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**BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION
IN THE OFFICE OF ADMINISTRATIVE HEARINGS**

In the Matter of:

) **Docket No. 22F-P21-058-BTR**

) **Eduardo Ornelas,**
) **Registered Architect No. 22461,**
) **and**
) **Arquitecto E.J. Ornelas & Associates**
) **Architect Firm,**
) **Registration No. 11260, Expired,**
) **Respondents.**

) **FINDINGS OF FACT,**
) **CONCLUSIONS OF LAW**
) **AND ORDER**

11 This matter came before Kay A. Abramsohn, Administrative Law Judge (ALJ) for the
12 Office of Administrative Hearings on August 26, 2022 in the Office of Administrative Hearings
13 for the purpose of determining whether grounds exist to take disciplinary action against Eduardo
14 Ornelas (“Respondent”) and Arquitecto E.J. Ornelas & Associates (“Firm”). The Respondent
15 appeared in person at the hearing representing both himself and Firm, and the Board appeared
16 through Assistant Attorney General Deanie Reh.

17 At its regularly scheduled monthly meeting held on November 1, 2022, the Board
18 considered whether to adopt, modify or reject the ALJ’s Decision and Order, dated September
19 23, 2022. Seth Hargraves, Assistant Attorney General, was present remotely to provide the
20 Board with independent legal advice. Respondent did not appear before the Board. Assistant
21 Attorney General Deanie Reh appeared remotely on behalf of the State. Ms. Reh requested that
22 the Board consider modifying the third paragraph of the Recommended Order (which required
23 Respondent to pay the costs and fees incurred by the Board during the investigation and
24 prosecution of this matter) to specify the amount of costs and fees, and to set a timeframe for
25 compliance. The Board also discussed modifying the first paragraph of the Recommended Order
26 to include a timeframe for paying restitution to the client.

27 After hearing the state’s argument, discussing the recommended decision and the
28 proposed modifications, the Board voted to adopt the ALJ’s Findings of Fact and Conclusions of

1 Law, as written, and to adopt the ALJ's Recommended Order, as modified to require that client
2 restitution be paid within one hundred and eighty (180) days of the effective date of the Order; to
3 specify the amount of attorneys costs and fees (\$5,179.00) and the amount of investigative costs
4 (\$806.00) to be paid; and to specify the costs and fees are to paid within one hundred and eighty
5 (180) days of the effective date of the Order.

6 Based on the ALJ's Recommended Decision, the administrative record in this matter and
7 modifications adopted by the Board, the Board issues the following Order:

8 **FINDINGS OF FACT**

9 1. The Board adopts Findings of Fact, paragraphs 1 through 26, of the Administrative
10 Law Judge's Recommended Decision attached hereto and incorporated herein by this reference.

11 **CONCLUSIONS OF LAW**

12 2. The Board adopts Conclusions of Law, paragraphs 1 through 13, of the
13 Administrative Law Judge's Recommended Decision attached hereto and incorporated herein by
14 this reference.

15 **ORDER**

16 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues the
17 following Order:

18 1. **RESTITUTION.** Within one hundred and eighty (180) days of the effective date
19 of this Order, Respondent shall pay full restitution to Client of Client's deposit in the amount of
20 three-thousand seven-hundred fifty dollars (\$3,750.00) and present the Board with
21 documentation of proof of payment to the Client.

22 2. **SUSPENSION.** As of the effective date of this Order, Respondent's professional
23 architect registration No. 22461 issued by the Board shall be suspended until such time that
24 Respondent presents the Board with documentation of proof of payment to the Client.

25 3. **COST OF INVESTIGATION.** Within one hundred and eighty (180) days of
26 the effective date of this Order, Respondent shall pay to the Board the cost of investigation in the
27 amount of eight-hundred and six dollars (\$806.00) by certified check or money order made
28 payable to the State of Arizona Board of Technical Registration or by credit card.

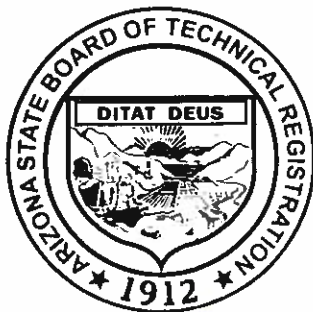
1 4. **ATTORNEYS COST AND FEES.** Within one hundred and eighty (180) days of
2 the effective date of this Order, Respondent shall pay to the Board attorneys costs and fees in the
3 amount of five-thousand one-hundred seventy-nine dollars (\$5,179.00) by certified check or
4 money order made payable to the State of Arizona Board of Technical Registration or by credit
5 card.

6
7 **Right to Petition for Rehearing or Review**

8 Respondents are hereby notified that they have the right to file a motion for rehearing or
9 review. Pursuant to A.R.S. § 41-1092.09(B) and A.A.C. R4-30-126(A) the motion for rehearing
10 or review must be filed with the Board's Executive Director within thirty (30) days after service
11 of this Order. Service of this Order is defined as five (5) calendar days after mailing. A.A.C. R4-
12 30-126(A).

13 The motion for rehearing or review must set forth legally sufficient reasons for granting a
14 rehearing or review. A.A.C. R4-30-126(C). If a petition for rehearing or review is not filed, the
15 Board's Order becomes effective thirty-five (35) days after it is mailed to Respondents.
16 Respondents are further advised that the filing of a motion for rehearing or review is required to
17 preserve any rights of appeal to Superior Court.

18
19 **DATED** this 2 day of NOVEMBER, 2022.



Arizona State Board of
Technical Registration

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Jack Gilmore, Chairman

ORIGINAL filed this 3 day of November, 2022, with:

Arizona State Board of Technical Registration
1110 W. Washington, Ste. 240
Phoenix, AZ 85007

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COPY mailed via Certified Mail No. 9214 8901 9434 4600 0899 73

First Class mail this 3 day of November, 2022, to:

Eduardo Ornelas
Arquitecto E.J. Ornelas & Associates
Pinoeer Plaza
100 N. Stone, Ste. 1002
Tucson, AZ 85701
Arquitecto-EJO@hotmail.com

COPY of the foregoing e-mailed this 3 day of November, 2022, to:

Deanie Reh
Deanie.reh@azag.gov

Seth Hargraves
Seth.hargraves@azag.gov

COPY of the foregoing submitted through the OAH Portal 3 day of November, 2022, to:

Kay A. Abramsohn
Office of Administrative Hearing
1740 W Adams St, Phoenix, AZ 85007

By: Kurt Winter

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IN THE OFFICE OF ADMINISTRATIVE HEARINGS

In the Matter of:

No. 22F-P21-058-BTR

Eduardo Ornelas,
Registered Architect No. 22461,
and
Arquitecto E.J. Ornelas & Associates
Architect Firm,
Registration No. 11260, Expired,
Respondents.

**ADMINISTRATIVE LAW JUDGE
DECISION**

HEARING: August 26, 2022

APPEARANCES: Eduardo Ornelas appeared, representing both himself and Arquitecto E.J. Ornelas & Associates. Assistant Attorney General Deanie Reh represented the Arizona State Board of Technical Registration.

ADMINISTRATIVE LAW JUDGE: Kay A. Abramsohn

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FINDINGS OF FACT

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1. Eduardo Ornelas (“Respondent”) held Professional Architect Registration No. 22461 issued by the Arizona State Board of Technical Registration (“Board”). Respondent held this registration at all times relevant to this matter.¹

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2. Arquitecto E.J. Ornelas & Associates (“Firm”) previously held Professional Architectural Firm Registration No. 11260 which had expired on February 1, 2019; the Firm’s registration was inactivated by the Board due to the lapse in renewal.² On April 9, 2021, Respondent again registered Firm and Firm now holds Professional Architectural Firm Registration No. 23199; this registration is set to expire on April 9, 2023.

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3. On February 8, 2021, Kristine L. Slentz (“Client”) filed a complaint (“Complaint”) with the Board.³ Client stated that she hired Respondent and Firm to design a small addition to her home; she noted that she had signed a contract on November 11 [2020] and paid \$3,750.00. Client further stated that the preliminary drawings (a) “diverged wildly” from the plans she had discussed with Respondent and (b) were “at odds” with the plans of her builder and herself. Finally, Client indicated that Respondent

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¹ See Exhibit 3.

² *Id.*

³ See Exhibit 1.

1 had “refused” to meet with herself and the builder but had, in early January, sent to her a
2 project “update.” Client requested, as a resolution, that the Board recover the \$3,750.00
3 she had paid and, if appropriate, to investigate whether Respondent is capable of
4 performing the type and scope of work he had accepted.

5 4. Client supplied a copy of the parties’ contract (“Contract”).⁴ The parties’ total
6 contract amount was \$7,250.00 and Respondent had deposited Client’s check for
7 \$3,750.00.⁵

8 5. In the Contract, Respondent agreed to “furnish the services necessary to
9 complete” certain specified “working drawings” to construct an addition including a guest
10 room, a kitchenette, bathroom, and a roof deck. Respondent agreed to provide the
11 following: site planning; architectural drawings (foundation plan, floor, plan, framing plan,
12 sections, elevations, details, roof plan); structural calculations and drawings; mechanical
13 calculations and drawings; plumbing calculations and drawings; electrical calculations
14 and drawings, a model energy code report, and permit processing.

15 6. With her Complaint, Client provided a chronology, in which she indicated
16 that, after “pressing” Respondent to meet with her, they met on December 9, 2020 and
17 he had presented a “very incomplete” floor plan sketch “that bore little resemblance” to
18 their previous discussions.⁶

19 7. In her Complaint, Client noted that, after she received an update from
20 Respondent,⁷ she had responded to Respondent with a January 6, 2021 memo outlining
21 the impetus of the project, her disagreements with Respondent’s update, and, overall, her
22 recollection of their discussions. In the January 6, 2021 memo, Client set forth her
23 recollection of her contact with Respondent regarding the project. Client noted that she
24 had specified with Respondent [on December 9, 2020] to not do any more work on the
25 design until he met with the builder; further that Respondent had not given her a copy of
26 the plan he had done thus far and also had “committed” to redrawing and completing the

27 _____
28 ⁴ *Id.* at 7.

29 ⁵ *Id.* at 12.

30 ⁶ *Id.* at 5; *see also* Exhibit 2 at 27 and 28.

⁷ At hearing, she indicated it was the document in Exhibit 1 at 8.

1 plans pursuant to their initial discussion and meeting on site with the builder “two days
2 later” (*i.e.* on December 11, 2020). Client noted that Respondent did not come to the site
3 on that date, but contacted Client on December 13, 2020 to drop off “revised plans;” Client
4 noted she responded indicating that they needed to get together with the builder. Client
5 noted that the builder told her on December 17, 2020 that he had talked with Respondent,
6 and that builder was waiting to hear from Respondent about a day they could meet.
7 Finally, Client noted that Respondent contacted her on December 24, 2020 wondering if
8 they could meet on December 26th “to finalize the design.”⁸ Client noted that she declined
9 to meet on that date for several reasons. Finally, Client noted that, due to the
10 circumstances, she no longer wanted to work with Respondent and proposed that he
11 “keep \$500 ... as compensation for the work [Respondent] may have done” and return
12 the remainder of the deposit.

13 8. On January 20, 2021, Respondent contacted Client and indicated that he
14 had “just returned from Mexico after [being] quarantined for 14 days” and that when he
15 was able to go to his office, he would respond back to her.⁹

16 9. On January 30, 2021, Client notified Respondent that she had hired another
17 architect; in the chronology, Client noted that, as of February 8, 2021, she had not yet
18 heard anything else from Respondent.

19 10. Board staff contacted Respondent, who provided his project chronology and
20 documentation on or about April of 2021.¹⁰

21 11. In his chronology, Respondent stated that, on December 9, 2021, after
22 discussing “Concept #2,” Client had “accepted” his suggested “Concept #3” but wanted
23 more “specifics.”¹¹ Respondent noted that a meeting date of December 12, 2020 was
24 set; however, he does not indicate any outcome of such a meeting. Respondent mentions

25 _____
26 ⁸ At that point, it appears that Respondent had prepared another drawing for discussion with Client. See
27 Exhibit 2 at 29. However, because the parties never met after December 9th, Respondent did not provide
28 this drawing to Client and Client did not see this drawing.

⁹ At hearing, Respondent indicated that he had gone to Mexico on a project after Christmas and had been
quarantined for 14 days thereafter.

¹⁰ See Exhibit 2.

¹¹ Based on the hearing record, “Concept #2” is/are the documents in Exhibit 2 at 27/28 and “Concept #3”
is/are the documents in Exhibit 2 at 29-34.

1 the communication from him on January 3, 2021, *i.e.*, the Project Update.¹² Respondent
2 describes the remaining contact as being a call from the “contractor” to whom Respondent
3 indicated that he was waiting for Client to set up a meeting.¹³

4 12. In June 2021, Board staff requested professional assessments of the
5 Complaint and circumstances regarding the project.

6 13. In letter dated July 26, 2021, Architect Brian M. Anderson concluded that
7 “the concept drawings and lack of communication shows an absence of a standard of
8 care a licensed profession is obligated to provide.”¹⁴ Mr. Anderson determined that
9 Respondent had not been “grossly negligent” but had demonstrated “misconduct by not
10 providing a standard of care that would be in comparison to another professional.” Mr.
11 Anderson noted the “big gap” in communication from Respondent to Client. Mr. Anderson
12 described the Respondent’s work product, as had been provided for his review, to be at
13 a level of a first-year student and not at a professional level for someone with as many
14 years of experience as Respondent. Mr. Anderson recommended that the Enforcement
15 Advisory Committee (“EAC”) not be required, but that the Board substantiate the
16 allegations and impose penalties to be determined by the Board.

17 14. In letter dated June 25, 2021, Architect Thomas R. Knapp concluded,
18 overall, that Respondent: had not provided professional documents, drawing, or services;
19 failed to communicate with Client and builder; and, subsequently, abandoned the project
20 without repayment of funds to Client. Mr. Knapp noted that the “crude” drawings did not
21 meet a standard of care of a registered architect and did not demonstrate the “technical
22 knowledge and skill” that would be applied by other qualified architects who were
23 practicing in the same area and in the same time frame that would be required pursuant
24 to Arizona Administrative Code (“A.A.C.”) R4-30-301(6). Mr. Knapp recommended that
25 EAC be convened.

26 15. The EAC convened a meeting on December 13, 2021, and concluded (a)

27 ¹² See Exhibit 2 at 21.

28 ¹³ Based on the stated name of this person (*i.e.*, Rene Miranda), this person is Client’s builder, not her
29 contractor. It is noted that Respondent stated in his timeline that Mr. Miranda was unlicensed and, per
30 advice he had received years ago, that he would not initiate a meeting with an unlicensed party.

¹⁴ See Exhibit 4.

1 that Respondent's practice in these circumstances rose to the level of "other misconduct"
2 as defined in A.A.C. R4-30-101(16); and, (b) that Respondent's work product was not
3 professional, not meeting the "technical knowledge and skill required of an architect."

4 16. In its Complaint and Notice of Hearing, dated June 17, 2022, scheduled an
5 administrative hearing to consider the Board's allegations and consider whether discipline
6 was appropriate.¹⁵

7 17. The Board alleged that Respondent actions and conduct constituted
8 grounds for discipline, pursuant to Arizona Revised Statutes ("A.R.S.") § 32-128(C)(4)
9 and A.A.C. R4-30-301(6), in that Respondent had failed to apply the appropriate technical
10 knowledge and skill that would be applied by other qualified registrants who practice in
11 the same profession in the same area and at the same time.

12 18. The Board alleged that Respondent's actions and conduct in this matter
13 constituted grounds for discipline, pursuant to A.R.S. §§ 32-121, 32-128(C)(4), 32-141(A)
14 and A.A.C. R4-30-301(4) and (20), in that Respondent and Firm contracted to practice
15 architecture while Firm was unregistered.

16 19. At hearing, Architect David J. Brotman testified regarding his review of the
17 matter and his participation in the EAC. Mr. Brotman opined that Respondent's
18 documents, including Respondent's Contract forma and the prepared Concept #2 and #3
19 drawings did not meet the "standard of care" for registered architects.¹⁶ Mr. Brotman
20 opined that, even as "concept" drawings, the drawings produced were insufficient, and
21 had not depicted what Client wanted (for example, did not show a connection between
22 the carport and the addition and did not show the laundry area connection Client had
23 described). Mr. Brotman indicated that the Concept #3 drawings Respondent had
24 produced were really only a proposed floor plan without any specifications or details.¹⁷

25 ¹⁵ At the time of the hearing, the Board withdrew one of the allegations contained in the Complaint and
26 Notice of Hearing; the Board specified that it withdrew the allegation of violations of A.R.S. §§ 1-215(24),
27 32-122.01(A)(1), 32-128(C)(2) and A.A.C. R4-30-101(16).

28 ¹⁶ Mr. Brotman gave a description of "standard of care" as the actions of an average architect in the local
29 jurisdiction at the time of the project and what one would expect that individual architect would do per
30 that architect's background and technical expertise. Mr. Brotman opined that Respondent's Contract was
missing multiple details and definitions such that any client would be able to understand the process of
having hired an architect and, thus, know whether they had received what they contracted for.

¹⁷ Mr. Brotman was referencing the Respondent's drawings in Exhibit 2 at 29-34.

1 Mr. Brotman opined that, because the Contract had not defined “architectural drawings,”
2 he could not determine whether Client received the “architectural drawings” that the
3 Contract called for. Mr. Brotman agreed that, some of the Contract-listed “drawings”
4 certainly would not be needed until construction (mentioning structural and mechanical);
5 however, Mr. Brotman continued to opine that the Concept #3 drawings did not meet the
6 standard of care. Overall, Mr. Brotman opined that Respondent’s treatment of Client and
7 the project fell below the standard of care as to the client-architect process with respect
8 to being responsive to Client, and that, in this case and under these circumstance, Client
9 had not received what she contracted/paid for.

10 20. On cross-examination, Mr. Brotman agreed that unless a client had agreed
11 to conceptual or preliminary plans, it would be difficult to proceed, and he agreed that
12 final “construction” drawings would contain details and specifications regarding the
13 various construction stages. Mr. Brotman further indicated that, as to obtaining a client’s
14 approval, no one phase of a project was more important than another phase.

15 21. At hearing, as to the process, Respondent argued that the drawings he had
16 prepared were “preliminary” and that Client had canceled some appointments.
17 Respondent stated that he had been anxious to get the project going (when he wanted
18 the December 26th meeting) and that it was going to be an “infill” project for his draftsman,
19 who would have produced the set of working documents. Respondent stated that he had
20 been reluctant to work with the unlicensed builder.

21 22. At hearing, Respondent spent some time defending his Concept #3 as
22 reflecting what Client had wanted. In this regard and as to proceeding, Respondent
23 argued that what Client wanted kept changing.¹⁸ However, Respondent also
24 acknowledged that Client had not seen Concept #3.

25 23. Respondent testified that he had spent “at least 100 hours” on this project
26 and that his hourly fee was typically \$185.00 an hour, noting that wasn’t what he had
27 charged on the Contract.

28 ¹⁸ It was clear from both Client’s recollection testimony and Respondent’s recollection testimony that
29 Respondent kept making suggestions and that Client had not agreed with his recommendations and
30 suggestions.

1 penalty of no more than two thousand dollars per violation.

2 3. A.R.S. § 32-121 provides, in pertinent part, as follows:

3 Except as otherwise provided in this section, a person or firm desiring to
4 practice any board-regulated profession or occupation shall first secure a
5 certificate or registration and shall comply with all the conditions prescribed
6 in this chapter.

7 4. A.R.S. § 32-141(A) provides, in pertinent part, as follows:

8 A firm shall not engage in the practice of any board-regulated profession or
9 occupation unless the firm is registered with the board and the professional
10 services are conducted under the full authority and responsible charge of a
11 principal of the firm, who is also a registrant.

12 5. A.R.S. § 32-128(C) provides, in pertinent part, as follows:

13 The board may take disciplinary action against the holder of a certificate or
14 registration under this chapter who is charged with the commission of any
15 of the following acts:

16
17 4. Violation of this chapter or board rules.

18 6. A.A.C. R4-30-101(16) provides, in pertinent part, as follows:

19 "Other misconduct" means the applicant/registrant:

20 a. Has knowingly acted in violation or knowingly failed to act in
21 compliance with any provisions of the Act, or rules of the Board or
22 any state, municipal, or county law, code, ordinance, or regulation
23 pertaining to the practice of the applicant's/registrant's profession ...

24 7. A.A.C. R4-30-301(4) provides, in pertinent part, as follows:

25 A registrant shall comply with state, municipal, and county laws, codes,
26 ordinances, and regulations pertaining to the registrant's area of practice.

27 8. A.A.C. R4-30-301(6) provides, in pertinent part, as follows:

28 A registrant shall apply the technical knowledge and skill that would be
29 applied by other qualified registrants who practice the same profession in
30 the same area and at the same time.

9. A.A.C. R4-30-301(20) provides, in pertinent part, as follows:

A registrant who is designated as a responsible registrant shall be
responsible for the firm or corporation. The Board may impose disciplinary

1 action on the responsible registrant for any violation of Board statutes or
2 rules that is committed by a non-registrant employee, firm, or corporation.

3 10. The evidence of record demonstrated that Firm did not have an active
4 registration at the time of the contract with Client. Respondent did not dispute the Board's
5 allegation in this regard. Therefore, Respondent's actions and conduct in this matter
6 constituted grounds for discipline, pursuant to A.R.S. §§ 32-121, 32-141(A), 32-128(C)(4),
7 and A.A.C. R4-30-301(4) and (20), in that Respondent and Firm contracted to practice
8 architecture while Firm was unregistered.

9 11. The evidence of record demonstrated that Respondent's actions and
10 conduct in these circumstances were a failure to apply the technical knowledge and skill
11 that would be applied by other qualified registrants who practice the same profession in
12 the same area and at the same time pursuant to A.A.C. R4-30-301(6). The hearing record
13 demonstrated that not only did Respondent fail to produce "preliminary" drawings
14 technically sufficient to document Client's requested project, he failed to return Client's
15 deposit after Client notified him on January 6, 2021 that she no longer wanted to work
16 with him and had hired another architect. While Respondent argued that he had worked
17 "at least 100 hours" on the project, his assertion is not credible given the insufficient
18 technical quality of the drawings he prepared. The Administrative Law Judge concludes
19 that Respondent's failure to meet the standard of care rose to the level of "other
20 misconduct" pursuant to A.A.C. R4-30-101(16). Therefore, Respondent's actions and
21 conduct constituted grounds for discipline, pursuant to A.R.S. § 32-128(C)(4), A.A.C. R4-
22 30-101(16), and A.A.C. R4-30-301(6) with respect to the Contract with Client.

23 12. While A.R.S. §32-106.02(B) authorizes the Board to impose a civil penalty
24 of no more than \$2,000.00 per violation in the event the Board determines that the
25 registrant committed a violation under A.R.S. § 32-145, the Board did not allege, or notice
26 Respondent of a position for this administrative hearing, that his actions and conduct
27 constituted a violation of A.R.S. § 32-145.¹⁹ Therefore, the Administrative Law Judge
28 makes no recommendation regarding the imposition of a civil penalty.

29 ¹⁹ At hearing, the Board took no position regarding any penalty.

1 13. Given the findings and conclusions herein, the Administrative Law Judge
2 recommends discipline in the form of a letter of reprimand and a Board Order which
3 requires the following:

- 4 a. Respondent make full restitution to Client within a specified time frame after
5 the effective date of the Board's Order;
- 6 b. Respondent's registration is suspended from the effective date of the Board
7 Order until restitution is made, as demonstrated by valid documentation
8 provided to the Board of restitution; and
- 9 c. Respondent be required to pay the costs and fees incurred by the Board
10 during the investigation and prosecution of this matter.

11 **RECOMMENDED ORDER**

12 **IT IS ORDERED** that the Board require Respondent to make full restitution to
13 Client of Client's \$3,750.00 deposit.

14 **IT IS FURTHER ORDERED** that the Board suspend Respondent's Professional
15 Architect Registration No. 22461 issued by the Board until Respondent presents valid
16 documentation of restitution to Client

17 **IT IS FURTHER ORDERED** that the Board require Respondent to pay the costs
18 and fees incurred by the Board during the investigation and prosecution of this matter.

19 *In the event of certification of the Administrative Law Judge Decision by the*
20 *Director of the Office of Administrative Hearings, the effective date of the Order will be*
21 *five days from the date of that certification.*

22 Done this day, September 23, 2022.

23 /s/ Kay Abramsohn
24 Administrative Law Judge

25 Transmitted electronically to:

26 Judith Stapley, Director
27 Board of Technical Registration

28 By Miranda Alvarez

Legal Secretary

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