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BEFORE THE ARIZONA CORPORATION COMMISSION

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IN THE MATTER OF THE APPLICATION OF TRUXTON CANYON WATER COMPANY, INC. FOR APPROVAL OF A RATE INCREASE.

DOCKET NO. W-02168A-11-0363

IN THE MATTER OF THE APPLICATION OF TRUXTON CANYON WATER COMPANY, INC. FOR APPROVAL OF A REVISION OF THE COMPANY'S EXISTING TERMS AND CONDITIONS OF WATER SERVICE.

DOCKET NO. W-02168A-13-0309

IN THE MATTER OF THE APPLICATION OF TRUXTON CANYON WATER COMPANY, INC. FOR AUTHORITY TO INCUR LONG-TERM DEBT.

DOCKET NO. W-02168A-13-0332

STAFF'S REPLY BRIEF

ORIGINAL

I. INTRODUCTION.

The Utilities Division Staff ("Staff") of the Arizona Corporation Commission ("Commission") files its Reply Brief to address matters raised in the parties' initial briefs. The purpose of this Reply Brief is not to repeat every point made in Staff's Initial Closing Brief, nor will it attempt to refute every single issue raised by the Company or VVPOA; instead Staff relies upon its position as expressed within the initial brief.

II. DISCUSSION.

A. Rate Issues.

1. There are two primary rate issues: the cost of purchased water and the cost of the outside services or management fees, both of which were excluded by Staff. As to the purchased water expense, Staff does not disagree that the Company should be able to recover its cost of providing water service to its customers, provided those costs can be determined and are reasonable, including the cost of water provided by the Trust. In this case, whether the Company and the Trust are alter-egos, or public service corporations, this remains true. The cost of water provided by the Trust to Truxton could occur as a purchased water cost or by the allocation of the Trust's costs to the

1 Company, or a by combination of the two, so long as the components are clear and not duplicative.
2 In its recommendations, this is what Staff attempted to achieve.

3 Unfortunately in this case, insufficient information was provided by the Company to permit
4 Staff, or, in Staff's opinion, the Commission, to make such a determination. The difficulties in this
5 case result from the affiliate relationship between Truxton and the Trust and Truxton's failure to
6 support its costs. As pointed out in Staff's Initial Closing Brief, there is reason to be concerned that
7 there is duplication of costs allocated. The Water Supply Agreement ("WSA")¹ appears to set the
8 cost of water on the basis of the full cost of providing the same. Therefore the allocation of
9 additional costs to Truxton would be duplicative. Had the Company been able to support its expenses
10 with documentation, or even identify them at hearing, some differences might have been discernible.
11 But, because they are not, because the terms of the WSA are contrary to the National Association of
12 Regulatory Utility Commissioners ("NARUC") Accounting Guidelines for Cost Allocations and
13 Affiliate Transactions ("NARUC Guidelines" or "Guidelines") and because the Company is under a
14 standing order of this Commission to acquire the water plant assets of the Trust, Staff chose to utilize
15 the allocated costs rather than the purchased water charge.

16 There is no legitimate reason why the Company could not have provided appropriate
17 documentation to support its claimed expenses. The Company has been on notice of the need to do
18 so since the 2010 Order to Show Cause ("OSC") case.² As of the January 18, 2011, Stipulation
19 Agreement in that matter, which Rick Neal executed as manager, he was managing the water
20 company and knew that the Company was to file a rate case by September 30, 2011, and to provide
21 Staff with access to the Trust's accounting books and records.³ As of that date Mr. Neal had notice of
22 his duty to provide documentation regarding the cost of service.

23 While Mr. Neal, in theory, could have faced difficulties providing supporting documentations
24 for the 2011 test year, if he was not the manager for that entire year, there was no reason he should
25 have been unable to provide that documentation for the 2012 test year. There are numerous steps Mr.

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27 ¹ Water Supply Agreement, Ex. S-6.

² Dkt. No. W-02168A-10-0247.

28 ³ Decision No. 72386, Attachment A, Dkt. W-02168A-10-0247.

1 Neal could have taken. He could have reviewed other cases to determine a comparative market value
2 for purchase of water by the Company. He could have provided the Trust's general ledger, bank
3 statements, check registers or cancelled checks. He could have provided an inventory of Trust assets
4 used in the Company's provision of water service. But he did not. In fact, the Company could not
5 even specify what goods, services and assets had been provided by the Trust to the Company, let
6 alone either the actual cost or the market value thereof. Without such information, particularly given
7 the absence of arm's length transactions and the history of comingling of funds, the Commission
8 should not include those costs in rates.

9 **B. Financing application.**

10 Based on Staff's review of the Company's Post Hearing Brief, most of the arguments raised
11 by Truxton regarding the financing aspects of the application were already addressed in Staff's Initial
12 Closing Brief. The Company's discussion of the financing (as set forth in its brief) demonstrates the
13 extent to which the Company is merely an alter-ego of the Trust. In Truxton's initial brief, the
14 Company discusses its concerns about financing repairs to an unidentified, one mile segment of
15 transmission pipe owned by the Trust and states, "But as previously noted, the **Trust** does not have
16 \$100,000 at its disposal for such a project, which is why **it** sought the financing that Staff wants
17 denied."⁴ As it is Truxton which is applying for the financing, it is difficult to reconcile statements
18 such as this with the notion that Truxton is in fact a separate entity from the Trust.

19 Responding to the substance of the Company's argument that it needs the financing to fund
20 repairs to the transmission line in order to meet Commission water loss requirements, Staff would
21 reiterate that the Company has provided no information about what portions of pipe would be
22 affected. Absent such information, Staff is unable to evaluate the feasibility of the request. As
23 discussed within Staff's initial brief, depending on the location involved, the costs could be
24 substantially greater than what the Company anticipates.

25 Further complicating the financing request is that it is ostensibly for the repair of facilities
26 owned by Truxton's unregulated affiliate, the Trust. Through Mr. Neal, the Company testified to its

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28 ⁴ Truxton Post Hearing Br. at 7 (emphasis added).

1 understanding that WIFA will not provide financing for improvements to system assets that are not
2 owned by the utility.⁵ As Staff is further recommending against approving an additional \$1.4 million
3 to finance the purchase of the Trust's utility assets, a condition which is allegedly necessary for the
4 Trust to consider transferring the assets, it seems unlikely that any segment of the transmission
5 pipeline will become an asset of Truxton in the foreseeable future.

6 With regard to the financing of the electric improvements to the Hualapai 1 Well, the
7 Company's initial brief reflects a failure to appreciate the lengthy discussion of Staff's position that
8 was provided at hearing. Staff is not recommending any amount for the purpose of converting the
9 Hualapai 1 well to electric pumps. As explained in Staff's initial brief, and testified to at hearing by
10 Ms. Hains on behalf of Staff, Staff does not believe that the requested financing is sufficient to fund
11 the conversion of the Hualapai 1 Well to electric. The application does not include the substantial
12 cost of acquiring and installing electric pumps.⁶ Consequently, Staff recommends denial until such
13 time as the Company provides an application that could feasibly accomplish the conversion.

14 **C. Transfer of Trust's Utility Assets.**

15 The Company's discussion of the transfer of the Trust's assets again illustrates Truxton's
16 wearing the mantle of the Trust as it battles on the Trust's behalf rather than arguing in the utility's
17 interests. Truxton raises two issues on brief in relation to the transfer of assets, neither of which is
18 persuasive. The first is that it disputes Staff's position that the 50 to 70 year old utility assets under
19 Trust ownership are fully depreciated. The second is that the Company believes that requiring the
20 transfer of the Trust's assets raises issues of taking private property without just compensation.

21 **1. Depreciation.**

22 The Company asserts that Staff's position regarding depreciation is based on an assumption of
23 full depreciation and that assumption in turn requires, in accordance with NARUC guidelines, that
24 the transfer be at the depreciated value which is lower than the market value.⁷ Far from a failing of
25 Staff's position, this assertion reflects a basic deficiency of the Company's position on the valuation

27 ⁵ Tr. at 303-304.

⁶ *Id.* at 481.

28 ⁷ Truxton Post Hearing Br. at 5.

1 of the Trust's assets. As the applicant in the proceeding, Truxton bears the burden of proof with
2 regard to any relief that it is requesting. However, the Company has failed to meet its burden.

3 It is undisputed that the principal facilities, the wells and the transmission line, were installed
4 variously between 50 and 70 years ago. It is also undisputed that, absent replacement, even the
5 newest of the facilities would be completely depreciated at this point. The only argument that the
6 Company has raised to suggest that there may, nonetheless, remain some as yet not fully depreciated
7 value to the assets is the possibility that, in the course of operating and maintaining the facilities,
8 replacements or improvements have occurred at some point.⁸

9 Staff does not dispute that capital replacements or improvements might have some remaining
10 depreciable value. However, a recurring concern affecting several aspects of the Company's
11 application is the absence of supporting documentation to corroborate the Company's position. It is
12 incumbent on Truxton as the applicant to supply evidentiary support for the position it advocates.
13 Without such evidentiary support, the Company's assertion is merely speculative and is insufficient
14 to carry its burden. Staff's reliance on assumptions is a reflection of the lack of information that the
15 Company provided Staff with which to evaluate the application.

16 **2. Takings.**

17 Interestingly, the Company has opted to advocate on the Trust's behalf to assert that a transfer
18 of the Trust's assets at the zero dollar valuation Staff recommends would amount to a taking of the
19 Trust's property. In support of the Company's view, it asserts that the body of constitutional law
20 regarding takings trumps NARUC guidelines. The Company's position is unpersuasive as it has not
21 provided credible valuation evidence to show that there is a market value for the assets that is
22 different from the net book value, and further the Commission has not ordered the Trust to do
23 anything with its assets at this point.

24 **a. Valuation.**

25 In response, Staff would observe that the same deficiency with regard to the Company's
26 position regarding Staff's assumptions on depreciation permeates its arguments regarding the
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28 ⁸ Matthew Rowell Reb. Test., Ex. A-5 at 3; Tr. at 287.

1 possibility of a taking occurring. NARUC guidelines require transfers between affiliates to be at the
2 lower of market value or its net book value. Because the Company cannot show that the assets are
3 not fully depreciated, the net book value is necessarily zero.

4 There is a similar lack of reliable information regarding the market value of the Trust's utility
5 assets. The Company provided no evidence from an appraiser or anyone able to provide a market
6 valuation.⁹ The only attempt at a present valuation that the Company provided was in the form of a
7 reconstruction cost study prepared by Matt Rowell.¹⁰

8 The reconstruction study suffers numerous shortcomings and should not be relied upon for
9 purposes of suggesting a market valuation. The most immediate deficiency in the reconstruction
10 study is that it does not acknowledge or account for any depreciation. It is inherently unrealistic to
11 assume that the market would ignore the age of the facilities when estimating a value to place on
12 them. Staff noted additional concerns relating to the Company's reconstruction study as it does not
13 explain why certain choices were made, such as assuming the use of unconventional materials for the
14 construction of the transmission pipeline.¹¹

15 Staff performed its own reconstruction cost study, albeit an original reconstruction cost
16 study.¹² Staff's study was not performed to provide a suggested valuation for the Trust's assets.¹³
17 The Company did not expressly reject the Staff study and even suggested that, if inflation were
18 applied, it would produce a present value in the vicinity of \$20 million.¹⁴ However, as explained by
19 Dorothy Hains during the hearing, the Handy-Whitman Trending Guide, excerpted by NARUC,
20 already includes embedded inflation.¹⁵ Consequently, a properly performed current reproduction
21 valuation using Handy-Whitman would trend forward from original cost and not add additional
22 inflation. Staff's study was also properly supported by a professional engineer registered in the state

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25 ⁹ Tr. at 73, 173-77.

26 ¹⁰ *Id.* at 115-21, 180-90.

27 ¹¹ *Id.* at 186-87.

28 ¹² Hains Test. Summary, Ex. S-2.

¹³ Due to Staff's position regarding depreciation, Staff's study would still produce a current value of zero dollars as the
plant would be fully depreciated at present. Tr. at 471-72.

¹⁴ Tr. at 470.

¹⁵ *Id.*

1 of Arizona who regularly produces such studies.¹⁶ Although Staff is not presenting this study for
2 purposes of evaluating the valuation of the Trust's assets, Staff does believe that it presents a more
3 realistic view of the original cost to produce the Trust's utility assets.

4 **b. The Trust.**

5 A second issue with the Company's position is that the Commission has not ordered the Trust
6 to do anything with its property. Decision No. 72386 adopted a settlement entered into between Staff
7 and the Company which required the Company to acquire the assets. The Commission has not
8 ordered and Staff is not recommending an invasion into the private assets of the Trust. It is the
9 Company, an affiliate of the Trust, which agreed to acquire the Trust assets and is currently subject to
10 an order requiring the acquisition of those assets.

11 As explained in Staff's initial brief, Staff maintains that the circumstances presented here
12 support a conclusion that the Company is an alter-ego of the Trust. As further stated in Staff's
13 discussion of whether the Trust is a public service corporation, Staff is not urging that the
14 Commission arrive at such a conclusion at this time. However, Staff does believe that regulatory
15 imputation of the Trust's assets as well as the associated expenses related to the operations and
16 maintenance of said utility plant to the Company is both within the Commission's authority and
17 supportable on the record. Staff's recommendation of an imputation of those assets at zero value
18 along with recovery of appropriate expenses is consistent with this approach.

19 Imputation for regulatory purposes does not constitute a taking as no ownership is changing
20 hands. The Company may argue that a taking is occurring. However, to the extent that the full
21 expenses related to operating and maintaining the Trust's utility facilities are not being recovered, the
22 cause of any such issue is the absence of any supporting documentation to substantiate the actual
23 expenses being incurred. Consequently, the Company's failure to present evidence supporting the
24 Trust's expenses would likewise not serve as the basis of a taking.

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28 ¹⁶ *Id.* at 466-68.

1 **D. Interim Management.**

2 Staff addressed in its Initial Closing Brief the facts in this case which warrant a continuation
3 of Staff's authority to appoint an interim manager. Staff will not reiterate those here and limits this
4 discussion to the Commission's authority to appoint an interim manager. The Commission's
5 authority to do so is provided by both the Arizona Constitution and statutes. Under Article XV,
6 Section 3 of the Arizona Constitution, the Commission has the authority to "make and enforce
7 reasonable rules, regulations, and orders for the convenience, comfort, and safety, and the
8 preservation of the health, of the employees and patrons of such corporations." A.R.S. § 40-321
9 further authorizes that "when the commission finds that the equipment, appliances, facilities or
10 service of any public service corporation, or the methods of manufacture, distribution, transmission,
11 storage or supply employed by it, are unjust, unreasonable, unsafe, improper, inadequate or
12 insufficient, the commission shall determine what is just, reasonable, safe, proper, adequate or
13 sufficient, and shall enforce its determination by order or regulation." The Commission also has the
14 statutory authority under A.R.S. §§ 40-331 or 336 to require operational practices to be observed.
15 Concomitant to that authority is the authority to appoint personnel who will perform the required
16 operational tasks, such as ADEQ testing, to ensure health and safety.

17 Arizona's courts have recognized that situations may arise where a problem that must be
18 solved – be it as to health and safety or the comfort, convenience, adequacy and reasonableness of
19 service – either has not been addressed by a general rule or regulation, or is so case specific that a
20 general rule has not been adopted, or is so varying in nature that it cannot be captured within a
21 general rule. In such situations, the agency must have power to address the specialized problem
22 which arises within the area of its constitutionally and statutorily invested competence on a case-to-
23 case basis if the administrative process is to be effective.¹⁷ Where a water utility acts in a manner
24 that threatens the health or safety of its customers, the Commission has the authority to impose
25 appropriate requirements to protect the public interest.

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28 ¹⁷ *Arizona Corporation Commission v. Palm Springs Util. Co., Inc.*, 24 Ariz.App. 124, 129, 536 P.2d 245, 250 (1975).

1 **E. Trust as a Public Service Corporation .**

2 Truxton, in its Post Hearing Brief, fails to establish that the Trust is not a public service
3 corporation. Truxton does not dispute that the Trust meets the criteria of Article 15, Section 2 of the
4 Arizona Constitution, the first step for it to be deemed a public service corporation. As to the second
5 step, the application of the factors set forth in the case of *Natural Gas Serv. Co. v. Serv-Yu*
6 *Cooperative, Inc.*,¹⁸ Truxton's analysis is cursory, at best. Truxton also ignores the clear approach of
7 the *Southwest Transmission Cooperative v. Arizona Corporation Commission* case ("SWTCO"),¹⁹
8 which focuses primarily on whether the entity is providing service to the public and whether the
9 entity has dedicated its assets to public use, both of which Truxton clearly does.

10 The *Serv-Yu* factors act as a guideline for analysis; they are not merely a checklist of items,
11 and not all factors must be present for an entity to have public service corporation status. Nor are
12 they to be narrowly applied.²⁰ In addressing those factors, Truxton suggests that the provision of
13 water to Truxton (and to Cerbat Water Company) does not make the Trust a public service
14 corporation because the Trust was not created for that purpose. The Trust, it says, was created to pass
15 assets from one generation to another and minimize the resulting taxes. That only addresses the form
16 which the ownership of assets was to take, not what its operations and goals would be. The decision
17 to use a trust to transfer assets and avoid taxation is akin to the creation of an entity as a corporation
18 rather than a partnership or sole proprietorship for tax or liability purposes. However, case law
19 clearly establishes that what the entity does may be more relevant to the issue than what its initial
20 stated purpose was.²¹

21 The evidence here makes it clear that the Trust is far more than just a receptacle for family
22 assets, or a holding company. The Trust actively engages in utility operations: it owns and provides
23 operational support to, if not full management of, two water companies. Pursuant to the WSA,²² the
24 Trust owns and maintains the wells and a fifteen mile transmission line, provides and maintains
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26 ¹⁸ *Natural Gas Serv. Co. v. Serv-Yu Coop.*, 70 Ariz. 235, 219 P.2d 324 (1950).

27 ¹⁹ *Southwest Transmission Cooperative, Inc. v. Ariz. Corp. Comm'n*, 213 Ariz. 427, 142 P.3d 1240 (App. 2006).

28 ²⁰ *Southwest Transmission Cooperative*, 213 Ariz. at 432, 142 P.3d at 1245.

²¹ *Serv-Yu Coop.*, 70 Ariz. at 237-38, 219 P.2d at 325-26.

²² Water Supply Agreement, Ex. S-6.

1 meters, and tests and treats water. As Mr. Neal indicated, the Trust owns all of the assets needed to
2 provide water service and it provides not only those assets to Truxton, but also employees who
3 provide services to Truxton.²³ Regardless of whether a management agreement is currently in place,
4 Mr. Neal's testimony on that issue, referenced in Staff's Initial Closing Brief, makes it abundantly
5 clear that the Trust provides significant management services to the water company, at a cost of more
6 than \$200,000 annually.

7 Truxton states that its primary business is the cattle ranch, and suggests that the provision of
8 water service to Truxton for the use of its customers is merely incidental. Staff would argue that the
9 provision of water is not 'incidental' in this circumstance. Arizona's courts have determined that in
10 certain circumstances, the provision of what would ordinarily constitute utility service, such as
11 providing water or maintaining a telecommunications signal, could be incidental to the primary
12 function of the entity, so that it is not acting as a public service corporation.²⁴ For instance, in
13 *General Alarm v. Underdown*, a burglary service company which offered property protection services
14 and alarm systems and maintained an emergency signal as part of its services, was not a public
15 service corporation; the transmission of messages was merely incidental to the operation of the main
16 business of property protection.²⁵ Nor, in *Arizona Corporation Commission v. Continental Security*
17 *Guards*, was a security guard company which provided an armored car service as part of its
18 furnishing of security guards for the protection of businesses deemed a common carrier, "because the
19 armored car service was merely incidental to and part of the main business of protecting money and
20 securities."²⁶ In *Quick Aviation Company v. Kleinman*, the transportation of pesticides by a crop
21 dusting company which used them for spraying is merely incidental to the crop-dusting function.²⁷
22 Finally, in the case of *Arizona Corporation Commission v. Nicholson*,²⁸ an entity that rented trailer
23 spaces to certain limited types of trailers and provided water to the trailers as part of the monthly
24 rental charge, was not a water utility, as providing water was incidental to the primary business.

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26 ²³ Tr. at 241.

27 ²⁴ *Southwest Transmission Cooperative*, 213 Ariz. at 432, 142 P.3d at 1245.

28 ²⁵ *General Alarm v. Underdown*, 76 Ariz. 235, 262 P.2d 671 (1953).

²⁶ *Arizona Corporation Commission v. Continental Security Guards*, 103 Ariz. 410, 443 P.2d 406 (1968).

²⁷ *Quick Aviation Company v. Kleinman*, 60 Ariz. 430, 138 P.2d 897 (1943).

²⁸ *Arizona Corporation Commission v. Nicholson*, 108 Ariz. 317, 497 P.2d 815 (1972).

1 The critical difference between these cases and that of Truxton is that the utility-type services
2 in question were incidental *to* a primary function. The *Nicholson* court recognized that when one of
3 the activities is not incidental to another, the entity provides two types of business, each of which
4 would be analyzed separately as to whether it would be deemed a public service corporation, citing
5 *Wingrove v. Public Service Commission*,²⁹ where the entity provided electricity for mining purposes
6 and provided electricity to residents of the nearby town. In that case, the provision of electricity to
7 townspeople was not incidental to the mining business, but a separate function to be judged on a
8 stand-alone basis. In this case, the provision of water to Truxton and its customers is not connected in
9 any way to the cattle ranching business. Therefore, even if the Trust's primary business is the cattle
10 ranch, the operation of the water companies and the provision of water is not 'incidental' to that
11 business.

12 The other primary factor considered in the SWTCO case was the intention of the entity to
13 dedicate its assets to public use. Here, the Trust operated a cattle business. When residential
14 properties were developed nearby, the Trust created Truxton (and Cerbat) to provide water service to
15 the residents of that development. The wells that were to produce the water were retained by the
16 Trust rather than being transferred to Truxton, but were to serve as the supply of water for those
17 customers.³⁰ This clearly constitutes dedication of assets to public use. Finally, though Staff believes
18 that the Trust is a public service corporation, based on the evidence presented, Staff is not pressing
19 for a conclusion in this docket that the Trust is a public service corporation, given that the Trust has
20 not been made a party to this action.

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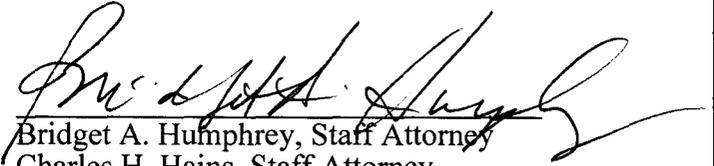
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²⁹ *Wingrove v. Pub. Serv. Comm'n*, 74 W.Va. 190, 81 S.E. 734 (1914).

28 ³⁰ Tr. at 270.

1 **III. CONCLUSION.**

2 The Commission should adopt the Staff recommendations as discussed herein and in Staff's
3 Initial Closing Brief.

4 RESPECTFULLY SUBMITTED this 12th day of May, 2014.

5
6 
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