

Jeff Moss

From: Jeffrey A. Moss [mossesq@comcast.net]
Sent: Friday, April 17, 2009 3:57 PM
To: 'Wallace M. Tice'
Subject: RE: Grabisch v. Larkspur Marina POA

Mr. Tice – Thank you for your call. It is refreshing to hear that settlement is an issue your side is interested in. I appreciate your efforts in that regard.

Per your request I spoke with Mr. Grabisch regarding halting all discovery to discuss settlement. He is not willing to do so at this late date. The first offer to discuss settlement was made months ago, the last one over 15 days ago. The deposition has been continued once already. While I had previously advised Mr. Youngling that I would be happy to halt discovery to discuss settlement that offer was ignored, as were all others. The establishment of the existence or even validity of an agreement to pay preconstruction costs is too far along to stop at this time. It could have been avoided by earlier action, but that did not happen.

Once again, we are willing to discuss settlement with counsel present. I am not amenable to mediation at this point, but would be happy to discuss that with you and possibly change that position. However, I do not think a mediator is needed in this case and I would propose that we try to save the Association from that cost if possible. Please call me to discuss.

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From: Wallace M. Tice [mailto:WTice@lgglaw.com]
Sent: Thursday, April 16, 2009 8:45 PM
To: Jeffrey A. Moss
Cc: Glenn H. Youngling; Veronica H. Garcia
Subject: Grabisch v. Larkspur Marina POA

Mr. Moss,

I am out of town until Monday, and will talk to Mr. Youngling and to POA representatives as soon as possible about further settlement discussions. I will not otherwise respond to your characterizations of settlement communications or of Dr. Katz's interactions with Mr. Grabisch, but do not construe my reticence as agreement with your descriptions.

In the meantime, I understand that you spoke to Veronica Garcia of my office today, and that you attributed your inability to allow further discovery extensions of time to your client's wishes. If you and your client truly desire to pursue settlement and to minimize POA legal expenses in resolving Mr. Grabisch's claims, I suggest that you halt the current discovery program to allow further evaluations to occur. I will try to call you tomorrow or Monday morning to discuss.

Thank you.

Wally

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-----Original Message-----

From: Jeffrey A. Moss [mailto:mossesq@comcast.net]

Sent: Thursday, April 16, 2009 7:11 PM

To: Wallace M. Tice; Glenn H. Youngling

Subject:

Gentlemen – Mr. Grabisch received a message today from Mr. Katz. In that message he asked if they could get together this weekend to see if they can work out a settlement. As you know, we have been trying to do just that for months without one word of response from the Association’s attorneys. On each and every occasion he has spoken with Mr. Grabisch Mr. Katz has tried to intimidate and berate him, calling him a liar, toxic and destructive and I personally observed him physically leaning into Mr. Grabisch’s personal space and jabbing his finger at him. Mr. Katz also repeated those comments publically at Board meetings at least once if not more often. Mr. Katz has on several occasions misrepresented Mr. Grabisch’s actions and intentions and has made every effort to turn the community against him. Mr. Katz has characterized Mr. Grabisch’s refusal to simply dismiss both cases as an unwillingness to settle, and that his (Mr. Katz’s) bald demand that Mr. Grabisch do so is “discussing settlement”.

Based solely on Mr. Katz’s behavior to date I do not think the proposed meeting would result in a settlement. It would most likely result in more false statements about Mr. Grabisch. Accordingly, my client is not willing to meet with him as requested.

Mr. Grabisch is willing to meet and discuss settlement with counsel present. While it is certainly not a condition to a meeting, I would suggest that it would be in the best interests of the Association and settlement if someone other than Mr. Katz represented the Association (i.e. anyone from the Board or Litigation Committee would do). This would insure that the personal animosity Mr. Katz has openly expressed toward Mr. Grabisch does not interfere with those discussions.

Please do not hesitate to call me if you wish.

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