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9 *Attorneys for Defendant*

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **MARICOPA COUNTY**

12 NORMAN ZWICKY,) NO. CV2015-051911
13)
14 Plaintiff,)
15) **NOTICE OF APPEAL**
16 v.)
17)
18 PREMIERE VACATION COLLECTION) (Assigned to the Honorable John Hannah)
19 OWNERS ASSOCIATION, f.k.a. Premiere)
20 Vacation Club, an Arizona nonprofit)
21 corporation,)
22)
23 Defendant.)
24)
25)
26)
27)
28)

29 **NOTICE IS GIVEN** that Defendant Premiere Vacation Collection Owners
30 Association (“PVCOA”) appeals to the Court of Appeals, Division One from the Judgment
31 entered by the Clerk on September 15, 2016 in favor of Plaintiff Norman Zwicky
32 (“Plaintiff”) (1) granting Plaintiff’s Motion for Summary Judgment and ordering the
33 production of specified documents to Plaintiff; (2) granting Plaintiff’s Motion for
34 Modification of Protective Order and Order to Disclose Owners List, permitting Plaintiff or
35 his attorneys to quote or refer to the information produced in connection with this litigation
36 in a complaint or other court filing in the proposed class action litigation, and requiring
37 Defendant to send a specified “Notice of Court Order” to Defendant’s members; (3) and
38

1 awarding Plaintiff his taxable costs in the amount of \$349.00, plus interest at the rate of
2 4.25% per annum (a true and correct copy is attached hereto as Exhibit "A").

3 DATED this 14th day of October, 2016.

4 **COPPERSMITH BROCKELMAN PLC**

5 By /s/ Katherine DeStefano
6 John E. DeWulf
7 Katherine DeStefano
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10 Attorneys for Defendant

11 ORIGINAL e-filed and a copy mailed
12 this 14th day of October, 2016, to:

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23 Co-Counsel for Plaintiff

24 By /s/ Verna Colwell

Exhibit A

9/15/16 FILED 9:22 a.m.
MICHAEL K. JEANES, Clerk
By W. Tenover
Deputy

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19 **THE SUPERIOR COURT OF THE STATE OF ARIZONA**
20 **IN AND FOR THE COUNTY OF MARICOPA**

21 NORMAN ZWICKY,

22 Plaintiff,

23 vs.

24 PREMIERE VACATION COLLECTION
25 OWNERS ASSOCIATION, f.k.a. Premiere
26 Vacation Club, an Arizona nonprofit
corporation,

Defendant.

Case No. CV2015-051911

FINAL JUDGMENT

(ASSIGNED TO THE HONORABLE
JOHN HANNAH)

Based on this Court's orders granting Plaintiff's Motion for Summary Judgment (and subsequent orders clarifying that order) and the Plaintiff's Motion for Modification of Protective Order and Order to Disclose Owners List, pursuant to A.R.S. sections 10-11602 and 33-2209 and the common law right of inspection,

1 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** Defendant Premier
2 Vacation Collection Owners Association (“the Association”) shall produce copies of the
3 following documents to Plaintiff through his counsel:

- 4 1. All Public Reports, timeshare plans, notifications of material change, or other
5 documents filed with the Arizona Department of Real Estate relating to the
6 Association.
- 7 2. All property management agreements between the Association and Diamond
8 Resorts International or affiliates (hereinafter, collectively, “DRI”), and any
9 amendments or modifications, and
- 10 a. Documents showing the management fees paid or owed to DRI by the
11 Association for the years 2012, 2013, 2014 and 2015.
- 12 b. Documents showing the precise nature, description and amount of any
13 “reimbursement of resort management and general and administrative
14 expenses” paid or owed to DRI by the Association for the years 2012, 2013,
15 2014 and 2015.
- 16 3. All property management agreements between DRI and each constituent Resort
17 (the “Resorts”) of the Association, and any amendments or modifications, and
- 18 a. Documents showing the management fees paid or owed to DRI by the Resorts
19 for the years 2012, 2013, 2014 and 2015.
- 20 b. Documents showing the precise nature, description and amount of any
21 “reimbursement of resort management and general and administrative
22 expenses” paid or owed to DRI by the Resorts for the years 2012, 2013, 2014
23 and 2015.
- 24 4. Profit and Loss statements (or similar) for the Resorts for the years 2012, 2013,
25 2014 and 2015, showing the revenues and expenses of the Resorts (whether or not
26

1 classified as common revenues or common expenses of the Resorts' owners
2 association).

3 5. Profit and Loss statements (or similar) for the owners association ("HOA") of the
4 Resorts for the years 2012, 2013, 2014 and 2015.

5 6. Annual budgets for the Association for the years 2012, 2013, 2014 and 2015.

6 7. Annual budgets for the HOA of the Resorts for the years 2012, 2013, 2014 and
7 2015.

8 8. All documents showing room occupancy totals (measured by room-days or any
9 similar measurement used by the Association or DRI) in the Resorts for the years
10 2012, 2013, 2014 and 2015 for each of the following categories:

11 a. Room rentals to the general public;

12 b. Room rentals to members of a DRI collection other than the Association;

13 c. Room rentals to non-DRI owners utilizing an "exchange" program such as
14 RCI;

15 d. Occupancy by Association members through the use of their "points."

16 e. Unoccupied/vacant units.

17 9. All documents showing annual room rental revenues of the Resorts for the years
18 2012, 2013, 2014 and 2015 for each of the following categories:

19 a. Room rentals to the general public;

20 b. Room rentals to members of a DRI collection other than the Association;

21 c. Room rentals to non-DRI owners utilizing an "exchange" program such as
22 RCI;

23 d. Occupancy by Association members through the use of their "points."

24 10. All documents relating to any sharing or allocation of any category or type of room
25 rental revenues between DRI and the Association, or between DRI and the Resorts
26

1 HOAs, and any agreements or other documents specifying the same.

2 11. All documents showing the annual room rental costs or expenses of the Resort for
3 the years 2012, 2013, 2014 and 2015, for each of the following categories:

- 4 a. Room rentals to the general public;
- 5 b. Room rentals to members of a DRI collection other than the Association
6 through the use of their “points”;
- 7 c. Room rentals to non-DRI owners utilizing an “exchange” program such as
8 RCI;
- 9 d. Occupancy by Association members through the use of their “points.”

10 12. All documents relating to any sharing or allocation of room rental costs and
11 expenses between DRI and the Association (or between DRI and the Resorts
12 HOAs), and any agreements or other documents specifying the same.

13 **IT IS FURTHER ORDERED** that the documents provided to Plaintiff shall not be
14 disclosed to any person other than Plaintiff’s attorneys, accountants, or other consultants, or
15 to persons similarly situated to Plaintiff that may in the future retain the services of
16 Plaintiff’s counsel, except that Plaintiff or his attorneys may quote or refer to the
17 information produced in connection with this litigation in a complaint or other court filing in
18 the proposed class action litigation.

19 **IT IS FURTHER ORDERED** the foregoing protective order shall remain in effect
20 until 60 days after the proposed class action lawsuit is filed in the District Court, and it shall
21 then expire.

22 Nothing in this order shall be construed as any attempt to limit the independent power
23 of the District Court to enter its own protective order upon appropriate motion in that court.
24 Further, either party may apply to the District Court for further modification of the
25 protective order prior to its expiration.

