

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

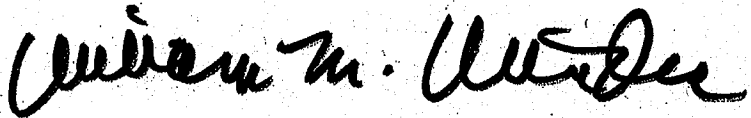
I hereby certify that I have served a true and correct copy of the foregoing by Electronic

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 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 I.3.d of the Policy including the right to provide the "Insured" with a defense.

Next, Section I.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 I.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 I.3.f.1. of the Policy.

Next, Section I.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"



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

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@ciulns.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 <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. <boarderbroomjr@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 <caldridge@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

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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 <caldridge@sentrymgt.com>; Katie Ciccotelli <kciccotelli@sentrymgt.com>; Sergio Naumoff <serghouse55@gmail.com>; Wendy Krauss <wkcoachhousecondo@yahoo.com>; howso1@aol.com; Sue Yokley <kniworthyorknot@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