

*R C R A*

**PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION, a Nevada  
non-profit corporation,**

**Appellant,**

**vs.**

**LAURENT HALLIER, an individual;  
PANORAMA TOWERS, LLC, a Nevada  
limited liability company; PANORAMA  
TOWERS I MEZZ, LLC, a Nevada limited  
liability company; and M.J. DEAN  
CONSTRUCTION, INC., a Nevada  
corporation,**

**Respondents.**

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Elizabeth A. Brown  
Clerk of Supreme Court**

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**from the Eighth Judicial District Court, Clark County, Nevada  
The Honorable Susan H. Johnson, District Judge  
District Court Case No. A-16-744146-D**

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<i>Document</i>	<i>Date</i>	<i>Pages</i>	
Chapter 40 Notice	2/24/16	1	1–51
Complaint	9/28/16	1	52–73
Defendant’s Motion to Dismiss Complaint	12/7/16	1	74–85
Plaintiffs’ Opposition to Motion to Dismiss	1/4/17	1–2	86–222
Appendix			
Defendant’s Reply in Support of Motion to Dismiss	1/17/17	2	223–230
Recorder’s Transcript of Proceedings	1/24/17	2	231–260
Order Denying Motion to Dismiss	2/9/17	2	261–262
Answer and Counterclaim	3/1/17	2	263–296
Plaintiffs’ Motion for Summary Judgment	3/20/17	2–4	297–400
Defendant’s Counter-Motion and Plaintiffs’ Motion for Partial Summary Judgment on Their Third Claim for Relief			
Defendant’s Opposition to Motion for Summary Judgment	4/26/17	4	401–439
Plaintiffs’ Reply in Support of Motion for Summary Judgment	5/10/17	4	440–449
Recorder’s Transcript of Proceedings	6/20/17	4	450–496
Findings of Fact, Conclusions of Law, and Order	9/15/17	4	497–516
Defendant’s Motion for Clarification	10/10/17	4	517–546
Plaintiffs’ Opposition to Motion for Clarification	10/27/17	4	547–554
Defendant’s Reply in Support of Motion for Clarification	11/15/17	4	555–560
Recorder’s Transcript of Proceedings	11/21/17	4–5	561–583
Order Denying Motion for Clarification	2/1/18	5	584–585
Recorder’s Transcript of Proceedings	3/15/18	5	586–593
Amended Chapter 40 Notice of Claims	4/5/18	5	594–641
Recorder’s Transcript of Proceedings	4/12/18	5	642–650

<b>Plaintiffs' Motion for Summary Judgment on Defendant's April 5, 2018 Amended Notice of Claims</b>	<b>8/13/18</b>	<b>5–6</b>	<b>651–839</b>
<b>Defendant's Opposition to Motion for Summary Judgment</b>	<b>9/4/18</b>	<b>6–7</b>	<b>840–1077</b>
<b>Plaintiffs' Reply in Support of Motion for Summary Judgment</b>	<b>9/25/18</b>	<b>7</b>	<b>1078–1092</b>
<b>Recorder's Transcript of Proceedings</b>	<b>10/2/18</b>	<b>7</b>	<b>1093–1179</b>
<b>Plaintiffs' Motion for Declaratory Relief Regarding Standing; Appendices I–III.</b>	<b>10/22/18</b>	<b>7–9</b>	<b>1180–1450</b>
<b>Defendant's Opposition to Motion for Declaratory Relief; Countermotions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>11/16/18</b>	<b>9–10</b>	<b>1451–1501</b>
<b>Errata to Defendant's Opposition to Motion for Declaratory Relief and Countermotions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>11/19/18</b>	<b>10</b>	<b>1502–1507</b>
<b>Findings of Fact, Conclusions of Law, and Order</b>	<b>11/30/18</b>	<b>10</b>	<b>1508–1525</b>
<b>Plaintiffs' Motion for Reconsideration of the Motion for Summary Judgment on Defendant's April 5, 2018 Amended Notice of Claims</b>	<b>12/17/18</b>	<b>10–11</b>	<b>1526–1638</b>
<b>Defendant's Opposition to Motion for Reconsideration</b>	<b>1/22/19</b>	<b>11</b>	<b>1639–1659</b>
<b>Plaintiffs' Reply in Support of Motion for Declaratory Relief Regarding Standing and Oppositions to Counter-Motions to Exclude Inadmissible Evidence and for Rule 56(f) Relief; Appendix</b>	<b>1/22/19</b>	<b>11</b>	<b>1660–1856</b>
<b>Defendant's Reply in Support of Counter-Motions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>1/29/19</b>	<b>11</b>	<b>1857–1862</b>

<b>Plaintiffs/Counter-Defendants' Reply in Support of Motion for Reconsideration of their Motion for Summary Judgment on Defendant's April 5, 2018 Amended Notice of Claims</b>	<b>2/4/19</b>	<b>11–12</b>	<b>1863–1908</b>
<b>Errata to: Plaintiffs' Reply in support of Motion for Declaratory Relief Regarding Standing and Oppositions to Defendant's Counter-Motions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>2/5/19</b>	<b>12</b>	<b>1909–1947</b>
<b>Errata to: Plaintiffs/Counter-Defendants' Motion for Declaratory Relief Regarding Standing</b>	<b>2/5/19</b>	<b>12–14</b>	<b>1948–2051</b>
<b>Plaintiffs/Counter-Defendants' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>2/11/19</b>	<b>14</b>	<b>2052–2141</b>
<b>Recorder's Transcript of Proceedings</b>	<b>2/12/19</b>	<b>14</b>	<b>2142–2198</b>
<b>Defendant's Opposition to Motion for Summary Judgment and Conditional Countermotion for Relief Pursuant to NRS 40.695(2)</b>	<b>3/1/19</b>	<b>14</b>	<b>2199–2227</b>
<b>Order Denying Plaintiffs/Counter-Defendants' Motion for Reconsideration of Their Motion for Summary Judgment on Defendant/Counter-Claim's April 5, 2018 Amended Notice of Claims</b>	<b>3/1/19</b>	<b>14</b>	<b>2228–2230</b>
<b>Order Denying Plaintiffs/Counter-Defendants' Motion for Declaratory Relief Regarding Standing</b>	<b>3/1/19</b>	<b>15</b>	<b>2231–2233</b>
<b>Plaintiffs' Reply in Support of Their Motion for Summary Judgment Pursuant to NRS 11.202(1); Opposition to Conditional Countermotion; Appendix</b>	<b>3/15/19</b>	<b>15</b>	<b>2234–2269</b>

<b>Defendant's Reply in Support of Countermotion</b>	<b>3/19/19</b>	<b>15</b>	<b>2270–2316</b>
<b>Recorder's Transcript of Proceedings</b>	<b>4/23/19</b>	<b>15</b>	<b>2317–2376</b>
<b>Findings of Fact, Conclusions of Law and Order</b>	<b>5/23/19</b>	<b>15–16</b>	<b>2377–2395</b>
<b>Notice of Entry of Order</b>	<b>5/28/19</b>	<b>16</b>	<b>2396–2417</b>
<b>Defendant's Motion to Retax and Settle Costs</b>	<b>5/31/19</b>	<b>16</b>	<b>2418–2428</b>
<b>Assembly Bill 421</b>	<b>6/3/19</b>	<b>16</b>	<b>2429–2443</b>
<b>Defendant's Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) or, in the Alternative, Motion to Stay the Court's Order</b>	<b>6/13/19</b>	<b>16</b>	<b>2444–2474</b>
<b>Defendant's Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>6/13/19</b>	<b>16</b>	<b>2475–2505</b>
<b>Plaintiffs' Motion for Attorneys' Fees; Appendices I–II</b>	<b>6/16/19</b>	<b>16–22</b>	<b>2506–3663</b>
<b>Plaintiffs/Counter-Defendants' Opposition to Motion to Retax</b>	<b>6/21/19</b>	<b>22</b>	<b>3664–3733</b>
<b>Plaintiffs/Counter-Defendants' Opposition to Defendant's Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) or, in the alternative, Motion to Stay the Court's Order; Appendix</b>	<b>6/21/19</b>	<b>22–24</b>	<b>3734–4042</b>

<b>Plaintiffs' Opposition to Defendant's Motion for Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>7/1/19</b>	<b>24</b>	<b>4043–4052</b>
<b>Defendant's Opposition to Motion for Attorneys' Fees</b>	<b>7/1/19</b>	<b>24</b>	<b>4053–4070</b>
<b>Defendant's Reply in Support of Motion for Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>7/9/19</b>	<b>24</b>	<b>4071–4077</b>
<b>Defendant's Reply in Support of Motion to Retax and Settle Costs</b>	<b>7/9/19</b>	<b>24</b>	<b>4078–4103</b>
<b>Defendant's Reply in Support of Defendant's Motion for Reconsideration, or in the Alternative, Motion to Stay the Court's Order</b>	<b>7/9/19</b>	<b>24</b>	<b>4104–4171</b>
<b>Plaintiffs/Counter-Defendants' Reply in Support of Motion for Attorneys' Fees</b>	<b>7/9/19</b>	<b>24</b>	<b>4172–4198</b>
<b>Recorder's Transcript of Proceedings</b>	<b>7/16/19</b>	<b>24</b>	<b>4199–4263</b>
<b>Plaintiffs' Opposition to Defendant's July 16, 2019 Oral Motion to Postpone to the Court's Ruling on the Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Summary Judgment</b>	<b>7/19/19</b>	<b>24–25</b>	<b>4264–4276</b>
<b>Plaintiffs' Motion to Certify Judgment as Final Under Rule 54(b) (On Order Shortening Time)</b>	<b>7/22/19</b>	<b>25</b>	<b>4277–4312</b>

<b>Order Denying Defendant's Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) or, in the Alternative, Motion to Stay the Court's Order</b>	<b>7/24/19</b>	<b>25</b>	<b>4313–4315</b>
<b>Defendant's (1) Opposition to Plaintiffs/Counter-Defendants' Motion to Certify Judgment as Final Under Rule 54(b) and (2) Response to Plaintiffs' Opposition to Defendant's July 16, 2019 Oral Motion to Postpone the Court's Ruling on the Motion for Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment</b>	<b>8/1/19</b>	<b>25</b>	<b>4316–4333</b>
<b>Plaintiffs' Reply in Support of Motion to Certify Judgment as Final under Rule 54(b)</b>	<b>8/5/19</b>	<b>25</b>	<b>4334–4343</b>
<b>Recorder's Transcript of Proceedings</b>	<b>8/6/19</b>	<b>25</b>	<b>4344–4368</b>
<b>Order re: Defendant's Motion for Reconsideration and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>8/9/19</b>	<b>25</b>	<b>4369–4376</b>
<b>Order Re: Motion to Certify Judgment as Final Under NRCP 54(b)</b>	<b>8/12/19</b>	<b>25</b>	<b>4377–4389</b>
<b>Notice of Entry of Order Re: Motion to Certify Judgment as Final Under NRCP 54(b)</b>	<b>8/13/19</b>	<b>25</b>	<b>4390–4405</b>

<b>Defendant's Motion to Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>9/9/19</b>	<b>25–26</b>	<b>4406–4476</b>
<b>Plaintiffs' Opposition to Motion to Amend Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>9/26/19</b>	<b>26</b>	<b>4477–4496</b>
<b>Defendant's Reply in Support of Motion to Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>10/10/19</b>	<b>26</b>	<b>4497–4508</b>
<b>Recorder's Transcript of Proceedings</b>	<b>10/17/19</b>	<b>26</b>	<b>4509–4525</b>
<b>Order Re: Defendant's Motion to Alter or Amend Court's Findings of Fact, Conclusions of Law and Order Entered May 23, 2019</b>	<b>1/14/20</b>	<b>26</b>	<b>4526–4534</b>
<b>Notice of Entry of Order Re: Defendant's Motion to Alter or Amend Court's Findings of Fact, Conclusions of Law and Order Entered May 23, 2019</b>	<b>1/16/20</b>	<b>26</b>	<b>4535–4546</b>
<b>Plaintiffs/Counter-Defendants' First Supplement to Motion for Attorneys' Fees; Exhibits</b>	<b>2/6/20</b>	<b>26–27</b>	<b>4547–4753</b>
<b>Plaintiffs' Opposition to Defendant's Renewed Motion to Retain Settle Costs</b>	<b>2/10/20</b>	<b>27</b>	<b>4754–4771</b>
<b>Notice of Appeal</b>	<b>2/13/20</b>	<b>27</b>	<b>4772–4817</b>
<b>Defendant's Opposition to Plaintiffs/Counter-Defendants' First Supplement to Their Motion for Attorneys' Fees</b>	<b>2/20/20</b>	<b>27</b>	<b>4818–4833</b>



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<i>Document</i>	<i>Date</i>	<i>Pages</i>	<i>Page</i>
<b>Amended Chapter 40 Notice of Claims</b>	<b>4/5/18</b>	<b>5</b>	<b>594–641</b>
<b>Answer and Counterclaim</b>	<b>3/1/17</b>	<b>2</b>	<b>263–296</b>
<b>Assembly Bill 421</b>	<b>6/3/19</b>	<b>16</b>	<b>2429–2443</b>
<b>Chapter 40 Notice</b>	<b>2/24/16</b>	<b>1</b>	<b>1–51</b>
<b>Complaint</b>	<b>9/28/16</b>	<b>1</b>	<b>52–73</b>
<b>Defendant's (1) Opposition to Plaintiffs/Counter-Defendants' Motion to Certify Judgment as Final Under Rule 54(b) and (2) Response to Plaintiffs' Opposition to Defendant's July 16, 2019 Oral Motion to Postpone the Court's Ruling on the Motion for Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment</b>	<b>8/1/19</b>	<b>25</b>	<b>4316–4333</b>
<b>Defendant's Motion for Clarification</b>	<b>10/10/17</b>	<b>4</b>	<b>517–546</b>
<b>Defendant's Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) or, in the Alternative, Motion to Stay the Court's Order</b>	<b>6/13/19</b>	<b>16</b>	<b>2444–2474</b>
<b>Defendant's Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>6/13/19</b>	<b>16</b>	<b>2475–2505</b>
<b>Defendant's Motion to Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>9/9/19</b>	<b>25–26</b>	<b>4406–4476</b>

<b>Defendant's Motion to Dismiss Complaint</b>	<b>12/7/16</b>	<b>1</b>	<b>74–85</b>
<b>Defendant's Motion to Retax and Settle Costs</b>	<b>5/31/19</b>	<b>16</b>	<b>2418–2428</b>
<b>Defendant's Opposition to Motion for Attorneys' Fees</b>	<b>7/1/19</b>	<b>24</b>	<b>4053–4070</b>
<b>Defendant's Opposition to Motion for Declaratory Relief; Countermotions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>11/16/18</b>	<b>9–10</b>	<b>1451–1501</b>
<b>Defendant's Opposition to Motion for Reconsideration</b>	<b>1/22/19</b>	<b>11</b>	<b>1639–1659</b>
<b>Defendant's Opposition to Motion for Summary Judgment</b>	<b>4/26/17</b>	<b>4</b>	<b>401–439</b>
<b>Defendant's Opposition to Motion for Summary Judgment</b>	<b>9/4/18</b>	<b>6–7</b>	<b>840–1077</b>
<b>Defendant's Opposition to Motion for Summary Judgment and Conditional Countermotion for Relief Pursuant to NRS 40.695(2)</b>	<b>3/1/19</b>	<b>14</b>	<b>2199–2227</b>
<b>Defendant's Opposition to Plaintiffs/Counter-Defendants' First Supplement to Their Motion for Attorneys' Fees</b>	<b>2/20/20</b>	<b>27</b>	<b>4818–4833</b>
<b>Defendant's Reply in Support of Countermotion</b>	<b>3/19/19</b>	<b>15</b>	<b>2270–2316</b>
<b>Defendant's Reply in Support of Counter-Motions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>1/29/19</b>	<b>11</b>	<b>1857–1862</b>
<b>Defendant's Reply in Support of Defendant's Motion for Reconsideration, or in the Alternative, Motion to Stay the Court's Order</b>	<b>7/9/19</b>	<b>24</b>	<b>4104–4171</b>
<b>Defendant's Reply in Support of Motion for Clarification</b>	<b>1/15/17</b>	<b>4</b>	<b>555–560</b>

<b>Defendant's Reply in Support of Motion for Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>7/9/19</b>	<b>24</b>	<b>4071–4077</b>
<b>Defendant's Reply in Support of Motion to Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>10/10/19</b>	<b>26</b>	<b>4497–4508</b>
<b>Defendant's Reply in Support of Motion to Dismiss</b>	<b>1/17/17</b>	<b>2</b>	<b>223–230</b>
<b>Defendant's Reply in Support of Motion to Retax and Settle Costs</b>	<b>7/9/19</b>	<b>24</b>	<b>4078–4103</b>
<b>Errata to Defendant's Opposition to Motion for Declaratory Relief and Countermotions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>11/19/18</b>	<b>10</b>	<b>1502–1507</b>
<b>Errata to: Plaintiffs/Counter-Defendants' Motion for Declaratory Relief Regarding Standing</b>	<b>2/5/19</b>	<b>12–14</b>	<b>1948–2051</b>
<b>Errata to: Plaintiffs' Reply in support of Motion for Declaratory Relief Regarding Standing and Oppositions to Defendant's Counter-Motions to Exclude Inadmissible Evidence and for Rule 56(f) Relief</b>	<b>2/5/19</b>	<b>12</b>	<b>1909–1947</b>
<b>Findings of Fact, Conclusions of Law and Order</b>	<b>5/23/19</b>	<b>15–16</b>	<b>2377–2395</b>
<b>Findings of Fact, Conclusions of Law, and Order</b>	<b>9/15/17</b>	<b>4</b>	<b>497–516</b>
<b>Findings of Fact, Conclusions of Law, and Order</b>	<b>11/30/18</b>	<b>10</b>	<b>1508–1525</b>
<b>Notice of Appeal</b>	<b>2/13/20</b>	<b>27</b>	<b>4772–4817</b>

Notice of Entry of Order	5/28/19	16	2396–2417
Notice of Entry of Order Re: Defendant's Motion to Alter or Amend Court's Findings of Fact, Conclusions of Law and Order Entered May 23, 2019	1/16/20	26	4535–4546
Notice of Entry of Order Re: Motion to Certify Judgment as Final Under NRCP 54(b)	8/13/19	25	4390–4405
Order Denying Defendant's Motion for Reconsideration of the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1) or, in the Alternative, Motion to Stay the Court's Order	7/24/19	25	4313–4315
Order Denying Motion for Clarification	2/1/18	5	584–585
Order Denying Motion to Dismiss	2/9/17	2	261–262
Order Denying Plaintiffs/Counter-Defendants' Motion for Declaratory Relief Regarding Standing	8/11/19	15	2231–2233
Order Denying Plaintiffs/Counter-Defendants' Motion for Reconsideration of Their Motion for Summary Judgment on Defendant/Counter-Claimant's April 5, 2018 Amended Notice of Claims	8/11/19	14	2228–2230
Order re: Defendant's Motion for Reconsideration and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)	8/9/19	25	4369–4376
Order Re: Defendant's Motion to Alter or Amend Court's Findings of Fact, Conclusions of Law and Order Entered May 23, 2019	1/14/20	26	4526–4534

<b>Order Re: Motion to Certify Judgment as Final Under NRCP 54(b)</b>	<b>8/12/19</b>	<b>25</b>	<b>4377–4389</b>
<b>Plaintiffs/Counter-Defendants’ First Supplement to Motion for Attorneys’ Fees; Exhibits</b>	<b>2/6/20</b>	<b>26–27</b>	<b>4547–4753</b>
<b>Plaintiffs/Counter-Defendants’ Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>2/11/19</b>	<b>14</b>	<b>2052–2141</b>
<b>Plaintiffs/Counter-Defendants’ Opposition to Defendant’s Motion for Reconsideration of the Court’s May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs’ Motion for Summary Judgment Pursuant to NRS 11.202(1) or, in the alternative, Motion to Stay the Court’s Order; Appendix</b>	<b>6/21/19</b>	<b>22–24</b>	<b>3734–4042</b>
<b>Plaintiffs/Counter-Defendants’ Opposition to Motion to Retax</b>	<b>6/21/19</b>	<b>22</b>	<b>3664–3733</b>
<b>Plaintiffs/Counter-Defendants’ Reply in Support of Motion for Attorneys’ Fees</b>	<b>7/9/19</b>	<b>24</b>	<b>4172–4198</b>
<b>Plaintiffs/Counter-Defendants’ Reply in Support of Motion for Reconsideration of their Motion for Summary Judgment on Defendant’s April 5, 2018 Amended Notice of Claims</b>	<b>2/4/19</b>	<b>11–12</b>	<b>1863–1908</b>
<b>Plaintiffs’ Motion for Attorneys’ Fees; Appendices I–II</b>	<b>6/16/19</b>	<b>16–22</b>	<b>2506–3663</b>
<b>Plaintiffs’ Motion for Declaratory Relief Regarding Standing; Appendices I–III.</b>	<b>10/22/18</b>	<b>7–9</b>	<b>1180–1450</b>
<b>Plaintiffs’ Motion for Reconsideration of the Motion for Summary Judgment on Defendant’s April 5, 2018 Amended Notice of Claims</b>	<b>2/17/18</b>	<b>10–11</b>	<b>1526–1638</b>

<b>Plaintiffs' Motion for Summary Judgment on Defendant's April 5, 2018 Amended Notice of Claims</b>	<b>8/13/18</b>	<b>5–6</b>	<b>651–839</b>
<b>Plaintiffs' Motion for Summary Judgment on Defendant's Counter-Motion and Plaintiffs' Motion for Partial Summary Judgment on Their Third Claim for Relief</b>	<b>8/20/17</b>	<b>2–4</b>	<b>297–400</b>
<b>Plaintiffs' Motion to Certify Judgment as Final Under Rule 54(b) (On Order Shortening Time)</b>	<b>7/22/19</b>	<b>25</b>	<b>4277–4312</b>
<b>Plaintiffs' Opposition to Defendant's July 16, 2019 Oral Motion to Postpone to the Court's Ruling on the Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Summary Judgment</b>	<b>7/19/19</b>	<b>24–25</b>	<b>4264–4276</b>
<b>Plaintiffs' Opposition to Defendant's Motion for Reconsideration of and/or to Alter or Amend the Court's May 23, 2019 Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>7/1/19</b>	<b>24</b>	<b>4043–4052</b>
<b>Plaintiffs' Opposition to Defendant's Renewed Motion to <del>Re</del>stand Settle Costs</b>	<b>2/10/20</b>	<b>27</b>	<b>4754–4771</b>
<b>Plaintiffs' Opposition to Motion for Clarification</b>	<b>10/27/17</b>	<b>4</b>	<b>547–554</b>
<b>Plaintiffs' Opposition to Motion to Amend Court's May 23, 2019 Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Summary Judgment Pursuant to NRS 11.202(1)</b>	<b>9/26/19</b>	<b>26</b>	<b>4477–4496</b>
<b>Plaintiffs' Opposition to Motion to Dismiss Appendix</b>	<b>1/4/17</b>	<b>1–2</b>	<b>86–222</b>

<b>Plaintiffs' Reply in Support of Motion for Declaratory Relief Regarding Standing and Oppositions to Counter-Motions to Exclude Inadmissible Evidence and for Rule 56(f) Relief; Appendix</b>	<b>1/22/19</b>	<b>11</b>	<b>1660–1856</b>
<b>Plaintiffs' Reply in Support of Motion for Summary Judgment</b>	<b>5/10/17</b>	<b>4</b>	<b>440–449</b>
<b>Plaintiffs' Reply in Support of Motion for Summary Judgment</b>	<b>9/25/18</b>	<b>7</b>	<b>1078–1092</b>
<b>Plaintiffs' Reply in Support of Motion to Certify Judgment as Final under Rule 54(b)</b>	<b>8/5/19</b>	<b>25</b>	<b>4334–4343</b>
<b>Plaintiffs' Reply in Support of Their Motion for Summary Judgment Pursuant to NRS 11.202(1); Opposito Conditional Countermotion; Appendix</b>	<b>8/15/19</b>	<b>15</b>	<b>2234–2269</b>
<b>Recorder's Transcript of Proceedings</b>	<b>1/24/17</b>	<b>2</b>	<b>231–260</b>
<b>Recorder's Transcript of Proceedings</b>	<b>6/20/17</b>	<b>4</b>	<b>450–496</b>
<b>Recorder's Transcript of Proceedings</b>	<b>11/21/17</b>	<b>4–5</b>	<b>561–583</b>
<b>Recorder's Transcript of Proceedings</b>	<b>3/15/18</b>	<b>5</b>	<b>586–593</b>
<b>Recorder's Transcript of Proceedings</b>	<b>4/12/18</b>	<b>5</b>	<b>642–650</b>
<b>Recorder's Transcript of Proceedings</b>	<b>10/2/18</b>	<b>7</b>	<b>1093–1179</b>
<b>Recorder's Transcript of Proceedings</b>	<b>2/12/19</b>	<b>14</b>	<b>2142–2198</b>
<b>Recorder's Transcript of Proceedings</b>	<b>4/23/19</b>	<b>15</b>	<b>2317–2376</b>
<b>Recorder's Transcript of Proceedings</b>	<b>7/16/19</b>	<b>24</b>	<b>4199–4263</b>
<b>Recorder's Transcript of Proceedings</b>	<b>8/6/19</b>	<b>25</b>	<b>4344–4368</b>
<b>Recorder's Transcript of Proceedings</b>	<b>10/17/19</b>	<b>26</b>	<b>4509–4525</b>

1 (a) Must state whether the contractor, subcontractor, supplier  
2 or design professional has elected to repair the defect or cause  
3 the defect to be repaired. If an election to repair is included in the  
4 response and the repair will cause the claimant to move from the  
5 claimant's home during the repair, the election must also include  
6 monetary compensation in an amount reasonably necessary for  
7 temporary housing or for storage of household items, or for both, if  
8 necessary.

9 (b) May include a proposal for monetary compensation, which  
10 may include contribution from a subcontractor, supplier or design  
11 professional.

12 (c) May disclaim liability for the constructional defect and state  
13 the reasons for such a disclaimer.

14 3. If the claimant is a homeowners' association, the association  
15 shall send a copy of the response to each member of the association  
16 not later than 30 days after receiving the response.

17 4. If the contractor, subcontractor, supplier or design  
18 professional has elected not to repair the constructional defect, the  
19 claimant or contractor may bring a cause of action for the  
20 constructional defect or amend a complaint to add a cause of action  
21 for the constructional defect.

22 5. If the contractor, subcontractor, supplier or design  
23 professional has elected to repair the constructional defect, the  
24 claimant must provide the contractor, subcontractor, supplier or  
25 design professional with a reasonable opportunity to repair the  
26 constructional defect.

27 **Sec. 13.** NRS 40.648 is hereby amended to read as follows:

28 40.648 1. If the response provided pursuant to NRS 40.6472  
29 includes an election to repair the constructional defect:

30 (a) The repairs may be performed by the contractor,  
31 subcontractor, supplier or design professional, if such person is  
32 properly licensed, bonded and insured to perform the repairs and, if  
33 such person is not, the repairs may be performed by another person  
34 who meets those qualifications.

35 (b) The repairs must be performed:

36 (1) On reasonable dates and at reasonable times agreed to in  
37 advance with the claimant;

38 (2) In compliance with any applicable building code and in a  
39 good and workmanlike manner in accordance with the generally  
40 accepted standard of care in the industry for that type of repair; and

41 (3) In a manner which will not increase the cost of  
42 maintaining the residence or appurtenance than otherwise would  
43 have been required if the residence or appurtenance had been  
44 constructed without the constructional defect, unless the contractor



\* A B 1 2 5 R 1 \*



1 and the claimant agree in writing that the contractor will compensate  
2 the claimant for the increased cost incurred as a result of the repair.

3 (c) Any part of the residence or appurtenance that is not  
4 defective but which must be removed to correct the constructional  
5 defect must be replaced.

6 (d) The contractor, subcontractor, supplier or design  
7 professional shall prevent, remove and indemnify the claimant  
8 against any mechanics' liens and materialmen's liens.

9 2. Unless the claimant and the contractor, subcontractor,  
10 supplier or design professional agree to extend the time for repairs,  
11 the repairs must be completed:

12 (a) ~~If the notice was sent pursuant to subsection 4 of NRS~~  
13 ~~40.645 and there are four or fewer owners named in the notice, for~~  
14 ~~the named owners, not later than 105 days after the date on which~~  
15 ~~the contractor received the notice.~~

16 ~~(b) If the notice was sent pursuant to subsection 4 of NRS~~  
17 ~~40.645 and there are five or more owners named in the notice, for~~  
18 ~~the named owners, not later than 150 days after the date on which~~  
19 ~~the contractor received the notice.~~

20 ~~(c) If the notice was sent pursuant to subsection 4 of NRS~~  
21 ~~40.645, not later than 105 days after the date on which the~~  
22 ~~contractor provides a disclosure of the notice to the unnamed~~  
23 ~~owners to whom the notice applies pursuant to NRS 40.645.~~

24 ~~(d) If the notice was not sent pursuant to subsection 4 of~~  
25 ~~NRS 40.645:~~

26 ~~(1)~~ Not later than 105 days after the date on which the  
27 notice of the constructional defect was received by the contractor,  
28 subcontractor, supplier or design professional if the notice of a  
29 constructional defect was received from four or fewer owners; or

30 ~~(2)~~ (b) Not later than 150 days after the date on which the  
31 notice of the constructional defect was received by the contractor,  
32 subcontractor, supplier or design professional if the notice was  
33 received from five or more owners or from a representative of a  
34 homeowners' association.

35 3. If repairs reasonably cannot be completed within the time set  
36 forth in subsection 2, the claimant and the contractor, subcontractor,  
37 supplier or design professional shall agree to a reasonable time  
38 within which to complete the repair. If the claimant and contractor,  
39 subcontractor, supplier or design professional cannot agree on such  
40 a time, any of them may petition the court to establish a reasonable  
41 time for completing the repair.

42 4. Any election to repair made pursuant to NRS 40.6472 may  
43 not be made conditional upon a release of liability.

44 5. Not later than 30 days after the repairs are completed, the  
45 contractor, subcontractor, supplier or design professional who



1 repaired or caused the repair of a constructional defect shall provide  
2 the claimant with a written statement describing the nature and  
3 extent of the repair, the method used to repair the constructional  
4 defect and the extent of any materials or parts that were replaced  
5 during the repair.

6 **Sec. 14.** NRS 40.650 is hereby amended to read as follows:

7 40.650 1. If a claimant unreasonably rejects a reasonable  
8 written offer of settlement made as part of a response pursuant to  
9 paragraph (b) of subsection 2 of NRS 40.6472 and thereafter  
10 commences an action governed by NRS 40.600 to 40.695, inclusive,  
11 *and sections 2 and 3 of this act*, the court in which the action is  
12 commenced may:

13 (a) Deny the claimant's attorney's fees and costs; and

14 (b) Award attorney's fees and costs to the contractor.

15 ➤ Any sums paid under a homeowner's warranty, other than sums  
16 paid in satisfaction of claims that are collateral to any coverage  
17 issued to or by the contractor, must be deducted from any recovery.

18 2. If a contractor, subcontractor, supplier or design professional  
19 fails to:

20 (a) Comply with the provisions of NRS 40.6472;

21 (b) Make an offer of settlement;

22 (c) Make a good faith response to the claim asserting no  
23 liability;

24 (d) Agree to a mediator or accept the appointment of a mediator  
25 pursuant to NRS 40.680; or

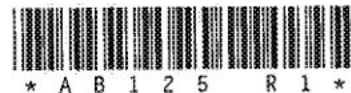
26 (e) Participate in mediation,

27 ➤ the limitations on damages and defenses to liability provided in  
28 NRS 40.600 to 40.695, inclusive, *and sections 2 and 3 of this act*  
29 do not apply and the claimant may commence an action or amend a  
30 complaint to add a cause of action for a constructional defect  
31 without satisfying any other requirement of NRS 40.600 to 40.695,  
32 inclusive ~~††~~, *and sections 2 and 3 of this act*.

33 3. If a residence or appurtenance that is the subject of the claim  
34 is covered by a homeowner's warranty that is purchased by or on  
35 behalf of a claimant pursuant to NRS 690B.100 to 690B.180,  
36 inclusive ~~† a claimant shall diligently pursue a claim under the~~  
37 ~~contract†~~ :

38 (a) *A claimant may not send a notice pursuant to NRS 40.645*  
39 *or pursue a claim pursuant to NRS 40.600 to 40.695, inclusive,*  
40 *and sections 2 and 3 of this act unless the claimant has first*  
41 *submitted a claim under the homeowner's warranty and the*  
42 *insurer has denied the claim.*

43 (b) *A claimant may include in a notice given pursuant to NRS*  
44 *40.645 only claims for the constructional defects that were denied*  
45 *by the insurer.*



1 (c) If coverage under a homeowner's warranty is denied by an  
2 insurer in bad faith, the homeowner and the contractor,  
3 subcontractor, supplier or design professional have a right of action  
4 for the sums that would have been paid if coverage had been  
5 provided, plus reasonable attorney's fees and costs.

6 (d) *Statutes of limitation or repose applicable to a claim based*  
7 *on a constructional defect governed by NRS 40.600 to 40.695,*  
8 *inclusive, and sections 2 and 3 of this act are tolled from the time*  
9 *notice of the claim under the homeowner's warranty is submitted*  
10 *to the insurer until 30 days after the insurer rejects the claim, in*  
11 *whole or in part, in writing.*

12 4. Nothing in this section prohibits an offer of judgment  
13 pursuant to Rule 68 of the Nevada Rules of Civil Procedure or NRS  
14 17.115 ~~{if the offer of judgment includes all damages to which the~~  
15 ~~claimant is entitled pursuant to NRS 40.655.}~~ *or section 3 of this*  
16 *act.*

17 **Sec. 15.** NRS 40.655 is hereby amended to read as follows:

18 40.655 1. Except as otherwise provided in NRS 40.650, in a  
19 claim governed by NRS 40.600 to 40.695, inclusive, *and sections 2*  
20 *and 3 of this act*, the claimant may recover only the following  
21 damages to the extent proximately caused by a constructional  
22 defect:

23 (a) ~~{Any reasonable attorney's fees;~~

24 ~~—(b)—~~ The reasonable cost of any repairs already made that were  
25 necessary and of any repairs yet to be made that are necessary to  
26 cure any constructional defect that the contractor failed to cure and  
27 the reasonable expenses of temporary housing reasonably necessary  
28 during the repair;

29 ~~{(c)}~~ (b) The reduction in market value of the residence or  
30 accessory structure, if any, to the extent the reduction is because of  
31 structural failure;

32 ~~{(d)}~~ (c) The loss of the use of all or any part of the residence;

33 ~~{(e)}~~ (d) The reasonable value of any other property damaged  
34 by the constructional defect;

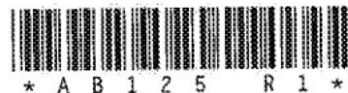
35 ~~{(f)}~~ (e) Any additional costs reasonably incurred by the  
36 claimant ~~{for constructional defects proven by the claimant,~~  
37 including, but not limited to, any costs and fees incurred for the  
38 retention of experts to:

39 (1) Ascertain the nature and extent of the constructional  
40 defects;

41 (2) Evaluate appropriate corrective measures to estimate the  
42 value of loss of use; and

43 (3) Estimate the value of loss of use, the cost of temporary  
44 housing and the reduction of market value of the residence; and

45 ~~{(g)}~~ (f) Any interest provided by statute.



1 2. ~~{The amount of any attorney's fees awarded pursuant to this~~  
2 ~~section must be approved by the court.~~

3 ~~—3—~~ If a contractor complies with the provisions of NRS 40.600  
4 to 40.695, inclusive, *and sections 2 and 3 of this act*, the claimant  
5 may not recover from the contractor, as a result of the constructional  
6 defect, ~~{anything}~~ *any damages* other than ~~{that which is provided}~~  
7 *damages authorized* pursuant to NRS 40.600 to 40.695, inclusive ~~{~~  
8 ~~—4—~~, *and sections 2 and 3 of this act.*

9 3. This section must not be construed as impairing any  
10 contractual rights between a contractor and a subcontractor, supplier  
11 or design professional.

12 ~~{S.}~~ 4. As used in this section, "structural failure" means  
13 physical damage to the load-bearing portion of a residence or  
14 appurtenance caused by a failure of the load-bearing portion of the  
15 residence or appurtenance.

16 **Sec. 16.** NRS 40.695 is hereby amended to read as follows:

17 40.695 1. Except as otherwise provided in ~~{subsection}~~  
18 *subsections 2 and 3*, statutes of limitation or repose applicable to  
19 a claim based on a constructional defect governed by NRS 40.600 to  
20 40.695, inclusive, *and sections 2 and 3 of this act* are tolled from  
21 the time notice of the claim is given, until ~~{30}~~ *the earlier of:*

22 (a) *One year after notice of the claim is given; or*

23 (b) *Thirty days after mediation is concluded or waived in*  
24 *writing pursuant to NRS 40.680.*

25 2. *Statutes of limitation and repose may be tolled under this*  
26 *section for a period longer than 1 year after notice of the claim is*  
27 *given only if, in an action for a constructional defect brought by a*  
28 *claimant after the applicable statute of limitation or repose has*  
29 *expired, the claimant demonstrates to the satisfaction of the court*  
30 *that good cause exists to toll the statutes of limitation and repose*  
31 *under this section for a longer period.*

32 3. Tolling under this section applies to a third party regardless  
33 of whether the party is required to appear in the proceeding.

34 **Sec. 17.** NRS 11.202 is hereby amended to read as follows:

35 11.202 1. ~~{An}~~ *No* action may be commenced against the  
36 owner, occupier or any person performing or furnishing the design,  
37 planning, supervision or observation of construction, or the  
38 construction of an improvement to real property ~~{at any time}~~ *more*  
39 *than 6 years* after the substantial completion of such an  
40 improvement, for the recovery of damages for:

41 (a) Any deficiency in the design, planning, supervision or  
42 observation of construction or the construction of such an  
43 improvement ; ~~{which is the result of his or her willful misconduct~~  
44 ~~or which he or she fraudulently concealed;}~~





1 (b) Injury to real or personal property caused by any such  
2 deficiency; or

3 (c) Injury to or the wrongful death of a person caused by any  
4 such deficiency.

5 2. The provisions of this section do not apply ~~to~~ :

6 (a) *To a claim for indemnity or contribution.*

7 (b) *In an action brought against:*

8 ~~[(a)]~~ (1) The owner or keeper of any hotel, inn, motel, motor  
9 court, boardinghouse or lodging house in this State on account of his  
10 or her liability as an innkeeper.

11 ~~[(b)]~~ (2) Any person on account of a defect in a product.

12 **Sec. 18.** NRS 11.2055 is hereby amended to read as follows:

13 11.2055 1. Except as otherwise provided in subsection 2, for  
14 the purposes of *this section and* NRS 11.202 , ~~to 11.206,~~  
15 ~~inclusive,~~ the date of substantial completion of an improvement to  
16 real property shall be deemed to be the date on which:

17 (a) The final building inspection of the improvement is  
18 conducted;

19 (b) A notice of completion is issued for the improvement; or

20 (c) A certificate of occupancy is issued for the improvement,  
21 ~~→~~ whichever occurs later.

22 2. If none of the events described in subsection 1 occurs, the  
23 date of substantial completion of an improvement to real property  
24 must be determined by the rules of the common law.

25 **Sec. 19.** NRS 113.135 is hereby amended to read as follows:

26 113.135 1. Upon signing a sales agreement with the initial  
27 purchaser of residential property that was not occupied by the  
28 purchaser for more than 120 days after substantial completion of the  
29 construction of the residential property, the seller shall:

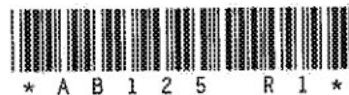
30 (a) Provide to the initial purchaser a copy of NRS 11.202 ~~to~~  
31 ~~11.206, inclusive,~~ , *11.2055* and 40.600 to 40.695, inclusive ~~to~~ ,  
32 *and sections 2 and 3 of this act;*

33 (b) Notify the initial purchaser of any soil report prepared for the  
34 residential property or for the subdivision in which the residential  
35 property is located; and

36 (c) If requested in writing by the initial purchaser not later than  
37 5 days after signing the sales agreement, provide to the purchaser  
38 without cost each report described in paragraph (b) not later than 5  
39 days after the seller receives the written request.

40 2. Not later than 20 days after receipt of all reports pursuant to  
41 paragraph (c) of subsection 1, the initial purchaser may rescind the  
42 sales agreement.

43 3. The initial purchaser may waive his or her right to rescind  
44 the sales agreement pursuant to subsection 2. Such a waiver is



1 effective only if it is made in a written document that is signed by  
2 the purchaser.

3 **Sec. 20.** NRS 116.3102 is hereby amended to read as follows:

4 116.3102 1. Except as otherwise provided in this chapter, and  
5 subject to the provisions of the declaration, the association:

6 (a) Shall adopt and, except as otherwise provided in the bylaws,  
7 may amend bylaws and may adopt and amend rules and regulations.

8 (b) Shall adopt and may amend budgets in accordance with the  
9 requirements set forth in NRS 116.31151, may collect assessments  
10 for common expenses from the units' owners and may invest funds  
11 of the association in accordance with the requirements set forth in  
12 NRS 116.311395.

13 (c) May hire and discharge managing agents and other  
14 employees, agents and independent contractors.

15 (d) May institute, defend or intervene in litigation or in  
16 arbitration, mediation or administrative proceedings in its own name  
17 on behalf of itself or two or more units' owners on matters affecting  
18 the common-interest community. *The association may not institute,*  
19 *defend or intervene in litigation or in arbitration, mediation or*  
20 *administrative proceedings in its own name on behalf of itself or*  
21 *units' owners with respect to an action for a constructional defect*  
22 *pursuant to NRS 40.600 to 40.695, inclusive, and sections 2 and 3*  
23 *of this act unless the action pertains exclusively to common*  
24 *elements.*

25 (e) May make contracts and incur liabilities. Any contract  
26 between the association and a private entity for the furnishing of  
27 goods or services must not include a provision granting the private  
28 entity the right of first refusal with respect to extension or renewal  
29 of the contract.

30 (f) May regulate the use, maintenance, repair, replacement and  
31 modification of common elements.

32 (g) May cause additional improvements to be made as a part of  
33 the common elements.

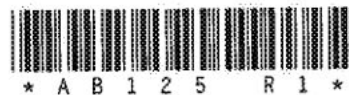
34 (h) May acquire, hold, encumber and convey in its own name  
35 any right, title or interest to real estate or personal property, but:

36 (1) Common elements in a condominium or planned  
37 community may be conveyed or subjected to a security interest only  
38 pursuant to NRS 116.3112; and

39 (2) Part of a cooperative may be conveyed, or all or part of a  
40 cooperative may be subjected to a security interest, only pursuant to  
41 NRS 116.3112.

42 (i) May grant easements, leases, licenses and concessions  
43 through or over the common elements.

44 (j) May impose and receive any payments, fees or charges for  
45 the use, rental or operation of the common elements, other than



1 limited common elements described in subsections 2 and 4 of  
2 NRS 116.2102, and for services provided to the units' owners,  
3 including, without limitation, any services provided pursuant to  
4 NRS 116.310312.

5 (k) May impose charges for late payment of assessments  
6 pursuant to NRS 116.3115.

7 (l) May impose construction penalties when authorized pursuant  
8 to NRS 116.310305.

9 (m) May impose reasonable fines for violations of the governing  
10 documents of the association only if the association complies with  
11 the requirements set forth in NRS 116.31031























































































































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05 +233(5 \$QG 'HH +RSSHU <RXU +RQRU RQ E  
\$VVRFLDWLRQ  
7+( &2857 2ND\ :HOO LWuV EHHQ D ZKLOH V  
WRR DV ZHOO EXW , VHH \RX 0U +RSSHU HYHU\ RQ  
05 +233(5 <HV <RXU +RQRU  
7+( &2857 2ND\ %\ WKH ZD\ FRXQVHO MXVV  
WKH 9 , QRWLFHG \RX KDG D EXQFK RI SHRSOH OLVW  
WKH\ ZHUHQW FRXQWHU GHIHQGDQWV \$QG ,uP WDC

1 EH WKLUG SDUW\ :H PLJKW ZDQW WR WDON DERXW  
 2 EHFDXVH LW ZDV D OLWWOH FRQIXVLQJ WR PH \$QG  
 3 OLWWOH FRQIXVLQJ EHFDXVH 0U %URZQ LV XVXDOOV  
 4 <RX JX\V DUH RQ WKH ' VLGH RI WKH 9 ZKLFK LV DOV  
 5 ZKHQHYHU ZH KDG WKH FRXQWHU GHIHQGDQWV ZKR D  
 6 WKLUG SDUW\ GHIHQGDQWV  
 7 05 /<1&+ <RXU +RQRU LW LV VR FRQIXVLQJ  
 8 GHIHQGDQWV WR >LQGHFLSKHUDEOH@ WKH FOHUNuV  
 9 RI VXEFRQWUDFWRUV %XW WKDW KDSSHQHG DQG VI  
 10 WR 3HWHU DQG VHH LI ZH FRXOG MXVW FKDQJH WKDV  
 11 7+( &2857 2ND\ :H PLJKW ZDQW WR FRQVLGH  
 12 05 /<1&+ )RU VXUH :H ZLOO  
 13 7+( &2857 2ND\ %XW ILUVW , QHHG WR KHDU  
 14 MXGJPHQW  
 15 05 %52:1 7KDQN \RX <RXU +RQRU 3HWHU %  
 16 PRYLQJ SDUWLHV ZKR , ZLOO UHIHU WR FROOHFWLYH  
 17 KHDULQJ RQ WKLW PRWLRQ  
 18 <RXU +RQRU HYHU\RQH KDV D IDYRULWH WLF  
 19 ZKDW \RXUV LV IRU PH LWuV WR DQG WKDW L  
 20 MXVW OHIW JUDGXDWH VFKRRO LQ 8& 6DQ 'LHJR ZH  
 21 DFWRUV WKHUH LW ZDV H[FLWLQJ , GRQuW NQRZ L  
 22 ZDV D JULWWLHU OHWuV VD\ PRUH LQ P\ UHFROOHFW  
 23 DOLYH EHFDXVH \RX ZHUH y JRW XS HYHU\ PRUQLQJ I  
 24 GD\ \$QG IRU PH , DOZD\V WKLQN EDFN DQG VDLG R  
 25 OLIH %XW <RXU +RQRU ZH KDYH WR PRYH IRUZDUG





1 WKL V &RXUW WR DOORZ WKHP WR UHO\ XSRQ ZKDW Z  
2 RI &KDSWHU ,W ZRXOG KDYH DOORZHG WKHP WR  
3 WKH\ SURYLGHG LQ WKL V SDUWLFXODU FDVH ,W ZRX  
4 H[WUDSRODWHG HYLGHQFH IRU WKH QRWLFH %XW  
5 RI &KDSWHU ZDV WDNHQ RXW E\ \$% 7KH\ ZDQW  
6 RSSRVHG WR VSHFLILF DQG H[DFW ZKLFK LV ZKDW LV  
7 1RZ ZHuYH FRXFKHG RXU PRWLRQ LQ WZR SD  
8 D PRWLRQ IRU VXPPDU\ MXGJPHQW RQ WKH HQWLUH  
9 GLVPLVVHG DQG WKHQ DOVR LI WKH &RXUW LV QRW L  
10 ORRN DW VHFWRQV RI ZKDW WKH\uYH UDLVHG LQ WK  
11 DQG WR JUDQW VXPPDU\ MXGJPHQW ZLWK UHJDUG W  
12 GHFODUDWRU\ UHOLHI IRU IDLOXUH WR FRPSO\ ZLWK  
13 WKH PRYLQJ SDSHUV VHW IRUWK , ZDQW WR VWDUW  
14 ZKLFK DUH LQ WKH VHFRRG VHFWRQ RI RXU PRWLRQ  
15 IDFWV 7KH ILUVW XQGLVSXWHG PDWHULDO IDFW WK  
16 y RU UHIHUHQFHV WKH WRZHU ZLQGRZV ZLWK DOO  
17 FRPSRQHQWV FRUURGHG PHFKDQLFDO URRP SLSLQJ  
18 XQGLVSXWHG WKDW P\ FOLHQW GLG QRW UHFHLYH V  
19 WKH UHSDLUV EHLQJ SHUIRUPHG WR 8QLW LWuV X  
20 UHFHLYH DQ\ QRWLFH RI WKH UHPRYDO DQG UHSODFI  
21 PHFKDQLFDO SLSLQJ FODLP WKDW DUH DOOHJHG WR  
22 P\ FOLHQW GLG QRW UHFHLYH QRWLFH RI WKH UHPRY  
23 GHIHFWLYH VHZHU FRPSRQHQWV ,W LV DOVR XQGLV  
24 RFFDVLRQV P\ RIILFH RQ EHKDOI RI P\ FOLHQWV VH  
25 DVNLQJ IRU FODULILFDWLRQ GXULQJ WKH &KDSWHU

1 ZKR WKH ZKDW WKH ZKHUH WKH ZKHQ WKH KRZ DQ  
2 PHFKDQLFDO SOXPELQJ FODLPV SLSLQJ FODLPV DQG  
3 DQ\ UHVSQRVH \$QG LQ IDFW LW ZDVQ<sub>u</sub>W XQWLO D  
4 VHQW WR WKH +2\$ ,Q WKH RSSRVLWLRQ GLG ZH JHW  
5 \$QG LW ZDVQ<sub>u</sub>W LQ DQ DIILGDYLW E\ WKH +2\$ EXW LW  
6 UHSUHVHQWDWLRQ DV WR WKH MXVWLILFDWLRQ IURP  
7 QRW JLYH P\ FOLHQWV QRWLFH RI WKH UHPRYDO DQG  
8 FRPSRQHQWV  
9 7KH\ WU\ WR JHW DURXQG WKLV E\ VD\LQJ WK  
10 XQUHDVRQDEOH ULVN RI LQMXU\ DQG WKH\ VSHFLILF  
11 WKH PHWDO FRPSRQHQWV RI WKH H[WHULRU ZDOO DQ  
12 LQ D UHDVRQDEOH ULVN RI LQMXU\ EHFDXVH WKH\ FD  
13 QRW UHDOO\ LQ WKH QRWLFH LW<sub>u</sub>V QRW XQWLO \HW  
14 ZKHUH KH VD\V v2K ZHOO WKDW FRPSURPLVHV WKH  
15 WKHUH LV QR VWUXFWXUDO HQJLQHUV UHSRUW IRU  
16 VWUXFWXUDO LQWHJULW\ FRPSURPLVLQJ 7KH\ DOVR  
17 RI LQMXU\ ZLWK UHJDUG WR WKH VHZHU OLQH DQG Z  
18 WKDW LW<sub>u</sub>V GXH WR DOOHJHG GLVEXUVHPHQW RI XQV  
19 :HOO OHW<sub>u</sub>V ORRN DW WKRVH FODLPV ZLWK  
20 ZKHUH ZH<sub>u</sub>UH DVNLQJ WKLV &RXUW IRU VXPPDU\ MXG  
21 FOLHQW<sub>u</sub>V WKLUG FODLP IRU UHOLHI WKH ILUVW EHL  
22 KDYH WKH DOOHJHG JHQHVLV RI WKH FODLPV SHUWD  
23 EORFNLQJ :KDW ZH ILQG RXW LQ WKH RSSRVLWLRQV  
24 WKDW WKRVH LVVXHV ZHUH NQRZQ DV IDU EDFN DV \$  
25 WKDW SDUWLFXODU XQLW WRRN SODFH IURP \$XJXVW

1           \$QG \HW GHVSLWH DOO RI WKDW P\ FOLHQW GR  
2 FDOOHG LVVXHV ZKLFK UHSUHVHQW DOOHJHGO\ DQ X  
3 )HEUXDU\ RI           1RZ HYHQ LI WKLV &RXUW ZHUH W  
4 ZDV DQ XQUHDVRQDEOH ULVN RI LQMXU\ WKHUH LV 1  
5 UHTXLUH GQRWLFH WR P\ FOLHQW ZKHQ \RXuUH WDO  
6 HPLQHQW WKUHDW WR KHDOWK RU VDIHW\ 6R ZKH  
7 XQGHU 156           LW LV XQGLVSXWHG WKDW P\ FOLHQ  
8 LV DOVR XQGLVSXWHG WKDW P\ FOLHQW GLG QRW UH  
9 EHLQJ SHUIRUPHG  
10           :LWK UHJDUG WR WKH VHZHU OLQH FODLPV IU  
11 LQIRUPDWLRQ ZKDWRHYHU DV WR ZKHU WKLV RFFX  
12 RFFXUUHG ZKR GLG WKH UHSDLUV ZKHQ WKH\ GLG V  
13 UHSDLUV 1R LQIRUPDWLRQ DV WR WKH DOOHJHG GD  
14 SURSHUW\ DULVLQJ IURP WKLV VHZHU OLQH ZKLFK LV  
15 LQIRUPDWLRQ RWKHU WKDQ WKDW \$QG DJDLQ <RXU  
16 WR FODUL\ WKDW GXULQJ WKH &KDSWHU SURFHVV  
17 \$SULO           WKH GDWH ZH VHQW WKH VHFRQG<sup>W</sup> UHTX  
18 RI           D \H DU ODWHU WKH +2\$uV FRXQVHO SURYLGHV  
19 RQ SDJH           RI WKHLU RSSRVLWRQ 1RWLFH DQG LQV  
20 ZHUHQuW SRVVLEOH DW WKH WLPH LW ZDV RQO\ DIW  
21 WKDW GDPDJHV UHVXOWLQJ IURP WKH GHIHFW ZHUH  
22 SUREOHPV ZHUH QRW UHOHDVHG LQ WKH SULRU OLW  
23 SXUVXH WKH LVVXH  
24           1RZ DJDLQ <RXU +RQRU WKLV LV MXVW D VV  
25 QR DIILGDYLW WR WKDW HIIHFW LQ VXSSRUW RI WKH

1 VWDWHPHQW DQG FRQVLGHU LW 7KLV +2\$ ERDUG LV  
2 EDVLV IRU GHQLDO RI P\ FOLHQWuV PRWLRQ IRU VXP  
3 UHJDUGLQJ WKH VHZHU OLQH 7KLV LV D ERDUG ZKL  
4 OLWLJDWLRQ &KDSWHU SURFHVV DQG \HDUV RI OLV  
5 7RZHUV OLWLJDWLRQ WKDW ZDV LQ IURQW RI WKLV &  
6 KRXUV GD\ RI H[SHUW SUHVHQWDWLRQV ERWK E\ W  
7 H[SHUWV GXULQJ WKDW RULJLQDO OLWLJDWLRQ ZKLF  
8 RI DOOHJHG FODLPV IRU FRQVWUXFWLRQ GHIHFWV  
9 REWDLQHG DV SDUW RI WKH VHWWOHPHQW DJUHHPHQ  
10 H[FOXGHG IURP WKH UHOHDVH GHIHFWV WKDW ZHUH  
11 7KH\ GHPDQGHG WKDW DQG LWuV LQ WKH VHWWOHPH  
12 VHWWOHPHQW DJUHHPHQW <RXU +RQRU LV D OLVW  
13 UDLVHG GXULQJ WKH FDVH 6R WKHUHuV QR TXHVW  
14 WKH HDUOLHU FDVH DQG \HW WKH\uUH DVNLQJ \RX W  
15 ERDUG WKDW KDV EHHQ WKURXJK \HDUV RI OLWLJDW  
16 OLWLJDWLRQ ZHUH UHSUHVHQWHG E\ ZKDW LV WKH S  
17 LQ 1HYDGD ZLWK UHJDUG WR KLJK ULVH OLWLJDWLRQ  
18 ZLWK UHJDUG WR P\ RSSRQHQWV \$Q DGGLWLRQDO S  
19 GHIHFW OLWLJDWLRQ HVSHFLDOO\ ZLWK UHJDUG WR  
20 )HLQEHUJ \*UDQW LV NQRZQ LQ WKLV WRZQ DQG LV N  
21 VSHFLDOL]LQJ LQ KLJK ULVH &' OLWLJDWLRQ 7KH\ U  
22 VHWWOHPHQW DJUHHPHQW ZDV H[HFxWHG DQG \HW W  
23 EHOLHYH WKH VWDWHPHQW RI FRXQVHO WKDW ZH MX  
24 VR ZH GLGQuW ILJXUH RXW WKDW ZH FRXOG JLYH QR  
25 XQWLO DIWHU WKH UHSDLU ZDV GRQH

1           05 6\$/\$12 <RXU +RQRU ,uP VRUU\ 7KRVH VSH  
 2 EHIRUH WKH &RXUW RQ WKLW PRWLRQ  
 3           7+( &2857 2ND\ :HOO ,uOO OLVWHQ WR HYHU\E  
 4 EH OLVWHQLQJ WR \RX WRR RND\  
 5           05 6\$/\$12 , MXVW GRQuW ZDQW XV WR VWHH  
 6 WKH y IRU LQVWDQFH WKH UHOHDVH ZKLFX y  
 7           7+( &2857 , XQGHUVWDQG  
 8           05 6\$/\$12 LV QRW y LWuV QRW D PDWVHU  
 9 LQ KLV PRWLRQ  
 10           7+( &2857 , XQGHUVWDQG  
 11           05 %52:1 7KDN \RX <RXU +RQRU 7KH y LI  
 12 ZLWK DQ DUJXPHQW IURP DQ +2\$ RQ D FRQVWUXFWLR  
 13 ZHOO ZH GLGQuW NQRZ WKDW ZH KDG WR JLYH QRW  
 14 RU ZH GLGQuW NQRZ WKDW ZH KDG WR JLYH WKH EXL  
 15 <RXU +RQRU ZH GLGQuW NQRZ ZKDW D VWDWXWH RI  
 16 ODZ LV QRW D GHIHQVH  
 17           7KLV +2\$ ERDUG ZLWK UHJDUG WR WKH VZH  
 18 WKDW WKH\ QHHGHG LQ RUGHU WR NQRZ WKDW WKH\  
 19 FOLHQW \$QG WKH RQO\ WKLQJ WKDW \RX KDYH LQ IU  
 20 IURP FRXQVHO QRW IURP WKH +2\$ ERDUG DVNLQJ \  
 21 SDVV WR VD\ LWuV RND\ LWuV RND\ 3DQRUDPD 7RZH  
 22 H[SHULHQFHG DQG VRSKLVWLFDWHG LQ FRQVWUXFWL  
 23 \RX GLGQuW JLYH WKH EXLOGHUV QRWLFH  
 24 :LWK UHJDUG WR WKH PHFKDQLFDO URRP SLS  
 25 PDNH D FODLP WKDW WKHUHuV DQ XQUHDVRQDEOH U

1 &KDSWHU QRWLFH LWuV QRZKHUH LQ WKH H[SHUW  
2 \$QG WKH\ FDQuW VD\ WKDW <RXU +RQRU EHFD  
3 SDUWLFXODU UHSRUW WKH\ FRXOGQuW SRVVLEO\ PD  
4 WKHLU UHSRUW y DQG WKDWuV IRXQG DV H[KLELW y  
5 ,W LGHQWLILHV WKUHH GLIIHUHQW FDWHJRULHV WKD  
6 LQVSHFWLQJ FRPSDQ\ PDGH UHFRPPHQGDWLRQV WR  
7 QRZ UHSODFH ZLWKLQ RQH WR ILYH \HDEV RU UHSOD  
8 WKLW ZDV GRQH EDFN LQ WKHUH ZHUH \HDEV SUL  
9 FRPSRQHQWV IRU WKHP WR JLYH P\ FOLHQW QRWLFH  
10 RSSRUWXQLW\ WR LQVSHFW DQG PDNH D GHFLVLRQ D  
11 UHSDLU LI LQGHHG P\ FOLHQW IHOW WKDW WKRVH ZH  
12 WHUPV RI WKH VHWWOHPHQW DJUHHPHQW RU E\ VWD  
13 156 UHTXLUHV WKH FODLPDQW WR JLYH  
14 UHTXLUHV QRWLFH 156 UHTXLUHV WKH FO  
15 GR DQ LQVSHFWLRQ RI WKH DOOHJHG LVVXHV DQG 15  
16 ULJKW RI P\ FOLHQWV WR PDNH D GHWHUPLQDWLRQ D  
17 DIWHU WKH\ GR WKHLU LQVSHFWLRQ WR PDNH D GHF  
18 WR UHSDLU ,Q DOO RI WKH LQVWDQFHV IRU WKHVH  
19 GR ZLWK XQLW HYHU\WKLQJ KDYLQJ WR GR ZLWK  
20 FRPSRQHQW WKDW KDV DOUHDG\ EHHQ UHPRYHG DQG  
21 FODLP DOO RI WKRVH FRPSOHWHO\ GLVUHJDUGHG W  
22 <RXU +RQRU WR P\ FOLHQW LI IRU \RX WR JUDQW VX  
23 SDUWLFXODU LVVXHV EHFDXVH WKHUH LV QR MXVWL  
24 VXSSRUW DQ DUJXPHQW DV WR ZK\ WKH\ FDQ FRPSOH  
25 UHTXLUHPHQWV 7KH\ GLGQuW SURYLGH P\ FOLHQW

1 VDLG WR WKLV &RXUW WRGD\ LV WKDW WKDWuV DOO  
2 SKRWRJUDSKV 0U %URZQuV H[SHUWV FDQ WDON WR  
3 WDNH GHSRVLWLRQV RI WKH SHRSOH ZKR GLG WKH U  
4 <RXU +RQRU LV WKDW WKH VWDWXWH VD\ V P\ FOLHQ  
5 GHWHUPLQDWLRQ DV WR ZKHWKHU RU QRW LW LV JRI  
6 QHYHU EH JLYHQ EDFN WR P\ FOLHQW 7KH\ WRRN W  
7 RQO\ UHPHG\ LV IRU WKLV &RXUW WR JUDQW VXPPDU  
8 FDWHJRULHV DOO RI WKH GHIHFWV WKDW DUH DOOH  
9 PHFKDQLFDO SLSLQJ FRPSRQHQW WKDW KDV DOUHDG  
10 \$QG DJDLQ <RXU +RQRU ZHuYH DVNHG IRU WKHP WR  
11 WRGD\ WKHUH LVQuW D VLQJOH ZRUG LQ WKH RSSRVI  
12 .HQW WKHLU PHFKDQLFDO H[SHUW DV WR ZKHUH WK  
13 ZHUH VDYHG ZKHWKHU DQ\ GRFXPHQDWLRQ ZDV WD  
14 6R HYHQ LI WKLV &RXUW ZHUH WR VD\ v:HO  
15 H[SHFW y LQVSHFW WKHP w 7KHUHuV EHHQ QR HYLGI  
16 \H DU RI DVNLQJ DQG QR HYLGHQFH SURYLGHG WR WK  
17 H[LVW 7KH VDPH WKLQJ IRU WKH VHZHU UHSDLUV <  
18 DUH WKH\" 'LG \RX VDYH WKH FRPSRQHQWV\" 7KH RQ  
19 UHJDUG WR WKRVH WKUHH HOHPHQWV RI 3ODLQWLIU  
20 JUDQW RXU PRWLRQ IRU VXPPDU\ MXGJPHQW 1RZ R  
21 VXPPDU\ MXGJPHQW DV WR WKHLU QRWLFH LQ LWV H  
22 VXFK DQ HJUHLRXV GLVUHJDUG IRU ZKDW \$% UHT  
23 EXW IRU WKH &RXUW WR VHQG WKHP EDFN WR WKH G  
24 DWWHPSW WR JLYH D SURSHU QRWLFH 7KDWuV WKH  
25 :KDWuV VXUSULVLQJ LV WKDW DW WKH WLP

1 ZHUH WZR VHSDUDWH ODZ ILUPV UHSUHVHQWLQJ WKH  
2 ILUP RXW RI &DOLIRUQLD DQG WKHQ DOVR WKHUH ZD  
3 6RQJ DQG \*UXFKRZ , ZDV IDPLOLDU ZLWK 0U /HDFK  
4 )HLQEHUJ \*UDQW \$QG WKH\ JDYH QRWLFH <RXU +R  
5 \$% UHTXLUHG +RZ GR ZH NQRZ WKH\ NQHZ WKDW"  
6 KDG WR WU\ WR JHW LW LQ RQ WKDW ODVW GD\ RI W  
7 WKDW WKHUH ZDV VRPHWKLQJ RXW WKHUH WKDW UHT  
8 XQGHU WKDW GHDGOLQH WKH\ NQHZ WKDW \$% UHT  
9 IURP D UHSUHVHQWDWLYH RI WKH ERDUG ZKLFK WKH  
10 WKH YHU\ VSHFLILF ODQJXDJH RI \$% 7KH +2\$ VSH  
11 DERXW) LWUW HW FLD WKH DQG PDNHV WZR DUJXPHQWV 2QH  
12 FOLHQWV KDYH ZDLYHG WKH ULJKW WR UDLVH DQ RE  
13 ZDVQuW GRQH EDFN GXULQJ WKH &KDSWHU SURFHV  
14 VRPHWKLQJ SULRU WR ILOLQJ RXU GHFODUDWRU\ UH  
15 3ODLQWLIIV LQ WKHLU RSSRVLWLRQ RSHQHGH WKH GR  
16 UHIHUHQFH WR ZKDW RFFXUUHG GXULQJ WKH PHGLDV  
17 RSSRVLWLRQ WKH\ VDLG v:HOO WKH\ GLGQuW DWWH  
18 7KH\ RSHQHGH WKDW GRRU <RXU +RQRU \$QG ,uP JRO  
19 &KDSWHU UHVSQRVH WKHUH LV D VHFWRU WKDW V  
20 ZURQJ ZLWK WKH QRWLFH ,Q P\ PRWLRQ , VDLG LWu  
21 ,uP JRQQD WHOO \RX LV WKDW ,uP JRQQD UHSUHVHQV  
22 WR ZKDW SODLQWLIIVuV VDLG EXW ZKDW , NQRZ ZKDW  
23 7+( &2857 <RX NHHS FDOOLQJ WKHP 3ODLQWLIIV  
24 05 %52:1 , NQRZ , GLG WKDW :KDW WKH +2\$ y  
25 7+( &2857 <RXuUH y



1           05 %52:1           GLG  
2           7+( &2857           RQ WKH 3 VLGH RI WKH 9 y  
3           05 %52:1           , NQRZ  
4           7+( &2857           0U %URZQ  
5           05 %52:1   7KDQN \RX <RXU +RQRU   7KH +2\$  
6 ZDV GRQH GXULQJ WKH &KDSWHU   SURFHVV DQG WK  
7 +RQRU   ,W ZDV UDLVHG DV SDUW RI WKH UHVSROVH  
8 ZDV UDLVHG GXULQJ WKH PHGLDWLRQ   \$QG <RXU +R  
9 VSHFLILFDOO\ DVNHG IRU LQIRUPDWLRQ IURP WKHP Z  
10 SUREOHPV ZLWK WKHLU &KDSWHU   QRWLFH DQG ZH  
11 GHFODUDWRU\ UHOLHI DFWLRQ WKDWuV RXU WKLVG R  
12 &KDSWHU   DQG LW VSHFLILFDOO\ VD\V LQ RXU GHF  
13 IDLOHG WR FRPSO\ ZLWK ZKDW \$%   UHTXLUHG WKHP  
14 LGHQWLILFDWLRQV RI GHIHFWV   GDPDJHV DQG LQMXU  
15           7KH XQGLVSWXWHG PDWHULDO IDFWV ZLWK UH  
16 PRWLRQ LV WKDW WKH QRWLFH GRHV QRW JLYH D OR  
17 DQG RU LQMXU\ LQ HDFK XQLW   ,W GRHV QRW   7KH  
18 FRUURVLRQ GDPDJH WR QDLO IUDPLQJ FRPSRQHQWV  
19 EORFNLQJV QRW LQVWDOOHG DV UHTXLUHG LQ WZR C  
20 NQRZ EXW ZKLFK ZH GLGQuW NQRZ ZKHQ ZH UHFHLYH  
21 WKH QRWLFH EHLQJ LVVXHG   2PDU +LQGL\HK RQH RI  
22 'HFHPEHU DQG -DQXDU\ SULRU WR WKH LVVXDQFH RI  
23 FRPSDQ\ LQVSHFWHG ILIWHHQ XQLWV   1RZ ZKHWKHU  
24 VXIILFLHQW LQ D SURMHFW WKH VLJH RI WKLV RQH ZI  
25 KXQGUHGV RI XQLWV LV DQRWKHU LVVXH <RXU +RQR

1 DQ DIILGDYLW VDLG WKDW RI WKH ILIWHHQ XQLWV LG  
2 H[WUDSRODWH D VHYHQW\ VL[ SHUFHQW RFFXUUHQFH  
3 SHUFHQW RFFXUUHQFH UDWI RI WKH ODFN RI ILUH E  
4 WKHQ KH GRHVQW JLYH DQ\ SHUFHQWDJH ZKDWVRY  
5 EORFNLQJ PDWHULDORV LQ WKH VWHHO VWXG IUDPLQJ  
6 DV LW VKRXOG KDYH EHHQ GRQH :HOO QXPEHU RQH  
7 ZDV LQFOXGHG LQ WKH \$% QRWLFH \$% VSHFLILF  
8 SRUWLRQ RI WKH VWDWXWH \$QG WKLV LV ([KLELW  
9 DERXW 156 RQ SDJH <RXU +RQRU \RXUOO VH  
10 ZKDW W\SH RI GHWDLO ZDV WR EH SURYLGHG WKHUH  
11 WKDW ZHUH VSHFLILFDOO\ UHPRYHG \$QG ,uP UHIHU  
12 VXEYHFWLRQ WKUHH ZKLFK VD\V WKDW D QRWLFH ED  
13 UHSUHVHQWDWLYH VDPORH PD\EH XVHG 7KDW LV W  
14 ORQJHU H[LVWV <RXU +RQRU <RX FDQQRW UHO\ XS  
15 UHSUHVHQWDWLYH VDPORH LQ \RXU QRWLFH XQGHU S  
16 \*RLQJ EDFN: HVWSDUN ZKHUH WKH +2\$ VD\V V  
17 :HVWSDUN DQG IRU WKH SUHPLVH WKDW \RX FDQQRW  
18 +RQRU \RXUOO UHFDOO :HVWSDUN :KDW ZDV DEVXU  
19 DEVXUG y WKH 6XSUHPH &RXUW GHWHUPLQHG WKDW  
20 ZKLFK KDG EHHQ RFFXSLHG IRU VHYHQ \HUV DV DQ  
21 QRW EH FODVVLILHG DV QHZ XQGHU WKH GHILQLWLRQ  
22 WKDWuV ZK\ WKDW 'LVWULFW &RXUW GHFLVLRQ ZDV I  
23 %XW :HVWSDUN VSHFLILFDOO\ VD\V WKDW ZKHUH WKH  
24 XQDPXLJRXV WKH &RXUWV DUH QRW SHUPLWWHG WR  
25 ZKHQ GHWHUPLQLQJ LWV PHDQLQJ \$QG VR ZKHQ \RX

1 +RQRU y DQG WKLW DJDLQ LV EDFN WR ([KLELW ZKD  
2 y 156 VXE VHFWRQ VXE VHFWRQ % y WKLW  
3 H[KLELW WKDW , SURYLGHG WR \RX  
4 7+( &2857 ,uP WKHUH  
5 05 %52:1 WRRN RXW ZKDW ZDV WKH UHDFWRQ  
6 ZDV WKH EDV LUVW ~~WKLW~~ V,LRQ DQG SXW LQ WKDW W  
7 LGHQWL\ LQ VSHFLILF GHWDLO HDFK GHIHFW GDPDJ  
8 DSSXUWHQDQFH WKDW LV WKH VXE MFW RI WKH FOD  
9 H[DFW ORFDWLRQ RI HDFK VXFK GHIHFW GDPDJH DQ  
10 RI WKLQJV WKDW WKH +2\$ EULQJV XS LQ WKHLU RSS  
11 WKH EXLOGHUV RI LQVHUWLQJ XQLW LQ WKH GHILQLV  
12 RI UHVLGHQFH XQGHU 156 UHVLGHQFH PHDQV D  
13 WKH LQGLYLGXDO XQLWV LV WUDQVIHUHG WR WKH  
14 UHVLGHQFHV LQFOXGLQJ D XQLW <RXU +RQRU \$QG  
15 KDYH LGHQWLILHG LQ VSHFLILF GHWDLO HDFK GHIHF  
16 UHVLGHQFH RU DSSXUWHQDQFH WKDW LV WKH VXE M  
17 OLPLWDWLRQ WKH H[DFW ORFDWLRQ RI HDFK VXFK G  
18 ,Q WKH &KDSWHU QRWLFH ZH ILUVW KDYH W  
19 WKH &KDSWHU QRWLFH 1RZ WKH\ DOOHJH WKDW  
20 GHVLJQ GHILFLHQF\ 1RZ <RXU +RQRU , NQRZ WKDW  
21 WKDW" %HFDXVH DERXW D PRQWK DJR WKH +2\$ WUL  
22 QRWLFH ZKLFK WKH\ ZLWKGUHZ IRU GLIIHUHQW ZLQG  
23 SDUWLFXODU LVVXH 7KH\ WULHG WR JLYH D &KDSW  
24 ZLQGRZ LVVXH EXW WKDW ZDV VR IDU EH\RQG WKH R  
25 WKH\ ZLWKGUHZ WKDW %XW \RXuYH JRW FODLPV WK

1 ZDWHU LQWUXVLRQ \$QG LQ WKH &KDSWHU QRWLF  
2 FRQVHTXHQFH RI WKLV GHILFLHQF\ ZDWHU WKDW VKF  
3 WKH EXLOGGLQJ KDV EHHQ HQWHULQJ WKH PHWDO IUD  
4 ZDOO DQG IORRU DVVHPEOLHV LQFOXGLQJ WKH FXUE  
5 LV FDXVLQJ FRUURVLRQ GDPDJH WR WKH PHWDO SDU  
6 DVVHPEOLHV w 6R WKHLU QRWLFH y DQG WKLV LV y  
7 7+( &2857 %XW \RXuUH y  
8 05 %52:1 ([KLELW  
9 7+( &2857 ([KLELW SDJH "  
10 05 %52:1 3DJH  
11 7+( &2857 3DJH  
12 05 %52:1 \$W WKH WRS RI SDJH \RXuOO VHH  
13 SDUDJUDSK LQ WKH IRXUWK OLQH WKH QRWLFH VSHF  
14 :H NQRZ WKDW 0U +LQGL\HK LQ KLV SRVW QRWLFH D  
15 WKDW vRK ZHOO , ZHQW RXW DQG , LQVSHFWHG ILIW  
16 DQG KXQGUHGV RI XQLWV DQG RI WKRVH XQLWV ZH E  
17 VHYHQW\ VL[ SHUFHQW RI WKHP w 1RZ ZH DOUHDG\  
18 DOORZ WKHP WR GR WKDW EXW ZKDW WKH VWDWXWH  
19 VSHFLILF GHWDLO HDFK GHIHFW GDPDJH DQG LQMXUV  
20 ZLWKRXW OLPLWDWLRQ WKH H[DFW ORFDWLRQ 6R V  
21 GHFLGHG LW ZDV JRLQJ WR PDNH D FODLP IRU FRUUR  
22 VSHFLILF GHWDLO ZKHUH WKDW FRUURVLRQ GDPDJH  
23 OLPLWDWLRQ WKH H[DFW ORFDWLRQ DQG WKH\GLG C  
24 7KH QRWLFH LV QRW LQ FRPSOLDQFH ZLWK W  
25 \$% 7KH +2\$ FRQWHQGV WKDW ZH PXVW FKDOOHQJ

1 ZURQJ ZLWK WKH QRWLFH DQG WKDWuV ZKDW ZHuYH  
2 XS WR ZKDW WKH VWDWXWH UHTXLUHV 6R IRU XQLV  
3 WKHLU QRWLFH RQ SRVW QRWLFH DIILGDYLVV IURP 0  
4 WKDW D VHYHQW\ VL[ SHUFHQW UDW EDVHG XSRQ IL  
5 SHUFHQWDJH EHFDXVH LW JLYHV QRQH DV WR RQH R  
6 VRPHKRZ VSHFLILF HQRXJK WR VDWLV\ WKDW SRUWL  
7 RI WKH QRWLFH LV FRPSOHWHO\ QRQ FRPSOLDQW ZLV  
8 VHQG WKHP EDFN WR VWDUW DJDLQ  
9 7KH UHVLGHQWLDO ILUH EORFNLQJ :H WDOM  
10 UHO\ XSRQ WKDW \$JDLQ WKDWuV ZKDW WKH\ IRXQG  
11 DOOHJHGO\ LQ WKRVH ILIWHHQ XQLWV :H DOUHDG\  
12 WKH\uYH JLYHQ DEVROXWHO\ QR LQIRUPDWLRQ RQ W  
13 RXU UHTXHVWLQJ WKDW DQG VR WKH\ VKRXOG EH VH  
14 VXPPDULO\ UXOH LQ P\ FOLHQWuV IDYRU ZLWK UHJD  
15 WR JLYH LQIRUPDWLRQ EXW WKDW VKRXOG EH RXW R  
16 ZLWK UHJDUG WR WKH PHFKDQLFDO URRP SLSLQJ DV  
17 KDV DOUHDG\ UHSDLUHG LW VKRXOG EH RXW RI WKH  
18 ZKDW \RX GRQuW KDYH y WKH\ VD\ RK WKHUHuV SOH  
19 SKRWRJUDSKV DQG WKHUHuV D FKDUW EXW ZKHQ \RX  
20 SURYLGHG E\ WKHLU H[SHUW 0U y E\ y QRW WKHLU  
21 DERXW JHQHUDOLWLHV /RRN WKHUHuV VRPH \HOOR  
22 NQRZ ZKHQ WKH\ VWDUW WR OHDN \RX VKRXOG PD\E  
23 VSHFLILF <RXU +RQRU WKDWuV QRW JLYLQJ P\ FOLH  
24 E\ WKH VWDWXWH 7KH\ DOVR PDNH WKH FODLP y , J  
25 FODLP DOWKRXXJK LWuV QRW LQ WKH QRWLFH WKDW V

1 WKH VWUXFWXUDO LQWHJULW\ RI WKH PHFKDQLFDO  
2 DVSHFWV RI WKH y RI WKH EXLOGGLQJ 7KDWuV QRW  
3 +RQRU DQG \RX NQRZ ,uG VD\ WKH\uUH WLPH EDUU  
4 FODLP EXW LQ DQ\ HYHQW LWuV QRW SDUW RI WKH Q  
5 <RXU +RQRU WKLW &RXUW VKRXOG QRW UHZN  
6 OHWuV QRW EHDW DURXQG WKH EXVK 7KH\uUH VHHN  
7 UHJDUG WR WKH ZLQGRZ FODLPV LQ WKLW FDVH DQG  
8 FDVH DQG \HW WKH\ GRQuW EHOLHYH WKDW WKH\uUH  
9 7KH\ EULQJ WR \RX DIILGDYLVV IURP WKHLU H[SHUW  
10 EHFDXVH ORRN ZKDW ZH ZRXOG KDYH WR VSHQG LQ F  
11 O\ UHVSQRVH LV WKUHH IROG 1XPEHU RQH LI WKH  
12 DVSHFW RI WKH VWDWXWH WKH\ FRXOG KDYH DWWHP  
13 DURXQG IURP WKH OHJLVODWXUH ,Q IDFW WKHUH Z  
14 FKDQJHG WR VRPH H[WHQW EXW WKH\ QHYHU ZHUH S  
15 \$% DW OHDVW IRU WKH QH[W WZR \HDUV  
16 7KH\ VD\ WKDW <RXU +RQRU LW ZRXOG EH X  
17 WKHP WR GR WKH LQVSHFWLRQ WKDW WKH\ EHOLHYH  
18 WKH VWDWXWH EXW LVQuW WKDW ZKDW WKH\uUH VD  
19 7KDW WKH\ FDQ UHO\ XSRQ DQ H[WUDSRODWHG QXPE  
20 WKHUHuV FRUURVLRQ LQ VHYHQW\ VL[ SHUFHQW RI W  
21 ODFN RI ILUH EORFNLQJ LQ VHYHQW\ VL[ SHUFHQW R  
22 SHUFHQWDJH RI ILUH EORFNLQJ LVVXHV KHUH ,I \RX  
23 LQVSHFWLRQ \RX VSHQG WKDW PRQH\ DQG ILJXUH R  
24 SD\ IRU LW RU UHSDLU 6R WKH\ ZDQW WKLW &RXUW  
25 WKH\ ZDQW P\ FOLHQW WR LQFXU WKHVH FRVWV %X

1 WKRVH FRVWV , WKRXJKW WR P\VHOI ZKDW GR ZH KH  
2 SROLWLFDO ILHOG" 7KLQJV ZDQW WR EH GRQH DQG  
3 IDOOLQJ SUHPLVHV DV LI WKLW LV GRQH WKLW LV Z  
4 GRQH WKLW LV ZKDWuV JRQQD KDSSHQ 7ZR H[DPSON  
5 ZKHQ WKH \$IIRUGDEOH &DUH \$FW ZDV EHLQJ SXW  
6 HYHU\RQH WDONHG DERXW VRPHWKLQJ WKDW QHYHU  
7 3ROLWL)DFW VDLG LW ZDV WKH ELJJHVW OLH RI  
8 KHDULQJ WRGD\" :HuUH KHDULQJ WRGD\ WKDW LI WK  
9 WKURXJK y WKH ODVW VWDWHPHQW , KHDUG LV WKDW  
10 ORVH WKHLU FRYHUDJH :H GRQuW NQRZ XQWLO RQH  
11 VHH ZKHWKHU RU QRW VRPHWKLQJ DFWXDOO\ RFFXUV  
12 NQRZ LV WKDW WKDW LV ZKDW KDSSHQV DQG WKDWu  
13 ,uP QRW WU\LQJ WR HTXDWH WKLW FODLP ZLWK WKH  
14 SRWHQWLDO FDUH DFW <RXU +RQRU H[FHSW WR y  
15 7+( &2857 7KDQN \*RG  
16 05 %52:1 VD\ WKLW ([FHSW WR VD\ WKLW W  
17 GRQH ZLWK UHJDUG WR WU\LQJ WR JHW WKLW &RXUW  
18 UHTXLUV WR GLVUHJDUG WKDW WKH VWDWXWH LV  
19 DQ\ QHZ FODLP ZLWK D QRWLFH WKDWuV VSHFLILFDO  
20 GDPDJH WKH LQMXU\ ZLWKRXW OLPLWDWLRQ LQ H[DI  
21 5HVLGHQFH LQFOXGHV WKH GHILQLWLRQ RI D XQLW  
22 7KLW &RXUW KDV QR FKRLFH EXW WR JUDQW RXU PRV  
23 VHH LI WKH\ FDQ GR WKLW ULJKW WKH QH[W WLPH DU  
24 JLYHV \RX WKH ULJKW WR GR WKDW WR GLVPLVV LW  
25 FDVH 1RZ LI \RX FKRRVH WR VWD\ WKH FDVH <RXU

1 WKLQN WKDW \RX VKRXOG VWD\ y , WKLQN \RX VWD\ V  
2 FRXQWHUFODLP , GRQuW EHOLHYH \RX KDYH WR VWD  
3 DFWLRQ LI WKH &RXUW GRHV FKRRVH WR WDNH WKDV  
4 TXHVWLRQV <RXU +RQRU"  
5 7+( &2857 1R  
6 05 %52:1 7KDQN \RX  
7 05 6\$/=\$12 \*RRG PRUQLQJ <RXU +RQRU ,uP  
8 UHDVRQ ZK\ \RX FDQQRW JUDQW WKHLU PRWLRQ RQH  
9 WKHLU PRWLRQ DQG RQH UHDVRQ ZK\ LW ZRXOG EH X  
10 /HW PH VWDUW RXW ZLWK WKH FDQQRW 8VX  
11 D PRWLRQ IRU VXPPDU\ MXGJPHQW EXW XQIRUWXQDW  
12 WKUHH EHFDXVH RI WKH QDWXUH RI WKH DOOHJDWLR  
13 )LUVW RI DOO XQGHU 156 % WKH VWDWXWH  
14 ZLWK ,uOO JR DKHDG DQG UH DG LW LQWR WKH UHFF  
15 VXEWHFWLRQ WZR v,I D FODLPDQW FRPPHQFHV DQ D  
16 VXEWHFWLRQ RU 156 WKH &RXUW VKDOOW XQG  
17 RI WKH DFWLRQ ZRXOG SUHYHQW WKH FODLPDQW IUR  
18 DFWLRQ ZRXOG EH SURFHGXUDOO\ EDUHG E\ WKH V  
19 UHSRVH WKH &RXUW VKDOO VWD\ WKH SURFHGLQJV  
20 SURYLVLRLQV E\ WKH FODLPDQW w 7KLV &RXUW GRHV  
21 ZRXOGQuW XVH VXFK VWURQJ ODQJXDJH ZLWK WKH &  
22 GLVFUHWLRQ y ZLGH GLVFUHWLRQ RQ PDQ\ WKLQJV D  
23 ZKHQ WKH\ VHH ILW EXW KHUH WKH VWDWXWH VDW\ V  
24 UHVROXWLRQ RI WKH &KDSWHU LVVXH w  
25 7+( &2857 7KH RQH WKLQJ WKDW OU %URZQ C



1 \RX FDQ DGGUHV V WKL V 7KDW LI , ZHUH WR DSSO\ W  
2 DSSOLHG KHUH D FRXQWHUFODLP RU D WKLUG SDUW  
3 QRW WR WKH SULPDU\ DFWLRQ ZKLFK LV VHHNLQJ GH  
4 05 6\$/\$12 /HWuV GLVFXVV WKDW IRU D ELW  
5 E\ WKH EXLOGHU ZDV D GHFODUDWRU\ UHOLHI RQ D C  
6 LQYROYLQJ LQGHPQLILFDWLRQ LQWHUSUHWDLRQ R  
7 FRQWUDFW VRPH LQYROYLQJ WKH LQVXIILFLHQF\ RI  
8 &RXUW WRGD\ \$QG WKDWuV ZK\ , GLGQuW XQGHUVW  
9 GLVFXVVLQJ WKH VHWWOHPHQW DJUHHPHQW RU ZKDV  
10 IRXU \HUV DJR EHFDXVH WKDWuV QRW UHDOO\ EHIR  
11 VHWWOHPHQW DJUHHPHQW y DW VRPH SRLQW ZHuOO  
12 LQV DQG RXWV RI LW , WKLQN OLNHO\ EHFDXVH OU %  
13 WKDW VHWWOHPHQW DJUHHPHQW WKDW DQ\ FRQILGH  
14 LQ LW LV OLNHO\ JRQH EHFDXVH KH UDLVHG DQ LVVX  
15 FHUWDLQ DVSHFWV RI LW ,uP JRQQD KDYH WR GLYH  
16 UHVSHFW WR WKDW VHWWOHPHQW DJUHHPHQW %XW  
17 \RX LQ FDPHUD DQG \RX NQRZ WKDW WKH VSHFLILF F  
18 QRW FRYHUHG ZLWKLQ LW RND\" 7KDW PFK LV VLP  
19 GLIIHUHQW LVVXH WKDW UHODWHV LQ WKDW GHFN U  
20 UHOLHI DFWLRQ RQ WKH VXIILFLHQF\ RI &KDSWHU  
21 QXPEHU RI GLIIHUHQW LVVXH DQG WKH NLFNHU LV L  
22 DVNLQJ IRU GDPDJHV DJDLQVW P\ FOLHQW 6R LQ U  
23 ODZVXLW \$QG WKDW JHWV WR P\ VHFRQG SRLQW \$  
24 ZKDW VKRXOG DQG VKRXOG QRW EH VWD\HG  
25 8QGHU 156 VXEWHFWLRQ \$ DQG DJDLQ

1 WKL V PDQ\ WLP HV v1RWLFH LV QRW UHTXLUHG \$XUV  
 2 FRPPHQFLQJ DQ DFWLRQ LI D WKH FRQWUDFWRU V  
 3 SURIHVVLRQDO KDV ILOHG DQ DFWLRQ DJDLQVW WKH  
 4 LQ KHUH VD\LQJ vZHOO EXW WKHUHuV DQ XQZULWWH  
 5 ZKHQ DOO ,uP WU\LQJ OLJWW ~~OLJWW~~ ~~OLJWW~~ WKH LQJ ,uP WU\LQJ  
 6 ZKHWKHU RU QRW WKH LV VXIILFLHQW w 7KH\ GLG  
 7 WKH\ uUH DVNLQJ IRU GDPDJHV DJDLQVW XV 7KDWuV  
 8 ODZVXLW DJDLQVW XV 7KH\ uUH WU\LQJ WR HQIRUFH  
 9 XV ,I WKDWuV WKH FDVH <RXU +RQRU XQGHU VXE  
 10 05 %52:1 <RXU +RQRU y  
 11 05 6\$/\$12 JRHV DZD\ LW y  
 12 05 %52:1 ,uP JRLQJ WR REMHFW y  
 13 05 6\$/\$12 HYDSRUDWHV  
 14 05 %52:1 WR KLV DUJXPHQW LWuV QRZKHU  
 15 7+( &2857 2ND\ :HOO ,uP JRQQD OLVWHQ WR Z  
 16 \RX FRXQVHO DQG , DSSUHFLDWH y  
 17 05 %52:1 7KDQN \RX  
 18 7+( &2857 LI ZH KDG D MXU\ KHUH ,uG EH D  
 19 EXW y  
 20 05 %52:1 , DSSUHFLDWH LW 7KDQN \RX  
 21 7+( &2857 :DLW D PLQXWH \RX VDLG \RX ZHU  
 22 05 6\$/\$12 D  
 23 7+( &2857 1RZ y PD\EH y LV WKDW LQ WKH QH  
 24 RQH VD\ V D WDONV DERXW y H[FHSW y ZHOO VD\  
 25 SURYLGHG LQ VXE VFWLRQ RQH QRWLFH PD\ EH VH

1 VRPHWKLQJ"  
 2 05 6\$/\$12 :H MXVW SULQWHG WKL V RXW 7KLV  
 3 YHUVLRQ ,W KDV DOO WKH \$% y  
 4 7+( &2857 :HOO y  
 5 05 6\$/\$12 y  
 6 7+( &2857 LI LWuV LQ WKH QHZ YHUVLRQ ,u  
 7 2ND\ WKDQN \RX %XW \RX KDG DOUHDG\ ILOHG y  
 8 05 6\$/\$12 :H GLG  
 9 7+( &2857 :HOO ZKDW , PHDQ LV \RX DOUHDG  
 10 QRWLFH EHIRUH WKH\ ILOHG WKH ODZVXLW  
 11 05 6\$/\$12 ,Q WKH ZRUGV RI WKH EXLOGHU V  
 12 FRPSOHWH 7KDW ZDV WKHLU H[FXVH IRU ILOLQJ \$  
 13 UHTXLUHPHQWV ULJKWV DQG UHVSQRVLELOLWLHV HY  
 14 VD\V WKDW RQFH WKH\ VXH XV WKH UHTXLUHPHQWV F  
 15 7+( &2857 :HOO \HDK EXW \RX y QR , WRRN  
 16 %URZQ VDLG LV ZH LQVWLWXWHG WKH GHFN DFWLRQ  
 17 SODFH 6R \RX JX\V ZHUH IDU EH\RQG WKH QRWLFH  
 18 05 6\$/\$12 <HV  
 19 7+( &2857 ULJKW"  
 20 05 6\$/\$12 <HV  
 21 7+( &2857 6R DV IDU DV WKH QRWLFH LV  
 22 PHDQ \RX y  
 23 05 6\$/\$12 \$QG WKHUHuV QR QHHG WR JR ED  
 24 7+( &2857 :HOO DV IDU DV ZKHWKHU RU QRW  
 25 05 6\$/\$12 :HOO WKHUHuV QR QHHG WR JR E

1 ILOHG DQ DFWLRQ DJDLQVW XV DQG WKH VWDWXWH V  
2 FRQWUDFWRU KDV VXHG XV w 6R ZK\ ZRXOG ZH JR E  
3 WR D QRWLFH ZKHQ ZH<sub>u</sub>YH DOUHDG\ EHHQ VXHG DQG  
4 7+( &2857 :HOO WKH GHFN y WKH SXUSRVH R  
5 IURP ZKDW , XQGHUVWDQG y DQG IRUJLYH PH , KDYH  
6 HQWLUH WKLQJ ZKLFK , SUREDEO\ ZLOO GR DIWHU WH  
7 KRSLQJ WR GHFLGH WKLV LVVXH ZLWKRXW WDNLQJ LV  
8 ZD\ , DP JHWWLQJ RQ WLPH ,<sub>u</sub>YH RQO\ JRW WKUHH G  
9 WKDW ,<sub>u</sub>YH JRWWD ZULWH %XW WKH IDFW LV WKH G  
10 FKDOOHQJLQJ WKH VXIILFLHQF\ RI WKH QRWLFH , PH  
11 05 6\$/\$12 ,Q RQH FDXVH RI DFWLRQ ,Q W  
12 DVNV IRU WKH DSSOLFDWLRQ RI \$% WR WKH y WR V  
13 7+( &2857 5LJKW  
14 05 6\$/\$12 QRWLFH \$QG , KDYH y  
15 7+( &2857 5LJKW  
16 05 6\$/\$12 VHHQ LQVWDQFHV LQ FDVHV DO  
17 ILOH D GHFN UHOLHI DFWLRQ WKDW<sub>u</sub>V QRW UHDOO\ D  
18 DFWLRQ WKH\<sub>u</sub>UH WDNLQJ DERXW LV ZKHQ \RX<sub>u</sub>UH V  
19 UHDVRQ RXWVLGH WKH &KDSWHU QRWLFH  
20 7+( &2857 <HDK OLNH IRU y  
21 05 6\$/\$12 7KH SUREOHP LV y  
22 7+( &2857 H[DP SOH LI \RXU FOLHQW KDG y  
23 KRPHRZQHU DQG GLGQ<sub>u</sub>W SD\ WKH FRVW RI WKH UHS  
24 NLQG RI WKH ZD\ , WDNH LW %XW D FRPSODLQW IRU  
25 VXIILFLHQF\ RI WKH QRWLFH , VHH DV D GLIIHUHQW D

1           05 6\$/\$12 %XW WKH\ VXH XV IRU VSROLDWLRQ  
 2 FRQWUDFW WKH\ VXH XV IRU DQ DSSOLFDWLRQ RI D  
 3 RI D GXW\ WR LGHQWLI\ LQ IRXU VHSDUDWH FDXVHV  
 4 XQUHODWHG WR WKH &KDSWHU QRWLFH LWVHOI 7  
 5 ZDV H[HFXWHG EHWZHHQ WKH +2\$ DQG WKH EXLOGHU  
 6 VHWWOHPHQW DQG WKH\ DVNHG IRU GDPDJHV \$QG V  
 7 GHFODUDWRU\ UHOLHI RQ WKH VXIILFLHQF\ RI WKH &  
 8 GLVDJUHH <RXU +RQRU , GRQUW WKLQN WKDW \RX V  
 9 VXIILFLHQF\ RI D &KDSWHU WKURXJK D GHFN UHOL  
 10 UHDVRQLQJ EHKLQG ZK\ FRXUWV KDYH UXOHG WKDW  
 11 VXEVFHWLRQ WKDW HVVHQWLDOO\ WDNHV \RX RXW  
 12           7+( &2857 3UREDEO\ EHFDXVH y ZHOO RI FRX  
 13 FKDQJHG WKH QXPEHULQJ IURP VL[ WR IRXU  
 14           05 6\$/\$12 <HV  
 15           7+( &2857 2ND\ 1HYHU PLQG , ZDV JRQQD V  
 16 EHHQ VXEWHFWHG WR QXPEHU IRXU \HW y  
 17           05 6\$/\$12 <RX NQRZ y  
 18           7+( &2857 EXW ZH KDYH RQ VL[ VR y  
 19           05 6\$/\$12 \RX JDYH PH D OLWWOH ELW RI  
 20 EHFDXVH DV , JR WKURXJK WKHVH &KDSWHU uV , KD  
 21 DURXQG P\ RIILFH DQG VRPHWLPHV , SXOO RXW WKDV  
 22 DQG ,uP OLNH ZDLW D VHFRQG WKLV LV WKH ROG YH  
 23 RI &KDSWHU ZH KDYH WKDW ZH VKRXOG WKLQN >LG  
 24 RQH  
 25           6HWWLQJ DVLGH WKRVH WZR LVVXH 1XPEH

1 VD\V VKDOO y VKDOO VWD\ EHFDXVH RI WKH VWDWXW  
2 JLYHV \RX WKH ULJKW WR HVVHQWLDOO\ WXUQ RII &K  
3 SDVW \$V P\ y DV FRXQVHO VR HORTXHQWO\ VWDWHQ  
4 SDVW DQ\PRUH w /HWuV SXW LW EHKLQG XV DQG JR  
5 GLVFXVV KRZHYHU VRPH RI WKH PHULWV RI WKH DFW  
6 ZKHWKHU RU QRW RXU &KDSWHU QRWLFH VDWLVILH  
7 FOHDUO\ WKHUHuV D GLVDJUHHPHQW EHWZHHQ WKH  
8 HIIHFW RI WKH UHTXLUHPHQWV RI \$% DUH , ZRXO  
9 WKDW , MXVW IODW GLVDJUHH ZLWK DQ\ QRWLRQ WK  
10 XQGHUVWDQG WKDW WKH QRWLFH UHTXLUHPHQWV WH  
11 GRQH LQ WKH QRWLFH KDYH EHHQ UHPRYHG DQG , NO  
12 D y RU E ZDV FKDQJHG DQG LW NLQG RI ORRN  
13 , KDYH D SUREOHP ZLWK WKDW EODQNHV VWDWHPHQ  
14 H[WUDSRODWLRQ LQ D &KDSWHU QRWLFH LV EHFDX  
15 WKH\ FRXOG KDYH VDLG LW LQ RQH VHQQWHQFH ([WU  
16 VDPSOLQJ ZLOO QRW EH XVHG WR VDWLVI\ \RXU UHT  
17 >LQGHFLSKHUDEOH@ HW VHT 7KH\ FRXOG KDYH  
18 WKLQN LWuV LPSRUWDQW WR NQRZ ZK\ WKH\ ZRXOGQ  
19 EHFDXVH WKHUH DUH LQVWDQFHV ZKHUH ZLWKRXW L  
20 GHDG OHWWHU  
21 ,Q WKH FDVH RI P\ FOLHQWV ZH KDYH XQL  
22 XQLWV LQ D y LQ D KLJK ULVH DQG WKH EXLOGHUV H  
23 GHIHFW /HW PH H[SODLQ ZKDW EOXH WDSLQJ LV ,V  
24 GHVFULEH VRPHWKLQJ ,uYH EHHQ DVNHG WR GR D IH  
25 VRPH RGG \HUV , ZDV ERUQ DQG UDLVHG KHUH LQ

1 DOO RYHU WKH WRZQ \$QG RQ RFFDVLRQ ZKHQ RQH  
2 QHZ KRXVH WKH\ FDOO PH WKH\ VD\ 6HUJ \RX GR FR  
3 \RX FRPH RYHU DQG ORRN DW P\ KRXVH LQ D ZDON W  
4 VLJQ RII RQ DQ\WKLQJ ZLWK WKH EXLOGHU XQWLO ,u  
5 VRPH VHFUHW NQRZOHGJH DERXW KRZ D KRXVH VKRX  
6 NQRZ EXW WKH\ LQYLWH PH RYHU XVXDOO\ WKH\ JLY  
7 LQYDULDEO\ ZKHQ \RX DUULYH \RX JHW y \RX JHW WK  
8 NQRZ WKH W\SH WKDW WKH SDLQWHUV XVH ZKHQ WK  
9 VWXII EXW LW GRHVQuW OHDYH DQ\ RI WKH UHVLGXH  
10 \RXuUH GRLQJ WKHVH ZDON WKURXJKV \$QG WKH\ y  
11 DQG VWLFN LW ZKHUHYHU \RX VHH D SUREOHP 2K \  
12 DOO WKH ZD\ XS LQWR WKH FRUQHU EOXH WDSH FU  
13 RI WKH VLQN EOXH WDSH QR KRW ZDWHU EOXH WDS  
14 :HOO VRPHWLPHV \RX JHW OXFN\ 6RPHWLPHV WKHV  
15 DQG WKHUHuV YHU\ IHZ SUREOHPV DQG YHU\ IHZ SLH  
16 WKRVH H[SHULHQFHV <RXU +RQRU ZKHUH VRPHWLP  
17 IXOO RI EOXH WDSH LWuV DOO RYHU WKH SODFH \$O  
18 OLNH D OLWWOH VFUDWFK KHUH RU D OLWWOH EXPS  
19 ZH JRW WLOH KHUH DQG ZH SDLG IRU ZRRG IORRULQ  
20 LV WKHUH WLOH KHUH" 6RPHWLPHV WKHUHuV VHULR  
21 :HOO WKH UHDVRQ ZK\ , EULQJ XS EOXH WDS  
22 \RX LQGXOJLQJ PH RQ WKLW EXW WKH EXLOGHUuV LC  
23 KRPHRZQHUV KDYH WR EOXH WDSH HDFK DQG HYHU\  
24 ,I \RX JRW D WKRXVDQG KRPHV \RX JRWWD ZDON D W  
25 HYHU\ VLQJOH GHIHFW LQ WKDW KRXVH DQG KRPHV

1 WKDWuV LQFRUUHFW ,I \RX ORRN DW 156 E LW  
2 GHWDLO HDFK GHIHFW GDPDJH DQG LQMXU\ WR HDFK  
3 VXEMHFW RI WKLV y RI WKH FODLP LQFOXGLQJ ZLWK  
4 HDFK VXFK GHIHFW GDPDJH DQG LQMXU\ w ,W GRHV  
5 GHIHFW LQ HDFK KRPH ZLWK WKH H[DFW ORFDWLRQ L  
6 WKLV LV ZKHUH 0U y ZKHUH FRXQVHO IRU WKH EXLO  
7 7KHUHuV QR y ZH GRQuW FDUH DERXW XQLWV RU UHV  
8 WKH\uUH LQWHUFKDQJHDEOH ZLWKLQ WKH VWDWXWH  
9 HDFK XQLW WR WKH HQG RI VXEVFHWLRQ % WR UHTX  
10 GHIHFW LQ HYHU\ VLQJOH KRPH , GRQuW WKLQN WK  
11 +RQRU , WKLQN WKDW LI \RX EOXH WDSH D SDUWLF  
12 QH[W WKRXVDQG KRPHV LQ WKH H[DFW VDPH ORFDWL  
13 XQGHU WKLV VWDWXWH 1RZ \RX FRXOG FDOO LW U  
14 LW H[WUDSRODWLRQ \RX FDQ FDOO LW ZKDWHYHU \R  
15 EHFDXVH \RX KDYH LGHQWLILHG WKH H[DFW ORFDWL  
16 VLQJOH KRPH \$QG WKH UHDVRQ ZK\ , JR WKURXJK W  
17 ZKDW ZH GLG LQ RXU &KDSWHU QRWLFH  
18 )RU LQVWDQFH ZLWK WKH ZLQGRZV ZH DOOH  
19 GDPDJHG VLOO SODWH LQ WKH ZLQGRZ DVVHPEOV \$  
20 WKDW OLWWOH SDUDJUDSK WKDWuV LQFOXGHG LQ W  
21 XQGHUVWDQG ZKDW D PLVVLQJ VLOO SODWH LV \RX N  
22 PLVVLQJ IURP LQ HDFK DQG HYHU\ XQLW ,WuV QRW  
23 IRXQG LQ WKH ZLQGRZ LQ WKH VFHRQG XQLW LWuV  
24 WKH ERWRP RI HYHU\ PHWDO IUDPLQJ DURXQG HDFK  
25 JRQQD JR WR D XQLW DQG VD\ KH\ WKHUHuV D PLVV



1 ZDVKLQJ PDFKLQH URRP RU OHWuV JR ORRN XQGHU W  
2 WR VHH LI WKHUHuV D PLVVLQJ VLOO SODWH 1R ,V  
3 XQLW 0HDQLQJ RQFH \RX GHILQH WKH GHIHFW DQG  
4 \RX ORFDWH y \RX ORFDWH LW \RX ORFDOLJH LW LQ  
5 LI \RXuOO UHDG WKH DFWXDO ZRUGV RI E WKDW  
6 ZHuYH JLYHQ WKH H[DFW ORFDWLRQ ,Q RWKHU ZRU  
7 ZDON LQ ZLWK WKDW VKRUW GHVFULSWLRQ DQG JR U  
8 RQH RI WKH XQLWV  
9 7+( &2857 &DQ , DVN \RX WKLV" \*RLQJ GRZQ  
10 LW DOVR UHTXLUHV v7KDW WKHUH EH D VLJQH  
11 RZQHU RI D UHVLGHQFH RU DSSXUWHQDQFH LQ WKH  
12 YHULILHV WKDW HDFK VXFK GHIHFW GDPDJH DQG LQ  
13 H[LVVV LQ WKH UHVLGHQFH RU DSSXUWHQDQFH RZQH  
14 05 6\$/\$12 7KHQ WKH QH[W VHQWHQFH WRR  
15 7+( &2857 <HV 5LJKW v\$QG LI WKH QRWLFH  
16 KRPHRZQHUV DVVRFLDWLRQ WKH VWDWHPHQW UHTXL  
17 RI SHUMXU\ E\ D ERDUG PHPEHU RI WKH H[FXWLYH  
18 DVVRFLDWLRQ w  
19 05 6\$/\$12 \$QG LW ZDV  
20 7+( &2857 2ND\  
21 05 6\$/\$12 7KH +2\$ y WKH +2\$ ERDUG VLJQH  
22 7+( &2857 6R , WDNH LW WKDW WKLV VLOO S  
23 DERXW LV DQ +2\$ LVVXH LW LV QRW D XQLW LVVXH"  
24 05 6\$/\$12 :KHWKHU LWuV LQ WKH FRPPRQ D  
25 LQ WKH FRPPRQ DUHDV

1 7+( &2857 2ND\ \$OO ULJKW  
2 05 6\$/\$12 \$QG LWuV LQ WKH VDPH y LWuV WKH  
3 GDPDJHV LVVXH LQ WKH H[DFW VDPH SODFH LQ HYHU  
4 KHUHuV ZKDW , ILQG SDUWLFXODUO\ WURXEOLQJ DER  
5 SUREOHP 7KH\ KDYH WKH)ENUVH/QJWVLOV LQQG HRG  
6 DV , XQGHUVWDQG 7KH\ KDYH WKH EXUGHQ WR H[SC  
7 SUREOHPV DUH ZLWK RXU &KDSWHU QRWLFH +HUH  
8 WKLW ZLQGRZ LVVXH /HW PH UH DG WKLW LQWR WKH  
9 WR v7KH SXUSRVH RI UHTXLULQJ D FODLPDQW WR  
10 DQ DOOHJHG GHIHFW LV WR DOORZ D FRQWUDFWRU V  
11 ULJKW WKHUH RQ SDJH OLQHV WR 7KH\uUH D  
12 GLGQuW JLYH DQ H[DFW HQRXJK GHVFULSWLRQ RI WK  
13 WKH\ FDQuW GR DQ LQVSHFWLRQ +HUHuV WKH LVVX  
14 LW DQ\ZD\ LWuV LQVLGH WKH ZLQGRZ UDLQLQJ <RX  
15 VHH ZKDWuV PLVVLQJ ,WuV WKH VDPH SUREOHP ZLW  
16 LQVSHFW WKDW ILUH EORFNLQJ EHFDXVH LWuV EHKLC  
17 GU\ZDOO RII WR JHW EDFN WKHUH WR VHH ZKHUH LW  
18 EHFDXVH KH ZDV GRLQJ VRPH SUH OLWLJDWLRQ ZRUN  
19 &KDSWHU QRWLFH DV WKH EXLOGHU KDV DOOHJHG  
20 OHDNLQJ LQ D XQLW DQG WKH +2\$ WKDW ZDV VLWWLC  
21 NQRZ \RX IURP WKH SUHYLRXV OLWLJDWLRQ ZRXOG  
22 WKLW"w 2PDU VDLG v6XUH +HUHuV P\ y KHUHuV ZK  
23 KH FDPH RXW DQG ORRNHG DW LW DQG IRXQG WKH S  
24 WKH +2\$ ERDUG \$QG WKHQ RWKHU XQLWV OHDNHG D  
25 D ORRN DW WKRVH WRR w \$QG LWuV WKH DFFXPXODV

1 &KDSWHU WR VWDUW EHLQJ FRQVLGHUHG 1RZ , K  
2 WRGD\ ZKHWKHU RU QRW WKH VDPH +2\$ ERDUG WKDW  
3 0U %URZQ KH ZDV WKH DWWRUQH\ EDFN WKHQ LQ  
4 GRQuW NQRZ LI WKDWuV WKH VDPH ERDUG )RU DOO  
5 SHRSOH ,uP QRW VXUH ZK\ KH VSHQW VR PXFK WLP  
6 EHFDXVH ZKDW WKH\ NQRZ UHDOO\ LV LPPDWHULDO V  
7 DUH YDOLG EXW WKHUH KDV EHHQ VRPH LQYHVWLJD  
8 PXOWLSOH XQLWV :K\ " %HFDXVH ZH VHH WKLV LVV  
9 1RZ ZLWK UHJDUGV WR WKH y WR WKH PHFKD  
10 ZKR y ,uP VRUU\ EXW \RX NQRZ KLP <RX SUREDEO\  
11 KLP WKDQ \RX HYHU FDUHG WR DV DQ H[SHUW +H ZU  
12 YHU\ GHWDLOHG LW LQFOXGHV SKRWRJUDSKV LW LO  
13 GHIHFWV 7KDWuV D UHSRUW WKDW , ZRXOG SXW KL  
14 DQG FURVV H[DP y RU GLUHFV H[DPLQDWLRQ GLUHFW  
15 UHSRUW ,WuV D WULDO UHSRUW LW LV IDU PRUH W  
16 &KDSWHU ,Q RWKHU ZRUGV LI WKDW UHSRUW LV  
17 PHDQ y DQG , WKLQN LW LV LW FHUWDLQO\ RXJKW W  
18 RQ LW , PHDQ ZKDW NLQG RI D ZRUOG GR ZH OLY  
19 WR SURGXFH D EHWWHU UHSRUW IRU &KDSWHU WK  
20 WULDO 7KDW PDNHV QR VHQVH WR PH <RXU +RQRU  
21 KHDG 6R 5DQG\ .HQWuV WULDO UHSRUW PHDQLQJ y  
22 DW WKH WLP RI WULDO LW VKRXOG EH VXIILFLHQW  
23 RI WKH VDPH KDFNQH\HG UHF\FOHG DUJXPHQWV WKD  
24 LQVXIILFLHQF\ RI WKH GHVFULSWLRQ y WKH\ DOVR PI  
25 WKH PHFKDQLFDO LVVXHV DQG LW VKRZV \RX WKH\uU

1 DUJXPHQWV ,uP DFWXDOO\ DQDO\JLQJ WKDW VSHFLI  
2 WKLQN LV ZURQJ 7KH\ GR EULQJ XS WKDW RQH SDU  
3 UHSUHVHQWHG LQ WZR SLFWXUHV WKDW WKH\ KDYH  
4 ZKDW WKRVH WZR SLFWXUHV ZHUH WU\LQJ WR VKRZ  
5 VHH WKH YDOYHV EHIRUH WKH\ FDQ PDNH D GHWHUP  
6 ZKDW &KDSWHU UHTXLUHV  
7 -XVW WR EULQJ XV EDFN WR UHDOLW\ &KDSV  
8 DV D VHOI KHOS VWDWXWH VR WKDW KRPHRZQHUV FR  
9 EXLOGHUV WKHQ LQ WKLV HOHFWLRQ WR UHSDLU  
10 UHSDLU , FDOO LW D ULJKW WR EH UHSDLUHG \$QG  
11 VRPHWKLQJ LW ZDV QHYHU LQWHQG HG WR EH &KDS  
12 WKDW WKH EXLOGHUV WKH VXEFRQWUDFWRUV FDQ X  
13 KRPHRZQHU FODLPV WR KDYH WR UXQ WKURXJK LW  
14 LW WR WKH RWKHU VLGH RI WKDW NLOOLQJ ILHOG ZH  
15 ZRQGHUIXO OLWLJDWLRQ ,W ZDV QHYHU LQWHQG HG  
16 LQWHQG HG WR EH D ZLQGRZLQJ SURFHVV WKDW VLIW  
17 ZHDNQHVV RU DQ\WKLQJ LW ZDV VXSSRVHG WR EH D  
18 KRPHRZQHUV VKRXOG JHW WKHLU KRPHV IL[HG \$QG  
19 DQG LW UHPDLQV WKH SXUSRVH RI &KDSWHU GHY  
20 \$QG VR ZKHQ \RX FRPH DFURVV D GHIHFW OL  
21 \RX NQRZ , OLVWHQHG WR FRXQVHO PDNH D QXPEHU  
22 KRZ VRPHKRZ WKH EXLOGHU KDV D ULJKW WR VHH WK  
23 UHSDLUHG WR ZDWFK WKH UHSDLU EHIRUH LWuV UHS  
24 IRUFH P\ FOLHQW WR NHHS WKDW EURNHQ VHZHU SLS  
25 VRPHGD\ P\ FOLHQW GHFLGHV WR EULQJ D &KDSWHU

1 KRUVH SXFN\ <RXU +RQRU WKDWuV QRW WKH ZD\ WI  
2 7+( &2857 :HOO FDQ , y DVN \RX WKLW" 8QG HU  
3 PHDQ LW WDONV DERXW ZKDW KDSSHQV ZKHQHYHU V  
4 ZLOO EH KRQHVW ZLWK \RX , WKLQN WKH WKLQJ WKD  
5 ZKDW LV y , WKLQN DQ HPLQHQW WKUHDW LV VXGGHQ  
6 ZDWHU JXVKLQJ WKURXJK WKH KRXVH ZHOO \RX GRO  
7 QRWLFH EXW , ZRXOG WKLQN HYHQ D SKRQH FDOO WI  
8 WKLW SUREOHP ZHuUH JRQQD %DQG \$LG LW XS WR \  
9 RYHU WKH KRXVH DQG WKHQ RQFH ZH JHW LW VWRSS  
10 WKH \RX NQRZ WKH KRXVH \RX NQRZ WKLQJ VR WK  
11 RI WKH KRXVH WKHQ FRPH ULJKW DZD\ WR ORRN DW  
12 UHSDLUHG DQG LI WKH\ VD\ QR VRUU\ ZHuUH QRW I  
13 \RX KDYH WR JHW LW UHSDLUHG %XW , DP WURXEOH  
14 WR JHW D QRWLFH RXW EHIRUH \RX FDQ HYHQ PDM  
15 y  
16 05 6\$/\$12 /HWuV UHNG WKH ILUVW VHQWHQ  
17 7+( &2857 2ND\  
18 05 6\$/\$12 ,W VD\V v\$ FRQWUDFWRU VXEF  
19 ZULWWHQ QRWLFH RI D FRQVWUXFWLRQ GHIHFW UHV  
20 7+( &2857 5LJKW  
21 05 6\$/\$12 ZRUN SHUIRUPHG E\ WKH FRQW  
22 7+( &2857 5LJKW  
23 05 6\$/\$12 WKDW FUHDWHV D VXSSOLHU y  
24 WKUHDW WR WKH KHDOWK RU VDIHW\ RI WKH LQKDEL  
25 UHVRQDEOH VWHSV WR FXUH LW w 7KDW PHDQV WK

1 KRPB \RX KDYH WR PDNH D y HVVHQWLDOO\ D JXHVV V  
2 y RU DQ H[SHUW GHWHUPLQDWLRQ WKDW WKLV GHIH  
3 FRQWUDFWRUuV ZRUN WKDW LV EH\RQG WKH DELOLW  
4 PRVW +2\$ ERDUGV 7R PDNH D GHWHUPLQDWLRQ DW  
5 VSHZLQJ Udz VHZDJH LQWR WKH EDVHPHQW RI \RXU  
6 DQG FDOFXODWH ZDV WKLV D FRQVWUXFWLRQDO GHI  
7 'LG ZH SXW VRPHWKLQJ RQ WKH SLSH WR FDXVH LW V  
8 VRPH SUHYLRXV UHSDLU WKDW ZH GLG" 7KH VWDWXV  
9 D OLIH VDIHW\ LVVXH DULVHV WKDW D GHFLVLRQ KDV  
10 FDXVHG E\ WKH FRQWUDFWRU YHUVXV VRPH RWKHU F  
11 VDIHW\ LVVXH LV JRQQD FDXVH D ORW RI SHRSOH WR  
12 WLPB WR WU\ DQG ILJXUH LW RXW EDG VWXII LV JRQ  
13 WKLQNLQJ RU WU\LQJ WR FDOO SHRSOH WR FRPH LQ  
14 VWXII WKHUHuV Udz VHZDJH ILOOLQJ RXU EDVHPHQW  
15 DXWRPDWLFDOO\ WKH\ VKXW WKH ZDWHU RII DW WKH  
16 :KHUH LWuV VHZZHU \RX FDQuW VKXW LW RII VR \RX y  
17 <RX KDYH WR FDOO VRPHERG\ LQ WR HVVHQWLDOO\ V  
18 \RX KDYH WR GR LW TXLFNO\ EHFDXVH LWuV Udz VHZZ  
19 6R , KDWB WR EH VR JUDSKLF <RXU +RQRU  
20 7+( &2857 ,WuV D FUDSS\ SUREOHP , WKLQN  
21 05 6\$/=\$12 <HV  
22 7+( &2857 DOO FRXOG VWLSXODWH DERXW  
23 05 6\$/=\$12 \$QG WR EH SHUIHFWO\ KRQHVW  
24 DUJXPHQW EXW y , DSRORJLJH 3HWHU WKDW ZDV WF  
25 7+( &2857 :HOO y EXW WKH WKLQJ LV WKRXJK

1 VR HPLQHQW RI D SUREOHP" ,uP JDWKHULQJ IURP 0U  
2 ZDVQuW WKDW HPLQHQW DQG y , PHDQ ZH GLGQuW K  
3 WKH EDVHPHQW  
4 05 6\$/\$12 1R y  
5 7+( &2857 ULJKW"  
6 05 6\$/\$12 , EHOLHYH ZH GLG \$QG WKH +  
7 XQGHUVWDQG WKH\ KDYH D y WKH\ KDYH D y WKH\ KD  
8 ILGXFLDU\ GXW\ D UHVSQRVLELOLW\ WR PDNH VXUH  
9 NQRZ WR DFW LQ WKHLU EHVW LQWHUHVW \$QG , W  
10 LW QHHGHG WR EH IL[HG y IL[HG LPPHGLDWHO\ , UH  
11 WKRXJKW WKDW XQGHU WKHUH UHPDLQV RQ KRPH  
12 VRPHWKLQJ FRXOG LQ VRPH IXWXUH RU IDVKLRQ LPS  
13 WKDW WKH\ PXVW QRWLI\ WKH EXLOGHU EHIRUH WKH  
14 7+( &2857 %XW WKH VWDWXWH XQIRUWXQDWH  
15 05 6\$/\$12 \$QG VHH ,uP QRW VXUH WKDW LV  
16 y \RXuUH ULJKW \$QG )UDQFLV MXVW UHPLQGHG PH V  
17 DFWXDOO\ FDOOHG WKH ILUH GHSDUWPHQW ZKHQ LW  
18 KROLDG\ \$QG ZKHQ WKH\ FDOOHG WKH ILUH GHSDUW  
19 RXW DQG LW ZDV VRPHWKLQJ WKDW QHHGHG WR EH I  
20 7+( &2857 2ND\  
21 05 6\$/\$12 VR y ,uP WURXEOHG E\ WKLVL  
22 URRI OHDN RQ P\ KRXXVH WKDW , KDYH WR FDOO WKH  
23 ROG DQG , JRWWD FDOO .% +H\ .% FRPH RXW EHFDD  
24 JRQQD JR XS WKHUH IRU D KXQGUHG ILIW\ EXFNV DQ  
25 WKH KRPH WKDW ZDV GDPDJHG IRU ZKDWHYHU UHDFR

1 SRLQW , PD\ GR D &KDSWHU QRWLFH RQ \RX DQG E  
2 DW VRPH SRLQW ZKLFK FRXOG DIIHFW KHDOWK DQG F  
3 LQYLWLQJ \RX WR P\ KRXVH , PHDQ  
4 7+( &2857 %XW XQIRUWXQDWHO\ WKDW y  
5 05 6\$/\$12 LW YLRODWHV y LW YLRODWHV FR  
6 LQWHUSUHWDLRQ RI WKH ODZ , XQGHUVWDQG ZKD  
7 7+( &2857 5LJKW  
8 05 6\$/\$12 DQG , WKLQN WKDW LWuV YHU\  
9 WKLW LV ZKDW VKRXOG KDYH EHHQ GRQH EXW LQ UH  
10 WKLQJV DQG H[SHFW WKDW \RXuUH JRQQD FDOO WKH  
11 WRS RI WKH \RXU PLQG WKLW PD\ ULSHQ LQWR OLWLJ  
12 KDYH WR FDOO WKH EXLOGHU ,WuV MXVW y LW ERJJ  
13 y WKDW ZRXOG EH SHRSOHuV WKLQNLQJ \$QG VR , W  
14 &KDSWHU y RU WKDW LQWHUSUHWDLRQ RI WKH V  
15 LQWHUSUHWDLRQ WKDW WKLW &RXUW SODFHV RQ L  
16 7+( &2857 2ND\  
17 05 6\$/\$12 <RXU +RQRU , MXVW ZDQW WR y  
18 UHFWLI\ D FRXSOH RI WKLQJV WKDW , KHDUG IURP FR  
19 ZKHWKHU RU QRW VLQFH LWuV WKH ERDUG WKDWuV F  
20 VHWWOHG WKH FODLP WKHQ , GRQuW NQRZ LI WKHU  
21 EH VXUSULVHG LI LWuV D FRPSOHWHO\ GLIIHUHQW EF  
22 %URZQ WKLQNV WKDW WKHVH QHZ SHRSOH y LI WKHU  
23 JHH] ZH JRWWD FDOO WKH y ZH JRWWD FDOO WKH EX  
24 VHZHU SLSH EUHDN \$JDLQ , GRQuW WKLQN WKDW W  
25 LQWHUSUHWDLRQ RI WKDW VWDWXWH



1           &RXQVHO IRU WKH EXLOGHU KDV PDGH D ELJ  
 2 ZKHQ \RX KDYH SULRU y SULRU UHSDLUV y LQ IDFW I  
 3 &KDSWHU LI \RX GR D UHSDLU ZLWKRXW QRWLILQJ  
 4 ZDLYHG DQ\ DELOLW\ WR HYHU EULQJ WKDW ODZVXLV  
 5 +RQRU ZDV EURXJKW LQ IURQW RI -XGJH :LOOLDPV L  
 6 KDG GRJHQV RI KRPHRZQHUV ZKR KDG .L7HFK EUHDNV  
 7 QHYHU QRWLILHG WKHLU EXLOGHUV DQG , EHOLHYH L  
 8       05 %52:1 2EMHFWLRQ <RXU +RQRU  
 9       05 6\$/\$12 EHFDXVH WKHUH ZHUH y  
 10       05 %52:1 2EMHFWLRQ :H UDLVHG WKLV LQ WKI  
 11 PHQWLRQ RI LW :H DGGUHVHVG WKLV <RXU +RQRU  
 12 LQ WKH RSSRVLWLRQ 7KHVH DUH DUJXPHQWV WKDW  
 13 WKH ILUVW WLPH  
 14       7+( &2857 2ND\  
 15       05 %52:1 ,WuV LQDSSURSULDWH WR UHIHUHG  
 16       05 6\$/\$12 , EHOLHYH KH y  
 17       7+( &2857 , XQGHUVWDQG y  
 18       05 6\$/\$12 UDLVHG y  
 19       7+( &2857 EXW y  
 20       05 6\$/\$12 LW LQ WKH UHSD\ DQG RI FRXU  
 21       7+( &2857 ,uOO OLVWHQ WR \RX 0U 6DO]DQR  
 22       05 6\$/\$12 , EHOLHYH WKDW .% UDLVHG WKLV  
 23 \RXU SRUWLRQ RI WKH .L7HFK FDVH DQG , EHOLHYH V  
 24 WKHUHuV QRWKLQJ LQ &KDSWHU WKDW VD\V WKDW  
 25 IL[ D SUREOHP WKDW \RX IRUHYHU ZDLYH DQ\ ULJKW

1 WKDW VSHFLILF SUREOHP WKDW KDV DOUHDG\ EHHQ  
2 VHWWOHPHQW IXQG DFWXDOO\ SDLG WKRVH SHRSOH  
3 WKLQN WKHUHuV DQ\ ZDLYHU XQGHU &KDSWHU LI\  
4 LVVXH \RXUVHOI <RX DUH DEOH WR EULQJ WKDW FO  
5 GRQuW WKLQN \$% FKDQJHG WKDW  
6 /DVWO\ <RXU +RQRU ZLWK UHJDUGV WR WKL  
7 DERXW LI WKLW &RXUW ZHUH WR VWD\ :H ZRXOG DV  
8 OLWLJDWLRQ DQG KHUHuV ZK\ 7KLW OLWLJDWLRQ ZI  
9 &KDSWHU LW ZDV EURXJKW IRU D QXPEHU RI GLIH  
10 LQYROYLQJ FRQWUDFW LQWHUSUHWDWLRQ VRPH RI  
11 RI UHVSRQVLELOLW\ 7KRVH LVVXH , EHOLHYH VKRX  
12 XQWLO WKDW VXFK WLPH DV WKH +2\$ KDV WKH RSSR  
13 FODLP WR WKLW y WR WKH EXLOGHU 1RZ ZH EHOLH  
14 RYHU DQG DERYH VLPSO\ WKH LQWHUSUHWDWLRQ RI  
15 ULJKW WR VD\ &KDSWHU LV GRQH OHWuV PRYH RQ  
16 1RZ QH[W ZHHN ZHuUH PHHWLQJ ZLWK )OR\G  
17 RYHU RXU &02 ZHuUH JRQQD VWDUW VHWWLQJ XS RX  
18 VWDUW WHVWLQJ GHSRVLWLRQV DQG PRYH WKLW FD  
19 +RQRU LV LV WKDW \RX QRW RQO\ GHQ\ WKHLU PRWL  
20 SURFHVV KDV EHHQ FRPSOHWHG XQGHU VXEVEHFWL  
21 PRYH RQ JHW WR WKH PHULWV RI WKH OLWLJDWLRQ  
22 WKLW FODLP 7KDQN \RX  
23 05 %52:1 7KDQN \RX <RXU +RQRU 3HWHU %UR  
24 WKH PRYLQJ SDUWLHV 1XPEHU RQH IRU WKH UHFRU  
25 ZLWK WKH +2\$uV UHSUHVHQWDWLRQ WKDW WKLW &RX

1 UDLVHG E\ WKH QHZ &KDSWHU QRWLFH DUH QRW FI  
2 DJUHHPHQW \$QG LQ IDFW ZH DJUHH WKHUH ZLOO E  
3 GHSHQGLQJ RQ KRZ WKH UHVV RI WKLV FDUH JRV D  
4 DUH EDUHHG E\ WKH YHU\ WHUPV RI WKH VHWWOHPHQW  
5 SUHVXPSWXR XV RI FRXQVHO WR VWDWH WR WKH &RX  
6 GHWHUPLQH DQG WKDW \RX NQRZ DOUHDG\ WKDW W  
7 WKDW ZHUH QRW SDUW RI WKH GHIFWV WKDW ZHUH  
8 IDFW <RXU +RQRU ZHUOO EH PDNLQJ DUJXPHQWV W  
9 LVVXH WKDW DUH LQGHHG RQH WKDW ZHUH LGHQW  
10 UHODWHG WR RQH WKDW ZHUH UHODWHG GXULQJ W  
11 RI WKH VHWWOHPHQW DJUHHPHQW ,W LV FRQWHPSC  
12 DUH GLVSXWHV RYHU WKH VHWWOHPHQW DJUHHPHQW  
13 DJUHHPHQW ZRXOG EH GLVFORVHG EXW QRW WKH HQ  
14 NQRZ EHFDXVH , ZDV SDUW RI WKH GUDIWLQJ RI LW  
15 DV IDPLOLDU ZLWK WKH WHUPV DV , DP  
16 <RX y RQH DUJXPHQW WKDW KH PDGH DV WR  
17 JUDQW WKH PRWLRQ LV LQWHUHVWLQJ EHFDXVH WKH  
18 UHOLHV XSRQ WKDW VXEYHFWLRQ WKDW WKH QRW  
19 SRUWLRQ RI WKH VWDWXWH WKDW KH GLG QRW UHIH  
20 LQ WKHLU RSSRVLWLRQ LW ZDV UDLVHG IRU WKH ILU  
21 EHOLHYH WKH &RXUW DOUHDG\ KLW RQ ZKDW LV LPSI  
22 SURYLGHG ,W ZRXOG EH D FRPSOHWH UHM~~HEU~~WLRQ  
23 /LJKWWLOO DSSOLHV LW ZRXOG EH D FRPSOHWH UHM  
24 P\ FOLHQWV WR FKDOOHQJH WKH VSHFLILFLW\ RI WKI  
25 EHOLHYH WKDW WKH VWDQGDUG QRZ LV WKDW LW PX



1 RI 156 y RU ZKLFK VSHFLILFDOO\ WRRN RXV  
2 RULJLQDOO\ VDLG v7KDW D QRWLFH WKDW LQFOXGH  
3 FDXVH RI WKH FRQVWUXFWLRQDO GHIHFWV DQG WKH  
4 LQMXU\ UHVXOWLQJ IURP WKH GHIHFWV ZKLFK LV EDV  
5 UHSUHVHQWDWLYH VDP SOH RI WKH FRPSRQH QWV RI V  
6 PD\ EH XVHG DV QRWLFH w ,WuV RXW ,W ZDV VSHFL  
7 JRQH DQG ZKDW ZDV SXW LQ LWV SODFH LV D UHTXLU  
8 RI HDFK GHIHFW HDFK LQMXU\ HDFK GDPDJH LQ HDF  
9 7KH QRWLFH WKDW ZDV SURYLGHG WR P\ FOL  
10 +RQRU :HuYH LGHQWLILHG WKDW WKHUH ZHUH RYHU  
11 FRQILJXUDWLRQV 1RZ WKH UHSUHVHQWDWLRQ <RX>  
12 WKH VDPH ZLQGRZV :HuYH UHSUHVHQWHG WR \RX W  
13 EXW KH VD\V WKDW QRQH RI WKHP DUH RI WKH VLOO  
14 +RQRU IURP WKH DOOHJHG FRUURVLRQ GDPDJH LW  
15 ZHuYH QRZ KHDUG LV DSSDUHQWO\ 0U +LQGL\HK ZDG  
16 GDPDJH FDXVHV VWUXFWXUDO FRPSURPLVH RI WKH E  
17 7KDWuV QRW LQ WKH QRWLFH WKDWuV LQ 0U +LQGL  
18 GDPDJH WKDW WKDW VWDWXWH VD\V PXVW EH LGHQW  
19 ORFDWLRQ 7KDWuV ZKDW WKH VWDWXWH VD\V 7KH  
20 WKH 3ODLQWLIIuV EDU IRXJKW GHVSHUDWHO\ DJDLQV  
21 WKH ODZ  
22 <RX FDQQRW y 0U 6DOJDQR VDLG y XVLQJ WK  
23 v<RX ORFDOLJH ZKHUH LW LV DQG WKHQ LWuV RQ P\  
24 ORFDOLJHG WKDW :H FDQ ILJXUH RXW ZKHUH HOVH  
25 FRUURVLRQ \RX FDQQRW ORFDOLJH VWUXFWXUDO LV

1 EORFNLQJ 7KDWuV VSHFLILF (YHQ LI \RX ZHUH WR  
2 DOORZDEOH H[WUDSRODWLRQ VXPPDU\ DIILGDYLW IU  
3 SXUVXDQW WR WKH VWDWXWH 0U +LQGL\HK FDQuW  
4 ZHOO , ORRNHG DW ILIWHHQ XQLWV , WKLQN \RX ZI  
5 EHWZHHQ WKH WZR WRZHUV )LIWHHQ XQLWV" 7KDW  
6 ZRXOG WKDW EH D VXIILFLHQW VDPSOLQJ"  
7 0U 6DOJDQR VD\V WKDW WKH UHSRUW IURP 0  
8 DW WULDO <RXU +RQRU WKH UHSRUW WKDW LV SUP  
9 0U )HKU 7KH RQO\ WKLQJ WKDW 0U .HQW SURYLGH  
10 ZLWK ZKDW KH WKLQNV LW ZRXOG FRVW WR GR WKH  
11 VD\V RK ZH PD\ KDYH WR GR LI ZH KDYH WR IROORZ  
12 SURYLGH D UHSRUW WKH UHSRUW WKDWuV SURYLGH  
13 \$70\* \$GYDQFHG 7HFKQRORJ\ DQG 0DUNHWLQJ \*URXS  
14 \*UHJRU\ )HKU ) H K U  
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17 &KULVWPDV , OHDUQHGH WRGD\ WKDW VHZDJH ZDV EH  
18 OHDUQHGH WRGD\ WKDW WKH\ FDOOHG XS WKH ILUH G  
19 GLGQuW NQRZ WKDW WKH\ VKRXOG FDOO P\ FOLHQW  
20 EXW WRGD\ WKDWuV ZKDW \RX ZHUH WROG 1RWHV Z  
21 LQIRUPDWLRQ ZH QRZ NQRZ 1RZKHUH GHVSLWH WZF  
22 VRPHWKLQJ DV WR WKH VHZHU FODLP 7KH\ GLGQuW  
23 WR ZKDW y ZKDW \RX GLG ZLWK WKRVH ILWWLQJV DQ  
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1 WKHUHuV QHYHU EHHQ D UHSUHVHQWDWLRQ WKDW D  
2 UHSODFHG LV DQ\ZKHUH WR EH IRXQG  
3 <RXU +RQRU 0U 6DOJDQR DVNHG \RX DW WKH  
4 GLVUHJDUG HYHU\WKLQJ P\ FOLHQW VD\V y KDV DVNH  
5 IURQW RI WKH VSHFLDO PDVWHU QH[W ZHHN DQG KHU  
6 /HWuV OHW 6SHFLDO 0DVWHU +DOH VHW HYHU\WKLQJ  
7 WKH &KDSWHU SURFHVV ZH MXVW GR GHSRVLWLRQ  
8 RQ VR ZH FDQ JHW WR WKH PRQH\ 7KDWuV ZKDW WK  
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10 ZRXOG EH D FRPSOHWH GLVUHJDUG RI \$% LI WKL  
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14 FKDOOHQJH WKDW 0\ FOLHQW KDV FKDOOHQJHG LW  
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16 WKHP DQG FKDOOHQJHG LW DSSURSULDWHO\ LQ WKH  
17 1RZ ILQDOO\ ZLWK UHJDUG WR ZKHUWKHU RU  
18 GHWHUPLQDWLRQ WR VWD\ WR VHH LI WKH\ FDQ IL[ W  
19 QRWLFH SUREOHPV WKH VWDWXWH VSHFLILFDOO\ WD  
20 WKH &KDSWHU QRWLFH EHLQJ SURSHUO\ GRQH WKH  
21 FDQ VWD\ WKDW LW FDQ GLVPLVV ZLWKRXW SUHMX  
22 DFWLRQ ,W GRHVQuW VD\ DQ\WKLQJ DERXW P\ FOLH  
23 FOLHQW VKRXOG QRW EH SUHFOXGHG IURP JRLQJ IRU  
24 WKLQJV OLNH WKH VSROLDWLRQ RI HYLGHQFH , VWI  
25 WKLV &RXUW KDV QR DGGLWLRQDO LQIRUPDWLRQ DV

1 SLSH FRPSRQHQWV VWLOO DUH DQ\ZKHUH WR EH IRX  
2 GR D WHVW RQ WKHP WR VHH LI ZKDW LV DOOHJHG L  
3 FOLHQW FDQ FRQILUP WKH FRPSRQHQWV SDUWV 0DY  
4 FODLP DJDLQVW D WKLUG SDUW\ PDQXIDFWXUHU EXW  
5 ZKLFK WR EDVH WKDW EHFDXVH P\ FOLHQW GRHV QRV  
6 7KHUH DUH DVSHFWV RI P\ FOLHQWVu GHFODUDWRU\  
7 JR IRUZDUG <RXU +RQRU EHFDXVH WKH VWDWXWH V  
8 DFWLRQ E\ D FODLPDQW 0\ FOLHQW LV QRW WKH FO  
9 UHOLHI LQ LWV GHFODUDWRU\ UHOLHI DFWLRQ DQG C  
10 ZH ZHUH KHUH PRQWKV DJR LQ ZKLFK WKH\ GLG D IXC  
11 FOLHQWVu GHFODUDWRU\ UHOLHI DFWLRQ DQG \RX G  
12 VLQJOH JURXQG DQG \HW WKH\UHU GUHGJLQJ WKDW X  
13 WKDW P\ FOLHQWVu GHFN UHOLHI DFWLRQ ZDV DSSUF  
14 7KLV &RXUW VKRXOG JUDQW WKH PRWLRQ IRU  
15 7KLUG &DXVH RI \$FWLRQ DV WR DOO FODLPV UHODWH  
16 PHFKDQLFDO SLSLQJ FODLPV WKDW KDYH EHHQ UHPR  
17 EHLQJ JLYHQ WR P\ FOLHQW DQG WKH RSSRUWXQLW\  
18 WKH VHZHU FODLP EHFDXVH QR QRWLFH ZDV JLYHQ W  
19 EH SURYLGHG WKDW ULJKW WR UHSDLU DJDLQ LWuV  
20 WKDW :LWK UHJDUG WR WKH RYHUDOO FODLP WKLW  
21 VHQG WKH +2\$ EDFN WR WKH GUDZLQJ ERDUG WR VHI  
22 ZKLFK UHTXLUHV WKDW VSHFLILFLW\ \$QG ZH KDYH Z  
23 VKRZQ ZKDW LV ZURQJ LQ HDFK DQG HYHU\ LQVWDQF  
24 WKDW ZH UHFHLYHG 7KDQN \RX <RXU +RQRU  
25 7+( &2857 &RXQVHO , ZRXOG OLNH WR ZULWH



1 WKDW VRPHWLPHV , WDNH D ZKLOH WR GR WKHP DQG  
 2 %XW WKH JRRG QHZV LV HYHQ WKRXJK ,uP ULJKW LQ  
 3 KDYH JRW MXVW D IHZ OHIW ZLWK UHVSHFW WR WKH  
 4 NLQG RI DQ[LRXV WR JHW WKDW RQH RII RI WKH GUD  
 5 JRWWHQ RQH RI WKHP RXW DQG , JRW WKUHH PRUH V  
 6 WKLQN WKDW WKH\uUH JRQQD WDNH PH WKDW ORQJ V  
 7 DIWHU WKDW  
 8 05 %52:1 <RXU +RQRU LV y FRXOG \RX JLYH XV  
 9 DSRORJL]H IRU WKLW &RXOG \RX JLYH XV DQ\ W\SH  
 10 DW LV WKDW WKHUH DUH VR PDQ\ LVVXHV WKDW DUH  
 11 FRXQVHO DV WR ZKDW WKH +2\$ WKLQNV \RX VKRXOG  
 12 FDVH DQG ZKDW DVSHFW RI WKH FDVH ,I ZH KDG VR  
 13 UHFRPPHQGDWLRQ ZRXOG EH WR LQIRUP WKH VSHFLD  
 14 RUGHU IURP WKH &RXUW LW ZRXOG EH LQDSSURSULD  
 15 VFKHGXOH RQ WKLW FDVH XQWLO ZH JHW WKLW &RXU  
 16 7+( &2857 ,uP SUHWW\ FRQILGHQW , FDQ JHW  
 17 IRXU ZHHNV 0\ PXUGHU WULDO JRHV LQWR QH[W ZH  
 18 VWDWH EDU IRU D FRXSOH RI GD\ EXW , DP KHUH DIV  
 19 PHDQ WKRVH RWKHU WKLQJV ZRQuW WDNH PH WKDW  
 20 05 %52:1 6R \RX EHOLHYH ZLWKLQ WKUHH W  
 21 7+( &2857 <HV  
 22 05 %52:1 <RXU +RQRU y  
 23 7+( &2857 , UHDOO\ GR  
 24 05 %52:1 P\ FOLHQWV ZRXOG UHTXHVW WK  
 25 WKH VSHFLDO PDVWHU KROG RII RQ VHWWLQJ DQ\ GL

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05 /<1&+ 7KDWuV QR SUREOHP <RXU +RQRU :  
)OR\G WRGD\ DQG SXW LW RII XQWLO \RX FRPH EDFN  
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WKHP DQ\ZD\ %XW ,uG MXVW OLNH WR ZULWH RQ WK  
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SATCOY BAY, LLC SERIES 34 No. 80111

INNSBROOK,

Appellant,

vs.

THORNBURG MORTGAGE SECURITIES  
TRUST 2007-3; FRANK TIPA;

MADELAINE TIPA; TIPA TRUST; RED  
ROCK FINANCIAL SERVICES, LLC;  
SPANISH TRAIL MASTER ASSOCIATION;  
REPUBLIC SERVICES, AND LAS VEGAS  
VALLEY WATER DISTRICT,

Res. defendants.

SETTLEMENT PROGRAM STATUS REPORT

A mediation session was held in this matter on 2

I make the following report to the court:

(check one box)

The parties have agreed to a settlement of this matter.

The parties were unable to agree to a settlement of this matter.

The settlement process is continued as follows

Date: Time

Location:

Other:

0

June 29, 12.



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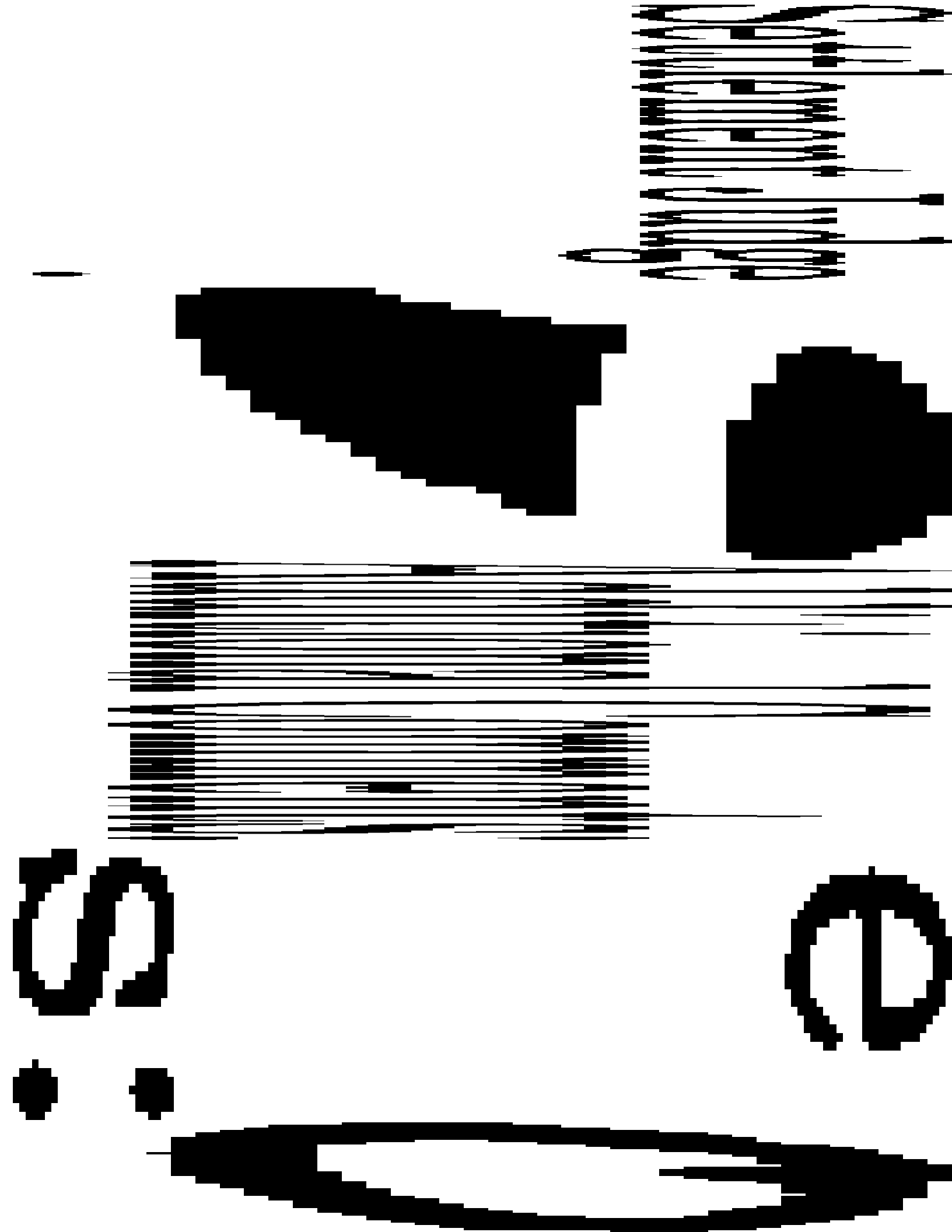
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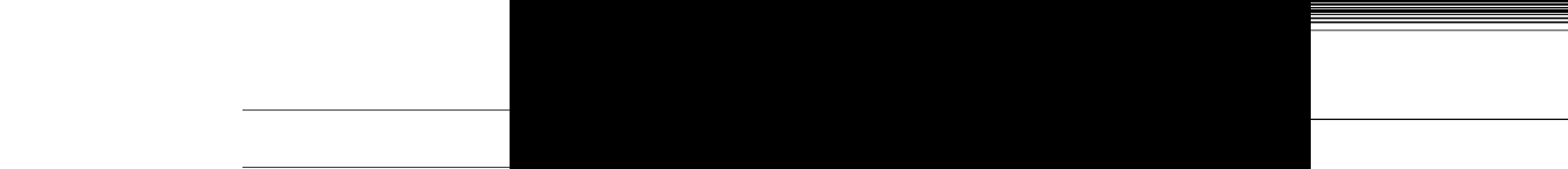
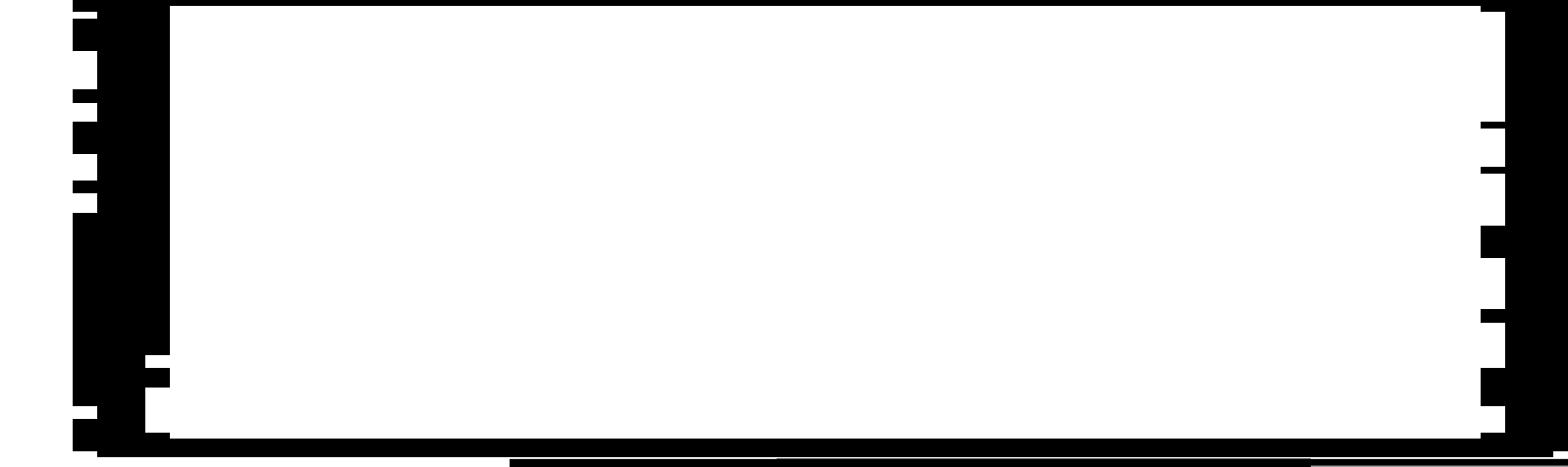
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P. McLaughlin

Rita K. W. Hays









3. In light of the foregoing, Thornburg withdraws its Motion to Dismiss Appeal filed on July 16, 2020.

<p>ROBERT P. GROTEAU &amp; ASSOCIATES, LTD. Dated this 3rd day of August, 2020.</p> <p><i>/s/ Cheryl Glover</i> Cheryl A. Glover, Esq. Nevada Bar No. 4958 Robert P. Groteau, Esq. Nevada Bar No. 10054 Christopher T. Bennett, Esq. Nevada Bar No. 8963 2810 West Charleston Blvd., Suite 75 Las Vegas, Nevada 89102 Attorneys for Saffcoy</p>	<p>AKERMAN LLP Dated this 3 day of August, 2020.</p> <p><i>/s/ Ardel E. Stern</i> Ardel E. Stern, Esq. Nevada Bar No. 8276 Melanie D. Morgan, Esq. Nevada Bar No. 8515 Scott R. Lachman, Esq. Nevada Bar No. 12016 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134 Attorneys for Thornburg</p>
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David H. Hume











David H. Hume











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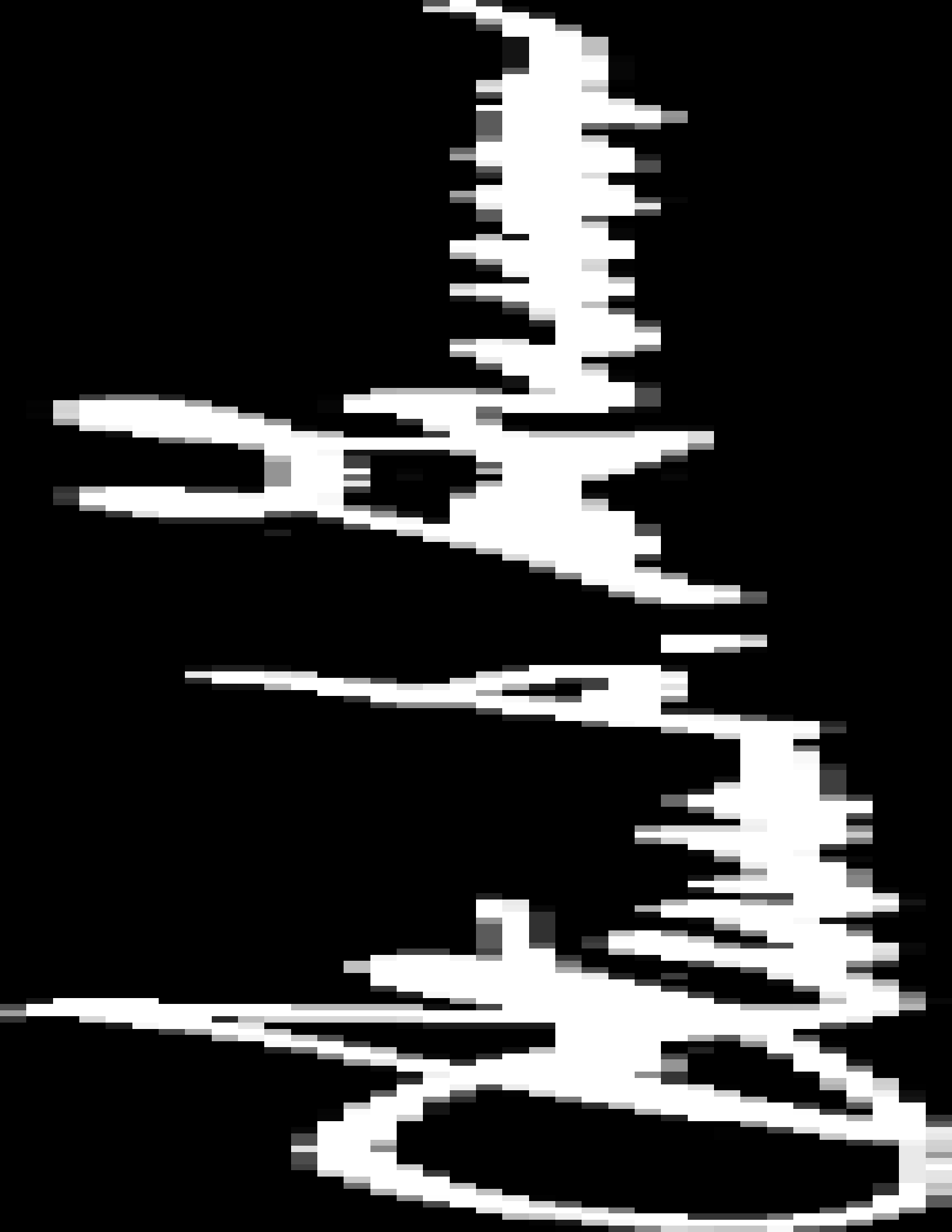






















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JEFFREY W. SAAB, ESQ.  
3 Nevada State Bar No. 11261  
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7 jsaab@bremerwhyte.com

8 Attorneys for Plaintiffs/Counter Defendants,  
LAURENT HALLIER; PANORAMA TOWERS I, LLC;  
9 PANORAMA TOWERS I MEZZ, LLC; and M.J. DEAN  
CONSTRUCTION, INC.

10 DISTRICT COURT  
11 CLARK COUNTY, NEVADA  
12

13	LAURENT HALLIER, an individual;	)	Case No. A16-744146D
14	PANORAMA TOWERS I, LLC, a Nevada	)	
15	limited liability company; PANORAMA	)	Dept. XXII
16	TOWERS I MEZZ, LLC, a Nevada limited	)	
17	liability company; and M.J. DEAN	)	LAURENT HALLIER; PANORAMA
18	CONSTRUCTION, INC., a Nevada Corporatic	)	TOWERS I, LLC; P ANORAMA
19		)	TOWERS I MEZZ, LLC AND M.J.
20	Plaintiffs,	)	DEAN CONSTRUCTION, INC. ¶ 6
21		)	OPPOSITION TO PANORAMA UNIT
22	vs.	)	OW 1 ( 5 6 \$ 6 6 2 & , \$ 7 , 2 1 ¶ 6 0 2
23	PANORAMA TOWERS CONDOMINIUM	)	FOR CLARIFICAT ION OF THIS
24	8 1 , 7 2 : 1 ( 5 6 ¶ \$ 6 6 2 & , \$ 7 , 2 1 C	)	& 2 8 5 7 ¶ 6 6 ( 3 7 ( 0 1 5 , 2 0 1 7
25	non-profit corporation,	)	ORDER
26		)	
27	Defendant.	)	
28		)	
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1 CONSTRUCTION, INC., a Nevada Corporation )  
2 SIERRA GLASS & MIRROR, INC.; F. )  
3 ROGERS CORPORATION; DEAN ROOFING )  
4 COMPANY; FORD CONTRACTING, INC.; )  
5 INSULPRO, INC.; XTREME EXCAVATION; )  
6 SOUTHERN NEVADA PAVING, INC.; )  
7 FLIPPINS TRENCHING, INC.; BOMBARD )  
8 MECHANICAL, LLC; R. RODGERS )  
9 CORPORATION; FIVE STAR PLUMBING & )  
10 HEATING, LLC, dba SILVER STAR )  
11 PLUMBING; and ROES 1 through , inclusive, )  
12 CounterDefendants. )

13 COME NOW Plaintiffs/Counter-Defendants Laurent Hallier, Panorama Towers I, LLC,  
14 Panorama Towers I Mezz, LLC and M.J. Dean Construction, Inc. (hereinafter collectively referred  
15 as "Plaintiffs/Counter-Defendants") through their Attorneys of record, Peter C. Brown, Esq. and Jeffrey W.  
16 Saab, Esq. of the law firm R I % U H P H U : K \ W H % U R Z Q 2 ¶ Submit This / 3  
17 Opposition to Defendant/Counter-Claimant Panorama Tower Condominium Unit Owners  
18 Association\$ K H U H L Q D I W H U Motion for Clarification of Court L V & R X U W ¶ V 6 H S  
19 2017 Order.

20 This Opposition is made and based on the pleadings and papers on file herein, the following  
21 Memorandum of Points and Authorities in support thereof, and any and all evidence and/or  
22 testimony accepted by this Honorable Court at the time of the hearing on the underlying Motion.

23 Dated: October 27, 2017

BREMER WHYTE BROWN & O'NEARA LLP

24 By: \_\_\_\_\_  
25 Peter C. Brown, Esq.  
26 Nevada State Bar No. 5887  
27 Jeffrey W. Saab, Esq.  
28 Nevada State Bar No. 11261  
Attorneys for Plaintiffs/Counter-Defendants,  
LAURENT HALLIER; PANORAMA  
TOWERS I, LLC; PANORAMA  
TOWERS I MEZZ, LLC; and M.J. DEAN  
CONSTRUCTION, INC.

I.

FACTUAL SUMMARY

This matter arises from allegations of construction defects at two towers in the Panorama Towers Condominiums project, located at 4525 Dean Martin Drive, Las Vegas, Nevada (Tower I) and 4575 Dean Martin Drive, Las Vegas, Nevada (Tower II) (hereinafter together referred to as the Project). Tower I consists of 33 floors, 308 units, 10 townhomes, 6 lofts, retail space, pool, and a 5-level parking garage. Tower II consists of 34 floors, 308 units, 10 townhomes, 6 lofts, retail space, pool, and 5-level parking garage. Plaintiffs, Laurent Hallier and Panorama Towers I, LLC (KHUHLQDIWHU WRJHWKHU UHIHUUHG WR DV 'H entities for the Project, and Plaintiff M.J. Dean Construction, Inc. (M.J. Dean) was the Project's general contractor. Laurent Hallier, Panorama Towers I, LLC and M.J. Dean shall hereinafter be collectively referred to as the Builders).

The Builders filed their Complaint for declaratory relief and affirmative damages on September 28, 2016 asserting claims for: (i) Declaratory Relief - Application of AB 1125; (ii) Declaratory Relief - Claim Preclusion; (iii) Failure to Comply with NRS 40.600 et seq; (iv) Spoliation of Evidence; (v) Breach of Contract; (vi) Declaratory Relief - Duty to Defend; and (vii) Declaratory Relief - Duty to Indemnify. On March 1, 2017, Defendant/Counter-Claimant Panorama Tower Condominium Unit Owners Association (SVVRFLDWLRQ' IL OHG Counter-Claim asserting claims for (i) Breach of NRS 116.4113 and 116.4114 Express and Implied Warranties, Habitability, Fitness, Quality and Workmanship; (ii) Negligence and Negligence per se; (iii) Products Liability; (iv) Breach of Contract; (v) Intentional/Negligent Non-Disclosure; and (vi) Breach of the Duty of Good Faith and Fair Dealing; Violation of NRS 116.1113.

On March 20, 2017, the Builders filed a Motion for Summary Judgment as to the Association's Counter-Claim and a Motion for Partial Summary Judgment as to the Association's Third-Claim for Relief. The Association filed its Opposition on April 26, 2017 and the Builders filed its Reply Brief on May 10, 2017.

In consideration of the above, and following oral argument on June 20, 2017, this Court ruled in favor of the Builders.

1 Order appears perfectly clear on its face to the Builders, the Association now seeks clarification a  
2 to this & R X U W ¶ V two issues (1) sewer problems; and (2) fire blocking.

3 A. Sewer Problems

4 Initially, the Association seeks clarification as to whether its claim for sewer problems was  
5 dismissed via its & R X U W ¶ V 2 U G H U + R Z H Y H U W K H \$ V V R F L D W L R Q  
6 I R U & O D U L I L F D W L R Q O R U H V S H F L I L F D O C A N N O T E V E R S A T I S F Y T H E F L  
7 inspection and repair requirements to which the Builders are unequivocally entitled to by statute.

8 See Assn Mtn. P 6; 22-23 Consequently, since its & R X U W K D V D O U H D G \ G H W H U F  
9 Chapter 40 Notice was deficient, and because the Association concedes that it will never be able  
10 cure the Notice deficiency, the \$ V V R F L D W L R Q ¶ V D O O H J H G V H Z H U F O D L F  
11 can be no R W K H U U H D G L Q J R I W K L V & R X U W ¶ V 2 U G H U E X W W K D

12 B. Fire Blocking

13 T K H \$ V V R F L D W L R Q V H H N V 3 F O D U L W \ ' D V W R I G A Z I N H W K  
14 destructive testing at each and every location, or potential location where fire blocking may have  
15 been omitted. In reality, this is not an effort at clarification, but rather a Motion for  
16 Reconsideration. The Court already rejected W K H \$ V V R F L D W L R Q ¶ V I S S U E , c o n f i r m i n g  
17 the statutory requirement of the identification of each defect, damage and injury to each residence.  
18 The Order expressly stated that extrapolation was no longer allowed Order P. 15; 15-17.

19 The Association contends the available plans are not specific enough to allow the  
20 Associati R Q ¶ V H [ S H U W V W R L G H Q W L I \ H D F K D Q G H Y H U \ O R F  
21 S U R E O H P D Q G L Q G H H G W K H \$ V V R F L D W L R Q ¶ V H [ S H U W U H  
22 particular issue in the Chapter 40 Notice:

23 Fire Blocking: The plans call for fire blocking insulation, as  
24 required by the building code, in the ledger shelf cavities and steel  
25 stud framing cavities at the exterior wall locations between  
26 residential floors in the two tower structures. The purpose of this  
insulation is to deter the spread of fire from one tower unit to the unit  
above or below. However, the insulation was not installed as  
required by the plans and the building code.

27 This installation deficiency exists in all (100%) of the residential  
28 tower units, in which insulation was omitted either from the ledger  
shelf cavity, from the steel stud framing cavity, or from both.



1 This deficiency presents an unreasonable risk of injury to a person or  
2 property resulting from the spread of fire.

3 Furthermore, the Association fails to acknowledge in its Request for Clarification that its  
4 expert, Omar Hindeyah of CMA, inspected fifteen (15) units and that he provided an affidavit in  
5 V X S S R U W R I W K H \$ V V R F L D W L R Q ¶ V 2 S S R V L W L R Q W S P A R K W K H  
6 contrast to the alleged 100% incident rate in the Chapter 40 Notice, D U + L Q G H \ D K ¶  
7 admission, the alleged fire blocking issue was not found in 100% of the inspected areas.  
8 Regardless of the actual alleged incident rate, the original Chapter 40 Notice also noted that the fire  
9 E O R F N L Q J Z D V D C r o m t h e l e d g e s p e l f c a v i t y, C r o m t h e s t e e l s t u d f r a m i n g c a v i t y, o r  
10 from both.<sup>1</sup> The Notice itself acknowledges that in some areas the fire blocking was not missing  
11 \$ V Q R W H G L Q W K H % X L O G H U V ¶ 0 R W L R Q I R U 6 X P P D U \ - X G  
12 original Chapter 40 Notice utterly failed to comply with NRS 40.645(2)(b), and this Court agreed  
13 with the Builders.

14 The Association's Chapter 40 Notice did not identify in specific detail the alleged defect  
15 damage and injury to each residence or appurtenance W K D W L V W K H V X E M H F W R I V  
16 including, without limitation the exact location of each such defect, damage and injury.  
17 Somehow Mr. Hindeyah was able to perform an inspection of fifteen (15) units where he identified  
18 an alleged fire blocking issue in some but not all of the units, and yet the Association now seeks  
19 clarification from this Court as to whether Mr. Hindeyah must similarly inspect the remaining six  
20 hundred and eleven (611) units to confirm whether the fire blocking issue exists for those units  
21 7 K H U H L V Q R W K L Q J W R F O D U L I \ 7 K L V & R X U W P D G H L W  
22 failed to comply with NRS 40.645(2)(b).

23 The comment by the Association in the Motion for Clarification about plans is irrelevant  
24 since Mr. Hindeyah never opined that the fire blocking issue pertained to every unit.  
25 Consequently, the Association must identify in specific detail the alleged defect, damage and injury

26

27 <sup>1</sup> Affidavit of 2 P D U + L Q G L \ H K ^ D D Q G E D W W D F K H G D V ([K  
28 Opposition.

to each residence or appurtenance limitation the exact location of each such defect, damage and injury.

The Association contends that without detailed blueprints or plans, conduct significant additional destructive testing. However, in considering this argument, this Court has found no evidence that the Association conducted the deficient Chapter 40 Notice, the Association makes no showing. Consequently, while the Court gave the Association a generous six month stay to cure the errors of its original Chapter 40 Notice, the Association apparently has failed to do so. Instead, the Association obviously wants this Court to sanction extrapolation of the 100% alleged existence of fire blocking issues in fifteen (15) units (none of which have ever been provided to the Builders since it was not in the actual contract). WKL V & RXUW ZHUH WR D J M O H I O N F O R C E A W K L Q O \ Y H L O H G O R

identification would improperly fall on the shoulders of the Builders. That is not what the Nevada Legislature intended when AB 125 was enacted.

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**BREMER WHYTE BROWN &  
210 (\$\$ / / 3  
1160 N. Town Center Drive  
Suite 250  
Las Vegas, NV 89144  
(702) 258-6665**

III.

CONCLUSION

For the reasons stated above, Builders requests that the R X U W ¶ V stand.

Dated: October 27, 2017

BREMER WHYTE BROWN & 2 ¶

By: \_\_\_\_\_

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TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27 day of October 2017, I served  
copy of the foregoing E \ H O H F W U R Q L F D O O \ V H U Y L Q J D

Amree Stellabotte, an Employee of  
% 5 ( 0 ( 5 : + < 7 ( % 5 2 : 1 2 ¶ 0

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Steven D. Grierson  
CLERK OF THE COURT













TRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA

LAURENT HALLIER,

Plaintiff,

vs.

PANORAMA TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION,

Defendant.

CASE NO. A-744146

DEPT. XXII

BEFORE THE HONORABLE SUSAN JOHNSON, DISTRICT COURT JUDGE  
NOVEMBER 21, 2017

5 (& 25' (5 1/2 75 \$ 16 & 5,37 2) + (\$5,1 \* 5 (

3 \$ 125 \$ 0 \$ 72 : (56 & 21' 20,1,80 81,7 2:1 (56 1/2 \$ 662 & , \$ 7,2  
MOTION FOR CLARIFICATION 2) 7 + , 6 & 285 71 1/2 ORDER

APPEARANCES:

For the Plaintiff:

PETER C. BROWN, ESQ.  
JEFFREY SAAB, ESQ.

For the Defendant:

SERGIO SALZANO, ESQ.  
DEE HOPPER, ESQ.

RECORDED BY: NORMA RAMIREZ, COURT RECORDER

1 TUESDAY NOVEMBER 21, 2017 AT 12:06:30 A.M.

2  
3 THE COURT: Okay. And that gets us to ± well, maybe. Okay. Hallier versus  
4 Panorama Towers and that is case number A-16-744146-D. Would you announce  
5 your appearances for the record, please?

6 MR. BROWN: Good morning, Your Honor. Peter Brown on behalf of the  
7 Plaintiff builders.

8 MR. SAAB: Good morning, Your Honor. Jeff Saab co-counsel with Mr.  
9 Brown.

10 MR. SALZANO: Good morning, Your Honor. Sergio Salzano and Charles ±

11 MR. HOPPER: Dee Hopper.

12 MR. SALZANO: -- Dee Hopper on behalf of the Association.

13 THE COURT: Okay. And, counsel, this is your Motion for Clarification of my  
14 September 15<sup>th</sup> order which as you know I ± O H W ¶ V V H H L W ± , ¶ P M X V V  
15 pages. It is 20 pages.

16 MR. SALZANO: Yes, Your Honor.

17 THE COURT: Okay.

18 MR. SALZANO: Let me say at the outset you should be commended that you  
19 are as specific and detailed as you are in your orders. Leave it to counsel to find  
20 small issues that we feel need to be addressed in a 20 paged order. And so I will try  
21 to be brief, Your Honor.

22 As you know, the builders brought a Motion for Summary Judgment, we  
23 opposed it. And when they brought their Motion for Summary Judgment ±and it  
24 had to do with the sufficiency of the Chapter 40 Notice that was issued in this case,  
25 they question the sufficiency of four different ± the four different defect issues; the

1 mechanical room, sewer piping, the windows and the fire blocking. And in addition  
2 they also propose to this Court that the interpretation of AB125, the new revisions to  
3 Chapter 40, that those revisions needed to be interpreted very strictly and very  
4 literally. We of course in opposition argued that AB125 changes to Chapter 40  
5 could be interpreted according to the reasonableness standard or substantial client  
6 standard.

7 This Court in your order you rejected our approach, adopted the  
8 B X L O G H U ¶ V D S S U R D F K D Q G \ R X V W D W H G ± if I could just read.  
9 order.

10 THE COURT: Okay. Let me get there.

11 MR. SA / = \$ 1 2 , W ¶ V O L Q H V W R

12 THE COURT: Okay.

13 MR. SALZANO: 12 to 13 [indecipherable].

14 THE COURT: Okay.

15 0 5 6 \$ / = \$ 1 2 ³ 1 5 6 Q R Z U H T X L U H V Q R W M X V W  
16 G H W D L O L Q H D F K G H I H F W G D P D J H D Q G ± 0 5 M X U I n e s \$ Q  
17 D Q G < R X V W D W H G ³ & O H D U O \ W K H O H J L V O D W X

18 location to be specifically identified to allow the contractor to make a meaningful  
19 L Q Y H V W L J D W L R Q ´ < R X Z H Q W D V W H S I X U M ¶ K H S U R D Q V G L  
20 that under Chapter 40 extrapolation is no longer a viable method by which you can  
21 F R P S O \ Z L W K W K H U H T X L U H P H Q W V R I W K H V W D W X W H  
22 in the notices anymore as I think the way it was discussed in the hearing.

23 Also from the order page 15 starting on line 12 ± I may have that line  
24 L Q F R U U H F W , W V D \ V ³ , I W K H 1 H Y D G D O H J L V O D  
25 defects found in a typical unit be extrapolated as existing in other residences they

1 would have said so, instead by deleting such provisions from the pre 2015 NRS  
2 40.645 the lawmakers demonstrated their intent extrapolation was no longer an  
3 DFFHSWDEOH SUDFWLFH ' 1RZ ZH XQGHUVWDQG \RXU  
4 not asking for it to be reconsidered or be heard. We would like clarification however,  
5 Your Honor, on a couple of the defect areas where you went from that approach to  
6 Chapter 40 to the conclusions of law that you then rendered on the four issue areas.  
7 And I would just mention as a matter of completeness you did give us the six month  
8 stay to attempt compliance with the guidance that you gave us in your conclusions  
9 of law.

10 As to the window issue, you basically said that we did not identify the  
11 locations with  $\pm$  with enough specificity and therefore it did not satisfy the  
12 requirements of a Chapter 40 Notice. As to the fire blocking issue, the same thing,

13 \RX VDLG <sup>3</sup><RX¶UH QRW JLYLQJ XV WKH H[DFW ORFD  
14 \$% DQG &KDSWHU DV D ZKROH ' 2Q WKH PHFKDQ  
15 RQH WKDW NLQG RI JRW GLVPLVVHG EHFDXVH WKH V

16 one aside. And then on the sewer pipe issue we pointed out that because no  
17 opportunity to inspect the condition or to offer the repair was given to the builder

18 SULRU WR WKH \$VVRFLDWLRQ GRLQJ LWV RZQ UHSDL  
19 comply with Chapter 40 that there must be an inspection and/or repair. And in

20 DGGLWLRQ WKHUH ZDVQ¶W D VSHFLFHLFDEFHQWUHSWLR  
21 GDPDJH LW FDXVHG 6R WKDW¶V UHDOO\ ZKDW KDS

22 The reason why we brought a Motion for Clarification is because on two  
23 RI WKHVH LVVXH V ZH IHHO enough guidance to move forward  
24 Let me explain. Setting aside the mechanical room because that was dismissed on  
25 the statute of limitations, we understand, we accept and setting aside the window

1 issue which was just a locations matter, if we go to the sewer pipe issue this Court  
2 told us in the order W K D W Z H F D Q Q R W V D W L V I \ & K D S W H U E H  
3 opportunity to inspect and repair. Let me read from page 16 of the order starting at  
4 O L Q H 3 7 K H F R Q W U D F W R U P X V W E H D O O R Z H G D U H  
5 the defect or cause the deficiency to be repaired if an election to repair is made  
6 pursuant to NRS 40.6472. In this case the contractors were not accorded its right to  
7 inspect or repair the defects in the mechanical room and sewer system as the  
8 deficiencies were removed and replaced prior to the March 26, 2016 inspection.  
9 This Court understands to this day the contractors had not been provided access to  
10 the defective piping, fittings and other materials. Given these facts this Court finds  
11 W K H F R Q W U D F W R U P X V W E H D O O R Z H G D U H  
12 & K D S W H U - O T W I S U D H L R Q U H T X L U H P H Q W V ' > L Q G H F L S K H  
13 Now, the practical effect of that is that to comply with Chapter 40 the  
14 Association is somehow is going to have to either invent or build a time machine to  
15 go back in time to invite the builder to see the pipe in the condition, in its pre repair  
16 nature. Now, the Association has looked for the pipe, we believe the piping as it  
17 Z D V D V H Z H U S L S H Z D V G L V F D U G H G D I W H U W K H U H S D  
18 recreate the unrepaired condition. Now, we realize that at some future point we  
19 might have problems with proof if you were to let this claim go forward. If you would  
20 have let it go forward we would have proof problems. We understand that, but at  
21 this juncture right now in Chapter 40 your language here seems to say unless you  
22 can somehow go back in time and present this in its pre repaired condition you can  
23 Q H Y H U V D W L V I \ & K D S W H U \$ Q G L I W K D W T V W K H F D  
24 that in their opposition the builder seems to agree with that, the builder seems to  
25 say, yeah, what she really did was she dismissed the claim.

1 1 RZ , YH EHHQ SUDFWLFLQJ ODZ IRU WZHQRW\  
2 court and said, Your Honor, you need to dismiss my FODLP , YH QHYHU K  
3 EHIRUH \$QG \RX NQRZ , P QRW JRQQD GR LW WRG  
4 this Court clarify whether or not that conclusion follows naturally from the language  
5 WKDW , FLWHG KHUH LQ WKH ~~Robb had to comply because the~~ MXV  
6 FDQW JR EDFN LQ WLPD DQG SUHVHQW DQ XQUHSDL  
7 UHSDLU WR WKH EXLOGHU <RX FDQW GR LW 6R L  
8 logical conclusion we would just ask that the Court clarify that.

9 With regards to the fire blocking issue. Now as to the window and the  
10 fire blocking issue, LW VHHPV OLNH WKH &RXUWV SULPDU\ G  
11 Notice was that it did not identify the locations of those defects. And if you  
12 remember in RUDO DUJXPHQW , SUHVHQWHG WKH &RXUW Z  
13 for many years about blue taping where you take the little piece of blue tape when  
14 you go through ± you buy a new home and you put the blue tape on all the problem  
15 areas and I try to be real cute about it, I think the Court understood. Really what it  
16 PHDQV LV \RXUH LGHQWLILQJ WKH VSHFLILF ORFDW  
17 that you know about. And the builder in their Motion for Summary Judgment stated  
18 that AB125 requires us to identify, blue tape every single location in the home. We  
19 UHVLVWHG WKDW EXW LW VHHPV OLNH WKH &RXUW K  
20 AB125. And we ±WKDWV ILQH ZHUH QRW DVNLQJ WKH &R  
21 however asking the Court to clarify one portion of that decision.

22 If I can read also from your order page 15, starting at line 17. Let me  
23 PDNH VXUH WKDW , VWDUW LQ WKH ULJKW SODFH 36  
24 and injury to each residence to be specifically identified does not necessarily lead  
25 absurd results; incurrence of prohibited costs for required destructive testing. Such



1 is especially true when one claims that deficiency is in the design of the windows  
2 and their assemblies as the Association does here. )RU H[DP SOH LI WKHU  
3 LQ WKH XQLW¶V GHVLJQ WKH \$VVRFLDWLRQ RU RWKH  
4 E\ XVH RI WKH EXLOGGLQJ EOXHSULQWV RU SODQV  
5 the window portion of your order.

6 And the ± as to the windows, Your Honor, the Association believes that  
7 we can prove and identify the exact location of each of the window defects by use of  
8 the plans. And we discussed it in hearing and you gave us guidance on that issue in  
9 your order because we believe the plans will show that window defects exist at  
10 HYHU\ ZLQGRZ DQG LW¶V Da Workmans Up Issue. On the other ¶V Q R  
11 side of the coin with regards to the fire blocking issue, we went back to the plans  
12 and the plans demonstrate that the fire blocking should have been installed in each  
13 of the location where Mr. Hindeyah found it missing. And Mr. Hindeyah was an  
14 H[SHUW ZLWQHVV KH¶V GRLQJ ZRUN RQ EHKDOI RI W  
15 to open up the walls in a number of units and found that this particular fire blocking  
16 which is intended to prevent fire from spreading from lower floor to a higher floor  
17 was missing in seventy- VL[ SHUFHQW RI WKH ORFDWLRQ 7 K D  
18 RI WKH XQLWV DV WKH Entry & Placement of the Windows where ¶V H  
19 was supposed to be meaning LW¶V LQ VRPH SODFHV EXW LW¶V P  
20 DV WR WKH ILUH EORFNLQJ LVVXH <RXU +RQRU ZH F  
21 upon the plans to prove the defects which means ZH¶UH JRQQD KDYH WR  
22 tape or find that specific defect in every location throughout the 600 units in the  
23 project.

24 Now, we attached a affidavit from Mr. Hindeyah explaining that that  
25 type of investigation may cost up to \$8 million to accomplish. Now his affidavit that

1 we attached to our opposition to the Motion for Summary Judgment, that affidavit  
2 applied both to the fire blocking issue and the window issue. If we only have to do  
3 the fire blocking issue obviously there would be some cost sav L Q J V E X W L W ¶ V  
4 be even fifty percent because we still have to go into every single unit, staff it, tape  
5 L W F X W L W R S H Q L W X S V K R Z H Y H U \ E R G \ H W F H W H  
6 significant costs perhaps 4 to \$5 million to investigate the fire blocking issue in all  
7 X Q L W V : H ¶ U H V H H N L Q J F O D U L I L F D W L R Q < R X U + R  
8 me back up. When you gave us that clarification as to the window issue saying that  
9 we could reply upon the plans there was no hint as to what could be done with the  
10 I L U H E O R F N L Q J L V V X H L I L W F R X O G Q ¶ W E H G H P R Q V W  
11 Z H K D Y H D Q G U H D V R Q Z K \ Z H ¶ U H V H H N L Q J F O D U L I L F D  
12 V L J Q L I L F D Q W G X H S U R F H V V L V V X b o u r t t o p r e s e n t t h e F O L H Q W F  
13 F R P S O D L Q W W R D F R X U W R I O D Z W K H \ ¶ U f t h e F i l i n g C o u r t G H C  
14 if the entry fee W R W K H F R X U W K R X V H L V W R P L O O L R Q W  
15 problem.

16 6 R Z H G R Q ¶ W N Q R Z L I W K L V B o r n i n g t h i s i s s u e , D V L  
17 L I L W ¶ V J R Q Q D U H T X L U H D G G L W L R Q D O E U L H I L Q J L I  
18 G R Q ¶ W N Q R Z t h i s C o u r t w o u l d j u s t s a y , y e s , M r . S a l z a n o , I m e a n t e v e r y  
19 H [ D F W O R F D W L R Q D Q G L W ¶ V X S W R W R X W Q G K R Z H U P X  
20 D F F R P S O L V K W K D W % X W Z K D W H Y H U W K H & R X U W ¶ V D  
21 so that we can move forward because our time is running and the clock is running  
22 D Q G L W ¶ V D O R W R I Z R U N , P H D C h a v e t o d o W e l e v e 2 3 t o U L J K  
23 X Q L W V H Y H U \ V L Q J O H Z H H N W R P H H W W K H V L [ P R Q  
24 W K L V Z H H N 7 K D W ¶ V Z K \ Z H ¶ U H V H H N L Q J F O D U L I L F D

25 MR. BROWN: Good early afternoon, Your Honor. Peter Brown on behalf of

1 the Plaintiff Builders.

2 Counsel said that he would need a time machine and I thought that was  
3 ironic because I was thinking about myself this morning. But what this reminded me  
4 of is when I was a freshman in high school I was told the first week of high school  
5 WKDW D SDUWLFXODU SHUVRQ , P QRW JRQQD VD\ K  
6 SDUWLFXODU SHUVRQ OLNHV PH :HOO , VDLG RK Z  
7 went to a different high school ± RU D GLIIHUHQW JUDQGOVFKHAR O V  
8 SHUVRQ :HOO GXULQJ P\ IUHVKPDQ \H DU IRU ZKDW  
9 to sophomore year. Sophomore year I see this same person over the summer, this  
10 person changed and all of the sudden I thought to myself, oh, well, this person, I  
11 VWDUWHG WDONLQJ WR KHU DQG VKH V LQ D FRXSOF  
12 well, I like her this year and so I just figured that I could do the same thing that I did  
13 in the first year. I can just be Peter Brown and she liked Peter Brown when I was a  
14 IUHVKPDQ VR VKH VKRXOG OLNH 3HWHU %URZQ ZKHQ  
15 ZKDW " 6KH GLGQ W OLNH 3HWHU %URZQ DV D VRSKR  
16 FDQ MXVW NHHS GRLQJ ZKDW , YH DOZD\V GRM EHF  
17 what worked for me before or I could change, I could look at the changed  
18 circumstances and see what is gonna be required of me to try to make this particular  
19 person like me.

20 Your Honor, I hate to swim, hate it. I joined a swim team because my  
21 sister was part of a swim team and this particular person was part of a swim team  
22 DQG , MRLQHGWKDW VZLP WHDP EHFDXVH , GHFLGHG  
23 ZLWK WKLW SHUVRQ PD\EH WKLW SHUVRQ LV JRLQJ W  
24 could have asked this person how do I change? What can I do? How can I make  
25 you like me? Well, at the beginning of my sophomore year that person would have

1 VDLG WR PH QRWKLQJ , GRQW OLNH \RX <RX GLGQ  
2 sudden you like me. I don't W OLNH \RX &LUFXPVWDQFHV KDYH  
3 the same thing that you did before, yRXUH JRQQD KDYH WR GR VRPH  
4 %XW VKH GLGQW KDYH WR WHOO PH ZKDW WR GR ,  
5 changed circumstances and determine for myself how am I gonna make it work in  
6 this changed circumstance.

7 He talked about a time machine, made me think of a time machine  
8 thinking back to when I was freshman and a sophomore. What does this all have to  
9 GR ZLWK ZKDW ZH\ here today? What are they really asking you to do?  
10 7KH\ FDQ VD\ WKDW WKH\UH QRW DVNLQJ \RX WR UH  
11 here that he reargued the blue tape argument, he reargued the due process  
12 argument, he reargued the significant cost a UJXPHQW VR LQ HVVHQFH K  
13 to reconsider those particular arguments. But what is he also asking you to do? Just  
14 to tell him what to do. What should the HOA do in order to satisfy the new changed  
15 circumstances that they find themselves in under \$ % " <RXU +RQRU WK  
16 the Court V role. The Court is not here to give an advisory opinion just as back when  
17 , ZDV DQG LW ZDVQW give me an advisory opinion. How  
18 to make her like me. I had to figure it out.

19 The statute has been written by the legislature. I noted that in your  
20 lengthy order WKHUHV DEVROXWHO\ QR FKDOOHQJH RI WK  
21 156 DQG WKH FKDQJHV WR 156 WKHUHV Q  
22 fact that the contractors are not provided notice of the removal or replacement of the  
23 alleged constructional defective windows in Unit 300 or the deficient piping in the  
24 PHFKDQLFDO URRP SULRU WR WKH ODUFK LQVS  
25 ask for reconsideration DV WR WKH &RXUWV VSHFLILF ILQGLQJ

1 response from the Owners Association to the March 29, 2016 correspondence and  
2 W K L V L V U H J D U G L Q J W K H V H Z H U O L Q H V 7 K H F R Q W U  
3 letter sent a month later April 29, 2016 however there was also no response to that  
4 April 29, 2016 letter. T K H U H ¶ V Q R F K D O O H Q J H W R W K D W < R X U  
5 U H F R Q V L G H U D W L R Q 7 K H U H ¶ V Q R F K D O O H Q J H W R R U  
6 F R Q F O X V L R Q R I O D Z S D u e t i o n t h e 3<sup>rd</sup> v i s i t o f N R S 4 0 . 6 4 0 f o r  
7 Z H U H H Q D F W H G E \ W K H 1 H Y D G D O H J L V O D W X U H I  
8 D Q R S S R U W X Q L W \ W R U H S D L U F R Q V W U X T h e L i s t o f D O G H I  
9 challenge to the conclusion of law found on page 8, the notice given pursuant to  
10 NRS 40.645 subsection 1 must, subsection B, identify in specific detail each defect,  
11 damage and injury to each residence or appurtenance that is the subject of the  
12 claims including without limitation the exact location of each such defect, damage  
13 D Q G L Q M X U \ 7 K H U H L V Q R F K D O O H Q J H W R W K L V & R X  
14 U H F R Q V L G H U D W L R Q D V W R W K L V & R X U W ¶ V V H W W L Q J  
15 page 8 ± or 9 and the top of page 10 that the notice ± the HOA must allow the  
16 contractor, subcontractor, supplier or design professional a reasonable opportunity  
17 to repair the constructional defect or cause the defect to be repaired if an election to  
18 repair is made pursuant to NRS 40.6472. There is no challenge to the conclusions  
19 of law that the Court set forth with regard to a defect that allegedly creates eminent  
20 threat to health safety. No challenge to the Court setting forth that the notice must  
21 be provided regardless of whether or not it creates an eminent threat.

22 Throughout the conclusions of law there is no challenge to what this  
23 Court set forth both as to findings of fact as to the sewer problem ± alleged sewer  
24 problem or to the fire blocking issue. Counsel represented to you today, Your  
25 + R Q R U W K D t w o w e k o u t . F r o m t h e y o u r h e l p i n t e l l i n g t h e m h o w t o

1 SURFHGG ZLWK UHJDUG WR WKHVH WZR SDUWLFXODU  
2 your job is to address motion practice like what has been done in this particular case  
3 where a Chapter 40 Notice was perceived as being deficient by my clients. We  
4 UDLVHG WKDW LVVXH SURSHUO\ DQG WKLW &RXUW UX  
5 change, Your Honor, DQG WKH\¶UH FRUUHFW LV WKDW WKH\  
6 Notice ever to my clients with regard to the sewer issues, they cannot ± OHW¶V WK  
7 EDFN :H¶UH QRZ KRZ PDQ\ \HDUV VLQFH P\ Notice QW  
8 with regard to the sewer issue? Today counsel says, well, maybe we can find some  
9 LQIRUPDWLRQ RU PD\EH ZHI\QG WKDW SELSHEDD\EH ZI  
10 WR GR DQ\WKLQJ %XW <RXU +RQRU WKH\ ZDQW \R  
11 IRUZDUG ZLWK DVHZHU FODLP <RXU +RQRU WKDW  
12 LQWHQVH DQG SXUSRVHV tice, if they have done for that they XV QF  
13 NHSW WKH DFWXDO SRUWLRQV RI WKH DVHZHU SLSH W  
14 GRFXPHQDWLRQ WKH\¶YH JRW QR UHFRUG WKH\¶Y  
15 <RXU +RQRU WKH\¶YH JRW WR PDNH WKH\¶YH FLVLRQ  
16 SURFHGG ZLWK WKDW SDUWLFXODU LVVXH DW WKHL  
17 this Court to tell them how to proceed on that particular issue.

18 With regard to the fire blocking, we noted in our opposition that there is  
19 no need for clarification from this Court because Exhibit A to the opposition to our  
20 Motion for Summary Judgment referenced specific information as to the fire

21 EORFNLQJ \$QG <RXU +RQRU ZKDW ,¶P UHIHUULQJ  
22 opposition to WKH 0RWLRQ IRU &ODULILFDWLRQ :H QRWH  
23 SDJH OLQH <sup>3</sup>,Q VWDUN FRQWUDVW WR WKH DOOH  
24 1RWLFH E\ 0U +LQGH\DK¶V RZQ DGPLVVLRQ WKH DC  
25 found in 10 RI WKH LQVSHFWHG DUHDV ´ \$QG VR \RX KD