

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Michael Whitaker

LAW OFFICE OF RICHARD JACOBS

Richard Jacobs, Esq.
13512 Hatteras St.
Valley Glen, CA 91401
Tel: (818) 216-0663, *facsimile* (818)780-8696
richardjacobslaw@gmail.com

Attorneys for Plaintiff Rancho Palos Verdes Estates LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RANCHO PALOS VERDES ESTATES LLC,)
a California Limited Liability Company;

Case No.: **21STCV16157**

COMPLAINT

Plaintiff,

v.

ROBERT R. MAXWELL and MCNAIR
MAXWELL, TRUSTEES OF THE
MAXWELL TRUST DATED FEBRUARY
23, 1994; and DOES 1-100,

Defendants

1 Plaintiff complains against Defendants as follows:

2 **PARTIES**

3 1. Plaintiff Rancho Palos Verdes Estates LLC, is a California Limited Liability
4 Company.

5 2. Plaintiffs are informed and believe, and thereon allege, that Defendants Robert R.
6 Maxwell and McNair C. Maxwell are individuals residing in the County of Los Angeles in the
7 State of California.

8 3. Robert R. Maxwell and McNair C. Maxwell are being sued in their capacity as
9 Trustees of the Maxwell Trust Dated February 23, 1994.

10 4. The true names and capacities of defendants named as Doe 1 through Doe 100,
11 inclusive, are presently unknown to Plaintiffs. Plaintiffs will amend this complaint, setting forth
12 the true names and capacities of these fictitious defendants when they are ascertained. Plaintiffs
13 are informed and believe, and on that basis alleges, that each of the fictitious defendants has
14 participated in the acts alleged in this complaint to have been done by the named defendants.

15 5. Plaintiffs are informed and believe, and on that basis allege, that at all relevant
16 times each of the defendants, whether named or fictitious, was the agent or employee of each of
17 the other defendants, and in doing the things alleged to have been done in the Complaint, acted
18 within the scope of such agency or employment, or ratified the acts of the other.

19 6. Plaintiffs are informed and believe, and on that basis allege, that at all relevant
20 times each of the defendants, whether named or fictitious, was the alter-ego of each of the other
21 defendants, and in doing the things alleged to have been done in the Complaint, acted with a
22 unity of interest such that the separate personalities of the corporate entity and the individual
23 defendants do not in reality exist and honoring the separate entities would result in an inequitable
24 result.

25 **VENUE**

1 16. As the initial threatening email was sent on the day before Thanksgiving, Plaintiff
2 was unable to respond immediately. Defendants' attorney Scott W. Wellman sent another email
3 on December 8, 2020. A copy of the email is attached hereto as Exhibit B.

4 17. Plaintiff responded to the email suggesting that the matter should be referred to
5 insurance, as Defendants' insurance would probably cover their encroachment onto Plaintiff's
6 property. A copy of the email is attached hereto as Exhibit C.

7 18. Defendants' attorney Scott W. Wellman replied stating that they would not be
8 submitting the matter to insurance and instead stating that Plaintiff should sell their property to
9 Defendants. A copy of the email is attached hereto as Exhibit D.

10 19. Plaintiff responded, again stating that it was no interested in selling the Rancho
11 Parcel. Plaintiff offered to have its insurance agent review Defendants' insurance policy
12 regarding the potential coverage. A copy of the email is attached hereto as Exhibit E.

13 20. Defendants' attorney Scott W. Wellman replied stating that they would not be
14 submitting the matter to insurance and once again stated that Plaintiff should sell the Rancho
15 Parcel to Defendants. A copy of the email is attached hereto as Exhibit F.

16 21. Plaintiff responded again, reiterating that the matter should be addressed through
17 insurance and providing an information link regarding coverage. A copy of the email is attached
18 hereto as Exhibit G.

19 22. Defendants' attorney Scott W. Wellman sent another email stating that they are
20 requesting a copy of the Homeowners' Policy. Once again, Defendants' attorney stated that
21 Plaintiff should simply sell his clients the Rancho Parcel. A copy of the email is attached hereto
22 as Exhibit H.

23 23. That was the last contact from Defendants' attorney Scott W. Wellman.

24 24. Plaintiff spent the next several months emailing Scott W. Wellman to follow-up
25 on the issue, but received no response.

26 25. Plaintiff emailed checking to see if Defendants had obtained a copy of their
27 insurance policy. A copy of the email is attached hereto as Exhibit I.
28

1 26. Plaintiff sent a follow-up email. A copy of the email is attached hereto as Exhibit
2 J.

3 27. Plaintiff sent another follow-up email. A copy of the email is attached hereto as
4 Exhibit K.

5 28. Having not received a reply in months, Plaintiff reached out to Debbie Allen, the
6 realtor who had listed the Maxwell Parcel for sale, in an attempt to obtain information.

7 29. Plaintiff spoke to Debbie Allen and followed up with an email. A copy of the
8 email is attached hereto as Exhibit L.

9 30. Defendants' new attorney Stephen Goldberg contacted Plaintiff via phone.
10 Plaintiff and Stephen Goldberg discussed the matter and Plaintiff offered Defendant a temporary
11 license for the portion of the Rancho Parcel that was being encroached upon for free to allow
12 peace of mind while the matter was being resolved.

13 31. Stephen Goldberg sent his contact information to Plaintiff via email. A copy of
14 the email is attached hereto as Exhibit M.

15 32. Plaintiff replied with a copy of the proposed license agreement. A copy of the
16 email and license agreement are attached hereto as Exhibit N.

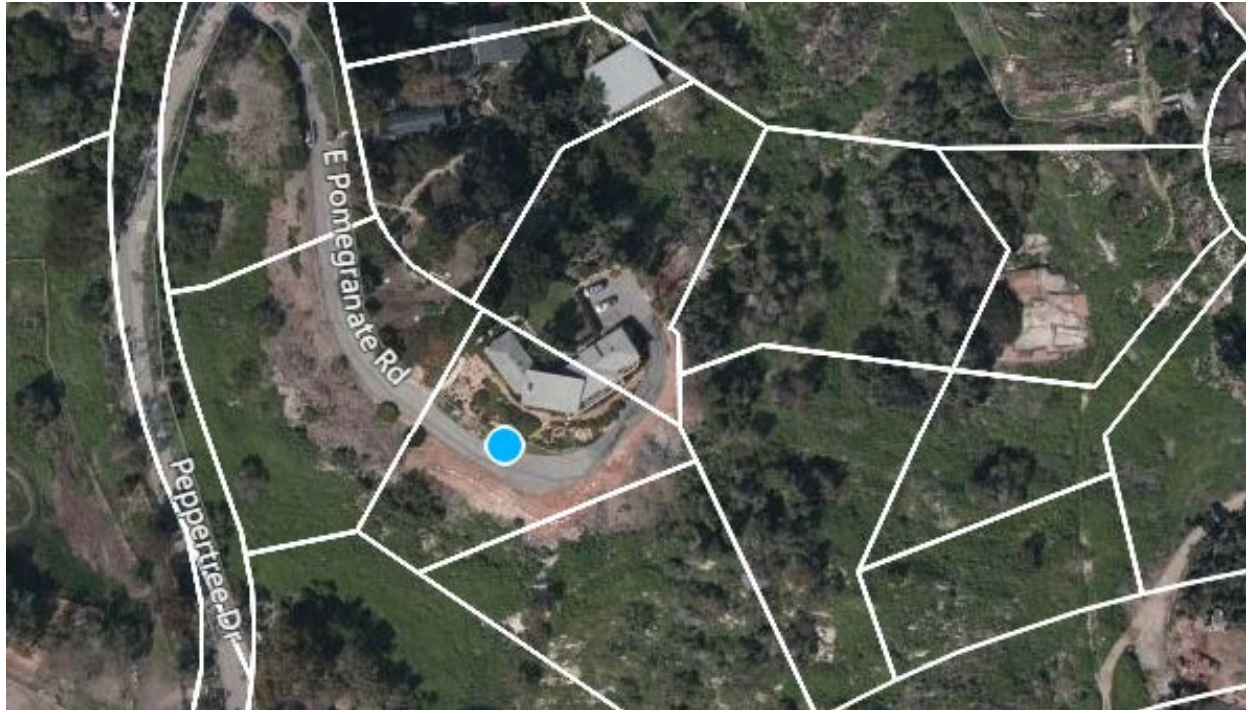
17 33. Stephen Goldberg replied declining the proposed license agreement. Instead,
18 Defendants were apparently going to rent the Maxwell Parcel out and either proceed with
19 litigation or simply not take any action at all to resolve the issue. A copy of the email is attached
20 hereto as Exhibit O.

21 34. Plaintiff replied stating that it was disappointing that Defendants were once again
22 threatening a court action rather than simply addressing the issue. A copy of the email is
23 attached hereto as Exhibit P.

24 35. Now that Defendants have apprised Plaintiff of their encroachment, Plaintiff must
25 take actions to protect itself and its property.

26 36. Plaintiff obtained an aerial photograph with the parcel map for the neighborhood
27 from the Stewart Title Database that shows the encroachment. The parcel marked with the blue
28

1 dot is the Rancho Parcel. The parcel immediately to its north is the Maxwell Parcel. As shown
2 in the aerial photograph, the majority of the house is now encroaching upon the Rancho Parcel.



- 15
- 16 37. Plaintiff now faces the following issues:
- 17 a. Defendants' house is encroaching upon Plaintiff's property making that
 - 18 portion of the Rancho Parcel unusable.
 - 19 b. Defendants' house is encroaching upon Plaintiff's property making the
 - 20 entire Ranch Parcel significantly harder to develop, if at all possible.
 - 21 c. Because Defendants' house is on Plaintiff's property, if there are any
 - 22 injuries at Defendants' house Plaintiff could be sued.
 - 23 d. As Defendants now apparently plan to rent their house out, there is a
 - 24 significant risk that this will create a landlord/tenant relationship between
 - 25 Plaintiff and the tenants as the majority of the house the tenants are renting
 - 26 is on Plaintiff's property.
- 27
28

- 1 e. As Defendants now apparently plan to rent their house out, the renters
2 could seek to impose liability against Plaintiff for any issues with the
3 portion of the house on Plaintiff's property.
- 4 f. Because Defendants' house has been steadily shifting onto Plaintiff's
5 property, the encroachment will continue to grow until it takes over the
6 entirety of the Rancho Parcel.

7 **FIRST CAUSE OF ACTION**

8 **(Trespass)**

- 9 38. Plaintiff incorporates each of the allegations set forth in paragraphs 1 through 37.
10 39. Plaintiff owns the Rancho Parcel.
11 40. Defendants intentionally, recklessly or negligently entered Plaintiff's property.
12 41. Defendants did not give permission for the entry.
13 42. Plaintiff was harmed, and continues to be harmed.
14 43. Defendants' conduct is a substantial factor in causing Plaintiff's harm.

15 **SECOND CAUSE OF ACTION**

16 **(Nuisance)**

- 17 44. Plaintiff incorporates each of the allegations set forth in paragraphs 1 through 43.
18 45. Plaintiff owns the Rancho Parcel.
19 46. Defendants, by acting or failing to act, created a condition or permitted a
20 condition to exist that is an obstruction to the free use of property, so as to interfere with the
21 comfortable enjoyment of life or property.
- 22 47. Defendants' conduct in acting or failing to act was intentional and unreasonable,
23 or unintentional but negligent or reckless.
- 24 48. This condition substantially interferes with Plaintiff's use or enjoyment of its
25 land.
- 26 49. An ordinary person would reasonably be annoyed or disturbed by Defendants'
27 conduct.
- 28

1 50. Plaintiff did not consent to Defendants' conduct.

2 51. Plaintiff was harmed.

3 52. Defendants' conduct is a substantial factor in causing Plaintiff's harm.

4 53. That the seriousness of the harm outweighs the public benefit of Defendants'
5 conduct.

6 **THIRD CAUSE OF ACTION**

7 **(Negligence)**

8 54. Plaintiff incorporates each of the allegations set forth in paragraphs 1 through 53.

9 55. Defendants owed Plaintiff a duty to act reasonably in maintaining their house and
10 preventing it from encroaching upon Plaintiff's property.

11 56. Defendants breached that duty of care.

12 57. Defendants also breached that duty of care by trespassing and creating nuisances
13 as detailed above.

14 58. Plaintiff was harmed by Defendants' actions.

15 59. Defendants' negligence was a substantial factor in causing Plaintiff's harm.

16 **FOURTH CAUSE OF ACTION**

17 **(Indemnification)**

18 60. Plaintiff incorporates each of the allegations set forth in paragraphs 1 through 59.

19 61. Defendants stated that they plan to rent their house out to 3rd party tenants.

20 62. As Defendants' house is now primarily on Plaintiff's property, there is a strong
21 possibility that the tenants would seek to impose a landlord/tenant relationship upon Plaintiff.

22 63. As well, if any incidents happen on Plaintiff's property due to the encroachment,
23 the affected parties could attempt to impose liability against Plaintiff.

24 **FIFTH CAUSE OF ACTION**

25 **(Apportionment of Rental Income)**

26 64. Plaintiff incorporates each of the allegations set forth in paragraphs 1 through 34.

27 65. Defendants' house is now primarily on Plaintiff's property.
28

EXHIBIT A



Ben Eilenberg <eilenberglegal@gmail.com>

7 E. Pomegranate, Rancho Palos Verdes, Ca.

Scott Wellman <swellman@w-wlaw.com>
To: "eilenberglegal@gmail.com" <eilenberglegal@gmail.com>
Cc: Kelsey K <kelsey@w-wlaw.com>

Wed, Nov 25, 2020 at 3:14 PM

Mr. Eilenberg: I represent the owner of the home located at 7 E. Pomegranate, Rancho Palos Verdes. My client is informed that you represent the owner of the downhill lot contiguous to my client's home. As a result of land slippage over the years, my clients home now appears to be encroaching on your client's lot. To remedy the situation, my client has several options. First, it is willing to buy the lot from your clients. Given that your client's lot is unbuildable this may be the easiest option and would provide some money to your client. A second option would be to bring an action to establish a prescriptive easement or an easement by necessity. This option is something my client would like to avoid if possible, as it would involve unneeded court action. However, our research is that such an action would be successful in establishing an easement. The third option is for your client and my client to agree to a lot line adjustment to correct the encroachment. My client's information is that your client recently paid about \$35,000 for the lot. My client would therefore be interested in what price your client would accept if the first option is one agreeable to you.

Please discuss the matter with your clients and let me know how you wish to proceed. Thank you,

Scott W. Wellman
Attorney at Law
Wellman & Warren LLP
[24411 Ridge Route, Suite 200](https://www.w-wlaw.com)
Laguna Hills, CA 92653
Tel.: (949) 580-3737
Fax: (949) 580-3738

www.w-wlaw.com

*****Privilege and Confidentiality Notice*****

The information contained in this e-mail message is attorney-client privileged and/or confidential information intended for the use of the named recipient only. You are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by replying to this electronic e-mail or call us at 949-580-3737. Thank you.

EXHIBIT B



Ben Eilenberg <eilenberglegal@gmail.com>

7 E. Pomegranate, Rancho Palos Verdes, Ca.

Scott Wellman <swellman@w-wlaw.com>
To: "eilenberglegal@gmail.com" <eilenberglegal@gmail.com>

Tue, Dec 8, 2020 at 2:16 PM

Mr. Eilenberg: This is my second request on the message below. I am available to discuss at any time.

Scott W. Wellman
Attorney at Law
Wellman & Warren LLP
24411 Ridge Route, Suite 200
Laguna Hills, CA 92653
Tel.: (949) 580-3737
Fax: (949) 580-3738

www.w-wlaw.com

Privilege and Confidentiality Notice

The information contained in this e-mail message is attorney-client privileged and/or confidential information intended for the use of the named recipient only. You are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by replying to this electronic e-mail or call us at 949-580-3737. Thank you.

From: Scott Wellman
Sent: Wednesday, November 25, 2020 3:14 PM
To: eilenberglegal@gmail.com
Cc: Kelsey K <kelsey@w-wlaw.com>

[Quoted text hidden]

[Quoted text hidden]

EXHIBIT C



Ben Eilenberg <eilenberglegal@gmail.com>

7 E. Pomegranate, Rancho Palos Verdes, Ca.

Ben Eilenberg <eilenberglegal@gmail.com>

Thu, Dec 17, 2020 at 8:42 AM

To: Scott Wellman <swellman@w-wlaw.com>

Mr. Wellman,

I received your initial email on the day before Thanksgiving threatening a lawsuit and had to wait until after the holidays were over to confer with my attorney and insurance agent. It was something of a shock to me that your initial approach to this situation would be to threaten a lawsuit rather than see if there was a reasonable solution.

After having consulted with my attorney and my insurance agent, it appears that the proper way to solve this issue is to make a claim against your client's homeowner's insurance to move or remove the house from our property. We are, of course, happy to assist you in your claim against your client's insurance. Please let me know if there is anything that you need on our end to assist you in making the claim so that your client can move or remove the house.

I wish this situation had not begun with attorney threatening a lawsuit on the day before Thanksgiving, but I remain hopeful that we can work together from here to fix the situation caused by your client.

Ben Eilenberg

[Quoted text hidden]

EXHIBIT D



Ben Eilenberg <eilenberglegal@gmail.com>

7 E. Pomegranate, Rancho Palos Verdes, Ca.

Scott Wellman <swellman@w-wlaw.com>
To: Ben Eilenberg <eilenberglegal@gmail.com>

Thu, Dec 17, 2020 at 10:57 AM

Mr. Eilenberg: Thank you for responding to my email. You may have misunderstood my earlier email. My intent was to present the various options to resolve the matter and invited you to contact me to discuss the options. Homeowner's insurance does not appear to be an option. However, working out a financial arrangement with your client would be an option as stated in my email. I apologize if you took the letter as a threat of litigation. This was not my intent and litigation would be a last resort option that we would like to avoid if possible. In this vein, please let me know if you would like to discuss a reasonable fee for the land involving a portion of the home that is encroaching. Perhaps we can do an independent appraisal of your land and then pro-rate it based on the encroachment area. I believe my client is open to any reasonable resolution. I will look forward to hearing from you.

Scott W. Wellman
Attorney at Law
Wellman & Warren LLP
24411 Ridge Route, Suite 200
Laguna Hills, CA 92653
Tel.: (949) 580-3737
Fax: (949) 580-3738

www.w-wlaw.com

Privilege and Confidentiality Notice

The information contained in this e-mail message is attorney-client privileged and/or confidential information intended for the use of the named recipient only. You are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by replying to this electronic e-mail or call us at 949-580-3737. Thank you.

[Quoted text hidden]

CAUTION: This email originated from outside of the company. **Do not** click links or open attachments unless you recognize the sender and know the content is safe. **NEVER** enter your email address and password if requested by any website.

EXHIBIT E



Ben Eilenberg <eilenberglegal@gmail.com>

7 E. Pomegranate, Rancho Palos Verdes, Ca.

Ben Eilenberg <eilenberglegal@gmail.com>
To: Scott Wellman <swellman@w-wlaw.com>

Mon, Dec 21, 2020 at 12:42 PM

We are not interested in selling the property.

Please send a copy of your clients' homeowners insurance police and I will have our insurance broker review it to show where coverage may help your client submit a claim to resolve the matter. Thank you in advance

Ben

[Quoted text hidden]

EXHIBIT F



Ben Eilenberg <eilenberglegal@gmail.com>

7 E. Pomegranate, Rancho Palos Verdes, Ca.

Scott Wellman <swellman@w-wlaw.com>
To: Ben Eilenberg <eilenberglegal@gmail.com>

Wed, Dec 23, 2020 at 11:05 AM

Ben:

In your email you stated that your client is not interested in selling the property. Given that your client paid \$33,000 for the property, I thought that your client might be interested in making a reasonable profit on the lot in a very short amount of time. If, however, your client is not interested in selling, can you provide me with your proposal of how to resolve this matter?

Your suggestion about utilizing homeowner's insurance does not work- HO policies do not cover boundary issues. Further the house and driveway cannot physically or legally be moved. Are you referring to title insurance? It appears that title insurance was obtained in the early 1970s, but it is unknown if any still covers the property and given that the landslide activity was underway at this time it is likely an exception to coverage. My client is making inquiries re the policy and coverage exceptions but this is an unlikely route to resolution.

I am trying to resolve this short of litigation, and I think this is in everyone's best interest. However, this will require a reasonable proposal from you.

In the meantime, please feel free to contact me to discuss resolving this matter.

Finally, can you let me know who you represent in this matter (i.e. who is the actual owner of the lot?).

Thank you,

Scott W. Wellman
Attorney at Law
Wellman & Warren LLP
24411 Ridge Route, Suite 200
Laguna Hills, CA 92653
Tel.: (949) 580-3737
Fax: (949) 580-3738

www.w-wlaw.com

Privilege and Confidentiality Notice

The information contained in this e-mail message is attorney-client privileged and/or confidential information intended for the use of the named recipient only. You are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by replying to this electronic e-mail or call us at 949-580-3737. Thank you.

EXHIBIT G



Ben Eilenberg <eilenberglegal@gmail.com>

7 E. Pomegranate, Rancho Palos Verdes, Ca.

Ben Eilenberg <eilenberglegal@gmail.com>
To: Scott Wellman <swellman@w-wlaw.com>

Thu, Dec 24, 2020 at 12:17 PM

Hello,

I am the manager and COO of the company that owns the property.

To address your question regarding insurance, I have included a link to a website addressing the question of homeowners' insurance covering landslides. The coverage questions often depend on a variety of factors, but homeowners' insurance often covers such issues. When I was younger I handled a case involving trespass claims with insurance issue through the Court of Appeal. It is an interesting area, but as you may know the general trend is for insurance coverage to be the default rather than the exception in almost all situations.

This is the link to an article that may help you:

<https://www.haffnerlawyers.com/insurance-coverage-in-california-for-landslides-and-earth-movement-the-difficult-and-slippery-road/>

As I previously stated, I request that you send us a copy of the homeowner's insurance policy as our insurance agent believes there is probably coverage and it would be valuable for all parties to see what solutions the insurance company can provide. We are happy to issue a demand against your client if you believe that would help start the insurance process. Please let me know.

Thank you in advance and I hope you and your family have a safe and happy holidays.

Ben

[Quoted text hidden]

EXHIBIT H



Ben Eilenberg <eilenberglegal@gmail.com>

7 Pomegranate, RPV

Scott Wellman <swellman@w-wlaw.com>
To: Ben Eilenberg <eilenberglegal@gmail.com>

Thu, Jan 7, 2021 at 9:26 AM

Hi Ben-

Thanks for your last email. I was out of the country on vacation, just getting back. My client has requested a copy of the full HO policy. It is being snail mailed and will then have to be forwarded via USPS as they have had a recent address change. It will likely take at least another 2 weeks to arrive. Thank you for the article link you sent, but those circumstances of a wildfire causing mudslides, leading to covered claims is irrelevant here, and given the circumstances of this area, we feel it's highly unlikely that any HO policy would lead to any coverage here. We will of course review the policy when we receive it.

The best solution for all that I can envision here is for my client to simply buy the lot, which as I stated would be our strong preference. So I'd like to ask one more time- what price do you have in mind?

Thank you

Scott W. Wellman
Attorney at Law
Wellman & Warren LLP
[24411 Ridge Route, Suite 200](https://www.w-wlaw.com)
Laguna Hills, CA 92653
Tel.: (949) 580-3737
Fax: (949) 580-3738

www.w-wlaw.com

Privilege and Confidentiality Notice

The information contained in this e-mail message is attorney-client privileged and/or confidential information intended for the use of the named recipient only. You are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by replying to this electronic e-mail or call us at 949-580-3737. Thank you.

EXHIBIT I



Ben Eilenberg <eilenberglegal@gmail.com>

7 Pomegranate, RPV

Ben Eilenberg <eilenberglegal@gmail.com>
To: Scott Wellman <swellman@w-wlaw.com>

Mon, Feb 15, 2021 at 4:13 PM

Hi Scott,

I'm following up to see if we have received the homeowner's policy. We have plans internally for the parcel, so we are not looking to sell at this time. However, let's see if the homeowner's policy solves the issue.

Thank you.

Ben

[Quoted text hidden]

EXHIBIT J



Ben Eilenberg <eilenberglegal@gmail.com>

7 Pomegranate, RPV

Ben Eilenberg <eilenberglegal@gmail.com>
To: Scott Wellman <swellman@w-wlaw.com>

Mon, Feb 15, 2021 at 4:13 PM

Hi Scott,

I'm following up to see if we have received the homeowner's policy. We have plans internally for the parcel, so we are not looking to sell at this time. However, let's see if the homeowner's policy solves the issue.

Thank you.

Ben

[Quoted text hidden]

EXHIBIT K



Ben Eilenberg <eilenberglegal@gmail.com>

7 Pomegranate, RPV

Ben Eilenberg <eilenberglegal@gmail.com>
To: Scott Wellman <swellman@w-wlaw.com>

Wed, Apr 7, 2021 at 3:27 PM

Scott,

I am concerned that we have not heard back from you on this. Since you called it to our attention, we now need to address the matter. Please contact me ASAP to let me know what is going on and whether you are still involved. If not, we can speak to your client directly. Please get back to me by the end of the week.

Thank you.

Ben
[Quoted text hidden]

EXHIBIT L

7 Pomegranate Road encroachment and aerial photo with approximate property lines

Sovereign Asset Managers <sovereignassetmanagers@gmail.com>

Fri, Mar 12, 2021 at 1:25 PM

To: Debbie@anchoredinthesouthbay.com

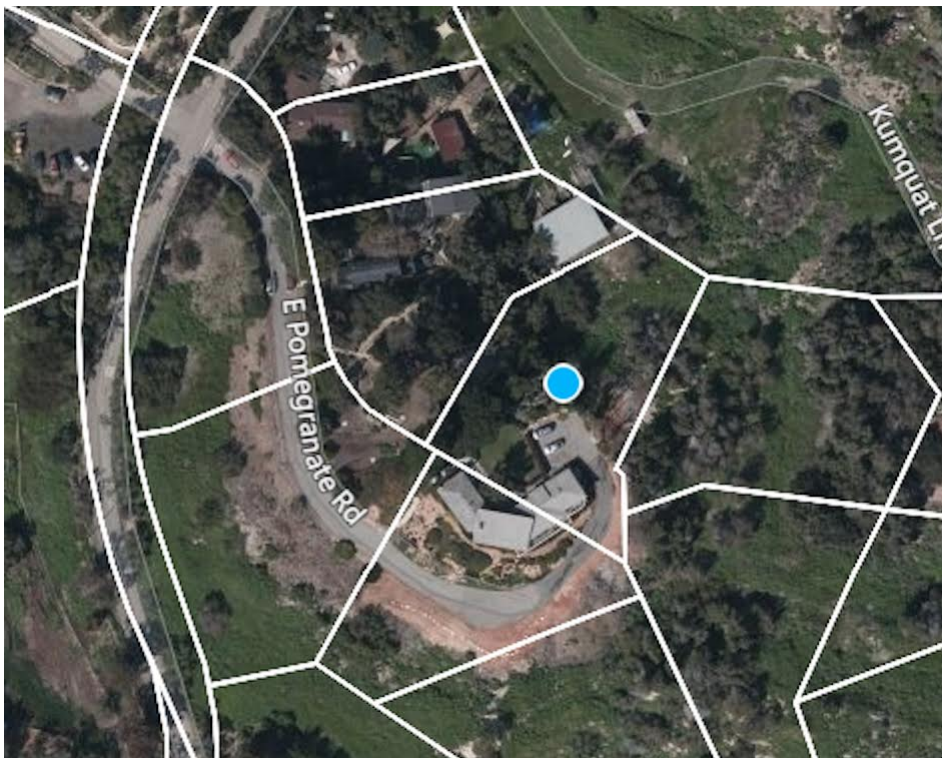
Bcc: eilenberglegal@gmail.com

Hi Debbie,

Thank you for taking the time to talk to me yesterday since I have not been able to get your client's attorney to respond. I'm hoping we can both work together towards a solution.

We appreciate that the attorney let us know about the issue so that we can all deal with it. I did talk again with the owners of the parcel and confirmed they do not have any interest in selling the property. However, hopefully your client's homeowners insurance proceeds will help remedy the encroachment.

For your submission to the homeowners insurance, I wanted to give you the attached overhead of the properties with lot lines that I pulled from the Stewart Title Database this morning. Hopefully this helps:



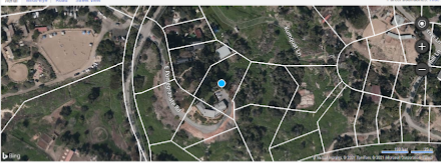
Please let me know who I should be talking to and what the proposed next steps are. I will follow up next week if I haven't heard from anyone. Thank you.

Ben
951-201-4783

Stowort
Dashboard Orders Property Profile Small Farms Street Rate Calculator Misc Tools Locations Admin

Address:

Property Map



Property Information

7 E Pomogranate Rd, Rancho Palos Verdes, CA

90275

Property Data

PROPERTY DATA

GENERAL

Address:

10:27 AM 3/13/2021

EXHIBIT M



Ben Eilenberg <eilenberglegal@gmail.com>

Contact Information

Stephen Goldberg <stephen.goldberg@practicallawyer.com>
To: eilenberglegal@gmail.com

Wed, Apr 21, 2021 at 9:21 AM

--

Stephen B. Goldberg

Stephen B. Goldberg



SPIERER | WOODWARD | CORBALIS | GOLDBERG

Attorneys at Law

A Professional Corporation

[707 Torrance Boulevard, Suite 200](#)

[Redondo Beach, CA 90277](#)

Phone (310) 540-3199

Fax (310) 316-1823

<http://www.practicallawyer.com>

EXHIBIT N



Ben Eilenberg <eilenberglegal@gmail.com>

Contact Information

Ben Eilenberg <eilenberglegal@gmail.com>
To: Stephen Goldberg <stephen.goldberg@practicallawyer.com>
Cc: Richard Jacobs <richardjacobslaw@gmail.com>

Wed, Apr 21, 2021 at 10:25 AM

Hi Stephen,

Thank you for your contact info. Here is the proposed license agreement for while we figure things out with insurance.

Thanks.

Ben

[Quoted text hidden]



License Agreement - 7 Pomegranate.docx

17K

LICENSE FOR THE USE OF REAL PROPERTY

This License For The Use Of Real Property (the "License") governs the property with Assessor Parcel Number 7572-007-021 (the "Property:") It is between Rancho Palos Verdes Estates LLC ("Licensor") and the Maxwell Trust ("Licensee.") Licensor and Licensee may be individually referred to as "Party" and collectively as the "Parties."

RECITALS

1. Whereas Licensee's house with the address of 7 Pomegranate Rd, Rancho Palos Verdes, CA, has moved due to land movement such that it encroaches upon the Property.
2. Whereas, Licensee contacted Licensor to address the movement of the house.
3. Whereas, Licensor and Licensor's predecessors-in-interest have granted Licensee a license for the encroachment while the Parties determine the best method of addressing the encroachment.
4. Whereas, the Parties wish to now memorialize the license.

THE LICENSE

1. **Purpose of License:** The License is designed to allow Licensee to continue the use of the portion of Licensee's home that has encroached upon the Property while the Parties address the situation. The License is designed with a limited scope and limited time-frame specifically to protect the Parties' respective property interests and to encourage the Parties to move swiftly towards a resolution.
2. **Scope of the Licensed Areas:** Licensee may use the portion of the Property that is encroached upon by Licensee's house as of the date of this License (the "Licensed Area.") This does not grant Licensee the right to add onto the encroaching house in such a way that the licensed area would expand.
3. **Time limit for the License:** This License will expire on July 15, 2021. Licensor may extend the licensing time period in its sole discretion.
4. **Consideration:** Consideration for this License is as follows:
 - i. Submission of claims to Licensee's homeowners insurance and title insurance of claims regarding Licensee's house's movement and encroachment within 20 days of the signing of this License.
 - ii. If Licensee fails to provide the above consideration, this agreement shall be voidable in Licensor's sole discretion.
5. **Conditions:**
 - i. *Compliance:* Any use made of the Licensed Area and any construction, maintenance, repair, or other work performed thereon by the Licensee shall be accomplished in a manner that does not cause additional encroachment and that will not create waste on the Property.
 - ii. *Liability:* Licensee shall indemnify and defend Licensor for any injury of any kind that occurs in the Licensed Area during the period where this License is active.
 - iii. *Insurance:* Licensee shall maintain insurance to protect Licensee and Licensor for any injury that occurs in the Licensed Area.
6. **Revocation:** This License shall be revocable by Licensor at any time in the event that the Licensee breaches any of the Conditions set forth herein.
7. **Assignment:** Neither this License, nor any rights hereunder, will be transferred or assigned by Licensee without written consent of Licensor.
8. **Governing Law:** This License will be construed under the laws of the State of California without regard to its conflict of law provisions.
9. **License Temporary In Nature:** The Licensee agrees that the rights herein are of a temporary, non-exclusive nature and further agrees that in no event will the License be recorded with the County Recorder's Office. Licensee further agrees that it will neither have, nor claim to have, any interest in the Property other than as specifically provided in this License.

10. **Certification of Authority to Execute this License:** The Parties each certify that the individual(s) signing below on their behalf have authority to execute this License on behalf of the Party for which he or she signs, and may legally bind the Party to the terms and conditions of this License and any attachments hereto.

LICENSOR Dated: _____	LICENSEE Dated: _____
By Ben Eilenberg, on behalf of Rancho Palos Verdes Estates LLC	By _____, on behalf of The Maxwell Trust

EXHIBIT O

Contact Information

Stephen Goldberg <stephen.goldberg@practicallawyer.com>
To: Ben Eilenberg <eilenberglegal@gmail.com>

Thu, Apr 22, 2021 at 12:30 PM

Ben:

Thank you for forwarding the proposed license agreement.

After discussion with my client, we must respectfully decline to enter into the agreement.

It is my understanding that a party interested in acquiring my client's property has contacted you and offered to purchase your property for substantially more than your purchase price, providing you a significant return on your relatively small investment with respect to this particular property or, viewed from a broader perspective, returning all (or at least most) of your investment in all the parcels you have obtained in the area. Accepting this offer would allow your partners to cash out their entire investment, and play the rest of the game with "the house's" money. One would think this opportunity would be very attractive.

If you sell this parcel to my client's buyer, great. My client will be out of it. If you choose not to sell, no problem. My client will lease the property until these issues are finally resolved by the City, County, courts, or whatever. It just seems to me that an offer like this doesn't come around every day, and merits serious consideration.

Thank you again for sending the license, and good luck with your endeavors.

--

Stephen B. Goldberg

Stephen B. Goldberg



[Quoted text hidden]

[Quoted text hidden]

EXHIBIT P

Contact Information

Stephen Goldberg <stephen.goldberg@practicallawyer.com>
To: Ben Eilenberg <eilenberglegal@gmail.com>

Thu, Apr 22, 2021 at 12:30 PM

Ben:

Thank you for forwarding the proposed license agreement.

After discussion with my client, we must respectfully decline to enter into the agreement.

It is my understanding that a party interested in acquiring my client's property has contacted you and offered to purchase your property for substantially more than your purchase price, providing you a significant return on your relatively small investment with respect to this particular property or, viewed from a broader perspective, returning all (or at least most) of your investment in all the parcels you have obtained in the area. Accepting this offer would allow your partners to cash out their entire investment, and play the rest of the game with "the house's" money. One would think this opportunity would be very attractive.

If you sell this parcel to my client's buyer, great. My client will be out of it. If you choose not to sell, no problem. My client will lease the property until these issues are finally resolved by the City, County, courts, or whatever. It just seems to me that an offer like this doesn't come around every day, and merits serious consideration.

Thank you again for sending the license, and good luck with your endeavors.

--

Stephen B. Goldberg

Stephen B. Goldberg



[Quoted text hidden]

[Quoted text hidden]