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February 6, 2026

Via email to kargar02.kg@gmail.com and Overnight Delivery

Karla Alvarado
Jorge Garcia
306 Prince Lane Sp. 205
Santa Ana, CA 92704

Re: Unlawful Detainer Trial, Case No. 30-2023-01337947-CL-UD-CJC,
Refusal to File Notice of Appeal

Dear Karla Alvarado and Jorge Garcia,

The purpose of this letter is to confirm the contents of our phone conversation on February 5, 2026 where you stated that you did not wish for our office to file a notice of appeal of the judgment in your unlawful detainer action, Case No. 30-2023-01337947-CL-UD-CJC. You were also informed that the last date to file a notice of appeal was February 5, 2026.

You were also informed that the Park would be filing an attorney's fees motion that could potentially expose you to thousands of dollars of additional costs.

Be aware that, per your request to communicate with opposing counsel, the Park has sent a proposed settlement agreement (*see attachment*) on February 6, 2026 regarding this attorney's fees motion, which would potentially involve the settlement of any future claims against the Park. An immediate response will be needed as to this proposed settlement as the Park has set a deadline of Monday, February 9, 2026 at 5:00 p.m. to provide a response.

You indicated that the only thing you require from our office were the documents comprising your case file. These items are being gathered and an update will be provided when those items have been collected.

Should you have any questions, please do not hesitate to contact me, Adrian Paris, or my paralegal, Thelma Navarro, at (619) 544-0123, or send an e-mail at tnavarro@asklawgroup.com.

Sincerely,



Adrian M. Paris

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6 de febrero del 2026

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Jorge Garcia
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Santa Ana, CA 92704

Re: Unlawful Detainer Trial, Case No. 30-2023-01337947-CL-UD-CJC,
Refusal to File Notice of Appeal

Estimados Sra. Karla Alvarado y Sr. Jorge Garcia,

El proposito de esta carta es para confirmar el contenido de nuestra conversacion telefonica del dia 5 de febrero del 2026, en el cual ustedes declararon que no deseaban que nuestra oficina presentara una notificacion de apelacion sobre la decision final de su demanda de desalojo, Numero de Caso 30-2023-01337947-CL-UD-CJC. Ustedes tambien fueron informados que el ultimo dia para presentar una notificacion de apelacion era el dia 5 de febrero del 2026.

Ustedes tambien fueron informados de que el Parque estaria presentando una peticion acerca de los honorarios de los abogados la cual podria exponerlos a miles de dolares en costos adicionales.

Tengan en cuenta que por peticion suya de comunicarnos con los abogados contrarios, el Parque envio una propuesta de acuerdo (adjunto) el dia 6 de febrero del 2026, acerca de la peticion sobre los honorarios de los abogados, el cual posiblemente podria involucrar cualquier otro acuerdo de reclamos que tenga en el futuro en contra del Parque. Una respuesta inmediata sera necesaria para esta propuesta de acuerdo, ya que el Parque ha establecido como fecha limite el dia lunes 9 de febrero del 2026, a las 5:00 p.m., para brindar una respuesta.

Ustedes han indicado que lo unico que requieren de nuestra oficina son sus expedientes del caso. Por el momento, dichos expedientes estan siendo recopilados y le avisaremos cuando esta peticion sea completada.

Si tiene alguna pregunta, favor de contactarme a mi, Adrian Paris, o a mi paralegal, Thelma Navarro, al (619) 544-0123, o por correo electronico tnavarro@asklawgroup.com.

Atentamente,

Adrian M. Paris

1 LOFTIN | BEDELL P.C.
2 Ariel R. Bedell, Esq. (SBN: 228111)
3 April E. Roberts, Esq. (SBN: 254020)
4 2121 Palomar Airport Road, Suite 200
5 Carlsbad, CA 92011
6 Tel: (760) 431-2111
7 Email: Ariel@loftinbedell.com

8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE**

11 COACH ROYAL – 003, L.P.

12 Plaintiffs,

13 v.

14 CARLOS BARRAGAN; VICTOR M. URIBE;
15 KARLA BARRAGAN (aka KARLA
16 ALVARADO); GEORGE GARCIA; and
17 DOES 1 to 10

18 Defendants.

Case No. 30-2023-01337947-CL-UD-CJC

**STIPULATION REGARDING
ATTORNEYS FEES AWARD AND
RELEASE**

Complaint Filed: July 21, 2023

19 **WHEREAS**, the above-entitled action came before this Court with a Judgment entered in
20 favor of Plaintiff COACH ROYAL-003, L.P. (“**Plaintiff**”) on January 6, 2026 for an award of
21 possession of 306 Prince Lane (commonly known as Space 205), Santa Ana, California 92704
22 (the “**Premises**”) against Defendants Carlos Barragan, Karla Barragan (aka Karla Alvarado) and
23 Jorge Garcia (collectively referred to as “**Defendants**”) and provided an award of attorneys fees
24 pursuant to motion.

25 **WHEREAS**, Plaintiff asserts that Defendants have engaged in certain conduct that is
26 defamatory in nature, damaging to Plaintiff and threatens Plaintiff’s valid operations of its
27 Property.
28

1 **WHEREAS**, Defendants have asserted certain claims regarding retaliatory eviction,
2 discrimination, wrongful eviction and other alleged improper actions on the part of Plaintiff and
3 its prior employees relating to the mobilehome located at the Premises.

4 **WHEREAS**, Plaintiff and Defendant desire to enter into this Stipulation to resolve the
5 award of attorneys’ fees and the claims each may have against the other as further set forth
6 herein.

7 **1.** Subject to the terms of this Stipulation, Defendant agrees that Plaintiff is awarded
8 the sum of \$75,000.00 in attorneys’ fees and court costs incurred in the totality of this action. In
9 exchange for the covenants, agreements and waivers in this Stipulation, and subject to
10 Defendants’ compliance with the terms of this Stipulation, Plaintiff agrees to waive its right to
11 collect or enforce the award of attorneys’ fees judgment provided for herein.

12 **2.** Plaintiff agrees that Defendant may remove the mobilehome from the Premises on
13 or before the date of a warehouse lien sale (which would be subject to a separate notice but which
14 date is anticipated in the month of April, 2026) and upon such removal, all structures,
15 attachments and belongings shall be removed. Any items remaining on the premises 5 days after
16 the mobilehome is removed shall be deemed abandoned and Plaintiff may remove and dispose
17 of. Plaintiff agrees to provide notice of the intent to lien and lien sale in accordance with Civil
18 Code § 798.56a and provide a copy thereof to Defendants counsel.

19 **3.** Each party agrees that they shall make no public statement which materially
20 disparages the other party including statements on social media, in publication, traditional media
21 outlet or in any other public form, including at City Council hearings. Such obligation shall
22 include Defendants, and each of them, from participating in, encouraging or assisting others in
23 making statements such as that the Plaintiff is stealing their homes, is threatening or actually
24 calling “ICE” or making any other false or disparaging statements about Plaintiff or any of its
25 employees, agents, vendors, owners or operators. Such obligation shall include Plaintiff
26 providing a neutral reference for any future landlord and declining providing a reason for the
27 basis for the termination. Nothing herein shall prohibit either party from making any statements
28 required by law.

1 4. Defendants agree that they shall cease and not engage in any and all conduct to
2 harass, follow, bother, intimidate or cause others to harass, follow, bother, or intimidate Plaintiff
3 or its employees, agents or persons hired by Plaintiff. This includes ceasing following Plaintiff's
4 employees around the community, stopping vehicles in front of Plaintiff employee vehicles,
5 blocking employees from performing their duties within the Park, or encouraging others to do
6 such actions. This also includes, but is not limited to thwarting real estate agents, brokers and
7 other individuals hired by Plaintiff or other residents within Coach Royal Mobile Home Park.

8 5. In the event Defendants breach the terms of this Stipulation, Plaintiff shall have the
9 right to file an ex parte application with evidence supporting such breach and request a money
10 judgment be entered in the amount of \$75,000.00 against Defendants, plus \$5,000.00 for
11 additional attorneys' fees incurred to enforce this Stipulation.

12 6. In exchange for the waiver of the right to collect the sums due to Plaintiff,
13 Defendants, collectively and individually, on behalf of themselves, their agents, successors,
14 assigns, decedents and estates, hereby fully release and forever discharge Plaintiff, together with
15 Plaintiff's agents, employees, servants, persons, officers, directors, members, managers,
16 management companies, maintenance personnel, affiliated and related entities, owners, parent
17 entities, predecessors, purchasers, associates, affiliates, successors-in-interest, alter egos and
18 alleged alter egos, sureties, investors, principals, divisions, fiduciaries, attorneys, indemnitees,
19 assigns, insurer third-party administrators and insurers, and each of them, of and from all rights,
20 claims, demands, costs, controversies, debts, loss of service or other losses of liabilities,
21 expenses, fees (including attorneys' fees), accounts, compensation and causes of action of
22 whatever kind or nature, in law, equity or otherwise, whether known or unknown, concealed or
23 hidden, and any and all known and unknown personal injuries and property damage which any
24 of the Defendant has had, may have had, now has or hereafter can, shall or may have against
25 Plaintiff, for or by any reason, matter, cause of thing whatsoever, arising from, connected with
26 or related to the facts, conditions, circumstances, incidents and any occurrence alleged or which
27 could have been alleged in the pending action, including all facts, issues, defenses and claims
28 raised therein, whether arising before or after the commencement of the action.

1 7. In exchange for the waivers and agreements provided for herein whereby Plaintiff
2 waives its right to collect the award of attorneys fees and Defendant agrees to waive any and all
3 claims or rights it may have against Plaintiff. Therefore, Defendants fully waives, releases and
4 forever discharges the other from any and all claims, actions, or damages Defendants may have
5 against the Plaintiff, whether such are now known or unknown, foreseen or unforeseen. In
6 entering such waiver, each party is aware of, and understand, the provisions of California Civil
7 Code Section 1542 (“**Section 1542**”), which provides: “A GENERAL RELEASE DOES NOT
8 EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT
9 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
10 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
11 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR
12 RELEASED PARTY.” Each party expressly, knowingly, and intentionally waive any and all
13 rights, benefits, and protections of Section 1542 and of any other state or federal statute or
14 common law principle limiting the scope of a general release.

15 8. Defendants waive rights to file any further motions, hearings or delays, including
16 ex parte hearings, motions to set aside the Judgement issued in this Case or this Stipulation or
17 motions relating to hardship per Code of Civil Procedure §§ 918 or 1179.

18 9. This Stipulation does not constitute an admission by either party that allegations in
19 any pleadings are true.

20 10. The parties hereby authorize the Court to retain jurisdiction over the parties to
21 enforce the settlement until performance in full of the terms of the settlement pursuant to
22 California Code of Civil Procedure §664.6, and expressly waive any legal impediment which
23 would bar the Court from retaking jurisdiction.

24 11. Each party to this Stipulation acknowledges that they were either represented by or
25 consulted with legal counsel or had the opportunity to seek legal counsel and declined to do so
26 regarding the terms and conditions of this Stipulation and enter into this Stipulation with such
27 guidance of legal counsel.

28

1 **12.** This Stipulation sets forth the entire agreement of the parties with respect to the
2 matters addressed herein and shall not be modified unless modified in writing and signed by all
3 parties hereto.

4 **13.** This Stipulation may signed in counterparts and when taken together shall
5 constitute a full and complete Stipulation.

6 **IT IS FURTHER AGREED** that, pursuant to California Rule of Court 2.305(d) a faxed or other
7 electronic copy of this stipulation, bearing the signatures of all signatories hereto, may be used
8 for all purposes in lieu of the original.

9
10 **ACCEPTANCE BY PLAINTIFF:**

11 **Date:** _____

Coach Royal – 003, L.P.

12
13 _____
14 **By:** _____
15 **Its:** _____

16
17
18
19
20
21 **ACCEPTANCE BY DEFENDANTS:**

22 **Date:** _____

_____ Carlos Barragan

24 **Date:** _____

_____ Karla Barragan (aka Karla Alvarado)

26 **Date:** _____

_____ Jorge Garcia (esa George Garcia)

27
28 **APPROVED AS TO FORM AND CONTENT**

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Date: _____
Ariel R. Bedell, Esq. Attorney for Plaintiff

Date: _____
James Allen, Esq. Attorney for Defendants

ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the above terms will be the order of this court. Pursuant to this stipulation, the clerk of the court is hereby ordered to maintain restriction on public access to the record under Code of Civil Procedure Section 1161.2(a), and this matter shall remain restricted.

Date: _____
Judge of the Superior Court of California, County of Orange