

Transcript of the Testimony of:

JILL MANN

MANN

vs.

LAS BRISAS PACIFICAS, INC., et al.

October 16, 2025

Volume I



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, NORTH COUNTY REGIONAL CENTER

JILL MANN, an individual,

Plaintiff,

Case No.: 24CU015304N

vs.

LAS BRISAS PACIFICAS, INC., et al.,

Defendants.

AND RELATED CROSS-COMPLAINT

VIDEO-RECORDED DEPOSITION OF JILL MANN

OCTOBER 16, 2025

SAN DIEGO, CALIFORNIA

REPORTED BY LAUREN RAMSEYER, CSR NO. 14004

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, NORTH COUNTY REGIONAL CENTER

JILL MANN, an individual,
Plaintiff, Case No.: 24CU015304N
vs.
LAS BRISAS PACIFICAS, INC., et al.,
Defendants.

AND RELATED CROSS-COMPLAINT

VIDEO-RECORDED DEPOSITION OF JILL MANN,
commencing on Thursday, October 16, 2025, at 10:09 a.m.,
held at 7955 Raytheon Road, Suite A, San Diego,
California 92111, before Lauren Ramseyer, Certified
Shorthand Reporter, CSR No. 14004.

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I N D E X

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JILL MANN

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ALSO PRESENT: ROBIN RICHARDSON-HIBNER
(APPEARING REMOTELY)
MATEO TORRES, VIDEOGRAPHER

1 THURSDAY, OCTOBER 16, 2026, SAN DIEGO, CALIFORNIA,
2 10:09 A.M.

3
4
5 THE VIDEOGRAPHER: Good morning. We are
6 now on the record. Today's date is October 16th,
7 2025, at approximately 10:09 a.m. This is the
8 recorded video deposition of Plaintiff Jill Mann in
9 the matter of Jill Mann versus Las Brisas Pacificas,
10 Incorporated. The case number today is 24CU015304N
11 held at 7955 Raytheon Road, San Diego, California
12 92111.

13 My name is Mateo Torres from Lexitas, and
14 I'm the videographer. The California certified
15 shorthand reporter today is Lauren Ramseyer, CSR
16 No. 14004. This deposition is being recorded at all
17 times unless all counsel agree to go off the record.

18 Would all counsel present please state
19 their appearance, starting with the noticing
20 attorney.

21 MR. COMBS: Craig L. Combs for Las Brisas
22 Homeowners Association. Sorry. Go ahead.

23 MR. ALEXANDER: Vasko Alexander for
24 plaintiff.

25 THE VIDEOGRAPHER: Will the court reporter

1 please swear in the witness.

2

3

JILL MANN,

4 having first been duly sworn, was examined and testified
5 as follows:

6

EXAMINATION

7

BY MR. COMBS:

8

Q. Hello, Ms. Mann. Have you ever had your
9 deposition taken before?

10

A. No.

11

Q. Do you understand that you're testifying
12 under penalty of perjury today?

13

A. I do.

14

Q. And today I'm entitled to your best
15 testimony or -- is there any influence of drugs or
16 alcohol that might affect your ability to give me
17 your best testimony today?

18

A. No.

19

Q. Is there any other reason why you are not
20 able to give to me your best testimony today?

21

A. No.

22

Q. There's a lot of financial pressure
23 associated with this lawsuit, correct?

24

A. Yes.

25

Q. And so, despite that financial pressure,

1 I'm still entitled to the truth, the whole truth and
2 nothing by the truth.

3 You understand that, don't you?

4 A. I do.

5 Q. It's important while we're speaking --
6 you're doing a great job so far -- that we don't
7 speak over each other. I'll try not to do that to
8 you, you'll try not to do that to me, because the
9 court reporter -- they're good, but they can't type
10 what both people are saying at one time. Well,
11 sometimes they do that still. It's pretty amazing.

12 What is the highest level of formal
13 education that you've completed?

14 A. I have a bachelor of science in computer
15 science.

16 Q. Where did you get your degree?

17 A. At Clarkson, University.

18 Q. Did you use your degree in a career
19 subsequent to obtaining your degree?

20 A. I used my -- after graduating, I used my
21 degree, yes.

22 Q. Okay. And what -- did you have a career,
23 or do you have a career now?

24 A. I do have a career now.

25 Q. What is -- what do you do for work?

1 A. I work for a company calls IQVIA.

2 Q. And what do you do for them?

3 A. It's sales support.

4 Q. And where are they based?

5 A. They're in Raleigh, North Carolina.

6 Q. So you're an employee of that company?

7 A. Correct.

8 Q. And how long have you worked for them?

9 A. About 13 years.

10 Q. Do you own any other real property aside
11 from Lot 139?

12 A. I do not.

13 Q. Is Lot 139 your primary residence?

14 A. It is.

15 Q. When did you first become aware of
16 Lot 139?

17 MR. ALEXANDER: Vague.

18 BY MR. COMBS:

19 Q. When was the first time you ever became
20 aware of Lot 139?

21 A. When I was driving through the community.

22 Q. And what led you to the community?

23 A. Searching for a home to purchase.

24 Q. And where were you moving from?

25 A. An apartment in Carmel Mountain.

1 Q. And did a real estate agent bring you
2 there, or did you find it on your own?

3 A. I found it on my own.

4 Q. And when was the first time, if you
5 recall, approximately, that you set foot onto
6 Lot 139?

7 A. A few months before I purchased the
8 property, on that day that I was looking around.

9 Q. And did you have a real estate agent
10 assisting you at that point?

11 A. I was working with a real estate agent in
12 my home search.

13 Q. And you used a real estate agent and
14 broker for yourself throughout the transaction?

15 A. Correct.

16 Q. And prior to the close of escrow, did you
17 have an understanding whether the slope area behind
18 the retaining wall that's part of Lot 139 -- did you
19 understand that was part of what you were
20 purchasing?

21 MR. ALEXANDER: Assumes facts.

22 THE WITNESS: Yeah. Yeah.

23 BY MR. COMBS:

24 Q. You understood that, when you purchased
25 that property, that you would own the slope up to

1 the top of the slope?

2 A. I understood that it was deeded to the
3 lot.

4 Q. Okay. I'm going to provide you a copy of
5 part of what is Map No. 11640, San Marcos Track
6 No. 265.

7 If you want to take a look at that,
8 Counsel.

9 And you see where your lot is, Lot 139?

10 A. Yep.

11 Q. And is there any common area in this
12 portion of this map?

13 A. No.

14 MR. ALEXANDER: Calls for a legal
15 conclusion.

16 BY MR. COMBS:

17 Q. By looking at that map, can you tell me
18 what common area is adjacent to Lot 139?

19 MR. ALEXANDER: Calls for a legal
20 conclusion. Calls for speculation.

21 BY MR. COMBS:

22 Q. You can answer.

23 A. I already answered you that there is --
24 it's not common area. So that is my answer.

25 Q. Okay. So my question is whether you can

1 identify any common area that is adjacent to
2 Lot 139.

3 MR. ALEXANDER: Vague.

4 THE WITNESS: I've already answered your
5 question. If you want to rephrase it a different
6 way. I'm not sure what -- where you're going.
7 That's -- this map shows Lot 139. That's what I
8 see. And some measurements.

9 MR. COMBS: Would you please read back my
10 question to the witness.

11 (Record was read.)

12 THE WITNESS: No.

13 BY MR. COMBS:

14 Q. And is there -- to your knowledge, with
15 these lots up here, is there any part of that which
16 contains a slope?

17 MR. ALEXANDER: Vague.

18 THE WITNESS: This map doesn't show any
19 slope grades. It's just a two-dimensional diagram.

20 BY MR. COMBS:

21 Q. But your understanding, at the top of your
22 property, at the top of your slope on Lot 139,
23 beyond that, is there any further slope?

24 A. The homes that are above me, my
25 understanding is they do own a portion of the slope.

1 Q. Okay. And approximately how many feet of
2 slope do they own?

3 MR. ALEXANDER: Calls for speculation.

4 THE WITNESS: I have been told
5 approximately five or six feet.

6 BY MR. COMBS:

7 Q. With the understanding that you presently
8 have now about the nature of your ownership of the
9 slope, do you believe you were misled by any person
10 prior to the close of escrow about the extent of the
11 slope that you would be purchasing?

12 A. Can you repeat your question?

13 MR. COMBS: Can you read it back for her,
14 please.

15 (Record was read.)

16 THE WITNESS: I do not believe I was
17 purposely misled by anybody.

18 BY MR. COMBS:

19 Q. Do you believe you were negligently misled
20 by any person?

21 MR. ALEXANDER: Calls for a legal
22 conclusion.

23 THE WITNESS: I don't believe I was
24 negligently misled.

25

1 BY MR. COMBS:

2 Q. Do you believe that you were misled in any
3 way?

4 A. In what regard?

5 Q. About the extent of the slope that you
6 would be purchasing.

7 A. No.

8 Q. Okay. I'm showing to the witness and
9 counsel plaintiff's -- Plaintiff Jill Mann's
10 Responses to Special Interrogatories of Defendant
11 Las Brisas Pacificas. I'm sorry, I'm going to
12 restate that. Plaintiff Jill Mann's Supplemental
13 Responses to Special Interrogatories by Defendant
14 Las Brisas Pacificas, Inc.

15 MR. ALEXANDER: Set One.

16 MR. COMBS: Set One. Thank you, Counsel.

17 BY MR. COMBS:

18 Q. Do you recall reviewing these
19 interrogatories, Ms. Mann?

20 A. Uh-huh.

21 Q. And you recall answering these
22 interrogatories under penalty of perjury?

23 A. Yes.

24 Q. I'm going to show the witness a
25 verification page.

1 Is that your digital signature, Ms. Mann?

2 A. Yes.

3 Q. Okay. The -- I'd like you to take a look
4 at Special Interrogatory No. 3.

5 A. Yes.

6 Q. Okay. The question is, "Do you contend
7 that any portion of Lot 139 is common area?"

8 Do you see your response there?

9 A. Yes, I do.

10 Q. What is your response?

11 A. The response is "no."

12 Q. Underneath that, it says "Responding party
13 has not completed her investigation or discovery in
14 this matter, and therefore, reserves the right to
15 supplement this response in accordance with the
16 California Code of Civil Procedure."

17 Do you expect that any further
18 investigation or discovery will reveal that no part
19 of Lot 139 -- that any part of lot 139 is common
20 area?

21 MR. ALEXANDER: Calls to reveal
22 attorney-client communications. So on that ground,
23 I'm going to instruct her not to answer with respect
24 to any communications she has obtained by my office,
25 or any other counsel, for that matter.

1 MR. COMBS: Thank you for that, Counsel.

2 BY MR. COMBS:

3 Q. And that's a great note going forward.
4 Whenever I ask you a question, I'm never asking you
5 what you've discussed with your attorneys. I'm --
6 whenever I ask you a question, I do not ever want
7 you to tell me a discussion you've had with your
8 attorney, just to be clear. I never want to know
9 that.

10 Okay. So we have the understanding right
11 now that Lot 139 -- no part of it is common area,
12 correct?

13 A. Correct.

14 Q. So I'd like you to turn to Special
15 Interrogatory No. 8.

16 A. Okay.

17 Q. Okay. Go ahead and read the question.

18 A. "State all facts which support your
19 contention that the French drains on Lot 139 were
20 installed by the Association."

21 Q. Okay. So your supplemental response to
22 Special Interrogatory No. 8 -- and you see there's a
23 lot of objections there, right? Or an objection, I
24 assume that your attorney came up with, not you.

25 Have you read through that objection

1 before?

2 MR. ALEXANDER: Counsel, these are
3 objections that are lodged. I don't know what
4 you're driving at with this, but if you want to meet
5 and confer on the objections, we can do that. And
6 we have been doing this.

7 So if you're going to be asking her about
8 the objections, I'm going to ask her not to answer
9 on attorney-client privilege there. With respect to
10 a substantive answer, you can ask her about that.

11 MR. COMBS: Okay. Counsel, you've
12 asserted -- inserted the same identical boilerplate
13 objection to every single interrogatory, special
14 interrogatory, request for admission, all the
15 initial disclosures, the same exact objection. And
16 I just want to know if Ms. Mann has read that
17 objection before.

18 MR. ALEXANDER: You have already asked her
19 whether she has read the responses and whether she
20 has signed the verification.

21 MR. COMBS: Okay.

22 MR. ALEXANDER: I think you have your
23 answer. And this is harassing at this point.

24 MR. COMBS: It's harassing? You know,
25 Counsel, I'm moving for sanctions, as you know, for

1 the assertion of the same identical boilerplate
2 objection. And the Court is going to want to know
3 whether those sanctions should be levied against
4 Ms. Mann or against your firm.

5 So I'm going to ask Ms. Mann whether or
6 not she's read the objection. That's the question.
7 Okay?

8 MR. ALEXANDER: And you have your answer
9 already.

10 MR. COMBS: No, I don't.

11 MR. ALEXANDER: You asked her, as an
12 initial question, whether she had read the responses
13 and whether those are her verifications.

14 MR. COMBS: Okay. So I'm going to ask one
15 more time.

16 BY MR. COMBS:

17 Q. Ms. Mann, have you read the objection in
18 its entirety that has been asserted under your
19 response to Supplementary Interrogatory Response
20 No. 8?

21 A. I have read the -- this document.

22 Q. Does that include that objection?

23 A. Yeah.

24 Q. So you've read the entirety of this
25 objection before?

1 A. I have read it.

2 MR. ALEXANDER: How many times is she
3 going to respond to you that she has read the
4 entirety of the document. The entirety of the
5 document, by its definition, includes the
6 objections, Counsel. This is asked and answered,
7 and this is harassing. I'm going to move for a
8 protective order here.

9 BY MR. COMBS:

10 Q. As to the supplemental response, the
11 substance of it, to Special Interrogatory No. 8, you
12 wrote, "Responding party is informed and believes
13 and basis" -- "and based thereon alleges that the
14 Association installed and maintained an irrigation
15 system on the slope behind Lot 139."

16 Is there an irrigation on the slope behind
17 Lot 139?

18 A. It's behind the retaining wall on Lot 139.

19 Q. So it's not behind the slope on Lot 139?

20 A. It's on the slope of Lot 139.

21 Q. Okay. But is it behind the slope? It
22 says "on the slope" --

23 A. Yeah. The whole -- the whole behind the
24 retaining wall is all slope. So yeah.

25 Q. But what it says is "on the slope behind

1 Lot 139." Okay.

2 Is there an irrigation slope behind
3 Lot 139?

4 A. It's on the slope, so -- the word might be
5 better fitting to say "on 139." That can be revised
6 or whatever. I don't know how this stuff works.

7 Most homeowners don't think of --

8 Q. There's no question pending. Thank you.

9 A. Sure.

10 Q. Okay. On Special Interrogatory No. 11 --
11 can you turn to that, please?

12 A. It's right here.

13 Q. Okay. The question is, "Describe all
14 efforts, if any, that you made prior to the
15 incident" -- and when we refer to "incident," we're
16 referring to the slope failure.

17 Do we understand?

18 A. Uh-huh. Sure.

19 Q. -- "prior to the incident to inspect the
20 French drains on Lot 139."

21 So prior to the incident, what efforts did
22 you make to inspect the French drains on Lot 139?

23 MR. ALEXANDER: Assumes facts not in
24 evidence.

25 THE WITNESS: I didn't know they even

1 existed.

2 BY MR. COMBS:

3 Q. When was the first time you became aware
4 that the French drains existed?

5 A. After the incident, when I called two
6 owners before to see if she knew anything about the
7 lot, the slope.

8 Q. Were the French drains observable and you
9 just didn't know they were there, or were they
10 hidden?

11 A. A French drain is under the ground, so you
12 can't see it.

13 Q. Okay. So you weren't aware that there
14 were any French drains until -- what triggered you
15 to look for them?

16 MR. ALEXANDER: Asked and answered.

17 THE WITNESS: I didn't -- nothing
18 triggered me to look for them. As I said, I called
19 the prior owner, with whom I had had some
20 conversations before, and asked her if she had ever
21 had an issue on the slope behind the -- I would say
22 behind her house, but we're calling -- you know,
23 behind her wall.

24 And that's -- she explained to me about
25 this drain and problems that she had had on -- with

1 water on the slope.

2 BY MR. COMBS:

3 Q. And you reached out to her after the
4 incident; is that correct?

5 A. About the incident, yes.

6 Q. And part of the response to Special
7 Interrogatory No. 8, you -- do you see where it
8 says, "The French drains were located outside the
9 enclosed portion of Lot 139"?

10 A. No. 8 or 11? Where are we now?

11 Q. Oh, I'm sorry. No. 11.

12 A. Yep.

13 Q. Okay. What do you mean by "outside the
14 enclosed portion of Lot 139"?

15 A. Behind the retaining wall.

16 Q. Okay. So when we're talking about the
17 enclosed portion, we're always talking about what's
18 on this side, the home side of the retaining wall
19 and what's on the -- versus what's on the slope side
20 of the retaining wall; is that correct?

21 A. Yeah. That's fair. Uh-huh.

22 Q. Okay. What efforts did you make to convey
23 to the Association the condition of the French drain
24 on Lot 139 prior to the incident?

25 A. I did not make any because I did not know

1 it existed. And the HOA performed all maintenance
2 on the slope. Therefore, between the two items,
3 there was nothing to say.

4 Q. Turning to Special Interrogatory No. 14.

5 A. Uh-huh.

6 Q. You wrote, "That slope area" -- in your
7 supplemental response to Special Interrogatory
8 No. 14, you write, "That slope area is inaccessible
9 from within the lot, can only be accessed via
10 HOA-controlled land, and has been treated by the HOA
11 as a maintenance area under the CC&Rs."

12 So where is the HOA-controlled land?

13 A. Well, the slopes typically have been
14 HOA-controlled. They don't -- my understanding,
15 from the short time that I lived there, was you stay
16 off the slope. You don't go on it, you don't do
17 anything to it, you don't plant it, you don't touch
18 it. So...

19 Q. Prior to the incident, were there ever HOA
20 landscapers working on the slope?

21 A. Yes.

22 Q. And how would they access it, do you know?

23 MR. ALEXANDER: Calls for speculation.

24 THE WITNESS: Various ways.

25

1 BY MR. COMBS:

2 Q. Would they come in through your gate?

3 A. Not -- sometimes. Sometimes. Sometimes.

4 Q. And would you get notice ahead of time
5 that people -- landscape workers or other
6 contractors were going to access your gate --

7 A. No.

8 Q. -- before going on the slope?

9 A. No.

10 MR. ALEXANDER: Wait for him to finish
11 his --

12 THE WITNESS: Right. Correct. Thank you.

13 BY MR. COMBS:

14 Q. Okay. Go ahead and turn to Special
15 Interrogatory No. 18.

16 A. Eighteen?

17 Q. Yes, 18.

18 A. Okay.

19 Q. Okay. The question in Special
20 Interrogatory No. 18 was, "Describe all documents
21 which support your contention the slope remains in
22 subpar and dangerous condition, as you allege in the
23 complaint."

24 And you write, "The slope behind 139
25 remains in subpar and dangerous condition."

1 So is that an accurate statement, that the
2 slope behind Lot 139 remains in subpar and dangerous
3 condition?

4 MR. ALEXANDER: Calls for expert opinion.

5 THE WITNESS: I think -- I think -- I
6 think what you're getting at is that behind versus
7 the actual content of subpar and dangerous; is that
8 correct?

9 MR. COMBS: Can you read the question back
10 for her, please?

11 (Record was read.)

12 THE WITNESS: The slope behind the
13 retaining wall on Lot 139, yes, I believe it is in
14 subpar and dangerous condition.

15 MR. COMBS: Okay. Objection. Move to
16 strike. The question is whether -- is there any
17 slope behind Lot 139?

18 THE WITNESS: The slope -- the slope is
19 behind -- I thought we already went through this.
20 And we would be happy to replace the word "behind."
21 The slope on Lot 139 behind the retaining wall.

22 BY MR. COMBS:

23 Q. Okay.

24 A. So I think we're clear on that, but we can
25 keep going at it if you want.

1 Q. I'm not clear at all because first you
2 said that you read through the entirety of the
3 responses to the special interrogatories and that
4 you signed them under penalty of perjury. And now
5 I'm asking questions about them, and you are wanting
6 to change what they say.

7 MR. ALEXANDER: Counsel, she's providing
8 clarification. And this is harassment now. You
9 know, you have her sitting here in deposition.
10 She's providing clarification.

11 The slope is on Lot 139. It's behind the
12 retaining wall. She has stated that for the record.
13 What else do you want from her? What is this gotcha
14 that you're trying to do? She's clarifying.

15 MR. COMBS: Okay. I want to go through,
16 and I'm going to go through, her responses to her
17 interrogatories.

18 MR. ALEXANDER: Then go through her
19 responses. But she's providing clarification.
20 You're harassing her with the same questions.

21 MR. COMBS: I -- respectfully, I'm quite
22 sure the Court will not find this to be a harassing
23 line of communication. She's -- she is stating what
24 is in her verified responses is inaccurate. And I'm
25 laying a record of that.

1 And we're going to go through each one,
2 and we're going to clarify each interrogatory. I'm
3 not just going to give some sort of blanket
4 clarification. And that's not even been made clear
5 on the record yet.

6 So you can object, but I'm going to expect
7 her to answer truthfully.

8 MR. ALEXANDER: Which she has been doing,
9 and providing you clarification, Counsel. This is
10 the purpose of the deposition.

11 MR. COMBS: Well --

12 MR. ALEXANDER: Correct?

13 BY MR. COMBS:

14 Q. So --

15 MR. ALEXANDER: If you have a substantive
16 question, keep asking her.

17 MR. COMBS: You keep interrupting me,
18 Counsel. So I'm going to --

19 MR. ALEXANDER: Well --

20 MR. COMBS: I'm going to ask you not to do
21 that. If you have an objection, make your
22 objection, and then she's going to answer the
23 question.

24 MR. ALEXANDER: I'm making my objections,
25 Counsel.

1 BY MR. COMBS:

2 Q. Okay. So can we go back to the original
3 question? It's yes or no.

4 A. The answer is "yes." It is -- the answer
5 is "yes." I believe the slope on Lot 139, behind
6 the retaining wall, remains in subpar and dangerous
7 condition. That is my answer.

8 We have reserved the right to supplement
9 this response, and we can do that to add further
10 clarification, if that would be beneficial to you.

11 Q. Is the following statement accurate, yes
12 or no? The slope behind Lot 139 remains in subpar
13 and dangerous condition?

14 MR. ALEXANDER: Counsel, she just asked
15 and answered that question.

16 MR. COMBS: No. She answered a different
17 question. She answered her own question.

18 BY MR. COMBS:

19 Q. So I'm going to require an answer to this
20 question, which I still have not gotten. And if you
21 need the --

22 A. My answer is "yes, it is." Because -- the
23 answer is "yes," so that we can -- you know, the
24 spirit of wanting to get to a lot of content today,
25 I think we should move on.

1 There is a portion -- so my answer is
2 "yes." Because there is a portion above what I own,
3 and that's in subpar dangerous condition, I believe.
4 So the answer is "yes." And I'm happy -- we are
5 happy to supplement the response and add -- I have
6 not perjured myself. I believe I've -- just so --

7 MR. ALEXANDER: That's -- that's enough.

8 BY MR. COMBS:

9 Q. What is the basis for your belief that the
10 slope which is behind Lot 139 is in subpar and
11 dangerous condition?

12 MR. ALEXANDER: Calls for expert opinion.

13 You can answer to the extent that it is
14 information you did not receive from my office.

15 THE WITNESS: I would need to talk to my
16 expert and have further information from my
17 attorney's office that I do not have yet.

18 MR. ALEXANDER: You're calling for an
19 expert disclosure with that question, which is part
20 of the objections.

21 BY MR. COMBS:

22 Q. If you can go to Special Interrogatory
23 No. 23. And go ahead. You can just read that
24 question to yourself.

25 And then turn to the Supplemental Response

1 to Special Interrogatory No. 23, after the
2 boilerplate objections. And the first line of what
3 I see is your substantive response is, "The French
4 drain behind Lot 139 was installed in 2019, without
5 any request from the homeowner and without any
6 communication from the Association seeking input,
7 consent, collaboration, regarding the project."

8 So is your response to that Interrogatory
9 No. 23 accurate?

10 A. We're going in circles here, which is
11 fine.

12 I believe that we would supplement this
13 response to tweak the word "behind" because my
14 feeling when this was answered was I think of my lot
15 as within the retaining wall, what's happened within
16 the retaining wall, what's happened beyond the
17 retaining wall. The French drain is behind the
18 retaining wall.

19 Q. So this response is not accurate, is it?

20 MR. ALEXANDER: Counsel, that's
21 argumentative. You want to take it to the Court, we
22 can take it to the Court. She has provided you with
23 clarification what she means by "behind Lot 139."

24 BY MR. COMBS:

25 Q. Okay. You can answer.

1 A. Yeah, it's accurate. It's accurate. In
2 my mind when I wrote it, how I was perceiving
3 things, it is accurate. Happy to -- again, because
4 we've reserved the right to supplement, happy to add
5 clarification. But we both know, yeah, where the
6 French drain sits, and it's on 139. And it was
7 installed by the Association in 2019 without -- it
8 was -- yeah.

9 Q. But you understand that, when you give
10 written responses to discovery requests, that people
11 are entitled to rely upon what's written in the
12 response, not what's in your mind, correct?

13 A. Correct.

14 Q. If you'll turn to Special Interrogatory
15 No. 24. And you can read that to yourself. And let
16 me know when you're done.

17 Okay. Then turn to the first substantive
18 sentence in your response to Special Interrogatory
19 No. 24. And if you can read that to yourself, the
20 first sentence.

21 Is your response to Special Interrogatory
22 No. 24 accurate?

23 A. Yes. Again, it's the same answer as the
24 last question.

25 Q. Well, the --

1 Her testimony was just provided to you.

2 MR. COMBS: Objection. Move to strike.

3 It's a yes-or-no question.

4 BY MR. COMBS:

5 Q. Can you please answer the question.

6 MR. ALEXANDER: She answered your
7 question.

8 MR. COMBS: No. She posed a new question,
9 and then answered that.

10 MR. ALEXANDER: That is incorrect. And
11 the record speaks for that.

12 MR. COMBS: I've not received an answer to
13 my question as it pertains to this interrogatory.
14 I'm going to ask the court reporter to read it back
15 again, and to have a yes-or-no answer to that
16 question.

17 The court reporter, can you please read it
18 back.

19 (Record was read.)

20 THE WITNESS: Yes.

21 BY MR. COMBS:

22 Q. So there's --

23 A. You want a "yes" or "no." I'm doing the
24 best I can.

25 Q. So, according to your testimony, yes,

1 right now, there is a French drain behind Lot 139;
2 is that correct?

3 MR. ALEXANDER: That is not her testimony,
4 Counsel.

5 MR. COMBS: I'm asking the witness, not
6 counsel.

7 BY MR. COMBS:

8 Q. Is there a French drain behind Lot 139,
9 yes or no?

10 MR. ALEXANDER: It's not a "yes" or "no."
11 She cannot provide you with a yes-or-no question --
12 answer. The way you're phrasing the question -- and
13 it's assuming facts not in evidence. She's trying
14 to provide you with clarification, and you're not
15 allowing her to do that.

16 The purpose of this deposition is to get
17 to the truth, as you stated, correct? And she's
18 trying to provide you with clarification as to her
19 answer here. And you're not allowing her. This is
20 not cross-examination at trial. This is a
21 deposition.

22 MR. COMBS: Can you read back my question,
23 please.

24 (Record was read.)

25 MR. ALEXANDER: That you know of.

1 THE WITNESS: There might be. How about
2 that? You want -- behind Lot 139. It is behind,
3 sure. It's behind. It's on, and it's behind. It's
4 in the back. It's behind the wall.

5 Craig, Mr. Combs, you are looking for a
6 "yes" or "no," and to me, it is not a yes-or-no
7 question. That is -- I've answered the question to
8 the best of my ability.

9 BY MR. COMBS:

10 Q. Ms. Mann, at the beginning of the
11 deposition, we went over the boundaries of your lot
12 line, Lot 139.

13 Do you remember that?

14 A. Yeah.

15 Q. And we -- we saw how the -- Lot 139
16 extends to the top of the slope; is that correct?

17 MR. ALEXANDER: Misstates prior testimony.

18 BY MR. COMBS:

19 Q. Includes most of the slope; is that fair
20 to say?

21 A. Can you -- you said a few things together,
22 so I'm not sure what your question is.

23 Q. Sure. Fair.

24 When we began this deposition, we took a
25 look at Track Map No. 11640 of San Marcos Track

1 No. 265.

2 Do you recall that?

3 A. Uh-huh.

4 Q. And we saw and identified where Lot 139 is
5 within that map, correct?

6 A. Yeah.

7 Q. And would you admit that this is the
8 boundary where I'm pointing to of your Lot 139?

9 MR. ALEXANDER: Calls for an expert
10 opinion. Calls for speculation.

11 BY MR. COMBS:

12 Q. You can answer.

13 A. I see on that track map where you've
14 highlighted 139, which is where my house is.

15 Q. Okay. So behind Lot 139 would mean beyond
16 this boundary, right?

17 A. Possibly. When you -- you say "behind
18 your house," behind your house, behind my house,
19 could be in my backyard. It's a play on words. So
20 we all know where the French drain sits. So I hope
21 that we can get to the real content here. We know
22 where the French drain sits. I've told you. It is
23 behind the retaining wall on the slope behind my
24 house, beyond the patio, beyond the retaining wall.
25 Behind the retaining wall.

1 So, again -- I'm going to say it again.
2 If you would like, we -- I can clarify this. I did
3 not perjure myself when I wrote this. I reserve the
4 right -- I can supplement it. I'm more than happy
5 to do that.

6 MR. ALEXANDER: Jill, you don't need to
7 argue with him here.

8 You have your answer, Counsel.

9 BY MR. COMBS:

10 Q. Is there a French drain behind Lot 139?
11 You can say "yes," "no," or "I don't know."

12 A. On this track map, above the line, above
13 where you highlighted 139, in that area, I can't
14 answer if there is a French drain up there.

15 Q. Okay.

16 A. It's not my lot above. I can't answer
17 that "yes" or "no." Because I don't know what sits
18 under the ground on the houses above me or the slope
19 above the property that's deeded to me.

20 Q. So we can say that, wherever you have
21 stated in your special interrogatory that there was
22 a -- that there was a French drain behind Lot 139,
23 do you -- that's an inaccurate response; is that
24 true?

25 MR. ALEXANDER: Misstates prior testimony.

1 It's argumentative and harassing. I'm going to move
2 for a protective order on that point. She tried to
3 clarify her response and gave you an answer. And
4 she has answered your questions. But this is
5 harassing now.

6 And what you represented on the record a
7 minute ago was that you're going to ask each
8 individual question. You're not going to -- for
9 each individual interrogatory, and you're not going
10 to make broad definitions on any of this. And now
11 you're doing exactly that.

12 So if you want to move to compel with the
13 Court, we can take it there. But she's here giving
14 you her testimony, and these gotcha comments that
15 your questions -- you're trying to take out of her
16 are just not going to fly, okay?

17 We can go to the Court, and I'm seeking a
18 protective order on this, and you can seek your
19 motion to compel. She's here providing you her
20 testimony, Counsel.

21 MR. COMBS: Counsel, you are the one that
22 is seeming to want to testify here. Okay? You're
23 interrupting her while she's responding.

24 MR. ALEXANDER: You're harassing my
25 client.

1 MR. COMBS: If you want to make
2 objections --

3 MR. ALEXANDER: You're harassing my
4 client.

5 MR. COMBS: Asking her questions about her
6 interrogatory responses is not harassing.

7 MR. ALEXANDER: When she's providing you
8 straightforward responses -- and your
9 dissatisfaction with those responses are your own
10 problem. You can take those to the Court. But
11 she's providing you with straightforward responses
12 here. And she's obligated to doing, as she has been
13 doing.

14 MR. COMBS: I respectfully disagree that
15 they are straightforward.

16 MR. ALEXANDER: Okay. We can take it to
17 the Court, then. You can continue with your
18 deposition.

19 BY MR. COMBS:

20 Q. Okay. Let's turn to Special Interrogatory
21 No. 40. The question under Special Interrogatory
22 No. 40 is, "Why did you not make repairs to the
23 slope after the incident?"

24 And in your supplemental response to
25 Special Interrogatory No. 40, you wrote, "The slope

1 is common area under the Association's governing
2 documents."

3 Do you see where you responded with that
4 statement?

5 A. Yep.

6 Q. Okay. So previously, under Interrogatory
7 No. 3, you had stated that Lot 139 was not common
8 area, correct?

9 A. Yep.

10 Q. So how do you reconcile the clear
11 statement that Lot 139, no part of it is common
12 area, with your response here that the slope is
13 common area?

14 A. It's treated as common area. It has been
15 treated as common area. So that -- in the slew of
16 answering all of this, it is probably -- I can't
17 recall what my head was thinking at the time. But
18 it is --

19 MR. ALEXANDER: You've answered the
20 question.

21 THE WITNESS: Yeah.

22 BY MR. COMBS:

23 Q. Is the slope common area under the
24 Association's governing documents?

25 MR. ALEXANDER: Calls for a legal

1 conclusion.

2 THE WITNESS: The slope is not true common
3 area. It's not -- the slope is deeded to me. It is
4 not true common area.

5 BY MR. COMBS:

6 Q. Is it any kind of common area?

7 MR. ALEXANDER: Vague. Calls for a legal
8 conclusion.

9 THE WITNESS: Yeah. I -- that is the -- I
10 believe that the slope is an easement because it has
11 been, in a sense, taken over by the HOA, maintained.
12 We have been told to stay off it, not do anything
13 with it. So it -- yeah. So there you go.

14 BY MR. COMBS:

15 Q. Is it an accurate statement to say that
16 the slope is common area under the Association's
17 governing documents?

18 MR. ALEXANDER: Calls for a legal
19 conclusion.

20 THE WITNESS: I think that's gray. It's a
21 little gray. I'm not -- I'm not sure. It's
22 not true -- in my mind, it's not a true common area.
23 So...

24 BY MR. COMBS:

25 Q. What other kind of common area could there

1 be besides true common area?

2 A. Area -- an easement where the HOA, in a
3 sense, owns -- takes control of the -- the area.
4 Takes control of the area. Which they have.

5 Q. Okay. Further along in your response to
6 Interrogatory No. 40, you write, "Responding party
7 lacks authority to perform structural work on
8 Association common area without Association approval
9 and permits. The Association did not authorize
10 responding party to undertake such repairs."

11 Did you ever seek any authorization to
12 make any repairs on the slope after the incident?

13 A. When I was notified by the HOA that there
14 was an issue, I was told it was HOA business.

15 MR. COMBS: Objection. Move to strike.

16 Will the court reporter please read back
17 the question for the witness.

18 (Record was read.)

19 MR. ALEXANDER: Outside of mediation
20 privilege.

21 THE WITNESS: Are we -- so we are talking
22 about what happened in mediation or not?

23 BY MR. COMBS:

24 Q. No, we're not talking about what happened
25 after mediation.

1 MR. ALEXANDER: He's trying to do a gotcha
2 on all that.

3 THE WITNESS: Uh-huh. Yeah, I figured.

4 No, I didn't need do, because the HOA was
5 taking responsibility. So the answer is "no,"
6 because the HOA was taking responsibility.

7 BY MR. COMBS:

8 Q. The question in Special Interrogatory
9 No. 40 was, "Why did you not make repairs to the
10 slope after the incident?"

11 And your response was, in part,
12 "responding party lacks authority to perform
13 structural work on Association common area without
14 Association approval and permits."

15 And that is one of the reasons you gave
16 for not making repairs, correct?

17 A. The HOA -- Paul Elsesser told me it was
18 HOA business. I was not asked to do anything. I
19 was told it was HOA business, and -- and the HOA
20 took control of the situation. So I did not need to
21 request to do repairs or -- and such.

22 MR. COMBS: Okay. I'm going to show to
23 the witness and counsel a letter from Wasserman
24 Kornheiser Combs dated July 11, 2023, and directed
25 to Jill Mann.

1 BY MR. COMBS:

2 Q. Go ahead and just take a few minutes to
3 review. Not the entire geotech report, but we're
4 just going to look at the substance of the letter.

5 THE REPORTER: Counsel, are you marking
6 these two documents?

7 MR. COMBS: I'm not marking any exhibits.
8 I'm not a big exhibit guy. It just makes the
9 transcript more expensive, for the most part.

10 BY MR. COMBS:

11 Q. Have you seen that letter before?

12 A. Yep, I certainly have.

13 Q. And where it goes into the -- take a look
14 at the bottom of page 2. It says, "Since the slope
15 in question is not common area and is not otherwise
16 set forth as an Association-maintained area, it is
17 the responsibility of the lot owner."

18 And you would agree today that the slope
19 in question was not common area, correct?

20 A. Correct.

21 Q. And is there anywhere in the Association's
22 CC&Rs that you can point to to make that slope area
23 the responsibility of the Association?

24 MR. ALEXANDER: Calls for a legal
25 conclusion.

1 THE WITNESS: There are facts at play in
2 this situation that I believe implicate the HOA
3 being negligent by breaking my slope. It doesn't
4 matter if it's common area or deeded to me.

5 MR. COMBS: Objection. Nonresponsive.
6 Move to strike.

7 Will the court reporter please read back
8 the question.

9 (Record was read.)

10 MR. ALEXANDER: Again, calls for a legal
11 conclusion.

12 THE WITNESS: Not that it would make it
13 common area. So I would say "no." There are -- and
14 I would have to look at the CC&Rs. I believe -- and
15 I don't recall what section it is -- there is
16 something in there that does indicate to me that the
17 lots on the slopes are the responsibility of the
18 Association. I'm trying to think. It's -- I don't
19 recall the section.

20 BY MR. COMBS:

21 Q. If you want to take a moment to find it.

22 MR. COMBS: I've handed the witness a copy
23 of the original CC&Rs for Las Brisas, as well as, in
24 the back, a recorded supplementary declaration --
25 excuse me, amendment to the declaration.

1 MR. ALEXANDER: And for the record, the
2 amendment is dated 2025. August 12, 2025.

3 Are you marking this as an exhibit?

4 MR. COMBS: No, I'm not.

5 THE WITNESS: Six -- let's see here.

6 6.14. 6.14. Do you want me to read it? Would that
7 be helpful?

8 BY MR. COMBS:

9 Q. Sure.

10 A. "The owner shall permit free access by
11 owners of adjacent adjoining lots and the
12 Association to slopes and drainageways located on
13 such owner's property when such access is essential
14 for the maintenance of permanent stabilization on
15 said slopes or maintenance of the drainage
16 facilities for the protection and use of property
17 other than on the lot which the slopes or
18 drainageway is located."

19 To me that indicates that the HOA
20 maintains and is responsible for the slopes for
21 their stabilization, and we, as homeowners, allow
22 them free access to do their thing. That's my
23 feeling. And I have abided by that and allowed the
24 HOA access.

25 MR. ALEXANDER: Counsel, we've been going

1 for about an hour. Let's take a ten-minute break.

2 MR. COMBS: Sure. We can go off the
3 record.

4 THE VIDEOGRAPHER: Okay. Going off the
5 record at approximately 11:09 a.m.

6 (Recess.)

7 THE VIDEOGRAPHER: We are back on the
8 record at approximately 11:19 a.m.

9 BY MR. COMBS:

10 Q. So going back to your response -- your
11 Supplemental Response to Special Interrogatory
12 No. 40. Again, the question was, "Why did you not
13 make repairs to the slope after the incident?"

14 And we understand the slope is the slope
15 on Lot 139, and the incident is when the slope
16 failure occurred.

17 Your response in part was, "Responding
18 party lacks authority to perform structural work on
19 Association common area."

20 We've already established that no part of
21 Lot 139 is common area, correct?

22 A. That's correct.

23 Q. Now, going back to the letter from
24 Patricia Jones.

25 Do you have that in front of you?

1 A. Yeah.

2 Q. Okay. And then if you take a look on
3 page 3, at the top.

4 A. Yep.

5 Q. It says "request to repair."

6 A. Yep.

7 Q. So isn't it true that, in this letter
8 dated July 11, 2023, the Association, through
9 counsel, requested from you that you make repairs to
10 the slope on Lot 139?

11 MR. ALEXANDER: Argumentative. Calls for
12 a legal conclusion. Leading. Assumes facts not in
13 evidence.

14 You may answer.

15 THE WITNESS: On July 11th, your office
16 did write me that letter.

17 BY MR. COMBS:

18 Q. And it's fairly construed as a request
19 that you make the repairs to Lot 139 at your own
20 cost and expense; is that fair to say?

21 MR. ALEXANDER: Same objections.

22 THE WITNESS: On July 11th?

23 BY MR. COMBS:

24 Q. Yes, through this letter.

25 A. On July 11th, yes.

1 Q. 2023.

2 A. Correct.

3 Q. So the Association did make a request to
4 you to make repairs on your slope.

5 But you did not make any repairs to your
6 slope, did you?

7 MR. ALEXANDER: Argumentative.

8 THE WITNESS: The HOA had taken
9 responsibility after the incident, and I abided by
10 what was requested of me at that point.

11 THE VIDEOGRAPHER: Excuse me, Counsel.

12 MR. COMBS: We good now?

13 Objection. Nonresponsive.

14 Could you please read back the question.

15 (Record was read.)

16 MR. ALEXANDER: Same objections. Vague.

17 You can answer.

18 THE WITNESS: I did not. I did -- I
19 was -- no. I did not at that time, no. That's
20 correct.

21 BY MR. COMBS:

22 Q. And at the bottom of that letter,
23 "Conclusion," it says, "In sum, you are responsible
24 to repair the slope on your lot, and the Board
25 requests that you arrange to have the repairs made

1 as soon as is practicable."

2 So from that point at least, on July 11,
3 2023, you were aware that the Association expected
4 you to make the repairs on your slope; is that fair
5 to say?

6 A. I -- it is fair to say --

7 MR. ALEXANDER: Vague.

8 THE WITNESS: Yeah. I will try to answer
9 the question, Mr. Combs, as best I can.

10 On July 11th, when that letter came, as
11 stated, the HOA was requesting that. That is a true
12 statement. It's written in the letter they
13 requested it.

14 BY MR. COMBS:

15 Q. At any time since July 11, 2023, has the
16 board or the Association said that the slope is the
17 Association's legal responsibility?

18 MR. ALEXANDER: Vague. Said to whom?

19 BY MR. COMBS:

20 Q. Okay. Fair. I'll reframe. Strike that
21 previous question.

22 Has -- since July 11, 2023, has the
23 Association represented to you that it has a legal
24 responsibility to maintain the integrity of the
25 slope so that it does not fail?

1 A. The -- the Association believes they're
2 not legally responsible. And that's why we're here,
3 because I feel differently. Due to other factors,
4 they are responsible. So that's why we're here,
5 yeah. Uh-huh.

6 Q. Other than Section 6.14 of the CC&Rs, is
7 there any other section of the CC&Rs which you
8 contend would make the Association responsible for
9 the maintenance of the slope on Lot 139?

10 MR. ALEXANDER: Calls for a legal
11 conclusion.

12 THE WITNESS: I don't recall right now.
13 It's a big document. I'd have to -- yeah.

14 BY MR. COMBS:

15 Q. In response to -- strike that.

16 After the incident, have you read through
17 the CC&Rs to look for sections to the CC&Rs which
18 would ascribe responsibility to the slope on Lot 139
19 to the Association?

20 A. I haven't read through them in a while.

21 MR. COMBS: Objection. Nonresponsive.
22 Move to strike.

23 Will the court reporter please read back
24 the question.

25 (Record was read.)

1 THE WITNESS: Yes.

2 BY MR. COMBS:

3 Q. How -- how many times, approximately, have
4 you looked through the CC&Rs to identify a provision
5 where the Association might be responsible for the
6 slope on your lot?

7 A. That's -- it's been two years. I don't
8 have -- I would be guessing at a number.

9 Q. Okay. I don't want you to guess.

10 But fair to say, after the incident
11 occurred, you looked through the CC&Rs and tried to
12 identify a section that would make the Association
13 responsible for the slope. And so far, we've picked
14 out Section 6.14 as a section that you contend would
15 make the association at least somehow responsible
16 for the slope.

17 Any other section of the CC&Rs that you're
18 aware of which would possibly make the Association
19 responsible for the slope on Lot 139?

20 MR. ALEXANDER: Asked and answered. She
21 said she doesn't recall.

22 THE WITNESS: Yeah, I don't recall. It's
23 been a while.

24 BY MR. COMBS:

25 Q. Okay. When was the last time you looked

1 at the CC&Rs, approximately, before today?

2 A. I looked at them briefly yesterday.

3 Briefly.

4 Q. Why did you look at them?

5 A. To spend a few minutes to refresh my
6 memory because we had a deposition today.

7 Q. That's a fair answer.

8 Again, going back to Special Interrogatory
9 No. 40, which asked, "Why did you not make repairs
10 to the slope after the incident," part of your
11 response was, "The nature of the work (geotechnical
12 investigation, design and remediation) requires
13 Association control, engineering, and municipal
14 permitting that a homeowner cannot lawfully obtain
15 or perform on Association-owned common area."

16 Do you see where you wrote that?

17 A. Yes.

18 Q. That's not a reason for you to not make
19 repairs to your slope, is it?

20 MR. ALEXANDER: Argumentative.

21 THE WITNESS: Happy to supplement and add
22 further detail for you, for the case, for the -- for
23 this.

24 MR. COMBS: Objection. Nonresponsive.

25 Move to strike.

1 Will the court reporter please read back
2 the question.

3 (Record was read.)

4 MR. ALEXANDER: Same objection. It's
5 argumentative. Harassing.

6 That's your opinion, Counsel. Calls for
7 expert opinion.

8 BY MR. COMBS:

9 Q. You can answer.

10 A. Can you ask the question again? Because I
11 don't really know what you're asking me, what the
12 question is exactly. You read a portion of it. So
13 what is the question?

14 Q. Okay. Let's focus on that sentence that
15 starts with "the nature of the work."

16 Do you see that?

17 A. Yes, I see it.

18 Q. Okay. We're just focusing on that one
19 sentence.

20 MR. ALEXANDER: There's no question
21 pending.

22 BY MR. COMBS:

23 Q. Okay. Have you read that one sentence?

24 A. Yes.

25 Q. Okay. With that sentence in mind, I'm

1 going to ask the court reporter to read back the
2 question again.

3 (Record was read.)

4 MR. ALEXANDER: Same objections.

5 THE WITNESS: I don't believe that's --
6 this is a yes-or-no answer. I don't believe it's a
7 yes-or-no answer. That is my answer. I'm trying
8 to -- I --

9 BY MR. COMBS:

10 Q. Why is it -- go ahead. Why is it not a
11 yes-or-no answer?

12 A. It is not a yes-or-no answer because the
13 Association does require -- homeowners need to
14 obtain approval by the Association to do work on
15 slopes, change architectural things. So I believe
16 that they would need to -- that's my answer.

17 Q. But the statement here is "to perform work
18 on Association-owned common area."

19 But that's not what is it at issue when it
20 comes to the repair of your own slope, is it?

21 A. We've already gone through many, many
22 times today the common area issue. The question --
23 yeah.

24 MR. COMBS: Objection. Move to strike.
25 Nonresponsive.

1 Will the court reporter please read back
2 the last question for the witness.

3 (Record was read.)

4 MR. ALEXANDER: Same objections. Okay.

5 THE WITNESS: Well, that is actually
6 probably a true statement. A homeowner can't alter
7 a common area. So...

8 BY MR. COMBS:

9 Q. Okay. That -- that's correct.

10 A. Uh-huh.

11 Q. But making alterations to a common area
12 does not impact your repairs to your slope, does it?

13 MR. ALEXANDER: Argumentative. Calls for
14 expert opinion.

15 THE WITNESS: I believe I've answered your
16 question. So...

17 BY MR. COMBS:

18 Q. Okay. Part of the issue that we've had
19 from the very beginning, starting with the discovery
20 responses that you propounded, is this obfuscation
21 about the extent of the ownership of Lot 139.

22 And so that is part of what I'm trying to
23 clarify here. And whether it's by mistake or, you
24 know, just being too flippant in the descriptions.
25 It's very important in this case that we understand

1 what you own, what you're responsible for, why you
2 are or are not responsible for it.

3 And that's what I'm trying to get at here.
4 Because the responses in your discovery, and the
5 discovery, in fact, that you propounded on the
6 Association, have always blurred the edges of what
7 you are responsible for. So that's what I'm trying
8 to clarify for here.

9 In the beginning, you stated very clearly,
10 Lot 139, no part of it is common area. So here in
11 your other responses, you're stating that -- it
12 appears that you're stating that one of the reasons
13 you did not make repairs to the slope after the
14 incident was that a homeowner cannot lawfully obtain
15 or perform on Association-owned common area.

16 I'm trying to get clarity from you that
17 the requirement to make alterations to the
18 Association's common area is not a reason for you to
19 not repairs to your own slope. So that's generally
20 what I'm getting at. And that's why I'm asking
21 these questions. And very respectfully, I've not
22 had an answer to this question yet.

23 MR. ALEXANDER: Counsel, that -- that
24 whole explanation was a meet and confer,
25 essentially, on the record.

1 So part of the reason why there's
2 vagueness here that you perceive is because the
3 Association has treated these slopes as common area.
4 So if it's the Association's position that they're
5 not common area, we can proceed with that and then
6 provide that clarity. But the Association has been
7 maintaining and repairing these slopes from the late
8 '80s.

9 MR. COMBS: Counsel, you're testifying for
10 your client.

11 MR. ALEXANDER: No. I'm meeting and
12 conferring with you, because that's exactly what you
13 were doing.

14 MR. COMBS: So, I'm going --

15 MR. ALEXANDER: You can ask your question
16 with the assumption that the Association is not
17 making any claim to this being a common area, and
18 maybe that could clarify the line of questions a
19 little bit.

20 MR. COMBS: We already established at the
21 very beginning -- and I did that for a reason --
22 that no part of Lot 139 is common area.

23 So now I've been simply trying to get an
24 answer or a statement that an owner's -- an owner's
25 requirement to make alteration to common area is not

1 a reason for her not to make repairs to her slope.

2 MR. ALEXANDER: Well, a big problem,
3 Counsel, is that the Association is watering,
4 maintaining, planting on these slopes. So those
5 aspects of the slopes are arguably common area.
6 That's where the ambiguity comes into play.

7 MR. COMBS: Okay.

8 MR. ALEXANDER: And we have that from
9 third-party depositions as well. So that's --
10 that's the ambiguity. So she's sitting here trying
11 to provide you with the best answers she could, but
12 the control and the ownership of aspects of slopes,
13 that's where the vagueness comes in throughout this
14 entire case.

15 MR. COMBS: She gave these answers with
16 the assistance of counsel. And I just -- I'm going
17 to get clarification from her --

18 MR. ALEXANDER: No. You're trying to do
19 gotcha questions.

20 MR. COMBS: No. It's -- I'm --

21 MR. ALEXANDER: You're asking her
22 yes-or-no questions as if she's being cross-examined
23 at trial. If you were to ask her, "What do you mean
24 by that," that is a very appropriate deposition
25 question. You're asking her leading questions,

1 trying to get her in a gotcha moment, as if you're
2 in trial here.

3 MR. COMBS: If going -- if you think that
4 going through her deposition responses -- or her
5 discovery responses is a gotcha, well, I mean, I
6 don't know what to tell you then. I mean, they
7 shouldn't be a gotcha. They're her own discovery
8 responses. Look --

9 MR. ALEXANDER: You're asking her
10 yes-or-no questions, and she's trying to explain the
11 answers cannot be provided in a yes-or-no fashion.
12 And you keep cutting her off and moving to strike
13 her responses.

14 MR. COMBS: I don't think that's accurate.
15 I think I wait until she's finished, and then I move
16 to strike.

17 MR. ALEXANDER: So that's my meet and
18 confer on the issue. Please continue.

19 BY MR. COMBS:

20 Q. Okay. The last sentence of your
21 supplemental response to Interrogatory No. 40, go
22 ahead and read that to yourself.

23 Okay. Again, the question under Special
24 Interrogatory No. 40 was, "Why did you not make
25 repairs to the slope after the incident?"

1 Q. But with the letter from Association
2 counsel dated July 11, 2023, Association counsel
3 said, "Look, this is your property, and the
4 Association is not responsible for it, and you are
5 responsible for it."

6 So whatever had happened in the past, now
7 you are on notice that the Association was not
8 taking responsibility for the slope.

9 So with that in mind, and the
10 Association's position at that point on July 11,
11 2023, moving forward, why did you not, after that,
12 obtain any consultation or contractors about
13 performing slope repairs?

14 MR. ALEXANDER: Calls for a legal
15 conclusion. Calls for expert opinion. Assumes
16 facts not in evidence. Simply your office stating
17 that this is her responsibility does not make it so.
18 That's why we're in trial -- or we're going to go to
19 trial on this.

20 BY MR. COMBS:

21 Q. You can answer the question.

22 A. Just because the Association says so
23 doesn't mean it's so. Clearly, we feel differently.
24 Therefore -- period.

25

1 Q. Regardless of the correctness of
2 Association's counsel's letter of July 11th, that
3 was their position.

4 A. Uh-huh.

5 Q. So you perhaps didn't believe the position
6 of the Association counsel or it was disputed. And
7 yet, you believe that the slope posed an imminent
8 threat of harm to your property, did you not?

9 MR. ALEXANDER: Argumentative. Compound.
10 Vague. Calls for expert conclusion or opinion.

11 THE WITNESS: Any --

12 MR. ALEXANDER: To the extent you can
13 answer that without revealing attorney-client
14 communications, you can answer.

15 THE WITNESS: I believe any normal person
16 would be concerned when your home is at the bottom
17 of a slope that was having an issue.

18 BY MR. COMBS:

19 Q. And I would certainly agree with you.

20 But my question is, why -- if you were
21 concerned about slope failure, and you knew that the
22 Association was taking the position, right or wrong,
23 that the slope was your responsibility to repair,
24 why did you not retain any expert or contractor on
25 your own to make any determination about what kind

1 of repairs would be necessary?

2 MR. ALEXANDER: Compound. Argumentative.
3 Assumes facts not in evidence.

4 To the extent you can answer that without
5 revealing any attorney-client communications or
6 expert opinions, go ahead.

7 THE WITNESS: The HOA board contacts that
8 I was working with had indicated for three months
9 that they were taking charge of the project. They
10 had hired an engineer, and I was listening to what
11 they were -- the HOA's expert was saying.

12 BY MR. COMBS:

13 Q. Who was --

14 A. And that provided some comfort.

15 Q. Who was the HOA's expert, to your
16 understanding?

17 A. GeoTek.

18 Q. And who else from the Association made
19 those statements to you?

20 A. What statements?

21 Q. You said that people from the HOA were
22 telling you, to paraphrase, that the Association was
23 taking responsibility for the slope repair.

24 Did I understand you correctly?

25 A. Yeah. Yeah.

1 Q. Who were those people? I'm just looking
2 for their names.

3 A. Most of my conversations were with Paul
4 Elsesser. He was assigned -- he was on the board
5 and assigned as the slope contact, chairperson. I
6 don't know. Yeah. Yeah.

7 Q. And who --

8 A. Pretty much -- pretty much through Paul.
9 The rest of the board didn't really talk to me.

10 Q. Okay. And what did Paul say to you? You
11 don't have to give exact quotes, but just what did
12 he tell you that the Association was going to do, if
13 anything?

14 A. Well, there was lots of things he said the
15 Association was going to do. Like I said,
16 originally -- originally, he said it was HOA
17 business. They had already called an engineer to
18 come in before I even knew there was an issue.

19 Q. They had called -- okay.

20 When you say "issue," you mean the slope
21 failure, or what issue did you mean? I'm sorry. Go
22 ahead.

23 A. The incident -- there was a crack. A
24 crack on the -- a crack.

25 Q. Okay. So before you even were aware of

1 the incident, the Association had already
2 called a -- had already called GeoTek?

3 A. Correct.

4 Q. When did you first become aware of the
5 slope failure?

6 A. A day after. A day or two after it
7 happened. I wasn't there. I was in Massachusetts.

8 Q. So the Association had called the --
9 called GeoTek within a day; is that true?

10 MR. ALEXANDER: Calls for speculation.

11 THE WITNESS: I don't know when they -- I
12 don't know exactly when they called them.

13 BY MR. COMBS:

14 Q. Okay. But you said, if I understood you
15 correctly, that you became aware of the slope
16 failure -- failure the day after it happened.

17 A. It was a day or two after that I got a
18 phone call.

19 Q. And by the time you became aware, if I
20 understand your testimony, the Association had
21 already called GeoTek; is that correct?

22 A. I would be guess -- based on what they
23 told me, they had made a phone call. But I don't
24 know when it happened. I don't know when they
25 called.

1 Q. Okay.

2 A. There's no way for me to know that.

3 Q. Fair enough.

4 If you turn to Special Interrogatory

5 No. 41.

6 Do you see that?

7 A. Uh-huh.

8 Q. Take the time to read the question, and
9 then take the time to read the substance of your
10 response.

11 So the question in Special Interrogatory
12 No. 41 is, "Do you contend that the extraordinary
13 rainfall in the six-month period prior to the
14 incident was not a contributing factor in the
15 failure of the slope?"

16 And your response was, "No. Responding
17 party does not contend that precipitation in the six
18 months preceding the incident was not a contributing
19 factor. Responding party contends that the failure
20 of the slope resulted from a combination of factors,
21 including deficiencies in design, drainage and
22 maintenance within the Association-controlled common
23 area and pre-existing instability, and that, even if
24 precipitation contributed, it was not the sole or
25 superseding cause. The extent, if any, of

1 precipitation's contribution and any apportionment
2 of caution are subject to expert analysis and
3 testimony."

4 So taking this response piece by piece, on
5 what bases have you concluded that the failure of
6 the slope resulted from a combination of factors?

7 MR. ALEXANDER: Calls for expert opinion.

8 And to the extent you could respond
9 without revealing attorney-client communications,
10 you can respond. If you have formulated your
11 opinion based on what we have discussed, please
12 state so.

13 THE WITNESS: I have learned that you do
14 not reintroduce surface water to the base of a
15 slope. It -- it degrades the stability of the
16 slope. So that is one of the factors, that the
17 drain was put in incorrectly. And taking a bunch of
18 surface water -- a lot of surface water, and having
19 it go down into the base of the slope can degrade
20 the stability of the slope. That's one of the
21 factors.

22 BY MR. COMBS:

23 Q. When you say "the drain," we're talking
24 about the French drain that's just behind the
25 retaining wall, or are there other drains that you

1 are talking about?

2 A. Well, there's surface area drains on top
3 that -- that the water goes down into the French
4 perforated drain. So that system, yeah, it takes
5 the surface water and reintroduces it, and it drains
6 into the base of the slope.

7 Q. How high up on the slope, approximately,
8 if you can estimate, from the retaining wall up the
9 slope are those surface area drains that you refer
10 to?

11 A. Well, the surface area drains are on the
12 top.

13 Q. The top of the --

14 A. The slope. I mean, they're above the
15 ground. It's a little cap. You can see that part.

16 Is that what your question is?

17 Q. Yeah. And I'm sorry if I was ambiguous.
18 I understand that they're above the surface of the
19 ground, but how high up on the slope from the
20 retaining wall would you estimate that those are?

21 A. They're behind -- how far -- how distant
22 from the retaining wall?

23 Q. Yes.

24 A. Oh. Between -- maybe six inches, a foot.
25 That is an estimate, yeah. They're pretty much

1 right -- it's right behind the retaining wall.

2 Q. Understood. Thank you.

3 A. Okay.

4 Q. So that -- the failure, to some extent, of
5 those -- that surface area drain and the French
6 drain, that's one of the reasons that you believe --
7 that's one of the contributing factors of the slope
8 failure, in your understanding, correct?

9 A. That's one of the factors, correct.

10 Q. Okay. What are some of the other factors?

11 A. I'm not sure how much I'm supposed to
12 disclose here.

13 MR. ALEXANDER: Calls for expert opinion.

14 And to the extent you could answer without
15 revealing attorney-client communications, go ahead.

16 THE WITNESS: It's very important.

17 Experts have -- GeoTek and other people that have
18 looked at the slope that the HOA had come provide
19 estimates have indicated that proper planting, the
20 right kind of plants is all very important and is a
21 factor in the stability of the slope. So that is
22 another factor that is pretty evident.

23 BY MR. COMBS:

24 Q. Okay. Do you contend that the landscaping
25 on the slope was insufficient prior to the incident?

1 MR. ALEXANDER: Calls for expert opinion.

2 BY MR. COMBS:

3 Q. You can answer.

4 A. That is a factor. You asked me if another
5 factor of my belief that -- or what might factor
6 into the slope failure. So that is another -- that
7 is another factor. The correct plantings, rooting
8 of things, the right kind of plants is a factor.

9 Q. Okay. My question was a little more
10 specific.

11 Is it your contention that the landscaping
12 on the slope prior to the incident was a
13 contributing factor to the failure of the slope?

14 MR. ALEXANDER: Calls for expert opinion.

15 THE WITNESS: Yes.

16 BY MR. COMBS:

17 Q. And why do you believe that?

18 MR. ALEXANDER: Same objection.

19 THE WITNESS: There was barely anything on
20 the slope. I'm not a slope expert, so I'm answering
21 to the best of my knowledge. And what GeoTek had
22 indicated in the conversations when they've been at
23 my house, that it's very important to have proper --
24 I feel like I'm repeating -- proper plants, things
25 that are rooted.

1 BY MR. COMBS:

2 Q. I understand that's what GeoTek says. And
3 that's probably common knowledge for most people,
4 that landscaping -- appropriate landscaping is
5 important to maintain the integrity of the slope.

6 Again, my question is more specific,
7 whether it's your contention that the landscaping on
8 the slope prior to the incident was a factor which
9 caused the slope failure.

10 MR. ALEXANDER: Asked and answered. She
11 provided an answer.

12 THE WITNESS: I said it was -- I believe
13 it is a factor. You asked me of various factors,
14 and that is a second example of a factor. So I
15 believe -- I believe I've answered your question,
16 unless we are --

17 BY MR. COMBS:

18 Q. But you keep referencing what GeoTek told
19 you afterward.

20 A. No. I just said I believe that is a
21 factor. So I believe I've answered your question.

22 MR. ALEXANDER: Madam Court Reporter, can
23 we go back to that line of questions where counsel
24 asked her whether she believed that was a factor,
25 and then what she based that belief on. Thank you.

1 (Record was read.)

2 BY MR. COMBS:

3 Q. Okay. I'll accept your answer. You know,
4 you just kind of went into --

5 MR. ALEXANDER: Do we have to go through
6 this every single time? Because she's had to do
7 this multiple times in this deposition.

8 MR. COMBS: Maybe we will, Vasko. I don't
9 know. We'll have to see.

10 MR. ALEXANDER: Well, pay attention to
11 your own questions and the answers that she's
12 providing.

13 MR. COMBS: She segued in, the same
14 sentence, into something that GeoTek told her about
15 the -- the general concept that landscaping protects
16 them. Okay. So we'll just move on.

17 BY MR. COMBS:

18 Q. You referenced that one of the causes was
19 deficiencies in design.

20 When you reference deficiencies in design,
21 do you mean design of the slope?

22 A. Design in the regards of the drainage that
23 was put in by the HOA, design in the -- the
24 maintenance, design in the structural things on the
25 slope, the plantings. That's what I was referring

1 to.

2 Q. Okay. But you don't contend that the
3 Association is responsible for the design of the
4 slope itself, do you? And when I say "design of
5 the slope" --

6 MR. ALEXANDER: Calls for expert --

7 THE WITNESS: That -- when you say "design
8 of the slope itself," in the original -- when the
9 property was built?

10 BY MR. COMBS:

11 Q. Correct.

12 A. Most people that are here now were not
13 there. So that would be a "no." Design over all of
14 the slope throughout the last 30 years? Yes.
15 Because they maintained it and dictated what went on
16 it and how it was pruned and how it was watered and
17 where the irrigation thing sits. So I would
18 consider that all part of the design of the slope.

19 Q. Okay. Prior to the filing of the
20 complaint, your complaint that you filed --

21 A. Uh-huh.

22 Q. -- and without, again, going into any
23 conversations you had with your attorneys, did you
24 consult with any experts about what caused the slope
25 failure?

1 A. I'm just thinking back. No.

2 Q. Okay. So you hadn't consulted with any
3 experts as to the cause of the slope failure, but
4 you made the decision to sue the Association
5 because, in your mind or in your belief, you
6 believed that the Association was responsible for
7 the slope failure; isn't that correct?

8 MR. ALEXANDER: Argumentative. This is
9 harassment. And outside of -- if you can respond to
10 that outside of the mediation privilege. But if
11 you'd like to waive mediation privilege, we can
12 discuss what happened in mediation prior to filing
13 the lawsuit.

14 MR. COMBS: I don't have the authority to
15 waive the mediation privilege, and I'm not going to
16 do that.

17 MR. ALEXANDER: Well, Ms. Mann, if you can
18 answer that question, without revealing mediation
19 privileged communications and discussions, go ahead.

20 THE WITNESS: I did not hire any experts.
21 However, there were conversations with the various
22 experts that the HOA brought to my property to take
23 a look.

24 BY MR. COMBS:

25 Q. And what experts were those?

1 A. GeoTek, geotechnical engineer.

2 Q. And so if I --

3 A. And -- yeah.

4 Q. Go ahead.

5 A. No. That's it, that I recall.

6 Q. And so it's on the basis of --

7 it's -- strike that.

8 It's partly on the basis of statements
9 made by GeoTek that you believed that the
10 Association was at least partially responsible for
11 the slope failure; is that accurate to say?

12 A. Yes.

13 Q. And are the statements from GeoTek part of
14 the reason that you filed your lawsuit against the
15 Association?

16 A. Many -- many factors, but yes, that would
17 be accurate. Partly. Certainly not all. Partly,
18 yes.

19 Q. Okay. Prior to -- after the incident and
20 prior to the repair of the slope, were you worried
21 about your personal safety while you were inside
22 your home due to a possible slope failure?

23 MR. ALEXANDER: Well, before the slope
24 failure. The slope already fell.

25 MR. COMBS: Okay. I'll rephrase.

1 BY MR. COMBS:

2 Q. Prior to the repair of the slope, were you
3 worried about your personal safety while you were
4 inside your home due to a possible further slope
5 failure?

6 A. I was always concerned.

7 Q. You were always concerned, even before the
8 slope had failed?

9 A. I'm answering your question. After the
10 incident, before the repair.

11 Q. You were always concerned.

12 A. In that time period, I think it would
13 be -- it is human nature to have a concern.

14 Q. Absolutely.

15 Do you recall the first night you spent at
16 your home after the incident occurred? Do you have
17 a memory of it? I'm not asking for a date. Do you
18 have a memory of staying there the first night?

19 A. I did not. I was in Massachusetts.

20 Q. For how long, approximately, were you in
21 Massachusetts before you returned home after the
22 slope failure?

23 A. I flew back from Massachusetts to be there
24 when -- I believe it was May 17th and 18th, if I
25 remember correctly. It was when GeoTek was doing

1 exploratory digs. I don't think I was there before
2 that because I wasn't even expecting to come back at
3 that point.

4 Q. Okay. And then -- so once you were back,
5 did you spend the night at your home on Lot 139, or
6 did you stay at a hotel or...

7 A. No. I stayed at my house.

8 Q. And how many nights, approximately, if you
9 can estimate, did you stay at your home on Lot 139
10 between the time of the incident and the time the
11 repairs were made to the slope?

12 A. So I could estimate -- that is difficult
13 to do.

14 Q. Okay. Fair enough.

15 A. I would go back and forth between
16 Massachusetts and California, so --

17 Q. That's fair.

18 A. -- it would be -- yeah.

19 Q. I'll withdraw the question.

20 But you never did not stay at your home on
21 Lot 139 because you were afraid that the slope was
22 going to fail, before -- between the time period of
23 the incident and the repair of the slope?

24 MR. ALEXANDER: Compound. Vague.
25 Argumentative.

1 THE WITNESS: I trusted Chris Livesey's --
2 the conversation where he said that "I would stay
3 there" or something to the effect. It's going a
4 ways back.

5 BY MR. COMBS:

6 Q. And who was Chris Livesey?

7 A. He works for GeoTek.

8 Q. And so, based upon his statement, you were
9 not -- you felt comfortable staying in your home
10 overnight on Lot 139 between the time of the
11 incident and the time of the repair?

12 A. I felt comfortable enough. And due to
13 financial constraints as well, I couldn't afford to
14 be staying in a hotel when I was in California.
15 It's a little difficult. That would have been
16 difficult for me to do.

17 Q. Did you make -- so after the incident, and
18 before the repairs were made, did you spend any
19 recreational time in the back patio area?

20 MR. ALEXANDER: Vague as to "recreational
21 time."

22 THE WITNESS: Yeah, I don't know what you
23 call recreational time. I don't know what that
24 means.

25

1 BY MR. COMBS:

2 Q. It means relaxing in your lawn chair or
3 laying out in the sun or doing something that's not
4 work-related. Just anything you're doing as part of
5 your leisure time.

6 A. I don't recall if I did any laying out
7 or -- I walked in my backyard to -- it's my
8 backyard. I have to sometimes. It changed -- the
9 incident definitely altered the leisure time that I
10 spent in my backyard. It changed my normal life and
11 how I operated.

12 Q. And how did it change that?

13 A. It was uncomfortable to be out in the
14 backyard with -- knowing that that was there, seeing
15 people come and go, lack of privacy. It was --
16 that's what I'm referring to by "uncomfortable."

17 Q. That makes sense.

18 After the slope was repaired, did you feel
19 more comfortable being in your backyard?

20 MR. ALEXANDER: Assumes facts not in
21 evidence. Assumes the slope has been fully
22 repaired.

23 BY MR. COMBS:

24 Q. Okay. I'll rephrase.

25 After repair efforts were made to the

1 slope and the slope is in essentially the condition
2 it is in now, have you felt more comfortable being
3 in your back patio?

4 A. Yeah, that's fair. I felt more
5 comfortable. I'm not happy, but I feel more
6 comfortable.

7 Q. Okay. Have you had guests come over and
8 visit you and hang out in the backyard since that
9 time?

10 A. Yes. I've had guests come to my home.

11 Q. But you -- I'm specifically talking about
12 inviting them to enjoy the back patio area.

13 Have you had those kind of guests over
14 since the repairs were made to the slope?

15 A. I don't recall. My family lives here. My
16 family has come to visit. We've gone outside,
17 grilled some dinner. The grill is right behind.
18 I've had no big party. I -- I'm not sure where
19 we're going with it, like what you -- I've stepped
20 foot in my backyard, and other people besides myself
21 have gone in my backyard at times. The two --

22 Q. But if you believed that the slope was in
23 imminent failure of collapsing, you wouldn't invite
24 people into your backyard. So I'm just trying to
25 determine the level of comfort you have about how

1 safe it is to be in your back patio area after the
2 slope repairs were made, whether they were, you
3 know, sufficient or not?

4 A. Well, I believe I already answered that.
5 I said I was more comfortable after the first part
6 of the repair. The repair is not complete because
7 of the drain, but I feel it is a fair and accurate
8 statement to say I feel more comfortable than I did
9 prior to that -- that section of the repair, that
10 piece of the repair.

11 Q. Okay. I'm starting to gauge your comfort
12 level before and after.

13 A. Sure.

14 Q. So thank you for answering that question.
15 So what were your reasons for filing a
16 lawsuit against the Association?

17 A. My reason for filing the lawsuit is that I
18 believe the Association was negligent in the work
19 that they did, and it was a factor -- it was a
20 factor in the failure itself.

21 Q. That the repairs that were made were a
22 contributing factor? Did I understand you
23 correctly?

24 A. No, no. I didn't say that.

25 Q. I'm sorry. Go ahead and -- if you don't

1 remind repeating what you said. Or I can ask the
2 court reporter, if I misheard you.

3 A. I believe the Association's maintenance or
4 lack of, in addition to the drain that was
5 installed, were factors in the failure. I don't --
6 that's why I filed the lawsuit.

7 Q. Okay. So knowing now that the entirety of
8 Lot 139 is yours, and no portion of Lot 139 is
9 common area, do you still believe it is appropriate
10 to ask your fellow Association members to pay for
11 the repair of your slope?

12 A. Yes, I do.

13 Q. And why is that?

14 A. Because I believe the Association is --
15 was negligent in what they did to the slope.

16 Q. And what were -- how was the Association
17 negligent?

18 MR. ALEXANDER: Calls for expert opinion.
19 Calls for -- well, you may answer, if you could
20 without revealing attorney-client communications.

21 BY MR. COMBS:

22 Q. And again, I'm never asking for
23 attorney-client communication. I never want you to
24 tell me anything you've discussed with any of your
25 attorneys.

1 A. Uh-huh.

2 Q. So if you -- go ahead.

3 A. It is, again, what I had said earlier when
4 we talked about the factors into why I believe the
5 slope failed. So it's for those same reasons that I
6 feel the Association was negligent in their
7 maintenance of the slope. Regardless of whether
8 they had to or not, they did.

9 Q. And how were they negligent in the
10 maintenance of the slope?

11 A. They installed a drain.

12 Q. Okay.

13 A. I'm repeating again.

14 Q. We got the drain. Is there anything
15 besides --

16 MR. ALEXANDER: You're cutting her off.
17 Let her give her answer.

18 MR. COMBS: I know. I just want to save
19 her sometime.

20 BY MR. COMBS:

21 Q. I got the drain.

22 Anything besides the drain?

23 MR. ALEXANDER: Answer -- provide the
24 response you were going to provide without being cut
25 off.

1 THE WITNESS: Many factors are pertinent
2 to the stability of a slope, and I believe the HOA
3 was negligent in the installation of the drain that
4 was -- is verified incorrect, the lack of proper
5 plantings. There are some other factors that I just
6 am not comfortable talking to because I believe
7 they're -- it's that --

8 MR. COMBS: Attorney-client privilege.

9 THE WITNESS: Yes. And homeowners have
10 been told it's common knowledge in the community
11 that, up until the recent changes of the CC&Rs,
12 we -- homeowners were to stay off. You don't do
13 anything.

14 So anything that had to do with the slope
15 and its maintenance was taken on by the Association.
16 And if you -- if you do something that reintroduces
17 water and don't properly take care of drainage, and
18 you do that voluntarily and you do it wrong, it is
19 your responsibility to make it right. I feel it's
20 very basic.

21 BY MR. COMBS:

22 Q. Okay. Any other reasons that you filed
23 your lawsuit against the Association?

24 MR. ALEXANDER: Vague.

25 THE WITNESS: I --

1 MR. ALEXANDER: The reasons for filing her
2 lawsuit, that's attorney-client privilege.

3 BY MR. COMBS:

4 Q. I'm not asking for attorney-client
5 privileged information.

6 Are there any reasons -- other reasons,
7 other than the ones you've already stated here, that
8 you filed your lawsuit against the Association?

9 A. My reasons are all surrounding -- are all
10 based on that the HOA voluntarily has taken
11 ownership of that property. And therefore, you need
12 to do a good job at what you're doing, and they did
13 not. I'm trying to say it a different way to make
14 it more clear, my feelings.

15 Q. Clear to me. Thank you.

16 So it really comes down to the causation
17 of the slope failure, doesn't it? You contend that
18 it's the acts of the Association, the negligent acts
19 of the Association which were the primary
20 contributing factors to the slope failure; is that
21 accurate to say?

22 MR. ALEXANDER: Calls for a legal
23 conclusion. Calls for expert opinion.

24 THE WITNESS: In general terms, yes.

25

1 BY MR. COMBS:

2 Q. You would not file a lawsuit against the
3 HOA if you didn't believe the HOA caused the harm,
4 correct?

5 A. Correct. I believe that's what I've said
6 numerous times.

7 Q. Yeah. I wouldn't take you as that kind of
8 person that would just file a frivolous lawsuit
9 because they just needed some money. I believe
10 that -- I believe you when you tell me that you
11 think the HOA's negligence caused the slope failure.

12 But you've also said in your discovery
13 responses that that wasn't the only factor, that
14 rain was a contributing factor. That's what you
15 have written in your special interrogatories.

16 So let me ask you, if you were to come to
17 the belief that rain was the primary factor that
18 caused the slope failure, would you still want your
19 fellow Association members to pay for the repair of
20 your slope?

21 MR. ALEXANDER: Incomplete hypothetical.
22 Calls for a legal conclusion. Argumentative.

23 BY MR. COMBS:

24 Q. You can answer.

25 MR. ALEXANDER: This is harassing. I know

1 you're putting on a show to the board members who
2 are watching here.

3 MR. COMBS: There's only one person. It's
4 not a show. It's a question.

5 MR. ALEXANDER: The form of the question,
6 making her neighbors pay for this, this is
7 argumentative. This is harassing. She has sued the
8 HOA, not her neighbors. The HOA is a separate
9 entity, Counsel.

10 BY MR. COMBS:

11 Q. Okay. What is your understanding,
12 without -- she didn't answer my question, and I'm
13 going to come back to it.

14 What is your understanding of the source
15 of funds that would be used to pay for further
16 repairs on your slope?

17 MR. ALEXANDER: Calls for speculation.
18 Calls for a legal opinion.

19 Do you have an understanding who is going
20 to be paying for this? Is it insurance? Is it HOA
21 funds?

22 THE WITNESS: I don't.

23 BY MR. COMBS:

24 Q. Assuming there's no insurance coverage for
25 the repair of your slope, what is your understanding

1 of the source of the funds that would be used to
2 make repairs to your slope?

3 MR. ALEXANDER: And, Counsel, this line of
4 questions is not going to lead to discovery of
5 admissible evidence and is therefore not relevant.

6 You don't have to answer this.

7 The source of funding is not admissible
8 ever. The Association's sources of funding and
9 ability to pay is not relevant to this case,
10 Counsel.

11 BY MR. COMBS:

12 Q. Do you understand who has paid for the
13 repairs so far on the slope?

14 A. The --

15 MR. ALEXANDER: Calls for speculation.

16 If you know who has paid for it.

17 THE WITNESS: To the best of my knowledge,
18 the Association has written the checks to -- wrote
19 the checks to Mountain Movers for the repair that's
20 been done so far.

21 BY MR. COMBS:

22 Q. And you understand that the Association's
23 sole source of funds is from assessments paid by the
24 members of the Association; is that correct?

25 MR. ALEXANDER: Argumentative. Assumes

1 facts not in evidence.

2 BY MR. COMBS:

3 Q. You can answer.

4 MR. ALEXANDER: And again, this line of
5 questions with respect to the Association's sources
6 of funds and ability to pay is not admissible in
7 court.

8 MR. COMBS: The source of the funds used
9 to make the repairs so far are absolutely admissible
10 in court because they form the basis for the
11 cross-complaint. So --

12 MR. ALEXANDER: The financial status of
13 the Association, however, is not, as a party to this
14 action. So the implication that she's going after
15 her neighbors, as you have phrased the question, is
16 not appropriate.

17 MR. COMBS: Well, that's not the way I
18 phrased it, but I'm entitled to know what she
19 understands about the source of the funds used to
20 make repairs to her slope. "Do you understand the
21 source of the funds?" She answered, "Yes. It's the
22 Association."

23 And I'm asking her if she understands
24 where the source of the funds that the Association
25 used to pay for those repairs was.

1 MR. ALEXANDER: No. That was not the
2 question you asked. You asked -- you asked her a
3 leading question, assuming that the Association has
4 to use assessments to pay for those funds. Your
5 question was not "Do you have an understanding as to
6 what the source of the funds is?"

7 BY MR. COMBS:

8 Q. Okay. Let's go to Special Interrogatory
9 No. 44. And the question is, "State all facts to
10 support your contention you have" -- "that you have
11 been and will be deprived of the use of your
12 property, as you allege in the complaint."

13 Do you see that?

14 A. Uh-huh.

15 Q. Okay. Well, we've gone through this
16 again, but part of the response was -- if you see,
17 it says, "Interference of quiet enjoyment, dust,
18 debris concerns, and the need to keep portions of
19 the yard clear for potential investigation/access of
20 curtailed ordinary outdoor living and enjoyment."

21 A. Uh-huh.

22 Q. So can you describe, please, the
23 difference you make in the patio area prior to the
24 incident and after the repairs?

25 MR. ALEXANDER: Vague.

1 THE WITNESS: Prior to the incident to
2 date, I had been leery of making any home
3 improvements because the work is not complete. I
4 don't want to add any more structures, furniture,
5 things, because I have -- knowing that the slope is
6 not fully repaired.

7 When they did the repair, they overtook my
8 entire yard. The only way to get at the slope. So
9 for me to make any permanent changes might impede
10 future work. I'm in a holding pattern until this is
11 resolved.

12 BY MR. COMBS:

13 Q. Okay. I'm going to hand to you what are
14 captioned "Plaintiff Jill Mann's Responses to
15 Defendant Las Brisas Pacificas, Inc.'s Supplemental
16 Responses to Form Interrogatories."

17 And I want to make sure that the
18 verification is there.

19 Do you see that verification you made to
20 these supplemental responses under penalty of
21 perjury?

22 A. Yeah. That's a repeat question, but sure.

23 Q. Well --

24 MR. ALEXANDER: It's not. It's a
25 different document.

1 THE WITNESS: Oh. No. That's -- that's
2 the one from -- we were doing -- you just handed me
3 this one.

4 MR. COMBS: The -- oh, the supplemental
5 responses to form interrogatories. You're right.

6 THE WITNESS: Isn't that here?

7 MR. COMBS: Correct. That was my mistake.

8 MR. ALEXANDER: I apologize, Jill. You're
9 right.

10 MR. COMBS: We were both wrong.

11 BY MR. COMBS:

12 Q. Okay. Is that your digital verification?

13 A. On this page it is, yes.

14 Q. And you made these supplemental responses
15 under penalty of perjury?

16 A. Uh-huh.

17 Q. Okay. And if you go to Form Interrogatory
18 7.1. Form Interrogatory 7.1 asked, "Do you
19 attribute any loss of or damage to a vehicle or
20 other property to the incident?"

21 And in your supplemental response to Form
22 Interrogatory 7.1, you write, "Other property (real
23 property and appurtenances), A, real property at
24 Lot 139, including the slope area behind Lot 139."

25 Do you contend that there was damage to

1 the slope area behind Lot 139?

2 MR. ALEXANDER: Calls for an expert
3 opinion.

4 BY MR. COMBS:

5 Q. You can respond.

6 A. Behind my house -- again, I think we're --
7 it's the play on words again. So I -- what is your
8 question, Mr. Combs?

9 MR. COMBS: Can you please read --

10 THE WITNESS: Just quickly.

11 MR. COMBS: Can you please read the
12 question back to her.

13 (Record was read.)

14 THE WITNESS: Behind, on, yes. There was
15 damage to the slope, to the best of my knowledge,
16 yes. I mean, there was damage to the slope.

17 BY MR. COMBS:

18 Q. The slope area behind Lot 139?

19 A. I can't answer "yes" or "no" to the area
20 above the line on the track map behind, on the other
21 people's property.

22 Q. Thank you.

23 So it's fair to say that, there was damage
24 to the slope area behind Lot 139, you don't know the
25 answer to that?

1 MR. ALEXANDER: Counsel, we've gone over
2 this a thousand times today.

3 MR. COMBS: I'm going interrogatory by
4 interrogatory. And, you know, if she gave the wrong
5 answer or an inaccurate answer after consulting with
6 counsel to that many interrogatories, I just want to
7 go through them so we're clear.

8 MR. ALEXANDER: Ms. Mann, what do you mean
9 by "slope area behind Lot 139" as to all responses
10 on these interrogatories? And special
11 interrogatories, form interrogatories or otherwise.
12 What do you mean by that?

13 MR. COMBS: Counsel, you can have your
14 turn to examine the witness.

15 BY MR. COMBS:

16 Q. And I think we all understand that she
17 means -- when she writes "the slope behind Lot 139,"
18 you meant behind the retaining wall, correct?

19 A. Yes.

20 Q. You don't mean the area beyond the
21 boundary line of your property?

22 A. Yes. That's correct.

23 Q. So my question then becomes --
24 understanding all that, whether this is an accurate
25 or inaccurate statement in your responses to the

1 form interrogatories.

2 MR. ALEXANDER: Is it an accurate
3 statement with how you have defined "the slope
4 behind the Lot 139"?

5 THE WITNESS: It's accurate that I -- it's
6 accurate that I -- clarification is needed to say
7 "the area behind the retaining wall on Lot 139."
8 I'm answering that the best I know how.

9 BY MR. COMBS:

10 Q. Okay. So can we -- I'm going to ask your
11 attorneys to provide me with supplemental responses
12 clarifying what you intended to state, okay? And
13 we'll do -- so we'll let that go until then.

14 MR. ALEXANDER: I am in agreement. And
15 this was offered at the top of her deposition with
16 the very first question on this topic, when Ms. Mann
17 clarified what was meant as the slope area behind
18 the retaining wall at Lot 139.

19 BY MR. COMBS:

20 Q. I'm going to hand you what is a copy of a
21 complaint for, amongst other things, breach of
22 equitable servitudes captioned "Jill Mann versus
23 Las Brisas Pacificas, Inc."

24 MR. ALEXANDER: The complaint in this
25 action?

1 MR. COMBS: The complaint in this action.

2 Just for the sake of procedure, I don't
3 think I have more than 90 minutes.

4 Do you -- we can take a break at any time.
5 So do you want to take a break now, or do you want
6 to push through? How do you guys want to do it? If
7 you're hungry -- I don't know if you've been down
8 here, but there's incredible Asian food all around
9 here, if you want to go out to lunch, or if you want
10 to take a break now. Because we can take a break
11 now and then get it done, and then -- you know, like
12 a half-hour break if you want.

13 MR. ALEXANDER: Why don't we go off the
14 record for a second.

15 THE VIDEOGRAPHER: Okay. Going off the
16 record at approximately 12:33 p.m.

17 (Recess.)

18 THE VIDEOGRAPHER: We are back on the
19 record at approximately 12:55 p.m.

20 BY MR. COMBS:

21 Q. And Ms. Mann, you understand you're still
22 under penalty of perjury testifying?

23 A. Yep. Yes.

24 Q. Thank you.

25 I don't feel like you're one of those

1 witnesses that you have to ask that every time,
2 but...

3 A. Appreciate that.

4 Q. Yeah. There's a lot of admonitions that
5 we give some people, but I don't believe that you
6 need them.

7 Okay. So you testified earlier that, when
8 the incident occurred, you were in Massachusetts,
9 correct?

10 A. Yes.

11 Q. And how long had you been in
12 Massachusetts, if you recall?

13 A. I really don't recall when I -- I don't
14 recall at that -- yeah.

15 Q. Can you estimate? Was it a month or a
16 week?

17 A. Probably within a month. I'd have to go
18 back and check the flight. I really -- I don't
19 know. I don't recall. I really don't recall.

20 Q. That's fine. It was quite some time ago.
21 I appreciate, if you don't know, you don't know.
22 And I don't want you to guess. But if you can
23 estimate, you can give me an estimate. But if you
24 don't know, you don't know.

25 Okay. Do you have the complaint there in

1 front of you? I'm just going to go through some of
2 the allegations in the complaint.

3 Okay. Paragraph 84 of your complaint, you
4 can turn to that. It's on page 18. I'm sorry, page
5 19. Top of page 19. If you just read that to
6 yourself.

7 MR. ALEXANDER: Eighty-four?

8 MR. COMBS: Yes.

9 BY MR. COMBS:

10 Q. I'll read paragraph 84. It says,
11 "Plaintiff has raised the above issues with the
12 defendant, but defendant has refused to cease its
13 harmful accident omissions."

14 I'm going to assume that means "cease its
15 harmful accident omissions."

16 Is that fair? Is that what is meant there
17 instead of "case"?

18 MR. ALEXANDER: I drafted the complaint.
19 That is a typo on my behalf. It is a "cease."

20 MR. COMBS: Yeah. I'll let her --

21 MR. ALEXANDER: I know I'm not testifying,
22 but...

23 MR. COMBS: I'm not harping on the typo.
24 I just want to make sure that that is what was
25 intended to be said. So we'll just --

1 MR. ALEXANDER: If you want her testimony
2 to it, go ahead.

3 THE WITNESS: It's a typo. It should read
4 "cease," not "case."

5 BY MR. COMBS:

6 Q. Okay. Thank you.

7 And then it says, "Plaintiff thereby has
8 been harmed or is at risk of imminent harm."

9 Okay. Do you at this point believe that
10 you are in imminent harm?

11 MR. ALEXANDER: Vague.

12 THE WITNESS: Yeah.

13 MR. ALEXANDER: It says "risk of imminent
14 harm."

15 THE WITNESS: So I would say, yes, I'm
16 still at risk of imminent harm because the slope is
17 not repaired.

18 BY MR. COMBS:

19 Q. So you believe that the slope still could
20 fail at any time?

21 MR. ALEXANDER: Vague. Calls for expert
22 opinion. Incomplete hypothetical.

23 THE WITNESS: Yes.

24 BY MR. COMBS:

25 Q. You've brought me a series of pictures

1 today.

2 Did you take these pictures, do you
3 recall? You want to look through them?

4 A. Oh, yeah. That was from the irrigation.

5 Q. Take a look at it and familiarize
6 yourself.

7 Those are what your attorney brought today
8 and emailed to me earlier, electronic versions.

9 A. Yes.

10 Q. So you took those?

11 A. Yes.

12 Q. And do you remember when, approximately,
13 that you took those pictures?

14 A. It was April 11th. That was the question.

15 Q. Okay.

16 A. Yeah. April 11th of 2023.

17 Q. So prior to the incident?

18 A. Correct.

19 Q. So clearly, you were not in Massachusetts
20 at that time?

21 A. Oh, right. April -- okay. That's a good
22 point. Yep.

23 Q. So I'm looking at a picture of this
24 sprinkler right here.

25 A. Uh-huh.

1 Q. And for the record, it's a sprinkler that
2 appears to be shooting up in the air.

3 A. Right.

4 Q. Now, is that a different angle that it
5 sprinkled or sprayed from when you first purchased
6 the lot, if you recall, or was it always like that?

7 A. The best -- it was not -- no. They're not
8 meant to go straight up in the air. So there was an
9 issue with it, yeah.

10 Q. Okay. So do you recall how long it had
11 been spraying in that approximate direction?

12 A. No, I don't recall.

13 Q. And did you ever make a request for the
14 HOA to make repairs to that?

15 A. So that was April -- I remember -- well,
16 it was April 11, because that was your specific
17 question about the broken irrigation lines of
18 April 11. And now I recall that I was going to --
19 in regard to that, I was going to Massachusetts the
20 next day. So April 12th is when I went to
21 Massachusetts.

22 So I don't recall -- Luis fixed the broken
23 irrigation. He's the gardener. Luis is part of
24 Green Horizons. I don't know if I called Kent at
25 that time or if Luis was in the backyard working and

1 I said to him, "Hey, it's broken. These are broken.
2 Can you fix them" or something. I don't know. I
3 don't know how it came about exactly.

4 Q. Okay. But when we say -- when you say
5 "broken," you mean they're broken in the sense that
6 they are spraying in the wrong direction?

7 A. Well, that one was. Correct. Yeah.

8 Q. And was there another broken one?

9 A. Yeah. There's a picture of one under
10 the -- like this was broken because this guy, which
11 was a different one -- because here, you can see the
12 water, it was all pooling behind from the broken --
13 see all the water here?

14 Q. I do.

15 A. Yeah.

16 MR. ALEXANDER: Are you marking these as
17 exhibits?

18 MR. COMBS: No, I'm not.

19 THE WITNESS: And here you can see the
20 water from -- pooling over there.

21 BY MR. COMBS:

22 Q. Okay.

23 A. So that was that one, and then the others
24 were -- one was spraying down into the -- like, into
25 the ground. One was spraying up in the air. So

1 these were just -- and it would always spray and wet
2 my area.

3 Q. It was spraying onto your concrete?

4 A. Yeah, the one up in the air. All I know
5 is, that was all wet, and these were going one down,
6 up. And it was broken, yeah.

7 Q. Okay. Thank you.

8 And so I'm trying to understand your
9 testimony. And maybe you're still in the process of
10 recollecting what reports you made to the HOA with a
11 request to make repairs to these.

12 Did you say you had -- go ahead. To the
13 best of your recollection, what did you do to make
14 the HOA aware of these misaligned and broken
15 sprinklers?

16 A. To the best of my recollection, I
17 either -- because I don't remember. I either told
18 Kent or Luis was out back working, and I said "Hey,
19 these are not working. These are broken." That's
20 all I can really tell you.

21 Q. Okay. So you have no specific
22 recollection of making a written request to the HOA
23 to make repairs to the sprinklers?

24 A. Correct.

25 Q. And if you say -- when you said that you

1 told Kent, that is something you would tell him on
2 the phone, or how would have you told him?

3 A. Yeah, that's how -- people would give him
4 a call, and he would take care of it.

5 Q. Because at that time, was he the landscape
6 committee chair?

7 A. Yes, yeah.

8 Q. Okay. And do you know, were the
9 sprinklers eventually fixed?

10 MR. ALEXANDER: Calls for speculation.

11 Calls for expert opinion.

12 THE WITNESS: They were adjusted. Yes.
13 Yes. Those -- those issues, those particular issues
14 were fixed, I assume.

15 BY MR. COMBS:

16 Q. Okay. And how -- how do you know that, or
17 why do you assume that?

18 A. Because I didn't see water pooling in the
19 future when I was there again.

20 Q. Okay. And when you returned to Lot 139,
21 did you look to see whether those particular
22 sprinklers had been repaired?

23 A. Probably.

24 Q. And --

25 A. I mean, it was a month later, so I'm sure

1 I probably -- I don't recall exactly. I don't
2 recall.

3 Q. Okay.

4 A. I would estimate -- I'm guessing I looked
5 to see if they were still broken or spraying in the
6 air.

7 Q. Right. Well, a significant event had
8 occurred. The slope had failed.

9 So did it not occur to you to go look at
10 the sprinklers specifically to see whether they were
11 broken or repaired?

12 MR. ALEXANDER: Argumentative.

13 THE WITNESS: I don't recall if I took a
14 moment aside from the issue of the incident to look
15 at that specific area and see if it looked different
16 from prior.

17 BY MR. COMBS:

18 Q. Okay. I'm just asking because one of the
19 primary factors that you're alleging caused the
20 slope failure is the drain and the sprinklers. So
21 I'm just really wanting to get into, as much as we
22 can, your recollection of those events. That's all
23 I'm trying to do here.

24 So after you returned, do you recall
25 making any request for further repair to any of

1 these sprinklers that we've looked at here?

2 A. No. I don't -- I didn't -- no. For those
3 ones, I didn't -- don't recall making another
4 request.

5 Q. So to the best of your recollection,
6 between the time that you left to Massachusetts, and
7 prior to the incident, they were repaired?

8 A. It's an assumption. That's the best I can
9 tell you. I came in for two days and left. So...

10 MR. ALEXANDER: It calls for an expert
11 opinion. Counsel, you can smirk, but...

12 MR. COMBS: Look --

13 MR. ALEXANDER: I've lodged my objection.

14 MR. COMBS: You've lodged your -- if she
15 can testify that they were broken, she can testify
16 that they were repaired, very simply.

17 MR. ALEXANDER: You have sprinklers after
18 a slope failure, and we don't know what the
19 condition is of the pipes.

20 MR. COMBS: Well, I'm --

21 MR. ALEXANDER: You're asking if they were
22 fixed and then arguing that she didn't take a look
23 at them after the slope failure, but -- whatever.
24 I've lodged my objection, okay.

25 MR. COMBS: I'm not arguing. I'm asking

1 her questions about it. Very simple questions.

2 MR. ALEXANDER: By the way, starting a
3 question with "didn't it occur to you" is pretty
4 much the definition of being argumentative with a
5 deponent.

6 MR. COMBS: I don't think that's what I
7 said.

8 BY MR. COMBS:

9 Q. Okay. Do you recall receiving a hearing
10 notice calling you to a hearing for the purpose of
11 imposing a special assessment against you for the
12 cost of repairing -- the cost that the Association
13 incurred in making repairs to your slope?

14 A. Yes.

15 Q. And did you attend that hearing?

16 A. I submitted a response in lieu of
17 attending.

18 Q. And did you receive a notice of the result
19 of that hearing?

20 A. I don't recall.

21 Q. And you were represented by counsel at
22 that time, correct?

23 A. Yes.

24 Q. If you are the prevailing party in this
25 action, you will make a demand for attorney's fees,

1 correct?

2 A. Yes.

3 Q. Okay. And recovery of your attorney's
4 fees are part of the relief you are seeking,
5 correct?

6 A. Yes.

7 Q. How much have you paid your attorney so
8 far?

9 MR. ALEXANDER: That's -- at this point,
10 it's attorney-client privilege.

11 MR. COMBS: No, it's not. She's made
12 attorney's fees an issue. She's just admitted to
13 it. And I'm entitled to know the answer to that
14 question.

15 THE WITNESS: I don't have the actual
16 number right now.

17 BY MR. COMBS:

18 Q. Approximately how much have you paid?

19 A. It's an approximation. It's been going on
20 two years. Probably around \$200,000.

21 MR. COMBS: Okay. Thank you. I have no
22 further questions.

23 MR. ALEXANDER: I'd like to mark those as
24 an exhibit, the collection of photographs from
25 April 11th, I believe it was, 2023.

1 MR. COMBS: Mark them all as Exhibit 1?

2 MR. ALEXANDER: Yeah, yeah.

3 MR. COMBS: I think we have to upload
4 those, right?

5 THE REPORTER: You can either upload them
6 and send them to me or we can just -- I can take
7 those.

8 (Exhibit 1 was marked for identification.)

9 MR. COMBS: Which would you prefer?
10 Because I could just --

11 THE REPORTER: Can we discuss it off the
12 record so I don't have to write it?

13 Anything else on the record?

14 MR. ALEXANDER: Can we go off the record
15 for five minutes while we discuss this, and I'll see
16 if I have anything.

17 THE VIDEOGRAPHER: Going off the record at
18 approximately 1:12 p.m.

19 (Discussion was held off the record.)

20 THE VIDEOGRAPHER: We are back on the
21 record at approximately 1:15 p.m.

22 MR. COMBS: Okay. This concludes the
23 deposition of Ms. Jill Mann. And we'll do the
24 transcripts per Code.

25 THE VIDEOGRAPHER: Would you like your

1 video synced with the transcript?

2 MR. COMBS: Of course I would.

3 THE VIDEOGRAPHER: Would you like a copy
4 of the video?

5 MR. ALEXANDER: Not of the video. Just
6 the transcript, please.

7 THE VIDEOGRAPHER: Okay. This concludes
8 this deposition today at approximately 1:16 p.m.

9 (Deposition concluded at 1:16 p.m.)

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* * *

I, JILL MANN, hereby declare under penalty of perjury that the foregoing is my deposition under oath; that these are the questions asked of me and my answers thereto; that I have read my deposition and have made corrections, additions, or changes that I deem necessary.

DATED this _____ day of _____ 2025.

JILL MANN

REPORTER'S CERTIFICATE

I, Lauren Ramseyer, Certified Shorthand Reporter licensed in the State of California, License No. 14004, hereby certify that the deponent was by me first duly sworn and the foregoing testimony was reported by me and was thereafter transcribed with Computer-Aided Transcription; that the foregoing is a full, complete, and true record of said proceedings.

I further certify that I am not of counsel or attorney for either or any of the parties in the foregoing proceeding and caption named or in any way interested in the outcome of the cause in said caption.

The dismantling, unsealing, or unbinding of the original transcript will render the reporter's certificate null and void.

In witness whereof, I have hereunto set my hand this day: November 4, 2025.

A handwritten signature in black ink that reads "Lauren Ramseyer". The signature is written in a cursive style and is positioned above a horizontal line.

Lauren Ramseyer, CSR No. 14004

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