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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/05/2023 at 04:25:00 PM
Clerk of the Superior Court
By Malka Manneh, Deputy Clerk

7
8 Attorneys for Judgment Creditor and Third-Party Claimant
9 G10 Galuppo Law

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

11 **CENTRAL DIVISION**

12 SALAM RAZUKI, an individual,

13 Plaintiff,

14 vs.

15 NINUS MALAN, et al.

16 Defendants
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Case No.: 37-2018-00034229-CU-BC-CTL
Consolidated with case no.
37-2018-00039388-CU-BC-CTL

**Request for Judicial Notice RE: G10
Galuppo Law's Opposition to Plaintiff's
Ex Parte Application for Temporary
Restraining Order**

Date: July 6, 2023
Time: 8:30am
Judge: Hon. Eddie C. Sturgeon
Dept.: C-67

1 Judgment Creditors ask the court to take judicial notice of these documents which are official
2 records of the Superior Court of the State of California or the County of San Diego, as noted:

3 **Exhibit A:** Trustee deed signed by American Lending and Holdings, LLC dated February 19,
4 2019. Note that it evinces indebtedness under a \$20,000 promissory note in addition to “such further
5 sums” as may be borrowed from time to time, and “attorney’s fees in a reasonable sum, in any such
6 action ro proceeding” of foreclosure.”

7 **Exhibit B:** Trustee deed signed by American Lending and Holdings, LLC dated February 19,
8 2019. Note that it evinces indebtedness under a \$50,000 promissory note in addition to “such further
9 sums” as may be borrowed from time to time, and “attorney’s fees in a reasonable sum, in any such
10 action ro proceeding” of foreclosure.”

11 **Exhibit C:** Judgment entered July 20, 2022 by Judge Wohlfeil against Ninus Malan. This
12 judgment was modified later. See Exhibit D.

13 **Exhibit D:** Judge Wohlfeil’s order granting motion to add American Lending and Holdings,
14 LLC as an additional judgment debtor.

15 **Exhibit E:** This court’s April 14, 2023 order striking Judgment Creditors’ papers in this action
16 and reiterating that they are not parties – and thus this court lacks jurisdiction over them.

17 **Exhibit F:** This court’s August 16, 2018 order granting ex parte relief restraining a foreclosure
18 in this action and setting a hearing on a preliminary injunction.

19 **Exhibit G:** This court’s December 29, 2018 order denying Razuki’s preliminary injunction
20 against the foreclosure of the H Street property, finding that Razuki could not show probability of
21 success on the merits.

22 **Exhibit H:** Razuki’s lis pendens recorded against the H Street property. This lis pendens
23 already adequately protects whatever interest Razuki might have in the property.

24 **Exhibit I:** The notice of trustee’s sale for the July 10th sale, which does not actuallyk mention
25 G10 Galuppo Law or Louis A. Galuppo.

26 **Exhibit J:** The notice of default recorded February 16, 2023 for the \$20,000 note.

27 **Exhibit K:** The notice of default recorded February 16, 2023 for the \$50,000 note.

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Dated: July 5, 2023

G10 LAW

A Professional Law Corporation

DocuSigned by:
By: Daniel T. Watts
G1GFB33329754D2...
DANIEL WATTS
Attorneys for G10 Galuppo Law,
Louis A Galuppo

EXHIBIT A



Feb 19, 2019 08:00 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$113.00 (SB2 Atkins: \$75.00)

PAGES: 8

RECORDING REQUESTED BY:

First American Title Insurance Company

WHEN RECORDED MAIL TO:

G¹⁰ Galuppo Law
A Professional Law Corporation
2792 Gateway Rd., Suite 102
Carlsbad, CA 92009

Assessor's Parcel No.: 569-351-02

Space Above This Line for Recorder's Use

DEED OF TRUST

THIS DEED OF TRUST is entered into on this 1st day of February, 2019, by and among NINUS MALAN, Managing Member of AMERICAN LENDING AND HOLDINGS, LLC, a California Limited Liability Company ("**Trustor**") whose address is 5065 Logan Ave., Suite 101 San Diego, CA 92113; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), and to the Trust Account of G¹⁰ GALUPPO LAW, A Professional Law Corporation for the benefit and defense of Total Lender Solutions ("**Beneficiary**").

WITNESSETH: That Trustor hereby IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, for the benefit of the Beneficiary, all of Trustor's interest in and to that certain property consisting of Assessor's Parcel Number 569-351-02, which is more specifically described in the legal description attached as Exhibit "A" hereto (the "**Property**"). The Property is located at 136 H Street Chula Vista, California 91910.

FOR THE PURPOSE OF SECURING:

- (1) performance of each agreement of Trustor incorporated by reference or contained herein;
- (2) payment of the indebtedness evidenced by that certain promissory note of even date herewith and any extension or renewal thereof, in the original principal sum of Twenty Thousand Dollars (**\$20,000.00**) executed by Trustor in favor of Beneficiary; and
- (3) payment of such further sums as the then record owner of said Property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY AGREES: By the execution and delivery of this Deed of Trust and the promissory note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in San Diego County on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said Property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE
San Diego	Series 2 Book 1961	Page 183887

hereby are adopted and incorporated herein and made a part hereof as though fully set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the Property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address set forth above.

[signature page to follow]

ACCOMODATION
This Document delivered to Recorder
As an accomodation only at the
Express request of the parties hereto.
It has not been examined as to
its effect or validity

TRUSTOR:

AMERICAN LENDING AND HOLDINGS LLC,
A California Limited Liability Company

By: 

NINUS MALAN, Managing Member

[Acknowledgments follow]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On February 1 2019, before me, Jill Trost, Notary Public, personally appeared NINUS MALAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jill Trost
Notary Public, State of California

[SEAL]

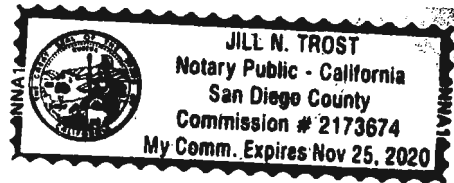


EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT A OF VISTA SAN MIGUEL, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.2702, FILED IN THE OFFICE ON THE COUNTY RECORDER OF SAN DIEGO COUNTY , SEPTEMBER 20, 1950.

APN: 569-351-02

DO NOT RECORD THE FOLLOWING PAGES

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Short Form Deed of Trust and Assignment of Rents and incorporated by reference in this instrument as being a part thereof as if set forth at length therein.

To Protect the Security of this Deed of Trust, Trustor Agrees:

(1) To keep the Property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violations of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary in an amount at least covering the full replacement cost of the property transferred and assigned by this instrument. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or, at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting

the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof; join in granting any easement thereon or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as herein defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting

hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) This Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the Loan Agreement secured hereby, whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

EXHIBIT B



Feb 19, 2019 08:00 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$113.00 (SB2 Atkins: \$75.00)

PAGES: 8

RECORDING REQUESTED BY:

First American Title Insurance Company

WHEN RECORDED MAIL TO:

G¹⁰ GALUPPO LAW

A Professional Law Corporation

2792 Gateway Rd., Suite 102

Carlsbad, CA 92009

Assessor's Parcel No.: 569-351-02

Space Above This Line for Recorder's Use

DEED OF TRUST

THIS DEED OF TRUST is entered into on this 1st day of February, 2019, by and among NINUS MALAN, Managing Member of AMERICAN LENDING AND HOLDINGS, LLC, a California Limited Liability Company ("**Trustor**") whose address is 5065 Logan Ave., Suite 101 San Diego, CA 92113; FIRST AMERICAN TITLE INSURANCE COMPANY ("**Trustee**"), and to G¹⁰ GALUPPO LAW, A Professional Law Corporation ("**Beneficiary**").

WITNESSETH: That Trustor hereby IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, for the benefit of the Beneficiary, all of Trustor's interest in and to that certain property consisting of Assessor's Parcel Number 569-351-02, which is more specifically described in the legal description attached as Exhibit "A" hereto (the "**Property**"). The Property is located at 136 H Street Chula Vista, California 91910.

FOR THE PURPOSE OF SECURING:

- (1) performance of each agreement of Trustor incorporated by reference or contained herein;
- (2) payment of the indebtedness evidenced by that certain promissory note of even date herewith and any extension or renewal thereof, in the original principal sum of Fifty Thousand Dollars (\$50,000.00) executed by Trustor in favor of Beneficiary; and
- (3) payment of such further sums as the then record owner of said Property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY AGREES: By the execution and delivery of this Deed of Trust and the promissory note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in San Diego County on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said Property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE
San Diego	Series 2 Book 1961	Page 183887

hereby are adopted and incorporated herein and made a part hereof as though fully set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property,

obligations, and parties in said provisions shall be construed to refer to the Property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address set forth above.

[Signature page to follow]

ACCOMODATION
This Document delivered to Recorder
As an accomodation only at the
Express request of the parties hereito.
It has not been examined as to
Its effect or validity

TRUSTOR:

**AMERICAN LENDING AND HOLDINGS, LLC,
A California Limited Liability**

By: 

NINUS MALAN, Managing Member

[Acknowledgments follow]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF San Diego) ss.
)

On February 1, 2019 before me, Jill Trost, Notary Public, personally appeared NINUS MALAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jill Trost
Notary Public, State of California

[SEAL]



EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT A OF VISTA SAN MIGUEL, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.2702, FILED IN THE OFFICE ON THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 20, 1950.

APN:569-351-02

DO NOT RECORD THE FOLLOWING PAGES

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Short Form Deed of Trust and Assignment of Rents and incorporated by reference in this instrument as being a part thereof as if set forth at length therein.

To Protect the Security of this Deed of Trust, Trustor Agrees:

(1) To keep the Property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violations of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary in an amount at least covering the full replacement cost of the property transferred and assigned by this instrument. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or, at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting

the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof; join in granting any easement thereon or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as herein defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting

hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) This Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the Loan Agreement secured hereby, whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

EXHIBIT C

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
07/20/2022 at 01:07:00 PM
Clerk of the Superior Court
By **Connie Hines**, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

G10 GALUPPO LAW, a California
Professional Law Corporation,

Plaintiff,

vs.

NINUS MALAN, an individual; MONARCH
MANAGEMENT CONSULTING, INC. a
California corporation; SAN DIEGO UNITED
HOLDINGS GROUP, LLC, a California
limited liability company; FLIP
MANAGEMENT, LLC, a California limited
liability company; MIRA ESTE
PROPERTIES, LLC, a California limited
liability company; ROSELLE PROPERTIES,
LLC, a California limited liability company;
BALBOA AVE COOPERATIVE, a California
nonprofit mutual benefit corporation;
CALIFORNIA CANNABIS GROUP, a
California nonprofit mutual benefit
corporation; DEVILISH DELIGHTS, INC., a
California nonprofit mutual benefit
corporation; AMERICAN LENDING AND
HOLDINGS, LLC, a limited liability company;
MICHAEL ESSARY, an individual as Court
Appointed Receiver; and DOES 1-100,
inclusive,

Defendants

Case No. 37-2021-00008715-CU-BC-CTL

~~Proposed~~ **JUDGMENT**

Judge: Hon. Joel R. Wohlfeil
Dept.: C-73
Filed: March 1, 2021
Trial: None Set

Arbitration No.: 256423-A
Arbitration held: March 23 and May 13, 2022
Arbitration award issued: May 24, 2022
Arbitration award became final: June 24, 2022

1 **JUDGMENT**

2 Pursuant to Business & Professions Code §6203, the court referred this fee dispute to the
3 mandatory fee arbitration committee of the San Diego County Bar Association (“Association”).
4 The Association conducted a non-binding arbitration by Zoom video on March 23, 2022 at 9:00
5 a.m. before Presiding Arbitrator Carla Nasoff Esq., James Pokorny Esq., and John H. Blake III.
6 Applicant/Defendant Ninus Malan and Respondent/Plaintiff Louis Galuppo appeared at the two-
7 hour hearing, during which the parties mutually agreed to continue the hearing to May 13, 2022.
8 Notice was properly sent. Numerous emails confirmed the hearing date. At the time of the May 13,
9 2022 hearing, Applicant failed to appear. Numerous attempts were made to reach Applicant on the
10 date of the hearing by phone, email and text. Applicant failed to appear. Accordingly, the continued
11 hearing of May 13, 2022 was conducted as noticed without the presence of Applicant. The matter
12 was submitted on May 18, 2022 after review of additional requested documents.

13 On May 24, 2022, the Association issued its unanimous findings and award and on that
14 same day served it on the Applicant and Respondent by U.S. Mail. A true and correct copy of the
15 Arbitration Finding and Award is attached to this judgment as **Exhibit A** and incorporated into this
16 judgment by this reference. Thirty days having expired, the non-binding award automatically
17 became a binding award under Business & Professions Code §6202(B) on June 24, 2022.

18 Respondent/Plaintiff Louis Galuppo has petitioned this court to confirm the now-binding
19 fee award and enter judgment.

20 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

21 1. Judgment enters FOR Louis Galuppo and G10 GALUPPO LAW, a California
22 Professional Law Corporation and AGAINST Ninus Malan in the principal amount of **\$586,587**.
23 Pursuant to the Association’s findings and award, interest shall accrue on this judgment at the rate
24 of 10% per annum starting June 24, 2022.

25 2. Any prevailing party attorney fees or costs will be determined by a timely filed
26 memorandum of costs or motion.
27
28

1 **JUDGMENT IS ENTERED.**

2
3 Dated: 7-20-, 2022

Joel R. Wohlfeil
By: _____
Hon. Joel R. Wohlfeil
Judge of the Superior Court

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EXHIBIT A

May 24, 2022

Mr. Ninus Malan
3555 Rosecrans St., Ste 114-809
San Diego, CA 92110

Louis A. Galuppo, Esq.
2792 Gateway Rd., Ste. 102
Carlsbad, CA 92009

Re: Malan v. Galuppo
Arbitration Number: 256423-A

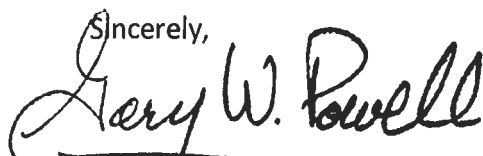
Dear Mr. Malan and Mr. Galuppo,

As Chair of the Fee Arbitration Committee of the San Diego County Bar Association, I am enclosing the following: **Arbitration Findings and Award, Notice of Your Rights After Fee Arbitration, excerpts from the Code of Civil Procedure and California Business and Professions Code.** The **Notice** and the **excerpts** of the **Codes** explain your post arbitration rights. Please, review the **Award, Notice, and Codes** very carefully.

The San Diego County Bar Association cannot give you specific legal advice regarding your case, nor can the Bar Association act as your attorney in this matter. If you need legal advice as to how to accomplish any of the steps outlined in the enclosures, you should consult an attorney. If you decide that you need an attorney, you should act quickly as there are significant time constraints, as outlined in the enclosures.

The San Diego County Bar Association appreciates the opportunity to help in resolving this matter.

Sincerely,



Gary W. Powell, Esq.
Fee Arbitration Committee

Enclosures

SAN DIEGO COUNTY BAR ASSOCIATION
MANDATORY FEE ARBITRATION COMMITTEE

In the Matter of the Fee Arbitration Between:)	Case Number 256423
)	
NINUS MALAN,)	
Applicant)	
)	
v.)	FEE ARBITRATION
)	FINDINGS AND AWARD
LOUIS A. GALUPPO, Esq., Respondent)	
)	
_____)	

INTRODUCTION

Identification of Parties

The Applicant, Ninus Malan, (hereinafter MALAN) represented himself *in propria persona*.

The Respondent, Louis Galuppo, Esq. (hereinafter GALUPPO) represented himself *in propria persona* and was assisted by Daniel Watts, Esq.

Non-Binding

The arbitration is NON-BINDING.

Responsible Attorney

Pursuant to Business and Professions code 6203(d), the responsible attorney in this matter is Louis Galuppo.

Arbitration Hearing

A fee arbitration hearing was held by ZOOM video on March 23, 2022, at 9:00 a.m. before Presiding Arbitrator Carla Nasoff Esq., James Pokorny Esq., and John H. Blake III. Applicant as well as Respondent appeared at the hearing. After a 2-hour hearing, applicant agreed to a continued arbitration hearing on May 13, 2022 by mutual agreement by all parties. Notice was properly sent. Numerous emails confirmed the hearing date. At the time of the May 13, 2022 hearing, Applicant failed to appear. Numerous attempts were made to reach Applicant on the date of the hearing by phone, email and text. Applicant failed to answer all means and failed to

Findings and Award

appear. Accordingly, the continued hearing of May 13, 2022 was conducted as noticed without the presence of Applicant.

The matter was submitted on May 18, 2022 after review of additional requested documents.

xx Notice of hearing was emailed.

xx Hearing date, time and location were set by stipulation

Fee Incurred and Amount in Dispute

- | | |
|---|--------------|
| 1. The amount of legal fees Applicant claims should be paid: | \$400,000 |
| 2. The amount of legal fees/interest Respondent claims should have been paid: | \$586,587.57 |
| 3. The amount of legal fees Applicant claims he paid: | \$250,000 |
| 4. The amount of the filing fee paid by the Applicant: | -0- (waived) |

Statement of Facts/Issues in Dispute

In July 2018, Applicant MALAN retained Respondent GALUPPO'S law firm pursuant to a written retainer agreement. The retainer agreement provided that MALAN would pay \$325/hour for the work performed by GALLUPO; \$305/hr for the work of associate attorneys, \$135/hr for paralegals, and \$95/hr for law clerks and legal secretaries.

The scope of representation included legal services for MALAN to protect MALAN'S interests in several business entities and real properties. GALUPPO performed substantial work for MALAN, including negotiating with opposing parties, propounding discovery, drafting and filing papers in court, preparing applications, providing legal advice at MALAN'S request, representing MALAN in at least eight lawsuits, several appeals, and at least six transactional matters. Much of the legal work was performed by Attorney Daniel Watts, who was an employee of the GALUPPO law firm. The representation of MALAN was ongoing through June 2020.

GALUPPO sent regular invoices to MALAN. MALAN did not dispute the amounts owed or his duty to pay the invoices for the first eighteen months of the attorney-client relationship. The outstanding bill for GALUPPO'S legal services was \$586,587.57.

In March 2021, GALUPPO filed a Complaint against MALAN in San Diego Superior Court as Case No.37-2021-00008715-CU-BC-CTL. The Complaint set forth causes of action for breach of written and oral contracts, declaratory relief, quantum meruit, promissory estoppel, and

restitution and unjust enrichment. In June 2021 MALAN filed a Notice of Stay and requested the fee arbitration.

ISSUES IN DISPUTE

MALAN acknowledged that he retained Respondent for a variety of legal issues related to Applicant's property and entities. MALAN contended Respondent's billings were inaccurate; that Respondent would agree on strategy decisions but not follow through; that Respondent made errors in drafting promissory notes; that Respondent would not respond to emails in a timely fashion; and that Respondent was very disorganized.

Respondent contended the fee agreement was a valid contract entered into freely by the parties; that a substantial amount of legal work was performed for Applicant; and that Applicant failed to pay the amount owing: \$586,587.

AMOUNT IN DISPUTE:

Applicant MALAN contended that if he owes money to GALUPPO, it is in the approximate amount of \$150,000.

Respondent GALUPPO contended that MALAN owes Applicant \$586,587 as billed.

FINDINGS

Findings of Fact, Reasoning and Determination

[Business and Professions Code Section 6203 (1)]

APPLICANT NINUS MALAN'S TESTIMONY ON MARCH 23, 2022:

MALAN was very emotional during the time that he retained GALUPPO as his attorney because of the stress that MALAN faced upon learning that he was the intended victim in a murder for hire scheme. MALAN initially had hired Attorney Stephen Blake, but when Mr. Blake left the firm, GALUPPO took over MALAN's matters.

MALAN testified that he confronted GALUPPO regarding the fees being charged and that GALUPPO overcharged for his services. MALAN testified GALUPPO charged MALAN four

hours for a phone call that actual took two hours. When confronted, GALUPPO would scratch out items and tell MALAN that they would deal with it later.

MALAN testified he has paid approximately \$250,000 to GALUPPO in the form of checks. MALAN advised the arbitration panel that he would provide documentation of these checks paid to GALUPPO. MALAN testified that he still owed approximately \$75,000 to investors for the fees that MALAN paid to GALUPPO. Upon request by the panel, MALAN agreed to provide the panel with documentation of this payment as well, together with GALUPPO invoices that MALAN believes were inaccurate.

When GALUPPO took over for Attorney Blake, MALAN noticed that follow through and quality of work was not as good as Mr. Blake's. GALUPPO would not follow through with plans. GALUPPO helped draft promissory notes for investors, and MALAN found errors which occurred during this process. MALAN testified that GALUPPO was very disorganized.

MALAN complained about GALUPPO's delays in responding to emails. As an example, MALAN cited instances in which he sent emails to GALUPPO and would not receive a response for two weeks. MALAN also felt that GALUPPO offended opposing counsel in the litigated matters to the detriment of MALAN.

MALAN testified that GALUPPO appealed every one of the court's decisions which angered Judge Sturgeon. GALUPPO further angered Judge Sturgeon when GALUPPO dissolved one of MALAN'S entities.

MALAN was charged for bankruptcy work, even though he did not retain GALUPPO to do this type of work. MALAN noted instances in which GALUPPO did not file answers for some of MALAN'S entities for almost two years.

MALAN testified he owed GALUPPO perhaps an additional \$150,000.

RESPONDENT LOUIS GALUPPO'S TESTIMONY ON MARCH 23, 2022:

GALUPPO testified that attorney Daniel Watts was the primary counsel on the MALAN matters almost exclusively. In October or November 2018, MALAN was in arrears in the approximate amount of \$100,000. MALAN created a "siege mentality" in the litigation which made matters more difficult.

GALUPPO testified he was in constant communication with MALAN or MALAN's investors. MALAN never complained about any of the firm's services until GALUPPO complained about not getting paid. Any assets of MALAN'S that were lost, were due to acts of previous counsel for MALAN, which had an interest in these assets as well.

GALUPPO testified his firm spent a tremendous amount of time, in the hundreds of hours, for which MALAN was not billed. GALUPPO worked with MALAN's investors to get them paid as well. The firm was involved in seventeen actions on behalf of MALAN. The firm found bankruptcy counsel for MALAN, but MALAN asked the firm to assist with bankruptcy matters rather than having other counsel handle these issues.

Numerous promises were made by MALAN to the firm for payment of past due fees. The Firm asked MALAN to sign the substitution of attorney so that they would no longer be counsel. MALAN would not agree to this, and the firm had to file multiple motions to withdraw. Ultimately all the motions were granted.

RESPONDENT DANIEL WATTS' TESTIMONY ON MARCH 23, 2022:

Attorney WATTS testified that he worked for the GALUPPO firm for seven years. MALAN hired the firm, not solely Attorney Blake, and that during the firm's representation of MALAN, hundreds of pages of invoices were generated. Initially, MALAN fought over marijuana dispensaries and other business matters. The firm, at MALAN's behest, was drawn into the dispute and filed numerous documents with the goal of getting the businesses out of receivership.

Judge Sturgeon held hearings on nearly a weekly basis; therefore, the firm had to perform a substantial amount of work on these matters. A reasonable hourly rate would have been \$450-\$550/hour. The firm only charged \$350/hour.

Overall, approximately \$795,000 was billed, and \$207,530 was received from MALAN. Upon request by the panel, Watts agreed to provide the arbitration panel relevant invoices in order to review the line-item billings.

Due to the serious nature of the murder for hire issue, as well as quiet title matters and an Anti-SLAPP motion, the firm spoke with MALAN on an almost daily basis. Many phone calls were at night, and much of the time was not billed,

MALAN started getting behind in his payments after about a year. Then MALAN would make small payments, often using a credit card. Later, MALAN promised to pay the fees owing from assets or from investors' funds, or from security interests in various properties. The firm believed that MALAN would pay his bills once he had the ability to do so.

Attorney Watts testified he is a certified appellate specialist, which was needed to get MALAN control of his properties which were then tied up. Each of the appeals that the firm handled was justified and necessary, and each appeal was with the authorization of MALAN.

The firm also handled bankruptcy matters for MALAN. Their goal of assisting debtor in possession was to help MALAN in receivership issues. To this end, the firm filed objections to receiver reports for the benefit of MALAN.

When the firm was finally relieved as attorneys of record, the attorneys spent much time briefing the new lawyers and strategizing with them.

The proceedings of March 23, 2022 were concluded and ultimately the continued hearing date of May 13, 2022 was set. In the interim, requested documents were received from Respondent. No documents requested from Applicant were received by the arbitration panel.

RESPONDENT LOUIS GALUPPO'S TESTIMONY ON MAY 13, 2022:

GALUPPO testified relevant billings were submitted to the panel and reiterated that many hours in addition to those in the invoices were spent on MALAN's many matters. No promises of a specific result were made to MALAN by GALUPPO.

WITNESS DANIEL WATT'S TESTIMONY ON MAY 13, 2022:

Watts testified to the amounts of the firm's billings, as set forth on pp 11-12 of the firm's Arbitration Brief previously served on the panel. Watts testified MALAN still owed 586,587.57. No promises of a specific result were ever made to MALAN by Watts.

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LEGAL CONCLUSIONS

Applicable Statutory and Advisory Provisions

Business and Professions Code Section 6204(a)

This arbitration, by agreement of the parties, was non-binding. Business and Professions Code Section 6204(a) states, in relevant part:

...if either party willfully fails to appear at the arbitration hearing...that party shall not be entitled to a trial after arbitration. The determination of willfulness shall be made by the court. The party who failed to appear at the arbitration shall have the burden of proving that the failure to appear was not willful. In making its determination, the court may consider any findings made by the arbitrators on the subject of a party's failure to appear.

MALAN failed to appear for the second day of the arbitration hearing, a date all parties agreed to. The start of the proceedings on the second day were delayed, specifically to make further final attempts to contact MALAN and confirm his participation in the hearing. Mr. MALAN did not respond to these efforts (text, voicemail, email) and the proceedings went forward without his presence or participation.

MALAN was to provide evidence of his claim at the second hearing with invoices from GALUPPO that MALAN claimed were inaccurate. None were provided.

A review of the invoices produced showed detailed billing, with clear specificity for each task performed.

Unanimous Findings

The panel based its findings on the evidence submitted during the arbitration hearing of March 23, 2022 as well as the arbitration hearing of May 13, 2022; a review of exhibits, invoices and testimony. The panel evaluated the specificity of the time entries for the attorneys; the process by which the fee bill was prepared and evaluated; and the work performed based on the testimony of the witnesses against the time billed. The panel's findings and award were unanimous.

AWARD

The hearing panel finds that the amount of fees client/Applicant paid:	\$207,530
The hearing panel finds the amount of fees/costs client should have paid:	\$794,117
The hearing panel finds the amount of additional fees and costs client owes:	\$586,587

Findings and Award

The filing fee was initially waived.

ACCORDINGLY, the following award is made:

APPLICANT NINUS MALAN shall pay to RESPONDENT LOUIS GALUPPO the sum of \$586,587.

xx plus interest in the amount of 10% per annum from the 30th day after the date of mailing of this award

This award is:

xx NON-BINDING AWARD. PURSUANT TO SECTION 6202(B) OF THE BUSINESS AND PROFESSIONS CODE, the award become binding automatically within (30) days of the mailing of the notice of this award unless within this time you act to have the claim reviewed by a judge or arbitrator by filing a new case in the correct jurisdiction based upon your contract. If you have agreed in your contract to Arbitration, you must file your claim in arbitration (not with the San Diego County Bar Association). If you have not so agreed, you must file your claim in court. Attached is a Notice of Rights After Fee Arbitration to explain your rights. Carefully read it, as it more fully explains your rights. You MUST act in a timely manner if you do not accept this award, or it will become final.


Carla Nasoff Esq.,
Presiding Arbitrator



Carla Nasoff

May 18, 2022


James Pokorny Esq.,



James Pokorny

May 18, 2022

John H. Blake III



John H. Blake III

May 18, 2022

ARBITRATION AGREEMENT

ARBITRATION NO. 256426

Ninus Malan
APPLICANT

Louis A. Galuppo
RESPONDENT

The undersigned state as follows:

1. There exists a dispute between the parties concerning fees paid, charged or claimed for legal services, or costs, and the parties agree or are required by state law to submit the dispute to arbitration.
2. The dispute shall be submitted to the Arbitration Committee of the San Diego County Bar Association for determination of the parties' rights and obligations in accordance with its Rules.
3. The matter may proceed to hearing upon 10 (ten) days written notice as set forth in the Rules, addressed to the parties at the addresses set forth below.
4. Either party may petition any court having jurisdiction to confirm the award of the Arbitration Committee.
5. Either party acknowledges receipt of a copy of the San Diego County Bar Association Fee Arbitration Committee Arbitration Rules.
6. Party understands and agrees that the award of the Arbitration Committee shall be non-binding. However, by separately signing the appropriate section, the parties agree to be bound by the award, provided, however, that a party's separate indication shall have no force or effect unless all parties so agree.

**** Notice Concerning Non-Binding Fee Arbitration ****

If you elect to have non-binding fee arbitration, pursuant to Business & Professions Code 6203(b), the award will become binding (30) thirty days from the date of mailing of the award to the parties. This may require that you take affirmative action to confirm, set aside, modify, or otherwise amend the award, pursuant to Business & Professions Code 6203 and Code of Civil Procedure 1286, et seq. If no action is taken, the award will become binding. You will not be able to treat the award as if the arbitration never took place.

Pursuant to Business & Professions Code 6204(a), either party shall be entitled to a trial after arbitration if sought within 30 days except if either party willfully fails to appear at the arbitration hearing. That determination of willfulness shall be made by the court. The party who failed to appear at the arbitration shall have the burden of proving that the failure to appear was not willful.



SAN DIEGO COUNTY BAR ASSOCIATION

The undersigned have read and agree to the above statement.

A SECOND separate signature from each party is required for binding arbitration.

[Signature] 7/22/22
Applicant's Signature Date

Respondent's Signature Date

806 West Thorn ST
Address

Address

San Diego CA 92103
City State Zip

City State Zip

619-750-2024
Telephone Number

Telephone Number

I AGREE THAT THE ARBITRATION SHALL BE BINDING.

Applicant's Signature Date

Respondent's Signature Date

2100

The undersigned have read and agree to the above statement.

A SECOND separate signature from each party is required for binding arbitration.

Applicant's Signature: [Signature] Date: 6/25/21

Address: 806 West Thorn St, San Diego CA 92103, City: San Diego, State: CA, Zip: 92103, Telephone Number: 619-750-2024

Respondent's Signature: [Signature] Date: 8/23/2021

Address: 2792 Gateway Rd - Ste. 102, Carlsbad CA 92009, City: Carlsbad, State: CA, Zip: 92009, Telephone Number: 760-431-4575

I AGREE THAT THE ARBITRATION SHALL BE BINDING.

Applicant's Signature: [Signature] Date: 6/25/21

Respondent's Signature: [Signature] Date: 8/23/2021

Notice of Your Rights After Fee Arbitration (Revised June 2018)

Your arbitration of attorney's fees has been decided and the arbitrator's decision ("Findings and Award") is enclosed. Please read the award carefully.

Now that arbitration is completed, the rights you have will depend on whether the award is binding or non-binding. This will be stated in the award.

IF YOU ARE SATISFIED WITH THE AWARD:

A non-binding fee arbitration award automatically becomes final and binding unless within thirty (30) days of service of the award a party requests a trial. (See below: "IF YOU ARE NOT SATISFIED WITH A NON-BINDING AWARD".) A binding award is final at the time of the award, though a party can petition a court to have it corrected or vacated under very limited circumstances (See below: "IF YOU ARE NOT SATISFIED WITH A BINDING AWARD".) Note: If you are satisfied with the non-binding award, but the other party requests a trial, you must respond to the other party's request for trial to avoid losing your right to participate in a trial about the fees. If the request for trial is filed in Superior Court, you may need a lawyer's help to respond.

If a lawsuit about the fees was previously filed and the proceedings were stayed, pending arbitration, then the party that filed the original lawsuit must notify the court that the award is accepted. Note that this is different from petitioning the court to have an award confirmed. See below "I AM OWED MONEY" to learn more about when you should consider petitioning the court to confirm the award.

I AM OWED MONEY

If the arbitration award grants you a refund, you should write the other party a letter and demand payment. If you are not paid after sending written request for payment, and you are the client, you can ask the State Bar to assist you in enforcing the award. The State Bar can assist you if more than 100 days and less than four (4) years have passed from the date of service of the final award. [Click here for a Client's Request for Enforcement of an Arbitration Award form](#) or call the State Bar at 415-538-2020. The attorney will be given an opportunity to respond to your request and agree to a payment plan (which may be accepted or rejected by the client), establish inability to pay, or establish lack of responsibility to pay because of changed circumstances subsequent to arbitration. The State Bar may place the opposing attorney on involuntary inactive status for failure to refund fees (as required by a final and binding arbitration award), comply with payment plan, prove inability to pay, or prove lack of

personal responsibility for compliance with the terms. An attorney on inactive status is not entitled to practice law.

Any party who is owed money also has the right to request court orders allowing that party to take property or money from the other party's paycheck, and/or bank accounts. (For To get those court orders, you must first petition for confirmation within four (4) years of the date you were served with the arbitration award. The petition is a legal document that tells the court what you want and why you are entitled to it. The bar association does not have forms for these petitions. You may need a lawyer's help to prepare your petition. You will file your petition with Small Claims Court if the amount you are owed is \$10,000 or less or with Superior Court if the amount exceeds \$10,000. The court will issue a judgment confirming the award.

Once you have a judgment confirming the award, you have a right to "execute" the judgment as a "judgment creditor". That means you may be entitled to court orders allowing you to collect your money by garnishing the other party's paycheck or bank accounts, and/or placing a lien on his or her property. The court has forms to use to execute these orders.

I OWE MONEY

If you owe money, pay it. If you do not pay the award, the other party has a right to obtain a judgment confirming the award and collect the judgment (see above).

Attached are excerpts from the [California Business and Professions Code](#) and the California Code of Civil Procedure. The first excerpt, from the Business and Professions Code, is the law that governs fee arbitrations between attorneys and their clients, as well as the authority to request a trial following nonbinding arbitration. The second excerpt, from the Code of Civil Procedure, sets forth the law on confirming, vacating or correcting arbitration awards.

IF YOU ARE NOT SATISFIED WITH A NON-BINDING AWARD:

If the arbitration award is non-binding, you may have a right to a trial in court. At the trial, you will have the opportunity to present evidence to a judge who will issue a new decision about the fee dispute, without regard to the arbitration award. However, if you did not appear at your fee arbitration hearing, you will have to prove to the court that you had a good reason for not being there. If the court determines that your failure to appear was willful, you may not be entitled to a trial after arbitration.

In lieu of a trial, you may prefer to petition to correct the award or vacate the award. Another option is to request the arbitrator correct the award. The arbitrator may correct the award only if the award contains a miscalculation of figures or an evident mistake in the description of any

person, thing, or property referred to in the award or if the award is imperfect in a matter of form not affecting the merits of the controversy. You may request a correction of the award with the SDCBA as long as you file your request with SDCBA within 10 days of the date of service of the award and serve a copy on the other party. The arbitrator(s) must correct or deny correction of the award within 30 days of the date of service of the award. If you believe the arbitrator(s) failed to include a finding or issue raised in the hearing, you may request an amendment of the award. You must file your request with the SDCBA within 10 days of service of the award and serve a copy on the other party. Remember, however, that seeking a correction or amendment of the award by the arbitrator is not a tool to challenge or appeal the findings or conclusions. Challenges to the findings or conclusions must be done in court.

If you and the attorney previously agreed to resolve disputes over fees and costs through private arbitration and either party acts to reject the award in court within the required 30 days, either party may be entitled to resolve the dispute through the agreed upon private arbitration instead of a new trial in court.

If you want a trial in court, you must file a complaint with the court within 30 days after the date the arbitration award was served on you. (See the date on the Proof of Service attached to the award.) The Small Claims Court is the proper court if the amount in dispute is \$10,000 or less, otherwise, the Superior Court is the proper court. The court will charge a filing fee, though you can request a waiver of fees and costs. (You can find forms at www.courts.ca.gov/forms.htm.) You may need a lawyer's help to file your complaint if you are filing in the Superior Court. Be aware that if you lose in court, you may be ordered to pay the prevailing party's attorney's fees and costs and you may get a decision that is less favorable to you than the arbitration award.

Note: If a lawsuit about the fees was previously filed and the proceedings were stayed, pending arbitration, then you must file a "Rejection of Arbitration Award and Request for Trial" with the same court. The bar association does not provide this document. If the lawsuit was filed in Superior Court, you may need a lawyer's help to file your "Rejection of Arbitration Award and Request for Trial." If the lawsuit was filed in Small Claims Court, you may discuss this with a Small Claims Court Advisor. The Small Claims Court has Judicial Counsel forms to use, (forms SC-100 and SC-101) for this purpose.

IF YOU ARE NOT SATISFIED WITH A BINDING AWARD:

If the arbitration award is binding, you must abide by it. There is no appeal from a binding award. However, a binding award can be corrected or "vacated" (overturned) by a court, but only on limited grounds such as the award was procured by corruption, fraud or other undue

means or the rights of the party were substantially prejudiced by misconduct of a neutral arbitrator.

If you want to correct or vacate the award, you must file a petition in the proper court within 100 days after the date the arbitration award was served. (See the date on the Proof of Service attached to the award.) **IMPORTANT:** If you wish to petition to vacate or correct the award but receive notice that the other side has filed a petition to confirm the award, you no longer have 100 days to file your petition. You must respond by filing, within the requisite days prior to the confirmation hearing, your opposition to the petition to confirm the award and your petition to vacate/correct the award.

The Small Claims Court is the proper court if the amount in dispute is \$10,000 or less, otherwise, the Superior Court is the proper court. You may need a lawyer's help to file your complaint if you are filing in the Superior Court. Be aware that if you lose in court, you may be ordered to pay the prevailing party's attorney's fees and costs and you could end up with a worse outcome than you received in arbitration.

You can find further information at the county law library or online at www.calbar.org.

EXCERPT FROM THE CALIFORNIA STATE BAR ACT
(BUSINESS AND PROFESSIONS CODE)

ARTICLE 13

ARBITRATION OF ATTORNEYS' FEES

§6200. Establishment of System and Procedure; Jurisdiction; Local Bar Association Rules (Effective January 1, 2016)

- a. The board of governors shall, by rule, establish, maintain, and administer a system and procedure for the arbitration, and may establish, maintain, and administer a system and procedure for mediation of disputes concerning fees, costs, or both, charged for professional services by members of the State Bar or by members of the bar of other jurisdictions. The rules may include provision for a filing fee in such amount as the board may, from time to time, determine.
- b. This article shall not apply to any of the following:
 1. Disputes where a member of the State Bar of California is also admitted to practice in another jurisdiction or where an attorney is only admitted to practice in another jurisdiction, and he or she maintains no office in the State of California, and no material portion of the services were rendered in the State of California.
 2. Claims for affirmative relief against the attorney for damages or otherwise based upon alleged malpractice or professional misconduct, except as provided in subdivision (a) of Section 6203.
 3. Disputes where the fee or cost to be paid by the client or on his or her behalf has been determined pursuant to statute or court order.
- c. Unless the client has agreed in writing to arbitration under this article of all disputes concerning fees, costs, or both, arbitration under this article shall be voluntary for a client and shall be mandatory for an attorney if commenced by a client. Mediation under this article shall be voluntary for an attorney and a client.
- d. The board of governors shall adopt rules to allow arbitration and mediation of attorney fee and cost disputes under this article to proceed under arbitration and mediation systems sponsored by local bar associations in this state. Rules of procedure promulgated by local bar associations are subject to review by the board to insure that they provide for a fair, impartial, and speedy hearing and award.
- e. In adopting or reviewing rules of arbitration under this section the board shall provide that the panel shall include one attorney member whose area of practice is either, at the option of the client, civil law, if the attorney's representation involved civil law, or criminal law, if the attorney's representation involved criminal law, as follows:

1. If the panel is composed of three members the panel shall include one attorney member whose area of practice is either, at the option of the client, civil or criminal law, and shall include one lay member.
2. If the panel is composed of one member, that member shall be an attorney whose area of practice is either, at the option of the client, civil or criminal law.
3. In any arbitration or mediation conducted pursuant to this article by the State Bar or by a local bar association, pursuant to rules of procedure approved by the board of governors, an arbitrator or mediator, as well as the arbitrating association and its directors, officers, and employees, shall have the same immunity which attaches in judicial proceedings.
- f. In the conduct of arbitrations under this article the arbitrator or arbitrators may do all of the following:
 1. Take and hear evidence pertaining to the proceeding.
 2. Administer oaths and affirmations.
 3. Compel, by subpoena, the attendance of witnesses and the production of books, papers, and documents pertaining to the proceeding.
- g. Participation in mediation is a voluntary consensual process, based on direct negotiations between the attorney and his or her client, and is an extension of the negotiated settlement process. All discussions and offers of settlement are confidential and may not be disclosed in any subsequent arbitration or other proceedings. (Added by Stats. 1978, ch. 719. Amended by Stats. 1984, ch. 825; Stats. 1989, ch. 1416; Stats. 1990, ch. 483; Stats. 1990, ch. 1020; Stats. 1993, ch. 1262; Stats. 1994, ch. 479; Stats. 1996, ch. 1104.)

§6201. Notice to Client; Request for Arbitration; Client's Waiver of Right to Arbitration (Effective January 1, 2012)

- a. The rules adopted by the board of governors shall provide that an attorney shall forward a written notice to the client prior to or at the time of service of summons or claim in an action against the client, or prior to or at the commencement of any other proceeding against the client under a contract between attorney and client which provides for an alternative to arbitration under this article, for recovery of fees, costs, or both. The written notice shall be in the form that the board of governors prescribes, and shall include a statement of the client's right to arbitration under this article. Failure to give this notice shall be a ground for the dismissal of the action or other proceeding. The notice shall not be required, however, prior to initiating mediation of the dispute. The rules adopted by the board of governors shall provide that the client's failure to request arbitration within 30 days after

receipt of notice from the attorney shall be deemed a waiver of the client's right to arbitration under the provisions of this article.

- b. If an attorney, or the attorney's assignee, commences an action in any court or any other proceeding and the client is entitled to maintain arbitration under this article, and the dispute is not one to which subdivision (b) of Section 6200 applies, the client may stay the action or other proceeding by serving and filing a request for arbitration in accordance with the rules established by the board of governors pursuant to subdivision (a) of Section 6200. The request for arbitration shall be served and filed prior to the filing of an answer in the action or equivalent response in the other proceeding; failure to so request arbitration prior to the filing of an answer or equivalent response shall be deemed a waiver of the client's right to arbitration under the provisions of this article if notice of the client's right to arbitration was given pursuant to subdivision (a).
- c. Upon filing and service of the request for arbitration, the action or other proceeding shall be automatically stayed until the award of the arbitrators is issued or the arbitration is otherwise terminated. The stay may be vacated in whole or in part, after a hearing duly noticed by any party or the court, if and to the extent the court finds that the matter is not appropriate for arbitration under the provisions of this article. The action or other proceeding may thereafter proceed subject to the provisions of Section 6204.
- d. A client's right to request or maintain arbitration under the provisions of this article is waived by the client commencing an action or filing any pleading seeking either of the following:
 - 1. Judicial resolution of a fee dispute to which this article applies.
 - 2. Affirmative relief against the attorney for damages or otherwise based upon alleged malpractice or professional misconduct.
- e. If the client waives the right to arbitration under this article, the parties may stipulate to set aside the waiver and to proceed with arbitration. (Added by Stats. 1978, ch. 719. Amended by Stats. 1979, ch. 878; Stats. 1982, ch. 979; Stats. 1984, ch. 825; Stats. 1989, ch. 1416; Stats. 1990, ch. 483; Stats. 1993, ch. 1262; Stats. 1994, ch. 479; Stats. 1996, ch. 1104.)

§6202. Disclosure of Attorney-Client Communication and Work Product; Limitation (Effective July 1, 2005)

The provisions of Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code shall not prohibit the disclosure of any relevant communication, nor shall the provisions of Section 2018 of the Code of Civil Procedure be construed to prohibit the disclosure of any relevant work product of the attorney in connection with: (a) an arbitration hearing or mediation pursuant to this article; (b) a trial after arbitration; or (c) judicial confirmation, correction, or vacation of an arbitration award. In no event shall such disclosure be deemed a waiver of the confidential

character of such matters for any other purpose. (Added by Stats. 1978, ch. 719. Amended by Stats. 1982, ch. 979; Stats. 1984, ch. 825; Stats. 1996, ch. 1104)

§6203. Award; Contents; Finality; Petition to Court; Award of Fees and Costs (Effective January 1, 2012)

- a. The award shall be in writing and signed by the arbitrators concurring therein. It shall include a determination of all the questions submitted to the arbitrators, the decision of which is necessary in order to determine the controversy. The award shall not include any award to either party for costs or attorney's fees incurred in preparation for or in the course of the fee arbitration proceeding, notwithstanding any contract between the parties providing for such an award or costs attorney's fees. However, the filing fee paid may be allocated between the parties by the arbitrators. This section shall not preclude an award of costs or attorney's fees to either party by a court pursuant to subdivision (c) of this section or of subdivision (d) of Section 6204. The State Bar, or the local bar association delegated by the State Bar to conduct the arbitration, shall deliver to each of the parties with the award, an original declaration of service of the award. Evidence relating to claims of malpractice and professional misconduct, shall be admissible only to the extent that those claims bear upon the fees, costs, or both, to which the attorney is entitled. The arbitrators shall not award affirmative relief, in the form of damages or offset or otherwise, for injuries underlying any such claim. Nothing in this section shall be construed to prevent the arbitrators from awarding the client a refund of unearned fees, costs, or both previously paid to the attorney.
- b. Even if the parties to the arbitration have not agreed in writing to be bound, the arbitration award shall become binding upon the passage of 30 days after mailing of notice of the award, unless a party has, within the 30 days, sought a trial after arbitration pursuant to Section 6204. If an action has previously been filed in any court, any petition to confirm, correct, or vacate the award shall be to the court in which the action is pending, and may be served by mail on any party who has appeared, as provided in Chapter 4 (commencing with Section 1003) of Title 14 of Part 2 of the Code of Civil Procedure; otherwise it shall be in the same manner as provided in Chapter 4 (commencing with Section 1285) of Title 9 of Part 3 of the Code of Civil Procedure. If no action is pending in any court, the award may be confirmed, corrected, or vacated by petition to the court having jurisdiction over the amount of the arbitration award, but otherwise in the same manner as provided in Chapter 4 (commencing with Section 1285) of Title 9 of Part 3 of the Code of Civil Procedure.
- c. Neither party to the arbitration may recover costs or attorney's fees incurred in preparation for or in the course of the fee arbitration proceeding with the exception of the filing fee paid pursuant to subdivision (a) of this section. However, a court confirming, correcting, or vacating an award under this section

may award to the prevailing party reasonable fees and costs incurred in obtaining confirmation, correcting, or vacation of the award including, if applicable, fees and costs on appeal. The party obtaining judgment confirming, correcting, or vacating the award shall be the prevailing party except that, without regard to consideration of who the prevailing party may be, if a party did not appear at the arbitration hearing in the manner provided by the rules adopted by the board of governors, that party shall not be entitled to attorney's fees or costs upon confirmation, correction, or vacation of the award.

d.

1. In any matter arbitrated under this article in which the award is binding or has become binding by operation of law or has become a judgment either after confirmation under subdivision (c) or after a trial after arbitration under Section 6204, or in any matter mediated under this article if: (A) the award, judgment, or agreement reached after mediation includes a refund of fees or costs or both, to the client and (B) the attorney has not complied with that award, judgment, or agreement the State Bar shall enforce the award, judgment, or agreement by placing the attorney on involuntary inactive status until the refund has been paid.
2. The State Bar shall provide for an administrative procedure to determine whether an award, judgment, or agreement should be enforced pursuant to this subdivision. An award, judgment, or agreement shall be so enforced if:
 - A. The State Bar shows that the attorney has failed to comply with a binding fee arbitration award, judgment, or agreement rendered pursuant to this article.
 - B. The attorney has not proposed a payment plan acceptable to the client or the State Bar. However, the award, judgment, or agreement shall not be so enforced if the attorney has demonstrated that he or she (i) is not personally responsible for making or ensuring payment of the refund, or (ii) is unable to pay the refund.
3. An attorney who has failed to comply with a binding award, judgment, or agreement shall pay administrative penalties or reasonable costs, or both, as directed by the State Bar. Penalties imposed shall not exceed 20 percent of the amount to be refunded to the client or one thousand dollars (\$1,000), whichever is greater. Any penalties or costs, or both, that are not paid shall be added to the membership fee of the attorney for the next calendar year.
4. The board shall terminate the inactive enrollment upon proof that the attorney has complied with the award, judgment or agreement and upon payment of any costs or penalties, or both, assessed as a result of the attorney's failure to comply.

5. A request for enforcement under this subdivision shall be made within four years from the date (A) the arbitration award was mailed, (B) the judgment was entered, or (C) the date the agreement was signed. In an arbitrated matter, however, in no event shall a request be made prior to 100 days from the date of the service of a signed copy of the award. In cases where the award is appealed, a request shall not be made prior to 100 days from the date the award has become final as set forth in this section. (Added by Stats. 1978, ch. 719. Amended by Stats. 1982, ch. 979; Stats. 1984, ch. 825; Stats. 1989, ch. 1416; Stats. 1990, ch. 483; Stats. 1992, ch. 1265; Stats. 1993, ch. 1262, Stats. 1996. ch. 1104.)

§6204. Agreement to be Bound by Award of Arbitrator; Trial After Arbitration in Absence of Agreement; Prevailing Party; Effect of Award and Determination (Effective January 1, 2012)

- a. The parties may agree in writing to be bound by the award of arbitrators appointed pursuant to this article at any time after the dispute over fees, costs, or both, has arisen. In the absence of such an agreement, either party shall be entitled to a trial after arbitration if sought within 30 days, pursuant to subdivisions (b) and (c), except that if either party willfully fails to appear at the arbitration hearing in the manner provided by the rules adopted by the board of governors, that party shall not be entitled to a trial after arbitration. The determination of willfulness shall be made by the court. The party who failed to appear at the arbitration shall have the burden of proving that the failure to appear was not willful. In making its determination, the court may consider any findings made by the arbitrators on the subject of a party's failure to appear.
- b. If there is an action pending, the trial after arbitration shall be initiated by filing a rejection of arbitration award and request for trial after arbitration in that action within 30 days after mailing of notice of the award. If the rejection of arbitration award has been filed by the plaintiff in the pending action, all defendants shall file a responsive pleading within 30 days following service upon the defendant of the rejection of arbitration award and request for trial after arbitration. If the rejection of arbitration award has been filed by the defendant in the pending action, all defendants shall file a responsive pleading within 30 days after the filing of the rejection of arbitration award and request for trial after arbitration. Service may be made by mail on any party who has appeared; otherwise service shall be made in the manner provided in Chapter 4 (commencing with Section 413.10) of Title 5 of Part 2 of the Code of Civil Procedure. Upon service and filing of the rejection of arbitration award, any stay entered pursuant to Section 6201 shall be vacated, without the necessity of a court order.

- c. If no action is pending, the trial after arbitration shall be initiated by the commencement of an action in the court having jurisdiction over the amount of money in controversy within 30 days after mailing of notice of the award. After the filing of such an action, the action shall proceed in accordance with the provisions of Part 2 (commencing with Section 307) of the Code of Civil Procedure, concerning civil actions generally.
- d. The party seeking a trial after arbitration shall be the prevailing party if that party obtains a judgment more favorable than that provided by the arbitration award, and in all other cases the other party shall be the prevailing party. The prevailing party may, in the discretion of the court, be entitled to an allowance for reasonable attorneys' fees and costs incurred in the trial after arbitration, which allowance shall be fixed by the court. In fixing the attorneys' fees, the court shall consider the award and determinations of the arbitrators, in addition to any other relevant evidence.
- e. Except as provided in this section, the award and determinations of the arbitrators shall not be admissible nor operate as collateral estoppel or res judicata in any action or proceeding. (Added by Stats. 1978, ch. 719. Amended by Stats. 1979, ch. 878; Stats. 1982, ch. 979; Stats. 1984, ch. 825; Stats. 1992, ch. 1265; Stats. 1996, ch. 1104; Stats. 1998, ch. 798.)

Code of Civil Procedure; provided that this limitation shall not apply to a request for arbitration by a client, pursuant to the provisions of subdivision (b) of section 6201, following the filing of a civil action by the attorney. (Added by Stats. 1978, ch. 719. Amended by Stats. 1984, ch. 825.)

§6204.5 Disqualification of Arbitrators; Post-arbitration Notice

(Effective January 1, 1997)

- a. The State Bar shall provide by rule for an appropriate procedure to disqualify an arbitrator or mediator upon request of either party.
- b. The State Bar, or the local bar association delegated by the State Bar to conduct the arbitration, shall deliver a notice to the parties advising them of their rights to judicial relief subsequent to the arbitration proceeding. (Added by Stats. 1986, ch. 475; Stats. 1996, ch. 1104.)

§6205. (Repealed by Stats. 1996, ch. 1104)

§6206. Arbitration Barred if Time for Commencing Civil Action

Barred; Exception (Effective January 1, 2012)

The time for filing a civil action seeking judicial resolution of a dispute subject to arbitration under this article shall be tolled from the time an arbitration is initiated in accordance with the rules adopted by the board of governors until (a) 30 days after receipt of notice of the award of the arbitrators, or (b) receipt of notice that the arbitration is otherwise terminated, whichever comes first. Arbitration may not be commenced under this article if a civil action requesting the same relief would be barred by any provision of Title 2 (commencing with section 312) of Part 2 of the

FEE ARBITRATION COMMITTEE

Arbitration No.: 256423-A

APPLICANT: Ninus Malan

RESPONDENT: Louis A. Galuppo, Esq.

PROOF OF SERVICE BY MAIL

I, Gloria L. Varela, declare:

That I am and was at the time of service of the papers herein referred to, over the age of eighteen years, and not a party to the action; and I am employed in the County of San Diego, California, in which county the within-mentioned mailing occurred. My business address is 401 West A Street, Suite 1100, San Diego, California 92101. I served the following documents:

- (1) Findings and Award**
- (2) Fully Executed Arbitration Agreement**
- (3) Notice of Your Rights After Arbitration**
- (4) Excerpts from the California Business & Professions Code and the Code of Civil Procedures**

by placing a copy thereof in an envelope to the addressee named hereafter, addressed to each such address as follows:

Mr. Ninus Malan
3555 Rosecrans St., Ste 114-809
San Diego, CA 92110

Louis A. Galuppo, Esq.
2792 Gateway Rd., Ste. 102
Carlsbad, CA 92009

I then sealed each envelope and, with the postage thereon fully prepaid, deposited each in the United States mail at San Diego, California on May 24, 2022.

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

Executed on May 24, 2022



Gloria L. Varela
Fee Arbitration Specialist

EXHIBIT D

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Daniel T. Watts SBN 277861
Georgia Schneider SBN 251358
G10 LAW
A Professional Law Corporation
5946 Priestly Dr., Suite 200
Carlsbad, California 92008
Phone: (760) 431-4575
Fax: (760) 431-4579

Attorneys for Plaintiff
G10 Galuppo Law, APLC

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/21/2023 at 03:50:00 PM
Clerk of the Superior Court
By E- Filing, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

CENTRAL DIVISION

G10 GALUPPO LAW, a California
Professional Law Corporation,
Plaintiff,
vs.
NINUS MALAN, an individual; MONARCH
MANAGEMENT CONSULTING, INC. a
California corporation; SAN DIEGO
UNITED HOLDINGS GROUP, LLC, a
California limited liability company; FLIP
MANAGEMENT, LLC, a California limited
liability company; MIRA ESTE
PROPERTIES, LLC, a California limited
liability company; ROSELLE PROPERTIES,
LLC, a California limited liability company;
BALBOA AVE COOPERATIVE, a
California nonprofit mutual benefit
corporation; CALIFORNIA CANNABIS
GROUP, a California nonprofit mutual benefit
corporation; DEVILISH DELIGHTS, INC.,
a California nonprofit mutual benefit
corporation; AMERICAN LENDING AND
HOLDINGS, LLC, a limited liability
company; MICHAEL ESSARY, an individual
as Court Appointed Receiver; and DOES 1-
100, inclusive.

Defendants.

Case No.: 37-2021-00008715-CU-BC-CTL

Notice of Ruling

Hearing date: April 21, 2023
Time: 10:45 a.m.
Dept: C73

Judge: Hon. Judge Wohlfeil
Dept.: C73
Filed: March 1, 2021
Trial: August 4, 2023

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On April 21, 2023, at 10:45 am in Department C-73, the Honorable Joel Wohlfeil heard oral argument on (1) the court’s order to show cause why pleadings of all entities in a state of suspension should not be stricken, and (2) Plaintiff’s continued motion to add additional judgment debtors. Attorney Daniel Watts appeared for Plaintiff G10 Galuppo Law and David Demergian appeared for Defendants San Diego United Holdings Group, LLC and American Lending and Holdings, LLC.

After oral argument, the court ordered:

- 1) Its tentative ruling is confirmed.
- 2) The motion to add additional judgment debtors is granted.
- 3) All pleadings – including answers, claims, and cross-complaints – filed by parties not in good standing with the Secretary of State of California, which includes Monarch Management Consulting, Inc., San Diego United Holdings Group, LLC, Flip Management, LLC, Balboa Ave Cooperative, and Devilish Delights, Inc. are STRICKEN. The answer filed March 6, 2023 (ROA #243) and the cross-complaint filed March 6, 2023 (ROA #245) are therefore stricken.
- 4) Plaintiff is to give notice of the ruling.

Attached as Exhibit A is the tentative ruling which the court adopted as its final order.

Dated: April 21, 2023

G10 LAW
A Professional Law Corporation

By: DocuSigned by:
Daniel T. Watts
C1CFB33329754D2
DANIEL T. WATTS
Attorneys for G10 Galuppo Law and Galuppo

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF SAN DIEGO

HALL OF JUSTICE

TENTATIVE RULINGS - April 19, 2023

EVENT DATE: 04/21/2023

EVENT TIME: 10:45:00 AM

DEPT.: C-73

JUDICIAL OFFICER: Joel R. Wohlfeil

CASE NO.: 37-2021-00008715-CU-BC-CTL

CASE TITLE: G10 GALUPPO LAW VS. MALAN [IMAGED]

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Breach of Contract/Warranty

EVENT TYPE: Motion Hearing (Civil)

CAUSAL DOCUMENT/DATE FILED: Motion - Other, 02/14/2023

The Motion (ROA # 216, 261, 262) of Plaintiff / judgment creditors G10 GALUPPO LAW and Louis A. Galuppo ("Plaintiff") for an order to amend the judgment against Defendant Ninus Malan ("Defendant") to add additional judgment debtors: MONARCH MANAGEMENT CONSULTING, INC. a California corporation; SAN DIEGO UNITED HOLDINGS GROUP, LLC, a California limited liability company; FLIP MANAGEMENT, LLC, a California limited liability company; BALBOA AVE COOPERATIVE, a California nonprofit mutual benefit corporation; CALIFORNIA CANNABIS GROUP, a California nonprofit mutual benefit corporation; DEVILISH DELIGHTS, INC., a California nonprofit mutual benefit corporation; and, AMERICAN LENDING AND HOLDINGS, LLC, a limited liability company, is GRANTED.

MONARCH MANAGEMENT CONSULTING, INC., SAN DIEGO UNITED HOLDINGS GROUP, LLC ("SDUHG"), FLIP MANAGEMENT, LLC, BALBOA AVE COOPERATIVE, CALIFORNIA CANNABIS GROUP, DEVILISH DELIGHTS, INC., and AMERICAN LENDING AND HOLDINGS, LLC ("ALH") are added as debtors to the judgment entered on 7/20/2022 for LOUIS GALUPPO and G10 GALUPPO LAW against NINUS MALAN ("Malan") in the principal amount of \$586,587.00.

Although Louis A Galuppo does not appear to be a named Plaintiff in the Complaint, this individual is named as a judgment creditor in the judgment (ROA # 157). No party has filed a motion seeking to vacate or modify this aspect of the judgment.

The Request (ROA # 238) of Defendants / Cross-Defendants NINUS MALAN, AMERICAN LENDING & HOLDINGS, LLC. and SAN DIEGO UNITED HOLDINGS GROUP, LLC ("Defendants") is GRANTED IN PART and DENIED IN PART. The Court takes judicial notice of 1(B), 1(C) and 2 and declines to take judicial notice of 1(A).

Under Code of Civil Procedure section 187, the Court has the authority to amend a judgment to add additional judgment debtors." NEC Electronics Inc. v. Hurt (1989) 208 Cal. App. 3d 772, 778 (citation omitted). "Judgments are often amended to add additional judgment debtors on the grounds that a person or entity is the alter ego of the original judgment debtor." Id. (citations omitted). Such a procedure is an appropriate and complete method by which to bind a new defendant where it can be demonstrated that, in their capacity as an alter ego, they in fact had control of the previous litigation and thus were virtually represented in the lawsuit. Id.

The ability under section 187 to amend a judgment to add a defendant, thereby imposing liability on the new defendant without trial, requires: (1) that the new party be the alter ego of the old party; and (2) that the new party controlled the litigation, thereby having had the opportunity to litigate in order to satisfy

due process concerns. Triplett v. Farmers Ins. Exchange (1994) 24 Cal. App. 4th 1415, 1421. The due process considerations are in addition to, not in lieu of, the threshold alter ego issues. Id.

In finding alter ego, "the courts consider numerous factors, including inadequate capitalization, commingling of funds and other assets of the two entities, the holding out by one entity that it is liable for the debts of the other, identical equitable ownership in the two entities, use of the same offices and employees, use of one as a mere conduit for the affairs of the other, disregard of corporate formalities, lack of segregation of corporate records, and identical directors and officers." Virtualmagic Asia, Inc. v. Fil-Cartoons, Inc. (2002) 99 Cal. App. 4th 228, 245. "No single factor is determinative, and instead a court must examine all the circumstances to determine whether to apply the doctrine." Id.

The alter ego doctrine does not guard every unsatisfied creditor of a corporation but instead affords protection where some conduct amounting to bad faith makes it inequitable for the corporate owner to hide behind the corporate form. Sonora Diamond Corp. v. Superior Court (2000) 83 Cal. App. 4th 523, 539.

Mere difficulty in enforcing a judgment or collecting a debt does not satisfy this standard. Id. Imposing liability on an alter-ego corporate entity requires evidence of wrongdoing or injustice flowing from the recognition of a separate corporate identity. Sonora Diamond Corp. v. Superior Court (2000) 83 Cal. App. 4th 523, 539.

There is no opposition to the addition of Monarch Management Consulting, Inc., Flip 26 Management, LLC., Balboa Avenue Cooperative, California Cannabis Group or Devilish Delights, Inc. as judgment debtors such that they will be added as judgment debtors. In addition, San Diego United Holdings Group, LLC is a suspended entity such that its opposition to this motion is stricken. Further, evidence has been submitted supporting the contention that all of these entities are the alter egos of judgment-debtor Malan.

The Court also finds that SDUHG is the alter-ego of judgment-debtor Malan. Malan is the sole member, owner, and manager of SDUHG, and holds "full power and authority to take any [binding] action" on its behalf. Decl. Galuppo, Ex. A ¶9, Decl. Galuppo, Ex. D ¶23.

SDUHG disregards corporate formalities; it has been suspended for over two years yet continues, even in this very action, to act as a corporate entity. Request for Judicial Notice, #2.

SDUHG was inadequately capitalized; it has filed for bankruptcy. Decl. Galuppo ¶15.

While Malan served as the sole owner and officer of SDUHG, he simultaneously served as CEO and CFO of Devilish Delights, CEO, Secretary, and CFO of California Cannabis, and CEO, Secretary, CFO of Balboa Ave Cooperative, "sole manager" and "registered agent" for Flip Management, LLC, and the sole owner of ALH. Decl. Galuppo ¶19, Decl. Galuppo Ex F.

Malan has stated under penalty of perjury that he considered ALH's ostensible legal ownership of assets irrelevant to his personal ownership of those assets. Decl. Galuppo Ex. F (Delc. Malan filed Aug. 8, 2019, ¶11, 15) ("there's no reason one company would randomly transfer record title to a real property to a different company without compensation unless actual ownership of the property hadn't changed.")

ALH similarly shares management with the other entities and similar capitalization deficiencies. See Decl. Galuppo ¶19; Decl. Galuppo, Ex G.

Opposing parties do not offer any evidence of SDUHG's or ALH's independent existence, only arguing purported deficiencies in the Judgment Creditors' showing. However, the Judgment Creditors have satisfied the burden of establishing alter-ego liability. No showing has been made that SDUHG or ALH have an independent existence (e.g., segregated funds, obeyed formalities, etc.).

In addition, sufficient injustice would result from recognition of the independent existence of the subject entities to justify the application of the alter-ego doctrine. Malan has refused to identify the location of any of his assets (Decl. Galuppo ¶¶22). The Judgment Creditors seek to add these alter-ego companies to the judgment as they are the only known assets Malan possesses. To decline to apply the doctrine would reward Malan for his intransigence and preclude the Judgment Creditors' recovery on a valid judgment.

Finally, SDUHG and ALH had sufficient control of the litigation to be added as judgment debtors. Even leaving aside the alter-ego status, both entities were named in the original Complaint, represented by counsel and initially participated in the subsequent litigation. See ROA # 115, 127, 213.

EXHIBIT E

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL**

MINUTE ORDER

DATE: 04/14/2023

TIME: 09:00:00 AM

DEPT: C-67

JUDICIAL OFFICER PRESIDING: Eddie C Sturgeon

CLERK: Herlinda Chavarin

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: M. Micone

CASE NO: **37-2018-00034229-CU-BC-CTL** CASE INIT.DATE: 07/10/2018

CASE TITLE: **Razuki vs Malan [IMAGED]**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Breach of Contract/Warranty

EVENT TYPE: Motion Hearing (Civil)

MOVING PARTY: Ninus Malan, American Lending and Holdings LLC

CAUSAL DOCUMENT/DATE FILED: Motion to Strike, 03/21/2023

APPEARANCES

All parties submit(s) on the Court's tentative ruling.

The Court CONFIRMS the tentative ruling as follows:

Defendant and Cross-Complainants Ninus Malan and American Lending & Holdings, LLC's Motion to Strike is **DENIED**. However, the court issues an Order to Show Cause as to why the Answers from Alternative Health Cooperative, Inc. and Goldn Bloom Ventures, Inc. should not be stricken and default entered against them. It appears that Alternative Health Cooperative, Inc. is not a California corporation and that Goldn Bloom Ventures, Inc. has been terminated. (See ROA 2383, RJN, Ex. F.) While a dissolved corporation may defend actions to wind down its business, a corporation not in good standing lacks capacity to appear and defend an action against it. (See *Timberline, Inc. v. Jaisinghani* (1997) 54 Cal.App.4th 1361, 1365-1366.)

On its own motion the court strikes G10 Galuppo Law and Louis A. Galuppo's Notice of Joinder as well as its Notice of Lodgment. Neither is a party to the action and their motion to intervene in this action was previously denied. (ROA 1715.) Further, the filings were untimely.

All requests for judicial notice are granted.

The OSC - Non-Sanction is scheduled for 06/26/2023 at 08:30AM before Judge Eddie C Sturgeon.

IT IS SO ORDERED:

Eddie C. Sturgeon

Judge Eddie C Sturgeon

EXHIBIT F

Ruling on *Ex Parte* Application for TRO; Order Reassigning Case to Judge Sturgeon

SH Westpoint v. Malan, Case No. 2018-39388

August 16, 2018, 8:30 a.m., Dept. 72

1. Overview and Procedural Posture.

According to the verified complaint filed just over a week ago, this is a quiet title action relating to a residential property in Chula Vista. The case was assigned to Judge Medel, however there was a 170.6 challenge as to him by the defendant, and the case was reassigned to Dept. 72. ROA 11.

Plaintiff seeks to enjoin a foreclosure sale set for next Friday. This case is related to another case involving the same parties now pending before Judge Sturgeon (No. 2018-34229). Evidently there were several 170.6 challenges in that case as well. The court has reviewed the moving papers. ROA 13-17. Opposition was filed as well. ROA 18-21. The court heard extensive argument from both sides, and the hearing was reported by a pro tem reporter.

2. Applicable Standards.

The decision whether to grant a *pendente lite* injunction is within the trial court's discretion. *IT Corp v. County of Imperial* (1983) 35 Cal. 3d 63, 69. The trial court must evaluate two interrelated factors when deciding whether to issue a preliminary injunction: (1) the likelihood the plaintiff will prevail on the merits at trial; and (2) the interim harm that will occur if the injunction is denied as compared with the harm that the defendant would be likely to suffer if the preliminary injunction were issued. *Department of Fish & Game v. Anderson-Cottonwood Irrig. Dist.* (1992) 8 Cal.App.4th 1554, 1560.

3. Ruling.

The *ex parte* application is granted, and the foreclosure is temporarily restrained pending hearing on the preliminary injunction. This case is ordered set for a status conference before Judge Sturgeon in Dept. 67 at 2:00 p.m. on August 20, 2018 (the same hour already set for a hearing in Case No. 2018-34229). The case is transferred to Judge Sturgeon, who will set and hear the preliminary injunction within 21 days (unless the parties waive time). The cases are not consolidated as yet; consolidation would be up to Judge Sturgeon. The court makes this transfer decision in light of the identity of the parties in the two cases, and the need to avoid potentially inconsistent rulings and duplication of effort.

IT IS SO ORDERED.

EXHIBIT G

1 Steven W. Blake, Esq., SBN 235502
2 Andrew W. Hall, Esq., SBN 257547
3 Daniel Watts, Esq. SBN 277861
4 **GALUPPO & BLAKE**
5 A Professional Law Corporation
6 2792 Gateway Road, Suite 102
7 Carlsbad, California 92009
8 Phone: (760) 431-4575
9 Fax: (760) 431-4579

ELECTRONICALLY FILED
Superior Court of California
County of San Diego
~~12/13/2018~~ 12/13/2018 10:09:00 AM
Office of the Superior Court
By Lee McAlister Deputy Clerk

10 Attorneys for Defendants Ninus Malan, American Lending and Holdings, LLC

11 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

12 CENTRAL DIVISION

13 SH WESTPOINT INVESTMENTS GROUP,
14 LLC; SALAM RAZUKI;

15 Plaintiffs,

16 vs.

17 NINUS MALAN, an individual; AMERICAN
18 LEADING [sic] AND HOLDINGS, LLC, a
19 California limited liability company; and
20 DOES 1-100, inclusive,

21 Defendants.

Case No.: 37-2018-00039388-CU-OR-CTL

Assigned: Hon. Eddie Sturgeon
Dept.: C-67

***Proposed Order Denying Plaintiffs' Ex
Parte Application for Temporary
Restraining Order***

Date: December 13, 2018
Time: 8:30 a.m.
Judge: Sturgeon
Dept.: C-67

1 **Proposed Order**

2 The ex parte application of Plaintiffs Salam Razuki and SH Westpoint Investments
3 Group, LLC, for a temporary restraining order enjoining Defendant Ninus Malan from selling,
4 transferring, or encumbering any and all assets of Defendant American Lending and Holdings,
5 LLC without prior Court approval and for an order to show cause regarding the same, came on
6 before the court on December 13, 2018 at 8:30 a.m. in Department C-67 of the Superior Court
7 for the County of San Diego, Judge Eddie Sturgeon presiding. Counsel Steve Elia and James
8 Joseph appeared for Plaintiffs. Counsel Daniel Watts appeared for Defendants. Attorney Tamara
9 Leetham specially appeared for Ninus Malan.

10 The court heard argument after reviewing Plaintiffs’ ex parte application and supporting
11 evidence, Defendants’ opposition and supporting evidence, and Plaintiffs’ reply. After receiving
12 evidence and argument, the court denied Plaintiffs’ ex parte application. The court specifically
13 noted it found a lack of probability of success on the merits of Plaintiffs’ claims, and ordered
14 attorney Daniel Watts to make note of that finding in the order, which the court also ordered
15 Watts to prepare.

16 The court ORDERS:

- 17 1. Plaintiffs’ ex parte application is denied.
18 2. The court finds a lack of probability of success on the merits of Plaintiffs’ claims.

19 IT IS SO ORDERED.

20 12/23/18
21 Dated: ~~December 13, 2018~~



22 SUPERIOR COURT JUDGE
23 Eddie L. Sturgeon

EXHIBIT H

JP

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:
SH WESTPOINT INVESTMENTS
GROUP, LLC

AND WHEN RECORDED MAIL TO:
ELIA LAW FIRM, APC
ATTN: Steven A. Elia
2221 Camino Del Rio S., Ste 207
San Diego, CA 92108

DOC# 2019-0087955



Mar 12, 2019 01:30 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$95.00 (SB2 Atkins: \$75.00)

PAGES: 3

THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF PENDENCY OF ACTION (LIS PENDENS)

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

1 Steven A. Elia (State Bar No. 217200)
Maura Griffin, *Of Counsel* (State Bar No. 264461)
2 James Joseph (State Bar No. 309883)
ELIA LAW FIRM, APC
3 2221 Camino Del Rio South, Suite 207
San Diego, California 92108
4 Telephone: (619) 444-2244
Facsimile: (619) 440-2233
5 Email: steve@elialaw.com
maura@elialaw.com
6 james@elialaw.com

7 Attorneys for Plaintiffs
SH WESTPOINT INVESTMENTS GROUP, LLC
8 and SALAM RAZUKI

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

11 SH WESTPOINT INVESTMENTS GROUP,
12 LLC, a California limited liability company;
and, SALAM RAZUKI, an individual,

13 Plaintiff,

14 v.

15 NINUS MALAN, an individual;
16 AMERICAN LENDING AND HOLDINGS,
17 LLC, a California limited liability company;
and, DOES 1-100, inclusive,

18 Defendants.

CASE NO. 37-2018-0039388-CU-OR-CTL
NOTICE OF PENDENCY OF ACTION
(LIS PENDENS)

21 **PLEASE TAKE NOTICE THAT** the above captioned action concerning and affecting real
22 property as described herein was commenced on August 7, 2018 in the above-entitled Court by Plaintiffs
23 SH WESTPOINT INVESTMENTS GROUP, LLC and SALAM RAZUKI, against Defendants NINUS
24 MALAN and AMERICAN LENDING AND HOLDINGS, LLC.

25 The action includes a cause of action to quiet title to the real property as described herein. The
26 reputed owner of the real property as described herein is SH WESTPOINT INVESTMENTS GROUP,
27 LLC.

1 The object of this action is to quiet title to the following real property located in the City of
2 Chula Vista, County of San Diego, State of California and described as follows:

3 The real property commonly known as and located at 136 H Street, Chula Vista, CA 91910
4 which is also known as San Diego County Assessor's Parcel Number 569-351-02-00 and is further
5 legally described as:

6 LOT 59 OF VISTA SAN MIGUEL, IN THE CITY OF CHULA VISTA,
7 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING
8 TO MAP THEREOF NO. 2702, FILED IN THE OFFICE OF THE
9 COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 20,
10 1950.

11 DATED: 2/13/19

ELIA LAW FIRM, APC

12
13 By: 

14 Steve A. Elia
15 Maura Griffin
16 James Joseph
17 Attorneys for Plaintiffs SH WESTPOINT
18 INVESTMENTS GROUP, LLC and SALAM
19 RAZUKI
20
21
22
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24
25
26
27
28

EXHIBIT I

DOC# 2023-0152931



Jun 12, 2023 01:38 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

TLS

PO Box 910739

San Diego, CA 92191-0739

PAGES: 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No.: 230215061
APN: 569-351-02-00

Loan No.: Ninus50k
Property Address: 136 H Street Chula Vista, CA 91910

Order No. 95527177

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

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TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

PURSUANT TO CIVIL CODE §2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED OR PUBLISHED COPY OF THIS DOCUMENT, BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/1/2019. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cashier's check drawn on a state or national bank, cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. No cashier's checks older than 60 days from the day of sale will be accepted.

Trustor: **Ninus Malan, Managing Member of American Lending and Holdings, LLC, a California Limited Liability Company**

Duly Appointed Trustee: **Total Lender Solutions, Inc.**

Recorded **2/19/2019** as Instrument No. **2019-0056733** in book , page of Official Records in the office of the Recorder of **San Diego** County, California,

Date of Sale: **7/10/2023 at 10:30 AM**

Place of Sale: **by the statue at entrance to East County Regional Center, 250 East Main Street, El Cajon, CA**

Amount of unpaid balance and other charges: **\$403,219.55**

Street Address or other common designation of real property: **136 H Street
Chula Vista, CA 91910**

A.P.N.: **569-351-02-00**

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call **(877) 440-4460** or visit this Internet Web site **www.mkconsultantsinc.com**, using the file number assigned to this case **230215061**. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

NOTICE TO TENANT: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call **(877) 440-4460**, or visit this internet website site **www.flssales.info**, using the file number assigned to this case **230215061** to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you

think you may qualify as an “eligible tenant buyer” or “eligible bidder,” you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

Date: 6/9/2023

**Total Lender Solutions, Inc.
10505 Sorrento Valley Road, Suite 125
San Diego, CA 92121
Phone: 866-535-3736
Sale Line: (877) 440-4460**

BY: 
Rachel Seropian, Trustee Sale Officer

EXHIBIT J

RECORDING REQUESTED BY:

DOC# 2023-0041048



Feb 16, 2023 03:23 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

TLS

WHEN RECORDED MAIL TO:

TLS

PO Box 910739

San Diego, CA 92191-0739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: 230215060

Loan No.: Ninus20k

A.P.N.: 569-351-02

Property Address: 136 H Street Chula Vista, CA 91910

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

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IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$92,186.56** as of **2/15/2023** and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

**G10 Galuppo Law
c/o Total Lender Solutions, Inc.
10505 Sorrento Valley Road, Suite 125
San Diego, CA 92121
Phone: 866-535-3736**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **Total Lender Solutions, Inc.** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **2/1/2019**, executed by **Ninus Malan, Managing Member of American Lending and Holdings, LLC, a California Limited Liability Company**, as Trustor, to secure certain obligations in favor of **the Trust Account of G10 Galuppo Law, a Professional Law Corporation for the benefit and defense of Total Lender Solutions**, as beneficiary, recorded **2/19/2019**, as Instrument No. **2019-0056732**, in Book , Page , of Official Records in the Office of the Recorder of **San Diego** County, California describing land therein as: As more fully described on said Deed of Trust.

Including one **NOTE(S) FOR THE ORIGINAL** sum of **\$20,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The balance of principal and interest which became due on 8/1/2019, along with late charges, foreclosure fees and costs any legal fees or advances that have become due, plus any other obligations, including taxes, insurance payments, and any payments due senior liens or leaseholds which obligations are secured by the deed of trust which is in default plus impounds and/or advances and late charges that become payable.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The beneficiary or its agent has declared that this loan is exempt from the provisions of Civil Code §§2923.5 or 2923.55.

Dated: 2/15/2023

Total Lender Solutions

BY: 
Rachel Seropian, Trustee Sale Officer

The above named trustee may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

Declaration of Beneficiary Pursuant to Civil Code §2923.5(b)¹

Borrower(s): American Lending and Holdings, LLC, California Limited Liability Company

Beneficiary: G10 GALUPPO LAW, A Professional Law Corporation

Property Address: 136 H Street, Chula Vista, CA 91910

TS Number: 230215060

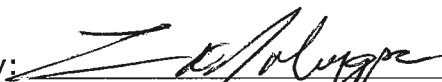
The undersigned, as an authorized agent named below declares that:

1. ■ The beneficiary has contacted the borrower pursuant to Cal. Civil Code §2923.5 (a)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. Despite the exercise of due diligence pursuant to Cal. Civil Code §2923.5(e), the beneficiary has been unable to contact the borrower "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the beneficiary because pursuant to (a) Civil Code § 2920.5(c), the individual(s) did not meet the definition of "borrower," or (b) Civil Code §2924.15(a)(2)(B)(i) the property is owned by an (x) individual who owns more than three residential properties containing no more than four dwelling units, or (y) entity.
4. The requirements of Cal. Civil Code §2923.5 do not apply because the borrower, mortgage/deed of trust or real property does not meet the criteria described in Cal. Civil Code §2924.15(a).
5. With respect to Cal. Civil Code §3273.10:
The beneficiary received a request for a forbearance in connection with COVID-19 from the borrower, and such request was denied. A copy of the written notice is attached; AND forbearance was or was not subsequently provided.
6. ■ The requirements of Cal. Civil Code §2923.5 do not apply because the beneficiary is not a licensed depository institution chartered under federal or state law, covered by the licensing requirements of Division 9 commencing with Section 22000 or Division 20 commencing with Section 50000 of the Financial Code, or Part 1 commencing with Section 10000 of Division 4 of the Business and Professions Code.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence, which the beneficiary has reviewed to substantiate that borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: 2/10/23

G10 GALUPPO LAW, A Professional Law Corporation Beneficiary

By: 

Name: Louis A. Galuppo

Title: Esq.

¹ for servicers with 175 and under foreclosure volume

RECORDING REQUESTED BY:

DOC# 2023-0041054



Feb 16, 2023 03:26 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

TLS

WHEN RECORDED MAIL TO:

TLS
PO Box 910739
San Diego, CA 92191-0739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: 230215061

Loan No.: Ninus50k

A.P.N.: 569-351-02

Property Address: 136 H Street Chula Vista, CA 91910

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

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LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

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and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$228,862.36** as of **2/15/2023** and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

**G10 Galuppo Law
c/o Total Lender Solutions, Inc.
10505 Sorrento Valley Road, Suite 125
San Diego, CA 92121
Phone: 866-535-3736**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **Total Lender Solutions, Inc.** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **2/1/2019**, executed by **Ninus Malan, Managing Member of American Lending and Holdings, LLC, a California Limited Liability Company**, as Trustor, to secure certain obligations in favor of **G10 Galuppo Law, a Professional Law Corporation**, as beneficiary, recorded **2/19/2019**, as Instrument No. **2019-0056733**, in Book , Page , of Official Records in the Office of the Recorder of **San Diego** County, California describing land therein as: As more fully described on said Deed of Trust.

Including one **NOTE(S) FOR THE ORIGINAL** sum of **\$50,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The balance of principal and interest which became due on 8/1/2019, along with late charges, foreclosure fees and costs any legal fees or advances that have become due, plus any other obligations, including taxes, insurance payments, and any payments due senior liens or leaseholds which obligations are secured by the deed of trust which is in default plus impounds and/or advances and late charges that become payable.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The beneficiary or its agent has declared that this loan is exempt from the provisions of Civil Code §§2923.5 or 2923.55.

Dated: 2/15/2023

Total Lender Solutions, Inc.

BY: 
Rachel Seropian, Trustee Sale Officer

The above named trustee may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

Declaration of Beneficiary Pursuant to Civil Code §2923.5(b)¹

Borrower(s): American Lending and Holdings, LLC, California Limited Liability Company

Beneficiary: G10 GALUPPO LAW, A Professional Law Corporation

Property Address: 136 H Street, Chula Vista, CA 91910

TS Number: 230215061

The undersigned, as an authorized agent named below declares that:

1. ■ The beneficiary has contacted the borrower pursuant to Cal. Civil Code §2923.5 (a)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. Despite the exercise of due diligence pursuant to Cal. Civil Code §2923.5(e), the beneficiary has been unable to contact the borrower "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the beneficiary because pursuant to (a) Civil Code § 2920.5(c), the individual(s) did not meet the definition of "borrower," or (b) Civil Code §2924.15(a)(2)(B)(i) the property is owned by an (x) individual who owns more than three residential properties containing no more than four dwelling units, or (y) entity.
4. The requirements of Cal. Civil Code §2923.5 do not apply because the borrower, mortgage/deed of trust or real property does not meet the criteria described in Cal. Civil Code §2924.15(a).
5. With respect to Cal. Civil Code §3273.10:
The beneficiary received a request for a forbearance in connection with COVID-19 from the borrower, and such request was denied. A copy of the written notice is attached; AND forbearance was or was not subsequently provided.
6. ■ The requirements of Cal. Civil Code §2923.5 do not apply because the beneficiary is not a licensed depository institution chartered under federal or state law, covered by the licensing requirements of Division 9 commencing with Section 22000 or Division 20 commencing with Section 50000 of the Financial Code, or Part 1 commencing with Section 10000 of Division 4 of the Business and Professions Code.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence, which the beneficiary has reviewed to substantiate that borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: 2/8/23

G10 GALUPPO LAW, A Professional Law Corporation Beneficiary

By: 

Name: Louis A. Galuppo

Title: Esq.

¹ for servicers with 175 and under foreclosure volume

EXHIBIT K

RECORDING REQUESTED BY:

DOC# 2023-0041054



Feb 16, 2023 03:26 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$98.00 (SB2 Atkins: \$75.00)

PAGES: 3

TLS

WHEN RECORDED MAIL TO:

TLS
PO Box 910739
San Diego, CA 92191-0739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: 230215061

Loan No.: Ninus50k

A.P.N.: 569-351-02

Property Address: 136 H Street Chula Vista, CA 91910

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注: 本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

PURSUANT TO CIVIL CODE §2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT, BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$228,862.36** as of **2/15/2023** and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

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That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

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G10 GALUPPO LAW, A Professional Law Corporation Beneficiary

By: 

Name: Louis A. Galuppo

Title: Esq.

¹ for servicers with 175 and under foreclosure volume