46:4 broker [24] - 5:13, 5:14, 5:16, 5:19, 9:7, 23:2, 23:21, 24:20, 24:22, 30:14, 70:4, 70:10, 73:13, 73:14, 82:22, 82:24, 83:1, 83:12, 100:19, 101:12, 101:16, 101:23, 103:13, 104:2 broker's [2] - 8:16, 8:18 brokers [1] - 22:22 brother [2] - 78:20, 89:14 brought [1] - 82:5 Bruce [1] - 87:22 build [3] - 20:20, 67:11, 67:13 builder [1] - 59:11 building [59] - 20:23, 21:2, 22:15, 42:2, 42:4, 42:10, 42:15, 42:17, 42:19, 43:7, 43:9, 43:11, 43:12, 43:15, 43:19, 43:21, 43:22, 44:7, 44:17, 44:22, 46:2, 46:4, 46:5, 46:15, 47:4, 49:1, 49:2, 51:1, 51:3, 53:2, 53:6, 53:8, 53:9, 53:10, 53:14, 53:17, 54:1, 54:19, 56:4, 56:13, 56:15, 57:5, 57:9, 58:12, 59:22, 60:5, 60:6, 60:7, 60:9, 65:15, 66:5, 66:11, 67:2, 67:4, 67:10, 67:23, 77:16, 78:10, 91:5 Building [7] - 46:6, 46:24, 52:18, 55:15, 62:7, 102:9, 102:21 building/garage [1] - 66:12 buildings [5] - 14:7, 27:13, 29:21, 30:11, 106:14 built [7] - 46:3, 46:16, 46:17, 47:18, 55:9, 58:15, 59:12 bunch [1] - 125:18 business [2] - 41:21, 98:22 busy [1] - 82:11 buy [1] - 27:17 buyer [56] - 17:14, 21:11, 22:1, 22:4, 29:1, 29:24, 32:14, 36:20, 36:22, 37:5, 37:20, 38:14, 74:6, 74:8, 76:19, 76:24, 77:24, 78:6, 80:14, 80:22, 81:5, 81:6, 81:8, 81:24, 82:17, 85:11, 85:13, 87:10, 87:19, 87:20, 88:5, 88:12, 88:20, 89:21, 90:10, 91:4, 91:9, 94:13, 94:24, 95:13, 95:19, 95:21, 97:15, 97:16, 98:17, 99:14, 100:2, 102:16, 104:21, 104:23, 107:15, 107:23, 118:20, 119:18, 120:2, 120:6 buyer's [14] - 39:8, 39:9, 88:11, 89:17, 89:21, 89:22, 90:23, 92:21, 94:14, 96:16, 97:2, 97:6, 98:17, 99:15 buyers [14] - 29:21, 30:1, 30:8, 32:11, 32:24, 33:14, 37:4, 86:24, 87:21, 98:1, 98:8, 100:13, 106:3, 106:4 BY [38] - 4:19, 10:1, 11:13, 12:17, 16:2, 17:1, 18:17, 19:21, 22:18, 31:11, 31:21, 38:11, 39:2, 39:19, 41:12, 51:14, 54:10, 59:5, 61:1, 62:23, 64:6, 64:23, 69:21, 70:13, 76:20, 91:19, 93:8, 94:7, 96:2, 99:11, 104:10, 106:1, 108:12, 109:9, 110:15, 111:23, 117:21, 118:12	41:12, 51:14, 54:10, 59:5, 61:1, 62:23, 64:6, 64:23, 69:21, 70:13, 76:20, 91:19, 93:8, 94:7, 96:2, 99:11, 104:10, 106:1, 108:12, 109:9, 110:15, 111:23, 117:21, 118:12	C C-A-R-T-I-N-E-L-L-A [1] - 5:2 C-O-H-E-N [1] - 41:15 calculations [2] - 59:9, 59:12 cannot [6] - 20:5, 48:19, 49:1, 82:1, 83:2, 102:6 capable [1] - 18:23 capacity [5] - 28:2, 68:3, 90:5, 92:2, 105:11 car [1] - 29:13 care [2] - 95:6, 114:5 cared [2] - 79:3, 79:4 career [1] - 9:1 CARMAZZI [1] - 69:15 Carmazzi [1] - 69:23 carried [1] - 51:2 CARTINELLA [2] - 3:5, 4:13 Cartinella [11] - 4:11, 4:20, 5:1, 5:3, 9:6, 9:16, 10:2, 12:18, 39:4, 101:20, 105:3 Case [1] - 1:12 case [53] - 5:6, 10:3, 10:6, 12:8, 15:2, 15:16, 18:18, 23:2, 25:5, 33:12, 33:15, 33:22, 36:23, 39:20, 42:8, 45:1, 49:17, 60:11, 65:9, 65:10, 85:19, 85:20, 87:21, 91:3, 95:1, 96:10, 98:9, 99:20, 99:23, 100:6, 105:20, 107:15, 108:24, 109:20, 113:21, 115:6, 115:18, 116:12, 116:20, 119:12, 119:17, 119:20, 119:24, 120:10, 120:17, 120:21, 122:1, 122:15, 124:8, 125:12, 126:3, 126:5 casing [1] - 122:10 category [1] - 12:2	caught [1] - 14:2 Centennial [1] - 71:18 Century [1] - 5:12 certain [14] - 14:12, 16:16, 17:16, 19:1, 19:8, 20:17, 21:2, 21:21, 23:7, 24:15, 33:18, 36:23, 49:10, 100:22 certainly [3] - 16:10, 23:24, 35:20 certificate [1] - 66:20 certification [2] - 84:8, 84:11 certified [3] - 71:8, 84:9, 84:12 Certified [1] - 127:4 certify [1] - 127:7 chairman [1] - 70:6 change [3] - 38:6, 55:2, 102:8 changed [5] - 20:3, 40:4, 67:7, 67:9, 78:3 changes [1] - 26:4 changing [1] - 27:4 check [3] - 16:10, 20:13, 69:3 checked [4] - 16:15, 17:14, 20:24, 115:2 choice [2] - 87:21, 90:16 chose [1] - 100:15 City [1] - 56:11 city [1] - 22:15 claim [1] - 122:15 clarified [1] - 32:2 clarify [2] - 20:3, 68:2 clause [1] - 95:10 clear [2] - 19:10, 23:12 clearly [3] - 14:14, 14:23, 24:1 client [10] - 25:13, 33:24, 37:19, 72:10, 73:20, 122:5, 122:15, 122:21, 123:7, 124:1 clients [5] - 113:19, 115:6, 118:2, 120:11, 122:1 close [13] - 21:12, 32:2, 32:4, 32:10, 32:24, 34:5, 38:2, 62:20, 65:4, 78:4, 97:14, 99:16, 106:3 closed [2] - 34:4, 119:6 closing [9] - 35:23, 35:24, 99:20, 100:1, 100:5, 108:14, 118:24, 119:2, 125:5	co [1] - 70:6 co-chairman [1] - 70:6 Cocker [1] - 106:22 code [10] - 26:3, 45:11, 47:12, 49:3, 49:6, 50:14, 52:10, 53:11, 93:19, 122:10 Code [1] - 1:1 COHEN [2] - 3:6, 41:6 Cohen [2] - 41:4, 41:15 coming [3] - 20:20, 101:5, 126:13 comments [3] - 13:5, 13:6, 56:18 commercial [3] - 5:21, 6:5, 42:5 Commission [1] - 31:7 commission [1] - 85:15 Commissioner [3] - 6:14, 6:15, 6:20 commissioner [2] - 7:2, 7:4 commissions [1] - 31:6 committee [1] - 8:13 committees [4] - 7:8, 7:10, 7:14, 70:5 common [1] - 64:10 communicate [2] - 83:16, 83:20 communicating [2] - 58:6, 83:11 communication [1] - 28:12 comp [1] - 79:7 companies [1] - 71:10 company [13] - 41:22, 41:23, 42:1, 43:9, 44:8, 51:8, 71:9, 72:3, 84:17, 86:5, 89:23, 90:18, 91:6 Company [1] - 71:19 comparable [4] - 71:9, 71:11, 71:19, 72:2 compared [1] - 6:5 compensate [1] - 108:18 compensation [1] - 114:7 competent [2] - 99:1, 99:2 Complaint [3] - 10:10, 11:20, 12:5 complete [3] - 55:9, 55:15, 67:8 completed [10] - 43:17, 55:24, 58:24, 72:16, 78:9, 84:15,
---	---	--	---	---

86:8, 95:12, 100:4, 100:12 compliance [2] - 8:4, 45:12 complies [1] - 21:1 comply [2] - 25:23, 105:18 components [1] - 36:15 computer [1] - 79:17 concern [5] - 13:9, 23:18, 93:13, 94:23, 103:13 concerned [3] - 16:6, 95:5, 125:21 concerning [3] - 22:20, 31:12, 31:23 concerns [4] - 13:14, 57:18, 93:2, 94:16 concluded [2] - 13:21, 126:16 concludes [1] - 68:11 conclusion [4] - 15:1, 15:22, 20:20, 32:16 condition [2] - 21:17, 96:4 conditions [8] - 38:8, 46:20, 49:23, 63:9, 63:11, 77:13, 78:23, 95:17 conduct [1] - 24:23 conducted [1] - 70:18 conducts [1] - 99:3 conform [1] - 33:2 conformance [1] - 33:5 connect [1] - 50:4 consent [1] - 74:10 considered [2] - 29:6, 49:20 considering [1] - 65:7 consist [1] - 97:12 construction [5] - 22:14, 45:14, 45:15, 65:5, 77:15 consult [3] - 65:6, 65:11, 73:13 consultant [1] - 63:22 consumer [1] - 73:6 consummated [1] - 72:22 contact [3] - 42:7, 42:9, 92:3 contacted [2] - 89:1, 92:4 contacting [1] - 43:9 contained [1] - 32:18 contains [1] - 10:12 contaminates [1] - 48:13 contention [1] - 33:15	continue [1] - 60:18 continued [1] - 93:4 contract [2] - 84:19, 95:11 contracting [2] - 41:20, 41:23 contractor [4] - 41:17, 64:10, 68:6, 103:3 conversations [2] - 108:2, 108:6 conversion [5] - 53:1, 55:10, 57:6, 67:4, 67:23 convert [1] - 56:3 converted [2] - 66:5, 103:2 converting [2] - 27:12, 57:9 conveyed [4] - 77:17, 93:14, 102:19, 102:24 cooling [1] - 87:12 coordinate [1] - 87:20 copy [7] - 72:23, 78:2, 79:8, 84:22, 92:6, 92:9, 97:23 correct [41] - 20:22, 21:18, 26:17, 28:3, 32:12, 33:1, 33:2, 33:3, 33:18, 35:13, 39:18, 43:14, 45:6, 45:19, 62:1, 65:2, 77:23, 82:21, 101:10, 106:15, 109:18, 110:4, 110:6, 110:9, 111:9, 112:19, 112:23, 115:3, 115:10, 116:17, 118:4, 118:24, 119:8, 120:13, 120:18, 121:23, 122:7, 122:13, 122:18, 127:13 corrected [2] - 31:14, 32:2 correction [2] - 58:22, 59:10 corrections [1] - 58:23 correctly [2] - 109:15, 114:8 cost [6] - 44:16, 45:11, 62:19, 84:6, 95:15, 106:8 counsel [5] - 4:3, 38:10, 60:13, 62:12, 104:5 Counsel [1] - 8:11 counted [2] - 120:15 counter [1] - 84:4 countered [1] - 122:24	counteroffer [11] - 33:24, 34:3, 83:23, 84:2, 84:22, 116:11, 116:16, 122:20, 122:23, 123:3, 123:5 county [35] - 10:18, 13:11, 16:16, 19:11, 19:24, 22:15, 23:22, 23:24, 25:9, 43:10, 44:17, 45:17, 46:4, 46:18, 47:15, 48:6, 48:9, 48:17, 49:21, 49:24, 50:19, 50:23, 53:5, 53:22, 54:2, 54:22, 55:16, 56:1, 56:11, 67:3, 67:21, 67:24, 105:14, 105:15, 105:19 COUNTY [2] - 1:7, 127:2 County [11] - 11:15, 14:3, 46:6, 49:4, 50:9, 52:20, 54:1, 54:21, 58:7, 59:23, 127:6 county's [2] - 10:20, 67:6 couple [4] - 44:21, 58:9, 60:4, 85:2 course [1] - 108:3 COURT [160] - 1:6, 4:3, 4:8, 9:18, 9:22, 11:3, 11:6, 11:8, 11:10, 12:16, 15:24, 16:23, 18:1, 18:4, 18:9, 18:13, 18:15, 19:20, 22:7, 26:12, 26:16, 26:18, 26:20, 26:23, 27:2, 27:9, 27:11, 27:24, 28:4, 28:7, 28:11, 28:14, 28:23, 29:3, 29:5, 29:14, 29:18, 30:1, 30:8, 31:5, 31:15, 31:20, 32:17, 33:10, 33:13, 33:17, 34:4, 34:6, 34:9, 34:11, 34:15, 34:17, 34:19, 35:1, 35:8, 35:10, 35:14, 35:17, 35:23, 36:1, 36:4, 36:7, 36:10, 36:20, 36:24, 37:2, 37:6, 37:15, 38:1, 38:5, 38:10, 38:21, 39:15, 40:22, 40:24, 41:3, 43:12, 51:6, 54:9, 59:3, 60:13, 60:16, 60:18, 60:24, 62:12, 62:15, 62:18, 62:22, 64:3, 64:18, 64:20, 68:12, 68:17, 68:19, 68:21,	68:24, 69:5, 69:10, 69:12, 70:10, 75:5, 75:7, 75:12, 75:16, 75:18, 75:20, 76:5, 87:5, 91:17, 93:7, 94:1, 95:23, 99:10, 100:17, 100:21, 101:1, 101:8, 101:11, 101:18, 101:20, 102:12, 102:20, 102:23, 103:4, 103:8, 104:1, 105:2, 105:9, 105:24, 106:10, 106:16, 108:2, 108:6, 108:11, 109:1, 109:5, 110:14, 111:18, 117:19, 118:7, 118:10, 123:13, 123:17, 123:19, 123:22, 124:2, 124:5, 124:13, 124:16, 124:21, 125:2, 125:9, 125:11, 125:17, 125:20, 125:24, 126:2, 126:7, 126:9, 126:11 Court [2] - 127:5, 127:9 court [1] - 124:7 court's [1] - 33:4 courtroom [2] - 4:7, 117:10 cover [2] - 107:6, 107:8 create [1] - 78:24 created [2] - 44:14, 64:9 creative [1] - 53:22 CROSS [4] - 3:3, 19:18, 64:5, 109:8 cross [1] - 64:18 CSR [2] - 1:22, 127:19 current [3] - 7:15, 52:10, 55:1 custom [2] - 103:19 CV15-00281 [1] - 1:12	121:22 DATED [1] - 127:15 David [1] - 57:15 days [5] - 34:5, 78:4, 78:5, 78:6, 101:16 dead [1] - 56:23 deadline [2] - 95:13, 96:21 deal [1] - 119:6 dealing [1] - 116:15 deals [1] - 106:2 deceiving [1] - 76:1 December [3] - 44:5, 83:4, 121:7 decided [1] - 122:2 dedicated [1] - 37:18 deemed [1] - 95:13 deep [1] - 88:1 defects [2] - 76:10, 77:14 Defendant [3] - 1:14, 3:8, 69:17 Defendants [1] - 2:9 definite [1] - 27:18 delivered [3] - 83:22, 91:23, 95:12 demand [3] - 108:17, 108:19, 108:21 demographics [1] - 71:10 demolition [1] - 44:6 denied [3] - 47:9, 58:23, 125:20 density [6] - 11:17, 11:24, 79:19, 94:5, 101:24, 102:1 department [2] - 47:10, 57:16 Department [18] - 46:7, 46:13, 46:14, 46:24, 47:5, 47:6, 47:10, 51:19, 52:9, 52:18, 54:23, 55:15, 57:16, 63:3, 63:9, 102:10, 102:21, 127:8 Department's [1] - 46:22 depict [1] - 40:15 depicting [1] - 40:11 deposit [3] - 69:4, 84:17, 95:21 Dept [1] - 1:13 depth [1] - 82:7 description [1] - 53:1 design [1] - 62:4 designation [1] - 101:24 destructive [1] - 45:16 detached [3] - 29:8, 29:9, 56:21
---	---	--	--	---

D

damage [1] - 77:13
damages [2] - 101:3,
108:18
data [1] - 114:4
date [6] - 36:8, 46:4,
74:16, 109:21,
109:22, 118:24
dated [6] - 44:5,
68:21, 115:8,
118:22, 121:3,

<p>detector [1] - 50:12</p> <p>detectors [1] - 50:11</p> <p>determine [4] - 8:1, 14:1, 20:14, 87:24</p> <p>determined [1] - 32:5</p> <p>detriment [1] - 32:14</p> <p>developing [1] - 108:13</p> <p>development [1] - 52:4</p> <p>device [1] - 48:10</p> <p>dialog [1] - 38:12</p> <p>difference [4] - 30:6, 38:9, 73:10, 73:12</p> <p>different [11] - 6:11, 10:23, 11:21, 11:22, 19:2, 24:15, 28:20, 28:21, 30:7, 47:3, 85:13</p> <p>dig [1] - 104:2</p> <p>diligence [4] - 90:14, 93:1, 106:5, 114:5</p> <p>DIRECT [4] - 3:3, 4:18, 41:11, 69:20</p> <p>direct [3] - 63:23, 71:1, 87:5</p> <p>directed [1] - 23:20</p> <p>direction [3] - 47:15, 105:13, 106:23</p> <p>directly [1] - 125:5</p> <p>Director [1] - 8:9</p> <p>Directors [1] - 8:8</p> <p>disagree [1] - 109:23</p> <p>disagreement [2] - 71:21, 71:24</p> <p>disciplinary [3] - 6:23, 7:3, 8:3</p> <p>disclose [12] - 9:12, 9:13, 17:15, 17:21, 39:12, 74:24, 77:6, 77:22, 78:8, 81:10, 101:3, 114:2</p> <p>disclosed [14] - 16:20, 17:3, 17:24, 18:6, 19:6, 19:15, 21:17, 21:19, 24:6, 32:1, 38:15, 39:6, 93:20, 113:18</p> <p>discloses [1] - 17:16</p> <p>disclosing [1] - 80:14</p> <p>disclosure [11] - 17:6, 18:12, 18:18, 18:22, 21:22, 22:6, 22:11, 22:12, 78:12, 101:9, 101:13</p> <p>Disclosure [8] - 74:14, 74:18, 75:11, 75:15, 75:23, 77:6, 103:6, 105:22</p> <p>disclosures [4] - 10:17, 17:7, 101:2,</p>	<p>115:23</p> <p>disconnect [1] - 50:3</p> <p>discovered [2] - 42:17, 42:19</p> <p>discrepancy [1] - 72:18</p> <p>discuss [4] - 78:15, 91:24, 94:11, 123:24</p> <p>discussing [2] - 32:8, 32:21</p> <p>dishwasher [1] - 74:21</p> <p>disposal [2] - 74:21, 77:20</p> <p>dispute [1] - 33:16</p> <p>distinguished [1] - 9:4</p> <p>District [1] - 127:5</p> <p>DISTRICT [2] - 1:6, 1:8</p> <p>docs [1] - 97:15</p> <p>doctor [2] - 71:4</p> <p>doctors [1] - 83:6</p> <p>document [20] - 12:22, 13:1, 14:21, 57:7, 61:3, 74:9, 74:16, 78:1, 97:19, 112:15, 112:17, 113:16, 113:18, 114:14, 114:19, 114:20, 116:2, 117:22, 119:2, 121:1</p> <p>documentation [2] - 79:13, 85:19</p> <p>documents [23] - 10:4, 10:8, 10:9, 10:14, 11:19, 12:4, 12:13, 14:11, 14:13, 14:24, 16:15, 21:8, 31:19, 58:20, 59:1, 59:7, 61:22, 72:20, 72:21, 73:1, 86:8, 97:1, 99:16</p> <p>dollars [1] - 94:20</p> <p>Don [1] - 59:21</p> <p>done [53] - 5:21, 6:9, 14:20, 17:11, 23:7, 24:7, 33:23, 36:2, 36:6, 36:16, 37:17, 55:23, 58:22, 62:9, 65:17, 65:21, 66:9, 67:19, 67:20, 71:15, 74:2, 78:5, 80:2, 87:9, 88:16, 90:9, 90:20, 90:22, 91:7, 92:21, 93:2, 93:17, 95:1, 96:9, 96:17, 96:22, 97:1, 97:17, 99:22, 100:2, 104:21, 105:21, 105:23, 108:24, 110:3, 110:23, 111:1, 111:3, 111:5,</p>	<p>112:9, 112:13, 112:17</p> <p>Dotson [4] - 1:22, 127:4, 127:18, 127:19</p> <p>doubt [2] - 74:19, 76:11</p> <p>down [14] - 34:19, 41:1, 44:18, 44:21, 49:15, 62:2, 73:18, 73:19, 82:11, 82:12, 85:23, 109:16, 117:2, 123:14</p> <p>downstairs [1] - 43:3</p> <p>drawing [1] - 47:11</p> <p>drawings [7] - 53:24, 55:9, 55:13, 55:21, 58:4, 59:13</p> <p>drive [1] - 29:19</p> <p>Drive [2] - 8:21, 8:22</p> <p>drop [1] - 93:9</p> <p>drywall [1] - 66:18</p> <p>due [4] - 57:21, 90:14, 92:24, 106:5</p> <p>dug [1] - 88:14</p> <p>duly [3] - 4:15, 41:8, 69:17</p> <p>during [18] - 42:16, 58:7, 66:4, 68:7, 70:15, 81:3, 81:5, 81:14, 82:21, 85:21, 92:24, 96:14, 99:7, 103:2, 108:2, 108:24, 116:20, 120:14</p> <p>Duties [5] - 74:4, 74:11, 85:7, 85:8, 113:22</p> <p>duties [7] - 9:9, 9:11, 9:17, 17:21, 19:4, 85:5, 96:4</p> <p>dwelling [16] - 46:8, 46:10, 46:21, 47:7, 47:22, 48:5, 48:19, 48:20, 53:21, 55:10, 55:14, 56:22, 57:10, 57:21, 58:14, 61:12</p>	<p>easiest [1] - 80:15</p> <p>easy [1] - 23:12</p> <p>educational [2] - 6:22, 9:20</p> <p>effect [2] - 22:19, 104:22</p> <p>effective [1] - 44:16</p> <p>eight [1] - 34:5</p> <p>either [11] - 11:5, 11:6, 12:8, 44:24, 70:22, 79:18, 85:23, 100:11, 117:2, 119:5, 122:19</p> <p>elect [1] - 84:1</p> <p>elected [3] - 83:23, 84:4, 87:10</p> <p>electric [1] - 73:22</p> <p>electrical [4] - 45:17, 51:4, 66:16, 76:13</p> <p>end [5] - 47:5, 58:19, 59:2, 119:6, 119:7</p> <p>ended [2] - 46:21, 48:2</p> <p>endless [2] - 27:9, 105:7</p> <p>ensure [3] - 17:23, 18:11, 19:5</p> <p>entered [1] - 5:10</p> <p>entire [2] - 53:10, 66:11</p> <p>entities [2] - 47:3, 58:7</p> <p>entitled [4] - 95:20, 113:22, 127:9, 127:10</p> <p>escrow [31] - 21:12, 32:3, 32:5, 32:11, 32:24, 78:4, 84:5, 84:16, 84:17, 84:20, 84:23, 85:17, 86:18, 86:20, 97:2, 97:14, 97:15, 97:17, 98:2, 98:4, 98:5, 98:6, 98:19, 98:23, 99:17, 99:19, 100:5, 106:3, 118:19, 125:4</p> <p>essentially [3] - 49:14, 49:19, 60:10</p> <p>estate [25] - 5:8, 5:10, 5:12, 5:18, 6:9, 6:24, 8:2, 10:13, 12:6, 19:8, 20:4, 36:13, 64:11, 70:2, 70:3, 70:15, 70:16, 83:16, 98:22, 99:17, 104:15, 114:1, 114:3, 119:18, 120:6</p> <p>Estate [5] - 6:14, 6:15, 6:20, 8:20, 113:23</p> <p>estimate [5] - 5:23, 6:4, 45:24, 63:20,</p>	<p>70:17</p> <p>eventually [2] - 52:11, 117:7</p> <p>evidence [9] - 37:2, 38:21, 39:20, 40:1, 60:21, 60:22, 68:15, 75:5, 103:21</p> <p>exactly [1] - 39:14</p> <p>examination [1] - 64:18</p> <p>EXAMINATION [7] - 4:18, 19:18, 39:1, 41:11, 64:5, 69:20, 109:8</p> <p>examined [3] - 4:16, 41:9, 69:18</p> <p>example [1] - 25:12</p> <p>Excavating [1] - 51:12</p> <p>exceed [2] - 48:20, 84:6</p> <p>exceeded [3] - 94:21, 95:7, 106:8</p> <p>excluded [2] - 125:23, 125:24</p> <p>excludes [1] - 24:22</p> <p>exclusion [1] - 4:6</p> <p>exclusively [1] - 98:23</p> <p>excuse [1] - 93:10</p> <p>excused [3] - 7:21, 7:22, 41:2</p> <p>Exhibit [80] - 12:19, 14:16, 14:18, 22:7, 26:13, 34:8, 40:8, 40:11, 44:2, 44:4, 45:8, 45:9, 49:5, 49:6, 51:5, 51:15, 51:24, 52:1, 52:13, 52:15, 54:5, 54:11, 54:12, 55:4, 55:5, 55:7, 55:18, 55:19, 56:5, 56:6, 57:1, 57:2, 57:11, 58:11, 59:19, 59:20, 59:21, 61:2, 62:11, 62:24, 63:4, 63:5, 63:16, 68:14, 69:3, 75:7, 75:13, 75:15, 75:22, 75:23, 83:24, 84:1, 84:21, 87:10, 95:11, 96:1, 96:22, 97:20, 98:10, 98:11, 98:12, 105:4, 110:11, 110:18, 112:8, 112:11, 113:14, 114:12, 114:15, 115:4, 116:4, 116:6, 116:18, 117:15, 118:5, 118:17, 120:22</p> <p>exhibit [14] - 31:8, 34:1, 34:6, 45:7, 56:19, 57:12, 58:19,</p>
<p style="text-align: center;">E</p>				
<p>e-mail [14] - 57:15, 57:19, 59:21, 63:1, 81:21, 82:2, 83:13, 83:17, 88:15, 88:17, 88:19, 121:3, 121:22, 122:8</p> <p>e-mailed [1] - 83:22</p> <p>e-mails [2] - 60:1, 60:3</p> <p>early [1] - 65:11</p> <p>earnest [4] - 69:3, 84:17, 84:20, 95:21</p> <p>easier [1] - 88:20</p>				

59:2, 60:1, 68:21, 75:16, 85:7, 90:18, 110:11 Exhibits [1] - 60:20 exhibits [6] - 44:1, 59:24, 62:13, 62:21, 69:7, 75:9 existing [12] - 46:3, 46:5, 46:16, 47:18, 47:19, 47:21, 48:1, 48:18, 53:1, 54:19, 55:3, 57:9 exists [1] - 67:2 expanded [1] - 47:24 experience [4] - 9:6, 9:20, 25:12, 70:2 experienced [1] - 99:6 expert [5] - 5:4, 5:5, 9:17, 93:23, 104:7 expertise [4] - 64:21, 101:15, 104:6, 104:16 experts [1] - 104:8 expired [1] - 67:1 explain [1] - 24:1 explained [2] - 72:1, 73:6 explaining [1] - 74:4 expressed [1] - 39:4 extended [1] - 56:17 extra [2] - 22:11, 36:18 eye [1] - 14:2	feasible [1] - 44:16 February [8] - 33:23, 100:2, 118:22, 121:3, 121:13, 121:18, 121:22 fees [2] - 85:14, 85:15 feet [2] - 53:4, 107:9 fell [2] - 37:15, 37:16 felt [10] - 11:21, 15:18, 25:5, 71:16, 71:20, 71:24, 72:3, 72:9, 72:19, 78:23 fence [1] - 42:12 Ferrari [2] - 8:20, 8:23 few [1] - 39:3 field [4] - 48:3, 48:4, 48:13, 94:1 fields [1] - 47:24 file [6] - 21:7, 82:16, 105:15, 115:23, 116:2, 116:3 files [4] - 21:8, 86:2, 98:24, 116:2 fill [8] - 10:7, 46:12, 73:16, 74:19, 74:23, 76:12, 110:10, 110:20 filled [13] - 52:7, 74:12, 75:2, 76:16, 76:18, 110:7, 111:7, 111:10, 111:14, 111:16, 112:1, 112:3, 112:20 filter [1] - 122:12 final [16] - 21:16, 43:16, 43:22, 56:12, 56:23, 58:22, 58:24, 63:17, 66:20, 67:13, 97:5, 97:9, 97:11, 97:13, 111:21 finalled [1] - 67:16 fine [4] - 4:22, 95:6, 100:8, 125:8 finer [1] - 8:3 finished [2] - 67:1, 123:14 finishes [1] - 49:16 fireplace [1] - 87:14 first [27] - 4:15, 25:15, 25:16, 29:12, 29:15, 34:7, 41:8, 46:3, 46:13, 47:9, 61:15, 61:19, 61:21, 61:24, 63:20, 69:17, 71:2, 71:6, 74:3, 86:14, 86:18, 86:19, 87:3, 114:22, 115:8, 116:9 five [3] - 8:24, 78:5 fix [3] - 89:6, 106:7, 122:12 fixed [1] - 89:9	flag [11] - 17:8, 20:11, 22:21, 24:17, 24:18, 26:21, 101:21, 102:2, 105:3, 106:20 flags [1] - 17:12 fliers [1] - 86:15 floor [5] - 48:22, 48:23, 49:13, 56:17 flooring [1] - 49:17 Florez [1] - 56:10 flow [1] - 87:24 follow [5] - 38:10, 39:3, 105:15, 105:16, 105:17 follow-up [1] - 39:3 following [2] - 46:23, 122:9 follows [3] - 4:16, 41:9, 69:18 footage [13] - 31:13, 53:19, 81:10, 107:1, 107:5, 107:14, 107:20, 107:22, 113:1, 113:2, 113:5, 113:6, 115:1 FOR [1] - 1:7 for-sale [2] - 86:6, 86:7 foregoing [2] - 126:16, 127:12 form [21] - 10:8, 15:14, 21:16, 73:16, 76:3, 76:7, 76:9, 77:18, 78:2, 79:14, 79:20, 84:11, 101:13, 110:11, 110:20, 111:3, 111:7, 111:13, 111:17, 112:1, 112:20 Form [1] - 75:11 forms [1] - 110:8 forte [1] - 64:17 forth [7] - 38:16, 82:3, 83:17, 83:20, 88:19, 92:9, 95:13 forward [8] - 22:3, 25:6, 37:19, 49:22, 53:17, 66:23, 95:4, 117:14 forwarded [2] - 92:11, 92:14 foundation [1] - 53:15 four [4] - 16:13, 25:1, 29:13, 103:19 four-car [1] - 29:13 fourth [3] - 34:17, 35:10, 96:22 frame [1] - 66:8 framing [4] - 53:15, 53:16, 66:8, 66:14 front [4] - 12:19, 34:12, 44:1, 109:12 fruition [2] - 20:18, 44:24 full [5] - 4:23, 41:13, 70:14, 70:16, 127:12 full-time [2] - 70:14, 70:16 function [1] - 104:2	34:12, 44:1, 109:12 fruition [2] - 20:18, 44:24 full [5] - 4:23, 41:13, 70:14, 70:16, 127:12 full-time [2] - 70:14, 70:16 function [1] - 104:2	124:13, 124:23 guest [8] - 13:7, 13:19, 23:17, 27:8, 31:1, 35:2, 35:13, 105:5 guy [1] - 101:5
F				
facility [2] - 14:10, 15:3 fact [8] - 17:17, 20:1, 21:16, 38:1, 70:5, 78:19, 81:15, 81:16 facts [3] - 31:22, 103:21, 114:4 fail [1] - 74:24 failing [1] - 17:21 failure [1] - 39:12 fairly [2] - 9:13, 64:24 familiar [3] - 9:8, 64:8, 119:17 family [9] - 12:2, 15:3, 46:9, 73:23, 79:18, 94:4, 94:6, 102:5, 102:6 far [15] - 10:19, 11:24, 16:6, 30:4, 35:21, 37:9, 55:2, 65:3, 66:3, 95:4, 95:7, 103:8, 106:17, 125:17, 125:20 farthest [1] - 66:13 fashion [1] - 87:4 fault [2] - 50:12, 50:13				
			G	
			gallon [3] - 23:13, 51:12, 103:20 gallons [11] - 14:15, 14:23, 15:5, 16:9, 16:11, 16:12, 16:14, 25:23, 26:9, 28:15, 31:16 garage [17] - 27:4, 29:5, 29:8, 29:9, 29:11, 29:13, 29:16, 42:21, 56:21, 58:13, 59:17, 60:5, 67:10, 67:11, 67:13, 73:21, 89:5 garages [1] - 29:12 garbage [1] - 74:21 gas [2] - 73:21, 122:12 gather [1] - 101:22 general [2] - 25:19, 41:17 generate [1] - 46:17 given [15] - 10:9, 21:8, 25:7, 35:5, 35:16, 36:13, 37:12, 44:21, 47:15, 47:16, 72:23, 76:18, 78:3, 119:20, 124:9 GLADE [1] - 2:9 Gloria [4] - 84:5, 98:6, 123:18, 124:3 government [1] - 105:19 Governor [1] - 6:13 governor [1] - 8:12 grab [1] - 110:12 grade [2] - 55:3, 122:10 grading [2] - 58:22, 66:20 granted [8] - 50:9, 51:22, 52:11, 52:22, 52:23, 62:5, 63:14, 124:9 great [1] - 80:8 green [1] - 101:4 ground [2] - 48:21, 49:13 guarantee [1] - 45:22 guess [9] - 21:19, 23:22, 28:18, 37:8, 53:11, 66:1, 69:4,	124:13, 124:23 half [5] - 48:20, 53:20, 85:14, 85:15, 85:16 HALL [59] - 2:9, 9:19, 11:1, 11:5, 15:22, 16:22, 18:2, 19:19, 19:21, 22:18, 28:9, 28:13, 31:11, 31:21, 33:7, 33:19, 38:4, 38:11, 38:23, 40:23, 54:8, 60:23, 64:6, 64:19, 64:22, 64:23, 68:20, 69:6, 69:13, 69:21, 70:13, 76:20, 91:19, 93:8, 94:7, 96:2, 99:5, 99:11, 103:23, 104:10, 106:1, 108:12, 109:4, 109:6, 117:20, 118:5, 123:11, 123:15, 123:18, 123:20, 123:24, 124:11, 124:15, 124:17, 125:4, 125:10, 125:15, 125:23, 126:10 hall [1] - 69:12 hand [2] - 34:12, 74:19 handwriting [5] - 110:23, 111:1, 111:3, 111:13, 116:18 happy [2] - 95:22, 106:6 hard [1] - 50:11 Harry [1] - 88:4 HARRY [1] - 1:13 head [4] - 19:23, 48:14, 50:20, 57:16 heads [1] - 47:11 health [1] - 12:6 Health [10] - 46:14, 46:22, 46:23, 47:5, 47:6, 47:10, 51:18, 54:23, 57:16, 63:2 hear [3] - 97:5, 100:18, 109:15 heard [5] - 9:19, 31:18, 80:3, 120:14, 120:15 hearing [2] - 47:13, 61:20

hearings [3] - 6:23, 6:24, 7:3 hearsay [3] - 102:11, 102:12, 102:22 heating [1] - 87:12 held [5] - 7:6, 8:6, 8:11, 38:14, 43:17 help [1] - 46:1 hence [2] - 103:5, 103:7 hereby [2] - 100:16, 127:7 herein [2] - 127:10, 127:11 high [1] - 73:7 hold [4] - 5:11, 8:14, 91:17, 99:10 holding [2] - 72:20, 89:5 home [6] - 25:15, 71:22, 71:24, 87:11, 91:9, 91:13 homes [1] - 103:19 honest [1] - 118:15 honestly [2] - 21:3, 105:20 Honor [35] - 4:5, 4:10, 9:16, 9:21, 11:1, 12:15, 18:2, 19:19, 33:11, 34:8, 38:24, 41:2, 41:4, 51:11, 54:5, 54:8, 60:15, 60:19, 60:23, 64:4, 64:19, 68:13, 68:20, 69:2, 87:1, 91:15, 108:24, 109:7, 110:13, 117:17, 123:12, 123:16, 124:3, 125:5, 125:22 HONORABLE [1] - 1:8 hook [2] - 103:10, 106:19 hook-ups [1] - 103:10 hooked [2] - 104:3, 106:18 hope [1] - 101:7 hopes [1] - 96:13 hose [1] - 66:17 house [23] - 13:7, 27:8, 29:6, 29:7, 31:1, 35:2, 35:13, 39:21, 40:2, 47:21, 48:1, 50:4, 80:16, 80:22, 81:5, 97:22, 105:6, 107:3, 112:12, 113:1, 113:5, 120:8, 120:9 house's [1] - 47:20 housekeeping [1] - 68:14 houses [2] - 122:2,	122:13 housing [1] - 101:24 husband [1] - 70:11 HVAC [1] - 122:11 I idea [5] - 53:7, 64:12, 104:19, 116:1, 117:3 identified [1] - 95:16 ignore [1] - 104:1 II [1] - 1:18 ill [2] - 82:22, 82:23 imagine [4] - 30:2, 45:15, 101:3, 101:8 immediately [5] - 81:23, 88:23, 96:9, 96:13, 106:21 impelled [1] - 22:21 important [2] - 58:19, 69:3 improper [2] - 78:18, 78:23 improve [1] - 57:20 improved [1] - 35:2 improvements [2] - 35:3, 64:13 IN [2] - 1:6, 1:7 in-law [9] - 13:7, 23:17, 27:7, 30:24, 43:17, 53:2, 89:13, 105:5, 107:2 in-law's [8] - 42:19, 45:11, 45:12, 45:23, 47:19, 48:2, 49:13, 52:5 in-laws [1] - 25:14 include [4] - 21:9, 45:14, 67:22, 87:11 included [5] - 10:15, 45:16, 87:13, 87:15, 125:18 inconvenient [1] - 125:6 incorrect [1] - 68:10 increased [1] - 64:14 independent [1] - 29:5 indicate [1] - 119:19 indicated [1] - 44:18 industry [3] - 5:8, 5:11, 9:8 info [3] - 17:21, 112:9, 112:13 informally [1] - 108:17 information [36] - 9:12, 15:7, 15:10, 15:13, 17:4, 19:5, 22:3, 22:20, 28:10, 31:12, 32:2, 32:10, 32:12, 32:23, 33:1, 33:9, 36:13, 38:15,	71:12, 73:24, 74:20, 76:4, 77:23, 79:11, 79:15, 79:21, 79:23, 82:15, 93:12, 107:6, 112:18, 112:24, 113:3, 113:4, 113:8, 114:4 informed [1] - 112:21 inherent [1] - 20:4 initial [5] - 26:13, 31:19, 55:22, 115:23, 119:8 input [3] - 79:17, 80:6, 93:11 inputted [1] - 82:15 inside [1] - 107:5 inspected [2] - 66:10, 100:12 Inspection [2] - 90:19, 91:6 inspection [36] - 14:13, 14:19, 55:22, 55:24, 66:8, 66:13, 66:14, 87:11, 87:14, 87:16, 88:2, 88:10, 88:11, 88:15, 89:16, 89:17, 89:20, 90:10, 90:11, 90:20, 91:5, 91:7, 91:12, 91:13, 92:24, 95:14, 96:1, 103:9, 119:11, 119:22, 119:24, 120:8, 120:12 inspections [29] - 21:10, 37:17, 43:16, 66:12, 87:9, 90:9, 90:12, 90:15, 90:22, 91:2, 91:8, 91:10, 91:14, 92:17, 92:21, 94:17, 95:12, 95:16, 95:18, 96:14, 96:22, 99:18, 100:8, 100:14, 104:8, 104:9, 119:16, 119:20, 120:3 inspector [4] - 56:9, 56:10, 59:11, 90:15 inspectors [1] - 102:14 install [3] - 50:2, 50:7, 122:12 installed [1] - 122:11 installing [1] - 48:3 instance [2] - 39:11, 96:7 instances [1] - 49:16 instructions [1] - 118:20 insulation [1] - 66:19 intact [1] - 98:24 integrity [1] - 97:22	intended [2] - 59:16, 59:17 intent [1] - 25:4 interested [2] - 29:19, 62:18 investigate [1] - 29:23 investigated [1] - 23:2 investigating [1] - 30:4 investigation [6] - 23:21, 24:10, 24:12, 24:19, 24:23, 107:21 invitation [1] - 105:9 invoice [3] - 45:10, 63:17, 64:8 invoke [1] - 4:6 invoked [1] - 4:8 involve [1] - 106:13 involved [9] - 5:19, 5:24, 6:10, 6:21, 7:3, 32:14, 41:16, 126:2, 126:3 issue [11] - 42:14, 77:1, 77:5, 86:20, 88:23, 90:4, 97:7, 106:23, 116:21, 117:10 issued [4] - 21:1, 50:8, 58:16, 66:4 issues [20] - 17:23, 31:23, 43:6, 61:19, 61:23, 69:8, 76:14, 82:5, 88:8, 88:9, 88:13, 88:14, 89:2, 89:15, 91:11, 91:12, 94:23, 96:17, 96:19, 108:15 items [7] - 11:22, 63:23, 68:14, 92:24, 96:23, 100:3, 122:10 itself [1] - 16:17 J James [2] - 12:8, 17:20 January [4] - 28:14, 31:14, 83:8, 84:13 JE [1] - 19:4 Jepsen [1] - 59:22 JEROME [1] - 1:8 Jim [1] - 72:13 JJVL [2] - 115:9, 120:23 Joan [4] - 1:22, 127:4, 127:18, 127:19 job [1] - 104:6 JOHN [2] - 1:10, 2:4 John [8] - 41:18, 44:15, 45:20, 45:24, 46:1, 56:16, 72:14, 118:9	John's [1] - 102:4 JOHNS [2] - 3:9, 69:15 Johns [18] - 12:9, 15:15, 16:4, 16:20, 17:3, 17:20, 19:4, 69:24, 83:4, 83:5, 83:15, 83:21, 88:2, 88:4, 88:11, 107:11, 109:10, 116:15 JOHNSON [2] - 3:9, 69:15 Johnson [9] - 12:8, 15:15, 16:3, 16:19, 17:2, 17:20, 19:4, 69:13, 69:23 judge [1] - 38:13 JUDGE [1] - 1:8 Judicial [1] - 127:5 JUDICIAL [1] - 1:6 Judith [1] - 118:20 junction [5] - 71:23, 81:17, 86:1, 93:6, 122:9 K keep [3] - 21:9, 24:18, 49:22 keeping [1] - 67:24 Kelly [1] - 57:15 kept [1] - 12:6 kick [1] - 30:14 Kincannon [17] - 81:21, 82:4, 82:17, 83:9, 83:11, 83:17, 83:18, 83:19, 88:3, 88:5, 88:12, 88:15, 89:1, 91:23, 92:8, 92:12, 121:4 kind [7] - 5:18, 5:23, 23:10, 46:11, 66:17, 77:8 kinds [2] - 6:20, 26:24 kitchen [2] - 43:5, 50:15 knowing [1] - 17:4 knowledge [7] - 25:19, 32:4, 64:10, 96:3, 96:12, 99:1, 101:22 known [21] - 9:12, 9:14, 15:11, 15:13, 15:14, 15:16, 16:4, 17:4, 17:22, 19:5, 19:6, 19:10, 19:12, 19:14, 19:23, 31:24, 39:5, 39:8, 39:9, 40:5, 92:4 knows [2] - 20:5, 114:5 KW [6] - 87:10, 90:13, 95:24, 96:1, 97:20,
--	--	--	--	--

105:4	letter [7] - 22:13, 85:4, 85:20, 108:18, 117:24, 118:1, 119:9	72:22, 73:1, 73:16, 73:18, 73:24, 74:3, 74:12, 79:14, 79:20, 80:3, 80:18, 82:22, 82:24, 83:1, 83:4, 83:5, 83:10, 83:13, 86:4, 86:11, 93:10, 93:11, 93:12, 93:20, 100:22, 102:4, 107:7, 107:10, 110:1, 110:10	mails [2] - 60:1, 60:3	misleading [2] - 31:9, 31:10
L			main [10] - 13:4, 35:3, 39:21, 40:2, 48:20, 49:2, 50:4, 53:21, 54:16, 112:12	miss [2] - 10:2, 89:17
lab [1] - 89:7	liability [2] - 25:3, 95:15	82:24, 83:1, 83:4, 83:5, 83:10, 83:13, 86:4, 86:11, 93:10, 93:11, 93:12, 93:20, 100:22, 102:4, 107:7, 107:10, 110:1, 110:10	managing [1] - 47:7	Miss [16] - 4:20, 5:3, 9:6, 9:16, 12:18, 15:15, 16:3, 16:19, 17:2, 39:4, 92:11, 98:6, 98:18, 99:7, 99:13, 109:10
Lace [1] - 72:13	liar [1] - 107:18	Listing [1] - 7:20	manner [1] - 95:9	mistake [1] - 82:14
Lakeside [2] - 8:21, 8:22	library [1] - 25:8	literally [1] - 37:23	MARIE [1] - 69:15	misunderstood [1] - 109:2
land [1] - 15:4	license [3] - 8:16, 8:18, 8:19	lived [1] - 65:23	Marie [4] - 69:23, 127:4, 127:18, 127:19	mixed [1] - 42:5
lapse [1] - 111:11	licensed [2] - 83:16, 84:12	living [7] - 27:19, 43:3, 50:5, 78:21, 89:14, 106:12, 114:23	mark [1] - 76:17	MLS [12] - 7:17, 79:24, 80:17, 82:16, 83:2, 83:3, 83:7, 83:12, 86:13, 86:15, 107:5, 113:9
laptop [2] - 83:14, 116:17	licensee [3] - 114:5, 114:6, 114:7	loan [3] - 86:2, 86:22, 97:15	marketing [4] - 79:7, 79:10, 80:1, 80:9	mobile [1] - 25:15
large [1] - 43:3	licenses [1] - 8:14	local [1] - 105:16	match [1] - 96:6	modifications [3] - 22:14, 24:8, 77:15
larger [2] - 47:24, 68:3	lids [4] - 88:14, 88:20, 88:21, 88:22	location [1] - 54:17	material [1] - 114:4	moisture [1] - 77:13
last [6] - 6:1, 7:20, 8:8, 63:2, 118:14, 125:14	lied [3] - 103:4, 103:5, 103:6	locations [1] - 8:21	matter [7] - 9:20, 17:6, 18:3, 70:5, 78:19, 115:24, 118:3	mom [2] - 85:24, 86:2
latent [1] - 76:10	light [2] - 101:4, 101:6	look [26] - 10:8, 10:20, 11:14, 11:16, 11:18, 11:22, 12:12, 35:18, 41:19, 44:2, 49:5, 55:18, 57:1, 58:11, 61:22, 63:16, 65:14, 71:5, 78:14, 80:23, 83:12, 84:15, 91:14, 92:13, 117:15, 118:17	McKay [3] - 87:22, 103:15, 120:7	moment [1] - 68:20
Law [2] - 2:5, 2:10	limited [5] - 57:21, 84:5, 106:8, 122:16, 124:7	looked [4] - 10:22, 12:2, 42:11, 101:21	mean [5] - 11:9, 23:10, 27:22, 29:18, 110:1	money [6] - 37:17, 69:4, 84:17, 84:20, 84:21, 95:21
law [29] - 13:7, 15:22, 18:3, 23:17, 27:5, 27:7, 30:10, 30:24, 40:3, 40:16, 40:19, 42:23, 43:1, 43:13, 43:17, 46:2, 48:9, 48:17, 48:19, 48:22, 49:11, 53:2, 66:1, 89:13, 93:17, 101:1, 101:2, 105:5, 107:2	LIND [3] - 59:6, 59:10	looking [12] - 11:24, 12:4, 13:3, 29:1, 40:8, 42:22, 44:15, 49:22, 62:11, 75:12, 75:21, 114:19	meaning [3] - 74:16, 83:10, 105:14	monitor [2] - 48:12, 50:7
law's [9] - 39:22, 42:19, 45:11, 45:12, 45:23, 47:19, 48:2, 49:13, 52:5	Linda [1] - 106:22	looks [8] - 29:20, 44:5, 55:20, 59:11, 61:10, 63:1, 66:7, 66:13	means [1] - 80:14	monitoring [1] - 48:10
laws [2] - 25:14, 104:22	LINDBERG [1] - 1:10	louder [1] - 11:11	meant [3] - 22:22, 123:9, 126:6	monitors [1] - 48:13
lawsuit [2] - 108:16, 115:20	Lindberg [16] - 10:6, 42:7, 44:11, 61:7, 65:1, 65:20, 84:2, 85:5, 85:21, 85:22, 118:2, 118:9, 118:20, 119:5, 119:10, 119:11	love [2] - 37:15, 37:16	mediation [1] - 70:7	month [1] - 61:17
LDS [1] - 94:5	Lindberg's [3] - 86:22, 116:23, 118:9	low [6] - 11:17, 11:24, 79:18, 94:5, 101:24	meet [4] - 47:12, 50:13, 61:18, 71:2	Montner [1] - 51:12
leach [3] - 47:24, 48:3, 48:13	Lindbergs [6] - 63:17, 63:23, 84:14, 84:16, 85:1, 116:22	lower [6] - 42:19, 43:15, 60:5, 60:7, 71:20, 72:8	meeting [11] - 47:10, 53:5, 61:8, 61:10, 61:13, 61:14, 61:16, 61:21, 61:24, 94:11	MOORE [84] - 2:4, 4:5, 4:10, 4:19, 10:1, 11:4, 11:7, 11:9, 11:13, 12:17, 16:2, 17:1, 18:7, 18:11, 18:14, 18:17, 19:17, 22:8, 32:15, 33:11, 33:15, 33:18, 33:21, 34:5, 34:7, 34:10, 34:14, 36:8, 38:18, 39:2, 39:17, 39:19, 41:2, 41:4, 41:12, 51:11, 51:14, 54:10, 59:5, 60:15, 60:19, 61:1, 62:14, 62:17, 62:20, 62:23, 64:16, 68:13, 68:18, 68:23, 69:2, 69:7, 69:11, 75:10, 75:13, 76:3, 87:1, 91:15, 93:23, 99:4, 99:8, 102:11, 102:15, 102:18, 102:22, 103:21, 108:23, 109:9, 110:15, 111:19, 111:23, 117:21, 118:8, 118:12, 123:10, 124:3, 124:6, 125:13,
lead [2] - 16:23, 56:10	Lindbergs' [1] - 85:8	Lund [2] - 8:20, 8:23	meetings [2] - 46:6, 61:6	
leading [1] - 16:22	line [6] - 35:2, 42:13, 47:18, 47:20, 54:19, 72:4		member [1] - 70:8	
leak [2] - 74:21, 122:12	lines [3] - 47:17, 48:1, 48:2		mention [1] - 29:14	
learn [4] - 12:7, 13:1, 13:15, 14:8	list [7] - 23:5, 68:21, 72:17, 73:5, 81:15, 81:16, 112:4		mentioned [13] - 11:19, 12:13, 87:3, 109:16, 110:7, 111:6, 111:16, 111:24, 116:4, 116:11, 116:20, 117:4, 121:24	
learned [1] - 119:4	listed [8] - 15:3, 22:21, 49:7, 72:19, 73:8, 102:5, 102:8, 122:21		mentions [1] - 53:3	
least [3] - 24:6, 24:16, 61:17	listen [2] - 81:24, 89:2		met [2] - 108:5, 110:2	
leave [7] - 80:10, 80:22, 104:7, 104:16, 125:6, 126:12	listing [51] - 7:18, 11:22, 12:20, 12:21, 13:3, 13:4, 13:12, 13:17, 20:15, 26:13, 27:20, 29:11, 31:2, 31:20, 36:6, 36:7, 36:9, 36:11, 38:5,		meter [1] - 43:23	
left [3] - 88:21, 88:22, 124:21			middle [5] - 31:8, 31:14, 34:19, 52:24, 114:19	
legal [6] - 32:15, 35:4, 84:18, 89:18, 101:11, 104:5			might [2] - 76:22, 77:1	
lender [4] - 37:4, 84:24, 85:17, 104:22			mine [3] - 35:10, 71:4, 102:4	
lenders [1] - 104:20			minute [4] - 30:15, 106:10, 106:17, 118:14	
less [1] - 63:19				
		M		
		ma'am [3] - 26:12, 34:15, 40:24		
		mail [14] - 57:15, 57:19, 59:21, 63:1, 81:21, 82:2, 83:13, 83:17, 88:15, 88:17, 88:19, 121:3, 121:22, 122:8		
		mailed [1] - 83:22		

<p>125:16, 125:19, 125:22, 126:1, 126:6, 126:8 Moore [2] - 11:1, 125:8 morning [1] - 126:12 most [1] - 7:15 mostly [1] - 54:22 mother [23] - 27:5, 30:10, 39:22, 40:3, 40:16, 40:19, 42:23, 43:1, 43:13, 46:2, 48:9, 48:17, 48:19, 48:22, 49:11, 66:1, 78:20, 89:13, 93:17, 116:23, 118:9 mother-in-law [16] - 27:5, 30:10, 40:3, 40:16, 40:19, 42:23, 43:1, 43:13, 46:2, 48:9, 48:17, 48:19, 48:22, 49:11, 66:1, 93:17 mother-in-law's [1] - 39:22 Motion [2] - 124:6, 124:10 move [7] - 11:2, 25:15, 49:21, 53:17, 103:22, 108:23, 117:16 moving [1] - 37:19 MR [141] - 4:5, 4:10, 4:19, 9:19, 10:1, 11:1, 11:4, 11:5, 11:7, 11:9, 11:13, 12:17, 15:22, 16:2, 16:22, 17:1, 18:2, 18:7, 18:11, 18:14, 18:17, 19:17, 19:19, 19:21, 22:8, 22:18, 28:9, 28:13, 31:11, 31:21, 32:15, 33:7, 33:11, 33:15, 33:18, 33:19, 33:21, 34:5, 34:7, 34:10, 34:14, 36:8, 38:4, 38:11, 38:18, 38:23, 39:2, 39:17, 39:19, 40:23, 41:2, 41:4, 41:12, 51:11, 51:14, 54:8, 54:10, 59:5, 60:15, 60:19, 60:23, 61:1, 62:14, 62:17, 62:20, 62:23, 64:6, 64:16, 64:19, 64:22, 64:23, 68:13, 68:18, 68:20, 68:23, 69:2, 69:6, 69:7, 69:11, 69:13, 69:21, 70:13, 75:10, 75:13, 76:3, 76:20, 87:1, 91:15, 91:19,</p>	<p>93:8, 93:23, 94:7, 96:2, 99:4, 99:5, 99:8, 99:11, 102:11, 102:15, 102:18, 102:22, 103:21, 103:23, 104:10, 106:1, 108:12, 108:23, 109:4, 109:6, 109:9, 110:15, 111:19, 111:23, 117:20, 117:21, 118:5, 118:8, 118:12, 123:10, 123:11, 123:15, 123:18, 123:20, 123:24, 124:3, 124:6, 124:11, 124:15, 124:17, 125:4, 125:10, 125:13, 125:15, 125:16, 125:19, 125:22, 125:23, 126:1, 126:6, 126:8, 126:10 multi [3] - 7:18, 12:2, 102:6 multi-family [2] - 12:2, 102:6 multi-listing [1] - 7:18 multiple [5] - 12:21, 20:15, 86:11, 93:11, 93:20 Multiple [1] - 7:20</p>	<p>N</p> <p>name [5] - 4:23, 41:13, 42:1, 69:22, 72:12 narrative [3] - 86:17, 87:2, 91:16 National [3] - 7:6, 8:10, 70:8 national [2] - 7:8, 8:13 nature [1] - 64:7 necessarily [2] - 36:23, 110:1 necessary [2] - 52:19, 122:6 need [4] - 52:6, 106:23, 107:8, 123:24 needed [10] - 46:7, 47:23, 50:10, 50:11, 50:12, 51:1, 54:16, 89:6, 122:16 needs [1] - 24:5 negotiating [1] - 94:22 negotiations [1] - 108:3 neutral [1] - 98:4 NEVADA [4] - 1:7, 1:20, 4:1, 127:1</p>	<p>Nevada [14] - 2:6, 2:11, 6:23, 7:1, 7:12, 7:17, 10:17, 21:9, 31:7, 77:21, 113:22, 114:1, 127:6, 127:15 never [23] - 42:18, 53:14, 67:1, 81:2, 81:4, 82:15, 93:3, 93:15, 95:3, 96:18, 97:8, 103:14, 108:5, 108:15, 115:15, 115:16, 120:16, 120:20, 121:9, 121:16, 121:19, 121:21 new [11] - 44:22, 49:18, 53:8, 53:9, 54:17, 54:18, 59:13, 62:3, 83:12, 104:22, 122:11 next [21] - 4:3, 9:22, 45:7, 79:5, 79:6, 82:19, 83:5, 90:7, 90:8, 90:9, 91:17, 93:7, 96:20, 96:21, 97:1, 97:4, 97:9, 105:24, 115:1, 123:17, 124:5 nice [2] - 29:20, 30:13 nobody [3] - 81:6, 107:15, 126:13 none [1] - 96:23 normal [2] - 76:1, 120:5 normally [3] - 85:1, 90:23, 92:20 North [1] - 90:19 Northern [1] - 7:17 note [2] - 14:7, 14:8 notes [3] - 113:10, 127:9, 127:13 nothing [2] - 96:15, 123:11 notice [3] - 14:6, 37:6, 58:22 Notice [13] - 92:22, 93:3, 94:15, 95:3, 95:8, 95:10, 120:16, 120:20, 121:7, 121:13, 121:15, 121:17, 122:5 noticed [2] - 63:19, 105:3 notices [1] - 59:10 notified [1] - 108:15 notify [2] - 96:9, 96:13 nowhere [1] - 49:15 NRS [4] - 15:18, 17:21, 24:21, 25:1 Number [1] - 75:7 number [19] - 14:5,</p>	<p>22:24, 25:18, 28:1, 31:24, 32:8, 32:21, 54:3, 55:23, 68:9, 73:7, 79:17, 83:2, 90:2, 90:4, 90:18, 92:1, 98:10, 124:17 numbers [1] - 59:4 numerous [4] - 70:5, 76:8, 82:8, 103:17 NV [1] - 1:22</p>	<p>offering [1] - 12:23 offers [1] - 119:18 office [12] - 5:13, 6:11, 13:8, 23:18, 27:8, 68:1, 84:11, 105:6, 107:2, 111:10, 111:21, 124:7 officer [6] - 84:23, 97:17, 98:5, 98:6, 98:19, 98:23 offices [1] - 25:9 official [1] - 59:22 often [2] - 58:6, 61:18 oil [1] - 87:13 old [3] - 42:18, 82:8, 101:16 once [6] - 22:19, 48:11, 78:1, 86:8, 86:18, 86:19 one [48] - 13:11, 14:4, 14:6, 14:9, 14:11, 14:12, 15:4, 15:5, 16:17, 20:1, 20:5, 21:14, 22:13, 24:2, 25:18, 28:6, 29:8, 29:13, 30:12, 30:24, 32:23, 33:6, 34:22, 37:4, 39:21, 40:2, 40:3, 40:13, 43:2, 44:17, 48:20, 49:7, 56:14, 56:20, 56:22, 57:20, 61:6, 68:20, 77:3, 80:18, 85:4, 86:21, 90:23, 91:2, 103:16, 119:15 one-half [1] - 48:20 oOo [5] - 1:9, 4:2, 4:12, 41:5, 69:14 open [5] - 56:24, 84:16, 86:18, 88:21, 88:22 opened [5] - 43:8, 84:22, 84:24, 85:17, 86:20 opinion [21] - 10:6, 15:14, 15:23, 15:24, 17:8, 17:19, 18:4, 18:8, 18:24, 19:3, 19:7, 19:13, 21:4, 23:5, 23:15, 30:21, 35:21, 37:11, 72:2, 93:24 opinions [6] - 10:8, 12:23, 39:4, 39:7, 39:23, 40:4 options [5] - 44:15, 44:21, 44:24, 65:15, 106:3 order [8] - 55:14, 55:23, 56:3, 85:18, 89:18, 120:2, 120:8, 125:17</p>
---	---	---	---	---	---

<p>ordered [3] - 86:23, 97:23, 119:13</p> <p>orderly [1] - 87:4</p> <p>ordinary [1] - 93:22</p> <p>original [4] - 42:9, 53:13, 67:8, 117:8</p> <p>originally [3] - 47:18, 53:18, 86:4</p> <p>osmosis [4] - 89:8, 89:11, 122:2, 122:12</p> <p>outbuildings [2] - 30:7, 40:18</p> <p>outline [3] - 100:3, 107:7, 107:9</p> <p>outset [1] - 87:7</p> <p>outside [3] - 64:16, 64:20, 64:21</p> <p>oven [1] - 50:17</p> <p>overall [2] - 107:1, 107:5</p> <p>overruled [3] - 32:17, 99:10, 102:23</p> <p>owe [1] - 9:11</p> <p>Owed [5] - 74:4, 74:11, 85:7, 85:8, 113:22</p> <p>owed [1] - 85:6</p> <p>own [5] - 38:16, 43:23, 50:4, 120:6, 120:8</p> <p>owner [4] - 5:12, 56:14, 56:16, 115:2</p> <p>owners [1] - 89:19</p> <p>ownership [1] - 66:4</p> <p>owns [1] - 65:20</p>	<p>25:18, 54:3, 65:21, 79:16</p> <p>parcels [1] - 13:10</p> <p>pardon [1] - 25:22</p> <p>parents [1] - 86:22</p> <p>parked [1] - 8:19</p> <p>part [15] - 24:11, 38:17, 42:15, 52:8, 54:3, 54:16, 59:8, 97:3, 97:4, 100:7, 105:2, 115:23, 117:7</p> <p>particular [4] - 25:5, 30:17, 85:19, 100:6</p> <p>parties [4] - 9:11, 9:13, 85:14, 94:22</p> <p>party [2] - 98:5, 114:2</p> <p>pass [3] - 47:12, 57:17, 89:7</p> <p>passed [1] - 70:11</p> <p>past [1] - 25:12</p> <p>pay [9] - 73:9, 73:11, 85:14, 87:12, 87:19, 108:18, 119:23, 123:3, 123:5</p> <p>payment [4] - 85:23, 117:3, 119:21, 120:1</p> <p>pellet [2] - 84:7, 84:8</p> <p>people [11] - 20:16, 27:16, 37:24, 55:2, 58:6, 76:5, 81:17, 87:23, 91:7, 103:15, 125:18</p> <p>per [13] - 6:1, 14:4, 16:12, 16:18, 20:5, 25:18, 26:9, 84:21, 96:22, 121:6, 121:12, 121:17</p> <p>percent [7] - 6:6, 37:21, 42:5, 42:6, 48:7, 48:24, 49:1</p> <p>perfect [1] - 30:11</p> <p>perform [2] - 32:13, 70:6</p> <p>performance [1] - 99:7</p> <p>performed [1] - 99:14</p> <p>perhaps [2] - 24:15, 30:22</p> <p>period [4] - 70:15, 85:22, 90:13, 99:24</p> <p>permission [1] - 49:21</p> <p>permit [34] - 20:24, 21:1, 21:2, 22:16, 42:16, 43:10, 43:18, 46:2, 46:17, 50:24, 51:1, 51:4, 53:1, 53:13, 55:23, 56:3, 56:9, 56:15, 56:16, 57:6, 57:8, 58:12, 60:8, 66:3, 66:11, 66:23, 67:1, 67:11,</p>	<p>67:14, 67:15, 67:23, 102:7, 103:2</p> <p>permits [9] - 45:21, 50:22, 56:12, 56:24, 60:7, 77:16, 78:12, 93:16, 103:1</p> <p>permitted [11] - 30:16, 42:18, 42:20, 42:21, 43:7, 43:23, 45:4, 53:18, 66:10, 67:3, 67:10</p> <p>person [2] - 81:20, 120:8</p> <p>personally [1] - 100:11</p> <p>perspective [1] - 10:21</p> <p>pertains [1] - 96:4</p> <p>pertinent [8] - 11:22, 34:2, 112:9, 112:13, 112:18, 112:24, 113:3, 113:8</p> <p>pest [10] - 87:11, 90:10, 90:20, 90:24, 91:7, 91:12, 94:18, 96:17, 98:3, 98:13</p> <p>phone [2] - 89:1, 124:19</p> <p>photos [4] - 40:10, 40:13, 40:15, 40:17</p> <p>physically [1] - 51:8</p> <p>pick [5] - 79:17, 79:19, 107:11, 124:14, 124:22</p> <p>picks [1] - 94:4</p> <p>piece [1] - 79:16</p> <p>place [5] - 30:10, 35:22, 65:22, 78:13, 93:17</p> <p>placed [1] - 97:2</p> <p>places [1] - 21:23</p> <p>plaintiff [1] - 108:5</p> <p>Plaintiff [4] - 1:11, 3:4, 4:15, 41:8</p> <p>plaintiffs [1] - 108:4</p> <p>Plaintiffs [1] - 2:4</p> <p>plan [4] - 55:15, 57:5, 57:8, 59:9</p> <p>planned [1] - 30:3</p> <p>Planning [8] - 46:13, 46:19, 46:23, 47:1, 52:9, 53:20, 62:8, 63:8</p> <p>planning [4] - 46:19, 49:3, 49:4, 52:10</p> <p>plans [5] - 27:18, 46:5, 46:15, 55:11, 56:1</p> <p>plumbing [3] - 45:18, 66:16, 66:17</p> <p>point [14] - 17:15, 44:15, 44:17, 53:12,</p>	<p>63:18, 71:17, 78:17, 83:3, 86:21, 89:24, 91:22, 94:10, 107:13, 117:13</p> <p>POLAHA [1] - 1:8</p> <p>pop [1] - 28:8</p> <p>portions [3] - 33:18, 34:10, 115:5</p> <p>position [2] - 5:11, 31:6</p> <p>positions [5] - 6:11, 7:6, 8:6, 8:11, 9:7</p> <p>possibilities [6] - 26:24, 27:4, 27:9, 28:16, 30:20, 105:6</p> <p>possibility [4] - 27:12, 27:16, 31:3, 74:6</p> <p>potential [14] - 13:13, 36:20, 36:22, 77:23, 78:6, 80:14, 80:22, 81:24, 82:17, 85:12, 85:13, 91:4, 94:24, 104:23</p> <p>potentially [2] - 69:7, 93:20</p> <p>power [9] - 42:10, 42:11, 42:12, 42:15, 43:9, 43:18, 43:23, 45:5, 60:8</p> <p>practicable [1] - 114:3</p> <p>practice [2] - 24:14</p> <p>pre [2] - 87:3, 119:9</p> <p>pre-approval [1] - 119:9</p> <p>pre-qualify [1] - 87:3</p> <p>preparation [1] - 12:23</p> <p>prepare [1] - 55:13</p> <p>prepared [2] - 93:10, 107:24</p> <p>prequalification [3] - 85:4, 116:21, 118:1</p> <p>present [2] - 61:19, 127:8</p> <p>president [3] - 7:15, 8:7, 8:12</p> <p>pressure [1] - 122:11</p> <p>prevent [1] - 20:19</p> <p>previous [5] - 56:12, 56:14, 77:12, 83:10</p> <p>previously [1] - 100:10</p> <p>price [15] - 38:2, 72:4, 72:6, 72:19, 73:12, 80:5, 80:7, 80:12, 84:2, 84:4, 97:7, 111:12, 113:10, 113:12</p> <p>primarily [2] - 7:11, 13:10</p> <p>primary [2] - 89:8,</p>	<p>89:11</p> <p>printout [1] - 55:20</p> <p>privy [2] - 31:18, 37:11</p> <p>problem [13] - 19:12, 19:13, 20:19, 22:24, 53:6, 61:23, 78:18, 78:24, 86:18, 86:19, 90:1, 108:13, 124:11</p> <p>problematic [1] - 53:10</p> <p>problems [10] - 76:2, 76:10, 77:10, 77:11, 87:7, 87:8, 93:15, 93:16, 95:2, 99:6</p> <p>proceeded [1] - 117:13</p> <p>PROCEEDINGS [1] - 1:17</p> <p>proceedings [4] - 81:4, 126:16, 127:10, 127:14</p> <p>process [14] - 58:8, 58:10, 60:10, 63:2, 65:11, 79:5, 81:14, 84:23, 90:7, 96:1, 103:2, 116:21, 117:5</p> <p>produce [2] - 115:17, 115:22</p> <p>produced [4] - 4:14, 41:7, 69:16, 71:18</p> <p>professional [4] - 6:9, 70:6, 72:11, 84:12</p> <p>professionals [1] - 104:17</p> <p>profile [2] - 79:8, 79:9</p> <p>programs [1] - 8:1</p> <p>progressed [1] - 66:3</p> <p>project [4] - 58:24, 65:17, 65:19, 67:8</p> <p>projects [2] - 65:6, 78:8</p> <p>properly [1] - 99:3</p> <p>properties [3] - 55:3, 86:16, 103:18</p> <p>Property [8] - 74:13, 74:17, 75:10, 75:14, 75:23, 77:6, 103:6, 105:22</p> <p>property [101] - 10:24, 12:9, 13:7, 13:16, 14:10, 16:7, 17:9, 17:18, 18:21, 18:23, 19:2, 20:17, 21:22, 22:5, 22:10, 22:11, 22:12, 23:1, 23:6, 23:7, 23:16, 25:13, 25:23, 26:1, 27:7, 27:22, 28:20, 29:1, 29:7, 29:19, 29:22, 30:5, 30:6, 30:19, 30:24, 32:9, 32:22,</p>
<p style="text-align: center;">P</p>				
<p>P.M [1] - 1:19</p> <p>package [2] - 97:3, 119:2</p> <p>packet [2] - 10:10, 12:5</p> <p>page [24] - 26:23, 29:12, 29:15, 31:8, 34:17, 35:7, 35:10, 35:12, 40:13, 49:6, 49:7, 58:18, 58:21, 59:1, 95:23, 95:24, 96:22, 105:4, 112:8, 112:11, 112:15, 114:21, 114:22, 115:8</p> <p>paid [6] - 13:5, 63:23, 63:24, 87:17, 89:9, 120:12</p> <p>panel [2] - 43:10, 50:13</p> <p>paperwork [1] - 46:17</p> <p>paragraph [2] - 34:19, 105:4</p> <p>parcel [6] - 20:2, 24:2,</p>	<p>25:18, 54:3, 65:21, 79:16</p> <p>parcels [1] - 13:10</p> <p>pardon [1] - 25:22</p> <p>parents [1] - 86:22</p> <p>parked [1] - 8:19</p> <p>part [15] - 24:11, 38:17, 42:15, 52:8, 54:3, 54:16, 59:8, 97:3, 97:4, 100:7, 105:2, 115:23, 117:7</p> <p>particular [4] - 25:5, 30:17, 85:19, 100:6</p> <p>parties [4] - 9:11, 9:13, 85:14, 94:22</p> <p>party [2] - 98:5, 114:2</p> <p>pass [3] - 47:12, 57:17, 89:7</p> <p>passed [1] - 70:11</p> <p>past [1] - 25:12</p> <p>pay [9] - 73:9, 73:11, 85:14, 87:12, 87:19, 108:18, 119:23, 123:3, 123:5</p> <p>payment [4] - 85:23, 117:3, 119:21, 120:1</p> <p>pellet [2] - 84:7, 84:8</p> <p>people [11] - 20:16, 27:16, 37:24, 55:2, 58:6, 76:5, 81:17, 87:23, 91:7, 103:15, 125:18</p> <p>per [13] - 6:1, 14:4, 16:12, 16:18, 20:5, 25:18, 26:9, 84:21, 96:22, 121:6, 121:12, 121:17</p> <p>percent [7] - 6:6, 37:21, 42:5, 42:6, 48:7, 48:24, 49:1</p> <p>perfect [1] - 30:11</p> <p>perform [2] - 32:13, 70:6</p> <p>performance [1] - 99:7</p> <p>performed [1] - 99:14</p> <p>perhaps [2] - 24:15, 30:22</p> <p>period [4] - 70:15, 85:22, 90:13, 99:24</p> <p>permission [1] - 49:21</p> <p>permit [34] - 20:24, 21:1, 21:2, 22:16, 42:16, 43:10, 43:18, 46:2, 46:17, 50:24, 51:1, 51:4, 53:1, 53:13, 55:23, 56:3, 56:9, 56:15, 56:16, 57:6, 57:8, 58:12, 60:8, 66:3, 66:11, 66:23, 67:1, 67:11,</p>	<p>67:14, 67:15, 67:23, 102:7, 103:2</p> <p>permits [9] - 45:21, 50:22, 56:12, 56:24, 60:7, 77:16, 78:12, 93:16, 103:1</p> <p>permitted [11] - 30:16, 42:18, 42:20, 42:21, 43:7, 43:23, 45:4, 53:18, 66:10, 67:3, 67:10</p> <p>person [2] - 81:20, 120:8</p> <p>personally [1] - 100:11</p> <p>perspective [1] - 10:21</p> <p>pertains [1] - 96:4</p> <p>pertinent [8] - 11:22, 34:2, 112:9, 112:13, 112:18, 112:24, 113:3, 113:8</p> <p>pest [10] - 87:11, 90:10, 90:20, 90:24, 91:7, 91:12, 94:18, 96:17, 98:3, 98:13</p> <p>phone [2] - 89:1, 124:19</p> <p>photos [4] - 40:10, 40:13, 40:15, 40:17</p> <p>physically [1] - 51:8</p> <p>pick [5] - 79:17, 79:19, 107:11, 124:14, 124:22</p> <p>picks [1] - 94:4</p> <p>piece [1] - 79:16</p> <p>place [5] - 30:10, 35:22, 65:22, 78:13, 93:17</p> <p>placed [1] - 97:2</p> <p>places [1] - 21:23</p> <p>plaintiff [1] - 108:5</p> <p>Plaintiff [4] - 1:11, 3:4, 4:15, 41:8</p> <p>plaintiffs [1] - 108:4</p> <p>Plaintiffs [1] - 2:4</p> <p>plan [4] - 55:15, 57:5, 57:8, 59:9</p> <p>planned [1] - 30:3</p> <p>Planning [8] - 46:13, 46:19, 46:23, 47:1, 52:9, 53:20, 62:8, 63:8</p> <p>planning [4] - 46:19, 49:3, 49:4, 52:10</p> <p>plans [5] - 27:18, 46:5, 46:15, 55:11, 56:1</p> <p>plumbing [3] - 45:18, 66:16, 66:17</p> <p>point [14] - 17:15, 44:15, 44:17, 53:12,</p>	<p>63:18, 71:17, 78:17, 83:3, 86:21, 89:24, 91:22, 94:10, 107:13, 117:13</p> <p>POLAHA [1] - 1:8</p> <p>pop [1] - 28:8</p> <p>portions [3] - 33:18, 34:10, 115:5</p> <p>position [2] - 5:11, 31:6</p> <p>positions [5] - 6:11, 7:6, 8:6, 8:11, 9:7</p> <p>possibilities [6] - 26:24, 27:4, 27:9, 28:16, 30:20, 105:6</p> <p>possibility [4] - 27:12, 27:16, 31:3, 74:6</p> <p>potential [14] - 13:13, 36:20, 36:22, 77:23, 78:6, 80:14, 80:22, 81:24, 82:17, 85:12, 85:13, 91:4, 94:24, 104:23</p> <p>potentially [2] - 69:7, 93:20</p> <p>power [9] - 42:10, 42:11, 42:12, 42:15, 43:9, 43:18, 43:23, 45:5, 60:8</p> <p>practicable [1] - 114:3</p> <p>practice [2] - 24:14</p> <p>pre [2] - 87:3, 119:9</p> <p>pre-approval [1] - 119:9</p> <p>pre-qualify [1] - 87:3</p> <p>preparation [1] - 12:23</p> <p>prepare [1] - 55:13</p> <p>prepared [2] - 93:10, 107:24</p> <p>prequalification [3] - 85:4, 116:21, 118:1</p> <p>present [2] - 61:19, 127:8</p> <p>president [3] - 7:15, 8:7, 8:12</p> <p>pressure [1] - 122:11</p> <p>prevent [1] - 20:19</p> <p>previous [5] - 56:12, 56:14, 77:12, 83:10</p> <p>previously [1] - 100:10</p> <p>price [15] - 38:2, 72:4, 72:6, 72:19, 73:12, 80:5, 80:7, 80:12, 84:2, 84:4, 97:7, 111:12, 113:10, 113:12</p> <p>primarily [2] - 7:11, 13:10</p> <p>primary [2] - 89:8,</p>	<p>89:11</p> <p>printout [1] - 55:20</p> <p>privy [2] - 31:18, 37:11</p> <p>problem [13] - 19:12, 19:13, 20:19, 22:24, 53:6, 61:23, 78:18, 78:24, 86:18, 86:19, 90:1, 108:13, 124:11</p> <p>problematic [1] - 53:10</p> <p>problems [10] - 76:2, 76:10, 77:10, 77:11, 87:7, 87:8, 93:15, 93:16, 95:2, 99:6</p> <p>proceeded [1] - 117:13</p> <p>PROCEEDINGS [1] - 1:17</p> <p>proceedings [4] - 81:4, 126:16, 127:10, 127:14</p> <p>process [14] - 58:8, 58:10, 60:10, 63:2, 65:11, 79:5, 81:14, 84:23, 90:7, 96:1, 103:2, 116:21, 117:5</p> <p>produce [2] - 115:17, 115:22</p> <p>produced [4] - 4:14, 41:7, 69:16, 71:18</p> <p>professional [4] - 6:9, 70:6, 72:11, 84:12</p> <p>professionals [1] - 104:17</p> <p>profile [2] - 79:8, 79:9</p> <p>programs [1] - 8:1</p> <p>progressed [1] - 66:3</p> <p>project [4] - 58:24, 65:17, 65:19, 67:8</p> <p>projects [2] - 65:6, 78:8</p> <p>properly [1] - 99:3</p> <p>properties [3] - 55:3, 86:16, 103:18</p> <p>Property [8] - 74:13, 74:17, 75:10, 75:14, 75:23, 77:6, 103:6, 105:22</p> <p>property [101] - 10:24, 12:9, 13:7, 13:16, 14:10, 16:7, 17:9, 17:18, 18:21, 18:23, 19:2, 20:17, 21:22, 22:5, 22:10, 22:11, 22:12, 23:1, 23:6, 23:7, 23:16, 25:13, 25:23, 26:1, 27:7, 27:22, 28:20, 29:1, 29:7, 29:19, 29:22, 30:5, 30:6, 30:19, 30:24, 32:9, 32:22,</p>

<p>35:17, 40:11, 41:19, 42:17, 42:22, 45:23, 46:8, 46:9, 53:2, 53:6, 54:15, 54:19, 55:1, 64:13, 65:13, 65:24, 66:2, 71:2, 71:5, 71:14, 71:15, 71:16, 71:20, 72:5, 72:9, 72:12, 72:18, 72:19, 73:3, 74:20, 74:22, 76:11, 77:4, 78:12, 78:14, 78:22, 79:1, 79:7, 79:9, 79:16, 80:11, 80:19, 80:20, 81:15, 81:16, 81:22, 84:18, 86:5, 86:8, 89:19, 92:18, 93:2, 96:5, 98:17, 99:21, 99:23, 100:3, 102:8, 104:7, 104:20, 105:5, 108:14, 114:6</p> <p>proposal [7] - 44:5, 44:8, 44:10, 44:14, 45:14, 45:20, 55:8</p> <p>proposed [4] - 45:10, 55:13, 58:4, 59:13</p> <p>prospective [1] - 37:20</p> <p>protocol [1] - 120:5</p> <p>provide [3] - 84:10, 92:21, 114:1</p> <p>provided [2] - 45:24, 100:13</p> <p>public [6] - 18:23, 19:1, 20:20, 23:6, 36:18, 80:16</p> <p>pull [3] - 43:10, 56:3, 67:11</p> <p>pulled [6] - 50:22, 53:14, 56:13, 56:15, 56:16, 66:11</p> <p>pulls [1] - 71:9</p> <p>pumping [2] - 87:16, 120:11</p> <p>purchase [3] - 22:3, 25:13, 30:5</p> <p>purchased [1] - 71:15</p> <p>purchasing [1] - 29:19</p> <p>purely [1] - 67:24</p> <p>purport [3] - 19:1, 23:6, 36:17</p> <p>purporting [1] - 18:22</p> <p>purpose [3] - 59:16, 59:17, 62:13</p> <p>purposes [4] - 35:4, 99:21, 117:2, 117:3</p> <p>put [31] - 12:20, 30:12, 36:15, 37:6, 37:20, 42:10, 48:10, 51:7, 51:9, 51:12, 54:24,</p>	<p>56:22, 68:4, 74:16, 79:11, 80:17, 84:20, 86:5, 88:18, 89:7, 89:10, 89:12, 98:2, 98:4, 101:9, 101:12, 106:12, 107:4, 111:11, 116:2, 122:2</p> <p>puts [1] - 83:7</p>	<p>102:16</p> <p>reactivated [1] - 66:23</p> <p>read [11] - 21:15, 26:3, 27:6, 28:19, 37:8, 44:12, 98:7, 104:24, 114:8, 122:8, 122:13</p> <p>reading [2] - 28:19, 68:5</p> <p>ready [3] - 28:16, 80:6, 125:16</p> <p>Real [12] - 6:14, 6:15, 6:20, 8:20, 74:13, 74:17, 75:10, 75:14, 75:23, 77:6, 103:6, 113:22</p> <p>real [27] - 5:8, 5:10, 5:12, 5:18, 6:9, 6:24, 8:2, 10:13, 12:6, 19:8, 20:4, 21:22, 36:13, 64:11, 70:2, 70:3, 70:14, 70:16, 78:11, 83:16, 98:22, 99:17, 104:15, 114:1, 114:3, 119:18, 120:6</p> <p>realized [1] - 11:17</p> <p>really [8] - 24:7, 25:6, 26:5, 30:6, 31:17, 37:11, 53:9, 64:15</p> <p>realtor [10] - 5:19, 8:15, 9:2, 9:3, 9:4, 9:7, 9:17, 19:22, 20:10, 31:5</p> <p>realtor's [1] - 27:14</p> <p>realtors [8] - 8:3, 9:9, 9:11, 12:7, 13:2, 15:1, 15:8, 15:15</p> <p>Realtors [7] - 6:12, 7:7, 7:13, 8:6, 8:11, 70:8, 70:9</p> <p>realty [3] - 5:24, 9:8, 9:17</p> <p>reason [9] - 53:8, 53:23, 66:22, 77:21, 85:22, 101:14, 109:23, 112:7, 117:1</p> <p>reasonable [1] - 114:5</p> <p>reasonably [1] - 95:16</p> <p>receipts [1] - 100:12</p> <p>receive [6] - 81:21, 94:14, 94:15, 95:9, 97:23, 114:7</p> <p>received [17] - 9:1, 72:3, 78:2, 81:17, 81:19, 86:9, 93:3, 94:10, 95:3, 96:24, 97:8, 104:24, 121:7, 121:9, 121:13, 121:18, 121:19</p> <p>recently [2] - 6:13, 70:4</p>	<p>recess [2] - 60:17, 125:1</p> <p>recognitions [1] - 9:3</p> <p>recognize [15] - 51:15, 52:1, 52:15, 54:12, 55:5, 56:6, 57:2, 57:12, 59:24, 61:3, 63:5, 93:21, 93:22, 113:16, 117:22</p> <p>recommend [1] - 72:11</p> <p>recommended [1] - 74:7</p> <p>reconstruction [1] - 44:22</p> <p>record [12] - 4:24, 41:14, 44:19, 44:20, 46:18, 54:4, 55:1, 67:21, 67:22, 67:24, 69:22, 75:20</p> <p>records [4] - 10:11, 10:12, 46:4, 60:6</p> <p>recovering [1] - 83:14</p> <p>RECROSS [1] - 3:3</p> <p>rectify [1] - 67:4</p> <p>red [12] - 17:8, 17:12, 20:11, 22:21, 24:16, 24:18, 26:21, 101:6, 101:21, 105:2, 106:20</p> <p>redesign [1] - 62:3</p> <p>REDIRECT [2] - 3:3, 39:1</p> <p>reduce [1] - 48:21</p> <p>reduction [4] - 7:11, 48:18, 53:3, 53:19</p> <p>refer [1] - 114:15</p> <p>reference [1] - 80:4</p> <p>referenced [1] - 113:9</p> <p>refers [1] - 104:11</p> <p>refund [1] - 95:20</p> <p>regard [8] - 7:24, 10:22, 48:9, 78:9, 88:6, 92:17, 95:1, 96:20</p> <p>regarding [5] - 17:3, 17:19, 48:17, 61:7, 63:1</p> <p>regional [1] - 7:17</p> <p>regulated [1] - 14:5</p> <p>regulation [1] - 67:9</p> <p>regulations [3] - 10:19, 12:7, 67:7</p> <p>reinspections [1] - 87:17</p> <p>relate [1] - 70:1</p> <p>related [7] - 15:16, 17:23, 18:19, 39:7, 39:12, 69:8, 112:24</p> <p>relationship [3] - 65:1, 90:1, 92:1</p>	<p>relay [1] - 81:13</p> <p>relayed [1] - 30:13</p> <p>release [1] - 60:8</p> <p>released [2] - 95:14, 95:19</p> <p>releasing [1] - 25:3</p> <p>relevance [1] - 99:8</p> <p>relevant [1] - 114:4</p> <p>relieves [1] - 24:22</p> <p>relinquish [1] - 82:22</p> <p>relinquished [1] - 82:24</p> <p>remaining [1] - 66:15</p> <p>remarks [1] - 113:9</p> <p>remedied [1] - 21:18</p> <p>remedies [1] - 58:4</p> <p>remedy [1] - 108:21</p> <p>remember [11] - 21:21, 40:12, 50:16, 61:22, 62:10, 66:8, 68:5, 72:8, 90:17, 111:10, 111:22</p> <p>remodel [7] - 46:15, 53:8, 53:17, 54:1, 55:14, 56:16, 67:14</p> <p>remove [1] - 83:1</p> <p>RENO [2] - 1:20, 4:1</p> <p>Reno [6] - 2:6, 2:11, 41:23, 56:11, 70:7, 127:15</p> <p>Reno/Sparks [3] - 6:12, 8:5, 70:7</p> <p>repair [3] - 48:3, 106:7, 122:9</p> <p>repaired [2] - 89:10, 93:1</p> <p>repairs [13] - 22:14, 77:15, 84:6, 92:19, 95:15, 99:22, 100:10, 100:13, 106:8, 122:16, 122:22, 123:2, 123:5</p> <p>Repairs [13] - 92:23, 93:4, 94:16, 95:4, 95:8, 95:10, 120:17, 120:21, 121:7, 121:13, 121:16, 121:18, 122:5</p> <p>repeat [1] - 39:24</p> <p>replace [1] - 89:6</p> <p>report [21] - 21:5, 21:7, 21:12, 26:7, 31:22, 33:7, 33:8, 37:11, 48:11, 70:22, 72:15, 80:13, 91:20, 92:6, 92:10, 92:11, 97:21, 98:2, 98:7, 98:13, 98:14</p> <p>Reporter [1] - 127:5</p> <p>reports [8] - 21:10, 94:9, 94:10, 94:12,</p>
---	---	---	---	--

<p>97:17, 97:18, 98:15, 100:4</p> <p>represent [1] - 74:5</p> <p>representations [1] - 100:22</p> <p>represented [3] - 74:8, 85:13, 109:22</p> <p>represents [2] - 85:9, 85:11</p> <p>request [3] - 30:17, 55:23, 119:21</p> <p>requested [3] - 100:11, 100:14, 120:11</p> <p>requests [3] - 112:8, 112:13, 112:17</p> <p>require [3] - 24:10, 45:17, 56:2</p> <p>required [16] - 10:11, 22:15, 25:22, 48:6, 48:7, 49:23, 50:22, 50:23, 52:6, 52:19, 54:20, 54:21, 54:22, 55:12, 55:16, 92:18</p> <p>Required [12] - 92:22, 93:3, 94:16, 95:3, 95:8, 95:10, 120:17, 120:20, 121:7, 121:13, 121:17, 122:5</p> <p>requirement [3] - 48:24, 49:6, 107:13</p> <p>requirements [10] - 6:22, 11:14, 11:16, 33:6, 48:8, 48:16, 50:8, 50:18, 105:16, 105:18</p> <p>requires [3] - 46:14, 54:23, 105:19</p> <p>research [18] - 10:18, 11:20, 19:24, 20:1, 23:8, 23:10, 23:11, 23:23, 25:9, 25:12, 25:20, 26:2, 26:5, 26:10, 42:16, 43:15</p> <p>researched [1] - 20:2</p> <p>residence [13] - 35:3, 42:20, 61:7, 67:5, 67:24, 79:18, 89:8, 89:11, 94:4, 94:6, 102:1, 102:6</p> <p>residential [11] - 5:20, 5:22, 6:5, 6:7, 15:3, 42:6, 50:14, 53:11, 53:18, 55:14, 110:10</p> <p>resolve [2] - 91:3, 94:23</p> <p>resolved [2] - 94:19, 96:18</p> <p>respect [1] - 77:8</p> <p>respite [1] - 48:23</p>	<p>responding [1] - 102:15</p> <p>response [3] - 50:23, 57:24, 82:19</p> <p>responsibility [4] - 23:8, 31:2, 101:11, 120:2</p> <p>responsible [6] - 18:24, 119:11, 119:14, 119:19, 119:23, 120:1</p> <p>rest [4] - 59:11, 63:22, 122:8, 124:23</p> <p>resting [1] - 69:10</p> <p>restroom [1] - 124:24</p> <p>resubmitted [1] - 47:13</p> <p>resulting [1] - 64:8</p> <p>results [1] - 94:12</p> <p>retained [3] - 5:4, 10:2, 10:4</p> <p>return [1] - 122:11</p> <p>revamped [2] - 47:11, 47:12</p> <p>revealed [1] - 95:17</p> <p>reverse [4] - 89:8, 89:11, 122:2, 122:12</p> <p>review [11] - 10:4, 12:22, 13:21, 13:24, 46:19, 46:20, 55:15, 57:8, 59:9, 78:7, 92:14</p> <p>reviewed [8] - 10:9, 12:5, 12:13, 12:14, 14:24, 21:5, 54:5, 68:14</p> <p>reviewing [2] - 12:4, 60:20</p> <p>Revised [1] - 77:21</p> <p>reworking [1] - 44:6</p> <p>REY [1] - 112:16</p> <p>Reynold's [1] - 78:20</p> <p>Reynolds [7] - 71:3, 88:4, 88:11, 89:17, 89:18, 89:23, 92:11</p> <p>REYNOLDS [1] - 1:13</p> <p>Reynolds's [1] - 115:20</p> <p>Reynoldses [5] - 71:2, 75:1, 78:23, 80:4, 105:21</p> <p>Richard [1] - 72:13</p> <p>ring [1] - 106:16</p> <p>risers [2] - 88:18, 88:20</p> <p>risk [1] - 7:11</p> <p>RON [2] - 3:6, 41:6</p> <p>Ron [4] - 41:4, 41:15, 41:16, 61:2</p> <p>roof [1] - 82:8</p> <p>room [5] - 43:3, 47:23,</p>	<p>66:1, 73:23, 105:6</p> <p>rule [1] - 4:6</p> <p>run [2] - 27:17, 42:15</p> <p>running [2] - 42:12</p> <p>rural [2] - 20:8, 79:1</p>	<p>S</p> <p>safe [5] - 42:11, 43:22, 48:15, 60:8, 89:15</p> <p>sake [1] - 67:24</p> <p>sale [4] - 86:6, 86:7, 96:20, 108:3</p> <p>sales [9] - 5:20, 5:21, 6:10, 70:15, 70:17, 71:9, 71:11, 71:19, 72:2</p> <p>Sandoval [1] - 6:13</p> <p>Sanitation [2] - 57:22, 58:5</p> <p>sanitation [2] - 20:6, 58:2</p> <p>sat [4] - 47:13, 70:4, 73:18, 109:16</p> <p>satisfactory [1] - 16:21</p> <p>satisfied [1] - 99:18</p> <p>satisfy [1] - 99:22</p> <p>saw [4] - 14:6, 29:21, 33:17, 63:20</p> <p>scanned [1] - 54:2</p> <p>scenario [1] - 50:16</p> <p>schools [1] - 71:10</p> <p>scope [4] - 38:18, 64:16, 64:20, 64:21</p> <p>search [1] - 21:23</p> <p>seated [2] - 60:18, 125:2</p> <p>second [16] - 26:23, 31:8, 34:12, 44:12, 49:5, 49:7, 49:13, 53:13, 56:17, 56:20, 58:21, 61:10, 61:24, 62:3, 78:21, 86:3</p> <p>Second [1] - 127:5</p> <p>SECOND [1] - 1:6</p> <p>secondary [10] - 46:8, 46:21, 47:7, 47:22, 48:19, 55:10, 57:10, 57:21, 58:13, 61:11</p> <p>Section [1] - 114:2</p> <p>section [1] - 25:1</p> <p>secure [1] - 84:18</p> <p>see [46] - 10:4, 10:5, 11:2, 12:14, 18:21, 20:3, 21:1, 21:13, 22:4, 22:9, 22:11, 25:14, 27:21, 30:7, 30:14, 35:1, 35:16, 40:8, 40:10, 45:20, 56:2, 56:12, 59:16,</p>	<p>65:15, 67:17, 73:7, 78:22, 80:11, 80:24, 81:7, 83:12, 85:8, 86:14, 92:6, 98:13, 98:16, 104:3, 107:19, 110:18, 112:17, 114:23, 118:19, 121:1, 124:19, 126:11</p> <p>seeing [5] - 21:21, 36:19, 40:13, 83:6, 112:14</p> <p>seek [1] - 83:6</p> <p>seeking [1] - 46:12</p> <p>sees [2] - 80:16, 97:16</p> <p>selected [1] - 80:5</p> <p>sell [1] - 104:7</p> <p>seller [58] - 12:8, 17:7, 17:14, 17:15, 17:16, 18:10, 18:13, 18:19, 20:14, 28:10, 33:12, 36:5, 74:4, 74:6, 76:1, 76:8, 76:16, 76:18, 77:1, 77:22, 78:2, 79:11, 79:22, 81:23, 82:3, 82:11, 84:4, 85:12, 85:14, 87:17, 87:18, 87:19, 87:20, 88:3, 92:23, 93:14, 94:15, 95:4, 95:13, 95:14, 95:20, 95:21, 96:7, 96:8, 100:11, 102:17, 102:18, 106:7, 106:24, 107:6, 107:17, 107:18, 108:9, 109:16, 119:19, 120:1, 120:12, 122:9</p> <p>Seller's [1] - 74:13</p> <p>seller's [10] - 21:22, 22:5, 22:10, 22:12, 36:4, 39:5, 80:19, 92:22, 94:15, 95:5</p> <p>sellers [8] - 74:1, 83:21, 84:1, 89:9, 100:22, 102:9, 102:20, 108:20</p> <p>Sellers [6] - 74:17, 75:10, 75:14, 75:23, 77:6, 103:6</p> <p>sellers' [4] - 13:2, 15:15, 30:13, 39:7</p> <p>semi [1] - 103:19</p> <p>semi-custom [1] - 103:19</p> <p>send [1] - 104:23</p> <p>sent [3] - 83:13, 83:21, 92:11</p> <p>sentence [1] - 113:4</p> <p>separate [18] - 13:6, 13:18, 15:2, 23:16,</p>	<p>27:7, 27:21, 28:20, 28:24, 29:6, 30:23, 43:23, 47:17, 48:2, 48:4, 49:16, 51:1, 51:3, 105:5</p> <p>separated [2] - 48:1, 49:15</p> <p>separating [1] - 50:1</p> <p>September [11] - 33:12, 36:9, 109:20, 110:5, 110:24, 111:4, 111:5, 111:14, 111:19, 115:9</p> <p>septic [75] - 13:11, 14:4, 14:5, 14:9, 14:13, 14:19, 14:22, 15:4, 15:16, 16:4, 16:17, 16:20, 17:3, 17:23, 18:19, 20:5, 22:17, 22:20, 23:13, 24:3, 24:8, 25:18, 27:18, 31:24, 32:12, 33:1, 38:20, 39:13, 40:4, 47:8, 47:11, 47:20, 48:3, 48:14, 50:2, 50:3, 50:24, 51:6, 51:19, 54:17, 54:18, 62:2, 62:4, 75:3, 77:10, 77:11, 81:10, 81:11, 81:12, 81:13, 87:16, 87:19, 88:6, 88:10, 89:16, 89:20, 90:24, 91:20, 92:7, 92:8, 92:10, 93:16, 94:18, 96:11, 98:2, 98:3, 98:12, 103:8, 103:15, 104:2, 105:11, 119:12, 120:11</p> <p>septics [6] - 10:23, 28:1, 28:2, 48:4, 50:1, 54:24</p> <p>serve [1] - 7:21</p> <p>served [7] - 6:14, 7:8, 7:14, 7:19, 8:7, 8:12, 40:3</p> <p>service [5] - 7:18, 12:21, 86:11, 93:11, 93:20</p> <p>Service [2] - 7:20, 14:20</p> <p>services [1] - 55:8</p> <p>Services [1] - 91:6</p> <p>set [3] - 38:15, 53:24, 95:13</p> <p>setbacks [1] - 54:18</p> <p>settled [1] - 108:20</p> <p>seven [1] - 90:18</p> <p>several [4] - 39:4, 46:6, 46:20, 58:9</p> <p>Sewage [1] - 57:22</p>
--	--	--	---	---	--

sewage [2] - 68:3, 68:6 Sewer [1] - 58:4 sewer [8] - 31:13, 47:17, 47:18, 47:20, 48:1, 48:2, 90:5, 92:2 shall [1] - 114:2 shape [1] - 44:23 shed [2] - 42:9, 65:14 sheet [1] - 68:5 Sherrie [1] - 4:10 SHERRIE [2] - 3:5, 4:13 Sherrie,S [1] - 5:1 Sherrie,S-H-E-R-I-E [1] - 5:1 short [1] - 30:18 Shorthand [1] - 127:4 show [5] - 40:17, 54:16, 62:14, 81:12 showed [3] - 81:20, 91:7, 122:6 showing [1] - 46:16 showings [1] - 81:20 shown [1] - 72:23 shows [2] - 39:20, 40:1 side [4] - 33:16, 33:20, 53:2, 63:3 sides [1] - 100:21 sign [11] - 46:23, 74:9, 78:1, 86:6, 86:7, 86:11, 97:15, 97:16, 98:1, 98:8, 104:24 signature [2] - 21:14, 76:17 signatures [1] - 111:21 signed [10] - 22:2, 22:4, 22:10, 43:16, 52:23, 53:15, 73:1, 74:11, 100:9, 112:4 significant [3] - 56:18, 56:20, 57:7 significantly [1] - 63:19 signing [1] - 98:4 similar [1] - 44:22 simply [1] - 66:22 single [7] - 15:3, 46:9, 47:20, 79:18, 94:4, 94:6, 102:5 sit [3] - 19:19, 73:19, 107:18 site [1] - 94:3 sites [1] - 37:21 sitting [1] - 50:19 situation [4] - 12:1, 20:15, 22:17, 37:7 size [27] - 10:23, 14:4,	14:9, 14:21, 16:5, 16:6, 17:23, 21:18, 22:20, 22:24, 32:5, 32:7, 32:12, 32:20, 33:1, 39:12, 44:22, 48:18, 48:20, 48:21, 49:2, 51:6, 53:20, 75:3, 81:13, 90:2, 90:4 sized [1] - 47:21 slash [1] - 67:10 sloping [1] - 55:2 smoke [1] - 50:11 sold [1] - 103:18 solely [1] - 118:2 solving [1] - 95:2 someone [2] - 29:2, 68:7 sometime [1] - 65:13 sometimes [1] - 65:8 somewhere [1] - 65:23 soon [1] - 114:3 sorry [16] - 26:11, 37:3, 40:7, 40:13, 40:14, 55:22, 64:19, 76:23, 104:13, 109:3, 109:21, 111:1, 112:10, 112:14, 116:6, 124:15 sort [6] - 20:7, 21:10, 24:9, 26:4, 105:9, 108:21 source [3] - 77:19, 114:6, 115:1 space [5] - 49:11, 49:18, 50:5, 106:12, 114:23 span [1] - 70:21 special [2] - 102:7, 102:8 specifically [12] - 24:21, 25:20, 42:23, 75:2, 80:12, 85:9, 88:6, 89:22, 97:18, 97:20, 99:23, 107:17 specifics [1] - 26:5 speculating [1] - 76:4 speculation [1] - 99:4 spell [2] - 4:24, 41:14 spent [2] - 37:17, 70:14 square [15] - 31:13, 53:3, 53:19, 81:10, 107:1, 107:5, 107:9, 107:14, 107:20, 107:22, 113:1, 113:2, 113:5, 113:6, 115:1 stairwell [1] - 49:14	stall [1] - 117:12 stalled [3] - 117:5, 117:6, 117:11 stamp [1] - 54:1 standards [1] - 70:6 start [1] - 79:6 started [2] - 78:9, 87:9 starting [2] - 58:18, 59:1 state [13] - 4:23, 8:12, 9:4, 10:11, 22:15, 31:22, 41:13, 69:22, 105:16, 105:18, 107:24, 121:6, 121:8 State [5] - 6:23, 6:24, 10:17, 21:9, 127:6 STATE [2] - 1:7, 127:1 Statement [7] - 74:14, 74:18, 75:15, 75:24, 77:7, 103:7, 105:23 statement [8] - 30:18, 31:8, 35:19, 75:24, 78:12, 103:24, 105:3, 114:10 statements [2] - 32:18, 101:9 states [7] - 13:6, 14:14, 14:23, 76:9, 85:9, 85:11, 103:21 stating [3] - 76:3, 85:6, 94:16 status [2] - 57:5, 57:8 statute [10] - 15:18, 15:20, 24:24, 25:2, 96:3, 104:11, 104:12, 104:13, 104:14, 106:2 Statute [1] - 77:22 statutory [3] - 9:8, 17:20, 19:4 stay [2] - 8:3, 73:23 stayed [2] - 73:22 steering [1] - 8:13 stenotype [2] - 127:9, 127:13 step [7] - 40:24, 53:22, 87:3, 90:7, 90:8, 90:9, 123:14 steps [11] - 46:1, 46:3, 46:7, 49:22, 62:1, 62:3, 62:6, 62:14, 63:2, 63:13, 103:1 sterilization [1] - 20:7 still [2] - 53:16, 117:13 stop [4] - 86:3, 97:9, 100:5, 101:5 storage [18] - 48:23, 49:20, 53:1, 53:17, 54:1, 55:9, 55:14, 56:15, 56:17, 57:9, 58:13, 59:18, 60:5,	66:5, 66:12, 67:4, 67:10, 67:23 story [1] - 56:22 stove [3] - 73:21, 84:7, 84:8 straight [1] - 25:5 strictly [1] - 108:3 strike [4] - 22:22, 94:8, 103:22, 108:23 structural [10] - 59:12, 77:14, 90:10, 90:24, 94:17, 96:17, 97:21, 97:22, 98:3, 98:11 structure [3] - 46:16, 59:13, 59:15 structures [3] - 90:2, 90:5, 92:1 studio [4] - 13:8, 23:18, 27:8, 105:6 stuff [3] - 103:17, 115:19, 126:12 style [2] - 43:3, 65:15 subcontracting [1] - 41:18 subject [6] - 34:20, 35:12, 38:6, 71:1, 101:2, 124:4 submit [3] - 9:16, 9:20, 121:15 submitted [3] - 46:15, 55:21, 58:4 subs [1] - 63:22 suburban [2] - 11:17, 12:1 sued [1] - 74:24 sufficient [1] - 28:5 suggest [4] - 76:21, 76:24, 80:9, 80:13 suggested [3] - 72:5, 73:7, 90:1 suggesting [3] - 23:22, 24:20, 38:14 supplied [3] - 71:8, 79:13, 85:20 survey [3] - 54:15, 54:20, 87:13 sustain [1] - 16:24 sustained [1] - 109:5 sworn [3] - 4:15, 41:8, 69:17 SWSB [5] - 47:6, 47:9, 47:13, 57:23, 61:6 system [22] - 15:17, 16:4, 16:20, 18:20, 46:18, 47:8, 50:2, 54:17, 54:18, 62:2, 62:4, 81:10, 81:13, 88:6, 89:11, 91:20, 92:7, 103:8, 104:3, 105:12, 122:2, 122:13	systems [1] - 54:24 T table [4] - 80:10, 80:23, 81:5, 94:22 tack [1] - 105:6 talks [1] - 29:12 Tammy [1] - 83:18 tank [26] - 14:4, 14:9, 14:22, 15:4, 17:3, 21:19, 22:20, 23:13, 31:13, 32:5, 32:7, 32:20, 38:20, 47:20, 47:24, 48:3, 48:14, 50:4, 51:6, 51:12, 68:3, 82:13, 89:5, 89:9, 122:11 tanks [2] - 51:9, 103:20 tear [2] - 44:18, 44:21 Tectonics [2] - 42:2, 42:4 ten [2] - 6:1, 41:22 tend [1] - 16:23 term [2] - 7:21, 29:3 terms [1] - 6:14 test [2] - 87:24, 88:1 testified [11] - 4:16, 41:9, 45:3, 69:18, 109:15, 110:2, 111:7, 111:24, 116:4, 119:10, 123:7 testify [3] - 120:15, 120:16, 124:7 testifying [5] - 18:3, 22:19, 38:19, 39:11, 116:24 testimony [10] - 22:23, 33:14, 38:19, 68:7, 87:6, 100:18, 117:9, 120:14, 122:1, 126:4 testing [1] - 45:16 THE [245] - 1:6, 1:7, 1:8, 4:3, 4:8, 9:18, 9:22, 11:3, 11:6, 11:8, 11:10, 11:12, 12:16, 15:24, 16:23, 18:1, 18:4, 18:9, 18:13, 18:15, 18:16, 19:20, 22:7, 22:9, 26:12, 26:15, 26:16, 26:17, 26:18, 26:19, 26:20, 26:22, 26:23, 27:1, 27:2, 27:6, 27:9, 27:10, 27:11, 27:20, 27:24, 28:3, 28:4, 28:6, 28:7, 28:11, 28:14, 28:18, 28:23, 28:24, 29:3, 29:4, 29:5, 29:10, 29:14, 29:16, 29:18,
--	---	--	---	--

<p>29:24, 30:1, 30:2, 30:8, 30:21, 31:5, 31:10, 31:15, 31:17, 31:20, 32:17, 33:10, 33:13, 33:17, 34:4, 34:6, 34:9, 34:11, 34:15, 34:16, 34:17, 34:18, 34:19, 34:24, 35:1, 35:6, 35:8, 35:9, 35:10, 35:11, 35:14, 35:15, 35:17, 35:20, 35:23, 35:24, 36:1, 36:2, 36:4, 36:5, 36:7, 36:10, 36:12, 36:20, 36:22, 36:24, 37:1, 37:2, 37:3, 37:6, 37:8, 37:15, 37:16, 38:1, 38:5, 38:7, 38:10, 38:21, 39:15, 39:18, 40:22, 40:24, 41:3, 43:12, 43:14, 51:6, 51:8, 51:13, 54:9, 59:3, 60:13, 60:16, 60:18, 60:24, 62:12, 62:15, 62:18, 62:22, 64:3, 64:4, 64:17, 64:18, 64:20, 68:12, 68:17, 68:19, 68:21, 68:24, 69:5, 69:10, 69:12, 70:10, 70:11, 75:5, 75:6, 75:7, 75:8, 75:12, 75:14, 75:16, 75:17, 75:18, 75:19, 75:20, 75:22, 76:5, 76:7, 87:5, 87:8, 91:17, 93:7, 94:1, 94:3, 95:23, 95:24, 99:9, 99:10, 100:17, 100:20, 100:21, 100:24, 101:1, 101:7, 101:8, 101:10, 101:11, 101:14, 101:18, 101:19, 101:20, 102:3, 102:12, 102:17, 102:19, 102:20, 102:23, 102:24, 103:4, 103:5, 103:8, 103:12, 104:1, 104:4, 105:2, 105:8, 105:9, 105:13, 105:24, 106:10, 106:15, 106:16, 106:19, 108:2, 108:5, 108:6, 108:8, 108:11, 109:1, 109:2, 109:5, 110:14, 111:18, 111:20, 117:19, 118:7, 118:10,</p>	<p>123:13, 123:17, 123:19, 123:22, 124:2, 124:5, 124:13, 124:16, 124:18, 124:21, 124:24, 125:2, 125:9, 125:11, 125:17, 125:20, 125:24, 126:2, 126:7, 126:9, 126:11 themselves [1] - 99:23 thereafter [1] - 127:10 third [5] - 35:12, 98:5, 112:12, 112:15, 112:16 thoughts [1] - 5:5 thousand [5] - 14:14, 16:8, 23:13, 51:12, 103:20 thousands [4] - 20:16, 37:23, 37:24 three [41] - 6:14, 6:18, 7:3, 8:21, 13:6, 13:12, 13:16, 13:18, 13:22, 15:2, 16:8, 23:14, 23:16, 25:21, 25:22, 26:1, 26:7, 26:16, 26:23, 27:6, 27:21, 28:4, 28:19, 29:21, 30:11, 30:23, 32:9, 32:22, 35:15, 36:18, 39:15, 39:21, 40:1, 58:18, 59:1, 59:10, 72:13, 102:1, 105:4, 112:16, 120:16 threw [1] - 68:9 tied [1] - 47:19 timeframe [1] - 96:24 timeframes [1] - 37:10 timely [1] - 95:9 title [6] - 71:8, 72:3, 86:22, 89:20, 89:23, 119:3 Title [1] - 71:19 today [5] - 5:3, 12:23, 41:16, 54:7, 67:2 together [2] - 60:7, 116:2 tomorrow [6] - 124:14, 124:22, 125:7, 125:12, 126:11, 126:13 took [9] - 14:8, 35:22, 46:19, 54:2, 60:20, 62:14, 83:4, 110:1, 127:9 tool [4] - 79:7, 79:10, 80:1, 80:9 top [4] - 19:23, 50:20, 115:8, 121:6</p>	<p>topo [1] - 54:17 total [3] - 64:3, 106:12, 114:23 touch [1] - 74:15 traffic [1] - 37:22 trained [1] - 104:4 transaction [24] - 9:12, 9:15, 12:9, 13:2, 17:5, 19:9, 22:2, 32:14, 37:9, 37:13, 39:6, 85:24, 93:5, 98:9, 106:6, 106:9, 108:14, 114:3, 116:24, 117:11, 117:12, 117:13, 118:13, 119:5 transactions [10] - 5:18, 5:24, 9:17, 10:13, 12:6, 19:11, 20:8, 24:16, 70:24, 119:18 transcribed [1] - 127:10 TRANSCRIPT [1] - 1:17 transcript [1] - 127:12 transcription [1] - 127:13 transpire [1] - 19:1 transposed [1] - 82:13 treat [1] - 9:13 treated [2] - 49:18, 49:19 treble [1] - 101:2 trees [1] - 79:12 TRIAL [1] - 1:18 tried [2] - 56:23, 67:22 triggers [1] - 47:4 trip [1] - 56:9 trouble [1] - 27:17 Truck [1] - 14:20 true [9] - 24:21, 99:5, 104:19, 118:8, 120:10, 120:19, 122:4, 122:19, 127:13 truss [1] - 59:9 trustee [2] - 7:19, 8:1 truth [1] - 103:23 try [4] - 46:1, 46:7, 47:6, 57:17 trying [8] - 20:19, 24:19, 42:11, 42:14, 46:20, 60:6, 60:7, 60:8 TUESDAY [2] - 1:19, 4:1 turn [19] - 12:18, 14:16, 34:15, 45:7, 51:5, 51:24, 52:13,</p>	<p>54:11, 55:4, 56:5, 57:11, 59:19, 61:2, 63:4, 113:14, 114:12, 115:4, 120:22, 120:23 twice [1] - 112:1 two [17] - 6:18, 27:12, 29:8, 29:14, 33:19, 48:2, 49:16, 51:9, 56:12, 56:22, 58:23, 61:17, 62:21, 64:24, 68:7, 82:23, 103:18 two-story [1] - 56:22 tying [1] - 27:24 type [2] - 35:19, 42:3 typewriting [1] - 127:11 typical [1] - 79:1 typically [7] - 5:20, 17:7, 20:8, 29:10, 37:4, 42:3, 85:12</p>	<p>39:3, 42:15, 42:17, 46:4, 46:21, 47:5, 48:2, 53:7, 53:11, 63:18, 69:8, 73:2, 79:18, 79:19, 80:5, 80:7, 82:5, 84:16, 84:23, 88:14, 89:24, 91:3, 91:8, 94:4, 96:6, 96:11, 104:2, 104:3, 106:18, 106:19, 107:11, 107:14, 123:3, 123:5, 124:14, 124:22 up-to-date [1] - 46:4 upgrade [1] - 43:10 upper [23] - 42:9, 42:15, 43:7, 43:9, 43:10, 43:12, 43:18, 43:19, 43:20, 43:22, 44:17, 46:2, 48:23, 51:3, 60:5, 60:9, 65:14, 65:24, 66:1, 66:2, 112:11, 112:15, 112:16 ups [1] - 103:10 upstairs [1] - 43:2 usable [1] - 65:16 utility [2] - 34:21, 35:13 utilization [1] - 106:13 utilize [2] - 44:16, 53:16 utilizes [1] - 41:17 utopia [1] - 93:18</p>
U				
<p>ultimately [7] - 43:20, 45:4, 47:14, 47:16, 51:22, 51:23, 52:22 unchanged [1] - 39:23 under [10] - 8:20, 17:21, 22:13, 52:10, 73:7, 73:8, 75:22, 77:21, 101:1, 114:2 underlying [2] - 126:3, 126:4 underneath [1] - 112:12 understood [2] - 33:19, 38:12 unfortunately [1] - 85:21 unit [14] - 11:23, 20:17, 25:16, 29:3, 29:4, 29:6, 29:8, 53:18, 56:15, 56:17, 58:13, 67:17, 78:21, 107:9 units [31] - 11:24, 13:7, 13:13, 13:18, 15:2, 17:9, 22:11, 23:1, 23:16, 24:5, 26:1, 26:23, 27:7, 27:21, 28:20, 29:1, 29:8, 29:15, 30:23, 31:24, 32:8, 32:9, 32:12, 32:21, 32:22, 33:2, 36:18, 40:18, 68:7, 102:1, 105:5 unlimited [1] - 30:20 up [47] - 6:18, 11:10, 11:21, 16:10, 16:12, 17:9, 24:15, 24:17, 25:22, 28:8, 38:10,</p>				
V				
<p>vacant [3] - 99:21, 99:24 Vacuum [1] - 14:20 Valley [1] - 65:18 value [9] - 35:5, 35:16, 36:14, 36:17, 64:8, 64:14, 71:22, 72:19, 104:20 valve [1] - 122:12 variance [14] - 47:14, 47:16, 50:9, 51:20, 51:22, 52:10, 52:11, 57:22, 58:1, 61:11, 61:14, 62:5, 63:2, 63:14 variation [1] - 24:1 various [5] - 6:11, 7:14, 9:3, 10:16, 58:7 verbal [2] - 28:11, 28:13 verify [10] - 10:22, 25:10, 54:18, 101:12, 101:18,</p>				

112:9, 112:13, 112:18, 112:24, 113:7 versus [1] - 53:8 via [2] - 83:17, 89:1 view [2] - 11:3, 11:9 violated [3] - 15:19, 17:20, 19:4 violation [2] - 10:6, 93:19 volatile [1] - 19:9 volume [1] - 34:13 VOLUME [1] - 1:18 volunteered [1] - 6:10 vs [1] - 1:12	wife [2] - 83:2, 83:17 willing [2] - 106:7, 122:9 wired [1] - 50:11 WITNESS [82] - 11:12, 18:16, 22:9, 26:15, 26:17, 26:19, 26:22, 27:1, 27:6, 27:10, 27:20, 28:3, 28:6, 28:18, 28:24, 29:4, 29:10, 29:16, 29:24, 30:2, 30:21, 31:10, 31:17, 34:16, 34:18, 34:24, 35:6, 35:9, 35:11, 35:15, 35:20, 35:24, 36:2, 36:5, 36:12, 36:22, 37:1, 37:3, 37:8, 37:16, 38:7, 39:18, 43:14, 51:8, 51:13, 64:4, 64:17, 70:11, 75:6, 75:8, 75:14, 75:17, 75:19, 75:22, 76:7, 87:8, 94:3, 95:24, 99:9, 100:20, 100:24, 101:7, 101:10, 101:14, 101:19, 102:3, 102:17, 102:19, 102:24, 103:5, 103:12, 104:4, 105:8, 105:13, 106:15, 106:19, 108:5, 108:8, 109:2, 111:20, 124:18, 124:24 witness [15] - 4:4, 4:14, 5:4, 5:6, 11:2, 12:14, 41:7, 54:6, 69:16, 123:16, 123:17, 124:5, 124:18, 125:2, 125:14 witness's [1] - 38:19 WITNESSES [1] - 3:3 witnesses [4] - 4:7, 4:9, 123:16, 123:22 Women's [1] - 8:10 word [1] - 21:20 words [2] - 21:18, 23:21 works [2] - 56:11, 103:10 worms [1] - 43:8 worth [4] - 71:16, 71:20, 71:24, 72:9 writing [2] - 82:18, 82:20 written [1] - 21:4 wrote [2] - 82:10, 82:11	Y year [8] - 6:1, 6:2, 6:3, 7:22, 9:4, 48:11, 70:19, 70:24 years [16] - 6:1, 6:18, 7:4, 7:15, 7:20, 8:9, 8:24, 41:22, 41:24, 65:4, 70:4, 78:3, 94:2, 98:23, 100:19 yesterday [1] - 54:7
W	zone [1] - 20:21 zoned [3] - 11:17, 46:8, 46:9 zoning [10] - 11:14, 11:16, 12:6, 20:21, 20:24, 93:19, 94:5, 94:6, 101:23, 102:8	Z

Code No. 4185

IN THE SECOND JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE
THE HONORABLE JEROME M. POLAHA, DISTRICT JUDGE

-oOo-

JOHN LINDBERG,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CV15-00281
)	
)	
HARRY REYNOLDS,)	Dept. No. 3
)	
Defendant.)	
<hr/>)	

TRANSCRIPT OF PROCEEDINGS
TRIAL, VOLUME III
WEDNESDAY, AUGUST 22ND, 2018; 11:00 A.M.
RENO, NEVADA

Joan Dotson, NV CSR #102

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

A P P E A R A N C E S

For the Plaintiffs: JOHN MOORE
 Attorney at Law
 Reno, Nevada

For the Defendants: GLADE HALL
 Attorney at Law
 Reno, Nevada

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

* I N D E X *

WITNESSES: DIRECT CROSS REDIRECT RECROSS

For the Plaintiff:

--

For the Defendant:

GLORIA BREWBICK	8	--	--	--
-----------------	---	----	----	----

1 WEDNESDAY, AUGUST 22ND, 2018; RENO, NEVADA

2 -oOo-

3 THE COURT: Good morning. Counsel, are you
4 ready?

5 MR. HALL: Yes. We have to get Gloria
6 Brewbick in please.

7 -oOo-

8 GLORIA BREWBICK

9 produced as a witness on behalf of
10 the Defendant, being first duly sworn,
11 was examined and testified as follows:

12

13 DIRECT EXAMINATION:

14 BY MR. HALL:

15 Q State your name and address please?

16 A My name is Gloria Brewbick. And my address
17 is 3273 Spring Creek Circle, Reno, Nevada.

18 Q And what is your occupation?

19 A I am an escrow officer with First Centennial
20 Title.

21 Q How long have you been employed there?

22 A I've been employed at First Centennial for
23 ten years.

24 Q And what is your title?

1 A Senior escrow officer.

2 Q How long have you been doing that kind of
3 work?

4 A I have been doing escrow for 44 years.

5 Q Have you seen a change in the way business is
6 done over those 44 years?

7 A Yes, sir, we have.

8 Q Would it be a fair characteristic of the
9 process as it is today that there are lots of forms that
10 need to be filled in during the process of escrow?

11 MR. MOORE: I'll object, your Honor. I
12 believe she was allowed to testify about her knowledge
13 about the facts of this case.

14 MR. HALL: I am laying a foundation.

15 THE COURT: This is background. I'll allow
16 it. Go ahead.

17 BY MR. HALL:

18 Q Are there lots of forms involved in this
19 process?

20 A Yes, there is additional paperwork these
21 days.

22 Q Some mandated by the state or Real Estate
23 Division?

24 A There are certain forms mandated for all

1 industries. What's required of me is probably different
2 than what is required of a real estate agent.

3 Q Can you just briefly describe what the escrow
4 process, how it -- when it is opened and closed?

5 A With the escrow process -- this is just
6 simplistic. When we receive an offer and acceptance, we
7 start a preliminary title search to check to see the
8 ownerships of the property. We contact the principles,
9 if we need to order pay off's and obtain information. We
10 do escrow instructions based on the contract, as far as
11 sales price, timeframes. We wait for loan documents, if
12 there is a loan involved. And then we call in all
13 clients to sign their paperwork and close the
14 transaction. It is just a simple explanation.

15 Q Yes. Did you -- were you the escrow officer
16 for an escrow between Mr. and Mrs. Reynolds and Mr. and
17 Mrs. Lindberg in January of 2013?

18 A Yes, I was.

19 Q And did you conduct the entire escrow process
20 start to finish?

21 A Yes, sir.

22 Q Did you bring your file with you here today?

23 A Yes, sir, I have it as subpoenaed.

24 Q Could you find within that file documents

1 signed -- signing off on inspections?

2 MR. MOORE: I haven't seen that subpoena or
3 the documents.

4 THE COURT: Now, are they outside of the
5 exhibits that --

6 MR. HALL: They are, yes, they are, your
7 Honor.

8 THE COURT: -- that you produced?

9 MR. HALL: Our position is that they should
10 have been in counsel's file, in the documents he
11 produced.

12 THE COURT: But they weren't and then you were
13 to meet and show exhibits you were going to introduce.
14 And you didn't meet.

15 MR. HALL: I made -- when I made my -- page by
16 page look at the exhibits, I thought they were there. I
17 mean, when I say page by page, I mean tab by tab. They
18 are documents. They are in the escrow to this case.
19 They were important as I understand to what happened in
20 the case.

21 THE COURT: Why didn't you show up Thursday or
22 Friday?

23 MR. HALL: Thursday or Friday?

24 THE COURT: Yeah. For the marking of

1 exhibits.

2 MR. HALL: We were still trying to get our
3 exhibits together, your Honor. We hadn't completed that
4 process. And we saw the exhibits that counsel had
5 produced and decided we wouldn't need extra -- any extra
6 exhibits. When I was putting my examination of witnesses
7 together, I realized we didn't have these documents. I
8 have the documents. They've been -- each side has the
9 documents. It is not that they are -- not in the case or
10 relevant to the case or known to the case.

11 THE COURT: I know. We have certain rules
12 that have been set up and need to be followed. And
13 that's what that section is for where you mark the
14 exhibits that you are going to be using for trial and
15 have them marked or at least talk about which ones are
16 objectionable and what is not objectionable.

17 And that, as well as the trial statements,
18 were filed late. That's what the motions for sanctions
19 is about.

20 MR. HALL: I understand that, your Honor.
21 Again, my explanation is simply that I thought that --
22 Mr. Moore had put all the documents in relative to the
23 escrow. When I looked through these certain documents
24 they were not there.

1 THE COURT: All right. Mr. Moore?

2 MR. MOORE: And, your Honor, it is also
3 concerning to me that this is apparently the result of a
4 subpoena served upon this witness requesting documents
5 that I haven't seen and we are well beyond -- I haven't
6 seen the subpoena. We are well beyond the discovery
7 deadlines. This isn't a chance to get additional
8 discovery.

9 THE COURT: Is that based on a subpoena duces
10 tecum?

11 MR. HALL: She didn't receive it -- a subpoena
12 duces tecum. I asked her to bring the file with her,
13 which she agreed to do.

14 MR. MOORE: She testified that it was via
15 subpoena but --

16 MR. HALL: Your Honor, they are an integral
17 part of the documents that should be -- that were in this
18 escrow and they are -- I mean, they are selected pages
19 that have been taken out that are very, very important --

20 MR. MOORE: And all these documents --

21 MR. HALL: -- and received by Mr. Moore.

22 MR. MOORE: All these documents were produced,
23 your Honor, previously in this case. We provided what we
24 believe was pertinent to prove our case to the Court last

1 Thursday. We also put that in our pre-trial statement
2 back in February. We also indicated what we would be
3 doing in this case for many, many months. If they felt
4 like they needed some additional documents that were in
5 this file, they could have done it in February, last
6 Thursday. They could have done it many, many, many
7 months ago. So I don't believe there is anything in
8 there that I am worried about. I just want to keep the
9 process the process.

10 MR. HALL: I believe that Mr. Pereos was --

11 THE COURT: Who?

12 MR. HALL: Nick Pereos, your Honor. He was
13 counsel before.

14 THE COURT: Pereos.

15 MR. HALL: And I believe they were produced.

16 THE COURT: Counsel admitted that they were
17 produced.

18 MR. HALL: Right.

19 THE COURT: The objection is that you didn't
20 produce them at the time for the exchange of exhibits to
21 be marked. And you didn't file a trial statement showing
22 that you are going to be using them.

23 MR. HALL: All I can say is -- there was no
24 effort on my part to surprise anyone.

1 THE COURT: I'm sure there wasn't. It is just
2 that the procedure hasn't been followed and counsel is
3 objecting to the lack of conformity to the procedure
4 that's prescribed.

5 MR. HALL: The only thing I guess I can say to
6 that, your Honor, is -- I apologize. But these documents
7 are really -- should be in the case. They should have
8 been in the documents. What I am trying to say here
9 is -- there are documents that are here that are in
10 the -- in the area or excuse me in the subject matter
11 that I am asking for the documents from her. And by that
12 what I mean is -- they are inspection reports that are
13 signed off by the Lindbergs.

14 THE COURT: All right. I'll go ahead and let
15 you ask these questions. But then the sanction motion
16 that's been filed will be more addressed to you rather
17 than your client's case.

18 MR. HALL: I'm sorry. Say that again.

19 THE COURT: They'll be addressed to you rather
20 than your client's case. Go ahead and ask the questions.

21 MR. HALL: All right.

22 Q Near the end of the escrow in this case, did
23 you meet with the buyers and have certain documents
24 signed by them?

1 A During the course of the escrow, they
2 appeared in our office and we signed escrow papers, loan
3 papers and any inspections that were given to us.

4 Q So what I am interested in is the inspection
5 reports. Do you have those with you today?

6 A I have the file. Is there a specific one
7 that you are looking for?

8 Q The final -- the walk through.

9 MR. MOORE: Just I thought we reviewed that
10 yesterday, your Honor. I could be wrong, but I thought
11 we went through that with Miss Johnson.

12 THE WITNESS: Excuse me, these files are big.
13 I do have a copy of the walk through.

14 MR. HALL: Could we have that marked?

15 MR. MOORE: Is this an original or are we
16 going to need to make copies?

17 THE WITNESS: It is an original, sir.

18 THE CLERK: That will be Exhibit 78, your
19 Honor.

20 MR. MOORE: This is already an exhibit.

21 THE COURT: It is?

22 MR. MOORE: I believe so. I'll try to find
23 it. He can go ahead and ask questions.

24 THE COURT: Let's hang on. Because we don't

1 want duplicates. What's it called?

2 MR. HALL: Final walk through.

3 MR. MOORE: And it has a line crossed through
4 it. That's the only reason, I recognize the line crossed
5 through it, your Honor. I'll try to find it while we go
6 forward.

7 THE CLERK: Go ahead. That's Exhibit 78.

8 BY MR. HALL:

9 Q Handing you what's marked for identification
10 as Exhibit 78, what is that document?

11 A The document is a Walk Through and Property
12 Condition Release.

13 Q And is that a form that you use in each
14 escrow that you handle?

15 A The Walk Through and Property Condition
16 Release is executed with the parties, with their agents.
17 They'll just supply a copy to escrow.

18 Q Is that an original?

19 A This is an original. So perhaps they did it
20 in my office. I don't know. It is an original
21 signature.

22 Q All right. And you are familiar with the
23 signature by -- bearing the documents that you have?

24 A The walk through is signed only by the buyer

1 as that was all that was required.

2 Q Okay. I would like to offer Exhibit 78 into
3 evidence.

4 Tell us what information it disclosed --

5 THE COURT: I was looking at the trial exhibit
6 list. Do you have an objection to the admission,
7 Mr. Moore?

8 MR. MOORE: I don't, your Honor.

9 THE COURT: All right. We'll admit it.

10 BY MR. HALL:

11 Q First of all, tell me about the diagonal line
12 through the document. What is that intended to
13 accomplish?

14 MR. MOORE: Objection. Calls for speculation.

15 MR. HALL: Is that line made by you?

16 THE WITNESS: No.

17 BY MR. HALL:

18 Q It was on the document when you received it
19 then?

20 A I couldn't answer that. It is not my
21 writing.

22 Q Is that a typical way to express coverage of
23 the items that are drawn through?

24 MR. MOORE: Same objection.

1 THE COURT: I haven't seen the document.

2 If she didn't do it --

3 Did you see it being done?

4 THE WITNESS: I can't honestly answer that yes
5 or no.

6 THE COURT: All right. Well, then next
7 question.

8 MR. HALL: I'm sorry?

9 THE COURT: Next question.

10 Objection sustained.

11 BY MR. HALL:

12 Q In your meetings with the Reynoldses, was
13 this document brought out, spoken of, any attention paid
14 to this by you in this process?

15 A With The Walk Through and Property, I'm not
16 present when walk through's are done. That's -- not
17 something as an escrow officer that I am present when
18 they are done. And per this Walk Through and Property
19 Condition Release, a seller doesn't need to acknowledge
20 it unless there is a repair issue.

21 Q And it is signed off in the appropriate place
22 by the Reynoldses, correct?

23 A The Reynoldses did not need to sign it
24 because the seller does not need to, if repairs aren't

1 required. So it is signed only by the buyer, sir.

2 Q I'm sorry. I misspoke. The title of the
3 document, full title, is Walk Through and Property
4 Condition Release. Is that what this document is
5 intended to accomplish; that is a release of issues
6 relating to the condition of the property?

7 MR. MOORE: Calls for a legal conclusion.

8 THE COURT: I guess he is asking if she knows
9 what that document means.

10 THE WITNESS: I know what it means from
11 experience. But I'm an escrow officer, not a real estate
12 professional.

13 BY MR. HALL:

14 Q What does it mean from your experience?

15 A That they are satisfied with the conditions.

16 THE COURT: Why don't we take a break? Brad,
17 if you would take that and make a -- two copies of it.

18 THE DEPUTY: Yes, your Honor.

19 THE COURT: Three copies.

20 BY MR. HALL:

21 Q While we are doing that, do you have
22 another -- do you have -- let me just ask it this way.
23 Do you have other forms that document that certain
24 inspections have been made to the property?

1 A I am sorry. I don't understand your
2 question.

3 Q Are there other documents in your file signed
4 by the Reynoldses that show -- agreement that certain
5 inspections have been completed?

6 A Are there certain inspections that are signed
7 that are in my file? Is that the question?

8 Q Yes.

9 A Yes, there are.

10 Q Can we have those, please?

11 A You can have everything I have.

12 MR. MOORE: And, your Honor, there are
13 multiple inspections that are exhibits. I --

14 MR. HALL: Let me look through and compare
15 with what we have got.

16 THE COURT: Go ahead.

17 MR. HALL: I agree that we have --

18 THE COURT: Start with --

19 MR. MOORE: And, your Honor, the document that
20 I thought was Exhibit 78 is actually -- isn't. It is
21 part of Exhibit 51. It has a line through it. So it was
22 my error, your Honor.

23 THE COURT: All right. Well, 61 is the letter
24 dated January 3rd.

1 MR. MOORE: It is part of 51.

2 THE COURT: 51.

3 MR. MOORE: It is the second page of

4 Exhibit 51.

5 THE COURT: 51 is not in.

6 MR. MOORE: I don't believe we ended up having

7 that one in.

8 THE COURT: All right. Next question.

9 Are you finished looking at what you were

10 looking at as far as inspections go?

11 MR. HALL: Yes.

12 THE COURT: All right.

13 BY MR. HALL:

14 Q Handing you back -- I guess I'd better have

15 it marked.

16 THE CLERK: Do you want this as one document,

17 counsel?

18 Exhibit 79, your Honor.

19 BY MR. HALL:

20 Q Handing you what's marked for identification

21 as Exhibit 79, those are documents we just took from your

22 file. Those documents are signed by the Reynolds.

23 A These are documents that are signed by the --

24 buyers.

1 Q Okay. I'm getting them confused. Lindbergs.

2 A They are signed by the buyers.

3 Q What are those documents?

4 A Well water analysis. Waters Vacuum Truck
5 Service. Waters Vacuum Truck Service and Waters Vacuum
6 Truck Service.

7 Q And by the language are they -- provided to
8 show that the inspection has been made and accepted by
9 the Lindbergs?

10 MR. MOORE: Calls for a legal conclusion.

11 THE COURT: It's not a legal conclusion if
12 that's what they say. I don't know.

13 THE WITNESS: It is acknowledging the --
14 acknowledged by their signatures that they have seen this
15 information, yes, if that is the question.

16 THE COURT: 'They' being the?

17 THE WITNESS: They being the buyers.

18 THE COURT: All right.

19 BY MR. HALL:

20 Q And showing their acceptance of the tests
21 shown in each of those documents?

22 A They have signed and acknowledged, read and
23 approved above their signature.

24 Q All right. Move for the admission.

1 MR. MOORE: Your Honor, I believe they are
2 already admitted as Exhibits 8 and 9.

3 MR. HALL: I don't think we have all of the
4 pages.

5 THE COURT: 8 and 9?

6 MR. MOORE: 8 and 9.

7 THE COURT: Yes. Eight is well water analysis
8 report. Nine is septic system inspection.

9 MR. HALL: Two of those are in here, but this
10 has additional inspections.

11 THE COURT: All right. 79.

12 BY MR. HALL:

13 Q I think I'll move for the admission.

14 MR. MOORE: No objection.

15 THE COURT: Admitted.

16 BY MR. HALL:

17 Q Miss Brewbick, was the escrow successfully
18 completed?

19 A Yes, sir, it was completed and recorded. Do
20 you want the exact date we physically recorded?

21 Q Now, the dates of these documents that were
22 just produced are I believe January 18th, 2013; is that
23 correct?

24 A I think you took my document. I can't see

1 the date.

2 Q Just tell us the dates on those documents.

3 A The well water is 2-8-13. Waters, one
4 report, is 1-18-13.

5 Another Waters is 1-16, 2013. And another
6 Waters 1-18-2013.

7 Q Was there anything that occurred between the
8 signing of these releases that we have just looked at and
9 the close of escrow?

10 A I wouldn't know that, sir.

11 MR. MOORE: Object to the form, referring to
12 it as a release.

13 THE COURT: Yes. Whatever it is. When is the
14 day of escrow?

15 THE WITNESS: The escrow closed on 2-18 --
16 excuse me 2-28-2013. That was the close of escrow date.
17 BY MR. HALL:

18 Q Do you have any documents or do you have any
19 independent recollection that there was -- were any
20 problems brought up in that escrow between the dates of
21 these inspections and the close of escrow on
22 February 28th?

23 A I wouldn't have that knowledge.

24 Q Who would have that knowledge?

1 A That knowledge would be through the real
2 estate professionals.

3 Q All right. That completes my questions, your
4 Honor.

5 MR. MOORE: I have no questions for this
6 witness.

7 THE COURT: Thank you, ma'am.

8 MR. HALL: Thank you.

9 THE COURT: You are excused.

10 THE WITNESS: Did I get back all my originals?

11 MR. HALL: Your Honor, when we were discussing
12 the continuing the trial from yesterday afternoon to
13 today, you asked me how many witnesses I had and who my
14 witnesses would be. And I told you Gloria Brewbick for
15 sure and possibly one other. I had to check with my
16 client. We would like to call Pamela Molini. She is
17 here.

18 MR. MOORE: I have two objections. One is --

19 THE COURT: Who is it?

20 MR. MOORE: Pamela Beko Molini. I have two
21 objections, your Honor. One, counsel has already
22 acknowledged yesterday we were told that Gloria Brewbick
23 would be the only witness.

24 THE COURT: I'm not concerned about that.

1 MR. MOORE: The second item, your Honor, is
2 that Miss Beko Molini was withdrawn as an expert by
3 former counsel Nick Pereos in revised pre-trial
4 disclosures dated March 9th, 2018.

5 THE COURT: Never -- renamed.

6 MR. MOORE: On Monday, she was included in the
7 trial statement -- late filed trial statement. And I
8 didn't hear that she was going to be called here. So I
9 haven't -- I didn't object.

10 THE COURT: All right. She was named as an
11 expert and was withdrawn by prior counsel and was never
12 redesignated. So I can't allow her to testify.

13 MR. HALL: Thank you, your Honor.

14 THE COURT: All right. Any other witnesses?

15 MR. HALL: No. The defendants rest.

16 THE COURT: All right. Mr. Moore, any
17 rebuttal?

18 MR. MOORE: No rebuttal, your Honor.

19 THE COURT: All right. Are you prepared to
20 argue?

21 MR. MOORE: If we could, I would like to
22 confer with my client and could we start after the lunch
23 break?

24 THE COURT: Oh, I was just going to go all the

1 way through. But we'll take a lunch break.

2 MR. MOORE: How long did you want to break
3 for? Ten minutes, your Honor, if we may?

4 THE COURT: And then what?

5 MR. MOORE: And then I'll start and we can go
6 until we are done.

7 THE COURT: I don't care one way or the other.

8 MR. MOORE: Whatever you want to do.

9 MR. HALL: I would prefer to take at least a
10 short break. We are ready to do our closing.

11 THE COURT: Why don't we do this?

12 Why don't we break until 12 o'clock and then
13 come in at 12:00 and we'll go until we are finished.

14 MR. MOORE: One thing, your Honor. Before we
15 commence closing, I did want to correct an error that I
16 made in -- I referred to a case Ewing versus Bissell.
17 And I informed the court in my opening that it was a case
18 against a seller's agent in front of the Nevada Supreme
19 Court. It actually was against the seller.

20 THE COURT: I read that.

21 MR. MOORE: But the same principles apply in
22 this case. And then, your Honor, prior to today we
23 submitted invoices up until December of 2017 from my law
24 office. And we are interested in submitting invoices up

1 until -- up until last month if that's a possibility.

2 MR. HALL: If he is going to support them, I
3 don't object.

4 THE COURT: You are going to have them marked
5 and admitted, right?

6 MR. MOORE: Right.

7 THE COURT: All right. Go ahead.

8 THE CLERK: That will be Exhibit Number 80,
9 your Honor.

10 THE COURT: All right.

11 MR. MOORE: And no other items of clean up,
12 your Honor. So I guess we can take a break until noon.

13 THE COURT: All right. 12 o'clock.

14 (At this time a recess was taken.)

15 THE COURT: Be seated please. All right,
16 counsel. Are you ready?

17 MR. MOORE: Thank you, your Honor. I
18 appreciate the time that we have been afforded to present
19 our case.

20 THE COURT: All right.

21 MR. MOORE: And, as I stated in my opening
22 statement in this case, this is a perfect example of why
23 consumers here in Nevada hire realtors. They are
24 licensed professionals. They are hired because they have

1 knowledge of the industry. They have knowledge of zoning
2 requirements, things of that nature, which the average
3 consumer might not know. They also help us as consumers
4 to provide accurate disclosures and to make sure that
5 items that are listed and shown out to the public are
6 correct.

7 They also walk us through the multiple
8 documents that are part of a real estate transaction.

9
10 One thing that Miss Brewbick said on the
11 stand that I am certainly agreement with is the amount of
12 documentation has gone up in real estate transactions.
13 So they are there for that reason. Realtors aren't hired
14 in this case just to cash a check at the end of the
15 transaction. They are here to help us get through the
16 transaction.

17 And this transaction, your Honor, be certain
18 has been nothing short of a nightmare for my clients.
19 Multiple meetings. Multiple applications. Tens of
20 thousands of dollars to try to correct the problem that
21 was known prior to this transaction.

22 THE COURT: But it wasn't known by this
23 defendant.

24 MR. MOORE: Well, we are going to get into

1 that. I'll argue the evidence that shows knowledge of
2 multiple things.

3 THE COURT: All right.

4 MR. MOORE: And I'll continue through that as
5 we go. And because consumers rely on realtors, the
6 Nevada legislature deemed it necessary to pass
7 legislation that establishes -- that establishes
8 statutory duties that realtors owe to all parties to a
9 transaction. They have to disclose known information
10 under NRS 645.252(1)(a).

11 They have to disclose information that they
12 should have known under that statute. They have to act
13 reasonably in real estate transactions as stated in NRS
14 645.252(2).

15 Here in this case, when testifying on the
16 stand, Miss Johnson repeated several times that she did
17 not represent my clients in this transaction.

18 But under Nevada law that doesn't matter.

19 Under Nevada law there are duties owed to all
20 parties under these specific statutes that I have just
21 cited.

22 Miss Johnson also explained on the stand
23 that, if my clients had been her clients, she may have
24 acted differently towards them. That's also immaterial

1 because under this statute -- because those duties under
2 this statute are owed to all parties to the transaction.
3 So who you represent in the real estate transaction is
4 immaterial.

5 In this case, there are three things that AJ
6 Johnson and James E Johns did not disclose or that they
7 did not do which they either knew or which they should
8 have known as shown by the evidence. The zoning -- the
9 number one issue, the zoning in this area is low density
10 suburban.

11 And, according to Exhibit 25, which is in
12 evidence, that allows one residential structure and one
13 accessory building that's no more than half the size of
14 the main residential structure.

15 So in this case we have a main building. It
16 is 2180 square feet. We have another building that was
17 actually 1460 square feet but which was advertised as
18 1700 square feet.

19 That in and of itself is a violation of the
20 zoning requirements. Additionally, having a third
21 building on the -- this property is a violation of those
22 zoning requirements which is found in the Washoe County
23 Code at section 110.306.25.

24 Here Miss Johnson testified that she

1 understood the zoning requirements for this area. She
2 went through and talked about low density suburban
3 zoning. This is knowledge that she had. Yet she allowed
4 this listing to go forward first in September of 2012.

5 And then again Mr. Johns in December of 2012
6 listed it as single family residential, when in fact, as
7 it stood at that very moment, that property violated
8 those zoning requirements.

9 Because Miss Johnson testified that she was
10 aware of the zoning requirements for this area, she knew
11 that that was a violation. At best, if she didn't know,
12 she should have known that it was a violation.

13 You can have one residence, but -- and one
14 accessory building, not two accessory buildings. So the
15 listing is incorrect. And my client had to deal with
16 that issue related to zoning for two years, almost two
17 years.

18 Going to meetings, having their first
19 applications turned down at hearings. They had to go
20 back to the drawing board. They had to get surveys.
21 They had to put in a new septic. They had to disconnect
22 the second building from the main septic. They had to do
23 and spend lots of money.

24 Ron Cohen testified about the time and the

1 multiple steps that were required so that my client could
2 obtain a variance to have three structures on this
3 property.

4 In the opening statement from opposing
5 counsel, he stated that all the things of which my
6 clients are complaining that these were all disclosed to
7 them prior to closing, but there is no evidence in the
8 record that shows that this zoning violation was
9 presented to my client or that this was known to my
10 client.

11 That is why my client sued his own realtor
12 and that is why my client sued the remaining defendants
13 in this case. Because nobody did their job. It is that
14 simple on that issue.

15 The second issue that we complain of is that
16 the property is listed as having 3,880 square feet of
17 total livable space. But that an appraisal that was
18 obtained on September 5th, 2012, shows the true size as
19 3,640 square feet.

20 Exhibit 63 shows an appraisal that was
21 provided by the Reynolds, the sellers in this case.
22 Exhibit 64 is a partial appraisal provided by Miss
23 Johnson's former attorney in the initial disclosures in
24 this case.

1 Miss Johnson claims on the stand that she
2 never saw this appraisal until this lawsuit. That simply
3 isn't true, your Honor. It was produced by her attorney
4 in initial disclosures, not after this case was a year
5 old or two years old. In initial disclosures.

6 How did he get it unless Miss Johnson had it
7 in her file?

8 We also believe that a preponderance of the
9 documentary evidence proves that she had this appraisal
10 as early as September.

11 Exhibit 60 at page one, the first page of
12 that document, shows the -- which is the property listing
13 form. If you remember, your Honor, it is the property
14 listing form that Miss Johnson filled out. It is in her
15 handwriting. And on that first page it says the wrong
16 square foot, 2180 for the main house and 1700 for the
17 second house. And it says the source of that information
18 is from the owner and from an appraisal.

19 Also on the third page of -- sorry. That
20 Exhibit 69, your Honor, which is various e-mails at Bate
21 stamp number JJVL 52, Miss Johnson sent an e-mail during
22 negotiations in this job. An offer was made on
23 January 3rd. The counter offer was then made on
24 January 4th by e-mail.

1 With the counteroffer that was sent Miss
2 Johnson said my clients are only making a counteroffer
3 because they obtained an appraisal. See attached.

4 That also shows that she had the appraisal in
5 her possession during this transaction. So, your Honor,
6 it is our contention that the documentary evidence proves
7 that Miss Johnson had the appraisal during this
8 transaction and that she didn't disclose the right square
9 footage.

10 Now she may say, "I didn't look at the
11 appraisal," or, "I don't recall seeing square footages
12 listed," but that doesn't matter. As a professional in
13 the industry, as a licensed realtor, she should have
14 known the appropriate square footage. It is set forth in
15 a few locations in that appraisal.

16 Which brings me, your Honor, to what's gone
17 on in this case since August 20th until today. Various
18 statements made on the stand, as Miss Johnson continued
19 to talk and give narrative responses, she just kept
20 digging a hole for herself on issues that she shouldn't
21 have been trying to mislead anyone.

22 I don't even know where to begin. But what I
23 will do is I'll start at the finish. The final moments
24 of testimony yesterday. Miss Johnson testified three

1 times that she had never received the Notice of Required
2 Repairs in this case. Exhibit 70, however, at JJVL 123
3 -- and I want to read this just so I get it right.

4 In an e-mail from Miss Johnson to Brian
5 Kincannon dated February 13th, 2013, she states, "As per
6 the Notice of Required Repairs received on February 12th,
7 2013," the day before. She did receive it.

8 THE COURT: What were the required offenses?

9 MR. MOORE: There were a number of items
10 including issues related to the well. The casing was
11 pretty low. It needed to be raised a little bit.

12 THE COURT: Was that fixed?

13 MR. MOORE: It said here in what the -- this
14 same e-mail what the buyer -- what the seller offers to
15 make these repairs.

16 So raise the well casing, install a new
17 pressure tank. Did some fixes to the HVAC return. Fix
18 the gas valve and install reverse osmosis systems in both
19 houses.

20 So those were the issues. She has no reason
21 to try to say that she never received this --

22 THE COURT: But they weren't all fixed.

23 MR. MOORE: They were.

24 THE COURT: So you are --

1 MR. MOORE: The issue --

2 THE COURT: Credibility.

3 MR. MOORE: The truthfulness of this witness,
4 your Honor. She doesn't have to say that she didn't
5 receive it. She could say, "Yeah, I got it. Repairs
6 were made."

7 This is immaterial to this case, quite
8 frankly, your Honor. So, if she is going to stretch the
9 truth on things that are immaterial, she is stretching
10 the truth on the things that really matter.

11 So that's item number one.

12 In this same e-mail, she is -- she testified
13 that -- on the stand yesterday she testified that my
14 client decided to install a reverse osmosis system at
15 both houses and that it was not an offer made by her
16 client. She said that on the stand. But Exhibit 70
17 says, "At this juncture the seller is willing to do the
18 following repair items."

19 The fifth item, install reverse osmosis
20 systems in both houses. That was an offer made by her
21 client. And she said that that -- "No, my client didn't
22 make that offer."

23 Miss Johnson's ability, your Honor, to tell
24 the truth is paramount here because she is the only

1 person that's been offered by her side as a potential
2 expert in this case.

3 On the stand you recall Miss Johnson called
4 her client a liar. She said that her client lied to her
5 about the permitting. If you are going to say that in
6 open court, it had better be based on evidence other than
7 your own testimony. You need documents.

8 THE COURT: You have the documents. You had
9 your client saying that he wanted to fix the electrical
10 in the one unit and when they found out there was no
11 permitting that's how that was discovered. Now, what I
12 don't know is whether that predated the Reynoldses
13 occupancy of that house or it happened during. That's
14 not in evidence. So the only conclusion is they knew it;
15 she didn't. Because she didn't have to dig up the
16 ground.

17 MR. MOORE: We did sue her clients for that,
18 your Honor. We did raise that as a claim, which, as you
19 know, has been settled. But there needs to be proof that
20 they are not telling the truth with these permits for you
21 to be able to say that.

22 THE COURT: They didn't have any permits. As
23 far as I'm concerned, that's the truth.

24 MR. MOORE: They didn't have any permits.

1 THE COURT: It ended in '94.

2 MR. MOORE: But they are not in here today to
3 testify to say, "I never even talked to my realtor about
4 whether I had permits or not."

5 THE COURT: They signed a disclosure form.

6 MR. MOORE: I know. I understand that. But
7 she said, "They told me specifically that they had
8 gotten permits." They are not here to defend themselves
9 here today, your Honor. Moreover, her clients weren't
10 telling the truth -- let's assume that they weren't --
11 they were a part of this lawsuit as well, your Honor.
12 There is no cross claim that was brought against her
13 clients.

14 THE COURT: I saw that.

15 MR. MOORE: There was no affirmative defense
16 saying that somebody other than these are responsible.

17 There is no claim of indemnity contribution.
18 None of that. So, if it were true, put it on record and
19 prove your case.

20 Now, let's go to the beginning of her
21 testimony in this case. On the first day Miss Johnson
22 claimed that there was an offer made before my clients
23 had made an offer.

24 But if you look at Exhibit 72, which are our

1 request for production to Miss Johnson, we asked her to
2 produce any offers. The request for production number
3 three we asked her to produce all offers that defendants
4 Harry and Deann Reynolds received from any prospective
5 buyers from September 1st, 2012 until the close of escrow
6 on or about February 28th.

7 The response was none. None. But she said
8 in open court that offers had been made.

9 Exhibit 72, which are responses to
10 interrogatories which are signed under oath, under
11 penalty of perjury by Miss Johnson, said that her
12 brokerage, JE Johns & Associate, only received a
13 two-and-a-half commission. According to Exhibit 66 it is
14 a three percent commission. There is no reason to be
15 dishonest about these minor little things. But here we
16 are.

17 At Exhibit 69 at JJVL 52, it mentions 'see
18 attached' at the end of that e-mail in reference to the
19 appraisal. On the stand Miss Johnson claimed that the
20 attachment to that document were handwritten responses to
21 questions about the septic system. But if you look at
22 Exhibit 70 at page JJVL 110, there is an e-mail from the
23 day before where she outlines all of the answers to the
24 questions about the septic system and the other issues.

1 So, your Honor, these multiple issues go to
2 the heart of the credibility of this witness. She said
3 she didn't have the appraisal. The documents show that
4 she did.

5 She said multiple other things throughout
6 this case, but the documents showed the opposite.

7 That is a pattern that is what we are dealing
8 with here. We want her to take responsibility and that's
9 why we are here today in this case.

10 The third item that we complain of which was
11 testified to by Sherrie Cartinella on the stand is that
12 with all the information that these realtors knew about
13 the septic system they also should have known that it was
14 too small for this property. Miss Cartinella didn't
15 limit her testimony to the remaining defendants in this
16 case. She also said that my clients' realtor should have
17 known that it was inadequate. The things that are known
18 about the septic system is that it is on 1.12 -- the
19 property is 1.12 acres. It has three separate units. It
20 is zoned single family residential, low density suburban.

21 There is only one tank and it has a thousand
22 gallons. The documents show that all of that information
23 was known by both realtors in this case.

24

1 THE COURT: Now, one thing clear up for me if
2 you can.

3 MR. MOORE: Yes.

4 THE COURT: That second unit, the
5 mother-in-law quarters, at the time of the sale, was
6 there a functioning bathroom in it?

7 MR. MOORE: This was.

8 THE COURT: There was, okay.

9 MR. MOORE: Bedroom and bathroom. And if you
10 recall, Ron Cohen --

11 THE COURT: So the line is hooked up into the
12 toilet of the main residence.

13 MR. MOORE: Exactly. Ron Cohen testified that
14 there was -- the sewer from the detached house went to
15 the main house and they had to separate it as part of
16 what the county required.

17 THE COURT: All right.

18 MR. MOORE: So with all this information, they
19 should have known there were multiple red flags,
20 according to Miss Cartinella, that were ignored. This
21 information about a septic system was never corrected.

22 And Sherrie Cartinella said there is no need
23 to investigate further on these items. You should have
24 known this. And it should have been disclosed. And the

1 only rebuttal we have here is Miss Johnson's testimony.
2 The only rebuttal to -- that these items should have been
3 known is Miss Johnson's testimony.

4 So, your Honor, under NRS 645.257 my clients
5 are allowed to recover damages that are the proximate
6 result of a failure to disclose information that is known
7 or that should have been known.

8 And we contend that, but for this listing of
9 the property and not disclosing the zoning issue that was
10 known or should have been known, but for listing the
11 incorrect square footage which was known or should have
12 been known, and but for the failure to disclose the
13 adequacy of the septic system, my clients would not have
14 suffered any damages.

15 They would not have been faced with the
16 requirement to hire attorneys. They wouldn't have had to
17 have gone to the county. They wouldn't have had to pay
18 tens of thousands of dollars to get this fixed. In this
19 case, your Honor, my clients are not being unreasonable.
20 They are not asking for the moon, sun and stars.

21 They are asking for very reasonable damages,
22 which I would like to go through with you, your Honor, at
23 this point.

24 Your Honor, we contend that because Miss

1 Johnson new the correct square footage, that an abatement
2 of the price paid is an appropriate measure of damages,
3 the difference between the square footage of 3880 square
4 feet and 3660 square feet. We believe that it is
5 appropriate that this is a measure of damages for this
6 issue because there is not much else you can do about
7 this problem.

8 An abatement is really the only available
9 remedy for this. Because the square footage, the
10 incorrect square footage, didn't cause my clients to have
11 to go to the county. It didn't cause my client to have
12 to submit all kinds of applications and spend thousands
13 and tens of thousands of dollars to get a variance, the
14 improper square footage itself.

15 So, your Honor, the difference between those
16 two -- and I rounded up this number to \$23,800. We would
17 request those as damages against Miss Johnson for the
18 incorrect square footage issue.

19 THE COURT: Counsel, let me ask you this.

20 This being 2012, 2013, the law about the
21 duties of the realtors changed in 2007; that they did not
22 have to do any investigation or anything. So how do you
23 justify that request?

24 MR. MOORE: She doesn't have to investigate

1 anything, your Honor. All the documents were in front of
2 her. So she knew the difference.

3 THE COURT: The appraisal measured that out.

4 MR. MOORE: The appraisal says it specifically
5 in multiple locations.

6 THE COURT: All right.

7 MR. MOORE: Exhibit 63 and 64. It says the
8 correct square footage which is 3640, not 3880.

9 THE COURT: All right.

10 MR. MOORE: We also contend that Miss Johnson
11 knew or should have known the zoning issue and should
12 have known septic system problems. Those are combined.
13 Both of those issues are what caused my client to have to
14 go to Washoe County to get a variance. You recall Ron
15 Cohen saying they had to go get a variance for the
16 septic. They also had to get a variance for the
17 mother-in-law quarters which was in violation of the
18 zoning requirements.

19 They had to abandon over 400 square feet of
20 the mother-in-law quarters so that it wouldn't be more
21 than half the size of the main house. So they now only
22 have 934 square feet at the mother-in-law quarters
23 instead of 1460.

24 So we are only asking for the cost to make

1 that right. Permitting in the amount of \$3,329.37, which
2 is shown in Exhibits 17, 18 and 29.

3 Impact fees, road impact fees, \$419.69.

4 Exhibit 32.

5 The septic improvements made by Montner,
6 \$7,050, shown in exhibits 38 and 39.

7 Ron Cohen Consulting \$5,000 Exhibit 40 for
8 the amount of work he did charging only \$5,000.

9 Amazing.

10 Planning fees, this was so that they could
11 get their new plans approved so that they could get a
12 permit from Washoe County. \$2,024.89 at exhibits 13 and
13 17.

14 The boundary survey which was required by the
15 county cost them \$4,050. They had to get the boundary
16 survey so that they -- when they put in a new leach line
17 they were certain that it wasn't too close to anybody
18 else's property.

19 \$4,050.

20 Exhibit 15.

21 Architectural plans, in the amount of \$5,500.
22 Again those plans were required to show where everything
23 was so the county could know. Because the other stuff
24 had been unpermitted. The county didn't even know some

1 of it was there. So they had to do architectural plans
2 to show where everything was and also to show where they
3 were going to put the new enlarged system with two tanks.
4 That's shown in Exhibit 16.

5 Then also a pH water test. \$290. I don't
6 believe that was an exhibit. But my client testified to
7 the amount. And that totals \$27,663.95, your Honor.

8 Also because we contend that duties of a
9 realtor were violated in this case the realtor should not
10 be entitled to the commission paid. So JE Johns &
11 Associates was paid a commission of \$11,550 as shown in
12 Exhibit 66.

13 So we would ask for these amounts as damages.
14 In addition, we would request an award of attorney's
15 fees. We request that, your Honor, because, but for
16 nondisclosures, my clients would not have been required
17 to hire an attorney to try to protect themselves.

18 At the beginning of this case when I talked
19 about Sean Brohan, he has been disbarred. He has been
20 disbarred partially because of this case. He charged my
21 clients -- invoices \$6,825, but he took \$10,260 from my
22 clients. I don't know that we are going to ask your
23 Honor to pay those. But there they are. Then we have my
24 fees from the -- up until December of 2017, \$7,457.25.

1 Shown in exhibits 45 and 50. Those are fees that were
2 spent by my office for over a year.

3 THE COURT: But against all the defendants.

4 MR. MOORE: Against all the defendants. Until
5 there was a settlement. There was a settlement in the
6 summer of 2017, mid 2017.

7 THE COURT: But thereafter. Summer 2017 until
8 now.

9 MR. MOORE: And all my invoices, your Honor,
10 are given by the month so you'll know by which month.
11 Costs for us during this time weren't very much. \$631,
12 as shown in Exhibit 50.

13 After December of 2017 when things were
14 looking like they were going to go to trial and we were
15 completing discovery. We are filing multiple motions
16 with the court, multiple other amounts of work, I agreed
17 to take the case for my client after December of 2017 on
18 a contingent bases.

19 But during that time period the actual costs
20 spent on my fees, incurred by my office, are \$29,677
21 which are supported by Exhibit 80.

22 And the costs, including deposition costs and
23 things of that nature, \$4,393.09, also shown in
24 Exhibit 80.

1 So, your Honor, we would request that the
2 court use this as a contingent case and isn't interested
3 in awarding actual fees here that there be awarded
4 \$12,484.34 or if the court would award actual fees
5 \$42,158.34.

6 Your Honor, these fees were incurred to
7 vindicate statutory rights by my client.

8 THE COURT: Were they reasonable?

9 MR. MOORE: I believe so.

10 THE COURT: I didn't hear any testimony.

11 MR. MOORE: Then, your Honor, we thank you
12 again for your time. We believe my clients have shown by
13 a preponderance of the evidence what happened in this
14 case and why they are entitled to a judgment in their
15 favor. Thank you.

16 THE COURT: Counsel, when we started I asked
17 you about the settlements. And the amount of settlements
18 that you mentioned was --

19 MR. MOORE: \$57,500 -- 50 from the seller.
20 \$7500 from the other realtor. And, your Honor, those
21 issues -- I believe we briefed them for the court
22 previously. Especially with the seller, those are
23 related to statutory duties that are distinct and
24 different from the claims against the realtors here.

1 THE COURT: But they are based on -- the
2 portion that's tripled is based on damages suffered by
3 the buyer.

4 MR. MOORE: Correct.

5 THE COURT: All right. So that's 15 or so
6 thousand dollars. Right?

7 MR. MOORE: No. If we had pursued our claims
8 to conclusion against the seller we would have asked for
9 over \$40,000 in damages related to repairs. We are not
10 requesting --

11 THE COURT: All these damages you mentioned
12 would have been because of the seller. Right?

13 MR. MOORE: No. And I believe we have
14 outlined why these are also the responsibility of the
15 realtors that remain in this case because they knew or
16 should have known about these issues. Their duties are
17 distinct. They have to disclose information that is
18 known or that should have been known to them. If they
19 fail to do that, they have to pay statutory damages. It
20 is not tort. It is not contract. There is no joint and
21 several liability related to that. The same is true with
22 the seller, your Honor. Because those are statutory
23 damages. There is no joint and several liability. There
24 is no right of contribution or indemnity in those

1 situations. There have been no claims as I said in the
2 beginning of my closing. There have been no claims for
3 contribution or indemnity anyway in this case by the
4 remaining defendants.

5 THE COURT: How do you justify \$7,500 for the
6 sellers?

7 MR. MOORE: The settlement for -- we settled
8 with the seller for 50.

9 THE COURT: 50. But 7500 for the -- seller's
10 realtor.

11 MR. MOORE: Our realtor, the buyer's realtor.

12 THE COURT: Right. Right. Buyer's. Because
13 you said they had the same. Because of who they
14 represent they had the same responsibilities.

15 MR. MOORE: Exactly. That was a reasonable
16 offer that was made and accepted by my client. And, if
17 you would like to know, we made the same offer to the
18 other side.

19 THE COURT: Was there an offer of judgment for
20 75?

21 MR. MOORE: Yes.

22 THE COURT: All right. Thank you.

23 MR. HALL: Your Honor, I would like to sit
24 here.

1 THE COURT: Sure. Go ahead. But just talk
2 loud.

3 MR. HALL: I will. Thank you.

4 Now that the smoke has cleared around all of
5 the fluctuations in calculations of the square footage in
6 this property, the actual resulting numbers 3,640 is only
7 240 square feet less than what was in the M L S. That's
8 not a big difference. That's well within a zone of
9 reasonableness. And I would submit that -- the testimony
10 about what that should have told my client is just not
11 true because there is not that much difference between
12 the two numbers.

13 If you relate it to -- let me just -- say
14 this.

15 The amount of square footage was finally
16 known at 3640, as Mr. Moore says. That was corrected.
17 The buyers became aware of that square footage. They
18 agreed to take the property with that description of the
19 amount of square footage intact and waived it pursuant to
20 the documents that we have produced here today, 78 and
21 79.

22 They have waived any claim based on that.

23 However, I would point out one additional
24 matter with respect to that, your Honor. The

1 difference -- the claimed misrepresentation of square
2 footage may have resulted in some valuation of the
3 240 square feet and that paid as damages. But there is
4 nothing in the discrepancy in the originally advertised
5 square foot and what we know is the correct number there
6 is nothing in that that causes the defendant to have --
7 the plaintiff to have damages.

8 There is no proximate cause between that
9 problem in description and what they are claiming to have
10 to do.

11 In other words, you don't bring a cause of
12 action that someone struck you in the nose and then prove
13 that you have got a problem in your lower back, not
14 related to the punching in the nose and that's what's
15 going on here. There is just no proximate cause
16 connection between the damages they are seeking and the
17 problems that they claim were the justification for those
18 damages.

19 I'm just going to scroll back quickly through
20 Mr. Moore's comments.

21 Mr. Moore argues that abatement is the only
22 remedy. But that's not what's really going on here.
23 What's happening is the -- Lindbergs are adding and
24 remodeling their property so as to enhance its value and

1 they have that value that will results.

2 It is -- it is unbelievable to me that the
3 remedy for now having -- or for having that second
4 residence on the property is to build a wall so as to --
5 on the inside so as to eliminate a portion of the
6 residential and call it storage.

7 How does that -- I don't understand I guess
8 how that makes it comply with the zoning. It seems to me
9 to be a trick.

10 But, in any event, my point is that the
11 Lindbergs now after their remodel have a property that is
12 enhanced in value I would say just -- as a matter of law.

13 Mr. Moore makes much of my client's testimony
14 and attacks her credibility. He attacks her credibility
15 on matters that aren't material or important to this
16 case. She has repeatedly said that she did not have the
17 initial appraisal. And any argument that she did have
18 that appraisal is pure speculation. You can refer to
19 something in a later document and say per the appraisal
20 and not have had the appraisal at that point in time.

21 His claim that Miss Johnson lied is just not
22 supported.

23 Your Honor, the first issue that I want to
24 address is the zoning versus use -- what I label as

1 zoning versus use issue. And I would like to point out
2 to the Court some of the provisions in the documents that
3 will negate that claim. First of all, with regard to
4 code compliance -- and code compliance here is a generic
5 term referring, I submit, to all of the codes applicable,
6 all codes.

7 And what the offer and acceptance at page
8 five provides is that, "Any information relating to
9 square footage, land use or its use and/or improvements
10 of the land are approximate and estimates only."

11 With that language, my computation showing a
12 difference of only 240 square feet becomes very relevant.
13 "Neither seller nor broker involved make any
14 representation or guarantee regarding the accuracy. Any
15 oral or written -- I'll skip that. Any oral or written
16 representations by seller or broker regarding the age of
17 improvements, size and square footage of parcels or
18 buildings or location of property lines may not be
19 accurate."

20 "Apparent -- apparent boundary line
21 indicators indicate that the -- let me start over.
22 Apparent boundary line indicators such as fences,
23 ditches, walls or other barriers may not represent the
24 true boundary line. Brokers are not obligated to

1 investigate the status of permits." Right there in the
2 offer and acceptance they -- the buyers -- the broker and
3 the agent are not representing -- excuse me just a
4 second. The status of permits.

5 This whole business about the electrical that
6 was uncovered is actually an issue involving the status
7 of permits. A permit had been taken. The construction
8 started. Not completed. But there is a permit there.
9 So there we are. That fits within that category.

10 "The information contained in the multiple
11 listing service computer or advertisements and feature
12 sheets pertaining to this property are not warranted or
13 guaranteed by the brokers. Errors and/or omissions in
14 inputting information while uncommon, are possible."

15 So there you have the multiple listing
16 service, not being guaranteed by their having been listed
17 the way they were.

18 "Buyer shall be responsible for verifying the
19 accuracy of pertinent information. Deposit of all funds
20 necessary to close escrow shall be deemed as final
21 acceptance of the property."

22 I mean here we are with a closed escrow where
23 you have an offer and acceptance agreement that says when
24 the escrow closes that's the end of the hunt.

1 "Seller agrees to hold all brokers in the
2 transaction harmless and to defend and indemnify them
3 from any demand action or proceeding resulting from any
4 omission or alleged omission by the seller's statements."
5 That paragraph, your Honor, practically closes the case
6 all by itself. There is more.

7 If we go to the offer and acceptance page
8 two, sellers real property disclosure form. "The seller
9 will provide buyer with at the time of written acceptance
10 a completed Sellers Real Property Disclosure Form which
11 by this reference will be incorporated into this
12 agreement. Buyer shall return and acknowledge a copy to
13 the seller within four working days of receipt. Buyer
14 understands that the above Seller's Real Property
15 Disclosure Form is for disclosure purposes and is not a
16 substitute for property inspections by experts,
17 including, but not limited to, engineers, geologists,
18 archaeologists, general practitioners, specialty
19 contractors, such as roof contractor and pest control
20 operators. Buyer is urged to retain such experts as
21 believed are appropriate. Buyer understands and
22 acknowledges that the broker in the transaction cannot
23 warrant the condition of the property or guarantee all
24 these acts have been disclosed by the seller. Both

1 parties acknowledge brokers will not be investigating the
2 status of permits, location of property lines and/or code
3 compliance."

4 Here again we have a contract provision that
5 says code compliance cannot be an issue.

6 THE COURT: Where it talked about seller
7 agrees to indemnify, there was no cross claim.

8 MR. HALL: I'm sorry?

9 THE COURT: You read seller agrees to
10 indemnify the brokers or the agents if there are any
11 problems.

12 MR. HALL: Yes.

13 THE COURT: You didn't seek that.

14 MR. HALL: No. I agree with that, your Honor.
15 I came in very late in the case and -- well -- I'll leave
16 it at that.

17 THE COURT: Indemnification pops up after
18 responsibilities with the principal. All right. What
19 else?

20 MR. HALL: Yes. Referring now to NRS 113.140,
21 "Disclosure of unknown defect and required form does not
22 constitute wordily duty of buyer and proposition buyer is
23 to exercise reasonable care." That's statutory.

24 A completed disclosure form -- again I'm

1 reading from 113.140.

2 "A completed disclosure form does not
3 constitute an express or implied warranty regarding any
4 condition of the residential realty. Neither this
5 chapter nor Chapter 645 of NRS relieves a buyer or
6 prospective buyer of the duty to exercise reasonable
7 care." I'm sorry. "To protect himself."

8 Again, we are -- are advised by that statute
9 or directed by that statute that the buyer has duties and
10 that the buyer's duty with regard to the issues that
11 are -- arose during this escrow were far more -- excuse
12 me, the burden of those discoveries and disclosures were
13 pursued more by the sellers than they were by the buyers.

14 We have not heard what steps the buyers took
15 to protect themselves during the course of the escrow.

16 So the evidence shows, I submit, that the
17 buyers were negligent. When we look at the walk through
18 sheet, for example, we have them simply drawing a line
19 through everything and saying 'accepted as is' in effect.
20 I'm not quoting the actual words.

21 But it is an acceptance that all of the
22 problems that have been identified have been fixed or
23 waived. And the title of the document, your Honor, is
24 Release. So we have got a release. We have got a

1 waiver. Again, your Honor, there are paragraph in the
2 statutes of Nevada and documents that handle every issue
3 in this case that decide or are decisive of every issue
4 in this case.

5 I'm going on now to septic size. And, again,
6 your Honor, Exhibit 9 shows us that there was a septic
7 tank investigation at the request of the Lindbergs. The
8 accurate size of the tank was disclosed in that report as
9 a draining of the tank and measured by Waters Septic
10 Service.

11 In that actual form the Waters Inspection
12 Report has that same line drawn diagonally through the
13 document and has the word 'accepted' under the signatures
14 of the Lindbergs.

15 So any issue related to the septic size was
16 taken care of during escrow and waived and raised at the
17 time of close of escrow. Again, in that document
18 Exhibit 9 it says the buyer's responsibility -- it is the
19 buyer's responsibility to have the system checked.
20 Sellers and agents do not warrant and are not responsible
21 for problems after close of escrow. And, again, your
22 Honor, the walk through also excuses any noncompliance
23 with regard to the size of the septic tank.

24 I would like to address NRS 113.140,

1 disclosure of unknown defects is not required.

2 MR. MOORE: Your Honor, I would object.

3 That's -- that statute applies to the seller. Not to --
4 not to the seller's agent.

5 MR. HALL: Let me skip down. That's not
6 accurate. Buyer to exercise reasonable care.

7 Let me find that. I can't put my finger on
8 it right now. But I believe my notes are accurate and
9 that you will find that language in NRS 113.130. Again
10 we have the Waters Vacuum Truck Service document signed
11 off by the Lindbergs. And we have an additional
12 document, information regarding well and septic system
13 dated 1-3-13 signed off by the Lindbergs.

14 Also in the document information regarding
15 private well and septic system, this language is set
16 forth. "Real estate agents have no special training,
17 knowledge or experience concerning these systems,"
18 referring to septic systems. "The seller is required by
19 law to disclose any problems with these systems on the
20 seller's real property disclosure form.

21 "The sellers disclosure is not a substitute
22 for thorough and professional inspections of the system
23 by licensed professionals. The buyer is strongly urged
24 to obtain such inspections." And performance in the past

1 is not an indicate -- I can skip through that. The point
2 is that knowledge about septic systems is not within the
3 limit of what -- not included in what a real estate agent
4 should know about a septic system.

5 Again, your Honor, we walk through language
6 that would apply. At the bottom just above their
7 signatures on the walk through property conditions
8 release, it says, "We understand there are no warranties
9 on any item or system after close of escrow, unless
10 otherwise stated in the offer and acceptance," and there
11 is nothing of that nature stated in the offer and
12 acceptance.

13 Then there are what I would call the
14 disclaimers and assignments and responsibilities that
15 would be applicable to every issue in this case, your
16 Honor. Again, that would be the offer and acceptance
17 agreement at page two would be the SRPD form. All of the
18 sellers inspection reports -- excuse me, all of the
19 inspection reports ordered by the buyers.

20 And -- well, we can just go on here.

21 In exhibit -- I think I have already made
22 this point. Exhibit 34, page two specifically addresses
23 code compliance and said that the sellers are not
24 responsible, are not going to pursue an investigation of

1 code compliance and that that duty falls on the buyer.

2 THE COURT: Are you talking realtors or agents
3 or brokers, not the sellers.

4 MR. HALL: I'm sorry. What did I say?

5 THE COURT: You said sellers are not
6 responsible.

7 MR. HALL: I see, okay. Again, I pointed out
8 status of permits, the buyer is responsible for that, not
9 the seller.

10 The walk through release, it claims we have
11 inspected. We have found all items in good working order
12 and accepted. Repairs were done and accepted. And then
13 there were -- it is the word waiver. And no warranties.
14 That's signed by the Lindbergs.

15 Exhibit 7 is the Uniform Building Inspection
16 Report. It is signed by the Lindbergs under the
17 handwritten note read and approved. Your Honor, these
18 documents and statutes provide an overlapping blanket in
19 this case on any issue that has been raised by the
20 plaintiffs. Each and every complaint that they have is
21 covered by at least one of these provisions if not 3 or
22 4.

23 The bottom line is there is no room at the
24 close of escrow for a claim of the nature of what they

1 have brought into this case. These are the documents.
2 This is what they say. They provide a complete defense
3 to the defendants and I'll submit the matter on that
4 bases, your Honor.

5 THE COURT: All right. Mr. Moore.

6 MR. MOORE: Thank you, your Honor. Claiming
7 that misidentifying the size of this house by 240 square
8 feet is not a big deal, that's surprising. That's
9 16 percent of the guest house size.

10 THE COURT: What about his argument that they
11 knew that because of the appraisal that sets out the
12 different sizes? And then they said, "Well, that's okay
13 we'll go ahead and accept it anyway."

14 MR. MOORE: We don't know exactly what was
15 provided to Mr. Kincannon. But my client testified that
16 he only saw the portion of the appraisal that dealt with
17 the price, the \$400,000. He didn't look at anything
18 else.

19 THE COURT: Let me ask you this. I was
20 thinking while you both were talking --

21 MR. MOORE: Yes.

22 THE COURT: If I were a buyer and I hire a
23 realtor and they go ahead and -- I don't talk to the
24 other realtor. And I don't talk to the buyers. Okay.

1 So all my conversations are with my agent. They talk to
2 the other agent. They don't talk to the buyers.

3 So the only conversations and communications
4 are between agent and agent.

5 MR. MOORE: Sure.

6 THE COURT: Okay. So the responsibilities you
7 say that the statute insists upon also cover the buyer's
8 agent.

9 MR. MOORE: We are not disputing that.

10 THE COURT: But then they -- should have said,
11 "Hey, you know, you have a zone problem there. Or there
12 appears to be a zone problem."

13 MR. MOORE: We are not disputing that.

14 THE COURT: But if they were made aware of it,
15 then why did they sign the waivers and releases?

16 MR. MOORE: My client wasn't made aware of
17 these issues. The claim that the -- square footage
18 discrepancy was corrected, I don't know when that
19 happened. The listing was 3880 square feet. Nobody ever
20 came in to my client, whether it is his agent or the
21 other agent and said, "This is actually 3,640 square
22 feet." Nobody ever said that in this case.

23 THE COURT: The appraisal sets out each
24 individual unit, right?

1 MR. MOORE: Exactly. Which is why this
2 realtor knew the square footage and never sought to
3 correct the misidentification of the wrong square
4 footage.

5 That's a duty that she owes to my client
6 under this statute.

7 THE COURT: Again, in this scenario that I am
8 imagining, the brokers had to notice. You say she had to
9 know it. Their broker had to notice and had a duty to
10 communicate.

11 MR. MOORE: I'm not disputing that, your
12 Honor.

13 THE COURT: How does she make known to them a
14 problem?

15 MR. MOORE: She tells my realtor. My client.

16 THE COURT: That's what I am saying.

17 MR. MOORE: And that never happened.

18 THE COURT: Says who?

19 MR. MOORE: She claims she never saw the
20 appraisal.

21 THE COURT: She says she saw it before the
22 close of escrow.

23 MR. MOORE: She said she never saw it until
24 this lawsuit. That's her claim.

1 THE COURT: I'll have to go through that.

2 MR. MOORE: Yes. So the issue is certainly,
3 your Honor --

4 THE COURT: How would she know that it was
5 smaller than it was?

6 MR. MOORE: We have shown the evidence, your
7 Honor, that she did have it. The e-mail to my client's
8 realtor. The fact that my client looked at the price.

9 THE COURT: Well, if she had it then your
10 broker had it.

11 MR. MOORE: We don't know what was sent to my
12 broker. All we know and all my client knows is the
13 appraisal. All he reviewed with my client -- with his
14 broker was the page that relates to price, \$400,000.
15 That may have been all that was sent.

16 THE COURT: How about the bank's appraisal?
17 That's not in evidence. But they had to look at
18 something.

19 MR. MOORE: And it is not in evidence. And I
20 don't want to bring anything else --

21 THE COURT: That's not in evidence.

22 MR. MOORE: Related to it.

23 THE COURT: I understand. But I'm saying, I'm
24 putting myself in the seller -- or even the buyer's

1 position. And you are talking about realtors. When you
2 sign, like Mr. Hall is saying, I accept --

3 MR. MOORE: I'll get into that in a minute.

4 THE COURT: Go ahead. Let me hear it.

5 MR. MOORE: That waiver language it doesn't
6 waive anything related to NRS 645.252.

7 THE COURT: Known, should have known.

8 MR. MOORE: Right.

9 THE COURT: They don't have to dig up. They
10 don't have to measure.

11 MR. MOORE: Exactly.

12 THE COURT: So what do they know and what
13 should she have known?

14 MR. MOORE: She knew the square footage. She
15 knew the zoning requirements.

16 THE COURT: She didn't measure it. So you are
17 saying she didn't have the appraisal. How did she know
18 that?

19 MR. MOORE: She had the appraisal. The
20 evidence shows that she did.

21 THE COURT: So did the other fellow.

22 MR. MOORE: That's why we sued them both, your
23 Honor. I'm not disputing that.

24 THE COURT: How does she make it known? Just

1 from a practical reason. "I am a broker. I see there is
2 something wrong here." You call the other broker and
3 say, "There is something wrong here." And if that
4 broker doesn't talk to his client, I'm responsible for
5 it?

6 MR. MOORE: That phone call never happened.
7 Nobody ever called Mr. Kincannon. I didn't hear that
8 testimony. Nobody called --

9 THE COURT: You talked to Mr. Kincannon -- I
10 mean you are saying that he didn't do anything either.
11 He just sat on his thumbs.

12 MR. MOORE: Exactly, your Honor. That's why
13 we sued both realtors. We -- if Mr. Kincannon --

14 THE COURT: How about caveat emptor?
15 Evidently that's alive and well.

16 MR. MOORE: If Mr. Kincannon had abided by
17 these provisions of this statute he wouldn't have been
18 brought into this lawsuit. The fact is he didn't. The
19 fact is we sued him. The fact is this other realtor that
20 remains also did not.

21 THE COURT: Same situation.

22 MR. MOORE: And that's why we sued her as
23 well.

24 THE COURT: Okay.

1 MR. MOORE: There was a mention in closing
2 of -- well, there is no proximate cause here for the
3 difference in square footage. Well, my client bought a
4 smaller house than was advertised. There is only one
5 form to compensate that and that's an abatement, the
6 difference between what they paid.

7 THE COURT: On a square footage bases?

8 MR. MOORE: That's the appropriate remedy. He
9 also testified that, oh, you spent all this money. You
10 spent \$30,000 plus thousand dollars trying to solve this
11 and that enhanced the value? That doesn't make a lot of
12 sense to me, your Honor. That's basically the equivalent
13 of saying somebody comes up and hits you in the knee cap.
14 You have to get your knee replaced. You now about a
15 bionic knee. You have been enhanced. What are you
16 complaining about? That doesn't make a whole lot of
17 sense.

18 But in this case my clients only spent that
19 money to avoid issues with the county. Remember, your
20 Honor --

21 THE COURT: To wipe it out.

22 MR. MOORE: We were worried at the beginning.
23 We have a \$50,000 potential estimate from Ron Cohen. The
24 county might tell you to tear it all down. How about

1 that for freaking you out? A year after you bought a
2 piece of property? Now, counsel read a bunch of language
3 in the offer and acceptance. He read a bunch of language
4 in the SRPD form. None of that language read by counsel
5 waived the statutory requirement to disclose information
6 that is known or that should have been known by a
7 realtor.

8 Your Honor, if that was included in a
9 document in a contract they would make NRS 645.252 a
10 nullity, a nullity. And that is against public policy.
11 But everything he read, none of it said that there is a
12 waiver of anything that you are entitled to under NRS
13 645.252.

14 These realtors still have to disclose
15 information that they know or should have known. There
16 has been no waiver of that here. And a waiver, your
17 Honor, is -- the voluntary relinquishment of a known
18 right. My client had no idea that these -- these
19 disclosures were incorrect; that there had been a failure
20 to disclose. So how can he waive something he doesn't
21 even know happened until a year later? It just isn't
22 feasible.

23 Also my clients aren't making any claim that
24 this realtor had to investigate anything. All of the

1 information known to this realtor should have been
2 disclosed. All of the information of this realtor should
3 have known, as testified by Sherrie Cartinella, should
4 have been disclosed.

5 Miss Cartinella said on the stand, "No.
6 There is no need to investigate. If they had -- because
7 they knew these things, they should have known these
8 other things." So we are not saying there needs to be a
9 duty to investigate.

10 We are claiming a failure to disclose known
11 information or information that should have been known.

12 THE COURT: So you are saying right before
13 close of escrow, a couple of days, when the appraisal was
14 made known that she says she didn't get it earlier, that
15 a bell should have gone off and she should have said to
16 the other guy, "Hey, look. This is on one acre and
17 there is one tank. We thought it was -- or I thought it
18 was 15,000, maybe it was 1500. But Waters came out. He
19 said, no, it is a thousand gallon tank. There is another
20 bedroom over there. So we have four bedrooms supplying
21 one 1,000 tank there may be a problem with that."

22 MR. MOORE: Exactly.

23 THE COURT: And that would solve --

24 MR. MOORE: And that is what we believe

1 Sherrie Cartinella testified to it.

2 So under those circumstances -- and, your
3 Honor, the report for the septic came out five weeks
4 before closing.

5 THE COURT: Five weeks.

6 MR. MOORE: Okay.

7 THE COURT: Okay.

8 MR. MOORE: And then there was a statement
9 that my client needed to exercise reasonable care here.
10 How do you exercise reasonable care to prevent somebody
11 from not disclosing you information? How do you exercise
12 that reasonable care? I don't know how you do it. My
13 client in this case did exercise reasonable care. They
14 obtained all appropriate inspections. They obtained an
15 inspection of the septic system and most other items.

16 So they acted reasonably. There is no
17 inspection that could have been asked for that would have
18 disclosed what these realtors knew or what they should
19 have known. There is no inspection that they could have
20 ordered to get that. That's on the realtor.

21 THE COURT: Now, the tie in into the sewer
22 line, that went into the house --

23 MR. MOORE: Right.

24 THE COURT: -- not into the tank.

1 MR. MOORE: Right.

2 THE COURT: So Waters wouldn't have seen oh,
3 my gosh, there are two lines coming in here.

4 MR. MOORE: Yeah they wouldn't have seen the
5 two lines. That's correct. And then there is a claim
6 that, well, we waived the walk through. I don't know
7 what would have -- what would have been disclosed by
8 nondisclosures in this case in a walk through. They went
9 and walked through the house. Would that have disclosed
10 zoning violations? My client wouldn't have known. Would
11 that have disclosed the square footage isn't right? My
12 client wouldn't have known that. Would that have
13 disclosed that the septic isn't appropriate? No. The
14 septic is underground. And we already had a septic
15 report that showed that it was working.

16 Now, we are not -- with the septic issue we
17 are not claiming that there was a problem that -- it is
18 not an actual size issue.

19 THE COURT: Right.

20 MR. MOORE: It is inappropriate. And that was
21 not disclosed. So, your Honor, we believe all the
22 information that was presented in this case shows that
23 multiple things were known by this realtor that should
24 have been known by this realtor that were not disclosed

1 and all damages that we are asking for stem from that
2 failure to disclose.

3 THE COURT: Thank you. Counsel, thank you.
4 I'll take this matter under submission. Did you provide
5 findings of fact and conclusions?

6 MR. HALL: I do have them. I don't have them
7 right here. But I have them at my office.

8 THE COURT: Do you have a copy?

9 MR. MOORE: I don't have a copy. I was going
10 to hand deliver them to him. I'll do that immediately.

11 THE COURT: Do that. Let me compare. What I
12 do is I get a transcript and make sure I have everything
13 right in my notes.

14 MR. MOORE: Yes.

15 THE COURT: I have a lot of notes.
16 Interesting. Okay.

17 MR. MOORE: Thank you, judge.

18

19

20 (At this time the foregoing proceedings concluded.)

21

22

23

24

1 STATE OF NEVADA)
2)
3 COUNTY OF WASHOE)

4

5 I, Joan Marie Dotson, Certified Shorthand
6 Reporter of the Second Judicial District Court of the
7 State of Nevada, in and for the County of Washoe, do
8 hereby certify:

9 That I was present in Department No. 3 of
10 the above-entitled Court and took stenotype notes of the
11 proceedings entitled herein, and thereafter transcribed
12 the same into typewriting as herein appears;

13 That the foregoing transcript is a full,
14 true and correct transcription of my stenotype notes of
15 said proceedings.

16 DATED: At Reno, Nevada, this 9th of April,
17 2019.

18 /s/ Joan Marie Dotson

19 Joan Marie Dotson, CSR No. 102

20

21

22

23

24

#	12 [2] - 24:12, 25:13 123 [1] - 33:2 12:00 [1] - 24:13 12th [1] - 33:6 13 [1] - 43:12 13th [1] - 33:5 1460 [2] - 28:17, 42:23 15 [2] - 43:20, 47:5 15,000 [1] - 69:18 1500 [1] - 69:18 16 [2] - 44:4, 61:9 17 [2] - 43:2, 43:13 1700 [2] - 28:18, 31:16 18 [1] - 43:2 18th [1] - 20:22 1st [1] - 37:5	4	4 [1] - 60:22 40 [1] - 43:7 400 [1] - 42:19 4185 [1] - 1:1 44 [2] - 5:4, 5:6 45 [1] - 45:1 4th [1] - 31:24	A	addresses [1] - 59:22 adequacy [1] - 40:13 admission [3] - 14:6, 19:24, 20:13 admit [1] - 14:9 admitted [4] - 10:16, 20:2, 20:15, 25:5 advertised [3] - 28:17, 50:4, 67:4 advertisements [1] - 53:11 advised [1] - 56:8 afforded [1] - 25:18 afternoon [1] - 22:12 age [1] - 52:16 agent [12] - 6:2, 24:18, 53:3, 58:4, 59:3, 62:1, 62:2, 62:4, 62:8, 62:20, 62:21 agents [5] - 13:16, 55:10, 57:20, 58:16, 60:2 ago [1] - 10:7 agree [2] - 17:17, 55:14 agreed [3] - 9:13, 45:16, 49:18 agreement [5] - 17:4, 26:11, 53:23, 54:12, 59:17 agrees [3] - 54:1, 55:7, 55:9 ahead [11] - 5:16, 11:14, 11:20, 12:23, 13:7, 17:16, 25:7, 49:1, 61:13, 61:23, 65:4 AJ [1] - 28:5 alive [1] - 66:15 alleged [1] - 54:4 allow [2] - 5:15, 23:12 allowed [3] - 5:12, 29:3, 40:5 allows [1] - 28:12 almost [1] - 29:16 amazing [1] - 43:9 amount [8] - 26:11, 43:1, 43:8, 43:21, 44:7, 46:17, 49:15, 49:19 amounts [2] - 44:13, 45:16 analysis [2] - 19:4, 20:7 AND [1] - 1:7 answer [2] - 14:20, 15:4 answers [1] - 37:23 anyway [2] - 48:3, 61:13 apologize [1] - 11:6
#102 [1] - 1:22				A.M [1] - 1:19 abandon [1] - 42:19 abatement [4] - 41:1, 41:8, 50:21, 67:5 abided [1] - 66:16 ability [1] - 34:23 able [1] - 35:21 above-entitled [1] - 73:9 accept [2] - 61:13, 65:2 acceptance [13] - 6:6, 19:20, 52:7, 53:2, 53:21, 53:23, 54:7, 54:9, 56:21, 59:10, 59:12, 59:16, 68:3 accepted [4] - 19:8, 48:16, 60:12 accessory [3] - 28:13, 29:14 accomplish [2] - 14:13, 16:5 according [3] - 28:11, 37:13, 39:20 accuracy [2] - 52:14, 53:19 accurate [5] - 26:4, 52:19, 57:8, 58:6, 58:8 acknowledge [3] - 15:19, 54:12, 55:1 acknowledged [3] - 19:14, 19:22, 22:22 acknowledges [1] - 54:22 acknowledging [1] - 19:13 acre [1] - 69:16 acres [1] - 38:19 act [1] - 27:12 acted [2] - 27:24, 70:16 action [2] - 50:12, 54:3 acts [1] - 54:24 actual [7] - 45:19, 46:3, 46:4, 49:6, 56:20, 57:11, 71:18 adding [1] - 50:23 addition [1] - 44:14 additional [6] - 5:20, 9:7, 10:4, 20:10, 49:23, 58:11 additionally [1] - 28:20 address [4] - 4:15, 4:16, 51:24, 57:24 addressed [2] - 11:16, 11:19	
\$	\$10,260 [1] - 44:21 \$11,550 [1] - 44:11 \$12,484.34 [1] - 46:4 \$2,024.89 [1] - 43:12 \$23,800 [1] - 41:16 \$27,663.95 [1] - 44:7 \$29,677 [1] - 45:20 \$290 [1] - 44:5 \$3,329.37 [1] - 43:1 \$30,000 [1] - 67:10 \$4,050 [2] - 43:15, 43:19 \$4,393.09 [1] - 45:23 \$40,000 [1] - 47:9 \$400,000 [2] - 61:17, 64:14 \$419.69 [1] - 43:3 \$42,158.34 [1] - 46:5 \$5,000 [2] - 43:7, 43:8 \$5,500 [1] - 43:21 \$50,000 [1] - 67:23 \$57,500 [1] - 46:19 \$6,825 [1] - 44:21 \$631 [1] - 45:11 \$7,050 [1] - 43:6 \$7,457.25 [1] - 44:24 \$7,500 [1] - 48:5 \$7500 [1] - 46:20	2	50 [5] - 45:1, 45:12, 46:19, 48:8, 48:9 51 [5] - 17:21, 18:1, 18:2, 18:4, 18:5 52 [2] - 31:21, 37:17 5th [1] - 30:18		
	2-18 [1] - 21:15 2-28-2013 [1] - 21:16 2-8-13 [1] - 21:3 2007 [1] - 41:21 2012 [5] - 29:4, 29:5, 30:18, 37:5, 41:20 2013 [6] - 6:17, 20:22, 21:5, 33:5, 33:7, 41:20 2017 [7] - 24:23, 44:24, 45:6, 45:7, 45:13, 45:17 2018 [3] - 1:19, 4:1, 23:4 2019 [1] - 73:16 20th [1] - 32:17 2180 [2] - 28:16, 31:16 22ND [2] - 1:19, 4:1 240 [4] - 49:7, 50:3, 52:12, 61:7 25 [1] - 28:11 28th [2] - 21:22, 37:6 29 [1] - 43:2	6	60 [1] - 31:11 61 [1] - 17:23 63 [2] - 30:20, 42:7 64 [2] - 30:22, 42:7 645 [1] - 56:5 645.252 [3] - 65:6, 68:9, 68:13 645.252(1)(a) [1] - 27:10 645.252(2) [1] - 27:14 645.257 [1] - 40:4 66 [2] - 37:13, 44:12 69 [2] - 31:20, 37:17		
'	'94 [1] - 36:1 'accepted [1] - 56:19 'accepted' [1] - 57:13 'see [1] - 37:17 'they' [1] - 19:16	7	7 [1] - 60:15 70 [3] - 33:2, 34:16, 37:22 72 [2] - 36:24, 37:9 75 [1] - 48:20 7500 [1] - 48:9 78 [6] - 12:18, 13:7, 13:10, 14:2, 17:20, 49:20 79 [4] - 18:18, 18:21, 20:11, 49:21		
/		8	8 [4] - 3:9, 20:2, 20:5, 20:6 80 [3] - 25:8, 45:21, 45:24		
/s [1] - 73:18		9	9 [5] - 20:2, 20:5, 20:6, 57:6, 57:18 934 [1] - 42:22 9th [2] - 23:4, 73:15		
1	1,000 [1] - 69:21 1-16 [1] - 21:5 1-18-13 [1] - 21:4 1-18-2013 [1] - 21:6 1-3-13 [1] - 58:13 1.12 [2] - 38:18, 38:19 102 [1] - 73:19 110 [1] - 37:22 110.306.25 [1] - 28:23 113.130 [1] - 58:9 113.140 [3] - 55:20, 56:1, 57:24 11:00 [1] - 1:19	3			

<p>apparent [3] - 52:20, 52:22</p> <p>appeared [1] - 12:2</p> <p>applicable [2] - 52:5, 59:15</p> <p>applications [3] - 26:19, 29:19, 41:12</p> <p>applies [1] - 58:3</p> <p>apply [2] - 24:21, 59:6</p> <p>appraisal [28] - 30:17, 30:20, 30:22, 31:2, 31:9, 31:18, 32:3, 32:4, 32:7, 32:11, 32:15, 37:19, 38:3, 42:3, 42:4, 51:17, 51:18, 51:19, 51:20, 61:11, 61:16, 62:23, 63:20, 64:13, 64:16, 65:17, 65:19, 69:13</p> <p>appreciate [1] - 25:18</p> <p>appropriate [8] - 15:21, 32:14, 41:2, 41:5, 54:21, 67:8, 70:14, 71:13</p> <p>approved [3] - 19:23, 43:11, 60:17</p> <p>approximate [1] - 52:10</p> <p>April [1] - 73:15</p> <p>archaeologists [1] - 54:18</p> <p>architectural [2] - 43:21, 44:1</p> <p>area [4] - 11:10, 28:9, 29:1, 29:10</p> <p>argue [2] - 23:20, 27:1</p> <p>argues [1] - 50:21</p> <p>argument [2] - 51:17, 61:10</p> <p>arose [1] - 56:11</p> <p>assignments [1] - 59:14</p> <p>Associate [1] - 37:12</p> <p>Associates [1] - 44:11</p> <p>assume [1] - 36:10</p> <p>attached [1] - 32:3</p> <p>attached' [1] - 37:18</p> <p>attachment [1] - 37:20</p> <p>attacks [2] - 51:14</p> <p>attention [1] - 15:13</p> <p>attorney [3] - 30:23, 31:3, 44:17</p> <p>Attorney [2] - 2:5, 2:10</p> <p>attorney's [1] - 44:14</p> <p>attorneys [1] - 40:16</p> <p>August [1] - 32:17</p> <p>AUGUST [2] - 1:19, 4:1</p> <p>available [1] - 41:8</p> <p>average [1] - 26:2</p>	<p>avoid [1] - 67:19</p> <p>award [2] - 44:14, 46:4</p> <p>awarded [1] - 46:3</p> <p>awarding [1] - 46:3</p> <p>aware [4] - 29:10, 49:17, 62:14, 62:16</p>	<p>B</p> <p>background [1] - 5:15</p> <p>bank's [1] - 64:16</p> <p>barriers [1] - 52:23</p> <p>based [6] - 6:10, 9:9, 35:6, 47:1, 47:2, 49:22</p> <p>bases [3] - 45:18, 61:4, 67:7</p> <p>Bate [1] - 31:20</p> <p>bathroom [2] - 39:6, 39:9</p> <p>bearing [1] - 13:23</p> <p>became [1] - 49:17</p> <p>becomes [1] - 52:12</p> <p>bedroom [2] - 39:9, 69:20</p> <p>bedrooms [1] - 69:20</p> <p>begin [1] - 32:22</p> <p>beginning [4] - 36:20, 44:18, 48:2, 67:22</p> <p>behalf [1] - 4:9</p> <p>Beko [2] - 22:20, 23:2</p> <p>bell [1] - 69:15</p> <p>best [1] - 29:11</p> <p>better [2] - 18:14, 35:6</p> <p>between [10] - 6:16, 21:7, 21:20, 41:3, 41:15, 49:11, 50:8, 50:16, 62:4, 67:6</p> <p>beyond [2] - 9:5, 9:6</p> <p>big [3] - 12:12, 49:8, 61:8</p> <p>bionic [1] - 67:15</p> <p>Bissell [1] - 24:16</p> <p>bit [1] - 33:11</p> <p>blanket [1] - 60:18</p> <p>board [1] - 29:20</p> <p>bottom [2] - 59:6, 60:23</p> <p>bought [2] - 67:3, 68:1</p> <p>boundary [5] - 43:14, 43:15, 52:20, 52:22, 52:24</p> <p>Brad [1] - 16:16</p> <p>break [7] - 16:16, 23:23, 24:1, 24:2, 24:10, 24:12, 25:12</p> <p>BREWBICK [2] - 3:9, 4:8</p> <p>Brewbick [6] - 4:6, 4:16, 20:17, 22:14, 22:22, 26:10</p>	<p>Brian [1] - 33:4</p> <p>briefed [1] - 46:21</p> <p>briefly [1] - 6:3</p> <p>bring [4] - 6:22, 9:12, 50:11, 64:20</p> <p>brings [1] - 32:16</p> <p>Brohan [1] - 44:19</p> <p>broker [11] - 52:13, 52:16, 53:2, 54:22, 63:9, 64:10, 64:12, 64:14, 66:1, 66:2, 66:4</p> <p>brokerage [1] - 37:12</p> <p>brokers [7] - 52:24, 53:13, 54:1, 55:1, 55:10, 60:3, 63:8</p> <p>brought [5] - 15:13, 21:20, 36:12, 61:1, 66:18</p> <p>build [1] - 51:4</p> <p>Building [1] - 60:15</p> <p>building [6] - 28:13, 28:15, 28:16, 28:21, 29:14, 29:22</p> <p>buildings [2] - 29:14, 52:18</p> <p>bunch [2] - 68:2, 68:3</p> <p>burden [1] - 56:12</p> <p>business [2] - 5:5, 53:5</p> <p>buyer [20] - 13:24, 16:1, 33:14, 47:3, 53:18, 54:9, 54:12, 54:13, 54:20, 54:21, 55:22, 56:5, 56:6, 56:9, 58:6, 58:23, 60:1, 60:8, 61:22</p> <p>buyer's [7] - 48:11, 48:12, 56:10, 57:18, 57:19, 62:7, 64:24</p> <p>buyers [13] - 11:23, 18:24, 19:2, 19:17, 37:5, 49:17, 53:2, 56:13, 56:14, 56:17, 59:19, 61:24, 62:2</p> <p>BY [14] - 4:14, 5:17, 13:8, 14:10, 14:17, 15:11, 16:13, 16:20, 18:13, 18:19, 19:19, 20:12, 20:16, 21:17</p>	<p>38:14, 39:20, 39:22, 69:3, 69:5, 70:1</p> <p>case [58] - 5:13, 7:18, 7:20, 8:9, 8:10, 9:23, 9:24, 10:3, 11:7, 11:17, 11:20, 11:22, 24:16, 24:17, 24:22, 25:19, 25:22, 26:14, 27:15, 28:5, 28:15, 30:13, 30:21, 30:24, 31:4, 32:17, 33:2, 34:7, 35:2, 36:19, 36:21, 38:6, 38:9, 38:16, 38:23, 40:19, 44:9, 44:18, 44:20, 45:17, 46:2, 46:14, 47:15, 48:3, 51:16, 54:5, 55:15, 57:3, 57:4, 59:15, 60:19, 61:1, 62:22, 67:18, 70:13, 71:8, 71:22</p> <p>Case [1] - 1:12</p> <p>cash [1] - 26:14</p> <p>casing [2] - 33:10, 33:16</p> <p>category [1] - 53:9</p> <p>caused [1] - 42:13</p> <p>causes [1] - 50:6</p> <p>caveat [1] - 66:14</p> <p>Centennial [2] - 4:19, 4:22</p> <p>certain [9] - 5:24, 8:11, 8:23, 11:23, 16:23, 17:4, 17:6, 26:17, 43:17</p> <p>certainly [2] - 26:11, 64:2</p> <p>Certified [1] - 73:4</p> <p>certify [1] - 73:7</p> <p>chance [1] - 9:7</p> <p>change [1] - 5:5</p> <p>changed [1] - 41:21</p> <p>chapter [1] - 56:5</p> <p>Chapter [1] - 56:5</p> <p>characteristic [1] - 5:8</p> <p>charged [1] - 44:20</p> <p>charging [1] - 43:8</p> <p>check [3] - 6:7, 22:15, 26:14</p> <p>checked [1] - 57:19</p> <p>Circle [1] - 4:17</p> <p>circumstances [1] - 70:2</p> <p>cited [1] - 27:21</p> <p>claim [13] - 35:18, 36:12, 36:17, 49:22, 50:17, 51:21, 52:3, 55:7, 60:24, 62:17, 63:24, 68:23, 71:5</p> <p>claimed [3] - 36:22, 37:19, 50:1</p>	<p>claiming [4] - 50:9, 61:6, 69:10, 71:17</p> <p>claims [7] - 31:1, 46:24, 47:7, 48:1, 48:2, 60:10, 63:19</p> <p>clean [1] - 25:11</p> <p>clear [1] - 39:1</p> <p>cleared [1] - 49:4</p> <p>CLERK [4] - 12:18, 13:7, 18:16, 25:8</p> <p>client [37] - 22:16, 23:22, 29:15, 30:1, 30:9, 30:10, 30:11, 30:12, 34:14, 34:16, 34:21, 35:4, 35:9, 41:11, 42:13, 44:6, 45:17, 46:7, 48:16, 49:10, 61:15, 62:16, 62:20, 63:5, 63:15, 64:8, 64:12, 64:13, 66:4, 67:3, 68:18, 70:9, 70:13, 71:10, 71:12</p> <p>client's [4] - 11:17, 11:20, 51:13, 64:7</p> <p>clients [21] - 6:13, 26:18, 27:17, 27:23, 30:6, 32:2, 35:17, 36:9, 36:13, 36:22, 40:4, 40:13, 40:19, 41:10, 44:16, 44:21, 44:22, 46:12, 67:18, 68:23</p> <p>clients' [1] - 38:16</p> <p>close [13] - 6:13, 21:9, 21:16, 21:21, 37:5, 43:17, 53:20, 57:17, 57:21, 59:9, 60:24, 63:22, 69:13</p> <p>closed [3] - 6:4, 21:15, 53:22</p> <p>closes [2] - 53:24, 54:5</p> <p>closing [6] - 24:10, 24:15, 30:7, 48:2, 67:1, 70:4</p> <p>code [6] - 52:4, 55:2, 55:5, 59:23, 60:1</p> <p>Code [2] - 1:1, 28:23</p> <p>codes [2] - 52:5, 52:6</p> <p>Cohen [6] - 29:24, 39:10, 39:13, 42:15, 43:7, 67:23</p> <p>combined [1] - 42:12</p> <p>coming [1] - 71:3</p> <p>commence [1] - 24:15</p> <p>comments [1] - 50:20</p> <p>commission [4] - 37:13, 37:14, 44:10, 44:11</p> <p>communicate [1] -</p>
		<p>C</p> <p>calculations [1] - 49:5</p> <p>cannot [2] - 54:22, 55:5</p> <p>cap [1] - 67:13</p> <p>care [9] - 24:7, 55:23, 56:7, 57:16, 58:6, 70:9, 70:10, 70:12, 70:13</p> <p>Cartinella [7] - 38:11,</p>			

<p>63:10</p> <p>communications [1] - 62:3</p> <p>compare [2] - 17:14, 72:11</p> <p>compensate [1] - 67:5</p> <p>complain [2] - 30:15, 38:10</p> <p>complaining [2] - 30:6, 67:16</p> <p>complaint [1] - 60:20</p> <p>complete [1] - 61:2</p> <p>completed [8] - 8:3, 17:5, 20:18, 20:19, 53:8, 54:10, 55:24, 56:2</p> <p>completes [1] - 22:3</p> <p>completing [1] - 45:15</p> <p>compliance [6] - 52:4, 55:3, 55:5, 59:23, 60:1</p> <p>comply [1] - 51:8</p> <p>computation [1] - 52:11</p> <p>computer [1] - 53:11</p> <p>concerned [2] - 22:24, 35:23</p> <p>concerning [2] - 9:3, 58:17</p> <p>concluded [1] - 72:20</p> <p>conclusion [5] - 16:7, 19:10, 19:11, 35:14, 47:8</p> <p>conclusions [1] - 72:5</p> <p>Condition [4] - 13:12, 13:15, 15:19, 16:4</p> <p>condition [3] - 16:6, 54:23, 56:4</p> <p>conditions [2] - 16:15, 59:7</p> <p>conduct [1] - 6:19</p> <p>confer [1] - 23:22</p> <p>conformity [1] - 11:3</p> <p>confused [1] - 19:1</p> <p>connection [1] - 50:16</p> <p>constitute [2] - 55:22, 56:3</p> <p>construction [1] - 53:7</p> <p>Consulting [1] - 43:7</p> <p>consumer [1] - 26:3</p> <p>consumers [3] - 25:23, 26:3, 27:5</p> <p>contact [1] - 6:8</p> <p>contained [1] - 53:10</p> <p>contend [4] - 40:8, 40:24, 42:10, 44:8</p> <p>contention [1] - 32:6</p> <p>contingent [2] - 45:18, 46:2</p> <p>continue [1] - 27:4</p>	<p>continued [1] - 32:18</p> <p>continuing [1] - 22:12</p> <p>contract [4] - 6:10, 47:20, 55:4, 68:9</p> <p>contractor [1] - 54:19</p> <p>contractors [1] - 54:19</p> <p>contribution [3] - 36:17, 47:24, 48:3</p> <p>control [1] - 54:19</p> <p>conversations [2] - 62:1, 62:3</p> <p>copies [3] - 12:16, 16:17, 16:19</p> <p>copy [5] - 12:13, 13:17, 54:12, 72:8, 72:9</p> <p>correct [12] - 15:22, 20:23, 24:15, 26:6, 26:20, 41:1, 42:8, 47:4, 50:5, 63:3, 71:5, 73:13</p> <p>corrected [3] - 39:21, 49:16, 62:18</p> <p>cost [2] - 42:24, 43:15</p> <p>costs [4] - 45:11, 45:19, 45:22</p> <p>counsel [16] - 4:3, 8:4, 10:13, 10:16, 11:2, 18:17, 22:21, 23:3, 23:11, 25:16, 30:5, 41:19, 46:16, 68:2, 68:4, 72:3</p> <p>counsel's [1] - 7:10</p> <p>counter [1] - 31:23</p> <p>counteroffer [2] - 32:1, 32:2</p> <p>COUNTY [2] - 1:7, 73:2</p> <p>County [4] - 28:22, 42:14, 43:12, 73:6</p> <p>county [8] - 39:16, 40:17, 41:11, 43:15, 43:23, 43:24, 67:19, 67:24</p> <p>couple [1] - 69:13</p> <p>course [2] - 12:1, 56:15</p> <p>court [7] - 24:17, 35:6, 37:8, 45:16, 46:2, 46:4, 46:21</p> <p>Court [5] - 9:24, 24:19, 52:2, 73:5, 73:9</p> <p>COURT [148] - 1:6, 4:3, 5:15, 7:4, 7:8, 7:12, 7:21, 7:24, 8:11, 9:1, 9:9, 10:11, 10:14, 10:16, 10:19, 11:1, 11:14, 11:19, 12:21, 12:24, 14:5,</p>	<p>14:9, 15:1, 15:6, 15:9, 16:8, 16:16, 16:19, 17:16, 17:18, 17:23, 18:2, 18:5, 18:8, 18:12, 19:11, 19:16, 19:18, 20:5, 20:7, 20:11, 20:15, 21:13, 22:7, 22:9, 22:19, 22:24, 23:5, 23:10, 23:14, 23:16, 23:19, 23:24, 24:4, 24:7, 24:11, 24:20, 25:4, 25:7, 25:10, 25:13, 25:15, 25:20, 26:22, 27:3, 33:8, 33:12, 33:22, 33:24, 34:2, 35:8, 35:22, 36:1, 36:5, 36:14, 39:1, 39:4, 39:8, 39:11, 39:17, 41:19, 42:3, 42:6, 42:9, 45:3, 45:7, 46:8, 46:10, 46:16, 47:1, 47:5, 47:11, 48:5, 48:9, 48:12, 48:19, 48:22, 49:1, 55:6, 55:9, 55:13, 55:17, 60:2, 60:5, 61:5, 61:10, 61:19, 61:22, 62:6, 62:10, 62:14, 62:23, 63:7, 63:13, 63:16, 63:18, 63:21, 64:1, 64:4, 64:9, 64:16, 64:21, 64:23, 65:4, 65:7, 65:9, 65:12, 65:16, 65:21, 65:24, 66:9, 66:14, 66:21, 66:24, 67:7, 67:21, 69:12, 69:23, 70:5, 70:7, 70:21, 70:24, 71:2, 71:19, 72:3, 72:8, 72:11, 72:15</p> <p>cover [1] - 62:7</p> <p>coverage [1] - 14:22</p> <p>covered [1] - 60:21</p> <p>credibility [4] - 34:2, 38:2, 51:14</p> <p>Creek [1] - 4:17</p> <p>CROSS [1] - 3:3</p> <p>cross [2] - 36:12, 55:7</p> <p>crossed [2] - 13:3, 13:4</p> <p>CSR [2] - 1:22, 73:19</p> <p>CV15-00281 [1] - 1:12</p>	<p>47:19, 47:23, 50:3, 50:7, 50:16, 50:18, 72:1</p> <p>date [3] - 20:20, 21:1, 21:16</p> <p>DATED [1] - 73:15</p> <p>dated [4] - 17:24, 23:4, 33:5, 58:13</p> <p>dates [3] - 20:21, 21:2, 21:20</p> <p>days [3] - 5:21, 54:13, 69:13</p> <p>deadlines [1] - 9:7</p> <p>deal [2] - 29:15, 61:8</p> <p>dealing [1] - 38:7</p> <p>dealt [1] - 61:16</p> <p>Deann [1] - 37:4</p> <p>December [5] - 24:23, 29:5, 44:24, 45:13, 45:17</p> <p>decide [1] - 57:3</p> <p>decided [2] - 8:5, 34:14</p> <p>decisive [1] - 57:3</p> <p>deemed [2] - 27:6, 53:20</p> <p>defect [1] - 55:21</p> <p>defects [1] - 58:1</p> <p>defend [2] - 36:8, 54:2</p> <p>defendant [2] - 26:23, 50:6</p> <p>Defendant [3] - 1:14, 3:8, 4:10</p> <p>defendants [8] - 23:15, 30:12, 37:3, 38:15, 45:3, 45:4, 48:4, 61:3</p> <p>Defendants [1] - 2:9</p> <p>defense [2] - 36:15, 61:2</p> <p>deliver [1] - 72:10</p> <p>demand [1] - 54:3</p> <p>density [3] - 28:9, 29:2, 38:20</p> <p>Department [1] - 73:8</p> <p>deposit [1] - 53:19</p> <p>deposition [1] - 45:22</p> <p>Dept [1] - 1:13</p> <p>DEPUTY [1] - 16:18</p> <p>describe [1] - 6:3</p> <p>description [2] - 49:18, 50:9</p> <p>detached [1] - 39:14</p> <p>diagonal [1] - 14:11</p> <p>diagonally [1] - 57:12</p> <p>difference [9] - 41:3, 41:15, 42:2, 49:8, 49:11, 50:1, 52:12, 67:3, 67:6</p> <p>different [3] - 6:1, 46:24, 61:12</p>	<p>differently [1] - 27:24</p> <p>dig [2] - 35:15, 65:9</p> <p>digging [1] - 32:20</p> <p>DIRECT [2] - 3:3, 4:13</p> <p>directed [1] - 56:9</p> <p>disbarred [2] - 44:19, 44:20</p> <p>disclaimers [1] - 59:14</p> <p>disclose [13] - 27:9, 27:11, 28:6, 32:8, 40:6, 40:12, 47:17, 58:19, 68:5, 68:14, 68:20, 69:10, 72:2</p> <p>disclosed [14] - 14:4, 30:6, 39:24, 54:24, 57:8, 69:2, 69:4, 70:18, 71:7, 71:9, 71:11, 71:13, 71:21, 71:24</p> <p>disclosing [2] - 40:9, 70:11</p> <p>disclosure [9] - 36:5, 54:8, 54:15, 55:21, 55:24, 56:2, 58:1, 58:20, 58:21</p> <p>Disclosure [2] - 54:10, 54:15</p> <p>disclosures [7] - 23:4, 26:4, 30:23, 31:4, 31:5, 56:12, 68:19</p> <p>disconnect [1] - 29:21</p> <p>discovered [1] - 35:11</p> <p>discoveries [1] - 56:12</p> <p>discovery [3] - 9:6, 9:8, 45:15</p> <p>discrepancy [2] - 50:4, 62:18</p> <p>discussing [1] - 22:11</p> <p>dishonest [1] - 37:15</p> <p>disputing [4] - 62:9, 62:13, 63:11, 65:23</p> <p>distinct [2] - 46:23, 47:17</p> <p>District [1] - 73:5</p> <p>DISTRICT [2] - 1:6, 1:8</p> <p>ditches [1] - 52:23</p> <p>Division [1] - 5:23</p> <p>document [23] - 13:10, 13:11, 14:12, 14:18, 15:1, 15:13, 16:3, 16:4, 16:9, 16:23, 17:19, 18:16, 20:24, 31:12, 37:20, 51:19, 56:23, 57:13, 57:17, 58:10, 58:12, 58:14, 68:9</p> <p>documentary [2] - 31:9, 32:6</p> <p>documentation [1] -</p>
D				
<p>damages [17] - 40:5, 40:14, 40:21, 41:2, 41:5, 41:17, 44:13, 47:2, 47:9, 47:11,</p>				

<p>26:12 documents [42] - 6:11, 6:24, 7:3, 7:10, 7:18, 8:7, 8:8, 8:9, 8:22, 8:23, 9:4, 9:17, 9:20, 9:22, 10:4, 11:6, 11:8, 11:9, 11:11, 11:23, 13:23, 17:3, 18:21, 18:22, 18:23, 19:3, 19:21, 20:21, 21:2, 21:18, 26:8, 35:7, 35:8, 38:3, 38:6, 38:22, 42:1, 49:20, 52:2, 57:2, 60:18, 61:1 dollars [5] - 26:20, 40:18, 41:13, 47:6, 67:10 done [8] - 5:6, 10:5, 10:6, 15:3, 15:16, 15:18, 24:6, 60:12 Dotson [4] - 1:22, 73:4, 73:18, 73:19 down [3] - 29:19, 58:5, 67:24 draining [1] - 57:9 drawing [2] - 29:20, 56:18 drawn [2] - 14:23, 57:12 duces [2] - 9:9, 9:12 duly [1] - 4:10 duplicates [1] - 13:1 during [11] - 5:10, 12:1, 31:21, 32:5, 32:7, 35:13, 45:11, 45:19, 56:11, 56:15, 57:16 duties [8] - 27:8, 27:19, 28:1, 41:21, 44:8, 46:23, 47:16, 56:9 duty [7] - 55:22, 56:6, 56:10, 60:1, 63:5, 63:9, 69:9</p>	<p>4:22 emptor [1] - 66:14 end [4] - 11:22, 26:14, 37:18, 53:24 ended [2] - 18:6, 36:1 engineers [1] - 54:17 enhance [1] - 50:24 enhanced [3] - 51:12, 67:11, 67:15 enlarged [1] - 44:3 entire [1] - 6:19 entitled [5] - 44:10, 46:14, 68:12, 73:9, 73:10 equivalent [1] - 67:12 error [2] - 17:22, 24:15 errors [1] - 53:13 escrow [40] - 4:19, 5:1, 5:4, 5:10, 6:3, 6:5, 6:10, 6:15, 6:16, 6:19, 7:18, 8:23, 9:18, 11:22, 12:1, 12:2, 13:14, 13:17, 15:17, 16:11, 20:17, 21:9, 21:14, 21:15, 21:16, 21:20, 21:21, 37:5, 53:20, 53:22, 53:24, 56:11, 56:15, 57:16, 57:17, 57:21, 59:9, 60:24, 63:22, 69:13 especially [1] - 46:22 establishes [2] - 27:7 Estate [1] - 5:22 estate [9] - 6:2, 16:11, 22:2, 26:8, 26:12, 27:13, 28:3, 58:16, 59:3 estimate [1] - 67:23 estimates [1] - 52:10 event [1] - 51:10 evidence [16] - 14:3, 27:1, 28:8, 28:12, 30:7, 31:9, 32:6, 35:6, 35:14, 46:13, 56:16, 64:6, 64:17, 64:19, 64:21, 65:20 evidently [1] - 66:15 Ewing [1] - 24:16 exact [1] - 20:20 exactly [7] - 39:13, 48:15, 61:14, 63:1, 65:11, 66:12, 69:22 examination [1] - 8:6 EXAMINATION [1] - 4:13 examined [1] - 4:11 example [2] - 25:22, 56:18 exchange [1] - 10:20 excuse [6] - 11:10,</p>	<p>12:12, 21:16, 53:3, 56:11, 59:18 excused [1] - 22:9 excuses [1] - 57:22 executed [1] - 13:16 exercise [7] - 55:23, 56:6, 58:6, 70:9, 70:10, 70:11, 70:13 Exhibit [35] - 12:18, 13:7, 13:10, 14:2, 17:20, 17:21, 18:4, 18:18, 18:21, 25:8, 28:11, 30:20, 30:22, 31:11, 31:20, 33:2, 34:16, 36:24, 37:9, 37:13, 37:17, 37:22, 42:7, 43:4, 43:7, 43:20, 44:4, 44:12, 45:12, 45:21, 45:24, 57:6, 57:18, 59:22, 60:15 exhibit [4] - 12:20, 14:5, 44:6, 59:21 Exhibits [2] - 20:2, 43:2 exhibits [13] - 7:5, 7:13, 7:16, 8:1, 8:3, 8:4, 8:6, 8:14, 10:20, 17:13, 43:6, 43:12, 45:1 experience [3] - 16:11, 16:14, 58:17 expert [3] - 23:2, 23:11, 35:2 experts [2] - 54:16, 54:20 explained [1] - 27:22 explanation [2] - 6:14, 8:21 express [2] - 14:22, 56:3 extra [2] - 8:5</p>	<p>February [6] - 10:2, 10:5, 21:22, 33:5, 33:6, 37:6 fees [10] - 43:3, 43:10, 44:15, 44:24, 45:1, 45:20, 46:3, 46:4, 46:6 feet [15] - 28:16, 28:17, 28:18, 30:16, 30:19, 41:4, 42:19, 42:22, 49:7, 50:3, 52:12, 61:8, 62:19, 62:22 fellow [1] - 65:21 felt [1] - 10:3 fences [1] - 52:22 few [1] - 32:15 fifth [1] - 34:19 file [11] - 6:22, 6:24, 7:10, 9:12, 10:5, 10:21, 12:6, 17:3, 17:7, 18:22, 31:7 filed [3] - 8:18, 11:16, 23:7 files [1] - 12:12 filing [1] - 45:15 filled [2] - 5:10, 31:14 final [4] - 12:8, 13:2, 32:23, 53:20 finally [1] - 49:15 findings [1] - 72:5 finger [1] - 58:7 finish [2] - 6:20, 32:23 finished [2] - 18:9, 24:13 first [9] - 4:10, 14:11, 29:4, 29:18, 31:11, 31:15, 36:21, 51:23, 52:3 First [2] - 4:19, 4:22 fits [1] - 53:9 five [3] - 52:8, 70:3, 70:5 fix [2] - 33:17, 35:9 fixed [4] - 33:12, 33:22, 40:18, 56:22 fixes [1] - 33:17 flags [1] - 39:19 fluctuations [1] - 49:5 followed [2] - 8:12, 11:2 following [1] - 34:18 follows [1] - 4:11 foot [2] - 31:16, 50:5 footage [24] - 32:9, 32:14, 40:11, 41:1, 41:3, 41:9, 41:10, 41:14, 41:18, 42:8, 49:5, 49:15, 49:17, 49:19, 50:2, 52:9, 52:17, 62:17, 63:2,</p>	<p>63:4, 65:14, 67:3, 67:7, 71:11 footages [1] - 32:11 FOR [1] - 1:7 foregoing [2] - 72:20, 73:12 Form [2] - 54:10, 54:15 form [14] - 13:13, 21:11, 31:13, 31:14, 36:5, 54:8, 55:21, 55:24, 56:2, 57:11, 58:20, 59:17, 67:5, 68:4 former [2] - 23:3, 30:23 forms [4] - 5:9, 5:18, 5:24, 16:23 forth [2] - 32:14, 58:16 forward [2] - 13:6, 29:4 foundation [1] - 5:14 four [2] - 54:13, 69:20 frankly [1] - 34:8 freaking [1] - 68:1 Friday [2] - 7:22, 7:23 front [2] - 24:18, 42:1 full [2] - 16:3, 73:12 functioning [1] - 39:6 funds [1] - 53:19</p>
G				
<p>gallon [1] - 69:19 gallons [1] - 38:22 gas [1] - 33:18 general [1] - 54:18 generic [1] - 52:4 geologists [1] - 54:17 given [2] - 12:3, 45:10 GLADE [1] - 2:9 Gloria [4] - 4:5, 4:16, 22:14, 22:22 GLORIA [2] - 3:9, 4:8 gosh [1] - 71:3 ground [1] - 35:16 guarantee [2] - 52:14, 54:23 guaranteed [2] - 53:13, 53:16 guess [5] - 11:5, 16:8, 18:14, 25:12, 51:7 guest [1] - 61:9 guy [1] - 69:16</p>				
H				
<p>half [3] - 28:13, 37:13, 42:21 HALL [59] - 2:9, 4:5, 4:14, 5:14, 5:17, 7:6, 7:9, 7:15, 7:23, 8:2,</p>				

<p>8:20, 9:11, 9:16, 9:21, 10:10, 10:12, 10:15, 10:18, 10:23, 11:5, 11:18, 11:21, 12:14, 13:2, 13:8, 14:10, 14:15, 14:17, 15:8, 15:11, 16:13, 16:20, 17:14, 17:17, 18:11, 18:13, 18:19, 19:19, 20:3, 20:9, 20:12, 20:16, 21:17, 22:8, 22:11, 23:13, 23:15, 24:9, 25:2, 48:23, 49:3, 55:8, 55:12, 55:14, 55:20, 58:5, 60:4, 60:7, 72:6</p> <p>hall [1] - 65:2</p> <p>hand [1] - 72:10</p> <p>handing [3] - 13:9, 18:14, 18:20</p> <p>handle [2] - 13:14, 57:2</p> <p>handwriting [1] - 31:15</p> <p>handwritten [2] - 37:20, 60:17</p> <p>hang [1] - 12:24</p> <p>harmless [1] - 54:2</p> <p>Harry [1] - 37:4</p> <p>HARRY [1] - 1:13</p> <p>hear [4] - 23:8, 46:10, 65:4, 66:7</p> <p>heard [1] - 56:14</p> <p>hearings [1] - 29:19</p> <p>heart [1] - 38:2</p> <p>help [2] - 26:3, 26:15</p> <p>hereby [1] - 73:7</p> <p>herein [2] - 73:10, 73:11</p> <p>herself [1] - 32:20</p> <p>himself [1] - 56:7</p> <p>hire [4] - 25:23, 40:16, 44:17, 61:22</p> <p>hired [2] - 25:24, 26:13</p> <p>hits [1] - 67:13</p> <p>hold [1] - 54:1</p> <p>hole [1] - 32:20</p> <p>honestly [1] - 15:4</p> <p>Honor [85] - 5:11, 7:7, 8:3, 8:20, 9:2, 9:16, 9:23, 10:12, 11:6, 12:10, 12:19, 13:5, 14:8, 16:18, 17:12, 17:19, 17:22, 18:18, 20:1, 22:4, 22:11, 22:21, 23:1, 23:13, 23:18, 24:3, 24:14, 24:22, 25:9, 25:12, 25:17, 26:17, 31:3,</p>	<p>31:13, 31:20, 32:5, 32:16, 34:4, 34:8, 34:23, 35:18, 36:9, 36:11, 38:1, 40:4, 40:19, 40:22, 40:24, 41:15, 42:1, 44:7, 44:15, 44:23, 45:9, 46:1, 46:6, 46:11, 46:20, 47:22, 48:23, 49:24, 51:23, 54:5, 55:14, 56:23, 57:1, 57:6, 57:22, 58:2, 59:5, 59:16, 60:17, 61:4, 61:6, 63:12, 64:3, 64:7, 65:23, 66:12, 67:12, 67:20, 68:8, 68:17, 70:3, 71:21</p> <p>HONORABLE [1] - 1:8</p> <p>hooked [1] - 39:11</p> <p>house [11] - 31:16, 31:17, 35:13, 39:14, 39:15, 42:21, 61:7, 61:9, 67:4, 70:22, 71:9</p> <p>houses [3] - 33:19, 34:15, 34:20</p> <p>hunt [1] - 53:24</p> <p>HVAC [1] - 33:17</p>	<p>68:19</p> <p>incurred [2] - 45:20, 46:6</p> <p>indemnification [1] - 55:17</p> <p>indemnify [3] - 54:2, 55:7, 55:10</p> <p>indemnity [3] - 36:17, 47:24, 48:3</p> <p>independent [1] - 21:19</p> <p>indicate [2] - 52:21, 59:1</p> <p>indicated [1] - 10:2</p> <p>indicators [2] - 52:21, 52:22</p> <p>individual [1] - 62:24</p> <p>industries [1] - 6:1</p> <p>industry [2] - 26:1, 32:13</p> <p>information [26] - 6:9, 14:4, 19:15, 27:9, 27:11, 31:17, 38:12, 38:22, 39:18, 39:21, 40:6, 47:17, 52:8, 53:10, 53:14, 53:19, 58:12, 58:14, 68:5, 68:15, 69:1, 69:2, 69:11, 70:11, 71:22</p> <p>informed [1] - 24:17</p> <p>initial [4] - 30:23, 31:4, 31:5, 51:17</p> <p>inputting [1] - 53:14</p> <p>inside [1] - 51:5</p> <p>insists [1] - 62:7</p> <p>inspected [1] - 60:11</p> <p>inspection [9] - 11:12, 12:4, 19:8, 20:8, 59:18, 59:19, 70:15, 70:17, 70:19</p> <p>Inspection [2] - 57:11, 60:15</p> <p>inspections [13] - 7:1, 12:3, 16:24, 17:5, 17:6, 17:13, 18:10, 20:10, 21:21, 54:16, 58:22, 58:24, 70:14</p> <p>install [4] - 33:16, 33:18, 34:14, 34:19</p> <p>instead [1] - 42:23</p> <p>instructions [1] - 6:10</p> <p>intact [1] - 49:19</p> <p>integral [1] - 9:16</p> <p>intended [2] - 14:12, 16:5</p> <p>interested [3] - 12:4, 24:24, 46:2</p> <p>interesting [1] - 72:16</p> <p>interrogatories [1] - 37:10</p> <p>introduce [1] - 7:13</p>	<p>investigate [6] - 39:23, 41:24, 53:1, 68:24, 69:6, 69:9</p> <p>investigating [1] - 55:1</p> <p>investigation [3] - 41:22, 57:7, 59:24</p> <p>invoices [4] - 24:23, 24:24, 44:21, 45:9</p> <p>involved [3] - 5:18, 6:12, 52:13</p> <p>involving [1] - 53:6</p> <p>is' [1] - 56:19</p> <p>issue [22] - 15:20, 28:9, 29:16, 30:14, 30:15, 34:1, 40:9, 41:6, 41:18, 42:11, 51:23, 52:1, 53:6, 55:5, 57:2, 57:3, 57:15, 59:15, 60:19, 64:2, 71:16, 71:18</p> <p>issues [12] - 16:5, 32:20, 33:10, 33:20, 37:24, 38:1, 42:13, 46:21, 47:16, 56:10, 62:17, 67:19</p> <p>item [5] - 23:1, 34:11, 34:19, 38:10, 59:9</p> <p>items [9] - 14:23, 25:11, 26:5, 33:9, 34:18, 39:23, 40:2, 60:11, 70:15</p> <p>itself [3] - 28:19, 41:14, 54:6</p>	<p>joint [2] - 47:20, 47:23</p> <p>judge [1] - 72:17</p> <p>JUDGE [1] - 1:8</p> <p>judgment [2] - 46:14, 48:19</p> <p>JUDICIAL [1] - 1:6</p> <p>Judicial [1] - 73:5</p> <p>juncture [1] - 34:17</p> <p>justification [1] - 50:17</p> <p>justify [2] - 41:23, 48:5</p>
K				
<p>keep [1] - 10:8</p> <p>kept [1] - 32:19</p> <p>Kincannon [6] - 33:5, 61:15, 66:7, 66:9, 66:13, 66:16</p> <p>kind [1] - 5:2</p> <p>kinds [1] - 41:12</p> <p>knee [3] - 67:13, 67:14, 67:15</p> <p>knowledge [10] - 5:12, 21:23, 21:24, 22:1, 26:1, 27:1, 29:3, 58:17, 59:2</p> <p>known [48] - 8:10, 26:21, 26:22, 27:9, 27:12, 28:8, 29:12, 30:9, 32:14, 38:13, 38:17, 38:23, 39:19, 39:24, 40:3, 40:6, 40:7, 40:10, 40:11, 40:12, 42:11, 42:12, 47:16, 47:18, 49:16, 63:13, 65:7, 65:13, 65:24, 68:6, 68:15, 68:17, 69:1, 69:3, 69:7, 69:10, 69:11, 69:14, 70:19, 71:10, 71:12, 71:23, 71:24</p> <p>knows [2] - 16:8, 64:12</p>				
J				
<p>James [1] - 28:6</p> <p>January [5] - 6:17, 17:24, 20:22, 31:23, 31:24</p> <p>JE [2] - 37:12, 44:10</p> <p>JEROME [1] - 1:8</p> <p>JJVL [4] - 31:21, 33:2, 37:17, 37:22</p> <p>Joan [4] - 1:22, 73:4, 73:18, 73:19</p> <p>job [2] - 30:13, 31:22</p> <p>JOHN [2] - 1:10, 2:4</p> <p>Johns [4] - 28:6, 29:5, 37:12, 44:10</p> <p>Johnson [24] - 12:11, 27:16, 27:22, 28:6, 28:24, 29:9, 31:1, 31:6, 31:14, 31:21, 32:2, 32:7, 32:18, 32:24, 33:4, 35:3, 36:21, 37:1, 37:11, 37:19, 41:1, 41:17, 42:10, 51:21</p> <p>Johnson's [4] - 30:23, 34:23, 40:1, 40:3</p>				
L				
<p>label [1] - 51:24</p> <p>lack [1] - 11:3</p> <p>land [2] - 52:9, 52:10</p> <p>language [9] - 19:7, 52:11, 58:9, 58:15, 59:5, 65:5, 68:2, 68:3, 68:4</p> <p>last [3] - 9:24, 10:5, 25:1</p> <p>late [3] - 8:18, 23:7, 55:15</p> <p>law [10] - 24:23, 27:18, 27:19, 39:5, 41:20, 42:17, 42:20, 42:22, 51:12, 58:19</p>				

<p>Law [2] - 2:5, 2:10 lawsuit [4] - 31:2, 36:11, 63:24, 66:18 laying [1] - 5:14 leach [1] - 43:16 least [3] - 8:15, 24:9, 60:21 leave [1] - 55:15 legal [3] - 16:7, 19:10, 19:11 legislation [1] - 27:7 legislature [1] - 27:6 less [1] - 49:7 letter [1] - 17:23 liability [2] - 47:21, 47:23 liar [1] - 35:4 licensed [3] - 25:24, 32:13, 58:23 lied [2] - 35:4, 51:21 limit [2] - 38:15, 59:3 limited [1] - 54:17 LINDBERG [1] - 1:10 Lindberg [1] - 6:17 Lindbergs [11] - 11:13, 19:1, 19:9, 50:23, 51:11, 57:7, 57:14, 58:11, 58:13, 60:14, 60:16 line [14] - 13:3, 13:4, 14:11, 14:15, 17:21, 39:11, 43:16, 52:20, 52:22, 52:24, 56:18, 57:12, 60:23, 70:22 lines [4] - 52:18, 55:2, 71:3, 71:5 list [1] - 14:6 listed [5] - 26:5, 29:6, 30:16, 32:12, 53:16 listing [9] - 29:4, 29:15, 31:12, 31:14, 40:8, 40:10, 53:11, 53:15, 62:19 livable [1] - 30:17 loan [3] - 6:11, 6:12, 12:2 location [2] - 52:18, 55:2 locations [2] - 32:15, 42:5 look [9] - 7:16, 17:14, 32:10, 36:24, 37:21, 56:17, 61:17, 64:17, 69:16 looked [3] - 8:23, 21:8, 64:8 looking [5] - 12:7, 14:5, 18:9, 18:10, 45:14 loud [1] - 49:2 low [4] - 28:9, 29:2,</p>	<p>33:11, 38:20 lower [1] - 50:13 lunch [2] - 23:22, 24:1</p> <p>M</p> <p>ma'am [1] - 22:7 mail [8] - 31:21, 31:24, 33:4, 33:14, 34:12, 37:18, 37:22, 64:7 mails [1] - 31:20 main [7] - 28:14, 28:15, 29:22, 31:16, 39:12, 39:15, 42:21 mandated [2] - 5:22, 5:24 March [1] - 23:4 Marie [3] - 73:4, 73:18, 73:19 mark [1] - 8:13 marked [7] - 8:15, 10:21, 12:14, 13:9, 18:15, 18:20, 25:4 marking [1] - 7:24 material [1] - 51:15 matter [8] - 11:10, 27:18, 32:12, 34:10, 49:24, 51:12, 61:3, 72:4 matters [1] - 51:15 mean [7] - 7:17, 9:18, 11:12, 16:14, 53:22, 66:10 means [2] - 16:9, 16:10 measure [4] - 41:2, 41:5, 65:10, 65:16 measured [2] - 42:3, 57:9 meet [3] - 7:13, 7:14, 11:23 meetings [3] - 15:12, 26:19, 29:18 mention [1] - 67:1 mentioned [2] - 46:18, 47:11 mentions [1] - 37:17 mid [1] - 45:6 might [2] - 26:3, 67:24 minor [1] - 37:15 minute [1] - 65:3 minutes [1] - 24:3 misidentification [1] - 63:3 misidentifying [1] - 61:7 mislead [1] - 32:21 misrepresentation [1] - 50:1 miss [1] - 38:14 Miss [32] - 12:11,</p>	<p>20:17, 23:2, 26:10, 27:16, 27:22, 28:24, 29:9, 30:22, 31:1, 31:6, 31:14, 31:21, 32:1, 32:7, 32:18, 32:24, 33:4, 34:23, 35:3, 36:21, 37:1, 37:11, 37:19, 39:20, 40:1, 40:3, 40:24, 41:17, 42:10, 51:21, 69:5 misspoke [1] - 16:2 Molini [3] - 22:16, 22:20, 23:2 moment [1] - 29:7 moments [1] - 32:23 Monday [1] - 23:6 money [3] - 29:23, 67:9, 67:19 month [3] - 25:1, 45:10 months [2] - 10:3, 10:7 Montner [1] - 43:5 moon [1] - 40:20 Moore [9] - 8:22, 9:1, 9:21, 14:7, 23:16, 49:16, 50:21, 51:13, 61:5 MOORE [119] - 2:4, 5:11, 7:2, 9:2, 9:14, 9:20, 9:22, 12:9, 12:15, 12:20, 12:22, 13:3, 14:8, 14:14, 14:24, 16:7, 17:12, 17:19, 18:1, 18:3, 18:6, 19:10, 20:1, 20:6, 20:14, 21:11, 22:5, 22:18, 22:20, 23:1, 23:6, 23:18, 23:21, 24:2, 24:5, 24:8, 24:14, 24:21, 25:6, 25:11, 25:17, 25:21, 26:24, 27:4, 33:9, 33:13, 33:23, 34:1, 34:3, 35:17, 35:24, 36:2, 36:6, 36:15, 39:3, 39:7, 39:9, 39:13, 39:18, 41:24, 42:4, 42:7, 42:10, 45:4, 45:9, 46:9, 46:11, 46:19, 47:4, 47:7, 47:13, 48:7, 48:11, 48:15, 48:21, 58:2, 61:6, 61:14, 61:21, 62:5, 62:9, 62:13, 62:16, 63:1, 63:11, 63:15, 63:17, 63:19, 63:23, 64:2, 64:6, 64:11, 64:19, 64:22, 65:3, 65:5, 65:8, 65:11,</p>	<p>65:14, 65:19, 65:22, 66:6, 66:12, 66:16, 66:22, 67:1, 67:8, 67:22, 69:22, 69:24, 70:6, 70:8, 70:23, 71:1, 71:4, 71:20, 72:9, 72:14, 72:17 Moore's [1] - 50:20 moreover [1] - 36:9 morning [1] - 4:3 most [1] - 70:15 mother [4] - 39:5, 42:17, 42:20, 42:22 mother-in-law [4] - 39:5, 42:17, 42:20, 42:22 motion [1] - 11:15 motions [2] - 8:18, 45:15 move [2] - 19:24, 20:13 MR [176] - 4:5, 4:14, 5:11, 5:14, 5:17, 7:2, 7:6, 7:9, 7:15, 7:23, 8:2, 8:20, 9:2, 9:11, 9:14, 9:16, 9:20, 9:21, 9:22, 10:10, 10:12, 10:15, 10:18, 10:23, 11:5, 11:18, 11:21, 12:9, 12:14, 12:15, 12:20, 12:22, 13:2, 13:3, 13:8, 14:8, 14:10, 14:14, 14:15, 14:17, 14:24, 15:8, 15:11, 16:7, 16:13, 16:20, 17:12, 17:14, 17:17, 17:19, 18:1, 18:3, 18:6, 18:11, 18:13, 18:19, 19:10, 19:19, 20:1, 20:3, 20:6, 20:9, 20:12, 20:14, 20:16, 21:11, 21:17, 22:5, 22:8, 22:11, 22:18, 22:20, 23:1, 23:6, 23:13, 23:15, 23:18, 23:21, 24:2, 24:5, 24:8, 24:9, 24:14, 24:21, 25:2, 25:6, 25:11, 25:17, 25:21, 26:24, 27:4, 33:9, 33:13, 33:23, 34:1, 34:3, 35:17, 35:24, 36:2, 36:6, 36:15, 39:3, 39:7, 39:9, 39:13, 39:18, 41:24, 42:4, 42:7, 42:10, 45:4, 45:9, 46:9, 46:11, 46:19, 47:4, 47:7, 47:13, 48:7, 48:11, 48:15, 48:21, 48:23, 49:3, 55:8,</p>	<p>55:12, 55:14, 55:20, 58:2, 58:5, 60:4, 60:7, 61:6, 61:14, 61:21, 62:5, 62:9, 62:13, 62:16, 63:1, 63:11, 63:15, 63:17, 63:19, 63:23, 64:2, 64:6, 64:11, 64:19, 64:22, 65:3, 65:5, 65:8, 65:11, 65:14, 65:19, 65:22, 66:6, 66:12, 66:16, 66:22, 67:1, 67:8, 67:22, 69:22, 69:24, 70:6, 70:8, 70:23, 71:1, 71:4, 71:20, 72:6, 72:9, 72:14, 72:17 multiple [15] - 17:13, 26:7, 26:19, 27:2, 30:1, 38:1, 38:5, 39:19, 42:5, 45:15, 45:16, 53:10, 53:15, 71:23</p> <p>N</p> <p>name [2] - 4:15, 4:16 named [1] - 23:10 narrative [1] - 32:19 nature [4] - 26:2, 45:23, 59:11, 60:24 near [1] - 11:22 necessary [2] - 27:6, 53:20 need [11] - 5:10, 6:9, 8:5, 8:12, 12:16, 15:19, 15:23, 15:24, 35:7, 39:22, 69:6 needed [3] - 10:4, 33:11, 70:9 needs [2] - 35:19, 69:8 negate [1] - 52:3 negligent [1] - 56:17 negotiations [1] - 31:22 NEVADA [4] - 1:7, 1:20, 4:1, 73:1 Nevada [11] - 2:6, 2:11, 4:17, 24:18, 25:23, 27:6, 27:18, 27:19, 57:2, 73:6, 73:15 never [12] - 23:5, 23:11, 31:2, 33:1, 33:21, 36:3, 39:21, 63:2, 63:17, 63:19, 63:23, 66:6 new [6] - 29:21, 33:16, 41:1, 43:11, 43:16, 44:3 next [3] - 15:6, 15:9, 18:8</p>
--	---	--	--	---

nick ^[1] - 10:12 Nick ^[1] - 23:3 nightmare ^[1] - 26:18 nine ^[1] - 20:8 nobody ^[5] - 30:13, 62:19, 62:22, 66:7, 66:8 noncompliance ^[1] - 57:22 nondisclosures ^[2] - 44:16, 71:8 none ^[5] - 36:18, 37:7, 68:4, 68:11 noon ^[1] - 25:12 nose ^[2] - 50:12, 50:14 note ^[1] - 60:17 notes ^[5] - 58:8, 72:13, 72:15, 73:9, 73:13 nothing ^[4] - 26:18, 50:4, 50:6, 59:11 notice ^[2] - 63:8, 63:9 Notice ^[2] - 33:1, 33:6 NRS ^[10] - 27:10, 27:13, 40:4, 55:20, 56:5, 57:24, 58:9, 65:6, 68:9, 68:12 nullity ^[2] - 68:10 number ^[7] - 28:9, 31:21, 33:9, 34:11, 37:2, 41:16, 50:5 Number ^[1] - 25:8 numbers ^[2] - 49:6, 49:12 NV ^[1] - 1:22	73:1, 73:2 off's ^[1] - 6:9 offenses ^[1] - 33:8 offer ^[20] - 6:6, 14:2, 31:22, 31:23, 34:15, 34:20, 34:22, 36:22, 36:23, 48:16, 48:17, 48:19, 52:7, 53:2, 53:23, 54:7, 59:10, 59:11, 59:16, 68:3 offered ^[1] - 35:1 offers ^[4] - 33:14, 37:2, 37:3, 37:8 office ^[6] - 12:2, 13:20, 24:24, 45:2, 45:20, 72:7 officer ^[5] - 4:19, 5:1, 6:15, 15:17, 16:11 old ^[2] - 31:5 omission ^[2] - 54:4 omissions ^[1] - 53:13 one ^[26] - 12:6, 18:7, 18:16, 21:3, 22:15, 22:18, 22:21, 24:7, 24:14, 26:10, 28:9, 28:12, 29:13, 31:11, 34:11, 35:10, 38:21, 39:1, 49:23, 60:21, 67:4, 69:16, 69:17, 69:21 ones ^[1] - 8:15 oOo ^[3] - 1:9, 4:2, 4:7 open ^[2] - 35:6, 37:8 opened ^[1] - 6:4 opening ^[3] - 24:17, 25:21, 30:4 operators ^[1] - 54:20 opposing ^[1] - 30:4 opposite ^[1] - 38:6 oral ^[2] - 52:15 order ^[2] - 6:9, 60:11 ordered ^[2] - 59:19, 70:20 original ^[5] - 12:15, 12:17, 13:18, 13:19, 13:20 originally ^[1] - 50:4 originals ^[1] - 22:10 osmosis ^[3] - 33:18, 34:14, 34:19 otherwise ^[1] - 59:10 outlined ^[1] - 47:14 outlines ^[1] - 37:23 outside ^[1] - 7:4 overlapping ^[1] - 60:18 owe ^[1] - 27:8 owed ^[2] - 27:19, 28:2 owes ^[1] - 63:5 own ^[2] - 30:11, 35:7 owner ^[1] - 31:18	ownerships ^[1] - 6:8 P page ^[15] - 7:15, 7:16, 7:17, 18:3, 31:11, 31:15, 31:19, 37:22, 52:7, 54:7, 59:17, 59:22, 64:14 pages ^[2] - 9:18, 20:4 paid ^[6] - 15:13, 41:2, 44:10, 44:11, 50:3, 67:6 Pamela ^[2] - 22:16, 22:20 papers ^[2] - 12:2, 12:3 paperwork ^[2] - 5:20, 6:13 paragraph ^[2] - 54:5, 57:1 paramount ^[1] - 34:24 parcels ^[1] - 52:17 part ^[7] - 9:17, 10:24, 17:21, 18:1, 26:8, 36:11, 39:15 partial ^[1] - 30:22 partially ^[1] - 44:20 parties ^[5] - 13:16, 27:8, 27:20, 28:2, 55:1 pass ^[1] - 27:6 past ^[1] - 58:24 pattern ^[1] - 38:7 pay ^[4] - 6:9, 40:17, 44:23, 47:19 penalty ^[1] - 37:11 per ^[3] - 15:18, 33:5, 51:19 percent ^[2] - 37:14, 61:9 Pereos ^[4] - 10:10, 10:12, 10:14, 23:3 perfect ^[1] - 25:22 performance ^[1] - 58:24 perhaps ^[1] - 13:19 period ^[1] - 45:19 perjury ^[1] - 37:11 permit ^[3] - 43:12, 53:7, 53:8 permits ^[10] - 35:20, 35:22, 35:24, 36:4, 36:8, 53:1, 53:4, 53:7, 55:2, 60:8 permitting ^[3] - 35:5, 35:11, 43:1 person ^[1] - 35:1 pertaining ^[1] - 53:12 pertinent ^[2] - 9:24, 53:19 pest ^[1] - 54:19	pH ^[1] - 44:5 phone ^[1] - 66:6 physically ^[1] - 20:20 piece ^[1] - 68:2 place ^[1] - 15:21 Plaintiff ^[2] - 1:11, 3:4 plaintiff ^[1] - 50:7 plaintiffs ^[1] - 60:20 Plaintiffs ^[1] - 2:4 planning ^[1] - 43:10 plans ^[4] - 43:11, 43:21, 43:22, 44:1 plus ^[1] - 67:10 point ^[7] - 40:23, 49:23, 51:10, 51:20, 52:1, 59:1, 59:22 pointed ^[1] - 60:7 POLAHA ^[1] - 1:8 policy ^[1] - 68:10 pops ^[1] - 55:17 portion ^[3] - 47:2, 51:5, 61:16 position ^[2] - 7:9, 65:1 possession ^[1] - 32:5 possibility ^[1] - 25:1 possible ^[1] - 53:14 possibly ^[1] - 22:15 potential ^[2] - 35:1, 67:23 practical ^[1] - 66:1 practically ^[1] - 54:5 practitioners ^[1] - 54:18 pre ^[2] - 10:1, 23:3 pre-trial ^[2] - 10:1, 23:3 predated ^[1] - 35:12 prefer ^[1] - 24:9 preliminary ^[1] - 6:7 prepared ^[1] - 23:19 preponderance ^[2] - 31:8, 46:13 prescribed ^[1] - 11:4 present ^[4] - 15:16, 15:17, 25:18, 73:8 presented ^[2] - 30:9, 71:22 pressure ^[1] - 33:17 pretty ^[1] - 33:11 prevent ^[1] - 70:10 previously ^[2] - 9:23, 46:22 price ^[5] - 6:11, 41:2, 61:17, 64:8, 64:14 principal ^[1] - 55:18 principles ^[2] - 6:8, 24:21 private ^[1] - 58:15 problem ^[9] - 26:20, 41:7, 50:9, 50:13, 62:11, 62:12, 63:14,	69:21, 71:17 problems ^[7] - 21:20, 42:12, 50:17, 55:11, 56:22, 57:21, 58:19 procedure ^[2] - 11:2, 11:3 proceeding ^[1] - 54:3 proceedings ^[3] - 72:20, 73:10, 73:14 PROCEEDINGS ^[1] - 1:17 process ^[10] - 5:9, 5:10, 5:19, 6:4, 6:5, 6:19, 8:4, 10:9, 15:14 produce ^[3] - 10:20, 37:2, 37:3 produced ^[10] - 4:9, 7:8, 7:11, 8:5, 9:22, 10:15, 10:17, 20:22, 31:3, 49:20 production ^[2] - 37:1, 37:2 professional ^[3] - 16:12, 32:12, 58:22 professionals ^[3] - 22:2, 25:24, 58:23 proof ^[1] - 35:19 Property ^[7] - 13:11, 13:15, 15:15, 15:18, 16:3, 54:10, 54:14 property ^[28] - 6:8, 16:6, 16:24, 28:21, 29:7, 30:3, 30:16, 31:12, 31:13, 38:14, 38:19, 40:9, 43:18, 49:6, 49:18, 50:24, 51:4, 51:11, 52:18, 53:12, 53:21, 54:8, 54:16, 54:23, 55:2, 58:20, 59:7, 68:2 proposition ^[1] - 55:22 prospective ^[2] - 37:4, 56:6 protect ^[3] - 44:17, 56:7, 56:15 prove ^[3] - 9:24, 36:19, 50:12 proves ^[2] - 31:9, 32:6 provide ^[5] - 26:4, 54:9, 60:18, 61:2, 72:4 provided ^[5] - 9:23, 19:7, 30:21, 30:22, 61:15 provides ^[1] - 52:8 provision ^[1] - 55:4 provisions ^[3] - 52:2, 60:21, 66:17 proximate ^[4] - 40:5,
---	--	---	---	---

<p>50:8, 50:15, 67:2 public [2] - 26:5, 68:10 punching [1] - 50:14 pure [1] - 51:18 purposes [1] - 54:15 pursuant [1] - 49:19 pursue [1] - 59:24 pursued [2] - 47:7, 56:13 put [7] - 8:22, 10:1, 29:21, 36:18, 43:16, 44:3, 58:7 putting [2] - 8:6, 64:24</p>	<p>70:18 realty [1] - 56:4 reason [5] - 13:4, 26:13, 33:20, 37:14, 66:1 reasonable [10] - 40:21, 46:8, 48:15, 55:23, 56:6, 58:6, 70:9, 70:10, 70:12, 70:13 reasonableness [1] - 49:9 reasonably [2] - 27:13, 70:16 rebuttal [4] - 23:17, 23:18, 40:1, 40:2 receipt [1] - 54:13 receive [4] - 6:6, 9:11, 33:7, 34:5 received [7] - 9:21, 14:18, 33:1, 33:6, 33:21, 37:4, 37:12 recess [1] - 25:14 recognize [1] - 13:4 recollection [1] - 21:19 record [2] - 30:8, 36:18 recorded [2] - 20:19, 20:20 recover [1] - 40:5 RECROSS [1] - 3:3 red [1] - 39:19 redesignated [1] - 23:12 REDIRECT [1] - 3:3 refer [1] - 51:18 reference [2] - 37:18, 54:11 referred [1] - 24:16 referring [4] - 21:11, 52:5, 55:20, 58:18 regard [3] - 52:3, 56:10, 57:23 regarding [5] - 52:14, 52:16, 56:3, 58:12, 58:14 relate [1] - 49:13 related [9] - 29:16, 33:10, 46:23, 47:9, 47:21, 50:14, 57:15, 64:22, 65:6 relates [1] - 64:14 relating [2] - 16:6, 52:8 relative [1] - 8:22 release [5] - 16:5, 21:12, 56:24, 59:8, 60:10 Release [5] - 13:12, 13:16, 15:19, 16:4,</p>	<p>56:24 releases [2] - 21:8, 62:15 relevant [2] - 8:10, 52:12 relieves [1] - 56:5 relinquishment [1] - 68:17 rely [1] - 27:5 remain [1] - 47:15 remaining [3] - 30:12, 38:15, 48:4 remains [1] - 66:20 remedy [4] - 41:9, 50:22, 51:3, 67:8 remember [2] - 31:13, 67:19 remodel [1] - 51:11 remodeling [1] - 50:24 renamed [1] - 23:5 RENO [2] - 1:20, 4:1 Reno [4] - 2:6, 2:11, 4:17, 73:15 repair [2] - 15:20, 34:18 Repairs [2] - 33:2, 33:6 repairs [5] - 15:24, 33:15, 34:5, 47:9, 60:12 repeated [1] - 27:16 repeatedly [1] - 51:16 replaced [1] - 67:14 Report [2] - 57:12, 60:16 report [5] - 20:8, 21:4, 57:8, 70:3, 71:15 Reporter [1] - 73:5 reports [4] - 11:12, 12:5, 59:18, 59:19 represent [4] - 27:17, 28:3, 48:14, 52:23 representation [1] - 52:14 representations [1] - 52:16 representing [1] - 53:3 request [8] - 37:1, 37:2, 41:17, 41:23, 44:14, 44:15, 46:1, 57:7 requesting [2] - 9:4, 47:10 required [13] - 6:1, 6:2, 14:1, 16:1, 30:1, 33:8, 39:16, 43:14, 43:22, 44:16, 55:21, 58:1, 58:18 Required [2] - 33:1, 33:6</p>	<p>requirement [2] - 40:16, 68:5 requirements [8] - 26:2, 28:20, 28:22, 29:1, 29:8, 29:10, 42:18, 65:15 residence [3] - 29:13, 39:12, 51:4 residential [6] - 28:12, 28:14, 29:6, 38:20, 51:6, 56:4 respect [1] - 49:24 response [1] - 37:7 responses [3] - 32:19, 37:9, 37:20 responsibilities [4] - 48:14, 55:18, 59:14, 62:6 responsibility [4] - 38:8, 47:14, 57:18, 57:19 responsible [7] - 36:16, 53:18, 57:20, 59:24, 60:6, 60:8, 66:4 rest [1] - 23:15 result [2] - 9:3, 40:6 resulted [1] - 50:2 resulting [2] - 49:6, 54:3 results [1] - 51:1 retain [1] - 54:20 return [2] - 33:17, 54:12 reverse [3] - 33:18, 34:14, 34:19 reviewed [2] - 12:9, 64:13 revised [1] - 23:3 Reynolds [2] - 6:16, 37:4 REYNOLDS [1] - 1:13 Reynoldses [7] - 15:12, 15:22, 15:23, 17:4, 18:22, 30:21, 35:12 rights [1] - 46:7 road [1] - 43:3 Ron [6] - 29:24, 39:10, 39:13, 42:14, 43:7, 67:23 roof [1] - 54:19 room [1] - 60:23 rounded [1] - 41:16 rules [1] - 8:11</p>	<p>sanctions [1] - 8:18 sat [1] - 66:11 satisfied [1] - 16:15 saw [7] - 8:4, 31:2, 36:14, 61:16, 63:19, 63:21, 63:23 scenario [1] - 63:7 scroll [1] - 50:19 Sean [1] - 44:19 search [1] - 6:7 seated [1] - 25:15 Second [1] - 73:5 second [8] - 18:3, 23:1, 29:22, 30:15, 31:17, 39:4, 51:3, 53:4 SECOND [1] - 1:6 section [2] - 8:13, 28:23 see [6] - 6:7, 15:3, 20:24, 32:3, 60:7, 66:1 seeing [1] - 32:11 seek [1] - 55:13 seeking [1] - 50:16 selected [1] - 9:18 seller [23] - 15:19, 15:24, 24:19, 33:14, 34:17, 46:19, 46:22, 47:8, 47:12, 47:22, 48:8, 52:13, 52:16, 54:1, 54:8, 54:13, 54:24, 55:6, 55:9, 58:3, 58:18, 60:9, 64:24 seller's [5] - 24:18, 48:9, 54:4, 58:4, 58:20 Seller's [1] - 54:14 sellers [10] - 30:21, 48:6, 54:8, 56:13, 57:20, 58:21, 59:18, 59:23, 60:3, 60:5 Sellers [1] - 54:10 senior [1] - 5:1 sense [2] - 67:12, 67:17 sent [4] - 31:21, 32:1, 64:11, 64:15 separate [2] - 38:19, 39:15 September [4] - 29:4, 30:18, 31:10, 37:5 septic [27] - 20:8, 29:21, 29:22, 37:21, 37:24, 38:13, 38:18, 39:21, 40:13, 42:12, 42:16, 43:5, 57:5, 57:6, 57:15, 57:23, 58:12, 58:15, 58:18, 59:2, 59:4, 70:3,</p>
Q				
<p>quarters [4] - 39:5, 42:17, 42:20, 42:22 questions [7] - 11:15, 11:20, 12:23, 22:3, 22:5, 37:21, 37:24 quickly [1] - 50:19 quite [1] - 34:7 quoting [1] - 56:20</p>				
R				
<p>raise [2] - 33:16, 35:18 raised [3] - 33:11, 57:16, 60:19 rather [2] - 11:16, 11:19 read [9] - 19:22, 24:20, 33:3, 55:9, 60:17, 68:2, 68:3, 68:4, 68:11 reading [1] - 56:1 ready [3] - 4:4, 24:10, 25:16 Real [3] - 5:22, 54:10, 54:14 real [11] - 6:2, 16:11, 22:1, 26:8, 26:12, 27:13, 28:3, 54:8, 58:16, 58:20, 59:3 realized [1] - 8:7 really [4] - 11:7, 34:10, 41:8, 50:22 realtor [23] - 30:11, 32:13, 36:3, 38:16, 44:9, 46:20, 48:10, 48:11, 61:23, 61:24, 63:2, 63:15, 64:8, 66:19, 68:7, 68:24, 69:1, 69:2, 70:20, 71:23, 71:24 realtors [14] - 25:23, 26:13, 27:5, 27:8, 38:12, 38:23, 41:21, 46:24, 47:15, 60:2, 65:1, 66:13, 68:14,</p>				
S				
<p>sale [1] - 39:5 sales [1] - 6:11 sanction [1] - 11:15</p>				

70:15, 71:13, 71:14, 71:16 Septic [1] - 57:9 served [1] - 9:4 Service [5] - 19:5, 19:6, 57:10, 58:10 service [2] - 53:11, 53:16 set [3] - 8:12, 32:14, 58:15 sets [2] - 61:11, 62:23 settled [2] - 35:19, 48:7 settlement [3] - 45:5, 48:7 settlements [2] - 46:17 several [3] - 27:16, 47:21, 47:23 sewer [2] - 39:14, 70:21 shall [3] - 53:18, 53:20, 54:12 sheet [1] - 56:18 sheets [1] - 53:12 Sherrie [4] - 38:11, 39:22, 69:3, 70:1 short [2] - 24:10, 26:18 Shorthand [1] - 73:4 show [9] - 7:13, 7:21, 17:4, 19:8, 38:3, 38:22, 43:22, 44:2 showed [2] - 38:6, 71:15 showing [3] - 10:21, 19:20, 52:11 shown [12] - 19:21, 26:5, 28:8, 43:2, 43:6, 44:4, 44:11, 45:1, 45:12, 45:23, 46:12, 64:6 shows [10] - 27:1, 30:8, 30:18, 30:20, 31:12, 32:4, 56:16, 57:6, 65:20, 71:22 side [3] - 8:8, 35:1, 48:18 sign [4] - 6:13, 15:23, 62:15, 65:2 signature [3] - 13:21, 13:23, 19:23 signatures [3] - 19:14, 57:13, 59:7 signed [19] - 7:1, 11:13, 11:24, 12:2, 13:24, 15:21, 16:1, 17:3, 17:6, 18:22, 18:23, 19:2, 19:22, 36:5, 37:10, 58:10, 58:13, 60:14, 60:16	signing [2] - 7:1, 21:8 simple [2] - 6:14, 30:14 simplistic [1] - 6:6 simply [3] - 8:21, 31:2, 56:18 single [2] - 29:6, 38:20 sit [1] - 48:23 situation [1] - 66:21 situations [1] - 48:1 size [11] - 28:13, 30:18, 42:21, 52:17, 57:5, 57:8, 57:15, 57:23, 61:7, 61:9, 71:18 sizes [1] - 61:12 skip [3] - 52:15, 58:5, 59:1 small [1] - 38:14 smaller [2] - 64:5, 67:4 smoke [1] - 49:4 solve [2] - 67:10, 69:23 someone [1] - 50:12 sorry [8] - 11:18, 15:8, 16:2, 17:1, 31:19, 55:8, 56:7, 60:4 sought [1] - 63:2 source [1] - 31:17 space [1] - 30:17 special [1] - 58:16 specialty [1] - 54:18 specific [2] - 12:6, 27:20 specifically [3] - 36:7, 42:4, 59:22 speculation [2] - 14:14, 51:18 spend [2] - 29:23, 41:12 spent [5] - 45:2, 45:20, 67:9, 67:10, 67:18 spoken [1] - 15:13 Spring [1] - 4:17 square [42] - 28:16, 28:17, 28:18, 30:16, 30:19, 31:16, 32:8, 32:11, 32:14, 40:11, 41:1, 41:3, 41:4, 41:9, 41:10, 41:14, 41:18, 42:8, 42:19, 42:22, 49:5, 49:7, 49:15, 49:17, 49:19, 50:1, 50:3, 50:5, 52:9, 52:12, 52:17, 61:7, 62:17, 62:19, 62:21, 63:2, 63:3, 65:14, 67:3, 67:7, 71:11	SRPD [2] - 59:17, 68:4 stamp [1] - 31:21 stand [11] - 26:11, 27:16, 27:22, 31:1, 32:18, 34:13, 34:16, 35:3, 37:19, 38:11, 69:5 stars [1] - 40:20 start [7] - 6:7, 6:20, 17:18, 23:22, 24:5, 32:23, 52:21 started [2] - 46:16, 53:8 State [1] - 73:6 STATE [2] - 1:7, 73:1 state [2] - 4:15, 5:22 statement [7] - 10:1, 10:21, 23:7, 25:22, 30:4, 70:8 statements [3] - 8:17, 32:18, 54:4 states [1] - 33:5 status [5] - 53:1, 53:4, 53:6, 55:2, 60:8 statute [9] - 27:12, 28:1, 28:2, 56:8, 56:9, 58:3, 62:7, 63:6, 66:17 statutes [3] - 27:20, 57:2, 60:18 statutory [7] - 27:8, 46:7, 46:23, 47:19, 47:22, 55:23, 68:5 stem [1] - 72:1 stenotype [2] - 73:9, 73:13 steps [2] - 30:1, 56:14 still [2] - 8:2, 68:14 stood [1] - 29:7 storage [1] - 51:6 stretch [1] - 34:8 stretching [1] - 34:9 strongly [1] - 58:23 struck [1] - 50:12 structure [2] - 28:12, 28:14 structures [1] - 30:2 stuff [1] - 43:23 subject [1] - 11:10 submission [1] - 72:4 submit [5] - 41:12, 49:9, 52:5, 56:16, 61:3 submitted [1] - 24:23 submitting [1] - 24:24 subpoena [6] - 7:2, 9:4, 9:6, 9:9, 9:11, 9:15 subpoenaed [1] - 6:23 substitute [2] - 54:16, 58:21	suburban [3] - 28:10, 29:2, 38:20 successfully [1] - 20:17 sue [1] - 35:17 sued [6] - 30:11, 30:12, 65:22, 66:13, 66:19, 66:22 suffered [2] - 40:14, 47:2 summer [2] - 45:6, 45:7 sun [1] - 40:20 supply [1] - 13:17 supplying [1] - 69:20 support [1] - 25:2 supported [2] - 45:21, 51:22 Supreme [1] - 24:18 surprise [1] - 10:24 surprising [1] - 61:8 survey [2] - 43:14, 43:16 surveys [1] - 29:20 sustained [1] - 15:10 sworn [1] - 4:10 system [17] - 20:8, 34:14, 37:21, 37:24, 38:13, 38:18, 39:21, 40:13, 42:12, 44:3, 57:19, 58:12, 58:15, 58:22, 59:4, 59:9, 70:15 systems [6] - 33:18, 34:20, 58:17, 58:18, 58:19, 59:2	testimony [10] - 32:24, 35:7, 36:21, 38:15, 40:1, 40:3, 46:10, 49:9, 51:13, 66:8 tests [1] - 19:20 THE [165] - 1:6, 1:7, 1:8, 4:3, 5:15, 7:4, 7:8, 7:12, 7:21, 7:24, 8:11, 9:1, 9:9, 10:11, 10:14, 10:16, 10:19, 11:1, 11:14, 11:19, 12:12, 12:17, 12:18, 12:21, 12:24, 13:7, 14:5, 14:9, 14:16, 15:1, 15:4, 15:6, 15:9, 16:8, 16:10, 16:16, 16:18, 16:19, 17:16, 17:18, 17:23, 18:2, 18:5, 18:8, 18:12, 18:16, 19:11, 19:13, 19:16, 19:17, 19:18, 20:5, 20:7, 20:11, 20:15, 21:13, 21:15, 22:7, 22:9, 22:10, 22:19, 22:24, 23:5, 23:10, 23:14, 23:16, 23:19, 23:24, 24:4, 24:7, 24:11, 24:20, 25:4, 25:7, 25:8, 25:10, 25:13, 25:15, 25:20, 26:22, 27:3, 33:8, 33:12, 33:22, 33:24, 34:2, 35:8, 35:22, 36:1, 36:5, 36:14, 39:1, 39:4, 39:8, 39:11, 39:17, 41:19, 42:3, 42:6, 42:9, 45:3, 45:7, 46:8, 46:10, 46:16, 47:1, 47:5, 47:11, 48:5, 48:9, 48:12, 48:19, 48:22, 49:1, 55:6, 55:9, 55:13, 55:17, 60:2, 60:5, 61:5, 61:10, 61:19, 61:22, 62:6, 62:10, 62:14, 62:23, 63:7, 63:13, 63:16, 63:18, 63:21, 64:1, 64:4, 64:9, 64:16, 64:21, 64:23, 65:4, 65:7, 65:9, 65:12, 65:16, 65:21, 65:24, 66:9, 66:14, 66:21, 66:24, 67:7, 67:21, 69:12, 69:23, 70:5, 70:7, 70:21, 70:24, 71:2, 71:19, 72:3, 72:8, 72:11, 72:15 themselves [3] - 36:8, 44:17, 56:15 thereafter [2] - 45:7,
T				
tab [2] - 7:17 tank [10] - 33:17, 38:21, 57:7, 57:8, 57:9, 57:23, 69:17, 69:19, 69:21, 70:24 tanks [1] - 44:3 tear [1] - 67:24 tecum [2] - 9:10, 9:12 ten [2] - 4:23, 24:3 tens [3] - 26:19, 40:18, 41:13 term [1] - 52:5 test [1] - 44:5 testified [15] - 4:11, 9:14, 28:24, 29:9, 29:24, 32:24, 34:12, 34:13, 38:11, 39:13, 44:6, 61:15, 67:9, 69:3, 70:1 testify [3] - 5:12, 23:12, 36:3 testifying [1] - 27:15				

73:10 they've ^[1] - 8:8 thinking ^[1] - 61:20 third ^[3] - 28:20, 31:19, 38:10 thorough ^[1] - 58:22 thousand ^[4] - 38:21, 47:6, 67:10, 69:19 thousands ^[4] - 26:20, 40:18, 41:12, 41:13 three ^[7] - 16:19, 28:5, 30:2, 32:24, 37:3, 37:14, 38:19 through's ^[1] - 15:16 throughout ^[1] - 38:5 thumbs ^[1] - 66:11 Thursday ^[4] - 7:21, 7:23, 10:1, 10:6 tie ^[1] - 70:21 timeframes ^[1] - 6:11 Title ^[1] - 4:20 title ^[5] - 4:24, 6:7, 16:2, 16:3, 56:23 today ^[10] - 5:9, 6:22, 12:5, 22:13, 24:22, 32:17, 36:2, 36:9, 38:9, 49:20 together ^[2] - 8:3, 8:7 toilet ^[1] - 39:12 took ^[5] - 18:21, 20:24, 44:21, 56:14, 73:9 tort ^[1] - 47:20 total ^[1] - 30:17 totals ^[1] - 44:7 towards ^[1] - 27:24 training ^[1] - 58:16 transaction ^[14] - 6:14, 26:8, 26:15, 26:16, 26:17, 26:21, 27:9, 27:17, 28:2, 28:3, 32:5, 32:8, 54:2, 54:22 transactions ^[2] - 26:12, 27:13 transcribed ^[1] - 73:10 TRANSCRIPT ^[1] - 1:17 transcript ^[2] - 72:12, 73:12 transcription ^[1] - 73:13 trial ^[10] - 8:14, 8:17, 10:1, 10:21, 14:5, 22:12, 23:3, 23:7, 45:14 TRIAL ^[1] - 1:18 trick ^[1] - 51:9 tripled ^[1] - 47:2 Truck ^[4] - 19:4, 19:5, 19:6, 58:10	true ^[7] - 30:18, 31:3, 36:18, 47:21, 49:11, 52:24, 73:13 truth ^[6] - 34:9, 34:10, 34:24, 35:20, 35:23, 36:10 truthfulness ^[1] - 34:3 try ^[5] - 12:22, 13:5, 26:20, 33:21, 44:17 trying ^[4] - 8:2, 11:8, 32:21, 67:10 turned ^[1] - 29:19 two ^[17] - 16:17, 20:9, 22:18, 22:20, 29:14, 29:16, 31:5, 37:13, 41:16, 44:3, 49:12, 54:8, 59:17, 59:22, 71:3, 71:5 two-and-a-half ^[1] - 37:13 typewriting ^[1] - 73:11 typical ^[1] - 14:22	19:5, 58:10 valuation ^[1] - 50:2 value ^[4] - 50:24, 51:1, 51:12, 67:11 valve ^[1] - 33:18 variance ^[5] - 30:2, 41:13, 42:14, 42:15, 42:16 various ^[2] - 31:20, 32:17 verifying ^[1] - 53:18 versus ^[3] - 24:16, 51:24, 52:1 via ^[1] - 9:14 vindicate ^[1] - 46:7 violated ^[2] - 29:7, 44:9 violation ^[6] - 28:19, 28:21, 29:11, 29:12, 30:8, 42:17 violations ^[1] - 71:10 VOLUME ^[1] - 1:18 voluntary ^[1] - 68:17 vs ^[1] - 1:12	21:5, 21:6, 57:9, 57:11, 58:10, 69:18, 71:2 WEDNESDAY ^[2] - 1:19, 4:1 weeks ^[2] - 70:3, 70:5 whole ^[2] - 53:5, 67:16 willing ^[1] - 34:17 wipe ^[1] - 67:21 withdrawn ^[2] - 23:2, 23:11 witness ^[6] - 4:9, 9:4, 22:6, 22:23, 34:3, 38:2 WITNESS ^[9] - 12:12, 12:17, 14:16, 15:4, 16:10, 19:13, 19:17, 21:15, 22:10 witnesses ^[4] - 8:6, 22:13, 22:14, 23:14 WITNESSES ^[1] - 3:3 word ^[2] - 57:13, 60:13 wordily ^[1] - 55:22 words ^[2] - 50:11, 56:20 worried ^[2] - 10:8, 67:22 writing ^[1] - 14:21 written ^[3] - 52:15, 54:9
	U	W	Y
unbelievable ^[1] - 51:2 uncommon ^[1] - 53:14 uncovered ^[1] - 53:6 under ^[16] - 27:10, 27:12, 27:18, 27:19, 27:20, 28:1, 37:10, 40:4, 57:13, 60:16, 63:6, 68:12, 70:2, 72:4 underground ^[1] - 71:14 understood ^[1] - 29:1 Uniform ^[1] - 60:15 unit ^[3] - 35:10, 39:4, 62:24 units ^[1] - 38:19 unknown ^[2] - 55:21, 58:1 unless ^[3] - 15:20, 31:6, 59:9 unpermitted ^[1] - 43:24 unreasonable ^[1] - 40:19 up ^[17] - 7:21, 8:12, 18:6, 21:20, 24:23, 24:24, 25:1, 25:11, 26:12, 35:15, 39:1, 39:11, 41:16, 44:24, 55:17, 65:9, 67:13 urged ^[2] - 54:20, 58:23	wait ^[1] - 6:11 waive ^[2] - 65:6, 68:20 waived ^[6] - 49:19, 49:22, 56:23, 57:16, 68:5, 71:6 waiver ^[6] - 57:1, 60:13, 65:5, 68:12, 68:16 waivers ^[1] - 62:15 walk ^[13] - 12:8, 12:13, 13:2, 13:24, 15:16, 26:7, 56:17, 57:22, 59:5, 59:7, 60:10, 71:6, 71:8 Walk ^[5] - 13:11, 13:15, 15:15, 15:18, 16:3 walked ^[1] - 71:9 wall ^[1] - 51:4 walls ^[1] - 52:23 warrant ^[2] - 54:23, 57:20 warranted ^[1] - 53:12 warranties ^[2] - 59:8, 60:13 warranty ^[1] - 56:3 Washoe ^[4] - 28:22, 42:14, 43:12, 73:6 WASHOE ^[2] - 1:7, 73:2 water ^[4] - 19:4, 20:7, 21:3, 44:5 waters ^[2] - 19:4, 21:3 Waters ^[9] - 19:5,	year ^[4] - 31:4, 45:2, 68:1, 68:21 years ^[6] - 4:23, 5:4, 5:6, 29:16, 29:17, 31:5 yesterday ^[5] - 12:10, 22:12, 22:22, 32:24, 34:13	
	V		Z
Vacuum ^[4] - 19:4,			zone ^[3] - 49:8, 62:11, 62:12 zoned ^[1] - 38:20 zoning ^[19] - 26:1, 28:8, 28:9, 28:20, 28:22, 29:1, 29:3, 29:8, 29:10, 29:16, 30:8, 40:9, 42:11, 42:18, 51:8, 51:24, 52:1, 65:15, 71:10

Code No. 4185

IN THE SECOND JUDICIAL DISTRICT COURT
OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE
THE HONORABLE JEROME M. POLAHA, DISTRICT JUDGE

-oOo-

JOHN LINDBERG,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CV15-00281
)	
)	
HARRY REYNOLDS,)	Dept. No. 3
)	
Defendant.)	
_____)	

TRANSCRIPT OF PROCEEDINGS
MOTION TO AMEND JUDGMENT
WEDNESDAY, JANUARY 9TH, 2019; 9:30 A.M.
RENO, NEVADA

Joan Dotson, NV CSR #102

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

A P P E A R A N C E S

For the Plaintiff: JOHN MOORE
Attorney at Law
Reno, Nevada

For the Defendant: GLADE HALL
Attorney at Law
Reno, Nevada

1 WEDNESDAY, JANUARY 9TH, 2019; RENO, NEVADA

2 -oOo-

3 THE COURT: Good morning. Be seated please.
4 This is CV15-00281, Lindberg versus Reynolds and Johnson.
5 Okay. This was set because of the order I made on
6 December the 5th granting an amendment to the filings.
7 And the question before the court at this time is what
8 was the amounts of the settlement of the other defendants
9 so that we can deduct from the damages that were awarded.

10 So, counsel, what do we have?

11 MR. MOORE: Your Honor, John Moore on behalf
12 of the plaintiffs. Was the court going to entertain any
13 argument?

14 THE COURT: Just the figures and subtraction
15 basically.

16 MR. MOORE: Okay. The amount of settlement
17 was a settlement of \$50,000 with Harry Reynolds and Deann
18 Reynolds.

19 THE COURT: They are the --

20 MR. MOORE: Seller.

21 THE COURT: Sellers. Now, they had a
22 nondisclosure bases, right?

23 MR. MOORE: Yes, for the -- the settlement was
24 confidential, your Honor.

1 THE COURT: All right.

2 MR. MOORE: And I don't believe that the other
3 settlement was. I'm not certain.

4 THE COURT: And what was that?

5 MR. MOORE: \$7,500 with the other broker, your
6 Honor: Ken Amundson and Brian Kincannon.

7 THE COURT: Now, the \$50,000, that
8 contemplated the treble damages for the nondisclosure,
9 right?

10 MR. MOORE: Certainly, your Honor.

11 THE COURT: So that \$15,000 would be the base
12 on that, right?

13 MR. MOORE: So \$15,000 -- for the treble
14 damages, your Honor.

15 THE COURT: Yes. One-third of 50.

16 MR. MOORE: It is a little more than that. If
17 I may, your Honor, may I just outline?

18 THE COURT: Sure.

19 MR. MOORE: What we had is the -- the claims
20 we would have proceeded with against -- may I, your
21 Honor?

22 THE COURT: Sure.

23 MR. MOORE: And I did want to clarify the
24 amount of the judgment. I believe that the court was

1 using a \$75,000 amount. But the court did award
2 interest, pre-judgment interest, as well. So I just
3 wanted to put those numbers up, if I could.

4 THE COURT: That will confuse it. Let's stick
5 with the -- I guess that has to work into it at this
6 point in time. Go ahead.

7 MR. MOORE: The amount of judgment for costs
8 to repair the septic and to obtain a variance to have a
9 larger septic is \$27,663.95. And the amount of
10 attorney's fees awarded as damages by statute is
11 \$48,116.75.

12 And the judgment then -- when the judgment
13 was entered by the court, the court awarded prejudgment
14 interest in the amount of \$19,121.48, for a total of
15 \$94,902.18.

16 That's the total amount of the judgment
17 entered by the court. And it does carry post-judgment
18 interest at a specified rate. And I imagine, if the
19 court does reduce the amount, that we would probably have
20 a reduced amount of post-judgment interest. And so we'll
21 deal with that, if we need to.

22 But against the seller, your Honor, and --
23 here in this case we did bring a claim against multiple
24 defendants and against the seller. The claim against the

1 seller was based in statute NRS 113.150 which allows
2 for -- if the seller does not disclose damages, does not
3 disclose a known defect in the seller disclosure form,
4 the seller potentially could be responsible for triple
5 damages.

6 So in this case we proceeded against the
7 seller on the same facts here. And there had been an
8 award of \$27,663.95 for the fix. By statute that would
9 be tripled to an amount of \$82,991.85.

10 The statute also permits for reasonable
11 attorney's fees and costs. So it would include
12 \$48,116.75, the amount awarded by the court. And
13 interest in that situation would have been significantly
14 higher against the seller for an amount of 33,000 --
15 using the same formula we used in the judgment that the
16 court had entered -- \$33,084.24, for a total judgment
17 against the seller of \$164,192.84.

18 And the significant issue with this statute
19 is that this is only something that the seller would have
20 had to have responded to, the tripling of the damages,
21 which is why we -- respectfully disagree with the court
22 that this is the same injury.

23 When it comes to --

24 THE COURT: Well, the trebles are based on the

1 amount of injury and the amount of injury is the \$27,663.

2 But that's the finding of this court after
3 trial.

4 Now, you settled with them so they -- that
5 took away their advantage under the statute. I'm not
6 concerned with that. But I'm concerned with the \$27,000
7 as part of the contribution.

8 MR. MOORE: Okay. And from that perspective,
9 your Honor, if we are going from with respect to this
10 statute, the trebling of damages for the \$50,000 -- I
11 think you were getting to this earlier -- that full
12 \$50,000 shouldn't be credited towards this -- these
13 remaining defendants.

14 THE COURT: No, it doesn't.

15 MR. MOORE: If anything, it should be --

16 THE COURT: \$16,000.

17 MR. MOORE: A third of that.

18 THE COURT: 16 -- \$16,650.

19 MR. MOORE: Okay. So, your Honor, under the
20 scenario with the judgment in the amount of \$94,902.18,
21 you subtract from that the \$7,500 paid by the other
22 realtor, and I tend to agree, your Honor; the other
23 realtor the liability is based on the same statute. So I
24 would tend to agree that this should be reduced. And

1 then you take the \$16,000 -- how much was that, your
2 Honor?

3 THE COURT: \$16,650.

4 MR. MOORE: \$16,650, I don't have my
5 calculator --

6 THE COURT: We have \$16,650, plus \$7,500.
7 Plus --

8 MR. MOORE: It is a minus.

9 THE COURT: And the \$94,000 is what?

10 MR. MOORE: \$94,902.18.

11 THE COURT: \$33,640.

12 MR. MOORE: Well --

13 THE COURT: That can't be right.

14 MR. MOORE: Yes. \$94,902.18 minus about
15 \$24,150.

16 THE COURT: But again the \$94,000 is coming
17 from what?

18 MR. MOORE: The judgment. The court entered a
19 judgment in this case against the remaining defendants
20 for 94,000 --

21 THE COURT: That's including the pre-interest.

22 MR. MOORE: Yes. That's prejudgment interest,
23 attorney's fees, awarded as damages and damages
24 associated with the septic tank and the variance.

1 THE COURT: Finish that up. Finish -- here,
2 use this.

3 MR. MOORE: Thank you, your Honor.

4 THE COURT: Make sure you punch each one
5 because they miss.

6 MR. MOORE: I will.

7 THE COURT: Wait a minute. That \$94,000 that
8 is Plaintiff's damages. The attorney's fees proven at
9 trial. And the prejudgment interest, right?

10 MR. MOORE: Correct.

11 THE COURT: Okay. But the attorney's fees are
12 already established. The going to trial and the -- the
13 testimony that came in established that amount. So
14 that's sacrosanct, so to speak. We can't touch that.

15 The prejudgment interest we have to take into
16 consideration. And the \$27,000 as the bases for the --
17 damages were established at trial.

18 MR. MOORE: Correct.

19 THE COURT: Is the starting point. So you are
20 looking at something like, what, \$3,000.

21 MR. MOORE: For what, your Honor?

22 THE COURT: Being the difference between
23 the -- what the other parties contributed and what was
24 remaining at the time of -- well, that the defendants

1 would have owed had they all gotten together and said hey
2 here and contributed.

3 MR. MOORE: Our contention is that from the
4 judgment -- at best -- we don't believe this is the same
5 injury because of what's been outlined here. This
6 \$164,000 would not have been owed by the remaining
7 defendants. It would be a different amount.

8 And it is just -- from our perspective it is
9 respectfully not the same injury by statute under the --
10 statutes that govern for the realtor.

11 THE COURT: And I agree with that. The
12 \$113,150 is a nondisclosure aspect. But the starting
13 point for the treble is the \$27,000.

14 So that's what will --

15 MR. MOORE: And that's what gets us to this
16 \$82,000, if you treble that amount.

17 So from the judgment entered by the court, we
18 would -- we would agree the \$7,500 settlement from the
19 other realtor should be deducted. But we don't believe
20 the \$50,000 with the other defendants should be deducted.

21 THE COURT: I agree with that.

22 MR. MOORE: If you deduct these two amounts
23 you are looking at \$70,752.18.

24 THE COURT: Okay. But I do disagree with

1 that.

2 MR. MOORE: Okay.

3 THE COURT: Okay. Because, again, when you
4 net it out, the -- based on the settling amounts of the
5 other two defendants, what was left of the damage that
6 the plaintiff established was approximately \$3,000.

7 MR. MOORE: I don't -- oh, of the \$27,000?

8 THE COURT: Right. I have \$27,000.

9 MR. MOORE: Oh, oh, oh, okay. So you reduce
10 that to three. But then you add the \$48,000 for the --

11 THE COURT: No problem with that.

12 And then the -- the \$48,000, that's 51.

13 MR. MOORE: And then --

14 THE COURT: Pre-trial interest is reduced
15 proportionately.

16 MR. MOORE: Okay.

17 THE COURT: Instead of the large amount. Now
18 it is a smaller amount that's gathering the interest.

19 MR. MOORE: And then, your Honor, but what --
20 where you are going with that is you add the -- you take
21 this amount and you subtract it from the \$27,000.

22 THE COURT: Yes. Yes.

23 MR. MOORE: Which leaves -- correct, \$3,000 or
24 \$4,000 and then you add the \$48,000 found to be damages

1 associated.

2 THE COURT: Because you had to get the
3 attorney's fees to get where we are.

4 MR. MOORE: Right. And then the court would
5 reduce the interest based on the \$50,000 total.

6 THE COURT: Based on the \$50,000 rather than
7 the \$94,000.

8 MR. MOORE: I understand. I was confused with
9 that until now, your Honor.

10 We do still contend though that this should
11 be the amount of the judgment. If the court finds it
12 should be something closer to \$50,000 plus interest, we
13 understand that as well.

14 Under those circumstances the judgment far
15 exceeds the \$5,000 offer of judgment made.

16 THE COURT: I'm not concerned with the offer
17 argument. I discounted that.

18 MR. MOORE: So, your Honor, we would submit to
19 the Court again -- we don't think this is the same
20 injury. But we leave it to the Court's discretion to
21 determine what the amount of the judgment should be.

22 THE COURT: All right. Just for arithmetical
23 purposes, what interest rate were you using?

24 MR. MOORE: Seven percent.

1 THE COURT: Seven from the prejudgment.

2 MR. MOORE: The legal rate.

3 THE COURT: All right.

4 MR. MOORE: Anything else, your Honor?

5 THE COURT: And did you calculate the post --

6 MR. MOORE: We did on the original judgment,
7 the \$94,000 judgment. We calculated that to be about \$14
8 a day.

9 THE COURT: And that's at, what, still at the
10 seven percent?

11 MR. MOORE: Seven percent.

12 THE COURT: So seven percent will be the total
13 amount from the date of the judgment to today.

14 MR. MOORE: Okay.

15 THE COURT: All right. Thank you. Anything
16 else?

17 MR. MOORE: No, your Honor.

18 THE COURT: Mr. Hall, what do you have?

19 MR. HALL: Your Honor, I filed a prehearing
20 statement last evening. Sorry I didn't get it sooner
21 than that.

22 THE COURT: You filed that at six o'clock last
23 night.

24 MR. HALL: Yes. And that summarizes I think

1 most of our argument. But listening to the computations
2 that were made this morning, it appears to me that what
3 we are doing is we are awarding treble damages against
4 these defendants, these remaining defendants; and I don't
5 believe the statute provides for treble damages.

6 THE COURT: How do you arrive at that
7 conclusion?

8 MR. HALL: Just from my reading of the overall
9 statutory authority, your Honor. I'm sorry I don't have
10 it in front of me right now. But I wanted to submit --
11 I'm just hearing this for the first time the arguments
12 that were presented.

13 THE COURT: Okay. But I found that the
14 damages that were caused by the sellers and their agent
15 and your client that impacted the plaintiff had to do
16 with the septic system. And that totaled \$27,000. Yes,
17 \$27,663.95.

18 They settled. What was left is what your
19 client owed. Now, for some reason they were not
20 considered in this case. They were not parties to the
21 case because they dropped out. There was no motion for
22 good-faith settlement as far as I was able to discern
23 from the record.

24 MR. HALL: The settlement was kept

1 confidential actually.

2 THE COURT: I know. But nothing was done
3 to -- and I looked at the affirmative defenses. Nothing
4 was mentioned in that about it.

5 When we had the trial, the attorney's fees
6 that were presented -- there was no objection to that.

7 MR. HALL: No objection to the computation,
8 your Honor.

9 THE COURT: No objection to the fact of
10 whether or not they were reasonable, were they necessary
11 and things like that. So that went to judgment. And the
12 judgment is what it is.

13 \$48,000 in attorney's fees.

14 MR. HALL: I understand. But I have made a
15 motion to amend and so I just want to briefly make my
16 arguments on that.

17 THE COURT: Go ahead.

18 MR. HALL: And I think, simply stated, your
19 Honor, it is that what has been sought here by the
20 plaintiff is attorney's fees as damages.

21 THE COURT: Right. That's how they were
22 alleged.

23 MR. HALL: We would measure damages by how
24 much the plaintiff was injured, not some construct of

1 fees by the other side. Because as a matter of law --

2 THE COURT: That's what we are doing. But to
3 arrive at the final total, sum total, you caused them to
4 go through the process. And that's the way I see it.

5 MR. HALL: But here is what happened. When
6 the offer of judgment was made in November of 2017, the
7 fee bases between the plaintiff and his attorney changed
8 to a contingent fee. And so the contingent fee -- that's
9 what I thought we were going to hear this morning. The
10 contingent fee would be, I'm assuming, one-third of
11 \$27,000. That's what the plaintiff had -- that's the
12 damages that were caused to the plaintiff. The hourly
13 rate is not what the -- what the plaintiff has to pay.

14 THE COURT: That is something that you should
15 have argued when we were presenting that evidence at the
16 trial. I mean, your client is damaged by what it cost to
17 defend her. That's -- if they allege it as part of the
18 cause of action rather than asking the court under
19 statutory remedies for attorney's fees, they have to
20 plead and prove. And they pled and proved without
21 contradiction.

22 MR. HALL: But as matter of law is what I am
23 arguing, your Honor, that that is incorrect.

24 THE COURT: Well, then that's --

1 MR. HALL: That's why I moved to amend --

2 THE COURT: That's the appeal.

3 MR. HALL: -- to correct that. And just so we
4 are understood, my argument is that if the \$27,000 was
5 the recovery of the defendant -- excuse me, the recovery
6 of the plaintiff, his attorney, I assume, would get
7 one-third of that amount because it was on a contingency
8 fee bases.

9 And so that was the actual damages suffered
10 by the plaintiff as attorney's fees damages. And that's
11 what they pled for in the case.

12 And, in addition, I would just like to point
13 out for the court, the defendant -- the plaintiffs in
14 this case were made whole when they got the \$57,000.
15 What was the bases -- what was the reason for continuing
16 the lawsuit in any event?

17 THE COURT: Well, they were entitled to -- had
18 we gone through to trial against the former owners, just
19 their apportionment of their damages was in the treble
20 amount. So we would have to find out how much they were
21 initially damaged times three for the realtor -- I mean
22 for the owners.

23 Okay. And then that's strictly to the
24 owners. And then the other two would be dividing up if

1 there is anything left.

2 MR. HALL: All right. I have made my
3 arguments. Thank you, your Honor.

4 THE COURT: In any event, that's what we'll
5 do.

6 I'll go ahead and amend the judgment and
7 conclude this.

8 MR. MOORE: Thank you, your Honor.

9 MR. HALL: Thank you, your Honor.

10 THE COURT: And thank you, counsel. Why don't
11 we do this, so we don't have to do it around and around
12 and around. You make the calculations, submit it to
13 Mr. Hall. And, once it is agreed upon, submit it to me
14 and I'll sign it.

15 MR. MOORE: I'll do that, your Honor.

16 THE COURT: Thank you, counsel.

17

18

19 (AT this time the foregoing proceedings concluded.)

20

21

22

23

24

1 STATE OF NEVADA)
2 COUNTY OF WASHOE)

3

4 I, Joan Marie Dotson, Certified Shorthand
5 Reporter of the Second Judicial District Court of the
6 State of Nevada, in and for the County of Washoe, do
7 hereby certify:

8 That I was present in Department No. 3 of
9 the above-entitled Court and took stenotype notes of the
10 proceedings entitled herein, and thereafter transcribed
11 the same into typewriting as herein appears;

12 That the foregoing transcript is a full,
13 true and correct transcription of my stenotype notes of
14 said proceedings.

15 DATED: At Reno, Nevada, this 9th of
16 January, 2019.

17

18 /s/ Joan Marie Dotson

19 Joan Marie Dotson, CSR No. 102

20

21

22

23

24