

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
808 WILSHIRE BOULEVARD, 3<sup>RD</sup> FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

1 KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
2 GREGORY J. ALDISERT (SBN 115334)  
3 galdisert@kwikalaw.com  
4 808 Wilshire Boulevard, 3<sup>rd</sup> Floor  
5 Santa Monica, California 90401  
6 Telephone: 310.566.9800  
7 Facsimile: 310.566.9850  
8  
9 Attorneys for Plaintiff Christopher J. Ball  
10 and Marion Ball

8 **ADR SERVICES**

10 CHRISTOPHER J. BALL, an individual,  
11 Plaintiff,  
12 vs.  
13 PALISAIR HOMEOWNERS  
14 ASSOCIATION, a nonprofit corporation;  
15 FARYAN AFIFI, an individual; LARRY  
16 FRIEDMAN, an individual; and DOES 1-10,  
17 inclusive,  
18 Defendants.

Case No.: No case filed yet

**CHRIS AND MARION BALL'S  
CONFIDENTIAL MEDIATION BRIEF**

Mediation Date: July 1, 2015  
Time: 1:00 p.m.

[Before the Honorable Robert Letteau]

20 **SUBJECT TO MEDIATION PRIVILEGE**  
21 **CALIFORNIA EVIDENCE CODE SECTION 1119 *et seq.***  
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1 **I. INTRODUCTION**

2 This matter is a residential property dispute between a homeowner (Chris and Marion Ball)  
3 on the one hand, and an adjoining homeowner (Faryan Afifi) and a homeowner association  
4 (Palisair HOA) on the other hand. The gist of the case is that Afifi has violated the HOA's  
5 CC&Rs by building a McMansion on his property that towers over the Ball's property without  
6 obtaining HOA's approval in advance. The Afifi construction is ongoing. The HOA has acted  
7 negligently by allowing the unauthorized construction to proceed and failing to take into account  
8 the interests and views of the neighbors, including the Balls. It is nothing short of outrageous that  
9 Afifi has blindly built his compound without any regard for the HOA rules or his neighbors.  
10 Indeed, several neighbors are upset with the new construction and will be witnesses, if not parties,  
11 if a lawsuit is necessary. One neighbor, Gael Buzyn, expressed concern about a "potential  
12 disastrous visual impact."

13 And yet Afifi has rejected the Ball's landscaping proposal to plant trees on the Ball's  
14 property to shield them from this eyesore and Afifi refuses to pay for the landscaping. The HOA  
15 refuses to acknowledge its own negligence by failing to enforce the CC&Rs, and has been weak  
16 and ineffectual in its efforts to resolve this dispute.

17 **II. THE PARTIES**

18 **A. Chris and Marion Ball**

19 Chris and Marion Ball have lived at 1321 Las Pulgas Road, Pacific Palisades, California  
20 90272 for almost 19 years. Chris Ball is an owner of Wrekin Hill Entertainment LLC, an  
21 independent film producer and distributor. Before Wrekin Hill, Chris was an owner of the very  
22 successful independent film distributor Newmarket Films. Newmarket distributed "Passion of the  
23 Christ," "Whale Rider," "Monster," and many other indy film hits.

24 **B. The Palisair Homeowners Association**

25 The Palisair Homeowners Association covers approximately 140 homes in a portion of  
26 Pacific Palisades. The HOA is a non-profit corporation and has CC&Rs dating back to 1953 that  
27 govern residents of the Palisair Tracts. During 2014, Larry Friedman was the president and  
28

1 Francine Kirkpatrick was a board member and head of the Tree Committee. Ms. Kirkpatrick is  
2 currently president pro tem and David Schultz is vice president.

3 **C. Faryan Afifi**

4 Faryan Afifi purchased in July 2013 the property above and adjacent to the Ball's property.  
5 The address of Afifi's property is 1378 Las Canoas Road. Afifi tore down the existing house, and  
6 increased the size from 3,105 square feet in residential floor area to 7,556 square feet — a  
7 whopping increase of 4,281 square feet spread over three floors. The new house is still under  
8 construction. Afifi has graded part of the hillside in the back so that the house sits closer to the  
9 Ball's property. Afifi expanded the first and second floors and added a new basement level, an  
10 infinity pool, terraced gardens, and a large deck across the top of the basement which is partly  
11 cantilevered. Afifi has violated the CC&Rs, among other ways, by building his new house  
12 pursuant to plans that the HOA never approved.

13 **D. Chubb**

14 The HOA has a "Directors and Officers" liability policy through Chubb that has limits of  
15 \$1.0 million per claim and \$1.0 million per year.

16 **E. Larry Friedman**

17 If forced to file a lawsuit, the Balls will name Larry Friedman as a defendant. Friedman  
18 was president of the HOA and in charge of the Tract Committee which approved Afifi's  
19 preliminary plans but never approved the final plans. Nonetheless, Friedman took no action to  
20 stop Afifi from continuing the construction pursuant to the plans never approved by the HOA.  
21 Friedman also failed to consult with neighbors affected by the new construction.

22 **III. BACKGROUND FACTS**

23 **A. The Neighborhood**

24 The Palisair HOA consists of three tracts of primarily *one-story* single-family houses built  
25 in the 1950's and 1960's located in the hills north of Sunset Boulevard in Pacific Palisades. There  
26 are views of the ocean or the Santa Monica Mountains from many homes. The values of the  
27 homes are generally above \$2.0 million.  
28

1           **B.     The Old House**

2           Afifi purchased his house at 1378 Las Canoas Road for \$2.665 million in July 2013. The  
3 existing house was 3,275 square feet, and the entire parcel was only .29 acres. The modest two-  
4 story house was set close to Las Canoas Road away from the back side that abuts the Ball's  
5 property. We invite the mediator to Google the address using Zillow, and there are many photos  
6 of the old house, including the backyard.

7           **C.     The New Construction**

8           According to the HOA, Afifi submitted preliminary plans dated October 17, 2013 and  
9 there is a sticker on the plans indicating that the HOA approved these preliminary plans. These  
10 plans consist of an expanded two-story house with no basement. The HOA apparently issued a  
11 preliminary approval letter dated March 25, 2014.

12           According to the HOA, Afifi submitted to the HOA a second set of plans dated April 14,  
13 2014 which have been approved by the Department of Building and Safety for the City of Los  
14 Angeles. The HOA did *not* approve the revised plans and has not given final approval to Afifi's  
15 plans.

16           The revised plan calls for an expanded first floor of 2,882 square feet, an expanded second  
17 floor of 2,574 square feet, and a new basement of 2,100 square feet. The total square footage is  
18 7,556. The new house will dwarf almost all other houses in the Palisair tracts. The new footprint  
19 extends far beyond the footprint of the old house. It extends into the backyard toward the back  
20 property line near the Ball's property, and requires re-grading the hillside in the backyard near the  
21 Ball's property. The new plans contain a basement below the first story of the old house and the  
22 basement is closer to the back property line as well. Below the basement, there is new garden  
23 terracing and a new infinity pool in the re-graded backyard. Above the new basement, there sits a  
24 massive new deck that runs across the top of and overhangs the basement. These new structures  
25 sit within several feet of the Ball's property line. It does not appear that any of these new lower  
26 structures were part of the preliminary plans.

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1 Afifi began construction in approximately July 2014 and that construction continues to this  
2 day. Afifi tore down the old house (except for garage) and constructed a "McMansion" on the  
3 property. No story pole was used for neighbors to see the proposed scale of the construction.

4 **D. The Effect Of The New McMansion On The Balls And Other Neighbors**

5 Afifi's McMansion is an eyesore for the Balls and clearly detrimental to the neighborhood.  
6 Many residents object to the new McMansion and have expressed dissatisfaction to the Balls and  
7 the HOA about the new construction which is inconsistent with the character of the neighborhood.  
8 Adding insult to injury, the Tract Committee did not consult with the affected neighbors, including  
9 the Balls, before granting approval to the preliminary plans.

10 The new structures have caused many problems for the Balls and other neighbors. First,  
11 because the new massive structure is highly visible from the Ball's backyard, the Balls no longer  
12 have privacy in their backyard. Afifi's compound now sits virtually on top of the Ball's backyard.  
13 The Balls could barely even see the old house from their backyard before the new construction.  
14 Moreover, the Balls have also lost their privacy because Afifi will be able to hear virtually  
15 everything spoken in the Ball's backyard.

16 Second, the view from the Ball's backyard is partially impaired by the new construction.  
17 Previously, the Balls had a backyard view of an undeveloped hillside and a small portion of the old  
18 house. Now, Afifi's compound dominates the Ball's view from both the back and the front of  
19 their property (including from the street).

20 Third, the new construction has caused the Ball's property value to decrease. The Ball  
21 property is worth over \$3 million according to Zillow. An appraisal is premature because the new  
22 construction is still in progress. But there is no doubt the Ball's property — which now looks  
23 diminutive underneath Afifi's McMansion — has lost value due to the loss of privacy and the  
24 constant view of the McMansion.

25 Fourth, the Balls must now contend with noise from the new structures which are in closer  
26 proximity to their house. The noise problem is not just construction noise, but noise from hearing  
27 conversations on Afifi's property. There will be a separate noise problem if Afifi installs his pool  
28 equipment near the Ball's property line.

1 Finally, the new house will contain large glass-reflecting windows, which are inconsistent  
2 with the character of the neighborhood and produce substantial artificial light.

3 **IV. THE PALISAIR CC&R'S**

4 **A. Article IV: Tract Committee And Its Powers**

5 Article IV of the CC&Rs provides that a Tract Committee will enforce the CC&Rs and  
6 “shall exercise all rights, powers, duties and functions of, act as, and be, such Board of Directors.”  
7 CC&Rs Article IV, Section 1, p. 9.<sup>1</sup> That Section explains: “The Track Committee shall  
8 represent the interests of all landowners of the tract and in good faith shall execute, interpret and  
9 enforce these restrictions for the benefit of the tract and all landowners, within the purpose, spirit,  
10 meaning and intent thereof.” Article IV, Section 1, 2<sup>nd</sup> paragraph.

11 Article IV, Section 2(a) addresses approval of plans, and provides in part: “No residence,  
12 . . . or other structures, and no improvement, . . . , swimming pool . . . shall be erected,  
13 constructed, . . . and no cutting down, filling up or grading (except ‘fine’ grading for landscaping)  
14 shall be done on, under or about any land of said tract unless complete grading and/or building  
15 plans . . . and specifications thereof . . . together with plot plan indicating the location on the lot or  
16 building site, shall have been submitted to and approved in writing by the Tract Committee and a  
17 copy of such plans, specifications, and plot plan, as finally approved, permanently deposited with  
18 the Committee.” Article IV, Section 2(a), p. 9.

19 Article IV, Section 2(a) also provides in part: “The erection . . . of any . . . other structure  
20 of a similar or dissimilar nature, whether separate or an integral part of the dwelling, such as a  
21 residence addition, *shall be disapproved* or desisted from whenever such structure, because of its  
22 kind, shape, color, height, material, or location, in the opinion of the Tract Committee would be  
23 *unsightly, or detrimental to, or unreasonably obstruct or unreasonably diminish the nature or*  
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27 <sup>1</sup> The Palisair CC&Rs are attached as Exhibit A.  
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1 *quality of the view from any other land* in this or an adjoining tract, or otherwise *tend to lower the*  
2 *value of any land* of the tract.”<sup>2</sup> (p. 10).

3 Article IV, Section 2(b) provides in part: “Any deviation from, or alteration of, the plans  
4 and specifications as approved (except changes of the interior layout not affecting exterior  
5 appearance and design as approved) during the construction or at any time thereafter shall render  
6 the approval null and void, unless the Tract Committee’s written approval thereof is obtained in  
7 advance.”

8 Article IV, Section 4(a) provides in part: “The Tract Committee shall have the right and  
9 power, as to individual lots and building sites, and for good cause shown . . . to grant such other  
10 exceptions or waivers as may be required.” It goes on to say that if an exception is not recorded or  
11 identified on the approved plans, “the exception is to be stated in the writing by which the plans  
12 are approved.” Section 4(c) requires the landowner seeking the exception to “represent and  
13 warrant to the Tract Committee, in a signed certificate . . . that the proposed modifications are in  
14 full compliance with any and all Applicable Building Laws. The Tract Committee shall *then*, in  
15 its sole discretion and judgment act as is necessary or advisable . . . The consent of landowners  
16 shall not be required, *provided* that in the case of individual exceptions, *the neighbors possibly*  
17 *affected by such exception have been consulted.*”

18 The CC&Rs also state the Tract Committee “shall not be held liable for damages or  
19 otherwise by any landowner of the tract for decisions or actions made or executed in good faith in  
20 the performance of its functions.” Article IV, Section 1, 2<sup>nd</sup> paragraph.

21 **B. Article III: Building and Planting Restrictions**

22 Article III covers “Building and Planting Restrictions.” Section 1 provides in part:

23 “No structure of any kind shall exceed 15½ feet above the finished  
24 ground from the front of the building pad to the top of its ridge pole,  
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26 <sup>2</sup> Article V, Section 8 of the CC&Rs broadly defines “View” to include: “the ocean,  
27 mountains, city, valleys, canyons, sunrises and sunsets or any other sight deemed by the Trust  
28 Committee as being an important part of the property’s value that is entitled to protection.”

1 nor more than 14 feet above the finished floor, except that the Tract  
2 Committee in its sole discretion and *after consultation with the*  
3 *possibly affected neighbors may permit the erection of a structure*  
4 *higher than 15½ feet above the finished ground measured from the*  
5 *front of the building pad, provided it will not unreasonably obstruct*  
6 *or unreasonably diminish the quality and nature of the view from*  
7 *any other land of this or an adjoining tract.*

8 As provided for in Article IV, Sec 2, subsection (a), if  
9 cutting, filling, or grading creates a new building pad at a lower  
10 elevation than, and separate from, the original pad, then the above  
11 referenced ground level at the front of this new pad shall be used for  
12 measuring the allowable height of the new building portion. If the  
13 elevation is greater than the original pad the allowable building  
14 height shall be measured from the elevation of the original pad.

15 The 'sole discretion' of the Tract Committee must be  
16 exercised in good faith, non-arbitrarily and consistent with the  
17 Restrictions and applicable governing laws. In exercising this  
18 discretion, *the Tract Committee shall consider factors, including but*  
19 *not limited to, how the structure may impact property values,*  
20 *statements from members of the Association, the precedential effect*  
21 *of the decision on the Association and how said structure would*  
22 *affect the character of the neighborhood."*

23 Article III, Section 9 covers height limits and provides in part: "[T]rees shall not be  
24 placed, permitted or maintained on any land of this tract in such a location that they unreasonably  
25 obstruct or unreasonably diminish the quality and nature of the view from any other land in this or  
26 an adjoining tract."  
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1 C. Article V Covering Enforcement

2 Article V, Section 3 provides that if a landowner violates any of the CC&Rs, the Tract  
3 Committee has the right “to enter upon the land upon or as to which such violations or breach  
4 exist, and summarily to abate and remove at the expense of the owner thereof, any structure, thing  
5 or condition that may be or exist thereon contrary to the letter, intent, spirit or meaning of these  
6 restrictions . . .”

7 V. AFIFI VIOLATES THE CC&R’S WITH THE NEW CONSTRUCTION

8 At most, the HOA has approved Afifi’s preliminary plans dated October 17, 2013. These  
9 plans do not contain the new 2,100-square-foot basement. Afifi did submit revised plans dated  
10 April 14, 2014 which do contain the new 2,100-square-foot basement. It appears that the new  
11 plans either did not contain or modified the size and location of the new deck across the top of the  
12 basement, the terraced gardens, and the infinity pool. But the HOA has *not* approved these plans.  
13 Nonetheless, Afifi has moved forward with the construction of his new house, including the  
14 basement, pursuant to the April 14, 2014 plans. Accordingly, Afifi has violated Article IV,  
15 Section 2(a) by proceeding with construction without the prior written approval of the Tract  
16 Committee.

17 Second, Afifi has violated Article III, Section 1 because the new structure exceeds the  
18 15½-foot height limit above the new building pad. The new building pad must be measured from  
19 the floor of the basement level, and the distance between the basement and the top of the second  
20 floor (which is actually a third level) is at least 40 feet. And it appears that Afifi did not obtain an  
21 “exception” pursuant to Article IV, Section 4(a). The HOA letter dated March 25, 2014 approving  
22 the preliminary plans makes no mention of any exception and the exception had to be in writing.  
23 Article IV, Section 4; Exh. B.

24 Third, the footprint for the new construction covers a much bigger area of the Afifi  
25 property than the old house. But Afifi did not obtain the approval of the HOA to expand the  
26 footprint, particularly as expanded in the revised plans. The HOA issued no “exception” to allow  
27 Afifi to expand the building footprint either.  
28

1 Fourth, we believe that Afifi is not building his new house according to the plans approved  
2 by the City of Los Angeles. Because the Balls only received copies of the plans on June 24, 2015,  
3 they have not yet retained an expert to compare those plans with the actual construction. If the  
4 new construction varies from the plans approved by the City, Afifi will violate the Los Angeles  
5 Municipal Code as well as CC&Rs and will likely be forced to tear down at least part of his new  
6 construction.

7 **VI. THE HOA AND ITS PRESIDENT HAVE ACTED NEGLIGENTLY BY FAILING**  
8 **TO ENFORCE THE CC&R'S**

9 California case law permits a homeowner to sue a homeowners association based on the  
10 association's failure to enforce the CC&Rs. *White v. Cox*, 17 Cal.App.3d 824 (1971)  
11 (condominium owner could sue association for negligently maintaining sprinkler in common  
12 area); *Ritter & Ritter Inc. v. Churchill Condo Ass'n*, 166 Cal.App.4th 103, 120 (2008) (association  
13 is liable to member who suffers injury or damages from association's failure to maintain common  
14 areas); *Arias v. Katella Townhouse Homeowners Ass'n*, 127 Cal.App.4th 847 (2005)  
15 (condominium owner entitled to recover damages and attorneys' fees for association's failure to  
16 maintain common areas causing a mold to develop).

17 A homeowner may also sue a homeowners association over its failure to enforce the  
18 CC&Rs against another homeowner. *Telford v. Sagewood Homeowners Ass'n*, 2010 WL 4619986  
19 at \*4 (Cal. Court of Appeal 11/16/10).

20 Significantly, the CC&Rs do not contain an exculpatory clause for negligent conduct.  
21 Article IV, Section 1 states in part that the *Tract Committee* "shall not be liable for damages or  
22 otherwise by any landowner of the tract for decisions or actions made or executed in good faith in  
23 the performance of its functions." The CC&Rs define the Tract Committee as being the Board of  
24 Directors. Article IV, Section 1. But it does *not* so limit the liability of the HOA itself.  
25 Accordingly, the HOA cannot take advantage of this provision. Indeed, there is no exculpatory  
26 clause for the HOA itself in the CC&Rs. As a result, there is no contractual restriction on a  
27 homeowner's right to sue the HOA for negligence.  
28

1 Similarly, there is no exculpatory clause in the CC&Rs to protect the HOA's *officers* from  
2 liability for negligent conduct in carrying out their duties on behalf of the HOA. During 2014,  
3 Larry Friedman was the president of the HOA. Friedman was directly involved in authorizing  
4 Afifi's preliminary plans. Friedman took no action regarding the materially different new plans  
5 but nonetheless allowed the construction to continue. The exculpatory language in Article IV,  
6 Section 1 does not cover Friedman's conduct in his role as president of the HOA.

7 Moreover, even if the exculpatory language in Article IV, Section 1 could apply to the  
8 HOA and/or Friedman, the conduct of the HOA and Friedman does not qualify for exculpation.  
9 The exculpatory language is limited to circumstances where the Tract Committee has acted in  
10 *good faith*. Here, the Tract Committee did not act in good faith because it failed to consider the  
11 adverse effect of the new McMansion on other homeowners and the neighborhood.

12 The HOA acted negligently in several respects. First, it allowed Afifi to violate the  
13 CC&R's to build the new structures without approving the revised plans. Article IV, Section 2(a).  
14 Second, the Afifi compound required an "exception" (even for construction in the preliminary  
15 plans) pursuant to Article IV, Section 4(a) for both the new height and the new expanded  
16 footprint, and the HOA never issued an "exception." Third, the HOA violated its affirmative duty  
17 in Article IV, Section 2(a) to "disapprove[ ] or desist[ ] from [approval] whenever such structure,  
18 because of its kind, shape, color, height, material or location, in the opinion of the Tract  
19 Committee would be unsightly, or detrimental to, or unreasonably obstruct or unreasonably  
20 diminish the value or qualify of the view from any other land in this or adjoining tract, or  
21 otherwise tend to lower the value of any land of the tract." Further, the Tract Committee, and in  
22 particular Friedman, should have consulted with all affected homeowners about the new  
23 construction, but failed to do so.

24 **VII. AFIFI IS NOT ENTITLED TO PROTECTION OF HIS VIEWS FROM THE NEW**  
25 **STRUCTURES**

26 The CC&Rs provide for the protection of views. A neighbor cannot plant new trees or  
27 allow his existing trees to "unreasonably obstruct or unreasonably diminish the quality and nature  
28 of the view from any other land in this or an adjoining tract." Article III, Section 9. Afifi is not

1 entitled to protection of his views from new or existing trees because he has violated the CC&Rs.  
2 See Section V of this Mediation Brief. By failing to get approval for his new basement and other  
3 structures, he has no approval from the HOA *even for the new structures that were on the*  
4 *preliminary plans that were approved.* Article IV, Section 2(b).

5 Although the CC&Rs are silent as to whether the view protection section (Article III,  
6 Section 9) was intended to apply to new structures outside the original footprint of the existing  
7 house, the March 25, 2014 approval letter states as follows:

8 “We must also note that, based on our recent inquiry through our legal counsel,  
9 there are limitations posed to the protection afforded by the the CC&R to new  
10 views created by a second story addition. Specifically, the view protection under  
11 the CC&Rs extends only to those views which existed at the time the CC&Rs  
12 were initial drafted, not to views added by subsequent changes made to the  
13 structures within the Association. This limitation would only arise for your  
14 residence, if the owner of the one home adjacent to you proposed to add a second  
15 story addition, which would then impact the new views created by your addition.  
16 Of pertinent note, there is no loss of rights posed for your existing structure and  
17 views; if a proposed addition by a neighbor will affect the protected views of your  
18 currently existing residence, the Board will act for the preservation of those  
19 views. For that reason, we advise that you might take and retain photographs,  
20 demonstrating your current views from different portions of the residence.”

21 See Exhibit B. Accordingly, the view protection provision in the CC&Rs does not apply to Afifi’s  
22 new structures.

23 Afifi has failed to follow the rules and built a 7,500-square-foot home and extended his  
24 backyard toward the Ball property by re-grading his backyard. The Balls should have the right to  
25 plant sufficiently large and full trees to shield themselves from the new McMansion. The equities  
26 strongly favor the Ball’s right to do so.

## 27 **VIII. OUR SETTLEMENT PROPOSAL**

28 By email dated March 19, 2015, the HOA counsel stated that without addressing the cost  
issue, Afifi would agree “to allow for the installation of landscaping on your client’s side of the  
boundary at a height that would both provide your client privacy but preserve [Afifi’s] view from  
the pool area.” This was a non-starter because 1) Afifi was not offering anything given that Afifi  
has no veto right regarding the Ball’s landscaping, particularly if the landscaping did not block  
Afifi’s view from his property; 2) *the Balls do not believe it is possible to plant trees that will*  
*adequately protect their privacy (and shield them from viewing the McMansion) and protect*

1 Afifi's views from every spot on his property; and 3) the landscaping is costly and it is unfair to  
2 expect the Balls to pay for it.

3 By letter dated April 10, 2015, the Balls sent the HOA's counsel a settlement proposal  
4 whereby they made the following demand:

- 5 1. The Balls will plant four types of trees — Schinus Molle,  
6 Pinus Eldarica, Rhus Laricea and Arbutus Unedo — in the  
7 number and locations indicated on the enclosed plot map.
- 8 2. The Balls agree to keep the Schinus Molle and Pinus  
9 Eldarica trees at or below 45 feet, the Rhus Laricea at or  
10 below 40 feet, and the Arbutus Unedo at or below 25 feet.
- 11 3. The contract price for the trees, the landscaping, including  
12 soil retention walls and use of a 250 ton crane, and drip  
13 irrigation system is \$191,342.66. This cost must be borne by  
14 the HOA and/or Afifi.

12 See Exhibit C (4/10/15 letter including proposed contract from Allstate Landscape Services Inc.,  
13 plot map, and photos of trees). The HOA's counsel forwarded the settlement proposal to Afifi.  
14 The Balls never received any response to the settlement proposal from the HOA or Afifi. And the  
15 HOA has not even responded to the substance of the Ball's landscaping plan.

16 At this point, the HOA has tremendous leverage to force Afifi to agree to the Ball's  
17 landscaping plan (and to pay for at least part of the landscaping costs) in exchange for the HOA  
18 granting final approval of Afifi's new construction, including the 2,100-square-foot basement that  
19 was not included in the preliminary plans. Due to the exposure faced by the former president  
20 Larry Friedman — with no exculpatory clause to insulate him — the carrier Chubb should pay the

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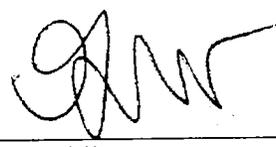
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KINSELLA WEITZMAN ISF KUMP & ALDISERT LLP  
808 WILSHIRE BO. 3RD FLOOR  
SANTA MONICA, CALIFORNIA 90401  
TEL 310.566.9800 • FAX 310.566.9850

1 balance of the Ball's landscaping costs. The diminution in the value of the Ball's property due to  
2 the HOA's negligence greatly exceeds the roughly \$200,000 in costs to implement the Ball's  
3 landscaping plan.

4  
5 DATED: June 29, 2015

KINSELLA WEITZMAN ISER  
KUMP & ALDISERT LLP

6  
7  
8 By: 

9 Gregory J. Aldisert  
10 Attorneys for Plaintiff  
11 Christopher J. Ball and Marion Ball  
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