



MARCH 13, 2026 ZOOM FOR MEMBERS

If you were not able to attend the Zoom on Friday March 13, here is what Corbin McNeill and Matt Lobas said to Members about the status of Corbin's lawsuit and the proposals for settlement.

Questions and comments can be sent to bmac.boulders@gmail.com

If you'd like to speak to them in person, Corbin and Matt plan to be at Bogeys Monday from 3-5 pm and Wednesday from 8-10 am.

Corbin McNeill (Member and Plaintiff in the lawsuit versus The Boulders' owner) spoke to Members . . .

I want to start by thanking BMAC for arranging this time today to address the membership.

I also want to thank every member for their emotional and financial support, thoughts, ideas, feedback, and prayers in this effort. I can tell you that at times, that support is the fuel that keeps me going.

I also want you to know how much I appreciate the effort that Matt Lobas and Jenny Murray have put into assisting me on the several recommendations and proposals we have presented. They have put in countless hours and provided valued advice, and we wouldn't be where we are without them. Thank you both very much.

Today I would like to cover three items with you.

- First, a review of why I filed this lawsuit?
- Second, what has happened recently prior to and in mediation?
- Third, where are we now, and what might happen next?

Let's start with why I filed the lawsuit.

Back in October 2023, I spoke to you about my motivation in bringing the lawsuit. I said:

- I was mad, just like many of you were, at how we were being treated. The owners have not displayed respect for Members and in many ways as I have recently experienced, it has been disdain.
- While some improvements had been made, there is a long way to go before the Owner can demonstrate that the Club is being maintained in a first-class manner, comparable to other first-class clubs in the Phoenix metropolitan area. That remains the case.
- It was going to be a long, arduous trip although my mind may have underestimated the term "long."
- I also noted that the Bylaws were very biased toward the Owner and in some ways that has proven to be the case.

Second point. What has happened recently through mediation?

Under Arizona statute, mediation is a confidential process, and I am restrained from discussing some details. However, there are some things I can share.

Throughout the mediation process, I was guided by the goals set out in the now familiar acronym, RIP. RESTORE our rights and privileges. INVEST in the club to achieve and maintain first class status. And lastly to PREVENT an event such as this from happening again.

I exchanged several proposals and counterproposals during mediation including two days in-person at the mediator's law firm offices. During this process I worked closely with Matt and Jenny to make sure that any outcome would reflect the needs and desires of most members as expressed in the 2023 members survey and any more recent thoughts and comments that we had received.

Unfortunately, the holidays were part of the timeline, and that slowed us down. In early February at a status conference with the Judge McNamee, he reminded my attorney that I was the sole Plaintiff and that I needed to focus on settlement terms which were not dependent upon the approval of the membership. As a result of the Judge's comments, my final proposal requested terms consistent with RIP and with the contract violations that my attorneys and I believe we can prove at trial.

While the Mediation was conducted in a professional manner, we were not successful. I cannot disclose to you the exact items that were agreed upon or on which we could not agree, but it was clear to me we could not settle.

My attorneys reported our failure to the mediator and then to the judge last Monday.

That leads me to item three. What is next?

First, the judge will set a hearing to establish a new trial and discovery timeline. My attorneys are back to asking for documents that were not provided prior to mediation, and we will proceed with outstanding depositions of Boulders and Troon representatives.

Secondly and very importantly, my lawyers this morning have filed a motion for partial summary judgment asking that the long-term practice of daily alternating golf courses be restored. This motion is similar to the approach we took with pickleball, and we were successful.

Third, my lawyers, at my direction, have sent to the owners a public proposal that will remain open for negotiation and possible settlement.

My proposal comports with the Judge's advice, and aligns with the RIP acronym and claims we will present at trial. It is available for you to read on the BMA website.

Corbin McNeill's (Plaintiff's) Proposal for Settlement

~ Corbin briefly reviewed the proposal and continued ~

It's important for all members to understand section 7.3(G) of the 2008 bylaws. The 2008 member rights that 7.3(G) protects are referenced in section 14.6.4 of the 2023 bylaws but without the key element that says 7.3(G) itself cannot be changed without a vote of the 2008 members. Instead, it says all those protected rights would be eliminated if and when the 2023 bylaws are "ratified." The owners have said their strategy is to "wait us out." When 2008 members are outnumbered by 2023 members they could vote to ratify the 2023 bylaws. Doing so would eliminate the protections that actually benefit ALL members because they prevent the owner from unilaterally changing certain bylaw provisions – like the 400 membership cap for golf membership – without a member vote.

~note~ Due to the complexity of this issue, BMAC will send a tutorial on it next week

Notice what is not in the document, namely no dues increase nor any increase in the maximum number of golf memberships.

The ball is in their court to respond to the proposal. Alternately they can propose to the Membership any proposal that they believe the Members might approve. If the Members were to approve a proposal submitted by the Owners, I would drop the lawsuit once \$600,000 of our legal fees were reimbursed.

Regardless, we are moving ahead on the lawsuit and asking the Court to address the issue of alternating courses.

For those of you frustrated by the time it has taken to get to this position, let me point out some of the progress that the filing and active prosecution of the lawsuit has produced

- Refurbished greens on the north course.
- Refurbished putting green.
- Refurbished chipping green and sand bunker for practice.
- Partial cleanup of some desert broom and other invasive plants.
- Repairs to some tennis courts. In fact, courts 1 and 2 are being repaired again presently.
- Restored rights to use the pickleball courts.
- The pickleball courts have been repaired three or more times, however not permanently repaired in a manner comparable to other first-class clubs.
- Spa pool repainted
- Various unsafe stairs repaired
- All tees except the par threes were leveled and repaired
- The members tee was leveled and frieze mowed
- More seed was laid down during overseed resulting in better fairways
- New furniture was placed at the members pool
- Parts of the cart paths were repaired and replaced
- Everything in the most recent Troon reports on golf course agronomy but, and it is a big but, irrigation was done
- The club has begun to sponsor more social events for members

If the Owner had followed their prior practice little of this would have been accomplished without the lawsuit. And their own employees admitted under oath that repairs were done because of the lawsuit. Most members I talk to also believe that is the case.

In closing I would like to offer two comments related to relations with the Owners.

First, one of our members related to me that the General Manager had mentioned to that member that we couldn't reach agreement in the mediation because Mr. McNeill would not compromise. That statement continues the duplicitous statements that management has made since the beginning of this dispute. While I cannot speak to the specifics, I was willing to compromise on certain issues to resolve the disputes. I am not, however, willing to compromise on the specific promises made to us in the Bylaws.

I have never demanded nor implied that we want to replicate a Mirabel or Whisper Rock type of Club. Troon Country Club or the refurbished Terravita Club would be very acceptable models in my mind. Both of those Clubs are on their list of Clubs for 2023 member dues increase comparison. The Owners have substantial cash flow and value in the Resort and Club to fund required maintenance. If that maintenance is not done now, when would it be done? I intend to affirmatively pursue the enforcement of the promises made in the Bylaws. Nothing more. Nothing less. While progress has been made, the Club continues to shirk accountability for breaching those promises and forming a "new" set of Bylaws.

My second comment concerns why this lawsuit is so important to the Members and Boulder residents. While many of you know of recent investments by Columbia Sussex such as the Inverness Club and Spa Resort in Denver which demonstrates their access to cash, most do not know of their recent dispositions. Columbia Sussex within the last five years and, as recently as last August, has disposed of five of its hotel properties, three by foreclosure and two others by distressed sales. While I don't know the legal complexities of these sales, I believe they are the laymen's equivalent of a mortgage default. In each of these cases the new owners have highlighted the investment they are going to make to restore the property. In other words, Columbia Sussex let the property deteriorate and the value plummet to the point it became a distressed sale and would not themselves invest in the property. We cannot let our memberships and homeowner property values fall victim to the same practices.

Again, I want to thank you for your support and patience. We are nowhere near done but, we are moving ahead.

Matt Lobas, President of the Boulders Members Association spoke to Members . . .

Thank you, Corbin, on behalf of all members, for your tireless efforts, and the personal and financial commitment you have made in pursuing this lawsuit.

I would also like to extend our appreciation to Jenny Murray and a small group of members who have worked alongside Corbin on this important initiative. I will not list names, but you know who you are, and your dedication has not gone unnoticed.

I have had the unique perspective of being involved in this effort from the very beginning, when the owners asked us to vote for more members, and we said no. Since that time, I have had many conversations, mostly listening, with members who were understandably curious about what was happening. I sincerely appreciate your understanding when I was unable to share details. I completely understand the desire to know more — if I were in your position, I would feel the same way — so thank you for respecting that boundary.

You have now heard from Corbin on his version of what has happened. You also have heard his proposal for settlement. Simple. Straightforward. I strongly encourage each of you to reread Corbin's settlement proposal and carefully consider the key elements included in it:

- Restore the ability to play both courses
- Restore member discounts

- Replace irrigation systems that are more than 40 years old, which Troon has advised needs replacement since 2014 and re-grass the fairways.
- Replace asphalt courts that crack just weeks after being repaired
- Most importantly, preserve the safeguards afforded to 2008 members under Section 7.3(G) of the 2008 bylaws

What are those safeguards?

- One critical safeguard is that golf membership cannot be increased beyond 400 without a positive vote of the resident golf members. Is that important? I certainly believe it is. Securing tee times can already be challenging; increasing membership would only make it more difficult.
- Another safeguard is that the club cannot impose a food and beverage minimum on 2008 members without a membership vote. Given the resort-level pricing and the lack of a true members' menu, I personally would not support a minimum at this time.
- A further safeguard is that if there were ever a vote to amend the rights of 2008 members, only 2008 members should vote on those proposed changes. That seems fair to me, and I hope it does to you as well.

On the other hand, without an agreement to preserve them, all the safeguards of the 2008 members could be eliminated by a future vote to “ratify” the 2023 bylaws. This may sound confusing because the 2023 bylaws are already in effect, but the possibility is established with a small sentence at the end of section 14.6.4 of the 2023 bylaws.

I could go on, but I believe you understand what Corbin is proposing and why.

We have also sent you a second document presenting an alternative proposal to settle the lawsuit. This document was created and supported by BMAC, outlining some of the areas that BMAC, on behalf of its members, believes should be improved at the club. If the owners accept this proposal, BMAC would ask 2008 resident members to vote on a future increase in dues. This proposal was also sent to the owners. It asks the owners to do more because it includes a revenue increase while Corbin's proposal does not.

The BMA proposal is posted on the BMA website.

BMA's Proposal for Settlement

Let's briefly review each item:

1. I will come back to - it addresses an important governance issue.
2. Restores alternating play between the two golf courses.
3. Allows members to once again play the resort course on days when we are scheduled on the members' course if tee times are available. We had this before.
4. Restores all member discounts throughout the club.
5. Upgrades the tennis and pickleball courts, replacing the more than twenty-year-old cracked asphalt with a tension-based concrete surface — a major improvement, especially since any repairs done over 20 years have not held up.
6. Provides water and ice stations on both golf courses, like the one at the starter station.
7. Calls for installing new irrigation and re-grassing the fairways. It makes little sense to install new irrigation without also replacing the five different grasses currently on the fairways.
8. Addresses course conditions by adopting the Troon agronomy standards, with minor modifications. These standards would help ensure a first-class golf experience.
9. Addresses a growing problem in the desert where desert broom and other invasive plants have taken over. This was also identified in the latest Troon report. The problem continues to worsen each year if left untreated, and it affects the entire community, not just the golf courses.

10. Improves the experience at the members' pool, which is used by both members and guests.
11. Updates the aging equipment in the members' gym. Many clubhouse and social members use this facility, and you may know this is the old equipment from the spa gym - updating the equipment will improve the overall member experience.
12. Is the key element of the proposal. Please let me be clear. Everything in the proposal depends upon the owner's agreement and completion of the improvements listed in 1-11.

We are proposing that the 2008 members would vote now to agree to raise their dues in the future to match those paid by the 2023 bylaws members only if and when the projects in items 1 - 11 are all complete and finished.

If all the improvements are not done, 2008 member dues would continue as before - they would not increase beyond the current annual limit of 5% or CPI, whichever is less.

If and when the projects are completed:

- 2008 dues would increase to 2023 rates,
- Dues would be subject to the same methodology for future dues increases that is currently used for 2023 members. This involves an annual third-party study of comparable clubs, which over the past two years has averaged approximately 6.5%.
- We have proposed our more mature and long-term members, who have reached the age of 80 and have a minimum of 20 years as a member be able to offset the dues increases by a reduction in any initiation fee refund to which they would be entitled upon resignation.
- We have also proposed that dues for social and clubhouse members remain frozen until the improvements listed above are completed. At that point, their dues would also be adjusted to match those of the 2023 members.

In short, the owners are seeking more revenue, and the members are seeking meaningful improvements to the club now. This proposal represents a fair exchange.

Now back to Item 1. This relates to the need to maintain protections for 2008 members. We are asking that the safeguards contained in Section 7.3G of the 2008 bylaws remain in place and that any changes to those protections can only be made by a vote of the 2008 members. We do not believe it is appropriate for 2023 members to vote to change the rights of 2008 members.

If this proposal is accepted, Corbin has agreed to withdraw his lawsuit subject to the owner's paying \$600,000 of his legal fees.

That is the members' proposal. Our proposal is more inclusive than Corbin's. And we are stating we would ask members to approve a future dues increase, where Corbin does not.

In closing, here are a few things you can take from today.

- Mediation is over but the Corbin's lawsuit continues.
- Corbin's lawyers have filed a motion for partial summary judgement to regain alternating golf courses – a motion similar to the successful one for pickleball.
- BMAC, on behalf of Members, through its lawyers, has sent the owners a proposal, and if it is agreed to by the owners, and approved by a Member vote, Corbin has offered to withdraw his lawsuit. This is the BMA proposal I reviewed with you – the one that offers an increase in 2008 Member dues, so only 2008 Members would be asked to vote if the proposal comes to that point.
- Both Corbin's and the BMA's proposals are open-ended and the owners can respond if and when they choose.

- Finally, the proposals are on a separate track from Corbin's lawsuit. Corbin is committed to having his lawyers press ahead for a scheduling conference, finishing discovery including taking more depositions, and going to court as soon as it can be scheduled.

I'm sure many of you have questions or would like the opportunity to share your thoughts. Corbin and I will be in Bogey's Monday from 3-5 pm and Wednesday from 8-10 am. Please feel free to stop by so we can talk.

While this process has required significant time and effort, our work is not finished. You will be hearing more from us in the weeks ahead.

[Visit the BMA Website](#)

Boulders Members Association | 34631 N Tom Darlington Drive | Scottsdale, AZ 85266 US

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