

From: Peter Allan allan.pres.woha@gmail.com
Subject: Re: Simons lawsuit settlement
Date: September 5, 2024 at 8:41 AM
To: David Otto davidonthebeach@mac.com



Dave -

To respond to your email, there is great disagreement with it, and there will be no further response.

Peter

On Mon, Aug 19, 2024 at 11:49 AM Peter Allan <allan.pres.woha@gmail.com> wrote:
thanks. i'll review and reply

On Sun, Aug 18, 2024 at 8:50 PM David Otto <davidonthebeach@mac.com> wrote:

Hi Peter

I am writing to you today about the Simons lawsuit final decision (as per attached as "received May 15th Zimmerman) and the action files 6/11/2021 with proposed decision dated April 15th 2024).

What is the present status of our insurance coverage as "insured" and actively "uninsured"?

What does insurance not pay for in the existing settlements "now" This included David Sterling and the court decision showing we lost our lawsuit against the Simons. It is an embarrassment to read. I intend to make sure all members will get a copy to show what has happened and why the decisions were in favor of the Simons. I am doing this to make sure you do not move forward with any ideas of stalling a settlement by trying again in another court "with a jury" as was told to me last evening via a neighbor (not the Simons - who sent a letter which you are by now aware of).

It is time to settle the lawsuits Peter. asWhat more the David Sterling benign complaint will cost and who will pay for it (nobody knows If insurance will which makes it more likely we will be)

You need place our legal requirement as an association resolved. You have mismanaged the Davis Sterling requirements and from my own experience working with building management in Miami, the services are timely, and they need to be attended to are big fines are paid by homeowners. Since you have failed to avoid fines - it is time to hire an agency and step aside. By the way. They companies who also take care of litigation - and they represent all parties/home owners.

Our board in transition has not and is not doing that, instead you are representing a few people got us into this lawsuit in the first place, with not consensus from the overall association. I would like to see the original paperwork for the lawsuit along with the petition that got it started.. The partied involved, IMHO were not representing the interest of around 150 members.

Why is there no ongoing list of existing and possible expenses that are transparently presented to the homeowners? A "coverup" is surely suspect when basic bookkeeping does not itemize liabilities and present them broken down by category. Instead you put forth a single amount which has not indication of who was paid for what. I want to see a breakdown of all expenses relating to the law suit.

Insurance; you need too explain to the homeowners who are insurance company is, and what they cover now that changes have been made. Did I miss that? Who it it now after farmers? We do not know specifically what Farmers will pay in what I have seen? Please show me where it the accounting is?

Damages not to be paid by insurance that WOHHA will be responsible for - Pending now; damages paid by insurance “presently due” and “future due” Liabilities were mentioned for for Davis Sterling as settled payment (25K); but apparently there is a David Sterling pending litigation settlement and payment; and settling the lawsuits as per their court decisions is .. or is not covered by our insurance? We lost the lawsuit. Your attempt to reverse decision was not successful. What liabilities do we have presently not paid by insurance?

I am personally concerned that you would consider continuing the litigation with another try in San Francisco in the future as I heard this afternoon. If that is the case, I will tell you now that I am going to do my best to bring about a change in your intentions. Here are some of my thoughts.

The around 150 members of the homeowners association are entitled to a clear and easy to understand itemized accounting disclosure of the litigation expenses - and you are not entitled to arbitrarily decide to continue on another path after losing the present lawsuit for obvious reasons that anyone can determine by reading the result. I am dumbfounded by the testimony of your witnesses that

pertain to an agreement to work with the Simons on each phase of the solution agreed upon. You should be embarrassed and ashamed for your treatment of the Simons - and risking further liability expense for the association homeowners.

Specifically, after reviewing the above comments:

You informed me months ago that the insurance was cancelled in part or totally because of the litigation. You also wrote that the insurance will however continue to cover the cost of litigation until it is settled. Is this true or not. If not, then what:?

What if anything is not covered by insurance to date? In the 2023/2024 financial Statement, how much of the \$71,523 listed under Legal and Accounting was spent for the Simons lawsuit? Please break it down by item/category and date. We deserve to know how lawsuit expenses accumulated.

What are you considering for the future that is not or may not be covered by insurance? We deserve to know what expenses you have committed to regarding the lawsuit and settlement.

Are Davis Stirling alleged violations from "Simons vs the WOHA" being paid for by the homeowners Insurance company again as they did last time? If the insurance company is willing to pay for the WOHA legal fees, as you stated in the last minutes, then why doesn't the board accept that amount and hire a company that has the knowledge necessary to take

care of the rules we are presently breaking. Anyone in the association (and I hope soon all members) reading the court's decision can easily observe the stupidity of going forward with more of the same Peter.

This fiasco from one homeowner carrying around a petition started in 2016.. There was never consensus from the homeowners to go forward then, why would you consider risking our position again by not settling now and admitting it is time to end this litigation that should have been settled in 2016 (as it was offered by the Simons and now a very expensive court decision 8 years later)

Furthermore, the Simons, as the judgement states, did everything possible to confirm and conform with a settlement. White the board decided to put the meter in front of their bedroom window. May I put a box the same size in front of your bedroom window and take a picture of it for the other owners to see? Do you feel you can justify any fairness to us as home owners with your lawsuit lost already, to go forward with another one again? You need to but it to bed and allow the association to start healing from this fiasco.

Why didn't the Architectural Committee approve the two variance applications from the Simons this past year? There are other homeowners who have been given variances in the past. Let's sit down and compare all the variances given. Or, discuss some that were given

The board continues to discuss these issues in

The board continues to address these issues in "Executive Committee" closed door meetings including the option of hiring an outside management company. Can I say, having a condo in Miami Beach, with qualified management that understands the laws and oversight, that we have never had a problem with litigation. What makes any of you qualified to manage legal aspects of our organization considering what you have accomplished as of now?

I am asking now, what is it going to take for you to start representing all of the association member interests, instead of one single person who started this fiasco and your predecessors followed a path of aggressive behavior that got us nowhere. Why do you want to continue with the same attitude after 10 years of our lives already tainted by an unnecessary conflict that should have been resolved exactly as the judgment determined from the start.

Please consider putting an end to this litigation so we can all move forward in peace.

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