

Bob Wilbur

From: "Gwyn Staton" <gwynstaton1@msn.com>
Date: Monday, February 17, 2014 12:33 PM
To: "Kurt S. Blankenship" <kblankenship@bluewilliams.com>; "chris hendrickson" <hendrickcj@gmail.com>; "Dustin Frederick" <dustin@local519.org>; "Fred Salmon" <pheffy@aol.com>; "Elsa Palmer" <suzy Palmer1@me.com>; <whshed@live.com>
Subject: FW: Judgment Clarification

On Monday, February 17, 2014 11:20 AM, gwynstaton1 <gwynstaton1@msn.com> wrote:
 That was our plan once a favorable board was elected, we would agree on a judgment/settlement.
 This was the strategy in our proposing the settlement. If we are not going to agree plaintiffs will have to proceed.

Sent from my Samsung smartphone on AT&T

----- Original message -----

From: Carol Del <caroldchina5@yahoo.com>
Date: 02/17/2014 9:57 AM (GMT-08:00)
To: Gwyn Staton <gwynstaton1@msn.com>
Cc: Bob Wilbur <bbwilbur@broadstripe.net>, Ed Delahanty <whshed@live.com>, "Kurt S. Blankenship" <kblankenship@bluewilliams.com>, Elsa Palmer <suzy Palmer1@me.com>, chris hendrickson <hendrickcj@gmail.com>, Fred Salmon <pheffy@aol.com>
Subject: Re: Judgment

Just a few utterly non-legal comments. Despite what you and I might like there are two incorrect statements in your e-mail.

"The parties were going to agree..." There was no discussion between the parties until this Saturday and there was no agreement with anyone. Just proposals - one from Bob W and a response from Kurt B and Ed D and the Board's attorney.

On Sunday, February 16, 2014 1:13 PM, Gwyn Staton <gwynstaton1@msn.com> wrote:
 Apparently there is more confusion. There is a stay in place. We have a preliminary injunction.
 The point is the parties were going to agree to a declaratory judgment and permanent injunction (a settlement) to resolve this case. The Board was going to tell its attorney to work it out with the plaintiffs.
 Please please call me/Bob if there are any questions re the proposed judgment or modifications you would like to add.

Gwyn Staton
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From: bbwilbur@frontier.com
To: kblankenship@bluewilliams.com; whshed@live.com; suzypalmer1@me.com
CC: caroldchina5@yahoo.com; dustin@local519.org; gwynstaton1@msn.com
Subject: Basic premise misunderstood?
Date: Sat, 15 Feb 2014 17:31:15 -0800

Hi Kurt,

Just talked with Ed and it appears (?) the basic premise underlying plaintiff's proposal (the two docs attached) was not understood. We were not suggesting that the judge would arrive at the conclusion, but rather that **plaintiff and defendant** (current board), after examining all the governing documents and Judge Hancock's TRO, **agree** on both the concurrence and declaratory documents and thereby petition the judge to effect. In essence we would be asking the judge to sign-off. That is, the judge says., "Okay, if the two parties agree, and it looks in order, so be it and signed.

We do believe, and AOIs and the deeds and the related documents of 1969/1970 stipulate that the pool be maintained and that failures to do so by prior boards and to enforce collection of fees, are errors of the past that require correction today. We do **not** think the bylaws, as subservient to the AOI and deeds, etc., can be modified to demolish the pool. And because maintenance **is** required by the AOI, it follows that assessments for maintenance are not vote-able, whereas, yes, enhancements would be.

The focus on the inept bylaws, without their proper attention and deference to the AOI and deeds, etc., is what has taken the Club to this point and caused such tremendous problems, and we cannot let this opportunity slip away. If we simply go back to a re-do of the Oct 2012 motion, all our efforts to fix the problems of the past go back into the cauldron, and the clarity offered by the judge is wasted. What we need to do is fix the problem which has basically been allowing a broken tail – the bylaws – to wag the dog.

What we proposed for the judge's declaratory is not inconsistent with the current bylaws and is consistent with the AOI and deeds, etc. I am not in the least interested, having invested this much energy, to simply have a rerun of 2012 as the product. That would just reopen all of us to the same old battles. So no, if it comes to that, I would not support more community disruption and discord and would have to back out entirely.

Thanks and hope this helps move this effort forward rather than backward,
Bob