

, 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
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1. Revision	Purchase Agreement	NO	each	1		
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Comments:

Subtotal \$ _____
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): TORKOM ROBERT ALTOUNIAN 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		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUL 14 2017 Sherri R. Carter, Executive Officer/Clerk By: Wendy Delgado, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 600 E. BROADWAY LASC-NORTH CENTRAL DISTRICT MAILING ADDRESS: Same as above BURBANK COURTHOUSE CITY AND ZIP CODE: Glendale 91208 300 EAST OLIVE AVENUE BRANCH NAME: North Central District BURBANK, CA 91502		
PLAINTIFF: TORKOM ROBERT ALTOUNIAN DEFENDANT: FRANCISCO TISNADO CERVANTES et. al.		
JUDGMENT <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: EC065347

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: TORKOM ROBERT ALTOUNIAN	CASE NUMBER: EC065347
DEFENDANT: FRANCISCO TISNADO CERVANTES et. al.	

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	\$ 25,000 575,000
(2)	<input checked="" type="checkbox"/>	Prejudgment interest at the annual rate of 7%	\$ 00.00
(3)	<input type="checkbox"/>	Attorney fees	\$ 00.00 493,850
(4)	<input type="checkbox"/>	Costs	\$ 00.00 495.
(5)	<input type="checkbox"/>	Other (specify):	\$ 00.00
(6)		TOTAL	\$ 25,000 669,345

(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)		TOTAL	\$

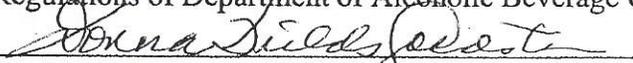
b. Plaintiff to receive nothing from defendant named in item 5b.
 Defendant named in item 5b to recover costs \$
 and attorney fees \$

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

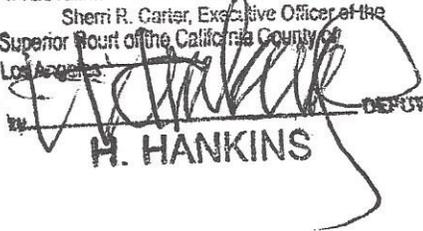
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Judgment is against defendant (names):
FRANCISCO JAVIER CERVANTES
FESFAR, INC., a Dissolved California Corporation



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

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**

A. Definitions:

The following definitions shall govern this Assignment and Acknowledgment:

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

28 ///

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

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 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): TORKOM ROBERT ALTOUNIAN 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		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUL 14 2017 Sherri R. Carter, Executive Officer/Clerk By <u>Wendy Delgado</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 600 E. BROADWAY LASC-NORTH CENTRAL DISTRICT MAILING ADDRESS: Same as above BURBANK COURTHOUSE CITY AND ZIP CODE: Glendale 91208 300 EAST OLIVE AVENUE BRANCH NAME: North Central District BURBANK, CA 91502		
PLAINTIFF: TORKOM ROBERT ALTOUNIAN DEFENDANT: FRANCISCO TISNADO CERVANTES et. al.		
<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 CASE NUMBER: EC065347

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):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
- 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: TORKOM ROBERT ALTOUNIAN	CASE NUMBER: EC065347
DEFENDANT: FRANCISCO TISNADO CERVANTES et. al.	

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	\$ 25,000 575,000
(2)	<input checked="" type="checkbox"/>	Prejudgment interest at the annual rate of 7%	\$ 00.00
(3)	<input type="checkbox"/>	Attorney fees	\$ 00.00 493,850
(4)	<input type="checkbox"/>	Costs	\$ 00.00 495.
(5)	<input type="checkbox"/>	Other (<i>specify</i>):	\$ 00.00
(6)		TOTAL	\$ 25,000 669,345

(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 (<i>specify</i>):	\$
(6)		TOTAL	\$

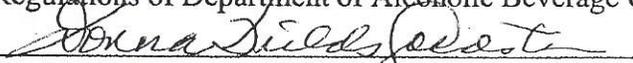
b. Plaintiff to receive nothing from defendant named in item 5b.
 Defendant named in item 5b to recover costs \$
 and attorney fees \$

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

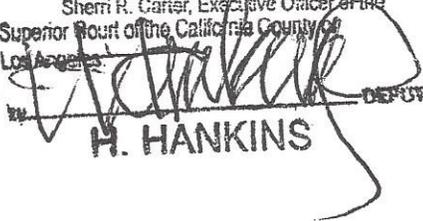
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Judgment is against defendant (names):
FRANCISCO JAVIER CERVANTES
FESFAR, INC., a Dissolved California Corporation



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

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.

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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.

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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
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN THE COUNTY OF SAN BERNARDINO**
11 **CIVIL DIVISION, UNLIMITED JURISDICTION**
12

13 **RUITILO XXXXXXXXXXXXXXXXXXXX**)
14)
15 Plaintiffs,)
16 vs.)
17 **MOTEGI XXXXX, an individual,**)
18 **Seller’s Broker, Seller’s Agent, an**)
19 **individual, Escrow XXXXX, an**)
20 **Independent Escrow Corporation, Exp.**)
21 **Realty XXXXXXXX, HectorXXXX, an**)
22 **individual and DOES 1 TO 10**)
23 Defendant(s).)
24 _____)

Case No.
COMPLAINT FOR
(1) BREACH OF WRITTEN
CONTRACT
(2) AIDING AND ABETTING FRAUD
(3) FRAUD IN THE REAL ESTATE
PURCHASE CONTRACT
(4) VIOLATION OF CALIFORNIA
CIVIL CODE § 1780(a)
(5) SPECIFIC PERFORMANCE
Demand in Complaint \$565,000.00
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 XXXXXXXXXXXXX, 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.

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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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1 That since entering into the purchase agreement and opening of escrow defendants and
2 each of them have performed acts sufficient to constitute Fraud, Aiding and Abetting Fraud,
3 violation of the Consumer Legal Remedies Act (Cal. Civ. Code §1750 *et seq.*, and Breach of
4 Contract in direct violation of the California Civil Code §3300 by:

5 (a) Failing and refusing to deliver the real property to Plaintiffs.

6 **FIFTH CAUSE OF ACTION**
7 **(SPECIFIC PERFORMANCE)**
8 **(Against All Defendants)**
9 **(And Does 1 to 10)**

10 55. Plaintiffs hereby realleges and incorporates by reference the allegations in
11 paragraphs 1 through 54 as though fully set forth in this cause of action.

12 That Plaintiffs are entitled to have the court to order defendants to complete the sell and
13 transfer of the real property as described in paragraph 12.

14
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment as follows:

17 1. On the Cause of Action for Breach of contract in general and consequential
18 damages in the sum of \$565,000.00 or an amount according to proof;

19 2. For an Order from the court that Defendants performed acts sufficient to
20 constitute Aiding and Abetting Fraud that resulted in harm to Plaintiff in the sum of
21 \$565,000.00;

22 3. On the Cause of Action, for a Judgment of Fraud that Plaintiffs be awarded
23 punitive damages to punish defendants because defendants acted with malice, oppression, and
24 fraud;

25 4. Attorney's fees and costs of this suit as allowed by law;

26 5. As to all causes of action, for Pre-judgment and post-judgment interest as
27 allowed by law;

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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 18th, day of April, 2024 at XXXXXX California.

RUTILO XXXXX
Plaintiff, without counsel

TRINIDAD XXXXX
Plaintiff, without counsel

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Photo **Done**

Wire Transfer Services

Outgoing Wire Transfer Request

WELLS FARGO

Today's Date: 03/02/2023
Banker Name: [REDACTED]
Banker Number: 951/549-7200 | 04905
Banker AU: 0000224

Wells Fargo Reference Number: FW0000224061708624
Officer/Portfolio Number: CPO13
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]
Primary ID Expiration Date: NONE	Address Line 3: [REDACTED]
Secondary ID Type: DLIC	City: [REDACTED]
Secondary ID Description: A6760648	State: CA
Secondary ID State/Country: CA	Country: US
Secondary ID Issue Date: 04/19/2021	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
--------------------	----------------------------------	---------------------------------------	-----------------

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

Share, Back, Add

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

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matrix.crmls.org

INTERIOR			
INTERIOR ACCESSIBILITY:	APPLIANCES: FLOORING:	ENTRY LEVEL: FIREPLACE:	SQFT STUDIO AVG: SQFT 1 BED AVG: SQFT 2 BED AVG: SQFT 3 BED AVG:
EXTERIOR			
EXTERIOR DIRECTION FACES:	SECURITY: SEWER:	LOT: POOL:	FENCING: SPA:
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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UNCOVERED SPACES:	PARKING TOTAL:	GARAGE SPACES:	CARPORT SPACES:
GREEN			
GREEN ENERGY GEN: WALKSCORE:	GREEN ENERGY EFF:	GREEN SUSTAIN:	GREEN WTR CONSERV:
POWER PRODUCTION			
POWER PRODUCTION:	GREEN VERIFICATION:		
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
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:
LISTING		DATES	
BAC: 2% BAC REMARKS: DUAL/WARE 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?:	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:	
CONTINGENCY: PRIVATE REMARKS:			
SHOWING INFORMATION			
SHOW CONTACT TYPE: SHOW CONTACT NAME: SHOW CONTACT PHONE: SHOWING INSTRUCTIONS: Showing Instructions: DRIVING DIRECTIONS: Near the corner of Aitez Ln and Hermosa Rd off of Barlett Ave	LOCK BOX LOCATION: LOCK BOX DESCRIPTION:	OWNER'S NAME:	
AGENT / OFFICE		CONTACT PRIORIT	
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-[REDACTED] CoLO State License: CoLO FAX: Offers Email:	1.LA CELL: 2.OTHER: 3.LA EMAIL: 4.CO.LA CELL: 5.OTHER: 6.CO.LA EMAIL:	
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:
PHOTOS			
Click Arrow to display Photos			

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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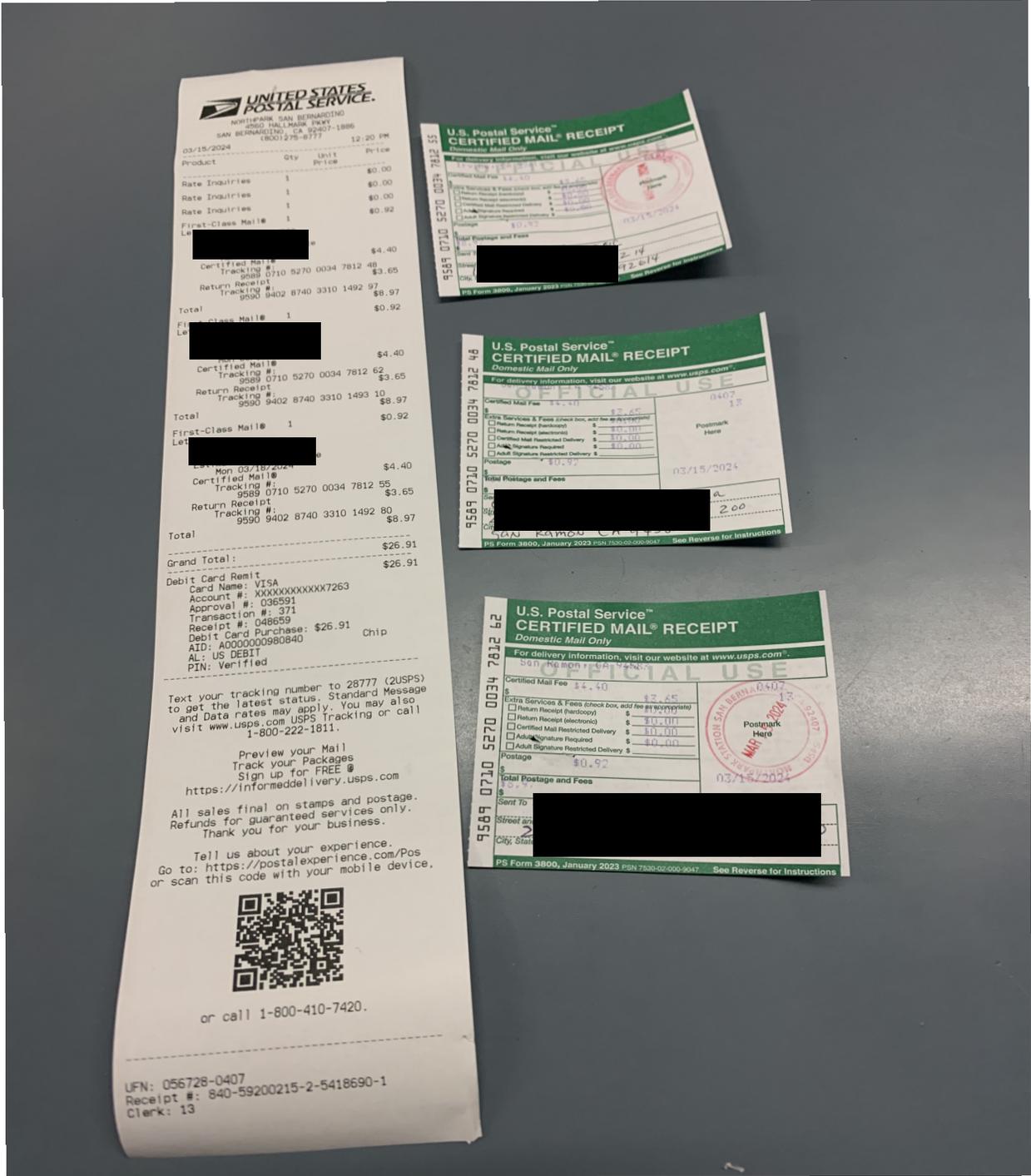


Exhibit "D"
Proof of Service of Certified Mail Pursuant to Consumer Legal Remedies Act (Cal. Civ. Code Section 1750 et seq.)

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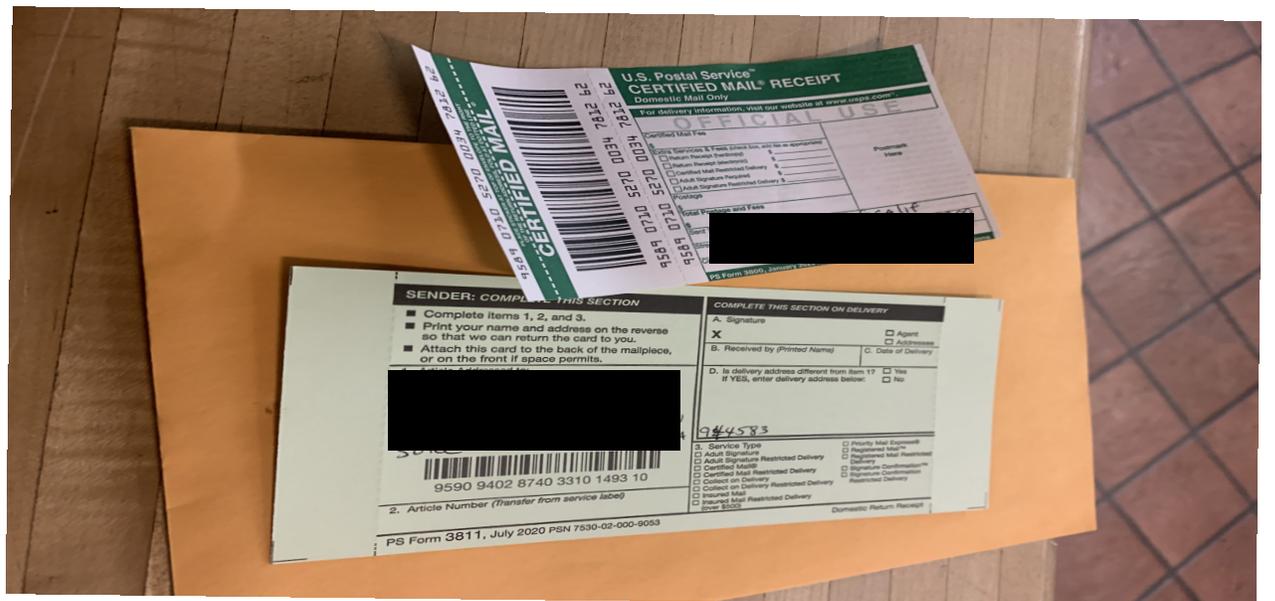


Exhibit "D"
Proof of Service of Certified Mail Pursuant to Consumer Legal Remedies Act (Cal. Civ. Code Section 1750 et seq.)

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USPS Tracking® Tracking / FAQs

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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
[Redacted]
[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](#)

[Redacted] Remove Feedback

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

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[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](#)

[Redacted] 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®](#)

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[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 10933 [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.

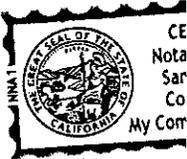
Accordingly, Rutilo [REDACTED] good faith demand is \$30,000.00 in addition that Seller or Seller's agents must agree to fully execute the purchase contract as agreed.

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

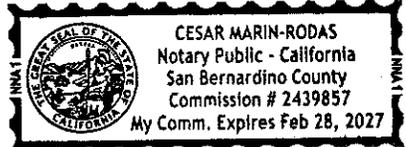
personally appeared [Redacted]
Name(s) of Signer(s)

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
Signer's Name: Trinidad
[Checkboxes for Corporate Officer, Partner, Individual, Trustee, Other, etc.]