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April 17, 2009

**BY E-MAIL (PDF) ONLY**

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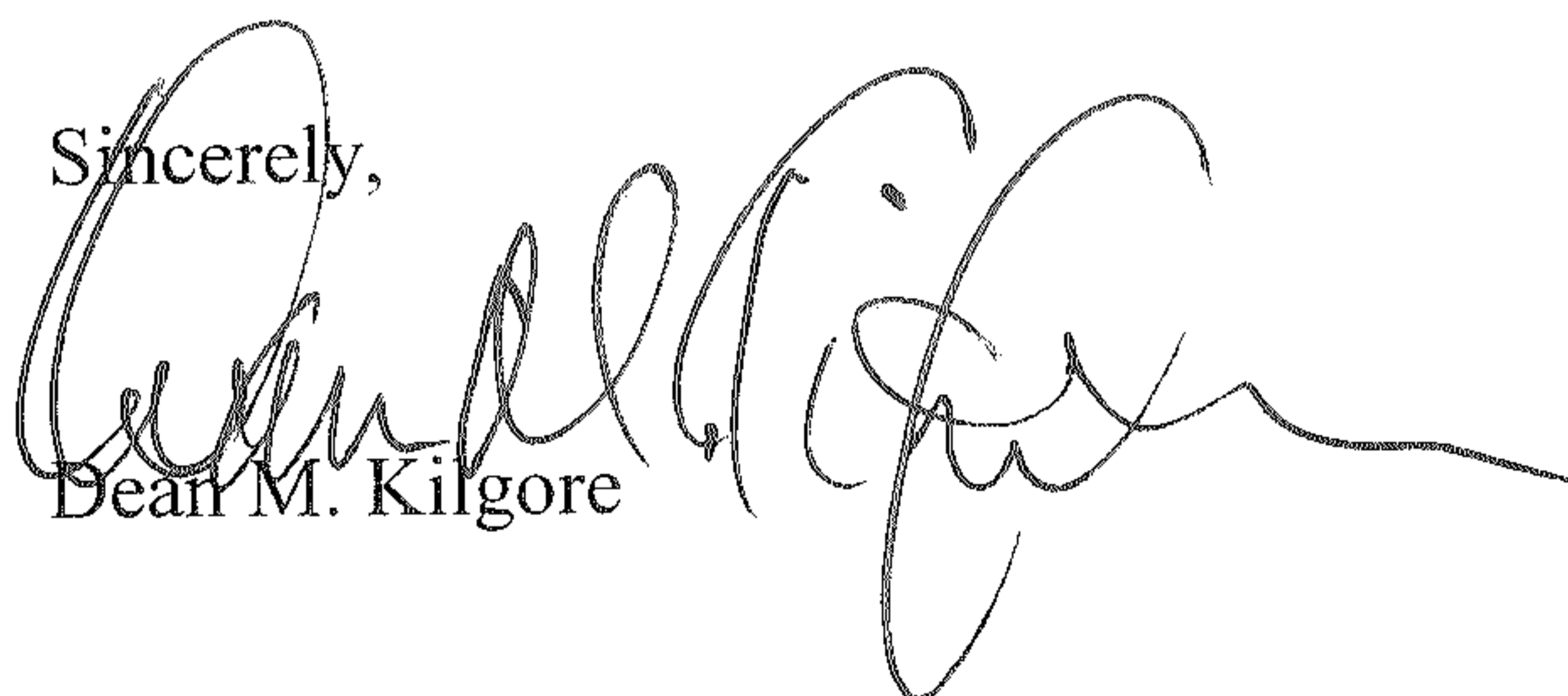
Re: Cause No. 08-0810; *Ron Hemphill and Carol Hemphill v. Capital Pacific Holdings, Inc. and Capital Pacific Homes, Inc.*; In the 274th Judicial District Court of Hays County, Texas, and related arbitration

Dear Counsel:

Enclosed by PDF copy is the final award in this matter. The original of the award is being mailed to Mr. Cain, with a copy of this letter. Please advise if you have questions.

Thank you.

Sincerely,



Dean M. Kilgore

DMK  
Enclosure

Copy, by mail, with  
original enclosure: Charles J. Cain

Arbitration Related to Cause No. 08-0810; *Ron Hemphill and Carol Hemphill v. Capital Pacific Holdings, Inc. and Capital Pacific Homes, Inc.*; In the 274th Judicial District Court of Hays County, Texas

**Ron Hemphill and Carol Hemphill,  
Claimants**

**vs.**

**Capital Pacific Holdings, Inc. and  
Capital Pacific Homes, Inc.,  
Respondents**

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ARBITRATION PROCEEDING

BEFORE

DEAN M. KILGORE

**SUMMARY AWARD IN ARBITRATION**

This Award is made in the above referenced arbitration proceeding between Ron Hemphill and Carol Hemphill (the “Hemphills”), on one hand, and Capital Pacific Holdings, Inc. and Capital Pacific Homes, Inc. (together “CPH”), on the other, respecting the Hemphills’ claims against CPH related to the construction of and sale by CPH to the Hemphills of a home located at 240 Canterbury Drive, Dripping Springs, Texas (the “Home”), and under the parties’ contract for the sale and purchase of the Home, such arbitration conducted pursuant to the letter agreement of the parties with the undersigned Arbitrator, such letter dated February 17, 2009.

On April 7 and 8, 2009, after written notice to all parties and their attorneys, the parties and their attorneys appeared and adduced evidence before the Arbitrator at the arbitration hearing of this matter. The Arbitrator, having received all such evidence, and heard arguments, closed the hearing on April 8, 2009. The Arbitrator proceeded to consider all evidence adduced by the parties and all

arguments made. Upon consideration of the submissions of the parties, the evidence and the arguments, the Arbitrator makes the following findings, conclusions and award:

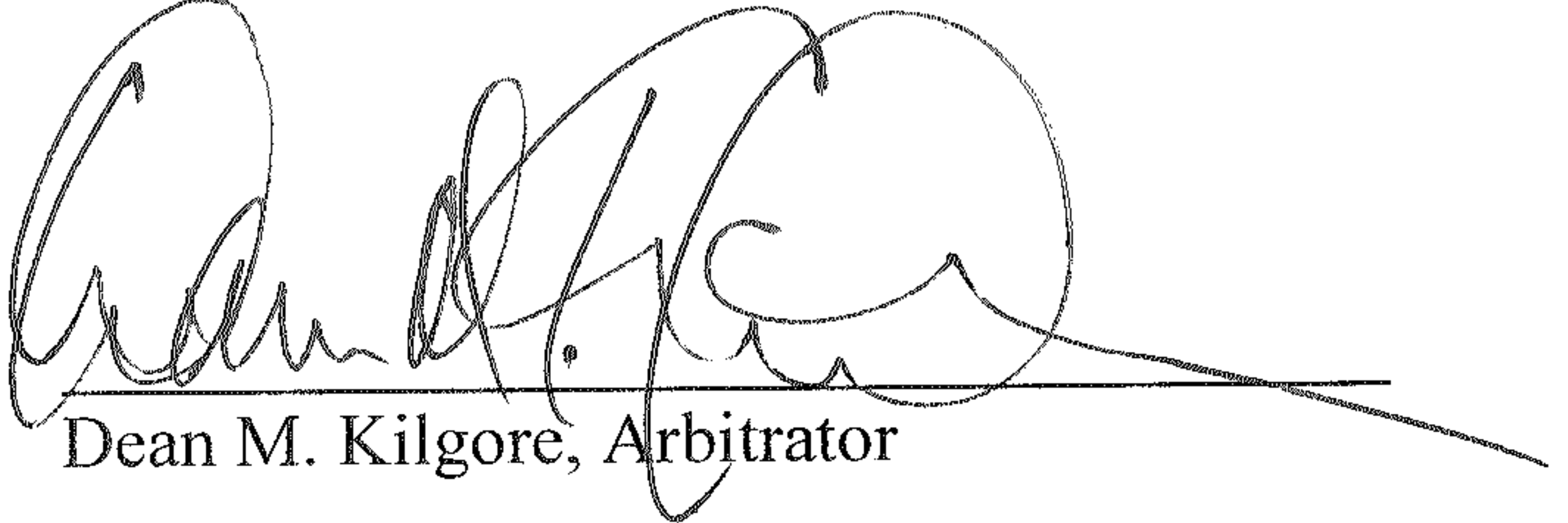
1. The Hemphills shall have and recover of CPH the total cash sum of SEVEN THOUSAND ONE HUNDRED SEVENTY AND NO/100 Dollars (\$7,170.00; the "Award Amount"), which sum is *inclusive* of all substantive recoveries to which the Hemphills are entitled, pre-award interest on any such amount, and reasonable and necessary attorneys' fees, if any, in connection with the recovery of any such amount;

2. The Award Amount, if unpaid for 30 days after this date, shall bear simple interest at the rate of 6% *per annum*, commencing the 31<sup>st</sup> day hereafter, until paid.

3. The costs of this arbitration proceeding will be borne as they were incurred.

4. All other claims for relief, by or against any party, are Denied.

Dated: April 17, 2009.



Dean M. Kilgore, Arbitrator