
From: Sabrina Teller [mailto:STeller@rtmmlaw.com]
Sent: Monday, October 15, 2007 3:42 PM
To: Nancy Graham
Subject: NBC litigation - status update

On Monday, October 8th, I received a phone call from Malinda Dickenson of the City Attorney's office telling me that the petitioners had tendered a settlement offer. I understood from that conversation that the petitioners would be calling the other parties to also inform them of the terms of the offer. Ms. Dickenson did not tell me that the offer was intended to be kept secret from Manchester, and therefore Nancy and I believed that all parties would have to be involved in order to have a chance of success at settling the case.

The next day, October 9th, during a previously scheduled meeting with Perry Dealy to discuss the NBC project, Nancy and I also discussed the petitioners' offer, again, thinking that the petitioners had already communicated or would soon communicate the same terms to Manchester's attorneys. During the meeting with Perry Dealy, Nancy's assistant Lori Young received a message from the City Attorney's office inviting us to a meeting later that day to discuss the settlement offer. We were not informed that the list of invitees was intended to be restricted and assumed that it was a meeting with the petitioners and/or their counsel to further discuss the settlement terms, and so we mentioned it to Perry Dealy during our meeting with him.

When we arrived at the meeting, we learned from Ms. Dickenson that she had intended only to meet with City DSD staff and CCDC staff and representatives, not with the petitioners or Manchester. Perry Dealy and his attorney were asked to wait outside while we discussed the terms of the offer with Ms. Dickenson and City staff. We had no further communications with Manchester or the petitioners regarding the settlement offer.

On Tuesday, October 9, Eli Sanchez learned that the notice list used for the appeal hearing scheduled for Oct. 16th did not include the appellants themselves. Although the appellants' counsel later that day acknowledged that he had received notice from his clients, we were concerned that if the notice list had omitted these crucial parties, perhaps it had also omitted others. Therefore, we rescheduled it in order to provide additional time to research the notice list to make sure it was accurate and complete as to all interested parties. We attempted to reschedule it for the first available date by which adequate notice could be given, October 30th, but the appellants' counsel informed us he was unavailable that day. Therefore, the hearing was rescheduled to the next available meeting, on November 6th. The timing of the settlement offer and the rescheduling of the hearing was strictly coincidental. The hearing was not rescheduled in response to or because of the settlement offer.

Best,

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