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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/26/2017 at 12:39:00 PM
Clerk of the Superior Court
By E- Filing, Deputy Clerk

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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 the Honorable Ronald L. Styn

DECLARATION OF GINA M. AUSTIN

[IMAGED FILE]

DATE: October 27, 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 have personal knowledge of the facts stated in this
27 declaration, except as to those facts stated upon information and belief, which facts I believe to be
28 true.

1 2. Late evening on October 17, 2017, I received an e-mail from Bobby Uppal that
2 contained proposed insurance information.

3 3. On October 18, 2017, my office e-mailed this information to Plaintiff's attorneys,
4 Mandy Hexom and Rian Jones. That day, and multiple times thereafter, our office informed Ms.
5 Hexom that Mr. Uppal would not be available after the evening of October 24, 2017 and we
6 would like to meet and confer with the Association and its insurance salesman, Arthur Hopkins,
7 prior to this time.

8 4. On October 24, 2017, Ms. Hexom provided our office with draft objections to the
9 insurance policy proposed by the Defendants and analyzed in Exhibit A to the supplemental
10 declaration of Bobby Uppal. My understanding is that these objections did not include
11 observations made by the Association's insurance salesman Arthur Hopkins. Our office turned
12 Plaintiff's original draft objections produced into what is not marked as Exhibit "A" to the
13 declaration of Mr. Bobby Uppal.

14 5. On October 25, 2017, Ms. Hexom provided a table that combined the original
15 objections (provided on October 24, 2017) with a few additional objections. Our office turned the
16 October 25 2017 objections into Exhibit "A" to this declaration. All text within Exhibit A to this
17 declaration that is double underlined is new text. Text that was removed is stricken. The new
18 questions that Mr. Uppal has not been able to review are highlighted in yellow.

19 6. Exhibit A to this declaration is an effort by this office to provide the court with a
20 comprehensive document of all of the objections by Plaintiff, including the objections that have
21 not been responded to by Mr. Uppal due to timing.

22 7. Exhibit B to this declaration is a true and correct copy of an e-mail between
23 Douglas Jaffe (attorney for defendants Salam Razuki and Razuki Investments) and the attorney
24 for Arthur Hopkins/Abdou Insurance Agency.

25 ///

26 ///

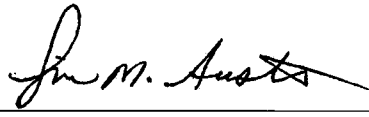
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8. Exhibit C to this declaration is a true and correct copy of an e-mail between Rian Jones and Arthur Hopkins.

I declare under penalty of perjury under California state law that the foregoing is true and correct. Executed in San Diego, California, on October 26, 2017.



Gina M. Austin

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

Exhibit A

Exhibit A

<p>Generally</p> <p>Association's Comment</p>	<p>Defendants' Response</p>
<p>1. The proposed policy premiums, including the D&O and Commercial package is \$43,271.16. The current premiums for the Farmer package policy for both D&O and liability and property is \$12,951.00. The proposed policies would increase the yearly premiums by \$30,320.16. This is unaffordable for the Association.</p>	<p>Defendants have repeatedly stated to the Association and its counsel that they would be willing to pay for the increased premiums. More recently, Defendants have offered to cover the entire premium creating an added benefit to the Association.</p>
<p>2. The Association has not received the application submitted on its behalf for the D&O proposed policy through AmTrust (via Euclid) despite requesting this application from counsel for Defendants multiple times.</p>	<p>Defendants have explained to Plaintiff's counsel that a new application was not created due to the fact that Plaintiff has not provided a complete application. Rather, the quotes have been based on the application discussed in Court on October 12, 2017. Additional insurance riders have been created based upon the original application to address Plaintiff's concerns.</p>
<p>3. The Association has not approved or accepted the proposed policies. Only the Association has the authority to accept and obtain insurance quotes for coverage. (Corp. Code § 7210; CC&Rs, Art. VIII. Secs. 1, 6.)</p>	<p>Defendants are aware of the Association's authority. The proposed quotes have been obtained in an effort to provide the Association with viable alternatives to its current coverage should that coverage terminate.</p>
<p>4. The Association requires full disclosure of all information and applications that are being submitted on its behalf by brokers and agents related to these proposed policies and it believes that the brokers or agents or the defendants are not providing all applications and quotes related to these two proposed policies.</p>	<p>Defendants and its agents have provided all information, applications, and quotes to Plaintiff in an effort to meet and confer and obtain a resolution. All information was sent to Ms. Hexom via email on October 18, 2017.</p>
<p>5. The Association's CC&Rs do not allow for owners to pay for deductibles. (CC&Rs at Art. VIII.) <u>The current deductible on the Farmers policy is \$1,000 for the D&O claims against the directors or officers of the Association or any claims related to any wrongdoing against the Association or agent of the Association for indemnity or defense.</u></p>	<p>This is an inaccurate statement. There is no provision in Art. VIII that prohibits owners from paying for deductibles.</p>
<p>6. The CC&Rs require waivers at Section 9 of Article VIII. It is unclear at this time whether the waivers provided in that section are included in the proposed policies. The Association has not yet had time to analyze this issue.</p>	<p>Blanket waivers can be added before the policy is bound. Each waiver or endorsement requested can be added once the</p>

Exhibit A

Association's Comment	Defendants' Response
<p><input type="checkbox"/> Waiver of subrogation is required. (CC&Rs at Art. VIII, Sec. 9(a).)</p> <p><input type="checkbox"/> Waiver of defense based on co-insurance is required. (CC&Rs at Art. VIII, Sec. 9(b).)</p> <p><input type="checkbox"/> Waiver of right of set-off, counterclaim, apportionment, proration or contribution by reason for other insurance not carried by the Association. (CC&Rs at Art. VIII, Sec. 9(c).)</p> <p><input type="checkbox"/> Waiver of "[a]ny invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, omission of any named insured, or the respective agents, contractors and employees of any insured." (CC&Rs at Art. VIII, Sec. 9(d).)</p> <p><input type="checkbox"/> Waiver of [a]ny right of the insurer to repair, rebuild or replace, and, in the event the building is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the improvements insured or the fair market value thereof." (CC&Rs at Art. VIII, Sec. 9(e).)</p> <p><input type="checkbox"/> Waiver of "[n]otice of the assignment of any Owner of its interest in the insurance by virtue of a conveyance of any Unit." (CC&Rs at Art. VIII, Sec. 9(f).)</p> <p><input type="checkbox"/> Waiver of "[a]ny right to require any assignment of any mortgage to the insurer." CC&Rs at Art. VIII, Sec. 9(g).</p>	<p>Policy is bound.</p>
<p>7. Only the Association has the authority to obtain insurance on its behalf. Michael Abdou Insurance Agency is the only authorized insurance broker and/or agent to obtain insurance policies or quotes on behalf of the Association.</p>	<p>Defendants are aware of the Association's authority. The proposed quotes have been obtained in an effort to provide the Association with viable alternatives to its current coverage.</p>
<p>8. Maintaining the correct types and amounts of insurance is very important. It can affect statutory immunity that is afforded volunteer board members of an association. (C.C. § 6840; Corp. Code § 7237.)</p>	<p>Defendants do not dispute this fact. For this reason Defendants have attempted to obtain insurance quotes that meet the needs of the Association.</p>
<p>9. The Defendants do not have standing to pursue new insurance policies for the Association nor do the Defendants have standing to force the Association to replace its insurance policies.</p>	<p>Defendants are aware of the Association's authority. The proposed quotes have been obtained in an effort to provide the Association with viable alternatives to its current coverage.</p>
<p>10. A policy application serves to help interpret the insurance policy. The insurance application may be used for this purpose when the policy is ambiguous. (See <i>Bluehawk v. Continental Ins. Co.</i>, 50 Cal.App. 4th 1126,</p>	<p>Defendants are aware of the purpose of an application. The proposed quotes have been obtained in an effort to provide the Association with viable alternatives to its current coverage.</p>

Exhibit A

Association's Comment	Defendants' Response
<p>1131-1132.)</p> <p>11. An application for insurance is a proposal. The proposal is not a completed contract until it is accepted by the insurer in the same terms in which the offer is made. If the acceptance modifies or alters any of the terms of the proposal, it must then in turn be accepted by the applicant to be effective as a contract. (<i>Rios v. Scottsdale Ins. Co.</i> (2004) 119 Cal.App.4th 1020, 1029.) There is no insurance policy that is in place for the Association despite the argument by Defendants.</p>	<p>This issue is not in dispute. The only reason there is not a complete contract is because the Association has refused to grant consent.</p>
<p>12. Pending approval of the application by the insurer, the insurance company may issue a "binder" also called "temporary" or "preliminary" insurance. This may take the form of a "binding receipt," a premium receipt, a "cover note," a "memoranda," or an oral statement from the insurer that the applicant is covered. The insurer has an affirmative duty to show either that the insured has read and understood a conditional receipt clause or that the clause was read and explained to the insured by the agent. (<i>State Farm Mut. Auto. Ins. Co. v. Khoe</i> (9th Cir. 1989) 884 F.2d 401, 408.) The Association has not received any of this information from Defendants or the insurers Defendants contacted. Counsel for Defendants represented that someone from Century Insurance Group was going to be present on the conference call on October 11, 2017, but only the Defendants' insurance broker was on the phone, Bobby Uppal.</p>	<p>This comment is vague, ambiguous and confusing. The Association has argued above that no one other than the Association is able to bind and insurance policy. Defendants have no ability to create a binding insurance policy and it unclear what relief or changes the Association is seeking from this comment.</p>
<p>13. As a matter of law, if an insurance application is prepared by an insurance broker, the application's contents are the insured's responsibility. Policy holders are liable for misrepresentations in a broker-prepared application. (<i>LA Sound USA, Inc. v. St. Paul Fire & Marine Ins. Co.</i> (2007) 156 Cal.App.4th 1259, 1268; <i>Superior Dispatch, Inc. v. Insurance Corp. of New York</i> (2010) 181 Cal.App.4th 175, 192.) The Association never authorized Defendant's brokers to submit application on its behalf and the applications that were submitted contained false and misleading information.</p>	<p>Plaintiff mischaracterizes Defendants' attempts to assist the Association in obtaining insurance. Defendants have submitted an application based upon the best information available to it. As the Association has refused to submit a formal application it is not possible to determine facts that are only known to the Association. As such, Defendants have not submitted additional modified applications but rather obtained additional endorsements and/or statements from underwriters of ability to insure for each of the changes to the application the Association has identified or requested.</p>
<p>14. <u>The Association CC&Rs provides that "the Association shall...maintain such policy or policies of insurance as the Association determines is in the</u></p>	<p><u>Defendant does not disagree. However, the Association has a fiduciary duty to look at all available options especially if there is a</u></p>

Exhibit A

<p>Association's Comment <u>best interest of the Association and its members." (CC&Rs at Art. IV, Sec. 2(b).)</u></p>	<p>Defendants' Response <u>likelihood cancellation.</u></p>
<p><u>15 "No Unit... shall be occupied or used for any purpose or in any manner which shall cause such improvements to be uninsurable against loss... or cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse the renewal thereof, or cause the premium for such insurance to be increased." (CC&Rs, Art. VI, Sec. 12.)</u></p>	<p><u>The Association is choosing to selectively enforce this provision. There are several Units that are currently being used in a way that would cause the insurance to be cancelled.</u></p> <p><u>This argument is not ripe as the insurance has not been cancelled.</u></p>
<p>Proposed Century Watermark Policy – Liability and Property Policy</p> <p>1. The application submitted on behalf of the Association for this proposed policy is not accurate and has not been corrected. No other applications have been submitted by Defendants. See Art Hopkins comments on the ACCORD Application 140 that were previously submitted to counsel for Defendants.</p>	<p>Plaintiff mischaracterizes Defendants' attempts to assist the Association in obtaining insurance. Defendants have submitted an application based upon the best information available to it. As the Association has refused to submit a formal application it is not possible to determine facts that are only known to the Association. As such, Defendants have not submitted additional modified applications but rather obtained additional endorsements and/or statements from underwriters of ability to insure for each of the changes to the application the Association has identified or requested.</p>
<p>2. The proposed policy is subpar to the Association's current policy. The current policy is with an A-rated admitted carrier within the State of California. This proposed policy is with a nonadmitted or surplus line insurer and is not subject to the financial solvency regulations and enforcement that apply to California Licensed insurers.</p>	<p>Plaintiff's statement is inaccurate.</p> <p>Non-admitted carriers are held to a higher standard and are required to meet higher financial solvency standards. Insurance companies can be classified as admitted or non-admitted. The distinction resides in the insurer's way of doing business in a particular state. Regardless of admitted or non-admitted status, every insurance company including errors and omissions insurance companies must be licensed and approved in any given state(s) where it conducts business. Non-admitted insurers are able to operate with less state oversight and regulatory restrictions. Many of the best insurance companies in the world operate as non-admitted insurers. AIG, Zurich, Lloyds, and hundreds of other fine insurance companies are non-admitted carriers.</p> <p>Status as a non-admitted insurer does not mean sub-standard. Non-</p>

Exhibit A

Association's Comment	Defendants' Response
	<p>admitted carriers can often continue coverage in extreme circumstances where admitted carriers can't. Most professional liability (E&O) policies are written on a non-admitted basis.</p> <p>Neither admitted nor non-admitted status is an indication of stability or solvency. Many admitted insurers have failed in the past and some of those operating today are quite small. In contrast, many non-admitted carriers are members of the country's largest insurance companies and carry very high ratings from independent rating organizations like AM Best. Whether admitted or non-admitted, any carrier with an AM Best rating of "A" or better is financially strong. So, the key to picking the right insurer is really the financial strength and not whether the carrier is admitted or non-admitted.</p> <p>United Specialty Insurance Company GL -A Excellent Amtrust International Underwriters D&O - A Excellent</p> <p>Financial Size XV -(2Billion or Greater)</p>
<p>3. The location or property covered is listed as 8855 Balboa Ave, San Diego, CA 92123. However, the covered property should be all buildings listed as 8855-8873 Balboa Ave, San Diego, CA 92123. This could give rise to a denial of a claim based on only listing one building and not the other buildings within the Association. The Classification and Location Limitation Endorsement states, "coverage under this insurance is strictly limited to the classifications(s), code(s), and schedules locations(s) listed on the Commercial General Liability Coverage Declarations page and its endorsements and supplements." The proposed policy further provides, "No coverage is provided for locations which are not shown on the Commercial General Liability Coverage Declarations pages and its endorsements or supplements..."</p>	<p>The coverage proposed is for all buildings per confirmation with the underwriters. If the Association would allow the submittal of an application it could be tailored to address each of their issues/concerns.</p>
<p>4. The proposed policy has an "Insured versus Insured" exclusion and the current Farmers' policy does not. Given the current litigation, if Ninus Malan becomes an officer or board member of the Association and makes a claim against the Association, any such claims are excluded from this policy.</p>	<p>As discussed on the record at the October 12, 2017 hearing, the only D&O exclusion is for officers and directors that engage in cannabis activity.</p> <p>If Ninus Malan were to seek to be elected as an officer or director the Association members would be informed of this risk.</p>

EXHIBIT A

Exhibit A

Association's Comment	Defendants' Response
<p>5. Associated Professional Services should be named as an additional insured and is not. Otherwise, there will likely be no coverage for claims related to Associated Professional Services. The current Farmers policy names Associated Professional Services as an additional insured – designated person or organization.</p>	<p>This can be done at any time in the insurance process. The Defendants have no objection to naming Associated Professional Services as an additional insured.</p>
<p>6. There is no equipment breakdown coverage endorsement. However, the current Farmers policy includes an Equipment Breakdown Coverage Endorsement.</p>	<p>The Association has no equipment and thus this coverage is non-applicable. If the association wants Equipment Breakdown it can be added</p>
<p>7. Terrorism is excluded in the proposed policy. The current Farmers policy includes terrorism coverage. <u>Coverage is available but for an increased premiums on the proposed policy.</u></p>	<p>This is an inaccurate statement. Acts of terrorism are <u>not</u> excluded from this policy.</p>
<p>8. The proposed policy does not appear to include theft coverage which the current Farmers policy does include this coverage. CC&Rs provide special form coverage including theft. <u>The proposed policy is conditioned on further underwriting investigation.</u></p>	<p>This is an inaccurate statement. The proposed policy expressly includes theft coverage which is noted on the cover page of the proposed policy.</p>
<p>9. The proposed policy is conditioned on further underwriting investigation.</p>	<p>Comment noted. It is not possible to take any further action without approval from the Association.</p>
<p>Proposed AmTrust International Underwriters Limited D&O Policy</p>	
<p>1. No application provided to AmTrust. Need to review the application. If same application was submitted for the RSUI proposed policy then this needs to be confirmed, but it has not been confirmed. All brokers or agents that have requested quotes from AmTrust must provide any and all full applications for insurance sent to AmTrust for a D&O policy or any other policy to the Association e/o Mandy D. Hexom, counsel for the Association at mhexom@epsten.com. A false application was provided of Euclid and/or AmTrust for the proposed policy.</p>	<p>Ms. Hexom has been provided with all applications. There was not a separate application for the AmTrust D&O policy.</p> <p>The Application was forwarded to Ms. Hexom before the last hearing, it was upon review of the application that Ms. Hexom and Art Hopkins raised their initial objections to the proposal.</p> <p>The application is not false. All updated information received from Ms. Hexom has been communicated to underwriting.</p>

Exhibit A

Association's Comment	Defendants' Response
<p>2. No quote from AmTrust. There is nothing from AmTrust confirming that they are providing a quote for a D&O policy for the Association. Euclid provided a quote based on the problematic application that has false or misrepresented information.</p> <p>3. The wrong policy forms are being used for the D&O proposed policy from AmTrust. The Association is an office condominium not a for profit private corporation. Most of the terms and conditions of this policy are 100% inapplicable.</p>	<p>Defendants represent to this court that the proposed policy from AmTrust was a quote for a D&O policy for the Association. The application is not false. All updated information received from Ms. Hexom has been communicated to underwriting.</p> <p>It is written on Private Company Directors and Officers form – Claims made policy form is standard in any D&O/E&O Policy.</p>
<p>4. It appears there is a Property Association Rules and Regulations Exclusion. The current Farmers D&O policy does not have such an exclusion. The Association must have this for its directors and officers.</p>	<p>This exclusion is simply a lack of coverage for claims arising from tenants regarding the Association enforcing its own rules.</p> <p>The coverage afforded by this policy shall not apply to any claim based upon, arising out of or attributable to any setting of standards, specifications, dues, fees, assessments, bylaws, rules or regulations or the enforcement or collection of such, including but not limited to the enforcement of any rules regulations or standards governing the appearance, maintenance, use or occupancy of common or personal property –</p> <p>A D&O Policy is intended to cover officers from claims resulting from their errors or wrongful acts. An association rule/regulation should not create a claim on D&O since it is a written contract already signed by both parties and rules are agreed on upon someone choosing to operate a business in the complex.</p>
<p>5. It appears there is a Business Interference Exclusion. The current policy with Farmers does not have this exclusion. The Association must have this for its directors and officers.</p>	<p>This is covered under the proposed General Liability coverage. There is no need for duplicate coverage.</p>
<p>6. It appears there is a Broad Form Contract Exclusion. The Association's CC&Rs are a contract under the law. The Association must have this coverage for its directors and officers.</p>	<p>This is exclusion is for claims alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the Company or any other Insured under any express contract or agreement, including but not limited to the terms, conditions, representations or warranties made in any purchase or sale agreement.</p> <p>This Exclusion shall not apply to liability which would have</p>

Exhibit A

Association's Comment	Defendants' Response
<p>7. There appears to be an Absolute Bodily Injury/Property Exclusion in the proposed policy. I do not believe the current Farmers policy has this exclusion. The Association must have this coverage for its directors and officers.</p>	<p>attached in the absence of such express contract or agreement;</p> <p>This is covered under the proposed General Liability coverage. There is no need for duplicate coverage.</p>
<p>8. There appears to be a Specific Event Exclusion in the proposed policy. This would exclude "any portion of any claim alleging in whole or in part any wrongful act by the cannabis tenant." The Association's current Farmers policy does not have this exclusion. The Association must have this coverage for its directors and officers.</p>	<p>The current Farmers policy will not even cover a cannabis tenant. The tenant has his/her own insurance, therefore, it would not affect the D&O since the tenant/cannabis owner is not a member of the board/officers and carries his own insurance to absorb any claims relating to the cannabis business.</p>
<p>9. It appears that there is a deductible of \$50,000 for any and all claims under Coverage B (Company Reimbursement Coverage) and C (Company Coverage) pursuant to the under this proposed policy, which are any claims against the officers and directors and any claims for wrongful act against the Association including claims for defense and indemnity related to its agents such as its managing agent, APS. This is not affordable for the Association and the Association cannot charge the owners for increased deductibles based on its CC&Rs. (CC&Rs, Art. VIII, Sec. 10). It is unclear what types of claims or coverages apply to this \$50,000 deductible. Regardless, this is not affordable for the Association.</p>	<p>Plaintiff is incorrect. There is no deductible. The prior proposal with a different carrier had a deductible for certain claims under B & C of \$35,000. The deductible does not apply to this policy. Current Farmers policy does not have any coverage for B & C</p>
<p>10. The proposed policy will not cover any claims made against the Association or its directors or officers "arising out of, based upon or attributable to the circumstances alleged or the same Wrongful Act or Related Wrongful Act alleged or contained in any claims or demand which has been reported, or to any circumstances, Wrongful Act or Related Wrongful Act of which notice has been given, under any prior insurer's policy..." This means that if a claim is made against the Association or the officers of [sic] or directors of the Association when the proposed policy is in effect that is in any way related to the Avila restraining order claim, the marijuana dispensary lawsuit claims, there is zero coverage. The Association needs at least potential continual coverage related to the marijuana dispensary and the Defendants' claim that have been made or threatened against the Association and the officers and directors of the Association. Section III, B, C, D, E of the proposed policy are problematic for similar reasons.</p>	
<p>11. The proposed policy excluded "emotional distress, mental anguish... Loss</p>	

Exhibit A

Association's Comment	Defendants' Response
<p><u>of use or destruction of any tangible property" which is not excluded in the current Farmers' policy.</u></p>	
<p><u>12. The proposed policy excluded contractual liability. (Sec. III.O.#) Again, the current Farmers policy does not exclude contractual liability claims. The Association is bound by the governing documents and CC&Rs are considered contracts and are enforceable as equitable servitudes and interpreted using contract interpretation principles.</u></p>	
<p><u>13. The proposed policy excludes claim under Coverage C for injury resulting from libel, slander, etc which the current Farmers policy does not exclude. (Sec. III.O.5.)</u></p>	
<p><u>14. The proposed policy excludes claims seeking fines, penalties, or non-monetary relief against the Association. (Sec. III.O.7.) The current Farmers policy does not exclude such claims.</u></p>	
<p><u>15. Section III.P.1, Section III.P.2., Section V.I.A., and are [sic] problematic as well because they provide less coverage than the current Farmers policy.</u></p>	

Exhibit B

Leetham, Tamara

From: Douglas Jaffe <douglasjaffe@aol.com>
Sent: Monday, October 23, 2017 2:57 PM
To: Leetham, Tamara; Ninus Malan; Austin, Gina
Subject: Fwd: Montgomery Field Business Cond. Assoc. v. Balboa Ave Cooperative et al.

Douglas Jaffe, Esq.

Begin forwarded message:

From: Douglas Jaffe <douglasjaffe@aol.com>
Date: October 23, 2017 at 2:56:12 PM PDT
To: Sandy Lemoine <slemoine@pettitkohn.com>
Cc: Rada Feldman <rfeldman@PettitKohn.com>, Doug Pettit <dpettit@PettitKohn.com>, Kathleen Boyer <kboyer@PettitKohn.com>
Subject: Re: Montgomery Field Business Cond. Assoc. v. Balboa Ave Cooperative et al.

You called me last week and we discussed how critical it was for Defendants to take Arthur's deposition as noticed in his subpoena. I called you on Friday to further discuss this matter, but you failed to return my call on Friday. Instead you had objections served twenty minutes before the end of the business day on Friday before a Monday deposition.

Today you called me and said you had spoken with Ms Hexom and you would at some time you could not specify, be providing alternative dates for Arthur's deposition. You could not specify when you would be providing alternative dates and you had no alternative proposed dates. There was nothing for me to refuse since you provided nothing but objections.

The deposition of Arthur was held as noticed and his non-appearance taken. As a result, we believe he will be excluded as a witness by declaration and/or in person.

Douglas Jaffe, Esq.

On Oct 23, 2017, at 11:22 AM, Sandy Lemoine <slemoine@pettitkohn.com> wrote:

Dear Mr. Jaffe,

Attached please find correspondence from Rada Feldman. If you have any questions, please contact Ms. Feldman.

Thank you.

<image001.png>
11622 El Camino Real, Suite 300
San Diego, CA 92130

Sandy Lemoine
Legal Assistant to:
Lauren E. Bates, Esq.
Matthew C. Smith, Esq.

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Main (858) 755-8500
Fax (858) 755-8504
slemoine@pettitkohn.com

Register online for Pettit Kohn's
11th Annual Employment Law Symposium
November 16, 2017

<image002.png>

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<Jaffee re Hopkins depo - pdf.PDF>

From: Rian W. Jones [mailto:RJones@epsten.com]
Sent: Thursday, October 12, 2017 2:40 PM
To: Arthur Hopkins <arthur@abdouinsurance.com>
Subject: Montgomery Field

Art:

Be prepared to point out the problems with the latest and greatest insurance quote. Also, have you seen the attached?

Rian

Rian W. Jones
Senior Attorney at Law, Shareholder
10200 Willow Creek Road, Suite 100 | San Diego, CA 92131
Phone: (858) 527-0111 | Fax: (858) 527-1531 | www.epsten.com

Epsten Grinnell & Howell
Attorneys Serving Community Associations™

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Making Strides in San Diego 5k Breast Cancer Walk



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Exhibit C

From: Rian W. Jones [mailto:RJones@epsten.com]
Sent: Thursday, October 12, 2017 2:40 PM
To: Arthur Hopkins <arthur@abdouinsurance.com>
Subject: Montgomery Field

Art:

Be prepared to point out the problems with the latest and greatest insurance quote. Also, have you seen the attached?

Rian

Rian W. Jones
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