

ELLIOT LAKE COMMISSION OF INQUIRY

DAY 80

August 06, 2013



Neeson & Associates
COURT REPORTING AND CAPTIONING INC.

141 Adelaide Street West | Suite 1108
Toronto, Ontario M5H 3L5
1.888.525.6666 | Fax: 416.413.0230

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ELLIOT LAKE COMMISSION OF INQUIRY

--- This is DAY 80 in the Inquiry proceedings held
before the Honourable Justice P.R. Bélanger, Commissioner,
taken at the White Mountain Academy of the Arts, 99 Spine
Road, Elliot Lake, Ontario, on Tuesday, the 6th day of
August, 2013, commencing at 9:00 a.m. ---

REPORTED BY: Lisa Barrett
CSR, CRR, RPR

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

2 Mark Wallace, Esq., Commission Counsel

3 Duncan Ault, Esq.,

4

5 Matthew Shoemaker, Esq., City of Elliot Lake

6

7 Michael Title, Esq., Eastwood Mall Inc.

8

9 Chuck Myles, Esq., SAGE

10

11 Douglas Elliott, Esq., ELMAC

12

13 Robert MacRae, Esq., Robert Wood

14

15 Kristin Smith, Esq., Government of Ontario

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

PAGES

RHONDA BEAR: ON PRIOR OATH

EXAMINATION IN-CHIEF BY MR. WALLACE 19607 - 19614

CROSS-EXAMINATION BY MR. ELLIOTT 19614 - 19617

CROSS-EXAMINATION BY MR. TITLE 19617 - 19632

CROSS-EXAMINATION BY MR. MacRAE 19632 - 19637

CROSS-EXAMINATION BY MR. SHOEMAKER 19637 - 19640

ASHLEY SHERRARD: SWORN

EXAMINATION IN-CHIEF BY MR. WALLACE 19640 - 19694

CROSS-EXAMINATION BY MR. MacRAE 19694 - 19705

CROSS-EXAMINATION BY MR. ELLIOTT 19705 - 19711

CONTINUED CROSS-EXAMINATION

BY MR. MacRAE 19711 - 19714

CROSS-EXAMINATION BY MR. SHOEMAKER 19714 - 19717

RE-EXAMINATION BY MR. WALLACE 19717 - 19718

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX OF EXHIBITS

NUMBER / DESCRIPTION

PAGE

No exhibits entered.

1 --- Upon commencing at 9:00 a.m.

2 THE COMMISSIONER: Good morning,
3 everybody.

4 I trust everybody had a nice,
5 relaxing long weekend, and we embark this morning on
6 what will be the last day of Phase One, I think,
7 Mr. Wallace.

8 Are you ready to proceed, sir?

9 MR. WALLACE: Yes, Commissioner. We
10 will hear from two witnesses this morning.

11 First we will hear from Rhonda Bear
12 and she's present and ready to go. And then after
13 that, we will hear from Ashley Sherrard.

14 As you recall, Ms. Sherrard was
15 a real estate broker and was involved in the McCowan
16 transaction that he had with Mr. Nazarian.

17 So we can start now with Ms. Bear --
18 if she could come forward, please.

19 THE COMMISSIONER: Ms. Bear, you will
20 not be re-sworn. I remind you that you are still
21 under oath.

22 THE WITNESS: Okay.

23 RHONDA BEAR: ON PRIOR OATH

24 MR. WALLACE: Commissioner, just to
25 give you some context for this evidence, this

1 evidence is being called this morning to allow
2 Ms. Bear to address certain evidence that was
3 elicited in the examination and cross-examination of
4 Levon Nazarian. And it relates to the issue of the
5 core slab that fell in the Hungry Jacks area and
6 discussions that she had with the Nazarians,
7 after-the-fact.

8 When she testified, a number of areas
9 were not put to her so it gives her an opportunity
10 to provide evidence on that.

11 EXAMINATION IN-CHIEF BY MR. WALLACE:

12 Q. So, Ms. Bear, with that
13 introduction in mind, I'd ask you, you recall
14 obviously the fact that there was the issue of the
15 core slab that had fallen in the area of the Hungry
16 Jacks restaurant; correct?

17 A. Correct, yeah.

18 Q. And we've heard evidence, as
19 you've given us evidence earlier, that this happened
20 in June of 2011?

21 A. I believe it was either the end
22 of May or early June, yes.

23 MR. TITLE: Mr. Commissioner, it must
24 be said, having heard the evidence that the core
25 slab actually did not fall to the floor, and that

1 was made clear.

2 THE COMMISSIONER: Well, parts of
3 it -- there was rubble on the floor, but I agree
4 with you.

5 MR. TITLE: Right. To some extent
6 there has been some confusion surrounding that
7 entire area. I just want to point that out so there
8 is no further confusion.

9 THE COMMISSIONER: You will have
10 an opportunity, obviously, to cross-examine Ms. Bear
11 but I think the correction is an appropriate one.

12 BY MR. WALLACE:

13 Q. Fair enough. And as a result
14 of that, you attended to the area of Hungry Jacks?

15 A. Yes, I did.

16 Q. And there was discussions that
17 took place and you reported the matter, and in your
18 evidence you indicated to Mr. Nazarian; which
19 Mr. Nazarian did you report the matter to?

20 A. It would be Bob Nazarian.

21 Q. And how did you report it to
22 him?

23 A. I don't remember the exact
24 words. It was a phone call, letting him know that
25 there was a piece of cement or concrete that had

1 fallen from the restaurant. And I forwarded --
2 I took pictures and e-mailed them to him and
3 repeated what, at the time, the maintenance manager
4 reported to me.

5 Q. Which was ...?

6 A. That the piece that had come out
7 managed to wiggle its way out and that it was --
8 I can't remember the exact word, but whether it was
9 like a fluke incident, the way it fell out like
10 a dagger.

11 MR. WALLACE: And if we could have
12 Ms. Kuka, Exhibit No. 2359, please. If we could go
13 to the photograph, page ending -2676. Okay, that's
14 fine.

15 BY MR. WALLACE:

16 Q. Is this the condition that the
17 piece looked like at the time?

18 A. Yes.

19 Q. And what was your belief as to
20 what it was? What did you think it was?

21 A. It was definitely cement or
22 concrete.

23 Q. Did you ever report this matter
24 to Levon Nazarian?

25 A. Not that I recall.

1 Q. Did you ever, at any time, have
2 a belief it was anything other than cement or
3 concrete?

4 A. No.

5 THE COMMISSIONER: Did you handle the
6 piece yourself, Ms. Bear?

7 THE WITNESS: I did not.

8 BY MR. WALLACE:

9 Q. Mr. Nazarian, that is
10 Levon Nazarian, has given evidence here to the
11 effect that in a phone conversation describing this
12 matter, that you assured him that the material was
13 fireproofing because it was mushy. Did you ever
14 describe the material, number one, as fireproofing?

15 A. At that point in time I didn't
16 know what fireproofing looked like.

17 Q. So, the answer to that question
18 would be ...?

19 A. No.

20 Q. And did you ever describe it as
21 being "mushy"?

22 A. Absolutely not.

23 Q. Did Levon Nazarian ever give you
24 any instructions about this particular incident?

25 A. Not that I recall, no.

1 Q. Specifically did he ever
2 instruct you to bring this incident -- that is the
3 fact that this material had fallen -- to the
4 attention of the engineer, Bob Wood?

5 A. No, he did not.

6 Q. You've indicated this took place
7 about a -- shortly after you started your employment
8 there. Did you know at this time who Bob Wood was?

9 A. I did not.

10 Q. Approximately when did you
11 become aware of who Bob Wood was?

12 A. It would have to have been a few
13 months, maybe even December, when we were looking
14 into having some work done with Service Canada and
15 I was trying to track down the engineer and noticed
16 his name written on a folder and it may even be at
17 that point, that that's when Bob said to get ahold
18 of Bob Woods (sic) and I didn't know what
19 engineering firm or where he was. I had to send
20 an e-mail -- I sent it to the wrong company trying
21 to track Mr. Woods down to find out where he left
22 off with the Service Canada unit and that was the
23 time I got to know who he was.

24 Q. And this was a number of months
25 after the incident with the concrete?

1 A. Yes.

2 Q. And your attempts to reach
3 Mr. Wood, at that point in time, did it have
4 anything to do with the concrete or is that
5 an entirely separate matter?

6 A. Separate matter.

7 Q. We know that Mr. Wood did
8 an assessment, a Building Condition Assessment in
9 May of 2012. Did you arrange for Mr. Wood to do
10 that assessment?

11 A. No.

12 Q. Who did?

13 A. That must have been Bob.

14 I remember a phone call from him telling me that
15 there --

16 Q. "Him" being who?

17 A. Bob Nazarian.

18 Q. Okay.

19 A. Letting me know that he's
20 arranging for a series of reports, one being
21 structural and environmental, and I believe there
22 was one more, and that he will be sending the
23 engineers in to show them the mall.

24 Q. So you did not retain the
25 services of Mr. Wood?

1 A. No.

2 Q. Okay. Did either Mr. Nazarian,
3 in connection with that phone call or the retaining
4 of Mr. Wood, did either one of them ask you to bring
5 to Mr. Wood's attention this incident with the
6 concrete?

7 A. I think by that time it's been
8 forgotten. No, they did not.

9 Q. And did you, at any point in
10 time, mention the incident of the concrete with
11 Mr. Woods or to Mr. Woods?

12 A. No, this was almost a year
13 later. I wasn't thinking of cement.

14 Q. Okay. Ms. Bear, those are the
15 questions, touching on that particular issue.
16 I understand, as well, that there was a matter that
17 you wished to bring to the Commissioner's attention?

18 A. If I may. There was actually
19 a few things that I wanted to mention. Some things
20 that have been brought up through this Inquiry, but
21 I've decided not to bother bringing them up, whether
22 they're relevant or not.

23 One of the things I did want to
24 mention though, Mr. Elliott, you had mentioned that
25 the beam that was removed from Mr. Wright's report

1 was the beam that actually fell. I'm not really
2 sure whether you actually thought that or whether
3 the purpose was to make me feel bad, but it can't
4 make me feel any worse than what I already did for
5 the families.

6 I think of my son who stood at the
7 entrance of that doorway almost falling down that
8 hole, my husband who was on that parking lot with my
9 father-in-law, the fact that we lost our home and
10 everything that we owned. I apologize to the court
11 for not remembering everything but in that last year
12 it's been a lot of change. And that's all I wanted
13 to say.

14 MR. WALLACE: Okay. Thank you.
15 Those are the questions that I had, Commissioner.

16 THE COMMISSIONER: Thank you.
17 Cross-examination? Mr. Elliott.

18 MR. ELLIOTT: Good morning,
19 Mr. Commissioner.

20 CROSS-EXAMINATION BY MR. ELLIOTT:

21 Q. Ms. Bear, let me just start off
22 by saying with respect to the beam issue,
23 I certainly wasn't asking you the question to make
24 you feel bad and I did indeed believe that it was
25 the same beam at the time and I did correct that on

1 the record.

2 I understand you may have been upset
3 and forgotten that but Mr. MacRae corrected me and
4 I accept his correction. We are just here to pursue
5 the truth. That's the only purpose of any of my
6 questions.

7 I just have two questions for you,
8 Ms. Bear. First of all, when the material fell in
9 Hungry Jacks, the maintenance people that were
10 there, such as Joe Hammond junior, did any of them
11 ever suggest to you that the material that had
12 fallen was anything other than concrete or cement?

13 A. I don't think so, no.

14 Q. All right. And you didn't
15 handle it yourself, but you saw other people
16 handling it. And it was solid, was it not? It was
17 rigid?

18 A. It was rigid, but from what
19 I remember, it was already on the freezer.

20 Q. Right.

21 A. But I mean, it was very clear
22 that it was rigid. It wasn't like it was laying
23 mushy on a --

24 Q. You hadn't seen fireproofing up
25 until that point but you did later see fireproofing.

1 A. Yes, I did.

2 Q. Right. And I understand that
3 it's been described by one of the engineers that
4 when the -- wet fireproofing is a bit like wet
5 Kleenex, it has that consistency. It could be
6 described as "mushy"; is that right?

7 A. Correct.

8 Q. And having later seen that
9 material and having seen what you observed at Hungry
10 Jacks, today, is it clear to you that it wasn't wet
11 fireproofing that you saw that day?

12 A. Very clear.

13 Q. Were you aware that the piece of
14 concrete was still at Hungry Jacks at the time that
15 Mr. Wood did his examination?

16 A. At that point in time, no,
17 I wasn't. I wasn't aware but I know that she kept
18 it in her office so chances are it probably was
19 there.

20 Q. All right. And that it had been
21 a long -- nothing had happened about it for many
22 months and it just never crossed your mind or anyone
23 else's mind to bring that to Mr. Wood's attention at
24 that point?

25 A. That's right.

1 MR. ELLIOTT: Thank you. Those are
2 my questions.

3 THE COMMISSIONER: Thank you.
4 Mr. Title?

5 CROSS-EXAMINATION BY MR. TITLE:

6 Q. Good morning, Ms. Bear.

7 A. Good morning, Mr. Title.

8 Q. I wanted to ask you a few
9 questions now that we have the benefit of Elaine
10 Quinte's testimony, and it may be that your
11 involvement was quite different from hers,
12 obviously, because she was the first on the scene
13 and you weren't.

14 So I want to go through that for
15 a moment. And I don't know if you've observed
16 Ms. Quinte's testimony. Have you done that by
17 webcast?

18 A. Yes.

19 Q. You have. Now, she's told us
20 that when she arrived that morning quite early, she
21 observed some rubble on the floor, and she also
22 observed two protruding pieces of material through
23 the ceiling tile and that she immediately called
24 maintenance staff and that they immediately attended
25 to deal with it and, in fact, they removed the

1 ceiling tiles carefully and removed the material
2 that was protruding through the ceiling tile very
3 carefully, as well. And I understand that you were
4 not present during that process; is that correct?

5 A. I don't remember seeing that
6 process.

7 Q. Were you aware that the two
8 maintenance men were called and did attend and did
9 remove the ceiling tiles and did attend at the
10 situation before you attended that morning?

11 A. Yes.

12 Q. And how were you aware of that?

13 A. By the time I got there,
14 Mr. Hashe, I believe was in an argument with one of
15 the employees there with regards to her trying to
16 climb up the ladder to take the picture, so by that
17 time, from what I recall, the cement piece was
18 already removed.

19 Elaine Quinte, I remember at one
20 point in time, she was handing me her camera,
21 because we were using two cameras, mine and hers, so
22 that she could have photos as well as myself.

23 Q. So you recall that Ms. Quinte
24 was attempting to climb the ladder herself to take
25 the photograph?

1 A. No, there was a staff member
2 there that was trying to climb the ladder.

3 Q. For the purpose of doing what?

4 A. To take the pictures.

5 Q. With Ms. Quinte's camera?

6 A. I'm not sure whose camera she
7 had but she was trying to get up there to take
8 pictures.

9 Q. And is that when you arrived?

10 A. I arrived shortly after that.
11 It was explained to me that the employee was trying
12 to climb up the ladder, and right away you're
13 thinking liability issue, and she kept climbing up
14 the ladder and that's when we were taking the
15 pictures and we told her that we would use her
16 camera to take the pictures as well.

17 Q. Well, "we" is who? Who told the
18 staff member to get down from the ladder, firstly?

19 A. Well, it was the maintenance
20 manager first that was telling her and then I came
21 along and mentioned it to her as well and we took
22 her camera and then took the pictures.

23 Q. So the maintenance person, what
24 was his name?

25 A. That would have been Paul Hashe.

1 Q. And you believe he instructed
2 her to get down from the ladder; it wasn't safe for
3 her to be on the ladder; is that the gist of it?

4 A. We were both telling her to get
5 down.

6 Q. And you were there at the same
7 time?

8 A. Yes, at that point in time, yes.

9 Q. And at that point in time, had
10 the two pieces of concrete been removed from the
11 ceiling area?

12 A. I don't recall.

13 Q. Well, clearly they would have
14 had to be because no-one would go up on a ladder
15 with two pieces of protruding concrete in
16 a hazardous situation unless they had been removed?

17 A. They must have been removed
18 because at that point because we were taking
19 pictures, yes, and there was the -- that was when
20 there was a dark hole there so yes, they would have
21 been removed by then, sorry.

22 Q. And there was the dark hole?

23 A. Yes.

24 Q. So was that the point at which
25 you arrived or did you arrive afterward and have

1 that explained to you?

2 A. I actually don't remember seeing
3 the pieces of cement protruding from the ceiling.
4 I remember, from that particular time, where we were
5 arguing about the ladder.

6 Q. Were you involved in that
7 discussion as to whether the staff person should be
8 on the ladder?

9 A. Yes.

10 Q. All right. So that would tend
11 to pinpoint the time when you arrived?

12 A. That's right.

13 Q. All right. So, by that time,
14 two ceiling tiles had been removed, the materials
15 had been removed from the ceiling; is that correct?

16 A. Correct.

17 Q. And there was a dark hole or
18 space above the T-bar ceiling. Did you then observe
19 the ceiling tiles being replaced?

20 A. No.

21 Q. Why didn't you see them being
22 replaced? We understand they were replaced.

23 A. They were replaced. At that
24 point in time it was taking pictures of what we
25 could try to see up there to determine what the --

1 what had happened and at that point I'm back up to
2 the office forwarding the information over to
3 Mr. Nazarian.

4 Q. So you didn't stay at the site
5 long enough to observe the replacement of the
6 ceiling tiles?

7 A. Not that I recall, no.

8 Q. You did mention you observed
9 a dark hole above where the ceiling tiles were?

10 A. Yes.

11 Q. And there were two cameras so
12 you took photographs with your camera; is that
13 correct?

14 A. Yes, that's correct.

15 Q. And Ms. Quinte took photographs
16 with her camera; is that how it went?

17 A. Yes.

18 Q. And when you left the scene you
19 took the camera that you took the photographs with
20 and you -- what did you do with that? What did you
21 do with the prints from your photographs?

22 A. I forwarded them to Bob and
23 I saved them on my hard drive.

24 Q. Now clearly the space above the
25 T-bar ceiling was very dark.

1 A. Yes.

2 Q. Were you able to see anything
3 above the T-bar ceiling with a naked eye?

4 A. No.

5 Q. Nothing at all?

6 A. Not that I could see anyways.

7 Q. So any visualization of that
8 area is as a result of the flash of the cameras; is
9 that correct?

10 A. Correct.

11 Q. And did you have any impression
12 as to what this incident involved, when you arrived,
13 where the material came from or what it was?

14 A. I'm not quite sure I understand
15 what you mean by that.

16 Q. Did you identify the material
17 when you arrived at the Hungry Jacks restaurant?
18 Were you able to understand what it was and where it
19 came from?

20 A. Well, I know it was a piece of
21 concrete, but I don't remember exactly when
22 I actually saw the piece, whether it was right at
23 that time or whether it was after, when I went in to
24 take a picture of it on the freezer.

25 Q. Okay, you're saying after?

1 A. Yes.

2 Q. Did you take photographs of the
3 dark area above the ceiling tile immediately?

4 A. Yes, we did.

5 Q. But you are saying you observed
6 the concrete material after?

7 A. I can't remember exactly when
8 I saw piece of concrete.

9 Q. So it was not at the same
10 attendance?

11 A. I don't believe so.

12 Q. How long after did you view the
13 concrete pieces?

14 A. I can't remember.

15 Q. Was it a day later, several days
16 later, weeks later?

17 A. No, it was within the timeframe
18 that it had happened, just was it right in that
19 specific second, no, I don't remember.

20 Q. Do you believe it was that
21 morning or that day or the following day or what?

22 A. I believe it was that day.

23 Q. You believe you came back to
24 Hungry Jacks and looked again?

25 A. Yes, because it was by that time

1 on the freezer. I don't remember the actual removal
2 of it to put it on the freezer. I think I came down
3 after and took a picture of the concrete. I can't
4 remember exactly how that all went into play.
5 I took pieces -- pictures of the concrete, I took
6 pictures of the hole. It had to have been -- it had
7 to have been right then and there. I just can't
8 remember how that actually ...

9 Q. Do you believe you came there
10 twice then, once to attend on the call and another
11 time to see how things were going?

12 A. I'm not sure if it was once or
13 twice.

14 Q. So when you took a photograph of
15 the dark area above the ceiling tile, were you able
16 to visualize the contents of that area at all, from
17 the flash?

18 A. Through the flash you could see
19 the piece -- or where it came through, and I'm
20 trying to remember because it was in Elaine's office
21 whether the office was locked at the time when we
22 wanted to take the photo and I came back down or
23 whether it was that same time. I can't remember
24 those two pieces of it, whether I came down twice or
25 not.

1 Q. But when you took a photograph
2 of the dark area, what were you able to observe,
3 with the flash?

4 A. You could see pieces of the --
5 you could see the concrete part where it came
6 through. You could see the wire mesh. You could
7 see pieces of the insulation that were kind of open
8 to where the -- where it fell through, that's pretty
9 much it -- just like the picture shows.

10 Q. Right. So when you returned or
11 when you attended to take photographs of the
12 material, you say it was lying on the freezer?

13 A. The actual pictures that I took
14 were on the freezer.

15 Q. And how many pieces were there?

16 A. Two.

17 Q. And do you recall the
18 approximate size of the two pieces?

19 A. One was probably about the
20 length of this, so three feet, I guess.

21 Q. Yes.

22 A. By --

23 Q. The other one?

24 A. The other one was much shorter.
25 About half that size, maybe a quarter of the size.

1 Q. Ms. Quinte has indicated that
2 you asked whether you could retain one or both
3 pieces so that they could be examined?

4 A. Yes.

5 Q. But she insisted on retaining
6 them herself; is that correct?

7 A. Correct.

8 Q. Why did you want to remove one
9 of the pieces?

10 A. Just to show.

11 Q. To show who?

12 A. Whomever, show the owner, to
13 forward it to the owner. Maybe when the owner comes
14 he'd want to see it. I probably thought at the time
15 we didn't want that lost. You just -- you wanted to
16 have it for a visual.

17 Q. So, Ms. Quinte is correct when
18 she says you asked for it?

19 A. Yes.

20 Q. And she never did release it to
21 you at any time?

22 A. No.

23 Q. And Ms. Quinte has also
24 indicated that you stated very clearly to her that
25 you would have an engineer look into it, in those

1 words. Do you agree that that is what you said?

2 A. I don't remember those exact
3 words.

4 Q. Okay. Well, do you remember the
5 effect of what you said? Is it similar to that?

6 A. It may have been similar, yes,
7 I mean, it was -- she definitely expressed her
8 concern and I could see why she would be concerned.
9 And I'm sure I must have said something to the
10 effect that I would be reporting it to Bob. I may
11 have even said we should get an engineer to look
12 at it or it may be even later that Mr. Nazarian said
13 we will get an engineer to look into it. I don't
14 know exactly how that wording came out but we did
15 say that we would look at it.

16 Q. Okay, well, Ms. Quinte, did not
17 involve Mr. Nazarian in her testimony. She stated
18 that you made a statement to her that you would have
19 an engineer look into it; is that correct or not?

20 A. I don't remember the exact words
21 I said but I know I said something. I know I said
22 that we would look into it, that I would forward it
23 to Bob.

24 Q. Would you disagree with
25 Ms. Quinte on that statement that she says you made?

1 A. I can't disagree with her, no.
2 I just don't remember the exact words I used.

3 Q. When you observed the two pieces
4 on the freezer, did anyone hold up one of the pieces
5 or were they just lying flat?

6 A. Lying flat.

7 Q. Did you attempt to examine them
8 yourself by holding them or viewing them closely?

9 A. I never touched them, no. I did
10 view them.

11 Q. Did Ms. Quinte ever give you her
12 prints of the photograph or were you only utilizing
13 your own prints of the photograph that you took?

14 A. I only used my own.

15 Q. Did you take photographs of the
16 two pieces or the area behind the ceiling tile or
17 what?

18 A. I took pictures of the area
19 where they came through, and pictures of the actual
20 pieces.

21 Q. Did you believe at the time that
22 the two pieces had fallen to the floor because you
23 had not observed where they came from?

24 A. I'm not really sure what
25 I thought at that point in time, whether they fell

1 or whether they were -- I just knew that they came
2 out of the ceiling.

3 Q. Because in your first testimony
4 it did appear that you gave the impression that they
5 had fallen to the floor, and we've heard from
6 Ms. Quinte that they never did fall to the floor.
7 They were actually protruding through the ceiling
8 tile and had to be carefully removed so they
9 wouldn't fall. Do you disagree with that testimony?

10 A. I don't disagree that they were
11 probably protruding through the ceiling. I don't
12 remember seeing that part. I remember being told
13 that there was a piece of concrete that fell through
14 the ceiling, so whether it fell and landed to the
15 ground, I don't remember exactly how it fell.

16 Q. But you never observed the two
17 pieces lying on the floor?

18 A. No.

19 Q. Do you recall reporting this to
20 Mr. Nazarian?

21 A. Yes.

22 Q. Do you recall telling
23 Mr. Nazarian that everything was okay but there had
24 been an incident of something falling in Hungry
25 Jacks?

1 A. I don't recall saying that
2 everything would be okay. I don't know if those
3 would be the words I would use. I would have told
4 him about the incident with Hungry Jacks.
5 I remember reporting what the maintenance people had
6 told me and forwarding the photos.

7 Q. What did the maintenance people
8 tell you precisely?

9 A. The exact words I don't have.
10 I just remember him saying that it was a piece of
11 concrete that had fallen, that it was a fluke
12 incident, the way it came out, the way it was able
13 to work its way out because it was shaped like
14 a dart.

15 Q. And I believe you indicated in
16 your earlier testimony that the maintenance men were
17 surprised and you were surprised that somehow this
18 concrete was able to come through the mesh
19 protection that was above the T-bar ceiling?

20 A. I think we were all surprised.

21 Q. So is it news to you that these
22 two pieces never fell to the floor?

23 A. Is it news to me that these
24 never ... I don't remember the exact event.. It's
25 -- I don't remember --

1 Q. That's the evidence at this
2 Inquiry, that the two pieces never did fall to the
3 floor. Is that news to you? Is that new
4 information to you?

5 A. It could be. I don't know
6 whether it's news to me. I mean, maybe. I don't
7 know how to -- I don't know. I was told that they
8 fell to -- I don't know if they fell on the floor,
9 so it's not news whether they were hanging from the
10 ceiling or whether they -- I was just told
11 originally that they fell or they came out of the
12 ceiling.

13 Q. Do you remember saying to
14 Mr. Nazarian, the words "mesh"?

15 A. Yes.

16 Q. They came through the mesh?

17 A. Yes.

18 MR. TITLE: Thank you. Those are my
19 questions.

20 THE COMMISSIONER: Thank you.
21 Mr. MacRae?

22 CROSS-EXAMINATION BY MR. MacRAE:

23 Q. Thank you, Mr. Commissioner.

24 Good morning again, Ms. Bear.

25 A. Hello.

1 Q. If I might at the outset,
2 I would indicate that I had asked Commission Counsel
3 to re-call you as a witness and it is certainly not
4 for the purpose of putting you in the situation of
5 having to go back through the testimony, but rather
6 to provide an opportunity for me to ask you some
7 questions with respect to some allegations that were
8 made with respect to my client that also involve you
9 as well.

10 And in addition -- my understanding
11 of the evidence is that in addition to Mr. Levon
12 Nazarian giving evidence about steps that he
13 indicated that he took as a result of being made
14 aware of this fallen concrete, Mr. Nazarian -- Mr.
15 Bob Nazarian's evidence is that he asked you to
16 contact Robert Wood and your evidence this morning
17 is that you didn't.

18 My question is: Did Mr. Nazarian ask
19 you to forward the pictures of the concrete to
20 Mr. Wood?

21 A. No.

22 Q. And you never did forward the
23 pictures to Mr. Wood; is that correct?

24 A. No, correct.

25 Q. And would you agree with me that

1 during your time as manager of the mall for the
2 Nazarians, that Mr. Wood did not visit with you and
3 ask you any questions about the falling concrete?

4 A. No, he did not.

5 Q. And Mr. Levon Nazarian indicated
6 that you had convinced him that it was insulation,
7 and my understanding is that you clearly understood
8 that it was concrete.

9 A. Yes.

10 Q. And also with respect to your
11 position at the mall, my understanding is that you
12 were the manager of the mall; is that correct?

13 A. Correct.

14 Q. But you weren't the manager of
15 maintenance; am I correct?

16 A. Correct.

17 Q. And had you ever been told by
18 the Nazarians that it was your responsibility to
19 ensure that the maintenance of the mall -- all the
20 maintenance of the mall issues were reported to the
21 two Nazarians?

22 A. Sorry, can you say that again?

23 Q. Yes. Were you ever instructed
24 by either Bob Nazarian or Levon Nazarian to report
25 to them maintenance issues that were serious?

1 A. No.

2 Q. Now, my understanding is that
3 you've never met Bob Wood; am I correct?

4 A. Correct.

5 Q. And in fact you were scheduled
6 to meet Mr. Wood when he was attending in the spring
7 -- in April and May of 2012 but something came up
8 and you weren't able to be there on that day; is
9 that correct?

10 A. That's right.

11 Q. My question is: In preparation
12 for that meeting with Mr. Wood, would you agree with
13 me that Mr. Nazarian knew that you were meeting with
14 Mr. Wood?

15 A. I'm sorry, say that again, I'm
16 sorry.

17 Q. In preparation for Mr. Wood
18 coming to the mall --

19 A. Yes.

20 Q. -- you -- first off, you were
21 aware that Mr. Wood was coming to the mall --

22 A. Right.

23 Q. -- in April of 2012? And
24 secondly, as a result of being aware, did
25 Mr. Nazarian ask you to inform Mr. Wood with respect

1 to the falling concrete during that visit?

2 A. No.

3 Q. Also, you indicated in your
4 evidence this morning that it may have slipped from
5 your mind and that was your evidence before that it
6 was a very busy time and you were just starting as
7 a manager, but am I correct, you have no information
8 with respect to what was or wasn't remembered by the
9 Nazarians? You're only speaking about your own
10 memory that it was something that slipped your mind.

11 A. Correct.

12 Q. Then with respect to the
13 correspondence that you authored, e-mails back and
14 forth with Mr. Wood with respect to modifications to
15 the report in May of 2012, Mr. Nazarian asked you to
16 have those two -- to communicate with Mr. Wood with
17 respect to the modifications that were being
18 requested by Mr. Nazarian; is that correct?

19 A. Yes.

20 Q. And did Mr. Nazarian, in asking
21 you to complete those communications with Mr. Wood,
22 did he remind you to talk to Mr. Wood about the
23 concrete that had fallen?

24 A. No.

25 Q. And my last question is: Did the

1 mall -- during the time that you were the manager,
2 Ms. Bear, did you understand that the mall had
3 an engineer, a named engineer?

4 A. No.

5 MR. MacRAE: Thank you very much.
6 Those are my questions, Mr. Commissioner.

7 Thank you for re-attending.

8 THE WITNESS: Okay.

9 THE COMMISSIONER: Mr. Shoemaker.

10 CROSS-EXAMINATION BY MR. SHOEMAKER:

11 Q. I just have a couple of
12 questions, Mr. Commissioner.

13 Good morning, Ms. Bear, I'm Matthew
14 Shoemaker, one of the counsel for the City of
15 Elliot Lake.

16 A. Good morning.

17 Q. You've mentioned a variety of
18 people who were at the site of Hungry Jacks shortly
19 after the incident where this material fell.

20 How many people did you see who were
21 at the site of the incident?

22 A. There were two maintenance
23 personnel. There was an employee, I believe, that
24 was there at the time and also Elaine Quinte was
25 there eventually.

1 Q. And yourself?

2 A. Yes.

3 Q. So a total of about five people.

4 A. Yes.

5 Q. And at the time that this
6 material fell, did you believe it was necessary to
7 contact the City about this piece of material?

8 A. No.

9 Q. And were you informed by any of
10 those other four people who were there, that they
11 had contacted the City? Were you informed of that
12 at the time?

13 A. No.

14 Q. No. And did you know that the
15 City had a department to deal with building issues?

16 A. I wasn't thinking of it at the
17 time, no.

18 MR. SHOEMAKER: Okay. Those are all
19 my questions. Thank you.

20 THE WITNESS: Okay.

21 THE COMMISSIONER: Thank you.

22 Ms. Smith?

23 MS. SMITH: No questions for this
24 witness.

25 THE COMMISSIONER: Thank you.

1 Mr. Myles?

2 MR. MYLES: No questions,
3 Mr. Commissioner.

4 THE COMMISSIONER: Have we covered
5 everybody? Re-examination then.

6 MR. WALLACE: No, I have no
7 questions, Mr. Commissioner. Thank you.

8 THE COMMISSIONER: Thank you very
9 much, Ms. Bear. That's it.

10 THE WITNESS: Thank you.

11 MR. WALLACE: We can go with
12 Ms. Sherrard right now, please.

13 MR. MacRAE: Mr. Commissioner, if
14 I might address --

15 THE COMMISSIONER: Mr. MacRae.

16 MR. MacRAE: -- prior to my friend
17 starting so that I don't interrupt him at some point
18 in time.

19 This morning I am required to attend
20 at the Ontario Provincial Court. I stood the matter
21 down till the usual time for the break, and at that
22 time my concern is that if we can take the break we
23 maybe complete the evidence by then, but if not, if
24 I might ask for an additional ten minutes during
25 that break so that I may be --

1 THE COMMISSIONER: What time do you
2 have to be in Provincial Court?

3 MR. MacRAE: Mr. Aubé is standing it
4 down until -- I have indicated that I expect to be
5 there around quarter to eleven.

6 THE COMMISSIONER: We will
7 accommodate you. This will be our last witness in
8 any event, so we are fairly flexible in relation to
9 time.

10 MR. MacRAE: Thank you very much,
11 Mr. Commissioner.

12 ASHLEY SHERRARD: SWORN

13 EXAMINATION IN-CHIEF BY MR. WALLACE:

14 Q. Ms. Sherrard, what do you for
15 a living?

16 A. I'm a broker of record. I own
17 a boutique brokerage called EIR Investments.

18 Q. Whereabouts is that?

19 A. My office is located in Barrie.

20 Q. And so you are a real estate
21 broker?

22 A. That's correct.

23 Q. And how long have you been in
24 the real estate business?

25 A. Approximately eight years.

1 Registered working in the business.

2 Q. As a broker?

3 A. I've been a broker for about
4 four years of that -- of the eight, registered,
5 officially.

6 Q. And prior to that, you were
7 a real estate agent?

8 A. That's correct.

9 Q. And I understand that you know,
10 professionally, Mr. McCowan?

11 A. That's correct.

12 Q. And how is it you know him?

13 A. I have been working with
14 Mr. McCowan for the duration of my real estate
15 career on purchases, leases, sales of property.

16 Q. Are you an employee of
17 Mr. McCowan's?

18 A. No.

19 Q. And in terms of your business,
20 how would you classify him in the importance as a
21 client?

22 A. Ron is my most important client,
23 and I work mainly for Mr. McCowan.

24 Q. What do you do for Mr. McCowan?

25 A. I would bring potential deals to

1 him for review. I would review materials and --
2 throughout the deal for him, do some investigative
3 reporting for him, with regards to due diligence on
4 any property that he is purchasing or selling.
5 I would create packages for properties that he would
6 be selling, for him. I would gather documents for
7 these packages within -- with the staff from his
8 office, and I would negotiate the offer, purchase --
9 sorry, the purchase agreements, terms. I would
10 write the offers in a lot -- in most cases so ...

11 Q. With respect to deals that you
12 bring to him, do you present every offer that you
13 become aware of to Mr. McCowan?

14 A. Absolutely.

15 Q. And do you scrutinize the offers
16 prior to bringing them to him?

17 A. I do.

18 Q. Now, there was an offer in 2009.
19 If we could have a look at Exhibit No. 5163 and in
20 your volume 1, Ms. Sherrard, it would be at the
21 first tab.

22 A. Yes.

23 Q. This is an Agreement of Purchase
24 and Sale, as we can see, and the date of the
25 document is 20th of October 2009. And the purchase

1 price for the property that is the Algo Centre Mall,
2 151 Ontario Avenue is \$10 million. And if you look
3 down at the bottom of the page you will see, do you
4 recognize the initials of the buyer?

5 A. Yes, that is Ron's initial.

6 Q. Were you involved in this matter
7 back in 2009?

8 A. No, I did complete some --
9 a review of the rent roll and a site plan previous
10 to this offer being drafted. This offer was drafted
11 by another agent.

12 I was actually away while this
13 process occurred so I went through the initial due
14 diligence, and then I had left on vacation and
15 another agent had gone through this process.

16 Q. When you say "initial due
17 diligence", what are you talking about?

18 A. Okay, so in order for Ron to
19 know if he wants to proceed with an offer, he would
20 get, in general course of real estate business,
21 a rent roll, a site plan, some form of information
22 about the property to, you know, be able to see if
23 it's viable to make an investment.

24 Q. Okay. So it would just be
25 a very, very preliminary look to see if this is

1 something even worth pursuing?

2 A. Correct.

3 Q. Okay. And you brought that
4 information to Mr. McCowan?

5 A. No, actually I believe the other
6 agent had provided it to Mr. McCowan and Mr. McCowan
7 brought it to me to review on his behalf.

8 Q. Okay. And you reviewed it?

9 A. I did.

10 Q. And you've indicated that the
11 offer was prepared by another agent.

12 A. Correct.

13 Q. Did you have any further
14 involvement in this particular matter beyond
15 reviewing the documentation that was provided to
16 you?

17 A. No, I had some verbal
18 communication with Ron with regards to the
19 negotiations. I never reviewed this particular
20 document.

21 Q. More specifically, Mr. McCowan
22 has given evidence at this Inquiry, that this deal
23 did not progress and you're aware of that?

24 A. Yes.

25 Q. He mentioned in reference a

1 meeting that he had with the Nazarians. Were you
2 present at that meeting?

3 A. No, I was not.

4 Q. Okay. Well, then I won't ask
5 you any questions because any information you would
6 have got about that meeting you would have received
7 from Mr. McCowan?

8 A. That's correct.

9 Q. Okay. Well, let's move on.
10 There was a subsequent offer in 2011. Do you know
11 a chap by the name of Tom -- I'll take a try at
12 this, Kovacevic?

13 A. Yes, I do.

14 Q. Who is he?

15 A. Tom is, I believe, a real
16 estate -- he has involvement in the real estate
17 world. I don't know exactly his position or title.
18 I know Tom had brought a deal -- brought the deal
19 back to Mr. McCowan.

20 Q. Okay. If we could look at
21 Exhibit No. 1233, and this would in tab 9 and it
22 would be in the second volume.

23 A. Yes.

24 Q. And if we look at tab -- sorry,
25 page 35, the page ending 35.

1 A. Okay.

2 Q. Now, this document -- the date
3 of this document appears to be 9th of May of 2011.

4 A. Correct.

5 Q. And it identifies as the
6 purchaser, Ron McCowan in trust, and the vendor, as
7 Tom Kovacevic.

8 A. Correct.

9 Q. And the property that is the
10 subject-matter of the document is the Algo Centre
11 Mall, 151 Ontario Avenue?

12 A. Correct.

13 Q. And the purchase price -- if we
14 can just scroll down, if we can just see it
15 Ms. Kuka, down there, there you go -- is
16 \$6.1 million.

17 A. Correct.

18 Q. Do you see that?

19 A. Yes.

20 Q. What can you tell us about this
21 particular transaction?

22 A. Tom was aware that Ron didn't
23 want to deal with Bob Nazarian any longer because of
24 the previous deal and the way that --

25 Q. Back in 2009?

1 A. In 2009, correct. He was aware
2 of what happened and that there was negotiations
3 and -- that resulted in Bob not keeping his word and
4 Tom is aware that in previous dealings with
5 Mr. McCowan, that Mr. McCowan does not usually deal
6 with people after that happens. So ...

7 Q. What was supposed to happen
8 here?

9 A. Tom was bringing back the deal
10 because he was aware that -- or he was made aware
11 that Canadian Tire would be leasing a vacancy in the
12 mall and thought that, you know, it was a good deal
13 for Ron to do now that this new found tenant was
14 potentially coming into play.

15 He also believed that he could
16 renegotiate the deal at \$6.1 million, which is what
17 is referenced on this offer and basically Tom would
18 be -- Tom would be in an agreement with the
19 Nazarian -- with Bob, to purchase the property that
20 would simultaneously close on the same day with Ron.
21 So, from Tom to Ron.

22 Q. So the deal would have been that
23 Tom would have bought the property from the
24 Nazarians.

25 A. Correct.

1 Q. And in turn would have re-sold
2 it to Mr. McCowan.

3 A. Correct.

4 Q. And if we look at Exhibit No.
5 5638. And I don't believe you've got that
6 Ms. Sherrard, so you just have to look at this on
7 the screen.

8 A. No problem.

9 Q. And this is an Agreement of
10 Purchase and Sale and it's dated 5th of May 2011.
11 And it identifies Tom Kovacevic as the purchaser,
12 and the seller Eastwood Mall Inc., and in this
13 particular case, the purchase price is \$5.5 million?

14 A. Which is interesting, yes. I've
15 never seen this document until now so that explains
16 his efforts.

17 Q. So you are alluding to the fact
18 that the differential between what he's paying for
19 it and what he's selling to Mr. McCowan?

20 A. Correct.

21 Q. And if you look at the bottom of
22 the page, you can see that this is initialed by --
23 it appears to be at least, both the buyer and the
24 seller. And we know that this matter did not --
25 this transaction never took place. Do you know the

1 reason why it didn't take place?

2 A. It had a lot to do with the due
3 diligence process. There was certain information
4 that I was looking to receive in order to protect
5 Ron, in moving forward with the offer, that we
6 weren't receiving.

7 There were a few known vacancies with
8 some larger tenants that had come into play. We
9 were trying to receive confirmation of that, what
10 the terms were, if the tenant had gone dark or if
11 they had -- basically were still paying some portion
12 of the rent or if they were gone entirely. We
13 couldn't make these confirmations while dealing with
14 Tom.

15 Therefore, it was decided that we
16 would move forward with the Nazarians directly, and
17 that actually happened through a call from Levon who
18 was brought into the matter at that time for the
19 first time.

20 Q. And the matter was picked up in
21 2011, more specifically in October; correct?

22 A. Correct.

23 Q. And what -- and the initiating
24 party to the matter was Levon?

25 A. Yes, I believe what was

1 happening was, I was asking documents from Tom. Tom
2 was requesting them from Levon and finally --

3 Q. Now, you are referring back to
4 the May transaction?

5 A. Between May and October there
6 was a lot of back and forth trying to get these
7 documents together. So, at some point between May
8 and October, when Tom was requesting these documents
9 from Levon, Levon contacted me, asked to contact me
10 directly and then we had decided -- he had
11 recommended that we deal directly which I brought to
12 Ron.

13 Q. Okay. And if we could have
14 a look at Exhibit No. 5173 and you will find that at
15 tab 16. And the page number in this exhibit would
16 be page number -198, please.

17 That's not the right page. One
18 second here.

19 A. I have got it as -198. There
20 you go.

21 Q. There we are. Perfect. This is
22 an Agreement of Purchase and Sale and its date is
23 14th of October 2011.

24 A. Correct.

25 Q. And the purchase price for the

1 Algo Centre Mall is, in this document, \$5.7 million.

2 A. Correct.

3 Q. And if we scroll down, please,
4 it has a closing date, paragraph 2, of 30th of
5 November 2011.

6 A. Correct.

7 Q. And at page -202, in the third
8 printed paragraph, there it provides you with --
9 Mr. McCowan more specifically, the buyer having 12
10 days after acceptance of the Agreement of Purchase
11 and Sale to conduct his due diligence examination;
12 correct?

13 A. Correct.

14 Q. And if we look at page -- the
15 date of acceptance was 14th of October, as well;
16 correct? Same date?

17 A. Correct.

18 Q. And which would -- this can
19 be --

20 A. Sorry.

21 Q. -- found at page -201. It's
22 just the page previous to that.

23 A. Oh, thank you. I was looking at
24 the other ... there you go.

25 Q. And we can see that the offer

1 was accepted on 14th of October.

2 A. Correct.

3 Q. So we're giving you till
4 26th October to do your due diligence?

5 A. Would have been -- however, the
6 conditional period wouldn't have begun until -- or
7 the due diligence period would not have begun until
8 the vendor -- or sorry, the buyer, had received all
9 of the seller's deliverables.

10 Q. Okay. So, notwithstanding the
11 fact that the document indicated that the due
12 diligence period would have started to run on
13 14th of October --

14 A. Yes.

15 Q. -- was there an oral agreement
16 as between the parties that altered that?

17 A. Yes.

18 Q. And what did it provide for?
19 I think you just made reference to the fact that
20 the --

21 A. The vendor -- sorry, the seller
22 would have to provide certain materials that are
23 actually listed here in order to -- to the buyer, in
24 order for the buyer to confirm their satisfaction
25 with the same.

1 Q. Now, if we look at Exhibit No.
2 5164 -- that's at tab 4 -- and look at page number
3 -32, yes. This is a document dated 21st of
4 November, and it is -- it's addressed "To Whom It
5 May Concern" and the "Re" line is "Disclosure
6 Documents"?

7 A. Correct.

8 Q. Are these the class of documents
9 that you were referring to?

10 A. Correct.

11 Q. And it was your understanding
12 that the due diligence period would start, once
13 those documents that were required to be disclosed
14 had been disclosed; is that correct?

15 A. Correct.

16 Q. So on the -- in this delivery of
17 documents, we'll see at item 6, "Structural Review
18 and Stamp Approval". And if we turn to page number
19 -70 within that exhibit, this is the M.R. Wright
20 structural review of October 28th, 2009. And you've
21 seen this document before?

22 A. Yes.

23 Q. And this is the document that --
24 that's referenced in the earlier page that I brought
25 to your attention.

1 A. Correct.

2 Q. Now, which means that you would
3 have received this -- did the document come to you
4 or it would have come to Mr. McCowan?

5 A. It came to me. Through me to --
6 on behalf of Mr. McCowan.

7 Q. So, is the line of
8 communication -- is it you and Mr. Levon Nazarian
9 talking about the deal, then bringing it back to
10 your respective principals?

11 A. Correct.

12 Q. So Mr. Levon Nazarian was not
13 dealing directly with Ron McCowan?

14 A. No.

15 Q. It was going through you.

16 A. Correct.

17 Q. So you received this document on
18 or about 21st of October?

19 A. Yes -- November.

20 Q. Did you read it?

21 A. Of course.

22 Q. Okay, did you bring it to the
23 attention of Mr. McCowan?

24 A. Yes, of course.

25 Q. And did you review the report

1 with him?

2 A. I review my notes with him.
3 I usually take certain sections of the report that
4 are either an issue or just something that I believe
5 he should be aware of. I don't -- I wouldn't read
6 the full report with him though.

7 Q. Do you recall when you would
8 have reviewed it? Like, how contemporaneous to the
9 21st of November would it have been?

10 A. Usually a week would be -- any
11 timeframe for a full due diligence report to
12 Mr. McCowan. In this situation it may have been
13 sooner because the due diligence period was shorter
14 than it normally would be, so definitely within
15 a week I can confirm --

16 Q. Now --

17 A. -- I would have showed it to
18 him.

19 Q. Did you receive any instructions
20 from Mr. McCowan once he's reviewed the report?

21 A. This report was older than a few
22 years. Generally the banks like to see a report
23 within a one- to two-year timeframe, to confirm the
24 validity of its content so ...

25 Q. And when you're saying "the

1 bank" are you -- what bank are you referring to?

2 A. So, sorry. Ron would fall under
3 the same standard as a requirement from anyone that
4 he's purchasing property from as the bank would
5 require from him, trying to obtain financing.

6 So it is just sort of a measure of
7 a standard -- industry standard, would be to receive
8 something within one to two years.

9 Q. Okay.

10 A. So Ron's instructions to me were
11 to go and see if there was a further report that was
12 more recent that, you know, would provide an update
13 basically from where these repairs are at, because
14 a lot of times there would have been.

15 Q. Now, so you were asked to find
16 out, number one, if there is any more recent
17 reports?

18 A. Correct, if there was an update.

19 Q. And the M.R. Wright report makes
20 reference to some leakage and some missing
21 fireproofing and stuff like -- things like that.
22 Did Mr. McCowan ask you to make any inquiries about
23 those issues?

24 A. Of course. There was a list of
25 questions that were had, none of which Levon was

1 helpful in answering.

2 Q. So -- what type of questions did
3 you have?

4 A. There was certain maintenance --
5 I can't remember exactly, that basically over time
6 things could become a concern, so all those areas,
7 from the roof, from snow and salt being kept in
8 certain areas. I'm trying to think, the -- some
9 rusting. There was rusting and that -- over time
10 that that could be a concern so wherever there was
11 sort of like a -- I was more asking Levon about, was
12 there any preventative maintenance, you know, in
13 play?

14 I had also received at the time of
15 receiving this contract, all of the maintenance
16 contracts that they had, and none of them were
17 providing, you know, resolve for any of these
18 issues, so, again, I was trying to confirm if there
19 was anything done.

20 Q. The opening paragraph of the
21 M.R. Wright report indicates the request, that is:

22 "As per your request we
23 visited the above noted Mall
24 Complex on Monday, October 5,
25 2009, to specifically review and

1 report on concerns that water
2 leakage through the parking deck
3 may have created a weakening of
4 the structure and damaged the
5 required sprayed-on fireproofing
6 of the steel structure."

7 And the report goes on to outline the
8 fact that there has been significant leakage in
9 certain areas. My question to you is: Was -- did
10 Mr. McCowan ask you anything about what is the
11 current state of -- has there been any repairs? Did
12 you ever get instructions along those lines?

13 A. Yes, that was my instructions,
14 to ask Levon if there had been any repairs made, if
15 there is any other contracts, preventative
16 maintenance in place and further, from -- based on
17 a response that I got from Levon which was, you
18 know, no, and, you know, we haven't really done
19 anything other than the norm, very general
20 responses, Mr. McCowan asked me to get another
21 report.

22 Q. Okay. Let's --

23 A. An updated report.

24 Q. -- go back here. Mr. McCowan
25 had instructed you to find out if there was any more

1 recent reports?

2 A. Correct.

3 Q. Did you ask Levon that question?

4 A. Yes, I did.

5 Q. And did you get an answer to
6 that question?

7 A. Yes, I was told that there was
8 an updated report. I asked him if he could provide
9 a copy. He said that he could not send it to me by
10 e-mail, However, if I wanted to attend his office he
11 would show me the report.

12 Q. We'll get to that episode in
13 a few moments, but when you had this discussion with
14 Levon indicating that there was a report, but he
15 would show it to you, did you ask why you couldn't
16 have it?

17 A. At the time his first response
18 was that it was too large to be sent by e-mail.

19 Q. Okay.

20 A. The second is it was binded and
21 it wasn't in a form that he could e-mail it. When
22 I got to his office --

23 Q. So you did go?

24 A. I did go. Yes, yes. This was
25 a deal breaker for Mr. McCowan.

1 Q. What was a deal breaker?

2 A. The -- right now, what his
3 findings in the report, you know, was not -- he was
4 not happy with that. He had to find out, you know,
5 what had been done or what is the current situation
6 with these issues. So, yes, I went to Levon's
7 office to investigate and to review this report.

8 Q. And did you see a report at his
9 office?

10 A. Yes, he had the report out on
11 his desk when I arrived there. He had it opened to
12 a summary page confirming general things about
13 a parking lot, not specifically speaking about
14 a parking lot that it was also used as a roof. It
15 was talking about pot holes and asphalt repairs and
16 things like that. It didn't really help.

17 I asked if I could use an office to
18 review the report. It was only Levon and I there at
19 the time. It was after hours by the time I had
20 gotten there, and he told me "No." He then
21 explained to me verbally that he was not allowed to
22 show me the report and not allowed to give me a copy
23 of the report.

24 Q. Did he say where that
25 instruction came from?

1 A. That instruction came from his
2 father.

3 Q. Now the information that you
4 were provided, that is about a parking lot, as
5 opposed to a parking deck --

6 A. Right.

7 Q. -- is this as a result of you
8 reading this summary or is it being read to you?

9 A. I did get to read the summary
10 myself, yes.

11 Q. Did -- were you able to identify
12 the -- number -- were you able to identify, number
13 one, that it was actually an engineering report; did
14 you ever see the cover?

15 A. No, I saw the cover of
16 the booklet when he closed it. I saw that it was
17 a blue booklet. It looked like an engineer's
18 report. I've seen many engineers' reports, just the
19 way it was binded and whatnot, but otherwise
20 I couldn't. I couldn't even confirm the name of the
21 company.

22 Q. That was going to be my next
23 question. You do not know the name of the firm that
24 prepared the report?

25 A. No, no, this -- it was put back

1 in the filing cabinet.

2 Q. Did -- in the course of this
3 discussion, or sorry, this exercise, did you ever
4 ask the question of him of what sort of shape is the
5 roof in? Did you ever ask that? And by that,
6 I mean the parking deck?

7 A. Yes, of course, I became more
8 suspicious or curious at this point in time because
9 we weren't having full disclosure any more, so I was
10 now really questioning: What is going on? What is
11 the state of the roof? What are the issues? In
12 addition that --

13 Q. Hold on.

14 A. Sorry.

15 Q. You said you questioned those
16 things. My question to you is: Did you ask him
17 that? Did you put those questions to him?

18 A. Yes, I did.

19 Q. And, like, what did you ask him
20 and what answer did you get back?

21 A. I asked him more seriously at
22 this point, where is the leakage? And again, just
23 with some more support, we had been to the property
24 as well by this time. We had received certain
25 tenant estoppels that had also provided for more

1 confirmation that there was roof leaks and, you
2 know, major damage that was causing tenant issues,
3 to stay at the property or consider staying at the
4 property which, you know, means that they're big
5 issues that haven't been resolved in a long time, if
6 a tenant gets to that point. So it became very
7 serious that not only, you know, are we going to
8 have to do a new report ourselves, and we'd be
9 looking at them for costs of the same in order to
10 move forward the deal but, you know, answer specific
11 questions with regards to Zellers: How long has it
12 been going on for? Where are the specific leaks?
13 Why are there all these temporary fixes within the
14 mall or -- I believe the stairs were shut down at
15 the time we were there and -- I don't know what you
16 call them, tarps hanging on the ceiling which was
17 odd.

18 Q. You've listed a number of
19 questions --

20 A. They were all put to Levon.

21 Q. Okay, what I'm interested in
22 finding out is what the answers were to those
23 questions.

24 A. I apologize. So Levon's answer
25 to me was they were doing their general repairs,

1 that they had maintenance staff on the team on site
2 at all times and that they were working a deal out
3 with a solar company who would essentially be
4 putting solar panels on that roof, and therefore,
5 they wouldn't need to repair it. They would just
6 use it for solar and no longer parking.

7 Q. Now, did you report back to
8 Mr. McCowan this meeting that you'd had with Levon?

9 A. Yes, I did.

10 Q. And let me ask you this: What
11 did you tell Mr. McCowan after you got back from
12 this meeting?

13 A. I told Mr. McCowan that the
14 report -- the summary in the report that I read,
15 I think was worthless to him. It didn't have any
16 information -- or it had information but none that
17 I could confirm with regards to even this property.
18 In particular I told him that it was -- I felt that
19 it was rude that I was asked to drive such a long
20 way to have that happen and that I don't feel like
21 I was getting any straight answers.

22 I told him that I was not allowed to
23 have or see the report and that I wasn't told that
24 until I got there. Well, I was told that he wasn't
25 going to be able to e-mail but not that I wouldn't

1 be able to have a copy to bring to him.

2 So based on that, Ron gave me
3 instruction to contact the bank, who was the first
4 mortgagee on the property, to further investigate to
5 see if they had any information. Usually the bank
6 would do an annual review on the property when they
7 have financing, so to see if they had any additional
8 reports, and if they had, in turn, seen this report
9 at any time.

10 Q. Did you do that?

11 A. I did. I did.

12 Q. And what bank did you do that
13 with?

14 A. It's RBC. And I dealt through
15 a contact, sorry, that has put -- or has financed
16 some of Ron's properties, who, in turn, knew who
17 had -- or who was on the file dealing with the Algo
18 Mall.

19 Q. Did -- when you made those
20 inquiries did you provide them with the M.R. Wright
21 report?

22 A. I did provide them with the
23 M.R. Wright report.

24 Q. And did they give you any
25 indication, one way or the other, whether or not

1 they had any other reports?

2 A. They said that they had -- they
3 did have this report, and may have some updates but
4 they weren't able to discuss any of that with me.

5 Q. Were you able to obtain any
6 additional information from the bank that would
7 assist Mr. McCowan in resolving the -- or deciding
8 on the issue of the roof?

9 A. The bank was very eager to --
10 for Mr. McCowan to purchase the property and told me
11 that whatever financing he would require in order to
12 make the purchase happen, they would be happy to do
13 for him.

14 Q. Why were they keen to do
15 business with him?

16 A. They know Mr. McCowan's business
17 model. He often fixes up properties, you know, he
18 does major work, roof repairs and paving repairs are
19 in his natural course of business and RBC has seen
20 that over time, and I'm assuming -- because they
21 never put it right out there -- that they were
22 expecting or looking forward to Ron taking over this
23 property to do the same.

24 Q. Did the bank provide you or
25 Mr. McCowan, to your knowledge, with any updated

1 engineering reports?

2 A. No. No. They were not -- they
3 told us that they weren't able to do so.

4 Q. Okay. Now, was there ever any
5 contact made either by yourself or Mr. McCowan with
6 the M.R. Wright Company, concerning the report that
7 you -- the actual -- the one and only report that
8 you actually had?

9 A. Yes, I had called the number on
10 the report at that time and got -- I can't remember
11 the engineer, Mr. Wood.

12 Q. Okay.

13 A. A different phone number than
14 this, and provided it to Mr. McCowan.

15 Q. And did you actually speak to
16 Mr. Wood?

17 A. No, I never spoke with Mr. Wood
18 directly.

19 Q. Okay. So you provided the
20 phone -- Mr. Wood's phone number to Ron?

21 A. At this time Ron wanted to take
22 over the matter himself and speak with him directly,
23 yes.

24 Q. Do you know if that happened?

25 A. Yes, I do.

1 Q. And how do you know that?

2 A. I was in the room at the time
3 when he gave -- or when he phoned Mr. Wood.

4 Q. Okay. And was this a -- was
5 this a conversation that was on a speaker phone or
6 were you just able to hear Mr. McCowan's end of the
7 conversation?

8 A. I was only able to hear
9 Mr. McCowan's end of the conversation. I was not on
10 the speaker phone.

11 Q. Did he discuss the call with you
12 when it was over?

13 A. Absolutely.

14 Q. Can you give us your best
15 estimate of how long the call took?

16 A. No longer than five minutes.

17 Q. What did he say to you? That
18 is, what did Mr. McCowan say to you when the call
19 was over?

20 A. Right when he got off the phone
21 he said to me, basically, he confirmed what
22 I thought was correct.

23 Q. Which was ...?

24 A. Which was that there was major
25 damage to the roof. I asked him what does he think

1 and he said it was going to be 1.5 million overall
2 costs and 500 right away, immediately had to be
3 spent.

4 Q. When you -- I just want you to
5 identify the source of this information when you
6 said when "he" thought, are you talking about Ron
7 thought it was going to be 1.5, plus 500,000 or is
8 that the information he was getting from the
9 engineer?

10 A. Ron got the information from the
11 engineer with regards to the costs so that was Ron's
12 specific reason for calling was to understand, if
13 there was damage, how much, in his best estimate,
14 understanding that, you know, he couldn't provide
15 an exact cost but it's something that Ron does a lot
16 with the engineers, "Give me your best estimate of
17 what you think it will cost," so, you know, that's
18 what it was.

19 Q. Now, when that conversation --
20 when you've -- was there anything further that
21 Mr. McCowan told you as a result of -- coming from
22 that conversation with the engineer?

23 A. No, we had talked a little bit
24 about now that it was confirmed, what we were going
25 to do moving forward with regard to the deal.

1 Q. And what exactly was that going
2 to be? What was -- now that you've got this
3 information that -- outlining the magnitude of the
4 amount of money that was going to be required, what
5 was the game plan from Mr. McCowan's point of view?

6 A. It was to ask for a reduction in
7 the purchase price.

8 Q. And did you have any
9 conversation with Levon about the conversation
10 with -- that Mr. McCowan had with Mr. Wood?

11 A. Absolutely.

12 Q. Okay.

13 A. That was the starting point for
14 the negotiating was that we can now confirm with the
15 engineer what the damages were or repairs necessary
16 to the building, the severity of the repairs, and
17 how much it was going to cost immediately, and
18 overall, just for, you know, the minimal repair.

19 Q. So, just to be clear here, did
20 you share with Levon the fact that you had this
21 best -- best guess estimate of \$1.5 million and
22 \$500,000 immediately, did you share that detail with
23 Levon?

24 A. Yes, I did.

25 Q. And what was his reaction to

1 that, if any?

2 A. His reaction was, knowing where
3 I was coming, that I was going to ask for
4 a reduction on that basis and he said, you know, the
5 engineer hasn't been there in a long time and how
6 could he confirm that.

7 Again, he spoke to me about the
8 solar. I told him that, you know, the solar
9 roofing -- I had been dealing with a company on
10 another property for two years and nothing -- it
11 hadn't gone anywhere. Actually, to date, it still
12 hasn't gone anywhere. So, it's been, I think, four
13 years, in a hole.

14 So I said to him I'm familiar with
15 the solar process and although -- you know, if it
16 happened it would be a great resolve, it's not
17 something that you know if it is going to happen or
18 not, it's not a for sure thing.

19 I told him again that we would need
20 to do another report -- or no, sorry, if he wanted
21 to do another report at his cost, to confirm the
22 cost, you know, that was available to him but as far
23 as we're concerned, we were -- we were taking the
24 1.5 million as a best estimate and a cost that we
25 were prepared to move forward with.

1 MR. MacRAE: I wonder,
2 Mr. Commissioner, I don't have an objection but if
3 I could get a clarification, I'm not clear as to the
4 date that this meeting occurred with Mr. Nazarian
5 and I would ask if my friend could help us with
6 that.

7 THE COMMISSIONER: Sure. Mr Wallace.
8 Yes.

9 BY MR. WALLACE:

10 Q. Sure. Why don't we start out
11 with the -- the first date that we know of is 21st
12 of November.

13 A. Yes.

14 Q. That is the date that you came
15 into possession of the M.R. Wright report.

16 A. Correct.

17 Q. Okay. And my understanding is
18 once you got that -- at some point after that --
19 well, first of all, you said you would have reviewed
20 the report within a week.

21 A. Right.

22 Q. After the review then you went
23 to Levon's office to review -- or to attempt to
24 review the other engineering report that he
25 referenced.

1 A. Correct.

2 Q. How long after the review with
3 Ron McCowan of the M.R. Wright report would that
4 have taken?

5 A. I'm going to say all of that
6 happened within a month, within a month's time, and
7 again, for me to remember those details would be
8 very difficult, the exact timeframe.

9 Q. Okay. Is the order correct,
10 that is that you get the report?

11 A. Yes.

12 Q. You review the report?

13 A. Yes.

14 Q. You go and visit Levon at his
15 office?

16 A. Yes.

17 Q. You make some inquiries of the
18 bank --

19 A. Yes.

20 Q. -- concerning whether or not
21 they've got reports?

22 A. Correct.

23 Q. Then you have Mr. McCowan
24 calling Bob Wood.

25 A. Correct.

1 Q. What we'd like to know is, using
2 21st of November as the starting date, what is your
3 best estimate as to when that phone conversation
4 took place as between Mr. McCowan and Bob Wood?

5 A. I'm going to say some time in
6 December, mid-December.

7 Q. Now, there was a -- if we look
8 at Exhibit No. 5179, and that's tab 28 of volume 2.
9 And this is correspondence between Mr. Nazarian's
10 lawyer from the Harris Sheaffer firm, a fellow by
11 the name of Ari Katz?

12 A. Yes.

13 Q. And you are familiar with Allen
14 Weinberg?

15 A. Yes.

16 Q. And he is Mr. McCowan's lawyer?

17 A. Correct.

18 Q. And it says:

19 "This will confirm that we
20 have agreed on behalf of our
21 respective clients to amend the
22 agreement of purchase and sale
23 dated October 14, 2011 between
24 the Vendor and the Purchaser ...
25 with respect to the above noted

1 matter as follows:

2 1. The completion date set
3 out in paragraph 2 ... is
4 amended to December 2, 2011 ..."

5 You will recall that the original
6 agreement had a closing date of November 30th, 2011?

7 A. Correct.

8 Q. And this was extending it for
9 a few more days. We know that the deal did not
10 close on 2nd of December.

11 A. Right.

12 Q. Is the conversation with
13 Mr. McCowan and Mr. Wood, would it be before or
14 after the original closing date as amended, so now
15 after 2nd of December?

16 A. Again, it's really hard to say.
17 I mean, I want to say that it would happen before
18 December 2nd. However, although the lawyers wrote
19 about this date, this -- I think the next day after
20 this letter was written, the situation changed
21 again, so -- with regards to the closing date. So,
22 you know, for me, I mean, it's really -- I can only
23 say some time in December to be sure.

24 Q. Okay. If we look at Exhibit No.
25 5187 -- Exhibit No. 5184 actually. I can't read my

1 own writing. Okay. This is another Agreement of
2 Purchase and Sale. This one is dated 21st of
3 December, 2011. And do you recognize this?

4 A. Yes.

5 Q. And if we just go to --
6 Ms. Kuka, if you could go in about four pages.
7 Schedule A please. There you are.

8 Okay. You see the writing --
9 handwriting at the bottom?

10 A. Yes.

11 Q. Is that your writing?

12 A. That is my handwriting, yes.

13 Q. Okay. So -- and the reason I'm
14 showing you this is to try and assist you in
15 identifying that -- the dates of these meetings.

16 This document dated 21st of December
17 2011, it's an Agreement of Purchase and Sale again
18 for the Algo Centre Mall. Where did this come from?
19 How did this come into existence?

20 A. This was a result of my
21 negotiating a reduction in the purchase price --

22 Q. Okay.

23 A. -- with Levon. This was the
24 agreement that was drafted after semi-accepted terms
25 came about. The phone call with Mr. Wood would have

1 definitely happened before this agreement.

2 Q. Okay, that's --

3 A. That I can say.

4 Q. That's my point that -- is this
5 the first document that would reflect the
6 negotiation process?

7 A. Yes.

8 Q. As far as you know?

9 A. Yes, yes this would -- correct.

10 Q. And the negotiation process was,
11 as you've told us, as a consequence of the
12 conversation between Mr. McCowan and Mr. Wood.

13 A. Correct.

14 Q. Okay.

15 THE COMMISSIONER: Mr. Wallace, we
16 would normally break at this point and I'm just
17 mindful of Mr. MacRae's engagement in the Provincial
18 Court.

19 Is this an appropriate time for you,
20 Mr. MacRae?

21 MR. MacRAE: It would be excellent,
22 Mr. Commissioner, and I'll attend and return as soon
23 as I'm done.

24 THE COMMISSIONER: Okay with you,
25 Mr. Wallace?

1 MR. WALLACE: I'm fine.

2 THE COMMISSIONER: We'll break until
3 Mr. MacRae's return.

4 MR. MacRAE: Thank you very much.

5 --- RECESS AT 10:30 A.M.

6 --- RESUMED AT 11:09 A.M.

7 MR. WALLACE: Thank you,
8 Mr. Commissioner.

9 BY MR. WALLACE:

10 Q. If we could return to Exhibit
11 No. 5184. Thank you. The original purpose I had in
12 showing you this document was to try and assist you
13 in establishing a timeframe for the call to
14 Mr. Wood --

15 A. Right.

16 Q. -- with Mr. McCowan.

17 A. Right.

18 Q. And so we know that you got the
19 early disclosure on 21st of November.

20 A. Yes.

21 Q. And we know that this document
22 here, the Agreement of Purchase and Sale on 21st of
23 December was a consequence of that phone call.

24 A. Correct.

25 Q. And what I'd like to know from

1 you, if you could give us your best estimate as to
2 the time of the call, in relation to this document?

3 A. I'm still going to say, you
4 know, mid-December, maybe a week before this
5 document took place. It didn't take much to get to
6 this point of this document. There was some other
7 issues on the seller's side of things.

8 Q. Such as?

9 A. They were not able to discharge
10 the mortgage that they had on the property. I don't
11 know what exactly took place with the financing or
12 with RBC, who had the first mortgage. However,
13 there was certain provisions for a penalty which
14 the -- Levon had told me wouldn't be -- they
15 wouldn't be able to pay for this, and therefore,
16 they wouldn't be allowed to be discharged from the
17 financing, and they didn't want to continue to
18 guarantee the financing, if they were going to sell
19 it.

20 So, when -- basically when I asked
21 for the reduction of the purchase price -- and
22 I don't know if I'm getting ahead of you, if you
23 want me just to continue or ...

24 Q. No. You've established the call
25 to Mr. Wood, the consequence of that is it changed

1 the approach that was going to be taken to the deal.

2 A. Correct.

3 Q. From your client's point view.

4 A. Correct.

5 Q. As a result of that, this
6 document was prepared and the person who prepared it
7 was who?

8 A. Levon prepared it.

9 Q. Okay. So, presumably there had
10 been some discussions as between you and he, that
11 led to the preparation of this document.

12 A. Yes.

13 Q. Okay. And because we know that
14 the original deal had been set to close on
15 30th November, then it was extended to 2nd December.

16 A. Correct.

17 Q. And there was nothing further
18 done; correct?

19 A. Right.

20 Q. So that deal, as it was
21 structured was dead; correct?

22 A. Correct.

23 Q. This was a new deal hoping to
24 move forward?

25 A. Right.

1 Q. Okay.

2 A. And there was a mutual release
3 sent. They didn't sign it but verbally agreed to --
4 that the deal was dead and that we would have to --

5 Q. The original one?

6 A. The original deal was dead and
7 that we would proceed with a new form of offer.

8 Q. As a result of that, Levon
9 prepared this document, Exhibit No. 5184 --

10 A. Correct.

11 Q. -- and sent it to you?

12 A. Correct.

13 Q. And presumably so you could
14 present it to your client?

15 A. That's right.

16 Q. Now, we can see that first of
17 all, the purchase price stays the same; it's still
18 \$5,700,000?

19 A. Yes.

20 Q. Now, you've also told us in the
21 course of your evidence this morning, that the
22 handwriting contained on the document is yours.

23 A. Correct.

24 Q. Now, if we go to Schedule A
25 which is about the fifth page in. Yes, okay. The

1 first, in Schedule A at paragraph 3, there's going
2 to be a credit given to the buyer in the amount of
3 \$185,000.

4 A. Correct.

5 Q. When you got the document from
6 Levon --

7 A. Right.

8 Q. -- you would have presented it
9 to Mr. McCowan.

10 A. Correct.

11 Q. And what was his reaction to the
12 document as prepared by Levon because it appears
13 that what it did is it kept the original purchase
14 price, but it gave Mr. McCowan a credit of \$185,000?
15 Everything else essentially stayed the same.

16 A. Correct.

17 Q. So what was his reaction to
18 that?

19 A. Ron was -- had instructions or
20 had given me instructions that he wanted at minimal
21 a million dollar price reduction and that's what
22 I went to negotiate with Levon. Throughout our
23 discussions Levon asked, courtesy of his father,
24 that we don't deal with it for the roof, that there
25 is a way that we can come to the same price

1 reductions through a series of other matters, so,
2 what this offer --

3 Q. I'm sorry, I'm sorry. Would you
4 just elaborate on the point you just made there,
5 that is about the roof?

6 A. So, when I was negotiating with
7 Levon, I was negotiating for a million dollars
8 solely based on the roof. There was issues with the
9 tenants not wanting to renew, based on the roof.
10 There was obviously the repairs that we had heard
11 from the engineer, so the million dollars was my
12 first negotiation for a price reduction, a million
13 dollars for the roof repairs.

14 So he said to me, "We can probably
15 work out the million dollars" -- sorry, he took it
16 back to Bob, came back to me the next day, "We can
17 most likely work out the million dollars, we just
18 don't want to deal with it as a set off to the roof
19 cost. We want to deal with it in other ways and see
20 if we can get to the same amount."

21 I took that back to Ron. Ron didn't
22 really care how we were going to get to the price
23 reduction, as long as we got to the same price
24 reduction. Ron was aware that they'd purchased the
25 property for 6.2 in 2005 so he knew he was getting

1 a deal and enough money to fix the roof now,
2 hopefully, so agreed to move forward -- sorry, go
3 ahead.

4 Q. This conversation that you've
5 mentioned with Levon --

6 A. Yes.

7 Q. -- where you're saying, "We're
8 looking for a million dollars referable to the
9 roof"; correct?

10 A. Right.

11 Q. Did that take place before the
12 creation of this document?

13 A. This document was created based
14 on this conversation.

15 Q. I see.

16 A. You got it. So ...

17 Q. I see. Was there a reason cited
18 about saying why -- I guess my question is this:
19 What difference did it make to the Nazarians, if
20 they were prepared to negotiate down the bottom line
21 cost --

22 A. Right.

23 Q. -- why did they -- why was it
24 expressed to you that they didn't want to say
25 "roof"?

1 A. They were aware at that time
2 that I had taken it to the bank, with the report,
3 and had asked questions. They tried to tell me that
4 it was against my confidentiality clause. I told
5 them that, in fact, the bank is someone who has
6 dealings with the property and wasn't within -- or
7 was within the people I was allowed to speak with,
8 with regard to the deal, so they basically said they
9 don't want to deal with the roof any longer because
10 they were worried of what I might go to the bank
11 with, and that they wanted to keep everything
12 confidential with regards to the roof now, and
13 didn't trust me any longer with that information.

14 Q. And so did the word "roof"
15 appear as the justification or the reason for the
16 reductions in the written documents that were
17 presented?

18 A. No, no. And again, they were
19 drafted and presented first by Levon.

20 Q. Uh-hmm.

21 A. And purposely done so, so that
22 they would not include the roof. That was my
23 understanding, it was -- Bob would not deal with
24 this if it contained anything about the roof.

25 Q. Now, so we can see that their

1 initial negotiating position is \$185,000?

2 A. Correct.

3 Q. So you come back with what?

4 A. The \$185,000 was --

5 Q. I'm sorry, what I mean is, what
6 is your, then, your response to this offer?

7 A. Right. That it wasn't enough,
8 185,000. We were asking for a million. They're
9 asking for 185,000 -- or providing for 185,000. It
10 wasn't enough. We were way too far apart and that,
11 you know, we're not going to move forward unless we
12 can get closer.

13 Q. So, what are you hoping to have
14 them agree to to get you closer to that million
15 dollars? I missed one thing here that was in the
16 original document prepared by Levon and that's
17 paragraph 15.

18 It's on the last page of the exhibit,
19 Ms. Kuka.

20 Yes, if you see paragraph 15, it
21 says:

22 "The Seller and Buyer
23 acknowledge that the Property
24 has been re-assessed in
25 accordance with MPAC Minutes of

1 Settlement and acknowledge and
2 agree that any rebate, shall be
3 to the benefit of the Buyer
4 after closing."

5 A. Right.

6 Q. So in addition to the 185, Levon
7 has put on the table the fact that Mr. McCowan was
8 going to be on the receiving end of the tax rebate?

9 A. Correct.

10 Q. And what was your understanding,
11 ballpark figure that was going to be?

12 A. \$315,000.

13 Q. And then I see there is
14 handwriting back at Schedule A, at the bottom of the
15 page. That's a few pages in.

16 MS. KUKA: This one?

17 MR. WALLACE: Yes, thank you.

18 BY MR. WALLACE:

19 Q. I gather this is your
20 handwriting?

21 A. Yes, that's correct.

22 Q. And it states here that:

23 "The Seller and Buyer agree
24 that adjustments in the
25 Statement of Adjustments shall

1 be as of November 30, 2011, that
2 the Buyer shall be responsible
3 for taxes and utilities from and
4 after said date, and shall be
5 entitled to rents from and after
6 said date."

7 So what's the effect of this?

8 A. So, basically that I was asking
9 for originally a million dollars. I said to Levon
10 at the time, I would not even bring to Ron's
11 attention unless it was 500,000 so that's what he
12 did. He basically made the 500,000. I took the
13 offer to Ron. I went through it with him. Ron
14 said, "We are still too far apart", you know, "There
15 is a lot of money for me to have to spend upfront."
16 There were some issues with the financing. Again,
17 Ron didn't know what was going to happen there, if
18 he would have to pay this penalty in order to
19 facilitate the deal. There was extra legal costs --

20
21 Q. Can I ask you to talk a little
22 slower, please.

23 A. I am sorry. There was extra
24 legal costs that were being incurred throughout this
25 negotiating process so since the adjustments were

1 already completed, based on the original closing
2 date by the lawyers, my negotiating -- negotiation
3 back to them was to keep the adjustment period at
4 the same time which would result in a net in --
5 sorry, a net income on Ron's side of another
6 \$200,000, again, working towards this million dollar
7 price reduction or adjustments so that's -- that's
8 what that provided for, was basically through rental
9 income an additional 200,000.

10 Q. It also had a corresponding
11 obligation on his part to pay taxes and utilities,
12 so it wasn't as if he was just simply getting the
13 rents, he had to pay the taxes and utilities?

14 A. That's correct. And --

15 Q. Was it your understanding that
16 the difference between the income, less taxes and
17 utilities was 200,000?

18 A. Correct.

19 Q. Okay. And where did you get
20 that figure from?

21 A. Based on the rent roll and the
22 leases that we had reviewed.

23 Q. Uh-hmm.

24 A. And the income -- sorry, and the
25 expenses that were provided to us through our due

1 diligence.

2 Q. And there are two other
3 handwritten clauses there. One is two more pages
4 into the document, please. Yes. At the bottom
5 here:

6 "On closing the Seller agrees
7 to transfer by electronic fund
8 transfer the full amount of the
9 Charge registered as instrument
10 No. ... including any discharge
11 or prepayment penalty in
12 connection therewith to its
13 Solicitor to be held in trust
14 until the Charge is discharged
15 or assigned (sic)."

16 THE COMMISSIONER: "Assumed".

17 THE WITNESS: "Assumed", yes.

18 BY MR. WALLACE:

19 Q. Okay, yeah. If we turn the
20 page, to the bottom, thank you. It says:

21 "The Seller will send its
22 solicitor an irrevocable letter
23 of direction to release the
24 funds being held in trust in the
25 full amount of the Charge

1 registered as instrument No. ...
2 including any discharge or
3 prepayment penalty in connection
4 therewith, to the Buyer's
5 Solicitor Allen Weinberg and the
6 Buyer will assume the said
7 charge."

8 So, what's the effect of these two
9 clauses? They could have different effects;
10 correct?

11 A. They do have different effects.
12 It is based on what the bank's decision would be
13 with regards to the financing, if -- if they would
14 even allow them to discharge the first mortgage. If
15 they were looking for them to pay the penalty, and
16 there was some additional funds that were required
17 over and above the -- what was coming out of the
18 purchase price is what I understood, that the
19 Nazarians did not have and the bank would require.

20 Q. I think if we look at the
21 cumulative effect of the two is, if Mr. McCowan
22 assumes the mortgage or it's assigned to him, then
23 he gets a credit for the amount of the penalty.

24 A. That's correct.

25 Q. And if there is no assignment of

1 the mortgage and they simply pay it off and pay the
2 penalty, then it's a wash.

3 A. Correct.

4 Q. So, this adjustment on the
5 purchase price was contingent on Mr. McCowan
6 assuming the mortgage.

7 A. Correct.

8 Q. Now, I see it's only signed by
9 Mr. McCowan. Was this offer transmitted to Levon?

10 A. Yes, it was.

11 Q. And what was the response to
12 that?

13 A. That --

14 Q. Was it agreed to?

15 A. It was not agreed to. Bob did
16 not agree to -- I believe his initial comment was
17 with regards to the rents. They had already spent
18 some of the money from the rents and were not able
19 to provide for that, was the initial response that
20 I received.

21 Q. And the deal never closed and
22 that was the end of it; is that correct?

23 A. That is correct. There was
24 a few more conversations. This offer though was at
25 an end.

1 Q. And a deal was never ultimately
2 struck between Mr. McCowan and Mr. Nazarian?

3 A. No, Levon came back with -- the
4 bank agreed for Ron to assume the financing. Levon
5 came back and said that he would put the penalty as
6 a reduction of the purchase price. He came back
7 with a verbal offer of 5.1 million if Ron assumes
8 the financing, including all of the other
9 adjustments. Ron said, you know, "I'll agree. Put
10 it in an offer."

11 At this point Ron was very --
12 I wouldn't even say frustrated, just not bothered
13 with the whole situation any more. He had been in
14 a previous situation where they didn't keep their
15 word. He was feeling the same thing was happening
16 again so, you know, telling me not to put too much
17 time into it any more.

18 I received an offer from Levon,
19 another offer with the 5.1. I asked him to get Bob
20 to sign it first because I wasn't going to waste
21 Ron's time and bring him another offer that wasn't
22 signed. Bob never signed it so we never moved
23 forward with the deal.

24 Q. And that was the end?

25 A. That was the end.

1 Q. Okay.

2 A. Correct.

3 MR. WALLACE: Okay, Ms. Sherrard.

4 Other counsel here may have some questions for you
5 if you just remain there, please.

6 THE WITNESS: Thank you.

7 MR. TITLE: I understand Mr. MacRae
8 will be asking questions.

9 THE COMMISSIONER: One or the other.
10 Mr. MacRae.

11 MR. MacRAE: Sure.

12 CROSS-EXAMINATION BY MR. MACRAE:

13 Q. Good morning. It is
14 Ms. Sherrard, right?

15 A. Yes.

16 Q. My name is Rob MacRae and
17 I represent Bob Wood. And as I recall, you were
18 here when Mr. McCowan provided his testimony
19 previously; is that correct?

20 A. Yes, I was.

21 Q. You've been a broker, my
22 understanding is approximately 4 years?

23 A. Yes.

24 Q. Or a broker of record?

25 A. Correct.

1 Q. What is the distinction between
2 a broker and a broker of record?

3 A. The broker of record keeps all
4 the financial records and documents together as per
5 the requirements, RECO requirements.

6 Q. So, could a broker work for
7 a broker of record?

8 A. Yes, absolutely.

9 Q. But if you are a broker of
10 record I understand your answer to mean that you are
11 the one who is responsible for that real estate
12 brokerage; is that correct?

13 A. That's correct.

14 Q. And do you have any brokers
15 working for you?

16 A. No.

17 Q. Do you have any sales
18 representatives, I believe is the legal term; is
19 that correct?

20 A. Yes, that's correct. I don't
21 have any working for me, no.

22 Q. Now, are you aware of
23 requirements to disclose as a broker or as a sales
24 agent, if you are offering for sale or participating
25 in the sale of a property in which your direct

1 family member, Levon, Bob Nazarian, has an interest
2 in the property? My understanding is there is
3 a requirement to disclose that.

4 A. Correct.

5 Q. And am I correct that there is
6 an actual requirement to disclose that in writing?

7 A. That's correct.

8 Q. And have that acknowledged by
9 the vendor -- by the purchaser, rather?

10 A. Correct.

11 Q. Were you ever provided with that
12 notification from Levon during any of the dealings
13 when you were dealing with Mr. Levon Nazarian as
14 a broker?

15 A. No, I was not. I had actually
16 originally told Levon that we would deal with
17 commissions if we had a deal. My first
18 conversations with him were through Tom and already
19 a bit of a confusing situation, so I didn't want to
20 deal with any commissions or anything like that
21 until such time as we knew we had a deal. That was,
22 at my request, but he had made me aware that he was
23 the son of Bob.

24 Q. But he hadn't provided you, you
25 would agree with me --

1 A. No, did he not.

2 Q. -- he didn't provide you with --
3 and you weren't asked then to have that signed by
4 Mr. McCowan, I assume, if you weren't provided with
5 it?

6 A. Correct, correct.

7 Q. Now, I was going to move into
8 that later but since we are talking about it now,
9 the discussions that you had with Levon, with
10 respect to commission.

11 A. Yes.

12 Q. My understanding is that the
13 term is "co-broking" in the event that there is two
14 brokers of record or their representatives dealing
15 with the property; is that correct?

16 A. Correct.

17 Q. And did Mr. Levon Nazarian have
18 any discussions with you about co-broking this
19 transaction?

20 A. Yes.

21 Q. All right. And what is your
22 recollection of those conversations with respect to
23 what Mr. Levon Nazarian would be receiving as
24 a commission on this sale?

25 A. He was receiving \$125,000, and

1 basically would provide the same -- so we would
2 split it -- we would share an even portion of
3 \$250,000.

4 Q. And then would you, in turn, be
5 required to provide any of that commission to
6 Mr. McCowan?

7 A. No.

8 Q. All right. So that would be
9 your income from this transaction?

10 A. Correct.

11 Q. And we've heard that there were
12 a number of transactions that were contemplated,
13 none of them were completed.

14 A. Correct.

15 Q. What was your understanding with
16 respect to the commission that would be payable to
17 Mr. Levon Nazarian? You've indicated \$125,000. Was
18 it your understanding that that would be the same on
19 all of the deals or were there any discussions to
20 change that during the course of all of your
21 discussions with Mr. Nazarian?

22 A. From the initial offer in
23 October --

24 Q. Yes.

25 A. -- that was the understanding,

1 that every deal from October moving forward, that
2 that is what would be paid. There was talks on the
3 final verbal offer of 5.1 million that we may have
4 to reduce the commissions in order to facilitate it
5 but it didn't go anywhere so it was just, again,
6 part of that conversation.

7 Q. When you say that "We may have
8 to", am I correct in my understanding that you and
9 Levon, in order to complete the deal you may be
10 asked at some point in time to reduce your
11 commission to make it work but that wasn't
12 finalized?

13 A. Right. It was more of
14 a recommendation from Levon to me that, you know,
15 this is -- "We may have to do in order to get my dad
16 on side."

17 Q. I see. Thank you. Now, with
18 respect to the questions that you asked Mr. Levon
19 Nazarian --

20 A. Yes.

21 Q. -- and am I correct that with
22 respect to the offer, the discussion that you had
23 with Levon regarding the subsequent report, you
24 testified that you went to his office, and it would
25 appear to be some time in November of 2011?

1 A. November, December, early
2 December, somewhere around there, yes.

3 Q. And at that point in time did
4 you speak only with Mr. Levon Nazarian or was Mr.
5 Bob Nazarian involved in the conversation as well?

6 A. I only spoke with Levon. He was
7 on the phone with Bob at times while I was there.

8 Q. But you had no direct
9 conversation with Mr. Bob Nazarian?

10 A. No.

11 Q. And at that point in time your
12 evidence was that Levon showed you a report that you
13 understood to possibly be an engineering report or
14 looked like an engineering report?

15 A. Yes.

16 Q. But did Mr. Levon Nazarian
17 provide you with the opportunity to review the
18 report completely?

19 A. No. Only that page of the
20 report.

21 Q. And did Mr. Levon Nazarian tell
22 you at that time that -- did he disclose to you
23 rather, that there had been a lien placed on the
24 property some time within the past 18 months?

25 A. No, I was never aware of a lien

1 on the property.

2 Q. Did Mr. Levon Nazarian tell you
3 at that time, in late November or early December
4 when you had the meeting, that there was
5 a possibility of a lien being placed on the property
6 again?

7 A. No.

8 Q. Now, we've heard a lot of
9 evidence over the course of this hearing, and one of
10 the pieces of evidence is with respect to a Notice
11 of Violation. I won't take you there but it was
12 dated October 24th of 2006.

13 Did Mr. Levon Nazarian indicate to
14 you that there had been a Notice of Violation issued
15 against the property while it was owned by
16 Eastwood Mall in October of 2006?

17 A. No.

18 Q. Were you ever formally provided
19 with a written list of what was being disclosed to
20 you by Mr. Levon Nazarian on behalf of Eastwood?

21 A. Yes, I was. It was a cover
22 letter.

23 Q. And are you aware of when you
24 received that?

25 A. It was November 21st or 24th.

1 Q. And that's the covering letter
2 that you saw --

3 A. We saw today. Correct.

4 Q. And you also gave evidence that
5 you obtained a number for Mr. Wood and you provided
6 that number to Mr. McCowan in order to call
7 Mr. Wood?

8 A. Correct.

9 Q. And that you were in his office
10 at that time?

11 A. Yes.

12 Q. And that subsequent to that
13 conversation, Mr. McCowan requested that you attempt
14 to obtain a \$1 million reduction in the price.

15 A. Correct.

16 Q. And that \$1 million was for the
17 specific purpose of repairing the roof; am
18 I correct?

19 A. Correct.

20 Q. That's what you were told?

21 A. Yes.

22 Q. Now, after you had the meeting,
23 if I can -- I'm jumping around a bit, but the reason
24 is I'd like to have some information so that I can
25 proceed through the questioning.

1 At the time that you had the meeting
2 with Levon Nazarian in Mr. Nazarian's office, you
3 talked about going back and reporting to
4 Mr. McCowan, being somewhat frustrated that you'd
5 put all the effort into that meeting, and you hadn't
6 received the report; correct?

7 A. Correct.

8 Q. At that point in time did
9 Mr. McCowan instruct you to make a formal request of
10 Levon Nazarian with respect to that report?

11 A. I don't -- he asked me to
12 request a new report be made. If they weren't
13 willing to share that report then a new report be
14 made at their cost.

15 Q. And your evidence is that that
16 was refused by Mr. Levon Nazarian?

17 A. Correct.

18 Q. And that may have been as
19 a result of a discussion with his father, but just
20 for clarification, you were never involved in
21 a direct discussion with Mr. Bob Nazarian regarding
22 an additional report; is that correct?

23 A. That's correct.

24 Q. Now, with respect to the reports
25 I had asked you about the Notice of Violation, did

1 Mr. Levon Nazarian make you aware of any
2 environmental -- Phase One environmental reports
3 that may have been completed during the period of
4 time that Eastwood Mall owned the mall?

5 A. Yes.

6 Q. And were you provided with
7 copies of those?

8 A. Yes.

9 Q. And my last question is: You
10 were able to listen to the evidence today with
11 respect to Ms. Bear and my question is: Did you
12 watch Ms. Bear testify previously?

13 A. Little, minor parts of it, but
14 no, I didn't see her whole testimony.

15 Q. All right. Did either
16 Levon Nazarian directly or Mr. Bob Nazarian directly
17 ever make you aware that there had been a report of
18 concrete falling from the underside of the core
19 slabs -- or the underside of the soffit, rather, of
20 the parking deck, at the mall?

21 A. Never.

22 MR. MacRAE: Thank you very much.
23 Those are my questions.

24 THE WITNESS: Thank you.

25 MR. MacRAE: Thank you,

1 Mr. Commissioner.

2 THE COMMISSIONER: Mr. Elliott.

3 CROSS-EXAMINATION BY MR. ELLIOTT:

4 Q. Good morning, Ms. Sherrard,

5 we've met but for the purposes this morning,

6 formally, my name is Douglas Elliott, and

7 I represent the Elliott Lake Mall Action Committee,

8 a community based group that has standing at this

9 Inquiry.

10 You indicated that it was thought

11 that the mall would be a good deal if there was

12 a million dollar reduction. Was that based on the

13 income that the mall was producing or what was the

14 basis of the conclusion that it would be a good deal

15 if there was a million dollar reduction?

16 A. It is based on the income. It

17 also is based on what the leasing staff had been

18 able to provide in the background, that there -- you

19 know, they were looking at leasing and expanding

20 some of the existing tenants once Ron took over the

21 deal or, you know, purchased the mall.

22 There would be some -- basically some

23 changes within the asset that not only would make it

24 more accretive but also he would have the money then

25 to complete the repairs.

1 Q. When you say "leasing staff" you
2 mean Mr. McCowan's leasing staff?

3 A. Mr. McCowan's leasing staff.

4 Q. I see. So the plan was to make
5 a significant investment to upgrade the mall --

6 A. Yes.

7 Q. -- and then attract new tenants;
8 is that it?

9 A. That's correct.

10 Q. And then the mall would be
11 a more lucrative property at that point?

12 A. That's correct.

13 Q. All right.

14 A. I believe there was also a deal
15 for him to purchase a piece of land next door
16 between the mall and the City property --

17 Q. Right.

18 A. -- as well.

19 Q. So, this was the plan to
20 potentially create a new parking lot to try and
21 close off the roof?

22 A. That's correct.

23 Q. So you were aware of that
24 possibility?

25 A. Yes, I am. That was part of the

1 negotiations actually. It was -- the reason why
2 I think Ron didn't ask for the full million and five
3 and only asked for the million is because he became
4 aware that that was an option.

5 Q. And that was viewed by him and
6 by you as a realistic option to seal the roof and to
7 open a new parking lot behind the City Hall?

8 A. You got it. You got it.

9 Q. And had you, in connection with
10 any of these deals got to the point where you were
11 receiving, I understand you had some information
12 from tenants but did you ever get to the point where
13 you were receiving estoppel certificates from any of
14 the tenants?

15 A. Yes, we did. We received
16 a number of estoppels from the main tenants, so
17 anyone, I think over 10,000 square feet, we -- we
18 didn't receive all that we were expecting to
19 receive. However, we did get the majority: Zellers,
20 Dollarama, I think Bargain Shop were the ones I'm
21 most familiar with, and in the estoppels all of them
22 named something about the leaking, the roof and
23 certain complaints that they had.

24 Q. And was that unusual for you in
25 a mall purchase to see that number of estoppel

1 certificates with complaints about a leaking roof?

2 A. With the same complaint, yes,
3 it's unusual. With a complaint always, you know,
4 there is always a few tenants that like to throw
5 something in there before they're done but there was
6 actually one of the estoppels, I can't remember
7 which, had asked that it was going to set off rent
8 if something wasn't done. Another estoppel said
9 that it wasn't going to renew. So these were big
10 contingencies on the income that was coming in or
11 big factors weighing on, you know, what we would
12 provide for that so ...

13 Q. And if I understand your
14 evidence, you are suggesting that based on your
15 experience that a tenant -- that the situation must
16 have been allowed to drag on for some time if the
17 tenant was reaching the point where they were
18 threatening that kind of action in an estoppel
19 certificate?

20 A. Correct.

21 Q. And would you say that the level
22 of disclosure that you received from the Nazarians
23 based on other deals that you had, was it
24 particularly good, was it typical, or was there
25 a lack of disclosure compared to other transactions

1 that you'd been involved in?

2 A. There -- overall, there was
3 a lot of requests made for missing documents. There
4 was a lot of requests made for confirmations. Did
5 I eventually get the majority of them? Yes.

6 So the initial offering of
7 information was much less than I would have had in
8 another deal. Supporting documents to the rent roll
9 that didn't match, there was a lot more
10 confirmations required for basic income than any
11 other deal that I've ever dealt with, to be honest
12 with you, and the dates of the reports, I'm going to
13 say were outdated, compared to what I would normally
14 receive. Again, between one to three years max.

15 Q. So you had to fight to get
16 disclosure?

17 A. Yes.

18 Q. And the disclosure you got was
19 sometimes not what you really ought to have
20 received; is that fair?

21 A. That's correct.

22 Q. Were you aware that other offers
23 had been made on the mall?

24 A. No.

25 Q. Only through the Inquiry?

1 A. Only through the Inquiry.

2 Q. Did you follow the evidence of
3 Mr. Bob Nazarian at all?

4 A. A few things that I saw on City
5 TV, but otherwise, no.

6 Q. All right. Mr. Nazarian said
7 that in his evidence he characterized Mr. McCowan as
8 not a serious buyer, that he didn't consider that
9 these offers were really ever intended to be
10 completed. He pointed out, for example, that the
11 first offer having, as part of the deal, a mortgage
12 as opposed to cash.

13 In your view, was Mr. McCowan serious
14 about purchasing the Algo Centre Mall from
15 Mr. Nazarian or was he just floating trial balloons?

16 A. In dealing with Mr. McCowan for
17 many years now, he doesn't do -- perform due
18 diligence on a deal to that regard, if he's not
19 going to purchase it. He purchases deals in 30 days
20 sometimes, if he feels that that's, you know, a deal
21 that he's going to do. He's very quick at making
22 a decision and would not waste anyone's time for
23 that matter out of respect going through an offer
24 and due diligence process, if he wasn't prepared to
25 buy the property as the end result.

1 Q. So he was a serious buyer?

2 A. Serious buyer.

3 Q. And he had realistic plans about
4 how to finance the purchase of the mall?

5 A. You got it.

6 Q. And how to renovate it?

7 A. Yes.

8 Q. And how to make it economically
9 viable by cleaning up the mall and attracting new
10 tenants; is that right?

11 A. That's correct.

12 MR. ELLIOTT: Thank you very much,
13 Ms. Sherrard. Those are my questions.

14 MR. MacRAE: Mr. Commissioner,
15 I wonder if I might address the Commission.

16 There is one question that I didn't
17 ask. It is not adverse in interest with
18 Ms. Sherrard but I had intended to ask it, and
19 I forgot to. I wonder if I might be permitted to
20 ask that question.

21 THE COMMISSIONER: Go ahead.

22 MR. MacRAE: Thank you.

23 CONTINUED CROSS-EXAMINATION

24 BY MR. MacRAE:

25 Q. Thank you. If I could please

1 bring up, Ms. Kuka, Exhibit No. 727.

2 What we're bringing up now,
3 Ms. Sherrard, is a tender document, plans and tender
4 document. The cover page if you can read it -- if
5 you could blow that up just a bit please, Ms. Kuka,
6 so it's clear -- it is dated August of 2011 and it
7 is clearly prepared for the Eastwood Mall Inc. and
8 it is prepared by Read Jones Christoffersen Limited.

9 Did Mr. Levon Nazarian make you aware
10 that this document existed?

11 A. I do not recall this document.

12 Q. It is a 157-page document.

13 A. Then I've never seen this
14 document. I was not aware of this document.

15 Could it be the document that I got
16 to read a summary of, perhaps? But I couldn't
17 confirm that.

18 MR. MacRAE: I wonder then, Ms. Kuka,
19 if you might turn to page -003 of this document.

20 MR. WALLACE: Before we leave that,
21 it might be helpful if Mr. MacRae canvassed
22 Ms. Sherrard with respect to the documents that were
23 disclosed because there might be something there
24 that might be referable to that.

25 MR. MacRAE: Thank you. I'll just --

1 I'll have to get my reading glasses first. If
2 I could ask that that document be brought up. This
3 would be --

4 MR. WALLACE: That would be --

5 MR. MacRAE: Before I leave this --
6 before leave this I can ask the last question and if
7 the Commissioner would permit me if I might turn --
8 if you would please bring up to show the owner and
9 owner's representative.

10 BY MR. MacRAE:

11 Q. This document indicates that the
12 owner's representative is Mr. Levon Nazarian, so my
13 question to you would be: If, in fact, this
14 document -- if Mr. Levon Nazarian was the real
15 estate broker at the same time that he was the
16 owner's representative, do you believe that he would
17 have had a responsibility to disclose that to you
18 under the disclosure obligations of a broker?

19 A. Absolutely.

20 Q. Then, if I might then turn to
21 Exhibit No. 5164 please, Ms. Kuka.

22 A. What page?

23 Q. It would be document page 32.

24 Thank you very much. This is a document that is
25 from LeVön Project Management and my understanding

1 is this is referencing -- the date of the document
2 is December 21st, 2011 and it references disclosure
3 documents. And while the document speaks for itself
4 I would ask you to review that please, Ms. Sherrard
5 and indicate to me just for the purpose of the
6 record, whether you see anything between document 1
7 and 11 that references the Read Jones Christoffersen
8 document that we just reviewed.

9 A. The structural review is not the
10 same document as the one I just saw. The one we
11 just saw said "Rehabilitation to parking garage" and
12 this is a structural review and stamp approval.

13 No, I don't see any.

14 MR. MacRAE: Thank you very much.

15 Thank you very much, sir.

16 THE COMMISSIONER: Mr. Elliott, did
17 anything arise out of that for any further
18 cross-examination?

19 MR. ELLIOT: No.

20 MR. MacRAE: Thank you very much,
21 Mr. Commissioner.

22 CROSS-EXAMINATION BY MR. SHOEMAKER:

23 Q. Good morning, Ms. Sherrard. I'm
24 -- my name is Matthew Shoemaker. I'm one of the
25 representatives for the City of Elliot Lake.

1 I just have a couple of questions
2 about the purchase of the land between the mall and
3 City Hall --

4 A. Yes.

5 Q. -- that you brought up in
6 your -- in response to Mr. Elliott's questions.
7 You'd mentioned that this was part of the deal,
8 I believe?

9 A. It was part of the final
10 negotiations. It was something that Levon actually
11 brought to light through our conversation before
12 that December 21st document was drafted, basically
13 stating that this was something that they had worked
14 out. There was this offer and I remember seeing
15 a piece of paper about it. I think it was \$25 to
16 \$35,000 this property could be purchased for, which
17 would allow, you know, for a parking area so you
18 didn't have to use the parking garage. Because my
19 thoughts to him was that you can't -- you don't even
20 have that parking any more as far as I'm concerned,
21 what -- you know, and he was saying that you could
22 do this in the meantime to get that additional
23 parking.

24 Q. And did he ever advise you that
25 there was -- that the City was not in agreement with

1 him on the price that you suggested, the 25 to
2 30,000?

3 A. No. If I wanted the deal,
4 I could have the deal at that price, is the way he
5 put it.

6 Q. So, am I right to conclude you
7 weren't aware that there was an appraisal done on
8 the property that suggested the price would be in
9 the range of \$55 to \$60,000 for that property?

10 A. No, I never saw an appraisal for
11 the property.

12 Q. And is that information that
13 potentially would be helpful in the furtherance of
14 the real estate transaction?

15 A. Yes, it would have. It think it
16 would have helped decide if it would be viable to
17 purchase that lot or not at that price.

18 MR. SHOEMAKER: I believe those are
19 all my questions. Thank you.

20 THE WITNESS: Thank you.

21 MR. TITLE: I have no questions,
22 Mr. Commissioner.

23 THE COMMISSIONER: Mr. Myles?

24 MR. MYLES: No questions,
25 Mr. Commissioner.

1 THE COMMISSIONER: Ms. Smith?

2 MS. SMITH: No questions for this
3 witness.

4 THE COMMISSIONER: Re-examination.

5 MR. WALLACE: One area.

6 RE-EXAMINATION BY MR. WALLACE:

7 Q. If we could have a look at
8 Exhibit No. 5173. If you could go to page -211
9 please.

10 Mr. MacRae asked you some questions
11 about whether there had been disclosure with respect
12 by Levon Nazarian of his relationship to the buyer.
13 There appears to be in this document in connection
14 with the deal of October 2011. If you see under
15 "Listing Brokerage" there?

16 A. Uh-hmm.

17 Q. And then under "Additional
18 comments" there it says:

19 "The Buyer acknowledges that
20 the Listing Sales
21 Representative, Levon Nazarian,
22 is an immediate relative of the
23 Seller."

24 And further that:

25 "The Listing Brokerage will

1 receive a Sales Commission of 4%
2 from the Seller."

3 Is that the type of disclosure you
4 were talking about with respect to Mr. MacRae?

5 A. No, there is a specific form for
6 that type of disclosure. However, if you -- again,
7 this may suffice. It would be pending
8 an arbitration.

9 So, you know, no, but there is
10 a specific form that you should fill out in addition
11 to that.

12 MR. WALLACE: Okay. Okay, those are
13 my questions. Thank you.

14 THE COMMISSIONER: Thank you very
15 much, Ms. Sherrard. That's all.

16 THE WITNESS: I appreciate that.

17 THE COMMISSIONER: And I think that's
18 the evidence you wish to present, Mr. Wallace?

19 MR. WALLACE: It is, sir, thank you.

20 THE COMMISSIONER: Well, ladies and
21 gentlemen, that completes Phase One of this Inquiry
22 which is now complete.

23 Tomorrow morning -- you can go ahead.
24 You don't have to stay there.

25 THE WITNESS: Thank you.

1 THE COMMISSIONER: Tomorrow morning
2 we commence with Phase Two dealing with the
3 emergency management and response.

4 Next week, of course, I'll be hearing
5 on August 12th, 13th and 14th, your submissions in
6 relation to Phase One. All I wish to say at this
7 point is that throughout the first phase of these
8 hearings I've found that counsel participated in
9 a cooperative and in a professional and dignified
10 manner, and with very few exceptions, potential
11 areas of discord and conflict were easily resolved
12 through intelligent and responsible discussion and
13 compromise, and this collective sense of
14 responsibility surely was useful in achieving the
15 ends of this Commission in relation to part one.

16 For that cooperation and that
17 professionalism, I am truly grateful, and so it's
18 with that feeling that we embark upon Phase Two
19 tomorrow morning. I doubt that that spirit will
20 not -- I don't doubt that that spirit will be the
21 same for Phase Two.

22 I will be making some comments
23 tomorrow morning about the nature of the evidence
24 that we are likely to hear and the delicate nature
25 of that evidence, but I will wait until tomorrow

1 morning when new counsel are present.

2 So, that being said, I thank you all
3 very much and I will see you tomorrow morning, those
4 of you who are staying.

5 MR. TITLE: Greatly appreciate it,
6 sir.

7 THE COMMISSIONER: 9 o'clock tomorrow
8 morning Mr. Registrar.

9 -----

10

11 --- Whereupon at 11:58 a.m. the Inquiry proceedings
12 adjourned to 9:00 a.m. on Wednesday August 7, 2013 ---

13

14

15

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPORTER'S CERTIFICATE

I, LISA M. BARRETT, RPR, CRR, CSR,
Certified Shorthand Reporter certify;

That the foregoing proceedings were
taken before me at the time and place therein set
forth;

That the testimony of the witness
and all objections made at the time of the
examination were recorded stenographically by me
and were thereafter transcribed;

That the foregoing is a true and
correct transcript of my shorthand notes so taken.

Dated this 6th day of August, 2013.

Lisa Barrett

NEESON & ASSOCIATES
COURT REPORTING AND CAPTIONING INC.
PER: LISA BARRETT, RPR, CRR, CSR
CERTIFIED REAL-TIME REPORTER

\$	1	2009 19642:18, 25 19643:7 19646:25 19647:1 19653:20 19657:25	35 19645:25	19720:12
\$1 19702:14,16	1 19642:20 19675:2 19714:6	2011 19607:20 19645:10 19646:3 19648:10 19649:21 19650:23 19651:5 19674:23 19675:4,6 19676:3,17 19688:1 19699:25 19712:6 19714:2 19717:14	4	9th 19646:3
\$1.5 19670:21	1.5 19669:1,7 19671:24	2012 19612:9 19635:7,23 19636:15	4 19653:2 19694:22	A
\$10 19643:2	10,000 19707:17	2013 19720:12	4% 19718:1	a.m. 19606:1 19678:5,6 19720:11,12
\$125,000 19697:25 19698:17	10:30 19678:5	20th 19642:25	5	absolutely 19610:22 19642:14 19668:13 19670:11 19695:8 19713:19
\$185,000 19682:3,14 19686:1,4	11 19714:7	21st 19653:3 19654:18 19655:9 19672:11 19676:2,16 19678:19,22 19701:25 19714:2 19715:12	5 19657:24	accept 19615:4
\$200,000 19689:6	11:09 19678:6	2359 19609:12	5.1 19693:7,19 19699:3	acceptance 19651:10,15
\$25 19715:15	11:58 19720:11	24th 19701:12,25	500 19669:2	accepted 19652:1
\$250,000 19698:3	12 19651:9	25 19716:1	500,000 19669:7 19688:11,12	accommodate 19640:7
\$315,000 19687:12	1233 19645:21	26th 19652:4	5163 19642:19	accordance 19686:25
\$35,000 19715:16	12th 19719:5	28 19674:8	5164 19653:2 19713:21	accretive 19705:24
\$5,700,000 19681:18	13th 19719:5	28th 19653:20	5173 19650:14 19717:8	achieving 19719:14
\$5.5 19648:13	14 19674:23	2nd 19675:10,15, 18 19680:15	5179 19674:8	acknowledge 19686:23 19687:1
\$5.7 19651:1	14th 19650:23 19651:15 19652:1,13 19719:5	3	5184 19675:25 19678:11 19681:9	acknowledged 19696:8
\$500,000 19670:22	15 19686:17,20	30 19682:1	5187 19675:25	acknowledges 19717:19
\$55 19716:9	151 19643:2 19646:11	30,000 19716:2	5188 19675:25 19678:11 19681:9	action 19705:7 19708:18
\$6.1 19647:16	157-page 19712:12	30th 19651:4 19675:6 19680:15	5179 19674:8	actual 19625:1 19626:13 19629:19 19667:7 19696:6
\$60,000 19716:9	16 19650:15	32 19713:23	5th 19648:10	addition 19633:10,11 19662:12 19687:6 19718:10
-	18 19700:24		6	additional 19639:24 19665:7 19666:6 19689:9 19691:16
-003 19712:19	185 19687:6		7	
-198 19650:16,19	185,000 19686:8,9		6 19653:17	
-201 19651:21	2		6.2 19683:25	
-202 19651:7	2 19651:4 19674:8 19675:3, 4		7	
-211 19717:8	200,000 19689:9,17		7 19720:12	
-2676 19609:13	2005 19683:25		727 19712:1	
-32 19653:3	2006 19701:12, 16		9	
-70 19653:19			9 19645:21 19720:7	
			9:00 19606:1	

19715:22 19717:17	agrees 19690:6	approach 19680:1	asset 19705:23	attract 19706:7
address 19607:2 19639:14 19711:15	ahead 19679:22 19684:3 19711:21 19718:23	approval 19653:18 19714:12	assigned 19690:15 19691:22	attracting 19711:9
addressed 19653:4	ahold 19611:17	approximate 19626:18	assignment 19691:25	Aubé 19640:3
adjourned 19720:12	Algo 19643:1 19646:10 19651:1 19665:17 19676:18 19710:14	approximately 19611:10 19640:25 19694:22	assist 19666:7 19676:14 19678:12	August 19712:6 19719:5 19720:12
adjustment 19689:3 19692:4	allegations 19633:7	April 19635:7,23	assume 19691:6 19697:4	authored 19636:13
adjustments 19687:24, 19688:25 19689:7 19693:9	Allen 19674:13 19691:5	arbitration 19718:8	Assumed 19690:16,17	Avenue 19643:2 19646:11
adverse 19711:17	allowed 19660:21, 19664:22 19679:16 19685:7 19708:16	area 19607:5,15 19608:7,14 19620:11 19623:8 19624:3 19625:15,16 19626:2 19629:16,18 19715:17 19717:5	assumes 19691:22 19693:7	aware 19611:11 19616:13,17 19618:7,12 19633:14 19635:21,24 19642:13 19644:23 19646:22 19647:1,4,10 19655:5 19683:24 19685:1 19696:22 19700:25 19701:23 19704:1,17 19706:23 19707:4 19709:22 19712:9,14 19716:7
advise 19715:24	alluding 19648:17	areas 19607:8 19657:6,8 19658:9 19719:11	assuming 19666:20 19692:6	
after-the-fact 19607:7	altered 19652:16	arguing 19621:5	assured 19610:12	
afterward 19620:25	amend 19674:21	argument 19618:14	attempt 19629:7 19672:23 19702:13	
agent 19641:7 19643:11,15 19644:6,11 19695:24	amended 19675:4,14	Ari 19674:11	attempting 19618:24	
agree 19608:3 19628:1 19633:25 19635:12 19686:14 19687:2,23 19692:16 19693:9 19696:25	amount 19670:4 19682:2 19683:20 19690:8,25 19691:23	arise 19714:17	attempts 19612:2	
agreed 19674:20 19681:3 19684:2 19692:14,15 19693:4	annual 19665:6	arrange 19612:9	attend 19618:8,9 19625:10 19639:19 19659:10 19677:22	B
agreement 19642:23 19647:18 19648:9 19650:22 19651:10 19652:15 19674:22 19675:6 19676:1,17,24 19677:1 19678:22 19715:25	answering 19657:1	arranging 19612:20	attendance 19624:10	back 19622:1 19624:23 19625:22 19633:5 19636:13 19643:7 19645:19 19646:25 19647:9 19650:3,6 19654:9 19658:24 19661:25 19662:20 19664:7,11 19683:16,21 19686:3 19687:14 19693:3,5,6 19703:3
agreements 19642:9	answers 19663:22 19664:21	arrive 19620:25	attended 19608:14 19617:24 19618:10 19626:11	background 19705:18
	anyone's 19710:22	arrived 19617:20 19619:9,10 19620:25 19621:11 19623:12,17 19660:11	attending 19635:6	bad 19614:3,24
	apologize 19614:10 19663:24	Ashley 19606:13 19640:12	attention 19611:4 19613:5, 17 19616:23 19653:25 19654:23 19688:11	balloons
	appears 19646:3 19648:23 19682:12 19717:13	asphalt 19660:15		
	appraisal 19716:7,10	assessment 19612:8,10		

19710:15	belief 19609:19 19610:2	break 19639:21, 22,25 19677:16 19678:2	19652:8,23,24 19682:2 19686:22 19687:3,23 19688:2 19691:6 19710:8 19711:1, 2 19717:12,19	causing 19663:2
ballpark 19687:11	believed 19647:15	breaker 19659:25 19660:1	Buyer's 19691:4	ceiling 19617:23 19618:1,2,9 19620:11 19621:3,14,15,18, 19 19622:6,9,25 19624:3 19625:15 19629:16 19630:2,7,11,14 19631:19 19632:10,12 19663:16
bank 19656:1,4 19665:3,5,12 19666:6,9,24 19673:18 19685:2,5,10 19691:19 19693:4	benefit 19617:9 19687:3	bring 19611:2 19613:4,17 19616:23 19641:25 19642:12 19654:22 19665:1 19688:10 19693:21 19712:1 19713:8	<hr/> C <hr/>	Centre 19643:1 19646:10 19651:1 19676:18 19710:14
bank's 19691:12	big 19663:4 19708:9,11	brokering 19606:15 19640:16,21 19641:2,3 19694:21,24 19695:2,3,6,7,9, 23 19696:14 19713:15,18	cabinet 19662:1	cement 19608:25 19609:21 19610:2 19613:13 19615:12 19618:17 19621:3
banks 19655:22	binded 19659:20 19661:19	broker 19606:15 19640:16,21 19641:2,3 19694:21,24 19695:2,3,6,7,9, 23 19696:14 19713:15,18	call 19608:24 19612:14 19613:3 19625:10 19649:17 19663:16 19668:11,15,18 19676:25 19678:13,23 19679:2,24 19702:6	called 19607:1 19617:23 19618:8 19640:17 19667:9
Bargain 19707:20	bit 19616:4 19669:23 19696:19 19702:23 19712:5	bringing 19613:21 19642:16 19654:9 19712:2	calling 19669:12 19673:24	certificate 19708:19
Barrie 19640:19	blow 19712:5	brokerage 19640:17 19695:12 19717:15,25	camera 19618:20 19619:5,6,16,22 19622:12,16,19	certificates 19707:13 19708:1
based 19658:16 19665:2 19683:8, 9 19684:13 19689:1,21 19691:12 19705:8,12,16,17 19708:14,23	blue 19661:17	brokers 19697:14	cameras 19618:21 19622:11 19623:8	chances 19616:18
basic 19709:10	Bob 19608:20 19611:4,8,11,17, 18 19612:13,17 19622:22 19628:10,23 19633:15 19634:24 19635:3 19646:23 19647:3,19 19673:24 19674:4 19683:16 19685:23 19692:15 19693:19,22 19694:17 19696:1,23 19700:5,7,9 19703:21 19704:16 19710:3	brought 19613:20 19644:3,7 19649:18 19650:11 19653:24 19713:2 19715:5,11	Canada 19611:14,22	change 19614:12 19698:20
basically 19647:17 19649:11 19656:13 19657:5 19668:21 19679:20 19688:8,12 19689:8 19698:1 19705:22 19715:12	booklet 19661:16,17	building 19612:8 19638:15 19670:16	Canadian 19647:11	changed 19675:20 19679:25
basis 19671:4 19705:14	bother 19613:21	business 19640:24 19641:1,19 19643:20 19666:15,16,19	canvassed 19712:21	chap 19645:11
beam 19613:25 19614:1,22,25	bothered 19693:12	busy 19636:6	care 19683:22	characterized 19710:7
Bear 19606:11, 17,19,23 19607:2, 12 19608:10 19610:6 19613:14 19614:21 19615:8 19617:6 19632:24 19637:2,13 19639:9 19704:11,12	bottom 19643:3 19648:21 19676:9 19684:20 19687:14 19690:4,20	buy 19710:25	career 19641:15	charge 19690:9, 14,25 19691:7
begun 19652:6,7	bought 19647:23	buyer 19643:4 19648:23 19651:9	carefully 19618:1,3 19630:8	Christoffersen 19712:8 19714:7
behalf 19644:7 19654:6 19701:20	boutique 19640:17		case 19648:13	cited 19684:17
			cases 19642:10	City 19637:14 19638:7,11,15 19706:16 19707:7 19710:4 19714:25 19715:3,25
			cash 19710:12	

clarification 19672:3 19703:20	comment 19692:16	community 19705:8	19611:25 19612:4 19613:6,10 19615:12 19616:14 19620:10,15 19623:21 19624:6,8,13 19625:3, 19626:5 19630:13 19631:11,18 19633:14,19 19634:3,8 19636:1,23 19704:18	19608:6,8
class 19653:8	comments 19717:18 19719:22	company 19611:20 19661:21 19664:3 19667:6 19671:9		connection 19613:3 19690:12 19691:3 19707:9 19717:13
classify 19641:20	commission 19633:2 19697:10,24 19698:5,16 19699:11 19711:15 19718:1 19719:15	compared 19708:25 19709:13		consequence 19677:11 19678:23 19679:25
clause 19685:4	Commissioner 19606:2,9,19,24 19607:23 19608:2,9 19610:5 19614:15,16,19 19617:3 19632:20,23 19637:6,9,12 19638:21,25 19639:3,4,7,8,13, 15 19640:1,6,11 19672:2,7 19677:15,22,24 19678:2,8 19690:16 19694:9 19705:1,2 19711:14,21 19713:7 19714:16,21 19716:22,23,25 19717:1,4 19718:14,17,20 19719:1 19720:7	complaint 19708:2,3		consistency 19616:5
clauses 19690:3 19691:9		complaints 19707:23 19708:1		contact 19633:16 19638:7 19650:9 19665:3, 15 19667:5
cleaning 19711:9		complete 19636:21 19639:23 19643:8 19699:9 19705:25 19718:22	condition 19609:16 19612:8	contacted 19638:11 19650:9
clear 19608:1 19615:21 19616:10,12 19670:19 19672:3 19712:6		completed 19689:1 19698:13 19704:3 19710:10	conditional 19652:6	contained 19681:22 19685:24
client 19633:8 19641:21,22 19681:14		completely 19700:18	conduct 19651:11	contemplated 19698:12
client's 19680:3		completes 19718:21	confidential 19685:12	contemporane ous 19655:8
clients 19674:21		completion 19675:2	confidentiality 19685:4	content 19655:24
climb 19618:16, 24 19619:2,12		Complex 19657:24	confirm 19652:24 19655:15,23 19657:18 19661:20 19664:17 19670:14 19671:6,21 19674:19 19712:17	contents 19625:16
climbing 19619:13		compromise 19719:13	confirmation 19649:9 19663:1	context 19606:25
close 19647:20 19675:10 19680:14 19706:21	Commissioner 's 19613:17	concern 19628:8 19639:22 19653:5 19657:6, 10	confirmations 19649:13 19709:4,10	contingencies 19708:10
closed 19661:16 19692:21	commissions 19696:17,20 19699:4	concerned 19628:8 19671:23 19715:20	confirmed 19668:21 19669:24	contingent 19692:5
closely 19629:8	Committee 19705:7	concerns 19658:1	confirming 19660:12	continue 19679:17,23
closer 19686:12, 14	communicate 19636:16	conclude 19716:6	conflict 19719:11	CONTINUED 19711:23
closing 19651:4 19675:6,14,21 19687:4 19689:1 19690:6	communicatio n 19644:18 19654:8	conclusion 19705:14	confusing 19696:19	contract 19657:15
co-broking 19697:13,18	communicatio ns 19636:21	concrete 19608:25 19609:22 19610:3	confusion	contracts 19657:16 19658:15
collective 19719:13				conversation 19610:11 19668:5,7,9
commence 19719:2				
commencing 19606:1				

19669:19,22 19670:9 19674:3 19677:12 19684:4,14 19699:6 19700:5, 9 19702:13 19715:11	19677:9,13 19678:24 19680:2,4,16,18, 21,22 19681:10, 12,23 19682:4,10, 16 19684:9 19686:2 19687:9, 21 19689:14,18 19691:10,24 19692:3,7,22,23 19694:2,19,25 19695:12,13,19, 20 19696:4,5,7,10 19697:6,15,16 19698:10,14 19699:8,21 19702:3,8,15,18, 19 19703:6,7,17, 22,23 19706:9,12, 22 19708:20 19709:21 19711:11	19712:4 covered 19639:4 covering 19702:1 create 19642:5 19706:20 created 19658:3 19684:13 creation 19684:12 credit 19682:2, 14 19691:23 cross- examination 19607:3 19614:17,20 19617:5 19632:22 19637:10 19694:12 19705:3 19711:23 19714:18,22 cross-examine 19608:10 crossed 19616:22 cumulative 19691:21 curious 19662:8 current 19658:11 19660:5	19622:9,25 19624:3 19625:15 19626:2 19649:10 dart 19631:14 date 19642:24 19646:2 19650:22 19651:4,15,16 19671:11 19672:4,11,14 19675:2,6,14,19, 21 19688:4,6 19689:2 19714:1 dated 19648:10 19653:3 19674:23 19676:2,16 19701:12 19712:6 dates 19676:15 19709:12 day 19606:6 19616:11 19624:15,21,22 19635:8 19647:20 19675:19 19683:16 days 19624:15 19651:10 19675:9 19710:19 dead 19680:21 19681:4,6 deal 19617:25 19638:15 19642:2 19644:22 19645:18 19646:23,24 19647:5,9,12,16, 22 19650:11 19654:9 19659:25 19660:1 19663:10 19664:2 19669:25 19675:9 19680:1, 14,20,23 19681:4, 6 19682:24 19683:18,19 19684:1 19685:8, 9,23 19688:19 19692:21 19693:1,23 19696:16,17,20, 21 19699:1,9 19705:11,14,21 19706:14 19709:8,	19710:11,18,20 19715:7 19716:3, 4 19717:14 dealing 19654:13 19665:17 19671:9 19696:13 19697:14 19710:16 19719:2 dealings 19647:4 19685:6 19696:12 deals 19641:25 19642:11 19698:19 19707:10 19708:23 19710:19 dealt 19665:14 19709:11 December 19611:13 19674:6 19675:4,10,15,18, 23 19676:3,16 19678:23 19680:15 19700:1,2 19701:3 19714:2 19715:12 decide 19716:16 decided 19613:21 19649:15 19650:10 deciding 19666:7 decision 19691:12 19710:22 deck 19658:2 19661:5 19662:6 19704:20 delicate 19719:24 deliverables 19652:9 delivery 19653:16
conversations 19692:24 19696:18 19697:22 convinced 19634:6 cooperation 19719:16 cooperative 19719:9 copies 19704:7 copy 19659:9 19660:22 19665:1 core 19607:5,15, 24 19704:18 correct 19607:16,17 19614:25 19616:7 19618:4 19621:15,16 19622:13,14 19623:9,10 19627:6,7,17 19628:19 19633:23,24 19634:12,13,15, 16 19635:3,4,9 19636:7,11,18 19640:22 19641:8,11 19644:2,12 19645:8 19646:4, 8,12,17 19647:1, 25 19648:3,20 19649:21,22 19650:24 19651:2,6,12,13, 16,17 19652:2 19653:7,10,14,15 19654:1,11,16 19656:18 19659:2 19668:22 19672:16 19673:1,9,22,25 19674:17 19675:7	corrected 19615:3 correction 19608:11 19615:4 corresponden ce 19636:13 19674:9 cost 19669:15, 19670:17 19671:21,22,24 19683:19 19684:21 19703:14 costs 19663:9 19669:2,11 19688:19,24 counsel 19633:2 19637:14 19694:4 19719:8 19720:1 couple 19637:11 19715:1 court 19614:10 19639:20 19640:2 19677:18 courtesy 19682:23 cover 19661:14, 15 19701:21	dad 19699:15 dagger 19609:10 damage 19663:2 19668:25 19669:13 damaged 19658:4 damages 19670:15 dark 19620:20,22 19621:17	D	

department 19638:15	disclose 19695:23 19696:3,6 19700:22 19713:17	19713:2,11,14,23, 24 19714:1,3,6,8, 10 19715:12 19717:13	E	Elliot 19637:15 19714:19,25
describe 19610:14,20	disclosed 19653:13,14 19701:19 19712:23	documentation 19644:15	e-mail 19611:20 19659:10,18,21 19664:25	Elliott 19613:24 19614:17,18,20 19617:1 19705:2, 3,6,7 19711:12 19714:16
describing 19610:11	disclosure 19653:5 19662:9 19678:19 19708:22,25 19709:16, 19713:18 19714:2 19717:11 19718:3,6	documents 19642:6 19650:1, 7,8 19653:6,8,13, 17 19685:16 19695:4 19709:3, 8 19712:22 19714:3	e-mailed 19609:2	Elliott's 19715:6
desk 19660:11	discuss 19666:4 19668:11	dollar 19682:21 19689:6 19705:12,15	e-mails 19636:13	else's 19616:23
detail 19670:22	discord 19719:11	Dollarama 19707:20	eager 19666:9	embark 19606:5 19719:18
details 19673:7	discuss 19666:4 19668:11	dollars 19683:7, 11,13,15,17 19684:8 19686:15 19688:9	earlier 19607:19 19631:16 19653:24	emergency 19719:3
determine 19621:25	discussion 19621:7 19659:13 19662:3 19699:22 19703:19,21 19719:12	door 19706:15	early 19607:22 19617:20 19678:19 19700:1 19701:3	employee 19619:11 19637:23 19641:16
difference 19684:19 19689:16	discussions 19607:6 19608:16 19680:10 19682:23 19697:9,18 19698:19,21	doorway 19614:7	Eastwood 19648:12 19701:16,20 19704:4 19712:7	employees 19618:15
differential 19648:18	distinction 19695:1	doubt 19719:19, 20	easily 19719:11	employment 19611:7
difficult 19673:8	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	Douglas 19705:6	economically 19711:8	end 19607:21 19668:6,9 19687:8 19692:22,25 19693:24, 19710:25
dignified 19719:9	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	drafted 19643:10 19676:24 19685:19 19715:12	effect 19610:11 19628:5,10 19688:7 19691:8, 21	ending 19609:13 19645:25
diligence 19642:3 19643:14,17 19649:3 19651:11 19652:4,7, 19653:12 19655:11,13 19690:1 19710:18,24	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	drive 19622:23 19664:19	effects 19691:9, 11	ends 19719:15
direct 19695:25 19700:8 19703:21	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	drag 19708:16	effort 19703:5	engagement 19677:17
direction 19690:23	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	due 19642:3 19643:13,16 19649:2 19651:11 19652:4,7,11 19653:12 19655:11,13 19689:25 19710:17,24	efforts 19648:16	engineer 19611:4,15 19627:25 19628:11,13,19 19637:3 19667:11 19669:9,11,22 19670:15 19671:5 19683:11
direction 19690:23	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	duration 19641:14	EIR 19640:17	engineer's 19661:17
directly 19649:16 19650:10,11 19654:13 19667:18,22 19704:16	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	due 19642:3 19643:13,16 19649:2 19651:11 19652:4,7,11 19653:12 19655:11,13 19689:25 19710:17,24	elaborate 19683:4	engineering 19611:19 19661:13 19667:1 19672:24 19700:13,14
disagree 19628:24 19629:1 19630:9,10	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	duration 19641:14	Elaine 19617:9 19618:19 19637:24	
discharge 19679:9 19690:10 19691:2,14	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	duration 19641:14	Elaine's 19625:20	
discharged 19679:16 19690:14	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	duration 19641:14	electronic 19690:7	
	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	duration 19641:14	eleven 19640:5	
	document 19642:25 19644:20 19646:2,3,10 19648:15 19651:1 19652:11 19653:3,21,23 19654:3,17 19676:16 19677:5 19678:12,21 19679:2,5, 19680:6,11 19681:9,22 19682:5, 19684:12,13 19686:16 19690:4 19712:3,4,10,11, 12,14,15,19	duration 19641:14	elicited 19607:3	

engineers 19612:23 19616:3 19669:16	19607:1,2,10,18, 19,24 19608:18 19610:10 19632:1 19633:11,12,15, 16 19636:4,5 19639:23 19644:22 19681:21 19700:12 19701:9,10 19702:4 19703:15 19704:10 19708:14 19710:2,7 19718:18 19719:23,25	existing 19705:20	fall 19607:25 19630:6,9 19656:2	fill 19718:10
engineers' 19661:18		expanding 19705:19	fallen 19607:15 19609:1 19611:3 19615:12 19629:22 19630:5 19631:11 19633:14 19636:23	final 19699:3 19715:9
ensure 19634:19		expect 19640:4	falling 19614:7 19630:24 19634:3 19636:1 19704:18	finalized 19699:12
entire 19608:7		expecting 19666:22 19707:18	familiar 19671:14 19674:13 19707:21	finally 19650:2
entitled 19688:5		expenses 19689:25	families 19614:5	finance 19711:4
entrance 19614:7		experience 19708:15	family 19696:1	financed 19665:15
environmental 19612:21 19704:2		explained 19619:11 19621:1 19660:21	father 19661:2 19682:23 19703:19	financial 19695:4
episode 19659:12	exact 19608:23 19609:8 19628:2, 20 19629:2 19631:9,24 19669:15 19673:8	explains 19648:15	father-in-law 19614:9	financing 19656:5 19665:7 19679:11,17,18 19688:16 19691:13 19693:4,8
essentially 19664:3 19682:15		expressed 19628:7 19684:24	feel 19614:3,4,24 19664:20	find 19611:21 19650:14 19656:15 19658:25 19660:4
established 19679:24		extended 19680:15	feeling 19693:15 19719:18	finding 19663:22
establishing 19678:13	examination 19607:3,11 19616:15 19640:13 19651:11	extending 19675:8	feels 19710:20	findings 19660:3
estate 19606:15 19640:20,24 19641:7,14 19643:20 19645:16 19695:11 19713:15 19716:14	examine 19629:7	extent 19608:5	feet 19626:20 19707:17	fine 19609:14 19678:1
estimate 19668:15 19669:13,16 19670:21 19671:24 19674:3 19679:1	examined 19627:3	extra 19688:19, 23	fell 19607:5 19609:9 19614:1 19626:8 19629:25 19630:13,14,15 19631:22 19632:8,11 19637:19 19638:6	fireproofing 19610:13,14,16 19615:24,25 19616:4,11 19656:21 19658:5
estoppel 19707:13,25 19708:8,18	excellent 19677:21	eye 19623:3	feeling 19693:15 19719:18	firm 19611:19 19661:23 19674:10
estoppels 19662:25 19707:16,21 19708:6	exceptions 19719:10	F	feels 19710:20	firstly 19619:18
event 19631:24 19640:8 19697:13	exercise 19662:3	facilitate 19688:19 19699:4	feet 19626:20 19707:17	fix 19684:1
eventually 19637:25 19709:5	exhibit 19609:12 19642:19 19645:21 19648:4 19650:14,15 19653:1,19 19674:8 19675:24,25 19678:10 19681:9 19686:18 19712:1 19713:21 19717:8	fact 19607:14 19611:3 19614:9 19617:25 19635:5 19648:17 19652:11,19 19658:8 19670:20 19685:5 19687:7 19713:13	fell 19607:5 19609:9 19614:1 19626:8 19629:25 19630:13,14,15 19631:22 19632:8,11 19637:19 19638:6	fixes 19663:13 19666:17
evidence 19606:25	existed 19712:10	factors 19708:11	fellow 19674:10	flash 19623:8 19625:17,18 19626:3
	existence 19676:19	fair 19608:13 19709:20	felt 19664:18	flat 19629:5,6
		fairly 19640:8	fight 19709:15	flexible 19640:8
			figure 19687:11 19689:20	floating 19710:15
			file 19665:17	
			filing 19662:1	

floor 19607:25 19608:3 19617:21 19629:22 19630:5,6,17 19631:22 19632:3,8	25 19707:2	grateful 19719:17	happening 19650:1 19693:15	19630:24 19631:4 19637:18
fluke 19609:9 19631:11	fund 19690:7	great 19671:16	happy 19660:4 19666:12	husband 19614:8
folder 19611:16	funds 19690:24 19691:16	Greatly 19720:5	hard 19622:23 19675:16	<hr/> I <hr/>
follow 19710:2	furtherance 19716:13	ground 19630:15	Harris 19674:10	identifies 19646:5 19648:11
forgot 19711:19	<hr/> G <hr/>	group 19705:8	Hashe 19618:14 19619:25	identify 19623:16 19661:11,12 19669:5
forgotten 19613:8 19615:3	game 19670:5	guarantee 19679:18	hazardous 19620:16	identifying 19676:15
form 19659:21 19681:7 19718:5, 10	garage 19714:11 19715:18	guess 19626:20 19670:21 19684:18	hear 19606:10, 11,13 19668:6,8 19719:24	immediately 19617:23,24 19624:3 19669:2 19670:17,22
formal 19703:9	gather 19642:6 19687:19	<hr/> H <hr/>	heard 19607:18, 24 19630:5 19683:10 19698:11 19701:8	importance 19641:20
formally 19701:18 19705:6	gave 19630:4 19665:2 19668:3 19682:14 19702:4	half 19626:25	hearing 19701:9 19719:4	important 19641:22
forward 19606:18 19627:13 19628:22 19633:19,22 19649:5,16 19663:10 19666:22 19671:25 19680:24 19684:2 19686:11 19693:23 19699:1	general 19643:20 19658:19 19660:12 19663:25	Hall 19707:7 19715:3	hearings 19719:8	impression 19623:11 19630:4
forwarded 19609:1 19622:22	Generally 19655:22	Hammond 19615:10	held 19690:13,24	IN-CHIEF 19607:11 19640:13
forwarding 19622:2 19631:6	gentlemen 19718:21	handing 19618:20	helped 19716:16	incident 19609:9 19610:24 19611:2,25 19613:5,10 19623:12 19630:24 19631:4,12 19637:19,21
found 19647:13 19651:21 19719:8	Gist 19620:3	handle 19610:5 19615:15	helpful 19657:1 19712:21 19716:13	include 19685:22
freezer 19615:19 19623:24 19625:1,2 19626:12,14 19629:4	give 19606:25 19610:23 19629:11 19660:22 19665:24 19668:14 19669:16 19679:1	handling 19615:16	hold 19629:4 19662:13	including 19690:10 19691:2 19693:8
friend 19639:16 19672:5	glasses 19713:1	handwriting 19676:9,12 19681:22 19687:14,20	holding 19629:8	income 19689:5, 9,16,24 19698:9 19705:13,16 19709:10
frustrated 19693:12 19703:4	good 19606:2 19614:18 19617:6,7 19632:24 19637:13,16 19647:12 19694:13 19705:4,11,14 19708:24 19714:23	handwritten 19690:3	hole 19614:8 19620:20,22 19621:17 19622:9 19625:6 19671:13	incurred 19688:24
full 19655:6,11 19662:9 19690:8,	giving 19633:12 19652:3	hanging 19632:9 19663:16	holes 19660:15	
	giving 19633:12 19652:3	happen 19647:7 19664:20 19666:12 19688:17	home 19614:9	
	glasses 19713:1	happened 19607:19 19616:21 19622:1 19624:18 19647:2 19649:17 19667:24 19671:16 19673:6 19677:1	honest 19709:11	
	good 19606:2 19614:18 19617:6,7 19632:24 19637:13,16 19647:12 19694:13 19705:4,11,14 19708:24 19714:23		hoping 19680:23 19686:13	
	giving 19633:12 19652:3		hours 19660:19	
	glasses 19713:1		Hungry 19607:5, 15 19608:14 19616:9,14 19623:17	

indicating 19659:14	19665:3	issue 19607:4,14 19613:15 19614:22 19619:13 19655:4 19666:8	19616:5	leaking 19707:22 19708:1
indication 19665:25	instructions 19610:24 19655:19 19656:10 19658:12,13 19682:19,20		knew 19630:1 19635:13 19665:16 19683:25 19696:21	leaks 19663:1,12
industry 19656:7		issued 19701:14		leases 19641:15 19689:22
inform 19635:25	instrument 19690:9 19691:1	issues 19634:20,25 19638:15 19656:23 19657:18 19660:6 19662:11 19663:2,5 19679:7 19683:8 19688:16	knowing 19671:2	leasing 19647:11 19705:17,19 19706:1,2,3
information 19622:2 19632:4 19636:7 19643:21 19644:4 19645:5 19661:3 19664:16 19665:5 19666:6 19669:5,8,10 19670:3 19685:13 19702:24 19707:11 19709:7 19716:12	insulation 19626:7 19634:6		knowledge 19666:25	leave 19712:20 19713:5,6
informed 19638:9,11	intelligent 19719:12	item 19653:17	Kovacevic 19645:12 19646:7 19648:11	led 19680:11
initial 19643:5, 13,16 19686:1 19692:16,19 19698:22 19709:6	intended 19710:9 19711:18	<hr/> J <hr/>	Kuka 19609:12 19646:15 19676:6 19686:19 19687:16 19712:1,5,18 19713:21	left 19611:21 19622:18 19643:14
initialed 19648:22	interested 19663:21	Jacks 19607:5, 16 19608:14 19615:9 19616:10,14 19623:17 19624:24 19630:25 19631:4 19637:18	<hr/> L <hr/>	legal 19688:19, 24 19695:18
initials 19643:4	interesting 19648:14	Joe 19615:10	lack 19708:25	length 19626:20
initiating 19649:23	interrupt 19639:17	Jones 19712:8 19714:7	ladder 19618:16, 24 19619:2,12,14, 18 19620:2,3,14 19621:5,8	letter 19675:20 19701:22 19702:1
inquiries 19656:22 19665:20 19673:17	introduction 19607:13	jumping 19702:23	land 19706:15 19715:2	letting 19608:24 19612:19
Inquiry 19613:20 19632:2 19644:22 19705:9 19709:25 19710:1 19718:21 19720:11	investigate 19660:7 19665:4	June 19607:20, 22	landed 19630:14	level 19708:21
insisted 19627:5	investigative 19642:2	junior 19615:10	ladies 19718:20	Levon 19607:4 19609:24 19610:10,23 19633:11 19634:5,24 19649:17,24 19650:2,9 19654:8,12 19656:25 19657:11 19658:14,17 19659:3,14 19660:18 19663:20 19664:8 19670:9,20,23 19673:14 19676:23 19679:14 19681:8 19682:6,12,22,23 19683:7 19684:5 19685:19 19686:16 19687:6 19692:9 19693:3, 4,18 19696:1,12, 13,16 19697:9,17, 23 19698:17 19699:9,14,18,23
instruct 19611:2 19703:9	investment 19643:23 19706:5	justification 19685:15	large 19659:18	
instructed 19620:1 19634:23 19658:25	Investments 19640:17	<hr/> K <hr/>	larger 19649:8	
instruction 19660:25 19661:1	involve 19628:17 19633:8	Katz 19674:11	late 19701:3	
	involved 19606:15 19621:6 19623:12 19643:6 19700:5 19703:20 19709:1	keen 19666:14	lawyer 19674:10,16	
	involvement 19617:11 19644:14 19645:16	keeping 19647:3	lawyers 19675:18 19689:2	
	irrevocable 19690:22	kind 19626:7 19708:18	laying 19615:22	
		Kleenex	leakage 19656:20 19658:2,8 19662:22	

19700:4,6,12,16, 21 19701:2,13,20 19703:2,10,16 19704:1,16 19712:9 19713:12,14 19715:10 19717:12,21	lost 19614:9 19627:15	magnitude 19670:3	19609:7	19658:10,20,24 19659:25 19664:8,11,13 19666:7,10,25 19667:5,14 19668:18 19669:21 19670:10 19673:3,23 19674:4 19675:13 19677:12 19678:16 19682:9,14 19687:7 19691:21 19692:5,9 19693:2 19694:18 19697:4 19702:6, 13 19703:4,9 19710:7,13,16
Levon's 19660:6 19663:24 19672:23	lot 19614:8,12 19642:10 19649:2 19650:6 19656:14 19660:13,14 19661:4 19688:15 19701:8 19706:20 19707:7 19709:3, 4,9 19716:17	main 19707:16	management 19713:25 19719:3	Mccowan's 19641:17 19666:16 19668:6,9 19670:5 19674:16 19706:2,3
Levön 19713:25	lucrative 19706:11	maintenance 19609:3 19615:9 19617:24 19618:8 19619:19,23 19631:5,7,16 19634:15,19,20, 25 19637:22 19657:4,12,15 19658:16 19664:1	manager 19609:3 19619:20 19634:1,12,14 19636:7 19637:1	means 19654:2 19663:4
liability 19619:13	lying 19626:12 19629:5,6 19630:17	major 19663:2 19666:18 19668:24	manner 19719:10	meantime 19715:22
lien 19700:23,25 19701:5		majority 19707:19 19709:5	match 19709:9	measure 19656:6
light 19715:11	M	make 19614:3,4, 19643:23 19649:13 19656:22 19666:12 19673:17 19684:19 19699:11 19703:9 19704:1,17 19705:23 19706:4 19711:8 19712:9	material 19610:12,14 19611:3 19615:8, 11 19616:9 19617:22 19618:1 19623:13,16 19624:6 19626:12 19637:19 19638:6,7	meet 19635:6
Limited 19712:8	M.R. 19656:19 19657:21 19665:20,23 19667:6 19672:15 19673:3	makes 19656:19	materials 19621:14 19642:1 19652:22	meeting 19635:12,13 19645:1,2,6 19664:8,12 19701:4 19702:22 19703:1,5
lines 19658:12	Macrae 19615:3 19632:21,22 19637:5 19639:13,15,16 19640:3,10 19672:1 19677:20,21 19678:4 19694:7, 10,11,12,16 19704:22,25 19711:14,22,24 19712:18,21,25 19713:5,10 19714:14,20 19717:10 19718:4	making 19710:21 19719:22	matter 19608:17,19 19609:23 19610:12 19612:5,6 19613:16 19639:20 19643:6 19644:14 19648:24 19649:18,20,24 19667:22 19675:1 19710:23	meetings 19676:15
list 19656:24 19701:19	Macrae's 19677:17 19678:3	mall 19612:23 19634:1,11,12,19, 20 19635:18,21 19637:1,2 19643:1 19646:11 19648:12 19651:1 19657:23 19663:14 19676:18 19701:16 19704:4,20 19705:7,11,13,21 19706:5,10,16 19707:25 19709:23 19710:14 19711:4,9 19712:7 19715:2	matter 19608:17,19 19609:23 19610:12 19612:5,6 19613:16 19639:20 19643:6 19644:14 19648:24 19649:18,20,24 19667:22 19675:1 19710:23	member 19619:1,18 19696:1
listed 19652:23 19663:18	made 19608:1 19628:18,25 19633:8,13 19647:10 19652:19 19658:14 19665:19 19667:5 19683:4 19688:12 19696:22 19703:12,14 19709:3,4,23	managed	materials 19621:14 19642:1 19652:22	memory 19636:10
listen 19704:10			max 19709:14	men 19618:8 19631:16
Listing 19717:15,20,25			Mccowan 19606:15 19641:10,14,23, 24 19642:13 19644:4,6,21 19645:7,19 19646:6 19647:5 19648:2,19 19651:9 19654:4, 6,13,23 19655:12, 20 19656:22	mention 19613:10,19,24 19622:8
living 19640:15				
located 19640:19				
locked 19625:21				
long 19606:5 19616:21 19622:5 19624:12 19640:23 19663:5,11 19664:19 19668:15 19671:5 19673:2 19683:23				
longer 19646:23 19664:6 19668:16 19685:9,13				
looked 19609:17 19610:16 19624:24 19661:17 19700:14				

<p>mentioned 19613:24 19619:21 19637:17 19644:25 19684:5 19715:7</p> <p>mesh 19626:6 19631:18 19632:14,16</p> <p>met 19635:3 19705:5</p> <p>mid-december 19674:6 19679:4</p> <p>million 19643:2 19647:16 19648:13 19669:1 19670:21 19671:24 19682:21 19683:7,11,12,15, 17 19686:8,14 19688:9 19689:6 19693:7 19699:3 19702:14,16 19705:12,15 19707:2,3</p> <p>mind 19607:13 19616:22,23 19636:5,10</p> <p>mindful 19677:17</p> <p>mine 19618:21</p> <p>minimal 19670:18 19682:20</p> <p>minor 19704:13</p> <p>minutes 19639:24 19668:16 19686:25</p> <p>missed 19686:15</p> <p>missing 19656:20 19709:3</p> <p>model 19666:17</p> <p>modifications 19636:14,17</p>	<p>moment 19617:15</p> <p>moments 19659:13</p> <p>Monday 19657:24</p> <p>money 19670:4 19684:1 19688:15 19692:18 19705:24</p> <p>month 19673:6</p> <p>month's 19673:6</p> <p>months 19611:13,24 19616:22 19700:24</p> <p>morning 19606:2,5,10 19607:1 19614:18 19617:6,7,20 19618:10 19624:21 19632:24 19633:16 19636:4 19637:13,16 19639:19 19681:21 19694:13 19705:4,5 19718:23 19719:1,19,23 19720:1,3,8</p> <p>mortgage 19679:10,12 19691:14,22 19692:1,6 19710:11</p> <p>mortgagee 19665:4</p> <p>move 19645:9 19649:16 19663:10 19671:25 19680:24 19684:2 19686:11 19697:7</p> <p>moved 19693:22</p> <p>moving 19649:5 19669:25 19699:1</p>	<p>MPAC 19686:25</p> <p>mushy 19610:13,21 19615:23 19616:6</p> <p>mutual 19681:2</p> <p>Myles 19639:1,2 19716:23,24</p> <hr/> <p style="text-align: center;">N</p> <hr/> <p>naked 19623:3</p> <p>named 19637:3 19707:22</p> <p>natural 19666:19</p> <p>nature 19719:23,24</p> <p>Nazarian 19606:16 19607:4 19608:18,19,20 19609:24 19610:9,10,23 19612:17 19613:2 19622:3 19628:12,17 19630:20,23 19632:14 19633:12,14,18 19634:5,24 19635:13,25 19636:15,18,20 19646:23 19647:19 19654:8,12 19672:4 19693:2 19696:1,13 19697:17,23 19698:17,21 19699:19 19700:4,5,9,16,21 19701:2,13,20 19703:2,10,16,21 19704:1,16 19710:3,6,15 19712:9 19713:12,14 19717:12,21</p> <p>Nazarian's 19633:15 19674:9 19703:2</p>	<p>Nazarians 19607:6 19634:2, 18,21 19636:9 19645:1 19647:24 19649:16 19691:19 19708:22</p> <p>negotiate 19642:8 19682:22 19684:20</p> <p>negotiating 19670:14 19676:21 19683:6,7 19686:1 19688:25 19689:2</p> <p>negotiation 19677:6,10 19683:12 19689:2</p> <p>negotiations 19644:19 19647:2 19707:1 19715:10</p> <p>net 19689:4,5</p> <p>news 19631:21, 23 19632:3,6,9</p> <p>nice 19606:4</p> <p>no-one 19620:14</p> <p>norm 19658:19</p> <p>noted 19657:23 19674:25</p> <p>notes 19655:2</p> <p>Notice 19701:10,14 19703:25</p> <p>noticed 19611:15</p> <p>notification 19696:12</p> <p>notwithstanding g 19652:10</p> <p>November 19651:5 19653:4 19654:19 19655:9 19672:12 19674:2 19675:6 19678:19 19680:15 19688:1</p>	<p>19699:25 19700:1 19701:3,25</p> <p>number 19607:8 19610:14 19611:24 19650:15,16 19653:2,18 19656:16 19661:12 19663:18 19667:9,13,20 19698:12 19702:5,6 19707:16,25</p> <hr/> <p style="text-align: center;">O</p> <hr/> <p>oath 19606:21,23</p> <p>objection 19672:2</p> <p>obligation 19689:11</p> <p>obligations 19713:18</p> <p>observe 19621:18 19622:5 19626:2</p> <p>observed 19616:9 19617:15,21,22 19622:8 19624:5 19629:3,23 19630:16</p> <p>obtain 19666:5 19702:14</p> <p>obtained 19702:5</p> <p>occurred 19643:13 19672:4</p> <p>October 19642:25 19649:21 19650:5,8,23 19651:15 19652:1,4,13 19653:20 19654:18 19657:24 19698:23 19699:1 19701:12,16</p>
---	--	--	--	--

19717:14	option 19707:4,6	parking 19614:8 19658:2 19660:13,14 19661:4,5 19664:6 19706:20 19707:7 19714:11 19715:17,18,20, 23	Perfect 19650:21	19621:24 19625:5,6 19626:13 19629:18, 19633:19,23
odd 19663:17	oral 19652:15	part 19626:5 19630:12 19689:11 19699:6 19706:25 19710:11 19715:7,9 19719:15	perform 19710:17	piece 19608:25 19609:6,17 19610:6 19616:13 19618:17 19623:20,22 19624:8 19625:19 19630:13 19631:10 19638:7 19715:15
offer 19642:8,12, 18 19643:10,19 19644:11 19645:10 19647:17 19649:5 19651:25 19681:7 19683:2 19686:6 19688:13 19692:9,24 19693:7,10,18,19, 21 19698:22 19699:3,22 19710:11,23 19715:14	order 19643:18 19649:4 19652:23,24 19663:9 19666:11 19673:9 19688:18 19699:4,9,15 19702:6	participated 19719:8	period 19652:6, 7, 19653:12 19655:13 19704:3	pieces 19617:22 19620:10,15 19621:3 19624:13 19625:5,24 19626:4,7,15,18 19627:3,9 19629:3,4,16,20, 22 19630:17 19631:22 19632:2 19701:10
offering 19695:24 19709:6	originally 19632:11 19688:9 19696:16	participating 19695:24	permit 19713:7	pinpoint 19621:11
offers 19642:10, 15 19709:22 19710:9	outlined 19658:7	parties 19652:16	permitted 19711:19	place 19608:17 19611:6 19648:25 19649:1 19658:16 19674:4 19679:5, 19684:11
office 19616:18 19622:2 19625:20,21 19640:19 19642:8 19659:10,22 19660:7,9,17 19672:23 19673:15 19699:24 19702:9 19703:2	outline 19658:7	parts 19608:2 19704:13	person 19619:23 19621:7 19680:6	plans 19712:3
officially 19641:5	outlining 19670:3	party 19649:24	personnel 19637:23	play 19625:4 19647:14 19649:8 19657:13
older 19655:21	outset 19633:1	past 19700:24	phase 19606:6 19704:2 19718:21 19719:2,6,7,18,21	point 19608:7 19610:15 19611:17 19612:3 19613:9 19615:25 19616:16,24 19618:20 19620:8,9,18, 19621:24 19622:1 19629:25 19639:17 19650:7 19662:8,22 19663:6 19670:5, 13 19672:18 19677:4,16
one- 19655:23	owned 19614:10 19701:15 19704:4	Paul 19619:25	phone 19608:24 19610:11 19612:14 19613:3 19667:13,20 19668:5,10,20 19674:3 19676:25 19678:23 19700:7	
Ontario 19639:20 19643:2 19646:11	owner 19627:12, 13 19713:8	paving 19666:18	phoned 19668:3	
open 19707:7	owner's 19713:9,12,16	pay 19679:15 19688:18 19689:11,13 19691:15 19692:1	photo 19625:22	
opened 19660:11		payable 19698:16	photograph 19609:13 19618:25 19625:14 19626:1 19629:12,13	
opening 19657:20	packages 19642:5,7	paying 19648:18 19649:11	photographs 19622:12,15,19, 21 19624:2 19626:11 19629:15	
opportunity 19607:9 19608:10 19633:6 19700:17	pages 19676:6 19687:15 19690:3	penalty 19679:13 19688:18 19690:11 19691:3,15,23 19692:2 19693:5	photos 19618:22 19631:6	
opposed 19661:5 19710:12	paid 19699:2	pending 19718:7	picked 19649:20	
	panels 19664:4	people 19615:9, 15 19631:5,7 19637:18,20 19638:3,10 19647:6 19685:7	picture 19618:16 19623:24 19625:3 19626:9	
	paper 19715:15		pictures 19609:2 19619:4, 8,15,16,22 19620:19	
	paragraph 19651:4,8 19657:20 19675:3 19682:1 19686:17,20			
	P			

19679:6 19680:3 19683:4 19693:11 19699:10 19700:3,11 19703:8 19706:11 19707:10,12 19708:17 19719:7	present 19606:12 19618:4 19642:12 19645:2 19681:14 19718:18 19720:1	19677:6,10 19688:25 19710:24	19665:20,22 19666:24 19669:14 19692:19 19697:2 19698:1,5 19700:17 19705:18 19708:12	purchasing 19656:4 19710:14
pointed 19710:10	presented 19682:8 19685:17,19	producing 19705:13	provided 19644:6,15 19661:4 19662:25 19667:14,19 19689:8,25 19694:18 19696:11,24 19697:4 19701:18 19702:5 19704:6	purpose 19614:3 19615:5 19619:3 19633:4 19678:11 19702:17 19714:5
portion 19649:11 19698:2	pretty 19626:8	professional 19719:9	Provincial 19639:20 19640:2 19677:17	purposely 19685:21
position 19634:11 19645:17 19686:1	preventative 19657:12 19658:15	professionalis m 19719:17	provisions 19679:13	purposes 19705:5
possession 19672:15	previous 19643:9 19646:24 19647:4 19651:22 19693:14	professionally 19641:10	purchase 19642:8,9,23,25 19646:13 19647:19 19648:10,13 19650:22,25 19666:10,12 19670:7 19674:22 19676:2,17,21 19678:22 19679:21 19681:17 19682:13 19691:18 19692:5 19693:6 19706:15 19707:25 19710:19 19711:4 19715:2 19716:17	pursue 19615:4
possibility 19701:5 19706:24	previously 19694:19 19704:12	progress 19644:23	Provincial 19639:20 19640:2 19677:17	pursuing 19644:1
possibly 19700:13	price 19643:1 19648:13 19650:25 19670:7 19679:21 19681:17 19682:14,21,25 19683:12,22,23 19689:7 19691:18 19692:5 19693:6 19702:14 19716:1,4,8,17	Project 19713:25	provisions 19679:13	put 19607:9 19625:2 19661:25 19662:17 19663:20 19665:15 19666:21 19687:7 19693:5,9,16 19716:5
pot 19660:15	principals 19654:10	properties 19642:5 19665:16 19666:17	putting 19664:4	
potential 19641:25 19719:10	printed 19651:8	property 19641:15 19642:4 19643:1,22 19646:9 19647:19,23 19656:4 19662:23 19663:3,4 19664:17 19665:4,6 19666:10,23 19679:10 19683:25 19685:6 19686:23 19695:25 19696:2 19697:15 19700:24 19701:1,5,15 19706:11,16 19710:25 19715:16 19716:8,9,11	<hr/> Q <hr/>	
potentially 19647:14 19706:20 19716:13	prints 19622:21 19629:12,13	protect 19649:4	quarter 19626:25 19640:5	
precisely 19631:8	prior 19606:23 19639:16 19641:6 19642:16	protection 19631:19	question 19610:17 19614:23 19633:18 19635:11 19636:25 19658:9 19659:3,6 19661:23 19662:4,16 19684:18 19704:9,11 19711:16,20 19713:6,13	
preliminary 19643:25	problem 19648:8	protruding 19617:22 19618:2 19620:15 19621:3 19630:7,11	questioned 19662:15	
preparation 19635:11,17 19680:11	proceed 19606:8 19643:19 19681:7 19702:25	provide 19607:10 19633:6 19652:18,22 19656:12 19659:8	questioning 19662:10 19702:25	
prepared 19644:11 19661:24 19671:25 19680:6,8 19681:9 19682:12 19684:20 19686:16 19710:24 19712:7,8	proceedings 19720:11		questions 19614:15 19615:6,7	
prepayment 19690:11 19691:3	process 19618:4,6 19643:13,15 19649:3 19671:15			

19617:2,9 19632:19 19633:7 19634:3 19637:6, 12 19638:19,23 19639:2,7 19645:5 19656:25 19657:2 19662:17 19663:11,19,23 19685:3 19694:4, 8 19699:18 19704:23 19711:13 19715:1,6 19716:19,21,24 19717:2,10 19718:13	reaction 19670:25 19671:2 19682:11,17 read 19654:20 19655:5 19661:8, 9 19664:14 19675:25 19712:4,8,16 19714:7 reading 19661:8 19713:1 ready 19606:8, 12 real 19606:15 19640:20,24 19641:7,14 19643:20 19645:15,16 19695:11 19716:14 realistic 19707:6 19711:3 reason 19649:1 19669:12 19676:13 19684:17 19685:15 19702:23 19707:1 rebate 19687:2,8 recall 19606:14 19607:13 19610:25 19618:17,23 19620:12 19622:7 19626:17 19630:19,22 19631:1 19655:7 19675:5 19694:17 19712:11 receive 19649:4, 9 19655:19 19656:7 19707:18,19 19709:14 19718:1 received 19645:6 19652:8 19654:3,17 19657:14 19662:24 19692:20 19693:18	19701:24 19703:6 19707:15 19708:22 19709:20 receiving 19649:6 19657:15 19687:8 19697:23,25 19707:11,13 recent 19656:12, 16 19659:1 RECESS 19678:5 RECO 19695:5 recognize 19643:4 19676:3 recollection 19697:22 recommendati on 19699:14 recommended 19650:11 record 19615:1 19640:16 19694:24 19695:2,3,7,10 19697:14 19714:6 records 19695:4 reduce 19699:4, 10 reduction 19670:6 19671:4 19682:21 19683:12,23,24 19689:7 19693:6 19702:14 19705:12,15 reductions 19683:1 19685:16 referable 19684:8 19712:24 reference 19644:25 19652:19 19656:20 referenced 19647:17	19653:24 19672:25 references 19714:2,7 referencing 19714:1 referring 19650:3 19653:9 19656:1 reflect 19677:5 refused 19703:16 regard 19669:25 19685:8 19710:18 registered 19641:1,4 19690:9 19691:1 Registrar 19720:8 Rehabilitation 19714:11 relates 19607:4 relation 19640:8 19679:2 19719:6, 15 relationship 19717:12 relative 19717:22 relaxing 19606:5 release 19627:20 19681:2 19690:23 relevant 19613:22 remain 19694:5 remember 19608:23 19609:8 19612:14 19615:19 19618:5,19 19621:2,4 19623:21 19624:7,14,19 19625:1,4,8,20,23 19628:2,4,20	19629:2 19630:12,15 19631:5,10,24,25 19632:13 19657:5 19667:10 19673:7 19708:6 19715:14 remembered 19636:8 remembering 19614:11 remind 19606:20 19636:22 removal 19625:1 remove 19618:9 19627:8 removed 19617:25 19618:1,18 19620:10,16,17, 21 19621:14,15 19630:8 renegotiate 19647:16 renew 19708:9 renovate 19711:6 rent 19643:9,21 19649:12 19689:21 19708:7 19709:8 rental 19689:8 rents 19688:5 19689:13 19692:17,18 repair 19664:5 19670:18 repairing 19702:17 repairs 19656:13 19658:11,14 19660:15 19663:25 19666:18 19670:15,16 19683:10,13
quick 19710:21 Quinte 19618:19,23 19622:15 19627:1,17,23 19628:16,25 19629:11 19630:6 19637:24 Quinte's 19617:10,16 19619:5	R			
range 19716:9 RBC 19665:14 19666:19 19679:12 re-assessed 19686:24 re-attending 19637:7 re-call 19633:3 Re- examination 19639:5 19717:4, 6 re-sold 19648:1 re-sworn 19606:20 reach 19612:2 reaching 19708:17				

19705:25	19717:21	19712:22	19673:2,12	19708:1
repeated	representative	19717:11 19718:4	19700:17	roofing 19671:9
19609:3	s 19695:18	respective	19714:4,9,12	room 19668:2
replaced	19697:14	19654:10	reviewed	rubble 19608:3
19621:19,22,23	19714:25	19674:21	19644:8,19	19617:21
replacement	request	response	19655:8,20	rude 19664:19
19622:5	19657:21,	19659:17 19686:6	19672:19	run 19652:12
report 19608:19,	19696:22	19692:11,19	19689:22 19714:8	rusting 19657:9
21 19609:23	19703:9,12	19715:6 19719:3	reviewing	
19613:25	requested	responses	19644:15	S
19634:24	19636:18	19658:20	Rhonda	safe 19620:2
19636:15	19702:13	responsibility	19606:11,23	sale 19642:24
19654:25	requesting	19634:18	rigid 19615:17,	19648:10
19655:3,6,11,20,	19650:2,8	19713:17	18,22	19650:22
21,22 19656:11,	requests	19719:14	Rob 19694:16	19651:11
19 19657:21	19709:3,4	responsible	Robert 19633:16	19674:22
19658:1,7,21,23	require 19656:5	19688:2 19695:11	roll 19643:9,	19676:2,17
19659:8,11,14	19666:11	19719:12	19689:21 19709:8	19678:22
19660:3,7,8,10,	19691:19	restaurant	Ron 19641:22	19695:24,25
18,22,23	required	19607:16 19609:1	19644:18	19697:24
19661:13,18,24	19639:19	19623:17	19646:6,22	sales 19641:15
19663:8 19664:7,	19653:13 19658:5	result 19608:13	19647:13,20,21	19695:17,23
14,23 19665:8,21,	19670:4 19691:16	19623:8 19633:13	19649:5 19650:12	19717:20 19718:1
23 19666:3	19698:5 19709:10	19635:24 19661:7	19654:13 19665:2	
19667:6,7,10	requirement	19669:21	19666:22	salt 19657:7
19671:20,21	19696:3,6	19676:20 19680:5	19667:20,21	satisfaction
19672:15,20,24	requirements	19681:8 19689:4	19669:6,10,15	19652:24
19673:3,10,12	19695:5,23	19703:19	19673:3 19682:19	saved 19622:23
19685:2 19699:23	resolve	19710:25	19683:21,24	scene 19617:12
19700:12,13,14,	19657:17	resulted	19688:13,17	19622:18
18,20 19703:6,10,	19671:16	19647:3	19693:4,7,9,11	Schedule
12,13,22	resolved	RESUMED	19705:20 19707:2	19676:7 19681:24
19704:17	19663:5 19719:11	19678:6	Ron's 19643:5	19682:1 19687:14
reported	resolving	retain 19612:24	19656:10	scheduled
19608:17 19609:4	19666:7	19627:2	19665:16	19635:5
19634:20	respect	retaining	19669:11	screen 19648:7
reporting	19614:22	19613:3 19627:5	19688:10 19689:5	scroll 19646:14
19628:10	19633:7,8	return 19677:22	19693:21	19651:3
19630:19 19631:5	19634:10	19678:3,10	roof 19657:7	scrutinize
19703:3	19635:25	returned	19660:14	19642:15
reports	19636:8,12,14,17	19626:10	19662:5,11	seal 19707:6
19612:20	19642:11	review 19642:1	19663:1 19664:4	sections
19656:17 19659:1	19674:25	19643:9 19644:7	19666:8,18	19655:3
19661:18 19665:8	19697:10,22	19653:17,20	19668:25	sell 19679:18
19667:1 19673:21	19698:16	19654:25 19655:2	19682:24	
19703:24 19704:2	19699:18,22	19657:25	19683:5,8,9,13,18	
19709:12	19703:10,24	19660:7,18	19684:1,9,25	
represent	19704:11	19665:6	19685:9,12,14,22,	
19694:17 19705:7	19710:23	19672:22,23,24	24 19702:17	
representative			19706:21	
19713:9,12,16			19707:6,22	

seller 19648:12, 24 19652:21 19686:22 19687:23 19690:6,21 19717:23 19718:2	19712:3,22 19714:4,23 19718:15 Shoemaker 19637:9,10,14 19638:18 19714:22,24 19716:18	site 19622:4 19637:18,21 19643:9,21 19664:1	speaking 19636:9 19660:13	state 19662:11
seller's 19652:9 19679:7	Shop 19707:20	situation 19618:10 19620:16 19633:4 19655:12 19660:5 19675:20 19693:13,14 19696:19 19708:15	speaks 19714:3	stated 19627:24 19628:17
selling 19642:4, 6 19648:19	shorter 19626:24 19655:13	size 19626:18,25	specific 19624:19 19663:10, 19669:12 19702:17 19718:5,10	statement 19628:18, 19687:25
semi-accepted 19676:24	show 19612:23 19627:10,11,12 19659:11,15 19660:22 19713:8	slab 19607:5,15, 25	specifically 19611:1 19649:21 19651:9 19657:25 19660:13	states 19687:22
send 19611:19 19659:9 19690:21	shortly 19611:7 19619:10 19637:18	slabs 19704:19	spend 19688:15	stating 19715:13
sending 19612:22	showed 19655:17 19700:12	slipped 19636:4, 10	spent 19669:3 19692:17	stay 19622:4 19663:3 19718:24
sense 19719:13	showing 19676:14 19678:12	slower 19688:22	spirit 19719:19, 20	stayed 19682:15
separate 19612:5,6	shows 19626:9	Smith 19638:22, 23 19717:1,2	split 19698:2	staying 19663:3 19720:4
series 19612:20 19683:1	shut 19663:14	snow 19657:7	spoke 19667:17 19671:7 19700:6	stays 19681:17
Service 19611:14,22	shut 19663:14	soffit 19704:19	sprayed-on 19658:5	steel 19658:6
services 19612:25	signed 19692:8 19693:22 19697:3	solar 19664:3,4, 6 19671:8,15	spring 19635:6	steps 19633:12
set 19675:2 19680:14 19683:18 19708:7	side 19679:7 19689:5 19699:16	solely 19683:8	square 19707:17	stood 19614:6 19639:20
Settlement 19687:1	sign 19681:3 19693:20	solicitor 19690:13,22 19691:5	staff 19617:24 19619:1,18 19642:7 19664:1 19705:17 19706:1,2,3	straight 19664:21
severity 19670:16	sign 19681:3 19693:20	solid 19615:16	stairs 19663:14	struck 19693:2
shape 19662:4	signed 19692:8 19693:22 19697:3	son 19614:6 19696:23	stamp 19653:18 19714:12	structural 19612:21 19653:17,20 19714:9,12
shaped 19631:13	significant 19658:8 19706:5	sooner 19655:13	standard 19656:3,7	structure 19658:4,6
share 19670:20, 22 19698:2 19703:13	similar 19628:5, 6	sort 19656:6 19657:11 19662:4	standing 19640:3 19705:8	structured 19680:21
Sheaffer 19674:10	simply 19689:12 19692:1	space 19621:18 19622:24	stairs 19663:14	stuff 19656:21
Sherrard 19606:13,14 19640:12,14 19642:20 19648:6 19694:3,14 19705:4 19711:13,18	simultaneousl y 19647:20	speak 19667:15, 22 19685:7 19700:4	stamp 19653:18 19714:12	subject-matter 19646:10
	sir 19606:8 19714:15 19718:19 19720:6	speaker 19668:5,10	standard 19656:3,7	submissions 19719:5
			start 19606:17 19614:21 19653:12 19672:10	subsequent 19645:10 19699:23 19702:12
			started 19611:7 19652:12	suffice 19718:7
			starting 19636:6 19639:17 19670:13 19674:2	suggest 19615:11
				suggested 19716:1,8

suggesting 19708:14	tarps 19663:16	19662:16 19679:7 19710:4	19665:9 19666:20 19667:10,21 19668:2 19671:5 19673:6 19674:5 19675:23 19677:19 19679:2 19685:1 19688:10 19689:4 19693:17, 19696:21 19699:10,25 19700:3,11,22,24 19701:3 19702:10 19703:1,8 19704:4 19708:16 19710:22 19713:15	19650:1,8 19696:18
summary 19660:12 19661:8,9 19664:14 19712:16	tax 19687:8	thinking 19619:13 19638:16	tomorrow 19718:23 19719:1,19,23,25 19720:3,7	
support 19662:23	taxes 19688:3 19689:11,13,16	thought 19614:2 19627:14 19629:25 19647:12 19668:22 19669:6,7 19705:10	total 19638:3	
Supporting 19709:8	team 19664:1	thoughts 19715:19	touched 19629:9	
supposed 19647:7	telling 19612:14 19619:20 19620:4 19630:22 19693:16	threatening 19708:18	touching 19613:15	
surely 19719:14	temporary 19663:13	throw 19708:4	track 19611:15, 21	
surprised 19631:17,20	ten 19639:24	tile 19617:23 19618:2 19624:3 19625:15 19629:16 19630:8	transaction 19606:16 19646:21 19648:25 19650:4 19697:19 19698:9 19716:14	
surrounding 19608:6	tenant 19647:13 19649:10 19662:25 19663:2,6 19708:15,17	till 19639:21 19652:3	transactions 19698:12 19708:25	
suspicious 19662:8	tenants 19649:8 19683:9 19705:20 19706:7 19707:12,14,16 19708:4 19711:10	tiles 19618:1,9 19621:14,19 19622:6,9	transfer 19690:7,8	
SWORN 19640:12	tend 19621:10	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	transmitted 19692:9	
T	tender 19712:3	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	transferred 19690:7,8	
T-bar 19621:18 19622:25 19623:3 19631:19	term 19695:18 19697:13	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	trial 19710:15	
tab 19645:21,24 19650:15 19653:2 19674:8	terms 19641:19 19642:9 19649:10 19676:24	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	trust 19606:4 19646:6 19690:13,24	
table 19687:7	testified 19607:8 19699:24	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	truth 19615:5	
taking 19619:14 19620:18 19621:24 19666:22 19671:23	testify 19704:12	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	turn 19648:1 19653:18 19665:8,16 19690:19 19698:4 19712:19 19713:7,20	
talk 19636:22 19688:21	testimony 19617:10,16 19628:17 19630:3,9 19631:16 19633:5 19694:18 19704:14	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	TV 19710:5	
talked 19669:23 19703:3	therewith 19690:12 19691:4	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	two-year 19655:23	
talking 19643:17 19654:9 19660:15 19669:6 19697:8 19718:4	thing 19671:18 19693:15	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	type 19657:2 19718:3,6	
talks 19699:2	things 19613:19, 23 19625:11 19656:21 19657:6 19660:12,	time 19609:3,17 19610:1,15 19611:8,23 19612:3 19613:7, 10 19614:25 19616:14,16 19618:13,17,20 19620:7,8,9 19621:4,11,13,24 19623:23 19624:25 19625:11,21,23 19627:14, 19629:21,25 19634:1 19636:6 19637:1,24 19638:5,12,17 19639:18,21,22 19640:1,9 19649:18,19 19657:5,9,14 19659:17 19660:19 19662:8,24 19663:5,15	typical 19708:24	
		Tom 19645:11, 15,18 19646:7,22 19647:4,9,17,18, 21,23 19648:11 19649:14		

U	19706:5	volume 19642:20 19645:22 19674:8	weekend 19606:5	wording 19628:14
Uh-hmm 19685:20 19689:23 19717:16	upset 19615:2		weeks 19624:16	words 19608:24 19628:1,3,20 19629:2 19631:3, 9 19632:14
ultimately 19693:1	usual 19639:21	W	weighing 19708:11	work 19611:14 19631:13 19641:23 19666:18 19683:15,17 19695:6 19699:11
underside 19704:18,19	utilities 19688:3 19689:11,13,17	wait 19719:25	Weinberg 19674:14 19691:5	worked 19715:13
understand 19613:16 19616:2 19618:3 19621:22 19623:14,18 19637:2 19641:9 19669:12 19694:7 19695:10 19707:11 19708:13	utilizing 19629:12	Wallace 19606:7,9,24 19607:11 19608:12 19609:11,15 19610:8 19614:14 19639:6,11 19640:13 19672:7,9 19677:15,25 19678:1,7,9 19687:17, 19690:18 19694:3 19712:20 19713:4 19717:5,6 19718:12,18,19	wet 19616:4,10	working 19641:1,13 19664:2 19689:6 19695:15,21
understanding 19633:10 19634:7,11 19635:2 19653:11 19669:14 19672:17 19685:23 19687:10 19689:15 19694:22 19696:2 19697:12 19698:15,18,25 19699:8 19713:25	V	wanted 19613:19 19614:12 19617:8 19625:22 19627:15 19659:10 19667:21 19682:20 19685:11 19716:3	whatnot 19661:19	world 19645:17
understood 19634:7 19691:18 19700:13	vacancies 19649:7	wanting 19683:9	Whereabouts 19640:18	worried 19685:10
unit 19611:22	vacancy 19647:11	wash 19692:2	Whomever 19627:12	worse 19614:4
unusual 19707:24 19708:3	vacation 19643:14	waste 19693:20 19710:22	wiggle 19609:7	worth 19644:1
update 19656:12,18	validity 19655:24	water 19658:1	wire 19626:6	worthless 19664:15
updated 19658:23 19659:8 19666:25	variety 19637:17	ways 19683:19	wished 19613:17	Wright 19656:19 19657:21 19665:20,23 19667:6 19672:15 19673:3
updates 19666:3	vendor 19646:6 19652:8,21 19674:24 19696:9	wearing 19658:3	witnesses 19606:10	Wright's 19613:25
upfront 19688:15	verbal 19644:17 19693:7 19699:3	webcast 19617:17	Wood 19611:4,8, 11 19612:3,7,9,25 19613:4 19616:15 19633:16,20,23 19634:2 19635:3, 6,12,14,17,21,25 19636:14,16,21, 22 19667:11,16, 17 19668:3 19670:10 19673:24 19674:4 19675:13 19676:25 19677:12 19678:14 19679:25 19694:17 19702:5,7	write 19642:10
upgrade	verbally 19660:21 19681:3	watch 19704:12	Wood's 19613:5 19616:23 19667:20	writing 19676:1, 8,11 19696:6
	viable 19643:23 19711:9 19716:16	water 19658:1	Woods 19611:18,21 19613:11	written 19611:16 19675:20 19685:16 19701:19
	view 19624:12 19629:10 19670:5 19680:3 19710:13	ways 19683:19	word 19609:8 19647:3 19685:14 19693:15	wrote 19675:18
	viewed 19707:5	weakening 19658:3		Y
	viewing 19629:8	webcast 19617:17		year 19613:12 19614:11
	Violation 19701:11,14 19703:25	Wednesday 19720:12		
	visit 19634:2 19636:1 19673:14	week 19655:10, 15 19672:20 19719:4		
	visited 19657:23			
	visual 19627:16			
	visualization 19623:7			
	visualize 19625:16			

years 19640:25
19641:4 19655:22
19656:8
19671:10,13
19694:22
19709:14
19710:17

Z

Zellers 19663:11
19707:19