

Fwd: Mediation

James Cascio <jcascio@fcblawyers.com>

Wed 2/22/2023 5:26 PM

To: Brad Meneilly Esq. <amesmeneilly@msn.com>

📎 1 attachments (209 KB)

01112021_Ltr to Cascio incl settlement demand(2763261.1).pdf;

As discussed.

Begin forwarded message:

From: "Must, Brian" <BMust@metzlewis.com>

Subject: Mediation

Date: February 22, 2023 at 11:30:31 AM EST

To: "dleake@davidleakesq.com" <dleake@davidleakesq.com>, "jcascio@fcblawyers.com" <jcascio@fcblawyers.com>

Gentlemen

In furtherance of our proposed mediation, you advised that the carrier wants a demand prior to making a decision about whether to mediate or not. Our clients have previously sent a demand letter dated January 21, 2021, which is attached. The demands outlined in that letter have not really changed despite the passage of over a year. Attorneys' fees to date total approximately \$180,000. My clients are willing to negotiate off of that number but the only thing that changed between the last mediation when we thought we had a deal and today is the increase in legal fees. Let me know if the mediation is going forward or not. If not, we have some depositions to get noticed and taken. Thanks. Brian.

Brian T. Must, Esquire

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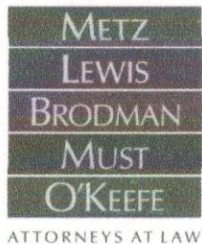
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January 21, 2021



ATTORNEYS AT LAW

BRIAN T. MUST

James R. Cascio, Esquire
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Somerset, PA 15501
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Re: Harry C. Neel, Michael Jenkins, and Lee Cavanaugh, Individually and Derivatively on Behalf of the Stonycreek Valley Development Corporation v. Daniel Dively and the Stonycreek Valley Development Corporation, Case No.: 275 of 2019

Dear Mr. Cascio:

As you know, my clients have long sought to schedule a conference with representatives of the Stonycreek Valley Development Corporation ("SVDC") to discuss an amicable resolution to the above-referenced matter. It has come to our attention that an in-person settlement conference may not be feasible at present, and, instead, your client wishes that we provide a written demand to finally settle and resolve this dispute. Accordingly, our clients will agree to a full settlement and mutual release of this matter if your client agrees to the following:

- A resolution by the current Board of Directors, as drafted by Plaintiffs, vindicating the Plaintiffs by acknowledging that they were justified in filing suit on behalf of SVDC and promising that, moving forward, the Board will strive at all times to abide by applicable law and the SVDC By-Laws;
- payment of the Plaintiffs' attorneys' fees and costs associated with the above-referenced matter.
- A resolution by the current Board of Directors, adopting (with immediate effect) a conflict of interest policy applicable to all current and future Board members, as drafted by Plaintiffs, and an agreement that the policy will be put up for a vote as an amendment to the SVDC By-Laws at the upcoming 2021 Annual Meeting along with the Board's recommendation that the Community should adopt this conflict-of-interest amendment;

- A resolution by the current Board of Directors, adopting (with immediate effect) a Model Code of Conduct, governing the members of the SVDC Board of Directors and providing for a means of removing a Board member for violations thereof, as drafted by Plaintiffs, and an agreement that the code of conduct will be put up for a vote as an amendment to the SVDC By-Laws at the upcoming 2021 Annual Meeting along with the Board's recommendation that the Community should adopt this Model Code of Conduct.
- That the above proposed resolutions, which will take the form of a single Resolution, in addition to being included in the minutes of the corporation in the usual course, will be provided to the Lake Stonycreek community via e-mail, and published for thirty (30) days on both the SVDC website and the SVDC Facebook pages. These publications will be without comment other than that the "Board has passed the following resolutions."

In addition to the above, Plaintiffs also demand that SVDC agree to a non-disparagement clause, binding upon any and all members of the SVDC Board of Directors from 2018 until the present.

Due to the positive direction that the new President, Joe Piccini, is leading SVDC, including the admirable efforts by Michael Jenkins to build bridges among the current Board members, our clients are increasingly confident that the misconduct of previous Board members is a thing of the past. With an agreement to the above conditions, our clients will feel vindicated that the extraordinary lengths that they went to protect SVDC and the Lake Stonycreek community were fully achieved. I look forward to your affirmative response.

If you would like to discuss this further, please do not hesitate to contact me. -

Very truly yours,

/s/Brian T. Must

Brian T. Must

BTM