



Diana Ungerleider <dianaunger3@gmail.com>

Ball

2 messages

Marc Rohatiner <mrohatiner@wrslawyers.com>

Wed, May 20, 2015 at 8:29 AM

To: David Schultz <dschultz@polsinelli.com>

Cc: Dave Schultz <DSchultz@polsinelli.com>, Diana Ungerleider <dianaunger3@gmail.com>, "Dr. Francine Kirkpatrick" <drfkirk@verizon.net>, Karen Olan <karenolan@beckermed.com>, Kim Bantle <ksbantle@gmail.com>, Larry Friedman <lpfriedman1@gmail.com>, Miriam Schulman <miriamschulman@hotmail.com>, Syd Vinnedge <syd.vinnedge@gmail.com>

David:

At the outset and conscious of the fact that I have copied the board on this, I want to thank you for all of the time you are devoting to this matter. Working with many associations, I am constantly amazed at how much time people like you and your predecessors are willing to contribute.

I spoke to Faryan after our call with Greg so that I can tie down the details. Let me restate where we are, incorporating his requests:

1. With respect to the two sets of plans (the ones that received preliminary approval from the Association and the stamped set of plans waiting for final approval), he indicated that the Association has copies of each. In fact, the Association has two sets of the last set of plans. Apparently the protocol is that if they are approved by the Association, they are signed and one signed copy is returned to the owner and the Association retains the other one. He is willing to allow the Balls and any of their representatives have access to the two sets of plans in the Association's possession. In addition, if they want to copy them, they can pay for copies at their own expense with the understanding that the copies have to be returned or destroyed after the mediation.
2. He will produce whatever communications he has relating to the issues that are the subject of the dispute.
3. He insists that before the Association produces anything, he wants the opportunity to review what is being produced. I made this very clear with him; it is not for purpose of then objecting or limiting the production. He just wants the opportunity to verify that what is being produced is complete.

With respect to our conversation with Greg, as I recall, he has indicated that his client will

produce any communications that he has generated or received relating to the relevant issues. He wants the Association and Faryan to produce the same. In addition, he wants you to confirm with the current board members that there is neither a draft or finished policy addressing how view issues are handled when the elevation of the original pad is being altered.

Assuming you have no additions or corrections, I only need to get Greg's agreement to the specific handling of the plans and I will then tie down a date for mediation.

Marc Rohatiner
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David Schultz <DSchultz@polsinelli.com>

Wed, May 20, 2015 at 11:13 AM

To: Marc Rohatiner <mrohatiner@wrslawyers.com>

Cc: Diana Ungerleider <dianaunger3@gmail.com>, "Dr. Francine Kirkpatrick" <drfkirk@verizon.net>, Karen Olan <karenolan@beckermed.com>, Kim Bantle <ksbantle@gmail.com>, Larry Friedman <lpfriedman1@gmail.com>, Miriam Schulman <miriamschulman@hotmail.com>, roger broderick <chaselaw@me.com>, "sjw@sjwlegal..com" <sjw@sjwlegal..com>, "Vi Walquist (viwalquist@gmail.com)" <viwalquist@gmail.com>

Thank you Marc. Yes, this does comport with my understanding of our discussions yesterday with Mr. Afifi and Mr. Ball's attorney, Greg Aldisert. I appreciate your thoughtful comments and participation during those calls.

I agree it is appropriate to provide Mr. Afifi with anything we provide to Mr. Ball's attorney. The only things I would add to what you have are the following:

1. We also discussed that we would provide to Mr. Ball's attorney the following documents related to our insurance: (a) the tender to Chubb and our broker; (b) the confirmation we received by Chubb and our broker that they received the tender; and (c) confirmation that our coverage with Chubb has been extended to July 31, 2015.

Marc, please coordinate with Karen Olan and Larry Friedman on that, as I believe Larry had the initial contact with the insurer/broker and Karen has been following up with the insurer.

2. When Mr. Afifi produces his communications with the HOA, this should include the application he submitted in October 2013, the preliminary approval letter he received in March 2014 and all other letters/emails he has had with those on the board like Larry Friedman and Steve Disaia. Thus, it should not be necessary for us to duplicate that effort. The only other emails that I think exist concerning the HOA's communications with either Mr. Ball or Mr. Afifi would be those that I have had with them over the past several weeks, which is minimal and I can't believe either side would want those. But, I can provide those if necessary.

3. Marc, we should probably have you send a letter to the insurance company advising that we are trying to set up a mediation, provide the letter that Ball's attorney wrote regarding the 190k demand to Afifi or the HOA, and ask that they come to participate. I know they won't, but under the circumstances, we should take this step to ask them. Call me if you want to discuss that, and perhaps you can send that draft letter to the board before it goes to the insurance company.

Thanks again, Dave.

P.S. As you know, the board has experienced some transition recently. I'm copying the current members of the board and Kim Bantle, who is our administrator and consultant on many issues as she is very experienced on HOA matters. I'm also keeping Larry on for now, but he has resigned effective at the end of the month. So, please use this email tree for further Palisair HOA board communications.

From: Marc Rohatiner [mailto:mrohatiner@wrslawyers.com]

Sent: Wednesday, May 20, 2015 8:29 AM

To: David Schultz

Cc: David Schultz; Diana Ungerleider; Dr. Francine Kirkpatrick ; Karen Olan; Kim Bantle; Larry Friedman; Miriam Schulman; Syd Vinnedge

Subject: Ball

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