

United States Bankruptcy Court <u>CENTRAL</u> District of <u>CALIFORNIA</u>	INVOLUNTARY PETITION
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IN RE (Name of Debtor - If Individual: Last, First, Middle) UNITED FIRST, INC., 9 NEVADA CORPORATION	ALL OTHER NAMES used by debtor in the last 8 years (Include married, maiden, and trade names.) PAUL H. NOE, II PRESIDENT,
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Last four digits of Social-Security or other Individual's Tax-I.D. No./Complete EIN (If more than one, state all):	
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STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code) 399 WILSHIRE BLVD, #700 LOS ANGELES, CA 90048-5709	MAILING ADDRESS OF DEBTOR (If different from street address) <div style="border: 1px solid black; padding: 5px; text-align: center;"> RECEIVED MAR 09 2009 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY _____ Deputy Clerk </div>
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS LOS ANGELES	ZIP CODE 90048-5709

LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from previously listed addresses) **CALIFORNIA PROPERTY**

CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED

Chapter 7 Chapter 11

INFORMATION REGARDING DEBTOR (Check applicable boxes)

Nature of Debts (Check one box.) Petitioners believe: <input type="checkbox"/> Debts are primarily consumer debts <input checked="" type="checkbox"/> Debts are primarily business debts	Type of Debtor (Form of Organization) <input type="checkbox"/> Individual (Includes Joint Debtor) <input checked="" type="checkbox"/> Corporation (Includes I.L.C. and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51)(B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other
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VENUE <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.	FILING FEE (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Petitioner is a child support creditor or its representative, and the form specified in § 304(g) of the Bankruptcy Reform Act of 1994 is attached. [If a child support creditor or its representative is a petitioner, and if the petitioner files the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.]
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PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets.)

Name of Debtor	Case Number	Date
Relationship	District	Judge

ALLEGATIONS (Check applicable boxes) 1. <input checked="" type="checkbox"/> Petitioner (s) are eligible to file this petition pursuant to 11 U.S.C. § 303 (b). 2. <input checked="" type="checkbox"/> The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code. 3. a. <input checked="" type="checkbox"/> The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a bona fide dispute as to liability or amount; or b. <input type="checkbox"/> Within 120 days preceding the filing of this petition, a custodian, other than a trustee receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.	COURT USE ONLY <div style="border: 1px solid black; padding: 10px; text-align: center;"> FILED MAR 09 2009 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA Deputy Clerk </div>
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Name of Debtor _____

Case No. _____

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

x *Felipe Bolanos*
 Signature of Petitioner or Representative (State title)
FELIPE BOLANOS
 Name of Petitioner _____ Date Signed _____
 Name & Mailing Address of Individual _____
 Signing in Representative Capacity _____

x *Tim M. Candless* 3-9-09
 Signature of Attorney _____ Date
TIM M. CANDLESS ESQ
 Name of Attorney Firm (If any) _____
15647 VILLAGE DR
 Address _____
VICTORVILLE, CA 92394
 Telephone No. _____
760-733-8885

x *Norma Ramos*
 Signature of Petitioner or Representative (State title)
NORMA RAMOS
 Name of Petitioner _____ Date Signed _____
 Name & Mailing Address of Individual _____
 Signing in Representative Capacity _____

x *Tim M. Candless* 3-9-09
 Signature of Attorney _____ Date
TIM M. CANDLESS
 Name of Attorney Firm (If any) _____
15647 VILLAGE
 Address _____
VICTORVILLE, CA 92394
 Telephone No. _____
760-733-8885

x *Serafin Acevedo*
 Signature of Petitioner or Representative (State title)
SERAFIN ACEVEDO
 Name of Petitioner _____ Date Signed _____
 Name & Mailing Address of Individual _____
 Signing in Representative Capacity _____

x *Tim M. Candless*
 Signature of Attorney _____ Date
TIM M. CANDLESS
 Name of Attorney Firm (If any) _____
15647 VILLAGE
 Address _____
VICTORVILLE, CA 92394
 Telephone No. _____
760-733-8885

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
FELIPE BOLANOS 25402 VALLEY VIEW LN. MORENO VALLEY, CA 92557	CASH PAYMENT	12,700.00
NORMA RAMOS 24321 BILGRASS COURT MORENO VALLEY, CA 92553	CASH PAYMENT	8,900.00
SERAFIN ACEVEDO 67375 GARBINO ROAD CATHEDRAL CITY, CA 92234	CASH PAYMENT	12,800.00
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims 34,400.00

JOINT VENTURE AGREEMENT

This Agreement (hereinafter "AGREEMENT") is entered into 07.04.2008 ("Effective Date") between UNITED FIRST, INC., a Nevada Corporation ("UNITED FIRST") and FELIPE BOLANOS, hereinafter referred to collectively and individually, as the context requires, as ("PROPERTY OWNER"). UNITED FIRST and PROPERTY OWNER, together are referred to as "the Parties".

RECITALS

- A. This Joint Venture Agreement relates only to the following real property: 25402 Valley View Lane, Moreno Valley, CA 92557, Assessor's Parcel No. 474-130-017-1.
- B. UNITED FIRST has spent considerable time and resources studying the state of the mortgage industry since the phenomena of securitizing non-qualifying loans began. A non-qualifying loan is one that for some reason or another cannot be sold to Ginnie Mae, Fannie Mae or Freddy Mac, the three quasi-governmental agencies that buy packages of conforming loans to replenish the supply of money to the mortgage market. These non-qualifying loans have become known generally as sub-prime loans.

Over the last decade the number of sub-prime mortgage loans has skyrocketed. Most of these loans have been sold off in large investment pools that buy the cash flow from sub-prime mortgage originators and lenders. About 90% or more of these loans find their way into a system set up by the mortgage industry, called the Mortgage Electronic Recording System (MERS), which is a private system for keeping track of the beneficial owners of mortgages. As a result, many mortgage servicing companies are foreclosing on loans for non-payment, when they do not possess the original note. Under the law of most if not all of the States in the U.S. they therefore have no legal right under Article 3 of the Uniform Commercial Code (the California Commercial Code in California) to do so.

As a result, UNITED FIRST has decided to go into the business of joint venturing with homeowners in their attempt forestall and/or prevent foreclosure of subprime loans to salvage for the benefit of the joint venture an equity interest in the real property in foreclosure. This agreement states the terms of the joint venture agreement between UNITED FIRST and PROPERTY OWNER.

- C. PROPERTY OWNER (together if there is more than one), is the sole owner of the real property.
- D. PROPERTY OWNER has insufficient resources to find and hire attorneys with expertise in these areas to challenge the foreclosure on these and other grounds.
- E. On or about November 8, 2005 PROPERTY OWNER borrowed money from COUNTRYWIDE, secured by a first mortgage or trust deed security instrument. There are no other subordinate loans secured by a mortgage or security instrument ~~except~~ any which may

be detailed in Exhibit 1 of this Joint Venture Agreement attached hereto and made a part hereof.

- F. PROPERTY OWNER further represents and acknowledges that no monthly loan payments due and payable according to the terms of the loan transaction referred to in the previous paragraph have been made since January 01, 2008.
- G. PROPERTY OWNER understands and agrees that the loan transaction referred to in paragraph E above was likely transferred by the original lender and that the entity pursuing collection under the loan by initiating the foreclosure proceedings may well not be the holder of the note in possession of the original negotiable debt instrument (the note) and therefore may not have the authority to instigate the foreclosure. PROPERTY OWNER further understands that the original lender may have been engaged in predatory lending practices, and/or that the entity now pursuing collection under the loan may be involved in unfair debt collection practices.
- H. PROPERTY OWNER represents that no other loans have been taken or debt incurred for which a security interest in the real property has been given other than as disclosed in this Agreement. PROPERTY OWNER represents that there are no unpaid taxes or judgments against PROPERTY OWNER **except** as are disclosed in this Agreement. All such disclosures, if any, are contained on Exhibit 1 of this Joint Venture Agreement attached hereto and made a part hereof.
- I. PROPERTY OWNER has defaulted on one or more of their obligations under one or more mortgages, tax bills, or judgments as set out on Exhibit 1 to this Joint Venture Agreement, and knows of no others.
- J. PROPERTY OWNER has been unable to resolve the delinquencies detailed on Exhibit 1 to this Joint Venture Agreement and avoid by work-out, loan negotiation, short sale, or other means the foreclosure proceedings that have been instituted. Therefore PROPERTY OWNER has solicited and sought the aid and support of UNITED FIRST to assist, by this Joint Venture, in protecting PROPERTY OWNER'S legal rights stemming from ownership of the real property. This Joint Venture Agreement is being initiated at the request of PROPERTY OWNER solely because of the desire of PROPERTY OWNER to respond to the financial dilemma they face related to the foreclosure proceeding. UNITED FIRST is not inducing PROPERTY OWNER to enter into this Agreement. It is not advising PROPERTY OWNER to enter into this Agreement. **It is not a Foreclosure Consultant as that term is used in the California Civil Code § 2945 – 2945.11, nor of any analogous law of any other jurisdiction.**

Section 2945.1 of the California Civil Code defines a "Foreclosure Consultant."¹

PROPERTY OWNER represents that PROPERTY OWNER has read that statute (quoted in

¹ 2945.1. The following definitions apply to this chapter:

(a) "Foreclosure consultant" means any person who makes any solicitation, representation, or offer to any owner to perform for compensation or who, for compensation, performs any service which the person in any manner represents will in any manner do any of the

the footnote) and that PROPERTY OWNER agrees that UNITED FIRST has not solicited, represented or offered to perform for compensation any service related to the foreclosure proceedings which are the subject of this lawsuit. Simply stated, this joint venture is one solely to provide necessary financial assistance to PROPERTY OWNER to secure competent licensed legal counsel to protect the rights of PROPERTY OWNER vis-à-vis the impending foreclosure by testing the right of the foreclosing parties to do so.

K. No representative, agent or principal of UNITED FIRST, is acting personally in any respect in this transaction in any way, and is only acting on behalf of UNITED FIRST with full corporate authority.

L. NEITHER PARTY TO THIS AGREEMENT OFFERS ANY ASSURANCE TO THE OTHER THAT THIS JOINT VENTURE WILL BE SUCCESSFUL WITH RESPECT TO ANY PURPOSE OF THE JOINT VENTURE IN THIS CASE. BOTH ACKNOWLEDGE THAT THERE IS NO WAY TO GAUGE THE LIKELIHOOD OF SUCCESS OF THE JOINT VENTURE IN ADVANCE.

M. Anyone who has been in contact with PROPERTY OWNER as an intermediary has acted as an independent contractor and not as an employee or agent of UNITED FIRST, and is not authorized to make any offer on behalf of UNITED FIRST. Nor is any such person(s) a Foreclosure Consultant as that term is used in the California Civil Code § 2945 – 2945.11. He or she is not inducing or advising PROPERTY OWNER to enter into this Agreement, or to take any other action. The only role of any such person is limited solely to introducing the parties and providing certain general information about foreclosure and printed materials or information about the joint venture program that may be available to PROPERTY OWNER with UNITED FIRST. Such persons are paid finder's fees should UNITED FIRST and PROPERTY OWNER enter into a Joint Venture Agreement. Any and all services, if any, not

following:

- (1) Stop or postpone the foreclosure sale.
- (2) Obtain any forbearance from any beneficiary or mortgagee.
- (3) Assist the owner to exercise the right of reinstatement provided in Section 2924c.
- (4) Obtain any extension of the period within which the owner may reinstate his or her obligation.
- (5) Obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained that deed of trust or mortgage.
- (6) Assist the owner to obtain a loan or advance of funds.
- (7) Avoid or ameliorate the impairment of the owner's credit resulting from the recording of a notice of default or the conduct of a foreclosure sale.
- (8) Save the owner's residence from foreclosure.
- (9) Assist the owner in obtaining from the beneficiary, mortgagee, trustee under a power of sale, or counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from the foreclosure sale of the owner's residence.

subsumed by this Joint Venture Agreement are and will be provided to PROPERTY OWNER by others.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties expressed herein and for other good and valuable consideration, mutually exchanged and acknowledged as sufficient, the Parties voluntarily enter into the following Joint Venture Agreement and faithfully agree to abide by the conditions and terms set forth below.

1. Purpose of Agreement for PROPERTY OWNER. The purpose to PROPERTY OWNER of entering into this Agreement, in all of its parts, is to enable PROPERTY OWNER to respond to impending foreclosure proceedings with the benefit of legal counsel focusing upon testing the right of the foreclosing parties to proceed to foreclosure under the law. PROPERTY OWNER has independently concluded that, given the circumstances as evaluated by PROPERTY OWNER, no better or more desirable alternative is available to PROPERTY OWNER. PROPERTY OWNER represents to UNITED FIRST that PROPERTY OWNER has come to this judgment independent of and not in reliance on anything said or done by any intermediary finder or by any agent or employee of UNITED FIRST.
2. Purpose of Agreement for UNITED FIRST. UNITED FIRST is in the business of providing financial assistance for a profit to property owners that are facing foreclosure under circumstances that it judges to be desirable from UNITED FIRST's point of view. While it has developed a business plan that it believes will enable it to profit from the sub-prime mortgage crisis, and continues to look to develop others, it has done so for its own purposes, and not to offer any advice or expertise to PROPERTY OWNER. Under this joint venture, PROPERTY OWNER will have to rely upon PROPERTY OWNER's own judgment and advice from PROPERTY OWNER's own resources, and of course from the attorney retained by the joint venture to represent PROPERTY OWNER in discussions, negotiations or litigation to protect PROPERTY OWNER's right not to suffer foreclosure by parties that do not qualify under the law to sell the subject property in a foreclosure.
3. Hold Harmless. The Parties acknowledge that independent forces can and may intervene to neutralize even the best efforts of both parties under this agreement. The Parties hereby agree to hold each other harmless for any failure to accomplish any of the intended and sought after outcomes which are motivating this joint venture.
4. Foreclosure Procedures have been Initiated. This Agreement is made with the understanding that action has been or imminently will be taken by others (hereinafter the "Foreclosing Parties") to foreclose security interests in the property. As a result, the interests of both parties in this Agreement will and do require initial activation of the processes, legal and otherwise, contemplated in order to forestall foreclosure, eviction and the further damaging consequences to the credit and reputation of PROPERTY OWNER. These actions will be taken by and only through licensed attorneys retained by the joint venture for that purpose.
5. The Financial Commitments. Under this Agreement the parties agree to the following financial commitments. PROPERTY OWNER shall pay to UNITED FIRST the sum of five hundred dollars (\$500), which is intended to cover part of the Finder's fee paid or to be paid to the intermediary that has assisted both parties in bringing about this agreement. If

PROPERTY OWNER has found UNITED FIRST without the aid or assistance of a finder, this five hundred dollar (\$500) payment shall be waived.

The PROPERTY OWNER shall pay to United First an initial payment in the sum of \$1,850.00

The PROPERTY OWNER shall pay to United First the monthly sum of \$1,350.00, beginning one month following the initial payment.

UNITED FIRST shall pay all of the expenses of legal representation of PROPERTY OWNER against the parties that are bringing foreclosure proceedings against the real property that are required in the judgment of legal counsel to challenge the right of the foreclosing parties to bring and prosecute foreclosure proceeding(s) on any and all grounds recommended by legal counsel, and to assist in providing accurate information to credit reporting agencies.

UNITED FIRST's obligations to the joint venture are conditioned upon PROPERTY OWNER making the monthly payment to UNITED FIRST on a timely basis, time being the essence of this provision. The obligation to make the monthly payment shall end upon termination of legal proceedings and/or legal representation of PROPERTY OWNER for the purpose of this joint venture.

6. Retention of Legal Counsel. PROPERTY OWNER shall sign the retainer agreement with M.W. Roth, PLC in the form attached hereto as Exhibit 2. PROPERTY OWNER is informed that M.W. Roth, PLC serves as legal counsel for UNITED FIRST. PROPERTY OWNER is not relying upon legal or other advice from M.W. Roth, PLC or representation by M.W. Roth, PLC in entering into this joint venture agreement. PROPERTY OWNER is advised to seek independent legal counsel regarding this Joint Venture. If PROPERTY OWNER does not seek independent legal counsel regarding this Joint Venture, PROPERTY OWNER represents to UNITED FIRST and M.W. Roth, PLC, that PROPERTY OWNER has concluded independent of anything done or said by any finder, agent of UNITED FIRST, or agent or employee of M.W. Roth, PLC to proceed with this joint venture without the benefit of independent legal counsel.
7. Property Taxes, Association Dues, Special Assessments and Maintenance. PROPERTY OWNER shall pay the property taxes, home owners' association fees, if applicable, and special assessments against the property, if applicable, and all regular maintenance of the premises.
8. Insurance on the Property. PROPERTY OWNER shall maintain and pay for liability insurance, and fire insurance on the real property. PROPERTY OWNER shall have the insurance company issuing the policy add UNITED FIRST to the policy as "also insured," instruct the insurance company to provide notice of non-payment to UNITED FIRST in that event, provide proof of insurance to UNITED FIRST within 10 days of the date of this Agreement.
9. Expectations of the Parties: The following state the expectations of the parties respecting this Joint Venture. Upon the execution of this Joint Venture Agreement and retention of legal counsel, legal counsel will suspend and delay the foreclosure against the property by either

voluntary agreement with the Trustee instituting the foreclosure or by filing a lawsuit for an injunction and if applicable the judgment of counsel for damages, in the expectation of recording a Notice of Pendency of Action (Lis Pendens) or its equivalent under the law of the State in which the real property is situated, receiving a Temporary Restraining Order (TRO) and/or Preliminary Injunction to stop the foreclosure. The parties expect and anticipate basically one of three outcomes ultimately to result:

- a. Legal counsel, on behalf of PROPERTY OWNER, will be unable to stop the foreclosure against the property by any means because the party initiating the foreclosure produces proof that it is in possession of the original note and is the rightful owner of the note by proper endorsement, assignment, legal process or otherwise. In this case any lawsuit will be dismissed.
- b. In rare cases, foreclosure will be delayed through litigation with the foreclosing parties sufficiently so that an opportunity results to do a sufficiently favorable loan workout, settlement, or loss mitigation (hereinafter called "settlement") of some sort, acceptable to PROPERTY OWNER and UNITED FIRST that will enable PROPERTY OWNER to reinstate the loan on the new terms agreed in the "settlement" that results.
- c. Foreclosure will be defeated through litigation and the encumbrance created by the mortgage or trust deed being foreclosed, following the expiration of the statute of limitations, will eventually be cleared off of the property, allowing the property to be sold or refinanced free of the encumbrance.

Which outcome results will depend upon specifics that are not and cannot be known at this time regarding the history of the transfers of the note underlying the mortgage, the financial strength and condition of the current holder(s) of the note, the ability of the foreclosing party to trace the history of the note and to find the original note and/or obtain valid transfer of the note sufficient to give it the right under the applicable laws to declare default and foreclose the security interest in the property, etc. It is the belief and conviction of UNITED FIRST that a significant but unknown number and percentage of these loans that are caught up in the present subprime mortgage foreclosure crisis will be, upon challenge, uncollectable, and that another significant percentage will be so caught up in uncertainty so as to provide the opportunity against the backdrop of litigation to negotiate a "settlement" that is highly favorable to PROPERTY OWNER and UNITED FIRST. For that reason, and with the agreement of PROPERTY OWNER to the terms of this joint venture, UNITED FIRST is willing to enter into this joint venture and carry the cost of litigation under the terms of this Agreement.

10. Financial Affect of the Various Outcomes. If the outcome as stated in paragraph 9 (a) occurs within three months, UNITED FIRST will refund the first monthly payment by PROPERTY OWNER made under this Agreement.

If the outcome as stated in paragraph 9 (b) occurs, in addition to payment and fulfillment of the obligations of the PROPERTY OWNER under this joint venture agreement, the PROPERTY OWNER shall be required to pay to UNITED FIRST an additional amount equal to fifty percent (50%) of the net present value of the savings to the PROPERTY OWNER by the settlement and restructuring of the debt with the foreclosing party, its principals, successors and assigns. This savings amount shall first be computed in good faith by

UNITED FIRST by taking the lower of 2 calculations: 1) the amount of all dismissed or forgiven debt, or 2) the fair market value of the property, based upon independent appraisals, minus any debts still outstanding after the "settlement". If PROPERTY OWNER wants to contest the amount as determined by UNITED FIRST, the amount will then be determined by an independent financial consultant agreed upon by the parties, whose decision shall be final and binding. The cost of the analysis of the independent financial consultant shall be borne by UNITED FIRST if the result lowers the amount by ten percent (10%) or more, or by PROPERTY OWNER, otherwise. If this additional compensation can be paid in cash, it shall be so paid. Otherwise, the property will be sold and the payment shall be per the above calculation.

If the outcome as stated in paragraph 9 (c) occurs, in addition to payment and fulfillment of the obligations of the PROPERTY OWNER under this joint venture agreement, one of two choices is available to the PROPERTY OWNER as follows:

- a. The PROPERTY OWNER will pay UNITED FIRST 80% of the then value of the property. The PROPERTY OWNER shall be given a reasonable amount of time to obtain a new mortgage for that purpose.
- b. The PROPERTY OWNER will place the property on the market and sell the property, paying 80% of the net sale price to UNITED FIRST.

In this event, the obligation to UNITED FIRST shall be a lien against any escrow, if any, or otherwise against the property.

11. Joint Venture, No Partnership. This Agreement creates a joint venture, not a partnership. A joint venture is a common enterprise limited to the endeavors described in this joint venture agreement. UNITED FIRST has and will participate in additional joint ventures with other property owners and business enterprises. The parties agree that in so doing UNITED FIRST is not in default of any obligation to PROPERTY OWNER under this joint venture agreement. Neither party is a legal representative or an agent of the other party. Neither party can assume or create any obligation, representation, warranty or guaranty, express or implied, on behalf of the other party for any purpose whatsoever. Neither party shall make any representations, guaranties or warranties to any third party on behalf of the other party, or represent that it is affiliated with the other party.

12. Expenses. Except as provided in this agreement, the Parties shall each be responsible for their own expenses regarding this transaction and any future transactions.

13. No Legal, Lending or Real Estate Broker Representation. It is agreed and specifically understood that neither UNITED FIRST, nor any of its agents, representatives, employees or finders, have provided, on behalf of UNITED FIRST, individually or on behalf of any other entity, legal services or advice to PROPERTY OWNER. **UNITED FIRST does not offer or provide legal advice or services through any of its agents, representatives or employees to anyone.** UNITED FIRST is not a law firm. It is not licensed to and does not practice law.

Nor is UNITED FIRST licensed as a real estate broker in California or in any other State or jurisdiction. **It has not offered to provide or provided any real estate brokerage or real estate agent services to PROPERTY OWNER, through any of its agents, representatives employees, finders or otherwise with respect to this Agreement, the Premises or with**

respect to any other transaction. While certain independent agents that work with UNITED FIRST may or may not be licensed real estate agents or brokers, at no time are they representing the PROPERTY OWNER or UNITED FIRST in that capacity.

Nor is UNITED FIRST licensed as a real estate mortgage lender in California or in any other State or jurisdiction. **It has not offered to provide or provided any real estate mortgage lending services to PROPERTY OWNER through any of its agents, representatives employees, finders or otherwise with respect to this Agreement, the Premises or with respect to any other transaction.** While certain independent agents that work with UNITED FIRST may or may not be licensed real estate or personal property mortgage lenders, at no time are they representing the PROPERTY OWNER or UNITED FIRST in that capacity.

Furthermore, UNITED FIRST and/or its employees and independent contractors will not represent and are not representing PROPERTY OWNER in any capacity before any state or federal court, nor providing any legal advice, lending services, foreclosure consulting services or real estate brokerage services or advice to PROPERTY OWNER.

14. Privacy. In order to maintain the secrecy required by privacy and lending laws, **UNITED FIRST agrees not to divulge to any third-party information it has acquired during performance of this agreement absent an order from a court of competent jurisdiction or administrative mandate from a government agency.**
15. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered personally or faxed with confirmation of receipt, or mailed first-class, postage prepaid, registered or certified mail as follows:

If to UNITED FIRST:

United First, Inc.
Attn: Paul H. Noe, II
6399 Wilshire Blvd., Suite 700
Los Angeles, CA 90048-5709
Phone: 323-213-4945
Fax: 323-329-9300

If to PROPERTY OWNER:

Felipe Bolanos
25402 Valley View Lane, Moreno Valley, CA 92557
Phone: 951-529-2800
Email: b.elvia@yahoo.com

16. Process Guidelines and Rules. The Parties agree to the following:

a. PROPERTY OWNER will be filing many legal documents and papers through and with the help of the offices of M.W. Roth, A Professional Law Corporation, for the purposes of this Joint Venture Agreement. Because each party will be spending considerable financial resources to achieve those purposes, each party agrees to comply with all reasonable requests of the other or of legal counsel.

b. M.W. Roth, A Professional Law Corp will attempt on behalf of the parties and as attorney of record for PROPERTY OWNER to achieve the stated purposes of the joint venture. If any litigation is required in a jurisdiction in which M.W. Roth, A Professional Law Corporation is not licensed to appear as attorney of record, it may arrange to do so through other lawyers and as the representative of PROPERTY OWNER in California, it may communicate and assist in directing the litigation. The parties to this joint venture agreement understand that M.W. Roth, A Professional Law Corporation will be providing legal services to UNITED FIRST and to PROPERTY OWNER, and each agrees to and consents to this dual representation. By way of full disclosure, the wife of the founder and principal of M.W. Roth, A Professional Law Corporation is with respect to UNITED FIRST a minority shareholder and the corporate Secretary serving in a ministerial capacity, only. Her interest in UNITED FIRST is her separate property. She does not engage in policy or business decisions of the company, except to vote her shares.

c. Neither UNITED FIRST nor PROPERTY OWNER perceives a conflict of interest in the representation by M.W. Roth, A Professional Law Corporation under this agreement. To the extent that such a conflict may exist, the Parties waive the conflict and agree to the joint representation. M.W. Roth, A Professional Law Corporation has spent many hours and attorney resources in researching and developing the litigation strategies that it believes are most likely to produce the desired results in furtherance of the joint venture purposes, all being done at the sole expense of UNITED FIRST. No representation or warranty is made or can be made that this process shall be effective in whole or in part to achieve these objectives in any given case, including this one.

d. As part of the legal services to be provided to PROPERTY OWNER by M.W. Roth, A Professional Law Corporation pursuant to this joint venture, M.W. Roth, A Professional Law Corporation shall attempt to provide documents and communications to the three major credit reporting agencies endeavoring to clear the credit report of PROPERTY OWNER of any derogatory information related to the foreclosure(s), however, no guarantees or assurances can be made as to the elimination or reversal of derogatory credit information at any of the three major reporting agencies. Further, it is possible that in furtherance of the purposes of this joint venture, but solely in its own discretion, UNITED FIRST may engage in business tactics, such as purchasing a first mortgage loan at a discount so as to be able to foreclose and wipe out one or more subordinate liens. This may result in unfavorable information becoming available to credit agencies. PROPERTY OWNER and UNITED FIRST hold each other harmless for any derogatory credit information reported by the three credit agencies.

e. Should, for any reason, M.W. Roth, A Professional Law Corporation becomes unable to continue representing PROPERTY OWNER in the anticipated litigation, UNITED FIRST, at its instance and expense, will obtain substitute counsel to take over and provide substitute counsel with all of the pleadings, research, and litigation techniques and information available to it to fight foreclosures in the context of the current sub-prime mortgage foreclosure crisis that UNITED FIRST has obtained through its relationship with M.W. Roth, A Professional Law Corporation. Of course, PROPERTY OWNER's file will be transferred to the new attorney.

17. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
18. Governing Law. The laws of the **State of California** will govern the interpretation, validity and effect of this Agreement without regard to principles of conflicts of law, the place of execution or the place for performance. This agreement and any retainer agreement with M.W. Roth, A Professional Law Corporation, is being entered into in the State of California.
19. Situs of the Joint Venture. No matter the location of the real property of the PROPERTY OWNER that is sought as collateral by the foreclosing parties, the situs of this Joint Venture is the **State of California**, and no other.
20. Arbitration. Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than one with respect to valuation or accounting for which a remedy is already provided under separate provisions of this agreement, shall be settled by arbitration administered by Judicial Arbitration and Mediation Services ("JAMS") or, in the option of UNITED FIRST, by Judicate West, to be held in the Los Angeles County office of either alternative dispute resolution center. However, each of the Parties reserves the right to file with a court of competent jurisdiction an application for temporary restraining order or preliminary injunctive relief, summary relief, writ of attachment, temporary protective order and/or appointment of a receiver on the grounds that the arbitration award to which the Applicant may be entitled may be rendered ineffectual in the absence of such relief.

Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The award of the arbitrator shall be binding, final, and non-appealable. The Parties may obtain discovery in aid of the arbitration to the fullest extent permitted under law, including California Code of Civil Procedure Section 1283.05, *et seq.* All discovery disputes shall be resolved by the arbitrator. The costs of the arbitration, including any administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties. Reasonable attorney fees and costs shall be awarded to the prevailing party on any proceeding.
21. Merger Clause. This Agreement contains the entire agreement of the Parties with respect to the matters set forth, and supersedes any prior written or oral agreement between them. There are no representations or warranties not herein contained, and the Parties acknowledge that

they are not relying upon any verbal, oral or prior written agreements or representations not contained in these Agreements. No changes to this agreement that would modify, add or subtract from the terms and conditions set forth shall be valid unless contained in a writing and signed by all Parties.

22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile copies and electronic digital copies of original signature pages in PDF or TIFF format shall be deemed to be originally signed signature pages for all purposes of this Agreement.
23. Male/Female; Singular/Plural. The use of pronouns in this document is simply a choice of convenience, and the parties agree that whatever the gender of the Parties, it is intended apply to the Parties and each of them as if the correct pronoun gender had been used. Similarly, the use of the singular tenses of verbs and pronouns or the plural tenses of verbs and pronouns is a matter of convenience, and the parties agree that whether the PROPERTY OWNER identified herein is one or more persons, the provisions are meant to apply to each as if the proper verb and pronoun had been used.
24. Obligations Joint and Several. The obligations of the PROPERTY OWNER, if more than one person, shall be joint and several, which means that each person shall be wholly and fully responsible to meet the obligations of PROPERTY OWNER as set out in these Agreements.
25. Captions Matters of Convenience. The captions of each provision and paragraph in this document are for purposes of convenience only and do not control the meaning of the provisions. The meaning of each provision is intended to be determined by the language of the Agreement as if the captions did not exist.
26. No Party Deemed the Author of this Agreement. Should it be determined by any court or any arbitrator that one or more provisions of these Agreements are vague, ambiguous or uncertain, interpretation shall be made without reference to any presumptions or rules of construction related to the identity of the Party that drafted these Agreements or the provision. The parties recognize, agree and acknowledge that the consent to these Agreements by each party is freely and voluntarily given, without duress or undue influence being exercised by any party.
27. **CONFLICT OF INTEREST AND ADVICE TO OBTAIN INDEPENDENT COUNSEL.**
BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THERE MAY BE A CONFLICT OF INTEREST BETWEEN PROPERTY OWNER AND UNITED FIRST IN ENTERING INTO THIS AGREEMENT. PROPERTY OWNER IS AND HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL PRIOR TO ENTERING INTO THIS AGREEMENT OR PRIOR TO SIGNING ANY OF THE OTHER DOCUMENTS. IF PROPERTY OWNER FAILS TO SEEK INDEPENDENT LEGAL COUNSEL, THE FAILURE TO DO SO SHALL BE CONSTRUED AS A REPRESENTATION MADE BY PROPERTY OWNER TO UNITED FIRST THAT PROPERTY OWNER IS INFORMED, CAPABLE AND ABLE TO DETERMINE THE RISKS INVOLVED, AND HAS MADE A CONSCIOUS DECISION IN THOSE

REGARDS WITHOUT RELYING UPON ANY REPRESENTATIONS OR STATEMENTS OF UNITED FIRST NOT CONTAINED IN THIS AGREEMENT.

UNITED FIRST, AND ITS EMPLOYEES AND INDEPENDENT CONTRACTORS, REVIEW REAL ESTATE AND OTHER TRANSACTIONS FOR CLIENTS, INVESTORS AND COMPANIES THAT OPERATE IN VARIOUS AREAS OF REAL ESTATE AND LENDING. IT IS NOT A REAL ESTATE BROKER AND DOES NOT REPRESENT OTHERS IN REAL ESTATE TRANSACTIONS. IT IS UNDERSTOOD AND AGREED THAT THIS JOINT VENTURE DOES NOT AND WILL NOT PREVENT UNITED FIRST AND/OR ITS EMPLOYEES AND INDEPENDENT CONTRACTORS FROM OTHER ACTIVITIES SO LONG AS THOSE ACTIVITIES ARE NOT CONTRARY TO THE INTEREST OF PROPERTY OWNER IN THIS JOINT VENTURE. THE PARTIES ACKNOWLEDGE THAT EACH IS A FIDUCIARY TO THE OTHER ONLY WITH RESPECT TO THE SCOPE OF THIS JOINT VENTURE. THIS TRANSACTION AND AGREEMENT IS ENTERED INTO BETWEEN THE PARTIES AS AN "ARMS LENGTH TRANSACTION."

PROPERTY OWNER IS ADVISED AND ACKNOWLEDGES THAT IN PROVIDING THESE AGREEMENTS AND FORMS TO PROPERTY OWNER UNITED FIRST IS NOT OFFERING OR GIVING LEGAL ADVICE TO THE PROPERTY OWNER, AND THAT LEGAL ADVICE CAN BE GIVEN ONLY BY AN ATTORNEY DULY LICENSED TO PRACTICE LAW IN THE STATE IN WHICH THE ATTORNEY IS LICENSED.

THE CHOICE OF HAVING INDEPENDENT ATTORNEY ADVICE AND/OR REVIEW OF THIS OR ANY OTHER DOCUMENTATION IS ENTIRELY A DECISION OF THE PROPERTY OWNER. PROPERTY OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE JOINT VENTURE WILL HIRE ATTORNEYS TO REPRESENT PROPERTY OWNER IN COURT AND/OR TO GIVE PROPERTY OWNER LEGAL ADVICE WITH RESPECT TO THE PURPOSES OF THE JOINT VENTURE. PROPERTY OWNER IS HEREBY NOTIFIED AND AGREES THAT SAID LEGAL ADVICE AND REPRESENTATION IS FOR THE BENEFIT OF THE JOINT VENTURE AND NOT SOLELY FOR THE BENEFIT OF CLIENT.

NO WARRANTIES OR REPRESENTATIONS ARE HEREBY MADE REGARDING THE ADEQUACY OF THE FORMS, PROCEDURES AND LITIGATION TECHNIQUES THAT WILL BE MADE AVAILABLE TO PROPERTY OWNER AS A RESULT OF THIS JOINT VENTURE.

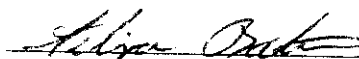
IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the Effective Date.

UNITED FIRST, INC., a Nevada Corporation

By: _____
Paul H. Noe, II, President

By signing below PROPERTY OWNER certifies that he or she has read the entire Agreement, and particularly paragraph 26 and the above stated disclosures appearing in all capital letters, and fully understands the disclosures and the limitations of these Agreements stated or implied. Each nevertheless asks UNITED FIRST to enter into this Agreement. In so doing, each acknowledges that UNITED FIRST makes no representations or warranties regarding the outcome of this joint venture.

I (We) understand that there is a 72 hour right to cancel this transaction by contacting UNITED FIRST at 6399 Wilshire Blvd., Suite 700, Los Angeles, CA 90048-5709. Phone: 323-213-4945; Fax: 323-329-9300.



Felipe Bolanos, an individual

JOINT VENTURE AGREEMENT

This Agreement (hereinafter "AGREEMENT") is entered into 07/04/2008 ("Effective Date") between UNITED FIRST, INC., a Nevada Corporation ("UNITED FIRST") and FELIPE BOLANOS, hereinafter referred to collectively and individually, as the context requires, as ("PROPERTY OWNER"). UNITED FIRST and PROPERTY OWNER, together are referred to as "the Parties".

RECITALS

- A. This Joint Venture Agreement relates only to the following real property: 25402 Valley View Lane, Moreno Valley, CA 92557, Assessor's Parcel No. 474-130-017-1.
- B. UNITED FIRST has spent considerable time and resources studying the state of the mortgage industry since the phenomena of securitizing non-qualifying loans began. A non-qualifying loan is one that for some reason or another cannot be sold to Ginnie Mae, Fannie Mae or Freddy Mac, the three quasi-governmental agencies that buy packages of conforming loans to replenish the supply of money to the mortgage market. These non-qualifying loans have become known generally as sub-prime loans.

Over the last decade the number of sub-prime mortgage loans has skyrocketed. Most of these loans have been sold off in large investment pools that buy the cash flow from sub-prime mortgage originators and lenders. About 90% or more of these loans find their way into a system set up by the mortgage industry, called the Mortgage Electronic Recording System (MERS), which is a private system for keeping track of the beneficial owners of mortgages. As a result, many mortgage servicing companies are foreclosing on loans for non-payment, when they do not possess the original note. Under the law of most if not all of the States in the U.S. they therefore have no legal right under Article 3 of the Uniform Commercial Code (the California Commercial Code in California) to do so.

As a result, UNITED FIRST has decided to go into the business of joint venturing with homeowners in their attempt to forestall and/or prevent foreclosure of subprime loans to salvage for the benefit of the joint venture an equity interest in the real property in foreclosure. This agreement states the terms of the joint venture agreement between UNITED FIRST and PROPERTY OWNER.

- C. PROPERTY OWNER (together if there is more than one), is the sole owner of the real property.
- D. PROPERTY OWNER has insufficient resources to find and hire attorneys with expertise in these areas to challenge the foreclosure on these and other grounds.
- E. On or about November 8, 2005 PROPERTY OWNER borrowed money from COUNTRYWIDE, secured by a first mortgage or trust deed security instrument. There are no other subordinate loans secured by a mortgage or security instrument ~~except~~ any which may

be detailed in Exhibit 1 of this Joint Venture Agreement attached hereto and made a part hereof.

- F. PROPERTY OWNER further represents and acknowledges that no monthly loan payments due and payable according to the terms of the loan transaction referred to in the previous paragraph have been made since January 01, 2008.
- G. PROPERTY OWNER understands and agrees that the loan transaction referred to in paragraph E above was likely transferred by the original lender and that the entity pursuing collection under the loan by initiating the foreclosure proceedings may well not be the holder of the note in possession of the original negotiable debt instrument (the note) and therefore may not have the authority to instigate the foreclosure. PROPERTY OWNER further understands that the original lender may have been engaged in predatory lending practices, and/or that the entity now pursuing collection under the loan may be involved in unfair debt collection practices.
- H. PROPERTY OWNER represents that no other loans have been taken or debt incurred for which a security interest in the real property has been given other than as disclosed in this Agreement. PROPERTY OWNER represents that there are no unpaid taxes or judgments against PROPERTY OWNER **except** as are disclosed in this Agreement. All such disclosures, if any, are contained on Exhibit 1 of this Joint Venture Agreement attached hereto and made a part hereof.
- I. PROPERTY OWNER has defaulted on one or more of their obligations under one or more mortgages, tax bills, or judgments as set out on Exhibit 1 to this Joint Venture Agreement, and knows of no others.
- J. PROPERTY OWNER has been unable to resolve the delinquencies detailed on Exhibit 1 to this Joint Venture Agreement and avoid by work-out, loan negotiation, short sale, or other means the foreclosure proceedings that have been instituted. Therefore PROPERTY OWNER has solicited and sought the aid and support of UNITED FIRST to assist, by this Joint Venture, in protecting PROPERTY OWNER'S legal rights stemming from ownership of the real property. This Joint Venture Agreement is being initiated at the request of PROPERTY OWNER solely because of the desire of PROPERTY OWNER to respond to the financial dilemma they face related to the foreclosure proceeding. UNITED FIRST is not inducing PROPERTY OWNER to enter into this Agreement. It is not advising PROPERTY OWNER to enter into this Agreement. **It is not a Foreclosure Consultant as that term is used in the California Civil Code § 2945 – 2945.11, nor of any analogous law of any other jurisdiction.**

Section 2945.1 of the California Civil Code defines a "Foreclosure Consultant."¹ PROPERTY OWNER represents that PROPERTY OWNER has read that statute (quoted in

¹ 2945.1. The following definitions apply to this chapter:

(a) "Foreclosure consultant" means any person who makes any solicitation, representation, or offer to any owner to perform for compensation or who, for compensation, performs any service which the person in any manner represents will in any manner do any of the

the footnote) and that PROPERTY OWNER agrees that UNITED FIRST has not solicited, represented or offered to perform for compensation any service related to the foreclosure proceedings which are the subject of this lawsuit. Simply stated, this joint venture is one solely to provide necessary financial assistance to PROPERTY OWNER to secure competent licensed legal counsel to protect the rights of PROPERTY OWNER vis-à-vis the impending foreclosure by testing the right of the foreclosing parties to do so.

K. No representative, agent or principal of UNITED FIRST, is acting personally in any respect in this transaction in any way, and is only acting on behalf of UNITED FIRST with full corporate authority.

L. NEITHER PARTY TO THIS AGREEMENT OFFERS ANY ASSURANCE TO THE OTHER THAT THIS JOINT VENTURE WILL BE SUCCESSFUL WITH RESPECT TO ANY PURPOSE OF THE JOINT VENTURE IN THIS CASE. BOTH ACKNOWLEDGE THAT THERE IS NO WAY TO GAUGE THE LIKELIHOOD OF SUCCESS OF THE JOINT VENTURE IN ADVANCE.

M. Anyone who has been in contact with PROPERTY OWNER as an intermediary has acted as an independent contractor and not as an employee or agent of UNITED FIRST, and is not authorized to make any offer on behalf of UNITED FIRST. Nor is any such person(s) a Foreclosure Consultant as that term is used in the California Civil Code § 2945 – 2945.11. He or she is not inducing or advising PROPERTY OWNER to enter into this Agreement, or to take any other action. The only role of any such person is limited solely to introducing the parties and providing certain general information about foreclosure and printed materials or information about the joint venture program that may be available to PROPERTY OWNER with UNITED FIRST. Such persons are paid finder's fees should UNITED FIRST and PROPERTY OWNER enter into a Joint Venture Agreement. Any and all services, if any, not

following:

- (1) Stop or postpone the foreclosure sale.
- (2) Obtain any forbearance from any beneficiary or mortgagee.
- (3) Assist the owner to exercise the right of reinstatement provided in Section 2924c.
- (4) Obtain any extension of the period within which the owner may reinstate his or her obligation.
- (5) Obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained that deed of trust or mortgage.
- (6) Assist the owner to obtain a loan or advance of funds.
- (7) Avoid or ameliorate the impairment of the owner's credit resulting from the recording of a notice of default or the conduct of a foreclosure sale.
- (8) Save the owner's residence from foreclosure.
- (9) Assist the owner in obtaining from the beneficiary, mortgagee, trustee under a power of sale, or counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from the foreclosure sale of the owner's residence.

subsumed by this Joint Venture Agreement are and will be provided to PROPERTY OWNER by others.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties expressed herein and for other good and valuable consideration, mutually exchanged and acknowledged as sufficient, the Parties voluntarily enter into the following Joint Venture Agreement and faithfully agree to abide by the conditions and terms set forth below.

1. Purpose of Agreement for PROPERTY OWNER. The purpose to PROPERTY OWNER of entering into this Agreement, in all of its parts, is to enable PROPERTY OWNER to respond to impending foreclosure proceedings with the benefit of legal counsel focusing upon testing the right of the foreclosing parties to proceed to foreclosure under the law. PROPERTY OWNER has independently concluded that, given the circumstances as evaluated by PROPERTY OWNER, no better or more desirable alternative is available to PROPERTY OWNER. PROPERTY OWNER represents to UNITED FIRST that PROPERTY OWNER has come to this judgment independent of and not in reliance on anything said or done by any intermediary finder or by any agent or employee of UNITED FIRST.
2. Purpose of Agreement for UNITED FIRST. UNITED FIRST is in the business of providing financial assistance for a profit to property owners that are facing foreclosure under circumstances that it judges to be desirable from UNITED FIRST's point of view. While it has developed a business plan that it believes will enable it to profit from the sub-prime mortgage crisis, and continues to look to develop others, it has done so for its own purposes, and not to offer any advice or expertise to PROPERTY OWNER. Under this joint venture, PROPERTY OWNER will have to rely upon PROPERTY OWNER's own judgment and advice from PROPERTY OWNER's own resources, and of course from the attorney retained by the joint venture to represent PROPERTY OWNER in discussions, negotiations or litigation to protect PROPERTY OWNER's right not to suffer foreclosure by parties that do not qualify under the law to sell the subject property in a foreclosure.
3. Hold Harmless. The Parties acknowledge that independent forces can and may intervene to neutralize even the best efforts of both parties under this agreement. The Parties hereby agree to hold each other harmless for any failure to accomplish any of the intended and sought after outcomes which are motivating this joint venture.
4. Foreclosure Procedures have been Initiated. This Agreement is made with the understanding that action has been or imminently will be taken by others (hereinafter the "Foreclosing Parties") to foreclose security interests in the property. As a result, the interests of both parties in this Agreement will and do require initial activation of the processes, legal and otherwise, contemplated in order to forestall foreclosure, eviction and the further damaging consequences to the credit and reputation of PROPERTY OWNER. These actions will be taken by and only through licensed attorneys retained by the joint venture for that purpose.
5. The Financial Commitments. Under this Agreement the parties agree to the following financial commitments. PROPERTY OWNER shall pay to UNITED FIRST the sum of five hundred dollars (\$500), which is intended to cover part of the Finder's fee paid or to be paid to the intermediary that has assisted both parties in bringing about this agreement. If

PROPERTY OWNER has found UNITED FIRST without the aid or assistance of a finder. this five hundred dollar (\$500) payment shall be waived.

The PROPERTY OWNER shall pay to United First an initial payment in the sum of \$1,850.00

The PROPERTY OWNER shall pay to United First the monthly sum of \$1,350.00, beginning one month following the initial payment.

UNITED FIRST shall pay all of the expenses of legal representation of PROPERTY OWNER against the parties that are bringing foreclosure proceedings against the real property that are required in the judgment of legal counsel to challenge the right of the foreclosing parties to bring and prosecute foreclosure proceeding(s) on any and all grounds recommended by legal counsel, and to assist in providing accurate information to credit reporting agencies.

UNITED FIRST's obligations to the joint venture are conditioned upon PROPERTY OWNER making the monthly payment to UNITED FIRST on a timely basis, time being the essence of this provision. The obligation to make the monthly payment shall end upon termination of legal proceedings and/or legal representation of PROPERTY OWNER for the purpose of this joint venture.

6. Retention of Legal Counsel. PROPERTY OWNER shall sign the retainer agreement with M.W. Roth, PLC in the form attached hereto as Exhibit 2. PROPERTY OWNER is informed that M.W. Roth, PLC serves as legal counsel for UNITED FIRST. PROPERTY OWNER is not relying upon legal or other advice from M.W. Roth, PLC or representation by M.W. Roth, PLC in entering into this joint venture agreement. PROPERTY OWNER is advised to seek independent legal counsel regarding this Joint Venture. If PROPERTY OWNER does not seek independent legal counsel regarding this Joint Venture, PROPERTY OWNER represents to UNITED FIRST and M.W. Roth, PLC, that PROPERTY OWNER has concluded independent of anything done or said by any finder, agent of UNITED FIRST, or agent or employee of M.W. Roth, PLC to proceed with this joint venture without the benefit of independent legal counsel.
7. Property Taxes, Association Dues, Special Assessments and Maintenance. PROPERTY OWNER shall pay the property taxes, home owners' association fees, if applicable, and special assessments against the property, if applicable, and all regular maintenance of the premises.
8. Insurance on the Property. PROPERTY OWNER shall maintain and pay for liability insurance, and fire insurance on the real property. PROPERTY OWNER shall have the insurance company issuing the policy add UNITED FIRST to the policy as "also insured," instruct the insurance company to provide notice of non-payment to UNITED FIRST in that event, provide proof of insurance to UNITED FIRST within 10 days of the date of this Agreement.
9. Expectations of the Parties: The following state the expectations of the parties respecting this Joint Venture. Upon the execution of this Joint Venture Agreement and retention of legal counsel, legal counsel will suspend and delay the foreclosure against the property by either

voluntary agreement with the Trustee instituting the foreclosure or by filing a lawsuit for an injunction and if applicable the judgment of counsel for damages, in the expectation of recording a Notice of Pendency of Action (Lis Pendens) or its equivalent under the law of the State in which the real property is situated, receiving a Temporary Restraining Order (TRO) and/or Preliminary Injunction to stop the foreclosure. The parties expect and anticipate basically one of three outcomes ultimately to result:

- a. Legal counsel, on behalf of PROPERTY OWNER, will be unable to stop the foreclosure against the property by any means because the party initiating the foreclosure produces proof that it is in possession of the original note and is the rightful owner of the note by proper endorsement, assignment, legal process or otherwise. In this case any lawsuit will be dismissed.
- b. In rare cases, foreclosure will be delayed through litigation with the foreclosing parties sufficiently so that an opportunity results to do a sufficiently favorable loan workout, settlement, or loss mitigation (hereinafter called "settlement") of some sort, acceptable to PROPERTY OWNER and UNITED FIRST that will enable PROPERTY OWNER to reinstate the loan on the new terms agreed in the "settlement" that results.
- c. Foreclosure will be defeated through litigation and the encumbrance created by the mortgage or trust deed being foreclosed, following the expiration of the statute of limitations, will eventually be cleared off of the property, allowing the property to be sold or refinanced free of the encumbrance.

Which outcome results will depend upon specifics that are not and cannot be known at this time regarding the history of the transfers of the note underlying the mortgage, the financial strength and condition of the current holder(s) of the note, the ability of the foreclosing party to trace the history of the note and to find the original note and/or obtain valid transfer of the note sufficient to give it the right under the applicable laws to declare default and foreclose the security interest in the property, etc. It is the belief and conviction of UNITED FIRST that a significant but unknown number and percentage of these loans that are caught up in the present subprime mortgage foreclosure crisis will be, upon challenge, uncollectable, and that another significant percentage will be so caught up in uncertainty so as to provide the opportunity against the backdrop of litigation to negotiate a "settlement" that is highly favorable to PROPERTY OWNER and UNITED FIRST. For that reason, and with the agreement of PROPERTY OWNER to the terms of this joint venture, UNITED FIRST is willing to enter into this joint venture and carry the cost of litigation under the terms of this Agreement.

10. Financial Affect of the Various Outcomes. If the outcome as stated in paragraph 9 (a) occurs within three months, UNITED FIRST will refund the first monthly payment by PROPERTY OWNER made under this Agreement.

If the outcome as stated in paragraph 9 (b) occurs, in addition to payment and fulfillment of the obligations of the PROPERTY OWNER under this joint venture agreement, the PROPERTY OWNER shall be required to pay to UNITED FIRST an additional amount equal to fifty percent (50%) of the net present value of the savings to the PROPERTY OWNER by the settlement and restructuring of the debt with the foreclosing party, its principals, successors and assigns. This savings amount shall first be computed in good faith by

UNITED FIRST by taking the **lower** of 2 calculations: 1) the amount of all dismissed or forgiven debt, or 2) the fair market value of the property, based upon independent appraisals, minus any debts still outstanding after the "settlement". If PROPERTY OWNER wants to contest the amount as determined by UNITED FIRST, the amount will then be determined by an independent financial consultant agreed upon by the parties, whose decision shall be final and binding. The cost of the analysis of the independent financial consultant shall be borne by UNITED FIRST if the result lowers the amount by ten percent (10%) or more, or by PROPERTY OWNER, otherwise. If this additional compensation can be paid in cash, it shall be so paid. Otherwise, the property will be sold and the payment shall be per the above calculation.

If the outcome as stated in paragraph 9 (c) occurs, in addition to payment and fulfillment of the obligations of the PROPERTY OWNER under this joint venture agreement, one of two choices is available to the PROPERTY OWNER as follows:

- a. The PROPERTY OWNER will pay UNITED FIRST 80% of the then value of the property. The PROPERTY OWNER shall be given a reasonable amount of time to obtain a new mortgage for that purpose.
- b. The PROPERTY OWNER will place the property on the market and sell the property, paying 80% of the net sale price to UNITED FIRST.

In this event, the obligation to UNITED FIRST shall be a lien against any escrow, if any, or otherwise against the property.

11. **Joint Venture, No Partnership.** This Agreement creates a joint venture, not a partnership. A joint venture is a common enterprise limited to the endeavors described in this joint venture agreement. UNITED FIRST has and will participate in additional joint ventures with other property owners and business enterprises. The parties agree that in so doing UNITED FIRST is not in default of any obligation to PROPERTY OWNER under this joint venture agreement. Neither party is a legal representative or an agent of the other party. Neither party can assume or create any obligation, representation, warranty or guaranty, express or implied, on behalf of the other party for any purpose whatsoever. Neither party shall make any representations, guaranties or warranties to any third party on behalf of the other party, or represent that it is affiliated with the other party.

12. **Expenses.** Except as provided in this agreement, the Parties shall each be responsible for their own expenses regarding this transaction and any future transactions.

13. **No Legal, Lending or Real Estate Broker Representation .** It is agreed and specifically understood that neither UNITED FIRST, nor any of its agents, representatives, employees or finders, have provided, on behalf of UNITED FIRST, individually or on behalf of any other entity, legal services or advice to PROPERTY OWNER. **UNITED FIRST does not offer or provide legal advice or services through any of its agents, representatives or employees to anyone.** UNITED FIRST is not a law firm. It is not licensed to and does not practice law.

Nor is UNITED FIRST licensed as a real estate broker in California or in any other State or jurisdiction. **It has not offered to provide or provided any real estate brokerage or real estate agent services to PROPERTY OWNER, through any of its agents, representatives employees, finders or otherwise with respect to this Agreement, the Premises or with**

respect to any other transaction. While certain independent agents that work with UNITED FIRST may or may not be licensed real estate agents or brokers, at no time are they representing the PROPERTY OWNER or UNITED FIRST in that capacity.

Nor is UNITED FIRST licensed as a real estate mortgage lender in California or in any other State or jurisdiction. **It has not offered to provide or provided any real estate mortgage lending services to PROPERTY OWNER through any of its agents, representatives employees, finders or otherwise with respect to this Agreement, the Premises or with respect to any other transaction.** While certain independent agents that work with UNITED FIRST may or may not be licensed real estate or personal property mortgage lenders, at no time are they representing the PROPERTY OWNER or UNITED FIRST in that capacity.

Furthermore, UNITED FIRST and/or its employees and independent contractors will not represent and are not representing PROPERTY OWNER in any capacity before any state or federal court, nor providing any legal advice, lending services, foreclosure consulting services or real estate brokerage services or advice to PROPERTY OWNER.

14. Privacy. In order to maintain the secrecy required by privacy and lending laws, **UNITED FIRST agrees not to divulge to any third-party information it has acquired during performance of this agreement absent an order from a court of competent jurisdiction or administrative mandate from a government agency.**
15. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered personally or faxed with confirmation of receipt, or mailed first-class, postage prepaid, registered or certified mail as follows:

If to UNITED FIRST:

United First, Inc.
Attn: Paul H. Noe, II
6399 Wilshire Blvd., Suite 700
Los Angeles, CA 90048-5709
Phone: 323-213-4945
Fax: 323-329-9300

If to PROPERTY OWNER:

Felipe Bolanos
25402 Valley View Lane, Moreno Valley, CA 92557
Phone: 951-529-2800
Email: b.elvia@yahoo.com

16. Process Guidelines and Rules. The Parties agree to the following:

a. PROPERTY OWNER will be filing many legal documents and papers through and with the help of the offices of M.W. Roth, A Professional Law Corporation, for the purposes of this Joint Venture Agreement. Because each party will be spending considerable financial resources to achieve those purposes, each party agrees to comply with all reasonable requests of the other or of legal counsel.

b. M.W. Roth, A Professional Law Corp will attempt on behalf of the parties and as attorney of record for PROPERTY OWNER to achieve the stated purposes of the joint venture. If any litigation is required in a jurisdiction in which M.W. Roth, A Professional Law Corporation is not licensed to appear as attorney of record, it may arrange to do so through other lawyers and as the representative of PROPERTY OWNER in California, it may communicate and assist in directing the litigation. The parties to this joint venture agreement understand that M.W. Roth, A Professional Law Corporation will be providing legal services to UNITED FIRST and to PROPERTY OWNER, and each agrees to and consents to this dual representation. By way of full disclosure, the wife of the founder and principal of M.W. Roth, A Professional Law Corporation is with respect to UNITED FIRST a minority shareholder and the corporate Secretary serving in a ministerial capacity, only. Her interest in UNITED FIRST is her separate property. She does not engage in policy or business decisions of the company, except to vote her shares.

c. Neither UNITED FIRST nor PROPERTY OWNER perceives a conflict of interest in the representation by M.W. Roth, A Professional Law Corporation under this agreement. To the extent that such a conflict may exist, the Parties waive the conflict and agree to the joint representation. M.W. Roth, A Professional Law Corporation has spent many hours and attorney resources in researching and developing the litigation strategies that it believes are most likely to produce the desired results in furtherance of the joint venture purposes, all being done at the sole expense of UNITED FIRST. No representation or warranty is made or can be made that this process shall be effective in whole or in part to achieve these objectives in any given case, including this one.

d. As part of the legal services to be provided to PROPERTY OWNER by M.W. Roth, A Professional Law Corporation pursuant to this joint venture, M.W. Roth, A Professional Law Corporation shall attempt to provide documents and communications to the three major credit reporting agencies endeavoring to clear the credit report of PROPERTY OWNER of any derogatory information related to the foreclosure(s), however, no guarantees or assurances can be made as to the elimination or reversal of derogatory credit information at any of the three major reporting agencies. Further, it is possible that in furtherance of the purposes of this joint venture, but solely in its own discretion, UNITED FIRST may engage in business tactics, such as purchasing a first mortgage loan at a discount so as to be able to foreclose and wipe out one or more subordinate liens. This may result in unfavorable information becoming available to credit agencies. PROPERTY OWNER and UNITED FIRST hold each other harmless for any derogatory credit information reported by the three credit agencies.

e. Should, for any reason, M.W. Roth, A Professional Law Corporation becomes unable to continue representing PROPERTY OWNER in the anticipated litigation, UNITED FIRST, at its instance and expense, will obtain substitute counsel to take over and provide substitute counsel with all of the pleadings, research, and litigation techniques and information available to it to fight foreclosures in the context of the current sub-prime mortgage foreclosure crisis that UNITED FIRST has obtained through its relationship with M.W. Roth, A Professional Law Corporation. Of course, PROPERTY OWNER's file will be transferred to the new attorney.

17. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
18. Governing Law. The laws of the **State of California** will govern the interpretation, validity and effect of this Agreement without regard to principles of conflicts of law, the place of execution or the place for performance. This agreement and any retainer agreement with M.W. Roth, A Professional Law Corporation, is being entered into in the State of California.
19. Situs of the Joint Venture. No matter the location of the real property of the PROPERTY OWNER that is sought as collateral by the foreclosing parties, the situs of this Joint Venture is the **State of California**, and no other.
20. Arbitration. Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than one with respect to valuation or accounting for which a remedy is already provided under separate provisions of this agreement, shall be settled by arbitration administered by Judicial Arbitration and Mediation Services ("JAMS") or, in the option of UNITED FIRST, by Judicate West, to be held in the Los Angeles County office of either alternative dispute resolution center. However, each of the Parties reserves the right to file with a court of competent jurisdiction an application for temporary restraining order or preliminary injunctive relief, summary relief, writ of attachment, temporary protective order and/or appointment of a receiver on the grounds that the arbitration award to which the Applicant may be entitled may be rendered ineffectual in the absence of such relief.

Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The award of the arbitrator shall be binding, final, and non-appealable. The Parties may obtain discovery in aid of the arbitration to the fullest extent permitted under law, including California Code of Civil Procedure Section 1283.05, *et seq.* All discovery disputes shall be resolved by the arbitrator. The costs of the arbitration, including any administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties. Reasonable attorney fees and costs shall be awarded to the prevailing party on any proceeding.

21. Merger Clause. This Agreement contains the entire agreement of the Parties with respect to the matters set forth, and supersedes any prior written or oral agreement between them. There are no representations or warranties not herein contained, and the Parties acknowledge that

they are not relying upon any verbal, oral or prior written agreements or representations not contained in these Agreements. No changes to this agreement that would modify, add or subtract from the terms and conditions set forth shall be valid unless contained in a writing and signed by all Parties.

22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile copies and electronic digital copies of original signature pages in PDF or TIFF format shall be deemed to be originally signed signature pages for all purposes of this Agreement.
23. Male/Female; Singular/Plural. The use of pronouns in this document is simply a choice of convenience, and the parties agree that whatever the gender of the Parties, it is intended apply to the Parties and each of them as if the correct pronoun gender had been used. Similarly, the use of the singular tenses of verbs and pronouns or the plural tenses of verbs and pronouns is a matter of convenience, and the parties agree that whether the PROPERTY OWNER identified herein is one or more persons, the provisions are meant to apply to each as if the proper verb and pronoun had been used.
24. Obligations Joint and Several. The obligations of the PROPERTY OWNER, if more than one person, shall be joint and several, which means that each person shall be wholly and fully responsible to meet the obligations of PROPERTY OWNER as set out in these Agreements.
25. Captions Matters of Convenience. The captions of each provision and paragraph in this document are for purposes of convenience only and do not control the meaning of the provisions. The meaning of each provision is intended to be determined by the language of the Agreement as if the captions did not exist.
26. No Party Deemed the Author of this Agreement. Should it be determined by any court or any arbitrator that one or more provisions of these Agreements are vague, ambiguous or uncertain, interpretation shall be made without reference to any presumptions or rules of construction related to the identity of the Party that drafted these Agreements or the provision. The parties recognize, agree and acknowledge that the consent to these Agreements by each party is freely and voluntarily given, without duress or undue influence being exercised by any party.
27. **CONFLICT OF INTEREST AND ADVICE TO OBTAIN INDEPENDENT COUNSEL.**
BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THERE MAY BE A CONFLICT OF INTEREST BETWEEN PROPERTY OWNER AND UNITED FIRST IN ENTERING INTO THIS AGREEMENT. PROPERTY OWNER IS AND HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL PRIOR TO ENTERING INTO THIS AGREEMENT OR PRIOR TO SIGNING ANY OF THE OTHER DOCUMENTS. IF PROPERTY OWNER FAILS TO SEEK INDEPENDENT LEGAL COUNSEL, THE FAILURE TO DO SO SHALL BE CONSTRUED AS A REPRESENTATION MADE BY PROPERTY OWNER TO UNITED FIRST THAT PROPERTY OWNER IS INFORMED, CAPABLE AND ABLE TO DETERMINE THE RISKS INVOLVED, AND HAS MADE A CONSCIOUS DECISION IN THOSE

REGARDS WITHOUT RELYING UPON ANY REPRESENTATIONS OR STATEMENTS OF UNITED FIRST NOT CONTAINED IN THIS AGREEMENT.

UNITED FIRST, AND ITS EMPLOYEES AND INDEPENDENT CONTRACTORS, REVIEW REAL ESTATE AND OTHER TRANSACTIONS FOR CLIENTS, INVESTORS AND COMPANIES THAT OPERATE IN VARIOUS AREAS OF REAL ESTATE AND LENDING. IT IS NOT A REAL ESTATE BROKER AND DOES NOT REPRESENT OTHERS IN REAL ESTATE TRANSACTIONS. IT IS UNDERSTOOD AND AGREED THAT THIS JOINT VENTURE DOES NOT AND WILL NOT PREVENT UNITED FIRST AND/OR ITS EMPLOYEES AND INDEPENDENT CONTRACTORS FROM OTHER ACTIVITIES SO LONG AS THOSE ACTIVITIES ARE NOT CONTRARY TO THE INTEREST OF PROPERTY OWNER IN THIS JOINT VENTURE. THE PARTIES ACKNOWLEDGE THAT EACH IS A FIDUCIARY TO THE OTHER ONLY WITH RESPECT TO THE SCOPE OF THIS JOINT VENTURE. THIS TRANSACTION AND AGREEMENT IS ENTERED INTO BETWEEN THE PARTIES AS AN "ARMS LENGTH TRANSACTION."

PROPERTY OWNER IS ADVISED AND ACKNOWLEDGES THAT IN PROVIDING THESE AGREEMENTS AND FORMS TO PROPERTY OWNER UNITED FIRST IS NOT OFFERING OR GIVING LEGAL ADVICE TO THE PROPERTY OWNER, AND THAT LEGAL ADVICE CAN BE GIVEN ONLY BY AN ATTORNEY DULY LICENSED TO PRACTICE LAW IN THE STATE IN WHICH THE ATTORNEY IS LICENSED.

THE CHOICE OF HAVING INDEPENDENT ATTORNEY ADVICE AND/OR REVIEW OF THIS OR ANY OTHER DOCUMENTATION IS ENTIRELY A DECISION OF THE PROPERTY OWNER. PROPERTY OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE JOINT VENTURE WILL HIRE ATTORNEYS TO REPRESENT PROPERTY OWNER IN COURT AND/OR TO GIVE PROPERTY OWNER LEGAL ADVICE WITH RESPECT TO THE PURPOSES OF THE JOINT VENTURE. PROPERTY OWNER IS HEREBY NOTIFIED AND AGREES THAT SAID LEGAL ADVICE AND REPRESENTATION IS FOR THE BENEFIT OF THE JOINT VENTURE AND NOT SOLELY FOR THE BENEFIT OF CLIENT.

NO WARRANTIES OR REPRESENTATIONS ARE HEREBY MADE REGARDING THE ADEQUACY OF THE FORMS, PROCEDURES AND LITIGATION TECHNIQUES THAT WILL BE MADE AVAILABLE TO PROPERTY OWNER AS A RESULT OF THIS JOINT VENTURE.

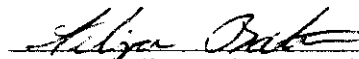
IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the Effective Date.

UNITED FIRST, INC., a Nevada Corporation

By: _____
Paul H. Noe, II, President

By signing below PROPERTY OWNER certifies that he or she has read the entire Agreement, and particularly paragraph 26 and the above stated disclosures appearing in all capital letters, and fully understands the disclosures and the limitations of these Agreements stated or implied. Each nevertheless asks UNITED FIRST to enter into this Agreement. In so doing, each acknowledges that UNITED FIRST makes no representations or warranties regarding the outcome of this joint venture.

I (We) understand that there is a 72 hour right to cancel this transaction by contacting UNITED FIRST at 6399 Wilshire Blvd., Suite 700, Los Angeles, CA 90048-5709. Phone: 323-213-4945; Fax: 323-329-9300.



Felipe Bolanos, an individual

EXHIBIT 1

Everything on this Exhibit 1 must be completed by Property Owner

FELIPE BOLANOS

Property Address: 25402 Valley View Lane, Moreno Valley, CA 92557
County: RIVERSIDE
Assessor's Parcel Number: 474-130-017-1

First Trust Deed

Original Lender: COUNTRYWIDE
Original Mortgage Date: November 8, 2005
Balance Due: \$ 350,000.00
Date of Last Mortgage Payment was January 01, 2008.
Was this used to Purchase Property Refinance Property

Trustee Initiating NOD: _____
Trustee Address: _____
Date of NOD: ____/____/____

Date of Trustee Sale: 07/22/2008

Additional Encumbrances:

Second Trust Deed \$ N/A

Was this used to Purchase Property Refinance Property

Home Equity Line of Credit: \$ N/A

Was this used to Purchase Property Refinance Property

HOA or Mechanics LIEN \$ N/A

Tax LIEN Current or Past Due Amount \$ _____
Date last taxes Paid ____/____/____

Exhibit “A”
M.W. Roth Retainer
Agreement

RETAINER

To: M.W. Roth, A Professional Law Corporation

FELIPE BOLANOS (each if there is more than one) [hereinafter Client], and United First, Inc., as a Joint Venture Partner of Client, hereby retains and instructs you to represent Client in protecting Client's rights under the law with respect to any alleged mortgage loan default and foreclosure proceedings that are consistent with the explicit purpose of the joint venture as stated in the Joint Venture agreement. This may involve litigation seeking provision relief, a permanent injunction, notice of pendency of action, or suit for damages predicated on any number of legal theories. You are authorized to conduct such actions and to take such proceedings as you may consider necessary, appropriate and proper to the objectives described in the joint venture agreement, and to employ such agents and retain such counsel in or outside California as you consider necessary or expedient.

Client and United First, Inc. agree that legal fees on this matter shall be calculated on a time for services basis consistent with your standard hourly rates of \$300 per hour for attorney time, and \$150 per hour paralegal time less a 10% discount, making a net hourly rate of \$270 per hour which will be billed in minimum 6 minute increments (1/10th of an hour), but understand that these rates may change in the future. You may change these rates upon 60 days prior notice mailed to United First, Inc.'s last known address. Client has entered into a joint venture agreement with United First, Inc. under which it shall pay all bills incurred under this Agreement. If Client fails to continue making Client's contribution to the Joint Venture as required by the Joint Venture Agreement, upon notice thereof, you are authorized to stop work on any files ongoing under this Agreement, and Client agrees to sign a Substitution of Attorney, replacing you as legal counsel with either Client, pro se, or another attorney of Client's choosing. If Client fails to do so, you may make a motion to be relieved as counsel and shall be entitled to payment from Client for the fees and court cost involved in the making that motion.

Pursuant to the Joint Venture Agreement between Client and United First, Inc., you agree to look to United First, Inc. for payment and not to Client, except with respect to any motion to be relieved as counsel necessitated by Client's refusal or failure to execute a Substitution of Attorney as discussed in the previous paragraph. You will bill this file on a monthly basis to United First, Inc. by facsimile transmission, email or mail, on or about the first day of each month, and payment is due within 10 days thereafter. Client further agrees that to the extent that Mitchell Roth or some other lawyer is holding IOLTA (client's trust) funds, that any outstanding bills may be paid from that account with appropriate notice indicated on the bill.

While you may, from time to time, advance various costs required by this legal representation, such as messengers, federal express, large photocopying jobs performed off premises, filing fees, service fees, etc., you have no obligation to do so. Client and United First, Inc. agree that United First, Inc. under its joint venture agreement with Client, will reimburse any such expenditures that are properly billed to this file. Should any dispute arise regarding attorney's fees under this agreement, Client has the right to submit the dispute to binding arbitration under the rules of the Los Angeles County Bar Association.

Should Client submit to you any future or additional matters, this agreement shall not apply and a separate written agreement will be signed with respect to any future or additional matters.

Client understands that attorneys fees are not set by law and are a negotiable item. Further, Client understands that Client may take this agreement to be reviewed by an attorney or any other advisor of Client's choosing.

Client acknowledges that it has been informed that you represent Client's joint venture partner, United First, Inc. in general corporate matters, and may represent it in other matters as well. Further, Client has been informed that Victoria Roth, the wife of Mitchell Roth, the founder and principal of M.W. Roth, A Professional Law Corporation, is a minority shareholder of United First, Inc. and holds her shares as her sole and separate property. She also serves United First, Inc. in a ministerial capacity as its corporate Secretary.

Client understands and agrees that all communications from you regarding legal representation are matters of professional opinion only. You do not and cannot offer any guaranty regarding outcomes. Client has been informed and understands that you do not maintain errors and omissions insurance which covers your services rendered on this matter.


YOU HAVE NOT ADVISED CLIENT WITH RESPECT TO CLIENT'S DECISION TO ENTER INTO A JOINT VENTURE OR ANY OTHER RELATIONSHIP WITH UNITED FIRST, INC. AND CLIENT DOES NOT RELY UPON ANY STATEMENTS OR ADVICE IT MAY PERCEIVE TO HAVE BEEN GIVEN BY ANY PRINCIPAL OR AGENT OF M.W. ROTH, A PROFESSIONAL LAW CORPORATION REGARDING CLIENT'S DECISION TO ENTER INTO THAT JOINT VENTURE. CLIENT ACKNOWLEDGES THAT NO SUCH ADVICE HAS BEEN GIVEN.

CLIENT HAS BEEN ADVISED THAT M.W. ROTH, A PROFESSIONAL LAW CORPORATION HAS ADVISED UNITED FIRST, INC. REGARDING LEGAL MATTERS AND CONCERNS ABOUT ITS FORECLOSURE DEFENSE JOINT VENTURE PROGRAM, AND HAS, IN FACT, DRAFTED THE JOINT VENTURE AGREEMENT AS ATTORNEY FOR UNITED FIRST, INC., AND NOT FOR CLIENT. CLIENT UNDERSTANDS THAT IN DRAFTING THAT AGREEMENT, M.W. ROTH, A PROFESSIONAL LAW CORPORATION WAS NOT DRAFTING THAT DOCUMENT FROM THE POINT OF VIEW OF REPRESENTING THE INTERESTS OF CLIENT, BUT RATHER, SOLELY THE INTERESTS OF UNITED FIRST, INC.

BOTH CLIENT AND UNITED FIRST, INC. BELIEVE THAT THERE IS NO CONFLICT OF INTEREST AT THIS TIME IN YOUR REPRESENTATION OF CLIENT UNDER THIS RETAINER AGREEMENT, AND YOU HAVE INDICATED YOUR CONCURRENCE. YOU HAVE ADVISED BOTH UNITED FIRST, INC. AND CLIENT THAT A CONFLICT OF INTEREST COULD DEVELOP IN THE FUTURE, IN WHICH CASE YOU WILL HAVE TO ADVISE CLIENT AND UNITED FIRST, INC. AND WITHDRAW FROM FURTHER REPRESENTATION.

This Agreement is entered into in the State of California.

DATE: 07-04-2008


Felipe Bolanos

United First, Inc. agrees to be financially responsible under the terms of this agreement and the joint venture agreement with Client.

United First, Inc.

By Paul Noe, President

United First, Inc.
Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is entered into as of 07/04/2008 (“**Effective Date**”) by and between United First, Inc. (hereinafter “**UNITED FIRST**” or “**Disclosing Party**”) and FELIPE BOLANOS (“**Recipient**”);

FOR AND IN CONSIDERATION of the disclosure by UNITED FIRST to one or more representatives of Recipient of confidential and information owned by and/or relating to UNITED FIRST (“**Information**”) which is to be presented to, shown to and/or explained to Recipient orally, in writing and/or by demonstration or by prototype model(s), Recipient, intending to be legally bound, accepts and receives such Information in confidence and trust, subject to the following terms and conditions: (Recipient includes the officers, directors and employees of Recipient.)

1. As used herein, Information includes, but is not limited to, all information, whether in oral, written, graphic, electronic or other form, disclosed by UNITED FIRST to the Receiving Party. In particular, Information includes, without limitation, any trade secrets, confidential information, ideas, inventions or research and development information; technology; notes, products, know-how, engineering or other data or work-in-process; planning or marketing procedures, strategies or information; accounting, financial or pricing procedures or information, budgets or projections, or personnel or salary structure/compensation information; lists or information regarding suppliers, clients, customers, employees, contractors, investors or investigators of UNITED FIRST and/or any of its subsidiaries, subdivisions, parent companies or affiliates (“**Affiliates**”); information which has been designated in writing as confidential; programs, procedures (including operating procedures), processes, methods, guidelines, policies, proposals or contracts; computer software, data bases or programming; and any other information which, if divulged to a third party, could have an adverse impact on UNITED FIRST and/or any of its Affiliates, or on any third party to which it or they owe a confidentiality obligation. In addition, “**Information**” includes any of the foregoing relating to the past, present or future operations, organization, projects, finances, business interests, methodology or affairs of any third party to which UNITED FIRST and/or any of its Affiliates owes a duty of confidentiality including, without limitation, the mere fact that the Disclosing Party and/or any of its Affiliates is or may be working with or for any client. The nature, scope, type and quantity of the Information to be disclosed or provided shall be in the sole discretion of the Discloser.

2. UNITED FIRST discloses such Information to Recipient only for the purpose of facilitating communication between UNITED FIRST and Recipient concerning a possible business relationship or investment and to enable Recipient to determine the desirability of entering into such a relationship. Each Receiving Party shall use the Disclosing Party’s Proprietary Information solely for the purposes of evaluating such Information. Receiving Party shall not make any other use of UNITED FIRST’s Information without specific written authorization. Receiving Party may gather certain information if it enters into a business relationship with Disclosing Party, however, any information, forms, papers, trade secrets, confidential

information, ideas, inventions or research and development information; technology; notes, products, know-how, engineering or other data or work-in-process; planning or marketing procedures, strategies or information; accounting, financial or pricing procedures or information, budgets or projections, or personnel or salary structure/compensation information; lists or information regarding suppliers, clients, customers, employees, contractors, investors or investigators remains the sole property of the Disclosing Party and may not be used by the Receiving Party to replicate, reproduce copy or used in any way for the benefit of anyone or any entity other than the Disclosing Party.

3. Recipient shall keep confidential and not disclose, divulge, provide, or make accessible to any person, firm or company (including any contractor or consultant of Recipient) any of the Information except as expressly authorized in writing by UNITED FIRST. Recipient shall not copy any Information in any manner inconsistent with this Agreement. Information shall be provided only to those officers, directors and employees of Recipient who have a need to receive Information for the purpose of carrying out the Purpose of this Agreement. Recipient shall inform each of its officers, directors and employees to whom Information is provided of the existence of this Agreement and their obligations hereunder.

4. Recipient shall not use such Information for any purpose except in accordance with (2) above, or in accordance with any formal agreement that might result from such negotiations.

5. Nothing herein contained shall deprive Recipient of the right to use and to disclose any Information that the Recipient demonstrates: (a) has become publicly known through no wrongful act or breach of obligation of confidentiality; (b) was in the lawful knowledge of Recipient prior to the time of disclosure hereunder; (c) was rightfully received from a third party without breach of any obligation of confidentiality by such third party; or (d) was independently obtained or developed by the Recipient free from any obligation of confidentiality under this Agreement.

6. It is mutually understood that nothing herein shall be construed as granting or implying any right under any letters Patent or to use any invention covered thereby, or as granting or implying any right to trademarks, copyrights, or to use any of Discloser's Information except as expressly set forth herein, or as permitting Recipient to unfairly obtain the right to use Information which becomes publicly known through an improper act or omission on its part.

7. Recipient shall promptly return to Discloser all Information and copies thereof upon Discloser's request, and in any event, no later than 60 days following any expiration or termination of this Agreement.

8. Discloser makes no representations or warranty as to the accuracy or completeness of the Information.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to provisions of conflicts of law. Recipient expressly submits to the jurisdiction of the State and Federal courts of California for all disputes arising hereunder.

10. This Agreement contains the final, complete and exclusive agreement of the parties relative to confidentiality, and replaces and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may be amended or modified only by a written instrument executed by a duly authorized officer of each party, and shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. To the extent any provision of this Agreement or the application thereof is found by a proper authority to be invalid or unenforceable, it shall be considered deleted here from, and the remainder of this Agreement shall continue in full force and effect.

11. Recipient acknowledges and agrees that in the event of any breach of this Agreement, UNITED FIRST shall be entitled to seek specific performance and injunctive relief as remedies therefore, as well as all other remedies available at law or in equity including, but not limited to any damages which result from such breach.

12. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any photocopy or facsimile of this Agreement, or of any counterpart, shall be deemed the equivalent of an original.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first above written.

RECIPIENT: Felipe Bolanos

By: 

Address: 25402 Valley View Lane, Moreno Valley, CA 92557

Phone: 951-529-2800

United First, Inc.

By: _____

Print Name: Paul H. Noe, II

Title: President

6399 Wilshire Blvd., Suite 700

Los Angeles, CA 90048-5709

PHONE: 323-213-4945

FAX: 323-329-9300

RECEIPT AND DISCLOSURE

On this 07.04.08 I/we FELIPE BOLANOS, have signed a Joint Venture Agreement with **United First, Inc.** (**hereinafter referred to as U1st**) regarding my/our property located at 25402 Valley View Lane, Moreno Valley, CA 92557. I/we understand that by signing the Joint Venture Agreement I/we may be agreeing to and instituting actions which will affect my/our rights, title and interest in that property. I/we understand and acknowledge the following:

- I/We believe the value of the property is \$ 200K F.B
Initial
- I/We believe the total liens/debt on the property is \$ 350K F.B
Initial
- Therefore, I/We believe the equity of the property is \$ <150K? F.B
Initial
- I/We have **not** received any legal advice from **U1st** or their representatives. F.B
Initial
- I/We understand that the representative that presented the **U1st** Foreclosure Relief Package is not an attorney, or a Foreclosure Consultant. F.B
Initial
- I/We have **not** received any tax advice from **U1st** or their representatives. F.B
Initial
- I/We have **not** received any financial advice from **U1st** or their representatives. F.B
Initial
- I/We have fully explored our options regarding refinancing and either have chosen not to refinance at this time, or we are satisfied we cannot. F.B
Initial
- I/We have fully explored our options regarding negotiation with the Lender and/or loss mitigation at this time and have chosen not to pursue it further. F.B
Initial
- I/We have fully explored our options regarding selling the property and have chosen not to pursue it further at this time. F.B
Initial
- I/We understand that the independent representative that presented the JV Agreement is is not a licensed real estate agent but is **not** acting in that capacity and is not representing my interests. F.B
Initial
- I/We understand that the independent representative that presented the JV Agreement is is not a licensed notary public and may be receiving compensation from **U1st**. F.B
Initial
- I/We understand that there is **no guarantee** that the Joint Venture will be successful in achieving its objectives and I/we may not be able to avoid foreclosure and/or exercise our options to retain the property or sell the property and receive any compensation in the future. F.B
Initial
- I/We understand that I/we have 72 hours to cancel and no cancellations will be allowed after that time. F.B
Initial

Felipe Bolanos
Signature - Felipe Bolanos

F. Elihu Calvillo
Signature of Rep Print Name

55

Printed on Recycled Paper CA The Yosemite Fund

PAY TO THE ORDER OF United First Inc DATE 7-4-08

One thousand Eight Hundred and Fifty \$ 1,850.00

1850 DOLLARS

Bank of America

Moreno Valley
12350 Ferris Blvd
Moreno Valley CA
951 886 2590

FOR Allyson Parks

MP

0099
16-66/1220
1540

⑆ 1 2 200066 1⑆ 0098 ⑆ 15403 ⑆ 69898 ⑆

Pay to the Order of Hope Financial Services DATE 7-4-08

One thousand Five Hundred \$ 1,500.00

1500 DOLLARS

Bank of America

Moreno Valley
12350 Ferris Blvd
Moreno Valley CA
951 886 2590

FOR Allyson Parks

MP

0099
16-66/1220
1540

⑆ 1 2 200066 1⑆ 0099 ⑆ 15403 ⑆ 69898 ⑆

Focus 2000 Anniversary
 3760 E NAVATO Blvd
 Parkview, NV 89061
 (800) 277-3950
 (702) 499-4181 cel
 Stephen Choate

Submitting address

ORIGINAL FILED

FEB 11 2009

LOS ANGELES
 SUPERIOR COURT

fax (909) 567-2168

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

In the Matter of the Assumption of Jurisdiction Over the Law Practice of:	Case No.
MITCHELL ROTH, individually, and doing business as MW ROTH, PLC	[PROPOSED] ORDER TO SHOW CAUSE AND INTERIM ORDERS ASSUMING JURISDICTION OVER THE LAW PRACTICE OF MITCHELL ROTH AND MW ROTH, PLC
Member of The State Bar of California, State Bar Membership No. 71952 <i>→ compliance with them</i>	[Rules of Court, rule 3.1200 et. seq.; Bus. & Prof. Code, § 6190, et seq., 6180 et. seq.]
	Hearing Date:
	Time:
	Dept.:

UPON CONSIDERATION of the *Ex Parte* Application of the State Bar of California for an Order to Show Cause and Interim Orders assuming jurisdiction by the court over the law practice of MITCHELL ROTH and MW ROTH, PLC, and the supporting documents filed therewith, and good cause appearing,

THIS COURT FINDS that it is more likely than not that the State Bar's Petition and Application for Assumption of Jurisdiction Over the Practice of Law of Mitchell Roth and MW Roth, PLC, will be granted and that delay in making the orders requested by the State Bar will result in substantial injury to clients or to others. Therefore, pending a hearing on the Order to Show Cause, this court hereby issues interim orders to assume jurisdiction over the law practice

(PROPOSED) ORDER TO SHOW CAUSE AND INTERIM ORDERS ASSUMING JURISDICTION OVER THE LAW PRACTICE OF MITCHELL ROTH, ET AL.

1 of Mitchell Roth and MW Roth, PLC, pursuant to Business and Professions Code sections 6190,
 2 *et seq.*, which incorporates sections 6180, *et seq.*, and further orders that Scott J. Draxel, Chief
 3 Trial Counsel of the State Bar of California, and his designees, be appointed to do the following:

4 1. Examine, retrieve, remove, secure in a protected area, all the files and records,
 5 including electronic data stored on computer processing units, of Roth's law practice at his law
 6 offices located at 13245 Riverside Drive, Suite 320, Sherman Oaks, California 91423, 13245
 7 Riverside Drive, Suite 510, Sherman Oaks, California 91423; 13245 Riverside Drive, Suite 540,
 8 Sherman Oaks, California 91423; 555 West Beech Street, Suite 210, San Diego, California
 9 92101; and 4280 Latham Street, Suite E, Riverside, California 92501, or any other off-site
 10 location in California where reliable evidence establishes that client files or records of the law
 11 practice may be stored. The area to be examined shall be as described in Attachment A. The
 12 items to be retrieved, secured to a protected area and examined shall be as described in
 13 Attachment B.

14 * ② Notify persons and entities who appear to be clients, advise them of Mr. Roth's
 15 incapacity, of the pendency of this proceeding and reasons for the proceeding, and inform them
 16 that it may be in their best interest to obtain other legal counsel.

17 3. Apply for extensions of time as necessary, pending employment of such other counsel
 18 by the client.

19 4. With the consent of the client, file notices, motions and other pleadings on behalf of
 20 the clients where jurisdictional time limits are involved and other legal counsel has not yet been
 21 obtained.

22 ⑤ Give notice to appropriate persons and entities who may be affected, other than
 23 clients, of the pendency of the proceeding and the reasons for the proceeding.

24 6. Arrange for the surrender or delivery of clients' papers and property.

25 7. Freeze any and all client trust and law practice bank accounts maintained in the name
 26 of Mitchell Roth, or MW Roth, P.L.C., or any other corporation or partnership operated in the
 27

main thing is to set aside pending trust deed sale proceedings

important -> they notified london that -> seeking new counsel

3 >

1 name of Mitchell Roth, including, but not limited to, Wells Fargo Bank Client Trust Account no.
2 073-5029944.

3 8. Apply for the appointment of a receiver, if appropriate, to take possession and control
4 of any and all bank accounts relating to Roth's law practice, including any general or office
5 account and client trust account.

6 9. Do such acts as the court may direct to carry out the purposes of Business and
7 Professions Code section 6180, et seq., including:

8 (a) Photograph and/or videotape the execution of this order as necessary to document
9 compliance with the Court's order.

10 (b) Make electronic copies of all data stored on computer processing units.

11 (c) Retain all client files secured at the law practice and distribute those client files to the
12 clients. *give us back "law suit files" for lawsuit*

13 (d) Endorse any check received by the State Bar which is made payable to the order of
14 Mitchell Roth, MW Roth, PLC and/or any corporation, partnership or association operated in the
15 name of Mitchell Roth and deposit the check into any bank account frozen pursuant to this order.

16 (e) Direct the appropriate telephone company or companies to disconnect any and all
17 telephone, telefax, DSL, and pager lines associated with Roth's law practice, including but not
18 limited to (818) 989-7888, and to rerter all calls to a specific telephone line at the State Bar,
19 which shall be established to receive the calls.

20 (f) File a change of address notification with the United States Postal Service to forward
21 all mail addressed to Mitchell Roth or MW Roth, PLC or the Law Offices of Mitchell Roth, at:

- 22 (i) 13245 Riverside Drive, Suite 320, Sherman Oaks, California 91423;
- 23 (ii) 13245 Riverside Drive, Suite 510, Shennan Oaks, California 91423;
- 24 (iii) 13245 Riverside Drive, Suite 540, Sherman Oaks, California 91423;
- 25 (iv) 555 West Beech Street, Suite 210, San Diego, California 92101; and
- 26 (v) 4280 Latham Street, Suite E, Riverside, California 92501.

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1 Such mail should be forwarded to the attention of Rizamari C. Sitton, State Bar of California,
 2 Office of the Chief Trial Counsel, 1149 S. Hill Street, Los Angeles, CA 90015-2299.

3 (g) Open and examine all forwarded mail addressed to Mitchell Roth or MW Roth, PLC.
 4 MORBOVER.

5 10. When executing the court's orders, if the State Bar finds any of Roth's law offices
 6 located at 13245 Riverside Drive, Suite 320, Sherman Oaks, California 91423; 13245 Riverside
 7 Drive, Suite 510, Sherman Oaks, California 91423; 13245 Riverside Drive, Suite 540, Sherman
 8 Oaks, California 91423; 555 West Beech Street, Suite 210, San Diego, California 92101; and
 9 4280 Latham Street, Suite E, Riverside, California 92501, or any other off-site location in
 10 California where reliable evidence establishes that client files or records of the law practice may
 11 be stored, to be locked and unattended, the owner, manager, or any custodian of the premises is
 12 authorized to unlock the doors and provide access to the premises. If such owner, manager or
 13 custodian cannot be located, any qualified locksmith is authorized to secure entry using such
 14 devices or techniques as are standard in the industry.

15 11. Any knowledgeable person found on the premises of his law practice, is ordered to
 16 provide to the State Bar any and all passwords and/or protocols required to access the electronic
 17 data stored on any computer processing unit located at Roth's law practice and/or removed from
 18 Roth's law practice pursuant to this order.

19 12. Any person, including but not limited to, the representatives of the Mitchell Roth,
 20 Roth's former or present associates or employees, or any other person having possession of any
 21 files and/or records associated with Roth's practice of law, including electronic data stored on
 22 computer processing units or in any other form or format, irrespective of site, is ordered to
 23 maintain such files and records intact, without alteration or change of location, and to turn over
 24 all such files and records to the State Bar within 48 hours of service of this order.

25 13. Any and all banks are authorized to provide, forthwith at the time of service of a
 26 copy of this order, a true copy of signature cards, the account numbers, and the last available
 27 monthly statements of any and all accounts frozen pursuant to paragraph 7, above, and are

1 authorized to disclose to the State Bar the balance of the frozen account(s) at the time of service
2 without further order or subpoena.

3 14. The appropriate telephone company or companies are authorized to disconnect any
4 and all telephone, telefax, and pager lines associated with Roth's law practice, including but not
5 limited to (818) 989-7888, and to refer all calls to a specific telephone line at the State Bar,
6 which shall be established to receive the calls. If the telephone company or companies incur
7 actual or real costs in terminating the telephone service(s) and/or in referring callers to the State
8 Bar, as directed by this court, then the telephone company or companies may charge to and
9 collect from the State Bar, such costs, for a duration of three months, so long as the cumulative
10 amount of the costs charged to the State Bar do not exceed \$500. Any additional amounts or
11 different charges shall be subject to further court order.

12 15. The United States Postal Service are authorized to enter a change of address for all
13 mail addressed to Mitchell Roth, MW Roth, PLC, or the Law Offices of Mitchell Roth, at 13245
14 Riverside Drive, Suite 320, Sherman Oaks, California 91423; 13245 Riverside Drive, Suite 510,
15 Sherman Oaks, California 91423; 13245 Riverside Drive, Suite 540, Sherman Oaks, California
16 91423; 555 West Beech Street, Suite 210, San Diego, California 92101; and 4280 Latham Street,
17 Suite E, Riverside, California 92501, to the attention of Rizamari C. Siton, State Bar of
18 California, Office of the Chief Trial Counsel, 1149 S. Hill Street, Los Angeles, CA 90015-2299.

~~Rizamari C. Siton~~
~~State Bar of California~~
~~Office of the Chief Trial Counsel~~
~~1149 S. Hill Street, Los Angeles, CA 90015-2299~~
(213) 765-1000

19 IT IS HEREBY ORDERED THAT:

20 16. Mitchell Roth and MW Roth, PLC appear and show cause on
21 March 27, 2009 (date) at 9 a.m./p.m., in Department A of
22 the Los Angeles County Superior Court, located at 300 East Olive Avenue, Burbank, California
23 91502, why this court should not assume jurisdiction over Mitchell Roth and MW Roth, PLC's
24 law practice pursuant to Business and Professions Code sections 6190, et seq. and 6180, et seq.,
25 and issue orders as requested in the *Ex Parte* Application filed by the State Bar of California.

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2009 043 - 0057

[PROPOSED] ORDER TO SHOW CAUSE AND INTERIM ORDERS ASSUMING JURISDICTION OVER THE LAW PRACTICE OF MITCHELL ROTH, ET AL.

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IT IS FURTHER ORDERED THAT:

17. The State Bar of California shall serve upon Mitchell Roth and MW Roth, PLC, or their counsel, a copy of the Petition and Verified Application, the supporting Declarations and Memorandum of Points and Authorities filed therewith, the *Ex Parte* Application for Interim Orders, and the Order to Show Cause and Interim Orders in accordance with Business and Professions Code section 6190.3, by 5 p.m. on Feb 11, 2009, *by mail*.

18. The State Bar shall file a proof of service by ~~Feb 5~~ *by mail* p.m. on Feb-18 2009.

19. Opposition papers shall be filed in Department A by 4:00 p.m. on March 17, 2009 and shall be served on the State Bar by personal service, or fax by the same time and date.

Reply: filed + served by 4PM on 3-23-09

Dated: February 11, 2009

Michelle Rosemary
Judge of the Superior Court,
County of Los Angeles

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Attachment A

The areas examined shall be at the law offices located at 13245 Riverside Drive, Suite 320, Sherman Oaks, California 91423; 13245 Riverside Drive, Suite 510, Sherman Oaks, California 91423; 13245 Riverside Drive, Suite 540, Sherman Oaks, California 91423; 555 West Beech Street, Suite 710, San Diego, California 92101; and 4280 Latham Street, Suite E, Riverside, California 92501, or any other off-site location in California where reliable evidence establishes that client files or records of the law practice may be stored.

The examination area shall include all locked or unlocked rooms, attics, basements, file cabinets and other storage devices and areas and other parts therein and the surrounding grounds and any garages, storage areas, trash containers and outbuildings of any kind located thereon, under the care, control and/or custody of persons located at the law offices.

The examination shall also include any and all brief cases, satchels, backpacks, or planners under the care, custody and/or control of persons located at the law offices.

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Attachment B

The items to be retrieved, secured and examined shall include all client files and client records including, but not limited to, notes, memoranda, reports, correspondence and other documents pertaining to legal, investigative or medical service sought or provided, compensation sought or obtained for clients, and disbursement of client funds.

The items to be retrieved, secured and examined shall include all law office records including, but not limited to, computers, office memoranda, ledgers, journals, financial statements, checking and savings account records, bank statements, cancelled and uncanceled checks, check ledgers, check registers, bank signature cards, bank books, deposits, withdrawals, legal files, and bank or other financial records evidencing the obtaining, secreting, transferring or concealing of assets.

The items to be retrieved, secured and examined shall include any of the above described evidence whether printed, hand-produced, or recorded photographically, electronically, mechanically, or by any other means. Where a file or record is maintained in a mechanical device such as a fax machine, computer, video or audio apparatus, magnetic tapes, discs (floppy, mini, CD, laser, and hard drive), such apparatus in its entirety including complete hardware, supporting software for data retrieval, and material describing operation of the apparatus shall be retrieved, removed and secured.

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