

In the United States Court of Federal Claims

No. 95-39 C

(Filed: October 2, 2003)

Anchor Savings Bank, FSB,

Plaintiff,

v.

The United States,

Defendant.

Winstar-Related Case; Summary
Judgment; Damages; Material Issue
of Fact; Burden of Proof; Causation
Foreseeability

ERRATA

A published opinion was issued in this case on September 29, 2003. It was brought to the court's attention that there is an error made three times within footnote ten (which appears on page 21 of the published opinion), with respect to the unintentional use of the party "plaintiff" instead of the party "defendant." The text of footnote ten is hereby corrected as follows:

¹⁰ Defendant also claims that because the damages arising from the sale of RFC were not foreseeable, the damages related to NAMCO and the 1993 stock sale were also not foreseeable. Defendant therefore claims that if summary judgment is granted on foreseeability grounds as to RFC, the concomitant damages attributable to NAMCO and the stock offering must also be thrown out. As will be shown, however, the court refuses to grant summary judgment on the issue of whether RFC and its damages were foreseeable, and therefore need not entertain defendant's other arguments.

Additionally, "Garn-St. Germain," which first appears on page 21, is hereby changed to "Garn-St Germain" *in passim*.

Lawrence J. Block
Judge