

EXHIBIT E

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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.**
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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

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 1. There is an indebtedness due and owing to the Association under the CC&R's,
2 Bylaws and Articles of Incorporation of the Association and that all such amounts are secured by a
3 lien against the Property, including all fixtures thereon (identified below) for:

4 Lot 63, of LAVEEN MEADOWS - PARCEL 2, according to the plat of
5 record in the office of the County Recorder of Maricopa County, Arizona,
6 recorded in Book 719 of Maps, Page 13,

7 aka 7824 South 73rd Lane, Laveen, AZ 85339

8 a. The principal sum in the amount of \$8,321.48 as of 2016, pursuant to A.R.S. §
9 33-1807(A), with additional assessments and charges accruing effective January 1, 2017;

10 b. Prejudgment interest of \$2.26 per diem from May 9, 2016;

11 c. Plaintiff's costs herein including the costs of foreclosure and title search, in an
12 amount of \$959.65 plus accruing costs incurred hereinafter;

13 d. Plaintiff's attorney fees herein in an amount of \$2,235.00, plus accruing
14 attorney fees incurred hereafter;

15 e. Post Judgment interest at 10% per annum on all amounts awarded herein.

16 2. That sums are secured by a lien against the Property and the lien is a valid first lien on
17 the Property and on the whole thereof, which lien is not subject to any homestead pursuant to A.R.S.
18 § 33-1807(C);

19 3. The Association's lien is a first lien upon the Property and is prior and superior to any
20 right, title, interest, lien, equity or estate of the Defendant herein; and to the extent that the Property
21 is foreclosed pursuant to the first Deed of Trust against the Property and there are no excess
22 proceeds, or if Plaintiff desires to proceed directly to collect upon the monetary portions of this
23 Stipulation, the Association shall be entitled to a money judgment against Defendant Mejia for the
24 amounts set forth above or any lesser amounts to the extent of offsetting excess proceeds
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1 4. The interests of the Defendants herein is hereby foreclosed, or any of them, and all
2 persons claiming under any of him, and the Defendant herein is forever barred from any or all right,
3 title, claim, interest or lien in and to the Property or with respect thereto, except such rights of
4 redemption as he may have by law;

5 5. Plaintiff's lien is hereby foreclosed and a special execution is hereby issued to the
6 Sheriff of Maricopa County, Arizona, directing him to seize and sell the Property as under execution
7 in satisfaction of all amounts due Plaintiff as aforesaid;

8 6. It is hereby directed that if there is any personal property present at or in the Property
9 at the time of the sale, the same will be deemed abandoned and sold as part of the Property if not
10 removed prior to the time the purchaser of the Property elects to take possession of the Property as
11 more fully set forth below, but no later than expiration of the redemption period, to the extent
12 permitted by law, and that the Property to be sold at public auction, and that Plaintiff may be the
13 purchaser at such sale;

14 7. Mejia agrees to a statutory redemption period of thirty (30) days; however, Plaintiff
15 agrees not to execute upon this Judgment so long as Mejia makes payments to the Plaintiff, c/o
16 Maxwell & Morgan, P.C., 4854 East Baseline Road, Ste. 104, Mesa, Arizona 85206, with an initial
17 payment of \$4,000.00 to be received on or before October 31, 2016 in the minimum amount of
18 \$300.00 per month, to be received no later than the 30th of each month, commencing November 30,
19 2016, and until the Judgment is paid in full; there shall be no grace period or right to additional
20 notice of intent to execute upon this Judgment if any payment is not received on or before the 30th of
21 each month; additionally, Defendant will pay the accruing monthly installments of the annual
22 assessments commencing January 1, 2017, in addition to any other accruing amounts as set forth
23 above.
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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]
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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

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

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

20 DATED this 6th 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

1 **MAXWELL & MORGAN, P.C.**
2 PIERPONT COMMERCE CENTER
3 4854 EAST BASELINE ROAD, SUITE 104
4 MESA, ARIZONA 85206
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18 CARLOS MEJIA, a married man, as his sole
19 and separate property; STATE OF ARIZONA,
20 a governmental entity; LEXINGTON
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25 THE TREASURY-INTERNAL REVENUE
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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.

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

3 DATED this ____ day of _____, 2016.

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6 JUDGE OF THE SUPERIOR COURT
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