RECEIVED
Sep 02 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-In-Equity

Appellate Case No. 2024-000753
Case No.: 2019-CP-10-01108

Balfour Beatty Construction, LLC, Appellant,

v.

Library Associates, LLC; and Metropolitan Life Insurance Company, a New York Corporation, Defendants,

And

Library Associates, LLC, Third-Party Plaintiff,

v.

Lithko Contracting, LLC, Guy M. Beaty, Inc., Bernard MMC, LLC, Gulf Stream Construction Company, Inc., Precision Walls, Inc., Palmetto Automatic Sprinkler Company, Inc., Cook & Boardman, LLC, Strong Tower Construction, LLC d/b/a Koch Corporation, Watson Electrical Construction Co., LLC, Trimark Foodcraft, LLC, Pleasant Places, Inc., David Allen Company, Inc., Premier Exteriors, LLC, Warco Construction, Inc., Old North State Masonry, LLC, Tom Rochester & Associates d/b/a Southeastern Architectural Systems, Forton Company, LLC, Low Country Case & Millwork, Inc., Quantum Coatings, LLC, Balfour Beatty Construction Group, Inc., Third-Party Defendants.

Of which Strong Tower Construction, LLC d/b/a Koch Corporation and Watson Electrical Construction Co., LLC are the Respondents.

RECORD ON APPEAL – VOLUME IV

James Lynn Werner (S.C. Bar No. 6029)
Katon E. Dawson, Jr. (S.C. Bar No. 101167)
1221 Main Street, Suite 1100
Columbia, SC 29201
(803) 255-8000
jimwerner@parkerpoe.com
katondawson@parkerpoe.com

Thomas C. Hildebrand, Jr. (S.C. Bar No. 2501)
Robert C. Byrd (S.C. Bar No. 1069)
850 Morrison Drive, Suite 400
Charleston, SC 29403
(843) 727- 2650
tomhildebrand@parkerpoe.com
bobbybyrd@parkerpoe.com

Attorneys for Appellant Balfour Beatty Construction, LLC

Don R. Terry (S.C. Bar No. 101395)
Steele B. Windle, III
Windle | Terry | Bimbo
150 Milestone Way, Suite C
Greenville, SC 29615
dterry@wtbconstructionlaw.com
awindle@wtbconstructionlaw.com

Attorneys for Watson Electrical Construction, Co., LLC

Samuel M. Wheeler (S.C. Bar No. 101008)
Whitfield-Cargile Law, PLLC
23 South Brevard Street, Suite 204
Brevard, NC 28712
sam@whitfieldcargilelaw.com

and

Steven L. Smith (S.C. Bar No. 5173)
Smith Law Group of the Carolinas LLC
P.O. Box 50610
Summerville, SC 29485
steve@smithlawcarolinas.com

Attorneys for Strong Tower Construction, LLC d/b/a Koch Corporation

INDEX

Page(s)

ORDERS

Order to Consolidate C.A. No. 2019-CP-10-2275 and Refer to the Charleston County Master-In Equity, filed November 18, 2019.....1

Order to Consolidate C.A. No. 2019-CP-10-2868 and Refer to Charleston County Master-In-Equity, filed November 18, 2019.....5

Form 4 Order Denying Strong Tower Construction, LLC d/b/a Koch Corporation's Motion for Summary Judgment, filed January 8, 2021.....9

Order Granting Strong Tower Construction, LLC d/b/a Koch Corporation's Motion for Partial Summary Judgment, filed September 9, 2021.....12

Consent Order of Dismissal with Prejudice as to Claims Between Strong Tower Construction, LLC d/b/a Koch Corporation and Library Associates, LLC, filed September 13, 2021 28

Order Granting Watson Electrical Construction Co., LLC's Motion for Partial Summary Judgment, filed September 13, 2021.....32

Order Granting Watson Electrical Construction Co., LLC's Motion for Entry of Judgment Against Library Associates, LLC, filed September 15, 2021 42

Trial Order, filed October 6, 2023 46

Order Denying Balfour Beatty Construction, LLC's Motion to Reconsider Grant of Summary Judgment in Favor of Strong Tower Construction, LLC and Order Granting Strong Tower's Motion to Certify Judgment as Final, filed April 4, 2024 93

Form 4 Order Granting Summary Judgment to Strong Tower Construction, LLC, filed April 4, 2024.....96

Order Denying Balfour Beatty Construction, LLC's Motion for Reconsideration of Watson Electrical Construction, LLC's Summary Judgment, filed April 12, 2024 101

PLEADINGS

Summons and Complaint, C.A. No. 2019-CP-10-01108, filed March 5, 2019.....104

Library Associates, LLC's Answer to Plaintiff's Complaint and Counterclaims, filed May 3, 2019 130

Amended Answer and Counterclaims of Library Associates, LLC and Third Party Complaint, filed May 15, 2019 144

Summons and Complaint, C.A. No. 2019-CP-10-02868, filed May 30, 2019 307

Watson Electrical Construction Co., LLC's Answer to Third Party Complaint, Affirmative Defenses, Crossclaim Against Plaintiff, and Counterclaim, filed June 27, 2019 319

Answer of Defendant Balfour Beatty Construction, LLC, C.A. No. 2019-CP-10-02868, filed July 29, 2019 397

Amended Summons and Complaint, C.A. No. 2019-CP-10-01108, filed October 3, 2019 406

Answer and Counterclaims of Library Associates, LLC to Amended Complaint of Balfour Beatty Construction, LLC and Third Party Complaint, filed October 17, 2019 430

TRANSCRIPTS

Transcript of January 6, 2021 Hearing on Strong Tower Construction, LLC d/b/a Koch Corporation's Motion for Summary Judgment, or Partial Summary Judgment 465

Transcript of March 19, 2021 Hearing on Multiple Motions 497

Transcript of August 16, 2021 Hearing on Strong Tower Construction, LLC d/b/a Koch Corporation's and Watson Electrical Construction Co., LLC's Motions for Summary Judgment 573

Transcript of August 31, 2021 Hearing on Watson Electrical Construction Co., LLC's Motion for Summary Judgment, and Alternative Motion for Partial Summary Judgment 688

Transcript of March 13, 2024 Hearing on Motions to Alter or Amend Award of Summary Judgment in Favor of Subcontractors, Pages 1-29 856

Trial Transcript, Pages 4387:11-4390:16 885

Trial Transcript, Pages 4613:22-25 889

Trial Transcript, Pages 4635:20-4636-7 890

OTHER DOCUMENTS

Balfour Beatty Constrction, LLC's Notice and Certificate of Mechanic's Lien, Filed January 25, 2019 892

Strong Tower Construction, LLC d/b/a Koch Corporation's Notice of Mechanic's Lien, Filed March 5, 2019 898

Watson Electrical Construction Co., LLC's Notice and Certificate of Mechanic's Lien, Filed March 7, 2019 903

Balfour Beatty Constrction, LLC's Notice and Certificate of Amended Mechanic's Lien, Filed July 23, 2019 909

Balfour Beatty Construction, LLC's Answers to Plaintiff's First Interrogatories, C.A. No. 2019-CP-10-02868, served January 28, 2020 914

Strong Tower Construction, LLC d/b/a Koch Corporation's Notice of Motion and Motion for Summary Judgment, with Supporting Memorandum, filed October 19, 2020 919

Balfour Beatty Construction, LLC's Memorandum in Opposition to Summary Judgment by Strong Tower Construction, LLC d/b/a Koch Corporation, filed January 5, 2021 992

Strong Tower Construction, LLC d/b/a Koch Corporation's Notice of Motion and Motion for Summary Judgment, or Partial Summary Judgment, with Supporting Memorandum, filed May 6, 2021 1061

Strong Tower Construction LLC d/b/a Koch Corporation's Additional Memorandum in Support of Summary Judgment, filed August 9, 2021 1068

Balfour Beatty Construction, LLC's Memorandum in Opposition to Renewed Summary Judgment by Strong Tower Construction, LLC d/b/a Koch Corporation, filed August 16, 2021 1104

Third-Party Defendant Watson Electrical Construction Co., LLC's Motion for Summary Judgment and Alternative Motion for Partial Summary Judgment, filed August 20, 2021 1137

Balfour Beatty Construction, LLC's Memorandum in Opposition to Summary Judgment by Watson Electrical Construction Co., LLC, filed August 27, 2021 1162

Watson Electrical Construction Co., LLC's Memorandum of Law in Support of its Motion for Entry of Judgment Against Library Associates, LLC, filed September 9, 2021 1213

Strong Tower Construction LLC d/b/a Koch Corporation's Notice of Motion and Motion to Dismiss, to End the Case as to Strong Tower Construction, LLC and to Certify Summary Judgment as the Final Judgment with Respect to Movant, filed September 15, 2021 1228

Balfour Beatty Construction LLC's Motion for Reconsideration of Order Granting Strong Tower Construction, LLC d/b/a Koch Corporation's Motion for Partial Summary Judgment, filed September 20, 2021 1232

Balfour Beatty Construction, LLC's Motion for Reconsideration of Order Granting Watson Electrical Construction Co., LLC's Motion for Partial Summary Judgment, filed

September 23, 2021 1238

Watson Electrical Construction Co., LLC's Memorandum in Opposition to Balfour Beatty Construction, LLC's Motion for Reconsideration of Order Granting Watson Electrical Construction Co., LLC's Motion for Partial Summary Judgment, filed October 19, 2021.....1244

Stipulation of Dismissal Between Watson Electrical Construction Co., LLC and Balfour Beatty Construction, LLC, filed December 1, 2021 1253

Strong Tower Construction, LLC's d/b/a Koch Corporation's Memorandum in Opposition to Balfour Beatty's Motion for Reconsideration, filed December 1, 2021 1258

Balfour Beatty Construction, LLC's Memorandum in Support of Its Motions to Reconsider the Entry of Summary Judgment in Favor of Various Subcontractors, filed March 7, 2024 1261

Strong Tower Construction, LLC's d/b/a Koch Corporation's Memorandum in Support of Motion filed by Strong Tower Construction, LLC to Certify Summary Judgment as the Final Judgment and in Support of a Lift of Stay on Execution, filed March 7, 2024.....1265

Balfour Beatty Construction, LLC's Motion for Reconsideration of Order Denying Balfour Beatty Construction, LLC's Motion for Reconsideration of the Order Granting Watson Summary Judgment, filed April 22, 2024.....1269

Watson Electrical Construction, LLC's Trial Exhibit 5, Subcontract Between Watson Electrical Construction, LLC and Balfour Beatty Construction, LLC 1272

Subcontract Between Strong Tower Construction, LLC d/b/a Koch Corporation and Balfour Beatty Construction, LLC.....1327

Transcript of August 6, 2020 Deposition of Kimberly B. Brown, Pages 370-373; 536-541 1363

Transcript of August 26, 2020 Deposition of James M. Clements, Pages 212-215; 369-374 1374

Transcript of December 17, 2020 Deposition of Timothy Spano.....1385

Transcript of April 22, 2021 Deposition of James M. Clements, Pages 1-4; 175-177 1691

Transcripts of April 28, 2021 and April 29, 2021 Deposition of Kimberly B. Brown as Library Associates, LLC's 30(b)(6) Designated Representative.....1699

Transcript of May 3, 2021 Deposition of Mark Boe, Pages 1-5; 161-165 2131

Transcript of May 6, 2021 Deposition of Sam Hadley, Pages 206-210; 314-319; 324-325 2142

Transcripts of June 15, 2021 and June 16, 2021 Deposition of Jeffrey Sandeen as

Balfour Beatty Construction, LLC's 30(b)(6) Designated Representative.....2156

Transcript of June 23, 2021 Deposition of Grady Query, Pages 1-5; 74-76 2833

Q. Okay. Can you explain to the judge what float is.

A. So basically you've got -- I mean, you've got your -- your normal durations, but you've also got kind of a float period for I guess if issues happen to try to make up time, things like that, issues that might happen is -- would accumulate your float time. So it's kind of a makeup, I guess, that's put in there as float for the typical construction issues.

Q. Let me see if I can describe it and see if you -- if you can correct me if I'm wrong, what my understanding of float is.

A. Yeah.

Q. Let's say that a job -- a duration for an activity that you allocated 30 days of -- for a duration of a particular activity, right?

A. Uh-huh.

Q. And if that activity is accomplished within the 30 days, there is no critical delay, right? Let's say you get it done within 30 days, there's no critical delay, right?

A. Right.

Q. And if you get it done within 45 days, there's no critical delay. Is that 15 days that's there between the time you want it finished and the

time is it finished float or is that something else?

A. I would say that's float.

Q. That's float. Okay. So an activity is not -- the difference between when an activity is supposed to end and when it becomes critical is the float? This activity can float another 15 days before it's actually going to delay the job?

A. I would agree with that, yeah.

Q. Is that okay? Okay. Who does the float belong to on a job? Does it belong to the contractor, the owner or to the project?

A. I'd say it's just part of the project, I mean.

Q. By way of example, if Lithko's work resulted in a 15-day critical delay to the job and that 15 days was later recovered -- I'll strike the question. I don't want to go there. All right.

So in your -- your recollection is that -- did Lithko properly man the job as far as you know?

A. Yeah, I'd say so.

Q. Okay.

A. I think at the beginning -- like I said before on the columns, we weren't getting as many columns a day as we needed.

Q. Right.

A. So we asked them for, you know, more manpower. We may have asked them for more column forms. I don't recall exactly, but yeah, they -- when we said you need to -- you're slipping, you need to do this, yeah, they absolutely provided.

Q. All right. Did you ever have to terminate any subcontractors on the job or remove any subcontractors?

A. I don't recall removing anyone.

Q. Okay. Did y'all use a crane on this job?

A. Absolutely.

Q. Okay. And how is the crane to be used? What was -- what was the plan with regard to the use of a crane?

A. Well, it was a tower crane -- it was a tower crane. So during structure, Lithko had the primary use of the crane to get the structure up. And then other subs would have secondary use. They would fit in around kind of Lithko's schedule to get the building up.

Q. Was the -- was Lithko the one that was to provide the crane? Who was to provide the crane?

A. We contracted the crane.

Q. You mean -- being Balfour?

A. Balfour Beatty contracted the crane. Lithko

did not.

Q. Okay. So and the crane guy was just another subcontractor to Balfour Beatty?

A. That is correct.

Q. And it was Balfour Beatty -- was it Balfour Beatty's obligation to coordinate the crane among its various trades?

A. Yeah. I mean, Lithko basically had mostly control of it. But if other subs need it during a certain time, they would kind of -- they would come to us and say, hey, we're trying to fit this in or go to Lithko and say, hey, do you think I can get a pick off a truck at 2 o'clock today. So there was some, I guess, interaction between subs. And we would be involved sometimes if it was a major, you know, I'd say pick that was going to take some time, we'd coordinate with Lithko.

Q. Well, was the duty to control the crane delegated to Lithko or did Balfour Beatty always retain control over the crane?

A. It was a combination.

Q. Combination.

A. It was combination, yeah.

Q. Okay. And was there a schedule that -- who created the schedule as it related to the use of the

crane by Lithko?

A. I don't know that there was a specific schedule created for the crane.

Q. Right.

A. We just had the general schedule of when, you know, floors had to go up, floors had to pour, that kind of stuff so ...

Q. Can you just explain to me, give me an example of how that would have worked with -- as between Lithko and the crane. Sort of explain the process, if you would, the construction process, how it would go.

A. Yeah. So, I mean, Lithko, when you're putting a structure up, they're constantly using the crane to move, say, column forms. They're using it to move tables or shoring that they're building the next floor with. They're using it to unload trucks with rebar. They're using it to make concrete picks with a bucket to do a pour. So there's just a ton of sequencing that has to happen. But Lithko would have a guy on the ground, right? As they needed things you'd radio to the crane: Hey, I got a pick on the southeast end. You'd hook it. Tell them where they're taking it. And then they'd move, you know, so the crane is constantly moving from one, maybe, area

to another. Maybe doing -- working on columns here, then he's over here moving rebar, then he's over here doing tables. So he was just -- it was just a kind of a constant use of crane.

Q. Does the workability or availability of the crane affect the progress of the job?

A. At times, yes.

Q. Okay. If the -- could Lithko have -- have built this job without a crane as planned?

A. No, not as planned, no.

Q. And if the crane were down, would that stop Lithko's work?

A. Sure.

Q. Okay.

A. Yeah, yeah.

Q. Who was -- who provided the crane?

A. Balfour Beatty.

Q. I mean who provided --

A. Heede Crane, Heede Crane.

Q. Okay.

A. Heede.

Q. Okay. H-e-d-d-y?

A. H-e-e-d-e, I believe.

Q. Okay. And were there -- did the crane on this job provided by Heede cause any delays?

A. Yeah, a couple times. It broke down. It broke down a few times where we had to get repair guys in there and fix it.

Q. Okay. Did that cause any critical delay to the job?

A. Not critical. At the end of the day, no, not critical. At the time it seemed critical. Any -- any -- any loss -- a loss of one day seemed critical, so ...

Q. Okay. All right. Well, okay. But I -- the contract language says critical path. It doesn't say seemed critical path or anything. What I want to do here is be more technical if I may. Did the critical -- did the crane cause any critical delay path on this job?

A. No.

Q. No, okay. All right. So and Lithko didn't cause any critical path delay on this job?

A. No.

Q. Okay. Who were the -- did you have any masons on the job?

A. Old North State Masonry.

Q. And who did you deal with with Old North State Masonry?

A. Let's see. Toby. Again, I'm trying to

recall his last name. I'm a first name guy, but I dealt with -- let's see. Toby was like their general super, I guess. They had a couple of different supers on-site during the construction. More -- one, I think was more masonry as far as CMU block type thing, and then one was more cast stone, exterior skin. And then I'm not -- I can't even recall the project manager's name that I was dealing with, but ...

Q. Okay. And who negotiated the contract amount with Old North State?

A. I mean, it was -- I was part of it, Baumbach. For the most part, us two early on were the main guys doing contract negotiation.

Q. How about their schedule, was that negotiated with them as well? By you as well?

A. Yeah, we talked about durations and schedule.

Q. Okay. If you could just give me a little bit description again for the judge about what the masonry work that was done by Old North State Masonry would have been on this particular job. What they would have done, let's say in conjunction with and how it would have interplayed with the work of Lithko?

A. Yeah. So basically you -- you put a slab, you put columns up, which columns are kind of a

skeleton around the perimeter in the interior. Then you would put forms and tables and pour another slab. As that building moved up, you have holes in your exterior walls that are just open. So Old North State comes in and they lay masonry block and close in those gaps between columns, between floors, and they basically make your exterior wall. They close those open voids in from a -- from a CMU masonry standpoint. So they basically did that up the building to top out.

And they also, their scope was the cast stone skin on the building, which was -- for the most part the lower two floors were mostly solid, you know, pieces of cast stone. And then there was accents up the building on coin corners. There was wall caps, balcony knee walls up on the rooftop. You know, they had coping, cast-on coping, so that was the masonry part between limestone and CMU was their scope of work.

Q. Okay. Did Old North Masonry cause any problems or delays on the job, critical path delays?

A. Critical path, no.

Q. Okay. Did they adequately man the job?

A. At times yes; at times no. It was -- it was a battle in some phases. I know early on I think the first couple of floors, we were on them quite a bit to

get -- get the right manpower there.

Q. Was that the responsibility of Michael Bennett or Library Associates?

A. No. That's -- that's -- no, that's basically between us and our subcontractor.

Q. Okay. All right. And it wasn't caused by the architect or anybody else. This is just a -- just a plain old lack of manpower by a subcontractor?

A. Yeah.

Q. But it didn't cause any critical path delay on the job?

A. Right, no.

Q. Were there any layout problems with regard to Old North State Masonry's work?

A. Yeah, there was problems with lining up basically up the outside of the building, the slab edges and things like that. There was a layout, so you basically put a control line down the middle, measure off of it. So yeah, there were some -- some layout issues. And I know -- I think one of the biggest ones was on the first floor that we were trying to figure out because we thought there was a bust somewhere, and we ended up finding -- figuring out about that there an about an inch and five eighths bust or something and made those adjustments but yeah,

there were --

Q. And that bust was the responsibility of the architect?

A. No.

Q. It wasn't?

A. No.

Q. I guess it was Mike Bennett's responsibility for the bust?

A. It was not.

Q. Oh, okay.

A. When I say -- let me clarify my bust statement --

Q. Okay.

A. -- for you.

Q. Okay.

A. So basically there's a -- everything is computerized, right, the plans on the machine, and you basically bring that machine, you set it up, and it gives you your parameters and your -- and your lines and all that. That's kind of how we lay out anything anymore.

Q. Sure.

A. So sometimes there's -- there'll be something off between where that thing is telling a line and where the plans were. So that situation in

particular, when I got involved just went out there with a tape, the old school way, and started at one end and we started going and figuring it out, and we figured out it was a furring strip basically on one of the exterior walls that wasn't picked up in the module. And that ended up being the bust, and it was clarified. So that wasn't anything to do with the architect or the owner.

Q. Okay. So the -- so at least there was that one mistake on this job by a subcontractor. We've now found at least one mistake unless it was not their mistake. At least we -- I think maybe we found at least one mistake on a $60 million job that was not the fault of the architect or the owner; is that correct?

A. I'll go with that one.

Q. Okay. Thank you. Were there any other mistakes on this job made by the contractor or its subcontractors that was not the fault or can be laid back at the feet of the architect or Michael Bennett?

A. Was there other mistakes?

Q. Yes, sir.

A. I'd say yeah, there were -- I mean, there was design mistakes all throughout the job.

Q. Well -- okay. I accept that -- yeah, I

understand that's -- that there was design mistakes, and I understand that the owner asked for changes, and they're responsible for all of those things, okay.

What I'm trying to determine now is: As near as I can tell, Balfour Beatty and its subcontractors ran a perfect job. And I've now found one mistake that is this -- this problem with the layout. And I'm -- if that's the only one you made, that'll make this deposition a lot shorter, okay? So if that's the only one, that's fine. Is that the case?

A. No. There's -- there's -- there's no such thing as a perfect job --

Q. Oh, there's not?

A. -- I would say. There is construction, there's means and methods, there's -- you know, when you're laying out something, someone could put a line on the wrong -- put a wall on the wrong side of the line. Those are just typical things that happen in construction that you find and you catch, so ...

Q. Sure.

A. Yeah, was there one, say, mistake, of course not.

Q. Okay. But this -- this layout problem didn't delay the job at all?

A. No.

Q. Okay. And it didn't cause any additional cost?

A. No.

Q. Okay. So there were no mistakes or errors on this job made by Balfour Beatty or any of its subcontractors that resulted in any additional cost or any delay?

A. I wouldn't say yes to that.

Q. Okay. Can you give me an order of magnitude about how much delay or additional cost there was on this job because of errors made by Balfour Beatty or its subcontractors?

A. I -- I don't recall. I mean, to throw out a number I'd be taking a big guess.

Q. But whatever it is, it's a very, very, very small number, isn't it?

A. I would say so, yeah.

Q. Okay. So out of the $60 million it might be five or six hundred dollars?

A. I wouldn't speculate that low probably on a $60 million job, but, again, I don't know the -- I don't know the exact amount, but no.

Q. Okay.

A. 500 would be kind of like, you know, a penny

on a job like that.

Q. It would be less than a thousand bucks then maybe?

A. I don't know.

Q. Okay. All right. Okay. Let's go through I guess the electrician. Who did you -- who was your electrician -- was your electrician?

A. Watson Electric.

Q. Okay. And had you dealt with Watson before?

A. I had not.

Q. Okay. And who did you deal with at Watson?

A. Dale Winovich was the project manager. That was mostly who I dealt with.

Q. All right. And did Watson properly man the job?

A. I would say yeah, as far as the contract goes or the original contract goes. I think everybody -- it got a little difficult with changes and trying to be -- and being spread out and stuff like that, so ...

Q. Right. But the changes and being spread out, those were all responsibility of the architect and the owner, right?

A. Yeah.

Q. Okay.

A. Yeah.

Q. Nothing to do with Balfour Beatty's running the job or the contractors, subcontractors. It's all either architectural or owner or a combination of both. Those -- that's the real cause of all the problems on this job?

A. Yeah, the multitude, yes, of changes and indecision, I'd say, is the biggest -- that was the culprit.

Q. All right. Okay. Once the job began, who -- who was -- in terms of your team to construct this job, who was your initial team, so to speak, underneath you? It was you on top, right?

A. Yep. And it was me the -- initially, we knew that I had Nick Starcevic, that was on Simmons Park at the time this started. He was sitting on Simmons Park. Also had Marty Dale, senior superintendent, sitting on Simmons Park that we knew would move to this job as we finally got out of -- kind out got out of the ground and started moving up, and the timing worked out for that based on when the other job was finishing. Bob Cotherman was the senior super that was on the job at the time before those guys moved over. And then I had Brandon Denney, which was a project engineer that worked under me.

And I'm trying to remember -- Ryan Ledford. I can't remember if Ryan was there at the very, very beginning. But usually when you're starting a job, especially if you're doing one that's got that much in the ground, in other words, you've got months of just driving piles, you've got months of shoring, excavation, you only need, you know, one maybe two guys out there dealing with it until the bulk of the work starts really kicking in. And then you bring -- you know, you slide guys over.

Q. Right. The -- while the -- while that work is going on where you only need one or two or three guys in the field because you're just digging a big hole, is there any work going on in the office related to MEP and coordination of let's say mechanical systems, plumbing, and electrical inside the building you're ultimately going to build through the use of BIM or other modeling techniques?

A. Sure. There was -- there was, yeah, BIM modeling going on, which is basically just taking the drawings from a 2D on a piece of paper to a 3D model so that you can figure out clashes or conflicts between different trades or, you know, even structural. Once you get it in a 3D model, you may see pipes going through a structural beam or

something, you know, and you've got to make adjustments there to, you know, to build it right.

Q. And are those the types of clashes that are anticipated by you in building a building like this?

A. Typically there's -- there's always clashes. To the extent I would say no of clashes we found, and it became I guess very difficult because we would see the clash, we would send it to the architect, show them the clash. They didn't have the, I guess, capability to -- to do it in 3D or see it in 3D until we sent them kind of a model of it. At that point they would figure out an adjustment to relieve that clash. Then it would come back to us in a, I guess, 2D version. We would put it back in, and then in some cases it created another conflict somewhere else when we moved something. So it was a tedious process. But yeah, that was going on basically from the beginning till probably a year and a half it went on, something like that.

Q. Okay. What was your understanding when you became the senior project engineer in January 2015 of the architect's requirement to provide BIM services?

A. I don't recall as far as what the requirement was. I just know I was told we were doing the clash detection along with our main MEP subs, of

course, is the guys that you typically have assisting. You know, their designers are kind of helping us, give us their piping, give us their ductwork, you know, drawings, things like that, and then we put it in a model and we send it back. My understanding of what the architect had or didn't have, it was -- it was clear pretty early on that they didn't have BIM capability. So it, I guess, extended the process of the back and forth.

Q. Well, do you know whether or not any representation was made by the architect that they were going to provide those BIM services at the front end of the -- at any time during the job?

A. I don't -- I don't recall seeing that they were going to require it.

Q. Did you expect it?

A. Yeah, probably.

Q. All right. When -- when did you -- if you expected it, when did you first put anybody on notice that you were not getting what you expected out of the architects, which would be BIM services?

A. I guess it wasn't -- I don't remember the timing of sending the -- any kind of notice to the owner about the BIM capability. It was more just issues we were running into because when -- in other

words, when we -- as I said before, we put up tables to a floor, the next thing that happens is our MEP subs come in and they put their sleeves and they put the location where pipes are running through.

Q. Right.

A. So that capability of understanding where those locations are, BIM clarified that. Typically we have -- once you get a BIM drawing, you typically have, I don't know, maybe four -- three, four weeks from the time you get it to where before you're actually out there out there on the job laying out.

So what was happening was our durations kind of, in our schedule to have the information or what we needed the information prior to let all the subs procure what they needed, make sure they had everything laid out right, kept -- kept shrinking not only because it's back and forth but because all the changes that were being implemented in the BIM, which was holding up that process for us to get the answer.

So I think on multiple occasions I sent e-mails or notices saying, hey, we're -- you know, we're going to hit a wall here. We're losing our capability to stay ahead of the pours. So I guess it's not a clear just put them on notice because they're not doing BIM but sending the notices, sending

the e-mail that because of this issue, we are losing our capability. We are going to hit a wall.

Q. Okay. All right. So let's go back. I want to make sure I understand it. When you -- when you initially became the senior project manager, it was your understanding that BIM was going to be provided by the subcontractors and Balfour Beatty?

A. So, yeah, it was not a contract requirement, but it was something that we typically do to help with conflicts down the road that would be major show stoppers down the road. We try to get ahead of those, so yeah.

Q. Okay. It's your recollection that the subcontractors were not required in their subcontract to provide building information modeling?

A. I think we put it in our MEP guys so that we made sure they were in the process with us doing it. But yeah, I think we put it in ours. I don't -- BIM wasn't in our -- I don't recall BIM being in our contract with the owner, let me put it that way.

Q. So if you receive BIM services from your subcontractor, was the owner entitled to the benefit that you received from those services?

A. Sure. We were -- yeah, we shared the conflict resolution, absolutely.

Q. Right. But it was a cost-plus contract, right?

A. Right.

Q. So --

A. Or not cost plus. It was GMP.

Q. Well, what's the difference?

A. There is guaranteed maximum price. If we got a change order, it would change that maximum price.

Q. But the price you get paid is based on the cost. It's not -- the GMP is merely a limit of what you can be paid. You're not entitled to the GMP if you don't spend that much money, are you?

A. Fair enough. Fair enough.

Q. That's a lump-sum contract. A lump-sum contract is a contract that's not related to cost. This is a cost-plus contract with a guaranteed maximum price.

A. Fair enough. Fair enough.

Q. So if y'all had built this building for $48 million, you wouldn't have been able to send my client a check for -- a bill for 60 million, correct?

A. I -- I -- yeah, I guess that'd be correct. Yeah.

Q. Did you understand that during the job that

you were actually spending Michael Bennett's money to build his hotel?

A. Well, I mean, basically we had a contract for $60 million, and as -- for a set of documents. As that contract projected, we would bill for percentage of completion all the way up till that job was done.

Q. Right. Okay. I guess my question to you is: You're not entitled to money you didn't spend on this job?

MR. HILDEBRAND: Object to form.

A. Yeah, I think that we were entitled to the contract amount if we completed the job.

Q. Even if you didn't spend it?

A. We would bill for a percentage of completion, right?

Q. Let's do it this way. Let's suppose that the plumbing subcontractor that you signed that you put in the schedule of values was $3 million, okay? And at the end of the job you only paid the plumber two and a half million dollars, okay, for that work. Would you be entitled to a $500,000 profit on that?

A. No, no.

Q. Okay.

A. No.

Q. So this is a -- did you understand there was

an accounting provision in this contract where the owner was entitled to see all the money that was spent?

A. Absolutely, absolutely. And there was also -- if there was, say, a buyout savings, that was shared with the owner. Yes, there was a -- there was a split in any buyout savings, yes.

Q. And that's different from a lump sum, because in a lump sum if you put down, we're going to spend $3 million on electrical and the electrical is complete at 100 percent, the owner pays $3 million. You may have spent a million dollars, but you're still going to be -- but you're still entitled to the 3 million bucks, right?

A. You're correct.

Q. And if you paid three and a half million dollars, you just sustained a half million dollar loss, right?

A. Correct.

Q. Okay. But on a cost-plus job part of what Balfour Beatty is doing is spending the owner's money, right?

A. I mean, yes.

Q. Okay. And y'all owe a fiduciary duty to the owner to spend the owner's money wisely and

efficiently and to account for the money you spent, right?

A. I mean, the contract would stipulate that, right.

Q. Okay. Yeah. Okay. Let's assume -- you were aware -- I'm just trying to understand that you were -- because you said it was a GMP, and I was a little bit confused about what your understanding of a GMP was, but that's not mine, okay?

A. Right, right, right.

Q. Okay. So while this cost-plus contract had a guaranteed maximum price, it always remained and it still remains a cost-plus contract?

A. Right.

Q. Okay. And in order to get -- be entitled to more money than is specified in the guaranteed maximum price, a contractor has to increase that guaranteed maximum price typically through the vehicle of a change order?

A. That's correct.

Q. Right. And without a change order, changing the guaranteed maximum price, the contractor would not be entitled to those additional funds?

A. Correct. The change order or a change of directive --

Q. Right.

A. -- we would have to (unintelligible due to cross-talk) --

Q. Because that would just fall under the rubric of, well, you just spent more money than I agreed to pay you, right?

A. Right, right, right.

Q. Okay.

A. Yep.

Q. And that's why the owner is entitled when -- since you're spending his money to go back and audit the contractor's books so -- to be able to make sure you said you paid a million dollars for this tower crane, I'd like to see the bill. I'd like to see where you actually paid a million dollars, right?

A. Right. Fair enough, yep.

Q. And if all you could produce is a check for half a million dollars, that's all you get paid. You wouldn't get the other $500,000 because you wouldn't be able to prove you actually paid it, right?

A. Right.

Q. Is it your understanding that in order to be a cost attributable to the owner under this job that the amount of money has to have actually been paid? Do you know one way or the other?

A. Rephrase -- can you say it one more time?
Q. Sure.
A. I want to make sure I understand it.
Q. Sure. Yeah. Can you and I -- there's a difference between owing something and paying something, right?
A. Uh-huh.
Q. You and I have both been there, right? You get a bill, you got it to pay it before it's paid. All right. So I'd like -- the distinction I'm trying to make is owing and paid. Okay?
A. Uh-huh.
Q. Is it your understanding or do you know whether or not this contract requires that in order for the contractor to be entitled to be paid for a cost under the contract by the owner, that the contractor, Balfour Beatty in this instance, actually has paid that bill that it now wants the owner to reimburse it for? Or do you know one way or the other?
A. I don't -- I don't recall one way or another.
Q. Okay. And the accounting and all of that, that wasn't part of your job description, was it?
A. We -- we have accountants, yeah.

Q. Sure.
A. We have accountants that do that part, yeah.
Q. Okay. All right. The -- let's see where I'm trying to think where we were. We were back on the people on your job.
A. Yeah.
Q. All right. So Bob Cotherman, did you pick Cotherman as your general superintendent, or did somebody else pick him?
A. Somebody else.
Q. Would that have been -- who was that; do you know?
A. I -- I honestly don't know. I know I was introduced to him in Charlotte before I came down.
Q. Did you have anything to do with Mr. Cotherman's termination?
A. Yeah, I'd say so.
Q. All right. And what did you have to do with it?
A. Just, I guess, bringing up the issues or documenting any issues that I -- that concerned me with him --
Q. Okay. Were you --
A. -- to --
Q. I'm sorry, go ahead.

A. Through my superiors is what I'm saying.
Q. Okay. Were you on board with terminating him?
A. I was.
Q. Okay. And why? What was your rationale or reason?
A. Just the lack of attention to detail and just there was -- there were just little issues that kept popping up that were concerning with him being the lead contact on the job, which is why I was kind of -- started documenting my concern with it.
Q. Okay. And did you have any concern about his ability to coordinate the BIM process?
A. He didn't -- I mean, he didn't really have nothing to do with that.
Q. Okay. Did he cause any delay on the job?
A. No, no.
Q. Did he cause any additional costs on the job?
A. Probably, yeah, I think so.
Q. Okay. And what would have been the nature of those costs and the cause?
A. I think there's -- I think one -- one issue that came up that I recall --
Q. Sure.

A. -- and because I just remember being upset about it was down in the bottom of the hole we put in well points to dewater. So when the well points were being staged out, I told him, I said, hey, make sure they don't put any well points within the crane pad that we have to pour to erect the tower crane so that we're not moving it. He said okay. I came back the next day, I came by the job, and I looked, and there were well points in the crane pad. So I just remember that being a -- one of the specific incidents where I was upset about it because then we had to go, you know, to pay the contractor to go move it and replace it. So that's just one instance that -- that pops in my head.

Q. Okay. And would that have -- just that example, would that have been an additional cost to the job?

A. Could have been. I just don't recall if the subs sent us a change order for it or not or just accumulated it. I don't recall.

Q. And would that have been a cost that should have been passed on to the owner?

A. If it was a change order for an error or something like that for -- no. I would say no, probably shouldn't be to the owner.

Q. Do you know --

A. It would be part of the job cost. It would come in the actual cost that was clarified.

Q. Well, if it was part of the job cost, then it would have been paid for by the owner at some point, right?

A. Right.

Q. Okay. When, in fact, it was caused by the -- an error on the part of the contractor?

A. Yeah. I think the -- I think the well point was put in the location the design was shown. When I say design, I mean our well point guys kind of laying it out in the bottom.

Q. Right.

A. So one of them things where it didn't show -- say they were in the crane pad. It was just me saying --

Q. Sure.

A. -- make sure they're not in the crane pad because we don't want to dig them up.

Q. That's part of means and methods and coordination of the project -- the construction manager is there to take care of it?

A. Correct.

Q. Because the well point guy don't care where

you're going to put the crane. He just wants -- you just ask him for well points; he's going to put them in?

A. That's correct, yes.

Q. And if you would -- if you want them someplace different, that's on you, that's not on him, right?

A. Right.

Q. Okay. And you pointed that out to Cotherman and he missed it?

A. He missed it, yeah.

Q. And the job incurs an additional cost that was not --

A. I don't recall. I don't recall if there was a cost or not.

Q. Okay. I got you.

A. I don't recall if there was a cost on that.

Q. That's fine. I guess what I was leading to is was there anything in place as far as you know on this job to segregate costs incurred that were a result of the errors and emissions of the construction manager or its con- -- or its subcontractors?

A. I don't -- I don't recall. I mean to specify something, I really don't.

Q. No. I'm just asking you if -- since -- in a

lump-sum job clearly you wouldn't need to have such a system, because you're going to get a lump-sum price regardless. If you make errors, that's just eating into your profit, right?

A. Right.

Q. But in a cost-plus job, it's not eating into your profit, it's eating into the owner's pocketbook. So what I'm asking you, was there anything in place on a cost -- this cost-plus job to identify or differentiate costs incurred that were not or should have not been paid by the owner? That's all.

A. Yeah. If it's a change order, I guess that's -- we present it to the owner, right? It's -- it would be cost incurred, right, or additional costs. Repeat it again to me so I understand.

Q. Well, would you present a change order to the owner -- I'm now -- Dear Mr. Bennett, I need an additional thousand dollars over here because we failed as your project manager or your construction manager to properly --

A. No.

Q. -- coordinate our subs, so that there's an additional thousand dollars that we've spent because --

A. No.

Q. -- we made a mistake. That wouldn't be a legitimate request for change, would it?

A. No, it would not.

Q. And you would never make -- and you'd never make such a request?

A. I would not.

Q. Okay. And in a -- in a lump-sum job it wouldn't matter because you're going to eat it anyway. It is whatever it is, right?

A. Uh-huh.

Q. But in a cost-plus job, that is a cost which should be borne by the owner. It should not only be the subject of a change order, but it should also not be charged to the owner because it's not a legitimate cost, is it, to the owner?

A. That's probably right.

Q. Okay. Well, do you understand in a cost-plus job that they're, in fact, in the contract, a list of things, a whole page of things that say specifically these items which are below, these items described below -- I think it's section seven or paragraph seven -- I could be wrong on the number -- these costs are not and will not be costs of the job, cost of the work, I think, is the terminologies. Are you aware of that provision or those provisions?

A. I don't recall. I don't.

Q. So you don't know whether any effort was made in terms of accounting or anything on this job to make sure that costs incurred by the construction manager or its subcontractors, which specifically are listed in the contract as not being costs of the work, would not be included in a bill to the owner. You don't know whether anything like that was ever set up?

A. I -- I don't.

Q. Okay. And clearly if it had been set up for use in the field, you would have known about that, right?

A. Yeah, I would say so, yeah.

Q. Okay. All right. I'm just trying to understand.

A. Okay.

Q. Okay. So Mr. Cotherman -- I took his deposition, I don't know, I can't remember now I've taken so many, either last week or the week before. He -- he -- I remember him talking about a luncheon he went to in December where he was at lunch, and y'all went down to, I don't know, Rue de Jean or somewhere, and I think you were there and a couple other people were there. Do you recall where he -- he said his recollection was he sort of blew up, lost his temper

and later apologized for complaining about everything that was wrong on the job. Do you have any recollection of that?

A. I don't.

Q. Okay. And he basic- -- I think that was in December because it was Christmas. He said in February he got fired, and he thinks that's part of the reason he got fired. Do you know anything -- do you have any recollection about that?

A. I don't.

Q. Okay.

A. I really don't.

Q. That's fine. You weren't --

A. I can't --

Q. -- the one --

A. Lord knows I lose my temper sometimes and say things I shouldn't, so I -- I don't recall. I mean --

Q. That's fine. That's fine.

A. -- heated conversations happen a lot in the construction field, so ...

Q. Correct. I got you. I just was curious. It was important to him, and so I thought -- I wanted to know if you understood that.

A. Huh, I -- yeah, I hate to hear that but I

don't remember.

Q. Okay. That's fair enough. Who replaced Mr. Cotherman; do you recall?

A. Yeah, we basically had Marty Dale that had come over from Simmons Park, if I recall correctly, probably nine months after we started maybe, something like that. Within the first year, I think, Marty came over, Nick came over. So Marty had come over. Dan Ricci had -- we had brought Dan on board. I don't recall the exact timing of Dan, but he was, I guess, toward the beginning time frame. So yeah, so Dan I would say more of a -- more of a role as far as lead, I would say, in the field, took over for Bob.

Q. Okay. All right. And as best you can, give me the rest of sort of the people that worked under you for the rest of the job as they -- if they came and went or left and somebody replaced them as best you can recall from then until the time you left. I'm just trying to get an idea of your staff --

(unintelligible due to cross-talk.)

A. So when we -- when we started, Brandon Denney started with me as an engineer. We ended up -- I hired another engineer out of school. I'm trying to remember his name. That was on at the very beginning as far as the office went before Alec Dooley, we

brought over a little bit later, which was working for us in another state. We brought Alec in. Of course, Nick transferred over from Simmons Park when it finished up. In the field-wise we had Dan, Marty, Johnny Eldridge was an -- our MEP super that we hired that worked on that job. We had Ryan Ledford, which was a -- basically, I guess, assistant super -- he became assistant super. He started as a PE or field PE and then became assistant super.

Q. Okay. And when you say PE, you don't mean professional engineer, you mean project engineer?

A. Project engineer, yeah. Sorry.

Q. All right. Tim, you know a guy named Steve Huyghe, H-u-y-g-h-e?

A. I do. I remember that name.

Q. Pardon me?

A. Oh, yeah, I remember the name. Yeah, I remember him.

Q. Okay. And when was the first time you met Mr. Huyghe?

A. God, I don't recall the timing, I don't.

Q. Was the job still going on?

A. I don't remember that either. There -- I think there was a couple of guys that had come in as far as schedule guys or consultants, whatever you want

to say, that came on board. The timing, I can't recall. I think one or two of them was -- was while the job was still going on toward -- I guess toward the end probably.

Q. Well, was Huyghe involved before -- when did you meet Mr. Hildebrand? Was that -- was that during the job or after -- or during that video that y'all did together?

A. It was -- yeah, it was -- it was at the very end when I --

Q. Job was still going on --

A. (Unintelligible due to cross-talk).

Q. -- or was it -- was the job still --

A. Yeah, I think the job was still going on. It was -- it was toward the -- toward the end of it I guess.

Q. From your standpoint when did the job end, I guess? Let's try to do it that way.

A. From my standpoint?

Q. Yes.

A. So there -- there's kind of TCO and then there's CO, right?

Q. Correct.

A. I think TCO, if I recall correctly, was I think December of '18, I think. And I think actual CO

was probably the end of January or February of '19, I think.

Q. Okay. For the judge, a TCO is a temporary certificate of occupancy and a CO is a certificate of occupancy, right?

A. That's correct. The TCO allows the building to open, though, for its intended use.

Q. And these are documents issued by the city building officials, right?

A. That is correct.

Q. Not the by the architect, this is an administrative decision?

A. Right. That's correct, that's correct.

Q. So the TCO was in December of '18 and you think that you first met Hildebrand before then?

A. Probably. I think it was before then.

Q. Okay. How much before?

A. A few months maybe. I'm -- I'm guessing.

Q. Okay. But can you tell me what stage of construction it was? I assume you met him at the job site or somewhere.

A. I think the first time I met him was just I think on a phone call.

Q. Okay.

A. Something like that. But the job site was

at the finishing phases. I mean, it was -- it was -- it was close to being done.

Q. Okay. So you were close to temporary certificate of occupancy?

A. I would say so, yeah.

Q. It was in the fall -- late fall or early winter of 2018?

A. That would be my recollection, yeah.

Q. Okay. Around Thanksgiving maybe, I mean, if we had to pick a time? I'm just trying to figure it out, right?

A. I guess. You probably know. I just --

Q. No, I don't know. I really don't. I really don't know. I don't follow Mr. Hildebrand around.

So do you think you met Huyghe before you met Hildebrand? Was he on the job before Hildebrand?

A. I -- I don't remember if Tom was involved then or not. Or Heuer is our personal --

Q. Sure.

A. -- you know what I mean, attorney. I don't remember which one.

Q. All right. Was Huyghe involved in the construction of this or the scheduling of actual construction or was he coming in later and looking at what had already happened?

A. I think he came in later and -- and was more of a consultant to look at what happened in the schedule.

Q. Okay. Like an expert?

A. Yeah, I would say so.

Q. Sort of an accident reconstructionist-type guy, comes in after and recreates or tries to recreate why you are where you are?

A. I don't know what his specific role is, but yeah, he was a consultant to evaluate, I guess, you know, evaluate the construction and the schedule.

Q. All right. Well, did you understand he was hired by Balfour Beatty to prosecute or assist Balfour Beatty in prosecuting its claim against Bennett Hotel for additional time and money?

A. I don't recall that was the situation then.

Q. Okay.

A. I know that I was -- at some point we heard that the owner, I guess, had hired a scheduling consultant or something, so I think that was part of us just doing it also or something like that.

Q. I got you. And do you know who the owner hired as a scheduling consultant at that time?

A. I don't. I don't remember. I don't recall.

Q. Did you ever meet with him?

A. I never met with him. I just heard, you know.

Q. Do you know whether the owner hired a scheduling consultant in order to assist Balfour Beatty in trying to complete the job or whether they hired the scheduling consultant at that time in order to make some kind of claim against Balfour Beatty? Do you know why the owner hired a consultant?

A. I don't.

Q. Okay.

A. I don't know the reason.

Q. Did you need Mr. Huyghe's help in building this building or scheduling this building?

A. No.

Q. All right. Did you need Mr. Hildebrand's help in building or scheduling this building?

A. No.

Q. Okay. When was the first -- okay. So when do you think first met Huyghe?

A. I think you asked me if it was Thanksgiving of '18, and I said I don't know, but that's probably close.

Q. Okay. I was talking about Hildebrand, but they were both at about the same time, you think?

A. Oh, probably. Somewhere in there. I don't

recall exactly.

Q. Did they come in together? Did you meet them together? Did you meet them separately?

A. No, no.

Q. Okay. So where did you first meet Huyghe? Did you meet him in Charleston? Did you meet him in Atlanta? Where did you meet him?

A. If I remember correctly -- I can't remember if he came to our office. It might have been the first time I met him is he came to the office. I think he might have come to the office and talked to us.

Q. In Charleston?

A. Yeah.

Q. Okay. And how long did you spend with him?

A. Personally, probably a couple hours maybe.

Q. Okay. And was he -- what did he want to know? What information did you give him? What documents did you provide him? And what did you tell him? And what did he ask you?

A. There were several of us, I guess, you know, our team, our office team or whatever that I think when we met with him. So general questions wanting to know change orders, wanting to know schedule, wanting to know issues, wanting to know just kind of a -- a

multiple of things that -- a synopsis of what occurred on the job just to try to get an understanding of everything.

Q. Okay. And who else was on this team that met with him?

A. I don't recall exactly, but I think Nick might have been, probably Dave Simonton. I don't recall if anybody else was there.

Q. Okay. Did you get any impression about what Mr. Huyghe was trying to accomplish at that meeting, what his goal was, why he was there, what he was doing there?

A. Just to get an analysis of the schedule, I guess, to -- I guess to understand if -- if maybe who might have had an issue if there was an issue with schedule. Just his assessment from a high level so that we understood probably more how all the changes and everything affected that schedule not just looking at a schedule, you know what I mean. You just kind of assess the whole ball of wax to figure out, I guess, who -- if we had issues with something or if the owner had issues or what, he was just trying to get an understanding of what happened and why.

Q. All right. Did you understand who was paying him? Why -- who was paying him to be there?

A. I don't know. I -- I assume us but I have no idea. I shouldn't assume, but I don't -- I don't remember seeing anything, a bill or anything like that, so ...

Q. You didn't think he was working for Mike Bennett, did you?

A. No, I did not.

Q. You didn't think he was working for the architect, did you?

A. No, I did not.

Q. You didn't think he was working for me, did you?

A. I would say no.

Q. Okay. So when he was introduced to you, I mean, did somebody say this is why this guy is here? I mean, did it ever occur to -- why are you in my office? This job is about over, what are you doing here, okay? That never sort of --

A. I mean, I would say that the -- we knew the owner had hired someone to look at schedule, so as a rebuttal, we were hiring someone to look at the schedule.

Q. Okay.

A. That's what I would say.

Q. Okay. So that you would have somebody to

debate the schedule with, with the owner, if that came up, I guess?

A. Debate?

Q. Or argue about it. I'm at a little bit of a loss. I just want to understand what's going on.

A. To have another party assess it from a different point of view, I guess.

Q. Okay. All right. Fair enough.

A. I don't know how else to answer that.

Q. Did -- did -- did -- did Balfour Beatty have the in-house capability of assessing its own schedules and its own construction --

A. I mean, we have --

Q. -- it's own work, yeah.

A. We have schedulers that put the schedule and update the schedules. Yeah, to kind of understand what obstacle at that point or what change order, whatever, was affecting critical path.

Q. Right. And I guess my question is: Y'all have in-house schedulers at Balfour Beatty, right?

A. We do.

Q. And you had a precon scheduler in-house on this job, right, preconstruction scheduler?

A. I think it's probably the same person.

Q. Who is that, Lauricello [sic]?

A. Yeah, Joe Lauricella was our --
Q. Is he a competent, qualified scheduler?
A. As far as I know.
Q. Okay. And he was the guy who put together the original schedule for this job?
A. I wasn't there when it was put together, but I know he definitely had input. I don't know the whole precon part of it.
Q. And you, based on your experience, know how to put together a schedule or at least look at one and tell whether it makes any sense or not, right?
A. Yeah, yeah.
Q. And you've got sufficient experience and are sufficiently respected within Balfour Beatty to make comments about the schedule and even dictate changes, if necessary, since you're the executive project manager on this job, right?
A. Yeah. Once the -- once the original schedule is set and the job goes, you're basically -- you update the schedule based on actuality, I guess.
Q. Right.
A. So if you say this is finishing here and it doesn't, it finishes here or here, you change that date. So it affects other things, you know what I mean. It's a moving part.

Q. Sure. And during -- and during the course of the job, Mr. Huyghe wasn't around, was he, as far as you know?

A. No, not as far as I know.

Q. He never came -- he never came to your office and asked you how things were going, did he?

A. No.

Q. And y'all never sent him any information about the schedule during the job, did you?

A. Not -- no, not that I'm aware of.

Q. But during the job -- you were on the job four years, was that it?

A. Oh, gosh. Well, I guess it was about three because right at the beginning of '15 through '18, I guess, yeah, about that.

Q. Okay?

A. Something like that.

Q. All during that period of time, Mr. Lauricello was there to review the schedule, right?

A. Yep.

Q. And he was there to review changes and updates in the schedule?

A. We would give him the updates. We would give him new change orders that were executed. Of

course large ones not minor ones that -- you know, things that we felt were in an area that would affect critical path or whatever so that he could input that into the schedule, yes.

Q. And did it ever -- in your -- that four-year period, did it ever come to your mind that Lauricello was incompetent in determining where the critical path was on the job or how to schedule a job?

A. No.

Q. Did you ever ask your superiors to get rid of Lauricello because he don't know what he's doing?

A. No, I never asked that.

Q. And then during that period of time, did you retain the same intellect and capabilities to analyze the schedule and the critical path and look at updates during that job? That ability never changed in your mind, did it?

A. To analyze the schedule, is that what you're saying?

Q. Yeah.

A. No, I don't think that we were -- I was analyzing toward the end. It was more of input and seeing what happened. If something got input and -- and dates got moved, where it pushed, you know what I mean.

Q. Yeah, sure. During the job did you actually use these schedules to build the job, or were they just something, decoration for the owner to look at?

A. Sure we used them. We -- we -- we're always watching the schedule.

Q. Sure.

A. Because that's part of our job. We don't -- we don't meet schedule; we don't meet the job deadline.

Q. Right. In fact, on a construction management job, a cost-plus construction management job, construction -- one of the construction manager's main responsibilities, other than keeping up with the money, is to properly schedule the job, right?

A. Yeah.

Q. And coordinate the job, right?

A. Coordination for sure.

Q. Because as we discussed earlier, you're not building anything, y'all aren't providing any building services. Y'all are scheduling and coordinating a project, but you're not actually laying any block or pulling any wire or any of that, right?

A. That's correct.

Q. Okay. And so during the job, you updated the schedules as changes and things happened, right?

A. And dates moved.
Q. Okay. And then you --
A. Procurement moves, you know --
Q. Sure.
A. -- getting materials, things like that.
Q. Changes on a job are going to happen. That's just -- that's just the nature of the beast, which is why schedules change, right?
A. Right.
Q. Which is why there are interim schedules, right?
A. Sure.
Q. And once you issue an interim schedule, do you use that schedule as a scheduling device or do you ignore it and go back to the original schedule?
A. We use that schedule.
Q. The schedule you use at any point in time is the most recent schedule you have because that's the best information available on the ground, right?
A. Correct.
Q. And are you able to determine through these interim schedules, at least for purposes of the schedule, where the critical path is on that interim schedule?
A. It pretty much shows you kind of where the

current critical path is once things are input.

Q. Right. Okay. And -- and as the critical path moves based on input into the schedule, at any point in time you know where that critical path is at that time?

A. Typically when --

Q. Yeah.

A. -- when there was -- when there's so many changes and moving parts, it was very difficult to lock down critical path --

Q. Right.

A. -- on this job. I'll be honest with you.

Q. Right. But -- but that's why y'all -- I mean, this is -- that's why y'all are a big multinational construction company because y'all do difficult work and you understand it's difficult, right?

MR. HILDEBRAND: Object.

A. That we're a big company and we understand difficult jobs? We understand what difficult jobs are, yes.

Q. Okay. And it's -- and -- and you've been in the construction business long enough to know that building a hotel is more difficult than building a single family dwelling?

A. Absolutely.

Q. And when you got out of -- when you went to work in Georgia 30 years ago and were working with your dad or whatever it was, you weren't capable then to do what you do now, are you?

A. No.

Q. Were you?

A. No.

Q. Okay. You've learned a lot in the last 30 or 40 years, right?

A. Yeah.

Q. And you get paid to build difficult jobs commensurate with the difficulty, correct?

A. Correct.

Q. And Balfour Beatty charges its clients to build hospitals, nuclear plants and all of whatever it builds a fee commensurate with the degree of difficulty of what's involved, correct?

A. Sure. Each job is priced different depending on its requirements.

Q. It's the nature of the beast. And there are other contractors out there who claim to also be able to do difficult work, right? So the fact that it's difficult to update schedules, okay, is that a reason not to do it?

A. That it's difficult? Well, that's probably not a reason, but I think you're putting schedule in a nutshell and not looking at everything else going on on this job and the responsibilities of everybody.

Q. Right.

A. There's a lot of moving parts. A schedule was confined to basically every two weeks we'd get together, we'd input dates, and then we're back to dealing with building the job. So was the schedule our focus, full time to analyze, constantly to figure out, no, it was not. We would do updates to see where things were pushing, you know what I mean, to try to better understand it.

Q. Sure.

A. Could we get all the change orders in a schedule, no. Someone would have to sit there full time all day every day to try to deal with it.

Q. Okay.

A. So no, that did not happen.

Q. Okay. It could have been done but y'all didn't do it?

A. It -- I guess anything could be done, but that is something, yeah, you wouldn't typically do, put that kind of effort into that schedule.

Q. But there is no doubt that you could have

hired somebody or gotten somebody in-house to deal with the schedule sufficient to determine on a biweekly basis, if you'd had wanted to, exactly where the critical path was and all the changes that were known as of that date to determine what the critical path was on a biweekly basis if you had wanted to?

A. If we wanted to hire someone, we could have, yeah.

Q. Okay.

A. I mean if that's what you're asking.

Q. Sure.

A. Yeah, you can always hire somebody else to join the team.

Q. Right. But I mean -- not -- not so much could you have hired someone but could it have been done. In other words, you think if you'd have hired Mr. Huyghe, okay, instead of hiring him at the end of the job, any reason why you couldn't have hired Huyghe during the job to produce biweekly critical path schedules to tell you exactly where you were and provide you with a tool so you would know on a biweekly basis where the critical path was based on all these changes?

MR. HILDEBRAND: Object to the form.

A. I mean you could.

Q. Sure. But instead of that what was decided was we're going to wait until it's all over with and done with and then hire Mr. Huyghe to come in here and tell us what happened?

A. No, it wasn't decided to wait. It wasn't decided to wait. I mean, it was -- like I said, we do constant updates. The -- the changes that kept just snowballing and snowballing and -- and going everywhere was just toward the end got to be almost uncontrollable to figure out exactly --

Q. Okay.

A. -- where our critical path was. It just got so difficult and the problem was there were so many pending, there were so many that wasn't set in stone, but we're trying to say, hey, this one is coming, how is it going to affect us. I don't think anybody -- personally, if you were an expert in the situation it was under, I don't think any expert could -- could have figured it out because it was constantly moving.

Q. Okay. But you do think that Huyghe is able to do it now in hindsight?

A. I think an expert in hindsight to be able to see all the information, hindsight, sure.

Q. Okay. And you think that's what Huyghe's job was or is?

A. Yeah, yeah.

Q. Okay. Have you seen his work product?

A. I think so. I think I saw it a while back.

Q. You're satisfied -- you're satisfied with his work product; he did a good job?

A. I -- I -- I don't know. I mean --

Q. Okay. All right. That's fair enough. You say the end of the job -- toward the end of the job it became so difficult it couldn't be done. Can you give me a better idea of when that transition occurred when it -- when it went from a place of yeah, we can do it, yeah, it is possible, and then all of a sudden, can't do it anymore? Was it the last year of the job? Was it the last six months of the job?

A. I think where it got -- if I can elaborate a little bit.

Q. Absolutely. Absolutely.

A. It started -- I guess the changes -- the changes started in the ground, right, when we -- when we started, we immediately realized there were some issues in the basement. In fact, I think the basement, if I remember correctly, we probably spent six months just trying to get out of the modeling of the basement because of conflicts and issues and things that were happening. Part of it I think I

recall was in the mechanical electrical room.

Design, I think we shifted some equipment to make things work. I know we had a storm drain piping size. I think our first big change order, mod or whatever had to do with storm water piping that came from the roof and balconies and went down to the basement and then would be pumped out. There was a sizing issue there. That pipe had to be upsized. And I do recall that one coming up. I think MCC brought that one up early on that they thought it wasn't sized correct. And the -- the plumbing engineer disagreed with them for a little while, and then finally -- then finally changed his tune and said, yep, we're -- we've got to upsize this. So it started there.

As we moved up the building, once we got up to first floor -- or really down on that floor, the way it was relayed was Mr. Bennett wanted to eliminate columns in his ballroom that were there from a structural standpoint. So when those columns get eliminated, all of a sudden you've got to carry that load of a -- of a nine-story building, right, up the building. So you're structural beams, your footings, pile caps, things like that increase in size. So that was some of changes going on while we were modeling.

I recall getting to the second floor, we

were dealing with mechanical changes that were happening. We went from normal, I guess, ACA -- AC vents that, you know, come out the side of a wall or in a ceiling got changed to indirect. They wanted them discreet and hid behind crown mold. So all of that coordination of those ductworks had to move and work with structural, work with other MEPs to get in these tight quarters. So as you're moving up a building, every floor you've got changes that affect the structure, that affect your sleeving to get up the building.

Q. Okay.

A. So there were several changes as we went up. Of course, there were changes. And I know you're well aware of the sixth, seventh floor changes where they went to suites. They basically took normal, you know, single bedrooms and they changed them to have suites, two bedroom suites, which changed design, changed MEP locations, sleeves in floors. So moving up the building there were constant changes like that that affected MEP.

There was a chilled water issue that we ended up -- chilled water pipes ran through the corridors. We originally had two chilled water pipes. They figured out they had to change to four. The

locations where it'd go up the building got relocated to a small closet, which created other issues with tight spaces. So as we went up structure, there were all kind of changes until we finally got to roof, we got topped out.

Now once we're topped out, and we start on the interiors, it started snowballing. The multitude of interior changes from finishes, from millwork, from doors, from, you know, just -- so -- so all of a sudden then we're dealing -- you're not just going a floor at a time dealing with a change, now all of a sudden you're ending up with changes in a nine-story hotel building that are getting affected on every floor. So that's where I'm saying it just kind of snowballed as you went on once the structure was up, and we were full -- you know, going in interior mode, that it was just all over the place. There were so many changes.

Q. Okay. And thank you for that example. Is that -- is when you got into the interior changes, is that the point in time when you would point to me and -- to say that's when it became more -- so difficult we could no longer keep up with it, or was it before then even?

A. I'd say for the most part. There's a

structure I think you could keep up with it. Like I said, it was kind of going a floor at a time.

Q. Okay.

A. After that, yeah, it got very difficult --

Q. Okay. So up until --

A. -- once the interior was going.

Q. Okay. So up until then you would think that we could go back and look at the contemporaneous records to determine where the critical path was and -- and what was going on on the job and how it was changing. But once you started the interior changes, that's, in your mind as the executive project manager, when it sort of got out of hand and you could no longer keep up with it. Is that a fair statement?

A. I'd say so.

Q. Okay. All right. So then would it be correct then that Huyghe's assistance to you and to Balfour Beatty really should be more directed to that period of time, the interior changes, because that's when you couldn't keep up. Prior to that time, you should be able to provide your own information because you've got your own schedulers, you've got your own records and everything else?

A. Yeah, I guess. I mean, he came in and did a whole evaluation but why he was doing it, yeah.

Q. Right, right. But all I'm trying to understand is, is that it would seem to me, okay, that the best information available about what happened would be from Balfour Beatty until such time as it got to where you could no longer keep up with it, which you tell me was when the interior changes took place, okay?

A. Yeah.

Q. That up until then, Balfour Beatty was competent, capable and qualified to keep up with the changes and, in fact, made changes, rescheduled things and followed a different critical path as necessary?

MR. HILDEBRAND: Object to the form.

Q. (By Mr. Bundy) Fair enough?

A. I -- I would say so.

Q. Okay. All right. All right. So have you ever been to -- have you ever talked -- Mr. Huyghe is with CORE International Consulting out of Atlanta. Have you ever been to his offices?

A. Gosh, I don't -- I don't remember. I don't think so.

Q. Have you ever been involved with him on any other project?

A. No.

Q. Okay. Have you ever been involved in a

claim such as this before?

A. No.

Q. Okay. Did you put together this claim by any chance? Is this your work product? This -- the dollar amount being claimed of some 20-something million bucks, is that your claim?

A. It's not my dollar amount. I -- I assisted in pulling, you know, documents together, whatever, that I was asked to provide. But that was it.

Q. Okay. But you're not the person I go to to explain how -- how this number was arrived at?

A. No. I'd say no. At that point I was not, no.

Q. Had you -- how many times -- other than -- after the first meeting, how many times have you met with Mr. Huyghe?

A. I -- I don't recall.

Q. More than once?

A. Possibly. Maybe a couple times.

Q. Okay.

A. I don't -- I don't recall exactly.

Q. And who was at those meetings, if you recall?

A. I mean, it would typically be possibly Joe. I think Joe was at maybe one or two. It'd be --

Q. Who is Joe?

A. Joe Lauricella, Dave Simonton, Nick Starcevic. I don't remember if -- I don't remember if Tom was there. I don't remember if my president, my vice president, I don't.

Q. Okay.

A. Hundreds and hundreds of meetings so --

Q. Right. I got you.

A. -- hard to recall.

Q. Did you keep records or notes of those meetings?

A. No.

Q. Okay. Do you recall any memorandums being distributed after those meetings to -- to record what occurred?

A. I don't recall if -- if meeting minutes or anything like that was spread out. I don't remember.

Q. Do you recall where the meetings occurred?

A. No. I remember meeting at our office once or twice maybe. I don't recall that there was anywhere else.

Q. In Charleston?

A. Yeah, Charleston.

Q. And what information did you -- do you recall providing at those meetings?

A. Me personally?
Q. Yes, sir.
A. Just kind of answering some questions on -- to clarify some of the issues that went on kind of like you're asking now. Just asking me in general --
Q. Sure.
A. -- my understanding of something.
Q. Sort of like what I'm doing, just trying to find out what you know sort of thing.
A. Yeah, yeah, yeah, yeah.
Q. Okay. All right. How about Mr. Mark Doran. Do you -- have you ever met with him?
A. Yes.
Q. All right. When did you first meet with Mark Doran?
A. Timing, I don't know specifically. I would generally say probably 2019 maybe, beginning of it, something like that I'm guessing. I don't recall exactly.
Q. Was the job already over?
A. I think it pretty much was at the end -- end of it.
Q. And where did you meet with Mr. Doran?
A. I remember meeting two or three times I think at our office.

Q. Okay.

A. Or Balfour Beatty office in Charleston.

Q. Okay. How long --

A. I think we met there.

Q. And who was at those meetings?

A. I remember, let's see, Nick, Dave. I don't remember -- Joe may have been at one of them, two or them. I don't know that he was at all of them. I think Alec Dooley might have been at a couple of them. I'm trying to remember if Alec was there. I think Alec was there for some. So it may have been -- it may have been earlier that he was on-site, so I'm trying to remember when Alec left. Because Alec left before the end of the job, so it may have been sooner than -- than what I had previously said for Mark.

Q. Did you know Doran before this job?

A. No. No.

Q. Do you know why Doran was hired and what he was hired to do?

A. Schedule analysis from my understanding.

Q. Okay. Overall, you think you spent more than three or four hours with Mr. Doran?

A. Overall, maybe a little more than that, yeah because it was -- (unintelligible due to cross-talk.)

Q. Maybe eight hours, eight hours with him?

A. Maybe, I'm -- at a recollection, yeah.
Q. Did you provide him any documentation?
A. Me personally, no.
Q. Okay. Again, was it like Huyghe, you just answered questions, basically, that Doran may have had?
A. Yeah. We went through any of the questions he had, or, you know, he'd look at issues and maybe ask for some clarification. I may have sent him, e-mails or something like that that he asked for. It's just hard to recall.
Q. Sure. What was Mr. Lauricello's role in these meetings with these schedulers? What -- what did he do?
A. I mean, he was the guy that generated the original schedule, so he would ask questions -- I mean answer questions or they may ask him for something else for him to send them. I -- I don't remember.
Q. Do -- do you know why Lauricello isn't the scheduling expert in this case as opposed to these two gentlemen who weren't involved in the job?
A. Scheduling expert, Lauricella.
Q. Yeah, Lauri- -- I'm sorry, Lauricella.
A. That's all right. That's all right.
Q. You know why he's not the expert for Balfour

Beatty since he was the guy that actually scheduled the job?

A. Well, he's -- I mean he's pretty dang good at it and he's our scheduler, but I think the other guys were an outside view.

Q. Okay. Do you know whether they disagreed with him about anything he told them or the adequacy of his schedule?

A. I -- I don't recall. I mean, there's -- there may be parts of it. I don't recall.

Q. Do you think just because these guys are from out of town with a briefcase that they know more about scheduling than Mr. Lauricello does?

A. I don't know their credentials. I don't know all their credentials, so I --

Q. Well, that's the definition of an expert is some dude from out of town with a briefcase, okay?

A. Got you. Got you.

Q. They don't do actually anything other than criticize everybody else's work because they can't actually do it.

So have you read Mr. Dorin's or Doran's -- is it Dorin (phonetic) or Doran? Do you know?

A. I say Doran, but --

Q. Okay.

A. -- I don't remember how he pronounces it.
Q. Did you see his work product?
A. I think I read the -- yeah, I read the -- the -- the end result or the next end result. I don't remember when I got it. I think I got a draft copy, and then I got a completion copy. I read it. It's -- it's been a long -- it's been a while since I read it, but yeah.
Q. Why did you receive a draft; do you know?
A. Because I was manager on the job.
Q. Perfect. Did you make any changes?
A. To his?
Q. Yeah, to his report.
A. I don't -- I don't think so. I may have made a comment to a draft or something.
Q. Okay.
A. I don't remember exactly.
Q. Is your recollection you agreed with his analysis?
A. Did I agree? I mean, he -- you know, I didn't -- I didn't disagree, let me put it that way, that I recall.
Q. Well, let me ask you this way. Do you -- do you defer to him because he's the expert and you're just a senior project manager who ran the whole job?

A. Do I defer to him?

Q. Yeah. In other words, do you defer to his opinions because he's the out-of-town expert paid by Balfour Beatty to give an opinion as opposed to what your opinion might be as the man who actually was the senior project executive who built this project?

A. I'd say I'm not deferring to his opinion. That's kind of for someone else to assess his --

Q. Okay.

A. -- credentials and his take on it. Not mine, I mean ...

Q. Okay. Fair enough. How about Mr. James R. McAuliffe. You've met Mr. McAuliffe?

A. God, man. McAuliffe. I --

Q. He's -- he's from Atlanta, 2664 Grand Prix Court.

A. I don't -- I'm not -- that ain't even ringing a bell to me for some reason.

Q. He says here he's going to testify, relate to opinions regarding design development, design changes, design errors, and design services. Did you talk to him?

A. I don't remember, to be honest. Honestly, I don't. That name doesn't even hardly sound familiar so ...

Q. Sure. I got you. Okay.

MR. BUNDY: It's 12:30. Want to get some lunch?

THE WITNESS: Sure.

MR. BUNDY: Yeah, let's do that. Let's come back at 1:30? Suit you?

THE WITNESS: It's good with me. Tom?

MR. BUNDY: Everybody else -- everybody else okay with that? All right. 1:30.

THE WITNESS: All right. Thank you.

MR. BUNDY: See you then. Thank you, Tim.

THE WITNESS: Thank you.

THE VIDEOGRAPHER: Going off video record at 12:27 p.m.

(Recess from 12:27 p.m. to 1:29 p.m.)

THE VIDEOGRAPHER: Okay. We are back on video record at 1:29 p.m.

Q. (By Mr. Bundy) Tim, could you explain to me the pay request procedure that was implemented on the project that you were the project manager on at the hotel?

A. Yeah, yeah. So G702, 703, AIAs, we would -- basically it was a percentage of the completion, and we would give -- we'd get input, of course, from the

field. We had --

Q. Let me -- let me interrupt you a minute. Instead of "we," can you give me specific individuals, because I want to know -- I really want to get into the weeds of who did what.

A. Okay.

Q. What individuals?

A. So I would say early on the schedule updates probably the first year I was in control over it for the most part, and then it kind of rolled where Nick when once he came over started doing the pay app updates. And then later on I think Alec got promoted to APM and he assisted in those also, to kind of tell you who was putting them together and then forwarding them on.

But from an office standpoint from myself, Nick, Alec, we'd get input from guys in the field. Of course, you know, different supers were, you know, kind of watching different floors, type of thing. So we would get basically a pay app from the sub with a percentage of completion. We'd get some input from them. I know walk the job. I know I would walk the job or Nick would walk the job or Alec just to kind of see where each sub was before we presented the pay app.

So once we -- once we clarified what was legit or what wasn't, we would send a pencil copy to the architect for review. Would have usually copied Jim. I can't remember, probably Kim Brown on the copies. And then they would review. Typically would then come to site and do -- the architect would come into town, walk the site or -- or -- usually not the architect I should say so much. There was a bank representative that would come also and walk.

Then we would typically sit in a meeting in our office. Sometimes the architect was there. Sometimes the architect was via phone. The bank inspector would be there, Jim would be there, and we'd run down the list, we'd run through the backup from the subs. We'd run through percent of completions and we'd discuss -- sometimes there are stored materials, you know, just different things that would come up or questions.

In some cases they may disagree with a line item, think that we're less percentage. So we'd talk about it. So in some cases we would adjust that pay app based on that final conversation and input from the architect, the construction manager, the bank. And then that official form would be signed and sent to the architect for their signature.

Q. And -- and -- and who would sign -- were you the one who signed it for the first year?

A. I believe so, yeah.

Q. Okay. And what did you understand your signature represented when you signed it?

A. That the information we're putting in there was as accurate as we can account for.

Q. What about amounts that were not on there -- or let me ask it to you this way.

Were you -- did you understand your signature was a representation that was all that was owed as of that time?

A. I guess for the most part, yeah, yeah.

Q. Okay. Unless there was an exception in -- in the document. In other words, you owe us a million bucks, but we've got a dispute over here over this $25,000. So you owe me a million and I'm reserving my rights under the 25,000 bucks, something like that?

A. Yeah, yeah. Based on that schedule of values and percentage of completion on that -- from that schedule value difference.

Q. But in so far as where you are at that time on that date when you signed it, unless it was on the request for payment or the subject of some disputed amount that was on the payment, that would -- that

payment would constitute all the owner would owe Balfour Beatty as of that date?

A. Yeah. With the exception of there would be -- we would list within that app or attached to that app, say, pending change orders, open issues.

Q. Right.

A. All that would be a part of that --

Q. Right.

A. -- whole thing, yes.

Q. Right. But something was not on there, something that was not included in the pay request, that was not on a pending issue that was not otherwise on the document to be addressed or understood or known by the owner or the bank, other than those things, that payment constituted full payment as of that date?

A. Yes.

Q. Okay. And so you understood and Balfour Beatty understood that if you -- if the owner signed a pay request -- I don't know, let's just pick a random date of October of 2016 -- that Balfour Beatty was not going to be able to go back and make a claim for money that -- a year earlier unless it was somehow reserved on that pay request?

MR. HILDEBRAND: Object to form.

A. Yeah, it's kind of -- because there were, I

guess, change orders that were signed that stated we reserved our rights to come back. So there were issues out there that were not on that pay RAP that I understood we could come back for.

Q. Okay. All right. Let's include those. At some point, okay, at any time in the job, was the owner entitled to rely on a payment: I'm paying you this money, I've gone to the bank, I've gotten you a check for a million dollars, and this is all I owe you as of today's date with the exception of anything that is -- that I know about that you have told me about that is still outstanding. But as it relates to something that you've never told me about, there's not a single shred of paper or a claim that relate to that document, we're done other than those things?

A. If it was something that was never discussed --

Q. Yeah.

A. -- never out there?

Q. Yeah.

A. Yeah, I'd say probably there wouldn't --

Q. How could it -- how could it be otherwise? How could it possibly be fair to an owner to make a payment when the contractor says, I want a million dollars -- for an example, I want a million dollars,

and we've got X amount of items in dispute, okay?

A. Yeah.

Q. Once the owner pays the million dollars, how could it be the contractor could be entitled to any more money at that time other than what was known to be in dispute and of which the owner had notice?

A. Yeah, no. For that work in place and that pay app, that would be --

Q. Okay.

A. -- yeah, that would be all of it.

Q. So you would agree with me it wouldn't be fair today for Balfour Beatty or Balfour Beatty wouldn't be avail- -- able under contract to go in today and make a claim for additional concrete in the foundation that was poured four years ago, and this is the first we ever heard of it.

Y'all don't even contend you're entitled to do that, do you?

A. I would have to agree with that.

Q. Okay.

A. Yeah, something like that, yeah.

Q. Okay. So once this document was signed by you the first -- for the first year and thereafter would have been signed by Nick, you think?

A. Yeah.

Q. Was the pay app process handled any differently from a procedural or process standpoint after you turned it over to Nick than it had been with you?

A. No. No, not that I'm aware of, no. Same process.

Q. Were you still involved in the process, you just didn't sign pay requests?

A. Yeah, for the -- for the most part. Sometimes I wasn't there at the time but most of the time I was.

Q. Okay. You still were the boss, though. You still had --

A. Sure.

Q. -- the right to override it, if you wanted to?

A. Sure, sure.

Q. And is the same thing true of Alex [sic] when he took over that process?

A. Yeah, yeah, once -- yeah.

Q. Okay. So the process never changed as far as you knew. While you may not have been the one to sign it, you were involved in it maybe not as much as you had been, but you were still the boss of it so to speak, right?

A. Yeah.

Q. Okay. Now, once the -- once someone from Balfour Beatty certified I guess is a -- certified a pay request; is that -- is that correct?

A. Yeah, I guess. Yeah, once we signed off saying we're good to send, so ...

Q. Okay. And that document is signed in the presence of a notary and sworn to be true, right?

A. Yep, notary has to be there.

Q. Okay. And do you know what that signature and notarization under oath signifies? What's -- what's that -- what's that supposed to accomplish?

A. The -- that's my signature that I am the person signing that document.

Q. Okay. What about the truthfulness of the language above your signature? This is the amount that's due, and all the money that's been paid in the previous pay request has been used to pay all the debts of that previous pay request?

A. Yeah, I'm -- I'm signing that what's in there is -- is accurate, yes.

Q. Right. Under oath. I mean you're swearing it's true, just like you swear the testimony today is true, right?

A. I guess if you consider a notary under oath.

Q. Okay. Do you know whether it is or not?
A. I don't. I don't know. I wouldn't.
Q. When you -- when you signed a pay request, did you place any particular significance on the fact that you were certifying the lang- -- the truth of the information contained therein under oath?
A. Say that one -- repeat that, please.
Q. All right. Hold on. Let me see if I can get a -- probably the easiest thing to do here is -- let me -- give me a second, Nick, I'm looking for something.
A. Don't be moving on to Nick yet now.
Q. Hold on. All right.
THE VIDEOGRAPHER: Mr. Bundy, I also do have exhibits if you'd like me to share anything, just let me know.
MR. BUNDY: Okay. That's fine.
Q. (By Mr. Bundy) All right. We'll come back to that later. I can't find what I'm looking for.
So once you sign it or somebody on behalf of Balfour Beatty signs the pay request, it then goes to the architect; is that right?
A. For review, yes.
Q. All right. And then what does the architect do or what did the architect do?

A. As I recall the architect would review it. Typically there's -- like I said, there's a pencil copy format, right? There's a pencil copy so we can all talk about it and figure out if there's any adjustments to it. And then after that point, once we all agreed we would sign it, we would send it to the architect for execution, and then she would then forward that to Kim Brown.

Q. Okay. Did the architect ever change or modify your pay request and sign a modified pay request?

A. I don't recall.

Q. Okay. As far as you know, did Balfour Beatty attempt to follow the contract requirements as it related to pay requests?

A. Yes.

Q. Do you know whether or not Balfour Beatty has ever submitted a request for pinal -- final payment?

A. I believe we have, but I'd have to go back and look.

Q. If -- if -- do you know whether that's a contract requirement or not, that a contractor make a request for final payment?

A. I don't know if it's technically in the

contract, but it is something that you would normally do. Let me put it that way.

Q. Well, if -- if you wanted final payment, you ought to have to at least ask for it, shouldn't you?

A. Yeah, yeah, sure.

Q. So you would expect to find a request for final payment in this file from Balfour Beatty?

A. I would. I would unless there's something still disputed that would, you know, nullify the exact amount --

Q. Right.

A. So there wouldn't be confusion, yes.

Q. Okay. Did you have any input in a decision whether to or not to make a final pay request by Balfour Beatty? Was that ever discussed with you?

A. I don't think so, but I don't recall --

Q. Okay.

A. -- exactly.

Q. Tell me what happened at the end of the job. How did the job end? How did y'all end up finishing or deciding to leave or conclude, whatever it was?

A. How did we finish? We got a certificate of occupancy --

Q. Okay.

A. -- before we left.

Q. Okay. And y'all left after you got a certificate of occupancy?

A. Yeah, yeah.

Q. Did you -- did you ever get a certification of final completion from the architect?

A. I'd have go back and look. I'd have to go back and look. I don't remember.

Q. Is that a contract requirement or do you know?

A. I don't recall.

Q. Okay. Did you ever get a certificate of substantial completion from the architect?

A. I don't know exactly. I know that there was a -- you know, there's like a punch list process and things like that for the architect to I guess finally approve, but I don't recall the -- the document.

Q. Do you know if the owner or the architect was still expecting Balfour Beatty to do more work when Balfour Beatty left and did not come back?

A. I know that there were -- I know after I guess the original contract completion date that we had, I know after that point in 2018 there were 20-something maybe CCDs, change of directives, which basically is directing us to proceed on like a time and material basis and then present the cost kind of

at the end. So we were proceeding on those things.

If I recall correctly there may have been a couple of CCDs still outstanding when we left. Memory serves me correct, it would be -- I think it had to do with the mechanical yard that was on the exterior of the building where the huge chillers were at. There were some, I guess, BAR requirements for some gates and some metal work like that.

Q. Right.

A. I believe is what I recall that I think that got finished by our subcontractor. And I think it was y'all ended up paying them direct. They required payment up front before they did it or something like that. So I think there was a couple things still outstanding.

Q. Okay. Do you know if there's a procedure in the contract or did it come up in the contract where, as an example, the owner would have said to Balfour Beatty: Look, y'all need to go do this work over here because it's part of the original contract requirements.

Balfour Beatty goes: No, it's not. You're asking us to do something which is the subject of additional work.

But in order for the job to proceed, you

were directed to proceed under a time and material basis for it later to be worked out as to whether or not it was Balfour Beatty's responsibility or the owner's responsibility. Did that ever -- was that procedure ever put in place?

A. I think that once we switched from a change order request to a CCD that that procedure was put in place kind of at that point to basically give it to us in a change order. We don't -- you know, the pricing exercise is time consuming, trying to get prices from subs and all that. So I think at that point when it went to a CCD, that way we were able to proceed immediately and not go through that process.

Q. Well, but doesn't the contract require the contractor to proceed even though he may dispute the work? You can't just stop and say, no, I'm not doing it, right, or can you?

A. I -- I think it says that, yeah, we would proceed if they direct us to.

Q. Okay. But just because they directed you to do it and if there's a good faith dispute as to whether or not -- I mean, basically it's just a dispute. You say we were supposed to do it under the original contract; we say we weren't supposed to do it under the original contract, but the work needs to go

forward. We don't need to -- we can't shut this job down to resolve this dispute. So what we're going to do is you're going to do the work, keep up with your time and materials. And just because we told you to keep up with your time and materials doesn't mean we're agreeing that we ultimately will have to pay for it. But at least we know what it's going to cost, and we'll decide later whether or not that is a charge to the owner or a charge to Balfour Beatty. Is that your understanding?

A. No. I don't recall the CCDs definitely not being a part of the contract or in contention on whose responsibility it was. I recall those CCDs were specific changes that the owner wanted --

Q. Okay.

A. -- so they directed us to proceed.

Q. Do you know whether under the contract documents, however, a CCD can be used in that fashion? Or is it your opinion under the contract documents or did you understand under the contract documents that anytime under any circumstances an owner issues a CCD, the owner is responsible to pay for it?

A. My understanding of it would be that if the owner issues a CCD, they would pay for it.

Q. Okay. Regardless, regardless. If it turns

out later -- let me give you just an example. Let's suppose the contractor -- the owner goes out on a job and says: Look, you were supposed to put in, you know, a sink over here. Here are the drawings. It shows the sink.

And you go: No, I'm not putting it in because we never saw that document. Y'all came in here last night and changed the drawings. Y'all are a bunch of crooks, and we're not going to do it, okay.

And there's a dispute. So is it your understanding that the owner then is -- under the contract documents cannot issue a CCD and say to the contractor: Look, put it in, keep up with the time and materials. I dispute you're entitled to it, but we need to proceed with this -- with this sink, okay? And that later on we'll go to an arbitrator or a judge or somebody to decide whether or not the sink was under the original contract or not.

That's not your -- that's not how it works as far as you're concerned?

A. I think that there were probably something in the contract that stated the owner could direct us to proceed. I -- I think so, that -- and we would proceed and work it out later if we disputed it.

Q. Okay.

A. What I recall.

Q. Okay. So -- so I guess that's what I'm trying to understand. You understood there were -- there could be situations under this contract under the way the contract is written where the owner could direct you to do the work under a CCD and yet ultimately not be responsible for the cost of that work if it were later determined that was the own- -- the contractor's responsibility or not?

A. I'd say probably, yeah.

Q. Okay.

A. Yeah.

Q. On this particular job, was it Balfour Beatty's understanding that every single CCD that the owner issued, the owner was agreeing to pay for it; that none of those were under dispute as it related to entitlement, let's say?

A. My recollection is that, yes, they were all clear changes from the contract.

Q. Okay. In -- in Balfour Beatty's -- in Balfour Beatty's mind, they were all clear changes for which you were entitled to be paid?

A. That's -- yeah, that's my understanding, yes.

Q. Was it your understanding that was also the

mindset or the understanding of Bennett Hospitality or Library Associates, that they too agreed that every single CCD we issued to you, we are going to pay for?

A. I -- I mean, yeah, I would assume that if they made a clear change to the plan, they would pay for it, yes.

Q. But was there any disputes during this entire job about a clear -- what was a clear change to the plans?

A. Did they dispute or say they wouldn't pay for it? Is that what you're asking me or --

Q. Was there ever a situation where they said: Look, we got your proposed change order. We think that's on you. We shouldn't have to pay for it.

And you go: Well, we don't think we should.

They issued a CCD, okay, and told you to go do it. But y'all understood going forward at that time on that particular one that the owner was disputing its ultimate responsibility for that change?

A. I don't.

Q. Okay.

A. I don't, no.

Q. Okay.

A. I don't recall them disputing it but ...

Q. Okay. So as far as your were concerned on

this job, the Bennett Hotel, the owner by issuing a CCD was acknowledging they owed the money for the work; that there was no disputes ever about whether that was ultimately a responsibility or caused by Balfour Beatty or any of its subs.

A. Yeah, that's my understanding, yeah.

Q. Okay. Is the same thing true of delays; that when they told you to proceed and you said there's a delay, that they were acknowledging they were -- there was a delay and agreed with you, but everybody agreed, we'll just decide later how much the delay is?

A. It's kind of -- if they acknowledged a delay, that was -- that was something that -- I don't know that they ever did. For the most part, I know our big delay was the sixth floor, which you're aware of, that we presented. And I know we went through mediation on that thing way back when. And then what was disputed, I think the architect came back because it was the architect's original -- it goes to the architect. The architect basically makes a decision, right, on that claim or the rights to it, I guess. Basically would decide whether it's days, whether it's money, whether it's -- you know what I mean, what their decision was.

Q. Sure, sure.

A. And then once that was agreed upon, we would present, you know what I mean, we would present to get that time or get that payment or whatever.

Q. If -- if Balfour Beatty disagreed with the architect's position, what did it -- was it required to do next or what did it do next?

A. Mediation.

Q. Mediation?

A. I believe. Yeah, I believe. Because that's one of the reasons we went to mediation. We did not agree with the response on the sixth floor delay.

Q. What about any other delays or any other changes that the architect may have disagreed on? What was the -- how were those handled?

A. Yeah, not -- not in a mediation form or not a request for mediation. Once we -- I know once we hit the sixth floor delay, it was kind of a -- a cumulative response to finishing it through the roof, delay through that. As far as other delays, as far as -- like most of them were change orders, right, that he would -- if we presented, we would present costs, we would present time, they frequently got crossed out, or, you know, did not want to give us, you know, time or certain costs and things like that.

So they were very reluctant to extend any general conditions, any things like that.

So that was kind of a general practice to where we put that clause in, you know, making sure we had our rights reserved. Because once we proceeded with that change, and there were so many that it -- one change might affect another that it -- where I said earlier it was hard to determine what was going on and it would, at the -- basically toward the end of the job, weed itself out to where we could reserve our rights and come back.

Q. Did -- did the architect ever request or the owner ever request, as it related to a request for time extension, an interim CPM, critical path schedule, to prove that the delay request made was affecting the critical path?

A. I don't recall that happening.

Q. Do you know whether that was a contract requirement, that when an extension for time was made, that the contractor or the construction manager actually produce a schedule that showed that particular activity caused a critical path delay?

A. I don't remember if it was a requirement or not.

Q. If it was a requirement, should it have been

met?

A. I would say so.

Q. Okay. And if it wasn't met and it was a requirement, what obligation would the owner have to give a time extension under the contract if it was not -- did not meet the contract requirements?

A. I -- I mean, that's their -- whatever the contract tells them their rights are, if it's not meeting, it's their right, I guess, not to --

Q. Right.

A. -- not to agree. It depends on, you know, the circumstances, but ...

Q. And Balfour Beatty had a copy of the contract, didn't they?

A. Of course.

Q. Okay. And so they would have been able to look at the contract to determine whether or not when the owner said, "You need to give us a critical path analysis to show you are entitled to a delay," Balfour Beatty would have been able to confirm whether or not that was a correct interpretation of the contract?

A. Sure.

Q. And if Balfour Beatty chose -- determined that it was and chose not to provide that critical path delay analysis, what in your opinion should the

owner have done? Paid it anyway or given a time extension anyway?

A. They definitely wouldn't have done that.

Q. Okay. Should they have under the contract if that was a requirement of the contract?

A. I'd say probably not.

Q. Okay. Because this isn't a -- sort of a family project. These are two commercial entities trying to succeed in the business world, right?

A. Sure.

Q. Okay. And so while they -- you might get along, you still aren't obligated to give anybody anything other than what they're entitled to under the contract, right?

A. Right.

Q. And y'all didn't expect to be given anything other than what you were entitled to under the contract, right?

A. Right.

MR. BUNDY: Okay. Tim, I think that's all I've got.

THE WITNESS: Okay.

MR. BUNDY: I appreciate it.

THE WITNESS: No problem. Thank you very much.

MR. BUNDY: All right. I'm done. Anybody -- at least depending on what somebody else asks. But for right now, I'm done. These other people may have some questions for you. I don't know.

THE WITNESS: Okay.

MR. HILDEBRAND: Nothing from me. John Hildebrand.

MR. WINDLE: This is Steele Windle. Nothing from me.

EXAMINATION BY MS. IGDAL

Q. Hey, this is Rachel Igdal. I only have a couple of questions.

A. Sure.

Q. Thanks for being with us this afternoon. I represent Pleasant Places, Inc. Are you familiar with this company?

A. Absolutely.

Q. All right. And what do you know about their scope of work at the project?

A. They're the landscape, hardscape contractor.

Q. Do you recall who you negotiated or dealt with over at Pleasant Places?

A. Oh, my word. I can't -- that was a long time ago. I know that Guy Artigues is the owner. I

can't remember if he set in the original meetings. I was thinking it was their -- maybe their precon manager with the original negotiations. I can't recall his name.

Q. Does the name Gilly Artigues ring a bell?

A. Gilly?

Q. Yeah.

A. I know who Gilly is now, but I don't recall ever meeting with Gilly on -- on this one early on.

Q. Okay. Why do you know who he is now?

A. I've sat in other precon meetings with him for other jobs.

Q. Okay. At any point in time did you approve any change orders for Pleasant Places?

A. I think so. I'm trying to remember. I believe so. I just don't recall exactly.

Q. Yeah. Sure. Of course, it was quite a while ago.

Do you have any knowledge if they performed defective work at Hotel Bennett?

A. They did not, no. They -- they were a good contractor. They performed well. If there was something that needed to be fixed or taken care of, they did it. They were -- they were good to work with so, that's -- we continue to do business with them.

Q. Glad to hear that. Do you recall specifically any instances of having to, you know, instruct them to fix anything?

A. I remember curbing. Some of the landscape granite curbing, some of the, I think, locations of it or height of it or something like that had to be modified.

Q. Okay. And -- and Pleasant Places did modify that work, correct?

A. Yes, they did.

Q. Okay. Do you know whether they caused any delay to the critical path of this project?

A. They did not.

MS. IGDAL: Okay. All right. Thank you so much. That's all I got for you.

THE WITNESS: Sure.

EXAMINATION BY MR. RANNIK

Q. Mr. Spano, good afternoon. My name is Jaan Rannik. I represent Lowcountry Case & Millwork. I'd like to ask a couple questions of you if that's all right.

A. Sure.

Q. Mr. Spano, are you familiar with Lowcountry Case & Millwork and their work on the Hotel Bennett?

A. I am.

Q. And are you aware of any way in which they contributed to any delay on the project?

A. I am not.

Q. Are you aware of any portion of Lowcountry's work that hasn't been completed as we sit here today?

A. No.

Q. And are you aware of any defects or problems of any kind with Lowcountry's work?

A. No, not that I'm aware of.

Q. Do you have any knowledge of Lowcountry asking at any time for more money than it was due in the change order or pay application process?

A. No.

Q. Would you work with them again?

A. Absolutely.

Q. Are you aware of any reason that Lowcountry shouldn't be paid in full for its work on the Hotel Bennett?

A. No.

MR. RANNIK: All right. That's all I have for you. Thank you so much, sir.

THE WITNESS: Sure.

MS. DiFRANCO: I'll go.

MR. TERRY: Mr. Spano, my name -- go ahead.

MS. DiFRANCO: Okay.

EXAMINATION BY MS. DiFRANCO

Q. Hi, Mr. Spano.

A. Hey.

Q. This is Sarah DiFranco. I represent Cook & Boardman, LLC.

A. Yes.

Q. Are you familiar with Cook & Boardman?

A. I am.

Q. Okay. And were you responsible for choosing Cook & Boardman as a subcontractor on this project?

A. Yeah, I was in the process, yeah. Yep.

Q. Who else was involved in that process?

A. I mean, they were I guess part of the precon. But once it got to me, I had post bid meetings with them along with -- I don't recall if -- If Mike Baumbach was there at the time. Brandon Denney was probably there because he and I were doing a lot of the early on kind of post bid meetings to clarify scopes.

Q. And do you recall who your point of contact was with Cook & Boardman on the project?

A. Kevin. The last name thing I'm bad at. I can't think of Kevin's last name. But he was, I don't know -- I guess he's a -- he's maybe a VP or he's over

sales. I dealt with him most of the time.

Q. Okay. In your opinion is Cook & Boardman responsible for any delay on this job?

A. No.

Q. Okay. And you're not aware of any notice to Cook & Boardman of any delay on this job?

A. There may have been something back on maybe getting some doors or hardware. I don't think it was hardware, because I know that went back and forth. But I remember something with the ballroom doors. So there may have been something I -- it's just hard, I can't recall exactly.

Q. Okay. Are you aware of an issue with the guest room barn doors?

A. Absolutely.

Q. Okay. Can you tell me -- can you give me a summary of that issue, please.

A. So barn doors were not in the original contract. It was something I think at the mockup phase that was decided they wanted barn doors. So I just remember mocking up a -- we didn't have the doors, of course, but we kind of mocked up the header and how they would be mounted and kind of stuff like that. But I just remember it being a very -- not only long lead time, but a very long time before a final

decision was made on kind of what type of barn door, I recall.

Q. So at some point in the -- in the project, it was decided that barn doors would be included in the guest rooms between the guest room and the bath, correct?

A. That's correct.

Q. Okay. And then after that decision was made, it was a -- it took a long time until a final decision was made as to what these barn doors would look like. Is that -- is that an accurate statement?

A. That's accurate. It was kind of -- if it had mirror, if it had glass, if it had bevel. There was just had all kinds -- I just remember it taking a long time to get that final decision.

Q. Okay. And who was making that decision?

A. The owner, I guess. The owner or his designers.

Q. And once a final decision was made and those submittals released, was there any delay on Cook & Boardman's part in providing those barn doors?

A. No. There was a -- the -- the -- the door that was picked was a very long lead time, but that was -- that was all clear and explained when the decision was made by the owner.

Q. So any delay related to the barn doors, in your opinion, was caused by the owner?

A. Yes.

Q. And do you know if the request for change order regarding the barn doors was paid by the owner?

A. I don't recall. I don't recall, sorry.

Q. Do you know of any issues, other issues with Cook & Boardman's scope of work on the project?

A. Not from Cook & Boardman. I just know trying to release hardware, the decision on what type of hardware and all went on for a tremendous amount of time before you guys had a decision on the exact submittal and what was approved so you could order it. But not on Cook & Boardman, no.

Q. And did Cook & Boardman complete its scope of work on this project?

A. Yes.

Q. Okay. And was that work accepted?

A. Yeah, to my knowledge, yes.

Q. Okay. Cook & Boardman has four unpaid pay applications on this job totaling $358,000 from October, November and December of 2018. Who at Balfour Beatty decided not to pay Cook & Boardman those four pay applications?

A. I don't think that Balfour was paid those

times. I think after August or September, I don't think we received payment from the owner.

Q. So the reason for not paying Cook & Boardman is because the owner hasn't paid Balfour Beatty?

A. I would probably say yes.

Q. Okay. So in your opinion is there any reason other than that that Cook & Boardman should not be paid?

A. Not that I'm aware of.

Q. Okay. And -- and did you have any input in the decision not to pay Cook & Boardman the amounts that it's owed on this project?

A. No.

MS. DiFRANCO: I don't have any other questions for you. Thank you.

THE WITNESS: Sure.

EXAMINATION BY MR. TERRY

Q. Mr. Spano, my name is Don Terry. I represent Watson Electrical Construction. How are you?

A. I'm great. How are you?

Q. I'm good. You talked just briefly about Watson earlier when talking with Mr. Bundy. And are you familiar with Watson's work on this project?

A. I am.

Q. Okay. I want to talk a little bit about them generally and then follow up on a few things Mr. Bundy asked you. Generally, do you agree that Watson is entitled to be paid for the work it performed on this project?

A. I do.

Q. And do you agree that Watson should be paid for all the additional work that it performed on the project?

A. I agree.

Q. Okay. Watson was issued -- do you recall issuing CCDs to Watson?

A. Yes. We would have done that, yeah. Any -- any CCD or changes that affected electrical would have been issued to Watson, yes.

Q. Okay. And my understanding of your testimony earlier is that it is your belief that all the CCDs for this project were for additional work; is that correct?

A. That's correct.

Q. And does that include the CCDs that were issued to Watson?

A. Yes.

Q. Okay. When -- when Watson sent you prices for additional work -- well, let me ask a better --

strike that.

Are you aware of any amounts that Watson requested for additional work on this project that you agree -- disagreed with?

A. Oh, gosh. I don't recall. There's -- usually when we get pricing, there's a lot of times that we may disagree with an hourly rate or something, but I don't remember specifically.

Q. If you submitted Watson's pricing to the owner, does that mean that you agreed with Watson's pricing?

A. Yeah, yeah. If we contested, we would contest before we forwarded it on.

Q. Is there any reason that you know of that Balfour has not paid Watson for the work it performed on this project other than that the owner has not paid Balfour Beatty?

A. No.

Q. Okay. During the project Balfour wrote some letters to Watson discussing manpower issues. And earlier you testified that Watson did not have manpower issues on the base contract work. Did you mean that there were other manpower issues Watson had? And if so, what did you mean?

A. Well, all right. So I guess I'll elaborate

a little bit. From -- from manpower goes -- the subcontractors when they get the original contract, the original schedule, they base their manpower on that, the timing of the job, the duration, what they need. There is a flow to that. When we -- when we construct the schedule, there's a flow. So typically you're working bottom up, right, following the structure so everybody can move from floor to floor and do their work. So from a base contract, I don't feel there was any manpower issues.

Where we ran into and I will -- I will -- my job is to push on contractors, and I do that a lot. I'll be honest with you. I push, even usually when you're on time, I push because the "what ifs," right? But once we are moving up the building and there's change orders still going on the first floor, there's change orders going on the second floor and our original flow had you on the fifth floor, all the sudden you're on one, two, three, four and five, right? And there was a point that once the structure got up that there were change orders going on basic- -- just about every floor.

So therefore, the flow was gone, your manpower was stretched. So we would push for additional manpower just because we're spread out.

But it was not manpower based on the original contract. That became change order issues in coverage with still completing the base contract. Did that answer your question?

Q. Okay. So these -- I'm sorry. Go ahead.

A. I was just saying -- wondering if that answered your question or not.

Q. I think it did. And so essentially what you're saying is that if Watson had any manpower issues, it was because of issues caused by changes or other impacts to the project, not something Watson caused?

A. Correct. I feel if in general if we had built the original contract, there's always changes. But take away the multitude of changes, I guess indecision on selections, things like that, yeah, Watson had -- had -- definitely had manpower -- the manpower it needed. It got more difficult --

Q. Did --

A. -- as a result of changes that came on board.

Q. Are you aware to any delay to the project's critical path caused by Watson?

A. No.

MR. TERRY: Those are all the questions

I have. Thank you.

MR. TIMBES: Mr. Spano?

THE WITNESS: Yes.

MR. BUNDY: You got a question, Michael? I've got some questions when y'all are finished.

EXAMINATION BY MR. TIMBES

Q. I just have a few. I don't expect to be more than five, ten minutes tops, Mr. Spano, but I wanted to offer you a chance to take a break if you needed one. I know you've been going --

A. No, no. I'm good, I'm good. Go ahead.

Q. Okay. Very good.

MR. TIMBES: Madam Court Reporter, this is Michael Timbes for Quantum Coatings.

Q. (By Mr. Timbes) Mr. Spano, were you involved in the punch lists that were generated towards the end of the project?

A. Somewhat, yes.

Q. Okay. Are you a -- with your involvement, are you aware of any of the punch lists that Quantum Coatings failed to complete?

A. No.

Q. Okay. So to the best of your recollection, Quantum Coatings completed any item that was required

of it under the punch list generated by the architect?

A. Yes.

Q. All right. Did Quantum Coatings complete all of the work that was required of it on the project as a whole?

A. Yes, to my --

Q. Did they --

A. -- knowledge, yep.

Q. Did they complete all additional work that was asked of them to perform?

A. To my knowledge, yes.

Q. Okay. Do you have any knowledge of any delay to the critical path that was caused by Quantum Coatings?

A. No.

Q. Are you aware of any reasons that Quantum Coatings should not be paid in full for its work?

A. No.

Q. And do you have any testimony as to why Quantum Coatings has not been paid in full to date?

A. I don't.

Q. Okay.

A. Other than -- yeah.

Q. Other than what you've said previously is --

A. Yeah. (Unintelligible due to cross-talk.)

Q. Yeah, so if I could complete that just for the clarity of it. Other than testimony that Balfour Beatty had not been paid in full for its work, you don't know of any other reason that would justify not paying Quantum Coatings; is that correct?

A. That's correct.

MR. TIMBES: Okay. Thank you, sir. I appreciate your taste -- your time and patience with us.

THE WITNESS: Sure, no problem.

MR. BUNDY: Everybody else done?

MR. LINTON: This is John Linton. I don't have any questions.

MR. BUNDY: Everybody, is that everybody?

RE-EXAMINATION BY MR. BUNDY

Q. All right. Assuming it is, Tim, I got a few more questions for you. As far as you know -- or do you have any evidence that Library Associates, LLC, or Michael Bennett entered in any contracts with the following entity to do work on the hotel. Lithko?

A. No.

Q. Guy Beatty?

A. No.

Q. Old North State Masonry?

A. No.
Q. Bernard [sic] MCC?
A. No.
Q. Gulf Stream?
A. No.
Q. Precision Walls?
A. No.
Q. Palmetto Sprinkler?
A. No.
Q. Cook & Boardman?
A. No.
Q. First Choice?
A. No.
Q. Strong Tower d/b/a Koch Construction?
A. No, not that I'm aware of, no.
Q. Watson Electric?
A. No.
Q. Trimark Foodcraft?
A. Did they -- I'm not sure. They were a food service. I don't recall.
Q. Okay. Pleasant Places?
A. Not that I'm aware of, no.
Q. David Allen Company?
A. No.
Q. Premier Exteriors?

A. No.

Q. Robert Thomas Iron Designs?

A. I'm not sure because I know there may have been something the owner had them do. I don't recall exactly.

Q. Warco?

A. No.

Q. Quantum Coatings?

A. No.

Q. Fortin Company, LLC d/b/a Crystal?

A. I only even recall who that is, Fortin Company. I remember the name but I can't recall their scope.

Q. Lowcountry Case & Millwork?

A. Not that I'm aware of.

Q. All right. So all the people that you -- all of the entities that you have said did not have a contract or any obliga- -- any contractual relationship with Library Associates, LLC, would have only been on that job or that project as a result of being in a subcontract with Balfour Beatty Construction?

A. Correct.

Q. And all of their directions, all of their contractual obligations, payment requirements, payment

considerations would have been between Balfour Beatty and that particular subcontractor?

A. I would say yes.

Q. Okay. Do -- can you point to me in the general conditions or the agreement between Balfour Beatty and Library Associates where it says that Balfour Beatty is not required to pay its subcontractors until Library Associates pays Balfour Beatty?

A. I cannot.

Q. Okay. There are -- there are, however, apparently provisions -- or are there provisions in the subcontract which say that?

A. I'd have to look back at it.

Q. Okay. You may or may not have a paid-when-paid clause?

A. Correct.

Q. You know what a paid-when-paid clause is, right?

A. I do, I do.

Q. And do you know whether a paid-when-paid clause is violative of public policy in the State of South Carolina?

A. Recollection, I -- I think it is.

Q. Okay. So if a paid when paid clause is --

violates the public policy of the state of South Carolina as created by the General Assembly, that -- apparently that should not be enforceable, should it, as it relates to a debt that Balfour Beatty owes it its subcontractors?

A. I mean, you'd -- it would be required by law to do whatever the law says, yeah.

Q. Okay. All right. So if that's the only excuse not to pay a subcontractor that Balfour Beatty has and that excuse violates the law, Balfour Beatty ought to pay that claim if it thinks it owes it, should it not?

A. If -- probably if that was the only thing and that was by law, yes.

Q. Okay. So if Balfour Beatty hasn't paid one of -- just to go -- I think one of the lawyers that represented a subcontractor, I think Ms. DiFranco, you said to her response is that there was no reason other than the fact that Balfour Beatty had not been paid why Cook & Boardman had not been paid by Balfour Beatty. Is that -- that was your testimony, correct?

A. Yeah, that's what I'm aware of, yeah.

Q. Okay. So in fact and in truth, Balfour Beatty now owes Cook & Boardman, according to their lien, $358,000, which it has not paid and has no

excuse not to pay?

A. If there's no other insinuating circumstances, I would say, yeah, they were required by law.

Q. And can you tell me what those extenuating circumstances are?

A. I -- I don't have -- don't know.

Q. Okay.

A. That's why I'm saying. I'm going by recall.

Q. Okay. As you sit here today, there is no reason why Balfour Beatty hasn't paid Cook & Boardman the money it owes it?

A. Not that I'm aware of.

Q. Okay. Now let's go to the -- let's start with Lithko. Is Lithko owed the money by Balfour Beatty that it claims?

A. I -- yeah, I'd have to look at the pay app and all that stuff, you know what I mean, the --

Q. Well, but -- okay. But Lithko didn't cause any damage to the job; it didn't --

A. Right --

Q. -- delay the job?

A. Right.

Q. It ran a great job. Okay. So they should be paid whatever they're asked for, right?

A. I would say yeah.

Q. Okay. Because it's been, what, a year and a half since the job was over. And if -- if Balfour Beatty had a reason not to pay some portion of it, I presume that would have already been taken care of by now if there was a legitimate reason not to pay them?

A. Yeah, I think so, yeah.

Q. Did -- did Balfour Beatty have any obligation to bond off mechanics liens as they were filed?

A. I don't recall. I don't know.

Q. Okay. So you don't know whether or not failure to bond off a lien would be a breach of contract or entitle the owner to deduct that amount from a pay request?

A. I don't.

Q. Okay. All right. Let's go to Old North State Masonry. Old North State Masonry alleges it's owed $1,400,731.94. Does Balfour Beatty owe them that money?

A. I don't know.

Q. Okay. Well, they didn't delay the job. They did a good job and they were your subcontractor. And if they didn't -- why haven't they been paid?

A. I don't know.

Q. Okay. But if -- but as far as you know they're owed the money?

A. I don't know.

Q. You don't know?

A. I don't know exactly what they're owed, and I don't know the exact circumstance of what they're owed.

Q. Okay. Do you know any reason why they haven't been paid? Let's put it to you that way.

A. No.

Q. Okay. And you were the senior project manager. Wouldn't you expect that they would have run that by you if they were not going to pay them if there was a legitimate reason not to pay them?

A. For final moneys I guess?

Q. Yes, yes.

A. Probably. And I -- I could have been told about it and don't recall. I just don't remember --

Q. Okay. Well --

A. -- the circumstances.

Q. How about Bernard MCC? They claim that Balfour Beatty owes them $6,539,992.14. Are they owed $6,539,992.14 by Balfour Beatty?

A. I -- I don't know the amount. I don't know.

Q. Okay. Well, they didn't delay the job,

right?

A. Right.

Q. And they're entitled to get paid whatever they spent finishing the job, right?

A. Yeah.

Q. Okay. Do you -- have you looked at their claim for 2 1/2 million dollars for loss of efficiency to determine whether or not Balfour Beatty owes that money?

A. Not in detail, no.

Q. Okay. Have you reviewed Balfour -- Bernard MCC's claim at all?

A. Vaguely, yeah --

Q. Have you -- have you made a determination it's owed?

A. -- at some point. I have not made that determination, no.

Q. Do you think it's odd that Balfour Beatty wouldn't have contacted the senior project manager to help it determine whether or not the entire $6,539,992.14 was owed by Balfour Beatty?

A. Do I think it's odd?

Q. Yeah.

A. For the amount?

Q. Yeah.

A. I mean, I was in probably some conversations of what went on. I just don't remember the exact detail of how they, you know, presented it to me or ran it by me or whatever. (Unintelligible due to cross-talk.)

Q. Do you remember what Balfour -- what Bernhard MCC's original subcontract amount was?

A. I do not.

Q. Okay.

A. I do not.

Q. Do you recall what the final payment was under that subcontract, putting aside claims for additional work and loss of productivity and all of the rest of it.

A. I do not.

Q. Okay. Just -- let me just suggest to you it's about $6 million more than is due under their subcontract if you just simply subtract what the contract amount was minus what's been paid. Okay? So roughly a $6 million additional charge. That's roughly 10 percent of the entire project, is it not?

A. Yeah. Roughly, yeah.

Q. Made by a single subcontractor, right?

A. Yeah, if their numbers are that.

Q. Do you have any opinion as to whether that's

a reasonable claim?

A. Not without knowing all the circumstances that are within it -- within that claim.

Q. Okay.

A. Yeah.

Q. But the -- but the claim would be being made against initially Balfour Beatty because that's who the contract was with, right?

A. Contract was with Balfour, yes.

Q. Okay. Did Balfour Beatty have any responsibility under its contract with Library Associates to review subcontractor claims to determine whether they were legitimate claims before they passed them on to the owner for payment or made them part of a pay request?

A. Yeah. Yeah, every --

Q. And what were -- what were Balfour Beatty's obligations?

A. To review it, understand it. I guess refute it if they disagreed with it and --

Q. Okay.

A. -- then forward it on.

Q. Should -- okay. So Balfour Beatty had some obligation not to just say to a subcontractor, I don't care what you ask for, I'm going to put it in an

envelope, put a stamp on it and send it to the owner and tell him he owes it.

That's not y'all's job, is it?

A. No. Not --

Q. Y'all's job --

A. -- would be.

Q. -- and you were paid a pretty good fee to review subcontractor claims to determine initially whether the claim was valid at all, whether it even deserved being presented to the owner, right?

A. Right.

Q. And that's what you were paid to do, right?

A. Yeah.

Q. And Balfour Beatty was in the very best position of anybody on earth to make the first decision about whether their subcontractor's claim was a legitimate claim?

A. Yes.

Q. Okay. And Balfour Beatty should be -- know more than anybody else because the owner paid them to do this, which is to review subcontractor claims to make sure before Balfour Beatty put its stamp of approval on that claim, before they gave it to the owner for payment?

A. I need you to say that again.

Q. Okay.

A. You went on a little long there.

Q. Okay. But wouldn't a certain amount of -- wouldn't a certain amount of good faith be required from an owner's standpoint from its construction manager to look out for the owner and not just simply accept whatever the subcontractor said at face value, not review it, not look at it and agree not to review it and agree not to look at it and agree just to pass it on to the owner and we'll see how it shakes out. That's not what y'all were hired to do it, was it?

A. No, no. And it would go through us and phases of the owner to get --

Q. Sure.

A. -- that ultimately up to the top.

Q. Sure. Mike Bennett and Library Associates deserves better treatment than that, don't they, from you and Balfour Beatty. They deserve to be treated better than to simply have a subcontractor come to them and say: You know what, Mike Bennett needs to give us another $6 million. And all you say is: Sure, I'll be glad to pass it on, and if he wants to pay it, that's fine. That's not -- that's not right, is it?

A. I mean, I wouldn't think anyone would just

carte blanche throw something --

Q. Okay.

A. -- you know.

Q. While you wouldn't -- whether you would think -- whether -- you know, I wouldn't either. But that certainly wouldn't be a proper way to handle a subcontractor claim by a construction manager, would it? That would not be the appropriate way to handle it?

A. No, it wouldn't.

Q. Okay. And it would certainly violate any duty of good faith and fair dealing, accountability or, you know, working in the best interest and the most efficient interest of the owner under this project, correct?

MR. HILDEBRAND: Object to form.

Q. (By Mr. Bundy) You wouldn't be -- you wouldn't be doing those things if you just simply passed claims on, would you?

A. I mean, no, you wouldn't --

Q. Sure.

A. -- pass the buck without any review.

Q. Right. Okay. And do you know whether or not there are any agreements between Balfour Beatty and let's just say -- let's go ahead and use Bernhard

MCC. Are you aware there are any written agreements between -- secret written agreements. Secret, okay?

A. Secret --

Q. Secret agreements --

A. I'm not aware of secret. I know there are some --

Q. Secret as between Balfour -- it's secret to the rest of the world. It's not secret between Balfour Beatty and Bernhard MCC. But it's secret to the rest of the world. Were you aware that there was an agreement that is secret as to the rest of the world between Balfour Beatty and Bernhard MCC that Balfour Beatty will not review any of the claims made by Bernhard MCC, but will simply pass them on to the owner to see how much the owner will pay and then later on they'll divide up the profit? Are you familiar with that?

MR. HILDEBRAND: Objection to form.

A. No, no.

Q. You wouldn't have a -- you wouldn't have a hand -- you wouldn't have part in that, would you, as a professional?

A. I know there's a joint defense agreement but --

Q. Pardon me? You know what?

A. I know there is some -- some kind of agree -- joint fence -- joint defense agreement or something like that, but that's about the extent of it.

Q. Well, joint defense agreement is sort of working together to defend. I'm talking about something a little different here. This isn't a joint defense agreement. This is an agreement, okay, that says, we, Balfour Beatty are not going to review your claims. We're going to pass along. We're not going to review them. We're not going to vouch for them. We're just going to pass them on.

A. No, I --

Q. And depending on how that shakes out and how much we're able to clip the owner for, we're then going to divide up the spoils, okay? You wouldn't have a part of such agreement, would you?

A. No. And I'm not aware of that.

Q. Okay. But you -- if they were the case or close to it, you personally would not have a part of that, would you?

A. No.

Q. Okay. That's not proper business, is it?

A. I wouldn't --

Q. Okay. And do you know whether or not the

contract between Balfour Beatty and Library Associates specifically excludes and prohibits such agreements?

A. I'm not aware. I don't -- I don't.

Q. Okay.

A. I'm sorry.

Q. But is it -- but even if it doesn't, do you really need to have such a clause in a contract that says, you know what, we -- it's necess- -- do you really need an agreement in a contract with Balfour Beatty to keep Balfour Beatty from entering into secret agreements with their subcontractors to pass on claims that they don't even look at?

A. You -- you wouldn't put anything about a secret agreement in a contract, no.

Q. Because you wouldn't expect it, would you?

A. No. I wouldn't expect anybody to do a secret agreement, no.

Q. Because -- because I don't know if any -- about anywhere else, but in South Carolina we have an implied agreement in law of good faith and fair dealing in all contracts, okay? Some states have it, I guess, some states don't. Georgia probably doesn't because that's not how they do business down there, but that's my own personal problem with Georgia. Okay.

A. That's your --

Q. But certainly having secret agreements with subcontractors not to review claims would not be good faith and fair dealing, would it?

MR. HILDEBRAND: Object to form.

A. No. A secret agreement would not, no.

Q. Okay. All right. Let's run through very quickly then, is the same thing true with the rest of the subcontract -- well, let's -- let's do it this way. Gulf Stream, Gulf Stream says they're owed $119,000. Why haven't they been paid?

A. I -- I don't know, I mean exactly. I don't know. Yeah.

Q. Okay. Precision Walls, there -- they say they're owed $1,236,284.65. Why haven't they been paid?

A. I don't know without looking into the details, I mean.

Q. What -- what did they do?

A. Who did you say again? The --

Q. Precision Walls.

A. Precision -- Precision was framing and drywall.

Q. Okay. They filed a lien but they've released it. Do you know if they've filed a separate

lawsuit against Balfour Beatty to get their money?

A. Do I know of?

Q. Uh-huh. Yeah.

A. I'm not aware of that.

Q. Okay. Do you know whether Balfour Beatty caused any damages to the job, delay to the job or whether they should be back charged for anything?

A. P Walls?

Q. Yeah.

A. Not that I'm aware of. I'm sorry. I'm using P Walls as an acronym.

Q. That's fine, P Walls.

A. Yeah.

Q. So -- so Joy Floyd -- Joey Floyd is their lawyer, okay.

A. Right.

Q. So if I -- when I call Joey up this afternoon and say, I've got some good news for you. The senior project manager for Balfour Beatty has told me today under oath that your client is entitled to all his money. Is that a fair statement?

A. No. That would be up to my -- our attorneys at this point.

Q. Okay. Would I be able to say to him that I asked the senior project manager on this job whether

he had any reason to give me as to why your client has not been paid? He was unable to give me any reason. Is that a fair statement?

A. Yeah, I -- yeah, I'd say so.

Q. Okay. Palmetto Sprinkler. They say they're owed $219,000 and change. Do you know why they hadn't been paid?

A. I don't know the extenuating circumstances.

Q. Did they delay the job?

A. No, not critical path, no.

Q. Okay. Let's seek, Cook & Boardman.

First Choice, they say they're owed $360,000. You got any idea why they haven't been paid?

A. I don't.

Q. Okay. I think we've been through Watson Electric, Pleasant Places.

Have you -- have you ever -- and I'm just about done. Have you ever read the agreement that I was sort of going over earlier with you that you referred to as the joint defense agreement? Have you ever read it?

A. I have not.

Q. Okay.

A. I have not.

Q. Did anybody discuss it with you whether it was a legitimate or valid or reasonable thing to sign in the context of this particular job?

A. No.

Q. Okay.

A. No.

MR. BUNDY: Thank you, Mr. Spano.

THE WITNESS: Sure.

MR. BUNDY: Good to see you. Take care.

THE WITNESS: You too, take care.

Anybody else?

THE VIDEOGRAPHER: Okay. Before we go off the record, I would just like to request counsel states their name and if they would like a copy of the video, if they are requesting a copy.

MR. BUNDY: Bill Bun- -- this is Bill Bundy. I'd like a copy.

THE VIDEOGRAPHER: Thank you so much. And would you like that to be synced, Mr. Bundy?

MR. BUNDY: Well, I don't know how to do it, so I need somebody to do it.

THE VIDEOGRAPHER: All right. Sounds good. Thank you.

MR. HILDEBRAND: Tom Hildebrand, I would like a copy. Thank you.

THE VIDEOGRAPHER: Thank you so much. And would you like that synced, Mr. Hildebrand?

MR. HILDEBRAND: Yes, please.

THE VIDEOGRAPHER: Thank you.

MR. LINTON: This is John Linton. I do not need a copy of the video, but I'd like an Etran of the transcript.

MR. RANNIK: This is Jaan Rannik. I would like exactly what John Linton wants. Thank you.

MR. TIMBES: This is --

MS. DiFRANCO: This is --

MR. TIMBES: -- Michael Timbes. Ditto for Quantum Coatings, just the transcript.

MR. TERRY: This is Don Terry.

MS. DiFRANCO: This is --

MR. TERRY: I want just the transcript for Watson Electrical.

MS. DiFRANCO: This is Sarah DiFranco. I only want an Etran, please.

MS. IGDAL: This is Rachel Igdal. At this time I don't think that I want anything, but I appreciate it.

THE VIDEOGRAPHER: Thank you.

Okay. If that is all, that concludes today's proceedings. We are going off video record at 2:42 p.m.

(Whereupon, at 2:42 p.m., the foregoing deposition was concluded. Signature was reserved.)

WITNESS CERTIFICATION

I, TIMOTHY SPANO, declare under the penalties of perjury under the State of South Carolina that I have read and examined the contents of the foregoing testimony as given by me on December 17, 2020, and that to the best of my knowledge and belief the foregoing pages are a complete and accurate record of the testimony given by me, except as noted on the Errata Sheet attached hereto.

I have __ have not __ made changes/corrections.

_____

TIMOTHY SPANO

ERRATA SHEET

RE: BALFOUR BEATTY v. LIBRARY ASSOCIATES
VIDEO ZOOM DEPOSITION OF: TIMOTHY SPANO
DATE TAKEN: DECEMBER 17, 2020

Please read this transcript with care. If you find any corrections or changes you wish made, list them by page and line number below. DO NOT WRITE IN THE TRANSCRIPT ITSELF. Return the Errata Sheet and Witness Certification to this office. We appreciate your prompt attention to this matter.

To assist you in making any corrections, please use the form below. If supplemental or additional pages are needed, please furnish same and attach thereto.

Page	Line	Correction or Change/Reason for Change
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
TJV TIMOTHY SPANO

STATE OF SOUTH CAROLINA

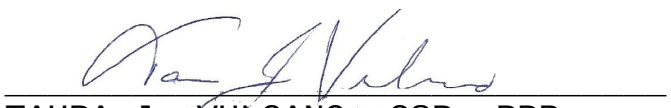
COUNTY OF LANCASTER

CERTIFICATE OF REPORTER

I, TAURA J. VULCANO, CSR, RPR, Notary Public, do hereby certify that the witness whose testimony appears in the foregoing transcript was duly sworn or affirmed by me pursuant to SC Supreme Court Order No. 7 dated April 3, 2020; that said proceedings were taken by me by Zoom Video Conference to the best of my ability and transcribed under my supervision and direction; that the parties were present remotely as stated; and that I am not of counsel for, related to, in the employment of any of the parties to this action, nor am I financially or otherwise interested in the outcome of this action.

I do further certify that the foregoing pages constitute a true and accurate transcript of the proceedings.

This the 29th day of December 2020.



TAURA J. VULCANO, CSR, RPR
My Commission Expires: 9/25/2024

$

$1,236,284.65 223:15

$1,400,731.94 212:19

$119,000 223:11

$219,000 225:6

$25,000 170:17

$3 118:18 119:10, 11

$358,000 198:21 210:25

$360,000 225:13

$48 117:21

$500,000 118:21 121:19

$6 215:17,20 218:21

$6,539,992.14 213:22,23 214:21

$60 59:8 107:13 109:19,22 118:4

0

05 27:2

07 18:11 27:1,10,15 29:24,25 30:8

1

1/2 214:7

10 67:18 215:21

100 58:1,3 119:11

10:12 64:13,14

10:22 64:14,16

10:25 64:7

11 32:8 33:5,21

1100-square 36:23

12 50:17 68:4

12:27 167:15,16

12:30 167:2

15 34:9 35:11 41:24,25 42:1 43:20 46:21 59:12 96:24 97:6,15 144:14

15-day 97:15

150 49:16

16 41:23 50:18

17 6:4

18 134:25 135:14 138:21 144:14

19 135:1

191 5:5

193 5:6

195 5:7

1984 17:7

1985 17:24 22:9,11 23:1,4

1987 24:12 25:3

199 5:8

1:29 167:16,18

1:30 167:6,9

2

2 99:13 214:7

20 67:17

20-something 159:5 179:23

200 29:17

2000 26:1

2007 30:11

2008 30:11

2011 30:25

2015 34:12 36:2 41:6 50:20 59:12 64:18 69:11 91:15 113:21

2016 171:20

2018 136:7 179:22 198:22

2019 15:8 161:17

2019-CP-1001108 6:9

2020 6:4

204 5:9

206 5:4

21 25:5

25,000 170:18

2664 166:15

28-month 65:22

2:42 228:4,5

2D 112:21 113:14

3

3 119:13

30 96:15,19,20 149:3,9

3D 112:21,24 113:10

4

40 149:10

45 96:23

5

500 109:25

54 16:25

6

60 117:22

7

703 167:23

8

8 5:4

80 30:16

85 22:13 23:6

86 17:24

87 25:15,25

88 25:16

9

90 30:16

9:03 6:3

A

a.m. 6:3 64:13,14, 16

ability 69:5 124:13 145:16

able 18:16 21:8 55:3 94:21 117:21 121:12,20 147:21 149:22 152:20,22 157:21 171:21 173:13 181:12 189:16,20 221:15 224:24

about 8:19 9:14,15, 22 10:1,2,18 16:2,8 17:19 18:1,22 20:13,20 23:11 24:14 25:18,22 26:7 27:2,15,17 29:20 30:25 31:5,6, 17,19 32:4,8 33:21 34:18,22 36:23 37:11 38:19 41:15, 16,17 43:1 45:25 47:15 49:16 51:2 52:4 53:3,17 55:17 60:18 63:6 65:21 71:22 78:12 79:21 81:25 83:8 89:5 91:11,12 103:14, 16,19 105:24 109:11 114:24 120:8 124:12 125:2,11 130:11,20 131:1,9 138:23,24 140:9 141:17 142:4 143:15 144:9,13,15 158:3 161:11 164:7,13 166:12 169:21 170:8 172:11,13 175:15 177:4 185:8 186:3 187:13 191:19 199:22 200:1 202:22 213:18,21 215:17 217:16 221:3,6 222:13,19 225:19

above 175:16

absolutely 35:1 39:12 46:13,16 59:10 61:11 75:25 94:6,8 98:5,11 116:25 119:4 149:1 153:17 191:18 194:15 196:15

AC 155:2

ACA 155:2

accents 104:13

accept 107:25 218:7

accepted 198:18

accident 137:6

accomplish 140:10 175:12

accomplished 96:18

according 60:14 210:24

account 120:1 170:7

accountability 219:12

accountants 122:25 123:2

accounting 45:4 119:1 122:23 130:3

accumulate 96:7

accumulated 23:17 125:20

accuracy 52:21

accurate 170:7 175:21 197:11,12

Acknowledge 8:6

acknowledged 186:13

acknowledging 186:2,9

acquisition 30:6

acronym 87:16,17 88:21 224:11

across 14:6 36:22, 25 68:9

activate 19:12

activity 69:1 96:15, 16,18 97:3,4,6 188:22

actual 42:8,9 64:24 95:23 126:3 134:25 136:23

actuality 143:20

actually 22:2 23:5 29:21,22 31:16 32:11 33:22 39:8 63:9 69:18 86:23 97:7 115:11 118:1 121:15,20,24 122:17 146:1,21 164:1,19,21 166:5 188:21

added 55:19

additional 83:13 84:18 109:2,7,11 120:23 124:18 125:16 127:12 128:14,18,23 137:15 173:14 180:24 200:8,18,25 201:3 202:25 205:9 215:13,20

addressed 171:13

adequacy 53:3 164:7

adequately 104:22

adjust 169:21

adjustment 113:12

adjustments 66:5 68:22 94:23 105:25 113:2 177:5

administrative 135:12

Advancedone 6:12

affect 78:18 82:8,9 101:6 145:2 152:16 155:9,10 188:7

affected 79:17 81:5 86:8 140:18 155:21 156:13 200:14

affecting 142:18 188:16

affects 86:15 143:24

after 6:18 14:19 18:5,7 25:22,24 26:11 27:3 28:6 31:14,16 38:25 39:7 40:2 62:1 63:12 69:2 79:9,15, 22 80:16 87:4 90:14 132:6 134:7 137:7 157:4 159:15 160:14 174:3 177:5 179:1,20,22 197:8 199:1

afternoon 191:15 193:18 224:18

again 14:16 16:8,9 27:10 48:20 67:25 76:20 102:25 103:19 109:22 128:15 163:4 194:14 217:25 223:20

against 90:9 137:14 138:7 216:7 224:1

ago 21:24 23:19 149:3 173:15 191:25 192:18

agree 77:11,13,15 80:3 97:8 165:20 173:11,19 187:12 189:11 200:3,7,10 201:4 218:8,9 221:2

agreed 48:10 78:2 80:16 85:22 121:6 165:18 177:6 185:2 186:10,11 187:2 201:10

agreeing 182:6 184:15

agreement 58:23 60:1 209:5 220:11, 23 221:2,5,8,17 222:9,14,17,20 223:6 225:19,21

agreements 219:24 220:1,2,4 222:2,11 223:2

ahead 22:15 71:12 115:23 116:11 123:25 194:25 203:5 204:12 219:25

AIAS 167:23

ain't 166:17

Al 7:10

Alec 132:25 133:2 162:9,10,11,13 168:12,17,23

Alex 174:18

all 4:8 7:19 8:18 9:17 13:8 15:4 16:10,20,23 17:3, 15,20 18:21 19:17 22:8 24:4,6 25:22 26:3,11,18 28:19 30:6 31:10,14 32:25 33:3 34:20 35:4,7 36:1 38:13, 14,15,17,20,25 39:13 40:4,10,14 41:12 43:11,19 45:8,11 46:9,17 48:9 49:25 53:19 58:7,15 59:11 61:17 62:1,20 63:5 64:17,24 65:8,17 66:9 69:15,20 73:1, 2,4,22 76:17 80:3, 15 81:14 82:18 83:2 85:9 86:19 87:10 89:1 90:15 91:10 92:19 93:12 97:17 98:6 102:10, 17 105:6 106:20 107:24 108:3,25 110:5,14,22 111:3, 5,10 114:18 115:17 116:3 118:6 119:2 121:17,18 122:10, 23 123:3,7,18 128:11 130:14 132:14 133:13 136:22 137:12 138:15 140:17,24 142:8 144:18 149:16 150:17 151:4,23 152:2,23 153:7,12 154:20 155:5 156:4,9,11, 17 157:16 158:1,16 161:11,14 162:8 163:24 164:15 167:9,10 170:11 171:1,7 172:5,9 173:10 175:17,18 176:8,13,18,24 177:4,6 181:11 184:18,21 190:21 191:1,19 193:14, 15,20 194:20 197:14,24 198:11 200:8,17 201:25 202:18 203:25 205:3,4,9 206:17 208:16,17,24 210:8 211:18 212:17 214:12 215:13 216:2 217:9 218:21 222:21 223:7 224:21 226:24 228:2

allegations 74:23

alleges 212:18

Allen 207:23

allocated 96:15

allowance 70:21

allowed 62:6

allows 135:6

almost 25:5 152:9

along 49:20 113:25 190:12 195:16 221:10

already 35:5 42:6 48:15 52:15 67:21 136:25 161:20 212:5

also 4:16 7:18 18:24 33:11,13 40:8 44:10 65:15 68:8 93:13 95:11 96:4 104:10 111:17 119:5 129:13 137:21 149:22 168:13 169:9 176:14 184:25

always 14:13 53:1 54:2 58:16,18 68:20,21 74:10,11 99:19 113:5 120:12 146:4 151:12 203:14

am 6:10 42:1 92:11 175:13 193:25 194:3 195:9 199:25

America 26:17

among 66:18 99:6

amount 29:12 47:6, 12 63:24 93:21 103:10 109:23 118:12 121:24 159:5,7 170:25 173:1 175:16 178:10 198:11 212:14 213:24 214:24 215:7,19 218:3,4

amounts 95:24 170:8 199:11 201:2

an 13:2,6 20:8 28:21 29:22 30:11 31:24 33:5,21 36:20,22 41:3 43:13 44:23 47:6 52:2 53:7 57:6 66:22 67:14 68:23 71:11 79:20 81:25 85:7 87:4,16 90:8, 13,17 91:25 95:13, 23 96:14 97:3,4 100:8 105:24 109:10 113:12 119:1 125:16,23 126:9 127:12 128:17,22 132:19, 22 133:5 135:11 137:4,6 140:2,13,

15,22 145:2 147:13 152:17,22 164:5,16 166:4 168:16 170:14 172:23,25 180:18 182:21 183:1,16 188:14,19 196:13 197:11 201:7 216:25 218:5 220:11 221:8 222:9,19 224:11 227:8,22

analogy 60:10 62:22

analysis 79:21 82:13 140:13 162:20 165:19 189:19,25

analyze 145:14,18 150:10

analyzing 145:22

and 6:14,18 7:9,16 8:9,18,21 9:7,25 10:3,4,17,20 11:6, 19 12:3,14,15 13:1, 5,10,19,21 14:5,8, 21,22 15:1,4,5,10, 12,13,14,17,18,23 16:2,5,10 17:8,15, 19,20 18:10,13,24 19:6,8,11 20:11,12, 25 22:5,9 23:4,6, 16,21 24:8,9,11,12, 16,25 25:1,3,12,13, 17,25 26:6,8,15 27:5,7,16,22 28:13, 15,19 29:3,5,7,8,18 30:5,6,10 31:4,17 32:6,12,15,21 33:3, 13,22,24 34:7,18, 20,22,24 35:12,15, 23,24 36:1,5,11,17, 23,25 37:17 38:8, 11,13,14 39:4,11 40:4,12,13,14,20, 21 41:16 42:8,25 43:1,2,3 44:3,10, 17,23 45:5 46:9,14, 19,25 47:2,7 48:5, 8,9,10,12,25 49:5, 13,15 50:14,17,25 51:12,13,15,20 52:2,15,20,24 53:12,22 54:1,3,4, 7,17,23 55:10,15 56:3,12 57:8,10,14, 19 58:7,18,23 59:15,16 60:7,12, 14 61:3,7,17,18,19 62:1,2,8,14,18,20, 22 65:7,11,14,15, 16,17,23 66:8,9,17, 21 67:15,18,21,24 68:1,2,4 69:8,10, 17,19,20 70:4,15 71:3,5,11,12,17,25 72:4,23 73:1,6,13 74:3,12,22 75:7,16, 19 76:6,17,22 77:3, 7,19,21 78:16,23 79:3,5,8,16,21,24 80:3,6,11,12,17,18 81:9,12,21 82:21 83:4,17,20,24 84:6, 10,11,13,14,16,17, 21 85:1,4,8,12,15, 20,21 86:3,15,19 87:2,3,6,8,13,15, 19,20,22 88:1,6,7, 9,17,22,23 89:8,9, 25 90:5,9,12,13,17 91:12 92:2,3,6,22, 23 93:3,20 94:17, 25 95:7,15 96:10, 18,23,25 97:5,15 98:12,17 99:2,5,11, 12,14,24 100:10,24 101:11,24 102:3, 17,23 103:5,6,9,16, 22 104:2,5,6,10,13, 17 105:5,6,17,20, 23,24,25 106:2,17, 18,19,20,25 107:2, 3,6 108:2,5,6,8,16, 20 109:2 110:9,11, 14,19,21,23 111:7, 14,20,21,24 112:1, 9,15,16 113:1,3,6, 14,18 114:4,5,9 115:3,17 116:7 118:4,19,20 119:4, 8,10,16,24,25 120:1,7,12,15,21 121:10,11,17 122:4,5,8,11,23 123:18 124:5,7,12, 21,22 125:1,8,12, 15,21 126:21 127:5,9,10,12,21 129:4,7,23 130:10, 21,23 131:1,5,7,16, 23 132:14,17 133:9,10,19 134:21,25 135:4,8, 14 136:24 137:1,7, 11,15,22 138:21 139:11,15,17,19,20 140:4,18,23 142:12,15,19,22 143:4,9,10,13,15, 19,22 144:1,6,8,22 145:5,13,14,15,22, 23,24 146:16,20, 24,25 147:1,2,13, 15,21 148:2,9,16, 19,22 149:2,3,12, 15,16,21 150:3,4,8 151:4,20 152:2,3,8, 13,24 153:12,24 154:6,7,8,11,12,13 155:5,6,14,17 156:6,16,19,22 157:8,10,13,17,23, 24 158:10,11,12 159:22 160:7,24 161:23 162:5,18 163:8 164:4 165:6, 24 166:10,21 167:24 168:10,12, 13,14 169:5,6,9,13, 15,22,24 170:1,4, 17,20 171:17,21 172:9 173:1,6,7,14, 15,23 174:18 175:7,8,10,11,17 176:24 177:4,5,7, 10,21 179:1,6,7,14, 19,25 180:8,11 181:1,11,13,16,21 182:4,5,7 183:3,6, 8,9,10,12,14,16,23, 24 184:6 185:15,16 186:8,10,17,18 187:2,25 188:6,9, 11 189:3,13,16,23, 24 190:11,16 191:19 193:8,24 194:1,7 195:10,18, 21 196:5,9,23 197:5,8,16,19,24 198:4,11,13,15,18, 22 199:10,23 200:2,7,16,21 201:20,24 202:9, 11,12,15,17,19,20 203:8 205:19 206:8 208:24 209:2,6,21 210:10,14,23,25 211:5,18 212:2,3, 23,24 213:5,11,17, 18 214:3 215:13 216:17,20 217:1,2, 7,12,14,19 218:6,8, 9,10,12,16,18,20, 21,22 219:11,12, 13,23,25 220:9,12, 15 221:14,18,25 222:1,2,20 223:4, 22 224:18 225:6,18

226:15,21 227:4

another 24:15 30:24 31:4 55:24 76:8,12 81:5 92:3 97:6 99:2 101:1 104:2 113:15 122:22 132:23 133:2 142:6 188:7 218:21

answer 8:19 10:10 22:5 63:13,15 77:24 115:19 142:9 163:17 203:4

answered 28:25 163:5 203:7

answering 161:3

answers 8:20 75:17

anticipated 54:11 113:4

anticipation 58:14, 19

any 9:24 10:25 11:2 12:7,8,14 13:14 14:12 16:5,20 18:6 19:17 20:7,18 21:15,21 22:1 38:25 41:10 42:2,3, 12,15,19 43:13 46:2,6 48:2 50:25 51:3,7,18,19,25 52:4 53:2 54:20 55:1,4 58:19,20 59:4 63:22 66:4 68:2,10 72:20 73:19,21 74:3,5,10, 16,23 75:12,14 76:18,21,23 81:9 82:11 83:12 84:19 85:7 86:7,11,22,24 94:23 95:3 98:7 101:25 102:4,7,8, 14,18,20 104:19 105:10,13 107:17 109:2,6,7,8 112:14 114:10,13,23 119:7 123:21 124:12,16, 18 125:5 130:2 131:2,9 140:9 143:11 144:8 146:19,21,22 147:17 148:3 151:18 152:18 158:22 159:4 160:13 163:2,7 165:11 172:6 173:4 174:1 176:4 177:4 178:13 182:21 185:7 186:5 187:13 188:1,2 192:13,14, 19 193:2,11 194:1, 2,4,7,8,10,11,16 196:3,5,6 197:20 198:1,7 199:6,10, 14 200:13,14 201:2,14 202:10 203:9,22 204:21,25 205:12,16,19 206:4,13,19,20 208:18 211:20 212:8 213:8 215:25 216:10 219:11,22, 24 220:1,13 222:18 224:6 225:1,2,13

anybody 13:10 68:2 85:16 89:18, 19,22 105:7 114:19 140:8 152:16 190:12 191:2 217:15,20 222:16 226:1,12

anybody's 66:22

anymore 19:8,9 106:21 153:13

anyone 9:11,17 89:13 94:10,12 98:9 218:25

anything 12:14 13:3 14:5 16:7 19:14,19 21:11 28:7 41:15,17 52:21 74:19 81:9 90:18 102:12 106:20 107:7 123:15 127:19 128:8 130:3,8 131:8 141:3 146:19 150:22 160:17 164:7,19 172:10 176:15 190:13,16 193:3 222:13 224:7 227:24

anytime 182:21

anyway 129:8 190:1,2

anywhere 160:21 222:19

apartment 33:6,11, 21

apartments 28:1 33:14,15

APM 168:13

apologized 131:1

app 168:11,20,25 169:22 171:4,5 173:8 174:1 211:17

apparently 209:12 210:3

APPEARANCES 4:6,8

apples 48:4

application 194:12

applications 81:23 198:21,24

appreciate 63:19 190:23 206:8 227:25

appropriate 219:8

approval 45:6 46:4 55:8 217:23

approve 56:6 179:16 192:13

approved 55:7 78:24 198:13

arbitrator 183:16

architect 55:12 59:23 83:6,16,18 84:1,10,13,19 85:14 87:8 89:9 91:3 105:7 106:3 107:8,14,20 110:22 113:8 114:6,11 135:11 141:9 169:3,6,8,11,12,23, 25 176:22,24,25 177:1,7,9 179:5,12, 15,17 186:19,21 187:14 188:12 205:1

architect's 87:5 113:22 186:20 187:6

architects 114:21

architectural 54:7 111:4

are 6:3,12,15 8:4, 12,14 9:9 12:22 16:24 19:3 20:12, 14 21:21 31:12 34:25 35:1 47:18 49:12 54:2 57:22 60:11,12 64:15 67:7 69:23 70:2,11 77:21,22 82:18

83:7 88:23 92:23 103:25 104:4 108:19 113:3 114:2 115:4,7 116:1,2 117:13 129:20,23, 24 130:5 135:8 137:8 141:16,17 143:13 146:20 147:6,10,21 148:1, 14,21 149:5,21 156:13 164:11 167:17 169:16 170:22 183:4,8 185:3 189:8,19 190:8 191:16 193:23 194:1,4,7, 16 195:8 196:13 199:19,21,23 201:2 202:15 203:22,25 204:5,20,21 205:16 209:11,12 211:6 213:23 215:24 216:3 219:24 220:1,5,16 221:9 226:16 228:3

area 14:6 26:5 29:13 32:17,18 34:6 51:13 56:13 100:25 145:2

areas 16:4

aren't 146:19 190:12

argue 9:25 142:4

Argument 10:3

around 11:9 17:24 22:18,24 25:4,15 26:1 27:2,18 35:10 41:23 59:13,14 71:8 98:19 104:1 136:9,14 144:2

arrangements 34:4

arrived 51:9 159:11

Artigues 191:25 192:5

as 6:13 8:10 20:8 21:16 26:14 30:11, 13 34:23 35:17 36:8,11 37:16 43:13,14 44:20 46:23 49:1,17,21 51:12 54:14 55:3, 19 57:19,25 58:8 60:19,22 61:5 62:15,19 65:10,18 66:7,22 67:25 68:23 69:2 70:5 71:6 74:3 75:11 82:7,10,16 85:3 86:7,18 89:21,22 91:5,23 93:17 94:20 96:9 97:19, 23,24 99:25 100:9, 21 101:9,10 103:5, 15 104:3 108:4,5, 13 110:16 111:19 113:23 115:1 118:4 123:8 127:19 128:19 130:6 132:12,14,16,17, 22,25 133:8,24,25 137:23 141:20 143:3 144:2,3,4 146:18,25 147:14 148:2 151:5 154:15 155:8,13 156:3,15 157:12 158:4,12 159:1 163:20 166:4,5 170:7,12, 22 171:2,15 172:10,12 174:21, 22,23 177:1,13,14 180:18 181:2,21 183:20 184:16 185:25 187:20,21 188:13 194:5 195:11 197:10 203:20 205:5,19 206:18 208:20 210:2,4 211:10 212:9 213:1 215:25 220:7,11,21 224:11 225:1,21

aside 21:8 215:12

ask 9:15 10:10 20:12 37:5,14 38:5 50:4 51:15 79:19 84:22 85:1,4 127:2 139:20 145:10 163:9,16,17 165:23 170:9 178:4 193:20 200:25 216:25

asked 18:14 27:5 31:3,20,23 32:5 33:24,25 40:18 41:16 42:23 45:6 49:11 59:16 98:1,2 108:2 138:20 144:6 145:12 159:9 163:10 200:3 205:10 211:25 224:25

asking 127:25 128:8 151:10 161:5 180:23 185:11 194:11

asks 191:3

Assembly 210:2

assess 140:20 142:6 166:8

assessing 142:11

assessment 140:16

assigned 70:11

assist 137:13 138:4

assistance 157:17

assistant 12:25 39:18 133:7,8,9

assisted 159:7 168:13

assisting 114:1

associate 7:17

Associates 6:7,21 8:16 105:3 185:2 206:19 208:19 209:6,8 216:12 218:16 222:1

assume 10:11 13:5 22:5 47:1 86:6 120:5 135:20 141:1,2 185:4

assuming 62:3 206:17

assumption 90:25

at 9:3,15 10:3 11:8 12:4,7,8,15 13:8 14:2,21 15:8,9,13 16:19 17:23 18:11 21:1,23 22:11 23:20 24:19,25 25:4,14 26:15 27:15 29:15 30:10, 15 31:8,21 32:2,16 34:2,4 35:12,21,24 36:6 37:25 38:3 41:9 43:8 44:14,17 47:4,23 48:2 50:6,8 51:1,3,9,11 52:23 53:7,12,17,22 54:12 56:3 57:16 58:15 60:19 63:21, 24 64:13,16 65:6 72:21 73:21,22 76:11 77:3 78:7,15, 20 79:3,4 81:11 84:9,10 90:21

91:18 97:22 99:13 101:7 102:6,7 104:23 107:2,9,11, 12,20 108:25 110:11 111:16,23 112:2 113:11 114:12,13 118:19 119:11 126:5 130:21 132:24 134:9 135:20 136:1,24 137:2,18, 23 138:6,24 140:10,19 141:20, 21 142:4,17,20 143:10 144:14 145:15 146:3 147:17,22 148:3,4 150:3 151:17 156:11 157:2,8 159:11,12,22,25 160:19,25 161:21, 25 162:5,7,8,9 163:1,8 164:4 167:6,15,18,21 170:22 172:5,6 173:5 174:10 178:4,19 180:1,6 181:8,11 182:7 185:17 188:9 189:17 191:2,20,23 192:13,20 194:11 195:17,23 196:19 197:3 198:22 209:14 211:17 214:6,12,16 217:9 218:7,8,9 222:12 224:23 227:23 228:4,5

athlete 31:24

athletics 32:9

Atlanta 27:13 139:7 158:18 166:15

attached 43:11 171:4

attempt 82:1 177:14

attention 124:7

attorney 136:20

attorneys 224:22

attributable 121:23

audio 6:14,15

audit 121:11

August 29:25 199:1

authority 44:24 45:20,22 61:9 62:19

authorization 44:22 45:12,14,17 46:2 61:2 68:16

authorized 45:1,3

avail- 173:13

availability 101:5

available 147:19 158:3

awarded 47:6

aware 16:21,22 21:21 36:18 41:7 43:15 50:16 120:6 129:25 144:10 155:15 174:5 186:16 194:1,4,7,9, 16 196:5,13 199:9 201:2 203:22 204:21 205:16 207:15,22 208:15 210:22 211:13 220:1,5,10 221:18 222:3 224:4,10

away 13:7 203:15

B

back 11:10,11 14:15 19:9 22:9 24:12,18 25:12 31:21 34:22 59:11 60:10 61:19 64:3,4, 15 78:23 80:1,16 84:22 85:1,3 91:11 107:20 113:13,14 114:5,9 115:17 116:3 121:11 123:4 125:7 147:15 150:8 153:3 157:8 167:6, 17 171:21 172:2,4 176:18 177:20 179:6,7,19 186:18, 19 188:11 196:7,9 209:14 224:7

background 27:6

backup 169:14

backwards 61:20

bad 31:7,9 92:10 195:23

Bal- 49:17

balconies 154:6

balcony 104:15

Balfour 6:6 8:5 9:3 12:4,12,15,16 13:21,24 18:12,14, 19 20:9 21:1 26:13 28:5 29:23 30:2,8, 11,24 31:17,22 36:6 38:6 41:21 44:20,23 45:1,16 46:1 48:18,23 49:5, 6,19,21 50:16 51:1 63:9,20 64:22 65:3, 25 67:9 74:4 76:22 81:10 84:17 89:14 98:24,25 99:3,5,19 101:17 108:5 109:6,12 111:2 116:7 119:21 122:17 137:13 138:4,7 142:10,20 143:14 149:15 157:18 158:4,9 162:2 163:25 166:4 171:2,17,20 173:12 175:3 176:21 177:13,17 178:7,15 179:18,19 180:18, 22 181:3 182:9 184:13,20,21 186:5 187:5 189:13,19,23 198:23,25 199:4 201:15,17,19 206:2 208:21 209:1,5,7,8 210:4,9,10,15,19, 20,23 211:11,15 212:3,8,19 213:22, 23 214:8,11,18,21 215:6 216:7,9,10, 17,23 217:14,19,22 218:18 219:24 220:7,9,12,13 221:9 222:1,9,10 224:1,5,19

ball 78:11 140:20

ballroom 154:18 196:10

bank 26:17 169:8, 12,23 171:14 172:8

banking 27:9,12

banks 26:18,20,21 27:3,8

BAR 54:9 55:4,14, 18 56:6 57:11,15, 19 180:7

barn 196:14,18,20 197:1,4,10,21

198:1,5

base 28:3 29:4 201:22 202:3,9 203:3

based 27:23 29:1 36:19 47:2,6,7 48:5,8,12 52:9,10 86:23 111:21 117:10 143:9,20 148:3 151:22 169:22 170:19 203:1

basement 153:21, 22,24 154:7

bases 27:17,20

basic- 131:5 202:22

basically 10:17 11:2 25:11 26:2,14, 16 27:12,22 33:9 35:12,14 40:19 41:13 43:21,24 47:10,16 48:11 49:18 65:19,21 70:19 71:9 76:3 80:25 87:3 89:9 91:22 92:12 93:11 94:24 95:17 96:3 99:8 103:24 104:7, 9 105:5,16,18 106:16,18 107:4 112:20 113:17 118:3 132:4 133:7 143:19 150:7 155:16 163:5 167:24 168:20 179:24 181:8,22 186:21,23 188:9

basis 82:13 151:3, 6,22 179:25 181:2

basketball 32:11 48:14 60:10,13

bath 197:5

battle 104:24

Baumbach 43:21, 22 44:12 103:12 195:17

Bay 17:12

BB&T 27:8,9

be 8:17 9:15,16 12:8,12,15 13:21 21:1,13,14 22:2,5 27:5,20 36:13,24 37:6,7,8,18,19 41:18,21 43:4,6,8, 12 44:4 47:18 48:15 51:13 53:25 56:13 57:9,16 58:15,19 59:2,8,17 60:11 61:10 62:7, 11,12,13 63:7,16, 20 64:20 66:17 67:4 68:22,25 69:24 71:19 74:3, 23 76:19,23,24 78:14,15 79:20 82:5 85:14,16 86:17 90:13 91:16 93:25 94:10,21 98:12 99:14 102:13 106:23 107:19 109:15,19,25 110:2,19 114:21 116:6,10 117:12,23 118:21 119:13 120:15,23 121:12, 20,22 122:15 125:25 126:2 128:14 129:1,12, 14,22,23 130:7 136:8 140:25 148:12 149:22 150:22 152:9,22 153:9 154:7,8 157:16,18,21 158:4 159:24,25 164:10 166:5,23 169:13,24 171:4,7,13,21 172:22,23 173:4,6, 8,10,11,13 175:8,9 176:12 178:12 180:4 181:2 182:18,23 184:4,7, 22 190:16 192:23 193:6 194:17 196:23 197:4 199:8 200:4,7 202:13 204:8 205:17 210:3,6 211:25 212:13 216:6 217:6,19 218:4,18, 22 219:6,8,17,18 223:3 224:7,22,24 226:21

beam 112:25

beams 93:13 154:22

beast 147:7 149:21

Beatty 6:6 8:5 9:3 12:5,12,15,17 13:22,24 20:9 21:1 26:13 28:5 29:23 30:2,11,24 36:6 38:7 41:21 44:20, 23 45:1,16 46:1 48:23 49:5,19,21 50:17 51:1 63:9,20 64:23 65:4,25 67:9 76:22 81:10 84:17 89:14 98:25 99:3,5, 19 101:17 108:5 109:6,12 116:7 119:21 122:17 137:13,14 138:5,7 142:10,20 143:14 149:15 157:18 158:4,9 162:2 164:1 166:4 171:2, 18,20 173:12 175:3 176:21 177:14,17 178:7,15 179:18,19 180:19,22 182:9 186:5 187:5 189:13,20,23 198:23 199:4 201:17 206:3,23 208:21 209:1,6,7,9 210:4,9,10,15,19, 21,24 211:11,16 212:4,8,19 213:22, 23 214:8,18,21 216:7,10,23 217:14,19,22 218:18 219:24 220:9,12,13 221:9 222:1,10 224:1,5, 19

Beatty's 48:18 49:6 74:4 99:6 111:2 181:3 184:14,20,21 216:17

became 25:14 46:9 52:17,19 72:1 113:7,21 116:5 133:8,9 153:9 156:22 203:2

because 10:22 13:11 18:15 25:8 27:4 30:2,4 31:23 34:5 36:17 38:1,18 53:16 55:17 56:6 58:21 61:14 66:22 71:18 77:4 81:1 86:7 94:19 105:22 109:12 112:13 113:7 114:25 115:17,24 116:1 119:9 120:7 121:4, 19 125:1,11 126:20,25 128:2, 18,24 129:8,14 131:6 144:14

145:11 146:7,18 147:18 148:15 152:19 153:24 157:19,21 162:13, 24 164:11,20 165:10,24 166:3 168:4 171:25 180:20 181:20 182:4 183:7 186:19 187:10 188:5 190:7 195:18 196:9 199:4 202:14,25 203:10 208:3 212:2 216:7 217:20 222:15,18, 23

become 29:22 67:10

becomes 97:5

becoming 53:23

bedroom 155:18

bedrooms 155:17

Beech 91:21 92:1

been 8:9 9:5,6 11:14 12:16 13:7 16:6 18:5 24:20 36:12 42:6 46:10 47:2 48:15 49:10 59:3,15,16 63:14 65:14 67:21 87:22 90:20 91:14 103:21 117:21 121:24 122:8 123:11 124:21 125:16,18, 21,22 126:5 128:11 130:10 139:9 140:7 148:22 150:20 151:15 158:17,19, 22,25 162:7,9,11, 12,14 165:7 173:24 174:3,22,24 175:17,18 180:2 188:25 189:16,20 194:5 196:7,11 200:15 204:11 205:20 206:3 208:4,20 209:1 210:19,20 212:2,5, 24 213:9,17 215:19 223:11,15 225:2,7, 13,16

before 8:25 14:4 25:7 27:11 30:1 39:15 41:5 43:7 44:1,8 47:24 58:3 59:16 68:6 69:18 70:18 71:16 72:2 84:23 85:3,5 94:6 97:6,23 110:9 111:23 115:1,10 122:9 123:14 130:19 132:25 134:5 135:15,16,17 136:15,16 156:24 159:1 162:14,16 168:24 178:25 180:13 196:25 198:12 201:13 216:13 217:22,23 226:13

began 111:10

begin 22:9 46:22

beginning 14:2 15:8,13 26:1 38:1 40:1,3 54:12 60:19 69:11 76:4 95:7 97:22 112:3 113:17 132:11,24 144:14 161:17

begins 6:4

begun 47:24

behalf 44:23 45:1, 15 46:1 176:20

behind 74:8 75:3 94:4 95:7 155:5

behoove 9:25

being 21:8 31:6 51:10 53:10 55:17 60:3 64:25 88:22 89:24,25 98:24 107:6 110:19,21 115:18 116:19 124:9 125:1,4,10 130:6 136:2 159:5 160:13 182:12 191:15 196:24 208:21 216:6 217:10

belief 200:17

believe 18:24 20:1 44:18 85:20 89:12 90:5 101:23 170:3 177:20 180:10 187:10 192:16

believed 62:7

bell 32:22 166:18 192:5

Bells 31:18

belong 97:10

below 129:20,21

benefit 95:11 116:22

Bennett 34:1 35:6,7 36:2 37:7 38:4 39:16 40:10,13,14, 22,24 41:1,7,8,22 44:21 49:5,17,21 50:19 55:21 56:3 57:11,19 105:3 107:20 128:17 137:14 141:6 154:17 185:1 186:1 192:20 193:24 194:18 206:20 218:16,20

Bennett's 56:12 106:7 118:1

Bernard 207:2 213:21 214:11

Bernhard 6:25 72:1 73:21,25 74:5 75:21 215:7 219:25 220:9,12,14

best 48:8 70:12 132:14,17 147:19 158:3 204:24 217:14 219:13

better 34:25 38:6 150:13 153:10 200:25 218:17,19

between 23:22 36:24 38:2 50:17 57:18 76:22 77:21 84:17 87:7 89:9 94:16 96:25 97:4 99:14 100:10 104:6,17 105:5 106:24 112:23 122:5 197:5 209:1, 5 219:24 220:2,7,8, 12 222:1

bevel 197:13

beyond 85:2

bid 30:3 46:18 47:11,12,21 66:3 195:15,19

bids 46:18 47:7 48:2

big 13:9 109:15 112:13 148:14,19 154:4 186:16

biggest 53:24 54:2, 4,5 94:23 105:21 111:8

bill 6:20 8:15 63:11 117:22 118:5,14 121:14 122:9,18 130:7 141:3 226:18

billion 29:15

BIM 112:18,19 113:22 114:7,12, 21,24 115:7,8,18, 25 116:6,18,19,21 124:13

bit 9:4 10:18 23:11 31:13 38:3,6 57:13 91:9 93:13 103:19 104:25 120:8 133:1 142:4 153:16 200:1 202:1

biweekly 151:3,6, 19,22

blanche 219:1

blank 72:10

blew 130:25

block 103:5 104:5 146:21

blood 22:21

BM 72:1

BMCC 72:1,7

board 54:8 68:10 124:2 132:9 134:1 203:21

Boardman 7:16 195:6,8,11,22 196:2,6 198:9,14, 15,20,23 199:3,7, 11 207:10 210:20, 24 211:11 225:11

Boardman's 197:21 198:8

boat 31:10

Bob 111:22 123:7 132:13

boilerplate 65:24 66:7

bond 212:9,13

bones 93:18

books 121:12

born 17:1

borne 129:12

boss 43:21,22 61:3 174:12,24

bosses 73:9

both 111:5 122:8 138:24

bottom 94:24 125:2 126:13 202:7

bought 26:13 30:2

branch 26:21 27:9, 12

Brandon 17:5,9,11 111:24 132:21 195:17

breach 212:13

break 9:10 204:10

breakdown 49:13

briefcase 164:12, 17

briefly 199:22

bring 14:14 61:13 106:18 112:9

bringing 123:20

brings 95:14

broke 102:1,2

broker 19:21

bronze 57:9

brought 59:18 132:9 133:1,2 154:9

Brown 4:20 169:4 177:8

buck 83:24 85:20 219:22

buck's 61:15

bucket 100:19

bucks 110:2 119:14 159:6 170:16,18

budget 62:20

build 29:8 78:6 112:17 113:2 118:2 146:2 149:12,16

builder 56:18

building 26:18,19 27:3 28:12 35:22 36:19 37:7 40:8 55:24 56:14 57:3 58:11 71:3 93:18 95:1 98:20 100:16 104:3,9,11,14 105:16 112:16 113:4 116:15 117:20 135:6,9 138:12,13,16 146:19 148:24 150:9 154:15,21,22 155:9,11,20 156:1, 13 180:6 202:15

buildings 14:8

builds 149:17

built 69:7 93:18 101:9 117:20 166:6 203:14

bulk 112:8

Bun- 226:18

bunch 183:9

Bundy 5:4 6:20 7:22,25 8:11,15 50:1,3,5 63:15 64:2,7,10,17 77:24 158:14 167:2,5,8, 11,19 176:14,17,18 190:20,23 191:1 199:23 200:3 204:4 206:11,14,16 219:17 226:7,9,18, 19,21,22

business 22:18 44:13 54:7 148:23 190:9 192:25 221:23 222:23

bust 105:23,25 106:2,8,11 107:6

busts 52:21

but 9:3,7 13:10,11 14:3 15:1 18:14 19:6,12,13 20:24 21:2,7 22:24 23:19, 23 27:23 29:3,6 31:11 34:19,22 39:6,10,23 40:18, 23 42:11 48:6 50:9 51:11 52:1 53:1 54:16 55:19,24 57:12 58:6 59:7 60:11 61:6,11 62:22 65:15 68:8, 13,20 70:10 72:1 73:6,10,17 74:6,9, 15,16 75:10,20 79:23 81:8 82:23 83:4 84:1,8 85:2,5, 6 86:6,18 90:2 92:11,19,22 93:15 94:12 95:13,19,25 96:4 98:3 99:9

100:20 102:10 103:1,8 105:10,25 108:24 109:16,22, 23 110:21 112:3 113:16 115:17,25 116:9,18 117:1,10 119:12,13,20 120:9 128:6 129:11,13 131:25 132:10 135:19,25 137:9 138:21,23 140:6 141:1,2 143:6 144:11 146:21 148:13 150:2,20, 22,25 151:14,15 152:1,15,20 157:11,25 158:1 159:9,10 164:4,24 165:8 168:16 170:16,22 171:10 172:12 174:10,24 177:20 178:1,16 179:16 180:25 181:14,20,25 182:7 183:14 185:7,17,24 186:10 189:12 191:3 192:8 195:15,24 196:10, 22,24,25 197:23 198:14 201:8 202:15 203:1,15 204:9 208:12 211:19 213:1 216:6 218:3 219:5 220:9, 14,24 221:3,19 222:6,19,24 223:2, 24 227:8,24

button 40:21

buyout 119:5,7

by 5:4,5,6,7,8,9 8:11 12:24 26:13 28:4 48:22 49:5 50:5 55:7 59:23 63:15 64:17,25 67:8,22 72:4 75:21 77:8,24 80:12 81:10 89:13 97:14 100:1 101:25 103:15,20 105:6,8 107:10,18 109:6,12 113:4 114:11 116:7 122:16 125:8 126:5,8 128:11 129:12 130:4 135:8,11 137:13 158:14 159:3 166:3 167:19 171:14 173:22,24 176:18 178:14 180:11 186:1,4 191:11 193:17 195:2 197:25 198:2,5 199:17 203:10,23 204:7,16 205:1,13 206:16 210:2,6,14, 20 211:4,9,15 212:5 213:13,23 214:21 215:4,23 219:7,17 220:14

C

call 11:20,22 31:19 35:7 46:18 51:14, 24 83:10,13 135:23 224:17

called 24:17 26:16 27:25 41:9 51:20

came 14:11 25:5 27:8,11 35:9 41:16 43:23 50:23 54:17 57:15 77:3 85:3 123:14 124:24 125:7,8 132:7,8,16 134:1 137:1 139:9, 10 142:1 144:5 154:5 157:24 168:11 183:7 186:19 203:20

camera 13:15

can 22:10 29:11 36:5 42:24 45:21 47:1 49:15 51:15, 18,21 63:12,13 70:2,12 71:4,16,20 72:4 76:1,14 77:24 78:25 92:11,12 93:4,20 96:1,10,11 97:6 99:12 100:8 107:19 108:5 109:10 112:22 117:12 122:1,4 132:14,18 135:19 151:12 153:9,11,15 168:3 170:7 176:8 177:3 181:17 182:18 196:16 202:8 209:4 211:5

can't 21:3,7 43:15 72:13 79:3 103:7 112:2 130:18 131:14 134:1 139:8 153:12 164:20 169:4 176:19 181:16 182:1 191:24 192:1,3 195:24 196:12 208:12

cannot 183:12 209:10

canopy 57:9,10

capabilities 145:14

capability 113:10 114:8,24 115:6,23 116:2 142:11

capable 149:4 158:10

caps 104:14 154:23

captain 59:18

care 9:23 126:23,25 192:23 212:5 216:25 226:10,11

Carolina 18:19 19:4 21:2,16,18,19 92:1 209:23 210:2 222:19

Carolinas 29:23

carried 22:24

carry 62:10 154:20

carrying 35:15 47:12

carte 219:1

Carter's 25:8

case 6:9 7:2 9:23 10:6 16:6 36:17 55:8 59:7 62:7 108:11 163:20 193:19,24 208:14 221:19

cases 84:6 113:15 169:19,21

cast 103:6 104:10, 13

cast-on 104:16

catch 108:20

cause 54:20 55:1, 12,15 72:20 73:18 75:12 101:25 102:4,14,18 104:19 105:10 109:2 111:5 124:16,18,22 211:19

caused 74:1 75:21 105:6 126:8 186:4 188:22 193:11 198:2 203:10,12,23

205:13 224:6

causing 74:5,10

CCD 39:3 181:7,12 182:18,21,24 183:12 184:6,14 185:3,16 186:2 200:14

CCDS 59:4 179:23 180:3 182:11,13 200:12,18,21

ceiling 155:4

Centex 26:12,14,24 30:2,3,9

certain 45:18 52:24 95:24 99:10 187:25 218:3,4

certainly 219:6,11 223:2

certificate 135:4 136:4 178:22 179:2,11

certification 179:4

certified 175:3

certifying 176:5

cetera 65:23 81:23

Chadwell 25:14

chain 35:23 38:14

challenge 53:24 54:4,8,10,12,13

chance 10:5 67:10 159:4 204:10

change 42:10,17 45:18,22 52:18 56:5 57:12 58:24 59:4,8 68:17 69:6 73:18 76:11 77:5 78:11,22,24 79:5 80:6,11,12 81:5,6, 13,19 82:3,21 83:7, 9,14 84:4 87:2 88:1,20 89:4 90:16 117:8 120:19,21,24 125:19,23 128:12, 16 129:2,13 139:24 142:17 143:23 144:25 147:8 150:15 154:4 155:25 156:11 171:5 172:1 177:9 179:23 181:6,9 185:5,8,13,19 187:21 188:6,7 192:14 194:12 198:4 202:16,17,21 203:2 225:6

changed 27:13 39:11 56:7 145:16 154:13 155:4,17,18 174:21 183:8

changes 16:1 56:22 57:19 58:15, 16,18,20 59:2 75:16 78:18 79:2, 17,24,25 80:18,21 81:3,11,12 82:1,6, 7,21 86:19 108:2 110:18,21 111:7 115:18 140:17 143:15 144:22 146:25 147:6 148:9 151:4,23 152:7 153:18,19 154:24 155:1,9,13,14,15, 20 156:4,8,12,18, 20 157:11,19 158:6,11 165:11 166:21 182:14 184:19,21 187:14 200:14 203:10,14, 15,20

changing 16:3 57:2,13 120:21 157:11

charge 28:20 60:14 182:8,9 215:20

charged 86:9 129:14 224:7

charges 149:15

Charleston 33:25 34:5,8,11 35:17 37:9 40:20 41:12 55:25 92:2 139:6, 13 160:22,23 162:2

Charleston's 54:7

Charlotte 31:20,21 32:8 33:1,4,10,12, 13,20 37:8 40:9,13, 17 123:14

check 39:20 44:24 45:4,6 84:11 86:6 117:22 121:17 172:9

checked 34:6

checking 38:3 46:19

checks 45:1

chicken 13:11

child 31:24

chilled 155:22,23, 24

chillers 180:6

choice 48:8 62:15 207:12 225:12

choose 62:24

choosing 195:10

chose 189:23,24

Christmas 131:6

church 14:6

Circuit 6:8

circumstance 76:15 213:6

circumstances 182:21 189:12 211:3,6 213:20 216:2 225:8

city 54:6 135:8

civil 35:15

claim 83:4,5,7,9,14 90:14 137:14 138:7 149:22 159:1,3,6 171:21 172:14 173:14 186:22 210:11 213:21 214:7,12 216:1,3,6 217:9,16,17,23 219:7

claimed 159:5

claims 79:21 82:19 211:16 215:12 216:12,13 217:8,21 219:19 220:13 221:10 222:12 223:3

clarification 163:9

clarified 66:6 77:8 107:7 115:7 126:3 169:1

clarify 106:11 161:4 195:20

clarity 206:2

clash 113:8,9,13,25

clashes 112:22 113:3,5,6

clause 188:4 209:16,18,22,25 222:7

clear 114:7 115:24 184:19,21 185:5,8 197:24

clearing 26:22 71:5

clearly 74:22 128:1 130:10

Clemens 77:8

Clement 77:11 90:20

client 117:22 224:20 225:1

clients 149:15

clip 221:15

close 18:6 29:16 31:4 104:5,7 136:2, 3 138:22 221:20

closet 156:2

clown 61:7

clubhouses 28:1

CMU 103:5 104:8, 17

CO 134:22,25 135:4

coach 48:16 60:11

Coast 27:19,21 28:20,21 29:19

Coatings 7:14 204:15,22,25 205:3,14,17,20 206:5 208:8 227:16

coin 104:14

collaboration 94:16,19

college 17:15,16 24:9 32:1,6,12,13, 15,16

column 98:2 100:15

columns 93:10,13 94:20 95:8 97:23, 24 101:1 103:25 104:6 154:18,19

combination 99:21, 22,23 111:4

come 14:7 31:21 32:5 33:1 35:12 40:2,18 54:13 56:3 61:19 64:3 69:24 71:2 73:9 80:1,16 84:22 85:1 87:23 88:14 99:10 113:13 115:3 126:3 132:5, 8 133:24 139:2,11 145:6 152:3 155:3 167:6 169:6,9,17 172:2,4 176:18 179:19 180:17 188:11 218:19

comes 10:3 14:14 104:5 137:7

coming 13:12 18:13 27:15 42:21 50:19 136:24 152:15 154:9

commensurate 149:13,17

comment 165:15

comments 143:15

commercial 23:20, 22 26:3 30:9 190:8

Common 6:8

communicating 68:9

communication 69:9

company 14:7 18:16 20:23 23:7, 11,13,15 24:1,2,15 95:12 148:15,19 191:17 207:23 208:10,12

comparison 14:16

competent 143:2 158:10

complain 31:5,6

complaining 131:1

complete 39:6 76:6 119:11 138:5 198:15 204:22 205:3,9 206:1

completed 28:6 118:12 194:5 204:25

completely 40:18

completeness 52:21

completing 203:3

completion 76:5 118:6,15 165:6 167:24 168:21 170:20 179:5,12,21

completions 169:15

complex 33:11

computerized 106:17

con- 127:22

concern 124:11,12

concerned 123:21 183:20 185:25

concerning 124:9

concerns 68:2

conclude 178:21

concluded 62:1 228:5

concludes 228:2

concrete 68:4 91:16 93:8,14,16 94:11 100:18 173:14

conditions 58:23 60:1 188:2 209:5

conex 36:21

CONFERENCE 4:8

confined 150:7

confirm 189:20

conflict 89:9 113:15 116:25

conflicts 112:22 116:10 153:24

confused 120:8

confusion 178:12

conjunction 103:22

consider 63:7 93:25 94:3 175:25

considerations 209:1

considered 64:20

consolidated 69:8

constant 101:4 152:7 155:20

constantly 100:14, 25 150:10 152:19

constitute 171:1

constituted 171:15

construct 62:5 111:11 202:6

construction 6:6 7:9 23:6 24:14 25:5,20 26:3,12 28:10 29:12 42:5 52:8 57:25 58:3 63:9,21 64:24 65:6 69:6 73:24 74:11 84:14 96:9 100:11 103:4 108:15,20 126:22 127:21 128:19 130:4 131:21 135:20 136:23,24 137:11 142:12 146:10,11, 12 148:15,23 169:23 188:20 199:19 207:14 208:22 218:5 219:7

construction-wise 25:13

consultant 137:2, 10,20,23 138:4,6,8

consultants 133:25

Consulting 158:18

consuming 181:10

CONT'D 4:6

contact 73:10 83:24 124:10 195:21

contacted 214:19

contained 176:6

contemporaneous 157:8

contend 173:17

contention 182:12

contest 201:13

contested 201:12

context 226:3

continue 192:25

contract 18:9 27:14 29:14,25 30:1 42:5, 7,8,13,16,20 48:12 52:10,12,16,18,19 59:3,25 65:3,24 76:18,21 77:16,17, 22,25 78:7,8,9,16 79:3 82:12,20,25 85:13 93:21 102:11 103:9,13 110:16,17 116:8,20 117:1,15, 16,17 118:3,5,12 119:1 120:3,11,13 122:14,16 129:18 130:6 173:13 177:14,23 178:1 179:8,21 180:17,20 181:14,24,25 182:12,17,19,20 183:12,18,22 184:4,5,19 188:18 189:5,6,8,14,17,21 190:4,5,14,18 196:19 201:22 202:2,9 203:2,3,14 208:18 212:14 215:19 216:8,9,11 222:1,7,9,14

contract's 66:6

contracted 16:2 47:6 48:13 57:25 70:3 98:23,25

contracting 7:9 65:7

contractor 22:17, 19 62:12 70:24 79:15 90:8 93:8 97:10 107:18 120:17,22 122:15, 17 125:12 126:9 172:24 173:4 177:23 181:15 183:2,13 188:20 191:21 192:22

contractor's 18:9, 11,19 19:4 21:19 121:12 184:9

contractors 46:16 49:20 62:15 66:1 111:3 149:22 202:12

contracts 26:17 45:25 62:9 65:20 206:20 222:21

contractual 208:18, 25

contributed 194:2

control 77:6 81:4 99:9,18,20 105:18 168:9

controls 66:20,21

conversation 94:23 169:22

conversations 131:20 215:1

conversed 10:17

convince 49:20

Cook 7:16 195:5,8, 11,22 196:2,6 197:20 198:8,9,14, 15,20,23 199:3,7, 11 207:10 210:20, 24 211:11 225:11

coordinate 99:6,17 124:13 128:22 146:16

coordinating 146:20

coordination 65:17 67:3 112:15 126:22 146:17 155:6

copied 169:3

copier 87:1,25 88:8,21

copies 42:23 43:1 87:23 169:5

coping 104:16

copper 57:12,13,17

copy 15:21 47:10 84:5,6 87:25 88:7 165:5,6 169:2 177:3 189:13 226:16,17,19 227:2,8

CORE 158:18

corners 71:2 104:14

correct 19:16 22:7 29:25 38:22 40:25 42:1 47:23 48:17 59:6 60:5,20,23,24, 25 64:1 65:1,2,5,9 66:24 67:1 95:18, 21 96:11 99:4 107:15 117:22,23 119:15,19 120:20, 24 126:24 127:4 131:22 134:23 135:6,10,13 146:23 147:20 149:13,14, 18 154:11 157:17 175:4 180:4 189:21 193:9 197:6,7 200:19,20 203:13 206:5,6 208:23 209:17 210:21

219:15

correctly 42:10 132:5 134:24 139:8 153:22 180:2

corridors 155:24

cost 49:13 109:3,7, 11 117:5,11,16 121:23 122:16 125:16,21 126:2,3, 4 127:12,15,17 128:9,14 129:11, 15,24 179:25 182:7 184:7

cost-plus 117:1,17 119:20 120:11,13 128:6,9 129:11,18 146:11

costs 79:25 80:21 81:5 124:18,22 127:20 128:10,14 129:23 130:4,6 187:23,25

Cotherman 111:22 123:7,8 127:9 130:17 132:3

Cotherman's 123:16

could 13:10 23:9 58:5,6 62:3 63:2,17 80:16 82:8 93:17 101:8 103:18 108:17 121:17 125:18 129:22 145:3 150:15,20, 22,25 151:7,15,25 152:18 156:23 157:1,8,13 158:5 167:19 172:4,22,23 173:4 183:22 184:4,5 188:10 198:13 206:1

213:17

couldn't 61:21 70:23 151:18 153:9 157:20

counsel 6:17 7:19 226:15

counties 26:5

couple 11:13,24 31:8 39:1,2,5 62:17 79:8,15 102:1 103:3 104:25 130:23 133:24 139:16 159:19 162:9 180:3,14 191:13 193:20

course 13:1 18:10 42:22 56:6 62:20 69:21 70:6 71:1,17 73:8,16 75:15 81:22 108:22 114:1 133:2 144:1 145:1 155:14 167:25 168:18 189:15 192:17 196:22

courses 18:6

court 6:8,11,18 7:20,24 166:16 204:14

courtesy 6:13

courtroom 10:6

cover 33:13

coverage 203:2

covered 47:22 58:12

CPM 188:14

cracks 14:9 66:21

crane 98:10,12,14, 15,16,17,22,23,25 99:2,6,18,20 100:1, 3,10,15,22,25 101:4,6,9,11,16,19, 24 102:14 121:14 125:5,6,9 126:16, 19 127:1

crash 27:11

crazy 52:25

create 12:20

created 16:17 49:5 59:23 99:25 100:3 113:15 156:2 210:2

creating 55:11

credentials 164:14, 15 166:10

crews 24:21,22

critical 75:20,23 76:3,6,11,19,24 77:2,9 78:14,17,19 79:4,7,16 81:4 82:8,9,13,15,17 94:8,10 95:4,19 96:19,21,24 97:5, 15 102:4,6,7,8,11, 12,14,18 104:20,21 105:10 142:18 145:3,7,15 147:23 148:1,2,4,10 151:4, 5,19,22 152:12 157:9 158:12 188:14,16,22 189:18,24 193:12 203:23 205:13 225:10

criticize 164:20

crooks 183:9

cross-talk 23:25 37:4 121:3 132:20 134:12 162:24 205:25 215:5

crossed 187:24

crown 155:5

Crystal 208:10

culprit 111:9

cumulative 187:19

curbing 193:4,5

cure 74:18

curious 131:22

current 148:1

custom 47:2

D

d/b/a 207:14 208:10

dad 22:17 23:2,5,9 24:8,17 149:4

daily 81:15,16,17

Dale 110:12 111:17 132:4

Dalton 17:16,24 18:5 24:8,9

damage 211:20

damages 224:6

Dan 132:8,9,10,11 133:4

dang 164:3

Daniel 33:11,17 39:13,14 40:1,5,7, 12

date 33:24 76:5,7 143:24 151:5 170:23 171:2,15,20 172:10 179:21 205:20

dates 145:24 147:1 150:8

daughter 31:24

Dave 140:7 160:2 162:6

David 207:23

day 8:17 13:4 36:13 90:22 95:9 97:24 102:6,8 125:8 150:17

day-to-day 39:23

days 31:8 96:15,19, 20,23,24 97:6,15 186:23

de 130:22

deadline 146:9

deal 39:20 72:5 80:2 91:18 102:23 110:11 150:17 151:1

dealing 28:16 43:3, 24 78:18 91:14 103:8 112:8 150:9 155:1 156:10,11 219:12 222:21 223:4

dealings 54:19

dealt 51:23 69:16 70:15 72:8 91:21 92:13 103:2 110:9, 13 191:22 196:1

Dear 43:10 128:17

debate 142:1,3

debris 35:24 70:20, 22

debt 210:4

debts 175:19

December 6:4 130:21 131:6

134:25 135:14 198:22

decide 79:16 182:8 183:17 186:11,23

decided 55:22 57:10 58:10 152:1, 5,6 196:20 197:4 198:23

decider 85:10

deciding 178:21

decision 48:9 62:19 67:16 85:7, 12,23 86:7,11,14 135:12 178:13 186:21,25 197:1,8, 10,15,16,19,25 198:10,12 199:11 217:16

decision-making 91:5

decisions 25:1 85:21

deck 53:8

decoration 146:3

deduct 212:14

default 74:17

defective 192:20

defects 194:7

defend 221:6

defense 84:25 220:23 221:2,5,8 225:21

defer 81:7 165:24 166:1,2

deferring 166:7

definitely 12:23 14:7 53:21 67:24 68:14 76:14 94:14 95:5 143:7 182:11 190:3 203:17

definition 76:8 164:16

degree 149:17

delay 30:4 56:8 74:1,22,25 75:12, 20,24 76:19,23 77:3,7,9 79:21 80:18 82:12 95:2,3, 17,23 96:19,21,24 97:7,15 102:4,14, 18 105:10 108:25 109:8,11 124:16 186:9,10,12,14,16 187:12,18,20 188:15,22 189:19, 25 193:12 194:2 196:3,6 197:20 198:1 203:22 205:13 211:22 212:22 213:25 224:6 225:9

delaying 74:24

delays 55:1 81:11, 12 101:25 104:20 186:7 187:13,20

delegated 99:19

demo 69:25 70:19, 24

demoed 35:23

Denney 111:24 132:22 195:18

department 51:24

depending 76:14 149:20 191:2 221:14

depends 36:15 37:18 79:11,13 189:11

deposed 11:25

deposition 6:5 8:24 9:9,20 10:16 11:1 108:9 130:18 228:5

describe 12:21 96:10

described 129:21

describing 57:23

description 103:19 122:24

deserve 218:18

deserved 217:10

deserves 218:17

design 29:8 87:5 88:23 107:24 108:1 126:11,12 154:2 155:18 166:20,21

designated 37:25 38:8

designed 90:12

designer 90:9,12, 16

designers 114:2 197:18

Designs 208:2

detached 85:15,21

detail 52:25 93:4 124:7 214:10 215:3

details 41:14 82:23 223:18

detection 113:25

determination 79:10 214:14,17

determine 65:15 69:4 77:20 78:19

79:3 89:21 94:17 108:4 147:21 151:2,5 157:9 188:8 189:17 214:8,20 216:12 217:8

determined 184:8 189:23

determining 145:7

develop 23:17 79:6

developer 56:14,18

development 166:20

device 147:14

dewater 125:3

dictate 143:15

dictated 67:8

did 6:22,23 7:22,24 11:20 12:4,20 13:14,15 14:19,20, 22,23,24 15:4,21, 22 17:3,15,19,20, 22 19:12 20:7,20 21:23 22:20 23:3 24:10,22 25:17 26:2,11 28:1,6,9 29:18,21,22 30:21, 23 31:15 32:13,19 33:3,19 38:2,25 39:25 40:2,5 42:12, 15,19 44:21 45:8, 11 46:1,6,14 48:18, 22 49:4,7 50:25 51:7 52:20 53:19 54:6,11,13,20 55:1 56:6,8,12 58:7,8 62:1,2 63:6 67:7 68:16 69:10,14,17 71:25 72:5,20,22 73:2,18,21 77:11 80:3 81:18 85:6 86:4 87:11 88:13 91:1,17,18 93:13 94:15 95:2,3 97:19 98:6,10 99:1,19 101:24 102:4,13, 14,20,23 104:9,19, 22 110:6,11,14 114:16,18,19 117:25 118:25 123:7,8,15,18 124:12,16,18 134:5,8,17 137:12, 25 138:12,15 139:2,3,5,6,7,15, 17,18,19,20 140:9, 24 141:6,7,9,10,11, 15,16 142:10 144:6,9 145:5,6,10, 13,17 146:1 150:19 153:5 157:24 159:3 160:10,24 161:14, 23 162:16 163:2,14 165:2,9,11,20 166:21 168:5 170:4,10 176:4,25 177:9,13 178:13, 20,22 179:4,11,19 180:13,17 181:4 182:20 185:10 186:15 187:6,7,11, 24 188:12 189:6 192:13,21,24 193:8,10,13 198:15 199:10 201:21,22, 24 203:3,8,19 205:3,7,9 207:19 208:17 212:8,23 216:10 223:19,20 225:9 226:1

didn't 7:23 18:12 19:12 24:14 31:5, 23 32:1 37:5,14 48:20 54:15 55:22 58:5 61:19,20 63:2, 22 74:22,25 75:12 88:3,18 90:6 102:17 105:10 108:25 109:2 113:9 114:6,7 118:8,13 124:14 126:15 141:5,8,11 150:21 165:21 174:8 189:14 190:16 196:21 211:19,20 212:22,24 213:25

difference 97:4 117:6 122:5 170:21

different 42:11 56:18 62:18,24 75:6,11 103:3 112:23 119:8 127:6 142:7 149:19 158:12 168:18,19 169:17 221:7

differentiate 128:10

differently 174:2

difficult 54:23 110:18 113:7 148:9,16,20,24 149:12,23,24 150:1 152:13 153:9 156:23 157:4 203:18

difficulty 53:3 55:6 149:13,18

Difranco 5:7 7:6, 12,15 194:23 195:1,2,5 199:14 210:17 227:14,18, 21

dig 43:2 47:13,14 62:14 126:20

digging 51:12 112:13

direct 40:14 45:3,5 65:3 180:12 181:19 183:22 184:6

directed 9:16 157:18 181:1,20 182:16

directing 179:24

directions 208:24

directive 39:11 120:25

directives 179:23

directly 28:11 65:7

dirt 69:24

disagree 77:11 84:22 85:2 165:21 169:19 201:7

disagreed 154:11 164:6 187:5,14 201:4 216:20

disagreement 84:16 85:3

discovery 91:1

discreet 155:5

discuss 9:8,11 50:13 67:13 169:16 226:1

discussed 9:3 42:17 51:21 146:18 172:17 178:15

discussing 50:14 201:20

discussion 61:11

discussions 50:25

dispute 78:12

84:17,20 87:7 170:16 173:1,6 181:15,21,23 182:2 183:10,14 184:16 185:10

disputed 170:24 178:9 183:24 186:19

disputes 82:21 185:7 186:3

disputing 185:19, 24

distinction 122:10

distributed 160:14

Ditto 227:15

diversified 23:22

divide 220:16 221:16

divided 66:18

division 27:14 69:22,23

divisions 70:5

do 8:20 11:20 12:7, 8,14,18 13:3,8,14, 24 14:3,5,8,13,16 15:18 16:5 18:18, 23 19:3,5,17 20:11, 20 21:9,15,20,21, 25 24:14 26:11 28:7 30:15 34:17 38:25 39:3,9 41:20 43:2 44:3,4,22 46:2,15,24 50:3,5, 14 51:18 53:1,2 61:21,23 63:6,10 66:5,13 67:9 68:7, 18 69:18 71:8 73:11 75:23 76:17, 21 78:2 82:11,19, 20 85:20,22 86:22, 23 87:1,10 92:6 93:20 98:4 99:12 100:19 102:12 107:7 111:2 113:10 114:10 116:9 118:16 121:25 122:13,19 123:2, 11,15,18 124:15 126:1 129:17 130:24 131:2,8 132:3 133:15 134:18 136:15 137:22 138:3,7,19 142:21 147:13,14 148:15 149:5,23,25 150:11,21,23 152:6,20,21 153:11,13 154:5,9 160:13,18,24 161:12 162:18,19 163:14,19 164:6, 11,19,21,23 165:9, 23 166:1,2 167:5 169:6 173:18 175:10 176:1,9,14, 25 177:17,22 178:2 179:8,17,18 180:4, 16,19,23 181:21, 23,24 182:3,17 183:9 184:6 185:17 187:7 188:18 191:19,22 192:10, 19,25 193:1,11 194:10 195:21 198:4,7 200:3,6,7, 11 202:9,12 205:12,19 206:18, 21 208:4 209:4,20, 21 210:7 213:8 214:6,18,22 215:6, 8,10,11,15,25 217:12,21 218:11 219:23 221:25 222:6,8,16,23 223:9,19,25 224:2, 5 225:6 226:23 227:7

doable 53:21

docs 81:3

document 9:15 15:25 42:11 43:14 49:4,8,16,19 80:5 81:10 85:18 170:15 171:13 172:15 173:22 175:7,14 179:16 183:7

documentation 14:12 163:2

documenting 123:21 124:11

documents 10:25 12:3,7,9 29:8,10 42:20,24 43:9,11 46:22 47:13 52:16 56:7,24 57:22,25 58:3,21 59:3,25 85:13 118:4 135:8 139:19 159:8 182:18,19,20 183:12

does 58:2 64:4 97:9,10 101:5 164:13 176:24 192:5 200:21 201:10 212:19

doesn't 9:25 83:14 89:2 90:10 102:11 143:23 166:24 181:14 182:5 222:6,22

doing 20:12,13 23:3 24:21 25:2,12 26:19,24 27:1,20 31:17,18 32:21 56:2 64:23 66:4 67:4 70:25 101:1,3 103:13 112:4 113:24 115:25 116:17 119:21 137:21 140:11 141:17 145:11 157:25 161:8 168:11 181:16 195:18 219:18

dollar 119:17 159:5,7

dollars 109:20 118:20 119:12,17 121:13,15,18 128:18,23 172:9,25 173:3 214:7

Don 5:8 7:5,7 199:18 227:17

don't 7:25 9:23,24 10:21 12:10,11 13:7,9,10 14:24 19:8,9,14 22:4 24:5 30:16 37:12 39:10 43:18 44:6 46:25 49:9,23 50:7,9,13, 14 51:4,6,14,25 53:6 56:21 57:11 66:20 73:12,23 74:6,9,20,21 75:6, 22 82:17,23 83:1 87:21,22,24 88:2 89:6,23 90:7 92:18, 21 93:22,23 95:24 97:17 98:3,9 100:2 109:14,22,23 110:4 113:23 114:14,22 115:9 116:18,19 117:13 122:21 123:13 125:5,18,20 126:20,25 127:14, 17,23,24 130:1,2,8, 9,18,22 131:4,10, 12,17 132:1,9 133:10,21,23

136:13,14,17,20 137:9,16,24 138:9, 11,21,25 140:6,7 141:1,2 142:9 143:7 145:11,21 146:7,8 152:16,18 153:6 158:20 159:17,21 160:3,4, 5,16,17,20 161:16, 18 162:6,8 163:18 164:9,10,14,19 165:1,4,14,17 166:17,23,24 171:19 173:17 176:2,12 177:12,25 178:16 179:7,10, 13,16 181:9 182:1, 11 185:15,20,22,24 186:14 188:17,23 191:5 192:8,16 195:16,24 196:8 198:6,25 199:1,14 201:5,8 202:9 204:8 205:21 206:4,13 207:20 208:4 211:7 212:11,12,16,21,25 213:3,4,5,6,18,24 215:2 216:24 218:17 222:3,12, 18,22 223:12,17 225:8,15 226:22 227:24

done 10:14,15 14:21 23:4 28:4 38:23 40:18 47:3 59:19 64:25 65:14 66:15 67:5,21 69:5 70:15,19 90:20 96:20,23 103:20,22 118:6 136:2 150:20,22 151:16 152:3 153:9 172:15 190:1,3 191:1,3 200:13 206:11 225:19

Dooley 132:25 162:9

door 197:1,22

doors 156:9 196:8, 10,14,18,20,22 197:4,10,21 198:1, 5

Doran 161:11,15,23 162:16,18,22 163:5 164:23,24

Doran's 164:22

Dorin 164:23

Dorin's 164:22

dotted 70:3

doubt 150:25

down 13:1 31:1,7 33:8,11,13 35:12 40:19 65:15 69:3 70:7 73:5 79:16 87:10 89:2 94:23 101:11 102:1,2 105:18 116:10,11 119:9 123:14 125:2 130:22 148:10 154:6,16 169:14 182:2 222:23

downtown 33:10 40:17

draft 62:23 165:5,9, 15

drain 154:3

drawing 72:10 115:8

drawings 35:15 57:24 58:22 59:23 112:21 114:4 183:4,8

dried 20:15 54:3

drill 87:10 89:1,3

drive 14:5

driver's 19:18 34:16

driving 94:4 112:6

dry-in 54:1 94:7

drywall 223:23

ductwork 114:3

ductworks 155:6

dude 164:17

due 23:25 37:3 121:2 132:20 134:12 162:24 175:17 194:11 205:25 215:4,17

duly 8:9

duration 53:4 68:20 69:1 94:17 96:14, 16 202:4

durations 52:24 53:16 65:23 67:13 69:19 96:4 103:16 115:12

during 9:10 12:21 14:1 32:19 40:6,7 52:6,7 67:12,24 74:23 91:24 95:6 98:16 99:9 103:4 114:13 117:25 134:6,7 144:1,9,11, 18 145:13,16 146:1,24 151:19 185:7 201:19

duties 20:7 36:5 77:21

duty 78:2 99:18 119:24 219:12

dwelling 148:25

E

E&o 87:11,18 88:17

E&r 87:12

e-mail 13:2 77:7 116:1

e-mails 11:3,6 12:2 74:7,17 115:21 163:10

each 10:5 16:1 29:5 45:19 65:23 68:13 149:19 168:24

earlier 65:22 146:18 162:12 171:22 188:8 199:23 200:17 201:21 225:20

early 65:11 77:4 80:20 85:24 103:12 104:24 114:7 136:6 154:10 168:8 192:9 195:19

earth 217:15

easiest 176:9

eastern 17:12

eat 129:8

eating 128:3,6,7

edges 105:17

educate 16:12 51:2

education 18:6

efficiency 214:7

efficient 219:14

efficiently 120:1
effort 69:8 130:2 150:24
eight 72:18 162:25
eighths 105:24
either 50:15 60:2 83:9 85:8 111:4 130:19 133:23 219:5
elaborate 153:15 201:25
Eldridge 133:5
Electric 110:8 207:16 225:17
electrical 7:8 71:18 112:16 119:10 154:1 199:19 200:14 227:20
electrician 110:6,7
electronic 13:6
electronically 43:17
eliminate 154:17
eliminated 154:20
Elisheva 4:13 6:10
else 9:17 12:15 49:22 61:9 89:23 94:10,12 97:1 105:7 113:15 123:9,10 140:4,8 142:9 150:3 151:12 157:23 160:21 163:18 166:8 167:8,9 191:3 195:13 206:11 217:20 222:19 226:12
else's 66:10 164:20
emissions 127:21
employee 20:8 29:22
end 14:21 15:9 23:6 25:15 27:15 30:8 31:2 38:14,15 40:1,3 74:15 76:4,7 85:25 86:19 92:20 97:5 100:23 102:6 107:3 114:13 118:19 134:4,10,15,17 135:1 145:22 151:17 152:9 153:8 161:21 162:14 165:4 178:19,20 180:1 188:9 204:17
ended 16:3 18:14 25:1,3 26:12 27:7 31:2 32:7 34:6,7 36:22,23 40:13 55:17 56:2 57:12,17 105:23 107:6 132:22 155:23 180:12
ending 156:12
energies 40:14
enforceable 210:3
engaged 25:3
engineer 19:19 111:25 113:21 132:22,23 133:11,12 154:11
engineers 12:25
enough 10:12,13 12:19 22:8 53:17,19 60:15,16 117:14,19 121:16 132:2 142:8 148:23 153:7 158:14 166:12
entered 206:20
entering 222:10
entire 72:15,16 185:8 214:20 215:21
entities 190:8 208:17
entitle 212:14
entitled 49:6 76:23 78:13 116:22 117:12 118:8,11,21 119:2,13 120:15,23 121:10 122:15 172:7 173:4,17 183:14 184:22 189:19 190:13,17 200:4 214:3 224:20
entitlement 84:18 184:17
entity 206:21
envelope 217:1
EOR 87:2
equal 44:11
equipment 154:2
erect 125:6
Eric 72:13,14,24,25 73:1
error 90:8 125:23 126:9
errors 87:3,13,14,19 88:23 90:13,17 109:5,12 127:21 128:3 166:21
especially 14:4 79:7 112:4
ESQ 5:4,5,6,7,8,9
essentially 85:15 203:8
estate 19:21
estimates 60:7
estimator 52:2
estimators 51:8
et 65:23 81:23
et al 6:7
Etran 227:9,22
evaluate 137:10,11
evaluation 157:25
even 58:21 64:19 71:16 89:6 93:22 95:13 103:7 112:23 118:13 143:15 156:24 166:17,24 173:17 181:15 202:13 208:11 217:9 222:6,12
eventually 33:20
ever 8:24 10:4 33:19 48:18 49:4,7 58:2 72:2 98:6 130:8 137:25 141:16 145:5,6,10 158:17,19,22,25 161:12 173:16 177:9,18 178:15 179:4,11 181:4,5 185:12 186:3,15 188:12,13 192:9 225:18,19,22
every 31:8 36:13 81:22 82:3 150:7,17 155:9 156:13 184:14 185:2 202:22 216:16

everybody 48:5 59:7 81:24 110:18 150:4 164:20 167:8 186:11 202:8 206:11,14,15

everyone 6:13 95:12

everyone's 47:11

everything 30:3 33:23 35:13 43:25 45:5 47:22 58:10, 12 62:4 67:5 106:16 115:16 131:1 140:3,18 150:3 157:23

everywhere 152:9

evidence 86:24 206:19

exact 81:5,7 83:1 109:23 132:10 178:9 198:12 213:6 215:2

exactly 30:17 39:10 49:9 74:9,20 89:6 93:24 98:3 139:1 140:6 151:3,20 152:10 159:21 161:19 165:17 178:18 179:13 192:16 196:12 208:5 213:5 223:12 227:11

exam 18:11

EXAMINATION 5:3 8:11 191:11 193:17 195:2 199:17 204:7

examined 8:9

example 43:13 44:24 66:23 68:23 97:14 100:9 125:16 156:19 172:25 180:18 183:1

excavate 71:16

excavation 112:7

except 41:2

exception 36:21 170:14 171:3 172:10

excludes 222:2

excuse 210:9,10 211:1

execute 84:15

executed 46:12 52:18 77:17 80:12 144:25

execution 42:16 177:7

executive 29:1 30:11 43:23 44:9, 18 45:6,12 91:25 143:16 157:12 166:6

executives 91:20

exercise 78:23 181:10

exhibits 5:17 176:15

existence 41:7

expansion 27:10

expect 10:18 68:12 114:16 178:6 190:16 204:8 213:12 222:15,16

expectation 54:25

expected 36:12 114:19,20

expecting 179:18

experience 143:9, 13

expert 137:4 152:17,18,22 163:20,22,25 164:16 165:24 166:3

expire 19:13

explain 51:15 76:1 93:4 96:1 100:8,10 159:11 167:19

explained 197:24

extend 188:1

extended 114:8

extension 76:19,23 78:13 79:24 188:14,19 189:5 190:2

extensions 82:14

extent 46:25 113:6 221:3

extenuating 211:5 225:8

exterior 39:4 56:21, 22 57:6 93:15 103:6 104:4,7 107:5 180:5

Exteriors 207:25

eye 41:3

F

face 218:7

facing 53:25 54:14

fact 46:14 62:3 126:8 129:18 146:10 149:23 153:21 158:11 176:4 210:19,23

factors 48:7

facts 9:22

failed 128:19 204:22

failure 212:13

fair 10:12,13 12:19 22:8 60:15,16 117:14,19 121:16 132:2 142:8 153:7 157:14 158:14 166:12 172:23 173:12 219:12 222:20 223:4 224:21 225:3

fairly 45:15

faith 181:21 218:4 219:12 222:20 223:4

Falkenberry 83:23 89:21

fall 66:20 121:4 136:6

falling 74:8

familiar 53:23 166:24 191:16 193:23 195:8 199:24 220:17

familiarized 42:25

family 22:20 32:2 33:3 34:20 148:25 190:8

far 35:17 51:12 55:3 57:19 62:15 65:18 66:7 82:7,16 86:7 91:4,5,23 94:20 97:19 103:5

110:16 113:23 127:19 132:12,25 133:25 143:3 144:2,4 170:22 174:21 177:13 183:20 185:25 187:20 206:18 213:1

fashion 182:18

fault 107:14,19

feats 54:2

February 69:17 131:7 135:1

fee 149:17 217:7

feel 86:4 202:10 203:13

feet 33:7 53:12 107:20

fell 95:6

felt 80:20 82:8 85:25 86:1 87:6 90:12 145:2

fence 35:24 38:14 71:6,8 221:2

few 27:3 60:21 73:16 102:2 135:18 200:2 204:8 206:17

fiduciary 119:24

field 36:9 112:13 130:11 131:21 132:13 133:8 168:1,17

field-wise 133:4

fifth 26:17 202:18

figure 33:7 48:3 56:4 78:1 79:6 81:1,6 89:11 105:22 112:22 113:12 136:10 140:20 150:10 152:10 177:4

figured 107:4 152:19 155:25

figures 51:9

figuring 35:16 56:1 105:23 107:3

file 43:17 74:4,19 75:12 178:7

filed 6:7 212:10 223:24,25

files 13:21

final 38:21 42:16 77:20 169:22 177:18,24 178:3,7, 14 179:5 196:25 197:9,15,19 213:15 215:11

finalize 65:11

finally 111:19 154:12,13 156:4 179:15

finances 39:21

find 9:21 33:8 43:11 54:6 56:12 74:16,19 92:12 108:20 161:9 176:19 178:6

finding 34:6 36:22 105:23

fine 11:21 24:6 30:18,19 72:14 73:13 83:4 92:9,11 108:10 127:18 131:13,19 176:17 218:23 224:12

finish 78:6 86:20 178:22

finished 9:9 11:17 15:15 28:12 31:1 32:16 40:15 96:25 97:1 133:4 180:11 204:6

finishes 143:23 156:8

finishing 25:2 38:2 41:4 94:8 111:22 136:1 143:22 178:20 187:19 214:4

fired 131:7,8

first 8:9 20:5 25:7 32:14 35:25 36:2 41:2 52:12 53:7,22 69:21 70:2,11,15, 25 71:7,16 79:19 84:10,24 94:13 103:1 104:25 105:21 114:19 132:7 133:19 135:15,22 138:18, 19 139:5,10 154:4, 16 159:15 161:14 168:9 170:2 173:16,23 202:16 207:12 217:15 225:12

firsthand 9:22

fisherman 31:12

fit 98:18 99:11

five 27:18 63:14 105:24 109:20 202:19 204:9

fix 102:3 193:3

fixed 192:23

flips 20:11 43:2

float 95:22,24 96:2, 5,7,9,12 97:1,2,3,6, 9

floor 65:23 68:6,25 93:11 100:17 105:21 115:2 154:16,25 155:9,15 156:11,14 157:2 186:16 187:12,18 202:8,16,17,18,22

floors 93:11 100:6 104:6,12,25 155:19 168:19

Florida 17:2,9 18:12 19:6,8,12 22:6 24:13 25:12 26:19 27:8,10,16 32:15,16 34:25 35:2 53:10

Florida's 34:15

flow 202:5,6,18,23

Floyd 224:14

focus 40:20 150:10

follow 136:14 177:14 200:2

followed 158:12

following 43:11 202:7 206:21

follows 8:10

food 207:19

Foodcraft 207:18

foot 36:23

footings 154:22

footprint 36:19

for 8:5 9:11 10:15 11:1 12:16 13:4,9, 10 18:12,19,23 20:17 21:11 22:6 23:2,9,15 24:8,13,

14,15,18 25:14,17 26:2,20 27:4,8,15 28:5,11 30:11,24 31:3,4,16,17,18,19, 22 32:8,21,22 33:5, 21 35:14 36:2,11, 21 39:6 41:2,22 42:5,8,23 44:20 45:6,17 46:24 47:3, 12,17 48:4,12,19, 23 49:7,11,18 50:13 51:22 52:18, 20 56:2 58:23 59:4, 22 61:23 62:5,17, 24 63:1 70:22 71:10 72:20 74:18 76:18 79:6,14,15, 20 80:13,22 81:21 82:13,20 83:5,7,12 85:4,7,13,16 87:5, 24 90:10,12,16 91:21 92:21 93:3,5 94:3,13 96:5,9,14, 15 98:1,2 100:3 103:12,19 104:11 106:8,14 108:2,3 111:21 115:19 117:20,22 118:4,5, 14,20 120:1 121:13,17 122:15, 19 125:19,23,24 126:5 127:2 129:2 130:10 131:1 132:13,16 133:1 135:3,7 137:15 141:5,8,11 143:5 146:3,17 147:22 154:12 156:19,25 162:11,15 163:9, 10,17,18,25 166:8, 18 168:9 169:3,25 170:2,7,13,24 171:21 172:4,9,25 173:7,12,14,23 174:9 176:10,19,23 177:7,18,24 178:4, 6 179:15 180:7,25 181:2 182:6,22,24 184:7,15,21 185:3, 6,11,14,19 186:2, 15 187:17 188:13, 19 191:3,4,15 192:12,14 193:15 194:11,17,21 195:10 196:3 198:4,11 199:3,15 200:4,8,18,25 201:3,15 202:24 204:15 205:17 206:1,3,18 211:25 213:15 214:7,24 215:12 216:14,25 217:24 218:6 221:11,15 224:7, 18,19 227:16,20

force 94:4

forces 63:10

foregoing 228:5

form 77:23 118:10 151:24 158:13 169:24 171:24 187:16 219:16 220:18 223:5

formally 26:13 35:22

format 13:6 177:3

forms 47:11 98:3 100:15 104:2

forth 24:12 34:22 78:23 114:9 115:17 196:9

Fortin 208:10,11

forward 24:7 177:8 182:1 185:17 216:22

forwarded 201:13

forwarding 168:14

found 13:6 87:25 90:23 107:11,12 108:6 113:6

foundation 173:15

four 29:20 53:12 115:9 144:12 155:25 162:22 173:15 198:20,24 202:19

four-year 145:5

fragnet 82:10

frame 132:11

framing 23:3 24:21 223:22

freestanding 26:21

frequently 73:6 187:23

friends 24:16 31:20

Fritsch 7:17

from 9:20 13:12 15:14 17:4 23:14, 20 27:18,21 29:3 31:19 36:9 37:22 38:13 39:20 40:1 47:9 48:4,11 51:24 53:10,20 54:12,16, 21 56:7 59:22 62:24 64:14 71:13 73:25 76:4,11 81:1 84:13,14 86:3 87:8 88:22,23 89:15,17, 24,25 90:8 91:5,25 93:9 100:25 104:8 112:21 113:17 115:10 116:21,23 119:8 132:5,18 133:3 134:17,19 140:16 142:6 153:11 154:6,18 155:2 156:8,9 158:4 162:20 164:12,17 166:15 167:16,25 168:16, 17,20,21 169:14,22 170:20 174:2 175:2 178:7 179:5,12 181:6,10 184:19 191:7,10 198:9,21 199:2 202:1,8,9 212:15 218:5,17 222:10

front 114:12 180:13

full 92:4,5 150:10, 16 156:16 171:15 194:17 205:17,20 206:3

funds 120:23

furring 107:4

G

G702 167:23

Galiley 4:13 6:10

game 60:13 95:14

gaps 47:19 104:6

garage 53:24

gates 39:4 180:7

gauge 57:17,18

gave 217:23

GCS 18:15

gears 34:7

general 11:5 18:8, 9,11,18 19:3 21:19 22:17 49:20 58:23 60:1 85:17 100:5

103:2 123:8 139:23 161:5 188:1,3 203:13 209:5 210:2

generally 36:7 51:21 62:4 83:3 92:16 93:21 161:17 200:2,3

generated 163:15 204:17 205:1

gentlemen 91:24 163:21

Georgia 17:17 18:5,10 19:7,9,11 21:22 22:1 23:5,12 25:6 149:3 222:22, 24

get 10:4,5 12:2 21:25 30:18 33:7, 23 35:18 40:21 43:7 47:10,13 48:3, 4,13 53:11 56:21 57:14 59:13,14,19, 24 67:9,14 69:6 70:3,4 71:4,5,6,8, 10 74:8 75:17,18 78:24 96:20,23 98:17,19 99:12 102:2 105:1 112:24 115:8,10,19 116:11 117:10 120:15 121:18,19 122:9 128:2 132:19 140:2,9,13,22 145:10 149:12 150:7 153:23 154:19 155:7,10 167:2,25 168:4,17, 20,21 176:9 179:4, 11 181:10 187:3,4 190:11 197:15 201:6 202:2 214:3 218:13 224:1

get all 150:15

get-go 81:2

gets 66:14 67:5

getting 11:25 25:3 42:22,25 43:1 48:1, 11 54:1,3 55:7 56:3 61:9 63:24 70:22 71:19,20 78:24 92:8 94:6,7 95:8 97:23 114:20 147:5 154:25 156:13 196:8

Gilly 192:5,6,8,9

give 9:4 18:3 23:12 29:11 44:23 51:18 83:15 100:8 103:18 109:10 114:2,3 132:14 139:18 144:24,25 153:9 166:4 167:25 168:3 176:10 181:8 183:1 187:24 189:5,18 190:12 196:16 218:21 225:1,2

given 51:10 59:21, 24,25 60:6 61:4,17 62:5,9 190:1,16

gives 106:19

giving 74:18 85:23

glad 193:1 218:22

glass 62:17 197:13

GMP 117:5,11,12 120:7,9

go 8:3 17:15,20 22:8,15 23:7 24:7 31:15 32:13 33:6 40:13 41:6 46:19 58:5,6 59:11 61:2, 19 64:19 68:4 69:15 71:12,13,14 78:6,15 84:11 85:2 90:14 91:4,11 97:17 99:11 100:6, 12 107:16 110:5 116:3 121:11 123:25 125:11,12 147:15 156:1 157:8 159:10 171:21 173:13 177:20 179:6 180:19 181:13,25 183:6,16 185:15,16 194:23, 24 203:5 204:12 210:16 211:14 212:17 218:12 219:25 226:13

goal 140:11

God 133:21 166:14

goes 61:18 86:7 110:17 143:19 176:21 180:22 183:2 186:20 202:1

going 8:17 10:11 14:4 23:9,19 24:7,9 27:17,20 30:4 31:25 32:1 33:8 43:4,6,12 47:20,21 48:15 53:25 60:11, 12,13 61:15,18 63:10,14,20 64:12 66:2,17 67:4,18 68:25 69:23,24 70:4,6,7 71:2,19 74:11 78:5,6,23 79:2 80:25 81:6,18 87:4,25 94:25 97:7 99:16 107:3 112:12,14,17,20,25 113:17 114:12,15 115:22 116:2,6 119:9,13 127:1,2 128:2 129:8 133:22 134:3,11,14 142:5 144:6 147:6 150:3 152:2,8,16 154:24 156:10,16 157:2,6, 10 166:19 167:14 171:21 182:2,3,7 183:9 185:3,17 188:8 202:16,17,21 204:11 211:9 213:13 216:25 221:9,10,11,12,16 225:20 228:3

gone 172:8 202:23

good 6:2 8:5,12,15 11:19,23 24:25 32:18 33:19 63:11, 16 64:2,9 69:13 153:5 164:3 167:7 175:6 181:21 192:21,24 193:18 199:22 204:12,13 212:23 217:7 218:4 219:12 222:20 223:3 224:18 226:9,25

gosh 23:14 24:3 25:24 144:13 158:20 201:5

gossip 41:13

got 12:3 19:10 24:19 25:11 28:13 31:19 33:5 34:19 35:2,9,11 40:24 46:12 47:1,24 48:3 49:23 52:9,12 54:12 56:25 57:21 58:11 64:19 65:6 66:21 67:17,18,22 68:12 70:10 75:8 79:4 86:18 90:24 91:1 95:13 96:3,4 100:22 107:1 110:18 111:19,20 112:4,5,6 113:1

117:8 122:9 127:16 131:7,8,22 137:22 143:13 145:23,24 149:2 152:9,12 153:15 154:14,15, 20 155:4,9 156:1,4, 5,20 157:4,13,22 158:4 160:8 164:18 165:5,6 167:1 168:12 170:16 173:1 178:22 179:1 180:11 185:13 187:23 190:21 193:15 195:15 202:21 203:18 204:4,5 206:17 224:18 225:13

gotten 151:1 172:8

government 28:12 29:7,10 30:5

grab 48:10

grabbed 55:25

grade 69:25 93:12

grading 71:5

graduate 17:3,19

graduated 23:1

Grand 166:15

granddaughter's 34:19

grandfather 22:19

granite 193:5

gray 51:13

great 8:14 199:21 211:24

grew 22:17,18

ground 26:19 40:22 70:23 100:21 111:20 112:5 147:19 153:19

guaranteed 65:7 117:7,17 120:12, 16,17,22

guard 63:1,2

guess 22:23 23:16 24:12 25:15,25 27:11 30:25 34:8 35:10,22 36:8 37:5 46:18 47:6 55:16 57:19 62:18 67:23 69:17 70:22 76:10 78:17 79:8 81:19 82:7 84:24 86:18 89:10,11 95:11 96:5,8 99:14 103:3 106:7 109:15 110:6 113:7,9,13 114:8, 22 115:23 117:23 118:7 123:20 127:18 128:12 132:10 133:7 134:3,16,18 136:12 137:10,19 139:21 140:14,20 142:2,7, 19 143:20 144:13, 15 150:22 153:18 155:2 157:24 170:13 172:1 175:3,5,25 179:15, 21 180:7 184:2 186:22 189:9 195:14,25 197:17 201:25 203:15 213:15 216:19 222:22

guessing 135:18 161:18

guest 196:14 197:5

Guion 4:18

Gulf 27:19,21 28:20,21 29:13,19 207:4 223:10

guy 13:11 20:11 48:10 51:19,23 61:7 70:25 71:4,13, 14 99:2 100:21 103:1 126:25 133:13 137:7 141:15 143:4 163:15 164:1 191:25 206:23

guys 18:23 48:11 51:15 55:24 56:1 62:18 68:9 69:23 70:2,11 102:2 103:13 111:24 112:8,10,13 114:1 116:16 126:12 133:24,25 164:5,11 168:17 198:12

H

H-E-D-D-Y 101:22

H-E-E-D-E 101:23

H-U-Y-G-H-E 133:14

had 8:24 14:12 15:1,14 18:6,15 19:11 23:2,5,15,16 24:20 26:17 27:1,5, 12,14 29:5 30:3,5 31:20 32:5,6 33:21, 22,24 35:5,12 39:3, 17,22 41:12,14 42:5 44:1,2,7 45:14 47:24 48:14 49:1 50:24 51:9 54:11 55:6,13,21 56:6 58:2 59:14 61:2,8 62:15,23 65:19 67:21 69:5 72:2,3 73:4,15,16 76:24 78:14 79:25 80:13 81:14 87:1,2 88:1, 3,4,25 90:12 92:4 94:9 95:16 98:16 99:8 100:5,6 102:2 103:3 104:16 110:9,10 111:15, 17,24 114:6 115:15 117:20 118:3 120:11 125:11 130:10 132:4,8,9 133:4,6,24 136:10, 25 137:19 140:15, 21,22 141:20 142:22 143:7 151:3,6 154:3,5,8 155:6,24,25 159:14 162:15 163:6,8 168:1 173:6 174:3, 13,24 179:22 180:4 188:5 189:13 193:6 195:15 197:13,14 198:12 201:23 202:18 203:9,13,17 206:3 208:4 210:19,20 212:4 216:23 225:1

hadn't 50:6 225:6

half 17:19 20:5 29:15 34:22 113:18 118:20 119:16,17 121:18 212:3

halfway 27:2

halt 25:6 27:12

hand 157:13 220:21

handed 43:16 60:3

handing 26:22

handle 219:6,8

handled 27:21 174:1 187:15

handwriting 87:20

happen 51:17 80:13 90:11 96:5,7 100:20 108:19 131:20 147:6 150:19

happened 9:25 10:1 38:11 50:24 67:24 77:6 82:4 136:25 137:2 140:23 145:23 146:25 152:4 158:3 178:19

happening 115:12 153:25 155:2 188:17

happens 67:25 68:15 95:10,16 115:2

hard 23:18 78:19 79:2 81:3 86:17 160:9 163:11 188:8 196:11

hardly 11:2 166:24

hardscape 191:21

hardware 196:8,9 198:10,11

has 7:19 16:5 65:25 68:2,4,5,10 100:20 120:17 121:24 122:18 175:9,18 177:18 198:20 201:15,16 205:20 210:10,25 224:19 225:1

hasn't 64:19 194:5 199:4 210:15 211:11

hate 131:25

have 7:16 8:24 9:1, 5,6,14,24 10:14,15, 25 12:7,14,16 13:7, 14 15:6,20 16:7,16 18:4,5,9,22 20:7 21:15,23 23:19 24:21 28:6 34:17 36:12 37:17 38:7 40:6 45:11 46:2,4 47:4,15 49:10,11 51:1,18,20,21 55:13 59:3,25 61:2, 8 62:18 63:2 65:14, 19,23 67:23 68:2,8, 16,25 69:4,5,16 70:6,15 71:11 73:2, 21 74:6,7,12 78:7 83:4 84:9 86:5,22, 24 87:21,22 90:7,8, 17,20 91:14 93:12 98:2,6,18 100:9,20 101:8 102:20 103:21,22,23 104:3 113:9 114:1,6,7 115:8,9,13 117:21 119:12 121:2,24 122:8,25 123:2,11, 15,18 124:12,14,21 125:6,15,16,18,21, 22 126:5 128:1,11 130:11 131:2,9 139:9,11 140:7,15 141:1,25 142:6,10, 13,15,20 147:18 150:16,20,25 151:7,15,16,18 152:19 153:2 155:17 158:16,17, 19,22,25 159:15 161:12 162:7,9,11, 12,14 163:5,9 164:22 165:14 169:3 172:11 173:19,24 174:22 176:15 177:20 178:4,13 179:6 180:2,18 182:6 185:14 187:14 188:25 189:4,16,20 190:1,3,4 191:4,12 192:19 194:10,21 196:7,11,21 199:10,14 200:13, 14 201:21 204:1,8 205:12,19 206:13, 19 208:3,17,19 209:1,14,15 211:7, 17 212:5,8 213:12, 17 214:6,11,14,16, 19 215:25 216:10 218:19 220:20,21 221:17,20 222:7, 19,21 225:18,19, 21,23,25

haven't 16:8,18 50:10 212:24 213:9 223:11,15 225:13

having 8:9 47:2,3 53:2,17 193:2 223:2

he 7:24 15:14 18:24 20:4,7,8,10,17,20 23:4,17 44:3,14 52:3 55:22,23,25 56:4 63:12 68:4,5 71:4 72:12,16,17 73:2,4,6,10,13,15 88:14 90:21 92:1,2, 4,18,19,20,21 101:3 111:16 124:14,16,18 125:7 127:1,10,11 130:20,21,24,25 131:5,6,7,8 132:10 133:7,8 136:16,24 137:1,10,12 139:9, 10,11,17,20 140:11,22 141:5,8, 11,14 143:2,4,7 144:2,5,6,22 145:3, 11 153:5 157:24,25 162:8,12,18 163:8, 10,14,15,16 164:1, 7 165:1,20 166:19 168:11,13 174:19 181:15 187:22 192:1,10 195:18,24 217:2 218:22 225:1,2

he'd 20:11 87:23 163:8

he's 20:10 61:7 71:2 101:2 127:2 145:11 163:25 164:3,4 165:24 166:3,15,19 195:25

head 59:13,14 125:14

header 196:22

heading 27:9

hear 6:22 7:23 131:25 193:1

heard 16:8 41:12 54:15,16 137:18 138:1 173:16

heated 86:19 131:20

Heede 101:19,21, 25

height 193:6

held 21:2

help 40:20,21 50:6 116:9 138:12,16 214:20

helped 35:14

helping 114:2

her 32:9,16 84:2

210:18

here 7:17 8:17 10:2 20:12 33:11,13 34:7 35:17 38:11 40:16,19 43:10 53:13 60:11,12 74:8 89:2 92:2 101:1,2 102:13 115:22 128:18 141:15,18 143:22, 23 152:3 166:19 170:16 176:9 180:19 183:4,8 194:5 211:10 221:7

Heuer 10:18 136:18

hey 74:7 80:25 99:11,12 100:22 115:21 125:4 152:15 191:12 195:4

Hi 195:3

hiatus 32:19

hid 155:5

hierarchy 44:12

high 17:4,5,20 23:1 31:24 39:20,24 140:16

high-level 20:23

higher 53:13

higher-ups 95:13

Hildebrand 7:22 8:4,5 9:12 15:3,5, 11 16:12 38:21,25 39:8 63:11 64:6 77:23 118:10 134:6 135:15 136:14,16 138:23 148:18 151:24 158:13 171:24 191:7,8 219:16 220:18

223:5 227:1,4,5

Hildebrand's 138:15

him 7:23 8:2 24:18 56:3 71:4 89:24,25 93:25 123:9,14,22 124:3,9 125:4 127:2,6 130:20 131:23 133:18 135:20,22 137:25 138:1 139:6,7,10, 15,18,19,20,23 140:5,25 144:8,24, 25 151:17 158:22 161:12 162:25 163:2,9,17,18 164:7 165:24 166:1,22 192:11 196:1 217:2 224:24

himself 7:23 73:3

hinder 76:4

hindsight 152:21, 22,23

hire 49:21 151:7,12 152:3

hired 13:25 14:7 26:13,14 30:10 132:23 133:5 137:13,19,23 138:3,6,8 141:20 151:1,15,16,18 162:18,19 218:11

hiring 141:21 151:17

his 8:1 23:11 72:13 73:5,9,12 83:20 103:1 118:2 121:11 124:13 130:17,24, 25 132:24 137:9 140:11,16 153:2,5 154:13,18 158:19

164:8 165:2,12,13, 18 166:2,7,8,10 192:4 197:17 224:21

history 22:9

hit 25:6,7 95:17 115:22 116:2 187:18

hold 19:3,6,8,9,17 80:25 176:8,13

holder 21:17,18 22:2

holding 77:5 115:19

holds 18:18,24,25

hole 38:14 112:14 125:2

holes 47:18 104:3

home 12:4,7,15 33:22

Homes 25:14

honest 148:12 166:23 202:13

honestly 44:6 85:23 123:13 166:23

hook 100:23

Hospitality 185:1

hospitals 149:16

hotel 8:16 12:21 34:2 35:6,7 36:2 37:7 39:15 40:10, 14,21,24 41:1,6,8, 22 43:23,24 44:21 49:6,17 50:18 55:23,24 56:14 62:5 118:2 137:14 148:24 156:13

167:22 186:1 192:20 193:24 194:17 206:21

hourly 201:7

hours 139:16 162:22,25

house 11:8 33:8, 23,24 34:6,9,10,17

housing 27:24,25 28:5

how 8:12,14 16:24 19:24 20:20 24:10 25:17,22 26:6,24 29:18 30:21 41:5 51:8 63:8 66:17 69:4,17 70:14 78:5 79:17 80:17,18 81:5 82:21 89:18, 19,20 94:24 95:8 98:12 100:9,11 103:14,22 106:20 109:11 135:17 139:15 140:17 142:9 143:9 144:6 145:8 152:15 157:10 159:11,14, 15 161:11 162:3 165:1 166:12 172:22,23 173:3 178:20,22 183:19 186:11 187:15 196:23 199:19,21 213:21 215:3 218:10 220:15 221:14 222:23 226:22

however 12:20 66:12 182:18 209:11

huge 27:14 180:6

Huh 131:25

human 86:23

hundred 45:23 56:24 58:4 59:1 64:25 109:20

hundred-plus 57:21 58:8,22 59:23

hundreds 160:7

Huyghe 133:14,20 134:5 136:15,22 138:19 139:5 140:10 144:2 151:17,18 152:3,20 158:17 159:16 163:4

Huyghe's 138:12 152:24 157:17

I

I'D 13:9 47:13,15 54:1 60:17 61:10 64:17 77:13,15 78:17 83:21 93:19 97:12,20 99:15 107:23 109:15 111:8 121:14 122:10 123:17 156:25 157:15 159:12 166:7 172:21 177:20 179:6 184:10 190:6 193:19 209:14 211:17 225:4 226:19 227:8

I'LL 25:25 64:7 95:5 97:16 107:16 148:12 194:23 201:25 202:13 218:22

I'M 8:14 9:2,3,23 10:2,11 11:16 13:11 14:2 16:11, 22 18:20 21:24 22:13,16 26:16 30:18 37:11,13,14 41:25 42:22,23 43:3,15 44:25 51:13 59:12 60:20 61:6,7 67:17,18 72:10 83:5 88:3,20 89:1,2,11 92:10 96:11 102:25 103:1,7 108:4,8 112:1 120:6 122:10 123:4,25 124:1 127:25 128:8,17 130:14 132:18,23 135:18 136:10 142:4 144:10 156:14 158:1 161:8,18 162:10,12 163:1,23 166:7,17 170:17 172:7 174:5 175:20 176:10,19 181:16 183:6 184:2 191:1,3 192:15 194:9 195:23 199:9,21,22 203:5 204:12 207:15,19, 22 208:3,15 210:22 211:9,13 216:25 220:5 221:6,18 222:3,5 224:4,10 225:18

I'VE 21:5 34:19,22 50:9 58:4 61:6 67:17,18 108:6 130:18 172:8 190:21 192:11 204:5 224:18

idea 12:2 15:20 23:12 29:12 132:19 141:2 153:10 225:13

identified 7:20

identify 128:9

if 7:19 9:14 10:10 11:20 13:2 14:4,11, 14 16:5,11 18:3 28:4,8 33:25 39:10 42:10,12,15,19,22 43:16 45:6 50:6,10, 25 51:3,15 57:11 58:5,22 59:1 60:20 61:17 63:15,23 67:10,16 68:2,23 69:13 70:15 72:4 73:5 74:22,25 76:1, 20 77:4,5,17 78:1, 12 79:1 80:12 82:11 84:16,19 86:9 90:11 92:18 93:5 94:9 96:5,10, 11,18,23 97:14 99:9,15 100:11 101:8,11 102:13 103:18 108:8,10 112:2,4 114:18 116:21 117:7,12,20 118:12,13 119:5,9, 16 121:17 125:18, 23 126:4 127:5,14, 17,25 128:3,12 130:10 131:24 132:5,16 134:24 136:9,17 138:20 139:8,9 140:8,14, 15,21 142:1 143:16,22 145:23 151:3,6,7,10,16 152:17 153:15,22 159:22 160:3,4,16 162:10 171:18 172:16 174:15 175:25 176:8,15 177:4,22,25 178:3 179:17 180:2,16 181:19,21 182:23, 25 183:24 184:8 185:4 186:13 187:5,22 188:23,25 189:3,5,8,23 190:5 192:1,19,22 193:20 195:16,17 197:12, 13 198:4 201:9,12, 24 203:6,9,13 204:10 206:1 209:25 210:8,11, 13,15 211:2 212:3, 6,24 213:1,13 215:18,24 216:20 218:22 219:18 221:19 222:6,18 223:25 224:17 226:15,16 228:2

ifs 202:14

Igdal 5:5 7:3 191:11,12 193:14 227:23

ignore 147:15

immediate 43:19

immediately 25:12 42:22 153:20 181:13

impacts 203:11

implemented 115:18 167:20

implied 222:20

important 131:23

impression 140:9

in 6:5,7,19 7:18,21 10:6,25 11:5,6,24 12:3,4 13:2,21 14:6,8,9 15:13 16:6 17:6,7,16 18:9,10, 15,19 19:4,6,8,9, 11,12 20:9,15,17, 23 21:2,18 22:1,2,

17,21 23:11 24:12, 15 25:3,15 26:1,15 27:1,9,16,17 28:7, 17,20 29:13,17,24 30:11,25 31:1,6,20, 24 32:10,12,16,18 33:10,13,24 34:5, 10,25 35:11,13,17, 19 36:1,16 38:1,4 40:2,8,12,17,20 41:11,18 42:2,8,10, 12,15,23 43:17,20 44:12,25 45:3 46:14,21 47:12,25 49:19 50:19 51:2 52:25 53:4,24 54:3, 19,23 55:7,12,13, 21,24 56:13 59:3 60:14 61:22 62:3,8, 13,15,21 63:8 64:4, 18,23 65:3 66:22 67:3,10,18 68:3 69:6,11,16,17,24 71:5,14,19 74:4,11, 19 75:12,20 76:15, 23 77:1,16,17 78:25 79:20,25 80:4,6,9 81:9 82:9, 16,20,25 83:5,6,20 84:2,6,19 85:12,18, 21 87:1 88:8,10,11, 17,21,22 89:3,20, 24,25 90:2,3,7,22 91:2,14 92:1,2 93:4,23 94:24 95:3, 9 96:8 97:15,18 98:19 99:11 102:3 103:22 104:1,3,5,8, 24 106:25 107:5 108:19 109:7 111:11 112:4,5,9, 13,14,24 113:4,10, 13,14,21 114:4,25 115:3,13,18 116:14,16,17,18,19 118:18 119:1,7,9 120:15,16 121:22 122:14,17 123:14 125:2,9,13 126:3,8, 11,13,16,19 127:3, 19,25 128:6,8 129:7,11,17,18 130:3,6,7,11,21 131:5,6,20 132:13 133:2,4,24 135:14 136:6,22,24 137:1, 2,7,14 138:4,5,6, 12,16,25 139:2,6, 13 141:16 144:23 145:2,5,7,16 146:10 147:17 148:4,22 149:3,9 150:2,15 151:16 152:3,14,17,21,22 153:19,21 154:1, 18,23 155:4,7,19 156:12,16,21 157:12,24 158:11, 25 159:8 160:22 161:5 162:2 163:12,20,21 166:2 168:9,13,17 169:10,19,21 170:6,14,15,22 171:11 172:6 173:1,6,7,13,14 174:7,23 175:7,17, 20 177:25 178:7,13 179:22 180:16,17, 25 181:5,7,9 182:12,18 183:3,6, 7,13,22 184:20 187:16 188:4 189:25 190:9 192:1,11,13 194:1, 11,17 195:12,13 196:2,18 197:3,4, 21 198:1 199:6,10 203:2,13 204:17 205:17,20 206:3,20 208:21 209:4,12,22 210:23 214:10 215:1 216:25 217:14 219:13 220:21 222:7,9,14, 19,20,21 226:3

in-house 142:11, 20,22 151:1

Inc 7:4 191:16

inch 105:24

incidents 125:10

include 172:5 200:21

included 60:1 130:7 171:11 197:4

including 9:12

income 34:24

incompetent 145:7

Incorporated 26:2

increase 120:17 154:23

increased 45:19

incurred 127:20 128:10,14 130:4

incurs 127:12

indecision 111:8 203:16

indirect 155:4

individually 68:8

individuals 51:1 168:3,7

industrial 23:23 26:3

industry 25:5 77:1 88:22

influence 91:2

influenced 86:18

influences 88:24

information 51:12 60:3 61:18 85:5 115:13,14 116:15 139:18 144:8 147:19 152:23 157:21 158:3 160:24 170:6 176:6

informing 81:23

initial 85:7,10,12 111:12

initially 84:20 111:14 116:5 216:7 217:8

input 55:12 84:13, 14 143:7 145:3,22, 23 148:1,3 150:8 167:25 168:17,21 169:22 178:13 199:10

inside 112:16

insinuating 211:2

inspection 71:7,11

inspections 35:18

inspector 169:13

instance 59:22 62:17 122:17 125:13

instances 193:2

instead 151:17 152:1 168:3

instruct 193:3

insurance 87:5

intellect 145:14

intelligent 20:10

intended 135:7

interaction 60:18 99:14

interest 25:4 56:13 219:13,14

interested 44:25 83:5

interim 147:10,13, 22,23 188:14

interior 104:1 156:8,16,20 157:6, 11,19 158:6

interiors 156:7

International 158:18

interplayed 103:23

interpretation 189:21

interrupt 88:4 168:2

into 27:6,10 32:6 34:10 35:9 73:9 114:25 128:4,6,7 145:4 148:3 150:24 156:20 168:4 169:7 202:11 222:10 223:17

introduced 123:14 141:14

involved 22:2 28:16 32:10 35:11 41:18 42:2,23 51:1 59:15 61:11 62:21 67:10,22 69:3 83:6 99:15 107:1 134:5 136:17,22 149:18 158:22,25 163:21 174:7,23 195:13 204:16

involvement 39:14 204:20

Iron 208:2

is 6:3,9,10,11,13,20 7:1,3,5,6,7,11,12, 15 8:15,21 9:21,22 10:3 15:16,18 17:8 18:1,22,23 19:24 22:16,22 26:19 29:22,25 33:18 34:10 35:7 36:15, 16 41:23 43:5,13 44:3 47:5,12,22,23 48:9 49:14 53:7 54:1,4 56:16,21 57:2,4,13,22 59:14 60:3,25 63:11 64:23 66:5,6,12,15, 17,18 67:3,4,8 68:18 69:10 71:1,8, 9,15 76:3,5,8,11 77:19,22 79:6,9,15, 18,19,22 83:2,3 85:14,17 86:14,22 89:11,25 91:19,22 93:3 94:7 95:18 96:2,7,12,18,19,24 97:1,3,4,5,9,18 98:12 99:4 100:25 102:13 105:7 106:16,24 107:14 108:4,7,10,15 109:16 111:8 112:12,14,20 114:1 115:2 117:7,10,11, 16,17 118:8,25 119:10,21 120:16 121:10,17,22 122:11,13 124:1,10 126:23 127:19 129:9,11,15,24 135:3,4,10,11 136:18 137:9 139:10 141:15,17 142:19,25 143:2, 19,22 145:18 146:14 147:8,10, 17,23 148:1,4,14, 24 149:19,24 150:23,25 152:15, 16,20,25 153:12 156:19,20 157:14 158:2,17 159:4,6 160:1 164:16,23 165:18 172:9,11,12 173:15 174:18 175:3,4,7,16,21,23 176:1,9,22 178:1 179:8,24 180:10,23 181:10 182:3,8,9, 19,22 183:10,11 184:5,18 185:11 186:7,12 191:9,12, 25 192:8,10 193:18 195:5 196:2 197:11 199:4,6,18 200:4, 17,18 201:14 202:5,12 203:9 204:15 205:24 206:5,12,14,17 208:11 209:7,18, 22,24,25 210:18,21 211:10,15 215:17, 21 217:3,21 218:21,24 220:11 221:1,5,8,23 222:6 223:8 224:14,20,21 225:3 226:18 227:7,10,13,14,17, 18,21,23 228:2

Island 33:11,17 34:11,13 35:5 39:13,14 40:1,5,8, 12

isn't 8:20 73:24 77:1 109:17 163:19 190:7 221:7

issue 77:12 95:13 116:1 124:23 140:15 147:13 154:8 155:22 171:12 183:12 196:13,17

issued 135:8 184:15 185:3,16 200:11,15,22

issues 31:4 68:10 75:15 81:11,13,20 87:5 96:5,6,9 105:20 114:25 123:20,21 124:8 139:25 140:21,22 153:21,24 156:2 161:4 163:8 171:5 172:3 182:21,24 198:7 201:20,22,23 202:10 203:2,10

issuing 186:1 200:12

it 6:22 8:6 9:3,25 10:11 12:21 13:2 14:24 15:7,9,10,13, 14 16:4,8,10,11,16, 18,19 18:10,12,14, 15 20:5 21:16,25 22:19,22,25 23:12, 13,14,18 25:6,7,8, 18,21 26:16 27:18, 25 28:2,6 29:8,16 30:8,25 31:2,3,7,9 32:7 33:18 34:8 35:7,10 36:14 37:18,24 38:1,3,19 39:6,10,19,20 41:9, 15 43:1,16 45:24 47:1,3,15,23 48:11 49:8,14,15,18 50:6, 7,8,9,10,14 51:22 52:17,18,23 53:11, 21,23 54:17 55:7,8,

13,16,19 56:2,7 57:11,15,16 59:5, 19,25 60:20 61:10, 18,21 62:4,19 63:16,17,19 64:25 65:11,17 66:1,2,4 67:20,23,24 68:12 69:5,7,20 70:19,20 72:23,25 75:11 76:1,5,14,20 77:1, 16,17 78:14,16,25 79:5,6,8,11,13,19 80:6,11 81:1,2,3,6, 7,23 83:10,12,13, 14,15 84:8,9,10,11, 12,23 85:2,3,5,25 86:1,9,15 87:2,11, 14,16,20,22 88:1,4, 6,7,17,18,21 89:2, 3,7,8,10,19,21 90:6,13,23,25 91:4, 19 92:15 93:22,23 94:10,19 95:3,7,12, 14,18,22,23 96:10, 20,23,25 97:1,5,10 98:15 99:5,9,15,21, 23,25 100:12,15, 17,18,23,24 101:3 102:1,3,7,11 103:11,23 104:23 105:6,10,19 106:5, 7,9,18 107:3,4,6,11 109:2,16,17,19 110:2,18 111:13,14 112:8,24 113:2,7,8, 10,11,13,14,15,16, 18 114:4,5,6,8,15, 16,19,22,24 115:10 116:4,5,8,9,16,17, 18,20 117:1,5,8 118:13,16 120:7,12 121:20,22 122:1,3, 9,13,18,19,24 123:19 124:11 125:2,7,11,12,13, 19,20,23 126:2,4,5, 8,13,15,16,23 127:10,11 128:13, 14,15 129:2,3,7,8, 9,12,13,15 130:10 131:6,23 133:3 134:9,13,15,18 135:16,20 136:1,2, 6,10 137:21 138:20 139:9 141:16 142:4,6 143:6,8,11, 22,23,24 144:12,13 145:5,6,17,22,24 147:15,25 148:9 149:4,16,25 150:11,13,17,20, 21,22 151:15 152:5,6,12,16,17, 19,21 153:3,8,9,11, 12,13,14,15,18,25 154:10,14,17 156:7,14,17,22,23, 24 157:1,2,4,10,13, 14,16,25 158:2,4,5 159:9,24 161:17, 21,22 162:11,14,24 163:4 164:4,10,21, 23 165:1,5,6,7,21 166:10 167:24 168:9,10 169:21 170:2,5,9,23 171:22 172:12,16, 22,23 173:4,10,11, 16 174:3,15,23,24 176:1,20,21 177:1, 4,5,6,15 178:1,2,4, 21 180:4,11,13,17 181:2,3,8,11,17,18, 21,23,24 182:7,13, 19,22,23,24,25 183:4,6,9,10,13,14, 19,24 184:8,13,15, 16,25 185:6,11,14, 17,24 186:20,22 187:6,7,18,19 188:6,7,8,9,13,23, 25 189:3,5,11,24 190:1,23 192:2,17, 24 193:5,6 194:11 195:15 196:8,19,24 197:4,9,12,13,14 198:13 200:4,8,17 201:13,15 203:1,8, 10,18 205:1,4 206:2,17 209:6,14, 24 210:3,4,6,11,12, 25 211:12,16,20,24 212:4 213:9,18 214:20 215:3,4,14, 21 216:3,19,20,22, 25 217:1,2,3,9,23 218:8,9,10,11,12, 22,23,24 219:8,9, 10,11 221:4,20,23 222:6,15,21 223:4, 9,25 225:22 226:1, 23 227:25

it'd 61:10 86:17 156:1 159:25

it's 8:21 9:10 11:14 22:21 23:18,21 31:9 40:15 47:6,7 48:10 49:15,16 53:13 64:3 66:13 67:17 77:2,9 78:19 79:2,14 80:15 92:12 96:8 97:7,12 109:16 111:3 115:17,24 116:13 117:11 122:9 128:6,7,12,13 129:14,21 142:14, 24 143:25 148:16, 22 149:21,23 150:1 152:2 159:7 163:11 165:6,7 167:2,7 171:25 175:23 177:25 180:20,22 181:22 182:7 186:13,23,24 189:8,9 196:11 199:12 212:2,18 214:15,18,22 215:17 220:7,8,9 222:8

item 169:20 204:25

items 39:6 51:20 129:20 173:1

its 53:3 63:10 99:6 107:18 108:5 109:6,13 127:22 130:5 135:7 137:14 142:11,12 149:15, 20 185:19 186:5 194:17 198:15 205:17 206:3 209:7 210:5 216:11 217:22 218:5

itself 188:10

J

Jaan 5:6 7:1 193:18 227:10

Jacksonville 29:1

James 166:12

January 35:10 36:1 41:6,23,24 43:20 46:21 50:20 59:12 64:18 69:11,16 91:15 113:21 135:1

Jean 130:22

Jeff 43:21 44:7,9,17

Jennifer 83:23 84:5,9 85:20

Jim 84:5,11 87:22 88:13,16,18 89:21 90:20 169:4,13

Jimmy 25:8

job 10:1 11:17 12:21 13:1,19 14:1, 4,6,20 15:1,5,7 16:1 19:25 20:2,7, 17,21 21:11,17 22:2,3 30:1 35:10 36:1,2,25 37:18,19, 24,25 38:6,8,9,13, 23,24 39:9,13,14, 19 40:1,2,5,12,17, 20 41:7,11,17,18 42:21,23 46:7,23 47:5,13,24 48:12, 22 49:1 50:19 53:22 54:2,13,14, 21 55:1 56:8,9,17 58:15,18 59:2,9,12, 18 60:8,19 61:6,8, 15 63:9,21 64:18, 23 66:9,10,12,15, 18 67:2,4,8 72:19 73:16,22 74:1,5,22, 23,24,25 75:13,21 76:9,15,24 79:9,15, 17,22 80:17 81:18 82:4,19 86:20 91:24 92:3,5 94:1, 14 95:3 96:14 97:7, 10,15,19 98:7,10 101:6,9,25 102:5, 15,18,21 103:21 104:20,22 105:11 107:10,13,18,24 108:6,13,25 109:6, 12,22 110:1,15 111:3,6,10,12,19, 22,23 112:3 114:13 115:11 117:25 118:6,9,12,19 119:20 121:23 122:24 123:5 124:10,16,19 125:8,17 126:2,4 127:12,20 128:1,6, 9 129:7,11,18,23 130:3 131:2 132:16 133:6,22 134:3,7, 11,13,14,17 135:20,25 136:16 138:5 140:2 141:17 142:23 143:5,17,19 144:2,9,11 145:8, 16 146:1,2,7,8,11, 12,14,16,24 147:6 148:12 149:19 150:4,9 151:18,19 152:25 153:5,8,13, 14 157:10 161:20 162:14,16 163:21 164:2 165:10,25 168:22,23 172:6 178:19,20 180:25 182:1 183:2 184:13 185:8 186:1 188:10 196:3,6 198:21 202:4,12 208:20 211:20,22,24 212:3,22,23 213:25 214:4 217:3,5 224:6,25 225:9 226:3

jobs 18:13,17 23:19 24:21 25:13 33:13 40:6,11,23 65:10 94:8 148:20 149:12 192:12

Joe 143:1 159:24, 25 160:1,2 162:7

Joey 224:14,17

John 6:24 10:17 191:7 206:12 227:7,11

Johnny 18:24 19:1, 2 20:22 133:5

Johnny's 20:23

Johns 34:11,12 35:5

join 151:13

joint 220:23 221:2, 5,7 225:21

Josh 91:21,25 92:1

Joy 224:14

JR 5:4

judge 76:1,2 93:6 96:1 103:19 135:3 183:16

Judicial 6:8

jumps 53:7

junior 32:15

just 9:23 10:8,14,17 11:2,5,8,12,13,16, 24,25 13:3,9,17 14:11,20 15:10,25 16:1,3 17:10 18:8 19:9,14 20:8,11,15, 23 22:19 23:2,12 28:10 29:4,11,16 30:18 32:1 35:7,21, 23 36:17 37:25 40:20 41:13 42:22, 23 43:1,2 47:2 48:6,15 50:8 51:15 53:6,16 54:23 55:8, 13 60:3 62:11,14 63:12,15 66:5 67:20 70:4,10 72:13 75:6 80:4 81:2,3,6 82:4,5,6 83:1 85:13 86:21, 22 87:8,16,24 88:20,22 89:2,7,24 90:10,21 91:8 93:23 97:12 99:2 100:5,8,19 101:3 103:18 104:4 105:7 107:1 108:19 112:5,13,20 113:24 114:24 115:24 119:17 120:6 121:4,5 123:20 124:7,8 125:1,9,13, 15,18,19 126:16 127:1,2,25 128:3 130:14 131:22 132:19 135:22 136:10,12 137:21 138:1 139:25 140:2,13,16,18,19, 22 142:5 146:3 147:7 152:7,9,12 153:23 156:9,10, 14,17 161:3,5,8 163:4,11 164:11 165:25 168:23 169:17 171:19 174:8 175:23 176:16 181:16,20, 22 182:4 183:1 186:11 192:16 196:11,21,24 197:14 198:9 199:22 202:22,25 203:6 204:8 206:1 210:16 213:18 215:2,16,18 216:24 218:6,9,25 219:18, 25 221:12 225:18 226:14 227:16,19

justify 206:4

K

keep 12:8,11,20 13:7 15:21 24:7 31:3 35:2 81:4 156:23 157:1,14,20 158:5,10 160:10 182:3,5 183:13 222:10

keeping 41:3 146:13

Keith 73:12

Kelly 4:18

kept 81:21 115:16 124:9 152:7

Kevin 195:23

Kevin's 195:24

Key 27:18 31:1,6, 14,16

keys 26:23

kicking 112:9

kids 34:20

Kim 4:20 84:6,12, 13 169:4 177:8

kind 10:18 11:5,8, 12,13,16,18 12:20, 23 13:3 14:18,21 15:25 16:1,3 19:22 20:11,15 22:23 23:13,21 24:12,15, 19,20 25:1,12 26:4, 18 27:7,11,13 28:2 31:2,3 32:6,7 33:8 34:4,6 35:12,14,15, 24 36:8,14 38:1,2 39:19 44:25 45:19 52:23,24 53:15 55:8,19 56:5 65:22 66:5 67:14,15 68:7, 19 70:2,4,5,21 71:11 77:6 79:25 80:24 81:17 84:6, 12 87:7 91:22 92:21 95:8 96:5,8 98:19 99:10 100:7 101:3 103:25 106:20 109:25 111:20 113:11 114:2,23 115:12 124:10 126:12 134:21 138:7 139:25 140:19 142:16 147:25 150:24 156:4,14 157:2 161:3,4 166:8 168:10,13, 19,23 171:25 179:25 181:8 186:13 187:18 188:3 194:8 195:19 196:22,23 197:1,12 221:1

kinds 197:14

knee 104:15

knew 11:25 30:4 41:10,11 50:23 59:8 80:1 111:15, 18 141:19 174:22

know 9:21 10:3,8, 20,21,22 12:23 13:2,4,12,24 14:15, 24 15:18 16:5 18:8, 18 20:5,12,13,15 21:9,15 22:23,24 23:2 24:20 25:2 26:4 28:2,4,8 29:4, 5 30:5,19 31:8 33:7 35:2,17,18,21 36:9 37:14,21 38:4 39:3, 11,20,21 40:21 41:3 42:11 43:10, 17 44:3,5,6,16 47:14 48:6,7 50:7, 17 52:9 53:6,15,16, 17 54:2,4,15,16,24 55:3 57:3,11 58:5, 11 60:11 61:3,4,11, 14,21 62:10 63:12 65:20,25 66:3 67:11,16,17,19 68:6 69:22,24 70:5, 6,16 71:6,14,17 74:9,11 75:15,16, 23 76:17,21 77:8 79:1,23 80:13,20 81:4 82:11,15,19, 24 83:24 84:6,8,15, 21,24 85:8,25 86:1, 6,25 87:11,21,22, 24 88:2 89:8,23 90:11,22 91:9 92:18 93:14,15 94:14,20 95:9,12 97:19 98:1 99:15 100:2,6,24 104:12, 15,24 105:20 108:16 109:22,23, 25 110:4 112:7,10, 23 113:1,2,24 114:2,3,10 115:9, 21 121:25 122:13, 19 123:12,13 125:12 126:1 127:19 130:2,8,18, 22 131:8,24 133:13 136:12,13,14,20 137:9,11,18,22 138:2,3,8,11,21 139:18,21,24,25 140:19 141:1 142:9 143:3,7,9,24 144:3, 4 145:1,11,24 147:3 148:4,23 150:12 151:21 153:6 154:3 155:3, 14,16 156:9,16 159:8 161:9,16 162:8,16,18 163:8, 19,25 164:6,12,14, 15,23 165:9,20 168:4,18,22 169:17 171:19 172:11 175:10 176:1,2,16 177:13,17,22,25 178:9 179:9,13,14, 17,20,22 180:16 181:9 182:7,17 183:4 186:15,17,24 187:3,17,24,25 188:4,18 189:11 191:5,19,25 192:8, 10 193:2,11 195:25 196:9 198:4,7,9 201:14 204:11 206:4,18 208:3 209:18,21 211:7,18 212:11,12,21,25 213:1,3,4,5,6,8,24 215:3 217:19 218:20 219:3,5,13, 23 220:5,23,25 221:1,25 222:8,18 223:12,13,17,25 224:2,5 225:6,8 226:22

knowing 9:24 23:9 27:5 44:25 88:22 90:21 216:2

knowledge 9:22 21:15,22 192:19 194:10 198:19 205:8,11,12

known 130:11 151:5 171:13 173:5

knows 131:16

Koch 207:14

L

labor 74:18

lack 74:18 105:8 124:7

lady 51:20

laid 107:19 115:16

Lakeland 26:4

landlord 28:7

landscape 191:21 193:4

lang- 176:5

language 85:18 102:11 175:16

large 45:15 145:1

larger 82:7 95:17

last 11:24 31:1,24 32:16 69:18 72:13, 18 73:12 103:1 130:19 149:9 153:13,14 183:8 195:23,24

late 136:6

later 14:11,20 18:10 32:4 70:8 72:1 80:1 87:25 97:16 131:1 133:1 136:24 137:1 168:12 176:19 181:2 182:8 183:1, 16,24 184:8 186:11 220:16

Lauri- 163:23

Lauricella 143:1 160:2 163:22,23

Lauricello 142:25 144:19 145:6,11 163:19 164:13

Lauricello's 163:12

law 21:16 210:6,7, 10,14 211:4 222:20

lawsuit 224:1

lawyer 8:1 9:23 10:23 224:15

lawyers 11:7 210:16

lay 93:5 104:5 106:20

laying 108:17 115:11 126:12 146:21

laymen 93:6

layout 105:13,17, 20 108:8,24

lead 57:14 124:10 132:12 196:25 197:23

leading 127:18

leads 90:5

learned 149:9

least 31:8 47:24 48:2 107:9,11,12, 13 143:10 147:22 178:4 182:7 191:2

leave 15:14 30:22, 23 178:21

led 89:12

Ledford 112:1 133:6

left 26:8 28:13 31:16,17,22 70:24 72:17 87:1 90:19 132:17,18 162:13 178:25 179:1,19 180:3

Legal 6:13

legalese 66:8

legally 66:13

legit 169:2

legitimate 129:2,14 212:6 213:14 216:13 217:17 226:2

less 110:2 169:20

let 18:4 19:13 25:24 30:5 33:6 38:5 40:16 44:23 50:3 63:12 79:19 96:10 106:11 116:20 165:21,23 168:2 170:9 176:8,10,16 178:2 183:1 200:25 215:16

let all 115:14

let's 16:23 22:8 24:7,11 35:7 46:14, 24 59:11 61:3 63:1, 5 64:3 69:15 70:12, 13 71:22 78:15 83:12 87:10 91:10, 11,17 93:5 96:14, 19 102:25 103:2,22 110:5 112:15 116:3 118:16 120:5 123:3 134:18 162:6 167:5 171:19 172:5 183:1 184:17 211:14 212:17 213:9 219:25 223:7,9 225:11

Lethko 91:17,18

lets 95:12

letters 74:17 201:20

level 39:20,24 140:16

library 6:7,21 8:16 35:23 105:3 185:2 206:19 208:19 209:6,8 216:11 218:16 222:1

license 18:9,19 19:4,18,21 21:2,17, 18,19,23 22:2 24:20 34:16 35:2

licenses 19:17

licensing 21:22

lien 210:25 212:13 223:24

liens 212:9

like 8:3 11:3 12:24, 25 14:2,3,5,13 19:18,19 20:16 23:21 25:19 31:19 34:9 39:2,5,22 41:15 42:9 45:24 46:19 47:19 50:2 51:16 52:22,24 53:18 56:17 57:18 60:17 61:14,25 62:4,8,23 64:17 65:24 66:20 67:12 68:6 70:18 71:3,21 72:18 74:13,19 75:2,16,18,19 76:16 79:23 81:8, 13,14 83:1 84:23, 25 85:25 86:1,20 87:6 88:1 89:8 92:22 93:6,14 94:6, 22 96:6 97:22 103:2 105:17 109:25 110:1,20 113:4,19 114:4 121:14 122:10 125:24 130:8 132:7 135:25 137:4,21 141:3 144:17 147:5 152:6 154:23 155:20 157:1 160:17 161:5,8,18 163:4,10 170:18 173:21 175:23 176:15 177:2 179:14,15,24 180:8,13 187:21,25 188:2 193:6,20

196:23 197:11 203:16 221:3 226:14,15,19,21 227:2,4,8,11

liked 55:25

limestone 55:23 104:17

limit 117:11

limitation 83:3

Lindsay 83:24

line 70:3,7 84:24 105:18 106:25 108:17,19 169:19

lined 33:22

lines 106:19

lingering 39:2

lining 105:15

link 35:24 38:14

Linton 6:24 206:12 227:7,11

list 43:9 62:9,10 129:19 169:14 171:4 179:14 205:1

listed 130:6

lists 204:17,21

Lithko 7:9 91:16,19 92:16,24 93:5 94:17 97:19 98:16, 21,25 99:8,12,17, 19 100:1,10,13,20 101:8 102:17 103:23 206:21 211:15,19

Lithko's 95:2 97:14 98:19 101:12

little 9:4 10:18 23:11,22 24:13 31:13 32:7 38:3,6 40:16 57:13 63:14 67:4 86:18 91:8,9 93:13 103:18 110:18 120:8 124:8 133:1 142:4 153:16 154:12 162:23 200:1 202:1 218:2 221:7

live 31:10

lived 92:1

living 32:18

LLC 6:6,7,21,25 7:14,16 195:6 206:19 208:10,19

load 154:21

locals 54:16

located 17:8 33:22 48:6

location 115:4 126:11

locations 27:18 71:3 115:7 155:19 156:1 193:5

lock 148:10

log 81:13,14,20

logged 7:18

logs 81:21

long 11:14 23:19 25:17 26:6,24 29:18 50:24 57:13 62:19 69:17 81:8 139:15 148:23 162:3 165:7 191:24 196:25 197:9,15,23 218:2

longer 156:23 157:14 158:5

longest 76:9

look 47:17 50:6,8 52:23 55:23 56:3 57:16 61:3 77:20, 25 78:7,15 79:3,4 84:9,10 137:2 141:20,21 143:10 145:15 146:3 157:8 163:8 177:21 179:6,7 180:19 183:3,13 185:13 189:17 197:11 209:14 211:17 218:6,8,9 222:12

looked 16:19 47:4 53:22 125:8 214:6

looking 9:15 11:8 32:22 35:12 53:16 61:23 85:16 136:24 140:18 150:3 176:10,19 223:17

looks 89:8

loopholes 47:17

Lord 131:16

lose 131:16

losing 115:22 116:1

loss 95:22,23 102:8 119:18 142:5 214:7 215:13

lost 95:19 130:25

lot 26:22 27:16 32:1 47:23 48:7,8 62:21 78:22 108:9 131:20 149:9 150:6 195:19 201:6 202:12

low 109:21

Lowcountry 7:2 193:19,23 194:10, 16 208:14

Lowcountry's 194:4,8

lower 104:12

lump 119:8,9

lump-sum 117:15 128:1,2 129:7

lunch 130:21 167:3

luncheon 130:20

Lutheran 14:6

M

machine 106:17,18

Madam 49:16 204:14

made 16:6 32:7 34:4 48:9 68:22 86:8,11 88:7 94:23 95:16 105:25 107:18 108:8 109:6,12 114:11 116:17 129:1 130:3 158:11 165:15 185:5 188:15,19 197:1,9,10,19,25 214:14,16 215:23 216:6,14 220:13

magnitude 109:10

main 73:10 83:23 93:16 103:13 113:25 146:13

maintain 28:5 34:15

maintained 34:21, 23

maintenance 28:7, 15 31:3,18 32:21

major 46:11 60:18 64:20 69:15 91:11, 13 93:25 99:15 116:10

majority 57:3

make 24:22 33:13 46:12 47:17 48:5 54:24 62:14,19 66:12 67:3 68:10, 14 69:5 70:10 71:2 78:25 79:9 82:1 83:4 85:6 86:14 87:23 95:15 96:6 100:18 104:7 108:9 113:1 115:15 116:4 121:12 122:3,11 125:4 126:19 128:3 129:4,5 130:4 138:7 143:14 154:3 165:11 171:21 172:23 173:14 177:23 178:14 217:15,22

makes 143:11 186:21

makeup 96:8

making 24:25 36:24 47:16,21 66:5 69:12 85:12, 21 188:4 197:16

man 92:8 97:19 104:22 110:14 166:5,14

management 27:7, 22 36:14,16 146:11

manager 26:10 27:4 28:22,23,25 30:12,13 36:4,6,11 37:7 38:7 39:17,18, 23 40:11 41:22 43:6,12 44:4,20 46:10,23 49:2 58:9 60:23 61:6 63:21 65:6 69:3 72:14 84:14 91:21 92:3 110:12 116:5 126:23 127:22 128:19,20 130:5 143:17 157:12 165:10,25 167:21 169:23 188:20 192:3 213:12 214:19 218:6 219:7 224:19,25

manager's 72:10 103:7 146:12

managers 29:5 37:17

Manny 51:22,25 52:2

manpower 65:16 98:2 105:1,8 201:20,22,23 202:1,3,10,24,25 203:1,9,17,18

many 21:24 81:2 82:6 95:8 97:23 130:19 148:8 152:13,14 156:18 159:14,15 188:6

March 34:9,12 69:17

Marion 34:2 35:6 36:22 41:8

Mark 161:11,15 162:15

marked 5:17

marquee 57:10

married 25:3,11

Marty 111:17 132:4,7,8 133:4

masonry 7:10 102:22,24 103:5,20 104:5,8,16,19 206:25 212:18

Masonry's 105:14

masons 102:21

master 68:24

material 56:4 79:1 179:25 181:1

materials 55:9 147:5 169:16 182:4,5 183:14

matter 6:5 9:8 83:14 89:2 129:8

maximum 65:7 117:7,8,17 120:12, 16,18,22

may 7:20 21:1 34:18 37:18,19 47:18 51:13 55:13 68:3 74:6,7 78:18 82:9 87:22 90:13 98:2 102:13 112:24 119:12 162:7,11, 12,14 163:5,9,17 164:10 165:14 169:19 174:22 180:2 181:15 187:14 191:4 196:7,11 201:7 208:3 209:15

maybe 20:1 30:16 38:5 45:23 63:12, 13 72:18 86:2 87:5 91:8,9 100:25 101:1 107:12 110:3 112:7 115:9 132:6 135:18 136:9 139:16 140:14 159:19,25 160:20 161:17 162:23,25 163:1,8 174:23 179:23 192:2 195:25 196:7

Mcauliffe 166:13, 14

MCC 6:25 71:25 72:1,17 73:21,25 74:5 75:11,21 91:12 154:9 207:2 213:21 220:1,9,12, 14

MCC's 214:12 215:7

me 6:22 9:8,16,25 10:12,15 11:22 12:22 13:11 16:10 18:3,4,14 23:11,12 24:17 25:24 27:5 29:11,24 31:3,20, 23 32:5 33:6 36:5 38:5 39:14 40:16, 18,19 43:16 44:23 45:21 46:21 50:2,3 51:18 57:23 60:20 61:4,5 63:12 64:20 70:14 77:5 79:19 81:8 83:14 89:2,22 92:8 96:10,11 100:8 103:18 106:11 109:10 111:14,25 116:20 123:21 126:17 128:15 132:15,22 133:16 135:19 138:20 141:11 153:10 156:21 158:2,6 161:1,5 163:3 165:21,23 166:18 167:7,19 168:2,3 170:9,17 172:11,13 173:11 176:8,10,15,16 178:2,19 180:4

183:1 185:11 191:7,10 195:15 196:16 200:25 209:4 211:5 215:3, 4,16 220:25 224:20 225:1,2

mean 10:20 12:22 14:15 24:21 28:2 37:12,21 41:25 43:17 47:14,25 50:9 52:25 53:6 54:15 55:14 56:20 58:2,7,8,10,16 66:3 67:2,12,16,25 70:18 72:21 73:23 75:15,23 76:3,10 79:1 80:9,13 81:13 82:15 86:1,5,7 88:3 89:14,15,16,23 90:11,22 91:4,8 95:9 96:3 97:13 98:24 99:8 100:13 101:18 103:11 107:23 109:14 118:3 119:23 120:3 124:14 126:12 127:23 131:18 133:10,11 136:1,9, 20 140:19 141:15, 16,19 142:13 143:25 145:25 148:14 150:12 151:10,14,25 152:6 153:6 157:24 159:24 163:15,16 164:3,9 165:20 166:11 175:22 181:22 182:5 185:4 186:24 187:3 189:7 195:14 201:10,23, 24 210:6 211:18 215:1 218:25 219:20 223:12,18

means 76:2 87:4 108:16 126:21

meant 59:1

meantime 27:2

measure 105:19

mechanical 39:4 71:18,23,25 72:7 91:13 112:15 154:1 155:1 180:5

mechanics 212:9

mediation 186:18 187:8,9,11,16,17

meet 62:12 76:7 134:6 137:25 139:2,3,5,6,7 146:8 161:14,23 189:6

meeting 12:24 67:13 76:5 140:10 159:15 160:16,19 161:24 169:10 189:9 192:9

meetings 12:23 46:19 47:15 62:14, 21 68:3,8 73:8 88:14 89:25 90:3 159:22 160:7,11, 14,18,25 162:5 163:13 192:1,11 195:16,19

memorandums 160:13

memory 11:13,16 29:24 180:3

mentioned 55:23 57:21

MEP 68:5 71:22 112:15 113:25 115:2 116:16 133:5 155:18,21

MEPS 71:18 155:7

merely 117:11

met 54:24 61:6 62:2,8,17,19 133:19 135:15,20, 22 136:15,16 138:1,19 139:10,23 140:5 159:15 161:12 162:4 166:13 189:1,3

metal 180:8

methods 108:16 126:21

Michael 5:9 7:11 105:2 107:20 118:1 204:5,15 206:20 227:15

middle 105:18

might 9:15 41:18 62:12,13 77:7 85:4 96:7 109:19 139:9, 11 140:7,15 162:9 166:5 188:7 190:11

Mike 43:21,22,24 44:1,16 49:20 62:21 91:20,25 106:7 141:5 195:17 218:16,20

milestone 54:5

military 27:14,24, 25 28:3,6 29:19

million 29:17 59:8 107:13 109:19,22 117:21,22 118:4, 18,20 119:10,11, 12,14,16,17 121:13,15,18 159:6 170:15,17 172:9, 24,25 173:3 214:7 215:17,20 218:21

millions 23:16 93:23

millwork 7:2 156:8 193:19,24 208:14

mind 11:20 53:24 145:6,17 157:12 184:21

mindset 185:1

mine 24:16 120:9 166:11

minor 11:25 145:1

Mint 40:17 44:9

minus 215:19

minute 60:17 168:2

minutes 12:24 64:4 160:16 204:9

mirror 197:13

missed 127:10,11

missing 47:18 48:4 58:13

Mississippi 27:19

mistake 107:10,11, 12,13 108:7,22 129:1

mistakes 107:18, 21,24 108:1 109:5

mixed-use 33:10 40:8

mocked 196:22

mocking 196:21

mockup 55:7,18,20 56:2,5 57:8,9,20 196:19

mod 154:4

mode 156:16

model 112:21,24 113:11 114:5

modeling 112:18, 20 116:15 153:23 154:24

modified 177:10 193:7

modify 177:10 193:8

module 107:6

mold 155:5

money 24:23,25 45:15 83:13 84:18 85:7 117:13 118:1, 8 119:2,21,25 120:1,16 121:5,11, 24 137:15 146:14 171:21 172:8 173:5 175:17 186:2,24 194:11 211:12,15 212:20 213:2 214:9 224:1,21

moneys 213:15

month 81:22

months 31:17,19, 22 32:4,8 33:5,21 41:3 72:18 112:5,6 132:6 135:18 153:14,23

months' 50:18

moons 21:24

more 11:13 20:4,5 25:6,7 32:7 55:22 66:1,2,4,5 81:17,18 82:6,7 83:5 85:4 86:19 94:10,12 95:7 98:1,2 102:13 103:4,5,6 114:24 120:16 121:5 122:1 132:12 137:1 140:17 145:22 148:24 156:22 157:18 159:18 162:21,23 164:12 173:5 179:18 194:11 203:18 204:9 206:18 215:17 217:20

morning 6:2 8:12, 13

most 8:17 11:21 12:22 39:6 51:22, 23 76:5 80:11,22 84:6 103:12 104:11 147:18 156:25 168:10 170:13 174:9,10 186:15 187:21 196:1 219:14

mostly 99:8 104:12 110:13

mother's 23:15

motor 66:20,21

mounted 196:23

move 30:23 33:3, 19,20 70:5 76:14 100:15,16,24 111:19 125:12 155:6 202:8

moved 23:5,7,8 24:18 25:11 32:6 33:9 34:9,10,12 35:4 84:23 104:3 111:24 113:16 145:24 147:1 154:15

moves 147:3 148:3

moving 32:8 33:23 34:8 68:21 95:1 100:25 101:2 111:20 125:7 143:25 148:9 150:6 152:19 155:8,19 176:12 202:15

Mr 6:20,24 7:1,5,7, 11,13,22,25 8:4,11, 12 9:12 15:11 16:12 19:25 20:20 38:21,25 39:8 50:1, 3,5 55:21 56:3,12 57:11,19 63:11,15 64:2,6,7,10,17 77:23,24 118:10 123:16 128:17 130:17 132:3 133:20 134:6 136:14 138:12,15 140:10 144:2,19 148:18 151:17,24 152:3 154:17 158:13,14,17 159:16 161:11,23 162:22 163:12 164:13,22 166:12, 13 167:2,5,8,11,19 171:24 176:14,17, 18 190:20,23 191:1,7,9 193:17, 18,23 194:20,24 195:3 199:17,18,23 200:3 203:25 204:2,4,7,9,14,16 206:7,11,12,14,16 219:16,17 220:18 223:5 226:7,9,18, 21,22 227:1,4,5,7, 10,13,15,17,19

Ms 7:3,6,12,15 191:11 193:14 194:23 195:1,2 199:14 210:17 227:14,18,21,23

much 31:13 34:25 41:5 50:11 52:25 53:13 56:21 63:8 66:7 68:5 70:19 77:8 78:5 80:17,18, 22 81:6 109:11 112:4 117:13 135:17 147:25 151:14 161:21 169:8 174:23 186:11 190:25 193:15 194:21 220:15 221:15 226:20 227:3

multinational 148:15

multiple 23:16 79:2,7 115:20 140:1

multitude 15:25 111:7 156:7 203:15

murder 89:17

mute 6:14 8:2

muted 8:6

my 6:10 7:10,16 8:15 9:20 11:12,16 12:25 22:16,18 23:2,5,9,14,15 27:6 29:15 31:17,23,24 32:2 33:7 34:18,23 41:23 43:4,21,22 44:9 48:24 54:19 55:16,24 58:19 59:13 60:10 61:8 71:13,14 80:9 84:10 85:13 86:21 89:10 90:25 96:11 106:11 114:5 117:21 118:7 124:1,11 125:14 131:16 134:19 136:8 141:16 142:19 159:7 160:4 161:7 162:20

170:17 175:13 182:23 184:18,23 186:6 191:24 193:18 194:24 198:19 199:18 200:16 202:11 205:6,11 222:24 224:22

myself 168:16

mystery 89:15,17

N

name 6:10,18 8:15 14:3 21:7,9 24:1,2 70:16 72:4,11,13 73:12 83:15 103:1, 8 132:24 133:15,17 166:24 192:4,5 193:18 194:24 195:23,24 199:18 208:12 226:15

named 133:13

nameless 21:9,10

names 60:7 92:10

narrated 15:16

nature 55:14 86:23 124:21 147:7 149:21

naval 27:17

near 108:5

necess- 222:8

necessary 143:16 158:12

need 8:19,20 10:21 13:3,9 19:12 24:17 35:18 43:12 50:7 55:8 67:20 74:8 98:4 99:9 112:7,12 128:1,17 138:12,15 180:19 182:1 183:15 189:18 202:5 217:25 222:7,9 226:23 227:8

needed 23:4 28:3 45:6 46:4 57:16 69:13 70:5 97:24 100:21 115:14,15 192:23 203:18 204:11

needs 181:25 218:20

negotiate 46:6,11 65:11 70:8 72:22 91:18,23 94:15

negotiated 60:2 92:23 103:9,15 191:22

negotiation 42:16 103:13

negotiations 42:13 192:3

neutral 85:15,21,23

never 10:1 20:22 90:11 129:4 138:1 141:18 144:5,8 145:12,16 172:13, 16,19 174:21 183:7

new 27:12 28:10 144:25

news 224:18

next 43:4 100:16 115:2 125:8 165:4 187:7

nice 31:9

Nick 15:12,17 111:15 132:8 133:3 140:6 160:2 162:6 168:10,17,23 173:24 174:3 176:10,12

night 183:8

nine 132:6

nine-story 154:21 156:12

ninth 6:8 93:11

no 5:17 8:4,18 11:8, 21 12:13 15:20 16:7,22 18:8 19:20, 21,23 20:19 21:12, 14,24 28:9,18 33:5 41:14,19 43:15 45:2,5,13 46:3 47:17 49:15 50:21, 23 52:9 53:6 55:2 56:9,11,15 58:4,12, 15,16,19,20 59:2,3 60:20 67:19 68:10 72:21 73:20,23 74:1,2,9,10,15 75:14,20,22 79:19 87:16,21 90:16 95:5,16 96:19,20, 24 101:10 102:6, 16,17,19 104:21,23 105:4,12 106:4,6 108:12 109:1,4,5, 23 113:6 118:22,24 124:17 125:24 127:25 128:21,25 129:3 136:13 138:14,17 139:4 141:2,7,10,13 144:4,7,10 145:9, 12,21 149:6,8 150:11,16,19,25 152:5 156:23 157:13 158:5,24 159:2,12,13 160:12,19 162:17 163:3 173:7 174:5 180:22 181:16 182:11 183:6 185:22 186:3 190:24 192:21 194:6,9,13,19 196:4 197:22 198:14 199:13 201:18 203:24 204:12,23 205:15, 18 206:10,22,24 207:1,3,5,7,9,11, 13,15,17,22,24 208:1,7,9 210:18, 25 211:2,10 213:10 214:10,17 217:4 218:12 219:10,20 220:19 221:13,18, 22 222:14,16,17 223:6 224:22 225:10 226:4,6

Nobody 41:16

nobody's 66:21

none 19:21 42:14, 18 60:2 184:16

normal 56:16,17 93:14 96:4 155:2, 16

normally 56:20 178:1

north 7:9 17:17 25:6 92:1 102:22, 23 103:10,20 104:4,19 105:14 206:25 212:17,18

not 6:13 7:24 8:21 9:1,10,16 10:2 11:2 12:12,18 15:22 16:22 17:19 18:15 19:5,12 21:12,13, 14,20,24 22:1 25:2 28:9,18 31:13

40:18 41:10 42:2,4 43:15 44:2 48:5 50:11 51:11 52:25 53:13 55:24 59:7, 15 61:7 65:14 66:9, 22 68:13,18 69:4 72:3,16,21 73:15, 20 75:10,14 77:9 78:13,14 85:15,22 86:2,17 90:17 92:4 97:4 99:1 101:10 102:6,7 103:7 106:9 107:11,13,19 108:14,23 110:10 114:10,20 115:16, 24,25 116:8,14 117:5,11,12,16 118:8 120:9,22 122:14 125:7,19 126:19 127:6,13,15 128:6,10,11 129:3, 6,12,13,14,23 130:6,7 135:11 136:18 140:18 141:7,10 143:11 144:4,10 145:1 146:18,21 149:25 150:2,3,11,19 151:14 156:10 159:7,10,12 163:25 166:7,10,17 169:7 170:8 171:10,11, 12,20 172:3,13 174:5,22,23 176:1 177:17,23 178:14 179:19 180:22 181:3,13,16,22 182:8,11 183:6,9, 17,18,19 184:7,9 187:11,16,24 188:24 189:6,8,9, 11,17,20,24 190:6 192:21 193:13 194:3,9 196:5,18, 24 198:9,14,23 199:3,7,9,11 201:15,16,21 203:1,7,11 205:17, 20 206:3,4 207:15, 19,22 208:3,15,17 209:7,15 210:3,9, 12,19,20,25 211:1, 13 212:4,6,12 213:13,14 214:8, 10,16,20 215:8,10, 15,21 216:2,24 217:3,4 218:6,8,9, 11,23 219:8,24 220:5,8,13 221:9, 10,11,18,20,23,25 222:3,23 223:3,6 224:4,10 225:2,10, 23,25 227:8

notarization 175:11

notary 175:8,9,25

note 88:2,5,6,17,18 89:12,18

notes 13:1,5,8 160:10

nothing 9:7 20:22 58:12 73:23 111:2 124:15 191:7,10

notice 34:15 74:18 75:2,5 95:6,11 114:19,23 115:24 173:6 196:5

notices 75:5,10 115:21,25

November 198:22

now 6:3 7:20 9:6 20:24 29:22 34:19 38:18 47:23 50:7 51:9,10 59:16 64:18 80:25 107:10 108:4,6 122:18 128:17 130:18 149:5 152:21 156:6,11 161:5 175:2 176:12 191:3 192:8,10 210:24 211:14 212:6

nuclear 149:16

nullify 178:9

number 6:9 23:18 48:6 109:15,17 129:22 159:11

numbers 75:18 215:24

nutshell 150:3

O

o'clock 99:13

oath 175:11,22,25 176:6 224:20

Object 77:23 118:10 148:18 151:24 158:13 171:24 219:16 223:5

Objection 220:18

obliga- 208:18

obligated 9:4 190:12

obligation 99:6 189:4 212:9 216:24

obligations 77:21 208:25 216:18

obstacle 142:17

obtained 48:22

obvious 81:2

occasions 115:20

occupancy 135:4,5 136:4 178:23 179:2

occur 82:2 141:16

occurred 140:1 153:10 160:15,18

occurring 81:12

occurs 56:17

October 171:20 198:22

odd 214:18,22

of 6:5,6,8,9 8:16,17 9:4,20,22,24 10:18 11:5,7,8,12,13,16, 17,18 12:19,20,23, 24 13:1,3,21 14:8, 12,18,20,21 15:8,9, 13,23,24,25 16:1,3, 6,7,12,21,22 17:12, 20 18:10,16,22 19:22 20:5,6,11,15 21:15,16,17,18,21, 22 22:23 23:6,8,12, 13,22 24:1,2,12,15, 16,19,20 25:1,12, 15 26:4,17,18,21 27:8,11,13,15,16, 23 28:2,4,7,20 29:1,12,18,22,23, 25 30:5,8,19 31:2, 3,4 32:6,7 33:8,12, 23 34:5,6,9,12 35:11,13,14,15,24 36:1,6,8,12,14,18, 21 37:8,24 38:1,2, 3,6,20 39:3,19 40:7 41:7,24 42:3,9,13, 16,20,22,23 43:1,9, 15,16,20 44:12,23, 25 45:1,15,19 46:1, 6,10,21 47:7,9,10, 11,23 48:2,7,8 49:13,17 50:14,18, 20 51:19,23 52:6,

15,19,23,24 53:3,4, 10,15 54:6,12 55:8, 9,11,12,14,15,18, 19,20,22 56:5,6,14, 16 57:3,10,13,15 58:3 59:4,5,12,17, 18,25 60:2,6,7,10, 19 61:22 62:9,10, 15,20,21,22 63:3,9, 25 64:18,23,25 65:10,15,17,22,23 66:1,2,5,6,14,15,22 67:2,14,15,20,23 68:7,11,19 69:6,10, 20,21 70:2,5,6,16, 21,25 71:3,7,11,15, 17 72:13,19,23 73:8,9,16,18 74:12, 18 75:11,15 76:15, 24 77:6,21 78:11, 22 79:8,15,24,25 80:2,11,24 81:4,14, 17,18,19,22 82:6,7, 21 83:18,23 84:6, 12,24 85:9,18 86:24 87:1,7,8,25 88:7,13,15 89:7 90:6 91:15,16,20, 22 92:21,24 93:2,5, 14,18 94:4,14,15, 17,23,24 95:8,9,22 96:5,8,12,15,16 97:12,14 98:14,17, 19 99:9,10,25 100:5,7,9,10,19 101:3,4,5,6 102:6,8 103:3,11,23,25 104:13,17,25 105:2,8,16,19,20 106:2,20 107:4,14, 20 108:3,18,22 109:6,10,12,19,25 110:22 111:4,5,7, 11,19,20 112:5,6,8, 15,17,21 113:3,6, 11,21,25 114:2,5,8, 13,20,23 115:6,13, 23 116:1,11 117:11 118:4,6,14,18,19 119:20 120:8,18,24 121:5,24 122:23,24 124:7,11,22 125:2, 10 126:2,4,9,12,15, 21,22,23 127:21 129:13,19,23,24,25 130:3,6,25 131:3,7 132:10,12,15,16, 19,23 133:2,24 134:2,15,21,25 135:1,4,14,19 136:4,7,23 137:2,6, 20 138:7,21 139:21,25 140:1,2, 13,19,20,23 141:18 142:4,7,11,16 143:8 144:2,10,14, 18,25 145:11,13,22 146:7,12,22 147:7, 22,25 149:2,16,17, 18,21 150:4,6,24 151:5,17 152:1 153:8,10,11,12,13, 14,23,24,25 154:20,21,24 155:3,5,6,14,15 156:4,8,9,11,14 157:2,13,19 158:18 159:5 160:7,10 161:3,4,7,8,9,17,22 162:7,8,9,14 163:7 164:8,10,12,16,17 166:8 167:24,25 168:3,5,10,13,17, 19,21,23 169:15 170:12,19,20,24 171:2,3,7,15,20,25 172:10,14 173:1,6, 10,16 174:5,10,18, 24 175:8,15,19 176:5,20 178:19,22 179:2,5,11,23,25 180:3,5,20,23 181:8 182:12,23 183:9 184:7,16 185:1 186:5,7,13, 17 187:11,18,21 188:3,9 189:13,15, 21 190:5,7 191:13, 20 192:17,23 193:2,4,5,6,12,20 194:1,4,7,8,9,10,16 195:14,19,21,24 196:1,5,6,13,17,22, 23 197:1,12 198:7, 8,11,16,22 199:9 200:16 201:2,6,14 202:4 203:10,15,20 204:18,21,24 205:1,4,10,12,16 206:2,4 207:15,22 208:15,17,20,24 209:22 210:1,16,22 211:13 212:4,5,13 213:6 214:7 215:2, 3,13,14,21 216:14 217:15,22 218:3,4, 13 219:12,14 220:5,8,10,11,13 221:1,3,5,17,18,20 222:20 223:8 224:2,4,10 225:20 226:3,16 227:8,9

off 8:3 40:20,22 47:6,7 64:12 71:12 79:19 99:12 105:19 106:24 167:14 175:5 212:9,13 226:14 228:3

off-site 36:16

offer 204:10

offered 63:3

office 12:4,6,8 33:12 35:16 36:10, 15,16,20,22,24,25 41:13 45:4 73:5 87:23 88:10,11,13, 15,17 89:3,24,25 90:3,22 112:14 132:25 139:9,10, 11,22 141:17 144:6 160:19 161:25 162:2 168:16 169:11

officer 20:9,23 28:21

offices 23:21 158:19

official 169:24

officially 34:9,10

officials 135:9

often 19:24

Oh 11:10 23:14 25:24 26:22 58:16 74:6 106:10 108:14 133:17 138:25 144:13 191:24 201:5

okay 8:18,20,22,24 9:2,8,10,12,13,17, 21,23 10:2,6,8,14, 19,22,23 11:4,6,10, 19,23 12:1,7,11,19 13:24 14:25 15:4, 10,18,21,23 16:5, 14,20,23 17:1,18, 23 18:3 19:6,13,21, 24 20:3,20,25 21:6, 8,13,21 22:5,8,15 24:4,7 25:17,22 26:6,8 28:11,15,19, 24 29:2,7,11,18,21 30:10,21 32:21 33:19 34:12 35:8, 20 36:5 38:5,11

39:7 40:4,10,23 41:5,20,24 42:1,5, 12 44:3,7,11,15,19, 24 45:8,14,21 46:4, 6,9,14,21 48:18,25 49:4,18,25 50:10, 14,25 51:5,18 52:4, 11 53:2 54:11,18 55:3 56:10,16,23 57:5,7 58:14,17 59:1,7,14,21 60:11, 17 61:7,8,25 63:1,5 64:2,8 65:10 66:8, 17,25 67:7,21 68:12,16,23 69:10 70:12 71:22 72:4, 12,22 73:1,25 74:3, 16 75:10 76:1 77:14,19 79:8,12, 14 80:8,10,15 81:9 82:11,18 83:17,22 84:7,16 85:4,12 86:3,13,22 88:9,16, 19 89:1 90:2,5,15, 19 91:1,10 92:9 93:1,3,20 94:15 95:2,18,22 96:1 97:3,9,21 98:10,12 99:2,24 101:8,14, 20,22,24 102:4,10, 17,20 103:9,18 104:19,22 105:6 106:10,13,15 107:9,17,25 108:3, 9,24 109:2,5,10,19, 24 110:5,9,11,25 111:10 113:20 116:3,13 118:7,18, 20,23 119:20,24 120:5,9,11,15 121:8 122:11,23 123:3,23 124:2,5, 12,16,21 125:7,15 126:8 127:9,16 129:7,17 130:10, 14,16,17 131:5,11 132:2,14 133:10,19 135:3,17,19,24 136:3,9 137:4,17 138:10,18,23 139:5,15,17 140:4, 9 141:14,18,23,25 142:8 143:4 144:16 146:24 147:2 148:2,22 149:9,24 150:18,20 151:9,17 152:11,20,24 153:2,7 155:12 156:19 157:3,5,7, 16 158:2,7,16,25 159:3,10,20 160:6, 13 161:11 162:1,3, 21 163:4 164:6,17, 25 165:16 166:9,12 167:1,9,17 168:6 170:4,14 171:17 172:5,6 173:1,9,20, 22 174:12,21 175:2,7,10,15 176:1,17 177:9,13 178:13,17,24 179:1,11 180:16 181:20 182:15,25 183:9,15,25 184:2, 11,20 185:16,21, 23,25 186:7 189:3, 16 190:4,7,11,20, 22 191:6 192:10,13 193:8,11,14 195:1, 10 196:2,5,13,16 197:8,16 198:18,20 199:6,10 200:1,11, 16,24 201:19 203:5 204:13,20,24 205:12,22 206:7 207:21 209:4,11, 15,25 210:8,15,23 211:8,10,14,19,24 212:2,12,17,22 213:1,8,11,19,25 214:6,11 215:9,16, 19 216:4,10,21,23 217:19 218:1,3 219:2,11,23 220:2 221:8,16,19,23,25 222:4,21,25 223:7, 14,24 224:5,15,24 225:5,11,16,24 226:5,13 228:2

old 7:9 16:24 102:22,23 103:10, 20 104:4,19 105:8, 14 107:2 206:25 212:17,18

omissions 87:3,13, 15,19 88:23 90:9, 14,18

on 6:3,4 8:2 10:1 11:10,13,16 13:19 14:21 18:16 19:25 20:21 21:11,17 22:3,24 23:2 26:13, 14 27:3,17,21 28:3 29:5,19 30:1,10,23 31:3,10 32:1 33:11, 17 34:1,11 35:5,10 36:13,19 37:10,18 38:3,4,6,13 39:9, 19,20,24,25 40:5, 11,17,23 41:3,6 42:21 43:20,22,23, 24 44:9,20,22 45:1, 15,19,22 46:1,7,23 47:2,24 48:2,5,7,8, 12 50:19,23 51:8 52:9,10,24 53:16 54:2,20 55:1,6,16, 19 56:5,13,17,20, 22 57:6,8,19 58:15, 18 59:2,8 60:8 61:5,8,15 63:21 64:15,23 65:11,16 70:3,20 72:10 73:16,21,22 74:1,5, 11,12,17 75:2,12, 17,21 76:6,14,19, 24 77:4,5,12 78:14, 25 79:2,21 80:20, 21 81:6,18,21 82:4, 13,17,19 84:13,23, 25 85:7,11,24 86:23 87:2,10 88:1, 4,6,17,18,21,25 89:12,18,19 90:6, 18 91:1 93:15 94:1, 9 95:3,6,10,19,24 97:10,23 98:7,10 100:21,22 101:1,24 102:15,18,21 103:12,21 104:11, 14,15,20,24,25 105:11,21 106:17 107:4,10,13,18 108:18 109:6,11,21 110:1 111:6,13,15, 16,18,21,23 112:12,14,20,21 113:17,18 114:7,19 115:11,20,24 117:10 118:8,21 119:10,20 123:4,5 124:2,10,16,18 125:22 126:9 127:6,17,19 128:8 129:22 130:3 131:2 132:9,24 133:6,22 134:1,3,11,14 135:23 136:16 140:2,4 142:5,22 143:9,17,20 144:11 145:8 146:10 147:6,19,23 148:3, 12 149:20 150:3,4 151:2,6,21,22 154:10,16,24 156:6,13,15 157:10 158:22 161:3,4 165:10 166:10 167:18,20,21

168:8,12,15 169:4, 22 170:8,19,20,23, 25 171:10,12,13,23 172:3,7 176:4,8,12, 13,20 179:24 180:1,5 182:12 183:2,16 184:13 185:14,18,25 186:18,22 187:12, 14 188:9 189:11 191:2 192:9 193:24 194:2,17 195:11, 19,22 196:3,6,7 197:1,20 198:8,10, 11,12,14,16,21 199:12,24 200:2,5, 8 201:3,13,16,22 202:3,12,14,16,17, 18,19,21 203:1,16, 20 205:4 206:21 208:20 215:2 216:14,22 217:1, 15,23 218:2,10,22 219:19 220:14,16 221:12,14 222:11 224:25

on-site 36:15,20 37:12,17 69:22 70:6 73:2,4 92:5 103:4 162:12

once 9:5 11:24 13:6 40:24 42:1 52:17 78:24 111:10 112:24 115:8 143:18 147:13 148:1 154:15 156:6,15 157:6,11 159:18 160:19 168:11 169:1 173:3,22 174:20 175:2,5 176:20 177:5 181:6 187:2, 17 188:5 195:15 197:19 202:15,20

one 12:24 14:3 18:22,24,25 19:6,8, 9,11 21:4,23 23:8 25:1 30:24 37:19, 22 44:3 46:10 55:20 56:16 62:11, 16,23 63:3 65:10 68:10 69:22 71:7 76:11,12 81:5 83:9 90:6 91:16,20 92:4, 23 93:2 94:9 95:9 98:21 100:25 102:8 103:4,6 105:20 107:2,4,10,11,13, 16 108:7,8,10,22 112:4,7,12 121:25 122:1,19,21 124:23 125:10,13 126:15 131:15 134:2 136:21 143:10 146:12 152:15 154:9,10 159:25 162:7 170:2 174:22 176:7 185:18 187:11 188:7 192:9 202:19 204:11 210:15,16

one's 74:9

ones 82:8 105:21 145:1

only 9:8 10:4 14:18 38:9 40:5 58:4 65:14 67:17 68:13 90:1,19 108:8,10 112:7,12 115:17 118:19 129:12 191:12 196:24 208:11,20 210:8,13 227:22

open 39:6 104:4,8 135:7 171:5

operations 36:10 53:5

opinion 75:21 79:20 86:21,23 166:4,5,7 182:19 189:25 196:2 198:2 199:6 215:25

opinions 166:3,20

opposed 49:21 89:21,22 163:20 166:4

or 9:15 12:4,14,20 13:2,15,25 14:5 15:5 16:20 18:6 19:14,19 20:8 22:1, 2,11 27:18 28:7,21 29:8 32:23 33:8 34:1 35:6 38:25 39:8,18,21 40:1,5 41:8,14,17 42:2,9, 10,20 43:9,16 44:4, 11,22 45:25 46:1, 11,12 47:6,18 51:16,19 52:5,16, 21 53:3,4 54:6,13 55:4,11,12,13 57:11 59:4 60:21 62:23 63:6 67:2,9, 12 69:1 73:1,9 74:7,17 75:3,10 77:5,6,11,21 78:13, 14 79:5 80:4,21 81:19,20 82:7,8,9, 25 83:7,13 84:5,10, 16,18,22 85:1,5,7, 9,22 86:23 87:4 89:7,13 91:18 94:7, 16 95:9,22 97:1,11 98:7 99:11,19 100:16 101:5 102:12 104:20 105:3,7,25 107:8, 14,18,19,20 109:5, 6,7,11,12,20 110:17 111:3,4 112:12,18,22,23,25 113:10 114:6,10 115:13,21 117:5 120:24 121:25 122:13,14,19,21 123:8,20 124:5 125:19,23 127:15, 22 128:9,10,14,19 129:21,25 130:3,5, 19,22 132:17 133:8,25 134:2,7, 13 135:1,21 136:6, 18,23,24 137:7,13, 20,21 138:5,13,16 139:22 140:21,22 141:3 142:4,17 143:10,11,23 145:3,8 146:2,21, 22 147:14 149:4,10 151:1 152:25 154:4,16 155:3 156:23 159:25 160:10,16,20 161:24 162:2,7,22 163:8,10,17 164:7, 22,23 165:4,15 168:23 169:2,7,17 170:9,24 171:4,13, 14 172:14 173:12 174:2 176:1,20,25 177:9,17,23 178:14,21 179:8,17 180:13,17 181:2,3, 17,22 182:8,9,12, 19 183:16,17,18 184:9 185:1,10,11 186:4,5,22 187:4,7, 13,16,24,25 188:12,20,23 189:17,20 190:1 191:22 192:23 193:6 194:7,12 195:25 196:8 197:17 199:1 200:14 201:7 203:7,10 206:18,19

208:18,20 209:5, 12,15 212:12,14 214:8,20 215:3,4 216:14 219:13,23 221:2,19,25 224:6 226:2

order 42:17 52:18 69:6 76:23 80:12 81:13,19,20 83:7,9, 14 87:2 88:1,20 89:4 90:17 94:17 109:10 117:8 120:15,19,21,24 121:22 122:14 125:19,23 128:12, 16 129:13 138:4,6 142:17 154:4 180:25 181:7,9 185:13 194:12 198:5,13 203:2

ordered 42:10

orders 45:18,22 46:1 58:24 59:4,8 78:11,22 79:5 80:6, 11 82:21 84:5 139:24 144:25 150:15 171:5 172:1 187:21 192:14 202:16,17,21

original 55:17,20 56:7 57:10 81:3 110:17 143:5,18 147:15 163:16 179:21 180:20 181:24,25 183:18 186:20 192:1,3 196:18 202:2,3,18 203:1,14 215:7

originally 16:2 27:4 30:3 155:24

other 10:5 16:20 18:15 19:17,18 21:5 31:8 35:19 40:6 49:20 59:22 62:8 68:3,13 73:3 85:17 89:20 90:2,7 91:13 98:18 99:9 107:17,21 111:22 112:5,18 114:25 121:19,25 122:20 130:23 143:24 146:13 149:22 151:16 155:7 156:2 158:23 159:14 164:4,19 166:2 170:15 171:14 172:15 173:5 187:13,20 190:13, 17 191:4 192:11,12 198:7 199:7,14 201:16,23 203:11 205:23,24 206:2,4 210:18 211:2

others 9:3 21:1

otherwise 9:17 10:12 171:12 172:22

ought 85:8 178:4 210:11

our 9:5 12:25 18:15 20:23 22:20 27:13 33:23,24 34:10,20 36:24 51:24 62:20 71:4,8,25 77:6 80:25 83:23 87:23 88:10,15 89:24,25 90:4,22 105:5 113:25 115:2,12, 13,22 116:2,16,19 126:12 128:22 133:5 136:18 139:9,22 143:1 146:7 150:10 152:12 154:4 160:19 161:25 164:4 169:11 172:2 180:11 186:16 188:5,10 202:17 224:22

ours 116:18

out 9:21 17:20 26:13 27:23 29:1 32:22 33:7,12,23 34:6 35:16 37:8 39:9,12 48:3 53:7 56:1,4 57:14,15 59:17 66:14 70:3 71:2 75:6 77:6 78:1 79:6 81:1,6,7 85:16 87:14 88:13,15 89:11 92:12 104:9 105:22,24 106:20 107:1,3,4 108:17 109:14,19 110:19, 22 111:19,20,21 112:8,22 113:12 114:20 115:11,16 125:4 126:13 127:9 132:23 136:11 140:20 149:2,22 150:11 152:10,19 153:23 154:7 155:3,25 156:5,6 157:13 158:18 160:17 161:9 164:12,17 172:3,19 177:4 181:2 183:1, 2,24 187:24 188:10 202:25 218:6,10 221:14

out-of-town 166:3

outs 39:22

outside 14:9 105:16 164:5

outstanding 39:12 81:20 172:12 180:3,15

over 23:16 26:4,18 27:8,19 35:16 37:18,19 38:23 40:19,24 56:1 58:5, 6 60:22 63:14 79:9, 15,22 80:17 82:21 85:16 92:3 99:20 101:2 111:24 112:10 128:18 132:5,8,13 133:1,3 141:17 152:2 156:17 161:20 168:9,11 170:16 174:3,19 180:19 183:4 191:23 195:25 212:3 225:20

overall 65:21 67:8 68:20 84:1 162:21, 23

override 174:15

oversaw 39:19

oversee 33:14 34:1 39:21,23

overseeing 29:4,13 36:8,9

owe 119:24 170:15, 17 171:1 172:9 212:19

owed 170:12 186:2 199:12 211:15 212:19 213:2,5,7, 23 214:15,21 223:10,15 225:6,12

owes 78:2 210:4, 11,24 211:12 213:22 214:8 217:2

owing 122:5,11

own 11:10 31:18 63:10 142:11,12,14

157:21,22 222:24

own- 184:8

owner 8:16 48:10 56:18 75:18 76:22 77:4 79:20 80:3,16, 17 84:17 85:8 86:9 87:7 89:9,13 97:11 107:8,14 108:2 110:23 111:4 114:24 116:20,22 119:2,6,11,25 121:10,23 122:16, 18 125:22,25 126:5 128:11,13,17 129:12,14,15 130:7 137:19,22 138:3,8 140:21 141:20 142:1 146:3 171:1, 14,18 172:7,23 173:3,6 179:17 180:18 182:9,14, 21,22,24 183:2,11, 22 184:5,15 185:18 186:1 188:13 189:4,18 190:1 191:25 197:17,25 198:2,5 199:2,4 201:10,16 208:4 212:14 216:14 217:1,10,20,24 218:6,10,13 219:14 220:15 221:15

owner's 86:8 119:21,25 128:7 181:4 218:5

P

p.m. 167:15,16,18 228:4,5

pad 125:5,9 126:16, 19

page 5:3 49:16 129:19

paid 28:13 117:10, 12 118:19 119:16 121:13,15,18,20,24 122:9,11,15,18 126:5 128:11 149:12 166:3 175:17 184:22 190:1 194:17 198:5,25 199:4,8 200:4,7 201:15,16 205:17,20 206:3 209:25 210:15,19, 20,25 211:11,25 212:24 213:9 214:3 215:19 217:7,12,20 223:11,16 225:2,7, 14

paid-when-paid 209:16,18,21

painter 70:7

Palmetto 207:8 225:5

panel 55:7

panels 55:12 56:2

panhandle 27:19

paper 13:7 87:1,9 112:21 172:14

paragraph 129:22

parameters 82:25 83:1 106:19

Pardon 133:16 220:25

parents 34:20

Park 33:14,16,17 34:5 37:25 38:3 40:21 41:4 43:22 44:8,10 111:16,17, 18 132:5 133:3

parking 53:8,24 71:17

parks 28:1

part 15:13 28:4 39:6 49:17 51:22 52:15,19 56:13 67:2,15,20 69:10 70:21 71:6,15 80:1, 22 83:18 85:9 91:2 97:12 103:11,12 104:12,17 119:20 122:24 123:2 126:2,4,9,21 131:7 137:20 143:8,25 146:7 153:25 156:25 168:10 170:13 171:7 174:9 180:20 182:12 186:15 195:14 197:21 216:14 220:21 221:17,20

particular 36:17 38:8,9 55:4 68:25 69:1,2 96:16 103:21 107:1 176:4 184:13 185:18 188:22 209:2 226:3

parties 77:22

partner 7:10

parts 55:19 68:21 148:9 150:6 164:10

party 142:6

pass 218:9,22 219:22 220:14 221:10,12 222:11

passed 18:12 125:22 216:13 219:19

path 75:20,24 76:3, 9,19,24 77:2,9 78:14,17,19,20 79:4,7,16 82:8,9, 13,15,17 94:10 95:4,19 102:11,12, 15,18 104:20,21 105:10 142:18 145:3,7,15 147:23 148:1,3,4,10 151:4, 6,19,22 152:12 157:9 158:12 188:14,16,22 189:18,25 193:12 203:23 205:13 225:10

paths 76:11

patience 206:8

pay 30:14 39:22 45:8,12 78:5 81:22 85:8 121:6 122:9 125:12 167:20 168:11,20,24 169:21 171:11,19, 23 172:3 173:8 174:1,8 175:4,18, 19 176:3,21 177:10,15 178:14 182:6,22,24 184:15 185:3,5,10,14 194:12 198:20,23, 24 199:11 209:7 210:9,11 211:1,17 212:4,6,15 213:13, 14 216:15 218:23 220:15

paying 86:6,12 122:5 140:25 172:7 180:12 199:3 206:5

payment 170:24,25 171:1,15 172:7,24 177:19,24 178:3,7 180:13 187:4 199:2 208:25 215:11

216:14 217:24

pays 119:11 173:3 209:8

PE 39:18 133:8,9, 10

peer 73:9

pencil 169:2 177:2, 3

pending 152:14 171:5,12

penny 109:25

people 11:21 49:6 55:11 59:22 90:2 93:17 123:5 130:23 132:15 191:4 208:16

percent 25:5 58:1, 3,4 64:25 119:11 169:15 215:21

percentage 118:5, 14 167:24 168:21 169:20 170:20

perfect 108:6,13 165:11

perform 205:10

performed 192:19, 22 200:5,8 201:15

performing 63:22

perimeter 71:9 104:1

period 29:18 40:6,7 61:22 96:5 144:18 145:6,13 157:19

periods 94:4

permit 35:16

permitting 35:13, 14

person 14:24 15:12 21:9,10 85:17 86:12,14 90:19 142:24 159:10 175:14

personal 136:18 222:24

personally 139:16 152:17 161:1 163:3 221:20

perspective 73:25

phase 16:2 35:15 76:15 89:7 196:20

phases 55:18 104:24 136:1 218:13

phone 13:16,17 135:23 169:12

phonetic 164:23

photocopy 88:7

photograph 14:1

photographer 13:25

photographs 12:14 13:14,15,16,18 14:8,15 16:20

photography 14:19

physical 63:8

pick 48:7 63:2 94:9 99:12,16 100:22 123:7,9 136:10 171:19

picked 44:4 107:5 197:23

picks 100:18

picture 35:10

piece 86:25 87:8 112:21

pieces 104:13

pile 71:14,15 154:23

piles 14:5 71:15 112:6

pin 65:15

pinal 177:18

pinned 69:19

pinning 71:2

pipe 154:8

pipes 112:25 115:4 155:23,24

piping 114:3 154:3, 5

pit 94:24

place 34:21 42:8 64:2 77:20 78:15 81:10 127:19 128:8 153:11 156:17 158:6 173:7 176:4 181:5,8

places 7:4 25:7 191:16,23 192:14 193:8 207:21 225:17

plain 105:8

plan 20:11 43:2 95:15 98:13 185:5

planned 101:9,10

plans 43:16 47:15, 20 51:12 55:21 78:9 106:17,25 185:9

plants 149:16

play 42:12,15,19 60:13 84:19

played 32:11

players 48:14 60:12,14 62:24

Pleas 6:8

Pleasant 7:4 191:16,23 192:14 193:8 207:21 225:17

please 6:14,17 31:20,21 43:11 176:7 196:17 227:5,22

plumber 61:5,8 72:7 118:19

plumbing 71:18,24, 25 91:12 112:16 118:17 154:11

Plumbing-wise 72:6

plus 56:24 58:1,3 59:1 61:5 117:5

PMS 12:25

pocketbook 86:8 128:7

point 24:19 25:4 32:2 35:11 51:3,11 72:21 83:23 113:11 126:6,10,12,25 137:18 142:7,17 147:17 148:4 156:21 159:12 172:6 177:5 179:22 181:8,11 192:13 195:21 197:3 202:20 209:4 214:16 224:23

pointed 127:9

points 125:3,5,9 127:2
policy 209:22 210:1
popping 124:9
pops 125:13
portion 29:15 194:4 212:4
position 26:9 27:5, 7 28:8 45:19 187:6 217:15
positioned 27:13
possible 75:5 153:12
possibly 159:19,24 172:23
post 46:18 93:9 195:15,19
post-bid 67:13
potential 41:11 77:7
pour 68:6 94:25 100:6,19 104:2 125:6
poured 173:15
pours 115:23
power 71:20
practice 188:3
Precision 207:6 223:14,21,22
precon 42:7,13 47:25 50:24 51:2,8, 15,19,23,24 52:6,7 67:12,24 142:22 143:8 192:2,11 195:15
preconstruction 42:2 50:18 142:23
preliminary 52:5
Premier 207:25
prep 68:6 94:21
preparation 11:1 42:20
prepare 10:15
prepared 89:4
presence 11:7 21:17 175:8
present 4:16 84:4 128:13,16 179:25 187:3,22,23
presented 48:9 49:17 88:21 168:24 186:17 187:22 215:3 217:10
president 18:23 44:17 160:4,5
pressure 86:1,3,7, 21 88:25
presume 29:7 212:5
pretty 18:20 56:21 66:7 70:19 77:8 80:22 94:22 114:7 147:25 161:21 164:3 217:7
previous 175:18,19
previously 162:15 205:24
price 62:5 65:15 72:23 92:23 117:7, 9,10,18 120:12,17, 18,22 128:2
priced 149:19
prices 181:10 200:24
pricing 62:10 75:16 78:23 81:21 181:9 201:6,9,11
primarily 37:24
primary 16:11 34:23 98:16
prints 43:1
prior 22:11,13 23:1 40:10 42:20 50:19, 21 59:15 115:14 157:20
Prix 166:15
probably 8:17 9:2 10:4 11:24 12:24 15:8 18:11 20:4,5 23:14 25:1,6,18 26:7 27:2 29:14,16 30:16 36:18 39:1 41:2 55:16 67:23 72:17 86:17,21 87:7 88:24 90:1 92:3 94:13 109:21 113:18 114:17 124:20 125:25 129:16 132:6 134:4 135:1,16 136:12 138:21,25 139:16 140:7,17 142:24 150:1 153:22 161:17 168:9 169:4 172:21 176:9 183:21 184:10 190:6 195:18 199:5 210:13 213:17 215:1 222:22
problem 25:9 55:5 76:11 108:7,24 152:13 190:24 206:10 222:24
problems 54:20,22 55:10,15,20 72:20 73:19,21 74:5,10, 11 104:20 105:13, 15 111:6 194:7
procedural 174:2
procedure 82:19 167:20 180:16 181:5,7
proceed 80:14 179:24 180:25 181:1,12,15,19 182:16 183:15,23, 24 186:8
proceeded 188:5
proceeding 180:1
proceedings 228:3
process 35:13 48:1,23 49:18 50:24 51:2,8 66:3 69:11,18 70:14 71:16 82:22 83:5,6, 18,20 84:2,12 95:6 100:11 113:16 114:8 115:19 116:17 124:13 174:1,2,6,7,19,21 179:14 181:13 194:12 195:12,13
processes 35:17
procure 78:25 115:15
Procurement 147:3
produce 15:5 121:17 151:19 188:21
produced 12:16 15:6
product 28:12

38:21 59:22 153:2, 5 159:4 165:2

productivity 215:13

products 28:13

professional 13:25 14:19 19:18 61:25 133:11 220:22

profit 118:21 128:4, 7 220:16

progress 24:10 101:6

progressed 54:14

prohibits 222:2

project 26:10 27:4, 7,22 28:21,23,25 30:12,13,23 31:1 33:10 36:4,6,8,11, 12 37:6,17 38:7 39:17,18,23 40:11, 12 41:21 43:6,12, 20 44:4,10,17,20 46:10,23 47:20 49:2 58:9 60:22 61:6 69:2 72:10,14 91:21 92:2 94:5 95:2 97:11,12 103:7 110:12 111:25 113:21 116:5 126:22 128:19 133:11,12 143:16 146:21 157:12 158:23 165:25 166:6 167:21 190:8 191:20 193:12 194:2 195:11,22 197:3 198:8,16 199:12,24 200:5,9, 18 201:3,16,19 203:11 204:18 205:4 208:20 213:11 214:19 215:21 219:15 224:19,25

project's 203:22

projected 118:5

projects 29:19

promoted 168:12

pronounces 165:1

proper 9:11 219:6 221:23

properly 97:19 110:14 128:20 146:14

property 23:17

proposal 48:19,23 49:7,18

proposals 47:14

proposed 185:13

prosecute 137:13

prosecuting 137:14

protection 71:10

prove 121:20 188:15

provide 98:22 113:22 114:12 116:15 139:19 151:21 157:21 159:9 163:2 189:24

provided 29:8,10 43:5,8 50:17 52:4 58:23 62:7 68:24 98:5 101:16,18,25 116:6

providing 82:12 146:19 160:25 197:21

provision 119:1 129:25

provisions 59:4 129:25 209:12

PT 93:13

public 209:22 210:1

pull 49:15 50:2

pulling 146:22 159:8

pumped 154:7

punch 92:21 179:14 204:17,21 205:1

purchase 46:1

purchased 30:9

purpose 9:20 15:24 16:12

purposes 147:22

push 74:12 75:17 202:12,13,14,24

pushed 74:7 145:24

pushing 150:12

put 13:1,2 24:21 36:20 57:15 80:4,6 81:9 82:3,9 83:12 88:16,18 89:12 90:6,17 95:5,10,14 96:8 103:24,25 104:2 105:18 108:17,18 113:14 114:4,19 115:1,3, 24 116:16,18,20 118:18 119:9 125:2,5 126:11 127:1,2 142:15 143:4,6,10 150:24 159:3 165:21 178:2 181:5,7 183:3,13 188:4 213:9 216:25 217:1,22 222:13

putting 21:8 71:14 75:2 94:20,21 100:14 150:2 168:14 170:6 183:6 215:12

Q

qualified 143:2 158:10

Quantum 7:14 204:15,21,25 205:3,13,16,20 206:5 208:8 227:16

quarters 155:8

question 9:14 10:10 37:5,15 38:5 43:4,7 63:7,13,16 84:23 97:16 118:7 142:19 203:4,7 204:4

questions 8:19 9:16 20:15 53:2 85:1 139:23 161:3 163:5,7,16,17 169:18 191:4,13 193:20 199:15 203:25 204:5 206:13,18

quickly 71:23 223:8

quite 47:3 48:20 104:25 192:17

R

race 8:21

AdvancedONE LEGAL (866) 715-7770 advancedONE.com

Rachel 5:5 7:3 191:12 227:23

radio 100:22

ran 48:13 55:23 108:6 155:23 165:25 202:11 211:24 215:4

random 171:19

range 30:19

Rankin 18:24 19:1, 2 20:20

Rannik 5:6 7:1 193:17,19 194:20 227:10

RAP 172:3

rate 30:15 201:7

rates 25:4

rationale 124:5

RCOS 81:20

RCS 26:2,6,9,11

RE-EXAMINATION 206:16

read 13:10 164:22 165:3,6,7 225:19, 22

ready 6:15 10:5

real 19:21 71:22 111:5

realize 54:13,17

realized 43:5 153:20

really 32:8 36:20 41:10 50:11 51:6 69:4 70:23 71:7 74:20 77:19 112:9 124:14 127:24 131:12 136:13 154:16 157:18 168:4 222:7,9

reason 22:13,16 59:3 90:1 124:6 131:8 138:11 149:24 150:2 151:18 166:18 194:16 199:3,7 201:14 206:4 210:18 211:11 212:4,6 213:8,14 225:1,2

reasonable 79:14, 20 81:7 216:1 226:2

reasons 23:8 187:11 205:16

rebar 100:18 101:2

rebuttal 84:22 141:21

recall 21:3,7,8,25 22:4 24:5 25:4 30:15,16 35:21 39:10 41:20 43:18 46:22 49:9,23 51:4, 21,25 53:2 57:8,14 70:13,20,22 72:4 73:5,11,12,20 74:6, 9,20 75:6 82:17,20, 23 83:1 89:6,7 92:6 93:20,23 95:6,24 98:3,9 103:1,7 109:14 113:23 114:14 116:19 122:21 124:24 125:18,20 127:14, 17,23 130:1,24 131:17 132:3,5,10, 18 133:21 134:2,24 137:16,24 139:1 140:6,8 154:1,9,25 159:17,21,23 160:9,13,16,18,20, 25 161:18 163:11 164:9,10 165:22 177:1,12 178:16 179:10,16 180:2,10 182:11,13 184:1 185:24 188:17 191:22 192:4,8,16 193:1 195:16,21 196:12 197:2 198:6 200:11 201:5 207:20 208:4,11,12 211:9 212:11 213:18 215:11

receive 45:11 116:21 165:9

received 57:24 116:23 199:2

receiving 46:22

recent 147:18

recess 64:14 167:16

recollect 45:22 46:25 47:1

recollection 16:7 41:23 51:19 55:16 80:9,15 83:2 84:11 85:17 97:18 116:13 130:25 131:3,9 136:8 163:1 165:18 184:18 204:24 209:24

reconstructionist-type 137:6

record 6:3 8:3 64:13,16 93:3 160:14 167:15,18 226:14 228:4

records 12:11,19, 20,22 74:4 92:12 157:9,23 160:10

recovered 97:16

recreate 137:7

recreates 137:7

recruited 33:1

refer 93:17

referred 225:21

referring 49:12

reflects 74:4

refresh 11:16

refreshed 11:12

refrigeration 26:3

refute 216:19

regained 95:20,23

regard 21:18 82:12 98:13 105:13

regarding 84:17 166:20 198:5

regardless 75:11 128:3 182:25

region 27:21 28:20, 21

reimburse 122:19

rejected 80:22

relate 166:19 172:14

related 99:25 112:14 117:16 177:15 184:16 188:13 198:1

relates 21:17 75:11 172:12 210:4

relationship 208:19

relayed 154:17
release 55:9 71:11 198:10
released 197:20 223:25
relied 84:13
relieve 113:12
relocate 31:21,23 33:25 34:7
relocated 156:1
reluctant 188:1
rely 172:7
remainder 42:9
remained 120:12
remains 120:13
remember 6:15 14:3 25:10 36:17 42:10 43:15 87:1 90:21 93:22 112:1, 2 114:22 125:1,9 130:18,20 132:1,24 133:15,17,18,23 136:17,21 137:24 139:8 141:3 153:22 158:20 160:3,4,17, 19 161:24 162:6,7, 10,13 163:18 165:1,5,17 166:23 169:4 179:7 188:23 192:1,15 193:4 196:10,21,24 197:14 201:8 208:12 213:18 215:2,6
remote 6:11
remove 98:7
removing 98:9
repair 102:2
repeat 63:17 128:15 176:7
rephrase 40:16 122:1
replace 125:12
replaced 132:2,17
replacing 57:17
report 165:13
reporter 6:11,19 7:20,24 204:14
reports 81:15,17
represent 6:18,21, 25 7:2,4,7,8,13,16, 23 8:15 191:16 193:19 195:5 199:19
representation 114:11 170:11
representative 169:9
represented 170:5 210:17
representing 6:12 89:13,14
request 12:16 45:5, 12,15 48:19,23 49:7,18 56:12 83:12 85:7 129:2,5 167:20 170:24 171:11,19,23 175:4,18,19 176:3, 21 177:10,11,18,24 178:6,14 181:7 187:17 188:12,13, 15 198:4 212:15 216:15 226:14
requested 80:21 82:13 201:3
requesting 226:16
requests 45:9 81:21 174:8 177:15
require 85:14 114:15 181:14
required 66:13 82:20 116:14 180:12 187:6 204:25 205:4 209:7 210:6 211:3 218:4
requirement 76:18, 22 113:22,24 116:8 177:23 179:8 188:19,23,25 189:4 190:5
requirements 21:16,22 22:1 65:16 82:12 149:20 177:14 180:7,21 189:6 208:25
requires 122:14
rescheduled 158:11
rescinded 19:14
reserve 188:10
reserved 171:22 172:2 188:5 228:5
reserving 170:17
residential 23:20, 23 25:20,21
resolution 116:25
resolve 84:20 182:2
respected 143:14
respond 84:21
response 48:19 49:7 187:12,19 210:18
responsibilities 146:13 150:4
responsibility 40:23 41:1 105:2 106:2,7 110:22 181:3,4 182:13 184:9 185:19 186:4 216:11
responsible 20:17 21:10 108:3 182:22 184:7 195:10 196:3
rest 59:4 65:17 69:20 132:15,16 215:14 220:8,10,11 223:8
result 52:5 55:11 74:15 95:3 127:21 165:4 203:20 208:20
resulted 97:14 109:7
retain 99:20 145:14
Retired 20:24
review 12:4 42:20, 24 46:22 49:4,8 52:20 54:8 62:2 83:5 144:19,22 169:3,5 176:23 177:1 216:12,19 217:8,21 218:8 219:22 220:13 221:9,11 223:3
reviewed 10:25 214:11
reviewing 42:24
Ricci 132:9

rid 145:10

right 9:18 10:24 11:15 12:12 14:10 15:4,8,9 16:10,20, 23 17:3,13,15,20 18:1,21 19:17 21:23 22:8 24:4,6, 24 25:10,15,22 26:11 27:11 28:19 29:15 30:1 31:14 32:25 33:3 34:3,25 35:4 36:1 37:9,20, 23 38:13,18 39:13, 15,16 40:4,10 43:19 45:8,11 46:9, 15,17 47:7,8 49:22, 25 52:2,13,14 53:9, 11,14,19 57:1 58:7, 24 59:5,11,19,20 60:4,8,15 61:15,23, 24 62:1 63:4,5,21 64:17,24 65:17 66:11,18,19,23 67:5,6 69:7,15 70:1,9 71:1 75:1,4 76:17 77:16,22 78:3,8,12,16 79:24 80:1,3,15,23,25 82:18 83:2 86:9,10, 16 87:10 89:1 90:14,15 91:10 92:20 96:16,19,21, 22 97:17,25 98:6 100:4,21 102:10,17 105:1,6,12 106:17 110:5,14,21,23 111:10,13 112:11 113:2 114:18 115:5,16 116:3 117:1,2,3 118:7,15 119:14,18,22 120:2,4,10,14,21 121:1,6,7,15,16,20, 21 122:6,8,10 123:3,7,18 126:6,7, 14 127:7,8 128:4,5, 13,14 129:9,16 130:12,14 132:14 133:13 134:22 135:5,9,13 136:11, 22 137:12 138:15 140:24 142:8,19, 20,23 143:11,17,21 144:14,20 146:10, 14,16,22,25 147:8, 9,11,19 148:2,11, 13,17 149:10,23 150:5 151:14 153:7,19 154:21 157:16 158:1,16 160:8 161:11,14 163:24 167:9,10 171:6,8,10 172:5 174:15,25 175:8, 22,24 176:8,13,18, 22,24 177:3 178:11 180:9 181:17 186:22 187:21 189:9,10 190:9,14, 15,18,19 191:1,3, 19 193:14,21 194:20 201:25 202:7,14,20 205:3 206:17 208:16 209:19 210:8 211:21,23,25 212:17 214:1,2,4 215:23 216:8 217:10,11,12 218:23 219:23 223:7 224:16 226:24

rights 77:20 81:1 170:18 172:2 186:22 188:5,11 189:8

ring 192:5

ringing 166:18

risk 63:21 65:6

road 8:21 73:5 116:10,11

roaming 37:21

Robert 208:2

Rohrer 91:20,25

role 42:12,15,19 83:20 84:19 132:12 137:9 163:12

roll 43:16

rolled 27:6 168:10

roof 93:11 154:6 156:4 187:19

rooftop 94:7 104:15

room 13:9 36:20 154:1 196:14 197:5

rooms 197:5

rough 12:2 29:11

roughly 17:23 215:20,21,22

rubric 121:5

Rue 130:22

rules 9:5 60:12,14

run 169:14,15 213:12 223:7

running 23:6 33:9 92:5 111:2 114:25 115:4

runoff 71:10

rush 8:18

Ryan 112:1,2 133:6

S

said 33:6 40:20 70:18 84:1 86:9 94:6 97:22 98:4 115:1 120:7 121:13 125:4,7 130:24 131:6 138:21 152:6 154:13 157:2 162:15 177:2 180:18 185:12 186:8 188:8 189:18 205:24 208:17 210:18 218:7

sake 50:14

salary 30:14

sales 196:1

same 22:5 92:15 138:24 142:24 145:14 174:5,18 186:7 223:8

sandbagging 67:19

Sandeen 43:22 44:7,11

Sarah 5:7 7:15,17 195:5 227:21

sat 46:16 192:11

satisfied 153:4

satisfy 55:4

savings 119:5,7

saw 20:22 35:25 36:2 87:6 88:16 89:10 90:25 153:3 183:7

say 12:22 15:7 22:22 23:18 25:25 28:19 29:24 34:2 39:21 44:22 45:18,

23 48:20 49:12 54:1,22 56:15 57:4 58:21,22 59:18 61:3,9,10 63:1 64:4 65:24 66:4 67:18 68:6,19 72:17 74:9, 15 75:14,23 76:20 78:17 79:3 83:21 84:22 85:1 87:12 88:24 93:5,19 94:12 96:14,20 97:2,12,20 99:11, 12,16 100:15 102:11 103:22 106:11 107:23 108:15,22 109:9,18 110:16 111:8 112:15 113:6 119:5 122:1 123:17 125:24 126:12,16 129:19 130:13 131:17 132:12,13 133:10 134:1 136:5 137:5 141:13,15, 19,24 143:22 152:15 153:8 156:22,25 157:15 158:15 159:12 161:17 164:24 166:7 168:8 169:8 171:5 172:21 176:7 181:16,23,24 183:12 184:10,17 185:10 189:2 190:6 199:5 209:3,13 211:3 212:1 216:24 217:25 218:20,21 219:25 223:14,20 224:18,24 225:4,5, 12

saying 22:13,16 37:14 74:7 80:24 88:20 115:21 124:1 126:17 145:19 156:14 175:6 203:6,9 211:9

says 68:4,5 78:16 102:11 166:19 172:24 181:18 183:3 209:6 210:7 221:9 222:8 223:10

schedule 47:7,11 49:13 52:9,10,11, 12,20 53:3 60:6,7 61:20 65:19,21,22 67:8,10 68:1,17,21, 24 69:12 76:6 82:4, 6,17 98:19 99:24, 25 100:3,5 103:14, 17 115:13 118:18 133:25 137:3,11 139:24 140:13,16, 18,19 141:20,22 142:1,15 143:5,10, 15,19,20 144:9,19, 23 145:4,8,15,18 146:5,8,14 147:13, 14,15,16,17,18,23, 24 148:3 150:2,6,9, 16,24 151:2 162:20 163:16 164:8 168:8 170:19,21 188:15, 21 202:3,6

scheduled 164:1

scheduler 142:22, 23 143:2 164:4

schedulers 142:15, 20 157:22 163:13

schedules 52:5,8 65:16 81:25 82:1 142:11,16 146:2,25 147:8,10,22 149:24 151:20

scheduling 52:5 136:23 137:19,23 138:4,6,13,16 146:20 147:14 163:20,22 164:13

school 17:4,5,21 23:1,8,10 24:11 25:2 31:25 107:2 132:23

scope 46:19 47:19 48:2 65:15 66:2,6, 14,15,22 69:20 72:23 75:14 92:24 93:5 95:25 104:10, 17 191:20 198:8,15 208:13

scopes 67:25 195:20

scratch 13:11

second 154:25 176:10 202:17

secondary 98:18

secret 220:2,3,4,5, 7,8,9,11 222:11,14, 17 223:2,6

section 129:21

sediment 71:9

see 8:2 24:11 43:3 48:18 49:8 50:7 51:8 54:24 55:18 56:18 64:7 78:16 88:18 91:11 96:10 102:25 103:2 112:25 113:7,10 119:2 121:14 123:3 150:11 152:23 162:6 165:2 167:11 168:24 176:8 218:10 220:15 226:9

seeing 49:23 87:8 89:7 114:14 141:3 145:23

seek 225:11

seem 158:2

seemed 102:7,8,12

seems 79:23

seen 16:8,16,18 21:5 50:6,9,10 58:4 153:2

segregate 127:20

selected 47:9 48:12,15

selections 48:5 203:16

send 39:12 45:4 77:7 84:8 113:8 114:5 117:21 163:18 169:2 175:6 177:6 217:1

sending 114:23 115:25

senior 36:4,6,11 37:6,16,18 38:7 39:17,18 40:11 41:21 43:6,12 44:4, 16,20 46:10,23 49:2 58:8 60:22 61:6 69:2 111:17, 22 113:21 116:5 165:25 166:6 213:11 214:19 224:19,25

sense 32:7 143:11

sent 39:8 74:7 113:11 115:20 125:19 144:8 163:9 169:24 200:24

separate 12:11 223:25

separately 139:3

September 199:1

sequence 53:4 69:2,6 94:15

sequencing 94:25 100:20

serves 29:24 180:4

service 207:20

services 50:18 113:22 114:12,21 116:21,23 146:20 166:21

set 33:24 56:21 58:2 59:24,25 66:7, 14 82:25 106:18 118:4 130:8,10 143:19 152:14 192:1

settle 33:8

seven 129:21,22

seven-story 33:10 40:8,12

seventh 155:15

several 23:19 27:20 139:21 155:13

shakes 218:10 221:14

share 176:15

shared 116:24 119:6

she 31:25 32:5,9, 11,13,14 83:21,22 84:9 177:7

she's 7:17 34:22

sheet 71:15

shelf 88:10

shell 93:10

shifted 154:2

shoring 100:16 112:6

shorter 108:9

should 9:16 12:22 34:2 39:21 65:24 66:4 125:21 128:10 129:12,13 157:18, 21 169:8 185:15 188:25 189:25 190:4 199:7 200:7 205:17 210:3,12 211:24 216:23 217:19 224:7

shouldn't 125:25 131:17 141:2 178:4 185:14 194:17

show 20:11 77:9 113:8 116:10 126:16 189:19

showed 20:4,10 68:24 188:21

showing 20:8 65:22

shown 126:11

shows 147:25 183:5

shred 172:14

shrinking 115:16

shut 182:1

sic 77:8,11 91:17 142:25 174:18 207:2

side 17:12 23:3,15 27:3,22 108:18 155:3

sidewalk 93:14

sign 45:1,8,12 66:1 170:1 174:8,23 176:20 177:6,10 226:2

signature 169:25 170:5,11 175:10, 13,16 228:5

signed 30:1,2 32:5 42:6 60:21 80:7 118:17 169:24 170:2,5,23 171:18 172:1 173:22,24 175:5,7 176:3

significance 176:4

signifies 175:11

signing 45:18,25 175:14,20

signs 176:21

silt 71:6,8

Simmon 33:14

Simmons 33:14,15, 16,17 34:5 37:25 38:3 40:21 41:4 43:22 44:8,10 111:15,17,18 132:5 133:3

Simonton 140:7 160:2

simply 215:18 218:6,19 219:18 220:14

since 16:16 121:11 127:25 143:16 164:1 165:7 212:3

single 148:25 155:17 172:14 184:14 185:3 215:23

sink 183:4,5,15,17

sir 18:2 22:12 49:15 107:22 161:2 194:21 206:7

sit 48:1,2 62:13 69:3 79:16 150:16 169:10 194:5 211:10

site 29:5 35:25 36:2,13,18 70:19 71:4,6,13 135:21, 25 169:6,7

sitting 51:13 88:8 111:16,18

situation 29:9 51:16 79:5 106:25 137:16 152:17 185:12

situations 184:4

six 27:18 31:17,19, 22 32:4 41:2 109:20 153:14,23

six-month 32:19

sixth 155:15 186:16 187:12,18

size 23:12,23 36:18 37:18,24 38:6 48:6 59:18 73:17 154:4, 23

sized 154:10

sizing 154:8

skeleton 93:9 104:1

skin 56:20 103:6 104:11

slab 93:10 103:24 104:2 105:16

slabs 93:12,13 94:21,25

sleeves 115:3 155:19

sleeving 155:10

slide 112:10

slight 30:4

slipping 98:4

small 25:13 36:21 109:17 156:2

snowballed 156:15

snowballing 152:8 156:7

so 7:17 8:17 9:4,10 10:2,8,10 11:10,14 12:11 14:11 15:4, 10 16:13 17:23 18:14,17 20:25 21:24 22:8,17,19, 22 23:1,7,10,17,19, 21 24:17 25:11 26:19,24 27:6,9,16, 21 28:11,15 30:3,8, 21 31:8,14 32:6,7, 18,25 33:9,11 34:4, 12,18,21 35:4,12 36:19,21,24,25 37:16,21 38:2,5 39:5,7,13,17,19,22 40:4,10,16 41:13 42:1,24,25 43:23 45:14 46:4,17,21 47:10,16,19 48:14 50:16 51:16,24 52:11,25 53:15 54:1 55:7,18,23 56:2,5,22 57:2,8, 12,17,18 58:14,18 59:1,21 60:12,17 61:10,25 62:10,13, 15,18 64:24 65:10, 18 66:1,4,8,20 67:13 68:7,9,11,12, 18,23 69:22 70:2,4, 11,18,20,25 71:4,7, 13,20 73:5,23,25 74:13 75:2,22 76:5, 10,25 78:10,12,17 79:1,14 80:1,15,24 81:2,6,7,23 82:6 83:2 84:25 85:19 86:11 87:6,13,18 88:2,16 90:7,16,17, 19,25 92:10,11 93:8,9,12,19 94:8,9 95:9,14,15,16,18, 22 96:3,8 97:3,18, 20 98:1,16 99:2,13 100:7,13,19,24 101:3 102:9,17 103:24 104:4,9,16 105:17,19 106:16, 23,25 107:7,9 108:9,20 109:5,18, 19 110:20 111:12 112:22 113:16 114:8 115:6,12,20, 23 116:3,8,12,16, 21 117:4,20 118:25 120:11 121:12 122:10 123:7,17 124:20 125:3,6,9, 13 126:15 128:8, 15,22 130:2,13,17, 19 131:17,21,23 132:8,11,21 134:21 135:14 136:3,5,15 137:5,20 138:18 139:5,23 140:16 141:4,14,20,25 143:22,24 145:3 146:24 148:8 149:23 150:9,19 151:14,21 152:13, 14 153:3,9 154:14, 19,22,23 155:5,8, 13,19 156:3,9,14, 17,22 157:5,7,15, 16 158:15,16,21 160:7 162:11,12,14 163:16 164:15,22 165:14 166:25 167:23 168:8,19 169:1,8,20,21 170:3,17,22 171:17 172:2 173:11,22 174:21,24 175:6 176:20 177:3 178:6,12,16 180:1, 14 181:11 182:2,16 183:10,23 184:2 185:25 188:1,3,6 189:2,16 190:11 192:15,16,25 193:15 194:21 196:10,18,20 197:3 198:1,13 199:3,6 201:24,25 202:6,8, 9,23,24 203:5,8 204:24 206:1 208:16 209:25 210:8,15,23 211:24 212:7,12 215:19 216:23 224:14,17 225:4 226:20,23 227:3

soffit 57:15,16

softball 32:11

sold 23:15

sole 41:1

solid 104:12

some 11:3 13:19,20 17:16 18:13,16 23:12 24:16 27:24 31:4 35:24 39:3,9 43:2 55:6,9 57:15 62:15 67:9,23 68:8 70:20,22 73:6,8,9 85:9 86:1,18 87:7 88:25 89:8 92:21 93:4 99:13,16 104:24 105:19 113:14 126:5 137:18 138:7 153:20 154:2,24 159:5 161:3,4 162:11 163:9 164:17 166:18 167:3 168:21 169:19,21 170:24 172:6 180:7,8 191:4 193:4,5 196:8 197:3 201:19 204:5 212:4 214:16 215:1 216:23 220:6 221:1 222:21,22 224:18

somebody 49:21 61:9 66:10 67:4 73:2 123:9,10 132:17 141:15,25 151:1,12 176:20 183:17 191:2 226:23

somehow 61:18 171:22

someone 39:12 45:3 90:9 108:17 141:20,21 150:16 151:7,15 166:8 175:2

someplace 127:6

something 10:1 14:11,13,14 18:13 22:20,23 25:19 39:11 45:24 49:10 50:13 51:16 59:14, 17 69:13 72:18 76:4 77:3,5 80:4 84:15 90:13 97:1 105:25 106:24

108:17 113:1,16,18 116:9 122:5,6 125:24 127:24 132:6 135:25 137:20,21 140:21 144:17 145:23 146:3 150:23 161:7,18 163:10,17 165:15 170:18 171:10,11 172:13, 16 173:21 176:11 178:1,8 180:13,23 183:21 186:14 192:23 193:6 196:7,10,11,19 201:7 203:11 208:4 219:1 221:3,7

sometimes 36:15 84:21,25 85:2 87:23 88:14 99:15 106:23 131:16 169:11,12,16 174:10

Somewhat 204:19

somewhere 26:1 29:17 35:11 50:17 67:3 105:23 113:15 130:22 135:21 138:25

sooner 162:14

sorry 22:16 37:13 41:25 63:17 81:19 88:3 123:25 133:12 163:23 198:6 203:5 222:5 224:10

sort 26:21 30:18 56:16 60:10 62:22 100:10 130:25 132:15 137:6 141:18 157:13 161:8,9 190:7 221:5 225:20

sorts 43:9

sound 166:24

sounds 64:9 81:8 226:24

south 18:19 19:4 21:2,16,18,19 32:15 61:18 209:23 210:1 222:19

southeast 27:15 100:23

space 36:23

spaces 156:3

Spano 6:5 8:8,12 193:18,23 194:24 195:3 199:18 204:2,9,16 226:7

speak 6:16 9:5 111:12 174:25

speaking 6:14 12:19 16:4

specific 20:7,15 62:11 69:1 82:23 100:2 125:10 137:9 168:3 182:14

specifically 46:25 47:1 54:7 129:20 130:5 161:16 193:2 201:8 222:2

specifications 60:2

specifics 51:25

specified 55:21 57:25 120:16

specify 127:24

speculate 109:21

spend 51:7 117:13 118:8,13 119:10,25 139:15

spending 118:1 119:21 121:11

spends 34:18

spent 119:3,12 120:1 121:5 128:23 153:22 162:21 214:4

split 119:7

spoils 221:16

spoke 65:21

sports 62:22,23

spread 110:19,21 160:17 202:25

Sprinkler 207:8 225:5

square 34:2 35:6 36:23,25 41:8

staff 132:19

stage 135:19

staged 125:4

stamp 217:1,22

stand 89:15

standard 77:1

standpoint 9:21 53:20 54:21 56:20 57:6 88:23 89:18 91:5 104:8 134:17, 19 154:19 168:16 174:2 218:5

Starcevic 15:13 111:15 160:3

start 7:25 14:4 16:24 27:6 29:21 42:24 46:14,24 51:11 63:22 69:21, 22,23 71:5,12 91:17 156:6 211:14

started 11:17 24:19,25 35:5,19 40:2 42:6 44:19 49:1 52:12 59:12 64:19 80:24 91:14 107:2,3 111:16,20 124:11 132:6,21,22 133:8 153:18,19,20 154:14 156:7 157:11 168:11

starting 22:11 43:2 112:3

starts 112:9

state 6:17 7:10 26:18 32:15 34:24 38:1 53:10 102:22, 24 103:10,20 104:4 105:14 133:2 206:25 209:22 210:1 212:18

stated 172:1 183:22

statement 106:12 157:14 197:11 224:21 225:3

states 27:16 222:21,22 226:15

stay 74:12 76:6 115:23

staying 31:3

Steele 191:9

Steve 133:13

stick 68:19 88:17 89:18,19

sticky 88:2,4,6,17, 18

still 34:15 38:18 39:2,5 41:3 58:23 64:18 70:20

119:12,13 120:13 133:22 134:3,11, 13,14 172:12 174:7,12,13,24 178:9 179:18 180:3,14 190:12 202:16 203:3

stipulate 120:3

stipulated 79:25

stipulations 82:16

stone 103:6 104:11,13 152:14

Stoneking 18:20 19:25

stop 61:15 63:16 64:3 101:11 181:16

stopped 17:23 64:22

stoppers 116:11

stored 169:16

stores 32:23

storm 154:3,5

Stream 207:4 223:10

street 14:7

stretched 202:24

strike 18:4 30:22 63:7 64:20 97:16 201:1

strip 107:4

Strong 207:14

structural 70:11 71:15 93:9,10,12, 16 112:24,25 154:19,22 155:7

structure 20:6 54:3 92:19 98:16,17 100:14 155:10 156:3,15 157:1 202:8,20

stucco 55:21,24 56:1,4 57:2

stuff 11:3,18 12:25 14:12 19:22 30:6 42:3 52:24 62:20 68:1,6 75:19 92:22 100:7 110:19 196:23 211:18

sub 67:7,16 68:4,5 69:22 94:9 168:20, 24

subbing 24:20

subcontract 67:7 69:19 72:23 116:14 208:21 209:13 215:7,12,18 223:9

subcontractor 61:4 70:16,17 71:24 93:16 94:1,11 99:3 105:5,8 107:10 116:22 118:17 180:11 195:11 209:2 210:9,17 212:23 215:23 216:12,24 217:8,21 218:7,19 219:7

subcontractor's 217:16

subcontractors 39:8 55:11 60:7,18 62:3,6 65:1,8,12 66:18 67:9 69:3 98:7,8 107:19 108:6 109:7,13 111:3 116:7,14 127:22 130:5 202:2 209:8 210:5 222:11 223:3

subcontracts 45:25 46:7,11 60:21 65:12 66:9

subject 129:13 170:24 180:23

subjected 79:21

submit 81:22

submittal 56:7 78:25 198:13

submittals 78:9 197:20

submitted 49:5 177:18 201:9

subs 47:9 48:1 51:13 67:13 68:3, 13 69:15,16 74:12 75:6,11 91:11,13 98:18 99:9,14 113:25 115:3,14 125:19 128:22 169:15 181:11 186:5

subsequent 18:7 91:2

substantial 179:12

subtract 215:18

succeed 190:9

such 43:13 74:3 108:12 128:1 129:5 158:4 159:1 221:17 222:2,7

sudden 153:12 154:20 156:10,12 202:19

sufficient 143:13 151:2

sufficiently 143:14

suggest 215:16

suit 55:4 64:4 167:6

suitability 52:21

suites 155:16,17,18

sum 65:7 119:8,9

summary 196:17

sums 45:15

super 27:5,6 103:3 111:23 133:5,7,8,9

superintendent 25:14 26:15 27:3 73:4,11 92:5,7,15 111:18 123:8

superintendents 36:21 39:19 73:16, 18 92:13

superior 43:19

superiors 124:1 145:10

supers 103:3 168:18

suppose 118:16 183:2

supposed 57:9 62:4 85:6,16 93:7 97:5 175:12 181:23,24 183:3

sure 8:23 9:2 10:7, 9 11:19 13:5 14:17 18:20 20:17 29:7 30:7,20 31:25 32:3 35:9 46:12 47:16, 17,21 54:24 55:10 58:25 61:12,16 62:14 63:17,18 64:6 66:6,12 67:3 68:10,14,18 69:13

70:10 71:2 74:14 75:20 76:13,17 78:25 83:19,25 87:24 90:4 94:2 101:13 106:22 108:21 112:19 115:15 116:4,17,24 121:12 122:2,3,4 123:1 124:25 125:4 126:18,19 130:4 136:19 144:1 146:1,4,6,17 147:4, 12 149:19 150:14 151:11 152:1,23 161:6 163:12 167:1,4 174:14,17 178:5 187:1 188:4 189:22 190:10 191:14 192:17 193:16,22 194:22 199:16 206:10 207:19 208:3 217:22 218:14,16, 22 219:21 226:8

surely 74:16

surface 14:12

surrounding 14:8 26:5

surveyor 71:1

sustained 119:17

swear 6:19 7:21 175:23

swearing 175:22

SWIP 35:18 71:7

switched 181:6

switching 34:7

sworn 8:9 9:5,6 175:8

synced 226:21 227:4

synopsis 140:1

system 128:2

systems 112:16

T

table 53:12 95:14

tables 94:21 100:16 101:3 104:2 115:1

Taco 31:18 32:22

take 8:18 13:14,16, 18 14:15 18:14 58:8 63:2,13 85:13 99:16 126:23 166:10 203:15 204:10 226:9,11

taken 6:5 8:25 12:23,24 130:19 192:23 212:5

takes 79:6,8

taking 27:8 35:15 38:20 100:24 109:15 112:20 197:14

talk 9:4 10:5 47:15 60:17 63:5 64:18 68:13 71:22 91:10 166:22 169:20 177:4 200:1

talked 16:2 91:12 103:16 139:11 158:17 199:22

talking 15:17 37:11 38:18 51:7 67:25 68:1,9 69:12 83:8 89:4 130:20 138:23 199:23 221:6

Tampa 17:2,3,12 24:15 26:4 27:23 32:17,18 33:24

tape 107:2

tasks 13:3 46:11

taste 206:8

Taura 6:12

tax 34:24

taxes 34:24

TCO 134:21,24 135:3,6,14

Teach 70:14

team 48:14 90:4 111:11,12 139:22 140:4 151:13

teams 29:5

technical 102:13

technically 177:25

techniques 112:18

tedious 113:16

tell 9:6 10:11,15 16:10 22:10 23:11 36:5 39:13 45:21 46:21 61:19,21 64:20 70:23 80:17 85:8 95:5 100:23 108:5 135:19 139:19 143:11 151:20 152:4 158:6 168:13 178:19 196:16 211:5 217:2

telling 106:24

tells 67:16 189:8

temper 130:25 131:16

temporary 71:19, 20 135:3 136:3

ten 64:4 204:9

tension 93:10

Teodoro 51:22

terminal 23:21

terminate 98:6

terminating 124:2

termination 123:16

terminologies 129:24

terms 44:12 53:4 64:23 82:21 111:11 130:3

Terry 5:8 7:5,7,8 194:24 199:17,18 203:25 227:17,19

test 8:21 19:12

testified 8:10 201:21

testify 166:19

testimony 9:11 175:23 200:17 205:19 206:2 210:21

than 19:18 25:6 73:3 94:10,12 110:2 120:16 121:5 146:13 148:24 159:14,18 162:15, 22,23 164:13,19 171:14 172:15 173:5 174:3 190:13,17 194:11 199:7 201:16 204:9 205:23,24 206:2 210:19 215:17 217:20 218:17,19

thank 64:10,11 107:17 156:19 167:10,11,13 190:24 193:14

194:21 199:15 204:1 206:7 226:7, 20,25 227:2,3,6,11 228:1

Thanks 191:15

Thanksgiving 136:9 138:20

that 9:2,14 10:1,10 11:3,18,20 12:8,12, 15,24,25 13:9 14:5, 6,13,18,19,21,24 15:18 16:6,21,22 17:8 18:1,4,7,12, 13,16,23 19:19,22 20:6,16 21:5,9,10 22:1,14,16,23 23:2, 8,21 24:1,10,19,25 25:4,10,19,23,25 26:24 27:1,16 28:16,17 30:1,6,10, 15,22,23 31:19,20 32:1,2,19 33:8 34:4,21,23 35:2,7, 10,11,14,18,23 36:7,24 38:13,24, 25 39:3,5,15,19,22 40:4,6,20 41:7,9,15 42:2,3,7,8,17,25 43:4,7,8,11,14,15 44:3 45:17,24 46:2, 10,15,20 47:10,18, 19,23 48:8,9,11,20, 21,25 49:8,10,16, 24 50:2,7,16,23,24 51:2,3,11,14,16,23 52:5,15,16,17,18, 20,22,25 53:7,15, 16,17,18,21,25 54:1,6,12,16 55:7, 8,18,25 56:5,6,8, 13,16,17 57:10,13, 14,18,24 58:2,6,7, 8,10 59:15,17,24 60:7,25 61:3,8,13, 20,21 62:3,7,10,12, 18,19,20 63:7 64:4, 21 65:14,20,21,24, 25 66:5,9,12,13,14, 17 67:2,3,21 68:7, 11,15 69:5,10,11, 23 70:7,13,16,20, 21,23 71:3,9,10,21 72:18,20,21,23 73:17,20,23 74:4, 12,13,19,23 75:2,5, 16,17,18,19 76:2,4, 5,16,19,22 77:3,6, 7,12,19,25 78:18, 20 79:9,18,24,25 80:1,3,4,9,16,20,21 81:3,7,14 82:4,8, 17,22 83:1,6,18,20 84:2,12,20,23,25 85:3,6,11,12,14,17, 18,20,22 86:4,14, 20,22,24,25 87:1,6, 8,10,14 88:9,11,20, 21,24 89:4,12,18 90:6,9,10,20,22,25 91:1,4,8,13,20,22 92:3,6,12,16,22 93:10,15 94:3,14, 16,22,24 95:10,12, 13,15,16,18,19,23 96:6,14,15,18,24 97:1,8,9,15,18 98:21 99:4,16,24 100:2,7,9,16,20 101:11 102:4 103:8,14,20 104:3, 4,9,16 105:2,17,21, 24 106:2,18,20,24, 25 107:5,6,7,9,13, 14,16,19,25 108:1, 2,7,10,19,20 109:7, 9,21 110:1,12,20 111:8,15,18,21,23, 25 112:4,11,22 113:3,11,12,17,19 114:1,4,7,11,14,20 115:2,6,7,18,19 116:1,6,9,10,13,16, 20,23 117:8,13,25 118:5,6,11,16,17, 20,21 119:2,5 120:3,6,17 121:4, 22,23 122:14,16, 18,23,24 123:2,11, 21 124:8,9,15,24 125:6,10,13,15,16, 21,24 126:3 127:9, 12,17,20 128:10, 22,23 129:1,11,18, 19,25 130:4,8,11 131:2,3,5,9,24,25 132:4,7,15,24 133:5,6,15,23,24 134:1,6,7,18 135:10,15,25 136:8 137:16,18,19,20, 21,23 138:6 139:22 140:1,4,10,17,18 141:4,18,19,25 142:1,9,15,17,25 143:23 144:10,12, 15,17,18,25 145:1, 2,3,5,6,12,13,16, 18,21 146:22 147:5,14,16,23 148:4,5,19,23 149:23,24 150:1, 19,23,24,25 151:4, 5 152:1,7,14,20 153:10,25 154:5,8, 9,10,16,18,20,23 155:1,3,6,9,10,20, 22 156:13,17,19, 20,21 157:4,7,14, 17,18,20 158:2,9 159:6,9,12 160:17, 20 161:4,18 162:8, 12,23 163:5,10,15 164:1,12 165:21,22 166:17,24 167:5,9, 20,21 169:9,17,20, 21,22,24 170:6,8, 11,12,18,19,20,21, 22,23,25 171:2,4,5, 7,11,12,15,18,20, 22,23 172:1,3,10, 11,12,13,14,16 173:5,7,8,10,15,18, 19,21 174:5,19 175:4,7,10,12,13, 14,19,20 176:5,7, 19,22 177:5,8,23 178:1,2,9,15 179:8, 13,15,20,21,22 180:5,8,10,14 181:4,6,7,8,11,12, 13,18 182:6,8,9,14, 18,20,23 183:7,11, 16,21,22,23 184:7, 8,14,16,18,25 185:2,4,11,17,18, 19 186:3,4,8,9,14, 15,17,18,22 187:2, 4,14,20,22,25 188:2,3,4,6,7,15, 17,18,19,20,21 189:21,24 190:3,5 191:24,25 192:23 193:1,6,9 194:5,9, 16 195:13 196:9, 17,20,24 197:4,8, 11,15,16,23,24 198:18,25 199:7,9, 12 200:3,7,8,13,14, 17,19,21 201:1,2,3, 7,10,14,16,21,23 202:4,5,12,20,21 203:2,3,6,9,16,20 204:17,21,25 205:4,9,13,16 206:1,2,4,5,14,19 207:15,22 208:11, 15,16,17,20 209:2, 6,13 210:2,3,4,9, 10,11,13,14,16,18,

19,21 211:13,16,18 212:5,14,19 213:9, 12,13,21 214:8,16, 18 215:12,24 216:3 217:23,25 218:15, 17 219:6,8 220:10, 11,12,17,21 221:3, 8,14,18,21 222:7, 12 224:4,10,20,21, 22,24 225:3,19,20 226:21 227:4,24 228:2

that'd 117:23

that'll 108:9

that's 10:2 11:21 24:4,6 25:8 27:10 30:18,19 33:17 37:11 38:11,22 40:25 41:12 44:24 48:17,24 58:11,22 59:7 60:5 61:22 63:23,24 64:2 66:9, 15 67:2,15,20 69:4 70:7 71:14 72:14 73:13 77:1,19 78:7 80:13,24 83:4 87:3 92:9,10,11 95:15, 21 96:8,24 97:2,3 105:4 106:20 108:1,8,10 111:5 112:4 117:15,16 119:8 120:9,20 121:10,18 125:13 126:21 127:4,6,18 128:3,11,13 129:16 131:7,13,19 132:2 135:6,13 138:21 141:24 146:7,23 147:7,18 148:13,14 150:1 151:10 152:24 153:7 156:14,22 157:12, 19 163:24 164:16 166:8 175:13,17 176:17 177:22 183:19 184:2,23 185:14 186:6 187:10 189:7 190:20 192:25 193:15,20 194:20 197:7,12 200:20 206:6 210:8,22 211:9 215:20,25 216:7 217:3,12 218:11,23 221:3,23 222:23,24 223:1 224:12

the 6:2,3,4,5,7,11, 18,19,23 7:19,20, 21,24 8:2,3,16,17, 18,19 9:6,7,9,20,22 10:4,6 11:7,8,17,24 12:8,21 13:4,17,19, 21 14:1,2,5,6,7,8,9, 18,20,21,24 15:1,5, 7,8,9,12,13,16,24, 25 16:1,4,11,12,16 18:11,23 19:11 20:2,4,5 21:1,7,16, 17,18,19,22 22:1,2, 3,5,13,16,17,18,24 23:2,6,8,16 24:1,2, 19 25:1,5,14 26:4, 15,18,22,23 27:2,3, 9,11,15,19,21 28:2, 5,12,15,19,20 29:4, 7,8,10,12,13,14,23, 25 30:5,8 31:1,2,4, 10,21 32:17,18 33:5,6,12,22 34:1, 2,6,9,20 35:5,7,10, 13,16,21,24,25 36:2,5,6,8,13,18, 19,20,24,25 37:5,7, 14,18 38:1,4,5,14, 15,17,20,23,24 39:3,6,7,9,13,14, 15,22,25 40:2,5,7, 11,12,17,22 41:2,6, 7,8,16,17,18,21,22 42:5,8,9,13,15,16, 19,20,21,24 43:1,6, 11,12,23 44:3,4,9, 12,14,16,17,20,24 45:3,14,19 46:6,10, 11,23,25 47:5,12, 14,20,24 48:7,9,10, 11,12,14,15,18,19 49:1,4,5,7,13,17 50:1,4,13,16,19 51:1,7,8,9,12,14, 15,20,22,23 52:6,9, 10,11,12,15,17,19 53:3,4,6,10,12,15, 16,22,24 54:1,6,9, 11,12,13,14,21 55:1,4,6,9,11,12, 13,14,15,17,18,20, 21,25 56:5,6,7,8,9, 13,16,17,18,24 57:2,3,8,11,15,16, 17,24 58:8,21,22 59:3,4,7,11,12,18, 23 60:1,11,12,19 61:2,5,6,8,15,20 62:5,6,7,15 63:3,7, 8,20 64:9,11,12,15, 23,24 65:11,12,17, 18,20,21,22,25 66:6,7,8,14,15,21 67:2,3,7,8,9,10,15, 22 68:1,9,12,16,17, 21,24 69:3,5,6,12, 15,16,19,20,24 70:3,4,5,7,12,16, 18,23 71:2,3,7,8, 10,11,15,16,17,22 72:7,10,14,15,16, 17,19,22 73:1,2,4, 5,8,10,11,13,18,22 74:5,19,22,23,24, 25 75:12,17,18 76:1,2,5,6,7,8,9,10, 14,15,19,22,24 77:1,4,16,17,19,20, 21,22,25 78:7,8,11, 14,15,18,23,24 79:1,4,5,9,16,17, 21,22 80:1,3,5,6, 11,16,17,18,22 81:1,3,4,11,18,19 82:4,6,7,17,18,19, 20,23 83:1,4,5,6, 16,18,24 84:10,13, 14,17,18,19 85:8, 10,13,14,17,18,25 86:8,9,12,14,19,20 87:7,8,25 88:7,8, 21,22 89:4,7,9,13 90:1,11,19,21 91:2, 11,12,21,24 92:5,6, 13,15,16,19,20,21, 23 93:3,4,8,9,10, 11,12,15,16,17,18, 23 94:4,9,10,13,17, 22,24,25 95:1,2,3, 6,7,10,14,19,24 96:1,9,19,25 97:4, 5,7,9,10,11,12,15, 16,19,22,23 98:7, 12,13,16,17,19,21, 22,23,25 99:2,6,18, 20,25 100:3,5,10, 11,14,16,21,22,25 101:5,6,8,11,16,24 102:5,6,7,10,13,14, 20,21 103:4,7,9,12, 19,23 104:1,9,10, 11,12,14,15,16,20, 22,24 105:1,2,7,11, 16,18,20,21 106:2, 8,17,25 107:2,5,6, 7,8,9,14,18,19,20, 24 108:2,7,8,10,18, 25 109:19,22,23 110:6,12,14,16,17, 21,22,23 111:3,5,7, 8,10,14,16,20,21,

22,23 112:2,5,8,11,
13,14,16,17,20
113:3,6,8,9,17,21,
22,23,25 114:1,6,8,
9,11,12,13,20,22,
23,24 115:2,4,10,
11,13,14,17,18,19,
23,25 116:1,5,7,10,
11,13,17,20,22,24
117:6,10,11,12,25
118:6,11,12,17,18,
19 119:1,2,6,10,11,
13,21,24,25 120:1,
3,16,18,22,24
121:4,10,12,14,19,
23,24,25 122:10,
15,16,18,19,23
123:3,5,20 124:7,
10,13,16,18,21,22
125:2,3,5,6,7,8,9,
10,12,17,18,22,25
126:2,3,4,5,9,10,
11,13,16,19,22,25
127:1,12,21 128:7,
11,13,17 129:12,
13,14,15,18,22,23,
24 130:4,6,7,11,19
131:2,8,15,20
132:7,10,11,13,15,
16,18,24,25 133:4,
17,19,21,22 134:1,
3,4,7,9,13,14,15,17
135:1,3,6,8,11,14,
20,22,25 136:1,6,
16,22,23 137:2,11,
16,19,22 138:3,5,6,
8,11,18,24 139:9,
10,11 140:2,13,17,
20,21 141:8,19,21
142:1,11,15,16,24
143:4,5,7,15,16,18,
19,20 144:1,2,9,11,
14,19,23,24 145:4,
7,8,14,15,18,22
146:1,2,3,5,8,12,
13,14,16,24,25
147:7,15,17,18,19,
22,23,25 148:2,3,
23 149:9,13,17,21,
23 150:4,9,15
151:2,4,5,13,17,18,
19,22,24 152:7,9,
13,17,23 153:8,13,
14,18,19,21,23,24
154:1,6,11,15,16,
21,25 155:3,10,15,
19,23,25 156:1,7,
15,17,20,21,25
157:6,8,9,10,11,12,
19 158:3,6,10,13
159:4,10,15 160:18
161:4,20,21 162:14
163:7,15,19,21,25
164:1,2,4,7,16
165:3,4,10,24,25
166:3,5 167:4,7,10,
13,14,17,20,21,24,
25 168:5,8,9,10,11,
17,20,22,23,24
169:3,4,6,7,11,12,
14,15,23,25 170:2,
6,13,15,18,23,24,
25 171:1,3,11,13,
14,18 172:6,8,10,
24 173:3,4,6,14,16,
23 174:1,7,9,10,12,
15,18,21,22,24
175:2,7,13,15,16,
17,18,23 176:4,5,9,
14,21,22,24,25
177:1,6,9,14,25
178:9,19,20 179:5,
12,15,16,17,21,25
180:1,5,6,17,18,20,
23,25 181:3,9,14,
15,23,25 182:3,9,
11,12,14,17,19,20,
22,23 183:2,4,5,8,
11,12,13,17,18,22
184:5,6,7,8,9,14,
15,19,25 185:1,5,9,
18 186:1,2,7,11,15,
16,19,20,21,22
187:5,11,12,14,15,
18,19 188:9,10,12,
15,16,20 189:4,5,6,
7,12,13,17,18,21,
25 190:4,5,9,13,17,
22,24 191:6,20,21,
25 192:1,3,5 193:4,
5,12,16,24 194:2,
12,17,22 195:12,
14,17,19,22,23
196:1,10,13,18,19,
21,22 197:3,5,17,
22,24,25 198:1,2,4,
5,8,10,12 199:2,3,
4,11,16 200:4,8,18,
21 201:9,15,16,19,
22 202:1,2,3,4,6,7,
14,15,16,17,18,20,
23 203:1,3,11,14,
15,17,22,25 204:3,
17,18,21,24 205:1,
4,13 206:2,10,20,
21 208:4,12,16,17
209:4,5,13,22
210:1,2,7,8,10,13,
16,19 211:12,14,
15,17,18,20,22
212:3,14,22 213:2,
6,11,20,24,25
214:4,19,20,24
215:2,11,14,18,21
216:2,6,8,14 217:1,
9,10,14,15,20,23
218:6,7,10,13,15
219:8,13,14,22
220:8,10,11,13,14,
15,16 221:3,15,16,
19,25 223:8,9,17,
20 224:6,19,25
225:8,9,19,21
226:3,8,11,13,14,
16,20,24 227:3,6,8,
9,16,19 228:1,5

their 13:6 14:3 21:9
32:22 47:11,12,14,
21 54:24 63:2 66:2,
3 85:25 86:6 91:20
93:21 94:3,18
95:12,13 103:2,14
104:10,17 107:11
114:2,3 115:3
116:14 164:14,15
169:25 186:25
189:7,8,9 191:19
192:2 193:24
202:3,9 208:12,24
210:24 214:6
215:17,24 217:16
222:11 224:1,14
226:15

them 12:4 13:10
14:15 18:22 19:13,
15 25:17 26:8,20,
22 30:5 35:16
39:24 42:24,25
46:18 47:21 48:3,
13 51:15 54:12
55:7 56:3,25 70:3
72:2 73:10 74:7,17,
18 75:2,17 79:6
80:7,12 82:9 84:8
85:22 86:15 88:25
90:6 91:16,22 93:2,
17 94:16 95:6,10
98:1,2 100:23
103:15 104:25
113:9,11 115:24
126:15,20 127:2,5
132:17 134:2 139:3
146:4 154:12
155:5,17 162:7,8,9
163:18 164:7
168:14,15,22
180:12 185:24
187:21 189:8
192:25 193:3

194:14 195:16 200:2 205:10 208:4 212:6,19 213:13, 14,22 216:14 217:20 218:20 220:14 221:11,12

themselves 7:20

then 13:1 14:5 15:13,14 16:3 18:3, 10 19:9 22:9 23:4 24:7,9,10,11,17 25:13,25 27:7 29:3 31:23 32:16,25 40:13,19 42:8 47:13 48:5,8 59:2 63:6,13 64:7 65:23 67:15,24 68:5,8 69:16 73:6 80:17 84:10,11,14 90:13 98:17 100:24 101:2 103:6 104:1,13 110:2 111:24 112:9 113:13,14 114:4 125:11 126:4 132:18 133:9 134:21 135:15,16 136:18 137:16 145:13 147:2 149:4 150:8 152:3 153:12 154:7,12 156:10,24 157:7,16,17 158:9 165:6 167:11 168:10,12,14 169:5,6,10,24 176:21,24 177:5,7 179:25 183:11 186:18 187:2 197:8 200:2 216:22 220:15 221:15 223:8

there 8:1 9:24 13:2 15:14 20:13,25 21:4,23 22:1 23:5, 7,8 24:13 25:16 26:1 27:4,17,20 29:17 30:4 31:7,10 32:1 33:5,6,9,21 34:17,21 35:21,22, 23 36:19 39:1,5,11, 12,23 41:10,11 42:7 43:8,13 46:24 50:23 51:13 53:19 55:17 56:1 57:8,14, 18,23 58:14,15,19 59:2,8 60:20 62:11, 12,13 63:11 66:1 67:18 70:4,21 71:5, 19 72:15,17 73:1,6, 13 74:3,23 75:5,10, 15 76:18,20,21 77:5 78:12 81:2,16, 25 82:3,5,11,15,16 83:3 84:16 85:25 86:21,25 87:6 88:6 89:13 90:2,6,22 91:24 92:4,17,18, 21 95:18,19 96:8, 19,25 97:17 99:13, 24 100:2 101:24 102:3 104:13,14 105:1,13,15,17,19, 22,24 106:1 107:1, 9,17,21,23 108:1, 15,22 109:5,11 112:2,8,14,19 113:2 115:11 117:7 118:25 119:4,5,6 122:8 124:8 125:8 126:23 127:14,17, 19 128:8 130:23,24 133:23,24 134:21 138:25 139:21 140:8,11,12,15,25 143:6 144:19,22 147:10 148:8 149:21,22 150:16, 25 152:13,14 153:20 154:7,8,14, 18 155:13,14,20,22 156:3,17 160:4,20 162:4,10,11 164:10 169:8,11,13,16 170:6,8,14 171:3, 10,25 172:2,3,19, 21 174:10 175:9,21 178:12 179:13,20, 22 180:2,6,14 183:21 184:3,4 185:7,12 186:3,10 188:6 192:22 195:17,18 196:7,11 197:13,20,22 199:6 201:14,23 202:5, 10,20,21 208:3 209:11,12 210:18 211:10 212:6 213:14 218:2 219:24 220:1,5,10 221:1 222:23 223:14

there'll 106:23

there's 8:17 39:2 47:17 48:7 50:10 58:12,16,18 67:19 68:20,21 74:10 78:22 79:2,4,7 82:3,24 89:8 95:11 96:20,24 100:19 106:16,23 108:12, 14,16 113:5 122:4 124:23 128:22 134:21,22 148:8 150:6 156:25 164:9 172:13 177:2,3,4 178:8 179:14 180:16 181:21 183:10 186:9 201:5,6 202:6,15, 16 203:14 211:2 220:23

thereafter 28:16 173:23

therefore 202:23

therein 91:6 176:6

these 60:13,14,18 62:2 77:21 79:17 81:10 82:1 85:21 129:20,23 135:8 146:2 147:21 151:23 155:8 163:13,20 164:11 190:8 191:3 197:10 203:5

they 13:6,23 19:13 21:13 27:5,8 28:6 31:2,22 32:5 35:1 40:18,19 43:16 46:12 47:18 51:9, 15 54:9,20,22,23 55:1,18,20 57:12 58:22 63:3 66:4 71:11 72:1 73:15, 16 74:22,24,25 75:12 80:6 84:9,12, 21,24 85:1,4,5,6, 10,23 86:8,9,11 87:6 88:24 90:12 92:4,16 93:7,8,12, 13,15 94:14 95:5,6 98:3,5,18 99:10 100:21 103:3,21 104:5,6,7,9,10,15, 22 113:9,12 114:7, 11,14 115:3,15 116:17 125:5 126:16 132:16 138:5,24 139:2 146:2 154:10 155:4,15,16,17,25 163:17 164:6,12, 19,20 169:5,19 180:12,13 181:19, 20 182:16,24 184:18,21 185:2,5, 10,12,16 186:2,8,9, 13,15 187:23 188:1

189:14,16 190:3,4, 11 192:19,21,22,24 193:10,11,13 194:1 195:14 196:20,23 202:2,3,4 205:7,9 207:19 211:3,24 212:9,22,23,24 213:8,12,13,21,23, 25 214:4 215:3 216:13,20 217:23 218:17,18 221:19 222:12,23 223:11, 14,15,19,24 224:7 225:5,6,9,12,13 226:15,16

they'd 37:8 100:24

they'll 48:1 220:16

they're 10:22 21:12 48:6 54:16 61:18 66:13,22 67:14 69:24 71:19 85:15 100:14,15,16,17, 18,24 108:3 115:25 126:19 129:18 190:13 191:21 211:25 213:2,5,6 214:3 223:10,15 225:5,12

they've 10:22 223:24,25

thicker 57:16,18

thing 13:4 14:3,18 20:6 31:18 33:9 44:25 47:10 53:7, 15 57:14 71:8 76:6, 12 77:10 81:18 103:5 106:24 108:13 115:2 161:9 168:19 171:9 174:18 176:9 186:7,18 195:23 210:13 223:8 226:2

things 11:13 23:21 27:11 30:19 31:18 35:18 39:2,3,4,9,22 46:19 47:19 48:8 52:24 53:18 56:17, 19 57:18 62:1 66:20 68:10 71:3, 21 74:13 75:16,18 76:15 81:14 82:25 84:23,25 86:12,18, 20 87:5 93:14 94:21 95:10 96:6 100:21 105:17 108:3,19 114:4 126:15 129:19 131:17 140:1 143:24 144:6 145:2 146:25 147:5 148:1 150:12 153:25 154:3,23 158:11 169:17 171:14 172:15 179:15 180:1,14 187:25 188:2 200:2 203:16 219:18

think 8:4,19 13:10 14:18,19 16:13 18:22 20:25 21:4 25:24 26:16 27:18 29:14,15,25 34:8,9 35:9 39:1,4,5 42:7 44:10,14,16 49:12 50:9,14 51:23 52:17 53:19,21 55:19 57:8 64:22 68:2 69:18 70:21 72:13,16 73:23 75:22 76:25 77:4 84:4,12,23,24 85:10,19,22,24 86:20 91:8 92:1,3, 18,20,21 94:22 95:7 97:22 99:12 103:4 104:24 105:20 107:12 110:17 115:20 116:16,18 118:11 123:4 124:20,23 126:10 129:21,24 130:23 131:5 132:7 133:24 134:2,14, 24,25 135:2,15,16, 22,23 136:15 137:1,20 138:19, 20,24 139:11,22 140:6 141:5,8,11 142:24 145:21 150:2 151:16 152:16,18,20,22,24 153:3,15,21,25 154:2,4,9 157:1,7 158:21 159:25 161:21,25 162:4,9, 10,21 164:4,11 165:3,5,14 168:12 169:20 173:24 178:16 180:4,10, 11,14 181:6,11,18 183:21,23 185:13, 15 186:19 190:20 192:15 193:5 195:24 196:8,19 198:25 199:1,2 203:8 209:24 210:16,17 212:7 214:18,22 218:25 219:5 225:16 227:24

thinking 20:13,14 67:15,17 89:8 192:2

thinks 131:7 210:11

third 26:17 94:13

this 6:4,20,24 7:1,3, 5,6,7,11,12,15 8:12,20,21 9:8,22 10:3,6 14:1 16:6 19:25 20:7,17,21 21:11 27:24 28:4,5 34:19 36:12,16 37:6,24,25 38:6,8,9 43:20 46:7,23 47:23 48:22 53:23 56:17 58:15 59:2, 16,18 60:3,8,13 61:5,7,15,17,22 62:5 63:9,13,15,21 67:4 68:5 69:18 74:1 75:21 76:2 80:2 81:1 82:4 83:12 85:2,9,14 93:4,6,9,18 94:1 95:3 97:6 98:5,10 99:11 101:9,25 102:15,18 103:21 105:7 107:10,18 108:7,9,24 109:6, 12 111:6,12,16,19 113:4 116:1 117:17,20 118:9, 16,25 119:1 120:11 121:13,23 122:14, 17 127:20 128:9 130:3 135:11 136:23 138:13,16 140:4 141:15,17 142:23 143:5,17,22 148:12,14 150:4 152:15 154:14 159:1,3,4,11 162:16 163:20 165:23 166:6 170:9,16 172:8,9 173:15,22 175:16 178:7 180:19 182:1,2 183:15 184:4,13 185:7 186:1 190:7 191:9, 12,15,17 192:9 193:12 195:5,11 196:3,6 198:16,21

199:12,24 200:5,18 201:3,16 204:14 206:12 217:21 219:14 221:7,8 223:9 224:17,23,25 226:3,18 227:7,10, 13,14,17,18,21,23, 24

Thomas 208:2

those 9:16 11:6 12:3 13:5,21 18:16 31:22 40:13,23 43:9 47:13 55:10, 15 62:1,21 70:2 81:11,21,22 91:24 94:25 104:5,7 105:25 108:3,19 110:22 111:5,23 113:3 114:12 115:7 116:11,23 120:23 124:22 129:25 154:19 155:6 159:22 160:10,14, 25 162:5 168:13 171:14 172:5,15 180:1 182:13 184:16 187:15 197:19,21 198:24, 25 203:25 211:5 219:18

though 31:10,13 58:21 92:2 135:7 174:12 181:15

thought 57:16 89:10 105:22 131:23 154:10

thousand 45:23 110:2 128:18,23

threatening 74:17

three 18:23 25:18 26:7 37:19 48:2 55:17 62:13,23 63:3 112:12 115:9 119:16 144:13 161:24 162:22 202:19

through 11:2,6 16:4 27:2 30:3,4 43:2 46:19 47:13, 14,20,21 48:23 51:12 52:23 62:14 66:2,21 67:25 68:1 69:12,15 70:13 76:9 87:25 92:12, 19 110:5 112:17,25 115:4 120:18 124:1 144:14 147:21 155:23 163:7 169:14,15 181:13 186:17 187:19,20 218:12 223:7 225:16

throughout 16:1 20:1 107:24

throw 109:14 219:1

thrown 13:7

tight 155:8 156:3

till 26:7 27:1 95:17 113:18 118:6

Tim 11:20 16:24 17:4 22:10 25:22 43:10 50:5 64:10, 17 133:13 167:12, 19 190:20 206:17

Timbes 5:9 7:11,13 204:2,7,14,15,16 206:7 227:13,15

time 6:3 8:18 10:4 21:1,23 23:20 24:25 25:14 26:15 30:10,15 31:11,21 34:2,4 35:21,24,25 36:7 38:3 41:9 43:8 44:14,17 51:7 53:17,20 57:14 59:15 61:22 62:6 63:12,16 67:22 68:5 72:15,16 73:1, 2,5,14 76:18,23 78:13,20 79:6,24 80:21 81:8,11 82:13 83:3,13 84:18 85:7 90:21 92:4,5,16 94:4 95:15,16,19,20 96:6,7,25 97:1 99:10,16 102:7 111:16,23 114:13 115:10 122:1 132:11,18 133:19 135:22 136:10 137:15,23 138:6,24 139:10 144:18 145:13 147:17 148:4,5 150:10,17 156:11,21 157:2, 19,20 158:4 170:12,22 172:6 173:5 174:10,11 179:24 181:1,10 182:4,5 183:13 185:18 187:4,23,25 188:14,19 189:5 190:1 191:25 192:13 194:11 195:17 196:1,25 197:9,15,23 198:12 202:14 206:8 227:24

times 76:11 77:3 101:7 102:1,2 104:23 159:14,15, 19 161:24 199:1 201:6

timing 11:17 82:25 89:7 111:21 114:23 132:10 133:21 134:1 161:16 202:4

Timothy 6:5 8:8

title 36:1

to 6:15,16 7:25 8:3, 17,18,19,20 9:4,6, 8,11,16,21,25 10:5, 8,11,15,18,21,22 11:16 12:2,21 13:3, 6,16,17 14:1,2,4,7, 15,16 15:7,14,25 16:4,12 17:15,16 18:7,14,16 19:12 20:7 21:8,17,18 22:9,13 23:2,5,7,9, 17,18,20,25 24:8,9, 11,13,18,22 25:5, 12,13 26:1,16,22 27:5,6,12,13,19,20 28:5,7,25 29:4,16, 24 30:5,18,23,24 31:3,4,9,20,21,23, 25 32:2,5,8,13,14 33:1,3,8,14,19,20, 23,25 34:1,4,8,12 35:2,5,16,18 36:12, 20,25 37:3,22,25 38:8,14,15,16,20 39:3,9 40:1,3,10, 13,14,18,24 41:6, 16,21 42:21 43:2,4, 5,6,7,8,10,12,23 44:4,11,22 45:1,3, 4,11,12,14,18,23 46:2,11,22,25 47:15,17 48:4,9,13, 15,19 49:5,7,8,12, 17,19,21 50:2,6,7, 8,13,18,19 51:2,7, 8,10 52:23 53:25 54:13,17,24 55:3,8, 18,19 56:3,4,6,13, 18 57:9,12,13,14, 15,16,23,25 58:8 59:3,11,13,15,17,

18,22 60:3,8,10,11, 13,14,17 61:2,3,5, 9,15,19,23 62:4,7, 14,16,19,22,24 63:2,3,7,10,16,20 64:3,14,17,18,19, 20 65:11,14 66:12, 13,17 67:3,4,10,18 68:4,5,10,13,14,16, 22,25 69:4,5,6,13, 23,24 70:6,7,10,12, 14 71:2,5,11,14,19 72:17,18 74:8,9,12, 17,18 75:6,11,14, 17,18 76:1,4,6,12, 23,24 77:20,23,25 78:1,2,5,6,13,14, 15,19,25 79:2,4,6, 9,14,16,20,21,24 80:1,3,9,13,25 81:1,3,4,6,7,8,10 82:1,3,9,12,22 83:4,10,13,14,15 84:5,8,10,12,15,18, 19,25 85:6,8,14,16 86:9,17,20 87:1,23 88:3,14 89:1,2,3, 11,12,21,22 90:5, 14 91:11 93:7,11, 17,25 94:7,8,9,13, 17,21,25 95:11,14, 15 96:1,5,6 97:5,7, 10,11,15,17 98:4,6, 12,13,17,19,21,22 99:3,6,10,11,16,18, 19,25 100:6,8,15, 17,18,19,20,22 101:1 102:2,4,12, 25 104:9,25 105:14,22 107:7 108:4 109:9,14 110:19 111:2,11, 12,19 112:1,15,17, 21 113:1,2,6,8,10, 12,13,22 114:12, 15,23 115:2,10,13, 14,19,22,23 116:2, 4,6,9,11,15,22 117:12,16,21 118:1,7,8,10,11,21 119:2,9,13,24,25 120:1,6,15,17,23 121:2,6,11,12,14, 20,22,23,24 122:3, 9,11,15,18 123:4, 14,15,18,24 124:7, 13,15 125:3,6,11, 12,16,22,25 126:20,23 127:1,2, 9,18,20,23 128:1,2, 9,13,15,16,20 129:8,14,15 130:3, 7,14,21,22 131:23, 24,25 132:19,20,23 134:1,12,18 135:7 136:2,3,10 137:2,7, 10,13 138:4,5,7 139:9,10,11,17,23, 24,25 140:2,10,13, 14,20,22,25 141:14,16,20,21,25 142:5,6,9,16 143:10,14 144:5, 19,22 145:6,8,10, 14,18 146:2,3,14 147:6,15,21 148:9, 23 149:2,5,12,15, 22,23,24,25 150:7, 8,10,11,12,16,17 151:1,2,3,5,6,7,12, 19,20,24 152:2,3,5, 6,9,10,15,16,21,22 153:23 154:2,5,6,8, 14,16,17,20,25 155:4,6,7,10,16,17, 25 156:2,4,21,22 157:9,17,18,20,21 158:1,2,5,10,13,17, 19 159:9,10 160:9, 14 161:4,8 162:10, 13,19,24 163:11, 18,20 165:12,13, 15,24 166:1,2,4,7, 8,18,19,20,22,23 167:2,16,19 168:4, 13,23 169:2,6,25 170:9 171:4,13,21, 24 172:2,7,8,12,14, 23 173:4,5,13,17, 19 174:3,15,16,22, 24 175:6,8,9,12,18 176:9,12,15,19,21 177:5,6,8,14,15,20 178:4,6,14,21 179:6,15,18,24 180:4,18,19,23,25 181:1,2,7,8,10,12, 15,19,20,21,23,24, 25 182:1,2,3,4,6,7, 8,9,16,22 183:3,9, 12,14,15,16,17,23 184:3,6,15,16,22 185:3,5,8,14,16 186:8,20,22 187:3, 7,11,19,24 188:1,3, 8,10,13,15 189:4,9, 11,16,17,18,19,20, 24 190:9,12,13,16, 17 192:15,23,24,25 193:1,2,3,6,12,20 194:2 195:15,19 196:5 197:10,15 198:1,10,19,23 199:11 200:1,4,12, 15,22 201:9,20 202:5,8,12 203:11, 22 204:8,10,22,24 205:6,10,11,13,19, 20,25 206:21 209:4,7,14 210:4,7, 9,11,16,18,24 211:1,14,17,20 212:4,6,9,13,14,17 213:9,13,14 214:3, 8,19 215:3,4,16,25 216:12,14,19,24,25 217:1,7,8,10,12,15, 20,21,23,25 218:6, 8,9,10,11,13,15,18, 19,20,22 219:6,8, 16 220:7,9,11,14, 15,18 221:6,9,10, 11,12,15,16,20 222:7,10,11,16 223:3,5 224:1,6,20, 22,24 225:1,2,21 226:2,9,14,21,22, 23

Toby 102:25 103:2

today 6:11 7:17 10:16 15:19 22:10 99:13 173:12,14 175:23 194:5 211:10 224:20

today's 172:10 228:3

together 7:10 24:22 95:14,15 134:8 139:2,3 143:4,6,10 150:8 159:3,8 168:14 221:6

told 9:17 10:22 33:6 41:17,20 42:23 60:8 113:24 125:4 164:7 172:11,13 182:4 185:16 186:8 213:17 224:19

Tom 8:5 10:17 14:21 15:1,2,5 64:5 136:17 160:4 167:7 227:1

ton 100:19

Tony 18:20,23

too 7:17 31:13 52:25 53:13 92:11

185:2 226:11

took 13:15,19,20 15:14 18:11,14 19:11 38:24 40:19 48:11 55:25 60:22 93:11 130:17 132:13 155:16 158:6 174:19 197:9

tool 151:21

top 74:12 104:9 111:13 218:15

topped 156:5,6

tops 204:9

total 29:12,14 53:4

totaling 198:21

tough 54:16

toward 20:4 23:6 85:25 86:19 92:20 95:7 132:11 134:3, 15 145:22 152:9 153:8 188:9

towards 204:17

tower 98:15 121:13 125:6 207:14

town 38:4 54:6 164:12,17 169:7

trades 99:7 112:23

tradesmen 39:9

tradition 22:24

trained 61:25

transcript 227:9, 16,19

transferred 133:3

transition 153:10

transmittal 43:9

transmitting 43:10

travel 27:23 29:3

treated 218:18

treatment 218:17

tremendous 198:11

trial 10:3

tried 82:9

tries 137:7

Trimark 207:18

trimming 23:3 24:22

Triple 61:4

trips 33:13

truck 99:13

trucking 23:15

trucks 33:23 100:17

true 22:6 174:18 175:8,23,24 186:7 223:8

truly 59:1

Truman 61:14

trust 91:2,4

truth 9:6,7 176:5 210:23

truthfulness 175:15

try 10:5 48:4 56:4 62:14 68:14 75:17, 18 81:10 96:6 116:11 134:18 140:2 150:12,17

trying 14:2 26:16 30:18 47:17 49:19 59:13 78:1 84:19 86:20 89:1,2,11 99:11 102:25 105:22 108:4 110:19 112:1 120:6 122:10 123:4 130:14 132:19,23 136:10 138:5 140:10,22 152:15 153:23 158:1 161:8 162:10,13 181:10 184:3 190:9 192:15 198:10

tune 154:13

turned 174:3

turns 182:25

tweak 69:13

twice 20:1 160:20

two 25:18 29:16 32:14,16 34:19 40:11 62:12,23 69:23 79:22,23 81:8 103:12 104:12 112:7,12 118:20 134:2 150:7 155:18,24 159:25 161:24 162:7 163:20 190:8 202:19

type 13:4 20:6 28:7 36:12 42:3 47:9 77:10 81:18 103:5 168:19 197:1 198:10

types 113:3

typical 57:4 73:24 79:18 94:22 96:9 108:19

typically 14:14 36:14 37:17 38:7, 10 47:25 49:11 56:22 67:12 82:24 84:4,9 87:4 113:5 114:1 115:7,8 116:9 120:18 148:6 150:23 159:24 169:5,10 177:2 202:6

U

Uh-huh 46:5 60:9 78:21 96:17 122:7, 12 129:10 224:3

ultimate 42:16 185:19

ultimately 61:14 112:17 182:6 184:7 186:4 218:15

unable 225:2

uncle 23:14

uncontrollable 152:10

under 9:5 12:16 29:16 44:11,14 70:23 111:25 121:4,23 122:16 132:15 152:18 170:18 173:13 175:11,22,25 176:6 181:1,23,25 182:17,19,20,21 183:11,18 184:4,6, 16 189:5 190:4,13, 17 205:1 215:12,17 216:11 219:14 224:20

underground 53:8, 23 71:17

underneath 111:13

understand 34:19 44:22 48:20,22 51:14 60:20 65:11 85:6 89:3 108:1,2 116:4 117:25 118:25 120:6 122:3 128:15 129:17 130:15 137:12 140:14,24 142:5,16 148:16,19,20 150:13 158:2 170:4,10 182:20 184:3 216:19

understanding 15:23 16:11 48:24, 25 49:1 67:14 96:12 113:20 114:5 115:6 116:6 120:8 121:22 122:13 140:2,23 161:7 162:20 182:10,23 183:11 184:14,23, 25 185:1 186:6 200:16

understood 9:19 10:11 131:24 140:17 171:13,17, 18 172:4 184:3 185:17

unforeseen 70:22

unintelligible 23:25 37:3 121:2 132:20 134:12 162:24 205:25 215:4

United 27:16

unless 9:17 10:11 31:10 50:7 77:9 107:11 170:14,23 171:22 178:8

unload 100:17

unmute 6:15,22

unpaid 198:20

unreasonable 55:13 56:13 82:5

until 8:3 9:8 10:5 22:10 40:15 112:8 113:10 132:18 152:2 156:4 157:5, 7 158:4,9 197:9 209:8

up 14:11,14 15:15 16:3 18:13,15 20:4, 8,10,11 22:17,18 23:5,7,8 24:18 25:2,3,4 26:12,20 27:7,9 31:1,2,20 32:7 33:6,9,22 34:6,7 35:24 36:22, 23 38:2 40:21 41:4 45:18 49:15 50:2 54:3 55:17 56:2 57:12,15,17 61:13 66:18 70:5 71:6,8, 10 77:3,5 92:20 93:11 94:21 95:1,8, 15,16 96:6 98:17, 20 100:6,14 103:25 104:3,9,13,15 105:15,16,23 106:18 107:5,6 111:20 115:1,19 118:6 123:20 124:9,24 126:20 130:8,10,25 132:22 133:4 142:2 146:13 154:9,10,15,21 155:8,10,13,19,23 156:1,3,12,15,23 157:1,5,7,14,20 158:5,9,10 169:17 178:20 180:12,13, 17 182:3,5 183:13 196:21,22 200:2 202:7,15,21 218:15 220:16 221:16 224:17,22

update 142:16 143:20 149:24

updated 81:25 82:1 146:24

updates 82:6 144:23,24 145:15 150:11 152:7 168:8,12

upkeep 28:15

upon 48:10 187:2

uproot 32:2

upset 125:1,11

upsize 154:14

upsized 154:8

us 18:24 61:20,21 71:5,11 80:12,13 85:1 90:10,12,16 95:14 99:11 103:12 105:5 113:13 114:2,3 115:19 116:17 125:19 133:2 137:21 139:12,21 141:1 152:4,16 170:15 179:24 180:23 181:8,19 182:16 183:22 187:24 189:18 191:15 206:9 218:12,21

usage 47:2

use 13:15,17 16:5 18:12 19:14 51:10 56:5 60:4,8 61:5 62:16,22 65:25 98:10,13,17,18 99:25 101:4 112:17 130:11 135:7 146:2 147:14,16,17 219:25

used 51:10 98:12 146:4 175:18 182:18

using 18:15 61:7 100:14,15,17,18 224:11

usually 48:1 54:4 76:25 77:2 79:5 83:3 84:5 112:3 169:3,7 201:6 202:13

utilize 18:16

V

Vaguely 214:13

valid 217:9 226:2

value 45:18,19 170:21 218:7

values 47:7,11 49:13 60:6 118:18 170:20

various 32:22 99:7

vehicle 120:18

vents 155:3

version 113:14

versus 6:6

very 15:9 20:10 36:18 37:6,15 60:19,21 79:2 94:8 109:16 112:2 113:7 132:24 134:9 148:9 157:4 188:1 190:25 196:24,25 197:23 204:13 217:14 223:7

via 4:8 169:12

vibrations 14:12

vice 18:23 44:16 160:5

video 4:8 14:20,22, 23 15:5,6,16,18,24 16:6,12,16 38:20, 24 39:7 64:13,15 76:2 134:7 167:14, 18 226:16 227:8 228:3

videographer 4:11 6:2,11,23 7:19 8:2 13:25 50:1 64:12, 15 167:14,17 176:14 226:13,20, 24 227:3,6 228:1

videography 16:21

videoing 15:12

videotape 6:4

view 142:7 164:5

violate 219:11

violates 210:1,10

violative 209:22

visit 31:9

voids 104:8

volleyball 32:12

vouch 221:11

VP 195:25

Vulcano 6:12

W

wait 79:14 152:2,5, 6

walk 15:5 70:13 168:22,23 169:7,9

walked 14:22 15:1, 7 16:1

walking 16:3 36:25

walkthrough 14:20

wall 104:7,14 108:18 115:22 116:2 155:3

walls 104:4,15 107:5 207:6 223:14,21 224:8, 11,12

WALTER 5:4

want 7:25 8:18 10:8,21 12:21 15:7 29:24 31:9 32:2 45:23 50:8,13 61:5 62:16 69:4 72:16 83:10,13 96:25 97:17 102:12 116:3 122:3 126:20 127:5 133:25 139:17 142:5 167:2 168:4 172:24,25 187:24 200:1 227:19,22,24

wanted 23:17 54:23,24 55:18 56:4 57:12 131:23 151:3,6,7 154:17 155:4 174:15 178:3 182:14 196:20 204:10

wanting 55:22 139:23,24,25

wants 41:21 56:18 122:18 127:1 218:22 227:11

Warco 208:6

warehouse 24:16

was 8:6,9 10:1 11:25 12:24 13:2 14:6,13,20,21 15:8, 10,13,23 16:2,10, 11,12,16 18:10,13 19:24 20:8,17,22 21:4,10 22:17,19, 22,24 23:6,8,9,12, 13,14,19,24 24:1,2, 12 25:1,2,8,12,15, 18,21,25 26:8,10, 12,14,15,19 27:1,9, 16,17,18,22,24,25 28:2,4 29:8,14,15, 16 30:1,2,4,8,14, 22,25 31:1,2,7,17, 24,25 32:1,9,20 33:2,5,9,12,24,25 34:5,8 35:10,12,13, 22,23 36:3,6 37:24, 25 38:1,2,23 39:1, 6,10,11,15 40:4,8, 17,24 41:1,3,9,10, 11 42:4,7,8,9,25 43:4,5,7,16,19,21, 22,23,24 44:9,11, 14,16,17,22 45:20, 22 48:22,25 49:6, 16,18,19 50:23 51:22 52:2,3,5,10, 12,15,16,17,18 53:15,19,21,23 54:8,17 55:13,14, 16,20,22 56:2,5,7 57:9,10,11 58:10, 14 59:17 61:20,21 62:4,9,21 63:9,20, 24 64:25 65:10,20 66:1,2,4 68:25 70:17,19,20,21 71:23 72:12,14,23, 25 73:1,2,5,6,7,10, 11,13,15 74:5 75:21 76:18,20,21 77:3,4,5,6,7,16,17 78:12 79:16,25 80:1,4,6,9,11,17,19 81:2,3,4,6,7,9,16, 23,25 82:3,4,5,15, 19,22 83:6,17,18, 20,23,24 84:1,12, 16 85:5 86:1,9,21, 25 87:7,11,14,16, 20,24 88:6,7,9,11, 20,21 89:9,12,21 90:21,25 91:5,20, 21,25 92:2,4,6,15, 16,18,19,20,21 93:2,5,9,10,21,22, 23 94:4,9,16,19,22 95:7,18,19,20,22, 23 97:16 98:13,15, 21,22 99:2,5,13,15, 16,18,21,23,24 100:2 101:3,16 103:2,5,6,8,11,14, 20 104:10,11,13, 14,16,17,23 105:2, 15,17,21,22 106:2, 7,9 107:4,6,9,11, 13,19,21,24 108:1, 22 109:11 110:6,7, 12,13 111:8,11,12, 13,14,15,16,22,23, 25 112:2,19 113:16,17,20,24 114:6,11,24 115:12,19 116:5,6, 8,9,22 117:1,5 118:6,18,25 119:2, 4,5,6 120:7,9 122:24 123:11,13 124:4,5,8,10 125:2, 11,23 126:3,4,8,11, 16 127:13,14,17, 18,19 128:8 130:2, 8,21,25 131:2,5,6, 22,23 132:10,24 133:1,5,7,19,22,24 134:2,3,5,6,9,11, 13,14,15,24 135:1, 14,16,20,22,25 136:1,2,6,16,17,22, 24 137:1,10,12,16,

18,20 138:18,20,23 139:17 140:4,8,10, 11,15,22,24,25 141:5,8,11,14 142:18 143:1,4,6 144:2,12,13,19,22 145:7,8,21,22 148:8,9 149:4 150:7,9,11 151:4,6, 22 152:1,2,6,9,12, 13,18,19,25 153:13 154:1,7,17,24 155:22 156:15,17, 23 157:2,6,9,10,25 158:6,9 159:9,11, 12,22,25 160:4,17, 20 161:20,21 162:5,8,10,11,12, 18,19,24 163:4,12, 15 164:1 165:10 166:5 167:20,24 168:9,14,24 169:1, 8,11,12 170:7,11, 14,23,25 171:10, 11,12,20,22 172:6, 16 173:5,15,22 174:1,11 178:15,21 179:13,18 180:5, 11,14 181:3,4,7 182:13 183:17 184:8,13,15,25 185:7,8,12,18 186:2,3,4,10,14,16, 19,20,25 187:2,6, 15,18 188:3,8,15, 18,19,23,25 189:3, 5,21,24 190:5 191:24 192:2,17,22 194:11 195:12,13, 17,18,22,24 196:8, 19,20 197:1,4,8,9, 10,12,14,16,19,20, 22,23,24,25 198:2, 5,13,18,25 200:11 202:10,20,23,24 203:1,6,10 204:25 205:4,10,13 210:13,14,18,21 212:3,6 213:14 214:21 215:1,7,11, 19 216:8,9 217:9, 14,16 218:11 220:10 223:22 225:2,20 226:2 228:5

wasn't 9:24 31:7,9 35:22 36:19 45:24 58:19 59:17 72:17 80:12 105:6 106:5 107:5,7 114:22 116:19 122:24 143:6 144:2 152:5, 14 154:10 169:2 174:10 189:3

watch 39:22

watches 76:2

watching 93:4,6 146:5 168:19

water 53:12 71:10, 20 154:5 155:22, 23,24

waterproofing 20:14

Watson 7:8 110:8, 9,11,14 199:19,23 200:4,7,11,12,15, 22,24 201:2,15,20, 21,23 203:9,11,17, 23 207:16 225:16 227:20

Watson's 199:24 201:9,10

wax 78:11 140:20

way 9:24 13:6 20:18 38:14,15,17, 20 67:19 83:12 86:4 92:19 97:14 107:2 116:20 118:6,16 121:25 122:19,21 134:18 154:17 165:21,23 170:9 178:2 181:12 184:5 186:18 194:1 213:9 219:6,8 223:10

ways 64:19

we 6:2,12 8:3,4 9:15 10:5 14:3,4,7, 11,13,14,19,20 15:7 18:15,16,22 23:19 26:2,16,18 27:14,20 28:1,9,18 30:2,5 31:2,25 33:22 34:8,10,18 36:21,23 49:15 54:24 55:6,19 56:1, 2,6,24 57:12,15,17, 24 61:21,22 62:10 63:13,22 64:15,22 65:6,19,21,23,25 66:5 68:14,18 69:13 70:23 71:4,8, 10,16 74:7,12,16, 18 75:17 79:25 80:20,21,24,25 81:14,18,21 82:8,9 83:7 84:4 90:8,12, 17 92:11,12 93:17 94:24 95:8,10,14, 16,17 97:23,24 98:1,2,4,23 99:14 100:5 102:2 103:16 104:25 105:21,22, 23 106:20 107:3,12 111:14,18,19 113:6,7,8,11,14,16, 24 114:4,5,25 115:1,7,13 116:1,2, 9,11,16,18,24 117:7 118:3,5,11, 12,14 121:2 122:25 123:2,4 125:2,6,11 126:20 128:13,18 129:1 132:4,6,9,21, 22,25 133:2,4,5,6 136:10 137:18 139:23 140:17,21 141:19,21 142:13, 15,21 144:24 145:2,21 146:4,7,8, 18 147:16 148:19, 20 150:11,15 151:7 152:6 153:11,19, 20,22 154:2,3,15, 24,25 155:2,13,22, 24 156:3,4,6,16,23 157:8 162:4 163:7 167:17,23,25 168:1,3,20,24 169:1,2,10,21 170:7 171:4 172:1, 4 173:16 175:5 177:3,5,6,20 178:22,25 179:21 180:1,3 181:6,9,12, 18,23,24 182:1,4,6, 7 183:7,15,23,24 185:3,13,14,15 186:17 187:2,3,11, 17,22,23 188:4,5, 10 192:25 194:5 196:21,22 199:2 200:13 201:6,7,12, 13 202:5,11,15,24 203:13 221:9 222:8,19 226:13 228:3

we'd 13:17 24:21 39:12 68:2,8 99:16 150:7,8 167:25 168:17,21 169:13, 14,15,16,20

we'll 176:18 182:8

183:16 186:11 218:10

we're 8:16 9:9 14:4 33:7 38:18 47:12 56:1 58:11 61:9 64:12,18 67:25 68:1,9 69:13 80:25 99:11 115:21,22 119:9 125:7 146:4 148:19 150:8 152:2,15 154:13 156:6,10 169:20 170:6 172:15 175:6 182:2,6 183:9 202:25 221:10,11, 12,15

we've 34:21 58:11 64:19 91:12 95:13 107:10 128:23 154:13 170:16 173:1 225:16

weed 188:10

weeds 168:5

week 31:8 95:9 130:19

weeks 11:24 67:17, 18 68:4 115:9 150:7

well 14:2 15:7 20:10 25:3 37:6,15 43:4 47:5,24,25 50:3 56:20 61:19 69:21 70:12 78:15, 17 80:20 89:1 98:15 99:18 102:10 103:15 107:25 114:10 117:6 118:3 121:5 125:3,5,9 126:4,10,12,25 127:2 128:16 129:17 134:5 137:12 144:13 150:1 155:14 164:3,16 165:23 178:3 181:14 185:15 192:22 200:25 201:25 211:19 212:22 213:19,25 221:5 223:9 226:22

went 11:2,6,10,11 17:16 24:8,11,13, 18 25:11,13,24 26:1 27:4 32:14 41:6 52:23 55:19 56:1 62:4 65:20 75:6 107:1 113:18 130:21,22 132:17, 25 149:2 153:11 154:6 155:2,13,16 156:3,15 161:4 163:7 181:12 186:17 187:11 196:9 198:11 215:2 218:2

were 5:17 12:3 17:1 18:13,16 21:2 22:1 24:9 25:4 26:6,18, 24 27:20 28:9,11, 18,20,21 29:12 30:10 32:18,21,22, 25 38:13,23 39:5, 25 40:1,5,11 41:7, 20 42:2 43:6 44:21, 25 45:3 47:9 48:12, 15 50:16 51:3,9,10 52:4 53:22,25 54:9, 14,23 55:3,6,10 56:24 57:18,24,25 59:13,21,24 60:6,8, 20 61:17,22 62:6 66:4 68:24 72:15 74:24 75:5,10,15 78:13 79:24 80:18, 21 81:5,12,17 82:11 84:24 85:6, 10,21,23 90:2 91:13,22,24 93:6,8, 16 94:14,23,25 95:8 101:11,24 102:20 103:12 104:12,25 105:13, 19,21 106:1,25 107:17,23 109:5 110:22 113:24 114:12,15,20,25 115:18 116:14,17, 24 118:1,11 120:6, 7 123:4,23 124:2,8, 9 125:3,9 126:16 127:20 128:10 130:23,24 136:3 138:24 139:21 141:21 144:6,11,25 145:2,21 146:2 149:3,7 150:12 151:4,20 152:13, 14,17 153:20,25 154:18,24 155:1, 13,14,20 156:3,16, 17 164:5 167:21 168:18 170:1,8,10 171:25 172:1,2,3 174:7,12,23,24 176:5 179:20,22 180:1,6,7 181:1,12, 23 182:13 183:3,21 184:3,8,16,18,21, 22 185:25 186:9,10 187:15,21 188:1,6 190:17 192:21,24 195:10,14,18 196:18 200:18,21 201:23 202:21 204:16,17 207:19 211:3 212:9,23 213:11,13 216:13, 17 217:7,12 218:11 220:10 221:19

weren't 19:14 28:16 31:25 97:23 131:13 149:4 163:21 181:24

West 27:19 31:1,6, 14,16

wet 33:7

what 9:21,24 10:2, 8,14,15,18,20,22 11:21 12:20 14:15 15:23 16:2,3,5 19:24 20:12,20 23:12,13,24 24:1,9, 20 26:8,11,16,19 28:2,9 29:22 30:14 31:14 32:9 36:3,5 37:11,14,21 38:11 39:14 42:12,15,19 43:3,5,17 44:19,21 45:19,21,25 46:21, 24 47:1,3,11,12,14 48:3,4 50:25 52:4, 10 54:23 55:14 56:2 57:22 58:2,7, 11,22 59:13 61:22 63:23,24 66:3 67:14,16 68:18 69:10 70:14 73:7 75:15,23 76:2 77:20 78:2,3,6,16 79:1 80:13 81:4,25 82:19,20 83:7,14, 17,20 84:1,18 86:1, 3 87:11,14 88:22 89:11,12,14 90:5, 11,22 93:4,6,21 95:9,16 96:1,11 98:13 102:12 103:19,21 108:4 113:20,23 114:5,20 115:12,13,15 117:11 119:20 120:8 123:18 124:1,5,21 127:18 128:8 135:19

136:20,25 137:2,9 139:17,18,19,20 140:1,9,11,19,22, 23 141:17,24 142:17 143:24 145:11,18,23,24 148:20 149:5 150:12 151:5,10 152:1,4,24 157:10 158:3 160:14,24 161:8,9 162:15,18 163:12,13 166:4 168:5,7 169:1,2 170:4,8 173:5 175:10,15 176:19, 24,25 178:19 180:10 182:2,7 184:1,2 185:8,11 186:18,24 187:3,6, 7,13,15 188:8 189:4,25 190:13,17 191:2,19 197:1,10 198:10,13 201:24 202:4,14 203:8 205:24 209:18 210:22 211:5,18 212:2 213:5,6 215:2,6,11,18 216:17,25 217:12 218:11,20 220:25 222:8 223:19 227:11

what's 75:12 81:18 117:6 142:5 149:18 175:11,12,20 215:19

whatever 8:20 23:3,4 24:22 28:2 32:23 35:6 41:8 43:7 46:12 47:9 51:21 55:12 66:13 73:9 83:9 84:5 85:5 91:19 109:16 129:9 133:25 139:22 142:18 145:3 149:4,16 154:5 159:8 178:21 187:4 189:7 210:7 211:25 214:3 215:4 218:7

wheelhouse 59:17

when 6:15 11:17,19 15:4 20:14 23:1,4,7 24:11 26:8 27:8,10, 11 28:20 29:21,25 30:8,21,23,25 31:22 32:5,19 33:19 34:10 35:4, 11 36:2 37:11 38:23,24 40:18 41:6,20 42:6 43:5, 23 44:19 46:9 47:5, 10 49:1 50:23 51:11 52:11,12 53:22 56:24 59:12 60:22 62:9 64:22 75:7,23 78:5,18 79:7 82:1 86:11,12 88:24 89:10 90:23 91:14 95:10 97:4,5 98:3 100:5,13 106:11 107:1 108:16 111:21 112:3 113:15,20 114:18,19,25 115:1 116:4 121:10 125:3 126:8,11 132:21 133:3,10,19 134:5, 10,17 138:18 139:23 141:14 143:6 148:6,8 149:2 153:10,11,19 154:19 156:20,21, 22 157:13,20 158:6 161:14 162:13 165:5 168:11 170:5,23 172:24 174:19 176:3 179:19 180:3 181:11 186:8,18 188:19 189:17 197:24 199:23 200:24 201:6 202:2,5,13 204:5 209:25 224:17

where 12:23 13:12 15:18 17:1,3,8 25:24 31:14,25 32:13 33:7 35:13 48:6 51:2 79:16 100:23 102:2 106:24,25 112:12 115:4,6,10 119:1 121:15 123:3,4 125:10 126:15,25 130:21,24 137:8 139:5,7 145:7,24 147:23,25 148:4 150:11 151:3,20,22 152:12 153:15 155:15 156:1,14 157:9 158:5 160:18 161:23 168:10,24 170:22 180:6,17 184:5 185:12 188:4,7,10 202:11 209:6

whereupon 8:7 228:5

whether 13:24 21:10,25 75:10 76:17,21 78:13,14 83:13 85:22 114:10 122:14 130:2,8 138:3,5 143:11 164:6 176:1 177:17,22 178:14 181:2,22 182:8,17 183:17 186:3,23,24 188:18 189:17,20 193:11 209:21 212:12 214:8,20 215:25 216:13 217:9,16 219:4,5, 23 221:25 224:5,7, 25 226:1

which 6:9,18 9:6 25:15 26:12 43:5 49:6,19 51:9,10,19 56:4 57:2,9,13 59:14,25 60:2,19 62:16 71:15 73:15 74:4 81:17 83:4 87:4 103:25 104:11 111:24 112:20 114:21 115:18 124:10 129:11,20 130:5 133:1,6 136:21 147:8,10 155:18 156:2 158:5 173:6 179:23 180:23 184:22 186:16 194:1 209:13 210:25 217:21

while 23:9 24:8,13 38:4 47:3,19 79:23 112:11 120:11 134:2 153:3 154:12,24 165:7 174:22 190:11 192:18 219:4

who 6:13 14:23 15:2 18:18 21:1 43:19 49:13 51:8, 19 63:6 64:20 70:15,16 71:23 72:4,7,8,22 73:11 75:6 78:1,2 87:11 88:2 89:4 90:19 91:13,18,22 92:6, 13,23 93:17 94:9 97:9 98:22 99:24 101:16,18 102:20, 23 103:9 110:6,11, 13 111:11,12 123:11 132:2

137:22 140:4,14, 21,24,25 142:25 143:4 149:22 159:22 160:1 162:5 163:21 165:25 166:5,6 168:5,14 170:1,2 191:22 192:8,10 195:13,21 197:16 198:22 208:11 216:7 223:20

who's 48:3 86:6

whoever 93:3

whole 9:7 36:9 73:14 78:11 90:4 92:15,16 129:19 140:20 143:8 157:25 165:25 171:9 205:5

wholesale 24:16

whom 6:18 86:3

whose 87:20 182:12

why 61:19,20 78:7 80:24 86:4 121:10 124:5,10 137:8 138:8 140:11,23,25 141:15,16 147:8,10 148:13,14 151:18 157:25 162:18 163:19,25 165:9 192:10 205:19 210:20 211:9,11 212:24 213:8 223:11,15 225:1,6, 13

wife 33:6 34:18

will 6:13,17,19 10:4 59:2 129:23 182:6 202:11 220:13,14, 15

Windle 7:10 191:9

Winovich 110:12

winter 136:7

wire 146:22

wisely 119:25

with 7:10 9:3,8,9, 11,25 10:17 13:15 14:6,21 15:17 21:18 22:9 24:16 26:6,9,14,17,24 27:6,12 28:16 32:5 34:5,20 35:14 36:20 37:24 38:21, 24 39:3,7,14,21 42:17,19,25 43:3, 24 44:1,7 46:16 47:21 48:1,2,13 49:20 51:1,13,23 53:12,23 55:23 57:17 59:15 60:13, 18 61:6,15 62:2,6, 8,13,17 63:10 65:3, 6,7,12,20 67:13 68:3,9,10 69:3,8, 16,19,21,22,23 70:8,14,15,20 72:2, 5,8,23 75:15 77:11 78:18,22 81:22 82:12 84:22 85:2, 22 86:19 87:2 88:1, 21 91:14,17,18,21, 23 92:10,13,24 94:16 97:8 98:13 99:17 100:9,17,18 102:23 103:2,8,10, 15,22,23 105:13,15 107:2,7,16 108:7 110:9,11,13,18 111:2 112:8 113:25 116:9,17,20 117:17 119:6 123:15,18,22 124:2,9,11,15 132:22 137:25 138:1 139:15,23 140:5,15,21 142:1 146:13 148:12 149:3,13,17 150:9, 17 151:2,21 152:2, 3 153:4 154:5,12 155:1,7 156:2,11, 12,23 157:1,14 158:5,10,18,22 159:16 161:12,14, 23 162:22,25 163:13 164:7,12,17 165:18 167:7,9 168:20 169:19 171:3 172:10 173:11,19 174:3 178:15 180:5 182:3,5 183:13,15 186:10 187:5,12 188:6 191:15,16,23 192:3,9,11,24,25 193:23 194:8,14 195:8,16,22 196:1, 10,13 198:7 199:23,24 201:4,7, 10 202:13 203:3 204:20 206:9,20 208:19,21 211:15 216:8,9,11,20 220:17 222:9,11,24 223:2,8 225:20 226:1

within 62:5,20 66:14 68:20,21 83:3 95:12 96:18, 20,23 125:5 132:7 143:14 171:4 216:3

without 8:1 10:14 55:4 101:9 120:21 216:2 219:22 223:17

witness 6:19 7:21 50:4 64:9,11 167:4, 7,10,13 190:22,24 191:6 193:16 194:22 199:16 204:3 206:10 226:8,11

wondering 203:6

word 85:13 191:24

words 35:19 62:9 68:3 89:20 90:8 112:5 115:1 151:16 166:2 170:15

work 14:1 22:9 23:9 24:18 25:17 26:2, 25 27:1,17,21 28:4 29:4,18 34:1 35:5 38:25 41:6 42:9 47:23 48:2 52:6 59:21,22 62:2 63:8, 23,25 64:23,24 65:15 66:3,6,14,15, 17,22 67:21 70:4 71:4,12,13,20 72:2 82:22 88:13,15 90:10 92:22,24 93:5 94:3,16,18 95:2 97:14 101:12 103:20,23 104:18 105:14 112:9,11,14 118:20 129:24 130:6 142:14 148:16 149:3,23 153:2,5 154:3 155:7 159:4 164:20 165:2 173:7 179:18 180:8,19,24 181:16,25 182:3 183:24 184:6,8 186:3 191:20 192:20,24 193:9,24 194:5,8,14,17 198:8,16,18 199:24 200:4,8,18,25 201:3,15,22 202:9 205:4,9,17 206:3,

21 215:13

workability 101:5

workable 71:6

worked 23:2 24:8, 13,15 44:1,7 51:8 90:12,16 100:9 111:21,25 132:15 133:6 181:2

working 26:15 28:11 33:12 37:7,8 38:4 40:5 101:1 133:1 141:5,8,11 149:3 202:7 219:13 221:6

works 183:19

world 190:9 220:8, 10,12

worried 53:17

worth 50:18

would 8:3 12:12,16 13:7,21,23 14:14 18:3 21:13,14 22:5, 22 23:17,19 27:22, 23 29:3 33:12,25 36:12,24 37:3,16 38:7 39:20,23 43:8 46:4,10,24 47:3,13 49:10 50:1,5,6 51:14,16,20,24 52:11 56:15 58:15 59:2,8,24,25 61:2, 8,10,13 62:10,12, 13,18 63:16 65:14 67:23 68:7,12 69:5, 16 70:14,15 71:13, 14 73:9 74:15 75:17 76:4 78:15 81:21 82:2,5,8 84:4,5,9,11,19,21 85:1,2 86:5 87:23 88:14,15 89:18,19, 20 90:10,17,19,20 91:14,16,22 93:12, 25 94:3,10 96:7 97:2,8 98:18 99:10, 14 100:9,11,12,20 101:11 103:21,22, 23 104:2 108:15 109:18,25 110:2,16 111:19 113:6,7,8, 12,13,14 114:21 116:10 117:8 118:5,14,21 120:3, 22 121:2,4 123:11 124:21 125:15,16, 21,24 126:2,5 127:5 128:14,16 129:2,3,4,6 130:7, 11,13 132:12,13 136:5,8 137:5 141:13,19,24,25 144:24 145:2 150:11,16 151:21 154:7 156:21 157:7,16 158:2,4, 15 159:24 161:16 163:16 167:23,25 168:8,20,22,23 169:2,3,5,6,9,10, 13,17,21,24 170:1, 25 171:1,3,4,7 173:8,10,11,19,24 177:1,6,7 178:1,6, 8,9 180:4,18 181:18 182:23,24 183:23 185:4,5 186:23 187:2,3,22, 23 188:9 189:2,4, 16,20 194:14 196:23 197:4,10 199:5 200:13,14 201:12 202:24 206:4 208:19 209:1,3 210:6 211:3 212:1,5,13 213:12 216:6 217:6 218:12,25 219:4,7, 8,11,19 220:21 221:17,20,21 222:15 223:3,4,6 224:22,24 226:14, 15,21 227:2,4,11

wouldn't 12:8,15 31:9 37:6,7 54:22 57:3 58:19 62:11 68:19 74:3,16,19, 23 75:14 90:8 91:4 94:12 109:9,21 117:21 121:19 128:1 129:1,8 150:23 172:21 173:11,13 176:2 178:12 185:10 190:3 213:12 214:19 218:3,4,25 219:4,5,6,10,17,18, 20 220:20,21 221:16,24 222:13, 15,16

writing 44:24

written 87:2,14 88:1,4 184:5 220:1, 2

wrong 16:11 60:20 90:13 96:11 108:18 129:22 131:2

wrote 87:11 201:19

Y

y'all 28:11,16 38:23 80:4,16 98:10 117:20 119:24 130:21 134:7 142:19 144:8 146:19,20 148:13, 14,15 150:20 173:17 178:20 179:1 180:12,19 183:7,8 185:17 190:16 204:5 218:11

Y'all's 217:3,5

yard 180:5

yards 39:4

yeah 10:21 11:9,12 13:13,17,20 16:15 17:14 19:11 22:22 25:15,21 26:22,23 28:14 29:3 30:13 33:16 34:14,18,21 35:1,3 37:1,2,5,10 38:10,12 39:11,17 40:16 41:2,14 45:7 46:8,16 47:25 48:24 49:3 50:12, 22 51:17 52:8,23, 25 53:1,21 54:17 60:9 61:13 62:8,25 63:22 65:18 66:16 67:1,20 68:1,11,14, 18,19 69:8,9,12 70:4 72:7,9,25 74:6 75:9 76:3,10 77:2 78:1,4,10 79:1 81:16 83:11,16,19 84:3,25 85:10,19, 24 86:11 87:19 88:12 91:7,9 92:14, 25 93:19 96:13 97:8,20 98:3,5 99:8,23 100:13 101:15 102:1 103:16,24 105:9, 15,19,25 107:23,25 108:22 109:18 110:16,24 111:1,7 112:19 113:17 114:17 116:8,12, 18,24 117:23,24 118:11 120:5

122:4,25 123:2,6, 17 124:20 126:10 127:11 128:12 130:13 131:25 132:4,11 133:12,17 134:9,14 136:5,8 137:5,10 139:14 142:14,16 143:1, 12,18 144:15 145:20 146:1,15 148:7 149:11 150:23 151:8,12 153:1,11,12 157:4, 24,25 158:8 160:23 161:10 162:23 163:1,7,23 165:3,8, 13 166:2 167:5,23 170:3,13,19 171:3, 25 172:18,20,21 173:2,7,10,21,25 174:9,20 175:1,5, 20 178:5 179:3 181:18 184:10,12, 23 185:4 186:6 187:10,16 192:7,17 195:12 198:19 200:13 201:12 203:16 205:23,25 206:1 210:7,22 211:3,17 212:1,7 214:5,13,23,25 215:22,24 216:5,16 217:13 223:13 224:3,9,13 225:4

year 17:19 24:14 31:4 72:18 113:18 132:7 153:13 168:9 170:2 171:22 173:23 212:2

years 23:16 25:18 26:7 29:20 32:14, 16 79:9,15,22,23 81:8 144:12 149:3, 10 173:15

yep 17:25 22:22 28:1 32:24 111:14 121:9,16 144:21 154:13 175:9 195:12 205:8

yes 6:23 8:5 15:17 18:2 19:2 45:5,10 52:18 54:9,10 61:1 65:13,18 66:16 77:18 81:8 86:9 94:8 101:7 104:23 107:22 109:9 111:7 119:6,7,23 127:4 134:20 145:4 148:21 161:2,13 171:9,16 175:21 176:23 177:16 178:12 184:18,24 185:6 193:10 195:7 198:3,17,19 199:5 200:13,15,23 204:3,19 205:2,6, 11 209:3 210:14 213:16 216:9 217:18 227:5

yet 64:19 176:12 184:6

you 6:15,17,18,22 8:3,12,14,18,19,20, 24 9:4,5,6,8,11,14, 15,21,25 10:3,4,8, 10,11,14,15,20,22, 25 11:6,10,11,20 12:3,4,7,8,11,14, 20,21,23 13:2,3,7, 8,14,15,19,24 14:15 15:4,10,18, 21 16:5,10,16,24 17:1,3,15,20,23 18:3,4,5,6,8,18 19:3,6,10,14,17 20:5,12,13,14,15, 25 21:2,9,15,21,23, 25 22:10,23,24 23:2 24:8,9,17,20 25:2,17 26:4,6,8, 11,24 28:1,4,8,12, 13,19,20,21 29:4,5, 11,12,18,21,22 30:10,15,19,21,23 31:5,8,12,15 32:18, 19,21,22,25 33:3,7, 19 34:12,15,18 35:2,4,5,6,16,17, 18,21 36:2,5,9,11, 12 37:14,16,18,19, 21 38:4,13,23,24, 25 39:2,8,10,20,21, 25 40:2,4,5,6,11, 13,21,24 41:3,6,7, 16,17,20,21 42:1,2, 6,10,12,15,17,19 43:5,6,8,10,17 44:1,3,4,7,19,21, 23,25 45:3,8,11,14, 21 46:2,4,6,9,14, 18,22,24,25 47:1,4, 14,24 48:2,3,4,5,6, 7,15,18,22 49:1,4, 7,10,12,23 50:1,5, 6,7,8,10,14,16,17, 25 51:2,7,9,10,18, 20,21 52:4,9,11,12, 20 53:2,6,7,15,16, 17,19,22,25 54:2,3, 6,11,12,13,15,16, 20,24 55:3,8 56:12, 21 57:3,21,22 58:2, 5,8,11 59:12,13,14, 18,21,24 60:2,6,8, 10,12,17,22 61:2,4, 5,8,11,14,15,17,19, 20,21,23,25 62:1,3, 6,7,10,23 63:1,2,3, 6,15,17 64:4,7,10, 11,18,20 65:20,25 66:3,8,14 67:10,13, 14,16,17,19,22 68:3,6,7,12,13,16, 19,23,24 69:2,4,5, 10,16,18,21,22,23, 24 70:2,4,5,6,10, 12,14,15,16 71:6, 14,16,19,20 72:2,4, 5,15,20,22 73:11, 18,21 74:8,11 75:8, 14,16,23 76:1,4,17, 21 77:8,9,11,20,24, 25 78:7,13,24,25 79:1,3,19 80:12 81:13 82:11,18,19, 20,24 83:4,10,13, 15 84:1,6,14,21,24 85:4,6,8,20,22,25 86:1,4,6,12,14,22, 23 87:11 88:4,16 89:8,12,18,20,21, 22 90:5,11,22,24 91:1,9,13,14,17,18 92:6,13,23 93:4,14, 15,20,25 94:3,9,13, 15,16,20 95:5,9 96:1,11,15,20,23, 25 97:19 98:1,4,6, 24 99:12,15 100:6, 8,11,24 102:20,23 103:15,18,24,25 104:2,3,12,15 105:18 106:14,17, 18,19 107:17 108:8,16,20 109:10,25 110:6,9, 11 111:13 112:7,9, 10,12,22,23,24 113:1,2,4,20 114:1, 2,3,10,16,18,19,20 115:8,10,21 116:4, 21,23 117:10,12, 13,21,25 118:1,7,8, 13,17,19,21,25 119:9,12,16,17 120:1,5,6,7 121:5, 6,13,15,17,18,19, 20,25 122:1,4,8,9,

13,19 123:7,11,15, 18,23 124:2,12 125:11 126:1 127:1,5,6,9,16,19, 25 128:1,3,8,16 129:4,17,25 130:2, 7,11,23,24 131:2,8, 9,13,22,24 132:3, 14,16,18 133:10, 11,13,19,25 134:6 135:14,15,19,20 136:3,12,15,20 137:8,10,12,22,25 138:1,3,8,12,15,19, 20,24 139:2,3,5,6, 7,15,18,19,20,21 140:9,19,24 141:5, 6,8,9,11,12,14,16, 17,25 142:22 143:9,20,22,23,24 144:3,6,9,11 145:1, 10,13,24 146:1,24 147:2,3,13,14,17, 18,21,25 148:4,12, 16 149:2,4,5,7,12 150:12,23,25 151:6,12,15,16,18, 20,21,25 152:17, 20,24 153:2,7,9 155:3,16 156:9,15, 16,19,20,21 157:1, 7,11,13,17,20 158:5,6,16,17,19, 22,25 159:3,8,14, 15,22 160:8,10,13, 18,24 161:9,12,14, 23 162:16,18,21 163:2,4,8,19,25 164:6,11,18,22,23 165:2,9,11,18,20, 23,24 166:2,21 167:1,6,10,11,13, 19,21 168:2,3,14, 18 169:17 170:1,4, 5,9,10,15,17,22,23 171:17,18 172:7,8, 9,11 173:11,18,23, 24 174:3,4,7,12,15, 22,23,24 175:10, 23,25 176:1,3,4,5, 20 177:13,17,22 178:1,3,4,6,9,13,15 179:1,4,8,11,14,17 180:16,25 181:9, 16,17,20,23 182:4, 17,20 183:1,3,6 184:3,6,22 185:3, 14,15,16 186:8,10, 24 187:3,24,25 188:4,18 189:11, 18,19 190:11,12, 17,24 191:4,16,19, 22 192:10,13,19 193:1,2,11,15,20, 23 194:1,4,7,10,14, 16,21 195:8,10,21 196:13,16 198:4,7, 12,13 199:10,15, 20,21,22,24 200:3, 7,11,24 201:2,3,9, 10,14,21,22,24 202:13,18 203:22 204:1,4,10,16,20, 21 205:12,16,19 206:3,7,18,19 208:16,17 209:4, 15,18,21 210:17 211:5,10,18 212:12 213:1,4,8,9,11,12, 13 214:6,11,14,18 215:3,6,11,16,18, 25 216:25 217:7, 12,25 218:2,18,20, 21 219:3,4,5,13,17, 18,19,20,23 220:1, 10,16,20,21,25 221:16,17,19,20, 21,25 222:6,8,13, 15 223:20,25 224:5,18 225:6,13, 18,19,20,21 226:1, 7,9,11,20,21,25 227:2,3,4,6,12 228:1

you'd 100:22,23 129:4 151:3,16 176:15 210:6

you'll 78:6

you're 9:7,10,17 13:12 16:21 25:10 31:10 36:18 37:21 43:12 47:16,19 48:1 49:12 59:15 60:3,11,13,14 67:19 68:7 70:6,7, 18,25 74:8 75:2 76:15 78:1,5,6,18, 22,23,24 87:4 89:3, 4 92:8 94:20 98:4 100:13 108:17 112:3,4,13,17 115:10 117:12 118:8 119:12,13,15 121:11 127:1 128:2 129:8 143:16,19 145:18 146:18,21 150:2 151:10 153:4 154:22 155:8,14 156:10,12 159:10 161:5 165:24 173:17 175:22 180:22 182:3 183:14,20 185:11 186:16 196:5 202:7,14,19 203:9

you've 9:2 19:13 59:16 61:4 79:4 96:3,4 112:5,6 113:1 143:13 148:22 149:9 154:20 155:9 157:22 166:13 172:13 204:11 205:24

your 6:10,14,15,17 8:24 9:11,20,22 10:15,23 11:1,7,10 12:3,4 13:7,15 15:23 16:10,11 18:3 19:24 21:22 22:9,21 24:8 26:8 30:14,22 33:3 36:1, 14,15,16 39:14 40:14,23 41:1 42:21 43:19 44:21, 22 45:19,21,22 46:11,22 47:2 50:19 53:20,24 54:2,3,4,21 56:21, 22 58:14 59:14,17 60:12,18,19 61:3 62:2,24 63:1,6,23 64:20 65:10 66:9, 12,15,18 68:5,20 69:21 70:2,10 71:1, 17,18,23 73:25 75:20 79:20 80:15 83:2 85:17 86:23 88:11,13,16,17 89:3 90:2 91:2,13 94:15 96:4,7 97:18 104:3,7 106:19 110:6,7 111:11,12 113:20 116:6,13,21 120:8 121:22 122:13,24 123:5,8 124:5 128:4,7,19 132:19 134:17 143:9 144:5 145:5, 6,10,16 149:4 154:22 155:10 157:12,21,22 159:4,6 165:18 166:5 170:4,10 175:16 177:10 182:3,5,9,19 183:10,19 184:25

185:13,25 189:25
195:21 196:2 198:2
199:6 200:16,17
202:23 203:4,7
204:20,24 206:8
210:21 212:23
221:9 223:1 224:20
225:1

Z

zero 63:24 64:23

ZOOM 4:8

Deposition of:

James M. Clements

April 22, 2021

In the Matter of:

Balfour, Beatty v. Library Associates

Veritext Legal Solutions
800.743.DEPO (3376) | Calendar-carolinas@veritext.com |
www.veritext.com

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON
BALFOUR BEATTY CONSTRUCTION, LLC,
Plaintiff,
vs. CASE NO. 2019-CP-10-01108
LIBRARY ASSOCIATES, LLC; AND METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION,

Defendants.

LIBRARY ASSOCIATES, LLC,

Third-Party Plaintiff,

vs.

LITHKO CONTRACTING, LLC, GUY M. BEATY, INC., BERNARD MMC, LLC, GULF STREAM CONSTRUCTION COMPANY, INC., PRECISION WALLS, INC., PALMETTO AUTOMATIC SPRINKLER COMPANY, INC., COOK & BOARDMAN, LLC, 1st CHOICE GLASS, INC., STRONG TOWER CONSTRUCTION, LLC d/b/a KOCH CORPORATION, WATSON ELECTRICAL CONSTRUCTION CO., LLC, TRIMARK FOODCRAFT, LLC, PLEASANT PLACES, INC., DAVID ALLEN COMPANY, INC., PREMIER EXTERIORS, LLC, ROBERT THOMAS IRON DESIGN, LLC, WARCO CONSTRUCTION, INC., OLD NORTH STATE MASONRY, LLC, TOM ROCHESTER & ASSOCIATES d/b/a SOUTHEASTERN ARCHITECTURAL SYSTEMS, FORTON COMPANY, LLC, LOWCOUNTRY CASE & MILLWORK, INC., QUANTUM COATINGS, LLC, BALFOUR BEATTY CONSTRUCTION GROUP, INC.

Third-Party Defendants.

DEPOSITION OF: JAMES M. CLEMENTS
DATE: April 22, 2021
TIME: 10:16 AM

LOCATION: Parker Poe Adams & Bernstein, LLP
200 Meeting Street, Suite 301
Charleston, SC

TAKEN BY: Counsel for the Plaintiff
REPORTED BY: TERRI L. BRUSSEAU

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF AND THIRD-PARTY DEFENDANT BALFOUR BEATTY CONSTRUCTION, LLC:

PARKER POE ADAMS & BERNSTEIN, LLP
BY: THOMAS C. HILDEBRAND, JR.
200 Meeting Street, Suite 301
Charleston, SC 29401
(843) 727-2650
tomhildebrand@parkerpoe.com

ATTORNEYS FOR THE DEFENDANT AND THIRD-PARTY PLAINTIFF LIBRARY ASSOCIATES, LLC:

BUNDY McDONALD, LLC
BY: WALTER H. BUNDY, JR.
(VIA TELEPHONE)
M. BRENT McDONALD
(APPEARING VIA VIRTUAL ZOOM)
1516 Old Trolley Road, 2nd Floor
Summerville, SC 29485-8209
(843) 492-4134
walter@bundymcdonald.com
brent@bundymcdonald.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANTS OLD NORTH STATE MASONRY, LLC, LITHKO CONTRACTING, LLC and WATSON ELECTRICAL CONSTRUCTION CO., LLC:

SMITH TERRY JOHNSON & WINDLE
BY: DON R. TERRY
(APPEARING VIA VIRTUAL ZOOM)
150 Milestone Way, Suite C
Greenville, SC 29615
(864) 520-4847
dterry@smithterrylaw.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT
PLEASANT PLACES, INC.:

ROBERTSON HOLLINGSWORTH
MANOS & RAHN, LLC
BY: MICHAEL E. WRIGHT
(APPEARING VIA VIRTUAL ZOOM)
550 King Street, Suite 300
Charleston, SC 29403
(843) 723-6470
mew@roblaw.net

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT
GULF STREAM CONSTRUCTION COMPANY, INC.:

WALKER GRESSETTE FREEMAN & LINTON, LLC
BY: IAN W. FREEMAN
(VIA TELEPHONE)
66 Hasell Street
Charleston, SC 29401
(843) 727-2200
freeman@wgfllaw.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT
BERNHARD MCC, LLC:
WALKER GRESSETTE FREEMAN & LINTON, LLC
BY: JOHN LINTON, JR.
(APPEARING VIA VIRTUAL ZOOM)
66 Hasell Street
Charleston, SC 29401
(843) 727-2200
linton@wgfllaw.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT
LOWCOUNTRY CASE & MILLWORK, INC.:

EPTING & RANNIK, LLC
BY: JAAN G. RANNIK
(APPEARING VIA VIRTUAL ZOOM)
46-A State Street
Charleston, SC 29401
(843) 377-1871
jgr@epting-law.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT QUANTUM COATINGS, LLC:

THURMOND KIRCHNER & TIMBES, PA
BY: MICHAEL A. TIMBES
(APPEARING VIA VIRTUAL ZOOM)
15 Middle Atlantic Wharf
Charleston, SC 29401
(843) 937-8000
michael@tktlawyers.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT COOK & BOARDMAN, LLC:
POYNER SPRUILL, LLP
BY: SARAH L. DIFRANCO
(APPEARING VIA VIRTUAL ZOOM)
301 South College Street, Suite 2900
Charlotte, NC 28202
(704) 342-5250
sdifranco@poynerspruill.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANT STRONG TOWER CONSTRUCTION, LLC d/b/a KOCH CORPORATION:
SMITH CLOSSER WHEELER, PA
BY: SAMUEL M. WHEELER
(APPEARING VIA VIRTUAL ZOOM)
7455 Cross County Road
North Charleston, SC 29418
(843) 760-0220
swheeler@scnlaw.com

ALSO PRESENT:
Kim Brown, Library Associates, LLC
(Via Telephone)

(INDEX AT REAR OF TRANSCRIPT)

existed then in the hotel for Library Associates' use in I assume dealing with Balfour Beatty?

A. That's what I recall.

Q. Okay. And then later that changed to CPI performing work for compensation to perform what it identified as defects?

A. Yes.

Q. And I think you just confirmed for me in your prior testimony that in conducting their review of deficiencies that they identified in the walls, they should have not -- they should not have been using flashlights, is that correct?

A. Oh, no, not at all. That was agreed from the very beginning.

Q. Okay. And that never changed, right?

A. Not to my knowledge. Certainly not on my watch. I would never, ever allow that.

Q. Do you know whether that occurred?

A. I know that the first time that Barbara Dimatteo came out to inspect the mockups on three, she had a flashlight, and it was at that walk-through with the architect and Balfour Beatty that we discussed the -- that they would not be used. And it was actually minuted because there were minutes formed after that initial mockup

inspection.

Q. And subsequent to that you're not aware that that had ever changed?

A. No, I am not aware of it at all.

MR. TIMBES: Okay. Mr. Clements, I think that wraps up all the questions I have. Thank you for your time today.

THE WITNESS: Thank you.

EXAMINATION

BY MR. WHEELER:

Q. Mr. Clements, can you hear me all right?

A. I can.

Q. Perfect. My name is Sam Wheeler. I represent Strong Tower Construction, LLC doing business as Koch Corporation. I think in your previous testimony you said you were familiar with that company?

A. I am.

Q. Okay. I'm going to refer to them as Koch Corporation or Koch Company. That's how you know them?

A. Yes, sir.

Q. Okay. Can you give me just in your own kind of words what exactly are the areas in which

you are offering expert opinions in this case?

A. Pre-construction, change orders, schedule, BIM, mockups, exterior, interior. Schedule, of course, is inclusive of exterior elevator structure. Staffing and, as we're discussing, punch.

Q. Okay. And qualified by a court -- you were probably already asked this, but have you ever been qualified by a court or arbitrator to testify as an expert in any of those areas?

A. No.

Q. Okay. Within any of those areas do you have an opinion as to the quality of Koch's work?

A. I think I testified previously that I only had the highest regard for Koch. I don't recall -- the only issue we ever had with the storefront or storefront doors was on the patio, and we found that we were missing weatherstripping that was letting rain blow through those patio doors, but Koch fixed that. Koch replaced metal fascia on the storefront that was -- got a little bit butchered up during an installation, but, you know, I really don't have any -- or recall any negatives with the company or the installation. I would have nothing to testify, if that's what

In the Matter Of:

South Carolina v Library Associates

Kimberly B. Brown

April 28, 2021

IST REPORTING

934 Glenwood Ave SE
Suite 250
Atlanta, GA 30316
855.478.7376

STATE OF SOUTH CAROLINA		COURT OF COMMON PLEAS
COUNTY OF CHARLESTON		9TH JUDICIAL CIRCUIT
BALFOUR BEATTY CONSTRUCTION, Plaintiff, vs. LIBRARY ASSOCIATES, LLC, and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, Defendants.	:	CASE NO. 2019-CP-10-01108

(Caption Continues on Page 2)

30(b)(6) DEPOSITION OF LIBRARY ASSOCIATES, INC., through its designated representative,
KIMBERLY BENNETT BROWN
VOLUME 1 OF 2

DATE TAKEN:	Wednesday, April 28, 2021
TIME BEGAN:	9:35 a.m.
TIME ADJOURNED:	4:58 p.m.
LOCATION:	Bundy McDonald, LLC 1516 Old Trolley Road, 2nd Floor Summerville, South Carolina
REPORTED BY:	Marie H. Bruegger, RPR, CRR

(Caption Continued)

LIBRARY ASSOCIATES, INC.,

Third-Party Plaintiff,

vs.

LITHKO CONTRACTING, LLC, GUY M. BEATY, INC., BERNHARD MMC, LLC, GULF STREAM CONSTRUCTION COMPANY, INC., PRECISION WALLS, INC., PALMETTO AUTOMATIC SPRINKLER COMPANY, INC., COOK & BOARDMAN, LLC, STRONG TOWER CONSTRUCTION, LLC, d/b/a KOCH CORPORATION, WATSON ELECTRICAL CONSTRUCTION, CO., LLC, TRIMARK FOODCRAFT, LLC, PLEASANT PLACES, INC., DAVID ALLEN COMPANY, INC., PREMIER EXTERIORS, LLC, WARCO CONSTRUCTION, INC., OLD NORTH STATE MASONRY, LLC, TOM ROCHESTER & ASSOCIATES, d/b/a SOUTHEASTERN ARCHITECTURAL SYSTEMS, FORTON COMPANY, LLC, LOWCOUNTRY CASE & MILLWORK, INC., QUANTUM COATINGS, LLC, and BALFOUR BEATTY CONSTRUCTION GROUP, INC.,

Third-Party Defendants.

APPEARANCES:

REPRESENTING THE PLAINTIFF BALFOUR BEATTY CONSTRUCTION, LLC and THIRD-PARTY DEFENDANT BALFOUR BEATTY CONSTRUCTION GROUP, INC.:

PARKER, POE, ADAMS & BERNSTEIN, LLP
BY: THOMAS C. HILDEBRAND, JR.
200 Meeting Street, Suite 301
Charleston, SC 29401
(843)727-2650
tomhildebrand@parkerpoe.com

REPRESENTING THE DEFENDANT LIBRARY ASSOCIATES, LLC:

BUNDY MCDONALD, LLC
BY: M. BRENT MCDONALD
BY: WALTER H. BUNDY, JR.
(Appearing Remotely)
1516 Old Trolley Road, Second Floor
Summerville, SC 29485
(843)212-0525
brent@bundymcdonald.com
walter@bundymcdonald.com

REPRESENTING THE DEFENDANT METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION:

BUIST, BYARS & TAYLOR, LLC
BY: G. HAMLIN O'KELLEY, III
(Appearing Remotely)
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
(843)856-4488
hamlin.okelley@buistbyars.com

REPRESENTING THE THIRD-PARTY DEFENDANTS LITHKO CONTRACTING, LLC, f/k/a LITHKO CONTRACTING, INC., WATSON ELECTRICAL CONSTRUCTION CO., LLC, and OLD NORTH STATE MASONRY:

SMITH, TERRY & JOHNSON
BY: DON R. TERRY
150 Milestone Way, Suite C
Greenville, SC 29615
(864)520-4847

APPEARANCES CONTINUED:

REPRESENTING THE THIRD-PARTY DEFENDANTS LITHKO CONTRACTING, LLC, f/k/a LITHKO CONTRACTING, INC., WATSON ELECTRICAL CONSTRUCTION CO., LLC, and OLD NORTH STATE MASONRY:

SMITH, TERRY & JOHNSON
BY: STEELE B. WINDLE, III
(Appearing Remotely)
11525 North Community House Road
Suite 425
Charlotte, NC 28277
(704)944-3244
awindle@smithterrylaw.com

REPRESENTING THE THIRD-PARTY DEFENDANT BERNHARD MMC, LLC:

WALKER, GRESSETTE, FREEMAN & LINTON
BY: JOHN P. LINTON, JR.
BY: JENNIFER IVEY
(Appearing Remotely)
66 Hasell Street
Charleston, SC 29401
(843)727-2200
linton@wgfllaw.com
jivey@wgfllaw.com

BERNHARD MMC, LLC
BY: TERRELL JORDAN
(Appearing Remotely)
315 Highland Creek Parkway
Baton Rouge, LA 70808
(318)347-9536
tjordan@bernhard.com

BERNHARD MMC, LLC
BY: JODI BAUER LOUP
(Appearing Remotely)
8555 United Plaza Boulevard, Suite 201
Baton Rouge, LA 70809
(225)706-9286
jloup@bernhard.com

APPEARANCES CONTINUED:

REPRESENTING THE THIRD-PARTY DEFENDANT GULF STREAM CONSTRUCTION COMPANY, INC.:

WALKER, GRESSETTE, FREEMAN & LINTON
BY: IAN W. FREEMAN
(Appearing Remotely)
66 Hasell Street
Charleston, SC 29401
(843)727-2200
freeman@wgfllaw.com

REPRESENTING THE THIRD-PARTY DEFENDANT COOK & BOARDMAN, LLC:

POYNER SPRUILL
BY: SARAH DIFRANCO
(Appearing Remotely)
301 South College Street, Suite 2900
Charlotte, NC 28202
(704)342-5250
sdifranco@poynerspruill.com

REPRESENTING THE THIRD-PARTY DEFENDANT STRONG TOWER CONSTRUCTION, LLC d/b/a KOCH CORPORATION:

SMITH|CLOSSER|WHEELER
BY: SAMUEL M. WHEELER
(Appearing Remotely)
7455 Cross County Road, Suite 1
Charleston, SC 29418
(843)760-0220
swheeler@schlaw.com

REPRESENTING THE THIRD-PARTY DEFENDANT PLEASANT PLACES, INC.:

ROBERTSON, HOLLINGSWORTH, MANOS & RAHN
BY: MICHAEL E. WRIGHT
(Appearing Remotely)
550 King Street, Suite 300
Charleston, SC 29401
(843)723-6470
mew@roblaw.net

APPEARANCES CONTINUED:

REPRESENTING THE THIRD-PARTY DEFENDANT LOWCOUNTRY CASE & MILLWORK, INC.:

ANDREW K. EPTING, JR., LLC
BY: JAAN G. RANNIK
(Appearing Remotely)
46A State Street
Charleston, SC 29401
(843)377-1871
jgr@epting-law.com

REPRESENTING THE THIRD-PARTY DEFENDANT QUANTUM COATINGS, LLC:

THURMOND, KIRCHNER & TIMBES
BY: MICHAEL A. TIMBES
(Appearing Remotely)
BY: SARAH D. BAUM
(Appearing Remotely)
15 Mid-Atlantic Wharf, Suite 101
Charleston, SC 29401
(843)937-8000
michael@tktlawyers.com
sarah@tktlawyers.com

- - -

I N D E X

PAGE

EXAMINATION:
By Mr. Terry.....9
By Mr. Linton.....132
By Mr. Windle.....163
Certificate of Reporter.....186

INDEX OF EXHIBITS

PAGE

Exhibit 1 Second Amended Notice of 30(b)(6) Deposition of Library Associates, LLC.....10
Exhibit 2 Lithko Contracting Subcontract.....40
Exhibit 3 Watson Electrical Construction Company Subcontract.....40
Exhibit 4 Second Amended Notice of 30(b)(6) Deposition of Library Associates, LLC with Notes.....41
Exhibit 5 Handwritten Notes.....42
Exhibit 6 Request for Change Order 008R1.....44
Exhibit 7 Spreadsheet of Excerpts from Balfour Beatty Daily Logs.....48
Exhibit 8 Notebook.....49

PAGE

Exhibit 9 Notice and Certificate of Mechanic's Lien by Watson.....60

Exhibit 10 Answer and Counterclaims of Library to the Second Amended Complaint of Balfour and Third-Party Complaint.....71

Exhibit 11 Request for Change Order 113.....114

Exhibit 12 Request for Change Order 262.....120

Exhibit 13 8/8/16 Letter to Kim Brown from Tim Spano.....125

Exhibit 14 4/2/18 Email from Nick Starcevic...128

Exhibit 15 Bernhard MCC's Cross-Notice of 30(b)(6) Deposition of Library.....133

Exhibit 16 Subcontract with MCC Mechanical of the Carolinas.....133

Exhibit 17 Library's Answers to Plaintiff's First Set of Interrogatories.....133

Exhibit 18 Library's Answers to Bernhard MCC's Supplemental Interrogatories.....153

Exhibit 19 Applications for Payment.....172

Exhibit 20 Portion of Contract.....172

- - -

KIMBERLY BENNETT BROWN

being first duly sworn, testified as follows:

EXAMINATION

BY MR. TERRY:

Q Good morning, Ms. Brown. I'm Don Terry, we met at your deposition before, and I represent Watson Electrical Construction, Old North State Masonry, and Lithko Contracting, together with my partner, Al Windle. I will ask you questions related to Watson, and Al will ask questions related to Old North State and Lithko.

A Okay.

Q I'll go over the same instructions we went through last time. It's not an endurance contest. If you need to take a break, let me know. I may ask that you finish the question on the table or the next follow-up question. Is that fair?

A Fair.

Q Once the -- now that the deposition has started, you are not allowed to talk to anyone until the deposition is complete, other than those asking you questions.

And if you have any questions, please ask me, and I'll try to answer those questions. If you --

A I do have one question.
Q Sure.
A Not talk to anybody regarding any of the matters related to this deposition and the case. I can talk to other people regarding other matters that I have going on at the office, correct?
Q Yes, ma'am.
A Yes.
Q If you answer my question, then I will assume you understood it. Is that fair?
A Fair.
Q And if I ask you a question you don't understand or didn't hear, please ask me to rephrase it, and I'll do that or repeat it. Is that fair?
A Fair.
Q We're here today for the Rule 30(b)(6) deposition of Library Associates.
(Exhibit 1, Second Amended Notice of 30(b)(6) Deposition of Library Associates, LLC, was marked for identification.)
BY MR. TERRY:
Q And I'm going to hand you what I have marked as Exhibit Number 1. If you'll take a look

at Number 1 and tell me if you've seen this document before?

MR. HILDEBRAND: Don, would you mind speaking up just a little bit? This room is so big that I can't hear y'all that well. My hearing's not that --

MR. TERRY: I'll try.

MR. HILDEBRAND: Thanks.

THE WITNESS: Yes, I have seen that document.

BY MR. TERRY:

Q And on Exhibit Number 1, there are 43 topics listed.

And to back up a bit, has your attorney explained to you a Rule 30(b)(6) deposition?

A I understand what a 30(b)(6) is. He has not explained it to me, so if you'd like to explain it to me now, I'd appreciate it.

Q Sure. Very simply, the rules of procedure allow a party to take the deposition of a corporation, in this case Library Associates, LLC. Library Associates obviously is not an individual, therefore, Library Associates can't speak, and so the rules allow us to notice the deposition and then require Library Associates to designate

someone to answer questions about the topics stated on that notice.

Are you the person who has been designated to answer questions for Library Associates?

A I am.

Q And are there any topics on Exhibit Number 1 that you are not the person that has been designated for Library Associates?

A No.

Q What did you do to prepare for today's deposition?

A I reviewed documents. I reviewed the Balfour Beatty contract. I reviewed some of the subcontractor contracts. I reviewed pay apps. I reviewed Balfour Beatty daily reports. I reviewed our responses to the interrogatories that Balfour Beatty and the other subs have sent to Library Associates.

Q You started out by saying you reviewed documents, and you listed a bunch of documents. Did you review any other documents that you haven't specifically listed?

A I reviewed emails.

Q What, if any, specific emails did you

review?

A We have thousands of emails on this case. I can't give you any specific emails, but I reviewed emails.

Q When you were reviewing emails, were you looking at emails related to specific topics, other than generally the project?

A I reviewed emails as it related to pay applications. I reviewed emails as it related to some of the punch list questions that have been asked in previous depositions to other parties in this case that I have listened to, and just in general, my other emails as it related to this case.

Q Other than your attorney, did you talk to anyone to prepare for today's deposition?

A I had conversations with Jim Clements. I had conversation -- one conversation with Jennifer Faulkinberry.

Q What did you talk to Jim Clements about?

A If you could be more specific. We just had general conversations about the questions in this case and the questions that were proposed in the 30(b)(6) notices.

Q In this Exhibit Number 1, which topics

did you talk to Jim Clements about?

A We just had general conversation regarding Item 10, Item 23, 31, 42.

Q Any others?

A I think that's it.

Q How many times did you talk to Mr. Clements?

A We have a weekly call.

Q Do you talk to him every week?

A There may be a few weeks that we didn't have a call.

Q When did you talk to Jennifer Faulkinberry as it relates to preparation for this deposition?

A It was probably two weeks ago.

Q What did you discuss with Jennifer?

A Specifically, Pay App 44 and confirming that it was never certified.

Q Did you discuss anything else with Ms. Faulkinberry?

A Not that I can recall.

Q As it relates to Pay App 44, did you have any other conversations with Ms. Faulkinberry, other than confirming that the pay application was never certified?

A She told me the reason why it was not certified.

Q What was the reason?

A She reminded me that when she received the pay app, the numbers did not add up, the backup did not add up from what the sub submitted to what Balfour Beatty had submitted, and she had requested additional information from Balfour Beatty which she never received.

Q Did she explain -- or do you know whether the backup provided by the subcontractors was requesting more money than Balfour had billed Library Associates for?

A No. In fact, the backup was less money than Balfour had billed Library Associates for.

Q Today as I -- as we talk about the Hotel Bennett construction project, if I call it "project," is that fine with you?

A Yes.

Q You'll understand that's what I'm talking about, I'm talking about the Hotel Bennett construction project?

A Yes.

Q Let's go back to your conversations with Mr. Clements as it relates to Topic 10,

communications between Library and Balfour Beatty Construction related to delays to the construction of the Hotel Bennett located in Charleston, South Carolina. What did you discuss with Mr. Clements?

A We've had many discussions. If you can ask me a specific question, I can answer it, but there's many, many discussions.

Q In preparation for today's deposition, what did you discuss with Mr. Clements relating to delays to construction of the Hotel Bennett project?

A Like I said, we had many, many discussions that I don't recall every one. If you can ask me a specific question on a specific topic, then I could perhaps answer the question.

Q Did you talk to Mr. Clements this week?

A No.

Q Did you talk to Mr. Clements last week in preparation for today's deposition?

A I don't recollect a call last week because I know he was preparing for his deposition.

Q Did you talk to Mr. Clements two weeks ago in preparation for today's deposition?

A I believe we had a call two weeks ago, yes.

Q Was there agendas for the phone calls?

A We had -- probably two weeks ago, we were discussing the daily reports that were finally received.

Q What do you mean finally received?

A I believe our attorneys had been requesting the Balfour daily reports for some time. They were -- any access was removed from the Balfour Beatty Egnyte site, so we had no access to those daily reports. And I believe they were finally received approximately a month or so ago.

Q Other than the fact that you received the reports, did you have any conversations with Mr. Clements specifically about any information contained on the daily reports?

A Yes. So I believe, as Mr. Clements had noted in his deposition, myself, Jim, and Mr. McDonald each took a year, reviewed the daily reports. We discussed what we all found in the daily reports.

Q Is all of the information that you discussed on the exhibits that were included in Mr. Clements's deposition?

A I don't remember seeing the exhibits that were in Mr. Clements's deposition, so if you have

them here, I'd be more than happy to take a look at them.

Q In your call two weeks ago with Mr. Clements, did you discuss anything other than the daily reports?

A I believe it was just the daily reports at that time.

Q As it relates to Topic 10, were any of your other calls with Mr. Clements related to delays to the construction of the project?

A Not that I can recall.

Q On the year -- which year of the daily reports did you review?

A 2018 and 2019.

Q On the 2018 and 2019 daily reports, did you disagree with the truthfulness of any of the information included on those reports?

A The first month of January 2018 in the daily reports, our copies were for the most part illegible. I could not read most of them. January did have a lot of comments that I could not read. Then as the year went on, the information in the daily reports were very minimal. For example, there were no comments, no comments to any activities.

Q Thank you for that. My question is different than that. In your review of the daily reports, did you see anything that you disagreed with the statements that were included in the daily reports?

A Like I said, with January that I could not read, I cannot affirm to you today that I disagreed with anything in the daily reports, except for one item in the daily reports. And I will preface it by starting in October the 4th, the daily reports from October the 4th through October the 17th were exactly the same. All it listed was subs and the number of people on the job. It looked like someone had just changed the date. On each of those reports, it was exactly the same.

From October the 18th through the end of November, again, they were exactly the same. The number of people on the job they had just increased by four people, I believe it was four.

They also had a daily report for Thursday, November the 22nd, I believe that was, showing there was 52 people on the job that day. I don't believe that there was 52 people on the job that day.

Q Why do you believe that's not accurate?

A Because that was Thanksgiving Day.
Q Were you there on Thanksgiving?
A I was not there on Thanksgiving Day.
And then from December -- for the month of December, again, it was the exact same report for the end of the year.
Q Including Christmas Day?
A No. They didn't put Christmas Day in there.
Q Any other information on the daily reports you disagreed with?
A Not that I can recall.
Q To be clear, I'm not asking you to affirm everything in the daily reports is right. I just want to know if you saw something that you disagree with.
A Not that I can recall.
MR. HILDEBRAND: I'm sorry. Did she say what the year was on those reports she was referencing? Was that 2018?
THE WITNESS: 2018.
BY MR. TERRY:
Q Let's look at Topic 23, the critical path of the project schedule. What did you discuss with Mr. Clements about the critical path of the project

schedule in preparation for this deposition?

A We discussed that there were numerous requests for Balfour Beatty to provide a critical path schedule, they were responsible in the contract to provide that critical path schedule, and we did not have a critical path schedule.

Q I will represent to you I've seen what appear to be Primavera project schedules. Did you receive Primavera project schedules during the project?

A There were schedules that were provided. I don't know what a Primavera project schedule is. I'm sure that's some type of software. But I do recall seeing some schedules.

Q Why do you believe you did not receive a critical path project schedule?

A The schedules that I do recall were early on in the job. As the job was delayed, we had requested critical path schedules. I do recall reviewing RCOs with the team from Balfour Beatty and requesting critical path schedules for the RCOs that they had requested any time on at the time.

My response was always that the contract calls, if they want additional time, that they have to provide the critical path analysis to receive

any time extensions, and we never would receive that critical path analysis where they could prove that their request for change order would grant them additional time.

Q And so your assertion that you did not receive critical path schedules was based on the fact that they didn't -- that Balfour Beatty did not provide a critical path analysis when requesting additional time?

A And I also believe that every pay app is required to have an attached critical path schedule to the pay application, and the pay applications didn't -- did not have those critical path schedules as well.

Q Is there any other basis for your belief that Balfour Beatty did not provide a critical path schedule?

A No.

Q Do you understand that your answers to questions during this deposition bind Library Associates?

A Yes.

Q As it relates to the critical path of the project schedule, what else did you discuss with Mr. Clements in preparation for this deposition?

A I don't recall any specific conversations.

Q Topic 31, applications for payment Library received for the project, including whether Library paid the amounts shown on each application for payment, the date Library made payment, and if not paid in full, the amount paid and the reason full payment was not made, what did you discuss with Mr. Clements about that topic?

A We just had general discussions on Pay App 43 and 44.

Q What did you discuss with Mr. Clements about Pay App 43?

A The reasons why Pay App 43 was decertified by the architect and the reasons for the delay with -- the reasons -- the reasons for the delay in the nonpayment of Pay App 43.

Q What did you discuss as to why Pay App 43 was decertified?

A Pay App 43 was submitted on November 8th and certified by the architect on November 8th of 2018. A few days prior to that, we received notice that a subcontractor lien had been filed by Guy M. Beaty, who is a sub of BMCC.

As in all other liens prior to this point

where there were several subcontractor liens on the job, I would call Tim Spano, with Balfour Beatty, who was my contact and the project manager I believe at the time, and it was Balfour Beatty's responsibility to bond off those subcontractor liens so the bank could get clear title in order to fund the draw. I notified Mr. Spano, after I received a copy of the lien, that they needed to bond the lien off before I could submit the draw to the bank so the bank could get clear title.

There were some conversations/emails with Mr. Simonton stating that he did not -- could not find a copy of the lien and was questioning the lien and its validity. Then in December, of course, the lien was still there. Mr. Simonton -- I believe in the OAC minutes, they had stated that they were working on getting that lien bonded off.

That lien was not bonded off until two months later, January the 10th of 2019, at which time Mr. Simonton sent me an email stating please do not have the bank order the title until the following Monday, on January the 14th of 2019. We received -- I requested from the lender to order the title on two thousand -- on January 14th, 2014.

There is a process where they order the

title from the -- Womble Dixon, who was the real estate lawyers at the time holding the title. They requested the title. The title took two or three days to get the endorsement back to the lender. The lender received that on Thursday, funded the monies finally to me on late Friday, January the 17th.

On Monday, January the 21st, before the check had gone out to Balfour Beatty, we received a notice from the architect decertifying Pay App Number 43. I contacted the bank, and the bank had requested that I wire the funds back to them, and I wired the funds back to the bank on January 21st.

Q Why did the architect decertify Pay Application 43? Well, strike that.

What did you and Mr. Clements discuss about why the bank -- why the architect decertified Pay Application Number 43?

A We just had general discussions on the timeline.

Q To your knowledge, why did the architect decertify Pay Application Number 43?

A In an email from Jennifer Faulkinberry to Nick Starcevic, they decertified Pay App 43 due to the owner-furnished painting work, the invoices in

hand to remediate the work, and that -- she wrote that we recommend withholding funds from application for Pay App 43, 44, and future contract payment requests to offset these cost incurred to date as well as anticipated completion cost.

Q As it relates to Pay Application 44, what did you discuss with Mr. Clements in preparation for this deposition?

A I just confirmed that we had never received a certified Pay App Number 44 from the architect.

Q Did you ask the architect to certify Pay Application Number 44?

A I did not.

Q Did anyone from Library Associates ask the architect to certify Pay Application Number 44?

A Yes. Jim Clements requested that the architect certify Pay App 44 on January the 10th after we were notified that the bond was going to be put in place on the Guy M. Beaty lien to at that point allow Pay App Number 43 to be funded, and in anticipation of that, Jim Clements had requested that Jennifer -- in his words, if all is in order, then I assume Jennifer will forward to you probably this weekend or early next week the certified pay

app.

Q And is the reason, to your knowledge, that Jennifer did not certify Pay Application Number 44 the same reason that she decertified Pay Application 43?

A 44, she was still awaiting the information for Pay App 44 that did not match up for the subs compared to what Balfour Beatty had requested in Pay App 44, and then the additional information as we just spoke about and why she decertified 43.

Q Did you talk to Mr. Clements, in preparation for this deposition, about any other applications for payment that you received for the project?

A We may have had a brief conversation on 45, but I don't recall any specific information, just that they were trying to draw the balance of the retainage on 45 and that there was no sub backups to Pay App 45.

Q If Balfour Beatty had provided the subcontractor backup for Pay Application 44 and Jennifer Faulkinberry certified it, would you have paid Pay Application Number 44?

A Yes.

Q In full?

A Yes.

Q If Balfour Beatty had provided the sub backup for Pay App 45, would you have paid -- and Jennifer Faulkinberry certified it, would you have paid Pay App 45?

A At that point, I believe the liquidated damages were assessed, so they probably would not -- we probably would not have paid Pay App -- Pay App 45 would have been paid less the deductions of the liquidated damages.

Q And at that time, how much in liquidated damages would you have deducted?

A I believe the contract calls for $9,000 a day up to -- there's a little discrepancy. It's 95. 9,000 and $9,500 a day up to the contractors fee, which was approximately $1.45 million, a round number.

I would have had -- I had a question, because the contractor had had additional contractors fees that were put on every request for change order, and I would have sought advice to find out if those additional contractors fees increased that limit of the LDs that could have been assessed.

Q So as of the time that Balfour Beatty sent Pay Application 45, is it true that the most in liquidated damages you would have held was all of Balfour Beatty's fee on the base contract plus change orders?

A I believe at the time, yes.

Q Has something changed since then that would make the amount of the liquidated damages you would have withheld increase or decrease?

A I believe that the entering in of the joint prosecution, defense, and tolling agreement was in conflict with our agreement and contract with Balfour Beatty that would make that limit on liquidated damages be increased, that we would not just be entitled to the -- up to the contractor's date. We should be entitled to the full 500-plus days that Balfour Beatty was late in delivering the project.

Q I'm going to ask you questions about that specifically later, but is there anything that you're aware of in the contract between Balfour Beatty and Library Associates that changes the limitation on liquidated damages on the occurrence of some other event?

A Repeat the question.

Q Is there anything in the -- any term in the contract between Balfour Beatty and Library Associates that changes the limitation on liquidated damages on the occurrence of an event such as entering into the joint defense, prosecution, and tolling agreement?

A I'm sorry. Say that again.

Q Is there something in that contract you're looking at there in front of you that allows you to change or -- that allows you -- that changes the limitation on liquidated damages on the occurrence of some event?

A Not that I'm aware of.

Q Is there anything else as it relates to Topic 31 that you discussed with Mr. Clements in preparation for today's deposition?

A No.

Q Now let's look at Topic 42, project contract documents, including the project drawings. What did you discuss with Mr. Clements in preparation for today's deposition about Topic 42?

A You'd have to ask a specific question. We had many.

Q All right. Well, let's talk about which drawings are included in the contract documents.

Which documents do you consider contract documents?

A The construction contract, the A133, the A133 Exhibit A, and the A201, the plans, and the specs.

Q Which of those did you discuss with Mr. Clements in preparation for today's deposition?

A General discussions on the A133. I don't recall any specific conversations on the plans or the specs.

Q Did you discuss anything related to the general conditions?

A And the A201.

Q Did you discuss any of the other contract documents, including change orders?

A Yes. We had conversations regarding RCOs.

Q RCO stands for request for change order?

A Yes. And change orders.

Q What did you discuss with Mr. Clements relating to the A133?

A We had many discussions.

Q What was the purpose of your discussing the A133 with Mr. Clements?

A I'm sorry. It was actually just the A201, and it related to the -- as we previously

talked about, the critical path schedule.

Q Did you discuss anything as it relates to the A201 with Mr. Clements that we didn't already discuss about the critical path schedule?

A No.

Q Did you have any other discussions with Mr. Clements in preparation for this deposition relating to the A201?

A No.

Q What did you discuss with Mr. Clements related to RCOs?

A There's about 250 RCOs. If you want to ask -- we had discussions on many different RCOs. If you want to ask a specific question about any of those RCOs, I'd be happy to answer the specific question.

Q Did you discuss specific RCOs or RCOs generally?

A Specific RCOs.

Q Did any of the RCOs that you discussed with Mr. Clements include electrical work for the project?

A I don't recall specifically.

Q You said you discussed change orders with Mr. Clements. Did you discuss change orders

generally or specific change orders?

A Generally.

Q What did you discuss generally related to change orders with Mr. Clements?

A Just general information on the OCOs and how they were put in the contract and that there were some OCOs that were specifically for RCOs, and there were OCOs that were specifically for construction change directives.

Q By that, do you mean that there were some change orders that included the RCOs only?

A Yes.

Q And there were some change orders that included work that was performed only under construction change directives?

A Yes.

Q Did you discuss anything else with Mr. Clements about change orders for the project?

A No.

Q Today you brought with you quite a bit of information, and I'll be honest, I am extremely thankful, because generally I show up for these depositions, and most people are completely unprepared and tell me I don't know, I don't know, I don't know, over and over again. What did you

bring with you today?

A Today I have my construction agreement and book that was presented to us by Balfour Beatty when we started the job.

Q In that book, you have tabs. What is the purpose of those tabs?

A This is the construction contract. The green tabs or these other tabs?

Q Yes, ma'am, the green tabs.

A Just different sections of items in the contract.

Q Is this your original copy of the contract?

A This is my original copy of the contract.

Q Has this notebook changed since -- has the information contained in this notebook changed since the end of the project?

A No.

Q In the front flap, there's some information. What is that?

A This is an excerpt from our loan agreement as -- and highlighted as it related to retainage because in the summer of 2018, Mr. Simonton, I believe, had requested all the retainage to go down 5 percent, and I sent him the

information showing in the loan documents that it was required to be at 10 percent.

This is the memo from the preconstruction conference memorandum dated April the 16th, 2015, prior to starting the job. This has always been in my binder. I took my binder with me to that meeting, received this memo, put it in the binder.

And this is the notice to proceed in March of 2015 from Mr. Clements to Mike Baumbach. It's always been in my binder.

Q Was this your personal binder for the project?

A Yes.

Q Then you have -- after the contract, you have other documents. What else is included?

A Well, this was in the documents that Balfour Beatty -- this is the contract book. There was sections, verifications, the allowances that they had, the unit prices, the document list at the time, this is Met Life's consent of contractor and Balfour Beatty's letter to Met Life, the lender, stating that they would adhere to all of the loan documents from Library Associates, the GMP summary, the approved engineering of -- value engineering items, and at that point the one-page schedule.

Q Are there any handwritten notes in your notebook?

A No, no.

Q Let me take a look at that real quick.

A (Handing.)

Q Is there any particular order to this you want it back in there?

A No.

Q When were the green tabs placed in the notebook?

A Monday.

Q What else did you bring with you?

A I have our answer and counterclaims to the second amended complaint of Balfour Beatty and third party, which I'm assuming everyone has seen.

Q One at a time. What did you put -- are there any handwritten notes on that document?

A No, just the two little tabs.

Q On the answer and counterclaims, there are some yellow dots. Are they just something that came with printing?

A I think it was when I received the copy, yes.

Q On Page 10, there's a yellow tab with some handwritten notes or handwritten designation.

What does that say?

A That just says "one" and "two."

Q And what was the purpose of that?

A Those are just general informations on the questions of your one and two of your notes.

Q Then on Page 13, there's a green tab. What does that say?

A Says "one" and "two."

Q Was that for the same purpose?

A Yes.

Q What, specifically, was that tab placed there to help you remember, if anything?

A Not to help me remember. That's just where the information was.

Q And what information were you referring to?

A That is all of the -- that's the different claims that Library Associates has responded in their interrogatories and their answers to Balfour Beatty's claim.

Q Okay. What else did you bring?

A I have Library Associates' answers to the plaintiff's first set of interrogatories.

Q May I see that?

A (Handing.)

Q Are there handwritten notes on here?
A Only the one little tab.
Q And what is the green tab on Page 6 for?
A Just tells me where the damages are listed so I have those in front of me.
Q What else do you have?
A And then here is the Library Associates' answers to Bernhard MCC's supplemental interrogatories, and the tab on Paragraph 7 shows the -- again, the damages, and then in this agreement is each subcontractor's joint prosecution, defense, and tolling agreement, and I have yellow tabs to note where each contractor was and the date that they signed the joint prosecution, defense, and tolling agreement.
Q Why is the date important to you?
A I believe in Mr. Linton's request, he had requested the date and all the information on the joint prosecution, defense, and tolling agreements and the dates that they were signed and entered into.
Q What else do you have?
A I have the subcontracts for Watson and Lithko -- I did not have Old North State in my file -- and just tabbed different sections of the

contracts.

Q Let's look at Lithko's first. If you'll tell us which pages you've tabbed on the contract.

A I tabbed on Page 1 Paragraph D.

Q Why?

A And specifically Item (v) where the -- this is the subcontract with Balfour Beaty and Lithko, D(v) where it specifically states that the subcontractor shall: Comply with this subcontract and the contract documents, assuming towards contractor all obligations that contractor has assumed towards owner in the contract documents, and being bound to contractor in the same manner as contractor is bound to owner under the contract documents with respect to the work.

Q What else did you tab?

A I tabbed Article 3(A): Subcontractor will promptly provide all information and documents required by contractor or the contract documents as needed to utilize BIM or similar modeling, or as otherwise needed to eliminate potential conflicts between areas of work on the project.

Q What else did you tab?

A And then I tabbed on Page 4, Article 4(E): To the extent that any work delays

or inefficiencies are caused by an event for which contractor and/or subcontractors are not entitled to a time extension under the contract documents or in situations where the owner has failed to grant a time extension requested by the contractor or directed a compensable acceleration, subcontractor will, at the contractor's direction, work outside of regular work hours or take other necessary measures to maintain the current project schedule.

Q I'm going to mark that as Exhibit 2 in case Mr. Windle would like to ask you questions about it later. Perhaps your attorneys will be kind enough to make copies for the court reporter when we're done here.

(Exhibit 2, Lithko Contracting Subcontract, was marked for identification.)

(Exhibit 3, Watson Electrical Construction Company Subcontract, was marked for identification.)

BY MR. TERRY:

Q And I'm going to mark Watson's as Exhibit 3, and if you'll tell us what Exhibit 3 is.

A Exhibit 3 is a subcontract between Balfour Beatty and Watson Electrical Construction

Company, LLC.

Q And we'll come back and talk about the tabs in there later.

A Okay.

Q What else did you bring with you?

A I brought my notice of deposition.

Q And it's covered in -- what are those?

A Those are just notes that I made when going through the documents. They are the same notes that I've written down on my yellow pad, which I'm sure you'll probably want a copy of as well. I'll be glad to share those. And then a notebook of emails and pay requests that was put together for the deposition.

Q Let's start with the one with the pink note tabs on it.

A (Handing.)

Q I'm going to mark that as Exhibit 4.

(Exhibit 4, Second Amended Notice of 30(b)(6) Deposition of Library Associates, LLC with Notes, was marked for identification.)

BY MR. TERRY:

Q If you'll tell the court reporter what is Exhibit 4.

A It's the second amended notice of the 30(b)(6) deposition of Library Associates from Third-Party Defendants Watson Electrical Construction, Old North State Masonry, and Lithko, and it is my notes that I have put on my notice.

Q And then you said you have a yellow pad there?

A I have a yellow pad.

Q May I see that?

A Sure. (Handing.)

Q On Exhibit 4, who wrote the notes on the pink sheets?

A I did.

(Exhibit 5, Handwritten Notes, were marked for identification.)

BY MR. TERRY:

Q I'm going to hand you what's marked Exhibit 5. What is Exhibit 5?

A Exhibit 5 is a yellow legal pad which -- that I wrote that transcribed each specific pink note to my legal pad.

Q Is there anything else in your box down there?

A Yes. I have the RFP that was provided to us from Balfour Beatty in 2013 when they were -- we

were interviewing contractors for the construction of Hotel Bennett.

Q Let's talk about that for a moment.

A All right.

Q Other than the information included in the RFP by Balfour Beatty, have you inserted anything into that document?

A Again, just a copy of the preconstruction notice, there is a small little other little pamphlet that Balfour Beatty provided, and then a tab on Item H, bonding capacity, Page 6 of Balfour Beatty's A305 contractor's qualification statement.

Q Are there any handwritten notes in that document?

A No.

Q I don't need that. What else do you have?

A I'm sorry. You said you need it or you don't?

Q I do not need that, no, ma'am.

A I have these same notices and the same pink tabs for the other subcontractors and Balfour Beatty and their notices to depositions.

Q Let me see those.

A (Handing.)

MR. TERRY: Let's go off the record for a moment.

(Off-the-record conference.)

THE WITNESS: I also have the Balfour Beatty contract with MCC Mechanical, and I have the Balfour Beatty contract with Lowcountry Case & Millwork. I have the information on the pay apps that Lowcountry Case & Millwork had requested in their 30(b)(6), and I have a request for change order 88R1, concrete change order with Lithko. (Handing.)

(Exhibit 6, Request for Change Order 008R1, was marked for identification.)

BY MR. TERRY:

Q I've marked that Exhibit 6. If you would tell the court reporter what is Exhibit 6.

A Exhibit 6 is the Request for Change Order Number 088R1 presented by Balfour Beatty Construction to Library Associates on March the 7th, 2019.

Q And why did you bring that document specifically?

A I believe this was just one example of the request for change orders that weren't submitted to us until 2019, where the backup for

the information is dated that it appears that Lithko may have sent to Balfour Beatty in 2016 and '17, and so that -- and I believe that may have been a question in the Balfour Beatty 30(b)(6) questions. I don't recall right off the top of my head.

Q You have certain sections of Exhibit 6 paper-clipped together. Why?

A I did not paper-clip -- well, they may have been paper-clipped together, yes. The sections that were paper-clipped together was just the change order that Lithko was sending to Balfour Beatty with the time and the materials, and then it was the backup on each item.

Q And then you have some green tabs?

A I do have green tabs.

Q What are they for?

A This was just tabbing the description of the work and the daily report of April the 17th for which Lithko had requested additional time and hours -- excuse me, additional cost for work that was done, and the description on this one from 4/17 says, if I could read it correctly, banded cables 23 -- excuse me, 25, 26, 27, 28, and 29, edge form on the south end has to be removed to the north

after we had all cables and had installed. We had to, it looks like, tear cables out of the heads and out of the plastic sheathing again. Also, the plumber put a sleeve right in front of the heads. We had to drill/move holes to the form work and relocate some looks like heads.

Q Do you know whether Lithko did that work or not?

A I do not know if Lithko had done that work or not. Like I said, this is work that was performed in 2015 and '16 and did not get sent to us as a request for change order from Balfour until March 17th, 2019, some three and four years later.

Q What's the next tab that you have, and what's the reason for it?

A It's dated June -- Subcontractor Change Order Number 4. This was from East Coast Rebar I guess to Lithko, which then sent it to Balfour Beatty, Change Order Number 4 for 76 hours for moving rebar and PT cables in slam pour two and level two for mechanical openings and pipe sleeves.

Q Do you know whether Lithko did that work?

A I do not know.

Q Why did you mark that sheet?

A Because on the next mark, which, again,

was added to another Change Order 56, RFI 634 from Lithko, the East Coast Rebar subcontract change order is exactly the same from June 17th of 2015. They had this EC -- East Coast Rebar had the same -- excuse me. Balfour Beatty submitted backup from Lithko which had the same East Coast Rebar change order attached to the backup in several of the different Lithko change orders to Balfour Beatty.

Q So are you suggesting that Balfour Beatty was seeking to be paid twice for the same work?

A No. Those were just questions that I had on the backup, and it seemed a little odd to me that the backup was the same. The real -- the reason it was pulled was that we didn't receive that change order until March 7th, 2019, some three or four years after it appeared that Lithko had received the change order for their sub and then that Lithko had submitted it to Balfour Beatty.

Q May I see that?

A (Handing.)

Q What else did you bring?

A The only other thing that's in this box was the list of designated witnesses that I believe everyone has already received and the notice.

(Handing.)

Q Why did you bring this? This is your --

A No specific reason.

Q This is your designation of expert witnesses?

A Yes. That is all that's in the box.

Q Did you bring anything else with you?

A No.

Q Let's go off the record and kind of --

A Oh, I'm sorry. I'm sorry. I thought we -- I've got so much paper going on. This is the Bates-stamped description of the -- certain specific items in the daily logs that were brought out by Mr. Clements in two thousand -- excuse me, by Mr. McDonald in 2016, Mr. Clements in '17, and then my notes from 2018. (Handing.)

(Exhibit 7, Spreadsheet of Excerpts from Balfour Beatty Daily Logs, was marked for identification.)

BY MR. TERRY:

Q I've marked that Exhibit 7. If you would describe it again for the court reporter. What is Exhibit 7?

A This is a spreadsheet of excerpts from the daily logs of Balfour Beatty that includes the

Bates stamp number of the log, the date of the log, and a description of what they had found in the log from each person.

Q There's highlighting on Exhibit 7. Who did the highlighting?

A I did.

Q You can set that aside for now.

MR. TERRY: And let's go off the record.

(Off-the-record conference.)

(A recess transpired.)

(Exhibit 8, Notebook, was marked for identification.)

BY MR. TERRY:

Q I'm going to hand you, Ms. Brown, what I've marked as Exhibit 8. What is Exhibit 8?

A Exhibit 8 is a notebook that was put together with various tabs with various documents relating to questions that I may be asked about today.

Q If you'll look in Exhibit 8, I put some pinkish-colored tabs. What tab did you turn to there?

A I turned to Tab 6, and this is -- Tab 6 was Pay App 43 with some backup information and

some emails which -- with handwritten notes, an email that was sent from Nancy Heafer on January the 15th to the lender and to myself saying that she had contacted Sandie Carr, Womble Bond Dickinson, and confirmed that the bond had been recorded, and then I also made some notes that I wrote stating that the lien was filed on 11/5/2018, I received an email from Foster Gaillard on 11/9/2018, and that Sandie sent the bond to Nancy on 1/16 at 11:16 a.m.

Q And so the handwritten note is yours?

A Yes.

Q When did you make that note?

A I made that note on Monday.

Q If you'll turn to the next one, and this is Tab -- which tab is that?

A That is Tab 8.

Q If you'll turn to the photograph page.

A Yes.

Q What is that photograph of?

A That appears to be a photograph of a desk area in the -- in one of the guest rooms at Hotel Bennett.

Q And why did you include that photograph?

A This was included -- it showed the blue

tape on the wall where there was a painting deficiency, and this email relates to the punch list in the painting. It's a pretty bad photo. You can't really tell any deficiencies there, but it was -- and the email chain.

Q Is there anything in that photo -- are there any electrical deficiencies you're complaining of as it relates to that photograph?

A No. I believe that was just blue tape on the wall due to painting.

Q That's all the questions I have about that. Thank you.

Did you pay Balfour for all of the work Watson performed on the project?

A That's a question you would have to ask Balfour.

Q You don't know whether you paid Balfour for all of the work Watson performed on the project?

A I paid certified pay requests from the architect.

Q Are you aware of any work that Watson performed on the project for which you did not pay Balfour?

A Balfour was the construction manager. I

have not been told by Balfour that I have not paid for any work that Watson has been -- had performed on the job that I have paid Balfour for.

Q Are you aware of any work that Watson performed on the project for which you have not paid Balfour?

A I am not.

Q At your personal deposition, we discussed some crystals related to some chandeliers. Aside from those crystals, do you agree that Watson completed all of its work on the project?

A That's a question you'd have to ask from Balfour. They're the construction manager. I have not been told by Balfour that -- repeat the question again.

Q Sure. Aside from the chandelier crystals that we discussed at your personal deposition, are you aware -- or do you agree that Watson properly completed all of its work on the project?

A I cannot agree or disagree. I would -- I have not been told by Balfour that Watson has or has not completed all of their work on the project.

Q So is it accurate that Library Associates takes no position as it relates to whether Watson properly completed its work on the project, except

for the chandelier crystals?

A Yes. Library Associates does not have a contract with Watson, they have a contract with Balfour, yes.

Q And you aren't aware of any defects in Watson's work on the project, correct?

A I have not been told by Balfour of any defects of Watson in the project.

Q And I'm not concerned about what you've been told by Balfour. I want to know is it true that you're not aware of any defects in Watson's work for the project?

A Library Associates has not been told of any defects or has no knowledge of any defects of Watson's performance in the project.

Q Do you agree that there were change orders issued that increased the electrical scope of work for the project?

A There were over 250 requests for change orders. I don't specifically remember all of the 250 requests for change orders. If you could show a specific request for a change order that Watson had sent to Balfour, I'd be glad to respond to that.

Q Generally, do you agree that there were

change orders relating to the project that included electrical changes?

A As I sit here today, I don't know specific change orders that related to the electrical work in the project.

Q To your knowledge, Balfour hasn't made any claims against Watson, correct?

A I have no knowledge of any claims that Balfour has made toward Watson.

Q And is it true that you're not aware of any critical path project delays that were caused by Watson?

A Library, as we stated before, did not receive a critical path schedule from Balfour, so I have no knowledge where Watson -- I have not been told by Balfour that Watson delayed any critical path items in the schedule.

Q And you have no knowledge or information that shows that Watson delayed the critical path of the project, correct?

A I have no knowledge.

Q Is there any reason, from Library's perspective, why Watson should not be paid in full for the work that it performed on the project?

A Repeat the question.

Q Is there any reason, from Library's perspective, why Watson should not be paid in full for the work it performed on the project?

A That's a question you'd have to ask to Balfour. I have not been told by Balfour for any reason why Watson should not be paid on the project.

Q And I'm not -- again, I'm not interested in what Balfour has to say about it, I'm concerned about what Library Associates's position is.

A Library Associates doesn't have a contract with Watson, they have a contract with Balfour Beatty as the construction manager, so I would have to rely on the information that I've received from Balfour.

Q Are you aware of any reason that Watson should not be paid in full for its work on this project?

A Again, I have not been told by Balfour for any reason why Watson should not be paid in full.

Q And aside from whatever Balfour may have told you, you're not aware of any reason Watson should not be paid in full, correct?

A I have no knowledge.

Q Did Library Associates have any correspondence with Watson's employees that you're aware of?

A No.

Q Did you review any time extensions during -- strike that.

During the course of the project, did you review any requests for time extensions that Watson made in its change order requests?

A If you present me the specific change order that requested time extension, I could respond, but please be specific.

Q Have you or anyone on your behalf done any schedule analysis to determine whether Watson delayed the project?

A No. Balfour Beatty was responsible for the scheduling of the project.

Q Have you or anyone on your behalf performed any schedule analysis to determine if changes to the project design delayed completion of the project?

A Repeat the question.

Q Have you or anyone on your behalf done schedule analysis to determine if changes to the design of the project delayed completion of the

project?

A No, not that I'm aware of.

Q Have you or anyone on your behalf done schedule analysis to determine if changes to the electrical work on the project delayed completion of Watson's work on the project?

A Repeat the question.

Q Have you or anyone on your behalf done any schedule analysis to determine if changes to the electrical work on the project delayed completion of Watson's work on the project?

A Not that I'm aware of.

Q When did you first realize that completion of the project would be delayed?

A My recollection, March 2017.

Q What occurred in March 2017 that caused you to realize that completion of the project would be delayed?

A I remember going to the job site and knowing that they were supposed to finish in October -- excuse me, August/September of 2017, and just walking through the site and realizing that they didn't have a chance to be completed by August or September of 2017.

Q In 2016, you received notices of delay

from Balfour Beatty. Do you recall that?

A Not specifically. If you can show me the --

Q Do you recall when you first received notice of delay from Balfour Beatty?

A No.

Q Have you discussed Balfour Beatty's -- strike that.

Have you discussed with Jim Clements whether he's satisfied with Balfour Beatty's performance on the project?

A As it related to any specific item?

Q Have you discussed schedule management with Mr. -- Balfour Beatty's schedule management with Mr. Clements?

A We've had several conversations regarding schedule and their responsibility to provide the schedule in the critical path analysis.

Q Have you discussed with Mr. Clements the adequacy of Balfour Beatty's schedule management on the project?

A I believe Mr. Clements had stated that he thought that it was inadequate.

Q When did he state that first, to your knowledge?

A I don't recall.
Q At what point in the project did you become dissatisfied with Balfour Beatty's performance?
A I don't recall.
Q Was it prior to March of 2017?
A I don't recall.
Q Are you dissatisfied with Balfour Beatty's performance on the project?
A Yes.
Q In October of 2017, did Balfour Beatty send a change order request to you relating to Watson's claim for inefficiency, delay, overtime, and extended general conditions cost?
A If you have the specific change order, I'd be glad to look at it. There was hundreds of requests for change orders. I don't remember any specific one at a specific time.
Q I'll represent to you I haven't found where they sent it to you, so I can't provide that to you. Are you aware of whether they sent you such a change order request?
A I'm not aware. Like I said, there's 300 -- you know, hundreds of change orders.
Q You don't know?

A I don't know.

(Exhibit 9, Notice and Certificate of Mechanic's Lien by Watson, was marked for identification.)

BY MR. TERRY:

Q I'm going to hand you what I've marked Exhibit 9. Do you recognize Exhibit 9?

A I don't specifically recognize Exhibit 9, as there's many mechanic's liens on this job. I don't specifically remember this one, but --

Q Exhibit 9 is Watson's mechanic's lien that it filed on this project on or about March 8th, 2019. Do you have any claims against Watson that arise out of Watson filing a mechanic's lien on the project?

A Repeat the question.

Q Sure. Are you making any claims against Watson as a result of Watson filing a mechanic's lien on the project?

A I don't have a contract with Watson; my contract's with Balfour Beatty. With this mechanic's lien, it's for one lump sum of $1,859,359. There's no backup to explain the $1,859,359, but I do not have a contract with Watson, and so I necessarily can't answer that

question without the backup here.

Q I understand you don't have a contract with Watson. My question's not related to whether you have a contract with Watson. Do you have any -- are you making any claims in this litigation against Watson because Watson filed a mechanic's lien on the project?

A We have claims that there are duplicative liens that have been filed on the job.

Q Who are you making that claim against?

A That claim is against Balfour Beatty, who I have a contract with.

Q So do you have any claims against Watson as a result of Watson filing a lien on the project?

A No. I don't have -- the claim that I have against Watson is from the joint defense, prosecution, and tolling agreement that it signed.

Q Do you agree that the date of Watson's lien is on or about March the 8th, 2019?

A Yes.

Q Do you have any position that you're taking in this litigation as it relates to the amount of Watson's lien of $1,859,359?

A I don't know where the number came from, so --

Q Other than that, do you have any position as it relates to that number?

A I don't know -- I don't have the backup for that number, so I couldn't tell you if that number was correct or not correct.

Q During your personal deposition, you discussed that you were unable to determine -- I'm going to paraphrase this -- whether the amount of Watson's lien was correct because you were working on an audit which had not been completed at that time. Have you completed the audit?

A Our expert witness, Cotton & Company, performed the audit. I think that they could not -- with the information that they were given by Balfour Beatty, they could still not ascertain the -- and go back to and confirm the lien amounts from the subcontractors and/or Balfour Beatty.

Q So as you sit here today, is it accurate that you don't know whether Watson performed $1,859,359 worth of work to the -- or provided that amount of work to the project for which it has not been paid?

A That's correct.

Q And as you sit here today, you have no position as it relates to whether the amount of

Watson's lien is overstated or not. Is that true?

A We have not been provided with the backup on Watson's specific lien to determine if it was overstated or not.

Q And so as you sit here today, you have no position relating to whether Watson's lien is overstated or not, correct?

A We have a position that there have been duplicative liens filed on the job, but I do not have the information or the backup to verify or not verify that Watson's amount of lien is correct.

Q Now, the duplicative issue you testified a few minutes ago was related to Balfour Beatty, right, not Watson?

A I would have to go back to find where the Balfour Beatty lien was recorded to see if it was recorded prior to or after Watson's lien was recorded.

Q Are you asserting in this litigation that Watson has overstated the amount of its lien?

A I don't have enough knowledge to -- at this point to confirm or deny that.

Q I understand you don't have the knowledge. Based on what you know today, is it your position that Watson has overstated the amount

of its lien?

A Again, I don't have enough information to state that -- if it overstated it or not.

Q So you just don't know?

A I don't know.

Q To be clear, you don't know whether Watson's lien is overstated or not?

A I do not know if Watson's lien is overstated or not.

Q And so, therefore, you're not taking the position that Watson's lien is overstated, correct?

A Correct.

Q Is it your position that Watson's lien is unenforceable for any reason?

MR. MCDONALD: Object to the form.

THE WITNESS: Repeat the question.

BY MR. TERRY:

Q Is it your position that Watson's lien is unenforceable?

MR. MCDONALD: Same objection.

THE WITNESS: I do not know.

BY MR. TERRY:

Q You don't know what your position is or you don't know whether Watson's lien is unenforceable?

MR. MCDONALD: I guess same objection.

THE WITNESS: Our contract is, again, with Balfour Beatty. I have no knowledge to know if Watson's lien -- or have not been given any information from Balfour Beatty if Watson's lien is enforceable or not.

BY MR. TERRY:

Q Do you have any position on whether Watson's lien is enforceable or not?

MR. MCDONALD: Object to form.

THE WITNESS: I have not been given any information from Balfour Beatty, who we had a contract with, to say that Watson's lien is enforceable or not.

BY MR. TERRY:

Q And so if Balfour Beatty says that Watson's lien is enforceable, do you agree that Watson's lien is enforceable?

MR. MCDONALD: Object to form.

THE WITNESS: I think I would need to review the information that Balfour Beatty would provide to us to tell us if Watson's lien is enforceable or not.

BY MR. TERRY:

Q Are any of the affirmative defenses that you have asserted in this litigation asserted for the purposes of claiming that Watson's lien is not enforceable?

MR. MCDONALD: Object to the form.

THE WITNESS: Repeat the question.

BY MR. TERRY:

Q Are any of the affirmative defenses that you've asserted in this litigation asserted for the purpose of asserting Watson's lien is unenforceable?

MR. MCDONALD: Object to form.

THE WITNESS: Repeat the question.

BY MR. TERRY:

Q Are any of the affirmative defenses that you've asserted in this litigation asserted --

MR. TERRY: If you'll read that back.

(The Court Reporter read the question commencing on Page 66, Line 8.)

MR. MCDONALD: Same objection.

THE WITNESS: I don't think that Library Associates can determine if it's enforceable or not. Our contract is with Balfour Beatty, and so I don't think we have to prove the

individual subcontractor liens.
BY MR. TERRY:
Q Does that mean that you have not made any affirmative defenses in which you assert Watson's lien is unenforceable?
MR. MCDONALD: Object to the form.
THE WITNESS: The assertion against Watson is that it signed the joint defense, prosecution, and tolling agreement with Balfour Beatty, which breached our contract with Balfour Beatty.
BY MR. TERRY:
Q Any other assertions against Watson?
A And that, again, we feel that duplicative liens have been filed on the project. I don't know if any duplicative liens have been filed by Watson, but -- because we don't have enough knowledge on the backup of the lien that was filed by Watson.
Q Are you aware of any facts that support the assertion that Watson's lien is unenforceable?
A Just the fact of the joint defense, prosecution, and tolling agreement.
Q So the sole fact you're aware of is that Watson signed a joint defense, prosecution, and tolling agreement, correct?

A Yes.
Q You discussed liquidated damages.
A Yes.
Q And are those damages that you seek for delay of completion of the project?
A Yes.
Q What other damages are you seeking in this litigation that you are seeking that are solely related to the delay of the completion of the project?
A It's stated in the Library Associates' answers to plaintiff's first set of interrogatories on Page 6. I can read them.
Q Please.
A Liquidated damages in the amount of $5,177,500, owner's correction of defective work in the amount of $1,788,723.73, direct and consequential damages in an amount to be determined, loss of use in an amount to be determined, additional loan interest in the amount of $2,269,124.53, costs associated with increased interest rates in an amount to be determined, cost of damages arising out of Balfour Beatty's failure to bond off or otherwise discharge subcontractor mechanic's liens, attorneys' fees and costs.

Q And all of those are damages you're seeking as a result of delays to the project, correct?

A Correct.

Q The amounts that were yet to be determined, how much are they?

A Those are still yet to be determined.

Q When will they be determined?

A I cannot give a specific date as I sit here today.

Q Who's making the determination?

A Part of that work would be coming from our expert witness, Cotton & Company.

Q What did you do to prepare to answer questions today about the amount of your damages?

A I did not prepare to answer the entire amount of the damages as set forth today.

Q Why not?

A We are -- we have our experts currently working on those damages, and I don't have them as we sit here today. And Item Number 8, as time continues, those fees increase.

Q The consequential damages you're seeking for delay, what are the consequential damages you're seeking?

A That amount is still to be determined.
Q What are the specific -- what are the facts that support your seeking consequential damages? In other words, what types of consequential damages did you incur?
A We incurred consequential damages due to Balfour Beatty's breach of Section 1.2 of the A133, and that's where they breached the contract of trust and confidence.
Q In what way did they breach that?
A When they entered the joint tolling and defense agreement, and they breached that --
Q Let's back up. We're talking about delay damages, so are you asserting that Balfour entering into the joint defense agreement delayed the project?
A No, that did not delay the project.
Q So I want to know about damages you've incurred due to delays to the project, and you've named --
A Yes.
Q -- various ones, so what consequential damages are you seeking for delays to the project?
MR. MCDONALD: Object to the form.
THE WITNESS: There were

consequential damages, again, due to the breach of the trust and confidence. There were damages due to -- there were damages due to not scheduling the project in a timely manner.

BY MR. TERRY:

Q Are those consequential damages?

MR. MCDONALD: Object to the form.

THE WITNESS: Balfour Beatty breached the contract in itself, so by breaching the contract, then that negates only liquidated damages, that Library Associates should be entitled to consequential damages as well.

(Exhibit 10, Answer and Counterclaims of Library to the Second Amended Complaint of Balfour and Third-Party Complaint, were marked for identification.)

BY MR. TERRY:

Q I suspect this has been marked at least once before, but I'm going to mark it Exhibit 10. What is Exhibit 10?

A That's the answer and counterclaims of Library Associates to the second amended complaint of Balfour Beatty and third-party complaint.

Q If you'll turn to Page 10, and these are

the claims that you're making in this litigation, right?

A Correct.

Q So the first one at the top of Page 10 says: Breach of Contract as to Balfour Beatty Construction. What damages are you seeking for breach of contract?

A Their failure to achieve the substantial completion or the final completion of the project within the contract time.

Q Those are the reasons you assert Balfour breached the contract. I want to know the amount of damages you're seeking for breach of contract.

A Again, that's not determined at this time.

Q What are the types of damages you're seeking for breach of contract? Are they the same list you read me from your interrogatory responses a moment ago?

A Yes.

Q So you're seeking damages for consequential damages for breach of contract, correct?

A Yes.

Q You're seeking incidental damages for

breach of contract, correct?

A Correct.

Q You're seeking direct damages for breach of contract, correct?

A Yes, sir.

Q You're seeking attorneys' fees for breach of contract, correct?

A Correct.

Q Are there any other damages you're seeking for breach of contract?

A Again, the correction of the defective work, the liquidated damages, the directed consequential, the loss of use, the additional loan interest, the increased interest rate, damages arising out of Balfour Beatty's failure to bond off or discharge the liens, and the attorneys' fees.

Q If you'll look at Paragraph 82, and it's quite long, includes Items (a) through (y) underneath it. My question about those are how did Watson contribute to any breaches that are listed under Paragraph 82?

Let's do it this way: Did Watson contribute to any breaches that you've listed under Paragraph 82?

A And I guess this says that plaintiff has

breached these, and again, my contract is with Balfour Beatty, and they're the plaintiff.

Q Let's look at Paragraph 82. It says: Plaintiff has breached the contract with answering defendant by acts or omissions of plaintiff, plaintiff's employees, plaintiff's subcontractors, and their agents and employees, et cetera.

How did -- did Watson contribute, to your knowledge, to any of Balfour's breaches as you assert in Paragraph 82?

A My contract is with Balfour. These are against Balfour. I have not received any information from Balfour, except for items that we had come across in the contractors log, daily logs, regarding any possible delays from Watson, so my only knowledge of these for Watson would be what we have noted in the daily contractors logs from Balfour.

Q To the extent that you assert Watson contributed to any of the breaches, what amount of damages were caused by Watson?

A I don't have that number.

Q You don't know?

A No.

Q In Paragraph 82, when you refer to in the

second line plaintiff's subcontractors, are you referring to Watson?

A I think that's just a general statement to all subcontractors.

Q Does that mean you don't know?

A I don't know.

Q If you'll turn to Page 12. We're going to look at Paragraph 82(v). It says: Refusing to proceed with adequate forces to achieve substantial completion in a willful, wanton, and reckless manner and attempting to limit the answering defendant's damages for delay pursuant to a liquidated damages cap.

What does that mean?

A That Balfour Beatty did not have the adequate forces on the job to achieve substantial completion per the contract.

Q Do you know if your -- well, strike that.

Are you asserting that Watson did not have adequate forces to achieve substantial completion of the contract on time?

A My only knowledge is through the Balfour Beatty daily logs of Watson's forces and specific comments that Watson -- that they felt that Watson did not have adequate forces on the job.

Q But you're not asserting Watson did not have adequate forces, correct?

A Correct.

Q Are you asserting that Watson willfully, wantonly, and recklessly attempted to limit your damages for delay pursuant to a liquidated damages cap?

A I didn't have a contract with Watson. My contract's with Balfour Beatty.

Q Look at Paragraph (y) on Page 12. It says: Improperly and impermissibly attempting to amend the terms of subcontracts between plaintiff and its subcontractors.

Does that relate to Watson?

A It goes on to say: Through the use of secret agreements, and yes, Watson is a party to the secret agreement, also known as the joint defense, prosecution, and tolling agreement.

Q How did Balfour Beatty attempt to amend Watson's subcontract through the joint defense agreement? Actually, strike that.

Let me ask this question first: Watson's work was finished on the project before it signed the joint defense agreement, right?

A I am -- have not been told whether Watson

had been finished or not by Balfour Beatty. I do know that Balfour Beatty was still working on the job through May of 2019. This is June of 2019. I --

Q You don't know?

A I don't know.

Q How did Balfour Beatty attempt to amend Watson's subcontract through the joint defense agreement? And what subcontract are you talking about? Let's start there. What subcontract are you talking about in Paragraph (y)?

A I am talking about Watson's subcontract that was marked as Exhibit 3.

Q Which portion of Exhibit 3 was amended through the joint defense agreement?

A Just a second. In Paragraph D on Page 1 of the subcontract agreement. D -- I believe I read this earlier -- Section (v), the subcontract with Balfour Beatty to Watson says that: The subcontractor shall comply with this subcontract and the contract documents, assuming towards contractor all obligations that contractor has assumed towards owner in the contract documents, and being bound to contractor in the same manner as contractor is bound to owner.

Q How was that amended?

A This document breaches the contract document that the sub has towards -- this contract breaches the contract document that Balfour Beatty has with the owner, and the sub had -- or Watson had agreed to assume all of the owner's contract documents, and therefore, I believe it breached the contract with the owner as well.

Q So you say in Paragraph (y) that they improperly and impermissibly attempted to amend the terms of subcontracts. How did the joint defense agreement amend the subcontract between Watson and Balfour Beatty? Or did it? You say they attempt. Did they just attempt, or did they actually succeed? Do you know?

A Just reading through on Article 5 of default and damages, it states that if subcontractor fails to fully and timely comply with any duty imposed by the legal requirements of the subcontract, subcontractor will remain liable to the contractor for the same period of time and extent. And that section -- I believe that this document states that --

Q What's this document?

A Excuse me. The joint defense,

prosecution, and tolling agreement states that the subcontractor -- or if the contractor has claims against the subcontractor, it's not going to go against the subcontractor for those claims, and vice versa, if the subcontractor then has claims against the contractor, it's not going to go against the contractor at this time, which I believe changes some of the terms of the subcontract agreement.

Q How does it change it?

A Because under, again, Article 5, default, (A): If subcontractor fails to fully or timely comply with any duty imposed by legal requirements or this subcontract, including the contract documents, it is in default. Subcontractor will be liable to contractor for all losses, costs (including attorneys' fees), damages, claims, suits, fines, or penalties incurred by the contractor or its sureties. Subcontractor will remain liable to the contractor for the same period.

And what the joint tolling agreement states is that there may be claims, but that the contractor will not go after the subcontractor, and the subcontractor will not go after the contractor.

MR. TIMBES: The folks on the Zoom lost audio.

MR. TERRY: Let's go off the record.

(A recess transpired.)

BY MR. TERRY:

Q I want to go back to the delay damages. You said that you have direct delay damages. You gave me an amount. Well, you said liquidated damages of $5,177,500, correct?

A Correct.

Q When did you first incur liquidated damages?

A There was --

Q Let's do it this way. Maybe we can short-circuit it.

A Yeah.

Q You incurred liquidated damages because the project was completed late, correct?

A Correct, correct.

Q And those liquidated damages -- you stopped incurring liquidated damages when the project became substantially complete, correct?

A Correct.

Q Then what's your next category of damages for delay?

A For delay?
Q Yes, ma'am.
A The direct and consequential damages.
Q The direct and consequential damages you incurred -- you first incurred when the project wasn't complete on time, correct?
A Correct.
Q And the final time that you incurred them was when the project became substantially complete, correct?
A On the delay portion, but there may have been additional consequential damages that may have not been attributed just to delay.
Q Well, let's stick with delay right now.
A Okay.
Q So on the delay portion, the consequential damages stopped or were cut off at the time that the project became substantially complete, correct?
A Correct.
Q And what was the amount of the consequential damages caused by delay?
A As I sit here today, I do not have that number.
Q And you don't know when you're going to

have it?

A Correct.

Q And you didn't do anything to prepare for today's deposition that would have allowed you to have that number by today, correct?

A Correct.

Q Do you anticipate knowing your consequential damages claim amount by May 15th?

A Probably not.

Q What's the next category of damages for delay?

A The loss of use in an amount to be determined.

Q The loss of use, when was the last date that you incurred damages for loss of use?

A The hotel was open on January the 27th; however, not everything in the hotel was complete. The manager's apartment was not complete at the time. So as I sit here today, I do not recall the exact date.

Q Was the last date that you incurred the loss of use damages the date that the manager's apartment was available for use?

A Yes.

Q The consequential damages that you

haven't determined an amount of yet, what's a range? Are you talking a hundred dollars?

A I couldn't --

Q Ten dollars? How much?

A I couldn't answer that today.

Q You have no idea?

A Without the reports from our experts Cotton & Company and determining what those are, I do not know.

Q What's included in these consequential damages, what types of things?

A They are the experts. I do not know.

Q You don't know. You don't know how you've been damaged?

A I do not know all the items that they will determine to be consequential damages and provide the number.

Q How have you been damaged?

A Library Associates was damaged, one, again, for the hotel not opening on time. Library Associates was damaged because we had been constantly told dates by Balfour Beatty. At one point they said that they would finish the hotel by -- after many delays, that they would be finished by May of 2018, and then that continued to

slip and slip and slip. We hired a management company. We --

Q Hold on. Those first two things --

MR. MCDONALD: She's entitled to finish her answer.

THE WITNESS: We hired employees for the management company. We put reservations out. We took group reservations starting in August of 2018 that we had to -- that we had to cancel. There was a lot of bad reviews and -- because we were not open on time. We had to pay additional fees to the groups that we had to cancel because Balfour Beatty did not deliver the hotel on time.

Usually, you hire a general manager nine to 12 months prior to the hotel opening. We had hired that general manager. So, again, there's an employee cost, management cost, reservations, bad press that we weren't open on time.

In the hotel business, there's a saying that if you've lost the guest one time, you've lost him for the next two to three times because if he was going to stay with you one time and you weren't able to open, and he had to stay somewhere else, then the next time he comes to Charleston, he's not going to stay there either,

he's going to probably stay at the place he stayed before. So there's a lot of damages that we incurred due to those reasons.

BY MR. TERRY:

Q Anything else?

A Not as I could think of right now.

Q How much, approximately, is your loss of use -- are your loss of use damages?

A I don't know off the top of my head.

Q Do you know a range?

A As I sit here today, no.

Q Do you anticipate you'll know by May the 15th of this year?

A That's in two weeks. Not that I'm -- no.

Q What did you do to prepare to answer questions as to your loss of use damages during today's deposition?

A I did not.

Q You did not prepare?

A Correct.

Q Other than the amounts included in your interrogatory responses, do you know any of the amounts of -- any other amounts of damages you're seeking?

A Not as I sit here today. I don't have

those numbers. And like I said, Number 8 continues to increase.

Q Attorneys' fees?

A Yes.

Q Who are you seeking attorneys' fees from?

A We are seeking attorneys' fees from Balfour Beatty, as that is who our contract is with.

Q Are you seeking attorneys' fees from Watson?

MR. MCDONALD: Object to form.

THE WITNESS: We have no claims against Watson, so I'm not seeking attorneys' fees against Watson, I'm seeking attorneys' fees against Balfour Beatty.

BY MR. TERRY:

Q So your --

A Except for that Watson signed the joint defense and tolling agreement.

Q I want to stick to the breach of contract claim for now. Are there any other damages you're seeking for breach of contract against Balfour Beatty?

A Well, for their -- that's delay. Now are we on the breach of contract?

Q Well, isn't the delay part of the breach claim?

A Yes. The delay is a portion of the breach of contract.

Q Are there other damages you're seeking from Balfour Beatty under its breach of contract claim, under your breach of contract claim?

A Yes. Well, with the breach of contract claim, that also comes with the breach of 1.2 of the contract regarding the breach of --

Q You read it to us earlier.

A Yes, I read it, at 1.2 of the contract, and that is also a breach of 2.1.6 of the A133, I believe it is.

Q So your assertion as it relates to the joint defense agreement, you're seeking damages under the breach of contract claim. Is that correct?

A That's part of the breach of contract claim.

Q It's included in the breach of contract claim?

A These damages are noted under the Library Associates' answers to Bernhard MCC, LLC supplemental interrogatories.

Q Are you seeking damages against Balfour Beatty based on it signing the joint defense agreement under your breach of contract claim? And maybe we can help. If you'll look at Paragraph (y) of Exhibit 10.

A Repeat the question.

Q Are you seeking damages against Balfour Beatty for it signing the joint defense agreement under your breach of contract claim?

A Under the breach of contract claim, it is the -- it is those damages that I read earlier under the breach of contract claim.

Q That's the amount?

A Yes.

Q Or the lack thereof?

A Correct.

Q Are you seeking damages -- does Paragraph 82(y) -- under Paragraph 82(y), are you asserting damages for breach of contract against Balfour Beatty because it signed the joint defense agreement?

A No, not under -- not under (y).

Q Page 12.

A Repeat the question.

Q Earlier you testified that

Paragraph 82(y) was related to Balfour Beatty and the subcontractors signing the joint defense agreement, right?

A Correct.

Q Are you seeking damages for Balfour Beatty entering into the joint defense agreement under your breach of contract claim as asserted in Paragraph 82(y)?

A Yes.

Q How much?

A I don't have that amount here.

Q And do you know the amount?

A Not off the top of my head.

Q Do you have the amount somewhere else?

A No, I do not.

Q You just simply don't know the amount?

A I don't know the amount.

Q It hasn't been determined?

A Correct.

Q Do you know the approximate amount?

A I do not know.

Q Is it under a million dollars?

A I do not know.

Q Over $5?

A I do not know.

Q Are the damages you're seeking as a result of the contract of the breach claim under Paragraph 82(y) the same consequential damages that you're seeking under the rest of your breach claim?

A Repeat the question.

Q Are the damages you're seeking for the conduct you allege under Paragraph 82(y), the joint defense agreement, the same damages you're seeking under the rest of your breach of contract claim?

A I'm sorry. Repeat the question.

Q Are the damages you're seeking for the conduct you assert is a breach of contract under Paragraph 82(y) the same as the rest of the damages you're seeking under your breach of contract claim against Balfour Beatty?

A For 82(y), yes, but there's additional damages and other claims.

Q Okay. And I'm not worried about other claims.

A Okay.

Q I just want to know about this claim. They're the same?

A Yes.

Q And so regardless of whether their -- whatever the amount is, we're still talking about

the same damages?

A The amount is the same for 82(y) as it relates to the breach of contract claim.

Q Okay. Let's take a lunch break.

A Okay.

(A luncheon recess transpired.)

BY MR. TERRY:

Q All right, Ms. Brown. Did you have a representative at the contractor/subcontractor weekly meetings?

A Yes.

Could I clarify one of my answers from earlier?

Q Sure.

A You had asked me if I would have the damages and amounts by May the 15th. If that is the date that the court requires us to have the answers back, then we will have the answers back and the amounts by May 15th.

Q What would change -- how does the court requiring you to have it by May 15th change the time frame for which it takes to get that information?

A Well, I just -- you had asked if I was going to have those by May the 15th. If that's the

date that discovery is due by the courts, then we will have all of those amounts by May 15th, if required by the courts.

I believe this morning, prior to the deposition started, I saw an email between Mr. Bundy and Mr. Hildebrand extending the discovery time I believe for 90 days, and so we will have the amounts at which time we're required to have them by the courts.

Q When did you review the email? Did you review it during lunch?

A No, I did not. I saw the email prior -- like I said, prior to my deposition starting this morning.

Q What's going to change between now and May 15th that would give you the information that you need so you know what your damages are?

A Well, as I said earlier, Cotton & Company is still working on all of the information and the damages, and so they will have the final reports, and we would submit them to the court in the time that we're required to submit them.

Q Do you have a financial statement prepared annually?

A I believe that the judge has ruled that

the financial information and statements are not admissible.

Q That's not my question. Do you have one? Do you have a financial statement prepared?

A Library Associates has tax returns that are prepared and financial information that are prepared. The tax returns and the financial information is usually not sent until October 15th for the following year, so -- but I believe the financial information is not admissible per the judge's ruling in this case.

Q I understand the judge's ruling.

How much money has Library Associates lost as a result of the delay of completion of the project?

A Again, all of that information in our claims will be presented when we're required to have that discovery to the courts.

Q Well, I would suggest you were required to have it for today, but nonetheless, how much money has Library Associates lost, that you know of, as a result of delays to the project?

A I don't have that specific number at this time.

Q Is it known by someone?

A Not at this time.
Q How much money has Library Associates lost as a result of Watson Electrical Construction signing the joint defense, prosecution, and tolling agreement?
A I don't have that information at this time.
Q How much damages are you seeking from Watson Electrical?
A I'm not seeking any damages against Watson Electrical. My damages and claims are with Balfour Beatty.
Q You've made a claim, if you'll look at Exhibit 10, for civil conspiracy. Are you seeking damages under that claim against Watson Electrical?
A Yes.
Q How much?
A I don't have that amount at this time.
Q Does somebody have it?
A Not at this time.
Q What are the categories of types of damages that are included in the claims you're seeking -- or the damages you're seeking against Watson?
A Repeat the question.

Q What are the category -- let's do it this way. If you'll look at Exhibit 1, which is the notice, Item 27 says: Damages incurred by Library as a result of any act or omission by Watson. What damages have you incurred as a result of any act or omission by Watson?

A I believe that the complaint, which is marked as Exhibit 10, on Page 29, 158.

Q You say that you sustained actual damages. What actual damages are you talking about?

A I believe 158 states that the liquidated damages above the cap, consequential damages, attorneys' fees and costs, and such actual and special damages to be shown at trial.

Q So let's go through that paragraph. You say: As a direct and proximate result of co-conspirators' overt acts pursuant to a common design, answering defendant has sustained actual and special damages.

What actual damages have you sustained?

MR. MCDONALD: Object to the form.

THE WITNESS: One of the actual damages that we have is we currently have a property that has liens and duplicative liens

attached to it.
BY MR. TERRY:
Q When did that -- when did Watson's lien get filed? We went over it earlier, right? Whatever date was on the lien, right?
A Correct.
Q And that was before Watson signed the joint defense agreement, right?
A I believe we determined that.
Q What other actual damages have you incurred that you're seeking under your civil conspiracy claim against Watson?
A I don't know the answer to that question right now.
Q What special damages have you sustained that you're seeking under your civil conspiracy claim against Watson?
A The special damages are listed in Library Associates's answer to Bernhard MCC's supplemental interrogatories.
Q What are they?
A They are liquidated damages in the amount of $9,500 a day that are in excess of liquidated damages cap of two and a half percent of the GMP. The project was 525 days late. Lost profits and

use damages in the amount calculated in the report of Cotton & Company. Additional loan interest in the amount of $2,269,124.53. This damage amount continues to accrue. Attorneys' fees and costs. This damage continues to accrue. Expert costs. This damage continues to accrue. Punitive damages in an amount to be determined by the trier of facts. This would be applied to the civil conspiracy and breach of contract accompanied by a fraudulent act.

Q So let's take those one at a time. The liquidated damages, we've already talked about that. That was cost by delays to the project, right?

A At the cap. This is in excess of the two and a half percent cap.

Q But aren't all liquidated damages related to delays to the project?

A LDs are related to the delays, that's correct. This is in excess of the liquidated damages that were set forth and provided for in the contract.

Q And these liquidated damages are simply $9,500 per day times the number of days that exceed the cap in the contract, right?

A Correct.
Q And you incurred all of those damages from the date of contract substantial completion, the date it was supposed to be complete, until the date that the contract was actually substantially complete, correct?
A Correct.
Q The lost profit, you also incurred that, whatever those amounts are, from some point prior the date of substantial completion until the date of substantial completion, correct?
A Again, there's still areas of the hotel, even after substantial completion, that were not finished and not being able to be used, for example, the manager's apartment.
Q And on what date were you able to use the hotel completely?
A I don't recall.
Q Who would know?
A I would have to verify that with someone at Salamander Management.
Q So you don't know?
A Not as I sit here today.
Q The loan -- let's do this. The lost profit, would you have incurred those damages

regardless of whether Watson signed the joint defense agreement?

A Yes.

Q The liquidated damages, would you have incurred those regardless of whether Watson signed the joint defense agreement?

A Yes.

Q The loan interest, would you have incurred that regardless of whether Watson signed the joint defense agreement?

A Yes.

Q Attorneys' fees, would you have incurred that regardless of whether Watson signed the joint defense agreement?

A I would have incurred attorneys' fees. I don't know if I would have incurred all the attorneys' fees that are continuing to accrue.

Q Up through today, what portion of the attorneys' fees have you incurred because Watson signed the joint defense agreement?

A I don't know that number off the top of my head.

Q Is it part of your damage that you're seeking?

A Yes.

Q Did you look at your attorneys' fees billings through last month in preparation for today's deposition?

A I receive a bill for the attorneys' fees every month. I don't -- did not go back and look through every single attorney's fee for two and a half years.

Q How much have you spent on attorneys' fees to date?

A Well over a million dollars.

Q And how much of that is related solely to Watson signing the joint defense agreement?

A I don't have that answer.

Q Is it even possible for you to determine that?

A No.

Q You said --

A Well, possibly.

Q Expenses, what are those?

A Tell me where you're reading from.

Q I was just writing items down as you were reading to me. So after attorneys' fees, what's next?

A Expert costs.

Q I'm sorry. I wrote "exp." What experts

have you engaged that are going to testify about damages you've incurred related to Watson signing the joint defense agreement?

MR. MCDONALD: Object to the form.

THE WITNESS: The expert, Cotton & Company, will determine, with the information that they have, what amounts that are due to Watson under the subcontract and what amounts that Watson may show on their lien that can be attributed to the project or could be verified that they were value cost to the project.

BY MR. TERRY:

Q What does "value cost" mean?

A I believe that the -- if Watson or Balfour Beatty or any other subcontractor has cost to the project, there might be costs that they incurred that did not add value to the project, that I believe our contract only calls for us to pay for additional cost that is added value to the project.

Q How are you going to determine the -- how do you determine the value of a receptacle? Strike that.

Let's do it this way: If one of your hotel rooms, guest rooms, has five receptacles

instead of four, does the value of that room increase?

A And that's not what my comment was about. It was for -- in regards to items such as general conditions or overtime or labor cost, not actual material cost.

Q So back to your expert cost. What have you incurred in expert expenses and fees that result from Watson signing the joint defense agreement?

A I don't have that number as I sit here today.

Q Who would have the number?

A You'd have to ask Cotton & Company.

Q Do you receive invoices from Cotton & Company?

A Yes.

Q Could you have looked it up before you came today?

A I don't believe that's what their invoices -- they are not detailed. I would have to -- in that regards -- and so if there was a cost associated to Watson, I would have to request that information from Cotton & Company to see if they have got that information.

Q Isn't the work Cotton & Company is doing is simply determining whether Watson's lien amount is correct or not?

A I wouldn't say that's all they're doing.

Q What are they -- what is Cotton & Company doing, to your knowledge, to determine the amount of damages you've incurred because Watson signed a joint defense agreement?

A I don't have that answer today.

Q Earlier you discussed consequential damages and that there's a separate category of consequential damages that you're seeking that you aren't seeking in your breach of contract claim. What's that other category?

MR. MCDONALD: Object to the form.

BY MR. TERRY:

Q I'll strike the question.

What damages are you seeking -- strike that.

What consequential damages are you seeking under your claim for civil conspiracy against Watson, and are they the same as the special damages you already listed?

A They would be included in that, yes.

Q So is there something that's not included

in the special damages that is included in consequential damages?

A I believe we've listed the damages in the complaints, or in the interrogatories.

Q And we've been over all those, right?

A Yes, we have.

Q If you'll turn to Page 14 of Exhibit 10 --

Actually, let's do this first. I think I skipped something I want to get back to. Page 29, and continue looking at Paragraph 158. The second-to-the-last line says, right in the middle: And such other actual and special damages. What are those other actual and special damages?

A I believe we answered it would be the punitive damages in an amount to be determined by the trier of fact.

Q Anything else?

A No.

Q If you'll turn to Page 14. Paragraph 91, the last sentence, it says: As more fully stated below, some or all of the filed liens contain amounts that are not subject to a mechanic's lien as a matter of law.

Are you referring to Watson's lien there?

A I don't have the backup, like we stated before, on the amounts that are included in Watson's lien to determine, or to be able to determine, if the amounts in the lien are subject to mechanic's liens as a matter of law or not.

Q So let's try to take this a piece at a time, because that's a different question you've answered here. All I want to know is if you're referring to Watson's lien at all in this sentence, because I don't need to talk about Watson if this isn't about Watson.

A This is referring to all the plaintiff's subcontractor's liens, so Watson would be included in that.

Q So what facts do you rely on in support of your allegation that some or all of the amounts in -- strike that -- that the amounts in Watson's lien are not subject to a mechanic's lien as a matter of law?

A Again, we don't have all the full backup from Balfour Beatty or from Watson to allow us to determine what amounts are due as a matter of law or not.

Q So you're just guessing. You don't know if Watson's lien contains amounts that are not

subject to a mechanic's lien?

A This is a general statement regarding the plaintiff's subcontractors, so it doesn't specifically state Watson, but it's a general statement on all the plaintiff's subcontractors. But specifically to Watson, we don't have the information and the backup of Watson's lien to be able to make that determination or not.

Q So specifically it relates to Watson, you just don't know?

A That's correct.

Q Is that the same for all subcontractors that filed liens?

A As I sit here today, I believe that is the case.

Q If you'll turn to Page 18. I'm looking at Paragraph 108. The fifth line from the bottom, you say: Entering into secret agreements that provided a cloak for improper, duplicative, and excessive liens to be filed against the answering defendant's property.

How did the joint defense agreement -- what do you even mean by "provided a cloak"?

A That's a -- I'm sure that's a legal term.

Q If you'll turn to the next page, Page 19.

At the top of the page -- and you may need to read Paragraph 108 to yourself, but my question is you say: And such other conduct as revealed during discovery. My question is what other conduct are you talking about?

A I believe in that particular paragraph that if there's any other items that are revealed during discovery. As I sit here today, I don't have any other specific items of conduct.

Q So you haven't found anything through discovery?

A I would have to -- this was filed in October. I would have to consult with our attorneys to see if they have found anything during discovery at this time.

Q As you sit here now, you don't know of anything?

A Not that I'm aware of.

Q If you'll turn to Page 26. We're going to look at Paragraph 145. It is similar to what -- another paragraph we looked at. It says: Some or all of the liens filed by the subcontractor/materialmen lien claimants contain accounted or claimed items or amounts that the subcontractor/materialmen lien claimant willfully

and knowingly knew were more than is his due under SC Code Annotated Section 29-5-20.

Does this relate to Watson?

A Again, I don't have the backup to Watson's claim to know if this relates to Watson or not.

Q How much is due to Watson?

A I know what their lien is. I don't specifically know if that is all due to Watson or not without having that backup information and without having information provided by Balfour Beatty, who was the construction manager on this job. Balfour Beatty is the one who tells -- should tell me how much is due to Watson.

Q Have you determined whether some amount is due to Watson under its claims in this case?

A Again, Balfour Beatty would need to tell me if any funds or monies are due to Watson in this case.

Q Have you made any determination if an amount was due to Watson?

A No, I have not.

Q In your words, how has Watson signing the joint defense agreement harmed Library Associates?

I'll withdraw the question.

If Mr. Bennett, meaning Michael Bennett, testified that Watson should be paid for all work that it performed on this project, do you agree with that?

A No.

Q Why not?

A Again, Balfour Beatty would need to determine what Watson would need to be paid for. There may be instances where Watson had to do additional work at the request of Balfour Beatty. I don't know that Balfour Beatty would need to determine that.

Q Is that the only reason?

A And again, Watson may have done work or -- that did not add any value to the hotel, but again, I'd depend on Balfour Beatty as the project manager to tell me how much Watson should be paid and not paid.

Q What do you mean by "value to the hotel"?

A Again, as we talked about earlier, additional overtime, labor, any additional type of costs that Watson or any subcontractor may have incurred that necessarily did not add value to the building would -- if it's additional work that's not under their contract with Balfour Beatty, then

Balfour Beatty would have to review that request for the additional monies, and if it was required to have a change order, they would send that to us to review, and if they were due that additional time because it was proven that it affected the critical path, then they would be given that time. If not, then they wouldn't be due that additional cost.

Q Should Watson be paid its entire contract balance, including change orders that were executed?

A Yes.

Q Should Watson be paid for all work that it performed pursuant to a construction change directive that increased Watson's cost of performance?

A If that construction change directive was signed off by the architect, if Watson had provided the time and materials, per the construction change directive, and if the architect had reviewed that and signed off on the cost, then that would have been put in an OCO specifically with construction change directives, and yes, and if it was approved, then yes.

Q If Balfour directed Watson to perform

work through a change directive, but it wasn't a change directive to the owner, should Watson be paid to perform that work, that change directive work?

A That's between Balfour as the contractor and the subcontractor with Watson.

Q You would agree that if a subcontractor performs additional work, he should be paid for that work, right?

A Again, that would be between the subcontractor and the general contractor that has to perform the work.

Q It was your expectation and actually required by your contract between you and Balfour that Balfour pay the subcontractors for the work they performed on the project, right?

A Correct.

Q I'm going to talk about delays for a little bit. Is it your position that Library Associates may have caused delays, but they're not liable for the damages for those delays because Balfour Beatty didn't properly submit a change order request or claim?

A If Balfour Beatty incurred delays, they're required under the contract to submit a

change order request, an extension of time and a specific amount of time.

Q No question that the contract says what it says. My question's different than that. My question is is it your position that Library Associates may have actually caused delays, you just don't have to pay Balfour because they didn't properly submit a claim?

A No, that's not my position.

Q Is it your position that Library Associates did not cause any delays to the project, completion of the project?

A Balfour Beatty has not -- I guess we did receive a couple of delay notices through the course of the project, but I don't recall exactly what the reasons are for those delay notices that they sent, but they did not then ask for the extension for those delays in a change order as per the contract documents require.

Q Right. And so your position is you may have caused the delays, but you're not liable to pay for those?

A Again, I don't recall the reason of those delay notices as I sit here today, so I don't recall that Balfour -- any of Balfour Beatty's

notices were due to delays by the owner. I don't recall that as I sit here today.

Q Are you aware of any delays to the project caused by Library Associates?

A Not as I sit here today. I have not been -- not as I sit here today.

Q If you'll look at Exhibit 1, please. We're going to look at Item 24. It says: Delays caused by Library related to the project. What did you do to prepare for that topic?

A I consulted our attorneys, and, again, the answer is is Balfour Beatty is solely responsible for the critical path and the scheduling of the project, and there has been no change order requests that were submitted that could state that Library Associates made a delay that affected the critical path, so I don't know of any as we sit here today.

Q Do you agree that every change order -- every change -- strike that.

Do you agree that every change to the project after the contractually-required substantial completion date will affect the critical path of the project?

A Repeat the question.

Q Do you agree that every change after the contractual substantial completion date, the date completion was supposed to have occurred, will affect critical path of the project?

MR. MCDONALD: Object to the form.

THE WITNESS: No. Say that again. I'm sorry.

BY MR. TERRY:

Q If you make a change after the job is supposed to be done, do you agree that will affect the critical path of the project, the change?

MR. MCDONALD: Object to the form.

THE WITNESS: No.

BY MR. TERRY:

Q So as you sit here today, you're not -- is it true you're not aware of any delays to completion of the project cost by Library?

A Correct.

(Exhibit 11, Request for Change Order 113, was marked for identification.)

BY MR. TERRY:

Q I'm handing you what I've marked Exhibit Number 11. Have you seen Exhibit 11 before?

A This is dated 2017. That was four years

ago. I don't recall if I've seen this or not.

Q What is Exhibit 11?

A It is Request for Change Order 113.

Q And on the first page of Exhibit 11, there's an inset paragraph, and then there's another sentence after that. It says: We reserve our right to assess the schedule impact from time of approval.

What did that mean to you when you received it?

A Like I said, I don't -- I don't recall necessarily receiving --

Q What does it mean to you now?

A I do -- I do remember in some requests for change orders that were presented, and like I said, I don't remember this specific one from Balfour Beatty, that if they had this reservation of right, I either told them that you need to show me how this affects the critical path before I can approve this change order or we -- in my signed change order, we would strike that language. So this particular change order is not signed by me.

And in those meetings, there were times when Mr. Dooley and Mr. Starcevic would have change orders, and we would have that communication, and

they would take the change order back and save it for another day.

Q What did that sentence mean? What does that sentence that I read mean to you?

A It just says you're reserving the right to assess the schedule impact from time of approval. But again, I don't -- Balfour Beatty is stating that. Again, I didn't sign this change order, and so I don't know if I've seen this one or not.

Q I want to shift topics and talk about your selection process, particularly related to light fixtures. Did you keep track of when decisions needed to be made as it relates to light fixtures so that you did not delay completion of the project?

A I recall at one of the OAC meetings early on, we received a list from Balfour Beatty on times when they needed certain items. We -- I believe we ordered those items in a timely manner.

I do believe light fixtures came into -- they came in -- because they were all coming from China. They came in in I want to say it was January of '16, possibly. There is -- there was one instance where they were stuck in the Port of

Charleston because Balfour Beatty, who was responsible for the fixture installation and all the FF&E installation as well, that they sat in the Port of Charleston for over a week and were being charged demurrage charges until Balfour Beatty could then locate a warehouse that they could put the light fixtures in to hold them until the job had progressed to a point where they were ready to install the light fixtures.

Q You said January of '16. Did you mean January of '17?

A No. I believe some items may have come in in January of '16.

Q Did Watson, to your knowledge, timely complete its punch list for the project?

A I believe the contract documents required Balfour Beatty to provide a punch list to us, which we have not been provided by Balfour Beatty as of yet, so I -- and then I would also rely on Balfour Beatty's information as the construction manager to tell me if Watson had performed their punch list on time.

Q To your knowledge, did Watson perform its punch list items on time?

A Again, I'd have to -- I'd have to rely on

the information from Balfour Beatty.

Q So you don't know?

A I don't know.

Q Who is Marty Dale?

A Marty Dale was a superintendent I believe for Balfour Beatty at part of the time, and I believe he was on the job, and then I remember he had knee replacement, and then he was off for a while and then came back for a short period, and then I'm not sure -- he wasn't there at the end, so I don't know what happened to Marty Dale.

Q Do you have change order requests from Balfour Beatty that have never been approved or rejected?

A I believe there were change order requests from -- that was sent by Balfour Beatty in March of 2019 after the liens were filed that I know Jim Clements was reviewing, but there was no need to review those change order requests due to this litigation and the liens.

Again, however, as I pointed out earlier this morning, I believe one of the change orders was Change Order Request Number 88R1 from Lithko that was a change order from March of '19 from work that was in 2015 and '16, some three and four years

prior to the change order request being sent.

Q So just to be clear, you do have some change order requests that Mr. Clements never finished reviewing?

A I believe that's correct, yes.

Q Do you know how many?

A I don't.

Q Are we talking about ten or 50, or do you have any idea?

A It was, you know, possibly around ten that were submitted in March of 2019.

Q Aside from the fact that you know Watson did the electrical work on the project, do you know whether Watson performed specific change order work on the project?

A Like I said, I don't specifically recall the change order requests as it pertains to Watson. You showed me one here today. I don't recall that one.

Q Let's do it this way: I'll represent to you I have -- strike that.

I'll represent to you Watson has approximately -- doing really quick math here -- 35 pending change order requests.

A Yes. I'm not aware of that.

Q And my question is -- and I have them in the box behind me. If we review any of them, will you know whether Watson did the work or not?

A If they're -- are they pending, or are they ones that have been signed?

Q Pending.

A I mean, you could show me a specific one, and I can look at it. And again, it may be pending, but I may not have ever received it.

(Exhibit 12, Request for Change Order 262, was marked for identification.)

BY MR. TERRY:

Q I'm handing you what I've marked Exhibit 12. This was, as I understand it, Balfour Beatty Change Order Request 262 based on the RFI 1004 TV wall revisions, which included a change order by Watson, which was Watson CCN Number 163, to relocate switch, horn/strobe, and smoke detector due to TV furniture covering entire wall, and then removed devices and installed on firewall between 313 and 315.

Do you know if Watson did this work?

A I do not know if Watson did this work. And I am looking at the date on this request, which

is August 31st, 2018. It has three contractors -- or excuse me, two. It has Precision Walls and Watson. And the backup on Precision Walls is from January 30th -- excuse me. The backup from Watson is January the 30th, 2018, which is some eight months prior to when Balfour would have submitted this to me, if I had received it, and the backup from P Walls was August of 2017.

So I don't know if Watson did this work. I'm not sure if we were provided this RCO from Balfour Beatty, but it surely wasn't in a timely manner from when the actual work it looked like occurred, and that I would have also told Balfour Beatty at the time to please tell me how --

Hold on just a second. Hold on just a second. It's RCO 262. Through Pay App 43, Balfour Beatty had never billed us for Change Order 262, or Request for Change Order 262, so, again, I'm not sure if we were ever presented with that change order, and I'm not sure if that work was performed or not.

Change order -- excuse me. In Pay App 44, it doesn't appear that we were ever billed, or that was -- we were never -- this had never been submitted to us in an owner change order, and like

I said, I'm not sure if they did the work or not.

Q My question is really do you have enough familiarity with the work Watson did to be able to tell me whether they did the work under each of the pending change orders they claim to have performed?

A You know, it's been three years ago. I wouldn't -- I don't recall today.

Q So even if Watson did this work related to the TV receptacles, you wouldn't know?

A Not today, no, I wouldn't recall.

Q And that would be true for probably all of Watson's change order requests that are pending?

A That are pending, yes.

Q Thank you.

On Exhibit 1, Item 23 is the critical path of the project schedule. Do you know -- I think you've testified repeatedly, but do you know what the critical path of the project schedule was?

A We requested the critical path from the project schedule, and Balfour Beatty was required in each pay app to attach a critical path, and those weren't attached to the pay apps, and we weren't given those critical path schedules.

Q What was the substantial completion date of the project?

A February 15th, 2019.
Q Who determined that?
A Buck Lindsay.
Q Have we discussed all the damages you claim to have sustained?
A Yes.
Q Did you ever claim that any of the design team delayed completion of the project?
A No.
Q Did the design team delay completion of the project?
A No.
Q Have you read each of your experts' reports, to the extent they actually prepared one?
A I listened to Jim Clements's deposition. I listened to Mr. O'Connor's deposition yesterday. I have not read Mr. Boe's report. And I may have reviewed Cotton & Company's report, but that was last year sometime, so I don't recall.
Q Do you disagree with any of your experts' opinions?
A No.
Q What is the value of the work that Watson provided to the project?
A Again, that would have to come from

Balfour Beatty.

Q If you'll look at Exhibit Number 1, Topic 39, the value of the work that Watson provided to the project. What did you do to prepare for that topic?

A I did not, because I don't have a contract with Watson. Balfour Beatty has the contract with Watson, and they're the ones who would have to determine the value of the work that Watson performed.

Q So if Balfour Beatty is determining the value of the work that Watson performed, what do we need Cotton & Company to look at that for?

A Cotton & Company is reviewing the pay apps and more particularly the liens and what has been filed and what is duplicative. I think we've stated that before.

Q To be clear, you have no idea of the value of the work that Watson performed, correct?

A Correct.

Q And you've done nothing to determine the value of the work Watson performed on this project, correct?

A Correct.

Q Is anyone determining the value of

Watson's work for this project on your behalf?

A No.

Q Once the project was delayed, did construction ever catch up to the point it was no longer delayed?

A No.

(Exhibit 13, 8/8/16 Letter to Kim Brown from Tim Spano, was marked for identification.)

BY MR. TERRY:

Q I'm handing you what I marked as Exhibit 13. There was a claim made that the architect recommended that you pay a portion of the amount requested by Balfour Beatty. Do you recall that?

A Can you be more specific?

Q Sure. I believe it was called the sixth floor structure delay. Do you recall that?

A Yes.

Q Did you pay any portion of that claim?

A Balfour Beatty never submitted a request for change order for that claim. I don't believe that they agreed with what the architect had determined, and so they never submitted a request for change order for that claim.

Q Do you agree that you owe Balfour Beatty the amount that the architect determined was valid for that sixth floor delay claim?

MR. MCDONALD: Object to the form.

THE WITNESS: I believe at the time, if they would have submitted a timely claim, then we would have paid that timely claim on the amount that the architect had agreed to. Balfour never submitted a timely claim. Per the terms of the contract, they have to submit a claim within I believe 30 days. And so today, three years later, if they submitted the claim, I think per the terms of our contract, we would not be responsible for making that payment.

BY MR. TERRY:

Q Wasn't the amount -- didn't Balfour actually submit a change order request, and the architect reviewed it and determined that some amount was due to Balfour?

A No. They made a claim. They did not make a change order request.

Q What's the difference between a claim and a change order request? I can read it. I just want to know why you're distinguishing between the two.

A Because I believe all claims have to be in the form of the -- of a request for change order to be presented to the owner in a timely manner.

Q So are you saying that claims are submitted through change order requests?

A That's how it typically worked for this job, yes.

Q You've talked about that when Balfour submits a delay claim or a claim requesting additional time, they need to provide the critical path schedule. What would that -- what would Balfour need to provide to you, other than the schedule?

A They need to provide to us how that particular change would affect the critical path.

Q And what would you expect to see?

A I would expect to see the critical path schedule with the change and without the change.

Q Anything else you would need to see?

A And again, then the architect would have to review the request for change order as well, but that's what I would need to see, and then the backup for the actual change.

Q There was a redesign of what was referred to as the south patio. Do you recall that?

A There was -- the city had come to us and wanted a fence, and there was a redesign there. I think Balfour Beatty costed out the cost of that fence and came back to us, and it was over 6- or $700,000, I believe, and at that point we said no, we don't want to do that, so we did not perform that work, and we were able to work with the city for them not to require that fence.

Q Was a stop work order issued?

A They never worked on the fence. And at the point of the redesign for the south patio, I don't believe that there was any work being done in that area at that time.

Q To your knowledge, was there ever a stop work order issued by Library Associates or one of its representatives for the project?

A One may have been ordered by Jim Clements. I don't recall. But I'm not sure in what regards. It may or may not have been.

(Exhibit 14, 4/2/18 Email from Nick Starcevic, was marked for identification.)

BY MR. TERRY:

Q I'm handing you what I marked Exhibit 14. What is Exhibit 14?

A If I could get through all of the Tos first and get down to the meat of it, I might be able to determine. It appears it is an email to everyone associated with this job from Nick Starcevic on Monday, April the 2nd, 2018, regarding CCD from manager's apartment, SIs 57R1 and 63R1.

Q Are you familiar with the -- well, CCD is construction change directive, correct?

A Correct.

Q All right. And are you familiar with these two construction change directives?

A Yes. I signed the construction change directive.

Q And what date did you sign it?

A On March 22nd, 2018.

Q And do you agree that this construction change directive is related to design modifications for the manager's apartment?

A Let me read through it.

THE WITNESS: Does anybody have a magnifying glass?

THE COURT REPORTER: I have one.

MR. HILDEBRAND: Madam Court Reporter, we've been going for about an hour and a half. Do you need to take a break?

THE COURT REPORTER: I'm okay.
MR. TERRY: I think this is my last exhibit for now.
THE WITNESS: First of all, I'm not familiar with the email from Nick Starcevic. It looks like that was to all the contractors. It doesn't look like anybody from Library Associates's staff or representatives were on that -- on the email from Mr. Starcevic.
BY MR. TERRY:
Q You agree that this construction change directive included two modifications to the manager's apartment, correct?
A It appears that per attached SI 57R1 and 63R1. I've got 57R1 here. I was looking for 63R1 in the backup.
Q Well, if you'll look at the page that you signed that has Number 1 on it. It's the first page that has a number. There you go, that page. If you'll look right above Proposed Adjustments, it says: Manager's apartment modifications per attached SIs 57R1 and 63R1. That indicates that there's modifications to the manager's apartment.
A That's correct. Then it says: Per attached, and I just said I see 57R1. I was

looking for 63R1 in the backup here.

Q Sure. You have to go back about --

A I see that now. Okay. And this would have been Construction Change Directive 008. Okay.

Q You agree these were modifications to the manager's apartment in March of 2018?

A Yes.

Q And that you issued the directive -- or you signed the directive on March 22nd, 2018?

A That's correct.

Q Do you know why it took 12 days from Jennifer Faulkinberry signing it until you signed it?

A She may have signed it on March the 10th. I'm not sure when I received it. And Mr. -- Balfour Beatty didn't sign it 'til seven days after I signed it on March the 29th, so I'm not sure why there was a delay that Balfour Beatty signed it seven days after I signed it.

Q Right. You don't know if they received it either, right?

A Correct.

Q That's all the questions that I have right now. I will tell you, due to the fact that you're not prepared to answer questions about some

of the topics, I'm not going to close the deposition, but I'm certain that other attorneys have questions.

A Okay.

MR. MCDONALD: I don't know what that means, that he's not going to close the deposition, but we're here for the scheduled time for the three days, and then we're done.

MR. WINDLE: This is Al Windle. I do have some questions, but I'd like to request a five-minute break first.

MR. LINTON: Al, this is John Linton. I'm not going to be here the next two days. Do you mind if I jump in now?

MR. WINDLE: No, I don't mind. Go right ahead.

(A recess transpired.)

EXAMINATION

BY MR. LINTON:

Q Good afternoon, Ms. Brown. As you know, I represent Bernhard MCC, LLC in this case, and I just want to go through the questions that are specific to my client. And I probably am going to try to do this more quickly. Because you've covered so much ground with Mr. Terry, I think we

can probably go through these questions a little faster.

A Okay.

Q As far as the box of documents that you brought today, I believe I had down that the documents that specifically related to Bernhard MCC were the MCC subcontract agreement, the cross-notice of today's deposition with topics, and then Library Associates' answers to Bernhard MCC's supplemental interrogatories. Are those the only three documents that are specific to my client?

A Yes. If you'll mark those and give those back to me, I'd appreciate it.

(Exhibit 15, Bernhard MCC's Cross-Notice of 30(b)(6) Deposition of Library, was marked for identification.)

(Exhibit 16, Subcontract with MCC Mechanical of the Carolinas, was marked for identification.)

(Exhibit 17, Library's Answers to Plaintiff's First Set of Interrogatories, was marked for identification.)

BY MR. LINTON:

Q So I've marked the deposition exhibit as 15, the subcontract as 16, and the interrogatory

responses as 17.

A Okay.

Q And let's start with the subcontract. Did you have that subcontract from the beginning of the project, or is that something you've obtained during the litigation?

A No. I've had this one since the beginning of the project. The lender required all contracts over $5 million to be submitted to them, so Balfour Beatty provided these contracts to us to submit to the lender.

Q Was that box a box of documents that you've used throughout the project, or was that assembled for today's deposition?

A That was assembled for today's deposition.

Q Is this the same copy of the subcontract that you've had since the beginning of the project?

A Yes, it is.

Q And I see you've tabbed two things in the subcontract?

A Yes, I did.

Q What are those?

A It is an attachment to the -- the basic Balfour Beatty subcontract is approximately 12

pages, and then this is an attachment to the Balfour Beatty contract from MCC which consists of 13 pages. This is Page 4 of that 13, where under 3.B which starts on Page 3 of 13, the mechanical scope of work-specific inclusions and exclusions, and under A, Division 15 contractor's pricing includes, if you go to Page 4, Number 18 says: Full BIM for all mechanical work coordination (in-wall and overhead) and BIM coordination with all other trades and contractor.

On Page 10, I tabbed 3.E(6), Coordination Drawings, (a) this subcontractor shall participate, in conjunction with other subcontractors, in the development of MEP coordination drawings. The purpose of these drawings is to minimize conflicts between mechanical, electrical, plumbing, and fire protection during construction. Drawings shall be in Rivit/BIM generated format. These coordination drawings will be prepared in coordination with the architect's reflected ceiling plan drawings.

Q So both of those provisions have to do with MCC's participation in the BIM process?

A That's correct.

Q And I just want to make sure we're on the same page here. Is it Library Associates's

position that MCC, or later BMCC, was in charge of the BIM process, or that they had to participate under their subcontract to provide information for the BIM process?

A We were told that Balfour Beatty would be responsible for the BIM process, and I interpret this contract as Balfour Beatty has given that responsibility to BMCC to coordinate and be responsible for the BIM process and also to participate in the development of the MEP coordination drawings.

Q And if we look back where you have that first tab, doesn't it specifically state that MCC is required to provide information for the mechanical scope of work?

A It says: Full BIM for all mechanical work coordination (in-wall and overhead) and BIM coordination with all other trades and contractors.

Q Right. So it was required to participate in the process, correct?

A That is correct, and we were always told that BMCC was going to be the one running the BIM.

Q That they were solely responsible for the BIM process on this project?

A No. It says, again, that they -- that

this subcontractor shall participate in conjunction with other subcontractors in the development of the MEP coordination drawings.

Q So they just had to participate in the process?

A Correct.

Q Correct?

A With the other subcontractors, yes.

Q So they were responsible, as the mechanical and plumbing contractor, for doing their part to provide the drawings and the information that was necessary to build a BIM model as it relates to their scope of work on the project?

A Yes, and specifically, again, in the development of the MEP coordinated drawings, yes.

Q So they were not in charge of BIMing the entire project for all trades and coordinating all of that?

A No. They were to work with the other subcontractors.

Q And I think we covered this in your personal deposition. I just want to make sure, speaking for Library Associates, that the answer is the same.

You don't have any information that BMCC

ever failed to provide any information or coordinate drawings or do anything with respect to the BIM process that -- where it fell short of its responsibilities under that contract?

A Per the -- repeat the question.

Q Sure. Library Associates doesn't have any information that BMCC ever failed to provide any information or participate fully as it's required to under that subcontract in the BIM process at any time?

A No.

Q So as far as you know, they at all times did exactly what they were supposed to do with regard to their BIM responsibilities?

A As far as I know. I did not personally participate in the BIM calls.

Q But as far --

A As far as Library Associates, was it on a timely manner, I believe that Mr. Clements spoke in his deposition of that. It was the means and methods of the way that the BIM was performed that could have caused some of the delays that were then -- that have been noticed in this job, especially the sixth floor delay claim.

Q And did he place any blame on BMCC in his

deposition?

A I don't believe so.

Q So including Jim Clements's testimony, Library Associates doesn't have any information to place any blame on BMCC with regard to its participation in the BIM process?

A Correct.

Q Let's take a look at the next exhibit, the exhibit that is the notice of the 30(b)(6) deposition. Is that --

A Exhibit 15.

Q Yes. And you've been designated by Library Associates to address each of these topics?

A Yes.

Q So nobody else has been designated to address any of these?

A Correct.

Q Okay. Michael Bennett's one of the principals of Library Associates, right?

A Correct.

Q And in that role, is he authorized to bind Library Associates?

A Yes.

Q And if he speaks on behalf of Library Associates, those he's speaking to have the right

to expect that his word is true and that Library Associates will do what he says they'll do?

A Yes.

Q And does Library Associates have any information about Mr. Bennett's communications with Phil Garcia of BMCC on this project?

A I spoke to Mr. Bennett regarding this particular question. Mr. Bennett recalls one meeting with Mr. Garcia fairly early on in the project where Mr. -- and he wasn't sure the name of the person. He knows it was someone from BMCC or MCC. That they came -- they requested a meeting with Mike to talk with him about the possibility of building more of a building or a power plant to -- for our -- for our bigger projects and possibly to try to find a way -- is there a way to have all of the power for our other hotels downtown being generated out of one building, so to speak. That's Mr. Bennett's recollection of the meeting.

He remembers one meeting. This item suggests two. Mr. Bennett does not remember two meetings. He remembers that one meeting where the representative of BMCC contacted him to discuss these items.

Q And he doesn't recall whether at that

meeting that he remembers this project was discussed or not?

A He doesn't recall.

Q And so I guess what I just want to make sure of is that Library Associates -- because he testified about this in his deposition. Library Associates doesn't have any additional knowledge of those two -- one or two meetings between Phil Garcia and Michael Bennett?

A That's correct.

Q And sitting here today as Library Associates's designated representative, you don't have any specific claim that BMCC caused any delay to the project?

A As per my previous answers to Mr. Terry, I don't have any specific delays from BMCC. My contract is with Balfour Beatty, and they have not advised me of any delays by BMCC.

Q And you don't have any information from any other source or your own observations of any delay on the project caused by BMCC?

A That's correct.

Q And sitting here today as Library Associates's representative, you don't have any complaints about any of the work that BMCC

completed on the project?

A As I sit here today, I have -- Library Associates -- repeat the question. I'm sorry.

Q You don't know of any defective worked by BMCC or have any complaints about their work on the project?

A The only item that I was made aware of was right when opening, from Salamander Management, the project engineer, Ryan Quinlan, I believe was having a hard time that -- with the warranty work from BMCC, and certain units were started up early on. This project took a lot longer I think than anyone had expected, and when we needed warranty work, we were told that the warranties were expired at that point, so I'm not sure if BMCC ever provided the warranty work that was required for these, but I'd have to have more -- get more information from Mr. Quinlan.

Q Do all the units work now?

A As far as I'm aware.

Q So if there were issues, at some point they were fixed by somebody?

A Yes.

Q But you don't know whether that was BMCC or someone else?

A That's correct.
Q And do you know whether the warranty was expired at the time Mr. Quinlan was seeking warranty work on these units?
A I don't believe that it should have been, as per the terms of our contract with Balfour Beatty.
Q So is that no, you don't believe it was expired?
A I don't believe it was expired.
Q And is that because you believe the hotel should have been completed sooner?
A I believe that the contract provides us with certain warranties from the date of completion, and this was in that time period that we were being told by BMCC that they were not honoring the warranties.
Q Who at BMCC was telling you that?
A It was told to Ryan Quinlan. He would -- I would have to ask him for that information.
Q And you didn't ask him before coming to the deposition today?
A I did not, no.
Q Any other issues that you can think of?
A No.

Q Do you know how many units were involved in the warranty work you just mentioned?

A No, I do not.

Q Do you have any idea, whether it was one or ten or --

A It was one or two.

Q One or two units?

A Yes.

Q Are those guest room units?

A No. I believe they may have been some public space units.

Q Just so I -- because I'm not an HVAC guy. Do you know anything about what type of units? I mean, are they -- is it --

A I don't recall. I don't recall.

Q And following up on some of Mr. Terry's questions, but specific to Bernhard MCC, Library Associates does not have a position as to how much BMCC is owed on this project?

A That's correct.

Q And Library Associates has not undertaken an analysis of the fair value of the labor and materials provided at the project by BMCC for which it has not been paid?

A Correct.

Q And it has not hired anyone to do that analysis?

A No. Cotton & Company is just reviewing the pay requests and the change orders.

Q So they're not going to determine the value of the labor and materials that BMCC provided in the project for which it has not been paid?

A Correct.

Q So one of the topics is the current balance of the account referenced on Pages 376 through 378 and 557 and 558 of your previous deposition. Were you able to obtain that balance?

A I believe that the judge has ruled that that information is not admissible.

Q Okay. So you're not going to provide it?

A Correct.

Q Do you recall agreeing to provide it in your last deposition?

A I did, and since that time, we have provided it to the judge, and the judge has determined that it was not admissible.

Q That was part of the information that was provided to the judge?

A That's correct.

Q Because this was done without all the

parties there, right, this discussion with the judge?

A That's correct.

Q Do you know whether the judge was informed that you had agreed on the record in a deposition to provide it, and your lawyer had agreed on the record to provide it?

A I don't know that.

Q I don't know. I wasn't there.

A I don't know that.

Q Let's turn to the other exhibit, which is Library Associates' answers to Bernhard MCC's supplemental interrogatories, and that is 17.

A 17.

Q And you, as Library Associates's representative, have signed a verification of these interrogatory responses, right?

A Correct.

Q And I just want to go through some of these, and some of them I just want to make sure that I understand the answer or that it's a complete answer.

So the first one asks to describe the secret, covert, clandestine agreement that you allege BMCC entered into with plaintiff in

Paragraph 156 of your third-party complaint, and the answer provided is: See Exhibit A attached hereto. My only question is is Exhibit A, which is the joint defense -- or joint prosecution, defense, and tolling agreement, is that the total of the secret agreement that Library Associates alleges exists in this case?

A Yes.

Q The second interrogatory asks you to state the first date on which you allege that BMCC started or began to combine with plaintiff and each other to enter into a secret, covert, clandestine agreement as alleged in Paragraph 156 of your third-party complaint, and in the response, you give the dates that Balfour Beatty and BMCC signed the agreement, but at the beginning, it says: The exact date is unknown at this time. Discovery is ongoing.

And I just want to understand from you, as far as Library Associates is concerned based on the discovery to date today, would June 13th, 2019, be the date that is the beginning of that agreement?

A That is the date that BMCC signed the agreement.

Q And so what would the date that you allege BMCC started or began to combine with the plaintiff in this secret agreement be as of today?

A I don't know what type or how long prior to the date it was actually executed that BMCC had conversations with Balfour Beatty regarding this agreement, but it was signed by Balfour on May the 23rd and by BMCC on June the 13th.

Q So if it was signed on June 13th, 2019, by BMCC, would you agree that before that date, BMCC was not a party to an agreement with Balfour Beatty?

A Not as signed here, correct.

Q If it's not signed, it wouldn't be enforceable, right?

A Correct.

Q So can we agree that June 13th, 2019, is the first date of this secret agreement?

A That's fair.

Q The next one, Number 3, Interrogatory 3, says: Please identify with specificity provisions of any said agreement and/or combination you allege plaintiff allowed plaintiff to secretly and/or materially breach fundamental contractual obligation and duties as owed to you as alleged in

Paragraph 157 of your third-party complaint, and you've listed, I believe, every part of the attached agreement except for Paragraphs 15, 17, and 19 through 21.

And I just want to make sure I understand. Basically, what you're saying is the agreement itself is the problem here, right?

A Correct.

Q So it's not that every word of the agreement is a civil conspiracy, it's that the signing of the agreement itself and your assertion that that allowed Balfour to amend its subcontracts is the problem with the agreement. Is that right?

A Just a second. Let me review this.

Q Sure.

A That's correct.

Q And then Number 4 asks the primary purpose or object of the agreement, and there you've included a -- well, I'll just read it. It says: The entire purpose of the agreement is to attempt to amend Balfour Beatty's subcontracts with some of its subcontractors with such terms that violate numerous provisions of the Balfour Beatty contract with the owner. Those contract provisions include, but are not limited to, and you go on to

list several provisions of the A133 and A201.

And my question is just is there any other problem that Library Associates sees with the agreement that's attached to these responses as Exhibit A, or is that it?

A This is it.

Q Number 6, Interrogatory 6, asks that you explain/identify every overt act you contend was taken in advancement of the alleged conspiracy, and the response is that the overt acts are described in the agreement.

Did you -- I know you made notes on certain things for today. Did you go through the agreement and identify the overt acts you're referring to there?

A No. I think that answer says that they are described in the agreement. I did not make notes to myself, no.

Q Let me ask it this way: If we go back to the answer on Number 4, is the overt act that you're complaining about the fact that the agreement was entered into that Library Associates alleges allowed Balfour Beatty to amend its subcontracts?

A Repeat that.

Q I'm just trying to figure out what you're saying this conspiracy is, and you say the overt acts are described in the agreement, but if I read the agreement, the first Subsection A of the recitals is: Library Associates and contractor entered into a contract dated September 22nd, 2014, the prime contract, for the construction of the project commonly known as the Hotel at Marion Square, located at 404 King Street, Charleston, South Carolina, 29403. And I know for that one that you don't think that that was a conspiracy between Balfour Beatty and its subcontractors for it to enter into the contract with Library Associates, right?

A No.

Q So all I'm trying to do, since certain parts of this agreement are obviously not part of a conspiracy or actions taken in furtherance of one, is to just determine what things in this agreement you're referring to in that answer that says the overt acts are described in the agreement, and I was trying to -- if the case is that your answer to Number 4 that -- the fact that the agreement was entered, that -- and that Library Associates believes that allowed Balfour Beatty to amend its

subcontracts with certain subcontractors, if that's the overt act, if entering this agreement is the overt act that you're alleging, that's fine. I was just trying to confirm that. If there's something else in here that is an action taken by BMCC in furtherance of this conspiracy, I'd just like to know. And if you want to take a minute and look through it.

A Sure. Let me take a moment.

Q Sure.

MR. HILDEBRAND: Is that a copy of an exhibit that was marked in another deposition?

THE WITNESS: No. It's attached to the -- all the joint defense agreements are attached to Library's answers to the BMCC claim.

MR. LINTON: So Exhibit 17.

THE WITNESS: They're all exhibits.

MR. LINTON: It's an exhibit to the interrogatory responses.

THE WITNESS: Yes.

MR. LINTON: The whole thing has been made an Exhibit 17.

MR. HILDEBRAND: And it's exhibit what?

MR. LINTON: 17. Is that right?

MR. MCDONALD: That's it, right? Weren't you just holding it?
THE WITNESS: No. 17 is --
MR. MCDONALD: I don't see an exhibit sticker on hers.
THE WITNESS: Yeah. I don't see an --
MR. LINTON: Is it 16 right there?
THE WITNESS: No. This is 16. This is the subcontract. I thought -- no. Here it is. No, that's five. This is the wrong -- this is Library Associates 17.
MR. LINTON: 17. That's right.
THE WITNESS: This is Library Associates' answers to BMCC's claim. This is not -- this is the interrogatories.
MR. LINTON: Let's do this. I'm going to leave what's 17 as 17 and make a new Exhibit 18 be answers to interrogatories.
(Exhibit 18, Library's Answers to Bernhard MCC's Supplemental Interrogatories, were marked for identification.)
THE WITNESS: Yes. I thought Mr. Terry had marked that one.

BY MR. LINTON:

Q Before we go on, I would like to ask you -- we've been going for a little while talking about the answers to the interrogatories --

A Yes.

Q -- and we had referred to them at times by Exhibit 17. Were you looking at the document that's now been marked as Exhibit 18 at that time?

A Yes.

Q So all those questions, when we go back and read the record, if we said Exhibit 17, you and I were both looking at what's now been marked as Exhibit 18?

A Correct, correct.

MR. LINTON: Could you read back the last question?

(The Court Reporter read the question commencing on Page 151, Line 16.)

THE WITNESS: I'm still confused.

BY MR. LINTON:

Q I'll start with a new question here. I want to make sure we all understand what we're talking about.

So on the response to Interrogatory 6,

which is asking you to identify each and every overt act you contend were taken in furtherance of the agreement or combination alleged in Paragraphs 156 and 157 of the third-party complaint, you responded that the overt acts are described in the agreement. And we had just gone over the answer to Interrogatory 4. All I'm asking is is if there's anything else in the agreement or any other response to Number 6, other than what's stated in Number 4?

A I think all the items included in Interrogatory Number 4 did we say?

Q The answer to Interrogatory Number 4.

A Four. And then all of the -- except for Recital A, then you have all of the other recitals and all of the other information that is in the agreement.

Q So does that mean that, essentially, the overt act that Library Associates believes BMCC took in furtherance of this conspiracy is entering into that agreement?

A Entering into the agreement and each item in the agreement, yes.

Q And each item in the agreement. But nothing else?

A The items that -- entering into the agreement and each -- and agreeing to each item in the agreement, that's correct.

Q So the response -- Interrogatory Number 7 asks to provide a computation of the special damages you allege to have incurred in Paragraph 158 of the complaint. I know you went over a lot of this with Mr. Terry, and I'm going to try my best to go through it as quickly as possible.

So are you looking at the response to Interrogatory Number 7?

A Yes.

Q And here where you have subparts (a) through (f), are any of those damages damages that you are not claiming with regard to your breach of contract claim against Balfour Beatty?

A If you look under Page 6 of the -- what is Exhibit 17, Library Associates' answers to plaintiff's first set of interrogatories, there are damages listed under Paragraph 4.

Q And which ones of the damages that are listed under Paragraph 7 of Exhibit 18 are also listed there?

A The liquidated damages.

Q And are all the liquidated damages listed there including those in excess of the liquidated damages cap?

A I don't have my calculator. One is calculated and one's not. I don't have my calculator in front of me to determine if that's the exact number.

Q How much is the one that's calculated?

A $5,177,500.

Q And if we look at Exhibit 18, Paragraph 7(a), liquidated damages in the amount of $9,500 a day, and it says that the project was 525 days late?

A Correct.

Q That comes out to $4,987,500.

So do you believe that the liquidated damages listed in -- that Library is claiming against Balfour in its breach of contract claim include all of the liquidated damages that they're claiming against BMCC in its civil conspiracy claim as special damages?

A Yes.

Q Which other damages listed in seven of Exhibit 18 are also listed as damages claimed by Library Associates against Balfour Beatty in its

breach of contract claim?

A The loss of use in an amount to be determined, lost profits and use damages in the amount calculated in report of Cotton & Company, you've got the additional loan interest in the amount of $2,269,124.53, you've got the attorneys' fees, and that's it.

Q So is it your testimony here today that all of the damages listed as special damages in Library Associates's response to Interrogatory Number 7 in Exhibit 18, other than expert cost and punitive damages, are all also claimed by Library Associates against Balfour Beatty in its breach of contract claim?

A Yes.

Q So let's talk about the expert cost. I think you said earlier you don't know what those are to date, correct?

A Correct.

Q Have you hired an expert to help prosecute the civil conspiracy claim as it relates to Bernhard MCC?

A No.

Q Have you hired an expert to help prosecute the civil conspiracy claim at all?

A I take that back. Mr. O'Connor I believe testified as it relates to the AIA contract and as it regards to the agreements entered into by BMCC, namely the joint defense and prosecution agreement. He was hired as an expert witness, not to -- not as a prosecutor. Mr. Bundy and Mr. McDonald would be handling that.

Q So is he an expert that's going to offer testimony about the civil conspiracy claim?

A He is going to offer testimony.

Q Well, let me ask you this, because we just had his deposition yesterday.

A Yes.

Q Would you agree that the testimony he's going to offer was all given in his deposition yesterday?

A Yes.

Q Do you still have the exhibit that was Library Associates' answers and counterclaim that you were going over with Mr. Terry?

MR. TERRY: It's Exhibit 10.

THE WITNESS: Yes. That's the exhibit. This is my copy of the exhibit.

BY MR. LINTON:

Q Could you turn to Page 12, Paragraph (y)?

This is the allegation in the breach of contract claim that says -- before it gets to the subparagraphs, in Paragraph 82 on the previous page, it says: The acts and omissions include, but are not limited to, the following particulars, and then in Paragraph (y), two pages later, says: Improperly and impermissibly attempting to amend the terms of subcontracts between plaintiff and its subcontractors through the use of secret agreements - all to the detriment and damage to the answering defendant.

Is that essentially the testimony that Mr. O'Connor gave?

A He -- I believe his testimony yesterday was regarding the certain sections of the AIA and how the secret agreement, yes, related to those particular items in the A133 and the 201 that he had testified to.

Q So you would agree with me, then, that his testimony -- Library Associates has retained him to also support the breach of contract claim against Balfour Beatty for improperly and impermissibly attempting to amend the terms of the subcontracts between it and its subcontractors through the use of secret agreements?

A Yes.

Q Back on Exhibit 18, seven, the response to Interrogatory 7, Section (f), which is punitive damages, it says: In the amount to be determined by the trier of fact, and the next sentence says: This would apply to the civil conspiracy and breach of contract accompanied by a fraudulent act.

And I just want to confirm. So that means you're seeking the same punitive damages for breach of contract accompanied by a fraudulent act against Balfour Beatty as you are for the civil conspiracy claim?

A Correct.

Q And then next is Interrogatory Number 8, asking for a computation of the actual damages you allege you have incurred in Paragraph 158 of your complaint, and the only response is: Discovery is ongoing. This response will be supplemented.

And as I understand it, you basically told Mr. Terry with regard to actual damages that Cotton & Company is still working on it?

A That's correct.

Q And are any of the actual damages you're claiming the same as the categories in the previous interrogatory response, Number 7?

A That would be the lost profits and use damages in the amount calculated in the report.

Q What about the loan interest, is that also actual damages?

A Yes, that's actual.

Q What about the attorneys' fees and costs, are those actual damages?

A They would be, yes.

Q What about the expert costs, are those actual damages?

A They would be, yes.

Q Then Number 9, Interrogatory 9, says: For any and all damages identified in response to the two preceding interrogatories, please identify any other (not civil conspiracy) basis under which you assert you could recover those same damages from any party in this case, and it says: Violation of Unfair Trade Practices Act, breach of contract accompanied by a fraudulent act.

I just want to make sure I understand that response. Does that mean that all of the damages listed in response to Interrogatory 7 and 8, Library Associates is also seeking those damages with regard to its Unfair Trade Practices Act claim and its breach of contract accompanied by

a fraudulent act claim?

A Yes.

Q That's all the questions I have. Thank you.

A Great. Thank you.

MR. WINDLE: Ms. Brown, this is Mr. Windle. Are you ready for me?

THE WITNESS: Yes.

MR. HILDEBRAND: Let's take a three-minute break.

THE WITNESS: Mr. Hildebrand would like a three-minute break.

(A recess transpired.)

EXAMINATION

BY MR. WINDLE:

Q Ms. Brown, this is Al Windle. I represent Lithko and Old State Masonry.

A Yes, sir.

Q I'm going to ask you some questions following up on some of the questions that were asked earlier today, then I want to ask you some questions about the applications for payment that are being organized.

A All right.

Q First question is what -- and I am asking

you questions as a representative of Library Associates, correct?

A Yes, sir.

Q What knowledge do you have of any defective work performed by Lithko that was not corrected prior to final completion of the project and when Lithko left the job?

A My information would be the same as Mr. Clements's information that he testified to last week, I believe. There was some issues I believe he testified in the elevator shafts regarding Lithko, and then there was some issues with Old North State that he described in his deposition. That would be the extent of my knowledge on -- for both Lithko and Old North State. I have not been told by Balfour Beatty, our construction manager, of anything in addition.

Q Has Library Associates hired any contractor to correct any defective work by Lithko?

A No. I believe that Jim had testified -- and I'm sorry. I guess to answer your question, I believe that Lithko had that taken care of prior to the job finishing.

Q That was my question.

A Yes.

Q Whatever alleged defective work is attributable to Lithko was taken care of by Lithko before they left the project, right?

A To my knowledge, yes.

Q In this litigation, Library Associates is not asserting any backcharge against Balfour Beatty for any defective work by Lithko. Isn't that correct?

A That's correct.

Q Same questions for Old North State Masonry. Are you aware of any defective work performed by Old North State Masonry that was not corrected by Old North State Masonry before final completion of the project?

A I believe Mr. Clements had testified that there may have been some work deficiencies in the work from Old North State at the time of substantial completion. I'm not sure if that is still the case. I believe that they corrected that work.

Q Has Library Associates hired any contractor to correct any alleged defective work by Old North State Masonry?

A No.

Q Has Library Associates asserted any

backcharge in this litigation against Balfour Beatty for alleged defective work by Old North State Masonry?

A No.

Q What evidence do you have that Lithko delayed the critical path of the project which caused the project to be completed later than scheduled?

A Because I have not received any critical path analysis from Balfour Beatty, I have no knowledge that Lithko delayed the critical path of the project.

Q Why is that dependent upon information from Balfour?

A Because Balfour was the one responsible in the contract to provide the critical path analysis. Balfour was hired as our construction manager, and they have a responsibility in the contract to provide us with that construction -- excuse me, critical path analysis.

Q Regardless, in any event, you have no evidence at this point in time that Lithko delayed the critical path of the project which delayed completion of the project, correct?

A Correct.

Q Same question in regard to Old North State Masonry. What evidence do you have that Old North State Masonry delayed the critical path of construction which delayed completion of the project?

A I have no knowledge that Old North State delayed the critical path of the project because I have not received a critical path analysis from Balfour Beatty.

Q What evidence do you have that Lithko should not be paid its subcontract amount in full, if any?

A I don't have any information. Balfour Beatty is the construction manager. My contract is with Balfour Beatty and not with Lithko, and I have not been told any reason why Lithko should not be paid for the work that they did.

Q What evidence do you have that Old North State Masonry should not be paid in full for its work on the project, if any?

A Again, I have no information from Balfour Beatty that states that Old North State should not be paid in full for the work that they did on the project. I do not have a contract with Old North State, only with Balfour Beatty.

Q Does Library Associates contend that either Lithko or Old North State Masonry should not be paid in full because of anything?

A Again, my contract is with Balfour Beatty. I don't pay the subcontractors; I pay certified pay requests from the architect. And I have not been provided any information from Balfour Beatty, but I have not received either a certified pay request from the architect.

Q At this point in time, Library Associates has no evidence that either Lithko or Old North State Masonry should not be paid their full subcontract sum. Isn't that correct?

A I don't have -- I don't have any information at this time.

Q Do you have anyone working to gather that information?

A My contract's with Balfour Beatty, not with Old North State or Lithko.

Q That's not my question. Is the answer no, you don't have anyone working to gather that kind of information right now?

A That's correct.

Q Let's talk about the lien by Lithko. Have you looked at it?

A I had looked all -- at all the liens at one point. I have not reviewed the specific lien lately, no.

Q Do you have any evidence that the lien by Lithko includes a claim for anything that Lithko is not entitled to claim a lien for under the South Carolina lien law?

MR. MCDONALD: Object to the form.

THE WITNESS: I don't have the lien in front of me. A majority of the liens that were produced in this case did not have sufficient backup to determine if any of the information in the lien was invalid under South Carolina law.

BY MR. WINDLE:

Q So at this point, you do not have any evidence that Lithko's lien contains a claim for anything not allowed by the South Carolina lien law. Isn't that correct?

A I don't have the lien in front of me. If you could show me the lien, then I would take a look at it. I don't remember the specifics of the Lithko lien.

Q Do you recall, as a representative of Library Associates, that Library Associates has any problem with the lien filed by Lithko, specifically

that it contains a claim for something not allowed by the South Carolina lien law?

MR. MCDONALD: Object to the form.

THE WITNESS: If you would show me the lien -- if someone would show me the lien, then I would be able to take a look at it. I don't recall the specifics of the Lithko lien as I sit here today.

BY MR. WINDLE:

Q My question is it's your testimony that you don't recall whether the Lithko lien contains any claim for something not allowed by South Carolina law?

MR. MCDONALD: Object to the form.

THE WITNESS: I don't remember the specifics of the Lithko lien as I sit here today.

BY MR. WINDLE:

Q Does Library Associates contend that the Lithko lien is overstated?

A I don't recall the specifics of the Lithko lien. I do not recall if they provided sufficient backup in their lien to answer that question.

Q Who is -- well, strike that.

Has Library Associates made a request to

Balfour for anything -- any documentation in regard to the lien by Lithko?

A Library Associates have made requests to Balfour for backup on all of the liens.

Q Does Library Associates contend that Lithko's lien is duplicative?

A I do not have the backup of the Lithko lien, and I cannot recall as I sit here today if the backup is included to determine if that lien is duplicative. I do not know the date that that lien was filed to determine if that was -- if it was duplicative.

Q Duplicative of what? What are you referring to?

A Duplicative of the lien that Balfour Beatty has submitted in the project.

MR. WINDLE: Don, have you got those applications for payment?

MR. TERRY: They're right here, and there's also what looks like a portion of the contract.

MR. WINDLE: We'll make that a separate exhibit.

MR. TERRY: So you want all the applications for payment to be a single exhibit?

MR. WINDLE: That would be easy, yes, and the contract portion a separate exhibit.

(Exhibit 19, Applications for Payment, were marked for identification.)

(Exhibit 20, Portion of Contract, was marked for identification.)

MR. TERRY: So the pay apps will be 19, and the contract portion will be 20.

BY MR. WINDLE:

Q Ms. Brown, are you familiar with the payment provisions of the contract between Library and Balfour in general?

A Yes.

Q Basically that every month, Balfour would submit an application for payment to be reviewed by the architect and the owner and approved as the architect and owner deemed appropriate?

A Yes.

Q Is that what was done on this project up through Pay App Number 42?

A Through Pay App 42, yes.

Q Were you involved in that process at all?

A Yes.

Q What was your role in that process?

A The architect would certify the pay app.

She would then send the certified pay app to me. I would put them -- include it in the pay app to the bank that also included all the other costs on the job: Architect's fees, engineer's fees, FF&E, interest expense, et cetera. I would then submit it to the bank. The bank would then review it. They would request the title update. Once they received the title update, the bank would fund my account with the total draw, and then I would send a check to Balfour Beatty to their corporate office for their draw.

Q Is it your opinion that Buck Lindsay did a proper job in reviewing and certifying applications for payment on this job?

A Yes.

Q In other words, in your opinion, Mr. Lindsay fulfilled any of his contractual requirements for contract administration in regard to reviewing and approving/certifying pay apps? That is correct, in your opinion?

A Yes.

Q And you also reviewed and would not have sent a pay app to the bank for payment if you didn't agree with the provisions of that application for payment, correct?

A Typically -- I would rely on the architect of record to certify it. These pay apps would typically be about 500 pages long, because it would have to include all of the backup from each subcontractor that then she would have to go through and make sure that all of the numbers matched.

Q And the contract between Library and Balfour provided that Balfour had the right -- excuse me, that Library had the right to withhold money from any progress payment if the contractor was in default, correct?

A Correct.

Q Or if the contractor had breached the contract, the owner could also withhold funds. Isn't that right?

A They had that option, yes.

Q Library also had the option to withhold funds, including retainage, if the owner didn't believe that the contractor could complete the contract within the construction schedule?

A The retainage amount was specified by the lender of 10 percent in the loan documents, of which Balfour Beatty agreed to the 10 percent when they signed the contractor's agreement to Met Life

at the loan closing, and the 10 percent retainage was also identified in the preconstruction meeting prior to the job starting.

Q It's also identified in the prime contract, isn't it, that the owner has the right to withhold 10 percent from progress payments?

A The owner will hold 10 percent of progress payments as required by the lender, yes.

Q And that release of any retainage was at the discretion of the lender and the owner. Isn't that correct?

A It was really the discretion of the lender, yes.

Q And the retainage is for the protection of the owner?

A And the lender.

Q And the lender, correct?

A Yes.

Q And let's look at the applications for payment just a minute.

A All right.

Q Which is the first one you've got?

A First one I have is 35, I believe. Let me look through the -- that was the one on top that Mr. Terry gave me. Let's make sure that that's

correct. Yes, it was 35.

Q If you would turn to -- I don't have any questions about that.

Would you turn to 36?

A Okay. Hold on. That's 37. I don't believe I have 36. I have -- the next one I have is -- I'm sorry. That looks like eight to me.

Q Do you have a 37 or a 38?

A I think it looks like -- May 1st, is that 36? It's hard to read from this document that I have.

Q Application Number 37 is for the period to April 30, 2018.

A Yes, I have 37.

Q Let's look at that one first.

A All right.

Q This is Pay Application Number 37 for the period through April 30, 2018, and if you look on the cover page, Line 4, the total completed and stored to date. Are you with me?

A Yes, sir.

Q Is $59,259,283.36, right?

A Yes.

Q And the amount retained is $5,132,548.64, right?

A This copy is so little, I can't read it, so -- but it looks like it's 5 million 132, that's correct, and that is on the front under total retainage, $5,132,548, correct.

Q Yeah. That's what I was looking at. And do you still have your magnifying glass if you need it?

A Yes.

Q I will represent to you that if you do the math and divide the retainage by the completed and stored to date, that the retainage at that time is 8.77 percent. You don't have to believe me, but I'm just going to tell you that.

If you would look at Application for Payment Number 38.

A Okay. The next one I have is 39.

Q You don't have a 38?

A I do have 38. It was in another order. I'm sorry. 38.

Q I'm sorry these aren't in chronological order for you.

A That's May 1st, correct.

Q That's for the period to May 31, 2018.

A Correct.

Q And that shows that the total completed

and stored to date is $60,289,231.47, right?

A That's correct. But the last ones that we've looked at, these were not certified by the architect, so I'm assuming -- I don't have the certified copies for the last one and for this Number 38.

Q It's my understanding that all pay apps were certified up through -- and paid up through Pay App Number 42. Is that correct?

A That's correct. Okay.

Q And if you look at that copy of Pay App Number 38, the retainage is $5,234,792, correct, and 90 cents?

A That's correct.

Q If you would look at Pay App Number 39.

A Yes.

Q Pay App Number 39 is for the period to 6/30/2018, and it shows total completed and stored to date is $60,937,682.87, right?

A That's correct. It's very hard to read the actual pay apps themselves in these copies.

Q Have you got the cover page in front of you?

A I do have the cover page, yes.

Q Okay. And on Pay App Number 39,

retainage is now $3,709,981.78, correct?

A That's what the cover page says, yes.

Q So retainage has been reduced from Pay App 38 to Pay App 39 from 5.2 million to 3.7 million, right?

A This is one that was -- that shows certification here by the architect, but I do know that during this time period that it was noticed that Balfour Beatty just automatically took it down by 5 percent, to 5 percent instead of the 6 percent, so even though she -- this one's signed, it may not have been the actual correct one because I believe there was ones that had been marked up after the fact.

Q With that qualification, just looking at this document in front of you, Pay App Number 39, it indicates that the retainage has been released from five point two -- reduced from 5.2 million to 3.7 million, right?

A That's what -- that's what this shows, but this one -- I do -- I do remember the issue at that time regarding the retainage, but that's what it shows on this cover sheet.

Q And at that time, Balfour was reporting that the percentage complete of the project was

94.5 percent, correct?

A That looks like that is what the number is on the bottom of the pay app, yes.

Q That's as of June 30, 2018.

If you look at Pay App Number 40, that's for the period to July 31, 2018. Do you have that document?

A Yes.

Q The retainage is reduced again from 3.7 million in Pay App 39 to 3.5 million in Application Number 40, correct?

A That's what this states. It is not -- this one is not certified by the architect, the copy that I have.

Q Yeah. The copy I have isn't either, but with that qualification.

This document shows that the percentage complete is now -- I can't read that. Looks like 96.5 percent, but it's hard to see.

A Yes.

Q Is it your recollection that retainage was reduced across the board in the schedule of values to 5 percent for all subcontractors by Balfour?

A Yes.

Q Look at Pay App Number 41, and this is the pay period to August 31, 2018?

A Yes.

Q And it shows that retainage has been reduced again from 3.5 to 3.4 million?

A Correct. And this one is not certified by the architect.

Q And as of that pay period, August 31, 2018, Balfour is reporting that the project is 98.9 -- no, excuse me, 96.9 percent complete?

A I can't read that number. I'm sorry. That one's even --

Q It's hard to read.

A Yeah.

Q And I believe you testified earlier today that you were aware in March of 2017 that the project wasn't going to be completed on time, right?

A Yes.

Q Looking at the last pay app, Pay App Number 42, this is for the period to September 30, 2018, and it shows that the retainage is being reduced even further, correct?

A Yes.

Q Release of retainage was discretionary

with the bank, right?

A That's correct, that's correct.

Q And the bank had the right, the owner had the right, to withhold payments of retainage if the contractor was in default, right?

A Yes.

Q The owner also had the right to withhold retainage if the contractor was in breach of the contract, right?

A Yes.

Q And a breach of the contract, example of a breach would be a delay in completion of the project, completing past the contract date of substantial completion. Isn't that right?

A Yes.

Q But that's not what's going -- but neither the owner nor the lender were withholding retainage for default or a breach or a delay in September of 2018. Isn't that correct?

A Yes. They had the right, but not the obligation.

Q They had the right to withhold it, but they weren't withholding retainage in September 2018, they were actually releasing retainage, correct?

A That's correct.

Q And at that time, according to Pay App Number 42, for the period to 9/30/2018, Balfour is reporting that the project is 97.6 percent complete, correct?

A I can't read that number.

Q In any event, at that point in time, neither the lender nor the owner are holding bonds as if the contractor is in breach or in default, in fact, they're doing the opposite, they're releasing funds that are completely discretionary to release. Isn't that correct?

A That's correct.

Q I have no further questions.

MR. MCDONALD: It's about 5:00. We agreed to go a little bit late if Don had some extra stuff because he's got some family obligations.

Do you have any follow-ups right now, Don?

MR. TERRY: Not right now.

MR. MCDONALD: So why don't we call it a day for today and start back tomorrow morning at 9:00.

(The deposition was adjourned at

4:58 p.m.)

- - -

SIGNATURE OF DEPONENT

I, the undersigned, KIMBERLY BENNETT BROWN, do hereby certify that I have read the foregoing deposition transcript and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____
KIMBERLY BENNETT BROWN DATE

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Marie H. Bruegger, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

_____Date_____

Marie H. Bruegger, RPR, CRR
Notary Public in and for the County of Charleston, State of South Carolina

My commission expires March 23, 2031

STATE OF SOUTH CAROLINA	COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	9TH JUDICIAL CIRCUIT
BALFOUR BEATTY CONSTRUCTION, Plaintiff, vs. LIBRARY ASSOCIATES, LLC, and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, Defendants.	CASE NO. 2019-CP-10-01108

(Caption Continues on Page 2)

30(b)(6) DEPOSITION OF LIBRARY ASSOCIATES, INC., through its designated representative,
KIMBERLY BENNETT BROWN
VOLUME 2 OF 2

DATE TAKEN:	Thursday, April 29, 2021
TIME BEGAN:	9:10 a.m.
TIME ENDED:	3:34 p.m.
LOCATION:	Bundy McDonald, LLC 1516 Old Trolley Road, 2nd Floor Summerville, South Carolina
REPORTED BY:	Marie H. Bruegger, RPR, CRR

(Caption Continued)

LIBRARY ASSOCIATES, INC.,

Third-Party Plaintiff,

vs.

LITHKO CONTRACTING, LLC, GUY M. BEATY, INC., BERNHARD MMC, LLC, GULF STREAM CONSTRUCTION COMPANY, INC., PRECISION WALLS, INC., PALMETTO AUTOMATIC SPRINKLER COMPANY, INC., COOK & BOARDMAN, LLC, STRONG TOWER CONSTRUCTION, LLC, d/b/a KOCH CORPORATION, WATSON ELECTRICAL CONSTRUCTION, CO., LLC, TRIMARK FOODCRAFT, LLC, PLEASANT PLACES, INC., DAVID ALLEN COMPANY, INC., PREMIER EXTERIORS, LLC, WARCO CONSTRUCTION, INC., OLD NORTH STATE MASONRY, LLC, TOM ROCHESTER & ASSOCIATES, d/b/a SOUTHEASTERN ARCHITECTURAL SYSTEMS, FORTON COMPANY, LLC, LOWCOUNTRY CASE & MILLWORK, INC., QUANTUM COATINGS, LLC, and BALFOUR BEATTY CONSTRUCTION GROUP, INC.,

Third-Party Defendants.

APPEARANCES:

REPRESENTING THE PLAINTIFF BALFOUR BEATTY CONSTRUCTION, LLC and THIRD-PARTY DEFENDANT BALFOUR BEATTY CONSTRUCTION GROUP, INC.:

PARKER, POE, ADAMS & BERNSTEIN, LLP
BY: THOMAS C. HILDEBRAND, JR.
(In Person and Appearing Remotely)
200 Meeting Street, Suite 301
Charleston, SC 29401
(843)727-2650
tomhildebrand@parkerpoe.com

REPRESENTING THE DEFENDANT LIBRARY ASSOCIATES, LLC:

BUNDY MCDONALD, LLC
BY: M. BRENT MCDONALD
1516 Old Trolley Road, Second Floor
Summerville, SC 29485
(843)212-0525
brent@bundymcdonald.com

REPRESENTING THE DEFENDANT METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION:

BUIST, BYARS & TAYLOR, LLC
BY: G. HAMLIN O'KELLEY, III
(Appearing Remotely)
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
(843)856-4488
hamlin.okelley@buistbyars.com

REPRESENTING THE THIRD-PARTY DEFENDANTS LITHKO CONTRACTING, LLC, f/k/a LITHKO CONTRACTING, INC., WATSON ELECTRICAL CONSTRUCTION CO., LLC, and OLD NORTH STATE MASONRY:

SMITH, TERRY & JOHNSON
BY: DON R. TERRY
(Appearing Remotely)
150 Milestone Way, Suite C
Greenville, SC 29615
(864)520-4847
dterry@smithterrylaw.com

APPEARANCES CONTINUED:

REPRESENTING THE THIRD-PARTY DEFENDANTS LITHKO CONTRACTING, LLC, f/k/a LITHKO CONTRACTING, INC., WATSON ELECTRICAL CONSTRUCTION CO., LLC, and OLD NORTH STATE MASONRY:

SMITH, TERRY & JOHNSON
BY: STEELE B. WINDLE, III
(Appearing Remotely)
11525 North Community House Road
Suite 425
Charlotte, NC 28277
(704)944-3244
awindle@smithterrylaw.com

REPRESENTING THE THIRD-PARTY DEFENDANT BERNHARD MMC, LLC:

WALKER, GRESSETTE, FREEMAN & LINTON
BY: JENNIFER IVEY
(Appearing Remotely)
66 Hasell Street
Charleston, SC 29401
(843)727-2200
linton@wgfllaw.com

REPRESENTING THE THIRD-PARTY DEFENDANT GULF STREAM CONSTRUCTION COMPANY, INC.:

WALKER, GRESSETTE, FREEMAN & LINTON
BY: IAN W. FREEMAN
(Appearing Remotely)
66 Hasell Street
Charleston, SC 29401
(843)727-2200
freeman@wgfllaw.com

REPRESENTING THE THIRD-PARTY DEFENDANT COOK & BOARDMAN, LLC:

POYNER SPRUILL
BY: SARAH DIFRANCO
(Appearing Remotely)
301 South College Street, Suite 2900
Charlotte, NC 28202
(704)342-5250
sdifranco@poynerspruill.com

APPEARANCES CONTINUED:

REPRESENTING THE THIRD-PARTY DEFENDANT STRONG TOWER CONSTRUCTION, LLC d/b/a KOCH CORPORATION:

SMITH|CLOSSER|WHEELER
BY: SAMUEL M. WHEELER
(Appearing Remotely)
7455 Cross County Road, Suite 1
Charleston, SC 29418
(843)760-0220
swheeler@schlaw.com

REPRESENTING THE THIRD-PARTY DEFENDANT PLEASANT PLACES, INC.:

ROBERTSON, HOLLINGSWORTH, MANOS & RAHN
BY: MICHAEL E. WRIGHT
(Appearing Remotely)
550 King Street, Suite 300
Charleston, SC 29401
(843)723-6470
mew@roblaw.net

REPRESENTING THE THIRD-PARTY DEFENDANT LOWCOUNTRY CASE & MILLWORK, INC.:

ANDREW K. EPTING, JR., LLC
BY: JAAN G. RANNIK
(Appearing Remotely)
46A State Street
Charleston, SC 29401
(843)377-1871
jgr@epting-law.com

REPRESENTING THE THIRD-PARTY DEFENDANT QUANTUM COATINGS, LLC:

THURMOND, KIRCHNER & TIMBES
BY: MICHAEL A. TIMBES
(In Person and Appearing Remotely)
15 Mid-Atlantic Wharf, Suite 101
Charleston, SC 29401
(843)937-8000
michael@tktlawyers.com

I N D E X

PAGE

EXAMINATION:
By Mr. Hildebrand.....194
By Mr. Timbes.....238
By Mr. Rannik.....284
By Mr. Freeman.....301
By Mr. Wheeler.....320
By Mr. Wright.....325
By Mr. McDonald.....343
By Mr. Terry.....362
By Mr. Hildebrand.....368
By Mr. Timbes.....385
Certificate of Reporter.....389

INDEX OF EXHIBITS

PAGE

Exhibit 21 Balfour's Cross-Notice of the 30(b)(6) Deposition of Library Associates.....196
Exhibit 22 Ms. Brown's Working Copy of Balfour's Cross-Notice of the 30(b)(6) Deposition of Library Associates with Cover Letter.....197

PAGE

Exhibit 23 Quantum Coatings Cross-Notice of the 30(b)(6) Deposition of Library Associates.....283

Exhibit 24 Lowcountry Case & Millwork's Amended Cross-Notice of the 30(b)(6) Deposition of Library Associates.....287

Exhibit 25 Change Order Log.....292

Exhibit 26 3/13/19 Email to Clements from Starcevic.....294

Exhibit 27 Joinder to the Joint Prosecution, Defense, and Tolling Agreement....343

Exhibit 28 Materials Provided in Support of Lowcountry's Cross-Notice.....290

- - -

KIMBERLY BENNETT BROWN

being first duly sworn, testified as follows:

EXAMINATION

BY MR. HILDEBRAND:

Q Ms. Brown, we met before. I'm Tom Hildebrand. I represent Balfour Beatty Construction, LLC, in this matter.

The same instructions that I had given you before and just some general guidelines to try to make the deposition go more smoothly, if you want to take a break, just let me know, and I'll be glad to do that.

If you'd like for me to repeat my questions or rephrase them, please just let me know, and I'll be happy to do that.

Please let me finish my question before you start your answer, and I'll likewise reciprocate, okay.

A Okay.

Q Are you feeling well today?

A Feeling fine.

Q Are you under the influence of any medications or any other substances that might affect either your ability to understand my questions or to respond to them?

A No.
Q You were deposed in this matter several months ago. Do you recall that?
A I do.
Q Was the testimony that you gave in your prior deposition truthful and accurate?
A Truthful and accurate at the time that I gave my deposition as I can recall, yes.
Q Well, is there anything inaccurate, sitting here today, or untruthful that you want to retract from your prior deposition?
A I did not read my prior deposition prior to this deposition, but not to my knowledge.
Q So to your recollection sitting here today, there is nothing in your prior deposition that you believe needs to be changed, correct?
A Not that I can recall, correct.
Q Is there anything in your prior deposition -- you're testifying as -- I'm sorry. I can't remember. What is your position with the company?
A With Library Associates?
Q Okay, Library Associates.
A I'm an authorized agent, and I'm the secretary of Library Associates Management, Inc.,

LLC, which is the managing member for Library Associates.

Q You were noticed previously just as Kim Brown, not as a 30(b)(6) representative of Library Associates. Does that make any distinction to you? In other words, would your testimony previously have been any different if you had been told, okay, you're not testifying based on your -- simply as what you recall, but as the representative of Library Associates?

A I don't believe so. I did not prepare for my deposition, for my personal deposition. I have spent time preparing for this deposition. So maybe some items that I didn't recall at the time of my personal deposition I may have more information on now that I have prepared as the 30(b)(6) for Library Associates.

(Exhibit 21, Balfour's Cross-Notice of the 30(b)(6) Deposition of Library Associates, was marked for identification.)

BY MR. HILDEBRAND:

Q We have premarked as Exhibit 21 Balfour's 30(b)(6) deposition notice, and that's just a clean copy of it, and then let's mark as 22 your working

copy that has my cover letter on it.

(Exhibit 22, Ms. Brown's Working Copy of Balfour's Cross-Notice of the 30(b)(6) Deposition of Library Associates with Cover Letter, was marked for identification.)

BY MR. HILDEBRAND:

Q And can you tell me what -- there are pink tabs beside a number of the topics on Exhibit 22. Can you tell me what those are, please?

A Yes. Those are just the pink tabs with my handwritten notice for the items in the 30(b)(6) notice.

Q So those are just kind of your reminders or some of your observations about what appropriate responses would be for Library Associates to those topics?

A Correct.

MR. HILDEBRAND: Court Reporter, we've marked that as an exhibit, but probably the best way to make a copy -- I don't know if the whole page can be copied, but maybe what you would need to do is to put the pink exhibits on a separate piece of paper at the end and then make

several copies that way.
BY MR. HILDEBRAND:
Q I think this may go a little more quickly than you might have anticipated because I think a lot of the substance was covered in the thorough questioning yesterday, but let's work if we can through some of these topics.
On Topic Number 4, delays claimed by Library to have been caused by Library -- I'm sorry, to have been caused by Balfour to the project, including each specific schedule activity that Library asserts Balfour delayed, the length of the delay, and what impact the delay had on the project's critical path, what is your testimony relative to that?
A My testimony is that Balfour Beatty, as the construction manager, was responsible for the scheduling and the critical path analysis, and they would be the ones who would answer that question. And I believe that in the contract under -- bear with me just one second.
Q Take your time.
A And that is evident in the A201 Section 10 point -- excuse me, 3.10.4.7.
Q And that's a full and complete response

to Item Number 4, correct?

A Yes.

Q How about what testimony or opinions do you have as the 30(b)(6) representative on Item Number 5, which are delays and impacts and critical path impacts that are attributable to the owner? Would it be the same response?

A Yes, that would be the same response.

Q How about Item Number 6, any delays, including specific project schedule activities, length of delays, and/or impacts to the critical path, any response relative to that would be the same response that you gave me to Number 4, that that's Balfour's responsibility. Is that correct?

A That's correct, with the addition of I believe it was marked in Exhibit 7 yesterday, the daily reports from Balfour. There were certain innumerous items showing delays by certain subcontractors that Balfour had labeled in their daily reports.

Q Well, we can go through those, but do those -- do you have an opinion -- those are some issues on the project and some delays that might -- you can have a delay that could only last an hour, or you could have a delay that might last a month.

Do you have -- going through those items on that report, do you have testimony on behalf of Library Associates as to what the length of the delays were that are itemized on that exhibit?

A No, I do not.

Q And do you have any testimony that any of those delays actually impacted the critical path?

A Because we have not received the critical path analysis from Balfour Beatty to allow us to review that to determine if any of those delays would have impacted the critical path, I have no information at this time on that.

Q Actually, Number 5 was delays caused by any of the owner's direct contractors, agents, consultants, representatives, design and engineering professionals. So, again, same response?

A Yes.

Q And then six actually is any delays caused by Library itself. Same response?

A I believe six is --

Q I'm sorry. Subcontractor -- seven is Library. So same response as to Number 7?

A Yes.

Q Number 8 is increases to the project

duration claimed by Library to have been caused by Balfour. Same response?

A Yes.

Q Number 9, increases to the project duration alleged to have been caused by Library's direct contractors, agents, consultants, design and engineering professionals. Same answer?

A Yes.

Q Number 10, increases to the project duration alleged to have been caused by each subcontractor of Balfour, including each specific project schedule activity, the length of the duration, and its impact on the critical path. Same response?

A Yes.

Q And then Number 11, same question, any increases to the project duration caused by Library directly. Same response?

A Yes.

Q So jumping down to Number 13, the critical path of the project schedule, same response?

A Yes. And in addition, the responsibility of Balfour as the construction manager under Section 3.10.4.2 where the schedule shall be a

critical path method and that they were the ones who were responsible for that.

Q And that's in the 201?

A That's in the 201.

Q Number 17, the reasons Library has not made payment on the Applications for Payment 43, 44, and 45, I think that was covered yesterday. Is that correct?

A That's correct.

Q Is there anything else you need to tell me or we need to discuss on that?

A No, I don't believe so.

Q Defective or incomplete work relating to the project, is there anything that was not discussed yesterday or any items that were not articulated?

A No.

Q Number 22, any written notifications given to Balfour identifying alleged defects or deficiencies in the work, is there anything that has not been previously identified?

A They were notices I believe from Buck Lindsay. I'm not sure if we reviewed that yesterday. I believe it was a notice on 12/18.

Q 12/18 of what?

A 12/18/18. That was a note from Buck Lindsay to Dave Simonton, and it had copied myself, Jim Clements, and Jen Faulkinberry where Mr. Lindsay had visited the building and gave notice to Mr. Simonton of Balfour Beatty of the deficiencies that he had found at the time of his walk-through.

Q The punch list deficiencies?

A In addition some -- the punch list deficiencies and the fact that the contractor had not provided a punch list at that point. It says: It also has been reported in the last few days that the fire marshal provided a list of 13 items that had not been addressed. The owner and architect have requested a copy of the list from the contractor; however, it has not yet been provided.

Q Are there any notifications that preexist that one?

A There was a notice that Mr. Lindsay had sent prior to his visit on 12/18. It was on 12/11/18.

Q Any prior to that?

A There was notices from Mr. Clements to Pat Dean in October 3rd, 2018. There was a letter from Mr. Clements, October the 26th of 2018 to

Mr. Simonton. There was another notice of November 4th of 2018 from Mr. Clements to Mr. Simonton.

Q Is that it?

A That's all that I can recall.

Q Is that -- what is that notebook?

A This was the book that was labeled Exhibit 8 yesterday.

MR. HILDEBRAND: I'd like to get a copy of this in kind of a notebook form like this. Is that something that you would do, or would I need to make arrangements with Ms. Brown?

BY MR. HILDEBRAND:

Q So Exhibit Number 8 is the compilation of documents that you did that were in response to the topics that Balfour had wanted to question you about for the 30(b)(6) deposition, correct?

A Correct.

Q Let's go to -- so we've answered Number 22, correct?

A Yes.

Q 23, the first written notice given to Balfour where Library made or stated it specifically intended to make a claim against Balfour for damages related to a delay in

completion.

A The liquidated damage clause is -- as Mr. O'Connor testified, is self-executing, and there was no need to make a written claim.

Q We're going to talk about that in just a moment, though.

A Okay.

Q I think we addressed this in the prior deposition, and I believe that the first notice of a written claim to Balfour was Buck Lindsay's letter to Balfour in January of 2019 where he said, "We're looking at your latest pay application, and we're going to note that there are deductions for liquidated damages." Do you recall that?

A Yes.

Q Is there -- I think we talked about that last time. Do you have -- is there any testimony contrary that there was a prior notice?

A No.

Q So the answer to Number 23 -- do you know what exhibit that is? I think I can probably pull it. That was marked as Exhibit 25 to your deposition. It was an email from Buck Lindsay to David Simonton dated February 11, 2019, that sets out the deducts. Is there any prior notice from

Balfour prior to that date of Library's intention to assert liquidated damages or delay damages to Balfour?

A There was no prior notice from Balfour. As I think you just asked your question, there was no prior notice to Balfour from Buck Lindsay.

Q Or from Library?

A Or from Library.

Q And I think we answered this one previously as well, Number 24, the first oral notice. There were no oral notices given prior to the written notice that we just talked about dated February 11, 2019, from Buck Lindsay to Balfour, correct?

A Correct.

Q On Number 25, the legal basis for Library's claimed entitlement to liquidated damages. And I think LDs, liquidated damages, are set forth in Paragraph 2.3.1.3 of the AIA 133. Is that correct?

A That's correct.

Q Now, you've alluded to -- so let's look at that provision.

Before we look at that provision specifically, let me ask you this. And again, I

believe we discussed this at some length at your prior deposition. Library Associates was aware and has been aware of the liquidated damages provision in the contract since the time it was executed, correct?

A Correct.

Q And that was negotiated between Library and Balfour, correct?

A Correct.

Q And reading that term in the liquidated damages provision, it's clear that it is invoked or potentially invoked as of the time that the original contract date, as extended by any scheduling orders -- I'm sorry, by any change orders -- that that establishes the date of substantial completion under the contract, and if that date is extended or passed, then the liquidated damages provision potentially comes into play, correct?

A Correct.

Q So from my review of the documents, it looks like the -- when you look at the notice to proceed, that the planned schedule date of 28 months, the substantial completion was to have been done by July 30, 2017, there was one official

20-day extension that was given, which would extend that date to August 19, 2017, so as of that date, you were aware that Library Associates had the right under the contract, if it wished to, to assert liquidated damages against Balfour, correct?

A Correct.

Q And it's your testimony that Library Associates intentionally did not assert liquidated damages against Balfour because it did not think that it was contractually required to, correct?

A We weren't contractually required to notice them that we were going to assess liquidated damages.

Q Right.

A Yes.

Q So let's look at the language of the contract in A133 2.3.1.3. In the event that the manager does not achieve substantial completion of the work within the contract time, including approved extensions -- and here's the part that I want to ask you about -- the contractor shall pay to owner as liquidated damages, and not as a penalty, the sum of $9,500, and then it says, paren, $9,000 per day, for each day of actual time of performance to achieve substantial completion

exceeds the authorized contract time.

So it says the contractor shall pay to owner, so is it your position that as of Day 1 of the contract completion date, that Balfour should have come to Library Associates and said, okay, Library Associates, we're past the date, we're going to pay you $9,000 or $9,500, whichever one you want to use, as of today, and for every day after that, Library Associates should have paid -- been paid by Balfour for each day of delay?

A It doesn't state that the contractor had to start making payments on the first date that they were delayed, it just states that they shall pay to the owners liquidated damages. It doesn't give a time period on when those payments are to be made.

Q Well, did you understand that Balfour -- did you expect Balfour to make payments to Library Associates for each day that the substantial completion exceeded the contract date voluntarily and just say, okay, Library Associates, we're just going to pay you this $9,000 for every day, we're going to start doing it, or did you expect that Library Associates was going to have to say to Balfour, look, Balfour, you did not complete this

project within the contract completion date, and therefore, you owe us X number of dollars as liquidated damages? Which one did you expect to happen?

A I believe in typical projects that the contractor is not going to come to the owner and say here's a check for $9,000 every day. I guess it's probably industry standard that those liquidated damages are typically assessed at the end of the job when the substantial completion date is met.

Q Right. It's just -- in fact, you've been through this before. You had a liquidated damages claim against a contractor on a project before this one, just before it, correct?

A Correct.

Q Right. And what happened on that was that the contractor said here's my payment application, pay me this, and the owner, which was a subsidiary of Bennett Hospitality, said we're not going to pay you that because you exceeded the completion date, and we're going to assess liquidated damages and withhold that amount, correct?

A Actually, that was assessed by the

architect in the final payment application for that project.

Q Well, the architect discussed it with you, though, didn't they?

A I don't recall specific discussions, but in general, yes.

Q Right. The architect is the owner's agent in that respect to make a determination of whether they thought liquidated damages should be applied or not?

A I believe the architect in the contract is the one who makes that final determination, but I'm sure there was discussions, yes.

Q So the simple point is that Library Associates knew that Balfour wasn't going to voluntarily pay liquidated damages. Balfour was going to have to be -- a claim was going to have to be made against Balfour by Library where Library says, look, Balfour, we are going to assess, and we want you to pay liquidated damages, right?

MR. MCDONALD: Object to the form.

THE WITNESS: Yes. I don't believe we're going to make a claim. The liquidated damages is not a claim, it's an assessment, and the architect is -- assessed those in the February 11th

letter prior to --
BY MR. HILDEBRAND:
Q Well, is the architect the one who determines whether it's a claim or not and whether they should be assessed?
A Again, I don't believe liquidated damages are a claim. I believe the architect needs to review the contract and assess any damages to the contractor per the terms of the contract, and I believe that's what the architect did in the -- when he determined the date of the substantial completion in his letter on February the 11th.
Q Did you ever discuss with the architect, prior to the first written notice that we've identified in February of 2019, look, architect, liquidated damages have begun to accrue as of August 19, 2017, and can you tell us whether you think that that's a claim or not and whether we need to assess those and make a claim for liquidated damages? Did you have any such discussions with the architect?
A No.
Q It says under 2.3.1.3 of the AIA 133 the contractor shall pay to owner those liquidated damages.

Let's turn to A201, if we can, Ms. Brown.
A Okay.
Q And I'd like for you to turn to Section 4.3, please. Do you see that?
A Yes.
Q And that's captioned Claims and Disputes, correct?
A Yes.
Q And 4.3.1 definition, a claim is a demand or assertion by one of the parties. And Library Associates would be one of the parties, correct?
A Library Associates is a party to the contract, yes.
Q Right. So a claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the contract terms, payment of money.
So if you look at the liquidated damages provision that we just talked about, it says in the event that substantial completion is exceeded, the contractor shall pay to the owner money, and we've talked about that Library Associates knew that it was going to have to make a -- whatever you want to call it if you don't want to call it a claim, it's going to have to make a demand to Balfour to pay

liquidated damages for the payment of money, correct?

A I believe this sentence and definition says: A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms. The interpretation of contract terms, payment of money, extension, or time or other relief with respect to the terms of the contract.

The terms of the contract in the A133 and the section that we were just referring to, I believe it was the 2.3.1.3 -- and I believe Mr. O'Connor testified as our expert that says that, again, the 2.3.1.3 is not a claim, and so that's with respect to the terms of the contract. So this contract does not state that you have to make a claim for liquidated damages.

Q Let's break this down. The AIA 133 liquidated damages says the contractor shall pay to owner as liquidated damages, and we've agreed that the owner needs to make a demand of the contractor for liquidated damages. We've already talked about that, correct?

A No. I believe it's the architect who is the arbiter of the contract, and the architect

assessed those damages. I don't believe that the owner has to make a demand for the -- the architect assessed the LDs.

Q You're not -- certainly, you're not claiming that -- okay. So is Library Associates asserting a claim against Balfour in this litigation for liquidated damages?

MR. MCDONALD: Object to the form.

BY MR. HILDEBRAND:

Q Yes or no? Is it asserting a claim in this lawsuit for liquidated damages against Balfour?

MR. MCDONALD: Same objection.

THE WITNESS: It's a claim in the lawsuit, but it is not a claim as -- that we had to make per the terms of the contract. We're having to make that claim because -- we were having to -- the architect assessed the liquidated damages, and if there wasn't a lien that was put on this project, then --

BY MR. HILDEBRAND:

Q We're not talking about the liens, we're talking about this claim for liquidated damages.

MR. MCDONALD: She's entitled to finish her answer. Please don't interrupt her.

THE WITNESS: If the liens were not put on this project, then Pay App 43 and Pay App 44 and 45 would have been reviewed and, if approved by the architect, would have been paid, and at that point, after substantial completion, the architect would have deducted from the certified pay -- last certified pay app the amounts that the contractor owed back to Library Associates for the liquidated damages that were due under 2.3.1.3.

BY MR. HILDEBRAND:

Q Okay. So the architect, as the agent for Library, on February 11, the exhibit that we referred to earlier, 25 to your prior deposition, said, Balfour, we are assessing liquidated damages of $9,000 a day, and we're going to deduct that from your pay application, correct?

MR. MCDONALD: Object to the form.

BY MR. HILDEBRAND:

Q It did it as the agent for Library, didn't it?

MR. MCDONALD: Same objection.

BY MR. HILDEBRAND:

Q If you'll answer the question, please. Are you looking at Exhibit 25, the email notification from Buck Lindsay dated February 11th?

A Yes.

Q This was -- we've already talked about this -- the first notice of a claim for liquidated damages by the architect on behalf of Library against Balfour, correct?

MR. MCDONALD: Object to the form.

MR. HILDEBRAND: What's the objection?

MR. MCDONALD: You'd like a speaking objection? You would like a speaking objection?

MR. HILDEBRAND: Yeah, if you'd tell me.

MR. MCDONALD: You have no foundation for the questions you're talking about. You're inserting the word "claim" when she's repeatedly told you they weren't making a claim. You have inserted the word "as an agent for the owner" when the rights of the -- when the determination of substantial completion and the assessment of liquidated damages arise out of the parties' agreement that the architect makes that decision. So you have a lack of foundation for these questions, and that's basically my objection to the form.

MR. HILDEBRAND: Okay.

BY MR. HILDEBRAND:

Q Go ahead and answer the question.

A Could you repeat the question?

(The Court Reporter read the question commencing on Page 217, Line 2.)

MR. MCDONALD: Same objection.

BY MR. HILDEBRAND:

Q What's your answer?

A And again, I don't believe that we're required to make a claim as a claim is defined in the contract as it refers to liquidated damages.

Q Okay. But regardless, this letter that we -- this email that we just identified is the demand, or assertion, whatever you want to call it, by the architect on behalf of Library Associates for liquidated damages against Balfour, correct?

A No. I believe the email was the calculations that were as it related to Balfour's request for payment in the amounts remaining in the contract and the items that he was deducting from those amounts of the contract that were stating that were due to Library.

Q So is your point that this is not an assertion by the architect that in his view as the agent for Library that Balfour owes the owner

liquidated damages? Is that your position?

A It's in the email from the architect that states the items that are due to Library Associates from Balfour.

Q Let's look at Exhibit 25. This is, in fact, in response to the initial claim letter from Balfour, or not the initial letter, but the claim letter in January from Balfour to Library, correct? It says: We received your -- on the next page, very last sentence: We received your letter of 1/25/19, consolidated claims. So he's responding to Balfour's letter which is captioned Consolidated Claims, correct?

A No. It states that: We have received your letter of 1/25/19, consolidated claims, which was too broad and vague to be properly evaluated by asking for precise detail on any claims you may still contend. See our reply on February 4th, '19.

And so the claim that was -- he's referring to there on the January 25th, '19, letter was too broad and vague for him to properly evaluate.

Q That's way beyond -- my simple question, Ms. Brown, not as what you might think about Balfour's claim or what the architect may think

about it or what Mr. McDonald may think about it, the simple point is that he was responding to the consolidated claim from Balfour, correct?

A I don't believe that that's what it says. He was just getting his information -- he was responding to the status of Applications 43, 44, and 45. He just noted at the very last sentence that he has confirmed that he had received the letter from January 25th, but I don't believe he was writing this email in response to the letter of January 25th, he was writing this email and responding regarding Payment 43, 44, and 45.

Q Well, what does the architect -- do you see -- in Paragraph 3 of Exhibit 25 to your deposition, do you see, on the first page, Paragraph 3?

A Yes.

Q Where it says: The owner has specific claims to be asserted related to time and amount as the work completes as follows, and then Number D, liquidated damages, 530 days.

The term that the architect used, as your agent, was "claims," correct?

MR. MCDONALD: Object to the form.

THE WITNESS: Yes, but that -- if we

want to get specific, that claim is a little C, and it's not a capital C, which the claim -- so I don't -- I believe that might just be a word that he used. If he was going to assert a claim under the contract, then the claim would have been capitalized.

BY MR. HILDEBRAND:

Q So this letter, in your view, is not asserting a claim? This letter from the -- this email communication to Balfour you're now stating was not a claim?

A It's a claim, but it's not a claim as it -- as the definition in the contract with a capital C. So liquidated damages, even though he's got that under his claims that, yes, these are claims, but the liquidated damages doesn't necessarily mean that he's stating that it is a claim as defined under the contract, it is just part of the contract under 2.3.1.3.

Q So you're making a claim in this litigation you talked about, correct?

A Correct.

Q Your architect uses the term "claim" in its letter to Balfour, correct?

A He used that word, yes.

Q Right. And then let's turn to the definition of claims and disputes under A201 4.3.1.

A claim is a demand or assertion by one of the parties seeking payment of money.

In this lawsuit, Ms. Brown, are you asking Balfour to pay Library Associates money for liquidated damages?

MR. MCDONALD: Object to the form.

THE WITNESS: The architect has assessed the liquidated damages, again, and as I went on to say earlier, with respect to the terms of the contract.

BY MR. HILDEBRAND:

Q My simple question, Ms. Brown, is in this case, are you -- is Library Associates asking Judge Scarborough to award Library Associates against Balfour payment of money for liquidated damages?

MR. MCDONALD: Object to the form.

BY MR. HILDEBRAND:

Q Are you or not?

A We are asking Judge Scarborough to award us liquidated damages.

Q And you want Balfour to pay liquidated damages as a result of the claim that has been made before Judge Scarborough, correct?

MR. MCDONALD: Object to the form.
THE WITNESS: We are asking Judge Scarborough to award us liquidated damages.
BY MR. HILDEBRAND:
Q And you want Balfour to pay them, correct?
MR. MCDONALD: Object to the form.
THE WITNESS: We're asking him to award us liquidated damages.
BY MR. HILDEBRAND:
Q Right. And you expect -- and as a result of that award, you want Balfour to pay you those liquidated damages in the form of money, correct?
MR. MCDONALD: Same objection.
BY MR. HILDEBRAND:
Q It's a simple question.
A Or a deduction from their contract on this case.
Q But you expect to be -- what you want at the end of this thing is to be paid that amount. Whether it's as a deduction or an affirmative or Balfour's stroking you a check, you want to be paid for the liquidated damages, correct?
A We want to be compensated for the liquidated damages.

Q Paid or compensated is the same as far as you're concerned, correct?

A Compensated for the liquidated damages is my answer.

Q You don't want to be paid for liquidated damages? Is that what you're saying?

A We want to be compensated for the liquidated damages.

Q Are you denying that you want to be paid for liquidated damages?

A No.

Q So going back to when substantial completion was required under the contract, your testimony is, sitting here today, that you made the informed and conscious decision, based on your interpretation of the contract, that you did not need to assert a claim against Balfour for liquidated damages as of that date and that you could wait until the project was completed, correct?

A Correct.

Q And you then followed up with that through the letter from the architect that we identified as Exhibit 25 and then ultimately this lawsuit, correct?

A Correct.

Q Going to Number 33, the factual, legal, and contractual basis for Library's claim that Balfour had fiduciary obligations to Library, you referenced yesterday -- are you relying on the opinion of Mr. O'Connor as far as the legal interpretation of the contract?

A I'm relying on the opinion of my counsel and Mr. O'Connor.

Q Well, did you attend Mr. O'Connor's deposition?

A Yes, I did.

Q Did you hear him say that in his view, this contract between Balfour and Library did not impose a fiduciary obligation on Balfour?

A I listened -- I did listen to the deposition. It was very long. I don't remember specifically him stating that, but I do remember him referring to A133 1.2 where Balfour, as a construction manager, accepted the relationship of trust and confidence.

Q If you don't remember it, let's see if we can establish this. Would you agree that whatever Mr. O'Connor's opinion was on whether the contract imposes a fiduciary duty, you'll abide by that and

agree with that? He's your expert.

A He's our expert, but I also have legal counsel, so I have to abide by the legal counsel and the expert, yes.

Q So the opinions that favored you that Mr. O'Connor may espouse, you'll adopt those, but ones that don't favor something that you want, then you're going to disregard them and just follow what your attorney says? Is that your position?

MR. MCDONALD: Object to the form.

THE WITNESS: No, no, no.

BY MR. HILDEBRAND:

Q Well, why, then, aren't you going to follow your expert's opinions? You're going to adopt some and disavow some?

A Again, I'd have to -- that was just the other day. I haven't had any conversations with my legal counsel regarding Mr. O'Connor's deposition or anything that related to his deposition.

Q Well, sitting here today, you are here as the representative of Library Associates, and you have asserted and identified Mr. O'Connor as an expert who's going to render opinions about the contract, and one of his opinions is let's assume, for sake of this question, that the contract does

not impose a fiduciary obligation on behalf of Balfour. My simple question is are you going to adopt his opinion on that point or disavow it? Which one?

A Again, I'd have to talk with my legal counsel. They're the ones who are advising me in this case. I don't know. I don't know. I haven't had that conversation with them.

Q So Library is not going to determine -- make a determination of whether -- what points Library's experts are going to adopt or disavow, it's going to just rely on your attorney?

A On advice from our attorneys.

Q So your lawyers are going to decide which points they will adopt or disavow from your experts, correct?

A I will have to take advice from our attorneys.

Q Let's turn to Item 35 on the list, please. The amount of COVID Relief Paycheck Protection Program loans that Library obtained, if they were repaid or forgiven, the status of the loans, and Library's application and claimed entitlement to any loans.

A I believe that's financial information

that the judge had determined was not admissible.

Q I don't think that he addressed the Paycheck Protection Program, and I think it's relevant to your damages, so you're not going to -- you refuse to testify about that point?

A Yes.

MR. HILDEBRAND: And are you going to -- what is your instruction, Brent, as to whether she -- what is your instruction to your client whether she should testify and answer that question or not?

MR. MCDONALD: I don't have any instruction. She said that that's the basis of financial information, and you know as well as I do, I wasn't even at the hearing. So if you've got to file a motion, you've got to file a motion.

MR. HILDEBRAND: Well, I think it's your obligation to file a motion or not. If your witness --

MR. MCDONALD: And I'm not instructing her not to answer. She's saying she's not going to answer it. I'm not instructing her not to answer. And this is the basis of a hearing that I wasn't in attendance at, it was in camera, and so that's where we are.

BY MR. HILDEBRAND:

Q How about Number 36, the amount of money that was available for payment to Balfour in Library's banking account or other similar account as of the date that Library contends substantial completion was obtained, are you going to answer that?

A Again, I believe that the judge determined in that hearing that the financial information was not admissible.

Q Let's turn to Number 43, Ms. Brown.

MR. MCDONALD: I'm sorry. What number was that?

MR. HILDEBRAND: 43.

BY MR. HILDEBRAND:

Q This topic relates to Balfour's RCOs that have been identified in a volume with I think about 35 of them, and I think it was Exhibit -- seems like it's Exhibit 33. I'm sorry. It was 38. Introduced in your deposition was a list of a compilation of all the requested change orders, and there was some discussion of those yesterday. Do you remember that?

A If you have Exhibit 38 that you'd like to show me.

Q I don't have it. My question, that was a listing of all of the requested change orders from Balfour Beatty in this case?

A I don't believe I saw a listing of requested change orders yesterday.

Q Let me ask you this: Of the list of requested change orders that Balfour has that were identified in Exhibit 33, have you made a determination of which ones of those are properly owed and payable to Balfour?

A You need to show me Exhibit Number 33.

Q 38.

A Or 38.

Q Okay. I'll get that and come back to it.

MR. HILDEBRAND: Do y'all have that here, Brent?

MR. MCDONALD: 38?

MR. HILDEBRAND: I think I made a copy for you. I know that I did.

MR. MCDONALD: You made a copy for me?

MR. HILDEBRAND: Yeah. We got a request. I retained the original. It was not made an exhibit because it was so lengthy. But then Kathy had contacted me and said can y'all have an

exact copy made and send it over.

MR. MCDONALD: Yeah. I can check it.

MR. HILDEBRAND: We'll come back to that, then.

MR. MCDONALD: How about when you get done with whatever else you're going to ask, just let me know, and we'll take a break, and I can see if I can pull it.

MR. HILDEBRAND: We've been going for about an hour. Why don't we just take five now.

(A recess transpired.)

BY MR. HILDEBRAND:

Q If you would turn to my exhibit and Number 29, please, Ms. Brown. The legal, factual and contractual basis for the reasons that Library has not made a claim against its primary architect in this matter, Winford Lindsay Architects, what is Library's answer to that?

A I have no knowledge on any reason that I would need to make a claim against Winford Lindsay at this time.

Q So is it your position that Winford Lindsay has done nothing wrong that has caused or

contributed to any of the delays or damages that have been incurred by either Library or Balfour or any of the subcontractors? Is that your position?

A I don't have any knowledge from Balfour, as the construction manager, to notice that any claims would need to be made against Winford Lindsay Architects.

Q Well, hadn't Balfour since -- during this entire project, didn't it write pretty strident letters that the design issues were the cause of delays?

A But I still don't have any knowledge on why I would need to or be required to make a claim against Mr. Lindsay.

Q Same question regarding Jim Clements. Why has no claim been made against Jim Clements and Matrix?

A I have no knowledge from Balfour Beatty, the construction manager, on why I would need to make a claim or why Library Associates would need to make a claim against Jim Clements.

Q How about Design Continuum, the interior designer?

A Same response.

Q You testified yesterday that in your

view, that Balfour was required to provide the current schedule with each payment application. Is that correct?

A Correct.

Q Were Balfour's schedules always available to the owner throughout this project?

A I don't believe so. In fact, we, again, asked for critical path schedules that they were required to supply and did not get critical path schedules.

Q Well, isn't that what Mr. -- when you asked Grady Query, with Palmetto Scheduling, to look at this project, what he did was looked at Balfour's schedules and then made a determination whether he felt, based on them, whether the completion date was correct or not. Isn't that what he did?

A No. I believe he reviewed the schedules, and I believe that he had stated that the schedules did not make sense to him because the certain items in the schedules and the timing of certain items in the schedules did not add up to other items in the schedule or milestones in the schedule.

Q Do you dispute that Balfour's schedules, as originally published and as revised during this

project, were readily available upon request or otherwise to the owner?

A Not the critical path analysis schedules that we had requested, and the schedules that were provided when given to Mr. Grady Query or even to Mr. Mark Boe, our scheduling expert, again, states that the schedules were inadequate to determine certain milestones in the job.

Q This is a very straightforward and simple question, Ms. Brown. Do you dispute that the schedules that Balfour kept on this job, from the first one to the last one, were readily available to Library and its consultants or anybody else upon request or otherwise? I'm not asking for an opinion as to whether you think the schedules were adequate or were critical path, I'm just saying were the schedules available if you had wanted to look at them?

A I remember requesting the schedules of the critical path and not receiving the schedules, so no, I cannot confirm that current schedules were provided to us and they were readily available to us on this job.

Q So there was a reference to them yesterday by Mr. Terry in his questioning to you

that the schedules that had been used by Balfour were Primavera schedules. Do you remember that?

A Yes.

Q Has someone told you that the schedules that Balfour published did not use critical path analysis?

A I believe that the information from Mark Boe stated that the schedules that he reviewed did not show correct critical path analysis on the job. The items that were put into the schedule, it's my understanding that someone is actually physically putting in the time and the elements of the schedule and the dates of the schedule, that what was entered into the schedule did not make sense.

Q That's not my question. My question is very simply, and listen to it carefully, please, has someone told you that the schedules that Balfour used for the Hotel Bennett did not use critical path methodology? Has anyone told you that?

A Mr. Clements I believe told -- has told me that the schedules that we received from Balfour did not show critical path.

Q And Mr. Boe didn't start to work with Library until just recently, correct, within the

last several months?

A No. Mr. Boe I believe was noticed as an expert in May of 2019, June of 2019.

Q Noticed as an expert? You mean retained as an expert?

A Yes.

Q That was after the project was completed, correct?

A Correct.

Q So the only one -- other than Mr. Clements, no one else told you, prior to the completion of the project, that the schedules did not use critical path except Jim Clements. Is that correct?

A Mr. Query, again, stated that the schedules that were provided, again --

Q Not whether they were adequate or whether he agreed with the logic. The simple question is did the Balfour schedules use critical path analysis in process, not whether your people agreed with how they incorporated it or the logic going into it, but has anyone told you, other than Mr. Clements, that the schedules that Balfour used were not based on a critical path analysis?

A No.

Q Thank you. Let's turn to -- you may have answered this yesterday, but I want to make sure we're on the same page. Number 26 and Number 27, the basis for Library's contention that it is not bound by the cap on liquidated damages, what is your position?

A That would be the contract breach of A133 1.2 and 2.1.6, in addition, the separate agreement, the joint prosecution, defense, and tolling agreement, which arose to show unfair trade practices and civil conspiracy.

Q Have you spoken with anybody with Balfour since your last deposition?

A No.

Q Has anyone related to Library Associates or Bennett Hospitality, to your knowledge, had any discussions with anybody at Balfour?

A No.

Q How about any of the subcontractors?

A Well, we work with some of the subcontractors on other jobs, but since -- no.

Q What subcontractors are y'all working with on other jobs currently that were involved with this project?

A Through our other general contractors,

and I could be wrong, but on our Embassy Suites we just finished, I believe Lithko was a subcontractor of CPI, the general contractor. That's all that I can recall.

Q I think that's all I have. Thank you very much.

A Thank you.

(A recess transpired.)

EXAMINATION

BY MR. TIMBES:

Q Ms. Brown, good morning. Michael Timbes. It's nice to meet you in person for a change --

A Nice to meet you.

Q -- instead of doing this by Zoom all the time.

We're going to follow the ground rules that were introduced this morning as well as yesterday as far as a deposition, so unless you have any questions about that process, I'll dive right into the questioning, if that's fine.

A No questions.

Q In this case, are you -- or is Library Associates aware that y'all have not asserted a claim against Quantum Coatings relative to this civil conspiracy/unfair trade practices scenario?

A That's correct.
Q And I assume that's the case because you're aware that Quantum Coatings is not a party to the joint defense and joint prosecution agreement?
A Correct.
Q So not being a party to that contract and not having a claim asserted against it relative to that contract, can I assume for purposes of this litigation that whatever comes of that claim, it has no effect on Quantum Coatings' claims in this lawsuit?
A Correct.
Q As I understand it, the only claim that is pending against Quantum Coatings in this case is the claim for declaratory judgment that is set forth in the answer and counterclaims of Library Associates, LLC to the second amended complaint of Balfour Beatty Construction, LLC and third-party complaint? Does that sound correct, to your understanding?
A Correct.
Q And as I understand the declaratory judgment claim, in essence, it's seeking to either reduce or invalidate the subcontractor liens. Is

that correct?

A Repeat the question.

Q Yeah. For purposes of our dialogue, I'm trying to understand that claim as it relates to my client, Quantum Coatings, and it's my understanding that what the declaratory judgment claim is asking is that the court either reduce or invalidate the subcontractor claims that have been asserted in this case.

A I believe that's correct.

Q And is it also correct that there are no other claims asserted by Library Associates against Quantum Coatings beyond that single claim?

A Correct. Our contract is not with Quantum Coatings, it's with Balfour Beatty.

Q Understood. So very briefly, then, I want to ask you about a couple of allegations in the pleading that asserts that declaratory judgment cause of action, and specifically, I'm referring to Paragraph 144 of that pleading, and it alleges that: Most of the subcontractor/materialmen lien claimants failed to provide any supporting documentation.

What is Library Associates's basis for that allegation as it pertains to Quantum Coatings?

A If you could show me the specific Quantum Coatings lien, I could provide you with the information. There's so many liens specifically. Most of the liens did not provide any backup whatsoever. They just had one number in the lien with no backup.

Q Well, let's break that down a little bit, then. So just to kind of frame my question, when a lien is filed, there's a statement of account that the statute requires to accompany that lien, and that statement of account will set forth the amount that the contractor is claiming is owed. What you're describing is you want to see some additional information supporting the rest of it, right, beyond that statement of account?

A Yeah. In most cases, if I remember correctly, the statement of account was just stating that we're owed and one number on there. It didn't have any backup in regards to that number. And I believe our attorneys then requested the backup, and I don't believe we've been provided any backup with the liens.

Q So this allegation, then, is not directed at the lien filing itself, it's really just in the totality of the circumstances, you'd like to see

more information from the subcontractors regarding how they came up with their number?

A Correct.

Q Now I understand.

Paragraph 145, the next paragraph, says that: Some or all of the liens filed by the subcontractor/materialmen lien claimants contain accounted or claimed items or amounts that the subcontractor/materialmen lien claimant willfully or knowingly knew were more than is his due under South Carolina Code Annotated Section 29-5-20.

What evidence is Library Associates going to offer that Quantum Coatings willfully or knowingly claimed more than it asserted was due?

A Again, if the information is provided for the backup on the amounts in the lien, then we would be able to determine if the amounts that any subcontractor has included in his lien is over and above what the South Carolina statute would allow.

Q I understand.

A But without that information for Quantum Coatings, we don't know.

Q So sitting here today for purposes of your deposition, that's not an assessment that Library Associates is able to make?

A We're not able to make that at this time without the information that had been requested.

Q So on October the 20th of 2020 when this pleading was filed, what was the basis of that allegation when it was made as to Quantum Coatings?

A That we had received, again, many liens, and we had not been provided the information to determine if the liens were filed appropriately, and so at this point, we just don't have the information.

Q So when it says, "Some or all," there may be some that fall within that description once you make the decision, but sitting here today, you're not able to say that all of them, which would certainly cover Quantum Coatings, would fall within the allegations of Paragraph 145?

A Correct.

Q I think you've got a copy of the A133 contract, right?

A Yes.

Q Under that contract, the parties have definitions. Owner refers to who?

A Owner is Library Associates, LLC.

Q And then contractor is who?

A There is no designation as contractor.

It's the construction manager is Balfour Beatty Construction, LLC.

Q That's a fair point. Okay. Architect is who?

A Winford Lindsay Architects.

Q And that's Buck Lindsay, right?

A Correct.

Q And I ask because I see a term that is used in the supplementary conditions, and it refers to hotel franchisor amongst the group of owner, and I think this one does say contractor in it, but who is hotel franchisor in that?

A We have no hotel franchisor here.

Q I'm going to show you -- this was marked as Exhibit 12 to I believe Mr. Bennett's deposition. And I will help you find where I'm going. I'm just trying to understand what it is. I believe it is -- if you look at the top right-hand corner, you'll see 00800-1.

A Yes.

Q Flip to 00800-10, Paragraph T, down at the bottom.

A Yes.

Q And this is where the supplementary conditions amend the A133 document, and it says:

Substitute the following new general conditions, Part 9.8.1. So I probably should clarify that question. This is actually amending the general conditions. It's the A201. You see the reference in there under T(i) to hotel franchisor?

A This is on Page 800-10, or did you say -- oh, yes, yes, I see that.

Q Yeah.

A And so with the supplementary conditions, working with Mr. Lindsay for many years -- and this is also dated May 28th, 2014, prior to the start. He does mini hotels and hotels for us that were franchised. This particular hotel does not have a hotel -- does not have a franchisor, so there is no franchise. It may be just a cut and paste on his section, I don't know, but there's no hotel franchisor here.

Q Can I assume from the inclusion of this as a likely cut and paste that this is a standard provision that y'all have used in other projects?

A It may be a standard provision that he has used in other projects, yes.

Q So in reference to -- just a few standard questions that'll frame where we go next. Do we agree that the specifications for the project

require a Level 4 finish on drywall?

A I believe that the construction documents specifically state what levels of finish are required in what areas of the drywall.

Q And so if they say in the guest rooms it's a Level 4, you would defer to the construction documents for that?

A I would defer to the construction documents.

Q And in terms of the type of paint that was specified, for example, in the guest rooms, do you know if that was an eggshell paint or --

A I believe the specifications would be in the construction documents. They may specify eggshell.

Q And so you would defer to what the construction documents say in that regard?

A Yes.

Q There were some punch list standards that were agreed to early on in the project. Are you familiar with those standards having been established?

A I believe that there were -- there was a meeting regarding the punch list.

Q And what meeting are you recalling right

now?

A I believe that there was a meeting in a model room of the hotel.

Q And this would have been the -- I think there were some units that were set up on the third floor within the hotel that you're describing?

A That's vaguely familiar, yes.

Q Who attended that meeting?

A There was a lot of people in that meeting. I believe Jim Clements was in that meeting. I believe Jennifer Faulkinberry was in that meeting, representatives from Balfour Beatty in that meeting. I don't recall specifically. I remember there was a room full of people.

Q And I take it, by virtue of your memory of it, you were one of the participants?

A I believe I was in that meeting, yes.

Q And I'm not sure if it's DiMatteo or DiMatteo, but Barbara, the punch list specialist from WLA, was she there as well?

A I believe she was there.

Q And as a result of that meeting in the mock units, am I correct to understand that the purpose of that was to establish the standards that would be applied to the rest of the guest rooms as

they were completed for punch list purposes?

A I believe that's the general.

Q And there was a reference to -- and this is Exhibit 69 from Jim Clements's deposition, if I can hand that to you. And like most of these emails, it makes sense to kind of start at the back and work forward. So if you'll notice, there are tiny numbers. They're hard to read, but they're down in the very bottom. You see Page 1, 2, 3, 4, et cetera?

A Uh-huh.

Q So on the bottom of Page 4 -- or sorry. Down at the bottom, Page 4, at the top of that page, Jim Clements is emailing Jennifer Faulkinberry, and he's referencing setting up this meeting, and he indicates that Kim should be included in the mock-up inspection to be sure expectations are agreed.

What's he referring to?

A You'd have to ask Mr. Clements.

Q Did you and Jim have a conversation about what Library Associates' expectations were going to be?

A I've had thousands of conversations with Mr. Clements.

Q Was that one of them?

A You know, he always knew that our expectation was that it was going to be a five-star hotel.

Q Are these expectations that are being described at the top of this Page 4 of Exhibit 69 expectations that are different than the expectations that were contracted for in the A133 document?

A I don't believe so, because our expectations with Balfour Beatty was always that it was going to be a five-star hotel.

Q Does the five-star rating show up anywhere in the document that represents the contract between Library Associates and Balfour Beatty?

A No, but it was in conversations at the meetings where we were interviewing the contractors, the RFP with the contractors, and conversations with Balfour Beatty through that whole process.

Q So given those discussions that had occurred and especially Mr. Clements noting that you should be present for this meeting to be sure that expectations are agreed, am I safe in assuming

that when everyone gathered, this large group gathered in the mock units to review the punch list standards, that the whole point of that was to set the standard for the rest of the hotel based on those expectations?

A For the guest rooms.

Q Yes, for the guest rooms.

A For the guest rooms.

Q That's a yes?

A Yes.

Q If you flip back to Page 2 of this document, down at the bottom, Nicholas Starcevic is emailing with Mr. Clements and others, and there is a reference to some standards that are going to apply. Do you see those?

A I see general notes. Where are you -- what are you referring to as standards?

Q It says: So we highlighted items that are not in our scope. See some general notes below.

A Maybe I'm at the wrong page.

Q Are you on the bottom of Page 2? I think you're on the right spot.

A Okay. See general notes below. Okay.

Q That's right. Number 1, all FF&E will be

in place for final punch. JF, that's Jennifer Faulkinberry, correct?

A Yes.

Q FF&E is furniture, fixture, and equipment?

A Yes.

Q So at the time that the final punch list will take place, all the FF&E is supposed to be in place, correct?

A Correct.

Q Number 2, a flashlight cannot be used for punch. Do you agree with that?

A That's what this says.

Q Does Library Associates disagree with what is set in these standards?

A These are standards from the architect.

Q So does Library Associates disagree with the standards set by the architect?

A No.

Q And if Jim Clements testified that absolutely flashlights should not be used, you would agree with that?

A Correct.

Q Number 2 continues: The standard distance to punch is five feet off the finished

surface. You would agree with that?

A I'm actually not -- I'm not sure what they mean by that, so --

Q So not knowing what that means, you don't have any basis to disagree with it?

A Correct.

Q Let's look down at Number 6. It's a reference to sheetrock, Level 4 finish. Do you see where I'm pointing?

A Yes.

Q There is a sentence here that says: The mock-up rooms exceed this standard, and so we are not addressing the, open quotes, flashing, close quotes, that is typical of a Level 4 finish, L4 finish, without an approved change order.

A That is Nick Starcevic's -- again, this is Nick Starcevic's response to Jennifer, yes.

Q And do you see Ms. Faulkinberry's comments following that, parens, JF, she says: Understood?

A That's what she wrote down there, yes.

Q Did these standards ever change during the course of Balfour Beatty's involvement on the project?

A Not that I can recall. I don't recall.

Q We were talking about during one of the breaks earlier some emails that I think maybe are in your notebook that was marked as Exhibit 8.

A Yes.

Q I want to ask a few questions about those, if you can access that for me.

A Okay.

Q I believe there was an October 3rd of 2018 letter from Jim Clements. See if you can find that one. Do you have that?

A Yes.

Q So was this a letter or an email? The one that I had was October the 3rd of 2018.

A This is an email from Mr. Clements to Pat Dean.

Q And what is the substance of that email as it relates to punch list issues?

A The email actually -- the email trail actually starts in the back, like we just talked about. Started on September 28th from Mr. Simonton to Mr. Clements regarding some conversations that must have occurred in the OAC meeting on September the 27th and defining who is defined in the 201 as who's responsible for the punch list and who inspects it and accepts the punch list, and I guess

it was some conversation going back and forth with Mr. Simonton. And then -- and then Mr. Clements had forwarded this information also to Pat Dean.

Q And was there a resolution of that issue that's described in that email of any kind?

A Not that I'm aware of. In fact, when Mr. -- Mr. Buck Lindsay also had sent an email to Pat Dean on October 1st stating that punch lists are supposed to be the contractor's generated expression of their sense of how close they are to completing the contract work. So I believe the contractor, per the contract, is responsible for providing a punch list, and even though there were several other punch lists provided from Mr. Lindsay's office, we still have not received a punch list from Balfour Beatty.

Q And so just to kind of orient us -- so I did the same thing with Mr. Clements. I want to make sure we're on the same -- when we talk about a punch list, we're talking about a document, correct?

A Yes. It could be a very large document.

Q Sure. No doubt. It could be hundreds of pages or it could be one?

A Correct.

Q There was a couple of other emails in your notebook, and let's just go through those. What's the next one that you come to that refers to punch list issues?

A It's a letter from Jim Clements to Mr. Simonton on October the 26th, 2018, regarding the public area punch list.

Q And what is Mr. Clements writing about in reference to the public area punch list?

A Despite requests from the undersigned, Mr. Clements, in September of 2018 for Balfour Beatty Construction to provide its completed punch list for the above-referenced areas prior to the design team's mobilization on October the 15th, 2018, no punch list for L1 was submitted by Balfour Beatty Construction, and L2 included approximately 40 entries, two of which noted to be completed. Currently, both Balfour Beatty and Library are in receipt of Jennifer Faulkinberry's 24 October 2018 email transmitting a draft of the design team's punch list for Levels 1 and 2.

Q And that is what we call the bootleg email, is that right, or the bootleg punch list?

A The bootleg was issued to Balfour Beatty with a draft list to begin work on while LA studies

the extent of the nonconforming work, yes.

Q So at this point in time when these communications were circulating, what is the status of the FF&E in the hotel?

A That would be a question that you would have to ask Balfour Beatty because they would be -- they're the ones who are contracted to install the FF&E in the hotel.

Q Does Library Associates have any knowledge whatsoever what the status of the FF&E at that time was?

A As I sit here today, I don't specifically remember the status of the FF&E in the entire hotel as of October the 26th, 2018.

Q But under the standards we discussed a moment ago, at least a final punch effort wouldn't be required until all of that FF&E was in place, correct?

A That's what was noted in the agreement in March of 2018.

Q And I think you testified you're not aware of any changes to that?

A No.

Q So we were just describing WLA's punch list that it was generating from the design side of

things. What other punch lists are there -- well, strike that.

Let's continue to go through the emails you have so I can let you get out of your notebook.

A Okay.

Q What's the next one you have?

A This says from Jennifer Faulkinberry to Tim Spano. Tim, please use the below link to download the bootleg punch list.

Q What date was that?

A And it also says: It has yet to be reviewed by Kim, Prem, and Woody, so there might be edits in the final. That's October the 24th.

Q So at least on October the 24th of 2018, WLA is still formulating their punch list, correct?

A Correct.

Q What's the next one?

A As it relates to punch list, November 4th, 2018, a letter from Mr. Clements to Mr. Simonton, again regarding the public area punch list. David, further to the writer's attached letter of October the 26th, 2018, placing Balfour Beatty Construction on notice for untimely, inadequate, and incomplete punch work, Library Associates finds Balfour Beatty in continued

default of completing the work in accordance with the contract documents.

Q Is Mr. Clements working off of a list when he's describing the punch work that's not progressing appropriately?

A I'm not sure what Mr. Clements is working off of.

Q I'd have to ask him, then, right?

A Yes.

Q What's the next one that you have?

A This is an email on December the 3rd where it -- this is from Jim Clements.

Q Is this the one where he notes at the top that the architect of record has signed off on the list?

A Let me -- it starts with: Thanks for the meeting today and working out a plan to get the guest rooms behind us. He refers to Dave and Dave, and I'm not sure if that means David Simonton and then Dave Barczak with CPI trying to I guess give assistance to Balfour Beatty to help get the rooms in order. Mr. Wall will meet David Barczak on site at 8:00 a.m. to kick off the room inspection. Let us know if you prefer Dave Barczak to start on a particular floor. Dave's suggestion, depending on

how quickly Balfour Beatty could mobilize the painter particularly, is for Dave Barczak to get through an agreed number of rooms and drop back to inspect the work. Also, blue tape will be left in place until the reinspection.

And then Jim, later on that evening -- excuse me. Mr. Simonton writes: Jim, start them on Level 3. We need to know this fourth punch list will be the final punch and what CCD, since it is the fourth pass, should we charge this to.

Mr. Clements then writes: Thanks. I will pass that along to Marty and Dave. I recognize there has been more than one punch list, and the architect of record signed off the list with minor exceptions. I think the challenge in your request for a CCD is the owner is not requesting anything it isn't entitled to receive or the subs are required to provide.

Q So let me unpack that a little bit. There was reference to a fourth list, right?

A Yeah.

Q What list is that referring to?

A I'm not specifically sure what fourth list he is stating, but in Buck Lindsay's memo to Mr. Simonton of 12/18/18 notes that he had visited

the hotel on 12/18/18 to verify the status of the contractor's approach toward substantial completion. See general conditions Paragraph 9.8 and the supplementary conditions Paragraph 1.T for complete definition of substantial completion. Prior to the visit, reviewed the following listed previously-published punch lists. Walked the building from top to bottom, viewing all public and back of house areas, and random viewing of guest rooms on each floor. The project is approaching substantial completion, but there is not -- but is not there as of this date.

And he lists: Guest room punch, first round, DiMatteo team; guest room punch, second round, DiMatteo, 11/20/18; guest room punch, Salamander; first and second floors punch, WLA, 11/1/18, 12/6/18; ninth floor punch, WLA, 11/26/18; stairwells, WLA, 11/26/18; back of house, WLA, 8/24/18; basement, WLA; the lighting, which I believe is from Levitas, 11/09/18; the electrical, WLA, 9/8/18; mechanical, WLA, 11/8/18; and the test and balance, Boatwright, 1/13/18.

Note that the preparation of the punch list is a duty of the general contractor, which, to our knowledge, they have not provided.

Q So in reference to Mr. Lindsay's 12/18 of 2018 letter, it doesn't circulate a new list that is supplementing or any of those prior lists that you just went through, does it? And I'm just trying to find out is there a document somewhere that has some list of deficiencies that would include the work of Quantum Coatings beyond the punch lists that were created by WLA and Salamander.

A This does go on to state that: The contractor has claimed being done with guest room punch work and stated repeatedly that they should not be exposed to continuing new punch lists. Architect replied that the contractor has a continuing duty to deliver contract-compliant work, which succeeds any sequence of punch lists. Owner reported that, given the contractor's refusal to address guest room punch work, an owner-furnished consultant was presently assisting in guest room punch list deficiency correction. Blue tape tags have been placed around many rooms indicating finish flaws in the work that require further attention. Owner is mobilizing forces himself to address these conditions, which may, in some or most cases, require complete reprepping and

repainting of rooms.

In walk-through, Lindsay took many notes and photos of incomplete work and unacceptable finishes. Findings are not enumerated here since most are self-apparent or have been listed on the above-mentioned punch lists.

Q So am I correct that at the time Mr. Lindsay was walking the building to prepare this letter, there was blue tape on the walls already?

A Correct.

Q And that blue tape was put on the walls by who?

A That was -- blue tape was put on the walls I think by many different people. I'm not sure who actually put the blue tape on the walls.

Q Library Associates paid somebody to do that, correct?

A Library Associates had Mr. Barczak with CPI reviewing the rooms. Jim Clements may have gone in the rooms. Jim Clements may have put blue tape on the rooms. Salamander had -- was going through the rooms. They may have put blue tape on the rooms as well. So I'm not sure, as I sit here today, who specifically put blue tape on the rooms.

Q Is the blue tape that was put on the walls, is that kind of the physical embodiment of the fourth punch list, or is there some other record besides the blue tape on the walls?

A I don't know what Mr. Clements was referring to as the fourth punch list there. There's a list of punch lists, so you'd have to ask Mr. Clements what he was referring to there.

Q And I have asked Mr. Clements, and since I still don't know the answer, that's why I'm asking Library Associates.

A I would have to defer to Mr. Clements, who was our owner representative on the site.

Q So to kind of cap that, Library Associates is not aware of any evidence of a list of documented deficiencies that is housed somewhere separate from Salamander's punch list and the punch lists that were generated from WLA?

A Not to my knowledge, no.

Q When -- I believe -- did Robins & Morton do any of the blue taping?

A Yes. They possibly did some blue taping as well.

Q So I'm certainly aware that Mr. Clements would have known of the agreed-upon punch list

standards that were established with Barbara's team at the meeting that you attended back in March of 2018. Were those standards communicated to CPI?

A I do not recall.

Q Do you recall whether those standards were communicated to Robins & Morton?

A I don't recall as I sit here today.

Q Given the importance of the punch list team in preparing those standards and having a group meeting that was attended by many people to do so, should they have been communicated to CPI and to Robins & Morton?

A I don't have a specific opinion on that today.

Q Okay. Does Library Associates have an opinion on whether or not the standards that were applied by CPI and Robins & Morton to their punch process should have been the same standards that applied to Balfour Beatty and its subcontractors?

A Yes.

Q And the opinion would be yes, they should be the same, correct?

A Yes.

Q So with that in mind, workmen from CPI or from Robins & Morton shouldn't have been using

flashlights to punch the building. Is that correct?

A I do not know if they used flashlights or not to punch the building.

Q My question was a little different. My question was it would be inappropriate for CPI and Robins & Morton to use flashlights during their punch-out process, correct?

A Again, I don't have an opinion, and I don't know if they used flashlights or not.

Q I don't want to kick a dead horse, but I want to make sure I get an answer to the question. The standard said no flashlights, correct?

A Correct.

Q You agree the standard should be the same that applied to Balfour Beatty as would apply to CPI and Robins & Morton?

A Correct.

Q So it would seem a fairly simple question, that neither CPI's crews nor Robins & Morton's crews should use flashlights in punching the rooms, correct?

A The guest rooms, yes.

Q Should they use flashlights anywhere?

A I don't believe that the comment from

Ms. Faulkinberry earlier in the standards was for the public areas. There's specifications for how the public areas are supposed to be finished.

Q But going back to the guest rooms, you would agree with me, then, that since the standards are supposed to be the same, there should be a five-foot distance, there should be no flashlights used, correct?

A Again, the no flashlights used, I think I said that I didn't understand the comment about the five-foot distance earlier.

Q Whatever the standards are, they would be the same no matter what?

A Correct.

Q I have seen some photographs that have been produced in discovery of units with blue tape on the walls. I will represent to you that there's not a comprehensive list of every room contained in those photographs, so what I'm trying to find out from Library Associates today is is there any evidence anywhere that will tell me, if I give you a room number, what deficiencies CPI or Robins & Morton or Mr. Clements or anyone else found in that room when -- I guess the time frame would be December of 2018.

A I don't recall if the requests for payments from CPI and Robins & Morton had backup per each room as I sit here today.

Q I think within your notebook there, there was an email that was dated 12/11 of 2018. I think it included a picture that was attached.

A Yes. These are very bad pictures.

Q Yeah. The pictures aren't very good.

A No, I can't tell.

Q We'll work with what we can, okay.

A All right.

Q I believe that's Room 315. Is that right?

A That's what the email says.

Q Okay. Can you tell from that picture what the deficiency is?

A From the picture, no, I cannot necessarily tell.

Q So it could have easily been paint drips, it could have easily been scuffs that were caused during installation of FF&E, correct? You just can't tell?

A Because I don't know if the marks here -- yes, I can't tell. I can't tell.

Q So what we know is that there was an

email circulated on December 11th of 2018 about there being a deficiency on a wall in Room 315, but we don't know how many walls had a problem, and we don't know who caused the problem that's in that picture, do we?

A This is emails from Mr. Clements, so you'd have to ask Mr. Clements. From this specific picture, I can't tell.

Q And again, I have asked these questions of Mr. Clements, and that's why I'm asking Library Associates. Does Library Associates intend to offer any evidence in the trial of this case that that particular wall in Room 315 wasn't correctly painted and then later damaged?

A As I sit here today, I don't know. I'd have to get a clearer picture of that room to be able to answer that question.

Q Do you see reference in that email where a representative of Balfour Beatty is asking: Can you please send me a list?

A I'm not sure where you're referring to.

Q May I borrow your notebook for a second?

MR. MCDONALD: What tab are you on, Kim?

THE WITNESS: I am on Tab 9.

MR. MCDONALD: Can I -- do you mind if I help?
MR. TIMBES: No.
MR. MCDONALD: I know you went --
MR. TIMBES: Is it a different email?
MR. MCDONALD: I think you're thinking of Tab 8, and she's on Tab 9.
MR. TIMBES: That might be right.
BY MR. TIMBES:
Q Ms. Brown, your counsel has kindly pointed us in the right direction. In Tab 8 of your notebook, this is still referring to Room 315, which you'll see referenced just below the top, where there is a request for a list of the deficiencies.
A And where are you, on the first page here or --
Q First page, yes, ma'am. I believe Mr. Clements has the first response at the top, and I believe it's right below that.
A It wasn't referencing Room Number 315, so that's why I wasn't sure.
Q We may have gotten crossed up on our emails.

A Dave, I'll have an update on the mobilization of the owner forces to address the guest rooms in the next 24 hours. Please note we will start on eight and work through six before jumping down to three and working our way back up.

Q And look below that.

A Jim, if you could send me a list of the items you described below, we will look at it, so --

Q So my question's going to be pretty narrow. I'm just trying to find out was there ever a list created?

A I believe that the list that he's referring to, if you go down to the next email, it says: Dave, since BBC feels that they have met their contractual obligations with finishes in the guest room, I want to clarify where BBC stands with other work. We have inoperable bathroom and barn doors, registers missing screws, loose shower handles, et cetera. Is BBC taking the same position in these matters? If so, we will add the scope to the owner's forces. If not, I recommend we establish a work order process where BBC is provided the location, and BBC responds when the work is complete.

And I believe that's what Mr. Simonton was referring to when he says: Jim, if you could send me a list of the items you described below, we will look at it.

Q So in the broadest picture of things, what I'm trying to just make sure I have a complete picture of is if this case goes to trial, and there's testimony about deficiencies in each guest room that led to repainting, what is going to be the evidence for each surface that there was a claimed deficiency? How is that going to be presented?

MR. MCDONALD: Object to the form.

THE WITNESS: It will probably be presented in many different ways, whether it's the Robins & Morton and the CPI invoices, any pictures from Mr. Clements, the list that he -- that have previously -- that we've previously spoken about today, and I'm not sure what other list Mr. Clements may have that he has provided to Mr. McDonald and Mr. Bundy. I'm not sure how they're going to present that at the trial.

BY MR. TIMBES:

Q Do I take that to mean that no representative of Library Associates is going to

present such a list, that you're going to defer to others?

A Correct.

Q Whether that's Mr. Clements or whether that's someone with CPI or Robins & Morton?

A Mr. Lindsay.

Q Mr. Lindsay. Okay. And just to be clear so I'm correct on my timeline, the photographs that were taken were after -- if they show blue tape on the walls, they were taken obviously after CPI and Robins & Morton came in and performed their inspection, correct?

A I don't know the date that those specific photos were taken. I don't know who put the blue tape on the walls in those specific photos.

Q You'll have to defer to somebody else for that?

A That's correct.

Q And with regard to Mr. Wolford's -- I call him Wolford -- Buck Lindsay's inspection and letter, and that was the middle part of December, December the 18th, there was already blue tape on the walls at that point in time?

A It appears from his letter that there was blue tape on the walls at that time.

Q Is the blue tape on the walls the punch list? The fourth list? I'm trying to understand what was it there for? Was it to just mark spots that CPI and Robins & Morton were going to touch up, or was it for purposes of saying: Balfour Beatty, here, look at this and fix this? What was the decision process there?

A I believe those were deficiencies in the wall. It may have been a painting deficiency. It may have been a sheetrock deficiency.

Q I want to understand the nature of the role that CPI and Robins & Morton played. When they were first hired and on site and framing this around December of 2018, was it already decided that they were going to do the repainting, or were they creating a new owner-controlled punch list for Balfour Beatty's purposes?

A I believe when CPI was hired -- or not necessarily hired. I believe when we had Mr. Barczak, who works for CPI, go through the rooms, he noticed all the imperfections in the rooms, but we were trying to get the hotel finished at that point, that Balfour gave Mr. Simonton -- I believe in the information that I've read already more or less said we're doing one punch list, and