

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensee who performs as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.5 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

(DO NOT COMPLETE - SAMPLE ONLY) Is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)
(DO NOT COMPLETE - SAMPLE ONLY) Is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.


INITIALS


INITIALS



**AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)**

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only June 28, 2016, is made by and between Matilija Investment Property, LLC

("Lessor")

and Magdy Yassa dba Treasures

("Lessee").

(collectively the "Parties," or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 820 East Main Street, Santa Paula, located in the County of Ventura, State of California and generally described as (describe briefly the nature of the property and, if applicable, the "Project", if the property is located within a Project) an approximately 7,937 sq ft commercial building

("Premises"). (See also Paragraph 2)

1.3 **Term:** three (3) years and 0 months ("Original Term") commencing July 1, 2016 ("Commencement Date") and ending June 30, 2019 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$3,000.00 per month ("Base Rent"), payable on the First day of each month commencing September 2016 (See Addendum)

(See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** \$3,000.00 for the period September 2016 (See Addendum)

(b) **Security Deposit:** \$7,000.00 ("Security Deposit"). (See also Paragraph 5)

(c) **Common Area Operating Expenses Association Fee:** \$500.00

for the period September 2016

(d) **Other:** \$0.00 for - - - -

(e) **Total Due Upon Execution of this Lease:** \$10,500.00

1.7 **Agreed Use:** Retail Antique Sales

(See also Paragraph 8)

1.8 **Insuring Party:** Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

- ☐ represents Lessor exclusively ("Lessor's Broker");
☐ represents Lessee exclusively ("Lessee's Broker"); or
☒ The Becker Group, Inc. represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of - - - - or - - - - % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by Magdy Yassa

("Guarantor"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 53 through 58 ;
☒ a plot plan depicting the Premises;
☒ a current set of the Rules and Regulations;
☐ a Work Letter;
☒ other (specify): Agency Disclosure

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in

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INITIALS

PAGE 1 OF 17

NY
INITIALS

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at Ventura, CA

Executed at Ventura, CA

On: 7/5/16

On: 7-2-2016

By LESSOR:

Matilija Investment Property, LLC

By: [Signature]

Name Printed: William Jones

Title: Member

By: [Signature]

Name Printed: Jeffrey R. Becker

Title: Member

Address: 40 South Ash Street

Ventura, CA 93001

Telephone: (805) 653-6794

Facsimile: (805) 653-6795

Email: jbecker@beckergrp.com

Email: _____

Federal ID No. _____

BY LESSEE:

Magdy Yassa dba Treasures

By: [Signature]

Name Printed: Magdy Yassa

Title: _____

By: _____

Name Printed: _____

Title: _____

Address: 10031 Sunnybrae Avenue

Chatsworth, CA 91311

Telephone: (818) 577-7819

Facsimile: ()

Email: yassamaqdy@yahoo.com

Email: _____

Federal ID No. 146-06-7641

BROKER:

The Becker Group, Inc.

Attn: Jeffrey R. Becker

Title: President

Address: 40 South Ash Street

Ventura, CA 93001

Telephone: (805) 653-6794

Facsimile: (805) 653-6795

Email: jbecker@beckergrp.com

Federal ID No. _____

Broker/Agent BRE License #: 01213236

BROKER:

The Becker Group, Inc.

Attn: Matthew Kingsley

Title: Associate

Address: 40 South Ash Street

Ventura, CA 93001

Telephone: (805) 653-6794

Facsimile: (805) 653-6795

Email: mkingsley@beckergrp.com

Federal ID No. _____

Broker/Agent BRE License #: 01213236

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8516.

© Copyright 2001 - By AIR Commercial Real Estate Association. All rights reserved.
No part of these works may be reproduced in any form without permission in writing.

[Signature]
INITIALS

PAGE 17 OF 17

MY
INITIALS

32. 820
If.

THREE-DAY NOTICE TO PAY OR QUIT
(Nonpayment of Rent)

posted and mailed

notice

Magdy Yassa dba Treasures
820 East Main Street
Santa Paula, CA 93060

TO: Magdy Yassa dba Treasures, et al. All (tenants and subtenants) in possession (full name) and all others in possession.

PLEASE TAKE NOTICE that within three days after service of this notice upon you, you are required to pay the rent now due and owing on the premises located at **820 East Main Street, Santa Paula, CA 93060**, in the amount of **\$19,098.00**, representing the rent due for the month(s) of:

<u>4/1/2019 to 4/30/2019</u>	<u>\$3,183.00</u>	<u>1/1/2019 to 1/31/2019</u>	<u>\$3,183.00</u>
<u>3/1/2019 to 3/31/2019</u>	<u>\$3,183.00</u>	<u>12/1/2018 to 12/31/2018</u>	<u>\$3,183.00</u>
<u>2/1/2019 to 2/28/2019</u>	<u>\$3,183.00</u>	<u>11/1/2018 to 11/30/2018</u>	<u>\$3,183.00</u>

Within three days after service of this notice upon you, the total overdue rent payment, in the amount stated above, must be made by cash or check, payable to Matilija Investment Property, LLC and must be delivered to The Becker Group, Inc. at 40 South Ash Street, Ventura CA 93001;

The Becker Group, Inc. will be available to receive the payment personally Mondays through Fridays between the hours of 9:00 a.m. and 5:00 p.m. 805/653-6794.

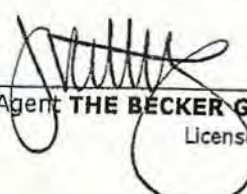
In the alternative, you are required to vacate and deliver the premises to The Becker Group, Inc. within three days after service of this notice upon you.

If you fail either to pay the amount of rent demanded in this notice or to vacate and deliver the premises to the person designated above within three days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your lease, (2) recover possession of the premises, (3) recover the rent demanded herein, due for the periods covered by this notice, and (4) recover damages for each day that you occupy the premises after the periods covered by this notice and costs of suit.

Further, if you fail to timely pay the amount demanded by this notice, the undersigned declares the forfeiture of the (rental agreement/lease) under which you hold possession of the premises.

Notice of nonwaiver of rights: Lessor's acceptance of the partial rent payment after service of this notice upon you or after commencement of a civil action predicated upon this notice shall not constitute a waiver of any rights, including any rights Lessor may have to recover possession of premises.

DATED: 4/16/2019


Owner/Agent **THE BECKER GROUP, INC.**
License #01213236

40 South Ash Street, Ventura, California 93001 | 805-653-6794 | 805-653-6795 fax
www.beckergroup.com | info@beckergroup.com | license 01213236

**THREE-DAY NOTICE TO PERFORM CONDITIONS
AND/OR COVENANTS OR QUIT**

posted and mailed
notice

Magdy Yassa dba Treasures
820 East Main Street
Santa Paula, CA 93060

TO: Magdy Yassa dba Treasures, et al. All (tenants and subtenants) in possession (full name)
and all others in possession.

PLEASE TAKE NOTICE that you are in violation of the terms of your Lease Agreement of the premises
located at **820 East Main Street, Santa Paula, CA 93060.**

IN THAT, the lease Agreement/Lease condition(s) and/or covenants set forth below are being
breached as follows:

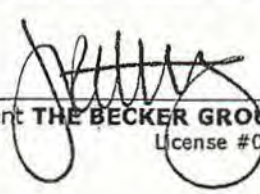
1. *Condition(s) and/or covenant(s) breached:*
Per Section 2, Premises, Parking and Common Areas.
2. State specific facts of breach(es) and or violation(s):
The Estimated Monthly CAM Charge/Additional Rent is past due for the months of
November, December, January, February, March, April
in the amount of **\$3,000.00**

<u>4/1/2019 to 4/30/2019</u>	<u>\$500.00</u>	<u>1/1/2019 to 1/31/2019</u>	<u>\$500.00</u>
<u>3/1/2019 to 3/31/2019</u>	<u>\$500.00</u>	<u>12/1/2018 to 12/31/2018</u>	<u>\$500.00</u>
<u>2/1/2019 to 2/28/2019</u>	<u>\$500.00</u>	<u>11/1/2018 to 11/30/2018</u>	<u>\$500.00</u>

WITHIN THREE (3) DAYS after service on you of this notice, you are hereby required to perform or
otherwise comply with the above mentioned condition(s) and/or covenant(s) or quit and deliver up
possession of the premises to the undersigned or **THE BECKER GROUP, INC.** who is authorized to
receive possession of the same.

YOU ARE FURTHER NOTIFIED that the undersigned does hereby elect to declare the forfeiture of
your rental/lease agreement if the condition(s) and/or covenant(s) are not performed within said
three (3) days and if you fail to perform or otherwise comply, the undersigned will institute legal
proceedings against you to recover possession of said premises, to declare a forfeiture of the
rental/lease agreement and for damages as allowed by law.

DATED: 4/16/2019

Owner/Agent  **THE BECKER GROUP, INC.**
License #01213236

Person to Pay: Matilija Investment Property
c/o The Becker Group, Inc.
Address to Pay: 40 South Ash Street, Ventura, CA 93001
Phone Number: (805) 653-6794

**Payments must be received MONDAY – FRIDAY, 9:00am to 5:00pm,
within the period stated above.**

40 South Ash Street, Ventura, California 93001 | 805-653-6794 | 805-653-6795 fax
www.beckergrp.com | info@beckergrp.com | license 01213236

**THREE-DAY NOTICE TO PERFORM CONDITIONS
AND/OR COVENANTS OR QUIT**

posted and mailed notice

Magdy Yassa dba Treasures
820 East Main Street
Santa Paula, CA 93060

TO: **Magdy Yassa dba Treasures, et al.**

All (tenants and subtenants) in possession (full name) and all others in possession.

PLEASE TAKE NOTICE that you are in violation of the terms of your Lease Agreement of the premises located at **820 East Main Street, Santa Paula, CA 93060.**

IN THAT, the Lease Agreement/Lease condition(s) and/or covenants set forth below are being breached as follows:

Condition(s) and/or covenant(s) breached:

Per Section 4: Rent and 4.3: Payment.


State specific facts of breach(es) and or violation(s): The account has been assessed a LATE FEE in the amount of **\$2,228.10**, per Lease Agreement, Section 13.4 Late Charges

<u>10/8/2018 to 10/31/2018 \$318.30</u>	<u>1/8/2019 to 1/31/2019 \$318.30</u>
<u>11/8/2018 to 11/30/2018 \$318.30</u>	<u>2/8/2019 to 2/28/19 \$318.30</u>
<u>12/8/2019 to 12/31/2018 \$318.30</u>	<u>3/8/2019 to 3/31/2019 \$318.30</u>
	<u>4/8/2019 to 4/30/2019 \$318.30</u>

WITHIN THREE (3) DAYS after service on you of this notice, you are hereby required to perform or otherwise comply with the above mentioned condition(s) and/or covenant(s) or quit and deliver up possession of the premises to the undersigned or **THE BECKER GROUP, INC.** who is authorized to receive possession of the same.

YOU ARE FURTHER NOTIFIED that the undersigned does hereby elect to declare the forfeiture of your rental/lease agreement if the condition(s) and/or covenant(s) are not performed within said three (3) days and if you fail to perform or otherwise comply, the undersigned will institute legal proceedings against you to recover possession of said premises, to declare a forfeiture of the rental/lease agreement and for damages as allowed by law.

DATED: 4/16/2019


Owner Agent **THE BECKER GROUP, INC.**
License #01213236

Person to Pay: Matilija Investment Property
Address to Pay: c/o The Becker Group, Inc.
40 South Ash Street, Ventura, CA 93001
Phone Number: (805) 653-6794

Payments must be received MONDAY – FRIDAY, 9:00am to 5:00pm, within the period stated above.

40 South Ash Street, Ventura, California 93001 | 805-653-6794 | 805-653-6795 fax
www.beckergroup.com | info@beckergroup.com | license 01213236

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury, that I served the "THREE DAY NOTICE TO PAY RENT OR QUIT" AND ONE (1) FORMS "THREE DAY NOTICE TO PERFORM CONDITIONS AND/OR COVENANTS OR QUIT", of which a true copy is attached to this proof of service, by one of the methods indicated below on the following named

Tenant(s): Magdy Yassa dba Treasures

1. ☐ **BY PERSONALLY DELIVERING** a copy of the Notice to the Tenant(s) named above at the following address: _____

2. ☐ **BY LEAVING** a copy of the Notice for the Tenant(s) named above with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent therefrom. Said

Residence or usual place of business being at the following address: _____

AND MAILING an individual copy to each Tenant(s) by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Tenant(s) named above at their place of

Residence or usual place of business which is at the following address: _____

3. ☒ **BY POSTING** a copy of said Notice for each of the Tenant(s) named above in a conspicuous place, there being no person of suitable age or discretion to be found at any known place of residence or known usual place of business of the Tenant(s). Said notice was posted at their residence or usual place of business which is at the following address: _____
820 East Main Street, Santa Paula, CA 93060

AND MAILING an individual copy to each Tenant(s) by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Tenant(s) named above at their place of

Residence or usual place of business which is at the following address: 820 East Main Street, Santa Paula, CA 93060

Subject notice was serve on April 16, 2019 in the City of Santa Paula County of VENTURA, State of California.

P. Munding
Signature of Server

Peter Munding
Print Name of Server

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury, that I served the "THREE DAY NOTICE TO PAY RENT OR QUIT" AND ONE (1) FORMS "THREE DAY NOTICE TO PERFORM CONDITIONS AND/OR COVENANTS OR QUIT", of which a true copy is attached to this proof of service, by one of the methods indicated below on the following named

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Residence or usual place of business being at the following address: _____

AND MAILING an individual copy to each Tenant(s) by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Tenant(s) named above at their place of

Residence or usual place of business which is at the following address: _____

3. ☒ **BY POSTING** a copy of said Notice for each of the Tenant(s) named above in a conspicuous place, there being no person of suitable age or discretion to be found at any known place of residence or known usual place of business of the Tenant(s). Said notice was posted at their residence or usual place of business which is at the following address:

820 East Main Street, Santa Paula, CA 93060

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Signature of Server

Peter Munding
Print Name of Server

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Residence or usual place of business being at the following address: _____

AND MAILING an individual copy to each Tenant(s) by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Tenant(s) named above at their place of

Residence or usual place of business which is at the following address: _____

3. ☒ **BY POSTING** a copy of said Notice for each of the Tenant(s) named above in a conspicuous place, there being no person of suitable age or discretion to be found at any known place of residence or known usual place of business of the Tenant(s). Said notice was posted at their residence or usual place of business which is at the following address:

820 East Main Street, Santa Paula, CA 93060

AND MAILING an individual copy to each Tenant(s) by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Tenant(s) named above at their place of

Residence or usual place of business which is at the following address: 820 East Main Street, Santa Paula, CA 93060

Subject notice was serve on April 16, 2019 in the City of Santa Paula County of VENTURA, State of California.

P. Munding
Signature of Server

Peter Munding
Print Name of Server

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF Ventura

I have read the foregoing Complaint - Unlawful Detainer

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am ☒ an Officer ☐ a partner

☐ a of The Becker Group, Inc.

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 4-22-19, at , California.

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

The Becker Group, Inc.

TYPE OR PRINT NAME

SIGNATURE

PROOF OF SERVICE

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on

in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

☐ BY MAIL

☐ I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on

, at

, California.

☐ *(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on

, at

, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

**(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

James B. Cole, Esq. 156131
Slaughter, Reagan & Cole, LLP
625 E. Santa Clara Street, Suite 101
Ventura, CA 93001

APR 23 2019

TELEPHONE NO.: (805) 658-7800

FAX NO. (Optional): (805) 644-2131

E-MAIL ADDRESS (Optional): cole@srllplaw.com

ATTORNEY FOR (Name): The Becker Group, Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Ventura

STREET ADDRESS: 800 S. Victoria Avenue

MAILING ADDRESS:

CITY AND ZIP CODE: Ventura, CA 93009

BRANCH NAME: Main Courthouse

PLAINTIFF: The Becker Group, Inc.

DEFENDANT: Magdy Yassa, individually, and dba Treasures

☒ DOES 1 TO 10, Inclusive

COMPLAINT - UNLAWFUL DETAINER*

☒ COMPLAINT ☐ AMENDED COMPLAINT (Amendment Number):

CASE NUMBER:

56-2019-00527567-CU-UD-VTA

Jurisdiction (check all that apply):

☐ ACTION IS A LIMITED CIVIL CASE

Amount demanded

☐ does not exceed \$10,000☐ exceeds \$10,000 but does not exceed \$25,000☒ ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000)☐ ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):☐ from unlawful detainer to general unlimited civil (possession not in issue)☐ from limited to unlimited☐ from unlawful detainer to general limited civil (possession not in issue)☐ from unlimited to limited

1. PLAINTIFF (name each): The Becker Group, Inc.

alleges causes of action against DEFENDANT (name each):

Magdy Yassa, individually, and dba Treasures

2. a. Plaintiff is (1) ☐ an individual over the age of 18 years. (4) ☐ a partnership.
(2) ☐ a public agency. (5) ☒ a corporation.
(3) ☐ other (specify):

b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):

3. Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
820 East Main Street, Santa Paula, CA 93060, County of Ventura

4. Plaintiff's interest in the premises is ☐ as owner ☒ other (specify): Agent for owner with authority to prosecute unlawful detainers & retake possession

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

6. a. On or about (date): June 28, 2016 defendant (name each):
Magdy Yassa, individually, and dba Treasures

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): 3 year lease(2) agreed to pay rent of \$ 3,000.00 payable ☒ monthly ☐ other (specify frequency):(3) agreed to pay rent on the ☒ first of the month ☐ other day (specify):

- b. This ☒ written ☐ oral agreement was made with

(1) ☐ plaintiff.(3) ☐ plaintiff's predecessor in interest.(2) ☐ plaintiff's agent.(4) ☒ other (specify): agent for owner

*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Page 1 of 3

PLAINTIFF (Name): The Becker Group, Inc.	CASE NUMBER:
DEFENDANT (Name): Magdy Yassa, individually, and dba Treasures	

6. c. ☒ The defendants not named in item 6a are
- (1) ☐ subtenants.
 - (2) ☐ assignees.
 - (3) ☒ other (specify): **Unknown**
- d. ☒ The agreement was later changed as follows (specify):
Rent increased to \$3,183 per month effective July 1, 2018 pursuant to terms of Lease.
- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. ☐ (For residential property) A copy of the written agreement is **not** attached because (specify reason):
- (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 - (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. ☒ a. Defendant (name each): **Magdy Yassa, individually, and dba Treasures**
- was served the following notice on the same date and in the same manner:
- (1) ☒ 3-day notice to pay rent or quit
 - (2) ☐ 30-day notice to quit
 - (3) ☐ 60-day notice to quit
 - (4) ☒ 3-day notice to perform covenants or quit
 - (5) ☐ 3-day notice to quit
 - (6) ☐ Other (specify):
- b. (1) On (date): **April 19, 2019** the period stated in the notice expired at the end of the day.
- (2) Defendants failed to comply with the requirements of the notice by that date.
- c. All facts stated in the notice are true.
- d. ☒ The notice included an election of forfeiture.
- e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. ☐ One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. ☒ The notice in item 7a was served on the defendant named in item 7a as follows:
- (1) ☐ by personally handing a copy to defendant on (date):
 - (2) ☐ by leaving a copy with (name or description):
 a person of suitable age and discretion, on (date): _____ at defendant's _____
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence on
 (date): _____ because defendant cannot be found at defendant's residence or usual
 place of business.
 - (3) ☒ by posting a copy on the premises on (date): **4/16/19** ☐ AND giving a copy to a
 person found residing at the premises AND mailing a copy to defendant at the premises on
 (date): **4/16/19**
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
 (b) ☒ because no person of suitable age or discretion can be found there.
 - (4) ☐ (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered
 mail addressed to defendant on (date):
 - (5) ☐ (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
 commercial lease between the parties.
- b. ☐ (Name): _____
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. ☒ Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

PLAINTIFF (Name):	The Becker Jul 10.	SE NI R:
DEFENDANT (Name):	Magdy Yassa, individually, and dba Treasures	

9. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$ 19,098.00
11. ☒ The fair rental value of the premises is \$ 106.10 per day. plus \$3,000 CAMs and \$2,228.10 in late fees.
12. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. ☒ A written agreement between the parties provides for attorney fees.
14. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

15. ☐ Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. ☒ past-due rent of \$ 19,098.00
- d. ☒ reasonable attorney fees. plus \$3,000 in CAMs and \$2,228.10 in late fees.
- e. ☒ forfeiture of the agreement.
- f. ☒ damages at the rate stated in item 11 from (date): 4/20/19 for each day that defendants remain in possession through entry of judgment.
- g. ☐ statutory damages up to \$600 for the conduct alleged in item 12.
- h. ☒ other (specify): 1) for interest at highest legal rate; 2) for late fees pursuant to Lease; 3) such other and further relief as the Court deems proper.
18. ☒ Number of pages attached (specify): 32

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone No.:
- d. County of registration:
- e. Registration No.:
- f. Expires on (date):

Date: April 22, 2019

James B. Cole

(TYPE OR PRINT NAME)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

FW-003**Order on Court Fee Waiver
(Superior Court)**

Clerk stamps date here when form is filed.

**VENTURA
SUPERIOR COURT
FILED****APR 29 2019****MICHAEL D. PLANET**

Executive Officer and Clerk

BY: *[Signature]* Deputy**NINA LEMOS**

Fill in court name and street address:

Superior Court of California, County of
Ventura Superior Court
800 S. Victoria Avenue
P.O. Box 6489
Ventura, CA 93006

Fill in case number and name:

Case Number:

56-2019-00527567-CU-00-VM

Case Name:

The Becker Group
vs. YASSA**1 Person who asked the court to waive court fees:**Name: MAGDY YASSA dba Treasures
Street or mailing address: 10031 Sunnybrae Ave
City: Chatsworth State: CA Zip: 91311**2 Lawyer, if person in 1 has one (name, address, phone number, e-mail, and State Bar number):****3 A request to waive court fees was filed on (date):** 4/29/19☐ The court made a previous fee waiver order in this case on (date):**Read this form carefully. All checked boxes ☒ are court orders.**

Notice: The court may order you to answer questions about your finances and later order you to pay back the waived fees. If this happens and you do not pay, the court can make you pay the fees and also charge you collection fees. If there is a change in your financial circumstances during this case that increases your ability to pay fees and costs, you must notify the trial court within five days. (Use form FW-010.) If you win your case, the trial court may order the other side to pay the fees. If you settle your civil case for \$10,000 or more, the trial court will have a lien on the settlement in the amount of the waived fees. The trial court may not dismiss the case until the lien is paid.

4 After reviewing your: ☒ **Request to Waive Court Fees** ☐ **Request to Waive Additional Court Fees**
the court makes the following orders:a. ☒ The court grants your request, as follows:(1) ☒ **Fee Waiver.** The court grants your request and waives your court fees and costs listed below. (Cal. Rules of Court, rules 3.55 and 8.818.) You do not have to pay the court fees for the following:

- Filing papers in Superior Court
- Making copies and certifying copies
- Sheriff's fee to give notice
- Court fee for phone hearing
- Reporter's fee for attendance at hearing or trial, if reporter provided by the court
- Assessment for court investigations under Probate Code section 1513, 1826, or 1851
- Preparing, certifying, copying, and sending the clerk's transcript on appeal
- Holding in trust the deposit for a reporter's transcript on appeal under rule 8.130 or 8.834
- Making a transcript or copy of an official electronic recording under rule 8.835
- Giving notice and certificates
- Sending papers to another court department
- Court-appointed interpreter in small claims court

(2) ☐ **Additional Fee Waiver.** The court grants your request and waives your additional superior court fees and costs that are checked below. (Cal. Rules of Court, rule 3.56.) You do not have to pay for the checked items.

- | | |
|---|---|
| <input type="checkbox"/> Jury fees and expenses | <input type="checkbox"/> Fees for a peace officer to testify in court |
| <input type="checkbox"/> Fees for court-appointed experts | <input type="checkbox"/> Court-appointed interpreter fees for a witness |
| <input type="checkbox"/> Other (specify): _____ | |

Your name: MAGDY YASSA dba Treasures

Case Number: 56-2019-00327567-Cu-uD

- b. ☐ The court **denies** your fee waiver request, as follows:

Warning! If you miss the deadline below, the court cannot process your request for hearing or the court papers you filed with your original request. If the papers were a notice of appeal, the appeal may be dismissed.

- (1) ☐ The court **denies** your request because it is incomplete. You have **10 days** after the clerk gives notice of this order (see date of service on next page) to:
- Pay your fees and costs, or
 - File a new revised request that includes the items listed below (*specify incomplete items*):
- (2) ☐ The court **denies** your request because the information you provided on the request shows that you are not eligible for the fee waiver you requested (*specify reasons*):

The court has enclosed a blank *Request for Hearing About Court Fee Waiver Order (Superior Court)*, form FW-006. You have **10 days** after the clerk gives notice of this order (see date of service below) to:

- Pay your fees and costs in full or the amount listed in c. below, or
- Ask for a hearing in order to show the court more information. (*Use form FW-006 to request hearing.*)

- c. ☐ The court needs more information to decide whether to grant your request. You must go to court on the date below. The hearing will be about (*specify questions regarding eligibility*):

- ☐ Bring the following proof to support your request if reasonably available:

Name and address of court if different from above:

Hearing
Date

Date: _____ Time: _____
Dept.: _____ Room: _____

Warning! If item c is checked, and you do not go to court on your hearing date, the judge will deny your request to waive court fees, and you will have 10 days to pay your fees. If you miss that deadline, the court cannot process the court papers you filed with your request. If the papers were a notice of appeal, the appeal may be dismissed.

Date: APR 29 2019

Signature of (check one):

☐ Judicial Officer ☒ Clerk, Deputy



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.)

Clerk's Certificate of Service

I certify that I am not involved in this case and (check one): ☐ A certificate of mailing is attached.

☒ I handed a copy of this order to the party and attorney, if any, listed in (1) and (2), at the court, on the date below.

☐ This order was mailed first class, postage paid, to the party and attorney, if any, at the addresses listed in (1) and (2), from (city): _____, California on the date below

Date: APR 29 2019

Clerk, by NINA LEMOS, Deputy

This is a Court Order.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

800 South Victoria Avenue
Ventura , CA 93009
(805) 289-8525

NOTICE OF CASE ASSIGNMENT

Case Number: 56-2019-00527567-CU-UD-VTA

Your case has been assigned for all purposes to the judicial officer indicated below. A copy of this Notice of Case Assignment must be served on all named defendants/respondents with the complaint or petition, and with any cross-complaint that names a new party to the underlying action.

ASSIGNED JUDICIAL OFFICER	COURT LOCATION	DEPT/ROOM
Hon. Paul Baelly	Ventura	27
EVENT TYPE		
EVENT DATE	EVENT TIME	EVENT DEPT/ROOM

SCHEDULING INFORMATION

Judicial Scheduling Calendar Information

Court calendars vary from courtroom to courtroom. You may contact the clerk's office for more information when you need to schedule a hearing before the judicial officer.

Ex Parte Matters

To set an ex parte hearing, contact the judicial secretary in the assigned department. Per Local Rule 15.03, all ex parte documents must be filed in the courthouse where the ex parte application shall be heard.

Noticed Motions

Contact the clerk's office to reserve a date for a law and motion matter. Per Local Rule 3.19, all law and motion documents must be filed in the courthouse where the motion shall be heard.

Other Information

You can visit the court's website at www.ventura.courts.ca.gov for public access to non-confidential case information, local rules and forms, and other court information.

Clerk of the Court,

Date: 04/23/2019

By: Nina Lemos
Nina Lemos, Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, address): James B. Cole, Esq. 156131 Slaughter, Reagan & Cole, LLP 625 E. Santa Clara Street, Suite 101 Ventura, CA 93001 TELEPHONE NO.: (805) 658-7800 FAX NO.: (805) 644-2131 ATTORNEY FOR (Name): The Becker Group, Inc.		FOR COURT USE ONLY VENTURA SUPERIOR COURT FILED APR 23 2019 MICHAEL D. PLANET Executive Officer and Clerk BY: <i>[Signature]</i> Deputy NINA LEMOS	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Ventura STREET ADDRESS: 800 S. Victoria Avenue MAILING ADDRESS: CITY AND ZIP CODE: Ventura, CA 93009 BRANCH NAME: Main Courthouse		56-2019-00527567-CU-UD-VTA JUDGE: DEPT.:	
CASE NAME: Becker v. Yassa			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input checked="" type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **One**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 22, 2019

James B. Cole

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice-Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach-Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case-Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ-Administrative Mandamus
Writ-Mandamus on Limited Court Case Matter
Writ-Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal-Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

800 South Victoria Avenue
Ventura , CA 93009
(805) 289-8525

NOTICE OF CASE ASSIGNMENT

Case Number: 56-2019-00527567-CU-UD-VTA

Your case has been assigned for all purposes to the judicial officer indicated below. A copy of this Notice of Case Assignment must be served on all named defendants/respondents with the complaint or petition, and with any cross-complaint that names a new party to the underlying action.

ASSIGNED JUDICIAL OFFICER	COURT LOCATION	DEPT/ROOM
Hon. Paul Baelly	Ventura	27
EVENT TYPE		
EVENT DATE	EVENT TIME	EVENT DEPT/ROOM

SCHEDULING INFORMATION

Judicial Scheduling Calendar Information

Court calendars vary from courtroom to courtroom. You may contact the clerk's office for more information when you need to schedule a hearing before the judicial officer.

Ex Parte Matters

To set an ex parte hearing, contact the judicial secretary in the assigned department. Per Local Rule 15.03, all ex parte documents must be filed in the courthouse where the ex parte application shall be heard.

Noticed Motions

Contact the clerk's office to reserve a date for a law and motion matter. Per Local Rule 3.19, all law and motion documents must be filed in the courthouse where the motion shall be heard.

Other Information

You can visit the court's website at www.ventura.courts.ca.gov for public access to non-confidential case information, local rules and forms, and other court information.

Clerk of the Court,

Date: 04/23/2019

By: Nina Lemos
Nina Lemos, Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, address): James B. Cole, Esq. 156131 Slaughter, Reagan & Cole, LLP 625 E. Santa Clara Street, Suite 101 Ventura, CA 93001 TELEPHONE NO.: (805) 658-7800 FAX NO.: (805) 644-2131 ATTORNEY FOR (Name): The Becker Group, Inc.		FOR COURT USE ONLY VENTURA SUPERIOR COURT FILED APR 23 2019 MICHAEL D. PLANET Executive Officer and Clerk BY: <i>[Signature]</i> Deputy NINA LEMOS	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Ventura STREET ADDRESS: 800 S. Victoria Avenue MAILING ADDRESS: CITY AND ZIP CODE: Ventura, CA 93009 BRANCH NAME: Main Courthouse		56-2019-00527567-CU-UD-VTA JUDGE: DEPT.:	
CASE NAME: Becker v. Yassa			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input checked="" type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **One**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 22, 2019

James B. Cole

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice-Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach-Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case-Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
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Writ of Possession of Real Property
Mortgage Foreclosure
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Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ-Administrative Mandamus
Writ-Mandamus on Limited Court Case Matter
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Commissioner Appeals

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Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
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RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

**SUMMARY
(CITACION JUDICIAL)
UNLAWFUL DETAINER-EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

Magdy Yassa, individually, and dba Treasures;
Does 1 to 10, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

The Becker Group, Inc.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**VENTURA
SUPERIOR COURT
FILED**

APR 23 2019

MICHAEL D. PLANET
Clerk, by *Nina Lemos*, Deputy
NINA LEMOS

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

1. The name and address of the court is:

(El nombre y dirección de la corte es):

Ventura County Superior Court
800 S. Victoria Avenue
Ventura, CA 93009

56-2019-00527567-CU-UD-VTA

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

James B. Cole, Esq., SBN: 156131
625 E. Santa Clara Street, Suite 101
Ventura, CA 93001

Slaughter, Reagan & Cole, LLP
(805) 658-7800

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did

for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date: **APR 23 2019**
(Fecha)

Clerk, by *Nina Lemos*, Deputy
(Secretario) **NINA LEMOS** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



4. NOTICE TO THE PERSON SERVED: You are served

- a. ☐ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (specify):
c. ☐ as an occupant
d. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ CCP 415.46 (occupant)

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

☐ other (specify):

5. ☐ by personal delivery on (date):

PLAINTIFF (Name): The Becker Group, Inc.	CASE NUMBER:
DEFENDANT (Name): Magdy Yassa, individually, and dba Treasures	

6. **Unlawful detainer assistant** (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- a. Assistant's name:
- b. Telephone no.:
- c. Street address, city, and ZIP:

- d. County of registration:
- e. Registration no.:
- f. Registration expires on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MAGDY YASSA dba Treasures <i>aka Magdy Yassa, individually, and dba Treasures</i> 10031 SUNNYBRAE AVE. CHATSWORTH, CA 91311 TELEPHONE NO.: (818) 577-7819 FAX NO.: E-MAIL ADDRESS: yassamagdy@yahoo.com ATTORNEY FOR (Name): DEFENDANT REPRESENTING HIMSELF	FOR COURT USE ONLY VENTURA SUPERIOR COURT FILED APR 29 2019 MICHAEL D. PLANET Executive Officer and Clerk BY: <i>[Signature]</i> Deputy MINA LEMOS
SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 800 S. VICTORIA AVE. MAILING ADDRESS: SAME CITY AND ZIP CODE: VENTURA, CA 93009 BRANCH NAME: MAIN COURTHOUSE	
Plaintiff: THE BECKER GROUP, INC. Defendant: MAGDY YASSA, individually, and dba Treasures	
ANSWER—UNLAWFUL DETAINER	CASE NUMBER: 56-2019-00527567-CU-UD-VTA

1. Defendant (each defendant for whom this answer is filed must be named and must sign this answer unless his or her attorney signs): MAGDY YASSA DBA TREASURES *aka Magdy Yassa, individually, and dba Treasures*

answers the complaint as follows:

2. Check **ONLY ONE** of the next two boxes:

- a. ☐ Defendant generally denies each statement of the complaint. (Do not check this box if the complaint demands more than \$1,000.)
- b. ☒ Defendant admits that all of the statements of the complaint are true EXCEPT:
- (1) Defendant claims the following statements of the complaint are false state paragraph numbers from the complaint or explain below or on form MC-025: ☐ Explanation is on MC-025, titled as Attachment 2b(1).

#11, #17

- (2) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (state paragraph numbers from the complaint or explain below or on form MC-025):
- ☐ Explanation is on MC-025, titled as Attachment 2b(2).

3. AFFIRMATIVE DEFENSES (NOTE: For each box checked, you must state brief facts to support it in item 3k (top of page 2).)

- a. ☒ (nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b. ☐ (nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c. ☐ (nonpayment of rent only) On (date): before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d. ☒ Plaintiff waived, changed, or canceled the notice to quit.
- e. ☐ Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f. ☒ By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g. ☐ Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):
- (Also, briefly state in item 3k the facts showing violation of the ordinance.)
- h. ☒ Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- i. ☐ Plaintiff seeks to evict defendant based on acts against defendant or a member of defendant's household that constitute domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (A temporary restraining order, protective order, or police report not more than 180 days old is required naming you or your household member as the protected party or a victim of these crimes.)
- j. ☒ Other affirmative defenses are stated in item 3k.

CASE NUMBER:

56-2019-00527567-CU-UD-VTA

3. AFFIRMATIVE DEFENSES (cont'd)

- k. Facts supporting affirmative defenses checked above (*identify facts for each item by its letter from page 1 below or on form MC-025*):

☒ Description of facts is on MC-025, titled as Attachment 3k.

4. OTHER STATEMENTS

- a. ☐ Defendant vacated the premises on (*date*):
- b. ☐ The fair rental value of the premises alleged in the complaint is excessive (*explain below or on form MC-025*):
☐ Explanation is on MC-025, titled as Attachment 4b.
- c. ☐ Other (*specify below or on form MC-025 in attachment*):
☐ Other statements are on MC-025, titled as Attachment 4c.

5. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. ☒ reasonable attorney fees.
- d. ☒ that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.
- e. ☐ Other (*specify below or on form MC-025*):
☐ All other requests are stated on MC-025, titled as Attachment 5e.

6. Number of pages attached: 2

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code §§ 6400—6415)

7. (*Must be completed in all cases.*) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (*If defendant has received any help or advice for pay from an unlawful detainer assistant, state*):

a. Assistant's name:

b. Telephone No.:

c. Street address, city, and zip code:

d. County of registration:

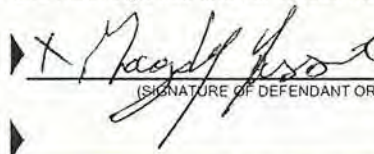
e. Registration No.:

f. Expires on (*date*):

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless his or her attorney signs.)

MAGDY YASSA

(TYPE OR PRINT NAME)



(SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

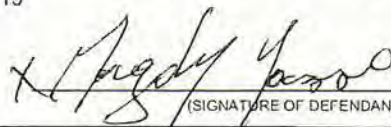
VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Date: APRIL 27, 2019

MAGDY YASSA

(TYPE OR PRINT NAME)



(SIGNATURE OF DEFENDANT)