

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

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

Eva Ayala, Paula D. Vinnage, West Coast Escrow Company,
Erik Messinger, Keller Williams Realty, Coldwell Banker Realty,
Frank Del Rio, Ebrahim Karimi, Maryam Karimi

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

David Benson

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
AUG 18 2022
DAVID H. YAMASAKI, Clerk of the Court

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 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. 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. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 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. 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.

The name and address of the court is:
(El nombre y dirección de la corte es):

JUDGE MARTHA GOODING

CASE NUMBER: (Número del Caso):
01275636

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE,
CENTRAL JUSTICE CENTER, 700 CIVIC CENTER DRIVE WEST, SANTA ANA, CA 92701

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):

DAVID BENSON, 1645 ORANGEWOOD AVE, ORANGE, CA 92868 (714)381-7338

DATE: 08/18/22
(Fecha)

DAVID H. YAMASAKI
Clerk, by (Secretario)

J. Range
, Deputy (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).)



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Benson 1645 Orangewood Ave. Orange, CA 92868 TELEPHONE NO.: 714-381-7338 FAX NO.: ATTORNEY FOR (Name): Sui juris	FOR COURT USE ONLY <h1 style="font-size: 2em; margin: 0;">FILED</h1> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER AUG 18 2022 DAVID H. YAMASAKI, Clerk of the Court BY: _____ DEPUTY 30-2022
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: Santa Ana, CA 92701 CITY AND ZIP CODE: BRANCH NAME: Central Justice Center	CASE NUMBER: 01275636
CASE NAME: <h2 style="margin: 0;">Benson v. Eva Ayala, et al.</h2>	JUDGE: DEPT: <h2 style="margin: 0;">JUDGE MARTHA GOODING</h2>
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 checked="" type="checkbox"/> Other real property (26) Unlawful Detainer <input 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)
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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): 1
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: 08-18-22 David Benson
(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.

1. David Benson
1645 Orangewood Ave.
2. Orange, California
714-381-7338
3. Sui juris

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

AUG 18 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

8. SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9. FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
COUNTY OF ORANGE

30-2022

10. David Benson,)
11. Claimant,)
12. vs.)
13. Eva Ayala,)
14. Paula D. Vinnage,)
15. West Coast Escrow Company,)
16. Erik Messinger,)
17. Keller Williams Realty,)
Coldwell Banker Realty,)
18. Frank Del Rio,)
Ebrahim Karimi, and)
Maryam Karimi,)
19. Defendants.)

CASE # 01275636

DECLARATION RE **JUDGE MARTHA GOODING**
CLAIM FOR
QUIET TITLE TO REAL PROPERTY,
TRESPASS
(Verified)

20. DECLARATION

21.
22. 1. I am David Benson, a people of the state of California, and
23. in this court of record claim against the following Defendants:
24. Eva Ayala, Paula D. Vinnage, West Coast Escrow Company, Erik
25. Messinger, Keller Williams Realty, Coldwell Banker Realty,
26. Frank Del Rio, Ebrahim Karimi, and Maryam Karimi.

1. 2. Defendants Eva Ayala, Paula D. Vinnage, Erik Messinger,
2. Frank Del Rio, Ebrahim Karimi, and Maryam Karimi at all times
3. herein mentioned were each resident of County of Orange, State
4. of California.

5.
6. 3. Plaintiff is ignorant of the true names and capacities of
7. Defendants West Coast Escrow Company, Keller Williams Realty,
8. and Coldwell Banker Realty at all times relevant to this action;
9. and therefore sues those defendants by such fictitious names.
10. Claimant Benson will amend this complaint to allege their true
11. names and capacities when ascertained.

12.
13. 4. Plaintiff is informed and believes, and based thereon
14. alleges that, at all times herein mentioned, each of the
15. Defendants sued were the agents, employees, partners, co-
16. conspirators, successors or predecessors in interest, or
17. employers of the remaining Defendants and, in doing the things
18. alleged, were acting within the purpose and scope of such
19. agency, employment and/or conspiracy. Plaintiff is further
20. informed and believes and based thereon alleges that the acts
21. and conduct alleged of each such Defendant were known to,
22. authorized by, and/or ratified by the other Defendants, and each
23. of them.

24.
25. 5. Defendants, and each of them, aided and abetted, encouraged
26. and rendered substantial assistance to each other in breaching
27. their obligations to Claimant as alleged. In taking action, as

1. alleged, to aid and abet and substantially assist the
2. commissions of these wrongful acts and other wrongdoings
3. complained of, each of the Defendants acted with an awareness of
4. its primary wrongdoing and realized that its conduct would
5. substantially assist the accomplishment of the wrongful conduct,
6. wrongful goals, and wrongdoing.

7.
8. 6. Claimant Benson is, and at all times herein mentioned, the
9. owner and/or entitled to possession of the property located at
10. 2618 East Orange Grove Ave., Orange, California, and is in
11. possession of said property.

12.
13. 7. Claimant Benson is informed and believes and thereupon
14. alleges that Defendants, and each of them, claim an interest in
15. the property adverse to Claimant herein. However, the claim of
16. said Defendants is without any right whatsoever, and said
17. Defendants have not legal or equitable right, claim, or interest
18. in said property.

19.
20. 8. Claimant Benson and Defendant Ebrahim Karimi agreed that
21. Claimant Benson was not obligated to purchase the property.
22. Claimant opted out of the purchase, but West Coast Escrow
23. Company in concert with others knowingly, willfully,
24. fraudulently and surreptitiously altered and recorded a transfer
25. of title.

26.
27. 9. Claimant Benson therefore seeks a declaration that the title

1. to the subject property is vested in Claimant Benson___ alone
2. and that the defendants herein, and each of them, be declared to
3. have no estate, right, title or interest in the subject property
4. and that said defendants, and each of them, be forever enjoined
5. from asserting any estate, right, title or interest in the
6. subject property adverse to Claimant Benson.

7.

8. 10. Pursuant to Code of Civil Procedure section §392(a), venue
9. is proper in this County because the property is located in the
10. County of Orange, and because business transactions between the
11. Claimant and Defendants, as alleged, occurred within the County
12. of Orange.

13.

14. 11. The subject property is legally described as

15. LOT 10 OF TRACT NO. 1876, IN THE CITY OF ORANGE,
16. COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP
17. RECORDED IN BOOK 64, PAGE 1 OF MISCELLANEOUS MAPS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

17.

18. and commonly known as

19. 2618 East Orange Grove Ave., Orange, California.

20.

21. 12. Defendants engaged in business within the State of
22. California related to the events which give rise to the instant
23. lawsuit. The subject events transpired within the State of
24. California. Defendants have "sufficient minimum contacts" with
25. the State of California such that this Court's exercise of
26. personal jurisdiction over Defendants herein "[does] not offend

27.

1. traditional notions of fair play and substantial justice".¹

2.
3. FACTUAL BACKGROUND
4.

5. 13. Claimant Benson was pressured by other legal events to
6. place into the real estate market the property commonly known as
7. 2618 East Orange Grove Ave., Orange, California.
8.

9. 14. Defendants at all times were aware of Claimant's situation.
10.

11. 15. At a meeting with Defendant Paula D. Vinnage, Claimant
12. Benson tentatively signed the grant deed, which according to
13. Paula would save a trip to the escrow company if Benson decides
14. to close the sale/escrow. Benson did not sign all documents
15. because he felt uncomfortable about Paula's suggestion.
16. Claimant made a hand-written notation on the grant deed and
17. attached "Attachment A". See Exhibit 1, a photocopy of said
18. unrecorded Grant Deed and its Attachment A.
19.

20. 16. Exhibit 2 shows the text messages (June 28, 2022 09:13am
21. and June 29, 2022 09:07am) from Ebrahim (aka Abraham) confirming
22. that Benson & Ebrahim (aka Abraham) agreed that Benson could
23. decide to not follow through with the sale.
24.

25. 17. Benson decided not to perfect the sale. On June 29, 2022
26.

27. ¹ *International Shoe Co. v. Washington*, 336 U.S. 310, 316 (1945).

1. 10:19am Frank Del Rio of Coldwell Banker Realty called Benson
2. and confirmed that the time expired and the sale could not
3. happen.

4.
5. 18. Later, Benson found out the sale was perfected. On
6. information and belief, Benson alleges that without the
7. knowledge of Benson, the Grant Deed was altered by Paula D.
8. Vinnage of West Coast Escrow Company. Attachment A was removed
9. and the notation regarding "Attachment A" was removed, and a new
10. notation ("Exhibit A") was added along with an attached "Exhibit
11. A". See Exhibit 3, Altered Grant Deed with Exhibit A, which
12. show the alterations.

13.
14. 19. Also, without the knowledge of Benson, on information and
15. belief, Benson alleges that the notary statement was unlawfully
16. added by notary Eva Ayala to the Grant Deed a week after the
17. alleged signing.

18.
19. 20. On July 26, 2022, Benson received an aggressive call from
20. Erik Messinger of Keller Williams Realty. The caller was well
21. beyond reasonable, akin to what one might experience from an
22. out-of-control bill collector. It's unfortunate that his
23. behavior required extraordinary response equal to his distemper.
24. Finally, Messinger attempted to exculpate himself by writing
25. about the incident to seven persons who Benson had no idea would
26. benefit by receiving a report of the incident.

1. 21. Erik Messinger and Keller Williams Realty are named
2. defendants because they employ uncivilized harassment and
3. improper case-building as part of their business conduct. See
4. Exhibit 6, Messinger letter.

5.
6. PRAYER

7.
8. 22. WHEREFORE, Claimant prays judgment against defendants and
9. each of them, as follows:

10.
11. 23. For an order compelling said Defendants, and each of them,
12. to transfer legal title and possession of the subject property
13. to Claimant Benson, effective June 30, 2022 (the same date that
14. the unlawful title was recorded);

15.
16. 24. For a declaration and determination that Claimant Benson is
17. the rightful holder of title to the property and that Defendants
18. herein, and each of them, be declared to have no estate, right,
19. title or interest in said property;

20.
21. 25. For a judgment forever enjoining said Defendants, and each
22. of them, from claiming any estate, right, title or interest in
23. the subject property;

24.
25. 26. For costs of suit herein incurred;

26.
27. 27. For such other and further relief as the court may deem

1. proper.

3. VERIFICATION

5. 28. I am David Benson. I am the Claimant in this case. I have
6. personal knowledge of the foregoing facts and am competent to
7. testify as to the truth of these facts if called as a witness.
8. I declare under penalty of perjury under the laws of the State
9. of California that the foregoing is true and correct, and that
10. this declaration was executed in the County of Orange, on
11. August 18, 2022.

12. _____
13. David Benson

EXHIBIT 1
UNRECORDED GRANT DEED AND ATTACHMENT A

Orange, CA 92867
Order No.: 112207978-DL
Escrow No.: 4530722-03179-PV
A.P.N.: 383-214-03

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ 1,177.00 CITY TRANSFER TAX IS \$ 5.00
] computed on full value of property conveyed, or
] computed on full value less value of liens or encumbrances remaining at time of sale.
] unincorporated area [] City of Orange AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
David Benson, Trustee of David Benson Revocable Living Trust dated August 11, 2014

hereby GRANT(S) to Ebrahim Karimi and Maryam Karimi, husband and wife as joint tenants

the following described real property in the County of Orange, State of California:

Lot 10, Tract No. 1876, in the County of Orange, State of California, as per map recorded in
Book 64, Page(s) 1 of Maps, in the office of the County Recorder of said County.

AKA: 2618 East Orange Grove Avenue, Orange, CA 92867
Dated: May 17, 2022

David Benson Revocable Living Trust dated August
11, 2014


By: David Benson, Trustee

see: attachment (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 _____) SS.

_____ before me _____ Notary Public, personally appeared

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

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 _____
Signature of Notary

Commission Expiration Date: _____

TAX STATEMENTS: To the parties as shown above



EQUITY TITLE
COMPANY

see attachment (f.)

Not to proceed to sale
before 5-31-2022.

Benson will notify Paula
in the event pending litigation
freezes the transfer or sale

5-24-2022

EXHIBIT 2
EBRAHIM MESSAGES

Tuesday, April 23, 2022



Hi this is Abraham

9:12 PM



Tomorrow is last
day for us to close
the deal
If you can make it
that's fine
Otherwise we have
to walk out my
friend

9:13 PM

I do not have the
strength to call you with
information you do not
want to hear. Please ex
cuse me for now.

9:13 PM

< Abraham
7147978336



A No problem

Are you going to
make it tomorrow?
Or you can't?

9:14 PM

Wednesday, June 29, 2022

A Hi good morning

★ 9:04 AM

A my friend
Hopefully every-
thing going well for
you in the future
Anyway today is our
deadline
If you can do it
please do it
If not
That's okay
Take care and have
a wonderful life 🙏

★ 9:07 AM



EXHIBIT 3
RECORDED GRANT DEED WITH ALTERATIONS



2022000233853 3:50 pm 06/30/22

227 RW9A G02 2 08

588.50 588.50 0.00 0.00 3.00 0.00 0.000.000.00 0.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Ebrahim Karimi and Maryam Karimi
2618 East Orange Grove
Orange, CA 92867

Order No.: 112207978-DL
Escrow No.: 4530722-03179-PV
A.P.N.: 383-214-03

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ 1,177.00

CITY TRANSFER TAX IS \$.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area City of Orange AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
David Benson, Trustee of David Benson Revocable Living Trust dated August 11, 2014

hereby GRANT(S) to **Ebrahim Karimi and Maryam Karimi, husband and wife as joint tenants**

the following described real property in the County of Orange, State of California:

Lot 10, Tract No. 1876, in the County of Orange, State of California, as per map recorded in Book 64, Page(s) 1 of Maps, in the office of the County Recorder of said County.

EXHIBIT A

AKA: 2618 East Orange Grove Avenue, Orange, CA 92867
Dated: May 17, 2022

David Benson Revocable Living Trust dated August 11, 2014

By: David Benson, Trustee
David Benson

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 Orange)SS.

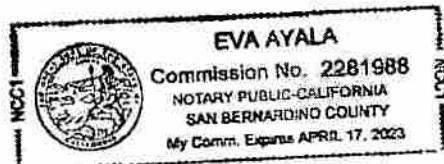
On 5-24-22 before me Eva Ayala Notary Public, personally appeared David Benson

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
Signature of Notary
Commission Expiration Date: April 17, 2023



MAIL TAX STATEMENTS: To the parties as shown above

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 383-214-03

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

LOT 10, TRACT NO. 1876, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS RESERVED BY JENNIE H. BLAKELEY, A WIDOW, IN DEED RECORDED MAY 28, 1954 IN BOOK 2737 PAGE 387 OFFICIAL RECORDS, WHICH DEED PROVIDES AS FOLLOWS: "WITHOUT RIGHT OF ENTRY ABOVE A DEPTH OF 1000 FEET FROM THE SURFACE OF SAID LAND."

Certified Copy of doc

THIS IS A CERTIFIED COPY OF THE RECORD IF IT BEARS THE SEAL, AND SIGNATURE OF THE ORANGE COUNTY CLERK-RECORDER.

DATE: 8/11/2022

CERTIFICATION FEE: 3.00



COUNTY CLERK-RECORDER

Jugh Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

number 2022000233853

EXHIBIT 4
ESCROW WITH PAGE 7 NOTATION

ADDITIONAL ESCROW INSTRUCTIONS/GENERAL PROVISIONS

TERMS OF TRANSACTION

ESCROW OFFICER: PAULA D. VINNEDGE	DATE: APRIL 25, 2022
PROPERTY ADDRESS: 2618 East Orange Grove Orange, CA 92867	ESCROW NO.: 4530722-03179-PV
CLOSING DATE: May 17, 2022	
Buyer or Broker will deposit with Escrow Holder an initial deposit in the amount of:	\$28,950.00
<i>In the event Buyer is to obtain financing, Loan Amount(s) and Terms shall be stipulated on the loan documents deposited into Escrow.</i>	
PURCHASE PRICE:	\$1,070,000.00

West Coast Escrow is licensed by the State of California, Department of Financial Protection and Innovation, License No. 963-1275.

COLDWELL BANKER REALTY who is serving as your and/or another person's broker in connection with this real estate transaction is affiliated with West Coast Escrow as West Coast Escrow's parent company is owned by the same company that owns COLDWELL BANKER REALTY's parent company.

Subject property is located in the City of Orange, County of Orange, State of California, and is described as follows:

Lot 10, Tract No. 1876, in the County of Orange, State of California, as per map recorded in Book 64, Page(s) 1 of Maps, in the office of the County Recorder of said County.

The undersigned Buyer ("Buyer" herein shall refer to and include all buyers) and Seller ("Seller" herein shall refer to and include all sellers) in the above-referenced escrow (the "Escrow") herewith provide **West Coast Escrow** Company ("Escrow Holder," "you" or "your") a copy of the **California Residential Purchase Agreement and Joint Escrow Instructions dated April 18, 2022, Counter Offer(s) No(s): SMC0 #1 and BCO #1, and Addendum(s) No(s): n/a**, (collectively, the "Purchase Agreement"). Applicable provisions of the Purchase Agreement shall serve as escrow instructions to Escrow Holder, when executed and legible, in conjunction with these Additional Escrow Instructions/General Provisions (the "General Provisions"). The applicable provisions of the Purchase Agreement and these General Provisions are collectively referred to herein as the "Escrow Instructions." Escrow Holder is not to be concerned with or liable for any other obligations, express, implied or equitable, between or among the Buyer, Seller and/or their Brokers. To the extent the General Provisions are inconsistent or conflict with the Purchase Agreement, the General Provisions will control as to the duties and obligations of Escrow Holder only. The undersigned will deliver to Escrow Holder any and all instruments and funds required for Escrow Holder to comply with the Escrow Instructions. Your duty to act as Escrow Holder shall not commence until you receive the Purchase Agreement signed by all parties.

TITLE SHALL BE VESTED IN: Ebrahim Karimi Maryam Karimi

(Buyer shall provide Escrow Holder with a complete vesting prior to the close of Escrow. Escrow Holder is authorized and directed to correct the Grant Deed associated with the above-numbered Escrow to reflect (1) the vesting designated by Buyer, and (2) the final documentary and city transfer taxes, over the notarized signature of Seller thereon, with no further authorization required.)

SELLER INITIALS: DS BUYER INITIALS: _____

1. Responsibilities of Escrow Holder:

- A. Escrow Holder's rights and liabilities are as an Escrow Holder only, not as a trustee, and no fiduciary or other legal relationship is created.
- B. Escrow Holder's duties herein are limited to the safekeeping of funds and documents received by you as Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by you in this Escrow. Escrow Holder shall not be liable for any damages, losses, costs or expenses incurred by any party as a result of any good faith act or failure to act by Escrow Holder, or for any action taken that Escrow Holder shall in good faith believe to be necessary.
- C. Escrow Holder is authorized and directed to deposit any and all funds received in this Escrow in a trust account with any state or national bank in the name of Escrow Holder (the "Escrow Trust Account") pending the completion of this Escrow. The Escrow Trust Account may also include escrow funds from other customers for unrelated transactions. UNLESS OTHERWISE AGREED TO IN WRITING, EACH PARTY UNDERSTANDS THAT THE ESCROW TRUST ACCOUNT IS NON-INTEREST BEARING. NO FINANCIAL OR OTHER BENEFITS WILL BE EARNED BY OR PROVIDED TO BUYER OR SELLER WITH RESPECT TO SUCH FUNDS. ESCROW HOLDER AND ITS AFFILIATES MAY RECEIVE DIRECT OR INDIRECT FINANCIAL AND OTHER BENEFITS FROM THE DEPOSITORY WITH RESPECT TO SUCH FUNDS. THESE BENEFITS SHALL BE TREATED AS ADDITIONAL COMPENSATION TO ESCROW HOLDER FOR ITS SERVICES IN THIS TRANSACTION, AND ESCROW HOLDER SHALL HAVE NO OBLIGATION TO ACCOUNT TO THE PRINCIPALS FOR THE VALUE OF ANY SUCH BENEFITS.
- D. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THE PURCHASE AGREEMENT, ESCROW INSTRUCTIONS, AMENDMENTS, OR LENDER INSTRUCTIONS, ESCROW HOLDER SHALL NOT BE REQUIRED TO VERIFY THE AUTHENTICITY OF SIGNATURES OR TO INVESTIGATE WHETHER THERE IS FALSE IMPERSONATION, FORGERY, OR FRAUD WITH RESPECT TO DOCUMENTS DEPOSITED INTO THIS ESCROW BY BUYER, SELLER OR THEIR AGENTS.
- E. ESCROW HOLDER IS NOT LIABLE OR RESPONSIBLE IN ANY MANNER FOR THE SUFFICIENCY OR CORRECTNESS AS TO FORM, CONTENT, MANNER OF EXECUTION, OR VALIDITY OF ANY DOCUMENTS PROVIDED TO ESCROW HOLDER, OR AS TO THE IDENTITY, AUTHORITY, CAPACITY OR RIGHTS OF ANY PERSON(S) EXECUTING SUCH DOCUMENTS. ESCROW HOLDER IS NOT LIABLE OR RESPONSIBLE FOR ANY LOSS THAT MAY OCCUR BY REASON OF FORGERIES, FRAUD OR FALSE REPRESENTATIONS MADE BY OR INVOLVING THE PRINCIPAL PARTIES HERETO OR ANY THIRD PARTIES.

2. Responsibility of Sub-Escrow Holder: If it is necessary, proper or convenient for the consummation of this Escrow, Escrow Holder is directed to transfer or cause to be transferred any funds and documents from Buyer, Seller or other parties with regard to this Escrow to a sub-Escrow Holder. Buyer and Seller are aware that any title company utilized for obtaining a title insurance policy may be utilized in this Escrow as a sub-Escrow Holder. A sub-Escrow Holder, if appointed, shall be charged with the exclusive duty of making the payment of any taxes and beneficiary or payoff demands with the funds it receives, and to obtain a full or partial reconveyance of any liens or encumbrances necessary to place the title of the property in the manner provided for in any agreement, lender instructions or other instructions. Buyer and Seller acknowledge and accept that the sole and exclusive remedy for any injury or damages arising out of the actions of a sub-Escrow Holder shall lie only against the sub-Escrow Holder and not Escrow Holder.

3. Title Insurance: If a title company is specified by Buyer and/or Seller in the Purchase Agreement or otherwise, Escrow Holder is instructed to open a title order with said title company (the "Title Company"). Any preliminary title report obtained from the Title Company is subject to the limitations of California Insurance Code §12340.11, and Escrow Holder makes no warranties or representations as to the condition of title to the subject property at any time. Buyer and Seller authorize and instruct Escrow Holder to utilize the legal description provided by the Title Company for the preparation of any deed or other documentation necessary to close this transaction. Escrow Holder has no duty to investigate, does not warrant the accuracy of said legal description, and is held harmless and specifically released of any and all liability or responsibility, in connection therewith.

4. Time For Performance: If the date by which a Buyer's or Seller's performance is due is other than Escrow Holder's regular business day, such performance shall be due on the next succeeding business day. In the event that the conditions of this escrow have not been complied with at the expiration of the time provided for herein, or any extension thereof, Escrow Holder is nevertheless instructed to complete the same at the earliest possible time thereafter, unless a party makes written demand upon you for cancellation and the return of the money and/or instruments deposited. If written demand to cancel is received, at Escrow Holder's sole discretion, you may stop and withhold all further proceedings in this escrow without liability for interest on funds held or for damages, until

SELLER INITIALS: DB BUYER INITIALS: _____

satisfactory mutual cancellation instructions signed by all parties are deposited into escrow, the demand is withdrawn by the party, or by further mutual instructions or order in a form satisfactory to Escrow Holder.

5. **Property Tax Proration:** Escrow Holder will prorate real property taxes based upon tax figures provided by the Title Company, without liability to Escrow Holder as to their correctness. Buyer is aware that the property will be reassessed upon change of ownership. The County Tax Assessor may issue supplemental tax bills for more than the amount used for prorating purposes, or in the event there has been an overpayment, the overpayment amount may not be refunded, but may instead be held for a subsequent credit against the payment of future taxes on the property. Buyer and Seller hereby agree that any overpayment or underpayment of taxes shall be handled by and between the Buyer and Seller outside of escrow. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED BY AND BETWEEN BUYER AND SELLER OUTSIDE OF ESCROW. Escrow Holder is hereby released from responsibility or liability of any kind arising out of any such overpayment or underpayment of taxes. This release shall survive the close of escrow.
6. **Preliminary Change of Ownership Report:** Section 480.3 of the Revenue and Taxation Code requires that a "Preliminary Change of Ownership Report" be completed and certified by Buyer, and filed concurrently with the Deed or other documents that reflect a change of ownership in real property. The Buyer herein agrees to complete and sign such a report and deliver same to Escrow Holder. Escrow Holder shall forward same to the Title Company for submission to the Recorder's Office at the Close of Escrow. Buyer understands and acknowledges that should the fully completed/certified report not accompany the conveyance document, the County Recorder's Office may reject the filing and/or charge an additional non-refundable fee. In addition to this fee, there may be other expenses incurred by Buyer outside of escrow or after the close of escrow due to Buyer's failure to file a completed/certified report. Buyer authorizes Escrow Holder to debit the Buyer's account for the fee charged by the Recorder's Office in the event the change of ownership statement is not deposited with Escrow Holder prior to the close of escrow. Buyer is responsible for completing and returning any Change of Ownership Report required by the County Tax Assessor after the close of escrow and is exclusively responsible for any penalty or reassessment tax imposed by the County Tax Assessor for Buyer's failure to return a Change of Ownership Report to the Office of the County Assessor.
7. **Foreign Investment In Real Property Tax Act (FIRPTA) Withholding:** Buyer and Seller are aware of the requirements of Internal Revenue Code, Section 1445, Foreign Investment in Real Property Tax Act (FIRPTA), which provides that every Buyer must, unless an exemption applies, deduct 10%-15% of the gross sales price from Seller's proceeds and pay those funds to the Internal Revenue Service at the close of escrow if the Seller is a "foreign person" under that statute. The funds will be paid to the Internal Revenue Service with or without a Tax ID number. In the event that Seller does not have a Tax ID number, Seller must apply for one immediately. Seller will not be eligible for a refund from the Internal Revenue Service, if one is due, if the funds deducted are submitted to the Internal Revenue Service without a Tax ID number.
8. **Tax Reporting/1099:** Under the Tax Reform Act, Internal Revenue Code Section 6045(e), Escrow Holder will report the gross proceeds from the transfer of an ownership interest in real estate to the Internal Revenue Service ("IRS"). The Seller/Transferor is required by law to furnish a correct Taxpayer Identification Number ("TIN") or Social Security Number to Escrow Holder. Each Seller/Transferor must provide a permanent address to which the Escrow Holder can mail IRS Form 1099-S following the close of escrow. In the event there is more than one Seller/Transferor, documentation regarding the allocation of the gross proceeds from this transaction must be received by Escrow Holder prior to the date of closing.
9. **Allocation of Costs:** Escrow Holder is instructed to debit Buyer and Seller in accordance with the Purchase Agreement and to pay bills as presented. All parties agree to pay escrow fees and charges, including messenger fees, overnight delivery charges, recording fees, charges for evidence of title, homeowner's association fees, returned check charges and notary fees, if applicable, at close of escrow or upon cancellation. All parties are aware that Buyer or Seller may be eligible for a repeat client/courtesy discount. All other closing costs are to be charged pursuant to the Purchase Agreement. Escrow Holder is authorized to pay or prorate any bonds, assessments, taxes, or liens of record, in accordance with the Purchase Agreement.
10. **Authorization to Release Documentation:** Unless otherwise instructed, Buyer and Seller hereby authorize Escrow Holder to release estimated closing statements, executed escrow instructions, amendments, "short-pay approvals," final closing statement or consolidated HUD-1, ALTA Settlement Statement, and/or Closing Disclosure to any new lender or "short-pay" lender necessary to close the Escrow. Escrow Holder may release a copy of these instructions, amendments, and notice of cancellation, trust certification, title reports, estimated and closing statements, ALTA Settlement Statement, and/or Closing Disclosure to any real estate broker, lender or title company referenced in the Purchase Agreement, prior to close of escrow.
11. **Beneficiary Statements/Payoff Demands:** Escrow Holder is not responsible for the contents or accuracy of any beneficiary demands, beneficiary statements, or payoff demands delivered by existing lien holders or homeowner's

SELLER INITIALS: OB BUYER INITIALS: _____

associations. Escrow Holder is authorized to pay through escrow any sums necessary to obtain any requisite reconveyances and to convey title to the property in the condition called for in the Purchase Agreement. Escrow Holder is not required to submit any such beneficiary statements and/or payoff demands to the parties for approval before the close of escrow unless expressly instructed to do so in separate and specific written escrow instructions. Seller is aware that interest on existing loans is paid in arrears, and Seller's account will be charged interest on the payoffs of existing loans until the lender receives the payoff funds.

12. **Final Funds:** The parties agree to pay all funds required to close this Escrow ("Final Funds") upon demand. The parties understand that closing funds to be deposited by Buyer, Seller and/or Lender must be CLEARED as "Good Funds" pursuant to Section 12413.1 of the California Insurance Code prior to recordation (close of escrow). Seller's/Buyer's/Borrower's/Lender's deposit of Final Funds with Escrow Holder shall be deemed satisfaction and removal of all contingencies, confirmation of Buyer's receipt of all municipal reports and disclosures, the approval of the loan documents, and the parties' authorization to close Escrow. All parties depositing funds in connection with this Escrow are hereby notified that the funds so deposited are insured only to the current limits of the Federal Deposit Insurance Corporation. Funds to close must be sent to Escrow Holder in the form of a wire transfer to the Escrow Trust Account no later than TWO (2) business days prior to recording to avoid any delay in closing. ALL FUNDS DEPOSITED IN ESCROW FOR CREDIT OF BUYER MUST BE WIRE TRANSFERRED. WIRE INSTRUCTIONS: Online banking fraud is on the rise. If Buyer or Seller or their agents receive an email containing Wire Transfer Instructions that is not password protected, please contact your escrow officer immediately to verify the information prior to sending funds.

13. **New Loans (If Applicable):**

- A. Buyer is aware that interest on any new loan will accrue from the date of Lender's funding and that there may be a delay between the funding date and recording date. Escrow Holder shall have no liability with respect to interest on any loan resulting from the early or delayed funding by the Lender. Escrow Holder may return any funds received from a new lender upon Lender's demand prior to the close of escrow.
- B. Buyer and Seller acknowledge that Escrow Holder does not interpret or explain loan documents, nor is Escrow Holder responsible, involved or concerned with the loan application, qualifications, underwriting, disclosures, approval and processing of any loan, or the contents, terms or effects of documents prepared by the Lender. The Lender is responsible for the sufficiency and correctness of its own loan documents and for the qualifications of the Borrower(s). Buyer's execution of Lender's documents will signify Buyer's approval of all terms and conditions contained therein and Escrow Holder's authority to comply with Lender's requirements.
- C. Escrow Holder is not a "creditor" with regard to any new loans and therefore has no duty of disclosure in connection therewith. Escrow Holder will complete the HUD-1, ALTA Settlement Statement, and/or Closing Disclosure in reliance on the information provided to Escrow Holder by the loan broker or lender, without verification.
- D. In the event of any conflict between the terms of any Lender's Instructions and these Escrow Instructions, these Escrow Instructions shall govern the duties and obligations of Escrow Holder. Notwithstanding any lender's or lien holder's instructions submitted to the Escrow Holder for Escrow Holder's signature, no fiduciary relationship shall arise between Escrow Holder and any lender, lien holder, creditor or other third party.
- E. Buyer understands it is Lender's responsibility to provide Buyer with copies of loan documents. In the event copies of all loan documents are not furnished by Lender, Escrow Holder is authorized to charge Buyer \$50.00 to provide copies. In the event loan documents are transmitted to Escrow Holder via email, it is understood that Escrow Holder will not be responsible for the correctness and/or contents of such loan documents. Buyer agrees to pay a separate fee of \$50.00 for this printing service, per set of documents, in addition to the copying charge as outlined above.

14. **Electronic Signatures:** Escrow Holder is hereby authorized to accept electronic signatures as original signatures of the parties on the Purchase Agreement, Addendum(s), Listing Agreement, and all future documents and instructions received. Buyer and Seller acknowledge that they may be required to submit documents with traditional live signatures into this Escrow under certain circumstances, including but not limited to: 1) Where traditional live signatures are mandatory (such as recordable documents, city reports, government and/or lender documents); 2) As may be required by lenders; and 3) As may be required by Escrow Holder on any document in its sole discretion if deemed a traditional live signature is required.

15. **Property Insurance:** Escrow Holder is hereby instructed to pay from Buyer's account the first year's premium to Buyer's chosen insurer and may forward a copy of any evidence of an insurance policy to Lender, if requested. Escrow Holder is authorized and instructed to debit funds deposited by Buyer for payment of any fees assessed by the homeowner's association's ("HOA") insurer for issuance of their Certificate. Escrow Holder is not to be concerned with and shall have no further duty or responsibility regarding hazard insurance or homeowner's insurance coverage.

SELLER INITIALS: DS BUYER INITIALS: _____

In the event of an all-cash transaction, Buyer has the option of obtaining hazard insurance and paying any associated premiums through escrow, by designating the insurer to be used and depositing funds into escrow for the first year premium. Buyer is exclusively responsible to confirm issuance of any policy, with the desired coverage, at the close of escrow.

16. No Disclosures or Warranties:

- A. Buyer and Seller acknowledge that there may be civil or municipal disclosure(s), ordinance requirement(s), use regulations, and/or property reports that would affect the transfer of the real property. Buyer and Seller acknowledge that they have been encouraged to seek appropriate advice from legal and/or real estate professionals to ascertain what disclosures, certificates, reports and/or civil or municipal ordinances, need to be complied with outside of escrow. Escrow Holder has no responsibility or liability in connection with the validity, regularity or sufficiency of any such disclosures, notices or reports, regarding civil or municipal ordinances.
- B. If Escrow Holder receives a request or application for a Residential Property Report or Certificate of Compliance, Escrow Holder may forward same to the appropriate governmental agency, and charge Seller with any associated fees, unless otherwise instructed. Escrow Holder is not responsible or liable for the content or timeliness of any request, application, or response of any governmental agency.
- C. Escrow Holder is not responsible or to be concerned with the giving of any disclosures except those expressly required by Federal or State law. Escrow Holder has no responsibility or concern with the effect of (1) zoning ordinances, (2) homeowner's associations, (3) building occupancy restrictions or certificates, or (4) covenants, conditions, and restrictions ("CC&Rs") that may pertain to or affect the subject property or improvements thereto.

17. Disbursements: Disbursements shall be made by Escrow Holder either by check or wire transfer. Checks not presented for payment within six months after the date set forth thereon are subject to applicable service charges. All documents and funds shall be transmitted to the respective parties by United States mail to the addresses provided to Escrow Holder, unless otherwise instructed. Escrow Holder has no control or liability regarding a bank's timely processing or receipt of any disbursement made by check or wire transfer pursuant to Buyer's or Seller's instruction. It shall be Buyer's and Seller's duty to provide correct and accurate wire instructions to Escrow Holder. Escrow Holder is not responsible or liable for any loss or damage caused by delays or rejection of wire transfers due to incorrect routing or account numbers, account payees and/or account beneficiaries on any account into which Escrow Holder is directed to wire funds.

18. Assignment of Proceeds: If Seller unilaterally assigns any portion of the proceeds of this Escrow to be paid to any person or entity other than the original Seller, or if such a transfer occurs by operation of law, such assignment or transfer shall be subordinated to the fees and expenses of this Escrow, liens of record, and payments directed to be made by Buyer and Seller together. If full payment of such assignment would result in insufficient funds to close, after deduction of said expenses, liens and payments, then Escrow Holder is directed to close nevertheless, and pay any such assignments out of the remaining proceeds in the order in which such assignments are received.

19. Reimbursement of Funds: If Escrow Holder disburses more funds to or for the benefit of any party than that party is entitled to receive, or the Escrow has a shortage that results in a benefit of any party, the party so benefitted shall repay Escrow Holder the amount of the overpayment or shortage within five days of demand, after which interest shall accrue and be paid to Escrow Holder at the rate of ten percent (10%) per annum. In the event that a party refuses or neglects to pay such funds to Escrow Holder, and it is necessary to resort to any legal proceedings to collect said funds, the party agrees to pay all charges, costs and attorney's fees.

20. Document Retention: Buyer and Seller acknowledge, consent and expressly authorize Escrow Holder to convert, store, or otherwise maintain any original documents (including executed purchase agreements) or copies thereof provided to Escrow Holder in an electronic format or medium for all purposes. Upon transfer of any document into an electronic format, Escrow Holder is expressly authorized, without any liability, to destroy the original paper documents provided to Escrow Holder. Buyer and Seller authorize Escrow Holder to destroy these instructions and all other instructions, documents and electronic records of this Escrow at any time after five (5) years from the close of escrow, cancellation, or date of last activity without liability or further notice.

21. Privacy Policy: Escrow Holder is committed to safeguarding the parties' customer information, particularly personal or financial information, furnished by the parties in order that Escrow Holder may provide the service or product requested by the parties. The parties have a right to know how Escrow Holder will use the customer information they provide to Escrow Holder, and this is explained in greater detail in Escrow Holder's Privacy Policy provided to the parties separate from these instructions. The parties acknowledge that Escrow Holder may, from time to time now and in the future, provide such customer information to one or more of its affiliated companies, such as title insurers/underwriters, in relation to the real estate transaction or any issues, claims or potential claims stemming from the transaction.

SELLER INITIALS: DB BUYER INITIALS: _____

22. **Choice of Law and Limitations:** These instructions are to be construed and interpreted according to California Law. NO ACTION SHALL LIE AGAINST ESCROW HOLDER FOR ANY CLAIM, LOSS, LIABILITY OR ALLEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR INCURRED, IN CONNECTION WITH THE HANDLING OR PROCESSING OF THIS ESCROW, UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW OR ANY CANCELLATION OR TERMINATION OF ESCROW FOR ANY REASON WHATSOEVER.
23. **No Legal, Financial or Tax Advice:** THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT ESCROW HOLDER MAKES NO REPRESENTATIONS AND IS NOT AUTHORIZED TO PRACTICE LAW OR TO GIVE LEGAL OR FINANCIAL ADVICE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK LEGAL AND FINANCIAL COUNSEL AND ADVICE CONCERNING THE EFFECT OF THE PURCHASE AGREEMENT, THESE ESCROW INSTRUCTIONS, AND ANY LOAN DOCUMENTS OR OTHER FINANCIAL/TAX DOCUMENTS.
24. **Witness Fees:** If any officer, employee, or representative of Escrow Holder is required to respond to any subpoena or other order to personally appear in an action or proceeding in which Escrow Holder's breach or fault is not in issue, the party requiring such appearance shall pay to Escrow Holder and its officer, employee, or representative, in addition to the amounts from time to time provided for by law, the sum of \$400.00 as an additional witness fee for each day or part thereof that an officer, employee or representative of Escrow Holder is required to attend. As a condition precedent to any obligation to appear under such subpoena or order, the party requesting such appearance must concurrently with the service of the subpoena or order pay the additional witness fee that is agreed to herein for each day's actual attendance, even if no testimony is given.
25. **Conflicting Demands/Instructions And Interpleader Actions:** If conflicting demands or instructions are made upon Escrow Holder, or notice is given of any controversy or legal action between the parties or third person(s) in connection with this Escrow, Escrow Holder shall not be required to determine or resolve conflicting demands or claims or take any action, but has the absolute right to stop and withhold all further proceedings in the performance of this Escrow, without liability, until (1) any such conflicting demands or claims have been determined, resolved, or eliminated by mutual written agreement of the parties, (2) a valid amendment or supplement to these Escrow Instructions is provided to Escrow Holder, or (3) a final order or judgment of a court of competent jurisdiction in form satisfactory to Escrow Holder, is provided to Escrow Holder. Escrow Holder may also, at its sole discretion, file an interpleader or declaratory relief action, and deposit any documents or funds which are the subject of conflicting demands or claims with a court in connection with any such action, less Escrow Holder's escrow fees, costs, and attorneys' fees incurred to date.
26. **Resignation:** At any time prior to the close of escrow, Escrow Holder, for any reason and without liability to Buyer or Seller, may give written notice to the parties and resign as Escrow Holder. Escrow Holder shall be entitled to be reasonably compensated for the escrow services performed and reimbursed all costs and expenses incurred up to the time of resignation. The balance of any funds, property or documents shall be returned to the parties who deposited same or forwarded to a new Escrow Holder as mutually designated in writing by the parties.
27. **Miscellaneous Provisions:**
- A. Escrow Holder is authorized to use its own forms or any usual, standardized, preprinted forms in order to comply with these instructions, and may insert dates therein, if incomplete when executed by a party.
 - B. Escrow Holder is authorized in its sole discretion to rely and act upon facsimile instructions, and/or email or electronic instructions, including but not limited to escrow instructions, amendments or modifications, demands, lender instructions, pay-off instructions and bills from Buyer, Seller or third parties, as though they are original instructions. In doing so, Escrow Holder is hereby released from liability or responsibility and indemnified and held harmless for any loss resulting from such reliance.
 - C. This Escrow will be processed in the English language. Escrow Holder will not provide any language translation services. Should any party elect to use a language translator to assist them in understanding the escrow process, or any documentation that is part of this Escrow, that language translator will be the sole responsibility of said party in need of such assistance. Escrow Holder will not be liable or responsible for the accuracy of any language translator's interpretation. Any assistance by Escrow Holder in a language other than English is provided as a courtesy only, and is not to be relied upon with respect to the escrow process or the content, import or effect of any documentation in the Escrow.
 - D. In the event any provision or term in these Escrow Instructions is held invalid by judicial proceeding, the remaining shall continue to be operative and enforceable.
 - E. These Additional Escrow Instructions and General Provisions may be executed in counterparts, each of which shall be deemed an original regardless of the date of execution and delivery. All such counterparts together shall constitute one and the same document.

SELLER INITIALS: DS BUYER INITIALS: _____

Judge will provide answer on Page 7 May 31st (clearance to proceed)

- 28. **Cancellation:** The parties agree that if escrow is canceled, terminated or otherwise not closed, the parties shall pay Escrow Holder any costs and expenses incurred, or for which it has become obligated in processing this transaction including, but not limited to, courier fees, filing fees, legal costs, third-party vendor fees for services performed in this Escrow, as well as an escrow cancellation fee for services rendered in an amount of \$500.00, or up to the full amount of the escrow fee depending on the status of the Escrow at the time of cancellation. The parties agree that such costs, expenses and fees shall be paid from funds already on deposit or deposited in escrow before any cancellation or other termination of this Escrow is effective. Except as provided in the Purchase Agreement, upon receipt of mutual cancellation instructions, a final order, writ or judgment of a court of competent jurisdiction, levies, or garnishments in form satisfactory to Escrow Holder, Escrow Holder is authorized and instructed to disburse the escrow funds and instruments in accordance with such cancellation instructions, order, judgment or accompanying writ; and the Escrow shall be considered terminated and canceled without further notice.
- 29. **No Activity Cancellation:** Buyer and Seller agree that if no additional instructions are received from both Buyer and Seller within 120 days from the date escrow is to close, or any written extension thereof, Escrow Holder may consider the escrow cancelled and is authorized to take a cancellation fee in the amount of \$500.00 or a reasonable fee based upon Escrow Holder's determination of services performed. Any remaining deposits, documents or other items held by Escrow Holder may be transferred or disbursed to the depositors or parties specified in the instructions. Nothing herein restricts the ability of the Escrow Holder to file an interpleader action in the event of a dispute over the distribution of funds deposited in the Escrow.
- 30. **Hold Open Fee:** Unless otherwise instructed in writing and in addition to other fees and costs Escrow Holder may receive, if this Escrow does not close or cancel for any reason, 60 days after the original designated closing date, Escrow Holder is hereby authorized and instructed to withdraw from any funds on deposit in escrow and pay to Escrow Holder a holding fee of \$50.00 for each calendar month or fraction thereof, that undistributed funds or documents are retained in escrow. Further, Escrow Holder is irrevocably instructed that this escrow transaction will automatically cancel when all funds on deposit are disbursed.
- 31. **Legal Fees:** IN THE EVENT OF ANY ARBITRATION OR LITIGATION BETWEEN ESCROW HOLDER AND BUYER OR SELLER, ARISING OUT OF OR RELATED TO THIS ESCROW, THE PREVAILING PARTY SHALL, IN ADDITION TO SUCH OTHER RELIEF AS MAY BE AWARDED, RECOVER REASONABLE ATTORNEYS' FEES (INCLUDING BUT NOT LIMITED TO IN-HOUSE ATTORNEYS' FEES), COSTS, CHARGES AND EXPENSES, INCLUDING EXPERT WITNESS/CONSULTING FEES.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED AND READ THESE ADDITIONAL ESCROW INSTRUCTIONS/GENERAL PROVISIONS, AND THAT THEY APPROVE, ACCEPT AND AGREE TO BE BOUND HEREBY.

SELLER:

BUYER:

David Benson Living Trust dated August 11, 2014

Ebrahim Karimi

By: David Benson, Trustee

Maryam Karimi

Escrow Instructions (NOTICE)

SELLER INITIALS: DB

BUYER INITIALS: _____

EXHIBIT 5
LETTER: BENSON TO EBRAHIM KIRIMI

From: David Benson
1645 W. Orangewood Ave.
Orange, CA 92868-2008

August 2, 2002

A2022

To: Ebrahim & Mayam Karimi
1357 S. Country Glen Way
Anaheim, CA 92808-2630

Subject: memorialization of our phone conversation on August 2, 2022, 5:04pm
in re 2618 East Orange Grove Ave., Orange, CA 92867-7377

Dear Mr. Ebrahim:

This letter memorializes our telephone conversation on August 2, 2002 at 5:04 pm regarding the property at 2618 East Orange Grove Ave., Orange, CA 92867-7377. Our conversation was through and with my assistant William Thornton and your assistant Matthew while you and I were listening and commenting in the background.

Before the escrow closed, you and I agreed that we would not proceed. The institutions, salesman, and broker were so informed. However, the institutions altered documents and knowingly proceeded without proper authorization or informing you and me. I received a call from the salesman on the last day that the deadline passed and that it was too late to reactivate the sale.

I offered to immediately give you a copy of the altered documents, but you declined.

You suggested that title insurance was purchased and that they would reimburse us. I agreed. I suggested that we could be co-plaintiffs against the responsible persons. You declined.

To minimize the difficulties for both of us I offered to make the payments on your loan until we fix the situation. You declined.

You informed me that you would proceed with the eviction process. You decided that your planned action is absolute and non-negotiable.

Because I believe both you and I were bamboozled by the salesman, the broker, the escrow company, and/or the title company, that we should pursue them for their fraudulent behavior.

If you insist on proceeding against me, I have no choice but to defend myself.

But, I am always open to working with you to offset the misbehavior of the miscreants, and to minimize the injury caused by them.

Yours Truly,

David Benson

EXHIBIT 6
LETTER: ERIK MESSINGER TO BENSON

2618 Orange Grove

"Erik Messinger" [Erik.Messinger@hotmail.com]

Sent: 7/26/2022 4:21 PM

To: ""Office@BensonCrane.net"" <Office@BensonCrane.net>

Cc: ""carla.zazzara@westcoastescrow.com"" <carla.zazzara@westcoastescrow.com>, ""Stephanie Rezac"" <stephanie@monarchhomegroup.com>, ""Shan Vira"" <pvira@kw.com>, ""legal@rerm.com"" <legal@rerm.com>, ""fdroffers@gmail.com"" <fdroffers@gmail.com>, ""Mark Burkhardt"" <m.burkhardt@kw.com>, ""Colleen Rogers"" <crogers@kw.com>

Mr. Benson,

I am writing to document our conversation this afternoon.

I called to address the recent sale of your home and your refusal to vacate as agreed to in your signed Seller in Possession (CAR-SIP) agreement. Your refusal to vacate makes you subject to the buyer taking legal action to recover damages from your breach of contract. You signed the purchase agreement, signed the escrow documents, and executed all necessary paperwork to complete the sale. The sale has been finalized and recorded and you have received your proceeds from escrow. Based on our conversation, I will advise the buyer that unless you vacate immediately, they should initiate an eviction action to remove you from the premises and pursue legal action to recover damages.

This email will also serve to document your threats to "punch me in the face" and to find out where I live.



kw
KELLERWILLIAMS

Each Office is Individually Owned and Operated

Erik Messinger

Broker of Record
DRE Brokers License #01006531
Mobile: 714.606.4555

Erik.Messinger@hotmail.com

Anaheim Hills | Yorba Linda | Brea DRE# 01898399

N. Tustin DRE# 01933507