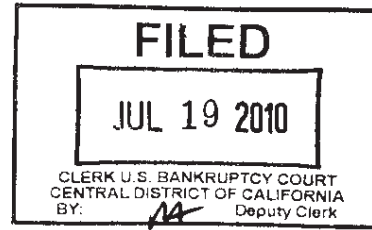


1 KAREEM SALESSI  
2 30262 Crown Valley Pkwy, B-174  
3 LAGUNA NIGUEL, CA. 92677  
4 TEL: (949) 870 6352



5  
6  
7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA**

10 Ch-11

11 In re KAREEM SALESSI, ) Case No.: 8:09-bk-13791-ES  
12 Debtor, ) Honorable Erithe A. Smith  
13 ) Debtor's Verified Petition to Compel Reinstatement of  
14 ) JAMS Arbitration Case #1200040438 With Commonwealth  
15 ) Land Title Insurance Company;  
16 )  
17 ) Courtroom: 5A, Fifth Floor

18 **1- INTRODUCTION:**

19 In November of 2004, Debtor Kareem Salessi filed Superior Court  
20 RICO Case # 04CC11080 regarding the subject property of this JAMS  
21 arbitration case. Three years later, Salessi prevailed in that case upon the  
22 grant of \$825,000 total judgments against several defendants. Also, during  
23 late 2007 to early 2008, Salessi discovered that the grant deed, and loan  
24 documents, of the purported sale of the subject property had all been  
25 systemically forged by most defendants, at every stage, in particular by:  
26 ***First Team Real Estate; Coast Cities Escrow; Commonwealth Title;***  
27 ***World Savings Bank; Orange County Assessor/Recorder; Thomas***  
28 ***Abercrombie; Alpha Appraisals.*** Courts have praised the forgeries!!!

1 The forgeries were a routine part of a colossal financial sabotage  
2 engineered to produce the economic meltdowns recently observed.

3  
4 Salessi, having had professional experience in financial markets,  
5 discovered this colossal international scheme in 2003 and documented it in  
6 his 2004 case, while accurately calculating this collapse to occur in 2007.  
7 See: [www.KareemSalessi.wordpress.com](http://www.KareemSalessi.wordpress.com).

8  
9 **2- THE ARBITRATION:**

10 Salessi filed a title insurance claim on the basis of a specific statutory  
11 liability clause, in a title insurance policy. According to that clause, title  
12 insurer's liability kicks in upon discovery, by the insurer, of forgery of any  
13 documents in the chain of real estate transactions. It has become clear that  
14 Commonwealth had, since inception (2002), actively participated in the  
15 subject forgeries, and had at all times concealed the forgeries until Salessi  
16 personally discovered it in late 2007, with the help of handwriting experts.

17  
18 Commonwealth appointed Mr. Douglas Farrell, Esq. to propose to me  
19 (Salessi) to resolve the dispute out of court in a binding arbitration process,  
20 preferably using JAMS. Despite the inequitable nature of such an adhesive  
21 ADR agreement, and their lack of defenses against forgeries, and owing to  
22 my desperate situation, I stipulated to Mr. Alexander Polsky, Esq., a neutral  
23 JAMS arbiter, and filed the proper documents to begin the ADR process.  
24 One stipulated condition was that Commonwealth absorbs arbitration costs.  
25 Further, I believe that Mr. Farrell's retained expert confirmed the forgeries.

26 Sometime thereafter, for numerous reasons, the ADR was extended  
27 and at some point was stayed pending a non-binding case evaluation  
28

1 process, which process failed owing to the evaluator's incompetence. I lost  
2 \$750 to that individual, while Commonwealth paid nothing, with the excuse  
3 that it was already paying for the arbitration. The above stay was later  
4 merged into the stay of this bankruptcy case, and remains in full force and  
5 effect to date. See additional related document in **(Exhibit-C)**.

6  
7 In order to correct the grant-deed forgeries, in late 2009, I tried to file  
8 a correction grant deed with the Orange County Recorder, who was  
9 already fully aware of the forgeries. County recorder refused to do so. My,  
10 uncontested, response to the recorder can be viewed at the **LITIGATION**  
11 **DISCOVERY** page of my web-blog<sup>1</sup>: [www.KareemSalessi.wordpress.com](http://www.KareemSalessi.wordpress.com).

12 Around December 2009, I contacted Mr. Farrell, of counsel for  
13 Commonwealth to see if his client would resume the arbitration, in order to  
14 complete the ADR and dismiss her from pending litigation. Mr. Farrell  
15 responded positively, upon the condition that I first obtain permission from  
16 this court to reinstate the ADR. I then emailed Mr. Farrell a proposed  
17 stipulation to be signed and filed in this court **(Exhibit-A)**. The account of  
18 email exchanges between Mr. Farrell and me are in **(Exhibit-B)**. The short  
19 responses of Mr. Farrell are marked by hand. The end effect was that the  
20 new owner of Commonwealth, namely Fidelity National Title (Fidelity) has  
21 prevented Commonwealth to stipulate to reinstate the ADR. This type of  
22 third party stunt to cut off liability of a conceding first party (Commonwealth)  
23 amounts to unlawful, and intentional, interference with prospective  
24 economic advantage, and should not be allowed by this court. This petition  
25

26  
27 <sup>1</sup> ALL THE EXHIBITS, FOOTNOTES, AND REFEEENCES ARE INCORPORATED IN FULL HEREIN

1 is now asking this BK-court to compel the reinstatement of that subject  
2 arbitration with a court order, and to cut Fidelity out of the loop.

3  
4 **3- DISCUSSION:**

5 **Reinstatement of Arbitration Should be Compelled Because the two**  
6 **Parties' Arbitration Agreement is Enforceable:**

7  
8 The validity of the actual arbitration agreement and the commitments  
9 of the two parties to it, namely Commonwealth and Salessi, can be easily  
10 ascertained from the exhibits herein attached. What this court should clarify  
11 and order, hopefully with sanctions against Fidelity's interference, is to cut  
12 off this newcomer from the ADR process. Here, Fidelity's interference is  
13 synonymous with a parent who intervenes to dishonor a contract of his  
14 minor child, which contract is voidable, and can be legally dishonored.

15  
16 Commonwealth, having participated in the aforementioned chain  
17 forgeries; having concealed the forgeries for eight years; having actively  
18 pursued arbitration for two years, is no minor child, and has waived its right  
19 to proceed in court and should be estopped from doing so. See, for  
20 example: *Nghiem v. NEC Electronics, Inc.*, 25 F.3d 1437(9<sup>th</sup> Cir. 1994)  
21 ("Once a claimant submits to the authority of an arbitrator and pursues  
22 arbitration, he can not suddenly change his mind and assert lack of  
23 authority"); *Also: Fortune, Alsweet & Eldridge, Inc. v. Daniel*, 724 F.2d  
24 *1355, 1357 (9<sup>th</sup> Cir. 1983)* ("It would be unreasonable and unjust to allow  
25 Daniel to challenge the legitimacy of the arbitration process, in which he  
26 had voluntarily participated over a period of several months...Daniel's  
27 conduct demonstrated he agreed to submit this conflict to arbitration and  
28 waived any right to object").

1 Further, the parties' dispute is governed by the Federal Arbitration Act  
2 ("FAA"), which applies to all written contracts involving interstate or foreign  
3 commerce and provides in relevant part that arbitration agreements  
4 contained within such contracts "shall be valid, irrevocable, and  
5 enforceable, save upon such grounds as exist at law or in equity for the  
6 revocation of any contract." 9 U.S.C. § 2. When an arbitration provision  
7 exists, the role of the federal court thus is limited to determining (1) whether  
8 the arbitration provision is valid and enforceable and, if so, (2) whether the  
9 provision encompasses the dispute at issue. Chiron Corp. v. Ortho  
10 Diagnostc Systems, Inc., 207 F.3d 1126, 1130 (9th Cir.2000).

11  
12 Commonwealth is the lead defendant in federal case (2009 WL 3873625)  
13 Salessi v. Commonwealth, et al, SACV 08-01274 DOC (MLGx)(Fed-case).  
14 Over one year ago, this case was stayed, pending the resolution of this  
15 bankruptcy case. Once the above Fed-case is resumed, resumption of the  
16 stayed JAMS arbitration would most probably be compelled by that court.  
17 However, until then, much more losses would have been inflicted on both  
18 parties to the arbitration, in that Salessi's stolen house may be illegally sold  
19 by then, and insurmountable additional, pain, suffering, and expenses  
20 would befall upon Salessi's family the longer such litigations drag out,  
21 which is to everyone's detriment, except to some of the lawyers involved,  
22 whose primary interest is churning meritless cases perpetually, for income.

23  
24 The question before this Court is whether the arbitration provision is  
25 valid and enforceable. As discussed above, the presumption is that the  
26 provision is valid and enforceable. 9 U.S.C. § 2; Al-Safin v. Circuit City  
27 Stores, Inc., 394 F.3d 1254, 1257 (9th Cir.2005). The FAA was enacted to  
28 overcome longstanding judicial reluctance to enforce agreements to

1 arbitrate. Al- Safin, 394 F.3d at 1257; Bradley v. Harris Research, Inc., 275  
2 F.3d 884, 888 (9th Cir.2001). It “creates a body of federal and substantive  
3 law of arbitrability, enforceable in both state and federal courts and pre-  
4 empting any state laws or policies to the contrary.” Ticknor v. Choice Hotels  
5 International, Inc., 265 F.3d 931, 936 (9th Cir.2001) (internal quotation  
6 marks and citations omitted). As a result, state laws hostile to arbitration  
7 agreements have been held invalid on the ground that such laws frustrate  
8 congressional intent to place arbitration agreements on the same footing as  
9 other contracts. Bradley, 275 F.3d at 889.

10  
11 “If there is doubt whether a case should be resolved by traditional  
12 judicial means or by arbitration, arbitration will prevail.” Moncharsh v. Heily  
13 & Blase, 3 Cal. 4th 1, 9 (1992) (seminal decision requiring liberal  
14 interpretation of arbitration agreements, and that arbitration be ordered  
15 unless agreement clearly provides otherwise); Brookwood v. Bank of  
16 America, 45 Cal. App. 4th 1667, 1671 (1996)(“any doubts concerning the  
17 scope of arbitrable issues [should] be resolved in favor of arbitration”).

18  
19 In the instant case Mr. Farrell, on behalf of Commonwealth, had  
20 already agreed to resume the ADR process upon a simple permission from  
21 this Bankruptcy Court, thus streamlining this court’s decision process in  
22 reaching the conclusion that the arbitration should be compelled.  
23 Woodside Homes of California, Inc. v. Superior Ct., 107 Cal. App. 4th 723  
24 (2003) (enforcing provision in home purchase contract in situation requiring  
25 judicial reference of dispute pursuant to rules of **JAMS**);  
26  
27  
28

1           The Court Should Stay All Proceedings, as to the subject property,  
2           Pending Completion Of The Arbitration Of Salessi's Claims

3           If a valid written agreement to arbitrate exists, arbitration must be  
4 ordered and any existing litigation must be stayed pending its outcome.

5  
6           Title 9 U.S.C. § 3 provides:

7  
8           **“If any suit... be brought in any of the courts of the United States**  
9           **upon any issue referable to arbitration ... the court in which such**  
10           **suit is pending, upon being satisfied that the issue involved in**  
11           **such suit ... is referable to arbitration under such an agreement,**  
12           **shall on application of one of the parties stay the trial of the**  
13           **action until such arbitration has been had ...”**

14           Federal and California are in harmony. (“Any action or proceeding  
15 involving an issue subject to arbitration shall be stayed if an order for  
16 arbitration or an application therefor has been made...”); C.C.P. §1281.4; see  
17 also Twentieth Century Fox Film Corp. v. Superior Court, 79 Cal. App. 4th  
18 188, 192 (2000).

19           Given the existence of a valid agreement to arbitrate the forgery, and  
20 its related, issues presented in this litigation, Commonwealth should be  
21 ordered to participate in the dispute resolution procedure to which she  
22 agreed and this action, and all other actions pertaining to the subject  
23 property of this arbitration should be stayed pending completion of those  
24 proceedings.<sup>2</sup>

25  
26           <sup>2</sup> The subject property of the arbitration dispute is:

27                           **28841 ALOMA AVENUE, LAGUNA NIGUEL, CA. 92677**

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**4- CONCLUSION**

Commonwealth entered into a mutually binding arbitration agreement, appointing JAMS as the arbitrator, and which is now on stay. Commonwealth accepted to reinstate the agreement upon permission of this court. Thereafter, under third party pressure (Fidelity), Commonwealth dishonored its agreement to sign stipulation to be submitted to this court for this court's issuance of an order lifting stay on the arbitration. Salessi respectfully requests that Commonwealth be compelled to honor her Agreement and that thereupon such order all pending state and federal actions, pertaining to the subject property, be stayed pending the resolution of this arbitration.

I declare under the penalty of perjury that the forgoing allegations are true to the best of my knowledge.

Respectfully Submitted.

Dated: 7-18-10



Kareem Salessi

Debtor In Possession



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# **(Exhibit-A)**

1 KAREEM SALESSI  
2 30262 Crown Valley Pkwy, B-174  
3 LAGUNA NIGUEL, CA. 92677  
4 TEL: (949) 870 6352  
5  
6  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

Ch-11

10  
11 In re KAREEM SALESSI, ) Case No.: 8:09-bk-13791-ES  
12 Debtor, ) Honorable Erithe A. Smith  
13 ) Debtor's request for permission to reinstate JAMS  
14 ) Arbitration Proceedings, pursuant to the stipulation  
15 ) Herein attached;  
16 )  
17 ) Courtroom: 5A, Fifth Floor

18 The JAMS arbitration case # 1200040438 has been scheduled as an asset  
19 of debtor. The case has been suspended and is subject to destruction of its  
20 file by JAMS if not resumed within January 2010. The case arose from title  
21 insurer's liabilities for having created and recorded, undisputedly, forged  
22 deed and loan documents in 2002. The case has been suspended and can  
23 be resumed if this court permits it, per attached email of title insurer's  
24 counsel, Mr. Farrell, esq. Therefore, debtor herewith requests permission  
25 from this honorable court for relief from stay in this matter.

26 Respectfully Submitted.

27 Dated:

Kareem Salessi,  
Debtor In Possession

1 KAREEM SALESSI  
2 30262 Crown Valley Pkwy, B-174  
3 LAGUNA NIGUEL, CA. 92677  
4 TEL: (949) 870 6352  
5  
6  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 Ch-11

11 In re KAREEM SALESSI, ) Case No.: 8:09-bk-13791-ES  
12 Debtor, ) Honorable Erithe A. Smith  
13 ) STIPULAITON TO REINSTATE JAMS ARBITRATION  
14 ) CASE # 1200040438 UPON RELIEF FROM STAY;  
15 )  
16 )  
17 ) Courtroom: 5A, Fifth Floor

18 Parties to the above numbered JAMS suspended arbitration case herein  
19 stipulate to resume, and hopefully conclude, the case upon permission of  
20 this court for relief from stay to proceed with the said arbitration.  
21

22 Douglas Farrell, Esq.  
23 Attorney for:  
24 Commonwealth Land Title Insurance

Kareem Salessi  
Debtor In Possession  
In Propria Persona

25 It is so stipulated.  
26 Dated:

It is so stipulated.  
Dated:

1 KAREEM SALESSI  
2 30262 Crown Valley Pkwy, B-174  
3 LAGUNA NIGUEL, CA. 92677  
4 TEL: (949) 870 6352  
5  
6  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 Ch-11

11 In re KAREEM SALESSI, ) Case No.: 8:09-bk-13791-ES  
12 Debtor, ) Honorable Erithe A. Smith  
13 ) [proposed] ORDER  
14 ) PERMISSION FOR STIPULAITON TO REINSTATE  
15 ) JAMS ARBITRATION CASE # 1200040438  
16 )  
17 )  
18 ) Courtroom: 5A, Fifth Floor

19 On , stipulation papers of parties to the arbitration were  
20 submitted to this court whereupon this court issues this order **GRANTING /**  
21 **DENYING** permission to the parties to reinstate the above proceedings.  
22  
23  
24

25 Dated: **Honorable Judge Erithe A. Smith**  
26 **Federal Bankruptcy Judge**  
27

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# **(Exhibit-B)**



## RE: Salessi, Kareem vs. Commonwealth Land Title - REF# 1200040438

Thursday, May 27, 2010 2:14 PM

From:

"Derek Scott" <DScott@JAMSADR.com>

To:

"KAREEM SALESSI" <salessi@sbcglobal.net>, "DOUGLOUS FARRELL" <sierramlaw@cs.com>, "Victor Luke" <vluke@nb.vwluke.com>, "Nancy (USTP) Goldenberg" <Nancy.Goldenberg@usdoj.gov>

Dear Mr. Salessi,



Under the circumstances of the bankruptcy stay we will maintain the file until August 31, 2010, as you request.

Best regards,

---

**Derek Scott**  
Senior Case Manager  
JAMS, *The Resolution Experts*  
500 N. State College Blvd.

14<sup>th</sup> Floor

Orange, CA 92868  
Email: [dscott@jamsadr.com](mailto:dscott@jamsadr.com)  
(714) 937-8256 (Direct Dial)  
(714) 939-8710 (Facsimile)  
Need a commercial ADR clause? Click below:  
<http://www.jamsadr.com/rules-adr-clauses/>

---

**From:** KAREEM SALESSI [mailto:salessi@sbcglobal.net]  
**Sent:** Wednesday, May 26, 2010 5:47 PM  
**To:** Derek Scott; DOUGLOUS FARRELL; Victor Luke; Nancy (USTP) Goldenberg  
**Subject:** Re: Salessi, Kareem vs. Commonwealth Land Title - REF# 1200040438

5-25-10

Dear JAMS:

As you were informed Mr. Farrell of counsel for Commonwealth Title Insurance wanted to resume the stayed arbitration, however, he was interfered with by Fidelity National Financial, which is a defendant in my federal lawsuit in Santa Ana, and which acquired Commonwealth about a year ago, thus now making its liabilities even further by an unjustified interference in this matter.

I had scheduled this arbitration case as an asset of my estate in my pending Chapter-11 bankruptcy proceedings. I suspect, but am not certain, that JAMS has a duty not to discard the files of this case while I am in BK-proceedings. However, in case I am incorrect, I would like to ask JAMS to extend this by a couple of month so that I can bring a motion in the BK-court to compel the resumption of arbitration and also possibly seek sanctions against Fidelity for its unlawful interference.

Please let me know.

THank you.

Kareem Salessi

--- On Mon, 5/17/10, Derek Scott <DScott@JAMSADR.com> wrote:

From: Derek Scott <DScott@JAMSADR.com>  
Subject: Salessi, Kareem vs. Commonwealth Land Title - REF# 1200040438  
To: salessi@sbcglobal.net, sierramlaw@cs.com  
Date: Monday, May 17, 2010, 11:04 AM

Gentlemen:

After May 28, 2010, JAMS must destroy any remaining items in our arbitration file pursuant to our Document Retention Policy, unless the arbitration is reopened prior to that date.

Sincerely,

---

**Derek Scott**  
Senior Case Manager  
JAMS, *The Resolution Experts*  
500 N. State College Blvd.

14<sup>th</sup> Floor

Orange, CA 92868  
Email: [dscott@jamsadr.com](mailto:dscott@jamsadr.com)  
(714) 937-8256 (Direct Dial)  
(714) 939-8710 (Facsimile)  
Need a commercial ADR clause? Click below:  
<http://www.jamsadr.com/rules-adr-clauses/>

---

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## STIPULATION TO REIstate arbitration

Thursday, March 11, 2010 9:39 AM

From:

"KAREEM SALESSI" <salessi@sbcglobal.net>

To:

SierraMLaw@cs.com, "Scott Derek" <dscott@jamsadr.com>, "Aguilar Laura" <laguilar@jamsadr.com>

Bcc:

"F. PROOF" <fraudproof@gmail.com>

Message contains attachments

1 File (180KB)



2-26-10 UDA-APPEAL-MOTION FOR SUMMARY REVERSAL OF TRIAL COURT -CCP 956a-.doc

3-10-2010

Dear Mr. Farrell:

Have you heard anything from Fidelity parties regarding the signing of my Chapter 11 stipulation to resume the arbitration?

My thoughts is that since Fidelity was an undismissed defendant in my OSC case # 05CC00124, that they had made a party admission as to their fault in facilitating the theft of my 4.4 acre land in Redlands, and were willing to pay, and that they are now a defendant int my stayed federal lawsuit, they are now preventing this arbitration to come to a closure. This obviously furthers their liabilities, and probably more so supports my insurance bad faith claims against them, on the house, as well as on the land matter.

In addition to the above, a fidelity subsidiary, called ASAP is a defendant in my 2008 OSC case against the fraudulent foreclosure, which resulted in the theft of my house. They committed serious crimes in that case. For instance, I had court a document served to their hired gangster who auctions stolen houses at the Central Courthouse door-steps, and shouted at him to halt the sale because all the documents relating to that property had been forged. The gangster refused to take

# Re: Mr. Farrell: Did you receive this document? Fw: STIPULATION TO REI...

Tuesday, January 26, 2010 9:24 PM

From:

"KAREEM SALESSI" <salessi@sbcglobal.net>

To:

sierramlaw@cs.com, "Scott Derek" <dscott@jamsadr.com>, "Aguilar Laura" <laguilar@jamsadr.com>

Any news Mr. Farrell? since JAMS had emailed that they would close and destroy the arbitration case file early February.

--- On Wed, 1/20/10, sierramlaw@cs.com <sierramlaw@cs.com> wrote:

From: sierramlaw@cs.com <sierramlaw@cs.com>

Subject: Re: Mr. Farrell: Did you receive this document? Fw: STIPULATION TO REI...

To: salessi@sbcglobal.net

Date: Wednesday, January 20, 2010, 2:40 PM

I did receive the document. I have forwarded your request to the title company. Commonwealth Title was bought by Fidelity Title and they are now reviewing the entire matter.

Douglas J, Farrell

0



## Mr. Farrell: Did you receive this document? Fw: STIPULATION TO REINSTATE ARBITRATION

Wednesday, January 20, 2010 2:03 PM

From:

"KAREEM SALESSI" <salessi@sbcglobal.net>

To:

"DOUGLOUS FARRELL" <sierramlaw@cs.com>, "Scott Derek" <dscott@jamsadr.com>, "Aguilar Laura" <laguilar@jamsadr.com>

Bcc:

"F. PROOF" <fraudproof@gmail.com>

Message contains attachments

1 File (82KB)

- 1-12-10 STIPULATION TO REINSTATE JAMS ARBITRATION-.doc

--- On Tue, 1/12/10, KAREEM SALESSI <salessi@sbcglobal.net> wrote:

From: KAREEM SALESSI <salessi@sbcglobal.net>

Subject: STIPULATION TO REINSTATE ARBITRATION

To: "DOUGLOUS FARRELL" <sierramlaw@cs.com>, "Scott Derek" <dscott@jamsadr.com>, "Aguilar Laura" <laguilar@jamsadr.com>

Date: Tuesday, January 12, 2010, 2:34 PM

1-12-2010

Dear Mr. Farrell:

Pursuant to our former agreement to reinstate the JAMS case, please sign, date, and mail the attached stipulation page so that I can also sign it and submit it to the bankruptcy court to obtain the judge's permission. 949-870 6352.

Thank you.

Kareem Salessi

If you have any questions, or if you want to modify the document please let me know, at 949

--- On Mon, 12/28/09, KAREEM SALESSI <salessi@sbcglobal.net> wrote:

From: KAREEM SALESSI <salessi@sbcglobal.net>  
Subject: Re: Mr. Farrell: Do you have any news from your client about reinstating the ...  
To: SierraMLaw@cs.com, "Scott Derek" <dscott@jamsadr.com>, "Aguilar Laura" <laguilar@jamsadr.com>  
Date: Monday, December 28, 2009, 3:51 PM

Dear Mr. Farrell:

I found out that I can get the permission by having the court sign an order for relief from stay based on an attached stipulation between us. So, can I email you a stipulation pleading which you could please print and sign and mail back to me to sign and file with the proposed order?

Thanks,

Kareem Salessi

949-870 6352

12-28-09

--- On Tue, 12/8/09, SierraMLaw@cs.com <SierraMLaw@cs.com> wrote:

From: SierraMLaw@cs.com <SierraMLaw@cs.com>  
Subject: Re: Mr. Farrell: Do you have any news from your client about reinstating the ...  
To: salessi@sbcglobal.net  
Date: Tuesday, December 8, 2009, 3:15 PM

We need you to get permission from the Bankruptcy Court in order for you to proceed in the arbitration.

A large, handwritten signature in black ink is written across the bottom of the page. Two arrows originate from the signature: one points upwards and to the left towards the text above, and the other points upwards and to the right towards the text above.

}

## Re: Mr. Farrell: Do you have any news from your client about reinstating the ...

Tuesday, December 8, 2009 3:37 PM  
From:  
"KAREEM SALESSI" <salessi@sbcglobal.net>  
To:  
SierraMLaw@cs.com, "Scott Derek" <dscott@jamsadr.com>  
Cc:  
"TERRY BIERS" <terry.biers@usdoj.gov>  
Bcc:  
"F. PROOF" <fraudproof@gmail.com>

Thank you Mr. Farrell:

I passed on your email to the U.S. Trustee to see if they will initiate this request from the bankruptcy court, or if I should do it personally. One way, or the other, it will be filed.

Regards.  
Kareem Salessi  
12-8-09

--- On Tue, 12/8/09, SierraMLaw@cs.com <SierraMLaw@cs.com> wrote:

From: SierraMLaw@cs.com <SierraMLaw@cs.com>  
Subject: Re: Mr. Farrell: Do you have any news from your client about reinstating the ...  
To: salessi@sbcglobal.net  
Date: Tuesday, December 8, 2009, 3:15 PM

We need you to get permission from the Bankruptcy Court in order for you to proceed in the arbitration.



}

## Re: Mr. Farrell: Do you have any news from your client about reinstating the ...

Monday, December 7, 2009 6:09 PM

From:

"KAREEM SALESSI" <salessi@sbcglobal.net>

To:

SierraMLaw@cs.com

Cc:

"Scott Derek" <dscott@jamsadr.com>, "Aguilar Laura" <laguilar@jamsadr.com>

Thank you Mr. Farrell:

Do you mean request for permission to proceed with the arbitration, or do you mean something else?

Thanks.

Kareem Salessi

12/7/09

--- On Mon, 12/7/09, SierraMLaw@cs.com <SierraMLaw@cs.com> wrote:

From: SierraMLaw@cs.com <SierraMLaw@cs.com>

Subject: Re: Mr. Farrell: Do you have any news from your client about reinstating the ...

To: salessi@sbcglobal.net

Date: Monday, December 7, 2009, 2:45 PM

Mr. Salessi,

Until you get permission from the Bankruptcy Court my client cannot respond to your request.

Douglas J. Farrell



}

## RE: OUR SUSPENDED ARBITRATION:

Thursday, November 5, 2009 12:19 PM

From:

"Derek Scott" <DScott@JAMSADR.com>

To:

"KAREEM SALESSI" <salessi@sbcglobal.net>, SierraMLaw@cs.com

Gentlemen:



I will do nothing at this time until Mr. Salessi has time to clarify these issues.

Please note that, under JAMS Document Retention Policy, the JAMS' paper file on this matter is set for destruction on February 26, 2010.

Regards,

---

**Derek Scott**  
Senior Case Manager  
JAMS, *The Resolution Experts*  
500 N. State College Blvd.

14<sup>th</sup> Floor \*\*

Orange, CA 92868  
Email: [dscott@jamsadr.com](mailto:dscott@jamsadr.com)  
(714) 937-8256 (Direct Dial)  
(714) 939-8710 (Facsimile)  
Need a commercial ADR clause? Click below:  
<http://www.jamsadr.com/rules-adr-clauses/>

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**From:** KAREEM SALESSI [mailto:salessi@sbcglobal.net]  
**Sent:** Wednesday, November 04, 2009 3:07 PM  
**To:** SierraMLaw@cs.com; Derek Scott  
**Subject:** Re: OUR SUSPENDED ARBITRATION:

Thank you Mr. Farrell:

Could you please try to find out about this. If they answer positively then I can bring a motion in the BK court to obtain permission for it.

Thank you  
Kareem Salessi

--- On Wed, 11/4/09, SierraMLaw@cs.com <SierraMLaw@cs.com> wrote:

From: SierraMLaw@cs.com <SierraMLaw@cs.com>  
Subject: Re: OUR SUSPENDED ARBITRATION:  
To: salessi@sbcglobal.net  
Date: Wednesday, November 4, 2009, 2:48 PM

Mr. Salessi,

I believe you need permission from the Bankruptcy Court to proceed. In addition I cannot speak for the title company at this time because Commonwealth Title was bought by Fidelity Title. Fidelity would have to make the decision about the Arbitration.

Douglas J. Farrell

0



## RE: OUR SUSPENDED ARBITRATION:

Wednesday, November 4, 2009 2:29 PM

From:

"KAREEM SALESSI" <salessi@sbcglobal.net>

To:

"Derek Scott" <DScott@JAMSADR.com>, "DOUGLOUS FARRELL" <sierramlaw@cs.com>

Bcc:

"F. PROOF" <fraudproof@gmail.com>

Mr. Farrell:

at this point all I want to know if if you can reactivate the suspended arbitration with JAMS. I would like to do it if it is acceptable by your client.

I don't see any need for legal advice about this issue which depends on your decision/ your client's decision .

Thanks.

K.S.

--- On Tue, 11/3/09, Derek Scott <DScott@JAMSADR.com> wrote:

From: Derek Scott <DScott@JAMSADR.com>

Subject: RE: OUR SUSPENDED ARBITRATION:

To: "KAREEM SALESSI" <salessi@sbcglobal.net>, "DOUGLOUS FARRELL" <sierramlaw@cs.com>, "Aguilar Laura" <laguilar@jamsadr.com>

Date: Tuesday, November 3, 2009, 10:03 AM

Mr. Salessi,

I do not understand what you are requesting.

JAMS file on this case has been closed. If you wish to reopen and pursue the arbitration, please provide a formal written motion explaining what you are requesting. This will provide the opposing party an opportunity to respond and the arbitrator with something to decide.

Best regards,,

---

**Derek Scott**  
Senior Case Manager  
JAMS, *The Resolution Experts*  
500 N. State College Blvd.

14<sup>th</sup> Floor \*\*

Orange, CA 92868  
Email: [dscott@jamsadr.com](mailto:dscott@jamsadr.com)  
(714) 937-8256 (Direct Dial)  
(714) 939-8710 (Facsimile)  
Need a commercial ADR clause? Click below:  
<http://www.jamsadr.com/rules-adr-clauses/>

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**From:** KAREEM SALESSI [<mailto:salessi@sbcglobal.net>]  
**Sent:** Sunday, November 01, 2009 9:59 PM  
**To:** DOUGLOUS FARRELL; Derek Scott; Aguilar Laura  
**Subject:** OUR SUSPENDED ARBITRATION:

Sir:

Considering the Ch-11 stay of my federal case # SACV 08-01274 DOC (MLGx), is it possible to reinstate our suspended arbitration case and thus possibly take the tile company out of the case?

Thanks.

Kareem Salessi 949- 870 6352

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# (Exhibit-C)



FAx and TO: 714-939-0869

No. 8578 P. 2

JAMS  
Reference No. J200800438  
Saleem, Kareem (Client)  
Commonwealth Land Title (Respondent)

STIPULATION FOR ARBITRATION  
AND  
SELECTION OF ARBITRATOR

It is stipulated and agreed by the Parties in settlement of disputes, claims or controversies in regard to pending arbitration at JAMS, pursuant to the JAMS Arbitration Administration Policies and, unless otherwise agreed in writing by the parties, to the applicable JAMS Arbitration Rules and Procedures

The Parties hereby agree to give up any rights they might possess to have this matter litigated in a court or jury trial.

Parties agree that Mr. Alexander S. Polisky, Esq. shall serve as Arbitrator in this matter and that no party may have ex-parte communications with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager. Parties agree that services of a Facilitator shall be made by regular US mail.

BY: K. Saleem BY: \_\_\_\_\_  
FOR: KAREEM SALEEM FOR: \_\_\_\_\_  
DATE: 3/24/2008 DATE: \_\_\_\_\_

Mar. 24, 2008 8:49AM Jams

TO JAMS:  
ONE OF THE PRECONDITIONS TO THIS ARBITRATION WAS  
THAT RESPONDENT COMMONWEALTH HAD ACCEPTED  
TO PAY BOTH SIDES OF ARBITRATION FEES. PLEASE  
MAKE SURE YOU HAVE THIS COMMITMENT IN WRITING FROM  
RESPONDENT BEFORE COMMENCEMENT OF ARBITRATION. *Shelby*  
*16-Feb-08 3:24/08*

1 KAREEM SALESSI  
2 30262 Crown Valley Pkwy, B-174  
3 LAGUNA NIGUEL, CA. 92677  
4 TEL: (949) 870 6352  
5  
6  
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8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA**

10 Ch-11

11 In re KAREEM SALESSI, ) Case No.: 8:09-bk-13791-ES  
12 Debtor, ) Honorable Erithe A. Smith  
13 ) [proposed] ORDER RE: Debtor's Verified Petition to  
14 ) Compel Reinstatement of JAMS Arbitration Case  
15 ) #1200040438 With Commonwealth Land Title Insurance  
16 ) Company;  
17 ) Courtroom: 5A, Fifth Floor

18 On \_\_\_\_\_, papers of parties to the motion to compel arbitration were  
19 submitted to this court whereupon this court issues this order **GRANTING /**  
20 **DENYING** permission to the parties to reinstate the above proceedings.

21 Further, the court grants debtor's request to stay all state and federal  
22 proceedings, related only to the subject property of this arbitration, until its  
23 resolution.  
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26 Dated:

27 **Honorable Judge Erithe A. Smith**  
28 Federal Bankruptcy Judge

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**PROOF OF SERVICE BY MAIL**

Case No.: **8:09-bk-13791-ES**

I, Kareem Salessi, declare:  
**I am a party** to this action. My business address is: 30262 Crown Valley Parkway, B-174, Laguna Niguel, Ca. 92677  
On 7/19/10, 2010, I deposited in the United States mail at SANTA ANA, California a copy (or original as the Code requires) of the following document(s):  
**Debtor's Verified Petition to Compel Reinstatement of JAMS Arbitration Case #1200040438 With Commonwealth Land Title Insurance Company; DECLARATION;**

**ADDRESSED TO:**

**MR. DOUGLAS FARRELL, ESQ.**  
**37 West Sierra Madre Blvd**  
**Sierra Madre, CA 91024 (626) 355-3401**  
**Attorney for Commonwealth Land Title Insurance Company**

**U.S. TRUSTEE**  
**411 W. Fourth St Suite 9041**  
**Santa Ana, CA 92701**  
**(714) 338-3400,**

*HAND DELIVERY*

**Mr. Martin Phillips,**  
**attorney for Movants**  
**8180 E. Kaiser Blvd, S-100,**  
**Ahaheim Hills, Ca. 92808**

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on 7/19/10 2010, in Orange County, California.

  
Kareem Salessi