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6 Attorneys for James C. Sell, Receiver

7
8 **SUPERIOR COURT OF ARIZONA**
9 **MARICOPA COUNTY**

10 ARIZONA CORPORATION
11 COMMISSION

12 Plaintiff,

13 v.

14 MATHON MANAGEMENT COMPANY,
15 L.L.C., fka an Arizona limited liability
16 company now dba a Delaware limited
17 liability company, SLADE WILLIAMS AND
18 ASSOCIATES, L.L.C., an Arizona limited
19 liability company, MATHON FUND I,
20 L.L.C., an Arizona limited liability company,
21 MATHON FUND, L.L.C., fka an Arizona
22 limited liability company now dba a
23 Delaware limited liability company,
24 INTEGRITY101, L.L.C., an Arizona limited
25 liability company, INTEGRITY 201, L.L.C.,
26 an Arizona limited liability company,
27 INTEGRITY 301, L.L.C., and Arizona
28 limited liability company, INTEGRITY401,
L.L.C., an Arizona limited liability company,
INTEGRITY 501, L.L.C., an Arizona limited
liability company, INTEGRITY 601, L.L.C.,
an Arizona limited liability company,
INTEGRITY 701, L.L.C., an Arizona limited
liability company, INTEGRITY 801, L.L.C.,
an Arizona limited liability company,
INTEGRITY 901, L.L.C., an Arizona limited
liability company, ROUND VALLEY
CAPITAL, L.L.C., an Arizona limited
liability company, W.S.F. – WORLD
SPORTS FANS, L.L.C., an Arizona limited
liability company, MILL CREEK, L.L.C., an
Arizona limited liability company,
BELLEVUE HOLDINGS, L.L.C., an

Case No. CV 2005-005484

**MOTION TO AUTHORIZE
SETTLEMENT WITH
TMC PARTNER, L.P.**

(Assigned to the Honorable
Barry C. Schneider)

JABURG & WILK, P.C.
ATTORNEYS AT LAW
3200 NORTH CENTRAL AVENUE
SUITE 2000
PHOENIX, ARIZONA 85012

1 Arizona limited liability company, OAK
2 HARBOR FINANCIAL, L.L.C., an Arizona
3 limited liability company, SW STRATEGIC,
4 WEALTH ADVISORS, L.L.C., an Arizona
5 limited liability company, EVERETT
6 CAPTIAL, L.L.C., an Arizona limited
7 liability company, CRE CAPITAL, L.L.C.,
8 an Arizona limited liability company,
9 MEZZANINE MANAGEMENT, L.L.C., an
10 Arizona limited liability company,
11 MEZZANINE FUND I, L.L.C., an Arizona
12 limited liability company, JONAS FUND I,
13 L.L.C., an Arizona limited liability company,
14 TEMPLAR FUND L.L.C., fka an Arizona
15 limited liability company now dba a
16 Delaware limited liability company,
17 MERCER ISLAND, L.L.C., an Arizona
18 limited liability company, CONNECTICUT
19 PROPERTIES, L.L.C., an Arizona limited
20 liability company, FIRST ATLANTA
21 INVESTMENTS, L.L.C., a Georgia limited
22 liability company, MM COLONIAL FUND,
23 L.L.C., a Delaware limited liability company,
24 SLADE CONSTRUCTION, L.L.C., an
25 Arizona limited liability company,
26
27 DUANE SLADE and JENNIFER SLADE,
28 husband and wife, GUY ANDREW
WILLIAMS and LISA WILLIAMS, husband
and wife,

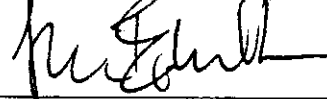
Defendants.

James C. Sell, the State Court appointed Conservator in the above-referenced matter, through counsel of record undersigned, hereby requests that this Court enter an order authorizing the Conservator to enter into the Settlement Agreement, as more fully set forth in the transcript of hearing in Mathon Fund I, L.L.C., v. TMC Partner, L.P., et al., which is attached hereto as Exhibit "A" and incorporated herein in its entirety by reference.

This Motion is based upon the following Memorandum and Points and Authorities

1 DATED this 9th day of May, 2005.

2 JABURG & WILK, P.C.

3 

4 Lawrence E. Wilk
5 Attorneys for James C. Sell

6
7 MEMORANDUM OF POINTS AND AUTHORITIES

8 I. Procedural Background

9
10 1. On or about April 1, 2005, the Arizona Corporation Commission caused to
11 be filed, in the Superior Court in and for the State of Arizona, a Verified Complaint in the
12 above-captioned matter against numerous individual defendants and entities, seeking the
13 appointment of a Receiver over the named Defendants.

14 2. On April 1, 2005, this Court issued its Order appointing James C. Sell
15 Receiver for the approximately 30 entities named in the Receivership complaint.

16 3. Subsequently, after notice and hearing, the Court on April 14, 2005 issued
17 its Order approving the Stipulation Regarding Order Appointing Conservator, in which
18 the title of James C. Sell was changed from Receiver to Conservator (hereinafter, the
19 "Conservatorship Order"). The rights and obligations of the Conservator remained
20 identical to those of the Receiver.

21 4. Paragraph 18 of the Conservatorship Order provides as follows:

22 18. The Conservator shall be authorized to compromise or
23 adjust obligations which may be owed to the Conservatorship
24 estate. The Conservator shall seek and obtain the approval of
25 the Court for the proposed compromise or settlement. Court
26 approval may be sought on an expedited basis.

27 5. Paragraph 19 of the Conservatorship Order provides as follows:

28 19. The Conservator is authorized to liquidate Conservatorship
Assets, as may in his discretion be advisable. The
Conservator shall first seek and obtain the approval of the
Court for the proposed sale. Court approval may be sought on
an expedited basis.

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6. In pursuit of his duties under the terms of the Conservatorship Order, the Conservator has reviewed agreements that were entered into by previous management, and has determined that certain agreements should be ratified, and that Court Orders be obtained to facilitate these agreements.

7. The Conservator requests authority to enter into, and consummate, an agreement with TMC Partner, L.P., as more fully set forth hereinafter.

II. Factual Background

1. On or about August 29, 2003, TMC Partner, L.P., David E. Baker, III, Richard J. Swartz, Richard J. Connell and TMC Development, Inc., (the "Borrowers"), entered into a Promissory Note in the amount of \$17,000,000, in favor of the Conservatorship Estate. TMC Partner, L.P. failed to pay in accordance with the terms of the Note. As of January 31, 2005, there is an outstanding balance of principal, interest and late fees of \$24,090,427.49. \$11,926,500 was actually funded to the borrower, exclusive of commissions and loan charges.

2. In order to enforce its claim, and prior to appointment of the Conservator, Mathon Fund I, L.L.C. initiated an action in the State of Connecticut, Superior Court Judicial District of New Britain, at New Britain, seeking strict foreclosure of its interest in certain real property securing the loan and comprised of 32.6 acres in Connecticut.

3. Prior to the appointment of the Conservator, a settlement was negotiated, as more fully set forth in detail in Exhibit "A" attached hereto. The settlement required the payment of \$150,000 on or before April 18th at 5 p.m. The Conservator has confirmed that this payment has been received.

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4. The settlement further requires that on or before May 20, 2005, the Borrowers shall pay the remaining balance of \$12,650,000 to fully satisfy the Note.

5. The Borrowers dispute the amounts that are owing. The Conservator and Borrowers have agreed to attempt to resolve the disputes by entering into the agreement as set forth herein. In the event that Borrowers fail to comply with the terms of the agreement, the Conservator reserves all of its claims and the right to reinstitute the action that is currently pending, and to seek such other and further damages as may be incurred by the Conservatorship Estate. Based upon the agreement, in the event that the Borrowers do not perform, the Borrowers forfeit the \$150,000, but reserve all rights and defenses that they may have had as of the date of entering into this settlement.

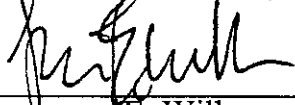
6. Assuming compliance with the settlement agreement, payment of \$12.8 million will be received on or before May 20, 2005.

7. After reviewing the records of the Conservatorship Estate, the Conservator believes it is in the best interest of the Estate, its investors and creditors to enter into the proposed agreement.

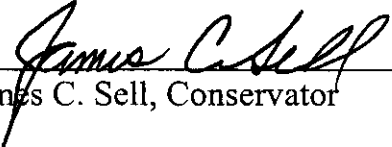
WHEREFORE, the Conservator respectfully requests that this Court issue an Order authorizing the Conservator to enter into, and to execute all documents necessary to facilitate, the settlement set forth herein.

1 DATED this 9 day of May, 2005.

JABURG & WILK, P.C.



Lawrence E. Wilk
Attorneys for James C. Sell



James C. Sell, Conservator

8 ORIGINAL filed and COPY
9 of the foregoing faxed this
10 11/4/07 day of May, 2005 to:

11 The Honorable Barry C. Schneider
12 MARICOPA COUNTY SUPERIOR COURT
13 101 West Jefferson, CCB 13A
14 Phoenix, Arizona 85003-2243

15 COPIES of the foregoing mailed
16 this 11/4/07 day of May, 2005 to:

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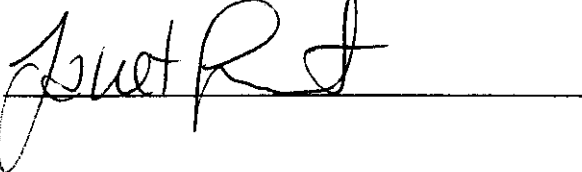
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EXHIBIT “A”

1 No. CV04-4002534 S : STATE OF CONNECTICUT
 2 MATHON FUND I, LLC : SUPERIOR COURT
 3 v. : JUDICIAL DISTRICT OF
 4 TMC PARTNER, L.P., et al : NEW BRITAIN AT NEW BRITAIN
 5 _____ : March 21, 2005

6
7

8 B E F O R E:

9 The Honorable George Levine, Judge

10

11 A P P E A R A N C E S:

12 On behalf of the Plaintiff:

13 Cohen & Wolf
 14 1115 Broad Street
 15 P.O. Box 1821
 16 Bridgeport, CT 06601-1821

17 BY: Jonathan S. Bowman, Attorney at Law

18 Also present: Rachel A. Lieberfarb

19 On behalf of the Defendants:

20 Levy & Drowney
 21 Pond View Corporate Center
 22 74 Batterson park Road
 23 Farmington, CT 06032

24 BY: Jeffrey J. Mirman, Esquire

25

26 DONNA L. PELUSO

27 COURT REPORTER/MONITOR.

1 (In open court.)

2 THE COURT: All right. Good afternoon, everyone.
3 We're here in the matter of Mathon Fund, M-a-t-h-o-n,
4 Mathon Fund I, LLC v. TMC Partners, L.P. It's
5 CV04-4002534. Now, will counsel identify themselves
6 for the record.

7 MR. BOWMAN: Jonathan Bowman and Rachel
8 Lieberfarb, from Cohen and Wolf, for the plaintiff.

9 MR. MIRMAN: Jeffrey Mirman, from Levy & Droney
10 for the defendants.

11 THE COURT: All right. Now, there's several other
12 people in attendance here. Will you all identify
13 yourselves, please.

14 MR. STANDAGE: Edward Standage, for Mathon.

15 THE COURT: Do you want to spell your name, sir?

16 MR. STANDAGE: S-t-a-n-d-a-g-e.

17 MR. SWARTZ: Richard Swartz, from TMC Partners.
18 S-w-a-r-t-z.

19 THE COURT: All right. And you, sir?

20 MR. BAKER: David Baker, TMC Partners, President.

21 THE COURT: All right.

22 MR. THOMPSON: Christopher Thompson, Esquire,
23 nonparty.

24 THE COURT: A what?

25 MR. THOMPSON: A nonparty.

26 THE COURT: A nonparty. Okay.

27 MONITOR: Would you say your last name again for

1 me, sir.

2 MR. THOMPSON: Thompson.

3 THE COURT: All right.

4 MR. MIRMAN: And just so we're clear, Your Honor,
5 Mr. Baker and Mr. Swartz are also individual defendants
6 in this matter.

7 THE COURT: Okay. Now, I understand that a
8 ~~settlement agreement~~ has been reached in this case?

9 MR. BOWMAN: Yes, Your Honor.

10 MR. MIRMAN: Yes, Your Honor.

11 THE COURT: And it's the desire and intent of the
12 parties that it be put on the record, and that
13 thereafter it will be summarily enforceable under the
14 Audubon Parking case and its progeny?

15 MR. BOWMAN: You mean by contempt?

16 THE COURT: Yes, sir.

17 MR. BOWMAN: That's acceptable to the plaintiff.

18 MR. MIRMAN: Your Honor, I don't think any of the
19 terms of the agreement contemplate that it, that a
20 contempt would be appropriate by virtue of -- in the
21 event, for example, that a default is -- and the
22 payment is made, the agreement contemplates what will
23 happen.

24 THE COURT: Right. But there's no way, I think
25 that it's got to be enforceable by the court.

26 MR. MIRMAN: I think by its terms, it's
27 enforceable. I'm concerned about, about contempt. For

1 example, if the settlement sum is not paid by the date
2 contemplated, contempt is not what's called for but the
3 parties are back, essentially, to where we are today,
4 with the forfeiture of the deposit --

5 THE COURT: Well, the agreement covers that.

6 MR. MIRMAN: Right. So there's --

7 THE COURT: But, but what I'm saying is, if
8 there's a breach of the agreement -- well, for example,
9 as I understand it, one of the terms of the agreement
10 is that if the defendant, defendants fail to pay the
11 plaintiff the sum of a hundred and fifty thousand
12 dollars not later than April 18 of this year. That
13 they will waive all their defenses to the foreclosure
14 action, and they will not contest the amount of the
15 debt that is submitted by the plaintiffs in the
16 foreclosure action. And that, simultaneously, the
17 plaintiffs will be barred from seeking a deficiency
18 judgment against any defendant.

19 MR. MIRMAN: You're saying --

20 THE COURT: I think those terms have to be
21 enforceable by contempt.

22 MR. MIRMAN: That's, so what you're suggesting
23 then is that if, for example, the defendants, upon
24 having failed to make the payment of a hundred and
25 fifty thousand, do contest, that would be punishable by
26 contempt?

27 THE COURT: Right.

1 MR. MIRMAN: Or if the plaintiff conversely sought
2 to --

3 THE COURT: Exactly.

4 MR. MIRMAN: -- seek a deficiency, that would be
5 punishable by --

6 THE COURT: Well, I think any breach of it --

7 MR. MIRMAN: With that understanding --

8 THE COURT: -- any breach of the agreement, which,
9 for which there's not an expressed remedy in the
10 agreement, will be summarily enforceable by contempt.

11 MR. MIRMAN: With that understanding, we're on the
12 same page, Your Honor.

13 MR. BOWMAN: That's acceptable to the plaintiff.

14 THE COURT: All right. And I take it by that, Mr.
15 Mirman, you mean it's accepted and approved?

16 MR. MIRMAN: Yes, sir.

17 THE COURT: All right. Very good. Now, why
18 doesn't one of you recite the terms of the agreement.

19 MR. BOWMAN: I'll give it a shot here. Mathon
20 will accept the sum of twelve million eight hundred
21 thousand dollars, the settlement sum, in purchase or
22 satisfaction of the note of TMC, dated August 29th
23 2003, in the amount of seventeen million dollars, and
24 the mortgage securing it.

25 Payment in full of the settlement sum, in good
26 funds or by wire transfer, must be received by Mathon
27 not later than 5 PM on May 20, 2005.

1 A nonrefundable payment of a hundred and fifty
2 thousand dollars, the deposit, will be received by
3 Mathon not later than 5 PM on April 18, 2005.

4 If the deposit is not received by 5 PM on April
5 18, 2005, all defenses are deemed to be waived and
6 withdrawn, which will include a waiver of rights to
7 appeal or reopen the judgment of foreclosure.
8 Defendants agree that they will not contest the amount
9 of the debt in accordance with Mathon's affidavit.

10 If the deposit is received by 5 PM on April 18,
11 2005, the closing shall take place not later than May
12 20, 2005. If closing does take place in accordance
13 with foregoing, the hundred and fifty thousand dollars,
14 by way of deposit, will be credited to the settlement
15 sum. If there's no closing in accordance with these
16 provisions, the \$150,000 is forfeit to the plaintiff.

17 In the event that title vests in the plaintiff in
18 accordance with this agreement, by way of foreclosure,
19 plaintiff waives any claim to a deficiency or other
20 personal judgment against the maker and the
21 guarantors.

22 Plaintiff agrees that it will provide defendants
23 with all due-diligence material in its files, together
24 with the representation to the effect that such
25 materials constitute all that is in its files --

26 THE COURT: And from whom will that affidavit be?

27 MR. BOWMAN: From the plaintiff. -- by March 23 or

1 March 24 at the latest. It being plaintiff's intent to
2 get it out tomorrow. And it will do so to the
3 following address, which is care of Christopher
4 Thompson, Esquire, 35 Pinelawn Road, Suite LL-4,
5 Melville, New York, 11747.

6 If closing takes place in accordance with this
7 agreement, plaintiffs will assign the note and mortgage
8 as is, without representation or warranty, to
9 defendants or as they may direct, or as otherwise
10 directed by defendants provided that such otherwise
11 assignment shall not cost the plaintiff any money.

12 I think that's it.

13 THE COURT: Let me just ask one question: In the
14 event that the one hundred and fifty thousand dollars
15 is paid not later than April 18, and the defendants do
16 not go ahead with the closing in purchasing the
17 mortgage and note, then the plaintiffs keep the hundred
18 fifty thousand dollars and proceed with the foreclosure
19 action?

20 MR. MIRMAN: That's correct, Your Honor.

21 THE COURT: Okay. Very good.

22 MR. MIRMAN: It being understood that the
23 defendants retain their defenses in that situation:

24 MR. BOWMAN: No, they don't.

25 MR. MIRMAN: Yes, they do.

26 MR. BOWMAN: If you pay us the hundred and fifty
27 thousand, and we --

1 (Simultaneous talking.)

2 MR. MIRMAN: Yes, we still have our defenses.

3 MR. MIRMAN: We're not waiving the defenses.

4 MS. LIEBERFARB: They only waive it --

5 MR. BOWMAN: Oh, okay. All right.

6 THE COURT: Do you agree with that, Mr. Bowman?

7 MR. BOWMAN: I think I do agree with that.

8 THE COURT: In other words, if, if you -- if the
9 hundred fifty thousand dollars is forfeited to the
10 plaintiff, then the defendants have the right to defend
11 the foreclosure action.

12 Let me ask you this: Do the plaintiff -- does the
13 plaintiff then, under those circumstances, retain the
14 right to seek a deficiency judgment against any of the
15 defendants?

16 MR. BOWMAN: That would be my understanding --

17 (Simultaneous talking.)

18 THE COURT: So that's a yes?

19 MR. MIRMAN: That's a yes.

20 THE COURT: And that's a yes?

21 MR. BOWMAN: Yes, it is.

22 THE COURT: All right.

23 MR. BOWMAN: I knew there was a provision I had
24 left out of this. I'm sorry.

25 THE COURT: Now, is that your entire agreement,
26 Mr. Bowman?

27 MR. BOWMAN: I think it is now.

1 THE COURT: And has your client approved that
2 agreement?

3 MR. BOWMAN: Yes.

4 THE COURT: And has your client authorized you to
5 enter into that agreement on its behalf?

6 MR. BOWMAN: Yes, it has.

7 THE COURT: And, Mr. Mirman, is that the agreement
8 of your client as it's been recited?

9 MR. MIRMAN: With one, I don't want to say
10 addition, but I want to make sure I understand it.
11 With respect to the method by which the plaintiff would
12 take title in the event of a default, my understanding
13 is that that would be by strict foreclosure only.

14 MR. BOWMAN: Certainly, that's what we would ask
15 for. I don't know if I can bind a court. But, yes, we
16 agree to ask for strict foreclosure.

17 THE COURT: All right. And with that
18 understanding, is that your agreement?

19 MR. MIRMAN: Yes, Your Honor.

20 THE COURT: And the strict foreclosure is
21 acceptable to your client?

22 MR. BOWMAN: It is indeed.

23 THE COURT: All right. Now, has your -- has your
24 client approved that agreement?

25 MR. MIRMAN: Yes, Your Honor.

26 THE COURT: Has your client authorized you to
27 enter into it, have your clients, I mean, on their

1 behalf?

2 MR. MIRMAN: Yes, Your Honor.

3 THE COURT: All right. Now, Mr. Standage, you
4 heard this agreement recited. Is that correct?

5 MR. STANDAGE: That's correct.

6 THE COURT: Now, what's your position with the
7 plaintiff?

8 MR. STANDAGE: My position with the plaintiff?

9 MS. LIEBERFARB: Your title.

10 MR. BOWMAN: What is your title?

11 MR. STANDAGE: Oh, my title. Asset Manager.

12 THE COURT: All right. And are you authorized to
13 enter into this agreement on behalf of the plaintiff?

14 MR. STANDAGE: Yes, I am.

15 THE COURT: And have you in turn authorized Mr.
16 Bowman to enter into it?

17 MR. STANDAGE: Yes, I have.

18 THE COURT: And you, on behalf of Mathon, have
19 made this agreement voluntarily?

20 MR. STANDAGE: Yes.

21 THE COURT: All right. And you think it's fair?

22 MR. STANDAGE: Yes.

23 THE COURT: All right. Now, Mr. Swartz, what's
24 your position with TMC Partners, L.P.?

25 MR. SWARTZ: A Partner. Mr. Baker is the --
26 Vice-president, Mr. Baker is the President.

27 THE COURT: Okay. Now, sir, and -- but you're

1 also a defendant --

2 MR. SWARTZ: Yes.

3 THE COURT: -- individually?

4 MR. SWARTZ: Yes.

5 THE COURT: You heard the agreement as it's been
6 recited by counsel. Is that correct?

7 MR. SWARTZ: Yes.

8 THE COURT: Have you approved that agreement?

9 MR. SWARTZ: Yes, sir.

10 THE COURT: And have you authorized Mr. Mirman to
11 enter into it on your behalf?

12 MR. SWARTZ: Yes, sir.

13 THE COURT: And have you done those things
14 voluntarily?

15 MR. SWARTZ: Yes, sir.

16 THE COURT: And you think the agreement is fair?

17 MR. SWARTZ: Yes.

18 THE COURT: And, Mr. Baker, what's your position
19 with the plaintiff, with the defendant, with TMC
20 Partners, L.P.?

21 MR. BAKER: TMC Partners --

22 THE COURT: I'm sorry?

23 MR. BAKER: I am President.

24 THE COURT: Okay. And are authorized to authorize
25 Mr. Mirman to enter into this agreement on behalf of
26 TMC Partners, L.P.?

27 MR. BAKER: Yes, I am.

1 THE COURT: And have you approved the agreement?

2 MR. BAKER: Yes, I have.

3 THE COURT: And on behalf of TMC Partners, have
4 you authorized Mr. Mirman to enter into it?

5 MR. BAKER: Yes, I have.

6 THE COURT: Have you done those things
7 voluntarily?

8 MR. BAKER: Yes, I have.

9 THE COURT: And do think the agreement is fair?

10 MR. BAKER: The agreement is fair, yes.

11 THE COURT: All right. Anything further?

12 MR. MIRMAN: Yes, Your Honor. One thing, by way
13 of housekeeping, we didn't identify to where the place
14 that the hundred and fifty thousand dollars should be
15 sent.

16 MR. BOWMAN: We'll provide them with wiring
17 instructions.

18 THE COURT: Okay.

19 MR. THOMPSON: Wouldn't it be held in escrow,
20 because it wouldn't go on until a certain point?

21 THE COURT: Well, until the 18th of April --

22 MONITOR: Everybody is just talking, Your Honor --
23 (Simultaneous talking.)

24 MR. MIRMAN: They keep the money once its paid.

25 THE COURT: Will, let's assume it were paid next
26 week. Is that the question you're asking; if it's paid
27 before the 18th?

1 (Simultaneous talking.)

2 MONITOR: And this is off record, Your Honor.

3 THE COURT: Yeah, okay. Off.

4 (Off-record discussion.)

5 THE COURT: All right. Back on the record. Where
6 did we leave off? What was the last colloquy, madam
7 monitor?

8 MONITOR: Payment. Wiring the payment of the
9 hundred and fifty thousand dollars.

10 THE COURT: Okay. And you'll give instructions?

11 MR. BOWMAN: We'll give you wiring instructions.

12 THE COURT: All right. Now, is there anything
13 further?

14 Oh, in the event that the note and mortgage are in
15 fact purchased by one or more of the defendants, I
16 assume simultaneously the plaintiff will withdraw the
17 foreclosure action?

18 MR. BOWMAN: Oh, yes.

19 MR. MIRMAN: Yes.

20 THE COURT: All right. Anything further?

21 MR. MIRMAN: Or upon -- yes, Your Honor.

22 THE COURT: Okay. Anything else?

23 MR. MIRMAN: No, Your Honor.

24 MR. BOWMAN: Thank you so much for all your help.

25 MR. MIRMAN: Your Honor, thank you for taking your
26 time, and all the help you've provided to us, Your
27 Honor.

1 THE COURT: I'm delighted. Well, the agreement is
2 approved, and I'll await a withdrawal. Thank you.
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SUPERIOR COURT
JUDICIAL DISTRICT OF NEW BRITIAN
AT NEW BRITAIN

MATHON FUND I, LLC : CV04-4002534 S
v. : March 21, 2005
TMC PARTNERS, L.P., et al :
_____ :

C E R T I F I C A T E

I, Donna L. Peluso, Court Reporter/Monitor, certify that the foregoing is, to the best of my ability, a true and accurate phonetic transcription of the proceedings had in the above-entitled case, before The Honorable George Levine, Judge.

This the 19th day of April, 2005.



Donna L. Peluso
COURT REPORTER/MONITOR