John D. Vaughn, State Bar No. 171801
Jeffrey A. Feasby, State Bar No. 208759
PEREZ WILSON VAUGHN & FEASBY
750 B Street, Suite 3300
San Diego, California 92101
Telephone: 619-702-8044
Facsimile: 619-460-0437
E-Mail: vaughn@perezwilson.com
E-Mail: feasby@perezwislson.com

Attorneys for Defendant and Counterclaimant
Windermere Real Estate Services Company

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BENNION & DEVILLE FINE HOMES, INC., a California corporation, BENNION & DEVILLE FINE HOMES SOCAL, INC., a California corporation, WINDERMERE SERVICES SOUTHERN CALIFORNIA, INC., a California corporation,

Plaintiffs,

v.

WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation; and DOES 1-10

Defendant.

AND RELATED COUNTERCLAIMS

Case No. 5:15-CV-01921 R (KKx)

Hon. Manuel L. Real

REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF WINDERMERE REAL ESTATE SERVICES COMPANY'S MOTION TO DISMISS PLAINTIFFS' COMPLAINT

[F.R.C.P. 12(b)(6)]

Date: November 16, 2015
Time: 10:00 a.m.
Courtroom: 6

Table of Contents

Federal Cases

California Cases

Federal Rules

California Statutes

I. INTRODUCTION

In its moving papers, WSC[1] established that the Court should dismiss the Complaint's First and Third through Seventh Causes of Action because those causes of action failed to state claims upon which relief can be granted. Plaintiffs' opposition does nothing to change that result.

Plaintiffs concede that WSC is not a party to the Confidentiality Agreement. Accordingly, Plaintiffs cannot state a claim against WSC for breach of that agreement. As to the balance of Plaintiffs' contract claims, Plaintiffs ask the Court to ignore the plain terms of those contracts and instead accept self-serving legal and factual conclusions that are not *at all* supported by the allegations in the Complaint and/or *are directly contradicted by the terms of the contracts themselves*. Thus, Plaintiffs' arguments and the allegations upon which they rely fail to state any claims for breach of those contracts as a matter of law.

Plaintiffs' opposition similarly fails to resuscitate Plaintiffs' tort claims. The claims for Intentional Interference with Contractual Relations and Intentional Interference with Prospective Economic advantage fail because the Complaint does not identify the third parties with whom Plaintiffs contend they had contracts or a prospective economic advantage with the high standard of legal sufficiency required by federal and California law. Further, the claim for Breach of the Covenant of Good Faith and Fair Dealing fails because Plaintiffs have failed to properly allege a benefit that the contracts provided to Plaintiffs with which WSC interfered.

For these reasons, and as set forth more fully below, the Court should grant WSC's Motion to Dismiss.

///

///

[1] For the sake of brevity and consistency, WSC uses the same defined terms herein as set forth in its moving papers.

II. LEGAL ANALYSIS

Tellingly, Plaintiffs' opposition does not set forth any standards for ruling on a motion to dismiss under FRCP 12(b)(6). However, from the arguments raised in the opposition, it appears that Plaintiffs rely on the standards that existed prior to the *Bell Atl. v. Twombly*, 550 U.S. 544, 570 (2007) and *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) decisions. Following these decisions, the standards on a motion to dismiss became far more stringent for pleaders. Applying the standards set forth by the Supreme Court in those cases, and as set forth in WSC's moving papers and below, it is clear that Plaintiffs have failed to state claims as a matter of law.

A. All of Plaintiffs' Breach of Contract Claims Fail to State a Claim Against WSC

Plaintiffs' breach of contract claims are based on Plaintiffs' contention that WSC did not provide a quality of services that Plaintiffs wanted.[2] However, there is *nothing* in any of the parties' agreements that required WSC to provide a certain quality of services. Rather, the parties' agreements explained the nature of the parties' relationships and generally outlined certain services that would be provided by *all* parties - WSC and Plaintiffs – under the agreements governing the parties' relationships. Plaintiffs themselves concede these services were, in fact, provided by WSC. Thus, even accepting Plaintiffs' allegations as true, Plaintiffs' complaint that the *quality* of those services did not satisfy Plaintiffs does not equate to a claim for breach of contract as a matter of law.

///

///

///

[2] As Plaintiffs point out, the parties worked together for 15 years during which time WSC's "quality of services" apparently satisfied Plaintiffs. It is only now, following the disintegration of the parties' long relationship and when loans are coming due and Plaintiffs' owe WSC over $1.2 million in franchise-related fees that WSC's "quality of services" has suddenly become an issue for Plaintiffs.

1. Plaintiffs Fail to State a Claim for Breach of the Confidentiality Agreement

Plaintiffs admit in their opposition that WSC is not a party to the Confidentiality Agreement. (Opposition, pp. 13-14.) However, Plaintiffs argue that WSC nevertheless is liable under the Agreement because John Jacobi signed it instead of WSC only because the parties intended that he and his accountant would view the purportedly sensitive information. (*Id*.) However, none of these self-serving contentions are set forth in the Complaint. And even if they *were* set forth in the Complaint, they still would not make WSC a party to the Agreement. As set forth in WSC's moving papers, the Confidentiality Agreement clearly states that it is between Plaintiffs and Bennion and Deville, on the one hand, and John Jacobi on the other hand. Accordingly, the Court can and should disregard Plaintiffs allegations and argument to the contrary. *See Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir. 2001) ("The court need not, however, accept as true allegations that contradict matters properly subject to judicial notice or by exhibit."); *United States ex rel. Riley v. St. Luke's Episcopal Hosp*., 355 F.3d 370, 377 (5th Cir. 2004) ("If such an allegation is contradicted by the contents of an exhibit attached to the pleading, then indeed the exhibit and not the allegation controls."). As such, the Court should dismiss Plaintiffs' claim for breach of the Confidentiality Agreement.[3]

2. Plaintiffs Fail to State a Claim for Breach of the Coachella Valley Franchise Agreement

As set forth in WSC's moving papers, Plaintiffs cite four provisions of the Coachella Valley Franchise Agreement that they contend were breached. Plaintiffs appear to concede that they have not asserted a breach of Section 4 of that Agreement or the Affiliate Fee Schedule Attachment, and they do not address those

[3] Plaintiffs claim that they could amend this claim to add Mr. Jacobi as a defendant. Plaintiffs likely did not sue Mr. Jacobi at the outset due to (legitimate) concerns with personal jurisdiction.

provisions in their opposition. That leaves Plaintiffs to argue that WSC breached Section 1 and Recital A of the Agreement. However, neither of these provisions supports a breach of contract claim against WSC.

First, Plaintiffs claim that WSC breached Section 1 of the agreement by "failing to provide the promised 'services' to enhance Plaintiffs' 'profitability.'" (Complaint, ¶ 116(a).) Section 1 provides, *in its entirety*:

> WSC will provide a variety of services to Licensee for the benefit of Licensee and other licensees, designed to complement the real estate brokerage business activities of Licensee and to enhance its profitability. Except where notified in advance that a specific charge will be assessed to Licensee, all services provided by WSC shall be without additional cost and shall be included in the fee provided for in Section 5.

From this language, Plaintiffs argue that Section 1 obligated WSC to provide "Technology Services," "Franchise Support Services," and "Marketing Services and Support." Plaintiffs rely on various allegations in the Complaint to assert that WSC was obligated to provide these services. However, *there is nothing in this Agreement that imposed these obligations*. Rather, these are alleged contractual obligations that Plaintiffs have, quite literally, made up. They do not exist in fact. Simply because they have been alleged is irrelevant as the terms of the Agreement trump Plaintiffs' fictions. *Ex. re. Riley*, 355 F.3d at 377; *Sprewell*, 266 F.3d at 988. Thus, Plaintiffs are left with the terms of Section 1, which are not "definite enough that a court can determine the scope of the duty and the limits of performance must be sufficiently defined to provide a rational basis for assessment of damages." *Ladas v. California State Auto. Assn.*, 19 Cal.App.4th 761, 770 (1993).

Plaintiffs rely on a number of authorities to argue that a court interpreting a contract should give effect to every provision of an agreement. However, the California Civil Code provision setting forth this rule of interpretation makes it clear that this is only so "if reasonably practicable." Cal. Civ. Code § 1641. In this case, there is no practicable way to give effect to Section 1. Plaintiffs *concede* this fact in the subsequent argument in their opposition, where they admit that "Section 1 does

not expressly identify those 'varied services' that WSC is obligated to provide." (Opposition, p. 6, ll. 1-2.) In fact, there is nothing in Section 1, or anywhere else in the Coachella Valley Franchise Agreement for that matter, that would impose upon WSC the obligations Plaintiffs now contend WSC owed to them.

Plaintiffs next argue that since Section 1 does not expressly identify the "varied services" that WSC was to provide, the Court should use parole evidence in the form of Plaintiffs' unsupported conclusory allegations in the Complaint that WSC was required to provide technology services, franchise support services, and marketing services. (Opposition, p. 6, ll. 14-16.) However, such improper conclusory allegations cannot save this claim from dismissal, particularly in light of the fact that these allegations are contradicted by the terms of the Agreement itself.

Plaintiffs further contend that any ambiguities in Section 1 should be construed against WSC as the drafter of the agreement. But Plaintiffs miss the point. Section 1 is *not ambiguous*. Rather, it is not definite enough to be enforceable – an important legal distinction Plaintiffs fail to make. Moreover, nowhere have Plaintiffs ever alleged that WSC was the drafter of the Coachella Valley Franchise Agreement. Therefore, there is no basis whatsoever for the Court to construe anything in Section 1 against WSC.

Finally, Plaintiffs contend that they properly alleged a claim for breach of Recital A of the Coachella Valley Franchise Agreement. In so doing, Plaintiffs disingenuously and unfortunately claim that WSC intentionally misled the Court by ignoring Section 2 of the Agreement. WSC did not address Section 2 of the Coachella Valley Franchise Agreement in its motion ***because Plaintiffs did not allege that WSC breached that provision of the Agreement***. (*See* Complaint, ¶ 116 [alleging *only* that WSC breached Section 1, Section 4, Recital A, and the Affiliate Fee Schedule Attachment].) And even if Plaintiffs *had* alleged that WSC breached Section 2 (they did not), the Agreement does not support this contention in any way shape or form.

Specifically, Section 2 only granted Bennion & Deville Fine Homes, Inc. a license to use the "Windermere System," which is defined in Recital A as:

> the standards, methods, procedures, techniques, specifications and programs developed by WSC for the establishment, operation and promotion of independently owned real estate brokerage offices, ***as those standards, methods, procedures, techniques, specifications and programs may be added to, changed, modified, withdrawn or otherwise revised by WSC***.

(Emphasis added.) Plaintiffs contend that WSC breached Section 2 by failing to provide a "viable" Windermere System. Viability is an issue of quality. However, as set forth in the emphasized language above, the parties' definition of "Windermere System" grants WSC the *absolute discretion* over quality. Importantly, Plaintiffs did not, and cannot, allege that WSC did not allow the licensee to utilize the Windermere System as developed by WSC. As a result, Plaintiffs have not stated cannot state a claim that WSC breached Section 2 of the Coachella Valley Franchise Agreement.

For all of these reasons, and for those set forth in WSC's moving papers, Plaintiffs have failed to state a claim that WSC breached the Coachella Valley Franchise Agreement. As a result, the Court should grant WSC's motion and dismiss Plaintiffs' claim for Breach of the Coachella Valley Franchise Agreement with prejudice and without leave to amend.

3. Plaintiffs Fail to State a Claim for Breach of the SoCal Franchise Agreement

As set forth in WSC's moving papers, the Complaint alleges that WSC breached four specific provisions of the SoCal Franchise Agreement. As with the Coachella Valley Franchise Agreement, Plaintiffs appear to concede that two of those provisions do not support a claim – Section 6 and the Affiliate Fee Schedule Attachment – and they do not address those provisions in their opposition. As a result, Plaintiffs only argue that WSC breached Section 3 and Recital A of the

///

Agreement. Although not alleged in their Complaint, Plaintiffs now argue that WSC breached Section 1 of the Agreement as well.

With regard to Section 3, Plaintiffs concede that WSC had the discretion to choose the form of guidance it provided under the SoCal Franchise Agreement. (Opposition, p. 9, ll. 6-9.) Thus, Plaintiffs now argue that WSC breached this provision by failing to provide ***any*** guidance. However, emblematic of Plaintiffs' opposition, this argument *directly contradicts* the Complaint, which alleges that WSC *did* provide a "little" guidance. (Complaint, ¶ 45.) Again, to the extent Plaintiffs supposedly did not like the quality of guidance provided, that was left to WSC's sole discretion as a matter of law. Moreover, Plaintiffs themselves concede that this provision is "nebulous." (Complaint, ¶ 45.) It certainly is not definite enough that the Court "can determine the scope of the duty and the limits of performance must be sufficiently defined to provide a rational basis for assessment of damages." *Ladas*, 19 Cal.App.4th at 770.

With regard to Recital A of the SoCal Franchise Agreement, like Recital A to the Coachella Valley Franchise Agreement, that provision simply defined certain terms, including the "Windermere System." In fact, the definitions are the same. Plaintiffs again artfully criticize WSC for not addressing another provision of the Agreement that Plaintiffs *failed to include* in the Complaint as having allegedly been breached – Section 1. However, Like Section 2 of the Coachella Valley Franchise Agreement, Section 1 of the SoCal Franchise Agreement merely granted the right to use the Windermere System. Thus, for the same reasons that Plaintiffs cannot state a claim for breach of Section 2 of the Coachella Valley Franchise Agreement, they also cannot state a claim for breach of Section 1 of the SoCal Franchise Agreement.

Accordingly, the Complaint fails to set forth any proper factual allegations establishing that WSC owed the obligations Plaintiffs contend or that WSC breached any contractual obligations allegedly owed to Plaintiffs. As a result, the Court should grant WSC's motion and dismiss the Complaint's Third Cause of

Action for Breach of the SoCal Franchise Agreement with prejudice and without leave to amend.

4. Plaintiffs Failed to State a Claim for Breach of the Modification Agreement

As noted in the moving papers, Plaintiffs asserted two breaches of the Modification Agreement - Section 3(A) and Section 15. Plaintiffs appear to concede that the Complaint does not assert a claim for breach of Section 15 and do not address that provision in their opposition.

Plaintiffs argue that Section 3(A) is enforceable because the Court should construe all portions of the Agreement, including the vague language "commercially reasonable efforts." However, as set forth above, the Court has an obligation and ability to give every portion of an agreement force and effect *only* where it is "reasonably practicable" to do so. *See* Cal. Civ. Code § 1641. Here, "commercially reasonable efforts" is not definite enough that the Court "can determine the scope of the duty and the limits of performance must be sufficiently defined to provide a rational basis for assessment of damages." *Ladas*, 19 Cal.App.4th at 770. Therefore, that provision is not enforceable against WSC.

Plaintiffs next argue that any ambiguities in the contract should be construed against WSC. However, as with the Coachella Valley Franchise Agreement, nowhere is it alleged that WSC drafted the Modification Agreement. Nor will the Court ever see that allegation because, as a matter of fact, *Plaintiffs drafted the Modification Agreement.*

For all of these reasons, and for those set forth in WSC's moving papers, Plaintiffs have failed to state a claim for breach of the Modification Agreement. As a result, the Court should grant WSC's motion and dismiss Plaintiffs' claim for breach of the Modification Agreement with prejudice and without leave to amend.

///

///

B. Plaintiffs Fail to State a Claim for Intentional Interference with Contractual Relations

As established in WSC's moving papers, under *Iqbal* and *Twombly*, a plaintiff asserting a claim for intentional interference with contractual relations "must identify the third party or parties with whom they contracted, and the nature and extent of their relationship with that party or parties." *UMG Recordings, Inc. v. Global Eagle Entertainment, Inc*., No. 14-CV-3466 MMM (JPRX), 2015 WL 4606077 at *15 (C.D. Cal. June 22, 2015). Because the counterclaim in *UMG Recordings* failed to do this, Judge Morrow held that the claim for intentional interference with contractual relations "must be dismissed." *Id*. Here, Plaintiffs concede that they could not meet this burden with regard to their allegations of interference with their franchisee contracts.

Plaintiffs nevertheless contend that Paragraph 61 of the Complaint satisfies their burden because it alleges that WSC recruited their employees and sales agents. Plaintiffs are wrong. Paragraph 61 of the Complaint comes nowhere near satisfying the stringent pleading requirements to which Plaintiffs are bound. WSC's alleged recruitment of unarticulated "employees" is a far cry from identifying the contractual relations with which WSC supposedly interfered – a significantly important pleading requirement that Plaintiffs' should not be permitted to circumvent by lazily pointing to anonymous and unrelated allegations. Plaintiffs also rely on Paragraph 62 of the Complaint which alleges that WSC solicited Plaintiffs' IT personnel. However, Plaintiffs do not allege that any of these employees left their employ with Plaintiffs as a result of WSC's alleged solicitation. Rather, Plaintiffs generally allege that their "sales associates and other employees" joined WSC. These allegations do not meet Plaintiffs' pleading obligations under *Iqbal* and *Twombly*.

Finally, Plaintiffs argue that WSC's argument is "much ado about nothing" because WSC allegedly knows the agents it has improperly solicited. If this

argument were even remotely plausible, there would be no need for a heightened pleading standard for fraud claims since the defendants would "know" what misrepresentations they made and Judge Morrow would not have reached the decision she did in *UMG Recordings* because the defendants in that case would have "known" the parties to the contracts with which it was alleged they had interfered. Thus, even if WSC "knew" of the existence of contracts between Plaintiffs and their employees, this general allegation does not assist in saving Plaintiffs' deficient pleadings.

As held by Judge Morrow, *Iqbal* and *Twombly* require a plaintiff to identify *by name* the parties with whom they had contracts with which they contend the defendant interfered. Plaintiffs have patently failed to do so. Therefore, the Court should grant WSC's motion to dismiss the Complaint's Seventh Cause of Action for Intentional Interference with Contractual Relations with prejudice and without leave to amend.

C. Plaintiffs Failed to State a Claim for Intentional Interference with Prospective Economic Advantage

As with Plaintiffs' contractual interference claim, Plaintiffs concede that a number of the allegations set forth in support of its claim for Intentional Interference with Prospective Economic Advantage do not support that claim – specifically, Paragraphs 164-168 of the Complaint. (Opposition, p. 19, ll. 3-7.) Plaintiffs have withdrawn those allegations.

But Plaintiffs' concessions and withdrawals do absolutely nothing to cure or save their utterly deficient claim for Intentional Interference with Prospective Economic Advantage. Plaintiffs failed, and continue to fail, to allege the specific relationship and "particular individual" with whom WSC supposedly interfered. *See UMG Recordings*, 2015 WL 4606077 at *17 quoting *Damabeh v. 7–Eleven, Inc.*, No. 12–CV–01739 LHK, 2013 WL 1915867 at *10 (N.D. Cal. May 8, 2013) ("'[c]ourts have held that, in order to state a claim for intentional interference with

prospective business advantage, it is ***essential*** that the [claimant] allege facts showing that [d]efendant interfered with [a] relationship with a particular individual.'" [Emphasis added.]). Plaintiffs again argue that the Court should deny WSC's motion to dismiss this claim because Plaintiffs are alleging that WSC interfered with its own franchisees and that WSC is aware of, or should be aware of, the identity of those franchisees. Nonsense. As with Plaintiffs' contractual interference claim, even *if* WSC "knew" the identity of the specific franchisees at issue, such speculated knowledge has nothing to do with Plaintiffs' absolute obligation to sufficiently plead this claim in accordance with *Iqbal* and *Twombly*.

Therefore, the Court should grant WSC's motion to dismiss Plaintiffs' Eighth Cause of Action for Intentional Interference with Prospective Economic Advantage with prejudice and without leave to amend.

D. Plaintiffs Failed to State a Claim for Breach of the Covenant of Good Faith and Fair Dealing

As set forth in WSC's moving papers, the conduct Plaintiffs have alleged breached the covenant of good faith and fair dealing (Complaint, ¶ 146(a)-(j)) fails to state a claim against WSC because it (1) is improper conclusory allegations; (2) is duplicative of Plaintiffs' alleged breaches of contract; or (3) imposes obligations on WSC beyond those imposed by the parties' agreements. Plaintiffs' opposition does not address WSC's first argument, which disposed of the improper allegations regarding WSC's alleged solicitation of Plaintiffs' employees and WSC's alleged failure to act in good faith. (*See* Complaint, ¶ 146(e), (j).) Plaintiffs' arguments regarding WSC's other points do not change the fact that the Court should dismiss this claim.

First, the fact that WSC established that Plaintiffs' allegations fail to support their breach of contract claims does not mean that those same allegations must support a claim for breach of the covenant. To the contrary; the two are not mutually exclusive. Thus, the fact that Plaintiffs' allegations of breaches of the

various contracts are not supported by the terms of those contracts does not mean that those same allegations establish a claim for breach of the covenant. Plaintiffs must still establish that those allegations are not duplicative and that they do not impose obligations on WSC beyond those imposed by the contracts themselves. Plaintiffs have failed to do so.

Plaintiffs next contend that the implied covenant in the parties' contracts precluded WSC from granting licensees to others in Plaintiffs' non-exclusive territories. However, the cases upon which Plaintiffs' rely do not support its argument. First, in *In re Vylene Enters*., 90 F.3d 1472 (9th Cir. 1996), the parties' agreement did not contain a non-exclusivity provision. Instead, the court interpreted the contract and determined it was non-exclusive. *Id*. at 1477. Here, on the other hand, the parties' agreements all contain express language that they are non-exclusive. (Complaint, Ex. A, ¶ 2; Ex. B, ¶ 2; Ex. D, ¶ 1.) This is important because there is a marked distinction between a contract that is silent on this issue of exclusivity and one in which the parties have expressly agreed that it was non-exclusive. In the latter case, the parties have expressly permitted WSC to allow additional parties into Plaintiffs' territories.

Plaintiffs' next rely on *Scheck v. Burger King Corp.*, 756 F.Supp. 543 (S.D. Fla. 1991). However, that case was subsequently ***overruled*** by *Burger King Corp. v. Weaver*, 169 F.3d 1310, 1317 (11th Cir. 1999), in which the Eleventh Circuit stated:

> The rights and duties of the parties to a franchise agreement are created by the agreement. In the absence of an agreement, neither party has a duty to perform and neither has a right against the other. ***Thus, in this case, if Weaver's franchise agreement did not grant him a right to an exclusive territory, BKC incurred no duty to refrain from licensing new franchises in the area***. It is undisputed that Weaver's franchise agreements did not grant Weaver the right to an exclusive territory. Therefore, BKC had no duty to refrain from licensing new franchises in Great Falls. The *Scheck* court's attempt to separate the franchisee's right from the franchisor's duty is logically unsound.

///

(Emphasis added.)[4] A similar result is warranted here. The parties' contracts expressly provide that they are non-exclusive. Therefore, the fact that WSC may have licensed third parties to use its intellectual property in areas in or around Plaintiffs' territories cannot provide a basis for a claim of breach of the covenant against WSC.

Finally, Plaintiffs ask the Court to make certain inferences that the technology fees required WSC to provide state-of-the-art technology services. However, such inferences are not supported by Plaintiffs' conclusory allegations. In fact, they are inconsistent with the terms of the parties' agreements and would impermissibly impose obligations on WSC beyond those imposed by the parties' contracts. *Guz v. Bechtel Nat. Inc*., 24 Cal.4th 317, 352 (2000) (to the extent a plaintiff seeks to impose limitations "***beyond*** those to which the parties actually agreed, the [implied covenant] claim is invalid." [Emphasis in original.]). Accordingly, the inferences the Plaintiffs ask the Court to make are entirely improper.

For all of these reasons, and for those set forth in WSC's moving papers, the Court should dismiss the Complaint's Fifth Cause of Action for Breach of the Implied Covenant of Good Faith and Fair Dealing.

///

///

///

///

///

///

///

[4] Importantly, the Ninth Circuit in *In re Vyulene Enters*. relied on Scheck in reaching its conclusion 1996. *In re Vyulene Enters*., 90 F.3d at 1477. However, the Ninth Circuit did not have the benefit of *Weaver*, which did not come down until 1999.

III. CONCLUSION

For all of the foregoing reasons, and for those set forth in WSC's moving papers, the Court should grant WSC's motion to dismiss in its entirety, with prejudice and without leave to amend.

DATED: November 2, 2015 PEREZ WILSON VAUGHN & FEASBY

By: /s/ John D. Vaughn
John D. Vaughn
Attorneys for
Windermere Real Estate Services Company