

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

MICHAEL SALANDY and)	
JOYCE SALANDY,)	
)	
Plaintiffs,)	CIVIL ACTION FILE NO.
)	<u>2017CV286125</u>
)	
v.)	
)	
REGENCY OAKS NEIGHBORHOOD)	
ASSOCIATION, INC., CORRO'LL)	
DRISKELL, and MARVIN S.)	
ARRINGTON, JR.,)	
)	
Defendants.)	
)	

CONSOLIDATED PRE-TRIAL ORDER

The following constitutes a Consolidated Pre-Trial Order entered in the above-styled case after conference with counsel for the parties:

1. The name, address, and phone number of the attorneys who will conduct the trial are as follows:

For Plaintiffs:

Jon David W. Huffman
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Tucker, Georgia 30084
Tel: 404-373-4008

For Defendants:

L. Bruce Hedrick, Esq.
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Hedrick Law, LLC
2408 Mt. Vernon Road
Atlanta, Georgia 30338
Tel: 770-807-0004

2. The estimated time required for trial is: 5-7 days. Plaintiffs estimate that their case will take 3-4 days. Defendants estimate that their case will take 2-3 days.

3. There are no motions, or other matters pending for consideration by the court except as follows: The parties have filed motions in limine and have provided advance copies to each other in accordance with the Trial Instructions of the Court.

4. The jury will be qualified as to relationship with the following:

For Plaintiffs:

Michael Salandy, Joyce Salandy, Corro'll Driskell, Marvin S. Arrington, Jr.,
Regency Oaks Neighborhood Association, Inc. (hereinafter referred to as

“Regency Oaks”), and all directors, officers, agents, employees, stockholders, and policyholders of State Farm Fire and Casualty Company.

Plaintiffs request to qualify prospective jurors to the relationships above, and in particular their relationship with State Farm Fire and Casualty Company, during voir dire and in open court. *See Mordecai v. Cain*, 338 Ga. App. 526, 2016 WL 4304365 (2016) (“... a party who asks that qualification of prospective jurors be done during voir dire and in open court is entitled to that procedure, regardless [sic] whether prospective jurors are prequalified by a court employee before they are sent to the courtroom.”).

For Defendants:

The jury will be qualified as to relationship with the following: Michael Salandy, Joyce Salandy, Corro’ll Driskell, Marvin S. Arrington, Jr., Regency Oaks Neighborhood Association, Inc. (hereinafter referred to as “Regency Oaks”), and State Farm Fire and Casualty Company. Also, the jury should be qualified as to any attorney for the Plaintiffs who presently has any financial interest in the outcome of this action.

5. a.

For Plaintiffs:

All discovery has been completed, unless otherwise noted, and the court will not consider any further motions to compel discovery except for good cause

shown. The parties, however, shall be permitted to take depositions of any person(s) for the preservation of evidence for use at trial. Any objections to any of these depositions shall be taken up by the Court prior to their use at trial.

If and only to the extent the Court entertains the discovery issues referenced below by the Defendants, Plaintiffs state they have produced all of the responsive documents in their possession, custody, or control, and also produced documents in response to Defendants' Notice to Produce served on January 17th. Plaintiffs further state that Defendants did not produce certain documents following the hearing on the parties' motions to compel.

For Defendants:

Defendants show that Plaintiffs have not yet produced certain documents as earlier ordered by the Court.

b. Unless otherwise noted, the names of the parties as shown in the caption to this order are correct and complete, and there is no question by any party as to the misjoinder or nonjoinder of any parties.

6. The following is Plaintiffs' brief and succinct outline of the case and contentions:

Plaintiffs Michael Salandy and Joyce Salandy are members of the Regency Oaks homeowners' association, a residential community in Southwest Atlanta that consists of over 200 homes. The Salandys were active

members of the community and Mr. Salandy has served the community in various volunteer capacities, often as treasurer of the Advisory Committee, since 2007.

In or around 2010, while Michael Salandy was serving on Regency Oaks' Advisory Committee, members of the community were displeased with the company cleaning Regency Oaks' clubhouse. At the time, Regency Oaks was paying the existing cleaning company approximately \$500 a month to clean the clubhouse twice per month. There were also consistent issues with landscaping and security services provided by outside vendors.

Mr. Salandy offered to clean Regency Oaks' common areas on a weekly basis at a reduced price and to provide additional cleaning services on an as-needed basis. This was in part an effort to reduce the operating budget allocated to cleaning by paying cleaning expenses from the Advisory Committee's petty cash account and with income generated from clubhouse rentals. Mr. Salandy spoke to Laurence Smith of Neighborhood Management Associates, Inc. ("NMA"), Regency Oaks' property management company, and it was agreed that he or his company could be compensated for cleaning services provided from Regency Oaks' petty cash account and that NMA would keep annual HOA dues, which had been increased year after year, constant. Mr. Salandy cleaned the Regency Oaks' clubhouse and other

common areas from approximately 2011 through 2013. As treasurer of the Advisory Committee, Michael Salandy ultimately paid and reimbursed himself and/or his business on behalf of Regency Oaks for the cleaning services and supplies provided.

Danielle Harden (formerly Danielle Oliva) also worked for NMA and was involved with the management of the Regency Oaks community from approximately 2011 through 2014. Ms. Harden was aware that a company called JCS was providing cleaning services and later determined that the rates Mr. Salandy charged were in line with industry standards and that there were no complaints from members that the clubhouse was not being cleaned.

Alberta Taylor, another member of the Advisory Committee, also witnessed Mr. Salandy cleaning the common areas.

In February of 2014, Defendant Corro'll Driskell filed a police report claiming that Mr. and Mrs. Salandy committed theft by conversion. Prior to the Salandys' arrest and during the course of their prosecution, Mr. Driskell knowingly provided false information to law enforcement officials, failed to make a fair, full, and complete statement of the facts, and/or concealed facts. Meanwhile, Defendant Marvin S. Arrington used his clout and connections as a Fulton County Commissioner to influence the arrest and prosecution of the Salandys, and the Defendants benefitted or attempted to benefit from the

arrest and prosecution of the Salandys. Defendants' conduct toward the Salandys was willful, wanton, intentional and malicious. Mr. and Mrs. Salandy were both arrested as a result of the Defendants' action and the case dragged on for nearly four years, but all charges against Mr. and Mrs. Salandy were dismissed.

Defendants, including Mr. Driskell and Mr. Arrington, who were elected to Regency Oaks' board of directors in February of 2014, also purported to fine the Salandys as a result of these theft allegations and to suspend their amenities access and voting rights unfairly and in violation of Regency Oaks' governing documents.

The Salandys' claims against the Defendants are for breach of contract, injunctive relief, breach of fiduciary duty, false arrest, false imprisonment, malicious prosecution, intentional infliction of emotional distress, punitive damages, and attorney's fees. The Salandys seek against the Defendants an award of compensatory damages, general damages, and/or nominal damages resulting from Defendants' actions. Plaintiffs' also seek punitive damages, an award of their attorney's fees and costs of litigation, and all court costs associated with this case.

The Salandys deny any liability on account of Regency Oaks' counterclaims. Plaintiffs contend that the only jury issue with respect to

Regency Oaks' counterclaim is whether Michael Salandy breached a fiduciary duty owed to Regency Oaks and the damages resulting therefrom. Plaintiffs object to the addition of any new counterclaims in this pre-trial order or otherwise at trial. Specifically, Regency Oaks did not assert a claim for fraud or deceit in this case against Michael Salandy and did not assert any counterclaims against Joyce Salandy.

7.A. The following is Defendant Regency Oaks Neighborhood Association, Inc.'s brief and succinct outline of the case and contentions:

The Salandys deceptively took advantage of Michael Salandy's positions as both the Treasurer for their neighborhood homeowners association, Regency Oaks, and the Terminal Manager for his employer in Ellenwood, U.S. Xpress. Without the knowledge of either the HOA or Michael Salandy's employer, the Salandys managed to deceptively obtain \$99,150.00 from U.S. Xpress and at least \$15,765.41 from the Regency Oaks HOA's petty cash checking account.

From 2011 through 2013, while this was secretly occurring, the John Wieland neighborhood was claimed to owe John Wieland almost \$500,000.00 and the budget was extremely tight. The economy had been bad, and John Wieland was talking about pulling out and selling the remaining lots to

another developer. There was not even enough money to plant flowers at the entrance to the neighborhood, times were so tough.

The budget for cleaning the clubhouse was tightened to \$100.00 per month during that entire 3-year time period. Nevertheless, Mr. Salandy wrote checks to himself or to purported "alter egos" the Salandys controlled totaling at least \$15,765.41 during that time when the total budgeted amount for cleaning was only \$3,600.00. This was happening at the same time as a scheme perpetrated simultaneously against Mr. Salandy's employer, U.S. Xpress.

The Salandys already had an existing company, Salandy and Associates Inc. Joyce Salandy was its CEO, Secretary, registered agent, and contact person. Michael Salandy was its CFO. They could not use the name "Salandy and Associates" and keep U.S. Xpress in the dark on what they were doing, so the Salandys came up with the alter ego name of "Joyces Cleaning Service." The Salandys did not get a tax ID number for "Joyces Cleaning Service," because the money went into a Salandy and Associates checking account anyway.

At first, the Salandys actually had someone cleaning at U.S. Express, and simply marked up that cost substantially and pocketed the difference. The monthly charge of \$1,200.00 at U.S. Xpress quickly increased to \$3,500.00

and beyond. In 2011, only \$9,900.00 was paid to the people actually doing the cleaning at U.S. Xpress, but the Salandys received \$42,463.00 in payments to "Joyce's Cleaning Service." The money went into the Salandy and Associates checking account and was used largely for the personal living expenses of the Salandys.

The Salandys cleared \$32,563.00 after paying the company actually doing the cleaning, but reported no gross or net income on their 2011 tax return and instead claimed deductions of \$22,958.00, resulting in a substantial tax refund to them. None of the money taken from Regency Oaks was ever reported as income. The payments were purportedly being made under the tax ID number for "Salandy and Associates," but none of the checks were ever payable to "Salandy and Associates" and "Salandy and Associates" never reported any of the income.

Instead, Mr. Salandy submitted invoices to U.S. Xpress under the name "Joyce's Cleaning Service." When the IRS later required the Salandys to identify a company name and register for a tax ID number, they deceptively registered under the slightly different name of "Joyce Cleaning Service." However, the checks written from the HOA's petty cash checking account were never written by Mr. Salandy to "Salandy and Associates," to "Joyce's Cleaning Service," or to "Joyce Cleaning Service." Instead, presumably to

obscure the identify of who was actually receiving the money, Mr. Salandy used the names “J.C.S.” and “X-Man Enterprises” in writing numerous checks to himself with Regency Oaks’ funds.

In 2011, these checks totaled more than triple the tight cleaning budget shown on the reports issued to Michael Salandy every month. In 2012 and 2013, the amounts taken increased to more than five times the budgeted amounts for cleaning. April 2012 is a particularly troubling month. In that one month alone: (1) Mr. Salandy wrote a \$2,000.00 check to himself using HOA funds, (2) the HOA checking account statements began to go directly to the Salandys’ home address rather than to the property management company, NMA, (3) the Salandys opened up new checking accounts in the names of “Michael H Salandy DBA X-Man Enterprises” and “Michael H Salandy Joyce A Salandy DBA Joyce Cleaning Service,” and (4) the Salandys signed and filed a tax return showing absolutely no income from either the HOA or U.S. Xpress. The few facts listed here provide only a brief glimpse into the Salandys’ years of deception of both Mr. Salandy’s employer and Regency Oaks.

The Advisory Committee began catching on to the Salandys’ deception in late 2013, but the property management company NMA was still asleep at the switch. NMA was very deficient in its management of that John Wieland

neighborhood and Corro'll Driskell and other concerned neighbors began looking into these problems. That is how Mr. Driskell first began to discover what the Salandys had been doing. Mr. Driskell shared that information with the Advisory Committee, which was the group of neighbors elected to represent Regency Oaks, and with the property management company NMA through its President Danielle Oliva.

Two Advisory Committee members (Alberta Taylor and Lisa Smith) confronted Michael Salandy about "J.C.S." several times, and each time he lied to them and claimed that the business was actually "Joyce Newton Cleaning Service." Joyce Salandy eventually confessed her husband's lies to Lisa Smith, and admitted that "it's my company."

NMA's President Danielle Oliva did no real investigation and simply tried to gloss over what had happened in an e-mail to the Regency Oaks community. She also hired an independent account to review the matter, but gave him a very limited scope of what could be investigated. The existing Advisory Committee removed the Salandys from the committee positions which they then held in Regency Oaks, and invited a response from the Salandys. The Salandys chose to provide no explanation at all for their conduct.

Mr. Driskell and another neighbor met with NMA's Danielle Oliva to share their concerns. Ms. Oliva seemed more inclined to cover the matter up rather than to figure it out, so Mr. Driskell felt duty-bound to report the matter to the police and he did so on February 1, 2014. He gave Detective Patrick Triplett all of the relevant facts, even including the "spin" being offered by Danielle Oliva and Alberta Taylor to try to make excuses for what the Salandys had been doing.

Detective Triplett conducted a lengthy investigation, and eventually made his own decisions about whether to charge anyone with a crime, about what offenses to charge, and about who to charge. Detective Triplett swore out warrants for the arrests of both Joyce and Michael Salandy on October 9, 2014, and a Fulton County grand jury later indicted both Joyce and Michael Salandy for felony theft by conversion on April 1, 2016. The Fulton County prosecutors later dropped the case as charged and did not re-file the case in a timely manner.

There was clearly probable cause for Mr. Driskell to fulfill his duty to report an apparent crime, and none of the Defendants can have any legal responsibility for the Salandys being charged and arrested. That responsibility lies solely with the Salandys.

The Salandys' have claimed defamation based on a Power Point presentation made by Mr. Driskell and the HOA's Advisory Committee on February 1, 2014. However, they cannot identify any statement made which was not true. And they have filed these claims long after the one-year statute of limitation had already expired.

The Salandys have also claimed damage to their property rights because a fine or suspension was considered and because certain steps were taken towards those remedies for the Salandys' obvious misconduct. However, the Salandys were not damaged and they were never actually fined or suspended. They were eligible to vote and did vote in Regency Oaks elections. They could and did continue to use their Regency Oaks amenities access cards. None of Plaintiffs' other claims have any merit either.

Regency Oaks is entitled to recover the amount proven at trial as damages on its Counterclaim. Mr. Salandy breached fiduciary duties owed to Regency Oaks and committed the tort of fraud and deceit by secretly taking HOA funds in the amount of at least \$15,765.41 without authorization. Given the known cleaning budget of \$1,200.00 per month (\$3,600.00 for that 3-year time period), Regency Oaks is seeking damages in the amount taken in excess of that budgeted amount, which is \$12,165.41 (the \$15,765.41 taken less the budgeted amount of \$3,600.00).

7.B. The following is Defendant Corro'll Driskell's brief and succinct outline of the case and contentions:

Mr. Driskell joins in the contentions of Regency Oaks as to all of its defenses and further states as follows. Mr. Driskell acted properly in reporting the facts to Detective Patrick Triplett of the Fulton County Police Department. Mr. Driskell properly disclosed the facts, even including the information from the people trying to excuse or cover up what Mr. Salandy had been doing. The statements made by Mr. Driskell and others in the February 1, 2014, Power Point presentation, which Plaintiffs now claim to be defamation are all true. The Salandys have not been able to identify one statement which is not true. And the claims for defamation are also undoubtedly barred by the one-year state of limitation.

7.C. The following is Defendant Marvin S. Arrington, Jr.'s brief and succinct outline of the case and contentions:

Mr. Arrington joins in the contentions of Regency Oaks as to all of its defenses and further states as follows. The Salandys have admitted that they are only suing Mr. Arrington because he is a Fulton County Commissioner. That proves that the Salandys know that their claims against him are completely frivolous. Mr. Arrington made no statement at all which is alleged to be defamatory, and Mr. Arrington had no contact with anyone from Fulton

County about the Salandys until after the Salandys had been indicted by a Fulton County grand jury.

8. The issues for determination by the jury are as follows:

For Plaintiffs:

1. Whether Regency Oaks breached its contract(s) with Plaintiffs and the damages resulting therefrom.
2. Whether Defendants breached their fiduciary duties to Plaintiffs, and the damages resulting therefrom.
3. Whether Defendants' actions constitute malicious prosecution and the damages resulting therefrom.
4. Whether Defendants knew that the facts stated to law enforcement officials were false, failed to give a fair, full, and complete statement of the facts as they existed, and/or concealed facts.
5. Whether Defendants acted with malice.
6. Whether Defendants' actions constitute false arrest, and the damages resulting therefrom.
7. Whether Defendants' actions constitute intentional infliction of emotional distress, and the damages resulting therefrom.

8. Whether the individual Defendants acted outside the scope of their duties and/or employment with Regency Oaks with respect to the claims brought in this lawsuit.
9. Whether Defendant has acted in bad faith and/or has been stubbornly litigious such that he is liable for Plaintiffs' attorney's fees and costs of litigation pursuant to O.C.G.A. § 13-6-11 and the amounts thereof.
10. Whether Defendant is liable to the Plaintiffs for punitive damages pursuant to O.C.G.A. § 51-12-5.1 and the punitive damages to be awarded.

Regency Oaks' Counterclaim

Plaintiffs contend that the only jury issue with respect to Regency Oaks' counterclaim is whether Michael Salandy breached a fiduciary duty owed to Regency Oaks and the damages resulting therefrom. Plaintiffs object to the addition of any new counterclaims in this pre-trial order or otherwise at trial. Specifically, Regency Oaks did not assert a claim for fraud or deceit in this case against Michael Salandy and did not assert any counterclaims against Joyce Salandy.

For Defendants:

The Defendants contend that all issues should be decided in their favor as a matter of law. If any of the Plaintiffs' claims survive a directed verdict motion,

then the jury should decide (1) the essential elements of liability and damages for any remaining claim or claims, (2) whether Plaintiffs' claims arising out of their arrests are barred (a) because of the existence of probable cause, given the duty to report an apparent crime in this instance, (b) because Patrick Triplett independently decided whether to charge, what offense to charge, and who to charge with the offense, and (c) whether Plaintiffs have met their burden of proof given their indictment by a Fulton County grand jury based on warrant affidavits by Patrick Triplett rather than by any of the Defendants, (3) whether the Plaintiffs' claims for defamation are barred by the lack of a statement being made, barred by the one-year statute of limitations, barred by privilege, barred by the lack of a publication, and/or barred in whole or in part by the lack of a written retraction request as required by statute, and (4) whether the claims against Mr. Driskell and Mr. Arrington individually are barred by the Articles of Incorporation for Regency Oaks and/or by the "business judgment" rule.

Regency Oaks' Counterclaim: Regency Oaks is entitled to recover compensatory damages of \$12,165.41 from Michael Salandy for his fraud and deceit and breach of fiduciary duty. That amount is based on the difference between the known budgeted amount of \$3,600 for 2011 through 2013 (\$100.00 per month) and the total amount of at least \$15,765.41 which was deceptively paid in some manner to the Salandys by Michael Salandy.

9. Specification of negligence including applicable code sections are as follows: **Not applicable.**

10. If the case is based on a contract, with oral or written, the terms of the contract are as follows, or (the contract is attached as an Exhibit to this Order):

For Plaintiffs:

This case is based in part on the Declaration of Protective Covenants for Regency Oaks and the Bylaws of Regency Oaks Neighborhood Association, Inc, which are attached hereto as Exhibit C and Exhibit D, respectively.

For Defendants:

The Articles of Incorporation, the Declaration of Covenants, The Bylaws, and the Advisory Committee Handbook including the Standing Committee Guidelines set forth the contractual obligations existing between the Salandys and Regency Oaks. The Articles of Incorporation and the Advisory Committee Handbook are attached as Exhibit E and Exhibit F, respectively.

11. The types of damages and the applicable measure of those damages are stated as follows:

For Plaintiffs:

Plaintiffs seek against the Defendants an award of compensatory damages, general damages, and/or nominal damages resulting from Defendants' actions.

Plaintiffs' also seek punitive damages, an award of their attorney's fees and costs of litigation, and all court costs associated with this case.

Plaintiffs deny any damages claimed by Defendants.

For Defendants:

Claimed by Plaintiffs:

The Defendants deny all allegations of liability and damages asserted against them in this action.

Claimed by Regency Oaks as to its Counterclaim against Michael Salandy:

Regency Oaks is entitled to recover compensatory damages of \$12,165.41, or such other amount is proven by admissible evidence at trial, against Michael Salandy for his fraud and deceit and for his breach of fiduciary duty. That amount is based on the difference between the known budgeted amount of \$3,600 for cleaning for 2011 through 2013 (\$100.00 per month) and the total amount of at least \$15,765.41 which was deceptively paid in some manner to the Salandys for purported cleaning services by Michael Salandy.

12. If this case involves divorce, each party shall present to the court as the pre-trial conference the affidavits required by Rule 24.2. **This case does not involve divorce.**

13. The following facts are stipulated: **The parties will confer in advance of trial and will notify the Court as to any stipulated facts.**

The following is a list of all documentary and physical evidence that may be tendered at the trial by the Plaintiffs or Defendants. All exhibits shall be marked by counsel prior to trial so as not to delay the trial before the jury.

For Plaintiffs:

Plaintiffs' exhibit list is attached as Exhibit A. Plaintiffs have provided Defendants with a copy of their exhibit list as well as copies of their exhibits. Plaintiffs reserve the right to use as additional exhibits all pleadings filed in this action, any document listed on Defendants' exhibit list, and all documents necessary as determined by Plaintiffs for rebuttal or impeachment. Plaintiffs reserve all objections as to Defendants' exhibits, including all objections as to authenticity thereof, until such time as Plaintiffs' counsel has had a chance to review all such exhibits.

For Defendants:

Defendants' exhibit list is attached as Exhibit B. Defendants have provided their complete list of trial exhibits and also copies of their exhibits to

Plaintiffs' counsel by e-mail. Three documents (Ex. 129, 131, and 132) have not yet been located and will be provided to Plaintiffs' counsel by supplemental e-mail if they can be located. If they cannot be located, they will be omitted from Defendants' list of exhibits. Four somewhat voluminous documents previously produced to Plaintiffs' counsel (Ex. 149-152) will be shown to Plaintiffs' counsel prior to the commencement of the trial. All other exhibits up to Ex. 152 have been scanned and e-mailed to Plaintiffs' counsel on January 23, 2020. Exhibits 153, 154, and 155 were prompted by receipt of Plaintiffs' exhibits and will be marked and e-mailed to Plaintiffs' counsel well in advance of trial.

14. Special authorities relied upon by Plaintiffs relating to peculiar evidentiary or other legal questions are as follows: **Plaintiffs will rely on general principles of Georgia law. Legal citations will be appended to proposed jury instructions, if those instructions are not pattern instructions. Plaintiffs reserve the right to file trial briefs and motions in limine, and will cite to particular authorities as appropriate in those pleadings.**

15. Special authorities relied upon by Defendants relating to peculiar evidentiary or other legal questions are as follows. **Defendant reserves the right to file a trial brief if needed.**

16. All requests to charge anticipated at the time of trial will be filed in accordance with rule 10.3. **The parties will file their respective Requests to Charge at the start of trial as required by the Court's Trial Instructions.**

17. The testimony of the following persons may be introduced by depositions:

For Plaintiffs:

Plaintiffs may introduce the testimony of Coy Satterfield by deposition. Additional witness testimony may be introduced by deposition as allowed by the Georgia Civil Practice Act. Plaintiffs will designate or counterdesignate the portions of any depositions to be introduced sufficiently in advance of their use at trial.

For Defendants:

Defendants currently anticipate the possibility of presenting evidence by deposition as to the following witnesses: James Hudson and Coy Satterfield. Subject to any other portions sought to be presented by Plaintiffs, Defendants currently expect to present the following portions of the depositions of James Hudson and Coy Satterfield:

James Hudson:

**Page 4, line 25, to page 9, line 11
Page 9, line 21, to page 17, line 16
Page 18, line 6, to page 20, line 24
Page 21, line 5, to page 25, line 21**

Page 25, line 25, to page 27, line 22
Page 28, line 1, to page 31, line 16
Page 32, line 9, to page 34, line 23
Page 35, line 5, to page 39, line 8
Page 39, line 11, to page 40, line 18
Page 40, line 22, to page 43, line 17
Page 56, line 22, to page 57, line 8
Page 57, line 13, to page 58, line 7
Page 58, lines 10-18
Page 58, lines 20-25

Coy Satterfield:

Page 6, lines 4-11
Page 10, lines 13-23
Page 14, line 25, to page 15, line 14
Page 18, lines 4-15
Page 23, line 20, to page 24, line 12
Page 24, line 25, to page 25, line 4
Page 35, line 16, to page 37, line 9
Page 37, line 21, to page 38, line 3
Page 44, lines 5-16

18. The following are lists of witnesses:

(a) Plaintiffs will have present at trial:

1. Michael Salandy
2. Joyce Salandy

(b) Plaintiffs may have present at trial:

1. Erika Berrien
2. Karen Blackmon
3. Dennis Brazil
4. Meraly Clayton
5. James Clifton
6. Rewa Collier
7. Natalie Dansberry
8. Obed Ford

9. Justin Greathouse
10. Danielle Harden
11. Michelle Hansberry
12. Michael Hopkins
13. Paul Howard
14. Kenya Johnson
15. Keith Lewis
16. Ben Ost
17. Coy Satterfield
18. Lisa Smith
19. Alberta Taylor
20. Patrick Triplett
21. Jocelyn Watkins
22. Jessica Wilson
23. Jon David W. Huffman
24. Michael K. McGuffee
25. Appropriate records custodian to authenticate records as necessary.
26. Any witness properly identified on Defendants' witness list.
27. Any rebuttal or impeachment witness deemed necessary by Plaintiffs.

Plaintiffs object to any witness being called to testify at trial who will offer redundant testimony or information, or improper opinions, and/or who have not been properly identified.

(c) Defendant Regency Oaks will have present at trial:

(d) Defendants may have present at trial:

Marvin S. Arrington, Jr.

Neal Bach

Karen Blackmon

Corro'll Driskell

Danielle Harden

James Hudson (by deposition)

Nia Moore

Joyce Salandy (for cross-examination)

Michael Salandy (for cross-examination)

Coy Satterfield (by deposition)

Lisa Smith

Martin Spears

Alberta Taylor

Patrick Triplett

Jocelyn Watkins

(e) Defendant Driskell will have present at trial:

Corro'll Driskell (Mr. Driskell will attend the trial, but is anticipated to be absent during portions of the trial due to significant medical problems which Mr. Driskell is currently experiencing.)

(f) Defendant Arrington will have present at trial:

Marvin S. Arrington, Jr.

Opposing counsel may rely on representation by the designated party that he will have a witness present unless notice to the contrary is given in sufficient time

prior to trial to allow the other party to subpoena the witness or obtain his testimony by other means.

19. The form of all possible verdicts to be considered by the jury are as follows: **The parties will submit a proposed verdict form or forms to the Court prior to submission of the case to the jury.**

20.

- a. The possibilities of settling the case are: **Poor.**
- b. The parties **do** want the case reported at this time.
- c. The cost of take down will be paid equally by both parties.
- d. Other matters: **None at this time.**

Respectfully submitted, this the 24th day of January, 2020.

Poole Huffman, LLC

Hedrick Law, LLC

/s/ Jon David W. Huffman

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/s/ L. Bruce Hedrick

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EXHIBIT A

Plaintiffs' Exhibit List

Ex. No.	Description
1.	Declaration of Protective Covenants for Regency Oaks
2.	Bylaws of Regency Oaks Neighborhood Association, Inc.
3.	Regency Oaks Association Policy Resolution Establishing Covenant Violation Procedures
4.	Email from Corro'll Driskell to CSS-PNCNorthSonitrol
5.	Regency Oaks Board of Directors Meeting Minutes March 16, 2014
6.	Regency Oaks Board of Directors Meeting Minutes March 24, 2014
7.	NMA First Notice of Violation April 11, 2014
8.	Email from Regency Oaks to Joyce Salandy and Michael Salandy January 12, 2015
9.	Regency Oaks Invoice Number 3164 to Joyce and Michael Salandy 2/12/15
10.	November 2009 Regency Oaks Management Report
11.	January 2010 Regency Oaks Management Report
12.	December 2011 Regency Oaks Management Report
13.	May 2012 Regency Oaks Management Report
14.	2013 Regency Oaks Income/Expense Statement
15.	Advisory Committee Handbook
16.	Email from Michael Salandy to Tiffany Willis March 29, 2013
17.	Email from Jackie McGovern to Michael Salandy, Alberta Taylor, Lisa Smith, & George Tobo May 30, 2013
18.	Email from Jackie McGovern to Michael Salandy June 12, 2013
19.	Email from Alberta Taylor to Jackie McGovern, Michael Salandy, smithreunite@gmail, tiphine@bellsouth.ent , and Laurence Smith Jun 19, 2013
20.	Email from Michael Salandy to Lisa Smith, Alberta Taylor, and Jackie McGovern July 7, 2013
21.	Email from Michael Salandy to Jackie McGovern, Alberta Taylor, Lisa Smith, and George Tobo August 5, 2013

22.	Email from Michael Salandy, to Danielle Olivia, Jackie McGovern, Nia Moore, Lisa Smith and Alberta Taylor November 8, 2013
23.	Email from Michael Salandy to Jackie McGovern November 27, 2013
24.	Email from Michael Salandy to Regency Oaks Clubhouse, Coy Satterfield, Sandra Holliday, and aytaylor2@yahoo.com April 21, 2011
25.	Email from Laurence Smith to Alberta Taylor, Coy Satterfield, Michael Salandy, and Sandra Holliday March 21, 2011
26.	Letter to Michael Salandy from Darchelle Exum September 12, 2007
27.	Rodas Cleaning Service Invoices
28.	Regency Oaks Check Number 1117 to Rolando Rodas January 6, 2011
29.	Regency Oaks Checks to Michael Salandy
30.	Regency Oaks Check No 1037 to J.C.S. April 1, 2011
31.	Petty Cash Report 9/7/12
32.	Petty Case Report 10/30/12
33.	Petty Cash Report July 2013
34.	Petty Cash Report August 2013
35.	Petty Cash Report October 2013
36.	Petty Cash Report November 2013
37.	PNC Bank Statement 3/31/12-4/30/12
38.	Wells Fargo Insufficient Funds Notice 4/25/12
39.	Email from Nextdoor Regency Oaks to Jsalandy89@gmail.com 1/21/14
40.	How The Redirected Funds From the Petty Cash? Voices of Regency Oaks Meeting Notice for 2/1/14
41.	Email from Nextdoor to jsalandy89@gmail.com regarding 2015 State of Regency Oaks 1/20/15
42.	Regency Oaks Community Concerned Member Powerpoint 2/1/14
43.	2011 Corporation Annual Registration Salandy and Associates Inc.
44.	Joyces Cleaning Services Business Occupational Tax Certificate 10/28/2010
45.	Email from Joyce Salandy to help@regencyoaks.org regarding non-working key cards 1/26/14
46.	Email from Joyce Salandy to Danielle Oliva 6/29/14
47.	Email from Danielle Olivia to Corro'll Driskell 1/16/14
48.	Email from Danielle Olivia to Corro'll Driskell 1/17/17

49.	Email from Danielle Olivia to Corro'll Driskell, Jackie McGovern, Dennis Brazil, and Vickie Williams 1/21/14
50.	Email from Regency Oaks Clubhouse to Michael Salandy 1/26/14
51.	Email from Alberta Taylor to Lisa Smith and Jackie McGovern 12/12/13
52.	Notes from Joyce Salandy and Clubhouse Reservation Agreements
53.	Clubhouse Reservations Spreadsheet 1/5/13-12/27/13
54.	Email from Jackie McGovern to Angela Williams 2/14/14
55.	Affidavit of Alberta Taylor
56.	Email from Lisa Smith to Jacki McGovern 8/20/13
57.	Incident/Investigation Report 2/17/14
58.	Application for Warrant Michael Salandy 10/9/14
59.	Affidavit for Arrest Michael Salandy 10/9/14
60.	Application for Warrant Joyce Salandy 10/9/14
61.	Affidavit for Arrest Joyce Salandy 10/9/14
62.	Direct Indictment 5/17/16
63.	Email from Patrick Triplett to Corro'll Driskell 4/1/14
64.	Email from Patrick Triplett to Corro'll Driskell 5/12/14
65.	Email from Patrick Triplett to Corro'll Driskell 8/15/14
66.	Email from Patrick Triplett to Corro'll Driskell 11/12/14
67.	Email from Patrick Triplett to Corro'll Driskell 1/20/15
68.	Corro'll Driskell Nextdoor Post
69.	Email from Corro'll Driskell to Jocelyn Watkins 7/26/16
70.	State of the Regency Oaks Flyer
71.	Regency Oaks Vendor Histories Elite Care
72.	Regency Oaks Vendor Histories Rodas Cleaning Service
73.	Regency Oaks Check No. 1029 to Rolando Rodas
74.	Regency Oaks Checks to V&G Cleaning Company LLC
75.	Regency Oaks Check No. 1248 to Hairston & Cooper
76.	Regency Oaks Check No. 1128 to Friends of Wolf Creek
77.	Regency Oaks Check No. 1174 to Friends of Wolf Creek
78.	Friends of Wolf Creek Secretary of State Business Search
79.	Regency Oaks Check No. 1181 to Doing It Divine Inspirational Digital Artistry
80.	Regency Oaks Check No. 1135 to GA HOA
81.	HOA Alliance Secretary of State Profile
82.	Regency Oaks Check No. 1249 to Vince Phillips Inc.
83.	Regency Oaks Check No. 1179 to Corro'll Driskell
84.	Regency Oaks Checks to Corro'll Driskell

85.	Regency Oaks BB&T Statement 2/28/17
86.	Regency Oaks BB&T Statement 3/31/17
87.	Email from Corro'll Driskell to Patrick Triplett 5/4/15
88.	Email from Corro'll Driskell to Patrick Triplett 6/23/15
89.	Email from Marvin Arrington to Ben Ost 1/15/14
90.	Email from Marvin Arrington to Rocky Meyers 3/25/14
91.	Email from Marvin Arrington to Regency Oaks 4/10/14
92.	Email from Marvin Arrington to Kenya Johnson and Corro'll Driskell 8/4/14
93.	Email from Valerie Brewer to Marvin Arrington 6/22/15
94.	Email from Marvin Arrington to Kenya Johnson 6/23/15
95.	Email from Marvin Arrington to Corro'll Driskell and Kenya Johnson 4/1/16
96.	Email from Marvin Arrington to Corro'll Driskell and Cynthia Cartwright 5/31/16
97.	Email from Gary Stiles to Marvin Arrington 4/7/16
98.	Email from Marvin Arrington to Jocelyn Watkins, Corro'll Driskell, and Rewa Collier 7/13/16
99.	Email from Marvin Arrington to Rewa Collier 2/28/17
100.	Email from Paul L. Howard to Marvin Arrington 5/2/17
101.	Email from Marvin Arrington to Rewa Collier, Paul L. Howard, Jocelyn Watkins, and Corro'll Driskell 5/25/17
102.	Email from Rewa Collier to Kamron Mitchell, and Will A. Arnold 7/7/15
103.	Email from Rewa Collier to Kamron Mitchell 10/15/15
104.	Email from Kenya Johnson to Kamron Mitchell and Rewa Collier 3/28/16
105.	Email from Corro'll Driskell to Jocelyn Watkins 8/31/16
106.	Regency Oaks Homeowners Association Criminal Charges Assessment
107.	Email from Jocelyn Watkins to Corro'll Driskell 7/13/16
108.	Email from Jocelyn Watkins to Marvin Arrington, Corro'll Driskell, and Rewa Collier 7/13/16
109.	Email from Jocelyn Watkins to Corro'll Driskell 7/21/16
110.	Email from Jocelyn Watkins to Corro'll Driskell 9/1/16
111.	Email from Jocelyn Watkins to Corro'll Driskell 10/31/16
112.	Email from Corro'll Driskell to Jocelyn Watkins 11/22/16
113.	Email from Jocelyn Watkins to Corro'll Driskell 1/26/17
114.	Email from Jocelyn Watkins to Paul L. Howard 5/25/17

115.	Email from Jocelyn Watkins to Keith Lamar 8/21/17
116.	Email from Jocelyn Watkins to Aisha Johnson 11/9/17
117.	Email from Jocelyn Watkins to Keith Lamar, Cynthia B. Nwokocho, Obed Ford, and Paul L. Howard 1/2/18
118.	Email from Jocelyn Watkins to Obed Ford and Keith Lamar 2/7/18
119.	Email from Jocelyn Watkins to Cynthia B. Nwokocho 2/7/18
120.	Email from Jocelyn Watkins to Corro'll Driskell 6/13/18
121.	Email from Corro'll Driskell to Jocelyn Watkins 6/18/18
122.	Email from Rewa Collier to Jocelyn Watkins 7/11/16
123.	Email from Rewa Collier to Jocelyn Watkins 7/13/16
124.	Email from Rewa Collier to Jocelyn Watkins 9/1/16
125.	Email from Cynthia Cartwright to Corro'll Driskell 5/31/16
126.	Justin Greathouse Letter
127.	GBI Investigative Summary 6/29/18
128.	GBI Investigative Summary 7/11/18
129.	GBI Investigative Summary 7/12/18
130.	GBI Investigative Summary 8/28/18
131.	Email from Michael Salandy to smithreunite@gmail.com ; Alberta Taylor, tiphine@bellsouth.net ; Jackie McGovern; and Laurence Smith 06/19/13
132.	Invoices from J.C.S. to Regency Oaks
133.	Invoices from X-Man Enterprises to Regency Oaks
134.	Receipts
135.	Petty Cash Report 10/01/12
136.	Petty Cash Report 03/29/13
137.	Petty Cash Report 05/31/13
138.	UnionBank Statement of Accounts
139.	Email from Alberta Taylor to Lisa Smith, Michael Salandy, and Joyce Salandy 11/21/13
140.	Email from Regency Oaks Communications to Joyce and Michael Salandy 01/26/15
141.	Email from Nextdoor Regency Oaks to Joyce Salandy 01/24/14
142.	Email from Nextdoor Regency Oaks to Joyce Salandy 02/01/14
143.	Email from Nextdoor Regency Oaks to Joyce Salandy 02/19/14
144.	Letter from James Clifton to the Board of Directors and Advisory Committee 11/24/14
145.	Letter from James Clifton to the Board of Directors and Advisory Committee 01/06/15
146.	Fulton County Superior Court Initial - Failure to Appear 01/26/15

147.	Michael Salandy's Atlantic Limousine & Transportation badge
148.	Wells Fargo Statement of Accounts
149.	Internal Revenue Service records
150.	Poole Huffman, LLC attorney invoices
151.	Photo front of Regency Oaks clubhouse
152.	Photo Regency Oaks Clubhouse dining hall/main area (1)
153.	Photo Regency Oaks Clubhouse dining hall/main area (2)
154.	Photo Regency Oaks Clubhouse kitchen
155.	Photo Regency Oaks Clubhouse outside of kitchen
156.	Photo Regency Oaks Clubhouse dining hall/main area (3)
157.	Photo Regency Oaks Clubhouse men's restroom
158.	Photo Regency Oaks Clubhouse restroom
159.	Photo Regency Oaks Clubhouse shower
160.	Photo Regency Oaks Clubhouse entryway
161.	Photo Regency Oaks Clubhouse playground (1)
162.	Photo Regency Oaks Clubhouse playground (2)
163.	Photo Regency Oaks Clubhouse tennis courts (1)
164.	Photo Regency Oaks Clubhouse basketball court (1)
165.	Photo Regency Oaks Clubhouse tennis courts (3)
166.	Photo Regency Oaks Clubhouse basketball court (2)
167.	Photo Regency Oaks Clubhouse trash cans (1)
168.	Photo Regency Oaks Clubhouse gym (1)
169.	Photo Regency Oaks Clubhouse gym (2)
170.	Photo Regency Oaks Clubhouse pool (1)
171.	Photo Regency Oaks Clubhouse pool (2)

EXHIBIT B

Defendants' Exhibits

1. Hudson Ex. 1 (2010 Application by Joyce Salandy)
2. Hudson Ex. 2 (2011 Registration by Joyce Salandy)
3. Hudson Ex. 3 (5-page payment history from U.S. Xpress)
4. Hudson Ex. 4 (Billing and payment records of U.S. Xpress)
5. Summary created by Corro'll Driskell
6. Income/Expense Statement showing cleaning budget through Nov. 2011
7. Income/Expense Statement showing cleaning budget through Nov. 2012
8. Income/Expense Statement showing cleaning budget through Nov. 2013
9. Income/Expense Statement from the Salandys' files (May 2012)
10. Income/Expense Statement from the Salandys' files (June 2012)
11. Income/Expense Statement from the Salandys' files (July 2012)
12. Income/Expense Statement from the Salandys' files (August 2012)
13. Income/Expense Statement from the Salandys' files (October 2012)
14. X-Man Enterprises Invoices (#'s 2009, 2010, and 2011)

15. "J.C.S." Invoices 2060, 2073-2077, 2080-2086, 2089, 2106-2109, 2111, 2115-2119, 2137, 2138 (dated 03/02/2013), 2138 (dated 03/09/2013), 2139-2141, 2146, "10/14/13," and "110113."
16. March 2011 Secretary of State Invoice and Registration for Salandy and Associates Inc.
17. Secretary of State and Google information for "Joyce Cleaning Services, LLC"
18. SunTrust Deposit Account Resolution signed by Joyce Salandy
19. SunTrust records for January 2011 (Joyces Cleaning Service)
20. EIN Application for "Joyce Cleaning Service"
21. SunTrust records for February 2011 (Joyces Cleaning Service)
22. SunTrust records for March 2011 (Joyces Cleaning Service)
23. SunTrust records for April 2011 (Joyces Cleaning Service)
24. SunTrust records for May 2011 (Joyces Cleaning Service)
25. SunTrust records for June 2011 (Joyces Cleaning Service)
26. SunTrust records for July 2011 (Joyces Cleaning Service)
27. SunTrust records for August 2011 (Joyces Cleaning Service)
28. SunTrust records for September 2011 (Joyces Cleaning Service)
29. SunTrust records for October 2011 (Joyces Cleaning Service)
30. 11/22/2011 IRS Notice to "Joyce's Cleaning Service"
31. SunTrust records for November 2011 (Joyces Cleaning Service)
32. SunTrust records for December 2011 (Joyces Cleaning Service)

33. 1/4/2012 IRS Notice to Joyce Ann Salandy of “Joyce Cleaning Service”
34. 2011 1099-MISC issued to Cokao LLC by “Joyce’s Cleaning Service”
35. SunTrust records for January 2012 (Joyces Cleaning Service)
36. SunTrust records for February 2012 (Joyces Cleaning Service)
37. SunTrust records for March 2012 (Joyces Cleaning Service)
38. Return NSF of \$2,000.00 check
39. SunTrust records for April 2012 (Joyces Cleaning Service)
40. Salandys’ U.S. Income Tax Return (1040 only) for 2011, filed on April 7, 2012
41. 2011 Schedule C for “Joyce Cleaning Service”
42. Advantage Checking Statement for “X-Man Enterprises” – opened 4/9/2012
43. Gold Account Statement for “Joyce Cleaning Service” – opened 4/16/2012
44. April 2012 PNC statement for Regency Oaks/NMA to 3381 Walnut Rdg
45. April 24, 2012 \$36.00 charge for \$2,000.00 check dated April 19, 2012
46. Notice of return for non-payment sent to Mr. Salandy (3381 Walnut Rdg)
47. Advantage Checking Statement for “X-Man Enterprises” (May 2012)
48. Gold Account Statement for “Joyce Cleaning Service” (May 2012)
49. SunTrust records for May 2012 (Joyces Cleaning Service)

50. May 2012 PNC bank statement for Regency Oaks/NMA to 3381 Walnut Rdg
51. Advantage Checking Statement for “X-Man Enterprises” (June 2012)
52. SunTrust records for June 2012 (Joyces Cleaning Service)
53. June 2012 PNC bank statement for Regency Oaks/NMA to 3381 Walnut Rdg
54. Advantage Checking Statement for “X-Man Enterprises” (July 2012)
55. SunTrust records for July 2012 (Joyces Cleaning Service)
56. July 2012 PNC bank statement for Regency Oaks/NMA to 3381 Walnut Rdg
57. Advantage Checking Statement for “X-Man Enterprises” (August 2012)
58. SunTrust records for August 2012 (Joyces Cleaning Service)
59. August 2012 PNC statement for Regency Oaks/NMA to 3381 Walnut Rdg
60. September 2012 Management Report by Danielle Oliva
61. Combined statement for “X-Man Enterprises” (September 2012)
62. SunTrust records for September 2012 (Joyces Cleaning Service)
63. September 2012 PNC statement for Regency Oaks/NMA to 3381 Walnut Rdg
64. Combined statement for “X-Man Enterprises” (October 2012)
65. SunTrust records for October 2012 (Joyces Cleaning Service)
66. October PNC statement for Regency Oaks/NMA to 3381 Walnut Rdg

67. Combined statement for "X-Man Enterprises" (November 2012)
68. SunTrust records for November 2012 (Joyces Cleaning Service)
69. Combined statement for "X-Man Enterprises" (December 2012)
70. SunTrust records for December 2012 (Joyces Cleaning Service)
71. Combined statement for "X-Man Enterprises" (January 2013)
72. SunTrust records for January 2013 (Joyces Cleaning Service)
73. Combined statement for "X-Man Enterprises" (February 2013)
74. SunTrust records for February 2013 (Joyces Cleaning Service)
75. Advantage Checking Statement for "X-Man Enterprises" (March 2013)
76. Gold Account Statement for "Joyce Cleaning Service" (March 2013)
77. SunTrust records for March 2013 (Joyces Cleaning Service)
78. Salandys' U.S. Income Tax Return (1040 only) for 2012, filed March 25, 2013
79. 2012 Schedule C for "Joyce Cleaning Service"
80. 2012 Schedule C for "X-Man Enterprises"
81. Advantage Checking Statement for "X-Man Enterprises" (April 2013)
82. Gold Account Statement for "Joyce Cleaning Service" (April 2013)
83. SunTrust records for April 2013 (Joyces Cleaning Service)
84. Advantage Checking Statement for "X-Man Enterprises" (May 2013)
85. Gold Account Statement for "Joyce Cleaning Service" (May 2013)
86. SunTrust records for May 2013 (Joyces Cleaning Service)

87. Advantage Checking Statement for “X-Man Enterprises” (June 2013)
88. Gold Account Statement for “Joyce Cleaning Service” (June 2013)
89. Advantage Checking Statement for “X-Man Enterprises” (July 2013)
90. Gold Account Statement for “Joyce Cleaning Service” (July 2013)
91. Advantage Checking Statement for “X-Man Enterprises” (August 2013)
92. Gold Account Statement for “Joyce Cleaning Service” (August 2013)
93. Advantage Checking Statement for “X-Man Enterprises” (September 2013)
94. Gold Account Statement for “Joyce Cleaning Service” (September 2013)
95. Advantage Checking Statement for “X-Man Enterprises” (October 2013)
96. Gold Account Statement for “Joyce Cleaning Service” (October 2013)
97. Advantage Checking Statement for “X-Man Enterprises” (November 2013)
98. Gold Account Statement for “Joyce Cleaning Service” (November 2013)
99. Advantage Checking Statement for “X-Man Enterprises” (December 2013)
100. Gold Account Statement for “Joyce Cleaning Service” (December 2013)
101. Union Bank statement for Regency Oaks/NMA – sent to NMA (Dec. 2013)

102. Salandys' U.S. Income Tax Return (1040 only) for 2013, undated
103. 2011 Schedule C for "Joyce Cleaning Service"
104. 2011 Schedule C for Michael Salandy ("Limousine")
105. September 9, 2013 e-mail
106. October 18, 2013 e-mail
107. November 4, 2013, e-mail
108. "Let Your Voice Be Heard" Petition
109. November 7, 2013 e-mail
110. November 21, 2013 e-mail
111. November 26, 2013 e-mail
112. November 27, 2013 e-mail
113. December 5, 2013 e-mail
114. December 11-12, 2013 e-mail chain
115. December 12, 2013 e-mail concerning budget for flowers
116. December 26, 2013 e-mail
117. January 7, 2014 e-mail
118. January 13, 2014 e-mail
119. January 21, 2014, e-mail
120. January 23, 2014 e-mail
121. January 24, 2014, e-mail

122. January 26, 2014 e-mail
123. January 29, 2014, letter from M. Hopkins to Salandys
124. January 23-31, 2014 e-mail chain
125. “Voices of Regency Oaks” Meeting Announcement
126. Power Point presentation of February 1, 2014
127. Application for Reservation Agreement
128. Independent Accountants’ Report
129. Voting list for 2014
130. Voting List for 2015
131. Voting List for 2016
132. Voting List for 2017
133. Proxy vote dated March 1, 2017
134. Statement of Account as of June 3, 2014
135. “Invoice” sent in error on January 12, 2015
136. Transaction History showing correction of error on January 15, 2014
137. Salandy Statement dated May 30, 2017
138. Salandy Statement dated September 28, 2017
139. Incident/Investigation (Police) Report dated February 1, 2014
140. Triplett Affidavit for Arrest (10/9/2014 – Michael Salandy)
141. Triplett Affidavit for Arrest (10/9/2014 – Joyce Salandy)

142. November 24, 2014 letter from James W. Clifton
143. April 1, 2016, Indictment of Joyce Salandy and Michael Salandy
144. Criminal Charges Assessment
145. Articles of Incorporation
146. Declaration of Protective Covenants
147. Bylaws
148. Standing Committee Guidelines
149. 2005 Advisory Committee Handbook
150. 2011 Advisory Committee Handbook
151. Sonitrol / Regency Oaks Access Search records (1/1/2014 - 10/1/2014)
152. Sonitrol / Regency Oaks Access Search records (1/15/2014 - 1/15/2015)
153. Full email chain re: changes in system admin rights
154. E-mail from Driskell to Triplett with relevant background material and witnesses
155. Notebook provided to Fulton County authorities

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

