

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,

Plaintiff

v.

Case No. 35-2019-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.,

Defendant

**PLAINTIFF'S EMERGENCY MOTION OR EMERGENCY HEARING
REGARDING WITNESS TAMPERING;
AND MOTION TO DISQUALIFY ATTORNEY CHRISTINA BREDAHL GIERKE**

COMES NOW, William M. Windsor ("Windsor" or "Plaintiff") and files this Plaintiff's EMERGENCY MOTION OR EMERGENCY HEARING REGARDING WITNESS TAMPERING; AND MOTION TO DISQUALIFY ATTORNEY CHRISTINA BREDAHL GIERKE pursuant to the Court's inherent powers. Windsor shows the Court as follows:

FACTUAL BACKGROUND

1. On January 29, 2020, Windsor served Isabel Campbell with Notice of Deposition in this case. [EXHIBIT 2356.] The Deposition was scheduled for February 9, 2021. The Notice was served by email to Isabel Campbell and to the Defendant's Attorney, Christina Bredahl Gierke. [EXHIBIT 2370.]

2. On February 1, 2020, Windsor served Isabel Campbell with the Subpoenas Duce Tecum in this case. [EXHIBIT 2357.] The Subpoena COMMANDED Isabel Campbell to

appear on February 9, 2021. The Subpoena was served by email to Isabel Campbell and to the Defendant's Attorney, Christina Bredahl Gierke. [EXHIBIT 2371.] The Subpoena was also served to Isabel Campbell by personal delivery by process server to her residence at 100 East Oak Terrace Drive, Unit F 2, Leesburg, Florida 34748. [EXHIBIT 2355.]

3. On February 9, 2021, Isabel Campbell did not attend the Zoom Deposition. Windsor has a Zoom recording of her failure to appear at 9:00 a.m. Isabel Campbell had already failed to respond or produce the records requested in the Subpoena Duce Tecum.

4. On February 9, 2021, Windsor filed and served Motion for Civil Contempt and Enforcement in this case. It was served by email to Isabel Campbell and to the Defendant's Attorney, Christina Bredahl Gierke. [EXHIBIT 2358.]

5. On February 12, 2021, Windsor emailed Attorney Christina Bredahl Gierke. [EXHIBIT 2363.] Windsor informed her that he smelled something foul in Lake County courts, a smell that he had experienced 10 years ago in the extremely corrupt federal courts in Atlanta, Georgia. He asked if anyone had bribed Judge Dan R. Mosley or Judge James R. Baxley. Windsor asked how she could "continue to lie her posterior off about my Complaint in 1647 with this ridiculous claim of inspection of records? That's the kind of thing someone will say to a judge because they know the fix is in." She did not respond.

6. On February 13, 2021, Windsor sent an email to owners of Coach Houses, attorneys, and employees of Sentry Management. Omar Nuseibeh and Attorney Christina Bredahl Gierke received it. This informed all that Notices of Depositions were to follow in this case. The email explained that attendance at the deposition will be by court order and failure to appear could result in a court order of contempt. [EXHIBIT 2364.]

7. On February 13, 2021, Windsor filed and served Notice of Taking Oral Deposition of Omar Nuseibeh in Case No. 35-2019-CA-001528. [EXHIBIT 2362.] It was served on Omar Nuseibeh and Russell Klemm. Attorney Christina Bredahl Gierke is not now and never has been an attorney in Case No. 35-2019-CA-001528. Attorney Christina Bredahl Gierke was an attorney for Omar Nuseibeh in Case No. 35-2019-CA-001438, but that case was dismissed on February 10, 2021 following sham pleadings filed by Attorney Christina Bredahl Gierke. That case is now on appeal and complaints against Judge Dan R. Mosley have been filed. Windsor believes it is possible that Judge Dan R. Mosley was bribed to rule as he did. Attorney Christina Bredahl Gierke and her 509-attorney law firm, Cole Scott & Kissane, have just emerged as the leading suspect in this potential crime.

8. On February 15, 2021 at 9:47 a.m., Windsor received an email from Omar Nuseibeh. [EXHIBIT 2360.] Omar Nuseibeh obviously screwed up and didn't intend to send this email to Windsor. This email disclosed witness tampering by Attorney Christina Bredahl Gierke aka "Christie." Attorney Christina Bredahl Gierke does not represent Omar Nuseibeh in this case. She has obviously committed witness tampering.

9. On February 15, 2021 at 9:53 a.m., Windsor sent an email to Omar Nuseibeh so he would know Windsor received the email. Omar Nuseibeh is not the sharpest knife in the drawer. [EXHIBIT 2360.]

10. On February 15, 2021 at 10:01 a.m., Windsor sent an email to Attorney Christina Bredahl Gierke and her associates and to the attorneys with Clayton & McCulloh. [EXHIBIT 2366.]

11. On February 15, 2021 at 11:27 a.m., Windsor sent a "Meet and Confer" email to Attorney Christina Bredahl Gierke. [EXHIBIT 2367.] He advised her he would be filing an

EMERGENCY MOTION to have her disqualified in the case. Windsor suggested that she withdraw, but she did not respond.

ARGUMENT

CHRISTINA BREDAHL GIERKE HAS COMMITTED WITNESS TAMPERING

12. Windsor's requests for production are proper under Florida Rules of Civil Procedure.

13. Florida Statute 914.22 [EXHIBIT 2368]:

Tampering with or harassing a witness, victim, or informant; penalties.—

(1) **A person who knowingly** uses intimidation or physical force, or threatens another person, or attempts to do so, or **engages in misleading conduct toward another person**, or offers pecuniary benefit or gain to another person, **with intent to cause or induce any person to:**

(a) Withhold testimony, or withhold a record, document, or other object, from an official investigation or official proceeding;

(b) Alter, destroy, mutilate, or conceal an object with intent to impair the integrity or availability of the object for use in an official investigation or official proceeding;

(c) Evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official investigation or an official proceeding;

(d) Be absent from an official proceeding to which such person has been summoned by legal process;

(e) Hinder, delay, or prevent the communication to a law enforcement officer or judge of information relating to the commission or possible commission of an offense or a violation of a condition of probation, parole, or release pending a judicial proceeding; or

(f) Testify untruthfully in an official investigation or an official proceeding, commits the crime of tampering with a witness, victim, or informant. [emphasis added.]

14. This applies to Criminal Proceedings. There does not appear to be a civil statute regarding witness tampering, so this can be used as a guide for the Court to consider the serious nature of what Christina Bredahl Gierke (and possibly co-conspirators) have done.

15. Christina Bredahl Gierke has violated a host of the Rules in the Florida Rules of Professional Conduct.

- a. **RULE 4-1.2 (d) Criminal or Fraudulent Conduct.** A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows or reasonably should know is criminal or fraudulent. However, a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning, or application of the law.
- b. **RULE 4-3.4 FAIRNESS TO OPPOSING PARTY AND COUNSEL** A lawyer must not: (a) unlawfully obstruct another party's access to evidence or otherwise unlawfully alter, destroy, or conceal a document or other material that the lawyer knows or reasonably should know is relevant to a pending or a reasonably foreseeable proceeding; nor counsel or assist another person to do any such act; (b) fabricate evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness, except a lawyer may pay a witness reasonable expenses incurred by the witness in attending or testifying at proceedings; a reasonable, noncontingent fee for professional services of an expert witness; and reasonable compensation to a witness for the time spent preparing for, attending, or testifying at proceedings; (c) knowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists;
- c. **RULE 4-4. TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS**
RULE 4-4.1 TRUTHFULNESS IN STATEMENTS TO OTHERS In the course of representing a client a lawyer shall not knowingly: (a) make a false statement of material fact or law to a third person; or (b) fail to disclose a material

fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by rule 4-1.6.

16. There are undoubtedly others that address lying, witness tampering, and conspiracy.

17. Courts may not allow attorneys for the only Defendant in a case to contact people subpoenaed as witnesses in the case and tell them not to show up.

Violation of 18 U.S. Code § 1512

18. 18 U.S. Code § 1512 - Tampering with a witness, victim, or an informant:

(b)Whoever knowingly uses intimidation, threatens, or corruptly persuades another person, or attempts to do so, or **engages in misleading conduct toward another person, with intent to—**

(1) influence, delay, or prevent the testimony of any person in an official proceeding;

(2) cause or induce any person to—

(A) withhold testimony, or withhold a record, document, or other object, from an official proceeding;

(B) alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity or availability for use in an official proceeding;

(C) evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official proceeding; or

(D) be absent from an official proceeding to which such person has been summoned by legal process; [EXHIBIT 2369.]

19. Christina Bredahl Gierke has violated 18 U.S. Code § 1512 with Omar Nuseibeh.

20. Christina Bredahl Gierke has likely also violated 18 U.S. Code § 1512 with Isabel Campbell.

21. 18 U.S. Code § 1512 indicates the punishment is a fine or imprisonment for not more than 20 years, or both.

BRIBERY


22. Attorneys may not bribe judges.

23. This is something the State Attorney should investigate.

PRAYER FOR RELIEF

24. Wherefore, Windsor moves the Court for an order scheduling an EMERGENCY HEARING to consider this motion prior to any further consideration of the DEFENDANT'S Motion to Dismiss; ordering that if Judge Baxley is not available for an immediate hearing, this matter will be referred to another judge who can hear it; issuing an Order to Show Cause to Christina Bredahl Gierke to respond to charges she has committed witness tampering; issuing sanctions pursuant to Court's inherent powers; ordering Christina Bredahl Gierke to appear for a deposition with Windsor and produce all communication with anyone except the DEFENDANT without objections; ordering Christina Bredahl Gierke to produce all communication with the DEFENDANT with a Privilege Log to indicate what she claims is attorney-client privileged; ordering Christina Bredahl Gierke to have no further contact with any current or former owner of Coach Houses at Leesburg or anyone involved as a party or as an attorney in Case No. 2020-CA-1438; lifting the discovery stay ordered sua sponte on February 12, 2021; asking the State Attorney to investigate; and granting such other and further relief as is deemed just and proper.

This 15th day of January, 2021.

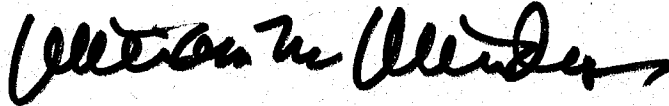


William M. Windsor
100 East Oak Terrace Drive, Unit B3
Leesburg, Florida 34748
352-577-9988
billwindsor1@outlook.com
bill@billwindsor.com

CERTIFICATE OF CONFERENCE

I hereby certify that I attempted to confer with Attorney Gierke, but she ceased communications when I told her I had learned about witness tampering.

This 15th day of January, 2021.



William M. Windsor

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing by Electronic Mail as follows:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

This 15th day of January, 2021.



William M. Windsor

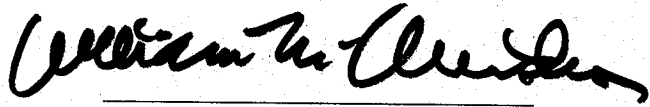
100 East Oak Terrace Drive, Unit B3
Leesburg, Florida 34748
352-577-9988
billwindsor1@outlook.com
bill@billwindsor.com

VERIFICATION

The facts alleged in the foregoing are true and correct based upon my personal knowledge, except as to the matters herein stated to be alleged on information and belief, and that as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

This 15th day of February, 2021,


William M. Windsor

EXHIBIT

2287

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

SUBPOENA DUCES TECUM FOR DEPOSITION

THE STATE OF FLORIDA:

TO: Isabel Campbell

YOU ARE COMMANDED to appear before a person authorized by law to take depositions via ZOOM.

The deposition will be held on February 9, 2021 at 9:00 a.m.. You will be testifying in this action, and you are to have with you at that time and place the documents on Exhibit A hereto.

You are subpoenaed to appear by William M. Windsor, and unless excused from this subpoena by William M. Windsor or the court, you must respond to this subpoena as directed.

DATE: 2/1/21

Shari Durham
DEPUTY CLERK

Name: Shari Durham



Party: William M. Windsor
Address: 100 East Oak Terrace Drive, Unit B3
Leesburg, Florida 34748
Phone: 352-805-7887
Email: billwindsor1@outlook.com

Any minor subpoenaed for testimony has the right to be accompanied by a parent or guardian at all times during the taking of testimony notwithstanding the invocation of the rule of sequestration of section 90.616, Florida Statutes, except on a showing that the presence of a parent or guardian is likely to have a material, negative impact on the credibility or accuracy of the minor's testimony, or that the interests of the parent or guardian are in actual or potential conflict with the interests of the minor.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact [identify applicable court personnel by name, address, and telephone number] at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

Isabel Campbell
isabelmcampbell@gmail.com

This 1st day of February, 2021.

William M. Windsor

EXHIBIT

A

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

**PLAINTIFF'S NOTICE OF TAKING ORAL DEPOSITION OF
ISABEL CAMPBELL BY ZOOM**

PLEASE TAKE NOTICE that the Plaintiff, WILLIAM M. WINDSOR, will take the
ZOOM deposition of:

NAME: Isabel Campbell

DATE AND TIME: February 9, 2021 9:00 a.m.

LOCATION: ZOOM, so wherever the named person can access a computer with a
microphone and camera.

This will be an oral examination before an officer duly authorized by law to take
depositions. The deposition is being taken for purposes of discovery, or use at trial, or for such
other purpose as is permitted under the applicable and governing Florida Rules of Civil
Procedure.

A subpoena duces tecum will be served on the person to be examined. The materials to
be produced under the subpoena are:

1. All documents relating or referring to, or evidencing, reflecting, or constituting
communication to WINDSOR.

2. All documents relating or referring to, or evidencing, reflecting, or constituting communication from WINDSOR.

3. All documents relating or referring to, or evidencing, reflecting, or constituting communication or information about WINDSOR.

4. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about ASSOCIATION.

5. All documents relating or referring to, or evidencing, reflecting, or constituting information about your purchase of a condo at Coach Houses. This should include your Deed.

6. All documents relating or referring to, or evidencing, reflecting, or constituting information about your membership in the ASSOCIATION. This should include the ARTICLES, BYLAWS, DECLARATION, and RULES that you received.

7. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any Defendant in this case.

8. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about C&M.

9. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about SENTRY.

10. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any current or past member of the ASSOCIATION.

11. All documents relating or referring to, or evidencing, reflecting, or constituting your drivers' license.

12. All documents relating or referring to, or evidencing, reflecting, or constituting your passport.

13. All documents relating or referring to, or evidencing, reflecting, or constituting licenses or permits for guns or weapons of any type.

14. Proof of election as an Officer of the ASSOCIATION.

15. Proof of election as a Director of the ASSOCIATION.

16. All communications on SENTRY's website for Directors and Officers of the ASSOCIATION.

17. All documents relating or referring to, or evidencing, reflecting, or constituting meetings or discussions by purported members of the Board of the ASSOCIATION.

18. All documents relating or referring to, or evidencing, reflecting, or constituting calendars showing meetings or discussions by purported members of the Board of the ASSOCIATION.

19. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums, associations, or legal work for condominiums or associations.

20. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint.

21. All documents relating or referring to, or evidencing, reflecting, or constituting communication with or about CLAYTON & MCCULLOH, NEAL McCULLOH, BRIAN HESS, or RUSSELL KLEMM.

22. All documents relating or referring to, or evidencing, reflecting, or constituting evidence that the BYLAWS of the ASSOCIATION were or were not amended on August 1, 2017.

23. All documents relating or referring to, or evidencing, reflecting, or constituting evidence that the amendment to the BYLAWS filed on January 15, 2019 is valid due to proof of amendment by the ASSOCIATION.

24. All documents relating or referring to, or evidencing, reflecting, or constituting communication or correspondence with Sedgwick by you or the ASSOCIATION, including that referenced in the first paragraph of EXHIBIT 2066.

25. All documents relating or referring to, or evidencing, reflecting, or constituting communication with anyone disputing anything stated by Sedgwick in the letter of October 29, 2020 attached as EXHIBIT 2066.

26. Contents from Correspondence Folder in CH referenced in EXHIBIT 2067 hereto.

27. Contents from Manager Notebook referenced in EXHIBIT 2067 hereto.

I. Definitions

As used in this Request for Production of Documents ("REQUEST"), the following terms mean:

(a) "You" or "your" -- The person(s) to whom this REQUEST is addressed and all other persons acting or purporting to act on said person's behalf.

(b) "Document" -- Includes, without limitation, writings, emails (whether printed or not), agreements, contracts, and printed matter of every kind and description; data stored on a computer hard disk or other memory card, photographs and drawings; notes and records of any oral communications; e-mails and recordings (tape, disc or other) of oral communications.

(c) "Person" or "persons" -- Any individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission or any other entity.

(d) "Communicate" or "communication" -- Includes every manner or means of disclosure, transfer, or exchange and every disclosure, transfer or exchange of information, whether orally or by documents or whether face-to-face or by telephone, mail, personal delivery or otherwise.

(e) "Or" -- Shall be construed either conjunctively or disjunctively to bring within the scope of this REQUEST any information which might otherwise be construed to be outside their scope.

(f) "Complaint" -- The Complaint filed in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida assigned Case No. 35-2019-CA-001647-AXXX-XX.

(g) "Windsor" -- a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(h) "Plaintiff" -- William M. Windsor, a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(i) "Association" -- COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(j) "Bylaws" -- Bylaws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(k) "Articles" or "Articles of Incorporation" -- Articles of Incorporation of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(l) "Declaration" -- Declaration of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(m) "RULES" -- RULES of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(n) (j) "OMAR" or "OMAR NUSEIBEH" an owner of the ASSOCIATION who has resided at 100 East Oak Terrace Drive Unit G4, Leesburg, Florida 34748.

(o) "VICKI" or "VICKI HEDRICK". She resides at 100 East Oak Terrace Drive Unit E3, Leesburg, Florida 34748.

(p) "KAREN" or "KAREN BOLLINGER". She resides at 100 East Oak Terrace Drive Unit A1, Leesburg, Florida 34748.

(q) "SHEHNEELA" or "SHEHNEELA ARSHI". She resides at 100 East Oak Terrace Drive Unit D2, Leesburg, Florida 34748.

(r) "MARTA" or "MARTA CARBAJO". She resides at 100 East Oak Terrace Drive Unit A4, Leesburg, Florida 34748.

(s) "HOWIE" or "HOWARD SOLOW". He resides at 100 East Oak Terrace Drive Unit B2, Leesburg, Florida 34748.

(t) "ISABEL" or "ISABEL CAMPBELL". She owns the condominium at 100 East Oak Terrace Drive Unit F2, Leesburg, Florida 34748.

(u) "SERGIO" or "SERGIO NAUMOFF". He resides at 100 East Oak Terrace Drive Unit F3, Leesburg, Florida 34748.

(v) "ED" or "ED BROOM, JR.". He resides at 100 East Oak Terrace Drive Unit B1, Leesburg, Florida 34748.

(w) "SUE" or "SUE YOKLEY". She resides at 100 East Oak Terrace Drive Unit C3, Leesburg, Florida 34748.

(x) "WENDY" or "WENDY KRAUSS". She resides at, 100 East Oak Terrace Drive Unit E4, Leesburg, Florida 34748.

(y) "SENTRY" or "SENTRY MANAGEMENT, INC." is the management company for the ASSOCIATION in Lake County, Florida.

(z) "CHARLIE ANN" or "CHARLIE ANN ALDRIDGE" is an employee or former employee of SENTRY.

(aa) "BRAD" or "BRAD POMP" is an employee of SENTRY.

(bb) "ART" or "ART SWANTON" is an employee or former employee of SENTRY.

(cc) "C&M" or "CLAYTON & McCULLOH, P.A." is the law firm representing the ASSOCIATION.

(dd) "HESS" or "BRIAN HESS" is an employee of C&M who is representing the ASSOCIATION.

(ee) "McCULLOH" or "NEAL McCULLOH" is an employee of C&M who is representing the ASSOCIATION.

(ff) "KLEMM" or "RUSSELL KLEMM" is an employee of C&M who is representing the ASSOCIATION.

(gg) "DBPR" or "FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION" is the state entity that manages condominium developments.

(hh) "MAHLON" or "RHANEY" or "MAHLON C. RHANEY" is an employee of DBPR.

(ii) "LEAH" or "SIMMS" or "LEAH SIMMS" is an employee of DBPR.

(jj) "DOES" are other owners of the ASSOCIATION who reside at 100 East Oak Terrace Drive, Leesburg, Florida 34748.

Dated in Leesburg, Florida this 29th day of January, 2021,

William M. Windsor

William M. Windsor

Pro Se

CERTIFICATE OF SERVICE

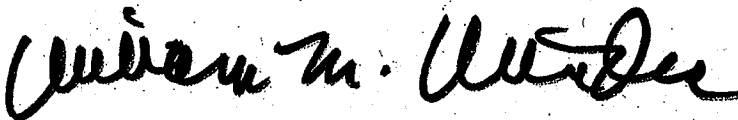
I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

Isabel Campbell
isabelmcampbell@gmail.com

This 29th day of January, 2021.



William M. Windsor

Exhibit 2066



101 Hudson Street, 35th Floor, Jersey City, New Jersey 07302

Via Certified Mail Return Receipt Requested and
Email: isabel.campbell.coachhouses@gmail.com

October 29, 2020

Coach Houses at Leesburg Condominium Association, Inc.
c/o Isabel Campbell
Sentry Management, Inc.
1928 Salk Avenue
Tavares, FL 32778

Insured	:	Coach Houses at Leesburg Condominium Association, Inc.
Claimant	:	William Windsor
Claim No.	:	ASCC-1213
Coverage	:	D&O – Condo/HOA
Policy No.	:	CIUCAP004076-04

Dear Ms. Campbell:

This letter supplements prior correspondence regarding the captioned matter. As you know, Aspen Specialty Insurance Company ("Aspen") has retained Sedgwick to manage this matter on its behalf. On September 10, 2020, we received an ACORD form of the same date along with a copy of a Complaint which was e-filed on September 4, 2020 in Lake County, FL and a First Amended Complaint, which was e-filed on September 8, 2020 in the Fifth Judicial Circuit Court for Lake County, FL and captioned *William M. Windsor v. Couch Houses at Leesburg Condominium Association, Inc.; Omar Nuseibeh; Vicki Henrick; Karen Bollinger; Shehneela Arshi; Isabel Campbell; Sergio Naumoff; Ed Broom, Jr.; Marta Carbajo; Sue Yokley; Wendy Krauss; Howard Solow; Sentry Management, Inc. Charlie Ann Aldridge; Art Swanton; Brad Pomp; Clayton & McCulloh, P.A.; Brian Hess; Neal McCulloh; Russel Klemm; Florida Department of Business and Professional Regulation; Mahlon C. Rhaney; Leah Simms; and Does 1-20*. These documents served to put us on notice of this matter.

Aspen provides Coach Houses at Leesburg Condominium Association (the "Insured"¹) with Condominium Directors, Officers and Employment Practices Liability Insurance under the above referenced policy number ("the Policy"). The Policy includes a Limit of Liability of \$1,000,000 per "claim" and in the maximum aggregate for all claims first made in the policy period, subject to a \$2,500 deductible per claim. Subject to its terms and conditions, the Policy covers "claims" first made during the Policy Period of June 24, 2020 to June 24, 2021.

¹ Words and phrases that appear in quotation marks have special meaning and such terms are defined in the Definition Sections of the Policy and shall be understood to have the meaning found therein.



101 Hudson Street, 35th Floor, Jersey City, New Jersey 07302

OUR INVESTIGATION:

It is our understanding, based on the information received to date, that William M. Windsor (the "claimant") is a unit owner within the "Insured" Association. Claimant states that the "Insured" Association consists of 32 condominium units and few common elements. He further states that the average price for a condo is \$70,000. Claimant further states that in 1984, monthly assessments were around \$27.06 for a three-bedroom unit. However, those assessments have been steadily rising. In 2017, assessments for a three bedroom were \$265.82 and in 2018 they increased to \$371.50. Claimant alleges that at a Board meeting on December 12, 2018, Board members Omar Nuseibeh, Vicki Henrick, and Karen Bollinger voted to increase the monthly assessment of a three-bedroom unit from \$371.50 to \$962.38. Claimant states that after this increase, he began investigating the Association in an attempt to expose any violations.

Claimant then alleges that through his investigations, he found that the "insured" failed to hold annual meetings and elections on the date established in the bylaws, therefore, no lawful election of directors or officers has occurred since 1982. As such, claimant alleges that none of the former or current Board Members were legally elected and therefore have no authority to make decisions on behalf of the Board and/or Association as a whole. He further alleges that the "Insured's" Property Management Company, Sentry, and their general counsel's office, Clayton & McCulloh have actively worked to support the alleged wrongdoing and maintain control to avoid malpractice claims against them. Claimant further alleges that in order to discredit him, former Board Member, Omar Nuseibeh told other unit owners that the claimant had threatened to kill board members and that he was a criminal and wanted for fraud. In August 2017, the allegedly fraudulent board members voted to amend the bylaws to change the date of the annual meeting, but claimant claims that no quorum existed to obtain the required number of votes needed to amend the bylaws. Claimant alleges he found over 180 issues and violations including improperly held elections, inadequate notice of meetings, improperly conducted meetings, failure to respond to requests for documents, and fraudulently representing that Board members had authority when they were not properly elected.

In the Amended Complaint, claimant alleges a number of causes of action including: (1) Breach of Fiduciary Duty; (2) Fraud; (3) Failure to Allow Inspection of Records; (4) Breach of Contract; (5) Breach of Contract – Failure to Keep Common Areas Clean; (6) Civil Conspiracy; (7) Declaratory Judgment; (8) Intentional Infliction of Emotional Distress. Claimant is also seeking punitive damages for intentional misconduct or gross negligence. Notably, upon review of claimant's initial Complaint and the First Amended Complaint the only difference that I could determine was in paragraph #46, claimant changed the name from "Klemm" to "Russel".

Furthermore, from review of the allegations, as well as our discussion with the "insured" we became aware that the claimant previously filed two additional complaints with the DBPR. The first complaint was filed on May 20, 2019 and captioned *William M. Windsor v. Coach Houses at Leesburg*



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Condominium Association, Inc. The second DPBR Complaint was filed on October 21, 2019 with the same caption and titled "Petition for Mandatory Non-Binding Arbitration Regarding Disputes Over Failure to Properly Conduct Elections; Failure to give Adequate Notice of Meetings and Other Actions; Failure to Properly Conduct Meeting; and Failure to Allow Inspection of Books and Records." From review of both DPBR Complaints, the allegations made in both DPBR Complaints arise from the same facts and circumstances as alleged in the Claimant's Initial and Amended Complaint.

RESERVATION OF RIGHTS:

As per Section I.1.a., the Policy covers an "Insured" for those sums that you become legally obligated to pay for "damages" that are in excess of the deductible shown in the Declarations and that arise out of any "claim" for "wrongful acts", including "Wrongful Employment Practices", that are first made during the policy period. Section I.1.b states that the Policy applies to "claims" that are first made against any Insured during the policy period or any Extended Reporting Period, and reported to Aspen during the policy period or during the thirty (30) days immediately following the policy period's expiration. Here, the September 4, 2020 Complaint would be considered a "claim" alleging a "wrongful act" against the "Insured" and that "claim" was made within the relevant Policy Period. **As such, potential coverage is available under the Policy for portions of the "claim", subject to the following reservation of rights.**

Next, we draw your attention to the definition of "Damages", which are defined in Section VII.4 of the Policy and include "monetary and non-monetary amounts to which this insurance applies and which the insured is legally obligated as to judgments, awards or settlements to which we have agreed in writing." "Damages" do not include "civil, criminal, administrative or other fines or penalties; or judgments or awards due to acts deemed uninsurable by law." Section VII.5 of the Policy states that "Defense expense" includes "payments allocated to a specific "claim" for investigation, settlement or defense, including fees of attorney and all other litigation expenses." "Defense expense" does not include salaries and expenses of our employees or your "employees". Aspen reserves all rights pursuant to the Policy's definition of "damages" and "defense expense" for this matter.

Next, section II.2.a defines an "Insured" as any current, past, or future duly elected or appointed directors, officers, or trustees. Here, claimant names Omar Nuseibeh, Vicki Hendrick, Karen Bollinger, Shehneela Arshi, Isabel Campbell, Sergio Naumoff, Ed Broom, Jr., Marta Carbajo, Sue Yokley, Wendy Krauss, and Howard Solow as defendants in this matter. It is our understanding that all of these named defendants are either current or former board members. As such, they would be considered "Insureds" as defined by section II.2 of the Policy. However, to the extent that any of these individuals are not current, past, or future duly elected or appointed officers, Aspen reserves all rights pursuant to the section II.2.a's definition of "insured". Furthermore, Section II.2.1., as amended by the Property Manager Entity Coverage Endorsement, expands the definition of an "Insured" to include the Property Manager, but only if they are acting within their duties on behalf of the "Insured". Here, claimant also names Sentry Management, Inc., Charlie Ann Aldridge, Art Swanton, and Brad Pomp as defendants to this lawsuit. It is our understanding that Sentry Management is the Property Management Company employed by the



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"Insureds" and that the other named defendants are current/former property managers. As such, they would also be considered "Insureds" as defined by Section II.2.i. However, to the extent that it is determined that any of these individuals were not acting within their duties on behalf of the "Insured", Aspen reserves all rights pursuant to The Property Manager Entity Coverage Endorsement. Finally, it is our further understanding that the remaining named defendants were either part of the general counsel's office or employed by the DBPR. As such, the remaining named defendants would not be considered "Insureds" and would not be covered under this Policy.

Next, Section I.3.a of the policy, as amended by the Continuity of Coverage Endorsement, states that the policy does not provide coverage for any "claims" that arise directly or indirectly from any (1) "wrongful act" which was subject to any demand, suit, or other proceeding that was initiated with an Insured's knowledge; or (2) facts and circumstances that would result in a reasonable person concluding that a "claim" would be made and which was known to the Insured, before the effective date of (a) the first coverage of this type that was issued to you provided that you have had continuous coverage of this type written for you from such date to the effective date of this policy; or (b) this policy, whichever comes first. Here, claimant mentions that he has been making complaints for years, which have been ignored. We also learned that prior to filing the at-issue Complaint, he had previously filed two Complaints with the Department of Business and Professional Regulation Division of Florida Condominiums, Timeshares and Mobile Homes. These DBPR Complaints were filed on May 20, 2019 and October 21, 2019. The "Insured's" current Policy Period is June 24, 2020 to June 24, 2021. These DBPR Complaints were filed prior to the current policy period and were not reported to Aspen. However, upon reviewing prior Aspen policies, we have determined that the "Insured" has maintained continuous Condominium Directors & Officers Insurance with Aspen Insurance since June 24, 2017. To the extent that it is determined that the "Insured" was aware of this "claim", or any facts and circumstance that could have given rise to the "claim" prior to the first continuous policy of this type, Aspen reserve all rights pursuant to Section I.3.a., as amended by the Continuity of Coverage Endorsement, including the right to deny coverage.

Next, Section 1.3.b. further states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any facts and circumstances which would cause a reasonable person to believe that they would result in a "claim" being made and which were known to any insured before the effective date of the first policy of this type that we issued to the "Insured" of which this policy was an uninterrupted renewal of this type of coverage or this policy, whichever is first. Here, again, claimant references a long history of complaints and previously filed two DBPR Complaints that we were not notified about. To the extent that these complaints could be considered a fact or circumstance that would cause a reasonable person to believe this "claim" would be made, and which were known to the "Insured" prior to the effective date of the first policy of this type, Aspen reserves all rights pursuant to Section I.3.b. of the Policy, including the right to deny coverage.

Next, Section I.3.d. of the Policy states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any liability under or breach of any oral, written, or implied contract or



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agreement, or any liability of others assumed by the Insured under any such contract or agreement. This exclusion, however, does not apply to: (1) Our duty to defend and pay any "defense expense" regarding such "Claim"; (2) The extent the Insured would have been liable if there was no such contract or agreement; or (3) The extent that the "Claim" is for "Wrongful Employment Practices". **Here, claimant alleges the "insured" breached their contract by failing to follow the Association's bylaws on holding meetings, elections, or allowing proper review of documents, etc. As such, all damages resulting from said breach of contract are not covered by the Policy. Aspen reserves all rights pursuant to Section 1.3.d of the Policy including the right to provide the "Insured" with a defense.**

Next, Section 1.3.g. of the Policy excludes coverage for any "claims" arising directly or indirectly from any dishonest, criminal or fraudulent acts that are committed by the insured or the willful failure, by the insured or others with the Insured's consent, to comply with any law, governmental or administrative order or regulation. For the purposes of this exclusion, willful means acting with intentional or reckless disregard for such laws, orders or regulations. However, this exclusion will not apply unless a judgment or other final adjudication adverse to the insured establishes a deliberately dishonest or fraudulent act or omission of intentional violation. **Here, the claimant alleges the defendants committed fraud by holding meetings and elections and making amendments to the Association's Declarations knowing they were not following the rules laid out in the "insured's" bylaws, and that the property managers knew and assisted with the deceptive practices. Therefore, should there be a judgment or other final adjudication which establishes a deliberately dishonest or fraudulent act or omission of intentional violation, no coverage will be provided. However, Aspen reserves its rights to provide the "Insured" with a defense until a final adjudication is made.**

Next, Section 1.3.f.1 of the Policy, states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any oral or written publication of material, if such material: (1) was published by or at the direction of the "Insured" with the "Insured" knowing the material was false. **Here, the claimant alleges the "insured" made defamatory statements about him by telling other owners that he made threats to kill board members and was convicted of fraud. To the extent that the "insured" made oral or written publications of materials knowing the material was false; Aspen reserves its rights under Section 1.3.f.1. of the Policy.**

Next, Section 1.3.c. of the Policy excludes coverage for any "claims" arising directly or indirectly from any "Wrongful act" committed with the insured knowing that it was wrongful. Here, claimant alleges the Board members held meetings and elections and made amendments to the Association's Declarations knowing they were not following the rules laid out in the "insured's" bylaws and that the property managers knew and assisted with the deceptive practices. **To the extent that "the insured" committed any of the wrongful acts alleged in the Complaint while knowing they were wrongful, Section 1.3.c of the Policy may operate to exclude coverage for this matter. Aspen reserves its rights in this regard.**

Next, section 1.3.h.2. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement", states that Aspen does not provide coverage for any "claims" arising directly or indirectly



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from any damage to or destruction of any tangible property, including the loss of its use, whether or not it is damaged or destroyed. Here, claimant alleges the "insured" failed to maintain common elements and that he had to expend his own money to pay to clean up dog feces and urine stains from the common area carpets. To the extent that the allegations arise directly and/or indirectly from claims of property damage, Aspen reserves all rights pursuant to Section 1.3.h.2. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement, including the right to deny coverage for this aspect of the claim.

Further, Section 1.3.h.1. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement" states that the Aspen Policy does not provide coverage for any "claims" arising directly or indirectly from any bodily injury, sickness, mental anguish, humiliation, emotional distress, disease or death of any person, false arrest or imprisonment, invasion of privacy, assault, or battery, except that this exclusion shall not apply to allegations of emotional distress or mental anguish arising out of a claim for "wrongful employment practices". Here, claimant asserts a cause of action for intentional infliction of emotional distress. Such damages are not covered by the Bodily Injury Exclusion Endorsement of the Policy. Aspen reserves all rights pursuant to Section 1.3.h.1. of the Policy, as amended by the Bodily Injury/Physical Damage Exclusion Endorsement, including the right to deny coverage for this aspect of the claim.

Next, we refer you to Section 1.2.a. of the Policy, as amended by the Increased Consent to Settle Clause Coverage Endorsement, which provides that we have the right and duty to defend "claims" against the insured seeking "damages" to which this insurance applies even if the allegations are false, fraudulent or groundless and to pay for related "defense expenses". However, when this insurance does not apply, then we have no duty to defend "claims" against the insured seeking "damages" or to pay any related "defense expenses". At our sole discretion, we have the right to investigate and settle any "claim". If we recommend a settlement and you refuse to consent thereto, our liability for such "claim" is limited to the amount in excess of the "retention" which we would have contributed to the settlement, the "defense expense" covered by this policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered loss, including "defense expense", incurred subsequent to such refusal and subject to the limit of insurance. In this regard, we have retained the below counsel:

Christina Bredahl Gierke
Cole Scott & Kissane, P.A.
Tower Place, Suite 400
1900 Summit Tower Boulevard
Orlando, Florida 32810
(321) 972-0025
Christina.Gierke@csklegal.com

Section 1.2.e of the Policy provides that the Insured agrees not to settle any "claim", incur any "defense expense", assume any contractual obligations or admit any liability with respect to any "claim"



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without Aspen's written consent, such consent not to be unreasonably withheld. Aspen shall not be liable for any admission of liability, "defense expense", assumed obligation or agreement to settle without Aspen's written prior consent. Thus, we ask that you limit discussions regarding this case to only those between you, Aspen, and your attorneys.

Furthermore, section V.10 of the Policy states that by accepting this policy, the "Insured" agrees: (a) The statements in the Declarations are accurate and complete; and (b) Those statements are based upon representations you made to us in your application for this insurance. That application, on file with the company, forms the basis of our obligations under this policy; and (c) As we have issued this policy in reliance upon your representations, this policy may be voided in the event of any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application. Here, under the "Loss History" section of the "Insured's" application, which asks if there were any claims, losses or occurrences that may give rise to a claim which occurred in the 5 years prior to the insurance renewal, the "Insured" checked the box that said "none", despite the DBPR Complaints that were filed by the claimant prior to the start of the most recent policy period. As such, Aspen reserves all rights with regard to section V.10 "Representations" of the Policy.

We suggest that the Insured, if you have not already done so, provide notice to any other insurer that may provide coverage for this matter, including any general liability or excess insurers. Please provide us with the contact information of any other insurer who has agreed to provide the Insured with coverage for this matter.

Pending any response to this correspondence, all rights as between Aspen and the Insured shall be deemed to be fully and mutually reserved under the Policy and at law. Nothing herein shall be construed to be a waiver of Aspen's rights. Please feel free to contact me with any questions or concerns. I look forward to working with you toward resolution of this matter.

Sincerely,

Andrea L. Friedel
Senior Manager, Professional Liability
Sedgwick
(646) 721-4442
Andrea.Friedel@sedgwick.com



101 Hudson Street, 35th Floor, Jersey City, New Jersey 07302

CC: *via email only*

Coastal Insurance Underwriters, claims@ciuins.com

Bryna Stiefel – Aspen Specialty Insurance Company, bryna.stiefel@aspen-insurance.com

Leslie Hanson - lhanson@bfinsgroup.com

Debra Zimmerman – dzimmerman@sentrymgt.com

Exhibit 2067

Archived: Wednesday, March 25, 2020 1:48:49 PM
From: Charlie Ann Aldridge
Sent: Friday, March 20, 2020 2:08:36 PM
To: Jennifer Myles
Cc: Katie Ciccotelli
Subject: FW: Manager's log
Response requested: No
Sensitivity: Normal

Please upload the email below, to the correspondence folder in CH, 003120.

Thank you.

Respectfully,

Click [here](#) for Sentry Management's office support team availability in response to COVID-19
Click [here](#) for the message from Brad Pomp, President-Sentry Management



Charlie Ann Aldridge, LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1928 Salk Ave.
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>
Sent: Wednesday, March 18, 2020 5:30 PM
To: Charlie Ann Aldridge <caldridge@sentrymgt.com>
Cc: Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>
Subject: Re: Manager's log

Charlie Ann: Thanks for updating your manager notebook with owners comments regarding my conversation with Edward.

I would like you to note in your entry that I expressed my disappointment to Edward regarding his service based on the condition of the grounds. I noted the encumbering tree near building A which was suppose to be taken care of weeks prior as well as the pruning of crepe myrtles (Edward informed me that his trailer was in the shop, I asked next time there is a delay I would appreciate an email so when I am approached by an owner regarding an issue, I am able to respond...he agreed), the empty plastic water bottles underneath bushes (he said he would have his crew pick them up), the scattered dead branches in the hedge beds (he said he would have his crew pick them up), the random cement scattered throughout the property which his crew mows over week in and week out (he said he did not know if he should pick them up), the numerous dead stumps left standing (he said he would take care of them), the continuous cutting of cable lines (he said he would tell his crew to be more careful and that the cable company should pay for that), and a few other items.

The sheer volume of items is due to the property not being walked through for a long time.

Please be advised on the 10th of this month I asked Edward to send a proposal for clean up work on two trees, clean up of all the scattered cement, and repair to the sunken and broken ground drains which are a liability to the association. I asked him if he did mulch which he replied he did. I also asked Edward to copy me on all emails between the two of you.

I have not received an email proposal.

Regards,
Isabel

On Wed, Mar 18, 2020 at 3:35 PM Isabel Campbell <isabel.campbell.coachhouses@gmail.com> wrote:

Charlie Ann: May I also provide information in the Manager's log?

Thanks,

Isabel

On Wed, Mar 18, 2020 at 3:33 PM Isabel Campbell <isabel.campbell.coachhouses@gmail.com> wrote:

Charlie Ann: You are right. I will read the entries...no need to duplicate.

Thanks,
Isabel

On Wed, Mar 18, 2020 at 3:11 PM Charlie Ann Aldridge <caldrige@sentrymgt.com> wrote:

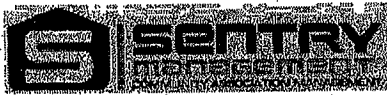
Isabel:

That is why we have the managers notebook. It is a communication tool that allows the BOD to see what is taking place re: your association, in real time, so that we do not have to duplicate communication.

I did receive another call re: that incident with the landscaper and they too advised that the landscaper had to ask you to calm down in order to have a civil conversation.

I just have not had the opportunity to update that entry.

Respectfully,



Charlie Ann Aldridge; LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1928 Salk Ave
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>

Sent: Wednesday, March 18, 2020 1:05 PM

To: Charlie Ann Aldridge <caldrige@sentrymgt.com>; Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardedbroomjr@outlook.com>

Subject: Manager's log

Charlie Ann: The next time you get a phone call from a homeowner stating I was yelling or being rude to someone, please relay such information to me. I do not need you to disclose who the individual is but I should be made aware of accusations against me which are being entered by you in our manager notebook.

Regards,
Isabel

EXHIBIT

2355

SUBJECT:

ISABEL

Campbell

Unit F2

Center Houses 101

BE 280000

Owner owned

EXHIBIT

2356

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

**PLAINTIFF'S NOTICE OF TAKING ORAL DEPOSITION OF
ISABEL CAMPBELL BY ZOOM**

PLEASE TAKE NOTICE that the Plaintiff, WILLIAM M. WINDSOR, will take the
ZOOM deposition of:

NAME: Isabel Campbell

DATE AND TIME: February 9, 2021 9:00 a.m.

LOCATION: ZOOM, so wherever the named person can access a computer with a
microphone and camera.

This will be an oral examination before an officer duly authorized by law to take
depositions. The deposition is being taken for purposes of discovery, or use at trial, or for such
other purpose as is permitted under the applicable and governing Florida Rules of Civil
Procedure.

A subpoena duces tecum will be served on the person to be examined. The materials to
be produced under the subpoena are:

1. All documents relating or referring to, or evidencing, reflecting, or constituting
communication to WINDSOR.

2. All documents relating or referring to, or evidencing, reflecting, or constituting communication from WINDSOR.

3. All documents relating or referring to, or evidencing, reflecting, or constituting communication or information about WINDSOR.

4. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about ASSOCIATION.

5. All documents relating or referring to, or evidencing, reflecting, or constituting information about your purchase of a condo at Coach Houses. This should include your Deed.

6. All documents relating or referring to, or evidencing, reflecting, or constituting information about your membership in the ASSOCIATION. This should include the ARTICLES, BYLAWS, DECLARATION, and RULES that you received.

7. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any Defendant in this case.

8. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about C&M.

9. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about SENTRY.

10. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any current or past member of the ASSOCIATION.

11. All documents relating or referring to, or evidencing, reflecting, or constituting your drivers' license.

12. All documents relating or referring to, or evidencing, reflecting, or constituting your passport.

13. All documents relating or referring to, or evidencing, reflecting, or constituting licenses or permits for guns or weapons of any type.
14. Proof of election as an Officer of the ASSOCIATION.
15. Proof of election as a Director of the ASSOCIATION.
16. All communications on SENTRY's website for Directors and Officers of the ASSOCIATION.
17. All documents relating or referring to, or evidencing, reflecting, or constituting meetings or discussions by purported members of the Board of the ASSOCIATION.
18. All documents relating or referring to, or evidencing, reflecting, or constituting calendars showing meetings or discussions by purported members of the Board of the ASSOCIATION.
19. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums, associations, or legal work for condominiums or associations.
20. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint.
21. All documents relating or referring to, or evidencing, reflecting, or constituting communication with or about CLAYTON & MCCULLOH, NEAL McCULLOH, BRIAN HESS, or RUSSELL KLEMM.
22. All documents relating or referring to, or evidencing, reflecting, or constituting evidence that the BYLAWS of the ASSOCIATION were or were not amended on August 1, 2017.

23. All documents relating or referring to, or evidencing, reflecting, or constituting evidence that the amendment to the BYLAWS filed on January 15, 2019 is valid due to proof of amendment by the ASSOCIATION.

24. All documents relating or referring to, or evidencing, reflecting, or constituting communication or correspondence with Sedgwick by you or the ASSOCIATION, including that referenced in the first paragraph of EXHIBIT 2066.

25. All documents relating or referring to, or evidencing, reflecting, or constituting communication with anyone disputing anything stated by Sedgwick in the letter of October 29, 2020 attached as EXHIBIT 2066.

26. Contents from Correspondence Folder in CH referenced in EXHIBIT 2067 hereto.

27. Contents from Manager Notebook referenced in EXHIBIT 2067 hereto.

I. Definitions

As used in this Request for Production of Documents ("REQUEST"), the following terms mean:

(a) "You" or "your" -- The person(s) to whom this REQUEST is addressed and all other persons acting or purporting to act on said person's behalf.

(b) "Document" -- Includes, without limitation, writings, emails (whether printed or not), agreements, contracts, and printed matter of every kind and description; data stored on a computer hard disk or other memory card, photographs and drawings; notes and records of any oral communications; e-mails and recordings (tape, disc or other) of oral communications.

(c) "Person" or "persons" -- Any individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission or any other entity.

(d) "Communicate" or "communication" -- Includes every manner or means of disclosure, transfer, or exchange and every disclosure, transfer or exchange of information, whether orally or by documents or whether face-to-face or by telephone, mail, personal delivery or otherwise.

(e) "Or" -- Shall be construed either conjunctively or disjunctively to bring within the scope of this REQUEST any information which might otherwise be construed to be outside their scope.

(f) "Complaint" -- The Complaint filed in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida assigned Case No. 35-2019-CA-001647-AXXX-XX.

(g) "Windsor" -- a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(h) "Plaintiff" -- William M. Windsor, a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(i) "Association" -- COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(j) "Bylaws" -- Bylaws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(k) "Articles" or "Articles of Incorporation" -- Articles of Incorporation of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(l) "Declaration" -- Declaration of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(m) "RULES" -- RULES of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

- (n) (j) "OMAR" or "OMAR NUSEIBEH" an owner of the ASSOCIATION who has resided at 100 East Oak Terrace Drive Unit G4, Leesburg, Florida 34748.
- (o) "VICKI" or "VICKI HEDRICK". She resides at 100 East Oak Terrace Drive Unit E3, Leesburg, Florida 34748.
- (p) "KAREN" or "KAREN BOLLINGER". She resides at 100 East Oak Terrace Drive Unit A1, Leesburg, Florida 34748.
- (q) "SHEHNEELA" or "SHEHNEELA ARSHI". She resides at 100 East Oak Terrace Drive Unit D2, Leesburg, Florida 34748.
- (r) "MARTA" or "MARTA CARBAJO". She resides at 100 East Oak Terrace Drive Unit A4, Leesburg, Florida 34748.
- (s) "HOWIE" or "HOWARD SOLOW". He resides at 100 East Oak Terrace Drive Unit B2, Leesburg, Florida 34748.
- (t) "ISABEL" or "ISABEL CAMPBELL". She owns the condominium at 100 East Oak Terrace Drive Unit F2, Leesburg, Florida 34748.
- (u) "SERGIO" or "SERGIO NAUMOFF". He resides at 100 East Oak Terrace Drive Unit F3, Leesburg, Florida 34748.
- (v) "ED" or "ED BROOM, JR.". He resides at 100 East Oak Terrace Drive Unit B1, Leesburg, Florida 34748.
- (w) "SUE" or "SUE YOKLEY". She resides at 100 East Oak Terrace Drive Unit C3, Leesburg, Florida 34748.
- (x) "WENDY" or "WENDY KRAUSS". She resides at, 100 East Oak Terrace Drive Unit E4, Leesburg, Florida 34748.

(y) "SENTRY" or "SENTRY MANAGEMENT, INC." is the management company for the ASSOCIATION in Lake County, Florida.

(z) "CHARLIE ANN" or "CHARLIE ANN ALDRIDGE" is an employee or former employee of SENTRY.

(aa) "BRAD" or "BRAD POMP" is an employee of SENTRY.

(bb) "ART" or "ART SWANTON" is an employee or former employee of SENTRY.

(cc) "C&M" or "CLAYTON & McCULLOH, P.A." is the law firm representing the ASSOCIATION.

(dd) "HESS" or "BRIAN HESS" is an employee of C&M who is representing the ASSOCIATION.

(ee) "McCULLOH" or "NEAL McCULLOH" is an employee of C&M who is representing the ASSOCIATION.

(ff) "KLEMM" or "RUSSELL KLEMM" is an employee of C&M who is representing the ASSOCIATION.

(gg) "DBPR" or "FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION" is the state entity that manages condominium developments.

(hh) "MAHLON" or "RHANEY" or "MAHLON C. RHANEY" is an employee of DBPR.

(ii) "LEAH" or "SIMMS" or "LEAH SIMMS" is an employee of DBPR.

(jj) "DOES" are other owners of the ASSOCIATION who reside at 100 East Oak Terrace Drive, Leesburg, Florida 34748.

Dated in Leesburg, Florida this 29th day of January, 2021,

William M. Windsor

William M. Windsor

Pro Se

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

Isabel Campbell
isabelmcampbell@gmail.com

This 29th day of January, 2021.



William M. Windsor

Exhibit

2066



101 Hudson Street, 35th Floor, Jersey City, New Jersey 07302

Via Certified Mail Return Receipt Requested and
Email: isabel.campbell.coachhouses@gmail.com

October 29, 2020

Coach Houses at Leesburg Condominium Association, Inc.
c/o Isabel Campbell
Sentry Management, Inc.
1928 Salk Avenue
Tavares, FL 32778

Insured	:	Coach Houses at Leesburg Condominium Association, Inc.
Claimant	:	William Windsor
Claim No.	:	ASCC-1213
Coverage	:	D&O -- Condo/HOA
Policy No.	:	CIUCAP004076-04

Dear Ms. Campbell:

This letter supplements prior correspondence regarding the captioned matter. As you know, Aspen Specialty Insurance Company ("Aspen") has retained Sedgwick to manage this matter on its behalf. On September 10, 2020, we received an ACORD form of the same date along with a copy of a Complaint which was e-filed on September 4, 2020 in Lake County, FL and a First Amended Complaint, which was e-filed on September 8, 2020 in the Fifth Judicial Circuit Court for Lake County, FL and captioned *William M. Windsor v. Couch Houses at Leesburg Condominium Association, Inc.; Omar Nuseibeh; Vicki Henrick; Karen Bollinger; Shehneela Arshi; Isabel Campbell; Sergio Naumoff; Ed Broom, Jr.; Marta Carbajo; Sue Yokley; Wendy Krauss; Howard Solow; Sentry Management, Inc. Charlie Ann Aldridge; Art Swanton; Brad Pomp; Clayton & McCulloh, P.A.; Brian Hess; Neal McCulloh; Russel Klemm; Florida Department of Business and Professional Regulation; Mahlon C. Rhaney; Leah Simms; and Does 1-20*. These documents served to put us on notice of this matter.

Aspen provides Coach Houses at Leesburg Condominium Association (the "Insured"¹) with Condominium Directors, Officers and Employment Practices Liability Insurance under the above referenced policy number ("the Policy"). The Policy includes a Limit of Liability of \$1,000,000 per "claim" and in the maximum aggregate for all claims first made in the policy period, subject to a \$2,500 deductible per claim. Subject to its terms and conditions, the Policy covers "claims" first made during the Policy Period of June 24, 2020 to June 24, 2021.

¹ Words and phrases that appear in quotation marks have special meaning and such terms are defined in the Definition Sections of the Policy and shall be understood to have the meaning found therein.



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OUR INVESTIGATION:

It is our understanding, based on the information received to date, that William M. Windsor (the "claimant") is a unit owner within the "Insured" Association. Claimant states that the "Insured" Association consists of 32 condominium units and few common elements. He further states that the average price for a condo is \$70,000. Claimant further states that in 1984, monthly assessments were around \$27.06 for a three-bedroom unit. However, those assessments have been steadily rising. In 2017, assessments for a three bedroom were \$265.82 and in 2018 they increased to \$371.50. Claimant alleges that at a Board meeting on December 12, 2018, Board members Omar Nuseibeh, Vicki Henrick, and Karen Bollinger voted to increase the monthly assessment of a three-bedroom unit from \$371.50 to \$962.38. Claimant states that after this increase, he began investigating the Association in an attempt to expose any violations.

Claimant then alleges that through his investigations, he found that the "insured" failed to hold annual meetings and elections on the date established in the bylaws, therefore, no lawful election of directors or officers has occurred since 1982. As such, claimant alleges that none of the former or current Board Members were legally elected and therefore have no authority to make decisions on behalf of the Board and/or Association as a whole. He further alleges that the "Insured's" Property Management Company, Sentry, and their general counsel's office, Clayton & McCulloh have actively worked to support the alleged wrongdoing and maintain control to avoid malpractice claims against them. Claimant further alleges that in order to discredit him, former Board Member, Omar Nuseibeh told other unit owners that the claimant had threatened to kill board members and that he was a criminal and wanted for fraud. In August 2017, the allegedly fraudulent board members voted to amend the bylaws to change the date of the annual meeting, but claimant claims that no quorum existed to obtain the required number of votes needed to amend the bylaws. Claimant alleges he found over 180 issues and violations including improperly held elections, inadequate notice of meetings, improperly conducted meetings, failure to respond to requests to for documents, and fraudulently representing that Board members had authority when they were not properly elected.

In the Amended Complaint, claimant alleges a number of causes of action including: (1) Breach of Fiduciary Duty; (2) Fraud; (3) Failure to Allow Inspection of Records; (4) Breach of Contract; (5) Breach of Contract – Failure to Keep Common Areas Clean; (6) Civil Conspiracy; (7) Declaratory Judgment; (8) Intentional Infliction of Emotional Distress. Claimant is also seeking punitive damages for intentional misconduct or gross negligence. Notably, upon review of claimant's initial Complaint and the First Amended Complaint the only difference that I could determine was in paragraph #46, claimant changed the name from "Klemm" to "Russel".

Furthermore, from review of the allegations, as well as our discussion with the "Insured" we became aware that the claimant previously filed two additional complaints with the DBPR. The first complaint was filed on May 20, 2019 and captioned *William M. Windsor v. Coach Houses at Leesburg*



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Condominium Association, Inc. The second DPBR Complaint was filed on October 21, 2019 with the same caption and titled "Petition for Mandatory Non-Binding Arbitration Regarding Disputes Over Failure to Properly Conduct Elections; Failure to give Adequate Notice of Meetings and Other Actions; Failure to Properly Conduct Meeting; and Failure to Allow Inspection of Books and Records." From review of both DPBR Complaints, the allegations made in both DPBR Complaints arise from the same facts and circumstances as alleged in the Claimant's Initial and Amended Complaint.

RESERVATION OF RIGHTS:

As per Section I.1.a., the Policy covers an "Insured" for those sums that you become legally obligated to pay for "damages" that are in excess of the deductible shown in the Declarations and that arise out of any "claim" for "wrongful acts", including "Wrongful Employment Practices", that are first made during the policy period. Section I.1.b states that the Policy applies to "claims" that are first made against any Insured during the policy period or any Extended Reporting Period, and reported to Aspen during the policy period or during the thirty (30) days immediately following the policy period's expiration. Here, the September 4, 2020 Complaint would be considered a "claim" alleging a "wrongful act" against the "Insured" and that "claim" was made within the relevant Policy Period. **As such, potential coverage is available under the Policy for portions of the "claim", subject to the following reservation of rights.**

Next, we draw your attention to the definition of "Damages", which are defined in Section VII.4 of the Policy and include "monetary and non-monetary amounts to which this insurance applies and which the Insured is legally obligated as to judgments, awards or settlements to which we have agreed in writing." "Damages" do not include "civil, criminal, administrative or other fines or penalties; or judgments or awards due to acts deemed uninsurable by law." Section VII.5 of the Policy states that "Defense expense" includes "payments allocated to a specific "claim" for investigation, settlement or defense, including fees of attorney and all other litigation expenses." "Defense expense" does not include salaries and expenses of our employees or your "employees". Aspen reserves all rights pursuant to the Policy's definition of "damages" and "defense expense" for this matter.

Next, section II.2.a defines an "Insured" as any current, past, or future duly elected or appointed directors, officers, or trustees. Here, claimant names Omar Nuseibeh, Vicki Hendrick, Karen Bollinger, Shehneela Arshi, Isabel Campbell; Sergio Naumoff, Ed Broom, Jr., Marta Carbajo; Sue Yokley, Wendy Krauss, and Howard Solow as defendants in this matter. It is our understanding that all of these named defendants are either current or former board members. As such, they would be considered "Insureds" as defined by section II.2 of the Policy. However, to the extent that any of these individuals are not current, past, or future duly elected or appointed officers, Aspen reserves all rights pursuant to the section II.2.a's definition of "insured". Furthermore, Section II.2.i., as amended by the Property Manager Entity Coverage Endorsement, expands the definition of an "Insured" to include the Property Manager, but only if they are acting within their duties on behalf of the "Insured". Here, claimant also names Sentry Management, Inc., Charlie Ann Aldridge, Art Swanton, and Brad Pomp as defendants to this lawsuit. It is our understanding that Sentry Management is the Property Management Company employed by the



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"Insureds" and that the other named defendants are current/former property managers. As such, they would also be considered "Insureds" as defined by Section II.2.i. However, to the extent that it is determined that any of these individuals were not acting within their duties on behalf of the "Insured", Aspen reserves all rights pursuant to The Property Manager Entity Coverage Endorsement. Finally, it is our further understanding that the remaining named defendants were either part of the general counsel's office or employed by the DBPR. As such, the remaining named defendants would not be considered "Insureds" and would not be covered under this Policy.

Next, Section I.3.a of the policy, as amended by the Continuity of Coverage Endorsement, states that the policy does not provide coverage for any "claims" that arise directly or indirectly from any (1) "wrongful act" which was subject to any demand, suit, or other proceeding that was initiated with an Insured's knowledge; or (2) facts and circumstances that would result in a reasonable person concluding that a "claim" would be made and which was known to the Insured, before the effective date of (a) the first coverage of this type that was issued to you provided that you have had continuous coverage of this type written for you from such date to the effective date of this policy; or (b) this policy, whichever comes first. **Here, claimant mentions that he has been making complaints for years, which have been ignored. We also learned that prior to filing the at-issue Complaint, he had previously filed two Complaints with the Department of Business and Professional Regulation Division of Florida Condominiums, Timeshares and Mobile Homes. These DBPR Complaints were filed on May 20, 2019 and October 21, 2019. The "Insured's" current Policy Period is June 24, 2020 to June 24, 2021. These DBPR Complaints were filed prior to the current policy period and were not reported to Aspen. However, upon reviewing prior Aspen policies, we have determined that the "Insured" has maintained continuous Condominium Directors & Officers Insurance with Aspen Insurance since June 24, 2017. To the extent that it is determined that the "Insured" was aware of this "claim", or any facts and circumstance that could have given rise to the "claim" prior to the first continuous policy of this type, Aspen reserve all rights pursuant to Section I.3.a., as amended by the Continuity of Coverage Endorsement, including the right to deny coverage.**

Next, Section 1.3.b. further states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any facts and circumstances which would cause a reasonable person to believe that they would result in a "claim" being made and which were known to any Insured before the effective date of the first policy of this type that we issued to the "Insured" of which this policy was an uninterrupted renewal of this type of coverage or this policy, whichever is first. **Here, again, claimant references a long history of complaints and previously filed two DBPR Complaints that we were not notified about. To the extent that these complaints could be considered a fact or circumstance that would cause a reasonable person to believe this "claim" would be made, and which were known to the "Insured" prior to the effective date of the first policy of this type, Aspen reserves all rights pursuant to Section I.3.b. of the Policy, including the right to deny coverage.**

Next, Section I.3.d. of the Policy states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any liability under or breach of any oral, written, or implied contract or



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agreement, or any liability of others assumed by the Insured under any such contract or agreement. This exclusion, however, does not apply to: (1) Our duty to defend and pay any "defense expense" regarding such "Claim"; (2) The extent the Insured would have been liable if there was no such contract or agreement; or (3) The extent that the "Claim" is for "Wrongful Employment Practices". Here, claimant alleges the "insured" breached their contract by failing to follow the Association's bylaws on holding meetings, elections, or allowing proper review of documents, etc. As such, all damages resulting from said breach of contract are not covered by the Policy. Aspen reserves all rights pursuant to Section 1.3.d of the Policy including the right to provide the "Insured" with a defense.

Next, Section 1.3.g. of the Policy excludes coverage for any "claims" arising directly or indirectly from any dishonest, criminal or fraudulent acts that are committed by the insured or the willful failure, by the insured or others with the insured's consent, to comply with any law, governmental or administrative order or regulation. For the purposes of this exclusion, willful means acting with intentional or reckless disregard for such laws, orders or regulations. However, this exclusion will not apply unless a judgment or other final adjudication adverse to the insured establishes a deliberately dishonest or fraudulent act or omission of intentional violation. Here, the claimant alleges the defendants committed fraud by holding meetings and elections and making amendments to the Association's Declarations knowing they were not following the rules laid out in the "insured's" bylaws, and that the property managers knew and assisted with the deceptive practices. Therefore, should there be a judgment or other final adjudication which establishes a deliberately dishonest or fraudulent act or omission of intentional violation, no coverage will be provided. However, Aspen reserves its rights to provide the "Insured" with a defense until a final adjudication is made.

Next, Section 1.3.f.1 of the Policy, states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any oral or written publication of material, if such material: (1) was published by or at the direction of the "Insured" with the "Insured" knowing the material was false. Here, the claimant alleges the "insured" made defamatory statements about him by telling other owners that he made threats to kill board members and was convicted of fraud. To the extent that the "insured" made oral or written publications of materials knowing the material was false; Aspen reserves its rights under Section 1.3.f.1. of the Policy.

Next, Section 1.3.c. of the Policy excludes coverage for any "claims" arising directly or indirectly from any "Wrongful act" committed with the insured knowing that it was wrongful. Here, claimant alleges the Board members held meetings and elections and made amendments to the Association's Declarations knowing they were not following the rules laid out in the "insured's" bylaws and that the property managers knew and assisted with the deceptive practices. To the extent that "the insured" committed any of the wrongful acts alleged in the Complaint while knowing they were wrongful, Section 1.3.c of the Policy may operate to exclude coverage for this matter. Aspen reserves its rights in this regard.

Next, section 1.3.h.2. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement", states that Aspen does not provide coverage for any "claims" arising directly or indirectly



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from any damage to or destruction of any tangible property, including the loss of its use, whether or not it is damaged or destroyed. Here, claimant alleges the "insured" failed to maintain common elements and that he had to expend his own money to pay to clean up dog feces and urine stains from the common area carpets. To the extent that the allegations arise directly and/or indirectly from claims of property damage, Aspen reserves all rights pursuant to Section 1.3.h.2. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement, including the right to deny coverage for this aspect of the claim.

Further, Section 1.3.h.1. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement" states that the Aspen Policy does not provide coverage for any "claims" arising directly or indirectly from any bodily injury, sickness, mental anguish, humiliation, emotional distress, disease or death of any person, false arrest or imprisonment, invasion of privacy, assault, or battery, except that this exclusion shall not apply to allegations of emotional distress or mental anguish arising out of a claim for "wrongful employment practices". **Here, claimant asserts a cause of action for intentional infliction of emotional distress. Such damages are not covered by the Bodily Injury Exclusion Endorsement of the Policy. Aspen reserves all rights pursuant to Section 1.3.h.1. of the Policy, as amended by the Bodily Injury/Physical Damage Exclusion Endorsement, including the right to deny coverage for this aspect of the claim.**

Next, we refer you to Section 1.2.a. of the Policy, as amended by the Increased Consent to Settle Clause Coverage Endorsement, which provides that we have the right and duty to defend "claims" against the insured seeking "damages" to which this insurance applies even if the allegations are false, fraudulent or groundless and to pay for related "defense expenses". However, when this insurance does not apply, then we have no duty to defend "claims" against the insured seeking "damages" or to pay any related "defense expenses". At our sole discretion, we have the right to investigate and settle any "claim". If we recommend a settlement and you refuse to consent thereto, our liability for such "claim" is limited to the amount in excess of the "retention" which we would have contributed to the settlement, the "defense expense" covered by this policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered loss, including "defense expense", incurred subsequent to such refusal and subject to the limit of insurance. In this regard, we have retained the below counsel:

Christina Bredahl Gierke
Cole Scott & Kissane, P.A.
Tower Place, Suite 400
1900 Summit Tower Boulevard
Orlando, Florida 32810
(321) 972-0025
Christina.Gierke@csklegal.com

Section 1.2.e of the Policy provides that the Insured agrees not to settle any "claim", incur any "defense expense", assume any contractual obligations or admit any liability with respect to any "claim"



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without Aspen's written consent, such consent not to be unreasonably withheld. Aspen shall not be liable for any admission of liability, "defense expense", assumed obligation or agreement to settle without Aspen's written prior consent. Thus, we ask that you limit discussions regarding this case to only those between you, Aspen, and your attorneys.

Furthermore, section V.10 of the Policy states that by accepting this policy, the "Insured" agrees: (a) The statements in the Declarations are accurate and complete; and (b) Those statements are based upon representations you made to us in your application for this insurance. That application, on file with the company, forms the basis of our obligations under this policy; and (c) As we have issued this policy in reliance upon your representations, this policy may be voided in the event of any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application. Here, under the "Loss History" section of the "Insured's" application, which asks if there were any claims, losses or occurrences that may give rise to a claim which occurred in the 5 years prior to the insurance renewal, the "Insured" checked the box that said "none", despite the DBPR Complaints that were filed by the claimant prior to the start of the most recent policy period. As such, Aspen reserves all rights with regard to section V.10 "Representations" of the Policy.

We suggest that the Insured, if you have not already done so, provide notice to any other insurer that may provide coverage for this matter, including any general liability or excess insurers. Please provide us with the contact information of any other insurer who has agreed to provide the Insured with coverage for this matter.

Pending any response to this correspondence, all rights as between Aspen and the Insured shall be deemed to be fully and mutually reserved under the Policy and at law. Nothing herein shall be construed to be a waiver of Aspen's rights. Please feel free to contact me with any questions or concerns. I look forward to working with you toward resolution of this matter.

Sincerely,

Andrea L. Friedel
Senior Manager, Professional Liability
Sedgwick
(646) 721-4442
Andrea.Friedel@sedgwick.com



101 Hudson Street, 35th Floor, Jersey City, New Jersey 07302

CC: *via email only*

Coastal Insurance Underwriters, claims@ciuins.com

Bryna Stiefel – Aspen Specialty Insurance Company, bryna.stiefel@aspen-insurance.com

Leslie Hanson - lhanson@bfinsgroup.com

Debra Zimmerman – dzimmerman@sentrymgt.com

Exhibit

2067

Archived: Wednesday, March 25, 2020 1:48:49 PM
From: Charlie Ann Aldridge
Sent: Friday, March 20, 2020 2:08:36 PM
To: Jennifer Myles
Cc: Katie Ciccotelli
Subject: FW: Manager's log
Response requested: No
Sensitivity: Normal

Please upload the email below, to the correspondence folder in CH, 003120.

Thank you.

Respectfully,

Click [here](#) for Sentry Management's office support team availability in response to COVID-19
Click [here](#) for the message from Brad Pomp, President-Sentry Management



Charlie Ann Aldridge, LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1028 Salk Ave
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>
Sent: Wednesday, March 18, 2020 5:30 PM
To: Charlie Ann Aldridge <caldrige@sentrymgt.com>
Cc: Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>
Subject: Re: Manager's log

Charlie Ann: Thanks for updating your manager notebook with owners comments regarding my conversation with Edward.

I would like you to note in your entry that I expressed my disappointment to Edward regarding his service based on the condition of the grounds. I noted the encumbering tree near building A which was suppose to be taken care of weeks prior as well as the pruning of crepe myrtles (Edward informed me that his trailer was in the shop, I asked next time there is a delay I would appreciate an email so when I am approached by an owner regarding an issue, I am able to respond...he agreed), the empty plastic water bottles underneath bushes (he said he would have his crew pick them up), the scattered dead branches in the hedge beds (he said he would have his crew pick them up), the random cement scattered throughout the property which his crew mows over week in and week out (he said he did not know if he should pick them up), the numerous dead stumps left standing (he said he would take care of them), the continuous cutting of cable lines (he said he would tell his crew to be more careful and that the cable company should pay for that), and a few other items.

The sheer volume of items is due to the property not being walked through for a long time.

Please be advised on the 10th of this month I asked Edward to send a proposal for clean up work on two trees, clean up of all the scattered cement, and repair to the sunken and broken ground drains which are a liability to the association. I asked him if he did mulch which he replied he did. I also asked Edward to copy me on all emails between the two of you.

I have not received an email proposal.

Regards,
Isabel

On Wed, Mar 18, 2020 at 3:35 PM Isabel Campbell <isabel.campbell.coachhouses@gmail.com> wrote:

Charlie Ann: May I also provide information in the Manager's log?

Thanks,

Isabel

On Wed, Mar 18, 2020 at 3:33 PM Isabel Campbell <isabel.campbell.coachhouses@gmail.com> wrote:

Charlie Ann: You are right. I will read the entries...no need to duplicate.

Thanks,
Isabel

On Wed, Mar 18, 2020 at 3:11 PM Charlie Ann Aldridge <caldrige@sentrymgt.com> wrote:

Isabel:

That is why we have the managers notebook. It is a communication tool that allows the BOD to see what is taking place re: your association, in real time, so that we do not have to duplicate communication.

I did receive another call re: that incident with the landscaper and they too advised that the landscaper had to ask you to calm down in order to have a civil conversation.

I just have not had the opportunity to update that entry.

Respectfully,



Charlie Ann Aldridge, LCAM, CPM, FL RE License

Community Association Manager

Sentry Management Inc

1928 Salk Ave

Tavares FL 32778

352-343-5706 ext 58010

352-343-5123 (fax)

www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>

Sent: Wednesday, March 18, 2020 1:05 PM

To: Charlie Ann Aldridge <caldrige@sentrymgt.com>; Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>

Subject: Manager's log

Charlie Ann: The next time you get a phone call from a homeowner stating I was yelling or being rude to someone, please relay such information to me. I do not need you to disclose who the individual is but I should be made aware of accusations against me which are being entered by you in our manager notebook.

Regards,
Isabel

EXHIBIT

2357

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

SUBPOENA DUCES TECUM FOR DEPOSITION

THE STATE OF FLORIDA:

TO: Isabel Campbell

YOU ARE COMMANDED to appear before a person authorized by law to take depositions via ZOOM.

The deposition will be held on February 9, 2021 at 9:00 a.m.. You will be testifying in this action, and you are to have with you at that time and place the documents on Exhibit A hereto.

You are subpoenaed to appear by William M. Windsor, and unless excused from this subpoena by William M. Windsor or the court, you must respond to this subpoena as directed.

DATE: 2/1/21

Shari Durham
DEPUTY CLERK

Name: Shari Durham



Party: William M. Windsor
Address: 100 East Oak Terrace Drive, Unit B3
Leesburg, Florida 34748
Phone: 352-805-7887
Email: billwindsor1@outlook.com

Any minor subpoenaed for testimony has the right to be accompanied by a parent or guardian at all times during the taking of testimony notwithstanding the invocation of the rule of sequestration of section 90.616, Florida Statutes, except on a showing that the presence of a parent or guardian is likely to have a material, negative impact on the credibility or accuracy of the minor's testimony, or that the interests of the parent or guardian are in actual or potential conflict with the interests of the minor.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact [identify applicable court personnel by name, address, and telephone number] at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

Isabel Campbell
isabelmcampbell@gmail.com

This 1st day of February, 2021.

William M. Windsor

EXHIBIT

A

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

**PLAINTIFF'S NOTICE OF TAKING ORAL DEPOSITION OF
ISABEL CAMPBELL BY ZOOM**

PLEASE TAKE NOTICE that the Plaintiff, WILLIAM M. WINDSOR, will take the
ZOOM deposition of:

NAME: Isabel Campbell

DATE AND TIME: February 9, 2021 9:00 a.m.

LOCATION: ZOOM, so wherever the named person can access a computer with a
microphone and camera.

This will be an oral examination before an officer duly authorized by law to take
depositions. The deposition is being taken for purposes of discovery, or use at trial, or for such
other purpose as is permitted under the applicable and governing Florida Rules of Civil
Procedure.

A subpoena duces tecum will be served on the person to be examined. The materials to
be produced under the subpoena are:

1. All documents relating or referring to, or evidencing, reflecting, or constituting
communication to WINDSOR.

2. All documents relating or referring to, or evidencing, reflecting, or constituting communication from WINDSOR.

3. All documents relating or referring to, or evidencing, reflecting, or constituting communication or information about WINDSOR.

4. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about ASSOCIATION.

5. All documents relating or referring to, or evidencing, reflecting, or constituting information about your purchase of a condo at Coach Houses. This should include your Deed.

6. All documents relating or referring to, or evidencing, reflecting, or constituting information about your membership in the ASSOCIATION. This should include the ARTICLES, BYLAWS, DECLARATION, and RULES that you received.

7. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any Defendant in this case.

8. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about C&M.

9. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about SENTRY.

10. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any current or past member of the ASSOCIATION.

11. All documents relating or referring to, or evidencing, reflecting, or constituting your drivers' license.

12. All documents relating or referring to, or evidencing, reflecting, or constituting your passport.

13. All documents relating or referring to, or evidencing, reflecting, or constituting licenses or permits for guns or weapons of any type.

14. Proof of election as an Officer of the ASSOCIATION.

15. Proof of election as a Director of the ASSOCIATION.

16. All communications on SENTRY's website for Directors and Officers of the ASSOCIATION.

17. All documents relating or referring to, or evidencing, reflecting, or constituting meetings or discussions by purported members of the Board of the ASSOCIATION.

18. All documents relating or referring to, or evidencing, reflecting, or constituting calendars showing meetings or discussions by purported members of the Board of the ASSOCIATION.

19. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums, associations, or legal work for condominiums or associations.

20. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint.

21. All documents relating or referring to, or evidencing, reflecting, or constituting communication with or about CLAYTON & MCCULLOH, NEAL McCULLOH, BRIAN HESS, or RUSSELL KLEMM.

22. All documents relating or referring to, or evidencing, reflecting, or constituting evidence that the BYLAWS of the ASSOCIATION were or were not amended on August 1, 2017.

23. All documents relating or referring to, or evidencing, reflecting, or constituting evidence that the amendment to the BYLAWS filed on January 15, 2019 is valid due to proof of amendment by the ASSOCIATION.

24. All documents relating or referring to, or evidencing, reflecting, or constituting communication or correspondence with Sedgwick by you or the ASSOCIATION, including that referenced in the first paragraph of EXHIBIT 2066.

25. All documents relating or referring to, or evidencing, reflecting, or constituting communication with anyone disputing anything stated by Sedgwick in the letter of October 29, 2020 attached as EXHIBIT 2066.

26. Contents from Correspondence Folder in CH referenced in EXHIBIT 2067 hereto.

27. Contents from Manager Notebook referenced in EXHIBIT 2067 hereto.

I. Definitions

As used in this Request for Production of Documents ("REQUEST"), the following terms mean:

(a) "You" or "your" -- The person(s) to whom this REQUEST is addressed and all other persons acting or purporting to act on said person's behalf.

(b) "Document" -- Includes, without limitation, writings, emails (whether printed or not), agreements, contracts, and printed matter of every kind and description; data stored on a computer hard disk or other memory card, photographs and drawings; notes and records of any oral communications; e-mails and recordings (tape, disc or other) of oral communications.

(c) "Person" or "persons" -- Any individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission or any other entity.

(d) "Communicate" or "communication" -- Includes every manner or means of disclosure, transfer, or exchange and every disclosure, transfer or exchange of information, whether orally or by documents or whether face-to-face or by telephone, mail, personal delivery or otherwise.

(e) "Or" -- Shall be construed either conjunctively or disjunctively to bring within the scope of this REQUEST any information which might otherwise be construed to be outside their scope.

(f) "Complaint" -- The Complaint filed in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida assigned Case No. 35-2019-CA-001647-AXXX-XX.

(g) "Windsor" -- a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(h) "Plaintiff" -- William M. Windsor, a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(i) "Association" -- COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(j) "Bylaws" -- Bylaws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(k) "Articles" or "Articles of Incorporation" -- Articles of Incorporation of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(l) "Declaration" -- Declaration of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(m) "RULES" -- RULES of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(n) (j) "OMAR" or "OMAR NUSEIBEH" an owner of the ASSOCIATION who has resided at 100 East Oak Terrace Drive Unit G4, Leesburg, Florida 34748.

(o) "VICKI" or "VICKI HEDRICK". She resides at 100 East Oak Terrace Drive Unit E3, Leesburg, Florida 34748.

(p) "KAREN" or "KAREN BOLLINGER". She resides at 100 East Oak Terrace Drive Unit A1, Leesburg, Florida 34748.

(q) "SHEHNEELA" or "SHEHNEELA ARSHI". She resides at 100 East Oak Terrace Drive Unit D2, Leesburg, Florida 34748.

(r) "MARTA" or "MARTA CARBAJO". She resides at 100 East Oak Terrace Drive Unit A4, Leesburg, Florida 34748.

(s) "HOWIE" or "HOWARD SOLOW". He resides at 100 East Oak Terrace Drive Unit B2, Leesburg, Florida 34748.

(t) "ISABEL" or "ISABEL CAMPBELL". She owns the condominium at 100 East Oak Terrace Drive Unit F2, Leesburg, Florida 34748.

(u) "SERGIO" or "SERGIO NAUMOFF". He resides at 100 East Oak Terrace Drive Unit F3, Leesburg, Florida 34748.

(v) "ED" or "ED BROOM, JR.". He resides at 100 East Oak Terrace Drive Unit B1, Leesburg, Florida 34748.

(w) "SUE" or "SUE YOKLEY". She resides at 100 East Oak Terrace Drive Unit C3, Leesburg, Florida 34748.

(x) "WENDY" or "WENDY KRAUSS". She resides at, 100 East Oak Terrace Drive Unit E4, Leesburg, Florida 34748.

(y) "SENTRY" or "SENTRY MANAGEMENT, INC." is the management company for the ASSOCIATION in Lake County, Florida.

(z) "CHARLIE ANN" or "CHARLIE ANN ALDRIDGE" is an employee or former employee of SENTRY.

(aa) "BRAD" or "BRAD POMP" is an employee of SENTRY.

(bb) "ART" or "ART SWANTON" is an employee or former employee of SENTRY.

(cc) "C&M" or "CLAYTON & McCULLOH, P.A." is the law firm representing the ASSOCIATION.

(dd) "HESS" or "BRIAN HESS" is an employee of C&M who is representing the ASSOCIATION.

(ee) "McCULLOH" or "NEAL McCULLOH" is an employee of C&M who is representing the ASSOCIATION.

(ff) "KLEMM" or "RUSSELL KLEMM" is an employee of C&M who is representing the ASSOCIATION.

(gg) "DBPR" or "FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION" is the state entity that manages condominium developments.

(hh) "MAHLON" or "RHANEY" or "MAHLON C. RHANEY" is an employee of DBPR.

(ii) "LEAH" or "SIMMS" or "LEAH SIMMS" is an employee of DBPR.

(jj) "DOES" are other owners of the ASSOCIATION who reside at 100 East Oak Terrace Drive, Leesburg, Florida 34748.

Dated in Leesburg, Florida this 29th day of January, 2021,

William M. Windsor

William M. Windsor

Pro Se

CERTIFICATE OF SERVICE

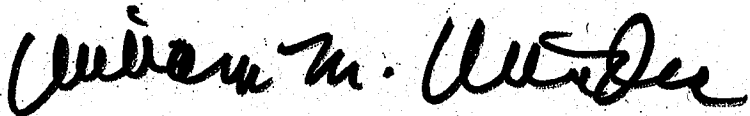
I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

Isabel Campbell
isabelmcampbell@gmail.com

This 29th day of January, 2021.



William M. Windsor

Exhibit

2066



101 Hudson Street, 35th Floor, Jersey City, New Jersey 07302

Via Certified Mail Return Receipt Requested and
Email: isabel.campbell.coachhouses@gmail.com

October 29, 2020

Coach Houses at Leesburg Condominium Association, Inc.
c/o Isabel Campbell
Sentry Management, Inc.
1928 Salk Avenue
Tavares, FL 32778

Insured	:	Coach Houses at Leesburg Condominium Association, Inc.
Claimant	:	William Windsor
Claim No.	:	ASCC-1213
Coverage	:	D&O – Condo/HOA
Policy No.	:	CIUCAP004076-04

Dear Ms. Campbell:

This letter supplements prior correspondence regarding the captioned matter. As you know, Aspen Specialty Insurance Company ("Aspen") has retained Sedgwick to manage this matter on its behalf. On September 10, 2020, we received an ACORD form of the same date along with a copy of a Complaint which was e-filed on September 4, 2020 in Lake County, FL and a First Amended Complaint, which was e-filed on September 8, 2020 in the Fifth Judicial Circuit Court for Lake County, FL and captioned *William M. Windsor v. Couch Houses at Leesburg Condominium Association, Inc.; Omar Nuseibeh; Vicki Henrick; Karen Bollinger; Shehneela Arshi; Isabel Campbell; Sergio Naumoff; Ed Broom, Jr.; Marta Carbajo; Sue Yokley; Wendy Krauss; Howard Solow; Sentry Management, Inc. Charlie Ann Aldridge; Art Swanton; Brad Pomp; Clayton & McCulloh, P.A.; Brian Hess; Neal McCulloh; Russel Klemm; Florida Department of Business and Professional Regulation; Mahlon C. Rhaney; Leah Simms; and Does 1-20*. These documents served to put us on notice of this matter.

Aspen provides Coach Houses at Leesburg Condominium Association (the "Insured"¹) with Condominium Directors, Officers and Employment Practices Liability Insurance under the above referenced policy number ("the Policy"). The Policy includes a Limit of Liability of \$1,000,000 per "claim" and in the maximum aggregate for all claims first made in the policy period, subject to a \$2,500 deductible per claim. Subject to its terms and conditions, the Policy covers "claims" first made during the Policy Period of June 24, 2020 to June 24, 2021.

¹ Words and phrases that appear in quotation marks have special meaning and such terms are defined in the Definition Sections of the Policy and shall be understood to have the meaning found therein.



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OUR INVESTIGATION:

It is our understanding, based on the information received to date, that William M. Windsor (the "claimant") is a unit owner within the "Insured" Association. Claimant states that the "Insured" Association consists of 32 condominium units and few common elements. He further states that the average price for a condo is \$70,000. Claimant further states that in 1984, monthly assessments were around \$27.06 for a three-bedroom unit. However, those assessments have been steadily rising. In 2017, assessments for a three bedroom were \$265.82 and in 2018 they increased to \$371.50. Claimant alleges that at a Board meeting on December 12, 2018, Board members Omar Nuseibeh, Vicki Henrick, and Karen Bollinger voted to increase the monthly assessment of a three-bedroom unit from \$371.50 to \$962.38. Claimant states that after this increase, he began investigating the Association in an attempt to expose any violations.

Claimant then alleges that through his investigations, he found that the "insured" failed to hold annual meetings and elections on the date established in the bylaws, therefore, no lawful election of directors or officers has occurred since 1982. As such, claimant alleges that none of the former or current Board Members were legally elected and therefore have no authority to make decisions on behalf of the Board and/or Association as a whole. He further alleges that the "Insured's" Property Management Company, Sentry, and their general counsel's office, Clayton & McCulloh have actively worked to support the alleged wrongdoing and maintain control to avoid malpractice claims against them. Claimant further alleges that in order to discredit him, former Board Member, Omar Nuseibeh told other unit owners that the claimant had threatened to kill board members and that he was a criminal and wanted for fraud. In August 2017, the allegedly fraudulent board members voted to amend the bylaws to change the date of the annual meeting, but claimant claims that no quorum existed to obtain the required number of votes needed to amend the bylaws. Claimant alleges he found over 180 issues and violations including improperly held elections, inadequate notice of meetings, improperly conducted meetings, failure to respond to requests to for documents, and fraudulently representing that Board members had authority when they were not properly elected.

In the Amended Complaint, claimant alleges a number of causes of action including: (1) Breach of Fiduciary Duty; (2) Fraud; (3) Failure to Allow Inspection of Records; (4) Breach of Contract; (5) Breach of Contract - Failure to Keep Common Areas Clean; (6) Civil Conspiracy; (7) Declaratory Judgment; (8) Intentional Infliction of Emotional Distress. Claimant is also seeking punitive damages for intentional misconduct or gross negligence. Notably, upon review of claimant's initial Complaint and the First Amended Complaint the only difference that I could determine was in paragraph #46, claimant changed the name from "Klemm" to "Russel".

Furthermore, from review of the allegations, as well as our discussion with the "insured" we became aware that the claimant previously filed two additional complaints with the DBPR. The first complaint was filed on May 20, 2019 and captioned *William M. Windsor v. Coach Houses at Leesburg*



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Condominium Association, Inc. The second DPBR Complaint was filed on October 21, 2019 with the same caption and titled "Petition for Mandatory Non-Binding Arbitration Regarding Disputes Over Failure to Properly Conduct Elections; Failure to give Adequate Notice of Meetings and Other Actions; Failure to Properly Conduct Meeting; and Failure to Allow Inspection of Books and Records." From review of both DBPR Complaints, the allegations made in both DBPR Complaints arise from the same facts and circumstances as alleged in the Claimant's Initial and Amended Complaint.

RESERVATION OF RIGHTS:

As per Section I.1.a., the Policy covers an "Insured" for those sums that you become legally obligated to pay for "damages" that are in excess of the deductible shown in the Declarations and that arise out of any "claim" for "wrongful acts", including "Wrongful Employment Practices", that are first made during the policy period. Section I.1.b states that the Policy applies to "claims" that are first made against any Insured during the policy period or any Extended Reporting Period, and reported to Aspen during the policy period or during the thirty (30) days immediately following the policy period's expiration. Here, the September 4, 2020 Complaint would be considered a "claim" alleging a "wrongful act" against the "Insured" and that "claim" was made within the relevant Policy Period. **As such, potential coverage is available under the Policy for portions of the "claim", subject to the following reservation of rights.**

Next, we draw your attention to the definition of "Damages", which are defined in Section VII.4 of the Policy and include "monetary and non-monetary amounts to which this insurance applies and which the insured is legally obligated as to judgments, awards or settlements to which we have agreed in writing." "Damages" do not include "civil, criminal, administrative or other fines or penalties; or judgments or awards due to acts deemed uninsurable by law." Section VII.5 of the Policy states that "Defense expense" includes "payments allocated to a specific "claim" for investigation, settlement or defense, including fees of attorney and all other litigation expenses." "Defense expense" does not include salaries and expenses of our employees or your "employees". Aspen reserves all rights pursuant to the Policy's definition of "damages" and "defense expense" for this matter.

Next, section II.2.a defines an "Insured" as any current, past, or future duly elected or appointed directors, officers, or trustees. Here, claimant names Omar Nuseibeh, Vicki Hendrick, Karen Bollinger, Shehneela Arshi, Isabel Campbell, Sergio Naumoff, Ed Broom, Jr., Marta Carbajo, Sue Yokley, Wendy Krauss, and Howard Solow as defendants in this matter. It is our understanding that all of these named defendants are either current or former board members. As such, they would be considered "Insureds" as defined by section II.2 of the Policy. However, to the extent that any of these individuals are not current, past, or future duly elected or appointed officers, Aspen reserves all rights pursuant to the section II.2.a's definition of "Insured". Furthermore, Section II.2.1., as amended by the Property Manager Entity Coverage Endorsement, expands the definition of an "Insured" to include the Property Manager, but only if they are acting within their duties on behalf of the "Insured". Here, claimant also names Sentry Management, Inc., Charlie Ann Aldridge, Art Swanton, and Brad Pomp as defendants to this lawsuit. It is our understanding that Sentry Management is the Property Management Company employed by the



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"Insureds" and that the other named defendants are current/former property managers. As such, they would also be considered "Insureds" as defined by Section II.2.i. However, to the extent that it is determined that any of these individuals were not acting within their duties on behalf of the "Insured", Aspen reserves all rights pursuant to The Property Manager Entity Coverage Endorsement. Finally, it is our further understanding that the remaining named defendants were either part of the general counsel's office or employed by the DBPR. As such, the remaining named defendants would not be considered "Insureds" and would not be covered under this Policy.

Next, Section I.3.a of the policy, as amended by the Continuity of Coverage Endorsement, states that the policy does not provide coverage for any "claims" that arise directly or indirectly from any (1) "wrongful act" which was subject to any demand, suit, or other proceeding that was initiated with an Insured's knowledge; or (2) facts and circumstances that would result in a reasonable person concluding that a "claim" would be made and which was known to the Insured, before the effective date of (a) the first coverage of this type that was issued to you provided that you have had continuous coverage of this type written for you from such date to the effective date of this policy; or (b) this policy, whichever comes first. **Here, claimant mentions that he has been making complaints for years, which have been ignored. We also learned that prior to filing the at-issue Complaint, he had previously filed two Complaints with the Department of Business and Professional Regulation Division of Florida Condominiums, Timeshares and Mobile Homes. These DBPR Complaints were filed on May 20, 2019 and October 21, 2019. The "Insured's" current Policy Period is June 24, 2020 to June 24, 2021. These DBPR Complaints were filed prior to the current policy period and were not reported to Aspen. However, upon reviewing prior Aspen policies, we have determined that the "Insured" has maintained continuous Condominium Directors & Officers Insurance with Aspen Insurance since June 24, 2017. To the extent that it is determined that the "Insured" was aware of this "claim", or any facts and circumstance that could have given rise to the "claim" prior to the first continuous policy of this type, Aspen reserve all rights pursuant to Section I.3.a., as amended by the Continuity of Coverage Endorsement, including the right to deny coverage.**

Next, Section 1.3.b. further states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any facts and circumstances which would cause a reasonable person to believe that they would result in a "claim" being made and which were known to any insured before the effective date of the first policy of this type that we issued to the "Insured" of which this policy was an uninterrupted renewal of this type of coverage or this policy, whichever is first. **Here, again, claimant references a long history of complaints and previously filed two DBPR Complaints that we were not notified about. To the extent that these complaints could be considered a fact or circumstance that would cause a reasonable person to believe this "claim" would be made, and which were known to the "Insured" prior to the effective date of the first policy of this type, Aspen reserves all rights pursuant to Section I.3.b. of the Policy, including the right to deny coverage.**

Next, Section I.3.d. of the Policy states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any liability under or breach of any oral, written, or implied contract or



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agreement, or any liability of others assumed by the Insured under any such contract or agreement. This exclusion, however, does not apply to: (1) Our duty to defend and pay any "defense expense" regarding such "Claim"; (2) The extent the Insured would have been liable if there was no such contract or agreement; or (3) The extent that the "Claim" is for "Wrongful Employment Practices". Here, claimant alleges the "insured" breached their contract by failing to follow the Association's bylaws on holding meetings, elections, or allowing proper review of documents, etc. As such, all damages resulting from said breach of contract are not covered by the Policy. Aspen reserves all rights pursuant to Section 1.3.d of the Policy including the right to provide the "Insured" with a defense.

Next, Section 1.3.g. of the Policy excludes coverage for any "claims" arising directly or indirectly from any dishonest, criminal or fraudulent acts that are committed by the insured or the willful failure, by the insured or others with the Insured's consent, to comply with any law, governmental or administrative order or regulation. For the purposes of this exclusion, willful means acting with intentional or reckless disregard for such laws, orders or regulations. However, this exclusion will not apply unless a judgment or other final adjudication adverse to the insured establishes a deliberately dishonest or fraudulent act or omission of intentional violation. Here, the claimant alleges the defendants committed fraud by holding meetings and elections and making amendments to the Association's Declarations knowing they were not following the rules laid out in the "insured's" bylaws, and that the property managers knew and assisted with the deceptive practices. Therefore, should there be a judgment or other final adjudication which establishes a deliberately dishonest or fraudulent act or omission of intentional violation, no coverage will be provided. However, Aspen reserves its rights to provide the "Insured" with a defense until a final adjudication is made.

Next, Section 1.3.f.1 of the Policy, states that the Policy does not provide coverage for any "claims" arising directly or indirectly from any oral or written publication of material, if such material: (1) was published by or at the direction of the "Insured" with the "Insured" knowing the material was false. Here, the claimant alleges the "insured" made defamatory statements about him by telling other owners that he made threats to kill board members and was convicted of fraud. To the extent that the "Insured" made oral or written publications of materials knowing the material was false; Aspen reserves its rights under Section 1.3.f.1. of the Policy.

Next, Section 1.3.c. of the Policy excludes coverage for any "claims" arising directly or indirectly from any "Wrongful act" committed with the insured knowing that it was wrongful. Here, claimant alleges the Board members held meetings and elections and made amendments to the Association's Declarations knowing they were not following the rules laid out in the "insured's" bylaws and that the property managers knew and assisted with the deceptive practices. To the extent that "the insured" committed any of the wrongful acts alleged in the Complaint while knowing they were wrongful, Section 1.3.c of the Policy may operate to exclude coverage for this matter. Aspen reserves its rights in this regard.

Next, section 1.3.h.2. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement", states that Aspen does not provide coverage for any "claims" arising directly or indirectly



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from any damage to or destruction of any tangible property, including the loss of its use, whether or not it is damaged or destroyed. Here, claimant alleges the "insured" failed to maintain common elements and that he had to expend his own money to pay to clean up dog feces and urine stains from the common area carpets. To the extent that the allegations arise directly and/or indirectly from claims of property damage, Aspen reserves all rights pursuant to Section 1.3.h.2. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement, including the right to deny coverage for this aspect of the claim.

Further, Section 1.3.h.1. of the Policy, as amended by the "Bodily Injury/Physical Damage Exclusion Endorsement" states that the Aspen Policy does not provide coverage for any "claims" arising directly or indirectly from any bodily injury, sickness, mental anguish, humiliation, emotional distress, disease or death of any person, false arrest or imprisonment, invasion of privacy, assault, or battery, except that this exclusion shall not apply to allegations of emotional distress or mental anguish arising out of a claim for "wrongful employment practices". Here, claimant asserts a cause of action for intentional infliction of emotional distress. Such damages are not covered by the Bodily Injury Exclusion Endorsement of the Policy. Aspen reserves all rights pursuant to Section 1.3.h.1. of the Policy, as amended by the Bodily Injury/Physical Damage Exclusion Endorsement, including the right to deny coverage for this aspect of the claim.

Next, we refer you to Section 1.2.a. of the Policy, as amended by the Increased Consent to Settle Clause Coverage Endorsement, which provides that we have the right and duty to defend "claims" against the insured seeking "damages" to which this insurance applies even if the allegations are false, fraudulent or groundless and to pay for related "defense expenses". However, when this insurance does not apply, then we have no duty to defend "claims" against the insured seeking "damages" or to pay any related "defense expenses". At our sole discretion, we have the right to investigate and settle any "claim". If we recommend a settlement and you refuse to consent thereto, our liability for such "claim" is limited to the amount in excess of the "retention" which we would have contributed to the settlement, the "defense expense" covered by this policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered loss, including "defense expense", incurred subsequent to such refusal and subject to the limit of insurance. In this regard, we have retained the below counsel:

Christina Bredahl Gierke
Cole Scott & Kissane, P.A.
Tower Place, Suite 400
1900 Summit Tower Boulevard
Orlando, Florida 32810
(321) 972-0025
Christina.Gierke@csklegal.com

Section 1.2.e of the Policy provides that the insured agrees not to settle any "claim", incur any "defense expense", assume any contractual obligations or admit any liability with respect to any "claim"



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without Aspen's written consent, such consent not to be unreasonably withheld. Aspen shall not be liable for any admission of liability, "defense expense", assumed obligation or agreement to settle without Aspen's written prior consent. Thus, we ask that you limit discussions regarding this case to only those between you, Aspen, and your attorneys.

Furthermore, section V.10 of the Policy states that by accepting this policy, the "Insured" agrees: (a) The statements in the Declarations are accurate and complete; and (b) Those statements are based upon representations you made to us in your application for this insurance. That application, on file with the company, forms the basis of our obligations under this policy; and (c) As we have issued this policy in reliance upon your representations, this policy may be voided in the event of any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application. Here, under the "Loss History" section of the "Insured's" application, which asks if there were any claims, losses or occurrences that may give rise to a claim which occurred in the 5 years prior to the insurance renewal, the "Insured" checked the box that said "none", despite the DBPR Complaints that were filed by the claimant prior to the start of the most recent policy period. As such, Aspen reserves all rights with regard to section V.10 "Representations" of the Policy.

We suggest that the Insured, if you have not already done so, provide notice to any other insurer that may provide coverage for this matter, including any general liability or excess insurers. Please provide us with the contact information of any other insurer who has agreed to provide the Insured with coverage for this matter.

Pending any response to this correspondence, all rights as between Aspen and the Insured shall be deemed to be fully and mutually reserved under the Policy and at law. Nothing herein shall be construed to be a waiver of Aspen's rights. Please feel free to contact me with any questions or concerns. I look forward to working with you toward resolution of this matter.

Sincerely,

Andrea L. Friedel
Senior Manager, Professional Liability
Sedgwick
(646) 721-4442
Andrea.Friedel@sedgwick.com



101 Hudson Street, 35th Floor, Jersey City, New Jersey 07302

CC: *via email only*

Coastal Insurance Underwriters, claims@ciuins.com

Bryna Stiefel – Aspen Specialty Insurance Company, bryna.stiefel@aspen-insurance.com

Leslie Hanson - lhanson@bfinsgroup.com

Debra Zimmerman – dzimmerman@sentrymgt.com

Exhibit

2067

Archived: Wednesday, March 25, 2020 1:48:49 PM
From: Charlie Ann Aldridge
Sent: Friday, March 20, 2020 2:08:36 PM
To: Jennifer Myles
Cc: Katie Ciccotelli
Subject: FW: Manager's log
Response requested: No
Sensitivity: Normal

Please upload the email below, to the correspondence folder in CH, 003120.

Thank you.

Respectfully,

Click [here](#) for Sentry Management's office support team availability in response to COVID-19
Click [here](#) for the message from Brad Pomp, President-Sentry Management



Charlie Ann Aldridge, LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1828 Salk Ave
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>
Sent: Wednesday, March 18, 2020 5:30 PM
To: Charlie Ann Aldridge <caldridge@sentrymgt.com>
Cc: Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>
Subject: Re: Manager's log

Charlie Ann: Thanks for updating your manager notebook with owners comments regarding my conversation with Edward.

I would like you to note in your entry that I expressed my disappointment to Edward regarding his service based on the condition of the grounds. I noted the encumbering tree near building A which was suppose to be taken care of weeks prior as well as the pruning of crepe myrtles (Edward informed me that his trailer was in the shop, I asked next time there is a delay I would appreciate an email so when I am approached by an owner regarding an issue, I am able to respond...he agreed), the empty plastic water bottles underneath bushes (he said he would have his crew pick them up), the scattered dead branches in the hedge beds (he said he would have his crew pick them up); the random cement scattered throughout the property which his crew mows over week in and week out (he said he did not know if he should pick them up), the numerous dead stumps left standing (he said he would take care of them), the continuous cutting of cable lines (he said he would tell his crew to be more careful and that the cable company should pay for that), and a few other items.

The sheer volume of items is due to the property not being walked through for a long time.

Please be advised on the 10th of this month I asked Edward to send a proposal for clean up work on two trees, clean up of all the scattered cement, and repair to the sunken and broken ground drains which are a liability to the association. I asked him if he did mulch which he replied he did. I also asked Edward to copy me on all emails between the two of you.

I have not received an email proposal.

Regards,
Isabel

On Wed, Mar 18, 2020 at 3:35 PM Isabel Campbell <isabel.campbell.coachhouses@gmail.com> wrote:

Charlie Ann: May I also provide information in the Manager's log?

Thanks,

Isabel

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Thanks,
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That is why we have the managers notebook. It is a communication tool that allows the BOD to see what is taking place re: your association, in real time, so that we do not have to duplicate communication.

I did receive another call re: that incident with the landscaper and they too advised that the landscaper had to ask you to calm down in order to have a civil conversation.

I just have not had the opportunity to update that entry.

Respectfully,



Charlie Ann Aldridge, LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1928 Salk Ave
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>

Sent: Wednesday, March 18, 2020 1:05 PM

To: Charlie Ann Aldridge <calldridge@sentrymgt.com>; Katie Ciccotelli <kclccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthvorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>

Subject: Manager's log

Charlie Ann: The next time you get a phone call from a homeowner stating I was yelling or being rude to someone, please relay such information to me. I do not need you to disclose who the individual is but I should be made aware of accusations against me which are being entered by you in our manager notebook.

Regards,
Isabel

EXHIBIT

2358

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,

Plaintiff

v.

Case No. 35-2020-CA-001647-AXXX-XX

Coach Houses at Leesburg Condominium
Association, Inc.,

Defendant

MOTION FOR CIVIL CONTEMPT AND ENFORCEMENT

William M. Windsor ("Windsor") files this Motion for Contempt pursuant to Florida Rules of Civil Procedure Rule 1.410, Florida Rules of Judicial Administration Rule 2.516, and the Court's Inherent Powers. Windsor shows the Court as follows:

1. Isabel Campbell failed to appear for the deposition she was commanded to attend by a Subpoena Duces Tecum signed and issued by the Clerk of Court. [EXHIBIT 2287.]

2. Isabel Campbell was served multiple times in multiple ways.

3. Isabel Campbell has willfully failed to comply with this Order.

4. Windsor references and incorporates herein his "VERIFIED

RESPONSE TO COACH HOUSES AT LEESBURG CONDOMINIUM

ASSOCIATION, INC'S EMERGENCY MOTION FOR PROTECTIVE ORDER,
MOTION TO STRIKE DEPOSITION NOTICES, AND INCORPORATED
MEMORANDUM OF LAW; AND PLAINTIFF'S MOTION FOR SANCTIONS"
filed 2/8/2021.

5. Florida Rules of Civil Procedure Rule 1.410 (f) provides for contempt: "Failure by any person without adequate excuse to obey a subpoena served on that person may be deemed a contempt of the court from which the subpoena issued."

6. Isabel Campbell was warned of this, and she violated the law and the Rules by failing to attend.

7. Isabel Campbell did not file a motion for a protective order.

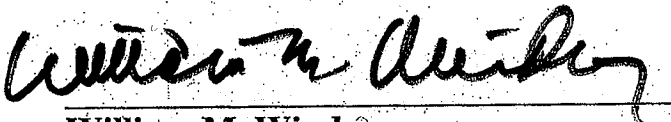
8. Christina Gierke advised Isabel Campbell, who is not her client, to refuse to attend the deposition.

WHEREFORE, Windsor respectfully requests that the Court do as follows:

- a. grant this Motion;
- b. issue an order finding Isabel Campbell in civil contempt;
- c. issue an order finding Christina Gierke in civil contempt;
- d. issue an order for a compensatory fine;
- e. issue an order of a coercive fine;
- f. issue an order incarcerating Isabel Campbell with a purge;
- g. issue an order sanctioning Isabel Campbell and Christina Gierke;

- h. issue an order compelling Isabel Campbell to produce the documents requested in the Subpoena Duces Tecum without objection, and provide each response in a separate envelope marked as to which request it responds;
- i. issue an order compelling Isabel Campbell and the Defendant to produce all documents requested in this case without objection, and provide each response in a separate envelope marked as to which request it responds;
- j. issue an order compelling Isabel Campbell to appear for a deposition without objection on February 13, 2020;
- k. issue an order warning Isabel Campbell that her failure to appear for this deposition will be considered criminal contempt;
- l. issue an order denying Isabel Campbell the ability to testify or offer any evidence in this matter; and
- m. grant such other relief as the Court deems appropriate.

This 9th day of February, 2021,


William M. Windsor

VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

This 9th day of February, 2021,


William M. Windsor

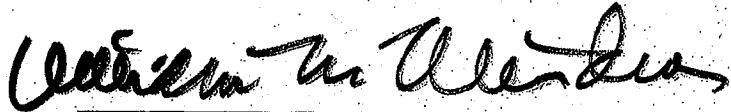
CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Motion for Contempt
by efile email:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

ISABEL CAMPBELL
isabelmcampbell@gmail.com; Isabel.campbell.coachhouses@gmail.com

This 9th day of February, 2021,



William M. Windsor
100 East Oak Terrace Drive, Unit B3
Leesburg, Florida 34748
352-577-9988
bill@billwindsor.com
billwindsor1@outlook.com

VERIFICATION

Personally appeared before me, the undersigned Notary Public duly authorized to administer oaths, William M. Windsor, who after being duly sworn deposes and states that he is authorized to make this verification and that the facts alleged in the foregoing are true and correct based upon his personal knowledge, except as to the matters herein stated to be alleged on information and belief, and that as to those matters he believes them to be true.

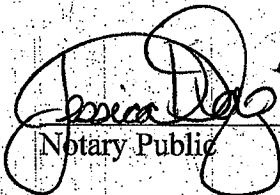
I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

This 10th day of February, 2021,



William M. Windsor

Sworn and subscribed before me this 10th day of February, 2021, by means of physical presence.


Notary Public

EXHIBIT

2359

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,
Plaintiff

v.

Case No. 35-2019-CA-001528

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

**PLAINTIFF'S NOTICE OF TAKING ORAL DEPOSITION OF
OMAR NUSEIBEH BY ZOOM**

PLEASE TAKE NOTICE that the Plaintiff, WILLIAM M. WINDSOR, will take the
ZOOM deposition of:

NAME: Omar Nuseibeh

DATE AND TIME: March 3, 2021 12:00 noon.

LOCATION: ZOOM, so wherever the named person can access a computer with a
microphone and camera.

This will be an oral examination before an officer duly authorized by law to take
depositions. The deposition is being taken for purposes of discovery, or use at trial, or for such
other purpose as is permitted under the applicable and governing Florida Rules of Civil
Procedure.

A subpoena duces tecum will be served on Omar Nuseibeh. The materials to be
produced are to be produced the day before the deposition to William M. Windsor, 100 East Oak
Terrace Drive, Unit B3, Leesburg, Florida 34748 or bill@billwindsor.com. Omar Nuseibeh must
produce each separate item requested for production in a file folder marked to show the date

requested and the item number of the request. Omar Nuseibeh must comply with Florida Rules of Civil Procedure Rule 1.280 (B) (6) if making a claim of privilege; any such claim must describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection.

The materials to be produced under the subpoena are:

1. All documents relating or referring to, or evidencing, reflecting, or constituting communication to WINDSOR, including emails.
2. All documents relating or referring to, or evidencing, reflecting, or constituting communication from WINDSOR, including emails.
3. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2019-CA-001528.
4. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2019-CA-001871.
5. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2020-CA-001438.
6. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2020-CA-001647.
7. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums.
8. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about associations.

9. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about legal work for condominiums or associations.
10. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials or tests about Florida Board Member Certification.
11. All documents relating or referring to, or evidencing, reflecting, or constituting communication or information about WINDSOR.
12. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about ASSOCIATION.
13. All documents relating or referring to, or evidencing, reflecting, or constituting information about purchases of condos at Coach Houses at Leesburg from 2016 to the present.
14. All documents relating or referring to, or evidencing, reflecting, or constituting information about membership in the ASSOCIATION including the ARTICLES, BYLAWS, DECLARATION, and RULES.
15. All documents relating or referring to, or evidencing, reflecting, or constituting your cell phone number.
16. All documents relating or referring to, or evidencing, reflecting, or constituting your addresses where you sleep.
17. All documents relating or referring to, or evidencing, reflecting, or constituting information about your purchase of a condo at Coach Houses. This should include your Deed.
18. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any Defendant in Case No. 35-2020-CA-1438.
19. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about C&M.

20. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about DBPR and WINDSOR.

21. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about DBPR and ASSOCIATION.

22. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any current or past member of the ASSOCIATION from 2016 to the present.

23. All communications on SENTRY's website for Directors and Officers of the ASSOCIATION.

24. All documents relating or referring to, or evidencing, reflecting, or constituting meetings or discussions by purported members of the Board of the ASSOCIATION from 2016 to the present.

25. All documents relating or referring to, or evidencing, reflecting, or constituting calendars showing meetings or discussions by purported members of the Board of the ASSOCIATION from 2016 to the present.

26. All documents relating or referring to, or evidencing, reflecting, or constituting notes or documents related to meetings or discussions by purported members of the Board of the ASSOCIATION from 2016 to the present.

27. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums, associations, or legal work for condominiums or associations.

28. All documents relating or referring to, or evidencing, reflecting, or constituting the SENTRY website.

29. All documents relating or referring to, or evidencing, reflecting, or constituting the "Board Room" on SENTRY'S website to include a demo of the site.

30. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint in any legal action filed by Windsor regarding the ASSOCIATION or SENTRY.

31. All documents relating or referring to, or evidencing, reflecting, or constituting communication with or about CLAYTON & MCCULLOH, NEAL McCULLOH, BRIAN HESS, or RUSSELL KLEMM.

32. All documents relating or referring to, or evidencing, reflecting, or constituting your drivers' license.

33. All documents relating or referring to, or evidencing, reflecting, or constituting your passport.

34. All documents relating or referring to, or evidencing, reflecting, or constituting licenses or permits for guns or weapons of any type.

35. Proof of election as an Officer of the ASSOCIATION.

36. Proof of election as a Director of the ASSOCIATION.

37. All communications on SENTRY's website for Directors and Officers of the ASSOCIATION.

38. All documents relating or referring to, or evidencing, reflecting, or constituting meetings or discussions by purported members of the Board of the ASSOCIATION.

39. All documents relating or referring to, or evidencing, reflecting, or constituting calendars showing meetings or discussions by purported members of the Board of the ASSOCIATION.

40. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums, associations, or legal work for condominiums or associations.

41. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint.

42. Contents from Correspondence Folder in CH referenced in EXHIBIT 2067 hereto, produced on the Flash Drive provided by the Coach Houses at Leesburg Condominium Association, Inc. on December 29, 2020.

43. Contents from Manager Notebook referenced in EXHIBIT 2067 hereto, produced on the Flash Drive provided by the Coach Houses at Leesburg Condominium Association, Inc. on December 29, 2020.

44. All documents relating or referring to, or evidencing, reflecting, or constituting communication with or about CLAYTON & MCCULLOH, NEAL McCULLOH, BRIAN HESS, or RUSSELL KLEMM.

I. Definitions

As used in this Request for Production of Documents ("REQUEST"), the following terms mean:

(a) "You" or "your" -- The person(s) to whom this REQUEST is addressed and all other persons acting or purporting to act on said person's behalf.

(b) "Document" -- Includes, without limitation, writings, emails (whether printed or not), agreements, contracts, and printed matter of every kind and description; data stored on a computer hard disk or other memory card, photographs and drawings; notes and records of any oral communications; e-mails and recordings (tape, disc or other) of oral communications.

(c) "Person" or "persons" -- Any individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission or any other entity.

(d) "Communicate" or "communication" -- Includes every manner or means of disclosure, transfer, or exchange and every disclosure, transfer or exchange of information, whether orally or by documents or whether face-to-face or by telephone, mail, personal delivery or otherwise.

(e) "Or" -- Shall be construed either conjunctively or disjunctively to bring within the scope of this REQUEST any information which might otherwise be construed to be outside their scope.

(f) "Complaint" -- The Complaint filed in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida assigned Case No. 35-2019-CA-001647-AXXX-XX.

(g) "Windsor" -- a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(h) "Plaintiff" -- William M. Windsor, a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(i) "Association" -- COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(j) "Bylaws" -- Bylaws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(k) "Articles" or "Articles of Incorporation" -- Articles of Incorporation of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(l) "Declaration" -- Declaration of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(m) "RULES" – RULES of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(n) (j) "OMAR" or "OMAR NUSEIBEH" an owner of the ASSOCIATION who has resided at 100 East Oak Terrace Drive Unit G4, Leesburg, Florida 34748.

(o) "VICKI" or "VICKI HEDRICK". She resides at 100 East Oak Terrace Drive Unit E3, Leesburg, Florida 34748.

(p) "KAREN" or "KAREN BOLLINGER". She resides at 100 East Oak Terrace Drive Unit A1, Leesburg, Florida 34748.

(q) "SHEHNEELA" or "SHEHNEELA ARSHI". She resides at 100 East Oak Terrace Drive Unit D2, Leesburg, Florida 34748.

(r) "MARTA" or "MARTA CARBAJO". She resides at 100 East Oak Terrace Drive Unit A4, Leesburg, Florida 34748.

(s) "HOWIE" or "HOWARD SOLOW". He resides at 100 East Oak Terrace Drive Unit B2, Leesburg, Florida 34748.

(t) "ISABEL" or "ISABEL CAMPBELL". She owns the condominium at 100 East Oak Terrace Drive Unit F2, Leesburg, Florida 34748.

(u) "SERGIO" or "SERGIO NAUMOFF". He resides at 100 East Oak Terrace Drive Unit F3, Leesburg, Florida 34748.

(v) "ED" or "ED BROOM, JR.". He resides at 100 East Oak Terrace Drive Unit B1, Leesburg, Florida 34748.

(w) "SUE" or "SUE YOKLEY". She resides at 100 East Oak Terrace Drive Unit C3, Leesburg, Florida 34748.

(x) "WENDY" or "WENDY KRAUSS". She resides at, 100 East Oak Terrace Drive Unit E4, Leesburg, Florida 34748.

(y) "SENTRY" or "SENTRY MANAGEMENT, INC." is the management company for the ASSOCIATION in Lake County, Florida.

(z) "CHARLIE ANN" or "CHARLIE ANN ALDRIDGE" is an employee or former employee of SENTRY.

(aa) "BRAD" or "BRAD POMP" is an employee of SENTRY.

(bb) "ART" or "ART SWANTON" is an employee or former employee of SENTRY.

(cc) "C&M" or "CLAYTON & McCULLOH, P.A." is the law firm representing the ASSOCIATION.

(dd) "HESS" or "BRIAN HESS" is an employee of C&M who is representing the ASSOCIATION.

(ee) "McCULLOH" or "NEAL McCULLOH" is an employee of C&M who is representing the ASSOCIATION.

(ff) "KLEMM" or "RUSSELL KLEMM" is an employee of C&M who is representing the ASSOCIATION.

(gg) "DBPR" or "FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION" is the state entity that manages condominium developments.

(hh) "MAHLON" or "RHANEY" or "MAHLON C. RHANEY" is an employee of DBPR.

(ii) "LEAH" or "SIMMS" or "LEAH SIMMS" is an employee of DBPR.

(jj) "DOES" are other owners of the ASSOCIATION who reside at 100 East Oak Terrace Drive, Leesburg, Florida 34748.

Dated in Leesburg, Florida this 13th day of February, 2021,



William M. Windsor
Pro Se

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Russell E. Klemm
Clayton & McCulloh
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751
rklemm@clayton-mcculloh.com
cpraria@clayton-mcculloh.com

Omar Nuseibeh
omar@netmdi.com

This 13th day of February, 2021.



William M. Windsor

Exhibit

2067

Archived: Wednesday, March 25, 2020 1:48:49 PM
From: Charlie Ann Aldridge
Sent: Friday, March 20, 2020 2:08:36 PM
To: Jennifer Myles
Cc: Katie Ciccotelli
Subject: FW: Manager's log
Response requested: No
Sensitivity: Normal

Please upload the email below, to the correspondence folder in CH, 003120.

Thank you.

Respectfully,

Click [here](#) for Sentry Management's office support team availability in response to COVID-19
Click [here](#) for the message from Brad Pomp, President-Sentry Management



Charlie Ann Aldridge, LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1928 Salk Ave
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>
Sent: Wednesday, March 18, 2020 5:30 PM
To: Charlie Ann Aldridge <caldrige@sentrymgt.com>
Cc: Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>
Subject: Re: Manager's log

Charlie Ann: Thanks for updating your manager notebook with owners comments regarding my conversation with Edward.

I would like you to note in your entry that I expressed my disappointment to Edward regarding his service based on the condition of the grounds. I noted the encumbering tree near building A which was suppose to be taken care of weeks prior as well as the pruning of crepe myrtles (Edward informed me that his trailer was in the shop, I asked next time there is a delay I would appreciate an email so when I am approached by an owner regarding an issue, I am able to respond...he agreed), the empty plastic water bottles underneath bushes (he said he would have his crew pick them up), the scattered dead branches in the hedge beds (he said he would have his crew pick them up), the random cement scattered throughout the property which his crew mows over week in and week out (he said he did not know if he should pick them up), the numerous dead stumps left standing (he said he would take care of them), the continuous cutting of cable lines (he said he would tell his crew to be more careful and that the cable company should pay for that), and a few other items.

The sheer volume of items is due to the property not being walked through for a long time.

Please be advised on the 10th of this month I asked Edward to send a proposal for clean up work on two trees, clean up of all the scattered cement, and repair to the sunken and broken ground drains which are a liability to the association. I asked him if he did mulch which he replied he did. I also asked Edward to copy me on all emails between the two of you.

I have not received an email proposal.

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Isabel

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Charlie Ann: You are right. I will read the entries...no need to duplicate.

Thanks,
Isabel

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Isabel:

That is why we have the managers notebook. It is a communication tool that allows the BOD to see what is taking place re: your association, in real time, so that we do not have to duplicate communication.

I did receive another call re: that incident with the landscaper and they too advised that the landscaper had to ask you to calm down in order to have a civil conversation.

I just have not had the opportunity to update that entry.

Respectfully,



Charlie Ann Aldridge, LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1928 Salk Ave
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>

Sent: Wednesday, March 18, 2020 1:05 PM

To: Charlie Ann Aldridge <caldrige@sentrymgt.com>; Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>

Subject: Manager's log

Charlie Ann: The next time you get a phone call from a homeowner stating I was yelling or being rude to someone, please relay such information to me. I do not need you to disclose who the individual is but I should be made aware of accusations against me which are being entered by you in our manager notebook.

Regards,
Isabel

EXHIBIT

2360

Re: Order Granting Motion to Require Pro Se Plaintiff's Submissions to the Court be Signed by a Member of the FL Bar entered in 2020-CA-1438 on Friday, 02/12/21 (was RE: Notice of Depositions)

Omar Nuseibeh <omar@netmdi.com>

Mon 2/15/2021 9:47 AM

To: William Michael Windsor <billwindsor1@outlook.com>

Good morning Christie

To be clear, we can ignore Mr Windsor's repeated emails and attachments to us then, and hopefully yet get a cease and desist order for him to not bother us any more in any form of contact?

Thank you

Omar

Sent from my iPhone X

EXHIBIT


2362

Deposition of Omar

William Michael Windsor <billwindsor1@outlook.com>

Sat 2/13/2021 9:58 AM

To: Omar Nuseibeh <omar@netmdi.com>; rklemm@clayton-mcculloh.com <rklemm@clayton-mcculloh.com>; Christine Praria <cpraria@clayton-mcculloh.com>

 1 attachments (864 KB)

2019-CA-1528-Notice-of-Deposition-Omar-Nuseibeh-2021-02-13.pdf;

Deposition of Omar

William Michael Windsor
billwindsor1@outlook.com

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,
Plaintiff

v.

Case No. 35-2019-CA-001528

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

**PLAINTIFF'S NOTICE OF TAKING ORAL DEPOSITION OF
OMAR NUSEIBEH BY ZOOM**

PLEASE TAKE NOTICE that the Plaintiff, WILLIAM M. WINDSOR, will take the
ZOOM deposition of:

NAME: Omar Nuseibeh

DATE AND TIME: March 3, 2021 12:00 noon.

LOCATION: ZOOM, so wherever the named person can access a computer with a
microphone and camera.

This will be an oral examination before an officer duly authorized by law to take
depositions. The deposition is being taken for purposes of discovery, or use at trial, or for such
other purpose as is permitted under the applicable and governing Florida Rules of Civil
Procedure.

A subpoena duces tecum will be served on Omar Nuseibeh. The materials to be
produced are to be produced the day before the deposition to William M. Windsor, 100 East Oak
Terrace Drive, Unit B3, Leesburg, Florida 34748 or bill@billwindsor.com. Omar Nuseibeh must
produce each separate item requested for production in a file folder marked to show the date

requested and the item number of the request. Omar Nuseibeh must comply with Florida Rules of Civil Procedure Rule 1.280 (B) (6) if making a claim of privilege; any such claim must describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection

The materials to be produced under the subpoena are:

1. All documents relating or referring to, or evidencing, reflecting, or constituting communication to WINDSOR, including emails.
2. All documents relating or referring to, or evidencing, reflecting, or constituting communication from WINDSOR, including emails.
3. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2019-CA-001528.
4. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2019-CA-001871.
5. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2020-CA-001438.
6. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any issue in Case No. 35-2020-CA-001647.
7. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums.
8. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about associations.

9. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about legal work for condominiums or associations.

10. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials or tests about Florida Board Member Certification.

11. All documents relating or referring to, or evidencing, reflecting, or constituting communication or information about WINDSOR.

12. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about ASSOCIATION.

13. All documents relating or referring to, or evidencing, reflecting, or constituting information about purchases of condos at Coach Houses at Leesburg from 2016 to the present.

14. All documents relating or referring to, or evidencing, reflecting, or constituting information about membership in the ASSOCIATION including the ARTICLES, BYLAWS, DECLARATION, and RULES.

15. All documents relating or referring to, or evidencing, reflecting, or constituting your cell phone number.

16. All documents relating or referring to, or evidencing, reflecting, or constituting your addresses where you sleep.

17. All documents relating or referring to, or evidencing, reflecting, or constituting information about your purchase of a condo at Coach Houses. This should include your Deed.

18. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any Defendant in Case No. 35-2020-CA-1438.

19. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about C&M.

20. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about DBPR and WINDSOR.

21. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about DBPR and ASSOCIATION.

22. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any current or past member of the ASSOCIATION from 2016 to the present.

23. All communications on SENTRY's website for Directors and Officers of the ASSOCIATION.

24. All documents relating or referring to, or evidencing, reflecting, or constituting meetings or discussions by purported members of the Board of the ASSOCIATION from 2016 to the present.

25. All documents relating or referring to, or evidencing, reflecting, or constituting calendars showing meetings or discussions by purported members of the Board of the ASSOCIATION from 2016 to the present.

26. All documents relating or referring to, or evidencing, reflecting, or constituting notes or documents related to meetings or discussions by purported members of the Board of the ASSOCIATION from 2016 to the present.

27. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums, associations, or legal work for condominiums or associations.

28. All documents relating or referring to, or evidencing, reflecting, or constituting the SENTRY website.

29. All documents relating or referring to, or evidencing, reflecting, or constituting the "Board Room" on SENTRY'S website to include a demo of the site.

30. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint in any legal action filed by Windsor regarding the ASSOCIATION or SENTRY.

31. All documents relating or referring to, or evidencing, reflecting, or constituting communication with or about CLAYTON & MCCULLOH, NEAL McCULLOH, BRIAN HESS, or RUSSELL KLEMM.

32. All documents relating or referring to, or evidencing, reflecting, or constituting your drivers' license.

33. All documents relating or referring to, or evidencing, reflecting, or constituting your passport.

34. All documents relating or referring to, or evidencing, reflecting, or constituting licenses or permits for guns or weapons of any type.

35. Proof of election as an Officer of the ASSOCIATION.

36. Proof of election as a Director of the ASSOCIATION.

37. All communications on SENTRY's website for Directors and Officers of the ASSOCIATION.

38. All documents relating or referring to, or evidencing, reflecting, or constituting meetings or discussions by purported members of the Board of the ASSOCIATION.

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40. All documents relating or referring to, or evidencing, reflecting, or constituting training or educational materials about condominiums, associations, or legal work for condominiums or associations.

41. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint.

42. Contents from Correspondence Folder in CH referenced in EXHIBIT 2067 hereto, produced on the Flash Drive provided by the Coach Houses at Leesburg Condominium Association, Inc. on December 29, 2020.

43. Contents from Manager Notebook referenced in EXHIBIT 2067 hereto, produced on the Flash Drive provided by the Coach Houses at Leesburg Condominium Association, Inc. on December 29, 2020.

44. All documents relating or referring to, or evidencing, reflecting, or constituting communication with or about CLAYTON & MCCULLOH, NEAL McCULLOH, BRIAN HESS, or RUSSELL KLEMM.

I. Definitions

As used in this Request for Production of Documents ("REQUEST"), the following terms mean:

(a) "You" or "your" -- The person(s) to whom this REQUEST is addressed and all other persons acting or purporting to act on said person's behalf.

(b) "Document" -- Includes, without limitation, writings, emails (whether printed or not), agreements, contracts, and printed matter of every kind and description; data stored on a computer hard disk or other memory card, photographs and drawings; notes and records of any oral communications; e-mails and recordings (tape, disc or other) of oral communications.

(c) "Person" or "persons" -- Any individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission or any other entity.

(d) "Communicate" or "communication" -- Includes every manner or means of disclosure, transfer, or exchange and every disclosure, transfer or exchange of information, whether orally or by documents or whether face-to-face or by telephone, mail, personal delivery or otherwise.

(e) "Or" -- Shall be construed either conjunctively or disjunctively to bring within the scope of this REQUEST any information which might otherwise be construed to be outside their scope.

(f) "Complaint" -- The Complaint filed in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida assigned Case No. 35-2019-CA-001647-AXXX-XX.

(g) "Windsor" -- a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(h) "Plaintiff" -- William M. Windsor, a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(i) "Association" -- COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(j) "Bylaws" -- Bylaws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(k) "Articles" or "Articles of Incorporation" -- Articles of Incorporation of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(l) "Declaration" -- Declaration of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(m) "RULES" – RULES of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(n) (j) "OMAR" or "OMAR NUSEIBEH" an owner of the ASSOCIATION who has resided at 100 East Oak Terrace Drive Unit G4, Leesburg, Florida 34748.

(o) "VICKI" or "VICKI HEDRICK". She resides at 100 East Oak Terrace Drive Unit E3, Leesburg, Florida 34748.

(p) "KAREN" or "KAREN BOLLINGER". She resides at 100 East Oak Terrace Drive Unit A1, Leesburg, Florida 34748.

(q) "SHEHNEELA" or "SHEHNEELA ARSHI". She resides at 100 East Oak Terrace Drive Unit D2, Leesburg, Florida 34748.

(r) "MARTA" or "MARTA CARBAJO". She resides at 100 East Oak Terrace Drive Unit A4, Leesburg, Florida 34748.

(s) "HOWIE" or "HOWARD SOLOW". He resides at 100 East Oak Terrace Drive Unit B2, Leesburg, Florida 34748.

(t) "ISABEL" or "ISABEL CAMPBELL". She owns the condominium at 100 East Oak Terrace Drive Unit F2, Leesburg, Florida 34748.

(u) "SERGIO" or "SERGIO NAUMOFF". He resides at 100 East Oak Terrace Drive Unit F3, Leesburg, Florida 34748.

(v) "ED" or "ED BROOM, JR.". He resides at 100 East Oak Terrace Drive Unit B1, Leesburg, Florida 34748.

(w) "SUE" or "SUE YOKLEY". She resides at 100 East Oak Terrace Drive Unit C3, Leesburg, Florida 34748.

(x) "WENDY" or "WENDY KRAUSS". She resides at, 100 East Oak Terrace Drive Unit E4, Leesburg, Florida 34748.

(y) "SENTRY" or "SENTRY MANAGEMENT, INC." is the management company for the ASSOCIATION in Lake County, Florida.

(z) "CHARLIE ANN" or "CHARLIE ANN ALDRIDGE" is an employee or former employee of SENTRY.

(aa) "BRAD" or "BRAD POMP" is an employee of SENTRY.

(bb) "ART" or "ART SWANTON" is an employee or former employee of SENTRY.

(cc) "C&M" or "CLAYTON & McCULLOH, P.A." is the law firm representing the ASSOCIATION.

(dd) "HESS" or "BRIAN HESS" is an employee of C&M who is representing the ASSOCIATION.

(ee) "McCULLOH" or "NEAL McCULLOH" is an employee of C&M who is representing the ASSOCIATION.

(ff) "KLEMM" or "RUSSELL KLEMM" is an employee of C&M who is representing the ASSOCIATION.

(gg) "DBPR" or "FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION" is the state entity that manages condominium developments.

(hh) "MAHLON" or "RHANEY" or "MAHLON C. RHANEY" is an employee of DBPR.

(ii) "LEAH" or "SIMMS" or "LEAH SIMMS" is an employee of DBPR.

(jj) "DOES" are other owners of the ASSOCIATION who reside at 100 East Oak Terrace Drive, Leesburg, Florida 34748.

Dated in Leesburg, Florida this 13th day of February, 2021,



William M. Windsor
Pro Se

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic
Mail:

Russell E. Klemm
Clayton & McCulloh
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751
rklemm@clayton-mcculloh.com
cpraria@clayton-mcculloh.com

Omar Nuseibeh
omar@netmdi.com

This 13th day of February, 2021.



William M. Windsor

Exhibit

2067

Archived: Wednesday, March 25, 2020 1:48:49 PM
From: Charlie Ann Aldridge
Sent: Friday, March 20, 2020 2:08:36 PM
To: Jennifer Myles
Cc: Katie Ciccotelli
Subject: FW: Manager's log
Response requested: No
Sensitivity: Normal

Please upload the email below, to the correspondence folder in CH, 003120.

Thank you.

Respectfully,

Click [here](#) for Sentry Management's office support team availability in response to COVID-19
Click [here](#) for the message from Brad Pomp, President-Sentry Management



Charlie Ann Aldridge, LCAM, CPM, FL RE License

Community Association Manager

Sentry Management Inc

1928 Salk Ave

Tavares FL 32778

352-343-5706 ext 58010

352-343-5123 (fax)

www.sentrymgmt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>

Sent: Wednesday, March 18, 2020 5:30 PM

To: Charlie Ann Aldridge <caldrige@sentrymgmt.com>

Cc: Katie Ciccotelli <kciccotelli@sentrymgmt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <knitworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>

Subject: Re: Manager's log

Charlie Ann: Thanks for updating your manager notebook with owners comments regarding my conversation with Edward.

I would like you to note in your entry that I expressed my disappointment to Edward regarding his service based on the condition of the grounds. I noted the encumbering tree near building A which was suppose to be taken care of weeks prior as well as the pruning of crepe myrtles (Edward informed me that his trailer was in the shop, I asked next time there is a delay I would appreciate an email so when I am approached by an owner regarding an issue, I am able to respond...he agreed), the empty plastic water bottles underneath bushes (he said he would have his crew pick them up), the scattered dead branches in the hedge beds (he said he would have his crew pick them up), the random cement scattered throughout the property which his crew mows over week in and week out (he said he did not know if he should pick them up), the numerous dead stumps left standing (he said he would take care of them), the continuous cutting of cable lines (he said he would tell his crew to be more careful and that the cable company should pay for that), and a few other items.

The sheer volume of items is due to the property not being walked through for a long time.

Please be advised on the 10th of this month I asked Edward to send a proposal for clean up work on two trees, clean up of all the scattered cement, and repair to the sunken and broken ground drains which are a liability to the association. I asked him if he did mulch which he replied he did. I also asked Edward to copy me on all emails between the two of you.

I have not received an email proposal.

Regards,
Isabel

On Wed, Mar 18, 2020 at 3:35 PM Isabel Campbell <isabel.campbell.coachhouses@gmail.com> wrote:

Charlie Ann: May I also provide information in the Manager's log?

Thanks,

Isabel

On Wed, Mar 18, 2020 at 3:33 PM Isabel Campbell <isabel.campbell.coachhouses@gmail.com> wrote:

Charlie Ann: You are right. I will read the entries...no need to duplicate.

Thanks,
Isabel

On Wed, Mar 18, 2020 at 3:11 PM Charlie Ann Aldridge <calldridge@sentrymgt.com> wrote:

Isabel:

That is why we have the managers notebook. It is a communication tool that allows the BOD to see what is taking place re: your association, in real time, so that we do not have to duplicate communication.

I did receive another call re: that incident with the landscaper and they too advised that the landscaper had to ask you to calm down in order to have a civil conversation.

I just have not had the opportunity to update that entry.

Respectfully,



Charlie Ann Aldridge, LCAM, CPM, FL RE License
Community Association Manager
Sentry Management Inc
1928 Salk Ave
Tavares FL 32778
352-343-5706 ext 58010
352-343-5123 (fax)
www.sentrymgt.com

From: Isabel Campbell <isabel.campbell.coachhouses@gmail.com>

Sent: Wednesday, March 18, 2020 1:05 PM

To: Charlie Ann Aldridge <calldridge@sentrymgt.com>; Katie Ciccotelli <kciccotelli@sentrymgt.com>; sergio naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <kntworthyorknot@gmail.com>; Edward Broom Jr. <boardebroomjr@outlook.com>

Subject: Manager's log

Charlie Ann: The next time you get a phone call from a homeowner stating I was yelling or being rude to someone, please relay such information to me. I do not need you to disclose who the individual is but I should be made aware of accusations against me which are being entered by you in our manager notebook.

Regards,
Isabel

EXHIBIT

2363

2020-CA-001647 and 2020-CA-001438: Criminal Activity?

William Michael Windsor <billwindsor1@outlook.com>

Fri 2/12/2021 6:56 PM

To: Christina Bredahl Gierke <Christina.Gierke@csklegal.com>; Allison P. Barkett <Allison.Barkett@csklegal.com>; Kirbie R. Caruso <Kirbie.Caruso@csklegal.com>

Ms. Gierke:

Once before, I experienced a case where the other party and their attorney lied again and again and again. When we took their depositions, they admitted the whole case was a lie. My attorney told me the only reason he could think of that they would do this was if they knew there would be no consequences to them.

We documented it all for the Court. She wasn't interested. They applied for a summary judgment, and it was granted in a long order that contained 200 false statements by the judge. I know she was either paid off or was otherwise influenced to do what she did.

I'm now getting the same aroma from these cases. Have any of the Defendants and/or their attorneys bribed Mosley and Baxley?

How can you continue to lie your posterior off about my Complaint in 1647 with this ridiculous claim of inspection of records? That's the kind of thing someone will say to a judge because they know the fix is in.

I've told you before that if you continue to make that argument, I will do everything in my power to try to get you disbarred. I've got tons of proof that the facts were in front of you again and again, and you just kept lying.

THIS IS NOT A THREAT. Bar complaints to follow. I will also be filing complaints with the police, the State's Attorney, and Santa.

P.S. I'm going to start inserting something random in every filing so I can use them to prove Baxley never reviewed them.

William Michael Windsor
billwindsor1@outlook.com

EXHIBIT

2364

Notice of Depositions

William Michael Windsor <billwindsor1@outlook.com>

Sat 2/13/2021 7:40 AM

To: isabelmcampbell@gmail.com <isabelmcampbell@gmail.com>; isabel.campbell.coachhouses@gmail.com <isabel.campbell.coachhouses@gmail.com>; Edward Broom <BoardEBroomJr@outlook.com>; Sergio Naumoff <sergret62@yahoo.com>; wndkrauss@comcast.net <wndkrauss@comcast.net>; Sue Yokley <knitworthyorknot@gmail.com>; luz.tipton@gmail.com <luz.tipton@gmail.com>; Larry Lunsford <lunsfordlarry744@gmail.com>; donnahey@msn.com <donnahey@msn.com>; DENISE KING <dlking1957@comcast.net>; jjlynn_1998@yahoo.com <jjlynn_1998@yahoo.com>; golddust66@embarqmail.com <golddust66@embarqmail.com>; Jason Chandler <jeichandler@yahoo.com>; janeosteen@aol.com <janeosteen@aol.com>; billwindsor1@outlook.com <billwindsor1@outlook.com>; johnosteen708 <johnosteen708@gmail.com>; Karen Meade <meadek@lssc.edu>; rutigs@gmail.com <rutigs@gmail.com>; christina.a.campbell@gmail.com <christina.a.campbell@gmail.com>; drignall@gmail.com <drignall@gmail.com>
Bcc: billwindsor1@outlook.com <billwindsor1@outlook.com>

📎 1 attachments (909 KB)

2019-CA-1647-Subpoena-Duces-Tecum-for-Deposition-Marta-Carbajo-2021-02-08.pdf

I have issued or will issue Notices of Depositions in Lake County Case No. 35-2019-CA-1871 for many of you receiving this email if you lived at Coach Houses in March 2019, including current and former owners of condos at Coach Houses, Sentry and people currently or formerly with Sentry, Clayton & McCulloh and people currently or formerly with Clayton & McCulloh, DBPR and people currently or formerly with DBPR. All of you have information about the lawsuit and Coach Houses. You will also receive a notice for Lake County Case No. 35-2019-CA-1528 if you lived at Coach Houses in February 2019.

If you would like to request a date, please email me at bill@billwindsor.com. If I don't hear from you, I will choose the date.

You will be subpoenaed by the Court. Attached is an example. You will be asked to produce documents in your possession, custody, or control prior to your deposition.

Your attendance at the deposition will be by court order. Check with your attorney, but I believe the subpoena has the force of a court order, and your failure to appear is likely to result in a court order of contempt and order compelling you to appear. I am not an attorney; I represent myself "pro se."

The depositions will be by Zoom, so you will need a computer device with a microphone and camera. You will be sworn in, and your testimony will be under penalty of perjury.

Please provide me with your current email address and telephone number so the court reporter can send you the Zoom link and information. Please email me with any questions.

William Michael Windsor

bill@billwindsor.com

352-577-9988

100 East Oak Terrace Drive, Unit B3

Leesburg, Florida 34748

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

SUBPOENA DUCES TECUM FOR DEPOSITION

THE STATE OF FLORIDA:

TO: Marta Carbajo

YOU ARE COMMANDED to appear before a person authorized by law to take depositions via ZOOM.

The deposition will be held on March 3, 2021 at 9:00 a.m. You will be testifying in this action, and you are to have with you at that time and place the documents on Exhibit A hereto and shall have provided a copy of each to William M. Windsor in advance.

You are subpoenaed to appear by William M. Windsor, and unless excused from this subpoena by William M. Windsor or the court, you must respond to this subpoena as directed.

DATE: 2/4/21


DEPUTY CLERK

Name: Shari Durham



Party: William M. Windsor
Address: 100 East Oak Terrace Drive, Unit B3
Leesburg, Florida 34748
Phone: 352-805-7887
Email: bill@billwindsor.com

Any minor subpoenaed for testimony has the right to be accompanied by a parent or guardian at all times during the taking of testimony notwithstanding the invocation of the rule of sequestration of section 90.616, Florida Statutes, except on a showing that the presence of a parent or guardian is likely to have a material, negative impact on the credibility or accuracy of the minor's testimony, or that the interests of the parent or guardian are in actual or potential conflict with the interests of the minor.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact [identify applicable court personnel by name, address, and telephone number] at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

Marta Carbajo
martacarbajo@yahoo.com

This 4th day of February, 2021.



William M. Windsor

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

**PLAINTIFF'S AMENDED NOTICE OF TAKING ORAL DEPOSITION OF
MARTA CARBAJO BY ZOOM**

PLEASE TAKE NOTICE that the Plaintiff, WILLIAM M. WINDSOR, will take the
ZOOM deposition of:

NAME: Marta Carbajo

DATE AND TIME: March 3, 2021 9:00 a.m.

LOCATION: ZOOM, so wherever the named person can access a computer with a
microphone and camera.

This will be an oral examination before an officer duly authorized by law to take
depositions. The deposition is being taken for purposes of discovery, or use at trial, or for such
other purpose as is permitted under the applicable and governing Florida Rules of Civil
Procedure.

A subpoena duces tecum will be served on the person to be examined. The materials to
be produced are to be produced the day before the deposition to William M. Windsor, 100 East
Oak Terrace Drive, Unit B3, Leesburg, Florida 34748 or bill@billwindsor.com. The materials to
be produced under the subpoena are:

1. All documents relating or referring to, or evidencing, reflecting, or constituting communication to WINDSOR.
2. All documents relating or referring to, or evidencing, reflecting, or constituting communication from WINDSOR.
3. All documents relating or referring to, or evidencing, reflecting, or constituting communication or information about WINDSOR.
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7. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any Defendant in Case No. 35-2020-CA-1438.
8. All documents relating or referring to, or evidencing, reflecting, or constituting information about any issue in Case No. 35-2020-CA-001647.
9. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about C&M.
10. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about DBPR and WINDSOR.
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12. All documents relating or referring to, or evidencing, reflecting, or constituting communication to, from, or about any current or past member of the ASSOCIATION from 2016 to the present.

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20. All documents relating or referring to, or evidencing, reflecting, or constituting anything relative to facts, issues, or causes of action in the Complaint in any legal action filed by Windsor regarding the ASSOCIATION or SENTRY.

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(c) "Person" or "persons" -- Any individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission or any other entity.

(d) "Communicate" or "communication" -- Includes every manner or means of disclosure, transfer, or exchange and every disclosure, transfer or exchange of information, whether orally or by documents or whether face-to-face or by telephone, mail, personal delivery or otherwise.

(e) "Or" -- Shall be construed either conjunctively or disjunctively to bring within the scope of this REQUEST any information which might otherwise be construed to be outside their scope.

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(g) "Windsor" -- a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(h) "Plaintiff" -- William M. Windsor, a resident of Lake County, Florida. He resides at 100 East Oak Terrace Drive Unit B3, Leesburg, Florida 34748, billwindsor1@outlook.com.

(i) "Association" -- COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(j) "Bylaws" -- Bylaws of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(k) "Articles" or "Articles of Incorporation" -- Articles of Incorporation of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(l) "Declaration" -- Declaration of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(m) "RULES" -- RULES of COACH HOUSES AT LEESBURG CONDOMINIUM ASSOCIATION, INC.

(n) (j) "OMAR" or "OMAR NUSEIBEH" an owner of the ASSOCIATION who has resided at 100 East Oak Terrace Drive Unit G4, Leesburg, Florida 34748.

(o) "VICKI" or "VICKI HEDRICK". She resides at 100 East Oak Terrace Drive Unit E3, Leesburg, Florida 34748.

(p) "KAREN" or "KAREN BOLLINGER". She resides at 100 East Oak Terrace Drive Unit A1, Leesburg, Florida 34748.

(q) "SHEHNEELA" or "SHEHNEELA ARSHI". She resides at 100 East Oak Terrace Drive Unit D2, Leesburg, Florida 34748.

(r) "MARTA" or "MARTA CARBAJO". She resides at 100 East Oak Terrace Drive Unit A4, Leesburg, Florida 34748.

(s) "HOWIE" or "HOWARD SOLOW". He resides at 100 East Oak Terrace Drive Unit B2, Leesburg, Florida 34748.

(t) "ISABEL" or "ISABEL CAMPBELL". She owns the condominium at 100 East Oak Terrace Drive Unit F2, Leesburg, Florida 34748.

(u) "SERGIO" or "SERGIO NAUMOFF". He resides at 100 East Oak Terrace Drive Unit F3, Leesburg, Florida 34748.

(v) "ED" or "ED BROOM, JR.". He resides at 100 East Oak Terrace Drive Unit B1, Leesburg, Florida 34748.

(w) "SUE" or "SUE YOKLEY". She resides at 100 East Oak Terrace Drive Unit C3, Leesburg, Florida 34748.

(x) "WENDY" or "WENDY KRAUSS". She resides at 100 East Oak Terrace Drive Unit E4, Leesburg, Florida 34748.

(y) "SENTRY" or "SENTRY MANAGEMENT, INC." is the management company for the ASSOCIATION in Lake County, Florida.

(z) "CHARLIE ANN" or "CHARLIE ANN ALDRIDGE" is an employee or former employee of SENTRY.

(aa) "BRAD" or "BRAD POMP" is an employee of SENTRY.

(bb) "ART" or "ART SWANTON" is an employee or former employee of SENTRY.

(cc) "C&M" or "CLAYTON & McCULLOH, P.A." is the law firm representing the ASSOCIATION.

(dd) "HESS" or "BRIAN HESS" is an employee of C&M who is representing the ASSOCIATION.

(ee) "McCULLOH" or "NEAL McCULLOH" is an employee of C&M who is representing the ASSOCIATION.

(ff) "KLEMM" or "RUSSELL KLEMM" is an employee of C&M who is representing the ASSOCIATION.

(gg) "DBPR" or "FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION" is the state entity that manages condominium developments.

(hh) "MAHLON" or "RHANEY" or "MAHLON C. RHANEY" is an employee of DBPR.

(ii) "LEAH" or "SIMMS" or "LEAH SIMMS" is an employee of DBPR.

(jj) "DOES" are other owners of the ASSOCIATION who reside at 100 East Oak Terrace Drive, Leesburg, Florida 34748.

Dated in Leesburg, Florida this 4th day of February, 2021,

William M. Windsor
Pro Se

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

Marta Carbajo
martacarbajo@yahoo.com

This 4th day of February, 2021.



William M. Windsor

EXHIBIT

2365

Re: Order Granting Motion to Require Pro Se Plaintiff's Submissions to the Court be Signed by a Member of the FL Bar entered in 2020-CA-1438 on Friday, 02/12/21 (was RE: Notice of Depositions)

William Michael Windsor <billwindsor1@outlook.com>

Mon 2/15/2021 9:53 AM

To: Omar Nuseibeh <omar@netmdi.com>

Cc: Christina Bredahl Gierke <Christina.Gierke@csklegal.com>; Allison P. Barkett <Allison.Barkett@csklegal.com>; Kirbie R. Caruso <Kirbie.Caruso@csklegal.com>

Thanks for the email, Omar. You are a witness. You were the King of the Corruption.

Good luck on that cease and desist order. Neither Christina Gierke nor Christine Praria are your attorney. I want to see all communications with them.

William Michael Windsor
billwindsor1@outlook.com

EXHIBIT

2366

Request for Production: Emails with Omar

William Michael Windsor <billwindsor1@outlook.com>

Mon 2/15/2021 10:01 AM

To: Christina Bredahl Gierke <Christina.Gierke@csklegal.com>; Allison P. Barkett <Allison.Barkett@csklegal.com>; Kirbie R. Caruso <Kirbie.Caruso@csklegal.com>; Christine Praria <cpraria@clayton-mcculloh.com>; rklemm@clayton-mcculloh.com <rklemm@clayton-mcculloh.com>

Which one of you "Christies" emails Omar?

He is not a client, and I demand to see all communications with him. Please advise which of you told him he didn't have to respond to me.

I will file a Bar Complaint on this.

William Michael Windsor
billwindsor1@outlook.com

EXHIBIT

2367

35-2019-CA-001647: Meet and Confer on Legal Abuse

William Michael Windsor <billwindsor1@outlook.com>

Mon 2/15/2021 11:27 AM

To: Christina Bredahl Gierke <Christina.Gierke@csklegal.com>; Allison P. Barkett <Allison.Barkett@csklegal.com>; Kirbie R. Caruso <Kirbie.Caruso@csklegal.com>

I am filing an EMERGENCY MOTION to have you disqualified from representation in this case. I will seek an evidentiary hearing. I will demand an immediate setting because this really is an emergency.

We have "conferred" on this, and you have refused to respond.

It may be a criminal violation to advise people to ignore legal documents and refuse to appear for depositions and testify. 914.22 seems to apply. If I find that is the case here as I understood it to be in federal courts, I will seek to have you charged criminally.

Perhaps you should file a notice of withdrawal as counsel in light of what you have done.

William Michael Windsor
billwindsor1@outlook.com

EXHIBIT

2368

The 2020 Florida Statutes

Title XLVII
CRIMINAL PROCEDURE AND
CORRECTIONS

Chapter 914
WITNESSES; CRIMINAL
PROCEEDINGS

[View Entire
Chapter](#)

914.22 Tampering with or harassing a witness, victim, or informant; penalties.—

(1) A person who knowingly uses intimidation or physical force, or threatens another person, or attempts to do so, or engages in misleading conduct toward another person, or offers pecuniary benefit or gain to another person, with intent to cause or induce any person to:

- (a) Withhold testimony, or withhold a record, document, or other object, from an official investigation or official proceeding;
- (b) Alter, destroy, mutilate, or conceal an object with intent to impair the integrity or availability of the object for use in an official investigation or official proceeding;
- (c) Evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official investigation or an official proceeding;
- (d) Be absent from an official proceeding to which such person has been summoned by legal process;
- (e) Hinder, delay, or prevent the communication to a law enforcement officer or judge of information relating to the commission or possible commission of an offense or a violation of a condition of probation, parole, or release pending a judicial proceeding; or
- (f) Testify untruthfully in an official investigation or an official proceeding,

commits the crime of tampering with a witness, victim, or informant.

(2) Tampering with a witness, victim, or informant is a:

- (a) Felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a misdemeanor.
 - (b) Felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a third degree felony.
 - (c) Felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a second degree felony.
 - (d) Felony of the first degree, punishable by a term of years not exceeding life or as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a first degree felony or a first degree felony punishable by a term of years not exceeding life.
 - (e) Life felony, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a life or capital felony.
 - (f) Felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the offense level of the affected official investigation or official proceeding is indeterminable or where the affected official investigation or official proceeding involves a noncriminal investigation or proceeding.
- (3) Whoever intentionally harasses another person and thereby hinders, delays, prevents, or dissuades any person from:
- (a) Attending or testifying in an official proceeding or cooperating in an official investigation;

- (b) Reporting to a law enforcement officer or judge the commission or possible commission of an offense or a violation of a condition of probation, parole, or release pending a judicial proceeding;
- (c) Arresting or seeking the arrest of another person in connection with an offense; or
- (d) Causing a criminal prosecution, or a parole or probation revocation proceeding, to be sought or instituted, or from assisting in such prosecution or proceeding;

or attempts to do so, commits the crime of harassing a witness, victim, or informant.

- (4) Harassing a witness, victim, or informant is a:

- (a) Misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, where the official investigation or official proceeding affected involves the investigation or prosecution of a misdemeanor.

- (b) Felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a third degree felony.

- (c) Felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a second degree felony.

- (d) Felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a first degree felony.

- (e) Felony of the first degree, punishable by a term of years not exceeding life or as provided in s. 775.082, s. 775.083, or s. 775.084, where the official investigation or official proceeding affected involves the investigation or prosecution of a felony of the first degree punishable by a term of years not exceeding life or a prosecution of a life or capital felony.

- (f) Felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, where the offense level of the affected official investigation or official proceeding is indeterminable or where the affected official investigation or official proceeding involves a noncriminal investigation or proceeding.

- (5) For the purposes of this section:

- (a) An official proceeding need not be pending or about to be instituted at the time of the offense; and
 - (b) The testimony or the record, document, or other object need not be admissible in evidence or free of a claim of privilege.

- (6) In a prosecution for an offense under this section, no state of mind need be proved with respect to the circumstance:

- (a) That the official proceeding before a judge, court, grand jury, or government agency is before a judge or court of the state, a state or local grand jury, or a state agency; or

- (b) That the judge is a judge of the state or that the law enforcement officer is an officer or employee of the state or a person authorized to act for or on behalf of the state or serving the state as an adviser or consultant.

History.—s. 3, ch. 72-315; s. 44, ch. 75-298; s. 14, ch. 84-363; s. 4, ch. 88-96; s. 12, ch. 91-223; s. 225, ch. 91-224; s. 1, ch. 92-281; s. 33, ch. 2004-11; s. 19, ch. 2008-238.

Note.—Former s. 918.14.

EXHIBIT

2369

18 U.S. Code § 1512 - Tampering with a witness, victim, or an informant

U.S. Code	Notes
<p>(a)</p> <p>(1) Whoever kills or attempts to kill another person, with intent to—</p> <p> (A) prevent the attendance or testimony of any person in an official proceeding;</p> <p> (B) prevent the production of a record, document, or other object, in an official proceeding; or</p> <p> (C) prevent the communication by any person to a law enforcement officer or judge of the United States of information relating to the commission or possible commission of a Federal offense or a violation of conditions of probation, parole, or release pending judicial proceedings;</p> <p> shall be punished as provided in paragraph (3).</p> <p>(2) Whoever uses physical force or the threat of physical force against any person, or attempts to do so, with intent to—</p> <p> (A) influence, delay, or prevent the testimony of any person in an official proceeding;</p> <p> (B) cause or induce any person to—</p> <p> (i) withhold testimony, or withhold a record, document, or other object, from an official proceeding;</p>	

(a)

(1) Whoever kills or attempts to kill another person, with intent to—

(A) prevent the attendance or testimony of any person in an official proceeding;

(B) prevent the production of a record, document, or other object, in an official proceeding; or

(C) prevent the communication by any person to a law enforcement officer or judge of the United States of information relating to the commission or possible commission of a Federal offense or a violation of conditions of probation, parole, or release pending judicial proceedings;

 shall be punished as provided in paragraph (3).

(2) Whoever uses physical force or the threat of physical force against any person, or attempts to do so, with intent to—

(A) influence, delay, or prevent the testimony of any person in an official proceeding;

(B) cause or induce any person to—

(i) withhold testimony, or withhold a record, document, or other object, from an official proceeding;

(ii) alter, destroy, mutilate, or conceal an object with intent to impair the integrity or availability of the object for use in an official proceeding;

(iii) evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official proceeding; or

(iv) be absent from an official proceeding to which that person has been summoned by legal process; or

(C) hinder, delay, or prevent the communication to a law enforcement officer or judge of the United States of information relating to the commission or possible commission of a Federal offense or a violation of conditions of probation, supervised release, parole, or release pending judicial proceedings;

shall be punished as provided in paragraph (3).

(3) The punishment for an offense under this subsection is—

(A) in the case of a killing, the punishment provided in sections 1111 and 1112;

(B) in the case of—

(i) an attempt to murder; or

(ii) the use or attempted use of physical force against any person;

imprisonment for not more than 30 years; and

(C) in the case of the threat of use of physical force against any person, imprisonment for not more than 20 years.

(b) Whoever knowingly uses intimidation, threatens, or corruptly persuades another person, or attempts to do so, or engages in misleading conduct toward another person, with intent to—

(1) influence, delay, or prevent the testimony of any person in an official proceeding;

(2) cause or induce any person to—

(A) withhold testimony, or withhold a record, document, or other object, from an official proceeding;

(B) alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity or availability for use in an official proceeding;

(C) evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official proceeding; or

(D) be absent from an official proceeding to which such person has been summoned by legal process; or

(3) hinder, delay, or prevent the communication to a law enforcement officer or judge of the United States of information relating to the commission or possible commission of a Federal offense or a violation of conditions of probation^[1] supervised release,,^[1] parole, or release pending judicial proceedings;

shall be fined under this title or imprisoned not more than 20 years, or both.

(c) Whoever corruptly—

(1) alters, destroys, mutilates, or conceals a record, document, or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding; or

(2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so,

shall be fined under this title or imprisoned not more than 20 years, or both.

(d) Whoever intentionally harasses another person and thereby hinders, delays, prevents, or dissuades any person from—

(1) attending or testifying in an official proceeding;

(2) reporting to a law enforcement officer or judge of the United States the commission or possible commission of a Federal offense or a violation of conditions of probation¹ supervised release,,¹ parole, or release pending judicial proceedings;

(3) arresting or seeking the arrest of another person in connection with a Federal offense; or

(4) causing a criminal prosecution, or a parole or probation revocation proceeding, to be sought or instituted, or assisting in such prosecution or proceeding;

or attempts to do so, shall be fined under this title or imprisoned not more than 3 years, or both.

(e) In a prosecution for an offense under this section, it is an affirmative defense, as to which the defendant has the burden of proof by a preponderance of the evidence, that the conduct consisted solely of lawful conduct and that the defendant's sole intention was to encourage, induce, or cause the other person to testify truthfully.

(f) For the purposes of this section—

(1) an official proceeding need not be pending or about to be instituted at the time of the offense; and

(2) the testimony, or the record, document, or other object need not be admissible in evidence or free of a claim of privilege.

(g) In a prosecution for an offense under this section, no state of mind need be proved with respect to the circumstance—

(1) that the official proceeding before a judge, court, magistrate judge, grand jury, or government agency is before a judge or court of the United States, a United States magistrate judge, a bankruptcy judge, a Federal grand jury, or a Federal Government agency; or

(2) that the judge is a judge of the United States or that the law enforcement officer is an officer or employee of the Federal Government or a person authorized to act for or on behalf of the Federal Government or serving the Federal Government as an adviser or consultant.

(h) There is extraterritorial Federal jurisdiction over an offense under this section.

(i) A prosecution under this section or section 1503 may be brought in the district in which the official proceeding (whether or not pending or about

to be instituted) was intended to be affected or in the district in which the conduct constituting the alleged offense occurred.

(j) If the offense under this section occurs in connection with a trial of a criminal case, the maximum term of imprisonment which may be imposed for the offense shall be the higher of that otherwise provided by law or the maximum term that could have been imposed for any offense charged in such case.

(k) Whoever conspires to commit any offense under this section shall be subject to the same penalties as those prescribed for the offense the commission of which was the object of the conspiracy.

(Added Pub. L. 97-291, §4(a), Oct. 12, 1982, 96 Stat. 1249; amended Pub. L. 99-646, §61, Nov. 10, 1986, 100 Stat. 3614; Pub. L. 100-690, title VII, §7029(a), (c), Nov. 18, 1988, 102 Stat. 4397, 4398; Pub. L. 101-650, title III, §321, Dec. 1, 1990, 104 Stat. 5117; Pub. L. 103-322, title VI, §60018, title XXXIII, §330016(1)(O), (U), Sept. 13, 1994, 108 Stat. 1975, 2148; Pub. L. 104-214, §1(2), Oct. 1, 1996, 110 Stat. 3017; Pub. L. 104-294, title VI, §604(b)(31), Oct. 11, 1996, 110 Stat. 3508; Pub. L. 107-204, title XI, §1102, July 30, 2002, 116 Stat. 807; Pub. L. 107-273, div. B, title III, §3001(a), (c)(1), Nov. 2, 2002, 116 Stat. 1803, 1804; Pub. L. 110-177, title II, §205, Jan. 7, 2008, 121 Stat. 2537.)

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EXHIBIT

2370

SERVICE OF COURT DOCUMENT CASE NUMBER 352020CA001647AXXXXX WINDSOR, WILLIAM M VS COACH HOUSES AT LEESBURG CONDO

eservice@myflcourtagency.com <eservice@myflcourtagency.com>

Fri 1/29/2021 6:04 PM

1 attachments (2 MB)

Deposition.pdf;

Notice of Service of Court Documents

Filing Information

Filing #: 120527028
Filing Time: 01/29/2021 06:04:06 PM ET
Filer: William Michael Windsor 352-577-9988
Court: Fifth Judicial Circuit in and for Lake County, Florida
Case #: 352020CA001647AXXXXX
Court Case #: 352020CA001647AXXXXX
Case Style: WINDSOR, WILLIAM M VS COACH HOUSES AT LEESBURG CONDO

Documents

Title	File
Deposition	2020-CA-1647-Notice-of-Deposition-Isabel-Campbell-2021-01-29.pdf

E-service recipients selected for service:

Name	Email Address
Christina Bredahl Gierke	christina.gierke@csklegal.com
	victoria.mcfarland@csklegal.com
Allison Barkett	allison.barkett@csklegal.com
	kirbie.caruso@csklegal.com
William Michael Windsor	billwindsor1@outlook.com
	bill@billwindsor.com
	bill@billwindsor.com

E-service recipients not selected for service:

Name	Email Address
Russell E. Klemm	rklemm@clayton-mcculloh.com
	cpraria@clayton-mcculloh.com
Coach Houses at Leesburg Condominium Association	dzimmerman@sentrymgt.com
Leah A. Simms	arbitration.ctmh@myfloridalicense.com

This is an automatic email message generated by the Florida Courts E-Filing Portal. This email address does not receive email.

Thank you,
The Florida Courts E-Filing Portal

EXHIBIT

2371

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR LAKE COUNTY**

William M. Windsor,
Plaintiff

v.

Case No. 35-2020-CA-001647

Coach Houses at Leesburg Condominium
Association, Inc.

Defendant

PLAINTIFF'S NOTICE OF SERVICE ON ISABEL CAMPBELL

PLEASE TAKE NOTICE that the Plaintiff has served Notice of Deposition and Subpoena Duces Tecum on Isabel Campbell.

I have served Isabel Campbell by email and by certified mail. [EXHIBIT 2272.]

Isabel Campbell was also served by a person authorized by law to serve a subpoena for a deposition. Isabel Campbell did not come to the door to accept the subpoena at her place of residence, 100 East Oak Terrace Drive, Unit F2, Leesburg, Florida 34748, so the Subpoena was left in a large conspicuously-marked envelope in a conspicuous place – at her entrance.

[EXHIBIT 2273.]

Dated in Leesburg, Florida this 8th day of February, 2021,



William M. Windsor
Pro Se

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing by Electronic

Mail:

Christina Bredahl Gierke
COLE, SCOTT & KISSANE, P.A.
Counsel for Board Member Defendants
Tower Place, Suite 400, 1900 Summit Tower Boulevard, Orlando, Florida 32810
Telephone 321-972-0025, Facsimile 321-972-0099
christina.gierke@csklegal.com
allison.barkett@csklegal.com, kirbie.caruso@csklegal.com

This 8th day of February, 2021,


William M. Windsor

VERIFICATION

The facts alleged in the foregoing are true and correct based upon my personal knowledge, except as to the matters herein stated to be alleged on information and belief, and that as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

This 8th day of February, 2021,


William M. Windsor

EXHIBIT

2272



LEESBURG
1201 S 14TH ST
LEESBURG, FL 34748-9998
(800)275-8777

02/04/2021

03:09 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Large Envelope	1		\$1.40
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Tavares, FL 32778

Weight: 0 lb 2.50 oz

Estimated Delivery Date

Mon 02/08/2021

Certified Mail® Tracking #			\$3.60
-------------------------------	--	--	--------

70190160000069959231

Return Receipt Tracking #			\$2.85
------------------------------	--	--	--------

9590 9402 6120 0209 6004 79

Total			\$7.85
-------	--	--	--------

First-Class Mail® Large Envelope	1		\$1.80
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Leesburg, FL 34748

Weight: 0 lb 4.50 oz

Estimated Delivery Date

Mon 02/08/2021

Certified Mail® Tracking #			\$3.60
-------------------------------	--	--	--------

70190160000069959101

Return Receipt Tracking #			\$2.85
------------------------------	--	--	--------

9590 9402 6120 0209 6004 86

Total			\$8.25
-------	--	--	--------

Grand Total:			\$16.10
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Debit Card Remitted			\$16.10
---------------------	--	--	---------

Card Name: VISA

Account #: XXXXXXXXXX

Approval #

Transaction #: 685

Receipt #: 030065

Debit Card Purchase: \$16.10

AID: A0000000980840

AL: US DEBIT

PIN: Verified

USPS is experiencing unprecedented volume
increases and limited employee
availability due to the impacts of
COVID-19. We appreciate your patience

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$1.40

Total Postage and Fees \$1.40

Postmark Here

02/04/2021

9590 9402 6120 0209 6004 79

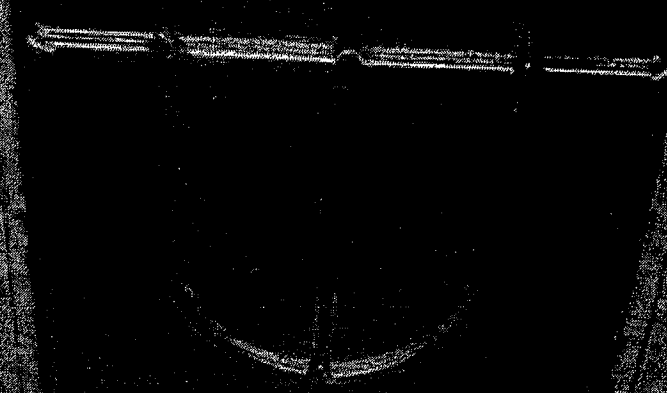
9590 9402 6120 0209 6004 86

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

EXHIBIT

2273



12/10/1961
ISAKEL
Campbell
Wm FZ
Campbell
12/10/1961