

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

SPANISH HEIGHTS ACQUISITION  
COMPANY, LLC; SJC VENTURES  
HOLDING COMPANY, LLC,

Appellants

vs.

CBC PARTNERS I, LLC; CBC  
PARTNERS, LLC; 5148 SPANISH  
HEIGHTS, LLC; KENNETH ANTOS  
AND SHEILA NEUMAN-ANTOS;  
DACIA, LLC

Respondents.

Case No. 82868

Electronically Filed  
Nov 10 2021 01:10 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

APPEAL

from a decision in favor of Respondent  
entered by the Eighth Judicial District Court, Clark County, Nevada  
The Honorable Elizabeth Gonzalez, District Court Judge  
District Court Case No. A-20-813439-B

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**APPELLANTS' APPENDIX VOLUME V**

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	Michael R. Mushkin on Behalf of 5148 Spanish Heights, LLC		
05/18/2021	Transcript of Oral Ruling Re: Motion for Sanctions for Violation of the Automatic Stay and Related Relief Filed By James D. Greene on Behalf of Spanish Heights Acquisition Company, LLC	XIX	AA4403-4426

## **CERTIFICATE OF SERVICE**

I certify that on the 10th day of November, 2021, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPELLANTS' OPENING BRIEF** and **VOLUMES I – XIX** of the **APPENDIX** shall be made in accordance with the Master Service List as follows:

Michael R. Mushkin, Esq.  
MUSHKIN & COPPEDGE  
6070 S. Eastern Avenue, Suite 270  
Las Vegas, Nevada 89119  
*Attorney for Respondents*

DATED this 10th day of November, 2021.

/s/ Natalie Vazquez

An Employee of MAIER GUTIERREZ & ASSOCITES



1 enjoined from any foreclosure action until the one action rule  
2 and the doctrine of merger are explored and vetted and we find  
3 out if the note actually still exists. But at a minimum,  
4 during the governor's moratorium on foreclosures and evictions,  
5 nobody should be foreclosing or evicting. You know,  
6 Mr. Mushkin in his opening statement assailed my character,  
7 which I do take exception to, but I've watched Mr. Mushkin tell  
8 this Court that because there are health and safety violations  
9 issued by an HOA that it's subject to an exemption from the  
10 governor's Executive Order.

11           There's a global pandemic that led to that emergency  
12 order, and the safe -- the health and safety violations that  
13 he's referring to are detailed in the Nevada Real Estate  
14 Division complaint where they're being disputed right now, and  
15 they include things like not providing a guest list 10 days in  
16 advance of a party or an event at the house. They call that a  
17 health and safety violation. That was a year ago. You know,  
18 or using a residence transponder to admit my guests when they  
19 were wrongfully denied entrance by the HOA guard at the  
20 direction of the board.

21           That's a violation of state law, using a residence  
22 transponder to admit guests and my son, who is a minor, who is  
23 a resident was mitigating their unlawful acts. It's not a  
24 health and safety violation. And it occurred a year ago and  
25 certainly doesn't rise to the level of an exclusion from the

1 governor's moratorium.

2           Then they talk about fireworks and an incendiary  
3 device. Well, that wasn't at my house. That was at  
4 Mr. Mushkin's house. That's not my violation. That belongs to  
5 5212, and we provided video evidence. There's aerial footage.  
6 There's footage from the ground. It's indisputable that it was  
7 at a different residence, and yet they're insisting that  
8 fireworks on the 4th of July at somebody else's property should  
9 give them the ability to foreclose and evict. It just -- it's  
10 egregious conduct. It really is. We should not be here today.

11           Q     Mr. Bloom, before we get into some of the details of  
12 the exceptions of the governor's moratorium, I want to talk to  
13 you about the concept of irreparable harm or something that  
14 defendant said that you won't suffer any irreparable harm if  
15 there's a foreclosure or eviction. Can you explain to us the  
16 concerns you have if you and your family are evicted during  
17 this pandemic?

18           A     Yeah. Well, so it's a large house. Movers are not  
19 working. So it's impossible to move. Setting aside the issue  
20 that they don't even -- there's a question as to whether or not  
21 they even have a note, the governor's moratorium, the one  
22 action rule, all the issues that are inherent in this case,  
23 they sold the note, and I don't know why they think they can  
24 foreclose on a note they sold.

25                 But setting all that aside, the practicalities are

1 movers are not working. Realtors are not showing new houses.  
2 I mean, you can't do a showing of a house anymore. It's all  
3 virtual.

4 I had a problem with a cable box. I called the cable  
5 company. They came to the house, and the technician called me  
6 from in front of the house and said I can't come into the  
7 house. I'll walk you through the repair by cell phone from  
8 standing in front of your house. So, I mean, these are  
9 extraordinary times.

10 You know, and then there's the health issues. My  
11 wife has health issues and shouldn't be exposed to what's going  
12 on outside. You know, we're still under a stay-at-home order  
13 of sorts. That's been relaxed a little bit, but there's a  
14 moratorium to prevent just this kind of abuse.

15 Q Okay. And you believe it's safer for you and your  
16 family for this to maintain the status quo until the state of  
17 emergency is lifted; correct?

18 A Oh, without question.

19 Q And do you believe that the Spanish Heights property  
20 is unique in nature?

21 A Absolutely.

22 Q Okay. Now, if we can go back, Mr. Bloom, I want to  
23 talk about is CBC still servicing the first and second liens on  
24 the Spanish Heights property?

25 A No.

1           Q     Who is servicing the first and second liens on the  
2 property?

3           A     I am.

4           Q     Okay. And explain that. Through SHAC, what are you  
5 doing to service those liens.

6           A     So SJC is prepaying rent under the lease to SHAC.  
7 SHAC is servicing the first and the second. It made the April  
8 payment. It made the May payment, and we also learned that CBC  
9 breached the forbearance agreement back in January. When I got  
10 notice from Northern Trust that CBC did not make the January,  
11 February or March payments and City National said CBC did not  
12 make the March payment on the first. So I had drafted checks  
13 for the CBC breach or the forbearance agreement obligations.  
14 Mr. Mushkin represented that they had been paid. I haven't  
15 seen checks that were negotiated, and as of April 20th,  
16 Northern Trust represented that they didn't receive payment.

17           MR. GUTIERREZ: And, Your Honor, at this time we'd  
18 move to admit Exhibit Double E.

19           THE COURT: Any objection to Double E?

20           MR. MUSHKIN: Your Honor, my only objection would be  
21 that there is no proof of that the check was cashed. I believe  
22 that counsel, Ms. Barraza, and I have talked about it, and  
23 perhaps somewhere else in here is the document that represents  
24 the clearing of the check.

25                 But to the extent that it has language that says

1 cures CBC default, I object to that language. There is no such  
2 default. But the document speaks -- to the extent that  
3 Mr. Bloom represents that he sent a check, I can acknowledge  
4 that, and I think there's something here that says the check is  
5 cashed. You will note that later on in these exhibits there's  
6 more checks, and they show that they were cashed.

7 THE COURT: Okay. Double E is admitted.

8 (Joint Exhibit Number(s) EE admitted.)

9 BY MR. GUTIERREZ:

10 Q Mr. Bloom, tell us what Exhibit Double E is.

11 A So City National indicated that the March payment was  
12 not made by CBC. So I had issued a check for \$19,660 for the  
13 March City National payment that CBC was obligated to pay that  
14 it had not at that point in time.

15 Q And if you go to page 4 of Exhibit Double E, what is  
16 that?

17 A This is the April 2020 SHAC payments to City National  
18 for the obligation -- the Antoses's obligation under the first  
19 mortgage that CBC was no longer obligated to pay after the end  
20 of the forbearance agreement.

21 Q So SHAC made the payments for April of 2020 on the  
22 Spanish Heights property; correct?

23 A April and May.

24 Q April and May. Okay.

25 A And to both City National and to Northern Trust.

1 MR. GUTIERREZ: Okay. And, Your Honor, at this time  
2 we'd also move to admit Exhibit CC, which is the SHAC payments  
3 to Northern Trust.

4 THE COURT: Any objection to CC?

5 MR. MUSHKIN: Your Honor, the same exception. Same  
6 objection as it relates to this notion of default. We'll show  
7 the Court the other checks, that that's not the case.

8 THE COURT: Okay. The objection is overruled. CC is  
9 admitted.

10 (Joint Exhibit Number(s) CC admitted.)

11 BY MR. GUTIERREZ:

12 Q And, Mr. Bloom, if you could turn to Exhibit CC and  
13 just tell us are these the checks that were submitted on behalf  
14 of SHAC to Northern Trust for the --

15 A Yes.

16 Q -- for the lien on the property?

17 A I'm sorry. Yes. Northern Trust indicated that they  
18 had not been paid by CBC for January, February or March as late  
19 as April 20th. So I caused to be issued a check to cure the  
20 CBC default for January, February and March under the  
21 forbearance agreement. I also caused to be issued a check for  
22 April for 3,084.86 as CBC was no longer obligated under the  
23 forbearance agreement. In fact, they don't even own the note  
24 anymore. So I didn't expect that they would be making  
25 protective advances.

1           And then not in here, but I can attest to there was  
2 also a May payment and even another \$3,084.86 for Northern  
3 Trust.

4           Q     And, Mr. Bloom, one of the allegations of a breach by  
5 CBC is that SHAC failed to set up a funding account as stated  
6 in the agreement. And what is your position on that?

7           A     So in the original agreement, there was contemplated  
8 a \$150,000 security account or control account I think that CBC  
9 had requested. I went to Bank of America. I requested it. I  
10 asked them if they could set up the account. Bank of America  
11 didn't have that type of account. That's the bank that I did  
12 my banking with.

13           That account was supposed to be set up to service  
14 financial obligations and be depleted over the course of the  
15 year. My suggestion was instead of funding that account, I'll  
16 just pay CBC direct in advance. CBC agreed. There was no  
17 requirement to -- there was no requirement to set up that  
18 control account. The parties modified the agreement, and the  
19 prepayment of what the control account was supposed to assure  
20 financial performance under became moot.

21           That arrangement worked and was satisfactory for  
22 2017, 2018, 2019, and through March of 2020. CBC was just paid  
23 in advance in lieu of a control account. That was supposed to  
24 assure the financial performance through monthly distributions  
25 from the control account.

1 Q Did CBC contact you at any point in 2017 to discuss  
2 not setting up this control account?

3 A Since the agreement that we would just prepay, what  
4 would have been funded otherwise to the control account, no,  
5 not in 2017, '18, '19 or '20.

6 Q Okay.

7 A The first time I heard about the control account  
8 again was from Mr. Mushkin when he interpreted it to be a  
9 \$150,000 security deposit on top of the financial obligations.  
10 So he mischaracterized what the original intent of the parties  
11 was as well as what the documents say.

12 Q So is it your position, Mr. Bloom, that CBC has been  
13 paid everything it was due prior to the March -- prior to March  
14 31st, 2020?

15 A Not only is it my position, I believe it's CBC's  
16 position too. CBC is not here saying there's anything due  
17 under the forbearance agreement to CBC. They've been paid  
18 everything.

19 Q Now, CBC is saying that there was a balloon payment  
20 of 5.5 million approximately that's due as of March 31st, 2020.  
21 Are you aware that?

22 A I am.

23 Q Okay. And what is your position on that debt that is  
24 owed?

25 A Well, there's a couple of different facts to that



1 question. One, I question the calculation of how it went from  
2 3.5 million to 5.5 million. Secondly -- secondly, CBC, on  
3 April 1st, we found out after the fact, I know Mr. Mushkin in  
4 his opening statement made a representation that notice was  
5 provided, that CBC intended to exercise its rights under --  
6 under the forbearance agreement to take the stock. That's not  
7 true. There was no notice.

8           The first I heard about the -- any action taken under  
9 the pledge agreement was later in the beginning of April when I  
10 found out that CBC took possession of the Antos Trust  
11 49 percent in SHAC. So when that raised the question of can a  
12 lender be a borrower as well on the same transaction, the same  
13 issues that Mr. Hallberg raised in 2017, when he said we can't  
14 be an equity holder and a lender at the same time and take us  
15 off of SHAC as an owner, we were back in that position when  
16 they took the Antoses's stock in SHAC on April 1st of 2020.

17           So there's a question about whether or not a de facto  
18 merger occurred. I didn't see anything in the document that  
19 would preclude the de facto merger, and I didn't see any other  
20 consideration provided to the Antoses for a 49 percent equity  
21 position in the house.

22           It's almost like a deed in lieu of foreclosure;  
23 right. Once you surrender the deed, you don't owe the full  
24 balance of the mortgage anymore; right? So CBC on April 1st  
25 became a 49 percent owner in lieu of a debt holder. A week

1 later, we found out again, after the fact, that they say they  
2 sold the note, which under my understanding of real estate law,  
3 had been extinguished a week prior to some third party.

4 Q Now, Mr. Bloom, one of the statements made by  
5 Mr. Mushkin and the position that's been taken by CBC is that  
6 there have been no foreclosure proceedings initiated. Is that  
7 true?

8 A That's not true.

9 MR. GUTIERREZ: Now, Your Honor, at this time, we  
10 move to admit Exhibit X, which is the April 8th, 2020, letter  
11 from Mr. Mushkin's office.

12 THE COURT: Any objection, Mr. Mushkin?

13 MR. MUSHKIN: It's been stipulated in, Your Honor.

14 THE COURT: X is after W. So it wasn't part of the  
15 stipulation. Can I admit X now?

16 MR. MUSHKIN: Yes, Your Honor.

17 THE COURT: I admitted through W.

18 MR. MUSHKIN: I apologize. I thought it was part of  
19 it.

20 THE COURT: It's okay.

21 X is admitted.

22 (Joint Exhibit Number(s) X admitted.)

23 BY MR. GUTIERREZ:

24 Q Mr. Bloom, if you could turn to Exhibit X, which is  
25 the April 8th, 2020, letter from Mushkin & Coppedge. Did you

1 receive this letter?

2 A I did.

3 Q Okay. And on paragraph -- paragraph 6, those letters  
4 state that the default notice will not be withdrawn, and the  
5 foreclosure process will continue.

6 A The second paragraph from the bottom up, yes, it  
7 says, The default notice will not be withdrawn, and the  
8 foreclosure process will continue.

9 Q So was it your understanding as of April 8th, 2020,  
10 that the defendant was moving forward with the foreclosure  
11 proceedings in light of the governor's directive?

12 A Yes. Well, it's very clear in NRS 107 the notice of  
13 default is the first step of a foreclosure. Then you have 90  
14 days under which to cure. And then there's a notice of sale,  
15 which provides another 30 days. And then you hold the public  
16 sale at the nonjudicial foreclosure. This is the first step of  
17 a foreclosure process.

18 Likewise, they issued a notice to vacate, which is  
19 the first step of an eviction process, on April 3rd, a week  
20 after the governor's directive.

21 So I -- I'm baffled how Mr. Mushkin says we're not  
22 foreclosing, but we're going to continue to foreclose. We're  
23 not foreclosing, but we shouldn't be bound by an injunction  
24 that prevents us from foreclosing. He's arguing both sides of  
25 his position.

1 Q And did you request through your counsel that the  
2 notice of foreclosure, notice to vacate be withdrawn prior to  
3 seeking court intervention?

4 A Yes.

5 Q And did the defendant withdraw either the notice to  
6 vacate or the notice of foreclosure?

7 A No. Not only did Mr. Mushkin refuse and CBC refused  
8 to withdraw the notices that were improper, but they indicated  
9 their intent to continue to proceed with foreclosure and  
10 eviction.

11 Q So at that point, did you feel it was necessary to  
12 retain counsel, pay counsel to move forward with an emergency  
13 TRO to prevent the foreclosure and eviction?

14 A I didn't have a choice because the process was  
15 nonjudicial. They were just going to continue to march on  
16 despite the governor's emergency directive.

17 Q Now, Mr. Bloom, has SJC paid SHAC rent for the  
18 remainder of the year?

19 A SJC paid SHAC rent for the remainder of the year in  
20 advance so that SHAC would service the first and second. SJC  
21 paid SHAC rent through May of 2021 so that SHAC would be in a  
22 position to pay the first and second for May, and I imagine  
23 that'll continue for the next eight months until the lease is  
24 fully prepaid at which point I expect there will be a capital  
25 call on the members.

1 MR. GUTIERREZ: Your Honor, at this time we move to  
2 admit Exhibit Double A?

3 THE COURT: Any objection to Double A?

4 MR. MUSHKIN: Yes, Your Honor. This document does  
5 not represent anything associated with the injunction or with  
6 the lease. The lease has rent payments that go for 24 months,  
7 and it has been silent as to rent payments thereafter.

8 Part of the argument in this case is that Mr. Bloom  
9 is acting in his own behalf and using both of these entities as  
10 he sees fit. So I don't have a problem with the document  
11 itself, but what it stands to represent. If they're testifying  
12 that this is rent for a year, I object. There's no document  
13 that says that. There is no foundation laid to show that that,  
14 in fact, is a document that represents rent for a year.

15 THE COURT: Thank you. The objection is overruled.  
16 The document will be admitted.

17 (Joint Exhibit Number(s) AA admitted.)

18 BY MR. GUTIERREZ:

19 Q Mr. Bloom, if you could turn to Exhibit AA.

20 A Joe, before we do, can I just respond to that real  
21 quickly?

22 Q Well, get to it. We'll get to it.

23 A Okay.

24 Q Okay.

25 A The rent -- the rent is addressed in the lease

1 agreement. Increase after an extension.

2 Q Okay. Now, Mr. Bloom, is the rent addressed in the  
3 agreements?

4 A Yes.

5 Q Where is at?

6 A I don't -- which document is the lease agreement?

7 Q The lease agreement is Exhibit C.

8 THE COURT: The lease agreement is B. The lease  
9 agreement is B.

10 MR. GUTIERREZ: B.

11 THE CLERK: B.

12 MR. GUTIERREZ: It appears on page 2, Your Honor.

13 THE WITNESS: I had this question myself. There's a  
14 3 percent increase in the lease, and I'll find it in a second.  
15 But it was calculated, the rent increase on the extension is  
16 calculated in as set forth by the lease and is included in the  
17 payment subsequent to the renewal.

18 MR. MUSHKIN: Your Honor, the extension term appears  
19 on page 4 in Section 3.5.

20 THE COURT: Thank you.

21 MR. MUSHKIN: I don't believe it addresses the rent.  
22 BY MR. GUTIERREZ:

23 Q And, Mr. Bloom, you may be referring to if you go to  
24 page 6, B6 where it says, Holding over, Section 3.7. Is that  
25 what you're referring to?

1           A     No. There's another section in here that -- and  
2 again, I don't know where it is offhand. We can come back to  
3 it later, but it specified that there's a 3 percent increase  
4 because I saw it when I calculated the payment and included it  
5 in the increase set forth in the lease when I made the payment  
6 subsequent to the renewal.

7           Q     Okay. So that was my next question. On Exhibit  
8 Double A, which is a check for \$40,359.42 from SJC Ventures to  
9 SHAC, what is that check for?

10          A     That check is for nine months' worth of rent, which  
11 takes SJC through December 31st of 2020. It was calculated  
12 under the lease obligations, including the increase that takes  
13 place on the renewal or the extension.

14          Q     And, Mr. Bloom, I want to finish with the governor's  
15 directive and some of the exceptions to the governor's  
16 directive that have been raised by CBC. Are you familiar with  
17 some of the allegations being made by CBC in their opposition  
18 to the plaintiff's motion for preliminary injunction?

19          A     I am.

20          Q     Okay. Now, have you or your family taken any action  
21 at the Spanish Heights property that would seriously endanger  
22 the public or other residents?

23          A     Absolutely not.

24          Q     And can you explain that. One of the allegations is  
25 about that there was some serious endangerment to the public on

1 actions that were taken on your behalf or your family. Can you  
2 explain your position on that.

3 A I don't even know how to explain the nonsensical  
4 statement. I have a 17 and a half year old son who's driving  
5 on a learner's permit. You know, but, I mean, I don't think  
6 I'm unique in that regard, and I don't think that rises to the  
7 level of substantially endangering the community to the extent  
8 that there should be an exemption granted to an emergency  
9 directive from the governor. I mean, I got --

10 Q If we could talk about the July 4th fireworks  
11 display.

12 A Yeah. The July 4th fireworks, fireworks on July  
13 4th, they occurred Mr. Mushkin's property two houses over.  
14 They were not at my property. There's video evidence that  
15 demonstrates that, both aerial drone footage as well as footage  
16 from the ground as well as footage taken from my house of the  
17 fireworks from Mr. Mushkin's property. None of that seemed to  
18 matter. Facts don't matter. You know, Mr. Mushkin is here  
19 asking the Court, who are you going to believe, me or your  
20 lying eyes? You know, it's just it's so evident. It's on  
21 video.

22 Q And when you say Mr. Mushkin's property, what address  
23 are you talking about?

24 A 5212 Spanish Heights Drive. It's owned by an entity  
25 called Dassia [phonetic] of which Mr. Mushkin is listed as the



1 manager. It formally belonged to Jim Rhodes.

2 Q And was Jim Rhodes the owner of that 5212 Spanish  
3 Heights property on July 4th, 2019?

4 A Yes. In fact, his son Mike Rhodes, there's also an  
5 issue with an incendiary device. That belonged to Mike Rhodes.  
6 He brought it to my house July 4th. I told him he couldn't  
7 bring it on to my property. I wouldn't allow him to discharge  
8 it on my property. I didn't even want it on my property. So  
9 another resident, who's an adult who owned this incendiary  
10 device went across the street to a vacant lot and shot it off  
11 there. And the association felt it was appropriate to hold my  
12 property responsible for what originated and took place at  
13 Mr. Mushkin's property.

14 Q Now, were you fined for those -- for that conduct?

15 A I was.

16 Q Okay. And are you disputing those fines with NRED?

17 A I am. It's about \$20,000 in HOA fines. They deemed  
18 everything a health and safety violation.

19 Now, I'm very familiar with NRS 116. I even wrote a  
20 BDR to amend the language of NRS 116. I testified on it in  
21 front of the state senate.

22 The statute allows for a hundred dollar maximum per  
23 violation or a thousand dollars in the aggregate. There is an  
24 exception for health and safety violations. Health and safety  
25 violations do not include allowing your guests to come through

1 using a resident transponder because the guard won't allow them  
2 through in violation of statute. It does not include failure  
3 to -- a health and safety violation does not include failure to  
4 provide notice of your guest list 10 days in advance of an  
5 event. Yet those are the health and safety violations that the  
6 HOA issued last year that Mr. Mushkin is now here claiming that  
7 CBC should be exempt from the governor's directive and allowed  
8 to foreclose on a note they admit they don't even own.

9 Q Did CBC contact you after any point in August or  
10 September or October of 2019 to talk to you about this July  
11 4th fireworks?

12 A Yes. The HOA board called CBC. CBC and I discussed  
13 it. I sent -- I showed them -- I think I showed them the  
14 video, and I told them that I would address it through  
15 initially a complaint with NRED, and if we can't get through it  
16 in mediation, then I would take it to the judiciary to resolve  
17 it. I'm not paying a \$20,000 fine for fireworks at  
18 Mr. Mushkin's property or not providing a guest list.

19 Q So you informed CBC that you were disputing this and  
20 that you're fighting it through NRED; is that correct?

21 A That's correct. And it's currently there now.

22 Q Okay. Great. Now, have you and your family,  
23 Mr. Bloom, taken any action at the Spanish Heights property  
24 that would be classified as engaging in criminal activity?

25 A Absolutely not.

1 Q Okay. And explain that. You're not running a meth  
2 lab at your property?

3 A There's no meth lab. There's no crack den. It's not  
4 the crime scene of a homicide. It's -- you know, there's not a  
5 green pool. There's nothing -- I mean, there's nothing in  
6 there that would be contemplated by the governor in his  
7 executive -- there's nothing in there period. I mean, they  
8 fabricated the health and safety violations, which aren't even  
9 health and safety violations if they were true.

10 Q Mr. Bloom, have you and your family taken any action  
11 at the Spanish Heights property that would be classified as  
12 causing significant damage to the property?

13 A Absolutely not. We put in over \$100,000 in repairs  
14 to the property. We have a cleaning service, and we have a  
15 cleaning person there three days a week full-time, you know,  
16 all day. We have somebody in the house that's -- whose job it  
17 is to take care of the house, everything from changing light  
18 bulbs to doing minor repairs to, you know, interfacing with  
19 vendors. So, I mean, it's quite the opposite. The house is  
20 very well maintained.

21 Q There was an inspector that CBC hired to come and do  
22 a report of the property in March. Do you recall that?

23 A I do.

24 Q Okay. Did the inspector have some problems as he was  
25 going through the property in trying to access your security

1 system or your door handles?

2 A So this inspector was selected by Mr. Mushkin.  
3 Mr. Mushkin asked if he could do an inspection. I accommodated  
4 the request. Mr. Mushkin indicated that this was a guy named  
5 Waldo who would be coming by with his daughter and that  
6 Mr. Mushkin has a -- has used in the past and has a preexisting  
7 relationship with.

8 Waldo showed up and said he was going to do an  
9 inspection. I offered to show him how to use the home  
10 automation system, the smart home features. He declined saying  
11 he does not inspect low voltage and then proceeded to issue a  
12 house --

13 MR. MUSHKIN: Your Honor. I have to object. That's  
14 hearsay.

15 THE COURT: Sustained.

16 MR. GUTIERREZ: Is --

17 THE WITNESS: He then issued a --

18 BY MR. GUTIERREZ:

19 Q Explain to us what you saw from personal knowledge or  
20 what you witnessed.

21 A Well, I offered to show this inspector that  
22 Mr. Mushkin chose how to use the home automation system. He  
23 declined.

24 THE COURT: Sir, you can't tell me what he said, only  
25 what you did or observed.

1 THE WITNESS: Okay.

2 THE COURT: Thank you.

3 THE WITNESS: I did not show him how to use the home  
4 automation system.

5 MR. GUTIERREZ: Okay.

6 THE WITNESS: And it was not by my choice.

7 As a result, a report was issued, and in this report  
8 he said the fireplaces don't work. They work fine. He just  
9 didn't know how to turn them on.

10 THE COURT: Sir, you can't tell me what the report  
11 said unless the report is in evidence.

12 THE WITNESS: Is the report in evidence?

13 MR. GUTIERREZ: No. It's --

14 MR. MUSHKIN: It is.

15 MR. GUTIERREZ: Is it? What is it?

16 THE COURT: What exhibit, Mr. Mushkin?

17 THE WITNESS: Exhibit T.

18 MR. MUSHKIN: H I believe -- G.

19 THE WITNESS: Exhibit G.

20 THE COURT: All right. So you can tell me what they  
21 report says since it's in evidence.

22 MR. GUTIERREZ: Thank you, Mr. Mushkin.

23 BY MR. GUTIERREZ:

24 Q Okay. So Exhibit G, if you could turn to that,  
25 Mr. Bloom. Is that a copy of the inspection report for your

1 property at 5148 Spanish Heights?

2 A Yes.

3 Q Okay. Now, in this report, you were stating that  
4 there were certain problems that the inspector had in accessing  
5 parts of your property; is that correct?

6 A Yes.

7 Q Okay. And explain that for us.

8 A Well, there's a lot of air conditioning issues that  
9 he's saying exist. One of the things we submitted was 16,000  
10 in bills to repair these issues. There's still warranty items  
11 if they weren't working, but they work fine. He just didn't  
12 know how to turn them on. There's fireplaces. The house has  
13 six fireplaces. He didn't know how to turn them on. Then he  
14 says he couldn't find the remote. It was on the control system  
15 that I offered to show him how to use.

16 He said all, all of the door handles on the second  
17 floor are not functioning. The door handles have locking  
18 mechanisms where there's a bolt that goes up into the ceiling  
19 and down into the floor of the doorframe. You need to lift it  
20 up and then push it down to activate it or engage the  
21 mechanism. I would represent that they all function as  
22 designed, and he just didn't know how to use it. So there's a  
23 lot in -- and, you know, he talks about water damage and  
24 moisture. That was all remedied a long time ago. And what  
25 he's finding is remnants of the repairs that were done a while

1 ago which have subsequently been fixed as they're only  
2 cosmetic. But even those don't exist anymore. So there's all  
3 kinds of issues with Mr. Mushkin's friend's inspection report.  
4 But the house was in fantastic shape.

5 MR. GUTIERREZ: Okay. And, Your Honor, we at this  
6 time move to admit Exhibit Double I.

7 THE COURT: Any objection to Double I?

8 MR. MUSHKIN: No objection, Your Honor.

9 THE COURT: Double I will be admitted.

10 (Joint Exhibit Number(s) II admitted.)

11 BY MR. GUTIERREZ:

12 Q Mr. Bloom, if you could turn to Exhibit Double I,  
13 page 1. Tell us what this is.

14 A So this is a Google Earth aerial image of the end of  
15 my street. My residence is 5148, and it's denoted on the  
16 image. What was the Rhodes' residence and is now  
17 Mr. Mushkin's, I guess, property as the manager is also  
18 delineated. So you can see the proximity of the properties.  
19 You can also see in Mr. Mushkin's residence that backyard area.  
20 That's where the fireworks had launched from. And these are  
21 actually stills from a video image. There's --

22 Q What page --

23 A -- [indiscernible].

24 Q On page 3, is that where you're looking at?

25 A Yeah. Well, so on page 2, it shows the front

1 exterior, on the left my property, on the right Mr. Mushkin's  
2 property. And then on page 3, you can see the fireworks coming  
3 from the backyard of Mr. Mushkin's property with the front of  
4 Mr. Mushkin's property.

5 And, you know, page 3 and 4 and 5 are stills from  
6 videos that we have and are prepared to present. But page 3 is  
7 from the front of Mr. Mushkin's property with the fireworks  
8 behind. Page 4 is an aerial drone of the fireworks from  
9 Mr. Mushkin's property; and the drone spins around. You can  
10 clearly see that there are no fireworks for my property. And  
11 then page 5 is a video of the fireworks from Mr. Mushkin's  
12 property as taken from my property.

13 Q Okay. Is this all evidence that you submitted to  
14 NRED to dispute that these fines should be associated with your  
15 property?

16 A This is all evidence that I was prepared to submit to  
17 NRED. We still haven't gotten the mediation. Mr. Mushkin is  
18 also -- no. The representative for the HOA in mediation wants  
19 a in-person hearing. And the mediator doesn't want to do an  
20 in-person hearing because of COVID-19 and the pandemic.

21 Q So that's currently being stayed until further  
22 notice; correct?

23 A Correct. I'm trying to get it sent to District Court  
24 so we can get it resolved. The mediator is just not  
25 comfortable proceeding until all the restrictions are lifted,



1 and we're not wearing facemasks anymore.

2 Q Okay. Now, Mr. Bloom, who will be paying the first  
3 and second liens on the Spanish Heights property going forward?

4 A SHAC will be paying the first and second going  
5 forward. SHAC will be paying the HOA going forward. SHAC has  
6 already prepaid the insurance policy for the year. So SHAC is  
7 going to be picking up all the maintenance, the utilities. So  
8 SHAC will be maintaining the property as the owner. SHAC will  
9 be funded initially by prepaid rents from SJC under the lease.  
10 And then when the lease is fully prepaid through capital calls  
11 to its members, both me and CBC, I guess, if they want to  
12 participate in the capital calls.

13 Q Now, Mr. Bloom, what damage will be done to CBC if  
14 the Court grants the injunction you're requesting?

15 A None. CBC's position actually improves over time as  
16 I continue to service the first and the second. The principal  
17 balances ahead of CBC are reduced, and CBC picks up more and  
18 more equity -- well, whoever the noteholder is picks up more  
19 and more equity in their note if the note still exists, but CBC  
20 also can't be harmed because they admit they don't even hold  
21 the note. So there's no harm that CBC can suffer.

22 MR. GUTIERREZ: Thank you, Mr. Bloom.

23 I'll pass the witness, Your Honor.

24 THE COURT: Cross-examination.

25 And if anybody needs a break, let me know. I'm happy

1 to give you a break. I know we can't drink water while we have  
2 our masks on; it sometimes gets to the point that you need  
3 water, or you need a rest room break. Please let me know. I'd  
4 be happy to accommodate your requests.

5 CROSS-EXAMINATION

6 BY MR. MUSHKIN:

7 Q Mr. Bloom, what's the address of the property that  
8 you have been referring to as the Mushkin property?

9 A 5212 Spanish Heights I believe.

10 Q Mr. Bloom, you are well aware that Dassia owns that  
11 property; correct?

12 A Correct.

13 Q And that I'm the manager of that LLC; correct?

14 A Correct.

15 Q And you are also aware that Mr. Rhodes owned the  
16 property on July 4th of 2019?

17 A Correct.

18 Q So the property -- and you're also aware that there  
19 was a joint guest list submitted for that July 4th party with  
20 you and Mr. Rhodes; isn't that correct?

21 A I submitted a guest list and Rhodes submitted a guest  
22 list. I wouldn't categorize it as a joint guest list.

23 Q If I told you that on record at the HOA is a joint  
24 guest list for July 4th, would the HOA be incorrect?

25 A To my recollection, it would be.

1 Q Hmm. Let's take a look at the forbearance agreement,  
2 Exhibit A, SJC Ventures is a party; is that correct?

3 A There is legacy language that would indicate that,  
4 but SJC is not a signatory to the agreement. That was  
5 originally the intent, and then it changed to SJC providing --

6 Q Wo. That's an awful lot there. Let's take a look at  
7 the first page of the document.

8 MR. MUSHKIN: Your Honor, I'm going to ask Mr. Bloom  
9 to answer yes and no to my questions as best he can.

10 THE COURT: You can ask. That doesn't mean he'll  
11 follow your instruction.

12 BY MR. MUSHKIN:

13 Q Mr. Bloom?

14 A Yes.

15 Q I would like you to take a look at A25.

16 THE COURT: A-2-5?

17 MR. MUSHKIN: A-2-5.

18 THE COURT: Thank you. I'm trying to get the hang of  
19 this scrolling an enlarged document.

20 BY MR. MUSHKIN:

21 Q Mr. Bloom, I asked you if SJC Ventures was a party to  
22 this agreement. Did you say no?

23 A I did.

24 Q You were incorrect, sir; were you not?

25 A [No audible response.]

1           Q     I would direct your attention to page 1 where at the  
2 end of the very first paragraph it says and SJC Ventures LLC.  
3 And I would direct your attention to page A25 where the  
4 signatory of one Jay Bloom and SJC Ventures LLC exists. Do you  
5 see those?

6           A     I see what you're referencing. I want to make sure  
7 it's all the same document because we just went through a  
8 series of signature pages where the Antoses -- oh, that was the  
9 pledge agreement. I'm sorry. Yes. Yes. The pledge agreement  
10 is the agreement to which I was referring when I said SJC was  
11 not a party. The forbearance agreement --

12          Q     You are, in fact, a party to the forbearance  
13 agreement; correct?

14          A     I am not.

15          Q     Say it again?

16          A     I am not. SJC is.

17          Q     SJC is. You're correct.

18                Now, let's take a look at page 5. And I'd like you  
19 to look at 4.1. Do you see that provision?

20          A     I do.

21          Q     And for the record, that is titled, Forbearance  
22 limited to identify defaults; correct?

23          A     Correct.

24          Q     And it goes on to limit certain things that it is  
25 willing to -- the forbearance is limited solely to the

1 suspended exercise of its respective rights -- rights and  
2 remedies arising under the amended note and deed of trust. Do  
3 you see that?

4 A I do.

5 Q And it doesn't waive any rights; correct?

6 A Well, they're waiving their rights to the extent that  
7 they forbear on taking any action under the rights that they --

8 Q It says at the end of page 5, CBC shall not be deemed  
9 to have suspended or waived any rights or remedies it may have  
10 with respect to any other existing breach, default or event of  
11 default under the loan documents, including the amended note  
12 and modified deed of trust. Do you see that?

13 A I do.

14 Q Okay. And then there's a bunch of other  
15 representations: No new defaults, et cetera. Okay?

16 A Okay.

17 Q So it's clear that it's not everything that they've  
18 forbearance. It's limited defaults; correct?

19 A Okay.

20 Q And you just testified that the forbearance said they  
21 won't do anything. That was wrong, wasn't it?

22 A I think the document speaks for itself on that point.

23 Q That's not responsive to my question. It's a  
24 yes-or-no answer. Your prior testimony was wrong when you said  
25 that the forbearance agreement means you can't do anything.

1 That's incorrect, yes?

2 A That's my understanding of the agreement, that they  
3 would forbear from taking any action.

4 Q It doesn't say that, does it?

5 A That was my understanding of the agreement.

6 Q How did you -- how did you gain that understanding?

7 A From my discussions with Alan Hallberg. They would  
8 stand down as long as we -- as long as we comply --

9 Q Did you read this agreement?

10 A You just read it for us.

11 Q Did you read this agreement when you signed it?

12 A I did.

13 Q Did you participate in the preparation of the  
14 agreement?

15 A It was drafted by counsel for CBC.

16 Q And who was counsel for CBC?

17 A I don't remember his name.

18 Q And did you have counsel at the time?

19 A I don't remember if I ran this by counsel or not.

20 Q Then you participated in the drafting?

21 A Correct.

22 Q Let's take a look at paragraph 5.9.

23 THE COURT: 5.9?

24 MR. MUSHKIN: 5.9 is --

25 THE COURT: Additional collateral.

1 BY MR. MUSHKIN:

2 Q It's A009. Additional collateral. Do you see that?

3 A I do.

4 Q And it says,

5 As additional security for the  
6 satisfaction of the obligations of their  
7 obligations herein, the Antos parties and the  
8 SJCVC parties grant to CBI the additional  
9 described in Exhibit B, collectively  
10 additional collateral.

11 Do you see that?

12 A I do.

13 Q All right. We'll go to Exhibit B in a little while.  
14 Now, I'd like you to take a look at Exhibit A, the page A14.  
15 Do you see the conditions precedent?

16 A I see the paragraph, yes.

17 Q So you see that the first page talks about execution  
18 of documents; right?

19 A I do.

20 Q And then it says all agreements, opinions of counsel  
21 and other documents provided for in Exhibit B hereto. Do you  
22 see that?

23 A Yes.

24 Q All right. We'll go take a look at that a little  
25 later.

1 Reimbursement of CBI's costs and expenses. Have you  
2 ever reimbursed -- it's CBC I.

3 MR. MUSHKIN: Your Honor, I want to make just a  
4 clarification.

5 THE COURT: You're asking questions. Don't make  
6 clarifications until time for argument.

7 MR. MUSHKIN: Sorry. I'll get another witness.  
8 BY MR. MUSHKIN:

9 Q Mr. Bloom, we talked about different entities.  
10 There's something called CBC Partners. Do you know what that  
11 entity is?

12 A To my knowledge, there's only one entity. It was  
13 referred to as CBC Partners. There was no distinction between  
14 CBC and CBC I up until this litigation.

15 Q The documents reflect something called CBC I; is that  
16 correct?

17 A Correct.

18 Q Okay. We'll get to that later too.

19 Now let's take a look at 8.3. So the property, to  
20 the extent applicable, the Antos parties and the SJCV parties  
21 lawfully possess and hold 100 percent ownership interest in the  
22 property and collateral for this forbearance agreement. Do you  
23 see that?

24 A I do.

25 Q The Antos parties and SJC parties own all the



1 collateral for the amended note and modified deed of trust free  
2 and clear of any defects, reservations and conditions, sales  
3 contract, et cetera, et cetera. Do you see that?

4 A I do.

5 Q Okay. Now, let's take a look at 8.4. This is the  
6 disclosure about your judgment; is that correct?

7 A Correct.

8 Q So from the very beginning, sir, you were pledging a  
9 hundred percent ownership in the property and the security in  
10 the judgment; correct?

11 A My recollection is different.

12 Q But the document shows that's in it right from the  
13 beginning; correct?

14 A No. This is a final draft, not an initial draft.

15 Q Sir, this is a fully executed document --

16 A Which would be the --

17 Q -- take a look at page --

18 A Which would be the final draft.

19 Q Sir, please take a look at page 25. You signed this  
20 document, didn't you?

21 A Yes.

22 Q Okay. So this is the fully executed document.

23 A Correct.

24 Q And in this document, not only is a hundred percent  
25 ownership interest in the property the subject of the document,

1 but the judgment itself; is that correct?

2 A No, that's -- you're misconstruing what the language  
3 of the document says.

4 Q Well, let's take a look at paragraph 8. It says  
5 Antos parties and as SJZ -- SJC parties --

6 A Paragraph 8 what?

7 Q 8, period, in bold print.

8 A Okay.

9 Q -- representations and warranties.

10 A Correct.

11 Q So you warrant this right there at 8.4 at the  
12 beginning of the relationship; correct?

13 A At 8.4 there's a disclosure, yes, with the --

14 Q Thank you. Now, let's take a look at the next page  
15 in Section 9 on page A16, 9.1, no breach by CBC I. Is that  
16 correct?

17 A That's correct.

18 Q Okay. Now let's take a look at 9.3. No waiver. Do  
19 you see that?

20 A I see that.

21 Q All right. So by entering this agreement, CBC I does  
22 not waive any existing defaults. Do you see that?

23 A I do.

24 Q All right. Now, let's go to 9.8. These are again to  
25 be identified defaults. Do you see that?

1 A I do.

2 Q And at the bottom of that page, it says CBC I is free  
3 to exercise all of its rights and remedies under the note and  
4 third mortgage as a result of the identified defaults committed  
5 by the Antos and SJCVC parties; correct?

6 A Correct.

7 Q Let's go to the next page, 18, 018. It contains a  
8 release; is that correct?

9 A Correct.

10 Q So CBC I is released from any problems; is that  
11 correct?

12 A Loosely speaking.

13 Q And 11 is no prejudice, reservation of rights. Is  
14 that what that is?

15 A Those are the first five words of that paragraph,  
16 yes.

17 Q Thank you. Now let's go to page 23. It is  
18 specifically contracted in paragraph 25 that the remedies of  
19 CBC I are cumulative; is that correct?

20 A Where on page 23 are you?

21 Q Paragraph 20. Number 25 on page A23.

22 A Okay. You said page 25.

23 Q Sorry.

24 A So paragraph 25.

25 Q Paragraph 25, A23.

1 A Okay.

2 Q Remedies are cumulative; is that correct?

3 A Correct.

4 Q Okay. And then we went through and you did sign it.  
5 That's correct as well; right?

6 A SJC signed it. I signed it on SJC's behalf in my  
7 capacity as manager.

8 Q Now, let's talk about SJC Ventures LLC because I  
9 think we got a little bit of a problem. You filed this action  
10 with SJC Ventures as a domestic LLC; correct?

11 A I'm not sure offhand.

12 Q I'll represent to you that that's what it says.

13 A Okay.

14 Q But SJC Ventures is not a Nevada LLC, is it?

15 A I believe it's a Delaware LLC.

16 Q And, in fact, there is a Nevada SJC Ventures, isn't  
17 there? LLC.

18 A I'm not sure.

19 Q Yeah, unfortunately, there is.

20 A Okay.

21 Q It's a woman in Pahrump. Sorry. I'm having a hard  
22 time locating the document. Here it is. I'll represent to  
23 you, Mr. Bloom, that on September 19th of 2019, the Secretary  
24 of State created an entity SJC Ventures LLC. It's a -- the  
25 street address is 500 North Rainbow, and the managing member is

1 Colleen Hamilton at 3544 East Marathon Drive, Pahrump, Nevada.

2 MR. MUSHKIN: I actually meant to bring that up in  
3 the beginning, Your Honor, but there is a flaw in the pleadings  
4 that --

5 THE COURT: So at some point in argument we'll deal  
6 with that.

7 MR. MUSHKIN: We'll deal with that.

8 THE COURT: Yeah.

9 BY MR. MUSHKIN:

10 Q So you're not the manager of SHAC, are you? You, Jay  
11 Bloom?

12 A SJC is the manager of SHAC.

13 Q Now, throughout these documents, you've signed Jay  
14 Bloom, manager of SHAC. That's an incorrect signature; is that  
15 correct?

16 A Not necessarily. I'm signing in my capacity as  
17 manager of SJC on SJC's behalf as manager of SHAC.

18 Q But it doesn't say that in the document, does it? It  
19 just says SHAC by its manager Jay Bloom over and over  
20 throughout the document?

21 A Okay.

22 Q So that's technically incorrect; isn't that right?

23 A Well, I --

24 Q It should say SJC, its manager, by Jay Bloom, the  
25 manager of SJC?

1           A     It's a more appropriate caption, but it's the right  
2 signature with the authority to sign the document.

3           Q     That's what I -- I'm glad you said that because we're  
4 going to get to that on that pledge document.

5           A     Okay.

6           Q     So now let's go to -- I just want to get to the front  
7 page of the document. It's A34. It's the limited liability  
8 company agreement of Spanish Heights LLC. It's been admitted.  
9 This was part of the forbearance agreement documents; is that  
10 fair to say?

11          A     It was part of the closing documents on the sale of  
12 the house.

13          Q     Okay. And --

14          A     I don't believe it's incorporated into the  
15 forbearance agreement.

16          Q     No. I didn't say incorporated by reference, but it  
17 was all part of that body of documents --

18          A     The closing --

19          Q     -- that the lease, the limited liability company, the  
20 resignations. As you said, the initial LLC had three members,  
21 and then the two of you resigned. Is that fair?

22          A     Right. Your question --

23          Q     And then you come back in through this operating  
24 agreement?

25          A     Your question was, was this part of the forbearance

1 agreement and --

2 Q No. Was this part of a package of documents at the  
3 time of the forbearance agreement?

4 A A package of closing documents at the time of the  
5 forbearance agreement.

6 Q Thank you. So let's take a look at paragraph 8.02,  
7 and it says, Investor members covenants. Do you see that?

8 A Yes.

9 Q Investor members shall provide the funding for an  
10 annual expense reserve account in the amount of 150,000 with 90  
11 days -- within 90 days of the execution of this agreement from  
12 which nonmember CBC Partners is authorized to issue payment  
13 against its obligations due from the seller member should  
14 investor member fail to effect such payments in a timely  
15 fashion.

16 Do you see that paragraph?

17 A I do.

18 Q Did you establish such an account?

19 A We attempted to.

20 Q Is that a yes or a no, sir?

21 A That was we attempted to, and then we modified by --

22 Q I didn't ask you if you modified. I just asked if  
23 you established such an account. The answer is no; isn't that  
24 correct?

25 A No account was established.

1 Q Let's go to Number 2. Provide for a second funding  
2 of an annual expense reserve account one year later in the  
3 additional amount of 150,000. Did you provide that?

4 A As with the first year, the parties agreed that there  
5 was no requirement to establish the account. So no account was  
6 established.

7 Q Okay. So you've said this a couple of times. Let's  
8 unwind this.

9 You acknowledge that this document has a merger  
10 provision that says it can only be modified in writing; is that  
11 correct?

12 A Are you referencing a specific paragraph?

13 Q No. I'm representing the document. Are you aware of  
14 whether this document has such a provision --

15 A I'm not aware.

16 Q -- that says it can only be modified in writing?

17 A I'm not aware of the provision.

18 Q Let's take a look at page 27:

19 This agreement, including the exhibits  
20 hereto may be amended or modified from time  
21 to time only upon the written approval of the  
22 company acting through the manager and the  
23 investor member provided, however, so long as  
24 the seller member owns --

25 You got that, only in writing?



1 A Yeah.

2 THE COURT: And that's on page A60?

3 MR. MUSHKIN: Yes, ma'am, A60.

4 THE COURT: You've got to use the Bates numbers, or  
5 we'll all get confused.

6 MR. MUSHKIN: I'm very sorry.

7 THE COURT: It's okay.

8 MR. MUSHKIN: It's paragraph --

9 THE COURT: 12.09.

10 MR. MUSHKIN: -- 12.09, A60.

11 BY MR. MUSHKIN:

12 Q Do you see that, sir?

13 A I do.

14 Q Okay. So there can't be any oral modifications, can  
15 there?

16 A Well, there was.

17 Q There was. Of course, there was. Now, so you didn't  
18 provide that second 150,000, did you?

19 A I did just to CBC and not to the account.

20 Q Oh. Okay. But doesn't the contract call for that  
21 fund to be renewed at the end of each lease year?

22 A Subject to 12.06 on page A60 which deals with  
23 severability for any provision that's unenforceable. And if  
24 the bank doesn't provide the control account it calls for, it's  
25 subject to severability under this agreement. And the parties

1 three years ago addressed this issue with no complaints for the  
2 last three years. All monies that that control account was  
3 supposed to satisfy are --

4 Q Well, get to the -- Mr. Bloom --

5 THE COURT: Mr. Mushkin. You've got to let him  
6 finish.

7 MR. MUSHKIN: Sorry.

8 THE COURT: I know you don't like how he's answering,  
9 but it's okay. He gets to answer.

10 Sir, were you finished with your answer?

11 THE WITNESS: I am. Thank you.

12 BY MR. MUSHKIN:

13 Q Take a look on page A54, please. It says, cause the  
14 company to pay all HOA assessments and fines. Do you see that?

15 A Yes.

16 Q You didn't do that, did you?

17 A I did.

18 Q Well, isn't it true that in January of '19 CBC had to  
19 send \$12,900 to the HOA to stop the foreclosure?

20 A I believe that was out of the \$80,000 that I sent to  
21 CBC.

22 Q I don't know what you're talking about, what you sent  
23 to CBC, sir. It says you're going to pay the HOA. You let the  
24 HOA go into arrears in such an amount that CBC had to pay  
25 \$12,000 to stop a foreclosure; isn't that correct?

1 A No.

2 Q Wow.

3 A My feeling exactly. Wow.

4 MR. MUSHKIN: Sorry, Your Honor.

5 BY MR. MUSHKIN:

6 Q So Exhibit B on page A68 calls for the commitment on  
7 behalf of the investor member of 150,000 --

8 A Did you say Exhibit B?

9 Q Exhibit A, 0-6-8.

10 THE COURT: Exhibit B to Exhibit A.

11 MR. MUSHKIN: Yeah. It's Exhibit A to --

12 THE WITNESS: Okay. I'm sorry.

13 MR. MUSHKIN: Which is Exhibit B. Sorry.

14 THE COURT: But it's easier if you call it A68.

15 MR. MUSHKIN: A68.

16 THE WITNESS: Much easier. Thank you.

17 BY MR. GUTIERREZ:

18 Q Where's the 150,000 that you were supposed to pay for  
19 your membership interest?

20 A That and a bunch more was paid directly to CBC.

21 Q It doesn't say that here, does it?

22 A What do you mean?

23 Q It says you're supposed to pay this into SGC Ventures  
24 150,000. You didn't do that, did you?

25 A It doesn't say I'm supposed to pay it into SJC

1 Ventures. It says SJC Ventures, that's the capital commitment,  
2 which the commitment was made and tendered to CBC.

3 Q Sir, I just went through the two reserve accounts  
4 that you didn't put up.

5 A Maybe I'm not being clear.

6 Q Maybe you're not answering my question.

7 THE COURT: Mr. Mushkin, you've got to let him  
8 finish.

9 Sir, could you finish your answer, please.

10 THE WITNESS: Thank you, Your Honor.

11 The agreement was originally that we would establish  
12 a control account to assure the financial performance of the  
13 obligations of SHAC and SJC. SJC tried to establish a control  
14 account with Bank of America. Bank of America did not offer  
15 the services where they had a control account that was  
16 contemplated by the agreement. So CBC and SHAC and SJC all  
17 agreed that in lieu of putting 150,000 into a control account  
18 from which the bills were to be paid and CBC would have some  
19 control over that control account to assure each monthly  
20 payment out of that account balance, which would be depleted  
21 over the course of the year, and in lieu of that structure,  
22 because it was impractical, the money was just paid to CBC.

23 And CBC is not here arguing that any of the bills  
24 weren't paid. In fact, they -- we did it a second time for the  
25 second year, and there was no objection when we extended the

1 forbearance agreement. This was the way we just did it. We  
2 modified -- we modified the performance under the agreement to  
3 what was actually possible to do.

4 MR. MUSHKIN: Are you done?

5 THE WITNESS: Sure.

6 MR. MUSHKIN: Thanks.

7 BY MR. MUSHKIN:

8 Q Let's take a look at page A69. This is Exhibit B to  
9 the forbearance agreement. Now, this is dated the 27th day of  
10 September of 2017. Do you see that?

11 A I do.

12 Q Would you take a look at the second page, A71, and it  
13 recites the obligations to be performed by a CBC I?

14 A The second page is A70. Do you mean A70 or A71?

15 Q I'm sorry. A71. You are correct, the third page.

16 A Paragraph 2?

17 Q Paragraph 2.

18 A Yes.

19 Q This paragraph addresses prior to the execution of  
20 this forbearance agreement CBC I made certain payments to the  
21 first mortgage and second mortgage to prevent the default in  
22 the first and second mortgage. Do you see that?

23 A I do.

24 Q That's the preforbearance protection payments;  
25 correct?

1 A Correct.

2 Q And you were aware of those?

3 A Yes.

4 Q And then it goes on to talk about the  
5 post-forbearance protection payments. Do you see that at the  
6 end of the paragraph?

7 A Yes.

8 Q And those are the payments that we've discussed, the  
9 first and the second for the 30 months; is that correct?

10 A Yes.

11 Q Now let's take a look at the third, the payment of  
12 the taxes. The parties have agreed to enter this forbearance  
13 agreement based on the parties' assumption that the first  
14 mortgage will pay the property taxes owed to Clark County.  
15 Have we subsequently learned that the first mortgage has not  
16 paid those taxes?

17 A They did pay the taxes the first year.

18 Q And then they have stopped paying them?

19 A Well, they haven't paid them yet, but my expectation,  
20 having dealt with real estate for decades is that they'll make  
21 the protective advance so that there's not a property tax  
22 foreclosure --

23 Q But you haven't paid them, have you?

24 A I'm sorry. I'm still --

25 Q I'm sorry, Mr. Bloom.

1           A     My experience has been that a first mortgage will  
2 always make a protective advance of the property taxes to  
3 prevent a property tax foreclosure which would extinguish their  
4 subordinated \$3 million first position note -- 3 and a half  
5 million dollar first position note.

6           Q     You haven't made the property tax payments, have you?

7           A     I have not.

8           Q     But you have agreed to make them under the lease;  
9 isn't that correct?

10          A     If required. If the first doesn't. I'm not going to  
11 allow a property tax foreclosure sale to occur.

12          Q     Your -- the lease actually says that you'll make  
13 payments equal to 1/12 of the yearly property taxes each month.  
14 Doesn't it say that?

15          A     We'd have to go to the lease agreement.

16          Q     We can do that later. All right. So now taxes --  
17 let's go to page A73. And it says, Payments to be made by  
18 SHAC; is that fair?

19          A     Paragraph 4?

20          Q     Yes, sir.

21          A     Yes.

22          Q     That's the 8560.42 for a period of 24 months;  
23 correct?

24          A     Correct.

25          Q     And that's been extended for six months more to

1 March; is that correct?

2 A Correct.

3 Q And then there's a balloon payment due of the  
4 principal of the note, the preforbearance protection payments  
5 and an amount equal to the sum of all post-forbearance  
6 protection payments. Do you see that?

7 A I do.

8 Q Any argument that those payments are due as of March  
9 31st?

10 A No.

11 Q Okay. Now --

12 A To the extent -- I'm sorry. To the extent the note  
13 still exists.

14 Q SHAC to lease to SJCV, you can see that's in there;  
15 correct? So everybody knows about the lease. Now, let's go to  
16 paragraph 6. Additional security to be provided by SHAC, SJCV  
17 and other parties. Do you see that?

18 A I do.

19 Q SJCV and the Antos Trust shall pledge their  
20 membership interest in SHAC to CBC I per the terms of the  
21 pledge agreement identified in Exhibit B4. Do you see that?

22 A I do.

23 Q Now I'd like you to take a look at the signature page  
24 on page A78. SJC Ventures LLC by manager Jay Bloom; is that  
25 correct?



1 A It is.

2 Q Thank you. So in December -- I want to get the date  
3 of this right -- this is September 27th I believe -- or  
4 September 17th as Exhibit B to the forbearance agreement.  
5 You are representing that this has been pledged; is that  
6 correct?

7 A That's legacy language that should've been removed  
8 when we introduced the security agreement.

9 Q So legacy language. What does that mean, sir?

10 A That means that that was the original discussions,  
11 and when we did the security agreement, that should have been  
12 taken out and wasn't. It's the reason SJC is not a signatory  
13 to the Antoses' pledge agreement.

14 Q Wow. Let's take a look at the pledge agreement.

15 A Okay.

16 Q Whereas, that's A81. If you go to the end of the  
17 first whereas, SHAC and SJC Ventures LLC are parties to this  
18 pledge agreement; correct?

19 A Correct.

20 Q Pledgors are the owners of a hundred percent of the  
21 membership interest. Do you see that?

22 A I do.

23 Q And it's your testimony -- let's go to one more page  
24 on page A86, paragraph 18, continuing security interest,  
25 assignment under credit agreement. Even though that assignment

1 and security is referenced at paragraph 18, it's somehow your  
2 testimony that this is legacy language and a hundred percent is  
3 not pledged?

4 A So the pledge collateral includes both the Antoses'  
5 49 percent and the security interest in the cash realized under  
6 the SJC security agreement, which is A93. If at conclusion,  
7 notwithstanding the legacy language, at conclusion when we  
8 executed, A88 would have two signatory lines for the pledgor,  
9 not one.

10 Q So, Mr. Bloom, isn't it true that the only flaw in  
11 this document is instead of saying Spanish Heights Acquisition  
12 Company, it should say SCVJ -- or SCJ Ventures (sic) LLC?  
13 Those are the parties, and those are the pledgors?

14 A No. No. What that is is Spanish Heights signed  
15 because the operating agreement requires Spanish Heights'  
16 approval for a member to transfer its interest.

17 Q There's no transfer of interest here, sir.

18 A On April 1st, you sent me a letter that said that  
19 the Antoses had transferred --

20 MR. MUSHKIN: Your Honor, I'd like you to stop the  
21 witness --

22 THE WITNESS: -- their interest.

23 MR. MUSHKIN: -- he's not being responsive at all to  
24 my question.

25 THE COURT: Your request is denied.

1           You may continue, sir.

2           THE WITNESS: On April 1st, you sent me a letter  
3 saying that the Antoses transferred their interest under this  
4 pledge agreement, April 1st of 2020. That transfer would not  
5 have been possible without the preapproval by Spanish Heights  
6 that would allow such a transfer by a member. That's why  
7 Spanish Heights is a signatory.

8           Had SJC been intended to be a pledgor, it wouldn't be  
9 there. It would be under the Antoses' signature where it says  
10 pledgors, not an acknowledgment. This is a signature of an  
11 acknowledgment by the company allowing the Antoses to pledge.  
12 This acknowledgment is required under the operating agreement.

13          Q     So when you signed the prior document, Exhibit B to  
14 the forbearance agreement?

15          A     Do you have a page number or a Bates number?

16          Q     A71 -- I'm sorry. A69 is the beginning of it. The  
17 provision that I am most interested in is page 74 where SJC  
18 and the Antos Trust shall pledge their membership interest in  
19 SHAC. So I guess the question is, sir, why did you sign this  
20 document? Why did you sign the forbearance agreement if you  
21 weren't pledging a hundred percent like it said?

22          A     Well, I think I've answered that. Because originally  
23 that was the intent, and then we introduced the --

24          Q     Oh, okay. I -- I got it.

25          A     -- and then we introduced the security --

1 Q It's that legacy language.

2 A -- and then we introduced the security agreement.

3 Q I see.

4 A That language should have been changed. What was  
5 changed is that SHAC was removed, or SJC was removed as a  
6 pledgor of its equity interest in SHAC.

7 Q So --

8 A It never pledged its interest even though that  
9 initially was the discussions.

10 Q And how does that all happen on the same day, sir?  
11 The pledge agreement is dated September 27th. The security  
12 agreement is dated September 27th. The document says you're  
13 going to provide both. I just went through that with you. How  
14 does that work?

15 A It works because the documents weren't initially  
16 drafted on September 27th. There's a series of documents  
17 over a period of time with revisions as the document went back  
18 and forth. There's language in there that should've been  
19 removed. But at the end of the day, SJC has to be a signatory  
20 to a pledge agreement to be bound by it, and it was intended  
21 not to be, deliberately. That's why it's not there.

22 Q Okay.

23 A How could CBC sign a document for a pledge agreement  
24 where SJC is intended to pledge its shares, but it's not a  
25 signatory to the agreement, it's not a pledgor?

1 Q Sir, do you understand how many times you've ratified  
2 that pledge throughout these documents? About 11 different  
3 times. And now you stand before this Court -- sit before this  
4 Court and allege that the pledge wasn't made?

5 Take a look at A100. On the same day as the pledge  
6 agreement, September 27th, you issued a payment direction  
7 letter, didn't you?

8 A I'm getting to your page. Hang on one second. Yes.  
9 Yes. This is a payment directive under the security agreement  
10 directing MGA, directing the law firm that was handling the  
11 litigation and the collection of the judgment to direct  
12 payments under the security agreement to CBC to satisfy its  
13 note at the time upon collection of monies under the judgment.

14 Q Any payments been made pursuant to this?

15 A Nope. We're at the point now where we've seized  
16 assets, but we haven't monetized them yet.

17 Q I heard your testimony about that, and you were  
18 supposed to provide that information to CBC, weren't you?

19 A Mr. Hallberg and I have had numerous conversations  
20 where I updated him on the progress. I'm not aware of any  
21 further documentation that I'm supposed to provide him beyond  
22 what we've already provided.

23 Q We'll get to that. Have you -- you testified earlier  
24 that you gathered up some assets?

25 A Correct.

1 Q What assets?

2 A There's a rare metal, 272 kilograms, that we had the  
3 U.S. Marshal seize and turn over to us.

4 Q Where is it?

5 A It's here in Las Vegas.

6 Q What kind of metal is it?

7 A It's a ultrafine rare copper powder isotope. The  
8 evaluation that we've seen is \$3,600 or \$3,300, somewhere in  
9 there, per gram. We have 272,000 grams.

10 Q And how long have you had it?

11 A A couple years.

12 Q You haven't been able to sell it?

13 A No. It's not like gold and silver. Is a very  
14 limited marketplace that you can sell into. It's used  
15 primarily by governments and aerospace companies. So it's --  
16 there's not a lot of buyers. There's not a lot of sellers, but  
17 it's very valuable when a buyer and seller do come together.

18 Q Let's take a look at the consent to lease, B31.

19 THE COURT: Thank you.

20 BY MR. MUSHKIN:

21 Q Are you aware of this document?

22 A I believe so.

23 Q And you signed it as manager of Spanish Heights  
24 Acquisition Company?

25 A Correct.

1 Q Even though you're not the manager; right? You're  
2 really the manager of the manager; right?

3 A Fair enough.

4 Q Okay. I direct your attention to paragraph 2.

5 A Okay.

6 Q In the event that CBC I or any trustee for CBC I  
7 takes possession of the property as mortgagee in possession or  
8 otherwise forecloses on the property, sells the property or  
9 otherwise exercises its rights under the forbearance  
10 agreement, CBC I may terminate the lease.

11 Do you see that?

12 A I do.

13 Q So you've always been aware that this lease was  
14 terminated upon CBC exercising its rights or at least to have  
15 the ability to?

16 A If it foreclosed.

17 Q Well, it says more than just foreclosed, doesn't it?

18 A Well, that's --

19 Q It says exercise its right under the forbearance  
20 agreement; correct?

21 A Forecloses on the property, sells the property,  
22 mortgagee in possession or otherwise, yeah.

23 Q Okay. Thank you.

24 A So it didn't -- it didn't exercise its rights. It  
25 took --

1 Q Sir, I'm not asking. I don't have another question  
2 for you.

3 A I'm finishing --

4 Q I just have a question --

5 A I am finishing my answer to your last question.

6 THE COURT: All right. Finish up, and let's go to  
7 the next question.

8 THE WITNESS: Okay. I'm sorry.

9 -- or otherwise exercises its rights. It didn't  
10 exercise any rights. It took stock in satisfaction of its note  
11 from the Antoses.

12 MR. MUSHKIN: Thank you.

13 BY MR. MUSHKIN:

14 Q Now let's take a look at the amendment to the  
15 forbearance agreement, which is C1. This is dated December  
16 19th.

17 THE COURT: December 1st, 2019?

18 MR. MUSHKIN: December 2019, the first day of  
19 December of 2019.

20 THE COURT: Thank you.

21 MR. MUSHKIN: And it's at C001.

22 BY MR. MUSHKIN:

23 Q Do you see that document?

24 A I do.

25 Q And do you see where it says SJC Ventures LLC as one



1 of the collectively, the parties?

2 A Which -- yes.

3 Q All right. And then it recites that on  
4 September 27th, the parties executed a forbearance agreement,  
5 and within that forbearance agreement, it recites the pledge,  
6 the assignment and the security agreement? Do you see that?

7 A Correct.

8 Q So that as of December of '19 you're confirming that  
9 all those documents are in place; is that correct?

10 A Right. It's the Antos membership pledge agreement,  
11 the assignment of rents and the SJC security agreement. Those  
12 are the parties to the respective agreements.

13 Q Well, that's not true, is it, sir?

14 A No, it's very true.

15 Q Well, then let's take a look at paragraph 9.  
16 Paragraph 9 says,

17 The membership pledge agreement executed  
18 by SJCVC and the Antos parties shall remain in  
19 effect, and the execution of this amendment  
20 shall not be considered a waiver of CBC I's  
21 rights under the membership pledge agreement.

22 Do you see that?

23 A I do.

24 Q And let's take a look at the signature page, page 9,  
25 C009: SJC Ventures LLC, manager Jay Bloom.

1 A Correct.

2 Q SJC is confirming that it has executed the pledge  
3 agreement, is it not?

4 A I think your --

5 Q It's a yes or no question, sir.

6 A Well, you're confusing SJC's roll in its execution of  
7 that pledge agreement. As we said before, SJC signed as the  
8 manager of SHAC. So SHAC was the one that signed the pledge  
9 agreement approving the Antoses transfer of the stock. Nowhere  
10 does it say that SJC signed in its own capacity pledging its  
11 own shares. It doesn't say it in the agreement. It doesn't  
12 say it here.

13 Q That is incorrect.

14 A I was there --

15 Q Right here it says --

16 THE COURT: Mr. Mushkin. Don't argue with the  
17 witness. Just ask your next question. We'll have argument  
18 later. Okay.

19 BY MR. MUSHKIN:

20 Q Let's read paragraph 9 again, Mr. Bloom.

21 A Okay.

22 Q The membership pledge agreement executed by SJC and  
23 the Antos Trust shall remain in effect, and the execution of  
24 this amendment shall not be construed as a waiver. Do you see  
25 that?

1 A I do.

2 Q It says the execution by SCV -- SJCV, does it not?

3 A It does.

4 Q Thank you.

5 Let's go to paragraph 9 -- I'm sorry, paragraph 10 on  
6 page C003. The assignment of rents shall remain in effect. Is  
7 that correct?

8 A That's correct.

9 Q The account control agreement shall remain in effect.  
10 Is that correct?

11 A Correct.

12 Q The security agreement shall remain in effect, and  
13 the execution of this amendment. Is that correct?

14 A Correct.

15 Q Now, paragraph 13 on page C004, SJC shall provide  
16 representations. Do you see that?

17 A I do.

18 Q It's a long paragraph. Has SJC ever provided those  
19 representations?

20 A I believe that representations were continuously made  
21 throughout this process as to the status of the collections of  
22 the judgment pledged -- securitized under the SJC security  
23 agreement for its collateral provided under the forbearance.

24 Q Ever done in writing?

25 A No. It was all telephonic, but --

1 Q I see.

2 A Apparently that was satisfactory to CBC because there  
3 are no further requests for anything beyond that.

4 Q Well, they're asking for it on December of '19,  
5 aren't they?

6 A Where?

7 Q It says, this document is dated the first day of  
8 December '19; right?

9 A Yeah.

10 Q And at paragraph 13, it says SJCV shall provide;  
11 right?

12 A In a form and substance reasonably satisfactory. The  
13 form and substance was --

14 Q I'm just asking you if you provided it.

15 A I'm answering. The form and substance was oral.

16 Q Okay.

17 A And it was telephonic communications, which were  
18 satisfactory to CBC I because there was no further requests  
19 beyond the oral conversations in the updates on the status of  
20 collection under the judgment which securitized SJC's  
21 performance under the forbearance agreement.

22 Q So let's take a look at paragraph 14.

23 A Okay.

24 Q Is it your testimony that you provided the  
25 information regarding First 100?

1 A Yes.

2 Q And did you do so in writing?

3 A I believe it's a combination of telephonic calls,  
4 emails, text messages.

5 Q And when I sent that letter on March 16th  
6 requesting these types of information, have you provided any  
7 information to my office since March 16th in regards to this?

8 A You never sent a request. You sent a notice of  
9 default.

10 Q And an opportunity to cure; right?

11 A I don't recall an opportunity to cure --

12 Q Of course not.

13 A -- I remember a notice of default based on your  
14 assumption that we were in breach, but we were not.

15 Q And you didn't provide any information, did you?

16 A No.

17 Q Okay. So paragraph 17 is,

18 The Antos party and SJC parties  
19 represent and warrant that they have not made  
20 payments of any kind on any existing or  
21 future loans relating from the principals of  
22 the Antos parties and SJC parties.

23 Do you see that?

24 A I do.

25 Q Have you made any such payments?

1           A     Payments on any existing or future loans. Subsequent  
2 to the expiration of the forbearance agreement, I am now making  
3 payments to City National Bank of 19,000 a month. And I'm  
4 paying Northern Trust 3,000 and change a month.

5           Q     And you have not made any payments to the third  
6 mortgage, have you?

7           A     I don't believe the third mortgage exists.

8           Q     I understand what you believe, sir, but you have not  
9 made any payments on the third mortgage, have you?

10          A     The forbearance agreement has ended. I attempted to  
11 negotiate an extension. There was no interest in an extension,  
12 and there is no obligation because I'm not a party to the note.  
13 SJC is not a party to the note. SHAC is not a party to the  
14 note. So there's no payment obligation by SHAC or SJC under  
15 the CBC note, even if it still existed, even if CBC still owned  
16 it. But no, I wouldn't make a payment to CBC on a note that  
17 they sold that I think they extinguished.

18          Q     And your testimony is --

19          A     That I'm not party to.

20          Q     Your testimony is that the forbearance agreement  
21 doesn't obligate you?

22          A     To pay a note that was extinguished that they sold?

23          Q     Oh, okay. So it's all about this argument of  
24 extinguishment. That's your claim. But for that  
25 extinguishment, then that note would be there. Is that your

1 testimony?

2 A No, not necessarily. That's one facet of it.

3 Q Okay.

4 A But there's a lot of issues here that's at hand. You  
5 know, we're here because CBC wants to continue to foreclose  
6 under a note during a governor's executive order which prevents  
7 any foreclosure or eviction activity. And CBC has taken the  
8 position simultaneously that it's not foreclosing, but it's  
9 going to continue foreclosing, that it doesn't own the note,  
10 but it wants to fight an injunction to prevent the foreclosure  
11 under the note that it admits it doesn't own. So, yes, that's  
12 my position.

13 MR. MUSHKIN: Your Honor, I would move to strike. I  
14 have no idea what he was responding to.

15 THE COURT: The motion is denied.

16 BY MR. MUSHKIN:

17 Q Let's take a look at C006. You again represent  
18 that --

19 A I'm sorry. Do you have a paragraph that you're  
20 referencing?

21 Q It would be I, paragraph I.

22 A Okay. Thank you.

23 Q Again acknowledging that CBC I has not breached; is  
24 that correct as of December?

25 A Correct.

1 Q And then take a look at paragraph 18:

2 The Antos parties and the SJCV parties  
3 represent they have not withdrawn funds in  
4 violation of the account control agreement.

5 Do you see that?

6 A I do.

7 Q Thank you. Let's look at paragraph 19:

8 That Antos parties and the SJCV parties  
9 represent they continue to acknowledge that  
10 they continue to pledge their stock in SHAC  
11 as collateral for the forbearance agreement.

12 Do you see that?

13 A I do.

14 Q Now, that says that SHAC -- I mean, that SJCV  
15 continues to pledge their stock. Isn't that what it says?

16 A As set forth in the forbearance agreement as  
17 collateral under the pledge agreement, but the pledge  
18 agreement, SJC is not party to.

19 Q I'm going to ask you a yes or no question, sir: Does  
20 this document say that the SJCV parties represent that they  
21 continue to pledge their stock in SHAC?

22 A Even if there's no stock pledged, yes, that's what  
23 the document says.

24 Q Thank you. Let's look at this next page C007, the  
25 acknowledgments and conditions applicable to lease agreement.



1 Under paragraph 1 in bold print says --

2 A I'm sorry. Where are you looking? Because I see  
3 acknowledgments and conditions applicable to refinancing, but  
4 not --

5 Q C007.

6 A What paragraph?

7 Q Paragraph B1.

8 A Okay. I was looking at C.

9 Q Options to extend have terminated. Do you see that?

10 A Correct.

11 Q In bold print?

12 A Yes.

13 Q Thank you.

14 A That's the paragraph that acknowledges that the  
15 conditions --

16 Q Sir, I don't have a question --

17 A -- were subject to have been satisfied --

18 Q -- before you.

19 A -- and that the --

20 THE COURT: Sir, you finished the answer. So let's  
21 go to the next one.

22 THE WITNESS: Okay.

23 THE COURT: Okay.

24 BY MR. MUSHKIN:

25 Q And then on paragraph 3, on page 008,

1 Complete agreement, this amendment, the  
2 forbearance agreement and the related  
3 agreements represent the full and complete  
4 agreement and understanding of the parties  
5 with respect to the subject matter hereof the  
6 complete agreement supersedes or replaces all  
7 prior agreements, any amendments there must  
8 be in writing and executed by the parties  
9 hereto.

10 Do you see that?

11 A I do.

12 Q So again it says no oral modifications; correct?  
13 Sorry. I didn't mean to hiccup at the time. The contract  
14 prohibits oral modifications; is that correct?

15 A Yes.

16 Q And again on page C009, you signed first for Spanish  
17 Heights and then for SJC Ventures; is that correct?

18 A Correct.

19 Q Let's take a look at what's been admitted as Exhibit  
20 E.

21 MR. MUSHKIN: Your Honor, I don't know if you have a  
22 time that you want to break or how long you want to break.  
23 It's a couple of minutes --

24 THE COURT: I'm going to break at noon unless you  
25 think this is a good breaking point. If you're switching

1 topics --

2 MR. MUSHKIN: I can go for another 10 minutes. I  
3 just have a --

4 THE COURT: Okay.

5 MR. MUSHKIN: I've got to get --

6 THE COURT: Let's go to Exhibit E.

7 BY MR. MUSHKIN:

8 Q Let's take a look at E.

9 A Okay.

10 Q Do you recall this letter?

11 A I do.

12 Q And it's noticing a default under the agreements;  
13 right?

14 A It is.

15 Q And it wants evidence of homeowners insurance; is  
16 that correct?

17 A That's correct.

18 Q And you provided that, didn't you?

19 A I did.

20 Q In fact, the insurance we had -- let me lay a little  
21 foundation. Mr. Bloom, I represent a defendant called Tywon  
22 [phonetic] Davis in another case; is that correct?

23 A That's correct.

24 Q And you're the plaintiff in that case; is that  
25 correct?

1 A One of.

2 Q You are correct. One of the plaintiffs.

3 A Actually, no, not me --

4 Q One of two. Well, there were three. Now there's  
5 two.

6 A Not me individually, but the property owner is  
7 plaintiff in that case.

8 Q SHAC?

9 A Right.

10 Q And Mr. Rose; is that correct?

11 A Correct.

12 Q And in that case, you directed your counsel to send  
13 me a notice that allowed me to speak to you directly; is that  
14 correct?

15 A That's correct.

16 Q And in this case, you directed your counsel to send  
17 me an email that directed me -- that allowed me to communicate  
18 directly with you; is that correct?

19 A That's correct.

20 Q So you and I have had a number of conversations --

21 A We have.

22 Q -- is that correct?

23 A We have.

24 Q And as one of those conversations was about the  
25 insurance; is that fair?

1 A That's correct.

2 Q And I brought to your attention that the insurance  
3 was in your name personally; is that correct?

4 A Yes.

5 Q And I was concerned because the title to the property  
6 was in the name of SHAC, and you personally did not have an  
7 insurable interest. Do you understand? We had that  
8 conversation?

9 A We did. And part of that conversation was that that  
10 was the policy that was in place for two and a half years --

11 Q Absolutely correct.

12 A -- and that I had no objection to changing the named  
13 insured or additional insured. I sent an email to the  
14 insurance company, and the request you made on behalf of CBC  
15 were changed.

16 Q And you did it; right?

17 A Yes.

18 Q Thank you. Evidence of repairs pursuant to paragraph  
19 C, 3C1 of Exhibit B to the forbearance agreement, did you  
20 provide that information?

21 A I think some of it was provided, but --

22 Q I'll represent to you that none of it was provided,  
23 sir. I don't know when you would have done it. But if you  
24 did, if you could provide that, a document that references  
25 that. The only information that I have regarding repairs to

1 the house was submitted by your counsel in this case, and it's  
2 some repairs on air-conditioning. Nothing else has been  
3 provided.

4 A Right.

5 Q So if you know when, tell me when.

6 A Right. So --

7 Q So they were not provided; right?

8 A -- over the course of 2019, the home automation  
9 system was nearly --

10 Q No. No. No. I'm asking if you provided that  
11 information to me.

12 A Oh, I don't recall.

13 Q And that --

14 A I would have provided -- maybe I provided that to CBC  
15 or to you, or maybe it wasn't provided. I just don't remember.

16 Q I will represent to you that it was not provided.  
17 Mr. Bloom, that paragraph calls for \$100,000 in repairs to be  
18 made; is that correct?

19 A Correct.

20 Q Thank you. Evidence of Bank of America account,  
21 you've testified you couldn't do it. So there's no account; is  
22 that correct?

23 A The parties agreed to a prepayment in lieu of --

24 Q Uh-uh.

25 A -- in lieu of establishing a control account that

1 couldn't be created.

2 Q When did Mr. -- who agreed on behalf of CBC?

3 A Mr. Hallberg.

4 Q And when did he do it?

5 A At the inception of the agreement when we talked at  
6 Bank of America, and they couldn't create that account.

7 Q Well, then why is it in the December agreement? If  
8 it happened in '17, then why are you agreeing to it again in  
9 December?

10 A Sloppy drafting by the attorney that put it together.

11 Q Did you provide the opinion letter from SJC Ventures  
12 and First One Holdings' counsel regarding the judgment and  
13 security agreement?

14 A I don't believe so.

15 Q Did you provide evidence of corporate authority for  
16 SJC Ventures and One Holding Companies [phonetic] pursuant to  
17 A, paragraph 1A13 of the amendment to forbearance agreement?

18 A I'm not sure I understand the request there.

19 Q It's asking for corporate authority to grant the  
20 security agreement.

21 A Well, I think you have all of that in the initial  
22 documents.

23 Q I'm just asking if you provided anything to me on  
24 March 16th when I sent this.

25 A We did not provide them again, but they were --

1 Q Thank you.

2 A -- in your client's possession.

3 Q And Number 6, Evidence that SJC Ventures filing of  
4 applications for mortgages to refinance 5148 Spanish Heights  
5 Drive pursuant to paragraph 1C, did you provide that  
6 information?

7 A No.

8 Q And you can see the demand is hereby made to provide  
9 the documentation within five days. Do you see that?

10 A I do.

11 Q And then we asked for the inspection in this letter,  
12 and the inspection took place?

13 A Correct.

14 Q And the inspection was pursuant to paragraph 12, 1,  
15 of that real property lease; correct?

16 A Well, that's what your letter says.

17 Q Thank you. Now let's take a look at Exhibit F, F1.  
18 Maier Gutierrez & Associates, those are your attorneys?

19 A Correct.

20 Q And is it your testimony that they did not  
21 participate in the preparation of the forbearance agreement and  
22 related documents?

23 A I don't recall if they did or they did not.

24 Q So if you notice that they're on the notice provision  
25 in the agreements, does that refresh your recollection that



1 they were involved in the drafting?

2 A It does not. I have them noticed in all my  
3 agreements.

4 Q I want to point your attention to the third paragraph  
5 of that letter:

6 The amended forbearance agreement  
7 unambiguously states that the parties are to  
8 extend the forbearance period until March 31,  
9 2020.

10 Do you see that?

11 A Yes.

12 Q And it says that they did not, and your client has no  
13 right to unilaterally modify the terms of the governing  
14 document. What terms am I unilaterally modifying?

15 A The forbearance agreement prevents this kind of  
16 action where you -- if you go back to E1, this says, This  
17 letter will serve as a notice of default. So this is not a  
18 request for information. A notice of default is a specific  
19 term. It's a start of a foreclosure proceeding, and --

20 Q Okay.

21 A -- the forbearance agreement prevents you from taking  
22 an action, issuing a notice of default.

23 If this had come and said this is a request for  
24 information, can you clarify these points, that would be  
25 different. But this is a foreclosure start.

1           Q     So let's talk about that for a minute, Mr. Bloom.  
2     Then we'll break for lunch. You had conversations with  
3     Mr. Hallberg through January, February and part of March,  
4     didn't you?

5           A     I did.

6           Q     And you were trying to work out an extension?

7           A     Correct.

8           Q     And he told you over and over again don't have the  
9     votes to further extend this, didn't he?

10          A     What he told me is that they were winding up the  
11     fund, and in winding up the fund, they needed to bring this to  
12     closure.

13          Q     So there isn't going to be any extension; right?

14          A     There was discussion of an extension, but it was on  
15     egregious terms.

16          Q     That's right, "egregious terms."

17          A     \$150,000 security deposit and 60-something-thousand a  
18     month.

19          Q     Well, isn't that what it costs to maintain this  
20     property?

21          A     There --

22          Q     "Egregious terms," let's talk about that for a  
23     minute, Mr. Bloom.

24          A     Okay.

25          Q     I'm going to show you a demonstrative exhibit I've

1 made.

2 MR. MUSHKIN: Your Honor, this is the only time I'm  
3 going to ask to approach, and I'll put the mask on, or you can  
4 have the bailiff bring it to you.

5 THE COURT: You put the mask on, and then the bailiff  
6 can approach you, and you can hand it to him. And then Ramsey  
7 can come give it to me.

8 And we'll mark this as D1 for Demonstrative 1.

9 Have you given a copy to Mr. Gutierrez?

10 MR. MUSHKIN: Wait. There's another one.

11 THE COURT: Is it two copies of the same document?

12 MR. MUSHKIN: No. It's two pages.

13 THE COURT: Okay.

14 MR. MUSHKIN: One says Spanish Heights Drive, and one  
15 says Payments Made.

16 THE COURT: Okay. All right. Then we'll mark them  
17 as one document, D1.

18 MR. MUSHKIN: And I have one for the witness.

19 THE COURT: And the witness, you get the one with the  
20 sticker.

21 All right. You're good.

22 MR. MUSHKIN: In that case I have one for the Judge.

23 THE WITNESS: Thank you.

24 THE COURT: I'm not touching your paper. Dan makes  
25 me disinfect and put on gloves before I'm allowed to touch any

1 paper.

2 So keep going.

3 THE WITNESS: Does that apply to witnesses?

4 THE COURT: If you want to put it on the Elmo, you  
5 can, but --

6 MR. MUSHKIN: Why don't we break for lunch, Judge,  
7 and I'll put it on the Elmo after lunch.

8 THE COURT: Okay. If you're going to use the Elmo,  
9 we may not be able to have your client see what's on the Elmo,  
10 but I don't know that he needs to.

11 MR. MUSHKIN: He doesn't.

12 THE COURT: All right.

13 THE COURT RECORDER: Well, he'll be off.

14 THE COURT: He'll be switched off for a little bit,  
15 and then we'll resume with him.

16 So I'll see you guys in about an hour.

17 MR. MUSHKIN: Works for me, Judge.

18 MR. GUTIERREZ: Thank you, Judge.

19 THE COURT: Be at ease.

20 (Proceedings recessed at 11:57 a.m., until 12:59 p.m.)

21 THE COURT: All right. Mr. Bloom, come on back up.  
22 I'd like to remind you you're still under oath.

23 THE WITNESS: Of course.

24 THE COURT: Mr. Mushkin, you were going to try and  
25 use the Elmo.

1           Sir, we may lose you while he's using the Elmo, but  
2 we'll be back to you.

3           MR. MUSHKIN: I think I'll avoid that and just hold  
4 it up. He's got one.

5           THE COURT: That's good. Keep going.

6           MR. MUSHKIN: You can have one if you want one, but  
7 you don't want one.

8           THE COURT: I don't want a paper copy. I've been  
9 looking at the exhibits electronically.

10 BY MR. MUSHKIN:

11           Q     So let's go through this real quick just to make sure  
12 we're at least close on these numbers. The document starts out  
13 5148 Spanish Heights Drive. Do you see that?

14           A     I do.

15           Q     And it has City National Bank, 3,240,000. Is that  
16 approximately the amount of the first principal balance?

17           A     That's the representation I've accepted, but I've  
18 never seen the documents.

19           Q     And the monthly payment is \$19,181.04. Is that  
20 close?

21           A     Correct.

22           Q     Northern Trust, the balance is 599,000; is that  
23 correct?

24           A     I believe that's correct.

25           Q     I didn't hear you. I'm sorry.

1 A I believe that's correct.

2 Q Thank you. And the monthly payment is \$3,084.86;  
3 correct?

4 A I believe that's correct.

5 Q And the principal amount of the CBC I 5148 note, the  
6 third position is \$2,935,001.14. Is that correct?

7 A I don't know.

8 Q Do you believe that to be correct?

9 A You know, I've never seen the documents for the CBC  
10 note. I think, yeah, I think that's correct.

11 Q Thank you. And the monthly payment at the contract  
12 rate is \$33,187.50 a day. Do you see that?

13 A I do.

14 Q Any reason to believe that's incorrect?

15 A I've never seen the contract. So I don't know what  
16 the contract rate is.

17 Q So the contract rate is 13 and a half percent. The  
18 default rate is 20 percent. You'll see the default rate in  
19 some of the documentation that we've already gone over. But I  
20 will represent to you that this was calculated at the contract  
21 rate. I believe the document says \$1634 a day in interest.  
22 The document that's attached to the closing papers, that that's  
23 the default rate. Because of the governor's directive, I've  
24 calculated the contract rate instead of the default rate. You  
25 don't have any reason to believe that's incorrect, do you?

1 A I don't know if it's correct or not correct.

2 Q Thank you. And do you understand that there was an  
3 advance note in regards to this transaction?

4 A What's an advanced note?

5 Q It's in the documents. It sets forth all of the  
6 advances made by CBC are held in what's called the advanced  
7 note, and they're due to be repaid when it's due. Do you  
8 recall that language?

9 THE COURT: Can you give us an exhibit number.

10 MR. MUSHKIN: Sure.

11 THE COURT: Telling me it's in the documents and I've  
12 got A through W in one [indiscernible] makes it hard for me.

13 BY MR. MUSHKIN:

14 Q You are aware that advances were made; is that  
15 correct, sir?

16 A Yes.

17 Q And --

18 MR. MUSHKIN: Sorry, Your Honor. I didn't think this  
19 would be an issue. Well, let's see if I can get there without  
20 having to find the exact spot. I'll find it later.

21 THE COURT: Okay. All right. Sorry.

22 BY MR. MUSHKIN:

23 Q You earlier testified that you were aware that CBC  
24 was obligated to pay the first and second during the  
25 forbearance period.

1 A Correct.

2 Q And those were all done as advances under the note;  
3 is that correct?

4 A I believe so.

5 Q And those advances totaled up to a certain number.  
6 Do you know that number?

7 A I do not.

8 Q Any reason to believe that the advances are not a  
9 million, three, twenty-six?

10 A I mean, back of the envelope math if you have -- what  
11 is that 20, a little over 20,000 a month, 240,000 a year. You  
12 have two and a half years. So it's about 6 or 700,000,  
13 something like that if you do the math.

14 Q And were you aware of the advances at the time you  
15 entered into the forbearance agreement?

16 A I was not.

17 Q It's in the documents again.

18 A I don't know what the numbers are.

19 Q It's okay. But you know there was significant  
20 advances; correct?

21 A I don't know what the numbers are, sir. I don't know  
22 if they're significant.

23 Q Well, you just said 700,000. That's a pretty  
24 good-sized number, isn't it?

25 A That's for the post-forbearance agreement document



1 that I entered.

2 Q Right.

3 A You were asking me about the preforbearance numbers.  
4 I don't know what those are.

5 Q Do you believe -- you are aware that there were prior  
6 defaults; correct?

7 A I believe that there were.

8 Q Because you testified that you said that the house  
9 had been empty for a couple years, and CBC had been making the  
10 payments; correct?

11 A I testified that the house was empty for a couple of  
12 years. I don't know if CBC made the payments or if the first  
13 tacked them on to the end of the note or I don't know what the  
14 arrangements were before I got involved in the house.

15 Q You testified that CBC had been making the payments.  
16 I'll represent to you that they did.

17 A Okay.

18 Q You and I have had conversations about the taxes; is  
19 that correct?

20 A I know I've had conversations about the taxes with  
21 Mr. Hallberg.

22 Q And that the taxes monthly are approximately \$4486.51  
23 a month?

24 A That sounds correct.

25 Q And the HOA dues are \$850 a month?

1 A Correct.

2 Q So that the total obligations on a monthly basis,  
3 first, second, third, taxes and HOA is \$60,789.91. Any reason  
4 to believe that that's not accurate?

5 A Yes.

6 Q My math is off?

7 A Yeah. Well, if the CBC portion I don't believe is  
8 due and payable.

9 Q I appreciate your position on that, but I'm just  
10 asking if any reason to believe those numbers are inaccurate?

11 A Yeah. I don't believe CBC is entitled to \$33,000 a  
12 month after they sold the note or after it was extinguished.

13 Q Thank you. I understand. You believe it's been  
14 extinguished?

15 A Or that they sold it.

16 Q I'd like you to look at the second page.

17 A Okay.

18 Q From October of '17 until March of '20, is it true  
19 that the only payments that you made on the note were for 30  
20 payments of \$8,560.42?

21 A I believe so.

22 Q And that during that period of time, the first  
23 mortgage, those 30 months, I know there's an argument over one  
24 payment, but let's not argue over one payment right now. But  
25 30 months, if paid by CBC I would be 19,181.06 times 30; is

1 that correct? Mathwise.

2 A Correct.

3 Q And the second mortgage, I understand we are arguing  
4 over who paid what, but the second mortgage, 30 payments at  
5 \$3,084.86. That is 92,000; is that correct?

6 A Correct.

7 Q 92,545.80. And then we also talked about that HOA  
8 foreclosure in January of '19. You recall that; is that  
9 correct?

10 A Correct.

11 Q Any reason to believe that my clients didn't pay  
12 \$12,327.85 for the HOA dues that you did not pay?

13 A I believe that of the \$80,000 that I sent to them  
14 they forwarded 12,000 of that to satisfy the HOA debt.

15 Q That's not what I asked you, sir.

16 A Well --

17 Q I asked you if you -- you have a separate obligation  
18 to pay the HOA; correct?

19 A I'm taking exception to your language that it's the  
20 HOA dues that I did not pay. It's my funds to CBC that were  
21 used to pay the HOA.

22 Q Sir, your funds were pursuant to a contract that  
23 called for you to pay a monthly payment of \$8,560.42; correct?

24 A Correct.

25 Q And in addition to that, you had an obligation to pay

1 the HOA dues; is that correct?

2 A Correct.

3 Q You did not pay the HOA dues as of January '19; isn't  
4 that correct?

5 A As of January of '19?

6 Q January of '19, there was a foreclosure proceeding  
7 pending by the HOA; isn't that correct?

8 A There was a notice by the HOA, yeah. Same notice of  
9 default that you issued.

10 Q That's not correct, is it, Mr. Bloom?

11 A So I think --

12 Q Their notice isn't the same as my notice, is it, sir?  
13 They issued you a HOA lien notice, didn't they? For failure to  
14 pay.

15 A So is an HOA lien notice part of the foreclosure  
16 process then?

17 Q Sir, I am not answering questions. I'm asking them.  
18 And the question is, isn't it true that you did not pay HOA  
19 dues for a period of time which resulted in the HOA attempting  
20 to foreclose on the property?

21 A There was a period of time that the HOA dues were not  
22 paid, which resulted in a lien on the property by the HOA which  
23 CBC paid out of funds that I paid to CBC.

24 Q How do you know CBC paid it out of funds that you  
25 paid to CBC?

1           A     Because they waited until I made the payment to CBC  
2 to make the payment to the HOA.

3           Q     What payment did you make?

4           A     I think it was about \$80,000.

5           Q     To who?

6           A     To CBC.

7           Q     In one payment?

8           A     Yes.

9           Q     When did you make that payment?

10          A     I think it was right around the time they paid the  
11 HOA. I think January of '19.

12          Q     Do you have any proof of that?

13          A     I could get it.

14          Q     Okay. We'll ask you to provide us that.

15          A     Okay.

16          Q     So over the period of time from October of '17 to  
17 March of '20, you paid \$256,812.60, plus some HOA fees that we  
18 are not sure how much you paid or didn't pay. Is that fair?

19          A     Plus the insurance premiums. Plus the repairs on the  
20 house.

21          Q     Different issue. I'm just talking about what you  
22 paid to CBC.

23          A     Correct.

24          Q     And CBC paid \$680,305; is that fair?

25          A     Correct.

1 Q Thank you.

2 MR. MUSHKIN: Where's my yellow pad? I'm sorry.

3 THE COURT: You can't see me smiling that you're  
4 there to help him, but --

5 MR. MUSHKIN: That's right. She's there to keep me  
6 from forgetting things.

7 BY MR. MUSHKIN:

8 Q All right. Let's go back to our questions. So let's  
9 go back to the March 16th letter. I think that's where we  
10 left off.

11 A What exhibit is that?

12 Q I'll get it for you. Give me just a second.  
13 Exhibit E. So can you explain to me how this letter violates  
14 Directive 008?

15 A This letter is a notice of default. It says right in  
16 the second paragraph this letter will serve as a notice of  
17 default. A notice of default is the start of a foreclosure  
18 proceeding.

19 Q Oh, no. No. Hang on.

20 A I'm sorry. I'm still answering.

21 THE COURT: Wait. Let him finish.

22 MR. MUSHKIN: Well, Judge --

23 THE COURT: Let him finish.

24 THE WITNESS: This notice was amended on April 1st.  
25 It was a notice amended on April 1st.

1 MR. MUSHKIN: No.

2 THE WITNESS: It's three days after the governor's  
3 directive and moratorium on foreclosure. So if the notice of  
4 default is, in fact, a foreclosure start, and it's amended on  
5 April 1st, it's a notice as amended that's in violation of  
6 the governor's directive.

7 BY MR. MUSHKIN:

8 Q Mr. Bloom, you --

9 THE COURT: Okay. Now, you can ask your follow-up  
10 questions.

11 BY MR. MUSHKIN:

12 Q Mr. Bloom, you know that's not true, don't you?

13 A No. I believe that is true.

14 Q So let's take a look at these letters. Let me ask  
15 one other question. Tell me how it is you are irreparably  
16 harmed by this March 16th letter.

17 A You started a foreclosure action during the  
18 forbearance period.

19 Q Okay. Your statement is that this document is the  
20 start of a foreclosure?

21 A A notice of default is the start of a foreclosure  
22 proceeding.

23 Q Okay. And what -- do you have any authority for that  
24 position?

25 A NRS 107.

1 Q Okay. We'll get to 107. And we've already gone over  
2 you didn't provide anything except the insurance. Let's go to  
3 Exhibit G. This is the inspection report. Do you recall the  
4 contract that you signed and what it said about the -- how the  
5 house was to be maintained? Do you recall the specific  
6 language in the contract?

7 A Do you have a specific contract to which you're  
8 referencing?

9 Q All of them.

10 A Okay. Which one references the condition of the  
11 house that you're referring to?

12 Q Well, let me see if I can refresh your recollection.  
13 You don't remember what it says in the documents?

14 A I was going to maintain the house in good condition.

15 Q Didn't it say top quality condition?

16 A Okay.

17 Q Thank you. Do you remember that now?

18 A I don't remember what the exact semantics were in the  
19 document, but the house was to be maintained in good condition  
20 and --

21 Q I'll represent to you that it said top quality  
22 condition. Okay?

23 A Fine.

24 Q Let's take a look at page 2 of 137. It is marked  
25 G004. Do you see the second where it's -- under the provision



1 porches, decks, stairs, patios and balconies; do you see that?

2 A I do.

3 Q Would you look at the second one where it says  
4 condition, concrete spalled.

5 A Okay.

6 Q Do you see that?

7 A I do.

8 Q Any reason to believe that Inspector Waldo is  
9 incorrect?

10 A No.

11 Q Let's take a look at the next page, G005, landscape  
12 walkway. Uneven trip hazard. Do you see that?

13 A I do.

14 Q Any reason to believe Inspector Waldo is wrong?

15 A Yes.

16 Q What proof do you have that he is wrong?

17 A Well, it's subjective as to whether or not it poses a  
18 trip hazard. It's -- there is a shift in the ground that moved  
19 something a fraction of an inch in height. I don't believe it  
20 poses a trip hazard though.

21 Q Thank you. Let's take a look at where it says,  
22 Distribution System Lights, and it says, Both ceiling lights  
23 and the electrical meter, utility closet did not operate when  
24 tested. Recommend repair.

25 Any reason to believe he's not correct?

1           A     No. Subsequent to the report those lightbulbs were  
2 changed.

3           Q     Thank you. Let's look under Heating. Furnace,  
4 condition, inoperative. Gas furnace associated with kitchen  
5 Unit 1 did not function when tested. It may be associated with  
6 damper problems.

7                     Any reason to believe that Mr. Waldo -- or Jeff Waldo  
8 is incorrect?

9           A     Yes.

10          Q     How do you know?

11          A     Because that heating -- that gas furnace works. I  
12 can get heat of that through using the home automation system  
13 that I offered to show him that I was not able to show him.

14          Q     Let's go to air-conditioning, the second  
15 air-conditioning. AC Unit 1 did not function when tested. May  
16 be associated with problems with damper system. New  
17 thermostats recommended. Further evaluation. Any reason to  
18 believe that's not correct?

19          A     That is not correct.

20          Q     Well, let's take a look at your exhibit -- well, what  
21 proof do you have that it's not correct?

22          A     There were repairs effectuated early in -- early in  
23 my possession of the property, about 16 or \$17,000 in HVAC  
24 repairs, and anything that would go wrong would be under  
25 warranty. It's now May and a hundred degrees outside, and the

1 house is not at a hundred degrees. So it's functional. If you  
2 know how to use the smart system, the home automation system to  
3 turn it on.

4 Q So I'd like you to turn to Exhibit FF.

5 THE COURT: And I believe that's a proposed exhibit.

6 MR. MUSHKIN: Yes, Proposed Exhibit FF.

7 BY MR. MUSHKIN:

8 Q Do you know who Infinity Air is?

9 A I do.

10 Q Is this a company that you've engaged to do repairs  
11 on your house?

12 A Yeah.

13 Q On the house?

14 A Yes.

15 Q So I would note --

16 MR. MUSHKIN: Your Honor, I'd move to admit --

17 BY MR. MUSHKIN:

18 Q These are true and correct copies of your invoices?

19 A Yes.

20 MR. MUSHKIN: Move to admit.

21 THE COURT: Any objection?

22 MR. GUTIERREZ: No objection.

23 THE COURT: FF will be admitted.

24 (Joint Exhibit Number(s) FF admitted.)

25 / / /

1 BY MR. MUSHKIN:

2 Q So let's take a look at FF. The first one is dated  
3 June of 18; is that correct?

4 A Correct.

5 Q The next one is dated April of '19; is that correct?

6 A Correct.

7 Q And the next one is dated June 17 of '19; is that  
8 correct?

9 A Correct.

10 Q The next one is August of '18; is that correct?

11 A Correct.

12 Q And the next one is August of '19; is that correct?

13 A Correct.

14 Q Is that the total of your invoices?

15 A I believe so.

16 Q So it appears that you acted at least as a result of  
17 Mr. Waldo's report and ordered repairs in February -- on  
18 February 23rd of '19; is that correct?

19 A No. Mr. Waldo's report wasn't until 2020. All these  
20 repairs were effectuated prior to his report, not in response  
21 to.

22 Q So you've done no repairs in response to his report?

23 A Nothing is broken.

24 Q I see. Okay. So is this the evidence that you've  
25 submitted to prove that you spent a hundred thousand dollars on

1 the house?

2 A No. That's part of the spending, but there's no  
3 evidence admitted. I didn't submit the home automation  
4 expenses to repair that system.

5 Q And you didn't submit them when requested in the  
6 March letter either, did you?

7 A It wasn't a request. It was a notice of default.  
8 Had it been a request, I would have been responsive.

9 Q Okay. Let's go to the bottom of page 006, and that's  
10 an AC condenser that's short cycling.

11 A Is that FF still?

12 Q Yes, sir. FF -- I'm sorry. G006.

13 THE COURT: G, single G?

14 MR. MUSHKIN: Single G, 006.

15 THE COURT: Back to the report?

16 MR. MUSHKIN: Yes, back to the report. Sorry.

17 THE COURT: Thank you.

18 BY MR. MUSHKIN:

19 Q Do you see the air-conditioning short cycle?

20 A I do.

21 Q Did you fix that?

22 A It didn't require fixing. I'm in that office pretty  
23 much every day, and the air-conditioning works without  
24 interruption.

25 Q Let's take a look at the middle of page 007,

1 air-conditioning evaporative fan -- evaporator fan. Blower fan  
2 runs constantly. Do you see that?

3 A I do.

4 Q Have you had it repaired?

5 A It doesn't require repair. It works fine.

6 MR. MUSHKIN: Your Honor, may I take off my coat?

7 THE COURT: Yes.

8 MR. MUSHKIN: Thank you. It's getting a little warm  
9 in here.

10 BY MR. MUSHKIN:

11 Q Okay. Now, let's go to the gas supply on 008. Do  
12 you see where it says supply gas piping, concealed connections?

13 A I do.

14 Q Any reason to believe that this is incorrect?

15 A Yes. I believe there's a shut-off valve.

16 Q Where is it?

17 A Further down the line.

18 Q Let's take a look at where it says Fixtures and  
19 Faucets. The first one says, Condition, leak. The first  
20 bedroom bath on the south side of the home. Any reason to  
21 believe Mr. Waldo is incorrect?

22 A Which one are you looking at?

23 Q Fixtures and faucets, bathtub enclosure.

24 THE COURT: Down by the bottom.

25 THE WITNESS: Okay. I got it. The second one up

1 from the bottom?

2 MR. MUSHKIN: Yes, sir.

3 THE WITNESS: Okay.

4 BY MR. MUSHKIN:

5 Q Notice that it talks about damage to the walls next  
6 to the tub, damage to the wall and baseboard in the adjoining  
7 hallway. Any reason to believe he's incorrect?

8 A That was from a leak that was repaired a while ago.  
9 There's some cosmetic damage. That's since been repaired  
10 subsequent to this report.

11 Q It says visible moisture damage. Do you see that?

12 A I do.

13 Q And it says a leak. He notes a leak. Your testimony  
14 is that it's been repaired?

15 A My testimony is that the leak was repaired several  
16 years ago, and the cosmetic damage resulting from the leak,  
17 some warping of the baseboard wood was repaired after the  
18 report.

19 Q Let's look at the next one: Condition, leak. Shower  
20 stall enclosure. Moisture stains that test wet noted in the  
21 exterior of the master bath shower enclosure. Do you see that?

22 A I do.

23 Q Any reason to believe Mr. Waldo is wrong?

24 A We called in somebody to look at that. They said it  
25 was condensation from the shower. Cosmetic repairs were

1 effectuated.

2 Q Any proof of that, sir?

3 A None provided here.

4 Q No. Have you provided any proof of those repairs?

5 A I don't think so --

6 Q Yeah, I don't think so.

7 A -- I don't think they've been requested.

8 Q Let's look at the next one on that page, which is  
9 009. Tile loose, broken or missing tile, cracked tile at the  
10 threshold, missing grout on a few tiles in the southwest  
11 bedroom shower enclosure. Do you see that?

12 A I do see that.

13 Q Any reason to believe Mr. Waldo is incorrect?

14 A At the time he wrote the report, no. There was some  
15 minor caulking issues of grout. Those have since been  
16 repaired.

17 Q Let's take a look at condition on the last one on  
18 page 009, water stains. Water stains noted in the ceiling at  
19 the right side of master closet. Visual inspection of the  
20 attic above stains showed water manifolds with signs of past  
21 leaks. Recommend further evaluation. Is there any further  
22 leaking that's going on up there?

23 A There was a leak from the roof several years ago.  
24 That was repaired. These are cosmetic -- cosmetic issues where  
25 the drywall was repainted and cleaned --



1 Q And is there -- sorry.

2 A -- subsequent to this report.

3 Q Oh. So you did make repairs after this report?

4 A Cosmetic, but the leak was fixed several years ago.

5 Q And did you provide any proof of that?

6 A My testimony here that it was done.

7 Q Thank you. Carpet on floors. Stains on the carpets.  
8 Have you fixed that? That's top of page G10.

9 A We didn't see any stains on the carpet.

10 Q I see. Windows. Three inoperative casement windows  
11 noted in the third bedroom -- in three bedrooms. Two appear to  
12 be missing handles. One is damaged. Did you see the -- have  
13 you made repairs to those?

14 A Those are repaired.

15 Q The glazing, glass glazing, condition cracked. Four  
16 fixed windows in the front wine room appear to be cracked. Did  
17 you fix those?

18 A The cracks are not visible from the street. That was  
19 a result from the earthquake two years ago or so.

20 Q I just asked if you fixed them, sir.

21 A No. They don't require repair.

22 Q Thank you. Doors and frames. Damage. The upstairs  
23 northwest bedroom door into door appears damaged. Recommend  
24 repair or replacement. Did you replace that door?

25 A There's no damage to that door.

1 Q Are you going to tell me that that duct tape is the  
2 way it's designed to be done?

3 A Which door are you talking about? There are -- I  
4 didn't see any damage to the door.

5 Q You didn't see the pictures with the duct tape  
6 holding the door together?

7 A There's no duct tape holding the door together.

8 Q Okay. Pool and spa. Leaks noted in the control  
9 valves, piping and pool equipment. Have you made repairs to  
10 the pool?

11 A We are constantly making repairs to the pool.  
12 There's a pool service that comes weekly and effectuates any  
13 repairs that are required as there are issues with the pool  
14 equipment.

15 Q Have you provided any evidence of these repairs?

16 A My testimony here today.

17 Q Thank you. The next item is the pump. The fountain  
18 pump is dry and did not prime when tested. Did you get that  
19 fixed?

20 A That never required fixing. He didn't know how to  
21 use the home automation system to turn the pump on.

22 Q The heater for the spa, gas spa heater cycled off  
23 after less than five minutes of operation. Have you had the  
24 gas heater checked?

25 A The gas heater works fine.

1 Q How do you know?

2 A Because I use the pool.

3 Q Do you have to heat your pool in this weather?

4 A I've been heating it since when he did this  
5 inspection.

6 Q Okay.

7 A Back in March.

8 Q Any evidence of -- any proof of that you can provide  
9 to the Court?

10 A My testimony here today.

11 Q Yeah. Electrical spa lights. Spa light did not  
12 function when tested. Did you get the spa light fixed?

13 A I've asked the pool company to replace the light  
14 bulb.

15 Q Thank you. Now, let's take a look at Exhibit H.

16 THE COURT: H.

17 BY MR. MUSHKIN:

18 Q And you received this letter; is that correct?

19 A Correct.

20 Q Does anywhere on this letter recite the statutory  
21 language notice of default and election to sell?

22 A It says in bold, This notice is sent for the purpose  
23 of collecting a debt. Your loan is now due and payable and  
24 remains unpaid as the above date.

25 And then the second paragraph under, Dear Borrower,

1 this is your notice of default. And you cite NRS 107.080 as --

2 Q Mr. Bloom, I asked you a yes or no question.

3 A -- well as NRS 40.430.

4 Q Is there anywhere in this document where it says  
5 notice of default and election to sell?

6 A No --

7 Q Thank you.

8 A -- it just says notice of default.

9 Q Now, it says in paragraph 2 -- after it says, This is  
10 your notice of default,

11 It has been established that the  
12 beneficiary and/or mortgage servicer of the  
13 deed of trust may, may cause a trustee to  
14 exercise the power of sale pursuant to  
15 107.080.

16 Do you see that?

17 A I do. I want to amend an answer I --

18 Q Commence a civil --

19 A -- just made to a previous question --

20 THE COURT: Hold on a second. Mr. Gutierrez will  
21 have a chance to ask you a follow-up question.

22 Joe, please make a note.

23 Keep going, Mr. Mushkin.

24 MR. MUSHKIN: Thank you.

25 / / /

1 BY MR. MUSHKIN:

2 Q Commence a civil action for the recovery of any debt  
3 or to enforce any rights under a mortgage loan that is not  
4 barred by NRS 40.430. Do you see that?

5 A Correct.

6 Q Do you know what this letter is?

7 A Yes.

8 Q What is it?

9 A It's a notice of default.

10 Q And do you know how you start a foreclosure  
11 proceeding?

12 A Yes, a notice of default.

13 Q Wrong. A foreclosure proceeding under 107.080  
14 requires the filing of a notice of default and election to sell  
15 that starts the time period. In fact, you testified to it  
16 earlier, didn't you, that you had then 90 days. Do you  
17 remember your testimony?

18 A Yes. You have a notice of default, which starts the  
19 time period for 90 days, and then a notice of sale, which gives  
20 you an additional 30 days. And then the nonjudicial  
21 foreclosure sale takes place at a trustee's location.

22 Q Sir, this letter is not a notice of default and  
23 election to sell. This is the statutory notice that requires  
24 to give you notice that you're in default. Now, let's go  
25 further in the document.

1           The following information is required to be provided  
2 to you under Nevada statute. That appears on H002, and that is  
3 that the amount and payment required to make good the  
4 deficiency and performance, the amount in default, the current  
5 unpaid principal, the amount of accrued interest, the amount of  
6 advances paid, interest accrual at 20 percent September 7 --  
7 27, 2017, in the amount of \$1608 per day. If you remember I  
8 mentioned that because that's in the original forbearance  
9 agreement, a good-faith estimate of fees imposed in connection  
10 with the exercise of the power of sale, contact information,  
11 discuss this matter with housing, in the United States  
12 Department of Housing and Urban Development. It gives you  
13 community service of Nevada, financial guideline center, and  
14 then it goes on with the final as a borrower you may request.  
15 Do you see those, that information?

16           A     I do.

17           Q     Okay. Do you see anywhere -- again, I know I've  
18 already asked it, but there's nowhere in this document where it  
19 says notice of default and election to sell, does it?

20           A     It says this is your notice of default. All of the  
21 information you provided is statutorily required language. I  
22 also noticed that the interest accrual at 20 percent is at the  
23 default right, which on your April 1st letter is after the  
24 governor's directive. I think in your earlier questioning you  
25 even mentioned that you didn't go to 20 percent because that

1 was in violation of the directive --

2 Q That's right.

3 A -- but the letter says you did. So --

4 Q In this letter that's correct, sir, and --

5 A And this letter is after the governor's executive  
6 order. So, you know, on the face of this letter it's in  
7 violation of the directive.

8 Q Well, sir, that would be incorrect again because you  
9 contracted for that rate specifically in the forbearance  
10 agreement, and you specifically acknowledged the \$1600 per day.  
11 Isn't that in fact the truth?

12 A The 20 percent default rate is precluded under the  
13 governor's executive --

14 Q That's not what I asked you, sir. Let's take a look  
15 at Exhibit H. This is a series of emails back and forth with  
16 your counsel. Do you recall that?

17 A So Exhibit H I have is your notice of default, your  
18 April 1st notice of default.

19 Q No, sir.

20 THE COURT: I is the emails?

21 MR. MUSHKIN: Mine says H.

22 THE COURT: Well, then I don't know what's going on.

23 MR. MUSHKIN: I'm sorry. I am sorry, Your Honor. I  
24 have two H's.

25 It is I. You are correct. You are correct,

1 Mr. Bloom.

2 Well, no, and you know something, Judge, I got to  
3 show you.

4 THE COURT: No, you don't.

5 MR. MUSHKIN: Yeah, no look. H. It looks like an H  
6 that way. And it looks like in I -- and it looks like an H,  
7 but it's and I. Sorry.

8 THE COURT: Well, we don't have special glasses, only  
9 these special hearing aids.

10 MR. MUSHKIN: Oh, I'm getting a cramp. She stuck the  
11 needle in me again. I hurt right here in my side. I'm getting  
12 a cramp from that.

13 BY MR. MUSHKIN:

14 Q All right. Let's look at I. I'm sorry, Mr. Bloom.  
15 You are correct. It looked like an H. That's my testimony.

16 So let's see the amended notice of default correcting  
17 the default date of March 31, 2020. Do you see that?

18 A Please find -- yes.

19 Q Okay. So there's no default date of March in that,  
20 in the -- in the March 16th letter; correct?

21 A No, there is --

22 Q No. Let's take a look.

23 A -- the March 16th letter --

24 Q Let's go back and look. I want to be real careful on  
25 this one because you have --



1 A Let me -- you asked me a question.

2 Q Sure.

3 A The March 16th letter says it's a notice of  
4 default, and it's dated March 16th. This email says it's  
5 correcting the default date to March 31st.

6 Q No.

7 A It's an amended notice of default and demand for  
8 payment. That's just what it says.

9 Q Let's take a look. So the March 16th letter never  
10 references March 31st, 2021, does it?

11 A Where's the --

12 THE COURT: I think that's E.

13 BY MR. MUSHKIN:

14 Q That's Exhibit E.

15 THE COURT: I'll be glad when we can go back to  
16 paper.

17 THE WITNESS: Okay. So the second paragraph says,  
18 this letter will serve as a notice of default, and it's dated  
19 March 16th.

20 MR. MUSHKIN: Right.

21 BY MR. MUSHKIN:

22 Q But the date of March of '21 is not in this letter,  
23 is it?

24 A I don't know what March 21 is. There's a March  
25 16th.

1 Q Okay. So let's look at Ms. Barraza's email:

2 Please find an amended notice of default  
3 and demand for payment correcting the default  
4 date to March 31, 2020.

5 Isn't that correcting the August -- or the April 1  
6 letter? And let's go look at that April 1 letter.

7 A No. That --

8 Q Hang on. Now, let's take a look at Exhibit H, which  
9 is the Exhibit 1 letter -- I'm sorry, Exhibit H letter. And at  
10 the second to last paragraph on the April 1 letter, it says, By  
11 failing to make the final balloon payment due on March 31st,  
12 2021. That's the error that's being corrected, isn't it,  
13 Mr. Bloom?

14 A It can't be because it says on the April 1st letter  
15 the final balloon -- final balloon payment was due March  
16 31st, 2021. And then the April 1st email says, Please find  
17 an amended notice of default correcting the date to March  
18 31st, 2020.

19 Q Right. It's the April 1st letter --

20 A Oh, so you were --

21 Q -- that's being --

22 A Oh, so you were -- you were correcting the year, not  
23 the month and the day?

24 Q Exactly, sir. Correcting simply the year on the  
25 April 1st letter. There was no correction on the March

1 16th letter.

2 A Okay.

3 Q I want to make that certain because you did testify  
4 to that earlier, and that is incorrect, again.

5 A Our understanding is that was amending the March  
6 16th notice of default.

7 Q Your information is incorrect, isn't it?

8 A I don't know. We didn't draft the letter. That's  
9 our understanding.

10 Q Well, let's take a look at the email that I sent to  
11 your attorney. And this is --

12 A This is an --

13 Q -- I 002 --

14 THE COURT: Wait. One at a time, please.

15 Mr. Mushkin, keep going.

16 BY MR. MUSHKIN:

17 Q This is I002. I would direct your attention. This  
18 has already been admitted, and it's sent from Michael Mushkin  
19 Wednesday, March 25th to Danielle Barraza:

20 Dear Ms. Barraza, unfortunately, your  
21 letter is incorrect. Both the forbearance  
22 and the amendment to forbearance agreement  
23 identify specific defaults that were to be  
24 subject to forbearance. The remaining  
25 obligations under the various agreements are

1 to be followed. In fact, the amended  
2 forbearance agreement calls out specific  
3 items to be provided, most of which are  
4 within my letter. As they have not been  
5 provided, you are hereby defaulted.

6 Do you see that?

7 A I do.

8 Q That relates to the 16, March 16th; correct?

9 A I would imagine, yes.

10 Q And then Ms. Barraza says,

11 Our letter stands. The documents speak  
12 for themselves. My client will be pursuing  
13 damages for any breach of the governing  
14 forbearance agreement, including the improper  
15 attempt to deem my client in default.

16 Do you see that?

17 A I do.

18 Q And then above that is the next email that says,

19 Ms. Barraza, attached please find the  
20 notice of default and demand for payment in  
21 regards to the above-referenced matter for  
22 your records and review. As noted, the  
23 demand letter will be sent by USPS as well.

24 Do you see that?

25 A I do.

1 Q And then,

2 Ms. Barraza, please find attached notice  
3 of default and demand for payment correcting  
4 the default date from March 31, 2020.

5 Do you see that?

6 A I do.

7 Q Now, I want you to notice the date. The prior emails  
8 take place on March 25th relating to the March 16th letter.  
9 And then the subsequent documents take place on April 1st  
10 relating to the April 1st letter. Do you see that?

11 A I interpret it differently.

12 Q Okay. But --

13 A I interpret the April 1st as an amendment to the  
14 March 16th.

15 Q Okay. All right. Now, let's take a look at  
16 Exhibit J. And J is that letter, the revised April 1st  
17 letter with the proper date of the maturation date, which is  
18 March 31, 2020. Do you see that at J001?

19 A I do.

20 Q And you note that all of the rest of the letter is  
21 the same?

22 A I haven't put them side by side, but they look  
23 similar.

24 Q Okay. Thank you. Now let's go to K. Now, this is  
25 when the actions are taken under the pledge agreement; is that

1 correct? If you take a look at K1.

2 A This relates to I think April 1st was the date that  
3 the Antoses signed over their 49 percent interest in SHAC under  
4 their pledge agreement.

5 Q And this letter is to you; is that correct? And to  
6 Mr. Antos?

7 A Correct.

8 Q And it sets forth an assignment of membership  
9 interest attached thereto; correct?

10 A It does.

11 Q Now, you testified earlier --

12 A For the --

13 Q -- that you didn't -- that you weren't aware of this.

14 A That's correct.

15 Q But, in fact, you were aware of it because you got  
16 the letter?

17 A I don't think I received this letter. The letter I  
18 received was an April 1st letter. I can go back through my  
19 emails, but I don't remember seeing this letter.

20 Q Okay.

21 A The letter I received was that the Antoses on April  
22 1st had transferred their interest, and you attached -- you had  
23 said that they transferred it to CBC. And then you attached a  
24 document that said it was to CBC I or vice versa. You use them  
25 interchangeably. But the only thing I saw was the Antoses

1 transfer.

2 Q Now let's take a look at Exhibit M. This is the  
3 notice to vacate; correct?

4 A Correct.

5 Q And you received that on April 3rd; is that  
6 correct?

7 A On or about.

8 Q And you got it -- USPS and certified mail; is that  
9 correct?

10 A I believe so.

11 Q You also got it by email. Is that also correct?

12 A Yes.

13 Q And it says notice to vacate; right?

14 A It does.

15 Q As you're aware, CBC Partners has exercised their  
16 rights pursuant to the pledge agreement having received the  
17 assignment of company and membership interests in Spanish  
18 Heights from the Kenneth Antos Trust. CBC Partners is now the  
19 owner of SHAC. This letter shall serve as notice for SJC  
20 Ventures to vacate the premises located at Spanish Drive.

21 Also owner of certain fixtures, furniture and  
22 equipment and appliances on the property, inspection recently  
23 performed and the failure to provide proof of repairs contacted  
24 for show that significant damage of the property has occurred.

25 Next paragraph. My client appreciates these

1 difficult times and would like to accommodate a reasonable plan  
2 for SJC V to vacate. Please feel free to contact the  
3 undersigned to discuss a plan to vacate and inventory of items  
4 owned by SHAC.

5 Do you see that?

6 A I do.

7 Q And did you respond to that?

8 A I believe my counsel did.

9 Q How did your counsel respond?

10 A Well, there's a valid lease. There is -- CBC owns a  
11 49 percent interest in the equity. SJC is the sole, exclusive  
12 and irrevocable manager of SJC. So there's no authority for a  
13 notice to vacate. And first and foremost, I probably should  
14 have started with, a notice to vacate is specifically called  
15 out in the governor's executive order, emergency executive  
16 order, as being a precluded document. You cannot issue a  
17 notice to vacate. By name --

18 Q So --

19 A -- it's in -- it's in the directive.

20 Q Except there is an exception to that rule, isn't  
21 there?

22 A Yeah. For criminal activity or something that poses  
23 imminent harm to the community.

24 Q Or harm to the community. That's right. So let's  
25 make sure we not leave out that exception.



1           So now you file a complaint with the attorney  
2 general, don't you?

3           A     I do.

4           Q     And what happened to that complaint?

5           A     You responded and told them that this was in  
6 litigation.

7           Q     And it was dismissed; right?

8           A     I think they're going to leave it to the litigation  
9 to address.

10          Q     In fact, the letter says the matter has been  
11 dismissed, doesn't it?

12          A     Is it here in the exhibits? I'm sure it is.

13          Q     I'm just asking for your recollection, sir.

14          A     Yes.

15          Q     Okay. So in Exhibit N, your counsel responds with  
16 the lockout notice, the Directive 008; right? And that's  
17 Exhibit N. And I direct you to N1.

18          A     Okay.

19          Q     Now, I would note that at the end of that paragraph  
20 that is a quote there is no exculpatory language as in 008.  
21 Isn't that true?

22          A     It's incorporated by reference where it says see  
23 State of Nevada executive department declarations --

24                 MR. MUSHKIN: Your Honor --

25                 THE WITNESS: -- emergency Directive 008.

1 MR. MUSHKIN: Mr. Bloom.

2 THE WITNESS: -- and then there is a footnote which  
3 gives a website for the inclusion of the entire executive order  
4 by reference.

5 Q Mr. Bloom, please answer my question. In that quoted  
6 paragraph in that letter, there is no exculpatory language that  
7 appears in 008, is there?

8 A Incorrect. It's incorporated --

9 Q Where is it?

10 A It's incorporated by reference.

11 Q I'm asking you -- listen to my question, sir. In the  
12 quote in the letter, that paragraph --

13 THE COURT: So in those seven lines?

14 MR. MUSHKIN: In those seven lines.

15 THE COURT: Okay.

16 BY MR. MUSHKIN:

17 Q -- that exculpatory language is left out, isn't it?

18 A It's on the eighth line. It's not in the first  
19 seven.

20 MR. MUSHKIN: I have no idea what he just said,  
21 Judge.

22 BY MR. MUSHKIN:

23 Q It's a yes-or-no answer, sir.

24 A It's on the eighth --

25 Q Is that language in there? Yes or no?

1           A     It's on the eighth line.  It's not in the first  
2 seven.

3           Q     I don't know what you -- is the exculpatory language  
4 in that quote?  Yes or no?

5           A     It's incorporated by reference in the eighth line.

6           Q     I'm asking a specific question, sir, and you are  
7 refusing to answer me.

8           MR. GUTIERREZ:  Your Honor, I would object as asked  
9 and answered.

10          MR. MUSHKIN:  I would ask the Court to direct --

11          MR. GUTIERREZ:  This has been asked and answered.

12          THE COURT:  Overruled.

13          MR. MUSHKIN:  -- this witness?

14          THE COURT:  Sir, if you could answer, please.

15          THE WITNESS:  It is not in the first seven lines of  
16 the quote.

17 BY MR. MUSHKIN:

18          Q     Is it anywhere in the quote in that -- so you're  
19 saying it's not in there?

20          A     It's not in the first seven lines of the quote.

21          Q     Thank you.  And your counsel doesn't agree that we've  
22 become the owner of Spanish Heights; isn't that fair?

23          A     That's my belief.

24          Q     Okay.  Now, let's take a look at Exhibit O, which is  
25 the April 6th letter.  So it addresses in the first paragraph

1 to Ms. Barraza, it says, Thank you for your letter of April  
2 4th. Unfortunately, much of its contents are incorrect. As  
3 you're aware, the default process in this matter was initiated  
4 in March, on March 16th, 2020, before the declaration of  
5 Emergency Directive 008. It is particularly telling that you  
6 would leave off the last sentence of the provision. Quote,

7 "This provision does not prohibit the  
8 eviction of a person who has seriously  
9 endangered the public were other residents,  
10 engaged in criminal activity or caused  
11 significant damage to the property."

12 That's the language that was left off, isn't it, sir?

13 A That's the language that was incorporated by  
14 reference.

15 Q Thank you. The property is uninsured as of April 1.  
16 We talked about that. That's already been resolved.

17 A That's not -- that's not a true statement. It was  
18 insured. You just wanted to change the name of the insured  
19 party.

20 Q Do you know what the legal effect of an insurable  
21 interest is?

22 A I may think I do.

23 Q It's okay if you don't. So but I'll represent to you  
24 that we resolved this issue; correct?

25 A Correct. Correct.

1           Q     Now, the property has been lienied for \$19,000 plus by  
2 the HOA as and for health and safety violations, including, but  
3 not limited to illegal fireworks and speeding in the  
4 neighborhood by Mr. Bloom's 17-year-old son, who is not a  
5 licensed driver. That is true, isn't it?

6           A     Are you asking me if that's what it said or about the  
7 veracity of this statement?

8           Q     I'm asking you if that's what it says here.

9           A     That's what it says.

10          Q     And the lien recites for health and safety  
11 violations, doesn't it?

12          A     Those health and safety violations are addressed in  
13 the NRED complaint.

14          Q     I appreciate that, sir, but there is a lien on the  
15 property; correct?

16          A     That's correct.

17          Q     Have you bonded that lien?

18          A     I have not.

19          Q     Thank you.

20                         The exercise of the rights pursuant to  
21 the pledge by CBC was done with notice to the  
22 alleged owners of Spanish Heights Acquisition  
23 Company, titleholder to Spanish Heights. Not  
24 only was the 15 days followed pursuant to the  
25 agreement, but your own correspondence

1 dismissed my client's notice of default  
2 attached -- notice of default. Attached  
3 hereto is a copy of SJC Ventures' statement  
4 and resignation of listed member and SHAC as  
5 well as a copy of the transfer from the Antos  
6 parties, attachment Index 23, the only owners  
7 of record. As a result of any action to  
8 place -- as a result, any action to place  
9 Jack into bankruptcy protection will be done  
10 without corporate authority and deemed an  
11 intentional act of bad faith.

12 The next paragraph --

13 You received that letter, and you saw that; correct?

14 A That's your representation.

15 Q No, I'm asking you if you saw it and you read the  
16 letter.

17 A Yes, I read your representation in the letter, and I  
18 disagree --

19 Q Your reference to the lease that --

20 THE WITNESS: -- the veracity of a lot of it.

21 THE COURT: Wait. One of you at a time.

22 MR. MUSHKIN: Sorry. I didn't --

23 THE COURT: If you could finish, Mr. Bloom.

24 THE WITNESS: That's the letter that I received. I  
25 have issues with the veracity of much of it.

1 MR. MUSHKIN: Thank you.

2 BY MR. MUSHKIN:

3 Q Your reference to the lease that has expired on the  
4 property is again incomplete. Section B1 of the amended  
5 forbearance agreement specifically state: Options to extend  
6 have terminated. The paragraph then goes on to deem the  
7 condition satisfied and exercised, past tense. All other  
8 related documents have been pushed out to the same date,  
9 March 31, 2020. In anticipation of that date, correspondence  
10 and direct discussions with Mr. Bloom began.

11 Isn't that correct?

12 A That's not correct. That's what it says.

13 Q Well --

14 A That's what it says, but when you read the rest of  
15 that paragraph, it says that both parties acknowledge that the  
16 two successive two-year extensions were exercised by the  
17 tenant, and it's signed off on by the president of CBC.

18 Q Mr. Bloom, I appreciate that you have a story to  
19 tell, but I need you to answer my questions, and that document  
20 said where I referenced, that the options to extend have been  
21 terminated in bold print. Did it not say that? It's a yes or  
22 no question.

23 A That's part of what it says.

24 Q Thank you.

25 The next paragraph is an index of all

1 the correspondence as well as a copy of the  
2 inspection report. These documents are  
3 accessible by a Dropbox. The clear record in  
4 this matter shows that the lease has expired.  
5 The property has suffered significant damage,  
6 and the CBC I note is now due and payable in  
7 full. All terms of the forbearance agreement  
8 and amended forbearance agreement were  
9 fulfilled by the lender. Unfortunately, the  
10 borrower and tenant did not fulfill their  
11 obligations.

12 Then it goes on to two paragraphs that were  
13 bothersome to me, and these threats that were made with the  
14 attorney general. Do you see those paragraphs?

15 A I see your paragraphs, yes.

16 Q And I perceived as a threat under NRS 205.320. Do  
17 you see that?

18 A I see what you wrote.

19 Q And that the Nevada rules of professional conduct, do  
20 you see that?

21 A I do.

22 Q Okay. You don't deny that you went to the attorney  
23 general's office to attempt to get us prosecuted?

24 A Yes, I deny that I went to the attorney general's  
25 office to get you prosecuted.



1 Q Then why did you threaten prosecution?

2 A I went to the attorney general's office to stay an  
3 illegal foreclosure. The attorney general routinely  
4 intervenes. They have in several hundred of these cases where  
5 there are improper notices and violations of the governor's  
6 executive order. In this particular case, your response was  
7 that it was in litigation, and they deferred to the Court. But  
8 it's totally appropriate to go to the attorney general's  
9 office, and they intervene in these cases. It doesn't  
10 necessarily mean criminal prosecution unless you continue to  
11 violate the governor's executive order.

12 Q And your testimony is that it's appropriate to  
13 threaten to go to the attorney general?

14 A We were --

15 Q Yes-or-no answer, sir.

16 A In this case, yes, it was appropriate --

17 Q Thank you.

18 A -- to go to the attorney general.

19 Q So now I want to look at the next paragraph and make  
20 sure that you read it. Each prior communication with your  
21 office and your client has concluded with an open invitation to  
22 discuss resolution of this dispute. Your client has occupied  
23 this property at substantially below the cost of ownership all  
24 the while promising to buy the property, repair the property,  
25 maintain the property, maintain a reserve account and initiate

1 a quiet-title action among other unfulfilled contractual  
2 promises. I have been provided messages between our respective  
3 clients that directs all resolution discussions to my office.  
4 The invitation remains open to discuss a resolution with my  
5 client while my client pursues all available remedies. Do you  
6 see that?

7 A I see your words, yes.

8 Q Thank you. Let's take a look at Exhibit P.

9 THE COURT: P?

10 MR. MUSHKIN: P as in Paul.

11 THE COURT: Thank you.

12 BY MR. MUSHKIN:

13 Q Pl. This is again from your counsel:

14 I am in receipt of your correspondence  
15 of April 6th. Your letter states the default  
16 process in this matter was initiated on March  
17 16th, 2020, before the Emergency Directive  
18 008. This is a misrepresentation of fact.

19 Well, I want to understand that, sir. You've  
20 testified that my March 16th letter is a notice of default;  
21 right?

22 A Correct.

23 Q Well, then how is this -- how can your attorney say  
24 this is a misrepresentation of fact? The directive doesn't  
25 come out until two days later?

1           A     I think she's referencing your April 6th  
2 correspondence which references the amended notice on  
3 April 1st.

4           Q     No. It says right there default process in this  
5 matter was initiated March 16th, 2020. That's the letter,  
6 March 16, 2020. How is that a misrepresentation of fact? It's  
7 not?

8           A     Because that -- would you like me to answer your  
9 question?

10          Q     No, thank you, sir.

11          A     Okay.

12               THE COURT: Then don't ask him. You can't answer the  
13 questions. Remember?

14               MR. MUSHKIN: Why not?

15               THE COURT: You told him you're not here to answer  
16 questions.

17               MR. MUSHKIN: Why not?

18               THE COURT: I remember you saying it about two hours  
19 ago. Oh, Mr. Mushkin.

20               MR. MUSHKIN: So a small attempt at humor, Judge.

21               THE COURT: It's all right. Come on. I would really  
22 like to get this hearing over today. I know it's not going to  
23 happen, but I'd like to get it over today.

24               MR. MUSHKIN: Oh, it's going to happen, Judge.

25               THE COURT: We'll see.

1 MR. MUSHKIN: I think it'll happen.

2 BY MR. MUSHKIN:

3 Q So the March 16th notice is a notice of default;  
4 right?

5 A The March 16th is a notice of default.

6 Q Thank you. Now, on March 16th, 2020, is the date  
7 that you improperly sent a notice of default correspondence,  
8 which prematurely claimed that there was default under the  
9 forbearance agreement. Isn't that what your counsel is trying  
10 to say?

11 A Yes.

12 Q Now, you know that's not true, don't you?

13 A I disagree. That's absolutely true.

14 Q Well, what about all this language about only the  
15 identified defaults are forbearance?

16 A What are you --

17 Q I went through all that language with you in the  
18 agreement that said only identified defaults are subject to the  
19 forbearance?

20 A You have a notice of -- you have a notice of default  
21 on March 16th that's amended April 1st after the governor's  
22 executive order.

23 Q It's not amended April 1st.

24 A You have a notice of default on items that are not in  
25 default. If you had come back and said we have questions about

1 these items, can you provide this information, and then we  
2 couldn't provide it, at that point maybe absent the governor's  
3 order you could issue a notice of default. But nothing was in  
4 default, and you didn't -- and you issued a notice of default  
5 anyway. It was premature.

6 Q So when you promised in December to provide all the  
7 information that I asked for in March, I'm not allowed to do  
8 that?

9 A Who did I promise in December?

10 Q In the amended forbearance agreement. Let's go on to  
11 the next letter, sir, Exhibit R. I may have skipped one. I  
12 did. Let's go to Q.

13 A Okay.

14 Q Q1. Dear Ms. Barraza --

15 Now, just for the record, Mr. Bloom, you got these  
16 letters all directly, didn't you? Because each time I sent a  
17 letter, I would email it, and I would include you in the email;  
18 isn't that correct?

19 A The only one I did not get was the April 1st letter  
20 regarding the exercise by April 15th of the notice of  
21 transfer of the stock, and we -- I got the others.

22 Q I know you said that, and I don't have any reason to  
23 dispute it, but I'm surprised because it was the subject of  
24 various conversations. But be that as it may, the factual  
25 record, the letters are here. So.

1 Dear Ms. Barraza, once again, your  
2 letter is both factually and statutorily  
3 incorrect. On March 16th, a notice of  
4 nonmonetary default and request for  
5 documentation was sent, and the opportunity  
6 to cure was 15 days.

7 On April 1, the statutory notice to  
8 foreclose was sent on the fully matured note.  
9 The amended notice merely corrected a  
10 typographical error on the date of March 30,  
11 2020, instead of 2021. No misrepresentations  
12 were made. Both notices were accurate and of  
13 legal effect.

14 The record is clear regarding the  
15 condition of the property and the health and  
16 safety issues. There are numerous witnesses.  
17 On this topic, we must simply disagree.

18 As to the ownership of SHAC, we will  
19 once again disagree. All conditions  
20 preceding had been satisfied. You have  
21 interestingly ignored the resignation  
22 document signed by Mr. Bloom as well as the  
23 arbitration provision of the operating  
24 agreement.

25 The simple truth is your client has

JD Reporting, Inc.

1 failed to perform. The lease is now expired.  
2 The note has matured, and my client has  
3 chosen to exercise their rights under the  
4 forbearance agreement and related documents.  
5 Once again, you resort to threats of a --  
6 when a recognition of your client's lack of  
7 performance and request for accommodation is  
8 what is required.

9 You are welcome to contact me with your  
10 client to discuss options for resolution. If  
11 you have any questions or comments, again, do  
12 not hesitate to contact me.

13 You received that letter; correct?

14 A I did.

15 Q All right. Now let's go to Exhibit R. Exhibit R is  
16 my letter of April 7 to Governor Sisolak and the attorney  
17 general. Do you see that?

18 A I do.

19 Q This is enclosing correspondence of April 6th to  
20 Danielle Barraza with attachments and Dropbox link. Her letter  
21 to me of April 4th, 2020, in regard to the above referenced  
22 matter for your records and review. Please accept my apology  
23 for disturbing you during these difficult times, but I take  
24 very seriously the directives from the governor. I also take  
25 very seriously unlawful threats of prosecution leveled by

1 counsel. The nature of constitutionally protected property  
2 rights and the exception language of Directive 008 require the  
3 actions taken by my clients. If you should have any questions,  
4 please do not hesitate to contact me.

5 Do you see that?

6 A I do.

7 Q And I provided those documents to the attorney  
8 general, did I not?

9 A I have no idea what you provided to the attorney  
10 general were to the governor directly.

11 Q Okay. Let's go to Exhibit S. This is your -- the  
12 office of the attorney general providing me your complaint; is  
13 that correct?

14 A I wasn't party to communications between you and the  
15 attorney general's office. I don't know what they provided  
16 you.

17 Q Well, let's take a look at zero -- S004.

18 THE COURT: Thank you.

19 BY MR. MUSHKIN:

20 Q Is that the complaint form that you filled out?

21 A I believe so.

22 Q And I would direct your attention to page 006. You  
23 understand that this document is submitted under oath, sir, do  
24 you not?

25 A I'm sure it is.



1 Q And that you place in your complaint, notwithstanding  
2 Governor Sisolak's Executive Order, Mushkin said he didn't care  
3 and in violation thereof issued notice of default on April 1,  
4 the first step in foreclosure. And then on April 3rd, a  
5 notice to vacate.

6 Do you see that?

7 A I do.

8 Q When did I say I didn't care?

9 A In one of our telephone conversations. That's my  
10 recollection of what you told me.

11 Q When did it take place?

12 A I don't recall. We spoke frequently.

13 Q What date?

14 A Same answer.

15 Q Who else was on the phone?

16 A Just you and I.

17 Q And what you were requesting at page 009, you were  
18 requesting a letter from the attorney general's office  
19 directing that the compliance with the governor's executive  
20 order and rescission of the April 1, 2020, notice of default;  
21 is that correct?

22 A Correct.

23 Q And the April 3rd notice to vacate?

24 A Correct.

25 Q Let's take a look at Exhibit I.

1 THE COURT: I or T?

2 THE WITNESS: I?

3 MR. MUSHKIN: T.

4 THE COURT: Thank you.

5 BY MR. MUSHKIN:

6 Q That's my response to the attorney general; is that  
7 correct?

8 A Correct. Although it has misleading information and  
9 false information in it.

10 Q Of course it does. At least that's what you think.

11 A Well, that's what the documents show. Exhibit Q  
12 shows that.

13 Q Oh, I don't think so. So let's take a look at  
14 Exhibit U.

15 MR. MUSHKIN: Which has been admitted, Your Honor.

16 THE COURT: It has?

17 MR. MUSHKIN: That's why I'm kind of confused about  
18 the declarations. Counsel and I had talked about it.

19 THE COURT: I didn't know about the declarations  
20 being admitted. So now I'm going to read it.

21 MR. MUSHKIN: Thank you.

22 THE COURT: I didn't read it from the filing that was  
23 made with the court.

24 MR. MUSHKIN: No problem, Judge. Would you like to  
25 take a minute to read it?

1 THE COURT: I have read it.

2 MR. MUSHKIN: Thank you.

3 THE COURT: It's only what, seven paragraphs long?

4 MR. MUSHKIN: Not very long.

5 BY MR. MUSHKIN:

6 Q Mr. Bloom, you submitted a declaration in this case;  
7 is that correct?

8 A That's correct.

9 Q And that declaration says something entirely  
10 different than the declaration of Mann Schwartz [phonetic]; is  
11 that correct?

12 A That's correct.

13 Q So you would have this Court believe you over  
14 Ms. Schwartz; is that correct?

15 A Absolutely.

16 Q Let's take a look at the next one, which is the  
17 declaration of Joseph Davidoffski [phonetic].

18 A Which exhibit?

19 Q I'm sorry. I want to skip that one. This is not the  
20 one I want. Let's go to U005, the declaration of David Wright  
21 [phonetic].

22 THE COURT: Okay.

23 BY MR. MUSHKIN:

24 Q Is it your testimony that you did not flash a badge  
25 in front of Mr. Miller -- Mr. Wright? I'm sorry.

1           A     I don't have a badge. He references a courtesy badge  
2 from Metro. That's something that doesn't exist. So yes, I  
3 deny that statement.

4                               (Pause in the proceedings.)

5 BY MR. MUSHKIN:

6           Q     Mr. Bloom, isn't it also true that you flashed your  
7 badge in front of two of the security personnel at Spanish  
8 Heights?

9           A     Again, I don't have a badge.

10          Q     So these people are not telling the truth?

11          A     If they're saying that I flashed a badge that I don't  
12 possess, then, yes, they're not telling the truth.

13                       MR. MUSHKIN: Court's indulgence.

14                               (Pause in the proceedings.)

15 BY MR. MUSHKIN:

16          Q     Mr. Bloom, there's a declaration that's been filed  
17 with Tywon Davis, and Ms. Davis testifies that --

18                       THE COURT: Has that been admitted?

19          MR. GUTIERREZ: Objection, Your Honor. Is this an  
20 exhibit that he's reading from?

21                       MR. MUSHKIN: It's been filed, Your Honor.

22                       THE COURT: That doesn't make it an exhibit. Has it  
23 been admitted?

24                       MR. MUSHKIN: It has not.

25                       THE COURT: Is it a proposed exhibit?

1 MR. MUSHKIN: Proposed.

2 THE COURT: Which letter? I'm here for you. I can  
3 follow the rules.

4 MR. MUSHKIN: How about YY?

5 THE COURT: How about you mark it next in order.

6 MR. MUSHKIN: I'm going to put YY at the top of it --

7 THE COURT: Well, no, you're not. Dulce is going to  
8 do something with it. We've got a process in Department 11.  
9 You're supposed to wear your mask when you get close to  
10 everybody. Hand it to Ramsey. He'll take care of it for you.

11 MR. MUSHKIN: You're actually cute in that mask.  
12 Anybody ever tell you that?

13 THE COURT: A hate this mask.

14 MR. MUSHKIN: It's kind of cute.

15 THE COURT: The scarf was easier, but I couldn't talk  
16 through it.

17 (Pause in the proceedings.)

18 THE COURT: All right. You've been given a proposed  
19 exhibit.

20 That has what identifier, Dulce?

21 THE CLERK: YY.

22 THE COURT: YY on it. Now --

23 THE CLERK: Oh, I'm sorry. What's after W? X. It  
24 should be XX.

25 MR. MUSHKIN: Actually, I have a marked XX. If you

1 leave it YY, I would appreciate it.

2 THE COURT: So apparently it's going to be Proposed  
3 YY. The witness has a copy. At some point I'll get an  
4 objection.

5 I'm not there yet, Mr. Gutierrez. You've been in  
6 here for weeks on end in evidentiary hearings. You know how it  
7 works, Joe.

8 MR. GUTIERREZ: Months.

9 THE COURT: All right, Mr. Mushkin.

10 MR. MUSHKIN: I need to see it because I can't  
11 remember the names.

12 (Pause in the proceedings.)

13 BY MR. MUSHKIN:

14 Q Is it your testimony, Mr. Bloom, that you didn't  
15 flash your badge to Officer Isaiah Diggs [phonetic] on  
16 September 21st of 2019, at approximately 10:00 p.m.?

17 A I don't have a badge. So, yes, that's my testimony  
18 that I did not flash a badge I don't possess.

19 Q And is it your testimony that you didn't flash a  
20 badge to Danalton [phonetic] Pena [phonetic] on the same date?

21 A I don't know who either of these people are, but my  
22 answer is the same. I don't have a badge to flash.

23 Q So everybody is lying but you?

24 A Well, Tywon Davis is not saying I presented a badge  
25 to her. She's only echoing these other statements. So, yes.

1 Q And she's the site supervisor?

2 A She is also the defendant in another case for illegal  
3 actions that she took that you're representing her on.

4 Q Mr. Bloom, I'd appreciate it if you would answer my  
5 questions before you start to testify over what you want to  
6 testify to. At some point in time this Judge is going to  
7 realize that you don't want to answer my questions. Now, I'm  
8 just asking simple questions, and so I want to go back to my  
9 question. Okay?

10 A Mr. Mushkin --

11 Q So is everybody --

12 THE COURT: Wait. Let's let him ask the question.

13 BY MR. MUSHKIN:

14 Q Do you know who Officer Isaiah Driggs [phonetic] is?

15 A No.

16 Q Do you know who Officer Danalton Pena?

17 A No.

18 Q De Pena. But you know who Tywon Davis is?

19 A I do.

20 Q And you also know that there's video of these  
21 exchanges at the gate; right?

22 A I have never seen it.

23 MR. MUSHKIN: Okay. Your Honor, I would move for  
24 admission of the declaration of Tywon Davis.

25 THE COURT: Any objection?

1 MR. GUTIERREZ: Objection, Your Honor. First of all,  
2 it's hearsay. And two, it's never been presented to us as a  
3 proposed exhibit.

4 THE COURT: The objection on hearsay is sustained.

5 MR. MUSHKIN: Your Honor, I'd like to speak to the  
6 hearsay objection.

7 THE COURT: Sure.

8 MR. MUSHKIN: It is an exception to the hearsay rule.  
9 These are records that are kept in the ordinary course of  
10 the --

11 THE COURT: A declaration is not an exception to the  
12 hearsay rule. The records might be business records, but the  
13 declaration itself --

14 MR. MUSHKIN: I'll get to that.

15 THE COURT: -- is not.

16 MR. MUSHKIN: Okay. I'll later submit the actual  
17 proofs.

18 So you've read David Wright's declaration, which has  
19 already been admitted, and that's I have to say, Your Honor --

20 THE COURT: And that's at U5 and 6.

21 MR. MUSHKIN: That's -- yes.

22 And, Your Honor, I have to say that I am caught a  
23 little bit off guard because we had discussed with counsel that  
24 the declarations would come in, but I'll deal with it with  
25 other evidence.



1 THE COURT: Okay.

2 MR. MUSHKIN: It's not necessary for today, but that  
3 was the representation made to me by counsel, that the  
4 declarations --

5 MR. GUTIERREZ: And, Your Honor, just for the record,  
6 it's the declarations that have been stipulated to be admitted.  
7 That's the --

8 THE COURT: I don't need you to argue with each  
9 other. I've got U in evidence, U5 and U6 is Mr. Wright talking  
10 about a courtesy badge. If you want to talk about the courtesy  
11 badge any more, I'm happy to listen.

12 MR. MUSHKIN: No. Thank you, Your Honor.

13 THE COURT: Okay.

14 MR. MUSHKIN: I've had enough of the badge. Enough  
15 of the lies.

16 BY MR. MUSHKIN:

17 Q So what's been admitted as Exhibit V --

18 THE COURT: V?

19 BY MR. MUSHKIN:

20 Q -- are a series of incident reports.

21 MR. MUSHKIN: Your Honor, I would offer --

22 THE COURT: V as Victor?

23 MR. MUSHKIN: V as in Victor.

24 THE COURT: Okay.

25 MR. MUSHKIN: They've already been admitted. I'm

1 going to save the Court's time. We don't have to go over them.  
2 The Court can review them at their leisure. I would submit to  
3 the Court these are documents that support the reckless  
4 disregard for the law and rules of the HOA.

5 BY MR. MUSHKIN:

6 Q Now, Exhibit 8 -- April -- I mean, I'm sorry.  
7 Exhibit X. X01 is a letter that's been admitted dated April  
8 8th, 2020. Do you see that?

9 A Yes.

10 Q You read it?

11 A I have.

12 Q Is it true that your letter of April 7th contained an  
13 the offer that was unacceptable to my clients?

14 A Yes.

15 Q And does this express what my clients were willing to  
16 do in order to extend the lease?

17 A I believe so.

18 Q And it has an advanced deposit of 150,000. Do you  
19 see that?

20 A Well, let me rephrase that. This was not to extend  
21 the lease. This was to extend the forbearance agreement, which  
22 is a separate agreement with different parties.

23 Q But it has the effect of extending the tenancy; is  
24 that fair?

25 A No. The tenancy exists with or without the

1 forbearance agreement.

2 Q Well, that's your testimony, but this letter attempts  
3 to extend it, doesn't it?

4 A When you say "it," I don't know if you are  
5 deliberately trying to confuse documents or --

6 Q Extend the tenancy.

7 A No, this is not to extend the tenancy.

8 Q Okay. Let's just go through the documents.

9 A It's just to extend the forbearance agreement.

10 Q So this letter requests an advanced deposit of  
11 150,000 as the reserve -- mirroring the reserve that was in the  
12 prior document; is that fair?

13 A No.

14 Q Okay.

15 A The prior document had an advance against which  
16 payments were drawn. You tried to craft it into a security  
17 deposit in addition to the monthly payments.

18 Q Okay. That's how you [indiscernible] it. No  
19 problem.

20 A That's what the document say.

21 Q No problem. But it's the same amount as the reserve  
22 account. That's all I was going for.

23 A For a 12-month term initially as a reserve account  
24 and a three-month --

25 Q It's a yes or no question, sir --

1 A -- term here.

2 Not everything is a yes or no question --

3 Q -- 150,000 here, 150,000 --

4 THE COURT: Guys, one of you at a time, or we'll  
5 never get a good record. We're recording. It's not court  
6 reporters. They don't parse you. You've got only have one at  
7 a time.

8 Mr. Bloom, could you finish your answer.

9 THE WITNESS: Thank you, Your Honor.

10 \$150,000 is the same absolute dollar amount. The  
11 original agreement for a security -- to secure the financial  
12 performance subject to drawdown over 12 months is very  
13 different than \$150,000 security agreement for a three-month  
14 extension that would be in addition to the monthly payments  
15 contemplated.

16 MR. MUSHKIN: Thank you.

17 BY MR. MUSHKIN:

18 Q The rent shall be 60,769.94; correct? Isn't that  
19 what it says there?

20 A That was the request.

21 Q And that's pretty close to the number that I put on  
22 my demonstrative exhibit; is that fair?

23 A It's close.

24 Q It's within a couple of bucks, 20 bucks less?

25 A Yeah.

1 Q Insurance, we've dealt with that.

2 Repairs, both past and present to be documented and  
3 fulfilled. Do you see that?

4 A I do.

5 Q And it says,

6 The parties can create a list based upon  
7 the recent report. The agreement is final  
8 with all prior defects and defenses waived.  
9 The default notices will not be withdrawn,  
10 and the foreclosure process will continue.  
11 The parties can either agree to the amount  
12 due or immediately begin arbitration on this  
13 limited issue.

14 Do you see that?

15 A I see.

16 Q The goal of this offer is to give Mr. Bloom what he  
17 has asked for, to get until June 10th, the date of his  
18 liquidity event. It is also my goal to resolve any other  
19 lingering issues so that there is finally -- there's finality  
20 on or about June 30, 2020.

21 Do you see that?

22 A I do.

23 Q And I'm assuming you've rejected this offer?

24 A I did.

25 Q Okay. Now, I would note that this offer also goes

1 through --

2 Oh, I found the \$20, Mr. Bloom. I put the HOA dues  
3 at 830. They're actually 850.

4 A Okay.

5 Q But this outlines the rent and its component parts  
6 which is the 19,181 to Northern Trust; 3,084 to Northern Trust  
7 and thirty-three, one, eighty-seven to CBC I. You see those  
8 elements; right?

9 A Yeah. Except that SHAC --

10 Q And that's --

11 A -- doesn't pay rent. SHAC pays a payment under the  
12 forbearance agreement. SJC pays rent to SHAC.

13 Q And the taxes of forty-four, eighty-six, fifty-one;  
14 correct?

15 A Correct.

16 Q That's approximately what the taxes are a month; is  
17 that fair?

18 A I believe so.

19 Q Okay. You filed a couple of declarations in this  
20 case, didn't you?

21 A I believe so.

22 Q I'm going to show you what's been marked for  
23 identification as Exhibit OO.

24 THE CLERK: Proposed.

25 THE COURT: Proposed.

1 MR. MUSHKIN: Proposed, 001.

2 BY MR. MUSHKIN:

3 Q Do you recall in our conversations about the sales  
4 and note, Mr. Bloom, that I advised that certain payments had  
5 been made?

6 A I do.

7 Q And that City National would be paid for the month of  
8 March?

9 A Yes.

10 Q And you see this check written to City National on or  
11 about April 9th for 19,181.07?

12 A I do.

13 Q And you can see that it was cashed. Is that also  
14 correct?

15 A It appears to be.

16 Q Any reason to believe that this, in fact, wasn't  
17 received by City National?

18 A The only thing I would suggest is that there seems to  
19 be an extended period from when City National received it and  
20 the date that it was dated because City National maintained  
21 that they hadn't received payment long after April 9th.

22 MR. MUSHKIN: Your Honor, it was not responsive to my  
23 question, but I'll do follow up.

24 BY MR. MUSHKIN:

25 Q I just asked you is there any reason that you know or

1 believe that this wasn't received by City National when the  
2 payment says, Deposit only to account of within named payee  
3 City National Bank?

4 A Yeah. I would accept that it was eventually received  
5 by City National.

6 Q Thank you.

7 MR. MUSHKIN: Move for admission of OO, Your Honor.

8 THE COURT: Any objection to OO?

9 MR. GUTIERREZ: No objection.

10 THE COURT: Be admitted.

11 (Joint Exhibit Number(s) OO admitted.)

12 BY MR. MUSHKIN:

13 Q Let's take a look at PP. This is to Northern Trust  
14 Company. Do you see that?

15 A I do.

16 Q And you can see the stamp Northern Trust credit to  
17 payee. Do you see that?

18 A I do.

19 Q Any reason to doubt that Northern Trust received that  
20 money?

21 A Same response eventually. It looks like April  
22 22nd, three weeks after it's dated. It was received because  
23 as of April 20th, Northern Trust represented that they had  
24 not received payment.

25 MR. MUSHKIN: Move for admission of PP, Your Honor.



1 THE COURT: Any objection to PP?

2 MR. MUSHKIN: No objection.

3 THE COURT: PP will be admitted.

4 (Joint Exhibit Number(s) PP admitted.)

5 THE COURT: Is this Proposed XX?

6 MR. MUSHKIN: Proposed XX.

7 THE COURT: The marshal would love to pick it up from  
8 you and give it to Dulce.

9 (Pause in the proceedings.)

10 BY MR. MUSHKIN:

11 Q Mr. Bloom, would you take a minute and take a look at  
12 what's been marked as Proposed Exhibit XX.

13 A Is this the same series of documents that are in the  
14 exhibit book?

15 Q No, those are not. The ones in the exhibit book are  
16 under V. These are the rest of them. At the time --

17 THE COURT: Take a moment and look through them.

18 THE WITNESS: Okay.

19 THE COURT: And then Mr. Mushkin is going to ask you  
20 some questions about them. But feel free to take the time you  
21 need to familiarize yourself with them. And if you'd like us  
22 to take a break while you look at them, please let us know. We  
23 would all be happy to get up, walk around. And for those of us  
24 who have a private office, we could take off the mask.

25 MR. MUSHKIN: Your Honor, I would like to have a

1 10-minute break if we could.

2 THE COURT: So, Mr. Bloom, we're going to take a  
3 10-minute break. Look at them. If you're not done when we're  
4 done with the 10-minute break and you still need a break too,  
5 you let us know. Ramsey will come get me when it's time. I'm  
6 going to go drink some water or soda or caffeine or something.

7 THE WITNESS: Thank you, Your Honor.

8 THE COURT: All right. Take the time you need.

9 THE WITNESS: I will. Thank you.

10 THE COURT: Okay.

11 Proceedings recessed at 2:22 p.m., 2:24 p.m.)

12 (Pause in the proceedings.)

13 THE COURT: Okay. Sir, did you get a chance to look  
14 through Proposed XX?

15 THE WITNESS: I did. Thank you.

16 THE COURT: Okay.

17 BY MR. MUSHKIN:

18 Q Mr. Bloom --

19 THE COURT: Did you also get a break while the rest  
20 of us were out of the room?

21 THE WITNESS: Somewhat.

22 THE COURT: Okay. All right.

23 BY MR. MUSHKIN:

24 Q Mr. Bloom, are those true and correct copies of  
25 incident reports that have been submitted by security personnel

1 at Spanish Hills?

2 A I would have no way of knowing because they're not  
3 submitted to me.

4 Q You've never seen them before?

5 A Just in the course of this litigation, but not from  
6 the security company submitting them to the HOA, no.

7 Q Any reason to believe these are not correct copies?

8 A I have no knowledge one way or the other.

9 Q You've looked at Exhibit V; is that correct, that's  
10 been admitted?

11 THE COURT: V as in Victor?

12 MR. MUSHKIN: V as in Victor.

13 THE WITNESS: Yeah. I think we looked at that  
14 previously.

15 BY MR. MUSHKIN:

16 Q Those are other incident reports; is that correct?

17 A They're purported to be.

18 Q And to your knowledge, these are kept, you know,  
19 normally in the ordinary course by the association?

20 A I have no knowledge of that.

21 Q You ran for the board, didn't you?

22 A Yes. But I've never been on the board in this  
23 association. I've never dealt with --

24 Q And you've contested --

25 A -- Marchman [phonetic].

1 Q You've contested numerous matters against you; isn't  
2 that correct?

3 A Yes.

4 Q By the HOA?

5 A Yes. And in those -- in those interactions, I've  
6 never been presented these documents by the HOA.

7 MR. MUSHKIN: Your Honor, I move to admit -- they  
8 merely supplement Exhibit V. I advised counsel before today.  
9 I don't know if they're going to object or not. I just wanted  
10 you to have all the incident reports.

11 THE COURT: Any objection?

12 MR. GUTIERREZ: Your Honor, we'd object as to  
13 hearsay.

14 THE COURT: Okay.

15 MR. MUSHKIN: So, Your Honor --

16 THE COURT: Mr. Bloom cannot lay the foundation for  
17 the business record exception to the hearsay rule for proposed  
18 XX. I'm not saying that without the proper witness I wouldn't  
19 admit them, but at this point I'm not going to.

20 MR. MUSHKIN: Your Honor, I'd only add that these are  
21 merely supplement to Exhibit V, which has already been  
22 admitted.

23 THE COURT: I understand your position.

24 MR. MUSHKIN: And I will do my best to attempt to lay  
25 a foundation at some future point to get them admitted.

1 THE COURT: Okay.

2 THE CLERK: Is that sustained --

3 THE COURT: For now.

4 BY MR. MUSHKIN:

5 Q Okay. Mr. Bloom, I want to go back to Exhibit B.

6 A Exhibit?

7 Q I left out some stuff.

8 A V or B?

9 Q B as in boy. The lease. I'd like to direct your  
10 attention to B004. And under I, under the provision B004,  
11 Section I, guarantor. Isn't it true that this lease also  
12 recites that tenant is to provide a guarantee against its  
13 distributions resulting from its interest in that certain  
14 judgment?

15 A Correct.

16 Q And then I want you to look at 1.3, Section A, and it  
17 says, Tenant compliance with CC&Rs, and it says Tenant shall  
18 comply with all CC&Rs; is that correct?

19 A Yes.

20 Q And it says, If there is a compliance issue, tenant  
21 shall be responsible to cure any such violation cited or either  
22 defend or pay fines associated with such violations asserted;  
23 is that correct?

24 A Correct.

25 Q Okay. I want to take your attention to page 009,

1 Section E, and it says, Tenant shall be responsible for the  
2 payment of any type of tax, excise or assessment. Do you see  
3 that?

4 A Yes.

5 Q So you don't argue that you're responsible for the  
6 real property taxes; correct?

7 A If the first doesn't pay them.

8 Q Thank you. Now, interestingly enough --

9 A And just to clarify, "you" being SJC as a tenant or  
10 SHAC as the property, but I'm not a party individually.

11 Q I'm saying tenant, SJC. I'm sorry if I -- I will  
12 argue at a later date alter ego, but that's not for today.

13 Let's go to page 10, 6.1, Security deposit, and it  
14 says,

15 Within 90 days, the tenant's execution  
16 and submission of this lease, tenant will  
17 deposit with the landlord and thereafter  
18 during the term of this shall maintain on  
19 deposit with landlord without interest the  
20 sum set forth in Section 1.2D.

21 If you go to the lease at Section 1.2D, 1.2D talks  
22 about base rent.

23 A Correct.

24 Q So is the deposit to be equal to the base rent?

25 A No. There's no call for a security deposit. This is

1 a lease that was modified for this deal. If there was to be a  
2 security deposit, it would've been called out separate from the  
3 base rent in 1.3D.

4 Q You prepared the lease; correct?

5 A I don't recall. Possibly, but I --

6 Q Now, let's take a look --

7 A I'm not sure.

8 Q -- at 10.1 under liens. And I would direct your  
9 attention to the lower -- we'll say six lines up from the  
10 bottom. It starts, If tenant desires to contest any claim of  
11 any such lien, then tenant at its sole cost and expense may do  
12 so upon furnishing landlord with security reasonably accepted  
13 to landlord in the amount of at least 150 percent of the amount  
14 of such claim, plus estimated costs and interests. Do you see  
15 that?

16 A I do.

17 Q Have you provided such assurances to the landlord as  
18 a result of the lien filed by the HOA?

19 A So the landlord is --

20 Q Sir --

21 THE COURT: That's a yes or no, sir.

22 BY MR. MUSHKIN:

23 Q -- it's a yes or no question.

24 A I have provided assurances on behalf of SJC to SHAC.

25 Q It says, If you want to contest furnishing landlord

1 with security in the amount of at least 150 percent. Have you  
2 provided security to the landlord?

3 A Not in cash.

4 Q Thank you. I'd like to direct your attention to  
5 page 25. This again talks about cumulative remedies, doesn't  
6 it? 20.19?

7 A 20.19 is on 26. Yes.

8 Q Yes. B26.

9 A Okay.

10 Q Remedies are cumulative; correct?

11 A Correct.

12 Q Thank you. And then I want to make sure that SJC, on  
13 page B28, you, in fact, signed it; correct?

14 A On behalf of the tenant SJC.

15 Q Yes, sir. Thank you. Now, I'd like you to take a  
16 look at B31. And again, I'd like you to look at the parties on  
17 the consent to lease. Both Spanish Heights and SJC Ventures  
18 are parties to the consent to lease; correct?

19 A Correct.

20 Q And it says at paragraph 1, just above paragraph 1 --  
21 it says,

22 CBC hereby consents to the lease  
23 attached hereto subject to the following  
24 conditions. The lease shall be subject and  
25 subordinate to the lien and effect of the



1                   forbearance agreement insofar as it affects  
2                   the real and personal property or which the  
3                   property form a part and to all renewals,  
4                   modifications, consolidations, replacements  
5                   and extensions thereof and to all advances  
6                   made or to be made thereunder to the full  
7                   extent of amount secured thereby and interest  
8                   thereon.

9                   Do you see that?

10            A     I do.

11            Q     So this lease is subordinate to the forbearance  
12            agreement; correct?

13            A     Correct.

14            Q     In the event CBI or any trustee of CBI takes  
15            possession of the property as mortgagee in possession or  
16            otherwise forecloses on the property, sells the property or  
17            otherwise exercises its right under the forbearance agreement,  
18            CBC I may terminate the lease.

19            Do you see that?

20            A     I do.

21            Q     And again you signed this as Spanish Heights  
22            Acquisition Company manager Jay Bloom; correct?

23            A     Correct.

24            Q     Now I'd like to go finally to something entitled  
25            Amendment C002. And at C002, it says at paragraph 5:

1                   The membership pledge agreement executed  
2                   by SJCVC and the Antos Trust shall remain in  
3                   effect and the execution of this amendment  
4                   shall not be considered a waiver of rights  
5                   under the membership pledge agreement.

6                   Do you see that?

7           A     I do.

8           Q     Did you understand that when you entered into this  
9     document?

10          A     I think I understand it differently than you do, but,  
11     yes.

12          Q     And the balloon payment is due March 31st; is that  
13     correct?    Page --

14          A     Correct.

15          Q     Did you pay the balloon payment?

16          A     No.

17          Q     Why?

18          A     Well, apparently on April 1st CBC took possession  
19     of the stock as the pledge collateral under the Antoses, which  
20     had the effect, as I understand it, of extinguishing the note.

21          Q     And where do you gather that understanding?

22          A     Under a de facto merger.

23          Q     And what is a de facto merger?   Are you a lawyer?

24          A     I am not.

25          Q     Been to law school?

1 A I have not.

2 Q Where do you come up with de facto merger?

3 A I've come across it in other litigation.

4 Q Oh. Thank you.

5 I'd like to direct your attention to paragraph 9 on  
6 C003. Again, it recites the membership pledge agreement  
7 executed by SJCV and the Antos Trust shall remain in effect and  
8 should not be considered a waiver. Do you see that?

9 A I do.

10 Q Paragraph 11, the account control agreement shall  
11 remain and is not a waiver; is that correct?

12 A Yes.

13 Q At paragraph 12, the security agreement shall remain  
14 in effect, and the execution of this amendment shall not be  
15 considered as a waiver. Do you see that?

16 A I do.

17 Q Okay. And then paragraph 13S will provide -- we've  
18 already gone through all of that. We went through the reps and  
19 warranties, talked about the 100 percent ownership in paragraph  
20 G.

21 And again, I want to direct your attention to  
22 paragraph 19, C006 where again you affirm that the Antos  
23 parties and the SJC parties represent they continue to  
24 acknowledge that they continue to pledge their stock in SHAC as  
25 collateral for the forbearance agreement. Do you see that?

1 A I see it.

2 Q And you signed this document; is that correct? Both  
3 as Spanish Heights Acquisition Company and as SJC Ventures?

4 A Correct.

5 Q Mr. Bloom, how have you been irreparably harmed as of  
6 this date?

7 A Well, I've had to expend attorneys' fees and costs  
8 and post a bond to prevent a foreclosure and eviction action  
9 that was instituted in violation of the governor's directive.  
10 If I hadn't, you indicated several times that the foreclosure  
11 and eviction proceedings would continue despite representing to  
12 this Court that there is no foreclosure and eviction proceeding  
13 and uncontested. I would have lost real property which is  
14 unique in nature during the global pandemic and been displaced.

15 Q Is there any eviction proceeding pending against you,  
16 sir?

17 A You issued a notice to vacate.

18 Q Sir, that's a yes or no question. I would appreciate  
19 it if you would answer my questions and not be evasive.

20 A I'm not being evasive. I'm answering your question.

21 Q You are being --

22 THE COURT: Mr. Mushkin, don't argue.

23 Sir, answer the question.

24 THE WITNESS: The eviction proceeding was voided by  
25 the TRO.

1 BY MR. MUSHKIN:

2 Q Mr. Bloom, has there been an eviction proceeding  
3 initiated in any court in Southern Nevada against you or SCJV?  
4 Yes-or-no answer, sir.

5 A That's a compound question with several answers to  
6 it.

7 MR. MUSHKIN: Your Honor, please instruct the witness  
8 to answer the question.

9 THE COURT: He objected it was compound. Can you  
10 break it down, please, Mr. Mushkin.

11 MR. MUSHKIN: Oh, of course I can, Judge.

12 BY MR. MUSHKIN:

13 Q Your Honor, has there --

14 A Your Honor --

15 Q Mr. Bloom.

16 THE COURT: It's been a long day, Mr. Mushkin. None  
17 of us have been in court for full days in months, and I will  
18 tell you it tries your brain because you don't think the same  
19 when you're not in court all day.

20 MR. MUSHKIN: Judge, I'm just warming up. I'm ready  
21 to go as long as you want me to go.

22 THE COURT: No. We're breaking at 4:45.

23 BY MR. MUSHKIN:

24 Q Mr. Bloom, have you on behalf of SJCv been served  
25 with any eviction proceeding in Clark County on the residence

1 that you live in?

2 A Yes.

3 Q What eviction proceeding have you been served with?

4 A A notice to vacate, which is the start of an eviction  
5 proceeding.

6 Q Sir, that was not my question. I've asked you if  
7 you've been served with an eviction proceeding in a court in  
8 Clark County. Have you been served with an eviction proceeding  
9 that is filed in a court in Clark County, Nevada on behalf of  
10 SCJV (sic)?

11 A Sir, that's a different question which is compound.  
12 So I can provide you a compound answer, or you can break it  
13 into two separate questions. Yes, there was any eviction  
14 proceeding that was started by way of a notice to vacate. No,  
15 it was not started in court. That comes later after the notice  
16 to vacate is denied.

17 Q So and has there been a notice of default and  
18 election to sell recorded as required under NRS 102 to initiate  
19 a foreclosure in this action? Yes or no.

20 A I thought it was NRS 107. And it's -- I'm not aware  
21 if it was recorded.

22 Q Thank you.

23 A But it was served. It was provided.

24 Q Now I want to -- I want to know what -- so Rule 65  
25 requires a specific statement of facts. Okay. So are there

1 any facts that you rely upon other than the content of the  
2 Emergency Directive 008 in requesting your injunction today?

3 A Yes.

4 Q What?

5 A CBC doesn't own the note. They have no basis to  
6 conduct a foreclosure.

7 Q Any other -- any other reason for your injunction?

8 A Yes. Had they not sold the note, then --

9 Q Sir.

10 A -- the doctrine of merger would apply. And even if  
11 it didn't, the one action rule attaches because they elected  
12 another remedy.

13 Q Are you an attorney?

14 A I am not.

15 Q Do you know what the one action rule is?

16 A I do.

17 Q Tell me what it is.

18 A The one action rule provides that a lender can either  
19 choose to foreclose or pursue an alternative remedy, but it  
20 can't pursue the alternative remedy and then elect to foreclose  
21 secondarily.

22 Q And do you understand what it means to have  
23 cumulative remedies by contract?

24 A I do.

25 Q Okay. And you don't understand that the one action

1 rule may not apply in that circumstance?

2 A Well, we disagree on that interpretation.

3 Q I can understand you would disagree with just about  
4 anything I said, Mr. Bloom, but --

5 A Well, try something truthful.

6 Q But I want to understand how the one action -- you're  
7 making some claim under the one action rule. Can you tell the  
8 Court how that makes you irreparably harmed.

9 A Yeah.

10 Q How?

11 A If your client is not enjoined from foreclosing on a  
12 note that it doesn't own, then there's a nonjudicial proceeding  
13 that you're going to follow where following a notice of  
14 default, which is a foreclosure start, you're going to --  
15 you're going to issue a notice of sale. And then in a  
16 nonjudicial faction bring to sale a property that you don't  
17 have a basis to conduct a foreclosure sale on. You also have a  
18 notice to vacate, which is followed -- the start of an eviction  
19 process, which is followed by an unlawful detainer. Now,  
20 that'll get stopped in the justice court because of the  
21 governor's order, but the notice to vacate is specifically  
22 named in the executive directive as something being precluded.  
23 You did it anyway on April 3rd.

24 Q And there are exceptions; correct?

25 A I don't know if the exceptions are to the notice of



1 default though. I think it's just to the --

2 Q No problem, Mr. Bloom.

3 A -- to evictions.

4 Q But there's nothing else. You don't have any other  
5 claim. There's nothing else that you have out there that you  
6 can illuminate for me that shows that you're going to be  
7 irreparably harmed by these notices?

8 A Other than a wrongful foreclosure under the  
9 governor's order on a note that you don't own for -- in  
10 violation of the doctrine of merger, in violation of the one  
11 action rule, yeah. You're talking about a wrongful foreclosure  
12 and displacing a family during a global pandemic.

13 Q So, but --

14 A That's irreparable harm.

15 Q But there's no notice -- you even acknowledge there's  
16 no notice of default and election to sell recorded; correct?

17 A Not of which I'm aware. There's a notice of  
18 default --

19 Q And there's -- and there's no starting of the  
20 foreclosure period under the Nevada statutes until the  
21 recording of that notice of default and election to sell;  
22 correct?

23 A Not correct. That's your interpretation.

24 Q Tell me your -- tell me how you know that not to be  
25 correct.

1           A     Your own language in your letters says -- please let  
2 me finish. Your own language in your letters says we are going  
3 to continue the foreclosure process --

4           Q     That's correct.

5           A     -- indicating that you started the foreclosure  
6 process --

7           THE COURT: Mr. Mushkin, let him finish.

8           THE WITNESS: I'm sorry?

9           THE COURT: I asked him to let you finish.

10          THE WITNESS: Oh. Thank you.

11 BY MR. MUSHKIN:

12          Q     So, Mr. --

13          A     So your own language in your letter says that you're  
14 going to continue a foreclosure process, which indicates, which  
15 is an admission that you're starting something if you're  
16 continuing it, and you made the representation more than once.

17          Q     Mr. Bloom, are you aware that NRS requires that  
18 before you can begin a foreclosure you have to give the notice  
19 that was contained in the April 1 letter that included all the  
20 documents you were entitled to, the mortgage relief agencies?  
21 Are you aware that that is a precursor to being able to file  
22 under Nevada statutes?

23          A     My understanding --

24          Q     That's a yes-or-no answer, sir.

25          A     You're asking my understanding.

1 Q Are you aware, yes or no, that that letter is a  
2 precursor to a notice of default and election to sell?

3 A So your first question, my understanding is that it's  
4 a foreclosure start --

5 Q Sir --

6 A -- and your second question, yes.

7 Q Thank you. You don't dispute that the note has  
8 matured; correct?

9 A Which notice? There are several.

10 Q Note. You do not dispute that the note, whether it's  
11 valid or not, matured April -- March 31st of 2020; correct?

12 A The Antos' note matured, and the forbearance  
13 agreement expired.

14 Q Thank you. You don't dispute that your son is an  
15 unlicensed driver?

16 A He has a permit which allows him to drive, and --

17 Q With a licensed driver with him; correct?

18 A -- and with DMV closed, he's eligible for his  
19 license.

20 Q Sir, I just asked you, does he have a driver's  
21 license? Yes or no.

22 A He has a driver's permit.

23 Q Does he have a driver's license? Yes or no?

24 A I don't know if a driver's permit qualifies as a  
25 driver's license, but he has authority to drive by the State.

1 MR. MUSHKIN: Your Honor, would you instruct him to  
2 answer the question?

3 THE COURT: I think he's correct on the issue about  
4 licensing, but that's a different.

5 MR. MUSHKIN: No. I asked him if he had a driver's  
6 license.

7 THE COURT: If you want to ask him if he still has  
8 only an instructional permit, that would be a more accurate  
9 question, Mr. Mushkin.

10 MR. MUSHKIN: Thank you, Your Honor.

11 BY MR. MUSHKIN:

12 Q Mr. Bloom, isn't it true that Shawn Bloom, to this  
13 date has only an instructional permit?

14 A Yes.

15 THE COURT: See, Mr. Mushkin, it can be done.

16 MR. MUSHKIN: Your Honor, I just as soon have you ask  
17 all the questions, to be known.

18 THE COURT: No. I only have one question, and when  
19 it's my turn, I'll ask.

20 MR. MUSHKIN: I only have one more question.

21 BY MR. MUSHKIN:

22 Q Mr. Bloom, one of the obligations contained in the  
23 forbearance agreement was for you to initiate a quiet-title  
24 action. Is that true?

25 A Yes.

1 Q And did you?

2 A It was unnecessary.

3 Q Sir, it's a yes or no question. Did you initiate a  
4 quiet-title action?

5 A No.

6 MR. MUSHKIN: No further questions, Your Honor.

7 THE COURT: All right. Before Mr. Gutierrez asks you  
8 some questions, if you could turn to R for me, R as in rodeo.

9 THE WITNESS: Yes.

10 THE COURT: And when you get there, if you could go  
11 to the document that says 006. And I am sure this document is  
12 in other places, but this is the place I marked.

13 So can you explain to me the circumstances under  
14 which you executed R006.

15 THE WITNESS: Oh, yes. So when the company was first  
16 formed, it was formed with myself, CBC and the Antoses all as  
17 members. At that point, SHAC, at the time of formation did not  
18 have title to the property.

19 CBC, as I mentioned before, wanted to resign its  
20 membership because of the lender liability issues and their  
21 inability to be a lender and a borrower on the same  
22 transaction.

23 I resigned my issues so the Antoses would have a  
24 hundred percent ownership as they transferred the property to a  
25 related entity. I then rejoined through the execution of the

1 operating agreement, which granted me the 51 percent ownership.

2 THE COURT: Okay.

3 THE WITNESS: So it was strictly related to the  
4 transfer of the property to the entity.

5 THE COURT: So it is your position that this  
6 document, R006 was executed before the execution of the  
7 operating agreement?

8 THE WITNESS: Correct.

9 THE COURT: Okay.

10 THE WITNESS: Correct. This was dated August 10th,  
11 and the operating agreement I believe was in September.

12 THE COURT: Hold on. I'm going to Exhibit A where  
13 the operating agreement is.

14 MR. MUSHKIN: That is correct, Your Honor.

15 THE COURT: And the operating agreement starts at A.  
16 It looks like 034. And it looks like it's dated September  
17 30th, 2017.

18 THE WITNESS: Correct.

19 THE COURT: So that's consistent with your  
20 understanding of the circumstances under which that resignation  
21 was executed.

22 THE WITNESS: That's correct.

23 THE COURT: All right. Now, discuss with me your  
24 understanding of the modification to the pledge agreement and  
25 the security instrument that was provided related to the

1 proceeds of the litigation.

2 THE WITNESS: Okay. Initially, there was discussion  
3 of pledging the stock in SHAC as collateral. CBC indicated  
4 that it was not interested in the house but that they wanted  
5 the cash. We believe we were collecting on the judgment. So  
6 we changed it so that the Antoses pledged their stock, and SJC  
7 pledged its interest in cash realized under the judgment under  
8 the security agreement. Some legacy language from the original  
9 draft survived in the pledge agreement, what ultimately became  
10 the Antoses's pledge agreement. But the change that was  
11 effected was SJC was removed as a pledgor.

12 Now, I'm a signatory to that document on behalf of  
13 SHAC which had to authorize the Antoses's ability to transfer  
14 stock, but SJC never signed that agreement to pledge its  
15 shares. That thought was -- that concept was replaced by the  
16 security agreement in the judgment.

17 THE COURT: Okay. And who is it -- it's your  
18 understanding that the only individuals who were pledging their  
19 interest in SHAC were the Antoses?

20 THE WITNESS: Correct.

21 THE COURT: All right. Thank you.

22 Mr. Gutierrez, redirect?

23 MR. GUTIERREZ: Yes. Briefly, Your Honor.

24 MR. MUSHKIN: Oh, Your Honor. I apologize.

25 THE COURT: You get to go after him.

1 MR. MUSHKIN: Okay. But I --

2 THE COURT: You'll have another chance.

3 MR. MUSHKIN: Sorry.

4 THE COURT: I will ask for recross.

5 Did you put your mask on?

6 MR. MUSHKIN: Wait a minute.

7 THE COURT: I don't want Mr. Gutierrez to have to  
8 touch your mask. That's one of the things that people aren't  
9 supposed to do is touch other people's masks.

10 MR. MUSHKIN: He doesn't have to. I have it right  
11 here.

12 THE COURT: All right. Thank you.

13 REDIRECT EXAMINATION

14 BY MR. GUTIERREZ:

15 Q Mr. Bloom, did CBC ever tell you that it sold its  
16 note on April 1st, 2020?

17 A No.

18 Q How did you learn that CBC sold its note?

19 A There's an April 10th communication from  
20 Mr. Mushkin where he indicated that they had sold it a couple  
21 days prior.

22 Q Okay. And if you can go to Exhibit H, Mr. Bloom, the  
23 April 1st letter from Mr. Mushkin's office. Do you have that  
24 in front of you?

25 A I do.



1           Q     Is it your understanding that this letter was the  
2 start of the foreclosure process?

3           A     This is a notice of default, which is a foreclosure  
4 start.

5           Q     And if you can go to page 3 or H003. Do you see the  
6 citation to the Federal Servicemembers Civil Release Act?

7           A     I do.

8           Q     Have you seen that before in other foreclosure  
9 documents?

10          A     Yes. That's statutory language in a foreclosure  
11 start.

12          Q     And if we could go to Exhibit M as in Mary. It's an  
13 April 3rd, 2020, notice to vacate. Is it your understanding  
14 that this letter was requesting SJC to vacate the premises at  
15 the Spanish Heights property?

16          A     Yes. That's an eviction start. That's followed by  
17 an unlawful detainer.

18          Q     And you've read the governor's directive; correct?

19          A     Yes. It specifically calls out notices to vacate as  
20 being precluded.

21          Q     Okay. And this notice to vacate was submitted on  
22 behalf of CBC after they reportedly sold their note; correct?

23          A     I don't think so. I think they sold the note on the  
24 8th or 9th.

25          Q     Okay.

1           A     I think it was after -- it was after they took the  
2 Antoses's stock, extinguishing their own note. They took the  
3 stock in lieu of note.

4           Q     Okay.

5           A     But then a week later they sold the note around April  
6 8th I think.

7           Q     So do you see any documents reflecting any part of  
8 the sale from CBC to any party on their note?

9           A     The only thing I've seen is the April 10th  
10 representation from Mr. Mushkin. I asked him who they sold it  
11 to and how much they sold it for. They told me it was none of  
12 my business.

13          Q     Okay. If you can go to Exhibit X. This is the April  
14 8th, 2020, letter from Mr. Mushkin. Is it your understanding  
15 that this letter was --

16               THE COURT: Was X admitted?

17               MR. MUSHKIN: Yes, Your Honor.

18               MR. GUTIERREZ: Yes.

19               THE COURT: Okay. I didn't check it off. Thank you.  
20 Sorry.

21 BY MR. GUTIERREZ:

22          Q     Do you have that in front of you, Mr. Bloom?

23          A     I do.

24          Q     Okay. Is it your understanding that this letter on  
25 April 8th, 2020, was that the foreclosure process would

1 continue?

2 A This is one of several representations that the  
3 foreclosure process would continue. Yes.

4 Q Okay. Mr. Bloom, you were asked about irreparable  
5 harm. Do you own any other houses or have any other properties  
6 that you could immediately move into if you were evicted?

7 A I do not.

8 Q Do you have a genuine concern about the health and  
9 safety of your family if they were evicted in the middle of a  
10 global pandemic?

11 A I do. My wife has health issues that this would be  
12 problematic with.

13 Q Now, Mr. Bloom, you were asked about collection on  
14 the nonjudgment, and you mentioned something about a copper  
15 isotope. Can you explain what that is or what your  
16 understanding of what that is.

17 A Yeah. Through discovery, we found a precious metal  
18 commodity. Under seal with the federal courts, the bankruptcy  
19 judge instructed the U.S. marshals to seize it and turn it over  
20 to us. We went with the U.S. marshals into a warehouse where  
21 the U.S. marshals took possession and turned it over to us. We  
22 have documents that evaluate it at I think is \$3,164 a gram.  
23 We have 272,000 grams, which was valued I think at  
24 \$861 million.

25 Q Have you been in discussions with the parties about

1 potentially selling the copper?

2 A We have about a half a dozen parties we're discussing  
3 that with.

4 Q Okay. And are you still actively pursuing collection  
5 proceedings under that judgment?

6 A We are. There's still a remaining balance of  
7 \$1.3 billion, plus, depending on what we can get for the  
8 copper.

9 Q And that judgment has been found to be  
10 nondischargeable under bankruptcy; is that correct?

11 A It has.

12 Q Now, Mr. Bloom, you were asked a series of questions  
13 regarding your son, Shawn Bloom. And also about the health and  
14 safety of the property. At any point were the police ever  
15 called to the Spanish Heights property? And if so, what was  
16 the result?

17 A Yes. Security there, it's my understanding that  
18 they've been directed to target our house and its residents  
19 specifically, drive-by on a regular basis and to find  
20 violations. They've called Metro a half-dozen times  
21 approximately. Every time, Metro has left with no incident  
22 stating that there was no cause for the call.

23 MR. GUTIERREZ: Okay. Thank you, Your Honor. No  
24 further questions.

25 THE COURT: Any recross?

RECROSS-EXAMINATION

BY MR. MUSHKIN:

Q Mr. Bloom, we've talked about that lien that was filed against the -- by the HOA. That lien covers more than just 4th of July, doesn't it, Mr. Bloom?

A It does.

Q In fact, there were claims of fireworks on your property on July 3rd; isn't that correct?

A Unsubstantiated, yes.

Q And there were -- well, we're going to have another witness testify that happens to be living next door, and he saw it.

A I'm sure he will.

Q Okay. And so on the 4th, there were fireworks as Mr. -- at Mr. Rhodes' residence. We believe at your residence as well, but there were also fireworks on the July 5th at your residence, weren't there?

A There were not.

Q And there were fireworks on July 6th at your residence, weren't there?

A There were not.

Q And then there was a party on September 21st, wasn't there?

A Correct.

Q And the flamethrower showed up again, didn't it?

1 A Not at my house.

2 Q It was right across the street from your house,  
3 wasn't it?

4 A It was right across the street from your witness's  
5 house.

6 Q And right across the street -- and your guests at  
7 your party came out and watched the flamethrower on September  
8 21st, didn't they?

9 A Mr. Rhodes brought that flamethrower to my house and  
10 wanted to shoot it off there. I told him no, I wasn't going to  
11 allow it on my property. He's a resident of the community,  
12 he's an adult who owns it, and he took it to a vacant property  
13 to do that. It wasn't at my direction. I have no control over  
14 another resident.

15 Q And it was for the benefit of the guests at your  
16 party who watched the flamethrower, didn't they, sir?

17 A Not under my direction. Not for my benefit, not for  
18 my guests' benefit.

19 MR. MUSHKIN: No further questions, Your Honor.

20 THE COURT: Mr. Gutierrez, anything else?

21 MR. MUSHKIN: No further questions, Your Honor.

22 THE COURT: Thank you, sir. You can step down.  
23 Your next witness --

24 MR. MUSHKIN: Mr. Hallberg --

25 THE COURT: Wait. I get to go to Mr. Gutierrez. He

1 gets to answer the question.

2 MR. GUTIERREZ: Your Honor, we'll call Mr. Hallberg  
3 in our case.

4 THE COURT: Okay.

5 MR. MUSHKIN: Well, I -- they told me they only had  
6 one witness.

7 THE COURT: Sir, if you'd raise your right hand,  
8 please. Have you agreed to be sworn over our video line since  
9 you've been participating here all day?

10 THE WITNESS: Yes.

11 THE COURT: All right. Dulce, if you would swear him  
12 in, please.

13 **ALAN HALLBERG**

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

16 THE CLERK: Thank you. Please state and spell your  
17 name for the record.

18 THE WITNESS: Alan, A-l-a-n. Hallberg,  
19 H-a-l-l-b-e-r-g.

20 THE COURT: Thank you, sir.

21 Mr. Gutierrez, you may proceed.

22 MR. GUTIERREZ: Thank you, Judge.

23 DIRECT EXAMINATION

24 BY MR. GUTIERREZ:

25 Q Good afternoon, Mr. Hallberg. What is your

1 relationship to defendant and CBC Partners?

2 A I am the chief credit officer.

3 Q And where is CBC Partners domiciled?

4 A Kirkland, Washington.

5 Q Is CBC Partners licensed to do business in Nevada?

6 A No.

7 Q I'm sorry. It's a no?

8 A No.

9 Q Okay. Is CBC Partners doing any business in Nevada?

10 A It's only through the origination of a loan to what  
11 was called PRBI, Pacific brands -- Pacific Restaurant Brands.  
12 And that was a restaurant domiciled in Nevada.

13 Q Mr. Hallberg, at some point, CBC Partners sold its  
14 note in this transaction; correct?

15 A Yes.

16 Q When was that?

17 A The first couple days of April.

18 Q What exact date did you sell the note?

19 A I believe it was effective on the 1st.

20 Q The note was sold on April 1st, 2020; is that your  
21 testimony?

22 A I say I believe it was sold. I don't have it in  
23 front of me. I believe it was sold on April 1st.

24 Q Well, what document would you look to to refresh your  
25 memory as to when exactly it was sold?



1 A Purchase and sale agreement.

2 Q Who is the purchase and sale agreement to and from?

3 A It's with -- it's the address LLC. I think it's 5248  
4 LLC.

5 Q Would that be 5148 Spanish Heights LLC?

6 A Yes. Yes. 5148.

7 Q How much did you sell the note for?

8 MR. MUSHKIN: Objection, Your Honor.

9 THE COURT: Overruled.

10 MR. MUSHKIN: Relevance and privilege.

11 THE COURT: Overruled.

12 BY MR. GUTIERREZ:

13 Q You can answer.

14 A I don't have it in front of me. It was I believe in  
15 the 3.3 to 3.4 million range.

16 Q So CBC was paid between 3.3 to 3.4 million for its  
17 note?

18 A Yes.

19 Q And CBC has accepted that money; correct?

20 A Yes.

21 Q And when was that money paid?

22 A The 1st week of April.

23 Q Okay. Then why is CBC still attempting to foreclose  
24 under its note?

25 A I'm not.

1 MR. MUSHKIN: Objection, Your Honor. Assumes facts  
2 not in evidence.

3 THE COURT: Overruled.

4 You can answer.

5 THE WITNESS: (No audible response.)

6 THE COURT: You can answer, sir.

7 THE WITNESS: I said I'm not.

8 THE COURT: Oh. Thank you.

9 MR. GUTIERREZ: Okay.

10 BY MR. GUTIERREZ:

11 Q So it's your testimony that CBC is not attempting to  
12 foreclose at all under its note; correct?

13 A Correct.

14 Q And that's because CBC does not have note or own the  
15 no anymore; isn't that true?

16 A We sold the note in early April.

17 Q Okay. And CBC is also not trying to evict SJC  
18 because -- from the premises; correct?

19 A Correct.

20 Q Okay. So CBC is also not attempting to utilize the  
21 exceptions in the governor's directive as a basis to continue  
22 foreclosure or eviction; correct?

23 A Correct.

24 Q Okay. Now, who purchased the note?

25 THE COURT: He already told you that.

1 MR. GUTIERREZ: Oh, I'm sorry.

2 THE COURT: That's asked and answered.

3 MR. GUTIERREZ: Who -- how are you --

4 MR. MUSHKIN: Thank you, Your Honor, for the  
5 objection.

6 BY MR. GUTIERREZ:

7 Q How were you introduced to 5148 Spanish Heights LLC?

8 A Through Ken Antos.

9 Q Okay.

10 A He was the original guarantor on the deal.

11 Q And who is the -- who is the owner of 5148 Spanish  
12 Heights LLC?

13 A I don't know. Mr. Mushkin is representing the  
14 ownership of that LLC.

15 Q And, Mr. Hallberg, do you have the exhibits in front  
16 of you?

17 A Some of them.

18 Q And do you have the -- you have Exhibit A in front of  
19 you? I just want to turn your attention to the Antos pledge  
20 agreement on A, Exhibit A, page 81.

21 THE COURT: Let us know when you found that, sir.

22 THE WITNESS: Okay.

23 BY MR. GUTIERREZ:

24 Q Do you have that in front of you?

25 A Yes.

1 Q Okay. And page 88 under this exhibit do you have  
2 that in front of you?

3 A Yes.

4 Q Now, isn't it true that SJC Ventures is not a pledgor  
5 under this contract?

6 A They're not on page 88.

7 Q Okay. Do you have a signature line under this pledge  
8 agreement for where SJC signed to pledge their interest?

9 A I have the acknowledgment of Spanish Heights, but not  
10 SJVC.

11 Q And CBC Partners signed the security agreement on  
12 Exhibit A, page 93; correct?

13 A Page 92, yes. Well, which page? The page 99  
14 security agreement, yes.

15 Q Okay. Is CBC -- are you contending that CBC is a --  
16 has an ownership interest in SHAC as of today, or was that sold  
17 as part of the note?

18 A That -- all of our rights were sold with the note.

19 Q Okay. So all the rights that CBC had under this,  
20 under these agreements have all been sold to another party at  
21 5148 Spanish Heights LLC; correct?

22 A Yes.

23 Q And you don't know who that person is who owns that  
24 company; correct?

25 A Correct. I know they're represented by Mr. Mushkin.

1 MR. GUTIERREZ: Give me one second, Your Honor.

2 BY MR. GUTIERREZ:

3 Q Mr. Hallberg, why is CBC here objecting to the  
4 preliminary injunction that's being requested by SHAC and SJC?

5 A I -- I just -- I don't see the need for it. We're  
6 actually out of the deal at this point. From our perspective,  
7 the forbearance agreement matured. There was no payment made.  
8 We had an offer to buy the note, and we sold it.

9 Q That goes back to my question: Why is CBC objecting  
10 to the injunction if it has no note?

11 A I don't know.

12 MR. GUTIERREZ: Pass the witness, Your Honor.

13 THE COURT: Thank you. Mr. Mushkin, you may examine  
14 as your direct, if you'd like.

15 MR. MUSHKIN: Thank you, Your Honor.

16 CROSS-EXAMINATION

17 BY MR. MUSHKIN:

18 Q Mr. Hallberg, will you state your name and address  
19 for the record.

20 A Alan Hallberg, 19367, 132nd Street Southeast, Monroe,  
21 Washington.

22 Q You've been listening all morning; is that fair?

23 A Yes.

24 Q And you heard Mr. Bloom testify?

25 A Yes.

1 Q Do you believe that Mr. Bloom testified truthfully?

2 A No.

3 Q Say that again?

4 A No.

5 Q Let's go through, see if we can unwind some of this.

6 Give us a little bit of your educational background, please.

7 A A bachelor of science, finance concentration,  
8 Georgetown University.

9 Q And you are the chief financial officer of CBC  
10 Partners; correct?

11 A Chief credit officer; correct.

12 Q Sorry. Chief credit officer. I apologize. CBC  
13 Partners is, if you will, the management entity for CBC; is  
14 that fair?

15 A Yes. CBC Partners is the general partnership that  
16 manages the fund which is CBC Partners 1.

17 Q Thank you. And you had discussions with Mr. Bloom in  
18 September, on or about September 17th of -- strike that -- on  
19 or about September of 2017 regarding the pledge agreement; is  
20 that correct?

21 A Yes.

22 Q And is it your understanding that the intent of the  
23 pledge agreement was to pledge 100 percent of the units of  
24 Spanish Heights Acquisition Company?

25 A Yes.

1 Q And did you have any specific discussions with  
2 Mr. Bloom regarding that pledge agreement?

3 A Yes. The --

4 Q What did --

5 A -- we discussed it predraft, and the understanding  
6 was, look, if this doesn't work out, which he had doubted that  
7 it would even lead to this because he indicated that the  
8 judgment claim would be paid very quickly. He said, look, if  
9 it turns out that the agreement matures, all you have to do is  
10 enforce your rights under the pledge, and you own SHAC.

11 Q He specifically said that to you in '17? 2017?

12 A Yes.

13 Q I mean, in -- yes, in 2017.

14 A Yes.

15 Q Now, did you have subsequent discussions with  
16 Mr. Bloom beginning in February of 2020?

17 A Yes, starting January, February, yes.

18 Q And tell me the nature of those discussions.

19 A I asked for updates on liquidity. It did not look  
20 like anything was going to happen prior to the maturity date in  
21 March, the end of March. I indicated that it would be tough  
22 for us to extend beyond March 31. I did not have any support  
23 in credit committee.

24 Q And what did Mr. Bloom start to say to you at that  
25 point?

1           A     He -- he asked me, well, what option do I have? I  
2     said, well, I can sell the note, and he indicated, well, you'll  
3     get nothing for it. And he also indicated he could just simply  
4     declare bankruptcy. And it would be better to work with him  
5     and just extend it because he thought that liquidity would be  
6     coming in by June.

7           Q     And he wanted -- did he give you a specific date for  
8     this liquidity event?

9           A     I don't know off the top of my head, but, yes, it was  
10    sometime in June, and it had to do with either the sale of tax  
11    credits related to a bit coin mining operation on the Nevada  
12    Arizona border and also a public offering, which is connected  
13    to that operation, which was supposed to have been floated on  
14    the London exchange.

15          Q     And did any of that come true to your knowledge?

16          A     No.

17          Q     Did you ever receive evidence of a hundred thousand  
18    dollars in repairs as required by the agreements?

19          A     It was all verbal. I did not see any of the  
20    paperwork.

21          Q     He never provided you anything?

22          A     No.

23          Q     Did you request it?

24          A     At times I'd ask him to send invoices. I did not get  
25    any.



1 Q Did you ever receive any of the property taxes due on  
2 the property?

3 A No.

4 Q Did you ever receive the letter from his counsel  
5 regarding the judgment collection process?

6 A No.

7 Q Did you instruct my office as a part of the closing  
8 on the note to make the payments that were due for the months  
9 leading up to the March 31st deadline of the forbearance  
10 agreement?

11 A Yes.

12 Q And I can represent to you that we've admitted into  
13 evidence some checks that were issued from my trust account.  
14 Were those in fact directed to be issued by you?

15 A Yes.

16 Q To the best of your knowledge, all obligations of CBC  
17 I have been met pursuant to the forbearance agreement?

18 A Yes.

19 Q You've seen the Bloom declaration in this matter; is  
20 that correct?

21 A Yes.

22 Q Do you believe that his declaration was honest and  
23 truthful?

24 A No.

25 Q So you've heard his testimony about there's this

1 change in the documents that somehow he was not pledging SHAC,  
2 and he was putting up the judgment. Did you hear that  
3 testimony?

4 A Yes, I did.

5 Q Was that truthful testimony?

6 A No.

7 Q In fact, it was always planned to have both the  
8 pledge agreement and the security agreement; correct?

9 A Yes. They're apples and oranges from a lender's  
10 perspective.

11 Q And, in fact, they were executed the same day,  
12 weren't they?

13 A Yes.

14 Q September 27th?

15 A [No audible response.]

16 Q So --

17 A Yes.

18 Q So do you -- is there any truth whatsoever to this  
19 notion that a hundred percent of the units of SHAC were not  
20 pledged? It's your understanding that they were pledged; is  
21 that correct?

22 A Yes, it is.

23 MR. MUSHKIN: Sorry for that terrible question,  
24 Judge.

25 / / /

1 BY MR. MUSHKIN:

2 Q Now, I want to real quickly go over the documents  
3 that were entered into that illuminate this point, and I'm  
4 going to go backwards. So let's take a look at the amendment  
5 to the forbearance agreement dated the 1st day of December  
6 2019, which is Exhibit C. Do you see that?

7 A I'm getting there. Yes.

8 Q On 001, at the end of the very first paragraph, it  
9 says that SJC Ventures LLC is a part collectively of the  
10 parties; correct?

11 A Correct.

12 Q And it says at paragraph 9 on C003 that the  
13 membership pledge agreement executed by SJCVC and the Antos  
14 Trust will remain in effect; correct?

15 A Correct.

16 Q Now, you've heard Mr. Bloom say that SJCVC didn't  
17 execute the pledge agreement; right?

18 A Yes, I heard that.

19 Q You don't believe that to be true, do you?

20 A No.

21 Q You just think that they put the wrong title on that  
22 signature; right?

23 A That is correct.

24 Q And the pledge agreement specifically recites that  
25 SJCVC is pledging its stock; correct?

1 A Yes.

2 Q I'd like to direct your attention to C006,  
3 paragraph 19.

4 A Okay.

5 Q And that paragraph says the Antos parties and the  
6 SJCVC parties represent they continue to acknowledge they  
7 continue to pledge their stock in SHAC. Do you see that?

8 A Yes.

9 Q And you understood that to be true?

10 A Yes.

11 Q And you relied upon that?

12 A Absolutely.

13 Q Okay. Now, let's take a look at C007, paragraph  
14 B1 in bold print: Options to extend have terminated. Do you  
15 see that?

16 A Yes.

17 Q Was it your understanding that the lease was  
18 extended, the consent that you had given, only to March 31st  
19 of 2020?

20 A Yes.

21 Q And that the -- all other extensions had been  
22 terminated, as stated in bold print?

23 A Yes. My -- to be clear, my understanding was they  
24 were extended. My expectation was he would not have the  
25 liquidity that was required on the maturity date, which would

1 then lead to the extermination of the leases.

2 Q Thank you.

3 A To be clear.

4 Q And that right to terminate appears -- well, before  
5 we get there, on page 9, you recognize that SJC Ventures has  
6 signed this document; is that correct?

7 A Yes.

8 Q And you relied upon their representation that their  
9 stock was pledged; correct?

10 A Yes, I did.

11 Q Mr. Hallberg, you've seen the answer and counterclaim  
12 in this case where 5148 now takes on a position in this case;  
13 is that correct?

14 A Yes.

15 Q And they are successor in interest to CBC 1 as the  
16 note; is that correct?

17 A Yes.

18 Q And the assignment of interest of SHAC in fact went  
19 to CBC Partners, not CBC I, and Mr. Otter is the managing  
20 member of CBC Partners; correct?

21 A Yes.

22 Q And it is his intention to assign those rights to  
23 whomever he is directed to by 5148; is that correct?

24 A That's correct.

25 Q But as of today, Mr. Otter, on behalf of CBC Partners

1 is the holder of the Antos interest in SHAC; is that correct?

2 A Yes.

3 Q One last question: The group of documents that  
4 represent the closing package in the main are in Exhibit 1.  
5 And I just want to go through these again, not individually but  
6 collectively. These documents were collectively delivered at  
7 the closing; correct?

8 A Yes.

9 Q So there was always intended to be a pledge agreement  
10 for a hundred percent of the units of SHAC; is that true?

11 A Yes.

12 Q And there was always intended to be a security  
13 agreement in Mr. Bloom's judgment as additional collateral for  
14 performance under the forbearance agreement; is that correct?

15 A Yes. From -- and to clarify, from a lender's  
16 perspective, the assignment of the judgment was to help repay  
17 the obligation. The pledge agreement was a remedy in case the  
18 first part did not come through. So those two work together,  
19 but they're apples and oranges.

20 Q And the testimony that Mr. Bloom gave was not  
21 truthful, was it?

22 A That's my belief, yes.

23 MR. GUTIERREZ: Thank you, Your Honor. No further  
24 questions.

25 THE COURT: Any redirect, Mr. Gutierrez?

REDIRECT EXAMINATION

BY MR. GUTIERREZ:

Q Mr. Hallberg, you stated that 5148 Spanish Heights LLC is a party to this case. Is that what you said?

A Yes, that's my belief.

Q Did they file a motion to intervene at any point on this case?

A Sir, I don't know. You're asking me a legal question. I'm here to talk about CBC's position up until the point we sold the note.

Q Well, is CBC a related entity to 5148 Spanish Heights?

A No.

Q Okay. And the lawsuit initially was between SJC Ventures and SHAC versus CBC Partners; correct?

A To my knowledge, yes.

Q Okay. Now, you sold the note on April 1st, 2020. Why is it that your counsel on April 3rd, 2020, in Exhibit N is still sending letters out on behalf of CBC to vacate the property for SJC?

A I don't know.

Q Turn to Exhibit N. You've seen this letter on Exhibit N; correct?

A Okay. I see the exhibit.

Q And you authorized your counsel to send this letter

1 out; correct?

2 A We did not talk about the letter before it went out.

3 Q Okay. So you didn't authorize this letter to be sent  
4 out on behalf of CBC Partners; is that what your testimony is?

5 A I did not authorize every letter. I'm not saying  
6 it's not correct. I was allowing the attorney to work on our  
7 behalf.

8 Q Go to Exhibit X.

9 A Right. Hold on.

10 I'm sorry. I'm not seeing Exhibit X. Can you  
11 describe it to me.

12 Q It's an April 8th, 2020, letter from Mr. Mushkin to  
13 my office that is stating that the default notice will not be  
14 withdrawn, and the foreclosure process will continue. My  
15 question to you is why was default notices still being sent on  
16 behalf of CBC if it sold the note the week before?

17 A I don't know. You know, I don't know.

18 Q Did you authorize this letter to go out?

19 A Not specifically, no.

20 Q Let's go to Exhibit C as in cat, page 7. Okay. And  
21 on Section B1, the last sentence of this paragraph says:

22 The parties acknowledge that the  
23 conditions to which CJCVC options were subject  
24 have been satisfied and that the SJCVC options  
25 have been exercised.



1 Do you see that?

2 A Yes.

3 Q And you've signed off on behalf of CBC for this  
4 agreement; correct?

5 A My partner did, John Otter.

6 Q Okay. And why would you sign off on this agreement  
7 if you believed that there was a breach for not funding the  
8 security agreement?

9 MR. MUSHKIN: Objection to the form of the --

10 THE WITNESS: We were --

11 THE COURT: Overruled.

12 MR. MUSHKIN: I don't understand the question, Judge.  
13 Vague and ambiguous.

14 THE COURT: Overruled.

15 You can answer.

16 THE WITNESS: Well, we were working with Mr. Bloom as  
17 much as we possibly could because we were under the impression  
18 that he was within a few weeks of liquidity. Again, we were  
19 giving as much as we could to be cooperative, and then here we  
20 are.

21 Q But again you've agreed to all the terms in the  
22 forbearance agreement that you signed off on; correct?

23 A Yes.

24 Q Okay. And at no point did you ever notify Mr. Bloom  
25 in writing that failure to fund the security agreement, the

1 150,000, was a breach; correct?

2 A Correct.

3 MR. MUSHKIN: Oh, Your Honor, I have to object. I'll  
4 straighten it out.

5 THE COURT: Would you straighten it out now on your  
6 redirect, your recross.

7 RECROSS-EXAMINATION

8 BY MR. MUSHKIN:

9 Q Mr. Hallberg, he kept saying security agreement.  
10 That's not correct, is it? He meant reserve account, didn't  
11 he?

12 A That was -- yes. I was understanding him to mean the  
13 reserve account.

14 MR. MUSHKIN: That's all.

15 THE COURT: Anything else?

16 MR. GUTIERREZ: Thank you. That's it.

17 MR. MUSHKIN: Just real quickly.

18 THE COURT: Okay.

19 BY MR. MUSHKIN:

20 Q On B1, it says at the top, Option to extend if  
21 terminated; correct?

22 A Yes.

23 Q And you understood that to mean that the lease had --  
24 the additional two years had been terminated; correct?

25 A To be clear, my understanding was they are in place.

1 My expectation regarding the leases, that those would be  
2 terminated because I knew he did not have the ability to pay  
3 what was owed on the maturity date.

4 Q And that's why it says "terminated" right there at  
5 the top; right?

6 A Yes.

7 MR. MUSHKIN: I have nothing further, Your Honor.

8 THE COURT: Thank you, sir. We appreciate your time  
9 and your patience with us.

10 Mr. Gutierrez, do you have any additional evidence to  
11 offer for purposes of this hearing?

12 MR. GUTIERREZ: No, Your Honor.

13 THE COURT: Do you rest for purposes of this hearing?

14 MR. GUTIERREZ: For purposes of this hearing, no.

15 THE COURT: This one.

16 Mr. Mushkin, do you have any additional evidence you  
17 would like to present for purposes of this hearing?

18 MR. MUSHKIN: I do, Your Honor, but I would first ask  
19 for a directed verdict. They have not established irreparable  
20 harm, nor a likelihood of success on the merits. We shouldn't  
21 have to go any further.

22 THE COURT: Mr. Gutierrez. Would you like to  
23 respond?

24 MR. GUTIERREZ: Absolutely. I don't even know why  
25 we're here. They're admitting that they had no basis to oppose

1 any preliminary injunction, no standing. So on our position,  
2 we would say directed verdict should be entered on our behalf.

3 THE COURT: All right.

4 MR. GUTIERREZ: Because there's no standing, and  
5 there's been admission by Mr. Hallberg that he has no standing,  
6 no damages, and he's not even contesting the injunction. He  
7 doesn't know why we're here.

8 THE COURT: Okay. We have a real property at issue  
9 for which irreparable harm is typically presumed, and we do  
10 have notices of breach which have been served, and a notice of  
11 vacate which arguably appear to violate the governor's  
12 directive 008. So the motion is denied.

13 Did you have any additional evidence you would like  
14 to present?

15 MR. MUSHKIN: I do, Your Honor.

16 THE COURT: Okay.

17 MR. MUSHKIN: I would like to now call Mr. Ken Antos.

18 THE COURT: All right.

19 MR. MUSHKIN: Very briefly.

20 THE COURT: How do I call him?

21 MR. MUSHKIN: He will be contacted, and he will hook  
22 into the Blue -- blue --

23 THE COURT: BlueJeans.

24 MR. MUSHKIN: BlueJeans. I want to say bluebird all  
25 the time.

1 THE COURT: So can we let this gentleman who's been  
2 very patient with us all day sign off?

3 MR. MUSHKIN: Yes.

4 Thank you very much, Mr. Hallberg.

5 THE COURT: Have a nice day, sir. Remain well.

6 MR. HALLBERG: Thank you. You as well, Your Honor.

7 (Pause in the proceedings.)

8 THE COURT: Are you calling?

9 MR. MUSHKIN: Yes.

10 (Pause in the proceedings.)

11 THE COURT: Good afternoon, sir. How are you today?

12 THE WITNESS: Yes. Very well. Thank you. Yourself?

13 THE COURT: Very well. It's my understanding you've  
14 consented to be on our video line and to be sworn under oath by  
15 my court clerk over the video?

16 THE WITNESS: Yes, ma'am.

17 THE COURT: If you'd raise your right hand, please.

18 **DAVID HODGMAN**

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

21 THE CLERK: Thank you. Please state and spell your  
22 name for the record.

23 THE WITNESS: My name is David Hodgman,  
24 H-o-d-g-m-a-n.

25 THE CLERK: Thank you.

1 THE COURT: Thank you, sir.

2 Mr. Mushkin, you may continue.

3 DIRECT EXAMINATION

4 BY MR. MUSHKIN:

5 Q Mr. Hodgman, are you a resident in Spanish Hills?

6 A Yes, sir.

7 Q And do you live next door to Mr. Bloom?

8 A Yes, sir.

9 Q You've signed a declaration in this matter; is that  
10 correct?

11 A Yes, sir.

12 Q And that declaration says that on July 3rd, 4th,  
13 5th and 6th I observed fireworks at 5148 Spanish Heights Drive.  
14 Is that an accurate statement?

15 A Yes, sir.

16 Q And 5148 Spanish Heights Drive is the house that  
17 Mr. Bloom lives in; correct?

18 A I believe so, yes.

19 Q And on September 21st, 2019, there was another  
20 party held at that house; is that correct?

21 A I believe that was the date -- most of those dates  
22 are on the videos that I rendered. Or I believe that was the  
23 date.

24 Q And, in fact, there was a party at that date, and the  
25 flamethrower was again used on that date for the enjoyment of

1 Mr. Bloom's guests; is that correct?

2 A I thought it was some sort of a bomb explosion, but  
3 they stated that it was a flamethrower. I'm not certain  
4 exactly what it was, but the ball of fire was about 40, 50 feet  
5 in diameter.

6 Q Thank you. And have you on numerous occasions  
7 observed Shawn Bloom driving at a high rate of speed within the  
8 neighborhood?

9 A Yes, sir.

10 Q And have you ever seen him accompanied by another  
11 driver when he was doing such driving?

12 A Well, I didn't -- I couldn't see. Like the windows  
13 are tinted, but I could tell you that when they park -- when he  
14 parked, he got out of the car himself. But generally speaking,  
15 once in a while I've seen him with other people, but generally  
16 probably 90 to 99 percent of the time he was driving alone.

17 MR. MUSHKIN: No further questions, Your Honor.

18 THE COURT: Thank you.

19 Cross-examination.

20 Mr. Mushkin, you've got to take your mask. Other  
21 people can't touch your mask.

22 Sorry, sir. We had a slight delay.

23 Mr. Gutierrez, cross-examination.

24 MR. GUTIERREZ: Thank you. Thank you, Your Honor.

25 / / /

CROSS-EXAMINATION

BY MR. GUTIERREZ:

Q Mr. Hodgman, you said you saw Shawn Bloom driving at a high rate of speed. What is a high rate of speed?

A Well, basically in the community there's a 20-mile an hour limit, and you can tell when people are going 20 miles an hour if you drive around the community. And there are numerous occasions when he's been going at least double that or more. He almost hit a couple of people. That's why he was called to a hearing with the board.

Q Are you on the board for the Spanish Hills HOA?

A I am now. I didn't used to be, but I am currently, yes.

Q Okay. And you talked about a flamethrower. You said it sounded like a bomb explosion. Where was that flamethrower ignited at?

A Well, the first time I saw the explosion or the ball of fire that was 50 or 40, 50 feet in diameter was on the 4th of July. That particular firework incident was not from the Bloom residence. That ball of fire came from the Rhodes residence. They had the party together. There was a couple, 300 people that were walking back and forth between their two residences. Those are all on those security cameras. And the ball of fire on the 4th was then.

The second time that I saw it was across the street



1 from my house. It actually lit up the entire neighborhood, and  
2 the ball of fire was about, like I said, about 50 feet. I  
3 could feel the heat from a couple hundred feet away.

4 And they told me later that it was a flamethrower. I  
5 thought it was some sort of an explosion.

6 Q Did you see who was using the flamethrower?

7 A No, I did not.

8 Q Okay. So your testimony is that the first time you  
9 saw this go off it was at the Rhodes residence; correct?

10 A That's correct. They've had the party together, the  
11 Rhodes and the Blooms. People were going back and forth  
12 between the residences, and the ball of fire from this bomb  
13 flamethrower was at the Rhodes residence and just other  
14 fireworks were going off from the Bloom residence.

15 Q And then the other time you saw this ball of fire, it  
16 was across the street in a vacant lot; correct?

17 A When I saw it the second time, I was in my office,  
18 which is in a separate house from my main house, and it lit up  
19 my whole yard. And I went outside to see what was going on. I  
20 thought it was some sort of a fire or explosion because I heard  
21 the noise, and I saw the ball of fire which was across the  
22 street.

23 And, yes, it's a vacant lot, but it was like about  
24 20 feet from a brand-new house that's under construction, wood  
25 construction, maybe 20, 30 feet from that. And I went to my

1 video cameras, and then I saw the whole thing lit up the whole  
2 entire neighborhood, and I could see the ball of fire with the  
3 size and everything.

4 Q And it --

5 A It lasted --

6 Q I'm sorry. Go ahead.

7 A I think it exploded or went off about five or six  
8 times. But it is on video, and they do have that on video.

9 Q Sorry to interrupt. And again, Mr. Hodgman, you  
10 never saw who was operating that flamethrower; correct?

11 A No, sir.

12 Q Thank you.

13 A One of the 300 people.

14 THE COURT: Any more, Mr. Gutierrez?

15 MR. GUTIERREZ: No further questions, Your Honor.

16 THE COURT: Mr. Mushkin, anything further?

17 MR. MUSHKIN: Nothing further, Your Honor.

18 THE COURT: Sir, thank you very much for your  
19 patience with us today. Have a very nice afternoon. Be well.

20 THE WITNESS: Thank you, ma'am. You too.

21 THE COURT: Next witness.

22 MR. MUSHKIN: Can we get Mr. Antos on the phone?

23 THE COURT: I don't know. Can you?

24 MR. MUSHKIN: I mean on the --

25 Is he on the cue?

1 THE WITNESS: Hello.

2 THE COURT: Mr. Antos?

3 THE WITNESS: Yes.

4 THE COURT: Can you see us?

5 THE WITNESS: No. I don't have visual, but I have  
6 voice.

7 THE COURT: All right. Is everyone okay with  
8 proceeding just with the voice?

9 MR. GUTIERREZ: Yes, Your Honor.

10 MR. MUSHKIN: I am.

11 THE COURT: All right. So, sir, it's my  
12 understanding you've agreed to be sworn over our telephone  
13 line; is that correct?

14 THE WITNESS: Yes.

15 THE COURT: Would you please raise your right hand.  
16 All right.

17 THE WITNESS: It is raised.

18 **KENNETH M. ANTOS**

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

21 MR. MUSHKIN: Mr. Antos --

22 THE CLERK: Please state and spell --

23 MR. MUSHKIN: I'm sorry.

24 THE CLERK: Please state and spell your name for the  
25 record.

1 THE WITNESS: My name is Kenneth M. Antos.

2 THE COURT: All right. Mr. Mushkin, you may proceed.

3 DIRECT EXAMINATION

4 BY MR. MUSHKIN:

5 Q Mr. Antos, do you live in Spanish Hills?

6 A Yes, I do.

7 Q And were you the original party to the promissory  
8 note with CBC -- CBC I?

9 A Yes.

10 Q And are you a party to the forbearance agreements?

11 A Yes, but not the amendment.

12 Q And --

13 A I did not sign the amendment.

14 Q Was it your understanding that a hundred percent of  
15 the interest of SHAC was pledged as performance under the  
16 forbearance agreement?

17 A Yes.

18 Q Both your interest and Mr. Bloom's interest from  
19 SVCJ; correct?

20 A Yes.

21 Q Have you ever seen the 150,000 Mr. Bloom was to  
22 provide pursuant to the operating agreement?

23 A No.

24 Q Have you ever seen the hundred thousand in repairs  
25 that Mr. Bloom was supposed to provide?

1 A No.

2 Q Have you ever had a meeting of the members of Spanish  
3 Heights Acquisition Company?

4 A No.

5 Q Have you ever been consulted by Mr. Bloom in any way?

6 A No.

7 Q Do you believe Mr. Bloom was honest in his  
8 declaration that he provided to this Court?

9 A I don't know what he provided.

10 Q Mr.--

11 THE COURT: That's okay. Skip ahead.

12 BY MR. MUSHKIN:

13 Q Are you aware that Mr. Bloom contends that he did not  
14 pledge his shares of SHAC?

15 A I'm not aware of that.

16 Q Would it be true if Mr. Bloom claimed that he did not  
17 pledge his shares in SHAC?

18 A No.

19 MR. MUSHKIN: No further questions, Your Honor.

20 THE COURT: Cross-examination, Mr. Gutierrez?

21 CROSS-EXAMINATION

22 BY MR. GUTIERREZ:

23 Q Mr. Antos, why was SJC removed as a signatory to the  
24 pledge agreement?

25 A Can you repeat that?

1 Q Sure. Why was SJC Ventures removed and not a  
2 signatory to the pledge agreement that --

3 MR. MUSHKIN: Objection, Your Honor. Assumes facts  
4 not in evidence --

5 THE COURT: Overruled.

6 MR. MUSHKIN: -- there is no evidence that they were  
7 ever removed.

8 THE COURT: Overruled, Mr. Mushkin.

9 You can answer if you understand --

10 THE WITNESS: I have no idea.

11 BY MR. GUTIERREZ:

12 Q Mr. Antos, did you transfer your ownership in SHAC to  
13 CBC Partners on April 1st, 2020?

14 A Party to -- I'm sorry. Repeat it again.

15 Q Yes. Did you transfer your ownership interest in  
16 SHAC to CBC Partners on April 1st, 2020?

17 A Effectively I'm not aware that it was transferred,  
18 but I did transfer it as collateral for the note. I  
19 transferred whatever there was. I'm not sure what the  
20 document.

21 Q What is your understanding as to what you transferred  
22 on April 1st, 2020 to CBC?

23 A I'm not aware of anything in 2020.

24 Q So you're not aware of any transfer that you made on  
25 behalf of the Antos trust to CBC Partners in 2020?

1 A Correct.

2 Q Mr. Antos, do you have a series of exhibits in front  
3 of you?

4 A I have some exhibits, but I'm not sure which one you  
5 want.

6 Q Okay. And just to be clear, you don't recall  
7 transferring anything on behalf of the Antos Trust to CBC  
8 Partners in April of this year?

9 A No.

10 Q Do you still believe that you through your trust have  
11 a 49 percent ownership interest in SHAC?

12 A That's what it was originally -- I'm not sure if that  
13 ever changed.

14 Q Okay. So as you sit here today, you don't know if  
15 that ever changed; is that correct?

16 A Correct.

17 MR. GUTIERREZ: No further questions, Your Honor.

18 THE COURT: Mr. Mushkin, anything else?

19 REDIRECT EXAMINATION

20 BY MR. MUSHKIN:

21 Q Mr. Antos, would you take a look at Exhibit K.

22 THE COURT: Do you have the exhibits, sir?

23 MR. MUSHKIN: He does.

24 THE WITNESS: I'll have to get them here. Hold on a  
25 second, please.

1 THE COURT: All right. If you would tell me when  
2 you've gotten to Exhibit K, K as in kindergarten.

3 THE WITNESS: Could that be in Book 2 of 2?

4 MR. MUSHKIN: Yes. April 1, 2020. It says K001 in  
5 the bottom right-hand corner.

6 THE WITNESS: Hold on, please.

7 Okay. I have it.

8 BY MR. MUSHKIN:

9 Q Do you see that letter?

10 A Hold on, please. Sorry. I need to put my glasses on  
11 here. Okay.

12 Q Do you see that letter from my office to Mr. Bloom  
13 and to you and your wife, Sheila?

14 A And it's K001 in the right-hand corner, bottom?

15 Q Yes, sir, K001. April 1, 2020 letter. Dear  
16 Mr. Bloom and Mr. and Mrs. Antos. Do you see that letter?

17 A No, I do not. It says KK --

18 Q Not a KK. Just single K.

19 A Okay. Hold on. So I'm probably in the wrong book.  
20 Hold on. Sorry for that.

21 Okay. My apologies. I do have it. Yes.

22 Q Okay. Do you see that letter?

23 A Yes, I do.

24 Q Does that refresh your recollection about the -- take  
25 a look at page 2, the assignment of company or membership



1 interest.

2 A Hold on. For some reason, it goes from page 1 to  
3 page 3.

4 Q Well, that's okay. Look to Exhibit L, the next  
5 exhibit.

6 A L. Yes, I have Exhibit L.

7 Q And do you see that that is your signature and your  
8 wife's signature on the bottom of L1?

9 A Yes.

10 Q And is that the transfer of your interest in Spanish  
11 Heights Acquisition Company to CBC Partners LLC?

12 A Yes.

13 Q Does that refresh your recollection as to the  
14 transfer that took place on April 1?

15 A I really don't remember it, but it probably happened,  
16 but I don't remember it.

17 Q That's quite all right. Any reason to believe that's  
18 not a true and correct copy of your signature and your wife's  
19 signature?

20 A Not to my awareness. It is a true signature of  
21 myself, and I recognize my wife's.

22 Q Thank you. When counsel asked you if you  
23 transferred, were you confused in thinking that you transferred  
24 property?

25 A Yes.

1 Q But, in fact, you transferred your LLC interest; is  
2 that correct?

3 A Yes.

4 MR. MUSHKIN: Thank you.

5 No further questions, Your Honor.

6 THE COURT: Mr. Gutierrez, anything else?

7 MR. GUTIERREZ: Briefly.

8 THE COURT: Just a moment, sir, Mr. Antos.

9 Mr. Gutierrez is coming to the podium.

10 All right. You may continue, Mr. Gutierrez.

11 RECROSS-EXAMINATION

12 BY MR. GUTIERREZ:

13 Q Mr. Antos, with Exhibit L in front of you, what  
14 consideration or what did you get on behalf of the trust for  
15 signing over this membership interest?

16 A Nothing.

17 Q Okay. So it's your understanding you received  
18 nothing for this transfer; is that correct?

19 A Say it one more time.

20 Q It's your understanding that you on behalf of your  
21 trust received nothing for assigning over this membership  
22 interest; correct?

23 A That is correct.

24 MR. GUTIERREZ: Okay. Thank you, Your Honor. No  
25 further questions.

1 THE COURT: Anything else, Mr. Mushkin?

2 MR. MUSHKIN: No, ma'am.

3 THE COURT: Thank you, Mr. Antos, and I appreciate  
4 your patience with us today. Have a nice day. Be well.

5 THE WITNESS: Thank you. Bye.

6 THE COURT: All right. Mr. Mushkin, do you have any  
7 additional evidence you would like to submit at this time?

8 MR. MUSHKIN: No, ma'am.

9 THE COURT: Do you rest?

10 MR. MUSHKIN: Yes.

11 THE COURT: Mr. Gutierrez, do you have any additional  
12 evidence?

13 MR. GUTIERREZ: No, Your Honor.

14 THE COURT: Would you like to make an argument?

15 MR. GUTIERREZ: Yes.

16 THE COURT: Okay.

17 **CLOSING ARGUMENT FOR THE PLAINTIFFS**

18 MR. GUTIERREZ: Your Honor, we are requesting that  
19 plaintiffs' motion for preliminary injunction be granted for  
20 two reasons: One, the governor's moratorium is clear that  
21 there cannot be any notice to vacate or foreclosure proceedings  
22 initiated until the state of emergency is lifted. At this  
23 stage, we don't know when that will be lifted, but it's clear  
24 that CBC Partners, who is a defendant in this case, is not even  
25 really opposing the injunction that's being requested. In

1 fact, this whole discussion as to whether there was a breach  
2 and what happened with the breach, CBC has no standing to now  
3 sit back and say that they can point to one of the exceptions  
4 in the governor's directive because they have no standing to  
5 oppose the injunction. 5148 Spanish Heights LLC is not a party  
6 to this transaction.

7 What we are seeking, Your Honor, is that this  
8 injunction be --

9 THE COURT: They're a counterclaimant.

10 MR. GUTIERREZ: Well, that's an interesting dynamic.  
11 I guess they are a -- they weren't sued.

12 THE COURT: We'll have a discussion someday.

13 MR. GUTIERREZ: They weren't sued. So I remember  
14 filing motions to intervene in another case, but we have to get  
15 a court order to come --

16 THE COURT: Really? You had to get court orders to  
17 intervene?

18 MR. GUTIERREZ: Yeah. It was a case with the DOT.  
19 I'm going to get a court order to come in.

20 THE COURT: No. We'll talk about that tomorrow.

21 MR. GUTIERREZ: I'm sure we'll get in for a while.

22 THE COURT: Not till 9:00 o'clock.

23 MR. GUTIERREZ: So that's, procedurally, we'll have  
24 issues with that, but as we sit here today, they're not a  
25 party. And just based on the governor's directive, Your Honor,

1 if you look at the clear language of that, there cannot be  
2 foreclosure proceedings initiated or a notice to vacate, which  
3 both happened in this case.

4 It's our position that there's no damages that CBC  
5 has because they've been paid 3.5, 3.4 million on their note.  
6 So no bond in furtherance of the thousand dollars that has been  
7 posted should be issued.

8 We're requesting that the injunction be granted to  
9 the extent to where the governor's moratorium is lifted.

10 As to CBC, it should be granted till trial. They're  
11 not a party, no standing.

12 To any successors or assigns that may come here,  
13 whether it's 5148 Spanish Heights, if they want to initiate  
14 foreclosure proceedings or notice of eviction, they should be  
15 bound to the same requirements of the governor's moratorium.

16 None of the exceptions apply. I think the facts that  
17 have come out have shown that there is no criminal activity at  
18 the property. Any arguments about a flamethrower, it may have  
19 happened at Mr. Rhodes's property. No one has testified that  
20 this happened on Mr. Bloom's property. Mr. Bloom's testimony  
21 is clear that he never authorized it. It wasn't him. It  
22 wasn't anyone he knew. The facts, so there's no evidence that  
23 there's any -- anything that rises to the level of the  
24 exceptions to the governor's moratorium, Your Honor.

25 As to irreparable harm, Mr. Bloom clearly testified

1 that the property is unique and that he has nowhere else to go.  
2 He's concerned about the health and safety of his family if  
3 there was a notice to evict or a notice to vacate that was  
4 carried on.

5 So at this point, Your Honor, we'd ask that the  
6 actual injunction be granted, the bond remain at a thousand  
7 dollars and the injunction as to CBC be granted until trial and  
8 the injunction as to CBC or any successors or assigns be  
9 granted to until the life of the moratorium is lifted, Your  
10 Honor.

11 And if you have any questions, Your Honor, I can -- I  
12 mean, we've also included these arguments in our pleadings on  
13 file.

14 THE COURT: Thank you.

15 MR. GUTIERREZ: Thank you.

16 THE COURT: Mr. Mushkin.

17 **CLOSING ARGUMENT FOR THE DEFENSE**

18 MR. MUSHKIN: Your Honor, thank you. Thank you for  
19 hearing this.

20 In my 40 years of practicing law, I have never heard  
21 more dishonest testimony ever, ever. This is preposterous.  
22 There is not a scintilla of evidence that shows that they can  
23 win. There is not a scintilla of evidence that shows that an  
24 eviction proceeding has been initiated. There is a notice to  
25 vacate. And at the bottom of the letter, it acknowledges these

1 difficult times and says let's work this out. No eviction is  
2 pending. So to enjoin, there has to be something pending. No  
3 foreclosure is pending. As you know, the initiation or  
4 foreclosure starts with the recordation of a notice of default  
5 and election to sell.

6 THE COURT: And payment of the filing fee to the  
7 Clark County Recorder's office.

8 MR. MUSHKIN: That's exactly right.

9 And there are no such thing exists in this case.  
10 What does exist is the statutory notice that tells you you've  
11 got to go get help and all that other stuff, that you have to  
12 submit 30 days in advance of the notice of default and election  
13 to sell. So there's no foreclosure to enjoin, and there's no  
14 eviction to enjoin because there's no eviction proceeding.

15 I will represent to the Court that there is an  
16 unlawful detainer action now pending in front of you. And I  
17 will also represent to the Court that we will come before you  
18 when the moratorium has been lifted and ask for the return of  
19 the property, as is our right, but nothing is out there for you  
20 to enjoin.

21 As I made a point in my opening argument, the March  
22 16th letter is not subject to the emergency directive. There  
23 is no relationship to the emergency directive. It seeks  
24 information. It says you're in default of a contract. Those  
25 are constitutionally protected rights, Your Honor. The Supreme

1 Court of Wisconsin, I think, yesterday ruled -- I believe it  
2 was Wisconsin, not Michigan.

3 But I want to be clear, Judge, there's no proceeding  
4 to enjoin. And we've brought 5148 as the successor in interest  
5 as we rightfully should. We brought them before this Court.  
6 They have standing. And CBC Partners still has standing  
7 because CBC Partners is the holder of the Antos interest. They  
8 still have standing.

9 Now, on the off chance that you will somehow allow  
10 this person to come before you and lie over and over again,  
11 Mr. Antos knew that it was a hundred percent of the stock.  
12 Mr. Hallberg knew it was a hundred percent of the stock. And  
13 Mr. Bloom over and over again signs documents that says he  
14 acknowledges that he pledges a hundred percent of his stock.  
15 But the only way he can have standing on behalf of SHAC is if  
16 he does -- is if he has an interest in SHAC, and he doesn't.

17 He doesn't own it anymore. He chose to sit on his  
18 rights and claimed that no default could take place until March  
19 31st. We don't have to provide this. We don't have to  
20 provide that. It's preposterous, Judge. The document says  
21 limited defaults are forbearance, not all of it.

22 And then when I write to counsel and say the  
23 information that we requested is in the December 1st, '19  
24 extension of the forbearance agreement, all those items are  
25 there, you agreed in December of '19. I'm only asking him 60



1 days later. But that's no good. No default. Can't take  
2 place. It's just preposterous.

3 Now, on the off chance that you really think an  
4 injunction is warranted in this case -- and, Your Honor, it  
5 truly is not. This is bad faith litigation from the get-go.  
6 And I brought these judicial -- I wanted judicial notice  
7 because he did it with Mr. Simon, and he did it with Plasim  
8 Homes, the last two houses that he lived in, the same thing.  
9 Makes a bunch of promises. When he doesn't get his way, runs  
10 to court and then loses. You want to grant an injunction, you  
11 have to have a chance to win. He owes this money.

12 Now, they want to come up with "trickeration".  
13 That's my favorite word from the Republican administration:  
14 Trickeration. Oh, no merger, and it's extinguished. No  
15 authority, no cases, no nothing. I want to read you the case  
16 on merger.

17 Your Honor, I can just represent to the Court that in  
18 no way does merger apply to this case. It's just throwing  
19 something up and hoping it'll stick, and it's wrong, and  
20 there's no authority for any of this. It's just troubling to  
21 me. Every time they don't get their way, they threaten. They  
22 threatened me. I reported it to the attorney general.

23 Your Honor, there's \$9 million owed against this  
24 house, plus about 8 or \$9 million in judgments. I asked  
25 Mr. Bloom why he didn't file the quiet-title action. That's a

1 specific obligation. It wasn't necessary. I've never heard  
2 such answers. I'm dumbfounded that he would come to this Court  
3 and think that you're going to let him get away with this.  
4 It's just terrible.

5 The advance note of approximately one million, three,  
6 twenty-six, due.

7 Accrued interest a million, fifty-eight, due.

8 Taxes, 51,937, due.

9 And the monthly obligations are \$60,789.91 a month  
10 that he's not paying.

11 THE COURT: And you're holding up D1.

12 MR. GUTIERREZ: And I am holding up my demonstrative  
13 exhibit that just adds them up for you, Judge.

14 THE COURT: I understand. I just have to make a  
15 record.

16 MR. MUSHKIN: Thank you.

17 Judge, I would respectfully request that you deny the  
18 motion for preliminary injunction. There is nothing to enjoin.  
19 The unlawful detainer action is now before you. It will not  
20 and cannot be heard until you decide that's all there is to it.  
21 There is no foreclosure proceeding instituted. There will be  
22 one. And at that time, after the 008 expires, or if this Court  
23 will determine pursuant to the evidence that there are things  
24 going on in the property that allow the exception and allow it  
25 to take place now, and I believe that evidence has been

1 presented and unrefuted.

2           It doesn't matter if the flamethrower was on his  
3 property or across the street if it's there for his guests.  
4 The party was on the 21st. The flamethrower was brought for  
5 his guests. Judge, flamethrowers in the county of Clark are  
6 felonies. You fire one of those in the county of Clark, it's a  
7 felony. Mr. -- unrefuted testimony, a 50-foot firebomb,  
8 40-foot firebomb. This is unbelievable conduct.

9           An unlicensed driver speeding in the neighborhood.  
10 That's just not right. It's not what was contracted for.

11           And the last item, which is absolutely unrefuted is  
12 he contracted for if there's --

13           THE COURT: Mr. Mushkin, your helper has something  
14 for you.

15           MR. MUSHKIN: If there's a lien --

16           Ah, there's my case.

17           -- if there is a lien --

18           See, I told you: Without her I'm lost.

19           THE COURT: I know. I just -- I'm trying to help out  
20 there.

21           MR. MUSHKIN: Completely lost.

22           I lost my spot.

23           THE COURT: You were arguing about the public safety  
24 issues.

25           MR. MUSHKIN: Oh. And there just can't be any doubt,

1 Judge. Come on. Flamethrowers? Come on. They have a party  
2 together on July 4th, and they bring a flamethrower. Because  
3 they have it at one residence instead of both. It's a joint  
4 party. Come on.

5 Oh. The matter I was raising about the lien, Judge,  
6 absolutely unrefuted. The lien was filed. They didn't post  
7 the one and a half times bond.

8 Judge, what the evidence shows is that Mr. Bloom is  
9 not tethered to the truth. He's not tethered to the burdens of  
10 his contracts. I ask you to take judicial notice because he  
11 did it to Plasim, and he did it to Mr. Simon. And he  
12 litigated. And he went to the Supreme Court. And he lost  
13 everywhere because he doesn't tell the truth.

14 He makes things up, just like he did today. The  
15 security agreement didn't count. The pledge agreement, the  
16 security agreement replaced the pledge agreement. How is this  
17 possible, Judge? They're both executed on the same day.  
18 They're a part of those closing documents. This is pure fraud  
19 upon the Court. This is abuse of process from the get-go.  
20 It's wrong. It cannot be countenanced. It cannot be rewarded.  
21 This conduct must stop.

22 Merger, the case is *Hanneman v. Downer*, 871 P.2d.  
23 It's a 1994 case. The doctrine of merger is, in this case,  
24 it's about the size of the property and that they claimed that  
25 the contract merged into the deed. And they said no. The deed

1 is a written expression of its own. In matters affecting real  
2 property, all those items must be in writing.

3 And in this case, there can be no merger. It simply  
4 doesn't exist.

5 Last item I wanted to raise, Judge, I attached the  
6 attorney general's brief that he filed in a case regarding  
7 irreparable harm. I want to say it's Exhibit W.

8 THE COURT: I believe it is Exhibit W, and I was  
9 wondering why it was attached.

10 MR. MUSHKIN: I wanted to tell you that I knew you  
11 would ask. When you cite something, you have to give your  
12 authority. And in my brief, I cited this, and I cited it  
13 because the attorney general did such a good job with  
14 irreparable harm.

15 THE COURT: And it's clearly an unpublished decision.

16 MR. MUSHKIN: It is. But I -- because I use -- I  
17 quoted from it. I didn't want to not attribute.

18 THE COURT: I understand.

19 MR. MUSHKIN: And --

20 THE COURT: But it's not binding on me. It's only  
21 informational.

22 MR. MUSHKIN: No. No. It's not binding. But what I  
23 did is I quoted their authority. So I wanted to at least  
24 include it. And they set out rather well that you must  
25 establish that irreparable harm, imminent irreparable harm.

1 And as in that case, the plaintiffs were not likely to succeed  
2 on the merits. And they were unable to show an imminent threat  
3 of irreparable harm.

4 And the reason I added that is that I used the same  
5 language that the AG did in our case. And that's why I  
6 attached that for you because they have not and cannot provide  
7 a specific set of facts on irreparable harm. They can say that  
8 there's eviction, but there is no eviction pending. They can  
9 say that they don't want a foreclosure, but there is no  
10 foreclosure pending. And thus this Court has nothing to  
11 enjoin.

12 They have not met their burden of showing imminent  
13 irreparable harm. They have not showed their burden of a  
14 likelihood of success on the merits.

15 We acknowledge 008. We believe that we have a  
16 defense to its application, both speeding, violations of county  
17 code and failure to maintain the property have been  
18 uncontroverted. I went straight through them with Mr. Bloom,  
19 and all he could say is no, no, no. And many of them he didn't  
20 even say no. But I would submit to you, Your Honor, that if  
21 you were supposed to spend a hundred thousand in the beginning  
22 and maintain the property in top-quality condition, that  
23 Mr. Bloom has failed, has continued to fail and as such cannot  
24 invoke the protections of the emergency declaration 008 in  
25 spite of the fact that we have not initiated an eviction, nor

1 foreclosure proceeding.

2           So for all of those reasons, Judge, and for the lack  
3 of honesty, that most of all, you must come to court in seeking  
4 extraordinary relief, and you must come to court, and you must  
5 do equity to get equity. And Mr. Bloom and SCVJ have not done  
6 that. Mr. Bloom lacks any interest in SHAC at this point. The  
7 Court should not entertain this sort of extraordinary relief.

8           If and when an eviction is initiated or a foreclosure  
9 is initiated, which takes 124 or -6 days, depending on when  
10 Sunday's fall, then perhaps there's an issue that could be  
11 brought to the Court. But now this is another one of those  
12 preemptive strikes by Mr. Bloom that the court is full of.

13           Last comment, Judge. I also ask that you take a look  
14 at three other cases for judicial notice.

15           THE COURT: I'm not going to. I can't. I understand  
16 you want me to, but I'm not going to.

17           MR. MUSHKIN: Why?

18           THE COURT: If you want to ask for him to be declared  
19 a vexatious litigant at a later time or that there's a pattern  
20 and practice, there's an entirely different process we've got  
21 to go through.

22           MR. MUSHKIN: Oh. No. Absolutely correct, Your  
23 Honor.

24           THE COURT: But I am not going to consider those for  
25 deciding this very narrow issue related to the application of

1 Directive 008 to this proceeding.

2 MR. MUSHKIN: Your Honor, I respectfully disagree  
3 with you, and I want to tell you why.

4 THE COURT: Okay.

5 MR. MUSHKIN: They've got a pleading on file, and the  
6 credibility of that pleading and the credibility of their  
7 witness is what's called into question.

8 THE COURT: I understand, which is why you got to  
9 cross-examine him.

10 MR. MUSHKIN: And it's also why I'm able to look at  
11 what he's already done in other cases.

12 THE COURT: And you could have asked him about that  
13 as part of it, but I'm not going to take judicial notice of it.

14 MR. MUSHKIN: Your Honor. Thank you for your time  
15 again.

16 THE COURT: At least not at this stage. It may be at  
17 a later stage you and I have a discussion about it.

18 MR. MUSHKIN: Oh, I'm sure it'll be -- Your Honor,  
19 there will be a vexatious litigant motion. There's no question  
20 it's coming.

21 THE COURT: I understand.

22 MR. MUSHKIN: But what I want -- what I did for --  
23 well, I did it for two purposes, Judge, one for the injunction,  
24 and two for the protective order that I filed. It's not  
25 germane to today.



1 THE COURT: That's not necessary. I took care of  
2 that.

3 MR. MUSHKIN: And you did, Your Honor. And I thank  
4 you for doing that.

5 THE COURT: Because subpoenas had to be authorized by  
6 the Court before they were issued under the chief judge's  
7 current orders.

8 MR. MUSHKIN: Your Honor. My final comment relates  
9 to the filing of their opposition in this case. As you may  
10 recall --

11 THE COURT: Your opposition? Your opposition or  
12 their reply?

13 MR. MUSHKIN: They filed a TRO.

14 THE COURT: They filed an application for TRO,  
15 preliminary injunction.

16 MR. MUSHKIN: I filed an opposition.

17 THE COURT: You did. And they got a reply.

18 MR. MUSHKIN: And they filed a reply.

19 THE COURT: Right.

20 MR. MUSHKIN: That reply was untimely by a week. And  
21 the reason I point that out is just another example. When the  
22 Court ordered the -- their reply brief on the 15th, it meant  
23 it. But instead of abiding by that order, they ignored it. I  
24 would submit to the Court that that is the pattern here.  
25 Mr. Bloom wants the benefit of his bargain, but not the burden.

1 And the only way for Mr. Bloom to have the right to stay in  
2 this house by injunction or by contract is to pay for it.

3 And on the off chance that you actually want to grant  
4 this injunction, Judge, I would only ask that the bond be set  
5 at an amount that protects my client's interest as it is  
6 designed to do. And that would require a bond to cover the  
7 advances, the accrued interest, the taxes and the payments of  
8 \$31,187.50 per month. So if on the off chance you wish to  
9 grant this, Mr. Bloom has to make these payments, not just the  
10 first and second, but all of the secured obligations. He  
11 doesn't get to say, oh, it merged. It evaporated. That has to  
12 be found by this Court. There's no such finding. He has to  
13 pay it.

14 So on the off chance that you want to grant this  
15 injunction, please set the bond at an amount that at least  
16 protects my client. There's no way to protect him against the  
17 lawlessness. There's no way to protect him against the  
18 damages. That's why I don't want you to grant the injunction.  
19 That's why I don't believe 008 applies.

20 We did the inspection. We asked for information. We  
21 tried to get cooperation from Mr. Bloom, and we tried to give  
22 him more time to perform. But what happens when Mr. Bloom  
23 doesn't get his way? He does whatever he wants until a Court  
24 stops him. And, Judge, it's your job to stop him, and I hope  
25 you will.

1 Thank you.

2 THE COURT: Thank you, Mr. Mushkin.

3 Mr. Gutierrez, anything else you'd like to add?

4 MR. GUTIERREZ: Yes.

5 **REBUTTAL ARGUMENT FOR THE PLAINTIFFS**

6 MR. GUTIERREZ: Yes. Mr. Mushkin talked about  
7 credibility, and the evidence shows when it comes to  
8 credibility CBC stood up and said it sold its note on April  
9 1st, 2020, yet continued to send letters to vacate and  
10 foreclose after that date. Now they're asking for a bond after  
11 they've been paid over 3.5 million. That's -- those are issues  
12 of credibility. They didn't even authorize some of those  
13 letters to go out, and now those letters are going out saying  
14 CBC is telling you to vacate, and then we're going to foreclose  
15 on a note that they had already sold. So at no point does CBC  
16 have standing to raise any of these issues.

17 When it comes to irreparable harm, Your Honor, the  
18 governor's directive couldn't be any more clear. It says that  
19 the landlord should neither evict nor began the process of  
20 eviction while Nevada is under a state of emergency. We  
21 shouldn't have had to come here, Your Honor. We requested in  
22 writing specifically that the notices be rescinded and that  
23 these foreclosure proceedings stop, and they were not.

24 We had to file an application for TRO and move  
25 forward with this. And at, no, point were they saying, well,

1 we sold the note. We don't have standing to be here. Now,  
2 they're in here asking this Court to find the exceptions apply  
3 when they don't have standing because they sold their note.

4 When we went through Mr. Bloom's testimony, it's  
5 clear that none of those exceptions would apply. There's been  
6 no criminal activity, no arrests, no damage, no significant  
7 damage to the property, no seriously endangering the public  
8 that would qualify under these exceptions.

9 So, Your Honor, we ask that the injunction be granted  
10 until the governor's directive is lifted and the bond at \$1,000  
11 that the Court previously ordered stay in place because there  
12 is zero damage to CBC after it sold its note.

13 And Mr. Bloom has already testified that through SHAC  
14 they are paying the first and the second on these properties.

15 Thank you, Your Honor.

16 THE COURT: Thank you.

17 The April 3rd, 2020, notice to vacate violates the  
18 Governor's Directive 008 because there is not an establishment  
19 of a serious endangerment of the public or other residents or  
20 serious criminal activity or significant damage to the property  
21 which is required under Section 1 for me to ignore Governor's  
22 Directive 008, Section 1.

23 For that reason, I am granting the preliminary  
24 injunction in a limited way to prevent any further action  
25 related to the notice to vacate until after the expiration of

1 the Governor's Directive 008.

2 Let's talk about the bond, Mr. Gutierrez. You said  
3 your client is going to continue to pay the first and second,  
4 taxes, insurance and HOA dues during the interim?

5 MR. GUTIERREZ: That is correct, Your Honor.

6 THE COURT: Okay. Mr. Mushkin, do you have anything  
7 else you want me to consider?

8 MR. MUSHKIN: The third, Your Honor. We've -- we  
9 haven't gotten any payments in over 30 months from this  
10 individual. We're damaged \$30,000 every month.

11 THE COURT: Okay.

12 MR. MUSHKIN: He's only paying what he chooses to  
13 pay. He's obligated to pay the third.

14 THE COURT: Well, the Governor's Directive does  
15 recognize that this does not relieve parties of their  
16 contractual obligations, and they are required to comply with  
17 their contractual obligations, whether that happens or not is  
18 an entirely different issue.

19 So, Mr. Gutierrez, as part of the order granting the  
20 TRO or the preliminary injunction to the expiration of  
21 Directive 008, your client is required to continue to pay the  
22 first, second, insurance, taxes and HOA fees. I am not going  
23 to require payment of the third. That is something that is  
24 going to be an issue we are probably going to discuss in the  
25 near future given the new party who has appeared, whether it is

1 through intervention that they appeared or whether it is  
2 through the filing of a counterclaim. And I'm sure we're going  
3 to address that procedural issue fairly quickly so that we can  
4 then get to the meat of the issue as to whether there has been  
5 a merger and extinguishment or whether the amounts remain due  
6 and owing.

7 MR. MUSHKIN: Your Honor, I would only request that  
8 they be required to bond the amount that's due us. There is no  
9 defense to the bond. They cannot -- you're enjoying our  
10 collection. At the very least, they have to bond it.

11 THE COURT: I'm not enjoining your collection. The  
12 governor enjoined your collection. I am -- I am following, as  
13 I am in every single one of these commercial cases where  
14 someone is trying to resolve the issues related to a failure to  
15 pay rent or other issues related to the occupancy strictly in  
16 compliance with Directive 008 for the term of 008.

17 I understand your position. I have to follow  
18 Directive 008. I don't have a whole lot of choice. You're not  
19 the only property owner or noteholder who is unhappy with the  
20 results of Directive 008, but I am not in a place where I have  
21 a lot of wiggle room related to that.

22 MR. MUSHKIN: I appreciate that, Judge, but you do  
23 have the ability to require a bond. There's a \$19,000 HOA  
24 lien, that by contract he's supposed to bond. He hasn't bonded  
25 it. And now we have no payments for April or May. That's

1 60,000 -- over \$60,000. At the very least, you should pick a  
2 date to anticipate the expiration of the directive. I suspect  
3 July 1 is probably far enough out for the directive to be  
4 withdrawn. We'll be in Phase 3 or 4 by then. But it doesn't  
5 matter. But for those months --

6 THE COURT: I sure hope so because I'd love to get  
7 out of this mask.

8 MR. MUSHKIN: Yeah, me too.

9 But, Judge, it is completely -- it is completely  
10 unfair, and it does not comport with the standards of Rule 65.

11 THE COURT: I know. You and I have --

12 MR. MUSHKIN: To leave the third mortgage hanging --

13 THE COURT: Joan can tell you, you and I and Jean  
14 Bacchus had -- or, no. You're not in that case. Jean Bacchus  
15 and I had the exact same discussion in another commercial issue  
16 with a large amount of money and the situation, and I cannot  
17 deviate from Directive 008. I understand your position, and as  
18 soon as Directive 008 expires, I will move quickly to adjust  
19 those issues that need to be taken care of. Right now my order  
20 is strictly based on Directive 008.

21 MR. MUSHKIN: So are you finding that there is a  
22 foreclosure proceeding pending?

23 THE COURT: No. I found there was a notice to  
24 vacate.

25 MR. MUSHKIN: So only the notice to vacate is

1 enjoined?

2 THE COURT: That is all I said.

3 MR. MUSHKIN: And --

4 THE COURT: You and I both know how long a  
5 foreclosure takes to start.

6 MR. MUSHKIN: Okay. So and I can't convince the  
7 Court that the bond should be increased from a thousand dollars  
8 when they're not paying me 30,000 a month?

9 THE COURT: Not when I --

10 MR. MUSHKIN: And the advance is due?

11 THE COURT: Not when I have Directive 008 in place.

12 MR. MUSHKIN: I'm sorry, Your Honor. I don't mean to  
13 be dense, but what does 008 have to do with the contractual  
14 rights to pay, which you just said they are not relieved of?

15 THE COURT: Directive 008 says we're going to keep  
16 people in their houses until this is over.

17 MR. MUSHKIN: I fully acknowledge that, Judge.

18 THE COURT: That's basically what it says. So by  
19 requiring a bond that people can't afford to pay, I would be  
20 putting people in a position where the TRO -- or the injunctive  
21 relief would not take effect. So I understand your position.

22 My reading of 008 is I'm supposed to prevent the kind  
23 of things that are in Section 1 for as long as the governor  
24 says Directive 008 is finished. And then I'm going to be  
25 really busy in business court when I'm allowed to talk to



1 people about all of their contractual obligations.

2 MR. MUSHKIN: Your Honor, I fully acknowledge -- I  
3 understand where you're at. I have to tell you that I  
4 completely disagree because the directive says he is not  
5 relieved of payment.

6 THE COURT: That is absolutely true. That's  
7 Section 3.

8 MR. MUSHKIN: And you said he has to pay the first  
9 and the second.

10 THE COURT: I did say that --

11 MR. MUSHKIN: But why not the third?

12 THE COURT: Because the third is what is at issue  
13 here as the injunctive relief.

14 MR. MUSHKIN: No. No. No.

15 THE COURT: He volunteered to pay the first and  
16 second. So I'm just telling him he's going to do what he  
17 volunteered to do, Mr. Mushkin.

18 MR. MUSHKIN: But the third is not the subject of the  
19 injunction on the vacate?

20 THE COURT: Yes, it is.

21 MR. MUSHKIN: Oh, no, Your Honor. The vacate is  
22 based on the lease, not on the note.

23 THE COURT: I understand what you're saying,  
24 Mr. Mushkin, but they're all related.

25 MR. MUSHKIN: Well, Judge, I certainly appreciate

1 that, but I have to tell you that this is a house that's just  
2 shy of 16,000 square feet. There's 9 million in debt, and the  
3 operating expenses for a month are \$60,000. I'll submit to the  
4 Court that a \$1,000 bond is completely inappropriate. This is  
5 an individual who just told you that he has a huge wealth, a  
6 solar farm and a -- a judgment for billions. And a thousand  
7 dollars is just not appropriate, Judge.

8 THE COURT: And, Mr. Mushkin, at the time that  
9 Directive 008 expires, you and I will have a discussion about  
10 whether the injunctive relief continues. And if it does what  
11 the bond should be, a realistic bond. But I am not at that  
12 stage given Directive 008.

13 And believe me, I understand, and I understand the  
14 issue related to those folks who are at risk with this because  
15 of their contracts or their other obligations as landowners,  
16 and I understand that. But Directive 008 is really clear. And  
17 then I will say the same thing I do as a parent. And by the  
18 way, you're still supposed to do all the right things anyway,  
19 which is what Section 3 says.

20 MR. MUSHKIN: I --

21 THE COURT: This isn't my first one.

22 MR. MUSHKIN: Your Honor, I'm dumbfounded because I  
23 just can't imagine that a thousand dollar bond is appropriate  
24 for a house that has 9 million in debt. It's just -- I  
25 understand the directive. Perhaps if you inquired of the

1 plaintiff if they could afford a bond of a hundred thousand or  
2 200,000, but to just give them a free pass given the nature of  
3 this testimony, Judge, is just wrong.

4 THE COURT: I understand your position, Mr. Mushkin.  
5 Anything else?

6 Mr. Gutierrez, please prepare the order. Send it to  
7 Mr. Mushkin for review.

8 MR. GUTIERREZ: Your Honor, may I approach just to  
9 grab the exhibits?

10 THE COURT: You may.

11 MR. GUTIERREZ: Thank you.

12 MR. MUSHKIN: Thank you, Your Honor.

13 THE COURT: Have a nice day. And, oh, by the way, I  
14 am not allowed to let you leave the room until I discuss with  
15 you the Rule 16 conference.

16 Given the appearance of the new party as a  
17 counterclaimant, I am not going to set the Rule 16 conference  
18 today. I am going to set a status check on scheduling the  
19 Rule 16 conference in three weeks on my chambers calendar, and  
20 I am going to suspend the requirements of NRCP 16B2 pursuant to  
21 Admin Order 20-01 because I'm not going to have a Rule 16 until  
22 after I straighten out who the right parties are and whether  
23 they're an intervener or something else.

24 THE CLERK: That's --

25 MR. MUSHKIN: Your Honor, if I can address --

1 THE COURT: Hold on a second.

2 THE CLERK: That's June 5 in chambers, the status  
3 check.

4 THE COURT: Okay. Now, Mr. Mushkin.

5 MR. MUSHKIN: Your Honor, we looked at the rule.

6 THE COURT: Which rule?

7 MR. MUSHKIN: The counterclaim rule.

8 THE COURT: Uh-huh.

9 MR. MUSHKIN: And the reading of the rule was, it  
10 appeared on the first pleading, that you can add a party. If  
11 you believe that to be incorrect, I will immediately file a  
12 motion to intervene.

13 THE COURT: I think you're safer filing a motion to  
14 intervene. I think it's a really tough call, Mr. Mushkin.

15 MR. MUSHKIN: Not a problem.

16 THE COURT: I've been dealing with intervention a lot  
17 in the last year.

18 MR. MUSHKIN: See you tomorrow, Your Honor?

19 THE COURT: See you tomorrow at 9:00 o'clock,  
20 Mr. Gutierrez.

21 MR. MUSHKIN: The reason that we did it this way is  
22 that we wanted the Court to see the counterclaim.

23 THE COURT: It's okay. I understand. But I think  
24 intervention is the cleanest way. I know there are arguments  
25 to support the counterclaim where you have a successor in

1 interest issue.

2 Mr. Gutierrez, any objection to an intervention?

3 MR. GUTIERREZ: Your Honor, we'll likely be filing  
4 probably an amended complaint and naming them. So I think at  
5 this stage they'll be a party.

6 THE COURT: All right. So it's really not going to  
7 be much of an issue. I'll stay out of it.

8 MR. GUTIERREZ: Thank you, Your Honor.

9 THE CLERK: Your Honor. Sorry.

10 THE COURT: So in three weeks when I look on the  
11 chambers calendar, if everybody is fully engaged with their  
12 pleadings, then we'll either set the Rule 16. If I'm allowed  
13 to have in-person hearings on a regular basis or if I'm not  
14 allowed to, I will continue it again. And Dan is required not  
15 to do a scheduling order because of all of this.

16 THE CLERK: Your Honor, will the motions for  
17 protective order and to quash subpoenas --

18 THE COURT: They're moot. Those are both moot  
19 because I did a minute order yesterday that Mr. Mushkin  
20 believes addresses most of those issues, although he may renew  
21 his request about the protective order at a later date if it  
22 becomes a discovery issue.

23 Right, Mr. Mushkin?

24 MR. MUSHKIN: Yes, Your Honor.

25 THE COURT: Okay.

1 THE CLERK: Should I take those off calendar?

2 THE COURT: They are off calendar.

3 (Colloquy of the record.)

4 (Proceedings concluded at 4:38 p.m.)

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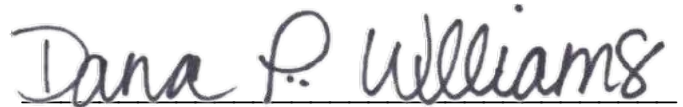
**CERTIFICATION**

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

**AFFIRMATION**

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

**DANA L. WILLIAMS**  
LAS VEGAS, NEVADA 89183

A handwritten signature in dark ink, reading "Dana L. Williams", is written over a horizontal line.

DANA L. WILLIAMS, TRANSCRIBER

05/19/20

DATE

<p><b>BY MR. GUTIERREZ:</b> [30] 22/12 24/12 26/10 28/21 29/16 35/24 37/23 40/20 47/9 48/11 52/23 55/18 56/22 62/18 63/23 65/11 85/17 210/14 212/21 217/24 219/12 220/10 221/6 221/23 223/2 233/2 242/2 247/22 248/11 252/12</p> <p><b>BY MR. MUSHKIN:</b> [78] 68/6 69/12 69/20 73/1 74/8 79/9 83/11 84/12 85/5 87/7 96/20 98/13 98/22 100/19 105/16 107/24 109/7 119/10 121/13 121/22 128/7 129/7 129/11 133/7 133/17 134/1 135/18 136/10 137/4 141/17 143/1 146/13 147/13 147/21 149/16 156/16 156/22 157/17 161/2 164/12 166/2 170/19 172/5 173/5 173/23 174/5 174/15 176/13 177/13 179/16 179/19 180/5 182/17 185/2 185/24 186/12 187/10 188/17 188/23 189/15 191/4 193/22 199/1 199/12 199/23 204/11 206/11 206/21 215/2 223/17 229/1 236/8 236/19 240/4 246/4 247/12 249/20 250/8</p> <p><b>MR. BLOOM:</b> [1] 6/7</p> <p><b>MR. GUTIERREZ:</b> [89] 4/7 5/8 5/25 6/3 6/8 7/8 12/22 18/17 20/11 20/14 20/22 21/6 21/11 22/5 22/10 24/7 24/9 26/9 28/19 34/7 35/20 35/22 37/20 40/8 40/11 40/14 40/19 46/17 48/1 52/9 55/1 56/10 56/12 62/16 63/5 63/13 63/15 63/22 65/5 67/22 118/18 133/22 157/8 157/11 174/19 176/8 178/1 179/5 186/9 190/12 209/23 212/18 214/23 217/2 217/22 220/9 221/1 221/3 223/1 223/12 232/23 236/16 237/12 237/14 237/24 238/4 241/24 244/15 245/9 249/17 252/7 252/24 253/13 253/15 253/18 254/10 254/13 254/18 254/21 254/23 256/15 260/12 269/4 269/6 271/5 277/8 277/11 279/3 279/8</p>	<p><b>MR. HALLBERG:</b> [2] 13/10 239/6</p> <p><b>MR. MUSHKIN:</b> [296] <b>THE CLERK:</b> [16] 21/19 56/11 175/21 175/23 184/24 191/2 217/16 239/21 239/25 245/22 245/24 277/24 278/2 279/9 279/16 280/1</p> <p><b>THE COURT RECORDER:</b> [10] 11/17 11/21 11/23 12/13 12/17 12/25 13/4 20/7 21/23 118/13</p> <p><b>THE COURT:</b> [412] <b>THE MARSHAL:</b> [1] 22/20</p> <p><b>THE WITNESS:</b> [83] 21/21 22/1 22/4 22/8 22/21 22/23 24/5 24/10 25/18 29/15 37/22 56/13 62/17 63/1 63/3 63/6 63/12 63/17 63/19 84/11 85/12 85/16 86/10 87/5 92/22 93/2 98/8 107/22 117/23 118/3 118/23 128/24 129/2 136/25 137/3 147/17 155/25 156/2 157/15 160/20 160/24 172/2 182/9 187/18 188/7 188/9 188/15 188/21 189/13 198/24 204/8 204/10 207/9 207/15 208/3 208/8 208/10 208/18 208/22 209/2 209/20 217/10 217/18 220/5 220/7 221/22 235/10 235/16 239/12 239/16 239/23 244/20 245/1 245/3 245/5 245/14 245/17 246/1 248/10 249/24 250/3 250/6 253/5</p> <p><b>UNIDENTIFIED SPEAKER:</b> [2] 13/17 13/21</p> <hr/> <p><b>\$</b></p> <p><b>\$1,000 [2]</b> 270/10 276/4</p> <p><b>\$1,058,000 [1]</b> 15/20</p> <p><b>\$1,326,744.55 [1]</b> 15/16</p> <p><b>\$1.3 [1]</b> 214/7</p> <p><b>\$1.3 billion [1]</b> 214/7</p> <p><b>\$100,000 [2]</b> 61/13 112/17</p> <p><b>\$12,000 [1]</b> 84/25</p> <p><b>\$12,327.85 [1]</b> 125/12</p> <p><b>\$12,900 [1]</b> 84/19</p> <p><b>\$150,000 [5]</b> 49/8 50/9 116/17 182/10 182/13</p> <p><b>\$1600 [1]</b> 145/10</p> <p><b>\$1608 [1]</b> 144/7</p> <p><b>\$1634 [1]</b> 120/21</p> <p><b>\$17,000 [1]</b> 132/23</p> <p><b>\$19,000 [2]</b> 159/1</p>	<p>272/23</p> <p><b>\$19,181.04 [3]</b> 11/8 17/24 119/19</p> <p><b>\$19,660 [1]</b> 47/12</p> <p><b>\$2 [1]</b> 18/7</p> <p><b>\$2 billion [1]</b> 18/7</p> <p><b>\$2,935,001.14 [2]</b> 14/22 120/6</p> <p><b>\$2.2 [2]</b> 31/16 32/19</p> <p><b>\$2.2 billion [2]</b> 31/16 32/19</p> <p><b>\$20 [1]</b> 184/2</p> <p><b>\$20,000 [2]</b> 59/17 60/17</p> <p><b>\$22,265 [1]</b> 15/12</p> <p><b>\$256,812.60 [1]</b> 127/17</p> <p><b>\$3 [1]</b> 89/4</p> <p><b>\$3 million [1]</b> 89/4</p> <p><b>\$3,084 [1]</b> 17/24</p> <p><b>\$3,084.86 [4]</b> 11/12 49/2 120/2 125/5</p> <p><b>\$3,164 [1]</b> 213/22</p> <p><b>\$3,240,000 [1]</b> 11/7</p> <p><b>\$3,300 [1]</b> 96/8</p> <p><b>\$3,600 [1]</b> 96/8</p> <p><b>\$30,000 [1]</b> 271/10</p> <p><b>\$31,187.50 [1]</b> 268/8</p> <p><b>\$33,000 [1]</b> 124/11</p> <p><b>\$33,187.50 [2]</b> 14/24 120/12</p> <p><b>\$40,359.42 [1]</b> 57/8</p> <p><b>\$4486.51 [1]</b> 123/22</p> <p><b>\$51,000 [1]</b> 15/21</p> <p><b>\$599,000 [1]</b> 11/10</p> <p><b>\$60,000 [2]</b> 273/1 276/3</p> <p><b>\$60,789.91 [2]</b> 124/3 260/9</p> <p><b>\$680,305 [1]</b> 127/24</p> <p><b>\$7 [1]</b> 31/10</p> <p><b>\$7 million [1]</b> 31/10</p> <p><b>\$8,560.42 [3]</b> 15/10 124/20 125/23</p> <p><b>\$80,000 [3]</b> 84/20 125/13 127/4</p> <p><b>\$850 [1]</b> 123/25</p> <p><b>\$861 [1]</b> 213/24</p> <p><b>\$861 million [1]</b> 213/24</p> <p><b>\$9 [2]</b> 259/23 259/24</p> <p><b>\$9 million [2]</b> 259/23 259/24</p> <hr/> <p><b>'</b></p> <p><b>'17 [4]</b> 113/8 124/18 127/16 225/11</p> <p><b>'18 [2]</b> 50/5 134/10</p> <p><b>'19 [16]</b> 50/5 84/18 99/8 102/4 102/8 125/8 126/3 126/5 126/6 127/11 134/5 134/7 134/12 134/18 258/23 258/25</p> <p><b>'19 or [1]</b> 50/5</p> <p><b>'19 you're [1]</b> 99/8</p> <p><b>'20 [3]</b> 50/5 124/18 127/17</p> <p><b>'21 [1]</b> 147/22</p>	<p>-</p> <hr/> <p><b>-6 days [1]</b> 265/9</p> <hr/> <p><b>0</b></p> <p><b>0-6-8 [1]</b> 85/9</p> <p><b>001 [2]</b> 185/1 229/8</p> <p><b>002 [1]</b> 149/13</p> <p><b>006 [4]</b> 135/9 135/14 170/22 207/11</p> <p><b>007 [1]</b> 135/25</p> <p><b>008 [38]</b> 10/23 17/6 107/25 128/14 136/11 155/16 155/20 155/25 156/7 158/5 164/18 170/2 201/2 238/12 260/22 264/15 264/24 266/1 268/19 270/18 270/22 271/1 271/21 272/16 272/16 272/18 272/20 273/17 273/18 273/20 274/11 274/13 274/15 274/22 274/24 276/9 276/12 276/16</p> <p><b>009 [4]</b> 138/9 138/18 171/17 191/25</p> <p><b>01 [1]</b> 277/21</p> <p><b>018 [1]</b> 77/7</p> <p><b>034 [1]</b> 208/16</p> <p><b>05/19/20 [1]</b> 281/18</p> <hr/> <p><b>1</b></p> <p><b>1.2D [3]</b> 192/20 192/21 192/21</p> <p><b>1.3 [2]</b> 39/15 191/16</p> <p><b>1.3A1 [1]</b> 39/16</p> <p><b>1.3A2 [1]</b> 39/17</p> <p><b>1.3D [1]</b> 193/3</p> <p><b>1/12 [1]</b> 89/13</p> <p><b>10 [7]</b> 24/21 30/12 43/15 60/4 101/5 109/2 192/13</p> <p><b>10-minute [3]</b> 188/1 188/3 188/4</p> <p><b>10.1 [1]</b> 193/8</p> <p><b>100 [10]</b> 25/10 25/15 25/16 25/19 31/15 33/3 33/5 33/5 33/14 102/25</p> <p><b>100 percent [3]</b> 74/21 197/19 224/23</p> <p><b>102 [1]</b> 200/18</p> <p><b>107 [4]</b> 53/12 129/25 130/1 200/20</p> <p><b>107.080 [3]</b> 142/1 142/15 143/13</p> <p><b>10:00 p.m [1]</b> 176/16</p> <p><b>10th [5]</b> 42/7 183/17 208/10 210/19 212/9</p> <p><b>11 [4]</b> 77/13 95/2 175/8 197/10</p> <p><b>116 [3]</b> 25/25 59/19 59/20</p> <p><b>11:57 a.m [1]</b> 118/20</p> <p><b>12 [4]</b> 89/13 114/14 182/12 197/13</p> <p><b>12,000 [2]</b> 15/23 125/14</p> <p><b>12-month [1]</b> 181/23</p> <p><b>12.06 [1]</b> 83/22</p> <p><b>12.09 [2]</b> 83/9 83/10</p>	<p><b>124 [1]</b> 265/9</p> <p><b>12:59 p.m [1]</b> 118/20</p> <p><b>13 [3]</b> 101/15 102/10 120/17</p> <p><b>132nd Street [1]</b> 223/20</p> <p><b>137 [1]</b> 130/24</p> <p><b>13S [1]</b> 197/17</p> <p><b>14 [3]</b> 11/14 4/1 102/22</p> <p><b>15 [2]</b> 159/24 168/6</p> <p><b>150 percent [2]</b> 193/13 194/1</p> <p><b>150,000 [13]</b> 81/10 82/3 83/18 85/7 85/18 85/24 86/17 180/18 181/11 182/3 182/3 236/1 246/21</p> <p><b>15th [2]</b> 167/20 267/22</p> <p><b>16 [9]</b> 10/3 132/23 150/8 165/6 277/15 277/17 277/19 277/21 279/12</p> <p><b>16,000 [2]</b> 64/9 276/2</p> <p><b>16B2 pursuant [1]</b> 277/20</p> <p><b>16th [30]</b> 10/3 10/8 10/21 103/5 103/7 113/24 128/9 129/16 146/20 146/23 147/3 147/4 147/9 147/19 147/25 149/1 149/6 150/8 151/8 151/14 158/4 164/17 164/20 165/5 166/3 166/5 166/6 166/21 168/3 257/22</p> <p><b>17 [5]</b> 27/11 27/11 58/4 103/17 134/7</p> <p><b>17-year-old [1]</b> 159/4</p> <p><b>17th [2]</b> 91/4 224/18</p> <p><b>18 [5]</b> 77/7 91/24 92/1 106/1 134/3</p> <p><b>19 [4]</b> 66/20 106/7 197/22 230/3</p> <p><b>19,000 [1]</b> 104/3</p> <p><b>19,181 [1]</b> 184/6</p> <p><b>19,181.06 [1]</b> 124/25</p> <p><b>19,181.07 [1]</b> 185/11</p> <p><b>19367 [1]</b> 223/20</p> <p><b>1990s [1]</b> 24/25</p> <p><b>1994 [1]</b> 262/23</p> <p><b>19th [2]</b> 78/23 98/16</p> <p><b>1A13 [1]</b> 113/17</p> <p><b>1C [1]</b> 114/5</p> <p><b>1st [42]</b> 40/21 51/3 51/16 51/24 92/18 93/2 93/4 98/17 128/24 128/25 129/5 144/23 145/18 148/14 148/16 148/19 148/25 151/9 151/10 151/13 151/16 152/2 152/18 152/22 165/3 166/21 166/23 167/19 196/18 210/16 210/23 218/19 218/20 218/23 219/22 229/5 233/17 248/13 248/16 248/22 258/23 269/9</p>
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<b>2</b> <b>20 feet [1]</b> 243/24 <b>20 miles [1]</b> 242/6 <b>20 percent [5]</b> 120/18 144/6 144/22 144/25 145/12 <b>20,000 [1]</b> 122/11 <b>20-01 [1]</b> 277/21 <b>20-mile [1]</b> 242/5 <b>20.19 [2]</b> 194/6 194/7 <b>200,000 [1]</b> 277/2 <b>2012 [2]</b> 28/16 29/1 <b>2017 [12]</b> 35/18 38/8 49/22 50/1 50/5 51/13 87/10 144/7 208/17 224/19 225/11 225/13 <b>2018 [1]</b> 49/22 <b>2019 [16]</b> 16/1 40/5 40/10 40/21 49/22 59/3 60/10 68/16 78/23 98/17 98/18 98/19 112/8 176/16 229/6 240/19 <b>2020 [52]</b> 1/14 4/1 41/4 47/17 47/21 49/22 50/14 50/20 51/16 52/10 52/25 53/9 57/11 93/4 115/9 134/19 146/17 148/4 148/18 151/4 151/18 158/4 161/9 164/17 165/5 165/6 166/6 168/11 169/21 171/20 180/8 183/20 205/11 210/16 211/13 212/14 212/25 218/20 225/16 230/19 233/17 233/18 234/12 248/13 248/16 248/22 248/23 248/25 250/4 250/15 269/9 270/17 <b>2021 [5]</b> 54/21 147/10 148/12 148/16 168/11 <b>2023 [2]</b> 6/18 42/2 <b>205.320 [1]</b> 162/16 <b>20th [3]</b> 46/15 48/19 186/23 <b>21 [1]</b> 147/24 <b>21st [5]</b> 176/16 215/22 216/8 240/19 261/4 <b>22nd [1]</b> 186/22 <b>23 [3]</b> 77/17 77/20 160/6 <b>23rd [1]</b> 134/18 <b>24 [2]</b> 55/6 89/22 <b>240,000 [1]</b> 122/11 <b>25 [7]</b> 75/19 77/18 77/21 77/22 77/24 77/25 194/5 <b>25 percent [2]</b> 31/16 31/17 <b>25th [2]</b> 149/19 151/8 <b>26 [1]</b> 194/7 <b>27 [2]</b> 82/18 144/7 <b>270 [1]</b> 24/23 <b>272 kilograms [1]</b> 96/2 <b>272,000 grams [2]</b> 96/9 213/23 <b>27th [10]</b> 35/18 41/3	87/9 91/3 94/11 94/12 94/16 95/6 99/4 228/14 <b>2:22 p.m [1]</b> 188/11 <b>2:24 p.m [1]</b> 188/11 <b>3</b> <b>3 percent [2]</b> 56/14 57/3 <b>3,000 [1]</b> 104/4 <b>3,084 [1]</b> 184/6 <b>3,084.86 [1]</b> 48/22 <b>3,240,000 [1]</b> 119/15 <b>3.3 [2]</b> 219/15 219/16 <b>3.4 million [3]</b> 219/15 219/16 255/5 <b>3.5 [2]</b> 56/19 255/5 <b>3.5 million [2]</b> 51/2 269/11 <b>3.7 [1]</b> 56/24 <b>30 [17]</b> 10/17 15/2 15/3 15/19 15/25 53/15 88/9 124/19 124/23 124/25 124/25 125/4 143/20 168/10 183/20 257/12 271/9 <b>30 feet [1]</b> 243/25 <b>30,000 [1]</b> 274/8 <b>300 [2]</b> 242/22 244/13 <b>30th [1]</b> 208/17 <b>31 [7]</b> 115/8 146/17 148/4 151/4 151/18 161/9 225/22 <b>31st [17]</b> 15/16 15/17 41/4 50/14 50/20 57/11 90/9 147/5 147/10 148/11 148/16 148/18 196/12 205/11 227/9 230/18 258/19 <b>32 [1]</b> 15/3 <b>33,187 [1]</b> 17/25 <b>34 [2]</b> 37/17 37/20 <b>340 megawatt [1]</b> 24/16 <b>350 [1]</b> 26/5 <b>3544 [1]</b> 79/1 <b>397,000 [1]</b> 15/15 <b>3C1 of [1]</b> 111/19 <b>3rd [10]</b> 53/19 153/5 171/4 171/23 202/23 211/13 215/8 233/18 240/12 270/17 <b>4</b> <b>4 and [1]</b> 66/5 <b>4 by [1]</b> 273/4 <b>4.1 [1]</b> 70/19 <b>40 [3]</b> 241/4 242/18 256/20 <b>40-foot [1]</b> 261/8 <b>40.430 [2]</b> 142/3 143/4 <b>43 [1]</b> 37/24 <b>49 percent [11]</b> 9/24 32/2 33/12 35/15 51/11 51/20 51/25 92/5 152/3 154/11 249/11 <b>4:38 p.m [1]</b> 280/4 <b>4:45 [1]</b> 199/22 <b>4th [18]</b> 44/8 58/10 58/12 58/13 59/3 59/6	60/11 68/16 68/19 68/24 158/2 169/21 215/5 215/14 240/12 242/18 242/24 262/2 <b>5</b> <b>5 are [1]</b> 66/5 <b>5.5 million [2]</b> 50/20 51/2 <b>5.9 [3]</b> 72/22 72/23 72/24 <b>50 [1]</b> 242/18 <b>50 feet [3]</b> 241/4 242/18 243/2 <b>50-foot [1]</b> 261/7 <b>500 [1]</b> 78/25 <b>51 percent [4]</b> 29/6 32/2 35/14 208/1 <b>51,937 [1]</b> 260/8 <b>5148 [23]</b> 18/1 26/23 42/17 42/18 64/1 65/15 114/4 119/13 120/5 219/5 219/6 221/7 221/11 222/21 231/12 231/23 233/3 233/11 240/13 240/16 254/5 255/13 258/4 <b>5212 [4]</b> 44/5 58/24 59/2 68/9 <b>5248 [1]</b> 219/3 <b>599,000 [1]</b> 119/22 <b>5th [2]</b> 215/16 240/13 <b>6</b> <b>6 feet [1]</b> 7/14 <b>6.1 [1]</b> 192/13 <b>60 [2]</b> 13/11 258/25 <b>60,000 [1]</b> 273/1 <b>60,769.94 [1]</b> 182/18 <b>60-something-thousan</b> <b>d [1]</b> 116/17 <b>601 [1]</b> 38/3 <b>65 [2]</b> 200/24 273/10 <b>6th [6]</b> 157/25 164/15 165/1 169/19 215/19 240/13 <b>7</b> <b>70 percent [1]</b> 13/11 <b>700,000 [2]</b> 122/12 122/23 <b>74 [1]</b> 93/17 <b>7th [2]</b> 42/10 180/12 <b>8</b> <b>8,000 [1]</b> 15/7 <b>8.02 [1]</b> 81/6 <b>8.3 [1]</b> 74/19 <b>8.4 [2]</b> 75/5 76/13 <b>8.4 at [1]</b> 76/11 <b>81 [4]</b> 35/17 35/22 36/10 221/20 <b>830 [1]</b> 184/3 <b>84 [1]</b> 37/19 <b>850 [1]</b> 184/3 <b>8560.42 [1]</b> 89/22 <b>871 [1]</b> 262/22 <b>88 [2]</b> 222/1 222/6 <b>89183 [1]</b> 281/12	<b>8th [9]</b> 52/10 52/25 53/9 180/8 211/24 212/6 212/14 212/25 234/12 <b>9</b> <b>9 again [1]</b> 100/20 <b>9 million [2]</b> 276/2 276/24 <b>9 says [1]</b> 99/16 <b>9,000 [1]</b> 26/4 <b>9.1 [1]</b> 76/15 <b>9.3 [1]</b> 76/18 <b>9.8 [1]</b> 76/24 <b>90 [7]</b> 53/13 81/10 81/11 143/16 143/19 192/15 241/16 <b>92 [1]</b> 222/13 <b>92,000 [1]</b> 125/5 <b>92,545.80 [1]</b> 125/7 <b>93 [2]</b> 36/14 222/12 <b>99 [1]</b> 222/13 <b>99 percent [1]</b> 241/16 <b>9:00 o'clock [2]</b> 254/22 278/19 <b>9:24 [1]</b> 4/1 <b>9:25 a.m [1]</b> 4/17 <b>9:26 a.m [1]</b> 4/17 <b>9th [3]</b> 185/11 185/21 211/24 <b>A</b> <b>a.m [4]</b> 4/1 4/17 4/17 118/20 <b>A009 [1]</b> 73/2 <b>A100 [1]</b> 95/5 <b>A14 [1]</b> 73/14 <b>A16 [1]</b> 76/15 <b>A23 [2]</b> 77/21 77/25 <b>A25 [2]</b> 69/15 70/3 <b>A34 [1]</b> 80/7 <b>A54 [1]</b> 84/13 <b>A60 [4]</b> 83/2 83/3 83/10 83/22 <b>A68 [3]</b> 85/6 85/14 85/15 <b>A69 [2]</b> 87/8 93/16 <b>A70 [2]</b> 87/14 87/14 <b>A71 [4]</b> 87/12 87/14 87/15 93/16 <b>A73 [1]</b> 89/17 <b>A78 [1]</b> 90/24 <b>A81 [1]</b> 91/16 <b>A86 [1]</b> 91/24 <b>A88 [2]</b> 36/20 92/8 <b>A89 [1]</b> 36/25 <b>A93 [2]</b> 37/3 92/6 <b>A99 [1]</b> 37/4 <b>AA [2]</b> 55/17 55/19 <b>abiding [1]</b> 267/23 <b>ability [5]</b> 44/9 97/15 209/13 237/2 272/23 <b>able [8]</b> 9/21 13/18 16/5 96/12 118/9 132/13 204/21 266/10 <b>about [118]</b> 10/1 16/20 18/4 25/8 26/4 26/5 27/16 27/25 28/4 28/14 28/22 28/25 30/11	30/12 30/17 30/20 31/10 32/16 35/9 38/17 39/3 39/10 44/2 44/13 45/23 46/22 50/7 51/8 51/17 57/25 58/10 58/23 59/17 60/10 64/23 73/17 74/9 75/6 78/8 84/22 88/4 90/15 95/2 95/17 104/23 110/24 116/1 116/22 118/16 122/12 123/3 123/18 123/20 125/7 127/4 127/21 130/4 132/23 137/5 140/3 153/7 158/16 159/6 165/18 166/14 166/14 166/25 172/17 172/18 172/19 175/4 175/5 179/10 179/10 183/20 185/3 185/11 187/20 192/22 194/5 197/19 202/3 203/11 206/3 213/4 213/8 213/13 213/14 213/25 214/2 214/13 215/3 224/18 224/19 227/25 233/9 234/2 241/4 242/14 243/2 243/2 243/23 244/7 250/24 254/20 255/18 256/2 259/24 261/23 262/5 262/24 266/12 266/17 269/6 271/2 275/1 276/9 279/21 <b>above [7]</b> 138/20 141/24 150/18 150/21 169/21 194/20 281/4 <b>ABOVE-ENTITLED [1]</b> 281/4 <b>above-referenced [1]</b> 150/21 <b>absent [1]</b> 167/2 <b>absolute [1]</b> 182/10 <b>absolutely [13]</b> 45/21 57/23 60/25 61/13 111/11 166/13 173/15 230/12 237/24 261/11 262/6 265/22 275/6 <b>abuse [2]</b> 45/14 262/19 <b>AC [2]</b> 132/15 135/10 <b>accept [3]</b> 42/11 169/22 186/4 <b>accepted [3]</b> 119/17 193/12 219/19 <b>access [1]</b> 61/25 <b>accessible [1]</b> 162/3 <b>accessing [1]</b> 64/4 <b>accommodate [2]</b> 68/4 154/1 <b>accommodated [1]</b> 62/3 <b>accommodation [1]</b> 169/7 <b>accompanied [1]</b> 241/10 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