

## GCSAA, McLoughlin settlement resolved

Continued from page 6

and just let go."

Speaking of the McLoughlin suit — one of four the GCSAA has lost in recent years — Ochs added, "Certainly with any major piece of litigation, it gives one a comfort level to have yesterday's business done."

He said "under no circumstances" would GCSAA members be assessed to help pay the bill, adding that "a substantial amount of insurance company money went into this (to pay) for the judgment."

For his part, McLoughlin said: "It's not a question of being pleased it's over. I'm primarily pleased because of the results which totally exonerate me and other good staff members at GCSAA at the time."

In his post-trial ruling on GCSAA's appeal of the verdict, Judge Rogers reaffirmed the jury's unanimous findings of several instances of "reckless and intentionally false" statements that had been made against McLoughlin.

Rogers wrote that attacks against McLoughlin began while he was executive director, when "a secret coalition of GCSAA members authored a paper which was distributed prior to the 1983 GCSAA convention."

"This document was an obvious attack against the financial management and leadership of plaintiff, particularly to the degree that plaintiff was identified with an effort to relocate the headquarters of GCSAA."

The judge said GCSAA witnesses acknowledged that a deposition on McLoughlin's financial leadership was misquoted, and added:

"There was sufficient evidence for the jury to infer that the misquotation was recklessly or intentionally made, instead of being the result of negligence."

Rogers also mentioned three statements the GCSAA attorney submitted to the jury asserting that McLoughlin had checks written to himself for travel expenses or other items without sufficient documentation or prior approval to support such reimbursement.

"This information came from John Schilling, the successor to plaintiff as the executive director of defendant," the judge wrote. "There was evidence indicating that Mr. Schilling had animosity toward plaintiff. There was also evidence from plaintiff and Terry Ladesic, an accountant or business secretary for GCSAA, upon which a jury could reasonably find that these statements were recklessly or intentionally false..."

Rogers went on to say Schilling gave this information to then-President James Timmerman, knowing Timmerman would relate it in a letter to another former president, James Wyllie.

The jury found several statements in the letter libelous, ac-

ording to court records.

The GCSAA executive committee approved the letter, the judge wrote, adding:

"Under these circumstances, we believe the defendant may be charged with knowingly or recklessly disregarding the falsity of the statements in question."

In its appeal of the jury's judgment, the GCSAA said accusations of financial records being stolen were untrue, and that McLoughlin had himself removed records from the head-

quarters.

But the judge said this statement "came from information supplied by John Schilling.

There is evidence in the record from which the jury could decide that this statement was intentionally or recklessly false.

"In sum, we find there was evidence to support the jury's finding of malice in connection with the verdict upon plaintiff's libel claim."

Schilling did not return phone calls regarding the case.

## Hills designing third 18 at Bonita Bay

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