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Government Code § 6103*

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10 CITY OF ANAHEIM

JAMS ARBITRATION

11
12 SANTIAGO GEOLOGIC HAZARD
13 ABATEMENT DISTRICT, a political
subdivision of the state of California,

14 Claimant,

15 vs.

16 CITY OF ANAHEIM,

17 Respondent.
18

JAMS Reference No. 1200059076

Hon. Nancy Wieben Stock (Ret.)

DECLARATION OF MICHAEL RUBIN

Arbitration Date: January 30, 2023
Time: 9:00 a.m.

19 I, Michael Rubin, declare as follows:

20 1. I am a senior partner in the law firm of Rutan & Tucker, LLP and have been practicing
21 law in Orange County, California since I joined Rutan & Tucker in 1974. I am a member in good
22 standing of the State Bar of California and licensed to practice law before all courts of the State of
23 California. The matters stated herein are within my own personal knowledge, unless stated
24 otherwise, and if required to, I could competently testify thereto.

25 2. In 1993, approximately 464 individuals, representing ownership of approximately 249
26 separate parcels of real property in Anaheim Hills, some within what was later found to be the
27 Santiago Landslide boundaries and some outside of those boundaries, filed 15 separate lawsuits
28 against the City of Anaheim ("City") and several other defendants for inverse condemnation,

1 negligence, nuisance, dangerous condition of property, failure to discharge mandatory duty,
2 fraudulent concealment and strict products liability. All of the Plaintiffs were represented by the
3 same law firm, Pillsbury, Madison & Sutro. The 15 cases were consolidated as *Delmonico v. City*
4 *of Anaheim*. (“Delmonico Lawsuit”). I served as the lead attorney for the City in the defense of
5 the 15 consolidated cases and in the prosecution of cross-complaints in the Delmonico Lawsuit.

6 3. The Delmonico Lawsuit was filed after ground deformations associated with the
7 Santiago Landslide accelerated in January 1993 during massive rainstorms that hit Orange County.
8 The rainstorms wreaked damage throughout Orange County causing the California Governor to
9 proclaim a state of emergency in Orange County and ultimately causing President Clinton to
10 declare Orange County a disaster area. The City also declared a state of emergency and defined
11 the area of the Santiago Landslide a “Disaster Area”.

12 4. Pursuant to this declaration, the City took emergency actions including the installation
13 (within publicly owned and privately owned properties) and operation of a system of vertical and
14 horizontal wells to lower ground water levels for the area, as well as installation of observation
15 wells, piezometers, manometers and other devices to measure ground water levels and ground
16 movement as well as facilities to power the equipment and to discharge the withdrawn ground
17 water (“Dewatering Facilities”). The intent and result of the operation of the Dewatering Facilities
18 was to lower groundwater levels and thereby stop further earth movement. By February 15, 1993
19 gross earth movement ceased.

20 5. I was intimately involved in the settlement negotiations of the Delmonico Lawsuit. In
21 1998, after a series of preliminary rulings in the Delmonico lawsuit and the deposition testimony
22 of a neutral court appointed geologist, settlement negotiations ensued between the City and the
23 Delmonico lawsuit plaintiffs (and other parties to the lawsuit). Part of the settlement discussions
24 involved the proposal for the City to initiate the formation of a geological hazard abatement
25 district (“GHAD”) which would take ownership of the Dewatering Facilities and become
26 responsible for funding, operating, monitoring, maintaining and repairing the Dewatering
27 Facilities to prevent reactivation and abate movement of the Santiago Landslide. One issue in the
28

1 settlement negotiations between the City and the plaintiffs was how much of the settlement dollars
2 would be allocated towards funding the district, if it were formed.

3 6. I proposed on behalf of the City to the Plaintiffs' attorneys that \$8 million of the
4 settlement funds in the proposed settlement with the Plaintiffs be directed towards funding the
5 proposed GHAD and its proposed responsibilities in connection with the Dewatering Facilities.
6 After consultation with their clients, Plaintiffs' attorneys rejected that proposal and responded that
7 Plaintiffs would only agree to setting aside a maximum of \$3.5 million of the settlement funds
8 towards funding the proposed GHAD.

9 7. The meeting notes of the plaintiffs' Landslide Committee dated March 5, 1998, which
10 the Santiago Geologic Hazard Abatement District ("SGHAD") included in its agenda package for
11 its September 8, 2022 public meeting (see Exhibit 3, ANA 533 through 535, and see Exhibit 38,
12 SGHAD 4773 through 4775) (as well as in its agenda packages for several other meetings it held
13 in connection with its proposed assessment in 2022), reflect the proposal for the \$8 million GHAD
14 allocation that I made back in 1998. A true and correct copy of ANA 533 through 535 is attached
15 to this declaration as Exhibit A. As set forth in those meeting notes, "The City would like the
16 GHAD to be funded at 8 million dollars." The meeting notes go on to state: "our attorneys prefer
17 that more of the settlement money go into our pockets than be in a hazard abatement district,
18 where a future surplus might then be used by the City for other purposes. Our attorneys have run
19 the numbers and say that \$3.5 million would pay for pumping, repairs, replacement and
20 maintenance for many decades."

21 8. The City ultimately conceded to plaintiffs' position to limit the amount of the
22 settlement proceeds that would be directed to the geologic hazard abatement district to \$3.5
23 million.

24 9. The formation of the SGHAD required a vote be conducted of property owners within
25 the proposed boundaries of the SGHAD. The SGHAD could not be formed if a majority vote of
26 the properties, with the voting based upon their assessed values, voted against the formation of the
27 SGHAD. On March 16, 1999, the City Council, after finding that it had not received written
28 objections from property owners representing greater than 50 percent of the assessed valuation,

1 passed Resolution No. 99R-50 approving the formation of the SGHAD and appointing an initial
2 board of directors.

3 10. The overwhelming majority of the properties within the boundaries of the SGHAD
4 were properties that had been owned by Plaintiffs in the Delmonico Lawsuit. A map showing the
5 properties within the boundaries of the SGHAD that had been owned by Plaintiffs in the
6 Delmonico Lawsuit was included by the SGHAD in its agenda package for its September 8, 2022
7 public meeting (see Exhibit 38, SGHAD 4772) (as well as in its agenda packages for several other
8 meetings it held in connection with its proposed assessment in 2022). A true and correct copy of
9 SGHAD 4742 is attached to this declaration as Exhibit B.

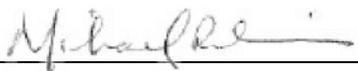
10 11. The members of the Board of Directors of the SGHAD were sworn in and held their
11 first meeting on March 29, 1999. I attended that meeting as did attorneys for the SGHAD, and an
12 attorney for the Delmonico plaintiffs. At that meeting, I was asked by one of the Board members
13 what the cost was to operate the Dewatering Facilities. I responded that the cost being paid by the
14 City had been approximately \$230,000 per year. The Board member responded that the \$3.5
15 million would not be enough to cover those costs indefinitely. I concurred and indicated that we
16 had proposed a larger amount of the settlement go the SGHAD but that had been rejected. The
17 gist of this discussion is reflected in the minutes of the March 29, 1999 SGHAD Board meeting
18 (Ex 12, SGHAD 4085 through 4089, at the bottom of page SGHAD 4088). A true and correct
19 copy of the minutes of the March 29, 1999 SGHAD Board meeting as downloaded from the
20 SGHAD website is attached to this declaration as Exhibit C.

21 12. The SGHAD Board approved the agreement with the City to receive the \$3.5 million
22 GHAD Distribution and to take responsibility for the ownership and operation of the Dewatering
23 Facilities at its May 10, 1999 meeting.

24 I declare under penalty of perjury under the laws of the State of Irvine that the
25 foregoing is true and correct.

26 Executed this 20th day of January, 2023, at , Irvine.

27
28


Michael Rubin

Landslide Committee Meeting Notes

March 5, 1998

Those attending: Mike Clayton, Mary Ann Adams, Al Murphy, Ed Muratori, Jerry Steiner; Pat Panik; Bill Stoner, and Sid Kanazawa from PM & S.

Bill Stoner said that as of last week there had been no re-activation of a deep slide. He said there are 2 possibilities for this:

1. The defective pipe has been removed
2. Dewatering is working

This is despite the fact that we have had more rain this year than in 1993. The attorneys have had no calls reporting damage from any residents, except in The Covey. It has not yet been determined whether the current problem on Pegasus is the result of a deep or surface slide. The man putting in the pumps called the City to tell them they had a problem in that area and they told him that Pegasus is a private street.

A bulge in the street on Swarthmore has been reported to Ed Muratori, but he has not yet had a chance to investigate this.

At the last status meeting, a trial date was set for Sept. 23, 1998, but this is only for the inverse condemnation part of the case. This will involve all homeowners, but will not be tried before a jury. Pillsbury had wanted to try the full case but with selected homeowners such as the Delmonicos. However, the judge thought that would be too complex and feels he can try the entire inverse condemnation part of the case in 5 days. After that is decided, he thinks the rest of the parts of the case will fall into place. The next meeting with the judge is scheduled for March 23rd.

The judge said that if he can determine the size of the slide, then it might be able to be settled. The independent geologist will testify at the trial and his findings will carry a good deal of weight. Rutan and Tucker says the slide only involves 36 houses; PM&S believes it is much larger. So far, the judge has not allowed the independent geologist to say anything, but our attorneys don't believe he will say it is as large as Dennis Evans says it is.

A map prepared by Eberhart and Stone depicting what they believe to be the landslide was shown. Bill Stoner said Eberhart and Stone have been very careful to label this map "limits of surface damage" rather than "landslide boundaries".

Rutan and Tucker say the slide does not go north of Serrano. Bill thinks our best chance to enlarge the size of the slide will be to the east and possibly to the Dentons on the other side. The attorneys

are happy with the independent geologist ; he is known to be very honest and exact.

As far as loss of property values, this will be less of a factor as time goes on. If a geological hazard abatement district (GHAD) is set up, funded, and there is no land movement , there will probably be no stigma.

Bill says a big part of the City's motivation to settle is to keep Jerry Steiner quiet because of the impact his website has had.

The attorneys feel the City now realizes they are in a lose-lose situation if the case goes to trial. If they are proven to be at fault, they will have to pay the plaintiffs as well as fund the pumps. If they win the case, they will still have to set up the GHAD.

A maximum of \$300,000 per year would be needed to pay for the pumps and maintenance. Of the \$185,00 per year it currently costs, about \$105,000 has been paid to Eberhart and Stone. So it should be possible to reduce that yearly figure if someone other than E&S were to administer it.

There is an alternative to pumping: a tunnel, but as clearance is required, the cost (\$3.5-7 million dollars) is prohibitive. Additionally, risking liability to other property owners is the biggest problem.

It has been noted that pumps are a band-aid. Engineers said some houses could be stabilized with vertical caissons which would go into bedrock. The caissons would be concrete and steel, 5 feet in diameter and 160 feet deep. They would be < 10 feet on center. While it is possible to do this, the cost for one house that was studied was estimated to be in excess of 2 million dollars.

The attorneys said the case is now at a critical juncture since people do not get serious until a trial date is set. With a trial date 6 months away the City now realizes the trial result will not solve the problem, it will simply mean that people will win or lose money. In negotiating, the City focused on the 36 houses they claim are the only ones involved and would settle for full value. The attorneys noted that it would be hard to get a hazard abatement district set up if only 36 houses are involved. If, however, all 240 houses are involved, then the cost could be spread out, since 10 % of residents must sign a petition to set up this district and 51% of the property value has to vote on it. The City has floated the idea of buying properties where the repair cost exceeds the value.

The tax implications of settlement amounts are different than a few years ago; it is harder to structure it as tax-free.

As of now, the City has not offered any settlement money for pain and suffering.

The inverse condemnation part of the case is against the City only and does not involve any of the other defendants.

The City has offered 11-12 million dollars to settle which seems to be fairly solid and would come from developers, SOPAC, pipe manufacturers, insurance companies and the City. This was supposed to go to 25 million, but the City now feels the judge would not rule against them. The City would like the GHAD to be funded at 8 million dollars; our attorneys feel it could be adequately funded at about 3.5 million. They would prefer that more of the settlement money go into our pockets than be in a hazard abatement district, where a future surplus might then be used by the City for other purposes. Our attorneys have run the numbers and say that \$3.5 million would pay for pumping, repairs, replacement and maintenance for many decades. THE ATTORNEYS WOULD LIKE INPUT FROM COMMITTEE MEMBERS REGARDING THE GHAD AMOUNT. IF YOU HAVE ANY THOUGHTS ON THIS, PLEASE CONTACT THEM.

The attorneys see 2 issues at stake:

1. Size of the landslide
2. Cause of the landslide

Of course, size is not important if the cause cannot be proven.

6 possible causes:

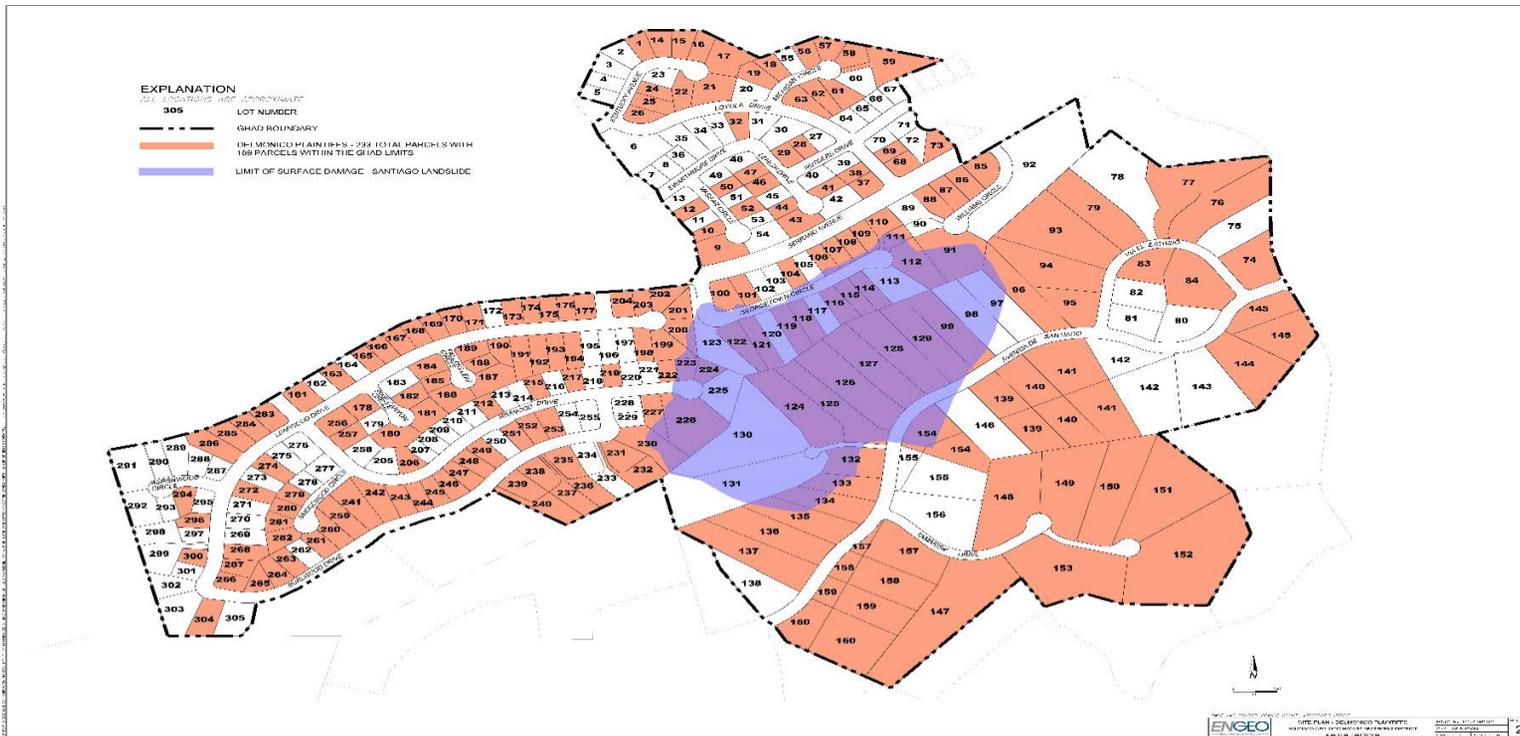
- | | |
|---------------------|------------------------------------|
| 1. MWD | 4. irrigation |
| 2. utility trenches | 5. plastic pipes |
| 3. rain | 6. service leaks from meters, etc. |

The last two are now seen as most likely. Investigation is continuing.

Dennis Evans is still looking at water balance: measuring the amount of water that comes in and the amount that goes out, while accounting for evaporation, transpiration, etc.

Our attorneys think it is possible the judge would decide that this is indeed a small slide as the City contends, but would agree with us that the City is responsible for causing it, which would allow us to collect.

Delmonico Plaintiffs



SGHAD 004772

EXHIBIT B

SANTIAGO GEOLOGIC HAZARD ABATEMENT DISTRICT

**MINUTES OF MEETING HELD
Monday, March 29, 1999 6:30 p.m.**

**East Anaheim Community Center
8201 East Santa Ana Canyon Road
Anaheim California**

The Agenda for this meeting was posted on March 24, 1999 at the following locations:
City Clerk's Office, City Hall, 200 So. Anaheim Blvd., Anaheim CA
Canyon Library, Reference Desk
East Anaheim Community Center

The Agenda was also faxed to the Los Angeles Times; North County News and Register on March 24, 1999 and mailed to all appointed Board Members on March 23, 1999.

Anaheim City Council Resolution No. 99R-50 adopted by the Anaheim City Council following public hearing held March 16, 1999 established the Santiago Geologic Hazard Abatement District and appointed the following as Directors: Louis Delmonico; William Collett; Shmuel Ben-Shmuel; Clifford Springmeier; David Salene. Said Resolution has also been transmitted to the Directors.

PRESENT: William Collett
Shmuel Ben-Shmuel
Clifford Springmeier
David Salene

ABSENT: Louis Delmonico

PRESENT: (ATTORNEYS REPRESENTING CITY OF ANAHEIM): Mike Rubin,
Rutan and Tucker, Mac Slaughter, Deputy City Attorney.
ANAHEIM CITY CLERK, Leonora N. Sohl
Carl K. Newton, of Burke, Williams & Sorensen
Mr. Cheladin, Burke, Williams & Sorensen

1. The City Clerk called the meeting to order at 6:40 p.m.

Prior to the next item on the agenda – the Administration of Oath to the Directors – Mr. Springmeier voiced his serious concerns about personal liability on the part of the

SGHAD 004085

EXHIBIT C-1

Directors of the GHAD. He voiced the opinion that prior to taking any actions the Board should first be indemnified by bond or insurance.

Mr. Newton responded that if his firm were representing the board as their legal counsel, they would recommend that the board not take any actions until insurance is secured. He advised that he had discussed this issue with the California Joint Powers Insurance Authority which makes insurance available to cities and other public agencies and while they are not interested in undertaking this risk, he does have the name of a recommended broker and believes the insurance can be arranged within the next two weeks.

Mr. Rubin, noted that the GHAD will not have access to the 3.5 million dollars to fund its expenses until the contract is signed and in order procedurally to do that needs to be sworn in and to move forward on some of the other items. He questioned whether Mr. Newton did not feel they should even be sworn in.

Mr. Newton advised that his concern would be that the Board not undertake any actions, he felt they could be sworn in.

Mr. Clifford Springmeier declared that he wished to decline his appointment to the Santiago Geologic Hazard Abatement District, and stepped down to the audience.

2. Administration of Oaths of Office to the Directors.

The City Clerk administered the Oath of Office to Directors Collett, Ben-Shmuel and Salene.

3. Selection of Chairperson and Vice Chairperson

Considering that the Board had two vacancies this evening, it was determined to select an Interim Chairperson and Vice Chairperson, and revisit this issue when all five directors are present.

By general consent, the Board determined that William Collett would act as the Interim Chairperson and Shmuel Ben-Shmuel would act as the Interim Vice Chairperson.

4. Opportunity for Public to Comment on Agenda Items 5-12:

Mr. Collett offered the opportunity for public comments. There were no comments given.

Prior to moving ahead on items 5, 6 and 7, Mr. Collett commented that the most important item the Board can do is to retain legal counsel. He has reviewed the proposals, including the rate structure from Burke, Williams & Sorenson. He asked if there is some way, prior to receiving the funding, that the Board could retain this firm.

Mr. Newton responded that they could enter into a verbal employment agreement, recognizing payment will not occur until funds are available. The rates quoted are

\$225 per hour for Mr. Newton and \$185 per hour for Mr. Cheladin. If the Board wishes to proceed with this arrangement, an engagement agreement will be prepared for the Board to act on at a later meeting.

MOTION: Motion was made by Director Collett, seconded by Director Ben-Shmuel to hire Burke, Williams & Sorensen to act as legal counsel to the Board. Motion Carried. (All ayes)

- 5. Selection of a Clerk and Treasurer and any other officers of the GHAD**
The Board determined that the Interim Chair, William Collett would obtain potential candidates for Clerk and Treasurer, including the hiring of firms as used by the homeowner's associations to do all or a part of this work. He will bring these to the Board at their next meeting.

Burke, Williams & Sorensen will assist with the posting and taking of notes at the next meeting.

6. Adoption of ByLaws

Mr. Newton advised that he would appreciate the opportunity to review the recommended format and to make suggestions on these. By general consent the Board determined to refer these to a future meeting.

7. Selection of meeting space and regular meeting dates for subsequent Board meetings:

The Board determined to hold their next meeting on April 12, 1999 at 6:30 p.m. at the East Anaheim Community Center, 8201 East Santa Ana Canyon Road. The establishment of regular meeting dates was deferred until the entire 5-member board is assembled. Suggested alternative meeting places are the Canyon Library, the Anaheim Hills Golf Course Clubhouse.

8, 9 and 10. Consideration of Contract with City of Anaheim

Execution of Instruments by which the GHAD will accept property interests

Consideration of utilizing the transition period in the contract under which the City would continue to operate and maintain the dewatering facilities for a certain period of time.

Regarding Items 8 through 10 of the Agenda, Mr. Newton advised the Board that they may wish to defer decision or action on these until insurance coverage is obtained. Mr. Newton advised that they have preliminarily reviewed the Contract with the City, but need to also see the Settlement Agreement.

Mr. Newton also advised that disclosures concerning possible conflicts have to be made before any consideration of these items.

MOTION: Motion was made by Mr. Collett to defer items 8, 9 and 10 for two weeks to the meeting of April 12, 1999, to allow the Board's legal counsel to review. Mr. Ben-Shmuel seconded the motion. Motion Carried. (All Ayes)

Mr. Ben-Shmuel questioned how the Board would confer with its legal counsel, if, as he understands it all discussion according to the Brown Act, must take place in a public meeting.

Mr. Newton explained the ability of counsel to send information to each Board Member under attorney-client privilege.

Concerning the vacancy on the Board, since Mr. Springmeier was appointed in the City Council Resolution, Mr. Newton suggested a letter to the District be drafted for his signature in which he declines the appointment.

Mr. Newton noted that since there is not a vacancy (which the Board itself could appoint) but a declination to serve, it may be that the City Council will have an opportunity to appoint a new member. This will be determined after review of the issue by the District Counsel.

11. **Consideration of Retaining professional consultants, including but not limited to geotechnical, legal, financial and administrative consultants.**

The Board reviewed that Mr. Collett would bring forward candidates for financial and administrative consultants.

Relative to geotechnical consultants, Mr. Rubin advised that the contract has a built-in transition period whereby the City could be retained by the District to operate the system for 90 days until the Board retains a geotechnical consultant. The current consultant, Eberhart & Stone, is the City's litigation consultant and would have a conflict in working with the GHAD Board, unless the City determined to waive the conflict.

In response to question from Mr. Salene regarding the cost of operating during the transition period, Mr. Rubin responded that the costs are based on the dewatering system as it presently exists. The costs add up to approximately \$19,166 per month (\$230,000 divided by 12).

Mr. Salene commented that the interest on the 3.5 million will not cover these costs indefinitely and the manner in which it is invested would be of interest to him. He understands that their investment options would be limited as a public agency.

Mr. Newton confirmed that there would be limitations and will provide the Board with an advice letter on this issue.

12. **Placement of any other lawful business of the GHAD on future agendas.**

There was no additional business to be placed on future agendas.

The City Clerk transmitted basic documents for the GHAD along with transmittal letter to Mr. Newton.

13. **ADJOURNMENT**

There being no further business, motion was made by Mr. Collett, seconded by Mr. Ben-Shmuel to adjourn. Motion Carried (All Ayes)

Adjournment: 7:45 p.m.

Minutes prepared by Leonora N. Sohl, City Clerk

Minutes approved by the Board _____
(date)

Minutes accepted and filed by the Clerk of the Board _____
(date)

(Signature – Clerk of the Board)

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

3
4 I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State
5 of California. I am over the age of 18 and not a party to the within action. My business address is
6 18575 Jamboree Road, 9th Floor, Irvine, CA 92612. My electronic notification address is
7 mmartinez@rutan.com.

8 On January 23, 2023, I served on the interested parties in said action the within:

9 **DECLARATION OF MICHAEL RUBIN**

10 as stated below:

11 Eric J. Benink
12 BENINK & SLAVENS, LLP
13 8885 Rio San Diego Dr., Ste. 207
14 San Diego, CA 92108

15 E-Mail: eric@beninkslavens.com

16 (BY ELECTRONIC TRANSMISSION VIA JAMS ACCESS) by transmitting a true copy
17 of the foregoing document(s) to the e-mail addresses set forth above.

18 Executed on January 23, 2023, at Irvine, California.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

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Marisol Martinez

(Type or print name)

/s/ Marisol Martinez

(Signature)