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11 CONDOMINIUMS ASSOCIATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN DIEGO, CENTRAL DIVISION

14 MONTGOMERY FIELD BUSINESS
15 CONDOMINIUMS ASSOCIATION, a
16 California Nonprofit Mutual Benefit
17 Corporation,

18 Plaintiff,

19 v.

20 BALBOA AVE COOPERATIVE, a
21 California corporation; SAN DIEGO
22 UNITED HOLDINGS GROUP, LLC, a
23 California limited liability company; NINUS
24 MALAN, an individual; RAZUKI
25 INVESTMENTS, LLC, a California limited
26 liability company; SALAM RAZUKI, an
27 individual; and DOES 1 through 25,
28 inclusive,

Defendants.

CASE NO. 37-2017-00019384-CU-CO-CTL

Case Assignment: Honorable Ronald L. Styn

**NOTICE OF LODGMENT IN SUPPORT
OF STIPULATION FOR COURT TO
RETAIN JURISDICTION TO ENFORCE
SETTLEMENT UPON DEFAULT
PURSUANT TO CODE OF CIVIL
PROCEDURE SECTION 664.6 AND
ENTRY OF JUDGMENT UPON DEFAULT**

Dept.: C-74

Judge: Hon. Ronald L. Styn

Complaint Filed: May 26, 2017

[IMAGED FILE]

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiff, MONTGOMERY FIELD BUSINESS CONDOMINIUMS ASSOCIATION
("Association") hereby provides a notice of lodgment in support of Stipulation for Court to
Retain Jurisdiction to Enforce Settlement Upon Default Pursuant to Code of Civil Procedure
Section 664.6 and Entry Of Judgment Upon Default. The documents lodged are as follows:

Exhibit A: Settlement Agreement, dated February 13, 2018; and

FILED
MAR 20 2018
Superior Court
10 PM 1:25


By: S. Klais-Trent, Deputy

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Exhibit B: [Proposed] Order re Stipulation for Court to Retain Jurisdiction to Enforce Settlement Upon Default Pursuant to Code Of Civil Procedure Section 664.6 and Entry Of Judgment Upon Default.

Dated: March 20, 2018

EPSTEN GRINNELL & HOWELL, APC

By: 
Mandy D. Hexom
Attorneys for Plaintiff
MONTGOMERY FIELD BUSINESS
CONDOMINIUMS ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN DIEGO, CENTRAL DIVISION		FOR COURT USE ONLY
TITLE OF CASE (ABBREVIATED): Montgomery Field Business Condominiums Assoc. v. Balboa Ave Cooperative, et al.		F I L E D Clerk of the Superior Court
ATTORNEY(S) NAME AND ADDRESS: Rian W. Jones, Esq. (SBN: 118830) Mandy D. Hexom, Esq. (SBN 216390) Epsten Grinnell & Howell, APC 10200 Willow Creek Rd., Suite 100 San Diego, California 92131	TELEPHONE (858) 527-0111 FACSIMILE (858) 527-1531	MAR 20 2018 By: S. Kreis-Trent, Deputy
ATTORNEYS FOR: Montgomery Field Business Condominium Assoc.	HEARING: DATE-TIME-DEPT	CASE NUMBER 37-2017-00019384-CU-CO-CTL

DECLARATION OF SERVICE

I, Stephanie Hart, declare: that I am, and was at the time of service of the papers herein referred to, over the age of 18 years, and not a party to the action; and I am employed in the County of San Diego, California, within which county the subject service occurred. My business address is 10200 Willow Creek Rd., Suite 100, San Diego, California 92131. On March 20, 2018, I served the following document(s):

NOTICE OF LODGMENT IN SUPPORT OF STIPULATION FOR COURT TO RETAIN JURISDICTION TO ENFORCE SETTLEMENT UPON DEFAULT PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 AND ENTRY OF JUDGMENT UPON DEFAULT

of which the original document(s), or a true and correct copy, is attached, by placing a copy thereof in a separate envelope for each addressee named hereafter, addressed to each such addressee respectively as follows:

- (BY MAIL)** I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at San Diego, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained on this affidavit.
- (BY E-MAIL OR ELECTRONIC TRANSMISSION)** Based on CCP §1010.6 authorizing service by email or electronic transmission, I caused the documents to be sent to the person at the e-mail address listed in the above Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Gina M. Austin, Esq. / Tamara M. Leetham, Esq. Austin Legal Group, APC 3990 Old Town Avenue, Ste., A-112 San Diego, CA 92110 (619) 924-9600/ Fax: (619) 881-0045 gaustin@austinlegalgroup.com tamara@austinlegalgroup.com	Attorneys for Balboa Ave Cooperative; San Diego Holdings Group, LLC and Ninus Malan
Douglas Jaffe, Esq. Law Offices of Douglas Jaffe 501 West Broadway, Suite 800 San Diego, California 92101 (619) 400-4945/ Fax: (619) 400-4947 douglasjaffe@aol.com	Attorneys for Razuki Investments, LLC, Salam Razuki

Montgomery Field Business Condominiums Assoc. v. Balboa Ave Cooperative, et al.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 20, 2018, at San Diego, California.



Stephanie Hart