

1. David Benson
2. 1645 West Oranewood Ave.
3. Orange, CA 92868
4. 714-381-7338
5.
6.
7.

8. SUPERIOR COURT OF THE STATE OF CALIFORNIA
9. COUNTY OF ORANGE

10. David Benson,) CASE NO. 30-2022-01275636
11.) CONSOLIDATED 30-2022-01274239
12. Claimant,)
13. vs.) NOTICE OF CORAM NON JUDICE
14.)
15. Eva Ayala,)
16. Paula D. Vinnedge (aka Vinnage),)
17. West Coast Escrow Company,)
18. Erik Messinger,)
19. Keller Williams Realty,)
Coldwell Banker Realty,)
Frank Del Rio,)
Ebrahim Karimi, and)
Maryam Karimi,)
Defendants.)

20. 1. To the Sheriff or Marshall of the County of Orange: This
21. Notice of Coram Non Judice ¹ is to inform you that, although the
22. Writ of Possession of Real Property appears valid on its face,
23. it is actually issued from a dismissed inferior court, case
24. number 30-2022-01274239, which no longer has proper
25. jurisdiction. For that reason, the Writ of Possession cannot be
26. valid.

27. 2. The attached copy of court filings contains a full
explanation of the case, and the order for dismissal. In a

¹ Coram non judice. In presence of a person not a judge. When a suit is brought and determined in a court which has no jurisdiction in the matter, then it is said to be coram non judice, and the judgment is void. Black's Law Dictionary, Fifth Edition, p. 303.

1. nutshell, this case arises as a result of fraud by certain
2. defendants who persist in perpetuating the fraud.

3. 3. This case arose because a party, through fraud and forgery,
4. attempted to force a sale of real estate when there was no
5. meeting of the minds between the parties. Full Details are
6. recited in the attachments to this writ.

7. 4. The Unlawful Detainer Court, Case # 30-2022-01274239, (UD
8. Court) may not proceed because it is dismissed with prejudice by
9. the Quiet Title Court, Case # 30-2022-01275636, a Court of
10. Record (QT Court). See *Interlocutory Judgment/Order to Show*
11. *Cause* (ROA 225), Page 13, Lines 4-5). The UD Court orders are
12. void and without lawful effect; the UD case is closed.

13. 5. Now that you have notice, if you choose to enforce the
14. invalid Writ of Possession of Real Property, you may become
15. personally liable for any damages that may accrue.

16. 6. For those reasons it is suggested that you not enforce the
17. Writ of Possession at this time.

18. By: _____
19. David Benson

MAR 04 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

1. David Benson
1645 West Oranewood Ave.
2. Orange, CA 92868
714-381-7338
3. Privatus Attornatus
4.
5.
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7.

8. SUPERIOR COURT OF THE STATE OF CALIFORNIA
9. COUNTY OF ORANGE

10. David Benson,) CASE NO. 30-2022-01275636
11. Claimant,) CONSOLIDATED 30-2022-01274239
12. vs.)
13.) WRIT OF ERROR IN RE
14. Eva Ayala,) CORAM NON JUDICE
Paula D. Vinnedge (aka Vinnage),) NOTICE
West Coast Escrow Company,) ORDER TO SHOW CAUSE
15. Erik Messinger,) FILE ON DEMAND
Keller Williams Realty,)
16. Coldwell Banker Realty,)
Frank Del Rio,)
17. Ebrahim Karimi, and)
Maryam Karimi,)
18. Defendants.)
19.)

20. 1. COMES NOW THE ABOVE ENTITLED COURT OF RECORD ON ITS OWN
21. MOTION TO ISSUE THIS WRIT OF ERROR IN RE CORAM NON JUDICE ¹
22. REGARDING CASES NUMBERED "30-2022-01275636, 30-2022-01274239"
AND PROCEDURAL ERRORS.

23. 2. This case arose because the defendant escrow company and its
24. team, through fraud and forgery, attempted to force a sale of
25. real estate when there was no meeting of the minds between the
asker and the bidder. Full Details are recited in the
attachments to this writ.

26. ¹ Coram non judice. In presence of a person not a judge. When a suit is brought and determined in a court which
27. has no jurisdiction in the matter, then it is said to be coram non judice, and the judgment is void. Black's Law
Dictionary, Fifth Edition, p 303.

1. 3. The Unlawful Detainer Court, Case # 30-2022-01274239, (UD
2. Court) may not proceed because it is dismissed with prejudice by
3. the Quiet Title Court, Case # 30-2022-01275636, a Court of
4. Record (QT Court). See *Interlocutory Judgment/Order to Show*
5. *Cause* (ROA 225), Page 13, Lines 4-5). The UD Court orders are
6. void and without lawful effect; the UD case is closed.

7. INDEX

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19. 4. The deconsolidation is in error for the following reasons:

20. 5. *Interlocutory Judgment/Order to Show Cause* (ROA 225) filed
21. September 28, 2023, dismissed case # 30-2022-01274239 with
22. prejudice (Page 13, Lines 4-5). Although objection (*Order to*
23. *Show Cause*) was invited (Page 11, Lines 9-14), no one submitted
24. any objection to the judgment. With a full and fair opportunity
25. to object, failure to object constitutes acquiescence.

26. 6. *Final Judgment* (ROA 254) filed November 27, 2023, affirms
27. the *Interlocutory Judgment* and closes the case. Although
28. objection (*Order to Show Cause*) was invited (Page 13, Lines
29. 16-20), no one submitted any objection to the judgment. With a
30. full and fair opportunity to object, failure to object
31. constitutes acquiescence.

32. 7. In a Court of Record, the magistrate (judge) may not usurp
33. the powers of the tribunal of the court. ²

34. ² Court of Record. A judicial tribunal having attributes and
35. exercising functions independently of the person of the
36. magistrate designated generally to hold it. Jones v. Jones, 188
37. Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. [cont]
38. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244
39. N.Y. 406, 155 N.E. 688, 689; Black's Law Dictionary, 4th Ed.,
40. 425, 426.

1.
2. 8. By order of the QT Court, the UD Court is dismissed and
3. without jurisdiction to proceed. Any orders from the UD Court
4. are void and without effect.

4. NOTICE

5. 9. This Writ also constitutes notice to any person who attempts
6. to enforce any orders of the UD Court. If the order appears
7. valid on its face, it is still not valid. That person may be in
8. contempt of this court and liable to personal sanctions.

8. LAW OF THE CASE

9. 1. The law of the case, so far as it is not repugnant to or
10. inconsistent with the common law, is the rule of decision in
11. this case and is decreed as follows:

11. 2. JUDICIAL COGNIZANCE. Judicial notice, or knowledge upon
12. which a judge is bound to act without having it proved in
13. evidence. Black's Law Dictionary, 5th Edition, page 760

13. SOVEREIGNTY OF THE PEOPLE

14. 3. The sovereignty of the state resides in the people
15. thereof... California Government Code, Section 100(a).

15. 4. The people of this state do not yield their sovereignty to
16. the agencies which serve them. California Government Code,
17. Sections 11120.

17. 5. The people of this State do not yield their sovereignty to
18. the agencies which serve them. California Government Code
19. Section 54950.

19. 6. The people of this State, as the successors of its former
20. sovereign, are entitled to all the rights which formerly
21. belonged to the King by his prerogative. Lansing v. Smith, 4
22. Wend. 9 (N.Y.) (1829), 21 Am.Dec. 89 10C Const. Law § 298; 18 C
23. Em.Dom. § 3, 228; 37 C Nav.Wat. §.219; Nuls § 167; 48 C Wharves
24. § 3, 7.

23. 7. A consequence of this prerogative is the legal ubiquity of
24. the king. His majesty in the eye of the law is always present in
25. all his courts, though he cannot personally distribute justice.
26. (Fortesc.c.8. 2Inst.186) His judges are the mirror by which the
27. king's image is reflected. 1 Blackstone's Commentaries, 270,
Chapter 7, Section 379.

1. 8.This declaration of rights may not be construed to
2. impair or deny others retained by the people. California
Constitution (1879), Article 1, Declaration Of Rights Sec. 24.

3. 9. We, the People of the State of California, grateful to
4. Almighty God for our freedom, in order to secure and perpetuate
its blessings, do establish this Constitution. California
5. Constitution (1879), Preamble

6. CALIFORNIA A REPUBLIC

7. 10. Government; Republican government. One in which the powers
of sovereignty are vested in the people and are exercised by the
8. people, either directly, or through representatives chosen by
the people, to whom those powers are specially delegated. In re
9. Duncan, 139 U.S. 449, 11 S.Ct. 573, 35 L.Ed. 219; Minor v.
Happersett, 88 U.S. (21 Wall.) 162, 22 L.Ed. 627. Black's Law
10. Dictionary, Fifth Edition, p. 626

11. 11. Constitution for the United States of America, Article IV,
§ 4. The United States shall guarantee to every State in this
12. Union a Republican Form of Government, and shall protect each of
them against Invasion; and on Application of the Legislature, or
13. of the Executive (when the Legislature cannot be convened)
against domestic Violence.

14. SOURCE OF LAW

15. 12. The very meaning of 'sovereignty' is that the decree of
the sovereign makes law. American Banana Co. v. United Fruit
16. Co., 29 S.Ct. 511, 513, 213 U.S. 347, .

17. COURT DEFINED

18. 13. COURT. The person and suit of the sovereign; the place
where the sovereign sojourns with his regal retinue, wherever
19. that may be. Black's Law Dictionary, 5th Edition, page 318.

20. 14. COURT. An agency of the sovereign created by it directly or
indirectly under its authority, consisting of one or more
21. officers, established and maintained for the purpose of hearing
and determining issues of law and fact regarding legal rights
22. and alleged violations thereof, and of applying the sanctions of
the law, authorized to exercise its powers in the course of law
23. at times and places previously determined by lawful authority.
Isbill v. Stovall, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's
24. Law Dictionary, 4th Edition, page 425.

25. 15. While a judge is essential to a court, the judge of a court
is not the court. A court is an incorporeal entity, distinct
26. from the persons of the officers through whom its business is
conducted. The existence of a court does not depend upon the
27. vacancy or incumbency of the officers through which it is

1. accustomed to act. If all the office connected with a court
2. should become vacant, and the court thereby even become unable
3. for the time to discharge its functions, it would not merely for
4. that reason become disestablished or displaced from its position
5. in the judicial system. Upon the same theory, a court comes
6. into existence immediately upon the taking effect of a
7. constitutional provision or statute establishing it, without
8. regard to the appointment of any person as justice thereof.
9. 7 Cal. Jur., Courts, § 3

6. COURT OF RECORD

7. 16. "The judicial power of this State is vested in the Supreme
8. Court, courts of appeal, and superior courts, all of which are
9. courts of record." Article VI, Sec. 1, State of California
10. Constitution (1879)

11. 17. COURT OF RECORD. To be a Court of Record a court must have
12. four characteristics, and may have a fifth. They are:

13. A. A judicial tribunal having attributes and exercising
14. functions independently of the person of the magistrate
15. designated generally to hold it. Jones v. Jones, 188 Mo.App.
16. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171,
17. per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155
18. N.E. 688, 689; Black's Law Dictionary, 4th Ed., 425, 426.

19. B. Proceeding according to the course of common law. Jones
20. v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill,
21. 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v.
22. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689; Black's Law
23. Dictionary, 4th Ed., 425, 426.

24. C. Its acts and judicial proceedings are enrolled, or
25. recorded, for a perpetual memory and testimony. 3 Bl. Comm. 24;
26. 3 Steph. Comm. 383; Ex parte Thistleton, 52 Cal 225; Erwin v.
27. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96
Ohio St. 205, 117 N.E. 229, 231.

28. D. Has power to fine or imprison for contempt. 3 Bl. Comm.
29. 24; 3 Steph. Comm. 383; Ex parte Thistleton, 52 Cal 225;
30. Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231. Black's
31. Law Dictionary, 4th Ed., 425, 426.

32. E. Generally possesses a seal. 3 Bl. Comm. 24; 3 Steph.
33. Comm. 383; Ex parte Thistleton, 52 Cal 225; Heininger v. Davis,
34. 96 Ohio St. 205, 117 N.E. 229, 231. Black's Law Dictionary, 4th
35. Ed., 425, 426.

36. 18. "The judgment of a court of record whose jurisdiction is
37. final, is as conclusive on all the world as the judgment of this
38. court would be. It is as conclusive on this court as it is on
39. other courts. It puts an end to inquiry concerning the fact, by
40. deciding it." Ex parte Watkins, 3 Pet., at 202-203. [cited by
41. SCHNECKLOTH v. BUSTAMONTE, 412 U.S. 218, 255 (1973)]

1. 19. Our justices, sheriffs, mayors, and other ministers,
2. which under us have the laws of our land to guide, shall allow
3. the said charters pleaded before them in judgement in all their
4. points, that is to wit, the Great Charter as the common law....
Confirmatio Cartarum, November 5, 1297, Sources of Our Liberties
Edited by Richard L. Perry, American Bar Foundation.

5. 20. Henceforth the writ which is called Praeceptum shall not be
6. served on any one for any holding so as to cause a free man to
7. lose his court. Magna Carta, Article 34, from "Select
Historical Documents of the Middle Ages," as translated from
"Stubbs's Charters" by Ernest F. Henderson.

8. 21. "To none deny or delay, right or justice." Magna Carta,
9. Clause 40, from "Select Historical Documents of the Middle
10. Ages," as translated from "Stubbs's Charters" by Ernest F.
Henderson

MAGISTRATE

11. 22. The following persons are magistrates:

12. (a) The judges of the Supreme Court.
13. (b) The judges of the courts of appeal.
14. (c) The judges of the superior courts.

PEN § 808.

15. 23. "MAGISTRATE. An official entrusted with administration of
the laws." Merriam-Webster On-Line Dictionary"

16. 24. "MAGISTRATE. Person clothed with power as a public civil
17. officer. State ex rel. Miller v. McLeod, 142 Fla. 254, 194 So.
628, 630." Black's Law Dictionary, 4th Ed., 1103

GENERAL COMMON LAW PROCEDURE

18. 25. Under general common law procedure, the claimant files his
19. claim (declaration). Defendant has three choices: answer,
20. demurrer, or default. If defendant defaults, court may enter
21. judgment. If defendant demurs, court may order trial or enter
22. judgment. If defendant answers (plea), claimant may reply
23. (replication) or demur, or not respond. If claimant replies,
defendant may enter rejoinder. If claimant demurs or does not
respond, court may enter judgment.

INFERIOR COURT

24. 26. "Inferior courts" are those whose jurisdiction is limited
25. and special and whose proceedings are not according to the
26. course of the common law. Ex parte Kearny, 56 Cal. 212; Smith
v. Andrews, 6 Cal. 652; 7 Cal. Jur. 578.

27. 27. "The only inherent difference ordinarily recognized between

1. superior and inferior courts is that there is a presumption in
2. favor of the validity of the judgments of the former, none in
3. favor of those of the latter, and that a superior court may be
4. shown not to have had power to render a particular judgment by
5. reference to its record." Ex parte Kearny, 55 Cal. 212; 7
6. Cal. Jur 579 .

7. 28. "But when a court acts by virtue of a special statute
8. conferring jurisdiction in a certain class of cases, it is a
9. court of inferior or limited jurisdiction for the time being, no
10. matter what its ordinary status may be." Heydenfeldt v.
11. Superior Court, 117 Cal. 348, 49 Pac. 210; Cohen v. Barratt, 5
12. Cal. 195; 7 Cal. Jur. 579.

13. 29. "And if at a later time its acts are shown to have been in
14. excess of the power conferred upon it or without the limits of
15. this special jurisdiction, such acts are nugatory and have no
16. binding effect, even upon those who have invoked its authority
17. or submitted to its decision." Estate of Sutro, 143 Cal. 487,
18. 77 Pac. 402; Heydenfeldt v. Superior Court, 117 Cal. 348, 49
19. Pac. 210; Long v. Superior Court, 102 Cal. 449, 36 Pac. 807;
20. Neary v. Godfrey, 102 Cal. 338, 36 Pac. 655; Smith v.
21. Westerfield, 88 Cal. 374, 26 Pac. 206; Umbarger v. Chaboya, 49
22. Cal. 525; 7 Cal. Jur. 579.

23. 30. Whenever a party raises the question of jurisdiction, the
24. opposing party loses jurisdiction until it responds with
25. forensic proof of jurisdiction: "However late this objection
26. has been made, or may be made in any cause, in an inferior or
27. appellate court of the United States, it must be considered and
28. decided, before any court can move one further step in the
29. cause; as any movement is necessarily the exercise of
30. jurisdiction. 6 Peters, 709; 4 Russell, 415; 3 Peters, 203-7".
31. Cited by STATE OF RHODE ISLAND v. COM. OF MASSACHUSETTS, 37 U.S.
32. 657, 718 (1838)

19. ORDERS

20. 31. Void order, which is one entered by court which lacks
21. jurisdiction over parties or subject matter, or lacks inherent
22. power to enter judgment, or order procured by fraud, can be
23. attacked at any time, in any court, either directly or
24. collaterally, provided that party is properly before court,
25. People ex rel. Brzica v. Village of Lake Barrington, 644 N.E.2d
26. 66 (Ill.App. 2 Dist. 1994).

27. 32. While voidable orders are readily appealable and must be
28. attacked directly, void order may be circumvented by collateral
29. attack or remedied by mandamus, Sanchez v. Hester, 911 S.W.2d
30. 173, (Tex.App. - Corpus Christi 1995).

1. A MINUTE ORDER IS NOT AN ORDER

2. 33. Minutes are not considered as any part of the record.
3. 1 Ohio, 268. See 23 Pick. Mass. 184. Bouvier's Law Dictionary,
4. 14th Ed. (1870)

5. 34. Toulhier says they are so called because the writing in
6. which they were originally was small; that the word is derived
7. from the Latin *minuta (scriptura)*, in opposition to copies which
8. were delivered to the parties, and which were always written in
9. a larger hand. 8 Toulhier, n. 413.

10. 35. Although a minute order is not an actual order, it is a
11. useful device to aid efficiency in equity courts. However, in a
12. law court such as this Court of Record it has impositonal force
13. only when the subject party accepts it as an order.

14. CONTEMPT

15. 36. CCP 1209. (a) The following acts or omissions in respect
16. to a court of justice, or proceedings therein, are contempts of
17. the authority of the court:

18. 3. Misbehavior in office, or other willful neglect or
19. violation of duty by an attorney, counsel, clerk, sheriff,
20. coroner, or other person, appointed or elected to perform a
21. judicial or ministerial service. [e.g. a judge or magistrate];

22. 4. Abuse of the process or proceedings of the court, or
23. falsely pretending to act under authority of an order or process
24. of the court.;

25. 5. Disobedience of any lawful judgment, order, or process
26. of the court.;

27. 8. Any other unlawful interference with the process or
28. proceedings of a court;

29. 12. Disobedience by an inferior tribunal or judicial
30. officer of the lawful judgment, order, or process of a superior
31. court, or proceeding in an action or special proceeding contrary
32. to law, after the action or special proceeding is removed from
33. the jurisdiction of the inferior tribunal or judicial officer.

34. 37. CCP 1211. (a) When a contempt is committed in the
35. immediate view and presence of the court, or of the judge at
36. chambers, it may be punished summarily; for which an order must
37. be made, reciting the facts as occurring in such immediate view
38. and presence, adjudging that the person proceeded against is
39. thereby guilty of a contempt, and that he be punished as therein
40. prescribed.

41. When the contempt is not committed in the immediate view and
42. presence of the court, or of the judge at chambers, an affidavit
43. shall be presented to the court or judge of the facts
44. constituting the contempt, or a statement of the facts by the

1. referees or arbitrators, or other judicial officers.

2. TRESPASS

3. 38. "TRESPASS ON THE CASE, practice. The technical name of an
4. action, instituted for the recovery of damages caused by an
5. injury unaccompanied with force, or where the damages sustained
6. are only consequential. See Case, and 3 Bouv. Inst. n. 3482 to
7. 3509." A Law Dictionary, John Bouvier, (1856)

8. 39. CASE. "Trespass on the case - In practice. The form of
9. action by which a person seeks to recover damages caused by an
10. injury unaccompanied with force or which results indirectly from
11. the act of the defendant. It is more generally called, simply,
12. case." 2 Bouvier's Law Dictionary 610 (1867)

13. 40. TRESPASS. "Trespass - injury committed with force, actual
14. or implied; immediate and not consequential; if property
15. involved, then property was in actual or constructive possession
16. of plaintiff at time of injury." Koffler: Common Law Pleading,
17. 152 (1969)

18. "Trespass. An unlawful interference with one's person,
19. property, or rights. At common law, trespass was a form of
20. action brought to recover damages for any injury to one's person
21. or property or relationship to another.

22. "Any unauthorized intrusion or invasion of private premises
23. or land of another. Anckiewicz vs. Motorist Mut. Ins. Co., 91
24. Mich.App. 389, 283 N.W.2nd 749, 753. Trespass comprehends any
25. misfeasance, transgression, or offense which damages another
26. person's health, reputation, or property. King v. Citizen's
27. Bank of De Kalb, 88 Ga.App. 40, 76 S.E.2d 86, 91. Doing of
28. unlawful act or of lawful act in unlawful manner to injury of
29. another's person or property. Waco Cotton Oil Mill of Waco v.
30. Walker, Tex.Civ.App., 103 S.W.2nd 1071, 1072. An unlawful act
31. committed with violence, actual or implied, causing injury to
32. the person, property, or relative rights of another. It
33. comprehends not only forcible wrongs, but also acts the
34. consequences of which make them tortious. Mawson v. Vess
35. Beverage Co., Mo.App., 173 S.W.2nd 606, 612, 613, 614." Black's
36. Law Dictionary, Sixth Edition, Pages 1502, 1503

37. 41. IN PROPRIA PERSONA. In one's own proper person. It was
38. formerly a rule in pleading that pleas to the jurisdiction of
39. the court must be pled in propria persona, because, if pleaded
40. by attorney they admit the jurisdiction as an attorney is an
41. officer of the court, and he is presumed to plead after having
42. obtained leave, which admits the jurisdiction. Black's Law
43. Dictionary, Fifth Edition, Page 712.

44. 42. CLAIMANT. one who claims or asserts a right demand, or
45. claim, or title, a claimant to an estate Black's Law
46. Dictionary, Sixth Edition, Page 247.

47.

1. 43. SUI JURIS. 1 : having full legal capacity to act on one's
own behalf: not subject to the authority of another 2 :
2. qualified to enjoy full rights of citizenship (as of holding
public office or serving on a jury)
3. Black's Law Dictionary, Sixth Edition, Page 792.

4. MISCELLANEOUS

5. 44. "SEC. 7. (a) A person may not be deprived of life,
liberty, or property without due process of law or denied equal
6. protection of the laws;" California Constitution (1879)

7. 45. California Penal Code, § 182, Conspiracy.

8. 46. California Civil Code, § 44, Defamation.

9. 47. California Constitution (1879), Article I, § 1, Inalienable
Rights

10. 48. Constitution for the United States of America, Preamble.
11. We the People of the United States, in Order to form a more
perfect Union, establish Justice, insure domestic Tranquility,
12. provide for the common defence, promote the general Welfare, and
secure the Blessings of Liberty to ourselves and our Posterity,
13. do ordain and establish this Constitution for the United States
of America.

14. 49. Constitution for the United States of America, Bill of
Rights. Article IV. The right of the people to be secure in
15. their persons, houses, papers, and effects, against unreasonable
searches and seizures, shall not be violated; and no Warrants
16. shall issue, but upon probable cause, supported by Oath or
Affirmation, and particularly describing the place to be
17. searched and the persons or things to be seized.

18. 50. Constitution for the United States of America, Article VI,
19. § 2. This Constitution, and the Laws of the United States which
shall be made in Pursuance thereof; and all Treaties made, or
20. which shall be made, under the Authority of the United States,
shall be the supreme Law of the Land; and the Judges in every
21. State shall be bound thereby, any Thing in the Constitution or
Laws of any State to the Contrary notwithstanding.

22. CONTRACTS

23. 51. Mutual intent is determinative of contract formation
24. because there is no contract unless the parties thereto assent,
and they must assent to the same [62 Cal.App.4th 359] thing, in
25. the same sense. (Kessinger v. Organic Fertilizers, Inc., supra,
151 Cal.App.2d at p. 750, 312 P.2d 345.) "It is essential to the
26. existence of every contract that there should be a reciprocal
assent to a definite proposition, and when the parties to a
27. proposed contract have themselves fixed the manner in which

1. their assent is to be manifested, an assent thereto, in any
2. other or different mode, will not be presumed." (*Ibid.*, italics
3. added.) Thus, the failure to reach a meeting of the minds on all
4. material points prevents the formation of a contract even though
5. the parties have orally agreed upon some of the terms, or have
6. taken some action related to the contract. (*Grove v. Grove Valve
& Regulator Co.* (1970) 4 Cal.App.3d 299, 311-312, 84 Cal.Rptr.
7. 300; *Louis Lesser Enterprises, Ltd. v. Roeder*, supra, 209
8. Cal.App.2d at pp. 404-405, 25 Cal.Rptr. 917; *Apablaza v. Merritt
& Co.*, supra, 176 Cal.App.2d at p. 730, 1 Cal.Rptr. 500;
9. *Kessinger v. Organic Fertilizers, Inc.*, supra, 151 Cal.App.2d at
10. pp. 749-750, 312 P.2d 345.)

11. 52. "The makers of our Constitution conferred, as against the
12. government, the right to be let alone—the most comprehensive of
13. rights and the right most valued by civilized men. To protect,
14. that right, every unjustifiable intrusion by the government upon
15. the privacy of the individual, whatever the means employed, must
16. be deemed a violation of the Fourth Amendment." *Olmstead v.
17. United States Green v. Same Innis v. Same*, 277 U.S. 438, 478, 48
18. S.Ct. 564, 72 L.Ed. 944 (1928), Mr. Justice Brandeis
19. (dissenting)

20. 53. "All people are by nature free and independent and have
21. inalienable rights. Among these are enjoying and defending life
22. and liberty, acquiring, possessing, and protecting property, and
23. pursuing and obtaining safety, happiness, and privacy." State
24. of California Constitution, Art. 1, § 1 (1879)

25. 54. PEN § 115(a) Every person who knowingly procures or offers
26. any false or forged instrument to be filed, registered, or
27. recorded in any public office within this state, which
28. instrument, if genuine, might be filed, registered, or recorded
29. under any law of this state or of the United States, is guilty
30. of a felony.

31. (b) Each instrument which is procured or offered to be filed,
32. registered, or recorded in violation of subdivision (a) shall
33. constitute a separate violation of this section.

34. ORDER

35. 55. The Orders dated QT 04-04-2023, QT 04-05-2023,
36. QT 11-30-2023, QT 12-05-2023 (ROA 225), UD 12-05-2023 (ROA 63),
37. UD & QT 12-20-2024, and UD 02-15-2024 are each unlawful because
38. they were issued as orders by the magistrate without
39. authorization, in violation of common law procedure. Further,
40. as explained elsewhere in the attachment, in a Court of Record
41. minute orders are not genuine court orders.

42. ORDER TO SHOW CAUSE

43. 56. The magistrate, Claimant, and defendants are each ordered
44. to file and serve on all other interested parties and magistrate

1. a brief no later than March 14, 2023 to show cause, if any there
2. be, to this court why this order should not take effect or
3. should be modified. Unless requested, there will be no oral
4. argument. The court, mindful of the rights of the parties and
5. the importance of fair play, will liberally construe the written
6. arguments presented.

7. SO ORDERED.

8. THE COURT



9. By: _____
10. David Benson
11. Privatus Attornatus



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**12-20-2023
UD & QT
Notice to UD Court of Unlawful Proceeding**

**12-20-2023 UD & QT
Notice to UD Court of Unlawful Proceeding**

1. David Benson
1645 West Orangewood Ave.
2. Orange, CA 92868
714-381-7338
3. Privatus Attornatus

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 20 2023

DAVID H. YAMASAKI, Clerk of the Court
BY: _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

10.	David Allen Benson,	)	CASE NO. 30-2022-01275636
11.		)	CONSOLIDATE 30-2022-01274239
12.	Claimant,)	
	vs.	)	NOTICE IN RE
13.		)	UNLAWFUL PROCEEDING
	Eva Ayala,)	
14.	Paula D. Vinnedge (aka Vinnage),)	
	West Coast Escrow Company,)	
15.	Erik Messinger,)	
	Keller Williams Realty,)	
16.	Coldwell Banker Realty,)	
	Frank Del Rio,)	
17.	Ebrahim Karimi, and	)	DATE: December 22, 2023
	Maryam Karimi,	)	DEPT: C61
18.	Defendants.)	

20. 1. COMES NOW THE ABOVE-ENTITLED COURT OF RECORD (CASE NUMBER
30-2022-01275636) SIO MOTU GIVES NOTICE THAT THE INFERIOR COURT
21. (CASE NUMBER 30-2022-01274239) PROCEEDING CALENDARED FOR
22. DECEMBER 22, 2023 IS WITHOUT JURISDICTION. Further, the sitting
magistrate conducting the proceeding has no jurisdiction. To
23. proceed would constitute a contempt of the court of record.

24. 2. On September 29, 2023, this court of record dismissed the
inferior court case with prejudice (Court of Record,
Interlocutory Judgment, Page 23, Lines 4-6; ROA 225).

25. 3. On November 27, 2023, the court of record filed the Final
26. Judgement (ROA 254). The Interlocutory Judgment was therein
affirmed. A conformed copy of the Interlocutory Judgment and
27. Final Judgment in toto is attached to this notice.

1. 4. There is no authority for an inferior court to usurp the
2. tribunal powers of a court of record. The inferior court and
3. its magistrate are without jurisdiction and would be in contempt
of the court of record if they proceed. An inferior court
ruling would be nugatory with no binding effect.


4. 5. SO GIVEN THIS NOTICE.

5. December 20, 2023 THE COURT

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By: 
David Benson
Privatus Attornatus

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ATTACHMENT

ATTACHMENT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Benson 1645 West Orangewood Ave. Orange, CA 92868		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER DEC 20 2023 DAVID H. YAMASAKI, Clerk of the Court BY: _____, DEPUTY
TELEPHONE NO.: 714-381-7338 FAX NO. (Optional):	E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Sui Juris	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center		
PETITIONER/PLAINTIFF: David Benson RESPONDENT/DEFENDANT: Eva Ayala, et al.		
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL		CASE NUMBER: 30-2022-01275636 Consolidated 30-2022-01274239

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:
1645 West Orangewood Ave.
Orange, CA 92868
- On (date): **December 20, 2023** I mailed from (city and state): **Santa Ana, California** the following documents (specify):

NOTICE IN RE UNLAWFUL PROCEEDING

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

- I served the documents by enclosing them in an envelope and (check one):
 - depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:
 - Name of person served: **MACEY A. CHAN**
 - Address of person served: **JOSE ANTONIO MENDOZA**
EOIN L. KREDITOR
ALI R. MIRHOSSEINI LAW GROUP, APC

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

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

Date: **December 20, 2023**

William Thornton
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

SHORT TITLE: David Benson vs. Eva Ayala, et al.	CASE NUMBER: 30-2022-01275636 Consolidated 30-2022-01274239
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ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (PERSONS SERVED)
(This Attachment is for use with form POS-030)

NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

<u>Name of Person Served</u>	<u>Address (number, street, city, and zip code)</u>
Macey A. Chan, Esq.	300 Commerce, Suit 250 Irvine, CA 92602
Jose Antonio Mendoza Esq.	300 Commerce, Suite 250 Irvine, CA 92602
Ali R. Mirhosseini, Esq.	1502 N. Broadway Santa Ana, CA 92706
Eoin L. Kreditor, Esq.	2 Park Plaza, Suite 850 Irvine, CA 92614

**11-27-2023
QT
Final Judgment**

11-27-2023 QT Final Judgment

FILED ON DEMAND

1. David Benson
1645 West Orangewood Ave.
2. Orange, CA 92868
714-381-7338
3. Privatus Attornatus

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 27 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

10.	David Benson,	)	CASE NO.	30-2022-01275636
11.	Claimant,	)	CONSOLIDATED	30-2022-01274219
12.	vs.	)	FINAL JUDGMENT	3
13.	Eva Ayala,	)	ORDER TO SHOW CAUSE	
14.	Paula D. Vinnedge (aka Vinnage),)		
15.	West Coast Escrow Company,)		
16.	Erik Messinger,)		
17.	Keller Williams Realty,)		
18.	Coldwell Banker Realty,)		
19.	Frank Del Rio,)		
20.	Ebrahim Karimi, and)		
21.	Maryam Karimi,)		
22.	Defendants.)		

1. COMES NOW THE ABOVE ENTITLED COURT OF RECORD TO ADJUDICATE THE CLAIMS OF David Benson against Defendants Eva Ayala, Paula D. Vinnedge (erroneously sued as Paula D. Vinnage), West Coast Escrow Company, Erik Messinger, Keller Williams Realty, Coldwell Banker Realty, Frank Del Rio, Ebrahim Karimi, and Maryam Karimi.
2. The unopposed INTERLOCUTORY JUDGMENT filed on September 28, 2023, (DKT # 225) is incorporated by reference as though fully stated herein. Attachment "A" is a copy of the INTERLOCUTORY JUDGMENT.
3. This FINAL JUDGMENT reasserts the INTERLOCUTORY JUDGMENT and adjudicates the final damages.
4. Effective May 19, 2022, West Coast Escrow Company disbursed a Cashier's Check for \$713,500.82 to DB Orangewood, LLC (see

1. Attachment "E", Closing Disclosure). On at least three
2. occasions Benson attempted to return the funds to West Coast
3. Escrow Company, but West Coast Escrow Company unequivocally
4. refused to reclaim the funds. Because Benson was ready,
5. willing, and able to return the funds, and because West Coast
6. Escrow Company knowingly refused to accept the funds, the
7. obligation to West Coast Escrow Company is nullified.
8. "[W]hen a definite offer to pay * * * is met with an unqualified
9. refusal to accept the money the lien for the amount offered is
10. discharged * * * and title is ipso facto restored to the would
11. be redemptioner * * *."
12. *Hossom v. City of Long Beach* (1948) 83 Cal.App.2d 745, 189 P.2d
13. 787; *Peterson v. State of California*, 187 Cal.Rptr. 672, 138
14. Cal.App.3d 110 (Cal. App. 1982).
15. 5. West Coast Escrow Company extinguished Benson's obligation
16. to Bank of America in the payoff amount of \$294,610.63. Said
17. amount must be refunded to West Coast Escrow Company, if they
18. will accept it. See Seller's Final Settlement Statement for
19. Payoff amount (Attachment "H").
20. 6. There were no cross complaints, so we neither adjudicate nor
21. speculate as to damages to the defendants by the fraud of West
22. Coast Escrow Company, Eva Ayala, and Paula D. Vinnedge
23. (erroneously sued as Paula D. Vinnage).
24. 7. Fraud. A generic term, embracing all multifarious means
25. which human ingenuity can devise, and which are resorted to by
26. one individual to get advantage over another by false
27. suggestions or by suppression of truth, and includes all
surprise, trick cunning, dissembling, and any unfair way by
which another is cheated. *Johnson v. McDonald*, 170 Okl. 117, 39
P.2d 150. *Black's Law Dictionary*, Fifth Edition, (594

LAW OF THE CASE

1. 8. The law of the case, so far as it is not repugnant to or
2. inconsistent with the common law, is the rule of decision in
3. this case and is decreed as follows:
4. 9. JUDICIAL COGNIZANCE. Judicial notice, or knowledge upon
5. which a judge is bound to act without having it proved in
6. evidence. *Black's Law Dictionary*, 5th Edition, page 760
7. SOVEREIGNTY OF THE PEOPLE
8. 10. The sovereignty of the state resides in the people
9. thereof... *California Government Code*, Section 100(a).
10. 11. The people of this state do not yield their sovereignty to
11. the agencies which serve them. *California Government Code*,
12. Sections 11120.

1. 12. The people of this State do not yield their sovereignty to
2. the agencies which serve them. California Government Code
3. Section 54950.
4. 13. The people of this State, as the successors of its former
5. sovereign, are entitled to all the rights which formerly
6. belonged to the King by his prerogative. Lansing v. Smith, 4
7. Wend. 9 (N.Y.) (1829), 21 Am.Dec. 89 10C Const. Law § 298; 18 C
8. Em.Dom. § 3, 228; 37 C Nav.Wat. §.219; Nuls § 167; 48 C Wharves
9. § 3, 7.
10. 14. A consequence of this prerogative is the legal ubiquity of
11. the king. His majesty in the eye of the law is always present in
12. all his courts, though he cannot personally distribute justice.
13. (Fortesc.c.8. 2Inst.186) His judges are the mirror by which the
14. king's image is reflected. 1 Blackstone's Commentaries, 270,
15. Chapter 7, Section 379.
16. 15. This declaration of rights may not be construed to
17. impair or deny others retained by the people. California
18. Constitution (1879), Article 1, Declaration Of Rights Sec. 24.
19. 16. We, the People of the State of California, grateful to
20. Almighty God for our freedom, in order to secure and perpetuate
21. its blessings, do establish this Constitution. California
22. Constitution (1879), Preamble

23. CALIFORNIA A REPUBLIC

24. 17. Government; Republican government. One in which the powers
25. of sovereignty are vested in the people and are exercised by the
26. people, either directly, or through representatives chosen by
27. the people, to whom those powers are specially delegated. In re
28. Duncan, 139 U.S. 449, 11 S.Ct. 573, 35 L.Ed. 219; Minor v.
29. Happersett, 88 U.S. (21 Wall.) 162, 22 L.Ed. 627. Black's Law
30. Dictionary, Fifth Edition, p. 626
31. 18. Constitution for the United States of America, Article IV,
32. § 4. The United States shall guarantee to every State in this
33. Union a Republican Form of Government, and shall protect each of
34. them against Invasion; and on Application of the Legislature, or
35. of the Executive (when the Legislature cannot be convened)
36. against domestic Violence.

37. SOURCE OF LAW

38. 19. The very meaning of 'sovereignty' is that the decree of
39. the sovereign makes law. American Banana Co. v. United Fruit
40. Co., 29 S.Ct. 511, 513, 213 U.S. 347.

41. COURT DEFINED

42. 20. COURT. The person and suit of the sovereign; the place

1. where the sovereign sojourns with his regal retinue, wherever
2. that may be. Black's Law Dictionary, 5th Edition, page 318.

3. 21. COURT. An agency of the sovereign created by it directly or
4. indirectly under its authority, consisting of one or more
5. officers, established and maintained for the purpose of hearing
6. and determining issues of law and fact regarding legal rights
7. and alleged violations thereof, and of applying the sanctions of
8. the law, authorized to exercise its powers in the course of law
9. at times and places previously determined by lawful authority.
10. Isbill v. Stovall, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's
11. Law Dictionary, 4th Edition, page 425.

12. 22. While a judge is essential to a court, the judge of a court
13. is not the court. A court is an incorporeal entity, distinct
14. from the persons of the officers through whom its business is
15. conducted. The existence of a court does not depend upon the
16. vacancy or incumbency of the officers through which it is
17. accustomed to act. If all the office connected with a court
18. should become vacant, and the court thereby even become unable
19. for the time to discharge its functions, it would not merely for
20. that reason become disestablished or displaced from its position
21. in the judicial system. Upon the same theory, a court comes
22. into existence immediately upon the taking effect of a
23. constitutional provision or statute establishing it, without
24. regard to the appointment of any person as justice thereof.
25. 7 Cal. Jur., Courts, § 3

15. COURT OF RECORD

16. 23. "The judicial power of this State is vested in the Supreme
17. Court, courts of appeal, and superior courts, all of which are
18. courts of record." Article VI, Sec. 1, State of California
19. Constitution (1879)

20. 24. COURT OF RECORD. To be a court of record a court must have
21. four characteristics, and may have a fifth. They are:

22. A. A judicial tribunal having attributes and exercising
23. functions independently of the person of the magistrate
24. designated generally to hold it. Jones v. Jones, 188 Mo.App.
25. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171,
26. per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155
27. N.E. 688, 689; Black's Law Dictionary, 4th Ed., 425, 426.

28. B. Proceeding according to the course of common law. Jones
29. v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill,
30. 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v.
31. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689; Black's Law
32. Dictionary, 4th Ed., 425, 426.

33. C. Its acts and judicial proceedings are enrolled, or
34. recorded, for a perpetual memory and testimony. 3 Bl. Comm. 24;
35. 3 Steph. Comm. 383; Ex parte Thistleton, 52 Cal 225; Erwin v.
36. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heininger v. Davis, 96

1. Ohio St. 205, 117 N.E. 229, 231.
D. Has power to fine or imprison for contempt. 3 Bl. Comm.
2. 24; 3 Steph. Comm. 383; Ex parte Thistleton, 52 Cal 225;
Heininger v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231. Black's
3. Law Dictionary, 4th Ed., 425, 426.
E. Generally possesses a seal. 3 Bl. Comm. 24; 3 Steph.
4. Comm. 383; Ex parte Thistleton, 52 Cal 225; Heininger v. Davis,
96 Ohio St. 205, 117 N.E. 229, 231. Black's Law Dictionary, 4th
5. Ed., 425, 426.

6. 25. "The judgment of a court of record whose jurisdiction is
7. final, is as conclusive on all the world as the judgment of this
8. court would be. It is as conclusive on this court as it is on
9. other courts. It puts an end to inquiry concerning the fact, by
10. deciding it." Ex parte Watkins, 3 Pet., at 202-203. [cited by
11. SCHNECKLOTH v. BUSTAMONTE, 412 U.S. 218, 255 (1973)]

12. COMMON LAW

13. 26. "...our justices, sheriffs, mayors, and other ministers,
14. which under us have the laws of our land to guide, shall allow
15. the said charters pleaded before them in judgement in all their
16. points, that is to wit, the Great Charter as the common law....
17. Confirmatio Cartarum, November 5, 1297, Sources of Our Liberties
18. Edited by Richard L. Perry, American Bar Foundation.

19. 27. Henceforth the writ which is called Praeceptum shall not be
20. served on any one for any holding so as to cause a free man to
21. lose his court. Magna Carta, Article 34, from "Select
22. Historical Documents of the Middle Ages," as translated from
23. "Stubbs's Charters" by Ernest F. Henderson.

24. 28. "To none deny or delay, right or justice." Magna Carta,
25. Clause 40, from "Select Historical Documents of the Middle
26. Ages," as translated from "Stubbs's Charters" by Ernest F.
27. Henderson

28. MAGISTRATE

29. The following persons are magistrates:
30. (a) The judges of the Supreme Court.
31. (b) The judges of the courts of appeal.
32. (c) The judges of the superior courts.
33. PEN § 808.

34. 30. "MAGISTRATE. An official entrusted with administration of
35. the laws." Merriam-Webster On-Line Dictionary"

36. 31. "MAGISTRATE. Person clothed with power as a public civil
37. officer. State ex rel. Miller v. McLeod, 142 Fla. 254, 194 So.
38. 628, 630." Black's Law Dictionary, 4th Ed., 1103

39. GENERAL COMMON LAW PROCEDURE

1. 32. Under general common law procedure, the claimant files his
2. claim (declaration). Defendant has three choices: answer,
3. demurrer, or default. If defendant defaults, court may enter
4. judgment. If defendant demurs, court may order trial or enter
5. judgment. If defendant answers (plea), claimant may reply
(replication) or demur, or not respond. If claimant replies,
defendant may enter rejoinder. If claimant demurs or does not
respond, court may enter judgment.

6. INFERIOR COURT

7. 33. "Inferior courts" are those whose jurisdiction is limited
8. and special and whose proceedings are not according to the
9. course of the common law. Ex parte Kearny, 56 Cal. 212; Smith
v. Andrews, 6 Cal. 652; 7 Cal. Jur. 578.

10. 34. "The only inherent difference ordinarily recognized between
11. superior and inferior courts is that there is a presumption in
12. favor of the validity of the judgments of the former, none in
13. favor of those of the latter, and that a superior court may be
shown not to have had power to render a particular judgment by
reference to its record." Ex parte Kearny, 55 Cal. 212; 7
Cal. Jur. 579 .

14. 35. "But when a court acts by virtue of a special statute
15. conferring jurisdiction in a certain class of cases, it is a
16. court of inferior or limited jurisdiction for the time being, no
matter what its ordinary status may be." Heydenfeldt v.
Superior Court, 117 Cal. 348, 49 Pac. 210; Cohen v. Barratt, 5
Cal. 195; 7 Cal. Jur. 579.

17. 36. "And if at a later time its acts are shown to have been in
18. excess of the power conferred upon it or without the limits of
19. this special jurisdiction, such acts are nugatory and have no
20. binding effect, even upon those who have invoked its authority
21. or submitted to its decision." Estate of Sutro, 143 Cal. 487,
77 Pac. 402; Heydenfeldt v. Superior Court, 117 Cal. 348, 49
22. Pac. 210; Long v. Superior Court, 102 Cal. 449, 36 Pac. 807;
Neary v. Godfrey, 102 Cal. 338, 36 Pac. 655; Smith v.
Westerfield, 88 Cal. 374, 26 Pac. 206; Umbarger v. Chaboya, 49
Cal. 525; 7 Cal. Jur. 579.

23. 37. Whenever a party raises the question of jurisdiction, the
24. opposing party loses jurisdiction until it responds with
25. forensic proof of jurisdiction: "However late this objection
26. has been made, or may be made in any cause, in an inferior or
27. appellate court of the United States, it must be considered and
decided, before any court can move one further step in the
cause; as any movement is necessarily the exercise of
jurisdiction. 6 Peters, 709; 4 Russell, 415; 3 Peters, 203-7".
Cited by STATE OF RHODE ISLAND v. COM. OF MASSACHUSETTS, 37 U.S.
657, 718 (1838)

1.
2. ORDERS

3. 38. Void order which is one entered by court which lacks
4. jurisdiction over parties or subject matter, or lacks inherent
5. power to enter judgment, or order procured by fraud, can be
6. attacked at any time, in any court, either directly or
7. collaterally, provided that party is properly before court,
8. People ex rel. Brzica v. Village of Lake Barrington, 644 N.E.2d
9. 66 (Ill.App. 2 Dist. 1994).

10. 39. While voidable orders are readily appealable and must be
11. attacked directly, void order may be circumvented by collateral
12. attack or remedied by mandamus, Sanchez v. Hester, 911 S.W.2d
13. 173, (Tex.App. - Corpus Christi 1995).

14. A MINUTE ORDER IS NOT AN ORDER

15. 40. Minutes are not considered as any part of the record.
16. 1 Ohio, 268. See 23 Pick. Mass. 184. Bouvier's Law Dictionary,
17. 14th Ed. (1870)

18. 41. Toullier says they are so called because the writing in
19. which they were originally was small; that the word is derived
20. from the Latin *minuta (scriptura)*, in opposition to copies which
21. were delivered to the parties, and which were always written in
22. a larger hand. 8 Toullier, n. 413.

23. 42. Although a minute order is not an actual order, it is a
24. useful device to aid efficiency in equity courts. However, in a
25. law court such as this court of record it has impositonal force
26. only when the subject party accepts it as an order.

27. CONTEMPT

28. 43. CCP 1209. (a) The following acts or omissions in respect
29. to a court of justice, or proceedings therein, are contempts of
30. the authority of the court:

31. . . . 3. Misbehavior in office, or other willful neglect or
32. violation of duty by an attorney, counsel, clerk, sheriff,
33. coroner, or other person, appointed or elected to perform a
34. judicial or ministerial service [e.g. a judge or magistrate];

35. 4. Abuse of the process or proceedings of the court, or
36. falsely pretending to act under authority of an order or process
37. of the court.;

38. 5. Disobedience of any lawful judgment, order, or process
39. of the court.;

40. . . . 8. Any other unlawful interference with the process or
41. proceedings of a court;

42. . . . 12. Disobedience by an inferior tribunal or judicial
43. officer of the lawful judgment, order, or process of a superior

1. court, or proceeding in an action or special proceeding contrary
2. to law, after the action or special proceeding is removed from
the jurisdiction of the inferior tribunal or judicial officer.

3. 44. CCP 1211. (a) When a contempt is committed in the
4. immediate view and presence of the court, or of the judge at
5. chambers, it may be punished summarily; for which an order must
6. be made, reciting the facts as occurring in such immediate view
and presence, adjudging that the person proceeded against is
thereby guilty of a contempt, and that he be punished as therein
prescribed.

7. When the contempt is not committed in the immediate view and
8. presence of the court, or of the judge at chambers, an affidavit
9. shall be presented to the court or judge of the facts
constituting the contempt, or a statement of the facts by the
referees or arbitrators, or other judicial officers.

TRESPASS

10. 45. "TRESPASS ON THE CASE, practice. The technical name of an
11. action, instituted for the recovery of damages caused by an
12. injury unaccompanied with force, or where the damages sustained
13. are only consequential. See Case, and 3 Bouv. Inst. n. 3482 to
3509." A Law Dictionary, John Bouvier, (1856)

14. 46. IN PROPRIA PERSONA. In one's own proper person. It was
15. formerly a rule in pleading that pleads to the jurisdiction of
16. the court must be pled *in propria persona*, because, if pleaded
17. by attorney they admit the jurisdiction as an attorney is an
officer of the court, and he is presumed to plead after having
obtained leave, which admits the jurisdiction. Black's Law
Dictionary, Fifth Edition, Page 712.

18. 47. CLAIMANT. one who claims or asserts a right demand, or
19. claim, or title, a claimant to an estate Black's Law
Dictionary, Sixth Edition, Page 247.

20. 48. SUI JURIS. 1: having full legal capacity to act on one's
21. own behalf; not subject to the authority of another 2:
22. qualified to enjoy full rights of citizenship (as of holding
public office or serving on a jury)
Black's Law Dictionary, Sixth Edition, Page 792.

23. 49. TRESPASS. "Trespass - injury committed with force, actual
24. or implied; immediate and not consequential; if property
25. involved, then property was in actual or constructive possession
of plaintiff at time of injury." Koffler: Common Law Pleading,
152 (1969)

26. "Trespass. An unlawful interference with one's person,
27. property, or rights. At common law, trespass was a form of
action brought to recover damages for any injury to one's person
or property or relationship to another.

"Any unauthorized intrusion or invasion of private premises

1. or land of another. *Anckiewicz vs. Motorist Mut. Ins. Co.*, 91 Mich.App. 389, 283 N.W.2nd 749, 753. Trespass comprehends any
2. misfeasance, transgression, or offense which damages another
3. person's health, reputation, or property. *King v. Citizen's Bank of De Kalb*, 88 Ga.App. 40, 76 S.E.2d 86, 91. Doing of
4. unlawful act or of lawful act in unlawful manner to injury of
5. another's person or property. *Waco Cotton Oil Mill of Waco v. Walker*, Tex.Civ.App., 103 S.W.2nd 1071, 1072. An unlawful act
6. committed with violence, actual or implied, causing injury to
7. the person, property, or relative rights of another. It
8. comprehends not only forcible wrongs, but also acts the
9. consequences of which make them tortious. *Mawson v. Vess Beverage Co.*, Mo.App., 173 S.W.2nd 606, 612, 613, 614." *Black's Law Dictionary*, Sixth Edition, Pages 1502, 1503

MISCELLANEOUS

- 9.
10. 50. "SEC. 7. (a) A person may not be deprived of life,
11. liberty, or property without due process of law or denied equal
12. protection of the laws;" *California Constitution (1879)*
13. 51. *California Penal Code*, § 182
14. 52. CASE. "Trespass on the case - In practice. The form of
15. action by which a person seeks to recover damages caused by an
16. injury unaccompanied with force or which results indirectly from
17. the act of the defendant. It is more generally called, simply,
18. case." 2 *Bouvier's Law Dictionary* 610 (1867)
19. 53. *California Civil Code*, § 44
20. 54. *California Constitution (1879)*, Article I, § 1, Inalienable
21. Rights
22. 55. "Once challenged, jurisdiction cannot be 'assumed' it must
23. be proved to exist".
24. *Stuck v Medical Examiners*, 94 CA.2d 751, 211 P. 2s 389"
25. 56. *Constitution for the United States of America*, Preamble.
26. We the People of the United States, in Order to form a more
27. perfect Union, establish Justice, insure domestic Tranquility,
- secure the Blessings of Liberty to ourselves and our Posterity,
- do ordain and establish this Constitution for the United States
- of America.
57. *Constitution for the United States of America*, Bill of
- Rights. Article IV. The right of the people to be secure in
- their persons, houses, papers, and effects, against unreasonable
- searches and seizures, shall not be violated; and no Warrants
- shall issue, but upon probable cause, supported by Oath or
- Affirmation, and particularly describing the place to be
- searched and the persons or things to be seized.

1. 58. Constitution for the United States of America, Article VI,
2. § 2. This Constitution, and the Laws of the United States which
3. shall be made in Pursuance thereof; and all Treaties made, or
4. which shall be made, under the Authority of the United States,
5. shall be the supreme Law of the Land; and the Judges in every
6. State shall be bound thereby, any Thing in the Constitution or
7. Laws of any State to the Contrary notwithstanding.

8. CONTRACTS

9. 59. Mutual intent is determinative of contract formation
10. because there is no contract unless the parties thereto assent,
11. and they must assent to the same [62 Cal.App.4th 359] thing, in
12. the same sense. (Kessinger v. Organic Fertilizers, Inc., supra,
13. 151 Cal.App.2d at p. 750, 312 P.2d 345.) "It is essential to the
14. existence of every contract that there should be a reciprocal
15. assent to a definite proposition, and when the parties to a
16. proposed contract have themselves fixed the manner in which
17. their assent is to be manifested, an assent thereto, in any
18. other or different mode, will not be presumed." (Ibid., italics
19. added.) Thus, the failure to reach a meeting of the minds on all
20. material points prevents the formation of a contract even though
21. the parties have orally agreed upon some of the terms, or have
22. taken some action related to the contract. (Grove v. Grove Valve
23. & Regulator Co. (1970) 4 Cal.App.3d 299, 311-312, 84 Cal.Rptr.
24. 300; Louis Lesser Enterprises, Ltd. v. Roeder, supra, 209
25. Cal.App.2d at pp. 404-405, 25 Cal.Rptr. 917; Apablaza v. Merritt
26. & Co., supra, 176 Cal.App.2d at p. 730, 1 Cal.Rptr. 500;
27. Kessinger v. Organic Fertilizers, Inc., supra, 151 Cal.App.2d at
pp. 749-750, 312 P.2d 345.)

17. 60. "The makers of our Constitution conferred, as against the
18. government, the right to be let alone-the most comprehensive of
19. rights and the right most valued by civilized men. To protect,
20. that right, every unjustifiable intrusion by the government upon
21. the privacy of the individual, whatever the means employed, must
22. be deemed a violation of the Fourth Amendment." Olmstead v.
23. United States Green v. Same Innis v. Same, 277 U.S. 438, 478, 48
24. S.Ct. 564, 72 L.Ed. 944 (1928). Mr. Justice Brandeis
25. (dissenting)

22. 61. "All people are by nature free and independent and have
23. inalienable rights. Among these are enjoying and defending life
24. and liberty, acquiring, possessing, and protecting property, and
25. pursuing and obtaining safety, happiness, and privacy." State
26. of California Constitution, Art. 1, § 1 (1879)

25. 62. PEN § 115(a) Every person who knowingly procures or offers
26. any false or forged instrument to be filed, registered, or
27. recorded in any public office within this state, which
instrument, if genuine, might be filed, registered, or recorded
under any law of this state or of the United States, is guilty

1. of a felony.
2. (b) Each instrument which is procured or offered to be filed,
3. registered, or recorded in violation of subdivision (a) shall
4. constitute a separate violation of this section.

5. JUDGMENT

6. 63. David Benson shall pay as described above, \$294,610.63 to
7. West Coast Escrow Company. For the property commonly known as
8. 2618 East Orange Grove Avenue, Orange, California, Property
9. Title shall revert as it was on May 1, 2023.

10. 64. This judgment may be modified as agreed by the parties.
11. A photocopy of this judgment shall be as valid as the original.
12. Time is of essence. This court shall retain jurisdiction for
13. purposes of ex parte enforcement.

14. ORDER TO SHOW CAUSE

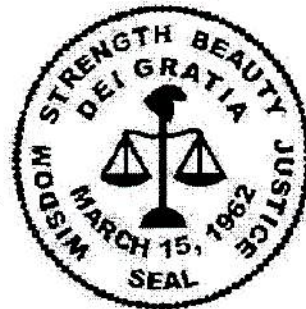
15. 65. The magistrate, Claimant, and defendants are each ordered
16. to file and serve on all other interested parties and magistrate
17. a brief no later than December 10, 2023 to show cause, if any
18. there be, to this court why this order should not take effect or
19. should be modified. Unless requested, there will be no oral
20. argument. The court, mindful of the rights of the parties and
21. the importance of fair play, will liberally construe the written
22. arguments presented.

23. 66. SO ORDERED.

24. November 27, 2023

25. THE COURT

26. By: _____
27. David Benson
Privatus Attornatus



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ATTACHMENT "A"

**09-28-2023
QT
Interlocutory Judgment**

09-28-2023 QT Interlocutory Judgment

1. David ~~Ben~~ Benson
2. 1645 West Orangewood Ave.
3. Orange, CA 92858
4. 714-381-7338
5. Privatus Attornatus

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
SEP 28 2023
DAVID H. YAMASAKI, Clerk of the Court
BY: _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

10. David ~~Ben~~ Benson,
11. Claimant,
12. vs.

) CASE NO. 30-2022-01275636
) ~~30-2022-01274219~~
) INTERLOCUTORY JUDGMENT
) ORDER TO SHOW CAUSE

13. Eva Ayala,
14. Paula D. Vinnedge (aka Vinnage),
15. West Coast Escrow Company,
16. Erik Messinger,
17. Keller Williams Realty,
18. Coldwell Banker Realty,
19. Frank Del Rio,
20. Ebrahim Karimi, and
21. Maryam Karimi,
22. Defendants.

23. 1. COMES NOW THE ABOVE ENTITLED COURT OF RECORD TO ADJUDICATE
24. THE CLAIMS OF David Benson against Defendants Eva Ayala, Paula
25. D. Vinnedge (erroneously sued as Paula D. Vinnage), West Coast
26. Escrow Company, Erik Messinger, Keller Williams Realty, Coldwell
27. Banker Realty, Frank Del Rio, Ebrahim Karimi, and Maryam Karimi.

23. //
24. //
25. //
26. //
27. //

FILED ON DEMAND

No Hearing
Scheduled

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SUMMARY

2. This is a factually unusual quiet title and trespass case. As Justice Holmes noted, however, "I long have said there is no such thing as a hard case. I am frightened weekly, but always when you walk up to the lion and lay hold, the hide comes off and the same old donkey of a question of law is underneath." 1-Holmes-Pollock Letters 156, reprinted in M. Frances McNamara, Famous Legal Quotations 64 (1967). In the instant case, the donkey is the issue of a contractual meeting of the minds. We explain:

3. Claimant David Benson made a tentative offer to sell his home. But Benson was not fully wanting to sell. Ebrahim Karimi made an offer to buy. Although forms were partially completed, Benson noted on the unrecorded unnotarized grant-deed form the hand-written note, "see: attachment (A)". Attachment (A) was signed by Benson. It emphasized Benson's intent to "not to proceed to sale".

4. On April 25, 2022, page 7 of the TERMS OF TRANSACTION has a hand-printed note that the sale was conditioned on an event that never occurred. That further shows that Benson did not yet intend to complete the sale, thus no meeting of the minds. And it further shows that the defendants had notice of Benson's intent.

5. On June 28, 2022 and June 29, 2022, Ebrahim Karimi confirmed his willingness to forego the sale per Benson's choice. In his

1. call phone text messages Karimi wrote, "If you can do it please
2. do it If not that's okay". In other words, Karimi showed
3. consent to whatever decision Benson would make. "He who
4. consents to an act is not wronged by it." CIV 3515
5. 6. A key material fact further affirmed by Karimi's text
6. messages is there is no meeting of the minds. Without that
7. essential element, we find as a conclusion of law that with no
8. meeting of the minds, there is no enforceable contract. The
9. only conceivable meeting of the minds occurred when Karimi
10. expressed consent to Benson's pending decision to not sell.
11. 7. Mutual intent is determinative of contract formation because
12. there is no contract unless the parties thereto assent, and they
13. must assent to the same [62 Cal.App.4th 359] thing, in the same
14. sense. (Kessinger v. Organic Fertilizers, Inc., supra, 151
15. Cal.App.2d at p. 750, 312 P.2d 345.) "It is essential to the
16. existence of every contract that there should be a reciprocal
17. assent to a definite proposition, and when the parties to a
18. proposed contract have themselves fixed the manner in which
19. their assent is to be manifested, an assent thereto, in any
20. other or different mode, will not be presumed." (Ibid., italics
21. added.) Thus, the failure to reach a meeting of the minds on all
22. material points prevents the formation of a contract even though
23. the parties have orally agreed upon some of the terms, or have
24. taken some action related to the contract. (Grove v. Grove Valve
25. & Regulator Co. (1970) 4 Cal.App.3d 299, 311-312, 84 Cal.Rptr.
26. 300; Louis Lesser Enterprises, Ltd. v. Roeder, supra, 209
27. Cal.App.2d at pp. 404-405, 25 Cal.Rptr. 917; Apablaza v. Merritt
& Co., supra, 176 Cal.App.2d at p. 730, 1 Cal.Rptr. 500;
Kessinger v. Organic Fertilizers, Inc., supra, 151 Cal.App.2d at
pp. 749-750, 312 P.2d 345.)

FRAUD

8. Fraud. A generic term, embracing all multifarious means
which human ingenuity can devise, and which are resorted to by
one individual to get advantage over another by false
suggestions or by suppression of truth, and includes all
surprise, trick cunning, dissembling, and any unfair way by
which another is cheated. Johnson v. McDonald, 170 Okl. 117, 39
P.2d 150. Black's Law Dictionary, Fifth Edition, (594
9. Preceding the document recording, defendants Erik Messinger
of Keller Williams Realty aka Golden Ticket Real Estate, Inc.,
and Frank Del Rio of Coldwell Banker Realty attempted to
convince Benson to immediately close the sale. Benson did not
assent.
10. Without the knowledge or concurrence of Benson, on the
grant deed two blank boxes were checked. Also, the note "see:
attachment (A)" and the accompanying attachment were replaced.
A hand-printed note "EXHIBIT A" and the name "David Benson" were

1. added to the form without Benson's knowledge. Exhibit A is a 3-
2. page legal description of the property. On June 30, 2022,
3. without Benson's knowledge, the altered grant deed was recorded
4. with the County Recorder.
5. 11. We find that the transaction was fraudulently completed.
6. The altered grant deed was recorded without the knowledge of
7. either Benson or Ebrahim Karimi.
8. 12. Ebrahim Karimi declined Benson's offer to include Karimi as
9. a co-plaintiff. Karimi changed his position and sued Benson for
10. unlawful detainer, which case was later consolidated with this
11. case. "Acquiescence in error takes away the right of objecting
12. to it." CIV 3516
13. 13. In a court hearing Benson demanded a forensic copy of the
14. recorded documents. Although a defendant orally promised the
15. court that a copy would be delivered, it never happened.
16. Because the promise was not kept, the acknowledged copy was not
17. delivered, this court must accept Benson's claim as true that
18. the recorded document is altered from the original. The
19. evidence on record supports this conclusion.
20. 14. All of the defendants (Eva Ayala, Paula D. Vinnedge
21. (erroneously sued as Paula D. Vinnage), West Coast Escrow
22. Company, Erik Messinger, Keller Williams Realty, Coldwell Banker
23. Realty, Frank Del Rio, Ebrahim Karimi, and Maryam Karimi)
24. ultimately demurred, thus the defendants unanimously admit the
25. material facts are true. All defendants agree that there was no
26. meeting of the minds of Karimi and Benson.

17. LAW OF THE CASE

18. 15. The law of the case, so far as it is not repugnant to or
19. inconsistent with the common law, is the rule of decision in
20. this case and is decreed as follows:
21. 16. JUDICIAL COGNIZANCE. Judicial notice, or knowledge upon
22. which a judge is bound to act without having it proved in
23. evidence. Black's Law Dictionary, 5th Edition, page 760

21. SOVEREIGNTY OF THE PEOPLE

22. 17. The sovereignty of the state resides in the people
23. thereof... California Government Code, Section 100(a).
24. 18. The people of this state do not yield their sovereignty to
25. the agencies which serve them. California Government Code,
26. Sections 11120.
27. 19. The people of this State do not yield their sovereignty to
the agencies which serve them. California Government Code
Section 54950.

1. 20. The people of this State, as the successors of its former
sovereign, are entitled to all the rights which formerly
2. belonged to the King by his prerogative. *Lansing v. Smith*, 4
Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law § 298; 18 C
3. Em. Dom. § 3, 228; 37 C Nav. Wat. § 219; Nuls § 167; 48 C Wharves
§ 3, 7.
- 4.
5. 21. A consequence of this prerogative is the legal ubiquity of
the king. His majesty in the eye of the law is always present in
6. all his courts, though he cannot personally distribute justice.
(*Fortesc. c. 8. 2 Inst. 186*) His judges are the mirror by which the
7. king's image is reflected. 1 *Blackstone's Commentaries*, 270,
Chapter 7, Section 379.
8. 22. ... This declaration of rights may not be construed to
9. impair or deny others retained by the people. *California*
Constitution (1879), Article 1, Declaration Of Rights Sec. 24.
10. 23. We, the People of the State of California, grateful to
11. Almighty God for our freedom, in order to secure and perpetuate
its blessings, do establish this Constitution. *California*
12. Constitution (1879), Preamble

13. CALIFORNIA A REPUBLIC

14. 24. Government; Republican government. One in which the powers
of sovereignty are vested in the people and are exercised by the
15. people, either directly, or through representatives chosen by
the people, to whom those powers are specially delegated. In re
16. *Duncan*, 139 U.S. 449, 11 S.Ct. 573, 35 L.Ed. 219; *Minor v.*
Happersett, 88 U.S. (21 Wall.) 162, 22 L.Ed. 627. *Black's Law*
17. Dictionary, Fifth Edition, p. 626
18. 25. Constitution for the United States of America, Article IV,
§ 4. The United States shall guarantee to every State in this
19. Union a Republican Form of Government; and shall protect each of
them against Invasion; and on Application of the Legislature, or
20. of the Executive (when the Legislature cannot be convened)
against domestic Violence.

21. SOURCE OF LAW

22. 26. The very meaning of 'sovereignty' is that the decree of
the sovereign makes law. *American Banana Co. v. United Fruit*
23. *Co.*, 29 S.Ct. 511, 513, 213 U.S. 347, .

24. COURT DEFINED

25. 27. COURT. The person and seat of the sovereign; the place
where the sovereign sojourns with his regal retinue, wherever
26. that may be. *Black's Law Dictionary*, 5th Edition, page 318.
27. 28. COURT. An agency of the sovereign created by it directly or
indirectly under its authority, consisting of one or more

1. officers, established and maintained for the purpose of hearing
2. and determining issues of law and fact regarding legal rights
3. and alleged violations thereof, and of applying the sanctions of
4. the law, authorized to exercise its powers in the course of law
5. at times and places previously determined by lawful authority.
6. *Isbill v. Stovall*, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's
7. Law Dictionary, 4th Edition, page 425.
8. 29. While a judge is essential to a court, the judge of a court
9. is not the court. A court is an incorporeal entity, distinct
10. from the persons of the officers through whom its business is
11. conducted. The existence of a court does not depend upon the
12. vacancy or incumbency of the officers through which it is
13. accustomed to act. If all the office connected with a court
14. should become vacant, and the court thereby even become unable
15. for the time to discharge its functions, it would not merely for
16. that reason become disestablished or displaced from its position
17. in the judicial system. Upon the same theory, a court comes
18. into existence immediately upon the taking effect of a
19. constitutional provision or statute establishing it, without
20. regard to the appointment of any person as justice thereof.
21. 7 Cal. Jur., Courts, § 3.

COURT OF RECORD

22. 30. "The judicial power of this State is vested in the Supreme
23. Court, courts of appeal, and superior courts, all of which are
24. courts of record." Article VI, Sec. 1, State of California
25. Constitution (1879)
26. 31. COURT OF RECORD. To be a court of record a court must have
27. four characteristics, and may have a fifth. They are:
 28. A. A judicial tribunal having attributes and exercising
 29. functions independently of the person of the magistrate
 30. designated generally to hold it. *Jones v. Jones*, 188 Mo.App.
 31. 220, 175 S.W. 227, 229; *Ex parte Gladhill*, 8 Metc. Mass., 171,
 32. per Shaw, C.J. See, also, *Ledwith v. Rosalsky*, 244 N.Y. 406, 155
 33. N.E. 688, 689; Black's Law Dictionary, 4th Ed., 425, 426.
 34. B. Proceeding according to the course of common law. *Jones*
 35. *v. Jones*, 188 Mo.App. 220, 175 S.W. 227, 229; *Ex parte Gladhill*,
 36. 8 Metc. Mass., 171, per Shaw, C.J. See, also, *Ledwith v.*
 37. *Rosalsky*, 244 N.Y. 406, 155 N.E. 688, 689; Black's Law
 38. Dictionary, 4th Ed., 425, 426.
 39. C. Its acts and judicial proceedings are enrolled, or
 40. recorded, for a perpetual memory and testimony. 3 Bl. Comm. 24;
 41. 3 Steph. Comm. 383; *Ex parte Thistleton*, 52 Cal 225; *Erwin v.*
 42. *U.S.*, D.C.Ga., 37 F. 488, 2 L.R.A. 229; *Heininger v. Davis*, 96
 43. Ohio St. 205, 117 N.E. 229, 231.
 44. D. Has power to fine or imprison for contempt. 3 Bl. Comm.
 45. 24; 3 Steph. Comm. 383; *Ex parte Thistleton*, 52 Cal 225;
 46. *Heininger v. Davis*, 96 Ohio St. 205, 117 N.E. 229, 231. Black's
 47. Law Dictionary, 4th Ed., 425, 426.

1. E. Generally possesses a seal, 3 Bl. Comm. 24; 3 Steph.
2. Comm. 383; Ex parte Thistleton, 52 Cal 225; Heining v. Davis,
3. 96 Ohio St. 205, 117 N.E. 229, 231. Black's Law Dictionary, 4th
4. Ed., 425, 426.

5. 32. "The judgment of a court of record whose jurisdiction is
6. final, is as conclusive on all the world as the judgment of this
7. court would be. It is as conclusive on this court as it is on
8. other courts. It puts an end to inquiry concerning the fact, by
9. deciding it." Ex parte Watkins, 3 Pet., at 202-203. [cited by
10. SCHNECKLOTH v. BUSTAMONTE, 412 U.S. 218, 255 (1973)]

11. COMMON LAW

12. 33. "...our justices, sheriffs, mayors, and other ministers,
13. which under us have the laws of our land to guide, shall allow
14. the said charters pleaded before them in judgement in all their
15. points, that is to wit, the Great Charter as the common law....
16. Confirmatio Cartarum, November 5, 1297, Sources of Our Liberties
17. Edited by Richard L. Perry, American Bar Foundation.

18. 34. Henceforth the writ which is called Praeceptum shall not be
19. served on any one for any holding so as to cause a free man to
20. lose his court. Magna Carta, Article 34, from "Select
21. Historical Documents of the Middle Ages," as translated from
22. "Stubbs's Charters" by Ernest F. Henderson.

23. 35. "To none deny or delay. right or justice." Magna Carta,
24. Clause 40, from "Select Historical Documents of the Middle
25. Ages," as translated from "Stubbs's Charters" by Ernest F.
26. Henderson

27. MAGISTRATE

28. 36. The following persons are magistrates:
29. (a) The judges of the Supreme Court.
30. (b) The judges of the courts of appeal.
31. (c) The judges of the superior courts.
32. PEN § 808.

33. 37. "MAGISTRATE. An official entrusted with administration of
34. the laws." Merriam-Webster On-Line Dictionary"

35. 38. "MAGISTRATE. Person clothed with power as a public civil
36. officer. State ex rel. Miller v. McLeod, 142 Fla. 254, 194 So.
37. 628, 630." Black's Law Dictionary, 4th Ed., 1103

38. GENERAL COMMON LAW PROCEDURE

39. 39. Under general common law procedure, the claimant files his
40. claim (declaration). Defendant has three choices: answer,
41. demurrer, or default. If defendant defaults, court may enter
42. judgment. If defendant demurs, court may order trial or enter

1. judgment. If defendant answers (plea), claimant may reply
(replication) or demur, or not respond. If claimant replies,
2. defendant may enter rejoinder. If claimant demurs or does not
3. respond, court may enter judgment.

INFERIOR COURT

4. 40. "Inferior courts" are those whose jurisdiction is limited
5. and special and whose proceedings are not according to the
6. course of the common law. Ex parte Kearny, 56 Cal. 212; Smith
7. v. Andrews, 6 Cal. 652; 7 Cal. Jur. 578.
8. 41. "The only inherent difference ordinarily recognized between
9. superior and inferior courts is that there is a presumption in
10. favor of the validity of the judgments of the former, none in
11. favor of those of the latter, and that a superior court may be
12. shown not to have had power to render a particular judgment by
13. reference to its record." Ex parte Kearny, 55 Cal. 212; 7
14. Cal. Jur. 579.
15. 42. "But when a court acts by virtue of a special statute
16. conferring jurisdiction in a certain class of cases, it is a
17. court of inferior or limited jurisdiction for the time being, no
18. matter what its ordinary status may be." Heydenfeldt v.
19. Superior Court, 117 Cal. 348, 49 Pac. 210; Cohen v. Barratt, 5
20. Cal. 195; 7 Cal. Jur. 579.
21. 43. "And if at a later time its acts are shown to have been in
22. excess of the power conferred upon it or without the limits of
23. this special jurisdiction, such acts are nugatory and have no
24. binding effect, even upon those who have invoked its authority
25. or submitted to its decision." Estate of Sutro, 143 Cal. 487,
26. 77 Pac. 402; Heydenfeldt v. Superior Court, 117 Cal. 348, 49
27. Pac. 210; Long v. Superior Court, 102 Cal. 449, 36 Pac. 807;
28. Neary v. Godfrey, 102 Cal. 338, 36 Pac. 655; Smith v.
29. Westerfield, 88 Cal. 374, 26 Pac. 206; Umbarger v. Chaboya, 49
30. Cal. 525; 7 Cal. Jur. 579.
31. 44. Whenever a party raises the question of jurisdiction, the
32. opposing party loses jurisdiction until it responds with
33. forensic proof of jurisdiction: "However late this objection
34. has been made, or may be made in any cause, in an inferior or
35. appellate court of the United States, it must be considered and
36. decided, before any court can move one further step in the
37. cause, as any movement is necessarily the exercise of
38. jurisdiction. 6 Peters, 709; 4 Russell, 415; 3 Peters, 203-7".
39. Cited by STATE OF RHODE ISLAND v. COM. OF MASSACHUSETTS, 37 U.S.
40. 657, 718 (1838)

ORDERS

41. 45. Void order which is one entered by court which lacks
42. jurisdiction over parties or subject matter, or lacks inherent

1. power to enter judgment, or order procured by fraud, can be
2. attacked at any time, in any court, either directly or
3. collaterally, provided that party is properly before court,
People ex rel. Erzica v. Village of Lake Barrington, 644 N.E.2d
66 (Ill.App. 2 Dist. 1994).

4. 46. While voidable orders are readily appealable and must be
5. attacked directly, void order may be circumvented by collateral
6. attack or remedied by mandamus, Sanchez v. Hester, 911 S.W.2d
173, (Tex.App. - Corpus Christi 1995).

A MINUTE ORDER IS NOT AN ORDER

7. 47. Minutes are not considered as any part of the record.
8. 1 Ohio, 268. See 23 Pick. Mass. 184. Bouvier's Law Dictionary,
9. 14th Ed. (1870)

10. 48. Toullier says they are so called because the writing in
11. which they were originally was small; that the word is derived
12. from the Latin *minuta* (*scriptura*), in opposition to copies which
13. were delivered to the parties, and which were always written in
14. a larger hand. 8 Toullier, n. 413.

15. 49. Although a minute order is not an actual order, it is a
16. useful device to aid efficiency in equity courts. However, in a
17. law court such as this court of record it has impositonal force
18. only when the subject party accepts it as an order.

CONTEMPT

19. 50. CCP 1209. (a) The following acts or omissions in respect
20. to a court of justice, or proceedings therein, are contempts of
21. the authority of the court:

22. 3. Misbehavior in office, or other willful neglect or
23. violation of duty by an attorney, counsel, clerk, sheriff,
24. coroner, or other person, appointed or elected to perform a
25. judicial or ministerial service. [e.g. a judge or magistrate];

26. 4. Abuse of the process or proceedings of the court, or
27. falsely pretending to act under authority of an order or process
28. of the court.;

29. 5. Disobedience of any lawful judgment, order, or process
30. of the court.;

31. 8. Any other unlawful interference with the process or
32. proceedings of a court;

33. 12. Disobedience by an inferior tribunal or judicial
34. officer of the lawful judgment, order, or process of a superior
35. court, or proceeding in an action or special proceeding contrary
36. to law, after the action or special proceeding is removed from
37. the jurisdiction of the inferior tribunal or judicial officer.

38. 51. CCP 1211. (a) When a contempt is committed in the

1. immediate view and presence of the court, or of the judge at
2. chambers, it may be punished summarily; for which an order must
3. be made, reciting the facts as occurring in such immediate view
4. and presence, adjudging that the person proceeded against is
5. thereby guilty of a contempt, and that he be punished as therein
6. prescribed.

7. When the contempt is not committed in the immediate view and
8. presence of the court, or of the judge at chambers, an affidavit
9. shall be presented to the court or judge of the facts
10. constituting the contempt, or a statement of the facts by the
11. referees or arbitrators, or other judicial officers.

7. TRESPASS

8. "TRESPASS ON THE CASE, practice. The technical name of an
9. action, instituted for the recovery of damages caused by an
10. injury unaccompanied with force, or where the damages sustained
11. are only consequential. See Case, and 3 Bouv. Inst. n. 3482 to
12. 3509." A Law Dictionary, John Bouvier, (1856)

11. 52. IN PROPRIA PERSONA. In one's own proper person. It was
12. formerly a rule in pleading that pleas to the jurisdiction of
13. the court must be pled in *propria persona*, because, if pleaded
14. by attorney they admit the jurisdiction as an attorney is an
15. officer of the court, and he is presumed to plead after having
16. obtained leave, which admits the jurisdiction. Black's Law
17. Dictionary, Fifth Edition, Page 712.

16. 53. CLAIMANT. one who claims or asserts a right demand, or
17. claim, or title, a claimant to an estate Black's Law
18. Dictionary, Sixth Edition, Page 247.

17. 54. SUI JURIS. 1 : having full legal capacity to act on one's
18. own behalf; not subject to the authority of another 2 :
19. qualified to enjoy full rights of citizenship (as of holding
20. public office or serving on a jury)
21. Black's Law Dictionary, Sixth Edition, Page 792.

20. 55. TRESPASS. "Trespass - injury committed with force, actual
21. or implied; immediate and not consequential; if property
22. involved, then property was in actual or constructive possession
23. of plaintiff at time of injury." Koffler: Common Law Pleading,
24. 152 (1969)

23. "Trespass. An unlawful interference with one's person,
24. property, or rights. At common law, trespass was a form of
25. action brought to recover damages for any injury to one's person
26. or property or relationship to another.

25. "Any unauthorized intrusion or invasion of private premises
26. or land of another. *Anckiewicz vs. Motorist Mut. Ins. Co.*, 91
27. Mich.App. 389, 283 N.W.2d 749, 753. Trespass comprehends any
28. misfeasance, transgression, or offense which damages another
29. person's health, reputation, or property. *King v. Citizen's
30. Bank of De Kalb*, 88 Ga.App. 40, 76 S.E.2d 86, 91. Doing of

1. unlawful act or of lawful act in unlawful manner to injury of
2. another's person or property. Waco Cotton Oil Mill of Waco v.
3. Walker, Tex.Civ.App., 103 S.W.2nd 1071, 1072. An unlawful act
4. committed with violence, actual or implied, causing injury to
5. the person, property, or relative rights of another. It
6. comprehends not only forcible wrongs, but also acts the
7. consequences of which make them tortious. Mawson v. Vess
8. Beverage Co., Mo.App., 173 S.W.2nd 606, 612, 613, 614." Black's
9. Law Dictionary, Sixth Edition, Pages 1502, 1503.

6. MISCELLANEOUS

7. 56. "SEC. 7. (a) A person may not be deprived of life,
8. liberty, or property without due process of law or denied equal
9. protection of the laws;" California Constitution (1879)
10. 57. California Penal Code, § 182
11. 58. CASE. "Trespass on the case - In practice. The form of
12. action by which a person seeks to recover damages caused by an
13. injury unaccompanied with force or which results indirectly from
14. the act of the defendant. It is more generally called, simply,
15. case." 2 Bouvier's Law Dictionary 610 (1867)
16. 59. California Civil Code, § 44
17. 60. California Constitution (1879), Article I, § 1, Inalienable
18. Rights.
19. 61. "Once challenged, jurisdiction cannot be 'assumed' it must
20. be proved to exist".
21. Stuck v Medical Examiners, 94 CA.2d 751, 211 P. 2s 389"
22. 62. Constitution for the United States of America, Preamble.
23. We the People of the United States, in Order to form a more
24. perfect Union, establish Justice, insure domestic Tranquility,
25. provide for the common defence, promote the general Welfare, and
26. secure the Blessings of Liberty to ourselves and our Posterity,
27. do ordain and establish this Constitution for the United States
- of America.
63. Constitution for the United States of America, Bill of
- Rights. Article IV. The right of the people to be secure in
- their persons, houses, papers, and effects, against unreasonable
- searches and seizures, shall not be violated; and no Warrants
- shall issue, but upon probable cause, supported by Oath or
- Affirmation, and particularly describing the place to be
- searched and the persons or things to be seized.
64. Constitution for the United States of America, Article VI,
- § 2. This Constitution, and the Laws of the United States which
- shall be made in Pursuance thereof; and all Treaties made, or
- which shall be made, under the Authority of the United States,

1. shall be the supreme Law of the Land; and the Judges in every
2. State shall be bound thereby, any Thing in the Constitution or
3. Laws of any State to the Contrary notwithstanding.

3. CONTRACTS

4. 65. Mutual intent is determinative of contract formation
5. because there is no contract unless the parties thereto assent,
6. and they must assent to the same [62 Cal.App.4th 359] thing, in
7. the same sense. (Kessinger v. Organic Fertilizers, Inc., supra,
8. 151 Cal.App.2d at p. 750, 312 P.2d 345.) "It is essential to the
9. existence of every contract that there should be a reciprocal
10. assent to a definite proposition, and when the parties to a
11. proposed contract have themselves fixed the manner in which
12. their assent is to be manifested, an assent thereto, in any
13. other or different mode, will not be presumed." (Ibid., italics
14. added.) Thus, the failure to reach a meeting of the minds on all
15. material points prevents the formation of a contract even though
16. the parties have orally agreed upon some of the terms, or have
17. taken some action related to the contract. (Grove v. Grove Valve
18. & Regulator Co. (1970) 4 Cal.App.3d 299, 311-312, 84 Cal.Rptr.
19. 300; Louis Lesser Enterprises, Ltd. v. Roeder, supra, 209
20. Cal.App.2d at pp. 404-405, 25 Cal.Rptr. 917; Apablaza v. Merritt
21. & Co., supra, 176 Cal.App.2d at p. 730, 1 Cal.Rptr. 500;
22. Kessinger v. Organic Fertilizers, Inc., supra, 151 Cal.App.2d at
23. pp. 749-750, 312 P.2d 345.)

15. 66. "The makers of our Constitution conferred, as against the
16. government, the right to be let alone-the most comprehensive of
17. rights and the right most valued by civilized men. To protect,
18. that right, every unjustifiable intrusion by the government upon
19. the privacy of the individual, whatever the means employed, must
20. be deemed a violation of the Fourth Amendment." *Gimstead v.*
21. *United States Green v. Same Innis v. Same*, 277 U.S. 436, 478, 48
22. S.Ct. 564, 72 L.Ed. 944 (1928), Mr. Justice Brandeis
23. (dissenting)

20. 67. "All people are by nature free and independent and have
21. inalienable rights. Among these are enjoying and defending life
22. and liberty, acquiring, possessing, and protecting property, and
23. pursuing and obtaining safety, happiness, and privacy." State
24. of California Constitution, Art. 1, § 1 (1879)

23. 68. PEN § 115(a) Every person who knowingly procures or offers
24. any false or forged instrument to be filed, registered, or
25. recorded in any public office within this state, which
26. instrument, if genuine, might be filed, registered, or recorded
27. under any law of this state or of the United States, is guilty
of a felony.

26. (b) Each instrument which is procured or offered to be filed,
27. registered, or recorded in violation of subdivision (a) shall
constitute a separate violation of this section.

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JUDGMENT

69. All of the defendants have demurred. In accordance with general common law procedure, this court may now proceed to interlocutory judgment.

We find that there was no meeting of the minds, therefore there is no enforceable contract for any sale. The unlawful detainer action is dismissed with prejudice. Title to the property stays with the Claimant.

Despite their involvement, there is no direct evidence that defendants Erik Messinger, Keller Williams Realty, Coldwell Banker Realty, Frank Del Rio, Ebrahim Karimi, and Maryam Karimi, participated in the fraud. Therefore, we find that there is no liability to Claimant on their part.

Eva Avala, Paula D. Vinnedge, and West Coast Escrow company constitute a team working together to effectuate the sale. They, as a team, are collectively responsible for the fraud. Damages will be determined at time of final judgment.

Claimant will provide to this court and all parties an accounting of all financial transactions relating to the invalid sale no later than November 1, 2023, after which the court will adjudicate the redistribution of funds and issue final judgment.

ORDER TO SHOW CAUSE

70. The magistrate, Claimant, and defendants are each ordered to file and serve on all other interested parties and magistrate a brief no later than October 10, 2023 to show cause, if any there be, to this court why this order should not take effect or should be modified. Unless requested, there will be no oral argument. The court, mindful of the rights of the parties and the importance of fair play, will liberally construe the written arguments presented.

71. SO ORDERED.

September 28, 2023 THE COURT

By: _____
David Allen Benson
Privatus Attornatus



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Benson 1645 West Orangewood Ave. Orange, CA 92868		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER SEP 28 2023 DAVID H. YAMASAKI, Clerk of the Court BY: _____ DEPUTY	
TELEPHONE NO.:	714-381-7338		FAX NO. (Optional):
EMAIL ADDRESS (Optional):	ATTORNEY FOR (Name): In propria persona		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center			
PETITIONER/PLAINTIFF: David Benson RESPONDENT/DEFENDANT: Eva Ayala, et al.		CASE NUMBER: 30-2022-01275636	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL			

(Do not use this Proof of Service to show service of a Summons and Complaint.) 30-2022-01275636

- I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:
1645 West Orangewood Ave.
Orange, CA 92868
- On (date): September 28, 2023; mailed from (city and state): Santa Ana, California
the following documents (specify):

Interlocutory Judgment Order to Show Cause

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

- I served the documents by enclosing them in an envelope and (check one):
 - depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

5. The envelope was addressed and mailed as follows:

- Name of person served: MACEY A. CHAN
- Address of person served: JOSE ANTONIO MENDOZA
FITZGERALD KREDITOR BOLDUC RISBROUGH L
MIRHOSSEINI LAW GROUP, APC
WEST COAST ESCROW COMPANY

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(F)).

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

Date: **SEPTEMBER 28, 2023**

William Thornton

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

FILED ON DEMAND

SHORT TITLE: David Benson vs. Eva Ayala, et al.	CASE NUMBER: 30-2022-01275636
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ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (PERSONS SERVED)
(This Attachment is for use with form POS-030)


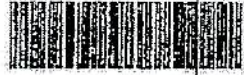
NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

<i>Name of Person Served</i>	<i>Address (number, street, city, and zip code)</i>
Macey A. Chan, Esq.	300 Commerce, Sult 250 Irvine, CA 92602
Jose Antonio Mendoza Esq.	300 Commerce, Suite 250 Irvine, CA 92602
Ali R. Mirhosseini, Esq.	1502 N. Broadway Santa Ana, CA 92706
Eoin L. Kreditor, Esq.	2 Park Plaza, Suite 850 Irvine, CA 92614
Agent for Service of Process for West Coast Escrow Company	C/o Corporate Creations Network, Inc. 4640 Admiralty Way, Suite 500 Marina Del Rey, CA 90292

Form Approved for Optional Use
Judicial Council of California
POS-030(P) (New January 1, 2006)

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ATTACHMENT "B"

 <p>WEST COAST ESCROW Real Estate Escrow Service</p>	West Coast Escrow 21580-B Yorba Linda Boulevard Yorba Linda CA 92867 Phone: (714) 777-4800 Fax: (714) 777-5800 Escrow Officer: Paula D. Vinnedge	 4530722-03179 - PV

Seller's Final Settlement Statement

Property: 2518 East Orange Grove Avenue
Orange, CA 92867

Closed Date: 6/30/2022
Disbursement Date: 6/30/2022

Seller: David Benson, Trustee of David Benson Revocable Living Trust dated August 11, 2014
Escrow Number: 4530722-03179 - PV

	<u>Debits</u>	<u>Credits</u>
Purchase Price		
Contract Sales Price		\$1,070,000.00
Payoff		
Principal to BANK OF AMERICA	\$284,180.47	
Daily Interest charges to BANK OF AMERICA	\$290.16	
Reconveyance Fee to BANK OF AMERICA	\$45.00	
Recording Fee to BANK OF AMERICA	\$85.00	
Sales Commission		
Listing Commission to COLDWELL BANKER REALTY	\$32,100.00	
Selling Commission to KELLER WILLIAMS REALTY	\$21,400.00	
Prorations		
County Taxes (Paid) 3141.5300/6 mos 06/30/22 to 07/01/22		\$17.45
Escrow Fees		
Escrow Fee	\$2,440.00	
Processing	\$250.00	
Notary Fee	\$30.00	
Wire Fee	\$25.00	
Overnight Mail	\$25.00	
FTB Filing	\$45.00	
Title		
Owner's Coverage	\$2,599.00	
Messenger Fee	\$57.50	
Sub-Escrow Fee	\$62.50	
Recording Fees		
Documentary Transfer Tax - County	\$1,177.00	
Additional Settlement Fees		
Pest Inspection to REAL ESTATE SERVICES TERMITE CONTROL	\$846.00	
Home Warranty to HOME WARRANTY OF AMERICA	\$750.00	
Zone Disclosure to DISCLOSURE SOURCE NHD	\$99.00	
Proceeds	\$713,500.82	
Totals:	\$1,070,017.45	\$1,070,017.45

Save this Statement for Income Tax purposes.

Closing Disclosure

Closing Information

Date Issued
 Closing Date 05/19/2022
 Disbursement Date 05/19/2022
 Settlement Agent West Coast Escrow
 File # 4530722-03179
 Property 2518 East Orange Grove Avenue,
 Orange, CA 92867
 Parcel ID: 383-214-03
 Sale Price \$1,670,000.00

Transaction Information

Borrower Ebrahim Karim and Maryam Karim
 1357 South Country Glen Way
 Anaheim, CA 92808
 Seller David Benson, Trustee of David Benson Revocable Living
 Trust dated August 11, 2014
 2618 East Orange Grove
 Orange, CA 92867

Summaries of Transactions

SELLER'S TRANSACTION		
Due to Seller at Closing \$1,070,733.02		
01	Sale Price of Property	\$1,070,000.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09	City/Town Taxes to	
10	County Taxes 05/19/22 to 07/01/22	\$733.02
11	Assessments to	
12		
13		
14		
15		
16		
Due from Seller at Closing \$67,539.57		
01	Escrow Deposit	
02	Closing Costs Paid at Closing (J)	\$67,539.50
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	\$285,816.07
05	Payoff of Second Mortgage Loan	
06	Seller Credit	
07		
08		
09		
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14	City/Town Taxes to	
15	County Taxes to	
16	Assessments to	
17		
18		
19		
CALCULATION		
Total Due to Seller at Closing		\$1,070,733.02
Total Due from Seller at Closing		\$357,539.57
Cash: <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller		\$713,193.45

Contact Information

REAL ESTATE BROKER(S)	
Name	KELLER WILLIAMS REALTY
Address	19531 YORBA LINDA BLVD Yorba Linda, CA 92886
CA License ID	01898399
Contact	PRASHANT VIRA
Contact CA License ID	02135506
Email	PVIRA@KW.COM
Phone	
REAL ESTATE BROKER(S)	
Name	COLDWELL BANKER REALTY
Address	21580 YORBA LINDA BLVD YORBA LINDA, CA 92387
CA License ID	96618272
Contact	Frank Del Rio
Contact CA License ID	1321550
Email	fdelrio@live.com
Phone	714-335-0844
SETTLEMENT AGENT	
Name	West Coast Escrow
Address	21580-B Yorba Linda Boulevard Yorba Linda, CA 92887
CA License ID	
Contact	
Contact CA License ID	
Email	
Phone	714-777-4600



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

		Seller Paid	
		Buyer	Seller
Loan Costs			
A. Origination Charges			
01	% of Loan Amount (Points)		
02			
03			
04			
05			
06			
B. Services Borrower Did Not Shop For			
01			
02			
03			
04			
05			
06			
07			
08			
09			
C. Services Borrower Did Shop For			
01	Perf Inspection	to	\$846.00
02	Title - Escrow Fee	to WEST COAST ESCROW - YORBA LINDA	\$2,440.00
03	Title - FTB Filing	to WEST COAST ESCROW - YORBA LINDA	\$45.00
04	Title - Messenger Fee	to WEST COAST ESCROW - YORBA LINDA	\$40.00
05	Title - Messenger Fee	to CHICAGO TITLE COMPANY	\$25.00
06	Title - Overnight Mail	to WEST COAST ESCROW - YORBA LINDA	\$40.00
07	Title - Processing	to WEST COAST ESCROW - YORBA LINDA	\$250.00
08	Title - Sub-Escrow Fee	to CHICAGO TITLE COMPANY	\$62.50
09	Title - Wire Fee	to WEST COAST ESCROW - YORBA LINDA	\$25.00
10	Title - Wire Fee	to CHICAGO TITLE COMPANY	\$25.00
Other Costs			
E. Taxes and Other Government Fees			
01	Recording Fees	Deed: \$35.00 Mortgage: \$100.00	
02	Documentary Transfer Tax - County	to CHICAGO TITLE COMPANY	\$1,177.00
F. Prepays			
01	Homeowner's Insurance Premium (mo.)		
02	Mortgage Insurance Premium (mo.)		
03	Prepaid Interest (per day from to)		
04	Property Taxes (mo.)		
05			
G. Initial Escrow Payments at Closing			
01	Homeowner's Insurance	per month for mo.	
02	Mortgage Insurance	per month for mo.	
03	Property Taxes	per month for mo.	
04			
05			
06			
07			
08	Aggregate Adjustment		
H. Other			
01	Commission Listing	to CCLDWELL BANKER REALTY	\$32,100.00
02	Commission Selling	to KELLER WILLIAMS REALTY	\$21,400.00
03	Home Warranty	to	\$750.00
04	Title - Owner's Coverage (optional)	to CHICAGO TITLE COMPANY	\$2,699.00
05	Zone Disclosure	to DISCLOSURE SOURCE NHO	\$99.00
06			
07			
TOTAL CLOSING COSTS			\$61,923.00

CLOSING DISCLOSURE

PAGE 2 OF 2

Sellers Only Closing Disclosure Addendum

Closing Information

Date Issued
Closing Date 05/19/2022
Disbursement Date 05/19/2022
Settlement Agent West Coast Escrow
File # 4530722-03179
Property 2618 East Orange Grove Avenue,
Orange, CA 92867
Parcel ID: 383-214-03
Sale Price \$1,070,000.00

Transaction Information

Borrower Ebrahim Karimi and Maryam Karimi
1357 South Country Glen Way
Anaheim, CA 92808
Seller David Benson, Trustee of David Benson Revocable Living
Trust dated August 11, 2014
2618 East Orange Grove
Orange, CA 92867

I have carefully reviewed the Closing Disclosure and to the best of my knowledge and belief, it is a true and accurate statement of the information and charges for this transaction.

David Benson Revocable Living Trust dated August 11, 2014

 5-19-2022
By: David Benson, Trustee Date



21580-B Yorba Linda Boulevard
Yorba Linda, CA 92887
Phone (714) 777-4600 Fax (714) 777-5690
Paula.Vinnedge@westcoastescrow.com

%

LISTING BROKER COMMISSION CONFIRMATION

ESCROW OFFICER: Paula D. Vinnedge

ESCROW NO.: 4530722-03179-PV
DATE: April 25, 2022

PROPERTY ADDRESS: 2618 East Orange Grove, Orange, CA 92867

Listing Broker/Manager hereby confirms the amount below is either (i) the amount specified as cooperating broker compensation in the MLS; or (ii) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Selling Broker.

COLDWELL BANKER REALTY 21580 YORBA LINDA BLVD YORBA LINDA, CA 92887	\$32,100.00
KELLER WILLIAMS REALTY 19631 YORBA LINDA BLVD YORBA LINDA, CA 92886	\$21,400.00
TOTAL COMMISSIONS	\$53,500.00

PLEASE PROVIDE ESCROW HOLDER WITH A COMMISSION BREAKDOWN
OR THE CHECK WILL BE DISBURSED 100% TO THE BROKERAGE. THANK YOU.

PLEASE NOTE: THIS COMMISSION CONFIRMATION IS PROVIDED TO REAL ESTATE AGENTS FOR REAL ESTATE USE ONLY. THE SELLER MUST SIGN A COMMISSION INSTRUCTION PRIOR TO CLOSE OF ESCROW.

APPROVED BY: *Seller*

~~LISTING BROKER / MANAGER~~

Bank of America, N.A.
PHOENIX, AZ

Customer Copy
Retain for your Records
457802931717

BANK OF AMERICA

Cashier's Check

No. 1171218557

TUSTIN & GOLDINS
0014 5002196 5025

PAY TO THE ORDER OF
WESTBANK
BANK OF AMERICA

Seven Hundred Thirteen Thousand Five Hundred and 00/100 Dollars
To The WEST COAST ESCROW
Order Of

Remitted (Purchased By) DB ORANGEWOOD, LLC
Bank of America, N.A.
PHOENIX, AZ

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈ 1171218557 ⑆ 122210⑆ 706⑆ 457002931717 ⑆

THIS CHECK AND ALL CHECKS MUST BE DEPOSITED WITHIN 60 DAYS OF THE DATE OF ISSUANCE AT AN AUTHORIZED BANK OR FINANCIAL INSTITUTION. FAILURE TO DO SO MAY RESULT IN THE CHECK BEING DECLARED VOID.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Benson 1645 West Orangewood Ave. Orange, CA 92868		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER NOV 27 2023 DAVID H. YAMASAKI, Clerk of the Court BY: _____, DEPUTY
TELEPHONE NO.: 714-381-7338 FAX NO. (Optional):	E-MAIL ADDRESS (Optional):	
ATTORNEY FOR (Name): Sui Juris		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center		
PETITIONER/PLAINTIFF: David Benson RESPONDENT/DEFENDANT: Eva Ayala, et al.		CASE NUMBER: 30-2022-01275636 Consolidated 30-2022-01274239
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL		

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:
1645 West Orangewood Ave.
Orange, CA 92868
- On (date): November 27, 2023 I mailed from (city and state): Santa Ana, California the following documents (specify):

FINAL JUDGMENT; ORDER TO SHOW CAUSE

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

- I served the documents by enclosing them in an envelope and (check one):
 - depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- The envelope was addressed and mailed as follows:
 - Name of person served: MACEY A. CHAN
 - Address of person served: JOSE ANTONIO MENDOZA
EOIN L. KREDITOR
ALI R. MIRHOSSEINI LAW GROUP, APC

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

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

Date: NOVEMBER 27, 2023

William Thornton
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

SHORT TITLE:
David Benson vs. Eva Ayala, et al.

CASE NUMBER: 30-2022-01275636
Consolidated 30-2022-01274239

ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (PERSONS SERVED)
(This Attachment is for use with form POS-030)

NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

Name of Person Served	Address (number, street, city, and zip code)
Macey A. Chan, Esq.	300 Commerce, Suit 250 Irvine, CA 92602
Jose Antonio Mendoza, Esq.	300 Commerce, Suite 250 Irvine, CA 92602
Ali R. Mirhosseini, Esq.	1502 N. Broadway Santa Ana, CA 92706
Eoin L. Kreditor, Esq.	2 Park Plaza, Suite 850 Irvine, CA 92614

**04-04-2023
QT
Unlawful Minute Order**

04-04-2023 QT Unlawful Minute Order

2000 57 57

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 04/04/2023 TIME: 08:45:00 AM DEPT: C31

JUDICIAL OFFICER PRESIDING: Martha K. Gooding

CLERK: D. Nunez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: D. Parsons

CASE NO: 30-2022-01275636-CU-OR-CJC CASE INIT. DATE: 08/18/2022

CASE TITLE: Benson vs. Ayala

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 73985268

EVENT TYPE: Ex Parte

MOVING PARTY: Golden Ticket Real Estate, Inc., Erik Messinger

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 03/24/2023

EVENT ID/DOCUMENT ID: 73984868

EVENT TYPE: Ex Parte

MOVING PARTY: West Coast Escrow Company, Paula D. Vinnedge, Eva Ayala

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 04/03/2023

APPEARANCES

David Benson, self represented Plaintiff, present.

Pfrancez C Quijano, from FitzGerald Kreditor Bolduc Risbrough LLP, present for Defendant(s) remotely.

Macey A. Chan, counsel, present for Defendant(s) remotely.

Hearing held, participants appearing remotely and in person.

Ex-Parte Application to Dismiss the Complaint as to Defendants Eva Ayala, Paul D. Vinnedge, and West Coast Escrow Company Pursuant to CCP 581 (F)(2) and CRC 3.1320 (h) is requested by Defendants Eva Ayala, Paul D. Vinnedge, and West Coast Escrow Company.

Ex-Parte Application to Dismiss The Complaint as to Erik Messinger and Golden Ticket Real Estate, Inc., is requested by Defendants Erik Messinger and Golden Ticket Real Estate, Inc.

The Court hears oral argument and takes these Ex Partes under submission.

Court is in recess.

Later the same day:

No appearances.

The Court, having taken the above-entitled matter under-submission this day and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

DATE: 04/04/2023

MINUTE ORDER

DEPT: C31

Page 1

Calendar No.

58

Before the Court is an Ex Parte Application ("Application") by Defendants Eva Ayala, Paula D. Vinnedge, and West Coast Escrow Company to dismiss the Complaint filed against them by Plaintiff David Benson ("Plaintiff") and to enter Judgment of Dismissal in their favor.

Also before the Court is an Ex Parte Application ("Application") by Defendants Erik Messinger and Golden Ticket Real Estate, Inc. to dismiss the Complaint filed against them by Plaintiff and to enter Judgment of Dismissal in their favor.

Both applications are made pursuant to Code of Civil Procedure ("CCP") section 581(f)(2) and California Rule of Court ("CRC") 3.1320(h) on the ground that, following the Court's February 7, 2023 Minute Order sustaining these defendants' demurrers to the Complaint with 21 days leave to amend, Plaintiff failed to file an amended complaint within the time period permitted – or, indeed, at all.

Plaintiff appeared pro per at the hearing on these Applications and the moving defendants were represented by their Counsel. Plaintiff filed no written opposition to either Application. Plaintiff objected orally at the hearing to dismissal of the moving defendants only on the ground that he "needs adversaries to continue" litigating the action. Plaintiff did not dispute that he failed to amend his Complaint against any of the moving defendants.

CCP section 581(f)(2) provides that the Court may dismiss a complaint when, "after a demurrer to the complaint is sustained with leave to amend, the plaintiff fails to amend it within the time allowed by the court and either party moves for dismissal."

CRC 3.1320(h) provides that "[a] motion to dismiss the entire action and for entry of judgment after expiration of the time to amend following the sustaining of a demurrer may be made by ex parte application to the court under Code of Civil Procedure section 581(f)(1)."

The Court's Minute Order of February 7, 2023, sustained the unopposed demurrer of Defendants Eva Ayala, Paula Vinnedge, and West Coast Escrow to the single cause of action asserted against them, with 21 days leave to amend; it also sustained the unopposed demurrer of Defendants Erik Messinger and Golden Ticket Real Estate, Inc. dba Keller Williams Realty to the single cause of action asserted against them, also with 21 days leave to amend. The February 7, 2023 Minute Order was served on Plaintiff by mail on 2/8/2023. See Clerk's Certificate of Mailing/Electronic Service.

Accordingly, both Applications are **GRANTED**. The Court will separately enter a Judgment of Dismissal as to Defendants Eva Ayala, Paula D. Vinnedge, West Coast Escrow Company, Erik Messinger and Golden Ticket Real Estate, Inc.

Court orders clerk to give notice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Central Justice Center
700 W. Civic Center Drive
Santa Ana, CA 92702

SHORT TITLE: Benson vs. Ayala

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

CASE NUMBER:
30-2022-01275636-CU-OR-CJC

I certify that I am not a party to this cause. I certify that a true copy of the above Minute Order dated 04/04/23 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 4/4/23. Following standard court practice the mailing will occur at Sacramento, California on 4/5/23.

DAVID BENSON
1645 ORANGEWOOD AVENUE
ORANGE, CA 92868

DAVID BENSON
1645 W ORANGETHORPE AVENUE
ORANGE, CA 92868

Clerk of the Court, by:

, Deputy

I certify that I am not a party to this cause. I certify that the following document(s), Minute Order dated 04/04/23, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on April 4, 2023, at 3:09:29 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

COLDWELL BANKER RESIDENTIAL
BROKERAGE CO-LAW DEPT.
JOSE.MENDOZA@CBHOME.COM

FITZGERALD KREDITOR BOLDUC RISBROUGH
LLP
EKREDITOR@FKBRLEGAL.COM

FITZGERALD KREDITOR BOLDUC RISBROUGH
LLP
PQUIJANO@FKBRLEGAL.COM

MACEY A. CHAN
MACEY.CHAN@TITLERESOURCES.COM

MIRHOSSEINI LAW GROUP, APC
ALI@ARMLAW.NET

Clerk of the Court, by:

, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**04-05-2023
QT
Unlawful Judgment**

04-05-2023 QT Unlawful Judgment

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Eoin L. Kreditor (SBN 151131) / Pfrancez C. Quijano (SBN 333804) FitzGerald Kreditor Bolduc Risbrough LLP 2 Park Plaza, Suite 850 Irvine, CA 92614 TELEPHONE NO.: 949-788-8900 FAX NO. (Optional): 949-788-8980 E-MAIL ADDRESS (Optional): ekreditor@fkbrlegal.com / pquijano@fkbrlegal.com ATTORNEY FOR (Name): Defendants Erik Messinger and Golden Ticket Real Estate Inc.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 W Civic Center Dr. MAILING ADDRESS: 700 W Civic Center Dr. CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center - Santa Ana	
PLAINTIFF/PETITIONER: David Benson DEFENDANT/RESPONDENT: Eve Ayala, et al.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)	CASE NUMBER: 30-2022-01275635

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 5, 2023
2. A copy of the judgment, decree, or order is attached to this notice.

Date: April 11, 2023

Pfrancez C. Quijano _____

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: David Benson DEFENDANT/RESPONDENT: Eve Ayala, et al.	CASE NUMBER: 30-2022-01275636
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify):

2. I served a copy of the Notice of Entry of Judgment or Order by enclosing it in a sealed envelope with postage fully prepaid and (check one):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The Notice of Entry of Judgment or Order was mailed:

- a. on (date):
- b. from (city and state):

4. The envelope was addressed and mailed as follows:

- | | |
|--|--|
| <ul style="list-style-type: none"> a. Name of person served: Street address: City: State and zip code: | <ul style="list-style-type: none"> c. Name of person served: Street address: City: State and zip code: |
| <ul style="list-style-type: none"> b. Name of person served: Street address: City: State and zip code: | <ul style="list-style-type: none"> d. Name of person served: Street address: City: State and zip code: |

Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

5. Number of pages attached _____.

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 OF DECLARANT)

▶

(SIGNATURE OF DECLARANT)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

APR 05 2023 *rl*

DAVID H. YAMASAKI, Clerk of the Court

BY: R. CASTRO, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

DAVID BENSON,

Plaintiff,

v.

EVE AYALA, PAUL D. VINNAGE,

WEST COAST ESCROW

COMPANY, ERIK MESSINGER,

KELLER WILLIAMS REALTY,

COLDWELL BANKER REALTY,

FRANK DEL RIO, EBRAHIM

KARIMI, AND MARYAM KARIMI,

Defendants.

Case No.: 30-2022-01275636

JUDGMENT

Hon. MARTHA K. GOODING

Dept. C31

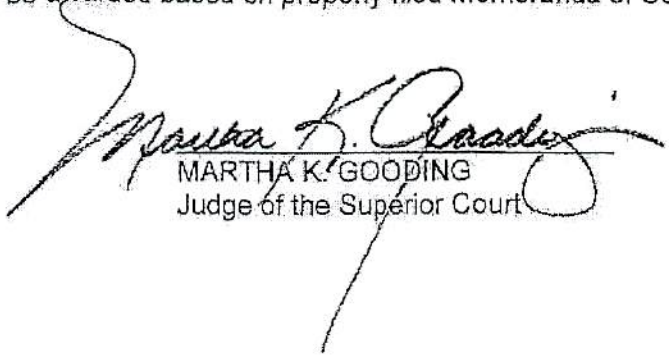
Based on the Court's Minute Order of April 4, 2023, and for the reasons set forth therein,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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1. Judgment of Dismissal is entered in favor of Defendants Erik Messinger ("Defendant Messinger") and Golden Ticket Real Estate, Inc. dba. Keller Williams Realty ("Defendant Golden Ticket") and against Plaintiff David Benson. Plaintiff shall take nothing by his Complaint against Defendants Messinger and Golden Ticket.
2. Judgment of Dismissal is entered in favor of Defendants Eva Ayala ("Defendant Ayala"); Paula D. Vinnedge, erroneously sued as Paula D. Vinnage ("Defendant Vinnedge"); and West Coast Escrow Company ("Defendant West Coast Escrow") and against Plaintiff David Benson. Plaintiff shall take nothing by his Complaint against Defendants Ayala, Vinnedge and West Coast Escrow.
3. Any awardable costs shall be awarded based on properly-filed Memoranda of Costs.

Dated: 4/5/2023


MARTHA K. GOODING
Judge of the Superior Court

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PROOF OF SERVICE

Benson v. Ayala, et al.

Orange County Superior Court Case No.: 30-2022-01275636

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 2 Park Plaza, Suite 850, Irvine, California 92614. On April 11, 2023, I served the foregoing document(s) described as follows:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

on the interested parties in this action by placing a true copy the original thereof addressed as follows:

SEE ATTACHED SERVICE LIST

(MAIL) (C.C.P. § 1013(a)) Pursuant to CCP § 1013(a) and under firm practice said envelope would be deposited with the U.S. Postal Service on the same day with postage thereof fully prepaid at Irvine, California in the ordinary course of business. I am readily familiar with FitzGerald Kreditor Bolduc Risbrough LLP's ordinary business practice of collection and processing correspondence for mailing. I followed this business practice and I placed the envelope for collection and mailing on the date identified above. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

(OVERNIGHT MAIL) Pursuant to CCP § 1013(c), I deposited such document(s) in a box regularly maintained by an overnight courier located at Irvine, California. The envelope was an envelope designated by such overnight courier for overnight delivery and all delivery fees were fully prepaid.

(ELECTRONIC SERVICE) (C.C.P. § 1010.6(a)(4)) I caused such document(s) to be electronically served on all interested parties in this action shown by email. Electronic service is complete at the time of transmission. My electronic notification address is 2 Park Plaza, Suite 850, Irvine, California 92614. E-mail: mshaygan@fkbrlegal.com.

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

Executed on April 11, 2023, at Irvine, California.



Masud Shaygan

SERVICE LIST

<p>David Benson 1645 Orangewood Ave. Orange, CA 92868</p> <p>1645 W. Orangethorpe Ave. Orange, CA 92868</p> <p>2618 East Orange Grove Ave. Orange, CA 92867 T: (714) 381-7338 E: benson@l215.org</p> <p><i>Plaintiff In Pro Per</i></p>	<p>Macey A Chan, Esq. 300 Commerce, Suite 250 Irvine, CA 92602 T: (856) 914-2629 F: (888) 485-3630 E: macey.chan@titlcrresources.com</p> <p><i>Attorney for Defendants EVA AYALA, PAULA D. VINNEDGE erroneously sued as Paula D. Vinnage, AND WEST COAST ESCROW COMPANY</i></p>
<p>Ali R. Mirhosseni, Esq. MIRHOSSANI LAW GROUP, APC 1502 N. Broadway Santa Ana, CA 92706 T: (714) 560-9100 F: (714) 560-9120 E: ali@armlaw.net E: tina@armlaw.net E: sondra@armlaw.net</p> <p><i>Attorneys for Defendants EBRAHIM KARIMI AND MARYAM KARIMI</i></p>	<p>Michael C. Earle, Esq. Law Offices of Michael C. Earle 474 W. Orange Show Rd. San Bernardino, CA 92408 T: 909-889-5151 F: 909-889-3900 E: intake@fastevict.com</p> <p><i>Counsel for Plaintiff, EBRAHIM KARIMI and MARYAM KARIMI in Unlawful Detainer Action: 30-2022-0127 4239-CL- UD-CJC</i></p>

**11-30-2023
QT
Unlawful Minute Order**

11-30-2023 QT Unlawful Minute Order

**69
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SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 11/30/2023

TIME: 01:30:00 PM

DEPT: C19

JUDICIAL OFFICER PRESIDING: Shawn Nelson

CLERK: E. Yu, C. Diaz

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: F. Gutierrez

CASE NO: 30-2022-01275636-CU-OR-CJC CASE INIT.DATE: 08/18/2022

CASE TITLE: Benson vs. Ayala

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other Real Property

EVENT ID/DOCUMENT ID: 74154478

EVENT TYPE: Motion - Other

MOVING PARTY: Ebrahim Karimi, Maryam Karimi

CAUSAL DOCUMENT/DATE FILED: Motion - Other To Unconsolidate Cases, 10/03/2023

APPEARANCES

David Benson, self-represented Plaintiff, present.

Tina Starr, from Mirhosseini Law Group, APC, present for Defendant, remotely.

Hearing held, participants appearing remotely and in person.

The Court discloses on the record as follows: Disclosure by the Court regarding campaign contribution.

Tentative Ruling posted on the Internet and outside of the courtroom.

The Court hears oral argument and confirms the tentative ruling as follows:

Defendants, and unlawful detainer plaintiffs, Ebrahim and Maryam Karimi's motion to reclassify their previously consolidated unlawful detainer complaint (2022-01274239) against plaintiff David Benson as limited civil is granted.

Ebrahim and Maryam Karimi, the purchasers of the house had filed an unlawful detainer complaint against Plaintiff to remove him from the property. [Karimi v. Benson, Orange County Superior Court case no. 2022-01274239 ("UD action").]

Plaintiff moved to consolidate the UD action with this action. That motion was granted, and the UD action was consolidated with this unlimited jurisdiction action, with the dates in the UD action being vacated. [ROA # 60, 63.]

Since then, however, Defendants have obtained a dismissal of Plaintiff's case as to them after he failed to amend when their demurrer was sustained with leave to amend. [ROA # 176, 185, 213.]

Indeed, it appears that all of the defendants to Plaintiff's complaint have obtained such dismissals. [See ROA # 120, 157.]

"Unlawful detainer is a summary procedure designed principally to enable the landlord to gain speedy possession of the property.... [A]lthough Code of Civil Procedure section 1174, subdivision (b), authorizes rental damages in unlawful detainer, nothing in the statutes requires the landlord to litigate his

DATE: 11/30/2023

MINUTE ORDER

Page 1

DEPT: C19

Calendar No.

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rental claims in the unlawful detainer rather than a separate civil proceeding To require the landlord to litigate rental damages in unlawful detainer could delay and frustrate the primary purpose of the proceeding, the obtaining of possession." (Northrop Corp. v. Chaparral Energy, Inc. (1985) 168 Cal.App.3d 725, 729, 214 Cal.Rptr. 173.)

Hiona v. Superior Court of City and County of San Francisco (2020) 48 Cal.App.5th 866, 872.

Under Code Civ. Proc. § 403.040, a court may reclassify a case from unlimited to limited civil when the case has been misclassified. Code Civ. Proc. § 403.040(a). See Stern v. Superior Court, 105 Cal. App. 4th 223, 230 (2003); see also Code Civ. Proc. §§ 85, 88 (defining limited and unlimited civil cases).

Code Civ. Proc., § 403.040, subd. (a) and (b) provide:

(a) The plaintiff, cross-complainant, or petitioner may file a motion for reclassification within the time allowed for that party to amend the initial pleading. The defendant or cross-defendant may file a motion for reclassification within the time allowed for that party to respond to the initial pleading. The court, on its own motion, may reclassify a case at any time. A motion for reclassification does not extend the moving party's time to amend or answer or otherwise respond. The court shall grant the motion and enter an order for reclassification, regardless of any fault or lack of fault, if the case has been classified in an incorrect jurisdictional classification.

(b) If a party files a motion for reclassification after the time for that party to amend that party's initial pleading or to respond to a complaint, cross-complaint, or other initial pleading, the court shall grant the motion and enter an order for reclassification only if both of the following conditions are satisfied:

- (1) The case is incorrectly classified.
- (2) The moving party shows good cause for not seeking reclassification earlier.

Here, limited jurisdiction is called for because Defendants' previously consolidated unlawful detainer complaint is an unlawful detainer action seeking possession of the premises in issue without seeking more than \$25,000 in damages. (3) The following civil cases and proceedings are limited civil cases; . . . (4) A proceeding in forcible entry or forcible or unlawful detainer where the whole amount of damages claimed is twenty-five thousand dollars (\$25,000) or less. . . . Code Civ. Proc., § 86. [See UD Complaint (ROA #62).]

Good cause for the timing of Defendants' motion is shown in that they only recently obtained dismissal of the unlimited jurisdiction complaint with which their UD action was consolidated.

Defendants have therefore met the requirements for reclassification under Code Civ. Proc. §403.040. Their motion is therefore granted.

Moving party to give notice.

SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY
700 CIVIC CENTER DR. WEST
SANTA ANA, CA 92701



167.CRT30.704576.51
DAVID BENSON
1645 ORANGEWOOD AVENUE
ORANGE, CA 92868

12-22-23

UD

Unlawful Summary Judgment

12-22-23

UD

Unlawful Summary Judgment

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 12/22/2023 TIME: 08:30:00 AM DEPT: C61

JUDICIAL OFFICER PRESIDING: Kunthavi Watson
CLERK: A. Carbajal
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT: Deputy Ribeiro

CASE NO: 30-2022-01274239-CL-UD-CJC CASE INIT.DATE: 08/08/2022
CASE TITLE: Karimi vs. Benson
CASE CATEGORY: Civil - Limited CASE TYPE: Unlawful Detainer - Residential

EVENT ID/DOCUMENT ID: 74169152

EVENT TYPE: Motion for Summary Judgment and/or Adjudication
MOVING PARTY: Maryam Karimi, Ebrahim Karimi
CAUSAL DOCUMENT/DATE FILED: Motion for Summary Judgment/Adjudication, 12/12/2023

APPEARANCES

Tina Starr, from Mirhosseini Law Group, APC, present for Plaintiff(s) remotely.
David Benson, self represented Defendant, present.

Hearing held, participants appearing remotely and in person.

Proceedings recorded electronically. The recording equipment is functioning normally, and all of the proceedings in open court between designated times of day will be recorded, except for such matters as were expressly directed to be "off the record" or as otherwise specified.

Plaintiff's Motion for Summary Judgment, Plaintiff's Request for Judicial Notice and Defendant's Notice are read and considered.

The Court hears oral argument.

The Court takes this matter under submission.

Later the same day:

The Court, having taken the above-entitled matter under submission on 12/22/2023 and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

The court finds there are no triable issues of material fact. The Motion for Summary Judgment is **GRANTED**.

Possession is awarded to the Plaintiff.

Plaintiff is to submit an order and judgment.

Clerk to give notice.

DATE: 12/22/2023
DEPT: C61

MINUTE ORDER

Page 1
Calendar No.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Central Justice Center
700 W. Civic Center Drive
Santa Ana, CA 92702

SHORT TITLE: Karimi vs. Benson

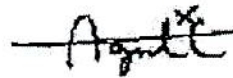
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

CASE NUMBER:
30-2022-01274239-CL-UD-CJC

I certify that I am not a party to this cause. I certify that a true copy of the above Minute Order dated 12/22/23 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 12/22/23. Following standard court practice the mailing will occur at Sacramento, California on 12/26/23.

DAVID BENSON
1645 W ORANGETHORPE AVENUE
ORANGE, CA 92868

Clerk of the Court, by:

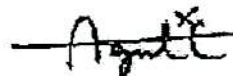


_____, Deputy

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 12/22/23, was transmitted electronically by an Orange County Superior Court email server on December 22, 2023, at 3:33:31 PM PST. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

MIRHOSSEINI LAW GROUP, APC
SONDRA@ARMLAW.NET

Clerk of the Court, by:



_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

02-15-2024
UD
Unlawful Writ of Possession Issued

02-15-2024
UD
Unlawful Writ of possession issued

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TO (Name and Address): OCCUPANT 2618 E Orange Grove Ave Orange, CA 92867 EMAIL:	LEVYING OFFICER (Name and Address): Orange County Sheriff's Department 909 N Main St, Suite 2 Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 California Relay Service Number (800) 735-2929 TDD or 711
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 W Civic Center Drive Santa Ana, CA 92701	COURT CASE NO.: 30-2022-01274239-CL-UD-CJC
PLAINTIFF: Ebrahim Karimi; Mary Karimi DEFENDANT: David Benson	LEVYING OFFICER FILE NO.: 2024502033
Notice to Vacate	

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	2618 E Orange Grove Ave Orange, CA 92867
Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Wednesday, March 6, 2024 06:01 am

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CIV), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if the prejudgment claim of right to possession was served as indicated on the writ unless the eviction is the result of a foreclosure.



Don Barnes
Sheriff-Coroner

By: _____

Annemarie #11331

Sheriff's Authorized Agent

Original

357627

(c) Countywide Sheriff, Telecott, Inc.

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ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 149919 NAME: Ali R. Mirhosseini, Esq. FIRM NAME: MIRHOSSEINI LAW GROUP, APC STREET ADDRESS: 1502 N. Broadway CITY: Santa Ana STATE: CA ZIP CODE: 92708 TELEPHONE NO.: 714-560-9100 FAX NO.: 714-560-9120 EMAIL ADDRESS: legalassistant@armlaw.net ATTORNEY FOR (name): EBRAHIM KARIMI; MARYAM KARIMI <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px;"> <p>Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).</p> </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana CA 92706 BRANCH NAME: CENTRAL JUSTICE CENTER - CIVIL LIMITED	CASE NUMBER: 30-2022-01274239-CL-JD-CJC
PLAINTIFF/PETITIONER: EBRAHIM KARIMI; MARYAM KARIMI DEFENDANT/RESPONDENT: DAVID BENSON	
<input type="checkbox"/> EXECUTION (Money Judgment) WRIT OF <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real Property	<input checked="" type="checkbox"/> Limited Civil Case (including Small Claims) <input type="checkbox"/> Unlimited Civil Case (including Family and Probate)

- To the Sheriff or Marshal of the County of: ORANGE
You are directed to enforce the judgment described below with daily interest and your costs as provided by law.
- To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040.
- (Name): EBRAHIM KARIMI; MARYAM KARIMI
Is the original judgment creditor assignee of record whose address is shown on this form above the court's name.

- Judgment debtor (name, type of legal entity if not a natural person, and last known address):

DAVID BENSON
2818 E ORANGE GROVE AVE
ORANGE, CA 92867

Additional judgment debtors on next page

- Judgment entered on (date): 01/22/2024
(See type of judgment in item 22.)

- Judgment renewed on (dates):

- Notice of sale under this writ:
 - has not been requested.
 - has been requested (see next page).

- Joint debtor information on next page.

- Writ of Possession/Writ of Sale information on next page.

- This writ is issued on a sister-state judgment.

For items 11-17, see form MC-012 and form MC-013-INFO.

11. Total judgment (as entered or renewed)	\$
12. Costs after judgment (CCP 685.090)	\$
13. Subtotal (add 11 and 12)	\$
14. Credits to principal (after credit to interest)	\$
15. Principal remaining due (subtract 14 from 13)	\$
16. Accrued interest remaining due per CCP 685.050(b) (not on GC 6103.5 fees)	\$
17. Fee for issuance of writ (per GC 70626(a)(1))	\$ 40.00
18. Total amount due (add 15, 16, and 17)	\$ 40.00

- Levying officer:
 - Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) \$
 - Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(f)) \$
- The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

DAVID H. YAMASAKI, Clerk of the Court

Date: 02/15/2024

Clerk, by Heather Mitchell, Deputy H. Mitchell

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION.



Plaintiff/Petitioner: EBRAHIM KARIMI; MARYAM KARIMI	CASE NUMBER:
Defendant/Respondent: DAVID BENSON	30-2022-01274239-CL-UD-CJC

21. Additional judgment debtor(s) (name, type of legal entity if not a natural person, and last known address):

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

22. The judgment is for (check one):

- a. wages owed.
- b. child support or spousal support.
- c. other. POSSESSION OF REAL PROPERTY

23. Notice of sale has been requested by (name and address):

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

24. Joint debtor was declared bound by the judgment (CCP 989-994)

- | | |
|--|--|
| a. on (date): | a. on (date): |
| b. name, type of legal entity if not a natural person, and last known address of joint debtor: | b. name, type of legal entity if not a natural person, and last known address of joint debtor: |

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

c. Additional costs against certain joint debtors are itemized: below on Attachment 24c.

25. (Writ of Possession or Writ of Sale) Judgment was entered for the following:

- a. Possession of real property: The complaint was filed on (date): 08/08/2022
(Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.)
 - (1) The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
 - (2) The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
 - (3) The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)
 - (4) If the unlawful detainer resulted from a foreclosure (item 25a(3)), or if the Prejudgment Claim of Right to Possession was not served in compliance with CCP 415.46 (item 25a(2)), answer the following:
 - (a) The daily rental value on the date the complaint was filed was \$ 25.00
 - (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

Monday - Friday Hearings are conducted in-person. Submit documents to the court after being accepted by the Sheriff's Department. Hearings are scheduled 5 or 15 days from filing based on deposit 15 days of rent.

Item 26 continued on next page

Plaintiff/Petitioner: EBRAHIM KARIMI; MARYAM KARIMI
 Defendant/Respondent: DAVID BENSON

CASE NUMBER:
 30-2022-01274239-CL-JD-CJC

25. b. Possession of personal property.
 If delivery cannot be had, then for the value (*itemize in 25e*) specified in the judgment or supplemental order.
- c. Sale of personal property.
- d. Sale of real property.
- e. The property is described below on Attachment 25e.
 2618 E Orange Grove Ave; Orange, CA 92867

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

CLAIMANT OR CLAIMANT'S ATTORNEY (Name and Address):	
TELEPHONE NO.:	FAX NO.:
E-MAIL ADDRESS:	
ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange	
STREET ADDRESS: 700 W Civic Center Drive	
MAILING ADDRESS:	
CITY AND ZIP CODE: Santa Ana, CA 92701	
BRANCH NAME: Orange County Superior Court	
PLAINTIFF/PETITIONER: Ebrahim Karimi; Mary Karimi	COURT CASE NUMBER: 30-2022-01274239-CL-UD-CJC
DEFENDANT/RESPONDENT: David Benson	
CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING	LEVYING OFFICER FILE NUMBER: 2024502033
Complete this form only if ALL of these statements are true: 1. You are NOT named in the accompanying form called <i>Writ of Possession</i> . 2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed. (The date is in the accompanying <i>Writ of Possession</i> .) 3. You still occupy the premises. 4. A <i>Prejudgment Claim of Right to Possession</i> form was NOT served with the <i>Summons and Complaint</i> , OR this eviction results from a foreclosure.	(for levying officer use only) Completed form was received on Date: _____ Time: _____ By: _____
NOTICE: If you are being evicted because of foreclosure, you have additional rights and should seek legal assistance immediately.	

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit No., city and ZIP code):
3. The address of "the premises" subject to this claim is (address):

Check here if this property was foreclosed on

4. On (insert date): _____, the owner, landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is in the accompanying *Writ of Possession*.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4)
8. I was not named in the *Writ of Possession*.
9. I understand that if I make this claim of possession, a court hearing will be held to decide whether my claim will be granted.
10. (Filing fee) To obtain a court hearing on my claim, I understand that after I present this form to the levying officer I must go to the court and pay a filing fee of \$225 or file with the court "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file the form for waiver of court fees within 2 court days, the court will immediately deny my claim.
11. (Immediate court hearing unless you deposit 15 days' rent) To obtain a court hearing on my claim, I understand I must also present a copy of this completed complaint form or a receipt from the levying officer. I also understand the date of my hearing will be set immediately if I don't deliver to the court an amount equal to 15 days' rent.

(Continued on Reverse)

SHORT TITLE: Ebrahim Karimi; Mary Karimi vs. David Benson	LEVYING OFFICER FILE NO.: 2024502033	COURT CASE NO.: 30-2022-01274239-CL-UD-CJ
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12. I am filing my claim in the following manner (check the box that shows how you are filing your claim. Note that you must deliver to the court a copy of the claim form or a levying officer's receipt):

- a. I presented this claim form to the sheriff, marshal, or other levying officer, AND within two court days I shall deliver to the court the following: (1) a copy of this completed claim form or a receipt, (2) the court filing fee or form for proceeding in forma pauperis, and (3) an amount equal to 15 days' rent; or
- b. I presented this claim form to the sheriff, marshal, or other levying officer, AND within two court days I shall deliver to the court (1) a copy of this completed claim form or a receipt, and (2) the court filing fee or form for proceeding in forma pauperis.

IMPORTANT: Do not take a copy of this claim form to the court (unless you have first given the form to the sheriff, marshal, or other levying officer).

(To be completed by the court)			
Date of hearing:	Time:	Dept. or Div.:	Room:
Address of court:			

NOTICE: If you fail to appear at this hearing you will be evicted without further hearing.

13. Rental agreement: I have (check all that apply to you):

- a. an oral rental agreement with the landlord.
- b. a written rental agreement with the landlord.
- c. an oral rental agreement with a person other than the landlord.
- d. a written rental agreement with a person other than the landlord.
- e. a rental agreement with the former owner who lost the property through foreclosure
- f. other (explain):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF CLAIMANT)

NOTICE: If your claim to possession is found to be valid, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all the following are true:

1. You are NOT named, in the accompanying form called Writ of Possession;
2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed; and
3. You still occupy the premises.
4. A Prejudgment Claim of Right to Possession form was NOT served with the Summons and Complaint, OR you are being evicted due to foreclosure.

You can complete and SUBMIT THIS CLAIM FORM

(1) Before the date of eviction at the sheriff's or marshal's office located at (address):

909 N Main St, Suite 2
Santa Ana, CA 92701

(2) OR at the premises at the time of the eviction. (Give this form to the officer who comes to evict you.)

If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED along with the parties named in the writ.

After this form is properly filed, A HEARING WILL BE HELD to decide your claim. If you do not appear at the hearing, you will be evicted without a further hearing.

CLAIMANT OR CLAIMANTS ATTORNEY: (Name and Address): TELEPHONE NO.: _____ FAX NO.: _____ E-MAIL ADDRESS: _____ ATTORNEY FOR: (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 W. Civic Center Drive MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Orange County Superior Court	
PLAINTIFF/PETITIONER: Ebrahim Karimi; Mary Karimi DEFENDANT/RESPONDENT: David Benson	COURT CASE NUMBER: 30-2022-01274239-CL-UD-CJC
CLAIM OF RIGHT TO POSSESSION AND NOTICE OF HEARING	LEVYING OFFICER FILE NUMBER: 2024502033
Complete this form only if ALL of these statements are true: 1. You are NOT named in the accompanying form called <i>Writ of Possession</i> . 2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed. (The date is in the accompanying <i>Writ of Possession</i> .) 3. You still occupy the premises. 4. A <i>Prejudgment Claim of Right to Possession</i> form was NOT served with the <i>Summons and Complaint</i> , OR this eviction results from a foreclosure.	<i>(For levying officer use only)</i> Completed form was received on Date: _____ Time: _____ By: _____
NOTICE: If you are being evicted because of foreclosure, you have additional rights and should seek legal assistance immediately.	

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify): _____
2. I reside at (street address, unit No., city and ZIP code): _____
3. The address of "the premises" subject to this claim is (address): _____

Check here if this property was foreclosed on.

4. On (insert date): _____, the owner, landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is in the accompanying *Writ of Possession*.)
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(Continued on Reverse)

SHORT TITLE: Ebrahim Karimi; Mary Karimi vs. David Benson	LEVYING OFFICER FILE NO.: 2024502033	COURT CASE NO.: 30-2022-01274239-CL-UD-CJ
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12. I am filing my claim in the following manner (check the box that shows how you are filing your claim. Note that you must deliver to the court a copy of the claim form or a levying officer's receipt):

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- b. I presented this claim form to the sheriff, marshal, or other levying officer, AND within two court days I shall deliver to the court (1) a copy of this completed claim form or a receipt, and (2) the court filing fee or form for proceeding in forma pauperis.

IMPORTANT: Do not take a copy of this claim form to the court unless you have first given the form to the sheriff, marshal, or other levying officer.

<i>(To be completed by the court)</i>			
Date of hearing:	Time:	Dept. or Div.:	Room:
Address of court:			

NOTICE: If you fail to appear at this hearing you will be evicted without further hearing.

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- a. an oral rental agreement with the landlord.
- b. a written rental agreement with the landlord.
- c. an oral rental agreement with a person other than the landlord.
- d. a written rental agreement with a person other than the landlord.
- e. a rental agreement with the former owner who lost the property through foreclosure
- f. other (explain):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF CLAIMANT)

NOTICE: If your claim to possession is found to be valid, the unlawful detainer action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

- NOTICE TO OCCUPANTS -

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2. You occupied the premises on or before the date the unlawful detainer (eviction) action was filed; and
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4. A Prejudgment Claim of Right to Possession form was NOT served with the Summons and Complaint, OR you are being evicted due to foreclosure.

You can complete and SUBMIT THIS CLAIM FORM

(1) Before the date of eviction at the sheriff's or marshal's office located at (address):

909 N Main St, Suite 2
Santa Ana, CA 92701

(2) OR at the premises at the time of the eviction. (Give this form to the officer who comes to evict you.)

If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED along with the parties named in the writ.

After this form is properly filed, A HEARING WILL BE HELD to decide your claim. If you do not appear at the hearing, you will be evicted without a further hearing.

**12-05-2023
QT
Unlawful Deconsolidation (ROA 261)**

12-05-2023 QT Unlawful Deconsolidation (ROA 261)

Case Summary

Case Number	30-2022-01275636-CU-OR-CJC
Title	David Benson Vs. Eva Ayala
Type	Other Real Property
Category	Civil - Unlimited
Judicial Officer	

Participants

Name	Type	Start Date
Erik Messinger	Defendant	08/18/2022
Ebrahim Karimi	Plaintiff	08/10/2022
Eva Ayala	Defendant	08/18/2022
Frank Del Rio	Defendant	08/18/2022
Maryam Karimi	Plaintiff	08/10/2022
Coldwell Banker Residential Brokerage Co-Law Dept.	Attorney	10/10/2022
David Benson	Defendant	08/10/2022
Michael C Earle	Attorney	08/10/2022
Macey A Chan	Attorney	10/03/2022
Golden Ticket Real Estate, Inc.	Defendant	10/13/2022
West Coast Escrow Company	Defendant	08/18/2022
Coldwell Banker Residential Brokerage Company	Defendant	08/18/2022
Paula D Vinnage	Defendant	08/18/2022
David Benson	Plaintiff	08/18/2022
Keller Williams Realty	Defendant	08/18/2022
Mirhosseini Law Group, Apc	Attorney	11/07/2022
Paula D Vinnedge	Defendant	10/03/2022
Fitzgerald Kreditor Bolduc Risbrough LLP	Attorney	10/13/2022
Maryam Karimi	Defendant	08/18/2022
Ebrahim Karimi	Defendant	08/18/2022

Hearings

Date	Time	Description	Dept
11/30/2023	13:30	Motion - Other	C19
11/28/2022	13:30	Motion To Consolidate	C31
01/09/2023	13:30	Motion To Consolidate	C31
01/09/2023	13:30	Petition To Compel Arbitration	C31

02/27/2023	13:30	Petition To Compel Arbitration	C31
02/06/2023	13:30	Demurrer To Complaint	C31
02/06/2023	13:30	Petition To Compel Arbitration	C31
02/06/2023	13:30	Demurrer To Complaint	C31
02/06/2023	13:30	Demurrer To Complaint	C31
02/06/2023	13:30	Case Management Conference	C31
04/24/2023	09:00	Case Management Conference	C31
03/16/2023	13:30	Ex Parte	C31
03/16/2023	08:45	Ex Parte	C31
03/21/2023	08:45	Ex Parte	C31
03/27/2023	13:30	Demurrer To Complaint	C31
03/30/2023	08:45	Ex Parte	C31
04/04/2023	08:45	Ex Parte	C31
04/04/2023	08:45	Ex Parte	C31
05/15/2023	13:30	Demurrer To Complaint	C31
05/15/2023	13:30	Case Management Conference	C31
09/11/2023	09:00	Case Management Conference	C31
11/13/2023	13:30	Motion - Other	C31
11/30/2023	13:30	Motion - Other	C31
11/16/2023	13:30	Motion - Other	C31
12/04/2023	09:00	Case Management Conference	C31
09/28/2023	08:30	Ex Parte	C32
06/23/2023	08:30	Ex Parte	N17

Register of Actions			
ROA	Date	Docket	Filing Party
264	12/20/2023	Proof Of Service By Mail Filed By Benson, David On 12/20/2023	Benson, David On 12/20/2023
263	12/20/2023	Notice - Other (In Re Unlawful Proceedings) Filed By Benson, David On 12/20/2023	Benson, David On 12/20/2023
261	12/05/2023	30-2022-01274239-CI-Ud-Cjc And 30-2022-01275636-Cu-Or-Cjc Deconsolidated On 12/05/2023.	
260	12/04/2023	Clerk'S Certificate Of Mailing/Electronic Service	
259	11/30/2023	Minutes Finalized For Chambers Work 11/30/2023 04:30:00 Pm.	
258	11/30/2023	Minutes Finalized For Motion - Other 11/30/2023 01:30:00 Pm.	
257	12/01/2023	Notice Of Ruling Filed By Karimi, Ebrahim; Karimi, Maryam On 12/01/2023	Karimi, Ebrahim; Karimi, Maryam On 12/01/2023
256	12/01/2023	E-Filing Transaction 11230689 Received On 12/01/2023 09:39:52 Am.	
255	11/30/2023	Peremptory Challenge Pursuant To 170.6 Ccp Filed By Benson, David On 11/30/2023	Benson, David On 11/30/2023

254	11/27/2023	Document - Other Filed By Benson, David On 11/27/2023 <i>FINAL JUDGMENT</i>	Benson, David On 11/27/2023
253	11/21/2023	Opposition Filed By Karimi, Ebrahim; Karimi, Maryam On 11/21/2023	Karimi, Ebrahim; Karimi, Maryam On 11/21/2023
252	11/21/2023	E-Filing Transaction 41573434 Received On 11/21/2023 11:10:50 Am.	
251	11/21/2023	Notice - Other Filed By Karimi, Ebrahim; Karimi, Maryam On 11/21/2023	Karimi, Ebrahim; Karimi, Maryam On 11/21/2023
250	11/21/2023	E-Filing Transaction 11226699 Received On 11/21/2023 10:20:46 Am.	
249	11/20/2023	Clerk'S Certificate Of Mailing/Electronic Service	
248	11/20/2023	Minutes Finalized For Chambers Work 11/20/2023 03:57:00 Pm.	
247	11/20/2023	Case Management Conference Continued To 12/07/2023 At 09:00 Am In Department C19 Pursuant To Court'S Motion.	
246	11/20/2023	Motion - Other Continued To 11/30/2023 At 01:30 Pm In Department C19 Pursuant To Court'S Motion.	
245	11/20/2023	Clerk'S Certificate Of Mailing/Electronic Service	
244	11/20/2023	Minutes Finalized For Chambers Work 11/20/2023 03:35:00 Pm.	
243	11/20/2023	This Case Is Reassigned To The Honorable Shawn Nelson For All Purposes.	
242	11/20/2023	Peremptory Challenge Under C.C.P. 170.6 As To The Honorable Richard J. Oberholzer Filed.	
241	11/16/2023	Clerk'S Certificate Of Mailing/Electronic Service	
240	11/16/2023	Minutes Finalized For Chambers Work 11/16/2023 11:45:00 Am.	
239	11/16/2023	Motion - Other Continued To 11/30/2023 At 01:30 Pm In This Department Pursuant To Court'S Motion.	
238	11/16/2023	Notice - Other (In Re Unlawful Ex Parte Hearing Continued To This Date) Filed By Benson, David On 11/16/2023	Benson, David On 11/16/2023
237	11/16/2023	Proof Of Service By Mail Filed By Benson, David On 11/16/2023	Benson, David On 11/16/2023
236	11/16/2023	Notice Of Stay Of Proceedings - Participant Filed By Benson, David On 11/16/2023	Benson, David On 11/16/2023
235	11/13/2023	Clerk'S Certificate Of Mailing/Electronic Service	
234	11/13/2023	Minutes Finalized For Motion - Other 11/13/2023 01:30:00 Pm.	
233	11/13/2023	Motion - Other Continued To 11/16/2023 At 01:30 Pm In This Department Pursuant To Court'S Motion.	
232	10/04/2023	Motion - Other Scheduled For 11/13/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
231	10/04/2023	Payment Received By Onelegal For 36 - Motion Or Other (Not 1st) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13295889 And Receipt Number 13124027.	
230	10/03/2023	Motion - Other (To Unconsolidate Cases) Filed By Karimi, Ebrahim; Karimi, Maryam On 10/03/2023	Karimi, Ebrahim; Karimi, Maryam On 10/03/2023
229	10/04/2023	E-Filing Transaction 21374402 Received On 10/03/2023 08:46:27 Am.	
228	09/29/2023	E-Filing Transaction Number 21371670 Rejected.	

227	09/28/2023	Minutes Finalized For Ex Parte 09/28/2023 08:30:00 Am.	
226	09/28/2023	Proof Of Service By Mail Filed By Benson, David On 09/28/2023	Benson, David On 09/28/2023
225	09/28/2023	Document - Other (Interlocutory Judgment Order To Show Cause (Filed On Demand)) Filed By Benson, David On 09/28/2023	Benson, David On 09/28/2023
224	09/28/2023	Notice - Other (In Re Unlawful Ex-Parte Hearing) Filed By Benson, David On 09/28/2023	Benson, David On 09/28/2023
223	09/27/2023	Proposed Order (Cover Sheet) (Electronic Filing) Filed By Karimi, Ebrahim; Karimi, Maryam On 09/27/2023	Karimi, Ebrahim; Karimi, Maryam On 09/27/2023
222	09/27/2023	E-Filing Transaction 41547774 Received On 09/27/2023 08:20:49 Am.	
221	09/27/2023	Ex Parte Scheduled For 09/28/2023 At 08:30:00 Am In C32 At Central Justice Center.	
220	09/27/2023	Payment Received By Onlegal For 36 - Motion Or Other (Not Ist) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13291609 And Receipt Number 13119758.	
219	09/27/2023	Ex Parte Application - Other Filed By Karimi, Ebrahim; Karimi, Maryam On 09/27/2023	Karimi, Ebrahim; Karimi, Maryam On 09/27/2023
218	09/27/2023	E-Filing Transaction 41547775 Received On 09/27/2023 08:20:51 Am.	
217	09/27/2023	Proposed Order Received On 09/27/2023	
216	09/21/2023	Notice Of Entry Of Judgment Filed By Karimi, Ebrahim; Karimi, Maryam On 09/21/2023	Karimi, Ebrahim; Karimi, Maryam On 09/21/2023
215	09/21/2023	E-Filing Transaction 11199209 Received On 09/21/2023 02:52:43 Pm.	
214	09/19/2023	E-Filing Transaction Number 41526360 Rejected.	
213	09/15/2023	Judgment (On The Complaint Filed By David Benson) Filed By Karimi, Ebrahim On 09/15/2023	Karimi, Ebrahim On 09/15/2023
212	09/11/2023	Minutes Finalized For Case Management Conference. 09/11/2023 09:00:00 Am.	
211	09/11/2023	Case Management Conference Continued To 12/04/2023 At 09:00 Am In This Department Pursuant To Court'S Motion.	
210	09/11/2023	Notice - Other Filed By Karimi, Ebrahim On 09/11/2023	Karimi, Ebrahim On 09/11/2023
209	09/11/2023	E-Filing Transaction 41539981 Received On 09/11/2023 12:18:48 Pm.	
208	08/10/2023	Proposed Judgment Received On 08/10/2023.	
207	08/22/2023	E-Filing Transaction 31348633 Received On 08/10/2023 08:33:24 Am.	
206	08/10/2023	Proposed Order (Cover Sheet) (Electronic Filing) Filed By Karimi, Ebrahim; Karimi, Maryam On 08/10/2023	Karimi, Ebrahim; Karimi, Maryam On 08/10/2023
205	08/10/2023	E-Filing Transaction 11180097 Received On 08/10/2023 08:33:26 Am.	
204	08/10/2023	Proposed Order Received On 08/10/2023	
203	08/07/2023	Clerk'S Certificate Of Mailing/Electronic Service	
202	08/07/2023	Judgment Submitted By Karimi, Ebrahim; Karimi, Maryam Rejected On 08/07/2023.	
201	08/04/2023	Proposed Judgment Received On 08/04/2023.	
200	08/07/2023	E-Filing Transaction 41524159 Received On 08/04/2023 04:29:43 Pm.	

199	08/04/2023	Proposed Order (Cover Sheet) (Electronic Filing) Filed By Karimi, Ebrahim; Karimi, Maryam On 08/04/2023	Karimi, Ebrahim; Karimi, Maryam On 08/04/2023
198	08/04/2023	E-Filing Transaction 21348519 Received On 08/04/2023 04:29:44 Pm.	
197	07/26/2023	Clerk'S Certificate Of Mailing/Electronic Service	
196	07/26/2023	Judgment Submitted By Karimi, Ebrahim; Karimi, Maryam Rejected On 07/26/2023.	
195	07/11/2023	Proposed Judgment Received On 07/11/2023.	
194	07/13/2023	E-Filing Transaction 21336847 Received On 07/11/2023 09:54:51 Am.	
193	07/11/2023	Proposed Order (Cover Sheet) (Electronic Filing) Filed By Karimi, Ebrahim; Karimi, Maryam On 07/11/2023	Karimi, Ebrahim; Karimi, Maryam On 07/11/2023
192	07/11/2023	E-Filing Transaction 11166475 Received On 07/11/2023 09:54:53 Am.	
191	06/27/2023	Clerk'S Certificate Of Mailing/Electronic Service	
190	06/27/2023	Judgment Submitted By Karimi, Ebrahim; Karimi, Maryam Rejected On 06/27/2023.	
189	06/23/2023	Proposed Judgment Received On 06/23/2023.	
188	06/23/2023	Proposed Judgment Received On 06/23/2023.	
187	06/27/2023	E-Filing Transaction 21330360 Received On 06/23/2023 02:57:43 Pm.	
186	06/26/2023	Clerk'S Certificate Of Mailing/Electronic Service	
185	06/23/2023	Minutes Finalized For Ex Parte 06/23/2023 08:30:00 Am.	
184	06/23/2023	The Court Orders Ebrahim Karimi, Maryam Karimi, David Benson Be Dismissed With Prejudice On Complaint.	
183	06/23/2023	Notice Of Ruling Filed By Karimi, Ebrahim On 06/23/2023	Karimi, Ebrahim On 06/23/2023
182	06/23/2023	E-Filing Transaction 21330359 Received On 06/23/2023 02:57:40 Pm.	
181	06/22/2023	Ex Parte Scheduled For 06/23/2023 At 08:30:00 Am In N17 At North Justice Center.	
180	06/22/2023	Payment Received By Onelegal For 36 - Motion Or Other (Not 1st) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13242213 And Receipt Number 13070361.	
179	06/22/2023	Ex Parte Application - Other Filed By Karimi, Ebrahim; Karimi, Maryam On 06/22/2023	Karimi, Ebrahim; Karimi, Maryam On 06/22/2023
178	06/22/2023	E-Filing Transaction 41505188 Received On 06/22/2023 07:42:31 Am.	
177	05/17/2023	Clerk'S Certificate Of Mailing/Electronic Service	
176	05/17/2023	Minutes Finalized For Under Submission Ruling 05/17/2023 07:33:00 Am.	
175	05/17/2023	The Case Management Conference Is Scheduled For 09/11/2023 At 09:00 Am In Department C31.	
174	05/15/2023	Minutes Finalized For Multiple Events 05/15/2023 01:30:00 Pm.	
173	05/15/2023	The Court Takes This Matter Under Submission.	
172	04/21/2023	Clerk'S Certificate Of Mailing/Electronic Service	
171	04/21/2023	Minutes Finalized For Chambers Work 04/21/2023 01:43:00 Pm.	

170	04/21/2023	Case Management Conference Continued To 05/15/2023 At 01:30 Pm In This Department Pursuant To Party'S Motion.	
169	04/03/2023	Notice Of Continuance Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/03/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/03/2023
168	04/26/2023	E-Filing Transaction 11122201 Received On 03/31/2023 01:00:45 Pm.	
167	04/12/2023	Proof Of Service Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/12/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/12/2023
166	04/12/2023	E-Filing Transaction 31295917 Received On 04/12/2023 05:33:09 Pm.	
165	04/12/2023	Memorandum Of Costs (Worksheet) Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/12/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/12/2023
164	04/12/2023	E-Filing Transaction 31295916 Received On 04/12/2023 05:33:08 Pm.	
163	04/12/2023	Memorandum Of Costs (Summary) Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/12/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/12/2023
162	04/12/2023	E-Filing Transaction 21298506 Received On 04/12/2023 05:33:08 Pm.	
161	04/12/2023	Notice Of Entry Of Judgment Filed By Ayala, Eva; Vinnedge, Paula D. On 04/12/2023	Ayala, Eva; Vinnedge, Paula D. On 04/12/2023
160	04/12/2023	E-Filing Transaction 31295628 Received On 04/12/2023 02:03:28 Pm.	
159	04/11/2023	Notice Of Entry Of Judgment Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/11/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 04/11/2023
158	04/11/2023	E-Filing Transaction 41473646 Received On 04/11/2023 05:58:49 Pm.	
157	04/05/2023	Judgment (Judgment Of Dismissal) Filed By The Superior Court Of Orange On 04/05/2023	The Superior Court Of Orange On 04/05/2023
156	04/06/2023	E-Filing Transaction Number 11119293 Rejected.	
155	04/06/2023	E-Filing Transaction Number 41469125 Rejected.	
154	04/04/2023	Notice Of Entry Of Judgment Filed By West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 04/04/2023	West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 04/04/2023
153	04/04/2023	E-Filing Transaction 21294732 Received On 04/04/2023 11:08:50 Pm.	
152	04/04/2023	Clerk'S Certificate Of Mailing/Electronic Service	
151	04/04/2023	Minutes Finalized For Multiple Events 04/04/2023 08:45:00 Am.	
150	04/04/2023	Proof Of Service By Mail Filed By Karimi, Ebrahim; Karimi, Maryam On 04/04/2023	Karimi, Ebrahim; Karimi, Maryam On 04/04/2023
149	04/04/2023	E-Filing Transaction 41470109 Received On 04/04/2023 11:20:36 Am.	
148	04/04/2023	Proof Of Service By Mail Filed By Karimi, Ebrahim; Karimi, Maryam On 04/04/2023	Karimi, Ebrahim; Karimi, Maryam On 04/04/2023
147	04/04/2023	E-Filing Transaction 41470108 Received On 04/04/2023 11:20:34 Am.	
146	04/04/2023	Memorandum Of Costs (Summary) Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 04/04/2023	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 04/04/2023

145	04/04/2023	E-Filing Transaction 21294188 Received On 04/04/2023 09:26:40 Am.	
144	03/30/2023	Minutes Finalized For Ex Parte 03/30/2023 08:45:00 Am.	
143	03/30/2023	Ex Parte Continued To 04/04/2023 At 08:45 Am In This Department Pursuant To Court'S Motion.	
142	04/03/2023	Ex Parte Scheduled For 04/04/2023 At 08:45:00 Am In C31 At Central Justice Center.	
141	04/03/2023	Payment Received By Legalconnect For 36 - Motion Or Other (Not Ist) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13201873 And Receipt Number 13029979.	
140	04/03/2023	Ex Parte Application - Other Filed By West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 04/03/2023	West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 04/03/2023
139	04/03/2023	E-Filing Transaction 31290714 Received On 03/31/2023 04:19:32 Pm.	
138	03/31/2023	Proposed Order Received On 03/31/2023	
137	03/28/2023	Notice Of Errata Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 03/28/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 03/28/2023
136	03/28/2023	E-Filing Transaction 11120597 Received On 03/28/2023 04:41:26 Pm.	
135	03/27/2023	Minutes Finalized For Demurrer To Complaint 03/27/2023 01:30:00 Pm.	
134	03/27/2023	Demurrer To Complaint Continued To 05/15/2023 At 01:30 Pm In This Department Pursuant To Court'S Motion.	
133	03/27/2023	Ex Parte Scheduled For 03/30/2023 At 08:45:00 Am In C31 At Central Justice Center.	
132	03/27/2023	Payment Received By Onelegal For 36 - Motion Or Other (Not Ist) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13199028 And Receipt Number 13027135.	
131	03/24/2023	Ex Parte Application - Other Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 03/24/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 03/24/2023
130	03/27/2023	E-Filing Transaction 41465890 Received On 03/24/2023 05:32:25 Pm.	
129	03/24/2023	Proof Of Service Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 03/24/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 03/24/2023
128	03/24/2023	E-Filing Transaction 41465889 Received On 03/24/2023 05:32:24 Pm.	
127	03/24/2023	Proposed Order Received On 03/24/2023	
126	03/22/2023	Clerk'S Certificate Of Mailing/Electronic Service	
125	03/22/2023	Minutes Finalized For Nunc Pro Tunc Minutes 03/22/2023 04:05:00 Pm.	
124	03/22/2023	Minute Order Dated 03/21/2023 Corrected Nunc Pro Tunc.	
123	03/22/2023	Notice Of Entry Of Judgment Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/22/2023	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/22/2023
122	03/22/2023	E-Filing Transaction 41464192 Received On 03/22/2023 12:45:19 Pm.	

121	03/22/2023	Clerk'S Certificate Of Mailing/Electronic Service	
120	03/21/2023	Judgment (Partial Judgment) Filed By Del Rio, Frank; Coldwell Banker Residential Brokerage Company On 03/21/2023	Del Rio, Frank; Coldwell Banker Residential Brokerage Company On 03/21/2023
119	03/21/2023	Clerk'S Certificate Of Mailing/Electronic Service	
118	03/21/2023	Minutes Finalized For Ex Parte 03/21/2023 08:45:00 Am.	
117	03/16/2023	Notice Of Continuance Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/16/2023	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/16/2023
116	03/20/2023	E-Filing Transaction 41461696 Received On 03/16/2023 02:53:49 Pm.	
115	03/16/2023	Minutes Finalized For Ex Parte 03/16/2023 01:30:00 Pm.	
114	03/16/2023	Ex Parte Continued To 03/21/2023 At 08:45 Am In This Department Pursuant To Court'S Motion.	
113	03/17/2023	E-Filing Transaction Number 11113793 Rejected.	
112	03/16/2023	Request To Continue Court Hearing Filed By Benson, David On 03/16/2023	Benson, David On 03/16/2023
111	03/16/2023	Reply - Other Filed By Karimi, Ebrahim; Karimi, Maryam On 03/16/2023	Karimi, Ebrahim; Karimi, Maryam On 03/16/2023
110	03/16/2023	E-Filing Transaction 11115037 Received On 03/16/2023 11:52:57 Am.	
109	03/15/2023	Notice Of Continuance Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/15/2023	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/15/2023
108	03/16/2023	E-Filing Transaction 11114401 Received On 03/15/2023 11:16:35 Am.	
107	03/15/2023	Clerk'S Certificate Of Mailing/Electronic Service	
106	03/15/2023	Minutes Finalized For Chambers Work 03/15/2023 10:42:00 Am.	
105	03/15/2023	The Ex Parte Is Reset To 03/16/2023 At 01:30 Pm In This Department.	
104	03/14/2023	Ex Parte Scheduled For 03/16/2023 At 08:45:00 Am In C31 At Central Justice Center.	
103	03/14/2023	Payment Received By OnLegal For 36 - Motion Or Other (Not 1st) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13192211 And Receipt Number 13020337.	
102	03/14/2023	Ex Parte Application - Other Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/14/2023	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 03/14/2023
101	03/14/2023	E-Filing Transaction 11113792 Received On 03/14/2023 12:30:28 Pm.	
100	03/14/2023	Proposed Order Received On 03/14/2023	
99	02/28/2023	Clerk'S Certificate Of Mailing/Electronic Service	
98	02/27/2023	Minutes Finalized For Petition To Compel Arbitration 02/27/2023 01:30:00 Pm.	
97	02/08/2023	Notice Of Ruling Filed By West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 02/08/2023	West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 02/08/2023
96	02/08/2023	E-Filing Transaction 11099652 Received On 02/08/2023 05:14:01 Pm.	
95	02/07/2023	E-Filing Transaction Number 21221723 Rejected.	

94	02/07/2023	Clerk'S Certificate Of Mailing/Electronic Service	
93	02/07/2023	Minutes Finalized For Under Submission Ruling 02/07/2023 09:49:00 Am.	
92	02/07/2023	The Case Management Conference Is Scheduled For 04/24/2023 At 09:00 Am In Department C31.	
91	02/06/2023	Minutes Finalized For Multiple Events 02/06/2023 01:30:00 Pm.	
90	02/06/2023	The Court Takes This Matter Under Submission.	
89	02/03/2023	Proof Of Service By Mail Filed By Benson, David On 02/03/2023	Benson, David On 02/03/2023
88	02/03/2023	Document - Other (Report By David Benson - Case Management Conference) Filed By Benson, David On 02/03/2023	Benson, David On 02/03/2023
87	01/30/2023	Notice Of Non-Opposition Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 01/30/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 01/30/2023
86	01/30/2023	E-Filing Transaction 11095104 Received On 01/30/2023 01:32:07 Pm.	
85	01/30/2023	Notice Of Non-Opposition Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 01/30/2023	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 01/30/2023
84	01/30/2023	E-Filing Transaction 11094971 Received On 01/30/2023 11:21:51 Am.	
83	01/30/2023	Reply - Other Filed By West Coast Escrow Company; Ayala, Eva; Vinnage, Paula D. On 01/30/2023	West Coast Escrow Company; Ayala, Eva; Vinnage, Paula D. On 01/30/2023
82	01/30/2023	E-Filing Transaction 11094912 Received On 01/30/2023 10:15:37 Am.	
81	01/26/2023	Clerk'S Certificate Of Mailing/Electronic Service	
80	01/26/2023	Minutes Finalized For Chambers Work 01/26/2023 04:25:00 Pm.	
79	01/26/2023	The Petition To Compel Arbitration Is Scheduled For 02/27/2023 At 01:30 Pm In Department C31.	
78	01/24/2023	Demurrer To Complaint Scheduled For 03/27/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
77	01/24/2023	Payment Received By Onelegal For 36 - Motion Or Other (Not 1st) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13168421 And Receipt Number 12996527.	
76	01/17/2023	Demurrer To Complaint Filed By Karimi, Ebrahim; Karimi, Maryam On 01/17/2023	Karimi, Ebrahim; Karimi, Maryam On 01/17/2023
75	01/24/2023	E-Filing Transaction 31257203 Received On 01/17/2023 01:42:54 Pm.	
74	01/24/2023	Case Management Statement Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 01/24/2023	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 01/24/2023
73	01/24/2023	E-Filing Transaction 21262939 Received On 01/24/2023 10:34:28 Am.	
72	01/20/2023	Case Management Statement Filed By West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 01/20/2023	West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 01/20/2023
71	01/20/2023	E-Filing Transaction 31259381 Received On 01/20/2023 09:36:48 Pm.	
70	01/20/2023	Case Management Statement Filed By Karimi, Ebrahim; Karimi, Maryam On 01/20/2023	Karimi, Ebrahim; Karimi, Maryam On 01/20/2023

69	01/20/2023	E-Filing Transaction 31259077 Received On 01/20/2023 02:19:31 Pm.	
68	01/20/2023	Case Management Statement Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 01/20/2023	Messinger, Erik; Golden Ticket Real Estate, Inc. On 01/20/2023
67	01/20/2023	E-Filing Transaction 31258856 Received On 01/20/2023 10:37:06 Am.	
66	01/17/2023	Request For Judicial Notice Filed By Karimi, Ebrahim; Karimi, Maryam On 01/17/2023	Karimi, Ebrahim; Karimi, Maryam On 01/17/2023
65	01/17/2023	E-Filing Transaction 21260037 Received On 01/17/2023 01:43:00 Pm.	
64	01/11/2023	Case Management Conference Scheduled For 02/06/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
63	01/11/2023	Case Consolidated On 01/11/2023. 30-2022-01275636-Cu-Or-Cjc Is Designated The Lead Case.	
62	08/08/2022	Complaint Filed By Karimi, Ebrahim; Karimi, Maryam On 08/08/2022	Karimi, Ebrahim; Karimi, Maryam On 08/08/2022
61	01/11/2023	Clerk'S Certificate Of Mailing/Electronic Service	
60	01/11/2023	Minutes Finalized For Under Submission Ruling 01/11/2023 12:36:00 Pm.	
59	01/09/2023	Minutes Finalized For Multiple Events 01/09/2023 01:30:00 Pm.	
58	01/09/2023	The Court Takes This Matter Under Submission.	
57	12/23/2022	Request For Judicial Notice Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 12/23/2022	Messinger, Erik; Golden Ticket Real Estate, Inc. On 12/23/2022
56	12/23/2022	E-Filing Transaction 31248533 Received On 12/23/2022 08:44:16 Am.	
55	12/23/2022	Opposition Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 12/23/2022	Messinger, Erik; Golden Ticket Real Estate, Inc. On 12/23/2022
54	12/23/2022	E-Filing Transaction 41426951 Received On 12/23/2022 08:44:13 Am.	
53	12/19/2022	Supplemental Filed By Karimi, Ebrahim; Karimi, Maryam On 12/19/2022	Karimi, Ebrahim; Karimi, Maryam On 12/19/2022
52	12/19/2022	E-Filing Transaction 21249076 Received On 12/19/2022 11:28:37 Am.	
51	12/15/2022	Notice Of Ruling Filed By Benson, David On 12/15/2022	Benson, David On 12/15/2022
50	12/14/2022	Clerk'S Certificate Of Mailing/Electronic Service	
49	12/14/2022	Minutes Finalized For Chambers Work 12/14/2022 01:52:00 Pm.	
48	12/14/2022	The Petition To Compel Arbitration Currently Set On 02/06/2023 Is Ordered Advanced To 01/09/2023 At 01:30 Pm In C31.	
47	11/09/2022	Consent To Electronic Service And Notice Of Electronic Service Address Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 11/09/2022	Messinger, Erik; Golden Ticket Real Estate, Inc. On 11/09/2022
46	12/06/2022	E-Filing Transaction 31230886 Received On 11/09/2022 04:09:12 Pm.	
45	11/29/2022	Motion To Consolidate Scheduled For 01/09/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
44	11/29/2022	Clerk'S Certificate Of Mailing/Electronic Service	

43	11/29/2022	Minutes Finalized For Under Submission Ruling 11/29/2022 03:38:00 Pm.	
42	11/28/2022	Minutes Finalized For Motion To Consolidate 11/28/2022 01:30:00 Pm.	
41	11/28/2022	The Court Takes This Matter Under Submission.	
40	11/09/2022	Opposition Filed By Karimi, Ebrahim; Karimi, Maryam On 11/09/2022	Karimi, Ebrahim; Karimi, Maryam On 11/09/2022
39	11/09/2022	E-Filing Transaction 21233208 Received On 11/09/2022 10:07:46 Am.	
38	10/24/2022	Minute Order From Case 2022-01274239	
37	10/13/2022	Demurrer To Complaint Scheduled For 02/06/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
36	10/13/2022	Payment Received By Onelegal For 195 - Answer Or Other 1st Paper, 195 - Answer Or Other 1st Paper In The Amount Of 870.00, Transaction Number 13120747 And Receipt Number 12948810.	
35	10/13/2022	Demurrer To Complaint Filed By Messinger, Erik; Golden Ticket Real Estate, Inc. On 10/13/2022	Messinger, Erik; Golden Ticket Real Estate, Inc. On 10/13/2022
34	10/13/2022	E-Filing Transaction 31219073 Received On 10/13/2022 12:04:59 Pm.	
33	10/13/2022	Order - Other Filed By Messinger, Erik On 10/13/2022	Messinger, Erik On 10/13/2022
32	10/13/2022	E-Filing Transaction 41397321 Received On 10/13/2022 12:04:37 Pm.	
31	10/13/2022	Proposed Order Received On 10/13/2022	
30	10/10/2022	Demurrer To Complaint Scheduled For 02/06/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
29	10/10/2022	Payment Received By Onelegal For 195 - Answer Or Other 1st Paper, 195 - Answer Or Other 1st Paper In The Amount Of 870.00, Transaction Number 13117955 And Receipt Number 12946001.	
28	10/10/2022	Demurrer To Complaint Filed By Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 10/10/2022	Coldwell Banker Residential Brokerage Company; Del Rio, Frank On 10/10/2022
27	10/10/2022	E-Filing Transaction 21219960 Received On 10/10/2022 12:01:37 Pm.	
26	10/03/2022	Payment Received By One Legal For 195 - Answer Or Other 1st Paper, 195 - Answer Or Other 1st Paper In The Amount Of 870.00, Transaction Number 13113783 And Receipt Number 12941822.	
25	10/03/2022	Petition To Compel Arbitration Scheduled For 02/06/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
24	09/28/2022	Motion To Compel Arbitration Filed By Karimi, Ebrahim; Karimi, Maryam On 09/28/2022	Karimi, Ebrahim; Karimi, Maryam On 09/28/2022
23	10/03/2022	E-Filing Transaction 11044487 Received On 09/28/2022 01:03:26 Pm.	
22	10/03/2022	Demurrer To Complaint Scheduled For 02/06/2023 At 01:30:00 Pm In C31 At Central Justice Center.	
21	10/03/2022	Payment Received By Legalconnect For 195 - Answer Or Other 1st Paper, 195 - Answer Or Other 1st Paper, 195 - Answer Or Other 1st Paper In The Amount Of 1,305.00, Transaction Number 13113774 And Receipt Number 12941813.	

20	09/29/2022	Demurrer To Complaint Filed By West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 09/29/2022	West Coast Escrow Company; Ayala, Eva; Vinnedge, Paula D. On 09/29/2022
19	10/03/2022	E-Filing Transaction 31213301 Received On 09/29/2022 03:54:19 Pm.	
18	09/06/2022	Notice Of Errata Filed	
17	09/06/2022	Motion To Consolidate Scheduled For 11/28/2022 At 01:30:00 Pm In C31 At Central Justice Center.	
16	09/06/2022	Payment Received By Benson, David For 36 - Motion Or Other (Not 1st) Paper Requiring A Hearing In The Amount Of 60.00, Transaction Number 13101717 And Receipt Number 12929719.	
15	09/06/2022	Motion To Consolidate Cases Filed	
14	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
13	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
12	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
11	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
10	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
9	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
8	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
7	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
6	08/31/2022	Proof Of Service Of Summons Filed By Benson, David On 08/31/2022	Benson, David On 08/31/2022
5	08/18/2022	Payment Received By For 194 - Complaint Or Other 1st Paper In The Amount Of 435.00, Transaction Number 13093042 And Receipt Number 12921032.	
4	08/18/2022	Case Assigned To Judicial Officer Gooding, Martha On 08/18/2022.	
3	08/18/2022	Civil Case Cover Sheet Filed By Benson, David On 08/18/2022.	Benson, David On 08/18/2022
2	08/18/2022	Summons Issued And Filed Filed By Benson, David On 08/18/2022.	Benson, David On 08/18/2022
1	08/18/2022	Complaint Filed By Benson, David On 08/18/2022	Benson, David On 08/18/2022

12-05-2023

Unlawful Deconsolidation (ROA 63)

12-05-2023 Unlawful Deconsolidation (ROA 63)

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SUPERIOR COURT OF CALIFORNIA

Name and Address of Court:
Superior Court of California, County of ORANGE
700 W. Civic Center Drive
Santa Ana, CA 92701

Case Header

Case Number: 30-2022-01274239-GL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson
Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential
Case Age: 532 days
Next Event Type:

Filing Date: 08/08/2022
Case Status: Post Judgment
Location: Central Justice Center
Judicial Officer: Kuntavi Watson
Department:
Next Event Date:

Register of Actions Notice

Participant Name	Role	Attorney
David Benson	Defendant	
Ebrahim Karimi	Plaintiff	Mirhosseini Law Group, APC
Maryam Karimi	Plaintiff	Mirhosseini Law Group, APC

Attorney Contact Information

Attorney Name	Address	Phone Number
Mirhosseini Law Group, APC	1502 N Broadway Santa Ana, CA 92706	714-560-9100

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson
Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential

Case Age: 532 days
Next Event Type:

Filing Date: 08/08/2022
Case Status: Post Judgment
Location: Central Justice Center
Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
7	08/08/2022	Case assigned to Judicial Officer Kohler, Robert on 08/08/2022.	
2	08/08/2022	Complaint filed by Karimi, Ebrahim; Karimi, Maryam on 08/08/2022 Refers To: Benson, David	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
3	08/08/2022	Civil Case Cover Sheet filed by Karimi, Ebrahim on 08/08/2022 Refers To: Benson, David	Karimi, Ebrahim (Plaintiff)
4	08/08/2022	Summons Issued and Filed filed by Karimi, Ebrahim on 08/08/2022 Refers To: Benson, David	Karimi, Ebrahim (Plaintiff)
5	08/08/2022	Plaintiff's Mandatory Cover Sheet and Supplemental Allegations - Unlawful Detainer filed by Karimi, Ebrahim on 08/08/2022 Refers To: Benson, David	Karimi, Ebrahim (Plaintiff)
1	08/10/2022	E-filing transaction 11022613 received on 08/08/2022 09:35:27 AM.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahimi Karimi vs, David Benson

Filing Date: 08/08/2022
Case Status: Post Judgment

Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential

Location: Central Justice Center

Case Age: 532 days
Next Event Type:

Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
6	08/10/2022	Payment received by OneLegal for 171 - Complaint or other 1st paper <=\$10K (Unlawful Detainer) in the amount of 240.00, transaction number 13089140 and receipt number 12917130.	
8	08/10/2022	Case initiation form(s) have been generated.	
9	08/18/2022	Answer to Complaint filed by Benson, David on 08/18/2022 Refers To;	Benson, David (Defendant)
10	08/18/2022	Payment received by for 173 - Answer or other 1st paper <=\$10K in the amount of 225.00, transaction number 13093049 and receipt number 12921039.	
11	08/18/2022	Proof of Service by Mail filed by Benson, David on 08/18/2022 Refers To;	Benson, David (Defendant)
12	08/24/2022	Motion to Reclassify filed by Benson, David on 08/24/2022 Refers To;	Benson, David (Defendant)

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson

Filing Date: 08/08/2022
Case Status: Post Judgment

Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential

Location: Central Justice Center

Case Age: 532 days
Next Event Type:

Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

RGA#	Entry Date	Short/Long Entry	Filed By
13	08/24/2022	Motion for Reclassification scheduled for 09/30/2022 at 08:30:00 AM in C61 at Central Justice Center.	
14	08/24/2022	Payment received by for 36 - Motion or other (not 1st) paper requiring a hearing in the amount of 60,00, transaction number 13096041 and receipt number 12924043.	
15	09/06/2022	Notice - Other (Courtesy Copy, Original filed in Case 30-2022-01275636) filed Refers To:	Benson, David (Defendant)
16	09/06/2022	Proof of Service filed Refers To:	Benson, David (Defendant)
18	09/08/2022	Proof of Personal Service filed Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
20	09/08/2022	Proof of Substitute Service filed Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson
Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential
Case Age: 532 days
Next Event Type:

Filing Date: 08/08/2022
Case Status: Post Judgment
Location: Central Justice Center
Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
22	09/08/2022	Request/Counter-Request to Set Case for Trial - Unlawful Detainer filed Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
17	09/08/2022	E-filing transaction 21206568 received on 09/08/2022 10:20:08 AM.	
19	09/08/2022	E-filing transaction 11035957 received on 09/08/2022 10:20:08 AM.	
21	09/09/2022	E-filing transaction 31204058 received on 09/08/2022 10:20:10 AM.	
23	09/09/2022	Court Trial scheduled for 09/26/2022 at 08:30:00 AM in C81 at Central Justice Center.	
24	09/09/2022	Notice of Court Trial	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson

Filing Date: 08/08/2022
Case Status: Post Judgment

Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential

Location: Central Justice Center

Case Age: 532 days
Next Event Type:

Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
25	09/09/2022	Clerk's Certificate of Mailing/Electronic Service	
26	09/22/2022	E-filed document with transaction number 11042111 was rejected.	
28	09/26/2022	Court Trial scheduled for 10/24/2022 at 08:30:00 AM in C61 at Central Justice Center.	
29	09/26/2022	Court Trial continued to 10/24/2022 at 08:30 AM in this department pursuant to party's motion.	
30	09/26/2022	Minutes finalized for Court Trial 09/26/2022 08:30:00 AM.	
27	09/26/2022	Declaration - Other (Declaration of David Benson in Opposition to Summary Judgement) filed by Benson, David on 09/26/2022 Refers To: Karimi, Ebrahim	Benson, David (Defendant)

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson

Filing Date: 08/08/2022
Case Status: Post Judgment

Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential

Location: Central Justice Center

Case Age: 532 days
Next Event Type:

Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

RQA#	Entry Date	Short/Long Entry	Filed By
32	09/26/2022	Separate Statement filed by Karimi, Ebrahim; Karimi, Maryam on 09/26/2022. Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
34	09/26/2022	Motion for Summary Judgment/Adjudication filed by Karimi, Ebrahim; Karimi, Maryam on 09/26/2022. Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
35	09/26/2022	Declaration - Other filed by Karimi, Ebrahim; Karimi, Maryam on 09/26/2022. Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
36	09/26/2022	Proposed Order received on 09/26/2022. Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
37	09/26/2022	Proposed Judgment received on 09/26/2022. Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
31	09/26/2022	E-filing transaction 41389480 received on 09/26/2022 01:07:28 PM.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson

Filing Date: 08/08/2022
Case Status: Post Judgment

Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential

Location: Central Justice Center

Case Age: 532 days
Next Event Type:

Judicial Officer: Kunthavi Watson

Department:

Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
33	09/27/2022	E-filing transaction 31211258 received on 09/26/2022 01:07:36 PM.	
38	09/27/2022	Payment received by OneLegal for 38 - Motion for summary judgment or adjudication in the amount of 500.00, transaction number 13111403 and receipt number 12939442.	
39	09/27/2022	Motion for Summary Judgment and/or Adjudication scheduled for 10/21/2022 at 08:30:00 AM In C81 at Central Justice Center.	
41	09/30/2022	Minutes finalized for Motion for Reclassification-09/30/2022 08:30:00 AM.	
40	09/30/2022	Proof of Personal Service filed by Benson, David on 09/30/2022 Refers To:	Benson, David (Defendant)
42	09/30/2022	Clerk's Certificate of Mailing/Electronic Service	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
 Case Title: Ebrahim Karimi vs. David Benson
 Case Category: Civil - Limited
 Case Type: Unlawful Detainer - Residential

Filing Date: 08/08/2022
 Case Status: Post Judgment
 Location: Central Justice Center
 Judicial Officer: Kunthavi Watson
 Department:
 Next Event Date:

Case Age: 532 days
 Next Event Type:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
44	10/05/2022	Declaration - Other filed by Karimi, Ebrahim; Karimi, Maryam on 10/05/2022. Refers To:	Karimi, Maryam (Plaintiff); Karimi, Ebrahim (Plaintiff)
43	10/05/2022	E-filing transaction 31215385 received on 10/05/2022 11:42:04 AM.	
46	10/21/2022	Motion for Summary Judgment and/or Adjudication continued to 12/05/2022 at 08:30 AM in this department pursuant to Court's motion.	
47	10/21/2022	Court Trial continued to 12/05/2022 at 08:30 AM in this department pursuant to Court's motion.	
48	10/21/2022	Minutes finalized for Motion for Summary Judgment and/or Adjudication 10/21/2022 08:30:00 AM.	
45	10/21/2022	Notice - Other (And Restatement of Docket Extract) filed by Benson, David on 10/21/2022 Refers To:	Benson, David (Defendant)

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
 Case Title: Ebrahim Karimi vs. David Benson

Filing Date: 08/08/2022
 Case Status: Post Judgment

Case Category: Civil - Limited
 Case Type: Unlawful Detainer - Residential

Location: Central Justice Center

Case Age: 532 days
 Next Event Type:

Judicial Officer: Kunthavi Watson
 Department:
 Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
49	10/24/2022	Clerk's Certificate of Mailing/Electronic Service	
50	10/24/2022	Notice of Related Case filed on 10/24/2022 Refers To:	Benson, David (Defendant)
52	11/07/2022	Substitution of Attorney filed by Karimi, Maryam on 11/07/2022 Refers To:	Karimi, Maryam (Plaintiff)
53	11/07/2022	Substitution of Attorney filed by Karimi, Ebrahim on 11/07/2022 Refers To:	Karimi, Ebrahim (Plaintiff)
51	11/07/2022	E-filing transaction 11061621 received on 11/07/2022 01:57:17 PM.	
54	12/05/2022	Motion for Summary Judgment and/or Adjudication continued to 01/13/2023 at 08:30 AM in this department pursuant to Court's motion.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson
Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential
Case Age: 532 days
Next Event Type:

Filing Date: 08/08/2022
Case Status: Post Judgment
Location: Central Justice Center
Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

RGA#	Entry Date	Short/Long Entry	Filed By
55	12/05/2022	Court Trial continued to 01/13/2023 at 08:30 AM in this department pursuant to Court's motion.	
56	12/05/2022	Minutes finalized for Multiple Events. 12/05/2022 08:30:00 AM.	
57	12/05/2022	Clerk's Certificate of Mailing/Electronic Service	
58	01/11/2023	Motion for Summary Judgment and/or Adjudication scheduled for 01/13/2023 at 08:30:00 AM in C61 at Central Justice Center was vacated.	
59	01/11/2023	Court Trial scheduled for 01/13/2023 at 08:30:00 AM in C61 at Central Justice Center was vacated.	
60	01/11/2023	Case consolidated on 01/11/2023. 30-2022-01275636-CU-OR-CJC is designated the lead case.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC Filing Date: 08/08/2022
Case Title: Ebrahim Karimi vs. David Benson Case Status: Post Judgment
Case Category: Civil - Limited Location: Central Justice Center
Case Type: Unlawful Detainer - Residential Judicial Officer: Kunthavi Watson
Case Age: 532 days Department:
Next Event Type: Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
61	01/11/2023	Minutes finalized for 01/11/2023	
62	01/11/2023	Clerk's Certificate of Mailing/Electronic Service	
64	11/30/2023	Minutes finalized for Motion - Other 11/30/2023 01:30:00 PM.	
65	11/30/2023	Minutes finalized for Chambers Work 11/30/2023 04:30:00 PM.	
63	12/05/2023	30-2022-01274239-CL-UD-CJC and 30-2022-01275636-CU-OR-CJC deconsolidated on 12/05/2023.	
64	12/05/2023	This case is reassigned to the Honorable Kunthavi Watson for all purposes.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
 Case Title: Ebrahim Karimi vs. David Benson
 Case Category: Civil - Limited
 Case Type: Unlawful Detainer - Residential
 Case Age: 532 days
 Next Event Type:

Filing Date: 08/08/2022
 Case Status: Post Judgment
 Location: Central Justice Center
 Judicial Officer: Kunthavi Watson
 Department:
 Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
65	12/05/2023	The Case Management Conference is scheduled for 01/12/2024 at 08:30 AM in Department C61.	
66	12/05/2023	Minutes finalized for Chambers Work 12/05/2023 11:42:00 AM.	
67	12/05/2023	Clerk's Certificate of Mailing/Electronic Service	
69	12/12/2023	Motion for Summary Judgment/Adjudication filed by Karimi, Ebrahim; Karimi, Maryam on 12/12/2023 Refers To: Benson, David	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)
73	12/12/2023	Request for Judicial Notice filed by Karimi, Ebrahim; Karimi, Maryam on 12/12/2023 Refers To:	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)
68	12/12/2023	E-filing transaction 11235293 received on 12/12/2023 10:05:43 AM.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson
Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential
Case Age: 532 days
Next Event Type:

Filing Date: 08/08/2022
Case Status: Post Judgment
Location: Central Justice Center
Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
70	12/12/2023	Payment received by OneLegal for 36 - Motion for summary judgment or adjudication in the amount of 500.00, transaction number 13333312 and receipt number 13161444.	
71	12/12/2023	Motion for Summary Judgment and/or Adjudication scheduled for 12/22/2023 at 08:30:00 AM in C61 at Central Justice Center.	
72	12/12/2023	E-filing transaction 11235292 received on 12/12/2023 10:05:40 AM.	
74	12/20/2023	Notice - Other (in re unlawful proceedings) filed by Benson, David on 12/20/2023 Refers To:	Benson, David (Defendant)
75	12/20/2023	Proof of Service by Mail filed by Benson, David on 12/20/2023 Refers To:	Benson, David (Defendant)
77	12/22/2023	The Court takes this matter under submission.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
 Case Title: Ebrahim Karimi vs. David Benson
 Case Category: Civil - Limited
 Case Type: Unlawful Detainer - Residential
 Case Age: 532 days
 Next Event Type:

Filing Date: 08/08/2022
 Case Status: Post Judgment
 Location: Central Justice Center
 Judicial Officer: Kunthavi Watson
 Department:
 Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
78	12/22/2023	Minutes finalized for Motion for Summary Judgment and/or Adjudication 12/22/2023 08:30:00 AM.	
76	12/22/2023	Payment received by Thornton, William for 44 - Copy of any record (per side) in the amount of 7.00, transaction number 13339358 and receipt number 13167497.	
79	12/22/2023	Clerk's Certificate of Mailing/Electronic Service	
82	12/27/2023	Proposed Order (on Motion for Summary Judgment and/or Adjudication) received on 12/27/2023. Refers To:	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)
84	12/27/2023	Proposed Judgment received on 12/27/2023. Refers To:	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)
80	01/12/2024	Minutes finalized for Case Management Conference 01/12/2024 08:30:00 AM.	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson
Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential
Case Age: 532 days
Next Event Type:

Filing Date: 08/08/2022
Case Status: Post Judgment
Location: Central Justice Center
Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
81	01/19/2024	E-filing transaction 41588080 received on 12/27/2023 03:34:44 PM.	
83	01/19/2024	E-filing transaction 41588081 received on 12/27/2023 03:34:47 PM.	
85	01/22/2024	Order - Other (on Motion for Summary Judgment) filed by Karimi, Ebrahim; Karimi, Maryam on 01/22/2024 Refers To: Benson, David	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)
86	01/22/2024	Judgment filed by Karimi, Ebrahim; Karimi, Maryam on 01/22/2024 Refers To: Benson, David	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)
87	01/22/2024	Complaint disposed with disposition of Summary judgment.	
88	01/22/2024	Case disposed with disposition of Summary judgment	

Case Header

Case Number: 30-2022-01274239-CL-UD-CJC
Case Title: Ebrahim Karimi vs. David Benson
Case Category: Civil - Limited
Case Type: Unlawful Detainer - Residential
Case Age: 532 days
Next Event Type:

Filing Date: 08/08/2022
Case Status: Post Judgment
Location: Central Justice Center
Judicial Officer: Kunthavi Watson
Department:
Next Event Date:

Register of Actions Notice

ROA#	Entry Date	Short/Long Entry	Filed By
89	02/08/2024	E-filed document with transaction number 21427004 was rejected.	
92	02/08/2024	Application for Writ of Possession filed by Karimi, Ebrahim; Karimi, Maryam on 02/08/2024 Refers To:	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)
90	02/15/2024	E-filing transaction 41606773 received on 02/08/2024 02:34:45 PM.	
93	02/15/2024	Payment received by OneLegal for 214 - Writ in the amount of 40.00, transaction number 13367842 and receipt number 13195994.	
91	02/15/2024	Writ of Possession issued on 02/15/2024 Refers To:	Karimi, Ebrahim (Plaintiff); Karimi, Maryam (Plaintiff)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <p style="text-align: center;">David Benson 1645 West Orangewood Ave. Orange, CA 92868</p> TELEPHONE NO.: 714-381-7338 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Sui Juris	<p style="text-align: center; font-size: small;">FOR COURT USE ONLY</p> <p style="text-align: center; font-size: large; font-weight: bold;">FILED</p> <p style="text-align: center;">SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE</p> <p style="text-align: center; font-size: large; font-weight: bold;">MAR 04 2024</p> <p style="text-align: center;">DAVID H. YAMASAKI, Clerk of the Court</p> <p style="text-align: center;">BY: _____, DEPUTY</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center	
PETITIONER/PLAINTIFF: David Benson RESPONDENT/DEFENDANT: Eva Ayala, et al.	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: 30-2022-01275636 Consolidated 30-2022-01274239

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
 1645 West Orangewood Ave.
 Orange, CA 92868
3. On (date): **March 4, 2024** I mailed from (city and state): **Santa Ana, California**
 the following documents (specify):

WRIT OF ERROR IN RE CORAM NON JUDICE, NOTICE, ORDER TO SHOW CAUSE

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

4. I served the documents by enclosing them in an envelope and (check one):
 - a. depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

5. The envelope was addressed and mailed as follows:
 - a. Name of person served: MACEY A. CHAN
 - b. Address of person served: JOSE ANTONIO MENDOZA
 EOIN L. KREDITOR
 ALI R. MIRHOSSEINI LAW GROUP, APC

The name and address of each person to whom I mailed the documents is listed in the Attachment by First-Class Mail—Civil (Persons Served) (POS-030(P)).

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

Date: March 4, 2024

William Thornton

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



(SIGNATURE OF PERSON COMPLETING THIS FORM)



SHORT TITLE:

David Benson vs. Eva Ayala, et al.

CASE NUMBER:

30-2022-01275636

Consolidated 30-2022-01274239

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

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

NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

<u>Name of Person Served</u>	<u>Address (number, street, city, and zip code)</u>
Macey A. Chan, Esq.	300 Commerce, Suit 250 Irvine, CA 92602
Jose Antonio Mendoza Esq.	300 Commerce, Suite 250 Irvine, CA 92602
Ali R. Mirhosseini, Esq.	1502 N. Broadway Santa Ana, CA 92706
Eoin L. Kreditor, Esq.	2 Park Plaza, Suite 850 Irvine, CA 92614