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5 Facsimile: (619) 881-0045

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/03/2017 at 01:25:00 PM
Clerk of the Superior Court
By Cody Newlan, Deputy Clerk

6 Attorneys for Plaintiff
MONTGOMERY FIELD BUSINESS
7 CONDOMINIUM OWNERS ASSOCIATION

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO- CENTRAL DIVISION**

11
12 MONTGOMERY FIELD BUSINESS
CONDOMINIUMS ASSOCIATION, a
13 California Nonprofit Mutual Benefit
Corporation,

14 Plaintiff,

15 vs.

16 BALBOA AVE COOPERATIVE, a
California corporation; SAN DIEGO
17 UNITED HOLDINGS GROUPS, LLC, a
California limited liability company;
18 NINUS MALAN, an individual; RAZUKI
INVESTMENTS, LLC, a California
19 limited liability company; SALAM
20 RAZUKI, an individual; and DOES 1
through 25, inclusive;

21 Defendants.

Assigned to Judge: Honorable Ronald L. Slyn,

**DECLARATION OF NINUS MALAN IN
SUPPORT OF BALBOA AVE COOPERATIVE
AND SAN DIEGO UNITED HOLDINGS
GROUP, LLC'S EX PARTE APPLICATION
TO DISSOLVE TEMPORARY RESTRAINING
ORDER**

DATE: August 4, 2017
TIME: 2:00 p.m.
DEPT: C-62

[IMAGED FILE]

22
23
24 I, Ninus Malan, declare:

25 1. I am over the age of 18 and am a party to this action. I have personal knowledge
26 of the facts stated in this declaration. If called as a witness, I would testify competently thereto. I
27 provide this declaration in support of defendants Balboa Ave Cooperative's and San Diego United
28 Holdings Group, LLC's ("Defendants") ex parte application to dissolve temporary restraining

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order.

2. I am a principal and have decision making authority for Defendants.

3. In or about January, 2017, a company named Razuki Investments, LLC assigned Balboa Ave Cooperative a Conditional Use Permit, approved by the City of San Diego ("City") for operation of a medical marijuana consumer cooperative at 8863 Balboa Ave, Suites B and E, San Diego, California 92123 ("Balboa MMCC"). (A true and correct copy of Balboa Ave on the conditional use permit is attached as Exhibit "A" and incorporated by reference.)

4. Thereafter, San Diego Untied Holdings Group, LLC purchased 8863 Balboa Ave, Suites B and E, San Diego, California 92123 ("Balboa MMCC") from Razuki Investments LLC.

5. In January 2017, I directed attorney Scott Russo of Russo and Duckworth, on behalf of San Diego United Holdings, LLC to send a letter to the Plaintiff and its President, Daniel Burkowski, putting the HOA on notice that construction was commencing on the Balboa MMCC. (A true and correct copy of this letter is attached as Exhibit "B" and incorporated by reference.)

6. On or about March 14, 2017, construction was completed and the City signed off on Balboa MMCC. (A true and correct copy of the City signed of is attached as Exhibit "C" and incorporated by reference.)

7. My understanding was that the original Balboa MMCC applicant, a man named Michael Sherlock, through an entity called United Patients Consumer Cooperative, had passed away and the family did not want to deal with or manage the Balboa MMCC. Razuki Investments, LLC at some point after Mr. Sherlock's death acquired both the properties and the conditional use permit but then determined it did not want to deal with or manage the Balboa MMCC. It was at that time that Razuki Investments assigned the conditional use permit to Balboa Ave Cooperative and San Diego United Holdings, LLC purchased Suites B and E.

8. Plaintiff was aware all along, from mid-2014, that there was an application for a medical marijuana consumer cooperative. Plaintiff was aware of the initial application by United Patients Consumer Cooperative. Plaintiff was aware when the City granted the conditional use permit. Plaintiff was put on notice and was aware of construction when it commenced in January

1 2017.

2 9. In April 2017, after construction was complete, I reach out to Dan Burakowski in
3 an attempt to achieve a better relationship with Mr. Burkowski. A true and correct copy of an e-
4 mail I sent him dated April 3, 2017 is attached as Exhibit "D" and incorporated by reference.)

5 10. In late April to early May 2017, the Association refused to pay Mr. Burkowski
6 \$70,000 he spent during a previous lawsuit and compensation for parking spots adjacent to Suite
7 E. Mr. Burkowski's behavior began to escalate and he became angry and irrational toward
8 patients and employees.

9 11. To retaliate, he parked vehicles in parking spaces that were there for over 8 months
10 and has refused to move them. I have attached a picture showing these parked vehicles as Exhibit
11 "E." He drove his white pick-up truck erratically and yelled profanities and racial slurs at an
12 employee that led to a permanent restraining order granted against Mr. Burkowski. A copy of
13 this restraining order has been filed with this ex parte application.

14 12. Recently, Mr. Burkowski went through the building plans for the dispensary and
15 realized that the City had signed off on the construction without noticing an exterior door still
16 needed to be enlarged. Mr. Burkowski went to the City to point out the issue and the City
17 thereafter required us to finish the construction by completing the exterior door enlargement. (A
18 true and correct copy of the e-mail from the City is attached as Exhibit "F" and incorporated by
19 reference.)

20 13. Burkowski has indicated we will direct the Association to refuse approval to widen
21 the enlargement and states that the Association has never allowed enlargement of an exterior
22 door. This is not true. Zephyr Motors was allowed to enlarge an exterior door. A picture of is
23 attached as Exhibit "G" and incorporated by reference.

24 14. The Association, rather Dan Burkowski, has now come into to Court to stop
25 Defendants permitted construction, and required construction, in order to put us in a Code
26 violation and jeopardize the conditional use permit. This has been his goal all along.

27 15. I do not believe Dan Burkowski or the Association through Burkowski have acted
28 as required by the Bylaws to take any actions related to the Balboa MMCC and that Dan

1 Burkowski is acting unilaterally and in bad faith as if he had board approval when he does not.
2 He is also violating the CC&Rs. He is living in his unit. He paid his personal legal expenses
3 through Association funds to defend the restraining order without approval. He has not sought
4 approval to file the lawsuit, to retain counsel, to pay fees, etc.

5 16. In an effort to determine if the Board kept meetings and documentation of all of
6 these events, I went to the principal place of business and request to inspect the Plaintiff's records,
7 which a member is allowed to do according to the Bylaws.

8 17. The principal place of business is located at 7007 Mission Gorge Road, Suite 201,
9 San Diego, California and apparently the records are managed by a company called Associated
10 Professional Services. The Bylaws indicate that I should be able to walk in and simply inspect
11 them. I was told by an employee of Associated Professional Services, Christina Vargas, that the
12 records were in storage and she asked me what I was looking for. I indicated that I had no idea
13 what would be there which is why I was making the request to inspect and copy.

14 18. I find this interesting as I believe Plaintiff should have attached many documents
15 to their papers to prove the allegations Dan Burkowski is making including documents related to
16 the amendment, documents relating to board approval to hire a law firm, file a lawsuit, pay
17 personal and association legal fees, etc.

18 19. I believe that Dan Burkowski will do anything he can with no regard to the law or
19 the association rules to shut down the Balboa MMCC. This is simply his most recent attempt.

20 20. If he is successful, Defendants will be irreparably harmed. If Defendants are not
21 allowed to widen the door, which has been lawfully approved by the City, the City will find a
22 code violation which will, in turn, impact the Conditional Use Permit.

23 21. This is not an emergency. Plaintiff has known about the Conditional Use Permit
24 granted for this location since the application in 2014 and the approval in 2015 and has waited for
25 years to pursue any form of injunctive relief. It was not until Dan Burkowski created the code
26 violation that he unilaterally directed the Plaintiff to bring this restraining order request.


27 ///
28 ///

AUSTIN LEGAL GROUP, APC
3990 Old Town Ave, Ste A-112
San Diego, CA 92110

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22. To reiterate, there are no exigent circumstances to grant an ex parte application for the issuance of a temporary restraining order and the Defendants will suffer extreme prejudice if the Court takes action without full briefing and a decision on the merits.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on August 3, 2017.



Ninus Malan

Exhibit A



City of San Diego
 Development Services
 1222 First Ave., MS-501
 San Diego, CA 92101
 (619) 446-5000

THE CITY OF SAN DIEGO

**Medical Marijuana
 Consumer Cooperative
 Permit**

FORM
DS-191
 FEBRUARY 2015

Pursuant to Chapter 4, Article 2, Division 15 of the San Diego Municipal Code, a permit must be obtained once a Medical Marijuana Consumer Cooperative (MMCC) Conditional Use Permit (CUP) has been approved and prior to operating the MMCC. MMCC Permits issued pursuant to this Division shall be valid for **one year**. The MMCC must comply with San Diego Municipal Code, Chapter 4, Article 2, Division 15, the regulating CUP, and all applicable City, County, State and Federal Regulations. **Any other permits or licenses required by law must be obtained from the appropriate agency.**

Business Name:		Telephone No.:	
Balboa Avenue Cooperative			
Business Address:	City:	State:	Zip Code:
8863 Balboa Ave Unit E	San Diego	CA	92123
Conditional Use Permit No.:	Date of Approval:	Recordation Date of CUP:	
1296130	07/09/2015	07/29/2015	
Conditional Use Permit PTS No.:	CUP Expiration Date:		
368347	07/09/2020		

The MMCC's responsible person or responsible managing officer must complete the following section and sign where indicated.

I am aware that the business described above is subject to the Medical Marijuana Consumer Cooperative regulations in the San Diego Municipal Code Chapter 4, Article 2, Division 15, and the regulating Conditional Use Permit. MMCC Permits issued pursuant to this Division shall be valid for **one year**. I have a copy of the aforementioned codes, have read them, and certify that the proposed business will comply with all requirements including, but not limited to, required fingerprinting and criminal history checks of all responsible persons, and limitations related to age of responsible persons.

Ninaus Malan

Responsible Managing Officer or Responsible Person Name:

E-mail Address: _____ Telephone No.: (619) _____

Mailing Address: _____ City: San Diego State: CA Zip Code: _____

Signature: *Ninaus Malan* Date: 01/18/17

FOR CITY USE ONLYConditional Use Permit No.: 1296130Recordation Date of CUP: 07/29/2015CUP Expiration Date: 07/09/2020**Staff shall check each box once the item is addressed.**

- The business address matches the address approved in the Conditional Use Permit for the Medical Marijuana Consumer Cooperative.
- The responsible person(s)¹ completed and submitted the Live Scan form and Form DS-192 to the San Diego Police Department (SDPD) for a criminal background check. Development Services has received the form back from SDPD verifying that the responsible persons(s) comply with SDMC Section 42.1507.
- The applicant has been provided copies of San Diego Municipal Code Chapter 4, Division 4, Article 15 and a copy of this permit.
- This permit and the following have been placed in the original Conditional Use Permit file:
 - Recorded CUP.
 - Articles of Incorporation certified by the Secretary of State.
 - Form DS-192 for each responsible person(s) signed by the SDPD verifying that each responsible person(s) has passed the criminal background check.

APPROVED **DENIED**

By: _____

Frouzeh Tirandazi
PRINT NAME

Date: _____

January 30, 2017

1. Responsible persons includes an employee and each person upon whom a duty, requirement or obligation is imposed by this Division, or who is otherwise responsible for the operation, management, direction, or policy of a medical marijuana consumer cooperative. It also includes an employee who is in apparent charge of the medical marijuana consumer cooperative.

RUSSO & DUCKWORTH, LLP

BUSINESS LITIGATION

9090 IRVINE CENTER DRIVE
SECOND FLOOR
IRVINE, CALIFORNIA 92618

USA/INTERNATIONAL
PATENTS AND TRADEMARKS

TELEPHONE (949) 752-7106
FACSIMILE (949) 752-0629

January 17, 2017

Montgomery Field Business
Condominiums Association
C/O Eptsen, Grinnell & Howell APC
1200 Willow Creek Road, Suite 100
San Diego, CA 92131

Dan Burakowski, President
Montgomery Field Business
Condominiums Association
8861 Balboa Avenue #D
San Diego, CA 92123

Re: 8863 Balboa Avenue, #E, San Diego, CA 92123, Intent to Proceed
with Construction of Improvements for Medical Marijuana Dispensary

Dear Montgomery Field Business Condominium Association:

This firm represents San Diego United Holdings, the owner of 8863 Balboa Avenue #E (the "Property"). The purpose of this letter is to advise you that San Diego United Holdings has now received its building permit and will be proceeding with the construction of its improvements for its medical marijuana consumer cooperative ("MMCC") as approved by the City of San Diego when it issued Conditional Use Permit No. 129130 (the "CUP") for the Property.

On April 22, 2015, the City of San Diego approved the CUP despite the Association's rush to amend its Declaration of Covenants, Conditions and Restrictions to add a use restriction prohibiting any marijuana businesses. The Amendment occurred over a year after the CUP had been

applied for. When the CUP was applied for, the permissible use for the Property was only restricted to "any lawful purpose" as set forth in the then operative CC&Rs. The City of San Diego had the February 13, 2015 Amendment when the CUP was issued. The Association appealed, again citing the Amendment. On June 25, 2015, the City Planning Commission denied the Association's appeal. As is made clear from the Report to the Planning Commission, the City of San Diego found that that the Property is an ideal location for one of the coveted 15 MMCC permits within the City's limits.

The owner of the Property and San Diego Consumer Cooperative, Maria Torres Sandoval, died after the CUP was affirmed. San Diego Consumer Cooperative had apparently spent over \$500,000 to secure the CUP. San Diego United Holdings purchased the Property with all of its rights, including the CUP. San Diego United Holdings purchased the Property because of the expectation that it would promptly build and operate the MMCC. San Diego United Holdings paid at least \$500,000 more than fair market value of the Property if the Property did not enjoy the CUP. Therefore, the expense of any legal fight with the Association now is of little consequence given the investment San Diego United Holdings has already made in the Property.

The Association has waived enforcement its use restriction Amendment prohibiting any marijuana business because of its long history of not enforcing the use restrictions in its CC&Rs. "When a homeowner's association seeks to enforce the provisions of its CC&Rs to compel an act by one of its member owners, it is incumbent upon it to show that it has followed its own standards and procedures prior to pursuing such a remedy, that those procedures were fair and reasonable and that its substantive decision was made in good faith, and is reasonable, not arbitrary and capricious." *Ironwood Owners Assn. IX V. Solomon* (1986) 178 Cal.App.3d 766, 772, *Pacific Hills Homeowners Assn. V. Prun* (2008) 160 Cal.App.4th 1557,

The original CC&Rs from 1959 restrict the use of any lot within the park to manufacturing businesses, storage and wholesaling, with service activities necessary for the persons working on the other lots being

permissible on one parcel, as set forth on pages 3 and 4, Book 7501, pages 490-491.

In 1981, the CC&Rs were amended to totally prohibit retail in the office buildings, 8855 and 8865 Balboa Avenue, and to limit the other lots only to "any lawful purpose." The 1989 amended CC&Rs expanded the retail prohibitions, clearly stating that there could be no food establishment or any sale of grocery or liquor in the office buildings.

Since 1981, business after business violating the retail use prohibition has been permitted by the Association to operate in the office buildings. There have been tobacco stores, massage therapists, acupuncturists, scooter sales, used merchandise, audio visual and apparel stores. There was a MMCC operating in building 8865 #G [Frosty Farms Cooperative]. Every year since 1990, Building 8865 #s C&D has had a deli/sandwich store, with changes in names and owners.

With the assistance of the San Diego City Business Tax Department, I now have a copy of every one of the 151 business licenses issued for the park. Since 1990, there have been 19 business licenses issued for 8855 Balboa Avenue and 27 business licenses issued for 8865 Balboa Avenue.

In addition to not enforcing the use restrictions for the last 35 years, the Association has not enforced many of the other restrictions listed in the CC&Rs as amended in 1981, most notably the parking restrictions.

I note that the stated primary reason for the Amendment on February 23, 2015, is insurance. While this stated reason appears contrived inasmuch as an MMCC was previously allowed, the CC&Rs address the situation. If the HOA's general liability premium increases as the direct result of one owner's use, Article 8, Section 10 of the 1981 CC&Rs allows the Association to pass the increased premium on to the owner who caused the increase. Therefore, the Association and its members will not be harmed should there be an increase in the premium. In fact, the CC&Rs were drafted in contemplation of this situation.

San Diego United Holdings is proceeding forward without delay. If the Association intends to seek injunctive relief, we invite the Association to do

so immediately. I will accept service and any notice but I do request the courtesy that you call to coordinate any hearing date. The Association will have the burden of proving its consistent and reasonable enforcement of the restrictions and procedures, and that is a burden that I submit cannot be overcome. Alternatively, if the insurance premium is a real concern, I suggest that the Association simply advise that it will have its broker shop for a new policy and pass along any increased premium to San Diego United Holdings.

If you should have any questions, please contact me.

Very truly yours,

J. Scott Russo

JSR:bey

Exhibit B

Exhibit C



CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
DIVISION OF BUILDING CONSTRUCTION AND SAFETY
9601 RIDGEL AVENUE, SAN DIEGO, CA 92123

INSPECTION RECORD

Project Address: **8863 Balboa St E** Project Number: **519574**
Approval Scope: _____ Permit Issue Date: **1/5/17**

- APPROVED PLANS AND DOCUMENTS, INCLUDING THE INSPECTION RECORD CARD, MUST BE AVAILABLE ON THE JOB SITE FOR ALL INSPECTIONS.
- EACH STAGE OF WORK SHALL BE LEFT EXPOSED FOR INSPECTION AND SHALL RECEIVE APPROVAL BEFORE COVERING.
- STORM WATER INSPECTIONS: Construction Storm Water Best Management Practices (BMPs) will be inspected throughout the life of the project and shall be maintained in accordance with all state and local requirements.
- Inspections shall be scheduled in advance by calling (858) 581-7111 from 7:00 a.m. to 10:00 p.m., or by visiting DSDSDSD.com website at www.sandiego.gov/development-services/inspection/. Have approval number(s) available.

Permit access to 40' below + 6' on out-s will be retained

TYPE OF INSPECTION	DATE	INSPECTOR
1. Sewer Service/Backwater Valve		
2. Sanitary Plumbing under Building	4/9/17	Chavez
3. Water Service		
4. Water Piping under Building		
5. Grounding Electrode System		
6. Electrical Outside of Building		
7. Electrical under Building	4/9/17	W. H. J.
8. Gas Piping/Pressure		
9. Storm Water System		
10. Fire Sprinkler(s) - Hydro *		
11. Fire Sprinkler(s) - Flush *		
12. Fire Sprinkler(s) - Visual *		
13.		

TYPE OF INSPECTION	DATE	INSPECTOR
14. Piling(s)/Carson(s)/Etc.		
15. Footing(s)		
16. Foundation Wall(s)		
17. Slab(s)		
18. Masonry Pre-grout - Lift 1 - Lift 2		
19. Wall Drainage System(s)		
20. Public Improvements - Form Set		
21. Pool Shell Bonding/Steel		
22. Pool Deck Bonding/Steel		
23. Pool Pre-plaster/Light Potting Compound		
24. Accessibility		
25. Special Inspection(s)		
26.		
27.		

TYPE OF INSPECTION	DATE	INSPECTOR
28. Service Equipment		
29. Sub Fcnd/Misc. Equipment		
30. Walls	1-27-17	MWC
31. Ceiling/Suspended Ceiling		
32. Circuit(s) Interior/Exterior		
33. Circuit Card		
34. H.C.D.	1/24/17	W. H. J.

TYPE OF INSPECTION	DATE	INSPECTOR
35. Sanitary Plumbing	1/19/17	Chavez
36. Water Piping		
37. Gas Piping		
38. Gas Pressure		
39. Heating Duct(s)/Vent(s)		
40. Air Conditioning/Refrigeration	2-24-2017	TRW
41. Environmental Air System(s)		
42. "Built-Up" Tub(s) or Shower Pan(s)		
43. Grease Duct(s)/Hood(s)		
44. Grease Trap(s)		
45. Roof/Deck Drain		
46. Cross Connection (Backflow)		
47. Hazardous Material Piping Tank Application (TA) - (619) 533-4477		
48.		
49.		

APPROVAL	NUMBER	APPROVAL	NUMBER
BUILDING	1822177	FIRE SUPPRESSION	
ELECTRICAL	1822178	FIRE ALARM	
METCHANICAL	1822183	LOG FIRE SERVICE	
PLUMBING	1822185	HAZARDOUS MATERIALS	
COMBINATION			

TYPE OF INSPECTION	DATE	INSPECTOR
50. Exterior Wall Construction	1/26/17	P. Jones
51. Interior Wall Construction		
52. Floor System(s)		
53. Roof System(s)		
54. Shear Wall(s)		
55. Height		
56. Accessibility		
57. BULLET PROOFING		
58. Fired Gas Systems		
59.		

TYPE OF INSPECTION	DATE	INSPECTOR
60. Fire Alarm(s) - Rough *		
61. Special Suppression System *		
62. Fire Sprinkler(s) - Rough *		
63.		

TYPE OF INSPECTION	DATE	INSPECTOR
64. Insulation - Attic(s)/Ceiling(s)/Soffit(s)		
65. Insulation - Floor(s)		
66. Insulation - Roof(s)		
67. Insulation - Wall(s)/Sound Transmission		
68.		

TYPE OF INSPECTION	DATE	INSPECTOR
69. Drywall		
70. Exterior Lath		
71. Interior Lath/Backer Board		
72. Suspended Ceiling System		

TYPE OF INSPECTION	DATE	INSPECTOR
73. Landscape Paving - (619) 980-7208		
74. S/W PBMP Landscape - (619) 980-7208		
75. Mitigation Monitoring - (858) 627-3360		
76.		

SCHEDULE FINAL INSPECTION ONLY AFTER ALL APPROPRIATE ITEMS PERTAINING TO THIS PROJECT HAVE BEEN APPROVED

TYPE OF INSPECTION	DATE	INSPECTOR
77. Fire Alarm(s) *		
78. Fire Sprinkler(s) *		
79. Smoke Control *		
80. Fire Pump *		
81. Special Suppression System *		
82. Kitchen Hood *		
83. Hazardous Material Piping Tank Application (TA) - (619) 533-4477		
84. Landscape - (619) 980-7208		
85. Mitigation Monitoring - (858) 627-3360		
86. Grading - Combustion/Building		
87. Electrical	3/3/17	W. H. J.
88. A/C/Heating/Refrigeration/Ventilation	2/23/17	W. H. J.
89. Range Hood(s)/Vent(s)	2/23/17	W. H. J.
90. Plumbing/Gas	2/23/17	W. H. J.
91. Accessibility		
92. Structural		

FINAL APPROVAL: **3/14/17 C. Johnson**

Exhibit D

Leetham, Tamara

From: Ninus Malan < [REDACTED] >
Sent: Thursday, August 3 2017 [REDACTED]
To: [REDACTED]
Subject: [REDACTED]

Ninus Malan
San Diego United Holdings Group LLC
American Lending and Holdings LLC
Main(619)750-2024
Fax (619)869-7717
NinusMalan@Yahoo.com

The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by return e-mail, or by calling the sender at 619-750-2024. Thank You.

----- Forwarded Message -----

From: Ninus Malan < [REDACTED] >
To: Daniel Burakowski < [REDACTED] >
Cc: Ninus Malan < [REDACTED] >
Sent: Monday, April 3, 2017 5:50 PM
Subject: Proposal

Dan

I hope all is well. I wanted to thank you and the HOA for being patient with us through out this process. Below are a few items we would like to propose as a sign of good faith that we would like to be part of this HOA Community and work together on some common grounds. If we can come to some simple terms on some of the issues surrounding this venture it would really bring us together and allow us to start a great relationship. Below you will find some proposed items. Please let me know your thoughts and I am here to answer any questions you may have. Thank you again for all your help during this time.

Proposed Items

1. We will retain a A1 Accredited insurance company that will insure the HOA Buildings with the acceptance of the Licensed MMC.
2. Offer to Seal and Stripe the parking lot every year.
3. Long Term Lease for the 3 Parking Spaces in the Rear of the Unit E MMC at a reasonable rate.
4. Provide assistance with a paid full time parking attendant to help with parking and traffic.

We would like to work in good faith and help be part of the HOA Community as a family and work together. I am free to speak to your council and help come together with some agreeable terms for all of us. Thank you again for all your help and wish to hear from you soon.

Best regards,

Ninus Malan
San Diego United Holdings Group LLC
American Lending and Holdings LLC
Lemon Grove Plaza LP
7977 Broadway
Lemon Grove CA, 91945
Main(619)750-2024
Fax (619)869-7717
NinusMalan@Yahoo.com

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Exhibit E



Exhibit F

ALG Admin

From: Leetham, Tamara
Sent: Wednesday, August 2, 2017 9:03 PM
To: ALG Admin
Subject: FW: 8863 Balboa Ave. Project #519594; Temporary Certificate of Occupancy

From: Ninus Malan [mailto: [REDACTED]]
Sent: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Fw: 8863 Balboa Ave. Project #519594; Temporary Certificate of Occupancy

Ninus Malan
San Diego United Holdings Group LLC

The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by return e-mail, or by calling the sender at 619-750-2024. Thank You.

----- Forwarded Message -----

From: "Barranon, William" <WBarranon@sandiego.gov>
To: "ninusmalan@yahoo.com" <ninusmalan@yahoo.com>
Cc: "Ahmadi, Afsaneh" <AAhmadi@sandiego.gov>; "Montessoro, Martin" <MMontessoro@sandiego.gov>; "Gutierrez, Edith" <EGutierrez@sandiego.gov>; "Del Valle, Xavier" <XDelValle@sandiego.gov>
Sent: Friday, July 28, 2017 4:32 PM
Subject: 8863 Balboa Ave. Project #519594; Temporary Certificate of Occupancy

Mr. Malan,

Your Temporary Certificate of Occupancy (TCO) has expired. Additionally, you continue to be in violation for noncompliance of the conditions set forth in your Conditional Use Permit.

An official revocation of the Temporary Certificate of Occupancy will be issued early next week. Please contact me at your earliest convenience, if you have any questions.

Regards,

William Barrañón
Inspection Services Manager
City of San Diego
Development Services

619-980-2816


wbarranon@san diego.gov

We Seek To Improve All We Do



~ A world-class city for all ~

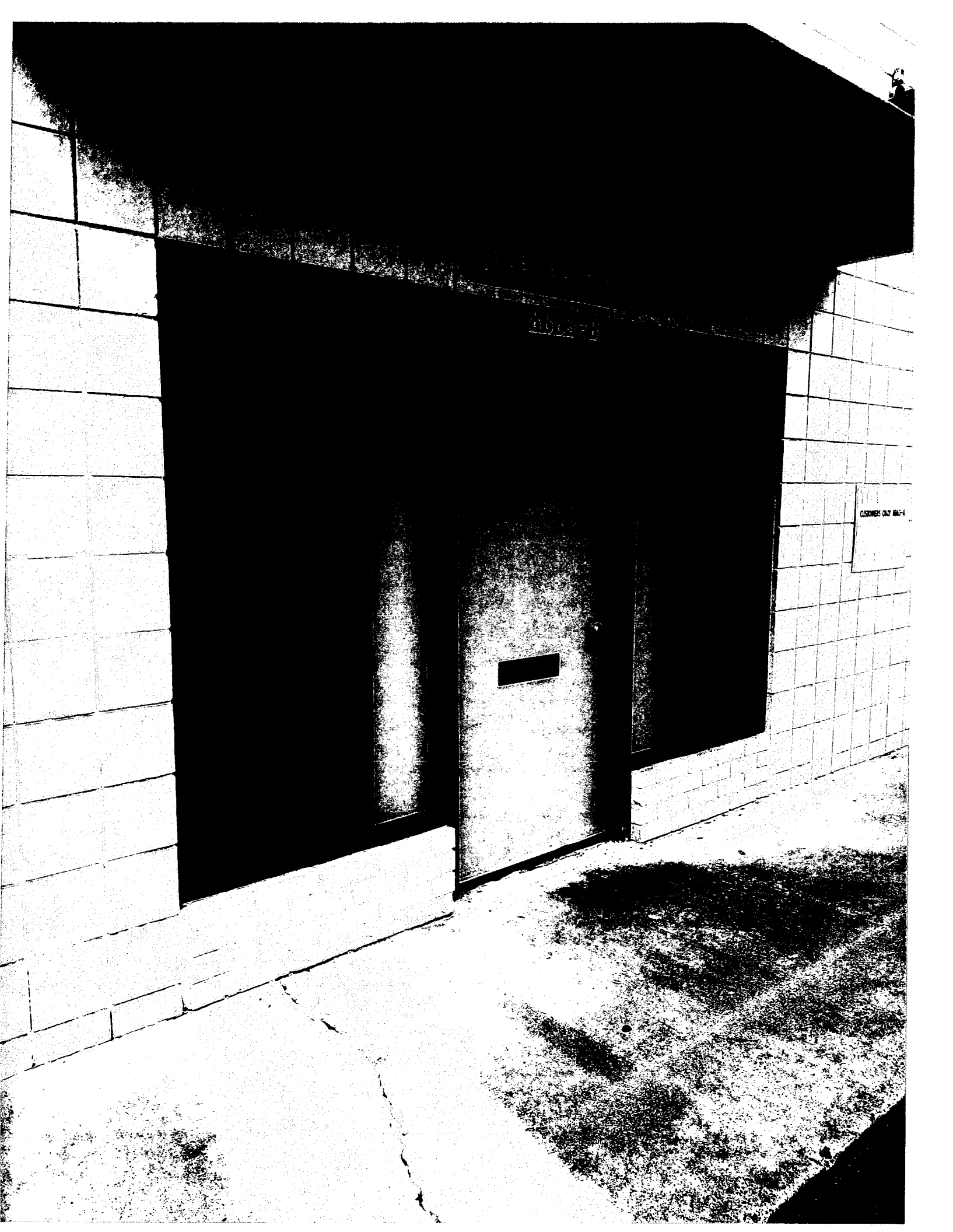
Great news! The public can now check project status, pay invoices and schedule inspections on-line through the City's **OpenDSD**. To get started click on one of the following links:

 [Pay Invoices](#) and [Schedule Inspections](#) and [Check Project Status](#)

CONFIDENTIAL COMMUNICATION

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Exhibit G



4003-11

CUSTOMER ONLY MAIL

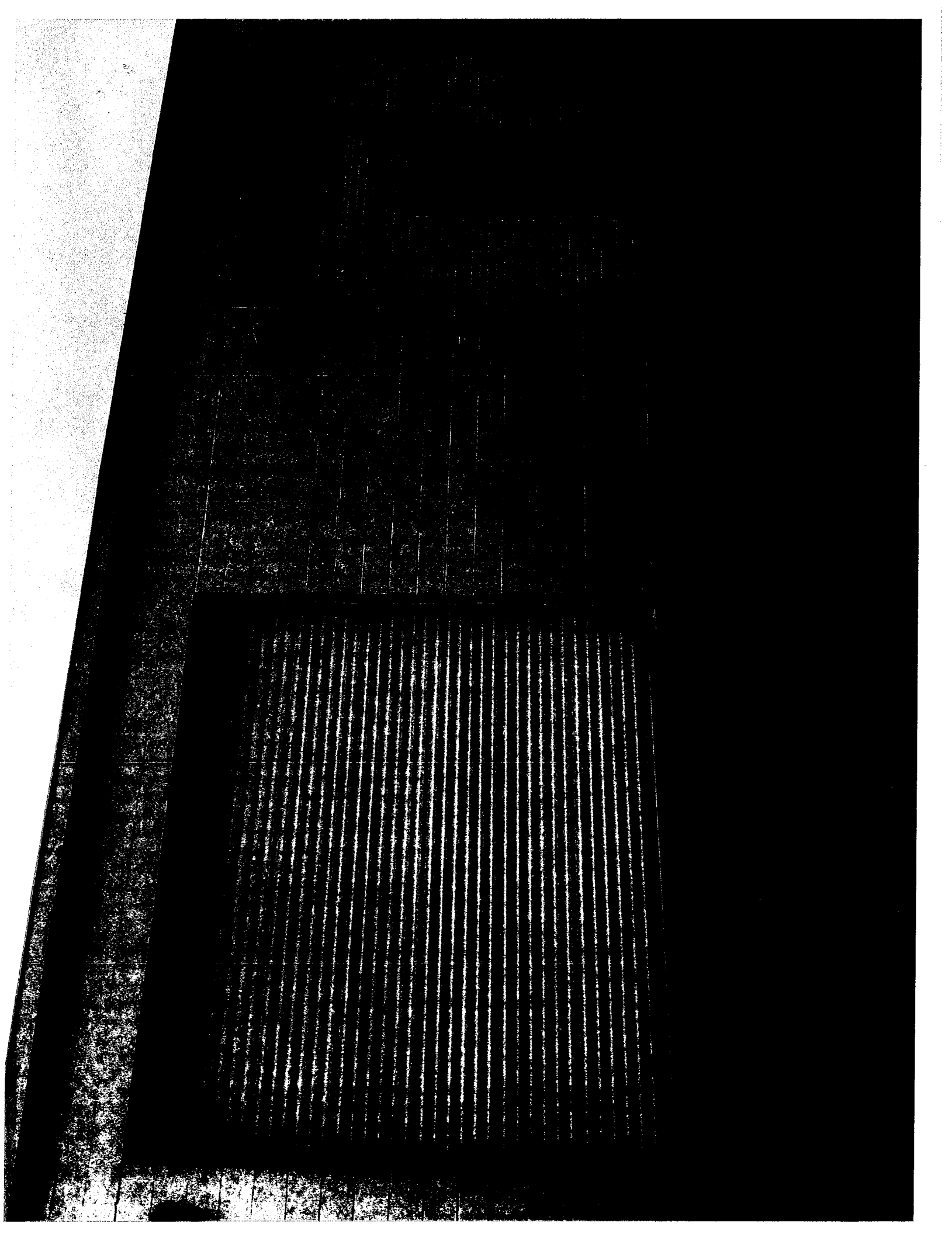


Exhibit H

BYLAWS
OF
MONTGOMERY FIELD BUSINESS CONDOMINIUMS ASSOCIATION

ARTICLE I
DEFINITIONS

All terms as used in these Bylaws shall, unless stated otherwise, be defined as set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded on _____, in Book _____, Page _____ of the Official Records of San Diego County, California (the "Declaration"), and any amendments thereto. All of the terms and provisions of said Declaration and any amendments thereto are hereby incorporated herein by this reference.

ARTICLE II
OFFICE

The principal office for the transaction of the business of the Association is hereby fixed and located within the Project, or as close thereto as practicable in the County of San Diego, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another within said San Diego County.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every person or entity who is a record Owner of a Condominium shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Condominium. Ownership of such a Condominium shall be the sole qualification for membership and shall be evidenced only by recordation in the records of the Association. No certificate of membership will be issued.

3.2 Transfer. The membership held by any Owner of a Condominium shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Condominium.

and then only to the purchaser or Mortgagee of such Condominium. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Condominium should fail or refuse to transfer the membership registered in his name to the purchaser of such Condominium, the Association shall have the right to record the transfer upon the books of the Association.

3.3 The rights of membership are subject to the payment of regular annual, special and reimbursement assessments levied by the Association, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the Condominium against which such assessments are made as provided in the Declaration.

3.4 The membership rights are subject to the right of the Association to suspend the voting rights and right to use of the Common Area facilities by a Member or an occupant of a Member's Unit for any period during which any assessment against his Condominium remains unpaid and delinquent and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Area facilities, except for failure to pay assessments, shall be made only by the Board of a duly appointed committee thereof after notice or hearing given and held in accordance with these Bylaws.

3.5 In the event of default by any Owner in the payments due upon a promissory note secured by a Mortgage to his individual Condominium, the Mortgagee shall have the right, upon giving written notice to said defaulting Owner and filing for record a Notice of Default, to exercise the vote of such Owner at any regular or special meeting of the Owners held during such time as said default may continue.

3.6 Any Member may delegate his right of enjoyment in the Common Area to any of his tenants. Such Member shall notify the secretary in writing of the name of any such person and the reason for delegation of said right. The rights and privileges of such person are subject to suspension to the same extent as those of the Member.

3.7 Voting Rights. The voting rights of each member shall be determined with reference to the number of square feet of floor area in his Condominium Unit. Voting rights are established as follows:

a) Each Class A member who owns a Unit shall be entitled to one (1) vote for each fifty (50) square feet of floor space in his specific Unit;

b) Each Class B member shall be entitled to three (3) votes for each fifty (50) square feet of floor space in the Units it owns.

When more than one person holds an interest in any Condominium, all such persons shall be Members. The votes for such Condominium shall be exercised as they determine among themselves, but in no event shall more than the requisite number of votes be cast with respect to any Condominium. Declarant shall be entitled to exercise voting rights for each unsold Condominium.

3.8 Cumulative Voting. For the purpose of electing or removing directors, each Member entitled to vote shall have a right to accumulate his votes and give one (1) candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which he is entitled, or to distribute his votes on the same principle among several candidates.

ARTICLE IV

MEETINGS

4.1 An organizational meeting of the Members shall be held as soon as the sale of at least fifty-one percent (51%) of the Condominiums has been consummated, but in no event later than six (6) months from the date of the sale and conveyance of the first Unit, whichever is sooner. Thereafter, annual meetings of the Members shall be held on the second Tuesday of the month in which the organizational meeting was held of each year, at the hour of 8:00 p.m.; provided, however, that the Board by resolution may fix a date for the meeting no more than thirty (30) days before or after said date. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the Board or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the entire membership.

4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the secretary or any person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days and no more than sixty (60) days before such meeting

to each Member entitled to vote thereat addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present, the meeting may be adjourned to a date not less than five (5) days nor more than thirty (30) days thereafter. At such reconvened meeting, the presence of Members entitled to cast at least thirty percent (30%) of the total vote in person or by proxy shall constitute a quorum. A meeting may only be reconvened once. Thereafter, a new meeting must be called and the original quorum requirements shall be applicable.

4.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to commencement of any meeting where the proxy is to be exercised. Every proxy shall be revocable and shall automatically cease upon a conveyance by the Member of his Condominium.

4.6 Assent of Members. Wherever the Declaration or these Bylaws require the assent of the Members, the assent shall be obtained at a meeting called for the purposes pursuant to the notice, quorum and adjournment requirements applicable to special meetings pursuant to these Bylaws.

4.7 Members' Assent Required. Unless otherwise provided in the Declaration or these Bylaws, all matters at any Members' meeting shall be determined by the vote of at least fifty-one percent (51%) of the Members present in person or by proxy.

4.8 Place of Meeting. All meetings of the Members shall be held at the principal office of the Association within the project or at any other place as close to the project as possible within the County of San Diego which may be designated by the Board.

ARTICLE V

DIRECTORS AND MEETINGS

5.1 The number of directors of the Association shall be three (3). Directors shall be elected or removed by cumulative

vote of the Members. Election of directors by the Members shall be by secret ballot. The number of directors may be increased or decreased from time to time, but in no event shall there ever be less than three (3) directors, by the amendment of these Bylaws by the Members as hereinafter provided in the Article entitled Amendments.

5.2 Directors shall serve concurrent terms. Vacancies in the Board shall be filled by a majority of the remaining directors, any such appointed director to hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

5.3 In addition to those powers set forth in the Declaration, the Board shall have power:

a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of the Members pursuant to paragraph 4.2 above;

b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bonds as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever;

c) To establish, levy and assess, and collect the assessments or charges referred to herein;

d) To adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and tenants or their guests thereon;

e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association; and

f) To enforce the provisions of these Bylaws, the Declaration and rules and regulations of this Association.

5.4 In addition to the duties of the Board as set forth in the Declaration, it shall be the duty of the Board:

a) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement

thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by any Member;

b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; and

c) As more fully provided in the Declaration:

1) To fix the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period, and, at the same time;

2) To prepare a roster of the Condominiums and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and, at the same time;

3) To send written notice of each assessment to every Owner subject thereto.

5.5 Any contract entered into with a person appointed managing agent shall provide for the right of the Association to terminate the contract at the organizational meeting of the Members. No contract may be entered into by Declarant or its agent with or on behalf of the Association which will bind the Association for a period of more than one (1) year, unless reasonable cancellation provisions are included in the contract. In addition, any contract for professional management entered into by the Association, or any contract entered into with Declarant, shall provide for a termination by the Association or the management company without cause or payment of a termination fee on ninety (90) days or less written notice and shall provide for a maximum term of three (3) years.

5.6 No director shall receive any compensation for the services rendered as a director to the Association; provided, however, directors shall be reimbursed for reasonable expenditures incurred in connection with the business of the Association.

5.7 The Board may require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

5.8 A regular meeting of the Board shall be held on the first Tuesday of each month at 8:00 p.m., provided that the Board may by resolution change the day and hour of holding such regular meeting and may provide for less frequent meetings provided that meetings shall be held at least quarterly.

5.9 Notice of such regular meeting to the directors is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

5.10 Special meetings of the Board shall be held when called by the president or the secretary of the Association or any director after not less than seventy-two (72) hours written notice to each director setting forth the time, place and special business to be considered.

5.11 The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

5.12 Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board, and shall have the same force and effect as a unanimous vote of such directors. *

5.13 A majority of the Board shall constitute a quorum thereof. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present, shall be regarded as the act of the Board.

5.14 Regular and special meetings of the Board shall be held within the project and shall be open to all Members of the Association; provided, however, Members not also directors may not participate in the deliberations or discussions of the Board unless so authorized by a majority of the directors present. The Board may, with the approval of a majority of the directors present, vote to adjourn and reconvene the meeting in executive session provided the matters to be discussed are of a personal nature, involve existing or potential litigation or the like and such discussion matters are announced prior to the vote for adjournment.

ARTICLE VI

OFFICERS

6.1 The officers shall be a president, a vice president, a secretary, a chief financial officer and such other officers as the Board of Directors may deem necessary. Any person may hold two (2) or more offices except that the same person may not serve as president and secretary. The president, vice president and secretary shall be members of the Board.

6.2 The officers shall be chosen by a majority vote of the Board.

6.3 Any officer may be removed, either with or without cause, by a majority of the Board at any time.

6.4 The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and sign all notes, checks, leases, Mortgages, deeds and all other written instruments.

6.5 The vice president shall perform all of the duties of the president in his absence.

6.6 The secretary shall be ex-officio the secretary of the Board, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association, together with the addresses as registered by such Members.

6.7 The chief financial officer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board; provided, however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The chief financial officer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or vice president. If required by the Board, the chief financial officer shall give the Association a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office, and for restoration to the Association of all its books, papers, vouchers, money and other property of every kind in his possession or under his control on his death, resignation, retirement or removal from office.

6.8 The chief financial officer shall keep proper books of account of the Association. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at the regular annual meeting.

ARTICLE VII

BOOKS AND RECORDS

7.1 The books, records, membership register, minutes and papers of the Association shall be kept at the principal place of business of the Association, and shall at all times, during reasonable business hours, be subject to inspection by any Member or by his duly-appointed representative for a purpose reasonably related to his interest as a Member. Each director shall have the absolute right at any reasonable time to inspect all such books, records and documents. Members and directors shall have the right to make copies of such documents. The Board shall establish reasonable rules regarding notice for inspection, hours and days when such records are available and reasonable costs for reproduction.

7.2 The Board shall cause annual financial statements, including an operating statement and balance sheet, to be made and shall cause the delivery of copies thereof to be made to the Members. The Board shall cause such annual reports to be sent to the Members not later than ninety (90) days after the close of the fiscal or calendar year, or thirty (30) days after the completion of such reports, whichever is sooner.

7.3 The Board shall cause to be prepared a six (6) month financial statement, including a balance sheet and operating statement, for the six (6) month period immediately following the date of the consummation of the first sale of a Unit to a Member, which statements shall be prepared and distributed within sixty (60) days following the expiration of the six (6) month period. The financial statement shall include a schedule of assessments received and receivables identified by the number of the subdivision interest and the name of the person or entity assessed.

7.4 The Board shall prepare a pro forma operating statement (budget) for the succeeding fiscal year which shall be distributed to the Members not less than sixty (60) days prior to beginning of the fiscal year.

ARTICLE VIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, its date of incorporation and such other matters as may be required by the laws of the State of California.

ARTICLE IX

ENFORCEMENT

The Board shall have the power and authority to enforce the provisions of the Declaration, these Bylaws and any rules and regulations promulgated by the Board. In addition to the use privilege and voting suspensions as provided for in the Declaration, the Board may adopt reasonable monetary penalties for violations. In the event the Board commences any legal action to enforce any provisions of the Declaration, these Bylaws or any rules and regulations, the Association shall be entitled to reasonable attorneys' fees and court costs. Any enforcement procedures adopted by the Board may be in addition to the procedure set forth in the Declaration provided that they are not inconsistent with the enforcement provisions set forth in the Declaration.

ARTICLE X

AMENDMENTS

10.1 These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of not less than fifty-one percent (51%) of all votes entitled to be cast in person or by proxy; provided, however, that fifty-one percent (51%) of the votes of the Members other than Declarant shall be required to adopt any amendment, and that no material change may be made to these Bylaws without the prior written consent of fifty-one percent (51%) or more of the Mortgagees of Mortgages encumbering Condominiums within the Real Property.

10.2 Notwithstanding the above, the percentage of a quorum or of the voting power of the Association or Members other than Declarant necessary to amend a specific clause or provision in the Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

10.3 In the case of any conflict between these Bylaws and the Declaration, the Declaration shall supersede and control.

ARTICLE XI

CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the Association and a natural person.

We, the undersigned, being all of the persons appointed to act as the first Board of Directors of MONTGOMERY FIELD BUSINESS CONDOMINIUMS ASSOCIATION, an incorporated association, hereby assent to the foregoing Bylaws, and adopt the same as the Bylaws of said Association.

18th IN WITNESS WHEREOF, we have hereunto set our hands this day of AUGUST, 1981.

s/ W. J. DODD

s/ E. L. BAU

s/ CHARLES KENNEDY

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting secretary of MONTGOMERY FIELD BUSINESS CONDOMINIUMS ASSOCIATION, an incorporated association, and that the above and foregoing

Bylaws were adopted as the Bylaws of the said Association on the 18th day of August, 1981, by the first Board of Directors of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of August, 1981.

J. E. SABBAT

Secretary