

## Paul Alan Levy

---

**From:** Paul Alan Levy  
**Sent:** Thursday, January 18, 2018 12:07 PM  
**To:** 'Van Shaw'  
**Cc:** Steve Slater; Shan Johnson; David Welch; Beau Powell  
**Subject:** RE: Questions for the article I am writing

I prefer chess

Paul Alan Levy  
Public Citizen Litigation Group  
1600 20th Street, NW  
Washington, D.C. 20009  
(202) 588-7725  
<https://www.citizen.org/our-work/litigation/internet-free-speech>  
Twitter: @paulalanlevy  
Public Citizen Foundation participates in the Combined Federal Campaign with the CFC Code 11168

---

**From:** Van Shaw [mailto:van@shawlaw.net]  
**Sent:** Thursday, January 18, 2018 12:07 PM  
**To:** Paul Alan Levy <plevy@citizen.org>  
**Cc:** Steve Slater <sslater@slatermatsil.com>; Shan Johnson <SJohnson@ppas.com>; David Welch <david@shawlaw.net>; Beau Powell <beau@shawlaw.net>  
**Subject:** RE: Questions for the article I am writing

## ITS GO TIME

Van Shaw  
Law Offices of Van Shaw  
2723 Fairmount St.  
Dallas, TX 75201  
214/754-7110  
214/754-7115 Fax



<Click and Follow us  
[www.shawlawoffice.com](http://www.shawlawoffice.com)

---

**From:** Paul Alan Levy [mailto:plevy@citizen.org]  
**Sent:** Thursday, January 18, 2018 10:58 AM  
**To:** Van Shaw  
**Cc:** Steve Slater; Shan Johnson; David Welch; Beau Powell  
**Subject:** Questions for the article I am writing

Given that you are unwilling to have a conversation, I need to ask the following additional questions to inform the article I am writing about your effort to bully the Corcorans into complying with your client's illegal contract clause.

Your January 5 letter to Steve Slater refers the Corcoran's "prior agreements" (that is, plural) that the Corcorans supposedly made with your client. I certainly understand your position that the Corcoran's are party to a written contract and that they violated the nondisparagement clause in that contract by making public statements that your client deems disparaging. But that is only one agreement (an illegal one under federal law). What other agreement or agreements do you claim the Corcoran's made? In that regard, your January 2 letter asserts that the Corcorans "previously agreed not to reply to the BBB email . . ." Do you claim that there was an oral commitment or do you claim that there was a second written agreement? Can you point to evidence of such an alleged agreement? And if not, are not your reference to "agreements" (plural) and your assertion that the Corcorans agreed not to reply to the BBB email false statements?

Your December 13 email asserts that the Corcorans "have made allegations on the internet that are not true" and "false and misleading information." Precisely which statements do you claim are false, and which misleading, and what evidence is there of falsity?

Paul Alan Levy

Public Citizen Litigation Group

1600 20th Street, NW

Washington, D.C. 20009

(202) 588-7725

<https://www.citizen.org/our-work/litigation/internet-free-speech>

Twitter: @paulalanlevy

Public Citizen Foundation participates in the Combined Federal Campaign with the CFC Code 11168

---

**From:** Van Shaw [<mailto:van@shawlaw.net>]

**Sent:** Tuesday, January 16, 2018 8:06 PM

**To:** Paul Alan Levy <[plevy@citizen.org](mailto:plevy@citizen.org)>

**Cc:** Steve Slater <[sslater@slatermatsil.com](mailto:sslater@slatermatsil.com)>; Shan Johnson <[SJohnson@ppas.com](mailto:SJohnson@ppas.com)>; David Welch <[david@shawlaw.net](mailto:david@shawlaw.net)>; Beau Powell <[beau@shawlaw.net](mailto:beau@shawlaw.net)>

**Subject:** RE: Your incessant threats to Kasey and Mike Corcoran

U have no idea what u are doing

Van Shaw

Law Offices of Van Shaw

2723 Fairmount St.

Dallas, TX 75201

214/754-7110

214/754-7115 Fax



<Click and Follow us

[www.shawlawoffice.com](http://www.shawlawoffice.com)

---

**From:** Paul Alan Levy [<mailto:plevy@citizen.org>]  
**Sent:** Tuesday, January 16, 2018 7:02 PM  
**To:** Van Shaw  
**Cc:** Steve Slater; Shan Johnson; David Welch; Beau Powell  
**Subject:** RE: Your incessant threats to Kasey and Mike Corcoran

Van, I appreciate your candor.

Perhaps expect I will be sending you an open letter, which will be released publicly. Otherwise, I'll be releasing this exchange.

Should you have any explanation of your conduct and your client's legal position, this would be a good time to share it.

One question (which I expect you will be getting from the press eventually) -- Is this clause only used in the Dallas franchise's form contract, or is it used by Premier Pools and Spas nationally? And did you or your firm have any role in drafting the clause?

Do you represent only the Dallas franchise, or do you represent the franchisor as well? Is the national firm represented by counsel in connection with the legality of the contract?

Paul Alan Levy  
Public Citizen Litigation Group  
1600 20th Street, NW  
Washington, D.C. 20009  
(202) 588-7725  
<https://www.citizen.org/our-work/litigation/internet-free-speech>  
Twitter: @paulalanlevy  
Public Citizen Foundation participates in the Combined Federal Campaign with the CFC Code 11168

---

**From:** Van Shaw [<mailto:van@shawlaw.net>]  
**Sent:** Tuesday, January 16, 2018 7:44 PM  
**To:** Paul Alan Levy <[plevy@citizen.org](mailto:plevy@citizen.org)>  
**Cc:** Steve Slater <[sslater@slatermatsil.com](mailto:sslater@slatermatsil.com)>; Shan Johnson <[SJohnson@ppas.com](mailto:SJohnson@ppas.com)>; David Welch <[david@shawlaw.net](mailto:david@shawlaw.net)>; Beau Powell <[beau@shawlaw.net](mailto:beau@shawlaw.net)>  
**Subject:** RE: Your incessant threats to Kasey and Mike Corcoran

NO GRACIAS

Van Shaw  
Law Offices of Van Shaw  
2723 Fairmount St.  
Dallas, TX 75201  
214/754-7110  
214/754-7115 Fax



<Click and Follow us  
[www.shawlawoffice.com](http://www.shawlawoffice.com)

---

**From:** Paul Alan Levy [<mailto:plevy@citizen.org>]  
**Sent:** Tuesday, January 16, 2018 5:46 PM  
**To:** Van Shaw  
**Cc:** Steve Slater; Shan Johnson; David Welch; Beau Powell  
**Subject:** Your incessant threats to Kasey and Mike Corcoran

Van, I am sorry that you found my email strange.

Forgive me for saying so, there is something that I find strange: the fact that you keep sending emails, one after another, warning about next steps, without taking any such steps. Presumably, you know full well that you are invoking a legally invalid clause. To my mind, you are trying to bully them into complying with an illegal contract clause. If you believe have some good reason to think that the clause is lawful, I'd be glad to hear the explanation. That's one reason I thought it might be useful for us to talk.

But, at the same time you are sending bullying threats, you are, apparently, uninterested in talking to me about the next steps that Public Citizen has in mind to take about this matter, steps that your clients could find significantly to their own detriment.

Here is my suggestion. Call Bill Richmond (214-559-2700), the Dallas lawyer who represented Prestigious Pets and its principal, Kalle McWhorter, in an unsuccessful effort to enforce a non-disparagement clause in that company's form contract with Michelle and Robert Duchouquette, and ask (1) what happened to the company's business as a result of the litigation, and (2) how much it cost his clients in attorney fees to obtain that impact on their business. Now, being able to bill and collect those fees was great for Bill Richmond, I suppose, but it was not so great for the company and its owner, especially considering what Richmond's litigation decisions did to his clients' business. And all that was **before** Congress passed the Consumer Review Fairness Act.

After you finish talking to Bill, let me know what would be a good time for me to call you.

Paul Alan Levy  
Public Citizen Litigation Group  
1600 20th Street, NW  
Washington, D.C. 20009  
(202) 588-7725  
<https://www.citizen.org/our-work/litigation/internet-free-speech>  
Twitter: @paulalanlevy  
Public Citizen Foundation participates in the Combined Federal Campaign with the CFC Code 11168

---

**From:** Van Shaw [<mailto:van@shawlaw.net>]  
**Sent:** Tuesday, January 16, 2018 9:58 AM  
**To:** Paul Alan Levy <[plevy@citizen.org](mailto:plevy@citizen.org)>  
**Cc:** Steve Slater <[sslater@slatermatsil.com](mailto:sslater@slatermatsil.com)>; Shan Johnson <[SJohnson@ppas.com](mailto:SJohnson@ppas.com)>; David Welch <[david@shawlaw.net](mailto:david@shawlaw.net)>; Beau Powell <[beau@shawlaw.net](mailto:beau@shawlaw.net)>; Van Shaw <[van@shawlaw.net](mailto:van@shawlaw.net)>  
**Subject:** RE: Premier Pools & Spas / Mike Corcoran & Kasey Corcoran Edwards

Mr. Steve Slater  
ATTORNEY AT LAW

January 16, 2018  
FAX (972-732-9218)

17950 Preston Road, Suite 1000  
Dallas, Texas

= PH 972-732-1001 =  
[sslater@slatermatsil.com](mailto:sslater@slatermatsil.com)

Mr. Paul Alan Levy  
ATTORNEY AT LAW  
1600 20th Street, NW  
Washington, D.C. 20009

FAX (NONE)  
= PH 202-588-7725 =  
[plevy@citizen.or](mailto:plevy@citizen.or)

Re: Premier Pools & Spas / Mike Corcoran & Kasey Corcoran Edwards

Dear Attorneys Slater & Levy:

I received a strange email from attorney Levy yesterday (enclosed via email- fax) As I wrote on January 11, 2018, I HAVE NOT HEARD FROM ATTORNEY SLATER IN REPLY TO MY JANUARY 5, 2017 FAX- EMAIL LETTER. As I wrote then and state again, I am surprised to learn that your client's deny their prior agreements. The facts are:

1. The original request (December 13, 2017 letter) was for "Posts" (Plural, one Google and one BBB)
2. My December 18, 2017 letter specifically advised for you and your clients:
  - "1) There is a new BBB complaint that your clients filed several weeks ago
  - 2) In follow-up to the newer BBB complaint, please have your clients:
    - a) Call BBB and have that complaint withdrawn
    - b) And when the BBB calls/emails to confirm the complaint, ignore IT
  - 3) If (2) above is completed by tomorrow and you send confirmation of the above by tomorrow:
    - a. No amounts will be due or owed under the contract
    - b. Premiers warranty will be in full force
    - c. No further actions are planned at this time"
3. Given the above, your clients need to comply with 2 a) from above and work to have the BBB item removed post haste

Your actions and the actions of your clients are wrongful. I have no choice but to take the necessary action unless your clients agree to comply and comply asap. Time Is Of The Essence. YOU ARE SO ADVISED.

Yours very truly,

Van Shaw  
VS/rv  
ENC – EMAIL - FAX

Cc: Mr. Shan Johnson

[sjohnson@ppas.com](mailto:sjohnson@ppas.com)

Van Shaw  
Law Offices of Van Shaw  
2723 Fairmount St.  
Dallas, TX 75201  
214/754-7110  
214/754-7115 Fax



<Click and Follow us  
[www.shawlawoffice.com](http://www.shawlawoffice.com)

---

**From:** Paul Alan Levy [<mailto:plevy@citizen.org>]  
**Sent:** Monday, January 15, 2018 3:36 PM  
**To:** Van Shaw  
**Cc:** Steve Slater  
**Subject:** RE: Premier Pools & Spas / Mike Corcoran & Kasey Corcoran Edwards

I am writing to let you know that Kasey and Mike Corcoran have asked me to represent them in connection with your client's effort to enforce the non-disparagement clause in the contract for construction of their pool.

I'd like the opportunity to chat with you before Public Citizen makes a final decision about whether to commit its resources to this pro bono matter.

Paul Alan Levy  
Public Citizen Litigation Group  
1600 20th Street, NW  
Washington, D.C. 20009  
(202) 588-7725  
<https://www.citizen.org/our-work/litigation/internet-free-speech>  
Twitter: @paulalanlevy  
Public Citizen Foundation participates in the Combined Federal Campaign with the CFC Code 11168

---

**From:** Van Shaw [<mailto:van@shawlaw.net>]  
**Sent:** Friday, January 12, 2018 8:55 AM  
**To:** Steve Slater  
**Cc:** Shan Johnson; David Welch; Beau Powell  
**Subject:** Premier Pools & Spas / Mike Corcoran & Kasey Corcoran Edwards

Mr. Steve Slater  
ATTORNEY AT LAW  
17950 Preston Road, Suite 1000  
Dallas, Texas

January 11, 2018  
FAX (972-732-9218)  
= PH 972-732-1001 =  
[sslater@slatermatsil.com](mailto:sslater@slatermatsil.com)

Re: Premier Pools & Spas / Mike Corcoran & Kasey Corcoran Edwards

Dear Mr. Slater:

I HAVE NOT HEARD FROM YOU IN REPLY TO MY JANUARY 5, 2017 FAX- EMAIL LETTER. As I wrote, I am surprised to learn that your client's deny their prior agreements. The facts are:

1. The original request (December 13, 2017 letter) was for "Posts" (Plural, one Google and one BBB)

2. My December 18, 2017 letter specifically advised for you and your clients:

"1) There is a new BBB complaint that your clients filed several weeks ago

2) In follow-up to the newer BBB complaint, please have your clients:

a) Call BBB and have that complaint withdrawn

b) And when the BBB calls/emails to confirm the complaint, ignore IT

3) If (2) above is completed by tomorrow and you send confirmation of the above by tomorrow:

a. No amounts will be due or owed under the contract

b. Premier's warranty will be in full force

c. No further actions are planned at this time"

3. Given the above, your clients need to comply with 2 a) from above and work to have the BBB item removed post haste

I have no choice but to take the necessary action unless your clients agree to comply and comply asap. Time Is Of The Essence.

Yours very truly,

Van Shaw  
VS/rv

Cc: Mr. Shan Johnson

[sjohnson@ppas.com](mailto:sjohnson@ppas.com)

Van Shaw  
Law Offices of Van Shaw  
2723 Fairmount St.  
Dallas, TX 75201  
214/754-7110  
214/754-7115 Fax



<Click and Follow us  
[www.shawlawoffice.com](http://www.shawlawoffice.com)