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17 **SUPERIOR COURT OF ARIZONA**  
18 **MARICOPA COUNTY**

19 NORMAN ZWICKY, ) NO. CV2015-051911  
20 )  
21 Plaintiff, )  
22 ) **DEFENDANT’S REPLY IN SUPPORT**  
23 v. ) **OF MOTION REQUESTING THAT**  
24 ) **THE COURT PRESERVE**  
25 PREMIERE VACATION COLLECTION ) **CONFIDENTIAL DESIGNATION**  
26 OWNERS ASSOCIATION, f.k.a. Premiere ) **AND NATURE OF CERTAIN**  
27 Vacation Club, an Arizona nonprofit ) **DOCUMENTS**  
28 corporation, )  
29 ) (Assigned to the Honorable John Hannah)  
30 Defendant. )  
31 )  
32 )

33 The issue before this Court on remand is narrow: whether certain categories of  
34 documents are entitled to protection as confidential, proprietary, or trade secret information.  
35 This is – and always has been – a records inspection case, and Plaintiff now has had two  
36 years to inspect the records that he requested and that PVCOA produced. However,  
37 Plaintiff has since engaged in a pattern of overreaching and improper litigation tactics,  
38

1 including an attempt to circumvent the rules applicable to attorneys seeking to contact  
2 potential class members. Despite initially claiming that the sole objective in this case  
3 was to obtain records to determine, for himself, whether he had been improperly charged  
4 certain fees by PVCOA, Plaintiff has drastically expanded the issues in this case.  
5 Specifically, Plaintiff sought to remove the confidential designation over various  
6 financial, proprietary and trade secret protected documents that have been produced by  
7 PVCOA, in order to publish them in a threatened, but not yet filed, federal court class  
8 action. Plaintiff's current efforts are improper and should not be permitted.

### 9 **Introduction**

10 The documents at issue are confidential, proprietary, and trade secret information  
11 that deserve continued protection, which is why they have been designated as  
12 confidential by PVCOA. PVCOA has met its burden to show the confidential nature of  
13 these documents in the Motion and supporting documentation. The documents at issue  
14 have been submitted for the Court to review under seal. *See* Ex. 1. Plaintiff has failed to  
15 overcome this evidence or establish that his claimed need to make the documents  
16 available to the public outweighs the confidential nature of the documents, and wholly  
17 failed to address why this Court – as opposed to the court that might ultimately hear the  
18 merits of the threatened class action – has the authority to manage how such confidential  
19 documents should be treated in future litigation. Plaintiff's inflammatory allegations  
20 against PVCOA (and its manager, which is not a party to this action) are not grounds to  
21 strip the confidential designation from these documents. Based on the evidence and case  
22 law offered by PVCOA in its Motion and in this Reply, the Court should grant the  
23 Motion and continue the protective order as to the documents at issue.

24 As was clearly stated in the Motion (at 5), PVCOA is not seeking to prevent Plaintiff  
25 from inspecting the Confidential Documents.<sup>1</sup> PVCOA is also not seeking to prevent Plaintiff  
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27 <sup>1</sup> The defined terms used in this document shall have the same meaning as in the Motion.  
28

1 from using the information he claims supports a lawsuit against PVCOA.<sup>2</sup> Rather, PVCOA  
2 validly asserts that the Confidential Documents should not be made available to the public at  
3 large (and competitors of PVCOA) as they are confidential, proprietary and/or trade secrets.<sup>3</sup>  
4 Plaintiff argues that PVCOA's position necessarily precludes him from having access to or  
5 using the Confidential Documents. That is simply not true. Plaintiff also attempts to compel a  
6 favorable ruling from the Court by disparaging PVCOA through unproven and inaccurate  
7 allegations of wrongdoing – which will apparently be the basis of the threatened class action.  
8 While inflammatory, those allegations are wholly irrelevant to the issue before the Court, i.e.,  
9 whether the Confidential Documents should remain confidential and whether this Court has  
10 the authority to manage their use in anticipated collateral litigation in a different court. The  
11 issues before the Court at this time (and only those issues) are addressed below.

12 **I. This Court Does Not Have the Authority to Manage Discovery in Collateral**  
13 **Litigation that Has Not Yet Been Filed.**

14 In the Motion (at 13-15), PVCOA raised a key preliminary issue to this entire exercise,  
15 which is whether this Court has the power and jurisdiction to determine how the Confidential  
16 Documents should be treated in a separate action, to be subsequently filed in a different court,  
17 in support of unstated claims, and against still unidentified parties. In the Response, Plaintiff  
18 wholly failed to address this issue. Plaintiff's inflammatory allegations of fraud and breach of  
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20 <sup>2</sup> As argued in the Motion, PVCOA (without the benefit of Plaintiff's anticipated claims or  
21 complaint) does not believe that the need for public access to the documents outweighs the  
22 confidentiality concerns of PVCOA relating to the Confidential Documents. Thus, Plaintiff is  
23 not entitled to attach or quote from the Confidential Documents in public filings. However, this  
24 does not prevent Plaintiff from using the information that he has been provided as part of this  
25 records inspection case as long as the confidential nature of the documents is properly managed.

26 <sup>3</sup> Plaintiff argues (Resp. at 3-4) that this Court previously examined the confidentiality issue as it  
27 related to whether Plaintiff had a "proper purpose" in seeking to access PVCOA's records, but  
28 that analysis was entirely different than the current issue before the Court. Here, Plaintiff claims  
that he has the unfettered right to publish confidential information through a federal class action  
complaint, which is drastically different than having the right – as a member of PVCOA – to  
inspect the Confidential Documents.

1 fiduciary duty are irrelevant, because this Court is not presiding over any such claims and is  
2 not called upon to decide discovery disputes related to those claims.

3 In a stockholder inspection of books and records action decided under Delaware law,  
4 the court explained the distinction between what the court hearing the records inspection action  
5 is authorized to decide, and what remains for the court hearing subsequent litigation to decide.  
6 *Disney v. Walt Disney Co.*, 857 A.2d 444 (Del. Ch. 2004). In *Disney*, a stockholder filed an  
7 inspection of books and records action under Delaware law similar to the action Plaintiff filed  
8 here.<sup>4</sup> The requested documents were produced and some were designated as confidential  
9 pursuant to a protective order, as occurred here. The plaintiff had requested the documents for  
10 the purpose of investigating alleged mismanagement. The plaintiff then asked the court to  
11 remove the confidential designation so that the documents could be publicly disclosed in future  
12 litigation. In rejecting that approach, the court explained:

13 The court understands that there can be exigent circumstances (e.g., an active  
14 election contest) in which time constraints will not allow a stockholder to draft  
15 and file a complaint and then deal with issues of confidentiality in the ordinary  
16 course. In those limited circumstances, and upon a clear showing, this court will  
17 entertain extraordinary applications to remove “confidential” designations from  
18 documents produced as the result of a Section 220 proceeding. In other  
19 circumstances, however, a stockholder making a books and records demand can  
20 expect that documents designated as confidential pursuant to a reasonable  
21 confidentiality agreement will remain confidential unless the stockholder  
22 concludes that grounds exist to initiate litigation **and the court in which that  
proceeding is brought determines to include those documents in the public  
record.** By way of example, if, as he suggests, Mr. Disney believes that the  
documents he has received show that the Company's public disclosures are  
materially false and misleading, he is free to use those documents to draft a  
complaint setting forth such a claim. But he cannot use confidential information  
received for the proper purpose of investigating and seeking to remediate  
wrongdoing for the purpose of being a self-appointed publisher of the  
Company's proprietary information.

23 857 A.2d 444, 450 (emphasis added). In this case, there is nothing stopping Plaintiff from  
24 filing a complaint if he wishes to do so. The management of the Confidential Documents in  
25 future litigation should be decided “in the ordinary course,” not by this Court. The only

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26  
27 <sup>4</sup> Plaintiff has routinely cited to Delaware law on stockholder record requests as the basis for his  
“proper purpose” arguments regarding the right to obtain the records.

1 apparent reason Plaintiff has not yet filed a complaint is that he hopes to use this action to  
2 evade the rules generally applicable to discovery in federal class actions. This Court should  
3 decide the only issue before it on remand from the Court of Appeals: whether the Confidential  
4 Documents are in fact entitled to protection as confidential. This Court should leave the issue  
5 of whether the documents will remain confidential in any future proceeding in the hands of the  
6 Court in which that future proceeding is brought. This Court, as part of a records inspection  
7 case, should not determine how another court in a different action with still unidentified parties  
8 should manage the Confidential Documents. Plaintiff has not even attempted to refute this  
9 argument.

10 **II. Plaintiff Cannot Belatedly Contest the Sufficiency of the June 6, 2016 Production.**

11 Plaintiff repeatedly argues that the initial production of documents on June 6, 2016 was  
12 somehow insufficiently thorough (Resp. at 6, 8). He is two years too late to complain that the  
13 documents produced were insufficient. Plaintiff never objected or argued to this Court that  
14 PVCOA's production did not comply with the Court's May 6, 2016 order to produce  
15 documents. Plaintiff never raised that issue on appeal. Plaintiff has waived any objection to  
16 the sufficiency of the production, and cannot reopen the issue two years later. Moreover, if  
17 Plaintiff seeks more documents to use in his anticipated class action, he can do so by filing a  
18 complaint and then seeking discovery in the normal course. The court hearing that action  
19 would determine discovery disputes and the scope of confidentiality of documents produced in  
20 that action. The narrow purpose of this action has been served: Plaintiff now has the  
21 confidential information he sought regarding the financial affairs of PVCOA.

22 **III. Plaintiff Does Not Contest the Confidential Nature of Certain Confidential**  
23 **Documents.**

24 After the parties conferred as required by the Court, Plaintiff did not dispute the  
25 confidentiality designation of the Interval Assignment and Recovery Agreements  
26 (PVCOA00593-718) and the Occupancy and Revenue Report (PVCOA001206-51).  
27 Therefore, the Court should order that those documents are entitled to protection under a

1 comprehensive protective order. In addition, as explained in the Motion (at 5), the parties were  
2 unable to agree on the confidentiality of six categories of documents. PVCOA designated  
3 these documents as confidential following remand by the appellate court. *See* Ex. 2 (emails  
4 between counsel exchanging indices of documents designated and challenged). In the  
5 Response (at 7 n.7), Plaintiff points out that certain pages of the Budgets (PVCOA000834–75)  
6 were duplicated in the public reports filed with the Arizona Department of Real Estate  
7 (PVCOA000876-1205), which PVCOA did not designate as confidential. For that reason,  
8 PVCOA withdraws its request to maintain the confidentiality of those documents  
9 (PVCOA000834–75). However, the remaining five categories of documents are entitled to  
10 protection as confidential documents, for the reasons explained in the Motion.

11 In the Response, Plaintiff wholly failed to address the confidential nature of the Cost  
12 Description Document (PVCOA000589-92), the Fees Document (PVCOA000833), or the  
13 Assignment of Management Agreements (PVCOA001252-69). Thus, Plaintiff implicitly  
14 conceded that these documents are confidential, proprietary or trade secrets that should remain  
15 protected as confidential. Furthermore, Plaintiff has not rebutted the only evidence regarding  
16 these documents, which supports the finding that they are and should remain confidential. The  
17 Fees Document and Cost Description Document are internal records that specifically identify  
18 the manner in which PVCOA conducts its business and how PVCOA spends its money, and  
19 the Assignment of Management Agreements concerns how PVCOA conducts its business and  
20 the terms of its utilization of and payments to the manager. *See* Wheeler Dec. 6/6/18, ¶¶ 10,  
21 11. As such, and given that there is no evidence contradicting the confidential nature of these  
22 three documents, they should remain confidential. *See MacMillan v. Schwartz*, 226 Ariz. 584,  
23 591-92, 250 P.3d 1213, 1220-21 (Ct. App. 2011); *Ariz. Portland Cement Co. v. Ariz. State Tax*  
24 *Ct.*, 185 Ariz. 354, 357, 916 P.2d 1070, 1073 (Ct. App. 1995); Ariz. R. Civ. P. 26(c)(1)(G).

25 **III. The Remaining Categories of Documents Are Also Confidential.**

26 The remaining categories of documents not addressed above include the Financial  
27 Reports and the Management Agreements. In the Response (at 2-4), Plaintiff repeatedly  
28

1 claims that the members of PVCOA should not be prevented from inspecting such documents  
2 based on confidentiality and that the Court has already determined this issue. PVCOA agrees.  
3 However, Plaintiff then argues (at 5:7-11, 7:1-7, 10-12) that because certain documents are  
4 available to members of PVCOA that those documents should no longer be confidential as it  
5 relates to a public filing in the threatened subsequent action. PVCOA unequivocally disagrees  
6 with this position, and it is inconsistent with the relevant case law.

7 In an apparent effort to overcome PVCOA's presentation of evidence supporting the  
8 confidential nature of the Financial Reports, Plaintiff cites to the Second Amended and  
9 Restated Premiere Vacation Collection Membership Plan (the "Plan")<sup>5</sup> and states that "any  
10 Member" has the right to obtain certain financial documents. While PVCOA acknowledges  
11 that members of PVCOA, such as Plaintiff, may request copies of the financial statements  
12 identified therein, the Plan does not allow for non-members of PVCOA to obtain the same  
13 documents. Conversely, PVCOA established the basis for the confidential designation over  
14 the Financial Statements, *see* Wheeler Dec. 6/6/18, ¶ 9, but also confirmed that "while  
15 PVCOA would provide the Confidential Documents to its members, [PVCOA] can recall less  
16 than five (5) instances of PVCOA ever providing any of the Confidential Documents to a  
17 member and [PVCOA] is not aware of any instance where any of the Confidential Documents  
18 were provided to a non-member of PVCOA or to the public at large." *See* Wheeler Dec.  
19 6/6/18, ¶ 5. PVCOA further confirmed that even "when any of these documents were  
20 provided to a member of PVCOA there was an expectation that they would be maintained as  
21 confidential given their sensitive nature." *See id.* These facts warrant continued protection  
22 over these Confidential Documents.

23 The test of confidentiality regarding whether Plaintiff should be permitted to disclose  
24 the Confidential Documents to the public is not whether the documents are subject to  
25 disclosure to members of PVCOA. Such a position would be absurd. The question is whether

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26 \_\_\_\_\_  
27 <sup>5</sup> PVCOA objects to Plaintiff's use of "Exhibit A" to the Response as it appears to be an  
28 unauthenticated and incomplete copy of the Plan and may be inadmissible hearsay.

1 the private entity seeks to keep the documents confidential with respect to the public. Here, the  
2 Wheeler Declaration dated 6/6/18 makes clear that PVCOA has maintained and seeks to  
3 maintain the confidential nature of the documents – and Plaintiff offers no contradictory  
4 evidence. Indeed, under Plaintiff’s theory of confidentiality a private company could be  
5 required to turn over its private financial statements, just because those statements are provided  
6 to shareholders, over its objection. But that is not what the law allows. Rather, the internal  
7 records regarding how a company does business and how it spends money should be protected  
8 as confidential when the company seeks to maintain the confidential nature of such financial  
9 records. *See MacMillan*, 226 Ariz. at 591-92, 250 P.3d at 1220-21; *Ariz. Portland Cement*,  
10 185 Ariz. at 357, 916 P.2d at 1073. Plaintiff has not provided any legal authority to support his  
11 underlying assumption that PVCOA’s sharing of confidential financial documents with its own  
12 members somehow strips those documents of confidentiality as to the rest of the world.

13 Plaintiff speculates that PVCOA might be subject to statutory disclosure requirements  
14 applicable to putative timeshare sellers, and that such application documents submitted “in  
15 connection with an application for a Public Report and permission to sell timeshares” might be  
16 public records. *See* Response at 6-7 (citing A.R.S. §§ 32-2197.02(B)(16) & 32-  
17 2197.08(A)(6)). However, Plaintiff fails to present any evidence that PVCOA is actually  
18 subject to these statutes based on selling timeshares or otherwise applying for a Public Report.  
19 If PVCOA had been required to make such disclosures for the purpose of selling timeshares,  
20 then Plaintiff would have been able to make a public records request and obtain the  
21 Management Agreements. The fact that Plaintiff has evidently not done so and was not  
22 otherwise able to obtain the Confidential Documents outside of this records inspection case  
23 demonstrates that these documents are in fact confidential and not publicly available.

24 Plaintiff also argues (at 12-13) that PVCOA does not have standing to assert the  
25 confidentiality of these documents. But Plaintiff requested them from PVCOA in an action  
26 against PVCOA, and they were produced by PVCOA. Therefore, PVCOA necessarily has  
27 standing to request that the confidential documents it produced remain confidential.

1 For these reasons, Plaintiff has either implicitly conceded that the Confidential  
2 Documents are entitled to protection or failed to show that the remaining Confidential  
3 Documents are not in fact confidential through either evidence or legal authority.

4 **IV. There is No Fraud Exception to the Trade Secret Protection That Applies Here.**<sup>6</sup>

5 In the Response, Plaintiff – without citing a single case – claims that “it is generally  
6 recognized that the trade secret privilege cannot be used to cover up fraud or defeat justice.”  
7 (Resp. at 14.) In support of this premise, Plaintiff cites to a proposed federal evidence rule  
8 from 1972. However, Plaintiff’s reliance on the proposed rule is irrelevant to the issue before  
9 this Court. The “fraud” or “injustice” exception to the trade secret privilege in the proposed  
10 Rule 508 does not relate to whether a protective order should be in place to prevent the public  
11 disclosure of trade secrets. To the contrary, proposed Rule 508, as quoted by Plaintiff himself,  
12 envisions the use of protective orders where disclosure of trade secrets are ordered by the  
13 court. *See* Resp. at 14 (citing to the proposed Rule 508, which states that if “disclosure is  
14 directed, the court shall take such protective measures as the interest of the holder of the  
15 privilege and of the parties and the interests of justice require.”) Proposed Rule 508 and its  
16 progeny relates to the discoverability of trade secrets, not to whether trade secrets should be  
17 subject to unrestrained public disclosure. Plaintiff’s reliance on proposed Rule 508 and its  
18 guiding principles is entirely misplaced and irrelevant to the issues currently before this Court.

19 Indeed, case law in states that have enacted evidentiary statutes mirroring proposed  
20 Rule 508 make clear that it solely relates to discoverability of trade secrets. For example,  
21 Texas rules of evidence provide that “a party has a privilege to refuse to disclose its trade  
22 secrets ‘if the allowance of the privilege will not tend to conceal fraud or otherwise work  
23 injustice.” *In re Cont’l Gen. Tire, Inc.*, 979 S.W.2d 609, 610 (Tex. 1998) (quoting Tex. R.

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24 <sup>6</sup> Plaintiff also argues (at 10-12) that the trade secret privilege is inconsistent with fiduciary  
25 duties of an owners association. While Plaintiff’s argument on this issue is incomplete, it is  
26 irrelevant because PVCOA is not claiming that the confidential and trade secret documents  
27 should be kept from its members under the claim of the trade secret privilege. Rather, PVCOA  
28 is seeking to prevent the public dissemination of the Confidential Documents as they are  
confidential or trade secret documents that deserve continued protection.

1 Evid. 507). The Texas Supreme Court explained that if a party meets its burden to compel  
2 disclosure of trade secrets “the trial court should ordinarily compel disclosure of the  
3 information, subject to an appropriate protective order.” *Id.* at 613. Similarly, California also  
4 has enacted a qualified trade secret privilege mirroring proposed Rule 508. *See* Cal. Evid.  
5 Code § 1060. The California Court of Appeals explained that in considering the assertion of a  
6 trade secret privilege “the court must necessarily consider the protection afforded the holder of  
7 the privilege by a protective order as well as any less intrusive alternatives to disclosures  
8 proposed by the parties.” *Bridgestone/Firestone, Inc. v. Super. Ct. of Alameda Cty.*, 7 Cal.  
9 App. 4th 1384, 1393 (Cal. Ct. App. 1992). The issue currently before this Court is not whether  
10 the trade secrets contained within the Confidential Documents are discoverable in this  
11 litigation, because they were already produced. The question is whether they may be disclosed  
12 to the public. Proposed Rule 508, its progeny, and its guiding principles are irrelevant to the  
13 issues currently before this Court, and they do not undermine the confidential nature of the  
14 Confidential Documents or provide a basis to modify the existing protective order.

### 15 Conclusion

16 For the reasons stated herein, Defendant Premiere Vacation Collection Owners  
17 Association respectfully requests that the Court find that the Confidential Documents  
18 (including the Financial Reports (PVCOA000048-588; PVCOA001279-134); Cost  
19 Description Document (PVCOA000589-92); Interval Assignment and Recovery Agreements  
20 (PVCOA000593-718); Management Agreements (PVCOA000719-832; PVCOA001252-69);  
21 Fees Document (PVCOA000833); the Occupancy and Revenue Report (PVCOA001206-51);  
22 and Assignment of Management Agreements (PVCOA001252-1269)) are protected, enter a  
23 comprehensive protective order over the Confidential Documents, not permit Plaintiff to quote  
24 from, attach or otherwise disclose the Confidential Documents (or the contents thereof) as part  
25 of a publicly filed complaint or other public filing absent a separate court ruling from the court  
26 that will oversee the matter, award PVCOA its attorneys’ fees and costs incurred in filing this  
27 Motion, and grant all such other relief as the Court deems just and proper.

1 DATED this 15<sup>th</sup> day of June, 2018.

2 **COPPERSMITH BROCKELMAN PLC**

3 By /s/ Katherine Hyde

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5 Katherine Hyde  
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8 **BAKERHOSTETLER**

9 By: /s/ Brandon Crossland (Pro Hac Vice)

10 *Attorneys for Defendant*

11 **ORIGINAL** e-filed and **COPY** e-mailed and hand-delivered  
12 with Sealed Exhibits this 15<sup>th</sup> day of June, 2018, to:

13 The Honorable John Hannah  
14 Maricopa County Superior Court  
15 Northeast Court-G

16 Jon L. Phelps, Esq.  
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22 **COPY** Federal Expressed this 15<sup>th</sup> day of June, 2018, to:

23 Edward L. Barry, Esq.  
24 Law Office of Edward L. Barry  
25 2120 Company Street, Third Floor  
26 Christiansted, Virgin Islands 00820  
27 *Co-Counsel for Plaintiff*

28 /s/ Verna Colwell

**Exhibit 1  
Filed  
Under Seal**

**Exhibit 1  
FILED UNDER  
SEAL**

**Exhibit 2**

# **Exhibit 2**

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**From:** Fetzer, Jeff <JFetzer@bakerlaw.com>  
**Sent:** Thursday, May 03, 2018 2:10 PM  
**To:** jon@phelpsandmoore.com; ed@mcchainnissman.com  
**Cc:** Crossland, Brandon T.; John E. DeWulf; Dorn, Jean  
**Subject:** FW: Norman Zwicky vs Premiere Vacation Collection Owners Association  
**Attachments:** Logo; Chart of Documents Designated as Confidential.pdf

Counsel:

Attached please find an Index of the documents that Defendant has designated as "confidential" pursuant to the Order entered by the Court on April 19, 2018. Below you will find a link to our Firm's FTP site which will allow you access to the documents listed in the Index. Once you click the link below you will be prompted for a User Name which is listed below. You will also be asked for a password. I will be sending the password to your attention in a separate email shortly.

If you have any problems with accessing the FTP site, please give me a call.

---

**Your password will be sent in a separate email to protect your account privacy.**

Username: OVDLXLWBAC

EID: 605

**Download URL:**

<https://ftp.bakerlaw.com>

The login above will expire on 5/10/2018 12:00:00 AM

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## ***NORMAN ZWICKY vs. PREMIERE VACATION***

DOCUMENTS DESIGNATED CONFIDENTIAL BY  
PREMIERE VACATION PURSUANT TO COURT ORDER

<b>Date of Document</b>	<b>Beginning Bates No.</b>	<b>Ending Bates No</b>	<b>Marked Confidential</b>
	PVCOA000001	PVCOA000002	YES
	PVCOA000003		YES
	PVCOA000004		YES
	PVCOA000005		NO
	PVCOA000006	PVCOA000047	NO
12/31/2011	PVCOA000048	PVCOA000061	YES
12/31/2011	PVCOA000062	PVCOA000075	YES
12/31/2011	PVCOA000076	PVCOA000089	YES
12/31/2011	PVCOA000090	PVCOA000107	YES
12/31/2011	PVCOA000108	PVCOA000118	YES
12/31/2011	PVCOA000119	PVCOA000132	YES
12/31/2011	PVCOA000133	PVCOA000146	YES
12/31/2011	PVCOA000147	PVCOA000160	YES
12/31/2012	PVCOA000161	PVCOA000175	YES
12/31/2012	PVCOA000176	PVCOA000189	YES
12/31/2012	PVCOA000190	PVCOA000207	YES
12/31/2012	PVCOA000208	PVCOA000220	YES
12/31/2012	PVCOA000221	PVCOA000234	YES
12/31/2012	PVCOA000235	PVCOA000248	YES
12/31/2012	PVCOA000249	PVCOA000262	YES
12/31/2012	PVCOA000263	PVCOA000277	YES
3/28/2014	PVCOA000278	PVCOA000292	YES
3/28/2014	PCVOA000293	PVCOA000307	YES
3/28/2014	PVCOA000308	PVCOA000326	YES

## ***NORMAN ZWICKY vs. PREMIERE VACATION***

DOCUMENTS DESIGNATED CONFIDENTIAL BY  
PREMIERE VACATION PURSUANT TO COURT ORDER

<b>Date of Document</b>	<b>Beginning Bates No.</b>	<b>Ending Bates No</b>	<b>Marked Confidential</b>
3/28/2014	PVCOA000327	PVCOA000340	YES
3/28/2014	PVCOA000341	PVCOA000355	YES
3/28/2014	PVCOA000356	PVCOA000370	YES
3/28/2014	PVCOA000371	PVCOA000385	YES
3/28/2014	PVCOA000386	PVCOA000400	YES
12/31/2014	PVCOA000401	PVCOA000414	YES
12/31/2014	PVCOA000415	PVCOA000428	YES
12/31/2014	PVCOA000429	PVCOA000442	YES
12/31/2014	PVCOA000443	PVCOA000461	YES
12/31/2014	PVCOA000462	PVCOA000475	YES
12/31/2014	PVCOA000476	PVCOA000489	YES
12/31/2014	PVCOA000490	PVCOA000503	YES
12/31/2014	PVCOA000504	PVCOA000517	YES
12/31/2015	PVCOA000518	PVCOA000531	YES
12/31/2015	PVCOA000532	PVCOA000546	YES
12/31/2015	PVCOA000547	PVCOA000560	YES
12/31/2015	PVCOA000561	PVCOA000574	YES
12/31/2015	PVCOA000575	PVCOA000588	YES
	PVCOA000589	PVCOA000592	YES
	PVCOA000593	PVCOA000598	YES
	PVCOA000599	PVCOA000604	YES
	PVCOA000605	PVCOA000610	YES
	PCVOA000611	PVCOA000616	YES
	PVCOA000617	PVCOA000621	YES

## **NORMAN ZWICKY vs. PREMIERE VACATION**

DOCUMENTS DESIGNATED CONFIDENTIAL BY  
PREMIERE VACATION PURSUANT TO COURT ORDER

<b>Date of Document</b>	<b>Beginning Bates No.</b>	<b>Ending Bates No</b>	<b>Marked Confidential</b>
	PVCOA000622	PVCOA000627	YES
	PVCOA000628	PVCOA000633	YES
	PVCOA000634	PVCOA000639	YES
	PVCOA000640	PCVOA000645	YES
	PVCOA000646	PCVOA000651	YES
	PVCOA000652	PVCOA000657	YES
	PVCOA000658	PVCOA000663	YES
	PVCOA000664	PVCOA000669	YES
	PVCOA000670	PVCOA000675	YES
	PVCOA000676	PVCOA000682	YES
	PVCOA000683	PVCOA000688	YES
	PVCOA000689	PVCOA000694	YES
	PVCOA000695	PVCOA000700	YES
	PVCOA000701	PVCOA000706	YES
	PVCOA000707	PVCOA000712	YES
	PVCOA000713	PVCOA000718	YES
9/10/2001	PVCOA000719	PVCOA000734	YES
6/1/1992	PVCOA000735	PVCOA000758	YES
12/28/2000	PVCOA000759	PVCOA000773	YES
1/6/2008	PVCOA000774	PVCOA000782	YES
11/25/1997	PVCOA000783	PVCOA000795	YES
4/13/1995	PVCOA000796	PVCOA000809	YES
9/1/1994	PVCOA000810	PVCOA000820	YES
7/20/1995	PVCOA000821	PVCOA000832	YES

## ***NORMAN ZWICKY vs. PREMIERE VACATION***

DOCUMENTS DESIGNATED CONFIDENTIAL BY  
PREMIERE VACATION PURSUANT TO COURT ORDER

<b>Date of Document</b>	<b>Beginning Bates No.</b>	<b>Ending Bates No</b>	<b>Marked Confidential</b>
	PVCOA000833		YES
	PVCOA000834		YES
	PVCOA000835		YES
	PVCOA000836		YES
	PVCOA000837		YES
	PVCOA000838		YES
	PVCOA000839		YES
	PVCOA000840		YES
	PVCOA000841		YES
	PVCOA000842		YES
	PVCOA000843		YES
	PVCOA000844		YES
	PVCOA000845		YES
	PVCOA000846		YES
	PVCOA000847		YES
	PVCOA000848		YES
	PVCOA000849		YES
	PVCOA000850		YES
	PVCOA000851		YES
	PVCOA000852		YES
	PVCOA000853		YES
	PVCOA000854		YES
	PVCOA000855		YES
	PVCOA000856		YES

## **NORMAN ZWICKY vs. PREMIERE VACATION**

DOCUMENTS DESIGNATED CONFIDENTIAL BY  
PREMIERE VACATION PURSUANT TO COURT ORDER

<b>Date of Document</b>	<b>Beginning Bates No.</b>	<b>Ending Bates No</b>	<b>Marked Confidential</b>
8/12/2013	PVCOA000857	PVCOA000858	YES
8/22/2013	PVCOA000859	PVCOA000860	YES
8/12/2013	PVCOA000861	PVCOA000862	YES
8/22/2013	PVCOA000863	PVCOA000864	YES
	PVCOA000865		YES
8/12/2013	PVCOA000866	PVCOA000867	YES
	PVCOA000868		YES
	PVCOA000869		YES
	PVCOA000870		YES
	PVCOA000871		YES
	PVCOA000872		YES
	PVCOA000873		YES
	PVCOA000874		YES
	PVCOA000875		YES
12/31/2014	PVCOA000876	PVCOA000930	NO
9/12/2011	PVCOA000931	PVCOA000986	NO
1/23/2012	PVCOA000987	PVCOA001042	NO
1/3/2013	PVCOA001043	PVCOA001094	NO
12/20/2013	PVCOA001095	PVCOA001149	NO
3/7/2011	PVCOA001150	PVCOA001205	NO
7/4/1905	PVCOA001206	PVCOA001251	YES
8/31/2010	PVCOA001252	PVCOA001269	YES
12/31/2015	PVCOA001270	PVCOA001282	YES
12/31/2015	PVCOA001283	PVCOA001296	YES

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**From:** John E. DeWulf  
**Sent:** Monday, May 21, 2018 9:57 AM  
**To:** Verna Colwell  
**Subject:** FW: Zwicky  
**Attachments:** ZWICKY POSITION ON CONFIDENTIALITY-Chart.docx.pdf

**John E. DeWulf**  
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**From:** ed@mcchainlaw.com [mailto:ed@mcchainlaw.com] **On Behalf Of** Edward Barry  
**Sent:** Saturday, May 19, 2018 11:52 AM  
**To:** Crossland, Brandon T. <bcrossland@bakerlaw.com>; John E. DeWulf <JDeWulf@cblawyers.com>; Jon Phelps <jon@phelpsandmoore.com>  
**Subject:** Zwicky

Hi Brandon, John-

As it turns out, reviewing your documents was not quite as daunting a task as it initially appeared. Contrary to my initial impression, they were not compiled in a random or completely disorganized fashion.

In all events, here is a chart that should help in narrowing the issues.

Regards.

Ed B.

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## ZWICKY POSITION ON CONFIDENTIALITY

BATES NUMBERS	DESCRIPTION	CONFIDENTIALITY CLAIMED?	NEEDED BY PLAINTIFF?
1-4	Private owner v. DRI assessment breakdown	Yes	No
5	PVCOA 2015 Budget	No	Yes
6-47	Zwicky Contract Docs	No	Yes
48-588	Financial Reports of associations	Yes	Yes
589-592	Qualitative description of Property Manager Reimbursed Costs	Yes	Yes
593-718	Inventory Recovery Agreements	Yes	No
719-832	Management Agreements	Yes	Yes
833	Recap of Fees & Expenses	Yes	Yes
834-875	Budgets of associations	Yes	Yes
876-1205	Public Filings, AZ Dept Real Estate	No	Yes
1206-1251	Occupancy/Rental Breakdown	Yes	No
1252-1269	Collateral Assignment Property Management Agreements	Yes	Yes