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27 ****Admitted pursuant to Ariz. Sup. Ct. R. 38(f)**
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

22 NANCY MARKHAM,

23 Plaintiff,

24 v.

25 CITY OF SURPRISE; MICHAEL
26 FRAZIER in his individual and official
27 capacities, and CHRISTOPHER TOVAR, in
28 his individual capacity,

Defendants.

No.

COMPLAINT

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INTRODUCTION

1. Plaintiff Nancy Markham, a resident of Surprise, Arizona, was a victim of repeated domestic violence and needed to contact and rely

1 11. Housing security and access to police assistance are often essential to
2 domestic violence victims' ability to escape life-threatening violence and live free from
3 abuse. Yet, domestic violence victims continue to face barriers to reporting the abuse to law
4 enforcement. In addition, domestic violence is a primary cause of homelessness for women
5 and their children.
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7 12. Reforms adopted by federal, state, and
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1 process and equal protection. Defendants similarly violated the Arizona State Constitution's
2 equivalent protections of freedom of speech, the right to petition, due process, and equal
3 protection.
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5 16. Defendants' policies and practices also violate or conflict with the federal Fair
6 Housing Act's prohibitions against discrimination, Arizona Fair Housing Law A.R.S. §41-
7 1491, and additional Arizona tenant protections, such as A.R.S. §33-1315(A)(4), which
8 provides that no rental agreement may "waive or limit the tenant's right to summon or any
9 other person's right to summon a peace officer or other emergency assistance in response to
10 an emergency." *A.R.S. §33-1315(A)(4)*.

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12 17. Ms. Markham brings this action seeking damages for injuries suffered by
13 Defendants' unconstitutional and unlawful enforcement of the Nuisance Property and Crime
14 Free Lease Sections and to enjoin Defendants from enforcing these provisions in the future.
15 The presence and enforcement of the Nuisance Policy continues to chill Ms. Markham's
16 ability to contact law enforcement and require her to choose between calling for police
17 assistance – even in emergencies – and keeping her present home.
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20 18. This action is brought pursuant to 42 U.S.C. §1983 and 42 U.S.C. §3601 *et*
21 *seq.*

22 19. Ms. Markham seeks declaratory and injunctive relief, as well as
23 compensatory and punitive damages.
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25 **JURISDICTION AND VENUE**

26 20. This Court has subject matter jurisdiction over this action pursuant to 28
27 U.S.C. §§1331 and 1343(3) and (4).
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1 30. Arizona cities derive their legislative powers either from state law or from
2 their own charters. Surprise does not have a charter and possesses only that legislative
3 power authorized by state law and the Arizona Constitution. Surprise must be able to point
4 to a delegation in state law to support its legislative enactments.
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6 31. Defendant Michael Frazier is
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1 threatens the safety and/or health in the area.” **Exhibit A, Surprise Municipal Code §105-**
2 **104.**

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4 41. The Nuisance Property Section authorizes Surprise to revoke or suspend a
5 landlord’s business license and/or charge the landlord with a civil or criminal violation if,
6 after receiving notice that a tenant “allows” any nuisance offense to occur at the property,
7 the landlord fails to take steps against the tenant to effectively abate the alleged nuisance
8 violation.

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10 42. The Nuisance Property Section does not distinguish between perpetrators and
11 victims of crime or between those who call the police frivolously and those who are in need
12 of emergency assistance.

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14 43. The Nuisance Property Section states that notice will be given to the
15 “responsible party,” which it defines as the “owner, occupant, lessor, lessee, manager,
16 licensee, or other person having control.”

17
18 44. However, after providing notice to the “responsible party,” Surprise is not
19 required to notify tenants about alleged nuisance offenses or any threatened or imposed
20 penalty.

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22 45. In fact, the law does not require Defendants to provide notice of the law to
23 tenants at any stage of enforcement, including when police respond to emergency calls from
24 a home.

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26 46. The Nuisance Property Section does not give a tenant or occupant any
27 opportunity to contest the decision to enforce the Nuisance Property Section against the
28 property owner, landlord or property manager, or to contest the determination that various

1 incidents at the property should be characterized as an “offense,” justifying enforcement and
2 resulting in harms to the tenant.

3
4 47. On information and belief, Surprise has informed only property owners,
5 landlords and managers of possible violations and threatened enforcement against them.

6 **The Crime Free Lease Section**

7 48. A related section of the Nuisance Policy, the Crime Free Lease Section, §105-
8 106 requires all owners, managers or leasing agents in Surprise to include a lease provision
9 that, on information and belief, permits them to evict tenants upon a single occurrence of
10 any criminal activity, regardless of whether the tenant was the perpetrator or victim of that
11 crime. Thus, the Crime Free Lease Section requires landlords to adopt a lease provision that
12 serves as a ready abatement measure to av[(anyee)(v[(anyee)(v[(anyee)(v[(anyee(crime. Thusv.)
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1 emergency assistance in response to an emergency.” A.R.S. §33-1315(A)(4). The Nuisance 5

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1 56. In addition to the letter, at the June 2010 meeting of the Surprise City Council,
2 a representative from the Morris Institute again voiced concern about the negative impacts
3 of the Nuisance Property Section, stating that it would deter victims of crime from seeking
4 police assistance and could penalize victims of domestic violence seeking law enforcement
5 assistance against serious threats.
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7 57. The chair of Surprise’s own Quality of Life Commission also expressed
8 concern that the Nuisance Property Section could be enforced against, and lead to evictions
9 of, domestic violence victims. **Exhibit C, Video of June 24, 2010 City Council Meeting,**
10 **available at:**
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12 **http://surpriseaz.granicus.com/MediaPlayer.php?view_id=&clip_id=1584&meta_id=21665.**
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14 58. These predictions were well grounded because calls regarding domestic
15 violence make up the largest category of calls a police department receives in many
16 communities.¹

17 59. According to an article dated June 30, 2010 in the Arizona Republic, Surprise
18 City Councilmember John Williams attempted to allay concerns about the use of the
19 Nuisance Property Section against victims of crime and domestic violence victims in
20 particular by assuring that “[e]nforcement of the new ordinance will be ‘situational,’ and the
21 City will continue to encourage residents to report crimes and suspicious activity.” **Exhibit**
22 **D, copy of the June 30, 2010 Arizona Republic Article.**
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27 ¹ Andrew R. Klein, Nat’l Inst. Of Justice, Practical Implications of Current Domestic Violence Research: For Law
28 Enforcement, Prosecutors, and Judges (June 2009), <http://www.nij.gov/topics/crime/intimate-partner-violence/practical-implications-research/Pages/welcome.aspx>.

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1 The neighbor described R.V. as the male who had been taken into custody by the police the
2 night before.

3 107. The neighbor stated that he found text messages on the phone from R.V.'s
4 son.
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6 108. The phone was taken by the police and placed into safekeeping for R.V. to
7 pick up when he was released from jail.

8 **D. Defendants' Enforcement of the Nuisance Policy Against Ms. Markham**

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10 109. Under the direction of Defendant Frazier, the Surprise Police Department
11 initiated its enforcement of the Nuisance Policy by having Defendant Tovar contact Ms.
12 Markham's Landlord on August 4, 2014.

13 110. Under the Nuisance Property Section's definition of a nuisance as a situation
14 where a tenant "allowed" a nuisance offense to occur, the decision to pursue enforcement
15 against the Property necessarily involved a determination that Ms. Markham should be held
16 at fault for the domestic violence committed against her at the Property.
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18 111. Officer Tovar informed the Landlord that "serious criminal problems" were
19 occurring at Ms. Markham's rental home and warned that the Property may be deemed a
20 criminal nuisance under the Nuisance Property Section if the problems were not corrected.
21

22 112. Officer Tovar sent the Property Manager formal notice of the four calls to
23 police and criminal activity occurring at the rental home on August 6, 2014. In addition to
24 warning that the property could be deemed a criminal nuisance, the letter threatened the
25 Property Manager directly, stating "should you fail to take reasonable steps to prevent future
26 unlawful use of this property, you will not be considered an 'innocent owner/agent' in any
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1 future action with respect to this property.” **Exhibit I, Letter from Chris Tovar, Crime**
2 **Prevention Unit Surprise Police Department to Adam Botticello, Property Manager,**
3 **AZ Rental Homes (Aug. 6, 2014).**

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5 113. The Property Manager corresponded with Officer Tovar over the next week,
6 and told Officer Tovar that he had no knowledge of any criminal activity at the property.

7 114. Officer Tovar then shared a list of calls for police service to the Property.

8 115. Defendant Tovar told the Property Manager that Ms. Markham’s home was
9 the subject of “numerous calls for various incidents,” including three where officers arrested
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11 **R.V. Exhibit J, E-Mail from Chris Tovar Cr**

1 stay at the Property by Ms. Markham, rather than an unwanted perpetrator of domestic
2 violence who Ms. Markham could not control.

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4 120. Likewise, a supplementary report to an April 2014 Surprise police response to
5 the Property inaccurately described R.V. as Ms. Markham's "live-in boyfriend." R.V. never
6 lived at the Property.

7 121. At no point did Defendant Tovar, Defendant Frazier or anyone else at the
8 Surprise Police Department directed by Frazier, instruct or advise the Property Manager or
9 Landlord that Ms. Markham should not be the subject of negative housing action or penalty
10 on the basis of the domestic violence occurring at her home or related police calls. Instead,
11 Officer Tovar pushed for Ms. Markham's removal by discussing the possible legal grounds
12 for evicting her from the residence with the Property Manager.
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15 **Neighbors' Letter and Eviction Threat**

16 122. On August 14, 2014, some of Ms. Markham's neighbors wrote a letter to
17 Chief Frazier expressing concerns about the police responses to the domestic violence
18 incidents at Ms. Markham's Property.
19

20 123. The letter blamed Ms. Markham for the violence perpetrated against her,
21 evinced significant animus against Ms. Markham as a victim of domestic violence and
22 demanded action against her. **Exhibit L, Letter from Residents of Ocotillo Lane to**
23 **Michael Frazier, Police Chief Surprise Police Department (Aug. 14, 2014).**
24

25 124. The letter attracted police attention and Defendant Frazier demanded, in an
26 email sent to Officer Christopher Tovar, among others, that someone at the department
27 "take ownership of this issue. . . [and] keep me apprised as to the status of this situation."
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1 **Exhibit M, E-mail from Michael Frazier, Police Chief Surprise Police Department to**
2 **Geoffrey Leggett, Criminal Investigations Commander Surprise Police Department**
3 **and others (Aug. 18, 2014).**
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5 125. On August 18th, Police Chief Frazier responded to the neighbors' letter and
6 stated that there were already a number of actions in progress that were designed to abate
7 the issue and that police "have a strategy in place that should result in a permanent solution,
8 but it is still a work in progress." Defendant Frazier indicated that Officer Tovar would be
9 handling this issue, stating that he would contact the neighbors. **Exhibit N, E-mail from**
10 **Michael Frazier, Police Chief Surprise Police Department to April Irish (Aug. 18,**
11 **2014).**
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13 126. As part of the "strategy" put in place by Defendant Frazier and in response to
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August 20, 2014 Event

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3 128. On August 20, 2014, Ms. Markham again called the police to report a
4 domestic violence incident and serious threat
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1 141. While Officer Tovar confirmed that R.V. was arrested and served with an
2 order of protection, he told the Property Manager that this was not an adequate solution. He
3 noted a police report indicating that Ms. Markham had obtained an order of protection in the
4 past but did not serve it on R.V..
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6 142. However, the police report cited by Defendant Tovar did not contain any
7 discussion of a prior order of protection against R.V. and did not substantiate Officer
8 Tovar's characterization.
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10 143. On information and belief, Defendant Tovar based enforcement of the
11 Nuisance Policy, including his pursuit of Ms. Markham's eviction, on stereotypical notions
12 about survivors of domestic violence. Because Ms. Markham had already served a
13 protection order against R.V., the only purpose for Officer Tovar's statement was to assert
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1 property was being maintained, noting that she had recently obtained an order of protection
2 against the ex-boyfriend who was causing the problem and that the rent was paid.
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4 147. The Landlord then sought the views of the Surprise Police Department, under
5 the direction of Defendant Frazier, and emailed Defendant Tovar on September 8, 2014 for
6 his response to the Property Manager's recommendation.

7 148. Defendant Tovar reported having a phone conversation with the Landlord that
8 same day. Tovar's report indicates that he did not disclaim his previous statements to the
9 Landlord and Property Manager, which urged Ms. Markham's eviction on the basis of the
10 domestic violence committed against her.
11

12 **Eviction Notice**

13 149. On September 9, 2014, the Landlord directed the Property Manager to move
14 forward with the eviction of Ms. Markham.
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16 150. On September 12, 2014, the Property Manager told Ms. Markham that the
17 Landlord was not willing to let her stay and that she would be evicted in the next month if
18 she failed to move before that time.
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20 151. Under Arizona Landlord Tenant Law, where there is a criminal breach of lease
21 through criminal acts such as threatening, intimidating and assault, the landlord may deliver
22 a written notice for immediate termination of the rental agreement. *A.R.S. §33-1368*.
23

24 152. In response to Ms. Markham's request for a reason for the eviction, and her
25 explanation that "[t]here was no criminal activity going on at [her] home, it was a domestic
26 violence issue and [the abuser] was not living at the home," the Property Manager replied
27 that he had no choice but to move forward. He acknowledged that: "[t]his is coming from
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1 the city,” which “has a law on the books where they can designate a home with a lot of
2 police activity a ‘public nuisance’ or something else to that effect.” **Exhibit Q, Email from**
3 **Nancy Markham to Adam Botticello, Property Manager, AZ Rental Homes (Sept. 16,**
4 **2014) and Email from Adam Botticello, Property Manager, AZ Rental Homes, to**
5 **Nancy Markham (Sept. 15, 2014); Exhibit R Email from Adam Botticello, Property**
6 **Manager, AZ Rental Homes, to Nancy Markham (Sept. 18, 2014).**

8 153. The Property Manager suggested that Ms. Markham contact the Surprise
9 Police Department for more information, explaining that “[b]asically they are threatening to
10 deem the property a public nuisance.” **Exhibit R Email from Adam Botticello, Property**
11 **Manager, AZ Rental Homes, to Nancy Markham (Sept. 23, 2014).**

13 154. Based on the Property Manager’s statements, Ms. Markham would be evicted
14 on or soon after October 1, 2014.

16 **E. Discriminatory Enforcement Based on Gender**

17 155. Blaming and stereotyping of domestic violence survivors, the majority of
18 whom are women, as responsible for or contributing to the violence perpetrated against
19 them is a form of discrimination that many women domestic violence survivors experience
20 in their encounters with law enforcement.

22 156. Officer Tovar demonstrated this kind of gender-biased policing practice in the
23 statements he made to the Property Manager and Landlord, described above, as well as in
24 his differing enforcement of the Nuisance Policy against male victims of domestic violence.

26 157. Defendants enforced the Nuisance Policy against one residence involving
27 male victims of domestic violence at a similar residential community in Surprise.

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1 173. Defendants responded by denying they had taken any action either against Ms.
2 Markham or the Landlord to abate the “nuisance” at the Property. Defendants claimed that
3 they recommended that the Landlord “not terminate the lease agreement relative to the
4 domestic violence incidents.” However, they did not address Officer Tovar’s repeated
5 discussions of Ms. Markham’s eviction with the Landlord and Property Manager, all of
6 which was due to the domestic violence and police calls to the Property. **Exhibit T, E-mail**
7 **from Lieutenant Harold Brady, Public Safety Legal Advisor, Surprise Police**
8 **Department, to Michaela Wallin, Equal Justice Works Fellow, ACLU Women’s Rights**
9 **Project, and Sandra Park, Senior Staff Attorney, ACLU Women’s Rights Project (Oct.**
10 **6, 2014).**
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13 174. Defendants did not respond to the request to suspend enforcement and made
14 no assurance that the Nuisance Policy would not be enforced against Ms. Markham or the
15 Landlord at a later date. Defendants did not even indicate that Ms. Markham would not be
16 sanctioned for reported crimes against her or calls for police assistance when she was the
17 victim of domestic violence.
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20 175. Ms. Markham’s counsel also contacted the Landlord and Property Manager to
21 inform them that the threatened eviction was unlawful and that other negative housing
22 action on the basis of incidents of domestic violence or Ms. Markham’s status as a victim of
23 domestic violence would be unlawful.
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25 176. Ms. Markham received no initial response from the Landlord or Property
26 Manager regarding whether they would continue to pursue her removal from housing.
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1 177. Eventually, upon further correspondence with Ms. Markham's counsel, the
2 Property Manager stated, on December 3, 2014, that there was no pending eviction or legal
3 action against Ms. Markham coming from our office.
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5 178. On March 5, 2015, Ms. Markham submitted a Notice of Claim to Surprise, the
6 Surprise Arizona Police Department, Police Chief Michael Frazier, and Officer Christopher
7 Tovar.
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9 **H. Injunctive and Declaratory Relief**

10 179. Adoption and enforcement of the Nuisance Policy by Defendants has caused
11 and continues to cause irreparable harm to Ms. Markham, including by chilling her First
12 Amendment rights to free speech and to petition the government and by violating her
13 Fourteenth Amendment rights to Due Process and Equal Protection and her rights under the
14 federal Fair Housing Act and state law, as described above.
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16 180. Ms. Markham has suffered and will continue to suffer irreparable harm unless
17 this Court permanently enjoins Defendants from enforcing the Nuisance Policy.
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19 181. Absent injunctive and declaratory relief, Ms. Markham and other crime
20 victims in Surprise face the very real threat of losing their homes if they contact the police
21 for help.

22 182. The policies and practices of Defendants have caused and continue to cause a
23 serious threat to the safety and well-being of such victims, including Ms. Markham.
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25 183. Defendants' actions continue to result in a significant chilling effect on the
26 exercise of Ms. Markham's, and other Surprise tenants', free speech rights and their ability
27 to seek the assistance of law enforcement.
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1 184. Ms. Markham has no adequate remedy at law. Unless enjoined by the Court,
2 Defendants will continue to infringe Ms. Markham's rights and those of Surprise residents
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1 190. The Nuisance Property and Crime Free Lease Sections also chill the exercise
2 of First Amendment rights by imposing penalties on the basis of crime occurring at a
3 property, regardless of whether the tenant was the victim or perpetrator, and thereby
4 deterring and outright burdening tenants' ability to report crime and seek police assistance.
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6 191. The Nuisance Property Se
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1 women to justify its action, blaming women victims for the criminal conduct perpetrated
2 against them.

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4 211. Officer Tovar, the primary official who enforced the Nuisance Property
5 Section, also treated Ms. Markham less favorably than a similarly-situated male victim of
6 domestic violence and did so based on the same gender stereotypes about abused women's
7 responsibility for the violence committed against them.

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9 212. The disparate enforcement of the Nuisance Property Section against women
10 intentionally discriminated against female tenants in Surprise, such as Ms. Markham, who
11 are victims of domestic violence.

12 213. Ms. Markham was injured by the discriminatory enforcement of the Nuisance
13 Property Section because she could not seek police assistance without risking being evicted.

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15 214. Enforcement of the Nuisance Property Section in situations where residents
16 seek emergency or police assistance or are the victims of crime does not advance an
17 important or legitimate government interest, and is not substantially or rationally related to
18 advance such an interest.

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20 215. Accordingly, Defendants violated and continue to violate the Fourteenth
21 Amendment and its Arizona equivalent.

22 216. Therefore, Ms. Markham requests the relief outlined below.

23
24 **Count IV: Discrimination in Housing on the Basis of Sex**

25 **(Fair Housing Act, 42 U.S.C. §§3601 *et seq.*; Ariz. Rev. Stat. §41-1491)**

26 217. Ms. Markham incorporates by reference the allegations in the preceding
27 paragraphs as though set forth at length herein.

1 218. The Fair Housing Act and its Arizona equivalent prohibit discrimination in
2 housing on the basis of any protected class, including sex, and further prohibit any law that
3 purports to require or permit any action that would constitute a discriminatory housing
4 practice or has a disparate impact on a protected class.
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6 219. Ms. Markham was a victim of domestic violence. The great majority of
7 victims of domestic violence are women, a protected class recognized by the Fair Housing
8 Act and its Arizona equivalent.
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10 220. Defendants interfered with Ms. Markham's housing on a discriminatory basis,
11 otherwise making housing unavailable to her and discriminating in the provision of services
12 or facilities on the basis of sex.
13

14 221. Defendants made housing unavailable to Ms. Markham pursuant to the
15 Nuisance Policy by pressuring her Landlord to evict Ms. Markham based on the domestic
16 violence committed against her and predicated on inaccurate gender stereotypes about
17 women victims of domestic violence.
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19 222. Defendants discriminated against Ms. Markham in the provision of services
20 by enforcing the Nuisance Policy to penalize Ms. Markham for seeking police services in
21 response to incidents of domestic violence.
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23 223. Defendants' acts and decisions in enforcing the Nuisance Policy against Ms.
24 Markham, as described above, demonstrate their discriminatory animus against women
25 victims of domestic violence.
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1 224. The City Council knowingly disregarded local stakeholders' warnings about
2 the harmful impact the Section would have on women victims of domestic violence and the
3 likely Fair Housing Act violations that would result.
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5 225. The Surprise Police Department relied on gender stereotypes about abused
6 women in justifying police action against Ms. Markham and more aggressively enforced the
7 Nuisance Property Section against her as compared to a similarly situated male.
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9 226. Defendants engaged in such discriminatory conduct intentionally, willfully,
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1 232. The Nuisance Property Section directly conflicts with A.R.S. §33-1315 by
2 imposing penalties and prohibiting a property owner, agent, or manager to rent or continue
3 to rent “to a tenant following “[f]our or more calls for police service to the same service
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