

# **EXHIBIT A**

ORIGINAL

AUG 04 2017 FILED 10:00 AM  
MICHAEL K. JEANES, Clerk  
By: *[Signature]*  
T. Nestor-Donohue, Deputy

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9 CHAD M. GALLACHER - STATE BAR No. 025487  
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, INC., an Arizona  
15 non-profit corporation,

16 Plaintiff,

17 vs.

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

Defendants.

No. CV2016-094391

JUDGMENT ON FORECLOSURE

(Lien Foreclosure)

23 This matter having come regularly on Plaintiff's Application for Judgment by Default \*  
24 against Defendants Carlos Mejia, a married man, as his sole and separate property, Lexington  
25 National Insurance Corporation; US Immigration Bonds and Insurance Services, Inc.  
26 (collectively "Defendants"), and default of said Defendants having been duly entered; the  
27 State of Arizona and the United States of America, Department of the Treasury-Internal

\* And the Court has received all of the pending Supplemental Applications  
for Attorney's fees and costs and Objections to the request for default judgment, the  
requested principal amounts, attorney's fees and costs and Responses and Pre-hearing  
memorandums, and having fully considered them all. (178)



1 against the Property and that the lien is a valid first lien on the Property and on the whole  
2 thereof, which lien is not subject to any homestead pursuant to A.R.S. § 33-1807(C), except  
3 that the lien is not superior to the first deed of trust of JPMorgan Chase Bank, N.A., recorded  
4 July 29, 2011, at Document No.2011-0636115;

6 3. As to these Defendants, the Association's lien is adjudged to be a superior lien  
7 upon the Property and is prior and superior to any right, title, interest, lien, equity or estate of  
8 the Defendants herein; and to the extent that the Property is foreclosed pursuant to the first  
9 Deed of Trust against the Property and there are no or insufficient excess proceeds, the  
10 Association shall be entitled to a personal judgment against Defendants Mejia for the amounts  
11 set forth above that have not previously been reduced to a personal judgment against said  
12 Defendants, or any lesser amounts to the extent of offsetting excess proceeds or interim  
13 payments;

16 4. The interests of the Defendants herein are hereby foreclosed, or any of them,  
17 and all persons claiming under any of them, and the Defendants herein are forever barred  
18 from any or all right, title, claim, interest or lien in and to the Property or with respect thereto,  
19 except such rights of redemption as they may have by law;

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

25 6. It is hereby directed that if there is any personal property present at or in the  
26 Property at the time of the sale, the same will be deemed abandoned and sold as part of the  
27 Property if not removed prior to the time the purchaser of the Property elects to take  
28 possession of the Property as more fully set forth below, but no later than expiration of the

1 redemption period, to the extent permitted by law, and that the Property to be sold at public  
2 auction, and that Plaintiff may be the purchaser at such sale;

3  
4 7. It is declared that the redemption period shall be six (6) months, unless the  
5 property has been abandoned, in which event the redemption period shall be 30 days;

6 8. Upon the sale of the Property, and in addition to the rights in paragraph 9 below,  
7 the Sheriff is ordered to issue a certificate of sale to the purchaser, and after the expiration of  
8 the statutory redemption period pertaining to real property, if redemption is not made, the  
9 Sheriff shall execute a Deed to the holder of said certificate and the grantee therein shall be let  
10 into the premises upon presentation of said Deed; and that if the grantee or its assignees are  
11 not let into possession upon presentation of said deed therefor, a writ of possession will issue  
12 without further Order of the Court; and  
13

14  
15 9. Possession of the Property shall be vested in the purchaser immediately  
16 following the Sheriff's Sale as the holder of equitable title and thus entitling the purchaser to  
17 pursue occupancy by all legal means, subject only to Defendants' right of redemption  
18 pursuant to Arizona law.  
19

20 10. Dismissing this action as to the unknown heirs and devisees of any of the above  
21 named Defendants, if deceased, due to service upon all Defendants.

22 IT IS FURTHER ORDERED directing the Clerk of Court to enter this Judgment  
23 forthwith as there exists no just cause or reason for delay, and as no further matters remain  
24 pending, the Judgment is entered pursuant to Rule 54(c), ARCP.  
25

26 DONE IN OPEN COURT this 3 day of Aug, 2017.


27  
28   
COMMISSIONER OF THE SUPERIOR COURT  
COMMISSIONER MARGARET BENNY

Exhibit 1 : Principal

CV2016-094391  
Laveen Meadows  
Homeowners Association v.  
Carlos Mejia, et al.

Principal Sum	\$8843.48
minus all amounts prior to May 11, 2013	(2411.50)
minus 2016 Late fees in ledger but not included in principal balance	(120.00)
minus litigation Atty fees + costs in ledger but not included in principal balance	(3464.06)
	<hr/>
	\$ 2847.92
minus Defendant Carlos Mejia's payment *	(5000.00)
balance	<hr/>
	(\$2152.08)

\* Payment of \$5000 was tendered after default became effective, and Plaintiff accepted. Plaintiff had the grounds to file complaint to seek foreclosure at the time of the complaint. Plaintiff applied the payment towards principal but the amount was tendered without designation. It is ordered allowing foreclosure to proceed on remaining fees/costs. Amounts reflect the payment, making the amounts owed less.

# Exhibit 2 : Costs

CV 2016-094391  
Laven Meadows  
Homeowners Association v

Original Statement of Costs  
Amount:

\$ 1314.16

Minus:

Postage, Photocopies

(11.41)

Writ of Execution Fee \*

(27.00)

Sheriff Fee for Writ \*

(250.00)

Recording Fee \*

(18.00)

Certification Fee \*

(29.00)

Plus: Supplemental costs

37.35

Minus: Postage

(3.85)

Total

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\$1012.25

\* If incurred in future, Judgment Creditor/Plaintiff may apply for costs by filing a motion for post-judgment costs.

EX 3: Attorneys' Fees

CV 2016-094391  
Laveen Meadows  
Homeowners Association  
v. Carlos Mejia

Original Affidavit of Attorneys Fees: \$ 4190

(Court allows fees incurred regarding other defendants because defendant, as homeowners, failed to pay assessments, fees, that led to lawsuit)

Minus:

4/17-5/17 Prepared for and attendance at default hearing (estimated) ( 780)  
2.6 x \$300 = \$780

(because actual amounts in Supplemental Affidavit)

Flat rate for writ of execution \* ( 400)

Flat rate for Judgment Information Sheet \* ( 100)

Supplemental Affidavit for Attorneys' Fees: \$ 12,300

Minus:

4/28/17 PLK's work on Mo to Set Aside (WWN's time allowed) ( 450)

5/19/17 WWN's work on Mo to strike (SCA's time allowed) ( 150)

5/26/17 WWN's work on Mo to strike (SCA's time allowed) ( 120)

6/1/17 WWN's prep for court hearing (1.5) (BWN's time allowed) ( 450)

6/2/17 WWN's attendance at hearing w/BWM (2.0) (BWN's time allowed) ( 600)

6/15/17 WWN's work on prehearing memorandum (SCA's time allowed) ( 150)

6/19/17 BWM's 3.3 entry for drafting Judgment, Stat of Costs, Fees, Etc. b/c it is listed 2x. Duplicate is deleted. ( 990)

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\* In the future, if these fees are incurred, Plaintiff/Judgment Creditor may file a motion/application for post-judgment fees to be reviewed by Court to see if they comply with case law and statute.

Supplemental Affidavit for Attorneys' Fees

minus:

6/19/17 WVN's work re strategy conference (.4)  
+ final draft to publishing memorandum  
(.3) (other Atty's work allowed) (210)

6/20/17 WVN's attendance at evidentiary  
hearing (.7 x \$300/hr) (BWM's time allowed) (900)

Total Atty Fees  
Awarded

\$ 11,190.<sup>00</sup>

The Attorneys' fees included in the ledgers were expenses expended to encourage payments pre-litigation and were included as part of the principal owed. Defendant had opportunity to address at time of evidentiary hearing. The Court recognized those amounts within the 3 year statutory limitations period as part of the principal owed to Judgment Creditor and not as part of the litigation attorneys' fees.