

**IN THE MATTER OF
THE TORONTO COMPUTER LEASING INQUIRY**

The Honourable Madam Justice Denise Bellamy, Commissioner

REPLY SUBMISSIONS OF LOU PAGANO

The following are the submissions, in reply, of Mr. Lou Pagano. They are cross-referenced numerically to the issues set out in the “Notice” which accompanied a letter to Mr. Pagano, from Commission Counsel dated October 8, 2003.

General Comments

Mr. Pagano is currently fifty years old. He is, and was at all material times, the Director of the Purchasing and Materials Management Division (“PMMD”) of the City of Toronto’s Finance Department, reporting to the City’s Chief Financial Officer and Treasurer.

Mr. Pagano gave evidence, sometimes of a hypothetical nature, on parts of February 24, 2004 and March 5, 2003 and during the full days of February 25th, 26th March 3rd and March 4th, 2003. He was not then represented by legal counsel.

Mr. Pagano’s integrity is beyond reproach in this Inquiry and he has cooperated with it to the fullest extent. He, at all times, performed his duties competently and in trying circumstances which saw him supervising approximately 108

employees during the confluence of Y2K concerns, difficulties posed by the amalgamation of several municipalities and boroughs, (many of which had separate purchasing policies as well as staff located at different locations within the former Metropolitan Toronto) and challenges created by the downloading of responsibilities on the City by the provincial government. Additionally, there were numerous other apparently extraordinary actions transpiring, commented on at length in the City's closing submissions, of which Mr. Pagano was not and could not reasonably have been aware. In retrospect, the cumulative effect of these things was the creation of the "perfect storm".

Mr. Pagano, as the head of PMMD, had a great deal to do. As reflected in the City's submissions, in 1998 PMMD administered approximately 1540 requests or calls and issued over 27,000 purchase orders and contracts having a value of approximately \$462 million. In 2000 and 2001 the total value of contracts administered annually by PMMD exceeded one billion dollars and continues to do so today.

To the extent there is any criticism of Mr. Pagano in the various closing submissions, direct or implied, they tend to be that he should, on occasion, have been more "hands on". It goes almost without saying that hindsight is twenty/twenty. Had Mr. Pagano known then what he knows now he would almost certainly have taken a more active role at times. Indeed, parts of Mr. Pagano's evidence addressed what he or others might have done had they been aware of certain facts. While his answers in these areas were made in good faith and may be useful having regard to the

parameters of the Inquiry, they should not fairly be viewed as a basis for criticism. In light of the realities of the day, Mr. Pagano could have not been expected to micromanage files given his position and the vast amount of work which devolved on PMMD. His general usefulness would have been severely diminished had he been required to do so. As reflected at numerous points in the evidence, he reasonably relied on competent staff and, significantly, on the expertise of personnel from departments outside of PMMD. Mr. Pagano had no reasonable basis to challenge the competency or motives of those around him.

Many of the issues set out below overlap such that a response to one of them is a response, in whole or in part, to another. Accordingly, an effort has been made to minimize repetition. In some instances reply is provided because closing submissions refer to PMMD in a general way probably, but not clearly, intending to omit reference to Mr. Pagano.

Issue 1. – Brenden Power

It is suggested in Mr. Andrew's closing submissions that PMMD experts (referred to in Andrew's closing submissions as "PMMS") should have provided more detailed advice and guidance to Mr. Power and Ms. Viinamae and were the ones responsible for the decision whether or not to proceed by way of an RFQ.¹

As stated in the closing submissions of the City, Mr. Power was engaged to prepare the RFQ by Jim Andrew and by Ms. Viinamae.² He had knowledge, skills and abilities known to Mr. Andrew who had worked with him at the provincial government.³ Mr. Pagano and PMMD had no reason to suspect Mr. Power's competence and therefore to take any steps to purport to supervise him directly or indirectly. It would have been inappropriate for PMMD to have done so in any event as Mr. Power was not a member of Mr. Pagano's staff.

Mr. Pagano adopts the submissions of the City made at Chapter 25, paragraphs 2, 11, 12, 13 and 15 of its closing submissions.

Issue 2. RFQ vs. RFP

To the extent Mr. Andrew is critical of PMMD for not taking charge of the decision of whether or not to proceed by way of an RFQ versus an RFP, and such criticism relates to a failure to directly or indirectly supervise Mr. Power, it is addressed under Issue 1.

Regarding the balance of the criticism, as stated in Chapter 6 of the City's closing submissions, PMMD's role was to ensure that proper purchasing policies and procedures were followed. The expertise and technical knowledge underlying the acquisition of a particular good or service lay with the specific

department making the acquisition. As also described in Chapter 6, the discussion regarding the form of the purchasing document was something which involved Mr. Power, Mr. Spizarsky and Mr. Beattie. Mr. Spizarsky and Mr. Beattie had many years of purchasing experience as well as professional purchasing designations. Mr. Pagano was aware of this and had no reason to question their competence or intervene in their management of the file, nor was he requested to do so. As Mr. Andrew stated with reference to himself, his role was to manage senior and local managers “under general direction” not to micromanage files.⁴ The same can be said of Mr. Pagano. Although Mr. Andrew was of the view that an RFQ was not appropriate, there is no evidence that he brought his concern to the attention of his colleague, Mr. Pagano.

The RFQ was issued within two business days of having been sent to PMMD. While it is possible inquiries may, in fact, have been made by Mr. Spizarsky, who did not testify, it is fair to say that little time was allowed for meaningful input. In retrospect, Mr. Pagano fairly stated that he did not remember whether or not he had any knowledge or awareness of the “RFQ transaction” in his division. He described it as a “standard transaction” and said that unless there was something unusual or some problem, Mr. Spizarsky or Mr. Beattie would not have brought it to his attention. He had no recollection of them doing so or of reading the RFQ at any time before it was issued.⁵ Mr. Pagano stated that he did not go through the RFQ and didn’t believe that his staff went through it thoroughly because “It’s not something that we do, because we are not familiar with

requirements of departments”.⁶ Mr. Pagano adopts the submissions contained in paragraph 19 of Chapter 25 of the City’s closing submissions.

While the City is itself mildly critical of PMMD for not ensuring that I&T had thoroughly assessed procurement options, given PMMD’s late involvement and the purported expertise of Mr. Power, it is submitted that there is little more it could or should have done, and no reason for Mr. Pagano to have insisted upon further scrutiny.

On the matter of PMMD’s responsibility for guidelines, policies and procedures, referred to at page 43 of Mr. Andrew’s submissions, such policies and guidelines were, in fact, in place. As Mr. Pagano stated, from the time of amalgamation in January of 1998, he and PMMD staff had worked to make sense out of the different approaches of the various municipalities and move towards standardizing procedures. As he stated, PMMD “worked on policies and by-laws throughout, after the team was appointed”.⁷ Due to the significant challenge presented by amalgamation, coupled with staff turnover, production of a unified purchasing manual had not yet been completed. However, reasonable efforts were being made to advance that process having regard to the context at the time. Departments were, in any event, advised of purchasing policies by other means.⁸

Issue 3. – PMMD Staff Supervision - RFQ for Leasing

To the extent there is criticism of Mr. Pagano or PMMD in relation to the leasing option, Mr. Pagano repeats and relies on the submissions made in respect of Issues 1 and 2.

It was not the role of PMMD to provide expertise to the initiating department with respect to leasing. As stated by the City, I&T completely failed to convey its intentions to PMMD.⁹ The expertise regarding leasing resided outside of PMMD and there is no basis in the evidence to suggest that Mr. Pagano ought to have intervened either directly or by way of asking Mr. Spizarsky or other staff to do so.

Issue 4. – “Sale” of Equipment to MFP

To the extent the comments on page 23 of Mr. Andrew’s closing submissions attempt to attribute responsibility to Mr. Pagano with respect to PMMD’s failure to provide input on sale and lease-back issues or to instruct his staff to do so, Mr. Pagano relies on the submissions made under Issue 3.

Mr. Pagano was the individual responsible for the sale of the City’s surplus and obsolete assets. However, the sale and lease-back transaction in this case was not of this nature as the goods were neither surplus nor obsolete and

remained in physical possession of the City. Mr. Pagano adopts the submissions contained in Chapter 25, paragraph 67 through 69 of the City's closing submissions. Nevertheless, Mr. Pagano fairly stated that had he known that a sale and lease-back transaction was contemplated, he would have recommended that I&T obtain explicit approval from City Council.¹⁰

Issue 5. – The May 1999 RFQ

Reply in this area is directed at the closing submissions filed by Mr. Andrew and Ms. Viinamae.

PMMD is not in a position to determine if a requirement from a particular department, in this case I&T, best serves the interests of the City. It bears repeating that PMMD is a service, process oriented division. PMMD was fairly entitled to rely on the individual department to accurately describe its needs and to protect the City's best interests in doing so. This principle is accepted in Chapter 6 of the City's closing submissions which Mr. Pagano adopts as correct. While Mr. Pagano will concede that perhaps further questions could have been asked, the exact extent to which they may, in fact, have been asked, is not known in large measure because Mr. Spizarsky did not testify. In light of that fact and that, as submitted by the City, it appears that MFP had no intention of conforming

to the deal as originally structured in any event, it is difficult to speculate on what impact further questioning of the RFQ would have had.

Ms. Viinamae is particularly critical of Mr. Pagano's failure to make inquiries of "the requesting department" as to whether or not the 90 days was a typical time period compared to other transactions.¹¹ Again, Mr. Pagano as head of PMMD could not be expected to review the purchasing documents with a fine tooth comb unless he had been alerted to some reason for doing so. In this case, he was not. The requesting department was the best party to determine if the 90 day period was appropriate.

PMMD reasonably relied on I&T to communicate to it the intent and scope of the tender which I&T failed to do. It was not the role of PMMD to provide expertise to the initiating department with respect to the goods and services to be acquired. Moreover, there is no evidence to demonstrate that Mr. Power or anyone else from I&T sent a copy of the draft RFQ to anyone in PMMD until very late in the process. The RFQ was, as stated, then issued within only two business days of first being received by PMMD.

Mr. Pagano adopts the submissions made in paragraph 27 of Chapter 25 of the City's closing argument. It was not PMMD's responsibility to:

- (a) ensure that the leasing transaction was accurately described;
- (b) specify the intent to do a sale lease-back transaction;
- (c) particularize the sale lease-back equipment;

- (d) provide the leasing volume estimates, and the value of the equipment;
- (e) specify the leasing term;
- (f) specify the mandatory requirements and provide the terms for disqualifying bids; and
- (g) specify the real estimated value of the RFQ.

Issue 6. – Evaluation of the RFQ Responses

Mr. Andrew is critical of Mr. Pagano, among others, for not following up to obtain further information about the MFP response with regard to the 90 day period.¹² Yet, earlier he concedes that the provision of advice and direction in a bureaucratic organization flows downward after a subordinate seeks guidance with respect to particular issues.¹³ Apart from the fact that PMMD did not have the expertise to evaluate the responses, no request was ever made for Mr. Pagano's involvement. In keeping with its usual practice, PMMD prepared a summary of the responses and conducted a preliminary review. The detailed evaluation was, again as usual, to be conducted by the requesting department. It is also a leap to imply, as Mr. Andrew does, that Mr. Spizarsky, an experienced and senior manager, necessarily had an obligation to involve Mr. Pagano in all the circumstances. The evidence does not support that conclusion.

PMMD had a very limited role in the evaluation of the responses to the RFQ as well as in the preparation of the Policy and Finance Committee Report (the "P & F Report") (see issue 8 below).¹⁴ Mr. Pagano adopts the submissions made by the City contained in Chapter 25, paragraphs 35 - 38 that PMMD was not responsible for:

- (a) insuring that each paragraph of the responses to the RFQ met the requirements of section 1.1.17; or
- (b) disqualifying MFP's response because it did not contain a complete mechanism for lease rate changes under section 1.1.17.

Issue 7. – Disqualification of the MFP Bid

This issue is inseparable from Issue 6. Accordingly, Mr. Pagano repeats and relies on the submissions made above in that regard.

Issue 8. – The P & F Report

Mr. Andrew is critical of numerous people, including Mr. Pagano in relation to the fact that the P & F Report was poorly done. However, Mr. Andrew makes the following observation regarding himself which Mr. Pagano submits is applicable to him as well:

“[i]ts not the role of an Executive Director to ‘supervise’ the activities of staff. Rather, the Executive Director provides either ‘general direction’ or ‘direction’ to his direct reports . . . who in turn provide ‘direction’ or ‘general supervision’ to their direct reports . . .”¹⁵.

Again, it was not PMMD’s role to assess the technical needs of the requesting department. It played, as stated, a very limited part in the P & F Report. Mr. Spizarsky’s proposed changes were incorporated in a re-draft on or about June 30, 1999 and reflected concerns relating to the purchasing process not substantive issues.¹⁶ Mr. Pagano’s role was to review the final draft of the report and deal with any questions or concerns his staff had concerning it. He stated that he did not normally review the budget implications in reports as this was something better understood by the persons who had reviewed the budget implication statement on funding sources.¹⁷ Mr. Pagano adopts the submissions made by the City at paragraphs 39 – 50 of Chapter 25. PMMD was not responsible for the fact that the P & F Report failed to:

- a) indicate that the total amount of the leasing transaction would exceed \$43 million dollars. Alternatively, if the total amount of the leasing transaction was limited to \$43 million dollars, neither Treasury nor PMMD had the primary obligation to ensure that this limit appeared in the recommendations section;
- b) clearly highlight the 90 day limit to the quoted lease rate factors;
- c) describe all aspects of the transaction, including end of term and refresh options; or

d) describe MFP as the vendor of record.

To the extent Mr. Rabadi's closing submissions are indirectly critical of Mr. Pagano in this area, he relies on the aforesaid submissions.¹⁸

Issue 9. – 60 Month Lease

Respecting Ms. Viinamae's submissions on this issue, in retrospect Mr. Pagano acknowledges that it would have been preferable if further inquiries had been made.¹⁹ However, neither he nor his staff had any involvement in the drafting of the lease with MFP which was completed before he and several others received copies of Ms. Viinamae's e-mail of October 1, 1999. Ms. Viinamae held a high management position within the City. She did not specifically ask for any input from Mr. Pagano, who didn't believe he had any basis to question her authority, yet she is critical of his failure to comment.²⁰ Mr. Pagano indicated that he spoke with Ms. Corbett after the fact who told him that she could not recall why she had approved the purchase order, but that her standard procedure would have been to have the buyer provide her with back-up information before she approved it.²¹ In any case, as a senior management person, Ms. Viinamae ought to have known the extent of her own signing authority.

Mr. Andrew submits that Mr. Pagano, amongst others, believed that the P & F Committee and later City Council had “approved the mating of I&T equipment life expectancies to the term of the lease”.²² This is not a fair conclusion. Mr. Pagano believed Ms. Viinamae had authority to do what she was doing. He did not consider it to be his role to be a policeman.

As submitted by the City, PMMD, including Mr. Pagano, could not be held responsible for failing to notice if the lease schedules were for five year terms or for failing to direct a new RFQ.²³ It did not receive lease schedules on an ongoing basis and was not responsible for their contents which were in the charge of the Contract Management Office (“CMO”). The leases were prepared and executed outside the purchasing process.²⁴

Issue 10. – Exceeding \$43 Million and “Vendor of Record”

It is implied by Ms. Viinamae’s that Mr. Pagano bears some responsibility for the fact that expenditures exceeded \$43 million dollars and that of MFP was approved as “vendor of record”. This is not correct. Mr. Pagano was clear that he advised Ms. Viinamae to follow appropriate purchasing policies.²⁵

Insofar as the addition of the photocopiers is concerned, there had been an earlier discussion as to whether they would be covered by the MFP lease or whether, instead, a new MFP or RFQ should be issued.²⁶ As a result of these

discussions it was concluded, through an e-mail sent by the CFO and Treasurer, that the photocopiers would come under the MFP lease. There was no reason for Mr. Pagano to suspect that Council authority was being exceeded. The evidence discussed in the City's detailed submissions on this issue is strongly supportive of this conclusion.^{27.}

Likewise, Mr. Pagano cannot be held responsible for MFP's treatment as a "sole service provider" or "vendor of record". He reasonably "assumed", not "knew", (as submitted by Ms. Viinamae),^{28.} that MFP was the "current technology lease provider".^{29.} As admitted in Ms. Viinamae's submissions, he questioned MFP's description of "vendor of record".^{30.} He trusted Ms. Viinamae, as a senior manager, to pursue this issue.

Mr. Pagano stated clearly that it is always up to the departments to make the ultimate decision about how much was being spent, presumably dependent upon their budgetary constraints.^{31.} As submitted by the City in Chapter 14, I&T was responsible for administering the leasing program, PMMD would not have been able to track costs in any event.^{32.} Members of Finance played only an "intermittent supportive" role. It was never apparent to those outside of I&T that it did not intend to seek and never did obtain Council approval for additional leasing expenditures. The reference in paragraph 39 at Chapter 12 of the City's submissions to the effect that Mr. Pagano had been one of the persons who told CMO staff that there was an open-ended vendor of record relationship with MFP is

incorrect. Mr. Pagano said no such thing and when considered within the context of the submissions made in related paragraphs 37 & 38, the reference to Mr. Pagano in paragraph 39 appears to have been made in error.

Mr. Pagano adopts the submissions at paragraphs 107 through 109 of Chapter 25 of the City's closing argument to the effect that the primary responsibility to maintain financial controls rested with the actual business unit.

PMMD was not responsible for:

- (a) alerting Council when leasing expenditures surpassed \$43 million dollars;
- (b) ensuring that the \$43 million collar maximum was not exceeded; or
- (c) ensuring that MFP was not treated as a sole service provider or vendor of record.

Mr. Pagano repeats and relies on these submissions to the extent Mr. Andrew's submissions also address this issue.

The City is critical of PMMD and Mr. Pagano for not providing enough assistance to the CMO. Mr. Pagano readily conceded that perhaps his staff should have followed up on his memorandum of December 13, 1999. It was not unreasonable, however, for him to believe that the matter was in no further need of his attention when no response was, in fact, received. As stated by the City, there is no evidence that Ms. Viinamae ever even brought the memo to the attention of

anyone else included in managing the leasing program.³³ The City fairly accepts that Mr. Pagano and PMMD were not to act as policemen.³⁴ CMO was a new concept and a creation of I&T. It is understandable in the circumstances that there would be some unclarity of functions. In any case, it is submitted that the evidence demonstrates appropriate diligence on Mr. Pagano's part.

It is accepted by the City that PMMD is not responsible for the \$43 million dollar limit being exceeded and its criticisms in Chapter 25, paragraphs 89 – 91 must be seen in that light. The responsibility for financial controls did not lay with PMMD. By any fair standard of judgment, Mr. Pagano had no reason to be on his guard that I&T might not be acting in accordance with appropriate by-laws and approvals. That said, Mr. Pagano concedes that it is regrettable that more questions were not asked by PMMD staff or by him.

Issue 11. – Blanket Contract & SAP

The first purchase requisition document was not obtained by PMMD until approximately a year after the City had entered into its First Equipment Schedule. The requisition was approved and signed by Mr. Andrew. As submitted by the City, PMMD relied on the user department to provide all the necessary information required by it to issue either a purchase order or a blank contract.³⁵ As also stated, it was not the practice of PMMD to follow up with the user department to request a purchase requisition once Council had approved a

transaction and it was I&T's responsibility to ensure that all information was communicated to PMMD in a timely manner. It was not up to PMMD to control the timing of the issuance of a blanket contract.

Ms. Corbett initialed the MFP purchase requisition and approved the issuance of the blanket contract. Mr. Pagano's evidence regarding a subsequent conversation he had with her in this regard is discussed above under Issue 9. There is no direct evidence as to what actual steps Ms. Corbett took to compare the MFP purchase requisition to the Council report. While Mr. Pagano accepted that the failure by staff to ask these further questions was not satisfactory, it is difficult to conceive of what other particular steps he might personally have taken in the circumstances.

Insofar as SAP is concerned, individual departments are responsible for entering information into the system.³⁶ Mr. Pagano's evidence was to the effect that as of March of 2000 I&T began entering its own documents into the system.³⁷

Issue 12.- Oracle

Ms. Viinamae suggests that Mr. Pagano, among many others, approved the Oracle purchase.³⁸ While this is true in a literal sense, the expertise behind the decision to make the purchase came with the Y2K Committee (of which

nobody from PMMD was a member) and I&T. Mr. Pagano submits that the comments made by the City in Chapter 1, paragraphs 102 to 105 and paragraph 150 of its submissions are accurate and adopts them as well as those at Chapter 25, paragraph 117. Mr. Pagano and PMMD had no responsibility for the Oracle transaction. Mr. Pagano's only involvement in Oracle was "...to ensure that proper purchasing procedures were followed".³⁹ When asked if he would have done anything different had he known in December of 1999 that there was an intention to lease the Oracle products he indicated, among other things, that the:

"...decision to lease or buy would not have been made by myself. It was obviously made by others and I am assuming that it was the Steering Committee that was aware of that. So, I don't think I would have done anything."⁴⁰

There is no basis in the evidence to suggest that Mr. Pagano should have taken further measures. PMMD was not monitoring the amount of assets that were actually going out of the office on to the MFP lease, consistent with the policy that responsibility for expenditures lay with the user department.⁴¹

Recommendations for Consideration

Having reflected on the events giving rise to this Inquiry and with the greatest of respect to the Commissioner and Inquiry, Mr. Pagano suggests that consideration be given to making recommendations along the following lines from the perspective of PMMD:

1. that a directive be sent to all City Management staff clarifying signing authority for legal contracts and that such information be posted on the City's Intranet so that it is easily accessible to all City Staff;
2. that individual departments be reminded that it is their responsibility to provide clear, concise, accurate descriptions of their purchasing requirements being included in call documents issued by PMMD, to ensure that they have the expertise necessary to properly evaluate responses, and to seek such expertise from outside of their departments, where necessary;
3. that it be reiterated that individual departments are responsible for issuing contract release orders against blanket contracts to ensure that all transactions are properly recorded, are responsible for monitoring the contracts to ensure that dollar amounts are not exceeded and that the goods or services provided by the supplier are in accordance with what was offered in their submission and terms and conditions of the contract, that only what is covered by the contract is in fact purchased, and that payments are properly reviewed and approved by the department before they are processed; and
4. that all City staff initiating requests for purchase of goods or services, be directed to identify any intended purchases which they consider to be of an unusual or extraordinary nature either by virtue of their type, dollar value, amount, or public interest and to report them to their director and that, thereafter, the director should consult with such other directors or other City staff, as considered appropriate to

formulate a multi-disciplinary mode of dealing with the purchase such that appropriate input is sought and received from all relevant parties.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

January 20, 2005.

Teplitsky, Colson per:
Leonard F. Marsello
Counsel for Mr. Lou Pagano

REFERENCES

1. Closing Submissions of James Andrew ("*Andrew Closing Submissions*") p. 16;
2. Closing Submissions of the City of Toronto ("*City Closing Submissions*") Chapter 6, paragraphs 34 - 38;
3. *Andrew Closing Submissions*, p. 19;
4. *Andrew Closing Submissions*, p. 20;
5. Evidence of Lou Pagano ("*Pagano*"), February 25, 2003, pp. 45 – 48;
6. *Pagano*, February 25, 2003, p. 60;
7. *Pagano*, February 24, 2003, pp. 114 – 118, 147 – 148;
8. *Pagano*, February 26, 2003, pp. 7 – 11;
9. *City Closing Submissions*, Chapter 25, paragraph 18;
10. *Pagano*, February 25, 2003, pp. 54 – 56;
11. Closing Submissions of Ms. Lana Viinamae ("*Viinamae Closing Submissions*"), paragraphs 164 – 167;
12. *Andrew Closing Submissions*, p. 56;
13. *Andrew Closing Submissions*, pp. 53 - 54 ;
14. *City Closing Submissions*, Chapter 7, paragraphs 14 - 17;
15. *Andrew Closing Submissions*, p. 55;
16. *City Closing Submissions*, Chapter 7, paragraph 32;
17. *Pagano*, March 3, 2003, p. 198;
18. Closing Submissions of Nadir Rabadi, Part VI;
19. *Pagano*, February 25, 2003, pp. 108 – 109;
20. *Viinamae Closing Submissions*, paragraph 183;

21. *Pagano*, March 4, 2003, p. 113;
22. *Andrew Closing Submissions*, p. 72;
23. *City Closing Submissions*, Chapter 25, paragraph 73;
24. *Pagano*, February 25, 2003, p. 154;
25. *Pagano*, February 25, 2003, pp. 143 – 149;
26. *Pagano*, March 4, 2003, pp. 139 – 141;
27. *City Closing Submissions*, Chapter 16;
28. *Viinamae Closing Submissions*, paragraph 356;
29. *Pagano*, March 4, 2003, p. 141;
30. *Viinamae Closing Submissions*, paragraph 352;
31. *Pagano*, March 3, 2003, pp. 75 – 76;
32. *Pagano*, February 26, pp. 209 - 210;
33. *City Closing Submissions*, Chapter 12, paragraphs 30 – 31;
34. *City Closing Submissions*, Chapter 14, paragraph 3;
35. *City Closing Submissions*, Chapter 25, paragraph 98;
36. *City Closing Submissions*, Chapter 12;
37. *Pagano*, February 25, 2003, p. 14;
38. *Viinamae Closing Submissions*, paragraphs 28;
39. *Pagano*, February 25, 2003, p. 159;
40. *Pagano*, February 25, p. 170;
41. *Pagano*, March 4, 2003, pp. 191 – 193;