

From: Michael Levin [mailto:mlevin@levinlegalgroup.com]
Sent: Monday, July 20, 2009 4:31 PM
To: Frank Catania
Cc: George Steinhoff; Tony Ruggieri; Michael Levin
Subject: Buggy Field--Cease and Desist Removal and Destruction of Property

Dear Frank:

I just learned that your clients have begun removing things from Buggy Field. Please tell your clients to cease and desist immediately. The District will take all legal action necessary to stop any improper removal of property and will be charging your clients for any property damage they cause.

Mike

From: Francis J. Catania [fjccp@att.net]
Sent: Monday, July 20, 2009 5:39 PM
To: Michael Levin
Subject: RE: Buggy Field--Cease and Desist Removal and Destruction of Property

Dear Mike,

The correct name of the field (at least until July 31, 2009) is the Jim Buggy Memorial Field. My clients are following the School District's position as set forth in the May 6, 2009 letter from Dr. Steinhoff to the AVBL that the Lease is terminated effective July 31, 2009. The AVBL has no intention of abandoning its property by leaving it behind and no damage to the field from AVBL has or will occur. All of the AVBL property will be removed from the field before July 31, 2009. If your client is asserting any claim of ownership over any property at the field please provide me with the proof of ownership on which your client relies so that we can avoid a situation like today where the School Board President showed up at the field and ordered school district staff to inspect the property. AVBL has incurred significant expense in vacating the field to comply with the School District's notice of termination and your client's threats and actions are only adding to its costs by delaying our compliance with the July 31, 2009 deadline. AVBL does not want to add a conversion action to its claims against the District. Send me a list of what your client claims it owns. Alternatively is your client now saying that the July 31, 2009 AVBL get off the field deadline is being extended? What is your client's position?

FJCATANIA

From: Michael Levin <mlevin@levinlegalgroup.com>

Date: July 20, 2009 8:04:37 PM EDT

To: "Francis J. Catania" <fjccp@att.net>

Cc: George Steinhoff <gsteinhoff@pdsd.org>, Tony Ruggieri <aruggieri@pdsd.org>

Subject: RE: Buggy Field--Cease and Desist Removal and Destruction of Property

Dear Frank:

The School District will be happy to have any property rightfully belonging to your client returned. It is totally unacceptable for any property to be removed or damaged as it has been according to information provided to me. The district has made efforts to work cooperatively with your client, but it is clear that your client has not interest in resolving this matter. If there is anything that your client wants, please let me know and we will make arrangements for the return of the property. An action for damages will be filed if your client continues.

Mike