

# GREGORY STEWART

San Bernardino California 92410

email: gregory4naca@gmail.com

Telephone (310) 919-6510

## **\*\*Objective \*\***

Dedicated and detail-oriented paralegal with over 34 years of experience in family law. Skilled in legal research, document preparation, case management, and client communication. Seeking to contribute to a reputable law firm / paralegal firm by leveraging expertise in family law procedures and regulations. Divorce preparation and response, Preliminary Declaration of Disclosure, Joiner of Pension Plans, Schedule of Assets and Debts, Income and Expense Declaration, Preparation of Marital Settlement Agreements, Bifurcation of Marital Status, Family Law Judgment, Child Support and Espousal Support, preparation of Notice of Motion re Order to Show Cause. **Preparation of Power of Attorney for Limited Scope Representation in Family Law matters and Civil matters.**

## **\*\*Professional Experience:\*\***

Law Firm of Paul, Hastings, Janofsky and Walker

Located in the Bank of America Tower Building

555 South Flower Street

Los Angeles California 90013

MIS Specialist (Management Information System) overseeing the computer operation and support of 400 attorneys, 250 paralegal and 300 legal secretaries ensuring that their computers are operating. Learned to performed paralegal duties, legal research constituting California 29 codes, Jury Instructions, writing of legal briefs and declarations.

1990 to 1993

Resume of Gregory Stewart for Family Law Legal Assistant

## Out Sourcing Paralegal Services to Attorneys

**\*\*Paralegal | Law Offices of David B. Feinstein \*\***

14435 Sherman Way Suite 209, Van Nuys, CA 91405

From February 2021 – 2022

In Pro Per preparation Legal Assistant -

2016 to present date.

Prepared Lawsuit for client Torkom Robert Altounian In Pro Per entitled Altounian vs. Cervantes et al on 8/01/ 2016. Case number EC065347. Judgment entered on July 14, 2017 in the amount of \$669,345.00.

- Assist attorney in preparing and filing legal documents such as divorce petitions, child custody agreements, support orders, and Civil Complaints .
- Conduct legal research on family law issues and prepare memos and reports.
- Manage client files, ensuring all documents are organized and up to date.
- Draft and review correspondence, pleadings, and discovery documents.
- Coordinate and schedule court appearances, mediation sessions, and client meetings.
- Maintain client confidentiality and provide empathetic support to clients during stressful situations.

**\*\*Paralegal Legal Assistant Self Employed from 1993 to 2024 \*\***

San Bernardino, County California

July 1990 – July 2024

- Prepared legal documents for family law cases, including motions, power of attorney for limited scope representation, affidavits, and trial exhibits.
- Conducted client interviews to gather case information and explain legal procedures.
- Assisted in trial preparation by organizing evidence, preparing witness lists, and coordinating with expert witnesses.
- Monitored case deadlines and ensured timely filing of court documents.

Resume of Gregory Stewart for Family Law Legal Assistant

- Assisted In Pro Per clients and attorneys in court by taking notes and managing exhibits.
- Supported attorneys with administrative tasks, including answering phones, scheduling appointments, and managing calendars.
- Assisted in the preparation of legal documents and correspondence.
- Conducted initial client intakes and maintained client files.
- Provided general office support, including filing, faxing, and data entry.

**\*\*Skills:\*\***

- Extensive knowledge of family law and Civil procedures and regulations
- Proficient in legal research and writing
- Strong organizational and case management skills
- Excellent written and verbal communication
- Proficiency in legal software (e.g., Clio, LexisNexis)
- Ability to handle sensitive and confidential information
- Empathetic and client-focused approach.

**\*\*Accomplishments\*\***

Successfully Assisted in the formation and setup and establishment of Non-Profit Corporation “Stairway to Freedom” Organization.

Position held Secretary

**ORGANIZATION BACKGROUND**

Stairway to Freedom, founded in 2024, is a registered 501(c)(3) nonprofit organization dedicated to supporting individuals transition from incarceration back into society. The organization’s inception was inspired by a deep recognition of the challenges faced by formerly incarcerated individuals as they strive to rebuild their lives and reintegrate into society. The founder observed firsthand the barriers and stigma that hinder successful reintegration post-incarceration, including difficulties in securing employment, obtaining essential identification documents, accessing

housing, and accessing supportive services.

The founder having worked directly with individuals at a federal halfway house, and through partnerships with various organizations, the founder witnessed the harsh realities that many face upon release. It became evident that without adequate support, many individuals struggle to find stable employment and cannot afford tuition for further education or vocational training. Additionally, the lack of family support exacerbates these difficulties, often leading to feelings of isolation and desperation. Consequently, many reoffend due to a lack of knowledge and resources, perpetuating a cycle of incarceration.

Stairway to Freedom was established to address these critical needs and provide a pathway to stability and success for individuals reentering the community. Motivated by a commitment to social justice and the belief in the potential for transformation and redemption, the organization aims to remove the barriers that impede successful reintegration and to provide the necessary tools for individuals to thrive.

Operating in Los Angeles, Riverside, and San Bernardino counties, Stairway to Freedom serves a wide and diverse population, ensuring that individuals across these regions have access to the support they need. In the Inland Empire, the success rates of individuals with access to resources and opportunities are significantly higher compared to those without. Data shows that individuals who receive comprehensive support, including job placement assistance, educational opportunities, and social services, have a markedly lower recidivism rate. Conversely, those who lack these resources face greater challenges in securing employment and housing, leading to higher rates of reoffending and re-incarceration.

, California  
United States

Invoice Number: 001  
Invoice Date: November 7, 2017  
Ship Date: November 7, 2017

# INVOICE

**Sold To:**

**Ship To:**

, California  
United States

, California  
United States

PO Number	PO Date	Currency	Terms	Mode	Pieces	Weight
Gloria Mendoza	November 7, 2017	US Dollars	Cash	Deposit into Wells Fargo Checking 511400393 3143718520	1	

Item No.	Description	Tax	UOM	QTY	Unit Price	Total Price
1. Revision	Purchase Agreement	NO	each	1		

<b>Comments:</b>	<b>Subtotal</b>	\$ _____
	Local Sales Tax (0%)	\$ _____
	State Sales Tax (0%)	\$ _____
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Law Office of David Feinstein  
14435 Sherman Way Suite 209  
Van Nuys, California 91405

Telephone (818) 787-1187

Facsimile (818) 787-1169

Email: davidfeinstein@msn.com

Re:

Sylvia Karapetian  
15748 Hartsook Street  
Encino CA, 91436

November 08, 2017

Torkom Robert Altounian  
15748 Hartsook Street  
Encino CA, 91436

Dear ABC Escrow

My office represents Sylvia Karapetian and Torkom Robert Altounian, ABC Escrow were to have paid the amount of \$80,000.00USD (the "Debt") to Sylvia Karapetian in July 2017 and this Debt remains outstanding despite the requests for payment. The Debt relates to:

Case Number EC065347, Superior Court of California - North Central District, Burbank Courthouse 300 East Olive Avenue, Burbank, CA 91502.

For your reference I have enclosed a copy of :

1. Judgment by Court dated July 14, 2017 in the amount of 669,345.00;
2. Case Summary as of November 8, 2017 showing that on August 22, 2017 the WRIT was issued to

the County of Los Angeles for the Sheriff to collect the judgment debt;

3. Proof of Service of Assignment of Judgment dated August 22, 2017; and
4. Assignment of Judgment filed August 22, 2017

Without prejudice to the rights of Sylvia Karapetian, my client is willing to accept partial recovery of the Debt, Sylvia Karapetian is prepared to accept the amount of \$80,000.00USD which amount represents the sale amount of the asset currently in escrow.

Please note that if Sylvia Karapetian and Torkom Robert Altounian have to commence legal proceedings and or **Order to Show Cause for Examination** in order to secure payment of the debt owing, this letter will be tendered in court as evidence of your failure to attempt to resolve this matter. Further, you may be liable for any court costs, attorney fees and damages, including punitive damages. I am respectfully requesting that ABC Escrow provide me a detail delineation of the pending escrow. If either seller or buyer are in default or cannot meet their obligations to close escrow then my clients demand that escrow be cancelled and that the asset be immediately conveyed to my clients.

You might want to contact a lawyer to discuss your legal rights and responsibilities.

Yours sincerely,

---

David Feinstein, esq.

enclosure

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>TORKOM ROBERT ALTOUNIAN</b> 15748 Hartsook Street Encino, California 91436 TELEPHONE NO.: (818) 471-8191 FAX NO. (Optional): E-MAIL ADDRESS (Optional): riorobair@yahoo.com ATTORNEY FOR (Name): Self Represented	<b>FOR COURT USE ONLY</b>  <b>FILED</b> Superior Court of California County of Los Angeles  <b>JUL 14 2017</b>  Sherri R. Carter, Executive Officer/Clerk By <u>Wendy Delgado</u> Deputy												
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: <del>600 E. BROADWAY</del> <b>LASC-NORTH CENTRAL DISTRICT</b> MAILING ADDRESS: Same as above <b>BURBANK COURTHOUSE</b> CITY AND ZIP CODE: <del>Glendale 91208</del> <b>300 EAST OLIVE AVENUE</b> BRANCH NAME: <b>North Central District</b> <b>BURBANK, CA 91502</b>													
PLAINTIFF: <b>TORKOM ROBERT ALTOUNIAN</b>  DEFENDANT: <b>FRANCISCO TISNADO CERVANTES et. al.</b>													
<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><b>JUDGMENT</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> By Clerk</td> <td><input checked="" type="checkbox"/> By Default</td> <td><input type="checkbox"/> After Court Trial</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> By Court</td> <td><input type="checkbox"/> On Stipulation</td> <td><input type="checkbox"/> Defendant Did Not Appear at Trial</td> <td></td> </tr> </table>	<b>JUDGMENT</b>				<input type="checkbox"/> By Clerk	<input checked="" type="checkbox"/> By Default	<input type="checkbox"/> After Court Trial		<input checked="" type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial		CASE NUMBER: <b>EC065347</b>
<b>JUDGMENT</b>													
<input type="checkbox"/> By Clerk	<input checked="" type="checkbox"/> By Default	<input type="checkbox"/> After Court Trial											
<input checked="" type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial											

**JUDGMENT**

1.  **BY DEFAULT**
  - a. Defendant was properly served with a copy of the summons and complaint.
  - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
  - c. Defendant's default was entered by the clerk upon plaintiff's application.
  - d.  **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
  - e.  **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
    - (1)  plaintiff's testimony and other evidence.
    - (2)  plaintiff's written declaration (Code Civ. Proc., § 585(d)).
  
2.  **ON STIPULATION**
  - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
  - b.  the signed written stipulation was filed in the case.
  - c.  the stipulation was stated in open court  the stipulation was stated on the record.
  
3.  **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
  - a. The case was tried on (date and time):  
before (name of judicial officer):
  - b. Appearances by:
 

<input type="checkbox"/> Plaintiff (name each): (1) (2) <input type="checkbox"/> Continued on Attachment 3b.  <input type="checkbox"/> Defendant (name each): (1) (2) <input type="checkbox"/> Continued on Attachment 3b.	<input type="checkbox"/> Plaintiff's attorney (name each): (1) (2)  <input type="checkbox"/> Defendant's attorney (name each): (1) (2)
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  - c.  Defendant did not appear at trial. Defendant was properly served with notice of trial.
  - d.  A statement of decision (Code Civ. Proc., § 632)  was not  was requested.



PLAINTIFF: <b>TORKOM ROBERT ALTOUNIAN</b>	CASE NUMBER: <b>EC065347</b>
DEFENDANT: <b>FRANCISCO TISNADO CERVANTES et. al.</b>	

JUDGMENT IS ENTERED AS FOLLOWS BY:  THE COURT  THE CLERK

4.  **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a.  for plaintiff (name each):  
**TORKOM ROBERT ALTOUNIAN**  
and against defendant (names):  
**FRANCISCO TISNADO CERVANTES**

c.  for cross-complainant (name each):  
  
and against cross-defendant (name each):

Continued on Attachment 5a.

Continued on Attachment 5c.

b.  for defendant (name each):

d.  for cross-defendant (name each):

6. **Amount.**

a.  Defendant named in item 5a above must pay plaintiff on the complaint:

c.  Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input checked="" type="checkbox"/> Damages	<del>\$ 25,000</del> <b>\$ 575,000</b>	
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of <b>7 %</b>	\$ 00.00	
(3)	<input type="checkbox"/> Attorney fees	<del>\$ 00.00</del> <b>\$ 13,850</b>	
(4)	<input type="checkbox"/> Costs	<del>\$ 00.00</del> <b>\$ 495.</b>	
(5)	<input type="checkbox"/> Other (specify):	\$ 00.00	
(6)	<b>TOTAL</b>	<del>\$ 25,000</del> <b>\$ 669,345</b>	

(1)	<input type="checkbox"/> Damages	\$	
(2)	<input type="checkbox"/> Prejudgment interest at the annual rate of %	\$	
(3)	<input type="checkbox"/> Attorney fees	\$	
(4)	<input type="checkbox"/> Costs	\$	
(5)	<input type="checkbox"/> Other (specify):	\$	
(6)	<b>TOTAL</b>	\$	

b.  Plaintiff to receive nothing from defendant named in item 5b.  
 Defendant named in item 5b to recover costs \$  
 and attorney fees \$

d.  Cross-complainant to receive nothing from cross-defendant named in item 5d.  
 Cross-defendant named in item 5d to recover costs \$  
 and attorney fees \$

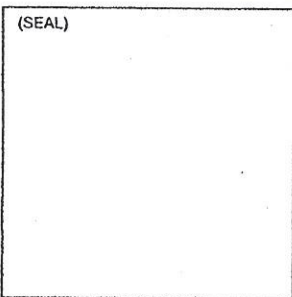
7.  Other (specify):

Plaintiff is the owner of the type 47-388454 Liquor License and may use all legal means to complete transfer according to the Laws, Rules and Regulations of Department of Alcoholic Beverage Control.

Date: **JUL 14 2017**

  
JUDICIAL OFFICER

Date: **DONNA FIELDS GOLDSTEIN**  
 Clerk, by \_\_\_\_\_, Deputy



**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy

Plaintiff:  
Defendant:

DOM ROBERT ALTOUNIAN  
FRANCISCO TISNADO CERVANTES et al.

Case Number  
EC065347

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Judgment is against defendant (names):  
FRANCISCO JAVIER CERVANTES  
FESFAR, INC., a Dissolved California Corporation



THE DOCUMENT TO WHICH THIS CERTIFICATE IS  
ATTACHED IS A FULL TRUE, AND CORRECT COPY  
OF THE ORIGINAL ON FILE AND OF RECORD IN  
MY OFFICE JUL 14 2017  
ATTEST \_\_\_\_\_

Sherril R. Carter, Executive Officer of the  
Superior Court of the California County of  
Los Angeles

  
\_\_\_\_\_  
H. HANKINS DEPUTY

## Case Summary

Case Number: EC065347  
TORKOM ROBERT ALTOUNIAN VS. FRANCISCO JAVIER CERVANTES, ET A

Filing Date: 08/01/2016  
Case Type: Contractual Fraud (General Jurisdiction)  
Status: Default Judgment per Declaration 07/14/2017

Future Hearings

None

[Documents Filed](#) | [Proceeding Information](#)

Parties

ALTOUNIAN TORKOM ROBERT - Plaintiff, & Plaintiff in Pro Per

CERVANTES FRANCISCO JAVIER - Defendant

CERVANTES FRANCISCO TISNADO - Defendant

FESFAR INC. - Defendant

KARAPETIAN SYLVIA - Assignee

[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

Documents Filed (Filing dates listed in descending order)

**08/22/2017** Writ issued (to the County of Los Angeles )  
Filed by Attorney for Plaintiff

**08/22/2017** Proof of Service (of Assignment of Judgment )  
Filed by Plaintiff & Plaintiff in Pro Per

**08/22/2017** Assignment of Judgment  
Filed by Plaintiff & Plaintiff in Pro Per

**08/14/2017** Writ-Other (1. Name of assignee should be on top of the writ and 2. Silvia Karapetian is the assignee of Record not Judgment Creditor )  
Filed by Plaintiff & Plaintiff in Pro Per

**08/14/2017** Notice of Entry of Judgment  
Filed by Plaintiff & Plaintiff in Pro Per

**07/14/2017** Default Judgment (\$669,345.00 )  
Filed by Plaintiff, & Plaintiff in Pro Per

**07/05/2017** Declaration (OF TORKOM ROBERT ALTOUNIAN IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT PURSUANT TO CCP 585(d) )  
Filed by Plaintiff & Plaintiff in Pro Per

**07/05/2017** Request to Enter Judgment  
Filed by Plaintiff & Plaintiff in Pro Per

**07/05/2017** Declaration (OF GREGORY STEWART IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT PURSUANT TO CCP 585(d) )  
Filed by Plaintiff & Plaintiff in Pro Per

**05/31/2017** Request for Entry of Default  
Filed by Plaintiff, & Plaintiff in Pro Per

**05/31/2017** Default Entered  
Filed by Plaintiff, & Plaintiff in Pro Per

**04/03/2017** Order for Publication (RE: DEFT FRANCISCO JAVIER CERVANTES--REJECTED NO NEWSPAPER LISTED )  
Filed by Plaintiff, & Plaintiff in Pro Per

**04/03/2017** Order for Publication (RE: DEFT FESFAR, INC.-REJECTED NO NEWSPAPER LISTED )  
Filed by Plaintiff, & Plaintiff in Pro Per

**03/30/2017** Application-Miscellaneous (FOR PUBLICATION (CORRECTED) )  
Filed by Plaintiff & Plaintiff in Pro Per

**03/30/2017** Application-Miscellaneous (FOR PUBLICATION )  
Filed by Plaintiff & Plaintiff in Pro Per

**09/02/2016** Miscellaneous-Other (Civil Deposit in the amount of \$500.00 to cover NSF check. \$435.00 for filing fee of the complaint and \$65.00 nsf fee )  
Filed by Plaintiff & Plaintiff in Pro Per

**08/01/2016** Summons Filed

**08/01/2016** Notice-Case Management Conference  
Filed by Court

**08/01/2016** OSC-Failure to File Proof of Serv  
Filed by Court

**08/01/2016** Complaint filed-Summons Issued

[Case Information](#) | [Party Information](#) | [Documents Filed](#)

Proceedings Held (Proceeding dates listed in descending order)

**07/14/2017** at 09:30 am in Department NCBB, Donna Fields Goldstein, Presiding  
Default Prove Up Hearing - **Status Conference Held**

**06/05/2017** at 08:32 am in Department NCBB, Donna Fields Goldstein, Presiding  
Conference-Case Management - **Status Conference Held**

**04/19/2017** at 08:31 am in Department NCBB, Donna Fields Goldstein, Presiding  
Conference-Case Management - **Held-Continued**

**03/27/2017** at 08:30 am in Department NCBB, Donna Fields Goldstein, Presiding  
Conference-Case Management - **Continued by Court**

**02/02/2017** at 08:31 am in Department NCBB, Donna Fields Goldstein, Presiding  
Conference-Case Management - **Held-Continued**

**12/29/2016** at 08:30 am in Department NCBB, Donna Fields Goldstein, Presiding  
Conference-Case Management - **Held-Continued**

**10/17/2016** at 08:30 am in Department NCBB, Donna Fields Goldstein, Presiding  
OSC-Failure to File Proof of Serv - **Held-Continued**

[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

1 **TORKOM ROBERT ALTOUNIAN**  
15748 Hartsook Street  
2 Encino, California 91436

3 Telephone No: (818) 471-8191

4  
5 Self-Represented  
6  
7  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**  
11 **NORTH CENTRAL DISTRICT**  
12

13 **TORKOM ROBERT ALTOUNIAN** )  
14 Plaintiff, )

15 vs. )

16 **FRANCISCO JAVIER CERVANTES,** )  
17 **FRANCISCO TISNADO** )  
18 **CERVANTES, FESFAR, INC., a** )  
19 **Dissolved California Corporation** )

20 Defendant(s). )  
21

Case No. EC065347

**ASSIGNMENT OF JUDGMENT  
ACKNOWLEDGMENT OF  
ASSIGNMENT**

22 **A. Definitions:**

23 The following definitions shall govern this Assignment and Acknowledgment:

- 24 1. "Judgment" - refers to: (a) the judgment signed and filed in the above captioned action  
25 on or around July 14, 2017; (b) any later amended, augmented, supplemental or other judgment,  
26 judgment on appeal and any settlement in favor of the Judgment Creditor(s); and (c) all other  
27 rights of the Judgment Creditor(s) to receive cash or other consideration arising from the  
28 underlying claims that form the basis for the above captioned action.

///

1 2. "Judgment Creditor(s)" - refers to the following Plaintiff in the above captioned action  
2 and any successors and assigns:

3 TORKOM ROBERT ALTOUNIAN  
4 15748 Hartsook Street  
5 Encino, California 91436

6 3. "Assignee" - refers to the following assignee of the Judgment Creditor(s) of certain  
7 rights and interest in the Judgment, as described below, and said Assignee's successors and/or  
8 further assigns:

9 Sylvia Karapetian  
10 15748 Hartsook Street  
11 Encino, California 91436

12 4. "Judgment Debtor(s)" - refers to the following defendant(s) in the above captioned  
13 action, obligors under the Judgment, and any affiliate, successor, assign, surety, or guarantor, as  
14 may assume or be bound by the Judgment or other obligations to Judgment Creditor(s):

15 Francisco Tisnado Cervantes  
16 c/o ABC Escrow  
17 West Coast Headquarters  
18 2222 Damon St.  
19 Los Angeles, CA 90021

20 Francisco Jaiver Cervantes  
21 c/o ABC Escrow  
22 West Coast Headquarters  
23 2222 Damon St.  
24 Los Angeles, CA 90021

25 Fesfar, Inc., a Dissolved California Corporation  
26 c/o ABC Escrow  
27 West Coast Headquarters  
28 2222 Damon St.  
Los Angeles, CA 90021

**B. Assignment and Acknowledgment:**

For value received, the undersigned, being the Judgment Creditor(s) (hereinafter,  
"SELLER") and owning the legal and/or equitable rights, title and interest in and to the  
Judgment and Proceeds thereof subject to any fee or other lien interest existing in favor of  
"SELLER'S attorney in the above-captioned matter (collectively "SELLER'S Judgment Rights"),  
hereby, assign(s) and transfer(s) to Assignee, Sylvia Karapetian her successors and assigns, the  
undersigned's SELLER'S Judgment Rights, up to \$669,345.00 (U.S), as determined in

1 accordance with that certain Agreement between the undersigned and Assignee dated as of  
2 August \_\_\_\_\_, 2017, as represents the Assigned Amount thereof, plus judgment interest  
3 accruing on the Assigned Amount commencing on the Closing Date of the Agreement and such  
4 other amounts as may be added thereto under the terms of the Agreement (collectively,  
5 "Judgment Amount Assigned"). The undersigned intends hereby to transfer all right, title and  
6 interest in and to the SELLER'S Judgment Rights up to the Judgment Amount Assigned to be  
7 paid on a priority basis, senior to any other rights of the undersigned, in and to the SELLER'S  
8 Judgment Rights, the undersigned Judgment Creditor(s).

9       Upon and after Closing Date, Assignee shall have the right to cause this Assignment of  
10 Judgment Acknowledgment of Assignment to be filed with the above captioned court and a  
11 copy served upon the Judgment Debtor(s), the Judgment Debtor(s)' counsel , any insurers,  
12 sureties and any other party now or hereafter having or claiming an interest in the Judgment or  
13 the Proceeds thereof.

14       This Assignment of Judgment Acknowledgment of Assignment is made and given in  
15 accordance with the terms of that certain Agreement dated as of August \_\_\_\_\_, 2017 to which  
16 the undersigned Judgment Creditor(s) and Sylvia Karapetian are parties ("Agreement"). Except  
17 as may otherwise be defined herein, all terms used herein that are defined in the Agreement shall  
18 have the meaning stated in the Agreement. This Assignment and Acknowledgment is governed  
19 by and subject to the provisions of that Agreement.

20 Dated: \_\_\_\_\_, 2017

21 **JUDGMENT CREDITOR(S):**

22  
23 \_\_\_\_\_  
24 **TORKOM ROBERT ALTOUNIAN**

25 **APPROVED AS TO FORM:**

26 **PLAINTIFF SELF REPRESENTED JUDGMENT CREDITOR:**

27  
28 \_\_\_\_\_  
**TORKOM ROBERT ALTOUNIAN**



## ACKNOWLEDGMENT

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 Los Angeles)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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 \_\_\_\_\_ (Seal)



SHORT TITLE: TORKOM ROBERT ALTOUNIAN vs. FRAMCISCO  
TISNADO CERVANTES et al.

CASE NUMBER:  
EC065347

**ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (DOCUMENTS SERVED)**

*(This Attachment is for use with form POS-030)*

**The documents that were personally served by first-class mail are as follows *(describe each document specifically)*:**

Francisco Jaiver Cervantes c/o ABC Escrow West Coast Headquarters 2222 Damon St. Los Angeles, CA 90021

FESFAR, INC., a Dissolved California Corporation c/o ABC Escrow West Coast Headquarters 2222 Damon St. Los Angeles, CA 90021

Claim Form Escrow Number 16607-am

From The Desk of

**TORKOM ROBERT ALTOUNIAN**

SELF REPRESENTED

15748 Hartsook Street

Encino, California 91436

TEL: (818) 471-8191 email: [riorobair@yahoo.com](mailto:riorobair@yahoo.com)

July 18, 2017

By fax to: 213-417-2339

Telephone: 213-417-2340

ABC Escrow

West Coast Headquarters

2222 Damon St.

Los Angeles, CA 90021

Re: TORKOM ROBERT ALTOUNIAN vs. FESFAR, INC. et al.  
Case No.: EC065347

Dear ABC Escrow,

As you are aware the liquor license 47-388454 with the premises address 8351 San Fernando Road, Sun Valley, CA 91352 is the property of Fesfar, Inc. located at 8351 San Fernando Road, Sun Valley, CA 91352. I am in receipt of information that the sell of the license is pending under escrow number 16607-am. I never received any "Notice of Intended Transfer of Retail Alcoholic Beverage License Under Sections 24073 and 24074 California Business and Professions Code". On July 14, 2017 I received a judgment in the Superior Court of California under case number EC065347 declaring me the rightful and legal owner of the liquor license. By this claim I am making demand in the amount of \$80,000 which I am under the belief that this is amount that the license is being sold. Please consider this as my attempt to meet and confer with you in respect to my claim, "A true and correct copy of the Civil Judgment is attached". Please email me at [riorobair@yahoo.com](mailto:riorobair@yahoo.com) and inform me what the status is of my request. If I do not hear from you within 48 hours I will file an ex-parte application on Friday July 21, 2017 for an injunction and I will seek attorney fees and costs for making the emergency application.

Sincerely,

Torkom Robert Altounian

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>TORKOM ROBERT ALTOUNIAN</b> 15748 Hartsook Street Encino, California 91436 TELEPHONE NO.: (818) 471-8191 FAX NO. (Optional): E-MAIL ADDRESS (Optional): riorobair@yahoo.com ATTORNEY FOR (Name): Self Represented	<b>FOR COURT USE ONLY</b>  <b>FILED</b> Superior Court of California County of Los Angeles  <b>JUL 14 2017</b>  Sherri R. Carter, Executive Officer/Clerk By <u>Wendy Delgado</u> Deputy												
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: <del>600 E. BROADWAY</del> <b>LASC-NORTH CENTRAL DISTRICT</b> MAILING ADDRESS: Same as above <b>BURBANK COURTHOUSE</b> CITY AND ZIP CODE: <del>Glendale 91208</del> <b>300 EAST OLIVE AVENUE</b> BRANCH NAME: <b>North Central District BURBANK, CA 91502</b>													
PLAINTIFF: <b>TORKOM ROBERT ALTOUNIAN</b>  DEFENDANT: <b>FRANCISCO TISNADO CERVANTES et. al.</b>													
<table style="width:100%; border: none;"> <tr> <td style="text-align: center;"><b>JUDGMENT</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> By Clerk</td> <td><input checked="" type="checkbox"/> By Default</td> <td><input type="checkbox"/> After Court Trial</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> By Court</td> <td><input type="checkbox"/> On Stipulation</td> <td><input type="checkbox"/> Defendant Did Not Appear at Trial</td> <td></td> </tr> </table>	<b>JUDGMENT</b>				<input type="checkbox"/> By Clerk	<input checked="" type="checkbox"/> By Default	<input type="checkbox"/> After Court Trial		<input checked="" type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial		CASE NUMBER: <b>EC065347</b>
<b>JUDGMENT</b>													
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<input checked="" type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial											

**JUDGMENT**

1.  **BY DEFAULT**
  - a. Defendant was properly served with a copy of the summons and complaint.
  - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
  - c. Defendant's default was entered by the clerk upon plaintiff's application.
  - d.  **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
  - e.  **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
    - (1)  plaintiff's testimony and other evidence.
    - (2)  plaintiff's written declaration (Code Civ. Proc., § 585(d)).
  
2.  **ON STIPULATION**
  - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
  - b.  the signed written stipulation was filed in the case.
  - c.  the stipulation was stated in open court  the stipulation was stated on the record.
  
3.  **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
  - a. The case was tried on (date and time):  
before (name of judicial officer):
  - b. Appearances by:
 

<input type="checkbox"/> Plaintiff (name each): (1) (2) <input type="checkbox"/> Continued on Attachment 3b.  <input type="checkbox"/> Defendant (name each): (1) (2) <input type="checkbox"/> Continued on Attachment 3b.	<input type="checkbox"/> Plaintiff's attorney (name each): (1) (2)  <input type="checkbox"/> Defendant's attorney (name each): (1) (2)
--	--
  - c.  Defendant did not appear at trial. Defendant was properly served with notice of trial.
  - d.  A statement of decision (Code Civ. Proc., § 632)  was not  was requested.

PLAINTIFF: <b>TORKOM ROBERT ALTOUNIAN</b>	CASE NUMBER: <b>EC065347</b>
DEFENDANT: <b>FRANCISCO TISNADO CERVANTES et. al.</b>	

JUDGMENT IS ENTERED AS FOLLOWS BY:  THE COURT  THE CLERK

4.  **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a.  for plaintiff (name each):  
**TORKOM ROBERT ALTOUNIAN**  
and against defendant (names):  
**FRANCISCO TISNADO CERVANTES**

c.  for cross-complainant (name each):  
  
and against cross-defendant (name each):

Continued on Attachment 5a.

Continued on Attachment 5c.

b.  for defendant (name each):

d.  for cross-defendant (name each):

6. **Amount.**

a.  Defendant named in item 5a above must pay plaintiff on the complaint:

c.  Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input checked="" type="checkbox"/> Damages	<del>\$ 25,000</del> <b>\$ 575,000</b>	
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of <b>7 %</b>	\$ 00.00	
(3)	<input type="checkbox"/> Attorney fees	<del>\$ 00.00</del> <b>\$ 13,850</b>	
(4)	<input type="checkbox"/> Costs	<del>\$ 00.00</del> <b>\$ 495.</b>	
(5)	<input type="checkbox"/> Other (specify):	\$ 00.00	
(6)	<b>TOTAL</b>	<del>\$ 25,000</del> <b>\$ 669,345</b>	

(1)	<input type="checkbox"/> Damages	\$	
(2)	<input type="checkbox"/> Prejudgment interest at the annual rate of %	\$	
(3)	<input type="checkbox"/> Attorney fees	\$	
(4)	<input type="checkbox"/> Costs	\$	
(5)	<input type="checkbox"/> Other (specify):	\$	
(6)	<b>TOTAL</b>	\$	

b.  Plaintiff to receive nothing from defendant named in item 5b.  
 Defendant named in item 5b to recover costs \$  
 and attorney fees \$

d.  Cross-complainant to receive nothing from cross-defendant named in item 5d.  
 Cross-defendant named in item 5d to recover costs \$  
 and attorney fees \$

7.  Other (specify):

Plaintiff is the owner of the type 47-388454 Liquor License and may use all legal means to complete transfer according to the Laws, Rules and Regulations of Department of Alcoholic Beverage Control.

Date: **JUL 14 2017**

  
JUDICIAL OFFICER

Date: **DONNA FIELDS GOLDSTEIN**  
 Clerk, by \_\_\_\_\_, Deputy

(SEAL)

**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy

Plaintiff:  
Defendant:

DOM ROBERT ALTOUNIAN  
FRANCISCO TISNADO CERVANTES et al.

Case Number  
EC065347

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Judgment is against defendant (names):  
FRANCISCO JAVIER CERVANTES  
FESFAR, INC., a Dissolved California Corporation



THE DOCUMENT TO WHICH THIS CERTIFICATE IS  
ATTACHED IS A FULL TRUE, AND CORRECT COPY  
OF THE ORIGINAL ON FILE AND OF RECORD IN  
MY OFFICE JUL 14 2017  
ATTEST \_\_\_\_\_

Sherril R. Carter, Executive Officer of the  
Superior Court of the California County of  
Los Angeles

  
\_\_\_\_\_  
H. HANKINS DEPUTY



ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.:133987 NAME: DAVID FEINSTEIN FIRM NAME: LAW OFFICES OF DAVID B. FEINSTEIN STREET ADDRESS: 14435 SHERMAN WAY SUITE 209 CITY: VAN NUYS STATE: CA ZIP CODE: 91405 TELEPHONE NO.: (818) 787-1187 FAX NO.: (818) 787-1169 E-MAIL ADDRESS: davidfeinstein@msn.com ATTORNEY FOR (name): TORKOM ROBERT ALTOUNIAN	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 300 East Olive Avenue MAILING ADDRESS: Same as above CITY AND ZIP CODE: Burbank 91502 BRANCH NAME: LASC-North Central District Burbank Courthouse	
PLAINTIFF TORKOM ROBERT ALTOUNIAN DEFENDANT FRANCISCO TISNADO CERVANTES et al.	
<b>APPLICATION AND ORDER FOR APPEARANCE AND EXAMINATION</b> <input checked="" type="checkbox"/> ENFORCEMENT OF JUDGMENT <input type="checkbox"/> ATTACHMENT (Third Person) <input checked="" type="checkbox"/> Judgment Debtor <input type="checkbox"/> Third Person	CASE NUMBER: EC065347

**ORDER TO APPEAR FOR EXAMINATION**

1. TO (name):
2. YOU ARE ORDERED TO APPEAR personally before this court, or before a referee appointed by the court, to
  - a.  furnish information to aid in enforcement of a money judgment against you.
  - b.  answer concerning property of the judgment debtor in your possession or control or concerning a debt you owe the judgment debtor.
  - c.  answer concerning property of the defendant in your possession or control or concerning a debt you owe the defendant that is subject to attachment.

Date:	Time:	Dept. or Div.:	Rm.:
Address of court <input checked="" type="checkbox"/> is shown above <input type="checkbox"/> is:			

3. This order may be served by a sheriff, marshal, registered process server, or the following specially appointed person (name):  
 LOS ANGELES COUNTY SHERRIF

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE

**This order must be served not less than 10 days before the date set for the examination.**  
**IMPORTANT NOTICES ON REVERSE**

**APPLICATION FOR ORDER TO APPEAR FOR EXAMINATION**

4.  Original judgment creditor     Assignee of record     Plaintiff who has a right to attach order  
 applies for an order requiring (name):  
 to appear and furnish information to aid in enforcement of the money judgment or to answer concerning property or debt.
5. The person to be examined is
  - a.  the judgment debtor.
  - b.  a third person (1) who has possession or control of property belonging to the judgment debtor or the defendant or (2) who owes the judgment debtor or the defendant more than \$250. An affidavit supporting this application under Code of Civil Procedure section 491.110 or 708.120 is attached.
6. The person to be examined resides or has a place of business in this county or within 150 miles of the place of examination.
7.  This court is **not** the court in which the money judgment is entered or (attachment only) the court that issued the writ of attachment. An affidavit supporting an application under Code of Civil Procedure section 491.150 or 708.160 is attached.
8.  The judgment debtor has been examined within the past 120 days. An affidavit showing good cause for another examination is attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

David Feinstein Bar# 133987 ▶ \_\_\_\_\_

(TYPE OR PRINT NAME) (SIGNATURE OF DECLARANT)

(Continued on reverse)

### Information for Judgment Creditor Regarding Service

If you want to be able to ask the court to enforce the order on the judgment debtor or any third party, you must have a copy of the order personally served on the judgment debtor by a sheriff, marshal, registered process server, or the person appointed in item 3 of the order at least 10 calendar days before the date of the hearing, and have a proof of service filed with the court.

### IMPORTANT NOTICES ABOUT THE ORDER

#### APPEARANCE OF JUDGMENT DEBTOR (ENFORCEMENT OF JUDGMENT)

**NOTICE TO JUDGMENT DEBTOR** If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

#### APPEARANCE OF A THIRD PERSON (ENFORCEMENT OF JUDGMENT)

**(1) NOTICE TO PERSON SERVED** If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

**(2) NOTICE TO JUDGMENT DEBTOR** The person in whose favor the judgment was entered in this action claims that the person to be examined under this order has possession or control of property that is yours or owes you a debt. This property or debt is as follows (*describe the property or debt*):  
THE SUM OF \$669,345.00 IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.

If you claim that all or any portion of this property or debt is exempt from enforcement of the money judgment, you must file your exemption claim in writing with the court and have a copy personally served on the judgment creditor not later than three days before the date set for the examination. You must appear at the time and place set for the examination to establish your claim of exemption or your exemption may be waived.

#### APPEARANCE OF A THIRD PERSON (ATTACHMENT)

**NOTICE TO PERSON SERVED** If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the plaintiff in this proceeding.

#### APPEARANCE OF A CORPORATION, PARTNERSHIP, ASSOCIATION, TRUST, OR OTHER ORGANIZATION

It is your duty to designate one or more of the following to appear and be examined: officers, directors, managing agents, or other persons who are familiar with your property and debts.



**Request for Accommodations.** Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least 5 days before your hearing. Contact the clerk's office for *Request for Accommodation* (form MC-410). (Civil Code, § 54.8.)

DECLARATION FOR SUBPOENA DUCES TECUM

(Any party issuing a subpoena for production of books and/or records must complete this section.)

The undersigned states that the books, papers, documents and/or other things named below and requested by this subpoena are material to the proper presentation of this case, and good cause exists for their production by reason of the following facts:

That FRANCISCO TISNADO CERVANTES has in his possession or under his control the following documents:

See Exhibit "A" attached hereto

Declarant believes and so states that the above items are material to the proper presentation of this case and that good cause exists for the production of the matters and things described herein, by reason of the following facts:

I believe that the above matters or things are material to the proper presentation of this case by production of the requested documents, Plaintiff will be able to further collect this debt.

THEREFORE, declarant prays that Subpena Duces Tecum issue.

(Use additional pages, if necessary, and attach them to this subpoena.)

Executed \_\_\_\_\_, 20 17, at \_\_\_\_\_ Van Nuys \_\_\_\_\_, California.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of Declarant)

METHOD OF DELIVERY of this subpoena:

Personal Service - In accordance with Code of Civil Procedure sections 1987 and 1988, delivery was effected by showing the original and delivering a true copy thereof personally to:

Messenger Service - In accordance with Government Code section 1 1450.20, an acknowledgement of the receipt of this subpoena was obtained by the sender after it was delivered by messenger to:

Certified Mail, Return Receipt Requested - I sent a true copy of this subpoena via certified mail, return receipt requested to:  
(name and address of person)

Francisco Tisnado Cervantes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the hour of \_\_\_\_\_ m., on \_\_\_\_\_, 2017  
City of Van Nuys \_\_\_\_\_, State of California \_\_\_\_\_

\_\_\_\_\_  
(Signature of Declarant)

## EXHIBIT A

## Attachments 2, 3 and 4

## Introductory Instructions

With regard to the documents listed below, you are required to bring originals of each and every document requested. In the event you are unable to obtain originals, after making a diligent effort, you may bring copies of each such requested item.

When any request for documents refers to an account or item in your name, you are to bring the documentation requested as long as such item or account was in your name alone, or in your name in conjunction with any other person or persons, or was in someone else's name but was in your possession or was owned by you or was held by the other person for your benefit.

The papers you were served with compel your appearance in Court at a specific place, date and time. The documentation you are required to bring must be current through the date of the court appearance. Whenever you are requested to bring documentation over a specified period of time, you shall calculate that period of time by commencing with the scheduled date of your court appearance, and working backwards (e.g., if you are required to bring bank statements commencing one year prior to the date of the scheduled court appearance through the date of the court appearance.)

If you fail to bring any or the documents requested herein, in addition to making the scheduled court appearance, the Court will require you to make a second court appearance for purposes of complying with this request. In an attempt to save you time and the inconvenience of having to make **two or more court appearances**, it is in your best interest to bring all the documentation requested below.

**Documents You Are Required To Bring**

1. All vehicle registrations presently in your name or in your name at anytime during the preceding year, including but not limited to the following: automobiles, trucks, airplanes, boats, motorcycles, recreational vehicles, campers, mopeds, and four-wheel drive vehicles.

///

1           2.       All savings and investment accounts currently in your name, and in your name at  
2 anytime during the preceding year, including but not limited to the following types of accounts:  
3 savings, money market, certificates of deposit, treasury bills, mutual funds, investment,  
4 passbook, and any other type of liquid account.

5           3.       All bank statements, including all canceled checks from each and every bank  
6 account in your name, currently and at anytime during the preceding year, unless previously  
7 produced by you at the last judgment debtor exam.

8           4.       Documentary evidence off any money due from any other person, including but  
9 not limited to the following: IOU's, promissory notes, bills of sale, written agreements.

10          5.       Documentary evidence of any employment agreements of which you are currently  
11 a party, or off which you have been a party at anytime during the preceding year.

12          6.       Copies of your federal and state income tax returns, including all schedules  
13 attached thereto for the preceding two calendar and fiscal years.

14          7.       Copies of all W-2 wage slips, and all 1099 forms received by you from any and  
15 all of your employers or persons who paid compensation to you for the preceding two calendar  
16 years.

17          8.       All wage stubs or other documentary evidence of wages received from each and  
18 every employer and from any other source for the preceding year.

19          9.       Your Social Security Card.

20          10.      **Your driver's license, and all other licenses you have, including but not**  
21 **limited to the following: business licenses, professional licenses, government permits**  
22 **involved with the operation of a business or profession, and all vehicle licenses.**

23          11.      All credit cards currently in your name, or in your name at anytime during the  
24 preceding year.

25          12.      All appraisals you currently have or have maintained at anytime during the  
26 preceding five years, showing the value of any real or personal property which you own, or is in  
27 your name, or is in your possession.

28        ///

1           13.     Documentary evidence of all debts, obligations and liabilities you currently have,  
2 or have had at anytime during the preceding year, including but not limited to the following:  
3 promissory notes, IOU's, judgment documents, including abstracts of judgment, credit card  
4 statements, and any other document which would indicate that you owe debts of obligations to  
5 third parties.

6           14.     All statements received within the preceding year from the beneficiaries or any  
7 mortgages or trust deeds you presently maintain or are liable for, including monthly coupon  
8 books and statements, and yearly interest statements.

9           15.     All loans you currently have with any bank, lending institution, financial  
10 institution, business entity or third person, including but not limited to all of the loan documents  
11 and statements received during the preceding year concerning the status of the loan.

12           16.     All statements you have received from any bank, savings and loan association, or  
13 financial institution concerning the status of any account you currently have, or have maintained  
14 during the preceding year.

15           17.     If you are self-employed, or have been at any time during the preceding year,  
16 including but not limited to, having worked as a general partner in a partnership or operated a  
17 business alone or in conjunction with any other person, you are to provide the following  
18 documentation currently maintained, and maintained for the preceding year: all business  
19 licenses, fictitious name statements, books and records of financial affairs, including journals  
20 and general ledger accounts, canceled checks, bank statements, savings and investment accounts,  
21 statements of deposits and withdrawals in the account, documentary evidence of all gross income  
22 and all gross disbursements, and documentary evidence of all assets acquired, currently owned  
23 and maintained and/or sold.

24           18.     All utility bills and other household or residence bills, as set forth below, in your  
25 name and for the residence (if more than one, include each and every residence) you have  
26 resided in for the preceding one year, including but not limited to all of the following:

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- (a) Gas and electric bills;
- (b) All telephone bills, including but not limited to Pacific Bell, AT&T and any long distance calling service or company;
- (c) Water and sewage bills;
- (d) Soft water or water conditioning bills;
- (e) Bills from any soft water drinking company (e.g. Arrowhead) ; and
- (f) Any other bill pertaining to monthly or periodic services used in your residence.

1 RUITILO XXXXXXXXXXXX  
2 TRINIDAD XXXXXXXX  
3 XXXXXXXXXXXXXXXXXXXX  
4 XXXXXXXX, California XXXXXXXX

4 Tel: (XXX) XXX-XXXX

5 email:

6 Plaintiffs In Pro Per Acting without Counsel

7

8

9

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10

**IN THE COUNTY OF SAN BERNARDINO**

11

**CIVIL DIVISION, UNLIMITED JURISDICTION**

12

13

**RUITILO XXXXXXXXXXXXXXXXXXXX** )

Case No.

14

Plaintiffs, )

**COMPLAINT FOR**

15

vs. )

**(1) BREACH OF WRITTEN CONTRACT**

16

**MOTEGI XXXXX, an individual,  
Seller's Broker, Seller's Agent, an  
individual, Escrow XXXXX, an  
Independent Escrow Corporation, Exp.  
Realty XXXXXXXX, HectorXXXX, an  
individual and DOES 1 TO 10** )

**(2) AIDING AND ABETTING FRAUD**

17

**(3) FRAUD IN THE REAL ESTATE PURCHASE CONTRACT**

18

**(4) VIOLATION OF CALIFORNIA CIVIL CODE § 1780(a)**

19

Defendant(s). )

**(5) SPECIFIC PERFORMANCE**

20

**Demand in Complaint \$565,000.00**

21

**Plaintiffs Demands Trial By Jury**

22

COMES NOW THE PLAINTIFFS, **RUITILO XXXXXXXX and TRINIDAD XXXXXXXX**

23

alleges and complains against the Defendants, and each of them hereinafter, as follows:

24

**JURISDICTION AND VENUE**

25

1. This Court has jurisdiction over this matter as Plaintiff asserts five state law

26

claims. Jurisdiction is proper in the San Bernardino Superior Court pursuant to the contract to

27

purchase real property, the Jurisdiction is further proper in this district where the property is

28

located at, 10933 XXXXXXXXXXXX, CA92XXX.







1           14.     Plaintiffs Rutilo XXX and Trinidad XXX (“XXXXX” or Plaintiffs) are  
2 Individuals living in XXXXX County California.

3           15.     On or about 03/02/2023, Herrera and Motegi XXX entered into a Written  
4 Contract regarding the 4 Units apartment complex with the address of 10933,XXX, CA 92XXX.  
5 The 4 Unit Apartment Complex listing agreement described the property as follows:

6           “4 Units ALL 2 br 1 Baths: Just rented Unit B for \$1680 to Sec 8, Unit B and D both rent  
7 for \$725 each. Unit A is vacant as sold as is. Price is \$565,000 a good deal for a 4 unit  
8 property, as others are in the 600K or more range in the area. If you get unit A Rented for same  
9 as B, \$1680, then total gross rent is over \$57,000 a year, over 10%Gross Prop, then if you get B  
10 and D up from low of 725 then... There is a lot of up side in this property.” A true and correct of  
11 the advertisement listing by Seller is attached as Exhibit “B” and is incorporated herein by this  
12 reference.

13  
14           16.     Plaintiffs Rutilo XXXX and Trinidad XXXX has performed all conditions,  
15 covenants, and promises required to be performed in accordance with the terms and conditions  
16 of the above referenced written purchase contract, except for any performance that was excused  
17 by Defendant/Seller.

18           17.     Since entering into the subject written contract in or about April 2023  
19 Defendant/Seller have performed acts sufficient to constitute Fraud, Material Breach of  
20 Contract, Intentional Misrepresentation, and Aiding and Abetting Fraud, in violation of the  
21 Consumer Legal Remedies Act (Cal. Civ. Code §1750 *et seq.*, and Breach of Contract in direct  
22 violation of the California Civil Code §3300 by:

23           (a)     Failing and refusing to honor the terms and conditions of the written  
24 contract.

25     ///

26     ///

27     ///

28     ///

1           18. Defendants and each of them violated the Consumer Legal Remedies Act (Cal.  
2 Civ. Code §1750 *et seq.*) and (Cal. Civ. Code §3300 *et seq.*) when they made false  
3 representations to Rutilo XXXXX and Trinidad XXX during the contract enforcement.  
4 Defendant Seller, qualifies as a “valid business” under the Act, Defendant Seller, is a “person”  
5 for the purposes of the Act, Rutilo XXXXX and Trinidad are “consumers” and the amount of  
6 \$10,000.00 Escrow Deposit was a “transaction.” Rutilo XXX and Trinidad XXXX are serving  
7 notice to Seller / Motegi XXXX, via certified mail, this letter notifying Seller the violations of  
8 the Consumer Legal Remedies Act in April 2024, pursuant to California Civil Code §1782  
9 (a)(1-2). The letter provide Seller, of violating the CLRA by engaging in four separate  
10 prohibited acts as defined under California Civil Code §1770(a). Seller, violated §1770(a)(5) by  
11 making false representations about a characteristic and condition of the Residential Purchase  
12 Agreement and by further refusing to complete the transaction to transfer the premises and  
13 refusing to communicate with Rutilo XXXX and Trinidad XXXX. Seller, violated §1770(a)(7)  
14 by representing that Seller is the owner of the Property located at 10933 XXXX, CA 92XXX  
15 and the real property is in good condition which the property plainly is not in good condition  
16 that will allow Rutilo XXX and Trinidad XXX to purchase without fear of injury. Seller,  
17 violated §1770(a)(14) by representing that the premises are in good condition when in fact such  
18 premises was not conferred and was never in good condition when Rutilo XXXX and Trinidad  
19 XXX entered into the Agreement to Purchase the real estate on 03/02/2023 pursuant to the  
20 written contract terms. Each of the violations by Seller, of §1770(a) gives rise to an  
21 independently actionable claim, and each is plead separately herein. Attached as Exhibit “C”  
22 and incorporated herein by this reference is a true and correct copy of the Property Details  
23 showing Defendant Motegi XXX as owner of the real property as of March 2, 2023.

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1           19. Pursuant to California Civil Code §1780 (a), any consumer who suffers any  
2 damage as a result of the use or employment of any method, act, or practice declared unlawful  
3 by Section 1770 may bring an action for damages against that person. Pursuant to California  
4 Civil Code §1780 (a)(4), Rutilo XXX and Trinidad XXX are entitled to and seeks recovery of  
5 punitive damages because the conduct of Seller, is reprehensible, fraudulent, malicious,  
6 oppressive, and done with reckless disregard of Rutilo XXX and Trinidad XXX's rights. Seller,  
7 caused Rutilo XXX and Trinidad XXX to deposit tender of money into an Escrow account and  
8 also lend to Rutilo XXXX and Trinidad XXX suffering physical injuries due to the stress caused  
9 by Seller who have failed to preserve a defense of "mistake" allowable under California Civil  
10 Code §1784 by failing to make an appropriate correction involved in this action, as is required  
11 by §1784(b).

12           20. On 03/02/2023 Rutilo XXXX and Trinidad XXXX deposited sum of  
13 \$10,000.00 into Escrow. In 04/2023 Rutilo XXXX and Trinidad XXXX was unable to  
14 complete the purchase contract because of the breach caused by seller.

15           21. Rutilo XXXX and Trinidad XXXX will ask the court to find that there is  
16 no fixed formula for determining the amount of punitive damages, and to instruct the jury  
17 that they are not required to award any punitive damages. If the jury decide to award  
18 punitive damages, that the jury should consider all of the following factors in  
19 determining the amount:

20                   (a) How reprehensible was defendant's conduct? In deciding how  
21 reprehensible defendant's conduct was, the jury may consider, among  
22 other factors:

- 23                   1. Whether the conduct caused physical harm;
- 24                   2. Whether defendant disregarded the health or safety of others;
- 25                   3. Whether plaintiff Rutilo XXXX and Trinidad XXX was financially  
26 weak or vulnerable and defendant knew plaintiff was financially weak or  
27 vulnerable and took advantage of them;
- 28                   4. Whether defendant's conduct involved a pattern or practice; and

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5. Whether defendant acted with trickery or deceit.

22. Plaintiffs Rutilo XXXX and Trinidad XXXX prays for judgment against defendant on the grounds that Seller in it' scam to defraud Rutilo XXXX and Trinidad XXX by promising to sell the real property to Rutilo XXX and Trinidad XXX was false. As a direct result Rutilo XXX and Trinidad XXXX have been damaged by the loss in the sum of not less than \$10,000.00 plus court cost, attorney fees and processing fees.

**DAMAGES AND GOOD FAITH DEMAND**

23. Arising immediately from the written contract entered between Rutilo XXXXX and Trinidad XXXX and Seller, as of March 5, 2024, Rutilo XXXX and Trinidad XXXX has incurred damages in the amount of \$10,000 by tendering money to Seller, towards the purchase of the real property and Seller, refuse to honor the purchase contract by failing and refusing to complete the transaction. **In addition, Rutilo XXXX and Trinidad XXXX has suffered the loss of use and enjoyment of the premises, lost rents and profits resulting in the sum of \$565,000.00 and has endured significant mental and emotional stress as a direct result of Seller's behavior.** In total, Rutilo XXXX has been damaged in the amount of not less than **\$565,000.00.**

Accordingly, Rutilo XXXX good faith demand is \$30,000.00 in addition that Seller or Seller's agents must agree to fully execute the purchase contract as agreed.

24. That in connection with and integral to the March 2, 2023 the opening of escrow pursuant to the terms of the purchase agreement. Plaintiffs has performed all conditions, covenants, and promises required to be performed in accordance with the terms and conditions of the above referenced purchase agreement, except for any performance that was excused by Defendants.

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1           31.     That Plaintiffs claims that Defendants violated the duty implied in their  
2 contract/agreement to act fairly and in good faith. To establish this claim, Plaintiffs will prove  
3 all of the following:

4                   1.     That Plaintiffs and Defendants entered into an agreement whereas  
5 defendant Motegi XXXX agreed to sell and Plaintiffs agreed to purchase the real property  
6 described as 10933 Aztec Ln., Adelanto, CA 92307. San Bernardino County for the agreed  
7 amount of \$565,000.00;

8                   2.     That Plaintiffs substantially performed their duties unless Plaintiffs  
9 performance was excused or prevented;

10                  3.     That all conditions required for Defendant’s performance had occurred;

11                  4.     That Defendants prevented Plaintiffs from receiving the benefits under  
12 the purchase Agreement by failing and refusing to transfer to Plaintiffs the real property as  
13 agreed on March 2, 2023;

14                  5.     That by doing so, Defendants did not act fairly and in good faith; and

15                  6.     That Plaintiffs were harmed by Defendants conduct because in every  
16 contract, there is an implied promise that each party will not do anything to unfairly interfere  
17 with the right of any other party to receive the benefits of the contract. (Comunale v. Traders &  
18 General Ins. Co. (1958) 50 Cal.2d 654, 658 [328 P.2d 198].) Defendants action was in breach of  
19 this implied covenant and defendants plan was to have fail and refuse to transfer the real  
20 property to Plaintiffs even after Plaintiffs opened escrow as directed by defendants;

21                  7.     That Defendants conduct was also a mere pretext to cheat Plaintiffs out  
22 of their real property purchase of \$565,000.00 to which Plaintiffs are clearly entitled.

23           32.     That because of Defendants breach of the agreement described in Paragraph 12,  
24 Plaintiff has suffered general and consequential damages, including lost of income, court costs,  
25 expenses in preparing to bring this matter to the State court. Plaintiff is therefore entitled to  
26 damages of no less than \$565,500.00.

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1 **SECOND CAUSE OF ACTION**

2 **(Aiding and Abetting Fraud)**

3 **(Against Defendants Seller's Broker, Seller's Agent, Escrow XXXX**

4 **Realty of XXXXX, Hector XXXXX)**

5 **(And Does 1 to 10)**

6 33. Plaintiffs hereby realleges and incorporates by reference the allegations in  
7 paragraphs 1 through 32 as though fully set forth in this cause of action.

8 34. That at the time plaintiff and defendants entered into the Agreement referred to in  
9 Paragraph 12, and after the purchase price was receive the real property was to be transferred to  
10 Plaintiffs and the agreement was adequate and is just and reasonable as to defendants, as the  
11 agreed price, at the time the agreement was entered, the fair market value of \$565,000.00 for the  
12 real property is just and fair.

13 35. That Plaintiffs claims that they are harmed by Defendants continuing and  
14 refusing to transfer the real property to Plaintiffs.

15 36. That Plaintiffs stands ready willing and able to complete the purchase as agreed.  
16 Plaintiffs asserts that if the court find that Defendants are responsible as an aider and abetter if  
17 Plaintiffs proves all of the following:

18 1. That Defendants and each of them knew that a fraud was being committed  
19 by Defendant Motegi XXX against Plaintiffs;

20 2. That Defendants and each of them gave substantial assistance or  
21 encouragement to Defendant Motegi XXX and

22 3. That Defendants and each of them conduct was a substantial factor in  
23 causing harm to Plaintiffs.

24 37. That mere knowledge that a fraud was being committed and the failure to prevent  
25 it do not constitute aiding and abetting.

26 38. That Plaintiffs seeks to hold Defendants and each of them responsible for the  
27 wrongful conduct of Defendant Motegi XXXX on a theory of aiding and abetting.

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1           47. That Plaintiffs asserts that Defendants performed acts sufficient to constitute  
2 “Fraud” in the meaning of an intentional misrepresentation, deceit, or concealment of a material  
3 fact with the intention of depriving Plaintiffs of their credit or of a legal right or otherwise to  
4 cause Plaintiffs injury.

5           48. That the reason why Defendants continue to make false promises to Plaintiffs is  
6 because Defendants believed that Plaintiffs would just give up on receiving Title ownership in  
7 the real property located at 109XX XXXXX CA 92XXX and disappear. Instead Plaintiffs  
8 seeks to have this case heard in the State Court as to their rights to receive their Title  
9 ownership of of the real property located at 109XX XXXXXX CA 92XXX as promised.

10           49. Plaintiffs ask this court to decide that Defendants conduct caused Plaintiffs harm,  
11 and ask the court to determine whether that conduct justifies an award of punitive damages.  
12 Plaintiffs asserts that the purposes of punitive damages are to punish a wrongdoer for the  
13 conduct that harmed the Plaintiffs and to discourage similar conduct in the future.

14           50. Plaintiffs seeks an award for punitive damages because Plaintiffs has proven by  
15 clear and convincing evidence that Defendants engaged in that conduct with malice, oppression,  
16 or fraud.

17                   “Malice” means that Defendants acted with intent to cause injury or that  
18 Defendant’s conduct was despicable and was done with a willful and knowing  
19 disregard of the rights or safety of another. A person acts with knowing disregard  
20 when he or she is aware of the probable dangerous consequences of his or her  
21 conduct and deliberately fails to avoid those consequences.”

22                   “Oppression” means that Defendant’s conduct was despicable and subjected  
23 Plaintiff to cruel and unjust hardship in knowing disregard of his rights.”

24                   “Despicable conduct” is conduct that is so vile, base, or contemptible that it  
25 would be looked down on and despised by reasonable people.”

26                   “Fraud” means that Defendants intentionally misrepresented a material fact that  
27 Plaintiffs would receive Title ownership after opening escrow with the sum of  
28 \$10,000 and thereafter delivering the balance of the purchase price totaling the

1 sum of \$565,000.00 as promised and did so intending to harm Plaintiffs.”

2 51. Plaintiffs ask this court to find that there is no fixed formula for determining the  
3 amount of punitive damages, and to instruct the jury that they are not required to award any  
4 punitive damages. If the jury decide to award punitive damages, that the jury should consider all  
5 of the following factors in determining the amount:

6 (a) How reprehensible was defendant’s conduct? In deciding how reprehensible  
7 defendant’s conduct was, the jury may consider, among other factors:

- 8 1. Whether the conduct caused physical harm;
- 9 2. Whether defendant disregarded the health or safety of others;
- 10 3. Whether Plaintiffs was financially weak or vulnerable and defendants knew  
11 Plaintiff was financially weak or vulnerable and took advantage of them;
- 12 4. Whether defendants conduct involved a pattern or practice; and
- 13 5. Whether defendants acted with trickery or deceit.

14 52. Plaintiff prays for judgment against defendants on the grounds that defendants in  
15 their scam to defraud Plaintiffs by promising to honor purchase agreement. As a direct result  
16 Plaintiffs have been damaged by the loss in the sum of \$565,000.00 plus court cost and  
17 processing fees.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Civil Code § 1780(a)**

3 **(Against Defendants Seller’s Broker, Seller’s Agent, Escrow XXXXX**

4 **Realty of XXXXX, Hector XXXXXX)**

5 **(And Does 1 to 10)**

6 53. Plaintiffs hereby realleges and incorporates by reference the allegations in  
7 paragraphs 1 through 52 as though fully set forth in this cause of action.

8 54. On or about 03/02/2023, Herrera and Motegi XXX entered into a Written  
9 Contract regarding the 4 Units apartment complex with the address of 109XX XXXXXXXXX,  
10 CA 92XXX. The 4 Unit Apartment Complex listing agreement described the property as  
11 follows:

12 “4 Units ALL 2 br 1 Baths: Just rented Unit B for \$1680 to Sec 8, Unit B and D both rent  
13 for \$725 each. Unit A is vacant as sold as is. Price is \$565,000 a good deal for a 4 unit  
14 property, as others are in the 600K or more range in the area. If you get unit A Rented for same  
15 as B, \$1680, then total gross rent is over \$57,000 a year, over 10%Gross Prop, then if you get B  
16 and D up from low of 725 then... There is a lot of up side in this property.” A true and correct of  
17 the advertisement listing by Seller is attached as Exhibit “B” and is incorporated herein by this  
18 reference.

19 Plaintiffs Rutilo XXXXXX has performed all conditions, covenants, and promises  
20 required to be performed in accordance with the terms and conditions of the above referenced  
21 written purchase contract, except for any performance that was excused by Defendant/Seller.

22 Since entering into the subject written contract in or about April 2023 Defendant/Seller  
23 have performed acts sufficient to constitute Fraud, Material Breach of Contract, Intentional  
24 Misrepresentation, and Aiding and Abetting Fraud, in violation of the Consumer Legal  
25 Remedies Act (Cal. Civ. Code §1750 *et seq.*, and Breach of Contract in direct violation of the  
26 California Civil Code §3300 by:

27  
28 (a) Failing and refusing to honor the terms and conditions of the written

1 contract.

2 Defendants and each of them violated the Consumer Legal Remedies Act (Cal. Civ.  
3 Code §1750 *et seq.*) and (Cal. Civ. Code §3300 *et seq.*) when they made false representations to  
4 Rutilo F. Herrera and Trinidad Herrera during the contract enforcement. Defendant Seller,  
5 qualifies as a “valid business” under the Act, Defendant Seller, is a “person” for the purposes of  
6 the Act, Rutilo XXXXXX and Trinidad XXXX are “consumers” and the amount of \$10,000.00  
7 Escrow Deposit was a “transaction.” Rutilo XXXXXX Trinidad XXXX are serving notice to  
8 Seller / Motegi XXXX, via certified mail, this letter notifying Seller the violations of the  
9 Consumer Legal Remedies Act in April 2024, pursuant to California Civil Code §1782 (a)(1-2).  
10 The letter provide Seller, of violating the CLRA by engaging in four separate prohibited acts as  
11 defined under California Civil Code §1770(a). Seller, violated §1770(a)(5) by making false  
12 representations about a characteristic and condition of the Residential Purchase Agreement and  
13 by further refusing to complete the transaction to transfer the premises and refusing to  
14 communicate with Rutilo XXXXXX and Trinidad XXXXXX. Seller, violated §1770(a)(7) by  
15 representing that Seller is the owner of the Property located at 109XXX XXXXXX CA 92XXX  
16 and the real property is in good condition which the property plainly is not in good condition  
17 that will allow Rutilo XXXX and Trinidad XXXXXX to purchase without fear of injury. Seller,  
18 violated §1770(a)(14) by representing that the premises are in good condition when in fact such  
19 premises was not conferred and was never in good condition when Rutilo F. Herrera and  
20 Trinidad Herrera entered into the Agreement to Purchase the real estate on 03/02/2023 pursuant  
21 to the written contract terms. Each of the violations by Seller, of §1770(a) gives rise to an  
22 independently actionable claim, and each is plead separately herein.

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1 Pursuant to California Civil Code §1780 (a), any consumer who suffers any damage as a  
2 result of the use or employment of any method, act, or practice declared unlawful by Section  
3 1770 may bring an action for damages against that person. Pursuant to California Civil Code  
4 §1780 (a)(4), Rutilo XXXXX Trinidad XXXXX are entitled to and seeks recovery of punitive  
5 damages because the conduct of Seller, is reprehensible, fraudulent, malicious, oppressive, and  
6 done with reckless disregard of Rutilo XXXX and Trinidad XXXX's rights. Seller, caused  
7 Rutilo XXXX and Trinidad XXXXX to deposit tender of money into an  
8 Escrow account and also lend to Rutilo XXX suffering physical injuries due to the stress caused  
9 by Seller who have failed to preserve a defense of "mistake" allowable under California Civil  
10 Code §1784 by failing to make an appropriate correction involved in this action, as is required  
11 by §1784(b).

12 On 03/02/2023 Rutilo XXXX and Trinidad XXXX deposited sum of \$10,000.00 into  
13 Escrow. In 04/2023 Rutilo XXXX and Trinidad XXXX was unable to complete the  
14 purchase contract because of the breach caused by seller.

15 Rutilo XXX and Trinidad XXXX will ask the court to find that there is no fixed  
16 formula for determining the amount of punitive damages, and to instruct the jury that  
17 they are not required to award any punitive damages. If the jury decide to award punitive  
18 damages, that the jury should consider all of the following factors in determining the  
19 amount:

20 (a) How reprehensible was defendant's conduct? In deciding how  
21 reprehensible defendant's conduct was, the jury may consider, among  
22 other factors:

- 23 1. Whether the conduct caused physical harm;
- 24 2. Whether defendant disregarded the health or safety of others;
- 25 3. Whether plaintiff Rutilo XXXX and Trinidad XXXX was financially  
26 weak or vulnerable and defendant knew plaintiff was financially weak or  
27 vulnerable and took advantage of them;
- 28 4. Whether defendant's conduct involved a pattern or practice; and

1 5. Whether defendant acted with trickery or deceit.

2 Plaintiffs Rutilo XXX and Trinidad XXXX prays for judgment against defendant on the  
3 grounds that Seller in it' scam to defraud Rutilo XXXX and Trinidad XXXX by promising  
4 to sell the real property to Rutilo XXXX and Trinidad XXXX was false. As a direct result  
5 Rutilo XXX and Trinidad XXXX have been damaged by the loss in the sum of not less than  
6 \$10,000.00 plus court cost, attorney fees and processing fees.

7 **DAMAGES AND GOOD FAITH DEMAND**

8 Arising immediately from the written contract entered between Rutilo XXXXX and  
9 Trinidad XXXX and Seller, as of March 5, 2024, Rutilo XXXX and Trinidad XXXX has  
10 incurred damages in the amount of \$10,000 by tendering money to Seller, towards the purchase  
11 of the real property and Seller, refuse to honor the purchase contract by failing and refusing to  
12 complete the transaction. **In addition, Rutilo XXXX and Trinidad XXXX has suffered the**  
13 **loss of use and enjoyment of the premises, lost rents and profits resulting in the sum of**  
14 **\$565,000.00 and has endured significant mental and emotional stress as a direct result of**  
15 **Seller's behavior.** In total, Rutilo XXXX and Trinidad XXXX has been damaged in the  
16 amount of not less than **\$565,000.00.**

17 Accordingly, Rutilo XXXX and Trinidad XXXX's good faith demand is \$30,000.00 in  
18 addition that Seller or Seller's agents must agree to fully execute the purchase contract as  
19 agreed.

20 That in connection with and integral to the March 2, 2023 the opening of escrow  
21 pursuant to the terms of the purchase agreement. Plaintiffs has performed all conditions,  
22 covenants, and promises required to be performed in accordance with the terms and conditions  
23 of the above referenced purchase agreement, except for any performance that was excused by  
24 Defendants.

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6. For an order of the court for Specific Performance to purchase the real property located at 109XX CA 92XXX, San Bernardino county pursuant to the listing agreement; and

7. Such other and further legal and equitable relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demands a trial by jury.

Dated:

Respectfully submitted,

\_\_\_\_\_  
RUTILO XXXXXX  
Plaintiff, without counsel

\_\_\_\_\_  
TRINIDAD XXXXX  
Plaintiff, without counsel

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**VERIFICATION**

We are the Plaintiffs in this action. We have read the foregoing Complaint for Breach of Written Contract, Aiding and Abetting Fraud, Fraud, Violation of California Civil Code § 1780(a) and Specific Performance is true of our own knowledge, except as to those matters stated on information or belief, and as to those matters, We believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 18<sup>th</sup>, day of April, 2024 at XXXXXX California.

\_\_\_\_\_  
RUTILO XXXXX  
Plaintiff, without counsel

\_\_\_\_\_  
TRINIDAD XXXXX  
Plaintiff, without counsel

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**Photo** ▼ **Done**

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## Wire Transfer Services

Outgoing Wire Transfer Request

Today's Date: 03/02/2023 Wells Fargo Reference Number: FW0000224061708624  
Banker Name: [REDACTED] Officer/Portfolio Number: CPO13  
Banker Number: 951/549-7200 | 04905 Banker AU: 0000224 Banker MAC: E3509-011

Outgoing wires can only be sent for Wells Fargo customers. Provide the Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on pages 3 and 4. Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the Mexican CLABE number, the SWIFT BIC, the International Routing Code ("IRC"), Indian Financial System Code (IFSC) and the International Bank Account Number ("IBAN").

**Originator's Information**

Originator Name: [REDACTED]	Street Address: [REDACTED]
Primary ID: [REDACTED]	Address Line 2: [REDACTED]
Secondary ID Type: NONE	Address Line 3: [REDACTED]
Secondary ID Description: DLIC	City: [REDACTED]
Secondary ID State/Country: CA	State: CA
Secondary ID Issue Date: 04/19/2021	Country: US
Primary ID Expiration Date: NONE	ZIP/Postal Code: 92880-9626
Secondary ID Expiration Date: 06/05/2025	Home Phone: 323/496-2674
	Business Phone: [REDACTED]

**Wire Amount and Source of Funds**

Create AU: 0000224	Amount (US Dollars): \$10,000.00	Debit Wells Fargo Account: 5141344274	Bank/COD: 00114
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**Beneficiary/Recipient Information** (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name: ESCROW [REDACTED]	Name/Address Line 1: [REDACTED]
Beneficiary Account Number (Foreign)/CLABE (Mexico): 3505174670	Name/Address Line 2: [REDACTED]
Purpose of Funds: [REDACTED]	Name/Address Line 3: [REDACTED]
	Beneficiary Phone Number: [REDACTED]

**Additional Instructions**  
Credit to Escrow No 23-1035-WC

Customer Copy

WTR6603 (2-20 SVP) Page 1 of 4

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Exhibit "A"  
Escrow Deposit \$10,000  
on 3-2-2023 Escrow # 23-1035-WC

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matrix.crmls.org

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**INTERIOR**

INTERIOR ACCESSIBILITY:	APPLIANCES: FLOORING:	ENTRY LEVEL: / FIREPLACE:	SQFT STUDIO AVG: SQFT 1 BED AVG: SQFT 2 BED AVG: SQFT 3 BED AVG:
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**EXTERIOR**

EXTERIOR DIRECTION FACES:	SECURITY: SEWER:	LOT: POOL:	FENCING: SPA:
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**BUILDING**

BUILDER NAME: BUILDER MODEL:	ARCH STYLE: DOORS: WINDOWS:	ROOF: FOUNDATION DTLS: PROP CONDITION:	CONSTR MTRLS: OTHER STRUCTURES: NEW CONSTRUCTION YN:
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**GARAGE AND PARKING**

UNCOVERED SPACES:	PARKING TOTAL:	GARAGE SPACES:	CARPORT SPACES:
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**GREEN**

GREEN ENERGY GEN: WALKSCORE:	GREEN ENERGY EFF:	GREEN SUSTAIN:	GREEN WTR CONSERV:
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**POWER PRODUCTION**

POWER PRODUCTION:	GREEN VERIFICATION:		
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**COMMUNITY**

HOA DUES 1: HOA DUES 2: HOA DUES 3: COMMUNITY: HOA MANAGEMENT NAME: HOA MANAGEMENT NAME 2: HOA MANAGEMENT NAME 3:	HOA 1 NAME: HOA 2 NAME: HOA 3 NAME:	HOA PHONE 1: HOA PHONE 2: HOA PHONE 3:	HOA AMENITIES: STORIES TOTAL: 2
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**LAND**

LAND LEASE?: COMMON INTEREST: LAND LEASE AMOUNT: LAND LEASE AMT FREQ:	ELEVATION: ASSESSMENTS: PARCEL #: 0459541060000 ADDITIONAL PARCEL(s): No	TAX LOT: LOT SIZE DIM: 69x135	TAX BLOCK: TAX TRACT #: ZONING:
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**LISTING**

BAC: 2% BAC REMARKS: DEAL/WALK RATE?: CURRENT FINANCING: POSSESSION: FINANCIAL INFO AS OF: CONTINGENCY LIST:	LIST TERMS: LIST AGRMT: Seller Reserved LIST SERVICE: Full Service AD NUMBER: DISCLOSURES: INTERNET_AVM7/COMM7: Yes/Yes INTERNET_ADDRESS7: Yes/Yes NEIGHBORHOOD MARKET REPORT YN?:	<b>DATES</b> LIST CONTRACT DATE: 07/07/22 START SHOWING DATE: ON MARKET DATE: 07/09/22 PRICE CHG TIMESTAMP: 02/08/23 STATUS CHG TIMESTAMP: 03/20/23 MOD TIMESTAMP: 03/20/23 EXPIRED DATE: PURCH CONTRACT DATE: 03/20/23 ENDING DATE:
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**CONTINGENCY:**  
**PRIVATE REMARKS:**

**SHOWING INFORMATION**

SHOW CONTACT TYPE: SHOW CONTACT NAME: SHOW CONTACT PHONE: SHOWING INSTRUCTIONS: Showing Instructions: DRIVING DIRECTIONS: Near the corner of Aztec Ln and Hermosa Rd off of Barlett Ave	LOCK BOX LOCATION: LOCK BOX DESCRIPTION:	OWNER'S NAME:
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**AGENT / OFFICE**

LA: (CLW-C130620) [REDACTED] CoLA: LO: (CLW-[REDACTED]) LO PHONE: CoLO: CoLO PHONE:	LA State License: [REDACTED] CoLA State License: LO State License: [REDACTED] LO FAX: 310-481- CoLO State License: CoLO FAX: Office Email:	<b>CONTACT PRIORITY</b> 1.LA CELL: 2.OTHER: 3.LA EMAIL: 4.CO.LA CELL: 5.OTHER: 6.CO.LA EMAIL:
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**COMPARABLE INFORMATION**

CLOSE PRICE: LIST PRICE: \$565,000 LIST \$ ORIGINAL: PURCH CONTRACT DT: 03/20/23 DOM/CDOM: 254/254	BA: ( ) BO: BA State License: BO State License:	CoBA: ( ) CoBO: CoBA State License: CoBO State License:	BUYER FINANCING: CONCESSIONS \$: CONCESSION CMTS: ENDING DATE:
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**PHOTOS**

Click Arrow to display Photos

Report a Potential Violation

Actions Refine Save Carls Previous 1 Next

Criteria Email Print Share Link CMA Directions Stats Export Cloud CMA ShowingTime

Exhibit "B"  
MLS Listing On Market Date 07/09/2022  
apn 0459541060000  
Purchase Contract Date 03/20/2023

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prd.realist.com

< BACK PROPERTY DETAILS >

109[REDACTED]  
San Bernardino County ☆

Owner Information

Owner Name	Motegi [REDACTED]
Tax Billing Zip	9[REDACTED]
Owner Name 2	
Tax Billing Zip+4	3305
Mail Owner Name	Kazuo [REDACTED]
Owner Vesting	
Tax Billing Address	[REDACTED]
Owner Occupied	No
Tax Billing City & State	Los Angeles, CA
No Mail Flag	

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Exhibit "C"  
Property Details

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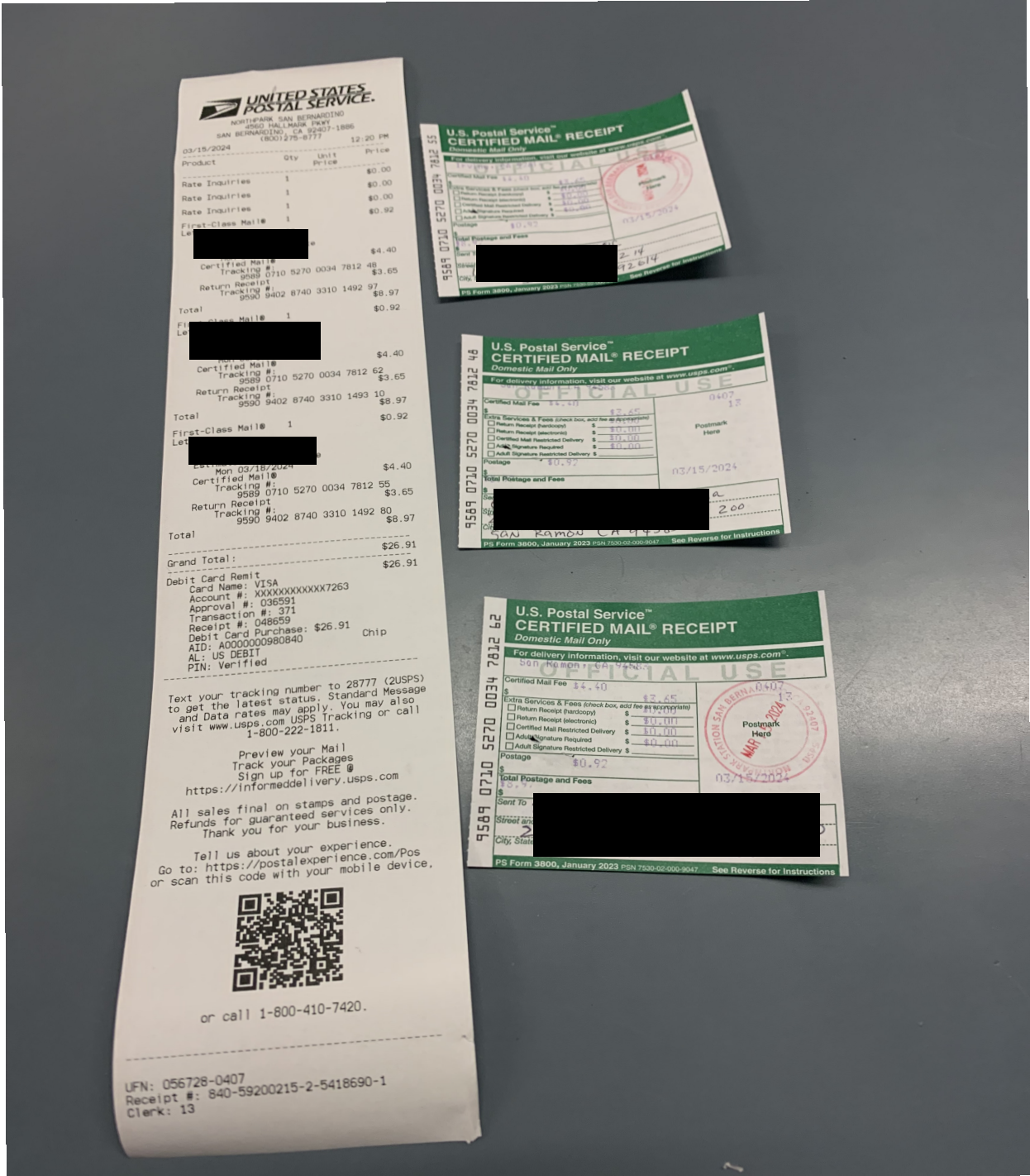


Exhibit "D"  
Proof of Service of Certified Mail Pursuant to Consumer Legal Remedies Act (Cal. Civ. Code Section 1750 et seq.)

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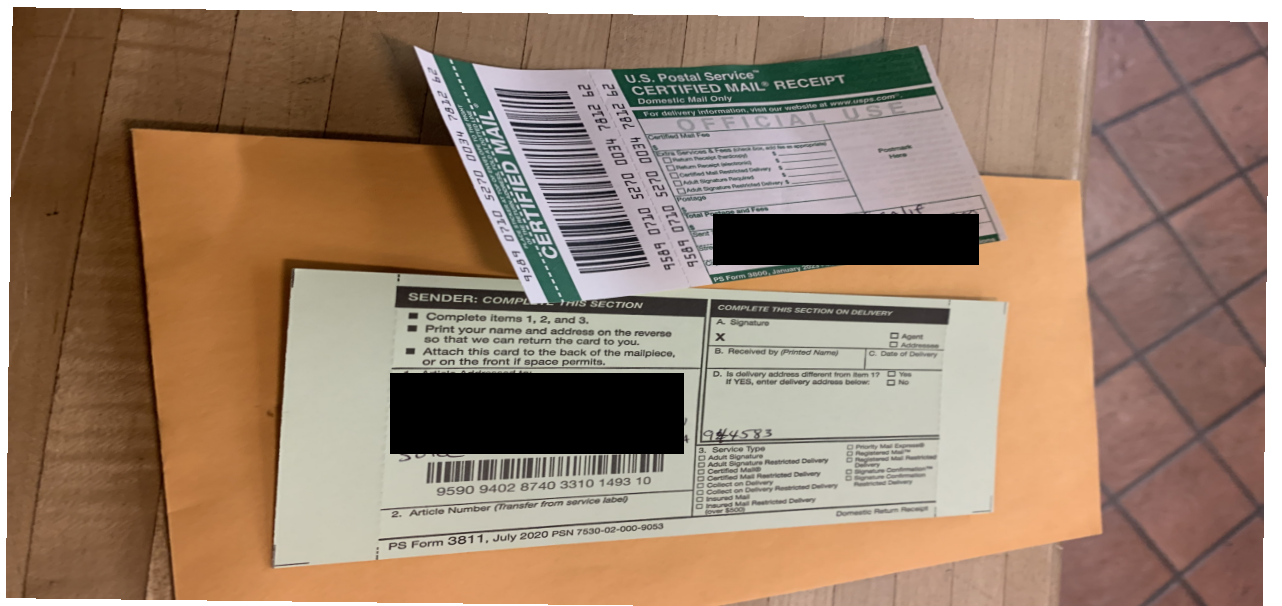


Exhibit "D"  
Proof of Service of Certified Mail Pursuant to Consumer Legal Remedies Act (Cal. Civ. Code Section 1750 et seq.)



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**USPS Tracking®** Tracking / FAQs >

Track Packages Anytime, Anywhere Get the free Informed Delivery® feature to receive automated notifications on your packages [Learn More](#)

Tracking Number: **9589071052700034781248** Remove Feedback

Copy Add to Informed Delivery

**Latest Update**  
Your item was delivered to an individual at the address at 11:52 am on March 18, 2024 in SAN RAMON, CA 94583.  
Get More Out of USPS Tracking:  
[USPS Tracking Plus®](#)

**Delivered**  
Delivered, Left with Individual  
What Do USPS Tracking Statuses Mean?

10:18 AM Tue Mar 26  
tools.usps.com

**USPS Tracking®** Tracking / FAQs >

Track Packages Anytime, Anywhere Get the free Informed Delivery® feature to receive automated notifications on your packages [Learn More](#)

Remove Feedback

**Latest Update**  
Your item was delivered to an individual at 12:04 pm on March 18, 2024  
Get More Out of USPS Tracking:  
[USPS Tracking Plus®](#)

**Delivered**  
Delivered, Left with Individual  
See All Tracking History  
What Do USPS Tracking Statuses Mean?

Text & Email Updates

USPS Tracking Plus®

10:23 AM Tue Mar 26  
tools.usps.com

**USPS Tracking®** Tracking / FAQs >

Track Packages Anytime, Anywhere Get the free Informed Delivery® feature to receive automated notifications on your packages [Learn More](#)

Remove X Feedback

**Latest Update**  
Your item was delivered to an individual at 11:52 am on March 18, 2024 in SAN RAMON, CA 94583.  
Get More Out of USPS Tracking:  
[USPS Tracking Plus®](#)

**Delivered**  
Delivered, Left with Individual  
What Do USPS Tracking Statuses Mean?

Text & Email Updates

USPS Tracking Plus®

Exhibit "D"  
Proof of Service of Certified Mail Pursuant to Consumer Legal Remedies Act (Cal. Civ. Code Section 1750 et seq.)

**RUTILO** [REDACTED]

[REDACTED] 626

c/o email: [REDACTED]

Consumers **RUTILO** [REDACTED] respectfully submits this demand **letter** in support of [REDACTED] ES 1 through 10, violated the California Civil Code § 3300; Material Breach of Contract and the Consumer Legal Remedies Act (Cal. Civ. Code §1750 *et seq.*) by committing Fraud, Aiding and Abetting Fraud, Material Breach of Contract and Intentional Misrepresentation. Consumers Rutilo F. Herrera and Trinidad Herrera seeks Specific Performance as a legal remedy because monetary damages are inadequate to fully compensate them and they are seeking a court order that compels the defaulting party to complete the real estate transaction according to the terms of the original contract.

**STATEMENT OF FACTS ON DEMAND FOR DAMAGES FOR  
BREACH OF WRITTEN CONTRACT**

The seller Motegi [REDACTED] and buyers have entered into a valid and enforceable contract. On 03/02/2023 the buyers submitted the offer to the purchase agreement and on 03/02/2023 the seller through his real estate broker executed a document accepting the buyers offer. Escrow was opened on 03/02/2023. Buyers claims the existence of a valid and enforceable contract. This contract is attached as Exhibit "A" and outline the terms and conditions of the real estate transaction which in pertinent parts states as follows: "4 Units ALL 2 br 1 Baths: Just rented Unit B for \$1680 to Sec 8, Unit B and D both rent for \$725 each. Unit A is vacant as sold as is. Price is \$565,000 a good deal for a 4 unit property, as others are in the 600K or more range in the area. If you get unit A Rented for same as B, \$1680, then total gross rent is over \$57,000 a year, over 10%Gross Prop, then if you get B and D up from low of 725 then... There is a lot of up side in this property."

Breach of Contract: Buyers can prove that the seller has breached the terms of the contract. The breach involve failure to complete the sale, transfer ownership, or fulfill other obligations specified in the contract.

Plaintiffs Rutilo [REDACTED] (or Plaintiff) are Individuals living in San Bernardino County California.

On or about 03/02/2023, Herrera and Motegi [REDACTED] ed into a Written Contract regarding the 4 Units apartment complex with the address of 109 [REDACTED] CA 92307. Said written contract is attached hereto as Exhibit "A" and is incorporated herein by this reference. The 4 Unit Apartment Complex listing agreement described the property as follows:

"4 Units ALL 2 br 1 Baths: Just rented Unit B for \$1680 to Sec 8, Unit B and D both rent for \$725 each. Unit A is vacant as sold as is. Price is \$565,000 a good deal for a 4 unit property, as others are in the 600K or more range in the area. If you get unit A Rented for same as B, \$1680, then total gross rent is over \$57,000 a year, over 10%Gross Prop, then if you get B and D up from low of 725 then... There is a lot of up side in this property." A true and correct of the advertisement listing by Seller is attached as Exhibit "A" and is incorporated herein by this reference.

Rutilo [REDACTED] has performed all conditions, covenants, and promises required to be performed in accordance with the terms and conditions of the above referenced written purchase contract, except for any performance that was excused by Defendant/Seller.

Since entering into the subject written contract in or about April 2023 Defendant/Seller have performed acts sufficient to constitute Fraud, Material Breach of Contract, Intentional Misrepresentation, and Aiding and Abetting Fraud, in violation of the Consumer Legal Remedies Act (Cal. Civ. Code §1750 *et seq.*, and Breach of Contract in direct violation of the California Civil Code §3300 by:

(a) Failing and refusing to honor the terms and conditions of the written contract.

Defendant violated the Consumer Legal Remedies Act (Cal. Civ. Code §1750 *et seq.*) and (Cal. Civ. Code §3300 *et seq.*) when he made false representations to Rutilo F. Herrera and Trinidad Herrera during the contract enforcement. Defendant Seller, qualifies as a “valid business” under the Act, Defendant Seller, is a “person” for the purposes of the Act, Rutilo F. Herrera and Trinidad Herrera are “consumers” and the amount of \$10,000.00 Escrow Deposit was a “transaction.” Rutilo F. Herrera and Trinidad Herrera are serving notice to Seller / Motegi Kazuo, via certified mail, this letter notifying Seller the violations of the Consumer Legal Remedies Act in April 2024, pursuant to California Civil Code §1782 (a)(1-2). The letter provide Seller, of violating the CLRA by engaging in four separate prohibited acts as defined under California Civil Code §1770(a). Seller, violated §1770(a)(5) by making false representations about a characteristic and condition of the Residential Purchase Agreement and by further refusing to complete the transaction to transfer the premises and refusing to communicate with Rutilo [REDACTED]. Seller, violated §1770(a)(7) by representing that Seller is the owner of the Property located at 10 [REDACTED] and the real property is in good condition which the property plainly is not in good condition that will allow Rutilo F. Herrera and Trinidad Herrera to purchase without fear of injury. Seller, violated §1770(a)(14) by representing that the premises are in good condition when in fact such premises was not conferred and was never in good condition when Rutilo [REDACTED] entered into the Agreement to Purchase the real estate on 03/02/2023 pursuant to the written contract terms. Each of the violations by Seller, of §1770(a) gives rise to an independently actionable claim, and each is plead separately herein.

Pursuant to California Civil Code §1780 (a), any consumer who suffers any damage as a result of the use or employment of any method, act, or practice declared unlawful by Section 1770 may bring an action for damages against that person. Pursuant to California Civil Code §1780 (a)(4), Rutilo [REDACTED] are entitled to and seeks recovery of punitive damages because the conduct of Seller, is reprehensible, fraudulent, malicious, oppressive, and done with reckless disregard of Rutilo F. Herrera and Trinidad Herrera’s rights. Seller, caused Rutilo [REDACTED] to deposit tender of money into an Escrow account and also lend to Rutilo [REDACTED] suffering physical injuries due to the stress caused by Seller who have failed to preserve a defense of “mistake” allowable under California Civil Code §1784 by failing to make an appropriate correction involved in this action, as is required by §1784(b).

On 03/02/2023 Rutilo [REDACTED] deposited sum of \$10,000.00 into Escrow

In 04/2023 Rutilo [REDACTED] was unable to complete the purchase contract because of the breach caused by seller.

1. Rutilo [REDACTED] will ask the court to find that there is no fixed formula for determining the amount of punitive damages, and to instruct the jury that they are not required to award any punitive damages. If the jury decide to award punitive damages, that the jury should consider all of the following factors in determining the amount:

(a) How reprehensible was defendant's conduct? In deciding how reprehensible defendant's conduct was, the jury may consider, among other factors:

1. Whether the conduct caused physical harm;
2. Whether defendant disregarded the health or safety of others;
3. Whether plaintiff Rutilo [REDACTED] was financially weak or vulnerable and defendant knew plaintiff was financially weak or vulnerable and took advantage of them;
4. Whether defendant's conduct involved a pattern or practice; and
5. Whether defendant acted with trickery or deceit.

Rutilo [REDACTED] prays for judgment against defendant on the grounds that Seller in it' scam to defraud Rutilo [REDACTED] by promising to sell the real property to Rutilo [REDACTED] was false. As a direct result Rutilo [REDACTED] have been damaged by the loss in the sum of not less than \$10,000.00 plus court cost, attorney fees and processing fees.

**DAMAGES AND GOOD FAITH DEMAND**

Arising immediately from the written contract entered between Rutilo F. Herrera and Trinidad Herrera and Seller, as of March 5, 2024, Rutilo [REDACTED] has incurred damages in the amount of \$10,000 by tendering money to Seller, towards the purchase of the real property and Seller, refuse to honor the purchase contract by failing and refusing to complete the transaction. **In addition, Rutilo [REDACTED] has suffered the loss of use and enjoyment of the premises, lost rents and profits resulting in the sum of \$565,000.00 and has endured significant mental and emotional stress as a direct result of Seller's behavior.** In total, Rutilo F. Herrera and Trinidad Herrera has been damaged in the amount of not less than \$565,000.00.

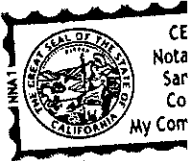
Accordingly, Rutilo [REDACTED] good faith demand is \$30,000.00 in addition that Seller or Seller's agents must agree to fully execute the purchase contract as agreed.

Dated: March 8, 2024

Respectfully submitted,

[REDACTED]

[REDACTED]



cc:

- [REDACTED] n Ca 94583
- [REDACTED]
- [REDACTED]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Bernardino CA }

on Ontario CA. before me, Cesar Marin Rodas.
Date Here Insert Name and Title of the Officer

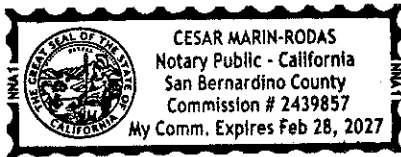
personally appeared [Redacted]
Name(s) of Signer(s)

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.

CESAR MARIN-RODAS
Notary Public - California
San Bernardino County
Commission # 2439857
Expires Feb 28, 2027



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Personal.

Document Date: March 8 / 2024. Number of Pages: 5.

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name: Rutito [Redacted]

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

Signer's Name: Trinidad [Redacted]

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

# SPECIAL POWER OF ATTORNEY

Maurice Cooper

Matter Pertaining to Family Law Purpose:

To authorize representation and action on behalf of the Maurice Cooper in family law matters.

This document is prepared for the purpose of authorizing Gregory Stewart to represent as a non attorney to hire an attorney to act in a limited scope appearance in my Family Law Divorce proceeding and act on behalf of Maurice Cooper in family law matters as specified herein. To hire an attorney to represent client in a Limited Scope Court appearance as defined below:

I, Maurice Cooper, hereby appoint Gregory Stewart as my attorney-in-fact to act in my name, place, and stead to perform the following acts and functions relating to family law matters:

1. **Representation in hiring an Attorney to represent me in a Limited Scope capacity in Court:** To appear on my behalf in family court proceedings including but not limited to divorce, child custody, child support, motion to compel and related divorce proceedings.

## Content of Letter to Proposed Limited Scope Attorney

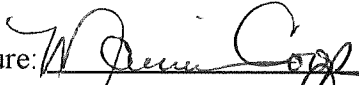
Letter to proposed Attorney for Limited Scope appearance Dear \_\_\_\_\_,  
Esq. I hope this letter finds you well. I am writing to inquire about the possibility of engaging your services for a limited scope representation. My principal Maurice Cooper is seeking to engage your services for Limited Scope Representation on his divorce proceeding under case number 23STFL09789, Angela Renees' Splane Cooper vs. Maurice Cooper, please see the attached form FL-950 for a detail delineation, including relevant dates and events. After careful consideration of my options, I believe that limited scope representation would be appropriate for Maurice Cooper's situation. I am specifically seeking assistance with the specific tasks or aspects of the case which he seeks your need help with regarding legal advice, document review,




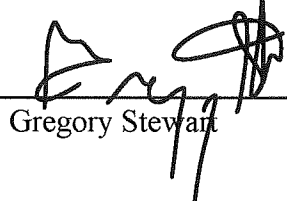


drafting documents, or representation at a specific hearing or proceeding. I understand that limited scope representation means that you will provide legal services for only the specified tasks or aspects of the case, and that I will be responsible for all other aspects. I am fully prepared to collaborate with you to ensure that our engagement is focused and efficient. Please let me know if you would be willing to provide limited scope representation for the case, and if so, your availability and rates for these services. Additionally, if you require any further information or documents to assess my situation, please don't hesitate to ask you can reach my representative Gregory Stewart with Power of Attorney at (310) 919-6510. Thank you for considering my request. I look forward to the possibility of working with you to achieve a favorable outcome in my legal matter. Sincerely, Representative have Special Power of Attorney To negotiate and settle disputes, agreements, or arrangements pertaining to family law matters, including property division, alimony, visitation rights, and motion to compel.

My agent Gregory Stewart is granted the powers to access and obtain information, documents, and records relevant to my family law case from relevant authorities, institutions, and individuals. My agent Gregory Stewart is granted powers to sign, execute, and deliver any documents, pleadings, affidavits, and agreements necessary or appropriate in connection with family law matters. My agent Gregory Stewart is granted powers to take legal actions, make decisions, and undertake any necessary steps to protect my rights and interests in family law matters. This Power of Attorney is effective immediately and shall remain in full force and effect until May 1, 2025, unless earlier revoked by me.

Client's Signature:  Date: <sup>May 9th</sup> ~~04-29-24~~, 2024

Witness's Signature:  Date: <sup>May 9th</sup> ~~04-09-24~~, 2024

Representative's Signature:  Date: <sup>May 9th</sup> ~~04-09-24~~, 2024  
Gregory Stewart

This document is prepared for the purpose of authorizing Gregory Stewart, Representative under a Power of Attorney to represent and act on behalf of Client Maurice Cooper in my family law matters as specified herein. Special Power of Attorney I, Maurice Cooper, hereby appoint Gregory Stewart as my attorney-in-fact to act in my name, place, and stead to perform the following acts and functions relating to my family law matters:

1. Prepare and file documents to file in Court: To prepare on my behalf in family court proceedings including but not limited to Divorce, Child Custody, Child Support, Property Real and Personal, Bifurcation of Marital Status, Motions to Compel the other party to fully comply with her obligations, Retirement Benefits and other family Law matters in this divorce proceeding under case number 23STFL09789 as filed in the Superior Court of Los Angeles Stanley Mosk Courthouse by Petitioner Angela Renee' Splane Cooper filed on 9/18/2023, with Response filed by Maurice Cooper on 11/16/2023.

2. To Prepare for Negotiation and Settlement: To Prepare for the purpose to negotiate and settle disputes, agreements, or arrangements pertaining to family law matters, including Property division, Alimony, Visitation rights, Bifurcation of Marital Status and Retirement benefits.

3. Access to Information: To access and obtain information, documents, and records relevant to my family law case from relevant authorities, institutions, and individuals.

4. Signing Documents: To sign, execute, and deliver any documents, pleadings, affidavits, and agreements necessary or appropriate in connection with family law matters.

5. Legal Actions: To take legal actions, make decisions, and undertake any necessary steps to protect my rights and interests in family law matters. This Power of Attorney is effective immediately and shall remain in full force and effect until May 1, 2025, unless earlier revoked by me.

Signature: Maurice Cooper Date: 05/09/2024  
~~04-09-24~~  
Maurice Cooper

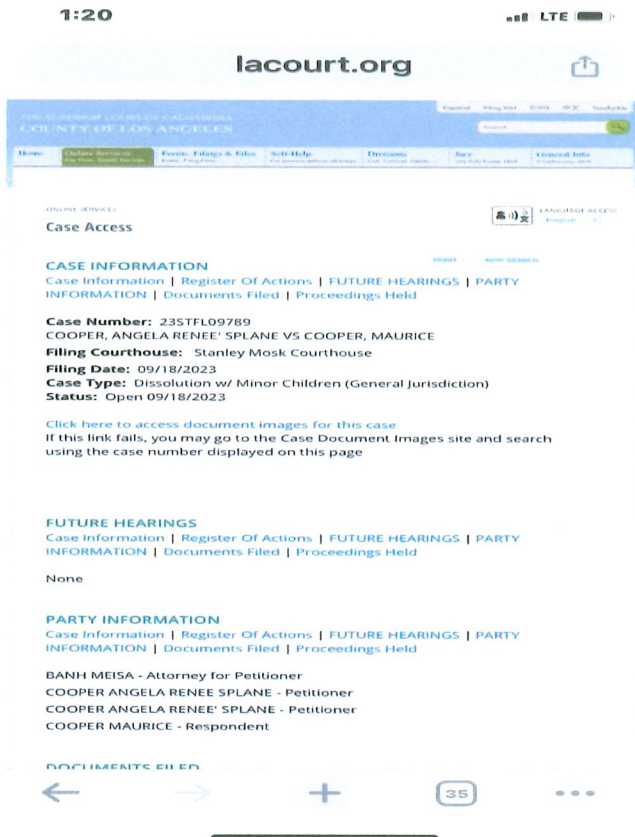
SEE LOOSE  
CERTIFICATE  
ATTACHED

Witness's Signature: Fora Smith Date: 05/09/2024  
~~04-09-24~~

SEE LOOSE  
CERTIFICATE  
ATTACHED

Representative Signature: Gregory Stewart Date: 05/09/2024  
~~04-09-24~~  
Gregory Stewart

This document is prepared for the purpose of authorizing Representative Gregory Stewart to represent as a non attorney in my Family Law Divorce proceeding and act on behalf of Maurice Cooper in family law matters as specified herein. To hire an attorney to represent Maurice Cooper in a Limited Scope court appearance as defined herein this Special Power of Attorney.



*[Handwritten signature]*

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

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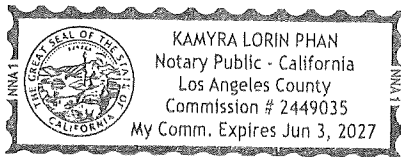
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 09 day of May, 2024,  
Date Month Year  
 by Maurice Cooper  
 (1) \_\_\_\_\_  
 (and (2) \_\_\_\_\_),  
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature Kamyra Lorin Phan  
Signature of Notary Public

*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Special Power of Attorney Document Date: 05/09/2024  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_