

The Contractors Critic

Reporting on Safety, Productivity and Honesty in the Construction Industry

HAROLD E. NUTTER & SON, INC.

Is Nutter nutty, or just plain incompetent?

Shocking event hurts 2 workers

Two Harold E. Nutter workers — an electrician and an apprentice — were injured July 12, 1996 to the extent that the Occupational Safety and Health Administrators (OSHA) inspector described them as “hospitalized.”

The inspector working on the original accident reported it this way:

“An electrician and his apprentice were performing electrical maintenance on a 480-volt fused, load-rated circuit breaker. One of the employees used a screwdriver to remove a piece of metal from under one of the fuses. The screwdriver contacted the bus and the frame of the enclosure and caused a phase-to-ground electrical fault. A phase-to-phase electrical fault developed, and the ensuing electric arc

Nutter versus school district clash drags on in Sacramento

Lawyers are famous for their natural skill at avoidance, an innate talent law school hones to a keen edge and is thereafter practiced with zeal.

Take the two related civil suits *Harold E. Nutter & Son, Inc. v. Sacramento City Unified School District*, case numbers 03AS03312 and 03AS03313. Both were filed June 13, 2003 in Sacramento

County (Calif.) Superior Court.

And they appeared to be alive and kicking as of Nov. 24, 2004, when the school district asked the court for permission to, ahem, change lawyers.

The story unravels this way: Nutter sued the school district June 13, 2003 for almost \$2 million total for both cases.

The contractor alleged that the

School district, cont'd pg 2

burned both employees. They were hospitalized for their injuries. One was released six days later. The other employee was released the next day but had to return for skin grafts.”

The electrician was 27 and the

OSHA, cont'd pg 2

In the next issue:

Nutty lawsuits involving Nutter's 401K plan

Inside this Issue

<i>OSHA cont'd.</i>	2	<i>U.S. court.</i>	6
<i>School district cont'd.</i>	2	<i>Legal actions.</i>	6
<i>California court.</i>	3-5	<i>LASER Praised.</i>	7
<i>Sacramento courts.</i>	3	<i>Source Notes.</i>	8
<i>High Court.</i>	4	<i>Corporate information.</i>	8
<i>School work.</i>	5	<i>LASER Information.</i>	8
<i>Contract.</i>	5		

School district

Cont'd from pg 1

district had wrongly denied payment on numerous change orders required on the New Education Center (a.k.a. the Serna Center, named for a well-liked mayor, the late Joe Serna Jr. and his wife, Isabel).

To validate it's reasoning, the school district offered the court a list of "affirmative defenses" (AD) explaining, which and how, each of Nutter's failures had led to the district's considered decision to withhold a portion of the payments.

The school district offered no less than 34 poignant reasons for its actions, offering reasons ranging from the obvious to the subtle:

- Nutter's claims were barred by California's "statute of frauds" (AD#3)
- Nutter's claims were "barred by operation of payment, accord and satisfaction" (AD#8)
- Nutter had itself breached the contract (AD#9-14)
- Nutter hadn't suffered any "cognizable or recoverable damages," the district was immune from suit and Nutter had not "satisfied... conditions precedent to file legal action." (AD#15,17,19)
- Nutter in fact had no legal standing for this action, because it was asking for

the payments after the law and terms of the contract allowed (AD #26)

- Nutter was asking for too much and the new claims it was making were all "speculative and uncertain" (AD #27-28)

The two cases then languished for months as the parties squabbled over arbitration. Rather than go to court, this was the kind of situation that two gentlemen with lawyers and an agreed-upon arbiter could sit down and hash out.

Motions to compel arbitration were filed, motions asking for delays for that action soon followed

As the motions and answers dragged on, the court invoked certain sanctions for delays and paperwork oversights. Motions against the sanctions were filed. Memoranda of points and authorities had to be filed as well.

On July 8, 2004, the judge decided to schedule a hearing for April 4, 2004, in which both parties lawyers would meet to set a date for the trial.

All remained quiet until Nov. 24, 2004 when the lawyer for the school district filed a motion asking the judge to let another lawyer take over the case for him.

As best can be told, that case was still pending. (Case #03AS03312 and #03AS03313)

OSHA

Cont'd from pg 1

apprentice was 26, OSHA records showed. (Inspection #125767921)

Other Nutter OSHA violations

Harold E. Nutter has been cited at least two other times for violating job safety requirements. The most recent violation of safety laws occurred Feb. 22, 2002 in Brooks, Calif. OSHA initially cited Nutter with three "other" violations noting violations of "rigging equipment for material handling" and "powered industrial trucks" safety laws.

The inspection was closed May 14, 2002. (Inspection #109350819).

In October 2000, Nutter was slapped with one "other" citation and fined a whopping \$6,750.

The inspection took place at a Pleasanton, Calif. location. As of publication, the inspection was still marked as "open." No further information was available. (Inspection #125634972)



California court gets 'Nutter and nuttier'

Harold E. Nutter & Son, Inc. has been involved in at least two dozen lawsuits in Sacramento courts alone, records show.

With complaints, cross complaints, first cross complaints, first amended cross complaints (and answers to same) dragging on for three, four and more years, Nutter & Son seemed to be "Nutter and nuttier."

Sacramento County (Calif.) Superior Court cases in which Nutter has been involved go back to the early 1970s.

One civil lawsuit, *Harold E. Nutter & Son, Inc. v. John Otto Inc., et al* brought in 1995 over services it claimed it rendered in 1993 for the University of California, Davis and was settled in October 1998.

That dispute involved work allegedly provided at the UC Davis Medical Center "Patient Support Prime Subcontract" and the Facilities Support Prime Subcontract."

It was eventually dismissed Oct. 5, 1998 with the terms not disclosed. (*Case #95-AS-06713*)

Nutter & Son was itself sued in 1997 by Travelers Indemnity Company for some \$178,000 in damages it caused at an environmental laboratory in Sacramento.

In that case, Nutter was accused of sloppy workmanship that resulted in the loss of refrigeration at Quanterra Environmental Laboratories (then known as Enesco) on July 14, 1994.

Ordinarily, when a fridge goes out the orange juice and milk might be spoiled, but in this case, a circuit breaker Nutter workers "negligently tripped" resulted in the loss of power

to "Room No. 114 causing the environmental analysis samples to spoil in said room."

In California, to speed up court work, some cases can opt to go to an arbitrator and have him or her decide who's right and how much they deserve to get.

Nutter agreed to have an

new trial went entirely against the whole spirit of arbitration.

The case was dismissed with prejudice by the plaintiffs on April 20, 1999. (*Case #97AS03556*)

This is not the only example of the not-so-nutty Nutter agreeing at first to enter arbitration, but later pulling out when



Nutter workers tripped a circuit breaker, which caused a power failure to "Room No. 114 causing ... environmental analysis samples to spoil."

arbitrator rule on this case, but two weeks later, after a hearing on Sept. 3, 1998, Nutter formally rejected the arbiter's decision and asked on Sept. 18, 1998 for a new trial, putting the matter once again in low gear.

Of course, Nutter's rejection of the decision and its request for a

the chips fell against it.

In July 1995, Alan G. Gallatin filed suit in Sacramento County (Calif.) Superior Court against Nutter alleging breach of contract, a case in which both parties agreed to submit to arbitration.

California court cont'd pg 4

Nutter: no lack of lawsuits in local Sacramento courts

In the space of a little over three decades, Harold E. Nutter & Son was involved in at least two dozen lawsuits in its hometown, Sacramento, (Calif.) County Superior Court, archived records revealed.

In at least five of the lawsuits, Nutter was the named defendant.

In two of the lawsuits the plaintiffs were cities – Sacramento and Folsom, Calif.

Other lawsuits listed insurance companies, banks or savings and loan associations as parties.

And, in one case it appears to be Nutter's own staff.

Additional records indicate that Nutter has been involved in several lawsuits since 1997.

California court

cont'd from pg 3

Among the agreements in the suit was a protective order that both parties — Nutter and Gallatin— would never disclose certain confidential information related to the lawsuit.

The dispute revolved around the bonus percentage Gallatin was to receive for “acquisition of gross contract revenues of \$3,000,000 or more ... providing the minimum gross profit equalled or exceeded \$550,000.”

As might be expected, Gallatin’s interpretation was for more, Nutter’s was for less.

After talks, arbitrator Michael D. Schoenfeld made an award that ran to eight pages. It was very detailed.

“Using the hypothetical question asked at the hearing, assuming plaintiff met the \$3,000,000 condition precedent and the annual gross profits were \$740,000, plaintiff (Gallatin) claims he is entitled to 10% of \$740,000 or \$74,000. Conversely, defendant (Nutter) claims ... a total of \$11,500.

“The tremendous disparity of these differing perspectives become manifestly apparent,” the arbiter noted.

“It is my finding that the bonus agreement is ambiguous on its face. The parties have acknowledged that they agree.”

Over the next four pages, Schoenfeld sketched out his interpretation of the actual contracts in question and con-

cluded: “My award to plaintiff for damages and interest through March 31, 1996 is \$45,132.19.”

Case closed? Not exactly.

While the award was significantly

less than the amount the arbiter might have awarded, instead of considering itself lucky and ponying up, Nutter backed away, and, on April 26, 1996

Court cont'd on pg 5

High Court rules: Nutter nutty to poke nose in other folks’ business

Harold E. Nutter & Son was one of several firms that eventually lost in a National Labor Relations Board (NLRB) worker classification dispute that reached the U.S. Supreme Court in 1987.

The issue before the nation’s highest court was whether an union had acted properly when it fined two of its members for working as supervisors and out of their classifications for, Nutter and other non-union companies

In its 5-4 decision, the High Court determined May 18, 1987 that the union was right.

Since Nutter was a third party in the action, the company had no legal standing to interfere in the union’s disciplinary action against its members.

The union learned of the two members employment at Nutter and fined them.

Nutter appealed the fining of the two workers and the issue was submitted to an administrative law judge, who sided with Nutter.

The NLRB adopted the administrative law judge’s

decision and submitted it to a Court of Appeals for enforcement. The court of appeals, however, did not entirely agree with the administrative law judge’s decision.

The issue then went to the U.S. Supreme Court, which held in favor of the union, ruling that:

“A union does not violate (the law) when it disciplines a supervisor union member who does not participate as the employer’s representative in collecting bargaining or grievance adjustment, and whose employer has not entered into a collective bargaining agreement with the union.

“(And) Furthermore, the absence of a collective-bargaining relationship between the employers and the Union when the latter enforced its no-contract-no-work rule against its supervisor-members made the possibility that the Union’s discipline of the supervisors would coerce the employers too attenuated to form the basis of an unfair labor practice charge.” (*Case #481 U.S. 573*)

California court

cont'd from pg 4

demanded a trial de novo – that is, a new trial – the trial it had freely relinquished when it thought it might get off scot free.

And it might have.

An order of dismissal with no sums mentioned was entered on Sept. 27, 1996, “with prejudice.” That is, the plaintiff had agreed not to bring the complaint up again.

What might be concluded from all this is that no one with a dispute against Nutter should agree to enter arbitration, because any promises or agreement Nutter might make to honor the arbitrator’s ultimate ruling will not be worth the paper it is written on.

An offer by Nutter to arbitrate a dispute should be treated as a stalling tactic, not a bona fide agreement. (*Case #95AS04229*)

In other Sacramento County (Calif.) Superior Court actions in 1995 and 1996, Paulette and Richard Staff filed suit against Chad Ray Cooper and Harold E. Nutter, Inc.

The case involved a vehicular accident the result of which caused Richard Staff to allegedly lose “consortium” with his spouse, Paulette Staff.

The Staffs alleged that on July 11, 1994, a 1989 GMC pickup truck owned and operated by Nutter and Cooper crashed into the Staff’s 1988 Toyota causing the consortium damages.

The case was concluded and dismissed Nov. 19, 1996, with no monetary amounts mentioned. (*Case #95AS03751*)

Nutter goes nuts over school work

It takes the combination of three separate Yolo County (Calif.) lawsuits — but certainly no genius — to figure out what Harold E. Nutter & Son wants in this matter: it wants more money.

Simplified, Nutter sued Allen L. Bender, Inc. seeking \$362,553 on a contract for electrical work at the Bridgeway Elementary School in the Washington Unified School District (WUSD).

In the suits, Nutter contends that it contracted to do about \$804,000 worth of work on the school, but through no fault of its own, Bender delayed work into the rainy season when it made it impossible for Nutter to complete its work.

However, by labor, time and effort Nutter was able to complete the work as originally scheduled and it wanted the extra compensation.

Bender, on the other hand countered that what Nutter was really asking for was to be paid for their own “non performance or inadequate performance” and besides, the district, not Bender was responsible for paying

for it.

In time, Bender filed a “complaint for indemnity” against the school district and in that complaint it set out the course of events.

As Bender describes it, the situation it went like this: On or about Nov. 8, 2001, Bender and the school district entered into a contract to do some construction work at the Bridgeway Elementary School project.

Around Jan. 31, 2002, Bender subcontracted some of the electrical work to Nutter.

“In 2002, Nutter submitted a claim to (Bender) for alleged extra work on the Project, which included costs for out-of-sequence work, delays and other impacts caused by WUSD.”

This was followed by court actions including a suit by Bender against Washington Unified School District and one by a West Coast Relocatables, Inc. against Bender.

As of June 13, 2005, documents indicate that the legal actions are apparently still pending in Yolo County (Calif.) Superior Court. (*Case #CV02-1427, CV 03-1081 and CV04-2002*)



Nutter gets lighting contract

Harold E. Nutter & Son was awarded a school contract for the Roseville (Calif.) Joint Union High School District, it was reported June 5, 2003.

The contract, valued at a total of \$539,500, was to help install “portables” at the Roseville High School.

Nutter lawsuit dismissed after year in US court

Harold E. Nutter & Son filed suit against ANR Freight System, Inc. in Placer County (Calif.) Superior Court May 12, 1997, claiming it suffered \$50,288.82 in damages when ANR failed to deliver a shipment of electrical equipment valued at that amount.

According to Nutter, on or about Feb. 6, 1995 ANR got a “shipment of electrical substation switch board equipment in good order,” but failed to deliver it to Nutter in Roseville, Calif. “in like good order, quantity and condition as when received.”

The suit asserted that ANR had “negligently mishandled and failed to deliver said cargo in the same condition as when received.”

Also a plaintiff in the case was Northbrook Property and Casualty Insurance Company.

In answer, ANR claimed, among other things, “the damages, if any ... are the proximate result of negligent conduct on the part of (Nutter).”

About two years later, on July 3, 1997, ANR’s San Francisco lawyers successfully moved to have the case removed to federal court.

It languished there in U.S. District Court, Sacramento, for another 14 months until a federal judge dismissed it on the grounds it had been settled out of court. (Case #SCV-5835)

Nutter mired in legal actions *When do they have time to do business?*

Harold E. Nutter & Son is an electrical contractor with 137+ employees, that operates in Roseville, California. They have been in business thirty five years. Over those years, Harold E. Nutter & Son has certainly experienced their share of troubling litigation. This kind of record could be cause for current and potential customers of Harold E. Nutter & Son to take a closer look at the company’s record.

The Contractors Critic views court cases and liens as a plague on our construction industry. Contractors, employees, employee organizations and customers should be working together and settling their differences outside of the courthouse. However, the trend in our industry is towards more lawsuits— not fewer. This concerns *The Critic* and should concern present and potential future customers of Harold E. Nutter & Son. As the *Engineering News-Record* of February 15, 1999, editorialized:

If your only tool is a hammer, then every problem will look like a nail. When it comes to the construction industry, the main dispute resolution tool remains a lawyer, and every disagreement still looks like a lawsuit.... Lawsuits go against the basic nature of the industry. Construction is not an individual endeavor ... but rather a business of team building.... Successful teams and projects are built on the strengths of each member, while lawsuits and unsuccessful projects are founded on the weaknesses of team members ... and a decade or more may pass before there is any resolution of a dispute by the courts, leaving no one a winner. Some industry sources claim that the tide of dispute resolution may be turning back towards the courts. This may indicate that the [construction] industry has become too complacent ... to combat creeping litigiousness.

The Critic could not agree more with this editorial. These concerns are why *The Critic* devotes much of its resources to researching and publishing details on litigation in the construction industry. We feel that the sheer number and types of these lawsuits should be of grave concern to every contractor and construction customer.

Some contractors say that they have never sued a customer. That type of contractor is a rare exception. Some contractors will sue over trifling amounts and issues that could be otherwise settled. Those types of lawsuits are ruining the construction industry and *The Critic* feels that publicizing construction litigation could lead to less litigation.

LASER: Praised by Faint Damnation

Jim Pease apparently never tires of reminding HVAC contractors that the best way to respond to LASER's criticisms is to straighten their act. In a 2003 issue of the ABC of Wisconsin newsletter, Mr. Pease reiterated his expensive advice that, "The best preparation for LASER is for an employer to get its house in order."

"Damned by faint praise" is a timeless expression summarizing the tactic of praising someone so modestly as to cast doubt on both the sincerity and intent of the compliment. How LASER has had the good fortune of experiencing the reverse: it seems we've been "praised by faint damnation."

We point to a recently discovered opinion column by Jim Pease published way back on June 13, 2001 in the Wisconsin-based construction industry news organ, *The Daily Reporter*. (More later on this tardy discovery.)

Officials of the construction companies we report on sometimes criticize LASER. By and large, we ignore them. The occasional complaint is only to be expected, considering the natural antipathy between the watchdog and the watched. After all, the alert bulldog can generally rely on poor reviews from the cat burglar.

If the criticism has merit — happily a rare occurrence — we respond. Otherwise, we ignore them.

However, in this case, because Mr. Pease's article is so unintentionally complimentary to LASER's goals and services, we think it deserves special mention.

In his article, Mr. Pease first lays out his premise: research organizations — also known as "think tanks" — compile data on specific issues, analyze the data, write reports and distribute them to concerned parties.

Mr. Pease, who is affiliated with construction industry management, concludes that some of these groups are "pro-union," because the final reports issued are not always flattering to non-union construction employers. He calls these reports, "attacks."

You can tell by the title, "Are you ready for LASER?" he is particularly worried about us.

He correctly points out that the information we collect on companies includes:

- complaints, citations, charges and

lawsuits involving the employer

- claims that prevailing wage obligations have not been met
- Fair Labor Standards Act, tax, licensing and safety violations
- criminal activities; names and addresses of current and former employees
- past and present clients
- a list of all hazardous or toxic materials used
- copies of all financial statements,

“The best preparation for LASER,” Mr. Pease says, “is for an employer to get its house in order.”

profits and losses, liabilities and inventories of vehicles and equipment

- environmental permits issued to or applied for by the employer
- complaints of poor workmanship, delays, mistakes and overruns on job sites
- breakdowns of all minority employees versus nonminority employees by craft, man-hours, hourly wage, health benefits and pension benefits
- reports of fires, accidents and injuries
- bankruptcies of the employer or any of its owners or officers
- violations of immigration laws

"An example of one of these pro-union research organizations is already operating on the borders of Wisconsin and may soon be operating within the state. It's called Labor and Safety Employer Research or LASER," Mr. Pease warns.

Mr. Pease's implied argument seems to be that the mere act of broadcasting facts taken from the public record to the wider community so informed decisions can be made is somehow reprehensible.

Reprehensible, perhaps, in the same way a watchdog barking at a midnight prowler constitutes a public nuisance because we also wake the neighbors.

"Attacks by these research groups can be very insidious because a targeted employer may not know the attack is occurring," Mr. Pease alleges.

He goes on to claim that, "Organizations like LASER hide behind a shroud of secrecy."

Mr. Pease is not being entirely frank here. He knows that, in the interests and spirit of fairness, accuracy and full disclosure, LASER has a strict policy of

providing notice well in advance of everything we expect to report about the employer. We give the parties ample time to respond and, if necessary, point out any errors that may have been made.

Mr. Pease reveals this later in his article when he advises his construction industry readers to make sure they "Carefully review LASER's correspondence..."

Those most interested in maintaining secrecy are clearly the employers with all those "complaints, citations, charges and lawsuits" hidden in their closets.

And here we'd like to point out the sweet irony of Mr. Pease's accusation. We only learned about his article in May 2003, two years after it was first published in the construction industry newspaper.

Had he followed our policy of open disclosure in the interests of fairness and accuracy, we would have gotten a letter from him and a copy of his article several weeks before June 1, 2001. But that is water under the bridge.

Where we take the greatest pleasure in Mr. Pease's left-handed compliments is in his final recommendation to construction employers on dealing with what he ominously calls, "The threat of LASER."

"The best preparation for LASER," Mr. Pease says, "is for an employer to get its house in order and to avoid the type of conduct that LASER can use in an apparent effort to destroy an employer's reputation. An employer should develop and maintain a serious safety program designed to eliminate violations of all safety laws. Pay practices should be administered to strictly comply with federal and state wage and hour laws and federal, state and local prevailing wage laws. Violations of environmental, immigration, labor and employment, taxation and other business laws should be avoided. And, positive personnel practices that encourage a diverse work force that is treated with respect should be developed and implemented by the employer. If these things are done, LASER won't have anything to write about." (*emphasis added*)

We wholeheartedly agree. It is, indeed all they have to do.

So in the final analysis, it appears LASER may have had some influence upon the construction industry over the last decade — and that impact seems to be for the good. Of that we are proud.

Mr. Pease, we offer you our belated thanks. And, please keep up the good work.

Source Notes

ARTICLES/PRESS RELEASES:

"Are You Ready For LASER?" Jim Pease. *The Daily Reporter*. 6/13/01

"Lightening up Litigiousness." *Engineering News-Record*. Vol. 242, No.7, Pg. 68. 2/15/99.

Information on the Serna Center; Sacramento City Unified School District website; 7/21/05; <http://www.scusd.edu/serna-center/>

CORPORATE INFORMATION:

Company Information Report on Harold E. Nutter & Son, Inc. Dun & Bradstreet. 6/17/05. <http://www.dnb.com>
Harold E. Nutter & Son, Inc. History. Harold E. Nutter & Son website; <http://www.henutter.com/history.htm>; 5/20/05
Award of Portables Bid to Nutter; Roseville Joint Union High School Minutes; 6/5/03

LITIGATION:

Allen L. Bender, Inc. v. Washington Unified School District, et al; Case #CV02-1427, CV04-2002; Filed 12/13/04, 6/13/05; Yolo County (Calif.) Superior Court
Harold E. Nutter & Son, Inc. v. Allen L. Bender, Inc., et al; Case #CV03-1081; Filed 9/03; Yolo County (Calif.) Superior Court
Harold E. Nutter & Son, Inc. v. Sacramento City Unified School District, et al; Case #03AS03313; Filed 6/13/03 and Case #03AS03312; Filed 6/13/03; Sacramento County (Calif.) Superior Court
Travelers Indemnity Company v. Harold E. Nutter & Son, Inc., et al; Case #97AS03556; Filed 7/11/97; Sacramento County (Calif.) Superior Court
Harold E. Nutter & Son, Inc., et al v. ANR Freight System, Inc., et al; Case #S CV-5835; Filed 5/12/97; Placer County (Calif.) Superior Court
Harold E. Nutter & Son, Inc. v. John F. Otto, et al; Case #95AS06713; Filed 1/2/96; Sacramento County (Calif.)

Superior Court

Alan G. Gallatin v. Harold E. Nutter & Son, Inc., et al; Case #95AS04229; Filed 8/1/95; Sacramento County (Calif.) Superior Court

Paulette Staff, Richard Staff v. Chad Ray Cooper, Harold E. Nutter & Son, Inc.; Case #95AS03751; Filed 7/7/95; Sacramento County (Calif.) Superior Court

NLRB v. International Brotherhood of Electrical Workers; Case #481 U.S. 573; Filed 1987; U.S. Supreme Court.

Litigation records for the County of Sacramento Superior Court; From Westlaw website; <http://www.westlaw.com>; 5/2/05

OSHA:

OSHA Information obtained through OSHA website: <http://www.osha.gov>

Inspection #109350819; 2/22/02; Brooks, Calif.

Inspection #125634972; 10/4/00; Pleasanton, Calif.

Inspection #125767921; 7/12/96; Sacramento, Calif.

Corporate Information

Harold E. Nutter & Son, Inc.

3017 Douglas Blvd., Ste. 200

Roseville, CA 95661

ph: 916-334-4343

<http://www.henutter.com>

Norman Nutter, President



LASER, INC.

LEGAL AND SAFETY EMPLOYER RESEARCH

654 Kentucky St., Gridley, California 95948 Ph. 530-846-6352

The information contained in The Contractor's Critic does not reflect a complete history of the business practices of Harold E. Nutter & Son, Inc. and/or its related companies. LASER is publishing information that contractors do not and will not publish about themselves. LASER has relied on the public record to present this information to the public in an effort to promote safety, productivity, honesty, and environmental compliance in the construction industry.

Harold E. Nutter & Son, Inc. has been given the opportunity to review this material for errors and inaccuracies. As of publication, Harold E. Nutter & Son, Inc. has not made any specific suggestions or refuted any specific information in this publication.

LASER, Inc. will continue to seek and publish additional data.

For more information, please contact James Wilson at (530) 846-6352 or online at laserinc@laser-inc.com

Visit LASER's website at www.laser-inc.com