

# EXHIBIT A

**AFFIDAVIT OF JACOB L. PORTER**

1 I, Jacob L. Porter, declare as follows:

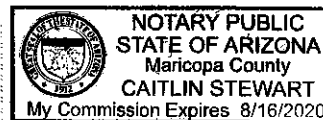
2  
3 1. I am a legal assistant and employee of Maxwell & Morgan, P.C. I make this  
4 declaration in support of Plaintiff's Response to Motion to Set Aside Default based upon my  
5 personal experience in meeting with Defendant Carlos Mejia. If called as a witness, I could  
6 and would testify competently to its contents.

7  
8 2. On May 12, 2016, I conducted an in-office conference with Defendant Carlos  
9 Mejia regarding his receipt of personal service of the Summons and Complaint in Superior  
10 Court Case No. CV2016-094391. The meeting was conducted in the Spanish language as  
11 requested by Mr. Mejia. I went over the complaint with Mr. Mejia, discussed the lien  
12 foreclosure complaint in detail and what efforts could be done to resolve the matter. He  
13 stated that he would return home and have a family member who could write English help  
14 him in proposing a payment plan. I invited him to do so in writing as he was unable to do so  
15 and indicated that he could not read or write very well. He requested for a current payoff to  
16 be sent via mail to 7824 S. 73<sup>rd</sup> Lane, Laveen, Arizona 85339. He also indicated that he  
17 would forward a payment proposal to our office. On June 2, 2016, at Mr. Mejia's request I  
18 assisted in preparing and providing a lawsuit payoff.  
19  
20

21 I declare under penalty of perjury under the laws of the State of Arizona that the  
22 foregoing is true and correct. Executed this 28 day of April, 2017.

23  
24  
25 Caitlin Stewart  
26 Notary Public

Jacob L. Porter  
Jacob L. Porter



# EXHIBIT B

**AFFIDAVIT OF SAMUEL C. RICHARDSON**

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I, Samuel C. Richardson, declare as follows:

1. I am an attorney, licensed to practice in the State of Arizona, and I am an associate with Maxwell & Morgan, P.C., counsel for Plaintiff Laveen Meadows Homeowners Association. I make this declaration in support of Plaintiff's Response to Motion to Set Aside Default based upon my personal knowledge and my review of the documents maintained by the firm. If called upon as a witness, I could and would testify competently to its contents.

2. The firm maintains records relating to litigation matters it handles, which are generated contemporaneously and are maintained in the regular course of the firm's business. The records are reliable and the firm regularly relies on them for their accuracy and trustworthiness.

3. On June 7, 2016, I received a telephone call from Defendant Carlos Mejia ("Defendant"), in Spanish, who requested a payment plan to pay off the balance. I requested that he submit the payment proposal in writing. He indicated that he was unable to write the proposal in English. I then wrote down his proposal and relayed it to the Plaintiff, Laveen Meadows Homeowners Association. Defendant offered to pay \$300.00 per month until the balance was satisfied to resolve the pending litigation.

4. On July 25, 2016, I made a telephone call to Defendant and told him that the Association had declined his payment proposal. Defendant understood his offer was denied as the conversation was conducted in Spanish.

1           5.     On July 26, 2016, I received another telephone call from Defendant making a  
2 second payment proposal, which I relayed to the Association that same day. Defendant  
3 offered to pay \$4,000.00 down payment and \$300.00 per month until the balance was paid  
4 in full to resolve the litigation.

5  
6           6.     On August 25, 2016, I received a telephone call from Defendant requesting an  
7 update on the Association's determination with respect to his payment proposal. I told  
8 Defendant that the Association would make a determination at their next board meeting,  
9 scheduled for September 13, 2016.

10  
11           7.     On September 28, 2016, I received confirmation that the Association agreed to  
12 Defendant's exact proposal and payment terms.

13           8.     On October 6, 2016, I prepared and sent a Stipulation to Judgment to  
14 Defendant with the payment terms he had proposed. The Stipulation was sent to 7824 S. 73d  
15 Lane, Laveen, Arizona 85339.  
16

17           9.     I did not receive any further communications from Defendant regarding the  
18 payment agreement, nor did I receive any payments under the stipulation. The stipulation  
19 was not returned as undeliverable to the address provided.  
20

21           10.    The Application and Affidavit in Support of Entry of Default were filed on  
22 December 8, 2016 and mailed to Defendant at his property address. They were not returned  
23 as undeliverable to the address provided.  
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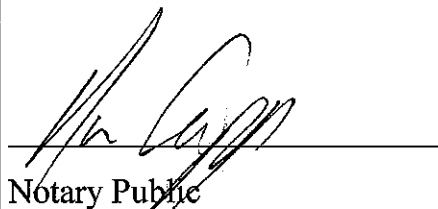
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I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

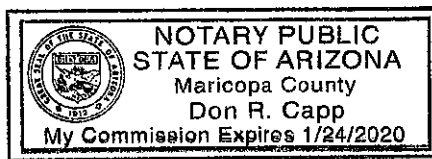
Executed this 20<sup>th</sup> day of April, 2017.



Samuel C. Richardson



Notary Public



# EXHIBIT C

B. Austin Baillio\*  
Emily E. Cooper  
Jeffrey B. Corben  
Chad M. Gallacher  
Penny L. Koepke  
Charles E. Maxwell  
Michael J. McGirr  
Brian W. Morgan\*\*  
W. William Nikolaus  
Samuel C. Richardson  
Rodrigo V. Sauaia†  
Charles B. Sellers  
Mark W. Waldron

LAW OFFICES OF

# Maxwell & Morgan, P.C.

Pierpont Commerce Center  
4854 East Baseline Road  
Suite 104  
Mesa, Arizona 85206

Telephone: 480.833.1001  
Facsimile: 480.969.8267  
Email: [mail@hoalaw.biz](mailto:mail@hoalaw.biz)  
[www.hoalaw.biz](http://www.hoalaw.biz)

\* Also admitted in California and Nevada  
\*\* Also admitted in Utah  
† Also admitted in Washington

*Representing Hundreds of Homeowner Associations Throughout Arizona*

October 6, 2016

Carlos Mejia  
7824 South 73rd Lane  
Laveen, AZ 85339

**Re: Laveen Meadows Homeowners' Association, Inc. v. Carlos Mejia  
CV2016-094391  
File No.: 4107.054**

Dear Mr. Carlos Mejia:

Enclosed please find a Stipulation to Judgment on Foreclose and Order Regarding Stipulation in the above-referenced matter. The same also includes compromise and release language. **Please sign the same where indicated and return it to my office for filing with the Court within 7 days from the date of this correspondence.** (A self-addressed stamped return envelope is enclosed herewith for your convenience.)

If you have any questions, please do not hesitate to contact this office. (Please note that receipt of any payments in accordance with the terms of the Stipulation may be deemed an acknowledgment by you that the Stipulation to Judgment and the terms therein are agreed to. As such, any payments received may be applied without restriction to attorney fees, costs, collection fees, fines, monetary penalties, interest, late charges, or any other applicable charges, in any order or priority at the Association's discretion and without regard to any statute otherwise directing application of payments. Nevertheless, **if you fail to sign and return the Stipulation to Judgment as set forth herein, the Association reserves the right to continue with the litigation.**)

Sincerely,



Samuel C. Richardson, Esq.

SCR :vg  
Enclosure

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

1 **MAXWELL & MORGAN, P.C.**  
2 PIERPONT COMMERCE CENTER  
3 4854 EAST BASELINE ROAD, SUITE 104  
4 MESA, ARIZONA 85206  
5 TELEPHONE: (480) 833-1001  
6 FAX: (480) 969-8267  
7 EMAIL: MAIL@HOALAW.BIZ  
8 FILE NO. 4107.054

9 SAMUEL C. RICHARDSON – STATE BAR NO. 028285  
10 *Attorneys for Plaintiff*

11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

12 **IN AND FOR THE COUNTY OF MARICOPA**

13 LAVEEN MEADOWS HOMEOWNERS  
14 ASSOCIATION, an Arizona nonprofit  
15 corporation,

16 Plaintiff,

17 vs.

18 CARLOS MEJIA, a married man, as his sole  
19 and separate property; STATE OF ARIZONA,  
20 a governmental entity; LEXINGTON  
21 NATIONAL INSURANCE CORPORATION;  
22 US IMMIGRATION BONDS AND  
23 INSURANCE SERVICES, INC.; UNITED  
24 STATES OF AMERICA, DEPARTMENT OF  
25 THE TREASURY-INTERNAL REVENUE  
26 SERVICE; THE UNKNOWN HEIRS AND  
27 DEVISEES OF ABOVE NAMED  
28 DEFENDANTS, IF DECEASED,

Defendants.

No. CV2016-094391

STIPULATION FOR JUDGMENT ON  
FORECLOSURE

22 The parties hereto, by and through counsel undersigned, hereby stipulate to judgment in  
23 favor of the Plaintiff, Laveen Meadows Homeowners Association (“Association”), and against  
24 Defendant Carlos Mejia, a married man, as his sole and separate property (sometimes “Mejia”), in  
25 accordance with the terms set forth below; and the parties hereto request the Court to enter the Order  
26 submitted herewith.





1           8.     Upon the sale of the Property, and in addition to the rights in paragraph 9 below, the  
2 Sheriff is ordered to issue a certificate of sale to the purchaser, and after the expiration of the  
3 statutory redemption period pertaining to real property, if redemption is not made, the Sheriff shall  
4 execute a Deed to the holder of said certificate and the grantee therein shall be let into the premises  
5 upon presentation of said Deed; and that if the grantee or its assignees are not let into possession  
6 upon presentation of said deed therefor, a writ of restitution may issue without further Order of the  
7 Court; and

8  
9           9.     Possession of the Property shall be vested in the purchaser immediately following the  
10 Sheriff's Sale, thereby entitling the right to pursue occupancy by all legal means;

11           10.    In exchange for the good and valuable consideration set forth above allowing  
12 payments to be made over time (instead of requiring full payment at this stage), Defendant hereby  
13 knowingly and voluntarily agrees to irrevocably release, waive, acquit and discharge the Plaintiff  
14 and its respective present and former officers, directors, managers, employees, attorneys, insurers,  
15 representatives, and agents for, from and against any and all claims, causes of action, damages,  
16 personal or economic injuries, rights or liabilities of whatsoever character which are known and  
17 which are not now known to Defendant but which may later develop, be discovered or accrue,  
18 including the effects or consequences thereof, arising out of or in connection with the delinquency  
19 and related litigation and any efforts to resolve, collect or enforce the same, or any other failures to  
20 act, statements, or activities of whatsoever kind or character that relate thereto or relate to this  
21 agreement or enforcement thereof now and at any and all times hereafter (hereinafter collectively  
22 "Claims"). The term "Claims" is intended to be broadly and comprehensively defined as including  
23 any and all manner of civil or regulatory fault or liability whatsoever, whether or not presently  
24 asserted, and whether predating this instrument or arising or discovered in the future. Defendant[s]

1 likewise acknowledges and agrees that he is expressly releasing all Claims known and suspected as  
2 well as all those unknown or not suspected and that said release includes and contemplates the  
3 extinguishment of all Claims under any and all applicable law. The foregoing release is intended to  
4 and can be used to completely bar any action or suit before any court, arbitral, or administrative  
5 body with respect to any claim under federal, state, local, or other law relating to any of the Claims  
6 released herein. It is also understood and agreed that your release and covenant not to sue shall be  
7 unaffected by any failure by you to strictly perform in accordance with the payment terms set forth  
8 above, nor shall this release and covenant not to sue eliminate your ongoing obligation to comply  
9 with the recorded CC&R's and other Association governing documents.  
10

11 11. The Parties agree that this is the entire integrated agreement between them with  
12 respect to the matters contained herein and there are no prior or contemporaneous oral agreements  
13 with regard to the matters contained herein.

14 12. The signature of the undersigned Defendant reflects that Defendant herein read the  
15 terms hereof, understands and agrees to the terms hereof, and had the opportunity to consult with  
16 legal counsel of his choosing.  
17

18 13. The parties request the Court to enter the Order Regarding Stipulated Judgment on  
19 Foreclosure submitted herewith.

20 DATED this 6<sup>th</sup> day of October, 2016.

21 MAXWELL & MORGAN, P.C.  
22

23 By \_\_\_\_\_  
24 Samuel C. Richardson, Esq.  
25 Chad M. Gallacher, Esq.  
26 4854 East Baseline Road, Suite 104  
Mesa, Arizona 85206  
Attorneys for Plaintiff

23 By \_\_\_\_\_  
24 Carlos Mejia  
25 7824 S 73rs Ln.  
Laveen, Arizona 85339  
26 Defendant *Pro Se*

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**COPY of the foregoing submitted for e-filing  
this \_\_\_ day of \_\_\_\_\_, 2016, to:**

**Judge of the Superior Court**

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1 **MAXWELL & MORGAN, P.C.**  
2 PIERPONT COMMERCE CENTER  
3 4854 EAST BASELINE ROAD, SUITE 104  
4 MESA, ARIZONA 85206  
5 TELEPHONE: (480) 833-1001  
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8 FILE NO. 4107.054

9 SAMUEL C. RICHARDSON – STATE BAR NO. 028285  
10 *Attorneys for Plaintiff*

11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

12 **IN AND FOR THE COUNTY OF MARICOPA**

13 LAVEEN MEADOWS HOMEOWNERS  
14 ASSOCIATION, an Arizona nonprofit  
15 corporation,

16 Plaintiff,

17 vs.

18 CARLOS MEJIA, a married man, as his sole  
19 and separate property; STATE OF ARIZONA,  
20 a governmental entity; LEXINGTON  
21 NATIONAL INSURANCE CORPORATION;  
22 US IMMIGRATION BONDS AND  
23 INSURANCE SERVICES, INC.; UNITED  
24 STATES OF AMERICA, DEPARTMENT OF  
25 THE TREASURY-INTERNAL REVENUE  
26 SERVICE; THE UNKNOWN HEIRS AND  
27 DEVISEES OF ABOVE NAMED  
28 DEFENDANTS, IF DECEASED,

Defendants.

No. CV2016-094391

ORDER REGARDING STIPULATION FOR  
JUDGMENT

Pursuant to the Stipulation For Judgment on Foreclosure, and good cause appearing,

IT IS HEREBY ORDERED granting the relief set forth in the Stipulation For Judgment on Foreclosure in favor of Plaintiff and against Defendant Carlos Mejia as more fully set forth in the Stipulation dated October 6, 2016.

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IT IS FURTHER ORDERED directing the Clerk of the Court to enter this Order Regarding  
Stipulated Judgment forthwith as there exists no just cause or reason for delay.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT