

MICHAEL K. JEANES, CLERK
DEP
BY
Eliha Flores
E. FLORES, FILED
17 NOV 27 AM 8:35

William M. Brown
6751 E. Amber Sun Drive
Scottsdale, AZ 85266
(480) 595-9131

Plaintiff on his own behalf

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

William M. Brown, an individual,

Case No. CV2017-055475

Plaintiff,

Plaintiff's Reply to Defendants'
Response to Plaintiff's
Supplement to Application for
An Order to Show Cause
(Contempt)

(Assigned to the Hon. John R.
Hannah, Jr.)

vs.

Terravita Country Club, Inc., an Arizona
non-profit corporation; Sterling J. Laaveg,
President TCC, Inc., and his spouse; Paul
David Tolk, Vice-President TCC, Inc., and
his spouse; William H. Greig, Secretary
TCC, Inc., and his spouse; Michael T.
Ellington, Treasurer TCC, Inc., and his
spouse; John Does I-X and Jane Does I-X
and their spouses; Carpenter, Hazlewood,
Delgado & Bolen, LLP; Joshua M. Bolen
024053 and Anjali J. Patel 028138,

Defendants.

Given Defendants' response to Plaintiff's supplemental application, Plaintiff has no reasonable expectation that Plaintiff's lawful and unambiguous July 29, 2016 records request, pursuant to the Planned Community statutes, § 33-1805, will be fully and accurately complied with by the defendant corporation, its named officers and the corporation's lawyers, officers of this Court, while Plaintiff's residence/domicile is still Scottsdale, Arizona. Further, 16+ months after Plaintiff's (Petitioner in 17F-1716005-REL) records request defendants remain in notorious defiance (contempt) of the Office of Administrative Hearings' Administrative Law Judge Velva Moses-Thompson's July 10, 2017 Decision and Recommended Order and Arizona Department of Real Estate Commissioner's July 11, 2017 Final Order and August 16, 2017 Order Denying Respondent's (Defendants) Request for Rehearing.

Defendants and the corporation's lawyers' conduct and actions throughout these proceedings, and in the far too many other contested matters (Plaintiffs [William M. Brown and Anita R. Bell] have been the prevailing party in eleven (11) of thirteen (13) prior matters adjudicated to date and were pro se nine (9) of those eleven (11) times, whether defendant or plaintiff) preceding the instant matter and the matters still unresolved pending before Judges Patricia A. Starr (LC2017-000307-001 DT), Sherry K. Stephens [John R. Hannah, Jr.] (CV2017-013317), Suzanne S. Marwil (18F-H1817004-REL) and/or any righteous rehearing of Judge Tammy L. Eigenheer's incredulous findings of facts and conclusions of law in 18F-

H1717041-REL, matters which continue to put the corporation's members at financial risk as the board of directors and the corporation's lawyers pursue agendas steeped in their personal animus (1 CA-CV 14-455, WMB prevailing party) for the Plaintiff.

Defendants have unilaterally "decided," without the dues paying members' knowledge or consent, to spend hundreds of thousands of dollars of the members' monies to deny the members the truth of the defendants conduct and actions.

Plaintiff's July 29, 2016 records request which gave rise to CV2017-055475 (Defendants' contempt of an administrative law order, ADRE's final order and order denying Respondent's (TCC, Inc.) request for rehearing [17F-H1716005-REL]) was made in furtherance of the Plaintiff and all the corporation's mandatory members' right to know how much of the members' monies (monthly assessments, \$262,200.00) was spent on attorneys' fees and costs in *Ralph Bianco, et al. vs. Terravita Community Association, Inc. and Terravita Country Club, Inc., et al.*, CV2014-053595.

Defendants' habit and practice respecting its members' lawful records requests is to be either non-responsive or to respond incompletely and inaccurately, to deny the existence of the requested record or "blame" the requester for not making their request two, three or more times all the while feigning ignorance respecting unambiguous, detailed and specific records requests...decisions, conduct and actions aided and abetted by the corporation's retained counsel.

A reasonable inference, lay or lawyer, from Liberty International Underwriters' November 19, 2014 reservation of rights letter (Plaintiff's Supplement to Application for An Order to Show Cause [Contempt], Exhibit D) disclaimed by Defendants, "...not a corporate record," is not unlike the continuous denials in 12F-H1212014-BFS to LC2012-000699-001 DT to 1 CA CV 14-0455 that the defendants did not pay the corporation's lawyers' attorneys' fees and costs but rather Liberty paid all the defense costs in excess of defendants' policy's retention.

The members were not told the truth respecting the attorneys' fees and costs in that simple books and records contested matter (petition alleging defendants' violation of the disclosure statute, § 33-1805) ultimately decided by the Court of Appeals (1 CA-CV 14-0455) in favor of Plaintiff/Appellant, William M. Brown, Pro Se. The members were continuously told that the defendants' directors and officers insurance (LIU D&O policy) would pay all the costs that exceeded the policy's retention. Liberty paid \$8,800 in total defense costs...less than seven and one-half percent (7.5%) of the total costs, \$122,000+, and less than nineteen percent (19.0%) of the costs in excess of the policy's \$75,000 retention. (*See Exhibit C*)

The members, without their knowledge or consent, paid \$113,200 for the defendant's board of directors and the corporation's lawyers to pursue agendas steeped in their personal animus for William M. Brown. Defendant's counsel throughout the books and records matter, 12F-H1212014-BFS, is a partner at Carpenter, Hazlewood, Delgado & Bolen, LLP.

In response to Ms. Anita Bell's lawful and unambiguous September 28, 2017 records request (Commitment for Title [title report]), the Defendants', "This is not a record of the Club and the Club does not have a copy," made to two career real estate professionals (42 year institutional investment real estate broker/advisor and 35 year title/escrow professional) not only defied credulity but was simply evidence of the Defendants' (principals/officers of the Court) willingness to lie to its members, the corporation's title agency and to Arizona's courts. (*See Exhibit D*)

Any reasonable inference, lay or lawyer, from Liberty International Underwriters' November 19, 2014 reservation of rights letter (Exhibit D, Plaintiff's Supplement...) once again calls into question the veracity of the Defendants' statements whether to its members or to Arizona's courts.

"14. Does anyone for whom insurance is sought have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a Claim which may fall within the scope of the proposed insurance?"

The Application further provides "If a policy is issued, this Application and its attachments shall be the basis of such policy and shall be deemed attached to and shall form part of such policy. The undersigned, on behalf of all prospective Insureds, declares that the statements in this Application and its attachments are true and accurate, If there are material changes to any statements in this Application or its attachments prior to the inception date of the policy, the undersigned shall immediately notify the Insurer of such changes."

In Paragraph 60 of the Amended Complaint (*Bianco*), plaintiffs allege that on February 2, 2012, Rena Young sent an e-mail to Linda Francis, a member of TCC's Board of Directors, expressing disapproval of pickle ball on existing tennis courts and the noise impact on her home. Please provide a copy of this correspondence and any other correspondence received regarding this matter prior to the filing of suit.

LIUI reserves all of its rights and defenses under the Policy, at law and in equity regarding any non-disclosure in the application. We reserve LIUI's rights to the extent the Insured was on notice of this matter prior to the issuance of the Policy.

Reservation of Rights

Liberty expressly reserves all rights and defenses under the Policy and at law including the rights to deny coverage on any of the foregoing bases and to deny coverage on additional and alternative bases as other terms, conditions, exclusions, endorsements of the Policy, including matters contained in any **Application**, are found to apply. Liberty's position with respect to coverage for this matter is based on a review of the allegations and currently known facts.

Notwithstanding Plaintiff's multiple requests (October 6, 18 and 28, 2017) to Liberty Insurance Underwriters, Inc., '...please advise if Liberty, pursuant to its rights and defenses under DOCH217352-216, accepted the *Bianco* claim which gave rise to CV2017-055475, defended the claim, paid reasonable and necessary defense costs (to include attorneys' fees) or did Liberty decline the claim (or a majority of attorneys' fee and costs) for reasons articulated in its November 19, 2014 reservation of rights letter,' Liberty's unknowing oxymoronic advice, "Please be advised that you cannot forward information to Liberty directly as you are not an insured under the policy. Kindly forward such emails and documents to the Board and/or Property Manager. We trust that they will handle accordingly," directs the members to those demonstrably integrity challenged (Defendants and general manager). (See Exhibit E)

Defendants' Response to Plaintiff's Supplement to Application for An Order to Show Cause does not satisfy the records disclosure requirement of the administrative orders or the purpose of Plaintiff's July 29, 2016 records request to require Defendants to disclose the costs and fees directly relevant to the *Bianco* litigation (CV2014-053595, *Bianco vs. Terravita Community Association, Inc.* [HOA] and *Terravita Country Club, Inc.* [Country Club]).

"The only amount paid [by TCC] in the Bianco lawsuit was this \$5,000.00 deductible - Liberty paid all other payments to this law firm and to the Plaintiffs." *Id.* CHDB did not bill TCC; CHDB billed the carrier of TCC's directors' and officers' ("D&O") insurance policy - Liberty Insurance Underwriters Inc. ("Liberty" or "LIU"). Because LIU carried TCC's D&O policy, and because LIU paid CCHDB's attorneys' fees and costs in the Bianco matter, the attorneys' fees and costs were clearly covered by TCC's D&O policy. TCC cannot be any clearer in responding to Request 1.

Under nearly identical facts and parties in 1 CA-CV 14-0455 and its predecessor matters, the country club members paid more than ninety-two percent (92%), \$113,200 of \$122,000 total costs, of the defendants' defense costs notwithstanding defendants' continuous proclamation to the members to the contrary.

At a telephonic status conference with Judge Starr on Monday, November 20, 2017 (Exhibit A, conference preceded by Judge Starr's October 10, 2017 Minute Entry [Exhibit B] denying Respondent's [Appellants] August 23, 2017 Motion for Stay In Conjunction With Judicial Review Action) Plaintiff advised that William M. Brown and Anita R. Bell entered into a contract on November 14, 2017 for the sale of their home located at 6751 East Amber Sun Drive, Scottsdale, Arizona 85266-7029 with a COE and return to Texas date on or before December 31, 2017.

Acknowledging the tension between the Plaintiff, Defendants and the corporation's lawyers (2006 to date), Plaintiff asked Judge Starr to keep the affirmation made to the Court by Defendants' counsel, "...we're not going to do anything to interfere with Mr. Brown's closing," in mind as it may become prophetic before year's end and, as such, may cause great harm and damage to the Plaintiff and Ms. Bell while exacerbating the tensions between the parties.

Rather than celebrating their "good fortune," the corporation's leadership "...prepares to go to war (sic)" while Plaintiff's friends, to include the Goldwater Institute's past Litigation Director of GI's Scharf-Norton Center for Constitutional Litigation, and the bench's fellow jurist, upon learning of our sale and move to Texas lamented, "Bill, congrats on the home sale but I am very sorry to hear we are losing you to TX. It will truly be a loss as there are not nearly enough astute, thoughtful freedom advocates who are willing to translate their beliefs into action. I hope you will continue to stay in touch and that the move to TX is smooth and fun. Warmest regards." Clint (Bolick), 11/16/2017 0520hrs

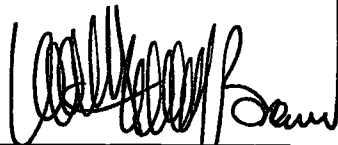
The record of Defendants' "professional courtesies" and declaration that "Defendants, throughout its dealings with the Plaintiff, have only tried to be amicable, accommodating and respectful to the Plaintiff" defies credulity.

This Court may recall at the March 10, 2017 Oral Argument on Plaintiff's Motion for Partial Summary Judgment, Motion to Continue on the Inactive Calendar and Motion for Leave to File Amended Complaint and Defendants' Cross-Motion for Judgment on the Pleadings (CV2016-054557), Plaintiff indicated that the tension between the parties and the yet unresolved issues between the Plaintiff and the Defendants would likely manifest themselves in the near-term future to which the Court observed that there should be a separate lawsuit and suggested to Defendants' counsel that would likely happen (sic).

Defendants' Response to Plaintiff's Supplement to Application for An Order to Show Cause does not satisfy the records disclosure requirement of Administrative Law Judge Velva Moses-Thompson's July 10, 2017 Administrative Hearings' Decision and Recommended Order, "... Terravita comply with the applicable provisions of A.R.S. § 33-1805 regarding Petitioner's request of Terravita's records within 10 days of the Order in this matter," the Commissioner of the Arizona Department of Real Estate's July 11, 2017 Department's Final Order, "...that Respondent (Terravita Country Club, Inc.) comply with the applicable provisions of A.R.S. § 33-1805 regarding Petitioner's (William M. Brown) request of Respondent's records within 10 days of the Order in this matter" and the Commissioner's August 16, 2017 Order Denying Request for Rehearing, "It was further ORDERED that Terravita comply with the applicable provisions of A.R.S. § 33-1805 regarding Petitioner's request of Terravita's records within 10 days of the Order entered in this matter."

Respectfully submitted this 27th day of November 2017.

William M. Brown
6751 East Amber Sun Drive
Scottsdale, Arizona 85266-7029



William M. Brown
Plaintiff, Pro Se

Certificate of Service

Original filed this 27th day of November 2017 with:

Clerk, Superior Court
Maricopa County Superior Court
18380 N. 40th Street
Phoenix, Arizona 85032

Copy delivered this 27th day of November 2017 to:

Hon. John R. Hannah, Jr.
Maricopa County Superior Court
Northeast Court-G
18380 N. 40th Street, Courtroom 108
Phoenix, Arizona 85032-1484

Copy mailed this 27th day of November 2017 to:

Carpenter, Hazlewood, Delgado & Bolen, LLP
1400 E. Southern Avenue, Suite 400
Tempe, Arizona 85282

Courtesy copy by electronic mail, riordank@superiorcourt.maricopa.gov,
this 27th day of November 2017 to:

Hon. Patricia A. Starr
c/o Ms. Kim Riordan
Maricopa County Superior Court
Old Court House, Suite 309
125 West Washington
Phoenix, Arizona 85003-2243

Courtesy copy by electronic mail, collinsr005@superiorcourt.maricopa.gov,
this 27th day of November 2017 to:

Hon. Sherry K. Stephens
c/o Randy Collins
Maricopa County Superior Court
South Court Tower
175 W. Madison Street
Phoenix, Arizona 85003-2243

Courtesy copy by electronic mail this 27th day of November 2017 to:

Arizona Attorney General
Mary DeLaat Williams MaryD.Williams@azag.gov
Lynette Evans Lynette.Evans@azag.gov
Ryan Krench Ryan.Krench@azag.gov
LicensingEnforcement@azag.gov

Courtesy copy by electronic mail, oah@azoah.com, this 27th day of
November 2017 to:

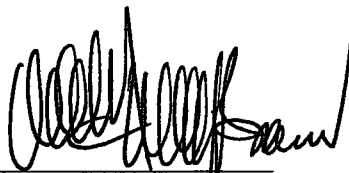
Hon. Suzanne S. Marwil
Office of Administrative Hearings
1400 West Washington, Suite 101
Phoenix, Arizona 85007

Courtesy copy by electronic mail, oah@azoah.com, this 27th day of
November 2017 to:

Gregory L. Hanchett
Office of Administrative Hearings
1400 West Washington, Suite 101
Phoenix, Arizona 85007

Courtesy copy by electronic mail, jlowe@azre.gov, dgardner@azre.gov,
this 27th day of November 2017 to:

Commissioner Judy Lowe
Dan Gardner, HOA Coordinator
Arizona Department of Real Estate
2910 N. 44th Street
Phoenix, Arizona 85018



William M. Brown
Plaintiff, Pro Se

Exhibit A

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

LC2017-000307-001 DT

11/20/2017

HONORABLE PATRICIA ANN STARR

CLERK OF THE COURT
C. Avena
Deputy

TERRAVITA COUNTRY CLUB INC

ANJALI J PATEL

v.

WILLIAM M BROWN (001)

WILLIAM M BROWN
6751 E AMBER SUN DR
SCOTTSDALE AZ 85266

MARY D WILLIAMS
LYNETTE EVANS
RYAN MATTHEW KRENCH
OFFICE OF ADMINISTRATIVE
HEARINGS
REMAND DESK-LCA-CCC

MINUTE ENTRY

Courtroom OCH (309)

9:58 a.m. This is the time set for Status Conference regarding a Renewed Motion for Stay, filed on October 12, 2017. Appellant, Terravita Country Club, Inc. is represented telephonically by counsel, Joshua Bolen on behalf of Anjali J. Patel. Appellee, William M. Brown is appears telephonically on his own behalf.

A record of the proceedings is made digitally in lieu of a court reporter.

Discussion is held regarding the Renewed Motion for Stay.

For the reasons stated on the record,

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

LC2017-000307-001 DT

11/20/2017

IT IS ORDERED that Appellant shall serve the agency with the Renewed Motion for Stay, Opening Brief, and Notice of Appeal.

IT IS FURTHER ORDERED setting Telephonic Status Conference on **November 29, 2017 at 2:00 p.m.** to be held before the Honorable Patricia A. Starr.

Plaintiff-Appellant's counsel shall obtain the presence of all parties on the telephone and then call this division at (602) 506-4164.

IT IS FURTHER ORDERED issuing a temporary stay.

IT IS FURTHER ORDERED the time for filing the Answering Brief is tolled pending the appearance of counsel for the agency.

IT IS FURTHER ORDERED that Appellant shall serve this minute entry on the Attorney General.

10:17 a.m. Matter concludes.

NOTICE: LC cases are not under the e-file system. As a result, when a party files a document, the system does not generate a courtesy copy for the Judge. **Therefore, you will have to deliver to the Judge a conformed courtesy copy of any new filings.**

Exhibit B

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

LC2017-000307-001 DT

10/10/2017

HONORABLE PATRICIA ANN STARR

CLERK OF THE COURT
C. Avena
Deputy

TERRAVITA COUNTRY CLUB INC

ANJALI J PATEL

v.

WILLIAM M BROWN (001)

WILLIAM M BROWN
6751 E AMBER SUN DR
SCOTTSDALE AZ 85266

OFFICE OF ADMINISTRATIVE
HEARINGS
REMAND DESK-LCA-CCC

MINUTE ENTRY

The Court recently became aware that Appellant, Terravita County Club, Inc., filed a Motion for Stay on August 23, 2017. Because this Court does not participate in e-file, and Appellant did not provide a copy to this Division, the Court only found the Motion when reviewing the docket for another purpose.

This Court may not grant a stay of an agency's decision absent good cause. A.R.S. § 12-911; Rule 3(a), Rules of Procedure, Judicial Review of Administrative Decisions. In the context of administrative appeals, "good cause" means that a petitioner "must demonstrate, as regards substantive merit, that [her] petition presents a seemingly valid, genuine, or plausible claim under the circumstances of the case," or in other words, that [s]he has a colorable claim. *P & P Mehta LLC v. Jones*, 211 Ariz. 505, 510, ¶ 22 (App. 2005). In determining whether a petitioner has demonstrated good cause, the Court must consider harm to the petitioner, as weighed against the harm to the agency or other parties to the proceeding. "Only if the court concludes that the balance of harm tips in favor of the petitioner has he shown the 'harm' necessary to constitute 'good cause.'" *Id.* at ¶ 23.

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

LC2017-000307-001 DT

10/10/2017

Here, the Motion does not present any facts or argument that would support a stay.

Thus,

IT IS ORDERED denying the Motion for Stay.

The Court also notes that the Notice of Appeals for Judicial Review is incorrectly captioned. While Terravita Country Club, Inc. may have been the Respondent below, it is the Appellant in this Court.

Therefore,

IT IS ORDERED amending the caption to indicate that Terravita Country Club, Inc., is the Appellant, and William Brown is the Appellee.

NOTICE: LC cases are not under the e-file system. As a result, when a party files a document, the system does not generate a courtesy copy for the Judge. Therefore, you will have to deliver to the Judge a conformed courtesy copy of any new filings.

Exhibit C

william brown

From: "william brown" <wmbs-pp@msn.com>
To: <mdinino@me.com>
Sent: Thursday, March 10, 2016 9:57 AM
Attach: TCA-Diedrichs SAuerback (Liberty) 'pursue any legal remedies...pdf
Subject: CSE / TCA / Liberty

"God Bless," let's sue Liberty (sic)...

----- Original Message -----

From: Curtis Ekmark
To: wmbs-pp@msn.com
Cc: David Gauvin
Sent: Tuesday, February 16, 2016 4:19 PM

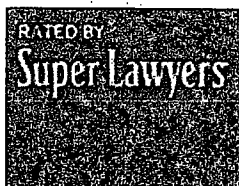
As you know, this firm represents Terravita Community Association. The community manager recently informed us of a records request by you. However, the Association has no record of you being a member or being the written designee of a member. If you do have something in writing showing that you are either a member or a written designee, please forward it to me immediately.

Thanks.

God Bless,

Curtis S. Ekmark
Ekmark & Ekmark, L.L.C.
6720 North Scottsdale Road, Suite 261
Scottsdale, AZ 85253
Tel: (480) 922-9292
Fax: (480) 922-9422
curtis@ekmarklaw.com

 Sustaining Member
ARIZONA'S FINEST LAWYERS



*****Confidentiality Notice*****

This electronic message contains information from the law firm of Ekmark & Ekmark, L.L.C. which may be confidential or protected by the attorney-client privilege and/or the work product doctrine and is intended solely for the use of the addressee listed above. If you are neither the intended recipient nor the employee or agent responsible for delivering this electronic message to the intended recipient, you are hereby notified that any disclosure, copying, distribution or the use of the content of this electronic message is strictly prohibited. If you have received this electronic message in error, please immediately notify us by replying to this message and delete the original message.

_____ Information from ESET Endpoint Antivirus, version of virus signature database
13039 (20160216) _____

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>



January 21, 2016

Steven Auerbach
Claims Officer
Liberty International Underwriters
55 Water Street, 23rd Floor
New York, NY 10041

Re: Policy CAP004267-0511

Dear Mr. Auerbach:

On behalf of the Board of Directors of the Terravita Community Association "TCA", I am requesting that Liberty International Underwriters "Liberty" meet its contractual obligations by immediately refunding the TCA the amounts it has paid in excess of its \$75,000 deductible on the Brown vs. TCA matter. This matter concluded at the end of July, 2015 with a ruling by the Arizona Court of Appeals that overturned an award of fees in TCA's favor.

It is almost six (6) months since that decision and TCA has yet to see any payment from Liberty of the amount owed to the organization. Unless TCA receives the amount owed to it from Liberty, our Board will have little choice but to pursue any legal remedies, which may include a claim for bad faith claim settlement and a complaint to the Arizona Department of Insurance.

Sincerely,

Frank M. Diedrichs, President

FMD/smh

C: David Gauvin, Community Manager
Curtis Ekmark

719603.1

34522 N. Scottsdale Rd. Suite 140. Scottsdale, AZ 85266.

(480)595-7533 community@terravita.com

william brown

From: "william brown" <wmbs-pp@msn.com>
To: "John Sellers" <jasellers123@gmail.com>
Cc: "John Ryley" <jhryley@yahoo.com>
Sent: Wednesday, January 13, 2016 9:47 AM
Subject: Records Requests / Community Association Executive Advantage Policy / Bad Faith Claim

John:

Has Bolen responded to your records inquiry last week, the one accompanied by your proposed 33-1805 (A) draft petition to the DFBS/OAH should Bolen/The Crossings continue to be non-responsive to requests for the corporation's records of account, or will you file your eighth petition with the Department?

TCA and Ekmark will be faced (01/26/16) with a similar decision following my records request last evening for Liberty's non-renewal notice acknowledged by Diedrichs at Monday's board meeting during a curious discussion re Liberty's notice, "came about very quickly," followed by the board's 7 to 0 vote to approve the 2016-2017 Liberty policy notwithstanding a 13% increase in TCA's premium. During the meeting Diedrichs was asked by a member in attendance if Liberty had reimbursed TCA for \$45,000 of defense costs above the WMB \$75,000 retention...Diedrichs answered "No!"

Do you suppose Diedrichs, TCA and/or Ekmark are familiar with Liberty's policy provisions which require an insured to report to Liberty in writing any circumstances or wrongful acts that reasonably may be expected to give rise to a claim? The written notice should provide details re the nature and date of the circumstance, the manner in which the insured first became aware of the circumstance and the identity of the claimant in order for the circumstance or wrongful act to be deemed a claims-made under Liberty's policy with TCA.

"...may be expected to give rise to a claim..." Do you expect the sun to rise in the East tomorrow morning?

RJC declined to accept my 'bet lunch' re TCA/Ekmark's compliance with 33-1805(A)...what say you? TCA/Ekmark's last refusal to comply with the law took 39 months and \$120,000+ to "resolve."

Upon information and belief, during the e-session immediately preceding the open meeting the board discussed Liberty's non-payment. Apparently there is a disagreement between TCA and Liberty re an acceptable E&E billable rate for Ekmark's "legal services" in *Brown v. TCA, Inc.* E&E bills TCA at higher rate than Liberty's panel counsel for other insurance defense matters. Further, the board is attempting to resolve the issue in order to avoid costly litigation with Liberty.

11/25/2017

Does Diedrich, TCA and/or Ekmark appreciate the momentous undertaking to sue one's insurer for a bad faith claim particularly given little likelihood of success against the 900 pound gorilla. Could a bad faith claim, successful or not, enrich E&E at TCA's members' expense (OPM)? Who should sue whom?

Bet lunch?

Bill

----- Original Message -----

From:

To: [william brown](#)

Sent: Tuesday, January 12, 2016 7:08 PM

Subject: Re: Record Request

Hmmm. This is a tough one. I would have said no since you got denied in the past but since they did not make an issue of you attending last night's meeting maybe they might have decided not to fight a losing battle and they will give you this.

On Jan 12, 2016, at 5:15 PM, william brown wrote:

Bet lunch?

----- Original Message -----

From: [william brown](#)

To: jennmel@yahoo.com

Sent: Tuesday, January 12, 2016 5:05 PM

Subject: Record Request

Via Electronic Mail

January 12, 2016

Custodian of the Record
Terravita Community Association, Inc.
34109 N. 69th Way
Scottsdale, Arizona 85262

Re: Records Request

Custodian of the Record:

Pursuant to Arizona's Revised Statutes (Title 33 Chapter 16) please provide the following association record by return electronic mail:

Liberty Insurance Underwriters, Inc.'s notice of Insurer's election not to renew Policy Number CAP004267-0511 (Renewal of CAP004267-0411).

[CAP004267-0511 Community Association Executive Advantage Policy, February 1, 2015 - February 1, 2016: 21. Termination, 21.3 *If the Insurer elects not to renew this Policy, the Insurer shall provide the Parent Organization [TCA] with not less than sixty (60) days advance notice thereof.*]

If my request is denied in whole or part, you are requested to justify all deletions by reference to specific exemption of the statutes. You are expected to release all segregable portions of otherwise exempt materials. I, of course, reserve the right to appeal your decision to withhold any requested information.

Your timely compliance is appreciated in advance.

s/William M. Brown

William M. Brown
651 East Amber Sun Drive
Scottsdale, Arizona 85266-7029

william brown

From: "william brown" <wmbs-pp@msn.com>
To: "Adam Buck" <buck@frutkinlaw.com>
Cc: <Undisclosed.Recipients@cox.net>; <colephx4@alumni.nd.edu>
Sent: Tuesday, February 23, 2016 11:04 AM
Attach: 2-20-16 Coleman DDowlen-WMB I.email; 2-20-16 Coleman DDowlen-WMB II.email
Subject: Fw: Officer David Dowlen #1295

Counsel:

Terravita's boards of directors, unlike Coleman, might have benefited from 'Suing the 900 Pound Gorilla...Best Practice,?' but rather have "chosen" to poke the 900 pound gorilla, "Unless TCA receives the amount owed to it from Liberty, our Board will have little choice but to pursue any legal remedies, which may include a claim for bad faith claim settlement and a complaint to the Arizona Department of Revenue."

Did TCA consult TCC (or the members) prior to poking Liberty, also TCC's insurer? How might Liberty see both corporations for the actions of either?

WMB

p.s. While in our home Saturday, I suggested to David (Officer Dowlen) that miscreant boards and mean-spirited members should exercise the wisdom of an experienced hiker who walks up on a rattlesnake, coiled and ready to strike, to walk around rather than walk up to and kick something that will strike back with less than pleasant consequences, a bad decision which demonstrates their ignorance and arrogance.

----- Original Message -----

From: Bayne, Ron - 559
To: william brown ; Hanafin, Mike - 582
Cc: Marmie Jr, Larry - 608
Sent: Sunday, February 21, 2016 2:45 PM
Subject: RE: Officer David Dowlen #1295

Mr. Brown,

Thank you for taking the time to provide feedback on one of our employees. Like Officer David Dowlen, I can truly attest through personal observation that every single one of our employees is dedicated to quality public safety and customer service. I will be sure to pass on a note of thanks to him for his work with your matter and positive representation of the women and men of SPD. Again, thank you for taking the time.

Very Respectively,

Ron Bayne #559, Commander

Scottsdale Police Department

Foothills, District 4

20363 N. Pima Road, Scottsdale AZ 85255

480-312-8803

rbayne@scottsdaleaz.gov

From: william brown [mailto:wmbbs-pp@msn.com]
Sent: Saturday, February 20, 2016 4:11 PM
To: Hanafin, Mike - 582 <mhanafin@Scottsdaleaz.Gov>
Cc: Bayne, Ron - 559 <RBayne@Scottsdaleaz.Gov>
Subject: Officer David Dowlen #1295

Sgt. Mike Hanafin:

While most citizens are apprehensive when a uniformed officer appears at their door, sadly, I have had that experience (SPD) too often precipitated by one or more mean-spirited members of Terravita.

This morning good fortune smiled upon me in the person of D. Dowlen #1295. After the perfunctory Call for Service niceties, Officer Dowlen listened with patient understanding, keen comprehension respecting the "rest of the story," was respectful, courteous and personally engaging, conduct and decorum appreciated by this targeted citizen whose prior experience included one or more off-putting "visits" by SPD District 3/District 4 patrol.

The good citizens of North Scottsdale, District 4's command and SPD are fortunate to have such a goodwill police ambassador, Officer D. Dowlen.

Please share my observation with Officer Dowlen's supervising lieutenant (02/10/2016 roll call) and David's District 4 peers.

With my appreciation,

William M. Brown

6751 East Amber Sun Drive

Scottsdale, Arizona 85266-7029

(480) 595-9131

wmbs-pp@msn.com

Exhibit D

william brown

From: "william brown" <wmbs-pp@msn.com>
To: <CHartnett@ewtaz.com>
Sent: Wednesday, September 27, 2017 5:05 PM
Attach: TCC, Inc.-CHD&B April 19, 2017 Demand Letter (Judgment).pdf; CV2017-013317 TCC v ARB 9-21-17.pdf; Terravita Litigation thru September 21, 2017.doc
Subject: EWTA Escrow No. 70437EW

Ms. Mary Catherine Hartnett

Empire West Title Agency

Cathy:

It was my pleasure, personal as well as professional, having the opportunity to speak with you this afternoon re the borrower's (TCC, Inc.) discreditable lawsuit filed last Thursday (*See* CV2017-013317 TCC v ARB 9-21-17, attached) relevant to EWTA's Escrow No. 70437EW flowing from Anita's lawful judgment filed against the borrower's real property ordered by Judge Warner for Anita's taxable costs in CV2016-091991 (dismissed upon our motion and a 8½ minute show cause hearing) relevant to 70427EW.

Thank you for your time, understanding and easy comprehension of the facts, as well as one or more hypotheticals, and your understanding our understanding the services provided by the title profession (FATCO/ORNTIC/Westcor)...you have a 33 year (Mizzou '84) advantage over the borrower.

Also attached, find TCC, Inc.'s first of three rather unfriendly demand letters (*See* TCC, Inc.-CHD&B April 19, 2017 Demand Letter (Judgment), attached) and Terravita's incredulous history of litigation thru September 21, 2017, CV2017-013317, (*See* Terravita Litigation thru September 21, 2017, attached).

The borrower's discreditable lawsuit filed Thursday last week will likely be relevant to any EWTA construction loan bringdown and the defendant exercising any of our legal rights respecting the August 8, 2016 lien (first position lien) as a consequence of the borrower's flawed judgment.

Your comments and/or questions are invited.

Bill

s/William M. Brown

11/25/2017

6751 East Amber Sun Drive

Scottsdale, Arizona 85266-7029

(480) 595-9131

wmbs-pp@msn.com

william brown

From: "william brown" <wmbs-pp@msn.com>
To: "william brown" <wmbs-pp@msn.com>
Sent: Saturday, November 25, 2017 9:54 AM
Attach: Records Request.email; RE_ Records Request.email; RE_ Records Request.email
Subject: Fw: Records Request

----- Original Message -----

From: william brown
To: jhryley@yahoo.com ; rlc401@cox.net ; rlw@fulcrumgroup.biz
Cc: Undisclosed.Recipients@cox.net
Sent: Tuesday, October 03, 2017 5:09 PM
Subject: Fw: Records Request

Does anyone believe Forbes, " This (Commitment for Title) is not a record of the Club and the Club does not have a copy."

7:43 AM this date, "**This is not a record of the Club and the Club does not have a copy.**" Forbes

10:10 AM this date, WMB to Catherine Hartnett, Empire West Title Agency's in-house counsel, "...**did EWTA provide a copy of the commitment to Terravita Country Club, Inc...?**"

10:38 AM this date, Hartnett to WMB, "**You already know the answers to all your questions.** We are regulated by Gramm-Leach-Bliley and Arizona's privacy statutes and we only respond to requests made by clients. If Terravita Country Club asks for documents related to their transaction, the same will be provided to them. However, I am not going to confirm to you that they have been sent – if and when they are."

1:56 PM this date, Forbes to ARB, "**Correction on my previous email. The Club now has a copy of the records requested.** The records will be available for examination or pick-up of copies beginning October 4, 2017 in the Administration office during normal business hours of 8am-5pm, Monday- Friday. In addition, if requested, the records can mailed to you."

'The Respondent and its agents are demonstrably instinctive liars and have been so for nearly twenty (20) years...the sworn testimony of Forbes and Wylie, Respondent's witnesses in 17F-H1716005-REL, defied credulity as has the testimony of other Respondent witnesses in other hearings before the OAH...Respondent's corporation's counsel's "arguments" were as equally incredulous as was his

witnesses' sworn testimony before Judge Moses-Thompson in 17F-H1716005-REL and 17F-H1717032-REL (Forbes).' (WMB July 31, 2017, Motion to Re-Open Record, 17FH1716005-REL WMB (prevailing party) vs. TCC, Inc.)

Too often in life and in commerce we are compelled to suffer fools and liars...I choose not to suffer liars.

TCC, Inc., its boards of directors, managers and lawyers are/have been populated with liars to the detriment and extreme risk to the corporation's all-too-silent members.

WMB

----- Original Message -----

From: [william brown](mailto:william.brown)

To: jhryley@yahoo.com ; rjc401@cox.net ; rlw@fulcrumgroup.biz

Sent: Tuesday, October 03, 2017 12:18 PM

Subject: Records Request

Does anyone believe Forbes, " This (Commitment for Title) is not a record of the Club and the Club does not have a copy."

Is Forbes the "ostensible" board of directors...making decisions (some more reckless than others) for the corporation in the board's name?

'Forbes' 10/03/2017 0743 hrs e-mail, "This is not a record of the Club and the Club does not have a copy," is incongruent with title/escrow's professional practices, is a "response" that defies credulity and gives rise to repeated statutory books and records (§ 33-1805) contested matters which has not found TCC, Inc. the prevailing party to date (3 with a 4th pending).' (See Contested Matters (72-19), attached)

Received: Oct 3, 2017 10:38 AM

Expires: Nov 2, 2017 10:38 AM

From: chartnett@ewtaz.com

To: wmbs-pp@msn.com

Cc:

Subject: RE: EWTA Escrow No. 70437EW

11/25/2017

Mr. Brown:

First, I respectfully request that you refrain from calling me "Mary Catherine Hartnett"

Second, the practices of Empire West Title Agency are not at issue in the matter between you (and your significant other) and your HOA. Please do not put us in the middle of your relationship.

You already know the answers to all your questions. We are regulated by Gramm-Leach-Bliley and Arizona's privacy statutes and we only respond to requests made by clients. If Terravita Country Club asks for documents related to their transaction, the same will be provided to them. However, I am not going to confirm to you that they have been sent – if and when they are.

I hope that you and the HOA can find an amicable resolution because you do have to live together! Good luck.

Best regards,

Catherine Hartnett

From: william brown [mailto:wmbs-pp@msn.com]
Sent: Tuesday, October 03, 2017 10:10 AM
To: Hartnett, M. Catherine
Subject: EWTA Escrow No. 70437EW

Ms. Mary Catherine Hartnett
Empire West Title Agency

Cathy:

With respect to Empire West Title Agency's escrows, is it EWTA's habit and practice to provide a copy of its Commitment for Title to the borrower and to the lender?

In your Escrow No, 7037EW, did EWTA provide a copy of the commitment to Terravita Country Club, Inc. (borrower) and to JPMorgan Chase Bank, NA (lender) whether by electronic mail, Regular U.S. Mail, delivery service, hand delivered or other?

Forbes' 10/03/2017 0743 hrs e-mail, "This is not a record of the Club and the Club does not have a copy," is incongruent with title/escrow's professional practices, is a "response" that defies credulity and gives rise to repeated statutory books and records (§ 33-1805) contested matters which has not found TCC, Inc. the prevailing party to date (3 with a 4th pending). (See Contested Matters (72-19), attached)

Please advise the date EWTA provided the Commitment for Title to TCC, Inc. (if previously provided) and, given TCC, Inc.'s e-mail this AM ("the Club does not have a copy"), please resend EWTA's report to TCC, Inc. and advise William M. Brown that EWTA has resent the report.

Thank you in advance.

Bill

s/William M. Brown

6751 East Amber Sun Drive

Scottsdale, Arizona 85266-7029

(480) 595-9131

wmbs-pp@msn.com

Via Electronic Mail

September 28, 2017

William H. Greig, Custodian of the Record
Terravita Country Club, Inc.
34034 N. 69th Way
Scottsdale, Arizona 85266

Re: Records Request

Custodian of the Record:

Pursuant to the Planned Community Statutes please provide the following association record for examination or, upon request, purchase of a copy:

Commitment for Title (title report), Empire West Title Agency, Escrow No. 70437EW

If my request is denied in whole or part, you are requested to justify all deletions by reference to specific exemption of the statutes. You are expected to release all segregable portions of otherwise exempt materials. I, of course, reserve the right to appeal your decision to withhold any requested information.



Anita R. Bell

ARB/dl
wmbs-pp@msn.com

B:/ARB/Terravita/TCC, Inc./Commitment for Title, EWTA 70437EW/LP/File

william brown

From: "Tom Forbes" <tomf@terravita.com>
To: "william brown" <wmbs-pp@msn.com>
Cc: "Bill Greig" <bill.tcc@cox.net>; "Cici Rausch" <cicir@terravita.com>
Sent: Tuesday, October 03, 2017 7:43 AM
Subject: RE: Records Request

Ms. Bell,

This is not a record of the Club and the Club does not have a copy.

TOM FORBES

General Manager

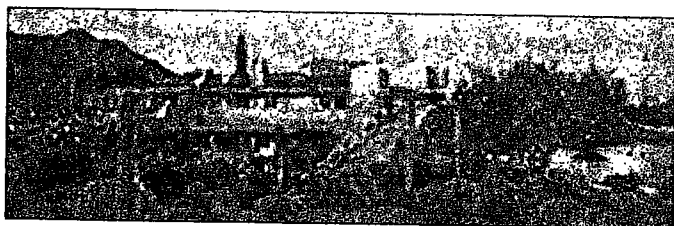
Terravita Country Club

34034 North 69th Way | Scottsdale, AZ 85266

Direct 480-437-9285 | Mobile 480-299-9311

www.terravita.com

tomf@terravita.com



From: william brown [mailto:wmbs-pp@msn.com]
Sent: Thursday, September 28, 2017 5:40 AM
To: bill.tcc@cox.net
Subject: Records Request

Commitment for Title, Empire West Title Agency, Escrow No. 70437EW

william brown

From: "Tom Forbes" <tomf@terravita.com>
To: "william brown" <wmbs-pp@msn.com>
Cc: "Bill Greig" <bill.tcc@cox.net>; "Cici Rausch" <cicir@terravita.com>
Sent: Tuesday, October 03, 2017 1:56 PM
Subject: RE: Records Request

Ms. Bell,

Correction on my previous email. The Club now has a copy of the records requested. The records will be available for examination or pick-up of copies beginning October 4, 2017 in the Administration office during normal business hours of 8am-5pm, Monday- Friday. In addition, if requested, the records can mailed to you.

TOM FORBES

General Manager

Terravita Country Club

34034 North 69th Way | Scottsdale, AZ 85266

Direct 480-437-9285 | Mobile 480-299-9311

www.terravita.com

tomf@terravita.com



From: Tom Forbes
Sent: Tuesday, October 3, 2017 7:44 AM
To: 'william brown' <wmbs-pp@msn.com>
Cc: Bill Greig <bill.tcc@cox.net>; Cici Rausch <cicir@terravita.com>
Subject: RE: Records Request

Ms. Bell,

This is not a record of the Club and the Club does not have a copy.

TOM FORBES

General Manager

Terravita Country Club

34034 North 69th Way | Scottsdale, AZ 85266

Direct 480-437-9285 | Mobile 480-299-9311

www.terravita.com

tomf@terravita.com



From: william brown [<mailto:wmbbs-pp@msn.com>]

Sent: Thursday, September 28, 2017 5:40 AM

To: bill.tcc@cox.net

Subject: Records Request

Commitment for Title, Empire West Title Agency, Escrow No. 70437EW

william brown

From: "william brown" <wmbs-pp@msn.com>
To: <CHartnett@ewtaz.com>
Cc: <pmarino@ewta.com>
Sent: Friday, October 20, 2017 8:33 PM
Attach: Cust 10-3-17 Instinctive Liars.email; Cust 10-4-17 Recds Req EWTA Communication 10-3.email; Cust TCC-Forbes 'response' to 10-4-17 lawful records request (E.pdf; Terravita Litigation thru September 21, 2017.doc
Subject: The Truth Would Be Refreshing / Instinctive Liars

Know Your Customer

Know the history and continuing propensity of Terravita and its boards of directors to knowingly and willfully ignore and/or violate the statutes, regulations, rules and codes of federal, state, county and municipal agencies, as well as their own governing documents.

Know that the truth of their conduct and activities is purposefully withheld from their members, from third-party "partners" in contract and those from which they seek special dispensation as well as those they expect to defend their conduct, notwithstanding the falsity of their statements and representations which other parties rely upon. The assumption of risk in commerce with ethically challenged partners is exacerbated by the falsity of others' material representations and affirmative statements which others believe to be true. (Terravita Litigation thru September 21, 2017)

Too often in life and in commerce we are made to suffer fools and liars...some of us will not suffer a liar or those that enable him/her.

Does anyone believe Forbes, " This (Commitment for Title) is not a record of the Club and the Club does not have a copy."

7:43 AM this date, "This is not a record of the Club and the Club does not have a copy." Forbes

10:10 AM this date, WMB to Catherine Hartnett, Empire West Title Agency's in-house counsel, "...did EWTA provide a copy of the commitment to Terravita Country Club, Inc...?"

11/25/2017

10:38 AM this date, Hartnett to WMB, "You already know the answers to all your questions. We are regulated by Gramm-Leach-Bliley and Arizona's privacy statutes and we only respond to requests made by clients. If Terravita Country Club asks for documents related to their transaction, the same will be provided to them. However, I am not going to confirm to you that they have been sent – if and when they are."

1:56 PM this date, Forbes to ARB, "Correction on my previous email. The Club now has a copy of the records requested. The records will be available for examination or pick-up of copies beginning October 4, 2017 in the Administration office during normal business hours of 8am-5pm, Monday- Friday. In addition, if requested, the records can mailed to you."

Was it simply serendipitous that TCC "placed a phone call to EWTA at 11:54 AM requesting a copy of the report (EWTA's Escrow No. 7037EW, Commitment for Title Insurance) [sic]," or did TCC omit the record of EWTA's communication sometime between 10:38 AM and 11:54AM?

'The Respondent and its agents are demonstrably instinctive liars and have been so for nearly twenty (20) years...the sworn testimony of Forbes and Wylie, Respondent's witnesses in 17F-H1716005-REL, defied credulity as has the testimony of other Respondent witnesses in other hearings before the OAH...Respondent's corporation's counsel's "arguments" were as equally incredulous as was his witnesses' sworn testimony before Judge Moses-Thompson in 17F-H1716005-REL, 17F-H1717032-REL (Forbes) and CV2017-055475.' (WMB July 31, 2017, Motion to Re-Open Record, 17FH1716005-REL WMB (prevailing party) vs. TCC, Inc.)

The truth would be refreshing.

william brown

From: "william brown" <wmbs-pp@msn.com>
To: <josh@carpenterhazlewood.com>
Sent: Wednesday, October 04, 2017 11:16 AM
Subject: Records Request

Via Electronic Mail

October 4, 2017

William H. Greig, Custodian of the Record

Terravita Country Club, Inc.

c/o Joshua M. Bolen

34034 N. 69th Way

Scottsdale, Arizona 85266

Re: Records Request

Custodian of the Record:

Pursuant to the Planned Community Statutes please provide the following association record for examination or, upon request, purchase of a copy:

Any communication whether electronic mail, New Zix secure email, letter, memorandum or notes of any conversation (telephonic, text, Tweet or other) with Empire West Title Agency, Ms. M. Catherine Hartnett or other EWTA employees/agents, re EWTA's Escrow No. 7037EW, Commitment for Title, affirmed by TCC, Inc.'s GM on October 3, 2017 at 7:43 AM, "This is not a record of the Club and the Club does not have a copy," and corrected by the GM at 1:56PM, "Correction on my previous email. The Club now has a copy of the records requested."

If my request is denied in whole or part, you are requested to justify all deletions by reference to specific exemption of the statutes. You are expected to release all segregable portions of otherwise exempt materials. I, of course, reserve the right to appeal your decision to withhold any requested information.

s/William M. Brown

WMB/dl

B:/WMB/Terraviva/TCC, Inc./Communications- EWTA 70437EW/LP/File

Exhibit E

william brown

From: "william brown" <wmbs-pp@msn.com>
To: "william brown" <wmbs-pp@msn.com>
Sent: Sunday, November 26, 2017 5:42 AM
Attach: CV2017-055475 (9-5-17) Verified Complaint-Contempt.pdf; CV17-475 Order To Appear - 12-2404.pdf; CV17-475 Appl Prov Remedy-Notice 10-2-17.pdf
Subject: Fw: Cv2017-055475 WMB vs. TCC, Inc., et al. (Contempt)

----- Original Message -----

From: DandONotice
To: wmbs-pp@msn.com
Sent: Friday, October 06, 2017 7:56 AM
Subject: FW: Cv2017-055475 WMB vs. TCC, Inc., et al. (Contempt)

Mr. Brown,

Be advised that you cannot submit a claim on behalf of the insured. Please forward all correspondence to the insured.

With Regards,

Betsaida Hernandez

IronServe CCSO

55 Water Street, 23rd Floor

New York, NY 10041

V: 212.898.4384 | F: 603.422.6970

Betsaida.Hernandez@LibertyIU.com

www.ironshore.com

 **IRONSERVE**

D&O and EPL Claims to - DandONotice@libertyiu.com

MPL Claims to - profiabclaims@libertyiu.com

Lawyer Claims to - Lawyerclaims@libertyiu.com

General Casualty Claims to - casclaims@libertyiu.com

william brown

From: "william brown" <wmbs-pp@msn.com>
To: "william brown" <wmbs-pp@msn.com>
Sent: Sunday, November 26, 2017 5:49 AM
Attach: CV2017-055475 (9-5-17) Verified Complaint-Contempt.pdf; CV17-475 Order To:Appear - 12-2404.pdf; CV17-475 Appl Prov Remedy-Notice 10-2-17.pdf
Subject: Fw: Terravita Country Club – and claimant is William Brown / FW: Cv2017-055475 WMB vs. TCC, Inc., et al. (Contempt)

----- Original Message -----

From: Mishoe-Brooker, Ayanna
To: wmbs-pp@msn.com
Sent: Wednesday, October 18, 2017 5:52 AM
Subject: FW: Terravita Country Club &€" and claimant is William Brown / FW: Cv2017-055475 WMB vs. TCC, Inc., et al. (Contempt)

Dear Mr. Brown:

Please be advised that you cannot forward information to Liberty directly as you are not an insured under the policy. Kindly forward such emails and documents to the Board and/or Property Manager. We trust that they will handle accordingly.

Best regards,

Ayanna Mishoe-Brooker, Esq.

Claims Officer, Management Liability

Ironshore, A Liberty Mutual Company

55 Water Street

New York, New York 10041

212-208-2833

Ayanna.mishoe-brooker@libertyiu.com

www.ironshore.com



william brown

From: "Mishoe-Brooker, Ayanna" <Ayanna.Mishoe-Brooker@LibertyIU.com>
To: "william brown" <wmbs-pp@msn.com>
Cc: <CMutchler@crcins.com>
Sent: Thursday, November 09, 2017 3:52 PM
Subject: RE: CV2017-055475 / WMB vs. TCC, Inc. (Contempt)

Dear Mr. Brown:

As previously advised, please note that Liberty cannot accept correspondence from you. It is our Insuredâ€™s responsibility to notify us of a claim. Please forward your email to their attention so that they can handle appropriately.

Liberty continues to reserve all rights under the policy and at law.

Best regards,

Ayanna Mishoe-Brooker, Esq.

Claims Officer, Management Liability

Ironshore, A Liberty Mutual Company

55 Water Street

New York, New York 10041

212-208-2833

Ayanna.mishoe-brooker@libertyiu.com

www.ironshore.com



From: william brown [mailto:wmbs-pp@msn.com]

Sent: Thursday, November 09, 2017 5:07 PM

To: emily.sacchetti@libertyiu.com
Cc: Todd.Weber@LibertyIU.com; CMutchler@crcins.com; Mishoe-Brooker, Ayanna <Ayanna.Mishoe-Brooker@LibertyIU.com>
Subject: Fw: CV2017-055475 / WMB vs. TCC, Inc. (Contempt)

Ms. Sacchetti:

The courtesy of your reply would be appreciated.

William M. Brown

----- Original Message -----

From: william brown
To: emily.sacchetti@libertyiu.com
Cc: Todd.Weber@LibertyIU.com ; CMutchler@crcins.com
Sent: Saturday, October 28, 2017 10:47 AM
Subject: CV2017-055475 / WMB vs. TCC, Inc. (Contempt)

Liberty Insurance Underwriters, Inc.

Policy No. DOCH217352-216

Terravita Country Club, Inc.

Ladies/Gentlemen:

Yesterday at a Status Conference hearing before the Hon. John R. Hannah, Jr., Maricopa County Superior Court,

11/26/2017

in the matter of William M. Brown vs. Terravita Country Club, Inc., CV2017-055475 (Order to Show Cause [Contempt]), the Court ordered Plaintiff to file a Supplemental Application detailing the records not provided by the Defendant, records provided to date by the Defendant and any reasons why the Defendant has not provided the records requested by Plaintiff on July 29, 2016. (See attached)

Many, in Terravita and outside Terravita, would agree that the Defendant and its agents are integrity challenged.

Liberty's (Ms. Sacchetti) November 19, 2014 reservation of rights letter, existence repeatedly denied by the Defendant (LIU's insured) for the past thirteen and one-half months, gives rise to a relevant question before the court, did Liberty, pursuant to its insuring agreement in the *Bianco* matter, have a duty to defend the claim and did it do so?

By return e-mail please advise if Liberty, pursuant to its rights and defenses under DOCH217352-216, accepted the *Bianco* claim, defended the claim, paid reasonable and necessary defense costs (to include attorneys' fees) or did Liberty decline the claim for reasons articulated in its November 19, 2014 reservation of rights letter?

Thank you in advance.

s/William M. Brown

6751 East Amber Sun Drive

Scottsdale, Arizona 85266-7029

(480) 595-9131

wmbs-pp@msn.com