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County of San Francisco

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN FRANCISCO**

10 STEPHEN DOWNS, NATHAN
11 LIMCOLIOC; YVONNE ULIBARRI;
12 DANIELLE MORVAN; GOLDEN GATE
13 UNIVERSITY ALUMNI ASSOCIATION

14 Plaintiffs,

15 vs.

16 DAVID J. FIKE; GOLDEN GATE
17 UNIVERSITY, a California non-profit
18 organization; and DOES 1-50, inclusive.

19 Defendants.

Case No.

CGC-24-612353

COMPLAINT

- 1) BREACH OF CONTRACT
- 2) PROMISSORY ESTOPPEL
- 3) BREACH OF FIDUCIARY DUTY
- 4) PROMISSORY FRAUD
- 5) CONSTRUCTIVE FRAUD
- 6) UNLAWFUL BUSINESS PRACTICE
- 7) INJUNCTIVE RELIEF
- 8) APPOINTMENT OF RECEIVER

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22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 1. Golden Gate University Law School ("Law School") has been operating since 1901, and
24 in its 123-year history, has served an important role in diversifying legal education in the Bay Area. The
25 Law School routinely ranks nationally as one of the most diverse law schools and serves an important
26 role in enabling minority and non-traditional students obtain juris doctor degrees from an America Bar
27 Association accredited institution.
28

1 2. In its 123-year history, the Law School has produced thousands of lawyers who have
2 contributed to the legal community, including numerous San Francisco County Superior Court judges
3 like the Honorable Lee Baxter, who has donated substantial amounts of time and money to the Law
4 School over the years and has a courtroom as well as a fellowship named after her. The Law School
5 also counts California Supreme Court Justice Jesse Carter, and Ninth Circuit Court of Appeal Justice
6 Morgan Christen amongst its alumni. In addition to Law School's contributions to the judiciary it has
7 produced elected officials such as United States Congress Phillip Burton and the Mayor of Salt Lake
8 City, Peter Corroon. Law School Alumni have even found their way into Hollywood as Gary Goldstein
9 was the producer of "Pretty Woman" starring Julia Roberts and Richard Gere.

10 3. All allegations in this complaint stem from the tragic and unnecessary pending closure
11 of the Law School due to poor leadership and a lack of transparency primarily by University President
12 David J. Fike ("Fike"). It should be noted that from a pure public policy perspective the California
13 Constitution at Article IX section 1 specifically states, "A general diffusion of knowledge and
14 intelligence being essential to the preservation of the rights and liberties of the people, the legislature
15 shall encourage by all suitable means the promotion of intellectual, scientific, moral, and agricultural
16 improvement." Certainly, the sudden and unilateral closure of a law school that has been around for 123
17 years is something that any branch of government should be concerned with and materially harms the
18 city, state, and country.

19 4. Plaintiffs Stephen Downs, Nathan Limcolioc, Danielle Morvan and Yvonne Ulibarri are
20 currently enrolled law students at the Law School (hereinafter "Students.")

21 5. Students allege that Defendants, Golden Gate University, a California non-profit
22 organization, (hereinafter referred to as "University") and David J. Fike, the University President in his
23 individual capacity, have engaged in fraudulent behavior, which constitutes unlawful business practices.
24 These actions have also resulted in breaches of fiduciary duty, breach of express and implied contract, as
25 well as claims for promissory estoppel, false advertising, promissory fraud, and constructive fraud.
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1 6. The Golden Gate University Alumni Association is connected to the University Board of
2 Trustees, which donates money and time to the University. During the relevant times in this complaint,
3 it has held several meetings with Fike to learn more about the Law School's fiscal stability.

4 7. These meetings have uniformly resulted in almost no information being provided.
5 Although Fike has been given multiple opportunities to provide financial information detailing the true
6 extent of the Law School's deficit, he has routinely declined to do so, opting for a "smoke and mirrors"
7 approach to direct questioning. For instance, during one Zoom meeting at which the Board demanded
8 an accurate accounting of the University's debt, Fike claimed he would provide the information, but
9 then his "computer froze." As of the time of this filing, many months later, Fike has still not produced
10 the information.

11 8. At the heart of these allegations is the Law School's sudden announcement that it would
12 be ceasing operations through a blast email dated November 30, 2023, which fails to even provide a date
13 for the school's closure. (Attached hereto as **Exhibit 1** is a copy of the e-mail sent by Fike to all students
14 during law school finals.)

15 9. Prior to closing, an ABA accredited law school must have an approved teach out plan to
16 ensure orderly continuation of student education.

17 10. This closure was unilaterally announced by Fike, even though the American Bar
18 Association ("ABA") has *not* approved a teach out plan, and students had not been given any
19 information about how the closure would affect their studies. In fact, the ABA had *rejected* Golden
20 Gate's teach out plan on November 23, 2023. (Attached hereto as **Exhibit 2** is a copy of the rejection of
21 the teach out plan from the ABA website.)

22 11. Yet, despite the ABA's clear rejection of the proposed plan on November 23, 2023, one
23 week later, without any approval, Fike unilaterally declared the law school was closing and provided no
24 information as to why or what the next steps were in a blast email. (See Exhibit 1.)

25 12. Prior to the closure announcement, Fike and the University had entered several schemes
26 that resulted in the University incurring millions of dollars of fiscally irresponsible debt, including three
27 loans totaling sixty million dollars, the drastic reduction of its full-time law school class size from over
28

1 100 students to under 30, the hasty institution of online legal bachelor's and master's programs, and free
2 tuition to all incoming students starting in 2022.

3 13. On August 1, 2019, the University took out three separate loans against the property,
4 located at 536 Mission Street in San Francisco, totaling \$60 million. (Attached hereto as **Exhibit 4** is a
5 copy of the Preliminary Title Report for the University's building at 536 Mission Street in San
6 Francisco.) The only signatory for these \$60 million loans was David J. Fike. This loan, and the
7 implications it had for the Law School's continued solvency, was never communicated to any students.
8 This would have been extremely important information for students that chose to enroll at the University
9 with guaranteed free tuition, which was offered to all incoming first year law students in 2022.
10 (Attached hereto as **Exhibit 5** is a press release from the University promoting the program.)

11 14. At the time Fike entered these loans, he knew or should have known that there was no
12 likelihood that the University would be able to pay them back if it reduced the student body and revenue
13 streams from tuition.

14 15. Fike also knew or should have known that if the University and the Law School began
15 operating two new, untested degree programs, at the same time as making these other changes, there was
16 no likelihood that the University would be solvent enough to pay back the loans.

17 16. Had students known the University took out such a massive loan against the property,
18 and that such loans, coupled with the plan to reduce the student body and cease charging tuition,
19 questions could and would have been asked about the financial stability of the University. This would
20 have made a major impact on students before making the life altering choice of what law school to
21 enroll in.

22 17. Students also did not know that a barely sketched out or well-researched plan to create a
23 revenue stream from offering online bachelor's in law and master's in law programs was at the heart of
24 the University's revenue plan.

25 18. It is simply astonishing that a university could promote free tuition for its students and
26 then run out of money before those students finish their degree. The fact that this occurred speaks to the
27 serious leadership issues at the University.
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1 19. By advertising for students and accepting applications each fall, the Law School held
2 expressly or at the very least implicitly held itself out as being capable of operating for the duration of
3 each entering student's legal education.

4 20. This massive undertaking of debt is particularly concerning because in 2022, the Law
5 School offered full tuition to all incoming law students. (See Exhibit 5.)

6 21. This offer was enticing to numerous law students who sought to obtain an ABA law
7 degree with no educational debt. Had the current law students known that the University had taken out a
8 \$60 million loan only three years before, and then offered free tuition, numerous red flags would have
9 risen.

10 22. Fike was aware of the effects of the University's fiscal instability and university wide
11 accreditation issues dating back to 2019. The Western Association of Schools and Colleges, ("WASC")
12 submitted letters of concern to Fike and the University in 2019, 2021 and 2023. These letters were
13 supposed to be prominently displayed on the University website and communicated to students.
14 However, these WASC reports are buried on a difficult to find webpage on the University website.
15 More concerning is that these letters of concern have misleading labels, which say, "accreditation letter"
16 and "team reports." However, these accreditation letters are in fact letters of concern from an
17 accrediting agency questioning the integrity of the University. (Attached hereto as **Exhibit 6** are letters
18 of concern from WASC, which are supposed to be prominently displayed on the University's website
19 but are misleadingly labeled as accredited information on the University's website.)
20

21 23. Fike's career history demonstrates that he was not qualified to lead the University
22 through a period of fiscal peril, yet he was given free rein to act with minimal or no oversight and his
23 numerous failures as a leader at multiple institutions speaks for itself.

24 24. Prior to coming to the University, Fike was Dean of Student Affairs at Holy Names
25 University and then President of Marygrove College. (Attached hereto as **Exhibit 7** is Fike's profile on
26 the University's website.)

27 25. Both Holy Names University and Marygrove College both went defunct and are no
28 longer in operation. Fike joined the University as President in 2015, and only a few years later, a law

1 school that has been around for over 123 years is suddenly shutting down without any explanation.
2 Financial failure appears to follow Fike wherever he goes.

3 26. As one of many examples which will be brought up in the motion for injunctive relief,
4 the lack of leadership and communication displayed by Fike is concerning and longstanding.

5 27. Many people in the University saw Fike as an ineffective leader and had major concerns
6 about his management skills and judgment. In 2019, several colleges within the University issued letters
7 of no confidence against Fike including the Business School, Tax School, Accounting School, and
8 Undergraduate school. (Attached hereto as **Exhibit 8** is a copy of a No Confidence Letter submitted to
9 Fike and the Board of Trustees in 2019.) The Deans behind this letter were promptly fired after voicing
10 their concerns regarding Fike's leadership.

11 28. Fike has routinely demonstrated that he did not understand how to lead through a crisis,
12 including the ones he created. For example, on August 23, 2023, Fike informed the entire University he
13 traveled to India with another Dean to promote the University. (Attached hereto as **Exhibit 9** is a copy
14 of the email August 23, 2023, promoting the India trip.) In this email a single paragraph is dedicated to
15 the University law school, which vaguely mentions data is being reviewed. Then in October, a teach-out
16 plan was submitted to the ABA without ever telling students. As discussed, this plan was rejected for
17 "lack of information" on November 23, 2023. (See Exhibit 2.) However, Fike ignored the rejection and
18 unilaterally emailed that the University's law school was closing a week later on November 30, 2023.
19 (See Exhibit 1.)
20

21 29. Students made the monumental life decision to enroll at the University to obtain a Juris
22 Doctorate from an ABA school. Enrolling in law school is a major life decision that incurs substantial
23 expense, time, and dedication. The Students have performed exceptionally well during their time at the
24 University.

25 30. Stephen Downs, a U.S. Army Veteran that resides in the State of Washington and flies
26 down for classes at the University, specifically chose Golden Gate for the J.D. Flex Program which
27 meets on weekends. Yvonne Ulibarri resides in New Mexico and flies to San Francisco for weekend
28 classes and chose the JD Flex Program for the same reasons as Stephen Downs.

1 31. Danielle Morvan is another J.D. Flex Student who was excited to attend the J.D. Flex
2 Program that University offered and has been flying back and forth from Oregon to finalize her degree.

3 32. Nathan Limolioc has persevered through initial academic struggles as a young law
4 student and after being placed on academic probation, worked extremely hard to improve. Nathan has
5 improved tremendously academically making the Dean's list the last few semesters.

6 33. Despite all of Nathan's efforts he was deeply hurt to know that the University was
7 closing without explanation. Enrolling at the University to obtain a law degree was a major choice for
8 all these students, but Fike and the University have completely failed these students by being unable or
9 unwilling to communicate what is happening.

10 34. Numerous other law students at the University have also achieved great success due to
11 the professors and supportive environment the University offers. However, Fike's administration has
12 clouded their experience.

13 35. Furthermore, Fike has a demonstrated history of fiscal imprudence and lack of leadership.
14 The unilateral execution of the \$60 million loan, the commitment to untested programs online that Fike
15 and University knew or should have known would result in massive expense, and the drastic reduction
16 in class size without notice to the incoming students about the school's fiscal solvency, directly led to
17 the Law School's closure.

18 36. Fike continues to mishandle the Law School closure. On February 2, 2024, Fike sent
19 another blast email informing students that they could transfer to University of San Francisco. (Attached
20 hereto as **Exhibit 10** is the non-ABA approved plan sent via email by Fike to Golden Gate students on
21 February 2, 2024.)

22 37. On February 9, 2024, President Fike again sent out a blast email telling Flex Students an
23 MOU had been reached with Mitchell Hamline Law School in Minnesota. (Attached hereto as **Exhibit**
24 **11** is a copy of the February 9, 2024, email.) The plan is not ABA approved and the Memorandum of
25 Understanding referenced is not shared with the students. Furthermore, there is no point of contact
26 listed for Mitchell Hamline in the blast email, nor is the Law School Dean Mark Yates signature found
27 on it, nor is anyone from the Board of Trustees. The only signatories to the letter are Fike and Provost
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1 Dr. Bruce Magid. The email does not even contain a point of contact within GGU to discuss, yet alone
2 anyone from a law school in Minnesota.

3 38. Neither plan was discussed with students before the emails were sent out. Furthermore,
4 neither plan has been approved by the ABA and the emails say as much. As with the February 9, 2024,
5 email, the February 2, 2024, email contains no point of contact from University of San Francisco on the
6 email, the Dean of Golden Gate Law School Mark Yates has not signed the email and neither has
7 anyone from the Golden Gate Board of Trustees.

8 39. The letters contain no explanation of when students can enroll or how the students who
9 work full-time and rely on the JD Flex Program will be accommodated. There is a vague explanation
10 that scholarships will be “*honored*” at University of San Francisco. However, tuition rates at the
11 University and University of San Francisco differ as do scholarship conditions.

12 40. It should be noted University of San Francisco is a Jesuit school, while the University is a
13 nondenominational non-profit that caters to a diverse population of students, many of whom would not
14 feel comfortable in a Jesuit institution. There numerous issues Fike’s letters, starting with the fact that
15 he did not tell the students that it was coming, nor did he consult with the Alumni Association before
16 sending them out. Fike’s blast emails do not make himself personally available for questions or even
17 identify a specific point of contact at any university.

18 41. Finally, the February 9, 2024, email announces that a San Francisco law school will
19 transfer its students to Minnesota. There is no consideration for travel from California to Minnesota,
20 which should have at the very least been discussed with students. Unfortunately, Fike continues to push
21 forward with an unapproved plan and ignores all rules and procedures, as well as the common decency
22 to address the students or the Alumni Association on what he is doing.

23 42. As a final consideration, nearby law schools are thriving with competent leadership.
24 McGeorge School of Law in Sacramento, only a few hours away with a similar history to Golden Gate,
25 was just named an overlooked powerhouse in the Daily Journal and its law school Dean was named the
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ninth most influential person in legal education. This simply shows that a law school with competent leadership can thrive.¹

43. Unfortunately, Fike has a strong track record for failing and based on his conduct at the University and dealing with the Law School situation.

44. To prevent the tragic and historic loss of a 123-year-old law school his plans must be stopped and looked at in more detail through injunctive relief. Once appropriate information is obtained, evaluating whether a receiver should be appointed to remove Fike and the Board from control should be considered by this Court.

45. Based on these allegations, Students and the Alumni Association seek the equitable relief of a prohibitory injunction to obtain more information through discovery to prevent the irreparable harm of having their law school close. If during discovery, it appears necessary that Fike and the Board are unwilling or unable to properly manage the University, a receiver should be nominated to run the University to prevent waste pursuant to Business and Professions Code § 17203 and/or California Code of Civil Procedure § 564(b)(3) and (b)(9).

46. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as DOES 1 through 50, inclusive, are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs will amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiffs are informed and thereon allege that each of the Defendants designated herein as DOE is legally responsible in some manner for the events and happenings referred to, and predominately caused the damage to Plaintiffs herein alleged.

JURISDICTION AND VENUE

47. Plaintiffs incorporate by reference paragraphs 1 through 49 as if fully set forth herein and further alleges as follows.

48. Golden Gate University is located at 536 Mission Street, San Francisco, California, and is registered on the California Secretary of State website as a California non-profit. Therefore, this matter should be heard in California state court under California Law.

¹ <https://www.dailyjournal.com/article/376990-mcgeorge-school-of-law-at-100-the-overlooked-powerhouse>

49. The appropriate venue is the City and County of San Francisco Superior Court as the University is in San Francisco and operates a business within San Francisco, which provides proper jurisdiction in this Court pursuant to California Code of Civil Procedure § 395.

50. The amount in controversy exceeds \$25,000 and the equitable relief of an injunction and possibly receivership is requested, which means this matter is an unlimited jurisdiction case.

FIRST CAUSE OF ACTION
(Breach of Contract)

51. Plaintiffs incorporate by reference paragraphs 1 through 53 as if fully set forth herein and further alleges as follows.

52. The elements of a breach of contract are as follows, (1) the existence of the contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) the resulting damages to the plaintiff. (*Recihert v. General Ins. Co of America* (1968) 68 Cal. 2d 822, 830.)

53. In this case, the Students and the University had a contract, which is described in the Student Handbook. (Attached hereto as **Exhibit 12** are pages 71-77 of the Golden Gate University Law School Student Handbook from 2022-2023 outlining the contract between the University and the Students.)

54. Furthermore, the Golden Gate Law School Student Handbook outlines a grievance procedure in great detail (See Exhibit 12 Pages 33-34 of the student handbook.) The handbook requires that a Student Committee be assembled, and the Dean of Student Affairs be included for any grievance. There is no provision for the University President to unilaterally close the Law School without even speaking with the students. There are numerous cases across the country which require that a university follow the procedural safeguards it outlines. (*Tedeschi v. Wagner College* (1980) 49 N.Y.S 2d 760, 766.) As the New York Court of Appeals states “to suggest, as does the dissent, that the college can avoid its own rules whenever its administrative officials in their wisdom see fit to offer what they consider as a suitable substitute is to reduce the guidelines to a meaningless mouthing of words. We do not countenance that in other relationships nor should we between student and college.” *Id.* at 766.

55. Undoubtedly the handbook constitutes a contract and implies that enrolled law students will be able to finish their law degree without the Law School suddenly and inexplicably shutting down through a blast email from the University President. The consideration for the students is a legal education, which the University and Fike are unilaterally denying Students without explanation.

56. Finally, there is an implied contract as defined by California Civil Code § 1621 that when you enter a law school it will not close before you graduate. California Universities have been held to have implied contracts with students on relatively minor issues such as not increasing educational fees unilaterally. (*Kashimiri v. Regents of University of California* (2007) 156 Cal. App. 4th 809, 829.) Certainly, offering free tuition to entice law students to attend implies that the University had the foresight to think three years ahead before making this offer. Undoubtedly an implied contract exists that a school will not abandon all procedures and accreditation requirements under the vague claim of “financial exigency.” University’s conduct in this matter constitutes a breach of an implied contract as defined by California Civil Code § 1621.

57. The University and Fike's unilateral and unexplained closure of the Law School, which has not been approved by the ABA, is a clear breach of both express and implied contracts. This breach damages students by preventing them from earning a law degree, impacting their legal studies, impacting their ability to obtain legal licensure, and harming their future career prospects. The elements of breach of both express and implied contract are clearly satisfied in this matter.

58. It should be noted that nothing in the 2022-2023 student handbook even discusses the potential of the Law School closing and there is no explanation for what will occur in the event of the Law School's closure. Unfortunately, this unexpected turn of events now needs to be figured out because of the poor judgment and leadership of Fike and the University.

SECOND CAUSE OF ACTION

(Promissory Estoppel)

59. Students incorporate by reference paragraphs 1 through 61 as if fully set forth herein and further alleges as follows.

1 60. The elements of promissory estoppel are, (1) A clear promise; (2) reasonably relied on by
2 the party to whom the promise was made; (3) the reliance must be both reasonable and foreseeable; and
3 (4) the party asserting promissory estoppel must be injured by their reliance. (*Jones v. Wachovia Bank*
4 (2014) 230 Cal. App 4th 935, 945.)

5 61. In this case, students enrolled at the Law School with the expectation that the Law School
6 would *not* shut down unannounced and without justification before they could complete their law
7 degree.

8 62. Furthermore, Students were promised a full tuition scholarship for all three years of law
9 school. Students reasonably expected that an accredited university would not run out of money by the
10 time they graduated when it made a promise of free tuition a year earlier. However, the University
11 allegedly ran out of money to run the Law School before these students were able to complete their
12 degrees.

13 63. Students enrolled in an ABA accredited law school reasonably relied on the fact that if
14 the school shut down, appropriate notice would be given and approved. However, Fike submitted a
15 teach out plan to the ABA without even notifying the students in October. (See Exhibit 3.)

16 64. This plan, which has still not been shared with the students, was rejected by the ABA on
17 November 23, 2023. Despite the rejection of the plan by the ABA, Fike sent out a blast email a week
18 later, on November 30, 2023, saying the law school was closing without any tangible explanation or
19 notice, other than “financial exigency.”

20 65. In summary, students reasonably relied on the promise of obtaining a legal education
21 from an accredited law school without it being shut down without notice or approval. Having your legal
22 education stopped with no tangible plan is substantial and irreparable harm, which can be prevented
23 through an injunction as outlined in California Code of Civil Procedure § 526.

24
25 **THIRD CAUSE OF ACTION**
26 (Breach Of Fiduciary Duty)

27 66. Students incorporate by reference paragraphs 1 through 68 as if fully set forth herein and
28 further alleges as follows.

67. The elements of a cause of action for breach of fiduciary duty are, (1) existence of a fiduciary duty; (2) breach of the fiduciary duty; and (3) damage proximately caused by the breach. (*Tribeca Companies, LLC v. First American Title Ins. Co.* (2015) 239 Cal. App. 4th 1088, 1114.)

68. The key factor is someone's control over another persons' property. (*Apollo Capital Fund, LLC v. Roth Capital Partners, LLC* (2007) 158 Cal. App. 4th 226, 246.)

69. Although debate regarding whether universities have a fiduciary relationship with students is a valid issue, the students have absolutely no control over the University's decisions. In essence the University has complete control and has provided no input or guidance to the Students, which it contracted to provide an education for. Under these specific circumstances the Students have absolutely no control and have done nothing to cause this closure. This unfair power balance creates a fiduciary duty, which the University has breached by unilaterally closing the Law School without explanation.

FOURTH CAUSE OF ACTION

(Constructive Fraud California Civil Code 1573 & Promissory Fraud California Civil Code § 1710)

70. Students incorporate by reference paragraphs 1 through 72 as if fully set forth herein and further alleges as follows.

71. Promissory fraud is a subspecies of the action of fraud and deceit. A promise to do something necessarily implies the intention to perform; hence, where a promise is made without such intention, there is an implied misrepresentation of fact that may be actionable fraud. (*Lazar v. Superior Court* (1996) 12 Cal. 4th 631, 638; see also Cal Civ. Code § 1710.)

72. In this case, Students enrolled in an ABA approved law school, which has been in existence for over 100 years and is an integral part of the San Francisco legal community. These students were enticed by the J.D. Flex Program for working professionals, which only meets on weekends, as well as the free tuition offered by the University.

73. When Students enrolled, there was no indication that the Law School would shut down during their studies. Furthermore, students were never given notice of the closure. Instead, Fike and the University unilaterally shut down the school via email without even meeting with students.

74. As discussed, Fike directly ignored the ABA mandates for a teach out plan. His plan was rejected by the ABA on November 23, 2023. However, only one week later during the Law School's finals, Fike sent out a blast email on November 30, 2023, saying the school was closing without any details.

75. To date, neither Fike nor the Board of Trustees have contacted a single student about the next steps in their legal education other than through blast email communications and this conduct constitutes promissory fraud as codified by California Civil Code 1710.

76. Furthermore, these actions constitute constructive fraud as defined by California Civil Code 1573, which finds that even if fraud was not intentional material omissions can constitute a cause of action. (*In Re Arbuckle's Estate* (1950) 98 Cal. App. 2d 562, 568.) In this case, taking out a sixty-million-dollar loan without disclosing it to the students or the alumni board constitutes a material omission. This is proven by the fact that the Law School is now allegedly in financial exigency only few years after University and Fike took out these loans. As a result of this omission, the sudden and tragic closure of the Law School has been announced without explanation. Had anyone except Fike known about this sixty-million-dollar loan against the property, questions would certainly have been asked and different paths would have been considered by students and the alumni board.

FIFTH CAUSE OF ACTION

(Unlawful Business Practice Business and Professions Section 17200, 17203 & 17500)

77. Students incorporate by reference paragraphs 1 through 79 as if fully set forth herein and further alleges as follows.

78. The unlawful business practice statute is written broadly in California at Business and Professions Code 17200, and prohibits any unlawful, unfair, or fraudulent business practice.

79. An act or practice is unfair competition if it is forbidden by law or, even if not specifically prohibited by law, is deemed an unfair act or practice. (*Hale v. Sharp Healthcare* (2010) 183 Cal. App. 4th 1373, 1381.)

80. First and foremost, the fact that *60 million dollars* was taken out against the property in 2019, and a few years later the school is in “*financial exigency*” causes numerous questions to arise.

1 Furthermore, the repeated inability of Fike or the Board to provide any explanation regarding what the
2 “*financial exigency*” is, indicates financial impropriety is at play.

3 81. Furthermore, Fike and the University have simply ignored the accreditation process.
4 ABA law school accreditation is paramount, and the ABA rejected Fike’s plan on November 23, 2023.
5 Despite an unconditional rejection by the ABA regarding Fike’s plan for lack of information, which has
6 not been shared with students to this day, he sent out a blast email seven days later November 30, 2023,
7 reporting that the Law School was closing. However, the rest of the University would remain open. If
8 universities can unilaterally close entire educational programs without any oversight it will lead to chaos
9 in the educational system, as it provides no accountability or assurance that students can finish their
10 educational programs.

11 82. Unlawful Business Practices also open the door to restitution and injunctive relief for
12 harmed parties such as the Students and the Alumni Association. (*Sepanossian v. National Mix Ready*
13 *Company* (2003) 97 Cal. App. 5th 192, 200.) In this matter, the Students and the Alumni Association
14 have spent substantial amounts of time and money to the University and without any warning or
15 procedural process, Fike and the University are unilaterally shutting down.

16 83. Throughout this process funds forwarded by students and the alumni association to Fike,
17 and the University have not even been mentioned throughout this process and are undoubtedly being
18 retained by Fike and the University or have already been spent to cover the 60-million-dollar loan Fike
19 signed off on in 2019.

20 84. Finally, within the UCL provisions there is also a cause of action for False Advertisement
21 at California Business and Professions Code § 17500.

22 85. The elements of False Advertisement under Business and Professions Code 17500 are
23 met. The University advertised free tuition at an ABA school, as well as the unique JD Flex Program
24 for weekend students. (See Exhibit 5) The fact that the school is now in financial exigency and shutting
25 down without any approval or procedural protections proves University and Fike engaged in false
26 advertising.
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86. If this conduct is allowed, anytime a university president is in any kind of financial trouble, they can simply send an email to students saying they are closing a branch of the university for unspecified reasons, and they can move to Minnesota. There does appear to be any other case on point regarding this as it is so unprecedented. However, by doing this, the University is engaging in unlawful business practices as defined by Business and Professions section 17200 et seq.

87. Within the Unlawful Business Practice statutory scheme there is a provision for injunctive relief including the remedy for receivership at Business and Professions Code section 17203.

SIXTH CAUSE OF ACTION

(Injunctive Relief California Code of Civil Procedure § 526)

88. Students incorporate by reference paragraphs 1 through 91 as if fully set forth herein and further alleges as follows.

89. California Code of Civil Procedure § 526 outlines the statutory authority for an injunction and the United States Supreme Court has outlined factors for a court to consider.

A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest.

(*Winter v. Natural Resources Defense Council, Inc.* (2008) 555 U.S. 7.)

90. In this case at the preliminary stage there appears to be a high likelihood of success on the merits for breach of contract, promissory estoppel, unlawful business practice, promissory fraud, and breach of fiduciary duty. Currently, neither Fike nor the University has provided any defense other than “*financial exigency*.” Of course, Fike and other deans were able to go to India in August, despite having no real reason for the trip. In short, a vague defense of “*financial exigency*” does not absolve all behavior especially when dealing with a situation as delicate as a legal education.

91. The irreparable harm is undeniable. Many law students will have nowhere to go. Plaintiff Stephen Downs resides in Washington and specifically enrolled in the JD Flex program, which meets on weekends so he could maintain his employment and family relationships. There is no other school that seems to offer a similar program, and nobody has asked Mr. Downs what can be done to help

1 him finalize his education. The same is true for Yvonne Ulibara, who flies to San Francisco from New
2 Mexico on weekends to obtain her law degree, as does Danielle Morvan. These three students have
3 simply been told they might be able to go to Minnesota to finish their legal education. The same
4 difficult situations apply to numerous students impacted by Fike's unilateral decision to shut down the
5 Law School.

6 92. Furthermore, courts seek to prevent waste, which is specifically outlined in CCP §
7 526(a)(2). Downtown San Francisco is struggling with real estate and Law School is an active and
8 vibrant university across the street from the Salesforce Tower. Additionally, Golden Gate University
9 School of Law is one of the oldest law schools in San Francisco that has been around for well over 100
10 years. Golden Gate Law School has produced thousands of lawyers over the years including numerous
11 judges in the San Francisco County Superior Court, the California Supreme Court, and the Ninth District
12 Court of Appeals.

13 93. Golden Gate Law School is also routinely ranked as one of the most diverse law schools
14 in the country and has been the training ground for numerous public interest attorneys. This is
15 something that an area as active as San Francisco on the public interest debate is always in need of. To
16 simply close a 100-year-old law school without any explanation other than a blast email will undeniably
17 constitute waste.
18

19 94. The balance of harms tip heavily in favor of the Students as the University has provided
20 no tangible explanation as to why the Law School needs to close. A vague claim of "*financial exigency*"
21 is not sufficient to suddenly and unilaterally close a law school that has been around for over 100 years.

22 95. Students are entitled to prohibitory injunctive relief to determine what is happening at the
23 University and to prevent the irreparable harm of the law school closing while they are enrolled.

24 96. To resolve this matter voluntarily, Student's attorney Ryan Griffith emailed Fike on
25 December 13, 2023, December 15, 2023, and January 5, 2024. Fike nor the Board of Trustees provided
26 any substantive response other than the lawsuit should be served on their Agent for Service of Process.
27 (Attached hereto as **Exhibit 13** is a copy of the emails from Plaintiffs' Counsel to Fike and the Board of
28 Trustees.)

1 97. The University allegedly has financial difficulties and would therefore be unlikely to
2 provide an adequate remedy at law in the form of legal damages. Furthermore, the impact of a law
3 students' educational experience is not a monetary remedy that can be easily measured, which means
4 there is an inadequate remedy at law for Plaintiffs and the Alumni Association.

5 98. More importantly, law school is a once in a lifetime opportunity that is life altering and
6 having Students' legal education be monumentally impacted constitutes irreparable harm.

7 99. Despite numerous requests from students, staff, and others, Fike and the Board of
8 Trustees have provided no information as to why the law school is closing other than the vague term
9 "*financial exigency*."

10 100. Perhaps these financial difficulties are insurmountable, but a conclusory statement of
11 "*financial exigency*" does not justify the permanent closure of a 100-year-old law school that will
12 significantly alter if not ultimately destroy Students educational pursuits.

13 101. Furthermore, the California Constitution at Article IX section 1 specifically states, "A
14 general diffusion of knowledge and intelligence being essential to the preservation of the rights and
15 liberties of the people, the legislature shall encourage by all suitable means the promotion of intellectual,
16 scientific, moral, and agricultural improvement." Certainly, the sudden and unilateral closure of a law
17 school that has been around for 123 years is something that any branch of government should be
18 concerned with.

19 102. Finally, it appears that Fike and the University itself may have engaged in fraud or other
20 financial impropriety, which can be uncovered if an injunction is granted, and discovery is authorized.
21 For these reasons, the status quo of the law school must be preserved so that additional information can
22 be obtained.

23 103. It should go without saying that once the law school officially closes there is no coming
24 back. Therefore, these facts are ripe for a preliminary prohibitory injunction to preserve the status quo
25 and promote public policy.
26
27
28

104. The purpose of the injunction will be so that students can gather information as to why the law school is closing and then determine if the school can be saved. To obtain this information traditional discovery should be authorized.

105. To further ensure the injunction serves its purpose the Students further request an accounting pursuant to California Code of Civil Procedure § 872.140 to determine the extent of the “*financial exigency*.”

SEVENTH CAUSE OF ACTION

(Receivership California Code of Civil Procedure § 564(B)(3) & (B)(9) & Business and Professions Code § 17203)

106. Students incorporate by reference paragraphs 1 through 108 as if fully set forth herein and further alleges as follows.

107. Receivership is an extreme remedy that can be utilized to enforce court orders pursuant to California Code of Civil Procedure sections 564(b)(3) & (b)(9) as well as Business and Professions Code § 17203. Law schools have been put into receivership before due to malfeasance by university leaders. (*People v. Riverside University* (1973) 35 Cal. App. 3d 572.)

108. At this preliminary stage, receivership is not necessary until further information is obtained. However, if the numerous allegations contained in this Complaint are true then a receivership can be a viable remedy to prevent waste and ensure a law school that has existed for over 100 years stays in operation. This will ensure students continue to graduate from Golden Gate University School of Law, which is one of the most diverse law schools in the country that serves a great purpose for the legal profession for both the City and County of San Francisco.

PRAYER FOR RELIEF

109. WHEREFORE, Students pray equitable relief in the form of a preliminary prohibitory injunction pursuant to California Code of Civil Procedure 526 and California Business and Professions Cod 17203 to prevent Fike and the University creating the irreparable harm of shutting down a 123-year-old law school, as well as Does 1 through 50, inclusive, as follows.

110. For an accounting pursuant to CCP 872.410 to prove the financial exigency and necessity to close the law school; as well as permission to conduct discovery through interrogatories, written

1 discovery, depositions, as well as any other lawful discovery method to determine the extent of the
2 malfeasance the University and Fike have engaged in.

3 111. For general damages according to proof;

4 112. For special damages according to proof;

5 113. For an award of attorney's fees pursuant to the private attorney general statute Civil Code
6 1021.5;

7 114. For costs of suit incurred herein;

8 115. For an award of interest, including pre-judgment interest at the legal rate; and

9 116. For such other and further relief, the Court may deem just and proper.
10

11 DATED: February 12, 2024


12 
13 Ryan Griffith, Esq.
14 Attorney for Plaintiffs
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EXHIBIT 1

Update on GGU JD Program

GGU Office Of The President <oop@ggu.edu>

Thu 11/30/2023 9:31 AM

To: Zakia Afrin <zafrin@ggu.edu>; Ashmeed Ali <aali@ggu.edu>; Daniel Alper <danielalper@ggu.edu>; Marie Appel <mappel@ggu.edu>; Sally Arnold <sarnold@ggu.edu>; Seana Azad <seanaazad@ggu.edu>; Jennifer Babcock <jbabcock@ggu.edu>; Nicholas Baran <nbaran@ggu.edu>; Jessica Barber <jbarber@ggu.edu>; Jerica Barber <jebarber@ggu.edu>; Sitan Barsing <sibarsing@ggu.edu>; Louie Batioco <lbatioco@ggu.edu>; Alan Bayer <abayer@ggu.edu>; Michele Benedetto Neitz <mneitz@ggu.edu>; Anna Benvenue <abenvenue@ggu.edu>; Anthony Berman <aberman@ggu.edu>; Elliot Bibaje <ebibaje@ggu.edu>; Shannon Birchler <sbirchler@ggu.edu>; Carole Bosch <cbosch@ggu.edu>; Rana Boujaoude <rboujaoude@ggu.edu>; Jessica Bride <jbride@ggu.edu>; Rachel Brockl <rbrockl@ggu.edu>; Timothy Cahn <tcahn@ggu.edu>; Dustin Cameron <dcameron@ggu.edu>; Susan Campanelli <scampanelli@ggu.edu>; Louie Castoria <lcastoria@ggu.edu>; Leland Chan <lchan@ggu.edu>; Linda Chan <lichan@ggu.edu>; Helen Chang <hchang@ggu.edu>; Remigius Chibueze <rchibueze@ggu.edu>; Katie Christensen <kachristensen@ggu.edu>; Eric Christiansen <echristiansen@ggu.edu>; Laura Cisneros <lcisneros@ggu.edu>; Sophie Clavier <sclavier@ggu.edu>; Linda Coco <lindacoco@ggu.edu>; Mark Cohen <mcohen@ggu.edu>; Tara Cooley <taracooley@ggu.edu>; Esra Coskun-Crabtree <esracoskuncrabtree@ggu.edu>; Amy Craik <acraik@ggu.edu>; Marisa Davis <mdavis@ggu.edu>; Lewis Davis <lewisdavis@ggu.edu>; Michael Daw <mdaw@ggu.edu>; Christine De Leo <cdeleo@ggu.edu>; Dan Devoy <ddevoy@ggu.edu>; Thea Dib <thdib@ggu.edu>; Jordan Dickson <jordandickson@ggu.edu>; Milena Duarte <miduarte@ggu.edu>; Jeffrey Dular <jdular@ggu.edu>; Greg Egertson <gegertson@ggu.edu>; Christine Eidt <christineeidt@ggu.edu>; Jennifer Elowsky <jelowsky@ggu.edu>; Samuel F. Ernst <sernst@ggu.edu>; Benedetta Faedi Duramy <bfduramy@ggu.edu>; Brianna Fairbanks <briannafairbanks@ggu.edu>; Sandy Farmer <sfarmer@ggu.edu>; Caroline Farrell <cfarrell@ggu.edu>; Elizabeth Fishman <efishman@ggu.edu>; Amilcar Ford <aford@ggu.edu>; Thomas Frank <tfrank@ggu.edu>; Iris Fugate <ifugate@ggu.edu>; William Gallagher <wgallagher@ggu.edu>; Tali Gires <taligires@ggu.edu>; Lisa Glover-Gardin <lglovergardin@ggu.edu>; Johanna Gomez <jgomez@ggu.edu>; Jennifer Gonzalez <jgonzalez@ggu.edu>; Fe Gonzalez <fgonzalez@ggu.edu>; Evelyn Gonzalez Caro <evelyngonzalezcaro@ggu.edu>; Andy Gordon <angordon@ggu.edu>; Susan Graef <sgraef@ggu.edu>; Marc Greenberg <mgreenberg@ggu.edu>; Evan Grey <evgrey@ggu.edu>; Ryan Griffith <ryangriffith@ggu.edu>; Eunice Harper <eharper@ggu.edu>; Christina Hay <chay@ggu.edu>; Mengjun He <mhe@ggu.edu>; Sean Herman <sherman@ggu.edu>; Neguiel Hicks <neguielhicks@ggu.edu>; Aileen Huang <aihuang@ggu.edu>; Lynn Humphreys <lhumphreys@ggu.edu>; Brianna Jackson <brjackson@ggu.edu>; David Jargiello <djargiello@ggu.edu>; Kieli Joplin <kjoplin@ggu.edu>; Peter Jovanovic <pjovanovic@ggu.edu>; David Kaiser <dkaiser@ggu.edu>; Helen Kang <hkang@ggu.edu>; Peter Keane <pkeane@ggu.edu>; Nehal Khorraminejad <nkhorraminejad@ggu.edu>; Paul Kibel <pkibel@ggu.edu>; Caroline Koch <ckoch@ggu.edu>; Matthew Kramer <mkramer@ggu.edu>; Teerawat Kwanjai <teerawatkwanjai@ggu.edu>; Andrew Lah <alah@ggu.edu>; Thomas Langtry <thlangtry@ggu.edu>; Natalia Ramirez Lee <nalee@ggu.edu>; Gustave Lele <glele@ggu.edu>; Kristen Lieu <klieu@ggu.edu>; Chelsea Linsley <clinsley@ggu.edu>; Ashley Lotti <alotti@ggu.edu>; Kristen Louis <klouis@ggu.edu>; Eleanor Lumsden <elumsden@ggu.edu>; Evan Lurie <evlurie@ggu.edu>; Caitlin Lyons <calyons@ggu.edu>; Harry Maring <hmaring@ggu.edu>; Kelly Martin <kemartin@ggu.edu>; Dyvianne Martinez <dmartinez@ggu.edu>; Leonard Chris Martiniak <lmartiniak@ggu.edu>; Duane Mathiowetz <dmathiowetz@ggu.edu>; Benjamin Mayr <bmayr@ggu.edu>; GGU Former Employee <pmccandless@ggu.edu>; Robert McFarlane <rmcfarlane@ggu.edu>; Kodie McGinley <kamcginley@ggu.edu>; Justin Miller <jmiller@ggu.edu>; Shannon Blue Miyamoto <sblue@ggu.edu>; William Morehead <wmorehead@ggu.edu>; Kathleen Morris <kmorris@ggu.edu>; Alexander Najjar <alexandernajjar@ggu.edu>; Jyoti Nanda <jnanda@ggu.edu>; Mohamed Nasralla <mnasralla@ggu.edu>; Paige Novak <paigenovak@ggu.edu>; Mewael Ogbai <mogbai@ggu.edu>; Chris Okeke <cokeke@ggu.edu>; Chinyere Okpala <cokpala@ggu.edu>; Samuel Owusu <saowusu@ggu.edu>; Katie Padilla <kpadilla@ggu.edu>; Paulette Palafox <ppalafox@ggu.edu>; Mackenzie Parker <mparker@ggu.edu>; Janine Perasso Parrish <jperassoparrish@ggu.edu>; Veryl Pow <verlypow@ggu.edu>; Kate Raven <kraven@ggu.edu>; Sabrina Re <sare@ggu.edu>; Jennifer Ann Redding <jredding@ggu.edu>; Marilyn Revelli <mrevelli@ggu.edu>; Jon Richardson Heredia <jheredia@ggu.edu>; Christina Robinson <chrobinson@ggu.edu>; Ricardo Rodriguez <rrodriguez@ggu.edu>; Luis Alejandro Rodriguez <lurodriguez@ggu.edu>; Leslie Rose <lrose@ggu.edu>; Mario Rosso <marosso@ggu.edu>; Gregory Rousso <grousso@ggu.edu>; Jennifer Rupert <jenniferrupert@ggu.edu>; Olena Ruth <olenaruth@ggu.edu>; Amir Sarreshtehdary <asarreshtehdary@ggu.edu>; Thomas Schaaf <tschaaf@ggu.edu>; Harriet Schiffer Scott <hschifferscott@ggu.edu>; Lois Schwartz <lschwartz@ggu.edu>; Faiza Shirazi <faizashirazi@ggu.edu>; Lisa Simmons <lsimmons@ggu.edu>; Warren Small <wsmall@ggu.edu>; Matthew Smith <masmith@ggu.edu>; Joshua Smith <josmith@ggu.edu>; Kimberly Stanley <kstanley@ggu.edu>; Andrew Steckler <asteckler@ggu.edu>; Melissa Stewart <melissastewart@ggu.edu>; Meghan Strong <mstrong@ggu.edu>; Jon Sylvester <jsylvester@ggu.edu>; Shana Thrasher <shthrasher@ggu.edu>; Edward Torpoco <etorpoco@ggu.edu>; Gulnoza Tursunova <gutursunova@ggu.edu>; Monica Valencia <mvalencia@ggu.edu>; Rachel Van Cleave <rvancleave@ggu.edu>; Heather Varanini <hvaranini@ggu.edu>; Jon Vaught <jvaught@ggu.edu>; Allison Wang <awang@ggu.edu>; Julia Weber <jweber@ggu.edu>; Lisa Weinzimer <lweinzimer@ggu.edu>; Gwendolyn West <gwwest@ggu.edu>; Brooke Westling <bwestling@ggu.edu>; Crystal Whybark <cwhybark@ggu.edu>; Jeryl Wilford <jrwilford@ggu.edu>; Spencer Williams <swilliams@ggu.edu>; William Woodward <wwoodward@ggu.edu>; Mark Yates <myates@ggu.edu>; Amelia Zurbriggen <amzurbriggen@ggu.edu>; Gregg Zywicke <gzywicke@ggu.edu>



GOLDEN GATE UNIVERSITY

OFFICE OF THE PRESIDENT

Dear Members of the GGU Community,

After months of discussions with numerous stakeholders and a thorough review of data, the Golden Gate University Board of Trustees voted to discontinue the University's American Bar Association-accredited Juris Doctor degree and offer a teach-out option to current JD students. We will not admit additional students to the JD program.

To be clear, this decision applies to one program in the Law School. While the JD program will sunset, the Law School will continue serving students with standout legal education, as it has since its founding in 1901. GGU Law will continue to offer degrees at the graduate and undergraduate levels.

The University is committed to ensuring that our current GGU Law students in the JD program will be able to complete their ABA-accredited degrees through arrangements with partnering institutions. Current JD students who choose to continue their education with these partnering institutions will earn an ABA-accredited degree from GGU and will pay the same tuition rate they currently pay.

We recognize that the timing of this announcement will be challenging for some, yet we wanted to let our community know as soon as the decision about the JD program was finalized. Forthcoming communications to students in the JD program and other members of the Law School community will include additional specifics about next steps.

Our decision on the JD program comes amid an especially challenging period for legal education. Unfortunately, many law schools across the country have faced a persistent, decade-long decline in JD applications — and enrollment — as the job market for JD graduates in the field shifts. In addition, for several years GGU Law has failed to meet the ABA's current bar pass compliance standard (the ABA requires that 75% of students must pass the bar within 2 years of degree completion). Financial exigency in the Law School was officially declared on May 31, 2023, and we subsequently gave notice to Law School faculty regarding their future employment at GGU.

The ABA referenced GGU Law's circumstances in an August 28, 2023, letter. While the Law School has made strides to improve its standing with this accrediting body, the ABA's Council on Legal Education and Admission to the Bar expressed concern about the School's ability to maintain that momentum.

We know — and regret — the pain and disruption that will come from ending the ABA-accredited JD program. Given the realities of the marketplace, our Law School's place in it and a host of related trends and data, we determined it is no longer viable to offer this degree program. To reiterate, reaching this point took months of due diligence and analysis. We have heard from and considered carefully input from stakeholders across the community as well as outside experts on legal education.

While we are discontinuing the JD program, we are doing so with an orientation to the future of legal education. We plan to build on areas of greatest potential in the legal profession, including interdisciplinary, cross-University offerings. This work will complement what is happening in our Business School, where we are developing high-demand programs for local, national and international professionals seeking to advance their careers. All of this positions us to do what Golden Gate University does best: anticipate changing market needs, innovate with quality programs and create opportunities for our students to advance their careers.

For more than a century, that's been our hallmark — serving people who want a practical education, giving them the tools for successful careers and better lives. The University has never been more committed to that core principle or to the students who trust us to deliver on it. Our ongoing growth and impact in local and global program areas continue GGU's long history of evolving with our times.

Finally, we want to thank Law Dean Mark Yates, Law School faculty and staff, as well as all the staff, administrators and other members of the GGU community who participated in the process as we reached this decision. You – and the generations of students, teachers, scholars and practitioners who preceded you – embody the spirit of GGU. We thank you for your dedication, grace and understanding.

Sincerely,

Barbara Mendelson
Chair, Board of Trustees

David J. Fike
President

EXHIBIT 2



COUNCIL AND EXECUTIVE COMMITTEE DECISION

GOLDEN GATE UNIVERSITY SCHOOL OF LAW

Teach-Out Plan

November 2023

This notice is being issued pursuant to Rule 51 of the ABA Rules of Procedure for Approval of Law Schools.

At a meeting on November 16-17, 2023, the Council of the Section of Legal Education and Admissions to the Bar of the American Bar Association (the "Council") considered the Teach-Out Plan submitted by Golden Gate University School of Law (the "Law School").

After careful review of the Law School's submission, the Council rejected the Teach-Out Plan as filed because the plan did not include sufficient detail relating to the operation of a teach-out.

As provided by Rule 29(k)(2), the Executive Committee of the Council directed the Law School to revise and resubmit the Teach-Out Plan on or before January 12, 2024. The revised Teach-Out Plan will be considered by the Executive Committee of the Council at a date to be determined.

November 30, 2023

EXHIBIT 3

LIST OF LAW SCHOOL TEACH-OUT PLANS

Teach-Out Plans

November 2023

[Florida Coastal School of Law](#)

[Council and Executive Committee Reject Golden Gate University School of Law Teach-Out Plan](#)

October 2023

Golden Gate University School of Law submits Teach-Out Plan

July-August 2021

[Council Approves the Florida Coastal School of Law Revised Teach-Out Plan](#)

June 2021

[Executive Committee Approves the Florida Coastal School of Law Revised Teach-Out Plan](#)

May 2021

Florida Coastal School of Law Submits Revised Teach-Out Plan

[Council and Executive Committee Reject Florida Coastal School of Law Teach-Out Plan](#)

Florida Coastal School of Law Submits Revised Teach-Out Plan

April 2021

[Executive Committee Rejects Florida Coastal School of Law Teach-Out Plan](#)

Florida Coastal School of Law Submits Teach-Out Plan

November 2020

[Council Approves the Western Michigan University, Thomas Cooley Law School \(Grand Rapids Branch Campus\) Teach-Out Plan](#)

October 2020

Western Michigan University, Thomas Cooley Law School (Grand Rapids Branch Campus) Submits Teach-Out Plan

July 2020

[Council approves Concordia University School of Law Revised Teach-Out Plan](#)

Concordia University School of Law Submits Revised Teach-Out Plan

May 2020

[Council approves Concordia University School of Law Teach-Out Plan](#)

March 2020

Concordia University School of Law Submits Teach-Out Plan

February 2020

[Council Approves the University of La Verne College of Law Teach-Out Plan](#)

[Council Approves the Western Michigan University, Thomas Cooley Law School \(Auburn Hills Branch Campus\) Teach-Out Plan](#)

January 2020

University of La Verne College of Law Submits Teach-Out Plan

Western Michigan University, Thomas Cooley Law School (Auburn Hills Branch Campus) Submits Teach-Out Plan

[Council Approves Thomas Jefferson School of Law Teach-Out Plan](#)

December 2019

Thomas Jefferson School of Law Submits Teach-Out Plan

May 2019

[Council Approves Western State College of Law Teach-Out Plan](#)

Western State College of Law Submits Teach-Out Plan

February 2019

[Council Approves Valparaiso University School of Law Teach-Out Plan](#)

December 2018

Valparaiso University School of Law Submits Teach-Out Plan

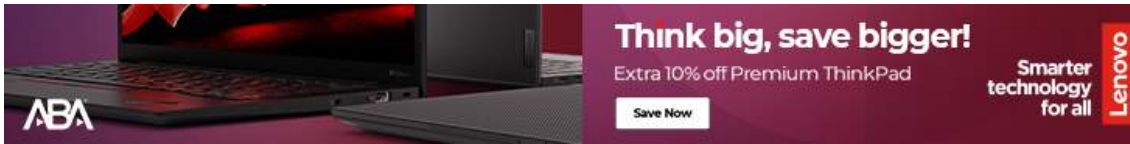
October 2018

[Council Approves Arizona Summit Law School Teach-Out Plan](#)

September 2018

[Council Rejects Arizona Summit Law School Teach-Out Plan](#)

Arizona Summit Law School Submits Teach-Out Plan



[ABA](#) American Bar Association | /content/aba-cms-dotorg/en/groups/legal_education/public-notice/teach-out-plans

EXHIBIT 4



PRELIMINARY REPORT

Contact Information:
WFG National Title Insurance Company
689 Portola Drive
San Francisco, CA 94127
Phone: (415) 753-3003
Fax:
E-mail: krosignuolo@wfgtitle.com

Escrow Officer: Katerina Rosignuolo

WFG National Title Insurance Company
689 Portola Drive
San Francisco, CA 94127
Phone: (415) 753-3003
Email: krosignuolo@wfgtitle.com

Escrow Officer: Katerina Rosignuolo

Order No.: 23-190827

Property Address:
536 Mission St
San Francisco, CA 94105

APN: BLOCK: 3708 LOT: 098

In response to the above referenced application for a policy of title insurance, WFG National Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A, attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policies of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Dated as of: **November 22, 2023 at 7:30 am**

The form of policy or policies of title insurance contemplated by this report is/are:

CLTA Std. Cov. Owner's Policy

ALTA® Ext Loan Policy (06-17-06)

Issued by WFG National Title Insurance Company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

Golden Gate University, a California nonprofit public benefit corporation, which acquired a portion of the property herein described as Golden Gate College, a California Corporation

[view image](#)

The land referred to in this report is situated in the State of California, County of San Francisco, and is described as follows:

WFG Form No. 3180606
California

CLTA Preliminary Report Form (02-03-23)

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MISSION STREET AND THE SOUTHWESTERLY LINE OF ECKER STREET, THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF MISSION STREET 168.00 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 100.00 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 17.00 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 87.625 FEET TO THE SOUTHWESTERLY LINE OF JESSIE STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF JESSIE STREET 185.00 FEET TO THE SOUTHWESTERLY LINE OF ECKER STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF ECKER STREET 187.625 FEET TO THE NORTHWESTERLY LINE OF MISSION STREET AND THE POINT OF BEGINNING.

AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED MAY 9, 2001, AS INSTRUMENT NO. 2001-G944666-00, BOOK H-884, PAGE 0622 OF OFFICIAL RECORDS, WHICH WAS RE-RECORDED AND CORRECTED FEBRUARY 13, 2002, AS INSTRUMENT NO. 2002-H107208-00, BOOK I-074, PAGE 0721 OF OFFICIAL RECORDS.

APN: BLOCK: 3708 LOT: 098

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- 1a. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2023 - 2024:

1st Installment:	\$10,257.06, Paid
2nd Installment:	\$10,257.06, Paid
APN.:	BLOCK: 3708 LOT: 098 View Taxes
Code Area:	001-000
- 1b. Any unpaid and/or delinquent amounts, penalties, costs and interest for San Francisco Unified School District CFD that are not included in current amounts due and are not collected with ad valorem real property taxes.
- 1c. A Special Tax Lien of Community Facilities District No. 90-1 of the San Francisco Unified School District.

The Assessment is payable with and in like manner as the General and special Taxes of the City and County of San Francisco.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax, interested persons should contact:

San Francisco Unified School District
135 Van Ness Avenue
San Francisco, CA 94102
Attn: Dr. John Bayless
- 1d. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 1e. Assessments, for community facility districts, if any, affecting said land which may exist by virtue of assessment maps or notices filed by said districts.
- 1f. The liens of bonds and assessments liens, if applicable, collected with the general and special taxes.
2. The terms, conditions and provisions contained in the document entitled Declaration of Use, recorded on August 20, 1991, as Instrument No. [E961608, Reel F443 at Image 0824](#), Official Records.

Reference is hereby made to said document for full particulars.
3. The terms, conditions and provisions contained in the document entitled City and County of Commercial Energy Conservation, recorded on February 24, 1993, as Instrument No. [1993-301303-00, Reel F822 at Image 593](#), Official Records.

Reference is hereby made to said document for full particulars.
4. The terms, conditions and provisions contained in the document entitled Encroachment Agreement, recorded on November 1, 1993, as Instrument No. [F476445, Reel F996 at Image 0270](#), Official Records.

Reference is hereby made to said document for full particulars.
5. The terms, conditions and provisions contained in the document entitled Declaration of Use, recorded on December 7, 1995, as Instrument No. [95-F894138-00, Reel G523 at Image 0326](#), Official Records.

Reference is hereby made to said document for full particulars.

6. The terms, conditions and provisions contained in the document entitled Street Encroachment Agreement, recorded on August 25, 1997, as Instrument No. [97-G206398-00, Reel G953 at Image 0429](#), Official Records.

Reference is hereby made to said document for full particulars.

7. The terms, conditions and provisions contained in the document entitled Notice of Special Restrictions under the City Planning Code, recorded on June 21, 2001, as Instrument No. [2001-G969487-00, Book H914 at Page 0259](#), Official Records.

Reference is hereby made to said document for full particulars.

8. The terms, conditions and provisions contained in the document entitled Declaration of Use, recorded on February 8, 2002, as Instrument No. [2002-H105482-00, Reel I071 at Image 0477](#), Official Records.

Reference is hereby made to said document for full particulars.

9. The terms, conditions and provisions contained in the document entitled Declaration of Use, recorded on February 8, 2002, as Instrument No. [2002-H105483-00, Book I071 at Page 0478](#), Official Records.

Reference is hereby made to said document for full particulars.

10. The terms, conditions and provisions contained in the document entitled Declaration of Use, recorded on February 8, 2002, as Instrument No. [2002-H105484-00, Book I071 at Page 0479](#), Official Records.

Reference is hereby made to said document for full particulars.

11. The terms, conditions and provisions contained in the document entitled Declaration of Use, recorded on February 6, 2003, as Instrument No. [2003-H353054-00, Book I319 at Page 0560](#), Official Records.

Reference is hereby made to said document for full particulars.

12. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:

Entitled: Memorandum of Lease

Lessor: Golden Gate University, a California non-profit public benefit corporation, formerly known as Golden Gate College

Lessee: New Cingular Wireless PCS, LLC, a Delaware limited liability company

Recording Date: March 7, 2013

Recording No: [2013-J615724-00, Reel K848 at Image 0416](#), of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

13. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: (Series A: \$750,000.00, Series B: \$1,650,000.00, Series C: \$3,025,000.00 and Series D: \$5,140,000.00)

Dated: August 1, 2019

Trustor: Golden Gate University

Trustee: Chicago Title Insurance Company, a California Corporation

Lender: First Republic Bank

Recorded: August 1, 2019

Instrument No.: [2019-K808247-00](#) of Official Records

The terms, conditions and provisions contained in the document entitled:

Amendment to Intercreditor Agreement

Recorded: August 1, 2019

Instrument No.: [2019-K808373-00](#), Official Records.

14. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$46,000,000.00

Dated: August 1, 2019

Trustor: Golden Gate University

Trustee: Chicago Title Insurance Company, a California Corporation

Lender: MUFG Union Bank, N.A.

Recorded: August 1, 2019

Instrument No.: [2019-K808248-00](#) of Official Records

15. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$10,000,000.00

Dated: August 1, 2019

Trustor: Golden Gate University

Trustee: Chicago Title Insurance Company, a California Corporation

Lender: First Republic Bank

Recorded: August 1, 2019

Instrument No.: [2019-K808249-00](#) of Official Records

16. Rights or claims of parties in possession.

17. Any rights of the parties in possession of said land, based on an unrecorded lease, or leases.

This Company will require that a full copy of any unrecorded lease be submitted to us, together with all supplements, assignments and amendments, before issuing any policy of title insurance.

18. The transaction contemplated in connection with this report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

END OF EXCEPTIONS

REQUIREMENTS

- Req. No. 1. Statements of information from all parties to the transaction are NOT required.
- Req. No. 2. With respect to Golden Gate University, a California nonprofit public benefit corporation, and Golden Gate College, a California Corporation:
- Req. No. 3.
- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
- Req. No. 4. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment.
- This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction.
- The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.
- Req. No. 5. Determination of whether reporting is required under any applicable U.S. Department of Treasury FINCEN Geographic Targeting Order (GTO) and, if reporting under the GTO is required, providing to the Company the information and identity documents required to comply with the GTO and complete the report.

NOTES

This report does not reflect requests for notice of default, requests for notice of delinquency, subsequent transfers of easements, and similar matters not germane to the issuance of the policy of title insurance anticipated hereunder.

- Note 1: If this company is requested to disburse funds in connection with this transaction, Chapter 598 of 1989 Mandates of the California Insurance Code requires hold periods for checks deposited to escrow or sub-escrow accounts. Such periods vary depending upon the type of check and anticipated methods of deposit should be discussed with the escrow officer.
- Note 2: No endorsement issued in connection with the policy and relating to covenants, conditions or restrictions provides coverage for environmental protection.
- Note 3: Special recordings: Due to a severe budget shortfall, many county recorders have announced that severe limitations will be placed on the acceptance of "special recordings."
- Note 4: Homeowners association: if the property herein described is subject to membership in a homeowners association, it will become necessary that we be furnished a written statement from the said homeowners association of which said property is a member, which provides that all liens, charges and/or assessments levied on said land have been paid. Said statement should provide clearance up to and including the time of closing. In order to avoid unnecessary delays at the time of closing, we ask that you obtain and forward said statement at your earliest convenience.
- Note 5: Demands: This Company requires that all beneficiary demands be current at the time of closing. If the demand has expired and a current demand cannot be obtained it may be necessary to hold money whether payoff is made based on verbal figures or an expired demand.
- Note 6: Line of credit payoffs: If any deed of trust herein secures a line of credit, we will require that the account be frozen and closed and no additional advances be made to the borrower. If the beneficiary is unwilling to freeze the account, we will require you submit to us all unused checks, debit vouchers, and/or credit cards associated with the loan along with a letter (affidavit) signed by the trustor stating that no additional advances will be made under the credit line. If neither of the above is possible, it will be necessary to hold any difference between the demand balance and the maximum available credit.
- Note 7: Maps: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. WFG National Title Company of California expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.
- Note 8: In the event of cancellation or if the transaction has not closed within 90 days from the date hereof, the rate imposed and collectable shall be a minimum of \$360.00, pursuant to Section 12404 of the Insurance code, unless other provisions are made.
- Note 9: A Preliminary Change of Ownership Report (PCOR) must be filed with each conveyance in the County Recorder's office for the county where the property is located. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a PCOR, the Recorder may charge an additional recording fee of twenty dollars (\$20). State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.
- Note 10: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, marital status, source of income (as defined in subdivision (p) of Section 12955), or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

- Note 11: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.
- Note 12: This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA Endorsement forms 100, 116 or 116.01 and if applicable, 115 and 116.02 attached.

When issued, the CLTA endorsement form 116, 116.01 or 116.02, if applicable will reference
Commercial/Industrial Property

known as

536 Mission St, City of San Francisco, County of San Francisco, California

- Note 13: The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are:

None of Record

Exhibit One (Rev. 02-04-22)**CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
EXCLUSIONS FROM COVERAGE****CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE LOAN POLICY [(02-04-22) v. 01.00]****EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 b. any governmental forfeiture, police, regulatory, or national security power.
 c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
 Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.

8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART IA

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY [(02-04-22) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;

- iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) V. 01.00]
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;

- c. land use;
- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA Loan Policy [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Loan Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]

[7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

PART II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

NOTE: The 2006 ALTA Loan Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6.

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]
- [7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

ALTA Owner's Policy [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 b. any governmental forfeiture, police, regulatory, or national security power.
 c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
 Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]
- [7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 6

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.]

[7.] Variable exceptions such as taxes, easements, CC&R's, etc., shown here.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY OF TITLE INSURANCE—ASSESSMENTS
PRIORITY
[2021 01.00 (07-01-2021)]**

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1.b. does not modify or limit the coverage provided under Covered Risk 5, 6, 12.c., 12.d., 13, or 15.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, and 27); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law. Exclusion 5 does not modify or limit the coverage provided in Covered Risk 25.
6. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the Title. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 10.

7. The failure of the residential structure, or any portion of it, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 7 does not modify or limit the coverage provided in Covered Risk 5 or 6.
8. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 26.b.
9. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
10. Negligence by a person or an Entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
11. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 11 does not modify or limit the coverage provided under Covered Risk 10.b. or 24.
12. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for

the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Disclosure to Consumer of Available Discounts Pursuant to California Code of Regulations Section 2355.3

In compliance with Section 2355.3 of the California Code of Regulations, if the current transaction involves an improved, one-to-four family, residential dwelling, the proposed insured may be entitled to certain cost reductions and/or discounts in their title insurance premiums and/or settlement service charges, pursuant to the programs listed below, and as further described in the Company's current Schedule of Rates and Rules for the State of California, currently on file with the California Department of Insurance. The reductions and/or discounts available are:

Group Title Discount Program	Disaster Loan
Investor Rates	Refinance Lender Special Rates 1, 2, 3
Combined Title and Escrow Services	Limited Escrow Rates
First Time Buyer(s)	Home Equity Escrow Rate
Senior Citizen Rate	Consumer Direct Rates
U.S. Military Rate	

Application of the Reductions and/or Discounts listed above shall be governed by the rules and requirements set forth in the Schedule of Rates and Rules on file in the office of the California Insurance Commissioner. Multiple programs may or may not be applied. Pursuant to the above referenced California Code of Regulations Section, neither provision nor acceptance of this form shall constitute a waiver of the consumer's right to be charged the filed rate.

With the receipt of the Preliminary Report to which this Disclosure Form is attached, the proposed insured acknowledges that they have been notified that they may be entitled to certain cost reductions and/or discounts, as listed above and as more particularly described in the Company's Schedule of Rates and Rules, currently on file in the office of the Insurance Commissioner of the State of California.

STATEMENT OF INFORMATION

**CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH ORDER NO: 23-190827, ESCROW NO.: 23-190827AND
PROPERTY ADDRESS: 536 MISSION ST, SAN FRANCISCO, CA 94105**

1. **IMPROVEMENTS:** ☐ NONE/VACANT LAND ☐ SINGLE RESIDENCE ☐ MULTIPLE RESIDENCE ☐ COMMERCIAL
2. **OCCUPIED BY:** ☐ OWNER ☐ TENANTS
3. **CONSTRUCTION WITHIN LAST 6 MONTHS?** ☐ YES ☐ NO
IF YES, INDICATE WORK DONE:

PARTY 1

FIRST MIDDLE ☐ NONE LAST

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

SOCIAL SECURITY NUMBER DRIVER'S LICENSE

NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER

PARTY 2

FIRST MIDDLE ☐ NONE LAST

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

SOCIAL SECURITY NUMBER DRIVER'S LICENSE

NAME OF FORMER SPOUSE/REGISTERED DOMESTIC PARTNER

MARRIAGE

☐ SINGLE ☐ MARRIED ☐ UNMARRIED DATE OF MARRIAGE/DIVORCE: _____

PARTY 1

RESIDENCES FOR LAST 10 YEARS

ADDRESS CITY STATE FROM (DATE) TO (DATE)

ADDRESS CITY STATE FROM (DATE) TO (DATE)

ADDRESS CITY STATE FROM (DATE) TO (DATE)

OCCUPATIONS FOR LAST 10 YEARS

OCCUPATION FIRM NAME ADDRESS NUMBER OF YEARS

OCCUPATION FIRM NAME ADDRESS NUMBER OF YEARS

PARTY 2

RESIDENCES FOR LAST 10 YEARS

ADDRESS CITY STATE FROM (DATE) TO (DATE)

ADDRESS CITY STATE FROM (DATE) TO (DATE)

ADDRESS CITY STATE FROM (DATE) TO (DATE)

OCCUPATIONS FOR LAST 10 YEARS

OCCUPATION FIRM NAME ADDRESS NUMBER OF YEARS

OCCUPATION FIRM NAME ADDRESS NUMBER OF YEARS

THE UNDERSIGNED DECLARE, UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED ON _____ (DATE), AT _____ (CITY).

BY _____ BY _____

HOME TELEPHONE: _____ HOME TELEPHONE _____

BUSINESS TELEPHONE _____ BUSINESS TELEPHONE _____

EMAIL _____ EMAIL _____



COMMERCIAL OWNER'S AFFIDAVIT

Escrow Number: 23-190827
Title Number: 23-190827
Property: See Exhibit "A" attached hereto and incorporated herein by this reference

The undersigned affiant first being duly sworn, deposes and says:

1. That there have been no construction, repairs, alterations, improvements made, ordered or contracted to be made on or to the Property, nor materials ordered within the last 6 months (or 90 days after completion of work) which have not been paid for, nor are there any fixtures attached to the Property which have not been paid for in full; and there are no outstanding or disputed claims for any such work or item, except:

That the work of improvement, if any:

- ☐ Started on _____
- ☐ Was completed on _____
- ☐ Will be completed on _____

2. That there has been no work done, nor notice received that work is to be done by the municipality (city, borough, or township), or at its direction, including but not limited to the installation of water or sewer lines, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.
3. That there are no unrecorded leases or agreements affecting the Property, and there is no one in possession of or that has access to the Property, other than:
 - ☐ the undersigned.
 - ☐ tenants based on month-to-month rental agreements
 - ☐ lessees based on existing leases, copies of which are attached hereto
 - ☐ _____
4. That there are no (i) private charges or assessments against the Property, (ii) rights of prior approval of a future purchaser or occupant of the Property, or (iii) rights of first refusal or options to purchase all or any part of the Property except:

(enter "none" or N/A if such is true)

5. That there are no unpaid real estate taxes or assessments except as shown on the current tax roll. That the undersigned has not received any supplemental tax bill which is unpaid.
6. That no actions in bankruptcy have been filed by or against the entity and/or individual identified herein in any federal court or any other court of competent jurisdiction.
7. As of the date hereof, the subject property is habitable and has not been damaged or destroyed by natural or man-made causes. ____/____ (initial to agree/confirm).
8. That there are no matters pending against the entity and/or individual identified herein that could give rise to a lien that would attach to the property between the most recent effective date of the title commitment and the recording of the interest to be insured, and that the Affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured.

9. That this affidavit is given for the purpose of inducing WFG National Title Insurance Company and/or its agent to issue its policies of title insurance which may provide coverage as to the matters listed above. The undersigned acknowledge that they have read the foregoing and fully understand the legal aspects of any misrepresentation and/or untrue statements made herein and indemnify and hold harmless WFG NATIONAL TITLE INSURANCE COMPANY against liability occasioned by reason of reliance upon the statements made herein.

Executed this _____ day of January, 2024

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____ at _____.

Owner of Record

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

ss.

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

OWNER'S AFFIDAVIT

State of _____

Escrow No.: 23-190827

County of _____ }

The undersigned, first being duly sworn, deposes and says:

- 1) That they are the owner of that certain real property commonly known as :

536 Mission St, San Francisco, CA 94105

[complete street address or addresses]

located in the County of San Francisco described in your Preliminary Report No. 23-190827.

That the land is lawfully improved by a:

- | | |
|--|---|
| <input type="checkbox"/> Single family residence | <input type="checkbox"/> a one-to-four family residence. |
| <input type="checkbox"/> Apartment building | <input type="checkbox"/> Office building |
| <input type="checkbox"/> Commercial building | <input type="checkbox"/> Combination office and commercial building |
| <input type="checkbox"/> Industrial building | |
| <input type="checkbox"/> _____ | |

- 2) That there is actual pedestrian and vehicular access to and from said land, except for: _____

- 3) That there have been no repairs, work of improvement or materials furnished to the premises within the last ninety (90) days except:

That the work of improvement or repairs, if any:

☐ Started on _____

☐ Was completed on _____

☐ Will be completed on _____

- 4) There are no unpaid bills for labor or material because of any improvements or repairs made to the above premises, for homeowners association dues, or for taxes or assessments, except _____

- 5) That there is no one in possession of or has access to the premises other than:

- ☐ The undersigned
☐ Tenants based only on month-to-month rental agreements
☐ Lessees based upon existing leases, copies of which are attached hereto
☐ _____

- 6) That no person(s) other than those mentioned above have any rights, easements, licenses, or agreements allowing them to use, encroach on, or travel over said real property, except _____
(Enter "None" if such is true)

- 7) That to our knowledge there are no existing violation of city or county ordinances regulating the use of this land, nor any existing dispute with adjoining owners, their tenants or a homeowners association over the boundaries or use of this land, except _____

- 8) That this Affidavit is given for the purpose of inducing WFG National Title Insurance Company to issue its policy(ies) of title insurance which may provide coverage as to the items mentioned above and that the statements made herein are true and correct of my/our own knowledge.

- 9) That the undersigned has not received any notice of a supplemental tax bill, except _____

- 10) As of the date hereof, the subject property is habitable and has not been damaged or destroyed by natural or man-made causes. _____/_____ (initial to agree/confirm).

- 11) That said affiant(s) further certify(ies) and declare(s) that they will testify or depose before any competent tribunal, officer, or person in any case now pending or hereafter instituted, to the truth of the foregoing statements and each of them.

Affiant(s), please remember to attach copies.

Dated: _____

Owner of Record

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

ss.

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Order No.: 23-190827

SELLER/OWNER'S AFFIDAVIT AND INDEMNITY

STATE OF CALIFORNIA

County of _____

I/We, Owner of Record, being first duly sworn, on oath depose and state that I/we own the following described property:
See Exhibit "A" attached hereto and made a part hereof

I/We have owned the property now being sold or mortgaged by me continuously for _____ years, and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise aside from those listed in Schedule B attached hereto.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, for a period of _____ days past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefore remain unpaid.
6. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.
7. As of the date hereof, the subject property is habitable and has not been damaged or destroyed by natural or man-made causes. _____/_____ **(initial to agree/confirm).**

This affidavit is given to induce WFG National Title Insurance Company, to issue its title insurance policy or policies without exception to claims of materialmen's laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor, said affiant agrees to indemnify to hold WFG National Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including Attorney's fees, which said WFG National Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies not to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

Dated this _____ of January, 2024.

Owner of Record

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California

County of _____

On _____, before me, _____, a Notary Public, personally appeared

_____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(This area for official notarial seal)

EXHIBIT "A"
LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MISSION STREET AND THE SOUTHWESTERLY LINE OF ECKER STREET, THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF MISSION STREET 168.00 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 100.00 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 17.00 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 87.625 FEET TO THE SOUTHWESTERLY LINE OF JESSIE STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF JESSIE STREET 185.00 FEET TO THE SOUTHWESTERLY LINE OF ECKER STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF ECKER STREET 187.625 FEET TO THE NORTHWESTERLY LINE OF MISSION STREET AND THE POINT OF BEGINNING.

AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED MAY 9, 2001, AS INSTRUMENT NO. 2001-G944666-00, BOOK H-884, PAGE 0622 OF OFFICIAL RECORDS, WHICH WAS RE-RECORDED AND CORRECTED FEBRUARY 13, 2002, AS INSTRUMENT NO. 2002-H107208-00, BOOK I-074, PAGE 0721 OF OFFICIAL RECORDS.

EXHIBIT "B"

Enter any leases and/or rental agreements if none, state "None"



Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG’s primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver’s license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete current and future transactions.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners’ association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities ("Do Not Track"), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button, or the Google+, that particular social network's plug-in will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG's privacy notice or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC

MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE
SOLUTIONS & TECHNOLOGY, LLC)

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

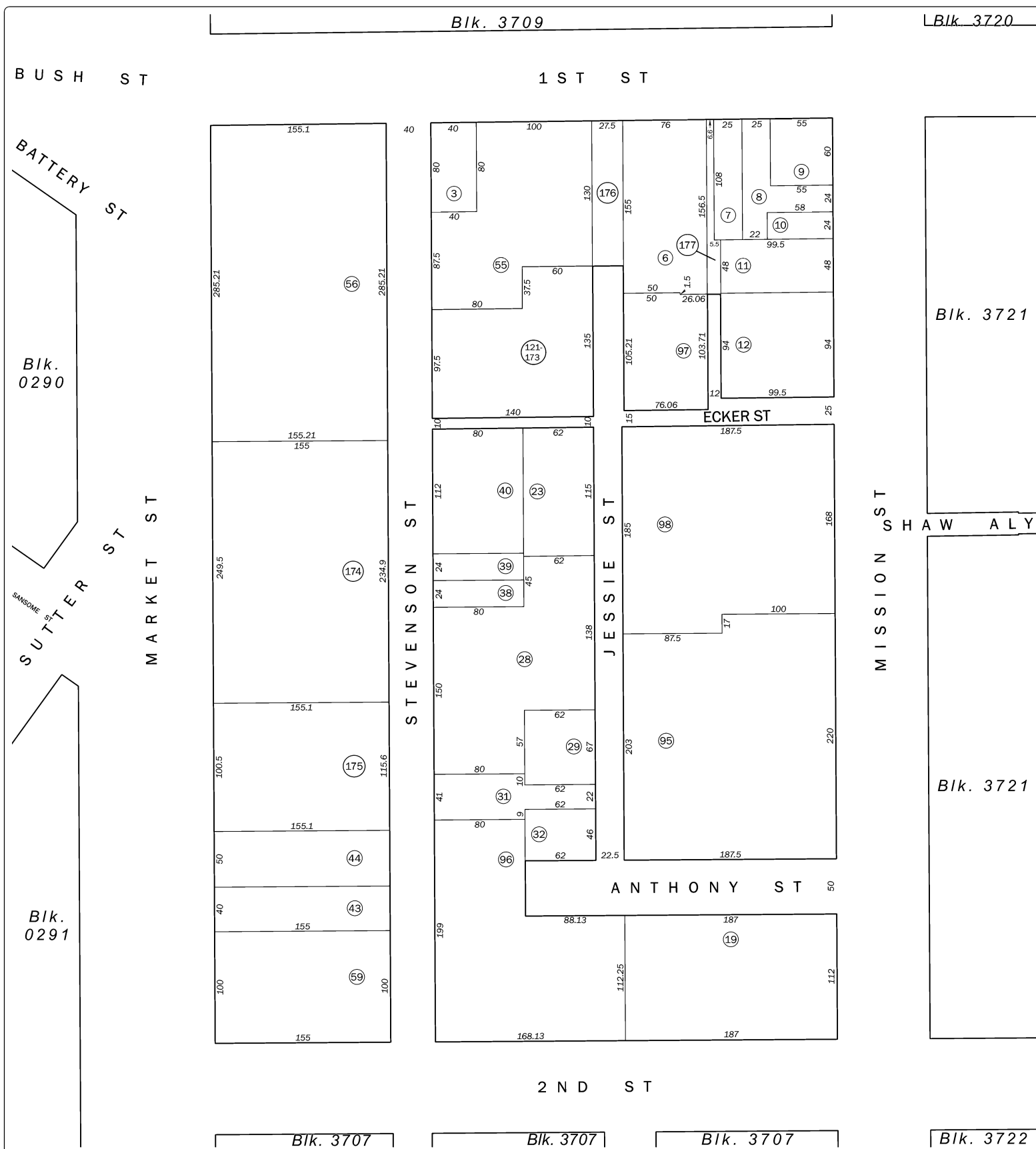
FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> • Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com

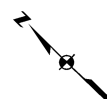
Mail-In Form										
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:									
	<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.									
	<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.									
	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.									
	<table border="1"> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>City, State, Zip</td> <td></td> </tr> <tr> <td>File Number</td> <td></td> </tr> </table>	Name		Address		City, State, Zip		File Number		Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 th Pkwy, #350 Portland, OR 97223
Name										
Address										
City, State, Zip										
File Number										

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
Other important information	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p>Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california</p> <p>Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon</p>	



**SAN FRANCISCO CITY & COUNTY
ASSESSOR'S BLOCK MAP**

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



REVISED	2019
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0 45 90 180 Feet

Revision History


From Lot	Change	To Lot	Year
24-27	into	23	1943
30	into	29	1943
35	into	31	1943
36-37	into	28	1943
13, 20, 94	into	98	2002
15, 17, 18	into	95	2002
19A, 33, 34	into	96	2002
60-93	into	97	2002
22	into	121-173	2011
57-58	into	174-175	2012
Street	into	176-177	2019

PIQ

**SAN FRANCISCO CITY & COUNTY
ASSESSOR'S BLOCK MAP**

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT
PURPOSES ONLY. ASSESSOR'S PARCELS MAY NOT COMPLY
WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

EXHIBIT 5



Golden Gate University

To search, type and hit enter.

Newsroom

GGU News

Success Stories

Industry Insights

In The News



Newsroom

GGU News

Success Stories

Industry Insights

In The News

September 27, 2022 | Alumni, GGU News, Press Releases

...

Golden Gate University School of Law Offers Full Scholarships to All New in-Person JD Students

GGU Law is boldly transforming the face of legal education by offering full-tuition scholarships to all new students in its full-time, in-person JD program starting in the Fall of 2022.

...

Learn more
about GGU
School of Law

The GGU School of Law Transformation



GGU Law expands access and opens new pathways to legal education.



Newsroom

[GGU News](#)
[Success Stories](#)
[Industry Insights](#)
[In The News](#)

pathway to a JD degree for underrepresented and underserved students.

[VIEW GGU LAW SCHOOL DIVERSITY INFOGRAPHIC](#)

"This bold new approach democratizes access to legal education and provides a pathway to a legal career for all individuals regardless of their economic circumstances. It will also ensure that students admitted to the JD program can successfully complete their studies, pass the bar exam, and excel as practicing lawyers," says [Colin Crawford](#), [Dean of GGU Law](#).

GGU Law's transformational plan includes the following four key elements:

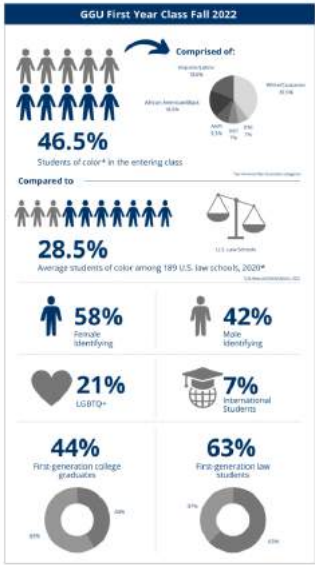
- **DIVERSE CLASS, ALL FULL SCHOLARSHIPS:** Over the next three years, GGU Law will shift to a considerably smaller, but still highly diverse, in-person JD program, admitting highly qualified students eligible to receive Presidential scholarships, which are full-tuition awards. This ambitious vision began with the entire entering class of full-time, first-year, in-person JD students in Fall 2022. These awards will continue through to receipt of the JD degree, provided that the student remains in good standing. Similarly, beginning with the Fall 2022 entering class of JD-Flex students—working professionals who study online with weekend on-campus learning—the program will be open to significantly fewer students than before and focus on those who are academically qualified to receive either full or half-tuition scholarships.
- **SMALLER CLASS SIZES, GREATER ATTENTION:** While maintaining smaller classes of highly qualified students in both the full-time/in-person and part-time/hybrid programs, full-time law faculty will be able to provide greater attention to students and more resources to ensure academic success and improved bar pass rates.
- **EXPANDED RESOURCES FOR ALL LAW STUDENTS:** Beginning in the 2021-22 academic year, expanded resources and support were made and will continue to be fully available to all students, including:
 - Doubled academic/bar support staff
 - Stepped-up resources for the Academic Success Program/bar support across JD programs
 - Individualized bar preparation planning
 - Expanded bar mentoring by full-time faculty
 - Expanded bar-like testing in required courses and required bar preparation courses
- **NEW BA IN LAW AND MASTER OF LAW STUDIES DEGREES:** During the 2022-2023 academic year, GGU Law is launching two new degrees: a Bachelor of Arts in Law (BA in Law), and a Master of Law Studies (MLS), a one-year, 30-credit program, both taught by full-time law faculty. These two programs will help identify strong candidates for the full scholarship in-person JD program and give access and opportunity to students who want to see if the study of law is right for them. In addition, these programs are well-suited for individuals who are either working in, or interested in, the robust array of careers in the public and private sectors where a JD degree is not necessary, but legal knowledge is needed. The BA in Law and the MLS programs will be available in-person, online and in hybrid formats at GGU's San Francisco campus. For details about these two new degrees, visit: ggu.edu

"Whether at the undergraduate or graduate level, the skills imparted by legal training are highly valued by employers," says [GGU Provost Brent White](#), a longtime innovator in legal education. "Additionally, success in actual law courses identifies students with an aptitude for law much more effectively than a standardized test."

"We already know that students who do well in the first year of law school pass the bar exam at high rates," adds Dean Crawford. "We believe that we will be able to identify students with the ability to succeed as JD students through their demonstrated success studying law as undergraduates, or in our Master of Law Studies program. We will then offer some of the best of these students full scholarships for a JD degree so that they graduate from law school unconstrained by tuition debt and able to pursue legal careers of their choice, including — as many GGU graduates do — careers focused on advancing social justice."

Moreover, explains Provost White, "We believe that our BA in Law and Master of Law Studies programs will open careers in law to a highly diverse group of students, many of whom might otherwise have thought that law was not a realistic pathway."

[Angela Onwuachi-Willig](#), Dean of Boston University School of Law and GGU Law Advisory Board member, sees the GGU Law transformational plan as "a bold step that enables greater equity and access to the legal profession." She adds, "GGU Law has long had a diverse class, both in terms of race, ethnicity and socioeconomic background, but true access to the profession to law and the legal profession has been limited because of the unique impacts that debt has on graduates from lower income communities, particularly communities of color. With this truly extraordinary investment, GGU Law has extended its longstanding commitment with access by expanding beyond entry into law school to access to a more equitable educational experience and more freedom in choice of employment after law school."



Comments are closed here.

Podcasts | Videos



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GGU News

Success Stories

Industry Insights

In The News

February 28, 2023 | *Admin* | *Video*

Reclaiming Dr. Martin Luther King's Radical Legacy

On February 28th, GGU hosted a virtual discussion in honor of Black History Month on the topic of "Reclaiming...

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November 1, 2019 | *Admin* | *Video*

From Biotech Expert to Entrepreneur: An MBA Alumni Story

Learn more about Golden Gate University's MBA Program.

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November 1, 2019 | *Video*

International Students — Golden Gate University Welcomes YOU!

Golden Gate University welcomes students of all nations to study in San Francisco, California — the business and innovation capital...

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Golden Gate University 2019 Innovation in Practice Series

Yes! Hacking is legal ... that is, when you hire a professional hacker to break into your company and test...

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David Franklyn, Golden Gate University 2019 Innovation in Practice Series

Delve into fascinating ideas that are arising at the intersection of tech, law, and innovation with David Franklyn, Director of...

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May 7, 2019 | *Video*

Keynote – Golden Gate University Undergraduate Commencement 2019

Dr. David J. Fike, Golden Gate University President, conferred an honorary doctorate degree to GGU Alumna and Salesforce.org EVP and...

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EXHIBIT 6



Accreditation

WASC Senior College and University Commission (WSCUC)

GGU is accredited by WASC Senior College and University Commission (WSCUC), the organization that accredits universities in California and Hawaii, including Stanford, University of San Francisco, UC Berkeley, and San Jose State University. WSCUC is one of six regional associations that accredit public and private schools, colleges, and universities in the United States and is nationally recognized by the US Department of Education and the Council for Higher Education Accreditation (CHEA). GGU has been accredited by WSCUC since 1959. In June 2019 our accreditation was reaffirmed through Spring 2025, meeting all criteria for accreditation. Golden Gate University is committed to complying with WASC's accreditation requirements.

Our full and part-time faculty have a strong practitioner background and bring their practical experience to the classroom, ensuring high quality education for our students. With more than 68,000 alumni, we are confident that GGU prepares students with knowledge and skills that can be used throughout their careers.

1001 Marina Village Parkway

Accreditation Documentation

- [2023 WASC Accreditation Letter](#)
- [2023 Team Report](#)
- [2021 WASC Accreditation Letter](#)
- [2021 Team Report](#)
- [2019 WASC Accreditation Letter](#)
- [2019 Team Report](#)

American Bar Association (ABA)

Office of the Consultant on Legal Education/Section of Legal Education and Admissions to the Bar

321 North Clark Street
21st Floor
Chicago, IL 60654
Phone: 312-988-6738
Fax: 312-988-5681
Website: americanbar.org

Barry Currier
Interim Consultant
Phone: 312-988-6744
E-mail: Barry.Currier@americanbar.org

Scott Norberg
Deputy Consultant
Phone: 312-988-5103
E-mail: Scott.Norberg@americanbar.org

California State Bar

180 Howard Street
San Francisco, CA 94105
Phone: 415-538-2000
Website: calbar.ca.gov

American Association of Law School (AALS)

1201 Connecticut Avenue
NW Suite 800
Washington, DC 20036-2717 Phone: 202-296-8851
Fax: 202-296-8869
E-mail: aals@aals.org
Website: aals.org

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info@ggu.edu

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July 12, 2021

Dr. David Fike
President
Golden Gate University
536 Mission Street
San Francisco, CA 94105

Dear President Fike:

This letter serves as formal notification and official record of action taken concerning Golden Gate University (GGU) by the WASC Senior College and University Commission (WSCUC) at its meeting June 25, 2021. This action was taken after consideration of the report of the review team that conducted the Special Visit to GGU April 6 - 9, 2021. The Commission also reviewed the institutional report and exhibits submitted by GGU prior to the Special Visit and the institution's June 11 response to the team report. The Commission appreciated the opportunity to discuss the visit with you, and your colleagues Joshua Burgher, COO and CFO, Barbara Mendelson, Chair of the Board, and Barbara Karlin, VP Academic Affairs Emerita and ALO. Your comments were very helpful in informing the Commission's deliberations. The date of this action constitutes the effective date of the institution's status with WSCUC.

Actions

1. Receive the Special Visit team report that focused on: (1) finances; (2) enrollment; and (3) retention and completion
2. Issue a Formal Notice of Concern
3. Schedule a Special Visit in fall 2022 to address compliance with Standard 3, particularly CFRs 3.1, 3.4, 3.6, 3.7 and 3.10, and all the requirements listed in this letter.

The Commission commends GGU in particular for the following:

1. A strong and deeply held commitment to GGU's historic mission and the success of a diverse student body that is widely shared by the board, administration, faculty, and staff.
2. The dedication of staff and faculty who have stepped up during the pandemic and worked long hours to focus on students' educational needs, often by taking on additional responsibilities due to the remote environment and budget cuts.
3. Recognition of the precarious situation of GGU's long-term viability, and making difficult decisions on expenditures, while developing new programs and beginning a branding exercise as foundational to student recruitment.

4. Successful fundraising efforts and the establishment of the Helen Diller Center for Veterans of US Military Service, which aligns with GGU's mission and strategy.

The Commission requires the institution to respond to the following issues:

1. Continue to focus on long-term viability, ensuring that the expenditure reductions are appropriate and sustainable, while also emphasizing revenue generation and creating a strategic enrollment plan. (CFR 3.4)
2. Place greater priority on retention by developing a plan with goals and milestones, assessing the effectiveness of recent student support initiatives, and putting in place an infrastructure for continuous data analysis and student feedback. (CFRs 2.10, 4.3)
3. Review staffing levels to ensure they are adequate and sustainable for operational effectiveness and meeting student needs, and solidify a senior leadership team with fewer interim appointments and clearly defined responsibilities. (CFRs 3.1, 3.6, 3.7)
4. Develop protocols to assess the effectiveness of communication between the faculty and the administration, and make improvements as needed to provide meaningful opportunities for faculty input. (CFR 3.7)
5. Develop and codify a definition of shared governance that clarifies roles and responsibilities of the board, administration, and faculty, as well as processes and timelines for faculty input into decisions affecting GGU's educational purposes, quality, and character. (CFRs 3.7, 3.10)

A Formal Notice of Concern provides notice to the institution that, while it currently meets WSCUC Standards, it is in danger of being found in noncompliance with one or more Standards if current trends or findings continue. Institutions issued a Formal Notice of Concern are scheduled for a Special Visit within four years. If the issues are not addressed within four years, a sanction could be imposed as described in the 2013 *Handbook of Accreditation*. A Formal Notice of Concern is public information and will be posted on the WSCUC website.

In accordance with Commission policy, a copy of this letter is being sent to the chair of GGU's governing board. The Commission expects that the team report and this action letter will be posted in a readily accessible location on GGU's website and widely distributed throughout the institution to promote further engagement and improvement and to support the institution's response to the specific issues identified in these documents. The team report and the Commission's action letter will also be posted on the WSCUC website. If the institution wishes to respond to the Commission action on its own website, WSCUC will post a link to that response on the WSCUC website.

Finally, the Commission wishes to express its appreciation for the extensive work that Golden Gate University undertook in preparing for and supporting this accreditation review. WSCUC is committed to an accreditation process that adds value to institutions while contributing to public accountability, and we thank you for your continued support

of this process. Please contact me if you have any questions about this letter or the action of the Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamienne S. Studley". The signature is fluid and cursive, with the first name being the most prominent.

Jamienne S. Studley
President

JSS/bgd

Cc: Phillip Doolittle, Commission Chair
Barbara Karlin, ALO
Barbara Mendelson, Board Chair
Members of the Special Visit team
Barbara Gross Davis, Vice President

March 17, 2023

Dr. David Fike
President
Golden Gate University
536 Mission Street
San Francisco, CA 94105

Dear President Fike:

This letter serves as formal notification and official record of action taken concerning Golden Gate University (GGU) by the WASC Senior College and University Commission (WSCUC) at its meeting February 24, 2023. This action was taken after consideration of the report of the review team that conducted the Special Visit to GGU November 7-11, 2022. The Commission also reviewed the institutional report and exhibits submitted by GGU prior to the Special Visit and the institution's February 1, 2023, response to the team report. The Commission appreciated the opportunity to discuss the visit with you and your colleagues Brent White, Provost and Vice President of Academic Affairs, Rocco Lamanna, Associate Vice Provost for Academic Affairs, Elaine Clark, CFO, and Barbara Mendelson, Chair of the Board of Trustees. Your comments were very helpful in informing the Commission's deliberations. The date of this action constitutes the effective date of the institution's status with WSCUC.

Actions

1. Receive the Special Visit team report that focused on: (1) finances and enrollment; (2) retention and completion; (3) staffing levels and senior leadership team; (4) communication; and (5) shared governance
2. Continue the Formal Notice of Concern
3. Schedule an Interim Report to be submitted by November 1, 2023, to include the following information:
 - a. Fall 2023 enrollment data, along with an analysis of whether recruitment and retention targets have been achieved. Analysis should include an explanation of increasing or decreasing overall and program enrollment results compared to year-over-year fall trends for the past five years
 - b. Copy of FY 2021/22 audited financial statements and FY 2022/23 audited financial statements (if available)
 - c. Status of the Jessie Street and Mission Street properties, and if sold or sub-leased, provide supporting documentation (e.g., escrow documents and sub-lease agreement)

- d. Supporting documentation for debt transaction, estimated to net \$35M and to be completed by June 2023; describe how net proceeds are generated and provide supporting amortization schedules
- e. Summary of financial results of partnership with Upgrad
- f. Revised financial five year+ forecast that includes revised debt service and any revenue and expenses resulting from partnership with Upgrad
- g. A summary of the three analyses by the consultant (financial model for forecasting enrollment, net tuition, revenue and expenses; market analysis of current program portfolio; and academic portfolio analysis) and comments by GGU on the use of the consultants' recommendations

The Commission commends GGU in particular for the following:

- 1. Broad, extensive engagement from constituents across the university in responding to the areas identified for improvement, which reflects the success of the leadership team's efforts to communicate the university's financial, enrollment, and shared governance challenges.
- 2. Improvement in shared governance and communication practices, with more people feeling heard, more leaders willing to share information, and greater efforts to clarify decision-making processes.
- 3. A strong leadership team and well-qualified support staff brought together through a broadly participative process.
- 4. Willingness of the board and leadership to consider and communicate alternative approaches to funding growth that has generated enthusiasm and created opportunities for institutional recovery in a challenging, competitive economic climate.
- 5. Confidence about the future that permeates trustees, faculty, and staff and is rooted in new leadership, spending, and a vision of global and mission-driven growth.

The Commission requires the institution to respond to the following issues:

- 1. Given the anticipated liquidity needs, continue to closely forecast cash balances to ensure that spending does not outpace the realization of new revenues. (CFR 3.4)
- 2. Standardize financial forecasting and update targets as annual forecasts vary from plans, to strengthen financial understanding and improve decision-making. (CFR 3.4)
- 3. Ensure that the administrative and pedagogical infrastructure is commensurate with expected growth. (CFRs 3.4, 3.5)
- 4. Continue prioritizing retention by developing detailed data-informed goals at the university, school, and program level, assessing proposed student support initiatives, and establishing a student support infrastructure for continuous data analysis and student feedback to keep pace with anticipated enrollment gains. (CFRs 2.10, 4.3)

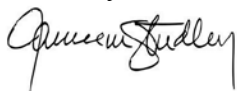
5. Codify shared governance and decision-making processes that are well understood (through, for example, the university's efforts to develop a decision-making matrix). (CFRs 3.7, 3.10)

A Formal Notice of Concern provides notice to the institution that, while it currently meets WSCUC Standards, it is in danger of being found in noncompliance with one or more Standards if current trends or findings continue. If the issues are not addressed by spring 2025, a sanction could be imposed as described in the 2013 *Handbook of Accreditation*. A Formal Notice of Concern is public information and will be posted on the WSCUC website.

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Finally, the Commission wishes to express its appreciation for the extensive work that Golden Gate University undertook in preparing for and supporting this accreditation review. WSCUC is committed to an accreditation process that adds value to institutions while contributing to public accountability, and we thank you for your continued support of this process. Please contact me if you have any questions about this letter or the action of the Commission.

Sincerely,



Jamienne S. Studley
President

JSS/bgd

Cc: Phillip Doolittle, Commission Chair
Rocco Lamanna, ALO
Barbara Mendelson, Board Chair
Members of the Special Visit team
Barbara Gross Davis, Vice President

March 17, 2023

Dr. David Fike
President
Golden Gate University
536 Mission Street
San Francisco, CA 94105

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 - c. Status of the Jessie Street and Mission Street properties, and if sold or sub-leased, provide supporting documentation (e.g., escrow documents and sub-lease agreement)

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- f. Revised financial five year+ forecast that includes revised debt service and any revenue and expenses resulting from partnership with Upgrad
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- 4. Willingness of the board and leadership to consider and communicate alternative approaches to funding growth that has generated enthusiasm and created opportunities for institutional recovery in a challenging, competitive economic climate.
- 5. Confidence about the future that permeates trustees, faculty, and staff and is rooted in new leadership, spending, and a vision of global and mission-driven growth.

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- 2. Standardize financial forecasting and update targets as annual forecasts vary from plans, to strengthen financial understanding and improve decision-making. (CFR 3.4)
- 3. Ensure that the administrative and pedagogical infrastructure is commensurate with expected growth. (CFRs 3.4, 3.5)
- 4. Continue prioritizing retention by developing detailed data-informed goals at the university, school, and program level, assessing proposed student support initiatives, and establishing a student support infrastructure for continuous data analysis and student feedback to keep pace with anticipated enrollment gains. (CFRs 2.10, 4.3)

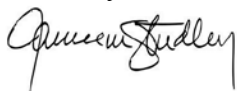
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Sincerely,



Jamienne S. Studley
President

JSS/bgd

Cc: Phillip Doolittle, Commission Chair
Rocco Lamanna, ALO
Barbara Mendelson, Board Chair
Members of the Special Visit team
Barbara Gross Davis, Vice President

July 12, 2019

Dr. David Fike
President
Golden Gate University
536 Mission Street
San Francisco, CA 94105

Dear President Fike:

This letter serves as formal notification and official record of action taken concerning Golden Gate University (GGU) by the WASC Senior College and University Commission (WSCUC) at its meeting June 28, 2019. This action was taken after consideration of the report of the review team that conducted the Accreditation Visit to GGU March 11-14, 2019. The Commission also reviewed the institutional report and exhibits submitted by GGU prior to the Offsite Review (OSR) and the supplemental materials requested by the team after the OSR. The Commission appreciated the opportunity to discuss the visit with you and your colleagues Barbara Karlin, Vice President for Academic Affairs and ALO; Anthony Niedwiecki, Dean of the Law School; Sathyapal Menon, CFO; and Frank Felicelli, member of the Board of Trustees. Your comments were very helpful in informing the Commission's deliberations. The date of this action constitutes the effective date of the institution's new status with WSCUC.

Actions

1. Receive the Accreditation Visit team report
2. Reaffirm accreditation for a period of six years
3. Schedule the next reaffirmation review with the Offsite Review in fall 2024 and the Accreditation Visit in spring 2025
4. Schedule the Mid-Cycle Review to begin May 1, 2022
5. Schedule a Special Visit in spring 2021 to address
 - a. Finances. Please provide:
 - i. Audited financial statements for FY19, FY20, and preliminary for FY21
 - ii. Budget projections for 2022, 2023, 2024
 - iii. Revenue by source for FY19, FY20, and preliminary FY21
 - iv. Fundraising detail for FY19, FY20, and preliminary FY21
 - v. An assessment of the financial status of the institution
 - b. Enrollment. Please provide:
 - i. Five year trend analysis for GGU overall 2015-16, 2017-18, 2018-19, 2019-2020, fall 2020
 - ii. Discussion of discrepancies, if any, between enrollment goals and actual enrollments
 - c. Retention and Completion. Please provide:
 - i. Institutional Research reports related to retention and completion by degree program

The Commission commends GGU in particular for the following:

1. A strong commitment to its mission on the part of students, faculty, staff, administration, alumni, and the board who are all dedicated to diversity and student success.
2. A new leadership team that has focused on strategic thinking and building capacity.
3. Degree programs that are aligned with the institutional mission, and instruction that is appropriately grounded in the business and legal communities.
4. Strengthened student support programs and units through greater centralization and inclusion in the annual quality assurance process.
5. Enhanced collaborations across faculty, disciplines, and schools that have resulted in greater academic synergy.

The Commission requires the institution to respond to the following issues:

1. Ensure long-term viability through realistic budgeting, strategic enrollment management (including recruitment and retention), diversification of revenue sources, and active fundraising. (CFR 3.4)
2. Demonstrate gains in retention and completion using newly implemented methods of collecting and reporting data. (CFR 2.10)
3. Enhance human resource functions and services, including regular and routine evaluations of staff and onboarding of new staff, full-time and adjunct faculty. (CFR 3.2)
4. Improve two-way communication between faculty and administration in areas such as future faculty compensation policies and processes, strategic planning, and creation of new academic programs. (CFRs 3.6, 3.7)
5. Develop a consensus definition and understanding of shared governance and the respective roles and responsibilities of faculty and administration. (CFRs 3.7, 3.10)
6. Strengthen support for faculty professional development and scholarly activities. (CFR 3.3)

In taking this action to reaffirm accreditation, the Commission confirms that Golden Gate University has addressed the three Core Commitments and has successfully completed the two-stage institutional review process conducted under the 2013 Standards of

Accreditation. In keeping with WSCUC values, GGU should strive for ongoing improvement with adherence to all Standards of Accreditation and their associated CFRs to foster a learning environment that continuously strives for educational excellence and operational effectiveness.

In accordance with Commission policy, a copy of this letter will be sent to the chair of Golden Gate University's governing board. The Commission expects that the team report and this action letter will be posted in a readily accessible location on GGU's website and widely distributed throughout the institution to promote further engagement and improvement and to support the institution's response to the specific issues identified in these documents. The team report and the Commission's action letter will also be posted on the WSCUC website. If the institution wishes to respond to the Commission action on its own website, WSCUC will post a link to that response on the WSCUC website.

Finally, the Commission wishes to express its appreciation for the extensive work that Golden Gate University undertook in preparing for and supporting this accreditation review. WSCUC is committed to an accreditation process that adds value to institutions while contributing to public accountability, and we thank you for your continued support of this process. Please contact me if you have any questions about this letter or the action of the Commission.

Sincerely,



Jamienne S. Studley
President

JSS/ bgd

Cc: Reed Dasenbrock, Commission Chair
Barbara Karlin, ALO
Randy Merck, Board Chair
Members of the Accreditation Visit team
Barbara Gross Davis, Vice President

EXHIBIT 7



David J. Fike, PhD

President

David J. Fike, the seventh president of Golden Gate University, is an economist specializing in capital markets and urban economic development. Since taking the helm at Golden Gate University in late 2015, he has worked with faculty and staff to continue the 123-year-old university's tradition of innovation in serving working professionals. Dr. Fike is leading initiatives that realign GGU's programs and delivery modalities to meet the rapidly changing expectations of higher education providers locally, nationally, and globally.

Prior to GGU, Dr. Fike served as president of Marygrove College in Detroit, Michigan where he mobilized the campus community to refocus the mission of this 90-year-old liberal arts college around the idea of urban leadership. The resulting program, Building Our Leadership in Detroit (BOLD), helped position the campus as an anchor for attracting and training young urban leaders from Detroit and beyond.

From 1997 until 2005, he was the chief academic officer and the dean of faculty at Holy Names University in Oakland, California. He joined Holy Names in 1992 as a faculty member in economics.

Dr. Fike has provided consulting services and research in economic revitalization, sustainable community development practices, and capital access in underserved markets to many governmental and nonprofit institutions including the City of Oakland and the Community Bank of the

Bay, the first de novo community development bank in the western United States.

President Fike has been a Kellogg National Leadership Fellow and the recipient of teaching awards from the University of Maryland and Holy Names University. He has a B.A. in Political Science from the University of California, Santa Barbara and a Ph.D. in Economics from the University of Maryland, College Park.

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EXHIBIT 8

VOTE OF NO CONFIDENCE OF THE PRESIDENT/CEO AND THE CHIEF OPERATING OFFICER

To the Golden Gate University Board of Trustees,

We, the majority faculty of the Ageno School of Business, the Schools of Tax and Accounting, and the School of Undergraduate Studies, represent decades of commitment and contribution to Golden Gate University. As dedicated members of this institution, we feel compelled to express our extreme dissatisfaction with the current leadership managing the University's finances and operations.

For the past several years, the University has faced increasing financial deficits due to failed enrollment efforts and a failed strategic plan that resulted in layoffs among key support roles in Student Services, Human Resources, Information Technology, and the Schools. Faculty and staff were made a series of promises, including less siloed behavior, more transparency, increased collaboration, better communication, and data-driven decision-making. Few, if any, of these promises were kept.

We believe that the University's current situation is a result of inadequate leadership by the President and CEO, David J. Fike, and more recently, the COO, Joshua Burgher. The President/CEO and COO have failed to deliver on their commitments, making them, individually and collectively, the wrong leadership team to lead GGU out of financial crisis.

President Fike and COO Joshua Burgher have consistently failed to genuinely and transparently involve the faculty in discussions and decisions within the purview of shared governance. They have manipulated the process to give the appearance of faculty participation and agreement when, in fact, they have already made decisions that they have acted on or intend to act on. This is counter to WSCUC's recent charge that GGU improve shared governance, which is true collaboration between faculty and administration. In addition to the financial problems we face, our very accreditation may be at risk.

The most recent decisions that have prompted this letter include: laying off all positions in the Human Resource department; the elimination of the Vice President for Academic Affairs role; the premature elimination of employer contributions to 403b retirement plans; and the reduction of staff and full-time faculty salaries. The latter two items were presented as a response to the COVID-19 pandemic despite there not yet being actual evidence showing a negative impact. The decision to cut staff salaries as soon as possible and a decision to cut faculty salaries as soon as contractually possible, is not a

response to the pandemic but rather, a response to years of financial mismanagement. Both the process by which these decisions were made, and the actual decisions themselves, further reinforce the grave concerns faculty have about the ability of the CEO and COO to lead the university to stability and success.

THEREFORE, we the majority faculty of the Ageo School of Business, the Schools of Tax and Accounting, and the School of Undergraduate Studies declare NO CONFIDENCE IN THE PRESIDENT/CEO and COO.

Cc: President/CEO David J. Fike
COO Joshua Burgher
Bcc: Full-time faculty

EXHIBIT 9

Follow-Up to President's Community Zoom—12noon, Wednesday, Aug. 9

GGU Office Of The President <oop@ggu.edu>

Wed 8/23/2023 1:58 PM

To:GGU Office Of The President <oop@ggu.edu>

**GOLDEN GATE UNIVERSITY****OFFICE OF THE PRESIDENT**

Dear GGU Community,

Thank you to all who attended our Community Zoom on August 9th. For those who were unable to attend this month, Provost and Dean of the Ageno School of Business Bruce Magid and I were pleased to share promising updates about our work this summer with GGU's local and global partners.

I had the opportunity and pleasure to travel along with Vice Provost and GGU Worldwide Dean Jay Gonzalez and Assistant Dean & Director of Global Education Rosita Lesmana to meet "on the ground" in India with the leadership and staff at GGU partners upGrad and University Hub. The welcome was extremely warm, including at a press conference and student recruitment event, as we solidified our partnerships and strengthened ties. The trip was energizing and inspiring, and our global future looks bright. Learn more about this trip and view photos [here](#).

Provost Magid shared an update on some of the more "local" aspects of GGU's global reach and local impact. The University is participating as a member of the [Bay Area Council](#), joining business and civic leaders interested in innovation, economic growth, and social impact. He also reminded us that our region is the epicenter of AI, an advantage for GGU and one of many bright spots on the path to San Francisco 3.0. We look forward to meeting with Mayor Breed and others soon to discuss GGU's future role in the city's ecosystem, including what has been proposed as a downtown higher education hub.

In response to questions about the Law School, I confirmed that we continue to gather and analyze information on enrollment, revenue, and bar pass projections. Your colleagues are developing data for the GGU board, responding to their requests for relevant data in order to make the best decision. No decision will be made about the long-term future of the Law School until we complete that process.

Provost Magid reminded us of the wisdom of pacing ourselves and the importance of a summer break. It's a fact that the work email will be waiting for you when you return, but email can wait. We'll all want to be reenergized for this academic year as we welcome a larger and more diverse group of students, as well as offer new programs in different formats.

Thank you to all who could participate in the session. We appreciate the feedback you've been sharing on improving the Community Zooms' content and format. Please keep that coming. I look forward to seeing everyone at our next Community Zoom in September.

Sincerely,

David

David J. Fike, Ph.D.

President

Office of the President

536 Mission St.

San Francisco, CA 94105



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www.ggu.edu

EXHIBIT 10

Update on GGU Law Teach Out Plan

GGU Office Of The President <oop@ggu.edu>

Fri 2/2/2024 2:49 PM



GOLDEN GATE UNIVERSITY

OFFICE OF THE PRESIDENT

Dear GGU Community,

Today, we are providing an important update to our Law School students regarding GGU Law's teach-out plan for the JD program. Full-time JD students will be able to continue their legal course of study at another ABA-accredited institution, the University of San Francisco School of Law. We are currently coordinating another partnership for our part-time/Flex JD students, and we look forward to finalizing it shortly.

In the coming days, there will be more specific information for Law School students as well as faculty and staff as we work through our teach-out plan with the ABA and partner institutions.

Best,
David

David J. Fike

President

E: dfike@ggu.edu

O: 415-442-6570

536 Mission St.

San Francisco, CA 94105



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www.ggu.edu

Pronouns: He, Him, His

EXHIBIT 11

GGU Teach-Out Plan Flex Program Update



GOLDEN GATE UNIVERSITY

OFFICE OF THE PRESIDENT

Dear GGU Community,

We are writing with another important update regarding GGU Law's teach-out plan. Part-time and JD Flex students were made aware today that we have signed an MOU with Mitchell Hamline School of Law in St. Paul, MN. We are thrilled to have an ABA-accredited partner that has developed a flexible curriculum that serves our part-time and Flex students' desire for well-paced progress toward completion of their JD degrees while also attending to their employment-related obligations.

Thank you for your continued support.

Best,

Dr. David J. Fike
President

Dr. Bruce Magid
Provost

EXHIBIT 12

3. If necessary, disability-related information may be provided to school officials with legitimate educational interest or to other parties as required by law.

1. **Disqualified Student Appeals**

An academically disqualified student who identifies himself or herself as disabled may request in writing to Student Affairs, Law School that his or her Petition for Reinstatement be supplemented by a summary report and/or student records, which may include: the nature of the disability reported, if any; whether accommodations were provided at GGU; the date accommodations were initially granted; results of outside testing to determine the extent to which the disability affects the student's ability to participate or perform in the academic program; and any other information contained in the student's disability file relevant to the petition.

2. **Post-Graduation Policy and Services**

1. The law school will assist students and alumni in documenting accommodations received during law school; student requests for such documentation must be in writing. The law school will also provide counseling regarding the bar exam accommodations application process. Note: student records are maintained for five years after graduation or last date of attendance, after which time they generally are destroyed.
2. Office for Career Services will aid all graduates, with or without disabilities, in developing career opportunities after the completion of studies at Golden Gate University School of Law.
3. The law school has a policy of non-discrimination on the basis of disability in all alumni activities that are a part of the official program of the law school or that involve the participation of applicants or enrolled students.

1. **Grievances**

All student-initiated grievances shall be heard according to the following procedures:

1. **Informal Resolution**

A student who believes that he or she has encountered a violation of the policies listed herein is encouraged to notify the Associate Dean for Student Affairs, Law School as early as possible after the incident. In the event that the party against whom the grievance is filed is the Associate Dean for Student Affairs, Law School, then the grievance shall be filed with the Associate Dean for Academic Affairs. The Associate Dean for Student Affairs, Law School (or the Associate Dean for Academic Affairs) may dispose of the matter informally or refer it for a hearing to the Student Hearings Committee.

If the matter is handled informally and the student agrees with its disposition, the disposition shall be final. If the matter is handled informally and the student disagrees with its disposition, a hearing by the Student Hearings Committee shall be held.

Before final action on a grievance, the Associate Dean for Student Affairs, Law School (or the Associate Dean for Academic Affairs) may impose any appropriate measure on an interim basis when there is reasonable cause to believe that such action is needed for the health, safety, or welfare of the student or other members of the law school community or to avoid disruption to the academic process. Notice shall be given expeditiously of action hereunder. Where interim measures are imposed, the grievance process shall proceed in an expedited manner.

Except as provided above, the parties to the grievance shall maintain the status quo and no services shall be removed or additional obligations imposed before final action on a grievance is taken.

1. **Formal Resolution**

To institute a formal grievance, the student shall file a written grievance with the Associate Dean for Student Affairs, Law School (or the Associate Dean for Academic Affairs, if the Associate Dean for Student Affairs, Law School is a party in the grievance). The grievance will then be forwarded to the Student Hearings Committee ("the Committee").

Within a reasonable amount of time prior to the hearing, the student and the respondent shall be given a brief statement of the factual basis of the grievance, the law school policies or regulations in regard to the matter, and written notice of the time and place of the hearing.

The student and the respondent shall have the opportunity to present documents and witnesses and to confront and cross-examine witnesses.

The Committee shall make an adequate record of the hearing by written memorandum, tape recording, or otherwise.

The hearing shall be closed unless the student requests that it be open.

The Committee shall render an expeditious written decision which shall include findings of fact, conclusions, and, if appropriate, remedies.

The Committee shall have the discretion to prescribe its procedures for matters not addressed herein. For example, the Committee may require that oral evidence be taken only on oath or affirmation and/or that any relevant evidence be admitted if it is the sort of evidence on which responsible people are accustomed to rely in the conduct of serious

affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of the evidence over objection in civil actions.

The Committee may seek independent testimony from experts whether or not the parties presented testimony from experts at the hearing.

2. **Appeal to the Dean**

An aggrieved student may appeal the decision of the Student Hearings Committee to the Dean of the School of Law in writing within 10 days of the date of the decision.

On appeal, the Dean shall review the written decision of the Committee. The Dean may affirm or reverse or modify the panel's decision. The Dean shall issue a written decision affirming, overruling, or modifying the decision of the Committee. A copy shall be sent to the student and the members of the Committee. If the Dean overrules or modifies in any respect the decision of the panel, his or her written decision shall include the reasons for the modification of the decision of the panel. The decision of the Dean is final.

1. **Expedited Grievance Procedures**

Expedited grievance procedures shall be utilized where there is a time-sensitive grievance, for example, a dispute over exam accommodations for a student with a disability or matters related to an impending bar examination. In addition, any grievance may be designated for expedited grievance process by the Associate Dean for Student Affairs, Law School or the Associate Dean for Academic Affairs.

The informal resolutions process of expedited grievances shall be concluded within three days of the filing of the grievance. If the matter is not resolved informally within that time, the matter shall be referred to a hearing. The Student Hearings Committee shall be convened within seven days of the referral for hearing. If, because of the timing of the appeal, the Committee members are not available, the Dean of the School of Law shall have authority to appoint alternative faculty members to the Student Hearings Committee.

The panel shall issue a decision within seven days after conclusion of the hearing. Any appeal to the Dean shall be made within three days of the date of the decision of the Panel. The Dean shall issue a written decision within five days of the appeal.

Service Animals

Definitions

1. **Service Animal:** GGU adopts the definition of the Americans with Disabilities Act (ADA), which defines a service animal as ". . . any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. However, the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks." (28 C.F.R. § 36.104)
1. **Approved Service Animal:** An approved service animal is a service animal that has been approved as an accommodation for a specific student by Student Affairs, Law School after review of documentation submitted by the student.
1. **Emotional Support Animal:** An animal that provides emotional support, well-being, comfort or companionship but does not perform work or tasks for a person with a disability. (See number 1, above.) Emotional support animals do not qualify as service animals under state or federal law.

Policy

Visitors to the University who have disabilities may be accompanied by their service animals in all areas of the University to which the general public is invited.

A student who wishes to request the use of a service animal in classes and elsewhere on campus as an accommodation for a disability is required to request and receive approval pursuant to the procedure for requesting disability accommodations described in the Disability Services section of this Handbook.

An approved service animal is allowed to accompany a student at all times and in all campus locations, except where service animals are prohibited due to health or safety restrictions or where they may be in danger. Exceptions to restricted areas may be granted on a case-by-case basis by contacting Student Affairs, Law School, which will make the final decision.

Because they are not service animals under state or federal law, emotional support animals do not qualify as and will not be approved as an accommodation.

3. Visiting students are subject to the terms of the *Student Handbook* in effect during their enrollment, including the **Student Conduct Standards**. Visiting students may request a picture ID from the Registrar's Office, which is necessary for obtaining access to the law library. Students visiting from outside of the Bay Area and who are enrolled in a minimum of 8 units during a fall and/or spring term are entitled to utilize Office for Career Services.

Payment Policies and Plans

1. General Policies

1. Obligation for Payment

Registration constitutes a financial contract between a student and the University. Students' rights to University services and benefits are contingent upon their making all payments as agreed upon. If students do not make payments of amounts owed to the University when they become due, the University has the right to cancel students' registration; to withhold their grades, diplomas, scholastic certificates, and degrees; to refuse admittance to exams; and to impound their exams. Students who fail to maintain good financial standing with the University may be denied participation in any deferred payment plans and/or some forms of financial aid. **Failure to fulfill payment obligations by the due date may result in registration cancellation and may be reportable to relevant bar admission agencies.**

2. Prior Balances

Prior to registering for a new term, students are required to pay any outstanding balances from prior terms. Students who have not paid outstanding balances or made payment arrangements satisfactory to the University will not be allowed to register. If students register, and it is later determined they have not met their payment obligations from a prior term, **their registration for the current term may be canceled.**

Students with a history of delinquency, students who are dropped from classes for nonpayment, and/or students with a past due balance who wish to register for any additional units will be required to make payment in full for any past due balance and pay in full, at the time of registration, for any and all future registrations. Payment at the time of registration for these individuals must be in the form of a cashier's check, cash, or money order.

3. Time of Payment

In order to complete registration, law school students must either pay all tuition and fees within ten (10) business days of the start of the term (or at the time of registration if registering

after the start of the term), or make other financial arrangements with Golden Gate University.

4. Delinquent Term Charges Fee

Students will be assessed a delinquent term charges fee of \$100 per semester if payment of all tuition and fees are not paid in full by the payment deadline for the term, as published in the academic calendar.

5. Form of Payment

The University accepts payment in cash, personal check, travelers' checks, credit cards (MasterCard, Visa, American Express), and wire transfers. All credit and debit card transactions incur a non-refundable service fee equal to 2.75% of gross charges. Credit and Debit Card payments may be made over the phone by calling the cashier at 415-442-7800. Checks should be mailed to: Golden Gate University, Student Accounting Services, 536 Mission St., San Francisco, CA 94105-2968 or presented in person to the cashier at the GGU Hub. The student's school identification number (SID) must appear on all checks and money orders to ensure they are credited to the appropriate account. In addition to these forms of payment, the University offers deferred payment plans listed below. Some payment plans require verification of eligibility prior to registration.

6. Returned Checks

If checks are returned by students' banks, the payments are considered not made. If students' checks are returned for any reason (e.g., insufficient funds, stop payment order, closed account, etc.), the University will charge a fee to their accounts.

2. Financial Aid

Students who have applied and been approved for financial aid (i.e., scholarships or loans) will have their tuition and fees deducted upon disbursement of the funds to their accounts. To receive financial aid, students must have completed the following steps prior to registration:

1. Submitted a Free Application for Federal Student Aid (FAFSA);
2. Supplied additional documents requested by the Financial Aid Office;
3. Accepted or declined their award offer; and
4. Completed any and all additional loan application materials.

Students whose aid is insufficient to pay all registration charges, or who submitted materials too late to be approved prior to registration, must pay their balances in full or pay in accordance with one of the payment plans offered by the university. **If students' financial aid is denied or canceled for any reason, their account balances become due and payable immediately according to the "Time of Payment" policies above.**

1. **Payment Plans**

The University offers an installment payment plan through Tuition Management Systems/ Nelnet Campus Commerce (TMS, a payment plan management provider) to students in good financial standing. International students are not eligible for the installment payment plan in their first term at the University. Students may elect to have funds automatically debited from their checking accounts or credit cards. In order to participate in this plan, students must enroll with and pay TMS a nonrefundable \$55 processing fee each term. Students may enroll via the TMS website <https://ggu.afford.com/>, by calling 1-800-722-4867, or by visiting the GGU Hub on the first floor.

1. **Installments**

All applicable non-tuition charges must be paid directly to the University. The remaining tuition balance is due in two to five equal installments over the course of the term, depending upon the length of the term. Students may select the number of payments and when the first payment is due, within certain parameters. Installment payments are due to TMS on the first of each month. In all cases, the final payment is due on December 1 for the fall term, May 1 for the spring term, and August 1 for the summer term. Failure to make installment payments as agreed with Tuition Management Services constitutes delinquency and is subject to the General Policies regarding Obligation of Payment.

2. **Payments**

TMS mails statements to students enrolled in payment plans. Payments may be made via the TMS website <https://ggu.afford.com/>, or by calling TMS at 1-800-722-4867. TMS will assess a late payment fee of \$40 per occurrence to students who submit payments late. The University will assess delinquent accounts a 1.5% finance charge per month beginning 30 days after the final due date for the term.

2. **Corporate Reimbursement Plan**

The University offers a corporate reimbursement plan through Tuition Management Systems (TMS, a payment plan management provider) to students whose employers offer a tuition reimbursement program. To be eligible for this plan, students' employers must agree, prior to registration, to pay for the students' tuition and/or fees for the term. To demonstrate eligibility each term, students must complete and submit the *Corporate Reimbursement Plan Authorization* form along with the business card of the authorizing officer to the Office of Student Accounting Services. In addition, to participate in this plan, students must enroll with and pay TMS a \$100 non-refundable processing fee. Students may enroll via the TMS website <https://ggu.afford.com/>, by calling 1-800-722-4867, or by visiting Student Accounting Services.

1. **Payments and Payment Due Dates**

The payment due dates are: February 5 for the fall term, June 5 for the spring term, and October

5 for the summer term. TMS will mail an invoice 30 days following the end of the term, with payment due within 15 days. TMS will mail one statement to students enrolled in this payment plan. Payments may be made via the TMS website or by calling TMS.

2. **Students' Responsibilities**

The University is not responsible for billing students' employers. If for any reason a student's employer fails to reimburse the student, that student remains responsible for payment of the full amount of the tuition and fees. TMS will assess a late payment fee of \$40 per occurrence to students who submit payments late. The University will assess delinquent accounts a 1.5% finance charge per month beginning 30 days after the due date for the term.

3. **Corporate/Agency Direct Billing Plan**

The University offers a corporate/agency direct billing plan through Student Accounting Services to students whose employers agree to pay their tuition and/or fees up front, without grade or course completion limitations. The University will bill students' employers directly for all authorized costs, and payments will be due 30 days after billing. Questions about corporate/agency direct billing should be directed to Student Accounting Services at 442-7839 or sas@ggu.edu.

1. **Eligibility**

To be eligible for this plan, students must be in good financial standing with the University and submit a completed *Corporate/Agency Direct Billing* form to Student Accounting Services. Forms must be submitted and approved prior to registration. Students whose employers/agencies authorize less than 100% payment of registration charges will be required to utilize one of the University's other payment plans for the portion of the total charges that are not covered.

2. **Students' Responsibilities**

If for any reason, a student's employer/agency fails to pay the University, that student remains responsible for payment of the full amount of the tuition and fees. The University will assess delinquent accounts with a late payment fee of \$40 and a 1.5% finance charge per month beginning 30 days after the due date.

Veterans Affairs Benefits

Veterans Affairs (VA) benefits are administered by the Financial Aid Office. To initiate certification of enrollment, please contact the university certifying official at va@ggu.edu or 442-7283.

Withdrawal Tuition Credit and Refund Policies

1. Withdrawal Tuition Credit Policy Registration constitutes a financial contract between a student and the University. Students are responsible for paying all registration charges by the due dates for the payment options they select, or their registration may be canceled. Failure to attend class meetings, participate in a course, or oral notification of intent to withdraw is not considered official withdrawal from a course. The following financial policies apply when students officially withdraw from courses. Students also may be subject to academic course withdrawal policies and should review them before attempting to withdraw from courses. For further information, refer to the "Fulfilling Course Requirements" section of this chapter.

Withdrawal from a course (commonly known as "dropping a course" if done by the end of the third week of the term) is official once the Registrar's Office has been notified. Notification may be made electronically by "dropping" courses online via myGGU or in writing by submitting a *Registration Request* form. Written notifications may be delivered in person, by standard mail, by fax, or by email. Email must originate from the student's e-mail address on record with the Registrar's Office. The date the written notice is received by the Registrar's Office will be the official date of withdrawal. Oral notification of intent to withdraw is insufficient.

Students should refer to the Academic Calendar to determine the last day to drop courses without tuition charge. **After instruction begins for a term, fees are not refundable** except in the case of a course being canceled by the law school. Tuition credits remain on the student's account. Refunds are issued by Student Accounting Services upon written request from the student. If a student receiving Federal Student Aid funds withdraws from all courses (considered complete withdrawal), that aid is subject to the Return of Title IV Calculation, which may result in balances due to Golden Gate University.

1. Regular Courses

Regular courses are those that generally meet for the entire length of the term or for four or more weeks. Tuition will be credited as shown below.

<u>Withdrawal Date</u>	<u>Credit Amount</u>
Official withdrawal prior to the start of instruction	100%
Official withdrawal during the first, second, or third week of instruction as stated in the academic calendar	100%

Official withdrawal after the third week of instruction	None
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2. Intensive Courses

Intensive courses are those that are shorter than four weeks in length and generally meet more than once a week. Tuition will be credited as shown below.

<u>Withdrawal Date</u>	<u>Credit Amount</u>
Official withdrawal prior to the start of instruction	100%
Official withdrawal before the third class meeting for the course	100%
Official withdrawal after the third class meeting for the course	None

3. Tuition Credits for First Year JD Students

The School of Law allows first year JD students whose first semester academic performance is below 2.3 to withdraw from their subsequent spring semester courses without financial penalty for a limited time. Funds for tuition and fees are restored to the payer (i.e., to the bank or institution that provided the financial aid or to the student). **This option is available for a limited time (usually one week) after all first year fall grades are released.** Students who want to exercise this option should consult the Associate Dean or Director for Student Affairs, Law School once they have received all of their fall grades.

4. Withdrawal From Law School, Leaves of Absence, or Visiting Away Status

A student who decides to withdraw from the School of Law, take a leave of absence, or visit away at another law school must provide official written notification. See the sections below regarding procedures.

Students who received financial aid must see the Financial Aid Office to document the financial consequences of their change in enrollment status on their financial aid and student account balances. Students with balances due must see Student Accounting Services to pay their charges. Leaves typically will not be approved for students owing balances. However, in the event an exception is made, students will be required to pay their balances in full before they will be allowed to return from leaves of absence.

5. Return of Title IV Calculation

Students receiving Title IV Federal Student Aid

funds (i.e., Direct Unsubsidized and Direct Grad PLUS Loans) who withdraw from all of their courses for a term (complete withdrawal) must notify the Financial Aid Office after "dropping" their courses via myGGU or by submitting *Registration Request* forms to the Registrar's Office. In some cases, when students go on approved leaves of absence or withdraw from law school, the Financial Aid Office must return Title IV Federal Student Aid funds to their lenders. The calculations for return of such funds is based on the students' official withdrawal date, as indicated on their *Withdrawal or Request for Leave* forms. If students do not submit the forms, their official withdrawal date will be determined from the date of complete withdrawal from all courses for the term. Students may be required to return funds for which they are no longer eligible based on this calculation. Up through the 60 percent point in each term, a pro rata schedule is used to determine the amount of Title IV funds students have earned at the time of withdrawal. After the 60 percent point of the term, students have earned 100 percent of the Title IV funds, and no return of federal student aid will be required.

The Federal Return of Title IV funds calculation is separate from the Golden Gate University School of Law Withdrawal Tuition Credit Policy. All students receiving Federal Student Aid are subject to this federal policy. In addition, students withdrawing from the School of Law or taking leaves of absence must complete online loan counseling exit interviews. Please contact the Financial Aid Office for specific information.

6. **Revocation of Institutional Scholarships**

If institutional tuition scholarship recipients withdraw from school or drop all of their courses prior to the payment deadline, the scholarship will be reversed. Institutional tuition scholarships are to be applied toward existing tuition charges and at no time will they be refunded to students. See the **Financial Aid** section for more information.

7. **Refunds of Credit Balances**

To receive refunds of credit balances resulting from tuition credits in accordance with the School of Law Withdrawal Tuition Credit Policy, students must submit written requests to Student Accounting Services. Requests may be submitted by e-mail to sas@ggu.edu or by letter. Refund checks will be mailed to students' addresses on record unless a different address is noted in the request. Students who have requested Direct Deposit of refunds will have the refund directly

deposited to the bank provided. Credit card refund requests must include the last four digits of the credit card number and the expiration date of the credit card that was used to pay the charges. To receive refunds for personal checks deposited within 60 days, students must submit proof the checks have cleared their banks, such as bank statements.

8. **Student Financial Petitions**

Students who are confronted with unexpected circumstances that require them to withdraw from some or all courses after the drop deadline (generally the end of the third week of the term) may petition Student Accounting Services to reverse a portion of their tuition charges. To do so, they must submit a petition in writing to the Assistant Director of Student Accounting Services no later than 60 days after the last day of the term from which they withdrew.

Petitions should explain in detail the circumstances and the correlation between these circumstances and the need to withdraw from the course(s), and what actions are being taken to resolve or prevent such circumstances from occurring in the future. All petitions must be supported by detailed documentation of all facts and circumstances as to why an exception to the withdrawal tuition credit policy should be made. The Committee will not approve any petition that is undocumented or is based on a pre-existing condition. *Financial Petition* forms with additional instructions are available on the website. The forms should be submitted to Student Accounting Services by fax or e-mail.

The Financial Petitions Committee will respond to all petitions in writing within 30 working days of receipt. If the petition is approved, the University will apply credit balances toward future tuition charges within the next twelve-month period. In rare cases, credit balances resulting from financial petitions will be refunded to students. Credit balances resulting from petitions for students receiving Title IV funds will be returned to the appropriate financial aid program or lender. Students who owe balances, either because they did not pay their charges in full or because some or all of their Title IV funds were returned, will need to make payment arrangements with Student Accounting Services.

9. **Account Disputes**

All disputes concerning students' accounts should be submitted in writing to: Student Accounting Services, Golden Gate University, 536 Mission St. San Francisco, CA 94105-2968 or

sas@ggu.edu. The University will respond within 30 working days of receipt.

Change of JD Academic Programs

JD students are enrolled in one of the following academic programs: the full-time day program, the part-time evening program, the Honors Lawyering Program, or the joint JD/MBA degree programs. Generally, students may request approval for a change of program after the end of their first academic year. Normally, students may change programs only once during law school.

Students who wish to request a change of program must submit a *Petition for Change of JD Academic Program* form and meet with the Associate Dean or Director for Student Affairs, Law School, who may impose reasonable conditions on the change. Students who wish to change to the regular JD program from the Honors Lawyering Program also must consult with the HLP Administrative Director.

Note that full-time students do not need to change their program status if they have 25 or fewer units remaining in their last year, or 12 or fewer units remaining in their last semester. Students are well advised to speak with a financial aid counselor if they have questions about how their enrollment may impact their financial aid and scholarships.

Leaves of Absence for JD Students

If students are unable to complete a semester or are unable to return for the next regular semester, they must submit a *Request for Leave of Absence or Visit Away Status* form to the Associate Dean or Director for Student Affairs, Law School. A leave of absence will be granted only for expectant or new parents, exigent circumstances of a non-recurring nature, such as acute illness of oneself or a dependent, or for required military service; documentation is required. Leaves will typically not be granted for academic or financial reasons. Students are well advised to consult with Financial Aid regarding any impact this may have on their loan/scholarship eligibility.

The following rules apply to all leaves of absence for JD students. Except those who have student visas, LLM students are not required to be continuously enrolled.

1. Leaves of absence may be granted for one or two regular terms and may not be granted for a period longer than one academic year, except in exigent circumstances. The year begins from the start of the first term on leave. First year students granted leaves may be required to be on leave for a full year due to the year-long first year program. JD students are allowed to take only one leave of absence during their time at GGU School of Law. Once students register for courses at the end of their leaves, they have officially returned from leave.
2. In order to extend a leave of absence, students must submit written petitions for an extension to the Associate Dean or Director for Student Affairs, Law School **before** the

expiration of their original leave. Students who wish to return to the School of Law before the expiration of their leave of absence must comply with the appropriate notice deadlines in the section below. Students who fail to provide timely written notice or to request an extension of a leave before the original leave expires may be denied permission to return to Golden Gate University and may be administratively withdrawn.

3. Students who receive permission to take a leave of absence in the middle of a term must complete the appropriate paperwork concerning the courses in which they are enrolled, in addition to completing the *Request for Leave of Absence or Visit Away Status*. For each course, students must do one of the following: (1) complete the course requirements and earn credit or a grade; (2) withdraw from the course; or (3) request an incomplete grade. The Associate Dean or Director for Student Affairs Law School determines what options are available for which courses depending on students' individual circumstances and the nature of each course and its place in the JD curriculum. Students receiving any type of financial aid (scholarships and/or loans) must meet with a financial aid counselor regarding the impact of withdrawing or taking an incomplete grade in the middle of a term.
4. When students plan to return from a leave of absence, they should submit a *Notice of Intent to Return from Leave of Absence* to the Associate Dean or Director for Student Affairs, Law School by the start of priority registration for the term in which the student intends to return from leave. Delays in completing this step may affect the availability of courses and/or the timing of financial aid disbursements.

To be considered to have officially returned from leave, a student must complete registration (i.e., pay in full or make other arrangements to pay registration charges) by the last day of General Registration for that term. Students are well advised to consult with Financial Aid regarding deadlines for applying for aid.

1. All JD students returning from a leave of absence must receive approval of their schedules from the Associate Dean or Director for Student Affairs, Law School before being permitted to register. The Associate Dean or Director also may require documentation to show that the conditions necessitating the leave (medical or otherwise) have been resolved.
2. JD students who have completed a minimum of two semesters and are on a leave of absence during the spring semester will be evaluated for academic standing following the completion of the first fall or spring semester back from leave.

Withdrawal from JD Programs

1. **JD Students Who Voluntarily Withdraw**
JD students who decide for any reason to withdraw from the Law School must:

1. Complete a *Withdrawal* form (available in the Registrar's Office) and participate in an exit interview with a Student Affairs advisor; and
 2. Participate in an exit interview with the Financial Aid Office and complete the Official Withdrawal Process. (See the "Withdrawal Tuition Credit and Refund Policies" section of this handbook for more information.)
2. **JD Students Deemed to Have Withdrawn**
- JD students who do not obtain an approved leave of absence will be deemed to have withdrawn from the School of Law if they do any of the following:
1. Withdraw from all courses during any fall or spring semester and fail to complete the steps for voluntary withdrawal, above;
 2. Fail to enroll in the next succeeding fall or spring semester without securing approval for leave of absence or visiting away status; or
 3. Fail to enroll following the end date specified for any approved leave of absence or visiting away.

Students who are deemed to have withdrawn will be administratively withdrawn from the Law School, and notations will be made on their transcripts indicating administrative withdrawal.

1. **Effect of Withdrawal from the School of Law**

Students who voluntarily withdraw from the law school, or who are administratively withdrawn for any reason, must reapply for admission and be readmitted as entering first year students before they may enroll again in law school courses. Readmission of JD students who previously withdrew from Golden Gate is extremely unusual, and no assurances can be given that such students will be readmitted. Students who withdraw are encouraged to take a minimum of two years to resolve any issues which led to withdrawal or to prepare academically to succeed in law school. In most cases, JD students who are readmitted must restart their JD degree programs from the very beginning; units earned previously at GGU or other ABA-accredited law schools typically will not be applied toward graduation requirements. However, their prior academic history will continue to appear on their transcripts and will be considered in the review process for readmission to the law program. ABA Standard 311(b) mandates that a JD be completed no later than 84 months after a student has commenced law study at the law school or a law school from which the school has accepted transfer credit, except in extraordinary circumstances.

Grading

The Registrar's Office begins recording grades in the student information system after the end of the exam period. First year grades are not recorded until all instructors for all sections have submitted their grade rosters to the Registrar's Office. Once grades are recorded, students may view them on myGGU. Grades will **not** be released to students over the telephone. Grade reports will not be automatically mailed to students but are available upon request by emailing lawreg@ggu.edu. Grade reports also may be held for students to pick-up at the Registrar's Office.

Grades are recorded section by section as the instructors submit their grade rosters. Larger sections generally take more time to grade—sometimes a month or more. If a student is graduating, and his or her grades are needed to certify him or her for a bar exam, the Registrar's Office will contact that student's professors to alert them to the urgency of submitting the grades for that course section and will obtain a temporary "CR" grade if necessary in order to certify the student, as long as there are no conduct issues pending.

Students will receive one of the following grades for each course in which they are enrolled: (1) a letter grade; (2) "CR" (Credit) or "NC" (No Credit); (3) "I" (Incomplete); (4) "W" (Withdrawn); (5) or "WF" (Withdraw/Failing). "WF" grades are assigned when a student fails to withdraw from the course before the published deadline. "WF" grades are assigned whether or not a student elected credit/no credit, or if the course was graded on a credit/no credit basis.

Incomplete Course Attempts

Where circumstances prevent students from completing the requirements of a course in a timely manner, the students may request an Incomplete grade by submission of the *Petition for Incomplete Course Attempt* form. The rules governing Incomplete grades vary depending on the type of course, as described below. Note that Incomplete grades may have an impact on students' financial aid and eligibility for Dean's List.

1. Extension of Deadline for Independent Study and Externship Courses

Students who are unable to complete externship hours or their Independent Study papers before the last day of the final exam period may seek a revised deadline directly from the instructor. Students must submit the *Petition for Incomplete Course Attempt*, including the instructor's signature and the revised due date, to the Associate Dean or Director for Student Affairs, Law School **prior to the last day of the final exam period**. The *Petition* must be approved by Student Affairs, and students are well advised to consult with Student Affairs as soon as they realize that they might not finish on time. Students must be able to articulate compelling reasons for the inability to complete the course requirements in a timely fashion.

If a student receives a revised due date to complete course requirements during the term after which the student

intends to graduate, the student must resolve the incomplete course by January 15 for fall; June 15 for spring; and September 15 for summer.

By the revised due date, the student must:

1. complete all course requirements; or
2. secure permission from Student Affairs to extend the incomplete; or
3. withdraw from the course.

Failure to do so may result in a "WF" (Withdraw/Failing) grade for the course.

The incomplete course is deemed to be resolved when the instructor submits the final grade to the Registrar's Office.

If a *Petition for Incomplete Course Attempt* in an independent study or externship course is denied, students have the right to withdraw from the course up until the last business day before all work upon which students will be graded is due. The withdrawal will be subject to normal tuition forfeiture policies.

1. Extension of Deadline for Classroom Courses Without a Proctored Final Exam

All papers, series of papers, assignments, or take home finals must be completed and submitted at the time specified by the instructor, which is no later than the last day of the final exam period, according to the academic calendar, for the term in which the student is to receive credit. Students unable to fulfill the course requirements prior to the last day of the final exam period must secure approval for a revised due date from the Associate Dean or Director for Student Affairs, Law School **before the assignment is due**. Such extensions of deadline will be granted only for **documented exigent circumstances**, *i.e.*, circumstances beyond the student's control, such as illness of oneself or a dependent. **Students may not request from the instructor a revised due date for after the last day of the final exam period**. The Associate Dean or Director for Student Affairs, Law School may consult with the instructor of the course and will inform the student of the decision. If the instructor or Associate Dean or Director determines that exigent circumstances exist but that an extension of deadline is inappropriate in a particular case, the student may be granted an Incomplete grade with permission to re-enroll in the course. This Incomplete grade will be subject to the applicable rules specified below for Incomplete grades in courses which have a proctored final exam.

If a student receives an extension of deadline to complete course requirements during the term after which the student intends to graduate, the student must resolve the incomplete course by January 15 for fall; June 15 for spring; and September 15 for summer.

By the revised due date, the student must:

1. Complete all course requirements; or

EXHIBIT 13

Re: Litigation to Stop Closure of Law School

Ryan Griffith <rgriffith@Bayarearg.com>

Fri 1/5/2024 10:10 AM

To: David Fike <dfike@ggu.edu>

Cc: Henry Taylor <htaylor@ggu.edu>; barbmendelson@cs.com <barbmendelson@cs.com>; Francis@ryulaw.com <Francis@ryulaw.com>; Tracey@edwards123.com <Tracey@edwards123.com>; melindadunn74@gmail.com <melindadunn74@gmail.com>; debra@ploushamooregroup.com <debra@ploushamooregroup.com>; ropatte@microsoft.com <ropatte@microsoft.com>; chipconradi007@gmail.com <chipconradi007@gmail.com>; rujones@deloitte.com <rujones@deloitte.com>; rcolumbo@bankofmarin.com <rcolumbo@bankofmarin.com>; kimberly.brandon@sport.com <kimberly.brandon@sport.com>; Emmanuel Hyppolite <emmanuel_hyppolite@yahoo.com>; Emmanuel Hyppolite <ehyppol@gmail.com>; Mohammed Jamal <mjamal8819@gmail.com>; pdauzart@gmail.com <pdauzart@gmail.com>; Jeff Darger <jdarger16@gmail.com>
Bcc: Katie Welsh <katiemwelsh@gmail.com>

 1 attachments (936 KB)

GGU Title Report.pdf;

David:

I obtained a title report on the property, which shows you borrowed 60 million against the property on August 1, 2019. (Attached is the Title Report, which contains hyperlinks to the Deeds of Trust.) I also note in the Deeds of Trust that you are the only signatory and not a single person from the board signed the documents. (See Exceptions 13-15 in the Title Report to see the hyperlinks). I have received several allegations from individuals that you previously worked with accusing you of financial impropriety and fraudulent conduct and these documents seem to back that up.

Of course, if you have an explanation for why this 60 million was borrowed four years ago and where 60 million dollars went, please let me know. These are allegations I will bring up in the lawsuit against you and the University. However, if you want to explain why borrowing 60 million dollars was necessary and where the money went before, I file the lawsuit next week, please feel free to do so.

I also have no idea how you would offer free tuition if the school borrowed 60 million dollars less than two years before and then enroll yet another J.D. class in August of 2023 with additional free tuition without disclosing that the school was in this much debt.

Your track record of failure and incompetent leadership speaks for itself, but if you engaged in fraudulent conduct, you may have bigger issues to face. If you want to explain where 60 million dollars went before, I file, the lawsuit please feel free to do so. Otherwise, it will certainly be discussed in court.

I am happy to speak with you or the counsel you obtain in this matter, but I do plan to have the lawsuit filed on or before January 12, 2024.

Ryan Griffith
Attorney & Associate Receiver
Bay Area Receivership Group
1925 Martin Luther King Jr. Way
Berkeley, California 94704
(510) 564 - 8552
rgriffith@bayarearg.com

www.bayarearg.com

From: Ryan Griffith <rgriffith@Bayarearg.com>

Sent: Friday, December 15, 2023 1:20 PM

To: David Fike <dfike@ggu.edu>

Cc: Henry Taylor <htaylor@ggu.edu>; barbmendelson@cs.com <barbmendelson@cs.com>; Francis@ryulaw.com <Francis@ryulaw.com>; Tracey@edwards123.com <Tracey@edwards123.com>; melindadunn74@gmail.com <melindadunn74@gmail.com>; debra@ploushamooregroup.com <debra@ploushamooregroup.com>; ropatte@microsoft.com <ropatte@microsoft.com>; chipconradi007@gmail.com <chipconradi007@gmail.com>; rujones@deloitte.com <rujones@deloitte.com>; rcolumbo@bankofmarin.com <rcolumbo@bankofmarin.com>; kimberly.brandon@sfport.com <kimberly.brandon@sfport.com>; Emmanuel Hyppolite <emmanuel_hyppolite@yahoo.com>

Subject: Re: Litigation to Stop Closure of Law School

David:

I am also disappointed that we appear on track for litigation. This is not something any student, alumni, employee, me, or any other constituent of Golden Gate University ("GGU") wants. Unfortunately, you have left students, alumni, employees, and other constituents of GGU with no other choice. Everyone has been asking questions for months and have been provided no answers. Instead, a blast email with no detail was received by alumni, students, and other constituents of GGU a few weeks ago explaining the law school would close. This closure was subsequently rejected by the ABA. Despite the ABA's rejection of your plan, I do not believe your office has shared the ABA's rejection with anyone. I also do not believe your office has shared that WSAC has issued multiple notices of concern regarding the university and your leadership. Honestly, the mere fact that you sent a closure email before the ABA approved your plan is one of countless missteps that I plan to bring up to show how poorly you and the board have handled this.

Additionally, your consistent track record of failure in leadership must be referenced. The last two universities where you have worked in leadership roles include Holy Names University in Oakland and Marygrove College in Detroit. Both universities are completely shut down and inoperable now. At your next stop, GGU, where you have only been President for a few years, a law school that has been in existence for over a century, is now suddenly unsustainable? The one common factor in these failed universities is you and none of them end well.

On top of the record of shutdowns at every place you have worked, I know numerous departments have sent no confidence letters regarding your leadership. Additionally, numerous other people you have worked with at prior universities have reached out to me explaining their frustrations with you. During your career, you seem to have made a lot of enemies and few friends.

With that said, if you want to avoid litigation, the fix is quite simple. You can undo what you have done and support the law school by reopening it. You can then work with students, alumni, and other constituents to make the law school viable. During this process you can attempt to regain the trust of students, alumni, and other constituents of GGU. Regaining this trust would take effort, honesty, and true transparency on your part. I would like to think you are capable of that and I would prefer that. However, the choice is yours.

As I have told you many times, I would prefer to support you rather than fight you. In conclusion, I can be a powerful ally or a ferocious enemy, but you have left me no choice at this juncture. Of course, if you change course on your decision regarding GGU's law school, a less litigious path can be pursued.

You have my contact information, and I am available to discuss this with you. Unfortunately, based on my experience with you I imagine the next time we see each other will be in court. I sincerely hope I am wrong.

As an FYI, just this year I had a similar case against another college president whose behavior mirrored yours. In that case, the court found her conduct and the district's conduct "shameful and embarrassing". (See signed order below).

Finally, it is a bit concerning to this court how SCCCD heaped praise upon and implicitly endorsed Mr. Madec for doing that which eventually led to sanctions issued against the basketball team. When the sanctions came, SCCCD threw him out of their glass house and then began casting stones in his direction. While not malicious, it certainly comes across as embarrassing, if not shameful.

ORDER

The Writ of Mandamus is denied. The order of the OAH remains.

June 30th, 2023



HON. ROBERT MICHAEL WHALEN, JR.

Judge of the Superior Court

Ryan Griffith
Attorney & Receiver

Bay Area Receivership Group
1925 Martin Luther King Jr. Way
Berkeley, California 94704
(510) 564 - 8552
rgriffith@bayarearg.com
www.bayarearg.com

From: David Fike <dfike@ggu.edu>
Sent: Wednesday, December 13, 2023 8:52 PM
To: Ryan Griffith <rgriffith@Bayarearg.com>
Subject: Re: Litigation to Stop Closure of Lawschool

Ryan,

I am disappointed to hear that you intend to pursue legal action against the University. I will refrain from commenting on the substance of your allegations and will simply note that every dollar we have to spend on unnecessary litigation is a dollar that we cannot spend on our students and employees. Should you choose to pursue this, please direct service to our registered agent for service of process.

David

David J. Fike

President

E: dfike@ggu.edu

O: 415-442-6570

536 Mission St.

San Francisco, CA 94105



GOLDEN GATE
UNIVERSITY

www.ggu.edu

Pronouns: He, Him, His

From: Ryan Griffith <rgriffith@Bayarearg.com>
Sent: Monday, December 4, 2023 11:35 AM
To: David Fike <dfike@ggu.edu>
Cc: Henry Taylor <htaylor@ggu.edu>
Subject: Litigation to Stop Closure of Lawschool

David:

I wanted to let you know I will be filing a lawsuit against you and Golden Gate seeking to enjoin the foreclosure of the law school and potentially taking over the university through receivership.

Your leadership is completely unacceptable at least in my opinion and should be reviewed by a court. If GGU cannot be saved then it cannot be, but you have failed to answer questions for months.

With that said I will be filing the lawsuit in the next few weeks and I am not sure if Golden Gate has an attorney that represents you in litigation. If so, please provide me their contact information. Otherwise, I will personally serve you with the lawsuit unless you want to agree to e-service.

Ryan Griffith
Attorney & Associate Receiver
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