

09/20/2021

Kevin J. Lane, Clerk
By: Rita Rodriguez

STATE OF CALIFORNIA

COURT

FOURTH APPELLATE DISTRICT

DIVISION ONE

**CERTIFIED
TRANSCRIPT**

UL CHULA TWO LLC,)	
	)	FROM SAN DIEGO COUNTY
Plaintiff and Appellant,	)	HON. RICHARD E.L. STRAUSS,
	)	JUDGE
vs.)	
	)	COURT OF APPEAL NO.:
CITY OF CHULA VISTA et al.	)	D079215
)	
Defendants and Respondents;	)	SUPERIOR COURT CASE
	)	NO.:
MARCH AND ASH CHULA VISTA,	)	37-2020-00041554-CU-MC-
INC., et al.,	)	CTL
)	
Real Parties in Interest)	
And Respondents.)	
)	

REPORTER'S APPEAL TRANSCRIPT

February 4, 2021

Volume 1 of 3

Pages 1 to 22

STEPHANIE Y. BRYANT, CSR NO. 13160
OFFICIAL REPORTER PRO TEMPORE
SAN DIEGO SUPERIOR COURT

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO - CENTRAL DIVISION
DEPARTMENT C-75 HONORABLE RICHARD E.L. STRAUSS

UL CHULA TWO LLC,)	
)	
Petitioner/Plaintiff,)	
	)	Case No.:
vs.	)	37-2020-00041554-CU-
	)	MC-CTL
CITY OF CHULA VISTA, a)	
California public entity;)	
CHULA VISTA CITY MANAGER, and	)	EX PARTE MOTION
DOES 1-20,)	
)	
Respondents/Defendants,)	
)	
MARCH AND ASH CHULA VISTA,)	
INC.; TD ENTERPRISE LLC; and)	
DOES 23 through 50,)	
)	
Real Parties In Interest.))	

REPORTER'S TRANSCRIPT - MS TEAMS

SAN DIEGO, CALIFORNIA

FEBRUARY 4, 2021

STEPHANIE Y. BRYANT, RPR, CSR NO. 13160
PRO TEMPORE REPORTER
SUPERIOR COURT OF SAN DIEGO

1 APPEARANCES:

2 For UL Chula Two LLC:

3 LEWIS BRISBOIS BISGAARD & SMITH LLP

4 BY: GARY K. BRUCKER

5 CARSON BAUCHER

6 550 West C Street, Suite 1700

7 San Diego, California 92101

8 (619) 699-4917

9 Gary.brucker@lewisbrisbois.com

10 For City of Chula Vista and Chula Vista City Manager:

11 COLANTUONO, HIGHSMITH & WHATLEY, PC

12 BY: ALENA SHAMOS

13 440 Stevens Avenue, Suite 200

14 Solana Beach, California 92075

15 (858) 682-3665

16 Ashamos@chwlaw.us

17 For March and Ash Chula Vista, Inc.:

18 ALLEN MATKINS

19 BY: HEATHER S. RILEY

20 600 West Broadway, Suite 2700

21 San Diego, California 92101

22 (619) 233-1155

23 Hriley@allenmatkins.com

24 For TD Enterprise LLC:

25 TencerSherman LLP

26 BY: PHILIP C. TENCER

27 12520 High Bluff Drive, Suite 240

28 San Diego, California 92130

(858) 408-6900

Sam@TencerSherman.com

1 SAN DIEGO, CALIFORNIA; THURSDAY, FEBRUARY 4, 2021

2 9:46 A.M.

3 -o0o-

4 THE CLERK: Next item, Item No. 5, UL Chula
5 Vista -- I'm sorry -- UL Chula Two versus City of Chula
6 Vista. This matter is being reported.

7 May we have --

8 MR. BRUCKER: This is Gary Brucker for the
9 petitioner, UL Chula Two. With me on the line is my
10 colleague Carson Baucher.

11 MS. SHAMOS: Good morning, your Honor.

12 Alena Shamos for City of Chula Vista and
13 Chula Vista City Manager.

14 MS. RILEY: Good morning, your Honor.

15 Heather Riley of Allen Matkins, on behalf of
16 March and Ash Chula Vista, Inc.

17 THE CLERK: Do we have Mr. Philip Tencer?

18 MR. TENCER: Yes. Good morning, your Honor.

19 Philip Tencer on behalf of real party in
20 interest TD Enterprise.

21 THE CLERK: That's it, your Honor.

22 And, your Honor -- just to confirm, do we have
23 the court reporter?

24 THE REPORTER: Yes. I am here.

25 Stephanie Bryant, court reporter. Thank you.

26 THE CLERK: Thank you.

27 THE COURT: All right. I'm going to ask that
28 everybody -- we're having trouble with the audio. If

1 everybody, please, would refrain from using
2 speakerphones or the headset and use -- I think that
3 will help us.

4 All right. Mr. Brucker?

5 MR. BRUCKER: Thank you, your Honor.

6 Can you hear me okay?

7 THE COURT: Yes.

8 MR. BRUCKER: Okay. So the reason we're here
9 today, your Honor, is shortly after our filing our
10 petition, which seeks injunctive relief to stop all
11 licenses for retail storefronts in the city of
12 Chula Vista, the City and I began a dialog, extensively,
13 where the City suggested an idea of simply staying
14 the --

15 THE REPORTER: I'm sorry, Counsel -- I'm sorry,
16 Counsel. This is your court reporter. Is it only me?
17 It sounds very broken up.

18 THE COURT: No. It's -- he's breaking up to
19 me, too.

20 MR. BRUCKER: How is this? Can you guys hear
21 me okay?

22 THE COURT: Can now. Let's see how it goes.

23 MR. BRUCKER: Okay. All right. Thank you.

24 Following discussion with the City, we spent
25 approximately -- almost two months, trying to work out a
26 stipulated stay to preserve the status quo.
27 Three-fourths of the parties on the line were open to a
28 stay of licensing till the merit hearings. Real party

1 TD opposed.

2 When we filed our motion for injunctive relief,
3 which is scheduled to be heard on April 30th, following
4 the filing, we asked all the parties for a short-term
5 stipulated stay until April 30th. Again, three-quarters
6 of the parties on the line were agreeable; TD opposed.
7 TD opposed, believing it's not a real party because it's
8 believed it should be granted a license for (inaudible.)

9 THE REPORTER: I'm sorry, Counsel. The last
10 thing, Counsel, you said "they believed should be" --

11 MR. BRUCKER: TD believed that it was not a
12 real party, and that should (inaudible.)

13 THE REPORTER: I'm sorry, Counsel. Counsel --
14 I apologize to everybody, but it's breaking up, and I'm
15 missing a little bit.

16 THE COURT: It is breaking up.

17 MR. BRUCKER: Not sure if I can speak clearer,
18 or what's going on.

19 Can anybody else not hear me?

20 MR. TENCER: Yes. We can't hear you, as well.
21 You keep breaking -- there's parts that are missing, of
22 your speech.

23 MR. BRUCKER: Okay. Should I try to call back
24 into CourtCall?

25 THE COURT: We can try that.

26 MR. BRUCKER: Okay. I apologize, your Honor.
27 I'll be right back.

28 (Brief pause in proceedings.)

1 THE CLERK: CourtCall Operator, recalling the
2 matter of UL Chula Two versus City of Chula Vista.

3 May we have appearances again?

4 MR. BRUCKER: This is Gary Brucker again. I
5 apologize for the bad connection.

6 MS. SHAMOS: Good morning.

7 This is Alena Shamos for Chula Vista and the
8 city manager, again.

9 THE COURT: Good morning.

10 MR. TENCER: Good morning.

11 This is Philip Tencer for real party in
12 interest TD Enterprise.

13 THE COURT: Good morning.

14 MS. RILEY: And this is Heather Riley -- and
15 this is Heather Riley of Allen Matkins, on behalf of
16 March and Ash.

17 THE COURT: All right. Is that everybody?

18 THE CLERK: Do we have Mr. Carson Baucher?

19 MR. BAUCHER: Yes. Carson Baucher, for the
20 petitioner, as well.

21 THE CLERK: Thank you.

22 THE COURT: All right. Okay.

23 MR. BRUCKER: And I apologize, again, everyone.

24 THE COURT: That's all right.

25 THE CLERK: Your Honor, may we confirm -- do we
26 still have the court reporter?

27 THE REPORTER: Yes. I am here. Thank you.

28 THE CLERK: Thank you.

1 THE COURT: All right. Everybody, if at any
2 time you can't hear clearly, please let us know that.

3 All right. Let's go back. And there was a
4 discussion of the parties trying to work out a temporary
5 order, a stay. Go ahead and tell me about that.

6 MR. BRUCKER: Yes. Thank you, your Honor.

7 This is Gary Brucker for the petitioner.

8 So after much back-and-forth, we had
9 essentially four of the four parties on the line
10 agreeable to a stay of licensing until April 30th, when
11 our injunction motion was to be heard. The only real
12 dispute was whether it should be a stay of one or two
13 licenses, and so that is why we're here today.

14 And then I know, also, several parties opposed
15 our ex parte, concerned that the language, the scope of
16 the relief we're seeking is too unclear or too broad.
17 I've told counsel for the City, when we spoke, that we
18 are perfectly okay narrowing the scope of the TRO to
19 just the issuance of the license. And so there
20 shouldn't be any ambiguity as to what would or would not
21 be barred.

22 So as to whether it should be a stay of one or
23 two licenses, I'll start with a brief discussion of the
24 merits. And mostly that we argue the City erred in
25 applying its own code, critically. Nobody, in opposing
26 our ex parte, argued that the City did not err, that the
27 City properly interpreted its own code. The only real
28 substantive argument that I can see was that the City is

1 entitled to deference in interpreting its City code.
2 While true, the ultimate decision is for the Court.

3 As for the harm, the City believes that will be
4 monetary. But the City ignores two critical points:
5 First, as the Court is aware, UL Chula is a new
6 business. New businesses, when suing for lost profits,
7 typically don't get them because they're being too
8 speculative. And so monetary damages really is not an
9 appropriate remedy.

10 Second, as we explained in our ex parte, real
11 party TD made a very good argument for us, which is it
12 should only be a stay of one license. Because if you
13 were to stay a second license, which would impede real
14 party TD Enterprise, it would harm TD Enterprise because
15 it wouldn't be going to market with the other
16 competitors in the City.

17 The same is true for us, your Honor. We were
18 the original District 1 applicants. We were
19 high-scoring District 1 applicants. We were rejected on
20 a ground we believe to be unlawful, and but for that
21 rejection, there would be no question as to who would
22 have been proceeding first -- first to market.

23 And that matters. It matters because we have
24 issues of brand loyalty. We have -- once a customer
25 finds a retail outlet that they like, they tend to stay
26 there. And everyone knows it's important, and no one
27 can seriously argue that it is not. And so that is why
28 we believe a stay of all licenses in District 1 is

1 appropriate.

2 And again, we -- our preliminary injunction --
3 excuse me -- our petition originally filed the stay
4 throughout the entire city. But we've limited that to
5 just District 1.

6 And the final thought, your Honor, is although
7 we believe petitioner is entitled to a TRO, that's not
8 the only relief we ask for. We ask, in the alternative,
9 to move up the April 30th hearing so that we could, if
10 necessary, have a more fuller and fair briefing on the
11 merits on preliminary injunction.

12 Nobody opposes that alternative request. We
13 may not need that, if we get the TRO and can have
14 briefing on April 30th, but that's an alternative option
15 for the Court to consider.

16 Thank you.

17 THE COURT: All right. Anybody else?

18 MS. SHAMOS: Your Honor, Alena Shamos for the
19 City.

20 As a preliminary matter, this is an ex parte.
21 We did not get an opportunity to get into the full
22 merits of our argument. That does not imply that
23 there's some sort of concession with respect to the
24 City's exercising discretion.

25 The other thing is that all the parties seem to
26 be in agreement as to a narrower scope of the TRO. So
27 getting into all of these side issues on the merits, it
28 doesn't seem to be productive, although it is not within

1 my discretion to decide that.

2 The other thing, your Honor, is that the
3 February 19th date that was proposed by petitioner
4 creates a very short window for full briefing, should
5 that be selected. It's an extreme order shortening
6 time, and just because petitioner has filed their full
7 preliminary injunction papers does not mean that that
8 affords the remaining parties sufficient time to brief
9 all of the issues.

10 Thank you, your Honor.

11 THE COURT: All right. Anybody else have a
12 comment?

13 MR. TENCER: Thank you, your Honor. This is
14 Philip Tencer on behalf of TD Enterprise.

15 The one thing that plaintiff's counsel has left
16 out is the key Supreme Court decision. And the
17 Supreme Court has explained that. The scope of
18 preliminary relief that a party would be entitled to is
19 necessarily limited by the scope of relief likely to be
20 obtained at the trial on the merits.

21 In this situation, they're seeking to halve one
22 license into two licenses in District 1. There's no way
23 they could ever get two licenses. And as such, the
24 scope of the relief they're entitled to preliminarily is
25 limited to one license only, not two licenses. And so
26 their request is simply overbroad, as the Supreme Court
27 explained.

28 I don't know if you got our briefs we had

1 delivered last month, but the case is Common Cause
2 versus Board of Supervisors, 49 Cal.3d 432 at 442.

3 THE COURT: All right. It's --

4 MS. RILEY: Your Honor, this is Heather Riley.

5 THE COURT: Go ahead.

6 MS. RILEY: This is Heather Riley of
7 Allen Matkins.

8 I just wanted to reiterate that --

9 THE REPORTER: I apologize, Counsel. Counsel,
10 this is your court reporter. I'm having a little bit of
11 trouble hearing you.

12 Can I have you maybe move away from the mic?

13 MS. RILEY: Can you hear me now?

14 THE REPORTER: I can hear you. It just sounds
15 very muffled.

16 MS. RILEY: Can you hear me now?

17 THE REPORTER: Yes.

18 MS. RILEY: Okay. I'll try and turn my phone
19 up, then. I apologize.

20 Is that better?

21 THE REPORTER: I think so.

22 THE COURT: That's better.

23 MS. RILEY: Okay. I just wanted to reiterate a
24 point Ms. Shamos made, that just because March and Ash
25 did not engage on the merits in the TRO does not mean
26 that we conceded any points on the merits of the actual
27 matter.

28 If the Court has any questions for us, we're

1 available for those, but we submit on the papers,
2 otherwise.

3 THE COURT: All right. Well, let me ask this:
4 Why does there need to be a stay as to two licenses when
5 there's really only one at issue?

6 MR. BRUCKER: Your Honor, again, this is
7 Gary Brucker.

8 And to answer that question, the harm from not
9 preserving the status quo is the issue. What we are
10 seeking to do is to right the ship, which would be us
11 being first in line for our license and first in line to
12 open.

13 This isn't a case where there was two
14 District 1 applicants who were awarded at the same time;
15 this is a case where we would be prevailing -- or
16 first-place District 1 applicants, and the real party
17 failed, in their respective districts, to get a license.
18 Only after we were picked did the City invite them to
19 move to District 1, a place that they did not intend,
20 originally, to be at.

21 And so if one license is issued while we go
22 through this process, by the time we get our process
23 completed, if we prevail and we open, we will be six
24 months, a year, a year and a half behind. At that point
25 in District 1, the business will already be gone. The
26 ability to have true relief will be gone. To preserve
27 the status quo, it needs to preserve it as it is, which
28 is there is no licenses now in District 1.

1 The status quo at this time is that there are
2 no licenses. So to preserve the status quo isn't to
3 preserve one license; it's to preserve that there are no
4 licenses.

5 And one quick point to counsel for the City's
6 comment: February 19th was an ideal date. Doesn't have
7 to be the date. We are flexible. We have flexibility
8 there.

9 THE COURT: Well, we can give you an earlier
10 date than April 30th. We can go to March 26th, if that
11 will help.

12 MR. BRUCKER: Your Honor, an earlier date, of
13 course, would be preferable, but that is still
14 approximately two months from now, during which point we
15 don't necessarily have a stay.

16 Would we be able to perhaps advance the hearing
17 date to March 26th, as you suggest, but then also have
18 the short-term stay of the licenses until March 26th so
19 that everyone's only working off of a stay for about
20 seven weeks or so?

21 THE COURT: Anybody have any thoughts about
22 that?

23 MR. TENCER: Philip Tencer on behalf of
24 TD Enterprise.

25 Again, they haven't met the burden with respect
26 to having it narrow enough, and changing dates to
27 something smaller, in fact, prejudices my client.

28 You know, he talks of this District 1 as in

1 isolation, while, in fact, the City of Chula Vista has
2 four districts. And one of the locations in District 3
3 is less than a mile from the location in which my client
4 intends to eventually open a store.

5 So that's the reason why we told them
6 originally that we wouldn't be willing to stipulate to
7 it, because his argument is that he's prejudiced by the
8 delay in opening up the store. And the same holds true
9 for my client, who -- there's no issue here. So that's
10 the concern.

11 THE COURT: Anybody else?

12 MR. BRUCKER: So, your Honor, Gary Brucker for
13 the petitioner.

14 I understand the concern of TD. Were the shoe
15 reversed, as I told him on the phone, I don't think --

16 THE REPORTER: I'm sorry, Counsel. Can I have
17 you repeat that? I apologize, Counsel. You sound
18 muffled.

19 MR. BUCKNER: Sure.

20 THE REPORTER: Can I have you repeat that?

21 MR. BRUCKER: Were the shoe on the other foot,
22 I believe that I would be arguing this position --

23 THE REPORTER: I'm sorry, Counsel. Counsel, I
24 apologize. Perhaps if other people that aren't speaking
25 would mute their mic, it would be helpful.

26 MR. BRUCKER: I believe that if we could take
27 the April 30th date and move it to March 26th with a
28 stay of licensing, that would work for everyone with

1 the Court making the determination and decision today
2 whether to do one or two licenses. And I think that's
3 the umpire's role here, where everyone is on board with
4 the stay except for one or two. And you've heard the
5 arguments for one or two.

6 And so we would love for the Court to make a
7 ruling on that. And as long as the Court's made that
8 ruling and there's some sort of a stay, March 26th works
9 well for, I believe, us and, hopefully, everyone else.

10 MS. SHAMOS: Your Honor, my apologies. This is
11 Alena Shamos for the City and the city manager.

12 I wanted to clarify that to the extent that
13 there will be a stay, it needs to be narrow and specific
14 so that the City knows what it needs to do. A proposed
15 language for some sort of stay within the draft
16 stipulation that was attached as an exhibit to my
17 declaration in support of the opposition -- that was
18 language that was being circulated among the parties.

19 The manner in which the stay is currently
20 drafted, as Mr. Brucker acknowledged, is quite broad.
21 And he did state that he was willing to narrow that. So
22 to the extent that a stay is issued, it really needs to
23 be quite specific as to just issuance.

24 THE COURT: Mr. Brucker, can you narrow it?

25 MR. BRUCKER: Absolutely, your Honor.

26 I believe if the Court were to determine the
27 one-or-two license issue, that we could circulate a
28 proposed order that everybody could deal with. Because

1 I believe that was the only hiccup.

2 THE COURT: All right. I don't know that it's
3 going to do any harm to have the stay apply to two
4 licenses. You indicate that would maintain the status
5 quo. It's difficult for me to -- I mean, it's obvious
6 everybody is concerned about somebody having an
7 advantage in the market, but I don't have any real facts
8 about that, or what the market would be, or if there is
9 any market.

10 Nevertheless, I would be willing to issue a
11 limited stay to March 26th for two licenses. As best I
12 can tell, that's the closest we'd get to status quo.
13 Now, you're going to have to work out the language of
14 the stay.

15 MR. BRUCKER: Your Honor, this is Gary Brucker
16 for petitioner.

17 Thank you. I believe we can. I believe that
18 in addition, the parties were working on a stipulated
19 briefing schedule for the merits hearing, and I would
20 suggest, with the Court's guidance on the stay today,
21 that the parties can prepare and submit a
22 stipulation/proposed order that would have a briefing
23 schedule for the March 26 preliminary injunction, issue
24 a narrow stay until then, and then have a briefing
25 schedule for the merits-based hearing, so that everyone
26 is working in an orderly fashion together. I think if
27 the other counsel would agree, we can work on that very
28 quickly.

1 MS. SHAMOS: Your Honor, this is Alena Shamos.
2 That is consistent with the City's intent in
3 trying to negotiate a stipulation regarding a schedule
4 in the first place.

5 MS. RILEY: Your Honor, this is Heather Riley.
6 That's acceptable to March and Ash.

7 MR. TENCER: Your Honor, this is Philip Tencer
8 on behalf of TD Enterprise.

9 I guess the question is what happens if the
10 parties aren't able to agree on the scope of the stay?

11 THE COURT: Say that again. I couldn't clearly
12 hear you.

13 MR. TENCER: Of course.

14 What happens if the parties are unable to agree
15 as to the scope of the stay?

16 THE COURT: You could come back on and we'll
17 have a discussion about it.

18 The City needs to know specifically what the
19 limitations are going to be, so they don't inadvertently
20 violate it. So it needs to be clear. I think you ought
21 to be able to work that out.

22 As to the briefing, can't you do that per code?

23 MR. BRUCKER: Your Honor, Gary Brucker for
24 petitioner.

25 Yes, we could do a briefing per code. We do
26 have time for that for March 26th. The administrative
27 hearing -- you know, it's a lot more involved. A lot
28 more work goes into it, and it was the parties' belief

1 that we would have enough time to do a good briefing
2 schedule to provide our best, clearest work.

3 THE COURT: All right. Well, we'll take a look
4 at whatever you come up with, but I believe the motion's
5 been filed, hasn't it?

6 MR. BRUCKER: The motion has been filed for the
7 preliminary injunction. We can re-notice it for the
8 26th --

9 THE COURT: Right.

10 MR. BRUCKER: -- and that's fine. It's the --
11 there's been no moving papers for the merits-based
12 hearing, which -- we have a mid-June hearing date at the
13 moment.

14 THE COURT: That's right. That's June 18. So
15 that can all go by code, too.

16 MS. SHAMOS: Your Honor, this is Alena Shamos
17 for the City.

18 The parties have already discussed a proposed
19 briefing schedule for that hearing, and it makes sense
20 to do the preliminary injunction per code. However, we
21 would like to submit to your Honor some proposed dates
22 in the stipulation for the merits-based hearing, to see
23 if those types of -- if the precise schedule that's
24 proposed would be most convenient for the Court.

25 THE COURT: Well, our concern is when we get --
26 how far ahead of the hearing will we have the last
27 pleading?

28 MS. SHAMOS: I think we gave the Court quite a

1 bit of time. I need to take a quick look at that. But
2 I think it was about -- it was in excess of what would
3 be an ordinary reply, which was five court days. So it
4 was more than that.

5 THE COURT: All right. And what about the
6 record?

7 MS. SHAMOS: We're in the process of working
8 with the petitioner's counsel regarding the record, and
9 that's part of what is still blank in the proposed
10 stipulation. We sent a draft record to petitioner, and
11 are hoping to work that out.

12 THE COURT: All right. Well, of course, we
13 need that.

14 All right. Does that answer the questions for
15 today?

16 MR. BRUCKER: For petitioner, yes, your Honor.
17 Thank you.

18 THE COURT: All right.

19 MS. SHAMOS: For March and Ash, yes,
20 your Honor. Thank you.

21 THE COURT: All right. Thank you.

22 MR. TENCER: Yes, your Honor.

23 THE COURT: The next thing, then, will be --
24 the next hearing, then, will be March 26.

25 Thank you, everybody.

26 MS. SHAMOS: Thank you, your Honor.

27 MR. BRUCKER: Thank you, your Honor.

28 MR. BAUCHER: Your Honor, will that be at

1 9 a.m.? The March 26th hearing?

2 THE COURT: Yes. 9:00 a.m.

3 MR. BAUCHER: This is Carson Baucher, for
4 petitioner.

5 THE COURT: Yes.

6 MR. BAUCHER: Thank you.

7 THE COURT: Thank you.

8 (Proceedings concluded at 10:21 a.m.)

9 -o0o-

1 STATE OF CALIFORNIA)
2 :
3 COUNTY OF SAN DIEGO)

4 UL CHULA TWO LLC
5 vs.
6 CITY OF CHULA VISTA, a California public entity; CHULA
7 VISTA CITY MANAGER, and DOES 1-20

8
9 CASE NO. 37-2020-00041554-CU-MC-CTL

10 I, Stephanie Y. Bryant, Certified Shorthand
11 Reporter licensed in the State of California, License
12 No. 13160, hereby certify:

13 I reported stenographically the proceedings had
14 in the above-entitled cause, and that the foregoing
15 transcript is a full, true, and correct transcription of
16 my shorthand notes taken during the proceedings had on
17 February 4, 2021.

18
19 Dated at San Diego, California, on
20 September 9, 2021.

21
22 
23
24 Stephanie Y. Bryant, CSR No. 13160
25
26
27
28