

APPENDIX

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APPENDIX A

IN THE SUPREME COURT OF CALIFORNIA
En Banc

S271932

Court of Appeal, Sixth Appellate District -
No. H0492

[Filed January 5, 2022]

ROBERT CORLISS, Petitioner,)
)
v.)
)
SUPERIOR COURT OF MONTEREY)
COUNTY, Respondent;)
CROSSROADS FINANCING, LLC,)
Real Party in Interest.)
)

The petition for review is denied.

CANTIL-SAKAUYE

Chief Justice

APPENDIX B

**IN THE COURT OF APPEAL OF THE
STATE OF CALIFORNIA
SIXTH APPELLATE DISTRICT**

H049211

Monterey County Super. Ct. No. 19CV005216

[Filed November 12, 2021]

ROBERT CORLISS,)
Petitioner,)
v.)
THE SUPERIOR COURT OF)
MONTEREY COUNTY,)
Respondent;)
CROSSROADS FINANCING, LLC,)
Real Party in Interest.)

BY THE COURT:

The petition for writ of mandate, prohibition, or other appropriate relief and the request for stay are denied.

(Greenwood, P.J., Bamattre-Manoukian, J., and
Lie, J. participated in this decision.)

Date: 11/12/2021 s/_____ P.J.

APPENDIX C

Jeffrey D. Pearlman (SBN 123580)

Laurence P. Lubka (SBN 103752)

jeff@lubkawwhite.com

LUBKA & WHITE LLP

222 E. Huntington Drive, Suite 215

Monrovia, California 91016

Telephone: (626) 301-0700

Facsimile: (626) 301-0200

Attorneys for Plaintiff and Cross-Defendant,
CROSSROADS FINANCING, LLC, a Connecticut
Limited Liability Company

**SUPERIOR COURT OF THE STATE OF
CALIFORNIA COUNTY OF MONTEREY,
MONTEREY DISTRICT**

Case No.: 19CV005216

**Case Assigned to the Hon. Maria O. Anderson
Dept. 14**

Hearing:

Date: April 23, 2021

Time: 9:00 A.M.

Dept: 14

[Filed April 27, 2021]

CROSSROADS FINANCING, LLC, a)
Connecticut Limited Liability Company,)
)
Plaintiffs,)
)
vs.)
)
ROBERT JAMES CORLISS, an individual;)
and, DOES 1 through 10, inclusive,)
)
Defendants.)
)
AND RELATED CROSS ACTION.)

**ORDER COMPELING BINDING
CONTRACTUAL ARBITRATION**

The Motion (hereinafter “MOTION”) of Plaintiff and Cross-Defendant Crossroads Financing, LLC (“hereinafter “CROSSROADS”) for an order compelling Defendant and Cross-Complainant Robert James Corliss (hereinafter “CORLISS”) to binding contractual arbitration came on for hearing before the Hon. Judge Marla O. Anderson at approximately 9:00 A.M. in Department 14 of the above-entitled court. Jeffrey D. Pearlman of Lubka & White, LLP appeared for moving party CROSSROADS. Samuel Kornhauser appeared for CORLISS. After reviewing the papers filed by the parties in support and in opposition to the Motion, as well as considering all evidence and arguments presented at the hearing, and after weighing the required factors concerning whether the right to

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arbitration was waived, and on proof being made to the satisfaction of the Court that written contractual agreements require CROSSROADS and CORLISS to arbitrate and that arbitration was not waived by CROSSROADS, and for good cause having been shown therefor, the Hon. Judge Marla O. Anderson, Judge presiding, granted the MOTION and ordered as follows:

1. IT IS SO ORDERED that the disputes between CROSSROADS and CORLISS concerning and/or arising out or related to the written Guaranty Agreement By Individual dated September 27, 2018 and the written Guaranty Agreement By Individual dated June 18, 2019, be arbitrated in accordance with the terms of said agreements before the American Arbitration Association in San Francisco, California.

2. IT IS SO FURTHER ORDERED that, with the exception of self-help, provisional remedies and ancillary remedies, this case is stayed until completion of the arbitration and all dates and hearings not related to self-help, provisional remedies and ancillary remedies in this case are hereby vacated.

3. IT IS SO FURTHER ORDERED that a Status Conference is set for February 22, 2022, at 9:00 a.m. in Department of the above-entitled Court.

IT IS SO ORDERED.

DATED: April 23, 2021

s/_____
JUDGE OF THE SUPERIOR COURT
MARLA O. ANDERSON

APPENDIX D

Constitution of the United States

Fifth Amendment

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

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APPENDIX E

Amendment XIV

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

APPENDIX F

California Code of Civil Procedure, § 1281

A written agreement to submit to arbitration an existing controversy or a controversy thereafter arising is valid, enforceable and irrevocable, save upon such grounds as exist for the revocation of any contract.

(Repealed and added by Stats. 1961, Ch. 461.)

APPENDIX G

California Code of Civil Procedure, § 1281.8(d)

CHAPTER 2. Enforcement of Arbitration Agreements [1281 - 1281.99]

(Chapter 2 added by Stats. 1961, Ch. 461.)

[1281.8.]

(a) As used in this section, “provisional remedy” includes the following:

(1) Attachments and temporary protective orders issued pursuant to Title 6.5 (commencing with Section 481.010) of Part 2.

(2) Writs of possession issued pursuant to Article 2 (commencing with Section 512.010) of Chapter 2 of Title 7 of Part 2.

(3) Preliminary injunctions and temporary restraining orders issued pursuant to Section 527.

(4) Receivers appointed pursuant to Section 564.

(b) A party to an arbitration agreement may file in the court in the county in which an arbitration proceeding is pending, or if an arbitration proceeding has not commenced, in any proper court, an application for a provisional remedy in connection with an arbitrable controversy, but only upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief. The

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application shall be accompanied by a complaint or by copies of the demand for arbitration and any response thereto. If accompanied by a complaint, the application shall also be accompanied by a statement stating whether the party is or is not reserving the party's right to arbitration.

(c) A claim by the party opposing issuance of a provisional remedy, that the controversy is not subject to arbitration, shall not be grounds for denial of any provisional remedy.

(d) An application for a provisional remedy under subdivision (b) shall not operate to waive any right of arbitration which the applicant may have pursuant to a written agreement to arbitrate, if, at the same time as the application for a provisional remedy is presented, the applicant also presents to the court an application that all other proceedings in the action be stayed pending the arbitration of any issue, question, or dispute which is claimed to be arbitrable under the agreement and which is relevant to the action pursuant to which the provisional remedy is sought.