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April 21, 2016 By E-mail and Mail

Autrey James, Judge Advocate [e-mail: post161antioch@gmail.com]

American Legion Department of California [e-mail: commander@calegion.org]

1601 7th Street,

Sanger, CA 93657 (559-8675

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Copy: Larry Van Kuran, Commander, Dept. of California

Re: Confirming Denial Of Trial Manual Hearing By Decision Of The Board Of Review And Implemented by Department Commander Larry Van Kuran On Trial Manual Complaints of Rick Martin and Rees Lloyd Against Past Commander Janet Wilson (2014-2015), and Against Past Judge Advocate John Bart (2014-2015), For Conduct Unbecoming A Member (and Officer) Based On Acts In Connection With The Contract To Move Department Headquarters of The American Legion from the San Francisco War Memorial Building To An Abandoned Bank In Sanger, CA, for \$860,000; and,

Confirming Determination By Department Judge Advocate Autrey James, Communicated To Plaintiffs' Attorney Rees Lloyd on March 19, 2016, By Telephone, That It Is The Position Of Department That There Is No Appeal From Said Decision To Deny Hearing.

Greetings:

First, this is to confirm that on March 19, 2015, Department Judge Advocate Autrey James, by telephone, informed me, Rees Lloyd, in my capacity as attorney for Rick Martin and myself in the Complaints identified above — filed as a matter of right under the Department Trial Manual (2006) against Janet Wilson and John Bart, and each of them, for acts constituting conduct unbecoming in connection with the contract to move the Department headquarters from San Francisco to Sanger — that it is the position of the Department that there is no appeal under the Trial Manual for denial of hearing by the Board of Review, acting as the the trial board with original jurisdiction in this matter because Wilson and Bart were each officers of the Department. (Trial Manual, Title IV, Section 6.).

Given the importance of this determination that there is no appeal from the Board of Review's denial of hearing, please advise immediately if this confirmation is incorrect. Absent objection, this representation of notice that there is no right of appeal will be deemed true and correct.

evidently frivolous, or if the act or acts with which the accused is charged is or are clearly such as do not constitute an offense unbecoming a Legionnaire, he or they may refuse to entertain them. But should it appear otherwise and it is known to him or them that the accuser is a person of good standing, he shall file the charges with the Post Adjutant, with instructions to give the notices hereinabove provided for.”

If you disagree as to any of the matters confirmed herein, please advise immediately so that correction can be made.

CONCLUSION

Notice was given to JA Autrey in the telephone discussion of April 19, 2016, that Plaintiffs Martin and Lloyd disagree entirely and object to the decision to deny hearing, and the decision to deny appeal.

Indeed, as stated, the issue of moving from San Francisco to Sanger was characterized by many as the most divisive and heated controversy in the California Legion in memory. It is therefore, in Plaintiffs’ view, stunningly unreasonable to suggest, let alone find in good faith, that the allegations of the Complaints are “frivolous — including without limitation the allegations of breach of fiduciary duties of honesty and candor in the failure of Janet Wilson as Commander and of John Bart as Judge Advocate to provide to the Department Executive Committee meeting of March 14, 2015, the already signed Sanger Contract (i.e., Agreement For Purchase Of Commercial Property).

That is, as alleged in Complaints, the indisputable facts are that that contract was signed by Janet Wilson on or about “March 6, 2015” offering to purchase the abandoned bank in Sanger for some \$860,000. It was signed by the seller on or about “March 10, 2015,” accepting the offer, and thus binding the Department and the Seller, with the only condition being that it be approved by the DEC. Notwithstanding, Wilson and Bart each failed to inform the DEC members on March 14, 2015, that the contract had already been signed. Each failed to provide that signed contract to the March 14, 2015 DEC meeting when the DEC members were induced to vote to accept an \$860,000 contract without seeing it. Allegations of such conduct cannot reasonably be found to be “frivolous” — especially when these facts are indisputable, and when Wilson and Bart and each of them at all times had a fiduciary duty of “candor” to the members of the corporation’s Board of Directors (i.e., DEC), as well as the “Blue Cap” members generally.

Therefore, Plaintiffs feel it is unfortunate that the Department has foreclosed, or attempted to foreclose, trial on the allegations of the Complaint, and to deny internal appeal from that decision. So be it. Plaintiffs, therefore, will take other and further action as they deem necessitated by the Department’s decision. Any of such other and further litigation, and the costs and expenses which may be incurred therefor, are caused by, and shall be the responsibility of, those responsible for these decisions.

Rees Lloyd

REES LLOYD

Attorney for Plaintiff

RICK MARTIN, and Plaintiff in pro per