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San Diego, CA 92110

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4 San Diego, CA 92110  
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6 Attorneys for Defendants  
San Diego United Holdings Group, LLC, Ninus Malan  
7 And Balboa Ave Cooperative

F I L E D  
Clerk of the Superior Court  
SEP 06 2017

By: S. Klais-Trent, Deputy

'17 SEP 6 PM 2:52

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  
RAZUKI, an individual; and DOES 1  
20 through 25, inclusive;

21 Defendants.  
22

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

Assigned to Judge: Honorable Ronald L. Styn

**SUPPLEMENTAL DECLARATION OF  
GINA M. AUSTIN IN SUPPORT OF  
DEFENDANTS BALBOA AVE  
COOPERATIVE, SAN DIEGO UNITED  
HOLDINGS GROUP, LLC, AND NINUS  
MALAN'S OPPOSITION TO PLAINTIFF'S  
MOTION FOR PRELIMINARY  
INJUNCTION**

[IMAGED FILE]

DATE: September 8, 2017  
TIME: 11:00 a.m.  
DEPT: C-62

23  
24 I, Gina M. Austin, declare:

25 1. I am a member in good standing of the California state bar and am the Managing  
26 Attorney at Austin Legal Group, APC. I make this supplemental declaration in support of  
27 defendants San Diego United Holdings Group, LLC, Balboa Ave Cooperative, and Ninus Malan's  
28 Opposition To Plaintiff's Motion For Preliminary Injunction. I have personal knowledge of the

1 facts stated in this declaration, except as to those facts stated upon information and belief, which  
2 facts I believe to be true.

3 2. On September 1, 2017, the Court heard testimony and oral argument on Plaintiff's  
4 motion for preliminary injunction including argument and testimony related to the Association's  
5 insurance policy. When the hearing concluded, the Court ordered counsel for Plaintiff and  
6 counsel for Defendants to meet and confer on the insurance issues and the validity of the original  
7 amendment.

8 3. On September 5, 2017 at noon, the parties met and conferred by telephone to  
9 discuss the insurance issues and the 2015 amendment. Throughout the day, both sides exchanged  
10 information related to the insurance and the 2015 amendment. I e-mailed Ms. Hexom insurance  
11 quotes and information from and Ms. Hexom e-mailed me, among other things, a board resolution  
12 from the same morning which purported to ratify the 2015 Amendment.

13 4. During the ongoing information exchange, we learned that there were a variety of  
14 other issues impeding the Association's ability to get insurance and realized that we would need  
15 the Association's current broker, Arthur Hopkins, to offer further testimony on the current  
16 Association insurance policy.

17 5. On September 5, 2017 our office was informed by Ms. Hexom that her office had  
18 subpoenaed Arthur Hopkins (which we did not know as we were not given a copy of the  
19 subpoena) as Mr. Hopkins was prohibited by his employer from filing a written declaration and  
20 that it was necessary to take his oral testimony. Ms. Hexom also informed me that Mr. Hopkins  
21 is unavailable Friday September 8, 2017 to testify in this case as he has a pre-planned family  
22 gather out of the County.

23 6. Our office shortly thereafter sent a subpoena to Mr. Hopkin's office for testimony  
24 on September 8, 2017. Mr. Hopkins was not in the office to accept service yesterday although he  
25 will be served today. His employer did inform Mr. Hopkins that we were attempting to serve  
26 him.

27 7. Subsequently, Mr. Hopkins called my cell phone to let me know that he would not  
28 be available Friday September 8, 2017 to testify as he would be out of town for a special family

1 gathering. He gave me some information on the Association's insurance situation and reiterated  
2 that his employer would not let him give a written declaration but that if subpoenaed, he could  
3 give testimony.

4 8. I immediately emailed Ms. Hexom and requested the parties stipulate to a  
5 continuance for one week so that Mr. Hopkins would be available to provide testimony related to  
6 the multiple factors that are preventing the Association from obtaining insurance in addition to  
7 the fact that the currently policy will cancel on October 15, 2017 regardless of whether the  
8 dispensary is operating or not. Attached hereto as Exhibit 1 is a true and correct copy of the  
9 September 5, 2017 email.

10 9. Ms. Hexom indicated that Plaintiff was unwilling to continue the hearing.  
11 Attached hereto as Exhibit 2 is a true and correct copy of the September 5, 2017 email.

12 10. As a result of Mr. Hopkins unavailability, I spoke with Mr. Hopkins about the  
13 various issues that are preventing the Association from obtaining insurance. Mr. Hopkins  
14 informed me that the mid-term cancellation was due to multiple risk factors including the "armed  
15 guards" required by the conditional use permit. However, Mr. Hopkins was unaware if Farmers  
16 Insurance would object to batons or tazers. He stated he would contact Farmer's underwriting  
17 and ask for clarification.

18 11. I also asked Mr. Hopkins if Farmer's insurance would rescind the termination of  
19 insurance coverage set for October 15, 2017 if the dispensary ceased to exist before October 15  
20 2017. Mr. Hopkins stated that he did not think the policy could be re-instated but he would  
21 contact Farmer's underwriting and ask for additional clarification.

22 12. I also asked Mr. Hopkins if there were factors other than the dispensary that were  
23 impacting the ability of the Association to obtain new insurance coverage. Mr. Hopkins informed  
24 me that there were a variety of factors including, but not limited to, prior claims settled by the  
25 insurance carrier, current pending litigation, and a current restraining order against one of the  
26 directors/officers.

27 13. Over the last month, the Association has produced well over a thousand pages of  
28 documents at member San Diego United's request. I have attached as Exhibit 3 the only minutes

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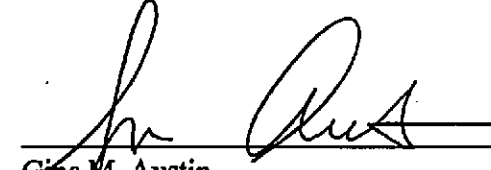
produced by the Association.

14. Attached as Exhibit 4 is a true and correct copy of the Civil Harrasment Restraining Order restraining Daniel Burakowski and protecting Defendants employee, Anthony Avila, until July 20, 2020, based on unlawful violence, a credible threat of violence, or stalking. Ms. Hexom respresented Mr. Burakowski at the restraining order hearing.

15. Attached as Exhibit 5 are true and correct copies of Peter Michelet's signature on Association documents from 2014.

16. Attached as Exhibit 6 is a true and correct copy of minutes from a 2008 Association meeting.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed on September 6, 2017.

  
Gina M. Austin



**Austin, Gina**

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**From:** Austin, Gina  
**Sent:** Tuesday, September 5, 2017 4:58 PM  
**To:** 'Mandy D. Hexom'  
**Cc:** Leetham, Tamara; Rian W. Jones  
**Subject:** RE: Arthur Hopkins

Mandy,

As I have just come to understand there are multiple reasons why the Association can't get insurance and that information has to come from Art. As you know, he is not allowed to provide a declaration. In addition, it appears that whether the dispensary is open or closed will not affect the fact that the insurance is being cancelled in October. Therefore, we need Art to testify to the above. If you would like to stipulate to the fact that there are many reasons why the Association cannot get insurance and that issuing the preliminary injunction will not change the fact that the insurance will be cancelled in October then we wouldn't have to have him testify.

Please let me know right away if you are willing to continue the hearing so he will not have to miss his niece's 10th birthday party.

Gina

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**From:** Mandy D. Hexom [<mailto:MHexom@epsten.com>]  
**Sent:** Tuesday, September 5, 2017 4:29 PM  
**To:** Austin, Gina  
**Cc:** Leetham, Tamara; Rian W. Jones  
**Subject:** RE: Arthur Hopkins

Gina:

Art already testified. What is your offer of proof/what is so important that Art needs to testify to? We can submit supplemental papers and/or declarations as permitted by the court by tomorrow. Having Art testify a second time just seems unnecessary. Art has not been able to find an alternative insurance policy for the Association. That has not changed. The purpose of our meet and confer to exchange information, try to come to a resolution and submit papers on disputed items.

**Mandy D. Hexom**  
Senior Attorney at Law  
10200 Willow Creek Road, Suite 100 | San Diego, CA 92131  
Phone: (858) 527-0111 | Fax: (858) 527-1531 | Direct Dial: (858) 444-9664 | [www.epsten.com](http://www.epsten.com)

**Epsten Grinnell & Howell**  
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**From:** Austin, Gina [<mailto:gaustin@austinlegallgroup.com>]

**Sent:** Tuesday, September 05, 2017 4:18 PM

**To:** Mandy D. Hexom

**Cc:** Leetham, Tamara

**Subject:** Arthur Hopkins

Mandy,

We just received a call from Arthur Hopkins related to the subpoena for his testimony on Friday. He said he has plans to go to Bakersfield on Friday. He asked if the hearing could be moved. We do not have a problem stipulating to moving the hearing. I told Art that it would be up to your firm but I would reach out to see if you would be agreeable. Please let me know asap.

Gina

Gina M. Austin

AUSTIN LEGAL GROUP, APC | 3990 Old Town Ave., Ste A112, San Diego, CA 92110 |

Ofc: 619-924-9600 | Cell 619-368-4800 | Fax 619-881-0045

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**Austin, Gina**

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**From:** Mandy D. Hexom <MHexom@epsten.com>  
**Sent:** Tuesday, September 5, 2017 6:51 PM  
**To:** Austin, Gina  
**Cc:** Rian W. Jones; Leetham, Tamara  
**Subject:** RE: Arthur Hopkins  
**Attachments:** 3315027\_1\_Reporters Transcript Hearing on 2017-09-01 - Part 01.PDF

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Gina:

The Board does not want to spend any more time and expense on this. The Board wants to move forward on Friday. There is no guaranty that the court is available on Friday the 15<sup>th</sup> and no guaranty (unless you go in ex parte) that the court is willing to listen to Art's testimony. I attached the transcript. The court limited the continued hearing to supplemental briefing and/or declarations.

**Mandy D. Hexom**  
**Senior Attorney at Law**  
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Phone: (858) 527-0111 | Fax: (858) 527-1531 | Direct Dial: (858) 444-9664 | [www.epsten.com](http://www.epsten.com)



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Mailed: April 9, 2013

**Montgomery Field Business Condos**  
**Board Meeting Notice**  
**RESCHEDULED**

Dear Montgomery Field Business Condo Owner:

Please be advised of the RESCHEDULED board meeting of the:

Montgomery Field Business Condos

When: ~~Monday April 15, 2013~~ Moved: Friday April 19, 2013

Time: 10:00 AM

Where: Zephyr Motors 8863 Balboa Ave "B", San Diego, CA 92123

Topics on agenda include:

- I. Call to Order
- II. Review of Financials
- III. Approval of Lien
  - a. APN 369-150-13-01
- IV. Open Forum
- V. Adjournment

Any scheduling conflict can be resolved with Dan Burakowski 619-507-8994

On behalf of the Board of Directors,

Amber Myers  
Associated Professional Services



Montgomery Field Business Condos  
Board Meeting Notice

Mailed: February 7, 2014

Dear Montgomery Field Business Condo Owner:

Please be advised that there will be a board meeting of the:

Montgomery Field Business Condos

When: Monday February 17, 2014

Time: 9:00 AM.

Where: Zephyr Motors 8863 Balboa Ave "B", San Diego, CA 92123

Topics on agenda include:

- I. Call to Order
- II. Discussion RE: Parking
  - a) Designated Spaces & Common Areas
  - b) Application Process For Extended Parking
  - c) Owner Responsibilities and Fine Procedures
  - d) Handicap Access Rule
  - e) Hiring Private Security for Parking Enforcement
- III. Financial Review
  - a) Review of Fines Levied Against Owners
- IV. Open Forum
- V. Adjournment

Any scheduling conflict can be resolved with Dan Burakowski 619-507-8994

On behalf of the Board of Directors,

Amber Myers



Associated Professional Services

Montgomery Field Business Condos  
Board Meeting Notice

June 11, 2014

Dear Montgomery Field Business Condo Owner:

Please be advised that there will be a board meeting of the:

Montgomery Field Business Condos

When: Wednesday June 25, 2014

Time: 9:00 AM

Where: Zephyr Motors 8863 Balboa Ave "B", San Diego, CA 92123

**Topics on agenda include:**

- I. Call to Order
- II. Financial Review
  - a. Delinquency Review
- III. Maintenance
  - a. Paint front buildings
  - b. Repair concrete behind HiTech Auto
- IV. Discussion re: Liens & Bankruptcy
- V. Limiting Retail Activity in Complex
  - a. CC&Rs prohibit retail
  - b. Medical Marijuana Dispensary restrictions
- VI. Open Forum
- VII. Adjournment

Any scheduling conflict can be resolved with Dan Burakowski 619-507-8994

On behalf of the Board of Directors,

Amber Myers  
Associated Professional Services

**Montgomery Field Business Condos**  
**Emergency Meeting Notice**

June 4, 2015

Dear Montgomery Field Business Condo Owner:

Please be advised that there will be an Emergency Board meeting of the:

Montgomery Field Business Condos

**When: Wednesday June 10, 2015**

**Time: 10:00 AM**

**Where: Zephyr Motors**

**8863 Balboa Ave Unit B San Diego, CA 92123**

**Topics on agenda include:**

- I. Call to Order
- II. Discuss Proposed Dues Increase and/or Assessment  
(to cover legal cost necessary to oppose a Marijuana Collective from opening a dispensary in complex)
- III. Open Forum
- IV. Adjournment

Please call Dan Burakowski 619-507-8994 if you wish to talk about the issues prior to the meeting.

On behalf of the Board of Directors,

Jenna Warnier  
Associated Professional Services

## Montgomery Field Business Condos

### Special Meeting Minutes

September 3, 2014

#### CALL TO ORDER

The Special Meeting was called to order at 10:00AM and held at the offices of Associated Professional Services located at 7007 Mission Gorge Road, Suite 201, San Diego CA 92120.

#### QUORUM:

A quorum was established with over fifty-one percent of votes from owners entitled to cast votes, or a total of 616 out of 740 total votes represented by ballot. Owners present in person: Glenn Strand. Also present was Amber Myers of Associated Professional Services.

#### BALLOT TO AMEND CC&RS

The ballot to amend the CC&Rs was sent to all members under the authority of Corporations Code Section 7513 and Article XIII, Section 2 of the CC&Rs. The proposed amendment would prohibit the use of Units for sale or distribution of medical marijuana or the operation of a medical marijuana collective, a medical marijuana cooperative, or a medical marijuana dispensary.

616 of 740 total votes were received from owners entitled to vote in this election establishing a quorum over 51%. To approve the proposed amendment, owners in the aggregate possessing not less than seventy-five percent of the voting power of the Association, or 555 "Yes" votes must vote in favor. Amber Myers served as the Inspector of Elections and the results of the ballots received is as follows:

553 Votes In Favor of the Proposed Amendment  
63 Votes Against the Proposed Amendment

With insufficient votes to pass the assessment, the CC&Rs will not be amended at this time.

#### ADJOURNMENT

There being no additional business to discuss, the Meeting was unanimously adjourned at 10:55AM

Respectfully submitted by: Amber Myers - Associated Professional Services



## Montgomery Field Business Condos

### Special Meeting Minutes

October 20, 2014

#### CALL TO ORDER

The Special Meeting was called to order at 12:00PM and held at the offices of Associated Professional Services located at 7007 Mission Gorge Road, Suite 201, San Diego CA 92120.

#### QUORUM:

A quorum was established with over fifty-one percent of votes from owners entitled to cast votes, or a total of 624 out of 740 total votes represented by ballot. Present was Amber Myers of Associated Professional Services.

#### BALLOT TO AMEND CC&RS

The ballot to amend the CC&Rs was sent to all members under the authority of Corporations Code Section 7513 and Article XIII, Section 2 of the CC&Rs. The proposed amendment would prohibit the use of Units for sale or distribution of medical marijuana or the operation of a medical marijuana collective, a medical marijuana cooperative, or a medical marijuana dispensary.

624 of 740 total votes were received from owners entitled to vote in this election establishing a quorum over 51%. To approve the proposed amendment, owners in the aggregate possessing not less than seventy-five percent of the voting power of the Association, or 555 "Yes" votes must vote in favor. Amber Myers served as the Inspector of Elections and the results of the ballots received is as follows:

534 Votes In Favor of the Proposed Amendment

90 Votes Against the Proposed Amendment

With insufficient votes to pass the assessment, the CC&Rs will not be amended at this time.

#### ADJOURNMENT

There being no additional business to discuss, the Meeting was unanimously adjourned at 12:45 PM

Respectfully submitted by: Amber Myers - Associated Professional Services

## Montgomery Field Business Condos

### Special Meeting Minutes

February 13, 2015

#### CALL TO ORDER

The Special Meeting was called to order at 4:00PM and held at the offices of Associated Professional Services located at 7007 Mission Gorge Road, Suite 201, San Diego CA 92120.

#### QUORUM:

A quorum was established with over fifty-one percent of votes from owners entitles to cast votes, or a total of 700 out of 740 total votes represented by ballot. Present was Amber Myers of Associated Professional Services.

#### BALLOT TO AMEND CC&RS

The ballot to amend the CC&Rs was sent to all members under the authority of Corporations Code Section 7513 and Article XIII, Section 2 of the CC&Rs. The proposed amendment would prohibit the use of Units for sale or distribution of medical marijuana or the operation of a medical marijuana collective, a medical marijuana cooperative, or a medical marijuana dispensary.

700 of 740 total votes were received from owners entitle to vote in this election establishing a quorum over 51%. To approve the proposed amendment, owners in the aggregate possessing not less than seventy-five percent of the voting power of the Association, or 555 "Yes" votes must vote in favor. Amber Myers served as the Inspector of Elections and the results of the ballots received is as follows:

660 Votes In Favor of the Proposed Amendment

40 Votes Against the Proposed Amendment

With a majority of voters voting to pass the assessment, the CC&Rs will be amended in accordance with the vote of a majority of owners.

#### ADJOURNMENT

There being no additional business to discuss, the Meeting was unanimously adjourned at 5:00 PM

Respectfully submitted by: Amber Myers - Associated Professional Services

**THE MONTGOMERY FIELD BUSINESS CONDOS**

**Board Meeting**

**June 10, 2015**

The meeting was held in the office of Zephyr Motors, located at 8863 B Balboa Ave. The meeting was called to order 10:00 AM. A quorum was established. In attendance was Dan Burakowski, President; Glenn Strand, Vice President/Treasurer; Peter Michelet, Secretary. Also owners in attendance were: Spencer Harris, Ed Quinn, and Chris Williams.

**PROPOSED DUES INCREASE**

The Board voted and passed unanimously to increase the monthly assessments by 20%. The budget will be reviewed annually. Owners will be notified prior to the billing of the increase.

**CONTRACTS**

The Board voted and agreed to let contracts and start building 2 van accessible spaces.

**FINANCIAL**

The Board voted and agreed to stop spending money on further projects and legal until after the vote of the planning committee on 6-25-2015 and a vote of the Board of Directors.

The meeting was adjourned at 11:30 AM.

Minutes By: Ed Quinn

## THE MONTGOMERY FIELD BUSINESS CONDOS

### Board Meeting

July 22, 2015

The meeting was held in the office of Zephyr Motors, located at 8863 B Balboa Ave. The meeting was called to order 9:20 AM. A quorum was established. In attendance was Dan Burakowski, President; Glenn Strand, Vice President/Treasurer; Peter Michelet, Secretary. Also in attendance were Spencer Harris and Ed Quinn, owners and Neal Chazin of Associated Professional Services.

#### MINUTES -

The minutes of the 6-4-15 emergency meeting were read by Ed Quinn. A motion was made by Dan to approve the minutes as amended. The motion was seconded and passed unanimously.

The Board agreed to have Associated Professional Services to prepare an agenda and take meeting minutes for this meeting and future meetings.

#### 8863 Ste E

On 6-24-14 Ed Quinn, spoke to David Chadwick, CEO of Leading Edge Real Estate requesting a meeting with the Board. He also spoke to Michael Sherlock on 7-13-15.

Dan made a motion to send a letter to David Chadwick and granting him an opportunity to speak to the Board and ask him to submit in writing the issues he wants to talk about. A motion was seconded by Glenn and passed unanimously.

PARKING - Spencer Harris inquired if the Board would consider reassigning parking spaces. Discussion will be held at a future meeting.

#### HANDICAPPED PARKING -

Some of the new handicapped spaces have taken away parking spaces for some of the owners. We were told by the SACP inspector that the handicapped spaces could be moved to the back. Dan got bids to alter the asphalt to allow putting a new handicap parking space to give building 8863 A the two spaces back. Restriping would also give 8873 an additional two spaces. The board voted to table a decision on this until another consultant can advise on the feasibility.

The meeting was adjourned at 11:23 AM. The next Board meeting will be scheduled after receiving a response from David Chadwick.

Minutes By: Neal Chazin

Montgomery Field Business Condos  
Board Meeting Notice

Dear Montgomery Field Business Condo Owner:

Please be advised that there will be an open Board meeting of the:

Montgomery Field Business Condos

When: Thursday, September 17, 2015

Time: 10:00 AM

Where: Zephyr Motors

8863 Balboa Ave Unit B San Diego, CA 92123

Topics on agenda include:

- I. Call to Order
- II. Financial Status
- III. Outstanding Bills
- IV. Procedures for Spending
- V. Parking Issues
- VI. Set-up Meeting RE: 8863 Balboa Ave Ste E
- VII. Set-up of Annual Meeting
- VIII. Homeowner Open Forum
- IX. Meeting Adjournment

Please call Dan Burakowski at 619-507-8994 if you wish to talk about the issues prior to the meeting.

On behalf of the Board of Directors,  
Associated Professional Services

## THE MONTGOMERY FIELD BUSINESS CONDOS

### Board Meeting September 17, 2015

The meeting was held in the office of Zephyr Motors, located at 8863 B Balboa Ave. The meeting was called to order 10:07 AM. A quorum was established. In attendance was Dan Burakowski, President; Glenn Strand, Vice President/Treasurer; Peter Michelet, Secretary. Also in attendance were Spencer Harris and Ed Quinn, owners and Neal Chazin of Associated Professional Services.

**MINUTES** - The minutes of the July 22, 2015 meeting were read. A motion was made by Glen to approve the minutes. The motion was seconded by Peter and passed unanimously.

**FINANCIAL STATUS** - The total assets as of August 31, 2015 is \$17,925.37. The cash balance is \$12,388.79 and the net operating income for the month of August was \$1,837.27.

The insurance claim liability on the balance sheet was from a claim from many years ago. The board agreed to authorize APS to make an adjusting entry to remove it from the balance sheet.

It was determined that the balance owed on unit [REDACTED] is uncollectible due to the bankruptcy discharge. Glen made a motion to write off the balances on unit [REDACTED] and [REDACTED]. The net write off is \$4,570.32. The motion was seconded by Dan and passed unanimously.

**OUTSTANDING BILLS** - There is an outstanding legal bill from Epstein, Grinnell & Howell for \$7,319. Ed Quinn and Glenn Strand offered to pay \$1,800 for their part of the bill, however, Ed was able to get them to adjust \$800 from the amount they owe. Therefore they offered to pay \$500 each toward the legal bill. Dan made a motion to accept the offer. The motion was seconded by Peter and passed unanimously. The association will pay the bill - \$2,000 the first month and \$1,000 each month until the amount of \$6,519 is paid.

There may be additional bills for minor issues.

**PROCEDURES FOR SPENDING** - Dan has been spending \$150 to \$200 per month for minor expenses. A motion was made by Glen to authorize Dan to spend up to \$150 per month without the approval of the other Board members. The motion was seconded by Peter and passed unanimously.

**PARKING** - Spencer Harris will submit a recommendation as to how to accommodate two more parking spaces in the front.

Dan made a motion to move the 2 handicap spaces at 8863 B to the southwest corner of the same building in order to give Ed Quinn his two parking spaces back. In addition the handicap parking spaces at the 8867 will be moved to the southeast corner of building 8873. The work will be done as the association's finances allow. Peter seconded the motion and it passed unanimously.

**Set Up Meeting with 8863 Ste E** - The meeting will be held at a regularly scheduled board meeting

**ANNUAL MEETING** -The scheduling of the annual meeting was tabled.

**OPEN FORUM** - Spencer suggested that the buildings will need some painting soon and that a reserve study should be prepared.

The meeting was adjourned at 11:34 AM. The next Board meeting will be scheduled as needed..

Minutes By:

Neal Chazin









1           2.     I served as the Secretary and Board member beginning in 2010 and resigned from  
2 both positions effective June 3, 2017.


3           3.     As per the Association CC&Rs, a copy of each amendment shall be certified by at  
4 least two officers of the Association.

5           4.     An amendment to the CC&Rs, executed February 26, 2015, was signed by Dan  
6 Burakowski and Ed Quinn, as President and Secretary, respectively. (See Exhibit A - 2015  
7 Amendment to Declaration of Covenants, Conditions and Restrictions for Montgomery Field  
8 Business Condominiums Association) Mr. Quinn was not the Secretary at the time, as I was five  
9 years into my role as Secretary. I do not know why Mr. Burakowski allowed Mr. Quinn to sign as  
10 Secretary, knowing that I was the serving Secretary.

11           5.     The Certificate of Board President and Secretary of the Association was also  
12 signed and certified by Dan Burakowski, as President, and Ed Quinn, as Secretary. (See Exhibit B  
13 - Certificate of Board President and Secretary of Montgomery Filed Business Condominiums  
14 Association) I do not know why Mr. Burakowski allowed Mr. Quinn to sign as Secretary,  
15 knowing that I was the serving Secretary.

16           6.     I did not receive notice, as required by the Association's Bylaws, of any special  
17 meeting of the Board of Directors to discuss, or vote to authorize the filing, of the Montgomery  
18 Field Business Condominiums Association vs. Balboa Ave Cooperative, et al. lawsuit. I did not  
19 vote for such authorization. Nor did I give my written authorization in lieu of a meeting of the  
20 Board of Directors, for this lawsuit to be filed. I also have not voted on any authorization to pay  
21 any legal fees for any lawsuit.

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

24  A handwritten signature in black ink, appearing to read "P. Michelet", is enclosed within a hand-drawn oval. A small arrow points to the right from the top right of the oval.

25 Peter Michelet

UNIT 

FAX TRANSMITTAL

DATE: 5/10/2017

TO: Associated Professional Services Inc

ATTENTION: Neal Chazin - as arranged.

MESSAGE: Re: Repairs on Montgomery Field Bus/Condo:

Please refer to Peter Michelet - \$342.24 for repairs done in our complex as arranged with Glenn Strand

1. Board Member: Glenn Strand

Sign: 

2. Board Member: Peter Michelet

Sign: 

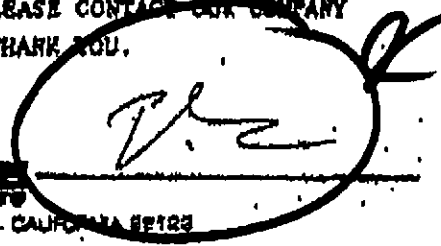
FROM: \_\_\_\_\_

1 PAGES TO FOLLOW (NOT INCLUDING THIS COVER SHEET)

FACSIMILE NUMBER: (619) 277-7610

IF TRANSMITTAL HAS NOT BEEN COMPLETED, PLEASE CONTACT OUR COMPANY AS SOON AS POSSIBLE AT (619) 277-2540. THANK YOU.

Regards



**ADVANCE**

8885 BALBOA AVENUE, SUITE 4 SAN DIEGO, CALIFORNIA 92123  
(619) 277-2540

REIMBURSEMENT  
REQUEST

**INVOICE**

**Daniel Burakowski**

DATE: DECEMBER 2, 2014

8861 Balboa Ave. "D", San Diego, Ca. 92123

TO: Associated Professional Services  
Montgomery Field Business Assoc.  
P.O. Box 602090  
San Diego, Ca. 92160  
619-607-8994

SHIP TO: Montgomery Field Business ASSOC.  
8861 Balboa Ave.  
San Diego, Ca. 92123

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on receipt	

QTY	ITZARA	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Reimbursement the following items:			
		Max Labor: 1 hour gutter cleaning, sprinkler repair, light bulb replacement, paint touch up, fence repair 13,00/13 x 45 = 875.00			675.00
		Imperial Sprinkler			41.84
		GED electrical parts			207.36
		Topline (3)			162.34
		Marshall's Hardware (3)			114.32
		Pep Boys, O'Reilly Auto:			40.36
		Home Depot (2)			226.46

TOTAL DISCOUNT

Approved by:

SUBTOTAL

SALES TAX

TOTAL

\$1,467.67

Make all checks payable to Daniel Burakowski

REIMBURSEMENT  
REQUEST

**INVOICE**

**Danef Burakowski**

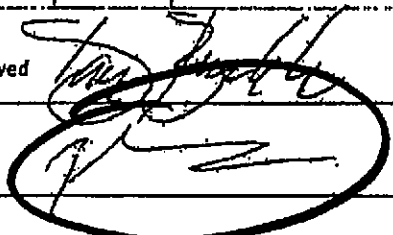
8861 Balboa Ave. "D", San Diego, Ca. 92123

INVOICE #10-10-14  
DATE: OCTOBER 10, 2014

TO Associated Professional Services  
Montgomery Field Business Assoc.  
P.O. Box 602090  
San Diego, Ca. 92160  
619-507-8994

SHIP TO Montgomery Field Business ASSOC.,  
8856-8873 Balboa Ave.  
San Diego, Ca. 92123

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on Receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Reimbursement the following items:			
		Max labor for 8856 Stem Wall Reconstruction 38hrs X 18.00			670.00
		ADA compliant signage invoice			149.85
		Max labor sign installation			120.00
TOTAL DISCOUNT					
Approved by: 					SUBTOTAL
					SALES TAX
					TOTAL 839.85

REIMBURSEMENT  
REQUEST

# INVOICE

**Daniel Burakowski**

8861 Balboa Ave. "D", San Diego, Ca. 92123

INVOICE #19-15-14  
DATE: OCTOBER 15, 2014

TO Associated Professional Services  
Montgomery Field Business Assoc.  
P.O. Box 602090  
San Diego, Ca. 92160  
619-507-8994

SHIP TO  
Montgomery Field Business ASSOC.  
8855-8873 Balboa Ave.  
San Diego, Ca. 92123

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Reimbursement the following items:			
		Max labor for 8855 Stem Wall Reconstruction 30hrs X 15.00			450.00
		Max labor for low water use planter conversion, 49hrs X 15.00			735.00
		Village Nurseries			43.37
		Imperial Sprinkler supply (2)			125.26
		Staples Office Supply			153.88
		Ehmanke Sheet Metal			378.23

Approved  
by:

*Tom Burakowski*  
*[Signature]*

TOTAL DISCOUNT

SUBTOTAL

SALES TAX

TOTAL

1885.74

Make all checks payable to Daniel Burakowski  
THANK YOU FOR YOUR BUSINESS!

REIMBURSEMENT  
REQUEST

# INVOICE

**Daniel Burakowski**

DATE: SEPTEMBER 10, 2014

8861 Balboa Ave. "D", San Diego, Ca. 92123

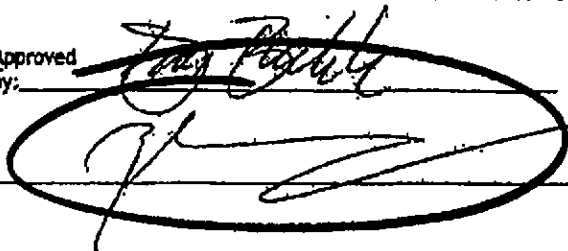
TO Associated Professional Services  
Montgomery Field Business Assoc.  
P.O. Box 602090  
San Diego, Ca. 92160  
619-507-8994

SHP TO Montgomery Field Business ASSOC.  
8855-8873 Balboa Ave.  
San Diego, Ca. 92123

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Reimbursement the following items:			
		Max Labor Hours for water intrusion issues on 8855 Balboa Ave building. 120 hrs x \$15.00 =			\$1800.00

Approved by:



TOTAL DISCOUNT

SUBTOTAL

SALES TAX

TOTAL

\$1800.00



REIMBURSEMENT  
REQUEST

# INVOICE

**Daniel Burakowski**

DATE: SEPTEMBER 23, 2014

8821 Balboa Ave. "D", San Diego, Ca. 92123

TO Associated Professional Services  
Montgomery Field Business Assoc.  
P.O. Box 602090  
San Diego, Ca. 92160  
619-507-8994

SHIP TO  
Montgomery Field Business ASSOC.  
8855-8873 Balboa Ave.  
San Diego, Ca. 92123

SALESPERSON	Job	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Reimbursement the following items:			
		Industrial Metal Supply			89.81
		ADA Signs			184.36
		Hoffmaster-Carr Supply			152.54
		Impertal Sprinkler			29.81
		Home Depot			208.83
		Staples Office Supply			32.48
		Uddell Inc. Lumber			257.82
		Marshall's Hardware			72.86
		Village Nurseries			37.80
		<b>Total</b>			<b>5,070.01</b>

Approved by:

TOTAL DISCOUNT

SUBTOTAL

SALES TAX

TOTAL

5,070.01

REIMBURSEMENT  
REQUEST

# INVOICE

**Daniel Burakowski**

8861 Balboa Ave. "B", San Diego, Ca. 92123

INVOICE # 2644  
DATE: SEPTEMBER 24, 2014

TO Associated Professional Services  
Montgomery Field Business Assoc.  
P.O. Box 602090  
San Diego, Ca. 92160  
619-507-8994

SHIP TO Montgomery Field Business ASSOC.  
8855-8873 Balboa Ave.  
San Diego, Ca. 92123

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Reimbursement the following items:			
		Building materials for 8855 Stem Wall Reconstruction... see Dbdeline Invoice 14-40686-8			511.28

TOTAL DISCOUNT

Approved by: 

SUBTOTAL

SALES TAX

TOTAL

511.28



**MONTGOMERY FIELD BUSINESS ASSOCIATION  
MINUTES OF THE REGULAR BOARD MEETING  
June 17, 2008**

The following directors and homeowners were present, establishing a quorum:

Gerry Mavrinac  
Representative from Mauricio Torre's unit

- Glenn Strand
- Daniel Burakowski
- Spencer Harris
- Bill Moore
- Peter Michelet

Guests present:

Marla Callico - APS Representative

9:00am Meeting called to order.

**Approval of Minutes**

The last meeting minutes were approved unanimously.

**Old Business**

1. Fence was completed and appears to be in good workmanship.
2. Gila Lackritz is in compliance with the backflow installation. The board took on the responsibility by getting three bids and moving forward with the best proposal. Gil Lackritz will be billed for the amount of the invoice submitted by the vendor.
3. Daniel Burakowski has not received his reimbursement check for the loan he made the Association for the fence work.
4. Boar's banner, Dell signs will be removed per Gil Lackritz' statement to Daniel Burakowski.

**New Business**

1. Mr. Hermann's request for applying a wheelchair accessible ramp was unanimously approved by the Board. The area in question is Mr. Hermann's but will benefit the Montgomery Field Business Association.
2. The backflow device will have a security key which will be provided to the Board.
3. Gil Lackritz claims his unit's roof hasn't been done in 25 years. ASP will investigate history of roof work through the archives and files.
4. The mechanical equipment from Gil Lackritz' unit was discussed and it was decided upon that a roof inspection will take place prior to deciding where to allocate the equipment.
5. Daniel Burakowski suggested the removal or replacement of the light blue sign at the front of the building. Options will be considered once this becomes an official project.
6. New telephone cables have been placed too low, per the Association's standards, they need to run up against the walls or underground.
7. The telephone lock box needs to be upgraded/updated. The Board will get bids.

**Violations**

1. Vending machines from Peter's unit are now out of the common areas and in the unit.
2. Peter reported that the forklift from his unit has broken down. The Board requested its immediate repair and removal. A \$25/day violation will continue until said issue is remedied.
3. Broken down cars have been reported. The Board will start instituting towing action after three days of a car being stationed within the complex.

Meeting adjourned at 10:00am.

Respectfully submitted by Marla Callico, Acting Secretary

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

1 Gina M. Austin (SBN 246833)  
E-mail: *gaustin@austinlegalgroup.com*  
2 Tamara M. Leetham (SBN 234419)  
E-mail: *tamara@austinlegalgroup.com*  
3 AUSTIN LEGAL GROUP, APC  
3990 Old Town Ave, Ste A-112  
4 San Diego, CA 92110  
Phone: (619) 924-9600  
5 Facsimile: (619) 881-0045

6 Attorneys for Defendants  
San Diego United Holdings Group, LLC, Ninus Malan  
7 And Balboa Ave Cooperative

F I L E  
Clerk of the Superior Court

SEP 06 2017

By: S. Klais-Trent, Deputy

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  
RAZUKI, an individual; and DOES 1  
20 through 25, inclusive;

21 Defendants.

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

Assigned to Judge: Honorable Ronald L. Styn

**SUPPLEMENTAL DECLARATION OF  
NINUS MALAN IN SUPPORT OF  
DEFENDANTS BALBOA AVE  
COOPERATIVE, SAN DIEGO UNITED  
HOLDINGS GROUP, LLC, AND NINUS  
MALAN'S OPPOSITION TO PLAINTIFF'S  
MOTION FOR PRELIMINARY  
INJUNCTION**

[IMAGED FILE]

DATE: September 8, 2017

TIME: 11:00 a.m.

DEPT: C-62

22  
23 I, Ninus Malan, declare:

24 1. I am over the age of 18 and am a party to this action. I have personal knowledge  
25 of the facts stated in this declaration. If called as a witness, I would testify competently thereto. I  
26 provide this supplemental declaration in support of defendants San Diego United Holdings  
27 Group, LLC, Balboa Ave Cooperative, and Ninus Malan's opposition to plaintiff Montgomery  
28

1 Field Business Condominiums Association's ("Association" or "Plaintiff") request for preliminary  
2 injunction ("Plaintiff's Motion").


3 2. On September 1, 2017, Arthur Hopkins and I spoke over the phone about the  
4 Association's insurance policy. Mr. Hopkins informed me that the Association has coverage  
5 issues because there are open cases related to the permanent restraining order against Association  
6 board member and president Daniel Burakowski for harassing one of Defendant's employees (last  
7 week, Daniel Burakowski violated the restraining order and the police were called and informed  
8 me that they would forward the violation along to the district attorney's office), there was a roof  
9 claim in 2015, there is a claim related to this litigation, and there is a claim related to the  
10 challenge to the 2015 Amendment. (A true and correct copy of the police report is attached as  
11 Exhibit "1" and incorporated by reference.)

12 3. I have been working with Louie Avila of Strong Tie Insurance Services, Inc. to  
13 investigate coverage for the Association. I am informed that Balboa Ave is insurable and that  
14 Balboa Avenue Cooperative will not prevent the Association from obtaining insurance.

15 4. Yesterday, I received what is attached as Exhibit "2," which is a former board  
16 members resignation from the Association's board because of Daniel Burakowski's behavior.

17 5. I believe the Daniel Burakowski has violated the Association's guidelines for many  
18 years and he continues to violate them at will in order to prove he is right. I believe he will say  
19 and do anything he can to prove he is right whether it is right or wrong.

20 I declare under penalty of perjury under California state law that the foregoing is true and  
21 correct. Executed in San Diego, California, on September 6, 2017.

22  
23   
24 Ninus Malan



# SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

<b>CRIME REPORT</b>		INCIDENT NUMBER 17088049941	
BEAT 313	RELATED RPT #S	DATE 08/31/2017	PAGE 1 of 4
CODE SECTION AND DESCRIPTION PC 156(A)(4) / CONTEMPT OF COURT: DISOBEY COURT ORDER		DAY OF WEEK Thursday	CASE NUMBER 17033817
LOCATION OF INCIDENT (OR ADDRESS) 8863 BALBOA AV		TIME 12:52	CITY SAN DIEGO

VICTIM / WITNESS										
V	BP	W TYPE 06	NAME (LAST, FIRST, MIDDLE SUS / OR ORGANIZATION) Aylla-Martin, Anthony David							
RESIDENCE ADDRESS										
					CITY			STATE		ZIP
RACE H	SEX M	DATE OF BIRTH	VICTIM INJURED	EXTENT OF TREATMENT	INTERPRETER REQUIRED	LANGUAGE	VICTIM RELATION TO SUSPECT	SUSPECT	V/W ASSIST	
CONTACT								ACQT	N	
CELL PHONE ( )										
ID										
DL ( )										
STATUS EMP	EMPLOYER (RANK IF MILITARY) Marijuana Dispensary Security			BUSINESS ADDRESS 8863 BALBOA AV #E			CITY SAN DIEGO	STATE CA	ZIP 92123	
ADDITIONAL INFORMATION										

M.O. INFORMATION		
TOTAL # OF WITNESSES AT CRIME 0	PLACE OF ATTACK 4. Lot/Park/Yard	SURROUNDING AREA 2. Business
TYPE OF STRUCTURE NON-RESIDENTIAL		
0. N/A		
TARGET(S) 3. Person		
POINT OF ENTRY 0. N/A		
SECURITY USED 0. N/A		
TYPE LOCK ATTACKED 0. N/A		
SUSPECT ACTIONS 60. Other: harassed		
VICTIM INJURED	EXTENT OF TREATMENT	SIC No ADULT

I certify that the information requested will be used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability arising out of the improper use of the information provided.

SUSPECT(S)									
ARRESTED N	SUSPECT NAME (LAST, FIRST MIDDLE SUFF) Burakowski, Daniel Francis					NICKNAME/KA			
RACE W	SEX M	AGE 68	DOB	HEIGHT 6'00"	WEIGHT 210	BUILD NOR	HAIR COLOR GRY	EYE COLOR BRO	
SUSPECT'S ADDRESS						CITY	STATE	ZIP	
ID									
PHYSICAL INFORMATION / FURTHER SUSPECT DESCRIPTION (I.E. GLASSES, TATTOOS, TEETH, BIRTHMARKS, JEWELRY, SCARS, ETC.)									
SUSPECT'S CLOTHING unknown									
HAIR LENGTH/TYPE UNKNOWN 0. OTHER	HAIR STYLE 0. UNKNOWN	FACIAL HAIR 0. UNKNOWN	COMPLEXION 0. UNKNOWN	GENERAL APPEARANCE 0. UNKNOWN	DEMEANOR 0. UNKNOWN	SPEECH 0. UNKNOWN	VOICE 0. UNKNOWN		

REPORTING OFFICER JENNIFER FOXWORTHY	I.D.# 6925	DIVISION E2	AGENCY SDPO	DATE OF REPORT 8/31/2017	TIME 15:40
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(Revised 09/2013 Electronic)



CONTINUED FROM  
CRIME REPORT

# SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

PAGE  
2 of 4

INCIDENT NUMBER  
17080049941  
CASE NUMBER  
17033517

## EVIDENCE

Body Camera

No Body Camera Evidence Collected

EVIDENCE OBTAINED

TAG NUMBERS

None

See Evidence Collection Section for Details

WITNESS CHECK

## OFFICER ASSAULT (OAK)

VEHICLE TYPE

NUMBER OFFICERS WITH PERSONAL INJURY

ACTIVITY WHEN ASSAULT OCCURRED

NUMBER OFFICERS WITHOUT PERSONAL INJURY

## ARSON

ARSON  
TYPE

DESCRIPTION

CONTENT  
LOSS \$

STRUCT  
LOSS \$

ABANDONED

## EVIDENCE COLLECTION

Officer's Investigation

I conducted the following attempts to locate, collect, and preserve evidence from the crime scene at

8863 BALBOA AV

SAN DIEGO

CA

92123

LATENT PRINTS:

I made attempts to lift latent prints:

N

If NO, explain:

OTHER PHYSICAL EVIDENCE:

I made attempts to locate other physical evidence at the scene: N

If NO, explain:

I certify that the information requested will be used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability or cost of the improper use of a transcription provided.

REPORTING OFFICER JENNIFER FOXWORTHY	I.D. # 8925	DIVISION E2	AGENCY SDPD	DATE OF REPORT 8/31/2017	TIME 15:40
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(Revised 08/2013 Electronic)

CONTINUED FROM  
CRIME REPORT

# SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

INCIDENT NUMBER 17080049941
CASE NUMBER 17033517

PAGE 3 of 4
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I certify that the information requested will be used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability arising out of the improper use of the information provided.

## SYNOPSIS:

On August 30<sup>th</sup>, 2017, at approximately 1252 hours, Daniel Burakowski violated a served civil harassment order in which he was the restrained party and Anthony Avila was the protected party. Both parties were in the vicinity of their place of employment at the time of the incident.

No one is in custody at the time of this investigation.

## ORIGIN:

On August 30<sup>th</sup>, 2017, at approximately 1542 hours, while in full uniform and in a marked patrol vehicle, I responded to a radio call regarding a disturbance at 8863 Balboa Avenue. The reporting party was Anthony Avila. Initial comments on the call indicated Anthony Avila's neighbor violated a restraining order.

## INVESTIGATION:

Upon my arrival, I contacted Anthony Avila, who provided his contact information and told me he worked at the marijuana dispensary located on the premises. Avila provided his below-listed statement, and showed me a copy of court documents for a restraining order listing him as the protected party and a tenant at a neighboring business, Daniel Burakowski, as the restrained party. The case number was 37-2017-00020519-CU-HR-CTL, issued 07/21/2017, and expiring 07/20/2020. A later records check confirmed the restraining order was served and lists terms including no contact and a stay away yardage reduction to 20 yards away from the protected party when at their place of employment.

Avila confirmed the suspect and restrained party left the area prior to our arrival on scene.

After obtaining Avila's statement, I provided him a Marsy's Card and case number.

## Statement of Anthony Avila (Victim / Reporting Party):

Anthony Avila essentially told me the following:

I was in unit #B, where we store some of our items for the dispensary. I let a co-worker, Sarah, inside the unit. From about one hundred feet away, I saw Burakowski walking out of his unit and say to us, "Why don't you guys just get the fuck out of here." He had his dog with him. I told him I was going to call the police. He said, "Why don't you stop being a pussy and do something right now?" I shut the door, when back inside the unit, and called 9-1-1.

REPORTING OFFICER JENNIFER FOXWORTHY	LD. # 8925	DIVISION E2	AGENCY SDPD	DATE OF REPORT 8/31/2017	TIME 15:40
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(Revised 09/2013 Electronic)

CONTINUED FROM  
CRIME REPORT

**SAN DIEGO REGIONAL  
CRIME/INCIDENT REPORT**

INCIDENT NUMBER 17080049941
CASE NUMBER 17033517

PAGE  
1 of 1

used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability resulting from the improper use of the information provided.

About thirty minutes later, it started getting really hot inside the unit, so I opened the door. Burakowski was about thirty feet away and had his dog off the leash. The dog is some kind of Australian Shepherd, I think. Burakowski said to his dog, "Get 'em, boy!" Sarah pushed me back and said, "He just tried to sic his dog on us." I called the police again. He left about five minutes later in his truck.

I think this harassment is racially motivated, because during his first negative encounter with me, he told me to, "Go back where you came from." I think he thought I was Middle Eastern. Another time prior to my obtaining the restraining order, he threatened me while referencing the street I live on, so I believe he has followed me home, because that is the only way he could have figured out where I live. That is why I think the restraining order was granted, because the judge said it appeared he was personally singling me out.

**EVIDENCE:**

None.

**INJURIES:**

None reported or observed.

**PROPERTY DAMAGE:**

None.

**FOLLOW-UP:**

None.

**RELATED REPORTS:**

See Incident # 17060051338, Case #17-025264 for a previous case involving the same parties.

Approved By: A/Sgt. M. Wallace #6404

REPORTING OFFICER JENNIFER FOXWORTHY	I.D.# 6925	DIVISION E2	AGENCY SDPD	DATE OF REPORT 8/31/2017	TIME 15:40
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(Revised 09/2013 Electronic)

Exhibit 2

# SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

INCIDENT NUMBER 17080049941
CASE NUMBER 17033517

<b>CRIME REPORT</b>		PAGE 1 of 4	
BEAT 313	RELATED RPT #S	DATE 08/31/2017	DAY OF WEEK Thursday
CODE SECTION AND DESCRIPTION PC / 166(A)(4) / CONTEMPT OF COURT: DISOBEY COURT ORDER		TIME 12:52	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
LOCATION OF INCIDENT (OR ADDRESS) 8863 BALBOA AV		CITY SAN DIEGO	

VICTIM / WITNESS									
V	W TYPE 06	NAME (LAST, FIRST, MIDDLE SUS / OR ORGANIZATION) Avila-Martin, Anthony David							
RESIDENCE ADDRESS									
CITY STATE ZIP									
RACE H	SEX M	DATE OF BIRTH	VICTIM INJURED	EXTENT OF TREATMENT	INTERPRETER REQUIRED	LANGUAGE	VICTIM RELATION TO SUSPECT ACQT	VW ASSIST N	
CONTACT CELL PHONE									
ID									
DL									
STATUS EMP	EMPLOYER (RANK IF MILITARY) Marijuana Dispensary Security	BUSINESS ADDRESS 8863 BALBOA AV #E			CITY SAN DIEGO	STATE CA	ZIP 92123		
ADDITIONAL INFORMATION									

M.O. INFORMATION		
TOTAL # OF WITNESSES AT CRIME 0	PLACE OF ATTACK 4. Lot/Park/Yard	SURROUNDING AREA 2. Business
TYPE OF STRUCTURE NON-RESIDENTIAL 0. N/A		
TARGET(S) 5. Person	I certify that the information requested will be used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability arising out of the improper use of the information provided.	
POINT OF ENTRY 0. N/A		
SECURITY USED 0. N/A		
TYPE LOCK ATTACKED 0. N/A		
SUSPECT ACTIONS 6D. Other: harassed		
VICTIM INJURED	EXTENT OF TREATMENT	SIC No ADULT

SUSPECT(S)									
ARRESTED N	SUSPECT NAME (LAST, FIRST MIDDLE SUFF) Burakowski, Daniel Francis						NICKNAME/AKA		
RACE W	SEX M	AGE 68	DOB	HEIGHT 6'00"	WEIGHT 210 -	BUILD NOR -	HAIR COLOR GRY	EYE COLOR BRO	
SUSPECT'S ADDRESS									
CITY STATE ZIP									
ID									
ADDITIONAL INFORMATION / FURTHER SUSPECT DESCRIPTION (I.E. GLASSES, TATTOOS, TEETH, BIRTHMARKS, JEWELRY, SCARS, ETC.)									
SUSPECTS CLOTHING unknown									
HAIR LENGTH/TYPE UNKNOWN 6. OTHER	HAIR STYLE 0. UNKNOWN	FACIAL HAIR 0. UNKNOWN	COMPLEXION 0. UNKNOWN	GENERAL APPEARANCE 0. UNKNOWN	DEMEANDR 0. UNKNOWN	SPEECH 0. UNKNOWN	VOICE 0. UNKNOWN		

REPORTING OFFICER JENNIFER FOXWORTH	I.D. # 6925	DIVISION E2	AGENCY SDPD	DATE OF REPORT 8/31/2017	TIME 15:40
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CONTINUED FROM  
CRIME REPORT

# SAN DIEGO REGIONAL CRIME/INCIDENT REPORT

INCIDENT NUMBER 17080049941
PAGE 2 of 4
CASE NUMBER 17033517

## EVIDENCE

Body Camera No Body Camera Evidence Collected	
EVIDENCE OBTAINED	TAG NUMBERS
	None
See Evidence Collection Section for Details	WITNESS CHECK

## OFFICER ASSAULT (OAK)

VEHICLE TYPE	NUMBER OFFICERS WITH PERSONAL INJURY	ACTIVITY WHEN ASSAULT OCCURRED
	NUMBER OFFICERS WITHOUT PERSONAL INJURY	

## ARSON

ARSON TYPE	DESCRIPTION	CONTENT LOSS \$	STRUCTURE LOSS \$	ABANDONED
------------	-------------	-----------------	-------------------	-----------

## EVIDENCE COLLECTION

Officer's Investigation I conducted the following attempts to locate, collect, and preserve evidence from the crime scene at			
8863 BALBOA AV	SAN DIEGO	CA	92123
LATENT PRINTS: I made attempts to lift latent prints: N If NO, explain:			
OTHER PHYSICAL EVIDENCE: I made attempts to locate other physical evidence at the scene: N If NO, explain:			

I certify that the information requested will be used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability arising out of the improper use of the information provided.

REPORTING OFFICER JENNIFER FOXWORTHY	I.D. # 6925	DIVISION E2	AGENCY SDPD	DATE OF REPORT 8/31/2017	TIME 15:40
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(Revised 09/2013 Electronic)

CONTINUED FROM  
CRIME REPORT

SAN DIEGO REGIONAL  
CRIME/INCIDENT REPORT

INCIDENT NUMBER 17080049941
CASE NUMBER 17033517

PAGE  
3 of 4

I certify that the information requested will be used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability arising out of the improper use of the information provided.

**SYNOPSIS:**

On August 30<sup>th</sup>, 2017, at approximately 1252 hours, Daniel Burakowski violated a served civil harassment order in which he was the restrained party and Anthony Avila was the protected party. Both parties were in the vicinity of their place of employment at the time of the incident.

No one is in custody at the time of this investigation.

**ORIGIN:**

On August 30<sup>th</sup>, 2017, at approximately 1542 hours, while in full uniform and in a marked patrol vehicle, I responded to a radio call regarding a disturbance at 8863 Balboa Avenue. The reporting party was Anthony Avila. Initial comments on the call indicated Anthony Avila's neighbor violated a restraining order.

**INVESTIGATION:**

Upon my arrival, I contacted Anthony Avila, who provided his contact information and told me he worked at the marijuana dispensary located on the premises. Avila provided his below-listed statement, and showed me a copy of court documents for a restraining order listing him as the protected party and a tenant at a neighboring business, Daniel Burakowski, as the restrained party. The case number was 37-2017-00020519-CU-HR-CTL, issued 07/21/2017, and expiring 07/20/2020. A later records check confirmed the restraining order was served and lists terms including no contact and a stay away yardage reduction to 20 yards away from the protected party when at their place of employment.

Avila confirmed the suspect and restrained party left the area prior to our arrival on scene.

After obtaining Avila's statement, I provided him a Marsy's Card and case number.

**Statement of Anthony Avila (Victim / Reporting Party):**

Anthony Avila essentially told me the following:

I was in unit #B, where we store some of our items for the dispensary. I let a co-worker, Sarah, inside the unit. From about one hundred feet away, I saw Burakowski walking out of his unit and say to us, "Why don't you guys just get the fuck out of here." He had his dog with him. I told him I was going to call the police. He said, "Why don't you stop being a pussy and do something right now?" I shut the door, when back inside the unit, and called 9-1-1.

REPORTING OFFICER JENNIFER FOXWORTH	I.D. # 6925	DIVISION E2	AGENCY SDPD	DATE OF REPORT 8/31/2017	TIME 15:40
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(Revised 09/2013 Electronic)

CONTINUED FROM  
CRIME REPORT

SAN DIEGO REGIONAL  
CRIME/INCIDENT REPORT

INCIDENT NUMBER 17030049941
CASE NUMBER 17033517 with file

PAGE  
1 of 1

used solely for those limited purposes stated and will not be used to harass, degrade or humiliate any person. The requesting agency or person hereby agrees to indemnify and hold harmless the San Diego Police Department and the City of San Diego for any liability arising out of the improper use of the information provided.

About thirty minutes later, it started getting really hot inside the unit, so I opened the door. Burakowski was about thirty feet away and had his dog off the leash. The dog is some kind of Australian Shepherd, I think. Burakowski said to his dog, "Get 'em, boy!" Sarah pushed me back and said, "He just tried to sic his dog on us." I called the police again. He left about five minutes later in his truck.

I think this harassment is racially motivated, because during his first negative encounter with me, he told me to, "Go back where you came from." I think he thought I was Middle Eastern. Another time prior to my obtaining the restraining order, he threatened me while referencing the street I live on, so I believe he has followed me home, because that is the only way he could have figured out where I live. That is why I think the restraining order was granted, because the judge said it appeared he was personally singling me out.

**EVIDENCE:**

None.

**INJURIES:**

None reported or observed.

**PROPERTY DAMAGE:**

None.

**FOLLOW-UP:**

None.

**RELATED REPORTS:**

See Incident # 17060051338, Case #17-025264 for a previous case involving the same parties.

Approved By: A/Sgt. M. Wallace #6404

REPORTING OFFICER JENNIFER FOXWORTH	I.D.# 6925	DIVISION E2	AGENCY SDPD	DATE OF REPORT 8/31/2017	TIME 15:40
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(Revised 09/2013 Electronic)





**W.S. HARRIS, CPA**

**Tax Counseling & Planning Inc.**

**8865 BALBOA AVE, STE F**

**SAN DIEGO CA 92123**

**PHONE 858.277.3282///FAX 858.268.2875**

**E Mail wshcpa@pacbell.net**

**Fax Cover Sheet**

**Date :** September 26, 2014  
**Pages :** 1  
**To :** Board of Directors  
**Company :** Montgomery Field Bus. Condos  
**Fax Number :**  
**From :** Spencer Harris  
**Subject :** Resignation

Effective immediately, this is my resignation for the Board of Directors and as an officer of Montgomery Field Business Condominiums Association.

I can no longer deal with "Dictator" Dan and his personal decisions, that affect both the association, other owners, as well as lessees and customers, without consulting with other board members and other affected parties at the condo location.

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

1 Gina M. Austin (SBN 246833)  
E-mail: [gaustin@austinlegalgroup.com](mailto:gaustin@austinlegalgroup.com)  
2 Tamara M. Leetham (SBN 234419)  
E-mail: [tamara@austinlegalgroup.com](mailto:tamara@austinlegalgroup.com)  
3 AUSTIN LEGAL GROUP, APC  
3990 Old Town Ave, Ste A-112  
4 San Diego, CA 92110  
Phone: (619) 924-9600  
5 Facsimile: (619) 881-0045

6 Attorneys for Defendants  
San Diego United Holdings Group, LLC, Ninus Malan  
7 And Balboa Ave Cooperative

F I L E D  
Clerk of the Superior Court

SEP 06 2017

By: S. Klais-Trent, Deputy

17 SEP 6 PM 2:53

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.  
22

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

Assigned to Judge: Honorable Ronald L. Styn

**DECLARATION OF LOUIE AVILA IN  
SUPPORT OF DEFENDANTS BALBOA  
AVE COOPERATIVE, SAN DIEGO  
UNITED HOLDINGS GROUP, LLC, AND  
NINUS MALAN'S OPPOSITION TO  
PLAINTIFF'S MOTION FOR  
PRELIMINARY INJUNCTION**

[IMAGED FILE]

DATE: September 8, 2017

TIME: 11:00 a.m.

DEPT: C-62

23  
24 I, Louie Avila, declare:

25 1. I am over the age of 18 and am not a party to this action. I have personal  
26 knowledge of the facts stated in this declaration. If called as a witness, I would testify  
27 competently thereto.  
28

1 ///

2 2. I am an insurance broker working at Strong Tie Insurance Services, Inc. ("Strong  
3 Tie"). I have 20 years of professional experience. Strong Tie represents a carefully selected  
4 group of financially reputable insurance companies who we shop to deliver rate comparisons and  
5 optimum insurance plans.

6 3. In August, 2017, I was contacted by Ninus Malan about insuring a business  
7 condominiums association, the Montgomery Field Business Condominiums Association (the  
8 "Association"). Specifically, Mr. Malan asked me if the Association was insurable given the  
9 medical marijuana dispensary operating in one of the units.

10 4. The marijuana dispensary, the units, and the Association are all insurable. The  
11 fact that the Association has a legally operating medical marijuana dispensary, and that the  
12 medical marijuana dispensary has "armed" guards does not prevent the medical marijuana  
13 dispensary, the units, and the Association from obtaining insurance. Attached as Exhibit 1 is a  
14 true and correct copy of the quote for insurance that will cover the marijuana dispensary, the  
15 units, and the Association. This quote is substantially similar to the existing policy.

16 5. This quote does not include open claims on the current policy although it is my  
17 understanding that the current Association policy has open claims on several lines including  
18 commercial general liability and directors and officers.

19 6. As with any insurance policy, currently existing claims are excepted from  
20 coverage. If there was an existing claim for someone who fell off the roof of one of the units, a  
21 new policy of insurance would not cover that claim. It would be covered by the insurance that  
22 was in place at the time of the alleged accident. In the same way, there would not be coverage for  
23 the Association in this existing lawsuit which involves claims that the board breached its  
24 fiduciary duties. It would be covered by the insurance that was in place at the time of the filing of  
25 the lawsuit.

26 ///

27 ///

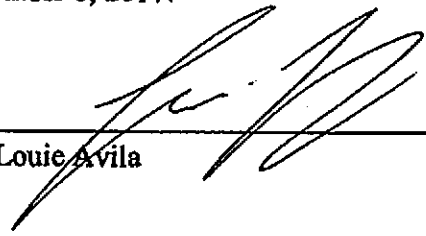
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///

7. Similar issues apply to Association board member and president Daniel Burakowski, who has a permanent restraining order has been entered against him for harassing behavior aimed at the medical marijuana dispensaries manager/host. Thus any issues with D&O coverage are unrelated to the medical marijuana dispensary; they are related to the restraining order against Daniel Burakowski.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on September 6, 2017.

  
\_\_\_\_\_  
Louie Avila

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



**Strong Tie Insurance Services Inc.**  
 8135 Florence Ave Ste 201  
 Downey, CA 90240  
 Tel: (800) 985-2001 \* Fax: (323) 560-8823  
 Email: aromero@strongtieinsurance.com



Dear Customer

We are pleased to offer you the following quote for your Commercial General Liability for:

## **MONTGOMERY FIELD BUSINESS**

### **Commercial General Liability**

Scottsdale Insurance Company/ Nationwide Insurance Group (A+15) will offer a quote as follows:

Coverage	Amount
General Aggregate	\$4,000,000
Products & Completed Operations	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Damage To Premises Rented To You	\$100,000
Medical Expense Limit	\$5,000 \$500
Directors & Officers Liability Per Claim	\$1,000,000
Directors & Officers Liability Aggregate	\$1,000,000
Employee Dishonesty	\$25,000

### **Building Coverage**

#	Property Address	Coverage
1	8855-8873 Balboa Ave San Diego, CA 92123	\$5,471,988
	Building Ordinance or Law Coverage	\$1,621,700
	Outdoors Signs	\$25,000
	Property Deductible	\$5,000

### **Business Income - Includes Rents**

#	Property Address	Coverage
1	8855-8873 Balboa Ave San Diego, CA 92123	750,000
	Additional Insured, Mortgage and Loss Payee	Included

### **Payment Plan:**

**Total Annual Premium \$ 30,096**

**Initial Payment of: \$9,975**

**10 Monthly Installments of: \$2,214**



Please feel free to contact me with any questions. Your business is greatly appreciated!



# COMMERCIAL INSURANCE APPLICATION APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)  
08/28/2017

AGENCY Strong Tie Insurance Services Inc 8135 Florence Ave Ste 201 Downey, CA 90240		CARRIER <Prospect>	NAIC CODE:	UNDERWRITER	UNDERWRITER OFF.
PHONE (A/C No. Ext): 800-924-7070 FAX (A/C No.): 323 771-5111 E-MAIL ADDRESS: lperez@strongtieinsurance.com		POLICIES OR PROGRAM REQUESTED		POLICY NUMBER	
CODE: SUB CODE:		INDICATE SECTIONS ATTACHED		EQUIPMENT FLOATER	GARAGE AND DEALERS
AGENCY CUSTOMER ID: 00188953		<input checked="" type="checkbox"/> PROPERTY		INSTALLATION/BUILDERS RISK	VEHICLE SCHEDULE
		<input type="checkbox"/> GLASS AND SIGN		ELECTRONIC DATA PROC	BOILER & MACHINERY
		<input type="checkbox"/> ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		COMMERCIAL GENERAL LIABILITY	WORKERS COMPENSATION
		<input type="checkbox"/> CRIME/MISCELLANEOUS CRIME		BUSINESS AUTO	UMBRELLA
		<input type="checkbox"/> TRANSPORTATION/ MOTOR TRUCK CARGO		TRUCKERS/MOTOR CARRIER	

STATUS OF TRANSACTION		PACKAGE POLICY INFORMATION			
<input type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	<input type="checkbox"/> RENEW	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.		
BOUND (Give Date and/or Attach Copy):			PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN
<input type="checkbox"/> CHANGE	DATE	TIME	08/25/2017	08/25/2018	<input checked="" type="checkbox"/> DIRECT BILL
<input type="checkbox"/> CANCEL					AGENCY BILL

APPLICANT INFORMATION		NAME (First Named Insured & Other Named Insureds)		FEIN OR SOC SEC # (of First Named Insured):	MAILING ADDRESS INCL ZIP+4 (of First Named Insured)
MONTGOMERY FIELD BUSINESS					8855 BALBOA AVE SAN DIEGO, CA 92123
E-MAIL ADDRESS(ES):		INDIVIDUAL		CORPORATION	SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG
		CORPORATION		LLC	OR BUREAU NAME
		PARTNERSHIP		JOINT VENTURE	NO. OF MEMBERS AND MANAGERS <input checked="" type="checkbox"/>
		INSPECTION CONTACT		ASSOCIATION	ACCOUNTING RECORDS CONTACT
PHONE (A/C No. Ext):		E-MAIL ADDRESS:		PHONE (A/C No. Ext):	E-MAIL ADDRESS:

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	PART OCCUPIED
1	1	8855-8873 BALBOA AVE SAN DIEGO, CA 92123	<input checked="" type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	OWNER TENANT	1973			100%
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	OWNER TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)  
**REAL STATE HOA ASSOCIATION : 40 UNIT OFFICE CONDO'S & 2 LEGAL MARIJUANA RETAIL DISPENSARY NO GROWING AND THEY HAVE THEIR OWNED INSURANCE IN PLACE**

GENERAL INFORMATION		YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?			<input checked="" type="checkbox"/>	7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		<input checked="" type="checkbox"/>
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?			<input checked="" type="checkbox"/>	8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment.)		<input checked="" type="checkbox"/>
2. IS A FORMAL SAFETY PRDGRAM IN OPERATION?			<input checked="" type="checkbox"/>	9. ANY UNCORRECTED FIRE CODE VIOLATION?		<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?			<input checked="" type="checkbox"/>	10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 6 YEARS?		<input checked="" type="checkbox"/>
4. ANY CATASTROPHE EXPOSURE?			<input checked="" type="checkbox"/>	11. HAS BUSINESS BEEN PLACED IN A TRUST? IF YES, NAME OF TRUST:		<input checked="" type="checkbox"/>
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?			<input checked="" type="checkbox"/>			
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE P3 OR 3 YEARS? (Not applicable in MO)			<input checked="" type="checkbox"/>			

REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN and VA, Insurance benefits may also be denied)

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE CERTIFIES THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

APPLICANT'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
-----------------------	------	----------------------	--------------------------



**PRIOR CARRIER INFORMATION**

LINE	CATEGORY												
GENERAL LIABILITY	CARRIER												
	POLICY NUMBER												
	POLICY TYPE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE	CLAIMS MADE	OCCURRENCE
	RETRO DATE												
	EFF-EXP DATE	08/25/2017											
	GENERAL AGGREGATE												
	PRODUCTS COMP OP AGGREGATE												
	PERSONAL & ADV INJ	NO											
	EACH OCCURRENCE												
	FIRE DAMAGE												
	MEDICAL EXPENSE												
	BODILY INJURY OCCURRENCE												
	BODILY INJURY AGGREGATE												
	PROPERTY OCCURRENCE												
	PROPERTY DAMAGE AGGREGATE												
COMBINED SINGLE LIMIT													
MODIFICATION FACTOR													
TOTAL PREMIUM	0.00												
AUTOMOBILITY	CARRIER												
	POLICY NUMBER												
	POLICY TYPE												
	EFF-EXP DATE												
	COMBINED SINGLE LIMIT												
	BODILY INJURY EA PERSON												
	BODILY INJURY EA ACCIDENT												
	PROPERTY DAMAGE												
	MODIFICATION FACTOR												
	TOTAL PREMIUM												
PROPERTY	CARRIER												
	POLICY NUMBER												
	POLICY TYPE												
	EFF-EXP DATE												
	BUILDING AMT												
	PERS PROP AMT												
	MODIFICATION FACTOR												
TOTAL PREMIUM													
	CARRIER												
	POLICY NUMBER												
	POLICY TYPE												
	EFF-EXP DATE												
	LIMIT												
	MODIFICATION FACTOR												
TOTAL PREMIUM													

**LOSS HISTORY**  
 ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)

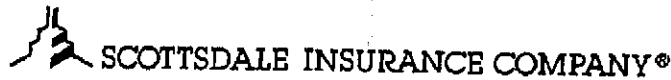
DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS
						OPEN
						CLOSED
						OPEN
						CLOSED

REMARKS: NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY

ATTACHMENTS: STATE SUPPLEMENT(S) (if applicable)

COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)

NOTICE OF INSURANCE INFORMATION PRACTICES: PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.



Scottsdale Indemnity Company

**SCOTTSDALE**

SURPLUS LINES INSURANCE COMPANY

## POLICYHOLDER DISCLOSURE

### NOTICE OF TERRORISM INSURANCE COVERAGE

#### TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

#### CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:**

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

**NOTE:** In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$_____.
<input checked="" type="checkbox"/>	I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input checked="" type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Named Insured/Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number, if available

\_\_\_\_\_  
Date



## Why you need Community Association Director and Officer Professional Liability Insurance

### WHY YOU NEED THE COVERAGE?

- ▶ As a member of the board of your community association, your personal assets are vulnerable based on your decisions and actions enforcing the governing documents, even long after you have left the board
- ▶ Over 60% of the claims against the board of a community association are related to non-monetary issues and can generate six figure defense costs and persist over many years
- ▶ Community Associations have an annual budget that is often less than the average cost to defend a claim closed by litigation – often beyond the ability of the board to assess members to cover!

### WHAT COVERAGE ARE WE OFFERING?

COVERAGE FEATURES	OUR GROUP	COMPETITORS' POLICY
No exclusion for failure to maintain Insurance claims (where available)	✓	?
Defense for Breach of Contract Claims	✓	?
Defense costs for non-monetary claims	✓	?
Defense outside the Limit of Liability – The cost to defend any covered litigation will not reduce your limit of liability	✓	?
Lifetime Occurrence Reporting Provision – Unlimited reporting extension for former directors and officers who are not on the board when coverage is cancelled or not renewed	✓	?
Third Party Discrimination and Third Party Harassment coverage (available for most classes)	✓	?
Employment Practices Liability Included for no additional premium for 10 employees or less	✓	?
Automatic coverage for the Property Management Company as an insured	✓	?
Business Resource Center – free HR hotline with unlimited number of calls and no time limits plus discounted HR services such as background checks and online HR training modules	✓	?

### IF YOU HAVE ELECTED NOT TO PURCHASE COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY INSURANCE, PLEASE READ AND SIGN BELOW.

1. We acknowledge that our agent has fully explained the potential directors and officers liability risks associated with the operation of our organization.
2. We understand that we have the option of purchasing Community Association Liability Insurance that can protect our organization against the potential for significant monetary loss, including, but not limited to, cost of defense against such claims. We further acknowledge that our agent has recommended that we purchase the coverage and has provided us with one or more quotes for same.
3. We understand that by electing not to purchase such insurance, we are foregoing valuable protection which means our organization will be responsible for paying the cost of defending and settling any and all directors and officers liability claim(s) made against us.

Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature  \_\_\_\_\_

This document does not amend, extend or alter the coverage afforded by the Policy. For a complete understanding of any insurance you purchase, you must first read your Policy, Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.

CAP POS with Insured Acknowledgement 10/13

concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Tennessee and Virginia Fraud Statement:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.


**Vermont Fraud Statement:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be subject to fines and confinement in prison.

**Fraud Statement (All Other States):** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

If your state requires that we have information regarding your authorized retail agent or broker, please provide below.

Retail agency name: \_\_\_\_\_ License #: \_\_\_\_\_  
Main agency phone number: \_\_\_\_\_  
Agency mailing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The signer of this application acknowledges and understands that the information provided in this Application is material to the insurer's decision to provide the requested insurance and is relied on by the insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the insurer immediately in writing. The insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the insurer's underwriting guides. The insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the insurer and shall not estop the insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Officer of the Board or Property Manager

**STRONG TIE INSURANCE SERVICES, INC.**

License No. 0D87939

8135 Florence Ave., Suite 201

Downey, California 90240

Tel: (323) 771-1100 - Fax: (323) 560-8823

Website: www.StrongTieInsurance.com



CID: 00188953

**BROKER'S AGREEMENT**

**APPOINTMENT OF INSURANCE BROKER AND AGREEMENT TO PAY BROKER FEE**

As of this 05 day of September, 2017, the undersigned (Client) appoints Strong Tie Insurance Services, Inc. (Broker) as his/her insurance broker of record. This Agreement shall continue in full until terminated by either party. Broker agrees to represent Client honestly and competently in obtaining and servicing the desired insurance coverage, as may be available, and Client agrees to act in good faith with Broker and provide Broker with full disclosure of all information and documentation necessary to allow Broker to procure and insurance policy.

Client agrees to pay Broker a broker fee for Broker's services. The broker fee is \$ 2,000 (Initials \_\_\_\_\_). The broker fee is IS NOT REFUNDABLE (circle one), irrespective of whether the policy is cancelled or rejected by Client of insurer. The broker fee is in addition to: (i) any commissions, contingent commissions, or bonuses, which may be paid to Broker by the insurer and (ii) the Additional Services, listed below. Client authorizes Broker to cancel insurance if premiums or fees remain unpaid to Broker. Client authorizes Broker to maintain premium payments in interest-bearing trust accounts and to receive any interest-income there from until paid to the insurer.

Additional Services: Broker may charge the following fees for the following services in addition to the broker fee:

**Services Fees:**

Endorsement:

Adding Units: \$50.00

Add Driver/ MVR Fees: \$10.00

Filing: Contingent based on your Ins carrier

Credit Card Fee: 3%

Stamp Fee \$4.95

**OFFICE DOES NOT ACCEPT MONTHLY PAYMENT (NO EXCEPTION)**

**MISCELLANEOUS PROVISIONS**

Broker will only honor cancellation requests and changes to the policy made in writing and signed by the Client. For convenience, Broker may provide client with insurance identification cards upon completion of the application process. Client acknowledges and understands that insurance coverage is not provided until the application is underwritten and accepted by the insurance company. Accordingly, the identification cards cannot be used as proof of insurance by the Client until the insurance company has bound and issued coverage as evidenced by a declaration page and/or policy. Client understands that a "binder" number is not evidence of insurance until the declaration page is issued. Any controversy or dispute between the parties arising out of or with respect to this agreement shall be adjudicated by binding arbitration before a single, neutral arbitrator who shall be a retired superior court judge mutually acceptable to the parties. The arbitrator shall be selected in accordance with rules adopted by ADR and in effect at the time of the dispute. Discovery shall be allowed pursuant to the rules of ADR. No appeal shall lie from the arbitration award rendered by the arbitrator, and the award may be confirmed as a judgment in any Court of competent jurisdiction. This agreement shall be construed and controlled by the laws of the State of California, and the parties' further consent to jurisdiction by the state and federal courts sitting in the State of California, County of Los Angeles. In any action to enforce this agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs.

I agree to the conditions set forth above and acknowledge receipt of a copy of this Agreement. I understand that upon signing this document, the broker fee will be fully earned by the Broker and will be non-refundable even if the policy is cancelled.

"I have read and understand the above." (\_\_\_\_\_) Initials

Insured Signature: \_\_\_\_\_

Date: 09/05/2017

Insured's Name: MONTGOMERY FIELD BUSINESS

SSN: \_\_\_\_\_

Last Name First Name M.I.

Date: 09/05/2017

Broker's Signature

Strong Tie Insurance Services, Inc.

If you have any questions or complaints please call our Customer Service number at (800) 924-7070.

In any case of questions/problems concerning broker fees or insurance, contact the Department of Insurance at 1-800-927-HELP

STRONG TIE INSURANCE SERVICES, INC.  
License No. 0D87939  
8135 Florence Ave., Suite 201  
Downey, California 90240  
Tel: (323) 771-1100 - Fax: (323) 560-8823  
Website: www.StrongTieInsurance.com



CID: 00188953

CUSTOMER ADDRESS/PAYMENT DISCLOSURE FORM

Applicant's Name: MONTGOMERY FIELD BUSINESS

Applicant's Mailing Address: *(Note: The Insurance Company will send your policy to this address)*

Street Address: p.o box 602090c/o Aps # 018 Apt No. \_\_\_\_\_

City: San Diego State: CA, Zip: 92160

**PAYMENT DISCLOSURE**

Insurance premiums must be paid when due.


To keep your policy in force, you must pay the Insurance Company the premium when due. If you fail to send your payment to the Insurance Company when due, your insurance coverage may be cancelled and your down payment will not be refunded. If your coverage is cancelled, a new down payment will be required in order to replace the cancelled coverage.

**Please Note:**

I UNDERSTAND THAT, EVEN IF I DO **NOT** RECEIVE A BILL, IT IS STILL MY RESPONSIBILITY TO PAY THE PREMIUMS WHEN DUE TO THE INSURANCE COMPANY. IF I DO **NOT RECEIVE A BILL**, I **MUST** NOTIFY STRONG TIE INSURANCE SERVICES OR THE INSURANCE COMPANY IMMEDIATELY.

I agree to cooperate and be truthful with Strong Tie Insurance Services, keep them informed of any major developments that may affect my insurance or their ability to act as my insurance broker including, but not limited to, informing them of my current mailing address at all times.

I certify that I have provided the above information regarding my address and the driving records for all drivers. I have reviewed this information and it is current to the best of my knowledge.

Applicant's Signature:  Date: 09/05/2017

**NOTICE:**

- 1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF**



**APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**

**7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**

**8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

**Date:** \_\_\_\_\_

**Insured:**  \_\_\_\_\_

**D-1 (Effective January 1, 2017)**

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

1 Gina M. Austin (SBN 246833)  
E-mail: *gaustin@austinlegalgroup.com*  
2 Tamara M. Leetham (SBN 234419)  
E-mail: *tamara@austinlegalgroup.com*  
3 AUSTIN LEGAL GROUP, APC  
3990 Old Town Ave, Ste A-112  
4 San Diego, CA 92110  
Phone: (619) 924-9600  
5 Facsimile: (619) 881-0045

6 Attorneys for Defendants  
San Diego United Holdings Group, LLC, Ninus Malan  
7 And Balboa Ave Cooperative

F I L E D  
Clerk of the Superior Court

SEP 06 2017

By: S. Klais-Trent, Deputy

17 SEP 6 PM 2:53

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  
RAZUKI, an individual; and DOES 1  
20 through 25, inclusive;

21 Defendants.  
22

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

Assigned to Judge: Honorable Ronald L. Styn

**DEFENDANTS BALBOA AVE  
COOPERATIVE, SAN DIEGO UNITED  
HOLDINGS GROUP, LLC, AND NINUS  
MALAN'S NOTICE REGARDING INTENT  
TO PRESENT ORAL TESTIMONY AT  
CONTINUED HEARING ON PLAINTIFF'S  
MOTION FOR PRELIMINARY  
INJUNCTION**

[IMAGED FILE]

DATE: September 8, 2017

TIME: 11:00 a.m.

DEPT: C-62

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

PLEASE TAKE NOTICE that defendants San Diego United Holdings Group, LLC, Balboa Ave Cooperative, and Ninus Malan ("Defendants") intend to seek the Court's permission to present oral testimony from Louie Avila from Strong Tie Insurance and Arthur Hopkins from Michael Abdou Insurance Agency, Inc., for the continued preliminary injunction hearing on September 8, 2017 at 11:00 a.m., before the Honorable Ronald L. Styn in Department C-61 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101.

Defendants make this request pursuant to California Rules of Court, Rule 3.1306 to propose oral testimonial evidence from both Messrs. Avila and Hopkins regarding (i) Plaintiff's ability to bind an insurance policy given its current circumstances; (ii) reasons beyond Balboa Ave Cooperative's presence that have caused, and will continue to cause, insurability issues; and (iii) Plaintiff's inability to procure insurance with its current insurer even if Balboa Ave Cooperative is forced to cease operations.

Defendants' time estimate for the continued preliminary injunction hearing is 20 to 30 minutes.

DATED: September 6, 2017

AUSTIN LEGAL GROUP, APC

By: *Tamara M. Leetham*  
Gina M. Austin/Tamara M. Leetham  
Attorneys for Defendants San Diego United Holdings Group, LLC, Balboa Ave Cooperative, and Ninus Malan

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

1 Gina M. Austin (SBN 246833)  
E-mail: gaustin@austinlegalgroup.com  
2 Tamara M. Leetham (SBN 234419)  
E-mail: tamara@austinlegalgroup.com  
3 AUSTIN LEGAL GROUP, APC  
3990 Old Town Ave, Ste A-112  
4 San Diego, CA 92110  
Phone: (619) 924-9600  
5 Facsimile: (619) 881-0045

6 Attorneys for defendants  
7 San Diego United Holdings Group, LLC, Ninus Malan  
And Balboa Ave Cooperative

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO, CENTRAL DIVISION**

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

**PROOF OF SERVICE**

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

13 Plaintiff,

14 v.

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

21 Defendants.

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F I L E D

Clerk of the Superior Court

SEP 06 2017

By: S. Klais-Trent, Deputy

'17 SEP 6 PM 2:52



Montgomery Field Business Condominiums Association v. Balboa Ave Coop. et al.

Case No. 37-2017-00019384-CU-CO-CTL

**PROOF OF SERVICE**

(Code Civ. Proc., §§ 1013a, 2015)

I, Tamara Ratliffe, declare that I am over the age of 18 years and am not a party to the case; I am employed in San Diego County, California, where the service occurs; and my business address is Austin Legal Group, APC, 3990 Old Town Ave, Ste A-112, San Diego, California, 92110. On September 6, 2017, I served the following on the interested parties in this action as stated below:

**DEFENDANTS BALBOA AVE COOPERATIVE, SAN DIEGO UNITED HOLDINGS GROUP, LLC, AND NINUS MALAN'S OBJECTION AND SUPPLEMENTAL BRIEF FOR PRELIMINARY INJUNCTION HEARING**

**NOTICE OF REQUEST TO PRESENT ORAL TESTIMONY AT PRELIMINARY INJUNCTION HEARING**

**SUPPLEMENTAL DECLARATION OF GINA M. AUSTIN IN SUPPORT OF DEFENDANTS BALBOA AVE COOPERATIVE, SAN DIEGO UNITED HOLDINGS GROUP, LLC, AND NINUS MALAN'S OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

**SUPPLEMENTAL DECLARATION OF NINUS MALAN IN SUPPORT OF DEFENDANTS BALBOA AVE COOPERATIVE, SAN DIEGO UNITED HOLDINGS GROUP, LLC, AND NINUS MALAN'S OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

**DECLARATION OF LOUIE AVILA IN SUPPORT OF DEFENDANTS BALBOA AVE COOPERATIVE AND SAN DIEGO UNITED HOLDINGS GROUP, LLC'S AND NINUS MALAN'S OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

**DECLARATION OF SALAM RAZUKI IN SUPPORT OF DEFENDANTS BALBOA AVE COOPERATIVE, SAN DIEGO UNITED HOLDINGS GROUP, LLC, AND NINUS MALAN'S OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

**VIA E-SERVICE – ONE LEGAL ATTORNEY SERVICE TO THE FOLLOWING:**

I caused such document(s) to be served on the following person via email through One Legal.

**BY ELECTRONIC MAIL:** pursuant to agreement of the parties  
See attached service list

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 6, 2017, at San Diego, California.

  
\_\_\_\_\_  
Tamara Ratliffe

1 Montgomery Field Business Condominiums Association v. Balboa Ave Coop. et al.

2 Case No. 37-2017-00019384-CU-CO-CTL

3 PROOF OF SERVICE

4 (Code Civ. Proc., §§ 1013a, 2015)

5 SERVICE LIST

6 Rian W. Jones *Attorneys for Plaintiff*

7 Mandy D. Hexom

8 EPSTEN GRINNELL &

9 HOWELL APC

10 10200 Willow Creek Road

11 Suite 100

12 San Diego, CA 92131

13 Phone: (858) 527-0111

14 Fax: (858) 527-1531

15 Rian W. Jones:

16 rjones@epsten.com

17 Mandy D. Hexom:

18 mhexom@epsten.com

19 Douglas Jaffe

20 Law Offices of Douglas Jaffe

21 501 W. Broadway, Ste. 800

22 San Diego, CA 92101

23 Phone: (619) 400-4945

24 Fax: (619) 400-4947

25 douglasjaffe@aol.com

*Attorney for Defendant Razuki Investments,  
LLC and Salam Razuki*