

CT. RM. 18 MAR 26 2004

DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street Denver, CO 80202 Phone Number: (720) 865-8301	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Case No. 03 CV 1860 Division/Courtroom: 18</p>
Plaintiffs: THOMAS G. LITTELL and DOROTHY A. LITTELL Defendant: PRADO CONDOMINIUM CORP., a Colorado Corporation	
Attorneys for: Plaintiffs Name: William F. Jones, Esq. Moye Giles LLP Address: 1225 Seventeenth Street, 29th Floor Denver, CO 80202-5529 Phone No.: (303) 292-2900 Fax No.: (303) 292-4510 E-Mail: Billy.jones@moyelaw.com Atty. Reg. # 35294	
<p><i>JA</i></p> <p>AMENDED ORDER CONFIRMING ARBITRATION AWARD AND DIRECTING ENTRY OF JUDGMENT ON ARBITRATION AWARD</p>	

This matter is before the Court on the Motion of Plaintiffs Thomas G. Littell and Dorothy A. Littell ("Plaintiffs") for entry of an Order Confirming the Arbitration Award entered in its favor and directing the entry of Judgment on that arbitration award against defendant Prado Condominium Corp. ("Prado").

The Court has reviewed the Motion and attached exhibits and finds and orders the following:

1. The parties contractually agreed to arbitrate the claims pursuant to an agreement between the parties.

cc: ATP Jones who
SHALL IMMEDIATELY serve a
copy to all counsel / parties
pursuant to CR

2. Plaintiffs filed their Complaint in this matter on March 14, 2003, and by Order dated June 11, 2003, the Court ordered the case referred to arbitration, stayed proceedings, relying on section 20 of the agreement.

3. Consistent with the agreement, the arbitration took place on January 12, 2004. On January 22, 2004, the arbitrator entered his Award in favor of Plaintiffs. On January 23, 2004, the arbitrator entered his Amended Award in favor of the Plaintiffs. A copy of the Amended Award is attached hereto as Exhibit A. The arbitrator found that Plaintiffs are entitled to an award of \$22,431, with statutory interest to accrue thereon at the rate of 8% per annum from January 15, 2002. In addition, the arbitrator ordered Defendant to pay Plaintiffs \$525 for arbitration fees and expenses previously advanced by the Plaintiffs. *Id.*

4. No application for change of award pursuant to C.R.S. § 13-22-211 or for vacation of the award pursuant to C.R.S. § 13-22-214 has been filed by Defendant.

5. Because the arbitration has already been held before an arbitrator in the City and County of Denver, venue is proper in this Court under C.R.S. § 13-22-220.

6. Pursuant to C.R.S. § 13-22-213, -214 and -218, Plaintiffs are entitled to entry of an Order confirming the arbitration award entered in their favor and to the entry of Judgment on that arbitration award in the total amount of \$22,431.00, U.S. Dollars, which amount shall bear interest at the rate of 8% from January 15, 2002, accrued and compounded annually, until paid, and \$525.00 U.S. Dollars in arbitration fees and expenses previously advanced by the Littells.

7. The Court directs that judgment enter in conformity with the award of the Arbitrator dated January 23, 2004

DONE THIS 14th DAY OF April, 2004

By the Court:



District Court Judge

AMERICAN ARBITRATION ASSOCIATION
CONSTRUCTION ARBITRATION TRIBUNAL

In the Matter of the Arbitration between:

Re: 77 E 110 00399 03 MAVI

THOMAS G. LITTELL AND DOROTHY A. LITTELL

Claimants,

and

PRADO CONDOMINIUM CORPORATION

Respondent.

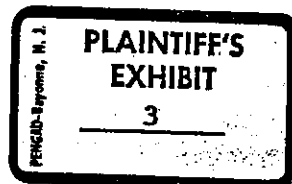
Case Manager: Margie J. Vigil

AMENDED AWARD

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the Arbitration Agreement in Paragraph 20 of The Prado Purchase Agreement dated November 23, 1999 entered into by the parties and having been duly sworn, and having duly heard proofs and testimony of the witnesses at the hearing on January 12, 2004 and having reviewed all exhibits of the parties, hereby AWARD, as follows:

The Claimants, Thomas G. Litell and Dorothy A. Litell are awarded \$20, 451.00 for the earnest money deposit and \$1,980.00 for the upgrade deposit that Respondent failed to return per the terms and conditions of The Prado Purchase Agreement, for a total award of \$22,431.00 with interest to accrue thereon at the rate of 8% per annum from January 15, 2002 until this Award is

Received Time Jan.23. 12:06PM



satisfied. The Arbitrator declines to award the Claimants anything for architect' s and engineer' s fees claimed.

In the absence of agreement from the Parties, and based on Respondent' s objection for submission of the attorney' s fees claim for the Arbitrator' s consideration and determination, the Arbitrator does not have the jurisdiction to determine any claim for recovery of attorney' s fees and thus, no testimony or exhibits were reviewed on this portion of claim. As such, there was no submission of the claim for attorney' s fees or determination by the Arbitrator as to which, or whether, any Party was the "prevailing party" in the Arbitration.

The administrative fees of the American Arbitration Association ("the Association") totaling \$1,050.00 and the compensation of the Arbitrator totaling \$850.00 shall be borne equally. Therefore, Respondent shall pay Claimants \$525.00 for those fees and expenses previously advanced by the Claimants.

This Award is in full settlement of all claims and defenses submitted to this Arbitration. All claims not expressly granted herein are hereby denied, with the exception of those claims which the Arbitrator did not have jurisdiction over.

DATED: January 23, 2004



Mark D. Gruskin, Arbitrator